ENTRY NO. 01063613
02/10/2017 01:38:25 PM B: 2396 P: 1748
Covenant PAGE 1/14
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 38.00 BY PARK CITY SCHOOL DISTRICT

When Recorded Return To:

Institutional Control Coordinator
EPR-SR
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202

Park City School District
2700 Kearns Blvd
Park City UT 84060

Parcel #: PCA-98-A-X

ENVIRONMENTAL COVENANT

Pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101 et seq., (the Utah Act) the Board of Education of Park City School District, a public corporation of the State of Utah (Grantor) makes and imposes this Environmental Covenant upon the Property more particularly described in Exhibit A attached hereto, subject to the terms and conditions stated herein.

1. Notice. Notice is hereby given that the Property is or may be contaminated with hazardous substances as described below and, therefore, this Environmental Covenant must be imposed to mitigate the risk to the public health, safety and the environment.

2. Environmental Response Project. Elevated levels of lead have been found within the boundaries operable unit 1 (OU1) of the Uintah Mining District Site (Site) in Park City, Summit County, Utah, at 2530 Kearns Blvd., Park City, Utah. Pursuant to an Action Memorandum dated September 10, 2015, and as amended on July 12, 2016, the U.S. Environmental Protection Agency (EPA) completed a removal action at the Site to excavate contaminated material and provide a 6 inch cap of clean fill under the authority of the Comprehensive Environment Response Compensation and Liability Act of 1980. The Environmental Covenant outlined herein is necessary to fully implement the removal action selected in the Action Memorandum.

3. Grantor. Board of Education of Park City School District, a public corporation of the State of Utah, is the Grantor of this Environmental Covenant and is also an Owner as defined in Paragraph 4.

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. Consistent with Paragraph 9 of this Environmental Covenant, the obligations of the Owner are imposed on 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 (the "Transferees").

5. Holder. The Board of Education of Park City School District is the Holder of this Environmental Covenant. The Holder may enforce this Environmental Covenant. The Holder shall not incur liability under state law or otherwise solely by virtue of being a holder under this Environmental Covenant. Pursuant to the Utah Act, a Holder may also be an Owner.

6. Agency. The EPA and the Utah Department of Environmental Quality (DEQ) each enter into this Environmental Covenant as an Agency as defined in Section 57-25-102(2) of the Utah Act. EPA and DEQ may be referred to herein collectively as the "Agencies". The Agencies may enforce this Environmental Covenant. The Agencies assume no affirmative duties through the execution of this Environmental Covenant.

7. Administrative Record. The administrative record for this environmental response project is the Uintah Mining District Superfund Site Administrative Record, Site ID# A8K3, CERLIS No. UTN000801643.The Site record is available by appointment for public inspection at the following information repository:

EPA Superfund Records Center – Region 8
1595 Wynkoop Street
Denver, CO 80202-1129
(303) 312-7273

8. Activity and Use Limitations.

8.1 Use Limitations

The Property is hereby affected by the following use restrictions:

a. Restriction on Surface Disturbance.

Any portion of the top 6 inches of soil that is disturbed via any activity, including landscaping, must be replaced with soils containing 200 mg/kg lead or less within 30 days and must be planted with grass or other suitable vegetation to prevent erosion within 60 days unless a written waiver is obtained from DEQ.

b. Restriction on Planting

All flower or vegetable planting beds at grade shall be clearly defined with edging material to prevent edge drift and shall have a minimum depth of twenty four inches of 200 mg/kg lead or less topsoil. Such topsoil shall extend twelve inches beyond the edge of the flower or vegetable planting bed.

All flower or vegetable planting beds above grade shall extend a minimum of sixteen inches above the grade of the six inches of approved topsoil and shall contain six inches of 200 mg/kg or less lead topsoil cover and shall contain only 200 mg/kg lead or less topsoil.

All shrubs planted on the Property after the removal action shall be surrounded by 200 mg/kg lead or less topsoil for an area, which is three times bigger than the rootball and extends six

inches below the lowest root of the shrub at planting. All trees planted on the property after the completion of the removal action shall have a minimum of eighteen inches of 200 mg/kg lead or less topsoil around the rootball with a minimum of twelve inches of 200 mg/kg lead or less topsoil below the lowest root of the tree.

c. Restriction on New Construction

Within 30 days of the conclusion of any construction or landscaping activity, any area that is disturbed by any construction or landscaping activity on the Property not covered by structures or other paved surfaces must be capped with 6 inches of soil which test below 200 mg/kg of lead or less.

d. Disposal or Removal of Soil From Property

Unless Owner submits to UDEQ and receives approval of a soils disposal plan, any soil disturbed on the Property that is not capped as described in subparagraph c above must be sampled and characterized with representative sampling and tested at a State Certified Laboratory. Soils that fail the Toxic Characteristic Leaching Procedure (TCLP) must be managed as hazardous waste and disposed of within a Utah Department of Environmental Quality permitted facility. Soils not failing the TCLP standards may remain on the Property or be disposed within a non-hazardous landfill facility.

e. No soils generated within the Property are allowed to be exported for use as fill outside the Property.

9. Running with the Land. This Environmental Covenant shall run with the land, pursuant to and subject to the Utah Act and Utah Code Ann. Section 57-25-105.

10. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Utah Act or Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9607. 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 noncompliance. Nothing in this Environmental Covenant shall restrict the Agencies from exercising any authority under applicable law.

11. Rights of Access. The right of access to the Property is granted to the Holder, the Agencies, and their representatives for necessary response actions, inspections, implementation and enforcement of this Environmental Covenant.

12. Notice upon Conveyance. The Owner shall notify the Agencies and the Holder within 10 days prior to each conveyance of an interest in any portion of the Property. Owner's notice to the Agencies and the 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, 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 number, book and page number at which this document is recorded in the records of the Washington County Recorder, in the State of Utah.

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

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

a. that the Grantor is the sole owner of the Property;

b. that the Grantor holds fee simple title to the Property subject to the encumbrances listed in Exhibit B;

c. that the Grantor 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 Grantor has identified all other persons that own an interest in or hold an encumbrance on the Property, 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 Grantor is a party or by which Grantor may be bound or affected;

15. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Utah Act. Grantor waives the right to consent to amendment and termination and also consents to the recording of any instrument related thereto if Grantor is not the Owner at the time of the amendment or termination.

16. Effective Date, Severability and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant is recorded as a document of record for the Property with the Summit 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.

17. Recordation and Distribution of Environmental Covenant. Within 10 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 Summit County Recorder's Office. The Grantor shall distribute a file and date stamped copy of the recorded Environmental Covenant to the Agencies.

18. Notice. Unless otherwise notified in writing by or on behalf of any of the Agencies, the Grantor, the Owner, or the Holder, 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

DEQ:

Division of Environmental Response and Remediation
CERCLA Site Assessment Section Manager
Department of Environmental Quality
P.O. Box 144840
Salt Lake City, Utah 84114-4840

GRANTOR, OWNER, AND HOLDER:

Park City School District
Attn: Business Administrator
2700 Kearns Blvd.
Park City, Utah 84060

19. Governmental Immunity. In executing this covenant, DEQ,EPA and the board of Education of Park City School District (in its capacity as Grantor, Holder and Owner) do 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 (State) or EPA, its agencies, successors, departments, agents, and employees 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 5725109 and 5725110 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 under Section 63G7301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G7101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Utah Code Ann. Sections 63G7202 and 902, as determined in a court of law.

20. Payment of DEQ's Costs. Owner shall reimburse DEQ for technical reviews, inspections and other actions, performed by DEQ pursuant to the enforcement of this Environmental Covenant or performed at the request of the Owner.

The undersigned representatives of the Board of Education of Park City School District, Grantor, Owner, and Holder herein represents and certifies that it is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

The Board of Education of Park City School District

By: Tania Knauer
Name: Tania Knauer
Title: President

12/6/2016
Date

STATE OF UTAH)
: ss.
COUNTY OF Summit)

On this 6 day of December, 2016, appeared before me, Tania Knauer of the Park City School District, the Grantor, Owner, and Holder herein, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body the Board of Education, Park City School District, has authorized him/her to execute the foregoing Environmental Covenant, and did duly acknowledge before me having executed the same for the purposes stated herein.

Lori Pearce
NOTARY PUBLIC

NOTARY PUBLIC
LORIE PEARCE
691470
COMMISSION EXPIRES
NOVEMBER 6, 2020
STATE OF UTAH

The Board of Education of Park City School District

By: _____ 12/6/16
Name: Todd Hauber Date
Title: Business Administrator

STATE OF UTAH)
: ss.
COUNTY OF Summit)

On this 6 day of December, 2016, appeared before me, Todd Hauber of the Park City School District, the Grantor, Owner, and Holder herein, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body the Board of Education, Park City School District, has authorized him/her to execute the foregoing Environmental Covenant, and did duly acknowledge before me having executed the same for the purposes stated herein.

_____
NOTARY PUBLIC

NOTARY PUBLIC
LORIE PEARCE
691470
COMMISSION EXPIRES
NOVEMBER 6, 2020
STATE OF UTAH

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

10 January 2017
Date

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

On this 10th day of January, 2017 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 before me that he executed the foregoing Environmental Covenant.

SHANE R. BEKKEMELLOM
Notary Public State of Utah
My Commission Expires on:
October 3, 2020
Comm. Number: 690398

Shane R. Bekkemellom
Notary Public

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

David Ostrander, Director
Emergency Response and Preparedness Program
U.S. EPA Region 8

1/18/17
Date

The foregoing instrument was acknowledged before me in the State of Colorado, City and County of Denver, this 18th day of January, 2017.

by David Ostrander, Director, Emergency Response and Preparedness Program.

(Notary's Official Signature)

ELLEN PAUL WELLS
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification # 20144025517
My Commission Expires 6/27/2018

06/27/2018

(Commission Expiration)

Appendix C

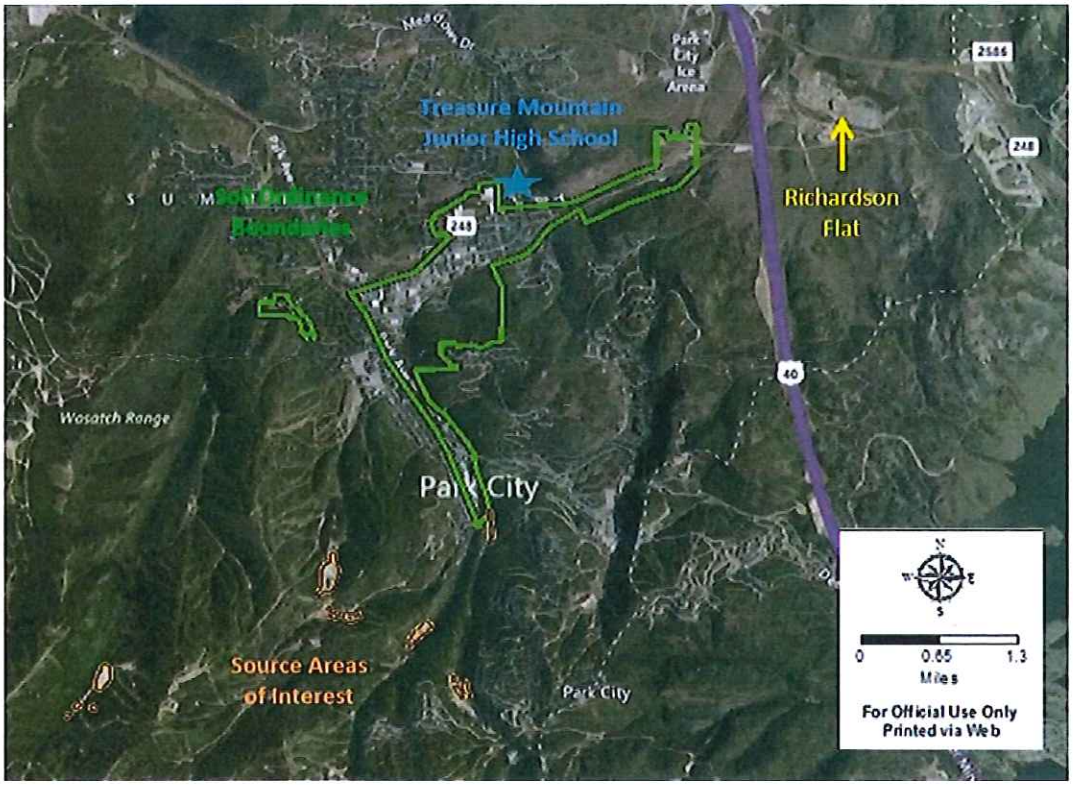

Treasure Mountain
Junior High School
Richardson
Flat
Wasatch Range
Park City
Source Areas
of Interest
Park City
0
0.65
1.3
Miles
For Official Use Only
Printed via Web

EXHIBIT A

Beginning at the Southwest corner of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 0°18'38" East along the section line 2094.98 feet; thence South 89°41'22" East 322.59 feet; thence South 30°06'00" East 135.50 feet; thence South 7°39'03" East 239.50 feet; thence South 29°20'53" East 701.07 feet; thence South 28°55'47" East 842.01 feet; thence South 52°48'40" East 181.41 feet; thence due South 219.86 feet to a point on the Northerly right-of way line of State Highway U-248; thence along said Northerly right-of-way line South 84°16'00" West 1336 feet to a point on the West line of Section 10, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 0°04'58" East along said section line 72.40 feet to the point of beginning. PCA-98-A-X

Less and excepting therefrom that portion conveyed to the Utah Department of Transportation in Quit Claim Deed recorded June 8, 1999 as Entry No. 541103 in Book 1264 at page 720, records of Summit County, Utah, and more particularly described as follows:

A parcel of land in fee for the widening of the existing highway State Route 248 known as Project No. STP-0248(2)3, being part of an entire tract of property, situate in the SW1/4SW1/4 of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the Northerly right-of-way line of existing Highway State Route 248, 45.22 feet perpendicularly distant Northerly from the control line of said project at engineers station 12+013.849, which point is 72.40 feet South 0°04'58" West along the quarter section line and 801.64 feet North 84°16'00" East from the South quarter corner of said section; and running thence North 5°08'41" West 25.84 feet to a point 70.61 feet perpendicularly distant Northerly from said control line; thence North 86°14'47" East 421.10 feet to a point 62.83 feet perpendicularly distant Northerly from said control line; thence South 5°44'03" East 11.30 feet to a point in said Northerly right-of-way line, which point is 51.96 feet perpendicularly distant Northerly from said control line; thence South 84°16'00" West 421.11 feet to the point of beginning.

Also, less and excepting therefrom that portion conveyed to the Utah Department of Transportation in Quit-Claim Deed recorded June 8, 1999 as Entry No. 541104 in Book 1264 at page 722, records of Summit County, Utah, and more particularly described as follows:

A parcel of land in fee for the widening of the existing highway State Route 248 known as Project No. STP-0248(2)3, being part of an entire tract of property, situate in the SW1/4SW1/4 of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the Northerly right-of-way line of existing Highway State Route 248, 53.46 feet perpendicularly distant Northerly from the control line of said project at engineers station12+160.107, which point is 72.40 feet South 0°04'58" West along the quarter section line and 1,282.67 feet North 84°16'00" East from the South quarter corner of said section; and running thence North 5°43'59" West 9.22 feet to a point 62.25 feet perpendicularly distant Northerly from said control line; thence North 86°14'47" East 54.03 feet to the 40-acre line of said section at a

point 61.90 feet perpendicularly distant Northerly from said control line; thence South 7.39 feet along said 40-acre line to a point in said Northerly right-of-way line, which point is 54.71 feet perpendicularly distant Northerly from said control line; thence South 84°16'00" West 53.26 feet to the point of beginning.

4827-9297-9008, v. 1

EXHIBIT B

1. Reservation unto Henry Spriggs Company, a Utah corporation, one-half of the mineral and mineral rights, mines and mining rights within and underlying the surface of said property, as reserved in that certain Warranty Deed recorded April 2, 1954 as Entry No. 83735 in Book U at page 410, records of Summit County, Utah.

2. Right-of-Way and Easement Grant in favor of Mountain Fuel Supply Company, recorded January 14, 1982 as Entry No. 187547 in Book 208 at page 416, records of Summit County, Utah.

3. Grant of Easement in favor of Snyderville Basin Sewer Improvement District, recorded August 2, 1984 as Entry No. 223535 in Book 310 at page 3, records of Summit County, Utah.

4. Right-of-Way in favor of Park City Municipal Corporation as evidenced by Special Warranty Deed recorded October 1, 1985 as Entry No. 239564 in Book 356 at page 331, records of Summit County, Utah.
   Partial Vacation of Easement recorded February 12, 1987 as Entry No. 265354 in Book 418 at page 155, and re-recorded March 13, 1987 as Entry No. 267920 in Book 423 at page 265, records of Summit County, Utah.

5. Grant of Easement in favor of Snyderville Basin Sewer Improvement District, recorded August 5, 1986 as Entry No. 255526 in Book 394 at page 364, records of Summit County, Utah.

6. Water Well, Pipeline, Access and Protection Zone Easement Agreement by and between Park City Municipal Corporation and the Park City School District, recorded April 14, 1989 as Entry No. 306918 in Book 518 at page 315, records of Summit County, Utah
   Quit-Claim Deed executed by Park City Municipal Corporation, as Grantor, and Park City School District, as Grantee, transferring all of Grantor's right, title and interest in and to the above-mentioned agreement, and recorded June 28, 1989 as Entry No. 309748 in Book 526 at page 43, records of Summit County, Utah.

7. Water Well, Pipeline, Access and Protection Zone Easement Agreement by and between Park City Municipal Corporation and the Park City School District, recorded June 28, 1989 as Entry No. 309749 in Book 526 at page 47, records of Summit County, Utah.

8. Grant of Easement in favor of Snyderville Basin Sewer Improvement District, recorded November 14, 1994 as Entry No. 419083 in Book 850 at page 191, records of Summit County, Utah.

9. Grant of Easement for Construction and Maintenance of Wastewater Collection and Transportation Pipelines and Appurtenances, in favor of Snyderville Basin Water Reclamation District, and recorded June 4, 2010 as Entry No. 899928 in Book 2034 at page 1473, records of Summit County, Utah.

10. Grant of Access Easement for Access to Wastewater Collection and Transportation Pipelines and Appurtenances, in favor of Snyderville Basin Water Reclamation District, and recorded March 31, 2011 as Entry No. 919949 in Book 2075 at page 930, records of Summit County, Utah.

11. Exclusive Easement and Non-exclusive Pipeline Easement Grant in favor of Questar Gas Company, recorded January 2, 2013 as Entry No. 960684 in Book 2164 at page 1110, records of Summit County, Utah.

12. Encumbrances, easements, or claims of easements not shown in the Public Records.

4828-7686-5088, v. 1