

When Recorded Return To
Ms. Petra "Brandy" Farmer
Centro Civico Mexicano
155 South 600 West
Salt Lake City, Utah 84101

13938575 B: 11331 P: 8588 Total Pages: 10
04/25/2022 08:08 AM By: bmeans Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MS PETRA "BRANDY" FARMER
CENTRO CIVICO MEXICANO 155 SOUTH 600 WEST SALT LAKE CITY, UT 84101

With Copy To
Project Manager, Voluntary Cleanup Program Site ID #C101
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
P O Box 144840
Salt Lake City, UT 84114-4840

Tax Parcel APN#15-01-108-036.

ENVIRONMENTAL COVENANT

This environmental covenant is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101 et seq. (the "Utah Act"). Centro Civico Mexicano, a Utah non-profit corporation, entity no. 566357-0140 ("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). 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 on the Property under the authority of the Voluntary Cleanup Program, Title 19, Chapter 8 of the Utah Code Ann. that is administered by the Division of Environmental Response and Remediation ("DERR") in the Utah Department of Environmental Quality ("UDEQ"). The Property was enrolled into UDEQ's Voluntary Cleanup Program ("VCP") by Centro Civico Mexicano, and was assigned the VCP Site ID #C101. The Property was designated as the "Centro Civico Mexicano site; Parcel A."

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

Semi-volatile organic compounds ("SVOCs"), which include polycyclic aromatic hydrocarbons ("PAHs"), were reported in soils on the Property at varying locations and concentrations exceeding the EPA's Regional Screening Levels ("RSLs") for residential land use ("Cleanup Levels"). In addition, volatile organic compounds were identified in soil gas samples at concentrations that exceed the EPA's Vapor Intrusion Screening Levels ("VISLs") for residential properties.

A Remedial Action Plan (“RAP”) was developed for the site with the understanding that no immediate changes in land use, no excavations, or renovations or demolitions were planned. As impacted soils were identified to exceed Cleanup Levels across the Site, and no soil excavation was planned, the remedial action consisted of the maintenance of the existing hardscape to prevent contact with soils and installation of a vapor intrusion mitigation system consisting of a sub-slab depressurization system (“SSDS”) to prevent vapor intrusion into the building. The activity and use limitations memorialized in this environmental covenant are intended to prevent exposure to these soils and potential vapor intrusion.

3. Grantor. Centro Civico Mexicano, a Utah non-profit corporation, is the Grantor, and is also the Owner of the Property as defined in Paragraph 4, and a Holder as described in Paragraph 5, 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.

5. Holder. Centro Civico Mexicano, a Utah non-profit corporation, is also the grantee (“Holder”) of this environmental covenant as defined in Sections 57-25-102(6), 103(1), 103(3)(b). A Holder may enforce this environmental covenant. A Holder's obligations hereunder are limited to the specific provisions and the limited purposes described herein. A Holder may be removed and replaced through an amendment to this environmental covenant as described in paragraph 13. Subject to the provisions hereof, Holder's rights and obligations survive the transfer of the Property.

6. Agency. UDEQ 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 UDEQ. The Agency may enforce this environmental covenant. The Agency assumes no affirmative duties through the execution of this environmental covenant.

7. Administrative Record. The VCP site name is Centro Civico Mexicano, Parcel A, Voluntary Cleanup Program Site ID #C101, and the administrative record is on file with the DERR.

8. Activity and Use Limitations and Engineering Controls. As part of the environmental response project described above, the following activity and use limitations and engineering controls are imposed on the Property:

- a. Groundwater Use Limitations. Groundwater shall not be used for drinking water, irrigation or bathing purposes.
- b. Land Use Limitations. Land use at the Property is mixed use commercial/industrial with residential allowed above the ground floor. Uses of the ground floor will be consistent with the industrial/commercial worker exposure scenario as described in the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation, Parts A and B. The industrial/commercial worker exposure scenario is described as exposure to adults to incidental ingestion, inhalation, and dermal contact to hazardous constituents for a duration of 25 years at a frequency of 250 days/year for 8 hours/day. Uses that include managed care facilities, hospitals or any type of business that would require a caretaker to reside on the Property are not approved uses on the ground floor or below. Uses that would expose children to contaminants at the Property for extended periods of time (such as day care, school, and playground/play area facilities) are also not approved at ground level or below. Residential Land Use is prohibited below grade or at the ground level of the Property. If additional remedial action is taken that addresses impacts above the Cleanup Levels, the Owner may petition UDEQ for a change in land use evaluation.
- c. Maintenance of Hardscape. An asphalt surface completion or other hardscape surface covering the site, including the building, must remain in a condition such that soils at the site are not exposed.
- d. Vapor Mitigation System. A vapor intrusion mitigation system has been installed at the site in the form of a sub-slab depressurization system (“SSDS”), which must be operated and maintained continuously to prevent vapor intrusion of the contaminants found at the Property. After one year of continuous operation of the SSDS, the Owner may petition UDEQ to discontinue operation of the SSDS if the soil gas concentrations fall and stay below applicable vapor intrusion screening levels. Owner may petition UDEQ to discontinue operation of the SSDS by preparing and submitting a work plan proposing sampling to evaluate soil gas conditions and potential rebound of contamination to UDEQ for review and written approval. Owner must maintain and continuously operate the SSDS until Owner receives approval in writing from UDEQ, in its sole discretion, that it may discontinue operation.
- e. Site Management Plan. The Owner shall comply with the Site Management Plan dated November 22, 2021, as may be amended from time to time (“SMP”). The SMP is included in the Administrative Record described above. Key components of the SMP are summarized below:

1. The Owner must conduct inspections of the vapor mitigation system and the hardscape on the Property as detailed in the SMP.

2. The Owner must conduct an annual land use inspection as detailed in the SMP.

3. Future Development or Disturbances. The SMP describes steps that shall be taken if construction activities and other unforeseen events or disturbances that may result in disturbances to impacted soil. The Owner shall first develop and submit to the UDEQ for review and comment a work plan to properly characterize, handle and dispose of any soil potentially contaminated with PAHs in accordance with the SMP. Management of impacted soil leaving the Site must be consistent with all pertinent federal, state, and local environmental laws. Further, in accordance with the SMP, Owner must first submit a work plan to UDEQ for review and approval prior to any building demolition, building redesign, or change in land use anywhere on the Property.

4. Worker Health and Safety Requirements. The Owner shall inform any workers conducting work at the Property of the potential soil impacts that could be encountered at the Property boundaries. The Owner shall require contractors that work on the Property, and that could come into contact with soil impacts, to comply with the SMP and have a Health and Safety Plan that specifically addresses the tasks and potential contaminants that could be encountered and any appropriate procedures or personal protective equipment (“PPE”) that is required. It will be the contractor’s responsibility to ensure worker protection meets the Occupational Safety and Health Administration’s (“OSHA’s”) requirements.

f. Compliance Reporting. Owner or Holder shall submit written documentation to the UDEQ in a manner consistent with the SMP verifying that the activity and use limitations are being followed and the engineering controls remain in place.

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 shall not bar subsequent enforcement, and shall not be deemed a waiver of a right to take action to enforce any non-compliance. Nothing in this environmental covenant shall restrict 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 and Use Limitations and Engineering Controls,” such noncompliance shall constitute a change of use possibly subjecting the Property, Owner, Transferee and Grantor to additional remedies and/or actions.

10. Rights of Access. The right of ingress, egress and access to the Property is permanently granted to the Agency and the Holder and their respective contractors for necessary response actions, inspections, implementation and enforcement of this environmental covenant.

11. Notice upon Conveyance. Owner shall notify the Agency and Holder within *twenty* (20) days after each transfer of ownership of all or any portion of the Property. Owner's notice to the Agency and 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, ground lease, 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.

12. 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 17, 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.

13. Amendment or Termination. This environmental covenant may be amended or terminated pursuant to the Utah Act.

14. Effective Date, Severability and Governing Law. The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been recorded as a document of record for the Property with the 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.

15. 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.

16. Reimbursement of UDEQ's Costs. Owner and/or Holder shall reimburse UDEQ for technical reviews, inspections and other actions contemplated in this Environmental Covenant, performed by UDEQ pursuant to the enforcement of this Environmental Covenant or performed at the request of the Owner and/or Holder. Costs may be invoiced based on actual costs incurred by Agency or on the fee schedule approved by the legislature, or both as applicable.

17. 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 UDEQ:

Project Manager, Voluntary Cleanup Program Site ID #C101
Division of Environmental Response and Remediation
UDEQ
P.O. Box 144840
Salt Lake City, Utah 84114-4840

If to Centro Civico Mexicano:

Petra Farmer
President and CEO
Centro Civico Mexicano
155 South 600 West
Salt Lake City, Utah 84101

18. Governmental Immunity. In executing this 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 Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and 902 of the Governmental Immunity Act, as determined in a court of law.

CENTRO CIVICO MEXICANO, a Utah non-profit corporation, as Grantor, Owner and Holder




Petra Farmer
President and CEO

Petra E. Farmer

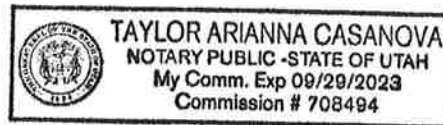
4-7-2022

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

On this 7 day of April, 2022 appeared before me, Petra Farmer, as Grantor, Owner and Holder herein, who, her identity and position been satisfactorily established to me, affirmed to me upon oath that the governing body of Centro Civico Mexicano, a Utah non-profit corporation, has authorized her to execute the foregoing environmental covenant, and did duly acknowledge in my presence having executed the same for the purposes stated therein.



Notary Public



UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

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

Brent H. Everett

12 April 2022

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

Date

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

On this 12th day of April, 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.

Arlene Rendon Lovato

Notary Public

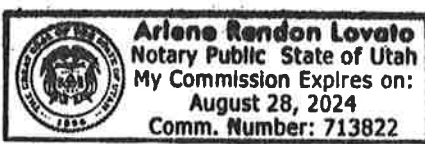


EXHIBIT A

Legal Description

CENTRO CIVICO MEXICANO

PARCEL 'A' DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY LINE OF 600 WEST STREET LOCATED N 00°01'00" W 173.25 FEET FROM THE SOUTHWEST CORNER OF BLOCK 64, PLAT "A", SALT LAKE CITY SURVEY; SAID POINT ALSO BEING LOCATED N 00°01'00" W ALONG THE MONUMENT LINE OF 600 WEST (BASIS OF BEARING) 237.24 FEET AND N 89°58'19"E 71.93 FEET FROM THE MONUMENT IN THE INTERSECTION OF 600 WEST AND 200 SOUTH STREETS; THENCE THE FOLLOWING 4 COURSES: N 89°58'19" E 165.00 FEET TO THE WESTERLY LINE OF McCARTHEY'S SUBDIVISION (BK. #2015P, PG. #128); THENCE ALONG SAID LINE N 00°00'50"W 221.82 FEET (N 00°00'25"W REC.) ; THENCE S 89°56'52" W 165.00 FEET TO THE EASTERLY LINE OF 600 WEST STREET; THENCE S 00°01'00" E 221.75 FEET TO THE POINT OF BEGINNING.

(CONTAINING 36,595 SQ.FT OR 0.840 ACRE)