

Bureau of Environmental Remediation
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Robert Moser, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

February 24, 2011

Ms. Kris Craig
14815 East Siefkes Street
Wichita, Kansas 67230

BER SCANNED
FEB 25 2011

**Re: Application to the Voluntary Cleanup and Property Redevelopment Program
Triple Crown site, Wichita, Sedgwick County, Kansas**

Dear Ms. Craig:

Enclosed for your records is a copy of Voluntary Agreement 11VCP0002, executed pursuant to the Voluntary Cleanup and Property Redevelopment Program (VCPRP) for the above referenced property. The Secretary of the Kansas Department of Health and Environment (KDHE) signed the agreement on February 23, 2011.

Please note that I have been assigned as Project Manager to provide KDHE oversight for the Triple Crown - Wichita, Kansas site. A review of the file indicates that a Voluntary Cleanup (VC) Proposal for addressing the contamination was submitted by a previous Voluntary Party and was approved by KDHE. As the new Voluntary Party, you may continue with the approved remedial alternative and submit a VC Plan. Alternatively, you may also choose to evaluate other remedial alternatives in a new VC Proposal.

At this time, you should contract with a qualified environmental consultant to develop either a VC Proposal or a VC Plan. The document should be prepared in accordance with the appropriate guidelines in the VCPRP Manual and submitted to KDHE for review no later than May 24, 2011. A copy of the VCPRP Manual is posted online at the KDHE website. If you and your consultant have any questions about this process, please contact me either via email (aschiller@kdheks.gov) or at (785) 296-0489.

Sincerely,

Andrea Schiller
Remedial Section/Voluntary Cleanup
Bureau of Environmental Remediation

ARS

Enclosures

c: Rick Bean (w/encl) > Jerry Lineback > Andrea Schiller > Triple Crown (C2-087-71613, 2.0)
Allison Herring (w/o encl) > Kyle Parker, KDHE SCDO
Linda Benson, KDHE (w/encl)

STATE OF KANSAS
DEPARTMENT OF HEALTH AND ENVIRONMENT
VOLUNTARY AGREEMENT

Kris Craig
Triple Crown Property
127th Street and Harry Street, Wichita, Kansas
NW ¼, Section 35, T 27S, R 2E, Sedgwick County

11VCP0002

I. This Voluntary Agreement is entered into by **Kris Craig** ("Applicant") and the Kansas Department of Health and Environment ("Department") pursuant to The Voluntary Cleanup and Property Redevelopment Act; Kansas Statutes Annotated Chapter 65-34,161, et seq. The terms of this Voluntary Agreement are not negotiable.

II. In entering into this Voluntary Agreement, the mutual objectives of the Department and the Applicant are to insure that the public health, welfare and the environment at or near the Property are protected from any release or threat of release of contaminants. The Applicant explicitly denies any and all legal liability pertaining to the Property or derived there from under any federal or state statute, regulation(s) or ordinance(s) or common law.

III. The Department and Applicant mutually **AGREE** to the following:

A. The Applicant shall conduct a Voluntary Cleanup Investigation ("VCI"), that meets the objectives of the Department's Scope of Work. The Department may determine that information from existing investigations may satisfy such objectives, therefore, further investigation may not be required by the Department.

B. If the Department determines that further investigation is necessary the Applicant shall:

1. submit a draft VCI Work Plan including an implementation schedule for the review of the Department within ninety (90) days from the date of this Voluntary Agreement. The Department will review the work plan and either provide written comments for revision or written approval.

2. upon approval of the Department, implement the approved VCI Work Plan.

3. document the results of the investigation in a VCI Report. The report shall be submitted to the Department for review. The Department will review the report and either provide written comments for revision or written approval.

C. The Applicant shall provide Property access to the Department, its employees and contractors throughout the period of this Agreement for the purposes of oversight, including split sampling, and verification.

D. The Department shall make a determination as to any further required actions based on the results of the VCI Report. If no further action is determined by the Department, the Department will issue a "No Further Action Determination".

VIII. Neither the State of Kansas, the Department, the Applicant, nor any agent thereof shall be liable for any injuries or damage to persons or property from acts or omissions of the others, their employees, contractors, agents, receivers, trustees, successors or assigns in carrying out activities required of the parties to this Voluntary Agreement. Neither the State of Kansas, nor any agency thereof shall be considered a party to any contract entered into by the Applicant in carrying out activities pursuant to this Voluntary Agreement.

IX. This Voluntary Agreement shall be effective as of the date signed by the Secretary of the Kansas Department of Health and Environment.

X. The provisions of this Voluntary Agreement shall be deemed satisfied thirty (30) days after completion of the requirements of Article III and the payment or refund of response and oversight costs incurred by the Department in accordance with Article VI. The Department shall use its best efforts to issue to the Applicant a certification that the responsibilities under this Voluntary Agreement have been completed and successfully discharged within thirty (30) days. Such certification shall be in the form of a "No Further Action Determination".

XI. The Applicant may terminate this Agreement prior to its completion provided that, from a human health and environmental perspective, the Property is in no worse condition at the time of termination than when the Applicant initiated activities under this Agreement.

XII. The terms and provisions of this Agreement shall be construed pursuant to the laws of the State of Kansas.

IN WITNESS WHEREOF, the Department and the Applicant have executed this Voluntary Agreement through their duly authorized representatives on the respective dates written hereunder.

Kris Craib
By: (signature)

Kris Craib
Printed Name

Owner
Title

Grandview Equestrian
Organization

~~Grandview Equestrian~~ KC Center
Date

2-8-11

Robert Mosum
Secretary

Kansas Department of Health
and Environment

2/23/2011
Date