



"W2404009"

When Recorded Return To:  
Ogden City Redevelopment Agency  
2549 Washington Blvd. Suite 420  
Ogden, Utah 84401

With Copy To:  
Division of Environmental Response and Remediation  
DEQ  
PO Box 144840  
Salt Lake City, Utah 84114

E# 2404009 PG 1 OF 24  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
10-APR-09 254 PM FEE \$1.00 DEP SPY  
REC FOR: OGDEN CITY

Parcel No. 011030003

## **ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by Ogden City Redevelopment Agency ("Owner"), 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. The DEQ enters this Environmental Covenant in its capacity as the Agency as defined in the Act. The DEQ assumes no affirmative obligations through the execution of this Environmental Covenant.

### **A. Environmental Response Project**

The 2360 Kiesel (Lot 10b) is part of a larger, downtown renewal project being conducted by Ogden City. Occupying several blocks of the city, the project is being completed in an area previously occupied by the Ogden City Mall, a large shopping facility housing numerous shops and stores. The mall was constructed in the late 1970s in an area previously occupied by various businesses. It was demolished several years ago to make room for the renewal project. A parking terrace on the west portion of the site property was retained for future use.

Buried utilities identified in the study area include a storm drain, sanitary sewer, water, natural gas, and electrical lines to the east. A single electrical line was identified to the west.

In September 2006, construction crews unearthed two underground storage tanks (USTs). The USTs were found immediately west of Kiesel Avenue approximately mid way between 23<sup>RD</sup> and 24<sup>TH</sup> Streets. Both tanks were made of steel, had 1,000-gallon capacities, and appeared to be fitted for use with vacuum dispensers for distributing gasoline. The tanks were badly corroded when removed and evidence of a release was reported on the day of the closure. Analysis of closure samples confirmed that soil around the USTs had been impacted and subsequent investigation activities were conducted to evaluate the extent.

Significant soil contamination appeared to be limited to the area immediately beneath and around the USTs. Beyond the UST excavation, soil contamination appeared to be in lower concentrations and limited to a thin zone immediately above the water table. Much of the impacted soil underlying the USTs was removed for off-site treatment.

Groundwater contamination appeared to extend to the north with spreading to the east and west. Significant groundwater contamination did not appear to extend to the south of the UST excavation. The distribution of contamination suggests that groundwater flows generally to the north.

Westech Environmental conducted a closure of the USTs on September 14, 2006. Four closure samples (SS-1 through SS-4) were collected and a test pit (SS-5) was dug in the bottom of the UST excavation to evaluate vertical migration, see Exhibit A.

On October 5, 2006, Westech drilled five monitoring wells (B-1 through B-5) to evaluate the extent of impact. One soil and one groundwater sample were collected from each boring and submitted for analysis, see Exhibit A.

On December 7, 2006, Westech collected four soil confirmation samples (SS-6 through SS-9) following the excavation of petroleum-affected soils noted at the time of UST removal. The soil samples were collected from the limits of the excavation and denote the progress of cleanup and remaining in-place petroleum derived contaminants. One soil sample was collected from each soil-sampling location and submitted for analysis, see Exhibit A.

Copies of all reports and other documents relating to investigations and site remediation and this Environmental Covenant are on file (Facility ID No. 1200600 and Release ID 'EMDA') and may be reviewed at the DEQ, Division of Environmental Response and Remediation office located at 168 North 1950 West, Salt Lake City, Utah until archived.

## **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. Property. This Environmental Covenant concerns 2360 Kiesel Avenue, Ogden, Utah 84401, Lot 10b, Parcel No. 011030003, owned by Ogden City Redevelopment Agency, located in Ogden, Weber County, Utah, and more particularly described in Exhibit B attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Ogden City Redevelopment Agency ("Owner") which is located at 2549 Washington Blvd, Suite 420, Ogden, Utah 84401 is the owner of the Property in fee simple. Consistent with Paragraph 6 of this Environmental Covenant, the obligations of the Owner are imposed on 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. Holders. Owner, whose address is listed above, The Junction Condominium Association, Inc., which is located at 90 South 400 West Suite 200, Salt Lake City, Salt Lake County, Utah 84101, Boyer Ogden Mall, LC, which is located at 90 South 400 West Suite 200, Salt Lake City, Salt Lake County, Utah 84101 and Liberty Junction, LLC, located at 6440 South Wasatch Blvd. Suite 100, Salt Lake City, Salt Lake County, Utah 84121 are the holders 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. Groundwater Limitations In order to prevent exposure to contaminated ground water, extraction or use of ground water, except for investigation or remediation thereof, is prohibited.

B. Soil Limitations In order to protect in-place remedial systems, to prevent exposures caused by any mixing of contaminated subsurface soils with "clean" surface soils, and to prevent contact with subsurface contamination during excavation, excavations over 12 feet in depth are prohibited, excepting conditions described in the 5C Disturbance Limitations.

C. Disturbance Limitations The Owner shall prevent human contact with the petroleum-impacted soils (Impacted Soils) that were left in-place (see "Tank Location" in Exhibit C). Excavation or disturbance of the Impacted Soils is allowed, provided the Impacted Soils are managed according to the current environmental rules and regulations, workers are notified of the Impacted Soils and provided with proper health and safety procedures and the future use in this area is consistent with the commercial exposure scenario. Before excavating or disturbing Impacted Soils, the Owner shall notify the DEQ and ensure any contaminated material will be properly managed.

D. Notification If any event or action by or on behalf of a person or entity who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11 below, constitutes a breach of the activity and use

limitations, Owner or Transferee shall notify the DEQ within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and DEQ.

E. Utility Repair and Installation Limitations The Owner will prevent any utility work from being conducted within the Impacted Soils area (see "Tank Location" in Exhibit C) unless arrangements are made to properly handle the soil generated and to ensure the safety of workers. The Owner is responsible to coordinate with any utility companies that need to excavate within the Impacted Soils area to ensure the Impacted Soils are managed according to the current environmental rules and regulations, workers are notified of the Impacted Soils and provided with proper health and safety procedures and the future use in this area is consistent with the commercial exposure scenario. Before excavating or disturbing Impacted Soils, the Owner shall notify the DEQ and ensure any contaminated material will be properly managed.

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 the DEQ from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to the DEQ and the Holders and their respective agents, contractors, and employees; (see Utah Code Ann. §§ 57-25-104(2)(c) and 57-25-111(1)) the right of access to the Property for inspection, implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Upon request, Owner or any Transferee or Holder shall submit written documentation to the 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 \_\_\_\_\_, 2008, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER ON \_\_\_\_\_, 2008, IN [DOCUMENT \_\_\_\_\_, or BOOK \_\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: [Insert verbatim all of section 5, entitled "Activity and Use Limitations" in the Environmental Covenant.]

Owner shall notify the DEQ and the "Holders" 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 un-surveyed plat that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represent 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 the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant;
  - E. 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
  - F. to the extent that any other interests in or encumbrances on the Property conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, pursuant to Utah Code Ann. §§ 57-25-103(4)(a).

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, or the Transferee, or the Holder 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 DEQ and to the Owner holding title at the time the amendment or termination is recorded if different than the person recording the instrument. The following parties waive the right to consent to amendment or termination and also consent to recording of any instrument related to the amended or terminated Environmental Covenant: Ogden City Redevelopment Agency for itself, as Owner and for future Owners and Transferees who do not own or hold an interest in the Property as of the date of amendment or termination, Boyer Ogden Mall, LC, Liberty Junction, LLC, and The Junction Condominium Association, Inc.

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 Weber County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the DEQ; the City of Ogden; Ogden City Redevelopment Agency, Boyer Ogden Mall, LC, Liberty Junction, LLC, and The Junction Condominium Association, Inc.

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

Mark Crim, Project Manager  
Facility ID: 1200600  
Release ID: EMDA  
Division of Environmental Response and Remediation  
DEQ  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Boyer Ogden Mall, L.C.  
The Boyer Company  
ATTN: Jacob Boyer  
90 South 400 West Suite 200  
Salt Lake City, Utah 84101

Liberty Junction, L.L.C.  
Cowboy Partners, LLC  
ATTN: Mark Cornelius  
6440 South Wasatch Blvd Suite 100  
Salt Lake City, Utah 84121

The Junction Condominium Association, Inc.  
ATTN: Jacob Boyer  
90 South 400 West Suite 200  
Salt Lake City, Utah 84101

Ogden City Redevelopment Agency  
ATTN: Brandon Cooper, Project Coordinator  
2549 Washington Blvd Suite 420  
Ogden, Utah 84401

16. Governmental Immunity. In executing this covenant, the DEQ does not waive governmental immunity afforded by law. The Holders and the Owner, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably releases and covenants 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.

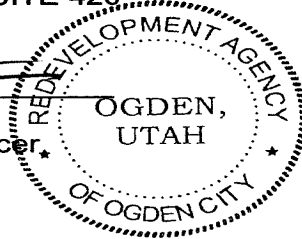
The undersigned representative of Owner and "Holders" represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

OGDEN CITY REDEVELOPMENT AGENCY  
2549 WASHINGTON BLVD, SUITE 420  
OGDEN, UTAH 84401

By: [Signature] Date 2-27-09

Name: John Patterson  
Title: Chief Administrative Officer

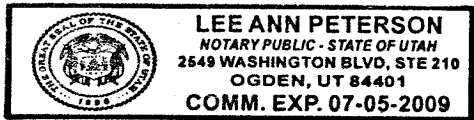


ATTEST:  
[Signature]  
City Recorder  
State of Utah )  
County of Weber )

) ss:

Before me, a notary public, in and for said county and state, personally appeared John Patterson, a duly authorized representative of the Ogden City Redevelopment Agency, who acknowledged to me that he did execute the foregoing instrument on behalf of the Ogden City Redevelopment Agency.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 27<sup>th</sup> day of Feb., 2009.



[Signature]  
Notary Public  
My Commission expires: 7-5-09



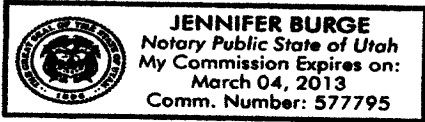
UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

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: Brad T Johnson 4/8/2009  
Name: Brad T Johnson Date  
Title: Executive Secretary (UST)  
Utah Solid and Hazardous Waste Control Board

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

Before me, a notary public, in and for said county and state, personally appeared Brad T Johnson, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this 08 day of April, 2009.



Jennifer Burge  
Notary Public  
My Commission expires: 3-4-13

Boyer Ogden Mall, L.C., BY ITS MANAGER  
The Boyer Company  
90 SOUTH 400 WEST SUITE 200  
SALT LAKE CITY, UTAH 84101

By: Jacob L. Boyer  
Name: Jacob L. Boyer  
Title: Manager

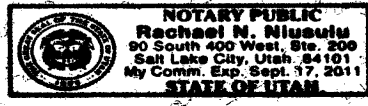
February 25, 2009  
Date

State of Utah )  
County of Salt Lake )

ss:

Before me, a notary public, in and for said county and state, personally appeared Jacob L. Boyer, a duly authorized representative of , who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Boyer Ogden Mall, L.C.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25<sup>th</sup> day of Feb, 2009

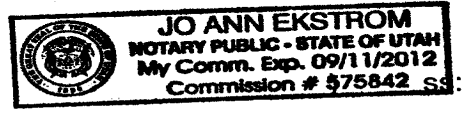


Rachael Nusselt  
Notary Public  
My Commission expires: 9-27-11

LIBERTY JUNCTION, L.L.C., BY ITS MANAGER  
Cowboy Partners, LLC  
6440 SOUTH WASATCH BLVD  
SUITE 100  
SALT LAKE CITY, UTAH 84121

By: [Signature] 2/23/09  
Name: Mark Cornelius Date  
Title: V.P. of Liberty Junction L.L.C.

State of Utah  
County of Salt Lake



Before me, a notary public, in and for said county and state, personally appeared Mark Cornelius, a duly authorized representative of , who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of V.P. Liberty Junction LLC

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23 day of February 2009

[Signature]  
Notary Public  
My Commission expires: 9/11/12

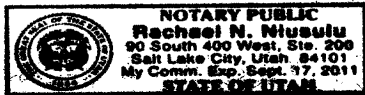
THE JUNCTION CONDOMINIUM ASSOCIATION, INC.  
90 SOUTH 400 WEST SUITE 200  
SALT LAKE CITY, UTAH 84101

By: *Jacob L. Boyer*  
Name: Jacob L. Boyer  
Title: President of The Junction Condominium Association, Inc.  
Date: February 25, 2009

State of Utah )  
County of Salt Lake ) ss:

Before me, a notary public, in and for said county and state, personally appeared Jacob L. Boyer, a duly authorized representative of , who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of The Junction Condominium Association, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25<sup>th</sup> day of Feb, 2009



*Rachel N. Ntusulu*  
Notary Public  
My Commission expires: 9-17-11

EXHIBIT A  
Westech Report 12.29.06



**A DIVISION OF WESTECH EQUIPMENT**

195 WEST 3900 SOUTH • P.O. BOX 57307 • SALT LAKE CITY, UTAH 84157-0307  
801-266-2545 • TOLL FREE 800-433-8831 • 24 HOUR FAX 801-261-4054

December 29, 2006

Kamie Gieger  
Ogden City Economic Development  
2549 Washington Boulevard  
Ogden, Utah 84401

Re: Results of Soil removal Activities  
Ogden RDA Lot 10  
2360 Kiesel Avenue  
Ogden, Utah  
Facility Identification Number 1200600

Dear Ms. Gieger:

Westech Environmental is pleased to submit this letter documenting results of soil removal activities conducted at the referenced site.

**Introduction**

Two USTs were discovered during construction activities at the site and were removed on September 14, 2006. Analyses of closure samples indicated that soil was impacted in excess of tier 1 screening levels. Subsequent investigation activities indicated that significant soil commination appears to be limited to the area immediately beneath and around the USTs. Beyond the UST excavation, the soil contamination appears to be in lower concentrations and limited primarily to a thin zone immediately above the water table.

Groundwater contamination appears to extend to the north with spreading to the east and west. The southern extent of groundwater contamination appears to be more limited. While the groundwater gradient could not be practically evaluated, the distribution of contamination suggests that groundwater flow is generally to the north. Details of the investigation activities are presented in Westech's *Limited Site Investigation Report* dated October 25, 2006.

**Soil Removal Activities**

Soil removal activities were conducted on December 4 and 6, 2006. Soil underlying the USTs was transported to the Ogden City Airport for aeration. The Utah Division of Air Quality and the Weber/Morgan Health Department approved aeration activities. Notification of the activities was provided to the Division of Environmental Response and Remediation on November 21, 2006.

Soil was removed from beneath the USTs to the depth of the water table and outward to the extent practicable. Confirmatory soil samples were collected immediately above the water table to evaluate the effectiveness of the removal. The approximate dimensions of the excavation and location of the confirmatory samples are shown on the site map presented as Figure 1.

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STRIVING FOR A SAFE ENVIRONMENT



The confirmatory samples were analyzed for methyl tertiary butyl ether, benzene, toluene, ethylbenzene, total xylenes, naphthalene (MBTEXN), and gasoline-range total petroleum hydrocarbons (TPH-GRO) using methods 8260B/5030B and diesel-range total petroleum hydrocarbons (TPH-DRO) by method 8015B. Results of the sampling are summarized in Table 1 and a copy of the laboratory report is attached. Results of the analyses indicate that none of the confirmatory samples contained petroleum hydrocarbons in excess of tier 1 screening levels.

#### **Conclusions**

Results of the site investigation indicated that the extent of significant soil contamination was limited to the area immediately beneath and around the USTs. Results of the soil removal activities appear to confirm this conclusion and indicate that the most significantly impacted soil has been removed.

Groundwater contamination remains at the site and appears to extend to the north with spreading to the east and west. The southern extent of groundwater contamination appears to be more limited. While the groundwater gradient has not been evaluated, the distribution of contamination suggests that groundwater flow direction is generally to the north. Efforts to address the groundwater contamination can be evaluated and presented in a forthcoming corrective action plan.

Our services consist of professional opinions made in general accordance with locally accepted environmental practices at the time of execution. Environmental samples are obtained from specific locations, utilizing methodologies consistent with the Utah Department of Environmental Quality Guidelines. Westech makes no guarantee, either expressed or implied, that the analytical results accurately represent subsurface conditions throughout the site.

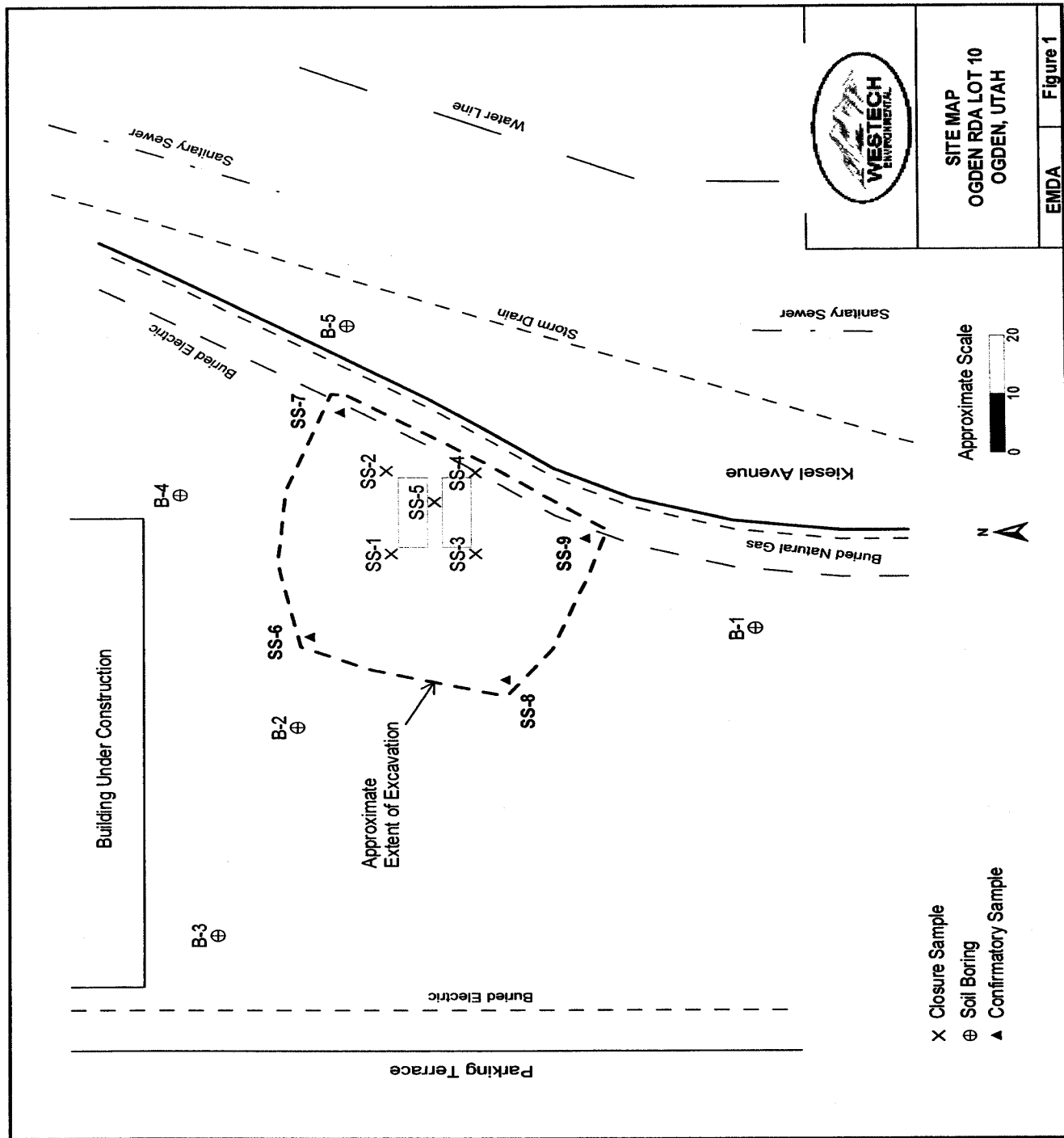
If you have questions or comments relating to this information, please contact us at 801-266-2545.

Sincerely,

**Taber DeHart, P.G., CC113**  
Environmental Scientist

Attachments: Utility Testing Laboratory Report Number 120706

Cc: Mark Crim, DERR



**SITE MAP**  
**OGDEN RDA LOT 10**  
**OGDEN, UTAH**

EMDA Figure 1

Approximate Scale  
 0 10 20

- X Closure Sample
- ⊕ Soil Boring
- ▲ Confirmatory Sample

TABLE 1  
SUMMARY OF SOIL CHEMISTRY DATA  
OGDEN RDA LOT 10, OGDEN, UTAH

Sample Location	Date	Sample Depth (feet)	MTBE (mg/kg)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	Naphthalene (mg/kg)	TPH GRO (mg/kg)	TPH DRO (mg/kg)
Closure Chemistry										
SS-1	9/14/06	8	<11	<11	<11	19	120	17	890	1,600
SS-2	9/14/06	8	<11	<11	<11	39	230	26	1,900	2,900
SS-3	9/14/06	8	<11	<11	<11	33	240	30	1,600	2,700
SS-4	9/14/06	8	<11	<11	20	100	700	64	4,500	3,400
SS-5	9/14/06	12	<12	<12	17	53	360	23	2,100	1,300
Investigation Chemistry										
B-1	10/5/06	12	<0.120	<0.120	<0.120	<0.120	<0.360	0.308	<10.00	<10.00
B-2	10/5/06	14	<0.130	<0.130	<0.130	<0.130	<0.390	0.227	<10.00	<10.00
B-3	10/5/06	12	<0.120	<0.120	<0.120	<0.120	<0.360	0.154	<10.00	<10.00
B-4	10/5/06	12	<0.450	<0.450	<0.450	<0.450	<1.350	0.779	<40.00	37.2
B-6	10/5/06	12	<1.300	<1.300	<1.300	11.2	66.8	9.28	335	556
Confirmation Chemistry										
SS-6	12/7/06	13	<0.230	<0.230	<0.230	<0.230	<0.690	0.290	<20.00	22.18
SS-7	12/7/06	13	<0.220	<0.220	9.25	17.7	61.9	8.19	371	1,670
SS-8	12/7/06	13	<0.220	<0.220	0.565	3.50	25.9	8.60	123	409
SS-9	12/7/06	13	<0.140	<0.140	<0.140	<0.140	<0.420	0.245	<13.00	<10.00
<b>Initial Screening Levels:</b>			<b>0.3</b>	<b>0.2</b>	<b>9</b>	<b>5</b>	<b>142</b>	<b>51</b>	<b>150</b>	<b>500</b>
<b>Tier 1 Screening Levels:</b>			<b>0.3</b>	<b>0.9</b>	<b>25</b>	<b>23</b>	<b>142</b>	<b>51</b>	<b>1,500</b>	<b>5,000</b>

Notes: < Indicates not detected above given detection limit.  
Bold values, if any, are in excess of Tier 1 screening levels.



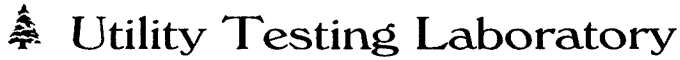
TABLE 2  
SUMMARY OF GROUNDWATER CHEMISTRY DATA  
OGDEN RDA LOT 10, OGDEN, UTAH

Well Number	Reference Elevation	Date	Groundwater Depth (feet TOC)	Groundwater Elevation (feet)	MTBE (mg/L)	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)	Naphthalene (mg/L)	TPH GRO (mg/L)	TPH DRO (mg/L)
B-1	100.00	10/5/06	13.63	86.37	<0.002	<0.002	<0.002	<0.002	<0.006	<0.002	<0.50	<0.50
B-2	99.92	10/5/06	13.56	86.36	<0.011	0.029	0.388	1.32	2.35	0.675	7.67	66.3
B-3	99.59	10/5/06	13.28	86.31	<0.003	<0.003	<0.003	<0.003	0.016	0.016	<0.50	1.95
B-4	99.26	10/5/06	12.89	86.37	<0.110	<0.110	1.87	2.42	14.9	3.83	74.8	55.5
B-5	97.94	10/5/06	11.58	86.36	<0.011	0.087	0.111	0.969	2.75	1.15	13.0	18.7
					<b>Initial Screening Levels:</b>							
					0.2	0.005	1	0.7	10	0.7	1	1
					<b>Tier 1 Screening Levels:</b>							
					0.2	0.3	3	4	10	0.7	10	10

Notes: < Indicates not detected above given detection limit.

Bold values, if any, are in excess of Tier 1 Screening levels.

Groundwater depths measured from top of casing.



1615 W. 2200 S. Suite A  
 Salt Lake City, Utah 84119  
 Toll Free: (888)485-8941  
 Phone (801) 485-8941  
 Fax (801) 467-0065

**Analytical Report**

**Client:** Westech  
 195 W. 3900 S.  
 Salt Lake City, UT. 84115

**Project:** Ogden RDA Lot 10

**Attn:** Taber DeHart

**Client Field ID:** SS-6 @ 13'  
**Laboratory ID:** 120706-06

**Date Received:** 12/07/2006  
**Date Collected:** 12/06/2006  
**Collection Time:**

**Analysis:** TPH DRO/GRO  
 MBTEXN  
**Matrix:** Soil- Dry % Moisture = 7  
**Sample Received By:** Becky Holubek

Parameter	Date Analyzed	Method	Reporting Limit (mg/Kg)	Test Results Limit (mg/Kg)
TPH DRO (C10 to C28)	12/11/2006	SW-846 8015B Modified	10.00	22.18
TPH GRO (C6 to C10)	12/12/2006	SW-846 8260B/5030A	20.00	< 20.00
Methyl tert-butyl ether	12/12/2006	SW-846 8260B/5030A	0.230	< 0.230
Benzene	12/12/2006	SW-846 8260B/5030A	0.230	< 0.230
Toluene	12/12/2006	SW-846 8260B/5030A	0.230	< 0.230
Ethylbenzene	12/12/2006	SW-846 8260B/5030A	0.230	< 0.230
Xylenes, Total	12/12/2006	SW-846 8260B/5030A	0.690	< 0.690
Naphthalene	12/12/2006	SW-846 8260B/5030A	0.230	0.290

**Dilution Factor Used:** GRO 2  
 DRO 1  
 MBTEXN 231

**Approved by:** \_\_\_\_\_  
 Becky Holubek, Laboratory Director

**Date of Issue:** 14-Dec-06



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**Analytical Report**

<b>Client:</b> Westech 195 W. 3900 S. Salt Lake City, UT. 84115	<b>Project:</b> Ogden RDA Lot 10
<b>Attn:</b> Taber DeHart	<b>Client Field ID:</b> SS-7 @ 13' <b>Laboratory ID:</b> 120706-07
<b>Date Received:</b> 12/07/2006	<b>Analysis:</b> TPH DRO/GRO MBTEXN
<b>Date Collected:</b> 12/06/2006	<b>Matrix:</b> Soil- Dry % Moisture = 5
<b>Collection Time:</b>	<b>Sample Received By:</b> Becky Holubek

Parameter	Date Analyzed	Method	Reporting Limit (mg/Kg)	Test Results Limit (mg/Kg)
TPH DRO (C10 to C28)	12/11/2006	SW-846 8015B Modified	10.00	1670 **
TPH GRO (C6 to C10)	12/12/2006	SW-846 8260B/5030A	20.00	371
Methyl tert-butyl ether	12/12/2006	SW-846 8260B/5030A	0.220	< 0.220
Benzene	12/12/2006	SW-846 8260B/5030A	0.220	< 0.220
Toluene	12/12/2006	SW-846 8260B/5030A	0.220	9.25 **
Ethylbenzene	12/12/2006	SW-846 8260B/5030A	0.220	17.7 **
Xylenes, Total	12/12/2006	SW-846 8260B/5030A	0.660	61.9 **
Naphthalene	12/12/2006	SW-846 8260B/5030A	0.220	8.19

\*\* Estimated Value, analyte(s) detected above calibration range

Dilution Factor Used: GRO 2  
 DRO 1  
 MBTEXN 217

Approved by: \_\_\_\_\_  
 Becky Holubek, Laboratory Director

Date of Issue: 14-Dec-06



## Utility Testing Laboratory

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## Analytical Report

**Client:** Westech  
195 W. 3900 S.  
Salt Lake City, UT. 84115  
**Attn:** Taber DeHart

**Project:** Ogden RDA Lot 10  
**Client Field ID:** SS-8 @ 13'  
**Laboratory ID:** 120706-08

**Date Received:** 12/07/2006  
**Date Collected:** 12/06/2006  
**Collection Time:**

**Analysis:** TPH DRO/GRO  
MBTEXN  
**Matrix:** Soil- Dry % Moisture = 6  
**Sample Received By:** Becky Holubek

Parameter	Date Analyzed	Method	Reporting Limit (mg/Kg)	Test Results Limit (mg/Kg)
TPH DRO (C10 to C28)	12/11/2006	SW-846 8015B Modified	10.00	409 ** $\diamond$
TPH GRO (C6 to C10)	12/12/2006	SW-846 8260B/5030A	20.00	123
Methyl tert-butyl ether	12/12/2006	SW-846 8260B/5030A	0.220	< 0.220
Benzene	12/12/2006	SW-846 8260B/5030A	0.220	< 0.220
Toluene	12/12/2006	SW-846 8260B/5030A	0.220	0.565
Ethylbenzene	12/12/2006	SW-846 8260B/5030A	0.220	3.50
Xylenes, Total	12/12/2006	SW-846 8260B/5030A	0.660	25.9
Naphthalene	12/12/2006	SW-846 8260B/5030A	0.220	8.60

$\diamond$  Matrix Spike outside acceptance limits- biased high  
\*\* Estimated Value, analyte(s) detected above calibration range

Dilution Factor Used: GRO 2  
DRO 1  
MBTEXN 225

Approved by: \_\_\_\_\_  
Becky Holubek, Laboratory Director

Date of Issue: 14-Dec-06



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### Analytical Report

**Client:** Westech  
195 W. 3900 S.  
Salt Lake City, UT. 84115  
**Attn:** Taber DeHart

**Project:** Ogden RDA Lot 10  
**Client Field ID:** SS-9 @ 13'  
**Laboratory ID:** 120706-09

**Date Received:** 12/07/2006  
**Date Collected:** 12/06/2006  
**Collection Time:**

**Analysis:** TPH DRO/GRO  
MBTEXN  
**Matrix:** Soil- Dry % Moisture = 4  
**Sample Received By:** Becky Holubek

Parameter	Date Analyzed	Method	Reporting Limit (mg/Kg)	Test Results Limit (mg/Kg)
TPH DRO (C10 to C28)	12/11/2006	SW-846 8015B Modified	10.00	< 10.00
TPH GRO (C6 to C10)	12/11/2006	SW-846 8260B/5030A	13.00	< 13.00
Methyl tert-butyl ether	12/11/2006	SW-846 8260B/5030A	0.140	< 0.140 ◇
Benzene	12/11/2006	SW-846 8260B/5030A	0.140	< 0.140 ◇
Toluene	12/11/2006	SW-846 8260B/5030A	0.140	< 0.140
Ethylbenzene	12/11/2006	SW-846 8260B/5030A	0.140	< 0.140
Xylenes, Total	12/11/2006	SW-846 8260B/5030A	0.420	< 0.420
Naphthalene	12/11/2006	SW-846 8260B/5030A	0.140	0.245

◇ Matrix Spike outside acceptance limits- biased low

Dilution Factor Used: GRO 1.3  
DRO 1  
MBTEXN 144

Approved by: \_\_\_\_\_  
Becky Holubek, Laboratory Director

Date of Issue: 14-Dec-06

# Utility Testing Laboratory

## SAMPLE RECORD/ANALYSIS REQUEST

1615 W. 2200 S. Suite A Salt Lake City, Utah 84119 Phone: 801-465-8941 FAX: 801-467-0065 <http://www.ut-labs.com>

Project Number:		Project Name: <i>Debra RDA Lot 10</i>		Analysis			Report To (print):	
P.O. Number:		Sampler's Signature: <i>Talor DeHart</i>						
Date Sampled	Sample Time	Sample Identification / Location	TOH-GRO	TOH-D20	MBTEXN	No. of cont. Matrix	REMARKS	
12-6-06		55-6 Q13'	X	X	X	1		
"		55-7 Q13'	X	X	X	1		
"		55-8 Q13'	X	X	X	1		
"		55-9 Q13'	X	X	X	1		
Relinquished (signature):		Date/Time: 12-7-06	Received (signature):	Date/Time: 12-7-06	SEND RESULTS TO (Company Name)		CONDITION OF SAMPLES	
<i>Talor DeHart</i>		10:20	<i>Debra Hovine</i>	10:20	<i>Westch</i>			
Relinquished (signature):		Date/Time:	Received (signature):	Date/Time:	To the attention of:		Samples Chilled: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
					<i>Talor DeHart</i>		Seals Intact: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Relinquished (signature):		Date/Time:	Received (signature):	Date/Time:	Address:		Preservation Indicated: <input type="checkbox"/> Yes <input type="checkbox"/> No	
							Remarks: <i>DNIC</i>	
COMMENTS:		Phone: <i>266-2545</i>		e-mail / Fax: <i>Talor.Dehart@ut-labs.com</i>				

**EXHIBIT B**  
**Legal Description of Property**


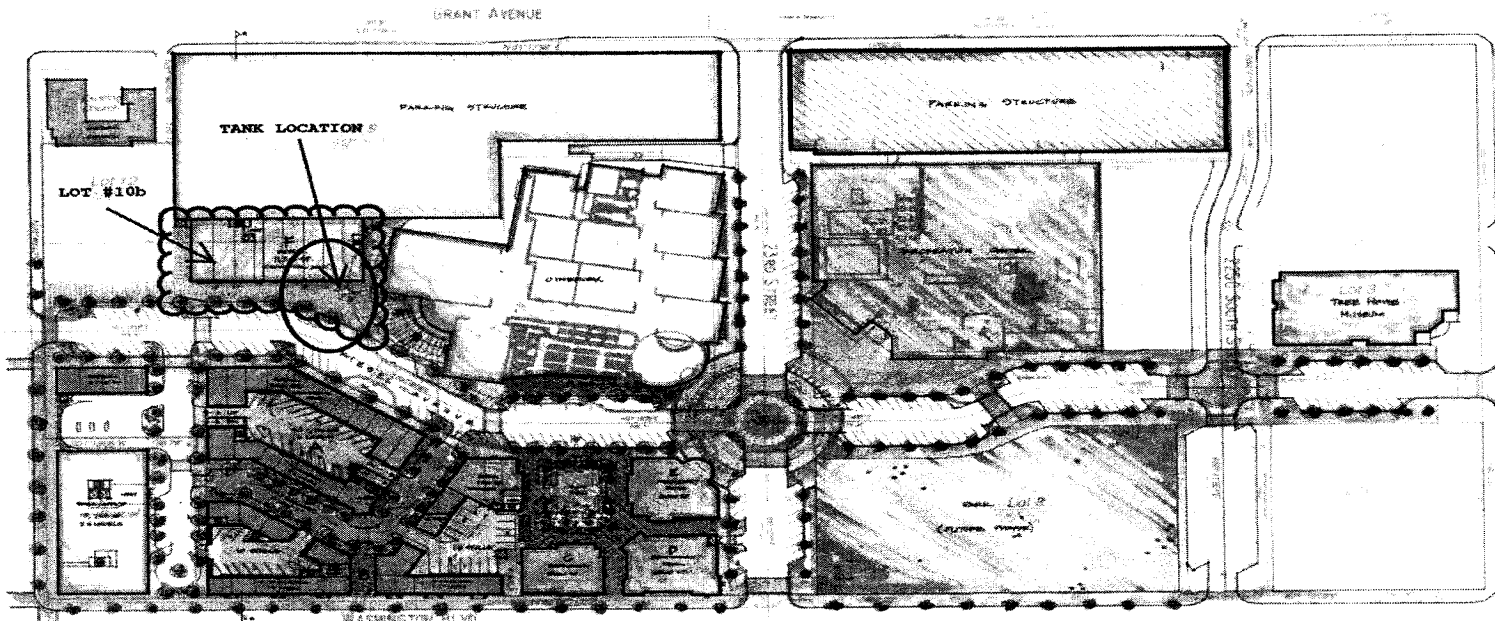
PARCEL # 011030003   
RESIDENTIAL UNIT F101, JUNCTION CODOMINIUMS (THE) OGDEN  
CITY, WEBER COUNTY, UTAH.  
PART OF SECTION 29, T.6N, R.1W, S.L.B & M  
N 1° 17' 41" E; S 88° 38' 55" E; S 33° 38' 38" W; S 1° 18' 08" W; N 88° 48' 43" W

EXHIBIT C  
Tank Location



GARDEN CITY CENTER - BLOCKS 32 & 39

SCALE: 1" = 40'-0"

GROUND LEVEL

SUMMARY DATA

BLK/LOT	AREA (SQ. FT.)	NO. OF UNITS	FLOOR AREA (SQ. FT.)	BLK. NO.
A	41	16	1.1	32/39
B	42	46	1.1	30/31
C	43	46	1.1	30/31

MASTER REDEVELOPMENT PLAN

DATE: 30 DECEMBER 2005

ARCHITECT  
BENTON DESIGN GROUP  
THE BOYER COMPANY