

Williams Petroleum Services, LLC  
Dan Reutlinger  
P.O. Box 3483, MD 48-6  
Tulsa, OK 74101  
(918) 573-4371  
Facsimile (918) 573-4421  
Email: danny.reutlinger@williams.com

July 14, 2010

Kansas Department of Health & Environment  
Stuart M. Aller  
Bureau of Environmental Remediation  
Curtis State Office Building  
1000 SW Jackson St., Suite 410  
Topeka, Kansas 66612-1367

Re: EUC – Neodesha, Kansas Site  
#05-EUC-0016, Project Number C3-103-70113

Dear Mr. Aller:

Enclosed is the recorded EUC agreement for the Neodesha, Kansas site (05-EUC-0016) and a \$10,000 check for the monitoring of this agreement. I believe this meets the requirements of your letter dated April 16, 2010. Williams Petroleum Services, LLC, appreciates working with KDHE bringing closure to this site.

Please feel free to call me at 918-573-4371 if you have any questions.

Sincerely,



Danny L. Reutlinger  
Sr. Project Manager  
Williams Petroleum Services, LLC

DLR

Attachments

SCANNED  
JUL 15 2010

RECEIVED  
JUL 15 2010  
BUREAU OF  
ENVIRONMENTAL REMEDIATION



Mark Parkinson, Governor  
Roderick L. Bremby, Secretary

DEPARTMENT OF HEALTH  
AND ENVIRONMENT

[www.kdheks.gov](http://www.kdheks.gov)

Division of Environment

April 16, 2010

932

**CERTIFIED MAIL**  
**Return Receipt Requested**

Dan L. Reutlinger  
Williams Petroleum Services, LLC  
One Williams Center (MD-48-6)  
P.O. Box 3483  
Tulsa, OK 74172



Wilson County Register of Deeds  
**Book: 341 Page: 49**  
Receipt #: 17521 Total Fees: \$48.00  
Pages Recorded: 11  
Date Recorded: 7/6/2010 11:49:49 AM

*Jeresa A Young*

ORIGINAL COMPARED WITH RECORD *RWA*

**RE: Environmental Use Control Application Approval and Agreement for the  
Williams Pipeline - Neodesha Site, Wilson County, Kansas  
KDHE Project Number: C3-103-70113 EUCA Number: 05-EUC-0016**

Dear Mr. Reutlinger:

The Kansas Department of Health and Environment/Bureau of Environmental Remediation (KDHE/BER) has reviewed and approved the Environmental Use Control application and proposed environmental use controls for the Williams Pipeline - Neodesha Site in Neodesha, Kansas. The application package was submitted by Apex Environmental, Inc. (now Apex Companies, LLC) on behalf of the landowner of the subject property.

Enclosed you will find the Environmental Use Control Agreement (EUCA) developed by KDHE/BER. The EUCA represents the specific terms and conditions of the environmental use controls to be placed upon the property as requested in the application and as deemed necessary by KDHE/BER. Based upon the application and information from KDHE/BER files, the property has been classified as a Category 2 property, which requires a one-time payment of \$10,000 to fund the inspections and tracking costs associated with this property for the duration of the EUCA.

Please have the authorized representative for Williams Petroleum Services, LLC sign the EUCA with notarization of their signature if the terms and conditions are found to be acceptable. The EUCA must then be recorded in the office of the Register of Deeds for Wilson County, Kansas. Finally, a copy of the EUCA bearing the stamp of the Register of Deeds and requisite funding must be returned to KDHE/BER within ninety (90) days of certified receipt of this letter.

Thank you for your cooperation in this matter. If you have any questions, please feel free to contact me by telephone at 785-291-3807 or by e-mail at [Saller@kdheks.gov](mailto:Saller@kdheks.gov).

CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 410, TOPEKA, KS 66612-1367

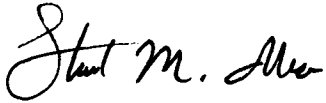
Voice 785-296-1673 Fax 785-296-7030

Letter from S. Aller to D. Reutlinger

April 16, 2010

Page 2 of 2

Sincerely,

A handwritten signature in black ink that reads "Stuart M. Aller". The signature is written in a cursive style with a large initial "S" and "M".

Stuart M. Aller, Environmental Scientist  
Restoration & Long-Term Stewardship Unit  
Bureau of Environmental Remediation

Enclosure

c: Deanna Ross>Stuart Aller>EUC Tracking File>Williams Pipeline - Neodesha Site  
File>C3-103-70113-2 (05-EUC-0016)  
Clint Ward, Apex Companies, LLC

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DOCUMENT NUMBER: 05-EUC-0016  
PROJECT NUMBER: C3-103-70113  
PROPERTY CATEGORY: 2

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## **ENVIRONMENTAL USE CONTROL AGREEMENT**

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**Williams Petroleum Services, LLC**, a Delaware limited liability company, having a mailing address of One Williams Center, MD 48-6, Tulsa, Oklahoma 74172, hereinafter referred to as “the Owner”, is the owner of real property known as the Williams Pipeline – Neodesha Site, a portion of the Southeast Quarter of the Southeast Quarter of Section 18, Township 30 South, Range 16 East of the Sixth Principal Meridian, Wilson County, Kansas, as shown on the map attached hereto as Exhibit A, hereinafter referred to as “the Property”, and more particularly described by the following legal description:

**Beginning at a point six hundred twenty-seven feet (627') North of the Southeast (SE) corner of Section Eighteen (18), Township Thirty (30) South, Range Sixteen (16) East, thence North six hundred ninety-three feet (693'), thence West one thousand three hundred twenty feet (1320'), thence South six hundred ninety-three feet (693'), thence East one thousand three hundred twenty feet (1320') to the place of beginning. (Containing 21 acres more or less.)**

And which shall likewise include any and all parcels contained therein.

WHEREAS the Owner has requested, by application to the Kansas Department of Health and Environment, hereinafter referred to as “KDHE”, to restrict, prohibit and/or limit certain uses of the Property in accordance with Kansas Statutes Annotated (K.S.A.) 2009 Supp. 65-1,221 *et seq.*

KDHE has approved the Owner’s application to restrict, prohibit, and/or limit certain uses of the Property since residual contamination, which exceeds department standards for unrestricted residential use, remains on the Property.

The conditions at the Property as of the date of KDHE’s approval of the application are as follows:

**An oil refinery operated a tank farm at the Property from approximately 1897 to 1970. In 1970, the Owner purchased the Property from Amoco Oil Company (now BP) and used existing tanks and pipelines to store and distribute #2 Fuel oil, primarily, and gasoline until cessation of operations in 1982. Soil at the Property is impacted by petroleum hydrocarbon related chemicals, including, but not limited to volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH), naphthalene and lead at concentrations exceeding their corresponding soil cleanup values as established in the *Risk-Based Standards for Kansas RSK Manual – 4<sup>th</sup> Version* (June 2007) for the residential and/or non-residential use scenarios. Gasoline or light end hydrocarbons are the predominant light non-aqueous phase liquid (LNAPL) type present in**

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**groundwater. Dissolved petroleum hydrocarbon related phase chemicals, including, but not limited to VOCs, TPH and naphthalene are present in groundwater at concentrations exceeding either their corresponding KDHE Tier 2 RSK non-residential groundwater pathway screening values or primary maximum contaminant levels as promulgated by the federal Safe Drinking Water Act.**

**Investigations conducted by BP at the Property concluded the LNAPL in the subsurface was released after a storage tank was hit by lightning in 1968. Soil and groundwater contamination at the Property are subject to a Consent Order Agreement (Case No. 90-E-53A), effective 1990, between KDHE and BP and an Interim Agreement, effective 1995, between KDHE and Williams Pipe Line Company. A trench was installed at the Property as an interim remedial measure by BP in late 2000 to inject air into the aquifer. The trench is currently used to recover LNAPL to prevent further migration of the groundwater plume.**

KDHE has determined, based on conditions at the Property, the application and other information pertaining to the Property, that environmental use controls are appropriate to ensure future protection of public health and the environment, subject to the conditions herein. Therefore, in accordance with K.S.A. 2009 Supp. 65-1,226 and the rules and regulations promulgated thereunder, the Property is hereby designated by KDHE as a Category 2 property.

The Owner acknowledges that this Agreement runs with the land and is binding on all successors in interest in the Property pursuant to K.S.A. 2009 Supp. 65-1,227(b); and is enforceable by KDHE pursuant to K.S.A. 2009 Supp. 65-1,229, unless and/or until such requirements are mutually terminated in writing by KDHE and Owner or Owner's successor in interest. For purposes of the obligations set forth in this document, "Owner" shall be deemed to include the current Owner and any and all successors in interest.

This Agreement shall be recorded, by the Owner, with the Wilson County Register of Deeds for the purposes of providing notice of the environmental use controls, protecting public health and the environment, and to prevent interference with the operation, performance, and/or maintenance of any remedial actions on the Property.

### **RESTRICTIONS, PROHIBITIONS AND LIMITATIONS:**

Due to the environmental conditions described above, it is the desire and intention of the Owner to restrict, prohibit, and/or limit the following uses of the Property:

- A. The Property shall not be used for residential purposes of any type including, but not limited to, a residence or dwelling, including a house, apartment, mobile home, nursing home, or condominium; or public use area, including a school, educational center, day care center, playground or similar structure, unrestricted outdoor recreational area, or park.

- B. The Owner shall not allow shallow water wells to be drilled, constructed, or used on the Property for the purposes of domestic, lawn and gardening, or other means, which use involves or may involve human consumption and/or other possible human contact uses. This restriction does not prohibit drilling, construction or use of water wells for the purpose of containing product or contamination, or for contaminated ground water recovery, monitoring, or other remediation activities as approved in writing by KDHE.
- C. The Owner shall not file or petition to initiate re-zoning of the Property without fifteen (15) calendar days prior notification to KDHE.
- D. KDHE shall be provided with notification fifteen (15) calendar days prior to any excavation activities. KDHE may require sampling of soils prior to, during or after any excavation activities. Based on the potential hazards associated with the soil disturbance activities, KDHE may require specific protective or remedial actions when allowing such soil disturbance activities to occur on the Property.
- E. The Owner shall inform all easement holders, contractors and/or other workers performing any excavation activities on the Property, prior to such activities, of the potential hazards associated with the direct contact and/or transport of any potentially contaminated and/or hazardous soil or other material from the Property. Easement holders, contractors and/or workers shall also be informed by the Owner of any potential hazards associated with releases from contaminated media located on the Property.
- F. The Owner shall preserve, protect and replace, as necessary, all permanent survey markers and benchmarks and all environmental monitoring stations that may be installed on the Property.
- G. The Owner shall obtain prior written authorization from KDHE before undertaking any of the following:
  - 1. Undertaking any construction of drainage ditches on the Property;
  - 2. Producing food chain crops on the Property; or
  - 3. Removing any security fencing, signs or devices installed to restrict public access to the Property.
- H. The Owner shall evaluate the vapor intrusion pathway with KDHE during planning and prior to constructing any structures on the Property.

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### **LOCAL ORDINANCES AND ZONING:**

The Owner and KDHE acknowledge that the following local ordinances and zoning requirements in place at the time of recording this Agreement shall be used in addition to the restrictions, prohibitions and limitations set forth in this Agreement.

**The Property is zoned Industrial by Wilson County, Kansas.**

### **ACCESS:**

The Owner hereby agrees and conveys to KDHE, its agents, contractors, and employees, access to the Property for the term of this Agreement to enter or come upon the Property to inspect the Property and perform any required action (i.e., monitoring, sampling, etc.) KDHE deems necessary for any one or more of the following purposes:

1. Ensuring that use, occupancy, and activities of and at the Property are consistent with this Agreement;
2. Inspecting protective structures and any other remedial systems to ensure their designed operation, performance and structural integrity;
3. Documenting environmental conditions of and at the Property;
4. Ensuring implementation and enforcement of the requirements, restrictions, prohibitions, and other limitations described in this Agreement; and/or
5. Performing any additional investigations or remediation deemed necessary by KDHE to protect public health and the environment.

### **FUNDING:**

The Owner hereby agrees to submit to KDHE a one-time payment of \$10,000 to compensate KDHE for costs incurred to perform inspections, monitoring, and tracking of the terms and requirements of this Agreement. The Owner acknowledges that the funding requirement for this Agreement is based on the size of the Property, physical properties of residual contamination, types of protective structures at the Property, frequency of KDHE's anticipated inspections and anticipated inspection costs.

### **DURATION:**

The Owner hereby agrees that this Agreement extends in perpetuity unless and/or until removal following approval by KDHE pursuant to K.S.A. 2009 Supp. 65-1,227.

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**INSPECTION REQUIREMENTS:**

KDHE shall visually inspect the Property once every five (5) years and prepare a written report documenting the inspection findings and current uses of the Property to verify the Property is being used as indicated herein. KDHE may consider modifications of the frequency of inspection and reporting if warranted by technical data.

**MAINTENANCE REQUIREMENTS:**

The Owner hereby agrees to provide maintenance of the existing fencing and gates within the Property boundary. Maintenance includes, but is not limited to, inspection, weed control and repairs to the fencing and gates. Repairs may be necessary to correct the effects of vandalism, deterioration, or other events, to prevent public access to the Property.

**OTHER TERMS AND CONDITIONS:**

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any sale, lease, conveyance or other transfer of the Property. The notice shall include the name and business address (if applicable) of the transferee and the expected date of transfer.

The Owner shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee or transferee to comply with the terms of this Agreement. The failure to include such a provision shall not affect the validity or applicability to the Property of this Agreement.

Within fifteen (15) calendar days of real property conveyance, the Owner hereby agrees to provide KDHE a copy of the recorded deed with legal description and corresponding survey map for which this Agreement applies.

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any land use changes at the Property.

The Owner acknowledges that the requirements in this Agreement may not be extinguished, limited or impaired through adverse possession, abandonment, waiver, lack of enforcement, or other common law principles, pursuant to K.S.A. 2009 Supp. 65-1,227(e).

This Agreement may be modified by mutual written agreement by the Owner and KDHE. Within thirty (30) calendar days of executing an amendment, modification, or termination of this Agreement, the Owner shall record such amendment, modification, or termination with the Wilson County Register of Deeds, and within thirty (30) calendar days thereafter, the Owner shall provide a copy of the recorded amendment, modification, or termination to KDHE that bears the seal and/or notarized signature of the Register of Deeds.

<b>DOCUMENT</b>	<b>PROJECT</b>	<b>PROPERTY</b>
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**ENFORCEABILITY:**

If the terms of this Agreement are not being implemented by the Owner or contamination at the Property presents a hazard to public health or the environment, KDHE may take such action as authorized by K.S.A. 2009 Supp. 65-1,229, including:

- A. Issue an order directing the Owner to correct any deficiencies and fully implement the terms of this Agreement.
- B. Issue an order retracting this Agreement and any remedial action at the Property and requiring the Owner to implement a remedial action at the Property to attain a cleanup standard that will allow for unrestricted use of the Property.

**EFFECTIVE DATE OF AGREEMENT:**

The Owner shall provide to KDHE a copy of this Agreement bearing the seal or notarization of the Register of Deeds in **Wilson County** within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

The Owner shall provide KDHE with funding as determined by KDHE in accordance with K.S.A. 2009 Supp. 65-1,226 within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

Proper recording of all necessary documents and submission of required funding shall be conditions precedent to the effectiveness of this Agreement.