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For REDEVELOPMENT AGENCY OF TOOELE  
TOOELE COUNTY CORPORATION

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**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
ECONOMIC DEVELOPMENT CONVEYANCE  
TOOELE ARMY DEPOT**

**DECEMBER 18, 1998**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ECONOMIC DEVELOPMENT CONVEYANCE is made and entered into this 18th day of December, 1998, by the United States of America, acting by and through the Secretary of the Army (the "Army"), pursuant to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note. .

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**ARTICLE I  
BACKGROUND AND PURPOSE**

1.1 The Army operated a military depot on the Property that is the subject of this Declaration (see the definition of "Property" further described in Section 3.15 below) from 1942 to the present. There are historical records and other information indicating that, during this time, releases and disposal of waste by the Army occurred on the Property at areas now known as solid waste management units ("SWMUs"). The Army has investigated and continues to investigate these SWMUs to characterize them, to determine whether they pose any threat to human health or the environment, and to determine whether they must be remediated or addressed in some other manner. Remediation with respect to some SWMUs has been completed, remediation continues for some SWMUs and will continue into the future as necessary.

1.2 In the course of its investigations, the Army has also discovered plumes of groundwater contamination. The Army is currently remediating some of this groundwater contamination, and is investigating the remaining groundwater contamination.

1.3 The purpose of this Declaration is to protect human health and the environment by restricting the use of the Property where there are SWMUs and contaminated groundwater and by notifying the Transferee of the obligation to exercise due care with respect to contaminated or potentially contaminated property. These covenants, conditions, and restrictions are described in Article VI, Article VII, Section 8.6, Article IX, and Section 11.1

1.4 These property use restrictions may be terminated as investigations and Response Actions are completed. The process for termination, removal and modification of the covenants, conditions, and restrictions is described in Article VIII.

1.5 In the Deed transferring title of the Property from the Army to the Redevelopment Agency of Tooele City, Utah (the "RDA"), the Army reserves an easement for access and enforcement.

**ARTICLE II  
RECITALS**

WHEREAS, the Army is the owner of certain federal land known as the Tooele Army Depot, situated in Tooele County, Utah; and

WHEREAS, the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, (the "Act"), requires the Department of Defense to realign the maintenance mission of the Tooele Army Depot and in connection therewith dispose of certain real property at the Tooele Army Depot, said real property being more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the United States, as authorized by Public Law No. 101-510, as amended, and implementing regulations, has determined that the RDA application meets the criteria for conveyance to assist economic development and has accepted the RDA's application and has made a final disposal decision with regard to the Property; and

WHEREAS, the Army must transfer the Property in compliance with the provisions of the National Environmental Policy Act of 1969, as amended ("NEPA"), 42 USC 4321 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 USC 9601, et. seq., and other appropriate guidelines, regulations, laws, and executive orders pertaining to the transfer of the Property to the RDA; and

WHEREAS, the Property is part of the Tooele Army Depot, which the U.S. Environmental Protection Agency ("USEPA"), pursuant to Section 105 of CERCLA, 42 U.S.C. section 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register (55 Fed. Reg. 35502, 35509; August 30, 1990); and

WHEREAS, Section 334 of the 1997 Defense Authorization Act, Public Law 104-201, provides for the transfer of contaminated federal property before the Army's completion of required Response Actions with the concurrence of the Governor of the State of Utah and the Administrator of the USEPA; and

WHEREAS, the Army acknowledges that the Property is to be conveyed to the RDA and developed by the RDA's successors-in-interest for residential, commercial and industrial use, for economic development purposes, in substantial conformance with the base reuse plan for the Property promulgated by the RDA under the Act (the "Development"); and

WHEREAS, in view of the contemplated Development, and to protect human health and the environment, the Army intends to declare protective covenants, conditions and restrictions, which restrict the use of the Property in such a manner as to avoid potential harm to the public or the environment which may result from hazardous

substances which exist on the Property, and which require Transferees to exercise due care with respect to contaminated or potentially contaminated property; and

WHEREAS, the covenants, conditions and restrictions contained herein may be released or modified in conformance with this Declaration;

NOW, THEREFORE, in consideration of the foregoing, the Army hereby sets forth this Declaration of Covenants, Conditions and Restrictions for Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note).

### **ARTICLE III DEFINITIONS**

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

3.1 *Army* - The United States Army, its officers, agents, employees, contractors, and subcontractors, and its successor agencies.

3.2 *BRAC (Base Realignment and Closure)* - The program to realign/consolidate defense missions or close select military installations, and turn over ownership and control of the real and personal property to one or more entities, both government or private, pursuant to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note.

3.3 *CERCLA* - The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601, *et seq.* CERCLA provides requirements for the investigation and remediation of releases of hazardous substances, as well as the requirements for the transfer of federal real property.

3.4 *CERCLA Warranty* - The warranty given by the United States, as set forth in 42 U.S.C. 9620(h)(3)(A)(ii)(I), that all Response Actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken.

3.5 *Declaration* - This Declaration of Covenants, Conditions and Restrictions for Economic Development Conveyance Pursuant to the Base Realignment and Closure Act of 1990, made by the Secretary of the Army.

3.6 *Deed* - The deed transferring title to the Property from the Army to the RDA under BRAC.

3.7 *FFA (Federal Facilities Agreement)* - The interagency agreement between the Army, UDEQ and USEPA, outlining the requirements and schedules for the investigation and remediation of hazardous substances and solid and hazardous waste sites at TEAD, which may be amended or modified from time to time. The FFA currently in place at TEAD is dated September 16, 1991.

3.8 *Hazardous Substances* - The meaning as set forth in CERCLA at 42 U.S. Code 9601(14).

3.9 *Improvements* - Buildings, roads, driveways, paved parking areas, and utility systems constructed or placed upon any portion of the Property.

3.10 *IRP (Installation Restoration Program)* - The TEAD program under which the Army, as a component of the Department of Defense, investigates and implements remedies for sites contaminated with hazardous substances and solid and hazardous waste, pursuant to and under the FFA and PCP for TEAD and under BRAC, RCRA, CERCLA, TSCA and other applicable federal and state laws.

3.11 *Long Term Restrictions* - Those restrictions, as set forth in Article VI herein.

3.12 *NPL* -The National Priorities List as set forth in 40 C.F.R. Part 300, Appendix B, as amended.

3.13 *Parcel* - See Restoration and Reuse Parcel below.

3.14 *PCP (Post Closure Permit)* -The permit issued by the State of Utah, detailing the requirements for the investigation and implementation of corrective measures pertaining to solid and hazardous waste sites being addressed under the Resource Conservation and Recovery Act, which may be amended or modified from time to time. The PCP currently in place at TEAD is entitled the Industrial Waste Lagoon, Post Closure Permit, dated 7 January 1991.

3.15 *Property* - The property being offered for transfer by the Army to the RDA pursuant to PL 101-510, as described in Exhibit "A".

3.16 *RCRA* - The Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the federal statute which establishes a regulatory program governing the requirements for the storage, generation, transportation, treatment and disposal of hazardous wastes, in addition to closure requirements for Solid and Hazardous Waste Management Units.

3.17 *RDA* - The Redevelopment Agency of Tooele City, Utah, and any successor agency or entity.

3.18 *Residential Use* - "Residential Use" means: (i) a single-family dwelling or a single family dwelling unit in a structure that contains more than one separate residential dwelling unit, and such dwelling or unit is used or occupied as a residence of one or more persons; (ii) day care or schools for children; and (iii) agriculture for human consumption. "Residential Use" does not include commercial/industrial uses or non-residential uses such as: hotels, hospitals, or facilities used for temporary occupancy.

3.19 *Response Action* - "Response Action" shall have the same meaning as under CERCLA. In addition, "Response Action" shall include corrective action under RCRA and the Utah Solid and Hazardous Waste Act, Utah Code Ann. Section 19-6-101 et seq., and implementing regulations and rules.

3.20 *Restoration and Reuse Parcel or Parcel* - A defined parcel of land within the Property against which the restrictions set forth herein apply as indicated. A map of the boundaries of each Restoration and Reuse Parcel is attached hereto as Exhibit "B" and incorporated by reference herein.

3.21 *SWMU* - A solid waste management unit. A detailed legal description and survey maps of the boundaries of each SWMU are attached hereto as Exhibit "C" and incorporated by reference herein.

3.22 *TEAD* - That certain Army installation known as Tooele Army Depot, located in Tooele, Utah, including all property subject to BRAC and all Army-retained property.

3.23 *Temporary Restrictions* - Those restrictions, as set forth in Article VII herein.

3.24 *Transferee* - The Redevelopment Agency of Tooele City, Utah, and any successors, assignee, lessee, sub-lessee, lender of the RDA or the successors and assigns of the foregoing.

3.25 *TSCA* - The Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.

3.26 *UDEQ* - The State of Utah, Department of Environmental Quality, its officers, agents, employees, contractors, and subcontractors, and its successors and assigns.

3.27 *USEPA* - The United States Environmental Protection Agency, its officers, agents, employees, contractors, and subcontractors, and its successors and assigns.

#### **ARTICLE IV DECLARATION**

4.1 The Army hereby declares that it will complete all environmental Response Actions on the Property required pursuant to applicable law. The Army's obligation under this Declaration is subject to the availability of appropriated funds to the Army, and nothing in this Declaration shall be interpreted to require obligations or payments by the United States in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341.

4.2 The Army declares that the Property and each Parcel thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions (collectively called "Covenants, Conditions and Restrictions"), all of which are declared and agreed to be in furtherance of conveyance of title to the Property from the Army to the RDA and subsequent conveyances of interests in the Property, in fee or otherwise. The Covenants, Conditions and Restrictions set forth herein shall run with the land and each estate therein and each interest or estate shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any Parcel thereof; shall inure to the benefit of every Parcel included within the Property and any interest therein, and the same shall inure to the benefit of other adjacent property, the title to which is retained by the Army; and shall inure to the benefit of and be binding upon the Army and its successors in interest; and may be enforced by the United States of America, or by the RDA, or any other Transferee, or by designated government agencies, as hereafter provided.

4.3 A Table of Allowed Uses and Restrictions summarizing the allowed uses and the restrictions applicable to each of the Parcels, and the SWMUs and Buildings within each Parcel, is attached hereto as Exhibit "D" and incorporated herein by reference.

4.4 All purchasers, lessees, or possessors of any portion of the Property or any interest therein shall be deemed by their purchase, leasing, or possession of such Property,

or the acquisition of any interest in the Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assigns, and their agents, employees, and lessees of such owners, heirs and successors and assigns, that the Covenants, Conditions and Restrictions herein established must be adhered to for the benefit of all future owners and occupants by protecting human health and the environment, and that their interest in the Property shall be subject to the Covenants, Conditions and Restrictions contained herein.

4.5 The Army declares that the Covenants, Conditions and Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases and other instruments of conveyance of any portion of the Property and of any interest in the Property.

4.6 The Recitals set forth in Article II are incorporated into this Declaration by this reference.

4.7 The Army declares that it has an interest in maintaining the value of property it shall retain at the Tooele Army Depot, by minimizing the risk of negative effects that could result from future uses of neighboring Property conveyed in the deed, which uses would be inconsistent with the protection of human health and the environment. Also, for the continued operation of property it shall retain, the Army has an interest in restricting residential development in all Industrial Parcels, and, accordingly, reducing the volume of traffic on area roads, minimizing pressure on existing Army-owned utility systems, and avoiding impact and associated liability of Army activities on area residents. The Army also has an interest in restricting the withdrawal of or disruption of water in contaminated aquifers beneath the Property conveyed in the deed and identified in this Declaration of Covenants, Conditions and Restrictions, so as to prevent the risk of contaminated water plumes migrating to clean aquifers beneath property that the Army is retaining at the Tooele Army Depot. The Army also has an interest in restricting excavation on SWMUs identified in this Declaration, so as to reduce the risk of a release of contaminants through runoff onto property the Army is retaining. The Army acknowledges that the interests enumerated in this Section 4.7 are adequately protected by the establishment of the restrictions set forth in Articles VI, VII, Section 8.6, Article IX, and Section 11.1 hereof, and that such interests do not grant independent or new rights to establish restrictions other than those set forth in said provisions hereof.

**ARTICLE V  
DE-LISTING OF THE PROPERTY AS AN NPL SITE**



The Army acknowledges that TEAD has been identified as a National Priority List ("NPL") Site under CERCLA. The Army agrees that it will on its own or in cooperation with the Transferee take action, at the appropriate time, to de-list the Property as an NPL site. Upon the de-listing by USEPA of the Property or any portion thereof as an NPL site, the Army will issue a Notice of De-listing, substantially in the form attached hereto as Exhibit "E". The Notice of De-listing will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the Transferee.

## **ARTICLE VI LONG-TERM RESTRICTIONS**

In order to protect human health and the environment, the following long-term restrictions apply:

6.1 RESIDENTIAL RESTRICTION. Residential Use shall not be allowed on certain portions of the Property on a long-term basis. Those portions of the Property where Residential Use on the Property or in certain buildings situated on the Property is restricted on a long-term basis are identified on Exhibit "D." This restriction shall continue unless and until modified, pursuant to Section 8.4, for any particular Parcel burdened by this Section 6.1.

6.2 GROUNDWATER TREATMENT AND MONITORING SYSTEM RESTRICTION The Transferee shall not tamper with, disrupt, inflict damage, obstruct, or impede any groundwater treatment or monitoring system, well or wellhead vault, nor inject any materials into wells on the Property or activities related thereto. The Transferee shall not discharge water onto the ground in quantities that would negatively impact groundwater quality or remediation of groundwater. This restriction shall continue unless and until modified, terminated or removed for any particular Parcel burdened hereby pursuant to Sections 8.1, 8.4 or 8.7.

6.3 GROUNDWATER WITHDRAWAL RESTRICTION.

6.3.1 Except as provided in Section 6.3.2 below, the Transferee shall not access or extract groundwater, nor inject any materials into wells located on these defined parcels. This restriction applies within the boundaries of Restoration and Reuse Parcels IND 1, and IND 3-15 (located in the TEAD BRAC Industrial Area as described in Exhibits "A" and "B"). This restriction shall continue unless and until modified, terminated or removed for any particular Parcel burdened hereby pursuant to Sections 8.1, 8.4 or 8.7.

6.3.2 Notwithstanding the provisions of Section 6.3.1 above, groundwater may be accessed and extracted from any culinary water well(s) transferred by the Army to the RDA; however, no such well will be used unless and until its use is approved by UDEQ and USEPA.

## **ARTICLE VII TEMPORARY RESTRICTIONS**

7.1 TEMPORARY RESTRICTIONS PERTAINING TO REMEDIATION OF SPECIFIC PARCELS. The temporary restrictions set forth in Section 7.1.1 through 7.1.3 below apply within the boundaries of the SWMUs. The detailed legal description and survey maps of the boundaries of each SWMU are attached hereto as Exhibit "C" and incorporated herein by reference.

7.1.1 The Transferee shall not disrupt, inflict damage, obstruct, or impede any environmental remediation systems, fencing or activities within the SWMUs. Further, the Transferee shall not conduct or permit its agents to conduct or permit any subsurface excavation, digging, drilling, or other disturbance of the surface or subsurface within the SWMUs, except as provided in Section 8.7 herein.

7.1.2 The Transferee shall not construct, make or permit any alterations, additions, or Improvements to the SWMUs, except as provided in Section 8.7 below.

7.1.3 Residential Use shall not be allowed, on a temporary basis, on those portions of the Property described in Exhibit "C" and referenced in Exhibit "D" as SWMUs 52 and 57. This restriction shall continue unless and until terminated and removed, pursuant to Section 8.2, for such SWMUs.

7.1.4 When all necessary Response Actions have been completed for a specific SWMU or residential restriction under Section 7.1.3, the procedure for removing the restrictions set forth in Section 7.1.1 through 7.1.3, as applicable, is set forth in Section 8.2 below, and the Transferee will be entitled to a CERCLA Warranty, pursuant to the procedure set forth in Section 8.5 below.

### 7.2 USE RESTRICTIONS APPLYING TO SPECIFIC BUILDINGS.

7.2.1 The temporary restriction set forth in Section 7.2.2 below applies to Buildings 611, 659 and certain areas surrounding Building 637. Said buildings and areas are depicted on the Map attached as Exhibit "B" hereto. Building 611 presently contains lead contamination resulting from an indoor firing range; areas surrounding Building 637

are contaminated with petroleum products that were released from Underground Storage Tanks ("USTs"); and Building 659 was historically utilized for the storage of electrical transformers, and during closure of the building it was determined that the floor surface was contaminated with PCBs.

7.2.2 The Transferee shall not enter or otherwise access Buildings 611 and 659 until written notification is received from the Army, that all required Response Actions have been completed. Additionally, the Transferee shall not disrupt, inflict damage, obstruct, or impede any environmental systems or activities, or conduct or permit its agents to conduct or permit any subsurface excavation, digging, drilling or other disturbance of the surface or subsurface of the area surrounding Building 637 as depicted on Exhibit "B" until written notification is received from the Army, that all required Response Actions have been completed. Subject to the foregoing, the Transferee may access and otherwise occupy Building 637.

7.2.3 Due to the nature of contamination in or around the buildings, as described above, Buildings 611 and 659, or the depicted areas surrounding Building 637, are not presently suitable for their intended reuse in their existing condition. When all necessary Response Actions have been completed for a specific building as set forth above, the procedure for removing such restriction is set forth in Section 8.3 below, and the Transferee will be entitled to the CERCLA Warranty, pursuant to the procedure set forth in Section 8.5 below.

7.3 COORDINATION OF NEW BUILDING LOCATION. In order to facilitate proper placement of future, necessary groundwater treatment systems, the Transferee shall not construct or otherwise place or locate any new building or structure that exceeds 240 feet in length or width, or with a total ground footprint greater than 60,000 square feet, within the boundaries of Industrial Parcels 6 through 10 as identified on Exhibit "B" attached hereto, without first coordinating the construction, placement or location thereof with the Army. This obligation shall continue until the remedy for all groundwater contamination is in place and has been demonstrated to be operating properly and successfully, whereupon this obligation shall be terminated and removed pursuant to Section 8.5 .

## **ARTICLE VIII TERMINATION, REMOVAL AND MODIFICATION**

8.1 GROUNDWATER RESTRICTIONS. The procedure for termination and removal of Groundwater Restrictions under Section 6.2 and 6.3, shall be as follows:

8.1.1 The Army will complete remediation under the IRP.

8.1.2 The Army will submit a close-out report and applicable decision document to UDEQ and USEPA.

8.1.3 Upon receipt of a letter or other documentation from the UDEQ and USEPA accepting the Army's certification that all necessary Response Actions pertaining to groundwater has been completed for such Parcel, and the groundwater is fit for human consumption, the Army will issue a Groundwater Certificate of Termination and Removal, substantially in the form attached hereto as Exhibit "F" (the "Groundwater Certificate"). A copy of such letters or other documentation shall be attached as an exhibit to the Groundwater Certificate. The Groundwater Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel.

8.2 TEMPORARY RESTRICTIONS - SWMU. The procedure for termination and removal of the temporary restrictions under Section 7.1 shall be as follows:

8.2.1 The Army will complete remediation under the IRP or otherwise determine that no remediation is necessary.

8.2.2 The Army will submit a close-out report and applicable decision document to UDEQ and USEPA.

8.2.3 Upon receipt of a letter or other documentation from the UDEQ and USEPA accepting the Army's certification regarding the remediation for such Parcel or applicable portion thereof, the Army will issue a SWMU Certificate of Termination and Removal, substantially in the form attached hereto as Exhibit "G" (the "SWMU Certificate"), which includes the CERCLA Warranty that all necessary response action pertaining to the SWMU has been completed for such SWMU. A copy of such letters or other documentation shall be attached as an exhibit to the SWMU Certificate. The SWMU Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel.

8.3 TEMPORARY RESTRICTIONS - SPECIFIC BUILDINGS. The procedure for termination and removal of Use Restrictions Applying to Specific Buildings under Section 7.2 shall be as follows:

8.3.1 The Army will complete the required Response Actions under the IRP.

8.3.2 The Army will submit a close-out report and applicable decision document to UDEQ and USEPA .

8.3.3 Upon receipt of a letter or other documentation from UDEQ and USEPA, accepting the Army's certification of completion of the Response Action for such building, the Army will issue a Building Certificate of Termination and Removal, substantially in the form attached hereto as Exhibit "H" (the "Building Certificate"), which includes a warranty that the building or depicted areas surrounding the building, are presently suitable for its intended reuse in its existing condition. A copy of such letters or other documentation shall be attached as an exhibit to the Building Certificate . The Building Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel underlying the Building.

8.4 MODIFICATION OF USE/RESTRICTIONS . In the event the Transferee desires to change the use or restriction of a Parcel of Property which may require a higher standard of remediation or additional risk assessment, than that to be performed by the Army under applicable law, then the following procedure shall apply:

8.4.1 Exhibit "D" sets forth the categories of uses for each Parcel within the Property. If the Transferee wishes to change the land use of a Parcel from the land use identified in Exhibit "D", and if such new land use will require additional remediation, sampling and analysis, or evaluation for that Parcel, then all costs (including oversight costs) associated with the change in land use will be borne by the Transferee seeking to change the land use. This Section 8.4 sets forth the procedure by which such change of use may be accomplished.

8.4.2 If appropriate, the Transferee will submit a work plan for additional remediation to the Army, UDEQ and USEPA. Upon approval of the work plan by the Army, UDEQ and USEPA, the Transferee will complete such remediation as may be required, if any, in accordance with applicable law or regulation, or the FFA or PCP, as applicable. The Army may, as a condition to such approval, require that the Transferee post a completion bond or other assurances reasonably acceptable to the Army that the Transferee will complete such additional remediation work. Upon satisfactory completion of such remediation work, the completion bond or other assurances, as applicable, will be released.

8.4.3 The Transferee may, at any time, submit to the Army, UDEQ and USEPA a risk assessment, conducted using rules and guidance then applicable, that demonstrates that a restriction is no longer necessary, or will no longer be necessary after proposed remediation is completed.

8.4.4 If the Army's, UDEQ's and USEPA's acceptance of a proposed change in land use is conditioned upon the Transferee's completion of proposed remediation, the Transferee, upon completion of remediation, will submit a close-out report and certification of completion of such work to the Army, UDEQ and USEPA.

8.4.5 Upon receipt of a letter or other documentation from the Army and UDEQ and USEPA accepting the Transferee's certification of completion of required remediation for such Parcel, if any, and/or approval for modification of a change in use pursuant to Section 8.4 hereof, the Transferee will issue a Certificate of Modification of Use/Restrictions (the "Use Certificate"), substantially in the form attached hereto as Exhibit "I". A copy of such letters shall be attached as an exhibit to the Use Certificate. The Use Certificate will be recorded by the Transferee in the office of the Tooele County Recorder. A copy of the recorded Use Certificate will be provided by the Transferee to the Army.

8.5 TERMINATION OF OBLIGATION TO COORDINATE NEW BUILDING LOCATION; VESTING OF CERCLA WARRANTY. The obligation to coordinate the location of new buildings under Section 7.3 shall be terminated and removed and the CERCLA Warranty shall vest as follows:

8.5.1 With respect to the Parcels encumbered by the restriction under Section 6.3, and the obligation to coordinate the location of new buildings under Section 7.3, upon receipt of a letter or other documentation from UDEQ and USEPA, accepting the Army's certification that the remedy for groundwater is in place and has been demonstrated to be operating properly and successfully for said Parcel, the Army will issue a Groundwater Warranty Certificate, substantially in the form attached hereto as Exhibit "J" (the "Groundwater Warranty Certificate"). A copy of said letter or other documentation shall be attached as an exhibit to the Groundwater Warranty Certificate. The Groundwater Warranty Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel. Upon recordation of the Groundwater Warranty Certificate, the obligation to coordinate the location of new buildings under Section 7.3 shall be terminated and removed and the CERCLA Warranty shall vest with respect to groundwater.

8.5.2 With respect to SWMUs identified under Section 7.1, the CERCLA Warranty shall vest with respect to such SWMU upon recordation with the Tooele County Recorder of the SWMU Certificate as provided in Section 8.2 herein.

8.5.3 With respect to Buildings 611 and 659 and the depicted area surrounding Building 637, identified under Section 7.2, the CERCLA Warranty shall vest with respect to such building or areas upon recordation with the Tooele County Recorder of the Building Certificate as provided in Section 8.3 herein.

8.5.4 With respect to all of the Property that is not encumbered by any restriction under Section 6.3, 7.1 and 7.2 hereunder, the CERCLA Warranty shall vest upon delivery of the Deed by the Army to the RDA.

8.6 RESERVATION OF RIGHT TO MODIFY RESTRICTIONS. With respect to Long-term Restrictions, Temporary Restrictions Pertaining to Remediation of Specific Parcels, and Use Restrictions Applying to Specific Buildings, under Sections 6.1, 6.2, 6.3, 7.1 and 7.2 above, as applicable, the Army, notwithstanding such sections, reserves the right, in order to protect human health and the environment, to only partially remove and terminate restrictions that apply without removing all restrictions that apply to said Parcel, SWMU, Building or depicted area. In addition, the Army reserves the right to add additional restrictions to include precluding residential use on SWMUs, if necessary, to protect the human health and the environment. In such event, the Groundwater Certificate, SWMU Certificate, Building Certificate and Land Use Certificate, as applicable, may be issued reflecting the partial removal of, the addition of, or continuation of restrictions on the same SWMU, Building or depicted area, or the termination of restrictions, as appropriate to protect human health and the environment.

8.7 REVIEW AND APPROVAL OF PROPOSED ACTIVITIES.

8.7.1 If the Transferee wishes to conduct a restricted activity (including excavation on a SWMU) on a Parcel on which any restriction as set forth in Articles VI and VII hereunder applies within such Parcel, the Transferee shall prepare a written description of its proposal and submit it to the Army who shall notify UDEQ, in writing, of the request. Approval shall be received prior to the commencement of any such activity. Notwithstanding the foregoing, any person holding a leasehold interest in any portion of such Parcel, as a condition to receiving such approval, shall first be required to obtain the written consent of the owner of the Parcel which they occupy. In the event of a health or safety emergency, the Transferee shall be allowed to conduct such excavation or other such activity on such Parcel, but only to the extent necessary to ameliorate such emergency.

8.7.2 A decision on the proposal will be rendered by the Army within a reasonable period after the submittal of the proposal and approval will not be unreasonably withheld.

**ARTICLE IX  
SUBSEQUENT DISCOVERY OF CONTAMINATION**

The Army reserves the right to amend this Declaration without the consent of the Transferee by adding additional SWMUs to those identified in Exhibits "C" and "D" set forth in Section 7.1 herein, for the purpose of applying all applicable provisions of this Declaration, including specifically the provisions of Articles VI and VII hereof, to any such SWMU within the Property. In the event the Army exercises its right to amend this Declaration as provided in this Article IX, it will provide notice to the record owner of the affected Parcel of the Property, prior to amendment, and in accordance with the provisions of Section 11.6 herein.

**ARTICLE X  
ENFORCEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS**

10.1 ENFORCEABILITY. The covenants, conditions and restrictions stated in this Declaration benefit the governments of the State of Utah and the United States of America acting on behalf of the public in general, the local governments of Tooele County and Tooele City, the lands retained by the Army, and, therefore, are enforceable, by resort to specific performance or legal process, by the United States and the State of Utah, Tooele County, Tooele City, the Transferee, and by no other persons or entities. Enforcement of the terms of this instrument shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this instrument in the event of a breach of any term of this instrument 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 instrument.

10.2 NOTICE REQUIREMENT: The Transferee will include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO  
THE EFFECT OF THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR ECONOMIC  
DEVELOPMENT CONVEYANCE, DATED \_\_\_\_\_, 1998,  
RECORDED IN THE PUBLIC LAND RECORDS OF TOOELE



COUNTY, STATE OF UTAH, ON \_\_\_\_\_, 1998, AS ENTRY NO. \_\_\_\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

10.3 ON SITE INVESTIGATIONS. The Army bears the responsibility to supervise the on-going work of Response Actions necessitated by releases of hazardous substances into the environment from past activities on the Property.

10.4 VIOLATION OF RESTRICTIVE COVENANTS/AUTHORIZATIONS.

10.4.1 If the Transferee takes any action in violation of this Declaration within a Parcel without obtaining prior review and approval from the Army as required by this Declaration, the action shall be halted until the prescribed review process is completed. If the action is approved by the Army after review, the action may proceed to completion, but if the action is not approved, the Transferee will take all necessary and reasonable steps to restore the Parcel to its former condition or to another condition reasonably acceptable to the Transferee, the Army, UDEQ and USEPA. If the Army determines such restoration is necessary to prevent material damage to human health or the environment, such Transferee who took such action will be liable for any additional costs incurred by the Army to conduct any investigation and Response Action that is made necessary by the action of the Transferee. The Army may allow such Transferee to conduct any such investigation and Response Action.

10.4.2 Failure of the Transferee to comply with any of the requirements as set forth in this Declaration, may be grounds to require the Transferee to modify or remove any Improvements constructed in violation of this Declaration or take other appropriate action.

10.5 REMEDIES - EXISTING RIGHTS AND REMEDIES UNDER LAW. Nothing set forth herein shall be construed to waive any rights and remedies which the Army, the United States, the State of Utah, or the Transferee may have under existing statutory law.

**ARTICLE XI  
MISCELLANEOUS**

11.1 NOTICE OF VIOLATION. The Transferee shall be required to notify the Army, the USEPA and UDEQ in the event it becomes aware of a violation of any restriction or damage to any remedial system, any release of a Hazardous Substance, and any other remediation failure, and shall otherwise exercise due care with respect to environmental matters in its actions regarding the Property.

11.2 FFA AND PCP. The Army acknowledges that TEAD is operating under the conditions of a PCP issued by UDEQ and an FFA signed by the Army, UDEQ and USEPA. The Army will provide notice to the RDA and publish notice once a week for three consecutive weeks in the local newspaper, of all subsequent modifications to the PCP or FFA. The Army will also provide the record owner of the Parcel with a copy of all material modifications to the PCP issued by the UDEQ for those sections of the PCP that apply to the Transferee's Parcel. Should any matter addressed in the FFA or PCP, or any orders, approvals, or records of decision issued under the FFA, PCP, CERCLA, RCRA, or the Utah Solid and Hazardous Waste Act (Utah Code Ann. Title 19, Section 6, Part 1) as the foregoing presently exist or may be amended in a manner consistent with the original purposes thereof (collectively the "FFA or PCP"), conflict with any such matter which is addressed herein or with respect to which these CCRs are silent, the FFA or PCP will control. The foregoing sentence, however, shall not supersede any of the requirements and provisions of Section 8.6 or Article IX hereof. The Army assumes no liability to the Transferee should implementation of the FFA or PCP interfere with the use of the Property. The Transferee shall have no claim on account of any such interference against the Army, USEPA, or UDEQ or any officer, agent, employee or contractor thereof; except as provided by applicable federal law. Nothing in this paragraph is intended to cause a forfeiture of title to the Property or any interest therein.

11.3 AMENDMENT. The Army retains the right to amend this Declaration pursuant to Article IX herein.

11.4 NON-WAIVER. The failure of the Army or the Transferee in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment of such covenant, condition, restriction, or other provision, and the same shall remain in full force and effect.

11.5 ACCEPTANCE. The Transferee, and each owner, purchaser, lender, lessee, sublessee, or assignee of all or a portion of the Property, or interest therein, under any contract, mortgage, assignment, deed, lease, or sublease, or other agreement, accepts the same subject to all of the covenants, conditions, restrictions, and other provisions set forth in this Declaration and shall be bound by the same.

11.6 NOTICES. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally, by mail or by facsimile transmission, and in the case of emergency, by phone or facsimile transmission. If delivery is made by mail, it shall be deemed to have been delivered

seventy-two (72) hours after the same has been deposited in the United States mail,  
postage prepaid, properly addressed

TO THE ARMY:

Commander, Tooele Army Depot  
SIOTE-CO, Building 1  
Tooele, Utah 84074  
Phone: (435) 833-2211  
Fax: (435) 833-2810

TO THE RDA:

Mayor  
Redevelopment Agency of Tooele City, Utah  
90 North Main Street  
Tooele, Utah 84074  
Phone: (435) 843-2100  
Fax: (435) 843-2159

TO USEPA:

Regional Administrator  
United States Environmental Protection Agency, Region VIII  
999 18th Street, Suite 600  
Denver, Colorado 80202-2466  
Phone: (303) 312-6308  
Fax: (303) 312-6882  
Emergency 24 hour: (303) 293-1788

TO UDEQ:

Attn: Director, Division of Solid and Hazardous Waste  
Utah Department of Environmental Quality  
288 North 1460 West, 4th Floor  
P.O. Box 144880

Salt Lake City, Utah 84114  
Phone: (801) 538-6170  
Fax: (801) 538-6715  
Emergency 24 hour: (801) 536-4123

The foregoing addresses and phone numbers may be changed from time to time.

11.7 SEVERABILITY. If any provision of this Declaration, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, 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.

11.8 NO DEDICATION INTENDED. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

11.9 RECORDATION. This instrument shall be executed by the Army and be recorded by it in the Office of the County Recorder, Tooele County, Utah. Within thirty (30) days of the date this Declaration is executed, the Army will record the same and provide the Transferee with a certified true copy of this Declaration including its recording reference.

11.10 TERM. This Declaration and all covenants, conditions, and restrictions contained herein shall run with the land unless terminated by law or as herein provided.

11.11 REFERENCES. All references to code sections include successor provisions.

11.12 CONTROLLING LAW. The interpretation and performance of this instrument shall be governed by the laws of the State of Utah and applicable federal laws.

11.13 LIBERAL CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed in favor of effectuating the purposes of this Declaration and the policy and purpose of CERCLA, RCRA and other applicable law. If any provision of this Declaration is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

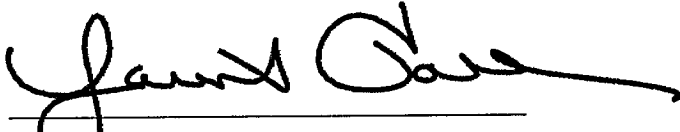
11.14 NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

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

11.16 ARMY APPROVALS. For purposes of this Declaration, the Army covenants and agrees that any decision or approval required by the Army hereunder will be rendered within a reasonable period after submittal for decision or approval, and the same will not be unreasonably withheld. Any requests for approval of the Army required hereunder shall be submitted to the Army in accordance with Section 11.6 hereof.

11.17 USEPA AND UDEQ APPROVALS. Whenever an approval is required under this Declaration by the USEPA and UDEQ, either one of said agencies may defer to the other with respect to such approval, and such deferral will be deemed as approval hereunder on behalf of the deferring agency.

IN WITNESS WHEREOF, the Army has caused these presents to be executed by Louis Caldera, Secretary of the Army, and the seal of the Department of the Army to be hereto affixed this 18<sup>th</sup> day of December, 1998.

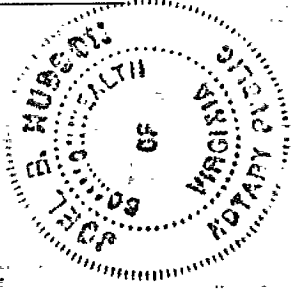
By:   
Secretary of the Army

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA )  
: ss.  
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 30<sup>th</sup> day of September 1998, ~~do~~ <sup>do</sup> hereby certify that this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, Louis Caldera Secretary of Army, whose name is affixed to the foregoing document dated the 18<sup>th</sup> day of December, 1998 and acknowledged the same for and on behalf of the United States of America.

  
NOTARY PUBLIC



## LIST OF EXHIBITS

EXHIBIT A	Property Description
EXHIBIT B	Map of Restoration and Reuse Parcels and Depiction of Buildings 611, 659 and Contaminated Area Surrounding Building 637.
EXHIBIT C	Legal Description of SWMUs
EXHIBIT D	Table of Allowed Uses and Restrictions
EXHIBIT E	Form of Notice of De-listing
EXHIBIT F	Form Groundwater Certificate
EXHIBIT G	Form of SWMU Certificate
EXHIBIT H	Form of Building Certificate
EXHIBIT I	Form of Use/Restriction Certificate
EXHIBIT J	Form of Groundwater Warranty Certificate

**EXHIBIT A**

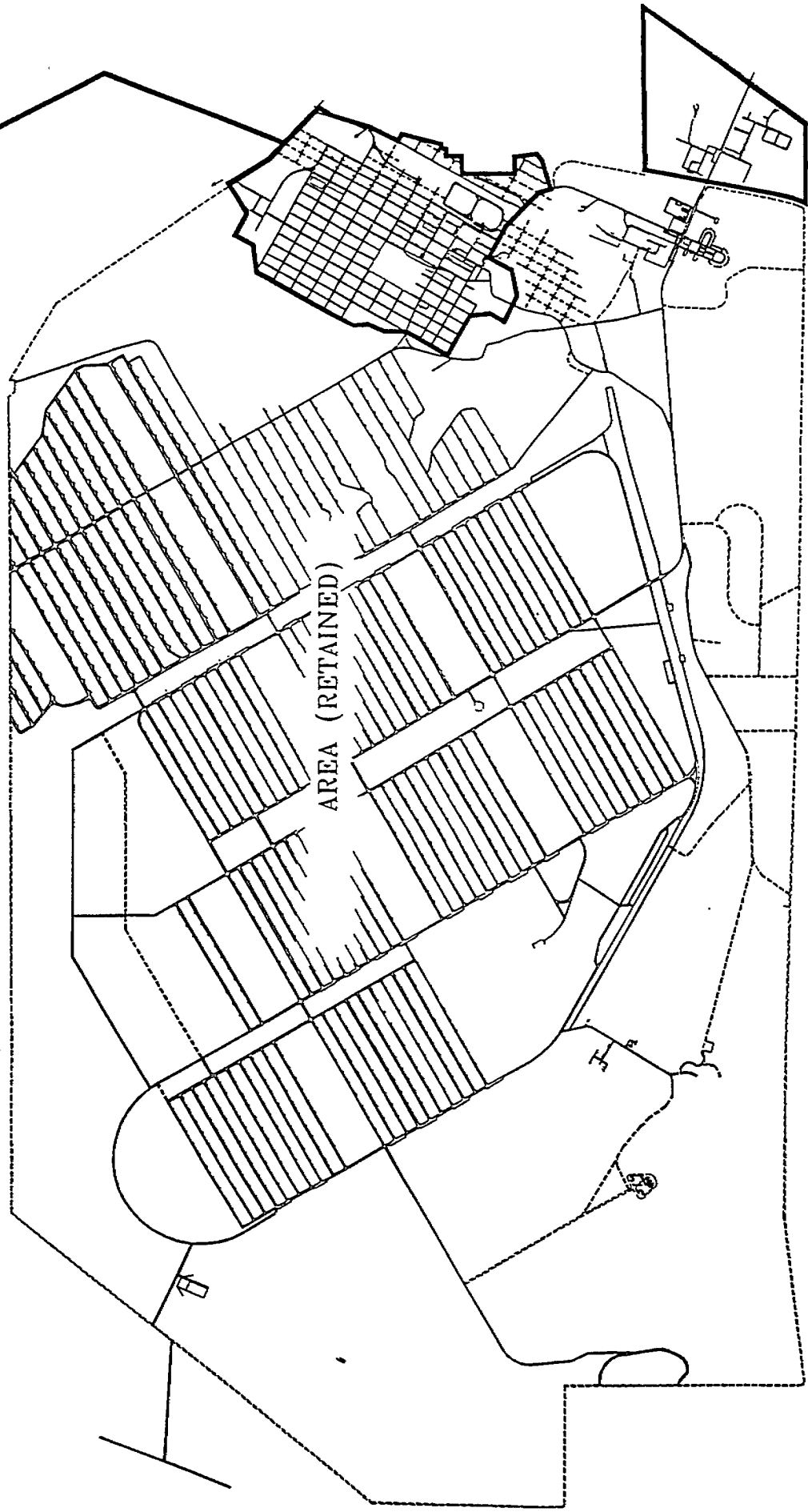
**PROPERTY DESCRIPTION**

DESCRIPTION OF ADMINISTRATIVE PARCEL

DESCRIPTION OF INDUSTRIAL PARCEL



INDUSTRIAL AREA



ADMINISTRATION AREA

Figure 1  
TEAD BRAC Parcels  
File No. ACAD\NA\PARCEL

24

20

Tr. 45

19

Tr. 46

Tr. 56

Tr. 39-B

**Industrial Area**  
1162.49 Acres, more or less

Consolidated  
Maintenance  
Facility

25

30

29

Tr. 49

Building  
622

Tr. 51

36

31

32

T. 3 S.

R. 5 W.

R. 4 W.

T. 4 S., S.L.M.



1000 0 1000 2000 3000 Ft.



Excepted Areas

**Administrative Area**

458.25 Acres, more or less

Tr. 50-B

Tr. 50-B

Tr. 57

Tr. 53

Tr. 54-B

6

Tr. 62

Tr. 58-L

5

Tr. B

E 124235 B 0547 P 0789

**ADMINISTRATIVE AREA** (458.25 acres, more or less)

All that certain land situated in Sections 5 and 6, Township 4 South, Range 4 West, Salt Lake Meridian, County of Tooele, State of Utah, and more particularly described as follows:

**Tract B**

That parcel of land described in the Judgement entered on January 18, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 178.676 Acres, more or less, of Land in Tooele County, State of Utah, and Annie Atkins, et al., defendants, Civil No. 435, a true copy of which was recorded with the Tooele County Recorder on January 21, 1943 at Number 216135, and which is further described as follows:

Beginning at a point on the West line of State Highway No. 36, being North 89°49' West 567.84 feet from the Southeast corner of Section 6; thence North 89°49' West 2643.96 feet to the East right-of-way line of the Union Pacific Railroad; thence northerly along a 1° curve to the left (radius 5779.65 feet) 1042.01 feet to a point; thence North 12°30' East 2244.45 feet to the south line of the proposed entrance road to the Tooele Ordnance Depot, being 75 feet southerly at right angles from the center line as stated; thence South 65°16' East 3515.10 feet to the West line of State Highway 36; thence South 38°12' West 2183.3 feet to the point of beginning. T. 4 S., R. 4 W., S.L.M.

Calculated to be 151.44 acres, more or less.

**Portion of Tract 50-B**

A portion of that parcel of land described in the Judgement on Declaration of Taking No. 4 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216698, and which is further described as follows:

Commencing at the Northwest corner of Section 6, Township 4 South, Range 4 West, Salt Lake Meridian; thence East 7920.0 feet more or less to North quarter corner of Section 5, South 1143.83 feet more or less to the West boundary of the County Road right-of-way, South 37°31'30" West 1054.33 feet more or less along said West boundary to the South line of the North half of the South half of the Northwest quarter of said Section 5; thence West 3317.80 feet more or less to the Southwest corner of the North half of the Southeast quarter of the Northeast quarter of said Section 6, South 452.07 feet, North 65°22' West 1272.0 feet more or less to the West boundary of the Los Angeles and Salt Lake Railroad right-of-way; thence South 12°24' West 757.0 feet more or less along said West boundary of said railroad right-of-way to the East and West quarter section line of said Section 6, West 2640.0 feet more or less to the West quarter corner of said Section 6, North 2640.0 feet more or less to Northwest corner of said Section 6, being the point of beginning, Tooele County, Utah.

Excepting therefrom that portion which lies Westerly of the East Right-of-Way line of the

Union Pacific Railroad, being a prolongation of said Right-of-Way line described as bearing North 12 ° 30' East 2244.45 feet in the description of Tract B above, and as recorded in O.R. Number 216135.

Calculated to be 217.64 acres, more or less.

Tract 53

That parcel of land described in the Amended Judgement on Declaration of Taking Number 1 entered on January 27, 1945, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on January 30, 1945 at Number 219440, and which is further described as follows:

Commencing at the East quarter corner of Section 6, Township 4 South, Range 4 West, Salt Lake Meridian; thence South 392.71 feet North 65°22' West 1450.21 feet more or less to the West line of the South half of the Southeast quarter of the Northeast quarter of said Section 6, North 452.07 feet more or less to the North line of the South half of the Southeast quarter of the Northeast quarter of said Section 6, East 1320.0 feet more or less to the East Section line of said Section 6, South 660.0 feet more or less to the point of beginning.

Subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines.

Calculated to be 22.85 acres, more or less.

Tract 57

That parcel of land described in the Judgement on Declaration of Taking Number 6 entered on April 24, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216697, and which is further described as follows:

Commencing at the North quarter corner of Section 5, Township 4 South, Range 4 West, Salt Lake Meridian; thence East 814 feet more or less; South 37°31'30 " West 1336.6 feet more or less, North 1060 feet more or less to point of beginning, Tooele County, Utah.

Calculated to be 9.90 acres, more or less.

Tract 58-L

That parcel of land described in the Judgement on Declaration of Taking Number 3 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216699,

and which is further described as follows:

Commencing 1320.0 feet, more or less, East from the West quarter corner of Section 5, Township 4 South, Range 4 West, Salt Lake Base and Meridian, said point being the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 5 and running thence South 210.0 feet; then North 37degrees 31 minutes 30 seconds East 280.0 feet, more or less, to the East and West center line of said Section 5; thence West 180.0 feet, more or less, to the point of beginning, and situate in Tooele County, Utah.

Calculated to be 0.44 acres, more or less.

Tract 54-B

That parcel of land described in the Judgement on Declaration of Taking Number 7 entered on May 18, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on October 17, 1944 at Number 219105, and which is further described as follows:

Commencing at the Northwest corner of the South half of the South half of the Northwest quarter of said Section 5; thence East 1997.80 feet, more or less, to the West boundary of the County road right-of-way; thence South 37°31'30" West 832.18 feet, more or less, to the East and West quarter Section line; thence West 170 feet, more or less, to the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 5; thence South 210 feet, more or less, to the said West boundary of the County road right-of-way; thence South 37°31'30" West along said County road 731.74 feet; thence North 65°21' West 967.63 feet, more or less, to the West Section line of said Section 5; thence North 1052.71 feet, more or less, along said Section line to point of beginning.

Calculated to be 43.49 acres, more or less.

Tract 62

That parcel of land described in the Quitclaim Deed from W. Frank Atkin, et al to the United States of America executed November 3, 1949 and recorded with the Tooele County Recorder on June 8, 1950 at Number 227604, being the same parcel of land described in the Quitclaim Deed from the State Road Commission of Utah to the United States of America executed December 21, 1949 and recorded with the Tooele County Recorder on June 8, 1950 at Number 227605, and which is further described as follows:

A strip of land approximately 150 feet in width and being the existing entrance road to Tooele Ordnance Depot, bounded on the north by Tooele Ordnance Depot, on the south by the Tooele Ordnance Depot known as T.O.D. Park Area, on the west by the easterly line of the Union Pacific Railroad right-of-way and on the east by the westerly line of the County road right-of-way (now State Highway 36) and more particularly described as follows:

Beginning at a point where the East line of the Southwest quarter of the Northeast quarter of Section 6, Township 4 South, Range 4 West, SLB&M, intersects the South line of the entrance

road to Tooele Ordnance Depot, said point below 75 feet at right angles from the center line of said road, and at a point 2081.98 feet North 0°03' East and North 65°16' West 1452.17 feet more or less, from the Southeast corner of Section 6, Township 4 South, Range 4 West, SLB&M, as set forth in the Condemnation Proceeding entitled U.S. of A. v. 178.676 acres of land in Tooele County, Utah, and Annie N. Atkin, et al., Civil 435, Tooele Ordnance Plant Defense Housing Project, Parcel I, Final Judgment dated 28 May 1945 and filed 28 May 1945; said point also being North 0°05' East 36.35 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 6; thence along the southerly line of the existing entrance road to Tooele Ordnance Depot, said southerly line also being the northerly line of T.O.D. Park Area, North 65°16' West 1204.31 feet to the East line of the Union Pacific Railroad right-of-way; thence northerly along the easterly line of said Union Pacific Railroad right-of-way; North 12°30' East, 153.50 feet more or less to the southerly line of Tooele Ordnance Depot; thence along said southerly line approximately South 65°22' East, 1170.0 feet more or less to a point on the West line of the South half of the Southeast quarter of the Northeast quarter of said Section 6; said point being South, 452.07 feet from the Northwest corner of the South half of the Southeast quarter of the Northeast quarter of said Section 6; thence continuing in a direct line, South 65°22' East, 1450.21 feet, more or less to a point on the east line of said Section 6, said point being approximately South 392.71 feet from the East quarter corner of said Section; thence South 65°21' East, 967.63 feet to a point on the West boundary of the county road right-of-way, said point being 33 feet, perpendicularly distance northwesterly from the center line of said highway; thence southerly along the West boundary of said county road right-of-way to a point, said point being North 0°03' East 725.13 feet and North 38°12' East 1269.05 feet from the Southeast corner of said Section 6 (for reference, Final Judgment of Civil Suit No. 435 Parcel 3 dated 20 April 1944, and filed 20 April 1944); thence along the southerly line of the existing entrance road to Tooele Ordnance Depot, said southerly line also being the northerly line of T.O.D. Park Area, North 65°16' West 2313.79 feet more or less to the point of beginning.

Calculated to be 12.49 acres, more or less.

**INDUSTRIAL AREA** (1162.49 acres, more or less)

A parcel of land situate in Sections 19, 20, 29, 30 & 31, Township 4 South, Range 4 West, and in Sections 24, 25 & 36, Township 4 South, Range 5 West, Salt Lake Base and Meridian, County of Tooele, State of Utah, more particularly described as follows:

Commencing at the Southeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North 21° 15' 50" West, a distance of 3743.47 feet to a point on the exterior boundary of the Tooele Army Depot and the TRUE POINT OF BEGINNING;

Thence South 74° 11' 51" West along a fence line extended and an existing fence line, a distance of 1171.10 feet to a fence corner post;

Thence South 73° 51' 02" West, a distance of 238.07 feet to a point offset 99.17 feet Southwesterly from the West edge of asphalt of an existing roadway;

Thence along said offset line North 15° 55' 56" West, a distance of 227.67 feet to a point;

Thence around a curve to the left through a central angle of 27° 01' 09", an arc distance of 343.14 feet, a radius of 727.65 feet and a chord bearing of North 29° 26' 31" West with a distance of 339.97 feet to a point;

Thence North 42° 57' 32" West, a distance of 1102.31 feet to a point;

Thence around a curve to the left through a central angle of  $18^{\circ} 20' 33''$ , an arc distance of 209.87 feet, a radius of 655.55 feet and a chord bearing of North  $52^{\circ} 07' 48''$  West with a distance of 208.97 feet to a point;

Thence North  $61^{\circ} 17' 15''$  West, a distance of 682.39 feet to a point;

Thence North  $61^{\circ} 30' 00''$  West, a distance of 70.17 feet to a point;

Thence North  $08^{\circ} 43' 28''$  East, a distance of 59.19 feet to the east end of a wood retaining wall;

Thence North  $78^{\circ} 40' 14''$  West, a distance of 16.22 feet to a corner point of said retaining wall;

Thence North  $25^{\circ} 48' 07''$  West, a distance of 33.77 feet crossing an asphalt driveway to the corner of another wood retaining wall;

Thence North  $61^{\circ} 29' 41''$  West, a distance of 106.05 feet to a corner in said retaining wall;

Thence North  $61^{\circ} 01' 02''$  West, a distance of 158.59 feet to the West end of said retaining wall;

Thence South  $45^{\circ} 11' 40''$  West, a distance of 841.32 feet to a fence corner post;

Thence along an existing fence line bearing South  $64^{\circ} 01' 50''$  West, a distance of 427.42 feet to a fence corner post;

Thence North  $61^{\circ} 13' 53''$  West, a distance of 235.64 feet to a fence corner post;

Thence North  $58^{\circ} 55' 16''$  West, a distance of 544.52 feet to an existing fence line;

Thence along an existing fence line North  $18^{\circ} 10' 57''$  East, a distance of 400.85 feet to a point on fence;

Thence North  $25^{\circ} 06' 34''$  West, a distance of 941.25 feet to a point on fence;

Thence North  $61^{\circ} 33' 22''$  West, a distance of 713.92 feet to a point on fence;

Thence South  $85^{\circ} 55' 35''$  West, a distance of 727.47 feet to a point on fence;

Thence South  $66^{\circ} 39' 26''$  West, a distance of 226.76 feet to a point on fence;

Thence North  $28^{\circ} 41' 47''$  East, a distance of 1877.84 feet to a point on fence;

Thence North  $13^{\circ} 58' 29''$  West, a distance of 172.80 feet to a point on fence;

Thence North  $05^{\circ} 41' 14''$  West, a distance of 98.74 feet to a point on fence;

Thence North  $01^{\circ} 46' 18''$  West, a distance of 52.83 feet to a point on fence;

Thence North  $20^{\circ} 11' 19''$  East, a distance of 61.03 feet to a point on fence;

Thence North  $25^{\circ} 17' 04''$  East, a distance of 182.76 feet to a point on fence;

Thence North  $16^{\circ} 15' 12''$  East, a distance of 48.45 feet to a point on fence;

Thence North  $01^{\circ} 49' 11''$  West, a distance of 85.08 feet to a point on fence;

Thence North  $17^{\circ} 53' 16''$  West, a distance of 84.66 feet to a point on fence;

Thence North  $24^{\circ} 16' 36''$  West, a distance of 84.08 feet to a point on fence;

Thence North  $33^{\circ} 51' 51''$  West, a distance of 131.09 feet to a point on fence;

Thence North  $08^{\circ} 13' 16''$  West, a distance of 227.74 feet to a point on fence;

Thence North  $07^{\circ} 03' 56''$  East, a distance of 119.34 feet to a point on fence;

Thence North  $08^{\circ} 21' 35''$  West, a distance of 156.30 feet to a fence corner post;

Thence North  $23^{\circ} 28' 50''$  East, a distance of 447.85 feet to the West edge of a gravel road which bears North  $29^{\circ} 06' 33''$  East;

Thence North  $29^{\circ} 06' 33''$  East along said West edge of gravel road and gravel road extended, a distance of 4166.08 feet to a fence post in an existing fence line;

Thence South  $60^{\circ} 56' 46''$  East along said fence line and fence line extended, a distance of 775.60 feet to an intersection point with a fence line which bears North  $28^{\circ} 54' 42''$  East;

Thence North  $28^{\circ} 54' 42''$  East along an existing fence line and fence line extended, a distance of 598.60 feet to a fence corner;

Thence South  $61^{\circ} 01' 49''$  East along an existing fence line, a distance of 885.77 feet to a

fence corner;

Thence North 40° 11' 51" East, a distance of 715.13 feet to a point on fence;

Thence North 39° 20' 43" East along an existing fence line and fence line extended, a distance of 695.27 feet to a point on the exterior boundary of the Tooele Army Depot and the West right-of-way line of highway S.R. 112;

Thence along the exterior boundary of the Tooele Army Depot and said West right-of-way line South 32° 48' 05" East, a distance of 1677.53 feet to a point;

Thence around a curve to the left through a central angle of 13° 38' 01" an arc distance of 398.14 feet, a radius of 1673.21 feet and a chord bearing of South 39° 37' 05" East with a distance of 397.20 feet to a point;

Thence South 46° 26' 05" East, a distance of 1975.48 feet to a point;

Thence around a curve to the right through a central angle of 09° 38' 15" an arc distance of 179.34 feet, a radius of 1066.20 feet and a chord bearing of South 41° 36' 58" East with a distance of 179.13 feet to a point;

Thence South 30° 55' 54" West, a distance of 217.90 feet to a point;

Thence around a curve to the left through a central angle of 19° 19' 01" an arc distance of 660.83 feet, a radius of 1960.08 feet and a chord bearing of South 21° 16' 24" West with a distance of 657.70 feet to a point;

Thence South 11° 36' 54" West, a distance of 2193.80 feet to a point;

Thence South 89° 48' 42" West, a distance of 75.00 feet to a point;

Thence South 11° 36' 42" West, a distance of 1364.40 feet to a point;

Thence South 89° 48' 42" West, a distance of 332.50 feet to a point;

Thence South 00° 36' 17" East, a distance of 531.80 feet to a point;

Thence South 89° 48' 42" West, a distance of 610.00 feet to a point;

Thence South 00° 36' 17" East, a distance of 1600.00 feet to a point;

Thence North 89° 48' 42" East, a distance of 609.58 feet to a point;

Thence South 00° 37' 08" East, a distance of 999.74 feet to the TRUE POINT OF BEGINNING.

Containing 1222.10 acres, more or less.

BASIS OF BEARING for the above description: North 00° 36' 57" West between the Southeast Corner and the East Quarter Corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

NOTWITHSTANDING the above described metes and bounds description, this description shall include all of the following described parcels.

#### PORTION OF TRACT 45

That portion of Tract No. 45 as described in the Judgement on Declaration of Taking No. 4 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 acres of land, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216698,

Which lies Southeasterly of the line described in the description above of the INDUSTRIAL AREA as: "Thence North 39° 20' 43" East along an existing fence line and fence line extended, a



distance of 695.27 feet to a point on the exterior boundary of the Tooele Army Depot and the West right-of-way line of highway S.R. 112" and the Northeasterly prolongation of said line.

TRACT 46

That Parcel of land described in the Warranty Deed from Frank Penovich to the United States of America dated October 6, 1942, recorded with the Tooele County Recorder on November 17, 1942 at Number 215882.

TRACT 56

That Parcel of land described in the Warranty Deed from Stana Urich to the United States of America dated May 4, 1943, recorded with the Tooele County Recorder on May 18, 1943 at Number 216785.

PORTION OF TRACT 39-B

That portion of the parcel of land described as TRACT 39 B in the Judgement on Declaration of Taking No. 5 entered on April 24, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs.

13,000 acres of land, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216696,

Which lies Southerly of the lines described in the description above of the INDUSTRIAL AREA as: "Thence North 29° 06' 33" East along said West edge of gravel road and gravel road extended, a distance of 4166.08 feet to a fence post in an existing fence line;

Thence South 60° 56' 46" East along said fence line and fence line extended, a distance of 775.60 feet to an intersection point with a fence line which bears North 28° 54' 42" East;

Thence North 28° 54' 42" East along an existing fence line and fence line extended, a distance of 598.60 feet to a fence corner;

Thence South 61° 01' 49" East along an existing fence line, a distance of 885.77 feet to a fence corner;

Thence North 40° 11' 51" East, a distance of 715.13 feet to a point on fence;

Thence North 39° 20' 43" East along an existing fence line and fence line extended".

TRACT 49-A

That parcel of land described as Tract No. 49-A in the Judgement on Declaration of Taking No. 4 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 acres of land, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216698;

PORTION OF TRACT 51

That portion of the parcel described in the Warranty Deed from James A. Bogle and Mary

C. Bogle to the United States of America dated October 9, 1942, recorded with the Tooele County Recorder on December 4, 1942 at Number 215959,

Which lies Northerly of the following lines:

Commencing at the Southeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North  $21^{\circ} 15' 50''$  West, a distance of 3743.47 feet to a point on the exterior boundary of the Tooele Army Depot;

Thence South  $74^{\circ} 11' 51''$  West along a fence line extended and an existing fence line, a distance of 1171.10 feet to a fence corner post;

Thence South  $73^{\circ} 51' 02''$  West, a distance of 238.07 feet to a point offset 99.17 feet Southwesterly from the West edge of asphalt of an existing roadway;

Thence along said offset line North  $15^{\circ} 55' 56''$  West, a distance of 227.67 feet to a point;

Thence around a curve to the left through a central angle of  $27^{\circ} 01' 09''$ , an arc distance of 343.14 feet, a radius of 727.65 feet and a chord bearing of North  $29^{\circ} 26' 31''$  West, a distance of 339.97 feet to a point;

Thence North  $42^{\circ} 57' 32''$  West, a distance of 1102.31 feet to a point;

Thence around a curve to the left through a central angle of  $18^{\circ} 20' 33''$ , an arc distance of 209.87 feet, a radius of 655.55 feet and a chord bearing of North  $52^{\circ} 07' 45''$  West with a distance of 208.97 feet to a point;

Thence North  $61^{\circ} 17' 15''$  West, a distance of 682.39 feet to a point.

ALSO, any portion of said parcel which lies Northerly of the Easterly prolongation of the line described above as: South  $74^{\circ} 11' 51''$  West along a fence line extended and an existing fence line, a distance of 1171.10 feet to a fence corner post.

EXCEPTING THEREFROM the following described parcels:

#### RAIL CLASSIFICATION YARD

Commencing at the Northeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Meridian;

Thence South  $70^{\circ} 37' 44''$  West, a distance of 3550.06 feet to a point on the South boundary of the Tooele Army Depot Industrial Area Boundary and the TRUE POINT OF BEGINNING;

Thence North  $42^{\circ} 57' 32''$  West along said Industrial Area Boundary, a distance of 71.70 feet to a point;

Thence North  $28^{\circ} 56' 52''$  East, a distance of 613.80 feet to a point;

Thence North  $21^{\circ} 54' 21''$  East, a distance of 980.30 feet to a point;

Thence North  $28^{\circ} 59' 12''$  East, a distance of 630.57 feet to a point;

Thence North  $34^{\circ} 23' 10''$  East, a distance of 208.73 feet to a point;

Thence North  $20^{\circ} 07' 55''$  East, a distance of 36.97 feet to a point;

Thence North  $01^{\circ} 26' 37''$  West, a distance of 110.94 feet to an existing chain link fence corner point;

Thence along said chain link fence through the following 4 calls to-wit: North  $38^{\circ} 02' 44''$  East, a distance of 700.89 feet to a point;

Thence North  $28^{\circ} 59' 15''$  East, a distance of 1756.58 feet to a point;

Thence North  $27^{\circ} 44' 23''$  West, a distance of 32.75 feet to a point;

Thence North  $40^{\circ} 06' 08''$  East, a distance of 411.09 feet to a fence corner point;

Thence North  $36^{\circ} 18' 03''$  East, a distance of 359.90 feet to a point;

Thence North 67° 56' 18" East, a distance of 24.30 feet to a point;  
Thence South 08° 54' 32" East, a distance of 23.77 feet to a point;  
Thence South 29° 02' 55" West, a distance of 5806.60 feet to the TRUE POINT OF BEGINNING.

Containing 17.62 acres, more or less.

BASIS OF BEARING for the above description: North 00° 36' 57" West between the Southeast Corner and the East Quarter Corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

#### CONSOLIDATED MAINTENANCE FACILITY

Commencing at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North 67° 52' 22" West, a distance of 3560.14 feet to the Southwest corner of a WAREHOUSE PARCEL;

Thence North 61° 00' 00" West along the Southerly boundary of said parcel and said boundary extended, a distance of 1923.11 feet to a point on an existing back of curb line, and the TRUE POINT OF BEGINNING;

Thence South 28° 57' 56" West, a distance of 119.95 feet to a point 0.5 feet Southerly of an existing fence line;

Thence parallel with said existing fence line through the following 7 calls, to-wit: North 60° 30' 53" West, a distance of 29.02 feet to a point; South 72° 06' 47" West, a distance of 106.43 feet to a point; North 60° 59' 24" West, a distance of 207.87 feet to a point; South 33° 25' 34" West, a distance of 7.86 feet to a point; North 60° 59' 27" West, a distance of 804.97 feet to a point; North 28° 41' 03" East, a distance of 1548.89 feet to a point; South 61° 01' 58" East, a distance of 1211.76 feet to a point on the extension of an existing back of curb line;

Thence along said back of curb line through the following 3 calls, to-wit: South 28° 58' 31" West, a distance of 650.50 feet to a point; South 46° 44' 37" West, a distance of 290.52 feet to a point; South 28° 58' 23" West, a distance of 417.28 feet to the TRUE POINT OF BEGINNING.

Containing 41.24 acres, more or less.

BASIS OF BEARING for the above description: North 00° 36' 57" West between the Southeast Corner and the East Quarter Corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

#### BUILDING NO. 622

Commencing at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North 71° 02' 41" West, a distance of 4639.90 feet to a point on the centerline of Jade Street and the TRUE POINT OF BEGINNING;

Thence South 28° 57' 15" West along the centerline of Jade Street, a distance of 266.24 feet, to the intersection point of the centerline of Jade Street with the centerline of E Avenue;

Thence North 61° 02' 45" West along the centerline of E Avenue, a distance of 122.28 feet to a point;

Thence North 28° 57' 15" East, a distance of 266.24 feet to a point;  
Thence South 61° 02' 45" East, a distance of 122.28 feet to the TRUE POINT OF  
BEGINNING.

Containing 0.75 acres, more or less.

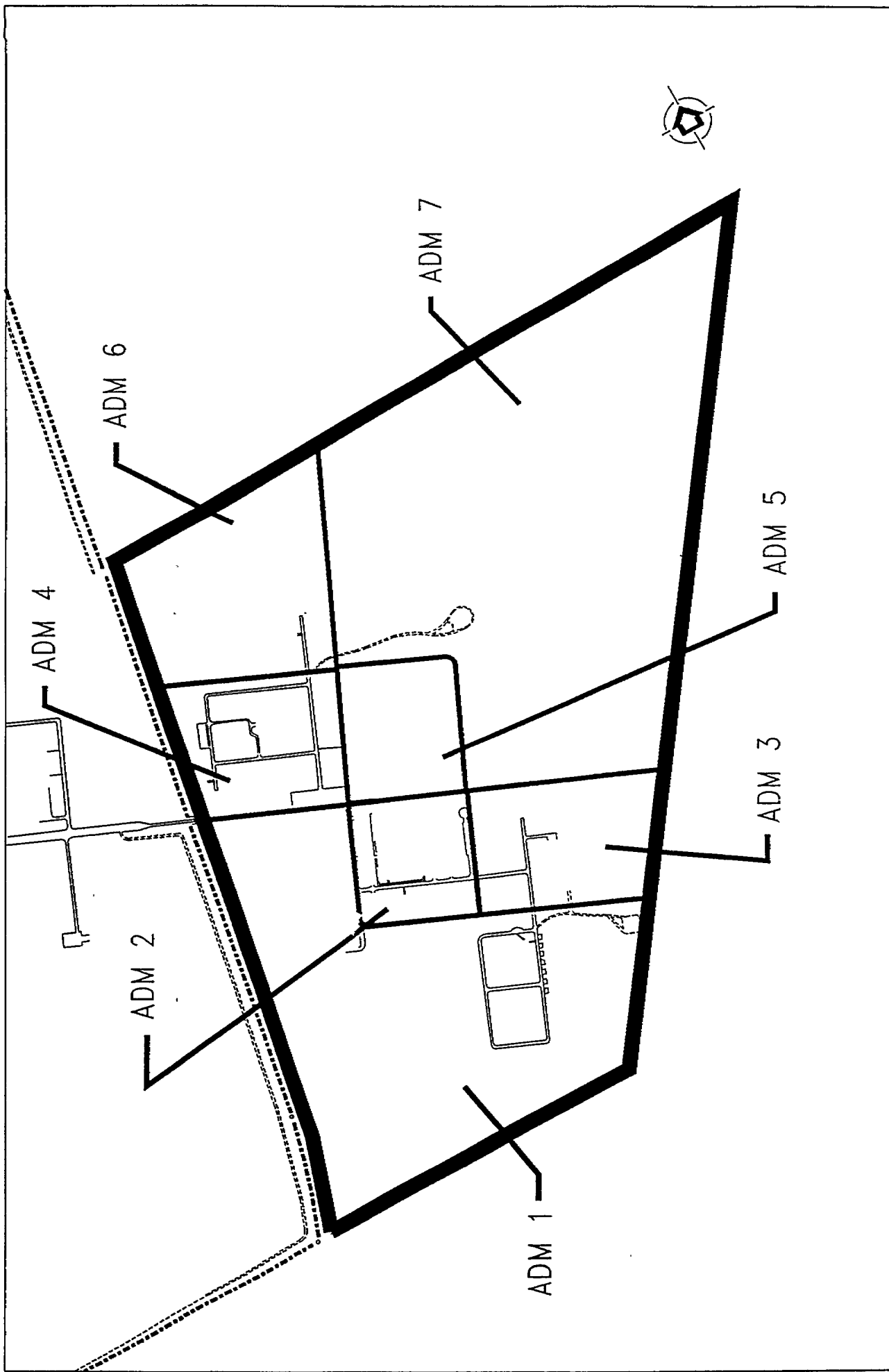
BASIS OF BEARING for the above description: North 00° 36' 21" West between the  
Southeast Corner and the Northeast Corner of Section 31, Township 3 South, Range 4 West, Salt  
Lake Base and Meridian.

END OF DESCRIPTION OF INDUSTRIAL AREA

**EXHIBIT B**

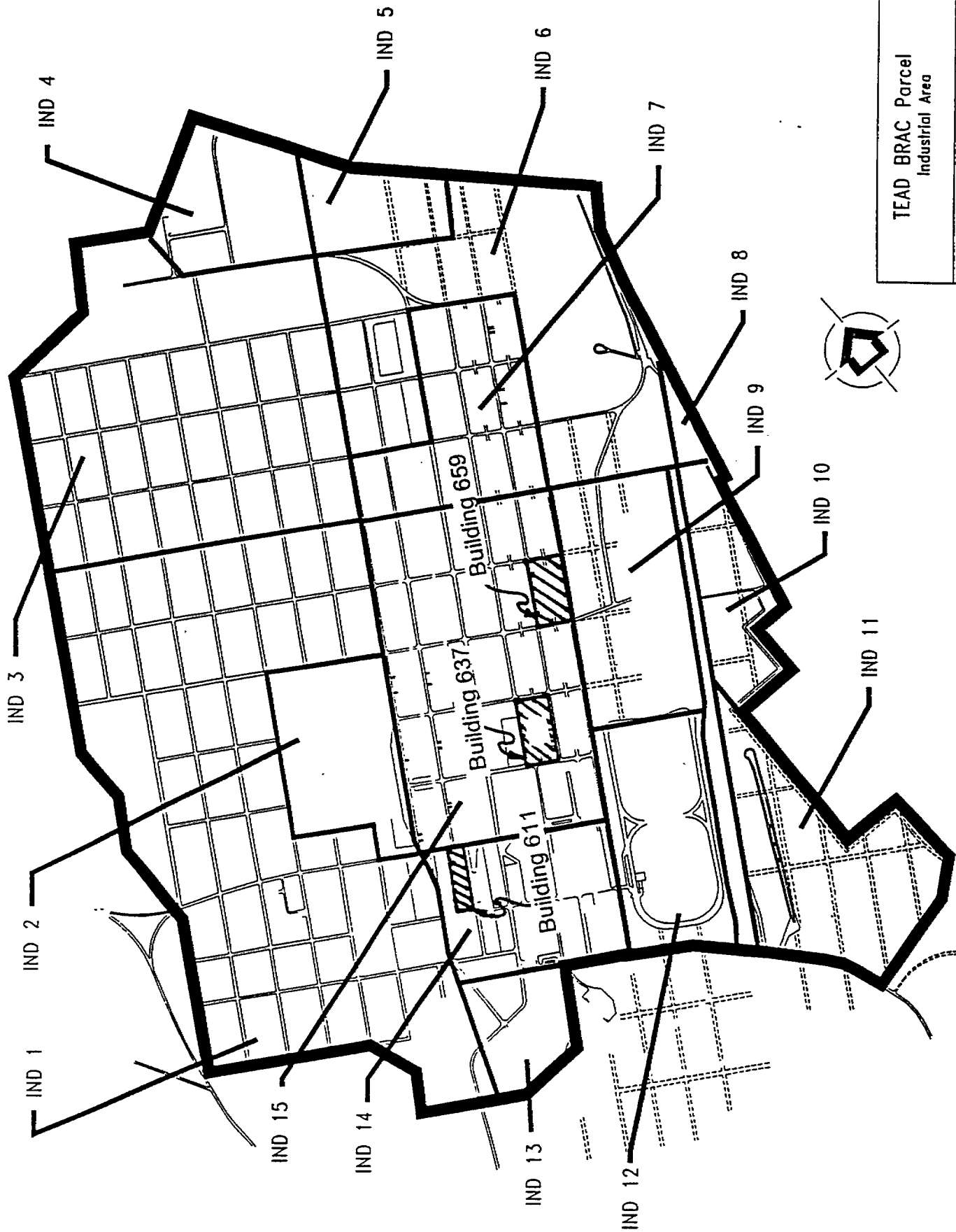
**MAP OF  
RESTORATION AND REUSE PARCELS  
AND DEPICTION OF BUILDINGS 611, 659 AND  
CONTAMINATED AREA SURROUNDING BUILDING 637**

**E 124235 B 0547 P 0800**



TEAD BRAC Parcel  
Administration Area  
ACAD\MA\ADM-REUS

E 124235 B 0547 P 0801



TEAD BRAC Parcel  
Industrial Area  
ACAD/HA/INT-REUS

E 124235 B 0547 P 0802

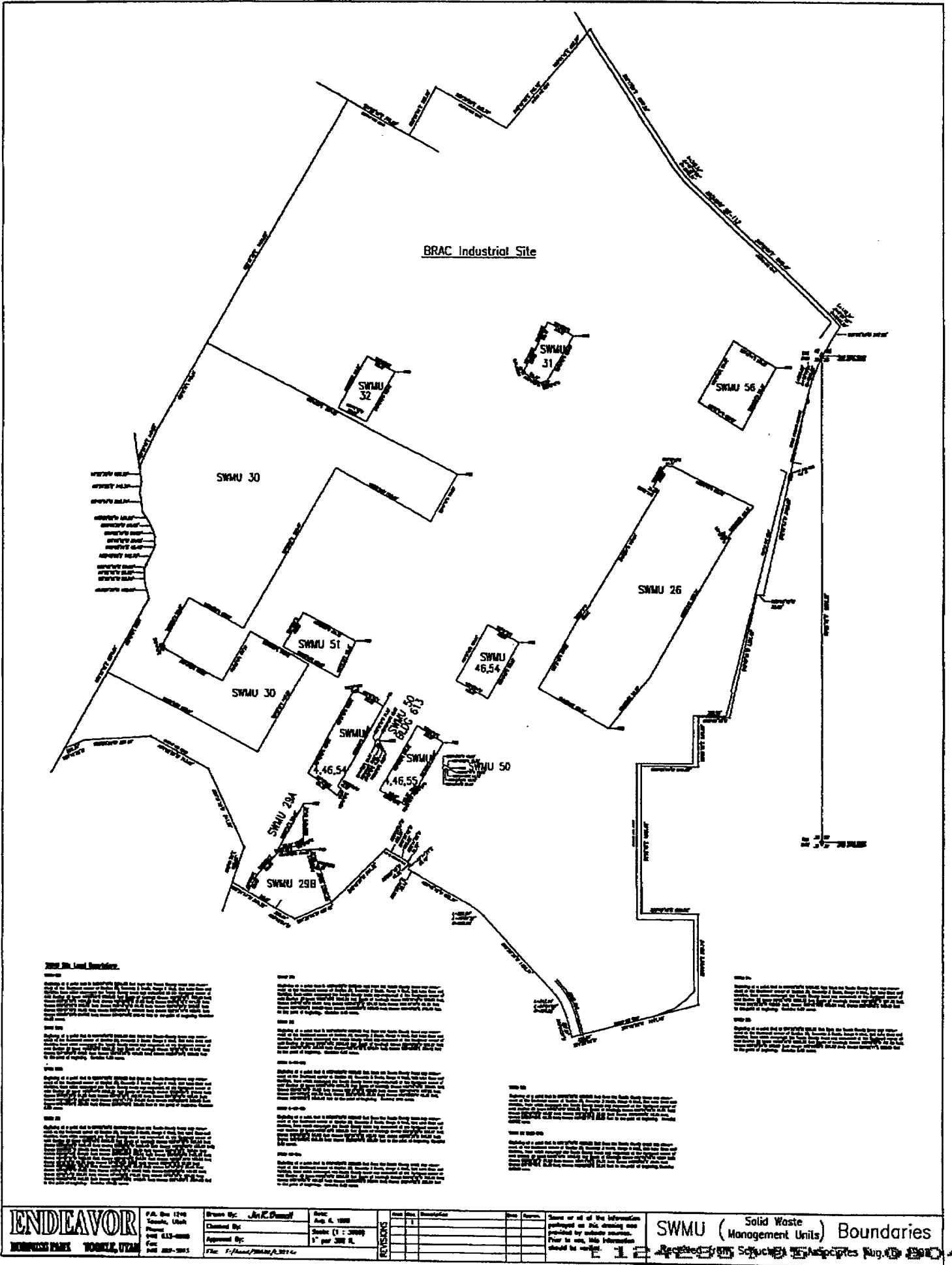
**EXHIBIT C**

**LEGAL DESCRIPTION OF EACH SWMU**

**E 124235 B 0547 P 0803**

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**2003 So. Land Boundary:**

Boundary of Land and is represented by a solid line that has been surveyed and approved by the Utah State Surveyor's Office. This boundary is shown on the attached plat of the same title.

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**ENDEAVOR**  
 MINING CORP.    MOORE, UTAH  
 P.O. Box 1700    Phone: (435) 353-2000  
 Panguitch, Utah    Fax: (435) 353-2001  
 8900 200-2001

Drawn By: *Jon C. Parnell*    Date: Aug 4, 1998  
 Checked By: \_\_\_\_\_    Scale: (1" = 2000')  
 Approved By: \_\_\_\_\_    1" per 200 ft.

NO.	DATE	DESCRIPTION	BY	REVISIONS

Some or all of the information contained on this drawing was provided by outside parties. Prior to use, this information should be verified.

**SWMU (Solid Waste Management Units) Boundaries**  
 Revised from Schedule 55 Appendix Aug 04 1998



### SWMU Site Legal Descriptions

#### SWMU 26:

Beginning at a point that is N62°09'16"W 2591.06 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N38°32'49"E 702.10 feet; thence N29°29'33"E 1757.39 feet; thence N27°25'29"E 31.89 feet; thence N40°29'19"E 411.35 feet; thence N62°56'56"W 969.73 feet; thence N86°13'12"W 84.76 feet; thence S29°02'00"W 268.86 feet; thence S59°31'18"E 73.42 feet; thence S30°48'04"W 1498.01 feet; thence S39°34'17"W 180.44 feet; thence S29°37'18"W 847.56 feet; thence S60°26'49"E 875.12 feet to the point of beginning. Contains 61.87 acres.

#### SWMU 29A:

Beginning at a point that is N86°16'24"W 5624.60 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S0°21'48"W 411.42 feet; thence S61°15'09"W 97.97 feet; thence S81°21'34"W 184.59 feet; thence N29°07'54"E 556.69 feet to the point of beginning. Contains 1.34 acres.

#### SWMU 29B:

Beginning at a point that is S88°41'03"W 5542.96 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S13°09'24"E 212.42 feet; thence S76°23'38"E 61.93 feet; thence S17°40'39"E 372.26 feet; thence S64°32'49"W 427.42 feet; thence N60°42'54"W 235.64 feet; thence N58°24'17"W 348.49 feet; thence N27°55'29"E 206.46 feet; thence N42°45'34"E 334.53 feet; thence N84°21'09"E 334.58 feet to the point of beginning. Contains 9.78 acres.

#### SWMU 30:

Beginning at a point that is S71°28'28"W 4147.89 feet from the Tooele County brass cap monument at the Northeast corner of Section 30 Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument of Tooele County brass cap monument a the Southeast corner of said Section 30 bears S0°05'16"E 5293.32 feet (basis of bearing); thence S29°17'16"W 598.53 feet; thence N60°29'35"W 1192.48 feet; thence S29°20'04"W 2019.47 feet; thence N60°24'00"W 677.59 feet; thence S28°59'21"W 564.02 fee; thence S16°24'52"E 70.39 feet; thence S60°43'23"E 707.51 feet; thence N29°23'19"E 617.51 feet; thence S60°39'57"E 710.46 feet; thence S29°25'50"W 1106.35 feet; thence N61°51'51"W 1838.11 feet; thence N29°12'46"E 915.91 feet; thence N13°27'30"W 172.80 feet; thence N5°10'15"W 98.74feet; thence N1°15'19"W 52.83 feet; thence N20°42'18"E 61.03 feet; thence N25°48'03"E 182.76 feet; thence N16°46'11"E 48.45 feet; thence N1°18'12"W 85.08 feet; thence N17°22'17"W 84.66 feet; thence N23°45'37"W 84.08 feet; thence N33°20'52"W 131.09 feet; thence N7°42'17"W 227.74 feet; thence N7°34'55"E 119.34 feet; thence N7°50'36"W 156.30 feet; thence N23°59'49"E 447.85 feet; thence

N29°37'32"E 11102.41 feet; thence S62°13'57"E 3071.62 feet to the point of beginning. Contains 154.26 acres.

**SWMU 31:**

Beginning at a point that is N85°41'52"W 2675.18 feet from the Tooele County brass cap monument at the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 30 bears S0°05'16"E 5293.32 feet (basis of bearing); thence S30°11'42"W 558.60 feet; thence S68°42'18"W 84.99 feet; thence N58°40'27"W 191.19 feet; thence N15°14'18"W 45.70 feet; thence N27°40'00"E 299.60 feet; thence N24°20'27"E 286.10 feet; thence S60°45'52"E 319.10 feet to the point of beginning. Contains 4.12 acres.

**SWMU 32:**

Beginning at a point that is S87°33'00"W 4620.69 feet from the Tooele County brass cap monument at the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 30 bears S0°05'16"E 5293.32 feet (basis of bearing); thence S30°42'06"W 623.32 feet; thence N64°42'13"W 335.68 feet; thence N29°16'20"E 646.71 feet; thence S60°40'38"E 350.42 feet to the point of beginning. Contains 4.99 acres.

**SWMU 4, 46, 54:**

Beginning at a point that is N73°10'00"W 4960.95 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N60°15'18"W 308.65 feet; thence S80°34'15"W 74.05 feet; thence S29°37'43"W 495.08 feet; thence S27°45'40"W 497.56 feet; thence S51°17'58"E 401.75 feet; thence N28°17'55"E 88.74 feet; thence N59°30'56"W 43.35 feet; thence N29°33'02"E 1012.40 feet to the point of beginning. Contains 8.94 acres.

**SWMU 4, 46, 55:**

Beginning at a point that is N75°37'23"W 4224.49 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S29°30'59"W 573.57 feet; thence S45°47'06"W 93.85 feet; thence S29°33'45"W 140.16 feet; thence N60°07'20"W 319.27 feet; thence N30°16'05"E 816.33 feet; thence S58°00'44"E 335.27 feet to the point of beginning. Contains 6.22 acres.

**SWMU 46, 54:**

Beginning at a point that is N56°42'24"W 3904.05 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S28°49'33"W 703.10 feet; thence N60°18'34"W

401.57 feet; thence N29°52'03"E 700.04 feet; thence S60°44'52"E 388.81 feet to the point of beginning. Contains 6.36 acres.

**SMWU 50:**

Beginning at a point that is N79°06'58"W 4083.09 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N60°19'59"W 79.74 feet; thence S29°43'53"W 45.63 feet; thence S60°35'02"E 35.23 feet; thence N29°28'05"E 16.73 feet; thence S60°24'45"E 44.72 feet; thence N29°28'11"E 28.69 feet to the point of beginning. Contains 0.0662 acre.

**SWMU 50 BLDG 613:**

Beginning at a point that is N77°30'41"W 4896.98 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N61°06'45"W 42.81 feet; thence S28°22'22"W 71.56 feet; thence S61°41'52"E 26.74 feet; thence N29°25'25"E 39.04 feet; thence S61°07'42"E 15.30 feet; thence N28°28'00"E 32.24 feet to the point of beginning. Contains 0.0560 acre.

**SWMU 51:**

Beginning at a point that is N66°58'29"W 5491.98 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N61°25'57"W 641.75 feet; thence S30°39'22"W 429.90 feet; thence S60°45'16"E 678.54 feet; thence N25°48'38"E 438.15 feet to the point of beginning. Contains 6.57 acres.

**SWMU 52 C-D:**

Beginning at a point that is N16°31'36"E 672.91 feet from the Tooele County brass cap monument at the South Quarter corner of Section 6, Township 4 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 6 bears S89°25'10"E 2636.82 feet (basis of bearing); thence N68°07'54"W 678.99 feet; thence N12°07'50"E 1820.21 feet; thence S68°36'04"E 98.10 feet; thence S12° 17'10"W 1004.95 feet; thence S65°13'44"E 747.68 feet; thence S23°45'21"W 766.41 feet to the point of beginning. Contains 15.92 acres.

**SWMU 52C & 57:**

Beginning at a point that is S69°21'37"E 137.31 feet from the Tooele County brass cap monument at the Northwest corner of Section 5, Township 4 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the North Quarter corner of said Section 5 bears N89°45'13"E 2636.22 feet (basis of bearing); thence S19°56'11"W 1423.29 feet; thence N59°21'19"W 773.75 feet; thence S72°43'22"W 606.45 feet; thence N65°49'18"W 161.15 feet; thence

S24°24'29"W 80.31 feet; thence S77°42'46"W 411.14 feet thence N12°04'40"E 1237.51 feet; thence N89°46'13"E 2053.09 feet to the point of beginning. Contains 50.14 acres.

**SWMU 56:**

Beginning at a point that is S74°39'12"W 508.35 feet from the Tooele County brass cap monument at the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S28°00'56"W 761.89 feet; thence N57°27'51"W 552.99 feet; thence N29°22'00"E 761.57 feet; thence S57°22'11"E 535.05 feet to the point of beginning. Contains 9.49 acres.

## EXHIBIT D

### Table of Allowed Uses and Restrictions

This table reflects allowed uses and restrictions applicable as of December 18, 1998. These restrictions may be terminated, removed or modified in the future as contemplated by Article VIII of the Declaration of Covenants, Conditions, and Restrictions to which this Exhibit D is attached.

Parcel <sup>3</sup>	Long-term Anticipated Use <sup>1</sup>	Long-term Restrictions <sup>2</sup>			Temporary Restrictions <sup>2</sup>			
		Sec. 6.1: Residential Restriction	Sec. 6.2: Ground- water System Restriction	Sec. 6.3: Ground- water Withdrawal Restriction	Sec. 7.1.1 & Sec. 7.1.2: SWMU Restrictions	Sec. 7.1.3: Residential Restriction	Sec. 7.2: Building Access Restriction	Sec. 7.3: Building Coordina- tion Req't
<b>Administrative - 1</b>	R, C/I		X					
SWMU 52D- Stable Area	R, C/I		X		X	X		
<b>Administrative - 2</b>	R, C/I		X					
<b>Administrative - 3</b>	R, C/I		X					
<b>Administrative - 4</b>	R, C/I		X					
<b>Administrative - 5</b>	R, C/I		X					
<b>Administrative - 6</b>	R, C/I		X					
SWMU 52C - Spreading Area (Charcoal Mat'l)	R, C/I		X		X	X		
SWMU 57 - Skeet Range	R, C/I		X		X	X		
<b>Administrative - 7</b>	R, C/I		X					
SWMU 52C - Spreading Area (Charcoal Mat'l)	R, C/I		X		X	X		
SWMU 57 - Skeet Range	R, C/I		X		X	X		
<b>Industrial - 1</b>	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
SWMU 29 - Drum Storage Area	C/I	X	X	X	X			
SWMU 30 - Old IWL (Ditches)	C/I	X	X	X	X			
SWMU 32 - PCB Spill Site	C/I	X	X	X	X			
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			
SWMU 51 - Chromic Acid/Alodine Drying Beds	C/I	X	X	X	X			
<b>Industrial - 3</b>	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			
<b>Industrial - 4</b>	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
<b>Industrial - 5</b>	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
<b>Industrial - 6</b>	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				X
SWMU 26 - DRMO Storage Yard	C/I	X	X	X	X			X
SWMU 31 - Transformer Boxing Area	C/I	X	X	X	X			X
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			X
SWMU 56 - Unburned Area	C/I	X	X	X	X			X
SWMU 56 - Burned Area	C/I	X	X	X	X			X
<b>Industrial - 7</b>	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				X
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			X

Parcel <sup>3</sup>	Long-term Anticipated Use <sup>1</sup>	Long-term Restrictions <sup>2</sup>			Temporary Restrictions <sup>2</sup>			
		Sec. 6.1: Residential Restriction	Sec. 6.2: Ground-water System Restriction	Sec. 6.3: Ground-water Withdrawal Restriction	Sec. 7.1.1 & Sec. 7.1.2: SWMU Restrictions	Sec. 7.1.3: Residential Restriction	Sec. 7.1.5: Building Access Restriction	Sec. 7.3: Building Coordination Req't
Industrial - 8	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				X
Industrial - 9	C/I	X	X	X	X			X
SWMU 26 - DRMO Storage Yard	C/I	X	X	X	X			X
Industrial - 10	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				X
Industrial - 11	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
Industrial - 12	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
Industrial - 13	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
SWMU 29 - Drum Storage Area	C/I	X	X	X	X			
Industrial - 14	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
Building 611- Firing Range	C/I	X	X	X			X	
SWMU 04 - Sandblast Areas (Bldg 600)	C/I	X	X	X	X			
SWMU 04 - Sandblast Areas (Bldg 615)	C/I	X	X	X	X			
SWMU 04 - Sandblast Areas (Bldg 617)	C/I	X	X	X	X			
SWMU 46 - Used Oil Dumpsters (Bldg 602)	C/I	X	X	X	X			
SWMU 46 - Used Oil Dumpsters (Bldg 611)	C/I	X	X	X	X			
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			
SWMU 50 - Compressor Condensate Drains (Bldg 613)	C/I	X	X	X	X			
SWMU 50 - Compressor Condensate Drains (Bldg 619)	C/I	X	X	X	X			
SWMU 54 - Sandblast Area (Bldg 611)	C/I	X	X	X	X			
SWMU 55 - Battery Shop (Bldg 618)	C/I	X	X	X	X			
Industrial - 15	R <sup>4</sup> , C/I	X <sup>4</sup>	X	X				
Building 637 (outside) - Underground Storage Tank Sites	C/I	X	X	X			X	
Building 659 -Transformer Storage Facility	C/I	X	X	X			X	
SWMU 49 -Storm/Indust.Waste Water Sys.	C/I	X	X	X	X			
SWMU 54 -Sandblast Area (Bldg 637)	C/I	X	X	X	X			

1. R = Residential, C/I = Commercial/Industrial.

2. Restriction applies in areas where block is marked with an "X." Section numbers refer to sections of the CCRs.

3. See Exhibit B for Parcel descriptions.

4. The residential restrictions apply only to existing buildings and SWMUs in this parcel.



**EXHIBIT E**

WHEN RECORDED, MAIL TO:

**NOTICE OF DE-LISTING**

THIS NOTICE OF DE-LISTING (the "Notice") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated \_\_\_\_\_, recorded as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Notice applies to the property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the Property has been identified as a National Priority List ("NPL") Site under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601, et seq. ("CERCLA"); and

WHEREAS, the Property has been removed from the NPL by the United States Environmental Protection Agency;

NOW, THEREFORE, without limiting or otherwise modifying restrictions under the Declaration, pursuant to the applicable provisions of Article V of the Declaration, the Army hereby issues this Notice that the Property has been removed from the NPL.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

UNITED STATES OF AMERICA,  
Acting by and through the Secretary  
of the Army

By: \_\_\_\_\_

E 124235 B 0547 P 0812



**EXHIBIT F**

WHEN RECORDED, MAIL TO:

**GROUNDWATER  
CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS**

THIS GROUNDWATER CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated \_\_\_\_\_, recorded as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the parcel of property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Parcel"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit, (the "PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate groundwater environmental contamination resulting from Army activities on the Parcel, in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, the Parcel has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the Parcel; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that all necessary Response Actions pertaining to groundwater has been completed for such Parcel, and the groundwater is fit for human consumption, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

E 124235 B 0547 P 0814

NOW, THEREFORE, pursuant to the applicable provisions of Article VIII, Section 8.1 of the Declaration, the Army hereby certifies that all necessary Response Actions pertaining to groundwater underlying the Parcel which is required to be performed by the Army in conformance with all applicable provisions of CERCLA, the FFA and the PCP, has been completed for such Parcel, and the groundwater is fit for human consumption, and that all restrictions applicable to groundwater underlying the Parcel and the groundwater treatment and monitoring system pursuant to Article VI, Section 6.2 and Section 6.3 of the Declaration are hereby terminated, removed and cease to exist. [except for: \_\_\_\_\_ (list exceptions, if any) \_\_\_\_\_ .]

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

UNITED STATES OF AMERICA,  
Acting by and through the Secretary  
of the Army

By: \_\_\_\_\_

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA        )  
  : ss.  
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 \_\_\_\_\_ day of \_\_\_\_\_, 1998, do hereby certify that this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, \_\_\_\_\_, whose name is affixed to the foregoing document dated the \_\_\_\_\_ day of \_\_\_\_\_, 1998 and acknowledged the same for and on behalf of the United States of America.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT G**

WHEN RECORDED, MAIL TO:

**SWMU  
CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS**

THIS SWMU CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated \_\_\_\_\_, recorded as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the Solid Waste Management Unit No. \_\_\_\_\_ more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "SWMU"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit (the "PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate environmental contamination resulting from Army activities on the SWMU, in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, the Parcel burdened by the SWMU has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the SWMU; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that all necessary Response Actions pertaining to the SWMU has been completed for the SWMU, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

E 124235 B 0547 P 0816



**EXHIBIT H**

WHEN RECORDED, MAIL TO:

**BUILDING**

**CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS**

THIS BUILDING CERTIFICATE OF TERMINATION OF REMOVAL OF RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated \_\_\_\_\_, recorded as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to Building No. [611] [659] [the area surrounding Building 637] more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Building"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit (the "PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate environmental contamination resulting from Army activities in the [Building] [area surrounding Building 637], in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, [Building 611] [Building 659] [the area surrounding Building 637] has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the Parcel; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that all necessary Response Actions pertaining to [Building 611] [Building 659] [the area surrounding Building 637] has been completed for said [Building] [area], a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

E 124235 B 0547 P 0818





**EXHIBIT I**

WHEN RECORDED, MAIL TO:

**CERTIFICATE OF MODIFICATION OF USE/RESTRICTIONS**

CERTIFICATE OF MODIFICATION OF USE/RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated \_\_\_\_\_, recorded as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Parcel"); and

WHEREAS, the Parcel has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to land uses identified in Exhibit D to the Declaration; and

WHEREAS, the Transferee has proposed a change in the use of the Parcel which has been submitted to and approved by USEPA and UDEQ; and

WHEREAS, the RDA has completed such remediation as required, if any, by USEPA and UDEQ in accordance with applicable law and regulation, the Federal Facilities Agreement ("FFA") between the Army and the United States Environmental Protection Agency ("USEPA"), and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and the Industrial Waste Lagoon, Post Closure Permit ("PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto; and

WHEREAS, to the extent remediation was necessary, the Transferee has submitted an applicable decision document to the Army, USEPA and UDEQ; and

WHEREAS, the Transferee has received a letter or other documentation from Army, USEPA and UDEQ accepting the Transferee's certification of completion of required remediation for such Parcel, if any, and/or approval of a modification of use or restrictions pursuant to Article VIII, Section 8.4 of the Declaration, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

WHEREAS, such letter or other documentation allows the following modification of use or restrictions with respect to the Parcel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(the foregoing being hereinafter referred to as the "Modified Use/Restriction").

NOW, THEREFORE, pursuant to the applicable provisions of Article VIII, Section 8.4 of the Declaration, the Transferee hereby certifies that all necessary environmental remediation on the Parcel which is required to be performed by the Transferee, if any, has been completed and approval of the Modified Use/Restriction for such Parcel has been received and is now in effect.

IN WITNESS WHEREOF, I have hereunto set my hand as of this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

[TRANSFEREE]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as \_\_\_\_\_ and \_\_\_\_\_, respectively, on behalf of the corporation therein named, who duly acknowledged to me that the corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

E 124235 B 0547 P 0820

**EXHIBIT J**

WHEN RECORDED, MAIL TO:

**GROUNDWATER WARRANTY CERTIFICATE**

THIS GROUNDWATER WARRANTY CERTIFICATE (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated \_\_\_\_\_, recorded as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the parcel of property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Parcel"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit (the "PCP") between the Army and UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate groundwater environmental contamination resulting from Army activities on the Parcel, in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, the Parcel has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the Parcel; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that the remedy for groundwater is in place and has been demonstrated to be operating properly and successfully for said Parcel, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

E 124235 B 0547 P 0821

NOW, THEREFORE, pursuant to the applicable provisions of Article VII, Section 7.3 and Article VIII, Section 8.5 of the Declaration, the obligation to coordinate the location of new buildings under Section 7.3 is hereby terminated and removed and the Army's warranty under CERCLA 120(h)(3)(A)(ii)(I), to the effect that all Response Actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Parcel has been taken, hereby vests and is effective with respect to the Parcel.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

UNITED STATES OF AMERICA,  
Acting by and through the Secretary  
of the Army

By: \_\_\_\_\_

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA            )  
  : ss.  
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 \_\_\_\_\_ day of \_\_\_\_\_, 1998, do hereby certify that this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, \_\_\_\_\_, whose name is affixed to the foregoing document dated the \_\_\_\_\_ day of \_\_\_\_\_, 1998 and acknowledged the same for and on behalf of the United States of America.

\_\_\_\_\_  
NOTARY PUBLIC