

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

14034949 B: 11381 P: 8691 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. [21-14-251-011] Cell Tower

MA1542

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.

The approved Bullion Place Remedial Action Plan ("RAP"), dated October 21, 2021, indicated that all slag material within the redevelopment project would be removed and placed in a repository. The repository would be covered with a clean soil cap, and a site management plan, an Environmental Covenant ("EC"), and Covenants, Conditions, and Restrictions ("CC&Rs") would be prepared and implemented to prevent any future disturbance of the repository. At one portion of the Site, referred to as the Cell Tower area, a layer of slag was observed beneath the cell tower. This slag layer could not be removed as per the approved RAP without impacting the

structural stability of the cell tower. A RAP addendum dated June 22, 2022, was prepared, submitted to, and approved by the DERR which allows the slag to remain in place beneath six inches of gravel and a security fence and locking gate to limit site access to authorized personnel only. Once the Site is subdivided, the Cell Tower area lot will be lot D and will be owned and controlled by a separate owner (Hamlet Development Corporation) from the remaining Bullion Place, LLC development. A legal description is attached as Exhibit A. A Site map showing the Cell Tower area location is attached as Exhibit B. This Environmental Covenant only applies to the Cell Tower area. A separate EC was recorded to manage the repository.

The Bullion Place LLC, homeowners' association will not be involved with the Cell Tower area and the CC&Rs will not apply. The Owner will be responsible to implement a Cell Tower Site Management Plan ("SMP") and this EC to address the Cell Tower area. A SMP, dated September 14, 2022, was developed to define measures necessary to implement activity and use limitations and to manage the contaminated material that remains on the Cell Tower area above unrestricted land use levels. The SMP may be amended from time to time with the consent of the Holder, Owner, and Agency without amendment to this EC. The following engineering and institutional controls were implemented:

- restricting access to the Cell Tower area by installing a 6-foot-high chain link fence enclosing the Cell Tower area and preventing unauthorized access
- covering the entire Cell Tower area within the fenced area, including the access road, with 6 inches of compacted gravel, and
- covering the approximately 4:1 angled slope located west of the observed slag layer with a colored marker barrier, angular rock and gravel with boulders placed at the base of the fence. This engineering control will minimize erosion of the slope, maintain the rock cover on the slope, and to provide a visual and physical barrier to prevent potential exposure to the slag which remains in place in the subsurface.

Covering the Cell Tower area with a sufficient thickness (6 inches) of clean, compacted gravel will eliminate ingestion, dermal contact, or inhalation of the slag and/or impacted soils.

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 responsible for implementation of the Site Management Plan and will perform the obligations contained in the Site Management Plan, specifically the required annual inspections and compliance reports to be submitted to the Agency.

a. Maintenance Requirements. The Owner shall maintain the Cell Tower engineering controls 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 six-inch gravel Cap and boulder wall from being breached or damaged. Any potentially impacted soil encountered below the Cap will be managed following the SMP.

2. The Owner shall maintain the Cap, the marker barrier, and the security fencing. If the six-inch gravel Cap or boulder wall is disturbed the Owner 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 gravel Cap per the SMP. The Owner will repair all damages to the security fencing and locking gate as necessary to ensure the remedy remains in place.

3. The Owner shall inspect the Property following the Site Inspection and Verification of Controls procedures described in the SMP.

4. The Owner must report the general condition and any accidental breaches of the gravel Cap or security fencing and locking gate 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 commercial/industrial 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 Cell Tower area 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 Cell Tower area and that proper notification to DERR is made and documented, that the handling of potentially impacted soil and the replacement of the gravel Cap and security fencing 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 gravel Cap.

d. **Worker Health and Safety Requirements:** The Owner is responsible to inform any workers conducting work within the Cell Tower area 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.

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, 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 ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY 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 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 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 C00110
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.

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

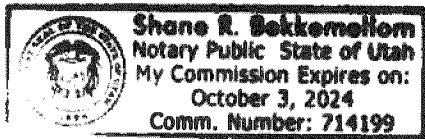
The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing environmental covenant pursuant to Utah Code Sections 57-25-102(2) and 57-25-104(1)(e).

Brent H. Everett
Brent H. Everett, Director
Division of Environmental Response and Remediation
Utah Department of Environmental Quality

26 October 2022
Date

State of Utah)
 : ss.
County of Salt Lake)

On this 26th day of October, 2022 appeared before me Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged to me that he executed the foregoing environmental covenant.



Shane R. Bekkemellom
Notary Public

Exhibit A

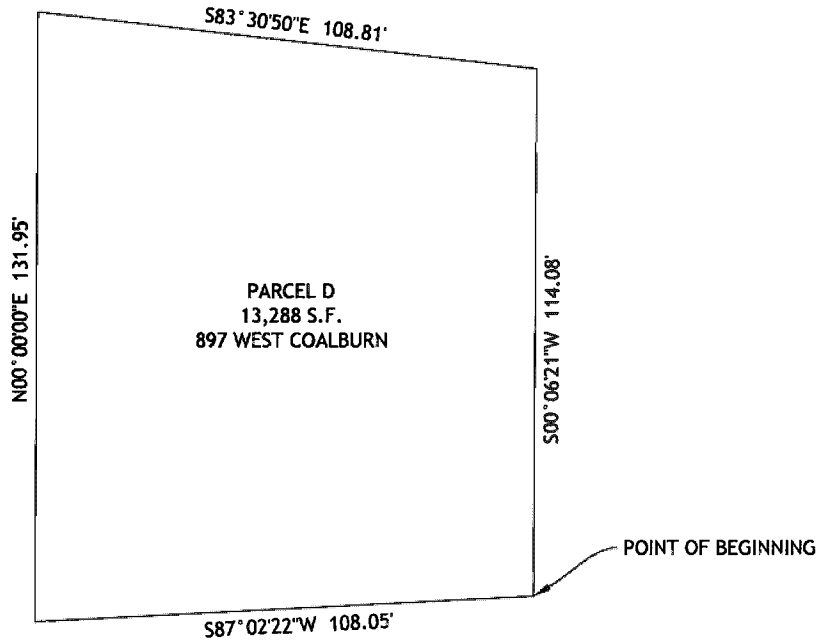
Legal Description

BULLION PLACE SUBDIVISION, PARCEL D LEGAL DESCRIPTION:

A PARCEL OF LAND BEING DESCRIBED AS THE ENTIRETY OF SPECIAL 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 THE SOUTHEAST CORNER OF PARCEL D, PROPOSED BULLION PLACE SUBDIVISION, SAID POINT BEING $N00^{\circ}12'39''W$ 661.58 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND $N90^{\circ}00'00''W$ 1687.21 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 14; AND RUNNING THENCE $S87^{\circ}02'22''W$ 108.05 FEET; THENCE $N00^{\circ}00'00''E$ 131.95 FEET; THENCE $S83^{\circ}30'50''E$ 108.81 FEET; THENCE $S00^{\circ}06'21''W$ 114.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,287 SQUARE FEET OR 0.305 ACRES IN AREA.



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SCALE: 1" = 40'



**BULLION PLACE
PARCEL D
LEGAL DESCRIPTION**

DATE:

07/15/2022

FIGURE:

EXHIBIT A

Exhibit B

Cell Tower Area Location Map



2812 East 30th Street, Salt Lake City, UT 84109
 (801) 242-4673
www.edmpartners.com



OWNER:
 Hamlet Development
 84 West 4800 South, Suite 100
 Murray, UT 84007
 801-242-8911

HAMLET DEVELOPMENT

- NOTES:**
1. All survey data is shown for informational purposes only and does not constitute a warranty of accuracy.
 2. All utility lines shown are approximate and should be verified by the contractor.
 3. All elevations are in feet above mean sea level.
 4. All private improvements shall conform to the applicable standards of the Utah Department of Transportation.
 5. Contractor to field locate and verify the location and vertical location of all utilities per applicable code.



Bullion Place

Call Towne Addendum Area Site Plan With Engineering Control.
PROJECT BY: KAP
DRAWN BY: KAP
REVIEWED BY: NDM
DATE: 07/21/22
NO. DATE: REMARKS

DATE: July 21, 2022
SHEET NUMBER:
Exhibit B

