

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2011 AUG 26 AM 10:44

FILED
EPA REGION VIII
HEARING CLERK

IN THE MATTER OF:)
)
Bountiful/Woods Cross/)
5th South PCE Plume NPL Site)
Bountiful, West Bountiful, and)
Woods Cross, Davis County, Utah)
SSID #08-8G; OU#02)
)
Security Investment Ltd.)
)
SETTLING PARTY)
_____)

U.S. EPA Region 8
CERCLA Docket No. CERCLA-08-2011-0015

PROCEEDING UNDER SECTION
122(h)(1) OF CERCLA
42 U.S.C. § 9622(h)(1)

ADMINISTRATIVE SETTLEMENT AGREEMENT FOR ACCESS

I. JURISDICTION

1. This Administrative Settlement Agreement (“Settlement Agreement”) is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and further delegated, through a series of intermediate delegations, to the undersigned representatives of EPA. This Settlement Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States.

2. This Settlement Agreement is made and entered into by Security Investment Ltd. (“Settling Party”) and EPA. Settling Party consents to and will not contest the authority of the United States to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Bountiful/Woods Cross 5th South PCE Plume Site (“Site”) located in Bountiful, West Bountiful, and Woods Cross, Utah. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future.

5. EPA’s studies at the Site have determined that a tetrachloroethylene (PCE)-contaminated groundwater plume (PCE Plume), from past dry cleaning operations at 344 South 500 West in Bountiful, extends from the source west under the Holly Refinery property to beyond 1100 West Street in West Bountiful and then under Settling Party’s property. The PCE Plume is designated as Operable Unit 2 (“OU 2”) at the Site.

6. In September 2007 EPA issued, with Utah Department of Environmental Quality (UDEQ) concurrence, the Record of Decision for the cleanup of OU2. The cleanup plan included a groundwater extraction and treatment system that proposed placing extraction wells west of 1100 West Street in West Bountiful and 2 extraction wells and the treatment buildings on Holly Refinery property.

7. In performing response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.

8. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

9. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

10. This Settlement Agreement shall be binding upon and inure to the benefit of EPA and the Settling Party and its respective successors and assigns. Any change in ownership or corporate or other legal status of Settling Party, including, but not limited, to any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the Parties represented by him or her.

IV. STATEMENT OF PURPOSE

11. By entering into this Settlement Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Party to provide EPA and UDEQ long term access for construction, operation, and maintenance of the PCE plume pump and treat infrastructure and to resolve its alleged civil liability under Sections 106 and 107 of CERCLA,

42 U.S.C. §§ 9606 and 9607, with regard to the Site, as provided in the Covenant Not to Sue by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX.

V. DEFINITIONS

12. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVIII.
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.
- e. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.
- f. "Parties" shall mean EPA and the Settling Party.
- g. "Property" shall mean that portion of the Site that is owned by Settling Party. The Property is located at approximately 500 South 1100 West in West Bountiful, Davis County, Utah.

h. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq. (also known as the Resource Conservation and Recovery Act).

i. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

j. "Settlement Agreement" shall mean this Administrative Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

k. "Settling Party" shall mean Security Investment Ltd., a Utah Limited Partnership.

l. "Site" shall mean the Bountiful/Woods Cross 5th South PCE Plume Superfund site, encompassing approximately 400 acres, located at approximately 750 S to 300 N, and from 500 West to 1400 West in Bountiful, West Bountiful, and Woods Cross, Davis County, Utah, including, without limitation, the fullest extent of the PCE groundwater plume on and off the Property.

m. "UDEQ" shall mean the Utah Department of Environmental Quality and any successor departments, agencies, or instrumentalities of the State of Utah.

n. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

VI. ACCESS

13. Settling Party understands that components of the remedy for OU 2 of the Site will require construction, operation, and maintenance of OU 2 remedy features including extraction wells and pipeline on the Property for over 60 years. The Parties have agreed to the initial placement of those remedy features as shown on the map in Appendix A and described in

the survey also shown in Appendix A. Commencing upon the effective date of this Settlement Agreement, Settling Party agrees to provide EPA and UDEQ, and their representatives and contractors unlimited access to the Property. EPA agrees that, to the maximum extent practicable, remedy components, such as the extraction well and pipeline, shall be placed within the storm drain easements shown on Appendix A.

14. Environmental Covenant

a. Settling Party agrees to execute an environmental covenant, pursuant to the provisions of Section 57-25-101 et seq., Utah Code Ann. that provides EPA and UDEQ access as set out above in Paragraph 13, and contains the following activity and use restriction:

i. Settling Party agrees to refrain from using the Property in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions performed or to be performed at the Site.

b. Settling Party shall, within 45 days of entry of this Consent Decree, submit to EPA and UDEQ for review and approval with respect to the Property:

i. A draft environmental covenant, in substantially the form attached hereto as Appendix B.

c. Within 15 days of EPA's approval and acceptance of the environmental covenant, Settling Party shall execute the environmental covenant and provide the executed environmental covenant to EPA.

d. Settling Party shall assist EPA in obtaining the release or subordination of prior liens and encumbrances.

e. Once signed by the State, EPA shall record, in the Recorder's Office of Davis County, State of Utah, the fully executed environmental covenant.

15. EPA shall provide Settling Party with a copy of the original recorded environmental covenant showing the clerk's recording stamps.

16. Notwithstanding any provision of this Settlement Agreement, the United States retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

17. In addition to any other remedies or sanctions available to the United States by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to comply with any term or condition of this Settlement Agreement, it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

VIII. COVENANT NOT TO SUE BY EPA

18. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Property. With respect to present and future liability, this covenant shall take effect upon the Effective Date. This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. This covenant not to sue extends only to Settling Party and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

19. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 18. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Party with respect to:

- a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon Settling Party's ownership or operation of the Site, or upon Settling Party's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Settling Party; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

20. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

X. COVENANT NOT TO SUE BY SETTLING PARTY

21. Settling Party agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 23 (Waiver of Claims) and Paragraph 26 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 19(c) - (e), but only to the extent that Settling Party's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

22. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

23. Settling Party agrees not to assert any claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

24. Except as provided in Paragraph 23, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

25. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Party is entitled, as of the effective date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Property, by the United States or any other person. The "matters addressed" in this Settlement Agreement do not

include those response costs or response actions as to which EPA has reserved its rights under this Settlement Agreement (except for claims for failure to comply with this Settlement Agreement), in the event that EPA asserts rights against Settling Party coming within the scope of such reservations. In the event that Settling Party's waiver of claims becomes inapplicable in accordance with Paragraph 23, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for "matters addressed" as defined above.

26. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been addressed in this Settlement Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by EPA set forth in Section VIII.

XII. ACCESS TO INFORMATION

27. Settling Party shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

28. Confidential Business Information and Privileged Documents.

a. Settling Party may assert business confidentiality claims covering part or all of the records submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Party that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Party.

b. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege in lieu of providing records, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged portion only. Settling Party shall retain all records that it claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

29. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or

engineering data, or any other documents or information evidencing conditions at or around the Site.

XIII. RETENTION OF RECORDS

30. Until 10 years after the effective date of this Settlement Agreement, Settling Party shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions or response costs at or in connection with the Site, regardless of any corporate retention policy to the contrary.

31. After the conclusion of the document retention period in the preceding Paragraph, Settling Party shall notify EPA at least 90 days prior to the destruction of any such records, and, upon request by EPA, Settling Party shall deliver any such records to EPA. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record will be provided to EPA in redacted form to mask the privileged portion only. Settling Party shall retain all records that it claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

XIV. CERTIFICATION

32. Settling Party hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the state or the filing of a suit against it regarding the Site and that it has fully complied with any and all EPA requests for documents or information regarding the Site and Settling Party's financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927.

XV. NOTICES AND SUBMISSIONS

33. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Party.

As to EPA: Site Attorney
 Bountiful/Woods Cross/5th South PCE Plume NPL Site
 Mail Code: 8ENF-L
 U.S. Environmental Protection Agency,
 Region 8
 1595 Wynkoop Street
 Denver, CO 80202-1129

Remedial Project Manager
Bountiful/Woods Cross/5th South PCE Plume NPL Site
Mail Code: 8EPR-SR
U.S. Environmental Protection Agency,
Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

As to Settling Party:

Security Investment Ltd.
Attn: Alice S. Johnson or Mary S. Hepworth, General Partners
P.O. Box 190
Bountiful, Utah 84011-0190

XVI. INTEGRATION/APPENDICES

34. This Settlement Agreement and its appendices constitute the final, complete and exclusive Settlement Agreement and understanding between the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

Appendix A is the map showing the initial placement of the Remedy features on the Property and the survey of the Property.

Appendix B is the draft environmental covenant.

XVII. PUBLIC COMMENT

35. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVIII EFFECTIVE DATE

36. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 35 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Settlement Agreement.

IT IS SO AGREED:


Security Investment Ltd.


By: *Alice S. Johnson* 10-8-10
Alice S. Johnson, General Partner Date
P.O. Box 190
Bountiful, Utah 84011-0190
801-295-3351


And
By: *Mary S. Hepworth* 10/8/10
Mary S. Hepworth, General Partner Date
P.O. Box 190
Bountiful, Utah 84011-0190
801-295-3351

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FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 8

By:  6/2/11
Date
Bill Murray, Director
Superfund Remedial Response Program
Office of Ecosystems Protection and Remediation
U.S. Environmental Protection Agency, Region 8

By:  6/23/11
Date
Matthew D. Cohn, Legal Supervisor
Legal Enforcement Program
Office of Enforcement, Compliance, and Environmental Justice
U.S. Environmental Protection Agency, Region 8

By:  6/16/11
Date
Kelcey Lana, Director
Technical Enforcement Program
Office of Enforcement, Compliance, and Environmental Justice
U.S. Environmental Protection Agency, Region 8

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FOR THE U.S. DEPARTMENT OF JUSTICE

By: *Igracia S. Moreno*
Igracia S. Moreno
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington D.C. 20530

8/24/4
Date

ACCESS AGREEMENT SURVEY

SEVERAL PARCELS LOCATED A PART OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B.&M. DAVIS COUNTY, UTAH

AS SURVEYED DESCRIPTIONS

BEGINS AT A POINT WHICH IS SOUTH 00°02'56" EAST 1182.92 FEET ALONG SECTION LINE (BASIS OF BEARING 264.653' SECTION MON. TO SECTION MON.) FROM THE CENTER OF SECTION 23 (AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE) TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE ALONG THE SOUTHERLY BOUNDARY OF MILL CREEK MEADOWS SUBDIVISION THE FOLLOWING 3 COURSES: (1) EAST, A DISTANCE OF 806.53 FEET; (2) NORTH 00°02'57" WEST, A DISTANCE OF 85.00 FEET; (3) SOUTH 89°50'55" EAST, A DISTANCE OF 700.96 FEET TO THE WESTERLY BOUNDS OF DAVIS COUNTY PARCEL; THENCE SOUTH 00°03'33" WEST, ALONG SAID PARCEL, AMONG OTHER ADJACENTS DISTANCE OF 749.54 FEET; THENCE NORTH 89°48'22" EAST, GENERALLY ALONG A WIRE FENCE A DISTANCE OF 107.62 FEET TO THE WESTERLY R.O.W. OF 100 WEST STREET; THENCE SOUTH 00°14'24" EAST ALONG SAID R.O.W., A DISTANCE OF 109.33 FEET TO ADJACENT; THENCE NORTH 89°51'53" WEST, GENERALLY ALONG A WIRE FENCE A DISTANCE OF 2,582.73 FEET MORE OR LESS TO ADJACENT; THENCE NORTH 00°08'07" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°51'53" EAST, A DISTANCE OF 271.82 FEET TO DESCRIBED ABOVE QUARTER SECTION LINE; THENCE NORTH 00°02'56" WEST, ALONG SECTION LINE, A DISTANCE OF 657.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.65 ACRES, MORE OR LESS.

TOGETHER WITH AN EXISTING MILL CREEK R.O.W. EASEMENT DESCRIPTION BOOK 3862 PAGE 862

BEGINNING AT A POINT WHICH IS SOUTH 00°02'56" EAST 1182.92 FEET ALONG SECTION LINE (BASIS OF BEARING 264.653' SECTION MON. TO SECTION MON.) FROM THE CENTER OF SECTION 23 (AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE) TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE EAST, ALONG MILL CREEK MEADOWS SUB., A DISTANCE OF 806.53 FEET; THENCE NORTH 00°02'57" WEST ALONG SAID SUB. BOUNDARY, A DISTANCE OF 10.00 FEET TO THE POINT OF A NON-FAMOUS CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 00°19'50" EAST, A RADIAL DISTANCE OF 225.00 FEET ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 28°54'41", A DISTANCE OF 113.56 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 390.41 FEET AND A CENTRAL ANGLE OF 28°53'51"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 192.80 FEET TO THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION; THENCE SOUTH 89°50'55" EAST, A DISTANCE OF 464.08 FEET TO THE WESTERLY BOUNDARY OF DAVIS COUNTY PARCEL; THENCE SOUTH 00°03'33" WEST, ALONG SAID PARCEL, A DISTANCE OF 85.00 FEET; THENCE NORTH 89°50'55" WEST, A DISTANCE OF 464.29 FEET TO THE POINT OF A CURVE OF TANGENCY TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 00°02'56" EAST, A RADIAL DISTANCE OF 306.44 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 28°50'00", A DISTANCE OF 153.17 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET AND A CENTRAL ANGLE OF 28°23'01"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 154.65 FEET; THENCE WEST, A DISTANCE OF 876.70 FEET; THENCE NORTH 00°02'56" EAST, A DISTANCE OF 285.81 FEET; THENCE EAST, A DISTANCE OF 20.00 FEET TO DESCRIBED ABOVE QUARTER SECTION LINE; THENCE SOUTH 00°02'56" EAST, A DISTANCE OF 210.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.03 ACRES, MORE OR LESS.

ALSO TOGETHER WITH AN EXISTING MILL CREEK R.O.W. EASEMENT DESCRIPTION BOOK 4356 PAGE 1158

BEGINNING AT A POINT WHICH IS SOUTH 00°02'56" EAST 1257.92 FEET ALONG SECTION LINE (BASIS OF BEARING 264.653' SECTION MON. TO SECTION MON.) AND WEST 20.00 FEET FROM THE CENTER OF SECTION 23 (AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE) TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE NORTH 89°50'55" WEST, A DISTANCE OF 355.53 FEET TO THE EASTERLY BOUNDARY LINE OF THE BUREAU OF RECLAMATION 90 FOOT WIDE EASEMENT AS DESCRIBED IN BOOK 81 PAGE 654 OF DAVIS COUNTY RECORDS; THENCE NORTH 31°18'00" WEST, ALONG SAID BOUNDARY LINE A DISTANCE OF 152.97 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 58°11'50" EAST, A RADIAL DISTANCE OF 47.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 58°12'00", A DISTANCE OF 47.75 FEET; THENCE EAST, A DISTANCE OF 345.51 FEET; THENCE SOUTH 00°02'56" EAST, A DISTANCE OF 87.00 FEET, TO POINT OF BEGINNING.

CONTAINING 0.86 ACRES, MORE OR LESS.

SURVEYOR'S NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF PACIFIC WESTERN TECHNOLOGIES ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, FOR THE PURPOSE TO SURVEY THE BOUNDARIES OF SECURITY INVESTMENTS PARCEL, SHOWN HEREON OVER ALL DESCRIPTION, AND PURPOSE FOR ACCESS ACROSS THE SAID AREA SHOWN.

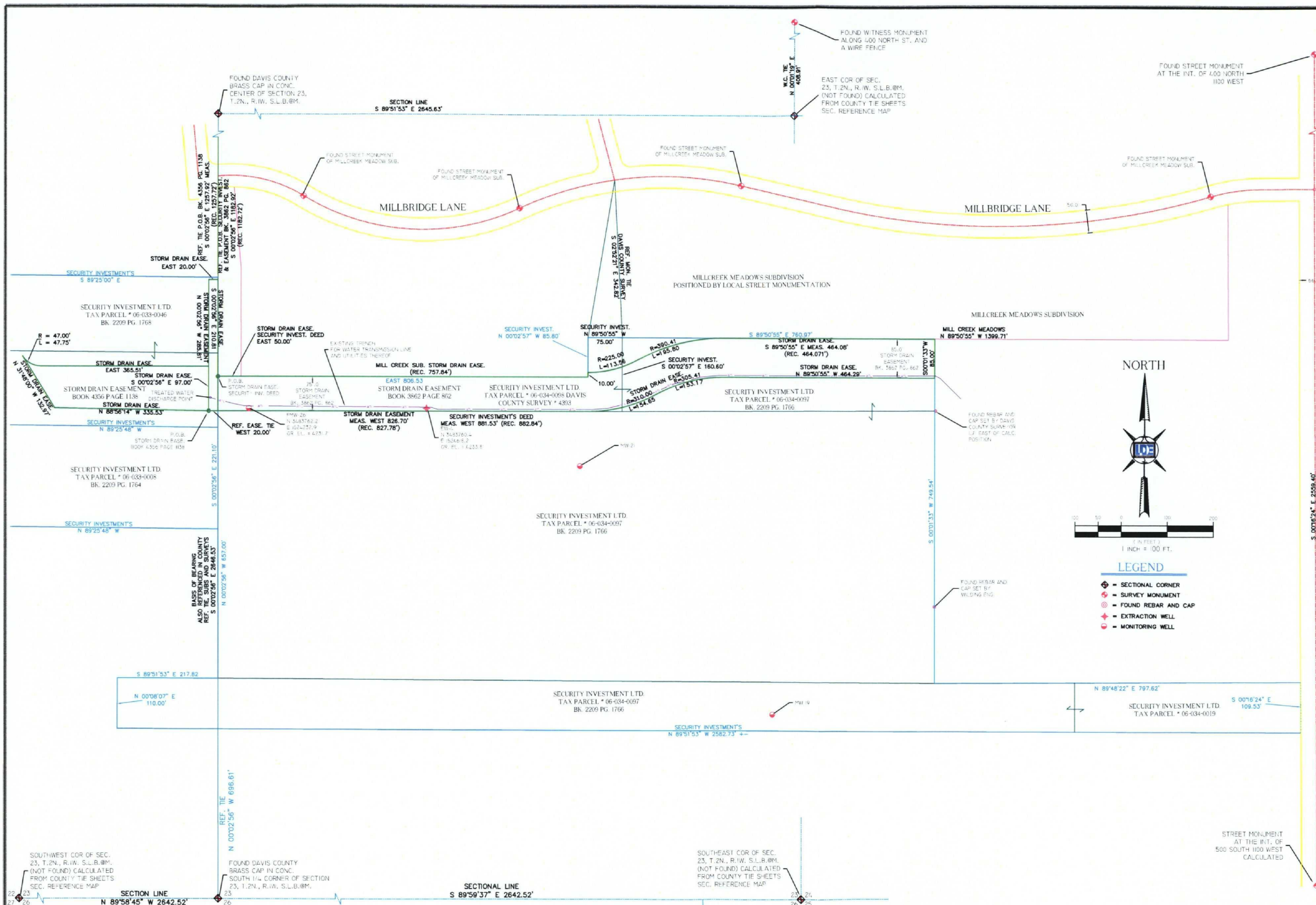
BEARINGS SHOWN ARE BASED ON LOCAL BASIS OF BEARING OF S 00°02'56" E, THIS HAS DERIVED FROM THE FOUND SECTIONAL MONUMENTS ALONG THE CENTER OF SECTION 23, AS SHOWN ON COUNTY RECORDS, SURVEYS, SUR PLATS, AND CONCORDS WITH AREA DEEDS AND IMPROVEMENTS. NO PROPERTY CORNERS HAVE BEEN SET. SOME ADJUSTMENTS HAVE BEEN MADE ON RECORD CALLS FROM THOSE DESCRIPTIONS OF RECORD.

NOTE:

1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES RESTRICTIVE COVENANTS OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS, CONFLICTS, OR DISCREPANCIES WHICH MAY BE DISCLOSED BY THE DETAILS OF A CURRENT TITLE INSURANCE POLICY.
2. SEE CITY AND COUNTY PLANNING, AND ZONING MAPS FOR INFORMATION REGARDING SETBACK, SIDE YARD, AND REAR YARD DISTANCES AS WELL AS OTHER BUILDING AND USE RESTRICTIONS AND REQUIREMENTS.
3. UTILITY PIPES, WIRES ETC. MAY NOT BE SHOWN ON THIS MAP, CONTRACTORS BUILDERS AND EXCAVATORS SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND/OR EXCAVATION. CONTACT BLUE STAKES AND REFER TO UTILITY MAPS FOR ADDITIONAL INFORMATION. ALL UNDERGROUND UTILITIES SHOWN ARE BASED ON VISIBLE EVIDENCE AND UTILITY COMPANY STAKES.
4. NO IMPROVEMENTS SHOWN.

SURVEYOR'S CERTIFICATE

I, R. SHANE JOHANSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 70751, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE MADE A SURVEY OF THE DESCRIBED TRACT OF LAND AS SHOWN ON THIS PLAT AND THAT THIS SURVEY RETRACTS LOT LINES AND MAY HAVE ADJUSTED SAID LOT LINES TO CONCORD WITH FOUND EVIDENCE AND OTHER INTERPRETATIONS BASED FROM GROUND MEASUREMENTS AND FOUND RECORDS. FURTHERMORE, I RECOGNIZE THAT OTHER ADJACENT RIGHTS OF OWNERSHIP OR LINES OF POSSESSION MAY EXIST, I DO NOT IMPLY TO CERTIFY ANY OF THOSE RIGHTS, UNLESS ADORED UPON BY THE APPROPRIATE PARTIES.



SCALE:	AS SHOWN
DATE:	JAN. 24, 2011
DRAWN BY:	SHANE JOHANSON P.L.S.
SURVEY BY:	SHANE JOHANSON P.L.S.
JOB #:	E-10-076

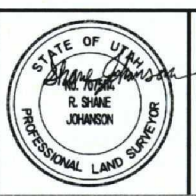
LAND DESIGN ENGINEERING
 7412 SOUTH STATE STREET
 SUITE 201
 MIDVALE CITY, UTAH 84047
 OFFICE: (801) 495-2541
 FAX: (801) 495-2547



- * PLANNING
- * ENGINEERING
- * SURVEYING

ACCESS AGREEMENT SURVEY FOR:
 PACIFIC WESTERN TECHNOLOGIES
 On Behalf of
 U.S. ENVIRONMENTAL PROTECTION AGENCY

APPENDIX A
 Administrative Settlement Agreement for
 Access between Security Investment Ltd. and
 The U. S. Environmental Protection Agency

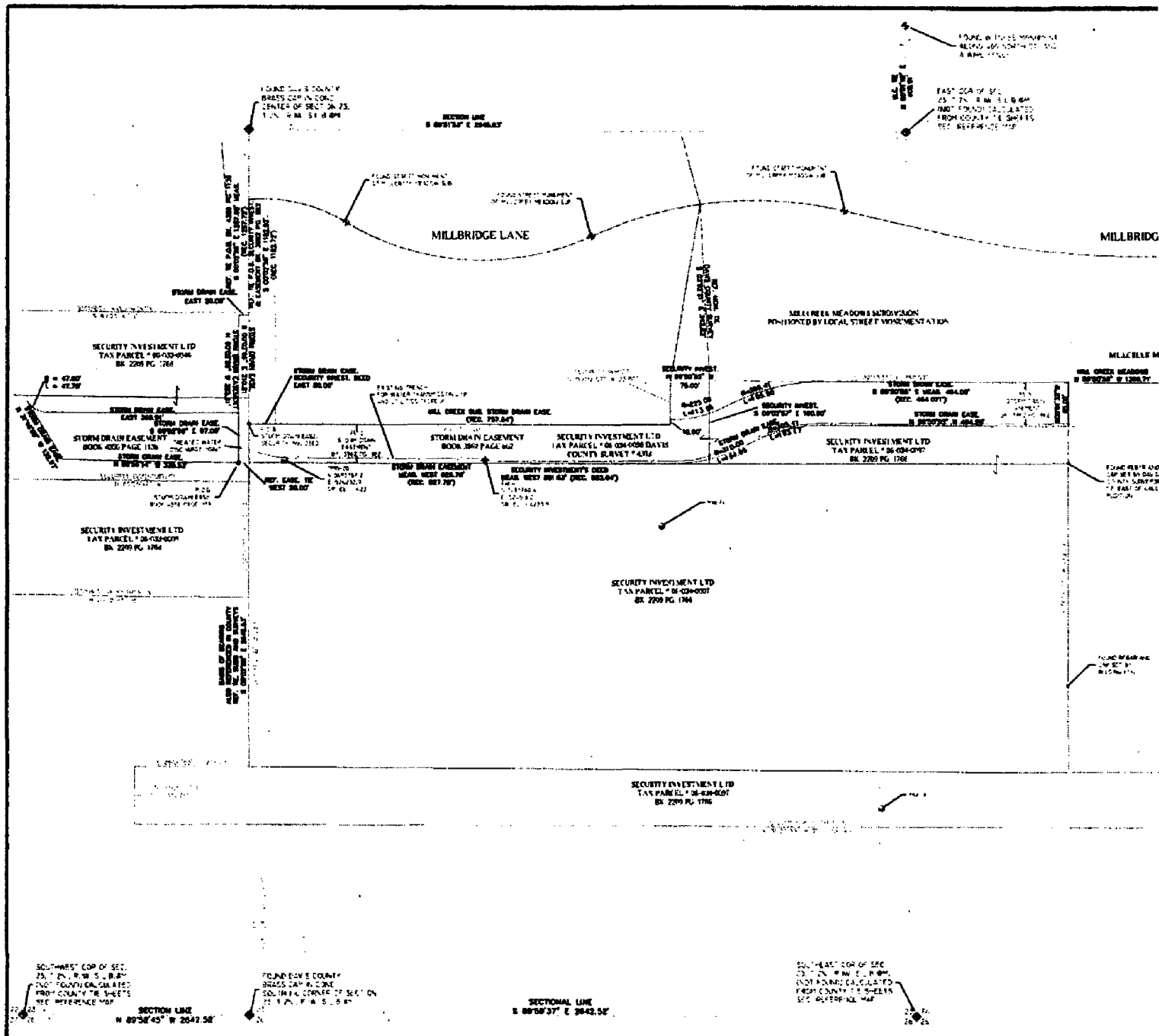


SHEET
 1 OF 1
 BOUNTIFUL/WOODS CROSS
 5TH SOUTH PCE PLUME
 NPL SITE OU2
 DAVIS COUNTY, UTAH

Poor Quality Source Document

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contact the Region VIII Records
Center at (303) 312-6473.



SCALE:	AS SHOWN
DATE:	JAN 24, 2011
DRAWN BY:	SHANL JOHANSON P.L.S.

LAND DESIGN ENGINEERING
 7412 SOUTH STATE STREET
 SUITE 201
 MIDVALE CITY, UTAH 84047

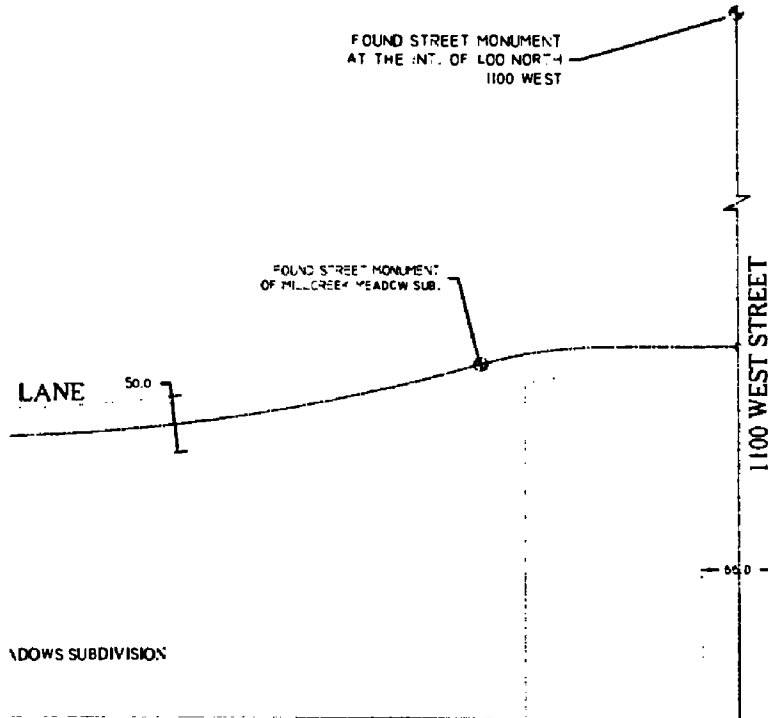


* PLANNING
 * ENGINEERING

ACCESS AGREEMENT SURVEY FOR:
 PACIFIC WESTERN TECHNOLOGIES
 On Behalf of

ACCESS AGREEMENT SURVEY

SEVERAL PARCELS LOCATED A PART OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B.&M. DAVIS COUNTY, UTAH



AS SURVEYED DESCRIPTIONS

BEGINNING AT A POINT WHICH IS SOUTH $00^{\circ}02'56''$ EAST 482.92 FEET ALONG SECTION LINE (BASIS OF BEARING 264.6.53' SECTION MON. TO SECTION MON.) FROM THE CENTER OF SECTION 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE 8 MERIDIAN.

THENCE ALONG THE SOUTHERLY BOUNDARY OF MILL CREEK MEADOWS SUBDIVISION ON THE FOLLOWING 3 COURSES: (1) EAST, A DISTANCE OF 806.53 FEET; (2) NORTH $00^{\circ}02'57''$ WEST, A DISTANCE OF 85.80 FEET; (3) SOUTH $89^{\circ}50'55''$ EAST, A DISTANCE OF 760.96 FEET TO THE WESTERLY BOUNDARY OF DAY'S CHILNLY PARCEL. THENCE SOUTH $00^{\circ}01'53''$ WEST, ALONG SAID PARCEL, AMONG OTHER ADJOINERS DISTANCE OF 749.54 FEET; THENCE NORTH $89^{\circ}18'22''$ EAST, GENERALLY ALONG A WIRE FENCE A DISTANCE OF 797.62 FEET TO THE WESTERLY R.O.W. OF 100 WEST STREET; THENCE SOUTH $00^{\circ}16'21''$ EAST ALONG SAID R.O.W., A DISTANCE OF 109.53 FEET TO ADJOINER; THENCE NORTH $89^{\circ}54'53''$ WEST, GENERALLY ALONG A WIRE FENCE A DISTANCE OF 2,582.75 FEET MORE OR LESS TO ADJOINER. THENCE NORTH $00^{\circ}08'07''$ EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH $89^{\circ}51'55''$ EAST, A DISTANCE OF 217.82 FEET TO DESCRIBED ABOVE QUARTER SECTION LINE; THENCE NORTH $60^{\circ}02'56''$ WEST, ALONG SECTION LINE A DISTANCE OF 657.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 51.66 ACRES, MORE OR LESS.

TOGETHER WITH AN EXISTING MILL CREEK R.O.W. EASEMENT DESCRIPTION BOOK 3862 PAGE 862

BEGINNING AT A POINT WHICH IS SOUTH $00^{\circ}02'56''$ EAST 482.92 FEET ALONG SECTION LINE (BASIS OF BEARING 264.6.53' SECTION MON. TO SECTION MON.) FROM THE CENTER OF SECTION 25 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE 8 MERIDIAN.

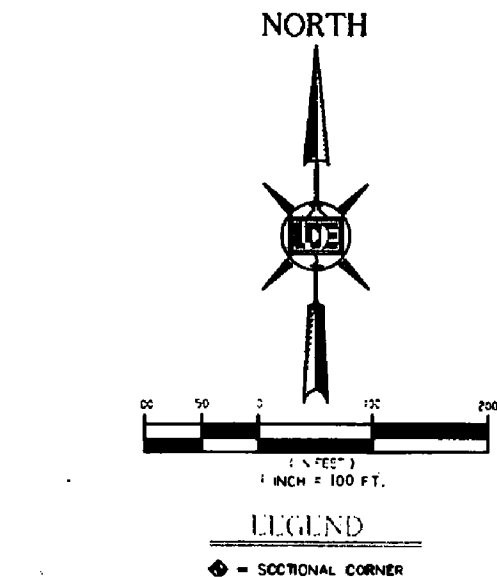
THENCE EAST, ALONG MILL CREEK MEADOWS SUB., A DISTANCE OF 806.53 FEET; THENCE NORTH $00^{\circ}02'57''$ WEST ALONG SAID SUB. BOUNDARY, A DISTANCE OF 10.00 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH $00^{\circ}19'55''$ EAST, A RADIAL DISTANCE OF 225.00 FEET ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $26^{\circ}54'41''$, A DISTANCE OF 113.56 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 390.41 FEET AND A CENTRAL ANGLE OF $28^{\circ}43'31''$; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 195.80 FEET TO THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION. THENCE SOUTH $89^{\circ}50'55''$ EAST, A DISTANCE OF 161.08 FEET TO THE WESTERLY BOUNDARY OF DAVIS COUNTY'S PARCEL; THENCE SOUTH $00^{\circ}01'33''$ WEST, ALONG SAID PARCEL, A DISTANCE OF 85.00 FEET; THENCE NORTH $89^{\circ}50'55''$ WEST, A DISTANCE OF 161.29 FEET TO THE POINT OF A CURVE OF TANGENCY TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH $00^{\circ}02'54''$ EAST, A RADIAL DISTANCE OF 305.41 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $28^{\circ}20'06''$, A DISTANCE OF 153.17 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 510.0 FEET AND A CENTRAL ANGLE OF $28^{\circ}23'04''$; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 154.65 FEET; THENCE WEST, A DISTANCE OF 826.70 FEET; THENCE NORTH $00^{\circ}02'56''$ WEST, A DISTANCE OF 285.81 FEET; THENCE EAST, A DISTANCE OF 20.00 FEET TO DESCRIBED ABOVE QUARTER SECTION LINE; THENCE SOUTH $00^{\circ}02'56''$ EAST, A DISTANCE OF 210.81 FEET TO THE POINT OF BEGINNING.
CONTAINING 3.03 ACRES, MORE OR LESS.

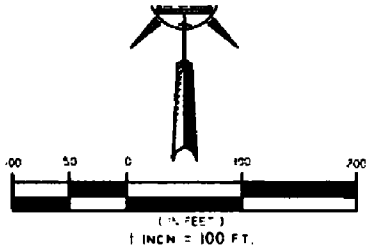
ALSO TOGETHER WITH AN EXISTING MILL CREEK R.O.W. EASEMENT DESCRIPTION BOOK 4356 PAGE 1138

BEGINNING AT A POINT WHICH IS SOUTH $00^{\circ}02'56''$ EAST 4257.92 FEET ALONG SECTION LINE (BASIS OF BEARING 264.6.53' SECTION MON. TO SECTION MON.) AND WEST 20.00 FEET FROM THE CENTER OF SECTION 25 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE 8 MERIDIAN.

THENCE NORTH $88^{\circ}56'14''$ WEST, A DISTANCE OF 335.53 FEET TO THE EASTERLY BOUNDARY LINE OF THE BUREAU OF RECLAMATION 90 FOOT WIDE EASEMENT AS DESCRIBED IN BOOK 81 PAGE 634 OF DAVIS COUNTY'S RECORDS; THENCE NORTH $31^{\circ}18'00''$ WEST, ALONG SAID BOUNDARY LINE A DISTANCE OF 32.97 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH $58^{\circ}1'50''$ EAST, A RADIAL DISTANCE OF 47.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $68^{\circ}12'00''$, A DISTANCE OF 17.75 FEET; THENCE EAST, A DISTANCE OF 365.54 FEET; THENCE SOUTH $00^{\circ}02'56''$ EAST, A DISTANCE OF 97.00 FEET, TO POINT OF BEGINNING.
CONTAINING 0.7841 ACRES, MORE OR LESS.

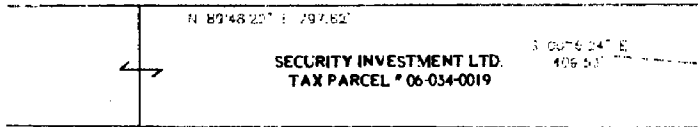
SUBDIVISION'S NARRATIVE





LEGEND

- ◆ = SECTIONAL CORNER
- ⊙ = SURVEY MONUMENT
- ⊕ = FOUND REBAR AND CAP
- ⊕ = EXTRACTION WELL
- ⊕ = MONITORING WELL



STREET MONUMENT
AT THE INT. OF
500 SOUTH 1100 WEST
CALCULATED

S. 00°02'56\"/>

1100 WEST STREET

ALSO TOGETHER WITH AN EXISTING MILL CREEK R.O.W. EASEMENT DESCRIPTION BOOK 4356 PAGE 1138
 BEGINNING AT A POINT WHICH IS SOUTH 00°02'56" EAST, 257.92 FEET ALONG SECTION LINE (BASIS OF BEARING 264.53' SECTION MON. TO SECTION MON.) AND WEST 20.00 FEET FROM THE CENTER OF SECT ON 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE 8 MERIDIAN
 THENCE NORTH 88°56'41" WEST, A DISTANCE OF 535.53 FEET TO THE EASTERLY BOUNDARY LINE OF THE BUREAU OF RECLAMATION 90 FOOT WIDE EASEMENT AS DESCRIBED IN BOOK 81 PAGE 634 OF DAVIS COUNTY RECORDS; THENCE NORTH 31°48'00" WEST, ALONG SAID BOUNDARY LINE A DISTANCE OF 132.97 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 56°11'50" EAST, A RADIAL DISTANCE OF 47.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 58°12'00", A DISTANCE OF 47.75 FEET; THENCE EAST, A DISTANCE OF 365.51 FEET; THENCE SOUTH 00°02'56" EAST, A DISTANCE OF 97.00 FEET, TO POINT OF BEGINNING.
 CONTAINING 0.7841 ACRES, MORE OR LESS.

SURVEYOR'S NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF PACIFIC WESTERN TECHNOLOGIES ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, FOR THE PURPOSE TO SURVEY THE BOUNDARIES OF SECURITY INVESTMENTS PARCEL SHOWN HEREON OVER ALL DESCRIPTION AND PURPOSE FOR ACCESS ACROSS THE SAID AREA SHOWN.
 BEARINGS SHOWN ARE BASED ON LOCAL BASIS OF BEARING OF S 00°02'56" E, THIS WAS DERIVED FROM THE FOUND SECTIONAL MONUMENTS ALONG THE CENTER OF SECTION 23, AS SHOWN ON COUNTY RECORDS, SURVEYS, SUB PLATS, AND COINCIDES WITH AREA DEEDS AND IMPROVEMENTS. NO PROPERTY CORNERS HAVE BEEN SET. SOME ADJUSTMENTS HAVE BEEN MADE ON RECORD CALLS FROM THOSE DESCRIPTIONS OF RECORD.

NOTE:

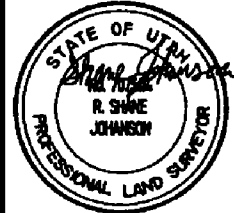
1. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD ENCUMBRANCES RESTRICTIVE COVENANTS OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS, CONFLICTS, OR DISCREPANCIES WHICH MAY BE DISCLOSED BY THE DETAILS OF A CURRENT TITLE INSURANCE POLICY.
2. SEE CITY AND COUNTY PLANNING, AND ZONING MAPS FOR INFORMATION REGARDING SETBACK, SIDE YARD, AND REAR YARD INSTANCES AS WELL AS OTHER BUILDING AND USE RESTRICTIONS AND REQUIREMENTS.
3. UTILITY PIPES, W RES ETC. MAY NOT BE SHOWN ON THIS MAP. CONTRACTORS BUILDERS AND EXCAVATORS SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND OR EXCAVATION. CONTACT BLUE STAKES AND REFER TO UTILITY MAPS FOR ADDITIONAL INFORMATION. ALL UNDERGROUND UTILITIES SHOWN ARE BASED ON VISIBL EVIDENCE AND UTILITY COMPANY STAKES.
4. NO IMPROVEMENTS SHOWN.

SURVEYOR'S CERTIFICATE

I, R. SHANE JOHANSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 7075116, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE MADE A SURVEY OF THE DESCRIBED TRACT OF LAND AS SHOWN ON THIS PLAT AND THAT THIS SURVEY RETRACES LOT LINES AND MAY HAVE ADJUSTED SAID LOT LINES TO COINCIDE WITH FOUND EVIDENCE AND OTHER INTERPRETATIONS BASED FROM GROUND MEASUREMENTS AND RECORDS. FURTHERMORE I RECOGNIZE THAT OTHER UNWRITTEN RIGHTS OF OWNERSHIP OR LINES OF POSSESSION MAY EXIST. DO NOT IMPLY TO CERTIFY ANY OF THOSE RIGHTS, UNLESS AGREED UPON BY THE APPROPRIATE PARTIES.

APPENDIX A

Administrative Settlement Agreement for
Access between Security Investment Ltd. and
The U. S. Environmental Protection Agency



SHEET
1 OF 1
BOUNTIFUL/WOODS CROSS
5TH SOUTH PCE PLUME
NPL SITE OU2
DAVIS COUNTY, UTAH

Appendix B

**When Recorded Return To:
Security Investment Ltd.
138 So. Main
P.O. Box 190
Bountiful, Utah 84010**

**With Copy To:
Division Director
Division of Environmental Response and Remediation
Utah Department of Environmental Quality
168 North 1950 West
P. O. Box 144840
Salt Lake City, UT 84114-4840**

and

**Remedial Project Manager, EPR-SR
Bountiful/Woods Cross/Sth South PCE Plume NPL Site
U.S. Environmental Protection Agency
Region 8
1595 Wynkoop Street
Denver, CO 80202**

Parcel No. 06-034-0097, Parcel No. 06-034-0098, Parcel No. 06-33-0046, and
Parcel No. 06-34-0019

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Security Investment Ltd. ("Owner"), the United States Environmental Protection Agency ("EPA"), and the Utah Department of Environmental Quality ("DEQ"), (collectively "Parties") pursuant to Utah Code Ann. §§ 57-25-101 et seq. ("Act") and concerns the Property described in Paragraph B.2 below. The EPA and DEQ each enter this Environmental Covenant in their capacity as an Agency as defined in the Act. The EPA and DEQ assume no affirmative obligations through the execution of this Environmental Covenant.

A. Environmental Response Project

1. EPA's studies at the Bountiful/Woods Cross 5th South PCE Plume Site ("Site") located in Bountiful, West Bountiful, and Woods Cross, Utah have determined that a tetrachloroethylene (PCE)-contaminated groundwater plume (PCE Plume), from past dry

Appendix B

cleaning operations at 344 South 500 West in Bountiful, extends from the source west under the Holly Refinery property to beyond 1100 West Street in West Bountiful and then under Owner's property at (address). The PCE Plume is designated as Operable Unit 2 ("OU 2") at the Site.

2. In September 2007 EPA issued, with DEQ concurrence, the Record of Decision for the cleanup of OU2. The cleanup plan included a groundwater extraction and treatment system that proposed placing extraction wells west of 1100 West Street in West Bountiful and 2 extraction wells and the treatment buildings on Holly Refinery property. The pipeline from the extraction well to the treatment building will cross the Owner's property.

3. Records regarding the Site are available at the Davis County Library, South Branch, 725 South Main Street, Bountiful, Utah 84010 (801-295-8732) and the EPA Superfund Record Center, 1595 Wynkoop Street, Denver, Colorado 80202 (1-800-277-8917, Ext. 6473).

B. Covenant

Now therefore, the Parties agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to the Act.

2. Property. This Environmental Covenant concerns real property, located at approximately 500 South 1100 West in West Bountiful, Davis County, Utah, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. Security Investment Ltd., a Utah Limited Partnership, whose offices are located at 138 South Main, P.O. Box 190, Bountiful, Utah 84010 is the owner of the Property in fee simple. Consistent with Paragraph B7 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 the like ("Transferee").

4. Holder. Owner, whose address is listed above, is the Holder of this Environmental Covenant.

5. Agency. DEQ and EPA 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

Appendix B

described above, the Owner hereby imposes and agrees to implement, administer, and maintain the following activity and use limitations. In the event the Owner conveys or transfers an interest in the Property 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:

The Property will not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions performed or to be performed at the Site.

7. Running with the Land. This Environmental Covenant shall be binding upon the Owner and any Transferee during that person's period of control, occupation, or ownership interest, and shall run with the land, pursuant to the Act and subject to amendment or termination as set forth herein.

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

9. Rights of Access. Owner hereby grants to the Agencies, their agents, contractors, and employees the right of access to the Property for inspection, implementation, or enforcement of this Environmental Covenant and for construction, operation and maintenance of the Environmental Response Project described above.

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

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 200_, IN [DOCUMENT ____, or BOOK ____, PAGE ____,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Appendix B

The Property will not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the response actions performed or to be performed at the Site.

Owner shall notify the Agencies within ten (10) days after each conveyance of an interest in any portion of the Property. 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.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto: {This will be completed as appropriate}

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances identified in Exhibit B (Ownership and Encumbrance Title Abstract) 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 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 Owner is a party or by which Owner may be bound or affected.

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

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

Appendix B

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, Owner shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Davis County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the DEQ; EPA; the *City of West Bountiful?*; and, *each person holding a recorded interest in the Property.*

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

DEQ:
Project Manager (Bountiful/Woods Cross 5th South PCE Plume Site)
Division of Environmental Response and Remediation
DEQ
P.O. Box 144840
Salt Lake City, Utah 84114-4840

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

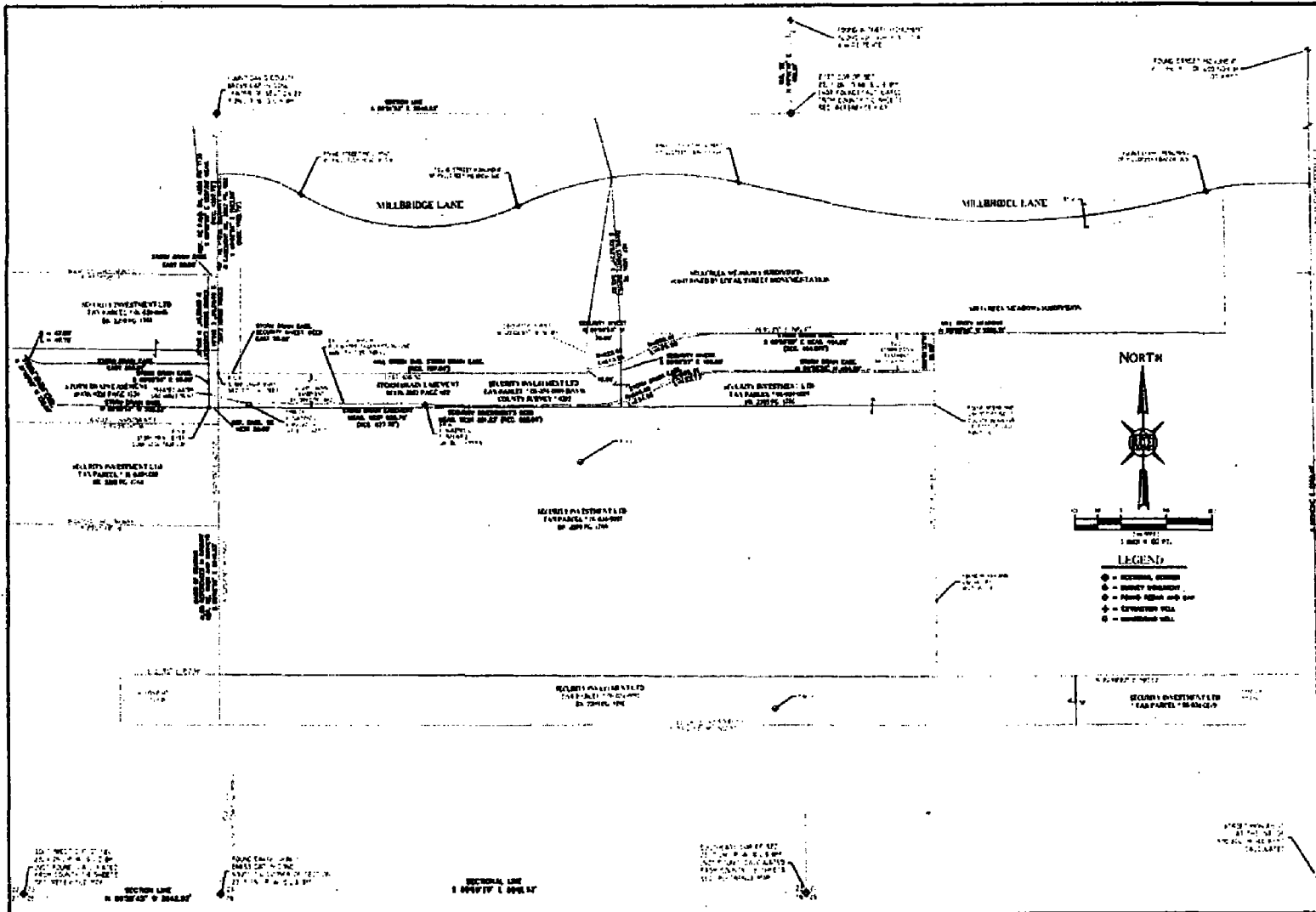
Remedial Project Manager (Bountiful/Woods Cross 5th South PCE Plume Site)
U.S. EPA – Region 8
Mail Code: 8EPR-SR
1595 Wynkoop Street
Denver, CO 80202

Owner:
Alice S. Johnson or Mary S. Hepworth, Partners
138 South Main
P.O. Box 190
Bountiful, Utah 84010

17. 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

Appendix B

**Exhibit A
Legal Description of Property**



ACCESS AGREEMENT SURVEY
SEVERAL PARCELS LOCATED A
PART OF SECTION 23, TOWNSHIP
2 NORTH, RANGE 1 WEST,
S.L.B. & M. DAVIS COUNTY, UTAH

SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B. & M. DAVIS COUNTY, UTAH

THIS SURVEY WAS MADE FOR THE PURPOSE OF DETERMINING THE LOCATION OF THE SEVERAL PARCELS LOCATED A PART OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B. & M. DAVIS COUNTY, UTAH, AS SHOWN ON THE ATTACHED MAP. THE SURVEY WAS MADE BY THE LAND DESIGN ENGINEERING, INC., A PROFESSIONAL ENGINEERING FIRM, UNDER THE CLOSE SUPERVISION AND CONTROL OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF 1896 AND 1908, AND THE SURVEYING REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY. THE SURVEY WAS MADE ON THE 24th DAY OF JANUARY, 1991, AT THE LOCATION OF THE SEVERAL PARCELS LOCATED A PART OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B. & M. DAVIS COUNTY, UTAH. THE SURVEY WAS MADE BY THE LAND DESIGN ENGINEERING, INC., A PROFESSIONAL ENGINEERING FIRM, UNDER THE CLOSE SUPERVISION AND CONTROL OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF 1896 AND 1908, AND THE SURVEYING REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY. THE SURVEY WAS MADE ON THE 24th DAY OF JANUARY, 1991, AT THE LOCATION OF THE SEVERAL PARCELS LOCATED A PART OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, S.L.B. & M. DAVIS COUNTY, UTAH.

LEGEND

- = SECTION CENTER
- = SURVEY BOUNDARY
- ◐ = FENCED AREA WITH GATE
- ◑ = CONSTRUCTION WELL
- ◒ = UNDEVELOPED WELL

SCALE	AS SHOWN
DATE	JAN. 24, 1991
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- * PLANNING
- * ENGINEERING
- * SURVEYING

ACCESS AGREEMENT SURVEY FOR
 PALMER, WESTERN TECHNOLOGIES
 On Behalf of
 U.S. ENVIRONMENTAL PROTECTION AGENCY

APPENDIX A
 Administrative Settlement Agreement for
 Access between Security Investment Ltd. and
 The U.S. Environmental Protection Agency



SHEET 1 OF 1
 DATE: 1/24/91
 SITE: SOUTH STATE STREET, MIDVALE, UTAH
 JOB: E-10-076