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~~Rebecca L. Davis~~, Register of Deeds, Johnson County, Kansas

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REGISTER OF DEEDS COVER SHEET

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TYPE OF DOCUMENT: *Quitclaim Deed*

1<sup>ST</sup> PARTY: *United States of America*

2<sup>ND</sup> PARTY: *Sunflower Redevelopment, LLC*

LEGAL DESCRIPTION: *See Attached Exhibit "A"*

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11 South Cherry Street, PO Box 700, Olathe, Kansas 66051-0700  
(913) 715-2300 FAX (913) 715-2310  
[Rod@jocoks.com](mailto:Rod@jocoks.com) \* <http://www.jocoks.com/rod>

**QUITCLAIM DEED**

**PARCEL ID NO.**

3F211325-3001  
*August 5, 2005 HB*

STATE OF KANSAS

**KNOW ALL BY THESE PRESENTS:**

COUNTY OF JOHNSON

This QUITCLAIM DEED, between the UNITED STATES OF AMERICA (hereinafter the "Grantor"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the authority of the provisions of the special legislation covering the conveyance of the Sunflower Army Ammunition Plant, Johnson County, Kansas, found at PL-108-375, Title XXVIII, Subtitle D, Part 1, Section 2841 (118 STAT. 2135) ("Sunflower Act"), and SUNFLOWER REDEVELOPMENT, LLC, a Kansas limited liability company (hereinafter the "Grantee").

**NOW, THEREFORE**, the Grantor and the Grantee make the following respective conveyances, grants, assignments, reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements hereinafter set forth.

**I. Conveyance of the Fee Estate**

The Grantor, for and in consideration of: (1) all good and valuable consideration specified in the separate written MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ARMY, AND SUNFLOWER REDEVELOPMENT, LLC FOR THE CONVEYANCE OF LAND AND PROPERTY COMPRISING THE FORMER SUNFLOWER ARMY AMMUNITION PLANT JOHNSON COUNTY KANSAS, dated as of August 3, 2005, ("Conveyance Agreement"), and recorded by abstract in the records of the Johnson County, Kansas Clerk in Book 200508 at Page 03601; and, (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all valid and existing reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever quitclaim unto the Grantee, its successors and assigns, under and subject to all of the reservations, restrictions, covenants, exceptions, notifications, conditions, easements, and agreements hereinafter set forth, all of that certain real property situate, lying, and being in Johnson County, State of Kansas, and described in detail in Attachment 1, which is attached hereto and made a part hereof (hereinafter referred to as the "Property").

**TO HAVE AND TO HOLD** the Property, together with: (1) all mineral rights, (2) all improvements, hereditaments, tenements, and appurtenances therein; and (3) all reversions, remainders, issues, profits and other rights belonging or related thereto, either in law or in equity, for the use and benefit of the Grantee, its successors and assigns forever.

Except with respect to the requirements of 42 U.S.C. § 9620(h)(3)(C), it is further understood and agreed by and between the parties hereto that the Grantee, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon

  
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each of the following covenants, which covenants shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the notices, use restrictions, terms, conditions, agreements and covenants set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions, terms, conditions, agreements and in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns.

**II. CERCLA Reservations to Conveyance**

For the Property, the Grantor provides the following notice, description, and covenant:

**(A) CERCLA Notice**

1. Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in Section 120(h), is provided in Attachment 2. Additional information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the Grantee in the Conveyance Agreement.

2. Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken on the Property is provided in Attachment 2. Additional information regarding remedial action taken has been provided to the Grantee in the Conveyance Agreement.

**(B) Deferred CERCLA Covenant.**

1. The Property is hereby conveyed under CERCLA's early transfer authority, 42 USC § 9620(h)(3)(C). Subject to the Army's successful performance of its obligations under the remediation contract for Sunflower between the Grantor and Grantee dated as of August 3, 2005 ("Remediation Contract"), Grantee warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance. In the event that the Grantee does not take all required response action, the Army recognizes and affirms that it is ultimately responsible for causing the completion of environmental remediation of contamination necessary to provide the CERCLA covenant as required by 42 USC § 9620(h)(3)(A)(ii)(I) (the "CERCLA Covenant").

2. Once all additional response actions found to be necessary after the date of this conveyance regarding hazardous substances located on any of the Property has been fully completed, the Grantor will thereafter issue and file in the records of the Johnson County Clerk its warrant that all remedial action necessary to protect human health and the environment has been taken as required by 42 USC § 9620(h)(3)(A)(ii)(I).

  
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3. This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a "Potentially Responsible Party", as defined under CERCLA, with respect to the Property prior to the date of this Deed. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to the presence of a hazardous substance remaining on the Property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance. Nothing in this deed will be construed to modify or negate the terms and conditions of the Remediation Contract.

**(C) Right of Access Easement.**

1. Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(iii)), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States ("ER Easement"). This ER Easement exists without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. This ER Easement includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. The ER Easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2. In exercising the ER Easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property and to limit damage or injury to improvements to the Property. The ER Easement and right of access include the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the ER Easement and right of access hereby retained and reserved by the United States.

3. In exercising the ER Easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim of law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States, or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this ER Easement or the CERCLA Covenant. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

4. Notwithstanding the foregoing, nothing contained in the ER Easement shall be construed to limit and/or prohibit the Grantee, its successors and assigns, from seeking

  
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appropriate legal recourse from the Government in the event that any response results in a permanent Government taking of any portion of or injury to the Property arising under federal or state law.

(D) **Non-Disturbance Clause.** Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

### III. Environmental Remediation Land Use Restrictions

The United States Department of the Army has undertaken careful environmental study of the Property and concluded that certain land use restrictions are required to ensure protection of human health and the environment. The Grantor and Grantee have agreed that the Grantee will conduct all required environmental remediation in accordance with the Consent Order between the Kansas Department of Health and Environment ("KDHE") and the Grantee dated as July 29, 2005 ("Consent Order") and any amendments thereto. Pending completion of all required environmental remediation, portions of the Property more fully identified in Attachment 3 ("Environmental Hazard Area") will be subject to the environmental restrictions set forth below. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of this portion of the Property that would violate the land use restrictions contained herein.

#### (A) Non-Residential Use Restriction

Grantee, for itself and its successors and assigns, covenants and agrees that the use of the Property shall be limited to non-residential use only. Prohibited residential uses are child care, pre-school, playground or any form of housing.

#### (B) Public Access/Use Restriction

Grantee, for itself and its successors and assigns, covenants and agrees that there will be no unauthorized public access or use of the Environmental Hazard Area. The Grantee will establish and maintain perimeter or other fencing, warning signs, and implement procedures to control unauthorized access to the Environmental Hazard Area (Attachment 3).

#### (C) Ground Disturbance Restrictions

Grantee, for itself and its successors and assigns, covenants and agrees that no physical or structural changes or disturbance of ground surface shall be permitted in, on or immediately adjacent to the Environmental Hazard Area (Attachment 3) except for such further investigation, study or remedial activities as permitted by applicable Federal or state regulatory authorities.

  
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**(D) Groundwater Use Restrictions**

Grantee, for itself and its successors and assigns, covenants and agrees that no access or use groundwater underlying the Property for any purposes shall be permitted unless the groundwater has been tested and found to meet applicable standards by the KDHE and any other state and local regulatory authorities. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits, studies, or analysis shall be the sole responsibility of the Grantee, its successors and assigns.

**(E) Landfill Restrictions**

The Property has five non-hazardous waste landfills ("Landfills") more fully identified in the Environmental Hazard Area (Attachment 3). The Grantee, for itself and its successors and assigns, agrees that no physical or structural changes or disturbance of ground surface it shall be permitted in, on or immediately adjacent to the Landfills which may damage the landfill soil cover and liners except in accordance with requirements of the KDHE and its successors.

**IV. Explosive Safety Land Use Restrictions**

Grantee is hereby notified and acknowledges that Sunflower Army Ammunition Plant was used primarily for the production of military propellants from 1943 until 1992. The explosive hazards known or suspected to be present at Sunflower are limited to munitions constituents (MC) (i.e., propellant, explosive, or pyrotechnic) from past propellant manufacturing operations that may be present in high enough concentrations to pose an explosive hazard. Such MC is known to be present in buildings/structures, production equipment, industrial sewer/process lines, and foundations. The Grantor and Grantee have agreed that the Grantee will conduct all required munitions responses in accordance with a Department DDESB-approved munitions response ESS, dated October 1999, and an ESS amendment, dated May 13, 2005 (collectively "the ESS"). Pending completion of all required munitions response actions, those portions of Sunflower more fully identified in Attachment 4 ("Explosive Hazard Area") will be subject to the following explosive safety restrictions:

**(A) Public Access/Use Restriction**

Grantee, for itself and its successors and assigns, covenants and agrees that there will be no unauthorized public access or use of the Explosive Hazard Area. The Grantee will establish and maintain perimeter fencing or other fencing, warning signs, and implement procedures to control unauthorized access to the Explosive Hazard Area (including unauthorized access from the Sunflower Property). The Grantee will also implement procedures (e.g., safety briefings) to inform employees and other personnel authorized access to the Explosive Hazard Area of the potential explosive hazards. The term "Sunflower Property" shall mean the former Sunflower Army Ammunition Plant property comprising approximately 9,027 acres.

  
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**(B) Ground Disturbance Restrictions**

Grantee, for itself and its successors and assigns, covenants and agrees that no physical or structural changes or disturbance of ground surface shall be permitted in or on the Explosive Hazard Area hereto, except for such further munitions response activities conducted per a DDESB-approved ESS.

**V. Notice of the Potential Presence of Unexploded Ordnance ("UXO") or Discarded Military Munitions ("DMM")**

(A) Given the former use of the Property as an active military installation, there is a remote possibility that UXO or DMM may be encountered during munitions response and/or other activities. Should such a discovery occur, the Grantee shall immediately stop any intrusive or ground disturbing work in the area of discovery, or in any adjacent areas, and shall not attempt to disturb, remove or destroy the discovered munition, but shall immediately notify the on-site Army representative or, if there is no on-site Army representative, local law enforcement so that appropriate explosive ordnance disposal personnel can be dispatched to address such discoveries as required under applicable law and regulations.

**(B) MR Easement and Access Rights.**

1. The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary or such access and entrance is necessary to carry out an action under the ESS on adjoining property ("MR Easement"). The MR Easement includes, without limitation, the right to perform any explosive or munitions emergency response actions, munition response actions (e.g., investigation, sampling, testing, test-pitting, surface and subsurface removal operations), or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. The MR Easement shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2. In exercising the MR Easement, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property and to limit damage or injury to improvements to the Property. The MR Easement includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the MR Easement hereby retained and reserved by the United States.

3. In exercising the MR Easement, neither the Grantee nor its successors and assigns, as the case may be shall have any claim of law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States, or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with the MR Easement. In addition, the Grantee, its successors

  
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and assigns, shall not interfere with any response, action or corrective action conducted by the Grantor on the Property pursuant to and in accordance with the MR Easement.

4. Notwithstanding the foregoing, nothing contained in the MR Easement shall be construed to limit and/or prohibit the Grantee, its successors and assigns, from seeking appropriate legal recourse from the Government in the event that any Response results in a permanent Government taking of any portion of or injury to the Property arising under federal or state law.

**VI. Modification or Termination of Land Use Restrictions**

Upon issuance of the CERCLA Covenant pursuant to Section II.B, 2, the Grantor will modify or terminate the land use restrictions to the extent authorized by Army's Munitions Response Completion Certification and the KDHE. The Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

**VII. Hold Harmless**

(A). The Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

(B) The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

(C) Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

**VIII. Other Notices, Exceptions, Restrictions and Covenants Affecting the Property**

This Quitclaim Deed covering the Property is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

(A) As-Is, Where Is.

Except as otherwise provided in the Conveyance Agreement as a material part of the consideration for the Property being conveyed, the Grantee is taking the Property "AS IS, WHERE IS" with any and all latent and patent defects and that there is no warranty by the Grantor that the Property has a particular financial value or is fit for a particular purpose. Except

  
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as otherwise provided in the Conveyance Agreement, the Grantee further acknowledges and stipulates that the Grantee is not relying on any representation, statement, or other assertions with respect to the condition of the Property. The Grantee takes the Property with the express understanding stipulation that there are no express or implied warranties except as otherwise provided for in the Conveyance Agreement.

**(B) Notice of the Presence of Asbestos and Covenant.**

1. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

2. The Grantee covenants and agrees that its use and occupancy of Sunflower will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

**(C) Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes.**

1. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

2. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as residential property, as defined under 24 CFR Part 35, without complying with this Section and all applicable federal, state, and local laws and regulations pertaining to LBP hazards. Prior to permitting the occupancy of any buildings or structures on the Property where its use after the Closing is intended for residential habitation, the Grantee agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or

  
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environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

**(D) Notice of Wetlands.** Portions of the Property contain wetlands. Grantee, for itself and its successors and assigns, agrees and covenants that any development of any portion of the Property containing wetlands will be subject to all applicable wetlands regulations and other applicable federal, state and local statutes, and ordinances relating to wetlands. To the extent required under Section 404 of the Federal Clean Water Act, the Grantee, for itself and its successors and assigns agrees to obtain prior authorization from the United States Army Corps of Engineers before engaging in any ground disturbance activity which would adversely affect the extent, condition and function of a wetlands area.

**(E) Notice of 100 Year Floodplain.** Portions of the Property are located in a 100 year floodplain. Grantee, for itself and its successors and assigns, agrees and covenants that any development located within any portion of the above described Property will be subject to the applicable 100 year floodplain regulations and other applicable Federal, state and local statutes, and ordinances relating to flood hazard.

**(F) Notice of FAA Restrictions.** The Grantee, for itself and its successors and assigns, agrees and that any construction or alteration is prohibited on any portion of the Property unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

**(G) Notice of Historic Property/Specific Conditions, Restrictions, Limitations and Covenants.**

The Grantee is hereby informed and acknowledges that portions of the Property may have been determined to be of historic significance. The Grantee, for itself and its successors and assigns, and every successor in interest to the Property hereby conveyed, covenants and agrees to be bound by the conditions, covenants, restrictions, limitations, and covenants set forth in the MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION, U.S. ARMY ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND THE KANSAS STATE HISTORIC PRESERVATION OFFICER REGARDING THE SUNFLOWER ARMY AMMUNITION PLANT DISPOSAL ACTION NEAR DeSOTO, KANSAS, dated March 13, 2003, which is recorded in the Office of the Johnson County Clerk, in Book 200508 at Page 003601. Further, Grantee, for itself and its successors and assigns, and every successor in interest to the Property hereby conveyed, covenants and agrees that in the event the Property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in all instruments of conveyance.

  
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**(H) Post-Transfer Discovery of Contamination**

1. Any actual or threatened release of a hazardous substance or petroleum product discovered on the Property after the date of conveyance shall be the responsibility of the Grantee to the extent required by the Remediation Contract. If the Grantee, its successors or assigns believe the discovered hazardous substance constitutes an Army Retained Obligation (as defined in the Remediation Contract), Grantee will not disturb the material, immediately secure the site, and notify the Grantor in accordance with the Remediation Contract

2. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

**IX Anti-Deficiency Act**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

**X. No Waiver**

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver of a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

**XI. Put**

Grantor hereby agrees and acknowledges that Grantee has a right to reconvey to Grantor its interest in the Property ("Put Option"). The Put Option may be exercised by Grantee at any time after the date first above written, only in connection with, and until such time as all claims of the Shawnee Tribe in the matter of *Shawnee Tribe, et al., v United States of America, et al., United States Court of Appeals for the 10<sup>th</sup> Circuit, Case No. 04-3256* have been adjudicated to be invalid, or non-appealable, and may not be further litigated. In the event: (a) the Grantor is ordered by a federal court of competent jurisdiction to reacquire the Property on behalf of the Shawnee Tribe; or (b) the Grantee, in its sole discretion, determines that it is unwilling to wait until a federal court of competent jurisdiction has issued a final non-appealable decision on the Shawnee tribal claim and the Grantee is not in default on the Conveyance Agreement at the time of the exercise of this Put Option, then, in such event, the Grantee agrees to reconvey and the

  
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Grantor hereby agrees to accept a reconveyance of the Property by Grantee in the form of a quitclaim deed which reconveyance shall not include those portions of the Property that Grantee has conveyed to the following parties pursuant to the Real Estate Transfer Agreements between Grantee and the following parties, each dated as of July 29, 2005, and which reconveyance shall be subject to the rights held by the following parties pursuant to such Real Estate Transfer Agreements (i) Kansas State University, (ii) The University of Kansas, (iii) Johnson County Park and Recreation District, (iv) City of DeSoto and (v) DeSoto Unified School District No. 232, Johnson County, State of Kansas. This reconveyance shall be at no cost to the Grantor.

Upon such reconveyance under subsection (a) above, Grantee, on behalf of itself and its successors, assigns, transferees and any other successor party in interest to the Property (collectively "Successor Parties"), agree that in the event the Grantee or any Successor Parties files a claim against the Government for damages, the sole recourse and total aggregate amount available to Grantee's and/or any Successor Parties shall not exceed twenty-two million dollars (\$22,000,000).

IN WITNESS WHEREOF, the Grantor, has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army for Installations and Housing (I & H), this the 20th day of August 2005.

UNITED STATES OF AMERICA

By: Joseph W. Whitaker  
JOSEPH W. WHITAKER  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA (I & E)

COMMONWEALTH OF VIRGINIA )  
 ) SS:  
COUNTY OF ARLINGTON )

ON AUGUST 3RD 2005

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I & H), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

My Commission Expires: 20 September 2008

Sherinah Z. Hall  
Notary Public  
SHERINAH Z. HALL

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# Attachment 1

## EXHIBIT A-1 (FEE SIMPLE TITLE TRACTS DESCRIPTIONS):

### TRACT 1: (MAIN RESERVATION)

A TRACT OF BEING A PORTION OR ALL OF SECTIONS 12, 13, 24, 25, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 21 EAST AND ALL OR A PORTION OF SECTIONS 4, 5, 7, 8, 9, 17, 18, 19, 20, 29, 30, 31 AND 32 OF TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, TOWNSHIP 13 SOUTH, RANGE 22 EAST; THENCE S88°20'21"W ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2633.35 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE S88°18'48"W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2635.41 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S88°14'55"W ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2369.18 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE S88°30'13"W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2641.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE S88°26'30"W ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2645.94 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE S88°26'30"W ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 115.84 FEET TO A POINT ON THE CENTERLINE OF CAPTAIN CREEK AS IT NOW EXISTS; THENCE N27°58'39"E ON SAID CENTERLINE A DISTANCE OF 148.45 FEET; THENCE N19°24'09"E ON SAID CENTERLINE A DISTANCE OF 119.06 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE N01°34'43"W ON THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 482.28 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE CENTERLINE OF CAPTAIN CREEK; THENCE N60°16'04"W ON SAID CENTERLINE A DISTANCE OF 41.74 FEET; THENCE N23°40'47"W CONTINUING ON SAID CENTERLINE A DISTANCE OF 83.28 FEET; THENCE N07°47'57"W CONTINUING ON SAID CENTERLINE A DISTANCE OF 138.16 FEET; THENCE N19°36'29"W CONTINUING ON SAID CENTERLINE A DISTANCE OF 149.03 FEET; THENCE N34°08'36"W ON SAID CENTERLINE A DISTANCE OF 89.27 FEET; THENCE N48°26'56"W CONTINUING ON SAID CENTERLINE A DISTANCE OF 159.83 FEET; THENCE N24°59'30"W A DISTANCE OF 52.71 FEET; THENCE N08°54'05"W CONTINUING ON SAID CENTERLINE A DISTANCE OF 58.09 FEET; THENCE N00°29'52"E CONTINUING ON SAID CENTERLINE A DISTANCE OF 115.86 FEET; THENCE N15°51'56"E CONTINUING ON SAID CENTERLINE A DISTANCE OF 81.09 FEET; THENCE N20°07'35"E CONTINUING ON SAID CENTERLINE A DISTANCE OF 129.40; THENCE N32°19'47"E CONTINUING ON SAID CENTERLINE A DISTANCE OF 126.10 FEET; THENCE N16°16'52"W CONTINUING ON SAID CENTERLINE A DISTANCE OF 99.28 FEET; THENCE N31°38'38"E CONTINUING ON SAID CENTERLINE A DISTANCE OF 71.53 FEET; THENCE N50°49'51"E CONTINUING ON SAID CENTERLINE A DISTANCE OF 154.01 FEET; THENCE N73°24'36"E CONTINUING ON SAID CENTERLINE A DISTANCE OF 39.75 FEET TO THE POINT OF INTERSECTION OF THE CENTERLINE OF CAPTAIN CREEK AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE N01°34'43"W ON THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SAID SECTION 36 A DISTANCE OF 3311.90 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N02°10'49"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25 A DISTANCE OF 934.44 FEET; THENCE N65°25'45"E A DISTANCE OF 2837.89 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N01°51'53"W ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25 A DISTANCE OF 560.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE N01°51'53"W ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 2682.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE N02°11'34"W ON THE WEST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 1326.26 FEET; THENCE S88°56'29"W A DISTANCE OF 2621.92 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N01°53'33"W ON THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 3977.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE N02°05'54"W ON THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2295.50 FEET; THENCE N88°55'28"E A DISTANCE OF 614.23 FEET; THENCE N02°05'54"W A DISTANCE OF 2952.85 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N02°46'39"W A DISTANCE OF 2698.68 FEET; THENCE S88°55'28"W A DISTANCE OF 615.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE N02°47'01"W ON THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 388.79 FEET; THENCE N42°47'41"E A DISTANCE OF 3018.16 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF KANSAS STATE HIGHWAY NO. 10, AS NOW ESTABLISHED; THENCE N88°41'57"E ON SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 359.23 FEET; THENCE N89°03'19"E CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 516.03 FEET; THENCE S05°12'57"E A DISTANCE OF 296.28 FEET; THENCE S35°45'03"W A DISTANCE OF 1592.20 FEET; THENCE S02°17'27"W A DISTANCE OF 232.50 FEET; THENCE N88°49'37"E A DISTANCE OF 1213.15 FEET; THENCE N02°14'16"W A DISTANCE OF 693.85 FEET; THENCE N87°45'13"E A DISTANCE OF 1401.59 FEET; THENCE N00°55'07"W A DISTANCE OF 146.00 FEET; THENCE N88°39'23"E A DISTANCE OF 2321.00 FEET; THENCE N01°31'37"W A DISTANCE OF 355.00 FEET; THENCE N88°35'57"E A DISTANCE OF 610.00 FEET; THENCE N01°24'03"W A DISTANCE OF 570.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID KANSAS STATE HIGHWAY NO. 10, AS NOW ESTABLISHED; THENCE N88°35'13"E ON SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2705.78 FEET TO A POINT BEING 40 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE N88°42'01"E CONTINUING ON SAID SOUTH RIGHT-OF-

  
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WAY LINE A DISTANCE OF 437.85 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 2062.40 FEET AND AN ARC LENGTH OF 2971.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANSAS STATE HIGHWAY NO. 10, AS NOW ESTABLISHED; THENCE N06°08'01"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1210.20 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, CONTINUING ON SAID EASTERLY RIGHT-OF-WAY LINE, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 915.40 FEET AND AN ARC LENGTH OF 660.33 FEET; THENCE N49°29'01"E CONTINUING ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1604.70 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, CONTINUING ON SAID EASTERLY RIGHT-OF-WAY LINE, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1472.70 FEET AND AN ARC LENGTH OF 734.55 FEET; THENCE N20°54'01"E CONTINUING ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 225.06 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE N88°26'13"E ON THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 461.86 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE N88°24'22"E ON THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1311.45 FEET; THENCE S02°38'55"E A DISTANCE OF 5345.08 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE S01°58'27"E A DISTANCE OF 5264.79 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE S88°43'45"W ON THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1312.69 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S01°52'32"E ON THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 5227.66 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION SAID 20; THENCE S01°50'54"E ON THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 5244.62 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE S87°59'34"W ON THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2631.44 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE S02°02'36"E A DISTANCE OF 5256.27 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE N88°28'41"E ON THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1319.01 FEET; THENCE S01°51'19"E A DISTANCE OF 2009.82; THENCE S30°53'52"W A DISTANCE OF 2434.42 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE S01°52'55"E ON THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1361.31 FEET TO THE POINT OF BEGINNING. CONTAINS 389,269,552 SQUARE FEET OR 8,936.40 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.

LESS AND EXCEPT, A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 21 EAST OF THE SIXTH P.M. IN JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON ASSUMED BEARINGS SOUTH 88°03'11" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 347.09 FEET; THENCE SOUTH 13°34'34" WEST, 47.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 13°34'34" WEST, 407.12 FEET; THENCE SOUTH 02°40'10" WEST, 458.84 FEET; THENCE SOUTH 84°50'52" EAST, 1148.61 FEET; THENCE NORTH 16°14'33" WEST, 1006.37 FEET; THENCE SOUTH 89°18'39" WEST, 745.60 FEET TO THE POINT OF BEGINNING. CONTAINING 20.056 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD, IF ANY.

TRACT 3: (WATER FILTRATION AREA)

THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, AND

THE WEST HALF (1/2) OF THE WEST (1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS,

EXCEPT THAT PART OF THE ABOVE DESCRIBED TRACTS DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE WEST 1/2 OF SECTION 5 ALL IN TOWNSHIP 13 SOUTH, RANGE 22, EAST OF THE SIXTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, KANSAS DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE WEST 1/2 OF SAID SECTION 5 DESCRIBED AS BEGINNING AT A POINT 40 FEET NORTH AND 122 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SECTION 5, 2226.65 FEET; THENCE NORTH 61 DEGREES 58 MINUTES 20 SECONDS EAST, 659.00 FEET; THENCE NORTH 45 DEGREES 08 MINUTES EAST, 44.15 FEET; THENCE NORTH 184 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 20 SECONDS EAST, 350.62 FEET; THENCE NORTH, 103 FEET; THENCE EAST, 962.91 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES EAST, 639.70 FEET TO A POINT ON A LINE PARALLEL TO AND 100 FEET WESTERLY OF THE CENTER LINE OF KANSAS STATE HIGHWAY NO. 10; THENCE SOUTH 8 DEGREES 53 MINUTES WEST 354.93 FEET ALONG SAID LINE PARALLEL TO THE CENTER LINE OF KANSAS STATE HIGHWAY NO. 10; THENCE SOUTH 45 DEGREES 00 MINUTES WEST, 704.61 FEET; THENCE NORTH 47 DEGREES 56 MINUTES WEST, 212.20 FEET; THENCE SOUTH 44 DEGREES 54 MINUTES WEST, 145 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ON A CURVE TO THE RIGHT WITH A RADIUS OF 886.6 FEET, AN ARC DISTANCE OF 469.87 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 886.6 FEET FOR A DISTANCE OF 164

  
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FEET; THENCE IN A SOUTHWESTERLY DIRECTION ON A CURVE TO THE LEFT WITH A RADIUS OF 56.6 FEET AN ARC DISTANCE OF 74.3 FEET TO A POINT OF TANGENCY; THENCE SOUTH ALONG THE EAST CURB OF SUNFLOWER ROAD, 137.3 FEET TO THE POINT OF INTERSECTION WITH THE CENTER LINE OF LEXINGTON STREET; THENCE CONTINUING SOUTH ALONG SAID EAST CURB 179.5 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT ALONG SAID EAST CURB WITH A RADIUS OF 420.11 FEET, AN ARC DISTANCE OF 172.67 FEET; THENCE SOUTH 63 DEGREES 45 MINUTES EAST, 155.60 FEET TO A POINT 800 FEET NORTH AND 1300 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH TO A LINE PARALLEL TO AND 40 FEET NORTHERLY OF THE CENTER LINE OF SAID KANSAS STATE HIGHWAY NO. 10; THENCE IN A SOUTHWESTERLY DIRECTION ON A CURVE TO THE RIGHT WITH A RADIUS OF 2041.7 FEET, AN ARC DISTANCE OF 945.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 43 MINUTES WEST, 306.43 FEET ALONG THE TANGENT TO THE LAST DESCRIBED CURVE TO THE POINT OF BEGINNING.

TRACT 4: (W-9 OR B-185)

A TRACT OF LAND LYING IN THE SOUTHWEST CORNER OF SECTION 32, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 32; THENCE NORTH 14 RODS ALONG THE WEST LINE OF SAID SECTION 32; THENCE EAST 13 RODS; THENCE SOUTH 14 RODS; THENCE WEST 13 RODS ALONG THE SOUTH LINE OF SAID SECTION 32; TO THE PLACE OF BEGINNING IN TOWNSHIP 12 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS.

TRACT 5: (W-1 OR B161 AND B162) (RIVER INTAKE AREA)

PARCEL A:

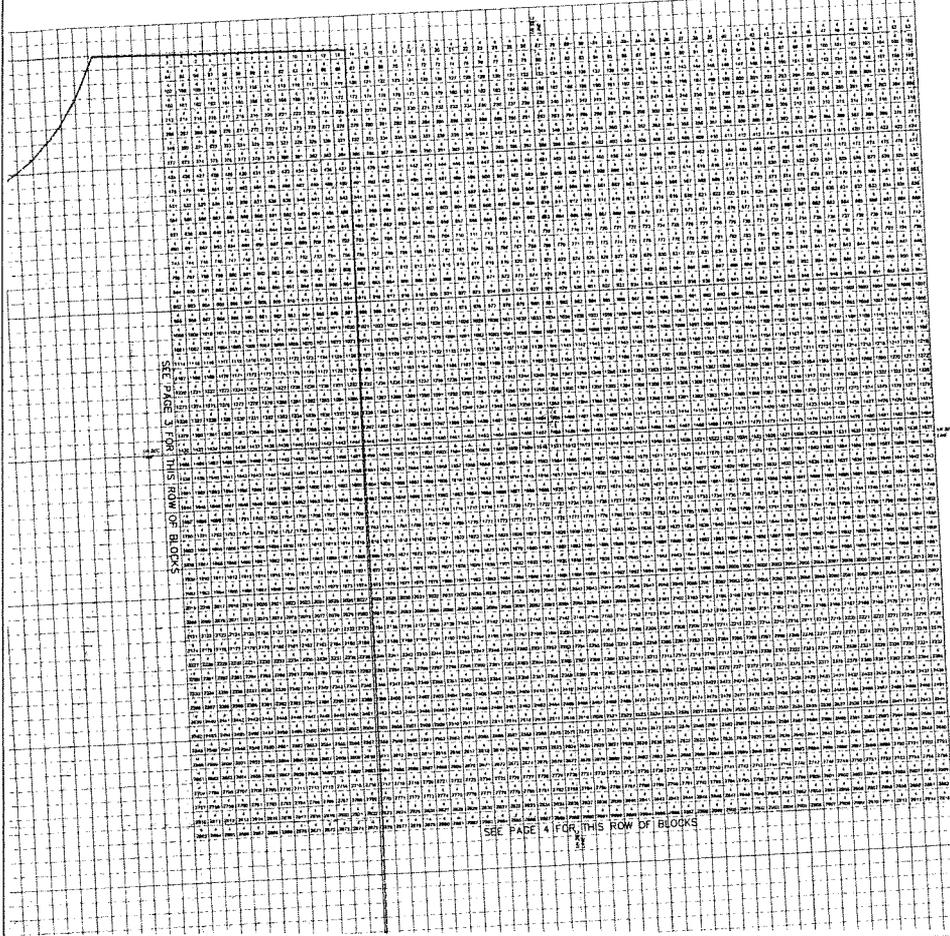
BEGINNING AT A POINT ON THE EAST LINE OF THE WEST HALF (W 1/2) OF SECTION TWENTY (20), TOWNSHIP TWELVE (12) SOUTH, RANGE TWENTY-TWO (22) EAST OF THE 6TH PRINCIPAL MERIDIAN, WHICH POINT IS 2337.38 FEET NORTH OF THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 50 MINUTES WEST PARALLEL WITH THE EAST AND WEST QUARTER SECTION LINE 550 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE A DISTANCE OF 500.1 FEET TO A POINT; THENCE NORTH 76 DEGREES 30 MINUTES WEST FOLLOWING A LINE PARALLEL WITH AND 50 FEET DISTANT FROM THE SOUTH HIGH BANK OF THE KANSAS RIVER A DISTANCE OF 473 FEET; THENCE NORTH 67 DEGREES 17 MINUTES WEST CONTINUING 50 FEET DISTANT FROM AND PARALLEL WITH THE RIVER BANK, 527 FEET TO A POINT; THENCE NORTH 54.11 FEET TO THE RIVER BANK; THENCE SOUTHEASTERLY ALONG THE RIVER BANK 1550 FEET TO THE NORTH AND SOUTH QUARTER SECTION LINE; THENCE SOUTH 461.62 FEET TO THE PLACE OF BEGINNING.

PARCEL B:

BEGINNING AT A POINT 2337.38 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP TWELVE (12) SOUTH, RANGE TWENTY-TWO (22) EAST OF THE 6TH PRINCIPAL MERIDIAN, JOHNSON COUNTY, KANSAS; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION TWENTY, 150 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION TWENTY, 461.62 FEET TO THE BANK OF THE KAW RIVER; THENCE WEST ALONG THE CONTOUR OF THE SOUTH BANK OF THE KAW RIVER TO THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 20; THENCE SOUTH AND/OR ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) AND SOUTHEAST QUARTER (SE 1/4) LINE TO THE POINT OF BEGINNING.



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**CLEAN TRACTS**  
**SEC. 4, TWP 13, RNG 22**  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750



- LEGEND:**
- BOUNDARY LINE OF INSTALLATION
  - SECTION LINE
  - ▲ SECTION NUMBER OVER BLOCK NUMBER
  - NON-PRODUCTION AREAS

SEE PAGE 4 FOR THIS ROW OF BLOCKS

NO.	DATE	DESCRIPTION	DSN/DWN
1	1/27/99	ISSUE FOR PERMITTING	00
2	1/27/99	ISSUE FOR PERMITTING	00
3	1/27/99	ISSUE FOR PERMITTING	00
4	1/27/99	ISSUE FOR PERMITTING	00
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98	1/27/99	ISSUE FOR PERMITTING	00
99	1/27/99	ISSUE FOR PERMITTING	00
100	1/27/99	ISSUE FOR PERMITTING	00

1100 S. WILSON ST. SUITE 100  
 OMAHA, NE 68102-3800  
 PHONE: 402-426-9977  
 FAX: 402-426-9978  
 WWW: WWW.SHAWENV.COM

SHAW ENVIRONMENTAL, INC.  
 600 W. VALLEY DRIVE, SUITE 200  
 JOHNSON COUNTY, KANSAS 66201

SUNFLOWER ARMY AMMUNITION PLANT  
 CLEAN TRACTS

PROJECT NO: C041750  
 DATE: 2/21/99  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 2/21/99  
 SHEET NO: 3



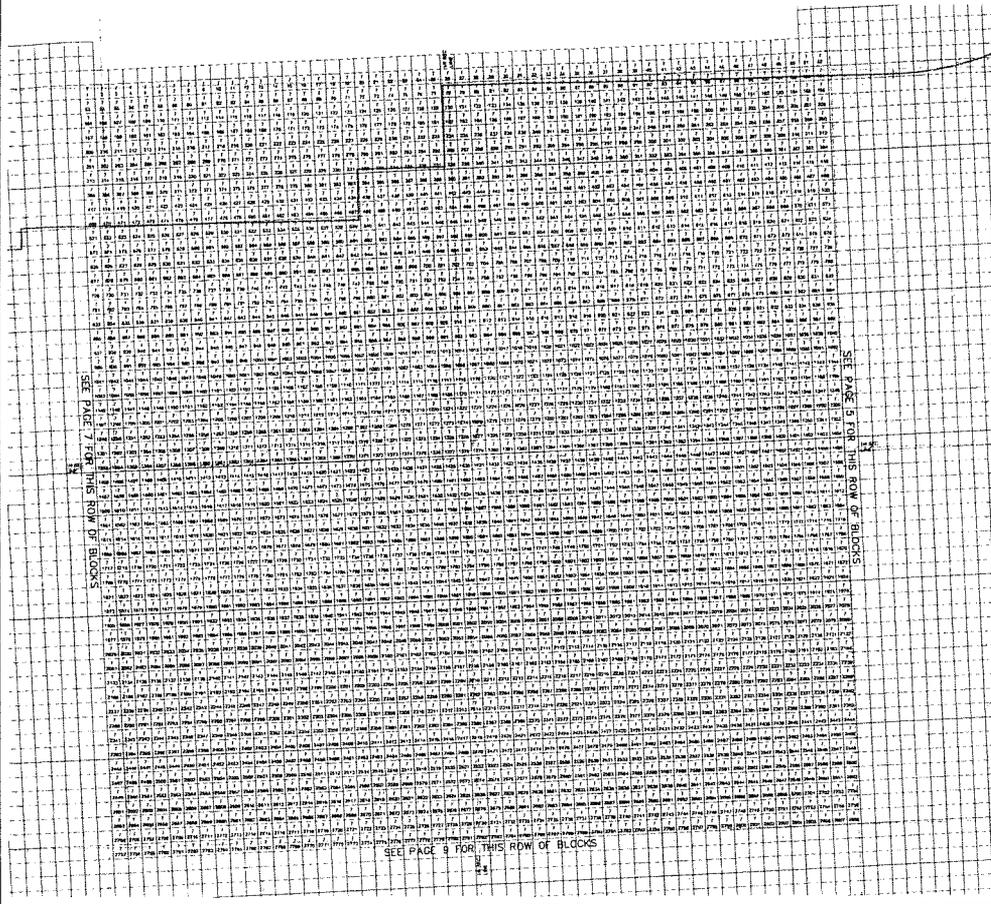




**CLEAN TRACTS**  
**SEC. 7, TWP 13, RNG 22**  
**JOHNSON COUNTY, KANSAS**  
**SCALE: 1"=300'**  
**PROJECT #: C04\_1750**



- LEGEND:**
- BOUNDARY LINE OF INSTALLATION
  - - - SECTION LINE
  - ▲ SECTION NUMBER OVER BLOCK NUMBER
  - NON PRODUCTION AREAS



REV	DATE	DESCRIPTION	DSH	UNW
1	07/27/06	ISSUE FOR PERMITTING		
2	07/27/06	ISSUE FOR PERMITTING		
3	07/27/06	ISSUE FOR PERMITTING		
4	07/27/06	ISSUE FOR PERMITTING		
5	07/27/06	ISSUE FOR PERMITTING		
6	07/27/06	ISSUE FOR PERMITTING		
7	07/27/06	ISSUE FOR PERMITTING		
8	07/27/06	ISSUE FOR PERMITTING		
9	07/27/06	ISSUE FOR PERMITTING		
10	07/27/06	ISSUE FOR PERMITTING		
11	07/27/06	ISSUE FOR PERMITTING		
12	07/27/06	ISSUE FOR PERMITTING		
13	07/27/06	ISSUE FOR PERMITTING		
14	07/27/06	ISSUE FOR PERMITTING		
15	07/27/06	ISSUE FOR PERMITTING		
16	07/27/06	ISSUE FOR PERMITTING		
17	07/27/06	ISSUE FOR PERMITTING		
18	07/27/06	ISSUE FOR PERMITTING		
19	07/27/06	ISSUE FOR PERMITTING		
20	07/27/06	ISSUE FOR PERMITTING		
21	07/27/06	ISSUE FOR PERMITTING		
22	07/27/06	ISSUE FOR PERMITTING		
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35	07/27/06	ISSUE FOR PERMITTING		
36	07/27/06	ISSUE FOR PERMITTING		

1420 N. WILSON ST. SUITE 100  
 OMAHA, NE 68102  
 TEL: 402.426.1000  
 FAX: 402.426.1001  
 WWW: WWW.SHAWENV.COM

1420 N. WILSON ST. SUITE 100  
 OMAHA, NE 68102  
 TEL: 402.426.1000  
 FAX: 402.426.1001  
 WWW: WWW.SHAWENV.COM

**SUNFLOWER ARMY AMMUNITION PLANT**  
**CLEAN TRACTS**

PROJECT NO: C041750  
 DATE: 2/23/06  
 SHEET NO: 3  
 OF 10

THIS DRAWING SHALL NOT BE USED BY ANY PERSON FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED BY SHAW ENVIRONMENTAL, INC.

CLEAN TRACTS  
 SEC. 12, TWP 13, RNG 21  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750



- LEGEND:
- BOUNDARY LINE OF INSTALLATION
  - - - SECTION LINE
  - ▲ SECTION NUMBER OVER BLOCK NUMBER
  - NON PRODUCTION AREAS

SEE PAGE B FOR THIS ROW OF BLOCKS

SEE PAGE B FOR THIS ROW OF BLOCKS

REV	DATE	DESCRIPTION
1	07/27/05	ISSUE FOR PERMITS
2	07/27/05	ISSUE FOR PERMITS
3	07/27/05	ISSUE FOR PERMITS
4	07/27/05	ISSUE FOR PERMITS
5	07/27/05	ISSUE FOR PERMITS
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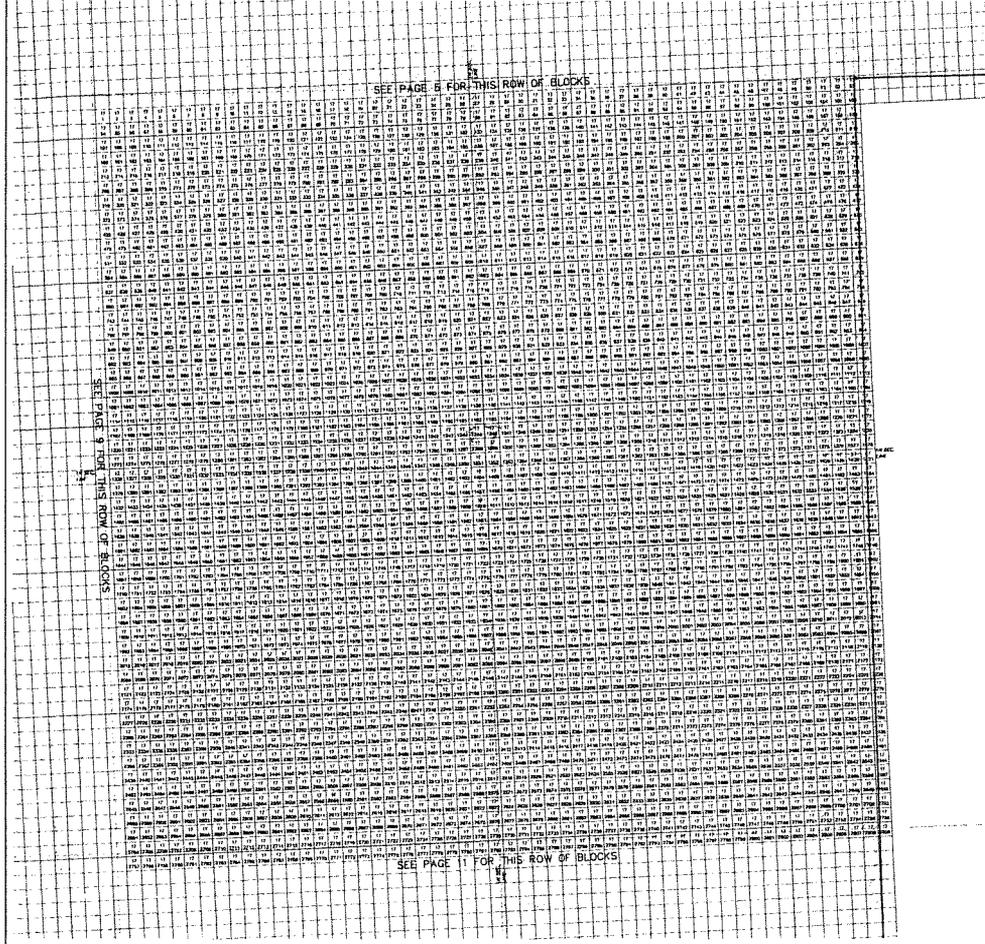
14700 N. WALTON, WICHITA  
 #1-913-624-1100 FAX #1-913-624-9977  
 WWW.SHAWENVIRONMENTAL.COM  
 WWW.RAWVALLEYENGINEERING.COM

SUNFLOWER ARMY AMMUNITION PLANT  
 CLEAN TRACTS  
 60451750  
 2/21/06  
 130  
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 3









**CLEAN TRACTS**  
**SEC. 17, TWP 13, RNG 22**  
**JOHNSON COUNTY, KANSAS**  
**SCALE: 1"=300'**  
**PROJECT #: C04\_1750**



- LEGEND:**
- BOUNDARY LINE OF INSTALLATION
  - - - SECTION LINE
  - ▲ SECTION NUMBER OVER BLOCK NUMBER
  - NON-PRODUCTION AREAS

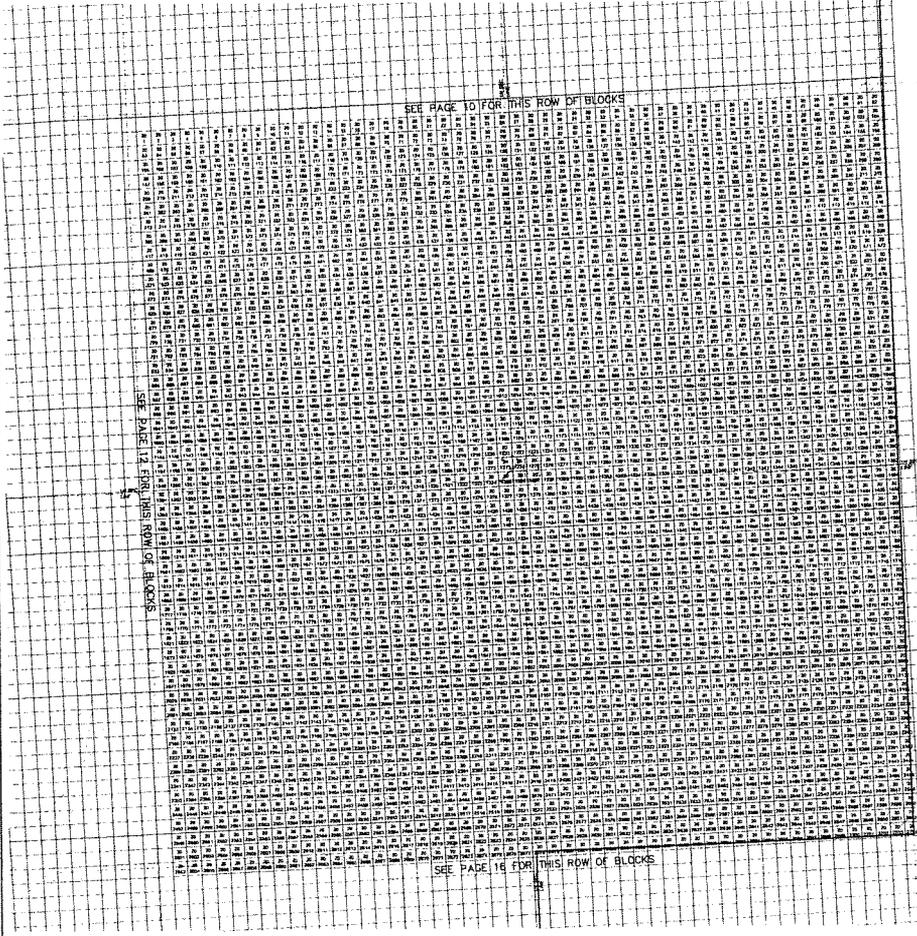
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BY	SPJ
REVISION	1/21/06
DESCRIPTION	175000017
SCALE	1"=300'
PROJECT #	C04_1750
SECTION	17
TOWNSHIP	13
RANGE	22
COUNTY	JOHNSON
STATE	KANSAS
DATE	1/21/06
BY	SPJ
REVISION	1/21/06
DESCRIPTION	175000017
SCALE	1"=300'
PROJECT #	C04_1750
SECTION	17
TOWNSHIP	13
RANGE	22
COUNTY	JOHNSON
STATE	KANSAS

LARRY W. HANCOCK  
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SUNFLOWER ARMY AMMUNITION PLANT  
 CLEAN TRACTS

DATE: 1/21/06  
 BY: SPJ  
 REVISION: 1/21/06  
 DESCRIPTION: 175000017  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750  
 SECTION: 17  
 TOWNSHIP: 13  
 RANGE: 22  
 COUNTY: JOHNSON  
 STATE: KANSAS

10 OF 18



**CLEAN TRACTS**  
**SEC. 20, TWP 13, RNG 22**  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750



**LEGEND:**  
 \_\_\_\_\_ BOUNDARY LINE OF INSTALLATION  
 \_\_\_\_\_ SECTION LINE  
 12 SECTION NUMBER OVER BLOCK NUMBER  
 [Symbol] NON PRODUCTION AREAS

1. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. 2. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE. 3. DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE. 4. DIMENSIONS TO SURFACE UNLESS NOTED OTHERWISE. 5. DIMENSIONS TO CENTERLINE OF ROAD UNLESS NOTED OTHERWISE.		REV. DATE DESCRIPTION 1 11/13/02 C04_1750
1100 N. 11TH TERRACE 913-864-2320 FAX 913-864-2877 485 S.W. 10TH AVE. SUITE 200 OMAHA, NE 68104 WWW.SHAWENV.COM		SUNFLOWER ARMY AMMUNITION PLANT CLEAN TRACTS
		RAW VALLEY ENGINEERING, INC. ENGINEERS 1100 N. 11TH TERRACE OMAHA, NE 68104
SHEET NO. 1750	DRAWING NO. C041750	DATE 11/13/02
SCALE 1"=300'	SHEET NO. 3	TOTAL SHEETS 3



CLEAN TRACTS  
 SEC. 19, TWP 13, RNG 22  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750

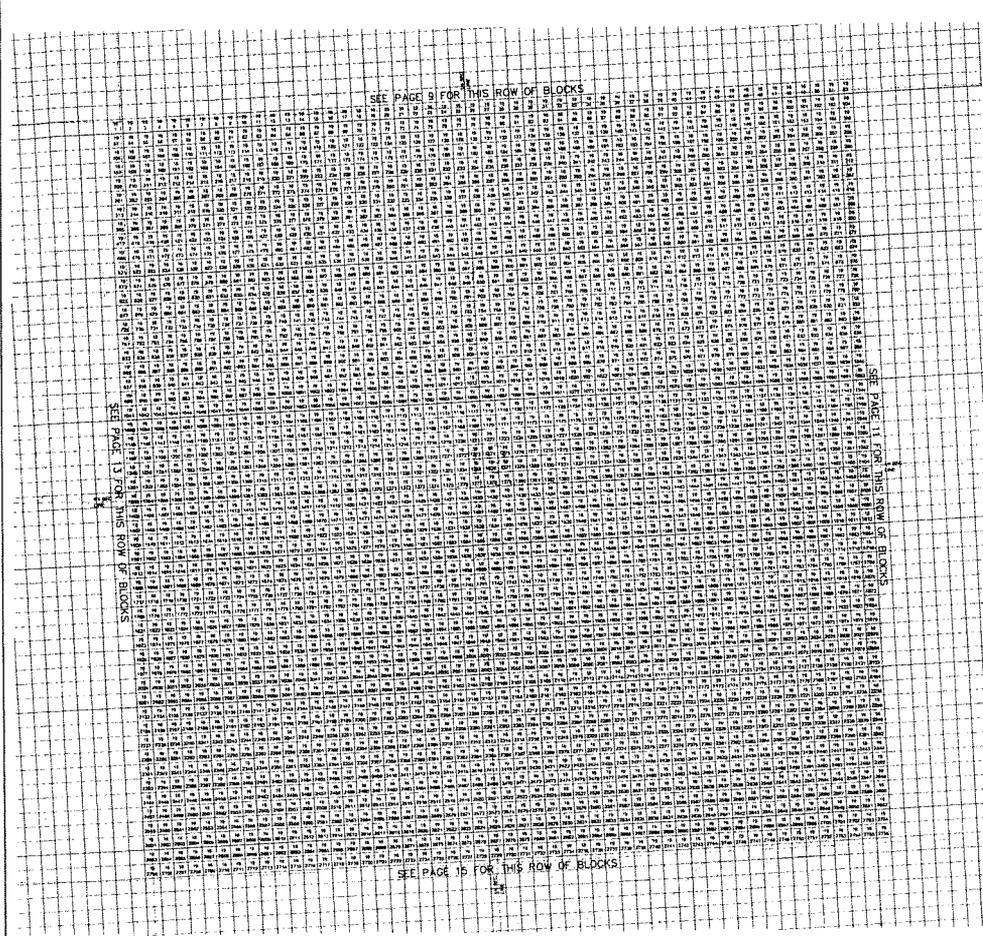


- LEGEND:
- BOUNDARY LINE OF INSTALLATION
  - SECTION LINE
  - ▲ SECTION NUMBER OVER BLOCK NUMBER
  - NON PRODUCTION AREAS

NO.	DATE	DESCRIPTION	BY
1	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
2	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
3	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
4	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
5	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
6	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
7	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
8	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
9	07/27/05	ISSUE FOR PERMITTING	DSH/DWR
10	07/27/05	ISSUE FOR PERMITTING	DSH/DWR

1400 N. MAIN STREET  
 #13-000-3100 FAX #1-241-9877  
 1400 N. MAIN STREET  
 #13-000-3100 FAX #1-241-9877  
 1400 N. MAIN STREET  
 #13-000-3100 FAX #1-241-9877

SUNFLOWER ARMY AMMUNITION PLANT  
 CLEAN TRACTS  
 TRACT NO. 20451750  
 DATE 2/21/06  
 DRAWN BY  
 13 05 06



THIS DRAWING SHALL NOT BE USED BY ANY PERSON, FIRM OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF SHAW ENVIRONMENTAL, INC.

CLEAN TRACTS  
 SEC. 24, TWP 13, RNG 21  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750

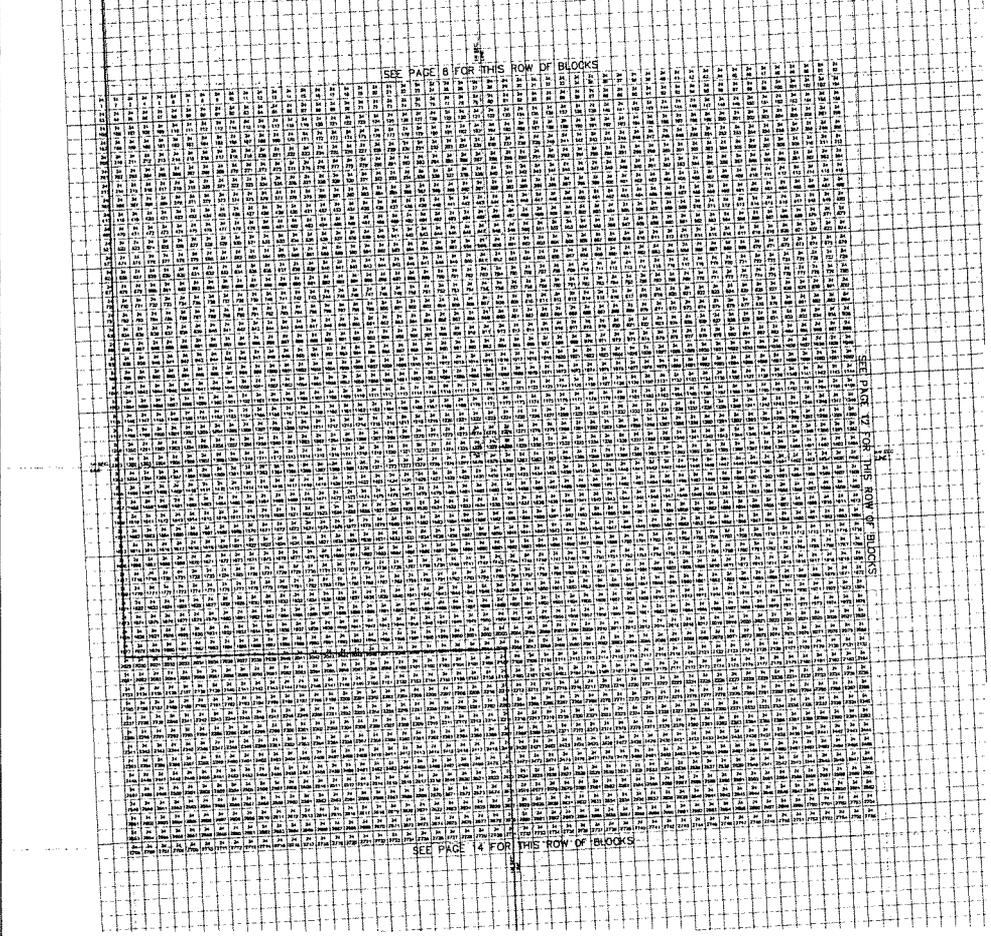


- LEGEND:
- BOUNDARY LINE OF INSTALLATION
  - SECTION LINE
  - SECTION NUMBER OVER BLOCK NUMBER
  - NON PRODUCTION AREAS

REV	DATE	DESCRIPTION
1	1/2/2005	ISSUE FOR PERMITS
2	1/2/2005	REVISED FOR JOHNSON COUNTY
3	1/2/2005	REVISED FOR JOHNSON COUNTY
4	1/2/2005	REVISED FOR JOHNSON COUNTY
5	1/2/2005	REVISED FOR JOHNSON COUNTY

1100 N. WASH. STORAGE  
 SUITE 1000  
 JOHNSON COUNTY, MO 64501-3977  
 PHONE: 417-882-1100 FAX: 417-882-3977  
 WWW: WWW.SHAW.COM  
 K&V VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS  
 1000 N. WASH. STORAGE SUITE 1000 JOHNSON COUNTY, MO 64501-3977

SUNFLOWER ARMY AMMUNITION PLANT	
FIG. NO.	0042130
DATE	1/2/05
SCALE	1"=300'
PROJECT	CLEAN TRACTS
REV.	3



SEE PAGE 6 FOR THIS ROW OF BLOCKS

SEE PAGE 14 FOR THIS ROW OF BLOCKS

ESKOTER JOB AND SITE NO. 04-1750

CLEAN TRACTS  
 SEC. 25, TWP 13, RNG 21  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750



- LEGEND
- BOUNDARY LINE OF INSTALLATION
  - - - SECTION LINE
  - # SECTION NUMBER OVER BLOCK NUMBER
  - NON PRODUCTION AREAS



SUNFLOWER ARMY AMMUNITION PLANT		CLEAN TRACTS	
NO. IN	CD481750	DATE	1/21/06
BY		SCALE	1"=300'
PROJECT		REV	3
K&V		K&V	
K&V VALLEY ENGINEERING INC. - CONSULTING ENGINEERS		K&V VALLEY ENGINEERING INC. - CONSULTING ENGINEERS	
1111 N. WOODS ROAD, SUITE 100 WICHITA, KANSAS 67203 TEL: 316-261-1000 FAX: 316-261-1001		1111 N. WOODS ROAD, SUITE 100 WICHITA, KANSAS 67203 TEL: 316-261-1000 FAX: 316-261-1001	
REV		DATE	DESCRIPTION
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SEE PAGE 13 FOR THIS ROW OF BLOCKS

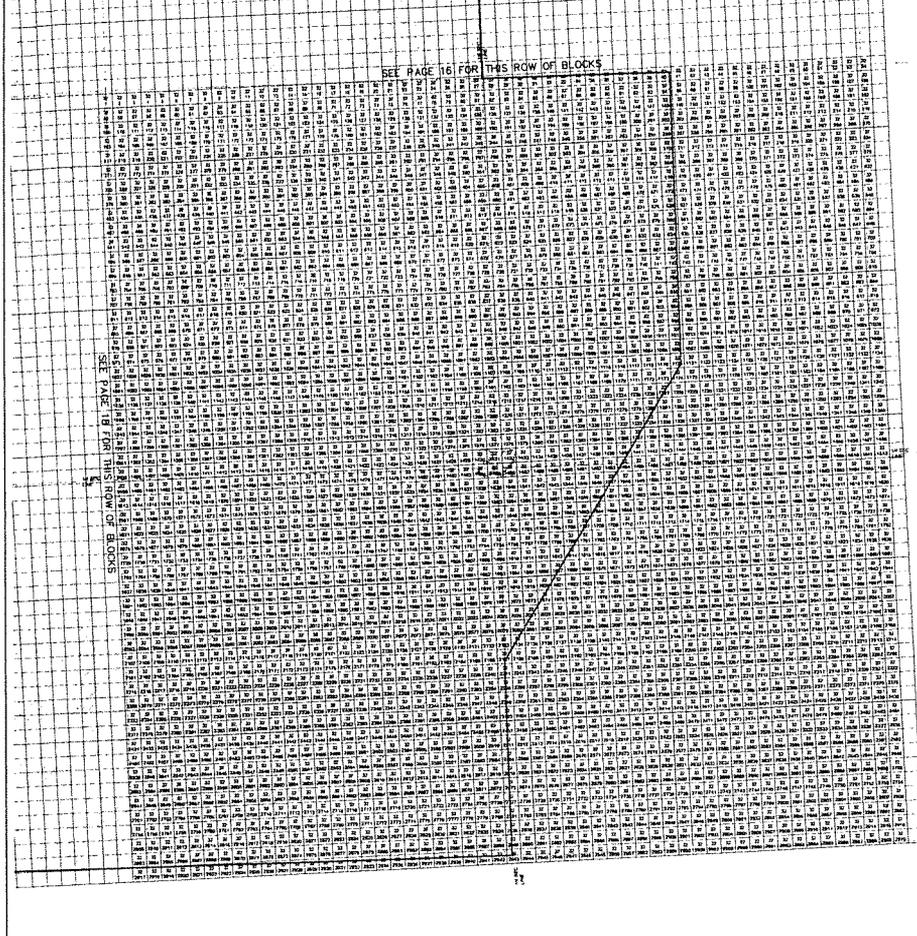
SEE PAGE 19 FOR THIS ROW OF BLOCKS

SECTION 25 MOR SHILL BOX 51 2004 153

THIS DRAWING SHALL BE CONTROLLED BY THE PROJECT FILE OR COMPLETION & SHALL BE A PART THEREOF IN ANY DISPUTE.







**CLEAN TRACTS**  
**SEC. 32, TWP 13, RNG 22**  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750



- LEGEND:**
- BOUNDARY LINE OF INSTALLATION
  - SECTION LINE
  - ▲ SECTION NUMBER OVER BLOCK NUMBER
  - NON PRODUCTION AREAS

SUNFLOWER ARMY AMMUNITION PLANT CLEAN TRACTS	
TITLE: 02481750 DATE: 2/27/99 DRAWN BY: [Signature] CHECKED BY: [Signature]	1. 7/7/98 REVISION: [Description] 2. 7/7/98 REVISION: [Description] 3. 7/7/98 REVISION: [Description] REV. DATE DESCRIPTION DSN (DW)
1400 N. WASH. STOKALE LAWYERS 813-887-3100 FAX 813-887-8977 400 N. WASH. ST. SUITE 200 WICHITA, KS 67202 WWW.LAWYERS.COM	
KAW VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS 1400 N. WASH. ST. SUITE 200 WICHITA, KS 67202	
KAW VALLEY ENGINEERING, INC.	
3	



CLEAN TRACTS  
 SEC. 36, TWP 13, RNG 21  
 JOHNSON COUNTY, KANSAS  
 SCALE: 1"=300'  
 PROJECT #: C04\_1750



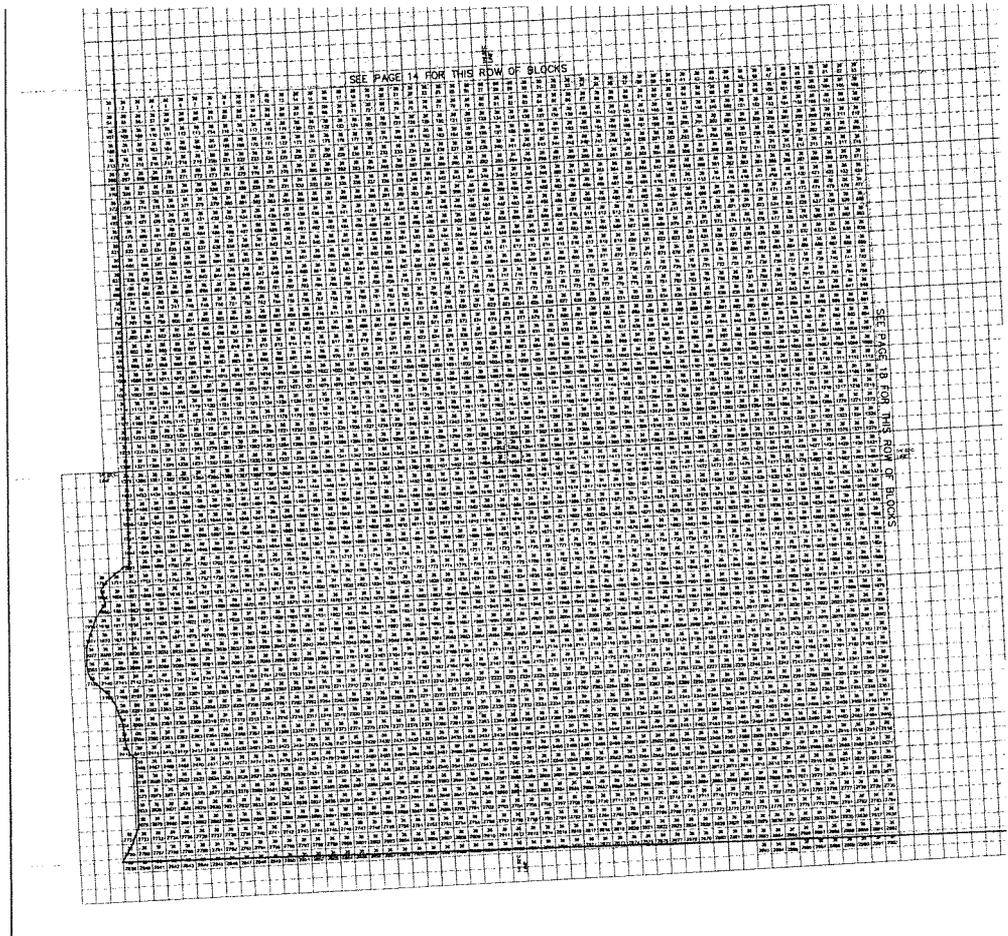
- LEGEND:
- BOUNDARY LINE OF INSTALLATION
  - SECTION LINE
  - ▲ SECTION NUMBER OVER BLOCK NUMBER
  - NON PRODUCTION AREAS

REV	DATE	DESCRIPTION	DSN	DWG
1	11/17/00	ISSUED FOR PERMITS		
2	11/17/00	ISSUED FOR PERMITS		
3	11/17/00	ISSUED FOR PERMITS		
4	11/17/00	ISSUED FOR PERMITS		
5	11/17/00	ISSUED FOR PERMITS		

1420 N. MAIN STREET  
 SUITE 100  
 WYANDOTT, MISSOURI 64595  
 816-833-3300 FAX 816-833-9977  
 WWW.SHAWENVIRONMENTAL.COM  
 KANSAS ENGINEERING BOARD NO. 0000000000  
 KAW VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS  
 1420 N. MAIN STREET, SUITE 100, WYANDOTT, MISSOURI 64595

SUNFLOWER ARMY AMMUNITION PLANT  
 CLEAN TRACTS

PROJECT NO.	C04_1750
DATE	2/21/00
SCALE	1"=300'
PROJECT	1750000000
DATE	3



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Attachment 2

Hazardous Substances Stored For More Than One Year,  
Released, or Disposed at Sunflower Army Ammunition Plant

AREA	HISTORICAL HAZARDOUS SUBSTANCE STORAGE	DATE	REMEDIAL
Acid Production  SAAP-007 SAAP-008 SAAP-009 SAAP-012 SAAP-067 SAAP-107 SAAP-108 SAAP-109	MANUFACTURING PRODUCTS –  Nitric Acid Oleum Sulfuric Acid  ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Acid Catalyst Ammonium Nitrate Anhydrous Ammonia Asbestos Boiler Ash Boiler Water Treatment Chemicals Calcium Hydroxide Calcium Oxide Calcium Sulfate Sludge CFCs Cooling Tower Chemicals (including Chromic Acid) Corrosive Nitroguanidine/ Guanidine Nitrate Waste Water Corrosive Waste Water Cutting Oil & Metal Turnings Fluorescent light tubes Laboratory Chemicals Lead Liquefied Petroleum Gas (LPG) Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent, Stoddard Solvent, LIX E-1, Freon 11, Mineral Spirits, Lacquer Thinner, TCE, Perchloroethylene) Mercury Nitric Acid Oleum Paints (oil and water based, lead paint, litharge, thinners, strippers, depainting debris) Pesticide/ Herbicides Platinum POL (Petroleum Oils and Lubricants) Soda Ash Sodium Hydroxide Solid and Hazardous Waste Spent Sulfuric Acid Sulfur Treated Lumber –Creosol, Pentachlorophenol Vanadium Pentoxide	1943- 1998	Investigation ongoing

  
 20050805-0003605 08/05/2005  
 P: 34 of 50 04:37:51 PM  
 Register of Deeds T20050043677  
 Johnson Co ROD B.200508 P:003605

AREA	HISTORICAL HAZARDOUS SUBSTANCE STORAGE	DATE	REMEDIAL
Calcium Carbide Treatment SAAP-028	WASTE MANAGEMENT -  Acetylene Calcium Carbide Reacted Calcium Carbide - Lime	1984-1992  Closed 10/1993	RCRA Clean Closed
Chemical Prep. SAAP-024 SAAP-057	ESSENTIAL/ UTILIZED MATERIALS/ WASTE -  2-Nitrodiphenylamine Candelilla Wax Carbon Black Diethylphthalate Ethyl Centralite Lead 2-Ethyl Hexoate Potassium Sulfate	1943-1971	Investigation ongoing
Combined Shops & Auto Garage SAAP-038 SAAP-052 SAAP-058	ESSENTIAL/ UTILIZED MATERIALS/ WASTE -  Asbestos Batteries Beryllium Boiler Water Treatment Chemicals CFCs Oil Water Separator Sludge Equipment Preservatives (P-19...) Ethylene Glycol Lead Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchloroethylene) Mercury Natural Gas Oil Debris- Oil Rags- Oil Sludge- Oil Filters- Paint & Paint Related Waste & Sandblasting Debris Paints (oil and water based- lead paint- litharge- thinners- strippers- depainting debris) Pentachlorophenol Polychlorinated Biphenyl (PCB) Propane Solid and Hazardous Waste Tar Treated Lumber -Creosol, Pentachlorophenol POL (Petroleum Oils and Lubricants) Pesticide/ Herbicides	1943-2001	Investigation ongoing  SAAP-052 Investigation Complete, Clean Closed

<p>Contaminated Waste Processor, SAAP-031</p> <p>Decontamination Oven, SAAP-046</p> <p>Flash House, Contaminated Materials Burning Grounds SAAP-021</p>	<p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE –</p> <p>Fuel Oil  NC – NG – NQ – Propellant Contaminated Waste  Toxic Ash  Corrosive Toxic Ash  Asbestos  Lead  POL (Petroleum Treated Oils and Lubricants)  Treated Lumber –Creosol, Pentachlorophenol</p>	<p>1943-2001</p>	<p>Investigation ongoing</p> <p>SAAP-021 Investigation and Feasibility Study Complete</p>
<p>Explosive Waste Incinerator</p>	<p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE –</p> <p>Guanidine Nitrate  Nitroguanidine (NQ)  POL (Petroleum Oils and Lubricants)  Waste Slurry</p>	<p>1978-1986</p> <p>Closed 12/1986</p>	<p>RCRA Clean Closure</p>
<p>F-Line Production</p> <p>SAAP-010  SAAP-011  SAAP-106</p>	<p>MANUFACTURING PRODUCTS –</p> <p>Rough Extruded Grains</p> <p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE</p> <p>Asbestos  Beryllium  Fluorescent Lights  Lead  Mercury  Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchloroethylene)  POL (Petroleum, Oils, and Lubricants)  Blender Paste &amp; Propellant Bearing Waste Water  Scrap Propellant  2-Nitrodiphenylamine  Aluminum (Alcoa 101)  Basic Cupric Salicylate  Candelilla Wax  Carbon Black  Cellulose Acetate  Diethylphthalate  Lead 2-Ethyl Hexoate  Lead Beta Resorcyate  Lead Salicylate  Nitrocellulose (NC)  Nitroglycerin (NG)  Triacetin</p>	<p>1943-1971</p>	<p>Investigation ongoing</p> <p>SAAP-010 &amp; 011 soil cleanup complete</p>

	Treated Lumber –Creosol, Pentachlorophenol Pesticide/ Herbicides		
Hazardous Waste Storage Magazines SAAP-015 SAAP-016	Waste Storage -  1-1-1 Trichloroethane Acetic Acid Acetone Acid Catalyst Acid Production corrosive incinerator ash Activated Carbon Amine Mixture (Overkote) Ammonium Hydroxide Ammonium Nitrate Ammonium Peroxydisulfate Antimony Metal Powder Aropol Resin Auto Garage battery acid wastes Beryllium Nitrate Blasting Caps Boiler Ash Bromine lab waste Calcium Carbide Calcium Chloride Brine Calcium Cyanamide Calcium Sulfate Sludge Carburetor Cleaning Solvent Chem-Dip Cold Parts Cleaning Solvent Chlordane Chloroform Lab Waste Chromate Brine Solution Sludge Chromate Waste CMBG ASH/RESIDUE COD Vials Concrete Cure (Naphtha Solvent) Conquor 3585 Corrosion Inhibitor Cortex VCI-237 Cresylic Acid Cutting Oil & Metal Turnings CWP APCS Ash Dibutylamine Diesel Fuel Diethyl Phthalate Ethyl Lactate/Butyl Acetate Solvent Ethylene Glycol Explosive Waste Burning Grounds Explosive Waste Incinerator (EWI) Ash Fluorescent light tubes Formaldehyde Fuel oil Gasoline POL (Petroleum, Oils, and Lubricants) GN GN & floor sweepings Hazardous Waste Misc. Corrosive Hazardous Waste Misc. Ignitable Hazardous Waste Misc. Reactive Hazardous Waste Misc. Toxic Heptachlor	1980- 2001  Closed 12/02	RCRA Clean Closure of Permitted Storage Magazines.  Investigation ongoing of soil outside of SAAP-015 & 016

	<p> Hydrochloric Acid  Hydrozo Concrete Sealer  Lab Pack Aerosols  Laboratory Explosive Waste (NQ GN  Formaldehyde)  Lacquer Thinner  Lacquer Thinner and Paint  Laundry building wastewater containing TCE  Lead Oxide  Lead Paint Chips waste  lead residues  Lead Stearate  Leaded Grease  Litharge  Lix E-1  LOP Solvent  Magnesium Perchlorate  Maintenance Cleaning and Degreasing Solvents  (Low Odor Paraffin Solvent, Stoddard Solvent,  LIX E-1, 2 AA Chem-dip, Freon 11, Mineral  Spirits, Lacquer Thinner, TCE, Perchloroethylene)  Mercury Contaminated waste  Methylene Chloride/Cresylic Acid/ Ortho-Di-  Chlorobenzene  Methylene Chloride/Monochlorotoluene/Cresylic  Acid/ Xylene  Mobil Tac 375 Grease  N-5 Propellant and NC  NG Paste  Nickel-Cadmium Batteries  Nitric Acid &amp; Nitric Acid Sludge  Nitrocellulose  Nitroguanidine  OIL Debris, Oil Rags, Oil Sludge, Oil Filters  P-19 Grease (Stoddard Solvent)  Paint &amp; Paint Related Waste &amp; Sandblasting  Debris  Pentachlorophenol  Perchloroethylene (TCE)  Perchloric Acid  Petroleum Naphtha Solvent  Phosphoric Acid  Phosphoric Anhydride  Phosphorus Pentoxide  Photographic Lab film processing wastes  Picric Acid  Potassium Hydroxide  Potassium Hydroxide  Potassium Nitrate  Roofing Tar  Silver Generated by Recovery Units  Sodium Hydroxide  Spent GAC  Squibs  Sulfamic Acid  Sulfuric &amp; Chromic Acid Mixture  Toxic ignitable Floor Dry (Garage)  Toxic SAR Incinerator Ash  Trichloroethylene/ Perchloroethylene/ Mineral </p>		
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	Spirits Cooling Tower Chemical		
Hospital	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Asbestos  Medical Waste  Paints (oil and water based- lead paint- litharge- thinners- strippers- depainting debris)  Pesticide/ Herbicides  Silver (X-Rays)  Treated Lumber –Creosol- Pentachlorophenol	1943- 2001	No contamination suspected
Industrial Waste Water Treatment Lagoons  SAAP-019 SAAP-020 SAAP-029	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Acid Coal Pile Runoff Coal Coal Fines Sodium Hydroxide Sulfuric Acid	1978- 1993  Closed 10/93	SAAP-029 RCRA Clean Closed
Laundry  SAAP-059	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Asbestos Boiler Water Treatment Chemicals Paints (oil and water based- lead paint- litharge- thinners- strippers- depainting debris) Perchloroethylene Pesticide Herbicide POL (Petroleum Treated Oils and Lubricants)	1943- 1971	Investigation ongoing

<p>NC Production</p> <p>SAAP-004 SAAP-005 SAAP-006 SAAP-025 SAAP-116</p>	<p>MANUFACTURING PRODUCTS --</p> <p>Nitrocellulose</p> <p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE --</p> <p>Nitric Acid Sulfuric Acid Waste Water (corrosive explosive) Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchloroethylene) POL (Petroleum Oils and Lubricants) Paints (oil and water based, lead paint, litharge, thinners, strippers, depainting debris) Treated Lumber --Creosol, Pentachlorophenol Pesticide/ Herbicides</p>	<p>1943- 1971</p>	<p>Investigation ongoing</p>
<p>New Explosive Waste Burning Grounds</p> <p>SAAP-023</p>	<p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE --</p> <p>Guanidine Nitrate N-5 Propellant Nitrocellulose Nitroguanidine POL (Petroleum Oils and Lubricants) NG Slums</p>	<p>1978- 2000</p> <p>Closed 12/00</p>	<p>RCRA Clean Closed</p>
<p>NG Production</p> <p>SAAP-024 SAAP-035</p>	<p>MANUFACTURING PRODUCTS --</p> <p>Nitroglycerin</p> <p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE --</p> <p>Chromate Brine Glycerin Nitric Acid Nitroglycerin mixed acid Soda Ash Sulfuric Acid Beryllium Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchloroethylene)</p> <p>POL (Petroleum Oils and Lubricants) Treated Lumber --Creosol, Pentachlorophenol NG Waste Water NG Slums Pesticide/ Herbicides Asbestos</p>	<p>1943- 1971</p>	<p>Investigation ongoing</p> <p>SAAP-035 soil cleanup complete</p>

<p>Nitroguanidine Production</p> <p>SAAP-040 SAAP-041 SAAP-043 SAAP-044 SAAP-045 SAAP-047 SAAP-117</p>	<p>MANUFACTURING PRODUCTS -</p> <p>Calcium Carbonate Calcium Cyanamide Guanidine Nitrate Nitrogen Nitroguanidine Sulfuric Acid</p> <p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE -</p> <p>Ammonium Nitrate Anhydrous Ammonia Calcium Carbide Calcium Fluoride Calcium Sulfate Sludge Carbon Dioxide CFCs Cooling Tower Chemicals Fluorescent Lights Formaldehyde Explosive Laboratory Waste Laboratory Chemicals Laboratory Sump Waste Lime Maintenance Cleaning and Degreasing Solvents - Low Odor Paraffin Solvent Stoddard Solvent LIX E-1 Solvent 2 AA Chem-dip Freon 11 Mineral Spirits Lacquer Thinner TCE Perchlorethylene Nitric Acid NQ Waste Water Oleum Paint Material and Wastes - oil and water based lead paint litharge thinners strippers depainting debris) Petroleum Oils and Lubricants Sodium Hydroxide Sulfuric Acid POL (Petroleum Oils and Lubricants)</p> <p>Paints (oil and water based, lead paint, litharge, thinners, strippers, depainting debris) Pesticide/ Herbicides</p>	<p>1978- 1992</p>	<p>Investigation ongoing</p> <p>SAAP-041 capped &amp; in post closure monitoring</p>
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<p>N-Line Production</p> <p>SAAP-036</p>	<p>MANUFACTURING PRODUCTS –</p> <p>Finished Propellant</p> <p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE –</p> <p>Diacetone Alcohol Ethyl Cellosolve Ethyl Lactate Methyl Cellosolve Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchlorethylene) POL (Petroleum Oils and Lubricants) Treated Lumber –Creosol, Pentachlorophenol Asbestos Mercury Lead Beryllium Asbestos Pesticide/ Herbicides</p>	<p>1943- 1971</p>	<p>Investigation ongoing</p>
<p>Paste Production</p> <p>SAAP-024 SAAP-033 SAAP-034</p>	<p>MANUFACTURING PRODUCTS –</p> <p>Double Based Paste</p> <p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE –</p> <p>2-Nitrodiphenylamine Candelilla Wax Diethylphthalate Lead 2-Ethyl Hexoate Nitrocellulose Nitroglycerin Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchlorethylene) POL (Petroleum Oils and Lubricants) Treated Lumber –Creosol, Pentachlorophenol Paste (NC, NG, Lead)Waste Water and Soil Waste Mercury Lead Asbestos Beryllium Pesticide/ Herbicides</p>	<p>1943- 1971</p>	<p>Investigation ongoing</p> <p>SAAP-033 &amp; 034 soil cleanup complete</p> <p>SAAP-034 clean closed</p>

Office and Administrative SAAP-055	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Treated Lumber –Creosol- Pentachlorophenol Paints (oil and water based- lead paint- litharge- thinners- strippers- depainting debris) Asbestos	1943- 2002	Investigation ongoing
PCB Storage SAAP-062	WASTE MANAGEMENT -  Capacitors Electrical Transformers PCB PCB Oil PCB Solvent including Kerosene and Hexane PCB Spill Cleanup Debris Petroleum Distillate Pesticide/ Herbicides	1978- 2001  Closed 12/02	TSCA Clean Closed
Pesticide Handling and Distribution SAAP-030	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Aldrin Chlordane Dieldrin Heptachlor 2-4-D Baygon Diazinon Dibrom Malathion Pyrethrin Sevin Termicide 2-4-D/2 4-5-T 2-4-5-T Dowpon Hyvar XL Kroval Maintain 3 Maintain CF125 Ureabor Bromocil Eton A-C Raze Vector Roundup	1943- 2001	Investigation ongoing

Potable Water/ Sewage Treatment  SAAP-002 SAAP-003	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Aluminum Sulfate Chlorine Lime Sulfuric Acid Zeolite Softeners POL (Petroleum Oils and Lubricants) Paints (oil and water based, lead paint, litharge, Thinners, strippers, depainting debris)  Treated Lumber –Creosol, Pentachlorophenol Mercury Asbestos Pesticide/ Herbicides	1943- 2002	Investigation ongoing
Power Distribution/ Electrical Stations  SAAP-102	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Transformer/ Capacitor Oil PCB	1943- 2001	TSCA Clean Closed
Power Houses	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Ash sluice Boiler Water Treatment Chemicals Coal Fuel Oil No. 2 Fuel Oil No. 6 Natural Gas Sulfuric Acid Waste Water (corrosive coal pile runoff) Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchlorethylene) Lumber –Creosol, Pentachlorophenol POL (Petroleum Oils and Lubricants) Paints (oil and water based, lead paint, litharge, thinners, strippers, depainting debris) Mercury Asbestos Pesticide/ Herbicides	1943- 1998	No contamination suspected
Product Storage Magazines  SAAP-015 SAAP-016 SAAP-110	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Asbestos Paints (oil and water based- lead paint- litharge- thinners- strippers- depainting debris) Pentachlorophenol Pesticides/ Herbicides Treated Lumber –Creosol	1943- 2001	Investigation ongoing



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Quality Assurance - Chemical Labs and Testing Facilities  SAAP-014 SAAP-105 SAAP-115	ESSENTIAL/ UTILIZED MATERIALS/ WASTE  Explosive Waste Freon Hydrochloric Acid Hydrofluoric Acid Lab Reagents Lab Waste Mercury NC NG Nitric Acid NQ Product Propellants – Intermediates – Essential Materials Sulfuric Acid Lead Asbestos Pesticide/ Herbicides	1943- 2001	Investigation ongoing
SAC Evaporative Lagoons  SAAP-027	WASTE MANAGEMENT –  Calcium Sulfate Sludge Lime NQ–GN-Corrosive Waste Water Sulfuric Acid	1980- 1998	Soil cleanup complete, LTM of groundwater
SAR Evaporative Lagoons  SAAP-013	WASTE MANAGEMENT –  Calcium Sulfate Sludge Lime NQ–GN-Corrosive Waste Water Sulfuric Acid	1980- 1998	Soil cleanup complete, LTM of groundwater
Solvent Recovery  SAAP-065	ESSENTIAL/ UTILIZED MATERIALS/ WASTE –  Acetone (Dimethyl Ketone) Butyl Acetate DPA Ethyl Alcohol Ethyl Lactate - Butyl Acetate Asbestos Mercury Paints (oil and water based, lead paint, litharge, thinners, strippers, repainting debris) POL (Petroleum Oils and Lubricants) Maintenance Cleaning and Degreasing Solvents (Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchlorethylene) Pesticide/ Herbicides	1943- 1971	Investigation ongoing

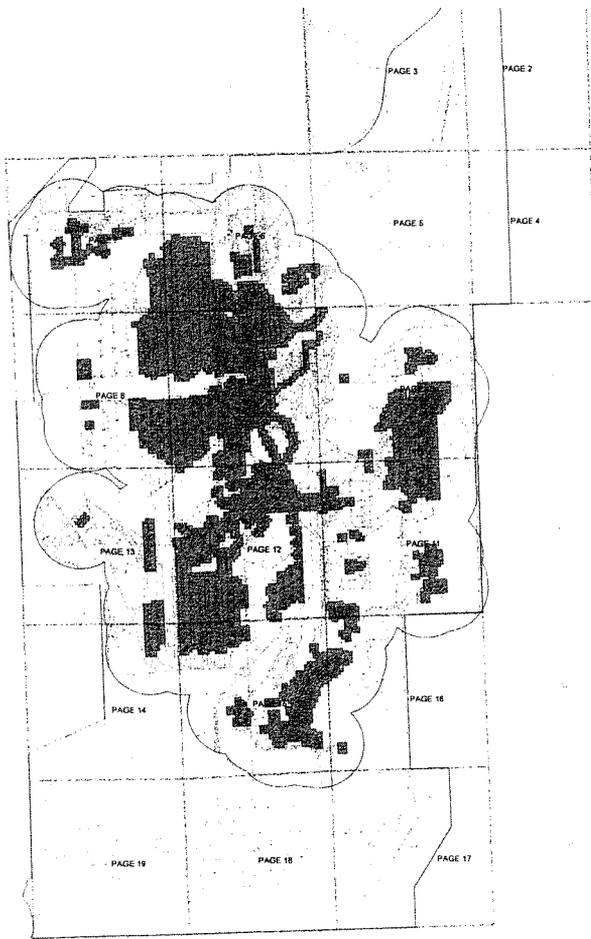
Solvent Single Base, Double Base, and Triple Base Propellant Production	<p>MANUFACTURING PRODUCTS –</p> <p>1897A1 1916 1917 M2 M3  7/8" OD Stick Propellant for 4.5 Rocket  FNH M1-155mm How  FNH M1-75mm Gun  FNS M1-90mm Gun M1 w/shell M71 w/Fuze  M43A3  FNS M2 or M5 - 36mm Gun M3  Gimlet 2.00" Navy Pocket Propellant (Experimental)  Hercules 3950 for .30 Cal. Carbine  IMR 4895 Cal. .30 Ball AP Tracers  IMR 4903 Cal. .50 Incendiary  Incendiary  M1 2/chg M4A1  M1897  M5 &amp; M6  M71  NH M1-155mm Gun M1  NH M1-155mm Gun M1917-1917A1-1918M1  NH M1-90mm Gun M1 w/shell M71 w/Fuze  M48A1 Shot M77  Piston Actuator Grain  Propellant Cordite N/M for 3"/50 Cal. Gun Navy  Propellant Experimental Catapult – Navy  Propellant M15 120 mm Gun M1 T123 (Charge Prop T21)  Propellant M15 90 mm Gun M1 w/Shell M313  Propellant M17 120 mm Gun T123 for Charge Prop T-38  Propellant M17 90 mm Gun T119 w/Shot AP-T T33E M318  Propellant T225 38mm Gun Boosted Rocket  Propellant T273 115 mm Artillery Boosted Rocket  Propellant T28 106mm  Propellant T34 for 120mm Gun M1 T-123 (Charge Prop. T-21)  Propellant T34 for 90mm Gun M1 T-123 (Charge Prop. T-21)  Type 5010 Cal. .50 Ball M2 M2AP1 M8</p> <p>ESSENTIAL/ UTILIZED MATERIALS/WASTE –</p> <p>Acetone (Dimethyl Ketone)  Nitrocellulose  DPA  Ethyl Alcohol  Nitroguanidine  Explosive/ Lead Bearing Waste Water (Propellant Solids)  Beryllium  Lead  Mercury  DNT  Maintenance Cleaning and Degreasing Solvents</p>	1943-1971	Investigation ongoing
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	(Low Odor Paraffin Solvent- Stoddard Solvent- LIX E-1- 2 AA Chem-dip- Freon 11- Mineral Spirits- Lacquer Thinner- TCE- Perchloroethylene) POL (Petroleum Oils and Lubricants) Pesticide/ Herbicides		
Solventless Double Base Propellant Production  SAAP-010 SAAP-011 SAAP-024 SAAP-036	MANUFACTURING PRODUCTS --  High Energy X-12 - Sheet Propellant and Carpet Roll High Energy X-8 - Sheet Propellant and Carpet Roll High Strength N-5 Sheet Propellant and Carpet Roll N-5 Cool Modification Sheet Propellant and Carpet Roll Paste - JPN Formula Propellant Grain Mark 31 Mod 1 Propellant Grain Mark 43 Mod 1 Propellant Grain Mark 44 Mod 1 Propellant Grain Mark 49 (ZUNI) Propellant Grain XM 548 Propellant X-5 15" Carpet Roll Sheet Solventless JPN CR Sheet Solventless N-5 CR Special Solventless Rocket Propellant Standard N-4 - Sheet Propellant and Carpet Roll Standard X-10 - Sheet Propellant and Carpet Roll Standard X-11 - Sheet Propellant and Carpet Roll Standard X-12 - Sheet Propellant and Carpet Roll Standard X-13 - Sheet Propellant and Carpet Roll Standard X-14 - Sheet Propellant and Carpet Roll Standard X-17 - Sheet Propellant and Carpet Roll Standard X-18 - Sheet Propellant and Carpet Roll Standard X-19 - Sheet Propellant and Carpet Roll Standard X-20 - Sheet Propellant and Carpet Roll Standard X-7 - Sheet Propellant and Carpet Roll Standard X-8 - Sheet Propellant and Carpet Roll Stick Solventless (Russian) Stick Solventless Mark 13 Navy Stick Solventless Mark 16 Navy Stick Solventless Mark 17 Navy Stick Solventless Mark 18 Navy Stick Solventless Mark 19 Navy Stick Solventless Mark 20 Navy Stick Solventless Mark 21 Navy Stick Solventless Mark 22 Navy Stick Solventless Mark 24 Navy Stick Solventless Mark 25 Navy XM XM33 - Sheet Propellant	1943-1971	Investigation ongoing  SAAP-010 & 011 soil cleanup complete

  
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 Johnson Co R00 8-200508 P:003605

<p>Tank Farms SAAP-065</p>	<p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE –</p> <ul style="list-style-type: none"> <li>Acetone</li> <li>Ammonium Nitrate</li> <li>Anhydrous Ammonia</li> <li>Ether Alcohol</li> <li>Ethyl Lactate/ Butyl Acetate</li> <li>Fuel Oil 2</li> <li>Fuel Oil 6</li> <li>Leaded and Unleaded Gasoline</li> <li>Nitric Acid</li> <li>Oleum</li> <li>Sulfuric Acid</li> <li>Mixed Acid</li> <li>Lime</li> <li>Chromate Brine</li> </ul>	<p>1943-1971</p>	<p>Investigation ongoing</p>
<p>Waste Water Treatment Plant</p>	<p>ESSENTIAL/ UTILIZED MATERIALS/ WASTE</p> <ul style="list-style-type: none"> <li>Calcium Hydroxide</li> <li>Calcium Oxide</li> <li>EDTA</li> <li>Methanol</li> <li>Dimethyl Sulfoxide</li> <li>Nitrates</li> <li>Oily Water</li> <li>Sodium Hydroxide</li> <li>Sulfuric</li> <li>Sulfuric Acid</li> <li>Ferric Chloride</li> <li>Phosphoric Acid</li> <li>Waste Oil</li> </ul>	<p>1995-2001</p>	<p>No contamination found above risk levels</p>





**EXPLOSIVE TRACTS  
PAGE LOCATION MAP  
SEC. 4,5,7,8,9,17,18,19,20,  
TWP 13, RNG 22 AND SEC.  
12,13,24, TWP 13 RNG 21  
JOHNSON COUNTY, KANSAS  
SCALE: 1"=1500'  
PROJECT #: C04\_1750**



**Shaw** SHAW ENVIRONMENTAL, INC.



- LEGEND:**
- BOUNDARY LINE OF INSTALLATION
  - - - SECTION LINE
  - FOUNDATIONS
  - 1548 FOUNDATION QD
  - GD LIMITS
  - ▨ EXPLOSIVE TRACT LIMITS



NO.	DATE	DESCRIPTION	BY	CHK
1	12/2/20	ISSUE FOR CONSTRUCTION	...	...
2	...	...	...	...

NO.	DATE	DESCRIPTION	BY	CHK
1	12/2/20	ISSUE FOR CONSTRUCTION	...	...
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NO.	DATE	DESCRIPTION	BY	CHK
1	12/2/20	ISSUE FOR CONSTRUCTION	...	...
2	...	...	...	...

SHAW ENVIRONMENTAL, INC. IS AN EQUAL OPPORTUNITY EMPLOYER. MINORITY AND FEMALE OWNERSHIP AND CONTROLLED BUSINESSES ARE ENCOURAGED.