

Final Work Plan: Phase I Investigation of Potential Contamination at the Former CCC/USDA Grain Storage Facility in Montgomery City, Missouri

Environmental Science Division



United States Department of Agriculture

Work sponsored by Commodity Credit Corporation,
United States Department of Agriculture

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by
Applied Geosciences and Environmental Management Section
Environmental Science Division, Argonne National Laboratory

June 2010



United States Department of Agriculture

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Notation

AGEM	Applied Geosciences and Environmental Management
AMSL	above mean sea level
BGL	below ground level
BSA	Boy Scouts of America
°C	degree(s) Celsius
CCC	Commodity Credit Corporation
CD	compact disc
CPT	cone penetrometer
DOE	U.S. Department of Energy
DTL	default target level
EPA	U.S. Environmental Protection Agency
ft	foot (feet)
GC-MS	gas chromatography-mass spectrometry
gpm	gallon(s) per minute
hr	hour(s)
in.	inch(es)
µg/kg	microgram(s) per kilogram
µg/L	microgram(s) per liter
µg/m ³	microgram(s) per cubic meter
mg/L	milligram(s) per liter
mi	mile(s)
MoDNR	Missouri Department of Natural Resources
<i>MRBCA</i>	<i>Missouri Risk-Based Corrective Action</i>
PA	preliminary assessment
PID	photoionization detector
<i>PMWP</i>	<i>Provisional Master Work Plan</i>
ppm	parts per million
PWS	public water supply
PWSD	Public Water Supply District
SI	site inspection
SOP	standard operating procedure
SSI	site screening investigation
STARC	Missouri Soil Target Concentration
USDA	U.S. Department of Agriculture
VOC	volatile organic compound

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1 Introduction

From September 1949 until September 1966, the Commodity Credit Corporation of the U.S. Department of Agriculture (CCC/USDA) leased property at the southeastern end of Montgomery City, Missouri, for the operation of a grain storage facility. During this time, commercial grain fumigants containing carbon tetrachloride were commonly used by the CCC/USDA and the private grain storage industry to preserve grain in their facilities. In January 2000, carbon tetrachloride was detected in a soil sample (220 µg/kg) and two soil gas samples (58 µg/m³ and 550 µg/m³) collected at the former CCC/USDA facility, as a result of a pre-CERCLIS site screening investigation (SSI) performed by TN & Associates, Inc., on behalf of the U.S. Environmental Protection Agency (EPA), Region VII (MoDNR 2001).

In June 2001, the Missouri Department of Natural Resources (MoDNR) conducted further sampling of the soils and groundwater at the former CCC/USDA facility as part of a preliminary assessment/site inspection (PA/SI). The MoDNR confirmed the presence of carbon tetrachloride (at a maximum identified concentration of 2,810 µg/kg) and chloroform (maximum 82 µg/kg) in the soils and also detected carbon tetrachloride and chloroform (42.2 µg/L and 58.4 µg/L, respectively) in a groundwater sample collected at the former facility (MoDNR 2001). The carbon tetrachloride levels identified in the soils and groundwater are above the default target level (DTL) values established by the MoDNR for this contaminant in soils of all types (79.6 µg/kg) and in groundwater (5.0 µg/L), as outlined in *Missouri Risk-Based Corrective Action (MRBCA): Departmental Technical Guidance* (MoDNR 2006a). The corresponding MRBCA DTL values for chloroform are 76.6 µg/kg in soils of all types and 80 µg/L in groundwater.

Because the observed contamination at Montgomery City might be linked to the past use of carbon tetrachloride-based fumigants at its former grain storage facility, the CCC/USDA will conduct investigations to (1) characterize the source(s), extent, and factors controlling the possible subsurface distribution and movement of carbon tetrachloride at the Montgomery City site and (2) evaluate the health and environmental threats potentially represented by the contamination. This work will be performed in accord with the Intergovernmental Agreement established between the Farm Service Agency of the USDA and the MoDNR, to address carbon

tetrachloride contamination potentially associated with a number of former CCC/USDA grain storage facilities in Missouri.

The investigations at Montgomery City will be conducted on behalf of the CCC/USDA by the Environmental Science Division of Argonne National Laboratory. Argonne is a nonprofit, multidisciplinary research center operated by UChicago Argonne, LLC, for the U.S. Department of Energy (DOE). The CCC/USDA has entered into an agreement with DOE, under which Argonne provides technical assistance to the CCC/USDA with environmental site characterization and remediation at its former grain storage facilities.

The site characterization at Montgomery City will take place in phases. This approach is recommended by the CCC/USDA and Argonne, so that information obtained and interpretations developed during each incremental stage of the investigation can be used most effectively to guide subsequent phases of the program. This site-specific *Work Plan* outlines the specific technical objectives and scope of work proposed for Phase I of the Montgomery City investigation. This *Work Plan* also includes the community relations plan to be followed throughout the CCC/USDA program at the Montgomery City site.

Argonne is developing a *Master Work Plan* specific to operations in the state of Missouri. In the meantime, Argonne has issued a *Provisional Master Work Plan (PMWP)* (Argonne 2007) that has been reviewed and approved by the MoDNR for current use. The *PMWP* (Argonne 2007) provides detailed information and guidance on the investigative technologies, analytical methodologies, quality assurance-quality control measures, and general health and safety policies to be employed by Argonne for all investigations at former CCC/USDA grain storage facilities in Missouri. Both the *PMWP* and this site-specific *Work Plan* must therefore be consulted for a complete description of the planned Phase I work at the former CCC/USDA facility at Montgomery City.

2 Background and History

2.1 Site Background

2.1.1 Montgomery City and Montgomery County

Montgomery City, Missouri, population 2,442 (2000 Census), is located in the east-central portion of the state, approximately 44 mi east of Columbia and 67 mi west-northwest of St. Louis, Missouri (Figure 2.1). Montgomery City is the county seat for Montgomery County. The city is governed by a mayor and a board of aldermen. The city hosts numerous small businesses, several banks, a medical clinic, middle and high schools, several churches, city and county government offices, a local newspaper, and the Montgomery County Fairgrounds, and is served by municipal police, fire, and utilities departments. Three large commercial grain operations (Service and Supply Co-op, MFA Agricultural Services, and Land O'Lakes Purina Feed) are located along tracks of the Norfolk and Southern Railroad, which run parallel to State Highway 19 through the center of Montgomery City (Figure 2.2). In addition, two publicly owned industrial and commercial sites are located at the south end of the city, along the east and west sides of Hwy. 19. Industries presently occupying these sites include a Tyson Foods warehouse, the LaCrosse Lumber Company, Mid-Missouri Concrete, and a Supreme Cuisine foods plant.

The 2000 Census identified 1,032 households in Montgomery City. Of these, 30.7% included children under the age of 18, and 15.4% represented a person living alone who was 65 years of age or older. The identified population included 666 families. The median household income in the city (2000 data) was \$30,446, and the median family income was \$38,063. Approximately 14.0% of the population and 10.9% of families were living below the poverty line.

Both Montgomery City and Montgomery County have Internet web sites (<http://www.montgomerycity.org> and <http://www.montgomerycountymo.org>, respectively) that provide information regarding the local government and community activities.

Data obtained from online MoDNR records (<http://www.dnr.mo.gov/DWW/>) indicate that Montgomery City has a public water supply (PWS) system, No. MO6010539, that became

active in 1906. The system is supplied exclusively by groundwater from three wells (Figure 2.2). An average (combined) production rate of 349,477 gallons per day was reported for the three wells in 2008 (Burton 2009; see also Appendix C).

The city currently designates the three active wells as *PWS1* (formerly known as *PWS3*), *PWS2* (formerly known as *PWS4*), and *PWS3* or *Industrial Well* (formerly known as *PWS5*). Two older wells (now abandoned) were formerly known as *PWS1* and *PWS2*. The latter was plugged and abandoned in the 1980s. Whether the former was grouted when it was abandoned is unknown (Burton 2009). The current names for the active wells (*PWS1*, *PWS2*, *PWS3/Industrial Well*) are used in this report.

The Montgomery City municipal system serves an indicated population of approximately 2,200. All city residences are connected to the municipal system, and establishment of connections between private wells and the municipal system is prohibited (Burton 2009). Since 2003, water has been purchased from the Montgomery City public water supply by Montgomery County Public Water Supply District #1, which serves an indicated population of approximately 150.

Three elevated water towers serve Montgomery City. One tower is located at the west edge of the fairgrounds property (see Sections 2.1.2 and 2.1.3), and the second is in the northwestern part of the town, near the intersection of West Seventh Street and North Walker Street. A building identified as Public Drinking Water Supply Plant No. 2 is located at the base of this water tower in the northwestern part of the town. The third water tower is in the industrial area at the southeastern outskirts of the town, at the intersection of Hwy. 19 and Harness Drive. All three active wells and all three water towers are connected to the Montgomery City public water supply system. The city system softens and chlorinates the water and also aerates it because of hydrogen sulfide content (Burton 2009).

In 2001, the MoDNR determined that no private or public drinking water wells are located within 0.5 mi of the former CCC/USDA facility. Two active Montgomery City public supply wells (*PWS2* and *PWS3/Industrial Well*) and one private drinking water well (owned by Stanley and Patricia Hemeyer) were identified within 1 mi of the former facility. City wells *PWS2* and *PWS3/Industrial Well* and the Hemeyer private well were sampled by the MoDNR on June 8, 2001, and were free of contamination by volatile organic compounds (VOCs). The MoDNR further estimated that 8 additional private wells and 1 additional active public water

supply well lie within 1-2 mi of the former CCC/USDA facility and that approximately 43 private wells (total) are located within a 4-mi radius of the former facility (MoDNR 2001).

2.1.2 Physical Setting of the Former CCC/USDA Grain Storage Facility

The former CCC/USDA grain storage facility was in the southeastern portion of Montgomery City (within the current city limit), north of Long Street and northeast of Hwy. 19 (Figure 2.2). The former site lies along the approximate crest of a low drainage divide (maximum relief approximately 50 ft) that extends northwest-southeast through Montgomery City and New Florence (approximately 5 mi southeast of Montgomery City). Drainage from the northeastern flank of the divide is via several small, intermittent tributaries to Elkhorn Creek, while drainage from the southwestern flank enters the Clear Fork and Smith Branch (Figure 2.3).

The former CCC/USDA facility lies on relatively flat ground, at an approximate elevation of 830-835 ft above mean sea level (AMSL). Surface drainage from the former CCC/USDA facility is initially to the north-northwest, via a shallow topographic low that leads to a small retention pond north of the former facility. Drainage from the pond flows to the northeast via an unnamed, intermittent creek for approximately 2.5 mi, into perennial Elkhorn Creek (Figure 2.3). Elkhorn Creek flows to the northeast to a point approximately 1.6 mi northwest of Gamma, Missouri (13.5 mi northeast of Montgomery City), where it enters the West Fork of the Cuivre River. The West Fork flows to the east-southeast into the Cuivre River, approximately 3.5 mi north of Troy, Missouri. The Cuivre River continues to the south and east; its flow enters the Mississippi River near Old Monroe, Missouri, approximately 45 mi east of the former CCC/USDA facility (Figure 2.1).

Available documentation (Section 2.1.3 and Appendix A) indicates that the former CCC/USDA grain storage facility was located on approximately 1.7 acres of land leased by the CCC/USDA from the Montgomery County Fair Society. Historical aerial photographs illustrating the conditions at the site in 1963, 1969, 1980, and 1995 are shown as Figures 2.4a-d, respectively. A recent (2007) aerial view of the former site is in Figure 2.4e. Figure 2.4a shows the maximum known extent of the former CCC/USDA grain storage facility, in 1963; the photograph shows 3 parallel rectangular storage buildings and 33 round grain bins arranged in a double row extending northward from the rectangular bins. Pronounced shadows in the 1980 aerial photograph (Figure 2.4c, near center of image) and more subtle shadows in the 1969 aerial

photograph (Figure 2.4b) indicate that the rectangular structures had the rounded roof profile characteristic of Quonset buildings.

Figure 2.4b shows that all of the round grain bins had been removed from the former CCC/USDA facility by 1969, although traces of disturbed ground and possibly one or more circular foundations might have remained at that time in the area where the round bins formerly appeared. Figures 2.4a and 2.4b also indicate that one of Montgomery City's three current aboveground water towers was constructed directly west of the Quonset buildings between 1963 and 1969. Figures 2.4c and 2.4d show that the Quonset buildings were removed from the former CCC/USDA facility between 1980 and 1995; the foundations for these buildings are still present, however (Figure 2.5). The dimensions of the westernmost foundation are 33 ft × 100 ft; the two eastern foundations are slightly smaller. By 1995 (Figure 2.4d), a grass parking area with partially graveled roads had been established at the fairgrounds, north of the Quonset building foundations. The western portion of the parking area overlies the northern portion of the area formerly occupied by the rows of circular grain storage bins.

2.1.3 Property Records Related to the Former CCC/USDA Facility

The property records and related legal documents cited in this section are summarized in Appendix A and are reproduced in Supplement 1 (on the compact disc [CD] inside the back cover of this report).

The former CCC/USDA facility lies entirely on property now associated with the Montgomery County Fairgrounds. The rectangular storage building foundations are in the central portion of the fairgrounds, just north of the current exhibition buildings and west of the main grandstands (Figures 2.5-2.6). The main fairground buildings and facilities are surrounded by a chain-link fence that is kept secured when the fairgrounds are not in use. The grass parking area lies outside and to the north of the perimeter fence. The northern perimeter fence roughly bisects (from west to east) the area formerly occupied by the rows of circular bins. The MoDNR was informed by fairgrounds personnel (MoDNR 2001) that the fairgrounds are used frequently throughout much of the year, and particularly during the summer, for numerous daytime and nighttime community events. Access to the fenced portion of the fairgrounds is primarily via the main entrance gates located along Fairgrounds Road, at the southwest corner of the facility. A second entry gate is located along the western perimeter fence, near the water tower.

The Montgomery County Fairgrounds is located within a 37.34-acre tract of land that is owned by the Montgomery County Fair Society. Articles of incorporation obtained from the Montgomery County Registrar's Office indicate that the Montgomery County Fair Association was first incorporated in 1906, for a period of 50 years. The stated purpose of the company was "to encourage and promote agriculture and horticulture, and the breeding of livestock, . . . to establish, erect, and maintain fairgrounds, and to do all those things necessary in carrying out a County Fair." In June 1948, the articles were amended to establish the Montgomery County Fair Society (henceforth the "Fair Society") as a perpetual association, with the general purposes noted above. In June 1985 the articles of association were again amended, establishing the Fair Society as a charitable corporation as identified in Section 501(c)(3) of the Internal Revenue Code.

An identified warranty deed indicates that 40 acres of land, consisting of the north half (20 acres) of the southwest quarter of the southeast quarter and the south half (20 acres) of the northwest quarter of the southeast quarter of Section 32, T49N, R5W, was conveyed to the Montgomery County Fair Society (for \$1) by Daniel and Golda Davis on March 19, 1949. The current Montgomery City plat map shows that the above property contains the entire 37.34-acre tract that is now occupied by the fairgrounds and owned by the Fair Society. Three property records grant small additional parcels of land to the Fair Society from McGraw-Edison Co. (1974, 0.22 acre), the Montgomery City Chamber of Commerce (1981, 0.63 acre), and George and Patricia Barley (1992, portion of fractional city lot 13).

An agreement dated September 1949 indicates that a 61,750-ft² parcel of land was leased by the Fair Society to the Montgomery County Agricultural Conservation organization, for a five-year period from September 1, 1949, to October 1, 1954, "to permit the placing of CCC-owned granaries." A hand-drawn sketch map included in this agreement shows the approximate location and shape of the "bin site" within what clearly appears to be the Fair Society property; however, no exact location coordinates or dimensions for the bin site are given. In addition, in an apparent discrepancy, the general location description given in the agreement indicates that the leased property is in the "fractional part of the NE ½ of the SE ¼ of Section 32, T49N, R5W." The current plat map and historical aerial photographs (Figure 2.4a,b) indicate that the former CCC/USDA grain bin site actually straddled the boundary between the northern half of the southwest quarter and the southern half of the northwest quarter of the southeast quarter of Section 32, T49N, R5W. A similar error in the general location description is carried through the subsequent lease documents described below; however, the location of the former CCC/USDA

grain storage facility within the Fair Society property, in keeping with the sketch maps provided in the original leases, is clearly confirmed by the supporting aerial photographic and map evidence.

A second agreement dated March 1950 indicates that an additional 13,750-ft² parcel, adjacent to that described above, was leased by the Fair Society to the CCC/USDA. The same sketch map was again shown, with the additional parcel drawn in. The term of this lease was from March 1, 1950, to October 1, 1954.

At many former CCC/USDA grain storage facilities previously investigated by Argonne in Nebraska and Kansas, common CCC/USDA practice appears to have been to renew its property leases at five-year intervals. No documentation could be found of lease renewals for the Montgomery City CCC/USDA facility for either of the inferred 1954-1959 or 1959-1964 periods; however, Figure 2.4a clearly shows that grain storage structures were present at the site during the latter time period (in 1963). A lease agreement between the Fair Society and the CCC/USDA is on record for the period October 1, 1964, to September 30, 1969. A termination agreement canceling this lease, effective October 1, 1966, was also located.

Since the late 1980s, the fairgrounds property has been used frequently by the Fair Society as a basis to secure financing from several lending institutions. In each case, the secured loans were paid off relatively quickly. Numerous recorded “future advance deeds of trust” and subsequent “deeds of release” pertain to these financial activities.

The current Montgomery City plat map shows a small parcel of land owned by the Boy Scouts of America (BSA) lying within the acreage owned by the Fair Society (outlined in the photograph in Figure 2.7). The BSA property, which is presently fenced, includes a small red-brick building that was present in 1963 (aerial photograph in Figure 2.4a). A single small Quonset-type building (Figure 2.8) was also present in 1963 (Figure 2.4a) on the Fair Society property west of the BSA parcel. Information obtained by the CCC/USDA from a representative of the Fair Society (Burton 2010) confirmed that these structures have no connection to the former CCC/USDA grain storage facility.

The Fair Society property is presently bordered on the east by agricultural land, on the north by multiple residential properties, on the south by multiple industrial and commercial properties, and on the west by a mixture of residential and commercial properties (Figure 2.7). A

relatively large commercial property is located immediately west of the fairgrounds and the former CCC/USDA Quonset buildings (BKK Investments in Figure 2.7). Figures 2.4a and 2.4b show that the main office, manufacturing, and warehouse facilities on this property were present in 1963-1969. These facilities are currently vacant. They were formerly occupied by Montgomery Manufacturing, Inc., which operated a plant that made metal shelving, and then by a firm called Decora, which produced glass products (Carroz 2009). Still later, the facilities were reportedly used for storage (according to an unidentified local resident).

2.2 Geologic and Hydrogeologic Setting

The discussion below relies, in part, on a series of fact sheets produced by the MoDNR's Division of Geology and Land Survey. The fact sheets are available online and are reproduced, with the approval of the MoDNR, in Appendix B. These fact sheets (MoDNR 2009) are as follows:

Number	Title	URL
FS-01	Geologic Map of Missouri	http://www.dnr.mo.gov/geology/adm/publications/map-GenGeoMap.pdf
FS-02	Physiographic Regions of Missouri	http://www.dnr.mo.gov/geology/adm/publications/map-ShdRelief.pdf
FS-04	Missouri Groundwater	http://www.dnr.mo.gov/env/wrc/MoGrndH2O.pdf
FS-06	Major Structural Features of Missouri	http://www.dnr.mo.gov/geology/adm/publications/map-MajorStrucFeatures.pdf

2.2.1 Regional Geology

Montgomery City lies near the southeastern margin of the Dissected Till Plains region of the Central Lowlands Physiographic Province (MoDNR Fact Sheet FS-02 in Appendix B), and hence near the southern limit of Pleistocene continental glaciation in northeastern Missouri. The topography of the area is gently rolling, with local relief of generally less than 100 ft (MoDNR 2001).

The geology of northeastern Missouri is strongly influenced by the Ozark Uplift, which reaches its greatest expression approximately 100 mi southeast of Montgomery City with the

exposure of Precambrian rocks in the St. Francois Mountains area (MoDNR Fact Sheets FS-02 and FS-06 in Appendix B). The Precambrian basement surface generally dips gently away from this high toward the north and northwest (toward the Forest City Basin). These regional trends are modified, however, by smaller structural features that locally control the topology of the basement surface to the west (Browns Station Anticline), northeast (Lincoln Fold), and southeast (St. Louis Depression) of Montgomery City (MoDNR Fact Sheet FS-06 in Appendix B).

A generalized stratigraphic section for the northeastern portion of Missouri is presented in Table 2.1 (based on information in Table 16 of Miller and Vandike 1997; also see the geologic map in MoDNR Fact Sheet FS-01 [Appendix B]). The Precambrian basement in northeastern Missouri is overlain by a thick sequence of Paleozoic sediments, consisting predominantly of Cambrian to Mississippian age dolomites and limestones with lesser interbedded cherty limestones, shales, and sandstones. These are in turn overlain by Pennsylvanian shales, siltstones, and sandstones and Quaternary glacial till, drift, and wind-blown loess. Increasingly younger bedrock units are exposed in an approximately radial pattern away from the St. Francois Mountains, with Mississippian limestones and Pennsylvanian shales forming the uppermost bedrock units beneath the glacial cover in the vicinity of Montgomery and adjacent Audrain Counties (Figure 2.9).

2.2.2 Regional Hydrogeology

Montgomery County lies along the southern edge of the northeastern Missouri groundwater province (Figure 11 in Miller and Vandike 1997). The two principal aquifers recognized in this area are the Cambrian-Ordovician aquifer and the Mississippian aquifer (MoDNR Fact Sheet FS-04 [Appendix B]).

2.2.2.1 Cambrian-Ordovician Aquifer

The Cambrian-Ordovician aquifer represents the second most prolific source of groundwater in northern Missouri (after the Missouri River alluvial deposits). The aquifer, which includes all bedrock units between the base of the (Ordovician) Maquoketa shale and the top of the (Cambrian) Davis Formation (Table 2.1), varies both vertically and laterally in its capacity to produce groundwater for domestic, municipal, and other beneficial uses. The Cambrian-Ordovician aquifer ranges in total thickness from approximately 900 ft to 1,800 ft across the

groundwater province (Miller and Vandike 1997). Significant water-producing units within the aquifer include the Eminence and Potosi Dolomites (which contain vuggy porosity and well-developed solution channels), fractured dolomites and sandstone units within the Gasconade Dolomite and Roubidoux Formation, and the medium- to coarse-grained St. Peter Sandstone. Production rates for wells penetrating the Eminence and Potosi Dolomites range from 400 to 1,100 gpm (gallons per minute), while wells completed in the Gasconade Dolomite and Roubidoux Formation typically yield 50-500 gpm. The St. Peter Sandstone can generally yield 25-75 gpm to wells (Imes 1985; Miller and Vandike 1997).

Across most of northeastern Missouri, the Cambrian-Ordovician aquifer is confined by Upper Devonian (Grassy Creek, Snyder Creek) to Lower Mississippian (Hannibal) shales, which reach a maximum thickness of approximately 310 ft in extreme northeast Missouri but thin or are absent to the southwest and south (Imes 1985; Miller and Vandike 1997). The Upper Ordovician Maquoketa Shale is also recognized as a potential confining bed in eastern Missouri, in the vicinity of the Lincoln Fold. These shale units are thin or absent in Montgomery County and southeastern Audrain County, however. In these areas, Middle and Lower Devonian limestones and/or the Ordovician Decorah Group limestones and dolomites, Plattin Limestone, and Joachim Dolomite might act as leaky confining units for the Cambrian-Ordovician aquifer (Imes 1985; Emmett and Imes 1984; Miller and Vandike 1997). The aquifer outcrops in a narrow band along the Missouri River, as well as in a small area along the Mississippi River northeast of Montgomery County.

Regional groundwater flow in the Cambrian-Ordovician aquifer is complex. Across much of northern Missouri (MoDNR Fact Sheet FS-04 [Appendix B]), the groundwater in this aquifer is highly mineralized (total dissolved solids > 1,000 mg/L; chloride > 250 mg/L) and generally of unsuitable quality for consumption without treatment. A localized freshwater flow system that has been recognized, however, in the area surrounding Montgomery County is nearly independent of the regional saline water flow system to the north and west, or a regional freshwater system associated with the Ozark uplift south of the Missouri River (Imes 1985; Emmett and Imes 1984; Miller and Vandike 1997). An estimate of the pre-development potentiometric surface for the Cambrian-Ordovician aquifer (Figure 2.10) indicates that natural groundwater divides prevented the movement of saline water into this area of fresh groundwater, which is recharged primarily by vertical seepage from the overlying Mississippian aquifer (see discussion below and Figure 2.11) in southwestern Audrain County and northern Warren County (Imes 1985). The groundwater flow patterns in this portion of the Cambrian-Ordovician aquifer

have been altered in more recent times as a consequence of significant groundwater usage from this resource at both Columbia and Mexico, Missouri (to the west and northwest of Montgomery City); however, the position of the apparent saline water-freshwater transition zone had shown relatively little change from its historic position as of 1997 (Imes 1985; Emmett and Imes 1984; Miller and Vandike 1997) and 2002 (MoDNR Fact Sheet FS-04 [Appendix B]).

2.2.2.2 Mississippian Aquifer

The principal groundwater-producing units of the Mississippian aquifer consist of the coarsely crystalline, fractured, and variably cherty Burlington-Keokuk limestones, as well as — to a lesser degree — the underlying shaly to dolomitic Sedalia and Chouteau Group limestones (Table 2.1). These units reach a combined thickness of approximately 200 ft in the vicinity of Montgomery County; however, yields of groundwater to wells from the Mississippian aquifer are typically relatively low, ranging from 5 to 15 gpm.

Pennsylvanian clastic rocks, consisting predominantly of shales with minor siltstones, sandstones, coal, and thin limestones, form an upper confining layer to the Mississippian aquifer across much of northern Missouri, reaching a thickness of approximately 300 ft at the western edge of the Northeastern Missouri groundwater province (Figure 11 in Miller and Vandike 1997; MoDNR Fact Sheet FS-04 [Appendix B]). The Pennsylvanian deposits thin rapidly to the east and southeast, however, and are absent along the northeastern margin of the state and in much of southern and eastern Montgomery County. In these areas, Pleistocene glacial till and drift materials and wind-blown loess directly overlie the Mississippian (and older) rock units and may serve to confine, or partially confine, the Mississippian aquifer. In contrast to northwestern Missouri, the hydrogeologic properties of the unconsolidated deposits that overlie bedrock in northeastern Missouri have not been studied in significant detail, because of their relatively poor capacity for groundwater production in comparison to the identified bedrock aquifers. Isolated bodies of sand and gravel within the drift can reportedly yield small quantities of groundwater to wells for domestic use (typically shallow wells of large diameter); however, yields from the drift wells are typically 10 gpm or less (Imes 1985; Miller and Vandike 1997). The Mississippian aquifer is absent in southern Montgomery County, along the Missouri River, and also to the northeast of the county along the Lincoln Fold (MoDNR Fact Sheet FS-06 [Appendix B]).

An estimate of the pre-development potentiometric surface (Figure 2.11) indicates that groundwater flow in the Mississippian aquifer in the northern portion of the northeastern

Missouri groundwater province is confined and generally toward the east. In the southeastern part of the province, the groundwater flow pattern becomes more complex, as the aquifer in this area becomes leaky confined to unconfined, and hence groundwater levels reflect greater influence of the local surface topography. In particular, localized highs in the potentiometric surface associated with recharge to the Mississippian aquifer were identified in the southwestern portion of Audrain County and the northern portion of Warren County, to the northwest and southeast, respectively, of Montgomery City (Imes 1985). The observed patterns of freshwater recharge and groundwater flow prevented the intrusion of saline groundwater from the more northern portion of the Mississippian aquifer (as noted for the Cambrian-Ordovician aquifer, Section 2.2.2.1) into the southeastern portion of the aquifer near Montgomery County.

2.2.3 Local Geology and Hydrogeology

Information on the characteristics of the local stratigraphic section in the vicinity of the former CCC/USDA grain storage facility at Montgomery City was obtained from drilling logs and well certification records obtained from the MoDNR Missouri Water Resource Center (for wells drilled prior to 1987) and from the MoDNR Water Protection Program, Public Drinking Water Branch, Wellhead Protection Section. A search of these records for the nine-section area surrounding the former CCC/USDA facility (T48N, R5W, Sections 4-6, and T49N, R5W, Sections 28-33) provided detailed lithologic logs for 7 wells (including active municipal wells PWS1, PWS2, and PWS3/Industrial Well, as well as the former [now abandoned] municipal well PWS2) and limited data for 23 additional wells and borings within approximately 1 mi of this location (Figure 2.12). The data obtained from the MoDNR (Appendix C) are summarized in Table 2.2.

Lithologic logs for six wells were used to construct a schematic geologic-hydrogeologic cross section, extending northwest-southeast through Montgomery City and passing approximately 1,500 ft southwest of the former CCC/USDA grain storage facility. The location of the section is shown in Figure 2.12, and the cross section is in Figure 2.13. The line of the section roughly follows the crest of a low topographic divide separating Clear Fork Creek and Elkhorn Creek, which also trend roughly northwest-southeast and lie to the southwest and northeast, respectively, of the former facility (Figure 2.3). The topographic relief in the immediate vicinity of the former facility is approximately 30-40 ft.

Figure 2.13 and Appendix C indicate that materials variously described as loess, glacial drift, till, and Mississippian residuum extend to a depth of 80-140 ft below the surface at Montgomery City. Pennsylvanian deposits were not originally identified by the MoDNR in the logs for wells (in Appendix C) along the line of section in Figure 2.13. More recent MoDNR documents indicate, however, that Pennsylvanian materials are present beneath the Quaternary sequence at Montgomery City (MoDNR 2005; 2006b). The possible occurrence of the Graydon Conglomerate, which predominantly contains residual chert from the underlying Mississippian units, is inferred from the available log data. The MoDNR noted that Pennsylvanian units are absent southwest of the city, along the Mineola structure and the trend of the Clear Fork-Smith Branch drainage (MoDNR 2006b).

The Quaternary, and possible Pennsylvanian, materials directly overlie the sequence of cherty, dolomitic, or ferruginous limestones (Burlington-Keokuk and Chouteau Group) recognized as the primary water-bearing units of the Mississippian aquifer (Section 2.2.2.2). The combined Mississippian interval illustrated ranges from 90 ft to 195 ft in thickness, with the thickest deposits identified in active well PWS2, to the northwest of the former facility.

As noted in Section 2.2.2.1, the Upper Ordovician to Upper Devonian shales that confine the Cambrian-Ordovician aquifer across much of northeastern Missouri are absent in the vicinity of the former CCC/USDA facility. Figure 2.13 indicates that the Mississippian aquifer limestones at Montgomery City overlie approximately 15-65 ft of Ordovician to Devonian fossiliferous limestones that in turn overlie the Ordovician Decorah Group, Plattin, and Joachim dolomites and limestones. The Decorah Group, Plattin, and Joachim deposits together range from approximately 107 ft to 155 ft in thickness. The latter units, which have been identified as having relatively little water-producing capacity, may locally serve as (possibly leaky) confining layers in Audrain and Montgomery Counties (Imes 1985; Emmett and Imes 1984; Miller and Vandike 1997).

The St. Peter sandstone, the only predominantly clastic unit identified in the local Paleozoic sequence, was encountered at depths of 360-435 ft BGL (below ground level) along the illustrated line of section (Figure 2.13). The St. Peter ranges from approximately 30 ft to 80 ft thick in the wells where it was fully penetrated. The Bracht well and the Allgermissen Ice Plant well (Figure 2.13) reach total depth within the St. Peter sandstone and were apparently targeted to this interval.

The deepest wells in the vicinity of the former CCC/USDA facility for which lithologic information is available (active Montgomery City municipal wells PWS2 at 1,175 ft BGL and PWS3/Industrial Well at 1,275 ft BGL) reach their total depths in the (Lower Ordovician) Roubidoux Formation and Gasconade Dolomite, respectively. No site-specific data are available on the possible complete thickness of the Cambrian-Ordovician aquifer in the vicinity of the former CCC/USDA facility; however, the data for these wells indicate a local thickness of at least 1,055 ft for the Ordovician deposits.

The available well logs and completion data suggest that the Cambrian-Ordovician aquifer is the primary target for groundwater supply at Montgomery City. Data for six domestic wells identified within approximately 1 mi of the former CCC/USDA facility indicate that these wells are relatively deep, with completion depths ranging from 455 ft to 680 ft BGL. With only one exception (see below), these wells have casing or liner depths of at least 300 ft BGL. A maximum depth of 280 ft BGL is indicated for the base of the (Mississippian) Choutou Group limestones along the local topographic high represented in Figure 2.13. Appendix C indicates that the active deep wells PWS1, PWS2, and PWS3/Industrial Well and the high school well are cased through the Pleistocene, Mississippian, and uppermost Ordovician deposits, as was the abandoned former well PWS2. Limited evidence suggests, however, that the Mississippian aquifer might be utilized at several locations. Figure 2.13 and Appendix C show that the Allgermissen Ice Plant well was drilled (in 1938) to the St. Peter Sandstone and cased through the loess/glacial deposits only, thus permitting access to the Mississippian strata. (No casing information is available for the Bracht well.) One domestic well (Dyke well, No. 227426, Appendix C) within 1 mi of the former CCC/USDA facility is also shown as having casing to a depth of 147 ft BGL and no liner; hence, this well might be open to both the Mississippian and Cambrian-Ordovician aquifers.

Relatively little site-specific data is presently available to the CCC/USDA or Argonne regarding the expected depths or movement of groundwater in the vicinity of the former CCC/USDA facility. Reported static water levels for the public and private wells identified in Appendix C range from 120 ft to 300 ft BGL; however, the time frame and conditions under which these values were recorded are generally unknown. The MoDNR (2001) stated that groundwater flow is reportedly to the southwest in the Cambrian-Ordovician aquifer and to the north in the Mississippian aquifer. Estimates of the potentiometric surfaces for these aquifers under historic conditions (Figures 2.10 and 2.11), however, suggested a possible groundwater flow direction to the southwest in the vicinity of Montgomery City in both the Cambrian-Ordovician and Mississippian aquifers (Imes 1985).

2.3 Previous Investigations

Carbon tetrachloride contamination was first detected (in soil and soil gas) at the former CCC/USDA grain storage facility in Montgomery City in January 2000, as the result of the pre-CERCLIS SSI conducted on behalf of the EPA Region VII (MoDNR 2001). Further investigations of the potential contamination associated with the former CCC/USDA facility were subsequently conducted by the EPA (May 2000) and the MoDNR (June 2001). The sequence and results of these investigations and related activities are in Table 2.3. Approximate sampling locations for the EPA SSI and the MoDNR studies are shown with analytical results in Figures 2.14 and 2.15.

2.3.1 EPA Pre-CERCLIS Site Screening Investigation in January 2000

In 1999-2000, TN & Associates, Inc., conducted a Pre-CERCLIS SSI at the former CCC/USDA grain storage facility in Montgomery City on behalf of EPA Region VII. The investigation included a reconnaissance visit to the former site on October 26, 1999, and limited sampling of the local soils, soil gas, and groundwater on January 24, 2000. Information pertaining to this investigation is available to the CCC/USDA and Argonne from data tables and figures reproduced from the SSI original report (TN & Associates 2000) in the MoDNR (2001) PA/SI report, as well as in sample collection field sheets provided to the CCC/USDA by the EPA (2000a).

Five samples of soil gas and one field blank sample were collected during the SSI, at the approximate locations shown in Figure 2.14. One soil gas sample was recovered beneath each of the three rectangular storage building foundations, as well as at each of two locations immediately north of the foundations, by using a Geoprobe. The soil gas samples were collected at depths of 8-15 ft BGL. Two soil samples were also collected beneath the western foundation. A depth of 13.5-15.5 ft is cited for the “deeper” soil sample (by the MoDNR 2001), and no depth is indicated for the second soil sample. Data provided by the EPA (2000a) indicate depths of 13-16 ft and 1-3 ft, respectively, for the deeper and shallow soil samples (Table 2.3). Groundwater was reported as not being encountered during drilling with the Geoprobe (to a depth of 16 ft BGL); however, groundwater samples were collected from two of the city’s active wells, PWS2 and PWS3/Industrial Well. Analyses were conducted for VOCs in the soil gas samples; VOCs and 1,2-dibromoethane in the soil samples; and VOCs, nitrogen/nitrate/nitrite, 1,2-dibromo-3-chloropropane, and ethylene dibromide in the groundwater samples. The

analytical results for selected compounds in these samples (Table 2.3) were summarized in the SSI report (Table 4-1 in TN & Associates 2000). This SSI table was reproduced in the PA/SI report (Appendix A, Table 1, in MoDNR 2001). The CCC/USDA and Argonne do not have access to the original SSI report (TN & Associates 2000) itself.

The results of the SSI soil gas sampling in January 2000 were described by the MoDNR (2001) as a non-quantitative indicator of potentially contaminated soil areas. Contaminants that might be associated with the former use of grain fumigants were identified in several soil gas samples. Carbon tetrachloride was detected in the samples collected beneath both the western and eastern rectangular foundations, at concentrations of $58 \mu\text{g}/\text{m}^3$ and $550 \mu\text{g}/\text{m}^3$, respectively, and carbon disulfide was reported (at $10 \mu\text{g}/\text{m}^3$) in the soil gas sample collected beneath the central foundation (Table 2.3). Chloroform was identified in the soil gas samples collected beneath all three foundations, at concentrations ranging from $3.7 \mu\text{g}/\text{m}^3$ to $160 \mu\text{g}/\text{m}^3$, with the highest value occurring at the eastern foundation. Chloromethane and acetone were detected in all five soil gas samples and in the field blank. Benzene, toluene, and xylene were variously detected at low levels in the soil gas samples from beneath and north of the foundations; benzene was also identified in the field blank, at the highest level reported for all samples ($9.3 \mu\text{g}/\text{m}^3$). Several additional compounds that appear unrelated to the potential former use of grain fumigants at this site, including butanol, 2-butanone, decane, pentanal, and propanal, were reported in the soil gas sample from beneath the central foundation, as well as in the sample collected north of the eastern foundation (Table 2.3 and Figure 2.14).

The SSI report (TN & Associates 2000) data table reproduced by the MoDNR (2001) indicates that carbon tetrachloride and 1,2-dichloroethane were detected in the deeper soil sample (identified as sample #396-201) collected beneath the western rectangular foundation, at concentrations of $220 \mu\text{g}/\text{kg}$ and $84 \mu\text{g}/\text{kg}$, respectively. However, the concentration units for these results are discussed as parts per million (ppm or mg/kg) in the PA/SI report (Section 2.4 in MoDNR 2001). This 1,000-fold discrepancy in units cannot be resolved by the documentation presently available to the CCC/USDA and Argonne (which does not include the SSI report).

The SSI report (TN & Associates 2000) data table reproduced by the MoDNR (2001) further indicates that the detected levels of carbon tetrachloride and 1,2-dichloroethane *did not exceed* the contemporary (2001) Tier 1, Scenario A, Cleanup Levels for Missouri Soil Target Concentration (STARC) values. Per Appendix A, Table 4, of the PA/SI report (MoDNR 2001), the STARC was 2 ppm or $2,000 \mu\text{g}/\text{kg}$ for each compound. The statement in the SSI report data

table (TN & Associates 2000) about the relationship of the results for sample #396-201 to the STARC values supports an interpretation that the correct values were given in the SSI report — specifically 220 µg/kg and 84 µg/kg, respectively, for carbon tetrachloride and 1,2-dichloroethane — but that the units were misquoted by the MoDNR (2001). This is the tentative interpretation under which the present investigation is proceeding.

The carbon tetrachloride concentration (220 µg/kg) reported by TN & Associates (2000) is greater than the current MRBCA DTL value (79.6 µg/kg) for this contaminant in soils of all types. No MRBCA DTL for 1,2-dichloroethane has been established by the MoDNR (2006a); this compound is not related to activities of the CCC/USDA.

Carbon tetrachloride was not detected in the groundwater samples collected during the SSI work from active wells PWS2 and PWS3/Industrial Well, at an indicated reportable level of 0.02 µg/L. Trace levels of benzene (0.02 µg/L) and chloroform (0.12 µg/L) were reported for the groundwater sample from active well PWS2.

2.3.2 EPA Additional Sampling in May 2000

An additional investigation was performed by the EPA in relation to the former CCC/USDA facility at Montgomery City in May 2000; however, neither analytical results nor detailed location information regarding this study were provided in the PA/SI report (MoDNR 2001). The MoDNR (2001) did report that copies of sample transmittal letters were obtained from the EPA (Burnett 2000a,b), which indicated that the investigation included the sampling of one private drinking water well approximately 1 mi northwest of the former facility, plus soil and soil gas sampling at a residence less than 0.5 mi northeast of the former facility.

Data summary sheets obtained by the CCC/USDA for the May 2000 sampling event (EPA 2000b) indicate that four soil gas samples and two soil samples were collected at unidentified “Montgomery City” locations 1-5 (Table 2.3); individual sample collection field sheets for these samples included in the EPA (2000b) document suggest that the soil and soil gas sampling occurred at the Bratcher residential property, approximately 0.5 mi north of the former CCC/USDA facility. The EPA data sheets also indicate sampling of the Herbert Bracht private well and active municipal well PWS1 on May 18, 2000, in conjunction with this event (EPA

2000b). Available MoDNR well records indicate that the Bracht private well is approximately 1.6 mi northwest of the former CCC/USDA facility (Figure 2.12).

The MoDNR (2001) reported that “all results were non-detect for this drinking water well” and “analytical results from both the soil and soil gas samples indicate that various petroleum products, such as benzene, octane, pentane, and propanal, were detected slightly above detection limits,” as well as that chloroform was detected in a soil sample. The EPA (2000b) summary sheets concur with these statements; however, no chloroform was detected in either of the soil samples for which analyses were reported by the EPA, and no VOCs were identified in the groundwater sample from active municipal well PWS1.

2.3.3 MoDNR Preliminary Assessment/Site Inspection Investigation in May-June 2001

The MoDNR conducted a PA/SI investigation of the former CCC/USDA facility in 2001. The investigation activities included a site visit on May 22, 2001, and a sampling event on June 8, 2001. During the June 8 event, seven subsurface soil samples and one groundwater sample were collected at the former facility, at the approximate locations shown in Figure 2.15. At this time, groundwater samples were also collected from active municipal wells PWS2 and PWS3/Industrial Well (located within 1 mi to the northwest and south, respectively, of the former facility) and from one private (Hemeyer) drinking water well located within 1 mi to the northeast of the former facility.

Five soil samples (including one duplicate) were collected in the vicinity of the rectangular former storage building foundations, and two samples were collected to the southwest of the foundations, near the main (Fairgrounds Road) entrance to the fenced portion of the fairgrounds property. One of the latter locations (SB06) was described by the MoDNR as a “background” soil sampling point (MoDNR 2001). A single groundwater “grab” sample was collected from a location (SB01) north of the eastern foundation (Figure 2.15). No information was provided regarding the method(s) used for sampling or analysis of the soil or groundwater samples; however, recovery depths of 14.5-17 ft BGL were indicated for the soil samples (MoDNR 2001).

Carbon tetrachloride (17 µg/kg) was identified in the subsurface soil sample collected at a depth of 16.5-17 ft BGL at location SB02 (Figure 2.15), beneath the eastern foundation. The

sampling at SB02 is reported to have taken place through a pre-existing break near the center of the concrete foundation. Carbon tetrachloride and chloroform were identified in the soil sample (14.5-15 ft BGL) from location SB04 (Figure 2.15 and Table 2.3), northwest of the western foundation, at concentrations of 2,810 µg/kg and 82 µg/kg, respectively. No other VOCs were detected at SB02 or SB04. The observed carbon tetrachloride and chloroform concentrations at SB04 exceeded the MRBCA DTL values for these contaminants in soils of all types (79.6 µg/kg and 76.6 µg/kg, respectively). No VOCs were detected in the subsurface soils at sampling locations SB03, SB05, or SB06 (Table 2.3).

No depth information was provided for the groundwater sample collected at location SB01 (Figure 2.15 and Table 2.3); however, it was described as “medium brown and heavily turbid” (MoDNR 2001). Carbon tetrachloride and chloroform were detected in the sample at concentrations of 42.2 µg/L and 58.4 µg/L, respectively. The identified carbon tetrachloride concentration is greater than the MRBCA DTL value for this contaminant in groundwater (5.0 µg/L); the observed chloroform concentration is below the corresponding MRBCA DTL (80 µg/L) for this contaminant.

No VOCs were detected in the groundwater samples from active Montgomery City public wells PWS2 and PWS3/Industrial Well, or in the samples from the Hemeyer private well.

2.4 Summary

The findings of investigations performed at the former CCC/USDA facility in Montgomery City from 2000 to 2001 are summarized in Table 2.3 and Figures 2.14 and 2.15. The findings are as follows:

- The presence of carbon tetrachloride contamination was detected in the subsurface soils and groundwater at the former facility, at concentrations greater than the respective MRBCA DTL values for these media (79.6 µg/kg and 5.0 µg/L). The concentrations and locations of the identified contamination are as follows:
 - Carbon tetrachloride was identified at a concentration of 220 µg/kg in a subsurface soil sample collected at 13.5-15.5 ft BGL beneath the western

of three concrete Quonset building foundations that remain at the former facility, as well as at 2,810 $\mu\text{g}/\text{kg}$ in a soil sample collected at 14.5-15 ft BGL at a location approximately 61 ft northwest of the western foundation. Carbon tetrachloride was also detected at a level (17 $\mu\text{g}/\text{kg}$) below the MRBCA DTL in one soil sample collected at 16.5-17 ft BGL beneath the remaining eastern foundation.

- Carbon tetrachloride was identified at a concentration of 42.2 $\mu\text{g}/\text{L}$ in one groundwater sample recovered (in June 2001, at an unspecified depth) from a location approximately 55 ft north of the eastern concrete foundation. Chloroform was also detected in this sample, at a concentration (58.4 $\mu\text{g}/\text{L}$) below the MRBCA DTL for this contaminant (80 $\mu\text{g}/\text{L}$).
- Carbon tetrachloride was detected in soil gas samples collected beneath the western (58 $\mu\text{g}/\text{m}^3$) and eastern (550 $\mu\text{g}/\text{m}^3$) foundations, and chloroform was detected (at concentrations of 3.7-160 $\mu\text{g}/\text{m}^3$) in soil gas samples collected beneath all three of the remaining foundations.
- No carbon tetrachloride was identified in groundwater samples collected from active Montgomery City public wells PWS2 and PWS3/Industrial Well in January 2000 and June 2001. Traces of chloroform (0.12 $\mu\text{g}/\text{L}$) and benzene (0.02 $\mu\text{g}/\text{L}$) were detected at active well PWS2, and a trace of chloromethane (0.02 $\mu\text{g}/\text{L}$) was identified at active well PWS3/Industrial Well during the January 2000 sampling event. No VOCs were detected in either well in June 2001. No VOCs were detected in groundwater from active municipal well PWS1 in sampling conducted in May 2000.
- No VOCs were identified in the Bracht private drinking water well northwest of the former CCC/USDA facility (sampled in May 2000) or in the Hemeyer drinking water well within 1 mi to the northeast of the former facility (sampled in June 2001).
- The geologic section beneath the former CCC/USDA facility at Montgomery City is expected to consist of 80-140 ft of loess and glacial till/drift overlying

- a very thick (> 1,100 ft) sequence of Paleozoic (Cambrian to Mississippian) limestones and dolomites, which in turn rest on Precambrian basement.
- Two regionally developed aquifers are expected beneath the former CCC/USDA facility, as follows:
 - The shallower Mississippian aquifer, primarily hosted by coarsely crystalline, fractured, and variably cherty limestones (Burlington and Keokuk), and underlying shaly to dolomitic limestones (Sedalia and Chouteau). The estimated depth to the top of the aquifer is 80-140 ft BGL near the former CCC/USDA facility, and the estimated thickness of the combined limestone units is 90-200 ft.
 - The deeper Cambrian-Ordovician aquifer, composed of multiple — primarily dolomitic — units, of which the most important for groundwater production are the St. Peter Sandstone, the Roubidoux Formation, the Gasconade Dolomite, and the Eminence and Potosi Dolomites. Available well data indicate that formations within the Cambrian-Ordovician aquifer below the Gasconade Dolomite have not been tapped for groundwater production in the vicinity of the former CCC/USDA facility. The estimated depth to the uppermost permeable aquifer unit (St. Peter) is 360-440 ft BGL in the vicinity of the former CCC/USDA facility. The full thickness of the Cambrian-Ordovician aquifer at Montgomery City cannot be determined from available well data, but a local thickness of at least 1,055 ft is indicated for the Ordovician deposits.
 - In contrast to northwestern Missouri, the unconsolidated loess, glacial till and drift, and potential Pennsylvanian or Mississippian residuum deposits that overlie bedrock in northeastern Missouri have not been studied in detail, because of their poor capacity for groundwater production in comparison to the identified bedrock aquifers.
 - Well logs and completion data obtained from available MoDNR records suggest that the Cambrian-Ordovician aquifer is the primary target for groundwater supply at Montgomery City. Limited evidence suggests,

however, that the Mississippian aquifer might also be tapped for groundwater by wells at several locations.

- Upper Ordovician to Devonian shales and Pennsylvanian shales that form, respectively, the primary upper confining units for the Cambrian-Ordovician and Mississippian aquifers across much of northern Missouri are absent in the vicinity of Montgomery City. Relatively impermeable Ordovician (Decorah Group, Platin, and Joachim) limestones and dolomites might locally serve as a (possibly leaky) confining layer for the Cambrian-Ordovician aquifer, while Pleistocene glacial deposits might similarly serve as a (possibly leaky) confining layer for the Mississippian aquifer.

TABLE 2.1 Stratigraphic section of the Northeastern Missouri Groundwater Province.^a Source of information: Imes (1985).

System	Series	Group of Formation	Lithology	Hydrology	
Quaternary	Recent	Alluvium	Clay, silt, sand and gravel, Stream deposits	Yields 25-100 gpm where there is sufficient thickness of "clean" saturated sand and gravel.	
	Pleistocene	Glacial Till or Drift	Silty, clay, sand, gravel and boulders. May be bedded or indeterminate mixture. Deposited by melting glaciers.	Yields 5-275 gpm are possible where sufficient thickness of "clean" saturated sand and gravel is present.	
Pennsylvanian	Missourian	Pleasanton Group	Dominantly clastic sediments. Shale, siltstone and scattered sandstone beds.	Not water bearing except where sandstone channels occur; then yields of 3-4 gpm are possible.	
		Marmaton Group	Shale, limestone, clay and coal beds	Not utilized as a source of groundwater in this province.	
	Desmoinesian	Cherokee Group	Sandstone, siltstone, shale, underclay, coal and thin limestone beds. Recognizable cyclic sequences		
		Krebs Subgroup	Sandstone, siltstone, shale, clay, thin limestones. Some coal beds in shale sequences. Beds of conglomerate locally.		
Mississippian	Meramecian	Ste. Genevieve Limestone St. Louis Limestone	Fine- to medium-crystalline limestone and shale	May yield 5-10 gpm where units are not deeply buried. Water is mineralized when found below 300 feet.	
		Salem Formation	Buff-colored limestone, dolomitic limestone and shale		
		Warsaw Formation	Fine- to coarsely-crystalline limestone		
	Osagean	Keokuk Limestone	Bluish gray, medium- to coarsely-crystalline, medium-bedded lime stone. Abundant light-gray chert.	May yield 10-15 gpm of potable water near the outcrop line. Water is mineralized where formation is deeply buried.	
		Burlington Limestone	White to tan, coarsely-crystalline, fossiliferous limestone with layered chert nodules.		
	Rock units below the base of the Burlington Limestone contain mineralized water north of freshwater/saline water transition zone.				
	Kinderhookian	Sedalia Limestone Chouteau Limestone	Limestone, dolomite, and shale		
Hannibal Shale		Shale	Confining layer throughout much of northern Missouri, thinning to the south.		
Devonian	Upper Devonian	Louisiana Limestone Grassy Creek Shale Snyder Creek Shale	Shale and Limestone	Confining layer.	
		Middle Devonian	Cedar Valley Limestone	Unimportant as an aquifer. Possible leaky confining layer.	
	Lower Devonian				
Silurian		Bowling Green Dolomite	Limestone and dolomite		
Ordovician	Cincinnatian	Maquoketa Shale	Shale	Confining layer in extreme east along Mississippi River.	
	Mohawkian	Kimmswick Limestone	Dolomite and limestone	Yields generally sufficient for domestic supplies, 5-10 gpm.	
		Decorah Group Plattin Limestone Joachim Dolomite	Dolomite, limestone and shale	Limited source of water. Locally may be confining layers.	
	Whiterockian	St. Peter Sandstone	Sandstone and dolomite	Good production for domestic, farm and small industry. Excessively mineralized in the north 25-75 gpm.	
	Canadian	"Powell" Dolomite Cotter Dolomite Jefferson City Dolomite	Dolomite	Unimportant as an aquifer, but may produce sufficient water locally for domestic and farm use. 0-25 gpm.	
		Roubidoux Formation	Sandstone and dolomite	Good producer. Commonly sufficient for municipal, industrial and irrigation water supplies. 50-500 gpm.	
		Gasconade Dolomite Gunter Sandstone Mbr.	Dolomite and sandstone		
		Eminence Dolomite Potosi Dolomite	Dolomite	Excellent producer. Capable of large yields for large cities, industry and irrigation. 440-1,100 gpm.	
Cambrian	Croixian	Derby-Doe Run Dolomites	Shale and dolomite	Limited source of water.	
		Davis Formation		Confining layer in northern Missouri.	
		Bonneterre Dolomite Lamonte Sandstone	Sandstone and dolomite	Little information available. Probably some production from the Lamote sandstone.	
Precambrian			Igneous rocks	Unimportant as a source of water.	

^a Yellow shading indicates confining layers; blue shading indicates aquifers.

TABLE 2.2 Summary of well and boring information obtained from the MoDNR Missouri Water Resource Center (for wells drilled prior to 1987) and from the MoDNR Water Protection Program, Public Drinking Water Branch, Wellhead Protection Section, for the nine-section area surrounding the former CCC/USDA facility's location at Montgomery City.^a

Ref. No./ Well Log No.	Well Type	Site Address	Owner, Owner Address	Usage	Depth (ft BGL)	Elev (ft AMSL)	Casing Depth (ft)	Yield (gpm)	SWL (ft)	Latitude			Longitude			Coordinates, UTM 83	
										Deg	Min	Sec	Deg	Min	Sec	x	y
<i>T48N R5W S4</i>																	
-/19412	Noncommunity public	Montgomery Co. R-2 High School #1	R-2 High School, Montgomery City, MO	-	1100	850	350	-	265	-	-	-	-	-	-	631649	4312490
<i>T48N R5W S5</i>																	
00105029	Abandoned	-	MFA Agri-Service, 226 N. Walder, Montgomery City, MO	Unknown	452	0	-	0	0	38	57	46.5	91	29	34.7	630567	4313741
00069776/28718	Well (Active PWS3/Industrial)	-	Montgomery City, MO, City Hall, Montgomery City, MO	Public	1275	-837	500	400	286	-	-	-	-	-	-	630628	4313417
<i>T48N R5W S6</i>																	
00024912	Well	-	Jorgesen, 77 Blue Jay, Montgomery City, MO	Domestic	545	829	126	60	160	38	57	25.8	91	30	26.5	629331	4313083
00138606	Well	-	Montgomery Salvage, Inc., Hwy. 161 S., Montgomery City, MO	Domestic	500	820	254	40	220	38	57	11.3	91	30	43.4	628932	4312629
00237531	Pump	-	Hendricks, 56 Fordson Rd., Montgomery City, MO	Domestic	507	0	-	0	0	38	57	27.4	91	31	3.9	628430	4313117
00278117	Well	-	Hendricks, 56 Fordson Rd., Montgomery City, MO	Domestic	507	0	147	75	0	38	57	33.7	91	30	55.4	628632	4313315
<i>T49N R5W S28</i>																	
00177862	Heat pump	-	Kremer, Rt 1 Box 162, Loose Creek, MO	Unknown	150	600	-	0	0	38	59	0	91	28	55.5	631473	4316023
00324980	Abandoned	Hwy. 161, Montgomery City	GSRAD, 111 Fairgrounds Rd., Rolla, MO	Soil boring	0	765	-	0	0	38	58	53.2	91	28	20.7	632314	4315827
<i>T49N R5W S29</i>																	
00047614	Well	-	Brookman, Whyte, John, Montgomery City, MO	Domestic	610	610	213	60	198	38	59	19.6	91	29	49.2	630171	4316606
00102916	Heat pump	-	Frehse, 4 Clifden Dr., Montgomery City, MO	Unknown	125	0	-	0	0	38	59	19.6	91	29	49.2	630171	4316606
<i>T49N R5W S30</i>																	
00404465	Well	209 Lingberg Rd.	Vajzovic, 5866 Hwy. KK, Cuba, MO	Domestic	386	0	160	30	120	38	59	41.9	91	30	35.5	629046	4317275
-/A819447	Well	-	Bracht, Montgomery City, MO	Private	500	832	-	-	-	-	-	-	-	-	-	628549	4316363
<i>T49N R5W S31</i>																	
00115609	Monitoring	723 N. Sturgeon, Montgomery City	Montgomery City Landfill, 723 N. Sturgeon, Montgomery City, MO	Monitoring	26	773	12.0	0	0	38	58	8.6	91	30	58.6	628537	4314389
00115610	Monitoring	723 N. Sturgeon, Montgomery City	Montgomery City Landfill, 723 N. Sturgeon, Montgomery City, MO	Monitoring	39	784	12.0	0	0	38	58	8.6	91	30	58.6	628537	4314389
00115611	Monitoring	723 N. Sturgeon, Montgomery City	Montgomery City Landfill, 723 N. Sturgeon, Montgomery City, MO	Monitoring	21	777	12.0	0	0	38	58	8.6	91	30	58.6	628537	4314389
00183930	Abandoned	Montgomery City	Montgomery City Landfill, 9400 Ward Pkwy., Montgomery City, MO	Unknown	26	0	-	0	0	38	58	8.3	91	30	33.7	629136	4314390
00227426	Well	-	Dyke, 50 Old Williamsburg Rd., Montgomery City, MO	Domestic	455	0	147	30	200	38	58	28.8	91	30	54	628638	4315014
-/21921	Well (Active PWS1)	-	Montgomery City, City Hall, Montgomery City, MO	Public	1150	835	350	262	245	-	-	-	-	-	-	628916	4315800
<i>T49N R5W S32</i>																	
00021764	Heat pump	7 Wright Ct.	Cobb, 203 Patton, Montgomery City, MO	Vertical	140	0	-	0	0	38	58	27	91	29	50.6	630164	4314984
00177747	Heat pump	Rosenthal Estates	Block, 216 N Deritz, Montgomery City, MO	Unknown	140	0	-	0	0	38	58	27	91	29	50.6	630164	4314984
00242282	Heat pump	-	Porter, 2 Wright Ct., Montgomery City, MO	Vertical	145	0	-	0	0	38	58	19.9	91	29	25.8	630765	4314774
00269674	Monitoring	Spinsby & Walker St.	Aaron's Oil Co. (Shetz), PO Box 106, Montgomery City, MO	Monitoring	15	0	12.0	0	0	38	58	24	91	30	19.9	629459	4314880
00269675	Monitoring	Spinsby & Walker St.	Aaron's Oil Co. (Shetz), PO Box 106, Montgomery City, MO	Monitoring	15	0	12.0	0	0	38	58	24	91	30	19.9	629459	4314880
00276761	Abandoned	Spinsby & Walker St.	Aaron's Oil, Inc., PO Box 106, Montgomery City, MO	Soil boring	25	0	-	0	0	38	58	26.7	91	30	17.7	629512	4314964
00324182	Abandoned	Spinsby & Walker St.	Aaron's Oil Co., PO Box 106, Montgomery City, MO	Soil boring	15	0	-	0	0	38	58	24	91	30	19.7	629465	4314879
-/3938	Abandoned (Former PWS2)	-	Montgomery City, City Hall, Montgomery City, MO	Public	1076	834	350	124	-	-	-	-	-	-	-	629665	4315711
-/28232	Well (Active PWS2)	-	Montgomery City, City Hall, Montgomery City, MO	Public	1175	825	350	350	-	-	-	-	-	-	-	629452	4315557
-/5381	Industrial high capacity	-	Allgermissen Ice Plant	-	443	816	83	20	40	-	-	-	-	-	-	629465	4315087
<i>T49N R5W S33</i>																	
00036076	Well	-	Hemeyer, RR 1 Box 77A, Montgomery City, MO	Domestic	680	0	211	40	300	38	58	31.5	91	28	51	631596	4315146

^a Abbreviations: Ref. No., Reference Number; Elev, Elevation; SWL, Standing Water Level.

TABLE 2.3 Summary of organic analysis results for previous investigations of carbon tetrachloride contamination at Montgomery City.

Sample Medium	Sample	Date	Location	Depth (ft BGL)	Carbon Tetrachloride	Chloroform	Methylene Chloride	Chloromethane	Carbon Disulfide	1,2-Dichloroethane	Other Compounds	Units
<i>Pre-CERCLIS site screening by TN & Associates, Inc., on behalf of the EPA, January 2000. Source: MoDNR (2001).</i>												
Water	396-1	1/24/00	Active PWS 3/Industrial Well	1,275	0.02 U ^a	0.02 U	1 U	0.2	0.3 U	0.1 U		µg/L
Water	396-2	1/24/00	Active PWS 2	1,175	0.02 U	0.12	1 U	0.2 U	0.3 U	0.1 U	Benzene (0.02); bromodichloromethane (0.13)	µg/L
Water	396-44	1/21/00	Trip Blank	–	0.02 U	0.02 U	1 U	0.2 U	0.3 U	0.1 U	Acetone (18); benzene (0.02)	
Soil Gas	396-101	1/24/00	East Concrete Pad	15	550	160	2.4 U	2.5	8.6 U	2.8 U	Acetone (22); toluene (3.6)	µg/m ³
Soil Gas	396-102	1/24/00	Middle Concrete Pad	8	4.2 U	3.7	2.3 U	2.3	8.2 U	2.7 U	Acetone (96); butanal (48); 2-butanone (18); heptanal (18); pentanal (27); propanal (51); toluene (6.5); xylene (3.2)	µg/m ³
Soil Gas	396-103	1/24/00	West Concrete Pad	14	58	31	2.4 U	2.9	10	4.1	Acetone (14); benzene (5.8); toluene (7.7); xylene (4.2)	µg/m ³
Soil Gas	396-104	1/24/00	NNW of West Concrete Pad	11-12	4.3 U	3.3 U	2.4 U	2.7	8.5 U	2.8 U	Acetone (13); benzene (2.6); propanal (7.5); toluene (4.9)	µg/m ³
Soil Gas	396-105	1/24/00	NNE of East Concrete Pad	8.5-9.5	4.3 U	3.3 U	2.3 U	2.2	8.4 U	2.7 U	Acetone (130); butanal (42); 2-butanone (65); decane (530); pentanal (24); 2-pentanone (27); propanal (29); 2-propanal (12); toluene (3.6); 1,2,4-trimethylbenzene (3.9)	µg/m ³
Soil Gas	396-142	1/28/00	Field Blank	–	4.3 U	3.3 U	2.4 U	1.7	8.5 U	2.8 U	Acetone (8.8); benzene (3.4); toluene (5.5); xylene (3.7)	
Soil	396-200	1/24/00	West Concrete Pad	1-3	13 U	13 U	13 U	13 U	13 U	13 U		µg/kg
Soil	396-201	1/24/00	West Concrete Pad	13-16	220	12 U	12 U	12 U	12 U	84		µg/kg
Soil	396-218	1/24/00	Trip Blank	–	10 U	10 U	13 U	10 U	10 U	10 U	Acetone (140); 2-butanone (30); methyl tert-butyl ether (10); 4-methyl-2-pentanone (12)	
<i>Follow-up sampling for pre-CERCLIS site screening by TN & Associates, Inc., on behalf of the EPA, in May 2000. Source: MoDNR (2001).</i>												
Soil Gas	604-9	5/18/00	Location #1	12-15	5.6 U	4.3 U	14 U	2.0	11 U	3.6 U	Acetone (49); decane (58); 4-methyl-2-pentanone (29); octane (160); propanol (37); toluene (6.1)	µg/m ³
Soil Gas	604-10	5/18/00	Location #2	10-15	22 U	120	58 U	7.3 U	44 U	14 U	Acetone (100); decane (120); 4-methyl-2-pentanone (210); octane (310); toluene (14)	µg/m ³
Soil Gas	604-11	5/18/00	Location #3	10-15	5 U	16	13 U	1.7	10 U	3.2 U	Acetone (88); benzene (9.0); butanal (38); 2-butanone (17); decane (280); heptanal (21); 4-methyl-2-pentanone (43); octane (210); pentane (16); propanal (55); toluene (9.8); 1,2,4-trimethylbenzene (9.8); xylene (10)	µg/m ³
Soil Gas	604-12	5/18/00	Location #4	10-15	5.4 U	17	14 U	1.8 U	11 U	3.4 U	Acetone (44); benzene (8.0); butanal (26); decane (41); 4-methyl-2-pentanone (20); octane (120); pentane (19); propanal (33); toluene (6.7)	µg/m ³
Soil Gas	604-32	5/19/00	Field Blank	–	4.6 U	3.6 U	14 U	2.4	9.1 U	3 U	Acetone (18); butanal (10); propanal (15)	
Soil	604-104	5/18/00	Location #5	11-13	3.1 U	4.5 U	12 U	2.9 U	3.2 U	8.3 U	Acetone (41); 2-butanone (36)	µg/kg
Soil	604-105	5/18/00	Location #5	21-23	3.2 U	4.8 U	13 U	3 U	3.4 U	8.8 U	Acetone (34); 2-butanone (19); toluene (4.3)	µg/kg
Soil	604-114	5/19/00	Trip Blank	–	1.2 U	0.83 U	5.6	2.9	3.6	0.99 U	Acetone (250); benzene (3.2); 2-butanone (29); 1,4-dichlorobenzene (3); ethylbenzene (2.6); 4-methyl-2-pentanone (7.4); toluene (7.8); xylene (12)	
Water	604-205	5/18/00	Active PWS1	1,150	0.23 U	0.23 U	0.37 U	0.26 U	0.3 U	0.17 U		µg/L
Water	604-206	5/18/00	Herbert Bracht residence	500	0.23 U	0.23 U	0.37 U	0.26 U	0.3 U	0.17 U		µg/L
Water	604-222	5/19/00	Trip Blank	–	0.23 U	0.23 U	0.37 U	0.26 U	0.92 J	0.28 U	Toluene (0.66)	
<i>Preliminary assessment/site inspection, Missouri Department of Natural Resources, June 2001. Source: MoDNR (2001).^b</i>												
Water	0119871	6/8/01	Hemeyer residential well	680	1 U	1 U	20 U	25 U	1 U	1 U		µg/L
Water	0119872	6/8/01	Active PWS2	1,175	1 U	1 U	20 U	25 U	1 U	1 U		µg/L
Water	0119873	6/8/01	Active PWS3/Industrial Well	1,275	1 U	1 U	20 U	25 U	1 U	1 U		µg/L
Water	0119874	6/8/01	Duplicate of 0119872 (PWS2)	1,175	1 U	1 U	20 U	25 U	1 U	1 U		µg/L
Water	0119875	6/8/01	SB-01	Not reported	42.2	58.4	20 U	25 U	1 U	1 U		µg/L
Soil	0119876	6/8/01	SB-02	16.5-17	17	5 U	100 U	125 U	5 U	5 U		µg/kg
Soil	0119877	6/8/01	SB-03	14.5-15	5 U	5 U	100 U	125 U	5 U	5 U		µg/kg
Soil	0119878	6/8/01	SB-03, Duplicate	14.5-15	5 U	5 U	100 U	125 U	5 U	5 U		µg/kg
Soil	0119879	6/8/01	SB-03	13.5-14	5 U	5 U	100 U	125 U	5 U	5 U		µg/kg
Soil	0119880	6/8/01	SB-04	14.5-15	2810	82	100 U	125 U	5 U	5 U		µg/kg
Soil	0119881	6/8/01	SB-05	14.5-15	5 U	5 U	100 U	125 U	5 U	5 U		µg/kg
Soil	0119882	6/8/01	SB-06	14.5-15	5 U	5 U	100 U	125 U	5 U	5 U		µg/kg

^a U, not detected at the indicated reporting limit.

^b Results are as tabulated by MoDNR (2001). Complete analytical results were not available for review.

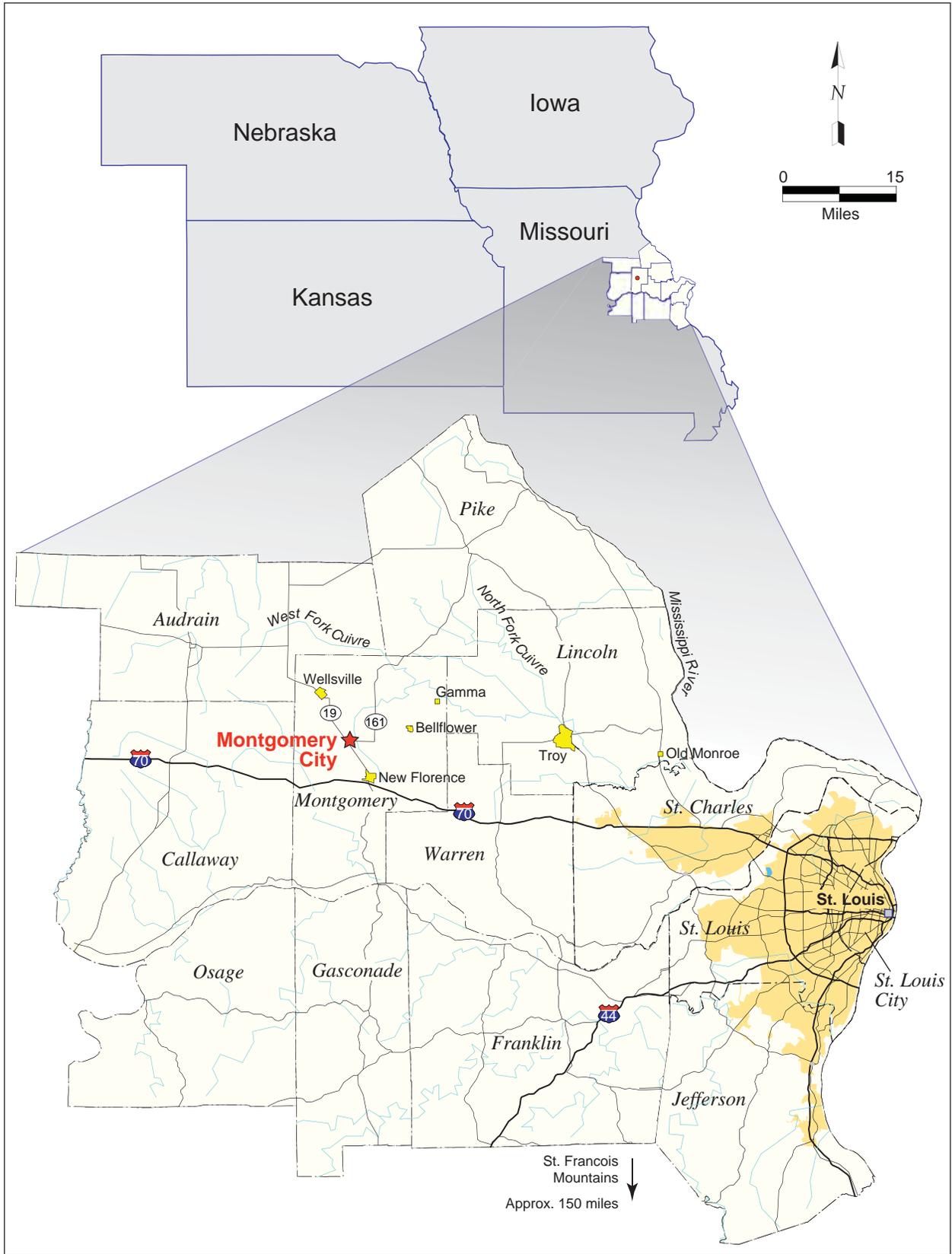


FIGURE 2.1 Location of Montgomery City, Missouri, and other features.

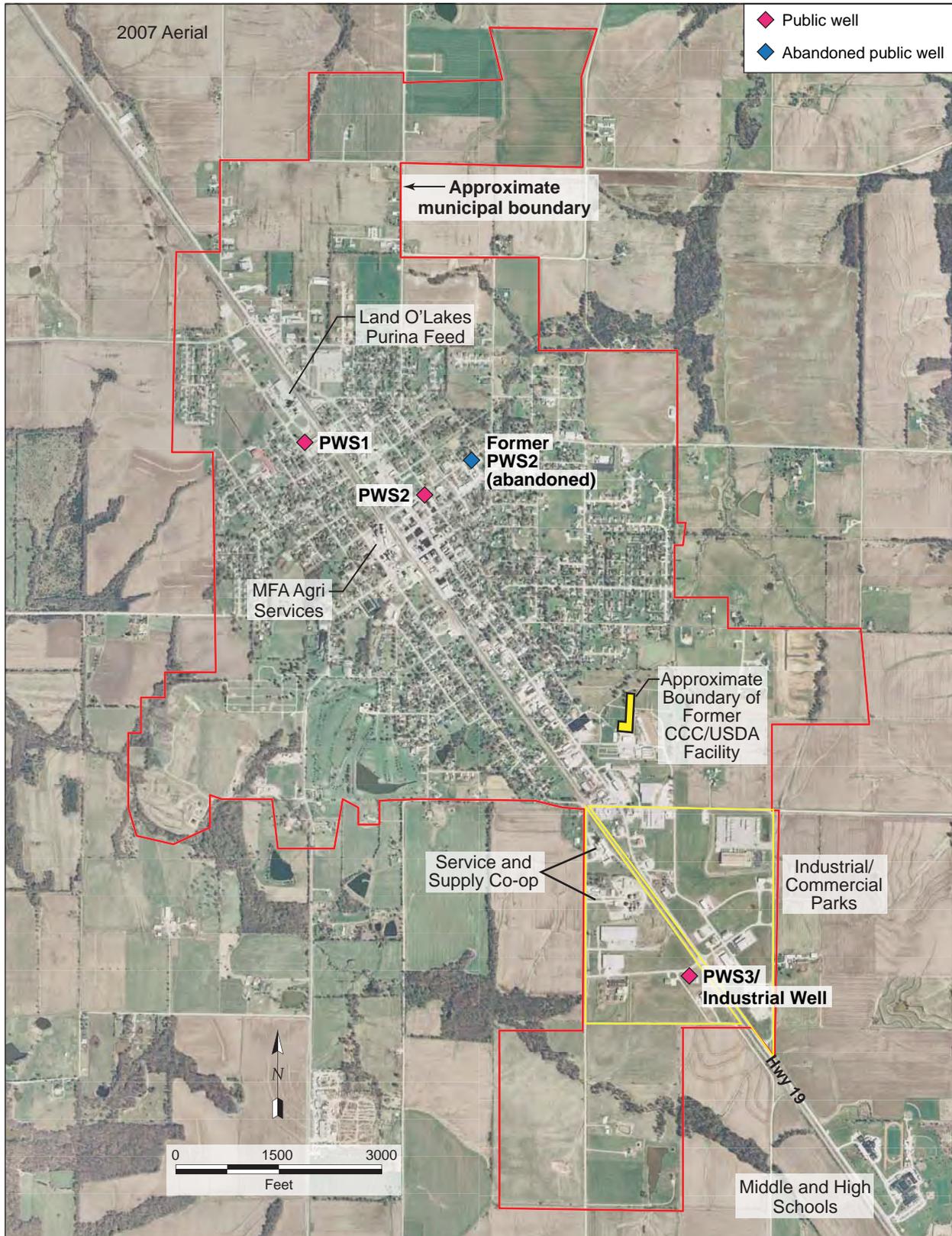


FIGURE 2.2 Locations of State Highway 19, the former CCC/USDA grain storage facility, current commercial grain storage facilities, and active public wells in Montgomery City.

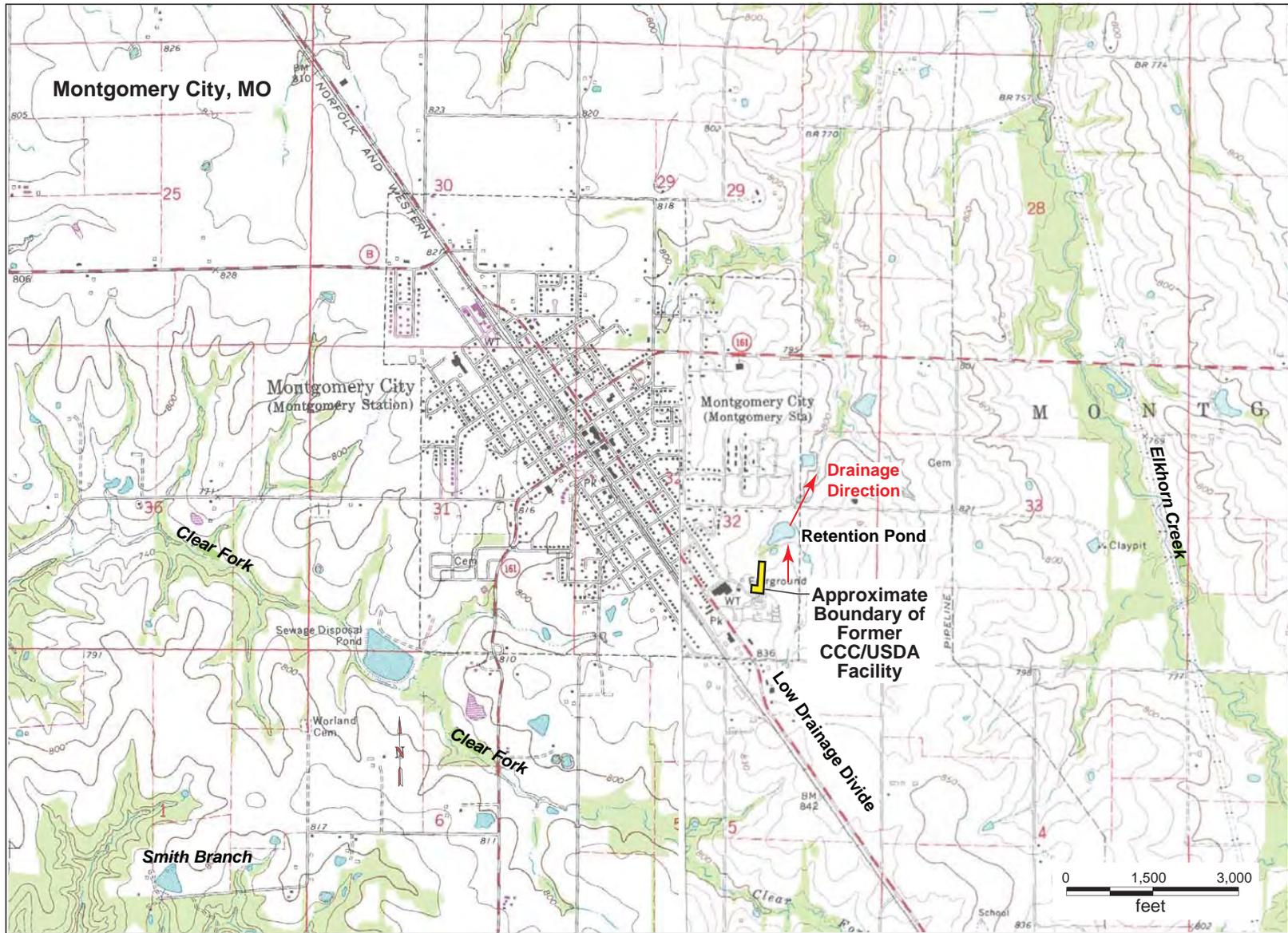


FIGURE 2.3 Topography of the Montgomery City area.

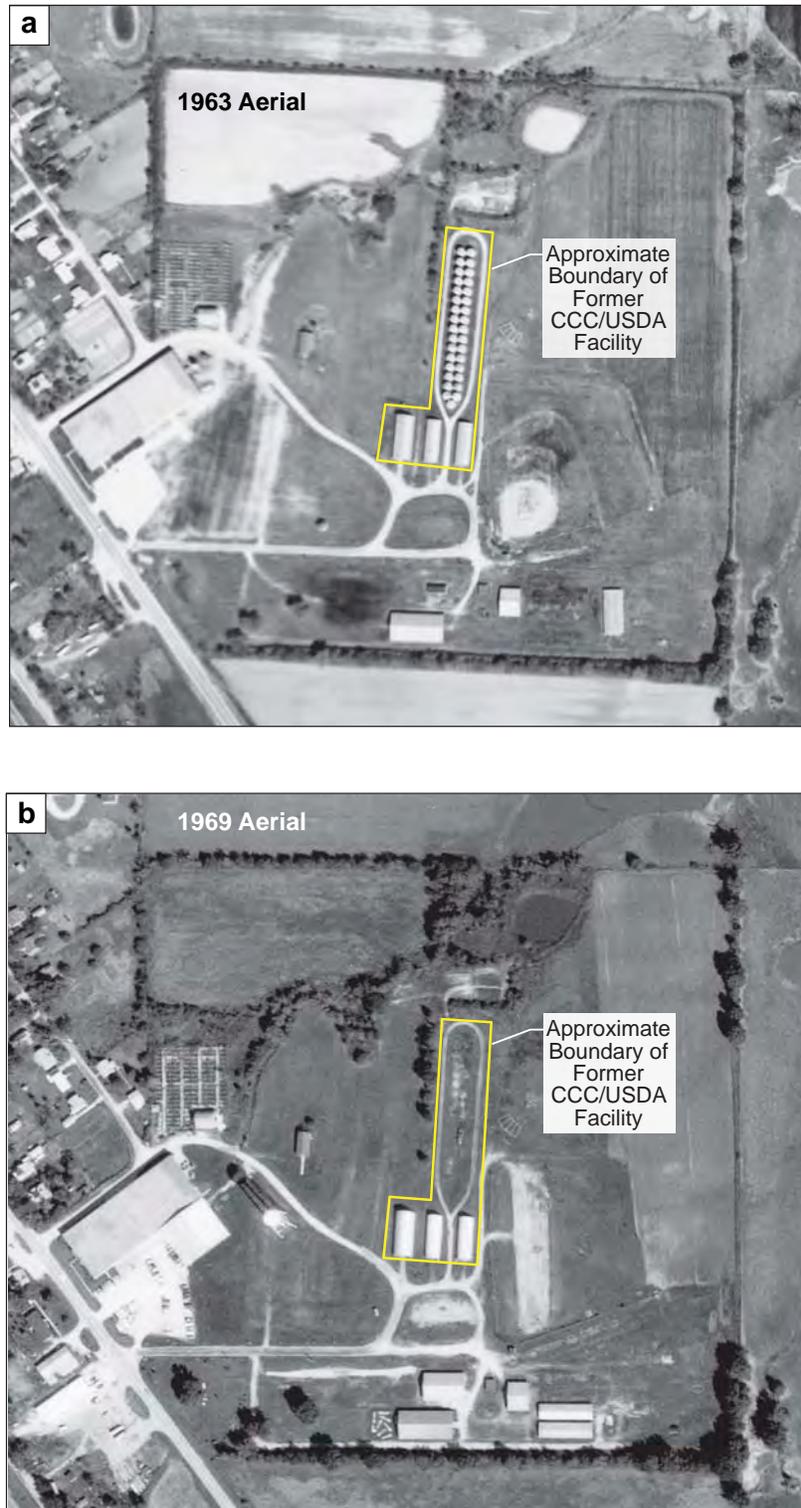


FIGURE 2.4 Aerial photographs of the former CCC/USDA grain storage facility at Montgomery City, taken in (a) 1963, (b) 1969, (c) 1980, (d) 1995, and (e) 2007. Sources of photographs: USDA (1963, 1969); Montgomery County Assessor's Office (2008); TerraServer (2009); NAIP (2007).



FIGURE 2.4 (Cont.)



FIGURE 2.5 The three rectangular Quonset building foundations that remain at the former CCC/USDA facility.



FIGURE 2.6 Panoramic eastward view across the central portion of the Montgomery County Fairgrounds. Snow-covered rectangular building foundations are at center background.

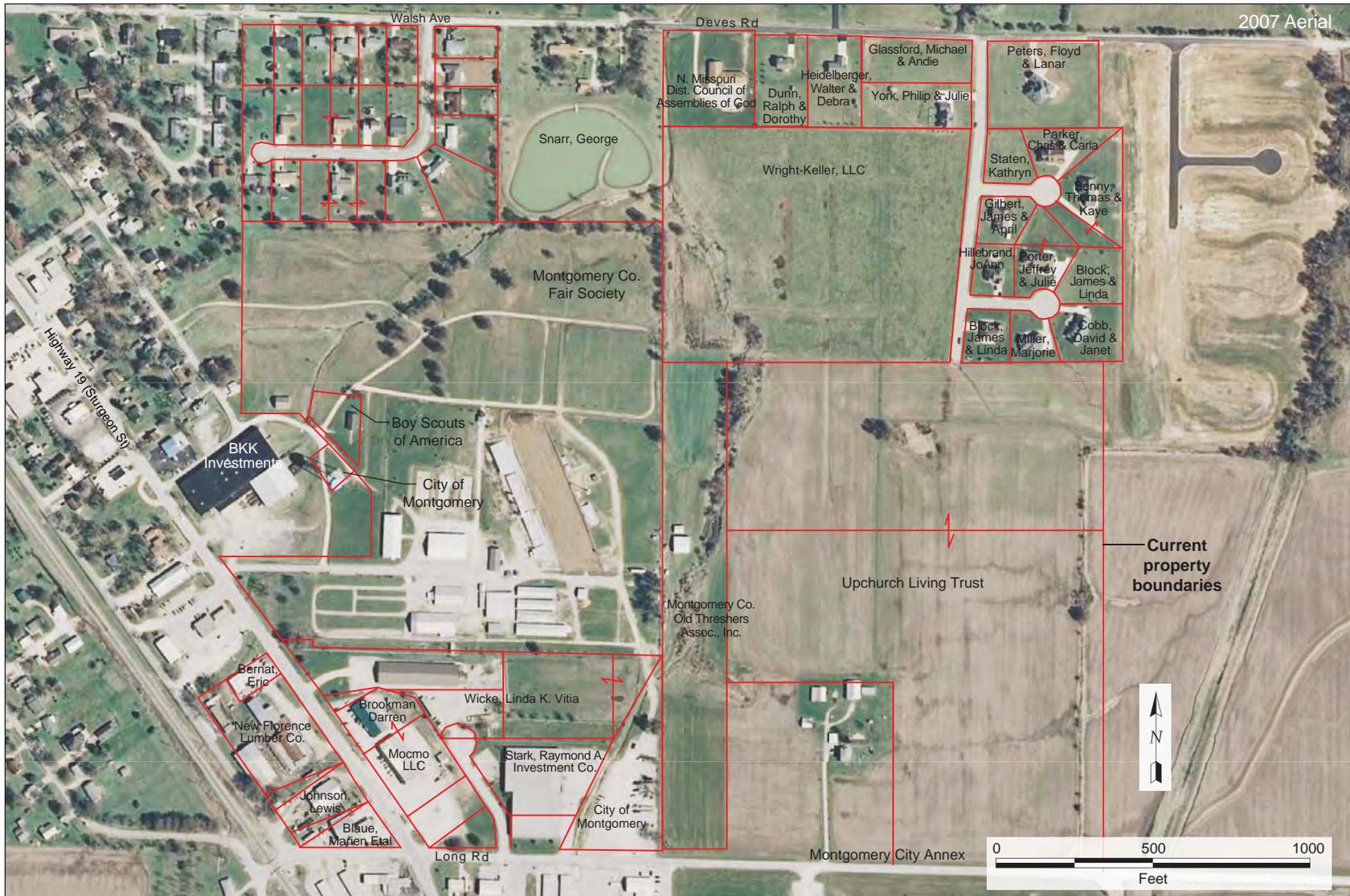


FIGURE 2.7 Current locations of facilities and property boundaries in the vicinity of the former CCC/USDA grain storage facility in Montgomery City, as shown on the 2007 aerial photograph and a plat map. Source of photograph: NAIP (2007).



FIGURE 2.8 The small Quonset building on the Fair Society property that was present during the period of grain storage activities at the former CCC/USDA facility (but is unrelated to CCC/USDA activities).

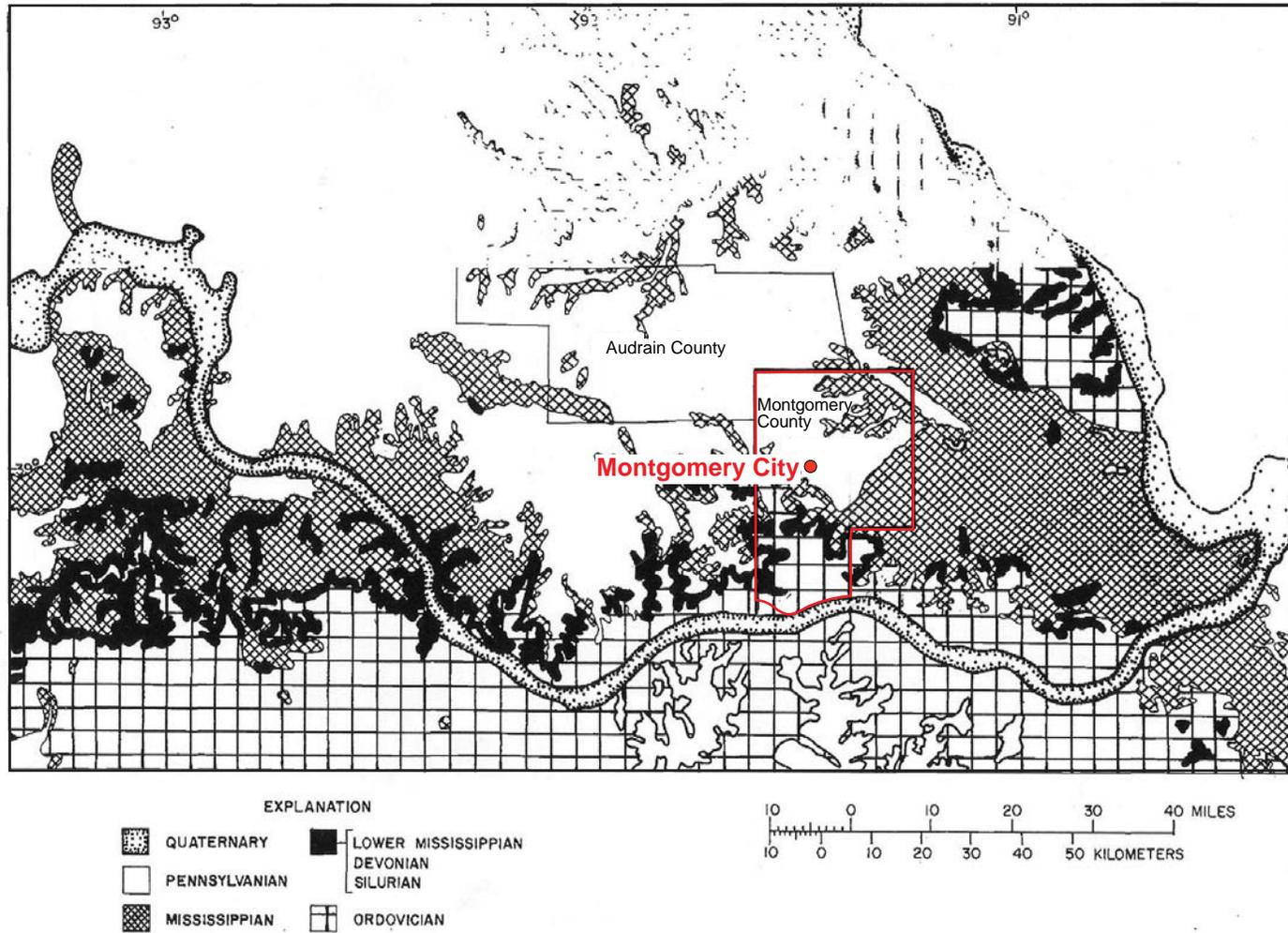


FIGURE 2.9 Generalized bedrock geologic map of the Audrain County and Montgomery County area. Source: Imes (1985).

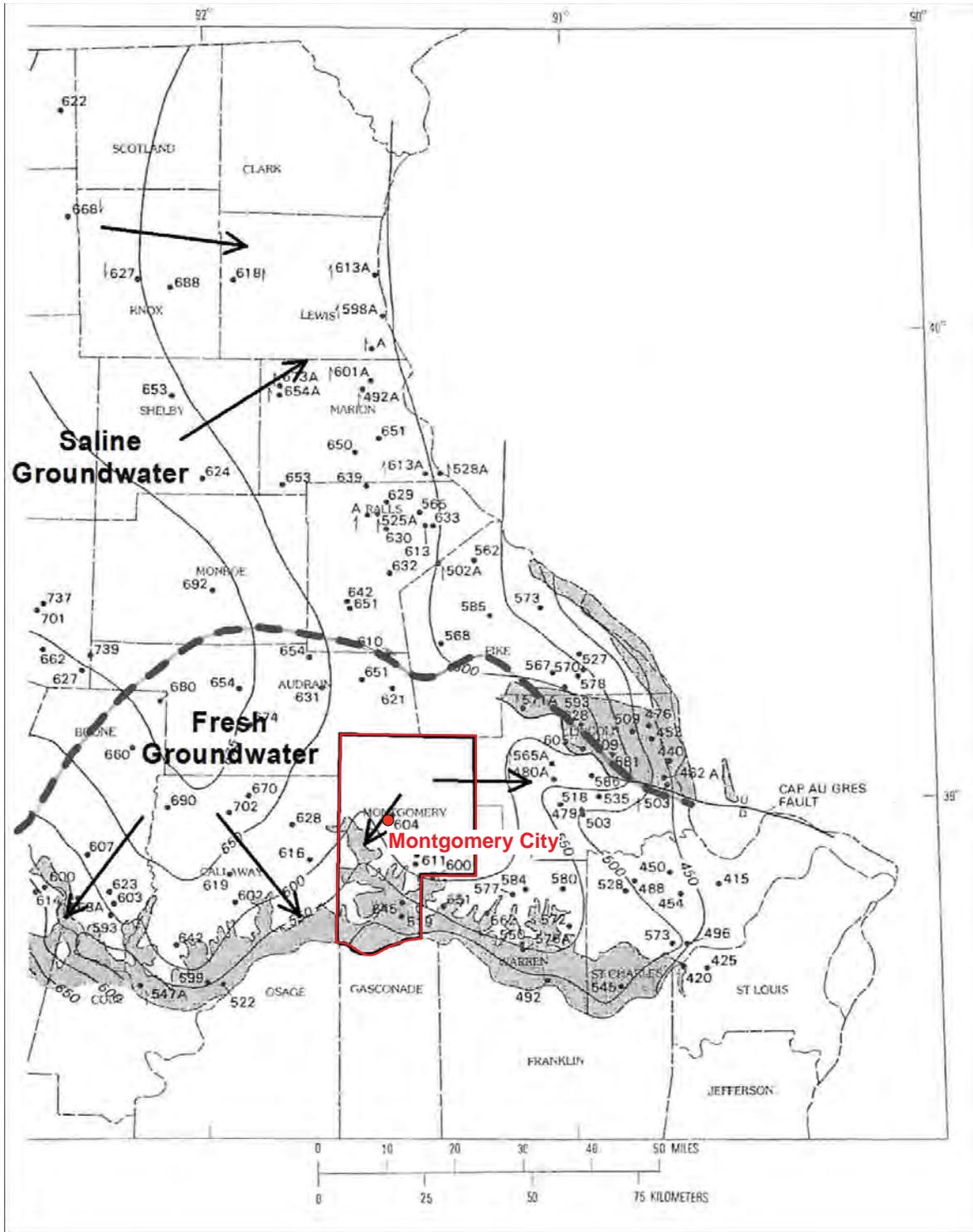


FIGURE 2.10 Estimated historic (predevelopment) potentiometric surface and directions of groundwater flow in the Cambrian-Ordovician aquifer (Table 2.1) in the vicinity of Montgomery County, Missouri. Contours and elevations are in feet AMSL. Shading shows approximate areas where the Cambrian-Ordovician aquifer outcrops. Source: Imes (1985). (Current groundwater flow in the Cambrian-Ordovician aquifer near Montgomery City [as affected by use of the aquifer] is reportedly toward the southwest [MoDNR 2001]).

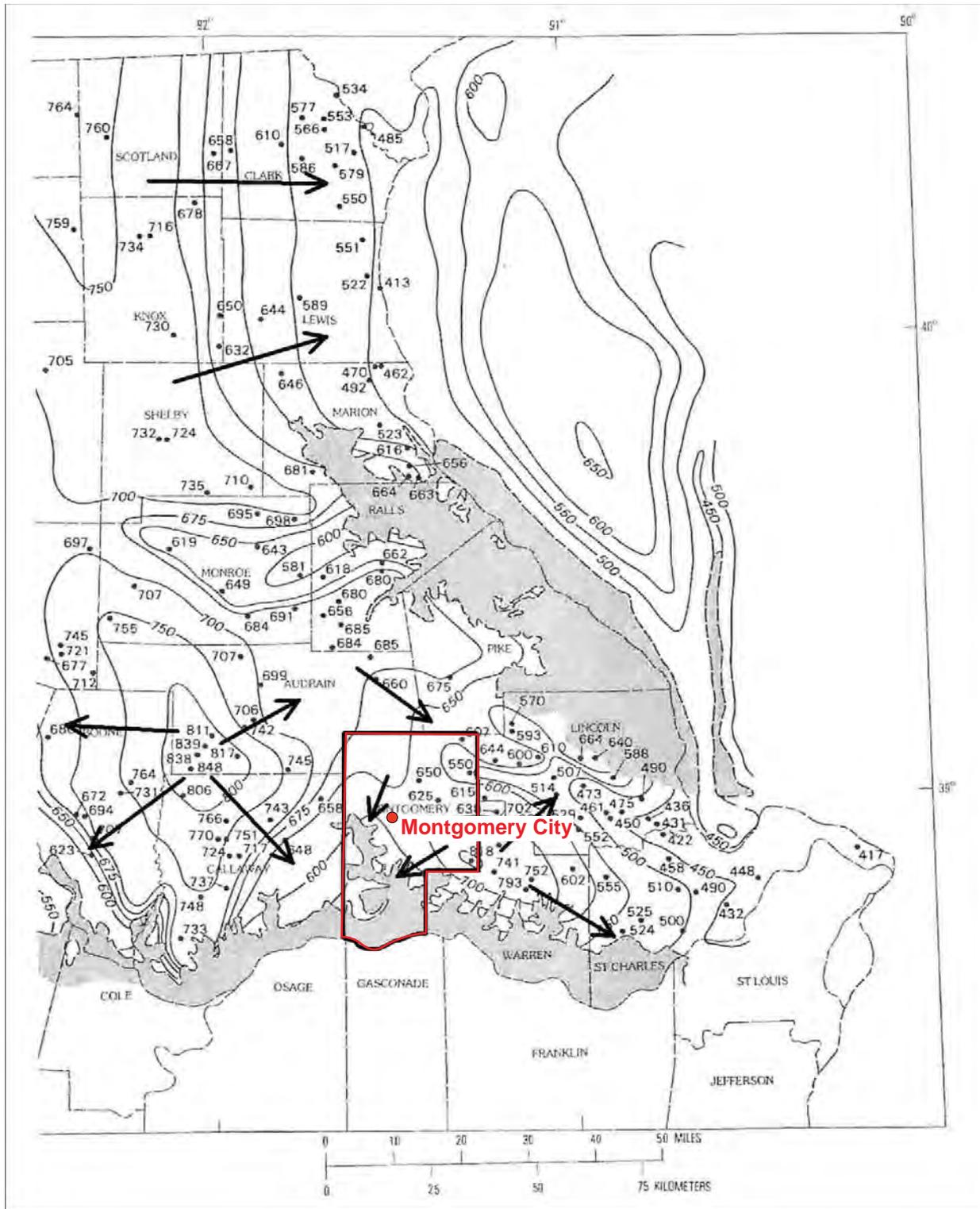


FIGURE 2.11 Estimated historic (predevelopment) potentiometric surface and directions of groundwater flow in the Mississippian aquifer in the vicinity of Montgomery County, Missouri. Contours and elevations are in feet AMSL. Shading shows approximate areas where the Mississippian aquifer is absent. Source: Imes (1985). (Current groundwater flow in the Mississippian aquifer near Montgomery City [as affected by use of the aquifer] is reportedly toward the north [MoDNR 2001]).

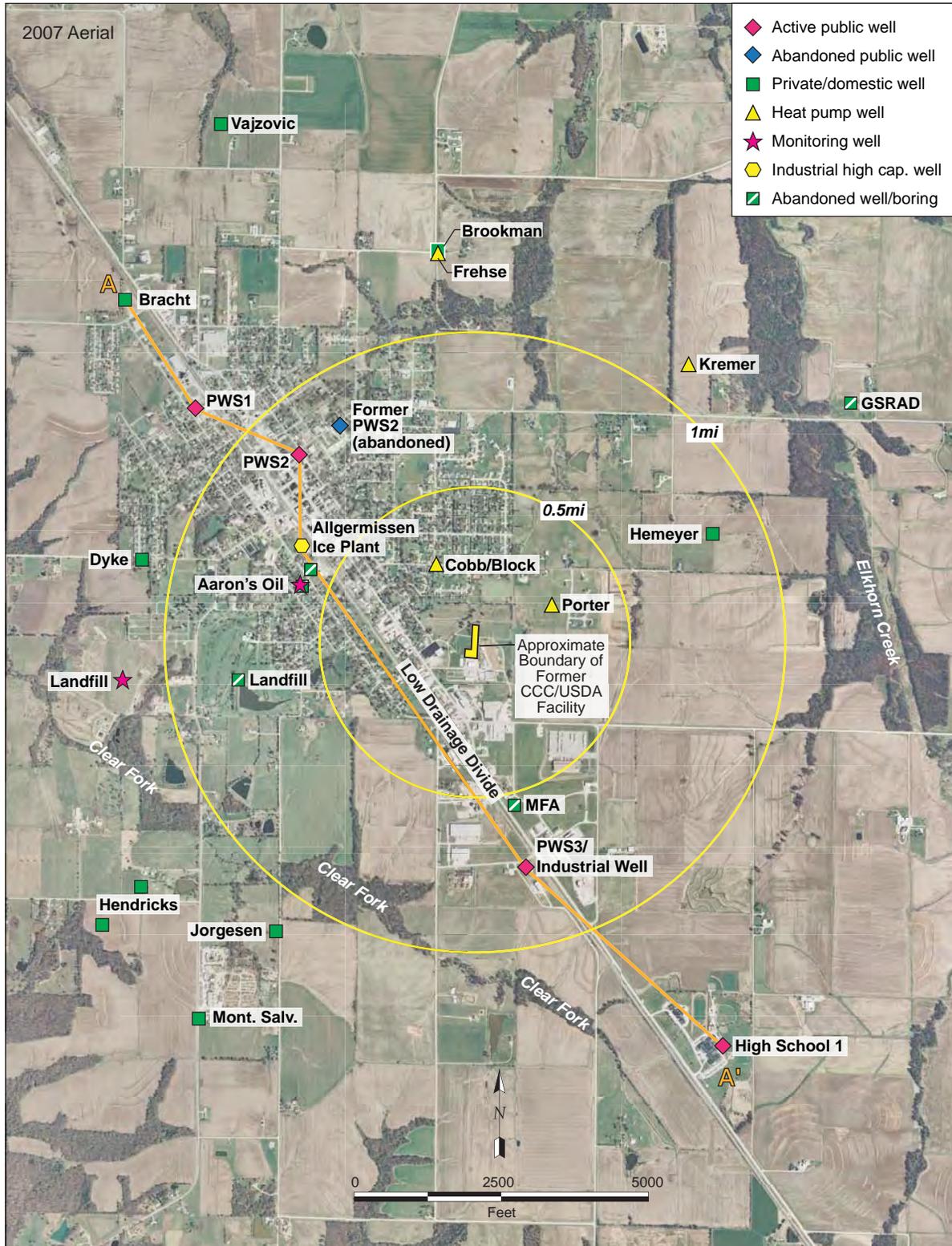


FIGURE 2.12 Locations of wells and borings for which lithologic data, well completion data, or both were obtained from the MoDNR Missouri Water Resource Center and the MoDNR Water Protection Program, Public Drinking Water Branch, Wellhead Protection Section, with location of geologic cross section A-A'. Source of photograph: NAIP (2007).

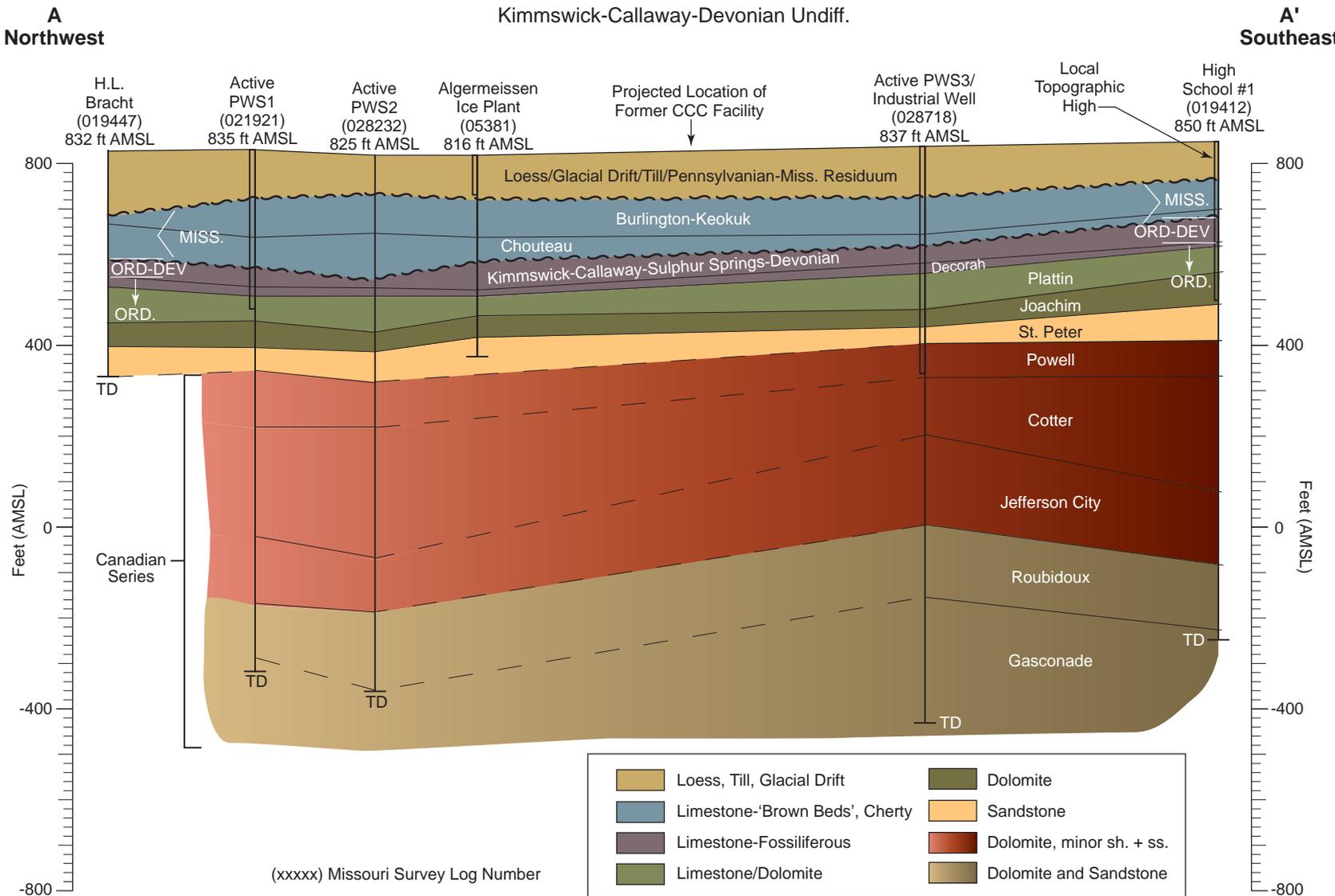


FIGURE 2.13 Northwest-to-southeast geologic cross section A-A' (vertically exaggerated), illustrating the stratigraphic relationships near the former CCC/USDA facility.

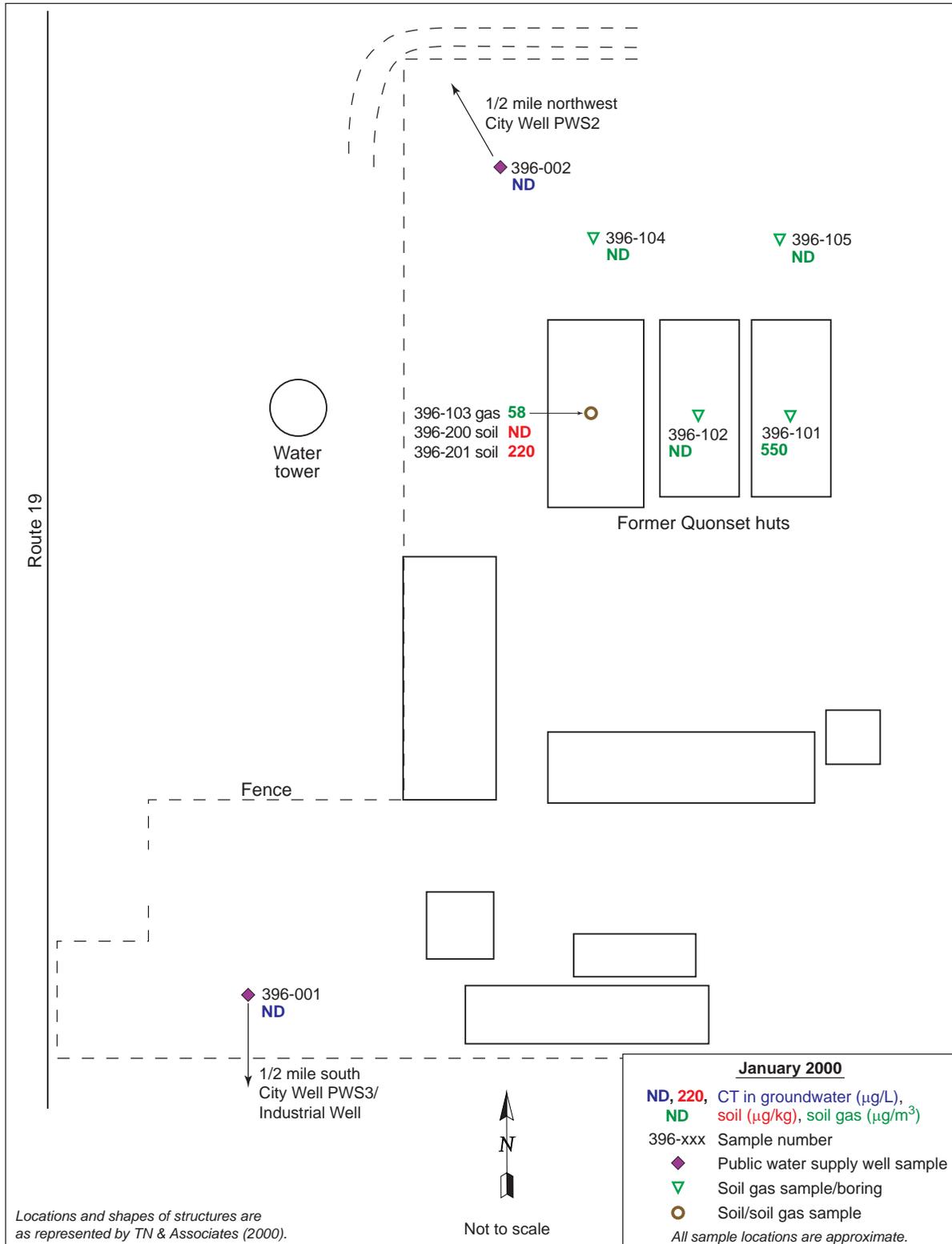


FIGURE 2.14 Results of analyses for carbon tetrachloride in soil and soil gas samples collected in January 2000 on the former CCC/USDA grain storage property, as well as groundwater samples from active Montgomery City municipal wells PWS2 and PWS3/Industrial Well. Source of data: TN & Associates (2000).

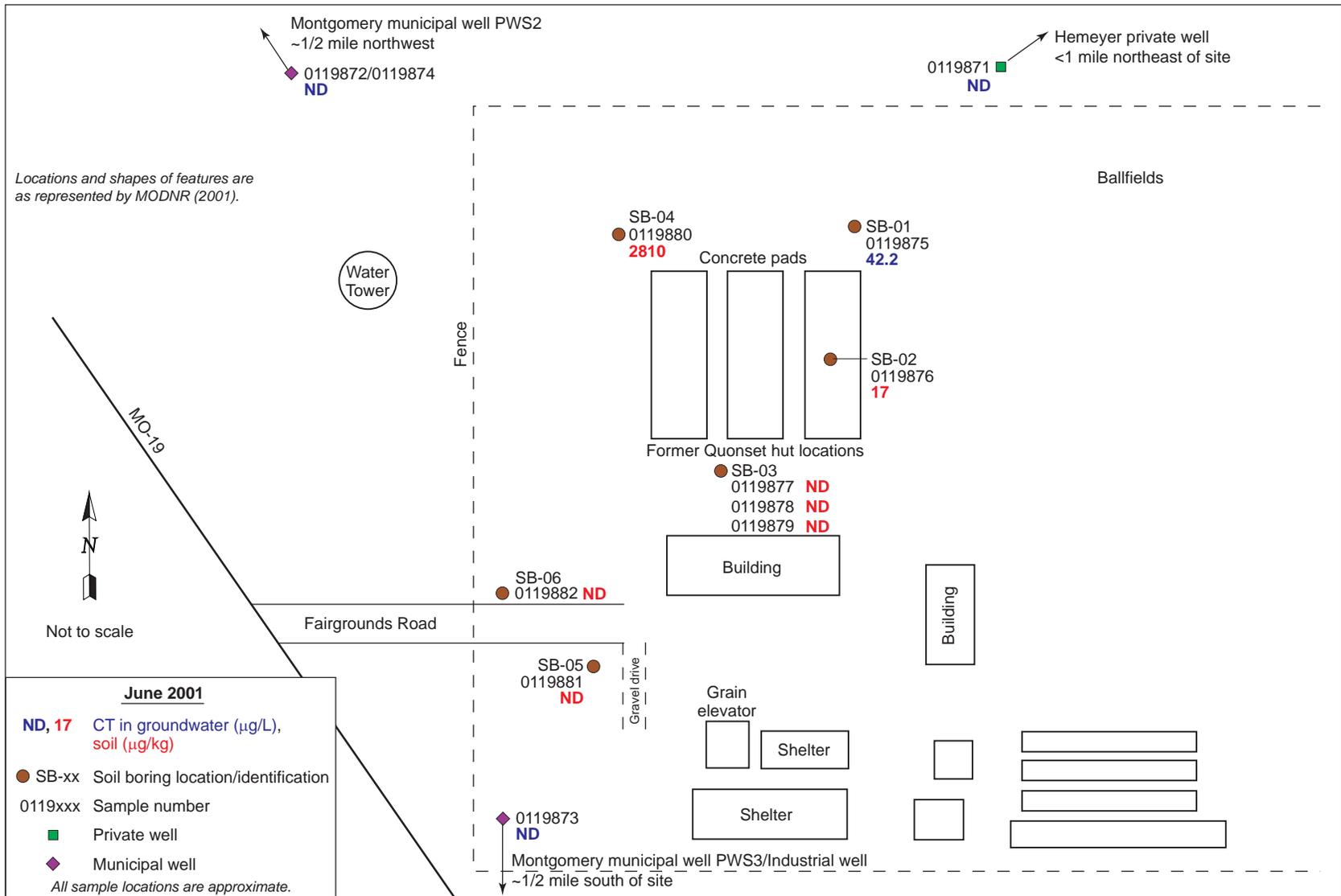


FIGURE 2.15 Results of analyses for carbon tetrachloride in soil and groundwater samples collected in June 2001 on the former CCC/USDA grain storage property, as well as groundwater samples from active Montgomery City municipal wells PWS2 and PWS3/Industrial Well and the Hemeyer private well. Source of data: MoDNR (2001).

3 Investigation Objectives and Tasks

3.1 Technical Objectives of the Phase I Studies

The geologic and hydrologic information summarized in Section 2.2 demonstrates that a very thick sequence (> 1,200 ft) of potentially groundwater-bearing bedrock units, encompassing two regionally developed and locally utilized Paleozoic aquifers, is anticipated to underlie the former CCC/USDA facility at Montgomery City. The results of previous investigations (Section 2.3) indicate that the public and private wells in the vicinity of the former CCC/USDA facility that penetrate these aquifers and have been sampled to date are free of contamination that might be linked to the former CCC/USDA grain storage operations at this site. Limited sampling has, however, detected carbon tetrachloride contamination in several soil and soil gas samples and in one groundwater sample recovered at relatively shallow depths (< 25 ft BGL; Table 2.3) within the sequence of unconsolidated loess, glacial, and Mississippian residuum deposits (estimated to be 80-140 ft thick) that is expected to overlie bedrock beneath the former CCC/USDA facility. In light of these observations, Phase I of the CCC/USDA studies at Montgomery City will focus primarily on examination of the hydrogeologic characteristics and potential contaminant distribution in the unconsolidated deposits, to determine the possible (or actual) threat of contamination that they might pose to the underlying bedrock units.

Phase I of the CCC/USDA investigations at Montgomery City will address three technical objectives that are targeted to increasing understanding of the former CCC/USDA facility and augmenting the existing analytical database for the site, as summarized in Section 2. The proposed technical objectives for the Phase I program are as follows:

1. Update the presently identified inventory and status of private and public drinking water wells in the immediate vicinity of the former CCC/USDA grain storage facility, and sample the identified wells for VOCs and geochemical analyses.
2. Investigate for possible evidence of a soil source of carbon tetrachloride contamination in the unconsolidated sediments beneath the former CCC/USDA facility that might affect the underlying bedrock aquifer units.

3. Obtain preliminary information on the site-specific lithologic and hydrologic characteristics of the unconsolidated sediments overlying bedrock at the former CCC/USDA grain storage location.

3.2 Phase I Investigation Tasks

To address the technical objectives proposed in Section 3.1, the investigative activities discussed below are recommended. Site-specific elements of the investigative approach and methods used to implement the proposed Phase I program at Montgomery City are discussed in Section 4. Detailed information on the investigative technologies, field procedures, and analysis procedures that are pertinent to the CCC/USDA's planned characterization efforts at this site, as well as elsewhere in Missouri, are in the *PMWP* (Argonne 2007).

3.2.1 Update the Inventory and Status of Private and Public Drinking Water Wells near the Former CCC/USDA Grain Storage Facility, and Sample the Identified Wells for VOCs and Geochemical Analyses

Argonne has contacted the MoDNR Missouri Water Resource Center (for wells drilled prior to 1987) and the MoDNR Water Protection Program, Public Drinking Water Branch, Wellhead Protection Section, for information on wells that might be used for drinking water supply in the vicinity of the former CCC/USDA facility in Montgomery City. A search of these records for the nine-section area surrounding the former facility (T48N, R5W, Sections 4-6 and T49N, R5W, Sections 28-33) identified four public wells and nine private domestic wells in the targeted area that might be used for this purpose. The locations of all identified public and private wells are in Figure 2.12; summary information for these wells is in Table 2.2.

The available MoDNR records suggest that no private domestic or public wells lie within 0.5 mi of the former CCC/USDA facility; however, several heat pump wells are located within 0.5 mi to the northwest and northeast of the former facility (Figure 2.12). Figure 2.12 indicates that one private domestic well (Hemeyer) and two active public wells (PWS2 and PWS3/Industrial Well) are located within 1 mi of the former facility. Active wells PWS2 and PWS3/Industrial Well were previously sampled for VOCs analyses in January 2000 as part of the EPA Pre-CERCLIS SSI (TN & Associates 2000), and active public wells PWS2 and PWS3/Industrial Well and the Hemeyer private well were sampled in June 2001 as part of the

MoDNR PA/SI (MoDNR 2001). In each of these events, no carbon tetrachloride contamination was detected in any well. Groundwater sampled by the EPA (2000b) in May 2000 from a second private well (Bracht) approximately 1.6 mi northwest of the former CCC/USDA facility also contained no VOCs contamination.

3.2.1.1 Updating the Status of Private and Public Wells

As part of the Phase I studies, the locations, present status, and current ownership of the nine private domestic and four public wells identified in Figure 3.1 will be confirmed. In addition, the locations, status, and ownership of any other identifiable private wells within the Phase I target area (within approximately 0.5 mi of the former CCC/USDA facility; Figure 3.1) will be determined and documented. In conjunction with this effort, the present source(s) of drinking water used by all residents within the proposed 0.5-mi target area (Figure 3.1) will be determined.

To address this technical objective, the following activities will be carried out:

- Current ownership data for all properties in the targeted area will be obtained from the Montgomery County Assessor's Office. These records will be cross-checked against billing and water use records for the Montgomery City municipal water system (because all targeted locations lie within the Montgomery City municipal limits), to identify any occupied properties that are not served by the public water supply.
- Individual property owners and residents will be contacted by Argonne staff as necessary for direct determination of the present source(s) of drinking water and to confirm the status of the identified private wells.

3.2.1.2 Well Sampling

In additional Phase I work, existing wells will be sampled as follows:

- Water samples will be collected from all private wells identified within the proposed target area of approximately 0.5 mi around the former CCC/USDA

facility, as well as from the Hemeyer private well (Figure 3.1; subject to well owners' approval), for analyses for VOCs and selected additional parameters that will help to determine the geochemical characteristics and quality of the groundwater at Montgomery City (Section 4.6). If feasible, the total depth and static water level will be measured for each sampled well.

- Samples of untreated groundwater from the active public water supply wells (PWS1, PWS2, and PWS3/Industrial Well) and the treated effluent (provided to residents) will also be collected for VOCs and geochemical analyses (Section 4.6).

3.2.2 Investigate for a Soil Source of Carbon Tetrachloride in the Unconsolidated Sediments beneath the Former CCC/USDA Facility That Might Affect the Underlying Bedrock Aquifer Units

Limited sampling conducted in 2000 for the EPA (TN & Associates 2000) and in 2001 by the MoDNR (2001) identified the presence of carbon tetrachloride contamination in the shallow subsurface soils and soil gas at the site of the former CCC/USDA facility in Montgomery City. Carbon tetrachloride was identified in two shallow subsurface soil samples in the immediate vicinity of the three Quonset building foundations that remain at the former site, at concentrations (220 $\mu\text{g}/\text{kg}$ and 2,810 $\mu\text{g}/\text{kg}$) that exceed the MRBCA DTL level for this contaminant (79.6 $\mu\text{g}/\text{kg}$). Carbon tetrachloride was detected in shallow soil gas beneath two of the foundations (at 58 $\mu\text{g}/\text{m}^3$ and 550 $\mu\text{g}/\text{m}^3$), and chloroform was detected (at concentrations of 3.7-160 $\mu\text{g}/\text{m}^3$) in soil gas samples collected beneath all three of the foundations. Carbon tetrachloride was also identified in one (shallow) groundwater sample collected near the eastern concrete foundation, at a concentration (42.2 $\mu\text{g}/\text{L}$) greater than the MRBCA DTL for this contaminant (5.0 $\mu\text{g}/\text{L}$). These detections suggest that a source of carbon tetrachloride contamination might exist in the unconsolidated sediments beneath the former facility. Such a source, if confirmed, could pose a threat of contamination to the underlying bedrock aquifer units.

To investigate for possible evidence of a soil source of carbon tetrachloride in the unconsolidated sediments, two sampling activities are recommended: (1) initial sampling of the shallow subsurface soils for VOCs analysis, followed by (2) targeted sampling and analysis of

the deeper unconsolidated sediments, at locations to be selected on the basis of the findings for the shallow subsurface soils.

3.2.2.1 Sampling and Analysis of Shallow Subsurface Soils

Previous Argonne work (Alvarado and Rose 2004), including the investigation at Savannah, Missouri (draft report in MoDNR review), has demonstrated that the analysis of shallow subsurface (vadose zone) soils for carbon tetrachloride by a headspace method can serve as a sensitive indicator of possible soil contamination in the deeper vadose zone. In this application, the headspace data are not used quantitatively but are examined for distribution patterns in order to prioritize areas for additional, follow-up sampling and analysis of deeper subsurface soils. The soils will also be subjected to purge-and-trap sample preparation with analysis by gas chromatography-mass spectrometry (GC-MS) to provide a quantitative basis for the evaluation of potential health risks associated with exposure to these soils. Sampling and analysis methods for these soils, to be collected at approximate depths of 4 ft, 8 ft, 12 ft, and 16 ft BGL, are discussed in Section 4.2.

Sampling and analysis of the shallow subsurface soils for VOCs are recommended as a precursor to the remaining Phase I field activities outlined below, so that the results of the analyses can be reviewed by Argonne, the CCC/USDA, and the MoDNR prior to finalization of the subsurface soil investigation program for the unconsolidated sediments (Section 3.2.2.2). The shallow subsurface soil sampling will be targeted to test for contamination associated with the identified locations of the former grain storage structures (including the foundations) at the site (Figure 3.2), as well as in nearby areas that might have been used for the movement, storage, or handling of fumigant containers or related equipment.

Sampling of shallow subsurface soils will be performed at proposed locations within the footprints of the former Quonset buildings (Figure 3.2), subject to the approval of the property owner (the Montgomery County Fair Society), by boring through the existing concrete foundations. A handheld photoionization detector (PID) will be used to take readings of possible soil gas levels at the work location as each foundation is drilled, as well as at the soil surface beneath each foundation immediately after the concrete is breached.

3.2.2.2 Sampling and Analysis of Deeper Subsurface Soils in the Unconsolidated Sediments

On the basis of the results of the shallow subsurface soil investigation, up to five locations (as necessary) will be recommended for potential sampling and analysis of the deeper vadose zone (or possibly saturated) soils in a vertical profile, from 16 ft BGL to the top of bedrock. Recommendations for the deeper subsurface soil sampling locations in the unconsolidated sediments will be submitted for the approval of the CCC/USDA and the MoDNR before the sampling effort begins, to ensure that the proposed subsurface sampling program is mutually acceptable to both agencies. If consultation with the CCC/USDA and MoDNR project managers indicates that subsurface soil sampling at more than the five locations proposed for Phase I is technically warranted, additional work of this type will be included in recommendations for possible Phase II studies. Should no candidate locations for deeper subsurface soil sampling for VOCs analysis be identified on the basis of the shallow subsurface results, three locations for vertical-profile soil sampling (to bedrock) will be selected, in consultation with the CCC/USDA and MoDNR project managers, to address the technical objective outlined in Section 3.2.3.

The subsurface soil samples collected will be analyzed for VOCs by using purge-and-trap sample preparation with analysis by GC-MS. At selected locations and depth intervals, soil materials might also be collected for the measurement of soil properties including moisture content, porosity, bulk density, total organic carbon, and vertical permeability. These parameters would facilitate subsequent quantitative estimation of vertical contaminant migration through the unconsolidated vadose zone and saturated soils overlying the bedrock aquifers, if carbon tetrachloride concentrations warranting such investigation are identified in the soils at the former CCC/USDA facility. Sampling and analysis methods for the deeper subsurface soils in the unconsolidated sediments are discussed in Section 4.5.

3.2.3 Obtain Preliminary Information on the Site-Specific Lithologic and Hydrologic Characteristics of the Unconsolidated Soils Overlying Bedrock at the Former CCC/USDA Grain Storage Location

The available geologic and hydrologic information for the Montgomery City area (summarized in Section 2.2) suggests that a generally undifferentiated and potentially complex sequence of loess, till, glacial drift, and Mississippian residuum might in part determine the

potential distribution and movement of groundwater (and possible carbon tetrachloride contamination) within the unconsolidated section overlying bedrock beneath the former CCC/USDA facility. To gain a preliminary understanding of the site-specific stratigraphy and hydrostratigraphy within these (unconsolidated) deposits, each of the borings undertaken for vertical-profile soil sampling for VOCs analysis (as described in Section 3.2.2.2) will be continuously cored to provide a record of the subsurface geology and hydrogeology present at those respective sites. The hydrogeologic sequence will be characterized in detail, to determine the range of lithologies and types of sedimentary units present and to identify potential water-bearing and confining intervals. The sequences observed in these borings will also be compared, to obtain an initial indication of the potential vertical and lateral continuity of the hydrogeologic units beneath the former CCC/USDA facility. The evaluation and selection of boring methods (direct push or conventional drilling technology) and the coring and logging of soil samples are discussed in Sections 4.3 and 4.4, respectively.

Groundwater will be sampled for VOCs and selected geochemical analyses from identified water-bearing interval(s) that produce sufficient groundwater for sampling at each of the vertical-profile soil sampling locations. The results will assist in identifying the potential contaminant distribution and the potential for vertical and lateral hydraulic communication among these zones. Methods for collecting and analyzing water samples are discussed in Section 4.6.

On the basis of the results of these activities, one or more depth intervals at each soil boring location might be selected, with the approval of the CCC/USDA and MoDNR project managers, for the installation of permanent monitoring points to permit further groundwater sampling, as well as the possible monitoring of groundwater levels. Additional locations in the vicinity of the former CCC/USDA facility might also be chosen, if technically warranted and approved by the CCC/USDA and MoDNR project managers, for (1) continuous or selective soil coring with depth for the identification of lithologic properties, (2) groundwater sampling, and (3) the possible installation of permanent monitoring points to continue characterization of the unconsolidated geologic and hydrogeologic sequence overlying bedrock. If groundwater saturation is indicated but production rates are insufficient to permit conventional groundwater sampling within 2-3 days at any location, the potential use of alternative sampling techniques suitable for low-yield conditions, in conjunction with the installation of permanent sampling points, will be addressed with the CCC/USDA and MoDNR project managers.

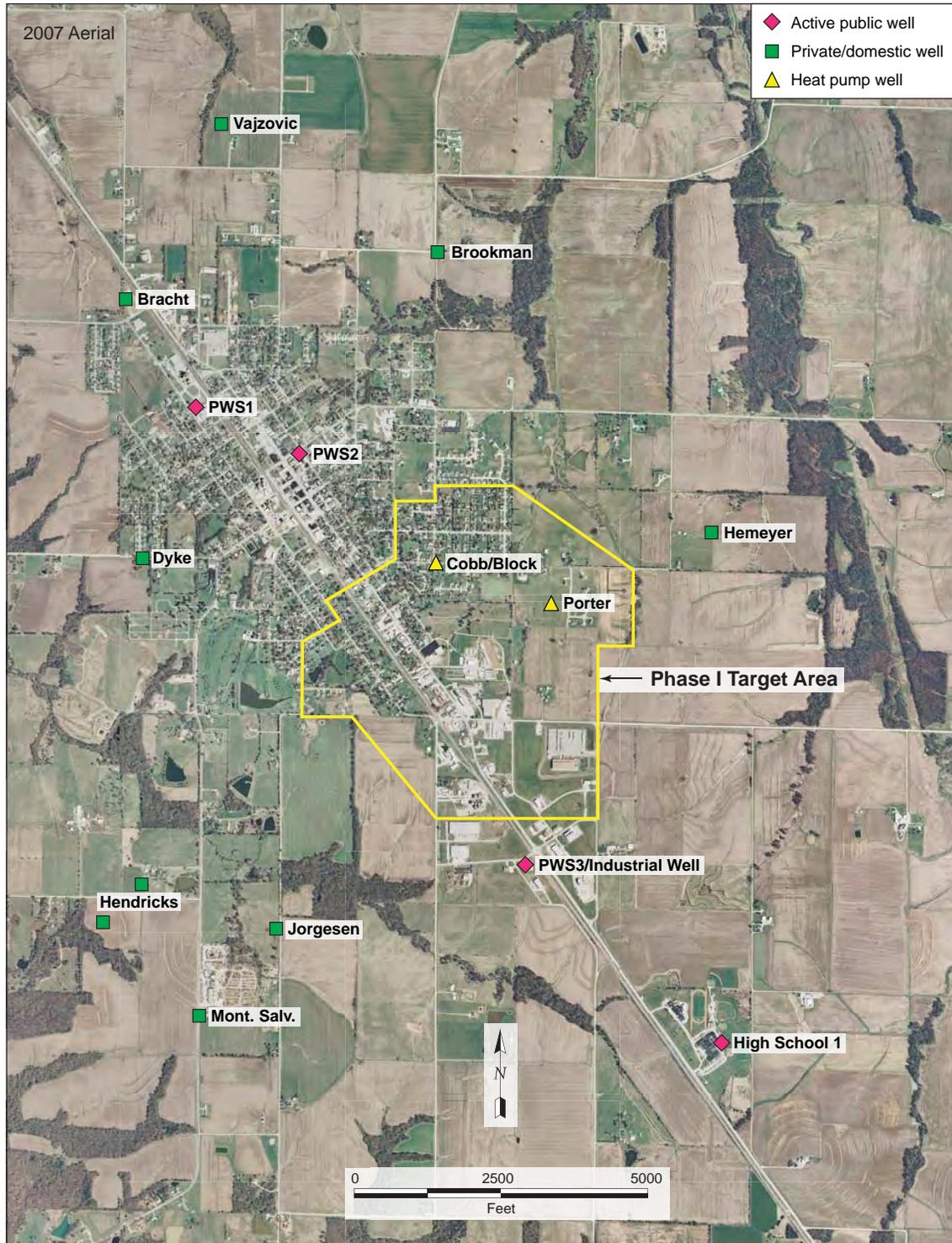


FIGURE 3.1 Locations of public and private wells in the vicinity of the former CCC/USDA facility in Montgomery City that might be used for drinking water, as indicated by MoDNR records. During Phase I, the locations, present status, and current ownership of these wells will be confirmed; the locations, status, and ownership of any other identifiable private wells in the indicated target area (within approximately 0.5 mi of the former CCC/USDA facility) will be determined and documented; and the present source(s) of drinking water used by all residents in the target area will be determined. Source of photograph: NAIP (2007).

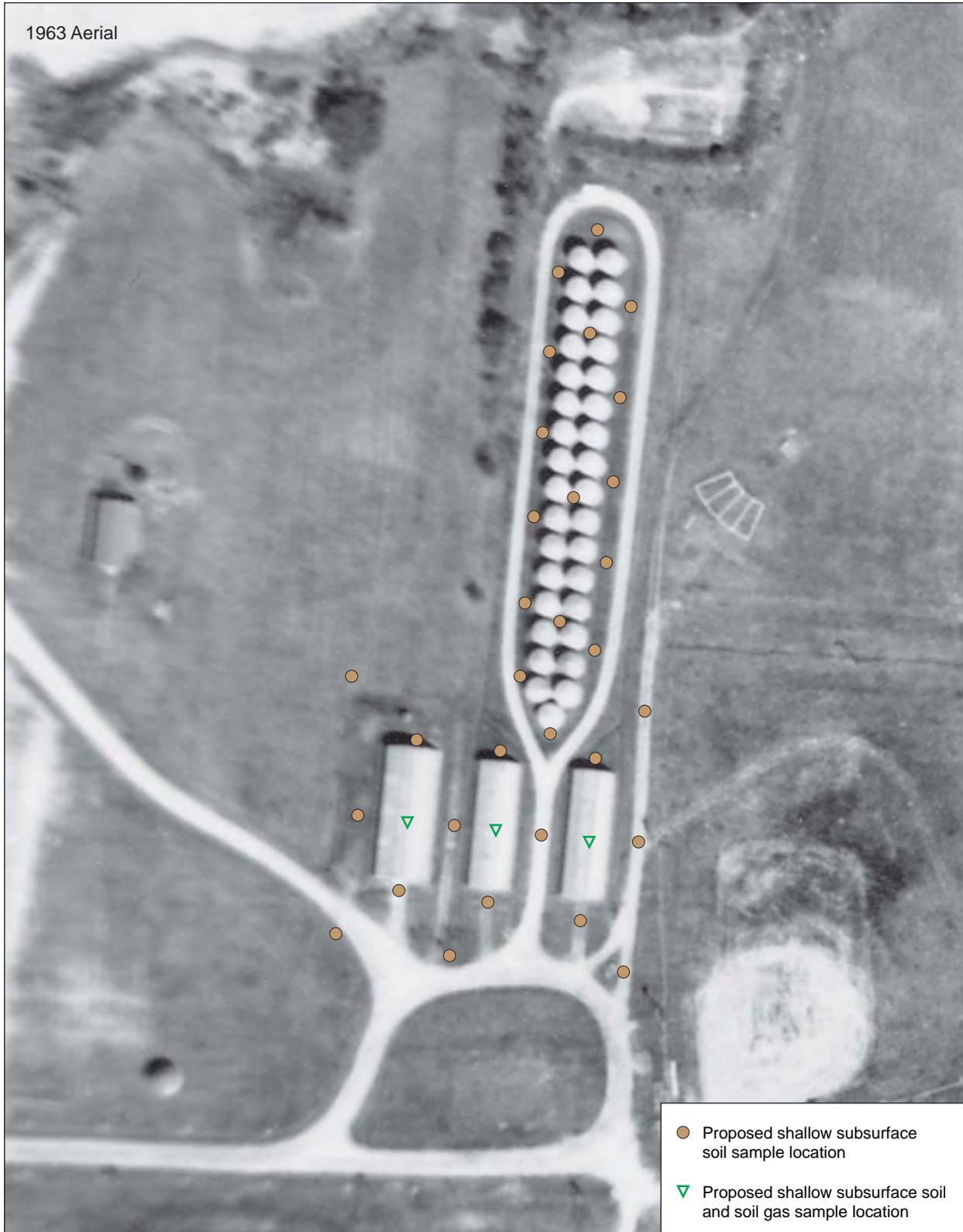


FIGURE 3.2 Proposed locations for sampling of shallow subsurface soils and for soil sampling and measurement of possible soil gas beneath the existing Quonset building foundations at the former CCC/USDA grain storage facility. Source of photograph: USDA (1963).

4 Investigation Methods

The *PMWP* (Argonne 2007) summarizes the anticipated range of investigative technologies, field procedures, and analytical methods that might be employed by Argonne in the characterization of former CCC/USDA grain storage facilities in Missouri. During each phase of the characterization process at a site, specific technologies and methodologies are recommended (for approval by the CCC/USDA and MoDNR project managers) to address the identified technical objectives of the investigation program. The approved elements will then be implemented in accord with the standard operating procedures, quality assurance-quality control measures, and general health and safety policies outlined in the *PMWP*.

The technical objectives and investigation tasks for Phase I of the site characterization at Montgomery City are in Section 3. This section summarizes the site-specific approach, technologies, and methods proposed for the Phase I program. The site-specific community relations procedures to be followed throughout the CCC/USDA-Argonne program at Montgomery City are described in Section 5, and health and safety information for this site is in Section 6.

4.1 Proposed Field Sessions and Scheduling

The Phase I field investigations at Montgomery City will be conducted in one or more sessions, as required to meet program needs. Preliminary investigative activities to be conducted by Argonne prior to the initial mobilization of field equipment and personnel to the site will consist of (1) data-gathering efforts to obtain property and private well ownership information and (2) verification of the sources of domestic water being used for properties within the target area of approximately 0.5 mi around the former CCC/USDA facility (Figure 3.1).

Argonne will establish a temporary field office at or near the former CCC/USDA facility (subject to property access) during the initial field mobilization. The field office will be maintained throughout the Phase I program. Activities to be conducted during the initial field session will include (1) shallow subsurface soil sampling and analysis (Section 3.2.2.1) and (2) sampling and analysis of groundwater from the public and private wells identified in Section 3.2.1.2. The initial field session is expected to require 5-7 days to complete.

The remainder of the proposed Phase I program will be conducted during the second field session, after the results of shallow subsurface soil analyses and sampling of private and public wells have been completed and reviewed by Argonne, the CCC/USDA, and the MoDNR. This approach is recommended to facilitate agreement among the agencies on the locations to be investigated by deeper subsurface borings in the unconsolidated sediments, as outlined in Sections 3.2.2.2 and 3.2.3. The expected duration of the second field session cannot be readily estimated because of present uncertainty regarding the nature of the geologic sequence and distribution of potential groundwater-bearing units beneath the former CCC/USDA facility, and hence the difficulties that might be encountered in achieving the Phase I technical objectives. (See also Section 4.3.) Field work during this session will be conducted on a 10-days-on, 4-days-off cycle, until the required tasks are completed.

4.2 Sampling and Analysis Methods for Shallow Subsurface Soils and Soil Gas

Samples of the shallow subsurface native soils will be collected at each target location (Figure 3.2), at anticipated depths of 4 ft, 8 ft, 12 ft, and 16 ft BGL, from sleeved cores recovered by using direct-push technology. Sampling will be performed at proposed locations within the footprints of the former Quonset buildings (Figure 3.2), subject to the approval of the property owner (the Montgomery County Fair Society), by boring through the existing concrete foundations. The procedure to be used is in Appendix D.

Possible soil gas levels beneath the existing Quonset foundations will be screened by taking soil gas readings immediately after the concrete is breached at each proposed soil sampling location under the foundations. The soil gas measurements will be made by using a calibrated, hand-held PID, as described in Appendix D. Care will be taken during concrete penetration to avoid the generation of excessive heat, which could enhance volatilization and thus compromise PID readings beneath the concrete, as noted in Section 5.3 of the procedure in Appendix D.

The recommended target depths will be adjusted at individual sampling locations, if necessary, to avoid any obviously recently deposited fill materials. The soil samples will be placed immediately in jars, sealed, preserved on dry ice, and shipped by overnight service to the Applied Geosciences and Environmental Management (AGEM) Laboratory at Argonne National Laboratory for rapid-turnaround (typically 24-hr) analysis, so that interim results can be evaluated in the field as the sampling progresses. These soil samples will be analyzed by (1) a

headspace method with a gas chromatograph and electron capture detector (modified EPA Method 5021) and (2) a purge-and-trap sample preparation method with analysis by GC-MS (EPA Methods 5030B and 8260B; *PMWP*, Argonne 2007, Sections 6.1.1, 6.2, and 5.3.1).

4.3 Evaluation and Selection of Boring Methods for the Unconsolidated Sediments

Argonne will attempt to conduct the shallow subsurface soil sampling, the deeper boring and sampling, and possibly the monitoring point installation tasks outlined in Sections 3.2.2 and 3.2.3 by using direct-push capabilities, in order to expedite the shallow subsurface soil sampling (only) described in Section 3.2.2.1. Argonne will provisionally contract for the services of a sonic drilling rig and crew (licensed for operation in Missouri per state requirements) for possible use during the second field session, should conventional drilling prove necessary in the unconsolidated sediments.

At each of the proposed deep investigation locations, an initial push to refusal depth will be made by using the instrumented electronic cone penetrometer (CPT) to acquire continuous geomechanical measurements of tip pressure, sleeve friction, conductivity (if possible), borehole inclination, and tip-versus-sleeve ratio (*PMWP*, Argonne 2007, Section 6.5). The resulting logs will document sensor responses to the vertical sequence of materials penetrated, for possible correlation with the site-specific lithologies and stratigraphy identified by examination of corresponding core materials (*PMWP*, Argonne 2007, Section 4.3.1.2; and Section 4.4 below). At one or more initial locations, attempts will be made to recover soil cores for correlation with the electronic CPT data acquired in the initial stages of the investigation. The CPT will recover the core through fitting of the push rods with a 4-ft-long soil coring barrel (*PMWP*, Argonne 2007, Sections 6.1.1 and 6.5).

The success of the initial direct-push operations will be evaluated in the context of the anticipated lithologies and possible depth(s) to bedrock in the study area, to determine which Phase I investigation tasks can be accomplished effectively through use of CPT technology. On the basis of this evaluation, Argonne will review the scope of the required subsurface investigation program with the CCC/USDA and MoDNR project managers and will request approval for the use of conventional drilling to complete the tasks that cannot be performed by using the CPT.

4.4 Collection and Logging of Soil Core Samples

At each boring location identified in Sections 3.2.2.2 and 3.2.3, core samples will be obtained to the extent possible for determination of the lithologies present and their stratigraphic distribution, the identification of potential hydrostratigraphic zones, and possible sampling for VOCs or physical property analyses. The required cores will be collected either continuously or selectively with depth, by using the CPT or conventional drilling equipment (Section 4.3) fitted with appropriate coring devices (*PMWP*, Argonne 2007, Sections 6.1.1 and 6.4.1). All cores will be logged in accord with the *PMWP* (Argonne 2007, Sections 4.3.1.3 and 6.4.1.5) and will be archived at an Argonne facility, upon completion of the Phase I field program, for future reference.

4.5 Sampling and Analysis Methods for Deeper Subsurface Soils in the Unconsolidated Sediments

At each boring location selected in Section 3.2.2.2, deeper subsurface soils will be sampled for VOCs analyses at 4-ft depth intervals, in a vertical profile from an initial depth of 16 ft BGL to the top of bedrock. Samples from additional depths within the cored interval at each boring location will be collected, if necessary, to adequately represent any significant variations observed in the lithologies penetrated.

Soil samples for the determination of VOCs will be placed immediately in jars, sealed, preserved on dry ice, and shipped by overnight service to the AGEM Laboratory at Argonne for analysis by the purge-and-trap sample preparation method with analysis by GC-MS (EPA Methods 5030B and 8260B; *PMWP*, Argonne 2007, Sections 6.1.1, 6.2, and 6.3.1).

At selected locations and depth intervals to be determined in the field, soil materials might also be collected from the cores for the laboratory measurement of soil properties including moisture content, porosity, bulk density, total organic carbon, and vertical permeability (*PMWP*, Argonne 2007, Sections 6.1.2 and 6.3.1).

4.6 Sampling and Analysis Methods for Groundwater

Samples of groundwater from the private wells, public wells, and investigative borings discussed in Sections 3.2.1.2 and 3.2.3 and treated water from the Montgomery City municipal system (Section 3.2.1.2) will be collected for analysis for VOCs and selected geochemical parameters, including the concentrations of common anions (chloride, sulfate, nitrate, and phosphate) and metals (aluminum, calcium, iron, magnesium, manganese, potassium, sodium, silicon, and zinc). The water samples from each of these sources will be collected in accord with the procedures in the *PMWP* (Argonne 2007, Sections 6.1.2, 6.1.3, and 6.3.2). If saturation is indicated at any location but groundwater production rates are insufficient to permit conventional sampling within 2-3 days, the potential use of alternative sampling techniques (suitable for low-yield conditions) in conjunction with the installation of permanent sampling points will be addressed with the CCC/USDA and MoDNR project managers.

Samples for the determination of VOCs will be preserved and shipped (on ice at 4°C) by overnight service to the AGEM Laboratory at Argonne, for analysis by the purge-and-trap sample preparation method with analysis by GC-MS (EPA Methods 5030B and 8260B; *PMWP*, Argonne 2007, Section 6.3.2). To ensure reproducibility, a minimum of 10% of the water samples will also be selected for verification analysis by a second laboratory (TestAmerica, South Burlington, Vermont) with the EPA's Contract Laboratory Program methods. An index of the EPA methods is online (<http://www.epa.gov/epahome/index/>).

Samples for inorganic geochemical analyses will be preserved and shipped (on ice at 4°C) by overnight service to TestAmerica (University Park, Illinois) for analysis.

4.7 Construction of Monitoring Wells and Abandonment of Boreholes

If the installation of permanent groundwater monitoring points is technically warranted (Section 3.2.3), monitoring wells (piezometers) will be constructed at Montgomery City in accord with MoDNR requirements, as either flush-mount or aboveground completions, as requested by individual property owners. The wells/piezometers will be installed either individually or in clusters (screened across discrete depth intervals) at locations and depths approved by the CCC/USDA and MoDNR project managers. At location(s) where it is logistically possible, Argonne will request a variance from the MoDNR (MoDNR Form MO

780-1422) to permit the installation of 1-in.-diameter piezometers by using direct-push methods (MoDNR 2005; *PMWP*, Argonne 2007, Sections 6.4.3-6.4.6).

All boreholes advanced during the Phase I investigation that are not selected for completion as monitoring points will be abandoned in accord with MoDNR requirements (MoDNR 2005; *PMWP*, Argonne 2007, Section 6.4.7).

5 Community Relations Plan

This community relations plan identifies issues of community concern regarding the Montgomery City, Missouri, groundwater contamination site and outlines community relations activities to be conducted during all phases of the investigation at the site.

The CCC/USDA, which operated a former grain storage facility on leased property at the southeastern end of Montgomery City from approximately 1949 until 1966, has assumed lead responsibility for all technical and community relations activities at Montgomery City. Argonne will conduct these activities for the CCC/USDA. These efforts will be closely coordinated with the MoDNR, which will oversee the work performed at the site.

To ensure an effective community relations effort, Argonne will work closely with Montgomery City residents and others living outside the city limits. Community concern is likely to increase when the investigation field work begins and Argonne's team becomes a visible presence.

The former CCC/USDA facility was located on property owned and operated by the Montgomery County Fair Society. Argonne will work closely with Fair Board members to obtain the land access needed for the site investigation work. The timing of the field work will be coordinated with the Fair Society to ensure that the work does not interfere with activities at the fairground.

In addition, as discussed below, information will be made available, as appropriate, in the local area to ensure that interested residents are adequately informed.

This community relations plan is divided into the following sections: site description, community background, community relations objectives, timing of community relations activities, and contact list of key officials.

5.1 Site Description

Montgomery City, Missouri, is located in the east-central portion of the state, approximately 44 mi east of Columbia and 67 mi west-northwest of St. Louis, Missouri. From

September 1949 until September 1966, the CCC/USDA leased property in the southeastern portion of Montgomery City (within the current city limit), north of Long Street and northeast of Hwy. 19, for the operation of a grain storage facility. The property formerly leased by the CCC/USDA lies within the Montgomery County Fairgrounds. Since March 1949, the Fairgrounds property has been owned by the Montgomery County Fair Society, which (since 1985) is recognized as a charitable corporation.

Available documentation indicates that, by 1963, the former CCC/USDA facility consisted of 33 round grain storage bins and 3 large rectangular (Quonset) storage buildings. During the period of the CCC/USDA operations at Montgomery City (1949-1966), commercial grain fumigants containing carbon tetrachloride were commonly used by the CCC/USDA and the private grain storage industry to preserve grain in their facilities.

In January 2000, carbon tetrachloride was detected in a soil sample (220 $\mu\text{g}/\text{kg}$) and two soil gas samples (58 $\mu\text{g}/\text{m}^3$ and 550 $\mu\text{g}/\text{m}^3$) collected at the former CCC/USDA facility, as a result of a pre-CERCLIS site screening investigation performed on behalf of the U.S. Environmental Protection Agency (EPA), Region VII. In June 2001, the Missouri Department of Natural Resources (MoDNR) confirmed the presence of carbon tetrachloride (at a maximum identified concentration of 2,810 $\mu\text{g}/\text{kg}$) and chloroform (maximum 82 $\mu\text{g}/\text{kg}$) in the soils and also detected carbon tetrachloride and chloroform (42.2 $\mu\text{g}/\text{L}$ and 58.4 $\mu\text{g}/\text{L}$, respectively) in a groundwater sample collected at the former facility. The carbon tetrachloride levels identified in the soils and groundwater are above the default target level (DTL) values established by the MoDNR for this contaminant in soils of all types (79.6 $\mu\text{g}/\text{kg}$) and in groundwater (5.0 $\mu\text{g}/\text{L}$), as outlined in *Missouri Risk-Based Corrective Action (MRBCA): Departmental Technical Guidance*. The corresponding MRBCA DTL values for chloroform are 76.6 $\mu\text{g}/\text{kg}$ in soils of all types and 80 $\mu\text{g}/\text{L}$ in groundwater.

Because the observed contamination at Montgomery City might be linked to the past use of carbon tetrachloride-based fumigants at its former grain storage facility, the CCC/USDA will conduct investigations to (1) characterize the source(s), extent, and factors controlling the possible subsurface distribution and movement of carbon tetrachloride at the Montgomery City site and (2) evaluate the health and environmental threats potentially represented by the contamination.

5.2 Community Background

5.2.1 Community Profile

Incorporated Montgomery City has a population of 2,442 that is 94% white non-Hispanic, 4% black, and 1% Native American. Almost 80% of adult residents have a high school or higher education, with about 16% holding a bachelor's or higher degree. The estimated median household income of the city is \$39,024, and the estimated per capita income is \$20,573 (2000 Census).

Montgomery City is governed by a mayor and a board of aldermen. In addition to public works and other city responsibilities, the mayor and board have authority to provide and maintain the municipal water supply system. The city operates a full-time office that is staffed by the city administrator/clerk and other city employees. Montgomery City is also the county seat for Montgomery County.

Montgomery City hosts numerous small businesses, several banks, a medical clinic, middle and high schools, several churches, city and county government offices, a local newspaper, and the Montgomery County Fairgrounds, and is served by municipal police, fire, and utilities departments. Three large commercial grain operations (Service and Supply Co-op, MFA Agricultural Services, and Land O'Lakes Purina Feed) are located along the tracks of the Norfolk and Southern Railroad, which run parallel to State Highway 19 through the center of the town. In addition, two publicly owned industrial and commercial sites are located at the south end of the town, along the east and west sides of Hwy. 19.

Montgomery City and Montgomery County have Internet web sites that provide information regarding the local government and community activities (<http://www.montgomerycity.org> and <http://www.montgomerycountymo.org>, respectively).

All residents within the municipal limits of Montgomery City receive their drinking water from a public water supply system. The system is supplied exclusively by groundwater obtained from three wells. Since 2003, water has been purchased from the Montgomery City public water supply by Montgomery County Public Water Supply District #1 (PWSD1), which serves approximately 150 residents outside of the city's municipal boundaries, primarily to the north and west of city limits.

Area residents have indicated that they rely on information from credible sources, such as city officials and the weekly local newspaper, *The Montgomery Standard* (Burton 2009, Deves 2009).

5.2.2 History of Community Involvement

Carbon tetrachloride was first detected in one soil sample and two soil gas samples collected by the EPA at the former CCC/USDA facility in January 2000. Subsequent investigations were performed by the EPA and the MoDNR in 2000 and 2001. Results of these investigations confirmed the presence of carbon tetrachloride in the soils and also detected carbon tetrachloride in a groundwater sample collected at the former CCC/USDA facility. City officials were not aware of these detections until they were informed of the sampling by Argonne representatives during a site visit on April 1, 2008.

Results of the EPA and MoDNR investigations also demonstrated that no private domestic or public wells are located within 0.5 mi of the former CCC/USDA facility. Two of the city's active public wells (PWS2 and PWS3/Industrial Well) and one private drinking water well (owned by Stanley and Patricia Hemeyer) were identified within 1 mi of the former facility. The MoDNR's testing of these wells in 2001 resulted in no detection of carbon tetrachloride.

5.2.3 Key Community Concerns

Montgomery City residents have not expressed significant concern about the soil and groundwater contamination during interactions with Argonne personnel. All community residences are connected to the city public water supply system, which provides a safe and abundant water supply (Burton 2009, Deves 2009). In addition, residents living to the north and west of city limits are connected to PWSD1. The only private well identified within 1 mi of the former facility (Hemeyer) was tested by MoDNR in 2001, with no detection of carbon tetrachloride.

Once the proposed investigation begins and Argonne staff and CCC/USDA contractors are working in the community, local residents are likely to become more curious. This community relations plan is being developed in anticipation of the potential for greater community interest.

5.3 Community Relations Objectives

The Montgomery City community relations plan has the following major objectives:

1. Explain the investigative plans of the MoDNR and the CCC/USDA and provide general information about the program, to gain community acceptance.
2. In coordination with the MoDNR, respond to citizens' inquiries about site activities and address their concerns regarding the presence of health and/or environmental hazards (if any are identified).
3. Ensure that the public has appropriate opportunities for involvement in site-related decisions.
4. Determine, on the basis of discussions with city officials and the site property owner (Fair Society board members), appropriate activities to ensure suitable public involvement.
5. Provide appropriate opportunities for the community to learn about the investigation and its potential effects on the community.
6. Inform the local community of the investigation's findings and developments, as appropriate.

5.4 Timing of Community Relations Activities

This section describes the activities proposed to meet the community relations objectives identified in Section 5.3. Many of these will predate the field work.

5.4.1 Activities before Field Work Begins

In coordination with the MoDNR and the CCC/USDA and with the approval of the two agencies, Argonne will provide for the conduct of the following community relations activities, to the extent practicable, before field work begins:

- Designate a point of contact. The individual will be Argonne's liaison with the community and will be responsible for the implementation of this community relations plan.
- Arrange for an initial informational contact with officials of the city government to explain proposed activities and schedules.
- Arrange for discussions (by telephone and in person) with interested residents and other interested or affected parties, as appropriate, to understand their concerns and information needs and to learn how and when citizens would like to be involved in the investigation process. This activity includes the following specific tasks:
 - Develop a list of names, addresses, and telephone numbers of local officials and interested citizens.
 - With the assistance of city officials, identify a location for an information repository and administrative record file that will give residents easy access to investigation reports and other information. The repository will be available for public inspection and copying.
 - Identify existing wells near the site that could be used for sampling.
 - Identify access issues, discuss the issues with landowners, and resolve any concerns.
 - Identify any physical and legal constraints or barriers to implementation of investigative plans.

- Send a copy of the approved site-specific *Work Plan* to the city. When community officials have had an opportunity to review the *Work Plan*, offer to meet with local community leaders and residents and brief them regarding the planned work. Such a meeting would be attended by MoDNR and CCC/USDA officials, Argonne staff, and others as appropriate. The purpose would be to accomplish the following:
 - Describe the site location and problem.
 - Explain why action is required (state regulations and legal, health, and other concerns).
 - Explain the objectives of the investigation.
 - Describe the site-specific *Work Plan* and its schedule in detail, including staff, contractors, and equipment to be on the site.
 - Introduce key personnel, including points of contact (with telephone numbers and addresses).
 - Present a strategy for communications with the public.
 - Seek input and answer questions from the community regarding the investigation and the communications strategy.
 - Discuss any access issues/problems that still might need to be addressed.
 - Announce the location of the community information repository.
- Provide fact sheets describing the site work to the city, the Fair Society, and the owners of properties adjacent to the former CCC/USDA facility who will be canvassed during site work.

- Work with city officials to ensure that potentially affected or interested individuals living outside the city limits receive information about the investigation.
- Place materials in the information repository, and update the information as needed. Included in the repository will be the contact list of key officials, a copy of this site-specific *Work Plan*, relevant correspondence, investigation results, and guidance documents.

5.4.2 Activities during Field Work

In coordination with the MoDNR and the CCC/USDA, Argonne will provide for the following community relations activities during field work, to the extent practicable:

- Hold meetings with public officials and interested citizens as needed.
- Continue updating the information repository and the contact list.
- Continue telephone contact with state and local officials and with interested residents, if necessary.
- Arrange for site visits by interested parties, as permitted by site activities and safety limitations.

5.4.3 Activities upon Completion of Field Work Activities

In coordination with the MoDNR and the CCC/USDA, Argonne will provide for the following community relations activities upon completion of the field work, to the extent practicable:

- Offer to meet with public officials and interested citizens to present and discuss the investigation's findings, results, recommendations, and any future activities at the site.

- Update the information repository with the investigation's results and proposed future activities at the site.

5.5 Contact List of Key Officials

The contact list below includes key federal, state, and local officials; interest groups; interested citizens; media representatives; and individuals living or working near the site.

5.5.1 Federal Elected Officials

Senator Kit Bond
Washington, D.C., Office
274 Russell Senate Office Building
Washington, DC 20510
202-224-5721

Senator Kit Bond
Columbia Office
1001 Cherry Street, Suite 204
Columbia, MO 65201
573-442-8151

Senator Claire McCaskill
Washington, D.C., Office
717 Senate Hart Office Building
Washington, DC 20510
202-224-6154

Senator Claire McCaskill
Columbia Office
915 East Ash Street
Columbia, MO 65201
573-442-7130
573-442-7140 (fax)

Congressman Blaine Luetkemeyer
Washington, D.C., Office
1118 Longworth House Office Building
Washington, DC 20515
202-225-2956
202-225-5712 (fax)

Congressman Blaine Luetkemeyer
District Office
3610 Buttonwood Drive
Suite 200
Columbia, MO 65201
573-886-8929
573-886-8901 (fax)

5.5.2 State Elected Officials

Governor Jay Nixon
Office of the Governor
Room 216, State Capitol Building
Jefferson City, MO 65101
573-751-3222
<http://governor.mo.gov/contact>

State Senator Frank Barnitz
State Senate, District 16
Room 427, State Capitol Building
Jefferson City, MO 65101
573-751-2108
Frank.Barnitz@senate.mo.gov

State Representative Mike Sutherland
State House of Representatives, District 99
201 West Capitol Avenue
Room 112
Jefferson City, MO 65101
573-751-2689
Mike.Sutherland@house.mo.gov

5.5.3 Local Officials

Elected Montgomery City Officials:

Mayor: Jeff Porter
Board of Aldermen:
 Ward 1 Aldermen: Tom Benney, Mike Spira
 Ward 2 Aldermen: Dr. Tom Nichols, John Schneider
City Hall
723 N. Sturgeon
Montgomery City, MO 63361
Telephone 573-564-3160
Fax 573-564-3802
<http://www.montgomerycity.org>
Hours: Monday-Friday, 7:30 a.m. to 4:30 p.m.; closed for lunch, 12 noon to 1 p.m.

Montgomery City Administration:

City Administrator/Clerk: Steven Deves
City Treasurer: Linda Block
City Collector: Jill Dunlap
Police Chief: Phil Ahern
Superintendent of Public Works: Dorsey Stotler
Superintendent of Public Utilities: Russell Burton

Montgomery County Officials:

Montgomery County Commission
211 East Third
Montgomery City, MO 63361
573-564-8091

Montgomery County Clerk
211 East Third
Montgomery City, MO 63361
573-564-3357

5.5.4 Federal Agency Officials

Steve Gilmore
Conservation and Environmental Protection Division
Farm Service Agency
Commodity Credit Corporation
U.S. Department of Agriculture
Room 4725, Stop 0513, South Agriculture Building
1400 Independence Avenue, SW
Washington, DC 20250-0513
202-720-5104
Steve.Gilmore@usda.gov

Don Steck
Conservation and Environmental Protection Division
Farm Service Agency
Commodity Credit Corporation
U.S. Department of Agriculture
Room 4725, Stop 0513, South Agriculture Building
1400 Independence Avenue, SW
Washington, DC 20250-0513
202-690-0224
don.steck@wdc.usda.gov

Jeff Field
Drinking Water Branch
U.S. Environmental Protection Agency, Region VII
901 North Fifth Street
Mail Code WWPD/DWGW
Kansas City, KS 66101
913-551-7548

5.5.5 State Agency Officials

Branden Doster
Remediation and Radiological Assessment Unit Chief
Hazardous Waste Program
Federal Facilities Section
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176
573-751-3907
573-526-5268 (fax)
branden.doster@dnr.mo.gov

Shawn Muenks, Environmental Engineer
Hazardous Waste Program
Federal Facilities Section
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176
573-751-3107 or 573-751-3907
573-526-5268 (fax)
shawn.muenks@dnr.mo.gov

Ramona J. Huckstep, M.S.
Community Involvement Coordinator
Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176
573-522-1540
573-526-5268 (fax)
Ramona.huckstep@dnr.mo.gov

5.5.6 Citizens and Other Interested Parties

Montgomery County Fair Society
Alan Williman, Board Chairman
P.O. Box 11
Montgomery City, MO 63361
573-619-1193 (cellular)
info@montgomerycountyfair.org

Mary Carroz (Rentals)
Montgomery County Fair Society
P.O. Box 11
Montgomery City, MO 63361
636-359-4941 (cellular)
info@montgomerycountyfair.org

Montgomery County Public Water Supply District #1
22673 NW Service Road
Warrenton, MO 63383
636-456-8227

5.5.7 Newspaper

The Montgomery Standard
115 West Second Street
Montgomery City, MO 63361
573-564-2339

5.6 Argonne Contacts

Lorraine M. LaFreniere, Ph.D.
Manager, Applied Geosciences and
Environmental Management Section
Environmental Science Division
9700 South Cass Avenue
Argonne, IL 60439-4843
630-252-7969
lafreniere@anl.gov

James Hansen
Community Relations Representative
Environmental Science Division
Argonne National Laboratory
955 L'Enfant Plaza SW, Suite 6000
Washington, DC 20024
202-488-2453
hansenj@anl.gov

Robert A. Sedivy
Montgomery City Project Manager
Environmental Science Division
9700 South Cass Avenue
Argonne, IL 60439-4843
630-252-9609
402-465-9021
rsedivy@anl.gov

6 Health and Safety

The general health and safety plan for use at Montgomery City is in Section 3 of the *PMWP* (Argonne 2007). The general plan addresses all anticipated safety issues for the activities to be conducted. Specific emergency information for use at Montgomery City is in Figure 6.1 and Table 6.1.

Montgomery City has 911 service for all emergency responses. The city has its own police force. In addition, personnel from the Montgomery County Sheriff's Office and Fire Protection District Station No. 1, located in the town, respond to 911 calls.

A local medical clinic (Associated Medical Arts) located within 1 mi of the former CCC/USDA facility is open Monday-Friday from 8:00 a.m. to 12:15 p.m. and from 1:00 p.m. to 5:00 p.m. Major medical services are provided by the Hermann Area Regional Hospital in Hermann, Missouri, approximately 23 mi southeast of the town (Figure 6.1).

TABLE 6.1 Emergency information for the investigation at Montgomery City.^a

Resource	Telephone Number	Name
All Emergencies	911	Montgomery County 911
Hospital, Poison Control	573-486-2191	Hermann Area District Hospital ^b 509 West 18th St. Hermann, MO 65041
Medical Services	573-564-2990	Associated Medical Arts 504 North Sturgeon St. Montgomery City, MO 63361
Police (nonemergency)	573-564-2511	Montgomery City Police Department 723 North Sturgeon St. Montgomery City, MO 63361
Sheriff (nonemergency)	573-564-3378	Montgomery County Sheriff 211 East 3rd St. Montgomery City, MO
Industrial Hygiene	630-252-3310	Argonne-Industrial Hygiene
Safety	630-988-9706	EVS Division ^c Field Safety Coordinator (Monte Brandner)
	630-252-4878	EVS Division ^c Environmental, Safety, and Health Coordinator (Bill Gasper)
Management	630-252-7969	AGEM Program Manager (Lorraine LaFreniere)
	630-252-1275 630-408-7114	AGEM Field Project Manager (David Surgnier) (cellular)
	630-252-9609 402-465-9021	AGEM Technical Project Manager (Robert Sedivy)
Security	630-252-5737	Argonne-Operations Security Workdays
	630-252-5731	After hours and weekends
Utilities Survey	800-344-7483 800-DIG RITE	Missouri Location Service

^a Post this table in the field operations base.

^b The route from Montgomery City to the Hermann Area District Hospital is shown in Figure 6.1.

^c Environmental Science Division at Argonne.

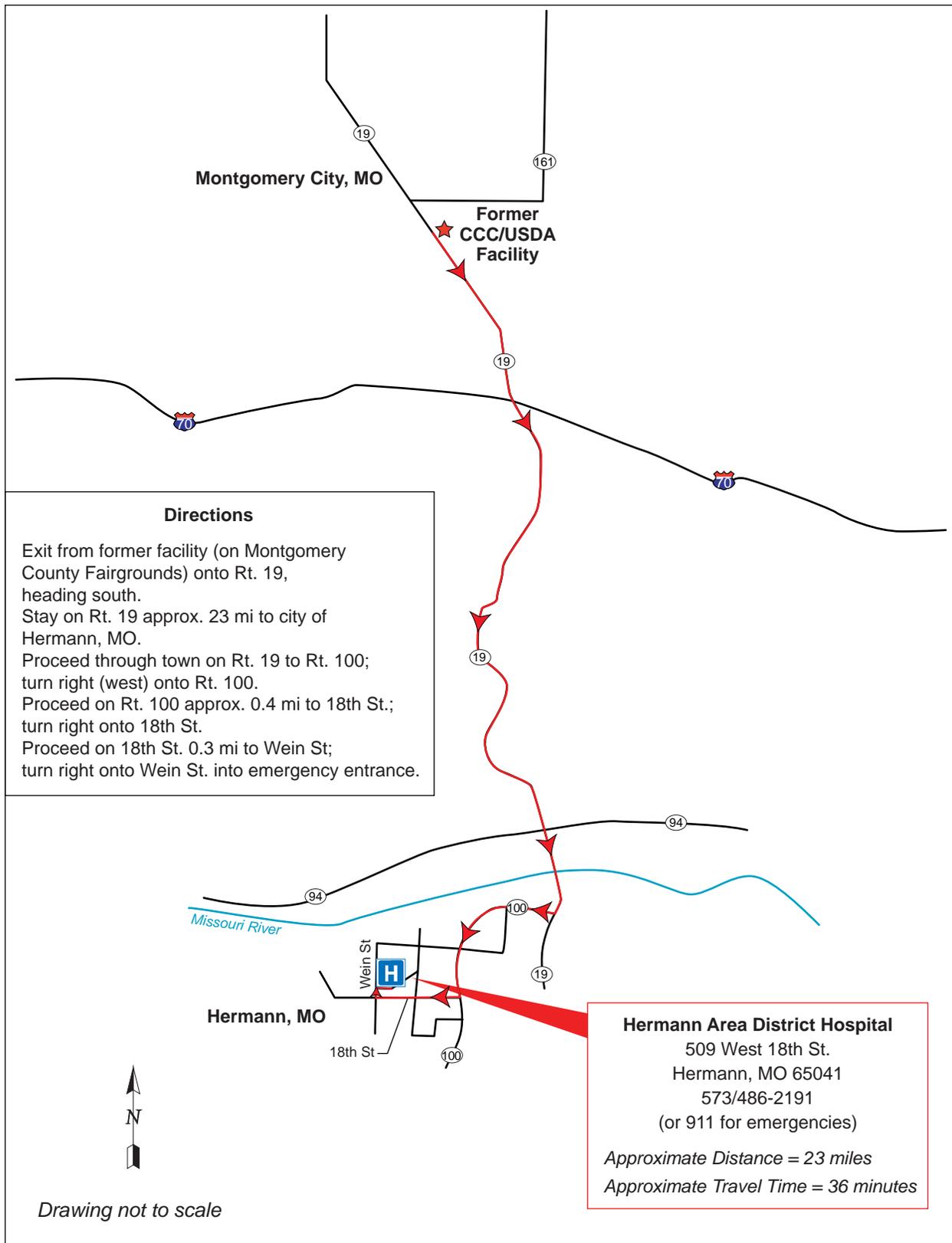


FIGURE 6.1 Emergency route from Montgomery City to the Hermann Area District Hospital, Hermann, Missouri.

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Imes, J., 1985, *The Ground-Water Flow System in Northern Missouri with Emphasis on the Cambrian-Ordovician Aquifer*, Professional Paper 1305, U.S. Geological Survey, Washington, D.C.

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Appendix A:

Summary of Property Ownership and Related Records

TABLE A.1 Montgomery City property documentation.^a

	Date	Item	Description	No. of Pages
<i>Montgomery County Fair Society Property</i>				
1	9/19/1906	Articles of incorporation	The Montgomery County Fair Association was incorporated in 1906, with 8 original shareholders, for a period of 50 yr.	3
2	6/25/1948	Application for pro forma decree of incorporation	Circuit Court decree of amendment to the articles of incorporation to establish the Montgomery County Fair Society as a perpetual association.	3
3	3/19/1949	Warranty deed, with statutory acknowledgements	Transfer of 40 acres from Daniel H. and Golda Ann Davis to the Montgomery County Fair Society — described as 20 acres in the northern half of the SW qtr of the SE qtr and 20 acres in the southern half of the NW qtr of the SE qtr, all in Section 32, Township 49 North, Range 3 West — for \$1.	1
4	3/29/1974	Quit claim deed	Transfer of 0.22 acres from McGraw-Edison Company to the Montgomery County Fair Society, described as part of the SW qtr of the SE qtr of Section 32, Township 49 North, Range 3 West, for \$1. Property dimensions provided in detail.	2
5	12/23/1981	Quit claim deed	Transfer of 0.63 acres from Montgomery City Chamber of Commerce to the Montgomery County Fair Society, described as part of the southern half of the SW qtr of the SE qtr of Section 32, Township 49 North, Range 3 West, for \$10. Property dimensions provided in detail.	1
6	6/17/1985	Application for decree amending charter	Circuit Court decree of amendment to articles of incorporation, establishing the Fair Society as a charitable corporation.	4
7	5/31/1989	Deed of trust	Mortgage filed in Book 312, page 636, for 37.34-acre fairgrounds property.	2
8	9/17/1992	General warranty deed	Transfer of fractional Lot 13 fronting Wentz Street from George and Patricia Barley to the Montgomery County Fair Society for \$1. Property dimensions described in detail.	1
9	9/17/1996	Future advance deed of trust	Mortgage filed in Book 374, page 295, for 37.34-acre fairgrounds property.	7
10	1/28/2000	Full deed of release	The Montgomery County Fair Society (borrower) is released from its mortgage to the Bank of Montgomery County (lender), dated 9/17/1996 (above), as recorded in Book 374 on page 295. Real estate held under the mortgage was the 37.34-acre tract located in the southern half of Section 32, Township 49 North, Range 5 West.	2
11	12/15/2001	Deed of trust	Mortgage filed in Book 453, page 502, for 37.34-acre fairgrounds property.	8
12	2/11/2002	Full release of deed of trust	Release of mortgage filed in Book 349, page 48.	3
13	7/3/2003	Real estate deed of trust	Mortgage filed in Book 494, page 30, for 37.34-acre fairgrounds property.	9
14	11/26/2004	Real estate deed of trust	Mortgage filed in Book 530, page 343, for 37.34-acre fairgrounds property.	9
15	12/8/2004	Full deed of release	Release of mortgage dated 12/15/2001 (above), filed in Book 453, page 502.	3
16	3/30/2005	Deed of release	Release of mortgage dated 7/3/2003 (above) filed in Book 494, page 30.	2
17	1/18/2006	Quit claim deed	Transfer of fractional Lot 14 and fractional Lot 13 from the City of Montgomery to the Montgomery County Fair Society for \$10.	2

TABLE A.1 (Cont.)

	Date	Item	Description	No. of Pages
<i>Montgomery County Fair Society Property (cont.)</i>				
18	9/1/2006	Real estate deed of trust	Mortgage filed in Book 574, page 619, for 37.34-acre fairgrounds property.	9
19	8/30/2007	General warranty deed	Transfer of 0.99-acre parcel and 0.05-acre parcel from BKK Investments to the Montgomery County Fair Society for \$1.	4
20	9/6/2007	Quit claim deed	Transfer of 1.02-acre parcel and 0.05-acre parcel from Montgomery County to the Montgomery County Fair Society for \$10.	2
21	5/6/2008	Real estate deed of trust	Mortgage filed in Book 609, page 474, for 37.34-acre fairgrounds property.	10
22	5/13/2008	Full deed of release (corporation)	Release of mortgage dated 11/26/2004 (above), filed in Book 530, page 343.	2
23	5/13/2008	Full deed of release (corporation)	Release of mortgage dated 9/1/2006 (above), filed in Book 574, page 619.	2
<i>CCC/USDA Grain Storage Facility (within the Fairgrounds Property)</i>				
24	9/1/1949	CCC/USDA lease	The USDA/Montgomery County Agricultural Conservation Association, predecessor to the CCC, leased approximately 61,750 ft ² of land from the Montgomery County Fair Society for 5 yr from 9/1/1949 to 10/1/1954. The property is described as the fractional portion of the NE half of the SE qtr of Section 32, Township 49 North, Range 5 West. (Note an apparent discrepancy in the description Plat Maps and aerial photos indicate that the former bin site straddled the boundary between the northern half of the SW qtr and the southern half of the NW qtr of the SE qtr of Section 32.) By agreement, the lease could be extended for two additional 5-yr terms.	2
25	3/1/1950	CCC/USDA lease expansion	The Montgomery County Agricultural Conservation Association expanded its leased property, leasing an additional 13,750 ft ² from the Montgomery County Fair Society for 4 yr, from 3/1/1950 to 10/1/1954 (same ending date as the initial lease). The leased property was expanded by a parcel 110 ft x 135 ft at the southwest corner of the original property. By agreement, the lease could be extended for two additional 5-yr terms.	2
26	4/14/1963	Aerial photo	Photo ID TL-1CC-182L shows the maximum extent of the former CCC/USDA grain storage facility, with 3 rectangular grain storage buildings and 33 circular bins arranged in a double row extending northward from the rectangular buildings.	1
27	5/25/1964	CCC/USDA lease extension	The CCC/USDA extended its lease of 1.7 acres (61,750 ft ² plus 13,750 ft ²) from the Montgomery County Fair Society for the 5-yr period from 10/1/1964 to 9/30/1969. Filed for the record on 6/8/1964.	2

TABLE A.1 (Cont.)

	Date	Item	Description	No. of Pages
<i>CCC/USDA Grain Storage Facility (within the Fairgrounds Property) (cont.)</i>				
28	10/1/1966	CCC/USDA lease termination	Lease of 1.7 acres from the Montgomery County Fair Society was terminated by agreement dated 8/1/1967 between the Montgomery County Fair Society and the CCC/USDA . By agreement, further restoration of the property (i.e., removal of Quonset huts) was unnecessary.	2
29	9/26/1969	Aerial photo	Photo ID TL-4KK-54L shows only 3 rectangular storage buildings remaining at the site. Subtle shadows indicate a rounded roof profile for the rectangular buildings, characteristic of Quonset huts. Traces of disturbed ground and possibly one or more bin foundations remain where the circular bins were once located. One of the city's 3 water towers has been constructed directly west of the Quonset huts.	1
30	1980	Aerial photo	Pronounced shadows confirm the rounded roof profile of the rectangular structures characteristic of Quonset huts.	1
31	4/13/1995	Aerial photo	Photo ID NAPP-8501 (number hard to read). By 1995, the Quonset buildings had been removed, and a grass parking area with partially graveled roads had been established north of the former Quonset building foundations. The western portion of the parking area overlay the northern portion of the former circular bin array.	1
<i>CCC/USDA Grain Storage Facility #2 (Northwestern Portion of Montgomery City)</i>				
32	6/28/1954	CCC/USDA lease (second site)	The USDA Agricultural Stabilization and Conservation Service (ASCS), predecessor to the CCC, leased 2.3 acres of land from Frank and Estelle Schwaebe for 5 yr, from 6/28/1954 to 6/27/1959. The property is described as part of the SE qtr of the SE qtr, Section 30, Township 49 North, Range 5 West.	2
33	11/4/1968	CCC/USDA lease extension (second site)	The USDA ASCS continued its lease of 2.3 acres of land from Frank and Estelle Schwaebe for the 5-yr period from 6/28/1969 to 6/27/1974. No lease documentation was found for the 1959-1969 period following the initial 1954-1959 lease.	2
34	7/30/1974	CCC/USDA lease termination (second site)	Lease of 2.3 acres from Frank & Estelle Schwaebe by the CCC/USDA was terminated.	2
35	9/5/2007	Aerial photo	Photo ID ortho_1-1_1n_s_mo139_2007_1. Recent configuration of former CCC/USDA property and surroundings.	1

^a The documents are reproduced in Supplement 1 (on CD).

Appendix B:

**Fact Sheets from MoDNR, Division of Geology and Land Survey
(Reproduced with Permission)**

GENERALIZED GEOLOGY MAP OF MISSOURI

Missouri Department of Natural Resources
 Division of Geology and Land Survey
 P.O. Box 250, Rolla, MO 65402
www.dnr.mo.gov/geology

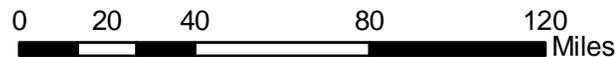
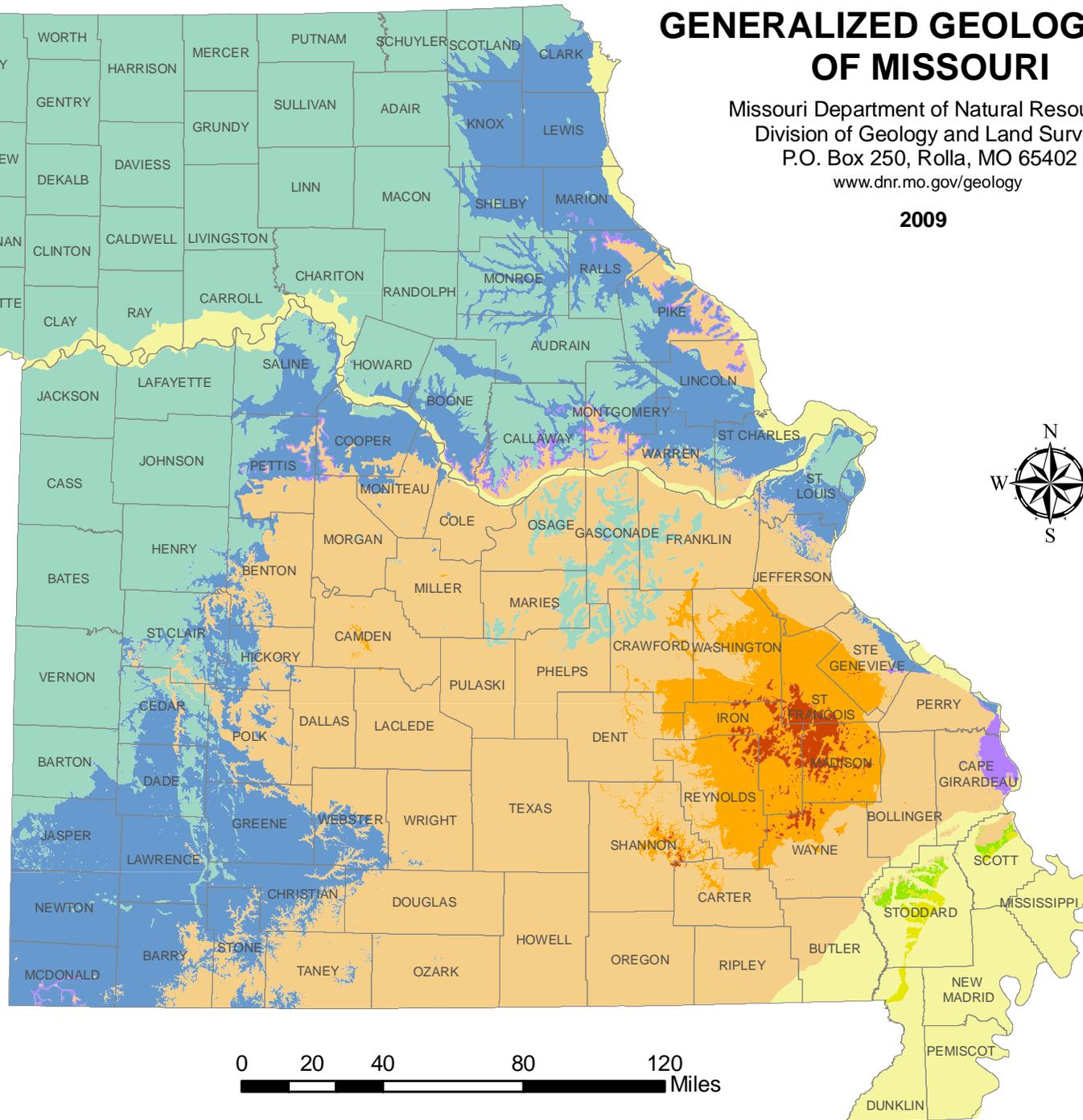
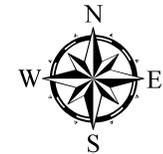
2009

Legend

- QUATERNARY
- TERTIARY
- CRETACEOUS
- PENNSYLVANIAN
- MISSISSIPPIAN
- SILURIAN-DEVONIAN
- ORDOVICIAN
- CAMBRIAN
- PRECAMBRIAN

Note: Pleistocene drift and loess not shown.

Disclaimer: Although this map has been compiled by the Missouri Department of Natural Resources, no warranty, expressed or implied, is made by the department as to the accuracy of the data and related materials. The act of distribution shall not constitute any such warranty, and no responsibility is assumed by the Department in the use of these data or related materials.

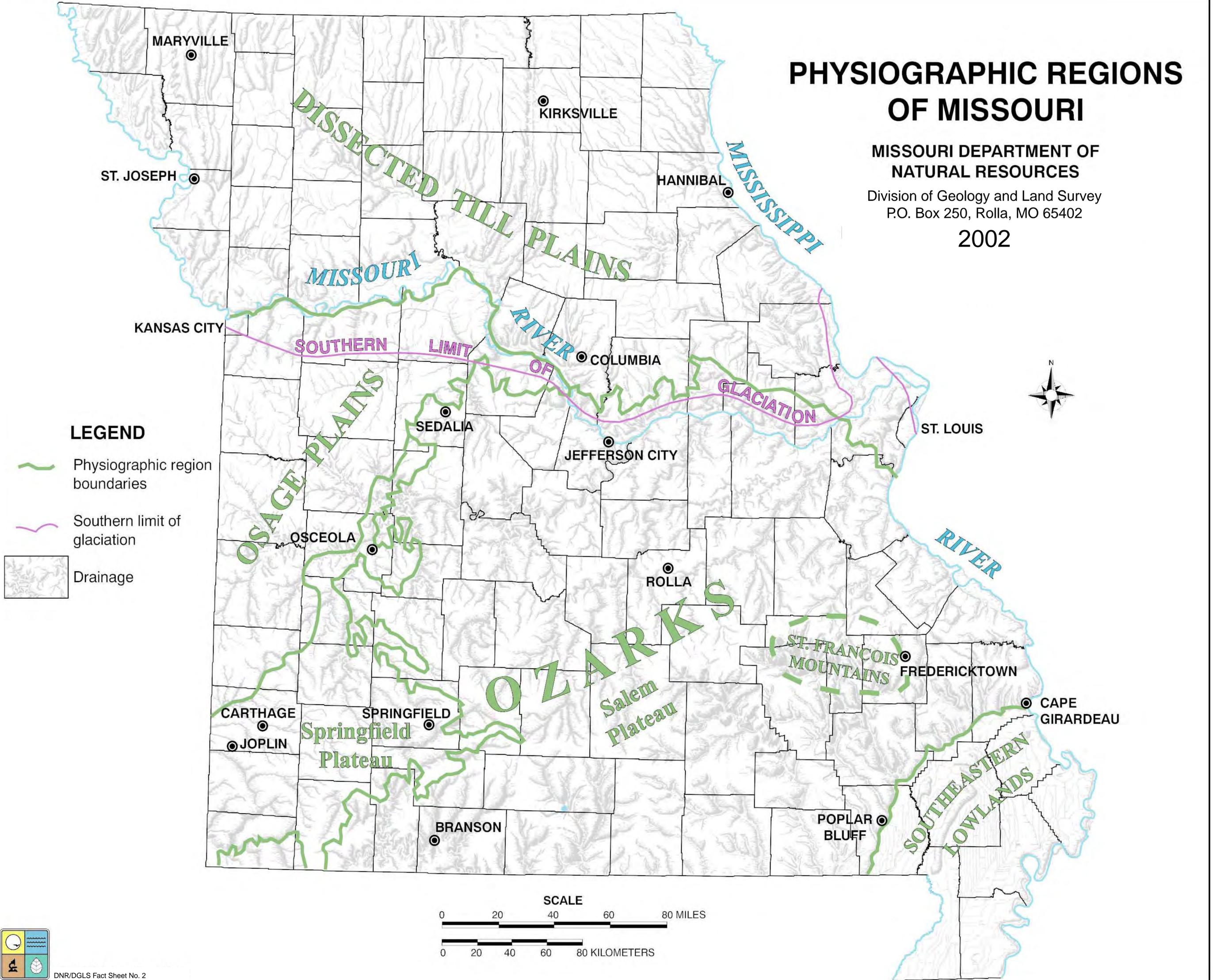


PHYSIOGRAPHIC REGIONS OF MISSOURI

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

Division of Geology and Land Survey
P.O. Box 250, Rolla, MO 65402

2002



MISSOURI GROUNDWATER

MISSOURI DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF GEOLOGY
AND LAND SURVEY
P.O. Box 250, Rolla, MO 65402-0250

2002



PRODUCTION REGIONS AND AQUIFERS

MISSOURI AND MISSISSIPPI RIVER ALLUVIUM

Yield is normally 1,000+ gallons per minute (gpm), water is suitable for irrigation. Softening and iron removal recommended for drinking water.

GLACIAL DRIFT AND ALLUVIUM

Yield is normally 1-15 gpm. Drift-filled preglacial channels locally yield 200 to 500 gpm. Alluvium in lower reaches of major rivers can locally yield 400+ gpm. Iron removal and disinfection is recommended. Bedrock aquifers generally yield mineralized water.

CRETACEOUS AND TERTIARY SANDS, AND ALLUVIUM

Alluvium typically yields 1,000+ gpm; Tertiary sands, 500 to 1,000 gpm. Both contain high iron. Wells in Cretaceous sands typically produce 150 to 1,000 gpm, have lower iron, are softer, have higher temperature waters, and may be artesian.

PENNSYLVANIAN AND MISSISSIPPIAN LIMESTONES AND SANDSTONES

Yield 1 to 15 gpm to depth of about 400 feet. Aquifers below 400 feet yield mineralized water. Wells in shallow Mississippian limestones yield 1 to 10 gpm. Deeper high-yield aquifers yield mineralized water.

MISSISSIPPIAN LIMESTONES (SOUTHWEST MISSOURI), ORDOVICIAN AND CAMBRIAN DOLOMITES AND SANDSTONES

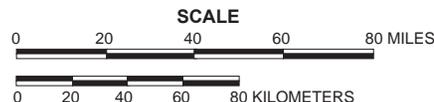
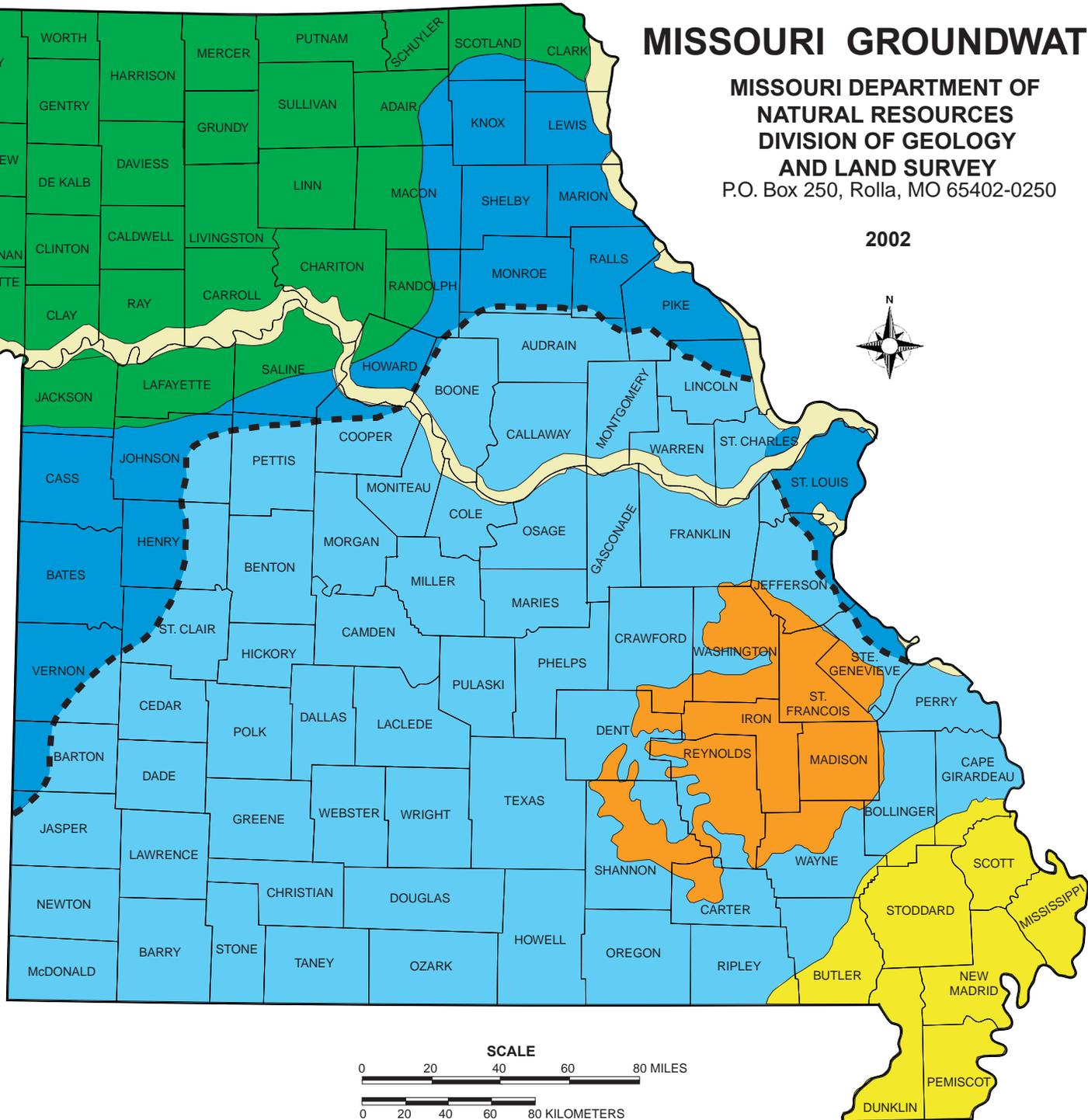
Yield 15-500 gpm, depending on depth and producing formations. Yields locally exceed 1,000 gpm in some areas including Springfield, Columbia and Rolla. Yields diminish substantially east of the St. Francois Mt. region. Highly-productive aquifers become mineralized north of freshwater-salinewater transition zone.

CAMBRIAN AND PRECAMBRIAN ROCKS

Dolomites typically yield 15 to 50 gpm. Lamotte Sandstone locally yields 300+ gpm. Precambrian igneous rocks normally yield 0 to 15 gpm.

FRESHWATER-SALINEWATER TRANSITION ZONE

North and west of this line, high-yielding aquifers contain water too mineralized to be used without extensive treatment



MAJOR STRUCTURAL FEATURES OF MISSOURI

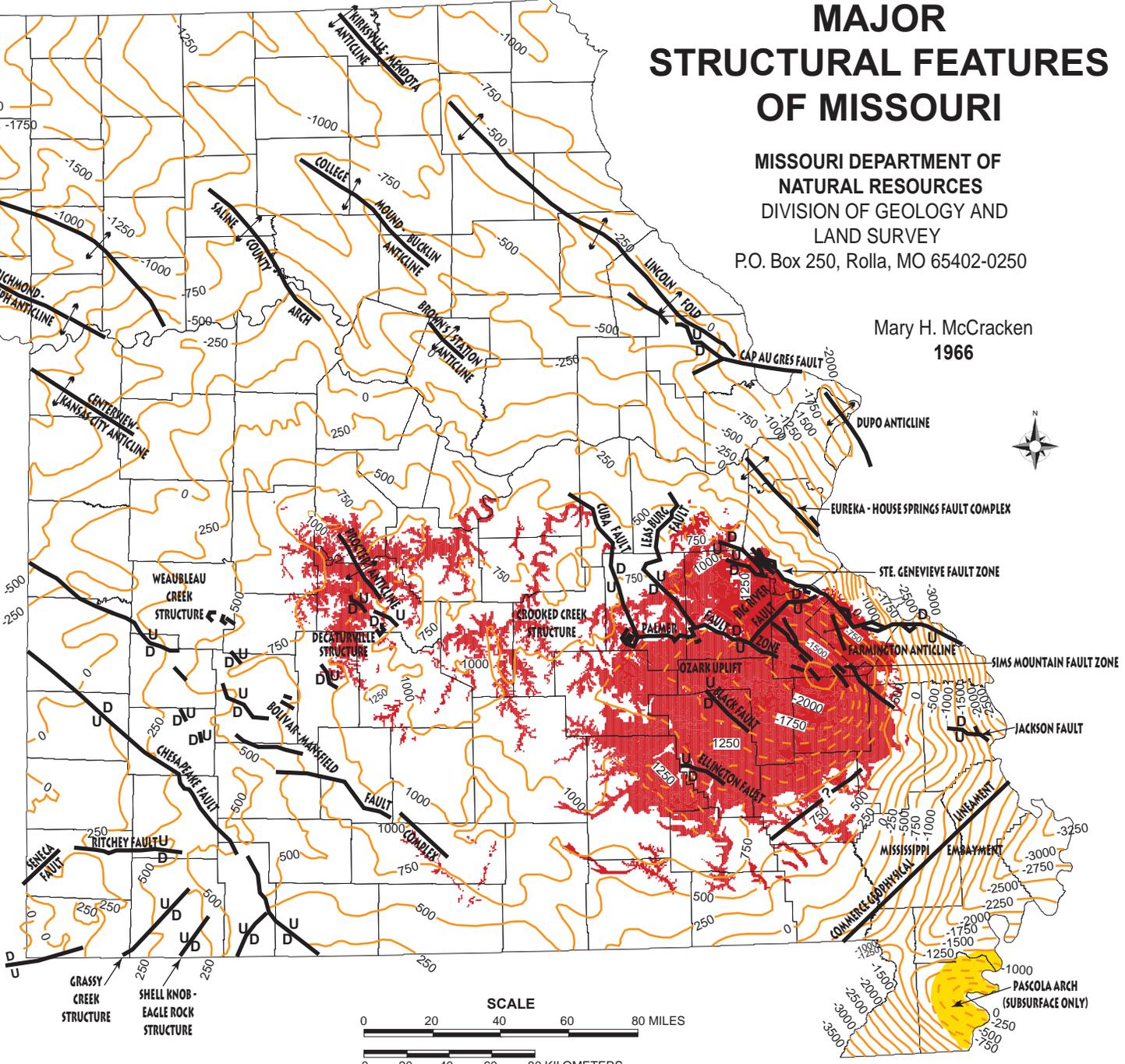
MISSOURI DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF GEOLOGY AND
LAND SURVEY

P.O. Box 250, Rolla, MO 65402-0250

Mary H. McCracken
1966

LEGEND

-  Contoured on base of the Roubidoux Formation
-  Reconstructed in areas of complete removal of the Roubidoux by erosion
- Contour interval 250 feet
-  Approximate area of complete removal of the Roubidoux in the subsurface
-  Area of pre-Roubidoux outcrop
-  Fault --approximately located.
U = upthrown side
D = downthrown side
-  Anticline



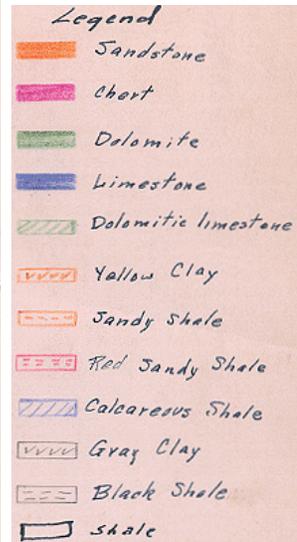
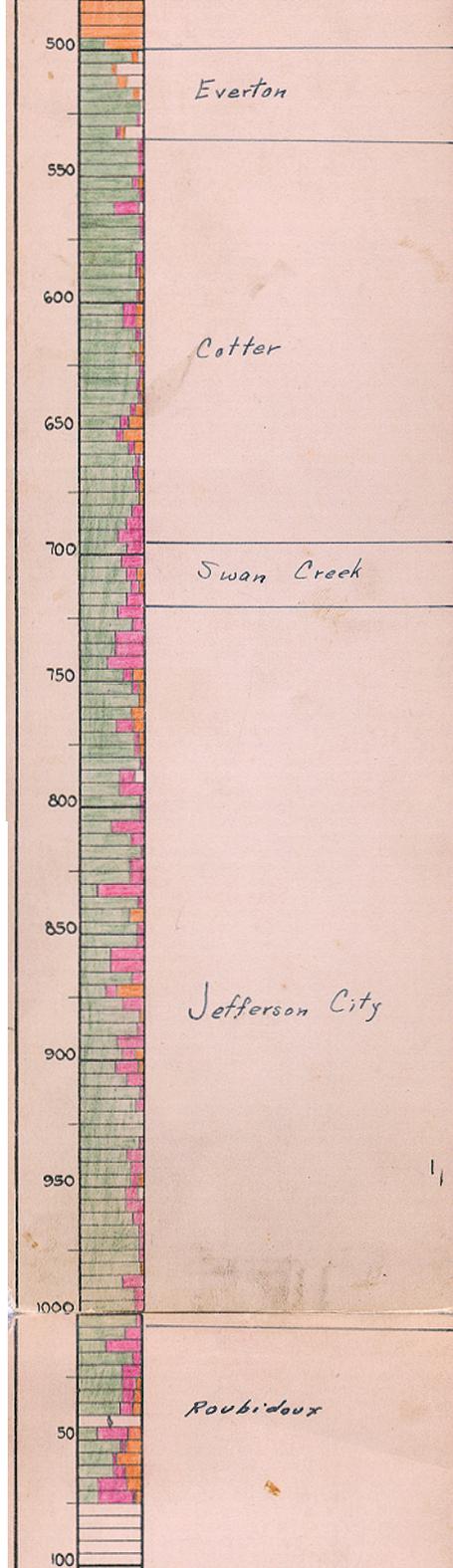
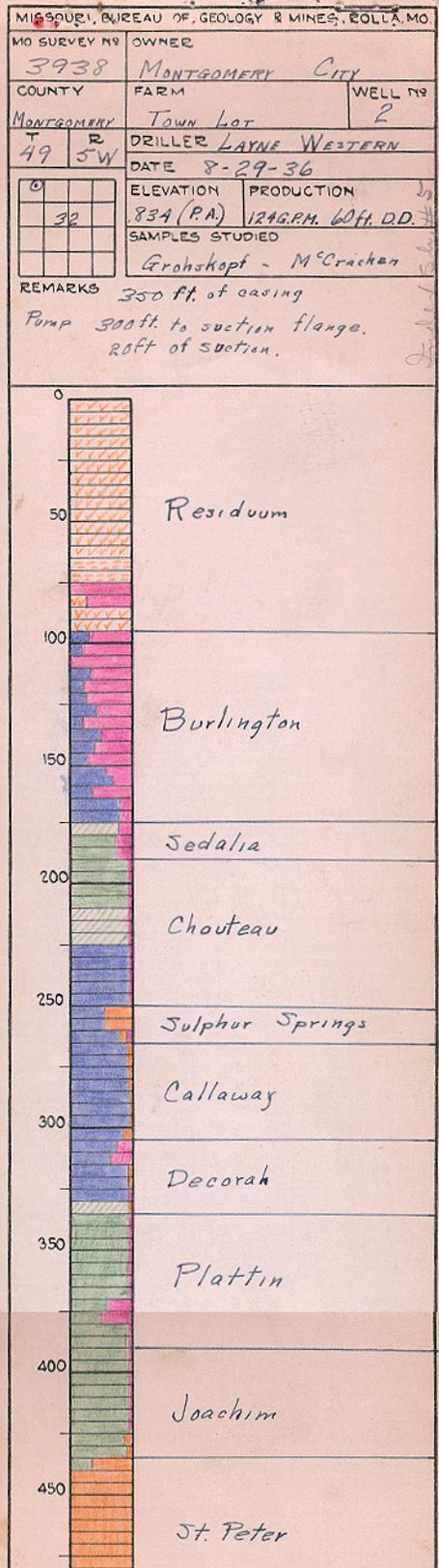
Appendix C:

**Well Lithologic Logs and Certification Forms for Wells Identified
within Approximately One Mile of the Former CCC/USDA Facility**

Appendix C Contents

Log No.	Well Name	Well Type	Date	Document ^a	
				Cert	Lith
003938	Former PWS #2 (abandoned)	Community public	1936	x	x
005381	Allgermissen Ice Plant	Industrial	1938	x	x
019412	High School #1	Noncommunity public	1960	x	x
019447	Bracht	Domestic	1961		x
021764	Cobb	Heat pump	2003	x	
021921	Active PWS1 (originally PWS #3)	Community public	1963		x
024912	Jorgensen	Domestic	2006	x	
028232	Active PWS2 (originally PWS #4)	Community public	1979	x	x
028718	Active PWS3/Industrial Well (originally PWS #5)	Community public	1992	x	x
036076	Hemeyer	Domestic	1990	x	
047614	Brookman	Domestic	1990	x	
069776	City Hall	Noncommunity public	1992	x	
102916	Frehse	Heat pump	2001	x	
115609	Montgomery City Landfill #P-2	Monitoring	1994	x	
115610	Montgomery City Landfill #P-1	Monitoring	1994	x	
115611	Montgomery City Landfill #P-3	Monitoring	1994	x	
138606	Montgomery Salvage, Inc.	Domestic	1995	x	
177747	Block	Heat pump	2002	x	
177862	Kremer	Heat pump	2002	x	
227426	Dyke	Domestic	1999	x	
242282	Porter	Heat pump	2004	x	
269675	Shetz (Aaron's Oil Co.)	Monitoring	2003	x	
278117	Hendricks	Domestic	2001	x	
-	Water Use Registration	-	2008	-	-

^a Document types: Cert, certification form; Lith, lithology log.



Former PWS2

ID003938

LOG NUMBER
005381

OWNER: Algermissen Ice Plant Well #1
 PLUGGED CONFIDENTIAL? 0 RELEASE DATE:

WELL TYPE: **Industrial High Capacity Well**
 DRILLER: Kessler, L.J.

LEASENAME:

DRILL DATE: 1938/12/00 PERMIT #:
 LOGGER: Grohskopf LOGDATE: 0000/00/00
 TYPE OF LOG: S SAMPLE SAVED? 0

ELEVATION: **816** BASE: S BEDROCK @ **90** FEET
 TOTAL DEPTH: **443** INTERVAL CORED: 0 TO 0
 YIELD: 20 DRAWDOWN: **75**
 STATIC WATER LEVEL BEFORE: AFTER: **40**

MISSOURI , COUNTY Montgomery
 SECTION: 32 TOWNSHIP: 49 N RANGE 05 W
 SW of SW of NW
 LATITUDE: 38.97513
 LONGITUDE: -91.50525
 QUAD NAME: MONTGOMERY CITY

OTHER DATABASES:
 ID NUMBER:
 DATABASE 2:
 ID NUMBER:
 DATABASE 3
 ID NUMBER

WATER AT:

TOP FORMATION: KEOKUK-BURLINGTON LS. UNDIFF
 BOTTOM FORMATION: ST. PETER SANDSTONE

REMARKS: MONTGOMERY CITY, 1000' S OF CITY WELL

CONSTRUCTION DATA

CASING:	DEPTH:	DIAMETER	CASING MATERIAL	DATE PLUGGED:	DATE ABANDONED:
	83	6.25			
	0	0		Plug Depth TOP: <input type="text"/> 0	Plug Depth Bottom: <input type="text"/> 0
	0	0	I/O: <input type="text"/>	GROUTING: <input type="text"/>	
	0	0	SIZE HOLE: <input type="text"/> 0		

PUMP: Capacity 0 Pump Type Set at: 0 Total Depth: 0 Screen Type: Size: 0 Length: 0 Slot: 0

Well Treatment: Type Devised: Perforation Interval: Tube Pressure:
 Type of Completion: Top: 0
 Oil Production: Gas Production: Bottom: 0

Water Analysis:

OPEN FORMATIONS Top Formation: **RESIDUUM & TOP SOIL**
 Bottom Formation: **ST. PETER SANDSTONE**

LOG NUMBER
019412

OWNER: Montgomery County R-2 High School
PLUGGED CONFIDENTIAL? 0 RELEASE DATE:
WELL TYPE: Noncommunity Public Well
DRILLER: Watts, J.T.
LEASENAME:
DRILL DATE: 1960/09/01 PERMIT #:
LOGGER: Groves / Wells LOGDATE: 0000/00/00
TYPE OF LOG: S SAMPLE SAVED? 0

MISSOURI , COUNTY Montgomery
SECTION: 04 TOWNSHIP: 48 N RANGE 05 W
NE of SE of SW
LATITUDE: 38.95148
LONGITUDE: -91.48073
QUAD NAME: NEW FLORENCE

OTHER DATABASES: PUBLIC DRINKING WATE
ID NUMBER: 6171790
DATABASE 2:
ID NUMBER:
DATABASE 3
ID NUMBER

ELEVATION: 850 BASE: S BEDROCK @ 80 FEET
TOTAL DEPTH: 1100 INTERVAL CORED: 0 TO 0
YIELD: 100 DRAWDOWN: 5
STATIC WATER LEVEL BEFORE: 100 AFTER: 265

WATER AT:

TOP FORMATION: BURLINGTON LIMESTONE
BOTTOM FORMATION: GASCONADE DOLOMITE

REMARKS: 1.5 MI SE OF MONTGOMERY CITY ON NE SD HWY 19

CONSTRUCTION DATA

	DEPTH:	DIAMETER	CASING MATERIAL	DATE PLUGGED:	DATE ABANDONED:
CASING:	350	6			
	35	5.1		Plug Depth TOP: <input type="text"/> 0	Plug Depth Bottom: <input type="text"/> 0
	0	0	I/O: <input type="text"/>	GROUTING: <input type="text"/>	
	0	0	SIZE HOLE: <input type="text"/> 0		

PUMP:	Capacity	Pump Type	Set at:	Total Depth:	Screen Type:	Size:	Length:	Slot:
	<input type="text"/> 0	<input type="text"/>	<input type="text"/> 0	<input type="text"/> 0	<input type="text"/>	<input type="text"/> 0	<input type="text"/> 0	<input type="text"/> 0

Well Treatment: Type Devised: Perforation Interval: Tube Pressure:
Type of Completion Top: 0
Oil Production: Gas Production: Bottom: 0

Water Analysis:

OPEN FORMATIONS Top Formation: ST. PETER SANDSTONE
Bottom Formation: UPPER GASCONADE DOLOMITE

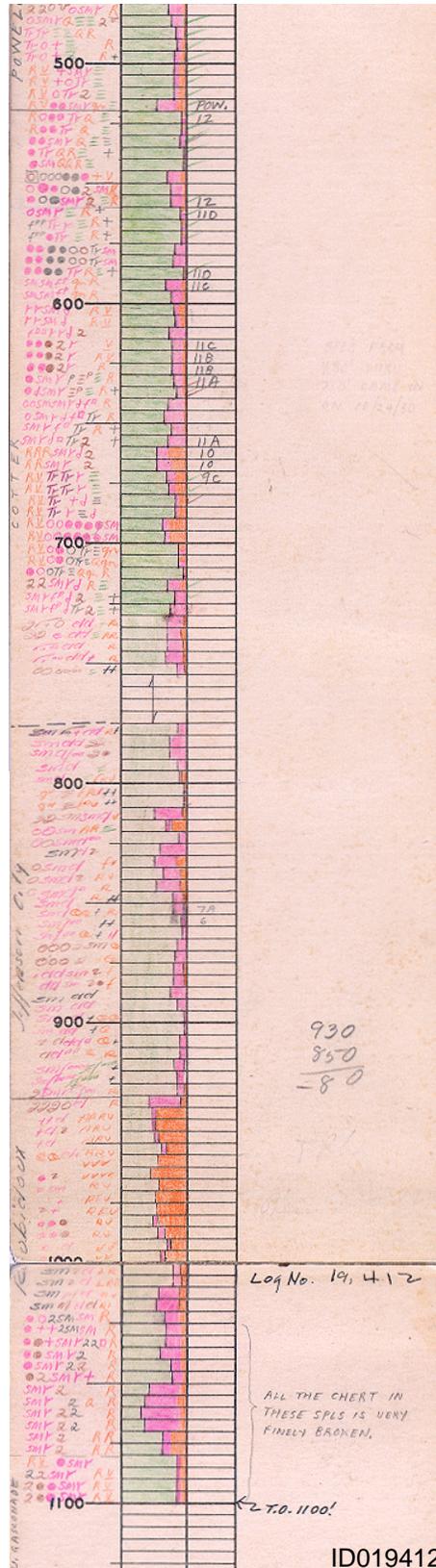
STATE OF MISSOURI WL-215-546
DIVISION OF
GEOLOGICAL SURVEY AND WATER RESOURCES

LOG NO. 19,412	OWNER MONTGOMERY CO, R-2 High SCHOOL	
COUNTY MONTGOMERY	FARM 1/2 MI. S.E. OF MONTGOMERY CITY ON N.E. SIDE OF HWY. 19.	WELL NO. 41
T 48	R 5W.	DRILLER J. T. WATTS
DATE Sept. 1960		ELEV. Change 230
ELEV. Change 230		PROD. 100 G.P.M. 5' D.O.
LOGGED BY H. M. GROVES 10/2/60		
REMARKS CS4; 350' of 6", 35' of 5 3/8", 140 BAGS OF CEMENT USED. 5 3/8" HOLE AT BOTTOM. S.W.L. BEFORE CEMENTING 100'. S.W.L. AFTER CEMENTING 265'.		

INDEX SHEET NO.

PDwp#
6171790

35' at 5 3/8" diam
435 to 465



ID019412

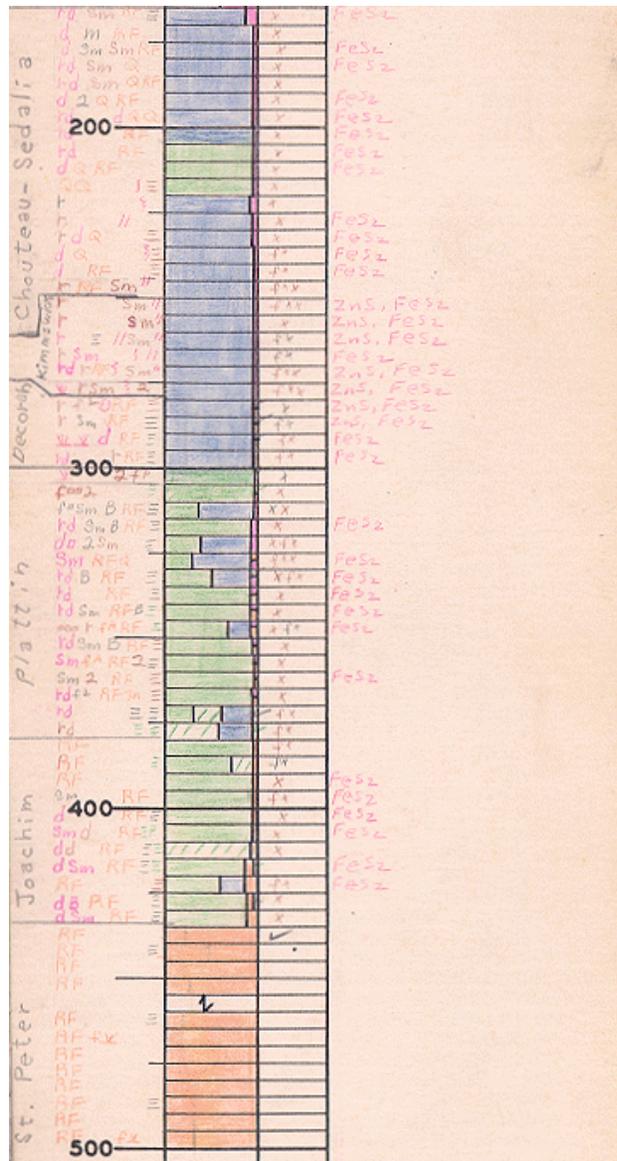
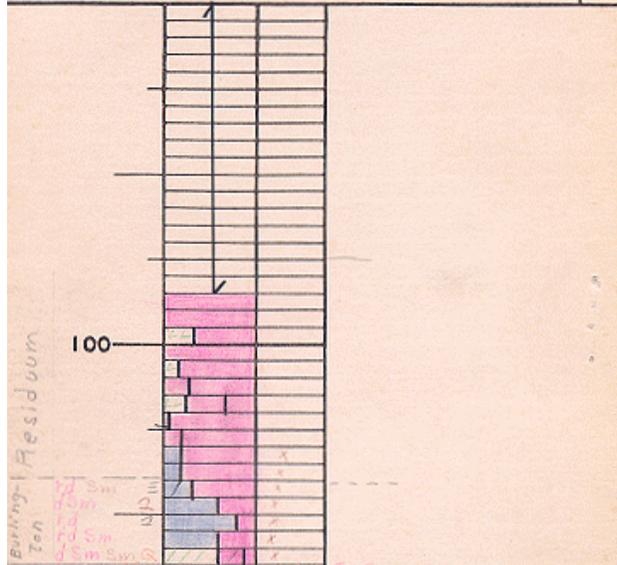
w-83. Sp/5

STATE OF MISSOURI
DIVISION OF
GEOLOGICAL SURVEY AND WATER RESOURCES

LOG NO. 19447		OWNER Herbert L. Bracht	
COUNTY Montgomery		FARM	WELL NO.
T 49	R 5W	DRILLER Flynn	
DATE		ELEV <i>Example</i>	
LOGGED BY O'E Robertson April 11, 1961		PROD.	

REMARKS
Location: N. Edge of Montgomery City

INDEX SHEET NO. 4



ID019447

WL-221-5415

STATE OF MISSOURI
DIVISION OF
GEOLOGICAL SURVEY AND WATER RESOURCES

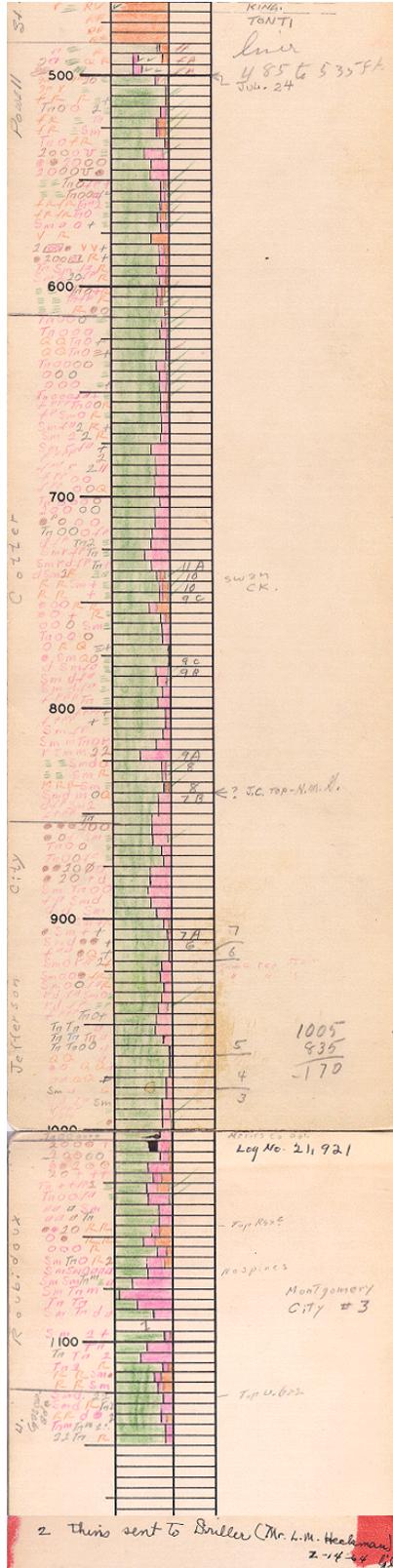
LOG NO. 21921	OWNER Montgomery City	WELL NO. #3
COUNTY Montgomery	FARM	
T 49N	R 5W	DRILLER Haynes Western
DATE 5-3-63 7-13-63		ELEV. <i>410</i>
ELEV. <i>410</i>		PROD. 262 GPM. w/29' DD.
LOGGED BY J. Wells		

REMARKS 358 FT. 1 5/10" ID casing, grouted w/283 sacks cement.

SWL Before Sealing 54 FT. A 5 ft. Dry.

INDEX SHEET NO.

Active PWS1



checked &
SCANNED
7/28/03 (st)

Division of Health
Lab. No. 1366
11/7/68

Turb	0.05
pH	7.3
Alk	
Pheno	0
Total	353.0
Bicarb	430.3
Carb	0
SiO ₂	10.0
Total Fe	0.2
Al	0.1-
Mn	0
Na	142.5
K	13.8
Ca	65.6
Mg	22.6
NO ₃	0
SO ₄	145.9
Cl	57.4
F	1.9
Res on Evap	
Total	720.0
Loss on Ign	21.0
T.H.	257.0
Carb H	257.0
Non-Carb H	0

ID021921



MISSOURI DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF
ENVIRONMENTAL QUALITY
(573) 368-2165

REF NO 00024912	DATE RECEIVED 07/07/2006
CR NO	
STATE CERT NO APPROVED DATE A142663 07/18/2006	CHECK NO. 85911
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 07/07/2006 07/18/2006 07/20/2006	ROUTE PCD
	REVENUE NO. 070706

**DOMESTIC/MULTIFAMILY WELL RECORD
AND PUMP INFORMATION DATA**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR		DNR VARIANCE NUMBER _____
OWNER NAME JOE JORGENSEN	TELEPHONE (OPTIONAL)	CASING DEPTH NUMBER _____ Applicable only if casing depth or variance were obtained from DNR
OWNER ADDRESS 77 BLUE JAY	CITY MONTGOMERY CITY	STATE MO
		ZIP 63361
ADDRESS OF WELL (IF DIFFERENT THAN ABOVE)	CITY	STATE MO
		ZIP

PROPOSED USE OF WELL **SEE BACK OF FORM FOR WELL CLASSIFICATIONS**

WATER SUPPLY TO A PRIVATE RESIDENCE OR UP TO 3 PRIVATE RESIDENCES (DOMESTIC WELL)
 WATER SUPPLY TO 4 PRIVATE RESIDENCES OR UP TO 14 PRIVATE RESIDENCES AT A NON-COMMERCIAL FACILITY (MULTIFAMILY WELL)
 WATER SUPPLY TO A CHURCH WITH A CONGREGATION LESS THAN 25 PEOPLE (DOMESTIC WELL-CHURCH)

WATER USE INFORMATION VERIFIED BY OWNER SIGNATURE X _____ (SIGNATURE REQUIRED)
 ALL WELLS MUST PRODUCE LESS THAN 70 GPM TO THE SURFACE, SERVE LESS THAN _____ (SIGNATURE REQUIRED)
 25 PEOPLE AND HAVE LESS THAN 15 CONNECTIONS-otherwise use high yield/public well record DATE: _____

CASING DETAILS

CASING LENGTH 126 FT. O.D. OF CASING 6.63 IN. DIAMETER OF DRILL HOLE 9.0 IN. CASING MATERIAL STEEL PLASTIC CONCRETE
 POSITION OF GROUT SEAL BOTTOM FULL LENGTH TOP

CASING GROUT MATERIAL CEMENT TYPE 1 SLURRY GRANULAR BENTONITE HI-EARLY CHIPS PELLETS
 METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE
 PRESSURE GROUT THROUGH CASING THROUGH TREMIE
 DRILLING SUSPENDED NO YES 0 HRS
 NO. OF SACKS USED 10.0 POUNDS PER SACK 50

LINER DETAILS

LENGTH 540 FT. O.D. OF LINER 4.5 IN. LINER MATERIAL STEEL PLASTIC POSITION OF SEAL FULL LENGTH BOTTOM TOP

LINER GROUT MATERIAL CEMENT TYPE 1 SLURRY GRANULAR BENTONITE HI-EARLY CHIPS PELLETS
 METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE
 LINER USED TO: HOLD BACK FORMATION SEAL OUT UNDESIREABLE AQUIFER CONDITIONS
 PREVENT RUST
 ABANDONED WELL ON SITE? YES PLUGGED? YES

LOCATION OF WELL

LAT. 38° 57' 25.8" LONG. 91° 30' 26.5" COUNTY MONTGOMERY

DEPTH TO FIRST GROUNDWATER 0.0 FEET PUMP RATE 10.0 GPM
 WELL YIELD 60.0 GPM PUMP SET DEPTH 400.0 FEET
 STATIC WATER LEVEL 160.0 FEET PUMP INSTALLATION DATE 06/24/2006
 WELL COMPLETION DATE 06/22/2006 pump info required this record or on pump card

Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.

DEPTH		FORMATION DESCRIPTION	(OPTIONAL) ELEVATION	LEGAL LOCATION (OPTIONAL)	AREA A1
FROM	TO				
0	50	CLAY			
50	90	WHITE ROCK			
90	110	WEATHERED LS			
110	160	WHITE LS			
160	200	GRAY LS			
200	205	SHALE			
205	260	GRAY LS			
260	340	WHITE LS			
340	435	SAND			
435	440	SHALE			
440	500	GRAY LS			
500	545	WHITE LS			

OTHER INFORMATION OR LOCATION DATA (OPTIONAL)

_____ 1/4 _____ 1/4 _____ 1/4 AREA A1 _____
 _____ 829 FT. SEC. _____ 6 TWN. _____ 48 RNG. _____ 5 W C DATA REQ'D

HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE	PERMIT NUMBER	DATE
WELL DRILLER SIGNATURE DAVID GUZY	PERMIT NUMBER 002994	DATE
PUMP INSTALLER SIGNATURE DANIEL FLYNN	PERMIT NUMBER 001120	DATE
APPRENTICE DRILLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE PUMP SIGNATURE	PERMIT NUMBER	DATE

DEPTH TO BEDROCK 0.0 FEET
 TOTAL DEPTH 545.0 FEET

LOG NUMBER
028232

OWNER: City of Montgomery City Well #4
PLUGGED **CONFIDENTIAL?** **0** **RELEASE DATE:**
WELL TYPE: **Community Public Well**
DRILLER: Clark & Son
LEASENAME:
DRILL DATE: 1979/01/00 **PERMIT #:**
LOGGER: Bohm, Rex **LOGDATE:** 0000/00/00
TYPE OF LOG: S **SAMPLE SAVED?** 0

MISSOURI , **COUNTY** Montgomery
SECTION: 32 **TOWNSHIP:** 49 N **RANGE** 05 W
 NW of SW of NW
LATITUDE: 38.97944
LONGITUDE: -91.5055
QUAD NAME: MONTGOMERY CITY

OTHER DATABASES: PUBLIC DRINKING WATE
ID NUMBER: 6010539
DATABASE 2:
ID NUMBER:
DATABASE 3:
ID NUMBER:

ELEVATION: 825 **BASE:** S **BEDROCK @** 85 **FEET**
TOTAL DEPTH: 1175 **INTERVAL CORED:** 0 **TO** 0
YIELD: **DRAWDOWN:**
STATIC WATER LEVEL BEFORE: **AFTER:**

WATER AT:

TOP FORMATION: KEOKUK-BURLINGTON LS. UNDIFF
BOTTOM FORMATION: ROUBIDOUX FORMATION

REMARKS: NO SAMPLES LOGGED - TOPS ONLY

CONSTRUCTION DATA

CASING:	DEPTH: <input type="text"/>	DIAMETER: <input type="text"/>	CASING MATERIAL: <input type="text"/>	DATE PLUGGED: <input type="text"/>	DATE ABANDONED: <input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	Plug Depth TOP: <input type="text"/>	Plug Depth Bottom: <input type="text"/>
	<input type="text"/>	<input type="text"/>	I/O: <input type="text"/>	GROUTING: <input type="text"/>	
	<input type="text"/>	<input type="text"/>	SIZE HOLE: <input type="text"/>		

PUMP: Capacity: Pump Type: Set at: Total Depth: Screen Type: Size: Length: Slot:

Well Treatment: Type Devised: Perforation Interval: Tube Pressure:
 Type of Completion: Top:
 Oil Production: Gas Production: Bottom:

Water Analysis:

OPEN FORMATIONS Top Formation:
 Bottom Formation:

ACTIVE PWS2

T-10 STATE OF MISSOURI
DIVISION OF
GEOLOGICAL SURVEY AND WATER RESOURCES

LOG NO. 28232	OWNER MONTGOMERY CITY
COUNTY MONTGOMERY	FARM WELL NO. 4
T 49N	R 5W
DRILLER CLARK & SON	
DATE 1/5/79	
ELEV.	PROD.
LOGGED BY REX BOHM	
REMARKS	

Sec. 32

2	32
---	----

INDEX SHEET NO. _____

GLACIAL TILL
DISTURBED
WITH ANTHROPOGENIC

100

BURLINGTON

200

CHOCATEAU

300

SUFFER SPRINGS
DECOY

400

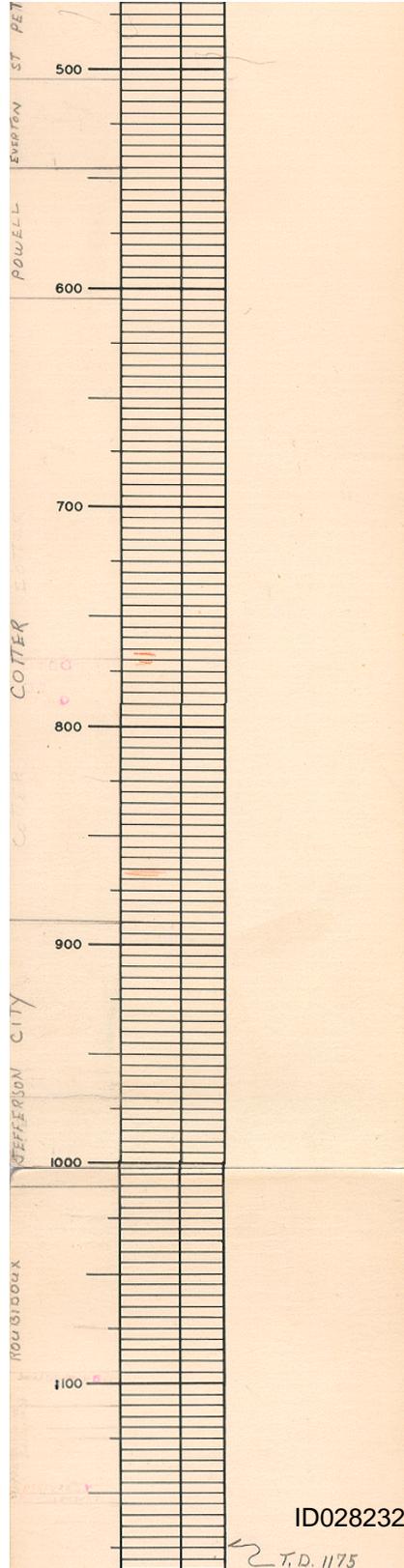
PLATTIN

500

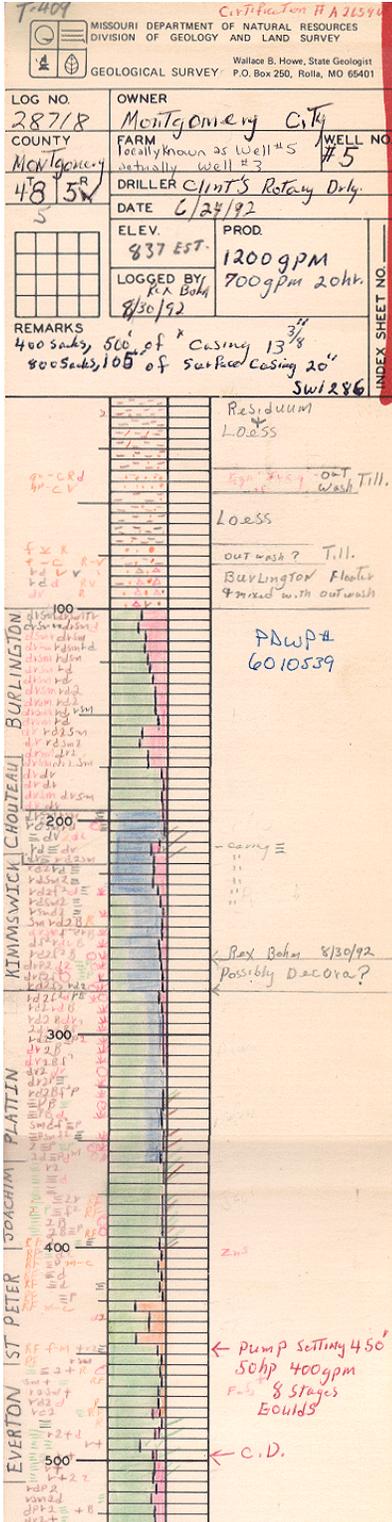
TER

PDWP#
6010539

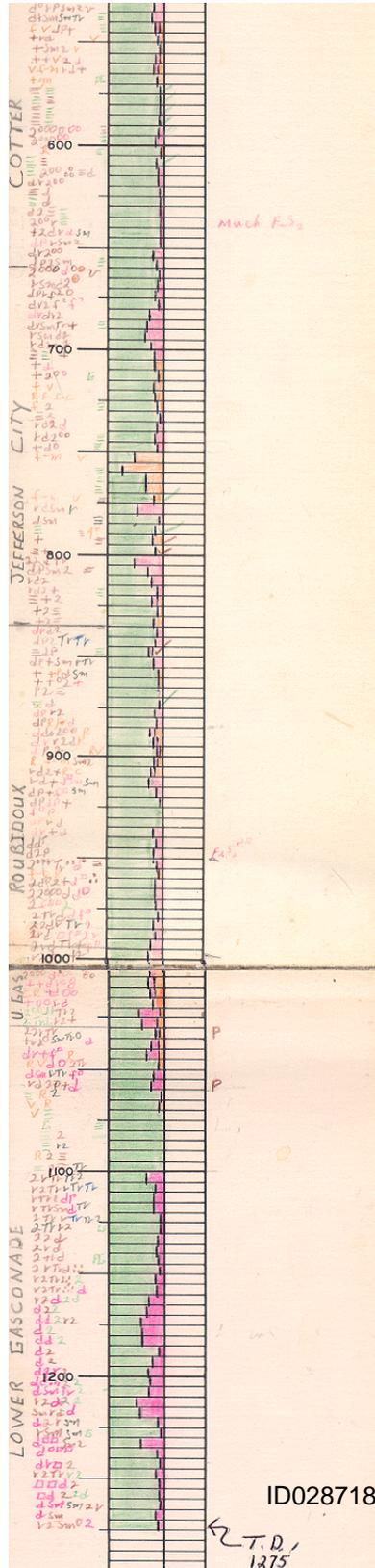
Active PWS2



ID028232



Active PWS3/Industrial



ID028718



MISSOURI DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF
ENVIRONMENTAL QUALITY
(573) 368-2165

REF NO 00036076	DATE RECEIVED 01/02/1991
CR NO 00036022	
STATE CERT NO APPROVED DATE A018085	CHECK NO. 1853
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 03/11/1991 01/01/1000 12/28/2005	ROUTE WO1 / WO1 / PCD
	REVENUE NO. 661088

**DOMESTIC/MULTIFAMILY WELL RECORD
AND PUMP INFORMATION DATA**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR		DNR VARIANCE NUMBER _____
OWNER NAME STANLEY HEMEYER	TELEPHONE (OPTIONAL) _____	CASING DEPTH NUMBER _____ Applicable only if casing depth or variance were obtained from DNR
OWNER ADDRESS RR 1 BOX 77A	CITY MONTGOMERY CITY	STATE MO
		ZIP 63361
ADDRESS OF WELL (IF DIFFERENT THAN ABOVE)	CITY	STATE MO
		ZIP

PROPOSED USE OF WELL **SEE BACK OF FORM FOR WELL CLASSIFICATIONS**

WATER SUPPLY TO A PRIVATE RESIDENCE OR UP TO 3 PRIVATE RESIDENCES (DOMESTIC WELL)
 WATER SUPPLY TO 4 PRIVATE RESIDENCES OR UP TO 14 PRIVATE RESIDENCES AT A NON-COMMERCIAL FACILITY (MULTIFAMILY WELL)
 WATER SUPPLY TO A CHURCH WITH A CONGREGATION LESS THAN 25 PEOPLE (DOMESTIC WELL-CHURCH)

WATER USE INFORMATION VERIFIED BY OWNER SIGNATURE X _____ (SIGNATURE REQUIRED)
 ALL WELLS MUST PRODUCE LESS THAN 70 GPM TO THE SURFACE, SERVE LESS THAN _____ (SIGNATURE REQUIRED)
 25 PEOPLE AND HAVE LESS THAN 15 CONNECTIONS-otherwise use high yield/public well record DATE: _____

CASING DETAILS

CASING LENGTH 211 FT. O.D. OF CASING 6.25 IN. DIAMETER OF DRILL HOLE 8.63 IN.

CASING MATERIAL STEEL PLASTIC CONCRETE

POSITION OF GROUT SEAL BOTTOM FULL LENGTH TOP

CASING GROUT MATERIAL
 CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS

METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE

PRESSURE GROUT THROUGH CASING THROUGH TREMIE

DRILLING SUSPENDED NO YES 0 HRS

NO. OF SACKS USED 0.0 POUNDS PER SACK _____

LINER DETAILS

LENGTH 320 FT. O.D. OF LINER 5.0 IN.

LINER MATERIAL STEEL PLASTIC

POSITION OF SEAL FULL LENGTH BOTTOM TOP

LINER GROUT MATERIAL
 CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS

METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE

LINER USED TO: HOLD BACK FORMATION SEAL OUT UNDESIREABLE AQUIFER CONDITIONS PREVENT RUST

NO. OF SACKS USED 0.0 POUNDS PER SACK _____

ABANDONED WELL ON SITE? YES PLUGGED? YES

LOCATION OF WELL

LAT. 38° 58' 31.5" LONG. 91° 28' 51.0" COUNTY MONTGOMERY

DEPTH TO FIRST GROUNDWATER 0.0 FEET PUMP RATE 10.0 GPM

WELL YIELD 40.0 GPM PUMP SET DEPTH 440.0 FEET

STATIC WATER LEVEL 300.0 FEET PUMP INSTALLATION DATE _____

WELL COMPLETION DATE 09/10/1990 pump info required this record or on pump card

Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.

DEPTH		FORMATION DESCRIPTION	(OPTIONAL) ELEVATION	LEGAL LOCATION (OPTIONAL)	AREA <u>A1</u>
FROM	TO				
0	100	DRT, CLY		<u>1/4</u> <u>SE</u> <u>1/4</u> <u>NW</u> <u>1/4</u>	
100	250	HRD LM		<u>0</u> FT. SEC. <u>33</u> TWN. <u>49</u> RNG. <u>5</u> W	C DATA REQ'D <input type="checkbox"/>
250	495	SND, LM, SH			
495	680	LM, FLT			

OTHER INFORMATION OR LOCATION DATA (OPTIONAL)

HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE GREGORY BONNOT	PERMIT NUMBER 002022	DATE
WELL DRILLER SIGNATURE GREGORY BONNOT	PERMIT NUMBER 002022	DATE
PUMP INSTALLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE DRILLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE PUMP SIGNATURE	PERMIT NUMBER	DATE

DEPTH TO BEDROCK <u>0.0</u> FEET		
TOTAL DEPTH <u>680.0</u> FEET		



MISSOURI DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF
ENVIRONMENTAL QUALITY
(573) 368-2165

REF NO 00047614	DATE RECEIVED 12/04/1992
CR NO 00056824	
STATE CERT NO APPROVED DATE A029744 04/27/1993	CHECK NO. 1037
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 12/28/1992 01/01/1000 12/28/2005	ROUTE WC1 / WO1 / PCD
	REVENUE NO. 775608

**DOMESTIC/MULTIFAMILY WELL RECORD
AND PUMP INFORMATION DATA**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR		DNR VARIANCE NUMBER _____
OWNER NAME DARREN/STEVE BROOKMAN	TELEPHONE (OPTIONAL) 000-564-2510	CASING DEPTH NUMBER _____ Applicable only if casing depth or variance were obtained from DNR
OWNER ADDRESS WHYTE, JOHN BOX 258-R-11	CITY MONTGOMERY CITY	STATE MO
		ZIP 63361
ADDRESS OF WELL (IF DIFFERENT THAN ABOVE)	CITY	STATE MO
		ZIP

PROPOSED USE OF WELL **SEE BACK OF FORM FOR WELL CLASSIFICATIONS**

WATER SUPPLY TO A PRIVATE RESIDENCE OR UP TO 3 PRIVATE RESIDENCES (DOMESTIC WELL)
 WATER SUPPLY TO 4 PRIVATE RESIDENCES OR UP TO 14 PRIVATE RESIDENCES AT A NON-COMMERCIAL FACILITY (MULTIFAMILY WELL)
 WATER SUPPLY TO A CHURCH WITH A CONGREGATION LESS THAN 25 PEOPLE (DOMESTIC WELL-CHURCH)

WATER USE INFORMATION VERIFIED BY OWNER SIGNATURE X _____ (SIGNATURE REQUIRED)
 ALL WELLS MUST PRODUCE LESS THAN 70 GPM TO THE SURFACE, SERVE LESS THAN _____ (SIGNATURE REQUIRED)
 25 PEOPLE AND HAVE LESS THAN 15 CONNECTIONS-otherwise use high yield/public well record DATE: _____

CASING DETAILS

CASING LENGTH 213 FT. O.D. OF CASING 6.62 IN. DIAMETER OF DRILL HOLE 8.75 IN. CASING MATERIAL STEEL PLASTIC CONCRETE
 POSITION OF GROUT SEAL BOTTOM FULL LENGTH TOP

CASING GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS METHOD OF GROUT INSTALLATION GRAVITY OPEN HOLE POS. DISPLACEMENT TREMIE PRESSURE GROUT THROUGH CASING THROUGH TREMIE DRILLING SUSPENDED NO YES @ _____ HRS
 NO. OF SACKS USED 0.0 POUNDS PER SACK _____

LINER DETAILS

LENGTH 600 FT. O.D. OF LINER 4.0 IN. LINER MATERIAL STEEL PLASTIC POSITION OF SEAL FULL LENGTH BOTTOM TOP

LINER GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS METHOD OF GROUT INSTALLATION GRAVITY OPEN HOLE POS. DISPLACEMENT TREMIE LINER USED TO: HOLD BACK FORMATION SEAL OUT UNDESIREABLE AQUIFER CONDITIONS PREVENT RUST
 NO. OF SACKS USED 0.0 POUNDS PER SACK _____ ABANDONED WELL ON SITE? YES PLUGGED? YES

LOCATION OF WELL

LAT. 38° 59' 19.6" LONG. 91° 29' 49.2" COUNTY MONTGOMERY

DEPTH TO FIRST GROUNDWATER 0.0 FEET PUMP RATE 22.0 GPM
 WELL YIELD 60.0 GPM PUMP SET DEPTH 340.0 FEET
 STATIC WATER LEVEL 198.0 FEET PUMP INSTALLATION DATE _____
 WELL COMPLETION DATE 11/09/1990 pump info required this record or on pump card

DEPTH		FORMATION DESCRIPTION	(OPTIONAL) ELEVATION	LEGAL LOCATION (OPTIONAL)	AREA A1
FROM	TO				
0	213	CLY<140< BURLINGTON LS	610 FT.	SEC. 29 TWN. 49 RNG. 5 W	C DATA REQ'D <input type="checkbox"/>
213	420	BLK LS<400< GRN SH			
420	540	SPSS			
540	545	SH			
545	610	CTTR, FLT 60GPM@610			

OTHER INFORMATION OR LOCATION DATA (OPTIONAL)

I HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE W F SCHNELL	PERMIT NUMBER 001348	DATE
WELL DRILLER SIGNATURE W F SCHNELL	PERMIT NUMBER 001348	DATE
PUMP INSTALLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE DRILLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE PUMP SIGNATURE	PERMIT NUMBER	DATE

DEPTH TO BEDROCK 0.0 FEET
 TOTAL DEPTH 610.0 FEET



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(573) 368-2165

REF NO 00069776	DATE RECEIVED 08/14/1992
CR NO	
STATE CERT NO APPROVED DATE A026596 08/28/1992	CHECK NO. 2845
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 08/20/1992 01/01/1000 12/28/2005	ROUTE PCD
	REVENUE NO. 661690

**HIGH YIELD AND PUBLIC WELL RECORD
AND PUMP INFORMATION DATA**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR		DNR VARIANCE NUMBER _____
OWNER NAME MONTGOMERY CITY, MISSOURI	TELEPHONE (OPTIONAL)	CASING DEPTH NUMBER _____ Applicable only if casing depth or variance were obtained from DNR
OWNER ADDRESS CITY HALL	CITY MONTGOMERY CITY	STATE MO
		ZIP 63361
ADDRESS OF WELL (IF DIFFERENT THAN ABOVE)	CITY	STATE MO
		ZIP

PROPOSED USE OF WELL **SEE BACK OF FORM FOR WELL CLASSIFICATIONS**

Water Supply for Irrigation (capable of producing more than 70 gpm to surface)
Unconsolidated Material Well Bedrock Well

Water Supply for a High-Capacity Well capable of producing more than 70 gpm to surface - get casing depth from GSRAD before start
 Open Loop Heat Pump

Supply Well Return Well

Water Supply to a Public Facility (convenience store, restaurant, church, business, condo, mobile home park, rural or urban water supply)
CONTACT THE DNR REGIONAL OFFICE to get instructions for water supply to a PUBLIC FACILITY

CASING DETAILS

CASING LENGTH 500 FT. O.D. OF CASING 13.21 IN. DIAMETER OF DRILL HOLE 17.5 IN. CASING MATERIAL STEEL PLASTIC CONCRETE

POSITION OF GROUT SEAL BOTTOM FULL LENGTH TOP

CASING GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE PRESSURE GROUT THROUGH CASING THROUGH TREMIE DRILLING SUSPENDED NO YES 0 HRS

NO. OF SACKS USED 0.0 POUNDS PER SACK _____

LINER DETAILS

LENGTH 0 FT. O.D. OF LINER 0.0 IN. LINER MATERIAL STEEL PLASTIC POSITION OF SEAL FULL LENGTH BOTTOM TOP

LINER GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE LINER USED TO: HOLD BACK FORMATION SEAL OUT UNDESIREABLE AQUIFER CONDITIONS PREVENT RUST

NO. OF SACKS USED 0.0 POUNDS PER SACK _____ ABANDONED WELL ON SITE? YES NO PLUGGED? YES NO

LOCATION OF WELL

LAT. 38° 57' 31.8" LONG. 91° 29' 51.6" COUNTY MONTGOMERY

DEPTH TO FIRST GROUNDWATER 0.0 FEET PUMP RATE _____ GPM

WELL YIELD 700.0 GPM PUMP SET DEPTH _____ FEET

STATIC WATER LEVEL 296.0 FEET PUMP INSTALLATION DATE _____

WELL COMPLETION DATE 06/25/1992 pump info required this record or on pump card

Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.

DEPTH FROM	DEPTH TO	FORMATION DESCRIPTION	(OPTIONAL) ELEVATION	LEGAL LOCATION (OPTIONAL)	AREA A1
0	100	OB,MUD,BLDRS		1/4 1/4 1/4	
100	435	TLS,GLS			
435	450	WHT SND			
450	999	1275)LS			

OTHER INFORMATION OR LOCATION DATA (OPTIONAL)

I HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE CLINTON HARPER PERMIT NUMBER 002250 DATE _____

WELL DRILLER SIGNATURE CLINTON HARPER PERMIT NUMBER 002250 DATE _____

PUMP INSTALLER SIGNATURE _____ PERMIT NUMBER _____ DATE _____

APPRENTICE DRILLER SIGNATURE _____ PERMIT NUMBER _____ DATE _____

APPRENTICE PUMP SIGNATURE _____ PERMIT NUMBER _____ DATE _____

DEPTH TO BEDROCK 0.0 FEET

TOTAL DEPTH 1275.0 FEET



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(573) 368-2165

**CLOSED LOOP HEAT PUMP
CERTIFICATION RECORD**

OFFICE USE ONLY		DATE RECEIVED	
REF NO	00102916	12/19/2001	
CR NO		CHECK NO.	UNKNOWN
STATE WELL NUMBER		REVENUE NO.	011802
ENTERED		APPROVED BY	ROUTE PCD

Ph 1 12/20/2001 Ph 2 12/23/2005 Ph 3 04/16/2002

INFORMATION SUPPLIED BY PRIMARY CONTRACTOR OR DRILLING CONTRACTOR

OWNER NAME GENE FREHSE		TELEPHONE 636-585-8538		VARIANCE GRANTED BY THE D.N.R.	
OWNER ADDRESS 4 CLIFDEN DR		CITY MONTGOMERY CITY	STATE MO	ZIP CODE 63361	<input checked="" type="checkbox"/> NO
ADDRESS OF WELL SITE (IF DIFFERENT THAN ABOVE)		CITY	STATE MO	ZIP CODE	<input type="checkbox"/> YES, ATTACH A COPY OF THE VARIANCE
PROPOSED USE OF WELL <input type="checkbox"/> HEAT PUMP WELL <input type="checkbox"/> HEAT PUMP TRENCH (ONLY>10FT)		INFORMATION VERIFIED BY OWNER SIGNATURE (WELL OWNER) X		DATE	

SKETCH THE LOCATION TO THE WELL INCLUDING MILEAGE ON ALL ROADS TRAVELD FROM NEAREST TOWNS OR HIGHWAYS		LOCATION OF WELL LAT. <u>38</u> * <u>59</u> ' <u>19.6"</u> LONG. <u>91</u> * <u>29</u> ' <u>49.2"</u> <small>Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.</small>		AREA <u>A1</u> ELEV <u>0</u>
		SMALLEST <u>1/4</u> LARGEST <u>1/4</u> SEC. <u>29</u> TWN. <u>49</u> RNG. <u>5</u> W		COUNTY <u>MONTGOMERY</u>
DESCRIBE LOCATION OF THE WELL SO WE WOULD BE ABLE TO VISIT THE WELL SITE		DRILLER NOTES:		

COPY

INFORMATION FOR CLOSED LOOP MATERIAL **INFORMATION FOR HEAT PUMP WELLS**

TYPE OF HEAT TRANSFER FLUID USED METHANOL	HEAT PUMP TOTAL TON RATING 205.0	DIAMETER OF PIPE USED: 1.0	NUMBER OF HOLES DRILLED 3	DIAMETER OF DRILL HOLES 0.0	DEPTH OF DRILL HOLES 125.0
TOTAL AMOUNT OF PIPE USED: 750.0	PIPE MATERIAL <input type="checkbox"/> POLYBUTYLENE <input checked="" type="checkbox"/> POLYETHYLENE <input type="checkbox"/> COPPER	TYPE OF GROUT USED <input checked="" type="checkbox"/> BENTONITE SLURRY <input type="checkbox"/> NON SLURRY BENTONITE <input type="checkbox"/> PELLETS <input type="checkbox"/> CHIPS <input type="checkbox"/> GRANULAR		METHOD OF INSTALLATION <input type="checkbox"/> GRAVITY <input type="checkbox"/> TREMIE	ARE THE WELLS CONSTRUCTED THE SAME? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO, ATTACH DIFFERENCES IN CONSTRUCTION
WAS THE LOOP MECHANICALLY CONNECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS THE LOOP MATERIAL THERMALLY FUSED? <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS PERMANENT CASING INSTALLED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	WAS FILL MATERIAL CHLORINATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	POSITION OF GROUT SEAL <input checked="" type="checkbox"/> FULL LENGTH	POUNDS PER BAG STATIC WATER LEVEL 0.0

CASING DETAILS	LENGTH FT.	DIAMETER OF CASING IN.	MATERIAL <input type="checkbox"/> PLASTIC <input type="checkbox"/> STEEL	CASING DRIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	TOTAL NUMBER OF BAGS USED 0.0	DEPTH		FORMATION DESCRIPTION
	WEIGHT OR SDR#	DIAMETER OF DRILL HOLE 0.0	PACKER USED ON PVC CASING <input type="checkbox"/> NONE <input type="checkbox"/> RUBBER BOOT <input type="checkbox"/> COUPLING <input type="checkbox"/> INVERTED BELL			FROM	TO	
CASING GROUT DETAILS	MATERIAL CEMENT <input type="checkbox"/> TYPE 1 <input type="checkbox"/> HI EARLY <input type="checkbox"/> BENTONITE <input type="checkbox"/> SLURRY <input type="checkbox"/> CHIPS <input type="checkbox"/> GRANULAR <input type="checkbox"/> PELLETS		NUMBER OF SACKS USED LBS PER SACK		WERE BENTONITE PLUGS HYDRATED AFTER EMPLACEMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		0 1 1 65 65 80 80 125 125 145	
	METHOD OF INSTALLATION <input type="checkbox"/> GRAVITY <input type="checkbox"/> POSITIVE DISPLACEMENT <input type="checkbox"/> OPEN HOLE PRESSURE <input type="checkbox"/> THROUGH TREMIE <input type="checkbox"/> TREMIE GROUT <input type="checkbox"/> THROUGH CASING		DRILLING SUSPENDED <input type="checkbox"/> YES <input type="checkbox"/> NO _____ HRS.		DEPTH TO TOP AND BOTTOM OF NEAR SURFACE PLUG (MEASURED FROM ORIGINAL GROUND SURFACE) TOP _____ 0.0 FT. BOTTOM _____ 0.0 FT.		DRT BRN/ORN CLY GRY CLY,SH GRY SH,RX LS BOTTOM	

INFORMATION FOR HEAT PUMP TRENCH OR PIT		LIST DEPTH TO TOP OF EACH PLUG		TOTAL DEPTH: 125.0
CONSTRUCTED DEPTH: _____ 0.0 FT.	CONSTRUCTED LENGTH: _____ 0.0 FT.	CONSTRUCTED WIDTH: _____ 0.0 FT.	1. _____ FT. 2. _____ FT. 3. _____ FT. 4. _____ FT. 5. _____ FT.	
PRIMARY CONTRACTOR'S NAME JOHN HACHMAN	PERMIT NUMBER 003332	DATE HEAT PUMP INSTALLATION WAS COMPLETED		DATE WELL DRILLING WAS COMPLETED 11/30/2001

I HEREBY CERTIFY THAT THE HEAT PUMP HEREIN DESCRIBED WAS CONSTRUCTED IN ACCORDANCE WITH THE DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS FOR THE CONSTRUCTION OF HEAT PUMP WELLS.

SIGNATURE (WELL DRILLER) DAN NORDWALD	PERMIT NUMBER 003332	DATE	SIGNATURE (HEAT PUMP INSTALLER)	PERMIT NUMBER	DATE
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MISSOURI DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF
ENVIRONMENTAL QUALITY
(573) 368-2165

REF NO 00115609	DATE RECEIVED 07/05/1994
CR NO	
STATE CERT NO APPROVED DATE A042071 09/05/1995	CHECK NO. 1336
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 12/12/1994 01/01/1000 12/29/2005	ROUTE PCD
	REVENUE NO. 775932

**MONITORING WELL AND ENVIRONMENTAL
INJECTION WELL RECORD**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR

OWNER NAME MONTGOMERY CITY LANDFILL	TELEPHONE (OPTIONAL) 314-564-3160	DNR VARIANCE NUMBER _____ Applicable only if variance was obtained from DNR	
OWNER ADDRESS 723 NORTH STURGEON WELL #P-2	CITY MONTGOMERY CITY	STATE MO	ZIP 63361
SITE NAME MONTGOMERY CITY LANDFL,	CONTACT NAME		
SITE ADDRESS (IF DIFFERENT THAN ABOVE) 723 N STURGEON, MONTGOMERY CITY	CITY	STATE MO	ZIP

PROPOSED USE OF WELL

MONITORING
 GAS MONITORING
 EXTRACTION
 RETURN OR INJECTION
 WATER LEVEL MEASUREMENT (only)
 (UIC PERMIT MAY BE NEEDED)

TYPE OF SURFACE COMPLETION

ABOVE GROUND
 FLUSH
 CASE LENGTH 12.0 IN. CASE HOLE DEPTH 0.0 IN.
 PROTECTIVE CASE MATERIAL
 STEEL
 ALUMINUM
 PLASTIC
 OTHER
 CASE DIAMETER 4.0 IN. CASE HOLE DIAMETER 0.0 IN.

CONSTRUCTION

RISER PIPE DIAMETER 2.0 IN.
 RISER PIPE LENGTH 15.8 FT.
 RISER HOLE DIAMETER 8.25 IN.
 RISER PIPE MATERIAL PLASTIC
 RISER PIPE WEIGHT SCH40
 DRILLING METHOD
 STEEL
 PTFE
 OTHER
 SCH80
 304/316
 OTHER
 AUGER
 PUSH
 OTHER

SCREEN DIAMETER 0.0 IN.
 SCREEN LENGTH 10.0 FT.
 BENTONITE SEAL LENGTH 4.4 FT.
 SCREEN MATERIAL PLASTIC
 SCREEN HOLE DIAMETER
 SEAL ABOVE SWL
 SEAL BELOW SWL
 STEEL
 PTFE
 OTHER
 IF DIFFERENT FROM RISER 0.0 IN.
 SEAL ABOVE SWL WAS HYDRATED

PRIMARY FILTER PACK LENGTH 12.4 FT.
 PRIMARY FILTER MATERIAL SAND
 SECONDARY FILTER PACK LENGTH 0.0 FT.
 PREPACKED

ANNULAR SEAL LENGTH 0.0 FT.
 ANNULAR SEAL MATERIAL BENTONITE SLURRY
 NEAT CEMENT GROUT
 ANNULAR SEAL PLACED BY TREMIE
 CEMENT BENTONITE GROUT
 NON-SLURRY BENTONITE
 OTHER
 GRAVITY
 PRESSURE GROUT THRU TREMIE
 IF NON-SLURRY BENTONITE CHIPS
 GRANULAR
 PELLETS
 OTHER

MULTIPLE CASED OR NESTED WELLS

ATTACH AS-BUILT DIAGRAMS showing constructions details with type, length and diameter of material and length and diameter of bores

LOCATION OF WELL

LAT. <u>38° 58' 8.6"</u> COUNTY	(OPTIONAL)	LEGAL LOCATION (OPTIONAL)
LONG. <u>91° 30' 58.6"</u> MONTGOMERY	ELEVATION <u>773</u> FT.	<u>SE 1/4 SE 1/4 SW 1/4</u> SEC. <u>31</u> TWN. <u>49</u> RNG. <u>5</u> W

Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.

DEPTH		FORMATION DESCRIPTION	FIRST ENCOUNTER GROUNDWATER	0.0 FT	PUMP SET DEPTH	FT
FROM	TO		STATIC WATER LEVEL (swl)	0.0 FT	WELL YIELD	0.0 GPM
0	1	BRN STY CLY	OTHER INFORMATION OR LOCATION DATA (OPTIONAL)			
1	10	BRN STY CLY, CHT FRGS				
10	22	BRN, YLN SDY CLY				
22	26	YLN STY CLY				
TOTAL DEPTH <u>26.0</u> FEET			WELL COMPLETION DATE	04/21/1994	PUMP INSTALLATION DATE	

I HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE x CHARLES ROBERTS	PERMIT NUMBER 001148	DATE
WELL DRILLER SIGNATURE x CHARLES ROBERTS	PERMIT NUMBER 001148	DATE
PUMP INSTALLER SIGNATURE pump info required for extraction/recovery wells	PERMIT NUMBER	DATE
x APPRENTICE WELL DRILLER SIGNATURE	PERMIT NUMBER	DATE



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DIVISION OF
ENVIRONMENTAL QUALITY
(573) 368-2165

REF NO 00115610	DATE RECEIVED 07/05/1994
CR NO	
STATE CERT NO APPROVED DATE A045183 11/20/1995	CHECK NO. 1336
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 12/12/1994 01/01/1000 02/17/2006	ROUTE PCD
	REVENUE NO. 775932

**MONITORING WELL AND ENVIRONMENTAL
INJECTION WELL RECORD**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR

OWNER NAME MONTGOMERY CITY LANDFILL	TELEPHONE (OPTIONAL) 314-564-3160	DNR VARIANCE NUMBER _____ Applicable only if variance was obtained from DNR
OWNER ADDRESS 723 NORTH STURGEON WELL #P-1	CITY MONTGOMERY CITY	STATE MO
		ZIP 63361
SITE NAME MONTGOMERY CITY LDFL P-1,	CONTACT NAME	
SITE ADDRESS (IF DIFFERENT THAN ABOVE) 723 N STURGEON, MONTGOMERY CIT	CITY	STATE MO
		ZIP

PROPOSED USE OF WELL

MONITORING
 GAS MONITORING
 EXTRACTION
 RETURN OR INJECTION
 WATER LEVEL MEASUREMENT (only)
 (UIC PERMIT MAY BE NEEDED)

TYPE OF SURFACE COMPLETION

ABOVE GROUND
 FLUSH
 CASE LENGTH 12.0 IN. CASE HOLE DEPTH 0.0 IN.
 PROTECTIVE CASE MATERIAL
 STEEL
 ALUMINUM
 PLASTIC
 OTHER
 CASE DIAMETER 4.0 IN. CASE HOLE DIAMETER 0.0 IN.

CONSTRUCTION

RISER PIPE DIAMETER <u>2.0</u> IN.	RISER PIPE LENGTH <u>33.0</u> FT.	RISER HOLE DIAMETER <u>8.25</u> IN.
RISER PIPE MATERIAL <input checked="" type="checkbox"/> PLASTIC	RISER PIPE WEIGHT <input type="checkbox"/> SCH40	DRILLING METHOD
<input type="checkbox"/> STEEL <input type="checkbox"/> PTFE <input type="checkbox"/> OTHER	<input type="checkbox"/> SCH80 <input type="checkbox"/> 304/316 <input type="checkbox"/> OTHER	<input type="checkbox"/> AUGER <input type="checkbox"/> PUSH <input type="checkbox"/> OTHER
SCREEN DIAMETER <u>0.0</u> IN.	SCREEN LENGTH <u>10.0</u> FT.	BENTONITE SEAL LENGTH <u>3.0</u> FT.
SCREEN MATERIAL <input type="checkbox"/> PLASTIC	SCREEN HOLE DIAMETER	SEAL ABOVE SWL <input type="checkbox"/> SEAL BELOW SWL <input type="checkbox"/>
<input type="checkbox"/> STEEL <input type="checkbox"/> PTFE <input type="checkbox"/> OTHER	IF DIFFERENT FROM RISER <u>0.0</u> IN.	SEAL ABOVE SWL WAS HYDRATED <input type="checkbox"/>
PRIMARY FILTER PACK LENGTH <u>11.0</u> FT.	PRIMARY FILTER MATERIAL	<input type="checkbox"/> SAND
SECONDARY FILTER PACK LENGTH <u>0.0</u> FT.		<input type="checkbox"/> PREPACKED
ANNULAR SEAL LENGTH <u>0.0</u> FT.	ANNULAR SEAL MATERIAL	<input type="checkbox"/> BENTONITE SLURRY <input checked="" type="checkbox"/> NEAT CEMENT GROUT
ANNULAR SEAL PLACED BY <input type="checkbox"/> TREMIE	<input type="checkbox"/> CEMENT BENTONITE GROUT	<input type="checkbox"/> NON-SLURRY BENTONITE <input type="checkbox"/> OTHER
<input type="checkbox"/> GRAVITY <input type="checkbox"/> PRESSURE GROUT THRU TREMIE	IF NON-SLURRY BENTONITE	<input type="checkbox"/> CHIPS <input type="checkbox"/> GRANULAR <input type="checkbox"/> PELLETS <input type="checkbox"/> OTHER

MULTIPLE CASED OR NESTED WELLS

ATTACH AS-BUILT DIAGRAMS showing constructions details with type, length and diameter of material and length and diameter of bores

LOCATION OF WELL

LAT. <u>38° 58' 8.6"</u> COUNTY	(OPTIONAL)	LEGAL LOCATION (OPTIONAL)
LONG. <u>91° 30' 58.6"</u> MONTGOMERY	ELEVATION <u>784</u> FT.	<u>SE 1/4</u> <u>SE 1/4</u> <u>SW 1/4</u> SEC. <u>31</u> TWN. <u>49</u> RNG. <u>5</u> W

Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.

DEPTH		FORMATION DESCRIPTION	FIRST ENCOUNTER GROUNDWATER	0.0 FT	PUMP SET DEPTH	FT
FROM	TO		STATIC WATER LEVEL (swl)	0.0 FT	WELL YIELD	0.0 GPM
0	39	STY CLY	WELL COMPLETION DATE 04/21/1994		PUMP INSTALLATION DATE	
OTHER INFORMATION OR LOCATION DATA (OPTIONAL)						

I HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE x CHARLES ROBERTS	PERMIT NUMBER 001148	DATE
WELL DRILLER SIGNATURE x CHARLES ROBERTS	PERMIT NUMBER 001148	DATE
PUMP INSTALLER SIGNATURE pump info required for extraction/recovery wells	PERMIT NUMBER	DATE
x APPRENTICE WELL DRILLER SIGNATURE	PERMIT NUMBER	DATE
x		

TOTAL DEPTH 39.0 FEET



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(573) 368-2165

REF NO 00115611	DATE RECEIVED 07/05/1994
CR NO	
STATE CERT NO APPROVED DATE A042072 09/05/1995	CHECK NO. 1336
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 12/12/1994 01/01/1000 02/17/2006	ROUTE PCD
	REVENUE NO. 775932

**MONITORING WELL AND ENVIRONMENTAL
INJECTION WELL RECORD**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR

OWNER NAME MONTGOMERY CITY LANDFILL	TELEPHONE (OPTIONAL) 314-564-3160	DNR VARIANCE NUMBER Applicable only if variance was obtained from DNR
OWNER ADDRESS 723 NORTH STURGEON WELL #P-3	CITY MONTGOMERY CITY	STATE ZIP MO 63361
SITE NAME MONTGOMERY CITY LANDFILL,	CONTACT NAME	
SITE ADDRESS (IF DIFFERENT THAN ABOVE) 723 N STURGEON, MONTGOMERY CITY	CITY	STATE ZIP MO

PROPOSED USE OF WELL

MONITORING
 GAS MONITORING
 EXTRACTION
 RETURN OR INJECTION
 WATER LEVEL MEASUREMENT (only)
 (UIC PERMIT MAY BE NEEDED)

TYPE OF SURFACE COMPLETION

ABOVE GROUND
 FLUSH
 CASE LENGTH 12.0 IN. CASE HOLE DEPTH 0.0 IN.
 PROTECTIVE CASE MATERIAL
 STEEL
 ALUMINUM
 PLASTIC
 OTHER
 CASE DIAMETER 4.0 IN. CASE HOLE DIAMETER 0.0 IN.

CONSTRUCTION

RISER PIPE DIAMETER <u>2.0</u> IN.	RISER PIPE LENGTH <u>16.7</u> FT.	RISER HOLE DIAMETER <u>8.25</u> IN.
RISER PIPE MATERIAL <input checked="" type="checkbox"/> PLASTIC	RISER PIPE WEIGHT <input type="checkbox"/> SCH40	DRILLING METHOD
<input type="checkbox"/> STEEL <input type="checkbox"/> PTFE <input type="checkbox"/> OTHER	<input type="checkbox"/> SCH80 <input type="checkbox"/> 304/316 <input type="checkbox"/> OTHER	<input type="checkbox"/> AUGER <input type="checkbox"/> PUSH <input type="checkbox"/> OTHER
SCREEN DIAMETER <u>0.0</u> IN.	SCREEN LENGTH <u>10.0</u> FT.	BENTONITE SEAL LENGTH <u>4.0</u> FT.
SCREEN MATERIAL <input type="checkbox"/> PLASTIC	SCREEN HOLE DIAMETER	SEAL ABOVE SWL <input type="checkbox"/> SEAL BELOW SWL <input type="checkbox"/>
<input type="checkbox"/> STEEL <input type="checkbox"/> PTFE <input type="checkbox"/> OTHER	IF DIFFERENT FROM RISER <u>0.0</u> IN.	SEAL ABOVE SWL WAS HYDRATED <input type="checkbox"/>
PRIMARY FILTER PACK LENGTH <u>13.0</u> FT.	PRIMARY FILTER MATERIAL	<input type="checkbox"/> SAND
SECONDARY FILTER PACK LENGTH <u>0.0</u> FT.		<input type="checkbox"/> PREPACKED
ANNULAR SEAL LENGTH <u>0.0</u> FT.	ANNULAR SEAL MATERIAL	<input type="checkbox"/> BENTONITE SLURRY <input checked="" type="checkbox"/> NEAT CEMENT GROUT
ANNULAR SEAL PLACED BY <input type="checkbox"/> TREMIE	<input type="checkbox"/> CEMENT BENTONITE GROUT	<input type="checkbox"/> NON-SLURRY BENTONITE <input type="checkbox"/> OTHER
<input type="checkbox"/> GRAVITY <input type="checkbox"/> PRESSURE GROUT THRU TREMIE	IF NON-SLURRY BENTONITE	<input type="checkbox"/> CHIPS <input type="checkbox"/> GRANULAR <input type="checkbox"/> PELLETS <input type="checkbox"/> OTHER

MULTIPLE CASED OR NESTED WELLS

ATTACH AS-BUILT DIAGRAMS showing constructions details with type, length and diameter of material and length and diameter of bores

LOCATION OF WELL

LAT. <u>38° 58' 8.6"</u> COUNTY	(OPTIONAL)	LEGAL LOCATION (OPTIONAL)
LONG. <u>91° 30' 58.6"</u> MONTGOMERY	ELEVATION <u>777</u> FT.	<u>SE 1/4 SE 1/4 SW 1/4</u>
Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.		
		SEC. <u>31</u> TWN. <u>49</u> RNG. <u>5</u> W

DEPTH		FORMATION DESCRIPTION	FIRST ENCOUNTER GROUNDWATER	0.0 FT	PUMP SET DEPTH	FT
FROM	TO		STATIC WATER LEVEL (swl)	0.0 FT	WELL YIELD	0.0 GPM
0	1	BRN STY CLY	WELL COMPLETION DATE	04/21/1994	PUMP INSTALLATION DATE	
1	21	YLN BRN CLY	OTHER INFORMATION OR LOCATION DATA (OPTIONAL)			

I HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE x CHARLES ROBERTS	PERMIT NUMBER 001148	DATE
WELL DRILLER SIGNATURE x CHARLES ROBERTS	PERMIT NUMBER 001148	DATE
PUMP INSTALLER SIGNATURE pump info required for extraction/recovery wells	PERMIT NUMBER	DATE
x APPRENTICE WELL DRILLER SIGNATURE	PERMIT NUMBER	DATE
x		

TOTAL DEPTH 21.0 FEET



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REF NO 00138606	DATE RECEIVED 09/27/1995
CR NO 00178901	
STATE CERT NO APPROVED DATE A087084 03/22/2000	CHECK NO. 3453
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 10/10/1995 01/01/1000 03/22/2000	ROUTE WCP / WO1 / WO1
	REVENUE NO. 888730

**DOMESTIC/MULTIFAMILY WELL RECORD
AND PUMP INFORMATION DATA**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR		DNR VARIANCE NUMBER _____
OWNER NAME MONTGOMERY SALVAGE INC	TELEPHONE (OPTIONAL) _____	CASING DEPTH NUMBER _____ Applicable only if casing depth or variance were obtained from DNR
OWNER ADDRESS HWY 161 SOUTH	CITY MONTGOMERY CITY	STATE MO
		ZIP 63361
ADDRESS OF WELL (IF DIFFERENT THAN ABOVE)	CITY	STATE
		ZIP

PROPOSED USE OF WELL **SEE BACK OF FORM FOR WELL CLASSIFICATIONS**

WATER SUPPLY TO A PRIVATE RESIDENCE OR UP TO 3 PRIVATE RESIDENCES (DOMESTIC WELL)
 WATER SUPPLY TO 4 PRIVATE RESIDENCES OR UP TO 14 PRIVATE RESIDENCES AT A NON-COMMERCIAL FACILITY (MULTIFAMILY WELL)
 WATER SUPPLY TO A CHURCH WITH A CONGREGATION LESS THAN 25 PEOPLE (DOMESTIC WELL-CHURCH)

WATER USE INFORMATION VERIFIED BY OWNER SIGNATURE X _____ (SIGNATURE REQUIRED)
 ALL WELLS MUST PRODUCE LESS THAN 70 GPM TO THE SURFACE, SERVE LESS THAN 25 PEOPLE AND HAVE LESS THAN 15 CONNECTIONS-otherwise use high yield/public well record DATE: _____

CASING DETAILS

CASING LENGTH 254 FT. O.D. OF CASING 6.25 IN. DIAMETER OF DRILL HOLE 8.75 IN.
 POSITION OF GROUT SEAL BOTTOM FULL LENGTH TOP
 CASING MATERIAL STEEL PLASTIC CONCRETE

CASING GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS
 METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE
 PRESSURE GROUT THROUGH CASING THROUGH TREMIE
 DRILLING SUSPENDED NO YES @ _____ HRS
 NO. OF SACKS USED 6.0 POUNDS PER SACK 94

LINER DETAILS

LENGTH 300 FT. O.D. OF LINER 4.0 IN. LINER MATERIAL STEEL PLASTIC
 POSITION OF SEAL FULL LENGTH BOTTOM TOP

LINER GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS
 METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE
 LINER USED TO: HOLD BACK FORMATION SEAL OUT UNDESIREABLE AQUIFER CONDITIONS PREVENT RUST
 NO. OF SACKS USED 0.0 POUNDS PER SACK _____ ABANDONED WELL ON SITE? YES PLUGGED? YES

LOCATION OF WELL

LAT. 38° 57' 11.3" LONG. 91° 30' 43.4" COUNTY MONTGOMERY

DEPTH TO FIRST GROUNDWATER 0.0 FEET PUMP RATE 12.0 GPM
 WELL YIELD 40.0 GPM PUMP SET DEPTH 400.0 FEET
 STATIC WATER LEVEL 220.0 FEET PUMP INSTALLATION DATE _____
 WELL COMPLETION DATE 05/08/1995 pump info required this record or on pump card

DEPTH		FORMATION DESCRIPTION	(OPTIONAL) ELEVATION	LEGAL LOCATION (OPTIONAL) SE 1/4 SW 1/4 SE 1/4	AREA A1
FROM	TO				
0	30	DRT	820 FT.	SEC. 6 TWN. 48 RNG. 5 W	C DATA REQ'D <input type="checkbox"/>
30	50	CLY,SH			
50	120	BRKN LS			
120	290	LS			
290	330	SH			
330	425	LS			
425	500	LS,FLT	OTHER INFORMATION OR LOCATION DATA (OPTIONAL)		

HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE GREGORY BONNOT	PERMIT NUMBER 002022	DATE
WELL DRILLER SIGNATURE GREGORY BONNOT	PERMIT NUMBER 002022	DATE
PUMP INSTALLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE DRILLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE PUMP SIGNATURE	PERMIT NUMBER	DATE

DEPTH TO BEDROCK 0.0 FEET
 TOTAL DEPTH 500.0 FEET



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**CLOSED LOOP HEAT PUMP
CERTIFICATION RECORD**

OFFICE USE ONLY		DATE RECEIVED	
REF NO	00177747	02/15/2002	
CR NO		CHECK NO.	4114
STATE WELL NUMBER		REVENUE NO.	021502
ENTERED	APPROVED BY	ROUTE PCD	
<small>Ph 1 02/15/2002 Ph 2 03/27/2002 Ph 3 04/18/2002</small>			

INFORMATION SUPPLIED BY PRIMARY CONTRACTOR OR DRILLING CONTRACTOR

OWNER NAME JIM BLOCK	TELEPHONE 573-564-2300	VARIANCE GRANTED BY THE D.N.R.	
OWNER ADDRESS 216 N DERITZ	CITY MONTGOMERY CITY	STATE MO	ZIP CODE 63361
ADDRESS OF WELL SITE (IF DIFFERENT THAN ABOVE) ROSENTHAL ESTATES	CITY	STATE MO	ZIP CODE
PROPOSED USE OF WELL <input type="checkbox"/> HEAT PUMP WELL <input type="checkbox"/> HEAT PUMP TRENCH (ONLY>10FT)	OTHER <input type="checkbox"/> HEAT PUMP PIT (ONLY>10FT)	INFORMATION VERIFIED BY OWNER SIGNATURE (WELL OWNER) X	
			DATE

SKETCH THE LOCATION TO THE WELL INCLUDING MILEAGE ON ALL ROADS TRAVELD FROM NEAREST TOWNS OR HIGHWAYS	LOCATION OF WELL LAT. <u>38</u> * <u>58</u> ' <u>27.0"</u> LONG. <u>91</u> * <u>29</u> ' <u>50.6"</u> <small>Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.</small>	AREA <u>A1</u> ELEV <u>0</u> COUNTY <u>MONTGOMERY</u>
	SMALLEST <u>1/4</u> LARGEST <u>1/4</u> SEC. <u>32</u> TWN. <u>49</u> RNG. <u>5</u> W	
DESCRIBE LOCATION OF THE WELL SO WE WOULD BE ABLE TO VISIT THE WELL SITE	DRILLER NOTES:	

COPY

INFORMATION FOR CLOSED LOOP MATERIAL **INFORMATION FOR HEAT PUMP WELLS**

TYPE OF HEAT TRANSFER FLUID USED METHANOL	HEAT PUMP TOTAL TON RATING 4.0	DIAMETER OF PIPE USED: 0.75	NUMBER OF HOLES DRILLED 4	DIAMETER OF DRILL HOLES 0.0	DEPTH OF DRILL HOLES 140.0
TOTAL AMOUNT OF PIPE USED: 600.0	PIPE MATERIAL <input type="checkbox"/> POLYBUTYLENE <input checked="" type="checkbox"/> POLYETHYLENE <input type="checkbox"/> COPPER	TYPE OF GROUT USED <input checked="" type="checkbox"/> BENTONITE SLURRY <input type="checkbox"/> NON SLURRY BENTONITE <input type="checkbox"/> PELLETS <input type="checkbox"/> CHIPS <input type="checkbox"/> GRANULAR	METHOD OF INSTALLATION <input type="checkbox"/> GRAVITY <input type="checkbox"/> TREMIE	ARE THE WELLS CONSTRUCTED THE SAME? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO, ATTACH DIFFERENCES IN CONSTRUCTION	
WAS THE LOOP MECHANICALLY CONNECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS THE LOOP MATERIAL THERMALLY FUSED? <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS PERMANENT CASING INSTALLED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	WAS FILL MATERIAL CHLORINATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	POSITION OF GROUT SEAL <input checked="" type="checkbox"/> FULL LENGTH	POUNDS PER BAG
				STATIC WATER LEVEL 0.0	

CASING DETAILS	LENGTH	DIAMETER OF CASING	MATERIAL	CASING DRIVEN?	TOTAL NUMBER OF BAGS USED	DEPTH		FORMATION DESCRIPTION
	FT.	IN.	<input type="checkbox"/> PLASTIC <input type="checkbox"/> STEEL	<input type="checkbox"/> YES <input type="checkbox"/> NO		FROM	TO	
	WEIGHT OR SDR#	DIAMETER OF DRILL HOLE	PACKER USED ON PVC CASING		20.0	0	1	DRT
		0.0	<input type="checkbox"/> NONE <input type="checkbox"/> RUBBER BOOT <input type="checkbox"/> COUPLING <input type="checkbox"/> INVERTED BELL			1	55	CLY
						55	70	CLY/CHT,RX
						70	140	LS

INFORMATION FOR HEAT PUMP TRENCH OR PIT		INFORMATION FOR HEAT PUMP WELLS	
CONSTRUCTED DEPTH: <u>0.0</u> FT.	CONSTRUCTED LENGTH: <u>0.0</u> FT.	WERE BENTONITE PLUGS HYDRATED AFTER EMPLACEMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DEPTH TO TOP AND BOTTOM OF NEAR SURFACE PLUG (MEASURED FROM ORIGINAL GROUND SURFACE) TOP <u>0.0</u> FT. BOTTOM <u>0.0</u> FT.
CONSTRUCTED WIDTH: <u>0.0</u> FT.	DRILLING SUSPENDED <input type="checkbox"/> YES <input type="checkbox"/> NO _____ HRS.	LIST DEPTH TO TOP OF EACH PLUG 1. _____ FT. 2. _____ FT. 3. _____ FT. 4. _____ FT. 5. _____ FT.	TOTAL DEPTH: 140.0
PRIMARY CONTRACTOR'S NAME BRYAN SCHMIDT	PERMIT NUMBER 001356	DATE HEAT PUMP INSTALLATION WAS COMPLETED	DATE WELL DRILLING WAS COMPLETED 12/18/2001

I HEREBY CERTIFY THAT THE HEAT PUMP HEREIN DESCRIBED WAS CONSTRUCTED IN ACCORDANCE WITH THE DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS FOR THE CONSTRUCTION OF HEAT PUMP WELLS.

SIGNATURE (WELL DRILLER) DAN NORDWALD	PERMIT NUMBER 001356	DATE	SIGNATURE (HEAT PUMP INSTALLER)	PERMIT NUMBER	DATE
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REF NO 00227426	DATE RECEIVED 10/20/1999
CR NO	
STATE CERT NO APPROVED DATE A082518 01/05/2000	CHECK NO. 1020
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 11/09/1999 01/01/1000 01/05/2000	ROUTE PCD / PLT
	REVENUE NO. 102699

**DOMESTIC/MULTIFAMILY WELL RECORD
AND PUMP INFORMATION DATA**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR		DNR VARIANCE NUMBER
OWNER NAME GARY DYKE	TELEPHONE (OPTIONAL) 636-564-3679	CASING DEPTH NUMBER Applicable only if casing depth or variance were obtained from DNR
OWNER ADDRESS 50 OLD WILLIAMSBURG RD	CITY MONTGOMERY CITY	STATE ZIP MO 63361
ADDRESS OF WELL (IF DIFFERENT THAN ABOVE)	CITY	STATE ZIP MO

PROPOSED USE OF WELL **SEE BACK OF FORM FOR WELL CLASSIFICATIONS**

WATER SUPPLY TO A PRIVATE RESIDENCE OR UP TO 3 PRIVATE RESIDENCES (DOMESTIC WELL)
 WATER SUPPLY TO 4 PRIVATE RESIDENCES OR UP TO 14 PRIVATE RESIDENCES AT A NON-COMMERCIAL FACILITY (MULTIFAMILY WELL)
 WATER SUPPLY TO A CHURCH WITH A CONGREGATION LESS THAN 25 PEOPLE (DOMESTIC WELL-CHURCH)

WATER USE INFORMATION VERIFIED BY OWNER SIGNATURE X
 ALL WELLS MUST PRODUCE LESS THAN 70 GPM TO THE SURFACE, SERVE LESS THAN _____ (SIGNATURE REQUIRED)
 25 PEOPLE AND HAVE LESS THAN 15 CONNECTIONS-otherwise use high yield/public well record DATE: _____

CASING DETAILS

CASING LENGTH 147 FT. O.D. OF CASING 6.62 IN. DIAMETER OF DRILL HOLE 8.62 IN.
 POSITION OF GROUT SEAL BOTTOM FULL LENGTH TOP
 CASING MATERIAL STEEL PLASTIC CONCRETE

CASING GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS
 METHOD OF GROUT INSTALLATION GRAVITY OPEN HOLE POS. DISPLACEMENT TREMIE
 PRESSURE GROUT THROUGH CASING THROUGH TREMIE
 DRILLING SUSPENDED NO YES @ _____ HRS
 NO. OF SACKS USED 16.0 POUNDS PER SACK 50

LINER DETAILS

LENGTH 0 FT. O.D. OF LINER 0.0 IN. LINER MATERIAL STEEL PLASTIC
 POSITION OF SEAL FULL LENGTH BOTTOM TOP

LINER GROUT MATERIAL CEMENT TYPE 1 HI-EARLY BENTONITE SLURRY CHIPS GRANULAR PELLETS
 METHOD OF GROUT INSTALLATION GRAVITY OPEN HOLE POS. DISPLACEMENT TREMIE
 LINER USED TO: HOLD BACK FORMATION SEAL OUT UNDESIREABLE AQUIFER CONDITIONS PREVENT RUST
 NO. OF SACKS USED 0.0 POUNDS PER SACK _____ ABANDONED WELL ON SITE? YES NO PLUGGED? YES NO

LOCATION OF WELL

LAT. 38° 58' 28.8" LONG. 91° 30' 54.0"
 COUNTY MONTGOMERY

DEPTH TO FIRST GROUNDWATER 0.0 FEET PUMP RATE 10.0 GPM
 WELL YIELD 30.0 GPM PUMP SET DEPTH 300.0 FEET
 STATIC WATER LEVEL 200.0 FEET PUMP INSTALLATION DATE _____
 WELL COMPLETION DATE 10/04/1999 pump info required this record or on pump card

DEPTH		FORMATION DESCRIPTION	(OPTIONAL) ELEVATION	LEGAL LOCATION (OPTIONAL) _____ 1/4 _____ 1/4 _____ 1/4 _____ 0 FT. SEC. _____ 31 TWN. _____ 49 RNG. _____ 5 W	AREA A1 _____ C DATA REQ'D <input type="checkbox"/>
FROM	TO				

0	7	CLY			
7	65	SH			
65	147	LM			
147	220	LM			
220	230	RST RX			
230	370	LM			
370	430	SND			
430	455	LM			

I HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE	PERMIT NUMBER	DATE
WELL DRILLER SIGNATURE GREGORY CLARK	PERMIT NUMBER 003307	DATE
PUMP INSTALLER SIGNATURE DONNA BELCHER	PERMIT NUMBER 003390	DATE
APPRENTICE DRILLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE PUMP SIGNATURE	PERMIT NUMBER	DATE

DEPTH TO BEDROCK 0.0 FEET
 TOTAL DEPTH 455.0 FEET



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**CLOSED LOOP HEAT PUMP
CERTIFICATION RECORD**

OFFICE USE ONLY		DATE RECEIVED	
REF NO	00242282	09/27/2004	
CR NO		CHECK NO.	7911
STATE WELL NUMBER		REVENUE NO.	092704
ENTERED	APPROVED BY	ROUTE PCD	
<small>Ph 1 09/27/2004 Ph 2 10/01/2004 Ph 3 10/01/2004</small>			

INFORMATION SUPPLIED BY PRIMARY CONTRACTOR OR DRILLING CONTRACTOR

OWNER NAME JEFFREY L PORTER		TELEPHONE 573-564-2792		VARIANCE GRANTED BY THE D.N.R.	
OWNER ADDRESS 2 WRIGHT CT		CITY MONTGOMERY CITY	STATE MO	ZIP CODE 63361	<input checked="" type="checkbox"/> NO
ADDRESS OF WELL SITE (IF DIFFERENT THAN ABOVE)		CITY	STATE MO	ZIP CODE	<input type="checkbox"/> YES, ATTACH A COPY OF THE VARIANCE
PROPOSED USE OF WELL		INFORMATION VERIFIED BY OWNER SIGNATURE (WELL OWNER)			DATE
<input checked="" type="checkbox"/> HEAT PUMP WELL <input type="checkbox"/> HEAT PUMP TRENCH (ONLY>10FT)		<input type="checkbox"/> OTHER <input type="checkbox"/> HEAT PUMP PIT (ONLY>10FT)			X

SKETCH THE LOCATION TO THE WELL INCLUDING MILEAGE ON ALL ROADS TRAVELD FROM NEAREST TOWNS OR HIGHWAYS		LOCATION OF WELL		AREA <u>A1</u>	
		LAT. <u>38° 58' 19.9"</u>		ELEV <u>0</u>	
		LONG. <u>91° 29' 25.8"</u>		COUNTY <u>MONITEAU</u>	
		Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.			
		SMALLEST <u>1/4</u>		LARGEST <u>NE 1/4 SE 1/4</u>	
		SEC. <u>32</u> TWN. <u>49</u>		RNG. <u>5</u> W	
DESCRIBE LOCATION OF THE WELL SO WE WOULD BE ABLE TO VISIT THE WELL SITE			DRILLER NOTES:		

COPY

INFORMATION FOR CLOSED LOOP MATERIAL INFORMATION FOR HEAT PUMP WELLS

TYPE OF HEAT TRANSFER FLUID USED METHANOL	HEAT PUMP TOTAL TON RATING 6.0	DIAMETER OF PIPE USED: 0.38	NUMBER OF HOLES DRILLED 6	DIAMETER OF DRILL HOLES 0.0	DEPTH OF DRILL HOLES 145.0
TOTAL AMOUNT OF PIPE USED: 1800.0	PIPE MATERIAL <input checked="" type="checkbox"/> POLYBUTYLENE <input type="checkbox"/> POLYETHYLENE <input type="checkbox"/> COPPER		TYPE OF GROUT USED <input checked="" type="checkbox"/> BENTONITE SLURRY <input type="checkbox"/> NON SLURRY BENTONITE <input type="checkbox"/> PELLETS <input type="checkbox"/> CHIPS <input type="checkbox"/> GRANULAR	METHOD OF INSTALLATION <input type="checkbox"/> GRAVITY <input type="checkbox"/> TREMIE	ARE THE WELLS CONSTRUCTED THE SAME? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO, ATTACH DIFFERENCES IN CONSTRUCTION
WAS THE LOOP MECHANICALLY CONNECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO		WAS THE LOOP MATERIAL THERMALLY FUSED? <input type="checkbox"/> YES <input type="checkbox"/> NO		WAS PERMANENT CASING INSTALLED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
WAS THE LOOP MECHANICALLY CONNECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO		WAS THE LOOP MATERIAL THERMALLY FUSED? <input type="checkbox"/> YES <input type="checkbox"/> NO		POSITION OF GROUT SEAL <input checked="" type="checkbox"/> FULL LENGTH	POUNDS PER BAG 145.0
WAS PERMANENT CASING INSTALLED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		WAS THE LOOP MATERIAL THERMALLY FUSED? <input type="checkbox"/> YES <input type="checkbox"/> NO		STATIC WATER LEVEL 0.0	

CASING DETAILS	LENGTH FT.	DIAMETER OF CASING IN.	MATERIAL <input type="checkbox"/> PLASTIC <input type="checkbox"/> STEEL	CASING DRIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	TOTAL NUMBER OF BAGS USED 34.0	DEPTH		FORMATION DESCRIPTION
	WEIGHT OR SDR#	DIAMETER OF DRILL HOLE 0.0	PACKER USED ON PVC CASING <input type="checkbox"/> NONE <input type="checkbox"/> RUBBER BOOT <input type="checkbox"/> COUPLING <input type="checkbox"/> INVERTED BELL			FROM	TO	
CASING GROUT DETAILS	MATERIAL <input type="checkbox"/> CEMENT <input type="checkbox"/> BENTONITE <input type="checkbox"/> TYPE 1 <input type="checkbox"/> SLURRY <input type="checkbox"/> GRANULAR <input type="checkbox"/> HI EARLY <input type="checkbox"/> CHIPS <input type="checkbox"/> PELLETS		NUMBER OF SACKS USED LBS PER SACK		WERE BENTONITE PLUGS HYDRATED AFTER EMPLACEMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		0 8	
	METHOD OF INSTALLATION <input type="checkbox"/> GRAVITY <input type="checkbox"/> POSITIVE DISPLACEMENT <input type="checkbox"/> OPEN HOLE PRESSURE <input type="checkbox"/> THROUGH TREMIE <input type="checkbox"/> TREMIE GROUT <input type="checkbox"/> THROUGH CASING		DRILLING SUSPENDED <input type="checkbox"/> YES <input type="checkbox"/> NO ____ HRS.		DEPTH TO TOP AND BOTTOM OF NEAR SURFACE PLUG (MEASURED FROM ORIGINAL GROUND SURFACE) TOP _____ 0.0 FT. BOTTOM _____ 0.0 FT.		8 13	
					TOTAL DEPTH: 145.0		13 45	
					TOTAL DEPTH: 145.0		45 52	
					TOTAL DEPTH: 145.0		52 84	
					TOTAL DEPTH: 145.0		84 145	

INFORMATION FOR HEAT PUMP TRENCH OR PIT			LIST DEPTH TO TOP OF EACH PLUG		
CONSTRUCTED DEPTH: _____ 0.0 FT.			1. _____ FT.		
CONSTRUCTED LENGTH: _____ 0.0 FT.			2. _____ FT.		
CONSTRUCTED WIDTH: _____ 0.0 FT.			3. _____ FT.		
PRIMARY CONTRACTOR'S NAME BRYAN SCHMIDT		PERMIT NUMBER 001356	4. _____ FT.		DATE HEAT PUMP INSTALLATION WAS COMPLETED
			5. _____ FT.		
			DATE HEAT PUMP INSTALLATION WAS COMPLETED		DATE WELL DRILLING WAS COMPLETED 08/03/2004

I HEREBY CERTIFY THAT THE HEAT PUMP HEREIN DESCRIBED WAS CONSTRUCTED IN ACCORDANCE WITH THE DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS FOR THE CONSTRUCTION OF HEAT PUMP WELLS.

SIGNATURE (WELL DRILLER) DAN NORDWALD	PERMIT NUMBER 001356	DATE	SIGNATURE (HEAT PUMP INSTALLER) BRYAN SCHMIDT	PERMIT NUMBER 001356	DATE
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REF NO 00269675	DATE RECEIVED 09/15/2003
CR NO	
STATE CERT NO APPROVED DATE A115348 09/24/2003	CHECK NO. 9750
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 09/15/2003 09/23/2003 12/29/2005	ROUTE PCD
	REVENUE NO. 091503

**MONITORING WELL AND ENVIRONMENTAL
INJECTION WELL RECORD**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR

OWNER NAME PAUL SHETZ	TELEPHONE (OPTIONAL)	DNR VARIANCE NUMBER 2339 Applicable only if variance was obtained from DNR
OWNER ADDRESS PO BOX 106	CITY MONTGOMERY CITY	STATE MO ZIP 63361
SITE NAME MW2A	CONTACT NAME	
SITE ADDRESS (IF DIFFERENT THAN ABOVE) SPINSBY&WALKER ST	CITY	STATE MO ZIP

PROPOSED USE OF WELL

MONITORING GAS MONITORING EXTRACTION RETURN OR INJECTION
(UIC PERMIT MAY BE NEEDED) WATER LEVEL MEASUREMENT (only)

TYPE OF SURFACE COMPLETION

ABOVE GROUND FLUSH CASE LENGTH 12.0 IN. CASE HOLE DEPTH 1.5 IN.
PROTECTIVE CASE MATERIAL STEEL ALUMINUM PLASTIC OTHER CASE DIAMETER 7.0 IN. CASE HOLE DIAMETER 18.0 IN.

CONSTRUCTION

RISER PIPE DIAMETER <u>1.0</u> IN.	RISER PIPE LENGTH <u>10.0</u> FT.	RISER HOLE DIAMETER <u>0.27</u> IN.
RISER PIPE MATERIAL <input checked="" type="checkbox"/> PLASTIC <input type="checkbox"/> STEEL <input type="checkbox"/> PTFE <input type="checkbox"/> OTHER	RISER PIPE WEIGHT <input checked="" type="checkbox"/> SCH40 <input type="checkbox"/> SCH80 <input type="checkbox"/> 304/316 <input type="checkbox"/> OTHER	DRILLING METHOD <input type="checkbox"/> AUGER <input type="checkbox"/> PUSH <input type="checkbox"/> OTHER
SCREEN DIAMETER <u>0.08</u> IN.	SCREEN LENGTH <u>5.0</u> FT.	BENTONITE SEAL LENGTH <u>7.0</u> FT.
SCREEN MATERIAL <input type="checkbox"/> STEEL <input type="checkbox"/> PTFE <input type="checkbox"/> OTHER	SCREEN HOLE DIAMETER IF DIFFERENT FROM RISER <u>3.25</u> IN.	SEAL ABOVE SWL <input checked="" type="checkbox"/> SEAL BELOW SWL <input type="checkbox"/> SEAL ABOVE SWL WAS HYDRATED <input checked="" type="checkbox"/>
PRIMARY FILTER PACK LENGTH <u>7.0</u> FT.	PRIMARY FILTER MATERIAL <input type="checkbox"/> SAND <input type="checkbox"/> PREPACKED	
ANNULAR SEAL LENGTH <u>7.0</u> FT.	ANNULAR SEAL MATERIAL <input type="checkbox"/> BENTONITE SLURRY <input type="checkbox"/> NEAT CEMENT GROUT <input type="checkbox"/> CEMENT BENTONITE GROUT <input checked="" type="checkbox"/> NON-SLURRY BENTONITE <input type="checkbox"/> OTHER <input type="checkbox"/> GRAVITY <input type="checkbox"/> PRESSURE GROUT THRU TREMIE IF NON-SLURRY BENTONITE <input checked="" type="checkbox"/> CHIPS <input type="checkbox"/> GRANULAR <input type="checkbox"/> PELLETS <input type="checkbox"/> OTHER	

MULTIPLE CASED OR NESTED WELLS

ATTACH AS-BUILT DIAGRAMS showing constructions details with type, length and diameter of material and length and diameter of bores

LOCATION OF WELL

LAT. 38° 58' 24.0" COUNTY _____
LONG. 91° 30' 19.9" MONTGOMERY _____
Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.

(OPTIONAL)	LEGAL LOCATION (OPTIONAL)
ELEVATION <u>0</u> FT.	NW 1/4 NW 1/4 SW 1/4 SEC. <u>32</u> TWN. <u>49</u> RNG. <u>5</u> W

DEPTH FROM	DEPTH TO	FORMATION DESCRIPTION	FIRST ENCOUNTER GROUNDWATER	STATIC WATER LEVEL (swl)	PUMP SET DEPTH	WELL YIELD
0	1	GRVL	0.0 FT	0.0 FT		0.0 GPM
1	4	TOPSOIL				
4	5	CLY/SNDY GRVL/STAIN				
5	6	GRY BRN CLY/MOTTLED				
6	10	NO RECOVERY				
10	15	FIRM CLY/GRY YLN BRN MOTT				
15	15	REFUSAL				
OTHER INFORMATION OR LOCATION DATA (OPTIONAL)						

I HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE x STEPHEN JOHNSTON JR	PERMIT NUMBER 001860	DATE
WELL DRILLER SIGNATURE x AARON SENSE	PERMIT NUMBER 002242	DATE
PUMP INSTALLER SIGNATURE pump info required for extraction/recovery wells x	PERMIT NUMBER	DATE
APPRENTICE WELL DRILLER SIGNATURE x	PERMIT NUMBER	DATE

TOTAL DEPTH 15.0 FEET



MISSOURI DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF
ENVIRONMENTAL QUALITY
(573) 368-2165

REF NO 00278117	DATE RECEIVED 10/29/2001
CR NO 00237531	
STATE CERT NO APPROVED DATE A102606 11/30/2001	CHECK NO. 6181
DATE ENTERED PHASE 1 PHASE 2 PHASE 3 10/30/2001 11/02/2001 11/06/2001	ROUTE PCD / PLT
	REVENUE NO. 102901

**DOMESTIC/MULTIFAMILY WELL RECORD
AND PUMP INFORMATION DATA**

INFORMATION SUPPLIED BY WELL OR PUMP INSTALLATION CONTRACTOR		DNR VARIANCE NUMBER _____
OWNER NAME JACKIE HENDRICKS	TELEPHONE (OPTIONAL) 573-564-3722	CASING DEPTH NUMBER _____ Applicable only if casing depth or variance were obtained from DNR
OWNER ADDRESS 56 FORDSON RD	CITY MONTGOMERY CITY	STATE MO
		ZIP 63361
ADDRESS OF WELL (IF DIFFERENT THAN ABOVE)	CITY	STATE MO
		ZIP

PROPOSED USE OF WELL **SEE BACK OF FORM FOR WELL CLASSIFICATIONS**

WATER SUPPLY TO A PRIVATE RESIDENCE OR UP TO 3 PRIVATE RESIDENCES (DOMESTIC WELL)
 WATER SUPPLY TO 4 PRIVATE RESIDENCES OR UP TO 14 PRIVATE RESIDENCES AT A NON-COMMERCIAL FACILITY (MULTIFAMILY WELL)
 WATER SUPPLY TO A CHURCH WITH A CONGREGATION LESS THAN 25 PEOPLE (DOMESTIC WELL-CHURCH)

WATER USE INFORMATION VERIFIED BY OWNER SIGNATURE X _____ (SIGNATURE REQUIRED)
 ALL WELLS MUST PRODUCE LESS THAN 70 GPM TO THE SURFACE, SERVE LESS THAN _____ (SIGNATURE REQUIRED)
 25 PEOPLE AND HAVE LESS THAN 15 CONNECTIONS-otherwise use high yield/public well record DATE: _____

CASING DETAILS

CASING LENGTH 147 FT. O.D. OF CASING 6.6 IN. DIAMETER OF DRILL HOLE 8.62 IN.

CASING MATERIAL STEEL PLASTIC CONCRETE

POSITION OF GROUT SEAL BOTTOM FULL LENGTH TOP

CASING GROUT MATERIAL CEMENT TYPE 1 SLURRY GRANULAR BENTONITE HI-EARLY CHIPS PELLETS

METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE

PRESSURE GROUT THROUGH CASING THROUGH TREMIE

DRILLING SUSPENDED NO YES 0 HRS

NO. OF SACKS USED 5.0 POUNDS PER SACK 50

LINER DETAILS

LENGTH 480 FT. O.D. OF LINER 4.0 IN.

LINER MATERIAL STEEL PLASTIC

POSITION OF SEAL FULL LENGTH BOTTOM TOP

LINER GROUT MATERIAL CEMENT TYPE 1 SLURRY GRANULAR BENTONITE HI-EARLY CHIPS PELLETS

METHOD OF GROUT INSTALLATION GRAVITY POS. DISPLACEMENT OPEN HOLE TREMIE

LINER USED TO: HOLD BACK FORMATION SEAL OUT UNDESIREABLE AQUIFER CONDITIONS PREVENT RUST

NO. OF SACKS USED 0.0 POUNDS PER SACK _____ ABANDONED WELL ON SITE? YES PLUGGED? YES

LOCATION OF WELL

LAT. 38° 57' 33.7" LONG. 91° 30' 55.4" COUNTY MONTGOMERY

DEPTH TO FIRST GROUNDWATER 0.0 FEET PUMP RATE 10.0 GPM

WELL YIELD 75.0 GPM PUMP SET DEPTH 340.0 FEET

STATIC WATER LEVEL 0.0 FEET PUMP INSTALLATION DATE _____

WELL COMPLETION DATE 10/08/2001 pump info required this record or on pump card

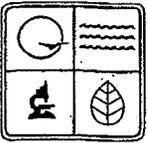
Please be aware that we do not guarantee the accuracy of the data. It is submitted to us by a third party and has not been field verified.

DEPTH		FORMATION DESCRIPTION	(OPTIONAL) ELEVATION	LEGAL LOCATION (OPTIONAL) _____/4 ____/4 ____/4 _____/4 FT. SEC. ____ TWN. ____ RING. ____ W	AREA A1 _____
FROM	TO				
0	50	CLY			
50	110	WTHRD LM			
110	130	WT LS			
130	215	GRY LS			
215	220	SH			
220	240	WT LS			
240	261	BRN RX			
261	335	GRY/WT LS			
335	400	SND			
400	405	SH			
405	507	GRY/WT LS			
507	0	SEE RECORD!!!!!!			

HEREBY CERTIFY THE WELL/PUMP INFORMATION DESCRIBED HEREIN IS TRUE AND ACCURATE

PRIMARY CONTRACTOR SIGNATURE	PERMIT NUMBER	DATE
WELL DRILLER SIGNATURE DAVID GUZY	PERMIT NUMBER 002994	DATE
PUMP INSTALLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE DRILLER SIGNATURE	PERMIT NUMBER	DATE
APPRENTICE PUMP SIGNATURE	PERMIT NUMBER	DATE

DEPTH TO BEDROCK _____ 0.0 FEET
 TOTAL DEPTH _____ 507.0 FEET



WATER YEAR 2008

PART 3 WATER USE INFORMATION FOR ALL MAJOR WATER USERS

- Please verify the accuracy of the information or complete the water use information below. If any of the information is incorrect note the correction on this form.
- Please record the annual water use information at the bottom of the form as accurately as possible.*

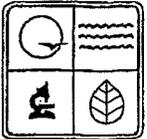
General Data	Withdrawal/Intake ID Number	1723476	3259521	3660387	
	Year Drilled or Year Intake Established	1978	1992	1963	
	Other Information	LOG MAIN: 028232		PWS WELL: 13228	
Well Data	Well Certification No.	PRELAW	A026596	PRELAW	
	Status: Active, Inactive, Plugged Abandoned, Sold	AC	AC	AC	
	Total Depth, ft.	1173	1275	1145	
	Casing Depth, ft.	350	500	350	
Surface Water Data	Water Body Name	NA	NA	NA	
	Type of Water Body (Lake, Spring, River)	NA	NA	NA	
Pump Data	Pump Capacity, gpm	350	400	350	
	Metered Y/N	Estimated	Estimated	Estimated	
	Quarter Sections (Smallest 1 st)	NW, SW, NW	— — —	NE, NE, NW	
	Legal Description Section, Township and Range	Sec: 32 Twp: T49N Rng: R05W	Sec: 5 Twp: T48N Rng: R05W	Sec: 31 Twp: T49N Rng: R05W	Sec: Twp: Rng:
	Latitude	38.97944	38.95999	38.98171	
	Longitude	-91.5055	-91.49233	-91.51164	
	County	MONTGOMERY	MONTGOMERY	MONTGOMERY	
*Water Use Non-Irrigators	Annual Water Use In Gallons	32,911,400	66,872,000	27,776,000	

PART 4 WATER USE INFORMATION FOR IRRIGATORS

The following section pertains only to irrigators.

N/A

*Water Use Irrigators	Irrigation Method	<input type="checkbox"/> Pivot <input type="checkbox"/> Flood Other			
	Acres and Crop Example: 30 acres corn 50 acres soybeans				
	Annual Water Use In Gallons or Water Applied in acre-inches				



DEPARTMENT OF NATURAL RESOURCES
WATER RESOURCES CENTER
MAJOR WATER USE REGISTRATION FORM

P.O. BOX 250 ROLLA, MO 65402
PHONE: (573) 368-2175 FAX: (573) 368-2193
MOWATERS@DNR.MO.GOV

2-13-09

WATER YEAR 2008

AUTHORITY
Major water user withdrawing or diverting water is required to file a registration form. *Missouri Revised Statutes Chapter 256 Geology, Water Resources and Geodetic Survey Section 256.410*

INSTRUCTIONS
1. Use this form to register as a new major water user or to report annual water use for existing registered major water users.
2. Major water use registration is required annually and shall be completed by March 31 for the previous calendar year.
3. Major water use registration is required for any person, firm, corporation or the state of Missouri, it's agencies or corporations and any other political subdivision of this state, their agencies or corporations, **with a water source and equipment necessary to withdraw or divert one hundred thousand gallons or more per day from any stream, river, lake, well, spring or other water source.**

PART 1 APPLICANT CONTACT INFORMATION

APPLICANT NAME MONTGOMERY CITY, CITY OF	MAJOR WATER USER IDENTIFICATION NUMBER (LEAVE BLANK IF FIRST TIME REPORTER) 50899773		
MAILING ADDRESS 723 N. STURGEON	CITY MONTGOMERY CITY	STATE MO	ZIP 63361
TELEPHONE NUMBER (573) 564-3160	E-MAIL ADDRESS		

PART 2 WATER USE INFORMATION

SCHEDULED WITHDRAWAL OR DIVERSION DURING THE CURRENT YEAR
ALL JAN FEB MARCH APRIL MAY JUNE JULY AUG SEP OCT NOV DEC NO WATER USE

WATER WITHDRAWN OR DIVERTED LAST YEAR
ALL JAN FEB MARCH APRIL MAY JUNE JULY AUG SEP OCT NOV DEC NO WATER USE

HOW MANY DAYS WAS WATER WITHDRAWN OR DIVERTED LAST YEAR? <i>365</i>	HOW MANY GALLONS OF WATER WAS WITHDRAWN OR DIVERTED ON AN AVERAGE DAY OF OPERATION? <i>349,477</i>
--	---

INSTRUCTIONS
1. Please report percentage of water used in appropriate category.
2. Report water use in multiple categories if applicable.
3. Final percentage total should equal 100 percent.

CATEGORY	DEFINITION	TOTAL
Municipal	Public, private and rural water suppliers. Includes water used for domestic, commercial, and industrial purposes.	100%
Commercial	Hotels, restaurants, office buildings or institutions.	%
Fish and Wildlife	Fish and wildlife habitat including aquaculture.	%
Livestock	Livestock watering, feedlots, dairy operations and other farm needs.	%
Electrical	Generation of electricity: nuclear, hydropower, thermoelectric and pumped storage operations.	%
Industrial	Industrial purposes such as refining, smelting, fabrication, processing, washing and cooling.	%
Drainage and Dewatering	The removal of water through draining or pumping to lower the water table.	%
Irrigation	The water used for ornamental or consumptive agricultural production	%
Other	Please explain:	%

Appendix D:

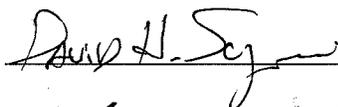
**SOP AGEM-29: Standard Operating Procedure
for Geoprobe Drilling of Hard Paved Surfaces,
with Measurement of Possible Sub-Slab Vapor Concentrations**

**Master Work Plan: Environmental Investigations at
Former CCC/USDA Facilities**

Volume 2: Standard Operating Procedures

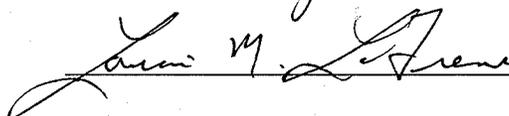
**SOP AGEM-29:
Standard Operating Procedure
for Geoprobe Drilling of Hard Paved Surfaces,
with Measurement of Possible Sub-Slab Vapor Concentrations**

Prepared by
Field Project Manager



Date: July 16, 2009

Approved by
AGEM Program Manager



Date: 7/14/09

Contents

1.0	Scope and Application	3
2.0	Responsibilities	3
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7.0	Related Procedures	8
8.0	Revision History	9

1.0 Scope and Applicability

This SOP describes a method for the penetration of hard paved surfaces (including concrete foundations, roadways, and walkways) to facilitate the investigation or sampling of materials (soils, soil gases, groundwater, etc.) underlying these surfaces. The specific drilling procedure outlined here is designed for use with (1) the Argonne 540B portable Geoprobe (with power unit), equipped with a GH40 rotary-percussion hydraulic hammer, and (2) standard Geoprobe drill bits and related components. The key elements of this procedure are sufficiently generic, however, to permit their adaptation for use with similar equipment (from Geoprobe or other manufacturers) designed for rotary-percussion drilling through hard surfaces.

If the pavements being investigated are known or suspected to overlie soils or groundwater contaminated with carbon tetrachloride (or other volatile organic contaminants), the potential may exist for local accumulation of gases or vapors in the soils beneath the (relatively impermeable) paved surfaces. This SOP, therefore, includes a method for the detection and preliminary (non-compound-specific) quantitation of possible sub-pavement gases that might be encountered upon breaching of the surface being drilled. The detection method relies on the use of a portable photoionization detector (PID).

This SOP does not present instructions for routine operation of the Geoprobe equipment or the PID; all equipment is to be used in accord with the operating, maintenance, and safety requirements specified by the manufacturers, as well as by AGEM SOP-25 and AGEM SOP-28.

This SOP differs from AGEM SOP-34 (Sub-Slab Soil Vapor Sampling for Vapor Intrusion Applications) in that AGEM SOP-34 focuses on indoor work culminating in collection of soil vapor samples for organic analysis to evaluate the potential for intrusion of volatile soil contaminants into residential living spaces.

2.0 Responsibilities

The field project manager, or another designee of the AGEM program manager, is responsible for

- Verifying that the personnel implementing this SOP understand the procedure and are capable of implementing it correctly and
- Delineating and restricting access to the work zone (Section 3.2).

Personnel conducting the field sampling are responsible for

- Implementing this SOP as directed;
- Implementing other tasks in accordance with provisions of the *Master Work Plan*, the site-specific work plan and health and safety plan, and applicable SOPs; and

- Recording all pertinent data in the logbook.

3.0 Health and Safety

All activities described in this SOP must be performed in accord with the health and safety requirements outlined in the *Master Work Plan*, in the site-specific work plan and health and safety plan, in this and other AGEM SOPs, and in the manufacturers' operating and safety instructions for the specific drilling equipment and PID instrument being used.

3.1 Working Alone

The activities described in this SOP may not be performed by individuals working alone. A minimum field party of two equipment operators, plus one observer/safety monitor, is required for all pavement drilling operations conducted under this SOP.

3.2 Access to the Work Zone

Personnel in the immediate vicinity of the drilling location during the activities described in this SOP must be limited to the required field party. Use traffic cones, signs, caution tape, or other suitable methods to delineate and restrict access to the drilling site while the drilling operations are in progress.

3.3 Personal Protective Equipment

At a minimum, personal protective equipment for the field party members during drilling operations will include the following:

- Hard hats
- Safety glasses
- Safety shoes
- Heavy work gloves
- Hearing protection (during operation of the drilling equipment)

3.4 Air Monitoring for Contaminant Levels

During operation, the ambient air to which workers are exposed must be monitored for volatile organic contaminants. Use the built-in capabilities of the PID instrument, according to the

manufacturer's instructions, to activate an alarm automatically when the exposure limits are reached.

Immediate protective action must be taken if the PID indicates a concentration above the Threshold Limit Value — Short Term Exposure Limit guideline of the American Conference of Governmental Industrial Hygienists. The protective action must continue until the contaminant values fall below the action level. Protective actions are to include additional compound-specific sampling, increased ventilation, evacuation of the area, or a combination of these.

4.0 Method Summary

This procedure describes the use of a Geoprobe-powered rotary-percussion drilling method to advance a roughly circular hole into and through a paved surface. Penetration of the surface is achieved by a combination of hammer percussion and slow rotation of the drill bit, which progressively chip away small fragments of the hard surface. This method permits penetration without (1) the generation of excessive heat or (2) a requirement for the use of water or other coolants that might adversely affect the physical or chemical properties of the sub-pavement materials targeted for investigation or sampling.

Because of the potential for local accumulation of gases or vapors in soils beneath paved surfaces, this SOP includes a method using a portable PID for the detection and preliminary (non-compound-specific) quantitation of possible sub-pavement gases that might be encountered upon breaching of the surface being drilled.

5.0 Procedure

5.1 Supplies Needed

The field equipment and materials needed for pavement drilling may include the following:

- Model 540B Geoprobe with hydraulic hammer and power unit (or similar)
- Drill steels (lengths 24 in. to 48 in., as required)
- Anvil retainer cap assembly
- Carbide-tipped drill bits (diameters 1.5 in. to 2.5 in., as required)
- Traffic cones, warning signs, caution tape (or other suitable equipment to demark and restrict access to the drilling location)
- Logbook and record-keeping supplies
- Decontamination supplies

The field equipment and materials needed for preliminary detection and measurement of possible sub-slab gases may include the following:

- Hand-held PID equipped with 11.7-eV lamp (required for detection of carbon tetrachloride)
- Calibration gas, gas regulator, and related supplies
- Teflon or Teflon-lined PID inlet probe extension tubing
- Logbook and record-keeping supplies
- Decontamination supplies

5.2 Preparations before Drilling

1. Record in the project logbook all project data, including the site name, date and time, and names of field party personnel.
2. Determine the thickness of the pavement to be drilled at its edge, if possible, by probing or digging to obtain an estimate of the penetration depth required at the chosen drilling location within the pavement. Record this thickness in the project logbook.
3. Select a boring location, preferably away from obvious fractures or as required to meet program needs. Record the specific drilling location in the project logbook.
4. Assemble a clean drill steel (of sufficient length), carbide-tipped bit (of sufficient diameter), and anvil retainer cap per manufacturer instructions; confirm that all threaded connections are tight. Record in the project logbook the size and type of drill steel and bit used.
5. Prepare the Geoprobe, power unit, and hydraulic hammer; test for proper operation.
6. Position the Geoprobe mast over the intended drilling location.
7. Position traffic cones, caution tape, etc. to identify the drilling area; restrict access to this area to required personnel only.
8. Calibrate the PID instrument by using isobutylene or another recommended gas per the manufacturer's instructions.
9. Enter the appropriate correction factor(s) on the calibrated PID, for the most probable contaminant species expected at the site.

10. Attach Teflon or Teflon-lined extension tubing to the PID inlet port in sufficient length to permit gas sampling from a level immediately above the exposed soil surface at the bottom of the completed pavement boring.
11. Check the PID response. Unstable zero readings or a response to moisture or movement of the instrument may indicate a need to clean the lamp.
12. Obtain a "clean air" reading daily, before testing for possible contamination at the target drilling location(s).
13. Record, in the project logbook and in the dedicated equipment logs (if available), all relevant drilling equipment and PID information, including calibration results and descriptions of required maintenance activities.

5.3 Step-by-Step Drilling and Measurement of Sub-Pavement Vapor Concentrations

1. Install the drill steel and bit assembly on the hydraulic hammer.
2. Set the hammer/rotation selector on the drilling unit to provide the slowest counterclockwise rotation speed possible in the hammer mode. (Excessive rotation speed will lead to premature bit wear.)
3. Lower the hammer until static weight is just barely applied to the drill steel and bit. Then raise the hammer approximately 1-2 in. to allow the drill steel to move freely within the drive unit while still maintaining contact with the pavement surface. With the drive controls disengaged, check for adequate travel by manually raising and lowering the drill steel.
4. Activate the hydraulic hammer, with rotation.
5. Slowly lower the hammer to obtain the optimum amount of downward force on the drill steel. A defined "thudding" sound and a metallic "pinging" will be noted when the correct amount of force is applied; under this condition, the bit is quickly striking and then rebounding from the pavement while the drill steel vibrates freely within the hammer drive. Muffled "thumping" with possible stoppage of the bit rotation or excessive "clanging" sounds with sporadic hammer contact indicate, respectively, that too much or too little static weight is being applied.
6. Adjust the position of the hammer up or down in small increments, as necessary, to maintain the proper drilling force as the bit advances into the pavement.
7. If unacceptable heating of the surface or drilling equipment is noted, temporarily discontinue drilling until temperatures return to appropriate levels. Retract the drill bit with rotation to help prevent binding of the bit in the hole.

8. If penetration is impeded because of the presence of rebar or other obstacles within the pavement, retract the drill bit with rotation. Reposition the Geoprobe approximately 1 ft from the original drilling location, and repeat the preceding steps to initiate drilling at the new location.
9. Upon penetration of the surface, retract the drill bit with rotation. Measure and record the actual drilled depth in the project logbook.
10. Immediately following the withdrawal of the drilling bit from the completed pavement boring, insert the inlet extension tubing of the PID meter to a level just above the surface of the soil exposed at the bottom of the boring.
11. Operate the PID inlet sampling pump for a sufficient period (based on the calculated volume of the inlet extension tubing) to completely flush the inlet tubing.
12. Continue to operate the PID inlet pump for 1 min. Record the highest concentration value observed in the project logbook.

5.4 Decontamination

1. Decontaminate or remove and replace the PID inlet extension tubing if the instrument is to be used for readings at additional locations.
2. Disassemble the drill steel and bit assembly, and decontaminate as necessary if the equipment is to be used for the drilling of additional locations.
3. Install the drill steel and bit assembly on the hydraulic hammer before repeating the steps in Section 5.3 at additional locations.

6.0 References

Not applicable.

7.0 Related Procedures

- SOP AGEM-02, Sample and Document Management
- SOP AGEM-09, Soil Sampling
- SOP AGEM-10, Groundwater Sampling
- SOP AGEM-16, Equipment Decontamination
- SOP AGEM-17, Handling, Packing, and Shipment of Samples in the Field

- SOP AGEM-18, Handling and Disposal of Investigation-Derived Waste
- SOP AGEM-25, Geoprobe Operations
- SOP AGEM-28, Field Measurements and Photoionization Detector Operation
- SOP AGEM-34, Sub-Slab Soil Vapor Sampling for Vapor Intrusion Applications

8.0 Revision History

Rev. No.	Date	Section	Changes	Previous Rev. Date
0	09/06/2007	All	New SOP	None
1	07/16/2009	All	Formatted according to EVS SOP 5.0.1	09/06/2007

Supplement 1:

Property Ownership and Related Records

TABLE S.1 Montgomery City property documentation.

	Date	Item	Description	No. of Pages
<i>Montgomery County Fair Society Property</i>				
1	9/19/1906	Articles of incorporation	The Montgomery County Fair Association was incorporated in 1906, with 8 original shareholders, for a period of 50 yr.	3
2	6/25/1948	Application for pro forma decree of incorporation	Circuit Court decree of amendment to the articles of incorporation to establish the Montgomery County Fair Society as a perpetual association.	3
3	3/19/1949	Warranty deed, with statutory acknowledgements	Transfer of 40 acres from Daniel H. and Golda Ann Davis to the Montgomery County Fair Society — described as 20 acres in the northern half of the SW qtr of the SE qtr and 20 acres in the southern half of the NW qtr of the SE qtr, all in Section 32, Township 49 North, Range 3 West — for \$1.	1
4	3/29/1974	Quit claim deed	Transfer of 0.22 acres from McGraw-Edison Company to the Montgomery County Fair Society, described as part of the SW qtr of the SE qtr of Section 32, Township 49 North, Range 3 West, for \$1. Property dimensions provided in detail.	2
5	12/23/1981	Quit claim deed	Transfer of 0.63 acres from Montgomery City Chamber of Commerce to the Montgomery County Fair Society, described as part of the southern half of the SW qtr of the SE qtr of Section 32, Township 49 North, Range 3 West, for \$10. Property dimensions provided in detail.	1
6	6/17/1985	Application for decree amending charter	Circuit Court decree of amendment to articles of incorporation, establishing the Fair Society as a charitable corporation.	4
7	5/31/1989	Deed of trust	Mortgage filed in Book 312, page 636, for 37.34-acre fairgrounds property.	2
8	9/17/1992	General warranty deed	Transfer of fractional Lot 13 fronting Wentz Street from George and Patricia Barley to the Montgomery County Fair Society for \$1. Property dimensions described in detail.	1
9	9/17/1996	Future advance deed of trust	Mortgage filed in Book 374, page 295, for 37.34-acre fairgrounds property.	7
10	1/28/2000	Full deed of release	The Montgomery County Fair Society (borrower) is released from its mortgage to the Bank of Montgomery County (lender), dated 9/17/1996 (above), as recorded in Book 374 on page 295. Real estate held under the mortgage was the 37.34-acre tract located in the southern half of Section 32, Township 49 North, Range 5 West.	2
11	12/15/2001	Deed of trust	Mortgage filed in Book 453, page 502, for 37.34-acre fairgrounds property.	8
12	2/11/2002	Full release of deed of trust	Release of mortgage filed in Book 349, page 48.	3
13	7/3/2003	Real estate deed of trust	Mortgage filed in Book 494, page 30, for 37.34-acre fairgrounds property.	9
14	11/26/2004	Real estate deed of trust	Mortgage filed in Book 530, page 343, for 37.34-acre fairgrounds property.	9
15	12/8/2004	Full deed of release	Release of mortgage dated 12/15/2001 (above), filed in Book 453, page 502.	3
16	3/30/2005	Deed of release	Release of mortgage dated 7/3/2003 (above) filed in Book 494, page 30.	2
17	1/18/2006	Quit claim deed	Transfer of fractional Lot 14 and fractional Lot 13 from the City of Montgomery to the Montgomery County Fair Society for \$10.	2

TABLE S.1 (Cont.)

	Date	Item	Description	No. of Pages
<i>Montgomery County Fair Society Property (cont.)</i>				
18	9/1/2006	Real estate deed of trust	Mortgage filed in Book 574, page 619, for 37.34-acre fairgrounds property.	9
19	8/30/2007	General warranty deed	Transfer of 0.99-acre parcel and 0.05-acre parcel from BKK Investments to the Montgomery County Fair Society for \$1.	4
20	9/6/2007	Quit claim deed	Transfer of 1.02-acre parcel and 0.05-acre parcel from Montgomery County to the Montgomery County Fair Society for \$10.	2
21	5/6/2008	Real estate deed of trust	Mortgage filed in Book 609, page 474, for 37.34-acre fairgrounds property.	10
22	5/13/2008	Full deed of release (corporation)	Release of mortgage dated 11/26/2004 (above), filed in Book 530, page 343.	2
23	5/13/2008	Full deed of release (corporation)	Release of mortgage dated 9/1/2006 (above), filed in Book 574, page 619.	2
<i>CCC/USDA Grain Storage Facility (within the Fairgrounds Property)</i>				
24	9/1/1949	CCC/USDA lease	The USDA/Montgomery County Agricultural Conservation Association, predecessor to the CCC, leased approximately 61,750 ft ² of land from the Montgomery County Fair Society for 5 yr from 9/1/1949 to 10/1/1954. The property is described as the fractional portion of the NE half of the SE qtr of Section 32, Township 49 North, Range 5 West. (Note an apparent discrepancy in the description Plat Maps and aerial photos indicate that the former bin site straddled the boundary between the northern half of the SW qtr and the southern half of the NW qtr of the SE qtr of Section 32.) By agreement, the lease could be extended for two additional 5-yr terms.	2
25	3/1/1950	CCC/USDA lease expansion	The Montgomery County Agricultural Conservation Association expanded its leased property, leasing an additional 13,750 ft ² from the Montgomery County Fair Society for 4 yr, from 3/1/1950 to 10/1/1954 (same ending date as the initial lease). The leased property was expanded by a parcel 110 ft x 135 ft at the southwest corner of the original property. By agreement, the lease could be extended for two additional 5-yr terms.	2
26	4/14/1963	Aerial photo	Photo ID TL-1CC-182L shows the maximum extent of the former CCC/USDA grain storage facility, with 3 rectangular grain storage buildings and 33 circular bins arranged in a double row extending northward from the rectangular buildings.	1
27	5/25/1964	CCC/USDA lease extension	The CCC/USDA extended its lease of 1.7 acres (61,750 ft ² plus 13,750 ft ²) from the Montgomery County Fair Society for the 5-yr period from 10/1/1964 to 9/30/1969. Filed for the record on 6/8/1964.	2

TABLE S.1 (Cont.)

	Date	Item	Description	No. of Pages
<i>CCC/USDA Grain Storage Facility (within the Fairgrounds Property) (cont.)</i>				
28	10/1/1966	CCC/USDA lease termination	Lease of 1.7 acres from the Montgomery County Fair Society was terminated by agreement dated 8/1/1967 between the Montgomery County Fair Society and the CCC/USDA . By agreement, further restoration of the property (i.e., removal of Quonset huts) was unnecessary.	2
29	9/26/1969	Aerial photo	Photo ID TL-4KK-54L shows only 3 rectangular storage buildings remaining at the site. Subtle shadows indicate a rounded roof profile for the rectangular buildings, characteristic of Quonset huts. Traces of disturbed ground and possibly one or more bin foundations remain where the circular bins were once located. One of the city's 3 water towers has been constructed directly west of the Quonset huts.	1
30	1980	Aerial photo	Pronounced shadows confirm the rounded roof profile of the rectangular structures characteristic of Quonset huts.	1
31	4/13/1995	Aerial photo	Photo ID NAPP-8501 (number hard to read). By 1995, the Quonset buildings had been removed, and a grass parking area with partially graveled roads had been established north of the former Quonset building foundations. The western portion of the parking area overlay the northern portion of the former circular bin array.	1
<i>CCC/USDA Grain Storage Facility #2 (Northwestern Portion of Montgomery City)</i>				
32	6/28/1954	CCC/USDA lease (second site)	The USDA Agricultural Stabilization and Conservation Service (ASCS), predecessor to the CCC, leased 2.3 acres of land from Frank and Estelle Schwaebe for 5 yr, from 6/28/1954 to 6/27/1959. The property is described as part of the SE qtr of the SE qtr, Section 30, Township 49 North, Range 5 West.	2
33	11/4/1968	CCC/USDA lease extension (second site)	The USDA ASCS continued its lease of 2.3 acres of land from Frank and Estelle Schwaebe for the 5-yr period from 6/28/1969 to 6/27/1974. No lease documentation was found for the 1959-1969 period following the initial 1954-1959 lease.	2
34	7/30/1974	CCC/USDA lease termination (second site)	Lease of 2.3 acres from Frank & Estelle Schwaebe by the CCC/USDA was terminated.	2
35	9/5/2007	Aerial photo	Photo ID ortho_1-1_1n_s_mo139_2007_1. Recent configuration of former CCC/USDA property and surroundings.	1

divided into Three Hundred Shares of the par value of \$25.00 each. That the same has been bona fide subscribed and that all thereof has actually been paid up in lawful money of the United States, which is in the custody of the persons hereinafter named as the first Board of Directors.

Fourth: The names, places of residence of the several share holders and the number of shares of stock subscribed by each are as follows:

- W. W. Worley, Montgomery City, Mo..... 38 Shares.
- R. S. Paul, Montgomery City, Mo..... 37 Shares.
- A. B. Lail, Montgomery City, Mo..... 38 Shares.
- E. P. Rosenberger, Montgomery City, Mo..... 37 Shares.
- John Martin, Montgomery City, Mo..... 38 Shares.
- ~~Thos.~~ ^{Thos.} Owings, Montgomery City, Mo...??..... 37 Shares.
- Porter Taylor, Montgomery City, Mo. 38 Shares.
- Eugene Pegrarn, Montgomery City, Mo..... 37 Shares.

Fifth: The Directory of the Company shall be composed of Five Share-Holders and the names of ~~XXXXXXXXXX~~ those agreed up on as Directors for the first year are W. W. Worley, E. P. Rosenberger, R. S. Paul, A. B. Lail and John Martin.

Sixth: The Company shall continue for a term of Fifty years.

Seventh: The Company is formed for the following purposes: To encourage and promote agriculture and horticulture. To encourage and promote the breeding of live-stock, including horses, cattle, sheep, mules, goats and swine.

To establish, erect and maintain fair Grounds, and to do and perform all those things incident and necessary in carrying out a County Fair, to the end that the General interest of Montgomery County may be the better improved thereby.

In Testimony ~~Whereof~~ Whereof, we have hereunto set our hands this 19th day of September 1906.

- E. P. Rosenberger,
- A. B. Lail.
- Thos. Owings.
- Jno. J. Martin.
- E. B. Pegrarn.
- Porter C. Taylor.
- R. S. Paul.
- W. W. Worley.

State of Missouri,)
) :SS.
County of Montgomery,)

Be it Remembered, that on this 19th day of September 1906, before me personally appeared W. W. Worley, E. P. Rosenberger, R. S. Paul, A. B. Lail, John Martin, ~~Thos.~~ ^{Thos.} Owings, Porter Taylor and Eugene Pegrarn, who are known to me to be the persons described in and who executed the foregoing instrument of writing and whose names appear as parties thereto; and they severally acknowledge to me that they executed the same as their free act and deed for the purposes therein named.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal.
Done at office in Montgomery City, September 19, 1906.

My term expires April 19, 1910.

(SEAL)

Lena M. Brelsford,
Notary Public.

Filed for Record this 19th day of September A. D. 1906 at 3 o'clock 30 minutes P. M.

Lena M. Brelsford Recorder.

Deed.

This Deed, Made and entered into this Sixteenth day of March Eighteen Hundred and Fifty Four, by and between Calvin Morgan and Virginia Morgan his wife, of the County State of Tennessee of Maury, parties of the first part, and William T. Christy, of the County of St. Louis, and State of Missouri, party of the second part. Witnesseth, that the said parties of the first part, for and in consideration of the sum of Three Thousand Three Hundred and Eighteen Dollars, to them in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, have remised, released and quit claimed, and by these presents do remise, release and forever quit claim unto the said party of the second part, his heirs and assigns, an undivided one half of an undivided one half, that is to say, an undivided one fourth of the whole of the following described tracts or parcels of land lying and being in the County of Montgomery and State of Missouri, to wit:

The West half of Lot No. Two of the North West Quarter of Section Five, Township Forty Seven North, Range Four West, containing Fifty Seven $03/100$ acres.

The South West Quarter of the South East Quarter - And the South East Quarter of the South West Quarter of Section Eleven, containing Eighty acres, lying and being in Township Forty Seven North Range Five West.

Lot No. One of the North West Quarter of Section Eighteen, Township Forty Eight North Range Three West, containing Eighty acres.

The South West Quarter - And Lot No. One of the North West Quarter - And West half of the South East Quarter - And Lot No. One of the North East Quarter - And Lot No. Two of the North East Quarter - And Lot No. Two of the North West Quarter of Section Five containing Five Hundred and Sixty acres more or less.

The East half of Lot No. Two of the North East Quarter - And South West Quarter and South East Quarter of Section Six containing Three Hundred and Fifty Five $02/100$ acres more or less.

The North West Quarter - And South West Quarter of Section Seven containing Three Hundred and Twenty One acres.

The South East Quarter of the South East Quarter of Section Eleven, containing Forty acres.

The West half of the South West Quarter - And North East Quarter of the South West Quarter - And West half of the South East Quarter - And South East Quarter of the North East Quarter of Section Twelve, containing Two Hundred and Forty acres.

The North half of the North West Quarter of Section Thirteen, containing Eighty acres.

The North half of the North East Quarter - And North half of the South East

PETITION

Your Petitioners, the Undersigned, hold the offices of President, Vice-President, Secretary, Financial Secretary, and Treasurer of the Montgomery County Fair Society of the City of Montgomery, Montgomery County Missouri, represent that they, in connection with others, have associated themselves together, by the articles of agreement, in writing as an association for the following purposes;

A. For the purpose of encouraging, promoting and teaching the scientific and beneficial improvements in the breeding, raising and care of all kinds of livestock and poultry;

B. To the teaching and encouraging the scientific raising and improving of all agriculture and garden products and to ascertain and encouraging the proper planting and raising of adaptable field crops and to assist in soil conservation and erosion movements;

C. To encourage the above precepts and purposes by the holding and giving of fairs, contests, exhibitions, shows and displays; and by awarding gifts and prizes to those deemed proficient in any contest held for the promotion of any of the above purpose;

D. To acquire by purchase, gift, lease, devise or other means, real and personal, and to hold, improve, maintain and manage the same. All of such acquisitions and management of any such property to be for the purposes of carrying out the objects of the Association as set forth above.

Your Petitioners beg to submit herewith said written articles of agreement and pray that a pro forma decree of incorporation may be granted thereon, and constituting them a body corporate and politic by the name designated in pursuance of the Statutes in such cases made and provided.

W. A. Wilson
President

Murray C. Colbert
Vice-President

G. M. Wright
Secretary

Walter Farnen
Financial-Secretary

W. D. McQuie
Treasurer

ARTICLES OF ASSOCIATION

OF

THE MONTGOMERY COUNTY FAIR SOCIETY

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, have this day entered into and executed the following Articles of Association for an in behalf of, and by the direction and authority of said organization given at a regular meeting held for the purpose of forming a body corporate and politic as provided by Chapter 33, Article 10 of the Revised Statutes of Missouri, for the year 1939, and the amendments thereto.

ARTICLE I.

The name of this Association shall be THE MONTGOMERY COUNTY FAIR SOCIETY.

ARTICLE II.

It's location shall be in Montgomery City, Montgomery County, Missouri.

ARTICLE III.

It's duration shall be perpetual.

ARTICLE IV.

This Association is formed for the following objects and purposes;

1. To encourage, promote and teach the scientific and beneficial improvement in the breeding, raising and care of all kinds of livestock and poultry.

2. To teach and encourage the scientific raising and improvement of all agriculture

adaptable field crops; and to assist in soil conservation and erosion movements.

3. To encourage the above precepts and purposes by the holding and giving of fairs, contests, exhibitions, shows and displays; and by awarding of gifts and prizes to those deemed proficient in any contest held for the promotion of any of the above purposes;

4. To acquire by purchase, gift, lease, devise or other means, real and personal property, and to hold, improve, maintain and manage the same. All of such acquisitions and management of any such property to be for the purpose of carrying out the objects of the Association as above set forth.

ARTICLE V.

This Association shall have the power to prescribe the qualifications of its members and officers; and to provide for duties, removal, suspension and reinstatement of members and officers; and to make such by-laws, rules and regulations for the government of the Association which it may deem necessary and desirable, and to modify, repeal, change and enforce said by-laws, rules and regulations, and to levy and collect such dues from its members as its by-laws may prescribe.

IN TESTIMONY WHEREOF, We have hereunto set our hands this 12th day of June, 1948.

W. A. Wilson
W. A. Wilson
President

Murray C Colbert
Murry C. Colbert
Vice-President

G. M. Wright
G. M. Wright
Secretary

Walter Farnen
Walter Farnen
Financial-Secretary

W. D. McQuie
Walter McQuie
Treasurer

Filed June 18 1948

Alden M. McKelvey
Clerk.

Filed for record this 25th. day of June, 1948, at 4 o'clock P. M.

Alden M. McKelvey
Recorder

By B. A. Reed Deputy.

QUIT-CLAIM DEED

14

THIS INDENTURE, made on the 29th day of March, 1974, between MCGRAW-EDISON COMPANY, a Delaware corporation, having its principal place of business at 333 West River Road, Elgin, Illinois, Party of the First Part, and THE MONTGOMERY COUNTY FAIR SOCIETY, a non-profit, pro forma decree corporation of the State of Missouri, having its principal place of business in Montgomery County, Missouri, Party of the Second Part,

W I T N E S S E T H :

The said Party of the First Part, in consideration of the sum of one dollar and other valuable considerations, to it paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does, 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, State of Missouri, to-wit:

A 0.22 acres tract of land being part of the southwest quarter of the southeast quarter of Section 32, Township 49 North, Range 5 West, and being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest quarter of the Southeast quarter of said Section 32, thence with the West line of the Southeast quarter of said Section, South $0^{\circ} 32'$ East, 538.6 feet to a point, thence South $88^{\circ} 55'$ East, 185.50 feet to a point, thence South $49^{\circ} 49'$ East, 340.5 feet to the point of beginning of the tract herein described, thence South $49^{\circ} 49'$ East, 63.6 feet to a point, thence South $1^{\circ} 53'$ West, 169.20 feet to a point, thence South $89^{\circ} 22'$ West, 50.0 feet to a point, thence North $1^{\circ} 53'$ East, 210.8 feet to the point of beginning.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereunto belonging, unto the said Party of the Second Part, and its successors and assigns forever; so that neither the said Party of the First Part, nor its successors, nor any other person or persons for it 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 the said Party of the First Part has caused these presents to be signed by its Vice President and its corporate seal, attested by its Assistant Secretary, to be hereto affixed, the day and year first above written.

(Corporate Seal)

McGRAW-EDISON COMPANY

By [Signature]
VICE President

ATTEST:
[Signature]
Assistant Secretary

State of Illinois }
County of Cook } SS.

On this 29th day of March, 1974, before me appeared Thomas McKay, Jr., to me personally known, who, being by me duly sworn, did say that he is Vice President of McGraw-Edison Company, a corporation of the State of Delaware, 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 Thomas McKay, Jr. 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 in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My commission expires: October 23, 1976

-2-

NOTARY PUBLIC
COOK COUNTY

Filed for record this 5th day of April, 1974, at 1 o'clock and 57 minutes.
[Signature] Recorder, By [Signature] Deputy.

IN MY OFFICE AT

4 o'clock 15 min. P.M.

DEC 23 1981

CALVIN G. WINTER
Cir. Clk. & Ex-Officio Recorder
Montgomery County, Mo.

5

THIS INDENTURE, Made on the 23rd day of Dec -
A. D. One Thousand Nine Hundred Eighty-one by and between
Montgomery City Chamber of Commerce

of the County of Montgomery and State of Missouri part y, of the First Part, and
Montgomery County Fair Board

of the County of Montgomery, in the State of Missouri, part y of the Second part (mailing address of said first named grantee is
c/o J. Ross Fleetwood, Montgomery City, Missouri 63361)

WITNESSETH, That the said party of the First Part in consideration of the sum of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION-----DOLLARS
to it 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, upon the terms herein provided 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 0.63 acres tract of land being part of the South half of the Southwest Quarter of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, and being more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 32, thence with the subdivision line, North 0° 09' West, 638.90 feet to the point of beginning of the tract herein described, thence continuing with the subdivision line North 0° 09' West, 25.00 feet to the Northeast corner of the South half of the Southwest Quarter of the Southeast Quarter of said Section 32, thence with the North line of said South half, North 89° 25' West, 1090.0 feet to a point, thence South 0° 09' East, 25.00 feet to a point, thence South 89° 25' East, 1090.0 feet to the point of beginning. Upon the conditions and terms that the Grantee shall maintain a chain link fence or a fence of the same or similar type as is now located on or near the East line of the land herein conveyed and in the event the Grantee fails so to do the premises shall revert to the Grantor herein.

(*This Deed of Quit-Claim being made in release of, and satisfaction for, a certain Deed dated the day of 19 : 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 successors upon the terms herein provided here and assigns, forever and forever.

IN WITNESS WHEREOF, the said part y of the First Part has hereunto set its hand the day and year first above written.
MONTGOMERY CITY CHAMBER OF COMMERCE
Signed and delivered in presence of us
ATTEST: Secretary by: [Signature] President

STATE OF MISSOURI)
COUNTY OF MONTGOMERY) ss.
On this 23rd day of Dec. 1981, before me personally appeared Brent Speight and Orlo Shroyer, to me personally known, who, being by me duly sworn, did say that they are the President & Secretary of Montgomery City Chamber of Commerce, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Montgomery City Chamber of Commerce, Inc., and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Brent Speight and Orlo Shroyer 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 said County and State the day and year first above written. My Commission Expires: 3-11-82
[Signature]
Notary Public

JUN 21 1985

CALVIN G. WINTER
Clk. & Ex-Officio Recorder
Montgomery County, Mo. *WST*

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, MISSOURI

In the Matter of the)
Application of the Montgomery)
County Fair Society for)
Decree Amending Charter.)

Number CV3-85-107CC

6

DECREE

Now on this 17th day of June, 1985, come Gene V. Eldringhoff, Brad Blickham, and Gary Heldt, as chief officers of The Montgomery County Fair Society, by and through their attorney, Walter D. McQuie, Jr., Montgomery City, Missouri, and submit to the Court an Amendment to its Articles of Agreement, together with a petition praying for a decree approving said amendment, and, it appearing to the Court that said petition has remained on file in the office of the Clerk of this Court for at least three days since it was first presented to the Court, and, the Court having duly examined the Articles of Agreement of said Corporation and said Amendment, and being fully advised in the premises, does adjudge and determine that said Articles of Agreement and said Amendment come properly within the purview of Title 23, Chapter 352, Missouri Revised Statutes, and are not inconsistent with the Constitution or laws of the United States or the State of Missouri.

THEREFORE, it is ORDERED, ADJUDGED, and DECREED by the Court that said amendment shall become and be a part of the charter of said corporation with the effect and validity as though originally incorporated in its charter, and that the charter of said The Montgomery County Fair Society shall henceforward be as amended, as set out on the copy thereof attached hereto as a part of this Decree.



Judge

ARTICLES OF ASSOCIATION
OF
THE MONTGOMERY COUNTY FAIR SOCIETY

ARTICLE I

The name of this Association shall be THE MONTGOMERY COUNTY FAIR SOCIETY.

ARTICLE II

Its location shall be in Montgomery City, Montgomery County, Missouri.

ARTICLE III

Its duration shall be perpetual.

ARTICLE IV

This Association is formed for the following objects and purposes:

1. To encourage, promote, and teach the scientific and beneficial improvement in the breeding, raising, and care of all kinds of livestock and poultry.
2. To teach and encourage the scientific raising and improvement of all agriculture and garden products and to ascertain and encourage the proper planting and raising of adaptable field crops, and to assist in soil conservation and erosion movements.
3. To encourage the above precepts and purposes by the holding and giving of fairs, contests, exhibitions, shows, and displays and by awarding gifts and prizes to those deemed proficient in any contest held for the promotion of any of the above purposes.
4. To acquire by purchase, gift, lease, devise, or other means, real and personal property, and to hold, improve, maintain, and manage the same. All of such acquisitions and management of any such property to be for the purpose of carrying out the objects of the association as above set out.

ARTICLE V

This Association shall have the power to prescribe the qualifications of its members and officers, and to provide for duties, removal, suspension, and reinstatement of members and officers, and to make such by-laws, rules, and regulations for the government of the Association which it may deem necessary and desirable, and to

modify, repeal, change, and enforce said by-laws, rules, and regulations, and to levy and collect such dues from its members as its by-laws may prescribe.

ARTICLE VI

1. PURPOSE: The Corporation is organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

2. INUREMENT OF INCOME: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

3. LEGISLATIVE OR POLITICAL ACTIVITIES: No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation and the corporation shall not participate in or intervene in (including publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

4. OPERATIONAL LIMITATIONS: Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

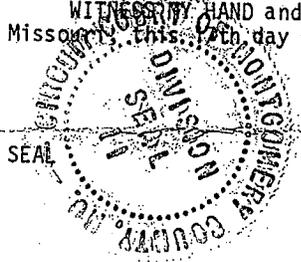
5. DISSOLUTION CLAUSE: Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section

501(c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as the Court shall determine, which are organized and operated exclusively for such purposes.

STATE OF MISSOURI)
COUNTY OF MONTGOMERY) SS

I, Nancy Ann Broadaway, Clerk of Division II in and for said County and State, hereby certify that the above is a true copy of the original DECREE, In Re: MONTGOMERY COUNTY FAIR SOCIETY, as the same appears on file in my office.

WITNESS MY HAND and the seal of said Court, done at office in Montgomery City, Missouri, this 21th day of June, 1985.



Nancy Ann Broadaway
Clerk of Division II

STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on the
21st day of
June 19 85 at the hour of
11 o'clock and 32 minutes A.M., and
recorded in Msc. Book 291
on page 222
Witness my hand and office seal
Calvin G. Winter, Circuit Clerk and Recorder
By *Paul Schaefer* Deputy

931

BOOK 312 PAGE 636

DEED OF TRUST

(With Future Advances and Future Obligations Governed by Section 443.055 RSMo.)

DEED OF TRUST made this 31 day of May 19 89, by and between MONTGOMERY COUNTY FAIR SOCIETY, INC., A MISSOURI CORPORATION whose address or principal place of business is P.O. BOX 11, Montgomery City, Missouri 63361 (hereinafter referred to as "Grantor" whether one or more), and David K. Dowling

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Montgomery of the County of and First Bank, State of Missouri (hereinafter referred to as "Trustee"), a banking corporation with its office at 105 N. Sturgeon, Montgomery City, Missouri 63361 Missouri (hereinafter referred to as "Bank"):

WITNESSETH:

Grantor in consideration of the loan hereinafter specified and any future advances or future obligations which may hereafter be advanced or incurred and the trust hereinafter mentioned and the sum of One Dollar (\$1.00) to it paid by the Trustee, the receipt and sufficiency of which are hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm unto the Trustee the following described real estate situated in County of Montgomery, State of Missouri:

For legal description, see attached exhibit "A", which is made a part hereof by reference.

A partial deed of release of this deed of trust filed for record 18 day of Oct 19 83 and recorded in book 317 page 593 Patricia Bufka Recorder By Reta Hemby Deputy

FILED FOR RECORD IN MY OFFICE AT 9 o'clock 30 min. A.M. JUN 07 1989 PATRICIA BUFKA Clr. Clk. & Ex-Officio Recorder Montgomery County, Mo.

First Bank 2302

TOGETHER with all and singular any and all buildings and improvements now or hereafter situated thereon, and all tenements, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto, and the reversions, remainders, rents and profits thereof; and all the right, title, and interest of Grantor in and to the land lying in any street, road, avenue, alley or right-of-way in front of or adjoining said premises and all the strips and gores of land adjacent to or adjoining said premises and any and all easements appurtenant to said premises. Also together with all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever now or at anytime hereafter acquired, affixed, attached or annexed to said premises and all replacements or renewals thereof, which include, but are not limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, refrigerators, ranges, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, water heaters, elevators, conveyors, escalators, freezers, communication systems, irrigation equipment, wells, pumps, pipelines, signs and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning, sprinkling and incinerating equipment of whatsoever kind and nature, all of which are hereby declared to be and shall be deemed to be fixtures and accessory to the freehold, and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them.

All of the property described hereinabove, whether real, personal or mixed, together with any and all additional interests therein, whether now owned hereafter acquired, shall be security for each indebtedness and obligation hereinafter mentioned and shall be subject to the lien of this Deed of Trust and shall hereinafter be referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD THE SAME, together with all the rights, hereditaments and appurtenances, in anywise appertaining or belonging thereto, unto the Trustee and his successors forever, in trust, however, for the uses and purposes hereinafter set forth:

MOREOVER, in further consideration Grantor does for Grantor and Grantor's heirs, representatives, grantees, successors and assigns, hereby expressly warrant, covenant, and agree to and with Bank and Trustee and their successors and assigns as follows:

TITLE OF GRANTOR

Grantor is lawfully seized of the Mortgaged Property in fee simple absolute and has good right and lawful authority to convey the same subject only to encumbrances, easements, reservations and restrictions of record. Grantor shall keep the Mortgaged Property free from all other liens and claims of every kind, whether statutory or otherwise, and protect the title and possession thereof. Grantor agrees, at the request of Bank, from time to time, to execute any further assurances of title and to provide Bank with such evidence thereof as Bank shall request.

SECURED INDEBTEDNESS AND OBLIGATIONS

This Deed of Trust is given to secure (a) that certain promissory note dated May 31, 1989 executed by Montgomery County Fair Society, Inc., a Missouri corporation payable to the order of Bank in the principal amount of Forty eight thousand and no/100 Dollars (\$ 48,000.00) bearing interest as specified in said note, containing an attorneys' fee clause, with principal and interest payable as specified in said note and maturing on May 31, 1998 (the "Note"); (b) all indebtedness and obligations arising pursuant to the provisions of this Deed of Trust or any other agreement now or hereafter given in connection with or as security for the Note; (c) for payment of any sum or sums of money which may hereafter be payable by Grantor to Bank under any note or agreement (including any notes or agreements that renew, extend or otherwise modify any obligation of Grantor to Bank and any guaranty of obligations of other parties given the Bank by Grantor or any one of them if more than one) hereafter executed by Grantor which refer specifically to the Note or this Deed of Trust; (d) the payment of any sum or sums of money (other than those referred to in clause (c) hereof) which may hereafter be loaned or advanced by Bank to Grantor, or which Grantor may hereafter become obligated to pay Bank whether by reason of Grantor's account with Bank, in respect of obligations incurred or monies advanced or paid to or for the use of Grantor, or charges incurred on its account, or in respect instruments drawn, accepted, guaranteed or endorsed by Grantor or on its behalf and discounted or paid or held by Bank either at Grantor's request; in the course of business, together with interest thereon as therein provided, whether evidenced by note, check, receipt, book account, overdrafts, any other liability as endorser or guarantor on any other indebtedness hereafter due to the Bank, excluding any such sum which if secured hereby would cause the rate of interest being charged on such sum to be usurious under any federal or state law; (e) the performance and observance of each and every term, covenant, condition, and agreement of the Note and this Deed of Trust and every other agreement now or hereafter given in connection with or as security for the Note, including, but not limited to, any loan agreement, construction loan agreement, commitment or application; and (f) any and all extensions, renewals or modifications and successive extensions, renewals or modifications of the Note or any other instrument now or hereafter evidencing the indebtedness secured hereby, and interest thereon as provided in such extension, renewal or modification. All matters described in clauses (a) through (f) are hereinafter collectively referred to as the "Secured Indebtedness." It is expressly understood that any advances made or obligations incurred under clauses (c) and (d) hereof shall be optional with the Bank and may be made or incurred and from time to time repaid and again made or incurred. The total amount outstanding at any one time which is secured by this Deed of Trust, excluding any interest and any amounts advanced by Bank for the protection of the security interest herein granted or amounts advanced or obligations incurred or guaranteed for the completion of a contemplated improvement under a construction loan agreement, shall not exceed One Hundred Thousand and 00/100 Dollars (\$ 100,000.00) and any such amount not made or advanced within ten (10) years from the date hereof shall not be secured by this Deed of Trust. This Deed of Trust, including any advances under clauses (c) and (d) hereof and any obligations and liabilities which are the subject of any guaranty secured hereby, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date hereof.

Exhibit "A" to deed of trust dated May 31, 1989 wherein Montgomery County Fair Society, Inc., is grantor.

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the south half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0° 36' East, 639.31 feet to a point, thence South 88° 55' East, 185.50 feet to a point, thence South 49° 49' East 340.40 feet to a point, thence South 1° 54' West, 210.81 feet to a point, thence South 89° 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36° 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 39° 25' East, 103.03 feet to a point, thence South 0° 07' East, 25.00 feet to a point, thence South 89° 25' East, 1090.0 feet to a point, thence North 0° 07' 17" West, 1365.89 feet to a point, thence North 89° 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

00841 333 PAGE 244

No. 788

GENERAL WARRANTY DEED

STANDARD-HANNIBAL, MO.

8

STATE OF MISSOURI,
COUNTY OF
Montgomery

ss. IN THE
RECORDER'S
OFFICE

THIS DEED, Made and entered into this 17th day of
September, 19 92, by and between

I, Patricia Bufka, Recorder of
said County, do hereby certify that the within instrument of writing
was at 11 o'clock and 12 Minutes A. M., on the
23 day of September, A. D.,
19-92 duly filed for record in my office, and is recorded in the
records of this office, in Book 333, at page 244.
IN WITNESS WHEREOF, I have hereunto set my hand and af-
fixed my official seal at Montgomery City,
Missouri, this 23 day of September,
A. D., 19-92.

George M. Barley and Patricia A. Barley, his wife,

of the County of Montgomery State of
Missouri party or parties of the first part and

Montgomery County Fair Society

Patricia Bufka Recorder
By: Gita Gahner Deputy

of the County of Montgomery State of
Missouri party or parties of the second part.

Montgomery City, MO. 63361)

(mailing address of said first named grantee is
WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dallar and other valuable con- siderations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Montgomery and State of Missouri, to-wit:

Part of Fractional Lot 13 in the City of Montgomery which fronts upon Wentz Street and is described as follows: Beginning at the Southernmost corner of said Fractional Lot 13, thence Northwesterly along Wentz Street 78 feet to a point; thence Northeasterly and at a right angle to the last mentioned line to the Northeast line of said Fractional Lot 13; thence South to the Southeast corner of said Fractional Lot 13; thence Southwesterly along the Southeasterly line of said Fractional Lot 13 to the place of beginning, the above described tract being a strip 78 feet of even width off the entire Southeast side of said Fractional Lot 13.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and their heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

George M. Barley
Patricia A. Barley
George M. Barley
Patricia A. Barley

STATE OF MISSOURI,
COUNTY OF Montgomery

On this 17th day of September, 19 92,

before me personally appeared George M. Barley and Patricia A. Barley, his wife,

to me known to be the person or 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 aforesaid, the day and year first above written.

My term expires

11-13-1993



Walter D. McQuie, Jr. Notary Public.

36.00
Bank of Montg. County.

9

FUTURE ADVANCE DEED OF TRUST

STATE OF MISSOURI

THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 17, 1996
The grantor is MONTGOMERY COUNTY FAIR SOCIETY, INC., A MISSOURI CORPORATION
whose address is PO BOX 11, MONTGOMERY CITY, MO 63361
("Borrower"). The trustee is PHILIP J. YORK
whose address is 114 WEST HUDSON, WELLSVILLE, MO 63384
("Trustee").
The beneficiary is BANK OF MONTGOMERY COUNTY
, which is organized and existing under the laws of THE STATE OF MISSOURI
, and whose address is 810 N. STURGEON, MONTGOMERY CITY, MO 63361
("Lender").

CONVEYANCE - Borrower, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt defined below, grants, bargains, sells, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in MONTGOMERY County: **SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.**

which has the address of PO BOX 11, MONTGOMERY CITY
[Street] [City]
Missouri 63361 ("Property Address");
[Zip Code]

Together with all improvements now or hereafter built on the property, and all easements, appurtenances, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

- If checked, the following are applicable to, but do not limit, this Security Instrument:
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on land.
 - Fixture Filing.** Borrower grants to Lender a security interest in all goods that Borrower owns now or in the future and that are or will become fixtures related to the real property described above.
 - Crops; Timber; Minerals; Rents, Issues, and Profits.** Borrower grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program and Payment in Kind payments and similar governmental programs (all of which shall be included in the term "Property").
 - Personal Property.** Borrower grants to Lender a security interest in all personal property located on or connected with the real property described above. This includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Borrower owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the described real property, all of which shall be included in the term "Property." The term "Property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

WARRANTY OF TITLE - Borrower covenants that Borrower is lawfully seized of the estate here conveyed and has the right to mortgage, grant, bargain, sell, convey, and warrant the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MAXIMUM OBLIGATION LIMIT - This Security Instrument secures future advances and future obligations and is governed by the provisions of section 443.055 RSMo. Additional or future loans or advances are contemplated. However, nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. The total unpaid principal balance (exclusive of interest, attorneys' fees, paralegal fees, costs, and other legal expenses) secured by this Security Instrument at any one time shall not exceed the face amount of \$ 30,000.00. This limitation of amount does not apply to either advances made under the terms of this Security Instrument to protect Lender's security or to any future advances made or future obligations incurred under a construction loan instrument to enable completion of contemplated improvements, even if notice of termination has been given by Borrower pursuant to section 443.055 RSMo.

SECURED DEBT DEFINED - Borrower's "Secured Debt," which is secured by this Security Instrument, means and includes the following:

- (a) The promissory note(s), contract(s), guaranty(s) or other evidence of debt executed by Borrower listed below and all extensions, renewals, modifications or substitutions:

(b) All obligations Borrower owes to Lender, which now exist or may later arise relating to any deposit account agreement between them, including but not limited to liabilities for overdrafts.

(c) All future advances from Lender to Borrower or other future obligations of Borrower to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument. No future advance or future obligation will be secured by this Security Instrument unless the promissory note, contract, guaranty or other evidence of indebtedness under which such future advance or future obligation is incurred shall state on its face that it is secured by, and identifies by date of execution, this Security Instrument.

(d) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument, plus interest at the highest rate in effect from time to time provided for in the promissory note(s), contract(s), guaranty(s), or other evidence of debt.

(e) Borrower's performance under the terms of any instrument evidencing a debt by Borrower to Lender and any security instrument securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Security Instrument as Borrower, each Borrower agrees that this Security Instrument will secure all future advances and future obligations described above that are given to or incurred by any one or more Borrower, or any one or more Borrower and others.

COVENANTS - Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest, and any prepayment and late charges due under the Secured Debt.

2. Funds for Taxes and Insurance. Unless otherwise provided in a separate agreement, Borrower will not be required to pay to Lender funds for taxes and insurance as escrow items.

3. Payments. Borrower agrees to make all payments on the Secured Debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower, or for Borrower's benefit, will be applied as follows: First, to any amounts Borrower owes on the Secured Debt, exclusive of principal or interest; Second, to interest due; and Third, to principal. If partial prepayment of the debt occurs for any reason, it will not reduce or excuse any scheduled payment until the Secured Debt is paid in full.

4. Claims Against Title. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Unless otherwise provided in a separate agreement, Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this covenant and shall promptly furnish to Lender receipts evidencing the payments.

5. Insurance. Borrower agrees to maintain insurance as follows:

(a) Borrower shall keep the improvements now existing or hereafter built on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and where applicable, "lender loss payee clause." Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. Upon loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any payments on the Secured Debt or change the amount of the payments. If the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately before the acquisition.

(b) Borrower agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

(c) Borrower agrees to maintain rental loss or business interruption insurance, as required by Lender in an amount equal to at least coverage over one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

6. Prior Security Interests. Unless Borrower first obtains Lender's written consent, Borrower will not make or permit any changes to any prior security interests. Borrower will perform all of Borrower's obligations under any prior mortgage, deed of trust or other security agreement, including Borrower's covenants to make payments when due.

7. Inspection. Lender or its agents may, at its option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Borrower will in no way rely on its inspection. Borrower agrees that Lender shall be allowed, at its discretion, periodically to test and monitor the property for any Hazardous Materials as defined in this Security Instrument.

8. Property; Use of Property; Alterations. Borrower will keep the Property in good condition and make all repairs reasonably necessary. Borrower will give Lender prompt notice of any loss or damage to the Property. Borrower agrees to keep the Property free of noxious weeds and grasses. Borrower agrees not to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses that may be made of the Property or any part of the Property, without Lender's prior written consent. Borrower agrees to comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Borrower also agrees that the nature of the occupancy will not change without Lender's prior written consent.

Borrower agrees that no portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Borrower has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, if such personal property is replaced with other personal property of a value at least equal to the value of the replaced personal property, free from any title retention device, security agreement or other encumbrance. This limited right of removal shall not apply to fixtures of any kind. Any replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Borrower shall not partition or subdivide the Property without Lender's prior written consent.

9. Authority of Lender to Perform for Borrower. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or complete construction. Although Lender may take action under this covenant, Lender does not have to do so.

Any amounts paid by Lender to protect Lender's security interest shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance instead of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in covenant 1 or change the amount of such payments.

11. Leaseholds; Condominiums; Planned Unit Developments. As used in this covenant, the word "lease" shall mean "sublease" if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower will perform all required duties under the covenants, by-laws, or regulations of the condominium or planned unit development. Any lease will remain in full force and effect despite any merger of interests.

Borrower covenants and agrees to keep, observe and perform, and to require that the tenants comply with all provisions of any leases of the Property. If Borrower neglects or refuses to do so, then Lender may at its option enforce the lease in compliance with its terms. Nothing in this covenant will be construed to bind Lender to the performance of any lease provision or to otherwise impose liability upon Lender. Borrower agrees that Borrower may not lease the Property to a tenant that may introduce or release Hazardous Materials as defined in this Security Instrument to the Property in violation of any state or local environmental law. Borrower shall indemnify and hold Lender harmless from any and all liability, loss, or damage that Lender may incur by reason of any assignment under the covenants below to assign leases, and to assign rents and profits. Borrower agrees that Borrower will not consent to any lease assignment, subletting, modification, cancellation, or subordination affecting the Property without Lender's prior written consent.

12. Assignment of Leases. Upon Lender's request, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion.

13. Assignment of Rents and Profits. Notwithstanding any other provision contained in this Security Instrument, Borrower grants to Lender an absolute assignment of the rents and profits of the Property on the same date this Security Instrument is executed. Unless otherwise agreed in writing, Borrower may collect and retain the rents (not to exceed one month in advance) as long as Borrower is not in default. If Borrower defaults Lender may, at its sole discretion and as provided by law, take possession of the Property or have the court appoint a receiver and the receiver may take possession, and manage the Property, and collect the rents, income and profits. Lender is entitled to receive the rents and profits of the Property without taking possession of the Property. Any amounts collected shall be applied at the discretion of the Lender to:

- (a) payments on the Secured Debt as provided in the Security Instrument;
- (b) costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents;
- (c) any other necessary related expenses including Lender's court costs and attorneys' fees.

This assignment will not impose liability upon Lender for the operation and maintenance of the Property or for carrying out the lease terms before Lender has entered and taken possession of the Property.

14. Default. Borrower will be in default if any of the following occur:

- (a) If Borrower fails to make any payment when due or breaches any of the terms of the Secured Debt;
- (b) Breach of any covenants under this Security Instrument, any prior Security Instrument or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- (c) The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by any person or entity obligated on the Secured Debt;
- (d) The death, dissolution, appointment of a receiver, insolvency, or application of any debtor relief law to or of any person or entity obligated on the Secured Debt;
- (e) A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the Property is impaired;
- (f) A material adverse change in Borrower's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the Property or repayment of the Secured Debt;
- (g) If Lender is notified pursuant to section 443.055 RSMo that an election has been made to terminate the operation of this Security Instrument as security for future advances or future obligations;
- (h) Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

15. Remedies on Default; Acceleration; Power of Sale. In some instances, federal and state law will require Lender to provide Borrower with right to cure or mediation notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if the Borrower is in default.

At the option of the Lender, all or any part of the agreed fees and charges, principal, and accrued interest shall become immediately due and payable after giving notice if required by law, upon the occurrence of an event of default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Secured Debt, this Security Instrument and any related documents including without limitation, the power to sell the Property.

If there is a default and in addition to any other permitted remedy, Trustee shall at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to highest bidder for cash to convey absolute title free and clear of all right, title and interest of Borrower at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by sections 443.310, 443.320, and 443.325 RSMo as amended or the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver to the purchaser or purchasers a deed or deeds to the Property sold to convey absolute title, and after first paying all fees, charges, and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments, and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Borrower. Lender may purchase the Property. The recitals in any deed or deeds of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender and Trustee are entitled to all remedies provided at law or equity, whether expressly set forth or not.

16. Waiver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.

17. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of the "Due on Sale or Encumbrance" covenant below. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Secured Debt: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Debt without that Borrower's consent.

18. Hazardous Materials. As used within this Security Instrument, the term "Hazardous Materials" shall include, but shall not be limited to, the following:

(a) The terms "hazardous substance" and "pollutant or contaminant" as defined in 42 U.S.C. 9601 of the Comprehensive Environmental Response, Compensation, and Liability Act and any element, compound, mixture, solution, or substance designated pursuant to 40 C.F.R. 302.4;

(b) Any petroleum, crude oil, natural gas, liquefied natural gas, or synthetic gas of pipeline quality;

(c) The term "Hazardous waste" as defined in section 260.360 (9) RSMo and the regulations promulgated thereunder.

Borrower warrants and represents that best efforts in good faith have been made to disclose all knowledge or records regarding any Hazardous Materials that will be introduced or are present on the Property and that no Hazardous Materials have or will be handled or disposed of in any way on the Property by Borrower or any prior owner except those Hazardous Materials that have been identified by substance, location, and date on a Schedule attached to this Security Instrument. Borrower warrants and represents that no asbestos, asbestos containing materials, or polychlorinated biphenyl (PCB's) have been installed, used, incorporated into, located on, or disposed of on the Property. Borrower warrants and represents that no underground storage tanks are or were located on the Property except those tanks that have been identified by size, location, age, and substance contained on a Schedule attached to this Security Instrument. Borrower warrants and represents that the location of any public or private landfills or dumps of which Borrower has knowledge or records and that exist on the Property have been disclosed to Lender. Borrower agrees not to initiate or allow the creation of such a site on any of the Property unless Lender agrees to such a plan in writing.

Borrower warrants and represents that no enforcement actions are pending or threatened by any local, state, or federal authority and that Borrower will comply with all state and federal environmental laws. Borrower shall forward to Lender any communications received from any authority regarding violations or potential violations of laws relating to Hazardous Materials. In the event that Hazardous Materials are introduced or present on the Property Borrower agrees:

- (a) To remedy any condition of the Property caused by Hazardous Materials that are present now or introduced in the future that is or is likely to be in violation of local, state, or federal law;
- (b) To defend against any claims and to indemnify and hold Lender harmless for any liabilities Lender may incur because of the presence or introduction of any Hazardous Materials to the Property;
- (c) That collateral securing any other Secured Debt Lender may have with Borrower shall, at Lender's option, become collateral for the Secured Debt listed in this Security Instrument;
- (d) That at its discretion Lender may release this Security Instrument and in return Borrower will provide Lender with additional collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

19. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice of election to terminate the operation of this Security Instrument as security for future advances or future obligations shall be given to the Lender in a manner required by law. Any other notice to Lender provided for in this Security Instrument shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this covenant.

20. Due on Sale or Encumbrance. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these, except as follows.

The following events shall not cause the Secured Debt to be immediately due and payable:

- (a) The creation of a lien or other encumbrance subordinate to the Lender's security interest that does not relate to a transfer of rights of occupancy in the Property;
- (b) The creation of a purchase money security interest for household appliances;
- (c) Transfer by devise, descent, or operation of law on the death of a joint tenant by the entirety;
- (d) The granting of a leasehold interest of three years or less not containing an option to purchase;
- (e) A transfer to a relative resulting from the death of Borrower;
- (f) A transfer where the spouse or children of Borrower become the owner of the Property;
- (g) A transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the Property;
- (h) A transfer into an inter vivos trust in which Borrower is and remains a beneficiary and that does not relate to a transfer of rights of occupancy in the Property; or
- (i) Any other transfer or disposition described as not subject to a due on sale clause in regulations promulgated by the Office of Thrift Supervision (12 C.F.R. 591 et seq.).

For the purposes of the preceding paragraph, the term "Property" also includes any interest to all or any part of the Property; the word "transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract or any other method of conveyance of Property interest; the term "interest" includes, whether legal or equitable, any right, title, interest, claim, encumbrance or proprietary right, choate or inchoate, any of which is superior to the lien created by this Security Instrument.

This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released. Lender may impose conditions on such consent to transfer, sale, or encumbrance, including but not limited to, an additional fee, an adjustment in the interest rate, a modification in any term of the secured Debt or the payment plan, and an alteration in the prepayment privilege. Lapse of time or the acceptance of payments by lender after any such transfer shall not be deemed a waiver or estoppel of Lender's right to accelerate the secured debt.

21. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state of Missouri. In the event that any provision or clause of this Security Instrument or the Secured Debt conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Secured Debt that can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Secured Debt are declared to be severable.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Security Instrument is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Security Instrument and by applicable law.

24. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

25. Financial Reports and Additional Documents. Borrower will provide to Lender upon request, any financial statement or information Lender may deem necessary. Borrower warrants that all financial statements and information Borrower provide to Lender are or will be accurate, correct, and complete. Borrower agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve my obligations under the Secured Debt and Lender's lien status on the Property. If Borrower fails to do so, Lender may sign, deliver, and file such documents or certificates in my name and Borrower hereby irrevocably appoints Lender or its agent as attorney in fact to do the things necessary to comply with this provision.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

.....
Trustee (Only required in the City of St. Louis)
Lender
by:
(Only required in the City of St. Louis)

X *James Mills*
TREASURER JIM MILLS Borrower
X *Michael Stiles V.P.*
VICE PRESIDENT MIKE STILES Borrower

[Space Below This Line For Acknowledgment And Recording Data]

STATE OF MISSOURI

County of *Montgomery* of *Montgomery* SS:
On this *17th* day of *September*, before me personally appeared *James Mills*
and *Michael Stiles*

..... 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 official seal in the *Montgomery*
County, *Montgomery* and State aforesaid, the day and year first above written.

My term expires: *May 27th, 2000*



Kevin M. Walton
Notary Public

STATE OF MISSOURI

..... of SS:
On this day of, before me personally appeared

..... to me known to be the
person(s) 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 in the
..... and State aforesaid, the day and year first above written.

My term expires:

X
Notary Public

STATE OF MISSOURI

..... of SS:
On this day of, before me appeared

..... to me personally
known, who, being by me duly sworn did say that s/he is the
..... of

..... created and existing under the laws of
....., and that the seal affixed to foregoing instrument is the corporate seal
of said corporation (or association), and that said instrument was signed and sealed in behalf of said corporation (or association) by
authority of its board of directors (or trustees), and said
..... acknowledged said instrument to be the free act and deed of said corporation (or association).

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

My term expires:

.....
Notary Public

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0° 36' East, 639.31 feet to a point, thence South 88° 55' East, 185.50 feet to a point, thence South 49° 49' East 340.40 feet to a point, thence South 1° 54' West, 210.81 feet to a point, thence South 89° 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36° 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 39° 25' East, 103.03 feet to a point, thence South 3° 07' East, 25.00 feet to a point, thence South 89° 25' East, 1090.0 feet to a point, thence North 0° 07' 17" West, 1365.89 feet to a point, thence North 99° 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.



STATE OF MISSOURI
 COUNTY OF MONTGOMERY
 The foregoing instrument was filed for record in my office on the
 the 26 day of
September 1996 at the hour of
9 o'clock and 48 minutes a. M. and
 recorded in DEED Book 374
 on page 295
 Witness my hand and official seal
 Patricia Bufka, Circuit Clerk and Recorder
Patricia Bufka
 By Kathy Roeder Deputy
 HENRY M. ADKINS & SON, INC. • CLINTON, MO. A-1720

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FULL DEED OF RELEASE

WHEREAS, The grantor is Montgomery County Fair Society, INC., a Missouri Corporation whose address is PO Box 11, Montgomery City, Missouri 63361 ("Borrower"). The trustee is Phillip J. York whose address is 114 West Hudson, Wellsville, MO. 63384. The beneficiary is Bank of Montgomery County, which is organized and existing under the laws of the state of Mo. and whose address is 801 N Sturgeon, Montgomery City, Missouri, 63361 by a deed of trust, dated September 17, 1996, and recorded in the Recorder's office, in and for the County of Montgomery and State of Missouri, in Book 374 at page 295

conveyed to the trustee therein named, certain real estate, to secure the payment of certain note or notes in said deed described and set forth; and whereas, said deed of trust and note or notes has or have been FULLY paid and satisfied.

NOW, THEREFORE, the undersigned, present holder and legal owner of said deed of trust and note or notes, does hereby REMISE, RELEASE AND QUIT-CLAIM unto the present owners of said property, ALL of the real estate in said deed of trust described, situated in the County of Montgomery and State of Missouri, to-wit: A 37.34 acres tract of land being part of the South half of Section 32, Township 49 North Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of said section, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54 feet West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast Line of Sturgeon St., thence with said line, South 36 degrees 13' East. 331.70 feet to a point, thence departing Sturgeon Street, South 39 degrees 25 feet East. 103.03 feet to a point. Thence South Zero degrees 07' East. , 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degrees 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West. 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements: rights of way, conditions, restrictions and limitations of record.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this 28th day of January 2000

Bank of Montgomery County
Kristine M. Walton, Asst. Vice Pres.
Kristine Walton Assistant Vice Pres.

STATE OF MISSOURI } ss. On this 28th day of January 2000, before me personally appeared

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 by official seal in the and State aforesaid, the day and year first above written.

Jacque March
Notary Public
My term expires

STATE OF MISSOURI } ss. On this 19th day of December 2001

before me appeared
to me personally known, who, being by me duly sworn, did say that he is the

of
a Corporation of the State of Missouri, 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 acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires
Notary Public.

BOOK 0451 PAGE 0480

AFFIDAVIT OF HOLDER OF NOTES

STATE OF MISSOURI }
of } ss.

I, the undersigned
cestui que trust, or legal representative of the cestui que trust, in a Deed of Trust given by
to

and recorded in Book _____, Page _____, do solemnly swear that the note or notes named in said Deed of Trust
Has or have been paid and delivered to the maker thereof or his legal representative.

Subscribed and sworn to before me this _____ day of _____ 19____

My term expires _____ Notary Public

AFFIDAVIT OF OWNER OF PROPERTY

STATE OF MISSOURI }
of } ss.

I, the undersigned
maker or legal representative of the maker _____, of the note or notes secured by the Deed of Trust aforesaid do solemnly
swear that the following note or notes:

has or have been paid and cannot be produced, because lost or destroyed, and that said note or notes are not now in the
possession of any person having any lawful claim to the same.

Subscribed and sworn to before me this _____ day of _____ 19____

My term expires _____ Notary Public



FULL DEED OF RELEASE

FROM

TO

STATE OF MISSOURI
COUNTY OF MONTGOMERY

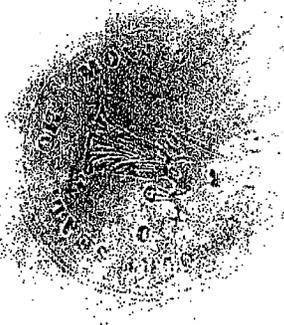
The foregoing instrument was filed for record in my office on
the _____ 20th _____ day of
December 20 01 at the hour of
3 o'clock and 02 minutes P. M., and
recorded in Deed Book 451
on page 479

Witness my hand and office seal
Patricia Guha, Circuit Clerk and Recorder
Patricia Guha

By _____ Deputy

First Bank
H. 02

BOOK 0453 PAGE 0502



STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on
the 18th

January 20, 02 at the hour of

10 o'clock and 56 minutes A.M., and

recorded in deed Book 453

on page 502

Witness my hand and office seal

Patricia Bufka, Circuit Clerk and Recorder

Patricia Bufka

Shila See Deputy

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RECORDER OF DEEDS CERTIFICATE

EXEMPT DOCUMENT

**This document has been recorded under exempt status pursuant
to RSMo 59.310.4 and this certificate has been added to your
document in compliance with the laws of the State of Missouri**

**This page has been added as the first page of your document-do not remove
this page**

RECORDATION REQUESTED BY:

FIRST BANK
 Montgomery City
 105 North Sturgeon
 Montgomery City, MO 63361

WHEN RECORDED MAIL TO:

FIRST BANK
 Montgomery City
 105 North Sturgeon
 Montgomery City, MO 63361

SEND TAX NOTICES TO:

FIRST BANK
 Montgomery City
 105 North Sturgeon
 Montgomery City, MO 63361

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST
 WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS
 GOVERNED BY SECTION 443.055 RSMO**

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$225000.00

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$225,000.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated December 15, 2001, among The Montgomery County Fair Society ("Grantor"); FIRST BANK, whose address is Montgomery City, 105 North Sturgeon, Montgomery City, MO 63361 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIRST LAND TRUSTEE CORP., whose address is 11901 OLIVE BOULEVARD, CREVE COEUR, MO 63141 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Montgomery County, State of Missouri:

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions, and limitations of record.

The Real Property or its address is commonly known as 700 South Sturgeon, Montgomery, MO 63361.

FUTURE ADVANCES. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$225,000.00.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem

appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Uisance, Waste. Grantor shall not cause, conduct or permit any uisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on

each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

TENANCY OF GRANTOR. By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and

Trustee hereby lets to Grantor the Property until the Indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled "Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part of the Property sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, then this trust shall cease and be void and the Property shall be released at the cost of Grantor's.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Deed of Trust.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Termination of Future Advances. Grantor's exercise of Grantor's rights under Mo. Rev. Stat. Section 443.055 (or any successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on future obligations.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue or out-cry to the highest bidder for cash, at the customary place for foreclosure sales within Montgomery County, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under the deed of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in this Deed of Trust; third, to Lender, all remaining Indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured by this Deed of Trust, unless prohibited by law, Grantor hereby promises and agrees to pay any deficiency thereon on demand, with interest.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the

power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Montgomery County, State of Missouri, State of Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Missouri. This Deed of Trust has been accepted by Lender in the State of Missouri.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Montgomery County, State of Missouri.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so

modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means FIRST BANK, and its successors and assigns.

Borrower. The word "Borrower" means The Montgomery County Fair Society, and all other persons and entities signing the Note in whatever capacity.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means The Montgomery County Fair Society.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means FIRST BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated December 15, 2001, in the original principal amount of \$223,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is December 15, 2002.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means FIRST LAND TRUSTEE CORP., whose address is 11901 OLIVE BOULEVARD, CREVE COEUR, MO 63141 and any substitute or successor trustees.

WAIVE JURY. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THE MONTGOMERY COUNTY FAIR SOCIETY

By: Jim Mitchell
Jim Mitchell, President of The Montgomery County Fair Society

Cont Fair Soc
By: Brian Houska
Brian Houska, Vice President of The Montgomery County Fair Society
Vice Pres Monty Co Fair

CORPORATE ACKNOWLEDGMENT

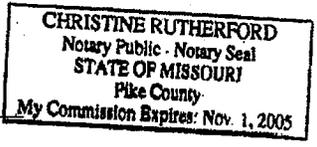
STATE OF Missouri)
)
County of Montgomery) SS
)

On this 15th day of December, 2001, before me appeared Jim Mitchell and Brian Houska of The Montgomery County Fair Society, to me personally known, who, being by me duly sworn, did say that they are President; Vice President of The Montgomery County Fair Society, respectively, and that on behalf of said corporation, by authority of its board of directors, said Jim Mitchell and Brian Houska of The Montgomery County Fair Society acknowledged said Deed of Trust to be the free act and deed of said corporation.

Christine Rutherford
Notary Public

ISEALI

My Commission expires:



First Bank
29.00

BOOK 0456 PAGE 0248



STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on
the 21st day of
February 2002 at the hour of
9 o'clock and 34 minutes A. M., and
recorded in deed Book 456
on page 248
Witness my hand and office seal
Patricia Bufka, Circuit Clerk and Recorder
Patricia Bufka
By Shel Deputy

(12)

Title of Document: FULL RELEASE OF DEED OF TRUST

Date of Document: FEBRUARY 11, 2002

Grantor(s): FIRST BANK

Grantors(s):
Mailing Address: P.O. BOX 790269, ST. LOUIS, MO. 63179-0269

Grantee(s): MONTGOMERY COUNTY FAIR SOCIETY, INC.

Grantee(s): P.O. BOX 11, MONTGOMERY CITY, MO. 63361

Legal Description: SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE.

Reference Book and Page(s): BOOK: 349 PAGE: 48

FULL DEED OF RELEASE

**WHEREAS, MONTGOMERY COUTNY FAIR SOCIETY, INC.
P.O. BOX 11, MONTGOMERY CITY, MO. 63361**

by a deed of trust dated SEPTEMBER 30, 1993 and recorded in the Recorders' office, in and for the COUNTY of MONTGOMERY and State of Missouri, in Book 349 Page 48 as conveyed to the trustee therein named, certain real estate, to secure the payment of certain note or notes in said deed described

and set forth; and whereas, said deed of trust and note or notes has or have been Fully paid and satisfied.

Now, therefore, the undersigned, present holder and legal owner of said deed of trust and note or notes. does hereby Remise, release and quit-claim unto the present owners of said property, all of the real estate in said deed of trust described, situated in the COUNTY of MONTGOMERY and State of Missouri, to-wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this 11TH day of FEBRAURY, 2002.



FIRST BANK

Dana Deidiker

DANA DEIDIKER, ASST. VICE PRESIDENT

On this 11TH day of FEBRAURY, 2002.

**STATE OF MISSOURI | ss.
County Of ST. LOUIS|**

before me appeared **DANA DEIDIKER**

to me personally known, who, being by me duly sworn, did say that he/she is the ASST. VICE PRESIDENT of First Bank a Corporation of the State of Missouri, 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 DANA DEIEIKER acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEROF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written

Deborah A. Bagot
Deborah A. Bagot Notary Public

LN#864983012838CR

My term expires

DEBORAH A. BAGOT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 23, 2002

EXHIBIT 'A'

A 37.34 ACRES TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 49, NORTH, RANGE 5 WEST, IN MONTGOMERY COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 0 DEGREES 36' EAST, 639.31 FEET TO A POINT THENCE SOUTH 88 DEGREES 55' EAST, 185.50 FEET TO A POINT, THENCE SOUTH 49 DEGREES 49' EAST 340.40 FEET TO A POINT, THENCE SOUTH 1 DEGREE 54' WEST, 210.81 FEET TO A POINT, THENCE SOUTH 89 DEGREES 22' WEST, 484.80 FEET TO A POINT IN THE NORTHEAST LINE OF STURGEON STREET, THENCE WITHSAID LINE, SOUTH 36 DEGREES 13' EAST, 331.70 FEET TO A POINT, THENCE DEPARTING STURGEON STREET, SOUTH 89 DEGREES 25' EAST, 103.03 FEET TO A POINT, THENCE SOUTH 0 DEGREES 07' EAST, 25.00 FEET TO A POINT, THENCE SOUTH 89 DEGREES 25' EAST, 1090.0 FEET TO A POINT, THENCE NORTH 0 DEGREES 07' 17" WEST, 1365.89 FEET TO A POINT, THENCE NORTH 89 DEGREES 15' 40" WEST, 1346.70 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A 1.02 ACRES TRACT CONVEYED TO THE COUNTY OF MONTGOMERY PER INSTRUMENT RECORDED IN BOOK 249 AT PAGE 484 OF THE MONTGOMERY COUNTY, MISSOURI RECORDER'S OFFICE. ALSO, EXCEPTING A 0.63 ACRES TRACT DESCRIBED IN THAT CERTAIN CONVEYANCE APPEARING OF RECORD IN MONTGOMERY COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 265 AT PAGE 695. SUBJECT TO ERASEMENTS, RIGHT OF WAY, CONDITIONS, RESTRICTIONS AND LIMITATIONS OF RECORDS.

First Bank

BOOK 494 OF 030



STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on
the 25th day of
July 2003 at the hour of
10 o'clock and 42 minutes a M., and
recorded in Deed Book 494
on page 30

13

Witness my hand and office seal
Sheila See, Recorder of Deeds

By Sheila See
Jim Rodger Deputy

State of Missouri

Space Above This Line For Recording Data

REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 07-03-2003
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: MONTGOMERY COUNTY FAIR SOCIETY INC., A MISSOURI CORPORATION
HIGHWAY 19 FAIRGROUNDS
MONTGOMERY CITY, MO 63361

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures,
addresses and acknowledgments. The Addendum is on page(s)

TRUSTEE: Kristine M Walton
728 North Sturgeon
Montgomery City, MO 63361

LENDER/GRANTEE: MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CORPORATION
723 N. STURGEON
MONTGOMERY CITY, MO 63361

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and
to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor
irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of Lender, with power of sale,
the following described property: (If the legal description of the Property is not on page one of this Security
Instrument, it is on page(s))
SEE PAGE 1.5

Jim Rodger KFC

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 26' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

The property is located in MONTGOMERY (County) at HIGHWAY 19 FAIRGROUNDS (Address) MONTGOMERY CITY, Missouri 63381 (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 20,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. PAYMENTS. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

Handwritten initials/signature and 'KFC' mark.

- A. To make all payments when due and to perform or comply with all covenants.
 B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 A. A beneficial interest in Grantor is sold or transferred.
 B. There is a change in either the identity or number of members of a partnership or similar entity.
 C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
 B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.
 No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.
 Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.



KFL

- 13. AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 14. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 15. DEFAULT.** Grantor will be in default if any of the following occur:
- A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
- 16. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.
- At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.
- If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.
- Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.
- All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

[Handwritten initials/signature]

17. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

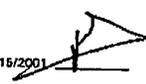
18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

KFC

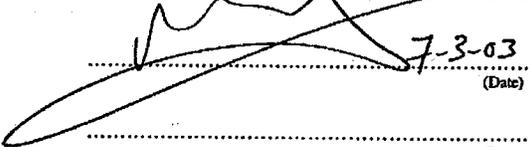
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 19. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 20. INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 21. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 22. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

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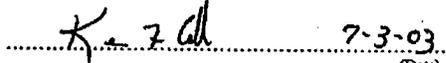
- 23. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 24. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by Mo. Rev. Stat. § 443.055 and the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 25. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 26. **LEASE OF THE PROPERTY.** Trustee hereby leases the Property to Grantor until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Grantor, and every person claiming an interest in or possessing the property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.
- 27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 28. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (Grantor) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: ~~MONTGOMERY COUNTY FAIR SOCIETY, INC.~~.....


 7-3-03
 (Date)

.....
 (Date)


 7-3-03
 (Date)

.....
 (Date)

ACKNOWLEDGMENT:

STATE OF Missouri County OF Montgomery } ss.
On this 3rd day of July, 2003 before me appeared
(Grantor Acknowledgment) Brian S. Stovska and Kevin F. Cobb

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

to me personally known, who, being by me duly sworn did say that s/he is the (Title(s)) of (Name of Business or Entity)

and that the seal affixed to foregoing instrument is the corporate seal of said corporation or association, and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said acknowledged said instrument to be the free act and deed of said corporation or association.

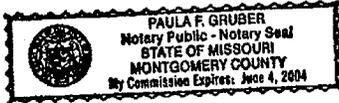
to me personally known, who, being by me duly sworn did say that s/he is the President and Treasurer (Title(s)) of MONTGOMERY COUNTY FAIR SOCIETY, INC. (Name of Business or Entity)

and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said Brian S. Stovska and Kevin F. Cobb acknowledged said instrument to be the free act and deed of said corporation or association and that said corporation or association has no corporate seal.

My commission expires: 6/4/2004

(Seal)

Paula F. Gruber
(Notary Public)



py
48

BOOK 530 PAGE 343



STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on
the 2nd day of
December 2004 at the hour of
11 o'clock and 20 minutes A M and
recorded in deed Book 530
on page 343
Witness my hand and office seal
Shane Sae, Recorder of Deeds
By _____ Deputy

114

State of Missouri _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 11-26-2004
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR:
MONTGOMERY COUNTY FAIR SOCIETY, INC., A MISSOURI CORPORATION
PO BOX 11
MONTGOMERY CITY, MO 63361

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures, addresses and acknowledgments. The Addendum is on page(s) _____

TRUSTEE:
CARL LENSING
447 HWY. 94
RHINELAND, MO 65069

LENDER/GRANTEE:
PEOPLES SAVINGS BANK OF RHINELAND
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI
112 W. 5TH STREET
P.O. BOX 528 HERMANN, MO 65041
43-0453725

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: (If the legal description of the Property is not on page one of this Security Instrument, it is on page(s) _____)
SEE EXHIBIT 'A' WHICH IS ATTACHED HERE TO AND MADE A PART HEREOF ON PAGE 9.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 220,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

AN ADJUSTABLE RATE PROMISSORY NOTE DATED NOVEMBER 26, 2004.

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment.

Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
- A beneficial interest in Grantor is sold or transferred.
 - There is a change in either the identity or number of members of a partnership or similar entity.
 - There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
- Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
 - The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably assigns, grants, bargains and conveys to Lender as additional security all the right, title and interest in the following (Property):
- Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Grantor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erudible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

- P. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
 - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21. INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
 - B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
 - C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 22. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

- 23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by Mo. Rev. Stat. § 443.055 and the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 27. **LEASE OF THE PROPERTY.** Trustee hereby leases the Property to Grantor until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Grantor, and every person claiming an interest in or possessing the property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.
- 28. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 29. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
- 30. **OTHER TERMS.**

Separate Assignment. The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Grantor) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: MONTGOMERY COUNTY FAIR SOCIETY, INC.

Tony Wortmann
 TONY WORTMANN, PRESIDENT (Date)

Allen Williman
 ALLEN WILLIMAN, VICE-PRESIDENT (Date)

K. Cobbe
 KEVIN COBBE, TREASURER (Date)

ACKNOWLEDGMENT:

STATE OF MISSOURI COUNTY OF MONTGOMERY } ss.
On this 26TH day of NOVEMBER, 2004, before me appeared TONY WORTMANN, ALLEN

(Grantor
Acknowledgment)

WILLIMAN, KEVIN COBB

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

to me personally known, who, being by me duly sworn did say that s/he is the (Title(s)) of (Name of Business or Entity)

and that the seal affixed to foregoing instrument is the corporate seal of said corporation or association, and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said acknowledged said instrument to be the free act and deed of said corporation or association.

to me personally known, who, being by me duly sworn did say that s/he is the PRESIDENT, VICE, PRESIDENT, TREASURER (Title(s)) of MONTGOMERY COUNTY FAIR SOCIETY, INC. A MISSOURI CORPORATION (Name of Business or Entity)

and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said TONY WORTMANN, ALLEN WILLIMAN, KEVIN COBB acknowledged said instrument to be the free act and deed of said corporation or association and that said corporation or association has no corporate seal.

My commission expires: 09-21-2007



DOUG LENSING
Montgomery County
My Commission Expires
September 21, 2007

[Signature]
(Notary Public) DOUG LENSING

EXHIBIT "A"

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

TW AW KC

First Bank
30

BOOK 531 PAGE 633

115



STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on
the 23rd day of
December 2004 at the hour of
10 o'clock and 09 minutes A.M., and
recorded in Book 531
on page 633

Witness my hand and office seal
Sheila See, Recorder of Deeds

Sheila See
By Shirley White Deputy

Title of Document: FULL DEED OF RELEASE

Date of Document: DECEMBER 8, 2004

Grantor(s): FIRST BANK

Grantors(s)

Mailing Address: P.O. BOX 790269, ST. LOUIS, MO. 63179-0269

Grantee(s): MONTGOMERY COUNTY FAIR SOCIETY, INC.

Legal Description: SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Reference Book and Page: Book: 0453 Page: 050.2

FULL DEED OF RELEASE

WHEREAS, THE MONTGOMERY COUNTY FAIR SOCIETY

By a deed of trust dated **DECEMBER 15, 2001** and recorded in the Recorders' office, in and for the **COUNTY of MONTGOMERY** and state of Missouri, in **Book 0453 Page 0502** conveyed to the trustee herein named, certain real estate, to secure the payment of certain note or notes in said deed described and set forth; and whereas, said deed of trust and note or notes has or have been Fully paid and satisfied.

Now, therefore, the undersigned, present holder and legal owner of said deed of trust and note or notes. does hereby Remise, release and quit-claim unto the present owners of said property, all of the real estate in said deed of trust Described, situated in the **COUNTY of MONTGOMERY** and state of Missouri, to-wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the same, with all the appurtenances there to belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this **8TH** day of **DECEMBER, 2004**.



FIRST BANK

Lois Kermans
LOIS KERMANS, ASST. VICE PRESIDENT

On this **8TH** day of **DECEMBER, 2004**.

**STATE OF MISSOURI] ss.
COUNTY OF ST. LOUIS]**

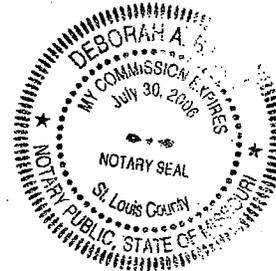
before me appeared **LOIS KERMANS**

to me personally known, who, being by me duly sworn, did say that he/she is the **ASST. VICE PRESIDENT** of First Bank Corporation of the State of Missouri, 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 such **ASST. VICE PRESIDENT** acknowledged said instrument to be the free act and deed of said corporation. **IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written

Deborah A. Bagot
Notary Public

Prepared by: First Bank
LN#864013143213/CR

My term expires



A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

Densing
27

BOOK 538 PAGE 098



STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on
the 30th day of
March 20 05 at the hour of
10 o'clock and 50 minutes A. M., and
recorded in deed Book 538
on page 98

16

Witness my hand and office seal
Sheila See, Recorder of Deeds

Sheila See

By _____ Deputy

**DEED OF RELEASE
(FULL)**

This Deed of Release, Witnesseth, That: **MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CORPORATION, Grantor** and holder of the note evidencing the debt secured by Deed of Trust, executed by **MONTGOMERY COUNTY FAIR SOCIETY INC., A MISSOURI CORPORATION, Grantee**; Recorded, in the Office of the Recorder of Deeds for Montgomery County, State of Missouri, on July 25, 2003, in BOOK 494 at PAGE 30, TO-WIT:

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

In consideration of the full payment of said debt, does hereby acknowledge satisfaction of said Deed of Trust and release the property therein described from the lien and effect of the same. (Address of first named Grantee is Highway 19 Fairgrounds, Montgomery City, MO 63361)

PLC
7/2

BOOK 560 PAGE 101



STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on
the 7th day of
February 2006 at the hour of
8 o'clock and 34 minutes A. M., and
recorded in deed Book 560
on page 101

(17)

Witness my hand and office seal
Sheila See, Recorder of Deeds

Sheila See

By Crystal Davis Deputy

QUIT CLAIM DEED

THIS INDENTURE, made on the 18th day of January, A.D.,
Two Thousand and Six, by and between **CITY OF MONTGOMERY, a 4th Class
Municipal Corporation**, of the County of Montgomery and State of Missouri, Grantor
and Party of the First Part, and **MONTGOMERY County Fair Society, Inc., a
Missouri Corporation**, Grantee as party of the Second Part (Mailing address of Grantee
is P.O. Box 11, Montgomery City, MO 63361).

WITNESSETH, that the said Party of the First Part, in consideration of the sum of
Ten Dollars and other good and valuable consideration paid by the said Party of the
Second Part, the receipt of which is hereby acknowledged, does by these presents,
remise, release, and forever Quit-Claim, unto the said Party of the Second Part, their heirs
and assigns, the following described real estate, being and situate in the County of
Montgomery and State of Missouri, to-wit:

Fractional Lot 14 and any part of Fractional Lot 13 not previously conveyed to the
Montgomery County Fair Society, Montgomery City, Montgomery County,
Missouri.

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 unto their
heirs and assigns, FOREVER, so that neither the said Party of the First Part nor their
heirs, or 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 Party of the First Part has hereunto set her
hand the day and year first above written.

CITY OF MONTGOMERY, a 4th Class
Municipal Corporation

BY Steve W. Davis City Administrator/Clerk
TITLE

STATE OF MISSOURI)
) ss.
COUNTY OF MONTGOMERY)

On this 18TH day of January, 2006, before me personally appeared STEVE W. DEVES, ON BEHALF OF THE CITY OF MONTGOMERY, a 4th Class Municipal Corporation, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and having been given proper authority to executed this Deed:

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.

Brenda K. Kolling
Notary Public

My Commission Expires:
May 4, 2007

BRENDA K. KOLLING
Notary Public-Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires: May 4, 2007

P4
48

BOOK 574 PAGE 619



STATE OF MISSOURI
COUNTY OF MONTGOMERY

118

The foregoing instrument was filed for record in my office on
the 14th day of
September 20 06 at the hour of
8 o'clock and 17 minutes A M., and
recorded in deed Book 574
on page 619

Witness my hand and office seal
Sheila See, Recorder of Deeds

Sheila See
By Pat Sibley Deputy

State of Missouri

Space Above This Line For Recording Data

REAL ESTATE DEED OF TRUST (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 09-01-2006
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR:

MONTGOMERY COUNTY FAIR SOCIETY, INC., A MISSOURI CORPORATION
PO BOX 11
MONTGOMERY CITY, MO 63361

- If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures, addresses and acknowledgments. The Addendum is on page(s)

TRUSTEE:

WAYNE HECK
30844 STATE HWY 94
HERMANN, MO 65041

LENDER/GRANTEE:

PEOPLES SAVINGS BANK OF RHINELAND
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI
112 W. 5TH STREET
P.O. BOX 528 HERMANN, MO 65041

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: (If the legal description of the Property is not on page one of this Security Instrument, it is on page(s)

SEE EXHIBIT 'A' WHICH IS ATTACHED HERE TO AND MADE A PART HEREOF ON PAGE 9..

The property is located in MONTGOMERY at 700 SOUTH STURGEON
 (County)
 MONTGOMERY CITY, Missouri 63361
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 30,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

AN ADJUSTABLE RATE PROMISSORY NOTE DATED SEPTEMBER 1, 2006.

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment.

(page 2 of 8)

Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Grantor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 - A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
 - B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably assigns, grants, bargains and conveys to Lender as additional security all the right, title and interest in the following (Property):
 - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
16. **DEFAULT.** Grantor will be in default if any of the following occur:
- A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

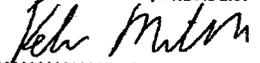
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21. INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 22. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by Mo. Rev. Stat. § 443.055 and the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
27. **LEASE OF THE PROPERTY.** Trustee hereby leases the Property to Grantor until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Grantor, and every person claiming an interest in or possessing the property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.
28. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
29. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
30. **OTHER TERMS.**
 - Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Grantor) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: MONTGOMERY COUNTY FAIR SOCIETY, INC.


 TONY WORTMANN, PRESIDENT (Date) _____

 KALEB MILLER, TREASURER (Date) _____


 ALLEN WILLIMAN, VICE-PRESIDENT (Date) _____
 _____ (Date) _____

ACKNOWLEDGMENT:

STATE OF MISSOURI COUNTY OF MONTGOMERY } ss.
 On this 1ST day of SEPTEMBER, 2006, before me appeared TONY WORTMANN; ALLEN WILLIMAN; KALE MILLER
 (Grantor Acknowledgment)
 to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.
 to me personally known, who, being by me duly sworn did say that s/he is the (Title(s)) of (Name of Business or Entity) and that the seal affixed to foregoing instrument is the corporate seal of said corporation or association, and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said acknowledged said instrument to be the free act and deed of said corporation or association.
 to me personally known, who, being by me duly sworn did say that s/he is the PRESIDENT; VICE-PRESIDENT; TREASURER (Title(s)) of MONTGOMERY COUNTY FAIR SOCIETY, INC., A MISSOURI CORPORATION (Name of Business or Entity) and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said TONY WORTMANN; ALLEN WILLIMAN; KALE MILLER acknowledged said instrument to be the free act and deed of said corporation or association and that said corporation or association has no corporate seal.
 My commission expires: 09-21-2007



DOUG LENSING
Montgomery County
My Commission Expires
September 21, 2007

[Handwritten Signature]
.....
(Notary Public) DOUG LENSING

EXHIBIT "A"

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 38 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

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BOOK 596 PAGE 320

STATE OF MISSOURI
COUNTY OF MONTGOMERY

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The foregoing instrument was filed for record in my office on
the 4th day of
September 2007 at the hour of
8 o'clock and 23 minutes A.M., and
recorded in deed Book 596
on page 320

Witness my hand and office seal
Sheila See, Recorder of Deeds

Sheila See
By Ret. [Signature] Deputy

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 30th day of August, 2007, by and between **B.K.K INVESTMENTS, L.L.C.**, A Missouri Limited Liability Company, Grantor as party of the first part, and **THE MONTGOMERY COUNTY FAIR SOCIETY**, Grantee as party of the second part. (mailing address of said first named grantee is P.O. Box 11, Montgomery City, MO 63361).

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations 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, the following described Real Estate, situated in the County of Montgomery and State of Missouri, to-wit:

**AS DESCRIBED IN LEGAL DESCRIPTION ON EXHIBIT "A"
SUBJECT TO ROADWAY EASEMENTS RESERVED BY GRANTOR AS
DESCRIBED ON EXHIBIT "B"**

This Deed was prepared by YORK & GLASSFORD, at the request of the Grantor and Grantee without examination of the abstract, title insurance or title opinion and based solely upon information provided by the Grantor.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party of the second part, and to the heirs and assigns of such party forever.

The said party of the first part hereby covenanting that said party, shall and will WARRANT AND DEFEND the title to the premises unto the said party of the second part, and to the heirs and assigns of such party forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand the day and year first above written.

B.K.K INVESTMENTS, L.L.C.
BY George [Signature]

BOOK 596 PAGE 321

STATE OF MO)
)ss.
COUNTY OF St. Louis)

On this 30 day of August, 2007, before me personally appeared George W. Crump, for B.K.K INVESTMENTS L.L.C., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for B.K.K INVESTMENTS L.L.C.:

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.



NANCY A. CERNY
My Commission Expires
March 11, 2009
St. Louis County
Commission #05406123

My Commission Expires: 3-11-09

Nancy A. Cerny
Notary Public

EXHIBIT "A"

A tract of land being part of the West Half of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, City of Montgomery City, Montgomery County, Missouri and being described as follows:

Commencing at an old iron rod at the Northwest Corner of the South Half of the Northwest Quarter of the Southeast Quarter; thence along the West line of the West Half of the Southeast Quarter, South $00^{\circ}-45'$ West 640.00 feet to the Northwest Corner of a tract of land described in Book 555 Page 206 of the Montgomery County Records; thence South $87^{\circ}-46'$ East 185.50 feet; thence South $48^{\circ}-40'$ East 77.82 feet; thence South $09^{\circ}-24'$ West 80.16 feet to an iron rod at the place of beginning of the said tract of land; thence South $36^{\circ}-13'$ East 118.68 feet to an old iron pipe; thence North $55^{\circ}-25'$ East 96.54 feet to an old iron pipe; thence South $48^{\circ}-40'$ East 80.80 feet to an old iron pipe; thence South $03^{\circ}-02'$ West 210.80 feet to an old iron pipe; thence North $89^{\circ}-29'$ West 177.71 feet to an iron rod; thence North $08^{\circ}-14'$ East 106.53 feet to an iron rod; thence North $10^{\circ}-31'$ West 201.17 feet to the place of beginning and containing 0.99 acres, more or less.

A tract of land being part of the West Half of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, City of Montgomery City, Montgomery County, Missouri and being described as follows:

Commencing at an old iron rod at the Northwest Corner of the South Half of the Northwest Quarter of the Southeast Quarter; thence along the West line of the West Half of the Southeast Quarter, South $00^{\circ}-45'$ West 640.00 feet to the Northwest Corner of a tract of land described in Book 555 Page 206 of the Montgomery County Records; thence South $87^{\circ}-46'$ East 185.50 feet; thence South $48^{\circ}-40'$ East 77.82 feet to an iron rod at the place of beginning of the said tract of land; thence South $48^{\circ}-40'$ East 58.88 feet; thence South $54^{\circ}-57'$ West 70.00 feet to an iron rod; thence North $09^{\circ}-24'$ East 80.16 feet to the place of beginning and containing 0.05 acres, more or less.

EXHIBIT "B"

40 Foot Wide Road Easement

A strip of land 40 feet wide for road easement being part of the West Half of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, City of Montgomery City, Montgomery County, Missouri and being described as follows:

Commencing at an old iron rod at the Northwest Corner of the South Half of the Northwest Quarter of the Southeast Quarter; thence along the West line of the West Half of the Southeast Quarter, South $00^{\circ}-45'$ West 640.00 feet to the Northwest Corner of a tract of land described in Book 555 Page 206 of the Montgomery County Records; thence South $87^{\circ}-46'$ East 185.50 feet; thence South $48^{\circ}-40'$ East 77.82 feet; thence South $09^{\circ}-24'$ West 80.16 feet to an iron rod at the place of beginning of the West line of the said 40 foot wide strip of land; thence along the said West line, South $10^{\circ}-31'$ East 201.17 feet; thence South $08^{\circ}-14'$ West 106.53 feet to the end of the said West line of the 40 foot wide road easement.

0.05 Acre Tract (Road Easement)

A tract of land for road easement being part of the West Half of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, City of Montgomery City, Montgomery County, Missouri and being described as follows:

Commencing at an old iron rod at the Northwest Corner of the South Half of the Northwest Quarter of the Southeast Quarter; thence along the West line of the West Half of the Southeast Quarter, South $00^{\circ}-45'$ West 640.00 feet to the Northwest Corner of a tract of land described in Book 555 Page 206 of the Montgomery County Records; thence South $87^{\circ}-46'$ East 185.50 feet; thence South $48^{\circ}-40'$ East 77.82 feet to an iron rod at the place of beginning of the said tract of land; thence South $48^{\circ}-40'$ East 58.88 feet; thence South $54^{\circ}-57'$ West 70.00 feet to an iron rod; thence North $09^{\circ}-24'$ East 80.16 feet to the place of beginning and containing 0.05 acres, more or less.

PK
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BOOK 598 PAGE 100

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STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on
the 3rd day of
October 2007 at the hour of
11 o'clock and 45 minutes A.M., and
recorded in deed Book 598
on page 100

Witness my hand and office seal
Sheila See, Recorder of Deeds
Sheila See

By Pat Sinklear Deputy

QUIT CLAIM DEED

THIS INDENTURE, made on the 6th day of September, A.D.,
Two Thousand and Seven, by and between **COUNTY OF MONTGOMERY**, of the
County of Montgomery and State of Missouri, Grantor and Party of the First Part, and
**MONTGOMERY COUNTY FAIR SOCIETY, a pro-forma decree Corporation of
Missouri**, Grantee as party of the Second Part (Mailing address of Grantee is
P.O. Box 11, Montgomery City, MO 63361).

WITNESSETH, that the said Party of the First Part, in consideration of the sum of
Ten Dollars and other good and valuable consideration paid by the said Party of the
Second Part, the receipt of which is hereby acknowledged, does by these presents,
remise, release, and forever Quit-Claim, unto the said Party of the Second Part, the
following described real estate, being and situate in the County of Montgomery and State
of Missouri, to-wit:

SEE ATTACHED LEGAL DESCRIPTION PAGE 2

This Deed was prepared by York & Glassford at the request of Grantor and solely
based on information provided by Grantor and without the aid of a Title Search,
Title Opinion or Title Insurance.

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 FOREVER,
so that neither the said Party of the First Part, or 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 Party of the First Part has hereunto set its hand the day and year first above written.

COUNTY OF MONTGOMERY

BY *Charles Korman*

STATE OF MISSOURI)
) ss.
COUNTY OF MONTGOMERY)

On this 6th day of September, 2007, before me personally appeared Charles Korman, as Presiding Commissioner, for the COUNTY OF MONTGOMERY, 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 for the COUNTY OF MONTGOMERY:

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.

Tiffany C. Freie
Notary Public

My Commission Expires:



LEGAL DESCRIPTION PAGE 2

A 1.02 ~~acres~~ tract of land being part of the North half of the Southwest Quarter of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, and being more particularly described as follows: Commencing at the Southeast corner of the North half of the Southwest Quarter of the Southeast Quarter of said Section 32, thence with the South line of said North half of Southwest Quarter of Southeast Quarter North 89° 04' West 537.0 feet, more or less, to the point of beginning of the tract herein described, thence continuing with said South line North 89° 04' West 80.0 feet to a point; thence North 1° 43' East 276.5 feet to a point; thence South 88° 17' East 395.0 feet to a point; thence South 1° 43' West 70.0 feet to a point; thence North 88° 17' West 315.0 feet to a point; thence South 1° 43' West 205.4 feet to the point of beginning;

py 57

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BOOK 609 PAGE 474



STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on
the 12th day of May 20 08 at the hour of
12 o'clock and 42 minutes P. M., and
recorded in deed Book 609
on page 474
Witness my hand and office seal
Philip See, Recorder of Deeds
By _____ Deputy

State of Missouri _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED OF TRUST (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 05-06-2008
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR:

MONTGOMERY COUNTY FAIR SOCIETY, INC., A PRO-FORMA DECREE CORPORATION OF MISSOURI
700 S. STURGEON
MONTGOMERY CITY, MO 63361

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures, addresses and acknowledgments. The Addendum is on page(s) _____

TRUSTEE:

PHILIP J. YORK
1155 AGUILAR DRIVE
MONTGOMERY CITY, MO 63361

LENDER/GRANTEE:

AMERICAN BANK OF MISSOURI (2)
728 N. STURGEON
MONTGOMERY CITY, MO 63361

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: (If the legal description of the Property is not on page one of this Security Instrument, it is on page(s) 9 & 10.)

SEE "EXHIBIT A" ATTACHED HERETO

BOOK 609 PAGE 475

The property is located in MONTGOMERY (County) at 700 S. STRUGEON (Address) MONTGOMERY CITY (City), Missouri 63361 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 245,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

AMERICAN BANK OF MISSOURI PROMISSORY NOTE # 2002249, 2002250, & 2002251 DATED 05-06-2008

- X Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. PAYMENTS. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
A. To make all payments when due and to perform or comply with all covenants.
B. To promptly deliver to Lender any notices that Grantor receives from the holder.
C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment.

(page 2 of 8)

AW. RW. JUB

Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Grantor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 - A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
 - B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
14. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably assigns, grants, bargains and conveys to Lender as additional security all the right, title and interest in the following (Property):
 - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
16. **DEFAULT.** Grantor will be in default if any of the following occur:
- Any party obligated on the Secured Debt fails to make payment when due;
 - A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
 - The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
 - A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
 - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
20. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
21. **INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
 - B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
 - C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
22. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by Mo. Rev. Stat. § 443.055 and the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
27. **LEASE OF THE PROPERTY.** Trustee hereby leases the Property to Grantor until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Grantor, and every person claiming an interest in or possessing the property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.
28. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
29. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
30. **OTHER TERMS.**
 - Separate Assignment. The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

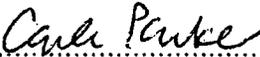
Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Grantor) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: MONTGOMERY COUNTY FAIR SOCIETY, INC.


 ALLEN J. WILLIAM, PRESIDENT (Date)


 JAMES VAN BOOVEN, VICE PRESIDENT (Date)


 CARLA PARKER, SECURITY (Date)


 ANTHONY J. WIRTMANN, TREASURE (Date)

ACKNOWLEDGMENT:

(Grantor Acknowledgment)

STATE OF MISSOURI OF } ss.

On this 6TH day of MAY, 2008, before me appeared ALLEN J. WILLIAM; JAMES VAN BOOVEN; CARLA PARKER; ANTHONY J. WORTMANN, A PRO-FORMA DECREE CORPORATION OF MISSOURI

[X] to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

[] to me personally known, who, being by me duly sworn did say that s/he is the (Title(s))

of (Name of Business or Entity)

and that the seal affixed to foregoing instrument is the corporate seal of said corporation or association, and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said acknowledged said instrument to be the free act and deed of said corporation or association.

[] to me personally known, who, being by me duly sworn did say that s/he is the (Title(s))

of (Name of Business or Entity)

and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said acknowledged said instrument to be the free act and deed of said corporation or association and that said corporation or association has no corporate seal.

My commission expires:

Kristine M. Walton (Notary Public)

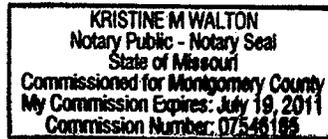


EXHIBIT "A"

A tract of land being part of the West Half of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, City of Montgomery City, Montgomery County, Missouri and being described as follows:

Commencing at an old iron rod at the Northwest Corner of the South Half of the Northwest Quarter of the Southeast Quarter; thence along the West line of the West Half of the Southeast Quarter, South $00^{\circ}-45'$ West 640.00 feet to the Northwest Corner of a tract of land described in Book 555 Page 206 of the Montgomery County Records; thence South $87^{\circ}-46'$ East 185.50 feet; thence South $48^{\circ}-40'$ East 77.82 feet; thence South $09^{\circ}-24'$ West 80.16 feet to an iron rod at the place of beginning of the said tract of land; thence South $36^{\circ}-13'$ East 118.68 feet to an old iron pipe; thence North $55^{\circ}-25'$ East 96.54 feet to an old iron pipe; thence South $48^{\circ}-40'$ East 80.80 feet to an old iron pipe; thence South $03^{\circ}-02'$ West 210.80 feet to an old iron pipe; thence North $89^{\circ}-29'$ West 177.71 feet to an iron rod; thence North $08^{\circ}-14'$ East 106.53 feet to an iron rod; thence North $10^{\circ}-31'$ West 201.17 feet to the place of beginning and containing 0.99 acres, more or less.

A tract of land being part of the West Half of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, City of Montgomery City, Montgomery County, Missouri and being described as follows:

Commencing at an old iron rod at the Northwest Corner of the South Half of the Northwest Quarter of the Southeast Quarter; thence along the West line of the West Half of the Southeast Quarter, South $00^{\circ}-45'$ West 640.00 feet to the Northwest Corner of a tract of land described in Book 555 Page 206 of the Montgomery County Records; thence South $87^{\circ}-46'$ East 185.50 feet; thence South $48^{\circ}-40'$ East 77.82 feet to an iron rod at the place of beginning of the said tract of land; thence South $48^{\circ}-40'$ East 58.88 feet; thence South $54^{\circ}-57'$ West 70.00 feet to an iron rod; thence North $09^{\circ}-24'$ East 80.16 feet to the place of beginning and containing 0.05 acres, more or less.

Order Number: YTC 4562

Commitment Number: YTC 4562.

The land referred to in this Policy is described as follows:

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 26' East, 639.31 feet to a point, thence South 88 degrees 55' East, 186.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

A 1.02 acres tract of land being part of the North half of the Southwest Quarter of the Southeast Quarter of Section 32, Township 49 North, Range 5 West, and being more particularly described as follows: Commencing at the Southeast corner of the North half of the Southwest Quarter of the Southeast Quarter of said Section 32, thence with the South line of said North half of Southwest Quarter of Southeast Quarter North 89° 04' West 537.0 feet, more or less, to the point of beginning of the tract herein described, thence continuing with said South line North 89° 04' West 80.0 feet to a point; thence North 1° 43' East 276.5 feet to a point; thence South 88° 17' East 395.0 feet to a point; thence South 1° 43' West 70.0 feet to a point; thence North 88° 17' West 315.0 feet to a point; thence South 1° 43' West 205.4 feet to the point of beginning;

Legal continued on next page



PSB
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BOOK 609 PAGE 633

122



STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on
the 16th day of
May 2008 at the hour of
9 o'clock and 55 minutes A. M., and
recorded in deed Book 609
on page 633
Witness my hand and office seal
Sheila See, Recorder of Deeds
Sheila See
By Pat Simpson Deputy

FULL DEED OF RELEASE (CORPORATION)

THE DEED OF RELEASE WITNESSETH, That PEOPLES SAVINGS BANK OF RHINELAND, GRANTOR, a Corporation, organized and existing under the laws of Missouri, and having its principal place of business in RHINELAND, Missouri, owner and holder of the note evidencing the debt secured by deed of trust executed by: MONTGOMERY COUNTY FAIR SOCIETY, INC., A MISSOURI CORPORATION, GRANTEEES

GRANTEEES MAILING ADDRESS: PO BOX 11, MONTGOMERY CITY, MO 63361

Dated NOVEMBER 26, 2004 and recorded on DECEMBER 2, 2004 in the office of the Recorder of Deeds for MONTGOMERY County, Missouri.

REFERENCE: BOOK 530 PAGE 343

In consideration of the full payment of said debt does hereby acknowledge satisfaction of said deed of trust and release the property therein and hereinafter described from the lien and effect of the same, to-wit:

LEGAL DESCRIPTION: SEE EXHIBIT 'A' ON PAGE 2.

IN WITNESS WHEREOF, these presents have been executed under the seal of said Corporation, pursuant to due authority, this 13TH day of MAY, 2008.

(Corporation Seal)



PEOPLES SAVINGS BANK OF RHINELAND
BY: Howard Horstmann
HOWARD HORSTMANN, EVP

BOOK 609 PAGE 634

In the State of Missouri, County of Gasconade on this 13TH day of MAY, 2008 before me, the undersigned Notary Public in and for said County and State, personally appeared HOWARD HORSTMANN to me personally known, who being by me duly sworn did say that he is EVP of the Corporation named in the foregoing Deed of Release, and that the seal thereto affixed is the Corporation Seal of Said Corporation and that said deed of release was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said HOWARD HORSTMANN acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

My Commission Expires:

Diana Eldringhoff
DIANA ELDRINGHOFF, Notary Public



DIANA ELDRINGHOFF
My Commission Expires
July 8, 2010
Montgomery County
Commission #08482237

EXHIBIT 'A'

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.60 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

55
27

23

BOOK 609 PAGE 635



STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on
the 16th day of
May 2008 at the hour of
9 o'clock and 56 minutes A. M., and
recorded in deed Book 609
on page 635

Witness my hand and office seal
Sheila See, Recorder of Deeds

Sheila See
By: Paul Sinkler Deputy

FULL DEED OF RELEASE (CORPORATION)

THE DEED OF RELEASE WITNESSETH, That PEOPLES SAVINGS BANK OF RHINELAND, GRANTOR, a Corporation, organized and existing under the laws of Missouri, and having its principal place of business in RHINELAND, Missouri, owner and holder of the note evidencing the debt secured by deed of trust executed by: MONTGOMERY COUNTY FAIR SOCIETY, INC., A MISSOURI CORPORATION, GRANTEES

GRANTEES MAILING ADDRESS: PO BOX 11, MONTGOMERY CITY, MO 63361

Dated SEPTEMBER 1, 2006 and recorded on SEPTEMBER 14, 2006 in the office of the Recorder of Deeds for MONTGOMERY County, Missouri.

REFERENCE: BOOK 574 PAGE 619

In consideration of the full payment of said debt does hereby acknowledge satisfaction of said deed of trust and release the property therein and hereinafter described from the lien and effect of the same, to-wit:

LEGAL DESCRIPTION: SEE EXHIBIT 'A' ON PAGE 2.

IN WITNESS WHEREOF, these presents have been executed under the seal of said Corporation, pursuant to due authority, this 13TH day of MAY, 2008.

(Corporation Seal)



PEOPLES SAVINGS BANK OF RHINELAND
BY: Howard Horstmann
HOWARD HORSTMANN, EVP

BOOK 609 PAGE 636

In the State of Missouri, County of Gasconade on this 13TH day of MAY, 2008 before me, the undersigned Notary Public in and for said County and State, personally appeared HOWARD HORSTMANN to me personally known, who being by me duly sworn did say that he is EVP of the Corporation named in the foregoing Deed of Release, and that the seal thereto affixed is the Corporation Seal of Said Corporation and that said deed of release was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said HOWARD HORSTMANN acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

My Commission Expires:

Diana Eldringhoff
DIANA ELDRINGHOFF, Notary Public



DIANA ELDRINGHOFF
My Commission Expires
July 8, 2010
Montgomery County
Commission #00432237

EXHIBIT 'A'

A 37.34 acres tract of land being part of the south half of Section 32, Township 49 North, Range 5 West, in Montgomery County, Missouri, and being more particularly described as follows: Beginning at the Northwest corner of the South half of the Northwest Quarter of the Southeast Quarter of said Section 32, thence South 0 degrees 36' East, 639.31 feet to a point, thence South 88 degrees 55' East, 185.50 feet to a point, thence South 49 degrees 49' East 340.40 feet to a point, thence South 1 degree 54' West, 210.81 feet to a point, thence South 89 degrees 22' West, 484.80 feet to a point in the Northeast line of Sturgeon Street, thence with said line, South 36 degrees 13' East, 331.70 feet to a point, thence departing Sturgeon Street, South 89 degrees 25' East, 103.03 feet to a point, thence South 0 degree 07' East, 25.00 feet to a point, thence South 89 degrees 25' East, 1090.0 feet to a point, thence North 0 degree 07' 17" West, 1365.89 feet to a point, thence North 89 degrees 15' 40" West, 1346.70 feet to the point of beginning. EXCEPTING therefrom a 1.02 acres tract conveyed to the County of Montgomery per instrument recorded in Book 249 at Page 484 of the Montgomery County, Missouri Recorder's Office. ALSO EXCEPTING a 0.63 acres tract described in that certain conveyance appearing of record in the Montgomery County, Missouri Recorder's Office in Book 265 at Page 695. Subject to easements, rights of way, conditions, restrictions and limitations of record.

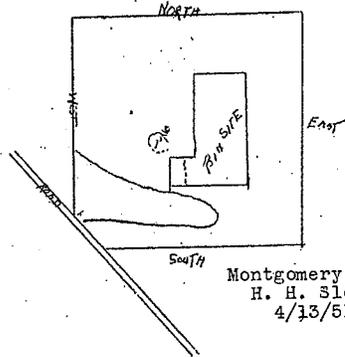
LICENSE AGREEMENT

124

THIS AGREEMENT, made and entered into this 1st day of Sept, 1949, by and between Montgomery County Fair Society, Inc. hereinafter called the "Licensor" of Montgomery City, Missouri and the Montgomery County Agricultural Conservation hereinafter called "Association" of Montgomery City, Missouri.
(Address)

IN CONSIDERATION OF a rental of \$150.00 per year, payable on October 1 of each year, the Licensor hereby licenses to the Association for the period beginning September 1, 1949 and ending October 1, 1954, approximately 61,750 square feet of space in Block _____ Lot _____, Subdivision _____ Town of _____; or the Frt. pt NE $\frac{1}{2}$ of the SE $\frac{1}{4}$ of $\frac{1}{4}$ Section 32, Township 49N, Range 5 W in the County of Montgomery, State of Missouri, to permit the placing thereon of CCC owned granaries. This space is located as indicated herein:

Corrected Map



Montgomery County Fair So
H. H. Sleight Pres
4/13/51

It is understood that the Association is to store grain in said granaries and it is, therefore, hereby agreed that the Association shall have the right of ingress and egress at any time to the space herein licensed. Said granaries shall not be considered as affixed to said real estate and the Association shall have the right to remove any or all of said granaries at any time.

Provided, however, the Licensor hereby reserves unto itself, and/or its licensees, the right to operate, maintain and renew such pipe lines, electric transmission lines, telephone lines, telegraph lines, signal lines and other facilities of like character as may exist upon, under or over the licensed premises as of the date of this ~~license~~ it being agreed that this license is subject and subordinate to any and all rights granted by the Licensor for any such existing lines and facilities.

It is especially agreed and understood by and between the parties hereto that no buildings, structure, pile of wood, coal, stone or other obstruction shall be located at distance nearer than six (6) feet from the nearest rail of any tract of the Licensor, but, nevertheless, the Association may erect loading platforms which shall not be higher than three (3) feet six (6) inches above the top of the rails and which at no point shall be nearer than four (4) feet from the nearest rail of any such tract; provided, however, if by statute or order of competent public authority different clearance shall be required than those provided for this paragraph then the Association shall strictly comply with such statute or order.

It is further agreed that upon the expiration of this license, or in case the Association shall in any manner fail to comply with the terms and conditions hereof, the Association shall, forthwith, cease to use or remain upon said premises and shall remove all the improvements placed thereon by the Association and restore said premises to substantially

If the Association fails to surrender to the Licensor the licensed premises, upon any termination or expiration of this license, all the liabilities and obligations of the Association hereunder shall continue in effect until the licensed premises are surrendered, and no termination or expiration hereof shall release the Association from any liability or obligation hereunder which theretofore or thereafter may accrue.

It is further agreed that this license shall be binding upon the Association and assigns of the Association, and shall inure to the benefit of the Licensor, its successors and assigns.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

IN TESTIMONY WHEREOF, the parties have executed this instrument in duplicate the day and year first above written.

Cornelia W. Mabry
(Witness)

Martha B. Femmer
(Witness)

MONTGOMERY COUNTY FAIR SOCIETY INC
(Licensor)

By W. A. Wilson
President, Montgomery County
Agricultural Conservation Association

By Vernon Hagood, Chairman
County Committee

The Lessor grants and gives the Lessee an option to renew this license agreement two (2) additional terms of five (5) years each, the first of said terms to commence at the expiration of this lease on October 1, 1954, and each succeeding term to commence upon the expiration of the preceding term, provided, however, that Lessee shall serve written notice upon Lessor of its intention to exercise the option to renew the license agreement at least thirty (30) days prior to the expiration of the current term and in the event Lessee fails to serve such written notice, this license agreement shall terminate at the expiration of the current term.

Cornelia W. Mabry
(Witness)

Martha B. Femmer
(Witness)

Montgomery County Fair Society Inc.

By W. A. Wilson
President

By Vernon Hagood, Chairman
County Committee

Filed for record this the 14th day of April, 1951, at 9 o'clock no minutes A. M.

By B. A. Reed Deputy

Alden M. McElroy
Recorder

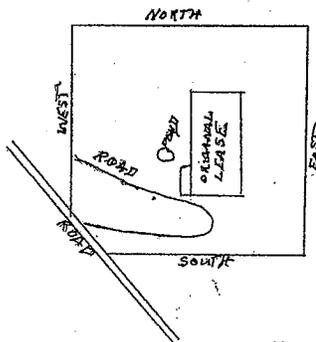
LEASING AGREEMENT

25

THIS AGREEMENT, made and entered into this 1st day of March, 1950, by and between Montgomery Co. Fair Soc. Inc, hereinafter called the "Lessor" of ^mMontgomery City and Comodity Credit Corporation, Lessee.

IN CONSIDERATION of a rental of \$50.00 per year, payable on October 1 of each year, the Lessor hereby leases to Comodity Credit Corporation for the period beginning March 1 1950 and ending October 1, 1954, approximately 13,750 square feet of space in Block _____ Lot _____, Subdivision _____ Town of Montgomery or the Frt. Pt NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of $\frac{1}{4}$ of the County of Montgomery, State of Missouri, to permit the placing thereon of CCC owned granaries. This space is located as indicated herein:

Corrected Map



The space under this lease is a space of ground 110 feet in width running from East to West and 135 feet in depth running North and South, lying to the West in the South end of the 61,750 square foot space under contract of Sept. 1, 1949 between the same parties.

Montgomery County Fair Soc

By H. H. Sleight, Pres
4/13/51

It is understood that Comodity Credit Corporation is to store grain in said granaries and it is, therefore, hereby agreed that Comodity Credit Corporation shall have the right of ingress and egress at any time to the space herein leased. Said granaries shall not be considered as affixed to said real estate, and the Commodity Credit Corporation, shall have the right to remove any or all of said granaries at any time and effect a cancellation of the lease.

Provided, however, the Lessor hereby reserves unto itself, and/or its lessees the right to operate, maintain and renew such pipe lines, electric transmission lines, telephone lines, telegraph lines, signal lines and other facilities of like character as may exist upon under or over the leased premises as of the date of this lease, it being agreed that this lease is subject and subordinate to any and all rights granted by the Lessor for any such existing lines and facilities.

It is especially agreed and understood by and between the parties hereto that no building, structure, pile of wood, coal, stone or other obstruction shall be located at a distance nearer than six (6) feet from the nearest rail of any tract of the Lessor, but, nevertheless, Commodity Credit Corporation may erect loading platform which shall not be higher than three (3) feet six (6) inches above the top of the rails and which at no point shall be nearer than four (4) feet from the nearest rail of any such tract; provided, however, if by statute or order of competent public authority different clearances shall be required than those provided for in this paragraph then Commodity Credit Corporation shall strictly comply with such statute or order.

It is further agreed that upon the expiration of this lease or in case Commodity Credit Corporation shall in any manner fail to comply with the terms and conditions hereof, Commodity Credit Corporation shall, forthwith, cease to use or remain upon said premises and shall remove all the improvements placed thereon by Commodity Credit Corporation and restore said premises to substantially their former state.

If Commodity Credit Corporation fails to surrender to the Lessor the leased premises, upon any termination or expiration of this lease, all the liabilities and obligations of Commodity Credit Corporation hereunder shall continue in effect until the leased premises are surrendered, and no termination or expiration hereof shall release Commodity Credit Corporation from any liability or obligation hereunder which theretofore or thereafter may accrue.

It is further agreed that this lease shall be binding upon Commodity Credit Corporation and assigns of Commodity Credit Corporation, and shall inure to the benefit of the Lessor, its successors and assigns.

No Member or Delegate to Congress shall be admitted to any share or part of the agreement or to any benefit to arise therefrom. Noting, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

IN TESTIMONY WHEREOF, the parties have executed this instrument in duplicate the day and year first above written.

Franklin A. Rodgers
(Witness)

S. S. Nowlin
(Witness)

Montgomery County Fair Society, Inc
(Lessor)

By Rufus Schroff
President
(Title)

COMMODITY CREDIT CORPORATION, LESSEE

By : Vernon Hagood
Committee Chairman
(Title)

The Lessor grants gives the Lessee an option to renew this license agreement two (2) additional terms of five (5) years each, the first of said terms to commence at the expiration of this lease on October 1, 1954, and each succeeding term to commence upon the expiration of the preceding term, provided, however, that Lessee shall serve written notice upon Lessor of its intention to exercise the option to renew the license agreement at least thirty (30) days prior to the expiration of the current term and in the event Lessee fails to serve such written notice, this license agreement shall terminate at the expiration of the current term.

Franklin A. Rodgers
(Witness)

S. S. Nowlin
(Witness)

Montgomery County Fair Society, Inc
(Licensor)

By Rufus Schroff
President

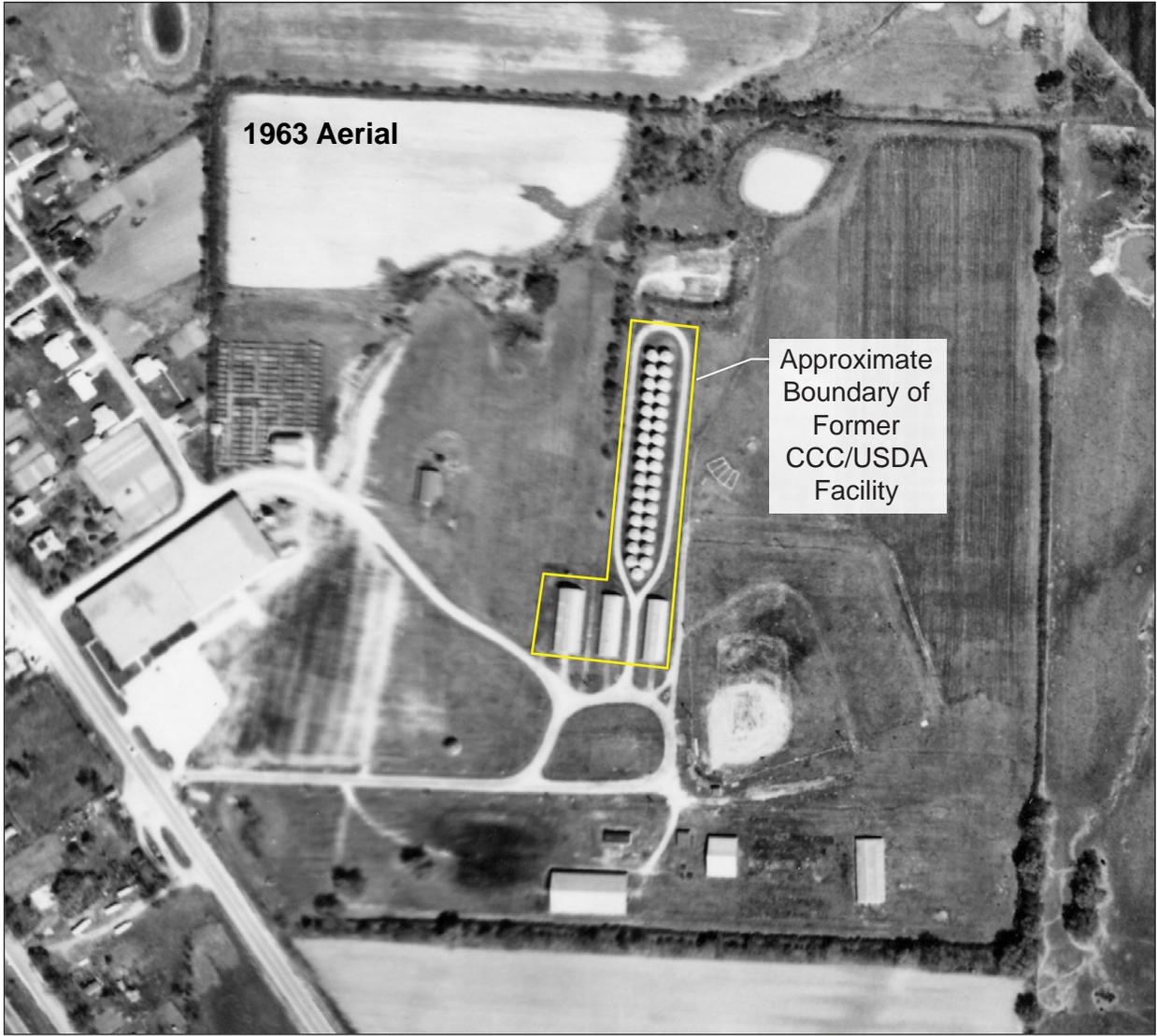
Commodity Credit Corporation

By Vernon Hagood
Committee Chairman

Filed for record this the 14th day of April, 1951, at 9 o'clock no minutes A. M.

By B. A. Reed Deputy

Alden M. McKelvey
Recorder



1963 Aerial

Approximate
Boundary of
Former
CCC/USDA
Facility

WITNESSES

10. In the event any increased tax assessment is made against the Lessor or the property by virtue of the creation of... (text is mostly illegible due to heavy noise)

11. No member of the Legislature or Congress or Resident Commissioner, shall be admitted to any share or part of the land... (text is mostly illegible)

12. The Lessor warrants that he has not employed any person to collect or receive any payment for a... (text is mostly illegible)

COMMUNITY CREDIT CORPORATION OFFICERS

President: [Signature]

President: [Signature]

Secretary: [Signature]

Secretary: [Signature]

Treasurer: [Signature]

Treasurer: [Signature]

WITNESSES

Subscribed and sworn to before me this 5th day of June, 1954.

My Comm. Expires: June 15, 1954

[Signature]
NOTARY PUBLIC

[Signature]
MIL LARD WOODSON
Chief Clerk & Technical Director

STATE OF MISSISSIPPI
FILED FOR RECORD
JUN 6 1954

AGREEMENT CANCELING LEASE

28

THIS AGREEMENT, made and entered into this 1st day of August,
19 67 by and between The Montgomery County Fair Society, Inc., Lessor,
and Commodity Credit Corporation, Lessee.

WITNESSETH THAT:

WHEREAS, said original Lessor and Lessee heretofore, on or about
May 25, 1964, entered into a lease whereby Lessor leased to the Lessee the
following described real estate situated in the County of Montgomery, State
of Missouri:

Frnt. pt. NE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 32, T49N, R5W
for a term of five (5) years commencing on the 1st day of October, 1964
and ending on the 30th day of September, 1969. The said lease was recorded
in the Montgomery County Recorder's Office on June 8, 1964 in Book 198,
page 730.

WHEREAS, Lessee no longer requires this property, and it is
mutually agreeable to the Lessors and the Lessee that said lease shall be
canceled.

NOW THEREFORE, the parties aforesaid do hereby agree as follows:

1. Said lease shall be, and the same is hereby canceled, effective
the 1st day of October, 19 66.

2. The lessor hereby agrees that the site has been restored by CCC to lessor's satisfaction and that no further restoration is necessary.

3. Lessor shall retain all rent previously paid by the Lessee, and the Lessee shall be released of its obligation to make any further rent payments.

4. Lessee agrees to surrender possession of the above described premises to Lessors on the date above provided for the termination of said lease.

5. This instrument is executed on behalf of Lessee, pursuant to delegation of authority published in the Federal Register, 26 F.R. 3900.

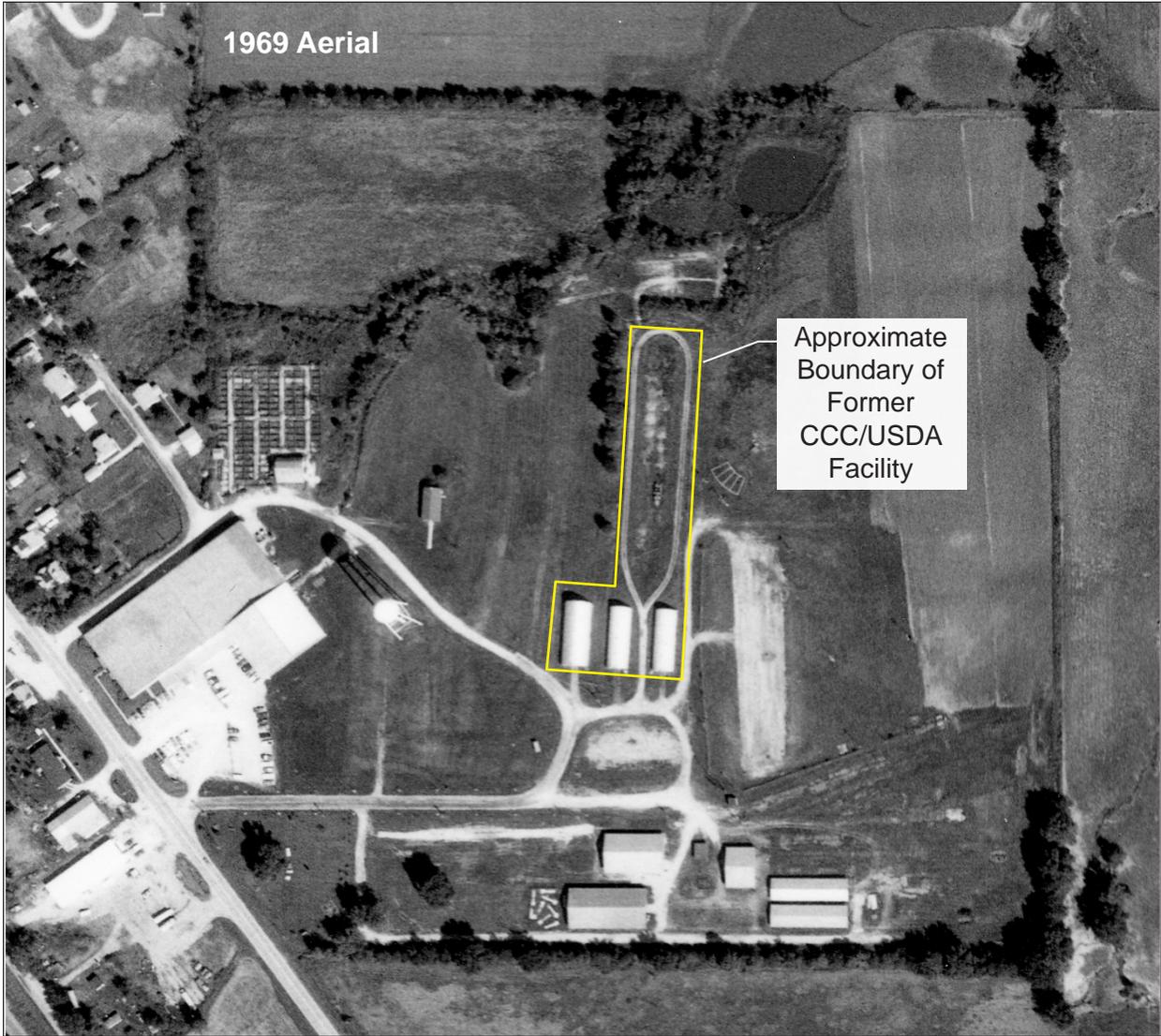
(Seal) W. A. River ^{president}, LESSOR

COMMODITY CREDIT CORPORATION, LESSEE

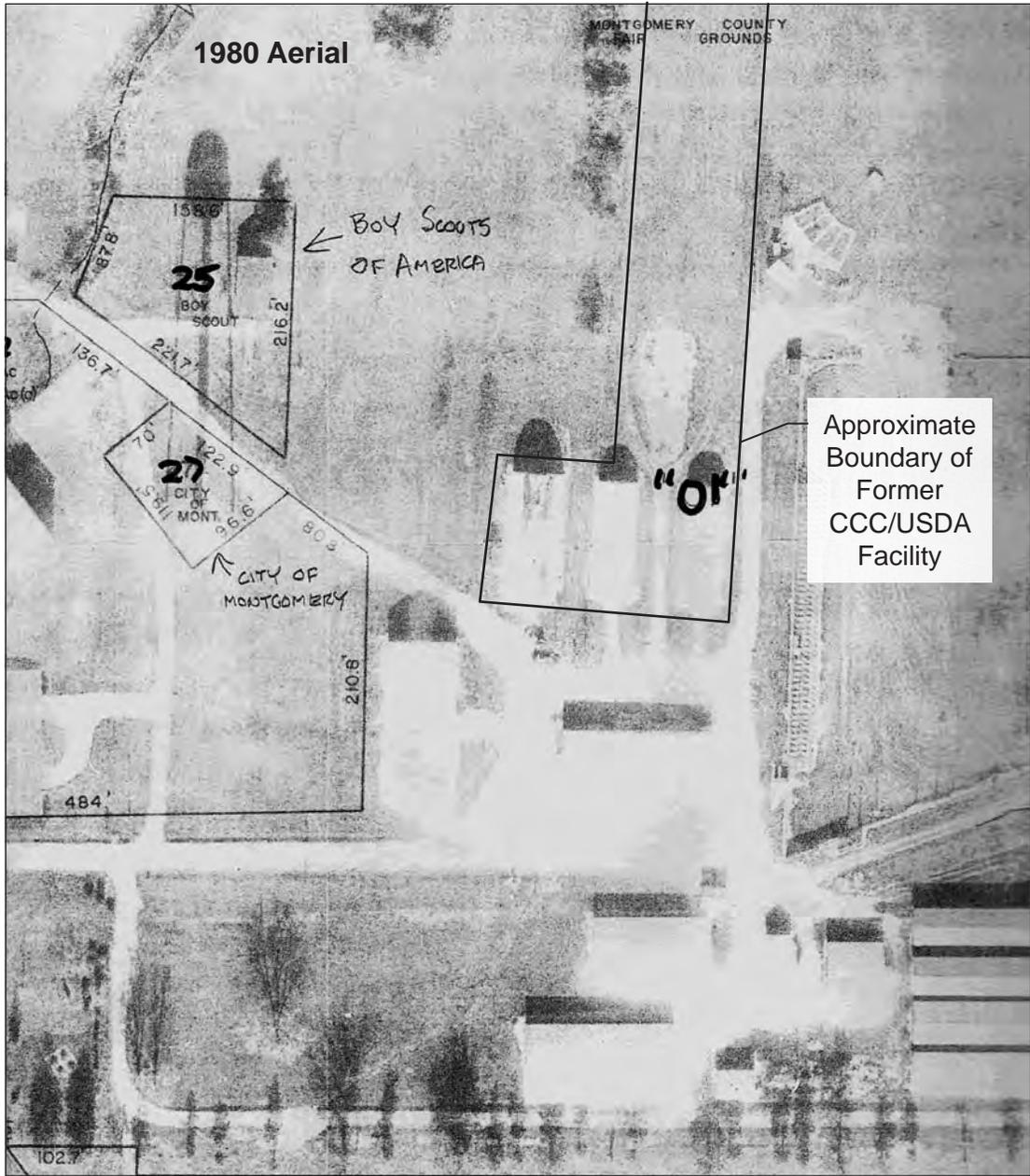
(Seal) _____, LESSOR

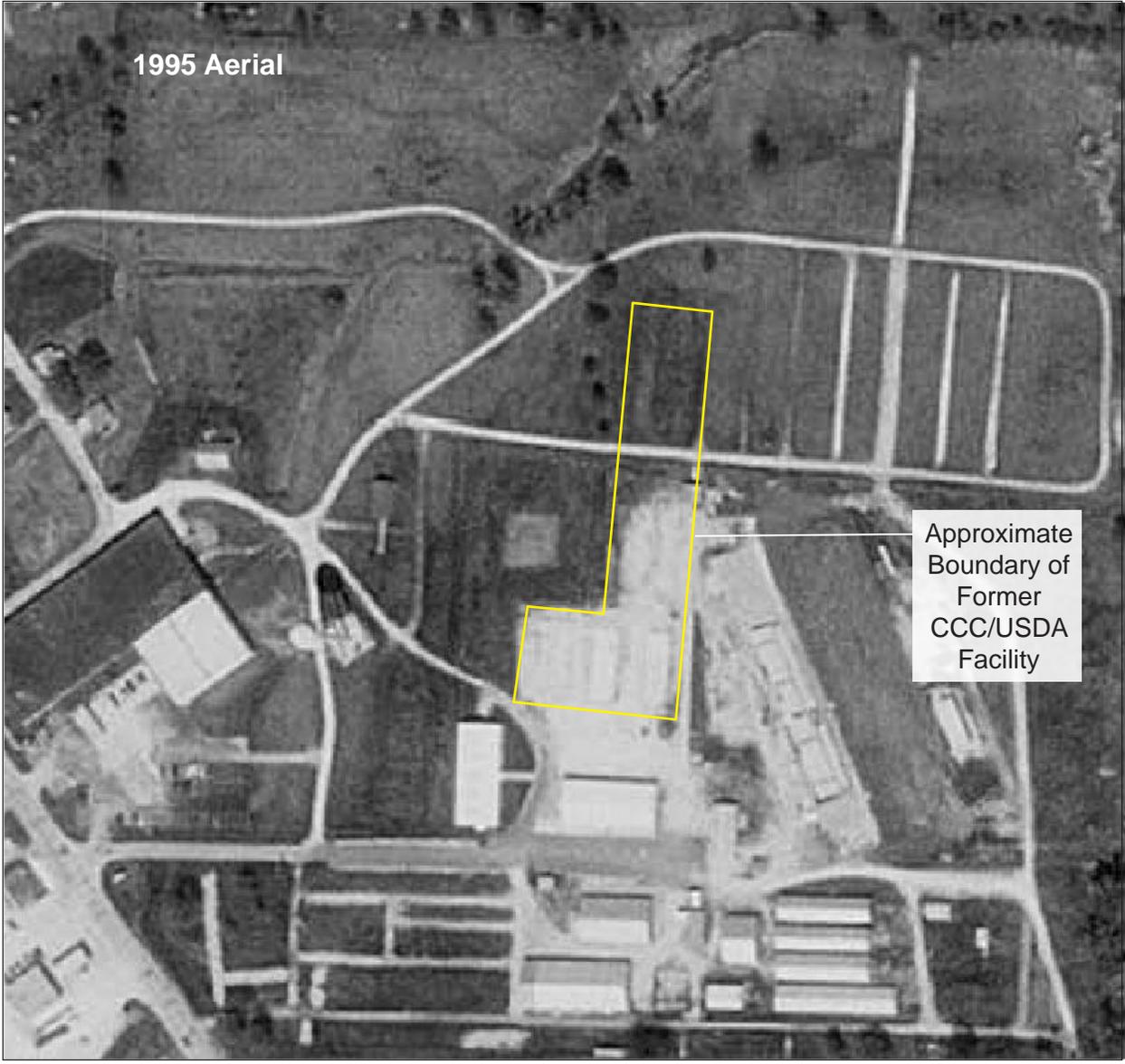
By Claude Bowles
State Executive Director
Missouri ASCS State Office

1969 Aerial



Approximate
Boundary of
Former
CCC/USDA
Facility





1995 Aerial

Approximate
Boundary of
Former
CCC/USDA
Facility

U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURE STABILIZATION AND CONSERVATION

32

COMMODITY CREDIT CORPORATION

LEASE OF PROPERTY

THIS LEASE, made and entered into this 28th day of June, 1954, by and between Frank Schwaebe of Montgomery City, Lessor, and Commodity Credit Corporation, Lessee.

WITNESSETH THAT:

1. The Lessor leases to the Lessee, and the Lessee hereby leases from the Lessor, upon the terms and conditions hereinafter stated, the following described real estate (hereinafter called "property") situated in the County of Montgomery and State of Missouri, part of SE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 30, T49N, R5W containing 2.3 acres, more or less.
2. The term of this lease shall be for a period of 5 years, commencing the 28th day of June, 1954, and ending the 27th day of June, 1959, with the right of the Lessee, during such term or any extension thereof, to terminate said lease, and liability for any further rent, on the 27th day of June of any year, by giving 30 days' previous notice in writing to the Lessor.
3. As rent for said property, the Lessee shall pay the Lessor two-hundred thirty Dollars (\$230.00) per year, such rent to be payable in advance, but to be apportionable in the event the lease is terminated as provided in paragraph 2 hereof.
4. The Lessor warrants that he is the owner of the property, has the right to give the Lessee possession under this lease, and will, so long as this lease remains in effect, ~~make~~ warrant and defend the Lessee's possession against any and all persons whomsoever.
5. The Lessee shall have the right, during this lease, to erect storage structures or facilities, make alterations, install scales, fences, or signs, in or upon the premises hereby leased and, at the expiration of said lease or any removal or extension thereof or at any time this lease is in effect, may remove said storage structures, facilities, scales, fences or signs have become legally a fixture.
6. The Lessee shall not assign this lease without the written consent of the Lessor. The Lessee, may, however, sublet the structures on the premises leased hereunder, or any one or more of them for the terms of the lease or any part thereof upon such terms and conditions as Lessee may wish to so sublet.
7. The Lessee, if required by the Lessor, shall upon the expiration of this lease, or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted: Provided

however, That if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee 30 days before the termination of the lease.

CL Form-58(Reverse)
(4-2-54)

LEASE OF PROPERTY

8. The Lessor grants and gives the Lessee the option as a consideration of this lease and for the further consideration of one dollar, the receipt of which is hereby acknowledged, to renew said lease for a period of 10 years from the Lessor, his heirs, executors, administrators, and assigns, for the sum of two-hundred thirty Dollars (\$230.00) per year.

9. As a consideration of this lease and for the further consideration of one dollar, the receipt of which is hereby acknowledged, the Lessor grants and gives the Lessee the option, at any time while this lease is in effect, to purchase said property from the Lessor, his heirs, executors, administrators, and assign, for the sum of _____

Dollars (\$ _____). In the event the Lessee shall exercise this option to purchase said property, the Lessor agrees to furnish at his own expense an abstract of title, certificate of title, or other evidence of title satisfactory to CCC and to execute a good and sufficient warranty deed conveying fee simple title to said property free and clear of all taxes, liens, or encumbrances except for the following, and no others,

10. In the event any increased tax assessment is made against the Lessor or the property by virtue of the erection of storage structures and facilities thereon by the Lessee, the Lessor agrees to cooperate fully in any contest of such increased assessment which the Lessee feels should be made. The Lessee agrees that the rental hereunder shall be adjusted upward by the amount of any such increased tax assessment which the Lessor and Lessee mutually agree to be proper or which is determined to be legally valid in court proceedings.

11. No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this lease or purchase or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease or purchase if made with a corporation for its general benefit.

12. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee and that no such consideration or payment has been or will be made. Breach of this warranty shall give CCC the right to annul the lease, or, in its discretion, to deduct from the rental or purchase price the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Lessor if the lease is secured or made through a bona-fide agent maintained by the Lessor for the purpose of leasing or selling his property.

(SEAL) Frank Schwaebe LESSOR

COMMODITY CREDIT CORPORATION (LESSEE

(SEAL) ESTELLE Schwaebe Lessor

Henry Logan, Acting Chairman, Montgomery
County ASC Committee

STATE OF MISSOURI)
COUNTY OF MONTGOMERY)

SS. On this 28th day of June, 1954, before me personally appeared

Frank Schwaebe and Estelle Schwaebe, 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 seal in said county and State the day and year first above written.

My Term expires January 29, 1958 (SEAL)

Duncan R. Jennings, Notary Public

Filed for record this 30th day of June 1954, at 9: A. M.

Handwritten signature/initials

U. S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit Corporation
LEASE OF PROPERTY

33

THIS LEASE, made and entered into this 4th day of November, 1968, by and between Frank & Estelle Schwaebe of Montgomery City, Missouri (hereinafter called the "Lessor"), and Commodity Credit Corporation, (hereinafter called the "Lessee").

WITNESSETH THAT:

1. The Lessor leases to the Lessee, and the Lessee hereby leases from the Lessor, upon the terms and conditions hereinafter stated, the following described real estate (hereinafter called "property") situated in the County of Montgomery and State of Missouri

(Enter here a complete legal description of the site)

part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 30, Township 49 North, Range 5 West.

containing 2.3 acres, more or less.

2. The term of the lease shall be for a period of 5 years, commencing the 28th day of June 1969, and ending the 27th day of June, 1974, with the right of the Lessee, at any time during such term or any extension thereof, to terminate said lease, and liability for any further rent, by giving 30 days' previous notice in writing to the Lessor.

3. As rent for said property, the Lessee shall pay the Lessor three hundred Dollars (\$ 300.00) per year, such rent to be payable in advance, but to be apportionable in the event the lease is terminated as provided in paragraph 2 hereof:

4. The Lessor warrants that he is the owner of the property, has the right to give the Lessee possession under this lease, and will, so long as this lease remains in effect, warrant and defend the Lessee's possession against any and all persons whomsoever.

5. The Lessee shall have the right, during this lease, to erect storage structures or facilities, make alterations, install scales, fences, or signs, in or upon the premises hereby leased and, at the expiration of said lease or any renewal or extension thereof or at any time this lease is in effect, may remove said storage structures, facilities, scales, fences or signs or any part thereof, whether or not such structures, facilities, scales, fences or signs have become legally a fixture.

6. The Lessee shall not assign this lease without the written consent of the Lessor. The Lessee, may, however, sublet the structures on the premises leased hereunder, or any one or more of them for the term of the lease or any part thereof upon such terms and conditions as Lessee may wish to so sublet.

7. The Lessee, if required by the Lessor, shall upon the expiration of this lease, restore the premises to the same condition as that existing at the time of first entering upon the same under this lease or under any prior lease from the Lessor to the Lessee which has been continuous, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted: Provided, however, That if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee 30 days before the termination of the lease.

8. The Lessor grants and gives the Lessee the option as a consideration of this lease and for the further consideration of one dollar, the receipt of which is hereby acknowledged, to renew said lease for a period of 5 years from the Lessor, his heirs, executors, administrators, and assigns, for the sum of three hundred Dollars (\$ 300.00) per year.

9. As a consideration of this lease and for the further consideration of one dollar, the receipt of which is hereby acknowledged, the Lessor grants and gives the Lessee the option, at any time while this lease is in effect, to purchase said property from the Lessor, his heirs, executors, administrators, and assigns, for the sum of _____ Dollars (\$ _____). In the event the Lessee shall exercise this option to purchase said property, the Lessor agrees to furnish at his own expense an abstract of title, certificate of title, or other evidence of title satisfactory to CCC and to execute a good and sufficient warranty deed conveying fee simple title to said property free and clear of all taxes, liens, or encumbrances except for the following, and no others.

10. In the event any increased tax assessment is made against the Lessor or the property by virtue of the erection of storage structures and facilities thereon by the Lessee, the Lessor agrees to cooperate fully in any contest of such increased assessment which the Lessee feels should be made. The Lessee agrees that the rental hereunder shall be adjusted upward by the amount of any such increased tax assessment which the Lessor and Lessee mutually agree to be proper or which is determined to be legally valid in court proceedings.

11. No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this lease or purchase or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease or purchase if made with a corporation for its general benefit.

12. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee and that no such consideration or payment has been or will be made. Breach of this warranty shall give CCC the right to annul the lease, or, in its discretion, to deduct from the rental or purchase price the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Lessor if the lease is secured or made through a bona-fide agent maintained by the Lessor for the purpose of leasing or selling his property.

(Seal) Frank Schwaebe, LESSOR
(Seal) Estelle Schwaebe, LESSOR
_____, WITNESS

COMMODITY CREDIT CORPORATION, LESSEE
By John L. Hall
Chairman, MONTGOMERY ASC County Committee
Contracting Officer

State of Missouri)
) ss.
County of Montgomery)

On this 4th day of November, 1968, before me personally appeared Frank Schwaebe and Estelle Schwaebe, 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.

Frances Schreff
Notary Public



11-10-71

STATE OF MISSOURI, } ss.
County of Montgomery }
FILED for RECORD

NOV 6 1968

At 3 o'clock PM Minutes P.M.
WANDA J. ROBINSON
Circuit Clerk & Ex-Officio Recorder
Barbara Stange, Deputy

AGREEMENT CANCELLING LEASE

34

THIS AGREEMENT, made and entered into this 30th day of July, 1974, by and between Frank Schwaebe hereafter called Landowner, and Commodity Credit Corporation, hereafter called CCC.

WITNESSETH THAT:

WHEREAS, Landowners and CCC heretofore, on or about June 28, 1969, entered into a lease whereby Landowner leased to CCC the following described real estate situated in the County of Montgomery, State of Missouri:

Part of the SE 1/4 of the SE 1/4, Section 30, Township 49 North, Range 5 West.

said lease being recorded in Book 217 at Page 696.

WHEREAS, CCC no longer requires this property as a site for grain bins, and it is mutually agreeable to Landowner and CCC that said lease shall be canceled.

NOW, THEREFORE, the parties aforesaid do hereby agree as follows:

Cancellation of Lease

1. Said lease shall be, and the same is hereby canceled, effective the 30th day of July, 1974.

2. Landowner shall retain all rent previously paid by CCC and CCC shall be released of its obligations to make any further rent payments.

3. This instrument is executed on behalf of Commodity Credit Corporation pursuant to delegation of authority/^{published}in the Federal Register, 26 F. R. 3900.

Frank Schwaebe

COMMODITY CREDIT CORPORATION
by George Cobb
County Executive Director

County: Montgomery County

ACKNOWLEDGMENT

State of Missouri)
County of Montgomery)

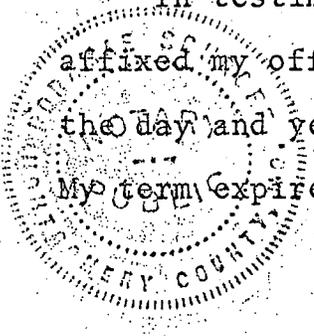
On this 30th day of July, 1974, before me personally appeared Frank Schwaebe to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

My term expires

11-18-75

Doranne Schreff
Notary Public



ACKNOWLEDGMENT

State of Missouri)
County of Montgomery)

On this 30th day of July, 1974, before me personally appeared George Cobb, to me known to be the County Executive Director of the Montgomery County ASCS Office, and known to me to be a duly authorized Agent of Commodity Credit Corporation, and acknowledged that he executed the same as his free act and deed and the free act and deed of Commodity Credit Corporation.

2007 Aerial



Approximate
Boundary of
Former
CCC/USDA
Facility



Environmental Science Division

Argonne National Laboratory
9700 South Cass Avenue, Bldg. 203
Argonne, IL 60439-4843
www.anl.gov



U.S. DEPARTMENT OF
ENERGY

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