



"W2311947"

EN 2311947 PG 1 OF 20
ERNEST D ROWLEY, WEBER COUNTY RECORDER
21-DEC-07 221 PM FEE \$1.00 DEP JPM
REC FOR: STATE OF UTAH

To be recorded with Weber County
Recorder – Utah Code Ann § 57-25-108

ENVIRONMENTAL COVENANT

WHEN RECORDED MAIL TO:

Utah Department of Transportation
Mr. Rex Harris
166 West Southwell Street
Ogden, Utah 84404-4194

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
Assistant Vice President – Real Estate

And:

Carolyn L. McIntosh
Patton Boggs LLP
1801 California Street, Suite 4900
Denver, CO 80202

This Environmental Covenant is entered into by the Utah Department of Transportation ("Owner" or "UDOT" 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 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, Ogden Rail Yard Site, Ogden, Utah ("Consent Decree") between the United States of America and Union Pacific Railroad Company ("Union Pacific"), Civil Action No. 1:06CV00115 BSJ (D. Utah); 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:

Dense nonaqueous phase hydrocarbon liquids ("DNAPL") have been identified in soils and below groundwater beneath a portion of Owner's property. The zone of DNAPL has been identified below groundwater in subsurface soils at general depths ranging from 12 to 25 feet below ground surface. Following a remedial investigation conducted by Union Pacific and overseen by the U.S. Environmental Protection Agency ("EPA") and the UDEQ 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 volatile organic compounds ("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 may also present an adverse exposure risk.

The risk is driven mainly by the following contaminants found in the subsurface soil and groundwater: benzene, ethylbenzene, benzo(a)pyrene, and naphthalene.

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 1595 Wynkoop St, Denver, CO 80202-1129; 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, owned by UDOT, located at 620 West 20th Street, Ogden City, in Weber County, Utah 84404, 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.** UDOT, whose Ogden City office is located at 166 West Southwell Street, Ogden, in Weber County, Utah 84404, is the owner of the Property.

4. **HOLDER.** Owner, whose Ogden business address is listed above, is also 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. **Disturbance of Cofferdam or Engineered Soil Cap.** As a part of the CERCLA remedy, a cofferdam and engineered soil cap will be placed on the Property in the area shown on **Attachment B**. Any disturbance of the cofferdam or its associated soil cap is strictly prohibited.
- c. **Health and Safety Plan Required.** Excavations to depths below ten (10) feet below ground surface and production or de-watering of any 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.
- d. **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 Owner or its successor in interest ("Transferee") has first submitted a Produced Water Management Plan to UDEQ and Union Pacific and obtained approval from UDEQ. UDEQ may charge the applicant - Owner or

Transferee - 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.

Management of produced water in a manner that expands the area of contamination on, under or near the Property is also prohibited.

- e. Soil Management Plan. Any use of the Property that will or may result in drill cuttings, excavation or other production of soil from depths below ten (10) feet below ground surface is prohibited unless the Owner or Transferee has first submitted a Soil Management Plan to UDEQ and Union Pacific and obtained **approval from UDEQ**. UDEQ may charge the applicant - Owner or Transferee - 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. Management of soil in a manner that expands the area of contamination on, under or near the Property is also prohibited.
- f. Pond and Dam Management Plan. The cofferdam and soil cover was designed for a future pond water elevation of approximately 4,270 feet above mean sea level (NGVD 29 datum) [4,275.73 feet above mean sea level (Ogden City datum)]. Any lowering in the future pond water elevation will necessitate that certain design changes and appropriate maintenance measures to the cofferdam and the soil cover in the SE corner of the 21st Street Pond be implemented. Accordingly, lowering the water level, changing the 21st Street Pond or cofferdam design, or changing the Cofferdam and Soil Cover Operation and Maintenance Plan, attached as **Attachment C**, is prohibited unless the pond Owner or Transferee has first submitted a Pond and Dam Management Plan to Union Pacific, the EPA, and the UDEQ and obtained written approval of such Pond and Dam Management Plan from UDEQ, EPA, and Union Pacific. EPA and UDEQ may charge the applicant - Owner or Transferee - a fee for their respective review and approval.

(i) At a minimum, the design requirements shall include but are not limited to the following:

- Placement and grading of import material on top of the soil cover to maintain drainage at a minimum slope of three percent from the edge of rip rap to the existing embankment;
- Planting and maintenance of landscaping on the graded soil cover should the pond water level be lowered to a point below 4,270 feet above mean sea level (NGVD 29 datum) [4275.73 feet above mean sea level (Ogden City datum)];

- Installation of a permanent fence to prohibit public access to the face of the cofferdam. Signs posting "Keep Out – Authorized Personnel Only" shall be posted at 50 foot intervals along the entire fenceline. Fence posts anchors shall not penetrate the soil cover or the face of the cofferdam more than 2.5 feet; and
- Installation of a screen over the ends of the groundwater discharge pipes to prevent animal access and accumulation of debris inside the pipes.

(ii) At a minimum, the maintenance requirements shall include but are not limited to the following:

- Annual inspection of the face of the cofferdam for damage or loss of the rip rap and the groundwater discharge piping, erosion of the underlying soil, subsidence of the soil cover and other observable maintenance or repairs items. Union Pacific will conduct this annual inspection and prepare an annual inspection report noting any required repairs and maintenance. Union Pacific will forward the annual inspection report to the EPA, the UDEQ and the Owner or Transferee; and
- The Owner or Transferee shall perform the required repairs and maintenance as noted in the annual inspection report. Repairs shall be completed within 45 days of notification in accordance with the Cofferdam and Soil Cover Operation and Maintenance Plan, attached as **Attachment C**.

g. Interference with Remedv Prohibited. Any use of the Property, including management or disposal of produced water or soil or alteration of the water level in the 21st Street Pond, 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.

h. 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.

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:

- 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, subject to advance notice to Owner or Transferee, 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, as identified in the Consent Decree;
 - iv. Obtaining samples;
 - v. Assessing the need for, planning, or implementing additional response actions at or near the Property;
 - 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, Property, 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; and
 - 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.

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, subject to advance notice to Owner or Transferee, 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 obtained from monitoring on the Property;
- d. Verifying that no action is being taken on the Property in violation of the terms of this Environmental Covenant, any approved Produced Water Management Plan, Soil Management Plan, Pond and Dam Management Plan, the Cofferdam and Soil Cover Operation and Maintenance 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. **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 and the Institutional Controls described herein shall be maintained in perpetuity, 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.

9. **COMPLIANCE ENFORCEMENT.** Compliance with this Environmental Covenant may be enforced by Owner, UDEQ, EPA, Union Pacific, or any entity entitled to enforce compliance under Utah Code Ann. § 57-25-111. Failure to timely enforce compliance with this Environmental 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 Environmental Covenant shall restrict Owner, the UDEQ, EPA, or Union Pacific from exercising any authority under applicable law.

10. **RIGHTS OF ACCESS.** Owner hereby grants to the EPA, its agents, contractors, and employees, UDEQ, its agents, contractors, and employees, and Union Pacific, its agents, contractors, and employees, the right of access at all reasonable times to the Property for implementation or enforcement of activities related to the Consent

Decree including but not limited to the activities set forth in paragraphs 6 and 7 above and implementation or enforcement of this Environmental Covenant.

11. 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 UDEQ, EPA and Union Pacific within thirty (30) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name and address of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred.

12. 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;
- 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.

13. AMENDMENT OR TERMINATION. This Environmental Covenant may only be amended or terminated by consent of all of the following: the Owner or a Transferee, EPA, Union Pacific, and the UDEQ,¹ pursuant to Utah Code Ann. § 57-25-110 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall

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

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 UDEQ, the EPA, Union Pacific, 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 UDEQ, EPA, and Union Pacific.

14. 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.

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

16. RECORDATION. Within thirty (30) days after the date of the final required signature on the Environmental Covenant, 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, except that if Owner forwards the original to Union Pacific's representative, Union Pacific will complete the recording and return the original recorded document to Owner, at no additional cost to Owner.

17. 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.

18. DISTRIBUTION OF ENVIRONMENTAL COVENANT. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the EPA; the UDEQ; Union Pacific; and the City of Ogden, except that if Owner forwards the original fully executed Environmental Covenant to Union Pacific's representative, as provided in paragraph 16, above, Union Pacific will distribute the copies pursuant to this paragraph, at no additional cost to Owner.

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

Utah Department of Transportation:
Mr. Rex Harris

166 West Southwell Street
Ogden, Utah 84404-4194
Phone: 801-620-1605
Fax: 801-620-1665
REXHARRIS@utah.gov

The City of Ogden:

Mr. George Benford
Ogden City Public Services Director
133 W. 29th Street
Ogden, Utah 84401
Phone: 801-629-8215
Mobile Phone: 801-540-8936
Fax: 801-622-8933
georgebenford@ci.ogden.ut.us

Union Pacific Railroad Company:

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
glhoneym@up.com

Utah Department of Environmental Quality:

Michael Storck
Ogden Rail Yard Superfund Site Project Manager
Division of Environmental Response and Remediation
168 North 1950 West
P.O. Box 144840
Salt Lake City, Utah 84114-4840
MStorck@utah.gov

And

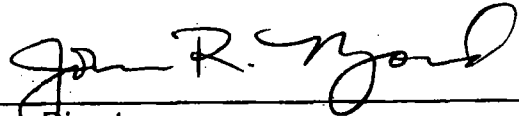
U.S. Environmental Protection Agency:

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

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

IT IS SO AGREED:

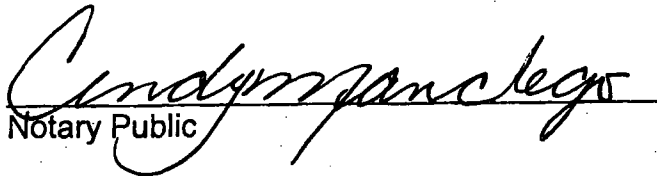
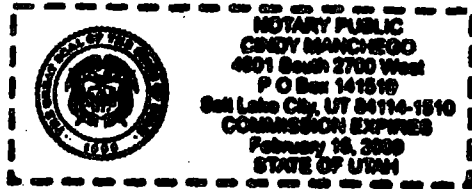
UTAH DEPARTMENT OF TRANSPORTATION



Executive Director,
Utah Department of Transportation

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

Subscribed and sworn to and acknowledged before me this 21 day of
Nov, 2007, by John Njord, Exec. Dir. of the Utah
Department of Transportation, or his/her designated representative.



Notary Public

My Commission expires: 2/15/2009

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Sections 57-25-102(2) and 57-25-104(1)(e).

By: 

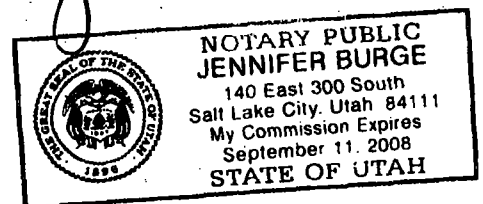
Brad T Johnson
Title: Director, Division of Environmental Response
and Remediation
Utah Department of Environmental Quality

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

Subscribed and sworn to and acknowledged before me this 11 day of December, 2007, by Brad T Johnson, the Utah Department of Environmental Quality authorized representative.


Notary Public

My Commission expires: 9-11-08



This instrument prepared by:

Carolyn L. McIntosh
Patton Boggs LLP
1801 California Street
Suite 4900
Denver, CO 80202
Ph: 303-894-6127
cmcintosh@pattonboggs.com

ATTACHMENT A**Legal Description of the Property Subject to the Environmental Covenant**

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 30 , TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF THE LARRY & BRENDA TAYLOR (SERIAL NUMBER 12-101-0016) PROPERTY, SAID POINT BEING N.89°32'42"W. 932.58 FEET AND S.1°1'29"E. 269.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING: THENCE S.1°1'29"E., ALONG SAID WESTERLY LINE, 91.37 FEET; THENCE N.79°50'14"W. 202.36 FEET; THENCE SOUTH 110.87 FEET, TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 119.09 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 64.47 FEET (LONG CHORD BEARS S.54°37'08"E. 63.69 FEET); THENCE S.39°06'36"E. 105.86 FEET, TO A CURVE TO THE LEFT HAVING A RADIUS OF 82.44 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 69.88 FEET (LONG CHORD BEARS S.63°23'24"E. 67.80 FEET); THENCE S.87°40'12"E. 79.65 FEET; THENCE SOUTH 248.21 FEET; THENCE S.2°00'00" E. 22.74 FEET; THENCE S.60°49'17"W. 167.53 FEET; THENCE S.2°11'37"E. 80.27 FEET; THENCE N.67°16'04"E. 68.01 FEET; THENCE N.68°49'57"E. 308.71 FEET; THENCE N.73°37'42"E. 203.79 FEET TO A UDOT RIGHT OF WAY MONUMENT, ENGINEER'S STATION 103+92; THENCE N.34°41'12"W. 257.50 FEET; THENCE N.65°29'39"W. 120.17 FEET; THENCE N.70°19'39"W. 190.00 FEET; THENCE S.71°25'21"W. 65.00 FEET; THENCE N.78°56'39"W. 107.00 FEET; THENCE N.0°45'18"E. 93.49 FEET, TO THE POINT OF BEGINNING. CONTAINS 4.91 ACRES, MORE OR LESS.

Tax I.D. 14-010-0036.

TECHNICAL MEMORANDUM

CH2MHILL

Cofferdam and Soil Cover Operation and Maintenance Plan

PREPARED FOR: Operational Unit (OU)-01
21st Street Pond
DNAPL Exposure Remedy

PREPARED BY: CH2M HILL

DATE: December 18, 2006

This document provides the Operation and Maintenance inspection requirements for the cofferdam remedy constructed in the 21st Street Pond. The cofferdam and associated hydrocarbon DNAPL collection system was installed in accordance with the Remedial Action Work Plan (RAWP) for Operable Unit OU-01. This remedy was designed to prevent exposure to weathered DNAPL hydrocarbons.

The cofferdam serves two primary functions:

1. Intercept DNAPL from migrating to the pond area west of the coffer dam, and
2. Drain DNAPL to the collection manhole for removal.

Components of the cofferdam structure are required to be inspected on an annual basis, at a minimum. The required inspection items are listed on attached Table 1. Also provided in the table are recommended actions to be completed for each inspection criterion.

Inspection items 1 through 4 in Table 1 are those inspection items that must be completed for the cofferdam remedy as originally designed, and approved by the regulatory agencies (EPA, UDEQ): That is, with the pond water elevation at approximately 4,270 feet above mean sea level (NGVD 29 datum) [4,275.73 feet above mean sea level (Ogden City datum)].

Inspection items 5 through 7 in Table 1 are required additional annual inspection items that must be completed in the event that the pond water level is lowered in accordance with Section 5. f. of the Environmental Covenant. If this is the case, then inspection item 3 may be omitted.

Table 1: Cofferdam and Soil Cover Operation and Maintenance Checklist, 21st Street Pond, Ogden, Utah

Inspection Date: _____

Inspector: _____

Signature: _____

Item	Inspection Criteria	Observation	Recommended Action	Corrective Action Taken
1. Inlet Structure				
Inlet Control Structure	Functional and clear of debris?		No action.	
	Structure inlet plugged with debris?		Remove debris.	
2. Rip Rap				
Rip Rap	Rip rap in place and intact, even across west face of cofferdam?		No action.	
	Rip rap missing?		Replace.	
3. Cover Integrity East of Cofferdam				
Soil Cover – Wet	Is soil cover submerged?		No action.	
	Soil cover not submerged?		Increase pond surface water level.	

Table 1: Cofferdam and Soil Cover Operation and Maintenance Checklist, 21st Street Pond, Ogden, Utah

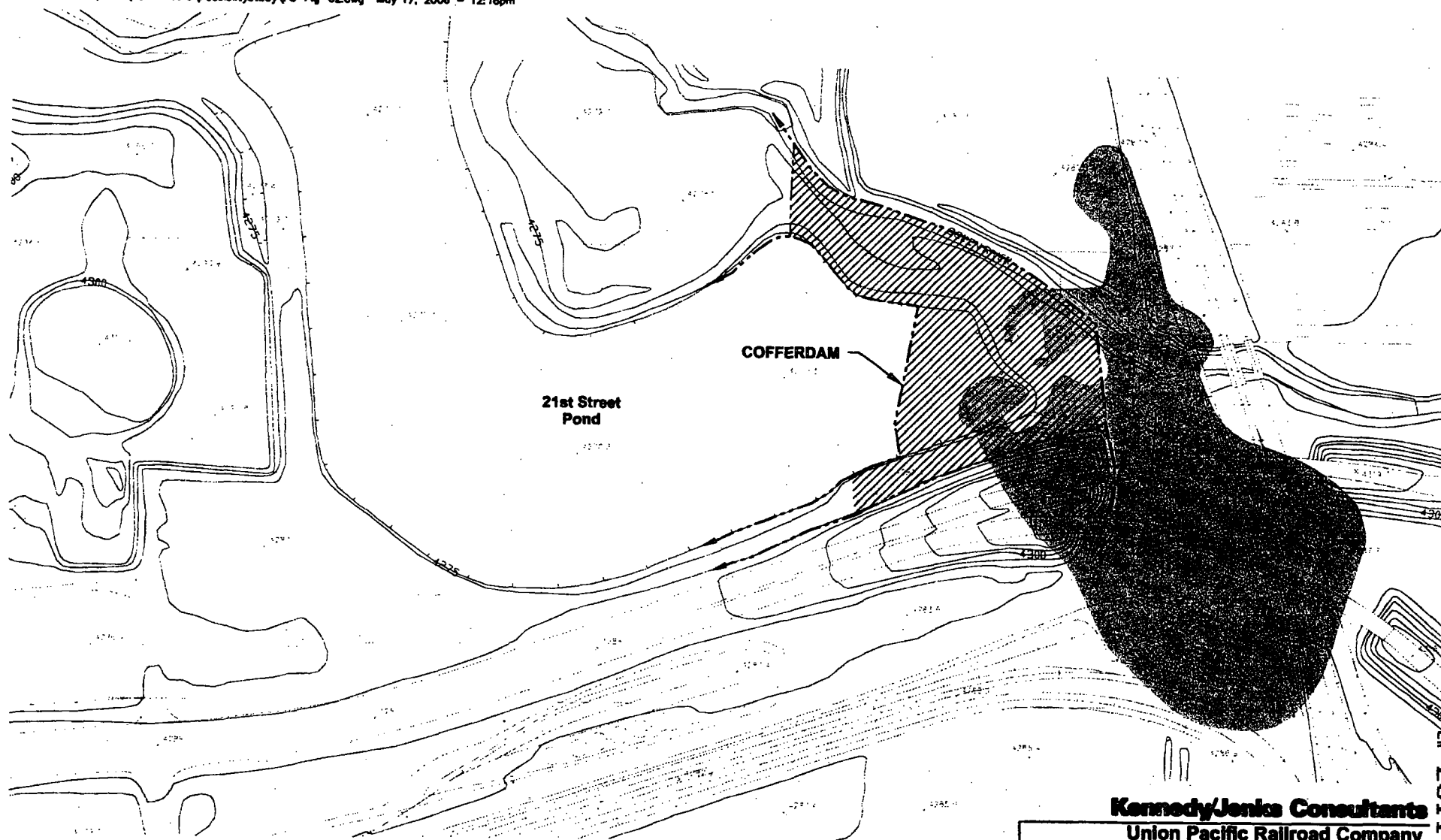
Item	Inspection Criteria	Observation	Recommended Action	Corrective Action Taken
4. Manholes				
Manhole Access Covers	Access covers in place and secure?		No action.	
	Access covers loose and/or unsecured?		Replace lock, sealing gasket, or cover as necessary.	
5. Cover Integrity East of Cofferdam				
Soil Cover – Dry	No evidence of subsidence, ponding, desiccation, cracking or burrow holes?		No action.	
	Evidence of subsidence and ponding?		Import fill and grade to drain.	
	Drainage slope not maintained and/or not sloping to west?		Import fill and grade to drain.	
	Desiccation cracking?		Moisture condition the soil cover.	
	Burrow holes?		Determine cause of burrow hole and take appropriate action. Fill burrow hole with import fill to surface.	
Soil Cover – Dry – Cover Vegetation	Coverage uniform across soil cover?		No action.	
	Bare areas or dead vegetation?		Reseed or replant areas.	

Table 1: Cofferdam and Soil Cover Operation and Maintenance Checklist, 21st Street Pond, Ogden, Utah





Item	Inspection Criteria	Observation	Recommended Action	Corrective Action Taken
6. Discharge Piping				
Groundwater Discharge Pipes	Pipe ends intact and undamaged?		No action.	
	Pipes damaged?		Repair or replace.	
	Discharge from pipes flowing freely?		No Action.	
	Pipes plugged?		Remove obstruction.	
7. Soil Cover and Cofferdam Security				
Perimeter Fence and Signage	Fence intact and secure?		No action.	
	Fence fabric broken or cut?		Replace fence fabric.	
	Fence posts upright and firmly anchored?		No action.	
	Posts loose and/or tilted?		Replace fence post(s).	
	Signs intact?		No action.	
	Sign(s) missing or damaged?		Replace sign(s).	
Gates and Locks	Gates and locks intact and operable?		No action.	
	Gates inoperable?		Repair gates depending on problem (oil hinges, realign hinges, remove soil/vegetation buildup at bottom of gate).	
	Locks inoperable?		Repair or replace locks as needed	

ATTACHMENT B

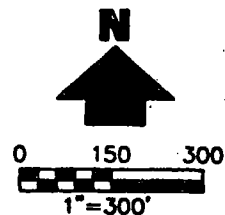
Map of the Property Subject to the Environmental Covenant



LEGEND

-  PROPERTY BOUNDARY
-  ZONE OF SUBSURFACE ONAPL
-  PORTION OF PROPERTY UNDER INSTITUTIONAL CONTROL
-  SURFACE ELEVATION

NOTE:
BASE MAP SOURCE: OGDEN
FEASIBILITY STUDY (9/27/04,
THE FORRESTER GROUP)



Kennedy/Jenks Consultants
Union Pacific Railroad Company
Ogden, Utah

UDOT PARK

FIGURE B
K/J 0578777.16