

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT
Solid Waste Form 1490
PERMIT BOND FOR CLEANUP AND CLOSURE

Principal, the "Principal", and Address _____

Surety, the "Surety", and Address _____

Permitted Site, the "Facility", and Address _____

Permit No. _____

Permitted Activity _____

Penal Sum \$ _____

Principal and Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns, for the payment of the penal sum to Kansas Department of Health and Environment, "KDHE". Principal is required to have a permit to own or operate the facility identified herein, or to conduct the activity, for the purposes and in the manner allowed by provisions of K.S.A. 65-3401 *et. seq.* and applicable rules and regulations. The permit entitles Principal to use the facility or to engage in the activity, and obligates Principal to conduct cleanup and closure of the facility according to the requirements of law, rules and regulations, and the terms and conditions of the permit.

The condition of the obligation is such that if Principal shall perform all cleanup and closure of the facility or activity when required to do so, or shall indemnify KDHE in the amount of the penal sum, then this obligation to be null and void, otherwise to remain in full force and effect.

The liability of Surety shall be and remain in full force and effect for the full period of the permit, and any modifications, extensions and renewals thereof.

Surety shall pay the amount of the cost of cleanup and closure, up to the full penal sum, to KDHE within 30 days after Surety receives notice from KDHE that Principal has failed to meet the obligations imposed on Principal by applicable law, rules and regulations, or the terms and conditions of the permit. Payment shall be made by check or draft made payable to KDHE. The obligation of Surety shall not be terminated by any payment or succession of payments, until such payment or succession of payments shall equal the penal sum.

Any cancellation of this obligation by Surety shall be reported to both KDHE and Principal, in writing by certified mail, at least 120 days prior to the effective date of cancellation as evidenced by the return receipts, provided however, that such cancellation shall not become effective unless and until Principal has provided alternative financial assurance to KDHE, and has obtained the approval of KDHE for its use.

Venue for any legal action filed on this permit bond shall be in Shawnee County, Kansas.

In Witness Whereof, Principal and Surety have caused this permit bond to be executed by their respective officers duly authorized, and their corporate seals to be hereunder affixed and their signatures attested, as of the dates appearing by the signatures below.

Bond Premium \$ _____ Effective Date _____

SIGNED FOR THE PRINCIPAL

/S/ _____

Date _____

Name _____

Title _____

Seal

SIGNED FOR THE SURETY

/S/ _____

Date _____

Name _____

Title _____

Seal

Signature Attested by the Notary

Signature Attested by the Notary