

19981222



E# 1998122 PG1 OF20
DOUG GROFFS, WEBER COUNTY RECORDER
12-DEC-03 825 AM FEE \$1.00 DEP 560
REC FOR: OGDEN.CITY

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor" or "Army" in specific situations), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the Ogden City, Utah (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to property, including all buildings, improvements, and fixtures thereon, located in Weber County, Utah, consisting of approximately 25.08 acres, and identified as Parcels 6B, 6C, and 14B in Exhibit A, attached hereto;

The property is conveyed "As Is, Where Is" without any representation, warranty or guarantee, except as required pursuant to applicable law or otherwise stated herein, by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which it was intended, and no claim for allowance or deduction upon such ground will be considered. There is no objection on the part of the Grantor to make any alterations, repairs, or additions, and neither said Grantor or Army shall be liable for any latent or patent defects in the property.

The hereinbefore described property is granted by the Grantor to the Grantee subject to valid and existing easements for streets, utility systems, rights-of-way, railroads, pipelines, and/or covenants, restrictions, reservations, conditions, and agreements which now exist affecting the foregoing the described premises and further subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990, as amended and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the Department of the Army determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

The Grantor further expressly excepts and reserves the following easements on the Property for the benefit of the lands retained by the Grantor:

1. A non-exclusive right to the use of roads and across railways on the Former Defense Depot Ogden for use by the U.S. Army Reserves' movement of tracked tactical vehicles in accordance with the Memorandum of Understanding ("MOU") entered into by the 96th Regional Support Command and the grantee, herein incorporated by reference.
2. All Former Defense Distribution Depot Ogden utility distribution systems, including, but not limited to, the electric distribution system, gas distribution system and telecommunications systems, are excluded from this Deed.
3. The Property is conveyed subject to the following outstanding easements: Easement No. DACA05-2-90-507, for storm drainage pipelines, granted to Weber County on January 30, 1990; and Easement No. SFRE-(s)-730, for a sewage pipeline, granted to Central Weber Sewer Improvement District on January 7, 1956.

The Grantee by its acceptance of this deed does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application submitted by the Grantee on May 28, 1998, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

6. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that public facilities developed on this property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on this property; and agrees to comply with the provisions of Title III of the Age Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on this property.
7. The Grantee further agrees to comply, where applicable, with the provisions of the Flood Disaster Protection Act of 1973 (87 Stat. 975) and the National Flood Insurance Act of 1968 (42 U.S.C. 4102).
8. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents, except as otherwise provided in this deed or law.
9. The Grantee acknowledges that it has received the technical environmental reports, described within this instrument, prepared by, or on behalf of the Army. The Grantee acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the property and deems the property to be safe for the Grantee's intended use, human health, and the environment in general, except as otherwise noted herein. The Grantee's acknowledgement of the condition of the Property creates a rebuttable presumption that hazardous substances, pollutants, contaminants, or petroleum products discovered on the property after the date of the transfer are related solely to the activity of, caused, deposited, or created by the Grantee, its agents, transferees, successors or assigns. The Grantee, its agents, transferees, successors or assigns as consideration for the conveyance, agrees to release the Grantor and Army from any liability or responsibility for any claims or damages arising out of or in any way related to the release of any substances on the property occurring after the conveyance of the property to the Grantee. This paragraph shall not affect or limit liabilities of the Army under applicable law or its responsibilities to conduct response actions or corrective actions that are required by law.
10. By accepting this deed, the Grantee, acknowledges that the Grantee has obtained a copy of the *Federal Facilities Agreement* (FFA) dated November 1989, between the Army and the U.S. Environmental Protection Agency (EPA) and Utah Department of Health (succeeded by Utah Department of Environmental Quality (UDEQ)). The Army shall provide the Grantee with a copy of any future amendments to the FFA. In this regard, it is understood that:
 - 10.1. The United States, through the Environmental Protection Agency (EPA), has determine that the following Response Action is necessary with respect to the property; operation and maintenance of groundwater monitoring, extraction, and treatment systems for Operable Unit #4 as depicted on Exhibit B and located on Parcels 6B, 6C and 14B, as such parcels are described on Exhibit C (the "Restricted Property"). Operable Unit #4 is further described on Exhibit D attached hereto and made a part hereof. Prior to the determination by the United States that all remedial action is complete:

- 10.1.1. The Grantee, its successors and assigns, shall not undertake activities on the Restricted Property that would interfere with or impede the implementation, construction, monitoring or completion of Response Action and shall give prior written notice to the Grantor, EPA, and the State of Utah any construction, alterations, or similar work on the Property that may interfere with or impede the Response Action; and
- 10.1.2. In connection with the conveyance of any interest in the Property, the Grantee shall include a covenant by the subsequent transferee allowing and agreeing not to interfere with the continued operation of the Response Action on said Restricted Property. At least sixty (60) days prior to any such conveyance, Grantee shall notify the Army, EPA, and Utah Department of Environmental Quality (UDEQ) by certified mail of the proposed conveyance. The notice shall include a copy of the proposed instrument of conveyance; and
- 10.1.3. In the event of a transfer of any interest in the Restricted Property or any portion thereof, the Grantee and all subsequent transferees of any interest in any portion of the subject Restricted Property will provide copies of the final instrument evidencing such transaction to UDEQ, the EPA, and the Army by certified mail within fourteen (14) days after the effective date of such transaction; and
- 10.1.4. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives, the Army, EPA, and UDEQ have determined that the restrictive covenants (the "Restrictive Covenants") in subparagraphs 10.1.4.1. and 10.1.4.2. below are required with respect to the Restricted Property. The Restrictive Covenants below benefit the Grantor, Army, EPA, the State of Utah, Ogden City, and the general public welfare and are consistent with the State of Utah and Federal environmental statutes:
- 10.1.4.1. The Grantee, its successors and assigns; shall not use, or allow any use of the Restricted Property for other than commercial or industrial purposes and it shall not be used for residential purposes. For purposes of this restriction, "commercial or industrial purposes" includes, but is not limited to, office, manufacturing, warehousing, or retail uses; "residential purposes" includes, but is not limited to, housing, daycare facilities, schools (excluding onsite employee training), or assisted living facilities. This restriction shall continue unless and until modified, pursuant to subparagraph 10.1.10.
- 10.1.4.2. The Grantee, its successors and assigns, shall not access, extract, or use groundwater, nor inject any materials into any wells located on the Restricted Property. This restriction shall continue unless and until modified pursuant to subparagraph. For purposes of this restriction, "groundwater" shall have the same meaning as in section 101(12) of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
- 10.1.5. Notwithstanding any other provision of this Deed, any agreement between the Grantee and the Army, the provisions of CERCLA, including CERCLA Section 120(h)(3), or Section 330 of the National Defense Authorization Act of 1993, as amended, the Grantee, its successors and assigns, covenants and agrees that if and to the extent any violation of the Restrictive Covenants gives rise to the need for investigation or remediation of any hazardous substances, pollutants or contaminants, or petroleum derivatives ("Response Action"), the owner of the Restricted Property during the time of such violation of the Restrictive Covenants: (i) shall be solely responsible for the

- Response Action, including all costs thereof; and (ii) shall indemnify and hold harmless the Grantor, its officers, agents, and employees from and against all suits, claims, demands, judgments, fines, penalties, or liabilities arising directly out of or resulting directly from such violation of the Restrictive Covenants; except that the provisions of this subparagraph 3.2.5 shall not apply in the event the violation of the Restrictive Covenants is the result of the actions of the Army or its employees, contractors, or agents.
- 10.1.6. Nothing contained herein shall preclude the Grantee or its successors or assigns from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for unrestricted use of the Restricted Property. Any additional remediation will be at no additional cost to the Grantor, and shall not be commenced without Army's prior written consent. Consent may be conditioned upon such terms and conditions as Army deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow unrestricted use of the Restricted Property and upon the Grantee's obtaining the approval of the Army, EPA and UDEQ and, if required, any other regulatory agency, Grantor agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of the State of Utah as this Deed is recorded, a Partial Release of Covenant. Grantee or its successors and assigns shall bear the cost of recording and all administrative fees.
- 10.1.7. If the Grantee, its successors or assigns, wish to conduct an activity prohibited by the Restrictive Covenants on the Restricted Property, the Grantee shall prepare a written description of its proposal and submit it to the Army, EPA and UDEQ. No activity prohibited by the Restrictive Covenants will be conducted without approval from the Army, EPA, and UDEQ. A decision on the proposal will be rendered by the Army, EPA, and UDEQ within a reasonable period after the submittal of the proposal and approval will not be unreasonably withheld. In granting excavation or other approval under this subsection, the Grantor may impose reasonable terms and conditions, on a case by case basis, that the Grantor deems necessary to ensure compliance with appropriate sampling protocols, health and safety plans, to protect human health and the environment, and to ensure proper disposal of contaminated soil or groundwater, at no expense to the Army. Notwithstanding the foregoing, if the person submitting the proposal is not the owner of the applicable portion of the Restricted Property, the written consent of the owner of such property shall be required, as a condition to receiving such approval. In the event of a health or safety emergency, the Grantee, its successors or assigns, shall be allowed to conduct such emergency excavation or other such emergency activity on the applicable portion of the Restricted Property, but only to the extent necessary to ameliorate such emergency and implement all measures required under applicable law and regulation to limit actual or potential risk to the public health and environment and to minimize exposure.
- 10.1.8. The Grantee or its successors and assigns shall submit any requests for access or use of groundwater, excavation requests, requests for authorization to take further remedial action, or requests for other modifications to the above restrictions to the Army, EPA, and UDEQ, by first class mail, postage prepaid, addressed as follows:
- To Army:

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

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To EPA:

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

To UDEQ:

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

- 10.1.9: The provisions of this paragraph shall run with the land, shall be binding on Grantee and its successors and assigns, and shall be enforceable by the Grantor, Army, EPA or UDEQ.
- 10.1.10: Response Action will be completed in accordance with, as applicable, CERCLA, FFA, and/or RCRA. When Response Action is complete, the Army will submit a closeout report and proposed decision document to UDEQ and EPA. Upon receipt of a letter or other documentation from UDEQ and EPA accepting the Army's certification that all necessary Response Action pertaining to groundwater has been completed, the Army will issue a Groundwater Certificate of Termination and Removal. A copy of such letter or other documentation shall be attached as an exhibit to the Groundwater Certificate. The Groundwater Certificate shall be recorded by the Grantor in the office of the Weber County Recorder, and a copy of the same will be sent by the Grantor to the Grantee.
- 10.1.11: Upon recording of the Groundwater Certificate of Termination and Removal, as provided in subparagraph 10.1.10 above, the restrictive covenants imposed in subparagraph 10.1.4.2. above will thereby be terminated and shall from that time forward have no further force and effect.
- 10.1.12: The Grantee agrees that notwithstanding any other provision of this deed, the United States assumes no liability to the Grantee, its successor or assigns, or any other person, should implementation of the FFA interfere with the use of the property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agency, employee, or contractor hereof.
11. The Grantee acknowledges prior receipt of the Final Environmental Baseline Survey (Final EBS) and Community Environmental Response Facilitation Act (CERFA) letter report for Defense Distribution Depot Ogden, Ogden, Utah (July 1996), incorporated herein by reference, and Finding of Suitability to Transfer #4 (October 2002) and Finding of Suitability to Transfer #2 (January 1999), together with other technical environmental reports, investigations, and studies, prepared by and on behalf of the Army, copies of which are located in the administrative files of the U.S. Army Corps of Engineers, Sacramento District, Real Estate Division. The Army represents that the Environmental Documents accurately describe the environmental condition of the property.
- 11.1. As used in this Deed "Environmental Condition" means any condition with respect to the environment (including soil, surface waters, ground waters, stream sediments, and surface or subsurface strata) on, at, in or relating to the Property, whether or not the condition is known or unknown, which could or does result in any liability claim, cost, or order to or against Grantor or Grantee, their successors or assigns.
- 11.2. Subject to the conditions disclosed in the Environmental Documents, the Response Actions required in the Environmental Documents, the covenants and warranties of the United States under Section 120 (h)(3) of CERCLA and as set forth in Paragraph 10, Grantee accepts the environmental condition of the Property and deems the Property to be safe for the Grantee's

intended use: If, after conveyance of the Property to the Grantee, Grantee discovers an actual or threatened release of a CERCLA hazardous substance on the Property, or in the event that a CERCLA hazardous substance is discovered or a pre-existing underground storage tank is found on the Property after the date of the conveyance, Grantee or its successors or assigns shall be responsible for such release, newly discovered substance, or underground storage tank unless Grantee is able to demonstrate that such release, hazardous substance, or underground storage tank was due to Army activities, ownership, use, or occupation of the Property, or the activities of Army contractors and/or agents. Nothing in this provision shall be construed to create an additional burden of proof applicable to any administrative or judicial proceedings.

- 11.3. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance of the Property, where such substance was placed on the Property by the Grantee (or its agents or contractors), its successors or assigns, after the conveyance of the Property.
- 11.4. This Paragraph shall not affect the Army's responsibilities to conduct Response Action(s) required by the Environmental Documents, applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws. Nothing in this Paragraph is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section 120(h) of CERCLA, 42 U.S.C. §. 9620(h) and/or Section 330 of Public Law 102-484, the Department of Defense Authorization Act of 1993, as amended (10 U.S.C. § 2687, note).

12. Pursuant to Section 120(h)(3)(A)(i) of CERCLA (42 U.S.C. 9620), the Grantee, its successors and assigns, are hereby notified of the storage, release, and disposal of hazardous substances on the adjoining properties and provided available information regarding the type, quantity, and location of such substances and action taken is provided in the Final EBS. A summary of information concerning hazardous substance activities on the adjoining properties is provided in the Notification of Hazardous Substance Storage, Release, and Disposal attached hereto as Exhibit E from FOST #2 and FOST #4, and the Notification of Petroleum Product Storage, Release, and Disposal, attached hereto as Exhibit F from FOST #2 and FOST #4. The information regarding this storage, release, and disposal indicates that there is no threat to human health and the environment.

13. Pursuant to Section 120(h)(3)(A)(ii)(I) and (B) of CERCLA, and pursuant to a finding by the EPA that the groundwater monitoring, extraction, and treatment systems for Operable Unit #4 as depicted in Exhibit B and located on the Property are operating properly and successfully, the Grantor, through the Army, hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to any hazardous substance on the Property.

14. Pursuant to Section 120(h)(3)(A)(ii)(II) of CERCLA, the Grantor, by and through the Army covenants and agrees any additional corrective, remedial and response actions found to be necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property after the date of transfer shall be conducted by the Grantor, by and through the Department of Army.

14.1. As provided under CERCLA, the covenants provided in this paragraph or paragraph 13 above shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party, with respect to such Property. For purposes of this paragraph and paragraph 14 above, Grantor, by and through the Army, and Grantee agree that the mere tenancy or occupation of the Property by the Grantee, its successors or assigns, or the mere

- ownership of the Property by the Grantee, its successors or assigns, will not cause the Grantee, or its successors or assigns, to be a potentially responsible party under this covenant.
- 14.2. Nothing in this Paragraph is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section 120(h) of CERCLA, 42 U.S.C. § 9620(h).
15. Any obligation on behalf of the Army to pay or reimburse any under the provisions of this deed is subject to the availability of appropriated funds to the Army, and nothing within the deed shall be interpreted to require obligations or payments in violation of the Anti-Deficiency Act, P.L. 97-258.
16. Upon request of the Grantee, its successors or assigns, the Army agrees that it will assist the Grantee, its successors or assigns, without cost to the Grantor, in having the EPA de-list any portions of the Property from the National Priority List (NPL) which have been determined to be appropriate for de-listing. The Grantor will keep the Grantee informed of its progress related to de-listing such portions of the Property.
17. The Grantor, by and through the Army, recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as required and limited by Section 330 of Public Law 102-484, the Department of Defense Authorization Act of 1993, as amended, (10 U.S.C. § 2687, note) and to otherwise meet its obligations under law. Nothing in this Paragraph is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section 330 of Public Law 102-484, the Defense Authorization Act of 1993, as amended (10 U.S.C. § 2687, note).
18. No evidence exists that would indicate the Property is or has been contaminated with chemical weapons/substances (chemical test kits). However the Grantee is hereby informed and does acknowledge that chemical test kits have been removed from the Former DDOU in the area described in the Final EBS as Operable Unit 3. The location of Operable Unit 3 is depicted on Figure 5 of the Final EBS. For prudent safety precautions the Grantee, its successors and assigns, and any contractors performing ground intrusive work on the Property are notified that the Former DDOU had a Chemical Ordnance Supply Corps active from 1941 to 1947 which might have resulted in unexploded ordnance contamination. If any item is encountered that appears to be of an ordnance or explosive nature, stop-work procedures should be invoked and the Army notified immediately at U.S. Army Technical Escort Unit, Aberdeen Proving Ground, Maryland, telephone (410) 436-4259.
19. The Grantor reserves a right of access to the property, including access to available utilities at reasonable costs, to the extent permitted by law, on behalf of the Army, EPA, and UDEQ, and their agents, employees, and contractors to over and over the conveyed property for any investigation, response action, removal action, or corrective action required pursuant to Section 120(h)(3) of CERCLA, RCRA, of the FFA and for the following purposes;
- 19.1. To conduct and oversee investigations relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- 19.2. To conduct and oversee Response Action under the FFA;
- 19.3. To conduct and oversee operation and maintenance of Response Action, and any action required by the post-closure activities of the Former DDOU;
- 19.4. To verify that no action is being taken on the Property in violation of the terms of this Deed;

- 19.5. To conduct periodic reviews of the Response Action, including but not limited to, reviews required by applicable statutes and/or regulations;
- 19.6. To implement additional or new Response Action if the Army, EPA, or UDEQ, in their discretion, determines that such actions are necessary to protect human health and the environment because the original action has proven to be ineffective, because previously unknown contamination from past Grantor activities must be remediated, or because new technology has been developed which will accomplish the purposes of the Response Actions in a significantly more efficient or cost effective manner.
- 19.7. To install, operate, maintain, and/or remove groundwater monitoring, extraction, and treatment systems (wells, tanks, piping, air tower, structures and improvements), and to perform continued monitoring of groundwater conditions, allowing chemical and/or physical testing of wells to evaluate water quality and/or aquifer characteristics, or extraction and treatment of groundwater. Groundwater monitoring and treatment systems, existing on the Property and the Former DDOU as of the date of this Deed, are depicted on Exhibit B attached hereto and made a part hereof.
- 19.8. In exercising the rights herein, Grantor agrees on behalf of the Army, EPA, and UDEQ to provide the Grantee, successors or assigns reasonable prior written notice of actions requiring access and to the extent reasonable, consistent with the FFA, use its best effort to avoid of minimize the interruption, interference, or disruption to the Grantee, its successor or assigns use of the property.
20. The Grantee and its successors and assigns shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives, from and against any suit, judgement, cost or other fee (including death, illness, or loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threaten release of any hazardous substance, pollutant, or contaminant, or petroleum or petroleum derivative as a result of the activities of the Grantee or the Grantee's successors, assigns, transferees, and/or agents except where such suit, claim, demand or action, liability, judgement, cost or other fee is the result of negligence or willful misconduct by the Department of Defense or any of its employees, agents, or representatives.
21. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor or Army, EPA, or UDEQ in the case of breach of requirements contained in paragraphs 10 or 11 above, will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, cure, or commence actions necessary to cure said breach. Upon failure to eliminate, rectify, cure, or commence actions necessary to cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.
22. The Grantor, Army, and other federal agencies, have the right of access, upon reasonable notice, to inspect for compliance with the provisions herein, as well as applicable federal laws and regulations. The Grantor, to the extent it knows, will give the Grantee reasonable prior notice of the intention of Army or other federal agencies to enter. Such notice shall not apply when the entry is required for safety, environmental, operation, or security or law enforcement purposes.

During the above access situations, the United States, and its agencies will be liable to the extent allowed by the Federal Tort Claims Act for wrongful death, personal injuries, or property damage resulting from negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this conveyance. Further, said Grantor, or other federal agency employees will be covered by the Federal Employees Compensation Act, to the extent allowed by law, for injuries to said employees.

23. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.
24. Any provisions within this deed forming an obligation on the Grantee for the payment or reimbursement of funds is subject to the availability of appropriate funds under the Uniform Fiscal Procedures Act for Utah Cities (Chapter 6, Title 10 Utah Annotated Code 1953, as amended) and Article XIV, Section 3 of the Utah Constitution, and nothing within this deed shall be interpreted to create a general obligation on the part of Ogden City.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 1st day of October, 2003.

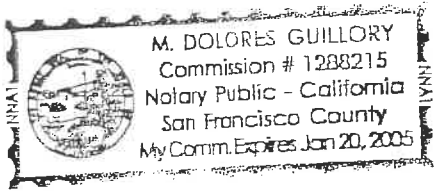
UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior

By Jonathan B. Jarvis
Jonathan B. Jarvis
Regional Director, Pacific West Region
National Park Service

E: 1998122 PG10 OF20

(COUNTY OF ALAMEDA)
) SS.
(STATE OF CALIFORNIA)

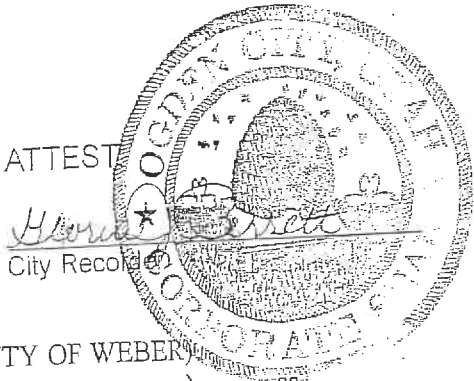
On this 1 day of November, 2003, before me, the subscriber, personally appeared Jonathan B. Jarvis, to be known and personally known to me to be the Regional Director, Pacific West Region, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director, Pacific West Region aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.
M. Dolores Guillory
NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

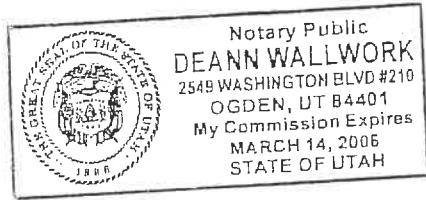
Ogden City Corporation, Utah



By Walter A. Ball
Date December 4, 2003

(COUNTY OF WEBER)
) SS.
(STATE OF UTAH)

On this 4th day of December 2003, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the Ogden City Corporation and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the Ogden City Corporation for the purposes and uses therein described.



Witness my hand and official seal.
Deann Wallwork
NOTARY PUBLIC

Exhibit A

Parcel 6B

A parcel of land situate in Sections 6 & 7, Township 6 North, Range 1 West, Salt Lake Base and Meridian; more particularly described as follows:

Beginning at a point which is 4128.81 feet North, 2457.89 feet East and N 86°22'50" E 77.77 feet from the Weber County Survey Witness Corner Monument located at the intersection of 1200 West Street and 200 North Street, said witness corner is 1175.04 feet N 00°45'37" E from a Weber County Survey monument at the intersection of 1200 West Street and 200 South Street, said witness corner is also 689.28 feet Westerly from the Northeast Corner of Section 13; Township 6 North, Range 2 West, Salt Lake Base and Meridian; thence N 03°35'43" W 734.02 feet, more or less, to a point on the Southerly boundary of the Frank M. Browning U. S. Army Reserve Center and running thence along said Southerly boundary N 86°29'24" E 66.00 feet to a Sunrise Engineering rebar and cap labeled "LS 189369" marking a point on the boundary of that certain parcel conveyed to the City of Ogden by Deed Without Warranty from the United States of America dated 14 December 1973 and recorded 17 December 1973 at Book 1042 Page 51, Weber County records; thence leaving said Reserve Center boundary and following the boundary of said City of Ogden parcel, S 03°35'43" E 655.22 feet to a Sunrise Engineering rebar and cap labeled "LS 189369"; thence N 86°28'27" E 1457.23 feet to a Sunrise Engineering rebar and cap labeled "LS 189369" marking a corner of that certain parcel conveyed to the United States of America by Quitclaim Deed from the City of Ogden dated 26 April 1982 and recorded 7 May 1982 at Book 1402 Page 770, Weber County records; thence following the boundary of said United States parcel, 763.28 feet along a non-tangent 590.14 foot radius curve to the left whose chord bears N 48°58'04" E 711.18 feet through a central angle of 74°06'21" to a Sunrise Engineering rebar and cap labeled "LS 189369"; thence N 09°13'00" E 633.80 feet, more or less, to a point on the Westerly right of way of the Union Pacific Railroad; thence following said Westerly right of way line 146.52 feet along a non-tangent 5660.17 foot radius curve to the right whose chord bears S 16°17'06" E 146.52 feet through a central angle of 01°29'00"; thence leaving said Westerly right of way line, S 10°23'13" W 576.67 feet; thence S 21°04'23" W 106.02 feet; thence S 31°37'52" W 76.03 feet; thence S 40°29'02" W 387.83 feet; thence S 76°19'32" W 172.35 feet; thence S 86°23'31" W 694.33 feet; thence N 89°06'40" W 547.15 feet; thence S 86°22'50" W 353.93 feet to the point of beginning.

Containing 6.94 Acres

Parcel 6C

A parcel of land situate in Section 7, Township 6 North, Range 1 West, Salt Lake Base and Meridian; more particularly described as follows:

Beginning at a point which is 4128.81 feet North and 2457.89 feet East from the Weber County Survey Witness Corner Monument located at the intersection of 1200 West Street and 200 North Street, said witness corner is 1175.04 feet N 00° 45'37"E from a Weber County Survey monument at the intersection of 1200 West Street and 200 South Street, said witness corner is also 689.28 feet Westerly from the Northeast Corner of Section 13; Township 6 North, Range 2 West, Salt Lake Base and Meridian; thence N 12°22'19" W 345.62 feet; thence N 36°22'00" W 467.45 feet, more or less, to a point on the Southerly boundary of the Frank M. Browning U. S. Army Reserve Center and running thence along said Southerly boundary N 86°29'24" E 383.54 feet; thence S 03°35'43" E. 734.02 feet; thence S 86°22'50" W 77.77 feet to the point of beginning.

Containing 3.13 Acres

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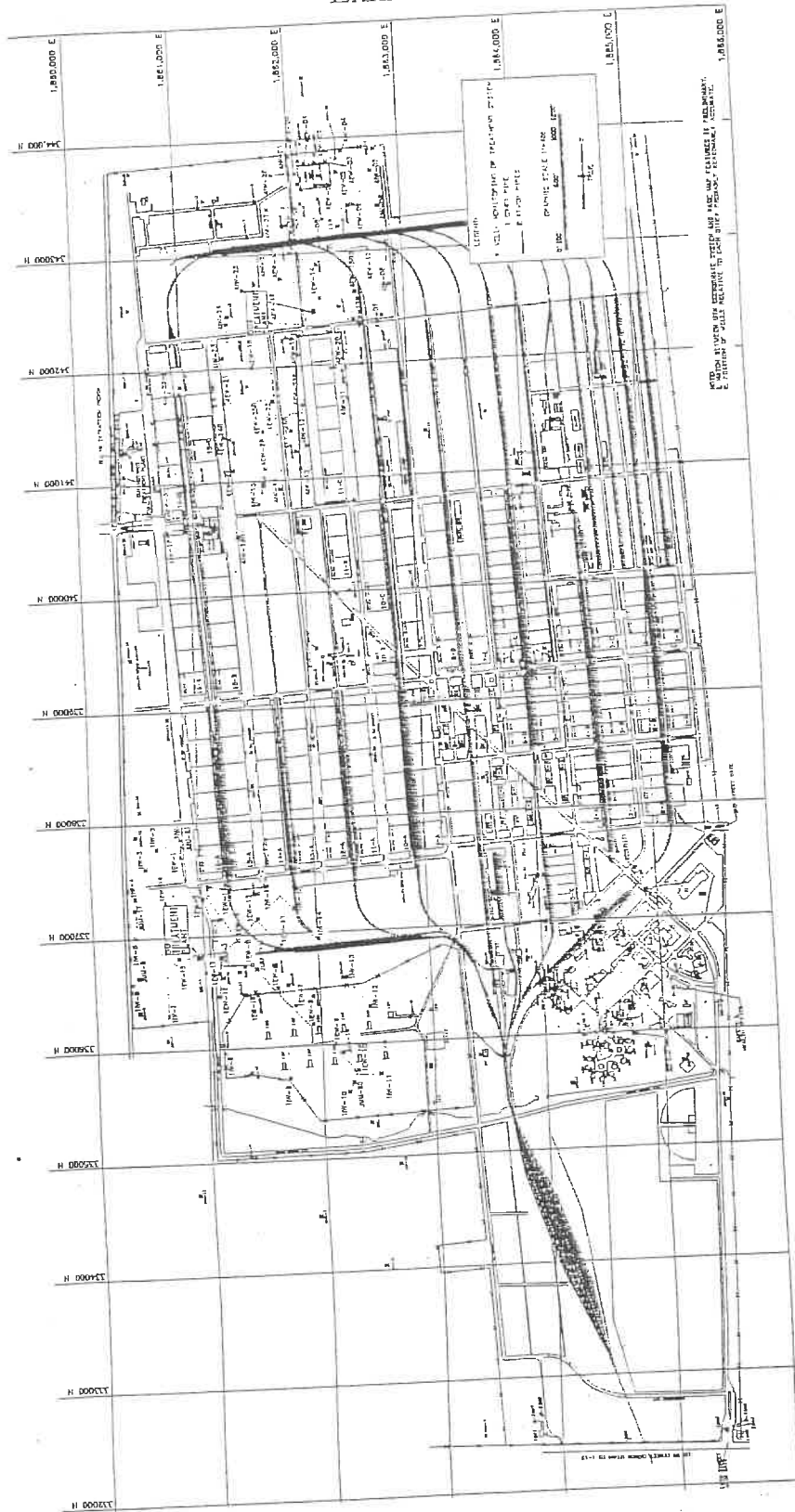
Parcel 14B

Beginning at a point which is 4128.81 feet North and 2457.89 feet East from the Weber County Survey Witness Corner Monument located at the intersection of 1200 West Street and 200 North Street, said witness corner is 1175.04 feet N00°45'37"E from a Weber County Survey monument at the intersection of 1200 West Street and 200 South Street, said witness corner is also 689.28 feet Westerly from the Northeast Corner of Section 13; Township 6 North, Range 2 West, Salt Lake Base and Meridian, said point being the northwest corner of that parcel identified as FOST 2, EDC Parcel 6 and described in the Quitclaim Deed from the United States of America to Ogden City, recorded as Entry 1718216 at Book 2083 Page 2198, Weber County Records on 28 July 2000, and running thence along the third and second calls, respectively, of FOST 4, Parcel 14A, S86°22'50"W 998.24 feet; thence N03°29'53"W 736.07 feet; to a point on the northerly boundary of Defense Depot Ogden, as shown on a previous survey by Sunrise Engineers and Land Surveyors titled "Perimeter Boundary Survey Defense Depot Ogden, Utah", 1997, thence along said Depot boundary, N86°29'24"E 691.23 feet; thence leaving said Depot Boundary, S36°22'00"E 467.45 feet; thence S12°22'19"E 345.62 feet to the point of beginning

Contains 15.01 Acres.

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Exhibit B



OPERATING UNIT WELLFIELD PIPELINES
MONITORING AND TREATMENT SYSTEM WELLS
DCHU, OGDEN, UTAH
US ARMY CORPS OF ENGINEERS
SACRAMENTO DISTRICT
JANUARY 5, 2003

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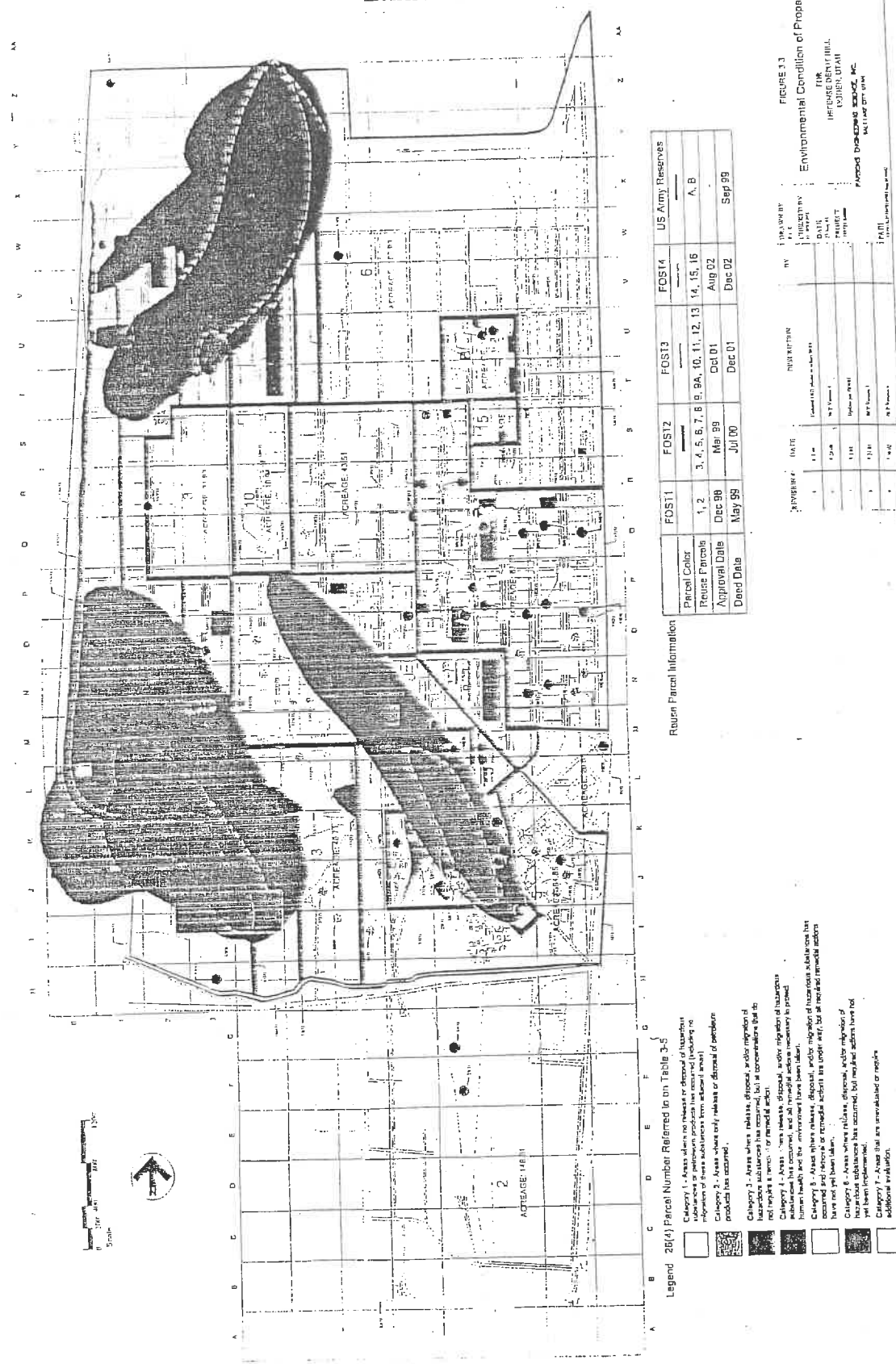
Exhibit C



Restricted Property

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Exhibit D



Parcel Color

FOST1	FOST2	FOST3	FOST4	US Army Reserves
1, 2	3, 4, 5, 6, 7, 8, 9A, 10, 11, 12, 13, 14, 15, 16			A, B
Dec 99	May 99	Oct 01	Aug 02	
May 99	Jul 00	Dec 01	Dec 02	Sep 99

Environmental Condition of Property

NUMBER	DATE	PREPARED BY	APPROVED BY
1	1/20/00	W. J.
2	1/11/00
3	1/11/00
4	1/11/00

DRAWN BY: ...
 CHECKED BY: ...
 DATE: ...
 TITLE: ...
 PROJECT: ...
 SHEET: ...

Rough Parcel Information

- Legend: 26(4) Parcel Number Referred to on Table 3-5
- Category 1 - Areas where no release or disposal of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been completed, including the removal of these substances from all areas.
 - Category 2 - Areas where only release or disposal of petroleum products has occurred.
 - Category 3 - Areas where release, disposal, and/or migration of hazardous substances has occurred, but all concentrations that do not require a remedy are removed.
 - Category 4 - Areas where release, disposal, and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been completed, including the removal of these substances from all areas, but all remedial actions have not yet been taken.
 - Category 5 - Areas where release, disposal, and/or migration of hazardous substances has occurred, but remedial actions have not yet been implemented.
 - Category 6 - Areas where release, disposal, and/or migration of hazardous substances has occurred, but remedial actions have not yet been implemented.
 - Category 7 - Areas that are unremediated or require additional evaluation.

Exhibit E

NOTIFICATION OF HAZARDOUS SUBSTANCE
STORAGE, RELEASE, OR DISPOSAL

BUILDING NUMBER	PARCEL	NAME OF HAZARDOUS SUBSTANCES	DATE OF STORAGE, RELEASE, OR DISPOSAL	REMEDIAL ACTION (RA)
207		Hazardous Wastes	From 1995-97 this building was the Part B Permit Conforming Storage Facility. No releases occurred.	None. Confirmation sampling completed in 1997 verifies no releases.
242	4A	DDT, Radionuclide items, BNAE's	Hazardous Substances Warehouse from 1941-97. Quantities unknown.	Sampled for DDT and completed a Radiological Closure Survey in 1997. No action required.
252	5A	Hazardous Wastes, PCB, DDT	Interim Status Storage Facility 1984 -97.	Closure certification for Part B Permit through UDEQ. Floor was washed. Sampling and analysis was completed to verify no contaminants were present which would harm human health or the environment.
273		Paints, solvents, stains	Built in 1943, operated until 1997. Quantities unknown.	None. Visual Inspection Only
302	9B	Radioactive Items	Warehouse from 1942 -97. Quantities unknown.	Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits. No action.
312	10A	Radioactive Items, Paints, Thinners	Warehouse from 1942-97. Quantities unknown. No known spills	Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits
319	11A	PCB, Radioactive Items	Warehouse from 1942 -97. Quantities unknown. No known spills	Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits.
330	12A	PCB, Radioactive Items	Warehouse from 1942 -97. Quantities unknown. No known spills	Radiological Closure Survey completed in 1997. All levels below acceptable exposure limits.
326, Dip Tank East Side	11C	Methylene chloride Bis(2-ethylhexyl) Phthalate, Benzene, Chlorobenzene M,p-xylene, Adrin, Dieldrin, Endosulfan, Heptachlor	Dip tank was in use during the 1950s through the 1970s. Quantity release unknown.	Soil & groundwater were sampled & analyzed for VOC, SVOCs & pesticides in May 1997. RBCA soil & groundwater criteria detected levels below the reporting limits. Tanks were removed as part of Depot remediation.
101 Igloo Demolished	14A	Chemical I.D. Kits	Storage 1941 to 1946	No RA, visual inspection only.
102 to 106 Igloos	14A	Chemical I.D. Kits	Storage 1941 to 1946	No RA, visual inspection only.

BUILDING NUMBER	PARCEL	NAME OF HAZARDOUS SUBSTANCES	DATE OF STORAGE, RELEASE, OR DISPOSAL	REMEDIAL ACTION (RA)
108 to 109 Igloos	14A	Chemical I.D. Kits	Storage 1941 to 1946	No RA, visual inspection only.
110 to 111 Igloos Demolished	14A	Chemical I.D. Kits	Storage 1941 to 1946	No RA, visual inspection only.
328 OU #4 Treatment Bldg.	14A	Contaminated groundwater	Groundwater Treatment	No spills, only treatment through air tower.
344 Pistol Range	14A	Lead	Storage 1943 to 2000	Building removed.
339 (13A)	14A	POL Products Corrosives Solvents Paints	Release occurred, quantities unknown. Storage from 1942 to 1998.	Contaminated soil removed.
364 OU #1 Treatment Bldg.	14A	Contaminated Groundwater	Groundwater Treatment	No spills, only treatment through air tower.
393 Ozone Bldg. OU #4	14A	Contaminated Groundwater	Groundwater Treatment	No spills, only ozonation treatment
107 Igloo	14C	Chemical I.D. Kits	Storage 1941 to 1946	No RA, visual inspection only
358	15B	PCB	From 1953-98 PCB transformers were stored for distribution. No known leaks or releases.	None. Visual inspection only.
S40	17	PCB	Operated 1941-98. Leaks were reported. Quantity release unknown.	Leaking transformers were replaced in 1981. However, no testing was done for PCB in the soil. In 1998, soil was sampled/analyzed. Confirmed less than 1-PPM PCB present.
	29	Trichloroethene, Bromacil, Chlordane	French drain used to dispose of rinse water from pesticide and herbicide containers. This drain was used from the 1950s to mid-1970s. Disposed quantities not known. Contaminants below MCL.	Removed 269 tons contaminated soil from adjacent parcel. Pump and treatment by air stripping for groundwater plume started in Sept 1992 for OU2 groundwater plume in adjacent parcel. Expected to be completed by 2002

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

No hazardous material storage, releases, or disposals reported on parcels subject of this deed

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Ogden City Corporation
Weber County Fairgrounds Expansion Deed of Conveyance
Parcels 6B, 6C, and 14B - Former Defense Distribution Depot Ogden

Exhibit F

NOTIFICATION OF PETROLEUM PRODUCT
STORAGE, RELEASE, OR DISPOSAL

Building Number	Parcel	Name of Petroleum Product	Date of Storage, Release, or Disposal	Remedial Actions
S2		Heating Oil	Operated from 1942 to 1986. 10,000 gallons UST	None
4		Diesel	(1) 1000 gallon AST operated from 1991 to 1998 as tanks on an Emergency Generator.	None
S40		Heating Oil	Operated from 1942 to 1986. 5,000 gallons UST	None
S42		Heating Oil	Operated from 1942 to 1986. 5,000 gallons UST	None
S43		Heating Oil	Operated from 1942 to 1986 300 gallon UST.	None
55		Fuel Oil	Operated from 1953 to 1995. 25,000 gallons AST	Inside of tank cleaned in 1998. Pumping station cleaned in 1997. Soil test completed in Nov 1997. detected no BTEXN or TPH. No further remediation activities required to protect human health or the environment.
Loading Ramp 234 and Loading Ramp 237		Hydraulic Oil	Quantity unknown. Ramp has been in service from 1940s to 1998.	Soil sampled/analyzed for TRPH 12 May 1997. Soil was removed until concentration was below RBCA Tier 1-screening level of 10,000-mg/kg. Soil was removed in 1998.
252	5A	Hydraulic Oil	Interim Part B Permit. Hazardous Waste Storage 1984 to 1997	Spilled 55 gallons of oil within bermed area. Cleaned up by depot spill team.
304	9C	Heating Oil	Operated until 1987. Capacity unknown. Three USTs	Removed in 1986/7, two (2) in good condition and one (1) leaking in poor condition. No soil removal or testing done during removal. Sample analyzed for TPH in soil and ground water in May 1997. TPH did not screen criterion. No further action taken.
304	9C	POL Products	Warehouse stored 55-gallon drums of POL products from 1982 to 1997.	Minor spills (less than 55 gallons) cleaned up at time discovered.
S313	10B	Oil/Gasoline	Operated from 1942 to 1987. 10,000 gallons gasoline, 1,000 gallons oil	Tanks removed. Good condition.
330	12A	Gear Lube Oil	1981, 80 gallons spilled	Spill team responded and cleaned-up
339, Bay 5	14A	POLs	Storage from 1942-97. Release outside Bay 5.	Soil and groundwater analyzed for VOC, TPH and total metals. Contaminated soil removed to below clean-up levels.

Building Number	Parcel	Name of Petroleum Product	Date of Storage, Release, or Disposal	Remedial Action
901	14D	POL's UST	UST tank installed 1960 and removed in 1987.	Soil and groundwater analyzed for TPH in 1997. TPH was below MCL's
246	15	POL's UST	UST installation date unknown. Tank removed in 1987.	Soil and groundwater analyzed for TPH in 1997. TPH was not detected.

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

No petroleum product storage, releases, or disposals reported on parcels subject of this deed

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