



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, KANSAS CITY DISTRICT
635 FEDERAL BUILDING
601 E 12TH STREET
KANSAS CITY MO 64106-2824

August 25, 2015

REPLY TO
ATTENTION OF
Civil Branch

City of Lawrence, Kansas
Attn: Philip Ciesielski
720 W. 3rd Street
PO Box 708
Lawrence, Kansas 66044

Dear Mr. Ciesielski:

I am enclosing one copy of a proposed Easement No. DACW41-2-15-0154 designed to grant the City of Lawrence authority to use, operate and maintain a pump station, water line and electric line on government owned land at Clinton Lake, Kansas.

If the proposed document is satisfactory, please have the appropriate official of your organization date and sign the proposed document. Have another official of your organization complete, date and sign the Certificate of Authority. Please return all completed documents to this office in the enclosed return envelope.

A copy of the executed document will be furnished for your files. If you have any questions, please do not hesitate to call me at 816-389-3012.

Sincerely,

Matt Bosky
Realty Specialist, Civil Branch
Real Estate Division

Enclosure

**DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
CLINTON LAKE
DOUGLAS COUNTY, KANSAS**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **the City of Lawrence**, duly organized and existing under and by virtue of the laws of the State of **Kansas**, with its principal office at **PO Box 708, Lawrence, Kansas, 66044**, hereinafter referred to as the grantee, an easement for the **use, operation and maintenance of a buried water transmission line, a buried electric conduit, and water supply pump house and associated utilities**, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified on EXHIBIT(S) "**A**" and "**B**", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of Twenty Five (25) years, beginning **September 1, 2015**, and ending **August 31, 2040**.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **the City of Lawrence, PO Box 708, Lawrence, Kansas, 66044** and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Kansas City District, 601 East 12th Street, Kansas City, Missouri 64106-2824, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives. Any references to "Operations Manager" shall be interpreted to be the Corps of Engineers Operations Manager, Clinton Lake, Kansas and include his/her duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Kansas City District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as EXHIBIT "C". Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the

restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

24. SPECIAL CONDITIONS

a. Construction is limited to a period of three (3) years beginning **September 1, 2015** and ending **August 31, 2018**. Construction activities are limited to the areas specified on the submitted plans as shown in **Exhibits "A" and "D"**.

b. It is understood and agreed that all construction shall be in accordance with the approved plans and specifications as attached as **Exhibit "D"**, and that said construction shall be completed to the satisfaction of Clinton Lake Operations Manager.

c. The Grantee shall be responsible for refuse collection, commercial and private, as needed to the satisfaction of the Clinton Lake Operation Manager.

d. The Grantee shall, at its expense, resurvey, and repair or replace any Government boundary marker, survey marker, fence, or gate disturbed by the construction, to the satisfaction of the Clinton Lake Operations Manager.

e. The Grantee shall supervise the said Construction and cause it to be inspected at reasonable intervals, and shall immediately repair any erosion or surface damage found therein as a result of such inspection or when requested by said officer to repair any defects and provide additional erosion control methods. Upon completion of the installation of said Construction and the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the Clinton Lake Operations Manager.

f. The Grantee shall provide an Erosion Control/Abatement Plan and/or State/City Land Disturbance Permit for pollution control, and water erosion control, submitted to the Clinton Lake Office before construction operations commence.

g. The Grantee shall leave no dirt, rock, brush, or other debris as a result of construction accomplished under this license, and will leave the surrounding area, including road pavement and parking lot pavement, in the same condition as that in which it existed prior to the commencement of such work, to the satisfaction of Clinton Lake Operations Manager. Such restoration may include, but will not be limited to gravel removal, back filling, grading, **paving/repairs of any damaged roads or parking lots**, seeding and plantings of the area.

h. The Grantee shall perform maintenance of the disturbed area throughout the construction period. This shall include establishment, maintenance, protecting, watering mowing, fertilizing, reseeding, refilling eroded areas, and such other work as may be necessary to establish a permanent grass cover.

i. The Grantee shall restore all disturbed areas as nearly as possible to original condition, including re-vegetation, and restoration of drainage ditches, swales, and creeks to the proper grade. All disturbed areas shall be tilled, limed, seeded, fertilized, mulched and guaranteed re-vegetative grass growth, subject to the approval of the Clinton Lake Operations Manager.

j. The Grantee shall bear the responsibility and cost of providing sediment control and erosion protection devices during construction and until a permanent grass cover is established. The number and/or placement or additional erosion protection devices will be coordinated with the Clinton Lake Project Office. Control protection devices shall be in the form of:

(1) Rip rap, sod, curlex blankets, ditch checks, jute material, geo textiles, angled rock water bars, terraces or other control devices. Sod or excelsior blankets shall be placed and staked/stapled on all slopes of greater than 3 horizontal to 1 vertical, or steeper, and at highly erodible embankment areas and/or disturbed construction areas.

(2) Sediment control fence

(3) Staked Hay bales, (MoDOT std. 806.1) at all downstream ditches along the disturbed construction limits. Staked hay bales shall be maintained and accumulations of silt removed.

k. The right is hereby reserved by the United States to require additional riprap to protect Government property, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

l. The Grantee shall bear the responsibility and cost of removing off site, administering woodcutting program, chipping, or utilizing for wildlife habitat all downed trees and woody vegetation at the option of, and as directed by the Clinton Lake Project Office. Large root masses shall be removed and disposed of as directed.

m. The Grantee shall perform maintenance of the disturbed area throughout the installation and construction period. This shall include establishment, maintenance, protecting, watering mowing, fertilizing, reseeding, refilling eroded areas, and such other work as may be necessary to establish a permanent grass cover.

n. That it is understood and agreed that upon completion of the subject improvements, a representative of Clinton Lake Project Office shall be in attendance at the final inspection. Upon completion of construction and final inspection, the grantee shall provide as-built drawings and descriptions.

o. This Easement supersedes Easement No. DACW41-2-03-0210, which was granted to the City of Lawrence on May 4, 2003 for the operation and maintenance of a buried water transmission line and a buried electric conduit.

p. In the event this easement is renewed by a similar instrument, then numbered Condition No. 22 hereof will not be applicable.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

KEVIN L. BISHOP
Real Estate Contracting Officer
Real Estate Division

THIS EASEMENT is also executed by the grantee this _____ day of _____, _____.

CITY OF LAWRENCE

BY: _____

PRINT: _____

TITLE: _____

NOTE: The Certificate of Authority must be signed by the appropriate official, other than the person executing the easement:

CERTIFICATE OF AUTHORITY

I _____ (name) certify that I am the _____
(title) of the **City of Lawrence**, that _____ (signator of outgrant) who signed
the foregoing instrument on behalf of the grantee was then _____ (title of signator
of outgrant) of the **City of Lawrence**. I further certify that the said officer was acting within the
scope of powers delegated to this governing body of the grantee in executing said instrument.

City of Lawrence

Date: _____

Clerk or Appropriate Official

(AFFIX SEAL)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

BEFORE ME, a Notary Public in and for Jackson County, personally appeared **Mr. Kevin L. Bishop**, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

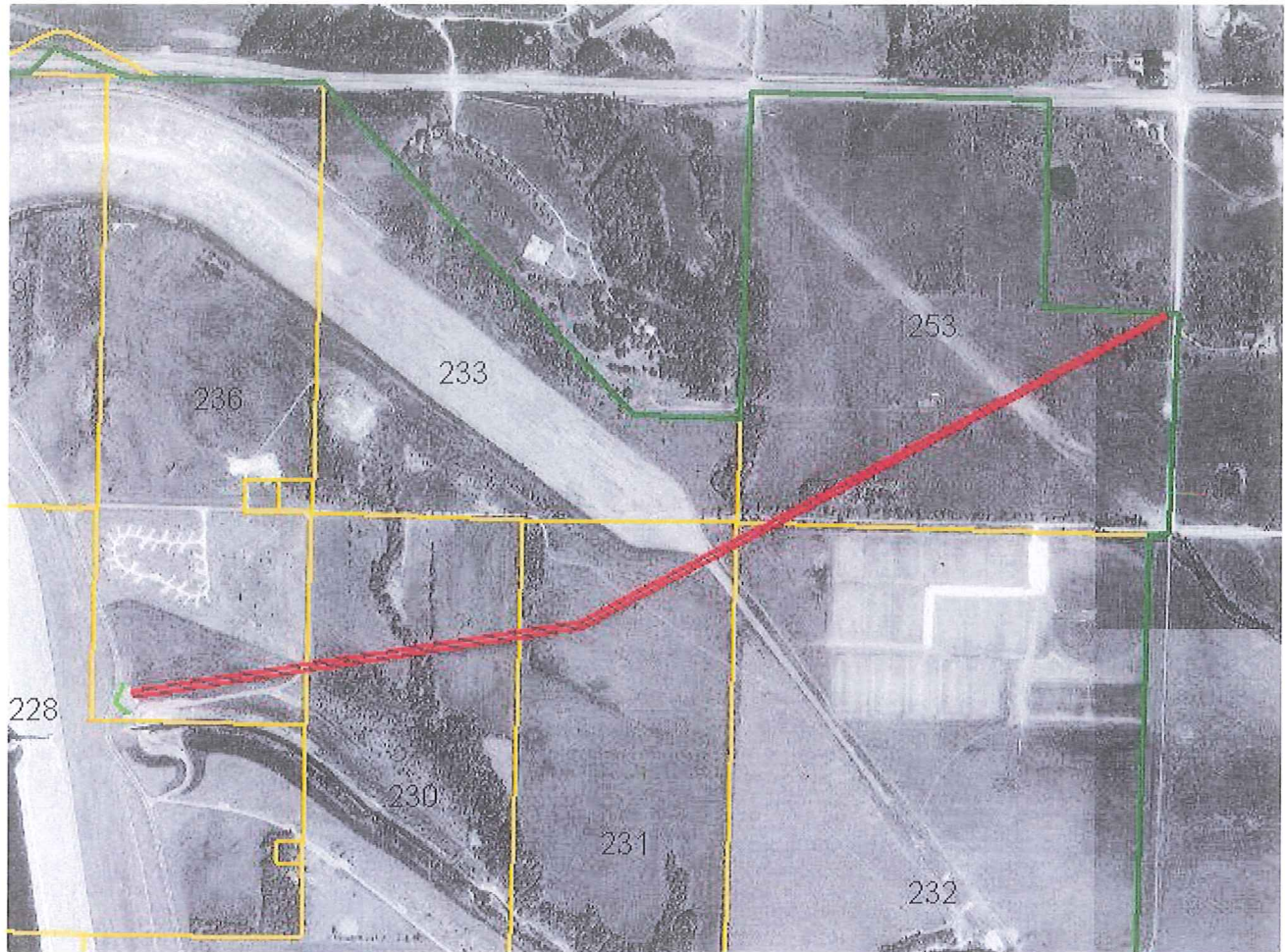
GIVEN under my hand and seal, this _____ day of _____, _____.

NOTARY PUBLIC

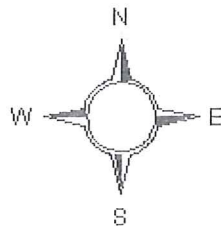
(Seal)

My commission expires on the _____ day of _____, _____.

CLINTON LAKE



0.3 0 0.3 0.6 Miles



LEGEND

-  Easement
-  Easement
-  Buried Electrical Contuit
-  Corp Boundaries
-  RealEstate Tracts

CLINTON LAKE, KANSAS
EASEMENT NO. DACW41-2-15-0154
CITY OF LAWRENCE
Operation and Maintenance of a buried
water transmission line, buried electric
conduit and pump station
TRACT NOS. 230, 231, 232, 236 AND 253
S-8 & 9, T-13s, R-19E; 5.2 acres
Douglas County, Kansas

EXHIBIT "A"



E 902 Rd

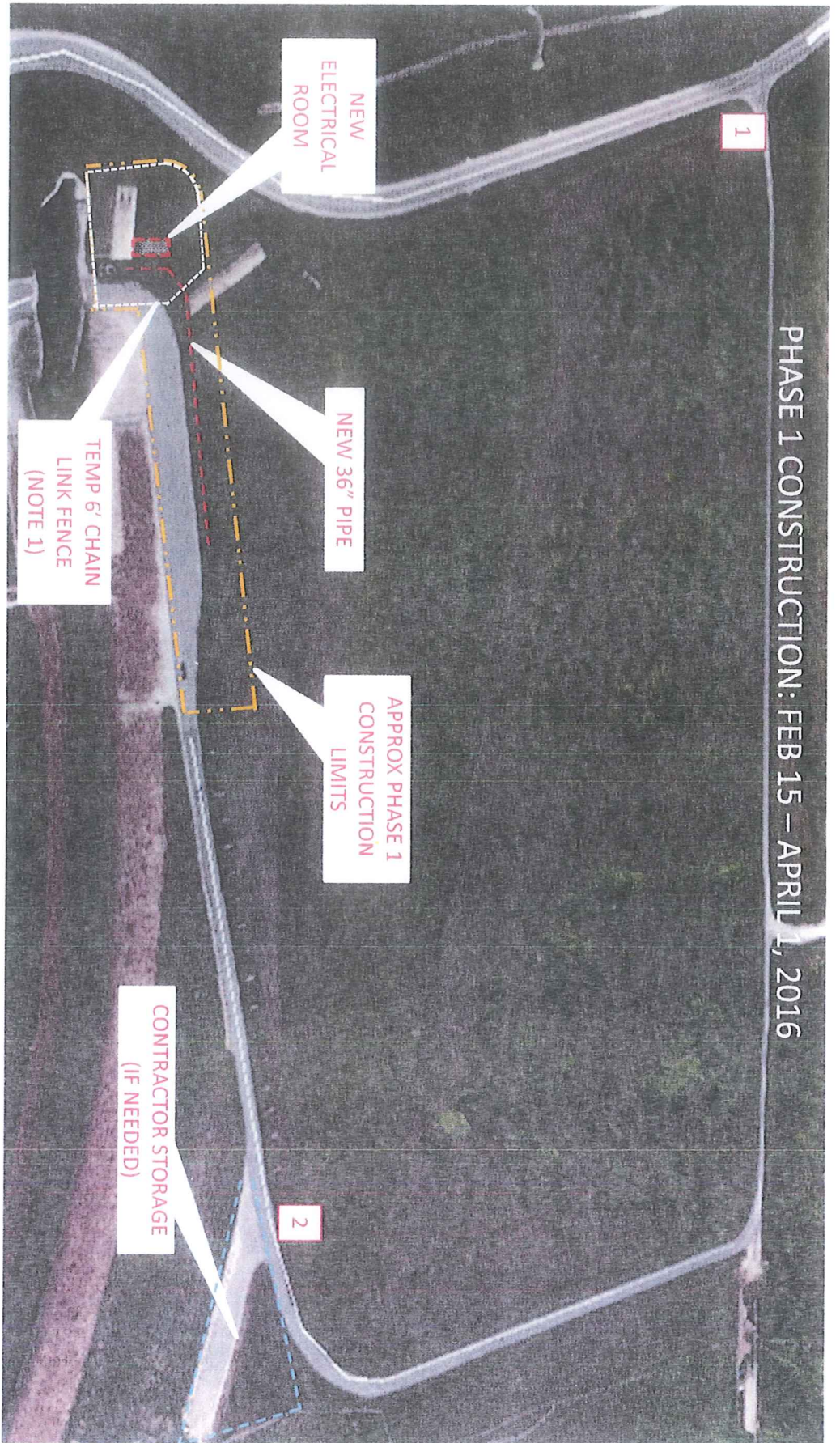
Permanent Easement

Temporary Construction License

© 2015 Google

©2010 Google

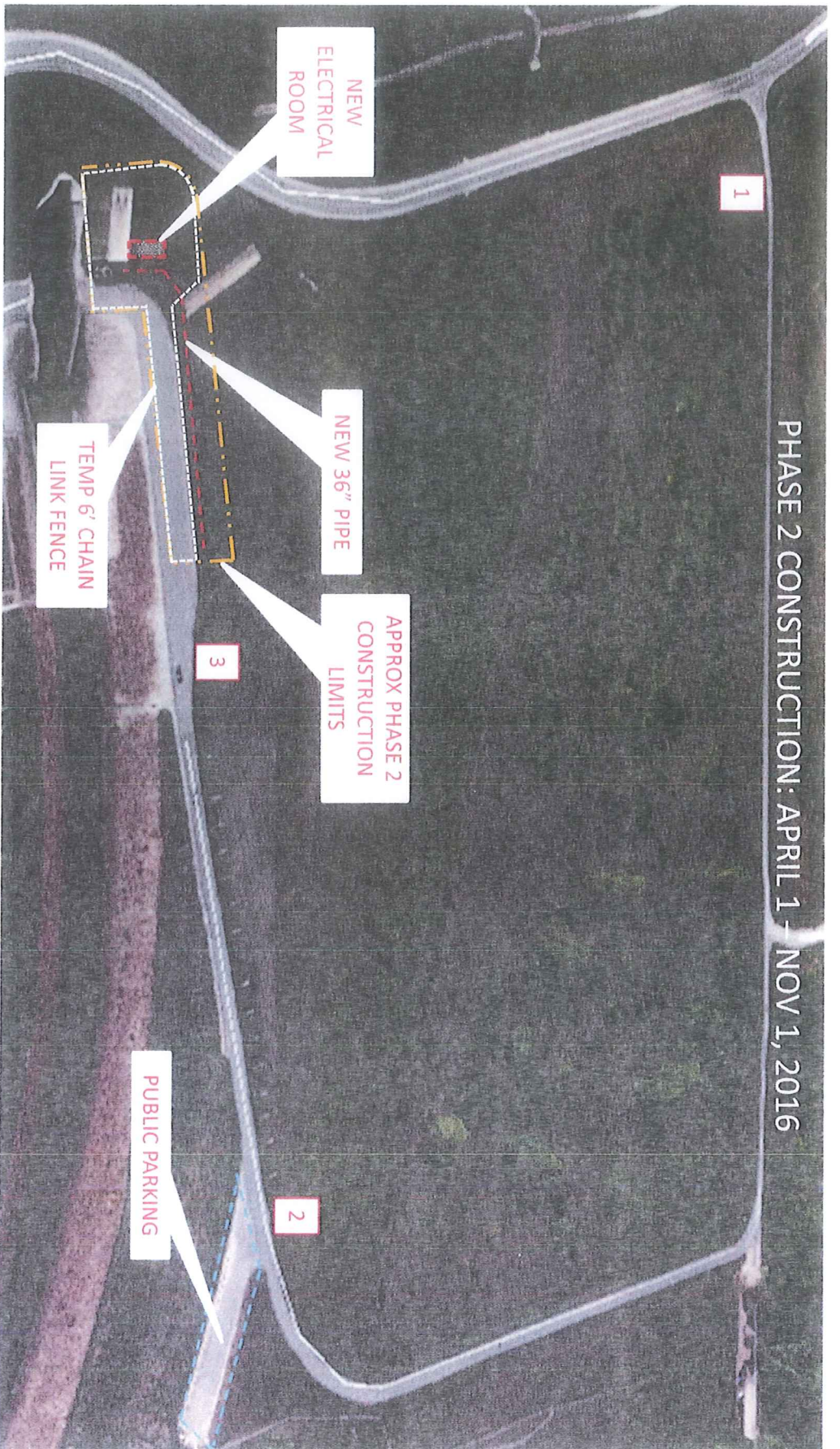
PHASE 1 CONSTRUCTION: FEB 15 – APRIL 1, 2016



NOTES:

1. MINIMUM LIMITS OF FENCE SHOWN. FENCE AREA TO BE EXPANDED TO THE EAST BY CONTRACTOR AS NEEDED WITHIN CONSTRUCTION LIMITS.

PHASE 2 CONSTRUCTION: APRIL 1 - NOV 1, 2016



PHASE 2 CONSTRUCTION SIGNS:

- 1 - LIMITED PUBLIC ACCESS TO NORTH OUTLET AREA APRIL 1, 2016 TO NOV 1, 2016 DUE TO CONSTRUCTION. PARKING AVAILABLE EAST OF THE OUTLET AREA. DOG PARK, TRAILS AND SOUTH OUTLET AREA OPEN (LOCATE SIGN APPROX 50' FROM ROAD)
- 2 - PUBLIC PARKING FOR NORTH OUTLET AREA APRIL 1, 2016 TO NOV 1, 2016 (WITH ARROW POINTING TO SOUTH)
- 3 - NO PUBLIC PARKING IN THIS AREA. ACCESS TO OUTLET ALONG SOUTH SIDE OF FENCE

Easement No. DACW41-2-15-0154
Legal Description
Tract No(s) 230, 231, 232, 236 and 253

Buried water transmission

A strip of land 30 feet in width lying within the US Government Reservation, Clinton lake, situated in the S½ of Section 8 and the W½ of Section 9, Township 13 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, lying 10 feet on the left side and 20 feet on the right side of the following described line, being that part of the following described strip of land lying southerly of the north line of the S½NW¼ of Section 9:

Commencing at the northeast corner of said W½ of Section 9; thence westerly along the north line of said Section 9 to a line parallel with and 28 feet west of the east line of said W½ of Section 9, thence southerly along said line, 1315.6 feet to the point of beginning of the line herein described; thence continuing on the last described course, 31.8 feet; thence with an angle of 59°49' to the right, 4108.6 feet; thence with an angle of 19°08' to the right, 2799.23 feet; thence with an angle of 44°52'33" to the left, 42.19 feet; thence with an angle of 44°59'42" to the left, 17.67 feet, containing 4.81 acres, more or less.

Buried Electric Conduit

A strip of land 20 feet in width lying within the U.S. Government Reservation, Clinton Lake, situated in the NE¼SW¼ of Section 8, Township 13 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, lying 10 feet on each side of the following described line:

Commencing at the northeast corner of the W½ of Section 9, said township and range; thence westerly along the north line of said Section 9 to a line parallel with and 28 feet west of the east line of said W½ of Section 9; thence southerly along said line, 1347.4 feet; thence with an angle of 59°49' to the right, 4108.6 feet; thence with an angle of 19°08' to the right, 2799.23 feet; thence with an angle of 44°52'33" to the left, 42.19 feet; thence with an angle of 18°08'50" to the left, 26.40 feet to the point of beginning of the line herein described; thence with an angle of 122°05'13" to the right from the last described course, 116.51 feet; thence with an angle of 54°30' to the right, 123 feet to the southwest corner of an existing concrete pad, containing 0.11 acres, more or less.

Pumping Plant

A strip of land lying within the U.S. Government Reservation, Clinton Lake, situated in Section 8, Township 13 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, as shown in Exhibit A, containing 0.28 acres, more or less.

**Checklist P - Preliminary Assessment Screening (PAS)
Determinations**

INSTRUCTIONS:

1. Both new grants and renewals may require a PAS. A renewal is defined as making the same area available again for the same purpose, whether or not to the same grantee.

2. The PAS determines if a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) notice is required with a transfer of Government real property.
 - a. A license is not a transfer of real property and requires no PAS.
 - b. A PAS may be prepared however, for any outgrant, if desired.
 - c. A PAS may be desirable for licenses with contamination potential.
 - d. A PAS will be prepared for a license authorizing construction in advance of granting an easement or deed.
 - e An "exit" PAS will be prepared with the termination of any outgrant that had a beginning PAS.
 - f A PAS is not required for Consents to Easement.
 - g A PAS is required for all leases, including agricultural leases, and easements.
 - h A PAS is required for all disposals of land and buildings.
 - i A PAS is not required for hay sales.
 - j A PAS is required for sales of standing timber, embedded sand and gravel.

3. Each reviewing element of the District having records indicating that the CERCLA "threshold" quantity of hazardous substances has been exceeded on the property being transferred should search its files and the PAS should state the results of the searches.

PRELIMINARY ASSESSMENT SCREENING

Applicant: City of Lawrence Department of Utilities

Lake and Tract(s) #: Clinton Lake Tract 238

Proposed Real Property Transaction:

- lease
- easement
- permit
- deed
- other
- sale of building to [name]:

Nature of the Action: New Easement - City of Lawrence Department of Utilities for Pumping Plant and Pumping Plant Expansion

Term: 25 years

Property Description: Previous disturbed ground from construction of dam, roads, and outlet works. No trees, currently grass slope.

PAS RECORDS SEARCH:

Records searches were performed in Project, District Office Operations Division, and District Office Real Estate files for any records of historical hazardous substance(s) activity on the site.

Project Files

Date Searched: 7/6/2015

Searched by (print name): Sue Gehrt

[x] The search did not reveal any evidence of hazardous substance release, storage, or disposal exceeding CERCLA* thresholds.

[] The search or other reason prompted an on-site survey, attached.

Signed By:

Title:

Date:

Operations Division Files

Date Searched: 7/9/2015

Searched by (print name): Julie A. Mueller

[X] The search did not reveal any evidence of hazardous substance release, storage, or disposal exceeding CERCLA* thresholds.

[] The search or other reason prompted an on-site survey, attached.

Signed By: Julie A. Mueller

Title: Natural Resource Management Specialist

Date: 7/9/2015

Real Estate Division Files

Date Searched: 7/30/15

Searched by (print name): Matt Bosky

[X] The search did not reveal any evidence of hazardous substance release, storage, or disposal exceeding CERCLA* thresholds.

[] The search or other reason prompted an on-site survey, attached.

Signed By: Matt Bosky

Title: Realty Specialist

Date: 7/30/15

Records Search Conclusion:

PAS indicates neither necessity to provide notice under CERCLA nor any environmental conditions to affect the proposed real property transaction.

PAS indicates a positive finding that requires further investigation and reporting.

PAS ON-SITE INSPECTION

A site inspection is only required if the records search indicates further need for investigation. Site inspections should also be done for PAS whenever there is knowledge or strong suspicion of CERCLA threshold violations.

1. Location and nature of proposed real property transaction:
2. Describe what prompted on-site inspection. [e.g. record search, corporate knowledge, verbal reports, grantee's use potential for contamination, general advisability.

On-site screening instructions

Check for each category. Explain briefly in "Narrative" section below when something other than "None" is checked. State the distance if "Nearby" is checked and describe whether there is a known or potential pathway for onsite contamination. Attach a tract map and/or definitive drawing of the real estate property covered by this survey.

Categories:

Dumps, especially with drums, containers (Read labels if possible; do not open or handle! If no labels, note identifying characteristics.

- Onsite
- Nearby
- None

Other debris: household, farm, industrial waste.

- Onsite
- Nearby
- None

Fills: possible cover for dumps.

- Onsite
- Nearby
- None

Unusual chemical odors.

- Onsite
- Nearby
- None

Storage tanks: petroleum products, pesticides, etc.

- Onsite
- Nearby
- None

Buildings: chemical storage, equipment repair, solvents.

- Onsite
- Nearby
- None

EXHIBIT C

Vegetation different from surrounding for no apparent reason e.g. bare ground.

- Onsite
- Nearby
- None

"Sterile" or modified water bodies.

- Onsite
- Nearby
- None

Oil seeps, stained ground, discolored stream banks.

- Onsite
- Nearby
- None

Oil slicks on water, unusual colors in water.

- Onsite
- Nearby
- None

Spray operation base: airstrip, equipment, parking area.

- Onsite
- Nearby
- None

Machinery repair areas, note type of repair performed.

- Onsite
- Nearby
- None

Pipelines: major electrical equipment.

- Onsite
- Nearby
- None

Oiled or formerly oiled roads.

- Onsite
- Nearby
- None

Electric transmission lines: pole mounted transformers, pad mounted transformers, evidence of leakage.

- Onsite
- Nearby
- None

Narrative Comments:

Prepared By: Sue Gehrt

Title: Operations Project Manager

Date: 7/7/2015

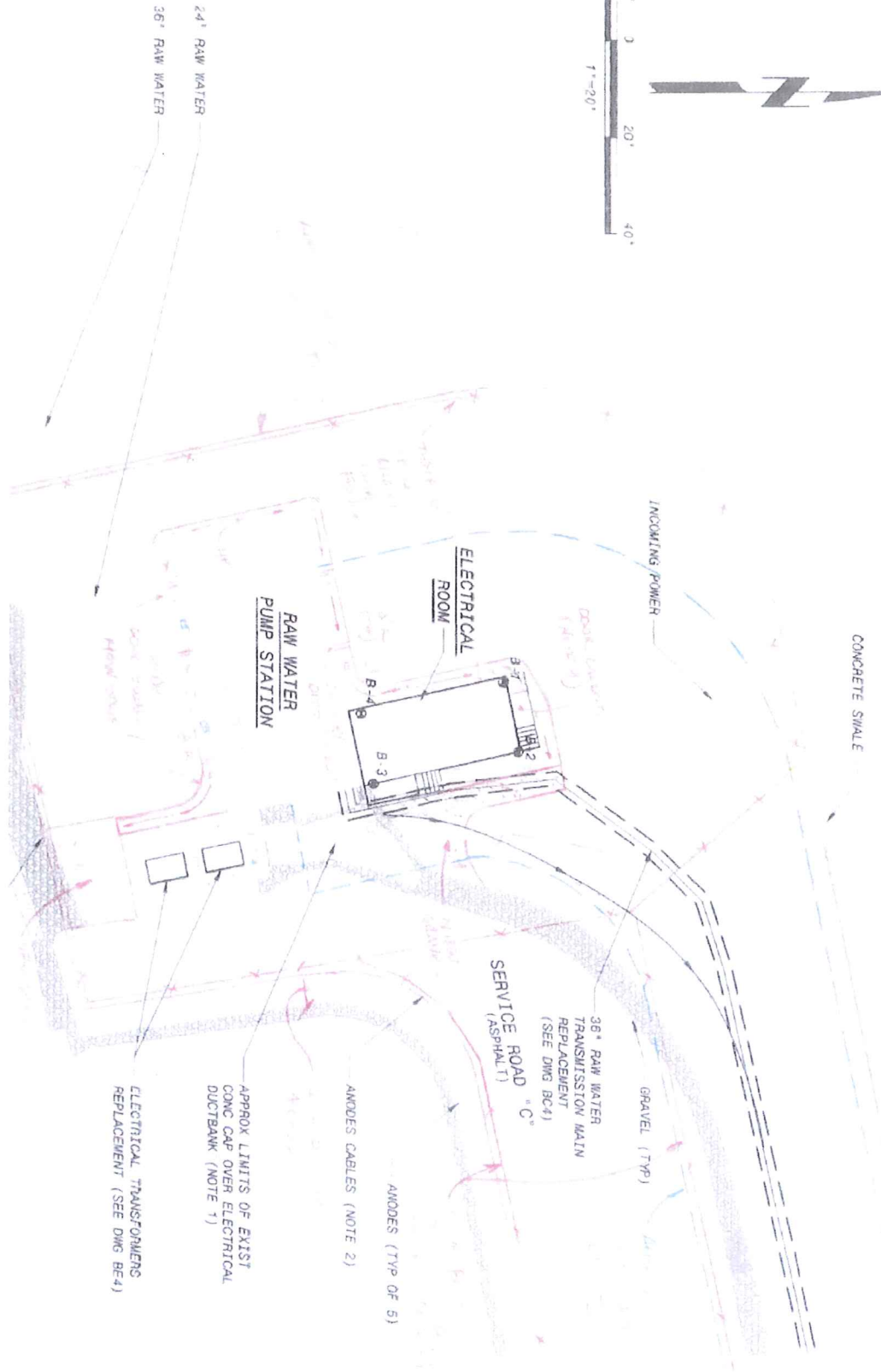
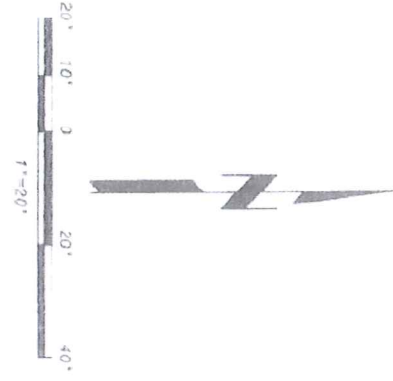
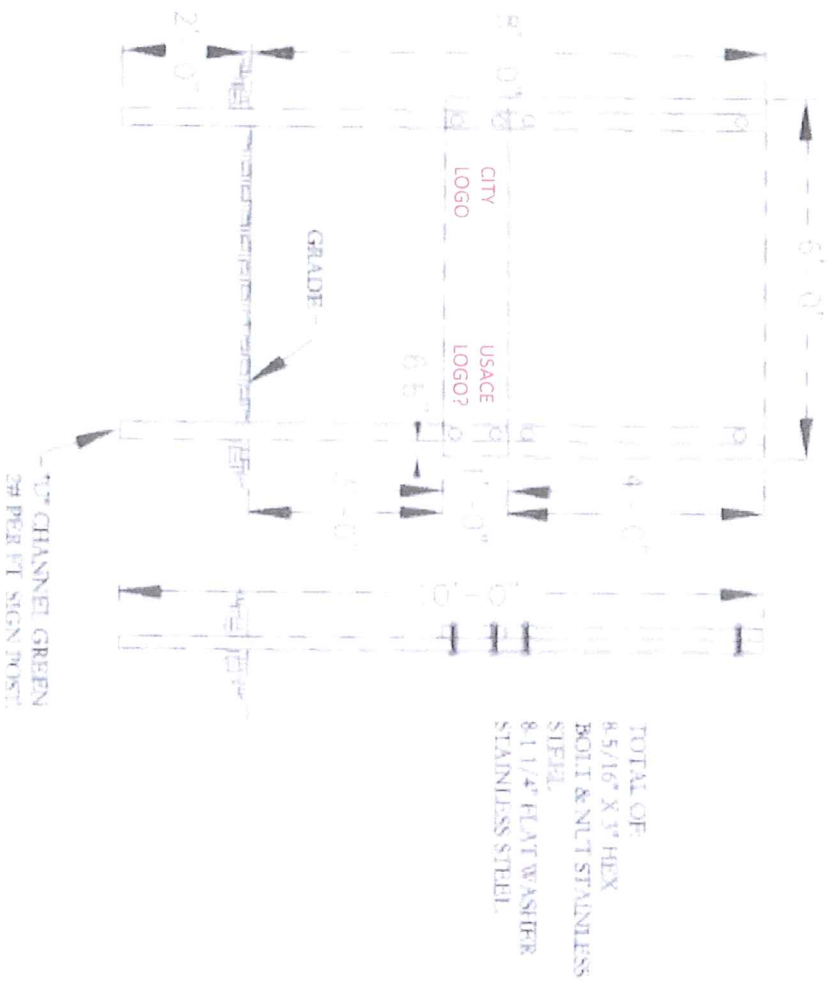


EXHIBIT D

PROJECT SIGN – CONSTRUCTION DETAIL EXAMPLE

- SIGN MATERIAL TO BE WHITE CORRUGATED PLASTIC ~10 MM THICK MANUFACTURED BY COROPLAST, OR EQUAL
- 2" HIGH MIN. BLOCK BLACK LETTERS (FILL 4' X 6' AREA)



PHASE 1 CONSTRUCTION SIGNS:

1

CITY OF LAWRENCE DEPARTMENT OF UTILITIES
CLINTON WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS
NORTH OUTLET AREA CLOSED FEB. 15, 2016 TO APRIL 1, 2016. DOG PARK, TRAILS, AND SOUTH OUTLET AREA REMAIN OPEN.
(LOCATE SIGN APPROX 50' FROM ROAD)

2

CITY OF LAWRENCE DEPARTMENT OF UTILITIES
CLINTON WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS
NORTH OUTLET AREA CLOSED FEB. 15, 2016 TO APRIL 1, 2016. CONSTRUCTION TRAFFIC ONLY

PHASE 2 CONSTRUCTION SIGNS:

1

CITY OF LAWRENCE DEPARTMENT OF UTILITIES
CLINTON WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS
LIMITED PUBLIC ACCESS TO NORTH OUTLET AREA APRIL 1, 2016 TO NOV 1, 2016 DUE TO CONSTRUCTION. PARKING
AVAILABLE EAST OF THE OUTLET AREA. DOG PARK, TRAILS AND SOUTH OUTLET AREA OPEN (LOCATE SIGN APPROX 50'
FROM ROAD)

2

CITY OF LAWRENCE DEPARTMENT OF UTILITIES
CLINTON WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS
PUBLIC PARKING FOR NORTH OUTLET AREA APRIL 1, 2016 TO NOV 1, 2016 (WITH ARROW POINTING TO SOUTH)

3

CITY OF LAWRENCE DEPARTMENT OF UTILITIES
CLINTON WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS
NO PUBLIC PARKING IN THIS AREA. ACCESS TO OUTLET ALONG SOUTH SIDE OF FENCE