



RECEIVED  
JUN 18 2010  
Environmental Response &  
Remediation

201 S. Main Street, Suite 1100  
Salt Lake City, Utah 84111  
main 801.328.3131  
fax 801.578.6999  
www.stoel.com

June 16, 2010

CAROL D. SJOBERG  
Direct (801) 578-6953  
cdsjoberg@stoel.com

**HAND DELIVERY**

Mr. Brent H. Everett  
Executive Secretary  
Utah Solid and Hazardous Waste Control Board  
168 North 1950 West  
Salt Lake City, Utah 84114-4840

Re: **Environmental Covenant**  
**Rent It Center, located at 955 West 2100 South, Salt Lake City, Utah**  
**Facility Identification No. 4000790, Release HQL**

Dear Mr. Everett:

You may recall that an Environmental Covenant ("Covenant") was executed by you and Mr. Chad Barnett in regard to the above-identified matter on or about March 17, 2010. The Covenant was then recorded with the Salt Lake County Recorder on March 18, 2010 as Entry No. 10916974; Book 9811; Page 4448-4460 (copy enclosed). It has come to our attention that while the Covenant was recorded correctly, the County Recorder's office filed it in their "Miscellaneous Files" rather than against the affected property (Parcel No. 15:23:201:006). We were advised by the County Recorder that in order to have the Covenant recorded against the property, the legal description would need to be revised to meet the County's requirements I have attached a redline of the old and new descriptions to illustrate the changes that were required; essentially the County Recorder required a more precise beginning point for the description. We were also advised that we would need to record a new Covenant with the new legal description and with new signatures. Therefore, please find enclosed for your signature, an Environmental Covenant ("Covenant II") which, with the exception of the legal description, is identical to the recorded Covenant (the new legal description has been approved by the County

SCANNED

DERR 2010-008397

70125902.1 0033862-00001

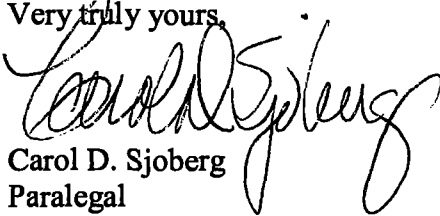


Mr. Brent H. Everett  
June 16, 2010  
Page 2

Recorder). Once signed and notarized, please contact me at 801/578-6953 and I will send a runner to pick up the fully executed Covenant II (as you will note, Mr. Burnett has already executed the document). We will then have the document recorded and will send a copy of the recorded document to you.

Please contact me (801/578-6953) or Marty Banks (801/715-6624) with any questions or comments. We appreciate your cooperation in this matter.

Very truly yours,



Carol D. Sjoberg  
Paralegal

Enclosures

cc Martin K. Banks, Esq.

When Recorded Return To:  
Martin K. Banks  
Stoel Rives  
201 South Main Street, #1100  
SLC, UT 84111

With Copy To:  
Project Manager  
Facility Identification No. 4000790, Release HQL  
PO Box 144840  
Salt Lake City, Utah 84114-4840

10916974  
03/18/2010 12:06 PM \$34.00  
Book - 9811 Pg - 4448-4460  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
STOEL RIVES  
201 S MAIN STE. 1100  
SLC UT 84111  
BY: 2JM, DEPUTY - MA 13 P.

Parcel No. 1523201006

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Burnett Investment, LLC ("Owner") and the Utah Department of Environmental Quality ("DEQ"), (collectively "Parties") pursuant to Utah Code Ann. §§ 57-25-101 et seq. ("Act") and concerns the Property described in paragraph B.2 below. DEQ enters this Environmental Covenant in its capacity as the Agency as defined in the Act. DEQ assumes no affirmative obligations through the execution of this Environmental Covenant.

#### A. Environmental Response Project

##### Utah Department of Environmental Quality Records

The property was the subject of an environmental response project overseen by DEQ's Division of Environmental Response and Remediation ("DERR"). Requests for records should be directed to the DERR and referenced as Facility Identification Number 4000790, Release Identification HQL.

##### Historical Use of the Property

The property is located at 955 West 2100 South, in Salt Lake County, Utah (tax parcel numbered 1523201006), owned by Burnett Investment, LLC, was formerly occupied by a Rent It Center and is currently occupied by a United Rentals equipment rental facility ("Property"). The Property is zoned for light industrial usage by the City of South Salt Lake. A petroleum release at the Property was reported to the DERR on July 13, 1992. The source of the release at that time appeared to be from two waste oil underground storage tanks ("USTs") that were removed in 1992. The waste oil USTs were installed in the 1970s.

### The Contamination

Laboratory analysis of soil samples collected during subsurface investigations conducted at the Property in 1994 and 1996 indicated concentrations of Total Recoverable Petroleum Hydrocarbons ("TRPH") and Total Petroleum Hydrocarbons ("TPH") at concentrations above state-established clean-up levels.

Confirmation soil sampling was conducted in September 2004. This sampling effort was conducted to evaluate residual impacts to the soil. The results indicated that petroleum contamination existed in the soil on the Property. See Table 1, Soil Analytical Data, attached hereto. The soil data indicated that the area of impact was confined to the southwest portion of the Property. This impacted area within the Property is referred to herein as the "Restricted Area," and is more specifically defined below.

Four groundwater sampling efforts have been conducted at the Property since 1994. The most recent event was conducted in 2009. The data collected prior to 2009 indicate that concentrations of MTBE, benzene, toluene, ethylbenzene, xylenes, naphthalene (MBTEXN), TPH as Gasoline and TPH-DRO, and TRPH were all below their respective cleanup levels. However, the data collected in March 2009 indicated that TPH-DRO was present in monitoring well B5/MW-5 at a concentration of 10 mg/L. The groundwater at the Property generally flows to the northwest.

Review of the soil and groundwater data collected at the Property indicates that soil impacts are confined to the vicinity of the former waste oil USTs.

### Pathways and Receptors

Based upon review of the subsurface investigation data collected at the Site, the horizontal and vertical extent of soil and groundwater impacts have been defined and are confined to the vicinity of the former waste oil USTs. This impacted area within the Property is referred to herein as the "Restricted Area," and is more specifically defined below. Given that the Property is zoned industrial, on-site receptors would likely include adult commercial/industrial workers in both the current and future scenarios, as well as construction/utility workers. Pathways that would be considered complete include construction worker/underground utility worker dermal contact/ingestion and outdoor air, and also commercial worker/industrial worker volatilization to indoor air.

### **B. Covenant**

Now therefore, the Parties agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to the Act.
2. Restricted Area. This Environmental Covenant concerns a portion of the Property, consisting of an approximate 0.25 acre tract, and more particularly shown in Figure 1

and the "Record of Survey," attached hereto, and described in Exhibit A, attached hereto, and hereby incorporated by reference herein ("Restricted Area"). The Restricted Area contains that portion of the Property that exceeds the initial screening levels.

3. Owner. Burnett Investment, LLC, which is located at 13369 Peach Orchard Court, Draper, Utah, is the current owner of the Property in fee simple. Burnett Investment, LLC is a limited liability corporation organized and existing under the laws of Utah. Consistent with Paragraph 6 of this Environmental Covenant, the obligations of the Owner are transferred to and imposed upon assigns, successors in interest, including without limitation future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and the like ("Transferee").

4. Holder. Owner, whose address is listed above, is the Holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the *Environmental Response Project* described above, the Owner hereby imposes and agrees to implement, administer, and maintain the following activity and use limitations. In the event the Owner conveys or transfers an interest in the Property or any portion thereof to another party, the Owner shall take necessary measures to ensure that the Transferee will implement, administer, and maintain the following activity and use limitations.

A. Land Use Limitations. The Restricted Area shall not be used for residential purposes. In order to reduce the potential of volatilization to the indoor air from contaminated soil and groundwater, the Owner shall conduct yearly inspections of the existing buildings' concrete floors within the Restricted Area. Any cracks discovered will be sealed to prevent potential vapor migration from the subsurface.

B. Groundwater Limitations. Groundwater from the shallow aquifer located beneath the Property shall not be used for drinking water or irrigation purposes, unless treated appropriately.

C. Disturbance Limitations. Whenever the Owner becomes aware that subsurface disturbance is going to take place, the Owner shall inform the subject contractor or utility company of the presence of contaminated soil and groundwater. The Owner shall prevent human contact with the contaminated soil and groundwater within the Restricted Area, except as allowed in this section. Excavation or disturbance of the soil and groundwater is allowed, provided the soil and groundwater are handled, transported, and disposed in accordance with applicable law, and the contractor retained by the Owner, or the utility company, prepares a worker protection health and safety plan.

D. Construction Limitations. The Owner shall determine if a vapor intrusion risk exists before using or placing a structure in the Restricted Area. If a vapor intrusion risk exists, the Owner shall mitigate the risk. Alternatively, if no risk assessment for contaminant vapor intrusion is conducted, the Owner shall install a vapor mitigation system in a structure located in the Restricted Area before the structure is used or occupied.

E. Notification Requirements. The Owner shall notify DEQ in writing within two (2) days of becoming aware of a breach of the activity and use limitations described herein, and shall indicate in that submission the action that the Owner shall take to remedy the breach. Upon DEQ's request, the Owner shall submit a written report to DEQ describing the remedy implemented in response to the breach within thirty (30) days of the completion of the remedy.

F. Reimbursement of DEQ Oversight. If requested by DEQ, the Owner shall reimburse DEQ in full for all activities contemplated in this environmental covenant which require review, inspection, involvement or otherwise incur costs for DEQ.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and any Transferee during that person's period of control, occupation, or ownership interest, and shall run with the land, pursuant to the Act and subject to amendment or termination as set forth herein.

7. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Act. 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 DEQ from exercising any authority under applicable law. If the Owner fails to provide any of the submissions to DEQ within the required time period, DEQ may inspect the Property, prepare the submissions itself, and recover its reasonable costs from the Owner.

8. Rights of Access. Owner hereby grants to DEQ, its agents, contractors, and employees the right of access to the Property for inspection, implementation, or enforcement of this Environmental Covenant.

9. Compliance Reporting. Upon request, Owner shall submit written documentation to DEQ verifying that the activity and use limitations remain in place and are being followed.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER ON \_\_\_\_\_, 20\_\_\_\_, IN DOCUMENT \_\_\_\_\_, or BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, THAT RESTRICTS LAND USE AND THAT IMPOSES OBLIGATIONS ON THE TRANSFEEE.

Owner shall provide a copy of this Environmental Covenant to any Transferee of any interest in the Property or a portion thereof. Owner shall notify DEQ within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number 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.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- 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, clear and unencumbered;
- 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;
- 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; and
- E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and has notified any such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Act. Within thirty (30) days of signature by all requisite parties on any consensual amendment or termination of this Environmental Covenant, the Owner holding title at the time the amendment or termination is recorded shall file such instrument for recording with the Salt Lake County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to DEQ and to the Owner holding title at the time the amendment or termination is recorded if different than the person recording the instrument.

13. Effective Date, Severability and Governing Law. 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 County Recorder. 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. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

14. Recordation and Distribution of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to DEQ.

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

Project Manager  
Facility Identification No. 4000790, Release Site HQL  
DEQ, Division of Environmental Response and Remediation  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Owner  
Burnett Investment LLC  
Attn: Chad Burnett, Member  
13369 Peach Orchard Court  
Draper, UT 84020

16. Governmental Immunity. In executing this Environmental Covenant, DEQ does not waive any governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably release, and covenant not to sue, the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to sections 57-25-109 and 57-25-110 of the Utah Code Ann. or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

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



IT IS SO AGREED:

Burnett Investment, LLC

Chad Burnett

Chad Burnett

3/18/10

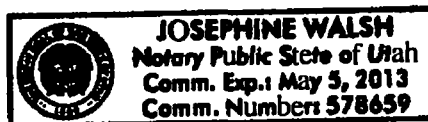
Date

State of Utah )  
County of Salt Lake ) ss.

Before me, a notary public, in and for said county and state, personally appeared Chad Burnett, a duly authorized representative of Burnett Investment LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of Burnett Investment LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal  
this 18th day of March, 2010

Josephine Walsh  
Notary Public



Utah Department of Environmental Quality

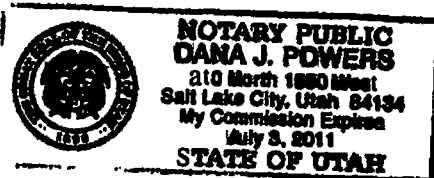
The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

By: Brent H. Everett  
Name: Brent H. Everett  
Title: Executive Secretary (UST)  
Utah Solid and Hazardous Waste Control Board

17 March 2010  
Date

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

Before me, a notary public, in and for said county and state, personally appeared Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this 17 day of March, 2010.



Dana J. Powers  
Notary Public  
My Commission expires: 7-3-2011

This instrument prepared by:

Martin K. Banks  
Stoel Rives  
201 South Main Street, Suite 1100  
SLC, UT 84111

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

BEGINNING AT A SET REBAR AND CAP IN THE SOUTHWEST CORNER OF PARCEL OF 15-23-201-006 AND RUNNING THENCE NORTH 185 FEET ALONG THE WEST LINE OF SAID PARCEL; THENCE SOUTH 71°01'47" EAST 67.68 FEET; THENCE SOUTH 156.62 FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE ALONG THE SOUTH LINE OF THE SAID PROPERTY SOUTH 84°18'42" WEST 64.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 10.933 SQ. FT. OR 0.25 ACRE

**TABLE 1**  
**SOIL ANALYTICAL DATA**  
**BURNETT INVESTMENT LLC - FORMER RENT IT CENTER**  
**955 WEST 2100 SOUTH**  
**SALT LAKE CITY, UTAH**

SAMPLE LOCATION	DATE MM/DD/YY	BENZENE <sup>a</sup> (mg/kg)	TOLUENE <sup>a</sup> (mg/kg)	ETHYL- BENZENE <sup>a</sup> (mg/kg)	TOTAL XYLENES <sup>a</sup> (mg/kg)	NAPH- THALENE <sup>a</sup> (mg/kg)	TRPH / OIL & GREASE (mg/kg)	TPH / TPH- DRO (mg/kg)
B1 @ 10' *	10/19/94	<0.1	<0.1	<0.1	<0.1	<0.1	49 <sup>b</sup>	5.7 <sup>d</sup>
B1 @ 10' (9-10' Interval)	09/23/04	<0.0025	<0.0050	<0.0050	<0.0090	<0.0050	<160 <sup>a</sup>	<20 <sup>a</sup>
B2 @ 10' *	10/19/94	<0.1	<0.1	<0.1	<0.1	3.9	2,200 <sup>d</sup>	1,400 <sup>d</sup>
B2 @ 11' (10-11' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	<0.10	390 <sup>a</sup>	2,000 <sup>a</sup>
B3 @ 8' *	10/19/94	<0.1	<0.1	<0.1	<0.1	3.2	5,700 <sup>a</sup>	4,500 <sup>d</sup>
B3 @ 8' **	08/21/96	<0.1	<0.1	<0.1	1.2	13	17,000 <sup>d</sup> , 340 <sup>f</sup>	40,000 <sup>d</sup>
B3 @ 9.5' *	10/19/94	<0.1	0.4	1.9	7.9	110	18,000 <sup>d</sup>	9,700 <sup>d</sup>
B3 @ 9.5' **	08/21/96	<0.1	<0.1	<0.1	<0.1	0.79	300 <sup>d</sup> , 280 <sup>f</sup>	770 <sup>d</sup>
B3 @ 10' (9-10' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	5.9	2,000 <sup>a</sup>	6,000 <sup>a</sup>
B4 @ 7' *	10/20/94	<0.1	0.1	0.2	7.0	150	14,000 <sup>a</sup>	7,300 <sup>d</sup>
B4 @ 7' **	08/21/96	<0.1	<0.1	<0.1	0.76	9.6	5,000 <sup>d</sup> , 2,200 <sup>f</sup>	33,000
B4 @ 7' (6-7' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	10	4,900 <sup>a</sup>	11,000 <sup>a</sup>
B4 @ 10' *	10/20/94	<0.1	<0.1	<0.1	1.0	30	2,900 <sup>a</sup>	3,700 <sup>d</sup>
B4 @ 10' **	08/21/96	<0.1	<0.1	<0.1	0.91	8.7	2,400 <sup>a</sup> , 33,000 <sup>f</sup>	37,000 <sup>d</sup>
B5 @ 5' *	10/20/94	0.004	<0.1	<0.1	<0.1	0.066	49 <sup>d</sup>	<2.0 <sup>d</sup>
B5 @ 7' *	10/20/94	<0.1	0.6	3.1	16	70	30,000 <sup>d</sup>	32,000 <sup>d</sup>
B5 @ 7' **	08/21/96	<0.1	<0.1	0.13	3.7	19	13,000 <sup>d</sup> , 4,900 <sup>f</sup>	16,000 <sup>d</sup>
B5 @ 8' (7-8' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	21	8,800 <sup>a</sup>	13,000 <sup>a</sup>
B5 @ 10' *	10/20/94	<0.0013	<0.0026	<0.0026	<0.0026	<0.0026	<0.0026	3.8
B5 @ 10' **	08/21/96	<0.1	<0.1	0.16	2.8	14	9,400 <sup>d</sup> , 27,000 <sup>f</sup>	13,000 <sup>d</sup>
B6 @ 7' *	10/20/94	0.1	<0.1	0.4	4.4	220	8,700 <sup>a</sup>	9,400 <sup>d</sup>
B6 @ 7' **	08/21/96	<0.1	0.1	<0.1	1.8	3.4	18,000 <sup>a</sup> , 18,000 <sup>f</sup>	11,000 <sup>d</sup>
B6 @ 8' (8-9' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	<0.10	3,800 <sup>a</sup>	3,400 <sup>a</sup>
B6 @ 10' *	10/20/94	<0.1	0.2	<0.1	0.50	9.4	2,800 <sup>a</sup>	1,600 <sup>d</sup>
B6 @ 10' **	08/21/96	<0.1	<0.1	<0.1	<0.1	1.1	1,700 <sup>a</sup> , 80 <sup>f</sup>	1,500 <sup>d</sup>
B6 @ 13' (12-13' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	3.5	2,200 <sup>a</sup>	4,900 <sup>a</sup>
B7 @ 10' *	10/20/94	<0.1	<0.1	<0.1	<0.1	1.1	<150 <sup>d</sup>	<2.0 <sup>d</sup>
Initial Screening Levels		0.2	9	9	142	51	1,000	500
RBCA Tier 1 Screening		0.90	29	23	142	51	10,000	5,000

## LEGEND

\* Sample collected on October 18-20, 1994 by Wasatch Environmental, Inc.

\*\* Sample collected on August 21, 1996 by Wasatch Environmental, Inc.

• USEPA Method 8260

• Total Recoverable Petroleum Hydrocarbons, USEPA Method 416.1

• Oil and Grease, USEPA Method 1664 modified

• TPH = Total Petroleum Hydrocarbons, USEPA Method 8015 modified

• TPH-ORO = Total Petroleum Hydrocarbons - Diesel Range Organics, USEPA Method 80158/3545

• Oil and Grease, USEPA Method 413.1

mg/kg = milligrams per kilogram

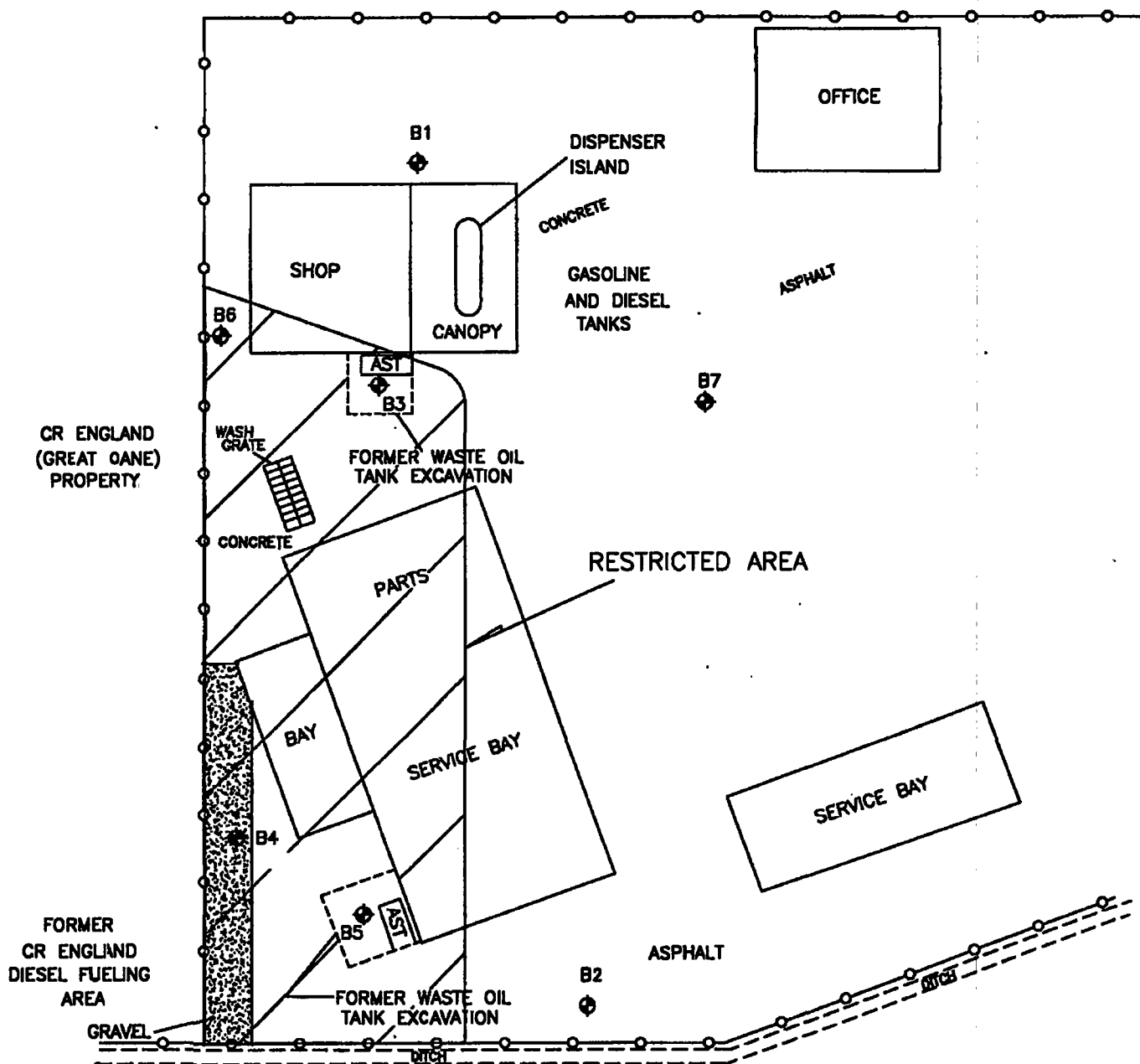
\* < \* = not detected at the indicated laboratory reporting limit or method detection limit, where applicable

RBCA = Risk Based Corrective Action

Shaded rows represent the most recent soil laboratory data

Bold September 2004 values indicate an exceedence of the Tier 1 Screening Level

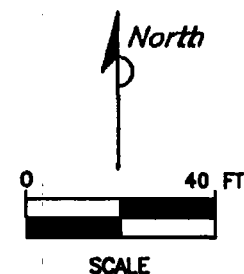
2100 SOUTH STREET



2100 SOUTH FREEWAY

LEGEND

- B2 SOIL BORING/ MONITORING WELL LOCATION
- FENCE LINE
- DEPTH DEPTH OF SAMPLING INTERVAL
- O&G OIL AND GREASE
- DRO TPH-DRO



2681 East Porlays Way, Suite 106  
Salt Lake City, Utah 84109

SITE MAP  
(02-10)

UNITED RENTALS (FORMER RENT IT CENTER)  
BSS WEST 2100 SOUTH  
SALT LAKE CITY, UTAH

DRAWN BY: BM
PREPARED BY: BM
REVIEWED BY: JC
PROJ NO: 71.28381.4077
DATE PREPARED: 02-02-2010

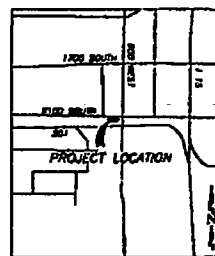
FIGURE 1

SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
PREPARED FOR:  
HARTV BANKS

1. MICHAEL C. JONES, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A RESIDENT LAND OWNER AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER THREE, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, IN NORTH CENTURY, THAT BY AUTHORITY OF THE SAID LAND, REPRESENTED A GROUP OF THE LAND OF LEO'S SONS ON THE EAST AND DESCRIBED BELOW TO BE HEREINAFTER KNOWN AS:

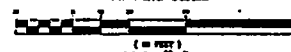
[illegible]

*Michael E. Jones*  
MICHAEL E. JONES  
1701 JONES BLVD. N.W.  
WASHINGTON, D.C. 20006



### CITY MAP

**GRAPHIC SCALE**

[illegible]

NOTE: BEARING BEING DESCRIPTION CALLS FOR A POINT OF COMPARISON FROM A SALT LAKE CITY MONUMENT AT  
END WEST AND FOR SOUTH. THIS MONUMENT IS NON-EXISTENT AND THE BEARING AND DISTANCE ARE NOT TO  
BE TAKEN. THE BEARING BEING AND DISTANCE ARE AS SHOWN.

[illegible]

BEINGING: A SET BEHIND AND CAP & THE SOUTHWEST CORNER OF PARCEL 13-23-28-224 AND RUNNING THENCE NORTH 400 FEET ALONG THE WEST LINE OF SAID PARCEL, THENCE NORTH 779.67' (331' 67.00 FEET, BEING NORTH 176.82 FEET TO THE SOUTH LINE OF SAID PARCEL, THENCE ALONG THE SOUTH LINE OF THE SAID PROPERTY 20.00' (20 FEET) WEST TO THE POINT OF BEGINNING.

UNCLAS//NF

THE PURPOSE OF THIS SURVEY IS TO RE-ESTABLISH THE BOUNDARY CORNERS OF THE ABOVE DESCRIBED PARCEL. THE SURVEY WAS INITIATED AT THE REQUEST OF THE CLIENT. THE BEGIN OF BEARING FOR THIS SURVEY IS S 04°37'34" E OF THE 1000 FEET STREET ONE SIX SIX SIX STREET FOR 21.00 FEET. STREET INTERSECTING THE LOCATION OF WHICH WAS SHOWN ON THE PLAN.

SECONDARY REMARKATIONS (TYPE, LOCATION ETC AS NOTED ON THE PLAT)  
SPECIES PLACES SURVEY OFFICE WASHINGTON  
SET 2 1/2" REBAR AND PLASTER OF (STAMPED) GROUT & BRICKELL, UNLESS OTHERWISE NOTED ON THE  
SPECIES DESIGN FORCE LINE.

[illegible]

**BUSH & GUDDELL, INC.**  
Engineers - Surveyors & Planners  
c/o Smith, Ross & Ford



**RECORD OF SURVEY**  
2100 SOUTH 955 WEST, EAST LAKE CITY, UTAH  
PREPARED FOR: EASTIN BANKS

SECTION 23, T. 1 S., R. 1 W., S. 1 B. 4 N.

**1 OF 1**

BK 9811 PG 4460

## EXHIBIT A

### LEGAL DESCRIPTION

Property located in Salt Lake County, Utah, more particularly described as follows:

BEGINNING AT A SET REBAR AND CAP IN THE SOUTHWEST CORNER OF PARCEL OF 15-23-201-006 AND RUNNING THENCE NORTH 185 FEET ALONG THE WEST LINE OF SAID PARCEL; THENCE SOUTH 71°01'47" EAST 67.68 FEET; THENCE SOUTH 156.62 FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE ALONG THE SOUTH LINE OF THE SAID PROPERTY SOUTH 84°18'42" WEST 64.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,933 SQ. FT. OR 0.25 ACRES

—Restricted Area Easement:

Beginning at a point being North 84°42'54" West 744.35 feet and South 383.87 feet from the monument at 900 West Street and 2100 South Street, located in Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 185 feet; thence South 71°01'47" East 67.68 feet; thence South 156.62 feet; thence South 84°18'42" West 64.32 feet to the point of beginning.

Contains 10,933 sq. ft. or 0.25 acres

Parcel No.: 15-23-201-006



When Recorded Return To:  
Martin K. Banks  
Stoel Rives  
201 South Main Street, #1100  
SLC, UT 84111

With Copy To:  
Project Manager  
Facility Identification No. 4000790, Release HQL  
PO Box 144840  
Salt Lake City, Utah 84114-4840

Parcel No. 15-23-201-006

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Bumett Investment, LLC ("Owner") and the Utah Department of Environmental Quality ("DEQ"), (collectively "Parties") pursuant to Utah Code Ann. §§ 57-25-101 et seq. ("Act") and concerns the Property described in paragraph B.2 below. DEQ enters this Environmental Covenant in its capacity as the Agency as defined in the Act. DEQ assumes no affirmative obligations through the execution of this Environmental Covenant.

#### A. Environmental Response Project

##### Utah Department of Environmental Quality Records

The property was the subject of an environmental response project overseen by DEQ's Division of Environmental Response and Remediation ("DERR"). Requests for records should be directed to the DERR and referenced as Facility Identification Number 4000790, Release Identification HQL.

##### Historical Use of the Property

The property is located at 955 West 2100 South, in Salt Lake County, Utah (tax parcel numbered 1523201006), owned by Bumett Investment, LLC, was formerly occupied by a Rent It Center and is currently occupied by a United Rentals equipment rental facility ("Property"). The Property is zoned for light industrial usage by the City of South Salt Lake. A petroleum release at the Property was reported to the DERR on July 13, 1992. The source of the release at that time appeared to be from two waste oil underground storage tanks ("USTs") that were removed in 1992. The waste oil USTs were installed in the 1970s.

## The Contamination

Laboratory analysis of soil samples collected during subsurface investigations conducted at the Property in 1994 and 1996 indicated concentrations of Total Recoverable Petroleum Hydrocarbons ("TRPH") and Total Petroleum Hydrocarbons ("TPH") at concentrations above state-established clean-up levels.

Confirmation soil sampling was conducted in September 2004. This sampling effort was conducted to evaluate residual impacts to the soil. The results indicated that petroleum contamination existed in the soil on the Property. See Table 1, Soil Analytical Data, attached hereto. The soil data indicated that the area of impact was confined to the southwest portion of the Property. This impacted area within the Property is referred to herein as the "Restricted Area," and is more specifically defined below.

Four groundwater sampling efforts have been conducted at the Property since 1994. The most recent event was conducted in 2009. The data collected prior to 2009 indicate that concentrations of MTBE, benzene, toluene, ethylbenzene, xylenes, naphthalene (MBTEXN), TPH as Gasoline and TPH-DRO, and TRPH were all below their respective cleanup levels. However, the data collected in March 2009 indicated that TPH-DRO was present in monitoring well B5/MW-5 at a concentration of 10 mg/L. The groundwater at the Property generally flows to the northwest.

Review of the soil and groundwater data collected at the Site indicates that soil impacts are confined to the vicinity of the former waste oil USTs.

## Pathways and Receptors

Based upon review of the subsurface investigation data collected at the Site, the horizontal and vertical extent of soil and groundwater impacts have been defined and are confined to the vicinity of the former waste oil USTs. This impacted area within the Property is referred to herein as the "Restricted Area," and is more specifically defined below. Given that the Property is zoned industrial, on-site receptors would likely include adult commercial/industrial workers in both the current and future scenarios, as well as construction/utility workers. Pathways that would be considered complete include construction worker/underground utility worker dermal contact/ingestion and outdoor air, and also commercial worker/industrial worker volatilization to indoor air.

## **B. Covenant**

Now therefore, the Parties agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to the Act.

2. Restricted Area. This Environmental Covenant concerns a portion of the Property, consisting of an approximate 0.25 acre tract, and more particularly shown in Figure 1

and the "Record of Survey," attached hereto, and described in Exhibit A, attached hereto, and hereby incorporated by reference herein ("Restricted Area"). The Restricted Area contains that portion of the Property that exceeds the initial screening level.

3. Owner. Bumett Investment, LLC, which is located at 13369 Peach Orchard Court, Draper, Utah, is the current owner of the Property in fee simple. Bumett Investment, LLC is a limited liability corporation organized and existing under the laws of Utah. Consistent with Paragraph 6 of this Environmental Covenant, the obligations of the Owner are transferred to and imposed upon assigns, successors in interest, including without limitation future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and the like ("Transferee").

4. Holder. Owner, whose address is listed above, is the Holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the *Environmental Response Project* described above, the Owner hereby imposes and agrees to implement, administer, and maintain the following activity and use limitations. In the event the Owner conveys or transfers an interest in the Property or any portion thereof to another party, the Owner shall take necessary measures to ensure that the Transferee will implement, administer, and maintain the following activity and use limitations.

A. *Land Use Limitations.* The Restricted Area shall not be used for residential purposes. In order to reduce the potential of volatilization to the indoor air from contaminated soil and groundwater, the Owner shall conduct yearly inspections of the existing buildings' concrete floors within the Restricted Area. Any cracks discovered will be sealed to prevent potential vapor migration from the subsurface.

B. *Groundwater Limitations.* Groundwater from the shallow aquifer located beneath the Property shall not be used for drinking water or irrigation purposes, unless treated appropriately.

C. *Disturbance Limitations.* Whenever the Owner becomes aware that subsurface disturbance is going to take place, the Owner shall inform the subject contractor or utility company of the presence of contaminated soil and groundwater. The Owner shall prevent human contact with the contaminated soil and groundwater within the Restricted Area, except as allowed in this section. Excavation or disturbance of the soil and groundwater is allowed, provided the soil and groundwater are handled, transported, and disposed in accordance with applicable law, and the contractor retained by the Owner, or the utility company, prepares a worker protection health and safety plan.

D. *Construction Limitations.* The Owner shall determine if a vapor intrusion risk exists before using or placing a structure in the Restricted Area. If a vapor intrusion risk exists, the Owner shall mitigate the risk. Alternatively, if no risk assessment for contaminant vapor intrusion is conducted, the Owner shall install a vapor mitigation system in a structure located in the Restricted Area before the structure is used or occupied.

E. Notification Requirements. The Owner shall notify DEQ in writing within two (2) days of becoming aware of a breach of the activity and use limitations described herein, and shall indicate in that submission the action that the Owner shall take to remedy the breach. Upon DEQ's request, the Owner shall submit a written report to DEQ describing the remedy implemented in response to the breach within thirty (30) days of the completion of the remedy.

F. Reimbursement of DEQ Oversight. If requested by DEQ, the Owner shall reimburse DEQ in full for all activities contemplated in this environmental covenant which require review, inspection, involvement or otherwise incur costs for DEQ.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and any Transferee during that person's period of control, occupation, or ownership interest, and shall run with the land, pursuant to the Act and subject to amendment or termination as set forth herein.

7. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Act. 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 DEQ from exercising any authority under applicable law. If the Owner fails to provide any of the submissions to DEQ within the required time period, DEQ may inspect the Property, prepare the submissions itself, and recover its reasonable costs from the Owner.

8. Rights of Access. Owner hereby grants to DEQ, its agents, contractors, and employees the right of access to the Property for inspection, implementation, or enforcement of this Environmental Covenant.

9. Compliance Reporting. Upon request, Owner shall submit written documentation to DEQ verifying that the activity and use limitations remain in place and are being followed.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER ON \_\_\_\_\_, 20\_\_, IN DOCUMENT \_\_\_\_\_, or BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, THAT RESTRICTS LAND USE AND THAT IMPOSES OBLIGATIONS ON THE TRANSFeree.

Owner shall provide a copy of this Environmental Covenant to any Transferee or any interest in the Property or a portion thereof. Owner shall notify DEQ within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number 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.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- 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, clear and unencumbered;
- 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;
- 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; and
- E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and has notified any such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Act. Within thirty (30) days of signature by all requisite parties on any consensual amendment or termination of this Environmental Covenant, the Owner holding title at the time the amendment or termination is recorded shall file such instrument for recording with the Salt Lake County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to DEQ and to the Owner holding title at the time the amendment or termination is recorded if different than the person recording the instrument.

13. Effective Date, Severability and Governing Law. 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 County Recorder. 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. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

14. Recordation and Distribution of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to DEQ.

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

Project Manager  
Facility Identification No. 4000790, Release Site HQL  
DEQ, Division of Environmental Response and Remediation  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Owner  
Bumett Investment LLC  
Attn: Chad Bumett, Member  
13369 Peach Orchard Court  
Draper, UT 84020

16. Governmental Immunity. In executing this Environmental Covenant, DEQ does not waive any governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably release, and covenant not to sue, the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to sections 57-25-109 and 57-25-110 of the Utah Code Ann. or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

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

IT IS SO AGREED:

Burnett Investment, LLC

Chad Burnett  
Chad Burnett

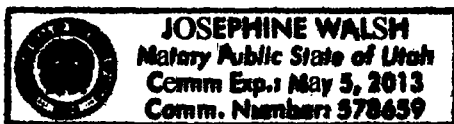
6/14/10  
Date

State of Utah                    )  
  : ss.  
County of Salt Lake            )

Before me, a notary public, in and for said county and state, personally appeared Chad Burnett, a duly authorized representative of Burnett Investment, LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of Burnett Investment, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal  
this 14th day of June, 2010.

Josephine Walsh  
Notary Public



Utah Department of Environmental Quahty

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

By: \_\_\_\_\_  
Name: Brent H. Everett  
Title: Executive Secretary (UST)  
Utah Solid and Hazardous Waste Control Board

\_\_\_\_\_  
Date

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

Before me, a notary public, in and for said county and state, personally appeared Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

This instrument prepared by:

Martin K. Banks  
Stoel Rives  
201 South Main Street, Suite 1100  
SLC, UT 84111



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Property located in Salt Lake County, Utah, more particularly described as follows:

**Restricted Area Easement:**

Beginning at a point being North 84°42'54" West 744.35 feet and South 383.87 feet from the monument at 900 West Street and 2100 South Street, located in Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 185 feet; thence South 71°01'47" East 67.68 feet; thence South 156.62 feet; thence South 84°18'42" West 64.32 feet to the point of beginning.

Contains 10,933 sq. ft. or 0.25 acres

Parcel No.: 15-23-201-006

**TABLE 1**  
**SOIL ANALYTICAL DATA**  
**BURNETT INVESTMENT LLC - FORMER RENT IT CENTER**  
**955 WEST 2100 SOUTH**  
**SALT LAKE CITY, UTAH**

SAMPLE LOCATION	DATE MM/DD/YY	BENZENE <sup>a</sup> (mg/kg)	TOLUENE <sup>a</sup> (mg/kg)	ETHYL- BENZENE <sup>a</sup> (mg/kg)	TOTAL XYLENES <sup>a</sup> (mg/kg)	NAPH- THALENE <sup>a</sup> (mg/kg)	TRPH / OIL & GREASE (mg/kg)	TPH / TPH- DRO (mg/kg)
B1 @ 10' *	10/19/94	<0.1	<0.1	<0.1	<0.1	<0.1	49 <sup>b</sup>	5.7 <sup>b</sup>
B1 @ 10' (9-10' Interval)	09/23/04	<0.0025	<0.0050	<0.0050	<0.0050	<0.0050	<150 <sup>b</sup>	<20 <sup>b</sup>
B2 @ 10' *	10/19/94	<0.1	<0.1	<0.1	<0.1	3.9	2,200 <sup>b</sup>	1,400 <sup>b</sup>
B2 @ 11' (10-11' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	<0.10	390 <sup>b</sup>	2,000 <sup>b</sup>
B3 @ 8' *	10/19/94	<0.1	<0.1	<0.1	<0.1	3.2	5,700 <sup>b</sup>	4,500 <sup>b</sup>
B3 @ 8' **	08/21/96	<0.1	<0.1	<0.1	1.2	13	17,000 <sup>b</sup> , 340 <sup>f</sup>	40,000 <sup>b</sup>
B3 @ 9.5' *	10/19/94	<0.1	0.4	1.9	7.9	110	16,000 <sup>b</sup>	9,700 <sup>b</sup>
B3 @ 9.5' **	08/21/96	<0.1	<0.1	<0.1	<0.1	0.79	300 <sup>b</sup> , 280 <sup>f</sup>	770 <sup>b</sup>
B3 @ 10' (9-10' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	5.9	2,000 <sup>b</sup>	6,000 <sup>b</sup>
B4 @ 7' *	10/20/94	<0.1	0.1	0.2	7.0	150	14,000 <sup>b</sup>	7,300 <sup>b</sup>
B4 @ 7' **	08/21/98	<0.1	<0.1	<0.1	0.76	9.6	5,000 <sup>b</sup> , 2,200 <sup>f</sup>	33,000
B4 @ 7' (6-7' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	10	4,900 <sup>b</sup>	11,000 <sup>a</sup>
B4 @ 10' *	10/20/94	<0.1	<0.1	<0.1	1.9	30	2,900 <sup>b</sup>	3,700 <sup>b</sup>
B4 @ 10' **	08/21/96	<0.1	<0.1	<0.1	0.91	8.7	2,400 <sup>b</sup> , 33,000 <sup>f</sup>	37,000 <sup>b</sup>
B5 @ 5' *	10/20/94	0.004	<0.1	<0.1	<0.1	0.066	49 <sup>b</sup>	<2.0 <sup>b</sup>
B5 @ 7' *	10/20/94	<0.1	0.6	3.1	16	70	30,000 <sup>b</sup>	32,000 <sup>b</sup>
B5 @ 7' **	08/21/96	<0.1	<0.1	0.13	3.7	19	13,000 <sup>b</sup> , 4,900 <sup>f</sup>	15,000 <sup>b</sup>
B5 @ 8' (7-8' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	21	8,800 <sup>b</sup>	13,000 <sup>a</sup>
B5 @ 10' *	10/20/94	<0.0013	<0.0026	<0.0026	<0.0026	<0.0026	<0.0026	3.8
B5 @ 10' **	08/21/96	<0.1	<0.1	0.16	2.8	14	9,400 <sup>b</sup> , 27,000 <sup>f</sup>	13,000 <sup>b</sup>
B6 @ 7' *	10/20/94	0.1	<0.1	0.4	4.4	220	8,700 <sup>b</sup>	9,400 <sup>b</sup>
B6 @ 7' **	08/21/96	<0.1	0.1	<0.1	1.6	3.4	18,000 <sup>b</sup> , 18,000 <sup>f</sup>	11,000 <sup>b</sup>
B6 @ 9' (8-9' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	<0.10	3,800 <sup>b</sup>	3,400 <sup>b</sup>
B6 @ 10' *	10/20/94	<0.1	0.2	<0.1	0.50	9.4	2,800 <sup>b</sup>	1,600 <sup>b</sup>
B6 @ 10' **	08/21/96	<0.1	<0.1	<0.1	<0.1	1.1	1,700 <sup>b</sup> , 80 <sup>f</sup>	1,500 <sup>b</sup>
B6 @ 13' (12-13' Interval)	09/23/04	<0.050	<0.10	<0.10	<0.10	3.5	2,200 <sup>b</sup>	4,900 <sup>b</sup>
B7 @ 10' *	10/20/94	<0.1	<0.1	<0.1	<0.1	1.1	<150 <sup>b</sup>	<2.0 <sup>b</sup>
Initial Screening Levels		0.2	9	5	142	51	1,000	500
RBCA Tier 1 Screening		0.00	25	23	142	51	10,000	5,000

LEGEND

\* Sample collected on October 19-20, 1994 by Wasatch Environmental, Inc.

\*\* Sample collected on August 21, 1996 by Wasatch Environmental, Inc.

\* USEPA Method 8260

<sup>b</sup>Total Recoverable Petroleum Hydrocarbons, USEPA Method 418.1

<sup>c</sup>Oil and Grease, USEPA Method 1664 modified

<sup>d</sup>TPH = Total Petroleum Hydrocarbons, USEPA Method 8015 modified

<sup>e</sup>TPH-DRO = Total Petroleum Hydrocarbons - Diesel Range Organics, USEPA Method 8015B/3545

<sup>f</sup>Oil and Grease, USEPA Method 413.1

mg/kg = milligrams per kilogram

\* < " = not detected at the indicated laboratory reporting limit or method detection limit, where applicable

RBCA = Risk Based Corrective Action

Shaded rows represent the most recent soil laboratory data

Bold September 2004 values indicate an exceedence of the Tier 1 Screening Level

2100 SOUTH STREET

OFFICE

B1

DISPENSER  
ISLAND

CONCRETE

SHOP

GASOLINE  
AND DIESEL  
TANKS

ASPHALT

CANOPY

B6

AST

B3

FORMER WASTE OIL  
TANK EXCAVATION

WASH  
GRATE

CONCRETE

CR ENGLAND  
(GREAT DANE)  
PROPERTY

RESTRICTED AREA

PARTS

BAY

SERVICE BAY

SERVICE BAY

B4

B5

AST

FORMER WASTE OIL  
TANK EXCAVATION

ASPHALT






FORMER  
CR ENGLAND  
DIESEL FUELING  
AREA

GRAVEL

DITCH

2100 SOUTH FREEWAY

LEGEND

- B2  SOIL BORING/ MONITORING WELL LOCATION  
 FENCE LINE  
 DEPTH  DEPTH OF SAMPLING INTERVAL  
 O&G  OIL AND GREASE  
 DRO  TPH-DRO

North

0 40 FT

SCALE



2681 East Porleys Way, Suite 106  
Salt Lake City, Utah 84109

SITE MAP  
(02-10)

UNITED RENTALS (FORMER RENT IT CENTER)  
955 WEST 2100 SOUTH  
SALT LAKE CITY, UTAH

DRAWN BY: BIX

PREPARED BY: BIX

REVIEWED BY: JC

PROJ NO: 71.28381.4077

DATE PREPARED: 02-02-2010

FIGURE 1

LOCATED IN  
SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
PREPARED FOR  
NASTY BANKS

I, MICHAEL J. JONES, BAPT LAMB CITY, STATE OF MICHIGAN, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT THESE CERTIFICATES OF REGISTRATION WERE AND REMAIN VALID, AS PROVIDED UNDER THE LAWS OF THE STATE OF MICHIGAN. FURTHER, I CERTIFY THAT BY AUTHORITY OF MY EXCELLENCE, I HAVE CONVEYED A SURVEY OF THE 1800' OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW TO BE INCORPORATED INTO A

**CV** Last year, your company had sales of \$100 million. This year, sales are \$110 million. What is the percentage increase in sales?

*[Signature]*  
 MICHEL E. DUBOIS  
 NATIONAL LAW GARDIAN  
 1000 10TH AVENUE, SUITE 1000  
 NEW YORK, NY 10018-1000

[illegible]

NOTICE: SECOND LOOK, DISPOSITION CALLS FOR A MEET OF CONSIDERATION WITH A SALT LAKE CITY WORKSHEET AT 800 WEST 1000 SOUTH. THE MEETING IS NON-COMMITTEE AND THE MEETING AND MEASURES TO BE MET BY THE MEETING. THIS MEETING IS BEING HELD AND DISCUSSIONS WILL BE HELD.

[illegible][illegible]

THE PURPOSE OF THIS SURVEY IS TO RE-ESTABLISH THE BOUNDARY CORNERS OF THE ABOVE DESCRIBED PARCEL. THE SURVEY WAS CONDUCTED AT THE REQUEST OF OUR CLIENT. THE BASIS OF CLAIMS FOR THIS SURVEY IS A DEED, A MAP AND TWO WEST EASES AND ONE WEST EASE WITH FIVE NORTH EASES INTERSECTING THE LOCATION OF WHICH ARE SHOWN ON THIS PLAN.

SECTIONAL INFORMATION (TIME, LOCATION etc. AS NOTED ON THE PLAN)  
 DESIGNED PLATE QUALITY CONTROL, MOVEMENT  
 SET 1/2" NORTH AND PLATE (W/ STAMPED NAME & SERIAL) LOCUS WITHIN 10" OF THE  
 SECONDARY CONTROL PLATE

2. SUBJECT HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EVIDENCE OF RECORDS, INCLUDING SYNDICATE CONTRACTS, SMASHING, THE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCUSED HAS CURRENT TO WHICH ANY SOURCE.

3. THE ADDRESS OF THE SURVEYED PROPERTY IS 2300 SOUTH 400 WEST, SALT LAKE CITY, UTAH

**BUSH & GUDCELL, INC.**  
Engineers - Surveyors - Planners  
505 South 300 East  
Salt Lake City, Utah 84111  
Phone (801) 586-1212  
Fax (801) 586-1225  
www.bushandgudcell.com



RECORD OF SURVEY  
 2160 SOUTH 955 WEST, SALT LAKE CITY, UTAH  
 PREPARED FOR: MARTIN RANNEY

1000