



APPLICATION FORM ADEQ Brownfield Program

Instructions: Please type or print clearly. Pages may be added for any additional information where space is limited.

Applicant Information

Applicant Name: City of Jonesboro

Applicant Business: _____

Mailing Address: P.O. Box 1845/ 300 S. Church St.

City: Jonesboro State: AR Zip: 72403-1845 County: Craighead

Contact Name (if different than Applicant Name): Kimberly Marshall

Telephone: 870-336-7229 Fax: 870-933-4626

E-mail: kmarshall@jonesboro.org

Property / Facility Information

Property / Facility Name: St. Louis Southwestern Railway/ Union Pacific Railroad Roundhouse

Street Address: 102 S. Church Street

City: Jonesboro State: AR Zip: 72401 County: Craighead

Property Size (acres): approx. 4.0 acres

Latitude: 35 Degrees 50 Minutes 34 N Seconds

Longitude: -90 Degrees 42 Minutes 12W Seconds

Location of Property / Facility: This property lies off the intersection of S. Church Street and Cate Avenue and abuts against the UP railroad tracks. Associated Engineering is directly west of the Roundhouse and the property is on the last address on South Church St. at the northern end of the street.

Legal Description of Property / Facility: Please see attach documentation

Are there any storage tanks located at this property? unknown

If YES, please complete the information requested below:

- | | |
|-----------------------------|--|
| 1. Owner's name: _____ | 5. Capacity: _____ |
| 2. Facility name: _____ | 6. Substance stored: _____ |
| 3. Number of tanks: _____ | 7. Status of tank(s) ("in use" or "not in use"): _____ |
| 4. Date(s) installed: _____ | |

Previous Involvement with Property and Planned Usage

Has the applicant been actively involved as owner/operator of the facility at any time? yes

If YES, in what capacity? discussing purchasing or leasing the site with UPRR

Did the applicant generate any hazardous substances disposed of at the facility? unknown

Did the applicant transport any hazardous substances disposed of at the facility? unknown

Did the applicant have any business associations with previous owner/operators of the facility? unknown

If YES, please describe: _____

What is the intended use for this property? to be revitalized and available for future developments

Has a site assessment (Phase I or Phase II) been completed on this property? no

If YES, please provide dates: _____

Historic Uses of the Property

1886 – 2000 The railroads utilized the roundhouses for repairing and maintaining their steam and gas engines until the mid-1970s. After the 1970, it was no longer used for maintenance or repairs but for storage.

2000-2005 The Roundhouse was leased to a meat distributor who made the structural changes that are present currently.

2006 – present The Roundhouse and the site has been vacant and parts of the property are storage for UPRR.

Ownership History (If Known)

1880 – 1901 Kansas City, Fort Scott & Memphis Railway leased lands to St. Louis & San Francisco Railway until June 24, 2000. Over the years railroad purchased the companies and Union Pacific has become owner.

1985 – present Union Pacific Railroad has owned the lands and structures.

Waste Types (If Known)

e.g., chemicals used at the site or waste produced at the site

Possible petroleum, coal ash, and arsenic to name a few.

Regulatory Involvement (If Known)

Has the facility ever held an environmental permit (e.g., hazardous or solid waste, air, water)? Was there any enforcement or investigation activity?

No known permits for this area

Schedule of Events

Letter of Intent to set forth the applicant's desire to purchase the property and retain their eligibility for participation in the Arkansas Voluntary Cleanup Program (Date): no

Property acquisition schedule (list of activities and dates): no definite plans have been made.

Tentative Comprehensive Site Assessment start date: unknown

Certification of Truthfulness

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision according to a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information in this application, the information submitted is to the best of my knowledge and belief true, accurate, and complete.

Signature

Date

Mayor

Title

City of Jonesboro

Corporation Name

Please Return This Form To:

Arkansas Department of Environmental Quality
Hazardous Waste Division, Brownfield Program
5301 Northshore Drive
N. Little Rock, AR 72118-5317

For More Information, Please Contact:

ADEQ Brownfield Coordinator
Terry Sligh
Phone: (501) 682-0867
E-mail: brownfields@adeq.state.ar.us

This Indenture, dated the twenty-third day of August, in the year of our Lord one thousand and nine hundred and one, between the Kansas City, Fort Scott and Memphis Railway Company, hereinafter called the lessor, of the first part, and St. Louis and San Francisco Railroad Company, hereinafter called the lessee, of the second part.

Whereas the lessor has been duly organized under the laws of the State of Kansas, and owns and operates lines of railroad in said State and in the States of Missouri and Arkansas and in the Indian Territory; and

Whereas the lessee has been duly organized under the laws of the State of Missouri and owns and operates a system of railroads in said State and in the States of Kansas and Arkansas and in the Territory of Oklahoma and the Indian Territory; and

Whereas the lines of railroad of the lessor and of the lessee connect and form by direct connection, a continuous line of road; and

Whereas the lessee desires to obtain the exclusive use of said lines of railway of the lessor, and also desires to obtain the right to the exclusive use of lines of railroad hereafter constructed by the lessor or acquired by it, and

Whereas by indenture of mortgage and deed of trust bearing date the twenty-third day of August, 1901, made between the lessor, of the first part, and The Mercantile Trust Company, of the City of New York, and William H. Thompson, as trustees, of the second part, and delivered prior to the delivery hereof, the lessor mortgaged and conveyed in trust to said Trustees the lines of railway of the lessor therein and hereinafter more particularly described, to secure an issue by the lessor of its bonds, known as the refunding bonds of the lessor, limited to the principal amount of \$60,000,000 at any one time outstanding, maturing October 1, 1936, bearing interest from the first day of October, 1901, at the rate of not exceeding four per cent, per annum, and both principal and interest payable in United States gold coin of or equal to the present standard of weight and fineness, and free of tax; and

Whereas, under said mortgage and deed of trust, refunding bonds to the face amount of \$11,650,000 may be presently issued, refunding bonds to the face amount of \$31,025,770 are reserved for exchange against the same face amount of existing bonds on the system of the lessor; refunding bonds to the face amount of \$3,000,000 are reserved for use for the purposes of such refunding of said indebtedness upon the system of the lessor; refunding bonds to the face amount of \$5,000,000 are reserved for issue for improvements, betterments and new equipment at the cumulative rate of \$600,000 per annum, and the residue of the refunding bonds as well as any bonds not used or required for refunding purposes are reserved for issue for additional lines and extensions at the rate of not exceeding \$22,500 per mile thereof;

Now, Therefore, This Indenture Witnesseth: First, The lessor, for and in consideration of the covenants and agreements hereinafter contained on the part of the lessee to be observed, kept and performed, hath let, leased and demised, and by these presents doth let, lease and demise unto the lessee, its successors and assigns, the following lines of railroad:

(a) A line of railroad constructed and to be constructed extending from Oswego in Labette County, Kansas, in a general northeasterly and easterly direction by way of Sherman and Mineral, Kansas, to a connection with the line of railroad next hereinafter described, at Jacques Junction, Kansas;

(b) A line of Railroad extending from Kansas City, Missouri, in a general southerly direction by way of Fort Scott, Washburn, Columbus and Baxter Springs, Kansas, and Miami, Indian Territory, to Afton, in the Indian Territory;

(c) A line of railroad commencing at a point on the aforesaid line of railroad described in the preceding subdivision (b), at Washburn, Crawford County, Kansas, and extending thence in a general southeasterly, southerly and southwesterly direction by way of Arcadia, Pittsburg and Parsons, Kansas, to Cherryvale, in Montgomery County, Kansas;

(d) A line of railroad commencing at the western City limits of the City of Springfield, Missouri, and extending thence in a general southeasterly direction by way of Willow Springs, Missouri, Mammoth Springs and Hoxie, Arkansas, to a point in Crittenden County, Arkansas, known as Bridge Junction, and to West Memphis on the West side of the Mississippi River and opposite the city of Memphis Tennessee, and thence to and in said city of Memphis;

(e) A line of railroad commencing at Baxter Springs, Kansas, on the aforesaid line described in subdivision (b), and extending thence in a general easterly direction by way of Galena and Joplin to Webb City, Jasper County, Missouri;

(f) A line of railroad extending from Mackie, Kansas, on the aforesaid line described in subdivision (b), in a general easterly and northeasterly direction by way of Weir City to a connection with said line described in subdivision (e), at or near the boundary between Crawford and Cherokee Counties, Kansas;

(g) A line of railroad extending from a point on said line described in subdivision (b), at Linton, Linn County, Kansas, in a general easterly direction by way of Rich Hill, Missouri, to Carbon Center, Vernon County, Missouri;

(h) A line of railroad extending from Greenfield, Dade County, Missouri, in a general southerly direction, through South Greenfield, Missouri, and thence by way of Mt. Vernon to Aurora, Lawrence County, Missouri;

(i) A line of railroad extending from Willshaw Springs, Howell County, Missouri, in a general easterly direction to Grandin, in Carter County, Missouri;

(j) A line of Railroad extending from Deckerville, Poinsett County, Arkansas, in a general northeasterly direction by way of Osceola, to Luxora, Mississippi County, Arkansas;

(k) A line of railroad extending from a point on the line described in subdivision (e) hereof, near Joplin, thence extending in a general northeasterly direction to Duenweg, in Jasper County, Missouri;

And all other lines of railroad owned at the time of the execution and delivery of this indenture by the lessor and the right, title and interest of the lessor in and to any other lines of railroad in which the lessor, by lease, trackage agreement, or operating contract now has any right, title or interest;

All telegraph and telephone lines, including poles, wires, batteries and other appurtenances, telegraph instruments, telephone and other instruments; and all the rights of way, station depot and terminal grounds, and all other lands and interests in lands, appertaining or to appertain to said lines of railroad and each of them; and all tunnels,

roadbeds, sidings, bridges, piers, abutments, trestles, viaducts, culverts, tracks, rails, ties, switches, turntables, superstructures, fences, stations, warehouses, elevators, water stations, and all other buildings, erections, fixtures, appliances and facilities, now owned or hereafter to be acquired by the lessor, or hereafter added to said railroads, or any of them; and all rolling stock and equipment of every description, including locomotives, cars and vehicles of every kind, now owned or possessed, or which may hereafter during the term, be acquired by the lessor; and all tools, implements and machinery, instruments, furniture, safe, books, accounts, maps, field notes, surveys and charts, and all materials and supplies of every character which may be used or intended to be used, in or about the construction, completion, equipment, or operation of said railroads or any of them;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the lessor of, in and to the same and every part and parcel thereof, with the appurtenances;

To have and to hold unto the lessee, its successors and assigns, from the date hereof until the twelfth day of June, in the year 2000.

Subject, however, as to the property embraced therein respectively, or by the terms of such mortgages or deed of trust to become subject thereto, to the lien thereon of the refunding mortgage of the lessor and of the mortgages and deeds of trust upon the demised premises underlying said refunding mortgage described;

The lessee, its successors and assigns, yielding and paying therefor the sums hereinafter specified, and keeping and performing all and singular the covenants and agreements hereinafter set forth to be by the lessee observed, kept and performed.*

Second, the lessor doth further let, lease and demise unto the lessee, its successors and assigns, all lines of railroad which shall hereafter, at the request of the lessee, in accordance with the provisions hereinafter contained, be constructed or acquired by the lessor, including all lines of railroad owned by companies the stock of which has been or may be pledged under the refunding mortgage of the lessor and which may hereafter at any time during the term become vested in the lessor by consolidation, merger, sale or in any other manner;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the lessor of, in and to the same and every part and parcel thereof, with the appurtenances.

To have and to hold the same unto the lessee, its successors and assigns, from the date of such construction or acquisition until said twelfth day of June, in the year 2000; subject, however, as aforesaid, and to any liens thereon existing or created at the time of such acquisition;

The lessee, its successors and assigns, yielding and paying therefor the sums hereinafter specified, and keeping and performing all and singular the covenants and agreements hereinafter set forth to be by the lessee observed, kept and performed.

Third, The lessor doth further irrevocably authorize the lessee throughout the term of this lease, to exercise in respect of the stocks owned by the lessor, of other railroad companies, and whether or not pledged or assigned under the refunding mortgage of the lessor, all rights, powers and discretions which the lessor as such owner might or could exercise, and to exercise such rights, powers and discretions in the name of the lessor, or in the name of the lessee; the lessor hereby irrevocably constituting the lessee, during the term of this lease, its lawful attorney, with full power of substitution and revocation, in the name and stead of the lessor to execute and deliver all such instruments, proxies and powers as may, in the judgment of the lessee, be necessary or proper, and the lessor ratifies and confirms all action which the lessee or any substitute may take or cause to be taken by virtue hereof.

The lessor doth further irrevocably authorize the lessee throughout the terms of this lease, to collect in the name of the lessor or otherwise, and to retain for its own uses, the interest on the bonds or other indebtedness from time to time during the term held by the lessor, or to which the lessor may be or during the term become in any manner entitled, and the dividends on all stocks from time to time during the term held by the lessor or to which the lessor may be in any manner entitled, and the lessor will, at the request of the lessee, collect and forthwith pay over to the lessee all such interest and dividends.

Fourth, The lessee, in consideration of the premises, accepts, under the provisions hereof, the premises and property hereby demised for the term hereby granted, and covenants to and with the lessor to pay yearly and every year during the term hereby granted by way of rental therefor;

(a) all taxes that may be imposed, assessed or levied upon the lessor or upon the demised premises and property or any part thereof, as the same shall become due and payable;

(b) the premiums of insurance upon the buildings, rolling stock and equipment demised;

(c) such sum, not exceeding twenty-five hundred dollars per annum, as the lessor shall by resolution of its Board of Directors certify to be requisite for the maintenance of its corporate organization, the salaries of its necessary officers, the compensation of its Board of Directors, and for other expenses of administration, including the expenses of the registration and transfer of its securities;