

SLC CONTRACT: 57-1-11-4915

When Recorded Return To:  
Renee Zollinger  
Environmental Manager  
Salt Lake City Corporation  
451 S. State St. Room 145  
PO Box 145467  
Salt Lake City, UT 84114-5467

11056736  
10/20/2010 12:07 PM \$0.00  
Book - 9870 Pg - 2672-2689  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY HOUSING AUTHORITY  
1776 S W. TEMPLE  
SLC UT 84115  
BY: DDK, DEPUTY - WI 18 P.

RECORDED

SEP 21 2010

CITY RECORDER

Parcel No. 08-23-378-001-0000  
08-23-378-002-0000

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by the Salt Lake City Corporation ("City" or "Owner"), BP Products North America, Inc. ("BP"), the United States Environmental Protection Agency ("EPA"), and the Utah Department of Environmental Quality ("DEQ") (collectively "Parties") pursuant to the Utah Environmental Covenant Act, Utah Code Ann. Sections 57-25-101 *et seq.* (the "Utah Act") for the purpose of subjecting the Site described in Paragraph 2 below to the activity and use limitations set forth herein. The EPA and UDEQ each enter into this Environmental Covenant as an Agency as defined in Section 57-25-102(2) of the Utah Act. Neither the EPA nor the DEQ assume any affirmative obligation through the entry of this Environmental Covenant.

**A. Environmental Response Project**

This Environmental Covenant concerns the Rose Park Sludge Pit Superfund Site Repository ("Site") located in Salt Lake City, Utah, at approximately 1300 North Boy Scout Drive (1200 West). The Site is bordered by vacant/undeveloped land to the north, Interstate 15 to the east, and Rosewood Park to the west and south as shown in the survey attached hereto as Figure 1. Salt Lake City Corporation is the Owner of the Site.

Rosewood Park is maintained by the City and includes tennis courts, soccer and baseball fields, picnic areas, parking lots, a skate park, a planned dog park area and restrooms. Residential neighborhoods are located south of Rosewood Park.

The Site constitutes a portion of the Rose Park Disposal Area, where oil refinery sludge and wastes were previously disposed. During the early 1980s, Amoco Oil Company ("Amoco") and the City undertook certain response actions at the Site. These response actions, which generally included constructing a slurry wall around the sludges and wastes, and capping the sludges and wastes with a clay cover, are described more particularly in that

Intergovernmental/Corporate Cooperation Agreement (ICCA) between Amoco, the City, EPA and DEQ with a recordation date of November 5, 1982 (the "1982 Agreement"). Under the terms of the 1982 Agreement, the City and Amoco have conducted periodic groundwater testing of the Site, the results of which were provided to EPA and DEQ.

The administrative record for the Site and the Environmental Response Project is available for public inspection at the following information repository:

EPA Superfund Records Center – Region 8  
1595 Wynkoop Street  
Denver, CO 80202-1129  
(303) 312-6473

Some records for the Site and the Environmental Response Project may be made available for inspection by contacting the DEQ located in Salt Lake City, Utah.

## **B. Covenant**

Now therefore, the City, BP, the EPA and the DEQ agree as follows:

1. Environmental Covenant. This instrument is an Environmental Covenant developed and executed pursuant to the Utah Act.
2. Site. This Environmental Covenant concerns the Rose Park Sludge Pit Superfund Site Repository located in Salt Lake City, Utah, at approximately 1300 North Boy Scout Drive (N 1200 West). The Site is legally described on Exhibit A and depicted on Figure 1. The Site is bordered by vacant/undeveloped land to the north, Interstate 15 to the east, and Rosewood Park to the west and south.
3. Owner. The City is the current Owner of the Site in fee simple. Consistent with Paragraph 8 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 any other person or entity who acquires any interest whatsoever in the Site, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Site or any portion thereof (the "Transferees").
4. Holder. City and BP are the Holders of this Environmental Covenant.

5. Agency. EPA and DEQ 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 on the Site. In the event that the Owner conveys or transfers an interest in the Site 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.

- a. No new sub-surface features requiring trenching shall be installed within the Site. Fence posts, flag poles, and other similar features that require small excavations less than 18 inches in depth may be installed within the Site, providing that the original surface condition is restored around the new feature.
- b. The Owner shall assure reasonable maintenance, supervision and care of the Site and shall require that no new underground pipes, lines, conduits, cables, irrigation systems, or the like, are installed over, through or within three feet of the slurry wall and cap.
- c. No development of surface water on or groundwater under the Site shall be permitted. Groundwater wells or any other method of bringing groundwater to the surface and any exposure of groundwater through excavation or any other method are prohibited, except for monitoring or remedial wells installed with the approval of the Agencies.
- d. Without the prior written approval of Owner, Holders (neither of whose approval shall be unreasonably withheld, conditioned, or delayed), EPA, and DEQ, the Site shall only be used for park, recreational, open space, parking or other equivalent uses that are protective of human health and the environment. The requesting party shall pay the DEQ costs associated with DEQ's review.
- e. In no event shall schools, daycare centers (whether independent or ancillary to a permitted use), community centers, hospitals, or adult care centers be permitted on the Site.
- f. In no event shall agricultural use of the Site be permitted. For purposes of this restriction, the term "agricultural use" shall include without limitation the cultivation or storage of any crop or the grazing, feeding or keeping of any animal for agricultural or commercial purposes.

g. Owner shall not use the Site in any way that interferes with current or future operation and/or maintenance of the Environmental Response Project, including, but not limited to, the groundwater monitoring wells, any equipment or infrastructure constructed or used for the Environmental Response Project, or slurry wall or any cap or other covering intended to prevent contact with contaminated materials in the ground or at the surface.

h. In order to assure that features and structures constructed within the Site will not compromise the integrity of prior response actions, no above-ground structures or features (including without limitation parking lots or features) shall be constructed without first preparing an engineering analysis to demonstrate that the proposed structure or feature will not affect the integrity of the slurry wall, clay cover, or other features installed during prior response actions and without prior approval by the Agencies and Holders. The requesting party shall pay the DEQ for costs associated with DEQ's review.

i. Surface irrigation within the Site, beyond the existing areas of irrigated, developed park grounds, shall only be allowed with the prior approval of and in compliance with such terms and conditions imposed by the Agencies. The existing areas of irrigation are shown by cross-hatching on Figure 1 as "Existing Irrigated Areas".

j. Heavy machinery or trucks that could reasonably be expected to cause rutting of the soil cover shall only be allowed within the Site to complete approved construction activities or to repair or maintain the cover, slurry wall, or other feature installed in previous remedies, or to implement new remedies approved by the Agencies. Any rutting caused by such vehicle use will be repaired and the surface restored by the person or entity responsible for such damage.

k. Light-duty vehicles are only allowed on roads or parking areas within the Site, unless such light-duty vehicles are necessary to complete approved construction activities or to repair or maintain the cover, slurry wall, or other feature installed in previous remedies, or to implement new remedies approved by the Agencies. Any rutting caused by such vehicle use will be repaired and the surface restored by the person or entity responsible for such damage.

7. Five Year Reviews. Five-year reviews may be performed by the Agencies given that contaminated material has been left in place. The requirements for reviews may be modified if the contaminated material is removed and/or if the Agencies determine that the requirements are no longer necessary. Owner and Holder shall cooperate with the Agencies in performing five-year reviews.



8. Running with the Land. This Environmental Covenant shall be binding upon the Owner and any Transferee, and shall run with the land, pursuant to Section 57-25-105 of the Utah Act, subject to amendment or termination as set forth herein.

9. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Utah 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 EPA or DEQ from exercising any authority under applicable law.

10. Rights of Access. Owner hereby grants to the Holder, DEQ and the EPA, their agents, contractors, and employees the right of access to the Site for necessary response actions and inspection, implementation, or enforcement of this Environmental Covenant.

11. Notice upon Conveyance. The Owner shall notify the DEQ, EPA and Holder within *ten (10)* days after each conveyance of an interest in any portion of the Site. 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.

Each instrument hereafter conveying any interest in the Site or any portion of the Site shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 2010, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER ON \_\_\_\_\_, 2010, IN [DOCUMENT \_\_\_\_, OR BOOK \_\_\_\_, PAGE \_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

THE LANGUAGE OF PARAGRAPH NO. 6 OF THIS ENVIRONMENTAL COVENANT, ACTIVITY AND USE LIMITATIONS, IS INCORPORATED HEREIN VERBATIM BY REFERENCE.

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

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

- a. that the Owner is the sole owner of the Site;
- b. that the Owner holds fee simple title to the Site which is that the Site is free, clear and unencumbered or that the Site is subject to the interests or encumbrances identified in Exhibit B (preliminary title report schedule B exceptions) 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;
- d. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Site, and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- e. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Owner is a party or by which Owner may be bound or affected.

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

15. 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 Site with the Salt Lake 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.

16. Recordation and Distribution of Environmental Covenant. Within *thirty (30)* days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording in the same manner as a deed to the Site, with the Salt Lake County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to BP, EPA and DEQ.

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

**EPA:**

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

Remedial Project Manager (Rose Park Sludge Pit Superfund Site)  
U.S EPA – Region 8  
Mail Code: 8EPR-SR  
1595 Wynkoop Street  
Denver, CO 80202

**DEQ:**

Project Manager (Rose Park Sludge Pit Superfund Site)  
Division of Environmental Response and Remediation  
Department of Environmental Quality  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

**City:**

Renee Zollinger  
Environmental Manager  
Salt Lake City Corporation  
451 S. State St. Room 145  
PO Box 145467  
Salt Lake City, UT 84114-5467

**Holder:**

Jean Martin, Esq.  
BP America, Inc.  
Senior Attorney – Health, Safety & Environment

Westlake 1, Room 16.184  
501 Westlake Park Boulevard  
Houston, Texas 77079

Steve Ferry  
Atlantic Richfield Company  
Project Manager on behalf of BP Products North America, Inc.  
317 Anaconda Road  
Butte, MT 59701

18. 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 Utah Code Ann. Sections 57-25-109 and 57-25-110 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 Utah Code Ann. Sections 63G-7-202 and -902, as determined in a court of law.

19. Limitations on Liability. Except as provided otherwise herein, Holder shall not incur any liability under state law or otherwise solely by virtue of being a holder under this Environmental Covenant.

20. Assignment. Any Holder may assign its rights as a Holder of this Environmental Covenant with the consent or approval of all other Holders, which consent or approval shall not be unreasonably withheld, conditioned, or delayed and the consent or approval of the Agencies. The requesting party shall reimburse the DEQ for costs associated with the DEQ's review of the request for assignment. Notwithstanding the foregoing, any Holder may assign its rights as a Holder of the Environmental Covenant without the consent or approval of any other Parties to (i) a subsidiary, parent or affiliate of the Holder, or (ii) a successor entity as a part of a merger, acquisition, consolidation or reorganization of the Holder. In any event, the assigning Holder shall provide written notice of any assignment to all the other Parties within ten (10) days following the effective date of the assignment. The notice shall be in recordable form and shall include without limitation (i) the name and address of the assignee, and (ii) the effective date of the assignment. The assigning Holder shall cause the notice to be recorded as a document of record for the Site with the Salt Lake County Recorder.



The undersigned representative of Owner represents and certifies that it is authorized to execute this Environmental Covenant.

**RECORDED**

**IT IS SO AGREED:**

**SEP 21 2010**

SALT LAKE CITY CORPORATION

**CITY RECORDER**

By: *Ralph Becker*  
Name: *Ralph Becker*  
Title: *Mayor*

Date *9/21/10*

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

**ATTEST:**

*Christine Meeker*  
CITY RECORDER



Before me, a notary public, in and for said county and state, personally appeared *Ralph Becker*, a duly authorized representative of the Salt Lake City Corporation, who acknowledged to me that he/she did execute the foregoing instrument in behalf of the Salt Lake City Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this *21<sup>st</sup>* day of *September* 2010.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date *9-17-10*  
By *John H. P...*

*Christine Meeker*  
NOTARY PUBLIC



The undersigned representative of Holder represents and certifies that it is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

BP PRODUCTS NORTH AMERICA, INC.

By: *Steve M. Ferry*  
Name: Steve M. Ferry  
Title: Project Manager

September 2, 2010  
Date

STATE OF Montana )  
: ss.  
COUNTY OF Silver Bow )

Before me, a notary public, in and for said county and state, personally appeared Steve M. Ferry, a duly authorized representative of BP Products North America, Inc., who acknowledged to me that he/she did execute the foregoing instrument in behalf of BP Products North America, Inc.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 2nd day of September, 2010.



*Robert Jordan*  
NOTARY PUBLIC Montana  
Expires: August 8, 2013

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).

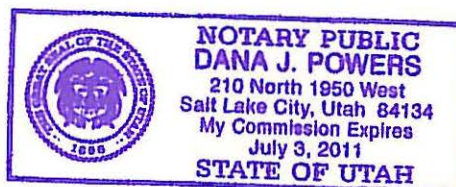
By: Brent H. Everett

23 SEPT 2010  
Date

Name: Brent Everett

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 Everett, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this 23 day of September 2010.

Dana J. Powers  
NOTARY PUBLIC

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



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

10/12/10  
Date

STATE OF COLORADO     )  
                                     : ss.  
COUNTY OF DENVER     )

On this 12<sup>th</sup> day of October, 2010, 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 12<sup>th</sup> day of October, 2010.

  
NOTARY PUBLIC

my Commission Expires 9-26-11

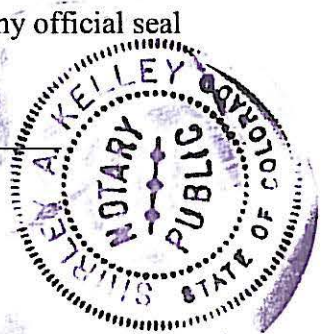




EXHIBIT A

Parcel No. \_\_\_\_\_

LEGAL DESCRIPTION OF SITE:

COMMENCING AT A POINT BEING N38°23'43"W A DISTANCE OF 496.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, T1N R1W, S.L.B.M.; SAID POINT OF BEGINNING IS N04°57'33"E A DISTANCE OF 23.94 FEET FROM A MONITORING WELL AND SAID POINT OF BEGINNING IS 3 FEET NORTH OF THE CENTERLINE OF AN UNDERGROUND STORM DRAIN PIPE. RUNNING THENCE FOR THE FOLLOWING FOUR COURSES IN A WESTERLY DIRECTION MAINTAINING A DISTANCE OF 3 FEET NORTH FROM SAID UNDERGROUND STORM DRAIN PIPE;

- (1) S89°36'04"W A DISTANCE OF 118.23 FEET;
- (2) N89°58'07"W A DISTANCE OF 316.57 FEET;
- (3) S89°45'39"W A DISTANCE OF 497.33 FEET;
- (4) S88°47'56"W A DISTANCE OF 22.94 FEET TO A POINT 3 FEET NORTH OF SAID UNDERGROUND CITY STORM DRAIN PIPE;

THENCE N00°06'36"W A DISTANCE OF 264.42 FEET TO A POINT WHICH IS N83°02'20"E A DISTANCE OF 10.20 FEET FROM A MONITORING WELL. SAID POINT IS APPROXIMATELY 3 FEET SOUTH OF THE CENTERLINE OF AN UNDERGROUND STORM DRAIN PIPE. CONTINUING THENCE FOR THE FOLLOWING THREE COURSES IN AN EASTERLY DIRECTION MAINTAINING A DISTANCE OF 3 FEET SOUTH FROM SAID UNDERGROUND STORM DRAIN PIPE;

- (1) S89°48'16"E A DISTANCE OF 462.03 FEET;
- (2) S89°45'10"E A DISTANCE OF 411.70 FEET;
- (3) S87°33'50"E A DISTANCE OF 86.21 FEET TO A POINT 3 FEET SOUTH OF SAID UNDERGROUND STORM DRAIN PIPE;

THENCE S00°58'05"W A DISTANCE OF 254.23 FEET TO THE POINT OF BEGINNING.  
SAID COVENANT AREA CONTAINS 5.73 ACRES.



EXHIBIT B

Preliminary Title Report Schedule B Exceptions

**SCHEDULE B - Section 2**  
**Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. General property taxes were not assessed against the land for the year 2009 because of ownership by a tax exempt entity. Tax Parcel No. 08-23-378-001-0000.

General property taxes were not assessed against the land for the year 2009 because of ownership by a tax exempt entity. Tax Parcel No. 08-23-378-002-0000.

9. An easement over, across or through the land for pipe lines and electric cables, together with the right of ingress and egress therefore and incidental purposes, as granted to Utah Oil Refining Company, a corporation of the State of Utah, by Instrument recorded November 10, 1955 as Entry No. 1455394 in Book 1256 at Page 642 of Official Records.

Assignment recorded July 31, 2002 as Entry No. 8309038 in Book 8627 at Page 4602 of Official Records.

10. Reservations contained in that certain Special Warranty Deed recorded July 5, 1957 as Entry No. 1546189 in Book 1426 at Page 369 of Official Records.
11. Agreement by and between Salt Lake City, a municipal corporation of the State of Utah, and Utah Oil Refining Company, a corporation, recorded December 17, 1957 as Entry No. 1570154 in Book 1468 at Page 338 of Official Records.

Assignment recorded July 31, 2002 as Entry No. 8309040 in Book 8627 at Page 4620 of Official Records.

12. An easement over, across or through the land for a storm drain and incidental purposes, as granted to the State Road Commission of Utah by Instrument recorded August 5, 1963 as Entry No. 1937519 in Book 2083 at Page 1 of Official Records.
13. An easement over, across or through the land for pipelines and incidental purposes, as granted to American Oil Company, a corporation organized under the laws of the State of Maryland, authorized to do business in the State of Utah, by Instrument recorded September 20, 1963 as Entry No. 1947718 in Book 2101 at Page 557 of Official Records.

Assignment recorded July 31, 2002 as Entry No. 8309040 in Book 8627 at Page 4620 of Official Records.

14. Subject to an easement for utilities and incidental purposes, if any, lying within the streets.

\*\*\*

**Title inquiries should be directed to Rollin Domire @ (801) 265-3206.**

\*\*\*

**NOTE:** The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

**Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.**

FIGURE 1

SURVEY OF THE EASEMENT SITE



# UTILITY COMPANY CONTACTS

WATER  
WATER UTILITY MAINTENANCE  
SLC UTILITIES DEPARTMENT  
1530 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115  
(801) 483-4570

SANITARY SEWER  
SLC UTILITIES DEPARTMENT  
1530 SOUTH WEST TEMPLE  
SALT LAKE CITY, UT 84115  
(801) 483-4570

STORM DRAINAGE  
SALT LAKE CITY UTILITIES  
2060 E. 2100 S.  
SALT LAKE CITY, UT 84109  
(801) 483-6804

ROCKY MOUNTAIN POWER  
1407 W. NORTH TEMPLE  
SALT LAKE CITY, UT 84115  
(801) 220-7203

QUESTAR GAS  
180 E. 100 S.  
SLC, UT 84145  
(801) 324-3736

COMCAST CABLE COMPANY  
1550 MILLER AVENUE  
SALT LAKE CITY, UT 84105  
(801) 401-2543

SD  
10.20'

OWNER: DAVIS STREET, LLC  
PARCEL ID: 08-23-353012  
AREA: 3.06 AC.  
NORTH OF FENCE

OWNER: SALT LAKE CITY  
PARCEL ID: (VARIOUS #S)  
AREA: 35.54 AC.  
SOUTH OF FENCE

**ENVIRONMENTAL COVENANT PROPERTY**  
AREA: 5.73 AC.

## ENVIRONMENTAL COVENANT PROPERTY DESCRIPTION

COMMENCING AT A POINT BEING N38°23'43"W A DISTANCE OF 466.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, T1N, R1W, S.L.B.&M.; SAID POINT OF BEGINNING IS N04°57'33"E A DISTANCE OF 23.94 FEET FROM A MONITORING WELL, AND SAID POINT OF BEGINNING IS 3 FEET NORTH OF THE CENTERLINE OF AN UNDERGROUND STORM DRAIN PIPE. RUNNING THENCE FOR THE FOLLOWING FOUR COURSES IN A WESTERLY DIRECTION MAINTAINING A DISTANCE OF 3 FEET NORTH FROM SAID UNDERGROUND STORM DRAIN PIPE:

- (1) S89°36'04"W A DISTANCE OF 118.23 FEET;
- (2) N89°58'07"W A DISTANCE OF 316.57 FEET;
- (3) S89°45'39"W A DISTANCE OF 497.33 FEET;
- (4) S89°47'56"W A DISTANCE OF 22.94 FEET TO A POINT 3 FEET NORTH OF SAID UNDERGROUND CITY STORM DRAIN PIPE;

THENCE N00°06'36"W A DISTANCE OF 264.42 FEET TO A POINT WHICH IS N83°02'20"E A DISTANCE OF 10.20 FEET FROM A MONITORING WELL. SAID POINT IS APPROXIMATELY 3 FEET SOUTH OF THE CENTERLINE OF AN UNDERGROUND STORM DRAIN PIPE. CONTINUING THENCE FOR THE FOLLOWING THREE COURSES IN AN EASTERLY DIRECTION MAINTAINING A DISTANCE OF 3 FEET SOUTH FROM SAID UNDERGROUND STORM DRAIN PIPE:

- (1) S89°48'16"E A DISTANCE OF 462.03 FEET;
- (2) S89°45'10"E A DISTANCE OF 411.70 FEET;
- (3) S87°33'50"E A DISTANCE OF 86.21 FEET TO A POINT 3 FEET SOUTH OF SAID UNDERGROUND STORM DRAIN PIPE;

THENCE S00°58'05"W A DISTANCE OF 254.23 FEET TO THE POINT OF BEGINNING. SAID COVENANT AREA CONTAINS 5.73 ACRES.

## SURVEYOR NOTES

FIELD SURVEY CONDUCTED SEPTEMBER, 2009 THRU MAY, 2010.

THE VERTICAL DATUM OF THIS SURVEY IS STRICTLY LOCAL TO THIS SITE AND CAN BE REPLICATED USING A BENCHMARK LOCATED ON THE EAST SIDE OF I-15 FREEWAY APPROXIMATELY 1300' EAST FROM THE SOUTHEAST CORNER OF THE SUBJECT PARCEL. THE ELEVATION OF THIS BENCHMARK WAS ARBITRARILY SET TO 4178.42'.

THERE WERE NO KNOWN OR OBSERVABLE WETLANDS ON THE SITE AS OF THE DATE OF THE FIELD SURVEY.

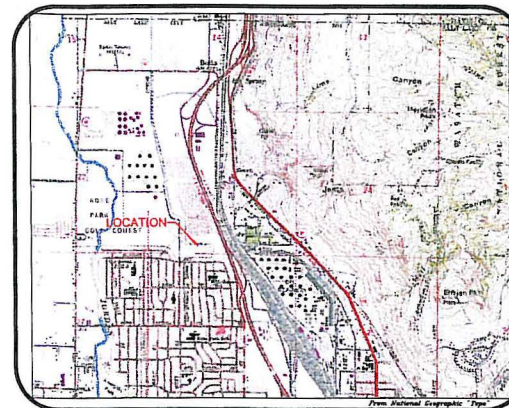
ALL UTILITIES (WATER, SEWER, STORM DRAIN, ELECTRICITY, & GAS) SHOWN ARE FROM OBSERVED EVIDENCE AND/OR PLANS AND DOCUMENTS PROVIDED BY THE SITE CONTRACTOR OR INDIVIDUAL UTILITY COMPANIES. SOME OF THE PIPE MATERIAL AND SIZES WERE NOT KNOWN AS OF THE DATE OF THE SURVEY. OTHER UTILITY LINES AND SERVICE STUBS THAT WERE NOT OBSERVED OR DISCLOSED MAY EXIST ON SITE.

THE PURPOSE OF THIS SURVEY IS TO CREATE A COVENANT AREA THAT CONTAINS A CAPPED WASTE CELL AND CERTAIN MONITORING WELLS SHOWN HEREON.

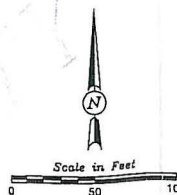
## SURVEYOR'S CERTIFICATE

I, RICHARD K. TATE, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF UTAH, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS SURVEY PLAT WAS CONDUCTED BY ME, OR UNDER MY DIRECT SUPERVISION, THAT THE RESULTS OF SUCH SURVEY ARE CORRECTLY DEPICTED HEREON, AND THAT THE SURVEY WAS COMPLETED IN ACCORDANCE WITH THE STANDARDS FOR LAND SURVEYS SET FORTH BY UTAH STATE LAW.

RICHARD K. TATE, UTAH P.L.S. NO. 334552



VICINITY MAP  
NOT TO SCALE



LEGEND	
	SECTION CORNER ON STREET MONUMENT
	COVENANT BOUNDARY
	JERSEY BARRIER WALL
	VENT
	MONITORING WELL
	EXISTING GROUND CONTOUR (1 FT)
	SURVEY CONTROL PT./BENCHMARK
	CONCRETE SURFACE
	EDGE OF ASPHALT ROAD
	WATER LINE
	SANITARY SEWER LINE
	UTILITY EASEMENT LINE
	STORM DRAIN LINE
	GAS LINE
	ELECTRICAL MANHOLE
	ELECTRICAL TRANSFORMER
	STORM DRAIN MANHOLE
	SANITARY SEWER MANHOLE
	SET PROPERTY CORNER
	TELECON. PEDESTAL
	FIRE HYDRANT
	TREES
	LIGHT POLE
	CATCH BASIN
	BUILDING FOOTPRINT
	SPRINKLER HEAD
	IRRIGATED AREA

## REVISIONS

NO.	DESCRIPTION	DATE

**BP PRODUCTS NORTH AMERICA, INC.**

**ANDERSON**  
ENGINEERING COMPANY, INC.  
877 WEST 2100 SOUTH  
SALT LAKE CITY, UTAH 84119  
(801) 474-2221

**ENVIRONMENTAL COVENANT PROPERTY**

LOCATED IN THE EAST 1/2 OF THE  
SOUTHWEST 1/4 OF SECTION 23 T1N R1W  
SLB&M,  
SALT LAKE COUNTY, UTAH

Project  
ROSEWOOD PARK

Date  
01-SEPT-2010

Scale  
1" = 50'

Sheet

1 of 1

FOUND  
SOUTH QUARTER CORNER  
SECTION 23, T1N, R1W, S.L.B.&M.