

E 2643879 B 5459 P 713-731
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/15/2012 02:02 PM
FEE \$0.00 Pgs: 19
DEP RT REC'D FOR UTAH DEPT OF ENVI
RONMENT

When Recorded Return To:
Security Investment Ltd.
138 So. Main
P.O. Box 190
Bountiful, Utah 84010

RETURNED
FEB 15 2012

With Copy To:
Division Director
Division of Environmental Response and Remediation
Utah Department of Environmental Quality
195 North 1950 West
P. O. Box 144840
Salt Lake City, UT 84114-4840



and

Remedial Project Manager, EPR-SR
Bountiful/Woods Cross/5th South PCE Plume NPL Site
U.S. Environmental Protection Agency
Region 8
1595 Wynkoop Street
Denver, CO 80202

Parcel No. 06-034-0097, Parcel No. 06-034-0098, Parcel No. 06-33-0046, and
Parcel No. 06-34-0019

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Security Investment Ltd. ("Owner"), the United States Environmental Protection Agency ("EPA"), and the Utah Department of Environmental Quality ("DEQ"), (collectively "Parties") pursuant to Utah Code Ann. §§ 57-25-101 et seq. ("Act") and concerns the Property described in Paragraph B.2 below. The EPA and DEQ each enter this Environmental Covenant in their capacity as an Agency as defined in the Act. The EPA and DEQ assume no affirmative obligations through the execution of this Environmental Covenant.

A. Environmental Response Project

1. EPA's studies at the Bountiful/Woods Cross 5th South PCE Plume Site ("Site") located in Bountiful, West Bountiful, and Woods Cross, Utah have determined that a tetrachloroethylene (PCE)-contaminated groundwater plume (PCE Plume), from past dry

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JAN 23 2012
Environmental Response &
Remediation

cleaning operations at 344 South 500 West in Bountiful, extends from the source west under the Holly Refinery property to beyond 1100 West Street in West Bountiful and then under Owner's property at approximately 145 South 1100 West, West Bountiful, Utah. The PCE Plume is designated as Operable Unit 2 ("OU 2") at the Site.

2. In September 2007 EPA issued, with DEQ concurrence, the Record of Decision for the cleanup of OU2. The cleanup plan included a groundwater extraction and treatment system that proposed placing extraction wells west of 1100 West Street in West Bountiful and 2 extraction wells and the treatment buildings on Holly Refinery property. The pipeline from the extraction well to the treatment building will cross the Owner's property.

3. Records regarding the Site are available at the Davis County Library, South Branch, 725 South Main Street, Bountiful, Utah 84010 (801-295-8732) and the EPA Superfund Record Center, 1595 Wynkoop Street, Denver, Colorado 80202 (1-800-277-8917, Ext. 6473).

B. Covenant

Now therefore, the Parties agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to the Act.

2. Property. This Environmental Covenant concerns real property, located at approximately 150 South 1100 West in West Bountiful, Davis County, Utah, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Security Investment Ltd., a Utah Limited Partnership, whose offices are located at 138 South Main, P.O. Box 190, Bountiful, Utah 84010 is the owner of the Property in fee simple. Consistent with Paragraph B7 of this Environmental Covenant, the obligations of the Owner are imposed on assigns, successors in interest, including without limitation future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and the like ("Transferee").

4. Holder. Owner, whose address is listed above, is the Holder of this Environmental Covenant.

5. Agency. DEQ and EPA are each an "Agency", as defined in Section 57-25-102(2) of the Utah Act, in regards to this Environmental Covenant. EPA and DEQ may be referred to herein collectively as the "Agencies".

6. Activity and Use Limitations. As part of the Environmental Response Project described above, the Owner hereby imposes and agrees to implement, administer, and maintain the following activity and use limitations. In the event the Owner conveys or transfers an interest in the Property or any portion thereof to another party, the Owner shall take necessary measures to ensure that the Transferee will implement, administer, and maintain the following activity and use limitations:

The Property will not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions performed or to be performed at the Site.

7. Running with the Land. This Environmental Covenant shall be binding upon the Owner and any Transferee during that person's period of control, occupation, or ownership interest, and shall run with the land, pursuant to the Act and subject to amendment or termination as set forth herein.

8. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party, and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the DEQ or EPA from exercising any authority under applicable law.

9. Rights of Access. Owner hereby grants to the Agencies, their agents, contractors, and employees the right of access to the Property for inspection, implementation, or enforcement of this Environmental Covenant and for construction, operation and maintenance of the Environmental Response Project described above.

10. Compliance Reporting. Upon request, Owner or any Transferee or Holder shall submit written documentation to the DEQ and EPA verifying that the activity and use limitations remain in place and are being followed.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 20__, IN [DOCUMENT _____, or BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property will not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions performed or to be performed at the Site.

Owner shall notify the Agencies within *ten (10)* days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, *and telephone number* of the Transferee, a copy of the deed, or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances identified in Exhibit B (Ownership and Encumbrance Title Abstract) attached hereto and incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

13. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Act. The requesting party shall reimburse the DEQ for costs associated with DEQ's review of a request for amendment or termination.

14. Effective Date, Severability and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

15. Recordation and Distribution of Environmental Covenant. Within *thirty (30)* days after the date of the final required signature upon this Environmental Covenant, EPA shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Davis County Recorder's Office. The EPA shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the DEQ; EPA; the City of West Bountiful; and, each person holding a recorded interest in the Property.

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

DEQ:

Project Manager (Bountiful/Woods Cross 5th South PCE Plume Site)
Division of Environmental Response and Remediation
DEQ
P.O. Box 144840
Salt Lake City, Utah 84114-4840

EPA:

Regional Institutional Control Coordinator
U.S. EPA – Region 8
Mail Code: 8EPR-SR
1595 Wynkoop Street
Denver, CO 80202

Remedial Project Manager (Bountiful/Woods Cross 5th South PCE Plume Site)
U.S. EPA – Region 8
Mail Code: 8EPR-SR
1595 Wynkoop Street
Denver, CO 80202

Owner:

Alice S. Johnson or Mary S. Hepworth, Partners
138 South Main
P.O. Box 190
Bountiful, Utah 84010

17. Governmental Immunity. In executing this covenant, the DEQ does not waive governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to sections 57-25-109 and 57-25-110 of the Utah Code Ann. or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

{Remainder of page intentionally left blank}

The undersigned representatives of Owner represents and certifies that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Security Investment Ltd.

By: Alice S. Johnson, gen. partner 10/31/11
Alice S. Johnson, General Partner Date
P.O. Box 190
Bountiful, Utah 84011-0190
801-295-3351

And

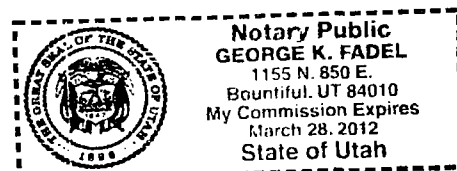
By: Mary S. Hepworth, gen. partner 10/31/11
Mary S. Hepworth, General Partner Date
P.O. Box 190
Bountiful, Utah 84011-0190
801-295-3351

State of UTAH)
: ss.
County of DAVIS)

Before me, a notary public, in and for said county and state, personally appeared Alice S. Johnson and Mary S. Hepworth, duly authorized representatives of Security Investment, Ltd., who acknowledged to me that they did execute the foregoing instrument on behalf of Security Investment Ltd. this 5th day of January, 20~~11~~ 2012

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 5th day of January, 20~~11~~ 2012

George K. Fadel
Notary Public



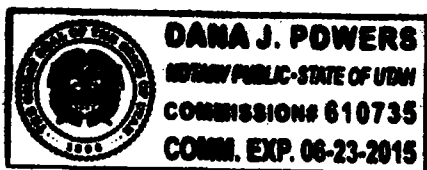
UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

By: Brent H. Everett 14 FEBRUARY 2012
Name: Brent H. Everett Date
Title: Director, Division of Environmental Response and Remediation
Utah Department of Environmental Quality

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

Before me, a notary public, in and for said county and state, personally appeared Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this 14 day of February, 2012



Dana J. Powers
Notary Public
My Commission expires: 6/23/2015

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BM

Bill Murray, Director
Superfund Remedial Response Program
Office of Ecosystems and Remediation
U.S. Environmental Protection Agency, Region 8

1/18/12
Date

STATE OF COLORADO)

: ss.

COUNTY OF DENVER)

On this 18th day of January, 2012, before me, a notary public, in and for said county and state, personally appeared Bill Murray, Director of the Superfund Remedial Response Program, Office of Ecosystems Protection and Remediation at the United States Environmental Protection Agency, Region 8, who acknowledged to me that he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 18th day of January, 2012.

Shirley A. Kelley
NOTARY PUBLIC

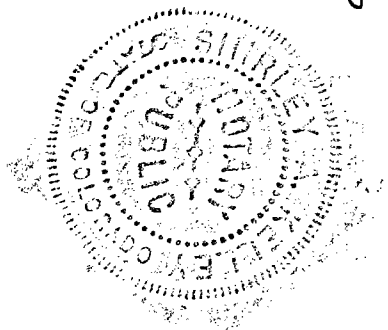


EXHIBIT A
AS SURVEYED LEGAL DESCRIPTIONS OF PROPERTY

BEGINNING AT A POINT WHICH IS SOUTH 00°02'56" EAST 1,182.92 FEET ALONG SECTION LINE (BASIS OF BEARING 2646.53' SECTION MON. TO SECTION MON.) FROM THE CENTER OF SECTION 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE ALONG THE SOUTHERLY BOUNDARY OF MILL CREEK MEADOWS SUBDIVISION THE FOLLOWING 3 COURSES: (1) EAST, A DISTANCE OF 806.53 FEET; (2) NORTH 00°02'57" WEST, A DISTANCE OF 85.80 FEET; (3) SOUTH 89°50'55" EAST, A DISTANCE OF 760.96 FEET TO THE WESTERLY BOUNDS OF DAVIS COUNTY PARCEL; THENCE SOUTH 00°01'33" WEST, ALONG SAID PARCEL AMONG OTHER AD-JOINERS DISTANCE OF 749.54 FEET; THENCE NORTH 89°48'22" EAST, GENERALLY ALONG A WIRE FENCE A DISTANCE OF 797.62 FEET TO THE WESTERLY R.O.W. OF 1100 WEST STREET; THENCE SOUTH 00°16'24" EAST ALONG SAID R.O.W., A DISTANCE OF 109.53 FEET TO AD-JOINER; THENCE NORTH 89°51'53" WEST, GENERALLY ALONG A WIRE FENCE A DISTANCE OF 2,582.73 FEET MORE OR LESS TO AD-JOINER THENCE NORTH 00°08'07" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 89°51'53" EAST, A DISTANCE OF 217.82 FEET TO DESCRIBED ABOVE QUARTER SECTION LINE; THENCE NORTH 00°02'56" WEST, ALONG SECTION LINE A DISTANCE OF 657.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.65 ACRES, MORE OR LESS.

TOGETHER WITH AN EXISTING MILL CREEK R.O.W. EASEMENT DESCRIPTION BOOK 3862 PAGE 862

BEGINNING AT A POINT WHICH IS SOUTH 00°02'56" EAST 1,182.92 FEET ALONG SECTION LINE (BASIS OF BEARING 2646.53' SECTION MON. TO SECTION MON.) FROM THE CENTER OF SECTION 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE EAST, ALONG MILL CREEK MEADOWS SUB., A DISTANCE OF 806.53 FEET; THENCE NORTH 00°02'57" WEST ALONG SAID SUB. BOUNDARY, A DISTANCE OF 10.00 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 00°19'55" EAST, A RADIAL DISTANCE OF 225.00 FEET ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 28°54'41", A DISTANCE OF 113.56 FEET TO A POINT OF REVERSE CURVE TO

THE RIGHT HAVING A RADIUS OF 390.41 FEET AND A CENTRAL ANGLE OF 28°43'51"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 195.80 FEET TO THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION; THENCE SOUTH 89°50'55" EAST, A DISTANCE OF 464.08 FEET TO THE WESTERLY BOUNDARY OF DAVIS COUNTY'S PARCEL; THENCE SOUTH 00°01'33" WEST, ALONG SAID PARCEL, A DISTANCE OF 85.00 FEET; THENCE NORTH 89°50'55" WEST, A DISTANCE OF 464.29 FEET TO THE POINT OF A CURVE OF TANGENCY TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 00°02'54" EAST, A RADIAL DISTANCE OF 305.41 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 28°20'08" A DISTANCE OF 153.17 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 310.0 FEET AND A CENTRAL ANGLE OF 28°23'01"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 154.65 FEET; THENCE WEST, A DISTANCE OF 826.70 FEET; THENCE NORTH 00°02'56" WEST, A DISTANCE OF 285.81 FEET; THENCE EAST, A DISTANCE OF 20.00 FEET TO DESCRIBED ABOVE QUARTER SECTION LINE; THENCE SOUTH 00°02'56" EAST, A DISTANCE OF 210.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.03 ACRES, MORE OR LESS.

ALSO TOGETHER WITH AN EXISTING MILL CREEK R.O.W. EASEMENT DESCRIPTION BOOK 4356 PAGE 1138

BEGINNING AT A POINT WHICH IS SOUTH 00°02'56" EAST 1257.92 FEET ALONG SECTION LINE (BASIS OF BEARING 2646.53" SECTION MON. TO SECTION MON.) AND WEST 20.00 FEET FROM THE CENTER OF SECTION 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE NORTH 88°56'14" WEST, A DISTANCE OF 335.53 FEET TO THE EASTERLY BOUNDARY LINE OF THE BUREAU OF RECLAMATION 90 FOOT WIDE EASEMENT AS DESCRIBED IN BOOK 81 PAGE 634 OF DAVIS COUNTIES' RECORDS; THENCE NORTH 31°48'00" WEST, ALONG SAID BOUNDARY LINE A DISTANCE OF 132.97 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 58°11'50" EAST, A RADIAL DISTANCE OF 47.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 58°12'00", A DISTANCE OF 47.75 FEET; THENCE EAST, A DISTANCE OF 365.51 FEET; THENCE SOUTH 00°02'56" EAST, A DISTANCE OF 97.00 FEET, TO POINT OF BEGINNING.

CONTAINING 0.7841 ACRES, MORE OR LESS.

EXHIBIT B
OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT¹

¹ The attached abstract starts with page 2 and contains 7 pages.

ATTACHMENT 2 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL
January 4, 2011

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-033-0046	<u>T-002</u>	# 2510046 B4956/P858 <u>B-001</u>	Memorandum of Lease	Security Investment Ltd.	Manheim Services Corporation	12/03/2009	2/05/2009	Memorandum of Amended and Restated Ground Lease gives notice that Amended and Restated Ground Lease dated as of March 20, 2009 by and between Security Investment, Ltd., a Utah limited partnership and Manheim Services Corporation, a Delaware corporation d/b/a Manheim Utah and d/b/a Total Resources Auctions leased real estate with improvements with an initial term that will continue not more than three years from execution of ground lease. If the ground lease continues after the initial term, a primary term will continue for five years. The tenant also has the right to extend the ground lease for up to three successive five-year extension periods.
		# 2391975 B4613/P801 <u>B-007</u>	Judgment	Second Judicial District Court in and for Davis County, Utah	William R. Smith and Ludean A. Smith, as Trustees of the Smith Family Revocable Trust; Mack G. Smith and Carolyn Smith, as Trustees of the Mack G. and Carolyn Smith Revocable Trust; J. Lynn Smith as Trustee of the J. Lynn Smith Living Trust; and Cindy S. Hatch	9/04/2008	9/11/2008	Final Order, Judgment and Decree Quieting Title to Plaintiffs, issued by the Second Judicial District Court in and for Davis County, Utah. The Plaintiffs are listed as: William R. Smith and Ludean A. Smith, as Trustees of the Smith Family Revocable Trust; Mack G. Smith and Carolyn Smith, as Trustees of the Mack G. and Carolyn Smith Revocable Trust; J. Lynn Smith as Trustee of the J. Lynn Smith Living Trust; and Cindy S. Hatch. The parcel of land subject to this judgment is 06-030-0010. This parcel number has since been deleted from Davis County records, but was once part of the current parcel # 06-033-0046.
		# 2301948 B4356/P1138 <u>B-008</u>	R/W and Easement Grant	Security Investment Ltd.	Davis County, UT	8/21/2007	8/29/2007	Right-of-Way and Easement for a Storm Drain. Security Investment Ltd. grants to Davis County, UT a perpetual right-of-way and easement for the purpose of digging and constructing a flood and storm water disposal system and operating, maintaining, repairing, inspecting, protecting and replacing a storm water disposal system over and across the subject property.
		# 2299645 B4351/P848 <u>B-009</u>	Agreement	William R. Smith, as Trustee of the Smith Family Revocable Trust; Mack G. Smith, as Trustee of the Mack G. and Carolyn Smith Revocable Trust; J. Lynn Smith as Trustee of the J. Lynn Smith Living Trust; and Cindy S. Hatch	ConocoPhillips Company	5/15/2007	8/22/2007	Pipeline Termination and Surface Damages Agreement made between ConocoPhillips Company, a Delaware corporation, and William R. Smith, as Trustee of the Smith Family Revocable Trust; Mack G. Smith, as Trustee of the Mack G. and Carolyn Smith Revocable Trust; J. Lynn Smith as Trustee of the J. Lynn Smith Living Trust; and Cindy S. Hatch (the "Owners"). The parties agreed to terminate an easement created when a predecessor-in-interest of the Owners entered into a Right-of-Way Agreement with ConocoPhillips Company's predecessor-in-interest, Wasatch Oil Refining Company, dated July 29, 1932. ConocoPhillips Company no longer needed the pipeline and abandoned what part of the pipeline that remained after portions had been removed. The parties also expressed their desire to resolve claims for surface damages resulting from ConocoPhillips Company's cleaning of portions of the pipeline from the property, and to settle the Owners' claims for compensation resulting from such cleaning.

ATTACHMENT 2 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL
January 4, 2011

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-033-0046 (con't)	T-002 (con't)	# 2017602 B3623/P1144 <u>B-002</u>	Resolution	Davis County Commission	South Davis Recreation Special Service District	6/15/2004	9/14/2004	A Resolution Establishing and Organizing the South Davis Recreation Special Service District, Establishing the Boundaries of Said District, Designating the Type of Service to be Performed Within the Boundaries of the District, Providing for the Appointment of an Initial Administrative Control Board of the District and Prescribing and Setting Forth Other Details and Matters in Connection Therewith.
		#1840262 B3242/P720 <u>B-010</u>	Easement	Manheim Services Corp.	West Bountiful City	2/25/2003	3/07/2003	Grant of Waterline Easement. Manheim Services Corp. granted, bargained and conveyed to West Bountiful City a twenty-foot wide perpetual easement and right-of-way, together with the right of ingress and egress for the construction, ownership, operation, maintenance, repair and ultimate replacement of an underground water transmission pipeline and appurtenant facilities on, over, across, under and through the subject property.
		# 1535451 B2539/P17 <u>B-003</u>	Easement	Security Investment Ltd.	West Bountiful City	7/28/1999	7/29/1999	Grant of a twenty-foot wide perpetual easement and right-of-way, together with the right of ingress and egress for the construction, ownership, operation, maintenance, repair and ultimate replacement of an underground water transmission pipeline and appurtenant facilities on, over, across, under and through grantor's land.
		# 1522019 B2514/P252 <u>B-004</u>	Ordinance	West Bountiful City Corp.		5/18/1999	6/08/1999	Ordinance Annexing Specific Property to West Bountiful, Utah. The ordinance stipulated that the property was to be zoned Light Industrial and Agricultural. That portion lying west of the projection of the existing 1450 West Street was to be Light Industrial, and that portion lying to the east of said projection was to be Agricultural.
		# 1387942 B2254/P1167 <u>B-011</u>	Application for Green Belt	Security Investment Ltd.				Application for Assessment and Taxation of Agricultural Land. This document indicates that this parcel was being leased by George Bros. at the time.
		# 1364261 B2209/P1768 <u>B-012</u>	Quitclaim Deed	Security Investment Company	Security Investment Ltd.	11/30/1997	12/01/1997	Conveyed parcel from Security Investment Company, a Utah corporation, to Security Investment Ltd., a Utah limited partnership. Deed was signed by Nora A. Stahle as President of Security Investment Company.
		# 1360544 B2202/P1010 <u>B-013</u>	Affidavit	New State Inc.				In this affidavit, Owen Kent Covey, President of New State, Inc., deposed and stated that the Jordan Fur and Reclamation Company had changed its name to New State, Inc. It is unclear why Davis County lists this document on the title abstract for this property.

ATTACHMENT 2 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL
January 4, 2011

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-033-0046 (con't)	T-002 (con't)	# 831954 B1247/P761 B-014	Easement	Security Investment Company	South Davis Co. Sewer Improvement District	1/11/1988	7/28/1988	Security Investment Company conveyed to the South Davis County Sewer Improvement District a thirty-foot wide perpetual easement to construct, reconstruct, operate, repair, replace and maintain a sewer main collection line and appurtenant structures including mains, submains and building sewers.
06-034-0019	T-003	# 2171215 B4042/P1170 B-015	Quitclaim Deed	Woods Cross Refining Company LLC	West Bountiful City	5/22/2006	5/25/2006	Woods Cross Refining Company LLC, a Delaware limited liability company, quitclaimed to West Bountiful City a tract of land described as: Beginning at a point which is 11.95 chains (788.7 feet) North, 30.58 feet West, Salt Lake Base and Meridian in the Town of West Bountiful, and running thence South 112 feet; thence East 26.47 feet, more or less, to the East right-of-way line of 1100 West; thence North 112 feet along said right-of-way line; thence West 25.93, more or less, feet to the point of beginning, containing 0.067 acre.
		# 2017602 B3623/P1144 B-002	Resolution	Davis County Commission	South Davis Recreation Special Service District	6/15/2004	9/14/2004	A Resolution Establishing and Organizing the South Davis Recreation Special Service District, Establishing the Boundaries of Said District, Designating the Type of Service to be Performed Within the Boundaries of the District, Providing for the Appointment of an Initial Administrative Control Board of the District and Prescribing and Setting Forth Other Details and Matters in Connection Therewith.
		# 1387945 B2254/P1170 B-016	Application for Green Belt	Security Investment Ltd.		3/12/1998	3/12/1998	Application for Assessment and Taxation of Agricultural Land. This document indicates that this parcel was being leased by George Bros. at the time.
		# 1364259 B2209/P1765 B-017	Quitclaim Deed	Security Investment Company	Security Investment Ltd.	11/30/1997	12/01/1997	Conveyed parcel from Security Investment Company, a Utah corporation, to Security Investment Ltd., a Utah limited partnership. Deed was signed by Nora A. Stahle as President of Security Investment Company.
06-034-0097	T-004	# 2102111 B3862/P862 B-018	R/W and Easement Grant	Security Investment Ltd.	Davis County, UT	8/15/2005	9/01/2005	In this Right-of-Way and Easement for a Storm Drain, Security Investment Ltd. conveyed to Davis County a perpetual right-of-way and easement for the purpose of digging and constructing a flood and storm water disposal system and operating, maintain, repairing, inspecting, protecting and replacing a storm water disposal system over and across the subject property.
		# 2017602 B3623/P1144 B-002	Resolution	Davis County Commission	South Davis Recreation Special Service District	6/15/2004	9/14/2004	A Resolution Establishing and Organizing the South Davis Recreation Special Service District, Establishing the Boundaries of Said District, Designating the Type of Service to be Performed Within the Boundaries of the District, Providing for the Appointment of an Initial Administrative Control Board of the District and Prescribing and Setting Forth Other Details and Matters in Connection Therewith.

ATTACHMENT 2 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL
January 4, 2011

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-034-0097 (con't)	T-004 (con't)	# 1755964 B3050/P287 B-019	Application for Green Belt	Security Investment Ltd.		5/23/2002	5/23/2002	Application for Assessment and Taxation of Agricultural Land. This document indicates that this parcel was being leased by George Bros. at the time.
		# 1716912 B2956/P1447 B-020	Warranty Deed	Security Investment Ltd.	Davis County, UT	12/28/2001	1/02/2002	Security Investment Ltd. conveyed to Davis County parcel # 06-034-0014, more particularly described as: Beginning at the Southwest Corner of Lot 14, Millcreek Meadows Being a Part of the South Half of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, West Bountiful City, Davis County, Utah, Said Point of Beginning is Given as North 0°02'56" West 1463.29 Feet Along the Quarter Section Line and East 50.00 Feet From the South Quarter Corner of Said Section 23, and Running Thence East 757.84 Feet Along the South Line of Millcreek Meadows, Thence North 0°02'57" West 85.80 Feet Along the East Line of Lot 18 Millcreek Meadows, Thence South 89°50'55" East 75.00 Feet Along the South Line of Lot 19 Millcreek Meadows, Thence South 0°02'57" East 160.60 Feet, Thence West 882.84 Feet to the Quarter Section Line, Thence North 0°02'57" West 75.00 Feet Along the Quarter Section Line, Thence East 50.00 Feet to the Point of Beginning. Parcel # 06-034-0014 has since been deleted from Davis County records, but it was once part of the parcel currently known as parcel # 06-034-0097.
		# 1535451 B2539/P17 B-003	Easement	Security Investment Ltd.	West Bountiful City	7/28/1999	7/29/1999	Grant of a twenty-foot wide perpetual easement and right-of-way, together with the right of ingress and egress for the construction, ownership, operation, maintenance, repair and ultimate replacement of an underground water transmission pipeline and appurtenant facilities on, over, across, under and through grantor's land.
		# 1522019 B2514/P252 B-004	Ordinance	West Bountiful City Corp.		5/18/1999	6/08/1999	Ordinance Annexing Specific Property to West Bountiful, Utah. The ordinance stipulated that the property was to be zoned Light Industrial and Agricultural. That portion lying west of the projection of the existing 1450 West Street was to be Light Industrial, and that portion lying to the east of said projection was to be Agricultural.
		#1387944 B2254/P1169 B-021	Application for Green Belt	Security Investment Ltd.		3/12/1998	3/12/1998	Application for Assessment and Taxation of Agricultural Land. This document indicates that this parcel was being leased by George Bros. at the time.
		# 1364260 B2209/P1766 B-022	Quitclaim Deed	Security Investment Company	Security Investment Ltd.	11/30/1997	12/01/1997	Conveyed parcel from Security Investment Company, a Utah corporation, to Security Investment Ltd., a Utah limited partnership. Deed was signed by Nora A. Stahle as President of Security Investment Company.

ATTACHMENT 2 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL
January 4, 2011

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-034-0097 (con't)	T-004 (con't)	# 1207020 B1929/P906 <u>B-023</u>	Easement	Security Investment Company	Amoco Pipeline Company	9/02/1995	10/24/1995	Security Investment Company granted, sold, conveyed and warranted to Amoco Pipeline Company, a Maine corporation, a permanent easement, 30 feet in width for the purpose, from time to time, of constructing, operating, inspecting, maintaining, protecting, marking, relocating, repairing, replacing, changing the size of, and removing a pipeline, and appurtenances, equipment, and facilities useful or incidental to or for the operation or protection thereof, for the transportation of oil, hydrocarbons, gas, water, and any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, over and through the subject property. A survey illustrating the easement is included with this document as Exhibit A.
		# 749828 B1108/P460 <u>B-024</u>	Easement Agreement	Davis County, UT et al	Security Investment Company et al	8/27/1986	8/27/1986	Davis County, UT; Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George family trust; and Security Investment Company, conveyed to Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George family trust and Security Investment Company a ten-foot wide easement for the construction and maintenance of an irrigation pipeline together with all appurtenant boxes, gates and turn-outs. A survey illustrating the easement is included with this document as Exhibit A.
06-034-0098	T-005	#2195575 B4103/P655 <u>B-026</u>	Application for Green Belt	Security Investment Ltd.		8/21/2006	8/24/2006	Application for Assessment and Taxation of Agricultural Land. There is no lessee listed on this document, only the owner, Security Investment Ltd.
		# 2102111 B3862/P862 <u>B-018</u>	R/W and Easement Grant	Security Investment Ltd.	Davis County, UT	8/15/2005	9/01/2005	In this Right-of-Way and Easement for a Storm Drain, Security Investment Ltd. conveyed to Davis County a perpetual right-of-way and easement for the purpose of digging and constructing a flood and storm water disposal system and operating, maintain, repairing, inspecting, protecting and replacing a storm water disposal system over and across the subject property.

ATTACHMENT 2 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL
January 4, 2011

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-034-0098 (con't)	T-005 (con't)	# 2102109 83862/P856 B-025	Quitclaim Deed	Davis County, UT	Security Investment Ltd.	8/30/2005	9/01/2005	Davis County, UT quitclaimed to Security Investment Ltd. a 1.67 acre parcel of land described as: Beginning at the S.W. corner of Lot 14, Mill Creek Meadows; being a part of the South ¼ of Section 23, Township 2 North, Range 1 West, Salt Lake Base Meridian, said point of beginning is given as N 0°02'56" W 1463.29 feet along the ¼ section line and East 50.00 feet from the South ¼ corner of Section 23, and running, thence East 757.84 feet along the south line of Mill Creek Meadows; thence N 0°02'57" W 85.80 feet along the East line of Lot 18, Mill Creek Meadows; thence S 89°50'55" E 75.00 feet along the southerly line of Lot 19; thence S 0°02'57" E 160.60 feet; thence West 882.84 feet to the ¼ section line; thence N 0°02'57" W 75.00 feet along the ¼ section line; thence East 50.00 feet to the point of beginning. This appears to be the same property conveyed on Dec. 28, 2001 to Davis County from Security Investment Ltd. (B-020). That deed described the parcel as 06-034-0014. This number has since been deleted from Davis County records, but it was once part of the current parcel 06-034-0098.
		# 2017602 83623/P1144 B-002	Resolution	Davis County Commission	South Davis Recreation Special Service District	6/15/2004	9/14/2004	A Resolution Establishing and Organizing the South Davis Recreation Special Service District, Establishing the Boundaries of Said District, Designating the Type of Service to be Performed Within the Boundaries of the District, Providing for the Appointment of an Initial Administrative Control Board of the District and Prescribing and Setting Forth Other Details and Matters in Connection Therewith.
		# 1716912 82956/P1447 B-020	Warranty Deed	Security Investment Ltd.	Davis County, UT	12/28/2001	1/02/2002	Security Investment Ltd. conveyed to Davis County parcel # 06-034-0014, more particularly described as: Beginning at the Southwest Corner of Lot 14, Millcreek Meadows Being a Part of the South Half of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, West Bountiful City, Davis County, Utah, Said Point of Beginning is Given as North 0°02'56" West 1463.29 Feet Along the Quarter Section Line and East 50.00 Feet From the South Quarter Corner of Said Section 23, and Running Thence East 757.84 Feet Along the South Line of Millcreek Meadows, Thence North 0°02'57" West 85.80 Feet Along the East Line of Lot 18 Millcreek Meadows, Thence South 89°50'55" East 75.00 Feet Along the South Line of Lot 19 Millcreek Meadows, Thence South 0°02'57" East 160.60 Feet, Thence West 882.84 Feet to the Quarter Section Line, Thence North 0°02'57" West 75.00 Feet Along the Quarter Section Line, Thence East 50.00 Feet to the Point of Beginning. See the note above and in the report about parcel # 06-034-0014.

ATTACHMENT 2 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL
January 4, 2011

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-034-0098 (con't)	T-005 (con't)	# 1535451 B2539/P17 B-003	Easement	Security Investment Ltd.	West Bountiful City	7/28/1999	7/29/1999	Grant of a twenty-foot wide perpetual easement and right-of-way, together with the right of ingress and egress for the construction, ownership, operation, maintenance, repair and ultimate replacement of an underground water transmission pipeline and appurtenant facilities on, over, across, under and through grantor's land.
		# 1522019 B2514/P252 B-004	Ordinance	West Bountiful City Corp.		5/18/1999	6/08/1999	Ordinance Annexing Specific Property to West Bountiful, Utah. The ordinance stipulated that the property was to be zoned Light Industrial and Agricultural. That portion lying west of the projection of the existing 1450 West Street was to be Light Industrial, and that portion lying to the east of said projection was to be Agricultural.
		#1387944 B2254/P1169 B-021	Application for Green Belt	Security Investment Ltd.		3/12/1998	3/12/1998	Application for Assessment and Taxation of Agricultural Land. This document indicates that this parcel was being leased by George Bros. at the time.
		# 1364260 B2209/P1766 B-022	Quitclaim Deed	Security Investment Company	Security Investment Ltd.	11/30/1997	12/01/1997	Conveyed parcel from Security Investment Company, a Utah corporation, to Security Investment Ltd., a Utah limited partnership. Deed was signed by Nora A. Stahle as President of Security Investment Company.
		# 1207020 B1929/P906 B-023	Easement	Security Investment Company	Amoco Pipeline Company	9/02/1995	10/24/1995	Security Investment Company conveyed to Amoco Pipeline Company, a Maine corporation, a permanent easement, 30 feet in width for the purpose, from time to time, of constructing, operating, inspecting, maintaining, protecting, marking, relocating, repairing, replacing, changing the size of, and removing a pipeline, and appurtenances, equipment, and facilities useful or incidental to or for the operation or protection thereof, for the transportation of oil, hydrocarbons, gas, water, and any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selected by Grantee on, over and through the subject property. A survey illustrating the easement is included with this document as Exhibit A.
		# 749828 B1108/P460 B-024	Easement Agreement	Davis County, UT, et al	Security Investment Company, et al	8/27/1986	8/27/1986	Davis County, UT; Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George family trust; and Security Investment Company, conveyed to Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George family trust and Security Investment Company a ten-foot wide easement for the construction and maintenance of an irrigation pipeline together with all appurtenant boxes, gates and turn-outs. A survey illustrating the easement is included with this document as Exhibit A.