

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

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Anissia Manuleleua, Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

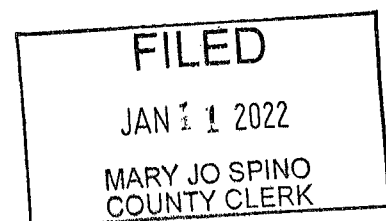
Document Date: December 12, 2021

Grantor: Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

Grantee: Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

Department: Missouri Department of Natural Resources
P.O. Box 176, Jefferson City, MO 65102

Legal Description: See Exhibit B



ENVIRONMENTAL COVENANT

This Environmental Covenant (Covenant) is entered into by and between the Grantor, Jackson County, Missouri (Owner), the Grantee, Jackson County, Missouri (Holder), and the Missouri Department of Natural Resources (Department) pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, of the Revised Statutes of Missouri (RSMo), and 10 CSR 25-18.010. Owner, Holder, and the Department may collectively be referred to as the "Parties" herein.

RECITALS

WHEREAS, Owner is the owner in fee simple of certain real property commonly known and numbered as Rock Island Corridor, Former Chicago, Rock Island & Pacific Railroad Right-of-Way Corridor, MP 288.3 to MP 270.6, shown on the site map attached hereto as Exhibit A, and legally described as:

See Exhibit B

the "Property";

WHEREAS, the Property is situated in Jackson County, Missouri;

WHEREAS, Owner desires to grant to the Holder this Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided in the Missouri Environmental Covenants Act;

WHEREAS, the Missouri Department of Natural Resources enters into this Covenant as a "Department" pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo, with all the attendant rights of a "Department" under such Act, which include, but are not limited to, having a right to enforce this Covenant;

WHEREAS, Holder enters into this Covenant as a "Holder" pursuant to the Missouri Environmental Covenants Act, with all the attendant rights of a "Holder" under such Act, which include, but are not limited to, acquiring an interest in the Property and a right to enforce this Covenant;

WHEREAS, Owner entered into a Letter of Agreement (Agreement) for the Property pursuant to the Department's Brownfields/Voluntary Cleanup Program (BVCP), Section 260.565, et seq., RSMo. This Agreement requires Owner to file an Environmental Covenant for the Property with the appropriate recorder of deeds in the event that chemicals of concern remain at the site above standards that are protective of unrestricted land use, following the investigation and remediation of the site under the BVCP;

WHEREAS, the environmental response project conducted at the Property included the following activities:

- Investigation of soil and groundwater contamination, caused by the previous use of the site as a railroad corridor, along the proposed trail.
- Investigation of soil and groundwater contamination at various former businesses adjacent to the proposed trail that lie within the property boundaries.
- Conduction of a Risk Assessment, including comparison of laboratory data to the Department's residential and non-residential Risk-Based Target Levels, as outlined in Tables B-2 and B-5 of the 2006 Missouri Risk-Based Corrective Action guidance document.
- Polycyclic aromatic hydrocarbons, metals, and herbicides remain above target levels for unrestricted use of the property.
- Emplacement of an engineered cap to eliminate the exposure pathway of the contaminants.

WHEREAS, upon completion of the environmental response project described above, contaminants of concern, which include, but may not be limited to benzo(a)pyrene, benz(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene, indeno(1,2,3-cd)pyrene, arsenic, lead, and the herbicide methylchlorophenoxypropionic acid (Mecoprop or MCP), will remain on the Property above levels that allow for the unrestricted use of the Property; and

WHEREAS, the environmental response project described above is deemed protective if, and only if, the activity and use limitations described in this Covenant remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of the Property.

NOW THEREFORE, Owner, Holder, and the Department agree to the following:

1. Parties.

The Owner, Holder, and the Department are parties to this Covenant, and may enforce it as provided in Section 260.1030, RSMo.

2. Activity and Use Limitations.

Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

No Residential Land Use:

Based on reports on file at the Department's offices in Jefferson City, Missouri, the Property currently meets the Department's standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the restrictions below remain in place.

The Property shall **not** be used for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, retirement or senior/child-care facilities, or any land use where persons can be expected to reside.

No Disturbance of Soil:

Based on reports on file at the Department's offices in Jefferson City, Missouri, contaminants of concern remaining at the Property exceed the Department's standards for non-residential land use, but do not pose a significant current or future risk to human health or the environment with respect to non-residential uses of the property so long as the soil is not disturbed such that exposure may result.

Therefore, soil on the Property shall not be excavated or otherwise disturbed in any manner except in accordance with the Department-approved Soil Management Plan attached hereto as Exhibit C, which is hereby incorporated by reference. *The Department may charge Owner/Transferee the costs incurred by the Department for oversight of activities for which the Plan requires Department review and approval. Costs may be incurred regardless of whether such activities are approved, denied, or withdrawn.*

Contaminated soil may be disturbed if necessary during an emergency (such as water or gas main break, fire, explosion, or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the Department and Holder verbally or in writing as soon as practicable, but no later than 48 hours after the disturbance begins. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed, and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report to the Department describing such emergency and any response actions.

Engineered Controls for Soil:

Based on reports on file at the Department's offices in Jefferson City, Missouri, contaminants of concern remaining in the soil at the Property do not pose a significant current or future risk to human health or the environment so long as the engineered control(s) described below is/are maintained so as to prevent exposure, release, or migration of contaminants from the soil.

Therefore, the following engineered controls must remain in place and remain effective in accordance with the Department-approved Soil Management Plan, unless and until the Department provides written approval for any modifications:

Gravel and concrete trail, and vegetated areas adjacent to the trail, must remain in place to prevent erosion and exposure to surficial soil contaminants.

If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by this Covenant, the Department and the Holder must be notified in advance so that a Modification, Temporary Deviation, or Termination request can be considered as described below. Further analyses and/or response actions may be required prior to any such use.

3. Running with the Land.

This Covenant shall be binding upon Owner and Owner's heirs, successors, assigns, and other transferees in interest (collectively referred to as "Transferees") during their period of ownership (except that the obligation described below in Paragraph 16 to re-direct any mis-directed communication shall continue beyond an Owner/Transferee's period of ownership), and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees (subject to applicable lender liability protections prescribed by law), easement holders, and/or lessees.

4. Location of Files and Records.

Records of this environmental response project for the Property are currently located in the Department's offices in Jefferson City, Missouri. Information regarding the environmental response project may be obtained from the Department through a request under Chapter 610, RSMo, commonly referred to as the Missouri Sunshine Law, to the Department's Custodian of Records, referencing the site identification name of Rock Island Corridor.

5. Enforcement.

Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority or rights under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, the Department may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant. If such Owner/Transferee fails to act within the required timeframe or if the Department finds a proposed remedy unacceptable, the Department may pursue any remedy authorized by law.

6. Right of Access.

Owner, on behalf of itself and any Transferees, hereby grants to the Holder and the Department and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or otherwise impede the Department's rights of access and entry under federal or state law or other agreement.

7. Compliance Reporting.

Owner/Transferee shall submit to Holder and the Department, by no later than January 31st of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

I certify that to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any non-compliance with the activity and use limitations described in Paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than 10 business days thereafter.

8. Notice upon Conveyance.

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN
ENVIRONMENTAL COVENANT, DATED _____, 20____,
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF
_____ COUNTY, _____, ON _____, 20____, AS
DOCUMENT _____, BOOK____, PAGE _____.

Owner/Transferee shall notify Holder and the Department within 10 days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

9. Representations and Warranties.

Owner hereby represents and warrants to Holder and the Department that:

- a) Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided, and to carry out all of Owner's obligations hereunder;
- b) this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Owner is a party or by which Owner may be bound or affected; and
- c) Owner is the sole owner of the Property and holds fee simple title, which is free, clear, and unencumbered.

10. Amendments, Termination, and Temporary Deviations.

This Covenant may be amended or terminated by approval of the Department, Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to Section 260.1027, RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by the Department in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to the Department to temporarily deviate from specified requirements described herein for a specific purpose and timeframe, which shall not exceed 90 days. Any such request shall be transmitted to the Holder and the Department as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. The Department shall evaluate the request and convey approval or denial in writing. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

11. Severability.

If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Governing Law.

This Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

13. Recordation.

Within 30 days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each county in which any portion of the Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.

14. Effective Date.

The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of the county in which the Property is situated.

15. Distribution of Covenant.

Within 30 days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; and (e) any other person designated herein.

16. Contact Information.

Any document or other item required by this Covenant to be given to another party hereto shall be sent to:

If to Owner/Transferee:

Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

If to Holder:

Jackson County, Missouri
Office of the County Counselor
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

If to Department:

Long Term Stewardship Unit
RE: Rock Island Corridor
Environmental Remediation Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

Owner/Transferee, Holder, or the Department may change their designated recipient of such notices by providing written notice of the same to each other. If any notice or other submittal under this Covenant is received by a former Owner/Transferee who no longer has an interest in the Property, then such former Owner/Transferee shall notify the Department, the Holder, and the current Owner/Transferee of the Property regarding the mis-directed communication.

17. Reservation of Rights.

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership, or the obligation to comply with any other source of law. This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, state, or local laws or regulations, and the Department does not warrant or aver in any manner that an Owner/Transferee's compliance with this Covenant will constitute compliance with any such requirements. The Department reserves all legal and equitable remedies available to enforce this Covenant or any other legal requirement, and/or to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Property. Nothing herein shall be construed so as to prevent the Department or Holder from taking any independent actions as allowed by law.

The undersigned represent and certify that they are authorized to sign this Covenant on behalf of their respective Parties.

IT IS SO AGREED:

FOR OWNER/HOLDER:

By: [Signature]
Frank White, Jr.
Jackson County Executive
Jackson County Courthouse
415 E. 12th St., Ste. 200
Kansas City, MO 64106

Date: 1/10/21

STATE OF Missouri)
COUNTY OF Jackson)

On this 10th day of January, 2022, before me a Notary Public in and for said state, personally appeared Frank White, Jr., of Jackson County, Missouri, known to me to be the person who executed the within Covenant on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Christine Howard
Notary Public



CHRISTINE HOWARD
My Commission Expires
February 28, 2024
Jackson County
Commission #12308404

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

1-10-2022
Date

[Signature]
Director of Finance and Purchasing
003-3601-56790 \$15,000.00

CT 360121002 mr

APPROVED AS TO FORM

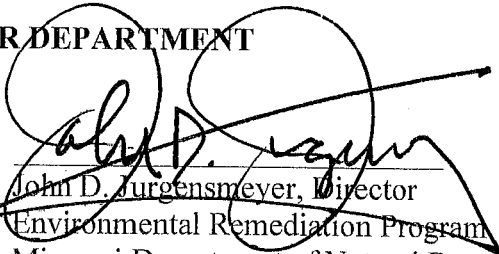
[Signature]
County Counselor

ATTEST:

[Signature]
Mary Jo Spino
Clerk of the Legislature

FOR DEPARTMENT

By:


John D. Jurgensmeyer, Director
Environmental Remediation Program
Missouri Department of Natural Resources
PO Box 176
Jefferson City, MO 65102-0176

Date:

12/13/2021

STATE OF MISSOURI)

COUNTY OF)

Morgan)

On this 13th day of December, 2021, before me a Notary Public in and for said state, personally appeared John D. Jurgensmeyer, Director of the Environmental Remediation Program of the Missouri Department of Natural Resources, a state agency, known to me to be the person who executed the within Covenant on behalf of said agency by authority of its Director and acknowledged to me that he executed the same for the purposes therein stated.


Notary Public

DEBRA D. DOBSON Notary Public - Notary Seal State of Missouri Commissioned for Morgan County My Commission Expires: May 25, 2022 Commission Number: 14642864

Exhibit A

Site Map

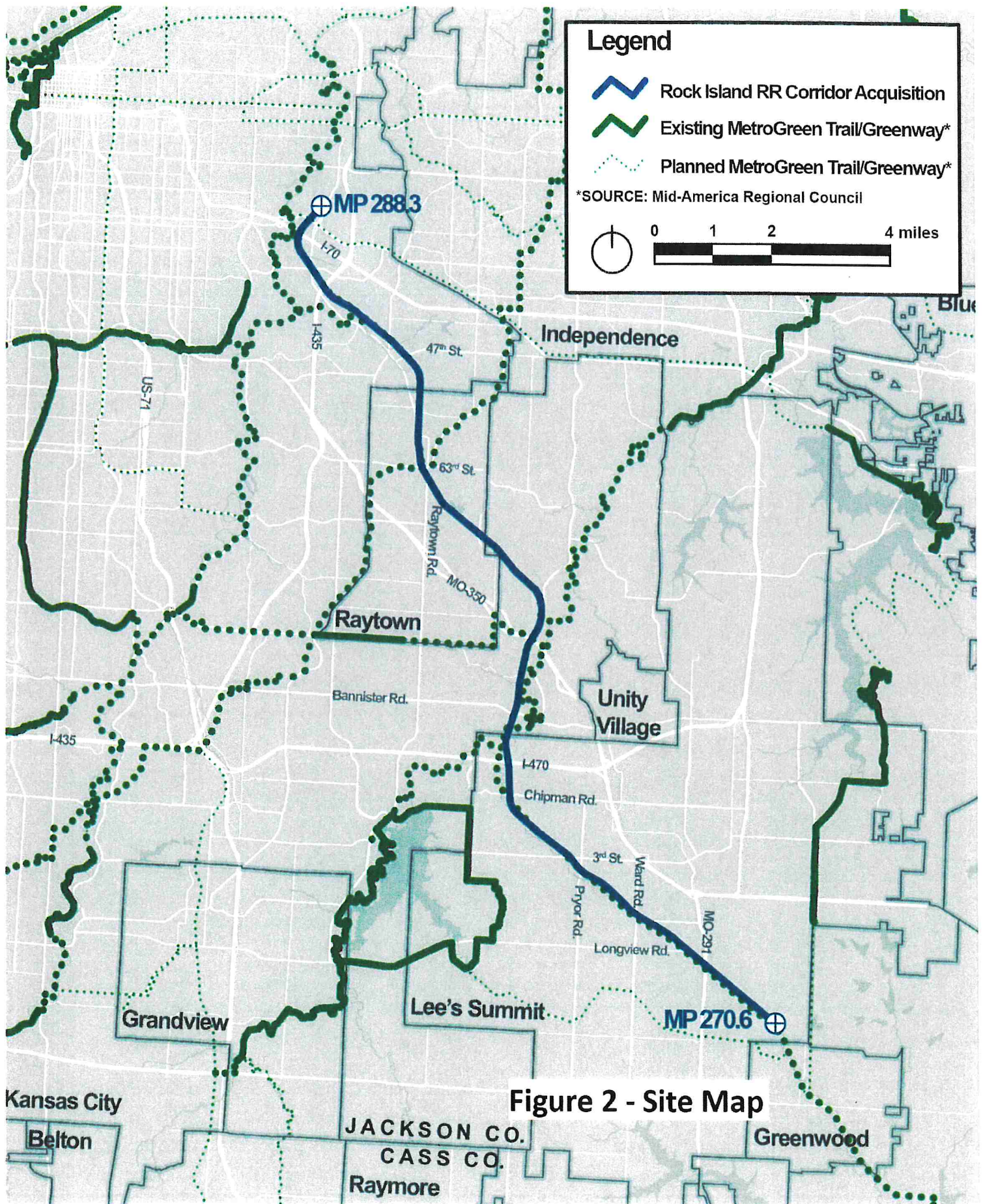


Figure 2 - Site Map

Exhibit C

Soil Management Plan

Soil Management Plan

Rock Island Corridor

(Former Chicago, Rock Island & Pacific Railroad Right-of-Way Corridor)

MP 288.3 to MP 270.6

Kansas City, Missouri

October 5, 2021

1.0 Introduction

This Soil Management Plan (SMP) has been prepared to guide the proper handling of soil that is potentially impacted by herbicides, metals, and polycyclic aromatic hydrocarbons (PAHs) along the Rock Island Corridor site beginning at Kansas City, Missouri and culminating in Lee's Summit, Missouri (see Figure 2). The Plan provides for a tiered approach to soil management, regulatory approval, documentation and record keeping to minimize administrative requirements. Minor disturbance requires the lowest response level, while major disturbance of the site requires pre-planning, MDNR approval and higher levels of documentation.

At the time of approval and filing of this SMP, soil at this property is known to contain chemicals of concern (COCs) at levels which are not a hazard if the soil remains in place, but could be a long-term exposure hazard if soil is excavated and subsequently mishandled.

COCs remaining on this site result from:

- Materials used in the construction and use of the former railroad
- Herbicides used to control vegetation along the rail line
- Residual contamination from other sources, such as fill material used along the rail bed

Note that standards may change over time, COCs may degrade naturally, or further remedial actions may occur which may render this plan inaccurate or obsolete. Current standards at the time work is to be performed should be checked, and soil sampling may be desired to verify concentrations.

This Plan includes:

- (1) Description of the remedial actions taken
- (2) Description of property use limitations (including this SMP) related to the remediation and residual contaminants

- (3) Location and depth of the affected soil
- (4) Conditions or activities covered by the SMP
- (5) Procedures for materials management during those activities
- (6) Sampling and analysis procedures
- (7) Site Self-Inspection and Reporting requirements

1. Remedial Action Summary

The Missouri Department of Natural Resources (MDNR) accepted this site into the Brownfields/Voluntary Cleanup Program (BVCP) in 2017.

Complete files pertaining to the investigation and remediation of the site are available at the offices of the MDNR Hazardous Waste Program in Jefferson City, MO, under the file name Rock Island Corridor.

Contaminants exceeding the Department's non-residential Risk-Based Target Levels were found in the surficial and subsurface soils along the former rail line.

A cap, composed of approximately 8" crushed gravel in some areas, and of approximately 6" of concrete in other areas, will cover the contaminated soil.

Contaminant levels considered safe for residents, non-resident workers, and construction workers are provided in applicable state standards which may be amended from time to time. Current guidance applicable at the time of this filing is the Missouri Risk-Based Corrective Action (MRBCA) Technical Guidance, dated June 2006. Relevant parameters for the contaminants of concern at the site are summarized in Table A below.

Table A

Chemicals of Concern for Site Surficial Soils (mg/kg or parts per million)

Chemical of Concern (COC)	Non-Residential Direct Exposure to Surface Soil Target Concentration ¹	Construction Worker Target Concentration ²	Highest Remaining Site Concentration ³	Average Concentration in Contaminated Area ³
Benzo(a)pyrene	2.11	119	34	6.48
Benz(a)anthracene	21.1	1190	28	13.48
Benzo(b)fluoranthene	21.0	1140	59	18.48
Dibenz(a,h)anthracene	2.11	119	6.7	1.88

Chemical of Concern (COC)	Non-Residential Direct Exposure to Surface Soil Target Concentration ¹	Construction Worker Target Concentration ²	Highest Remaining Site Concentration ³	Average Concentration in Contaminated Area ³
Indeno(1,2,3-cd)pyrene	12.8	724	26	10.41
Arsenic	15.9	654	58.3	15.47
Lead	660	660	186	91.57
Herbicide MCPP	616	1430	35000	5577.04

1 Note this category of standard only applies to surface soil not capped by an exposure barrier.

2 Based on construction worker in direct contact with soil for a number of days

3 Values following remediation at time of site closure, subject to change with natural attenuation or further removal/remediation.

2.0 Property Use Limitations

The following restrictions have been placed on the use of the property by means of an Environmental Covenant filed in the property chain of title

- No residential use of the site
- Engineered cap or other barrier to be inspected and maintained
- No disturbance of cap or underlying soil unless done in compliance with this Plan

The Covenant complies with the Missouri Environmental Covenants Act. It runs with the land in perpetuity unless or until changes or rescission are approved by both MDNR and the owner of record at the time the changes are proposed, or by a court of competent jurisdiction.

3.0 Location and Depth of Affected Soil

Although some contamination exceeds non-residential and construction worker target levels in deeper soils, the majority of concern lies within the top three feet of soil. Locations of the contamination at elevated levels varies (see Figures 1 through 1F).

4.0 Activities Covered Under This Plan

The following activities are covered under this plan:

- Disturbance or removal of contaminated soil.
- Breaching or disturbance of engineered soil/cap.
- Construction such as buildings, site improvements, pavement, underground utilities, fencing, utility poles.

- Employee notification of contaminated soil.

5.0 Steps to Evaluate Your Project

- 5.1 Determine whether the project affects any protected areas described in this plan. If it is unknown whether the project is in an affected area, assume that it is.
- 5.2 If the project will disturb a cap or engineered barrier as determined in 5.1, consult Table B below to determine requirements based on the scale of your project.
- 5.3 Engineered barriers must be reconstructed to original specs.

TABLE B
Record-Keeping and Approval for
Post-Closure Disturbance

Applies to Capped Areas and Residual Contaminated Areas
Where Concentrations Exceed Non-Residential Use and/or Construction Worker Target Levels

Type of Construction or Excavation	Examples	Project Plan Requirements	MDNR Pre-Approval	Documentation
Shallow/Minor	Fence Posts Sign Posts Basic Landscaping	None	Not required	Site Log Include in annual inspection report to MDNR
Intermediate	Underground Utility Lines & Utility Pole Installation, Removal, (Cap) Maintenance	Project Plan for excavation, stockpiling, testing, handling, disposal	Not required	Site Log Include in annual inspection report to MDNR
Deep/Major Construction	Building Demolition, New Foundations, Disturbance of Engineered Controls (impervious cap or subsurface barriers)	Project Plan for excavation, stockpiling, testing, handling, disposal	MDNR Plan review and approval required	Submit project final report to MDNR and Include in annual inspection report to MDNR

1. The following choices are available when affected soil is excavated **from the areas and depths described in Section 3 of this plan**:
 - a. Replace the soil at its original location and depth; OR
 - b. Dispose of the soil offsite (i.e. in a permitted landfill) as a waste; OR
 - c. Stockpile and test the soil to determine its COC content and evaluate using currently available standards.
2. Affected soil from the controlled area(s) may not be removed from the site and used as Clean Fill on other sites without testing to verify that it meets Clean Fill requirements. Soil that meets MDNR standards for "clean fill" may be used as clean fill on- or off-site. No soils excavated from this site shall be considered "clean fill" for offsite use without prior testing and confirmation.
3. If soil is to be disposed of in a landfill, applicable permits such as a Special Waste Permit must be obtained from the landfill prior to removal of excavated soils from the site.
4. Soil that meets current MDNR risk-based standards for unrestricted (residential) use is subject to unrestricted use on-site.
5. Soil exceeding unrestricted (residential) target levels but not exceeding non-residential target levels may be disturbed and replaced onsite without special considerations.
6. Soils exceeding non-residential target levels must be replaced at its original location and depth, or disposed of in a permitted landfill.
7. Unless ALL affected soil is completely remediated/removed during your project, any engineered controls must be replaced to original spec.

If soils *exceeding non-residential use standards*, such as soil from under an engineered cap, will be disturbed, consult Table B to determine whether contractors or others responsible for construction must prepare a site-specific and project-specific plan that will specify the excavation, stockpiling, testing, handling and disposal procedures. Affected activities may include site grading, construction of building foundations, construction and maintenance of site utilities, and construction of parking and driveway areas.

Soil *meeting standards for non-residential use* in effect at the time of the project may be disturbed and replaced onsite without special considerations. Any soil not replaced onsite should be managed as a waste in accordance with RCRA regulations, unless it qualifies as Clean Fill according to MDNR Clean Fill regulations or policies in place at that time.

Protection of human health and the environment should be a primary concern during construction at the site. Construction work at the site can most likely be accomplished in personal protective equipment (PPE) typically worn for non-hazardous waste construction activities. However, it is the responsibility of each construction contractor to review the available information to determine the health and safety requirements for their workers.

6.0 Sampling and Analysis Plan

Recommended sample collection procedures for sampling stockpiled soils will consist of sampling procedures in accordance with generally accepted practices for sampling environmental media.

- Collect a minimum of one sample per 100 cubic yards of excavated material using clean, decontaminated sampling tools. Analyze the samples for the COCs shown in Table A.
- For non-volatile COCs, collect one composite sample comprising five aliquots from different locations in the pile.
- For volatile COCs, collect a grab sample from the single the most visually impacted or odoriferous area of the stockpiled soil.
- Compare the results to applicable state risk-based standards if reusing, or disposal criteria for the disposal facility.

7.0 Employee Notification

All workers who may be involved with soil or cap disturbance at the site will be made aware of the presence of contamination. Workers will be instructed not to disturb the soil or the cap without prior notification to the site management.

8.0 Landscaped/Vegetated Areas

Landscaped/vegetated areas are present around the capped trail. These areas may contain contamination without an engineered barrier. The vegetation in these areas will be maintained to minimize soil erosion due to wind and water.

9.0 Self-Inspection and Reporting Requirements

The engineered barrier, as described in Section 1, shall be inspected annually by or on behalf of the owner. Such inspection shall evaluate the condition of the engineered barrier for physical defects that are affecting or may affect its integrity. The engineered barriers consist of all capped areas on the site. Should any damage or defects to the engineered barrier be discovered, all such defects or damage shall be repaired by the owner within a reasonable period from discovery. The engineered barrier shall not be breached or otherwise disturbed such that its integrity is compromised. Normal construction practices over the engineered barrier shall not interfere with the performance of the engineered barrier. The owner shall maintain a record of the annual inspections and make them available for review upon MDNR request.

10.0 Emergencies

The Environmental Covenant and this Plan should be followed at all times to the extent practicable.

Natural or man-made disasters or other emergencies may interfere with engineered controls or violate restrictions imposed by the Covenant. Necessary response actions during an emergency may do the same.

In these situations, follow the plan and adhere to Covenant restrictions as much as possible. When it is not possible to fully comply, use good judgement and take steps to prevent or limit exposures to contamination.

Example: An underground utility leak occurs requiring excavation in a controlled area for emergency repairs and it may not be feasible to pre-sample soil in the area or to submit a plan to MDNR prior to excavating. However, you can take several steps: ensure that workers are notified of potential contamination and use appropriate protective equipment (if necessary); segregate clean overburden/cap material from contaminated soil; properly stockpile and protect contaminated soil; replace soil at the same depth or dispose as outlined in the plan; and reconstruct any engineered barriers to original specs.

Document events and response actions.

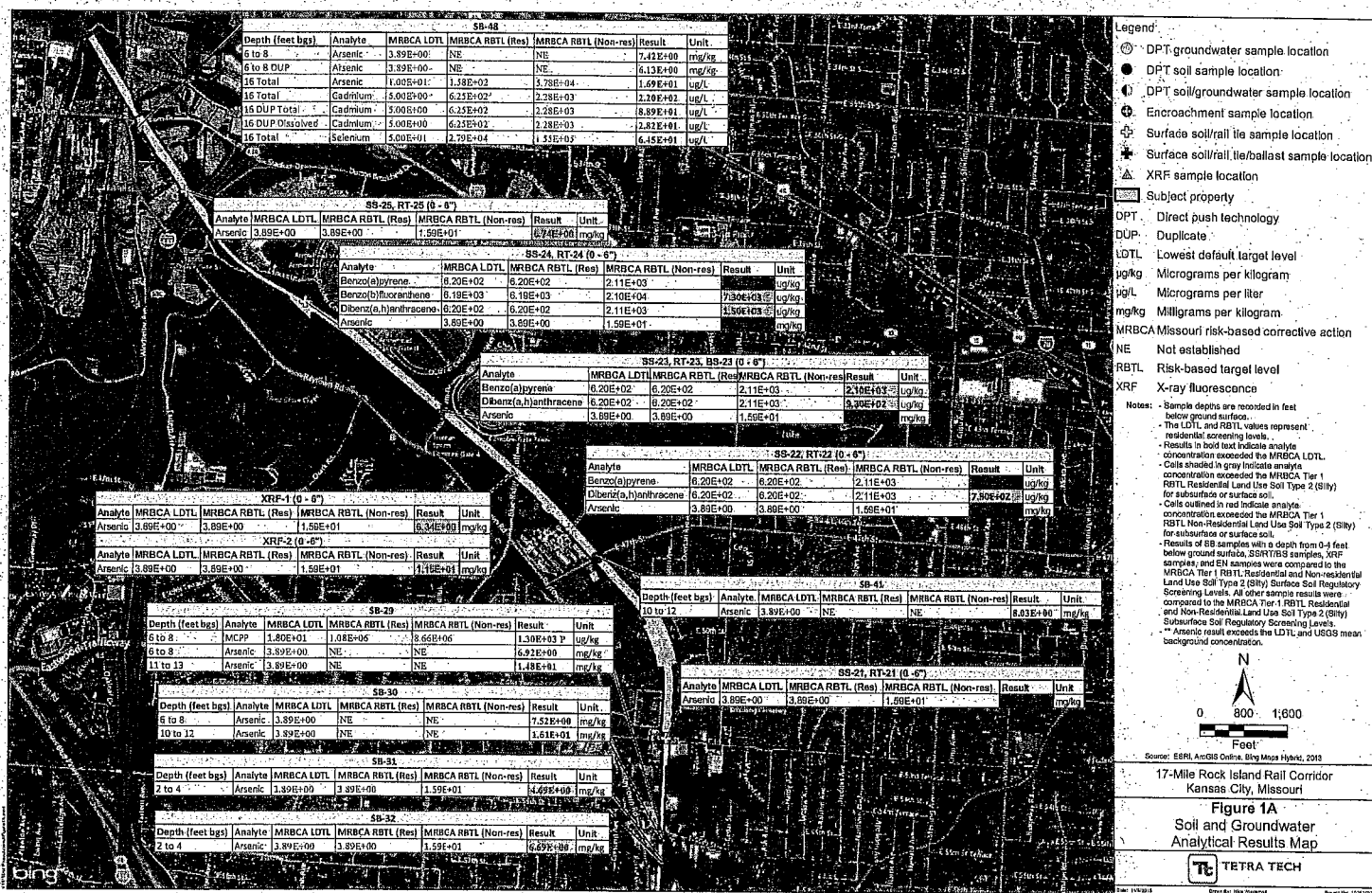
Notify MDNR as appropriate/required. Environmental Covenants typically require notifying MDNR within 48 hours of an emergency, and a written report within 30 days.

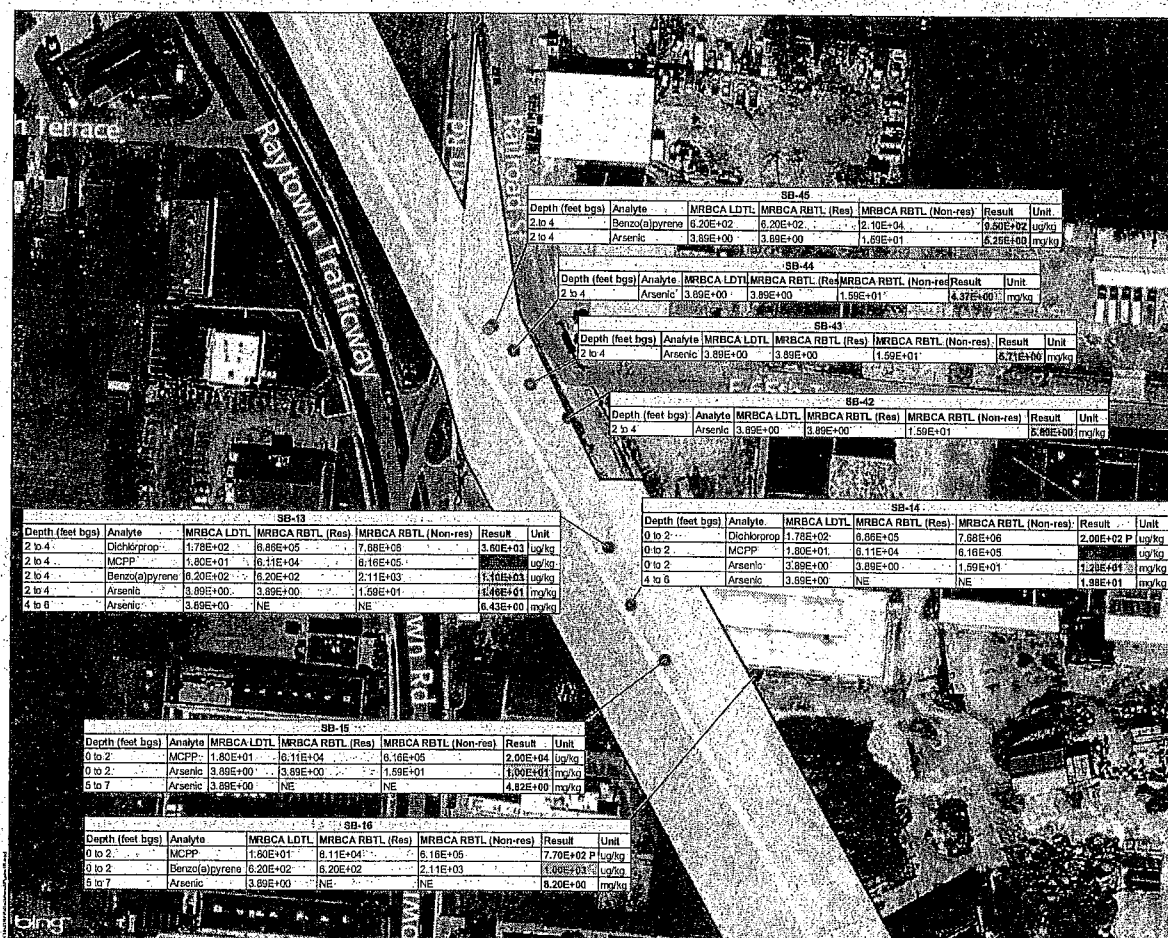
11.0 References

MDNR, 2006. Departmental Missouri Risk-Based Corrective Action Guidance. Missouri Department of Natural Resources, Division of Environmental Quality.

Figure 1(A through F): Affected Soil Locations

Figure 2: Site Location Map





Legend

- ⊙ DPT groundwater sample location
- DPT soil sample location
- ⊕ DPT soil/groundwater sample location
- ⊕ Encroachment sample location
- ⊕ Surface soil/rail tie sample location
- ⊕ Surface soil/rail tie/ballast sample location
- ⊕ XRF sample location
- Subject property
- DPT Direct push technology
- DUP Duplicate
- LDTL Lowest default target level
- ug/kg Micrograms per kilogram
- ug/L Micrograms per liter
- mg/kg Milligrams per kilogram
- MRBCA Missouri risk-based corrective action
- NE Not established
- RBTL Risk-based target level
- XRF X-ray fluorescence

Notes:

- Sample depths are recorded in feet below ground surface.
- The LDTL and RBTL values represent residential screening levels.
- Results in bold text indicate analyte concentration exceeded the MRBCA LDTL.
- Cells shaded in gray indicate analyte concentration exceeded the MRBCA Tier 1 RBTL Residential Land Use Soil Type 2 (Silty) for subsurface or surface soil.
- Cells shaded in red indicate analyte concentration exceeded the MRBCA Tier 1 RBTL Non-Residential Land Use Soil Type 2 (Silty) for subsurface or surface soil.
- Results of SS samples with a depth from 0-4 feet below ground surface, SSRTBS samples, XRF samples, and EN samples were compared to the MRBCA Tier 1 RBTL Residential and Non-Residential Land Use Soil Type 2 (Silty) Surface Soil Regulatory Screening Levels. All other sample results were compared to the MRBCA Tier 1 RBTL Residential and Non-Residential Land Use Soil Type 2 (Silty) Subsurface Soil Regulatory Screening Levels.

0 50 100 Feet

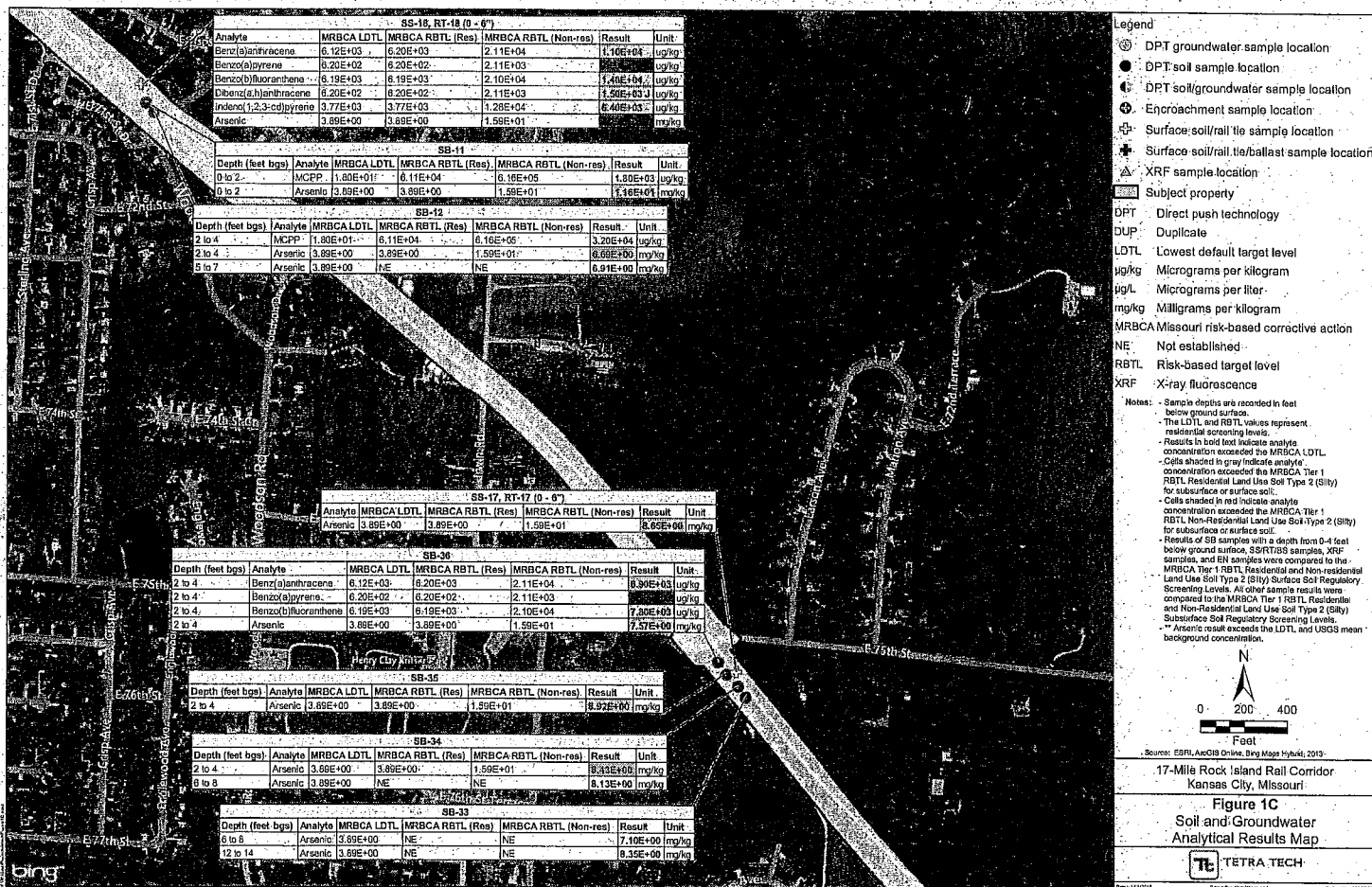
Source: ESRI/ArcGIS Online, Bing Maps Hybrid, 2013

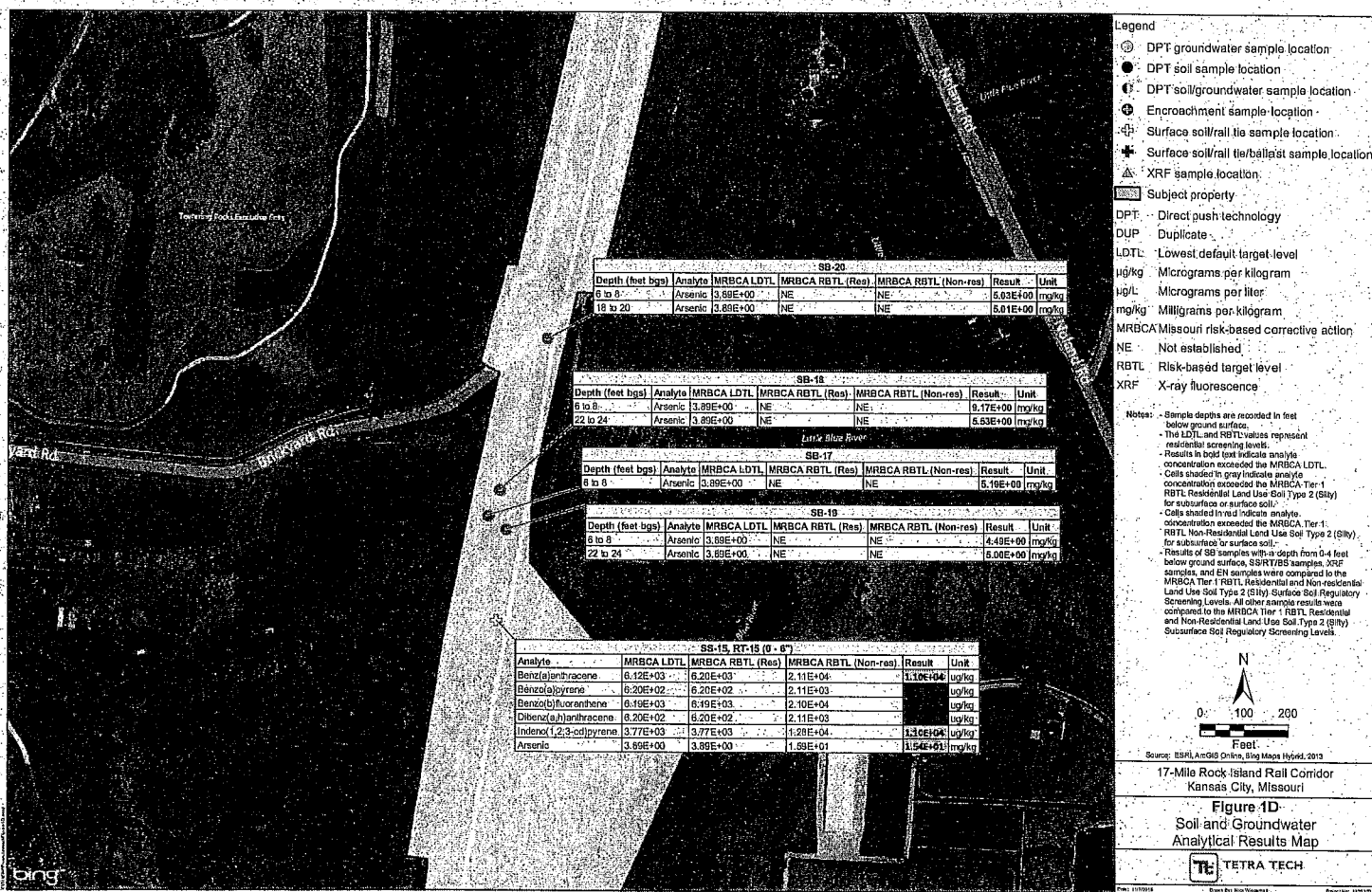
17-Mile Rock Island Rail Corridor
Kansas City, Missouri

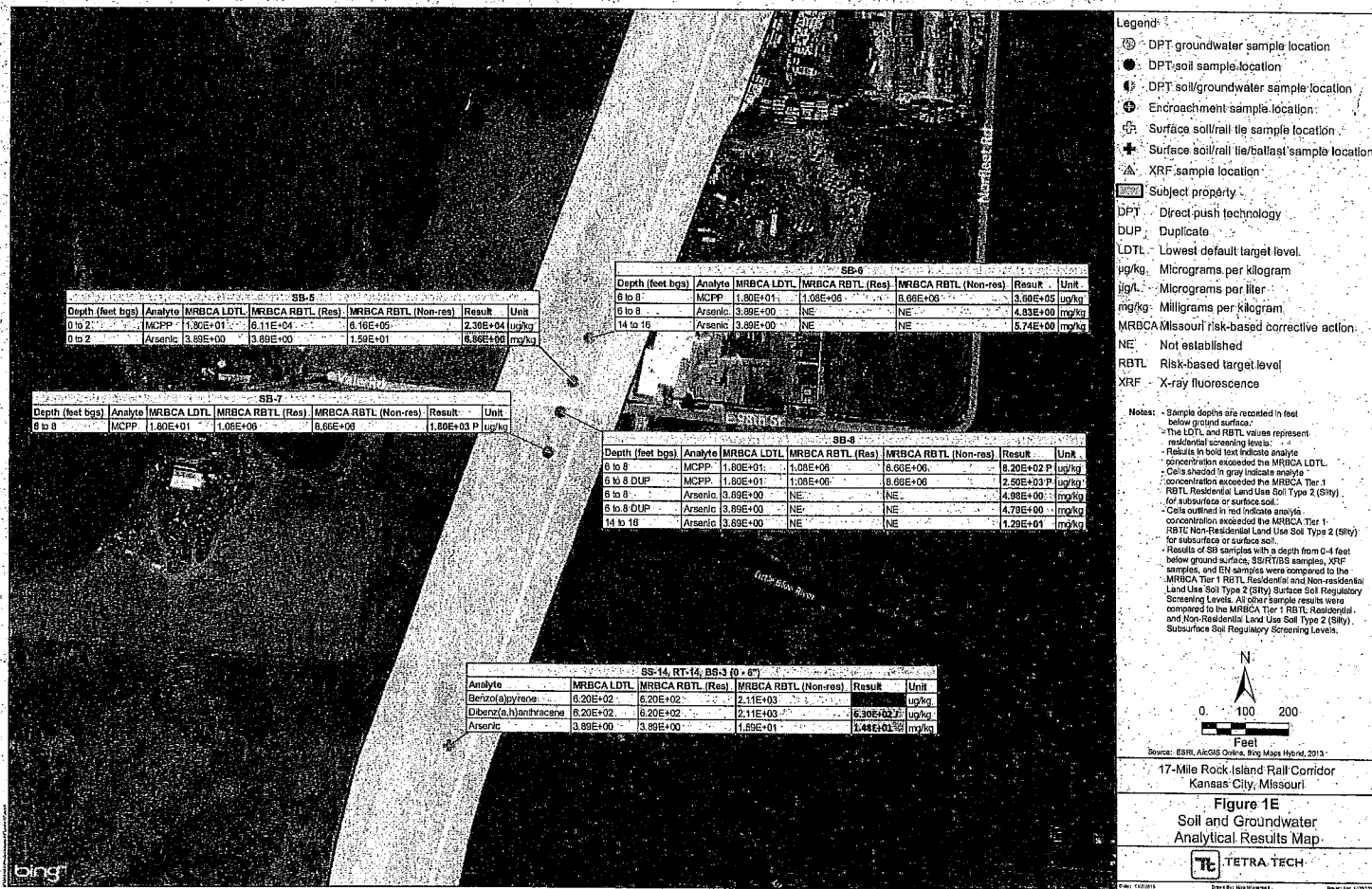
Figure 1B
Soil and Groundwater
Analytical Results Map

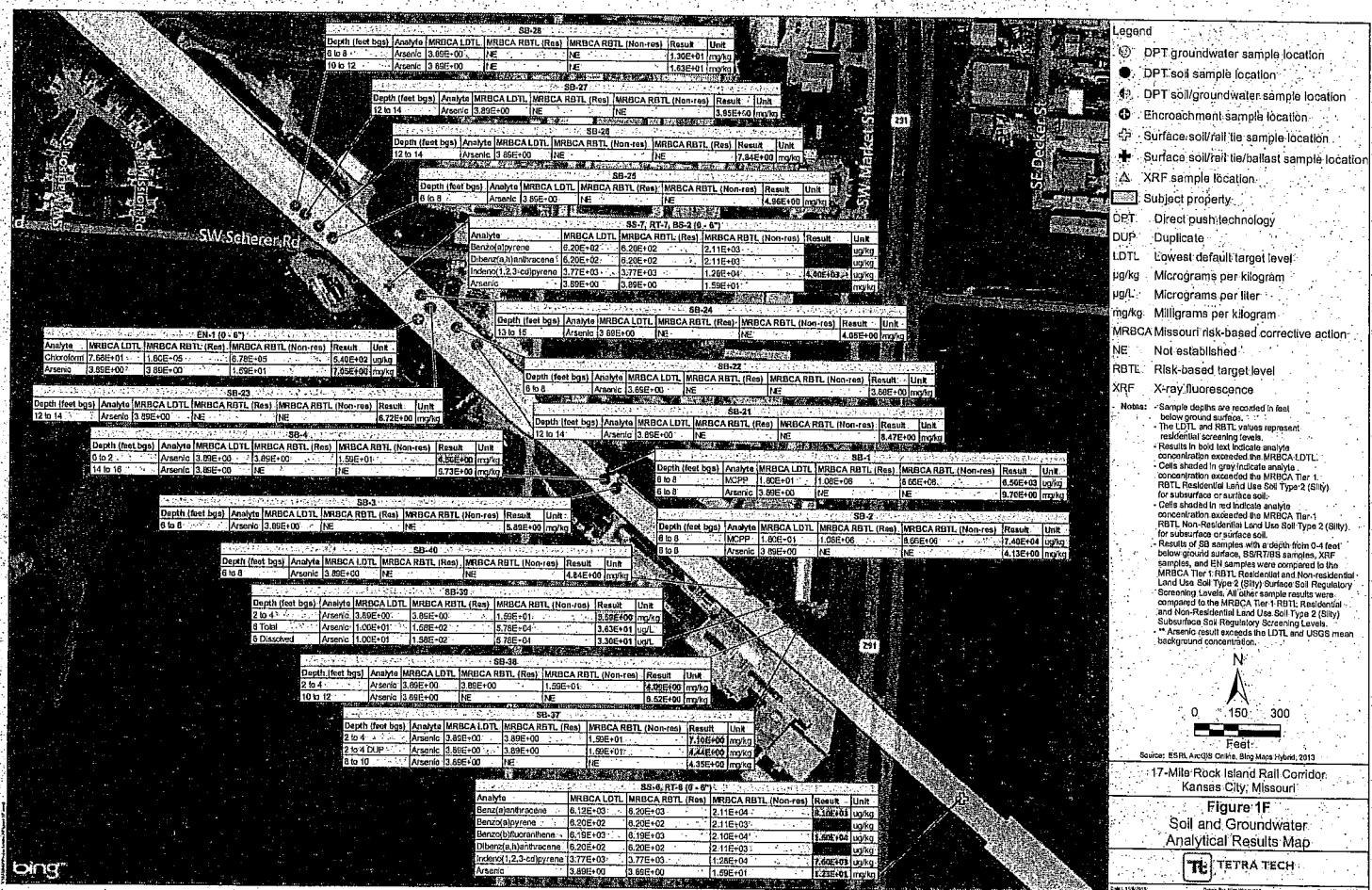
TETRA TECH

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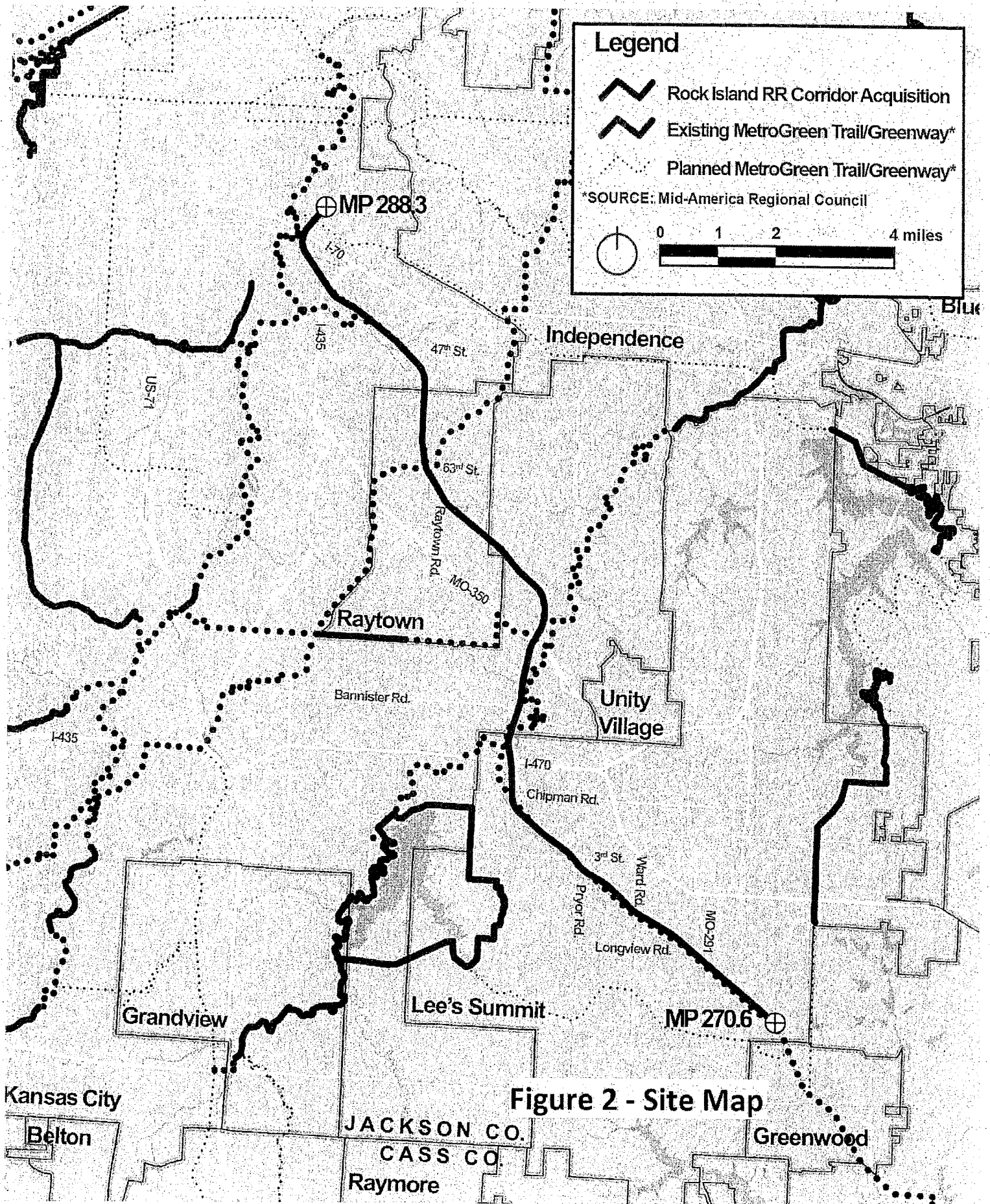


Figure 2 - Site Map

Exhibit B

Legal Description

Union Pacific Railroad Company

Jackson County, Missouri

Exhibit B

All right, title and interest in and to that part of the Wingate to Leeds Branch of the Union Pacific Railroad Company (formerly the Chicago, Rock Island and Pacific Railway Co.), as now located, said part extends northwesterly from a point at milepost 270.6, said point being 530 feet northwesterly, as measured along the centerline of the main track of said Branch, from the South Line of the Northwest Quarter of Section 21, Township 47 North, Range 31 West of the 5th Principal Meridian, to a point at milepost 288.3, said point being 2,066 feet northeasterly, as measured along the main track of said Branch from the South Line of the Northeast Quarter of Section 13, Township 49 North, Range 33 West of the 5th Principal Meridian, said part being situate in, over and across the following legal subdivisions of Jackson County, Missouri:

Subdivision	Section	Township	Range	Meridian
NW 1/4	21	47N	31W	5 th P.M.
NE 1/4	20	47N	31W	5 th P.M.
SE 1/4	17	47N	31W	5 th P.M.
SW 1/4	17	47N	31W	5 th P.M.
SE 1/4	18	47N	31W	5 th P.M.
NE 1/4	18	47N	31W	5 th P.M.
NW 1/4	18	47N	31W	5 th P.M.
SW 1/4	7	47N	31W	5 th P.M.
SE 1/4	12	47N	32W	5 th P.M.
SW 1/4	12	47N	32W	5 th P.M.
NW 1/4	12	47N	32W	5 th P.M.
NE 1/4	11	47N	32W	5 th P.M.
SE 1/4	2	47N	32W	5 th P.M.
SW 1/4	2	47N	32W	5 th P.M.
NW 1/4	2	47N	32W	5 th P.M.
NE 1/4	3	47N	32W	5 th P.M.
SE 1/4	34	48N	32W	5 th P.M.
NE 1/4	34	48N	32W	5 th P.M.
NW 1/4	34	48N	32W	5 th P.M.
SW 1/4	27	48N	32W	5 th P.M.
SE 1/4	27	48N	32W	5 th P.M.
NE 1/4	27	48N	32W	5 th P.M.
SE 1/4	22	48N	32W	5 th P.M.
NE 1/4	22	48N	32W	5 th P.M.
NW 1/4	23	48N	32W	5 th P.M.
SW 1/4	14	48N	32W	5 th P.M.
SE 1/4	15	48N	32W	5 th P.M.
NE 1/4	15	48N	32W	5 th P.M.
NW 1/4	15	48N	32W	5 th P.M.
SW 1/4	10	48N	32W	5 th P.M.
SE 1/4	9	48N	32W	5 th P.M.
NE 1/4	9	48N	32W	5 th P.M.
NW 1/4	9	48N	32W	5 th P.M.
SW 1/4	4	48N	32W	5 th P.M.
SE 1/4	5	48N	32W	5 th P.M.
NE 1/4	5	48N	32W	5 th P.M.
SE 1/4	32	49N	32W	5 th P.M.

NE 1/4	32	49N	32W	5 th P.M.
SE 1/4	29	49N	32W	5 th P.M.
SW 1/4	29	49N	32W	5 th P.M.
NW 1/4	29	49N	32W	5 th P.M.
NE 1/4	30	49N	32W	5 th P.M.
SE 1/4	19	49N	32W	5 th P.M.
SW 1/4	19	49N	32W	5 th P.M.
NW 1/4	19	49N	32W	5 th P.M.
NE 1/4	24	49N	33W	5 th P.M.
SE 1/4	13	49N	33W	5 th P.M.
NE 1/4	13	49N	33W	5 th P.M.

Reserving unto Grantor, its successors and assigns, an easement for railroad and transportation purposes over, through and across a portion of the hereinabove described property, said portion extends northwesterly from a point at milepost 270.6, said point being 530 feet northwesterly, as measured along the centerline of the main track of said Branch, from the South Line of the Northwest Quarter of Section 21, Township 47 North, Range 31 West of the 5th Principal Meridian, to a point on the east right of way line of Missouri Highway No. 291 at milepost 271.65, said point being 1,485 feet northwesterly, as measured along the centerline of the main track of said Branch, from the East Line of the Southwest Quarter of Section 17, Township 47 North, Range 31 West of the 5th Principal Meridian, said portion being situated in, over and across the following legal subdivisions of Jackson County, Missouri:

NW 1/4	21	47N	31W	5 th P.M.
NE 1/4	20	47N	31W	5 th P.M.
SE 1/4	17	47N	31W	5 th P.M.
SW 1/4	17	47N	31W	5 th P.M.

Also reserving unto Grantor, its successors and assigns, an easement for signboard purposes over a portion of the hereinabove described property, said portion being the southwesterly 50 feet of the 175 feet wide railroad right of way located in the Northwest Sixteenth of the Southwest Quarter of Section 19, Township 49 North, Range 32 West, 5th Principal Meridian, Jackson County, Missouri.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.

Folder 0246306
March 30, 2016