

**FIRST AMERICAN TITLE COMPANY**  
**OF UTAH**  
**330 EAST 4TH SOUTH**  
**SALT LAKE CITY, UTAH 84111**

7292785  
03/18/99 11:41 AM 31.00  
**NANCY WORKMAN**  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: V ASHBY , DEPUTY - WI

Exhibit 7

**LAND USE EASEMENT**  
**ACCESS I**

L. Clair Williamsen; Larry D. Williamsen; Shirley Williamsen; and, Southwest Investment Company, a Utah general partnership, collectively, GRANTOR, for the covenants and other valuable consideration described in the Settlement Agreement, EPA Docket # CERCLA-8-99-06, does hereby grant and convey to the UNITED STATES and the STATE OF UTAH, GRANTEES, a perpetual, non-exclusive restrictive easement for the purpose of protecting the public health and safety of the citizens of Utah. This easement regulates the use of the land hereinafter described on Exhibit A attached hereto (the "Property") and makes it subject to the following conditions:

**Requirements**

1.1 The Environmental Protection Agency ("EPA") and the Utah Department of Environmental Quality ("UDEQ") have an irrevocable right of access to enter the Property at reasonable times or at any time in the event of an emergency, as determined by the EPA or the UDEQ, to implement response or operation and maintenance activities for the Portland Cement Company Superfund Site ("Site"), including:

- 1.1.1 Monitoring investigation, remedial, and operation and maintenance activities related to the protection of public health and the environment;
- 1.1.2 Verifying any data or information submitted to the EPA or the UDEQ;
- 1.1.3 Conducting investigations relating to contamination at or near the Site;
- 1.1.4 Obtaining samples;
- 1.1.5 Assessing the need for, planning, or implementing response or operation and maintenance activities at or near the Site;
- 1.1.6 Overseeing response activities or operation and maintenance of the remedy at or near the Site.

1.2 Upon completion of remedial action on OU-1 and OU-2 of the Site, EPA or UDEQ shall provide reasonable advance notice to the owner of property ("Grantor") before entering that Property, described below, except pursuant to an emergency as determined by the EPA or the UDEQ.

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## **Remedies**

2.1 If the Grantor, its successors and assigns, fails to comply with this Land Use Easement and the UDEQ and/or the EPA must take legal action to obtain access, the UDEQ and the EPA may recover costs incurred in taking such legal action from the Grantor. The costs shall include, but not be limited to, those costs incurred by UDEQ's contractors, subcontractors and attorneys in the Attorney General's Office.

2.2 UDEQ may pursue penalties or other remedies available to it under state or federal law consistent with this Land Use Easement or any settlement agreements with the Grantor, including any consent decree, any administrative order on consent, or any prospective purchaser agreement. The Grantor understands and agrees that noncompliance with this Land Use Easement is a violation of the terms of an agreement made under the authority of the Utah Hazardous Substances Mitigation Act and under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

2.3 EPA may enforce the terms of this Land Use Easement if the Grantor fails to comply with any provision thereof. Any other local, state or federal government agency, or Grantor affected by any violations of this Land Use Easement, may enforce it by legal action.

2.4 The terms of this Land Use Easement may be specifically enforced.

2.5 The Grantor shall not at any time institute legal proceedings, by way of quiet title or otherwise, to remove or amend this Land Use Easement unless UDEQ and EPA have given the Grantor advance written approval for such.

2.6 This Land Use Easement is intended to run with the land and shall be binding upon each Grantor for so long as the Grantor owns an interest in the Property. This Land Use Easement is also intended to make the Grantor remain liable for breaches of the terms of the Land Use Easement committed during the period the Grantor owned an interest in the Property, regardless of whether the Grantor subsequently gives up its interest in the Property. Otherwise, the obligation of a Grantor under this Land Use Easement ends upon sale or transfer of the Grantor's respective interest in the Property in accordance with paragraph 2.8.

2.7 This Land Use Easement does not prohibit development and the Grantor agrees that governmental actions that are consistent with this Land Use Easement do not constitute a taking.

2.8 The Grantor shall give the UDEQ written notice of its conveyance of any interest in the Property described herein. No conveyance of title, easement, lease or other

interest in the Property shall be consummated by the Grantor without providing copies of this Land Use Easement to the Grantor's assignee(s) or successors-in-title or without provision for compliance with this Land Use Easement. If the conveying Grantor provides proof that the assignee or successor-in-title had actual notice of this Land Use Easement and agreed in writing to comply with this Land Use Easement prior to the transfer, the conveying Grantor shall not be responsible for the assignee's or successor-in-title's actions at the Property.

#### **General Conditions**

3.1 If any terms or provisions of this Land Use Easement shall be adjudged invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the Land Use Easement, and each term and provision of this Land Use Easement, other than those which are held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law.

3.2 The validity, interpretation and performance of this Land Use Easement, and any dispute arising under the Land Use Easement, shall be construed, enforced and governed in accordance with the laws of the State of Utah.

3.3 This Land Use Easement shall be binding upon and shall inure for the benefit of the Grantor, the UDEQ, the EPA and their respective heirs, executors, administrators, successors, legal representatives and assignees.

3.4 Notice shall be considered given on the third day after it is sent, not counting state or federal holidays or weekends.

3.5 Notices and service of process shall be mailed or faxed to the Grantor and his assignees as successors as follows unless the Grantor or his assignees and successors provide the UDEQ written notice of a different designee or address for notice and service of process purposes:

Larry D. Williamsen  
642 East 18th Ave.  
Salt Lake City, UT 84103

with a copy to:

Alan C. Bradshaw  
Manning Curtis Bradshaw & Bednar, LLC  
370 East South Temple, Suite 200  
Salt Lake City, UT 84111

3.6 Notices shall be sent to UDEQ as follows or as directed by UDEQ in writing:

Bob O'Brien  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation  
P.O. Box 144480  
Salt Lake City, UT 84114-4840

3.7 The UDEQ and the EPA reserve the right to bring action against the Grantor to enforce this Land Use Easement. Nothing contained herein shall be deemed to constitute a waiver by the UDEQ or the EPA of their right to initiate enforcement action, including civil penalties against the Grantor in the event of future noncompliance with this Land Use Easement or with the Utah Hazardous Substances Mitigation Act or any other law, nor shall UDEQ or EPA be precluded in any way from taking appropriate action to abate an endangerment to public health or the environment at any Grantor facility. This reservation is not intended to make the Grantor remain liable for the present contamination on the Property for which the Grantor was released under the Settlement Agreement or any Successor Addendum thereto. UDEQ and EPA acknowledge that nothing herein limits the scope of any covenant not to sue contained in the Settlement Agreement or any Successor Addendum thereto.

3.8 This Land Use Easement is not intended to encumber, create an estate of any type whatsoever, effect title, or in any other manner attach to or encroach upon any adjacent or contiguous property not owned by grantors collectively on the date of recordation of this easement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Utah            )  
                                  )s.s.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 1998, by \_\_\_\_\_

\_\_\_\_\_  
Witness my hand and official seal

\_\_\_\_\_  
Notary Public

L. Clair Williamsen Larry D. Williamsen  
L. Clair Williamsen Larry D. Williamsen

Shirley Williamsen  
Shirley Williamsen

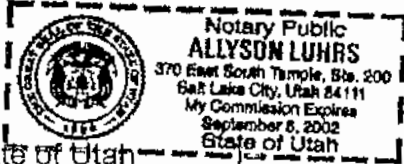
SOUTHWEST INVESTMENT COMPANY

By: L. Clair Williamsen  
L. Clair Williamsen

By: Larry D. Williamsen  
Larry D. Williamsen

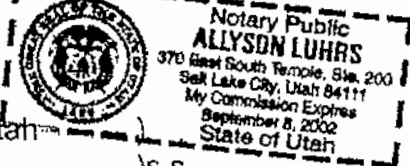
State of Utah )  
                              )s.s.  
County of Salt Lake )

On this 25th day of February, 1999, personally appeared before me L. Clair Williamsen, individually and as a partner of Southwest Investment Company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as partner of Southwest Investment Company.

  
State of Utah )  
                              )s.s.  
County of Salt Lake )

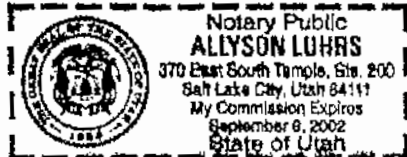
Allyson Luhrs  
Notary Public

On this 26th day of February, 1999, personally appeared before me Lawrence D. Williamsen, individually and as a partner of Southwest Investment Company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as partner of Southwest Investment Company.

  
State of Utah )  
                              )s.s.  
County of Salt Lake )

Allyson Luhrs  
Notary Public

On this 26th day of February, 1999, personally appeared before me Shirley Williamsen, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

  
State of Utah )  
                              )s.s.  
County of Salt Lake )

Allyson Luhrs  
Notary Public

## EXHIBIT A

### That Part of Parcel 15-10-151-001 South of the City Drain (Lot 7B)

BEGINNING at a point which lies on the easterly right of way line of Interstate 215, said point also lies North 00°03'08" West, along the section line, 585.96 feet, and North 89°55'56" East, 145.90 feet from the west quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 03°00'30" East, along said right of way line, 187.18 feet to a point on the centerline of the CWA Drain Ditch No. 1; thence South 52°18'47" East, along said line, 305.27 feet; thence South 89°55'56" West, 251.41 feet to the point of BEGINNING.

### That Part of Parcel 15-10-151-014 South of the City Drain (Lot 2B)

BEGINNING at a point that is North 00°03'08" West 260.68 feet and North 89°55'56" East 128.48 feet from the West Quarter Corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 03°00'30" East 325.79 feet; thence North 89°55'56" East 317.105 feet; thence South 00°03'08" East 51.641 feet, more or less; thence 54°15'00" East 433.73\* feet; thence South 70°00'00" East 59.35 feet; thence South 89°55'56" West 742.34 feet to the point of beginning.

\*NOTE: Salt Lake County Recorder's office shows this length as 433.53 feet.

LESS AND EXCEPTING the following described parcel:

BEGINNING at a point which lies North 00°03'08" West, along the section line, 585.96 feet, and North 89°55'56" East, 397.31 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°55'56" East, 65.99 feet; thence South 00°03'08" East, 51.09 feet to a point on the centerline of the CWA Drain Ditch No. 1; thence North 52°18'47" West, along said line, 83.44 feet to the point of BEGINNING.

### Parcel 15-10-151-003 (Lot 3)

BEGINNING at a point South 0°03'08" East 39.32 feet and North 89°55'56" East 112.44 feet from the West quarter corner Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 3°00'30" East 300.43 feet; thence North 89°55'56" East 764.82 feet; thence South 0°03'08" East 300.00 feet; thence South 89°55'56" West 780.86 feet to the point of beginning.

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Parcel 15-10-301-005 (Lot 1B)

BEGINNING at a point that is East 959.359 feet and South 67.015 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°55'56" East 364.00 feet; thence South 0°03'08" East 280.278 feet; thence South 89°56'52" West 349.00 feet to a point on a 15.00 foot radius curve to the right (bearing to center of curve bears North 0°03'08" West); thence Northwesterly 23.562 feet along the arc of said curve; thence North 0°03'08" West 265.179 feet to a point of beginning.

That Part of Parcel 15-10-151-009 South of the City Drain (Road Parcel)

BEGINNING AT A POINT ON THE SOUTH LINE OF INDIANA AVENUE SAID POINT BEING N00°03'08"W 1268.68 FEET AND N89°55'56"E 893.30 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°55'56"E 66.00 FEET; THENCE S00°03'08"E 1602.00 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER OF CURVE BEARS N89°55'56"E); THENCE SOUTHEASTERLY 23.562 FEET ALONG THE ARC OF SAID CURVE; THENCE N89°56'52"E 349.00 FEET; THENCE S00°03'08"E 66.00 FEET; THENCE S89°56'52"W 349.00 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER OF CURVE BEARS S00°03'08"E); THENCE SOUTHWESTERLY 23.562 FEET ALONG THE ARC OF SAID CURVE; THENCE S00°03'08"E 204.00 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER OF CURVE BEARS N89°56'52"E); THENCE SOUTHEASTERLY 14.56 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 70.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT (BEARING TO CENTER OF CURVE BEARS S34°19'47"W); THENCE SOUTHWESTERLY AND NORTHWESTERLY 355.812 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER OF CURVE BEARS N34°26'02"W); THENCE NORTHEASTERLY 14.56 FEET ALONG THE ARC OF SAID CURVE; THENCE N00°03'08"W 1901.99 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTH LINE OF INDIANA AVENUE, SAID POINT BEING N00°03'08"W, 1268.68 FEET AND N89°55'56"E, 893.30 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°55'56"E, 66.00 FEET; THENCE S00°03'08"E, 1028.262 FEET TO THE CENTERLINE OF THE CITY DRAIN; THENCE N73°00'00"W, ALONG SAID CENTERLINE, 69.035 FEET; THENCE N00°03'08"W, 1008.000 FEET TO THE POINT OF BEGINNING.

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Parcel 15-10-301-002 (Lot 6)

BEGINNING at a point that is South 364.117 feet and East 171.512 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North  $89^{\circ}55'56''$  East 722.12 feet; thence South  $0^{\circ}03'08''$  West 268.991 feet to a point of a 15.00 radius curve to the left (bearing to center of curve bears South  $89^{\circ}56'52''$  West); thence Southwesterly 14.56 feet along the arc of said curve to a point of a 70.00 foot radius reverse curve to the left (bearing to center of curve bears South  $34^{\circ}26'02''$  East); thence Southeasterly 177.906 feet along the arc of said curve; thence South  $0^{\circ}03'08''$  East 248.476 feet; thence North  $49^{\circ}00'35''$  West 1001.203 feet to the point of beginning.

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