UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF: Uintah Mining District Site Operable Unit 1 Park City, Utah The Board of Education of Park City School District, Respondent Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622	CERCLA Docket No. **CERCLA-08-2017-0001** **ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION**

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and the Board of Education of Park City School District, a public corporation of the State of Utah (Respondent). This Settlement provides for the performance by Respondent of a portion of a removal action at the Treasure Mountain Junior High School and surrounding recreation fields, also known as operable unit 1 (OU1) of the Uintah Mining District Site (the Site), and which is generally located at 2530 Kearns Boulevard, in Park City, Utah.

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622 (CERCLA). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to Regional Administrators by EPA Delegation Nos. 14-14-C (Administrative Actions Through Consent Orders, Apr. 15, 1994) and 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, May 11, 1994). This authority was further redelegated by the Regional Administrator of EPA Region 8 to the supervisors in the Technical and Legal Enforcement Programs by Delegation No. 14-14-D, and the Director of the Preparedness, Assessment, and Emergency Response Program by Delegation No. 14-14-C.

3. EPA has notified the State of Utah (the State) of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this Settlement. Respondent agrees to comply with and be bound by the terms of this Settlement and further agrees that it will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

5. This Settlement is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Settlement.

6. Each undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Respondent to this Settlement.

7. Respondent shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing Respondent with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon

performance of the Work in conformity with the terms of this Settlement. Respondent or its contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondent shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that 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 or its attached appendices, the following definitions shall apply:

"Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on September 10, 2015 by the Regional Administrator, EPA Region 8, or his delegate, as amended on July 12, 2016 by the EPA Action Memorandum Amendment of that date, and all attachments thereto. The Action Memorandum and the Action Memorandum Amendment are attached as Appendix A.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the effective date of this Settlement as provided in Section XXVIII.

"Environmental Covenant" shall mean the environmental covenant created pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101 et seq., and attached hereto as Appendix B.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs after the Effective Date in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section IX (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, including, but not limited to, the amount of just compensation),

Section XIII (Emergency Response and Notification of Releases), Paragraph 72 (Work Takeover), Paragraph 26 (Community Involvement Plan), including, but not limited to, the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e), Section XV (Dispute Resolution), and all litigation costs. Future Response Costs shall also include Agency for Toxic Substances and Disease Registry (ATSDR) costs regarding OU1.

"Uintah Mining District Site Future Response Costs Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at http://www.epa.gov/superfund/superfund-interest-rates.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Operable Unit 1" or "OU1" shall mean the Treasure Mountain Junior High School and surrounding recreation fields, located at 2530 Kearns Boulevard, in Park City, Utah, as shown in the maps in Appendix C.

"Paragraph" shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean EPA and Respondent.

"Post-Removal Site Control" shall mean actions necessary to ensure the effectiveness and integrity of the removal action to be performed pursuant to this Settlement consistent with Sections 300.415(*l*) and 300.5 of the NCP and "Policy on Management of Post-Removal Site Control" (OSWER Directive No. 9360.2-02, Dec. 3, 1990).

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"Respondent" shall mean the Board of Education of Park City School District, a public corporation of the State of Utah.

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

"Settlement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXVII (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

"Site" or "Uintah Mining District Site" shall mean those certain areas in Ontario Canyon, Lower Empire Canyon, Upper Woodside Gulch, Treasure Hollow, and Upper Thaynes Canyon as defined in Exhibit A to the Action Memorandum attached hereto as Appendix A, as well as OU1, which is the Treasure Mountain Junior High School and surrounding recreation fields, located at 2530 Kearns Boulevard, in Park City, Utah, as shown in the maps in Appendix C.

"State" shall mean the State of Utah.

"Transfer" shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

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

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

"Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

"Work" shall mean all activities and obligations Respondent is required to perform under this Settlement except those required by Section XI (Record Retention).

IV. FINDINGS OF FACT

9. Mining operations undertaken by various entities within the Park City Mining District produced substantial quantities of ore and mine waste between 1875 and 1982.

10. During historic operations and due to erosion and migration, mine waste containing hazardous substances such as lead came to be located in OU1 of the Site.

11. OU1 is owned by Respondent and as defined in Section III (Definitions), is comprised of the Treasure Mountain Junior High School and surrounding recreation fields.

12. Over 800 students attend the Treasure Mountain Junior High School. The surrounding fields are used year-round by students and the community for recreational purposes.

13. Soil samples at OU1 indicate elevated concentrations of lead. Soils may mobilize or migrate during weather events or due to heavy recreational use.

14. Exposure to heavy metals including lead may cause adverse health effects in humans. Ecosystems near sources of heavy metals may also experience adverse effects including loss of biodiversity, changes in community composition, decreased growth and reproductive rates in plants and animals, and neurological effects in vertebrates.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

15. Based on the Findings of Fact set forth above, and the administrative record for the Action Memorandum, EPA has determined that:

a. OU1 is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at OU1, as identified in the Findings of Fact above, includes a "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(1) Respondent is the "owner" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The removal action required by this Settlement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

16. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

17. Respondent shall retain one or more contractors or subcontractors to perform the Work and shall notify EPA of the name(s) and qualifications of such contractor(s) or subcontractor(s) within 7 days after the Effective Date. Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least 7 days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If EPA disapproves of a selected contractor or subcontractor, Respondent shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name and

qualifications within 7 days after EPA's disapproval. The qualifications of the persons undertaking the Work for Respondent shall be subject to EPA's review for verification that such persons meet minimum technical background and experience requirements.

18. Within 7 days after the Effective Date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Settlement and shall submit to EPA the designated Project Coordinator's name, address, telephone number, email address, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, email address, and qualifications within 7 days following EPA's disapproval. Notice or communication relating to this Settlement from EPA to Respondent's Project Coordinator shall constitute notice or communication to all Respondent.

19. EPA has designated Martin McComb of the Emergency, Preparedness and Response Program, as its On-Scene Coordinator (OSC). EPA and Respondent shall have the right, subject to Paragraph 18, to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA 7 days before such a change is made. The initial notification by Respondent may be made orally, but shall be promptly followed by a written notice.

20. The OSC shall be responsible for overseeing Respondent's implementation of this Settlement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

VIII. WORK TO BE PERFORMED

21. Respondent shall perform, at a minimum, all actions necessary to implement Section IV of the Action Memorandum Amendment. The actions to be implemented generally include, but are not limited to, the following: completing the sprinkler system, ensuring that the vegetation on the newly installed cap is established, and filing the Environmental Covenant on OU1.

22. For any regulation or guidance referenced in the Settlement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondent receives notification from EPA of the modification, amendment, or replacement.

23. Removal Work Plan and Implementation.

a. Within 7 days after the Effective Date, in accordance with Paragraph 24 (Submission of Deliverables), Respondent shall submit to EPA for approval a draft work plan for performing the removal actions (the "Removal Work Plan") generally described in Paragraph 21 above. The draft Removal Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement.

b. EPA may approve, disapprove, require revisions to, or modify the draft Removal Work Plan in whole or in part. If EPA requires revisions, Respondent shall submit a revised draft Removal Work Plan within 7 days after receipt of EPA's notification of the required revisions. Respondent shall implement the Removal Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Removal Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement.

c. Upon approval or approval with modifications of the Removal Work Plan Respondent shall commence implementation of the Work in accordance with the schedule included therein. Respondent shall not commence or perform any Work except in conformance with the terms of this Settlement.

d. Unless otherwise provided in this Settlement, any additional deliverables that require EPA approval under the Removal Work Plan shall be reviewed and approved by EPA in accordance with this Paragraph.

24. Submission of Deliverables.

a. General Requirements for Deliverables.

(1) Except as otherwise provided in this Settlement, Respondent shall direct all submissions required by this Settlement to the OSC at Marty McComb, EPR-ER, U.S. EPA Region 8, 1595 Wynkoop St., Denver, Colorado 80202; phone number 303.312.6963; email mccomb.martin@epa.gov. Respondent shall submit all deliverables required by this Settlement, or any approved work plan to EPA in accordance with the schedule set forth in such plan.

(2) Respondent shall submit all deliverables in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in Paragraph 24.b. All other deliverables shall be submitted to EPA in the form specified by the OSC. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Respondent shall also provide EPA with paper copies of such exhibits.

25. Health and Safety Plan. Within 14 days after the Effective Date, Respondent shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement. This plan shall be prepared in accordance with "OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities," Pub. 9285.0-OIC (Nov. 2002), available on the NSCEP database at http://www.epa.gov/nscep, and "EPA's Emergency Responder Health and Safety Manual," OSWER Directive 9285.3-12 (July 2005 and updates), available at http://www.epaosc.org/_HealthSafetyManual/manual-index.htm. In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

26. Community Involvement Plan. EPA will prepare a community involvement plan, in accordance with EPA guidance and the NCP. If requested by EPA, Respondent shall

participate in community involvement activities, including participation in (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site. Respondent's support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any community advisory groups, (2) any technical assistance grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. All community involvement activities conducted by Respondent at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondent shall establish a community information repository at or near the Site to house one copy of the administrative record.

27. Post-Removal Site Control. In accordance with the Removal Work Plan schedule, or as otherwise directed by EPA, Respondent shall submit a proposal for Post-Removal Site Control which shall include, but not be limited to: ensuring that the vegetation on the newly installed cap is maintained, including mowing, watering, and/or repairing any damage, and filing the Environmental Covenant (attached hereto as Appendix B) with the Summit County Recorder. Upon EPA approval, Respondent shall either conduct Post-Removal Site Control activities, or obtain a written commitment from another party for conduct of such activities, until such time as EPA determines that no further Post-Removal Site Control is necessary. Respondent shall provide EPA with documentation of all Post-Removal Site Control commitments.

28. Progress Reports. Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement on a quarterly basis, or as otherwise requested by EPA, from the date of receipt of EPA's approval of the Removal Work Plan until issuance of Notice of Completion of Work pursuant to Section XXVI, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

IX. PROPERTY REQUIREMENTS

29. Agreements Regarding Access and Non-Interference. Respondent shall, with respect to OU1, file and comply with the Environmental Covenant within thirty days of the Effective Date.

30. Respondent shall not Transfer OU1 unless it has first secured EPA's approval of, and transferee's consent to, an agreement that: (i) is enforceable by Respondent and EPA; and (ii) requires the transferee to provide access to and refrain from using OU1 to the same extent as is provided under Paragraphs 29.a (Access Requirements) and 29.b (Land, Water, or Other Resource Use Restrictions).

31. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Respondent shall cooperate

with EPA's and the State's efforts to secure and ensure compliance with such institutional controls.

32. In the event of any Transfer of OU1, unless EPA otherwise consents in writing, Respondent shall continue to comply with its obligations under the Settlement, including its obligation to secure access and ensure compliance with any land, water, or other resource use restrictions regarding OU1.

33. Notwithstanding any provision of the Settlement, EPA and the State retain all of their access authorities and rights, as well as all of their rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

34. Respondent shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Respondent's possession or control or that of its contractors or agents relating to activities at OU1 or to the implementation of this Settlement, 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 regarding the Work. Respondent shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

35. Privileged and Protected Claims.

a. Respondent may assert all or part of a Record requested by EPA or the State is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondent complies with Paragraph 35.b, and except as provided in Paragraph 35.c.

b. If Respondent asserts such a privilege or protection, it shall provide EPA and the State with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondent shall provide the Record to EPA and the State in redacted form to mask the privileged or protected portion only. Respondent shall retain all Records that it claims to be privileged or protected until EPA and the State have had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondent's favor.

c. Respondent may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondent are required to create or generate pursuant to this Settlement.

36. Business Confidential Claims. Respondent may assert that all or part of a Record provided to EPA and the State under this Section or Section XI (Record Retention) is business confidential 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). Respondent shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondent asserts business confidentiality claims. Records submitted to EPA determined to be confidential by EPA will be afforded 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 and the State, or if EPA has notified Respondent 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 Respondent.

37. Notwithstanding any provision of this Settlement, EPA and the State retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XI. RECORD RETENTION

38. Until ten (10) years after EPA provides Respondent with notice, pursuant to Section XXVI (Notice of Completion of Work), that all Work has been fully performed in accordance with this Settlement, Respondent shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with regard to the Site, provided, however, that Respondent must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Respondent must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

39. At the conclusion of the document retention period, Respondent shall notify EPA and the State at least 90 days prior to the destruction of any such Records, and, upon request by EPA or the State, and except as provided in Paragraph 35 (Privileged and Protected Claims), Respondent shall deliver any such Records to EPA or the State.

40. Respondent certifies individually 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 (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XII. COMPLIANCE WITH OTHER LAWS

41. Nothing in this Settlement limits Respondent's obligations to comply with the requirements of all applicable state and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Settlement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws.

42. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work, including the Richardson Flat Tailings Repository as discussed in the Action Memorandum), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work that is not on-site requires a federal or state permit or approval, Respondent shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Respondent may seek relief under the provisions of Section XVI (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that it has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

43. Emergency Response. If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from OU1 that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Respondent shall take these actions in accordance with all applicable provisions of this Settlement, including, but not limited to, the Health and Safety Plan. Respondent shall also immediately notify the OSC or, in the event of his unavailability, the Region 8 Emergency Response Spill Report Hotline, at (800) 227-8914 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA for all costs of such response action not inconsistent with the NCP.

44. Release Reporting. Upon the occurrence of any event during performance of the Work that Respondent is required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondent shall immediately orally notify the OSC or, in the event of his unavailability, the Region 8 Emergency Response Spill Report Hotline, at (800) 227-8914, and the National Response Center at (800) 424-8802. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

45. For any event covered under this Section, Respondent shall submit a written report to EPA within 7 days after the onset of such event, setting forth the action or event that occurred and the measures taken, and to be taken, to mitigate any release or threat of release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release or threat of release.

XIV. PAYMENT OF RESPONSE COSTS

46. Payments for Future Response Costs. Respondent shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. Periodic Bills. On a periodic basis, the EPA will send Respondents an electronic billing notification for Future Response Costs to the following email address:

thauber@pcschools.us

The billing notification will include a standard regionally-prepared cost report with the direct and indirect costs incurred by the EPA and its contractors. Respondents shall pay each bill on or before thirty days after the billing notification was received by Respondents, except as otherwise provided in Paragraph 54 of this Settlement Agreement. Respondents shall make payments using one of the payment methods set forth in the electronic billing notification. Respondents may change billing addresses by providing notice of the new address to:

Financial Management Officer
U.S. EPA Region 8 (TMS-FMP)
1595 Wynkoop Street
Denver, CO 80202

If the electronic billing notification is undeliverable, the EPA will mail a paper copy of the billing notification to Respondents at the following addresses:

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

b. Deposit of Future Response Costs Payments. The total amount to be paid by Respondent pursuant to Paragraph 46.a (Periodic Bills) shall be deposited by EPA in the Uintah Mining District Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Uintah Mining District Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site.

47. Interest. In the event that any payment for Future Response Costs is not made by the date required, Respondent shall pay Interest on the unpaid balance. The Interest shall accrue

through the date of Respondent's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Paragraph 59 (Stipulated Penalties - Work).

48. Contesting Future Response Costs. Respondent may initiate the procedures of Section XV (Dispute Resolution) regarding payment of any Future Response Costs billed under Paragraph 46 (Payments for Future Response Costs) if it determines that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if it believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Respondent shall submit a Notice of Dispute in writing to the OSC within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondent submits a Notice of Dispute, Respondent shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 46, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC) and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent shall send to the OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondent shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 46. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 46. Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondent's obligation to reimburse EPA for its Future Response Costs.

XV. DISPUTE RESOLUTION

49. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

50. Informal Dispute Resolution. If Respondent objects to any EPA action taken pursuant to this Settlement, it shall send EPA a written Notice of Dispute describing the objection(s) within 3 days after such action. EPA and Respondent shall have 14 days from EPA's receipt of Respondent's Notice of Dispute to resolve the dispute through informal negotiations (Negotiation Period). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

51. Formal Dispute Resolution. If the Parties are unable to reach an agreement within the Negotiation Period, Respondent shall, within 20 days after the end of the Negotiation Period, submit a statement of position to the OSC. EPA may, within 20 days thereafter, submit a statement of position. Thereafter, an EPA management official at the Assistant Regional Administrator level or higher will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

52. Except as provided in Paragraph 48 (Contesting Future Response Costs) or as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondent under this Settlement. Except as provided in Paragraph 62, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondent does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVII (Stipulated Penalties).

XVI. FORCE MAJEURE

53. "Force Majeure" for purposes of this Settlement, is defined as any event arising from causes beyond the control of Respondent, of any entity controlled by Respondent, or of Respondent's contractors that delays or prevents the performance of any obligation under this Settlement despite Respondent's best efforts to fulfill the obligation. The requirement that Respondent exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or increased cost of performance.

54. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondent intends or may intend to assert a claim of force majeure, Respondent shall notify EPA verbally within 48 hours of when Respondent first knew that the event might cause a delay. Within five days thereafter, Respondent shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondent shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondent shall be deemed to know of any circumstance of which Respondent, any entity controlled by Respondent, or Respondent's contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondent from asserting any claim of force majeure regarding that event, provided, however, that if EPA,

despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 53 and whether Respondent has exercised its best efforts under Paragraph 53, EPA may, in its unreviewable discretion, excuse in writing Respondent's failure to submit timely or complete notices under this Paragraph.

55. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

56. If Respondent elects to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of Paragraphs 53 and 54. If Respondent carries this burden, the delay at issue shall be deemed not to be a violation by Respondent of the affected obligation of this Settlement identified to EPA.

57. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondent from meeting one or more deadlines under the Settlement, Respondent may seek relief under this Section.

XVII. STIPULATED PENALTIES

58. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 59 and 60 for failure to comply with the requirements of this Settlement specified below, unless excused under Section XVI (Force Majeure). "Compliance" by Respondent shall include completion of all activities and obligations, including payments, required under this Settlement, or any deliverable approved under this Settlement, in accordance with all applicable requirements of law, this Settlement, and any deliverables approved under this Settlement and within the specified time schedules established by and approved under this Settlement.

59. Stipulated Penalty Amounts - Work (Including Payments and Excluding Deliverables).

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 59.b:

Penalty Per Violation Per Day	Period of Noncompliance
$400	1st through 14th day
$600	15th through 30th day
$1000	31st day and beyond

b. Compliance Milestones. Failure to file an environmental covenant.

60. Stipulated Penalty Amounts - Deliverables. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables pursuant to this Settlement:

Penalty Per Violation Per Day	Period of Noncompliance
$400	1st through 14th day
$600	15th through 30th day
$1000	31st day and beyond

61. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 72 (Work Takeover), Respondent shall be liable for a stipulated penalty in the amount of $10,000.

62. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision or order. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under Paragraph 23 (Work Plan and Implementation), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and (b) with respect to a decision by the EPA Management Official at the Assistant Regional Administrator level or higher, under Paragraph 51 (Formal Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

63. Following EPA's determination that Respondent has failed to comply with a requirement of this Settlement, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

64. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the Dispute Resolution procedures under Section XV (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with Paragraph 46 (Payments for Future Response Costs).

65. If Respondent fails to pay stipulated penalties when due, Respondent shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondent has timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 62 until the date of payment; and (b) if Respondent fails to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 64 until the date of payment. If Respondent fails to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

66. The payment of penalties and Interest, if any, shall not alter in any way Respondent's obligation to complete the performance of the Work required under this Settlement.

67. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided however, that EPA shall not seek civil penalties pursuant to Section 106(b) or Section 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 72 (Work Takeover).

68. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XVIII. COVENANTS BY EPA

69. Except as provided in Section XIX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondent of its obligations under this Settlement. These covenants extend only to Respondent and do not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

70. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from OU1. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking

other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

71. The covenants set forth in Section XVIII (Covenants by EPA) do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

a. liability for failure by Respondent to meet a requirement of this Settlement;

b. liability for costs not included within the definition of Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for violations of federal or state law that occur during or after implementation of the Work;

f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of OU1; and

h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to OU1 not paid as Future Response Costs under this Settlement.

72. Work Takeover.

a. In the event EPA determines that Respondent: (1) has ceased implementation of any portion of the Work; (2) is seriously or repeatedly deficient or late in its performance of the Work; or (3) is implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice (Work Takeover Notice) to Respondent. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondent a period of 3 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 3-day notice period specified in Paragraph 72.a, Respondent has not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary (Work Takeover).

EPA will notify Respondent in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 72.b.

c. Respondent may invoke the procedures set forth in Paragraph 51 (Formal Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 72.b. However, notwithstanding Respondent's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 72.b until the earlier of (1) the date that Respondent remedies, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 51 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XX. COVENANTS BY RESPONDENT

73. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, and this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through 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 claims under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding the Work, Future Response Costs, and this Settlement;

c. any claim arising out of response actions at or in connection with OU1, including any claim under the United States Constitution, the State of Utah Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

74. 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 any of the reservations set forth in Section XIX (Reservations of Rights by EPA), other than in Paragraph 71.a (liability for failure to meet a requirement of the Settlement), 71.d (criminal liability), or 71.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

75. Nothing in this Settlement 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).

76. Respondent reserves, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code,

and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondent's deliverables or activities.

XXI. OTHER CLAIMS

77. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

78. Except as expressly provided in Section XVIII (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

79. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXII. EFFECT OF SETTLEMENT/CONTRIBUTION

80. Nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XX (Covenants by Respondent), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to OU1 against any person not a Party hereto. Nothing in this Settlement 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).

81. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or

as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are the Work and Future Response Costs.

82. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

83. Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

84. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to OU1, Respondent 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 in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVIII (Covenants by EPA).

XXIII. INDEMNIFICATION

85. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondent as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Respondent shall, to the extent authorized by law, indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondent's behalf or under its control, in carrying out activities pursuant to this Settlement. Further, Respondent agree to pay the United States all costs it incurs, including but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement. Neither Respondent nor any such contractor shall be considered an agent of the United States.

86. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

87. Respondent covenants not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to OU1, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to OU1, including, but not limited to, claims on account of construction delays.

XXIV. INSURANCE

88. Respondent is insured through its participation in the Risk Management Fund of the State of Utah, U.C.A. § 63A-4-101 *et seq.* Respondent shall name EPA as an additional insured with respect to Respondent's negligent acts or omissions. If Respondent is required to defend, indemnify, or hold harmless EPA, a defense shall be provided by the State of Utah Division of Risk Management through its contracted Assistant Attorneys General.

XXV. MODIFICATION

89. The OSC may modify any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

90. If Respondent seeks permission to deviate from any approved work plan or schedule, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 89.

91. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding any deliverable submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

92. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations required by this Settlement, including post removal site controls and payment of Future Response Costs, EPA will provide written notice to Respondent. If EPA determines that such Work has not been completed in accordance with this Settlement, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Removal Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Removal Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Removal Work Plan shall be a violation of this Settlement.

XXVII. INTEGRATION/APPENDICES

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

a. "Appendix A" is the Action Memorandum and Action Memorandum Amendment.

b. "Appendix B" is the Environmental Covenant.

c. "Appendix C" is the description and/or map of OU1.

XXVIII. EFFECTIVE DATE

94. This Settlement shall be effective upon signature by the Regional Administrator or his delegatee

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

1/18/17
Dated

David Ostrander, Director
Preparedness, Assessment, and Emergency Response Program
U.S. Environmental Protection Agency, Region 8

1/11/17
Dated

Andrea Madigan
CERCLA Supervisory Attorney
Legal Enforcement Program
U.S. Environmental Protection Agency, Region 8

1/18/17
Dated

Aaron Urdiales, Director
RCRA & CERCLA Technical Enforcement Program
U.S. Environmental Protection Agency, Region 8

Signature Page for Settlement Regarding OU 1 of the Uintah Mining District Superfund Site

FOR: The Board of Education of Park City School District

12/6/2016
Dated

Tania Knauer
President

12/6/16
Dated

Todd Hauber
Business Administrator

When Recorded Return To:

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

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

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.

Ellen Paul Wells
(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)

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

Appendix C

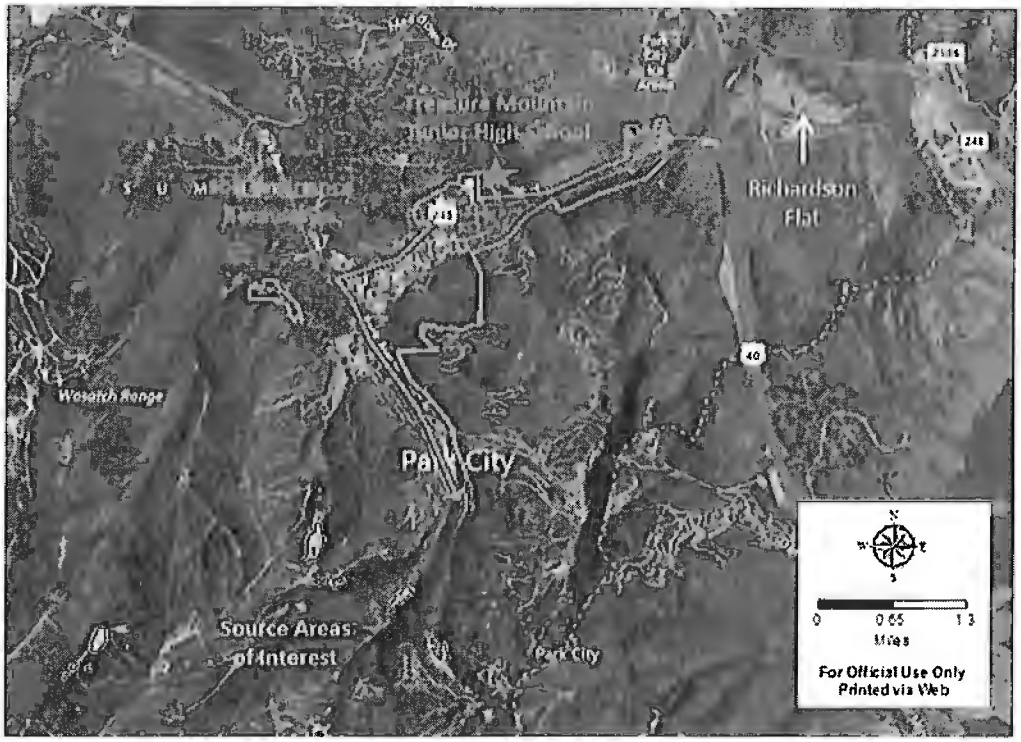
Richardson
Flat
Wasatch Range
Park City
Source Areas
of Interest
Park City
0
0.65
1.3
Miles
For Official Use Only
Printed via Web

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