

When Recorded Return To:
Bullion Place Development, LLC
84 West 4800 South, Ste. 300
Murray, Utah 84107

14034948 B: 11381 P: 8678 Total Pages: 13
10/26/2022 03:05 PM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: METRO NATIONAL TITLE ASSOCIATES
345 EAST BROADWAYSALT LAKE CITY, UT 84111

With Copy To:
Project Manager, Voluntary Cleanup Program Site ID C00110
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
P.O. Box 144840
Salt Lake City, Utah 84114-4840

Parcel No. [21-14-251-010 and 21-14-251-011] Repository
MA15421

ENVIRONMENTAL COVENANT

This environmental covenant is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Section 57-25-101, et seq. (the "Utah Act"). Bullion Place Development, LLC, as grantor ("Grantor") makes and imposes this environmental covenant upon the property more particularly described in Exhibit A attached hereto (the "Property"). This environmental covenant shall run with the land, pursuant to and subject to the Utah Act.

1. Notice. Notice is hereby given that the Property is or may be contaminated with a contaminant as defined in Utah Code § 19-8-102(5), explained in more detail herein, and therefore this environmental covenant is imposed to mitigate the risk to public health, safety and the environment.
2. Environmental Response Project. An environmental response project was conducted under the authority of the Voluntary Cleanup Program, Title 19, Chapter 8 of the Utah Code that is administered by the Division of Environmental Response and Remediation ("DERR") in the Utah Department of Environmental Quality ("DEQ"). The Site was enrolled into the DEQ's Voluntary Cleanup Program ("VCP") and was assigned the VCP Site ID C00110. The Site was designated as the "Bullion Street VCP Site."

The following paragraphs summarize the remedial work performed at the Site.

Prior investigations identified lead and arsenic in slag at concentrations that exceeded EPA's Regional Screening Levels for Residential land-use. Impacts were reported from the layer of slag with ranged from 3 feet to 9 feet below ground surface. The thickness of the slag varied between 2 and 5 feet. As part of the various site investigations, groundwater samples were also collected and analyzed for volatile organic compounds, semi volatile organic compounds, and metals, including hexavalent chromium. Barium was detected in one groundwater sample above the screening level. No other analytes were detected above screening levels.

A Remedial Action Plan ("RAP"), dated September 22, 2021, was developed and implemented to address impacted soils. The Cleanup Levels for the soil remediation were based on unrestricted residential use. The levels are 400 mg/kg for total lead and 100 mg/kg for total arsenic.

The RAP included activities to excavate shallow soils containing lead and arsenic above the cleanup levels and consolidate the soils in an onsite repository or soil repository as noted in the RAP (“Repository”). For the purposes of this environmental covenant, the Repository is also known as the Property. The Repository is located on the northeast portion of the Site beneath proposed single family homes (“Repository Map - Exhibit B”). The Repository is currently located on parcel # 21142510110000, although this parcel will be subdivided in the future and notice will be given to future owners in the manner detailed in Section 12.

Slag and soil containing slag were excavated and relocated to the Repository. A Site Management Plan (“SMP”) was developed to define measures necessary to implement activity and use limitations and to manage the contaminated material that remains on the Site above unrestricted land use levels. As described in the SMP, the engineering controls associated with the Repository consist of a bright-colored orange marker barrier, and 2.62 feet of compacted clean soil (“Repository Cap or Cap”). The Cap is designed to minimize human exposures, and minimize erosion of the placed slag and soil. To facilitate construction of the proposed residential properties, the Cap is located under additional clean fill material that was placed to bring this portion of the Site up to grade. Design details are located in Figure 4 of the RAP.

Confirmation samples were collected after the removal. Lead and arsenic were below the Cleanup Levels. A Remedial Action Completion Report documenting the completion of site activities was accepted in August 2022. The only areas on the Site where soil contamination is known to exceed the Cleanup Levels is the Repository/Property and the Cell Phone Tower Area. A separate environmental covenant will be recorded for the Cell Phone Tower Area located southeast of the Repository.

3. Grantor. The Grantor of this environmental covenant, Bullion Place Development, LLC, is the Owner of the Property as defined in Paragraph 4 below.

4. Owner. The “Owner” of the Property is a person who controls, occupies, or holds an interest (other than this environmental covenant) in the Property at any given time. Because this environmental covenant runs with the land, the obligations of the Owner are transferred to assigns, successors-in-interest, including without limitation to 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 Property, 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 Property or any portion thereof (“Transferees”). Upon transfer of an Owner’s interest in the Property, the Transferee shall have all obligations as an Owner and the transferor (the prior Owner) shall have no further rights or obligations hereunder. Notwithstanding the foregoing, nothing herein shall relieve Owner during the time it holds an interest in the Property of its responsibilities to comply with the terms hereof and all other provisions of applicable law or of responsibility for its failure to comply during the time it held an interest in the Property. Each Owner is responsible for only that portion of the Property in which that Owner holds an interest, such as a lot.

5. Holder. Bullion Place Development, LLC shall be the grantee (“Holder”) of this environmental covenant as defined in Sections 57-25-102(6), 103(1), 103(3)(b). Holder may

enforce this environmental covenant. Holder's obligations hereunder are limited to the specific provisions and the limited purposes described herein. Subject to the provisions hereof, Holder's rights and obligations survive the transfer of the Property. Holder may be removed and replaced through an amendment to this environmental covenant executed by Holder and DEQ (defined below). Subject to the provisions hereof, a Holder's rights and obligations survive the transfer of the Property.

6. Agency. The DEQ is the Agency (as defined in the Utah Act) under this environmental covenant. The Agency may be referred to herein as the Agency or the DEQ. The Agency may enforce this environmental covenant. The Agency assumes no affirmative duties through the execution of this environmental covenant.

7. Administrative Record. The administrative record for the Property identified as VCP Site ID C00110 is on file with the DERR ("Administrative Record").

8. Activity and Use Limitations. As part of the environmental response project described above, the following activity and use limitations are imposed on the Property. The Owner is ultimately responsible for implementation of the SMP. However, the Bullion Place Home Owners Association (HOA) can perform certain obligations contained in the Site Management Plan on behalf of the Owner, specifically the required annual inspections and compliance reports to be submitted to the Agency.

a. Maintenance Requirements. The Owner shall maintain the Repository as described in the SMP, dated September 14, 2022, as may be amended from time to time with consent of the Holder, the Owner and the Agency without amendment to the environmental covenant. The SMP is available in the Administrative Record. Among other requirements, the SMP requires:

1. The Owner shall prevent human contact with all impacted soils and shall prevent the Cap from being breached. Any potentially-impacted soil encountered below the Cap will be managed following the SMP.

2. The Owner shall maintain the Cap. If the Repository Cap is disturbed to a depth below the allowable Repository Cap excavation for that Lot, the Owner and/or the HOA shall notify the DERR both verbally and through written documentation. If the Owner needs to breach the Cap, the Owner shall first develop and submit to DERR for review, comment and acceptance a plan to properly characterize, handle, and dispose of any potentially impacted soils that may be encountered and to repair the Repository and Cap per the SMP. The Owner will repair all damages to the Repository as necessary to ensure the remedy remains in place.

3. The Owner and/or the HOA (acting as the Owner's representative) shall inspect the Property following the Site Inspection and Verification of Controls procedures described in the SMP.

4. The Owner and/or the HOA (acting as the Owner's representative) must report the general condition and any accidental breaches of the Repository Cap to the DERR and the Owner must take measures to immediately repair or replace any damage to the Cap.

At a minimum, inspections must be performed annually. Copies of completed inspection forms shall be submitted in writing to:

Project Manager (VCP site C00110)
Division of Environmental Response and Remediation
P.O. Box 144840
Salt Lake City, Utah 84114-4840

b. **Land Use Limitations:** The future land use of the Property can be residential lots as described in the SMP. The remainder of the Site has been remediated to unrestricted cleanup levels and may be used without environmental restrictions, with exception of the groundwater. Groundwater within the Property and the overall Site shall not be used for drinking water, irrigation, or bathing purposes.

c. **Utility Repair and Installation Limitations:** The Owner will prevent any utility work from being conducted within the Repository unless arrangements are made to properly handle the soil generated and to protect workers. The Owner is responsible for coordinating with any utility companies that need to excavate within the Repository and that proper notification to DERR is made and documented, that the handling of potentially impacted soil and the replacement of the Cap is completed following the SMP, that proper Health and Safety Plans are prepared and followed, and that dust is controlled during excavation activities that penetrate into the Repository.

d. **Worker Health and Safety Requirements:** The Owner is responsible to inform any workers conducting work within the Repository of the potential soil impacts and verify that they have a Health and Safety Plan that specifically addresses the tasks and potential contaminants (arsenic and lead) that could be encountered. All personnel working in the Repository must have an appropriate level of worker hazard communication and/or health and safety training (e.g., OSHA's Hazardous Waste Operations and Emergency Response Training) and don personal protective equipment ("PPE") appropriate for the work to be performed. The Owner will stop any excavation activities that do not follow a proper Health and Safety Plan.

e. **Site Management Plan:** Each Owner and Transferee and each Owner's and Transferee's agents, contractors, invitees, successors and assigns shall comply with the SMP. Among other requirements, the SMP requires:

- (i) Inspections and reports to the DERR;
- (ii) Sampling of impacted soils and cover materials;
- (iii) Management of impacted soils and replacing cover materials over capped areas, as needed;
- (iv) Submitting reports summarizing corrective action activities to the DERR;
- (v) Notification of worker health and safety requirements, including Health and Safety Plans for workers encountering impacted soils; and
- (vi) Development and implementation of contingency measures if unforeseen events or contamination is encountered.

f. *Property Covenants, Conditions and Restrictions.* Each Owner shall comply

with the Declaration of Covenants, Conditions and Restrictions for Bullion Street, dated October 5, 2022, recorded as Entry No. 14025293, and as amended, regarding the Repository.

9. Running with the Property. This environmental covenant touches and concerns and runs with the Property and is binding upon each Owner and each Transferee during each of their period of control, occupation, or ownership interest and may be amended, replaced or terminated as set forth herein.

10. 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 does not bar subsequent enforcement and is not a waiver of a right to take subsequent action to enforce compliance. Nothing in this environmental covenant restricts the Agency from exercising any authority under applicable law. If the Property is not used and maintained in material compliance with Paragraph 8 entitled "Activity/Use Limitations and Maintenance Requirements," such noncompliance constitutes a change of use possibly subjecting the Property, Owner, Transferee and Grantor to additional remedies and/or actions.

11. Rights of Access. The right of ingress, egress, and access to the Property is permanently granted to the Agency, the HOA, and each Holder and their respective contractors for any necessary implementation and enforcement of this environmental covenant.

12. Notice upon Conveyance. Owner shall notify the Agency and each Holder within twenty (20) days after each conveyance of ownership of all or any portion of the Property. Owner's notice to the Agency and each Holder 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. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this environmental covenant and shall identify the date, entry no., book and page number at which this document is recorded in the records of the Salt Lake County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this environmental covenant. The following language may be used to notify any person or entity who acquires an interest in the Property:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 202 __, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE COUNTY RECORDER ON _____, 202__, IN [DOCUMENT _____, or BOOK _____, PAGE]. THE ENVIORNMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVTY AND USE LIMITATIONS:

Disturbance Limitations, Land Use Limitations, Groundwater Use Limitation, Utility Repair and Installation Limitations, and Worker Health and Safety Requirements

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

a. that it is the sole fee simple owner of the Property;

- b. that it 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;
- c. that it has identified all other persons that own an interest in or hold an encumbrance on the Property, has notified such persons of its intention to enter into this environmental covenant, and has notified the Agency of the names and contact information of the persons holding such encumbrances as provided in Paragraph 18, below, entitled: "Notice;" and,
- d. that this environmental covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which it is a party or by which it may be bound or affected.

14. Amendment or Termination. This environmental covenant may be amended or terminated pursuant to the Utah Act. Except as set forth herein, Grantor and Holder waive any and all rights to consent or notice of amendment concerning any parcel of the Property to which Grantor or Holder has no fee simple interest at the time of 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 Property 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, Grantor shall file this environmental covenant for recording in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. Grantor shall distribute a file-and-date stamped copy of the recorded environmental covenant to the Agency

17. Reimbursement of DEQ's Costs. The HOA, each Owner, each Transferee, and/or each Holder shall reimburse DEQ for technical reviews, inspections and other actions contemplated in this environmental covenant, performed by DEQ pursuant to the enforcement of this environmental covenant or performed at the request of the HOA, each Owner, each Transferee, and/or each Holder. Costs may be invoiced based on actual costs incurred by the Agency or on the fee schedule approved by the legislature, or both, as applicable.

18. Notice. Unless otherwise notified in writing by or on behalf of the pertinent party any document or communication required by this environmental covenant shall be submitted to:

If to the DEQ:
Project Manager, Voluntary Cleanup Program Site ID C110
Division of Environmental Response and Remediation
Utah Department of Environmental Quality

P.O. Box 144840
Salt Lake City, Utah 84114-4840

If to Bullion Place Development, LLC:
Michael Brodsky, Manager of Bullion Place Development, LLC
84 West 4800 South, STE 300
Murray, Utah 84107

19. Governmental Immunity. In executing this environmental covenant, the Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant 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 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 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.

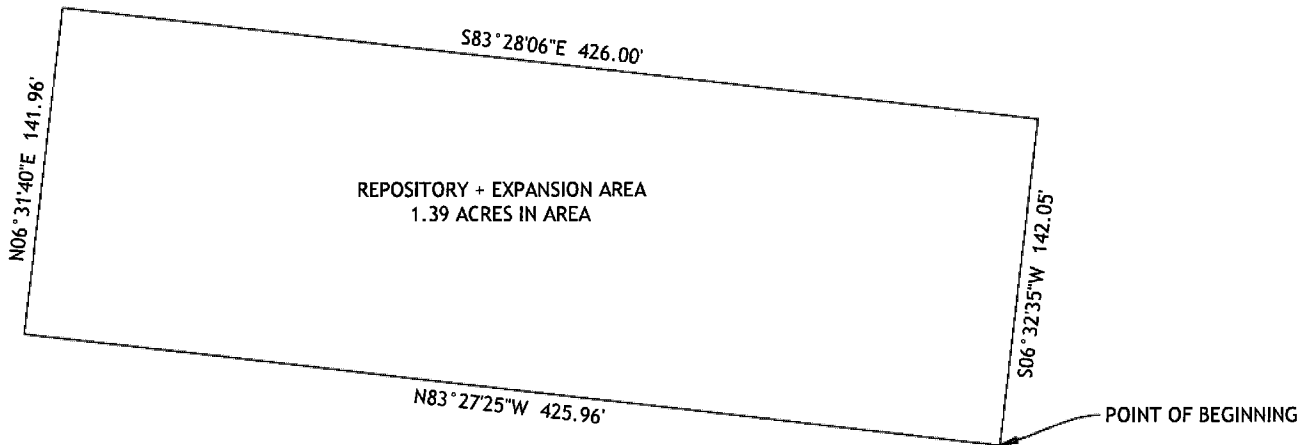
Exhibit A
Property
Legal Description

BULLION PLACE SUBDIVISION, REPOSITORY LEGAL DESCRIPTION:

A PARCEL OF LAND BEING DESCRIBED AS THE ENTIRETY OF SPECIALTY WARRANTY DEED, RECORDED AS ENTRY NUMBER 13840762, IN BOOK 11278, AT PAGE 6712, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS WITHIN PROPOSED BULLION PLACE SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING N00°12'39"W 906.32 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND N90°00'00"W 1841.82 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 14; AND RUNNING THENCE N83°27'25"W 425.96 FEET; THENCE N06°31'40"E 141.96 FEET; THENCE S83°28'06"E 426.00 FEET; THENCE S06°32'35"W 142.05 FEET TO THE POINT OF BEGINNING.

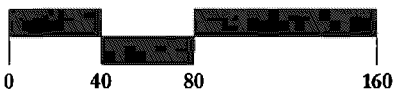
CONTAINS 60,491 SQUARE FEET OR 1.39 ACRES IN AREA.



C:\Users\pmd22\EDM Partners Dropbox\Projects\Bullion Place\Drawings\Plat - Bullion Place.dwg



SCALE: 1" = 80'



**BULLION PLACE
REPOSITORY + EXPANSION AREA
LEGAL DESCRIPTION**

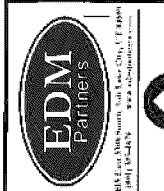
DATE:

07/15/2022

FIGURE:

EXHIBIT A

Exhibit B
Repository Map



EDM Partners
 814 East 4000 South, Suite 100, West Valley City, UT 84119
 Phone: 801.973.1100
 www.edmpartners.com

Scale: 1" = 30'
 0 15 30 45 60 75 90

Hamlet Development
 84 West 4800 South, Suite 100
 Murray, UT 84117
 801-586-9611

NOTES:
 1. All dimensions are shown in feet and inches.
 2. All dimensions are shown to the centerline of the street.
 3. All dimensions are shown to the centerline of the easement.
 4. All dimensions are shown to the centerline of the utility.
 5. All dimensions are shown to the centerline of the easement.
 6. All dimensions are shown to the centerline of the utility.
 7. All dimensions are shown to the centerline of the easement.
 8. All dimensions are shown to the centerline of the utility.
 9. All dimensions are shown to the centerline of the easement.
 10. All dimensions are shown to the centerline of the utility.

HAMLET DEVELOPMENT



Bullion Place

Figure 1
 PROJECT: BULLION PLACE
 PREPARED BY: NMM
 DATE: AUGUST 12, 2022

REVISIONS:
 NO. DATE BY

SHEET NUMBER: **Exhibit B**

