



W2210633

E# 2210633 PG 1 OF 21
DOUG CROFTS, WEBER COUNTY RECORDER
26-SEP-06 212 PM FEE \$150.00 DEP JPH
REC FOR: PATTON BOGGS

ENVIRONMENTAL COVENANT

WHEN RECORDED MAIL TO:

Carolyn L. McIntosh
Patton Boggs LLP
1660 Lincoln Street, Suite 1900
Denver, CO 80264

RECEIVED

JUL 31 2006

DEQ
Environmental Response & Remediation

With copies to:

Executive Director
Utah Department of Environmental Quality
168 North 1950 West
P.O. Box 144840
Salt Lake City, UT 84114-4840

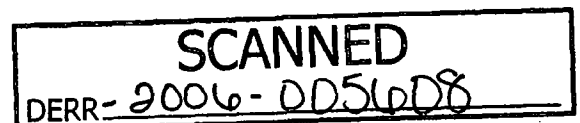
And:

Union Pacific Railroad Company
1400 Douglas Street, STOP 1690
Omaha, Nebraska 68179
ATTN: Tony K. Love
General Manager – Real Estate

And:

Union Pacific Railroad Company
1400 Douglas Street, STOP 1580
Omaha, Nebraska 68179
ATTN: Christine M. Smith
Real Estate Counsel

This Environmental Covenant is entered into by Union Pacific Railroad Company, a Delaware corporation, with an address of 1400 Douglas Street, Omaha, Nebraska 68179 ("Owner" or "Union Pacific" herein), and the Utah Department of Environmental Quality, ("UDEQ") pursuant to the Uniform Environmental Covenants Act (Utah Code Ann. §§ 57-25-101 *et seq.*) for the purpose of subjecting the Property described in paragraph 2, below, to the activity and use limitations set forth herein.



Notice ("Notice") is hereby given to all potential and subsequent owners, operators, and any person or entity that may hereafter acquire an interest in the Property, that the Property is part of the Ogden Rail Yard Site and is or may be contaminated with hazardous materials as described below, that the Property is subject to remediation under: 1) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, et seq.) ("CERCLA"), pursuant to a Consent Decree for Remedial Design/Remedial Action ("Consent Decree") between the United States of America and Union Pacific Railroad Company, Civil Action No. 1:06CV00115 and 2) Utah State laws. Institutional Controls must be imposed to mitigate the risk to the public health, safety and/or the environment from the following contamination:

Chlorinated volatile organic compounds ("CVOCs") and light nonaqueous phase liquids ("LNAPLs") in two (2) groundwater zones and dense nonaqueous phase hydrocarbon liquids ("DNAPL") in soils, surface water, and groundwater in, around, or under the 21st Street Pond, all as shown in **Attachment C**. Specifically, the two groundwater zones impacted by CVOCs and LNAPLs are identified as: North Plume and South Plume. Depth to groundwater in the area of the North Plume is between six (6) feet to eighteen (18) feet below ground surface ("bgs"). Depth to groundwater in the South Plume is between six (6) feet to eleven (11) feet bgs. The zone of DNAPL has been identified below groundwater in subsurface soils at general depths ranging from 12 to 25 feet bgs.

Following a remedial investigation conducted by Union Pacific and overseen by the U.S. Environmental Protection Agency ("EPA") under CERCLA protocol, a baseline risk assessment was conducted by the EPA (Region 8). The risk assessment concluded that impacted groundwater would pose a substantial risk from direct ingestion of water and/or inhalation of VOCs released from water, if it were ever used for drinking or other indoor purposes. Direct human contact with the DNAPL contamination in subsurface soils and capped sediments in the SE corner of the 21st Street pond may also present an adverse exposure risk.

The risk is driven mainly by the following contaminants found in the subsurface soil and groundwater: acetone, arsenic, antimony, benzene, benzo(a)pyrene, ethylbenzene, 1,2-dichloroethene, 2-methylnaphthalene, naphthalene, trichloroethene, 1,2,3-trichloropropane, and vinyl chloride.

Additional information regarding contamination on the Property is available for review at the public document repository for the Property, CERCLA-8-99-12, at (i) Weber County Library, 2464 Jefferson Ave., Ogden, UT 84401; (ii) the EPA Superfund Record Center, located at 999 18th Street, 5th Floor, Denver, CO; and (iii) the UDEQ, Division of Environmental Response and Remediation, 168 North 1950 West, Salt Lake City, UT 84114-4840.

Now therefore, Owner and UDEQ agree to the following:

1. **ENVIRONMENTAL COVENANT.** This instrument is an environmental covenant developed and executed pursuant to Utah Code Ann. §§ 57-25-101 et seq.

2. **PROPERTY.** This Environmental Covenant concerns real property known as the Ogden Rail Yard, owned by Union Pacific Railroad Company, located at Ogden City, in Weber County, Utah, and more particularly described in **Attachment A** and shown in **Attachment B**, both of which are attached hereto and hereby incorporated by reference herein ("Property").

3. **OWNER.** Union Pacific Railroad Company, a Delaware corporation, which is located at 1400 Douglas Street, Omaha, Nebraska 68179 is the owner of the Property.

4. **HOLDER.** Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. **ACTIVITY AND USE LIMITATIONS.** As part of the Consent Decree, Owner hereby imposes and agrees to comply with the following activity and use limitations on the Property:

- a. **Prohibition on Use of Groundwater.** Use of groundwater for any purpose, including the installation of wells, except as consistent with the Consent Decree for implementation or monitoring of remediation activities, as provided herein, is prohibited.
- b. **Health and Safety Plan Required.** Excavations to depths below four (4) feet where impacted soil may be encountered and production or de-watering of any potentially contaminated groundwater must be conducted under an appropriate Health and Safety Plan that includes provisions for worker protection, work area monitoring, appropriate testing, and appropriate disposal of contaminated soil and groundwater removed from the excavation. Any such excavations must not directly or indirectly impact the engineered remedial controls implemented by Union Pacific as required under the Consent Decree by EPA. All excavations shall comply fully with 29 CFR Part 1926 OSHA Subpart P Excavations and Trenches requirements.
- c. **Produced Water Management Plan.** Any use of the Property that will or may result in dewatering, pumping or other production of groundwater is prohibited unless the successor in interest of Union Pacific has first submitted a Produced Water Management Plan to Union Pacific for submittal to **UDEQ** and obtained **approval from UDEQ** through Union Pacific. UDEQ may charge a fee for this review. Produced water must be managed consistent with the approved Produced Water Management Plan and in compliance with all pertinent federal and state environmental laws. Discharge of produced

water on adjacent property owned by Union Pacific is prohibited, unless expressly approved by Union Pacific in writing prior to the discharge. Management of produced water in a manner that expands the area of contamination on, under or near the Property is also prohibited.

- d. Soil Management Plan. Any use of the Property that will or may result in drill cuttings, excavation or other production of soil at depths below four (4) feet is prohibited unless the successor in interest of Union Pacific has first submitted a Soil Management Plan to Union Pacific for submittal to **UDEQ** and obtained **approval from UDEQ** through Union Pacific. UDEQ may charge a fee for this review. Soil must be managed consistent with the approved Soil Management Plan and in compliance with all pertinent federal and state environmental laws. Deposit or disposal of potentially contaminated soil on adjacent property owned by Union Pacific is prohibited, unless approved by Union Pacific and consistent with the approved Soil Management Plan and in compliance with all pertinent federal and state environmental laws. Management of soil in a manner that expands the area of contamination on, under or near the Property is also prohibited.
- e. Interference with Remedy Prohibited. Any use of the Property, including management or disposal of produced water or soil, in any manner that may interfere with or adversely affect the implementation, integrity, or protectiveness of remediation activities required under CERCLA and the Consent Decree by the EPA is prohibited.
- f. Restrictions Do Not Apply to Remediation. The use restrictions do not apply to excavation, drilling, or other activities performed to implement activities required under CERCLA and the Consent Decree by the EPA.
- g. Notice and Approval. For purposes of paragraphs c. and d. of this Section 5, the proposed Produced Water Management Plan and the proposed Soil Management Plan shall be given to the following Union Pacific representative and Union Pacific will, upon its approval or modification thereof, seek approval from UDEQ:

Union Pacific Railroad Company
 c/o Mr. Gary L. Honeyman
 Manager of Environmental Site Remediation
 221 Hodgeman
 Laramie, WY 82072
 Phone: 307-745-6532
 Mobile Phone: 307-760-0117
 Fax: 307-745-3042
 Email: glhoneym@up.com

6. SUBSEQUENT PROPERTY INTEREST OWNER OBLIGATIONS. In addition to the above restrictions, any person or entity that may hereafter acquire an interest in the Property has the following continuous, affirmative obligations to EPA, UDEQ, and Union Pacific, without prior notification or arrangement:

- a. To provide EPA, UDEQ, Union Pacific, and their representatives, and contractors, irrevocable, permanent, and continuing right of access at all reasonable times to the Property as necessary for implementation or enforcement of this Environmental Covenant and for any purpose related to the Consent Decree including but not limited to:
 - i. Monitoring the Work;
 - ii. Verifying any data or information submitted to the United States or the UDEQ;
 - iii. Conducting investigations relating to contamination at or near the Remedial Action Area;
 - iv. Obtaining samples;
 - v. Assessing the need for, planning, or implementing additional response actions at or near the Remedial Action Area;
 - vi. Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plan;
 - vii. Implementing the Work pursuant to the conditions set forth in Paragraph 89 of the Consent Decree;
 - viii. Assessing Union Pacific's compliance with the Consent Decree;
 - ix. Determining whether the Remedial Action Area or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to the Consent Decree;
 - x. Conducting remediation activities required under CERCLA and the Consent Decree by the EPA or under Utah law by UDEQ.
- b. To comply with the activity and use limitations set forth in Paragraph 5 to the extent they are applicable to the Property and do not violate any federal or state regulations or rules concerning maintenance and conditions of the Property.

7. FACILITATION OF REMEDIAL ACTIONS. EPA, UDEQ, and Union Pacific shall have an irrevocable, permanent and continuing right of access at all

reasonable times to the Property, without prior notification or arrangement with any successor in interest of Union Pacific, for purposes of:

- a. Conducting remediation activities required under CERCLA and the Consent Decree by the EPA or under Utah law by UDEQ.
- b. Constructing, inspecting, maintaining, repairing, operating, closing, or removing any remediation component or equipment including but not limited to monitoring wells or treatment equipment on the Property required under CERCLA and the Consent Decree by the EPA or under Utah law by UDEQ.
- c. Verifying any data or information submitted to Union Pacific, EPA and/or UDEQ;
- d. Verifying that no action is being taken on the Property in violation of the terms of this Notice, any agreement between Union Pacific and EPA and/or UDEQ, any approved Produced Water Management Plan or Soil Management Plan, or any federal or state environmental laws or regulations;
- e. Monitoring remediation and post-remediation activities under CERCLA and the Consent Decree or Utah law, on the Property and conducting investigations relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils, as authorized or required by any federal or state environmental laws or regulations and specifically, without limitation, obtaining split or duplicate samples; and
- f. Conducting the activities set forth in paragraph 6 above.

8. SAFETY REQUIREMENTS. The Property is located in an operating railroad yard and is proximate to railroad tracks. Any person or entity that may hereafter acquire an interest in the Property, including their representatives and contractors, shall notify Union Pacific at least 24 hours in advance of proposed performance of any work or inspection in which any person or equipment will be within 25 feet of any railroad track, or will be near enough to any railroad track that any equipment extension will reach to within 25 feet of any railroad track. Upon receipt of such notice, Union Pacific's Railroad Representative will determine and inform the notifying person whether flagmen need to be present and whether any special protective or safety measures are required. At all times while on Union Pacific's property, all such persons, their representatives and contractors, and any person or entity that may hereafter acquire an interest in the Property, shall comply with FRA safety regulations and Union Pacific's safety requirements.

9. RUNNING WITH THE LAND. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Utah Code Ann. § 57-25-105,

subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental 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, easement holders, and/or lessees.

10. COMPLIANCE ENFORCEMENT. Compliance with this Environmental Covenant may be enforced pursuant to Utah Code Ann. § 57-25-111. In addition to the persons entitled to enforce this Environmental Covenant under Utah Code Ann. § 57-25-111, the EPA may also enforce this Environmental Covenant. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any person shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict Owner, the UDEQ, or EPA from exercising any authority under applicable law.

11. RIGHTS OF ACCESS. Owner hereby grants to the EPA, its agents, contractors, and employees, UDEQ, its agents, contractors, and employees, the right of access to the Property for activities related to the Consent Decree including but not limited to the activities set forth in paragraph 6 and 7 above and implementation or enforcement of this Environmental Covenant.

12. 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 Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER ON _____, 200_, IN [DOCUMENT _____, or BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:
[Insert the language from Paragraph 5, herein, exactly as it appears in the Environmental Covenant.]

Owner shall notify the EPA and the UDEQ of each conveyance of an interest in any portion of the Property for the time period and in the manner required by Paragraph 9.b. of the Consent Decree.

13. REPRESENTATIONS AND WARRANTIES. Owner hereby represents and warrants to the UDEQ:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is *free and clear, but portions of which may be subject to easement or other encumbrance;*
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- D. that this Environmental 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.

14. AMENDMENT OR TERMINATION. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner and a Transferee and the UDEQ,¹ and the EPA pursuant to Utah Code Ann. § 57-25-110 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Executive Director of the Department of Environmental Quality, the EPA, and the Owner or Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Weber County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to the EPA, the UDEQ, and the City of Ogden.

15. SEVERABILITY. If any provision of this Environmental 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.

16. GOVERNING LAW. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

17. RECORDATION. Within thirty (30) days of the Effective Date of the

¹ See Utah Code Ann § 57-35-104 (2) (e), which allow for "limitations on amendment or termination."

Consent Decree and consistent with Paragraph 9.a., thereunder, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Weber County Recorder's Office.

18. EFFECTIVE DATE. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Weber County Recorder.

19. DISTRIBUTION OF ENVIRONMENTAL COVENANT. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the EPA; the UDEQ; and the City of Ogden.

20. NOTICE. Unless otherwise notified in writing by or on behalf of the current owner or UDEQ, any document or communication required by this Environmental Covenant shall be submitted to:

Ogden Rail Yard Superfund Site Project Manager
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
168 North 1950 West
P.O. Box 144840
Salt Lake City, Utah 84114-4840

Erna Waterman
Remedial Project Manager
U. S. EPA Region 8
Mail Code 8EPR-SA
999 18th Street, Suite 300
Denver, CO 80202

John Patterson
Chief Administration Officer
City of Ogden
2549 Washington Blvd. Suite 913
Ogden, UT 84401

And

Mr. Gary L. Honeyman
Union Pacific Railroad Company
Manager of Environmental Site Remediation
221 Hodgeman
Laramie, WY 82072
Phone: 307-745-6532

Mobile Phone: 307-760-0117
Fax: 307-745-3042
Email: glhoney@up.com

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

UNION PACIFIC RAILROAD COMPANY

Attest: C. J. Meyer
Assistant Secretary

(Seal)

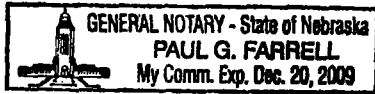
By: Tony K. Love
Tony K. Love
Title: ~~General Manager - Real Estate~~
Assistant Vice President - Real Estate


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of July, 2006, before me,
Paul G. Farrell, a Notary Public in and for said County and State,
personally appeared Tony K. Love and Cindy J. Meyer
who are the ANP - Real Estate and the Assistant
Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation,
and who are personally known to me (or proved to me on the basis of satisfactory
evidence) to be the persons whose names are subscribed to in the within instrument,
and acknowledged to me that they executed the same in their authorized capacities,

and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public

My Commission expires: 12/20/09

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

Dianne R. Nielson, Executive Director of the Utah Department of Environmental Quality, or his/her designated representative, hereby approves the foregoing Institutional Controls pursuant to Utah Code Section 19-10-103.

Dianne R. Nielson
Executive Director,
Utah Department of Environmental Quality

STATE OF UTAH)
) ss.
County of Salt Lake)

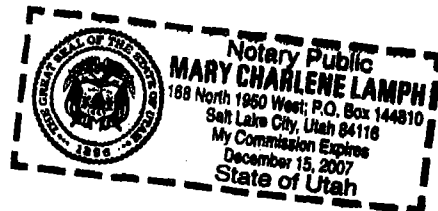
Subscribed and sworn to and acknowledged before me this 2nd day of August, 2006, by Dianne R. Nielson, Executive Director of the Utah Department of Environmental Quality, or his/her designated representative.

Mary Charlene Lamph
Notary Public, residing at:
Salt Lake City

My Commission expires: December 15, 2007

This instrument prepared by:

Carolyn L. McIntosh
Patton Boggs LLP
1660 Lincoln Street
Suite 1900
Denver, CO 80264
Ph: 303-894-6127
cmcintosh@pattonboggs.com



ATTACHMENT A

**LEGAL DESCRIPTION OF THE PROPERTY THAT IS
SUBJECT TO INSTITUTIONAL CONTROLS**

RAIL YARD DESCRIPTION

BEING A PART OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF A PARCEL OWNED BY WEBER COUNTY SAID CORNER BEING S.1°05'21"W.(S.0°45'W.), 41.25 FEET FROM THE WEBER COUNTY MONUMENT REFERENCING THE EAST QUARTER CORNER OF SAID SECTION 30, AND RUNNING THENCE ALONG THE SAID WEBER COUNTY PROPERTY THE FOLLOWING FIVE COURSES; 1) S.89°43'21"W., 132.00 FEET; 2) N.1°05'21"E., 41.25 FEET; 3) S.89°43'21"W., 85.50 FEET; 4) N.0°47'21"E., 574.41 FEET; 5) N.88°41'39"W., 402.81 FEET, TO THE SOUTHEAST CORNER OF THE STUART P. DOBBS PROPERTY; THENCE, N.0°47'21"E., 66.00 FEET, TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE N.88°41'39"W., 75.00 FEET, TO THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT ALSO BEING THE EASTERLY LINE OF THE SAID WEBER COUNTY PROPERTY; THENCE N.0°47'21"E., ALONG SAID WEBER COUNTY PROPERTY, 168.89 FEET, TO THE CENTERLINE OF VACATED 21ST STREET; THENCE S.88°41'39"E., ALONG SAID CENTERLINE, 39.96 FEET; THENCE N.1°18'21"E., 49.50 FEET, TO THE NORTH LINE OF SAID VACATED 21ST STREET; THENCE N.88°41'39"W., ALONG SAID NORTH LINE, 823.72' FEET; THENCE ALONG THE NORTHERLY LINE OF THE OGDEN CITY CORP. PROPERTY THE FOLLOWING TWO COURSES; 1) S.71°50'21"W., 1068.50 FEET; 2) S.81°40'10"W., 186.61 FEET, MORE OR LESS TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 30; THENCE N.1°46'21"E., ALONG SAID WEST LINE, 138.21 FEET, TO THE SOUTH LINE OF AN OGDEN CITY PARCEL; THENCE ALONG THE OGDEN CITY PROPERTY THE FOLLOWING TWO COURSES; 1) N.71°49'21"E., 125.02 FEET; 2) N.52°39'39"W., 15.04 FEET, TO A POINT 62.5 FEET NORTHERLY FROM THE CENTERLINE OF THE TRACKS OF THE D. & R.G. RY. LINE THENCE NORTHEASTERLY PARALLEL TO AND 62.5 FEET NORTHERLY FROM THE CENTERLINE OF SAID TRACKS, N.71°30'44"E., 545.08 FEET, TO THE SCOLAR COMPANY PROPERTY; THENCE ALONG SAID PROPERTY THE FOLLOWING FOUR COURSES; 1) N.71°50'21"E., 423.78 FEET; 2) S.18°08'52"E., 38.00 FEET; 3) N.71°51'08"E., 754.05 FEET; 4) N.0°47'40"E., 40.18 FEET; THENCE N.0°47'40"E. 161.17 FEET; THENCE N.76°53'53"E., 265.75 FEET; THENCE S.87°33'08"E., 118.90 FEET; THENCE N.44°02'15"E., 94.32 FEET; THENCE N.35°22'42"E., 135.99 FEET; THENCE N.22°30'13"E., 92.78 FEET; THENCE N.42°46'12"W., 97.20 FEET; THENCE N.3°23'51"W., 269.86 FEET; THENCE S.89°31'39"E., 39.66 FEET, TO A POINT ON THE SOUTH LINE OF PROPERTY DESCRIBED IN QUIT CLAIM DEED DATED MARCH 22, 1921 FROM ANNIE S. WRIGHT TO THE PLAIN CITY IRRIGATION COMPANY, RECORDED IN BOOK 90, PAGE 630 OF DEEDS, RECORD OF WEBER COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHERN PACIFIC TRANSPORTATION CO. PROPERTY; THENCE N.0°45'21"E., 365.68 FEET TO A POINT 50.00 FEET DISTANT WESTERLY, AT RIGHT ANGLES, FROM THE ORIGINAL LOCATED CENTER LINE OF SOUTHERN PACIFIC COMPANY'S MAIN TRACK; THENCE N.71°25'34"E., 100.00 FEET, TO A POINT 50.00 FEET DISTANT EASTERLY FROM SAID MAIN TRACK; THENCE S.18°34'26"E., PARALLEL TO AND 50.00 FEET DISTANT FROM SAID MAIN LINE, 648.95 FEET; THENCE S.25°53'29"E., 185.18 FEET, TO A CURVE TO THE LEFT HAVING A RADIUS OF 1869.86 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 20.46 FEET; THENCE S.33°53'33"W., 88.87 FEET, TO THE SOUTH RIGHT OF WAY OF THE WEST BOUND 21ST STREET EXPRESSWAY; THENCE, ALONG SAID SOUTH LINE THE FOLLOWING SEVEN COURSES; 1) S.82°48'26"E., 359.04 FEET; 2) S.77°46'15"E., 196.63 FEET; 3) S.71°05'05"E., 20.68 FEET; 4) S.1°17'53"W., 9.89 FEET; 5) S.88°42'07"E., 31.13 FEET; 6) S.71°05'05"E., 256.50 FEET; 7) S.80°41'11"E., 456.44 FEET TO THE

WEST LINE OF REEVES AVE.; THENCE, S.1°17'53"W., ALONG SAID WEST LINE, 155.61 FEET, TO THE SOUTH LINE OF RUSHTON STREET; THENCE, S.88°42'07"E., ALONG SAID SOUTH LINE, 132.70 FEET; THENCE, S.1°17'53"W., 213.00 FEET; THENCE, S.88°42'07"W., 215.00 FEET; THENCE, S.1°17'53"W., 150.00 FEET, TO THE NORTH LINE OF THE EAST BOUND 21ST STREET EXPRESSWAY; THENCE ALONG SAID NORTH LINE THE FOLLOWING SEVEN COURSES; 1) N.88°42'07"W., 67.52 FEET; 2) N.79°07'14"W., 268.98 FEET; 3) N.62°50'50"W., 196.21 FEET; 4) N.46°45'01"W., 196.46; 5) N.42°36'30"W., 494.97 FEET; 6) N.64°07'17"W., 113.41 FEET; 7) S.75°36'37"W., 78.85 FEET; THENCE S.75°36'37"W., 22.60 FEET, TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1185.92 FEET; THENCE, ALONG SAID CURVE 29.28 FEET (LONG CHORD BEARS S.74°54'11"W., 29.28 FEET); THENCE S.18°34'26"E., 231.29 FEET; THENCE S.55°42'22"E., 87.71 FEET; THENCE S.48°49'10"E., 615.97, TO THE NORTH LINE OF 21ST STREET; THENCE S.62°20'36"E., 223.04 FEET, TO THE INTERSECTION OF THE WEST LINE OF PACIFIC AVE. AND THE SOUTH LINE OF 21ST STREET; THENCE S.1°18'21"W., ALONG THE SAID WEST LINE, 349.58 FEET; THENCE S.44°41'39"E. 551.21 FEET, TO THE SOUTH LINE OF 22ND STREET; THENCE S.88°41'39"E., ALONG SAID SOUTH LINE, 951.54 FEET, TO THE WEST LINE OF WALL AVE.; THENCE S.1°17'43"W., ALONG SAID WEST LINE 662.63 FEET; THENCE N.88°41'03"W., 361.96 FEET; THENCE S.5°34'39"E., 253.84 FEET; THENCE S.10°55'39"E., 406.00 FEET; S.6°18'39"E., 120.00 FEET TO THE NORTH LINE OF 24TH STREET; THENCE S.88°49'05"E., ALONG SAID NORTH LINE, 229.61 FEET, TO THE WEST LINE OF WALL AVE., THENCE S.1°18'21"E., ALONG SAID WEST LINE, 99.00 FEET TO THE SOUTH LINE OF 24TH STREET; THENCE N.88°49'05"W., ALONG SAID SOUTH LINE, 181.40 FEET; THENCE S.1°18'21"W., 238.47 FEET; THENCE S.88°41'39"E., 8.00 FEET; THENCE S.1°18'21"W., 74.50 FEET; THENCE S.88°41'39"E., 45.17 FEET; THENCE S.39°39'39"E., 19.57 FEET; THENCE S.1°18'21"W., 81.74 FEET; THENCE S.88°27'01"E., 115.40 FEET, TO THE WEST LINE OF WALL AVE; THENCE S.1°18'06"W., ALONG SAID WEST LINE, 1113.33 FEET, TO THE SOUTH LINE OF 26TH STREET; THENCE N.88°41'39"W., ALONG SAID SOUTH LINE, 198.00 FEET; THENCE S.1°18'31"W., 132.00 FEET; THENCE N.88°41'39"W., 66.00 FEET; THENCE S.26°49'26"W., 95.74 FEET; THENCE S.1°18'31"W., 115.50 FEET, TO THE NORTH LINE OF BINFORD STREET. THENCE N.88°41'29"W., ALONG SAID NORTH LINE, 67.65 FEET; THENCE S.1°18'31"W., 66.00 FEET, TO THE SOUTH LINE OF BINFORD STREET; THENCE S.88°41'29"E., ALONG SAID SOUTH LINE, 91.15 FEET; THENCE S.1°18'31"W., 132.57 FEET; THENCE N.88°41'29"W., 15.82 FEET; THENCE S.1°18'31"W., 132.58 FEET, TO THE NORTH LINE OF 27TH STREET; THENCE N.88°41'29"W., ALONG SAID NORTH LINE, 75.33 FEET; THENCE S.1°18'25"W., 49.50 FEET, TO THE CENTERLINE OF 27TH STREET; THENCE N.88°41'29"W., ALONG SAID CENTERLINE, 151.97 FEET; THENCE S.27°29'45"W., 619.79 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1515.43 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 173.15, TO THE NORTH LINE OF 28TH STREET; THENCE N.88°41'43"W., ALONG SAID NORTH LINE, 12.43 FEET; THENCE S.16°37'21"W., ALONG THE WESTERLY LINE OF UNION AVE., 833.89 FEET, TO THE CENTERLINE OF 29TH STREET; THENCE S.5°18'21"W., CONTINUING ALONG THE WESTERLY LINE OF UNION AVE., 230.92 FEET; THENCE S.88°41'39"E., 50.12 FEET; THENCE S.5°18'21"W., 40.79 FEET; THENCE N.88°41'39"W., 18.97 FEET; THENCE S.1°18'21"W., 273.90 FEET; THENCE N.88°41'39"W., 106.57 FEET; THENCE S.7°57'37"W., 170.38 FEET; THENCE S.6°09'21"W., 1067.48 FEET, MORE OR LESS, TO THE NORTH LINE OF 31ST STREET EXPRESSWAY; THENCE ALONG THE FOLLOWING FOUR COURSES; 1) S.60°51'00"W., 383.16 FEET; 2) S.61°56'12"W., 291.38 FEET; 3) S.73°12'06"W., 557.35 FEET; S.83°24'00"W., 882.47 FEET, MORE OR LESS TO THE EAST LINE OF THE STATE ROAD

COMMISSION OF UTAH (NO. 140400011) PROPERTY; THENCE ALONG SAID EAST LINE THE FOLLOWING EIGHT COURSES; 1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET A DISTANCE OF 354.08 FEET, (LONG CHORD BEARS N.51°29'07"W., 325.22 FEET); 2) N.10°54'39"W., 296.67 FEET; 3) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET A DISTANCE OF 438.37 FEET (LONG CHORD BEARS N.44°51'09"W., 413.18 FEET); 4) N.82°39'39"W., 286.44 FEET; 5) N.34°11'39"W., 240.81 FEET; 6) N.40°48'39"W., 473.01 FEET; 7) N.49°11'21"E., 136.00 FEET; 8) N.12°48'39"W., 56.90 FEET, MORE OR LESS TO THE SOUTH LINE OF THE UTAH TRANSIT AUTHORITY PROPERTY; THENCE N.89°39'39"W., 280.00 FEET, MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE N.0°20'21"E ALONG SAID WEST LINE OF QUARTER SECTION, 476.86 FEET MORE OR LESS, TO THE NORTH LINE OF THE UTAH TRANSIT AUTHORITY PROPERTY; THENCE S.89°39'39"E., ALONG SAID NORTH LINE, 1952.95 FEET, MORE OR LESS, TO THE EAST OF THE WEBER COUNTY PROPERTY; THENCE NORTHEASTERLY ALONG THE A CURVE TO THE LEFT HAVING A RADIUS OF 892.10 FEET, A DISTANCE OF 829.36 FEET; THENCE N.11°38'21"E., 1409.37 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE N.1°03'18"E., ALONG THE EAST LINE OF SAID QUARTER SECTION 897.76 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SECTION 29; THENCE N.1°05'21"E., ALONG THE WEST LINE OF SAID SECTION 29; 1238.46 TO THE SOUTH LINE OF 24TH STREET; THENCE S.88°48'39"E., ALONG SAID SOUTH LINE, 269.52 FEET, MORE OR LESS TO THE EAST LINE OF LOT 7, BLOCK 3, FIVE ACRE PLAT PROJECTED; THENCE N.1°18'21"E., 820.48 FEET; THENCE N.88°41'39"W., ALONG THE NORTH LINE OF SAID LOT 7, 86.23 FEET; THENCE N.4°19'10"E., 152.14 FEET; THENCE N.46°33'08"W., 185.41 FEET; THENCE S.15°38'59"W., 201.74 FEET; THENCE S.14°45'21"W., 30.42 FEET, TO THE WEST LINE OF LOT 10; THENCE N.1°05'21"E., ALONG SAID WEST LINE, 69.48 FEET; THENCE N.15°38'59"E., 165.41 FEET; THENCE N.61°08'06"W., 48.57 FEET, TO THE WEST LINE OF SECTION 29 (ALSO BEING THE WEST LINE OF SAID LOT 10); THENCE N.1°05'21"E., ALONG THE WEST LINE OF SAID SECTION AND LOT 376.14 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

(EXCEPT THAT PORTION DEEDED TO POZZOLANIC NORTHWEST INC., BEING FURTHER DESCRIBED AS PART OF LOTS 3 AND 4, BLOCK 9, OGDEN CITY SURVEY: BEGINNING AT A POINT ON THE MOST NORTHERLY FENCE CORNER OF THE FOLLOWING DESCRIBED PROPERTY, SAID POINT ALSO BEING N.88°41'39"W.(N.89°02'W.), 1319.68 AND S.2°37'51"W., 42.24 FEET AND S.89°10'16"W., 78.53 FEET FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF 29TH STREET AND WALL AVENUE ; RUNNING THENCE S.3°03'06"E., 27.93 FEET; THENCE S.1°10'31"W., 66.91 FEET; THENCE N.88°48'49"W., 118.63 FEET TO AN EXISTING FENCE LINE; THENCE N.45°12'11"E., ALONG SAID FENCE LINE 54.73 FEET; THENCE N.55°58'52"E., 96.11 FEET TO THE POINT OF BEGINNING. CONTAINS 0.14 ACRES, MORE OR LESS.

ALSO EXCEPTING THAT PORTION DEEDED TO JOHN M. BIHLER, BEING FURTHER DESCRIBED AS PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF STATE ROAD PROJECT 560, SAID POINT BEING S.0°20'21"W. (SOUTH) 660 FEET AND S.38°17'21"W. (S.37°57'W.), 360 FEET FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; RUNNING THENCE S.38°17'21"W., 69 FEET; THENCE NORTH TO THE SOUTH LINE OF SAID STATE ROAD; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1869.86 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.03 ACRES,

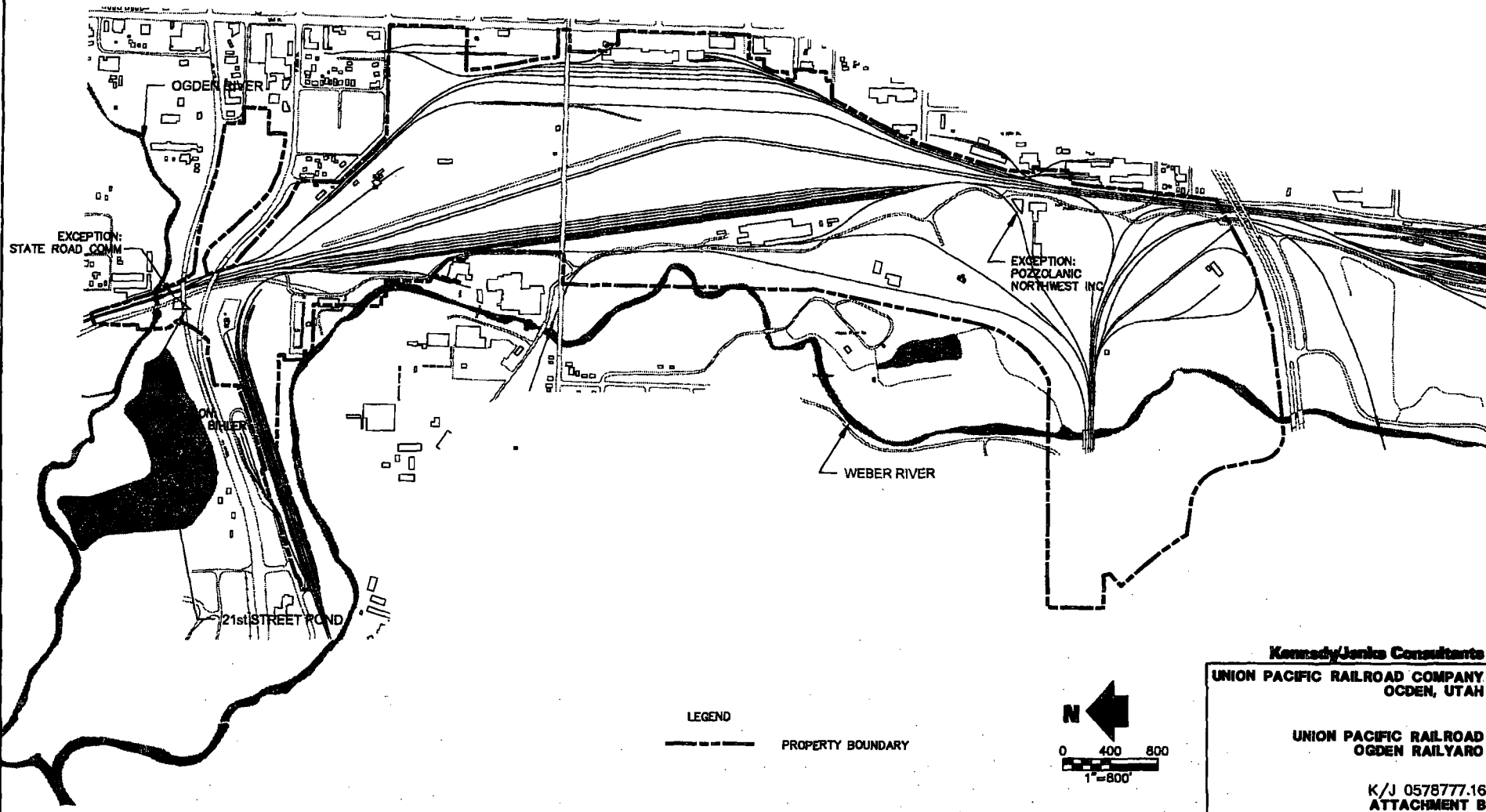
MORE OR LESS.

ALSO EXCEPTING THAT PORTION DEEDED TO STATE ROAD COMMISSION OF UTAH, BEING FURTHER DESCRIBED AS A PARCEL OF LAND IN FEE FOR AN EXPRESSWAY KNOWN AS PROJECT NO.560, BEING PART OF AN ENTIRE TRACT OF PROPERTY IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN: THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A WESTERLY RIGHT OF WAY LINE OF CENTRAL PACIFIC RAILROAD AND THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT WHICH IS APPROXIMATELY 660 FEET, $S.0^{\circ}20'21''W.$ (SOUTH) ALONG THE EAST SECTION LINE OF SAID SECTION 30 AND $S.38^{\circ}17'21''W.$, 275 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30; THENCE $S.38^{\circ}36'21''W.$ ($S.38^{\circ}16'W.$, (= $S.37^{\circ}57''W.$ GRANTORS DEED)) 85 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE WEST BOUND LANES OF SAID HIGHWAY; THENCE WESTERLY 45 FEET, MORE OR LESS, ALONG THE ARC OF A 1869.86 FOOT RADIUS CURVE TO THE LEFT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS $N.70^{\circ}06'41''W.$) TO A POINT ON AN EASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE $N.0^{\circ}20'21''E.$ 81 FEET, MORE OR LESS, ALONG SAID RAILROAD RIGHT OF WAY LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID WEST BOUND LANES; THENCE EASTERLY 90 FEET, MORE OR LESS, ALONG THE ARC OF A 1949.859 FOOT RADIUS CURVE TO THE RIGHT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS $N.70^{\circ}28'09''E.$) TO A POINT ON A WESTERLY RIGHT OF WAY LINE OF SAID CENTRAL PACIFIC RAILROAD WHICH POINT IS 40.0 FEET RADIALLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID PROJECT AT ENGINEER STATION 106+46.76; THENCE $S.17^{\circ}52'07''E.$ 17 FEET, MORE OR LESS, ALONG SAID WESTERLY RIGHT OF WAY LINE OF CENTRAL PACIFIC RAILROAD TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH. CONTAINS 0.141 ACRES, MORE OR LESS.) CONTAINS 421.725 ACRES, MORE OR LESS.

ATTACHMENT B

**MAP OF THE PROPERTY THAT IS
SUBJECT TO INSTITUTIONAL CONTROLS**

K:\2005\0578777\1\Map\Map\action area - Standard\ATTACHMENT-3.dwg Mar 01, 2008 - 10:17am



Kennedy/Jenks Consultants

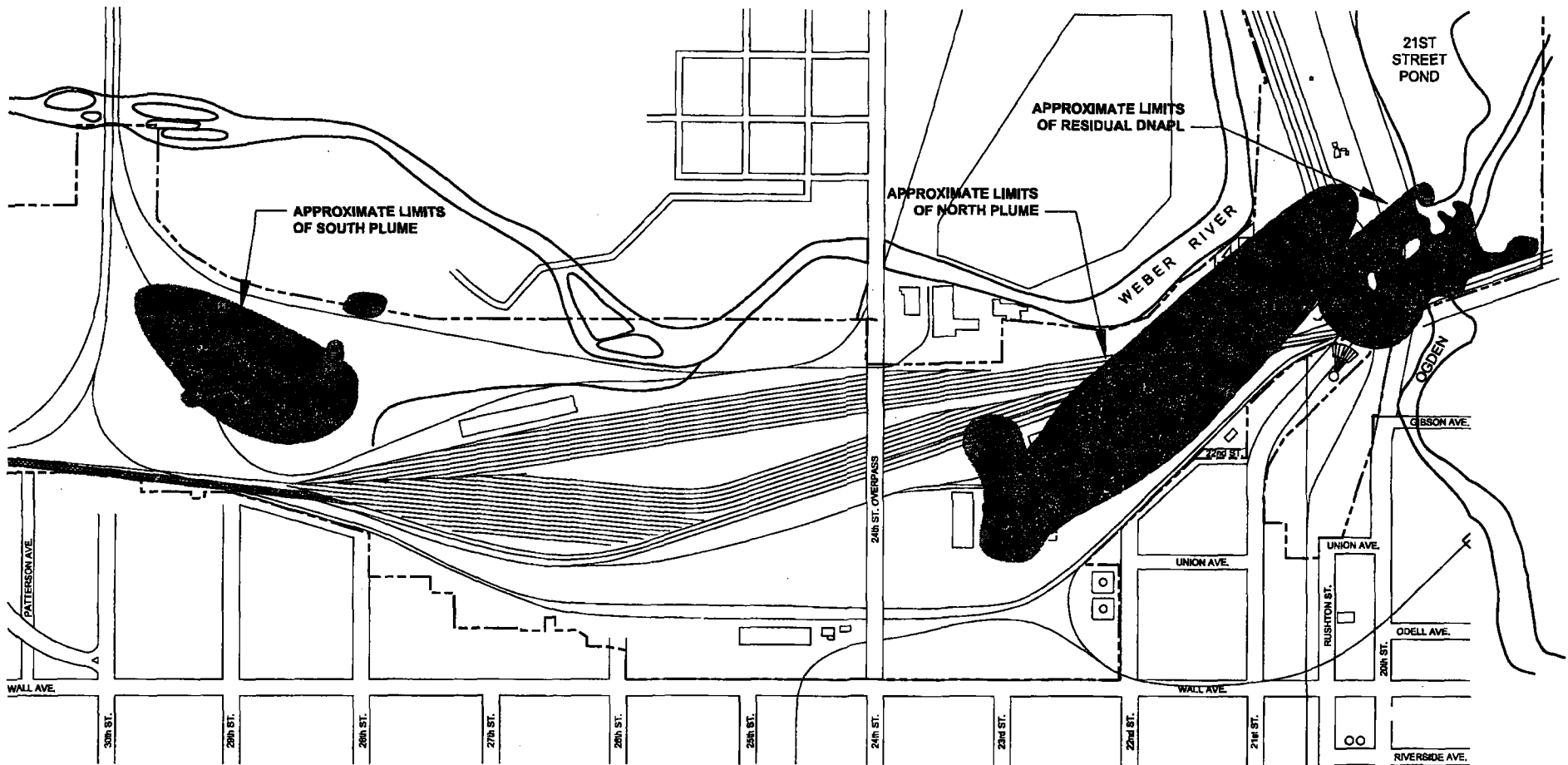
UNION PACIFIC RAILROAD COMPANY
OGDEN, UTAH

UNION PACIFIC RAILROAD
OGDEN RAILYARD

K/J 0578777.16
ATTACHMENT B

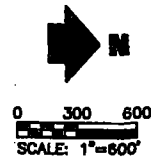
ATTACHMENT C

MAP OF OGDEN RAIL YARD AREAS OF CONTAMINATION



NOTES:

1. SOUTH PLUME AND NORTH PLUME SOURCE:
OU-4 ROD, U.S. EPA, REGION 8, SEPTEMBER 30, 2004.
2. LIMITS OF RESIDUAL DNAPL SOURCE:
OU-4 ROD, U.S. EPA, REGION 8, SEPTEMBER 30, 2004.



Kennedy/Jenks Consultants

**OGDEN RAILYARD
AREAS OF CONTAMINATION**

**ATTACHMENT
K/J 0578777.**