

WHEN RECORDED RETURN TO:



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DOUG CROFTS, WEBER COUNTY RECORDER
18-JAN-02 338 PM FEE \$0.00 DEP JPM
REC FOR: OGDEN.CITY

No. DACA05-9-01-607

QUITCLAIM DEED

**FORMER DEFENSE DISTRIBUTION DEPOT OGDEN, UTAH
WEBER COUNTY, UTAH**

THIS DEED is made and entered into between the UNITED STATES OF AMERICA, (the "Grantor") acting by and through the SECRETARY OF THE ARMY, acting by and through the Deputy Assistant Secretary of the Army ("I&H"), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510, Title XXIX; 10 U.S.C. § 2687 note), and OGDEN CITY, a Utah Municipal Corporation, acting as the Ogden Local Redevelopment Authority (the "Grantee"). The term Grantor, wherever used herein, and any pronouns used in place thereof, shall include the United States of America and its assigns. The term Grantee, wherever used herein, and any pronouns used in place thereof, shall mean Ogden City Corporation, a Utah municipal corporation, unless otherwise specifically provided herein.

WITNESSETH THAT:

WHEREAS, the 1995 Defense Base Closure and Realignment Commission, pursuant to Public Law 101-510, as amended, required the Department of Defense to close the military installation formerly known as the Defense Distribution Depot Ogden, Utah (the "Former DDOU"), and in connection therewith dispose of certain surplus real and personal property, and has made a final disposal decision with respect thereto; and

WHEREAS, the Grantor is the owner of certain real property located within the Former DDOU, a portion of which is to be herein conveyed, which portion is hereinafter referred to as the

183

15

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

Property, consisting of 6 parcels identified as Parcels 9A, 9B, 10, 11, 12 and 13 containing a total of 239.85 acres and more fully described at Exhibits A-1, A-2, A-3, A-4, and A-5 attached hereto and made a part hereof; and

WHEREAS, the Grantor for purposes of Public Law 101-510, Section 2905(b)(4)(A) as amended (Public Law 101-510 Section 2905 as amended by Public Law 103-160 Section 2903), has recognized the Grantee as the redevelopment authority with regard to the Former DDOU; and

WHEREAS, the Grantor, as authorized by Public Law 101-510, as amended, and implementing regulations, has determined the Grantee's Economic Development Conveyance Application meets the criteria for conveyance to assist economic development and has accepted the Grantee's application and made a final disposal decision with regard to the Property as documented in that certain Contract of Purchase Agreement, dated May 5, 1999, a copy of which is located in the administrative files of the U.S. Army Corps of Engineers, Sacramento District, Real Estate Division; and

WHEREAS, the Property is part of the Former DDOU, which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List ("NPL"), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on July 22, 1987; and

WHEREAS, the Grantor has provided the Grantee with a copy of the DDOU Federal Facility Agreement ("FFA") and all amendments thereto, entered into by EPA Region VIII, the Utah Department of Health (predecessor to the Utah Department of Environmental Quality ("UDEQ")), and the Defense Logistics Agency, that was effective on November 30, 1989; and

WHEREAS, the Utah State Historic Preservation Office has determined that the requirements of the Memorandum of Agreement Among the United States Army, Utah State Historic Preservation Officer, and the Advisory Council on Historic Preservation for the Historic Properties of the Defense Distribution Depot Ogden, Utah, have been completed and are acceptable; and

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

WHEREAS, with regard to the Property, the Grantor represents it has fulfilled the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

A. NOW, THEREFORE, the Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, grant, convey and quitclaims to the Grantee, all right, title, interest, claim and demand, which the Grantor has in and to the Property, including all land and buildings, facilities, fixtures located therein; including water and sewer lines and associated infrastructure, steam plant and steam heat distribution pipes and associated infrastructure; roadways, railroads, bridges, improvements thereon, together with all and singular, the appurtenances, hereditaments, improvements, tenements, thereunto belonging or in any way appertaining, and the reversions, remainders, issues, profits and rent thereof, and the temporary appurtenant easements provided herein, except as hereinafter otherwise expressly provided, but reserving certain exclusions, reservations, covenants, conditions, and restrictions of this Deed.

1. WATER RIGHTS

If the Grantor has any water rights appurtenant to the Property, they are conveyed, subject to the provisions of the paragraph C.2.c(2) of FEDERAL FACILITIES AGREEMENT herein.

2. RAILROAD FACILITIES CONVEYED

All railroad facilities and systems within the Property are conveyed.

3. TEMPORARY APPURTENANT EASEMENTS

Temporary, non-exclusive appurtenant easements are conveyed with the Property which include easements over and across those portions of the Former DDOU, as depicted in Exhibit B incorporated herein by reference, which have not yet been conveyed under the Contract (the "Remaining Property") including: (1) existing roadways which are necessary to provide access to 2nd Street, 400 North and 12th Street (the Roadways); (2) easements for use of railroad facilities and systems accessing the Property conveyed herein; and (3) all necessary easements for utility services for the Property conveyed herein, including, but not limited to, water, sewer, electrical power, natural gas, and telecommunications, provided that any new utility or railroad

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

routes are subject to Grantor's approval. The temporary appurtenant easements granted herein shall not require the Grantee to maintain such Roadways, railroad lines or utility easements, except as specifically provided herein or as otherwise agreed between the parties. Such temporary appurtenant easements shall terminate on conveyance of the Remaining Property burdened by such easement. By accepting such temporary appurtenant easements, the Grantee agrees to the following terms and conditions:

a. Except in the case of an emergency, the Grantee will provide the fee owner of the land subject to an easement for utility services, but not roadways or railroads, prior written notice of its entry onto the easement area for purposes of construction and/or maintenance work;

b. In the utilization of any easement rights granted herein, exercise due care in the performance of excavations and other work required herein and restore the easement lands following such work to their previous condition to the greatest extent reasonably possible, as determined by the Grantor;

c. To comply with all applicable federal, state and local laws and lawful existing regulations;

d. When conducting activities pursuant to the easement rights granted herein, to take such soil and resource conservation and protection measures on the land covered by the easements as required under applicable law;

e. To pay to the Grantor the full value for all damages to the lands or other property of the United States caused by the Grantee or its employees, contractors, or employees of the contractors arising from its use, occupancy, or operations within the easement areas, provided that all work done as authorized under this grant of easement shall not be considered as damages to lands; and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands by the Grantee, its grantees, permittees or lessees under the easements, except where such liability arises as a result of negligent acts of the United States, its employees, or contractors;

f. To allow the occupancy and use by the Grantor, its grantees, permittees, or lessees any part of the easement

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

areas not actually occupied or required for the purpose of the full and safe utilization thereof by the Grantee, its grantees, permittees, or lessees. The Grantor will use its best efforts to not compromise the ability of the Grantee to use the easements for their intended purpose as set forth herein;

g. That the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;

h. That any transfer of the easements by assignment, lease, operating agreement, or otherwise, must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;

i. That unless otherwise provided, no interest granted shall give the Grantee any right to remove any material, earth, or stone for consideration or other purposes except as necessary in exercising its rights hereunder;

j. That a rebuttable presumption of abandonment of any of the easements is raised by the failure of the Grantee to continue use for any continuous two (2) year period an easement for the purpose for which it was granted hereby; and that, in the event of such abandonment, the Grantor will notify the Grantee of its intention to terminate the easement for abandonment sixty (60) days from the date of the notice, unless prior to the end of said sixty (60) day period the Grantee either resumes its use of the easement or demonstrates conclusively that said resumption of use will occur within a reasonable amount of time thereafter, not to exceed an additional ninety (90) day period, or indicates in writing within sixty (60) days that such easement may be necessary in the next four (4) years;

k. To restore any utility service easement area to its previous condition so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the fee owner;

l. Any appurtenant easement granted herein shall terminate, and merge therewith, upon the conveyance to the Grantee of the portion of the Remaining Property burdened by such easement;

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

m. No appurtenant right or easement granted herein shall be in derogation of any utility easements or any sublease of existing utility facilities heretofore or hereafter granted to any utility provider. The intent of such appurtenant easements is to enable the Grantee and any successor in interest to make adequate provisions for utilities if such utilities are not otherwise available; and

n. Costs for Maintenance of Appurtenant Easements:

(1) Grantee or its successor in interest shall assume all obligations and associated costs related to any development, construction and maintenance of any new utility easements, including any utility facilities constructed therein, which are constructed solely for the benefit of any particular parcel or lot located within the Property and are not part of the overall utility facilities located at the Former DDOU, which are still owned by the Grantor.

(2) Some of the costs of maintenance of the roadways and water and sewer facilities, which serve all of the Former DDOU, including the Property and the Remaining Property, are currently provided by Cooperative Agreement No. DASW01-97-2-00, as last amended, February 8, 2000. To the extent roadways, and/or water and sewer facilities are leased to the Grantee, maintenance responsibilities of such roadways and/or water and sewer facilities, are assumed by the Grantee under such lease provisions. Existing electrical, gas, and telecommunication lines serving all of the Former DDOU, including the Property and the Remaining Property, are currently subleased to various utility providers, who assume responsibility for maintenance responsibilities.

(3) If at any time in the future, prior to lease or conveyance of the Remaining Property to the Grantee, caretaker monies are no longer available for the roadways, railroad facilities and systems, or utility facilities, and maintenance responsibilities for the roadways, railroad facilities and systems and/or utility facilities are not otherwise provided by the Grantee under existing or future leases, Grantor shall use its best efforts to provide minimum maintenance of the roadways, railroad facilities and systems, and utility facilities appurtenant to the Property, as funds are made available for such purposes. In the event budgetary funds are

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

inadequate or if necessary maintenance is not otherwise provided, Grantee shall have the right to enter the Remaining Property and provide such maintenance of the roadways, railroad facilities and systems and utilities as determined by the Grantee to be necessary for the continued use and possession of the Property conveyed herein, at its own expense.

B. EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS

1. The Grantor hereby reserves the following easements for the benefit of the lands retained by the Grantor:

a. A non-exclusive easement for ingress and egress over existing roadways necessary to access 2nd Street, 1200 West, and 12th Street for the benefit of the Reserve Enclave which easement will terminate upon the dedication of such roads as public streets. Said access under the easement and the continued use upon the public streets shall be available to all traffic, except tracked vehicles defined in subparagraph b below.

b. A non-exclusive use of roads and across railways on the Former DDOU for use by the U.S. Army Reserves' movement of tracked tactical vehicles in accordance with the Memorandum of Understanding ("MOU") entered into by the 96th Regional Support Command and the City of Ogden. A copy of the MOU is attached hereto and made a part hereof as Exhibit C.

c. A non-exclusive easement for ingress and egress over existing roadways necessary to access 2nd Street, 1200 West, and 12th Street for the benefit of the remaining Government uses on the Property which easement will terminate upon the dedication of such roads as public streets.

2. The electric distribution system, gas distribution system, and telecommunication systems are excluded from this Deed.

3. The Property is conveyed subject to the following easements or grants:

a. Easement No. SFRE-(s)-700, for a 30-foot right of way for a sewage pipe line, granted to the Central Weber Sewer Improvement District on August 7, 1956, and Amendment No. 1 thereto dated October 4, 1966.

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

b. Easement No. DA-04-167-ENG-3913, for a right of way for an 18-inch sanitary outlet sewer line, granted to the Central Weber Sewer Improvement District on January 26, 1966.

c. Easement No. DACA05-2-69-282, for a 10-foot right of way for a 39-inch sanitary sewer outfall line, granted to the Central Weber Sewer Improvement District on June 11, 1969.

d. Easement No. DACA05-2-98-545, for a 15-inch sanitary sewer, granted to the City of Ogden, Utah, on March 18, 1998.

e. License No. DACA05-3-72-436, for installation, operation, and maintenance of two traffic signals and standards, granted to the County of Weber on December 17, 1971, and Amendments 1 through 5 dated November 30, 1976, December 9, 1981, October 20, 1987, April 9, 1993, and February 13, 1998, respectively.

3. The Grantor reserves an irrevocable and permanent easement over the Property ("Environmental Protection Easement") providing access on and over the Property, which grants to the Grantor the following rights:

a. The Grantor, EPA, and UDEQ, and their agents, employees, and contractors, shall have access to and over the Property for the purposes as reserved, granted and limited by subparagraphs(1) through (7) below for any investigation, response action, remedial action, removal action or corrective action (all as defined under CERCLA) (collectively "Response Action") pursuant to Section 120(h)(3) of CERCLA, 42 U.S.C. § 9620(h)(3), the Resource Conservation and Recovery Act ("RCRA"), or the FFA. The right to access the Property shall be for the following purposes:

(1) To conduct and oversee investigations relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;

(2) To conduct and oversee Response Actions under the FFA;

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

(3) To conduct and oversee operation and maintenance of Response Actions, and any action required by the post-closure activities of the Former DDOU;

(4) To verify that no action is being taken on the Property in violation of the terms of this Deed;

(5) To conduct periodic reviews of the Response Actions, including but not limited to, reviews required by applicable statutes and/or regulations;

(6) To implement additional or new Response Actions if the Grantor, EPA, or UDEQ, in their discretion, determines that such actions are necessary to protect human health and the environment because the original action has proven to be ineffective, because previously unknown contamination from past Grantor activities must be remediated, or because new technology has been developed which will accomplish the purposes of the Response Actions in a significantly more efficient or cost effective manner.

(7) To install, operate, maintain, and/or remove groundwater monitoring, extraction, and treatment systems (wells, tanks, piping, air tower, structures and improvements), and to perform continued monitoring of groundwater, allowing chemical and/or physical testing of wells to evaluate water quality and/or aquifer characteristics conditions, or extraction and treatment of groundwater. Groundwater monitoring and treatment systems, existing on the Property and the Former DDOU as of the date of this Deed, are depicted on Exhibit D attached hereto and made a part hereof.

b. The reservations for access hereunder, if exercised, includes the right of access to and use of, to the extent permitted by law, any available utilities at reasonable cost to the Grantor, EPA, or UDEQ.

c. In exercising the rights hereunder, the United States and the State of Utah shall give the Grantee or its successors or assigns reasonable prior written notice of actions taken on the Property under the FFA and shall, to the extent reasonable, consistent with the FFA, use its best efforts to avoid and/or minimize the interruption, interference, or disruption to the Grantee's, its successors' or assigns' use of the Property.

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

d. The Grantee agrees that notwithstanding any other provision of this Deed, the United States assumes no liability to the Grantee, its successors, or assigns, or any other person should implementation of the FFA, or exercise of the Grantor's, EPA's, or UDEQ's rights under this subsection B.4. interfere with the reasonable use of the Property; provided the Grantor has used its best efforts to avoid and/or minimize interference with the reasonable use of the Property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or the State of Utah or any officer, agent, employee, or contractor thereof, except as otherwise provided by law.

e. In exercising the rights hereunder, the Grantor agrees, at no cost or expense to the Grantee, that after completion of any corrective, remedial or response action as determined by regulatory agency approval, and subject to the availability of appropriated funds, it will:

(1) remove contaminated extraction and treatment systems (wells, tanks, piping, air tower, structures or improvements that have become contaminated as a result of being in contact with contaminated groundwater) and properly close out uncontaminated wells, and abandon in place uncontaminated piping. Existing groundwater monitoring and treatment systems are depicted in Exhibit D; and

(2) restore the ground disturbed by the installation and/or removal of such systems, structures and improvements to its previous condition with respect to elevation and compaction, exclusive of vegetation, to the extent reasonably possible.

f. The Grantee, its successors and assigns, shall not: (1) access, modify or otherwise tamper with, disrupt, inflict damage, obstruct, or impede any groundwater monitoring, extraction, and/or treatment systems, and, in particular, those groundwater monitoring and/or treatment systems, as depicted in Exhibit D, or the wells or well head vaults, related to any such groundwater monitoring, extraction, and/or treatment systems located on the Property; (2) inject any materials into such wells so located on the Property; or (3) extract any fluids from such wells so located on the Property.

4. Continued use of the property by the Government is reserved as specified in the Continued Government Uses Agreement,

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

No. DACA05-9-99-554, dated May 5, 1999, as amended, a copy of which is located in the administrative files of the U.S. Army Corps of Engineers, Sacramento District, Real Estate Division.

C. TO HAVE AND TO HOLD the Property unto the Grantee and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following covenants and conditions, as applicable, which conditions shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity, as follows:

1. "AS IS"

Except as otherwise specified herein, the Property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, by the Grantor pursuant to applicable law, as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. Except as agreed upon by the Grantor in writing herein, or as otherwise provided by law, there is no obligation on the part of the Grantor to make any alterations, repairs or additions, and said Grantor shall not be liable for any latent or patent defects in the Property. The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition and state of repair of the buildings and appurtenances on the Property nor any agreement or promise to alter, improve, adapt, or repair any portion of the Property, except as otherwise agreed upon by the Grantor in writing herein. This Paragraph C.1. "AS IS" is expressly subject to the other provisions of this Deed relating to the environmental condition of the Property, including without limitation Paragraphs C.2. FEDERAL FACILITIES AGREEMENT; C.3. ENVIRONMENTAL CONDITION; C.4. CERCLA NOTICE AND COVENANTS; and C.5. INDEMNIFICATION.

2. FEDERAL FACILITIES AGREEMENT

a. By accepting this Deed, the Grantee acknowledges that the Grantor has provided the Grantee with a copy of the FFA. The Grantor shall provide the Grantee with a copy of any future amendments to the FFA. The Grantee agrees that should any conflict arise between the terms of the FFA, as it presently exists or may be amended, and the provisions of this Deed, the terms of the FFA will take precedence.

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

b. The United States through the EPA has determined that the following Response Action is necessary with respect to the following portions of the Property: operation and maintenance of groundwater monitoring, extraction, and treatment systems for Operable Unit #4 as depicted on Exhibit D and located on Parcel 9A as such parcel is described on Exhibit A-1 (the "Restricted Property"). Operable Unit #4 is further described on Exhibit E attached hereto and made a part hereof. Prior to the determination by the United States that all remedial action is complete:

(1) The Grantee, its successors and assigns, shall not undertake activities on the Restricted Property that would interfere with or impede the implementation, construction, monitoring or completion of Response Action and shall give prior written notice to the Grantor, EPA, and the State of any construction, alterations, or similar work on the Property that may interfere with or impede the Response Action; and (2) In connection with the conveyance of any interest in the Property, the Grantee shall include a covenant by the subsequent transferee allowing and agreeing not to interfere with the continued operation of the Response Action on said Restricted Property. At least sixty (60) days prior to any such conveyance, Grantee shall notify the Grantor, EPA, and UDEQ by certified mail, of the proposed conveyance. The notice shall include a copy of the proposed instrument of conveyance; and

(3) In the event of a transfer of any interest in the Restricted Property or any portion thereof, the Grantee and all subsequent transferees of any interest in any portion of the subject Restricted Property will provide copies of the final instrument evidencing such transaction to UDEQ, the EPA, and the Grantor by certified mail within fourteen (14) days after the effective date of such transaction.

c. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives, the Grantor, EPA, and UDEQ have determined that the restrictive covenants (the "Restrictive Covenants") below are required with respect to the Restricted Property. The Restrictive Covenants below benefit the Grantor, EPA, the State of Utah, Ogden City, and the general public welfare and are consistent with the State of Utah and Federal environmental statutes:

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

(1) The Grantee, its successors and assigns, shall not use, or allow any use of the Restricted Property for other than commercial or industrial purposes and it shall not be used for residential purposes. For purposes of this restriction, "commercial or industrial purposes" includes, but is not limited to, office, manufacturing, warehousing, or retail uses; "residential purposes" includes, but is not limited to, housing, daycare facilities, schools (excluding onsite employee training), or assisted living facilities. This restriction shall continue unless and until modified, pursuant to subparagraph (e) or (f).

(2) The Grantee, its successors and assigns, shall not access, extract, or use groundwater, nor inject any materials into any wells located on the Restricted Property. This restriction shall continue unless and until modified pursuant to subparagraph (e) or (f). For purposes of this restriction, "groundwater" shall have the same meaning as in section 101(12) of CERCLA.

(3) The Grantee, its successors and assigns, shall not perform, or suffer, allow or cause any other person to perform, any excavation or disturbance of the soil beneath the foundations of Building No. 359 (15C) or Building No. 367 (16C) located within the Restricted Property. This restriction shall continue unless and until modified, pursuant to subparagraphs (e) or (f).

(4) The Grantee, its successors and assigns, shall not disturb, or suffer, allow or cause any person to disturb, the foundations of Building No. 359 (15C) or Building No. 367 (16C) located within the Restricted Property or otherwise compromise the integrity of the foundations in a manner which would result in human contact with the underlying soils. This restriction shall continue unless and until modified, pursuant to subparagraphs (e) or (f). So long as this subparagraph (3) remains in effect, the Grantee, its successors and assigns, will post and maintain warning signs in a prominent location within Building No. 359 (15C) and Building No. 367 (16C) located within the Restricted Property, or in any future building using the foundations of such buildings, which state: "No Excavation Beneath the Building Foundation Without Prior Approval." The Grantee and all transferees, successors and assigns shall include the provisions of this subparagraph c in all subsequent lease, transfer, or conveyance documents relating to the Restricted Property, or any portion thereof, that are entered into prior to

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

a termination of the Restrictive Covenants by the Grantor, EPA, and UDEQ.

d. Notwithstanding any other provision of this Deed, any agreement between the Grantee and the Grantor, the provisions of CERCLA, including CERCLA Section 120(h)(3), or Section 330 of the National Defense Authorization Act of 1993, as amended, the Grantee, its successors and assigns, covenants and agrees that if and to the extent any violation of the Restrictive Covenants gives rise to the need for investigation or remediation of any hazardous substances, pollutants or contaminants, or petroleum derivatives ("Response Action"), the owner of the Restricted Property during the time of such violation of the Restrictive Covenants: (i) shall be solely responsible for the Response Action, including all costs thereof; and (ii) shall indemnify and hold harmless the Grantor, its officers, agents, and employees from and against all suits, claims, demands, judgments, fines, penalties, or liabilities arising directly out of or resulting directly from such violation of the Restrictive Covenants; except that the provisions of this subparagraph d shall not apply in the event the violation of the Restrictive Covenants is the result of the actions of the Grantor or its employees, contractors, or agents.

e. Nothing contained herein shall preclude the Grantee or its successors or assigns from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for unrestricted use of the Restricted Property. Any additional remediation will be at no additional cost to the Grantor, and shall not be commenced without the Grantor's prior written consent. Consent may be conditioned upon such terms and conditions as the Grantor deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow unrestricted use of the Restricted Property and upon the Grantee's obtaining the approval of the EPA and UDEQ and, if required, any other regulatory agency, the Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of the State of Utah as this Deed is recorded, a Partial Release of Covenant. Grantee or its successors and assigns shall bear the cost of recording and all administrative fees.

f. If the Grantee, its successors or assigns, wish to conduct a restricted activity on the Restricted Property, the Grantee shall prepare a written description of its proposal

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

and submit it to the Grantor, EPA and UDEQ. No restricted activity will be conducted without approval from the Army, EPA, and UDEQ. A decision on the proposal will be rendered by the Grantor, EPA, and UDEQ within a reasonable period after the submittal of the proposal and approval will not be unreasonably withheld. In granting excavation or other approval under this subsection, the Grantor may impose reasonable terms and conditions, on a case by case basis, that the Grantor deems necessary to ensure compliance with appropriate sampling protocols, health and safety plans, to protect human health and the environment, and to ensure proper disposal of contaminated soil or groundwater, at no expense to the Grantor. Notwithstanding the foregoing, if the person submitting the proposal is not the owner of the applicable portion of the Restricted Property, the written consent of the owner of such property shall be required, as a condition to receiving such approval. In the event of a health or safety emergency, the Grantee, its successors or assigns, shall be allowed to conduct such emergency excavation or other such emergency activity on the applicable portion of the Restricted Property, but only to the extent necessary to ameliorate such emergency and implement all measures required under applicable law and regulation to limit actual or potential risk to the public health and environment and minimize exposure.

g. The Grantee or its successors and assigns shall submit any requests to access or use of groundwater, excavation requests, requests for authorization to take further remedial action, or requests for other modifications to the above restrictions to the Grantor, EPA, and UDEQ, by first class mail, postage prepaid, addressed as follows:

To GRANTOR:

Headquarters
U.S. Army Materiel Command
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

4 -

To EPA:

EPA Region 8
Office of EcoSystem Protection & Remediation
999 18th Street, Suite 500
Denver, CO 80202

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

To UDEQ:

Department of Environmental Quality
Division of Environmental Response & Remediation
168 North 1950 West
Salt Lake City, UT 84114

h. The provisions of this Paragraph C.2. FEDERAL FACILITIES AGREEMENT shall run with the land, shall be binding on Grantee and its successors and assigns, and shall be enforceable by the Grantor, EPA and UDEQ.

i. Response Action will be completed in accordance with CERCLA, FFA, and/or RCRA. When Response Action is complete, the Grantor will submit a closeout report and proposed decision document to UDEQ and EPA. Upon receipt of a letter or other documentation from UDEQ and EPA accepting the Grantor's certification that all necessary Response Action pertaining to groundwater has been completed, the Grantor will issue a Groundwater Certificate of Termination and Removal. A copy of such letter or other documentation shall be attached as an exhibit to the Groundwater Certificate. The Groundwater Certificate shall be recorded by the Grantor in the office of the Weber County Recorder, and a copy of the same will be sent by the Grantor to the Grantee.

j. Upon recording of the Groundwater Certificate of Termination and Removal, as provided in paragraph i. above, the restrictive covenants imposed in Paragraph C.2.c. above will thereby be terminated and shall from that time forward have no further force and effect.

3. ENVIRONMENTAL CONDITION

a. The Grantor represents that Grantee has been given the Final Environmental Baseline Survey and Community Environmental Response Facilitation Act ("CERFA") Letter Report for Defense Distribution Depot Ogden, Ogden, Utah, dated July 1996, ("Final EBS") incorporated herein by reference, the FFA and the FOST #3, together with other technical environmental reports, investigations, and studies ("Environmental Documents") prepared by, or on behalf of, the Grantor, copies of which are located in the administrative files of the U.S. Army Corps of Engineers, Sacramento District, Real Estate Division. The Grantor represents that the Environmental Documents accurately describe the environmental condition of the Property, to the best of the Grantor's knowledge.

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

b. As used in this Deed "Environmental Condition" means any condition with respect to the environment (including soil, surface waters, ground waters, stream sediments, and surface or subsurface strata) on, at, in or relating to the Property, whether or not the condition is known or unknown, which could or does result in any liability claim, cost, or order to or against Grantor or Grantee, their successors or assigns.

c. Subject to the conditions disclosed in the Environmental Documents, the Response Actions required in the Environmental Documents, the covenants and warranties of the United States under Section 120 (h)(3) of CERCLA and as set forth in Paragraph C.4 CERCLA NOTICE AND COVENANTS, Grantee accepts the Environmental Condition of the Property and deems the Property to be safe for the Grantee's intended use. If, after conveyance of the Property to the Grantee, Grantee discovers an actual or threatened release of a CERCLA hazardous substance (other than asbestos or lead-based paint) on the Property, or in the event that a CERCLA hazardous substance (other than asbestos or lead-based paint) is discovered or a pre-existing underground storage tank is found on the Property after the date of the conveyance, Grantee or its successor or assigns shall be responsible for such release, newly discovered substance, or underground storage tank unless Grantee is able to demonstrate that such release, hazardous substance, or underground storage tank was due to Grantor's activities, ownership, use, or occupation of the Property, or the activities of Grantor's contractors and/or agents. Nothing in this provision shall be construed to create an additional burden of proof applicable to any administrative or judicial proceedings.

d. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the Grantee (or its agents or contractors), its successors or assigns, after the conveyance.

e. This Paragraph C.3. ENVIRONMENTAL CONDITION shall not affect the Grantor's responsibilities to conduct Response Action(s) required by the Environmental Documents, applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws. Nothing in this Paragraph is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights,

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

liabilities, and duties as set forth more fully in Section 120(h) of CERCLA, 42 U.S.C. § 9620(h) and/or Section 330 of Public Law 102-484, the Department of Defense Authorization Act of 1993, as amended (10 U.S.C. § 2687, note).

4. CERCLA NOTICE AND COVENANTS

a. Pursuant to Section 120(h)(3) of CERCLA, 42 U.S.C. § 9620, the Grantor hereby notifies the Grantee, its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property; available information regarding the type, quantity, and location of such substances and action taken is provided in the Final EBS. A summary of the areas in which hazardous substance activities occurred is provided in the Notification of Hazardous Substance Storage, Release, and Disposal attached hereto as Exhibit F, and Notification of Petroleum Product Storage, Release, and Disposal, attached hereto as Exhibit G. The information regarding this storage, release, and disposal indicates that there is no threat to human health and the environment. The Grantor hereby covenants that:

(1) Prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to any hazardous substance on the Property.

(2) Any additional corrective, remedial and response actions found to be necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property after the date of transfer shall be conducted by the Grantor.

(3) As provided in 42 U.S.C. 9620(h)(3)(b), the Administrator of the EPA has determined that the Property is environmentally suitable for transfer based upon EPA's approval of FOST #3 and issuance of the Finding of Suitability to Transfer (FOST) #3 letter, dated August 9, 2000, and that the groundwater monitoring, extraction, and treatment systems for Operable Unit #4 as depicted in Exhibit D and located on the Property are operating properly and successfully.

b. As provided under CERCLA, the covenants provided in Paragraph C.4.(a)(1) and (2) above shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party, with respect to

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

such Property. For purposes of this paragraph and paragraph a above, Grantor and Grantee agree that the mere tenancy or occupation of the Property by the Grantee, its successors or assigns, or the mere ownership of the Property by the Grantee, its successors or assigns, will not cause the Grantee, or its successors or assigns, to be a potentially responsible party under this covenant.

c. The Grantor reserves an Environmental Protection Easement as provided in Paragraph B.4, EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS of this Deed.

d. Nothing in this Paragraph is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section 120(h) of CERCLA, 42 U.S.C. § 9620(h).

e. Upon request of the Grantee, its successors or assigns, the Grantor agrees that it will assist the Grantee, its successors or assigns, without cost to the Grantor, in having the EPA de-list any portions of the Property from the NPL, which have been determined to be appropriate for de-listing. The Grantor will keep the Grantee informed of its progress related to de-listing such portions of the Property.

5. INDEMNIFICATION

a. The Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as required and limited by Section 330 of Public Law 102-484, the Department of Defense Authorization Act of 1993, as amended, (10 U.S.C. § 2687, note) and to otherwise meet its obligations under law.

b. The Grantee, its successors and assigns, shall indemnify and hold the Grantor harmless from all claims, liability, loss, cost, environmental contamination, or damage relating to the Property and arising out of or resulting from any actions of the Grantee, its successors and assigns, and their respective agents, employees, invitees, contractors, on the Property prior to the date of this Deed, except where such claims, liability, loss, cost, environmental contamination, or damage are the result of the actions of the Grantor or its employees, contractors or agents. Notwithstanding the above, Grantee's, or its successor's or assign's, responsibility with

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

respect to liabilities for the release (as defined under CERCLA) of hazardous substances occurring on, at or from the Property prior to the date of this Deed shall be as specified by the provisions of Interim Lease No. DACA05-1-97-548, and or the provisions of any other lease(s), license(s), right(s) of entry, or real estate documents wherein the Grantee may have agreed to indemnify the Grantor. For purposes of any portion of the Property previously subject to the Interim Lease the following indemnification language shall survive this conveyance:

"The Lessee shall indemnify and hold harmless the United States of America from any costs, expenses, liabilities, fines; or penalties resulting from discharges, releases, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to United States of America liability, civil or criminal, or responsibility under Federal, state or local environmental laws. This Condition and the obligations of the Lessee hereunder shall survive the expiration or termination of the Lease and the conveyance of the Leased Premises. The Lessee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for the Lessee's actions giving rise to liability under this Condition."

c. Nothing in this Paragraph is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section 330 of Public Law 102-484, the Defense Authorization Act of 1993, as amended (10 U.S.C. § 2687, note).

6. NOTICE OF THE PRESENCE OF ASBESTOS

a. The Grantee and its successors and assigns are hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing materials (ACM) have been found on the following general areas of the Property, as described more fully in the Final EBS and the Asbestos Survey Report of the Former Defense Distribution Depot Ogden, dated April 9, 1999: Building Nos. 114, 203, 204 (1A), 205 (1B), 216 (2A), 217 (2B), 218 (2C), 229 (3A), 230 (3B), 231 (3C), 243 (4B), 244 (4C), 254 (5C), 256 (5D), 262 (6A), 265 (6D), 266 (6E), 357 (15A), 359 (15C), 365 (16A), 366 (16B), and 367 (16C). To the best of Grantor's knowledge, the ACM on the Property does not currently pose a threat to human health or the environment, all friable

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

asbestos that posed a risk to human health having either been removed or encapsulated prior to this conveyance.

b. The Grantee and its successors and assigns, covenant and agree that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee and its successors and assigns, agree to be responsible for any future remediation of asbestos found to be necessary on the Property.

c. Grantee, its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos related diseases. Both the Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos related diseases, which include certain cancers and which can result in disability or death.

d. The Grantee acknowledges that it has had an opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto.

e. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the Grantee or any future remediation or abatement of asbestos or the need therefor. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

7. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

a. The Grantee, and its successors and assigns, are hereby informed and acknowledge that the following buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint: Building Nos. 114, 203, 204 (1A), 205 (1B), 216 (2A), 217(2B), 218 (2C), 229 (3A), 230 (3B), 231 (3C), 240 (4X), 243 (4B), 244 (4C), 254 (5C), 256 (5D), 262 (6A), 264 (16C), 265 (6D), 266 (6E), 267, 274 (7A), 275, 276 (7B), 357 (15A), 359 (15C), 365 (16A), 366 (16B), and 367 (16C). Grantee, its successors and assigns are hereby informed that lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

b. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead-based paint risk assessment, which have been provided to the Grantee. Additionally, the federally-approved pamphlet on lead poisoning prevention and the FOST #3 have been provided to the Grantee. The Grantee hereby acknowledges receipt of all of the information described in this Paragraph.

c. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

d. The Grantee and its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential real property without complying with this Paragraph C.7. NOTICE OF THE PRESENCE OF LEAD BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

e. Prior to permitting the occupancy of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, where its use subsequent to sale is intended for residential habitation, Grantee, its successors and assigns, agree to perform, at its sole expense, the Grantor's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X). The Grantee, its successors and assigns shall, after consideration of the guidelines and regulations established pursuant to Title X:

(1) Comply with the joint HUD and EPA Disclosures Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments;

(2) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines; and

(3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

In complying with these requirements, the Grantee, its successors and assigns, covenant and agree to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the Property for residential purposes. The Grantee its successors and assigns, covenant and agree to comply with solid or hazardous waste laws that may apply to any waste

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

that may be generated during the course of lead-based paint abatement activities.

f. The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors and assigns, sublessees or to any other person, including members of the general public, arising out of exposure to lead-based paint in connection with the Grantee's possession and/or use of any portion of the Property containing lead-based paint. The Grantee, its successors and assigns, further agree to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of exposure to lead-based paint or lead-based paint hazards on the Property after the date of this Deed, if used for residential purposes.

g. The Grantee's obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

h. The covenants, restrictions, and requirements of this Paragraph shall be binding upon the Grantee, its successors and assigns, and shall be deemed to run with the land.

8. NOTICE OF THE POTENTIAL PRESENCE OF CHEMICAL WEAPONS/SUBSTANCES

No evidence exists that would indicate the Property is or has been contaminated with chemical weapons/substances (chemical test kits). However the Grantee is hereby informed and does acknowledge that chemical test kits have been removed from the Former DDOU in the area described in the Final EBS as Operable Unit 3. The location of Operable Unit 3 is depicted on Figure 5 of the Final EBS. For prudent safety precautions the Grantee, its successors and assigns, and any contractors performing ground intrusive work on the Property are notified that the Former DDOU had a Chemical Ordnance Supply Corps active from 1941 to 1947 which might have resulted in unexploded ordnance contamination. If any item is encountered that appears to be of an ordnance or explosive nature, stop-work procedures should be invoked and the Army notified immediately at U.S. Army Technical Escort Unit, Aberdeen Proving Ground, Maryland, telephone (410) 436-4259.

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

9. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYL
(PCB) CONTAINING EQUIPMENT

a. The Grantee and its successors and assigns are hereby informed that certain equipment containing PCBs including pole and concrete mounted transformers, and fluorescent light ballasts and fixtures was, or is, stored and/or operated on the following areas of the Property:

(1) PCB containing fluorescent light ballast and fixtures may be located within the buildings existing on the Property as of the date of this Deed;

(2) PCB or PCB contaminated fluids were released on the Property at the following areas: Building Nos. 204, 205, 216, 217, 218, 229, 230, 231, 243, 244, 254, 256, 265, and 266.

(3) PCB containing pole and concrete mounted transformers as described in the following reports, the receipt of which Grantee hereby acknowledges:

(a) the DDOU Final Transformer Storage Yard Action Report dated October 1996;

(b) the Final Report for Remediation of Outdoor PCB Transformer Contaminated Screening Site Areas dated November 1998;

(c) the Final Report for Remediation of Indoor PCB Transformer Contaminated Screening Site Areas dated January 1999; and

(d) the Utah Power & Light Transformer PCB Study Results, Tested Transformers Located at the Former DDOU, Ogden, Utah 15 June 1999 through 29 July 1999. *

b. All PCB-containing equipment existing on the Property as of the date of this Deed has been properly labeled in accordance with applicable law and regulation to provide notification to future users. Any PCB contamination or spills related to such equipment has been properly remediated prior to conveyance. The PCB equipment does not currently pose a threat to human health or the environment. All PCB equipment is in

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

good repair and is presently in full compliance with all applicable laws and regulations.

c. Upon request, the Grantor agrees to furnish to the Grantee, its successors and assigns, any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee, its successors and assigns, with applicable laws and regulations related to the use and storage of PCBs or PCB-containing equipment.

d. The Grantee, its successors and assigns, covenant and agree that its continued possession, use and management of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment, and that the Grantor assumes no liability for the future remediation of PCB contamination or damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs or PCB-containing equipment, after the date of this Deed, whether or not the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee, its successors and assigns, agree to be responsible for any future remediation of PCBs or PCB-containing equipment found to be necessary on the Property resulting from its use or possession thereof.

10. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities conducted on the Property, because of race, color, religion, sex, age, handicap, or national origin. *

11. IMMUNITIES

The Grantee is not entitled to any of the immunities which the United States may have had in using the Property while it was a part of the Former DDOU. The Grantee is not exempt from acquiring the necessary permits and authorizations from, or from meeting the requirements of the local, county, and state jurisdictions before using the Property

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

for any purpose. The Property, immediately after conveyance to the Grantee, will be subject to all local, county, and state laws, regulations, and ordinances. The Grantee shall comply with the applicable environmental laws and regulations and all other Federal, state, and local laws, regulations, and standards that are or may become applicable to the Grantee's proposed use of the Property. The Grantee shall be solely responsible for fulfilling, at its own cost and expense, the requirements of the new governing authorities, independent of any existing permits or usages by the Grantor.

12. ANTI-DEFICIENCY ACT

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, Public Law 97-258.

13. ENFORCEMENT AND NOTICE REQUIREMENT

a. The provisions of this Deed benefit the governments of the United States of America, the State of Utah, acting on behalf of the public in general, the local governments of Weber County and Ogden City, and the lands retained by the Grantor and, therefore, are enforceable by resort to a specific performance or legal process by the United States, the State of Utah, Weber County, Ogden City, and by the Grantee, and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the Grantee, or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such Grantee, its successor or assign, and only with respect to matters occurring during the period of time such Grantee, its successors and assigns, owned or occupied such Property or any portion thereof.

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

b. The COVENANTS, CONDITIONS, and RESTRICTIONS set forth in this Deed are a binding servitude on the Property and the burdens and benefits thereof will be deemed to run with the Property in perpetuity. Restrictions, stipulations and covenants contained in Paragraphs B.4. EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS, C.2. FEDERAL FACILITIES AGREEMENT; C.3. ENVIRONMENTAL CONDITION; C.4. CERCLA NOTICE AND COVENANTS; C.5. INDEMNIFICATION; C.6. NOTICE OF THE PRESENCE OF ASBESTOS; C.7. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT; C.8. NOTICE OF THE POTENTIAL PRESENCE OF CHEMICAL WEAPONS/SUBSTANCES; and C.9. NOTICE OF THE PRESENCE OF PCB CONTAINING EQUIPMENT; shall be inserted by the Grantee, its successors and assigns, to the extent applicable to the Property or any portion thereof, either verbatim or by express reference, in any deed or other legal instrument by which they divest themselves of either the fee simple title or any lesser estate in the Property as provided in subparagraph b. above. The Grantee, its successors and assigns, shall neither transfer nor lease the Property, or any portion thereof, nor grant any interest, privilege, or license whatsoever in the Property without providing notice of the environmental protection provisions identified above, which apply to the property conveyed, and shall require notice of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license, as provided in subparagraph b. above.

c. The obligations imposed in this Paragraph upon the successors or assigns of Grantee shall only extend to the property conveyed to any such successor or assign.

d. The Grantor declares that it has an interest in maintaining the value of the Reserve Enclave at the Former DDOU and the adjacent Frank M. Browning Reserve Center by minimizing the risk of negative effects that could result from future uses of the Former DDOU which would be inconsistent with the protection of human health and the environment. Also, for the continued operation of property being retained at the Former DDOU and the Frank M. Browning Reserve Center, the Grantor has an interest in restricting residential development on certain portions of the Property, and, accordingly, avoiding potential impact on area residents and liability that could result from the Grantor's activities. The Grantor also has an interest in restricting the withdrawal of, disruption of water in contaminated aquifers, or exposure to the contaminated aquifer beneath the Former DDOU so as to prevent the risk of contaminated water plumes migrating to clean aquifers. The Grantor also has

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

an interest in restricting excavation under the Buildings, as provided in Paragraph C.2.c. above, so as to reduce exposure to contamination and the risk of a release of contaminants through runoff onto property the Grantor is retaining. The Grantor acknowledges that the interests enumerated in this subparagraph e. are adequately protected by establishment of the Restrictive Covenants, imposed in Paragraph C.2.c. above, and that such interests do not grant independent or new rights to establish restrictions other than those set forth in said provisions hereof.

14. GENERAL PROVISIONS

a. LIBERAL CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

b. SEVERABILITY. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

d. CAPTIONS. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

e. RIGHT TO PERFORM. Any right which is exercisable by the Grantee, and its successors and assigns, to perform under this Deed may also be performed, in the event of default by the Grantee, or its successors and assigns, by a lender of the Grantee and its successors and assigns.

D. All rights and powers reserved to the Grantor, and all references in this Deed to Grantor, shall include its successor in function. The Grantor may agree to waive, eliminate, or reduce the obligations of the Grantee, or any subsequent

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

transferee, successor, assignee, licensee, or lessee, that are contained in this Deed.

E. PROVIDED, HOWEVER, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, its successors and assigns, as applicable, with respect to such future performance pertaining to the Property shall continue in full force and effect.

F. The Grantee's obligation to pay or reimburse any money under the provisions of this Deed is subject to the availability of appropriated funds under the Uniform Fiscal Procedures Act for Utah Cities, Chapter 6, Title 10, Utah Code Annotated 1953 as amended, and Article XIV, Section 3 of the Utah Constitution, and nothing in this Contract shall be interpreted to create general obligation debt on the part of Ogden City, with respect to payment of the Purchase Price.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by the Acting Deputy Assistant Secretary of the Army (I&H), and the seal of day of the Department of the Army to be hereto affixed this 21st day of December, 2001.

By:

Joseph W. Whitaker
Joseph W. Whitaker
Acting Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA (I&E)

4--

Signed sealed and delivered
In the presence of:

Witness:

Witness:

E: 1821840 BK2203 PG212

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 50th day of November, 2002, do hereby certify that this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker Acting Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing document dated the 21st day of December, 2001, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this 21st day of December, 2001.

Yvonne R. Cooper
NOTARY PUBLIC

E# 1821840 BK2203 P62 13

Quitclaim Deed No. DACA05-9-01-607
The Former Defense Distribution Depot Ogden, Utah

ACCEPTANCE

OGDEN CITY, a Utah municipal corporation accepts this quitclaim deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions, and terms contained herein.

OGDEN CITY, a Utah municipal corporation

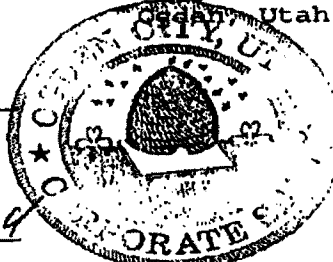
By: *Matthew R. Godfrey*
MATTHEW R. GODFREY
Mayor of Ogden City
2484 Washington Boulevard, Suite 300
Ogden, Utah 84401

ATTEST:

Gloria J. Berrett
City Recorder

APPROVED AS TO FORM:

Lee Ann Peterson
City Attorney



ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 25th day of October, 2001, personally appeared before me, Matthew R. Godfrey and Gloria J. Berrett, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that they are, respectively, the Mayor and the City Recorder of Ogden City, a Utah municipal corporation, and that the foregoing document was signed by them on behalf of said Ogden City and acknowledged to me that said Ogden City executed the same.

Lee Ann Peterson
NOTARY PUBLIC



Exhibit A-1



EE 1821840 BK2203 PG215

Exhibit A-2

E# 1821840 BK2203 P6217

Exhibit A-3

EX 1821840 BK2203 PG219

Exhibit A-4

E# 1821840 BK2203 P6221

Exhibit A-5

EE 1821840 BK2203 PG223

Exhibit B

ER 1821840 BK2203 P6225

Exhibit B

("The Remaining Property")

The Remaining Property includes the real property described in Quitclaim Deed No. DACA05-9-00-508, Exhibit B, Attachment 1, recorded with the Weber County Recorder in Entry Number 1718216, Book 2083, Page 2198, less and excepting the following real property:

1. The Reserve Enclave parcels as described in Quitclaim Deed No. DACA05-9-00-508, Exhibit B, Attachment 2, recorded with the Weber County Recorder in Entry Number 1718216, Book 2083, Page 2198;
2. The Public Benefit Conveyance parcels depicted in the site map in Quitclaim Deed No. DACA05-9-00-508, Exhibit B, Attachment 3, recorded with the Weber County Recorder in Entry Number 1718216, Book 2083, Page 2198;
3. The property described in Quitclaim Deed No. DACA05-9-99-514, Exhibit A, recorded with the Weber County Recorder in Entry Number 1646825, Book 2020, Page 2743, (FOST 1 property conveyed to Ogden City on June 1, 1999);
4. The property described in Quitclaim Deed No. DACA05-9-00-508, Exhibit A, recorded with the Weber County Recorder in Entry Number 1718216, Book 2083, Page 2198 (FOST 2 property conveyed to Ogden City on July 24, 2000); and
5. The property conveyed herein, as described in Exhibits A-1 through A-6. ↗

Exhibit C

Et 1821840 BK2203 PG227

UNDERSTANDING

WHEREAS, the United States Army, currently operates a 150 acre Local Training Area immediately adjacent and north of Defense Depot Ogden Utah (DDOU), and,

WHEREAS, the United States Army, will retain Buildings 11-C (326) and the 269 complex, including surrounding acreage, at DDOU as federal enclaves under the 1995 Base Realignment and Closure process, and,

WHEREAS, the United States Army, has a requirement to periodically drive tracked tactical vehicles between the Local Training Area, Building 11-C (326) and Building 269, hereafter referred to as "the Sites," as part of a maintenance function of the military mission, and, recognizing the inherent risk of mixing military equipment and civilian traffic on public roads, and,

WHEREAS, the City of Ogden will initially sublease the land between the Sites and, subsequently it is anticipated will acquire by economic development conveyance fee ownership of such property, and,

WHEREAS, the City of Ogden also recognizes the U.S. Army's requirement to service tracked tactical equipment as part of its military mission and drive tracked vehicles between the sites, and,

WHEREAS, the Parties mutually recognize the inherent risk associated with mixing military vehicles and civilian vehicles on public roads, and,

WHEREAS, the parties are concerned about the long term impact of tracked vehicles on the road structure, and,

WHEREAS, the City of Ogden's primary concern is ensuring the safety of the public, while maintaining public roads in a cost effective manner, and,

NOW THEREFORE, concerning the movement of tracked tactical vehicles by the United States Army between the Sites, THE CITY OF OGDEN AND THE UNITED STATES ARMY mutually agree to the following terms:

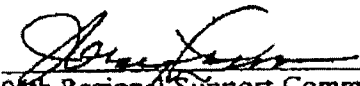
1. Any movement of tracked tactical vehicles between the Sites by the U.S. Army will not occur on public or private roads, with the exception of minimal crossings, and when a public or private road is crossed, movement will be in a safe and orderly manner, in accordance with mutually agreed upon procedures between the U.S. Army and the Ogden City Traffic Engineer. E# 1821840 BK2203 PG228
2. Any movement of tracked tactical vehicles between the Sites will be on a designated route, to be determined by Ogden City's Traffic Engineer in consultation with the U.S. Army, and will be subject to change by the mutual agreement of both parties, with the initially mutually acceptable route depicted on annexed Exhibit A. The Army shall be responsible for all costs and expenses associated with the requisite hardening improvements to cross over points along the Exhibit A Route. In the event a route change is desired in subsequent years by either the Army or Ogden City, the cost and expense of any hardening improvements required for crossing points requisite to affect the new route shall be the sole responsibility of the party requesting the route change.

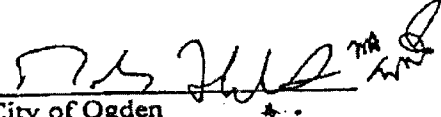
EXHIBIT C

3. Any movement of tracked tactical vehicles between the Sites will occur at times when regular civilian traffic is low, and,
4. The U.S. Army will ensure that no damage to public or private capital improvements or persons occurs as a result of tracked tactical vehicle movement and any damage to private or public capital improvements caused by the movement of a tracked tactical vehicle will be mitigated and compensated between the Ogden City and the 96th Regional Support Command, as a subdivision of the United States, and any personal injury to persons, including death, or personal property damage or loss will be subject to claim and compensation in accordance with the provisions of the Federal Tort Claims Act.
5. Any coordination between the United States Army and the City of Ogden regarding specific issues related to the movement of tactical tracked vehicles between the Local Training Area and Building 1.1-C(326) and Building 269 will be addressed through the following primary agency coordination:

United States Army	City of Ogden
HQ, 96th Regional Support Command ATTN: AFRC-CUT-EN Stephen A. Douglas Armed Forces Reserve Center Salt Lake City, UT 84113 (801) 584-4383	Ogden City Corporation ATTN: Ogden Local Redevelopment Authority 2484 Washington Boulevard, Suite 320 Ogden, Utah 84401 (801) 629-8915

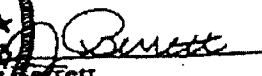
The terms of this agreement will remain in effect until both parties mutually agree that one or more items in the agreement warrant renegotiation or cancellation. In the event that a mutually satisfactory modified agreement is reached, a new agreement will be written and executed by both parties, superseding and replacing in its entirety this Agreement. It is the mutual intent of the parties that a right of way route be maintained for utilization by the Army's tracked vehicles while in transit between the Sites as heretofore described in perpetuity or until such time as either the use of such tracked vehicles is discontinued or the Sites cease to be utilized as Army facilities or federal enclaves, whichever occurs the earliest.

By: 
96th Regional Support Command


City of Ogden
E# 1821840 BK2203 P6229

By: Rocky Fluhart
CAO




Secretary
Order

185
1821840 BK2203 PG230

Location

Defense Depot Oden
Reuse Plan

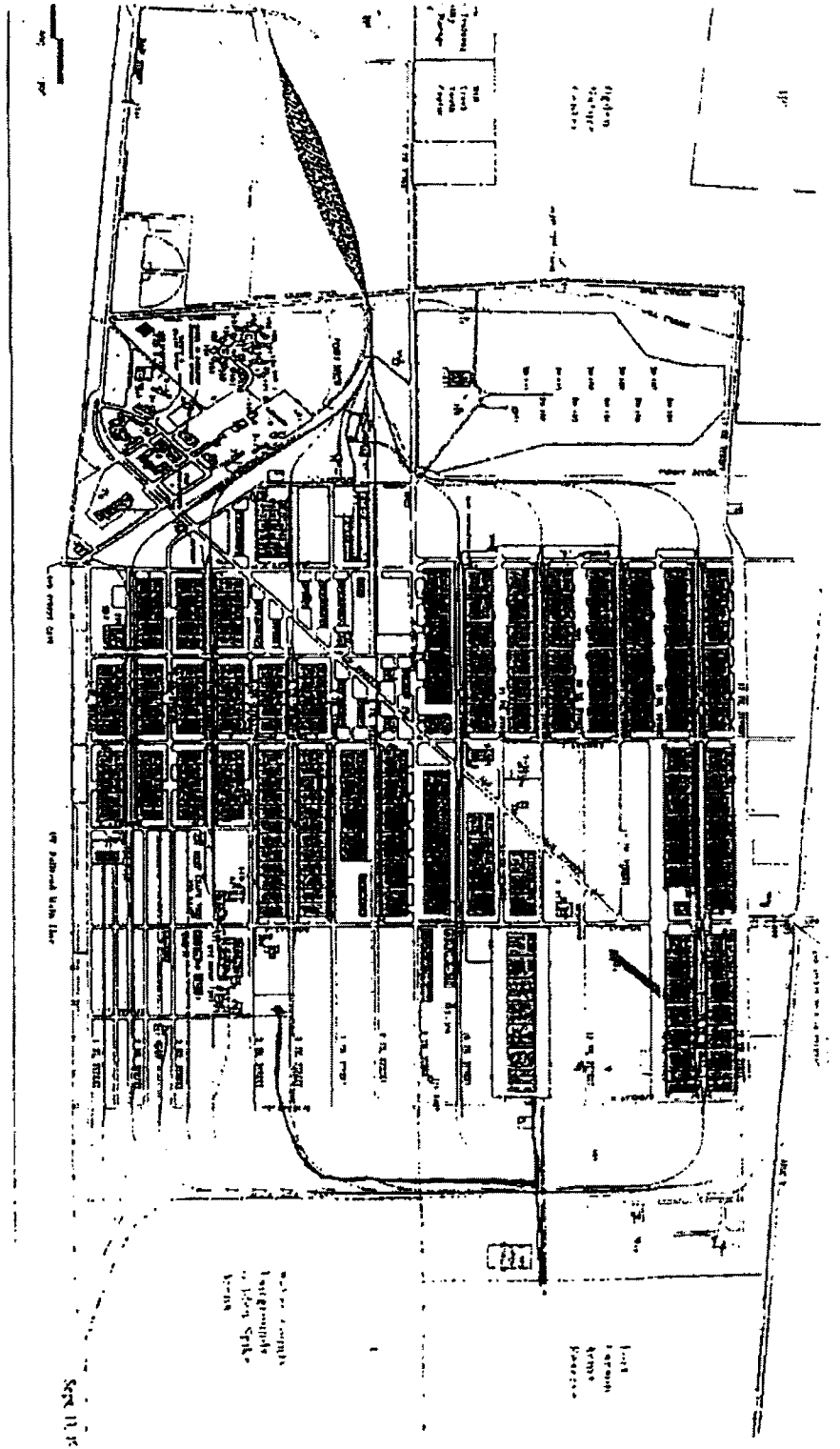


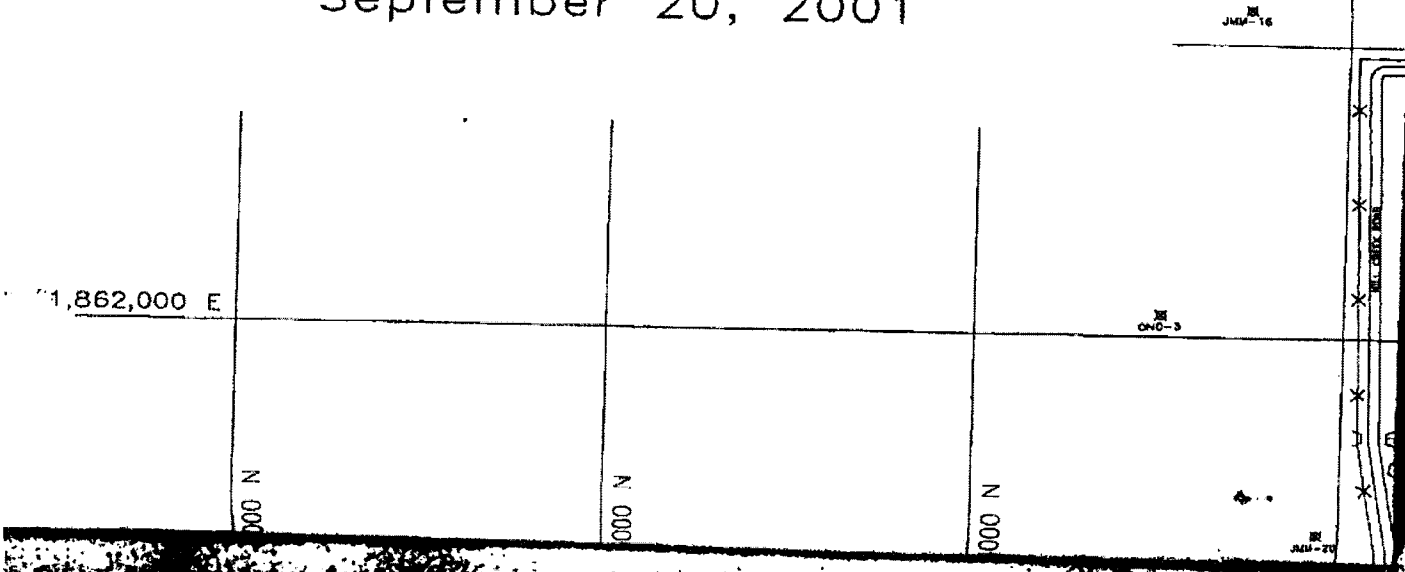
Exhibit D

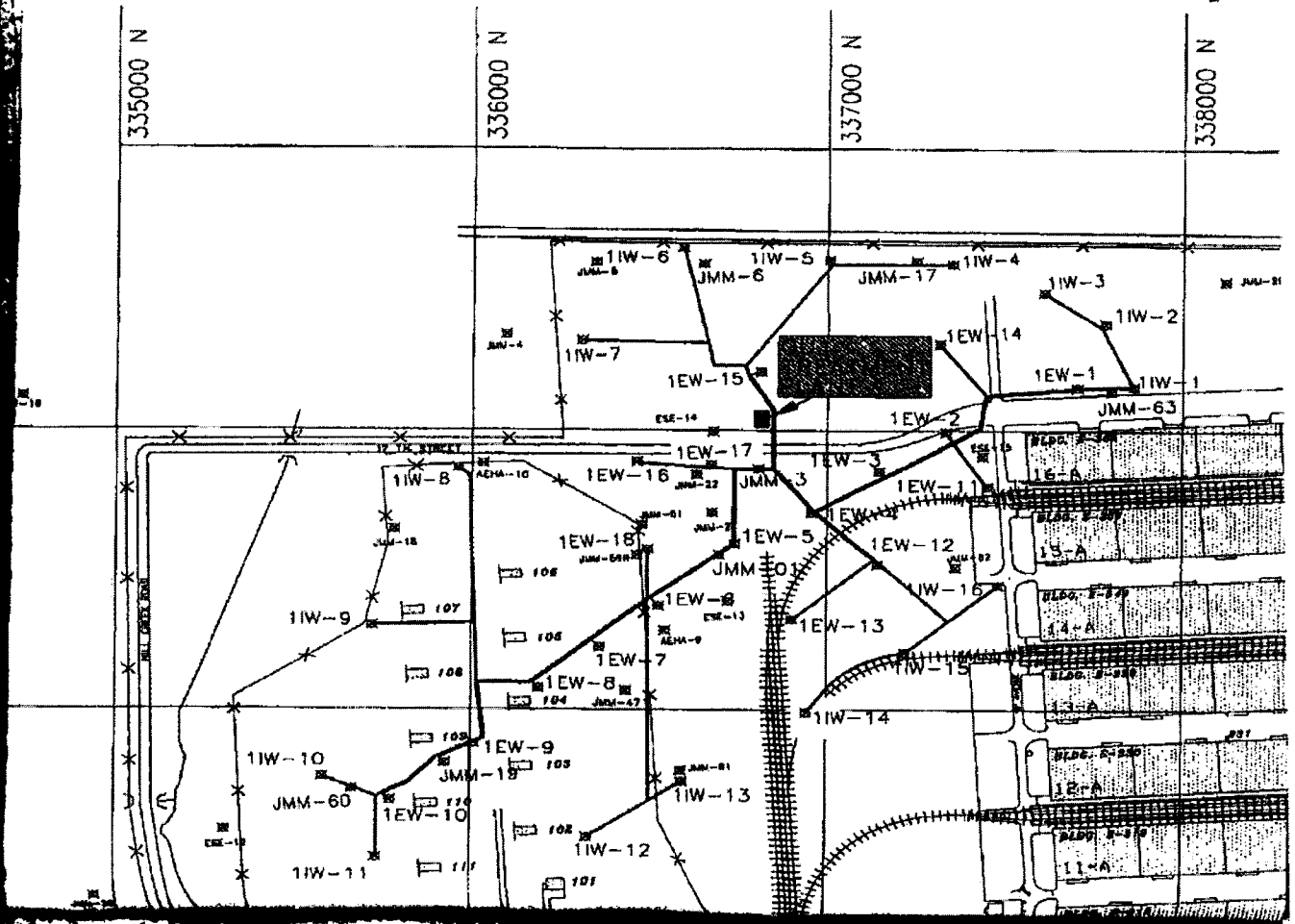
EE 1821840 BK2203 P6231

Operating Unit Wellfield Pipelines
Monitoring and Treatment System Wells
DDHU, Ogden, Utah

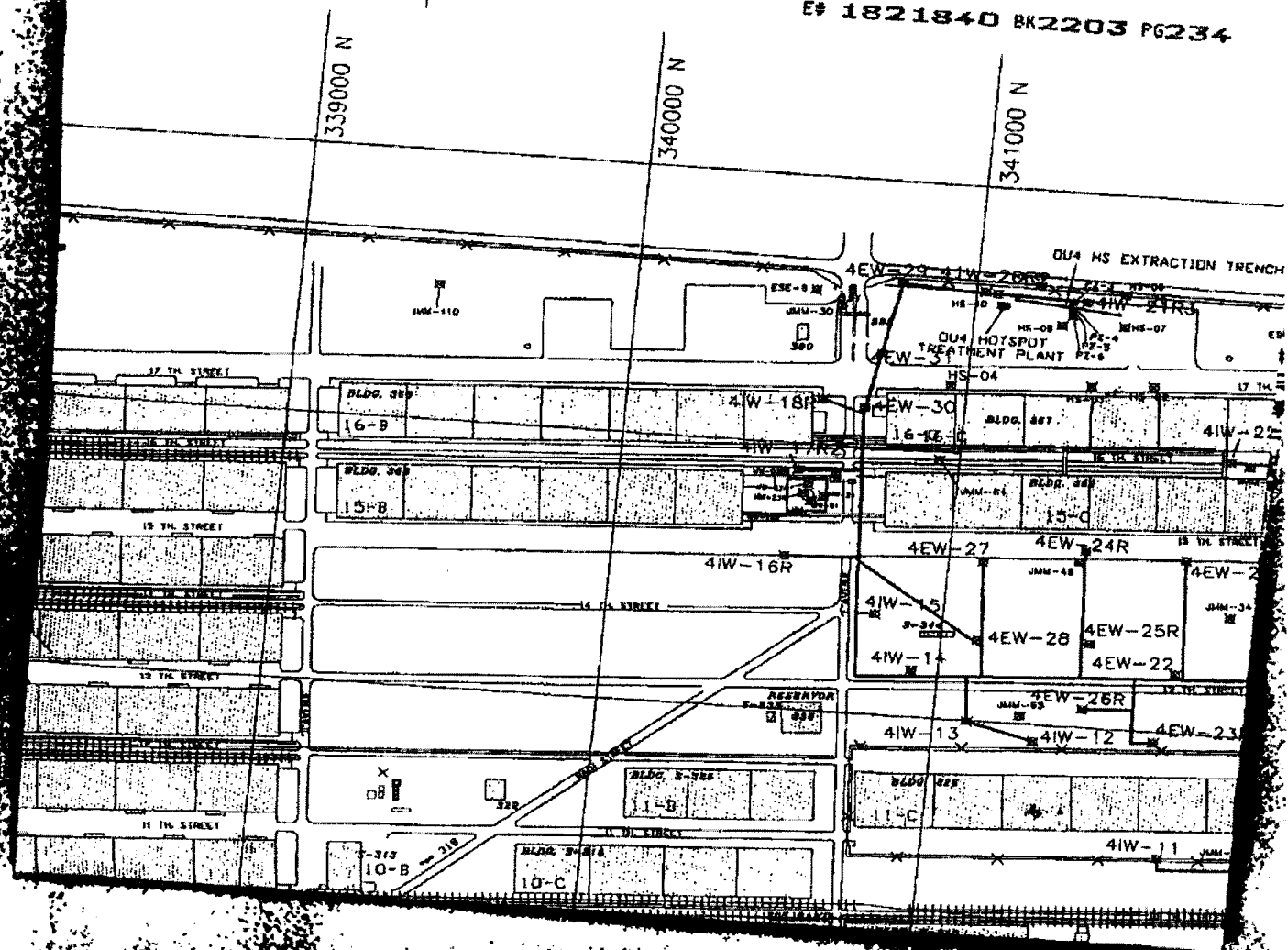
US Army Corps of Engineers
Sacramento District

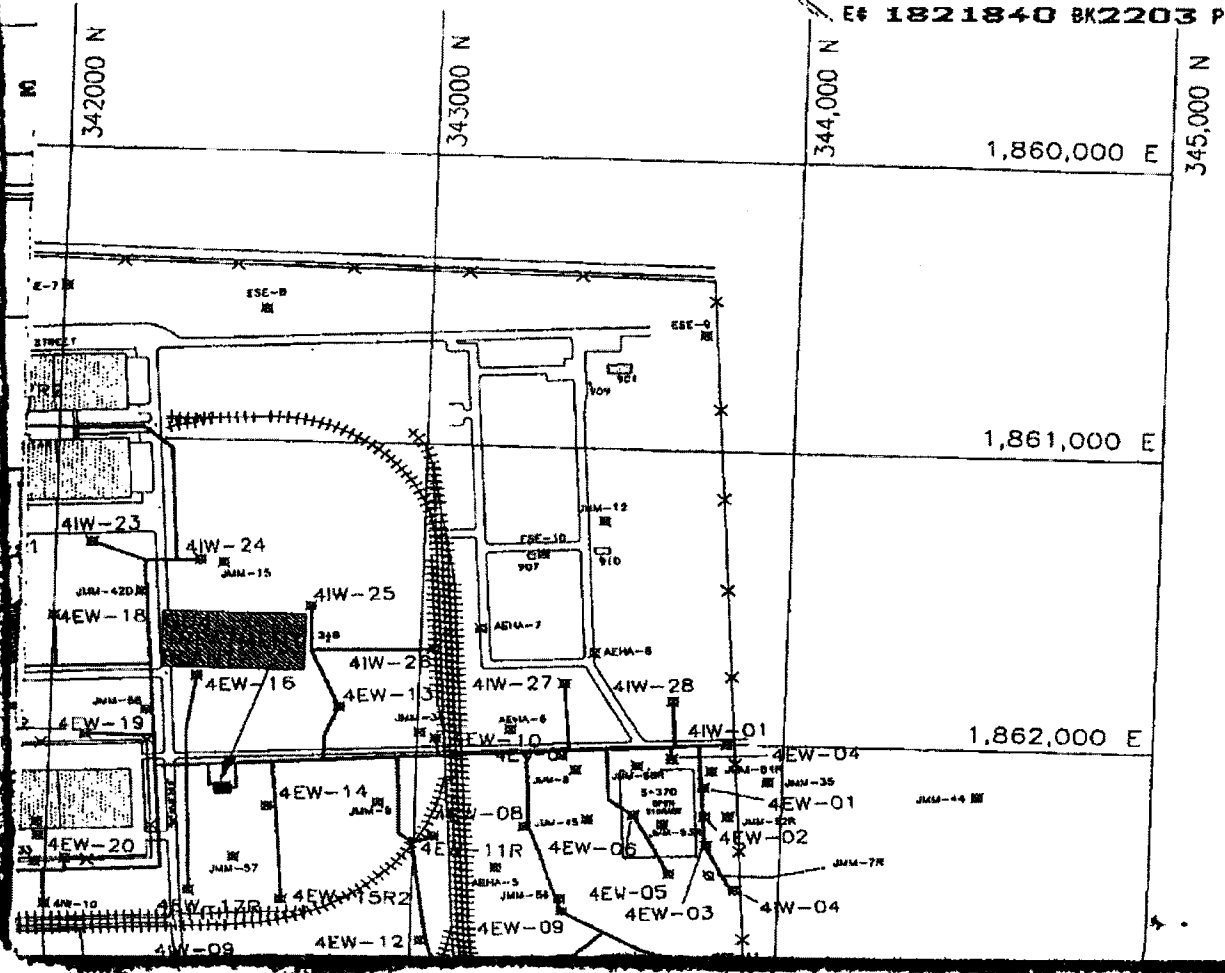
September 20, 2001





E# 1821840 BK2203 PG234

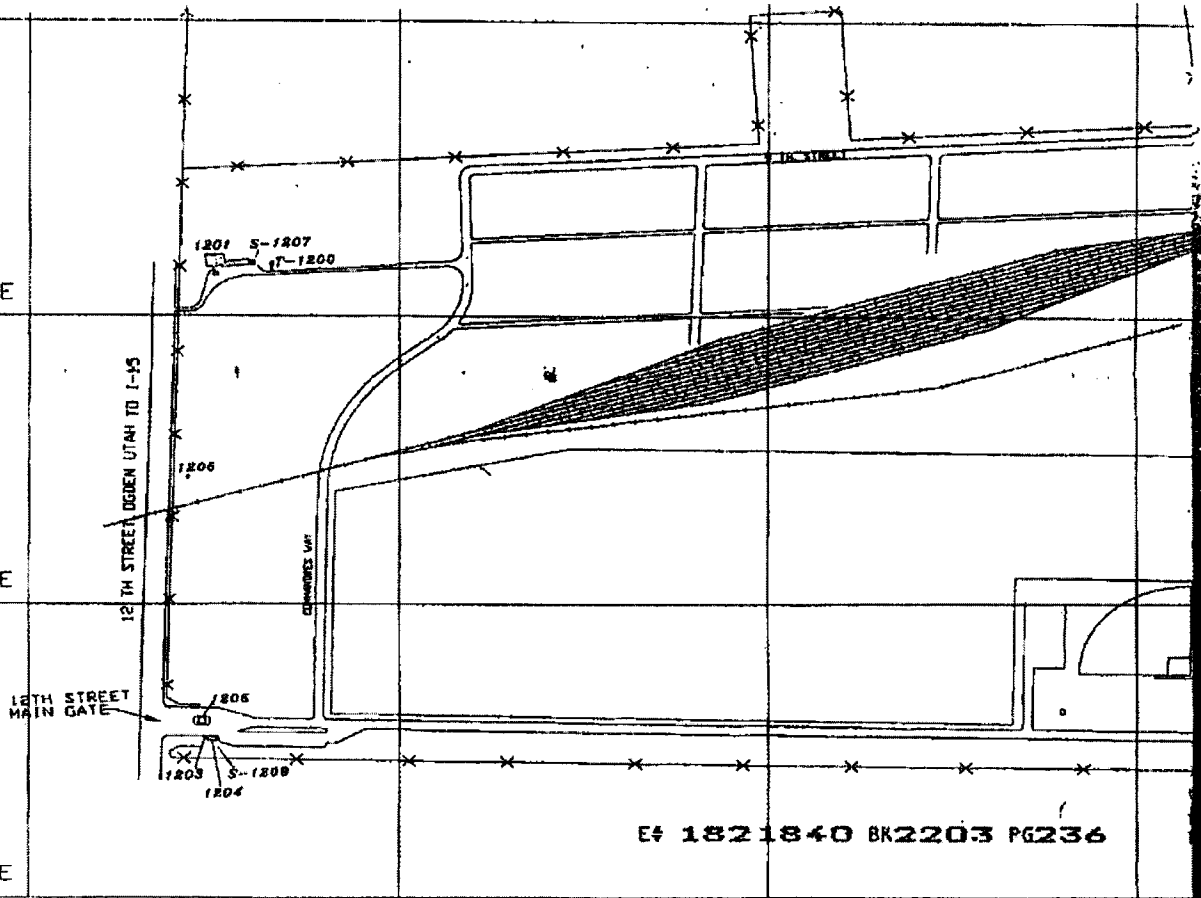




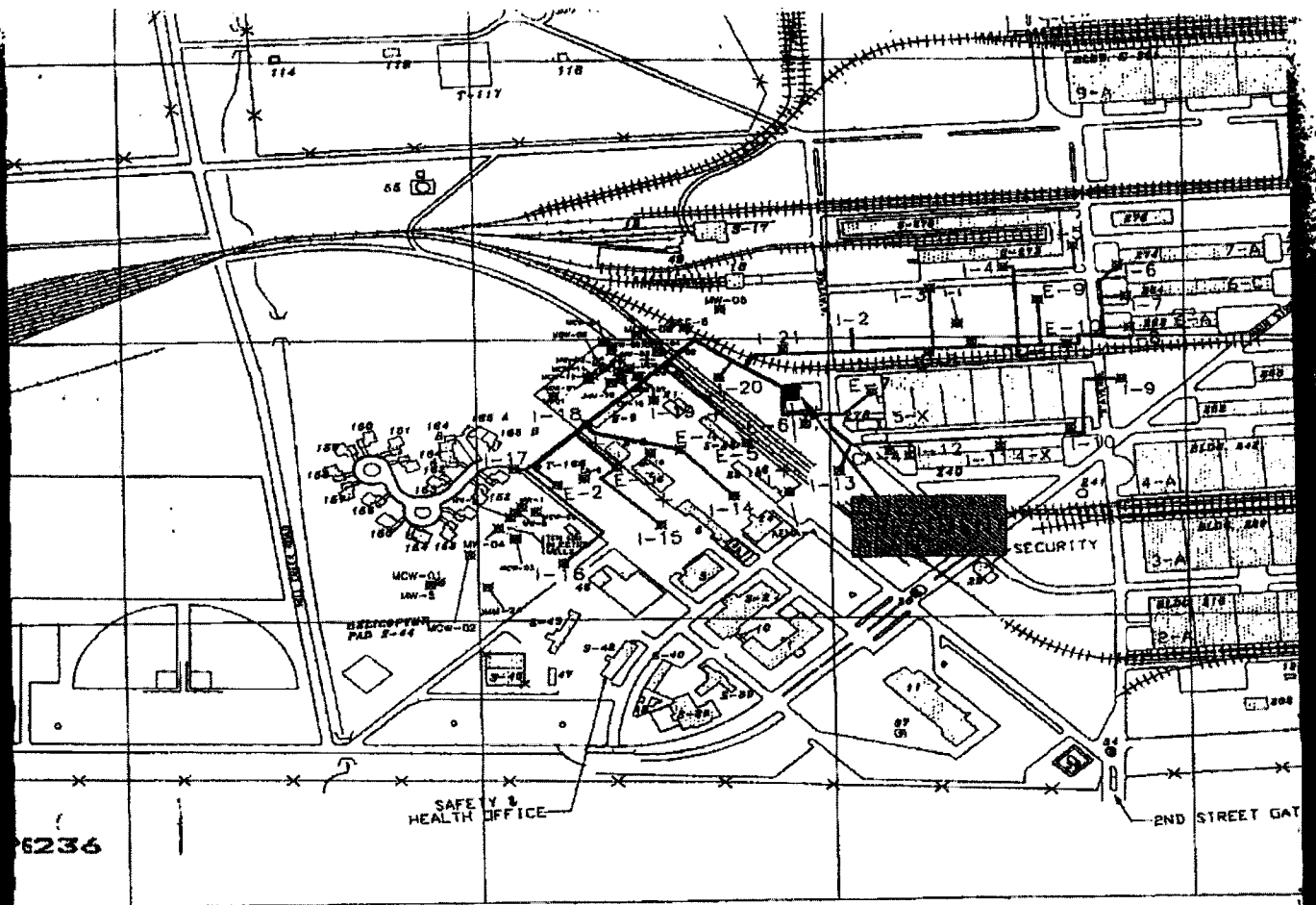
1,864,000 E

1,865,000 E

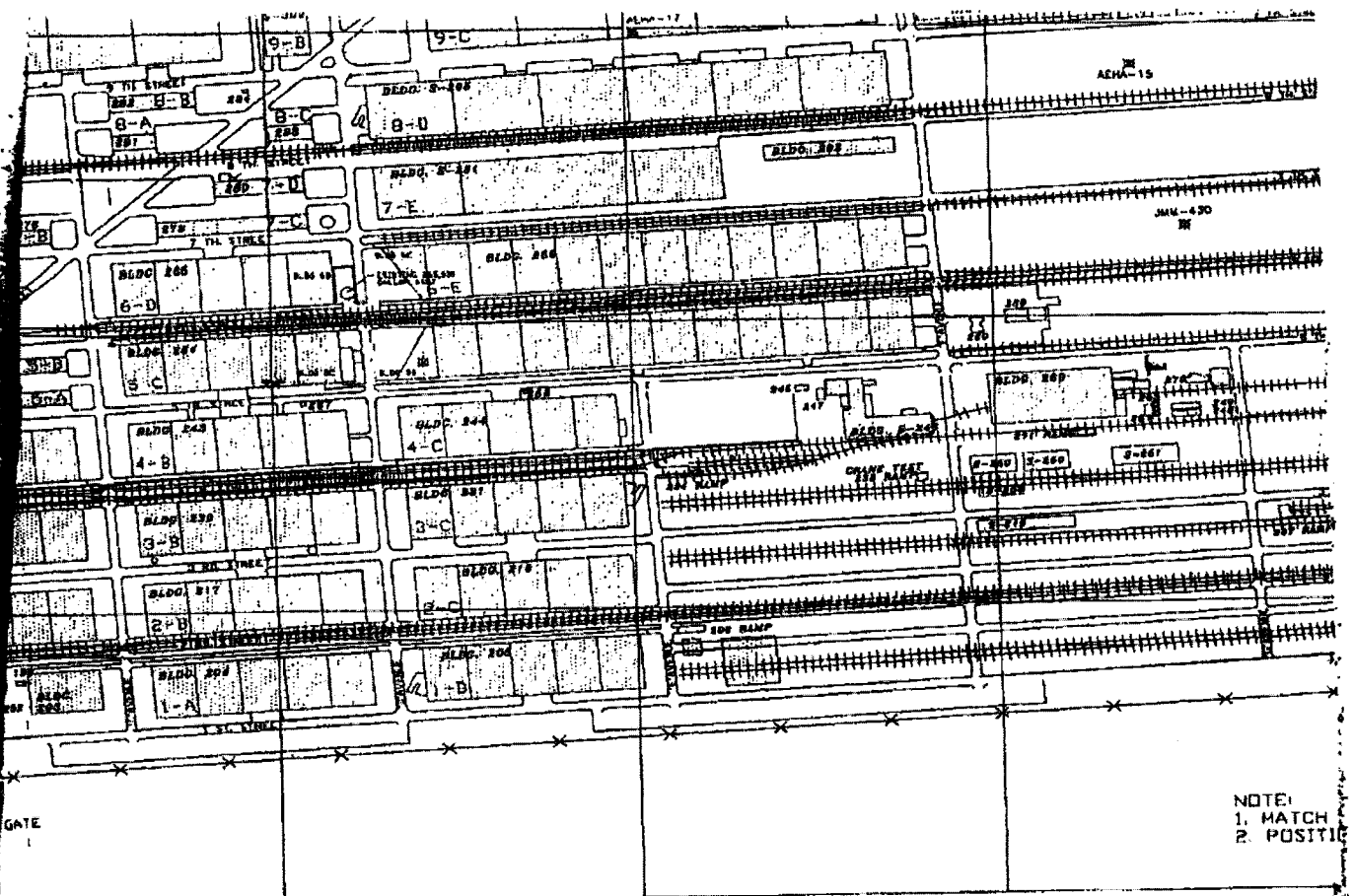
1,866,000 E



E+ 1821840 BK2203 PG236

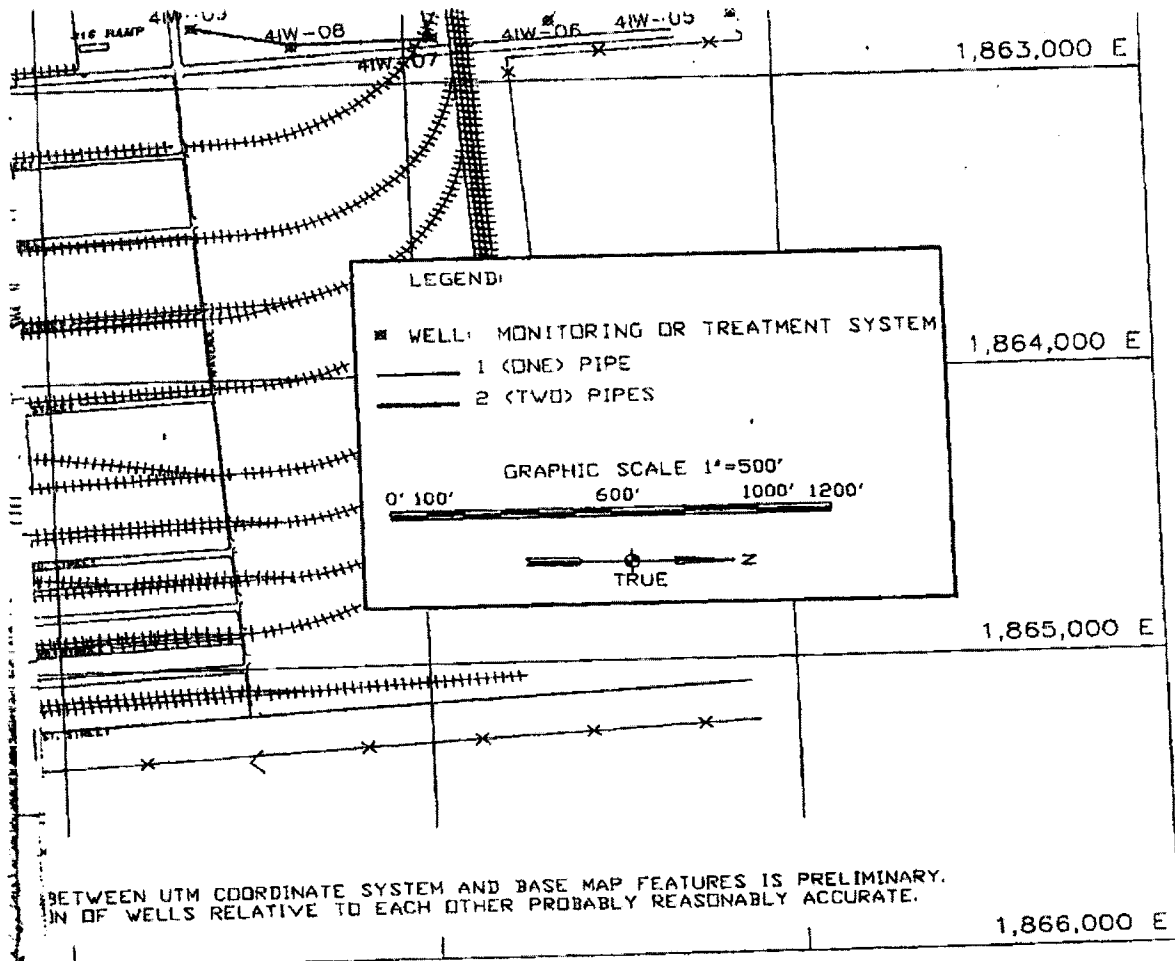


E# 1821840 BK2203 PG237



NOTE:
 1. MATCH
 2. POSITIO

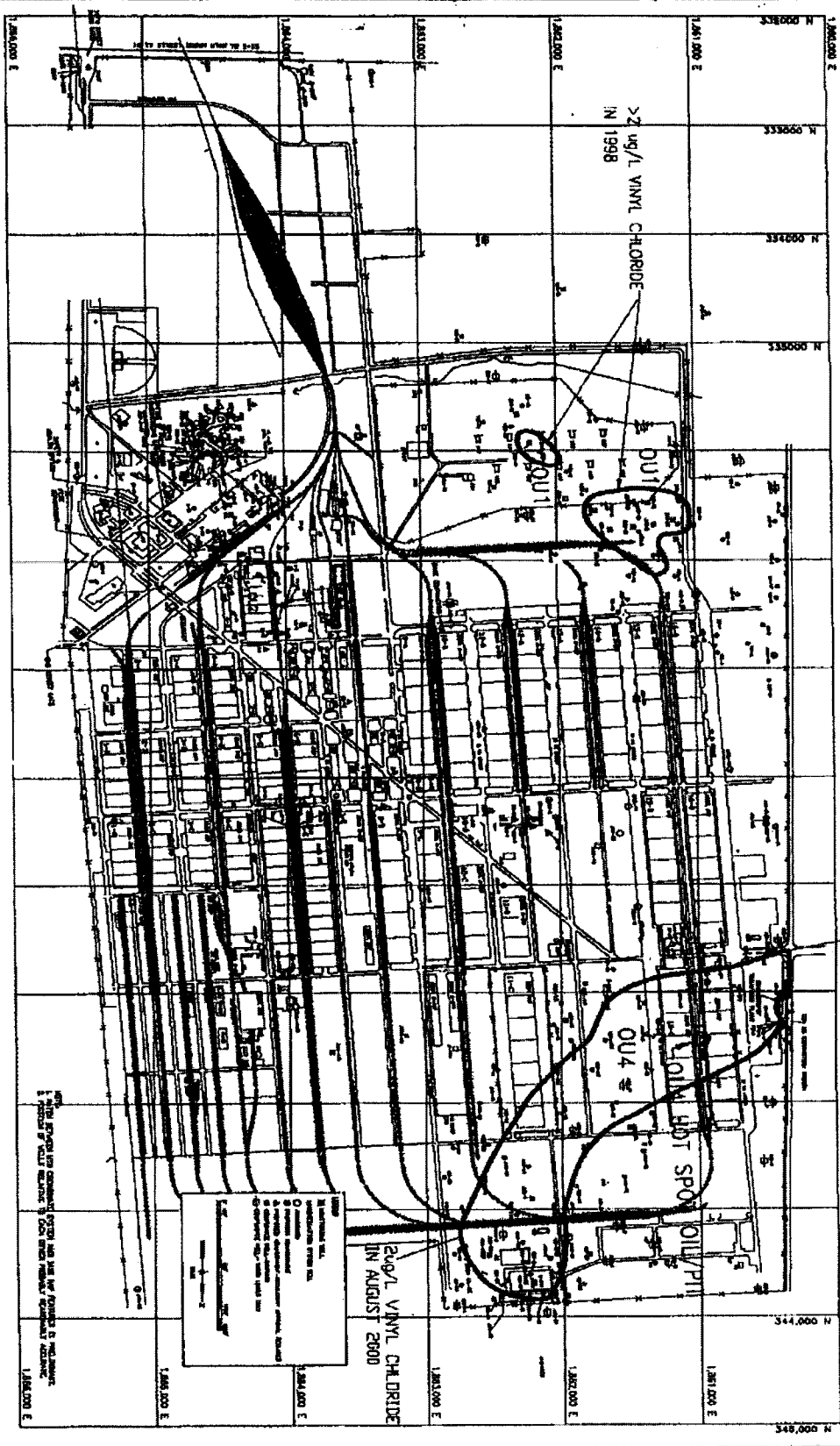
E6 1821840 BK2203 PG238




E# 1821840 BK2203 PG23

Exhibit E

EP 1821840 BK2203 PG240



EG 1821840 R02203 R0241


 DEPARTMENT OF THE ARMY
 SIGNALING DISTRICT
 CORPS OF ENGINEERS
 AUGUST 2001
 DDAN

DEFENSE DEPOT HILL TOP, OGDEN SITE
 AREAS OF THE OU1 AND
 OU4/OU4 HOTSPOT
 CONTAMINANT PLUMES

SCALE: 1"=850 FT.
 DRAWING NUMBER: 1

Exhibit F

ET 1821840 BK2203 PG242

**Table 2 - NOTIFICATION OF HAZARDOUS SUBSTANCE
STORAGE, RELEASE, OR DISPOSAL**

All areas where hazardous substances were stored are listed. In many storage areas it is not known the quantity released therefore it is not known whether a release occurred above the reportable quantity.

BUILDING NUMBER	NAME OF HAZARDOUS SUBSTANCES	DATE OF STORAGE, RELEASE, OR DISPOSAL	REMEDIAL ACTION (RA)
203	Recycling Hazardous materials, Paints, Printing Materials	Storage 1995 to 1997 Storage 1950 to 1972	No RA, Interviews of employees verified no spills. No RA, no known spills or releases.
204 (1A)	PCB's, Flammables, toxics, poisons, pesticides, oxidizers	*Release, PCB's 1998 Storage 1941 to 1997	Concrete cleaned. No RA, visual inspection only.
205 (1B)	PCB Hazardous Materials	Release, PCB's 1998 Storage, 1941 to 1997	Concrete cleaned. No RA, visual inspection only.
216 (2A)	PCB Radioactive Items	Release, PCB's 1998 Warehouse from 1942 to 1997. Quantities unknown. No known spills.	Concrete removed and replaced. Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits.
217 (2B)	PCB	*Release, PCB's 1998	Concrete cleaned.
218 (2C)	PCB, Medical Hazard Materials	Release, PCB's 1998 Storage, 1984 to 1998	Concrete cleaned. No RA, visual inspection only.
228 (3A)	PCB Radioactive Items	*Release, PCB's 1998 Warehouse from 1942 to 1997. Quantities unknown. No known spills.	Concrete removed and replaced. Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits.
230 (3B)	PCB	*Release, PCB's 1998	Concrete removed and replaced.

ET 1821840 BK2203 PG243

EXHIBIT : F

231 (3C)	PCB, POL's Acids, bases	*Release, PCB's 1998 Storage, 1941 to 1998	Concrete removed and replaced. No RA, visual inspection only.
240 (4X)	Pesticides, toxics, oxidizers, acids, corrosives, PCB's	Release STB 1987 Storage, 1941 to 1997	Sandblasted steel beams to remove corrosion. Floor washed. Wipe and core borings sampled/analyzed for total metals, pesticides and pH. All concentrations below Utah RBC screening criteria. pH between 7.98 to 8.6. No other action taken.
243 (4B)	PCB Acids, paints, POL's, solvents Radioactive items	*Release PCB's 1998. Warehouse from 1942 to 1997. Quantities unknown. No known spills. Same as above.	Concrete removed and replaced. No RA, visual inspection only. Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits.
244 (4C)	PCB Bases, toxics, corrosives, acids industrial chemicals	*Release, PCB's 1998 Storage, 1941 to 1997	Concrete removed and replaced. No RA, visual inspection only.
254 (5C)	PCB's Bases, reactives, POL's	Release, PCB's 1998 Storage, 1941 to 1997	Concrete removed and replaced. No RA, visual inspection only.
256 (5D)	PCB's Paints, thinners, POL's, methyl bromide	Release, PCB 1998 Storage, 1941 to 1997	Concrete removed and replaced. RA, wipe sampling for Methyl bromide, none present. ↗
262 (6A)	Hazardous wastes acid, antifreeze, paints, POL's	Release, Maintenance activity 1973 to 1998. Storage 1942 to 1973	Sampled/analyzed for total metals and pH. Metals below Utah RBC screening level. pH range 8.86 to 8.15. No other action taken.
264 (6C)	PCB's Transformers	Storage, PCB Transformers Warehouse from 1942 to 1997	Condition A (new) transformers. No RA, visual inspection only.

E# 1821840 BK2203 PG244

265 (8D)	PCB's	Release, PCB's 1998	Concrete removed and replaced.
266 (6E)	PCB's Solvents and still bottoms	Release, PCB's 1998 Storage/Release 1950 to 1997	Concrete removed and replaced. RA, bearing reconditioning/repacking operation and solvent recycling/recondition of solvents were sampled/analyzed for VOC's, and SVOC's. Levels were below Utah RBC screening criteria.
267	Flammables	Storage, 1942 to 1997	No RA, visual inspection only.
275	Oxidizers, flammables, radioactives, class C explosives, beryllium	Storage, 1942 to 1997	Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits.
359 (15C)	Radioactive Items Paints, Paint/Solvent	Storage 1953 to 1997 Disposal, 1953 to 1997	Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits. No action required. RA, soil sampled/analyzed for VOC's, SVOC's; and total metals. All results were below Utah RBC soil screening criteria.
366 (16B)	Hazardous Materials	Receiving/Storage/ Shipping Warehouse 1953 to 1997	Soil sampled/analyzed for VOC's, SVOC's and total metals. All results were below Utah RBC soil screening criteria.
367 (16C)	Radioactive Items, Hazardous Materials	Storage 1953 to 1997 Receiving/Shipping/ Warehouse 1953 to 1997	Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits. Soil sampled/analyzed for VOC's and TRPH. The levels were below the RBCA Tier 1 screening levels.

*Releases are from leaking vaulted PCB transformers; quantity of PCB release is unknown.

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h). This enclosure provides information on the storage of hazardous substances for one or more years in quantities greater than or equal to 1000 kilograms or the hazardous substances CERCLA reportable quantity (whichever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substance CERCLA reportable quantity. See 40 CFR Part 373.

Exhibit G

EP 1821840 BK2203 P6246

TABLE 3 - NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product	Date of Storage, Release, or Disposal	Remedial Actions (RA)
204 (1A)	Heating Oil	UST removed from service in 1984. Its not known when it was installed.	Soil and groundwater analyzed for TPH in 1997. TPH was not detected.
243 (4B)	Packaged POL's	Storage 1970's to 1996	None
244 (4C)	Heating Oil	UST removed in 1985. Its not known when it was installed.	Soil and groundwater analyzed for TPH in 1997. TPH was not detected.
254 (5C)	Heating Oil	UST closed on site 1992. Tank was installed in 1952.	Cleaned and filled with sand.
254 (5C)	Heating Oil	UST removed in 1992. Tank was installed in 1952.	Tank and contaminated soil removed in 1992. Bioventing was installed in Sep. 1996 and is still operating.
256 (5D)	Heating Oil	UST removed in 1992. UST removed in 1985. Tank installed in 1953.	Tank and contaminated soil removed in 1992. Bioventing was installed in Sep 1996 and is still operating.
256 (5D)	Waste Oil	UST removed in 1985. Tank installed in 1953.	No RA, Tank not leaking.
256 (5D)	Gasoline	UST removed in 1985. Tank installed in 1953.	No RA, Tank not leaking.
262 (6A)	Waste Oil	UST removed in 1987. Tank installed in 1956.	Soil and ground water analyzed for VOC's, TRPH, and total metals in 1997. Concentrations were below DDOU cleanup standards.
262 (6A)	Waste Oil	AST installed in 1987 and removed in 1999.	None.
265 (6D)	Heating Oil	AST installed in 1974 and is still in operation. 265,000 gallon tank.	Soil and ground water analyzed in 1998 for TPH. Corrective Action Plan being developed in 1999. Bioventing started in 1986 and still operating.
308 (demolished)	Heating Oil	UST's installed in 1942 and removed in 1987. (1) tank, 24,000 gal. (1) Tank 12,500 gal.	Soil and ground water analyzed in 1997 for TPH. Concentrations are below Utah RBC screening levels. No other action required.
321 Gas Station (demolished)	Gasoline Regular, unleaded, Diesel fuel and Liquid Petroleum	AST's: All tanks installed in 1956. All tanks removed from service in 1996. All tanks removed from site in 1998. Underground piping leaked. UST installation date unknown.	RA: Tanks, service island and building removed in 1998. Piping had leaked. Contaminated soil removed; Oxygen Enhanced Natural Attenuation installed in 1998.

ET 1821840 BK2203 PG247

EXHIBIT G

321 Gas Station (demolished)	Tanks		UST removed in 1987, being cleaned up as part of Oxygen Enhanced Natural Attenuation.
325 (11B) (demolished)	Drums POL's	Storage 1942 to 1996. Quantities unknown.	None.
358 (15B)	Heating Oil	Five AST's installed in 1974; four leaked. Quantities unknown.	(4) AST's removed in 1986 and (1) in 2000. Bioventing starting in Sep. 1996 and operated until June 2000. Soil and ground water analyzed in 1998 for TPH. Corrective Action Plan resulted in over 16,000 tons of contaminated soil being removed in 2000.
359 (15C)	POL Products	Storage 1953 to 1996. Quantities unknown.	Samples of soil were analyzed for VOC's, SVOC's and total metals in 1997. Analysis was below Utah RBC screening levels.
366 (16B)	POL Products	Storage 1953 to 1996. Quantities unknown.	Soil samples were analyzed for VOC's, SVOC's and total metals in 1997. Analysis was below DDOU background levels.
367 (16C)	POL Products	Storage 1953 to 1996. Quantities unknown.	Soil samples were analyzed for VOC's, SVOC's, TRPH and total metals. Analysis showed concentrations are below Utah RBCA Tier I screening levels.

Army Material Command's (AMC) unofficial policy for notification includes amounts of petroleum in excess of 55 gallons either stored for greater than one year or released. No release to surface waters occurred.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

January 2, 2002

Facilities Support Unit

Subject: The Former Defense Distribution Depot Ogden, UT
(DDOU); Quitclaim Deed No. DACA05-9-01-607

Mr. Michael D. Pavich
Executive Director
Ogden Local Redevelopment Authority
2484 Washington Boulevard, Suite 300
Ogden, UT 84401

Dear Mr. Pavich:

The fully executed Quitclaim Deed which conveys 239.85 acres to Ogden City is enclosed. Please return a copy with the Weber County recordation information to this office.

Please do not hesitate to call me (916) 557-6994 or 6815 if you have any questions.

Sincerely,

Susan Krinks

Susan Krinks
Chief, Facilities Support Unit

Encl

CF: (w/enclosure)

Commander, Defense Distribution Depot Ogden, Attn: Ms. Mallis,
5851 F Avenue, Building 849, Room B-35, Hill AFB, UT
84056-5713

Commander, Defense Distribution Depot Hill UT, Attn: Tim Craner,
Stock Maintenance Division, 6149 Wardleigh Road, Building
1160, Hill AFB, UT 84056-5713

ES 1821840 BK2203 PG249

Commander, Defense Logistics Agency, Attn: BRACO, (Ms. Jeanne Masters), 8725 John J. Kingman Road, Room 4247, Fort Belvoir, VA 22060-6221

Commander, Defense Logistics Agency, Defense Distribution Center ATTN: Ron Marichak (DDC-T BRAC Office), 2001 Mission Drive, New Cumberland, PA 17070

Commander, Headquarters, U.S. Army Materiel Command, Attn: AMCEN-R, (Mr. Goetz), 5001 Eisenhower Avenue, Alexandria, VA 22333-0001

Director, USAMC Installations and Services Activity, Attn: AMXEN-C, (Ms. Terrill), Building 60, 2nd Floor, Rock Island, IL 61299-7190

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E6 1821840 BK2203 P6250