

EXHIBIT "F"

PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this Exhibit "F" have the meanings ascribed to such terms in the Disposition and Development Agreement.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or Engineering Controls, and Hazardous Substance monitoring in soil and groundwater that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP or recommended by the Risk Assessment in order to ensure no significant risk to public health or the environment.

"Applicable Environmental Guidance" means all applicable Environmental Laws, Activity and Use Limitations, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be followed.

"CEM Contract" means the contract described in Section 3D(c) below.

"Certified Environmental Manager" ("CEM") means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"Clean Soil" means soil excavated from the Site that does not contain Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"Completion of Construction" as to any portion of the Project, means the date that such portion receives a temporary certificate of occupancy or notice of completion is recorded.

"Contaminated Soil" means soil excavated from the Site that contains Hazardous Substances in concentrations requiring treatment or disposal pursuant to the Soil and Groundwater Management Plan.

"CPV Manager" means the City Manager or the person CPV identifies in writing to Developer.

"Deed Covenants" means obligations of Union Pacific Railroad set forth in the deed from Union Pacific Railroad to Nevada Stadium Partners Limited Partnership, a Delaware Limited Partnership and successors in title, attached as Attachment F-1 to this Exhibit "F".

Submitted at City Council

Date 10/5/2011 Item 19

By: Romeo Beten

“Developer Obligations” means the obligations described at **Section 3D(a)**.

“Engineering Controls” mean barriers, caps, liners, ventilation systems or other devices engineered to control or impede dermal contact, inhalation or ingestion by humans of chemicals in soils, water and other media above and below grade surface.

“Environmental Condition” means (a) a Release or threat of a Release of any Hazardous Substance affecting the Site for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Site that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Site which results in or forms the basis for a claim by any Government Authority or citizen or citizen group for compliance, injunctive relief, damages (including without limitation natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

“Environmental Disclosure Documents” means those documents, data, and reports evidencing the condition of the Site that are listed on **Attachment F-2** to this **Exhibit “F”**.

“Environmental Laws” means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Government Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substance.

“Environmental Permits” means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Project.

“Government Authority” means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court, or other entity exercising or having the functions of government.

“Hazardous Substances” or **“Hazardous Substance”** means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Government Authority or Environmental Laws; or

(c) a basis for liability to any Government Authority or third party under any regulatory, statutory or common law theory.

“**NDEP**” means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

“**Occupancy Certificate**” means a certificate(s) or other equivalent approval by City allowing occupancy by people within the Project.

“**Project**” means the Project.

“**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

“**Site**” means the Site.

“**Soil and Groundwater Management Plan**” means a plan prepared in accordance with Applicable Environmental Guidance and approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Project.

“**UPRR**” means Union Pacific Railroad of Omaha, Nebraska.

“**UPRR Environmental Obligations**” means the obligations of UPRR set forth in the Deed Covenants.

1D. Survival. The provisions, terms, covenants and conditions of this **Exhibit “F”** to the Agreement shall survive the termination of this Agreement and the Close of Escrow, and shall not merge by operation of law or otherwise into any deed or conveyance of the Site.

2D. Developer Acknowledgments. Developer acknowledges receipt of the Environmental Disclosure Documents and agrees that CPV has made no representation regarding the matters set forth therein. Developer further acknowledges that the Environmental Disclosure Documents disclose and describe Hazardous Substances in soil and groundwater within and surrounding the Site.

3D. Developer Obligations.

(a) Developer Obligations. Developer shall design, construct, and operate the Project in accordance with Applicable Environmental Guidance. Developer and not CPV shall do and perform each of the following and shall be responsible and pay for all costs associated therewith:

1. Excavation of all soils on Site;
2. Handling, storing, transporting, re-using or disposing of all Clean Soil;

3. Transporting Contaminated Soil;
4. If required, the design, construction, operation and maintenance of Engineering Controls after Completion of Construction;
5. The cost for off-site disposal attributable to Contaminated Soil pursuant to the Soil and Groundwater Management Plan; and
6. The treatment in compliance with Applicable Environmental Guidance of groundwater diverted from the Site.

In addition to the foregoing, Developer shall be responsible for performing sampling and characterizing any Hazardous Substances in soils excavated or groundwater diverted from the Project Site to the extent recommended by CEM.

(b) INTENTIONALLY OMITTED.

(c) CEM Contract. Developer shall promptly enter into a contract on terms and conditions acceptable to CPV that requires the CEM to promptly perform the work described below (the “**CEM Contract**”). Developer shall be exclusively responsible for all CEM costs incurred under the CEM contract through issuance of the Occupancy Certificate. Developer shall be exclusively responsible for all CEM Contract costs after issuance of an Occupancy Certificate. At a minimum, the CEM contract shall contain the following terms and conditions:

1. Upon issuance of the Occupancy Certificate, the CEM shall make a duplicate set of all records, data, and reports generated during the contract available to the Parties. After issuance of the Occupancy Certificate, to the extent NDEP requires any ongoing groundwater monitoring, additional remediation or corrective action, or treatment or special handling of groundwater Developer will be solely responsible for all costs associated therewith and for costs of complying with Applicable Environmental Guidance;
2. Obtain on behalf of and in the name of Developer all necessary Environmental Permits for the Project;
3. Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Project;
4. Deliver to CPV at the conclusion of the Project construction all records relating to any treatment facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;
5. Coordinate UPRR’s discharge of the UPRR Environmental Obligations with UPRR. The CEM shall regularly report in writing to the Parties a summary of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered before and after issuance of Occupancy Permit, including a written report of UPRR’s discharge of UPRR Environmental Obligations;

6. To the extent any dispute arises with UPRR regarding UPRR Environmental Obligations, the CEM shall immediately report such dispute in writing to the Parties;

7. Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance; and

8. Deliver to CPV at the conclusion of the Project a final report stating that the Site has been remediated in compliance with the Applicable Environmental Guidance and the Site is safe for the intended use of the Site.

4D. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("**Released Party**") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any release of Hazardous Substances or any violation of Environmental Laws occurring on the Site prior to the Closing Date. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances affecting the Site or any violation of Environmental Laws.

5D. Limited Developer Indemnity Developer shall indemnify, hold harmless, and defend CPV, CPV's affiliates, council members, mayor, employees, agents, officers, successors, and assigns of and from all losses or claims for personal injury, property damage, or natural resource damages arising out of any failure by Developer to design, construct, or operate the Project in conformance with Applicable Environmental Guidance from and after the Closing Date.

6D. Covenants Run With the Land. The Parties desire and agree that each of the rights and obligations set forth in this **Exhibit "F"** shall run with the land, benefiting and burdening the Parties' successors and assigns and all successor owners of the Property, and that the Declaration shall be drafted and recorded to give notice to third parties of such rights and obligations.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

MAIL TAX STATEMENTS TO:

NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP
16885 Dallas Parkway, 4th Floor
Dallas, Texas 75248
Attn: Paul A. Tanner

(Space above line for Recorder's use only.)

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Grantor"), grants to NEVADA STADIUM PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee"), all of its right, title, and interest, in and to that certain real property (the "Property") situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit 1 attached hereto and incorporated by reference.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, forever, any and all water and water rights appurtenant to the Property, including, without limitation, all water rights held by Grantor under State of Nevada Certificate of Appropriation of Water Record No. 4880, Permit No. 15140, with the exclusive right to drill for, produce or pump, and to use, enjoy and/or transfer such water or water rights, but without entering upon or using the surface of the Property and in such a manner as not to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;
- B. All matters which would be revealed or disclosed by a physical inspection of the Property;
- C. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

D. Zoning ordinances and regulations and any other laws, ordinances, notices, orders and other governmental regulations and restrictions affecting the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

ENVIRONMENTAL PROVISIONS:

(a) Grantor hereby gives notice that portions of the Property are currently affected by contamination of the soil and groundwater. Therefore, Grantee (and its successors in title to the Property) should contact the State of Nevada Division of Environmental Protection (or its successor agency with jurisdiction to require clean up, correction, or other remediation of soil or groundwater contamination) prior to commencement of any building, construction or excavation activities on the Property in order to obtain information on past remediation or any necessary approvals for protective measures to be taken in conducting any such activities.

(b) Grantor (for itself and its successors and assigns) hereby covenants and agrees, for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to petroleum hydrocarbon contamination existing as of the date of this deed, Grantor shall (i) replace with clean soil and dispose of in accordance with law all soils on the Property excavated in the course of construction activity which contain total petroleum hydrocarbon levels in excess of one hundred (100) milligrams per kilogram, and (ii) remove and/or remediate in accordance with law any petroleum product in free or liquid phase that is present on or in the groundwater under the Property in an amount of excess of one-half inch (1/2") in depth.

(c) Grantor (for itself and its successors and assigns) hereby covenants and agrees for the benefit of the Property and each successive owner of the Property or any portion thereof, that with respect to heavy metals contamination existing as of the date of this deed, Grantor shall clean up, correct, or otherwise remediate all soils and waters located on or emanating from the Property from any contamination by heavy metals, including lead to a level of no more than 1400 milligrams per kilogram, to standards and in accordance with procedures now or in the future set by the governmental agency or agencies having jurisdiction over the establishment of such standards.

(d) The foregoing covenants and agreements are in addition to, and not in limitation of, any other environmental contamination or other obligations or liabilities of Grantor or Grantee regarding the Property existing by virtue of express contract (including, without limitation, that certain Purchase and Sale Agreement and Escrow Instructions dated October 21, 1996, by and between Grantor and Grantee, identified in the records of Grantor as Document No. 1-1329-29, as amended by Amendment to Purchase and Sale Agreement dated October 30, 1996), or under applicable governmental laws, statutes, rules, regulations, ordinances or orders. No authority or power of any sort of the State of Nevada or obligation of Grantor to complete off-site remediation is waived or in any way affected by this provision.

LANDSCAPING COVENANT:

The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage.

PARTICIPATION IN STAGE TWO IMPROVEMENTS:

(a) Grantee acknowledges that the Property may be subject to future assessments to fund the construction of the following improvements (the "Stage Two Improvements"):

(i) Full intersection at Charleston Boulevard/I-15 including on and off-ramps at Charleston, grade separation of Martin Luther King at Charleston, northbound and southbound I-15 ramps at Bonneville Avenue and other related improvements as shown on Exhibit 2;

(ii) Fully improved Discovery Street from Martin Luther King to Parkway Center's westerly boundary as shown on Exhibit 3;

(iii) Eastbound and westbound ramps on US-95 at "F" Street and related improvements as shown on Exhibit 4.

(b) If requested by Grantor or the City of Las Vegas, Grantee agrees to execute, and to cause its lenders to execute, a no-protest covenant in recordable form with respect to the formation of an Assessment District to levy such potential future assessments. If no such Assessment District is formed, and Grantor and/or other owners of property within Parkway Center contribute to the cost of the Stage Two Improvements, Grantee agrees that Grantee's share (including Grantee's contribution required by any governmental entity, if any) of all such contributions by owners of property in Parkway Center shall be the greater of (a) thirty-three percent (33%), or (b) the percentage that the projected traffic to be generated by the Property bears to the projected traffic to be generated by Parkway Center, as determined by a professional traffic study commissioned by Grantor and the City of Las Vegas. If Grantee is not required by any governmental entity to contribute to the cost of the Stage Two Improvements, then Grantee shall reimburse Grantor and other property owners, on a proportionate basis, to the extent of Grantee's share as calculated above. Notwithstanding the foregoing, the maximum amount payable or reimbursable by Grantee pursuant to the foregoing shall be Three Million Dollars (\$3,000,000.00) in the aggregate.

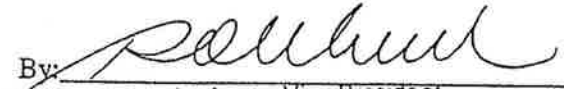
All covenants described above are intended to be running covenants, burdening and benefiting the parties' successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant, Bargain and Sale Deed as of November 12, 1996.

Attest:

 (Seal)
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: 
Its: Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

WITNESS my hand and official seal.

Notary Public

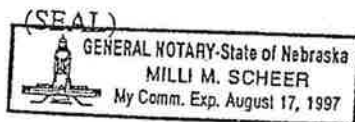


EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

FIVE (5) OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT F-2

Symphony Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

<u>Identifier</u>	<u>Title/Text Reference</u>
01	Remedial Action Plan DamesMooreReports FinalReport.TIF Off-Site Evaluation 09-29-1998 Appendices A-H.TIF SummaryReportPhase&II Site Characterization 11-11-1987.TIF Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989 -Appendices Appendices.tif, Appendix A - Summary of Buried Disposal Area Investigation.tif Appendix B - Investigative Procedures.tif Appendix C - Chain-of-Custody Records.tif Appendix D - Field and Laboratory QA&QC Program.tif Appendix E - Health and Safety Plan.tif Appendix F - Regional Geology and Hydrogeology.tif Appendix G - Exploratory Boring Logs.tif Appendix H - Soil and Hydrogeologic Conditions By Area.tif Appendix I - Gauging Data and Hydrographs.tif Appendix J - Soil Laboratory Data Reports.tif Appendix K - Ground-Water Laboratory Data Reports.tif Appendix L - Maps of Approx Dist of Soils Containing PH.tif Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif Appendix N - Liquid Hydrocarbon Volume Estimates.tif Appendix O - Air Quality Monitoring Report.tif Appendix P - Report of Industrial Hygiene Evaluation.tif Appendix Q - Desert Research Institute Report.tif Appendix R - Health Risk Assessment.tif Appendix S - USPCI Report of Oil Recovery Operations.tif OIL RECOVERY SYSTEM.TIF -1) Table of Contents and Executive Summary.tif - Sect 1 Introduction.tif - Sect 2 Purpose & Scope.tif - Sect 3 Site Background.tif - Sect 4 Hydrocarbon Contamination.tif - Sect 5 Lead Contamination.tif - Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif - Sect 7 Health Risk Assessment.tif - Sect 8 Site Remediation Criteria.tif - Sect 9 Recommended Remedial Action.tif PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF 01) Final Remedial Action Plan 06-5-1992.pdf 02) Addendum I to RAP 08-18-1992.pdf 03) Request For Final Closure 10-06-1997.pdf 04) Depart of the Army Letter 12-09-2003.pdf 05) Interim Closure Report of Rem Action 09-27-93.pdf 06) NDEP Letter 03-26-1998.pdf 07) NDEP Remediation Requirements Sept 10, 1991.pdf 08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf

EXHIBIT F-2

- 09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf
- 02 Plystadium Agreement
 01) Plystadium Agreement.pdf
 02) Amended and Restated Mem of Rights.pdf
 03) Estoppel Certificate.pdf
 04) Termination of Mem of Repurchase Option.pdf
 05) Trusette's Deed - Lehman to PAMI.pdf
 06) GBSD UPRR Ply Stadium.pdf
- 03 Pollution Legal Liability Select
 Pollution Insurance PLS 8194919.pdf
- 04 Environmental Risk Management – Converse Consultant, August 23, 2000
 01) Environmental Risk Management 08-23-2000.pdf
 02) Risk-Based Evaluation 09-24-2002.pdf
 03) Hydrocarbon Free Product Plumes Map.pdf
 04) Soil Impact Map.pdf
 05) Kleinfelder Extension Proposal – 03-23-2010.pdf
- 05 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002
- 06 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 &
 April 2, 2003
 Exhibit 12 - Terracon Phase I & II Environmental Site Assessment.pdf
 PhaseIexec.pdf
 PhaseIIexec.pdf
- 07 Preliminary Geotechnical Studies – Converse Consultants
 Northern Prelim. Geotech.pdf
 Southern Prelim. Geotech.pdf
- 08 Groundwater Monitoring Reports
 2nd Half 2005 Groundwater Report
 Cover 2nd Half 2005 Groundwater Report.tif; DOC060509-003.tif;
 DOC060509-004.tif; DOC060509.pdf; DOC060509.tif; DOC060509a.tif;
 DOC060509b.tif; DOC060509c.tif; DOC060509d.tif; DOC060509e.tif;
 DOC060509f.tif
 Abandoned Wells July 2004
 -Abandoned Wells July 2004.pdf
 -Completion of Well Plugging Abandonment Former Las Vegas Rail
 Yard.htm
 01) 2nd Quarter 1991 Groundwater Report.pdf
 02) 2nd Quarter 2001 Groundwater Report.pdf
 03) 3rd Quarter 2001 Groundwater Report.pdf
 04) 4th Quarter 2001 Groundwater Report.pdf
 05) 1st Quarter 2002 Groundwater Report.pdf
 06) 2nd Quarter 2002 Groundwater Report.pdf
 07) 1st Half 2002 Semi-annual Compliance Report.pdf
 08) 3rd Quarter 2002 Groundwater Report.pdf
 09) 4th Quarter 2002 Groundwater Report.pdf
 10) 1st Half 2003 Groundwater Report.pdf
 11) 1st Half 2003 Semi-annual Compliance Report.pdf
 12) 2nd Half 2003 Groundwater Report.pdf
 13) 2nd Half 2003 Semi-annual Compliance Report.pdf
 13a) UP letter Jan 7 2004.tif
 14) 1st Half 2004 Groundwater Report.pdf
 15) 1st Half 2004 Semi-annual Compliance Report.pdf
 15a) Well Monitoring Modification Plan 05-06-2004.tif
 16) 2nd Half 2004 Groundwater Report.pdf
 16a) TABLE 2 Groundwater Analytical Data 06-16-2004.xls
 17) 2nd Half 2004 Semi-annual Compliance Report.pdf
 18) 1st Half 2005 Groundwater Report.pdf
 19) 1st Half 2005 Semi-annual Compliance Report.pdf

EXHIBIT F-2

		20) NDEP letter on Groundwater monitoring 08-13-2008.pdf 21) Monitoring Well MW-47 A & B abandonment.msg 22) UPRR letter on Wells Abandonment and sampling.msg 23) FW Waste Water Discharge Permit MSC-0002.msg Forrester letter Well Abandonment 02-04-2004.tif 2 nd Quarter 2010 Groundwater Monitoring Report.pdf
09	Maps	01) Remediation Depth.jpg 02) Uphcfreeprod.pdf 03) upenvscan012803ssm.pdf 04) Environmental vs architectural.pdf 05) Master Plan Remaining Contamination.JPG 06) Master Plan Depth.JPG
10	Union Park Master Planning BRT	BRT - Grand Central borings 06-09-2007.pdf BRT Stockpile Samples 08-27-2007 thru 09-07-2007.pdf BRT Stockpile Samples 09-08-2007 thru 09-24-2007.pdf BRT Stockpile Samples 09-25-2007 thru 10-05-2007.pdf BRT Stockpile Samples 10-06-2007 thru 10-23-2007.pdf BRT Stockpile Samples 10-24-2007 thru 11-12-2007.pdf BRT Stockpile Samples 11-13-2007 thru 11-30-2007.pdf BRT Stockpile Samples 12-1-2007 thru 12-31-2007.pdf Phase 1 Infrastructure Phase 1 Stockpile Samples 01-01-2009 thru 01-31-2009.pdf Phase 1 Stockpile Samples 02-01-2009 thru 03-03-2009.pdf Phase 1 Stockpile Samples 04-15-2008 thru 5-6-2008.pdf Phase 1 Stockpile Samples 05-7-08 thru 6-10-08.pdf Phase 1 Stockpile Samples 06-11-2008 thru 6-19-2008.pdf Phase 1 Stockpile Samples 06-20-2008 thru 7-3-2008.pdf Phase 1 Stockpile Samples 07-4-08 thru 8-8-08.pdf Phase 1 Stockpile Samples 08-9-2008 thru 8-31-2008.pdf Phase 1 Stockpile Samples 09-1-08 through 9-30-08.pdf Phase 1 Stockpile Samples 10-1-2008 thru 10-31-2008.pdf Phase 1 Stockpile Samples 11-1-2008 thru 11-30-2008.pdf Phase 1 Stockpile Samples 12-1-2008 thru 12-31-2008.pdf Soil Samples-Buried Drum- 04-21-09.pdf 1) UnionParkSoil&GroundwaterManagementPlan03-21-2007.pdf 2) Converse Risk Assessment Addendum - arsenic evaluation final – 07-03-2007.pdf 3) Kleinfelder Soil and Groundwater Management Plan - arsenic addendum final 7-5-07.pdf 4) Kleinfelder Soil and Groundwater Management Plan Clarification addendum 10-29-10.pdf NDEP Conditional Exempt Small Quantity Generator letter 03-04-2010.pdf NDEP Grant approval letter.pdf NDEP Grant Application CP5.pdf Kleinfelder Phase I Environmental Site Assessment Update_Union Park 03-15-2007.pdf Un Park Roadway and Drain Geotech LVE7R220 Complete 06-15-2007.pdf Un Park Street Borings 06-15-2007.pdf
11	Additional Disclosures – Inaccessible "Ghost" files	Depart of the Army Letter 12-09-2003.pdf NDEP Letter 03-26-1998.pdf Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf
Parcel A1 - Ruvo		01) Ruvo Pre-excavaton Sampling Summary 03-27-2007.pdf 1a) Ruvo Presampling 03-23-2007pf 02) Ruvo Mass Excavation Soil Report 05-10-2007- .pdf

EXHIBIT F-2

	03) Ruvo Sewer excavation report 06-07-2007.pdf 04) Ruvo Power Trench 06-29-2007.pdf 05) Ruvo Environmental Services 07-07-2006.pdf 06) LV Paving Job Ticket 07-19-2007.pdf 07) Ruvo Stockpile Testing Results 11-7-07.pdf 08) LV Paving Remediation Certificates 2008.pdf 09) Kleinfelder letter for Ruvo Site Excavation 02-13-2009.pdf
Parcel E - WJC	01) WJC Terracon limited site investigation 4-5-07.pdf 02) DRAFT Impacted Soil and Groundwater Work Plan WJC 07-19-2007.pdf 03) 2007-08-01_UP_3P_WJC_Remediation Cost Estimate.pdf 04) Soil Drillings for Advertisement Sign 6-1-11 through 7-29-11
Parcel G - City Core	01) Charlie Palmer - City Core Prelim Geotech 08-27-2007.pdf 02) CITY CORE Phase 1 ESA 09-20-2007.pdf 03) City Core -soil cutting report Sept 2007.pdf 03a) City Core Pictures -soil cutting.pdf 04) City-Core Geotech 01-02-2008.pdf 04) Phase II ESA 12-13-2007.pdf 05) Site specific risk assessment - Sage Solutions 01-11-2008.pdf
Parcel H/I - PAC	Lied Children Museum Mass Excavation Photos December 20 and 31 2010 111 Photos December 23 2010 102 Photos December 27 2010 45 Photos LIED Museum and PAC Garage Pre Excavation Soil Samples.pdf LIED Museum and PAC Garage Soils Report 11-1-10 thru 12-31-10 LIED Museum Soil Remediation Weigh Tickets 01-04-11 LIED Museum Soils Report 1-1-11 through 2-28-11 LIED Museum Soils Report 3-1-11 through 3-31-11 LIED Pier Drillings 1-5-11 thru 1-18-11 Pre-Excavation Samples 12-16-10 CH2M Hill PAC Boring Report to UPRR – May 2009.pdf CH2M Hill Pac Soil and Groundwater Study 04-10-2009.pdf Groundwater Smiths Center 10-23-2007.pdf Kleinfelder Scope of Work – NDEP funds transfer 02-22-2010.pdf PAC Garage Soil Excavations 04-01-2011 thru 06-30-2011.pdf PAC Kleinfelder Risk Assessment 09-25-2006.pdf PAC Remediation Cost Cap- Final 05-04-2007.pdf PAC Soil Excavations 01-01-2010 thru 01-31-2010.pdf PAC Soil Excavations 02-01-2010 thru 04-30-2010.pdf PAC Soil Excavations 05-01-2010 thru 06-29-2010.pdf PAC Soil Excavations 05-27-09 thru 6-12-09.pdf PAC Soil Excavations 06-13-09 thru 09-18-09 PAC Soil Excavations 07-01-11 thru 08-31-11 PAC Soil Excavations 09-11-10 thru 10-31-10 PAC Soil Excavations 09-19-09 thru 10-30-09.pdf PAC Soil Excavations 11-1-09 thru 11-30-09.pdf PAC Soil Excavations 12-1-09 thru 12-31-09.pdf PAC Soil Samples- 05-13-2009.pdf PAC Terracon Geotech Report 05-23-2008.pdf Soil Samples-Buried Drum- 04-16-09.pdf
Parcel J -	2007-11-19_UP-3P-Final Report Plates.pdf 2007-11-19_UP-3P-Parcel J - Final Subsurface Assessment Report.pdf - Soil Drillings for Advertisement Sign 6-1-11 through 7-29-11
Parcel M3 -	Parcel M3 Pre Excavation Soils Report 4-19 thru 4-22 and 4-25 thru 4-28-11

EXHIBIT F-2

Parcel PQ – Plate 1 041608.pdf
LiveWork

Parcels C, D, F, L, N, O1 & O2 Newland Communities –

Kleinfelder Prelim Geotech Report on Parcel C 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel D 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel F 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O1 04-23-2007.pdf
Kleinfelder Prelim Geotech Report on Parcel O2 04-23-2007.pdf
Kleinfelder Vapor Survey of Parcels C,D,F, and O.pdf
Soil Drillings for Advertisement Sign 6-1-11 through 7-29-11
Storage Stockpile Area Dismantled Parcels O1_O2 08-17-11 thru 08-25-11