

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2011 SEP 20 AM 8:40

FILED
EPA REGION VIII
RECORDING CLERK

IN THE MATTER OF:)	
)	
Bountiful/Woods Cross/ 5th South PCE Plume NPL Site)	U.S. EPA Region 8
Bountiful, West Bountiful, and Woods Cross, Davis County, Utah)	CERCLA Docket No. <u>CERCLA-08-2011-0016</u>
)	
Davis County)	
)	PROCEEDING UNDER SECTION
SETTLING PARTY)	122(h)(1) OF CERCLA
_____)	42 U.S.C. § 9622(h)(1)

ADMINISTRATIVE SETTLEMENT AGREEMENT FOR ACCESS

I. JURISDICTION

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

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

II. BACKGROUND

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

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

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

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

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

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

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

III. PARTIES BOUND

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

IV. STATEMENT OF PURPOSE

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

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

V. DEFINITIONS

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

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

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

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVIII.

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

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

f. "Parties" shall mean EPA and the Settling Party.

g. "Property" shall mean that portion of the Site that is owned by Settling Party. The Property is located approximately at 35 North 1100 West in West Bountiful, Davis County as shown in Appendix A.

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

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

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

k. "Settling Party" shall mean Davis County.

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

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

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

VI. ACCESS

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

provide EPA and UDEQ, and their representatives and contractors unlimited access to the Property.

14. Environmental Covenant

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

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

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

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

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

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

e. Once signed by UDEQ, Settling Party shall, within 15 days of receipt of the fully executed environmental covenant, record, in the Recorder's Office of Davis County, State of Utah, the fully executed environmental covenant.

15. Within 30 days of recording the environmental covenant, Settling Party shall

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

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

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

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

VIII. COVENANT NOT TO SUE BY EPA

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

IX. RESERVATIONS OF RIGHTS BY EPA

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

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

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

X. COVENANT NOT TO SUE BY SETTLING PARTY

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

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

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

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

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

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

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

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

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

25. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Party is entitled, as of the effective date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Property, by the United States or any other person. The “matters addressed” in this

Settlement Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Settlement Agreement (except for claims for failure to comply with this Settlement Agreement), in the event that EPA asserts rights against Settling Party coming within the scope of such reservations. In the event that Settling Party's waiver of claims becomes inapplicable in accordance with Paragraph 23, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for "matters addressed" as defined above.

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

XII. ACCESS TO INFORMATION

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

28. Confidential Business Information and Privileged Documents.

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

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

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

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

XIII. RETENTION OF RECORDS

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

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

XIV. CERTIFICATION

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

XV. NOTICES AND SUBMISSIONS

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

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

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

As to Settling Party:

Attn.
Davis County Commission Office
Davis County
28 East State Street
P. O. Box 618
Farmington, UT 84025

XVI. INTEGRATION/APPENDICES

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

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

Appendix B is the draft environmental covenant.

XVII. PUBLIC COMMENT

35. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to

this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVIII. EFFECTIVE DATE

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

IT IS SO AGREED:

DAVIS COUNTY

By 
Louenda H. Downs, Chair
Board of Davis County Commissioners
2011-135

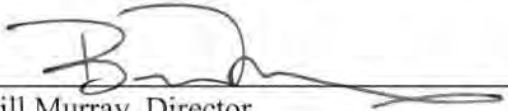
Date 5/24/17


Attest:

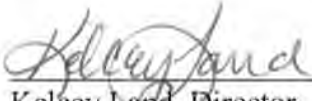

Steve S. Rawlings
Davis County Clerk/Auditor

{Remainder of page intentionally left blank}

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

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

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

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

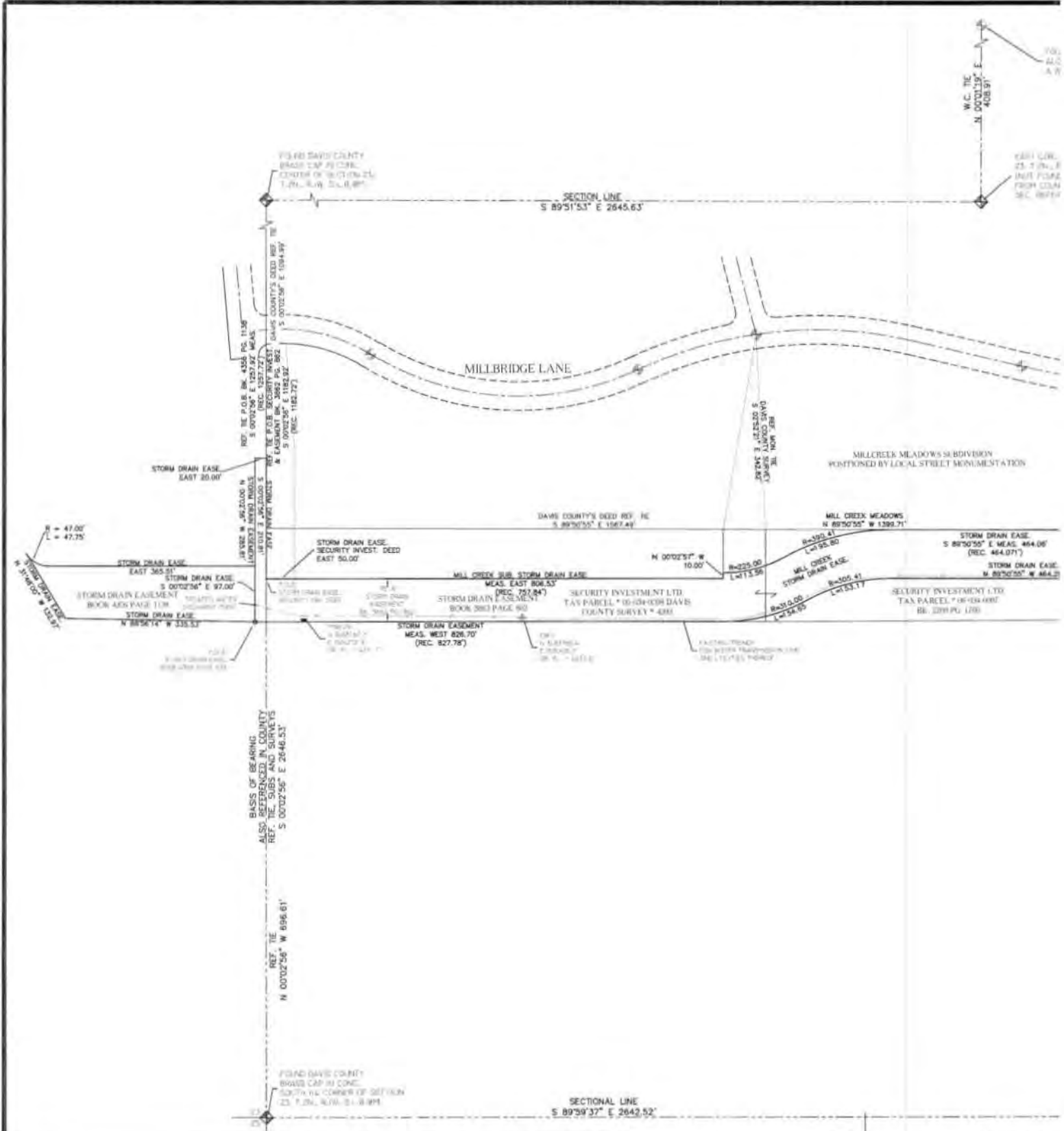
{Remainder of page intentionally left blank}

FOR THE U.S. DEPARTMENT OF JUSTICE

By: Ignacia S. Moreno

Ignacia S. Moreno
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington D.C. 20530

8/24/11
Date



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

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



- * PLANNING
- * ENGINEERING
- * SURVEYING

ACCESS FOR:
 PACIFIC
 On Behalf
 U.S. ENV.
 PROTEC

ACCESS AGREEMENT SURVEY

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

AS SURVEYED DESCRIPTIONS

DAVIS COUNTY'S PARCEL OVERALL DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDS OF MILL CREEK MEADOWS SUBDIVISION WHICH POINT LIES SOUTH $00^{\circ}02'56''$ EAST 1094.99 FEET ALONG SECTION LINE (BASIS OF BEARING 2646.53' SECTIONAL MON. TO SECTIONAL MON.) AND SOUTH $89^{\circ}50'55''$ EAST, A DISTANCE OF 1,567.49 FEET FROM THE CENTER OF SECTION 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE CONTINUING SOUTH $89^{\circ}50'55''$ EAST ALONG SAID LINE, A DISTANCE OF 793.73 FEET TO THE WESTERLY R.O.W. LINE OF 1100 WEST; THENCE SOUTH $00^{\circ}16'24''$ EAST ALONG SAID R.O.W., A DISTANCE OF 151.01 FEET; THENCE SOUTH $89^{\circ}44'43''$ WEST GENERALLY ALONG A WIRE AND CHAIN LINK FENCE A DISTANCE OF 794.52 FEET; THENCE NORTH $00^{\circ}01'33''$ EAST, A DISTANCE OF 156.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.80 ACRES, MORE OR LESS.

TOGETHER WITH: MILL CREEK STORM DRAIN EASEMENT

BEGINNING AT A POINT WHICH IS SOUTH $00^{\circ}02'56''$ EAST 1,182.92 FEET ALONG SECTION LINE (BASIS OF BEARING 2646.53' SECTIONAL MON. TO SECTIONAL MON.) FROM THE CENTER OF SECTION 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE EAST, ALONG MILL CREEK MEADOWS SUB., A DISTANCE OF 806.53 FEET; THENCE NORTH $00^{\circ}02'57''$ WEST ALONG SAID SUB. BOUNDARY, A DISTANCE OF 10.00 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH $00^{\circ}19'55''$ EAST, A RADIAL DISTANCE OF 225.00 FEET ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $28^{\circ}54'41''$, A DISTANCE OF 113.56 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 390.41 FEET AND A CENTRAL ANGLE OF $28^{\circ}43'51''$; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 195.80 FEET TO THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION; THENCE SOUTH $89^{\circ}50'55''$ EAST, A DISTANCE OF 464.08 FEET TO THE WESTERLY BOUNDARY OF DAVIS COUNTY'S PARCEL; THENCE SOUTH $00^{\circ}01'33''$ WEST, ALONG SAID PARCEL, A DISTANCE OF 85.00 FEET; THENCE NORTH $89^{\circ}50'55''$ WEST, A DISTANCE OF 464.29 FEET TO THE POINT OF A CURVE OF TANGENCY TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH $00^{\circ}02'54''$ EAST, A RADIAL DISTANCE OF 305.41 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $28^{\circ}20'08''$, A DISTANCE OF 153.17 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 310.0 FEET AND A CENTRAL ANGLE OF $28^{\circ}23'01''$; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 154.65 FEET; THENCE WEST, A DISTANCE OF 826.70 FEET; THENCE NORTH $00^{\circ}02'56''$ WEST, A DISTANCE OF 285.81 FEET; THENCE EAST, A DISTANCE OF 20.00 FEET TO DESCRIBED ABOVE QUARTER SECTION LINE; THENCE SOUTH $00^{\circ}02'56''$ EAST, A DISTANCE OF 210.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.05 ACRES, MORE OR LESS.

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

BEGINNING AT A POINT WHICH IS SOUTH $00^{\circ}02'56''$ EAST 1257.92 FEET ALONG SECTION LINE (BASIS OF BEARING 2646.53' SECTION MON. TO SECTION MON.) AND WEST 20.00 FEET FROM THE CENTER OF SECTION 23 "AN EXISTING DAVIS COUNTY BRASS CAP IN CONCRETE" TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

THENCE NORTH $88^{\circ}56'14''$ WEST, A DISTANCE OF 335.53 FEET TO THE EASTERLY BOUNDARY LINE OF THE BUREAU OF RECLAMATION 90 FOOT WIDE EASEMENT AS DESCRIBED IN BOOK 81 PAGE 634 OF DAVIS COUNTIES RECORDS; THENCE NORTH $31^{\circ}48'00''$ WEST, ALONG SAID BOUNDARY LINE A DISTANCE OF 132.97 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH $58^{\circ}11'50''$ EAST, A RADIAL DISTANCE OF 47.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $58^{\circ}12'00''$, A DISTANCE OF 47.75 FEET; THENCE EAST, A DISTANCE OF 365.51 FEET; THENCE SOUTH $00^{\circ}02'56''$ EAST, A DISTANCE OF 97.00 FEET, TO POINT OF BEGINNING.

CONTAINING 0.7841 ACRES, MORE OR LESS.

1100 WEST STREET

66.0'

DAVIS DEED CO.
MEAS. R.O.W.
S $00^{\circ}16'24''$ E 151.01'
(REC. 151.55)

44.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 30 (2 00);
 A DISTANCE OF 47.75 FEET; THENCE EAST, A DISTANCE OF 365.51 FEET; THENCE SOUTH
 00°02'56" EAST, A DISTANCE OF 97.00 FEET, TO POINT OF BEGINNING.
 CONTAINING 0.7841 ACRES, MORE OR LESS.

SURVEYOR'S NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF PACIFIC WESTERN TECHNOLOGIES ON
 BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, FOR THE PURPOSE TO SURVEY THE
 BOUNDARIES OF THE MILL CREEK STORM DRAIN EASEMENT, AND DAVIS COUNTY'S PARCELS, SHOWN
 HEREON AS OVER ALL DESCRIPTION, AND PURPOSE FOR ACCESS ACROSS THESE SAID AREAS.

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

NOTE:

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

SURVEYOR'S CERTIFICATE

I, R. SHANE JOHANSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR,
 HOLDING CERTIFICATE No. 7075114, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH,
 AND THAT I HAVE MADE A SURVEY OF THE DESCRIBED TRACT OF LAND AS SHOWN ON THIS PLAT
 AND THAT THIS SURVEY RETRACES LOT LINES AND MAY HAVE ADJUSTED SAID LOT LINES TO
 COINCIDE WITH FOUND EVIDENCE AND OTHER INTERPOLATIONS BASED FROM GROUND MEASUREMENTS
 AND FOUND RECORDS. FURTHERMORE I RECOGNIZE THAT OTHER UNWRITTEN RIGHTS OF OWNERSHIP
 OR LINES OF POSSESSION MAY EXIST, I DO NOT IMPLY TO CERTIFY ANY OF THOSE RIGHTS, UNLESS
 AGREED UPON BY THE APPROPRIATE PARTIES.

S 00°16'24" E 2559.40'
 MON. TO MON.

1100 WEST STREET

NT
 OF
 ST
 ED

it for
 id The
 ncy



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

When Recorded Return To:

**Davis County
28 East State Street
P. O. Box 618
Farmington, UT 84025**

With a copy to:

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

and

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

Parcel ID No. 06-034-0070 and Parcel ID No. 06-034-0071

ENVIRONMENTAL COVENANT

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

A. Environmental Response Project

1. EPA's studies at the Bountiful/Woods Cross 5th South PCE Plume Site ("Site") located in Bountiful, West Bountiful, and Woods Cross, Utah have determined that a tetrachloroethylene (PCE)-contaminated groundwater plume (PCE Plume), from past dry cleaning operations at 344 South 500 West in Bountiful, extends from the source west under the Holly Refinery property to beyond 1100 West Street in West Bountiful and then under Owner's property at approximately 35 North 1100 West, West Bountiful, Utah. The PCE Plume is designated as Operable Unit 2 ("OU 2") at the Site.

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

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

B. Covenant

Now therefore, the Parties agree to the following:

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

2. Property. This Environmental Covenant concerns two tracts of real property, designated as Lots 10 & 12 owned by Davis County, located at approximately 35 North 1100 West, West Bountiful, Utah, in Davis County, Utah, and more particularly described as:

Lot 10 being known as Parcel ID Number 06-034-0070 and Lot 12 being known as Parcel ID Number 06-034-0071 being combined and more particularly described as:

Beginning at a point which is S 0°01'04" W 1094.28 feet along the Section Line and West 1075.46 feet from the East 1/4 Corner of Section 23-T2N-R1W, SLM; & Running thence South 155.10 feet; thence N 89°44'43" E 798.82 feet along the existing fence line; thence North 151.55 feet along fence on west side of Street; thence West 798.81 feet to point of beginning. Cont. 2.812 acres.

(Lot 10 & Lot 12 are hereinafter together referred to as the "Property").

3. Owner. Davis County, a political subdivision of the State of Utah, whose offices are located at 28 East State Street, Farmington, Utah 84025, is the owner of the Property in fee simple. Consistent with Paragraph B7 of this Environmental Covenant, the obligations of the Owner are imposed on assigns, successors in interest, including without limitation future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and the like (“Transferee”).

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

5. Agency. DEQ and EPA are each an “Agency”, as defined in Section 57-25-102(2) of the Utah Act, in regards to this Environmental Covenant. EPA and DEQ may be referred to herein collectively as the “Agencies”.

6. Activity and Use Limitations. As part of the Environmental Response Project described above, the Owner hereby imposes and agrees to implement, administer, and maintain the following activity and use limitations. In the event the Owner conveys or transfers an interest in the Property or any portion thereof to another party, the Owner shall take necessary measures to ensure that the Transferee will implement, administer, and maintain the following activity and use limitations:

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

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

8. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party, and shall not be deemed a waiver of the party’s right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the DEQ or EPA from exercising any authority under applicable law.

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

Environmental Response Project described above.

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20 __, RECORDED IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER ON _____, 20 __, AS ENTRY NUMBER _____, IN BOOK _____ AT PAGE _____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

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

Owner shall notify the Agencies within *ten (10)* days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, *and telephone number* of the Transferee, a copy of the deed, or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred.

12. Representations and Warranties. Owner hereby represent and warrant to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the interests or encumbrances identified in Exhibit B (Ownership and Encumbrance Title Abstract) attached hereto and incorporated by reference herein;
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;

- D. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property, and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Owner is a party or by which Owner may be bound or affected.

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

14. Effective Date, Severability and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

15. Recordation and Distribution of Environmental Covenant. Within *thirty (30)* days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Davis County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the DEQ; EPA; the City of West Bountiful and each person holding a recorded interest in the Property.

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

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

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

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

Owner:
Davis County Commission Office
Davis County
28 East State Street
P. O. Box 618
Farmington, UT 84025

17. Governmental Immunity. In executing this covenant, the DEQ does not waive governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah, its agencies, successors, departments, agents, and employees (“State”) from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to sections 57-25-109 and 57-25-110 of the Utah Code Ann. or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

The undersigned representatives of Owner represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

DAVIS COUNTY

By Louenda H. Downs
Louenda H. Downs, Chair
Board of Davis County Commissioners

Date 5/24/11

2011-135

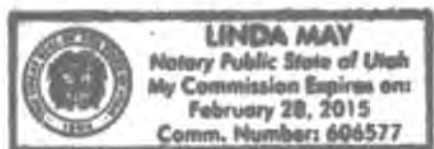
Attest:

Steve S. Rawlings
Steve S. Rawlings
Davis County Clerk/Auditor

STATE OF UTAH)
)ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 24th day of May 2011 by Louenda H. Downs and Steve S. Rawlings who duly represented to me that they are the Chair of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to action taken by the Board of Commissioners.

Linda May
Notary Public



United States Environmental Protection Agency

Bill Murray
Director, Superfund Remedial Branch

Date

State of Colorado)
)
County of Denver) ss:

Before me, a notary public, in and for said county and state, personally appeared Bill Murray, an authorized representative of the United States Environmental Protection Agency, who acknowledged to me that he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this _____ day of _____, 2011.

Notary Public

March 2, 2011



Ms. Carol Pokorny
U.S. Environmental Protection Agency Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

**Re: ESS4 Contract #EP-R8-09-10
Task Order: 032
Bountiful – Amendment A
Draft Letter Report**

Dear Ms. Pokorny,

Toeroek is submitting this Draft Letter Report in response to Task Order (TO) No. 032, Amendment A. This Amendment to TO-032 directed Toeroek to conduct title research and determine exceptions to title for two additional parcels. The properties are located in Davis County, Utah, Section 23, Township 2 North, Range 1 West of the Salt Lake Base and Meridian.

On January 4, 2011, Toeroek submitted a Final Ownership and Encumbrance Letter Report to EPA regarding five parcels owned by Security Investment Ltd.: #06-034-0098, #06-034-0097, #06-034-0019, #06-033-0008 and #06-033-004 (Davis County, Utah tax parcel numbers). At EPA's request, Amendment A is presented in a simplified format.

The two additional parcels that EPA requested ownership and encumbrance information for are #06-034-0070 and #06-034-0071. Toeroek worked with a local title company in the Bountiful, Utah area to obtain copies of the title documents and to prepare an ownership and encumbrance abstract table for these parcels. The title information presented in this report is current through February 22, 2011.

Attachment 1 to this report is a title abstract table listing and describing the ownership and encumbrance documents provided by the title company for parcels #06-034-0070 and #06-034-0071. The electronic version of this table, provided on the included CD, contains hyperlinks to these documents and the tax information provided for each parcel by the Davis County, Utah Treasurer.

Thank you for this project. Please contact me by email (lgarner@toeroek.com) or by phone (720.898.4105) with any questions or comments.

Sincerely,

Lindsay Garner
Environmental Analyst

300 Union Boulevard
Suite 520
Lakewood, CO 80228-1552
www.toeroek.com
Phone: 303-420-7735
Fax: 303-420-7658

Attachment 1 – Ownership and Encumbrance Title Abstract Table
CD



CC: R. Sisk (w/Attachments)
TO-032 File

**ATTACHMENT 1 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL – AMENDMENT A
March 2, 2011**

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grahee	Instrument Date	Recorded Date	Description
06-033-0070	T-006	# 2017602 B3623/P1144 B-027	Resolution	Davis County Commission	South Davis Recreation Special Service District	6/15/2004	9/14/2004	A Resolution Establishing and Organizing the South Davis Recreation Special Service District, Establishing the Boundaries of Said District, Designating the Type of Service to be Performed Within the Boundaries of the District, Providing for the Appointment of an Initial Administrative Control Board of the District and Prescribing and Setting Forth Other Details and Matters In Connection Therewith.
		#1762849 B3066/P1224 B-032	Abandonment of Easement	Davis County, UT		6/18/2002	6/18/2002	Davis County abandoned the easement described in the Easement Agreement dated August 27, 1986 and recorded at Entry # 749828, B1108/P460 (included here as B-028).
		#749828 B1108/P460 B-028	Easement Agreement	Davis County, UT Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust Security Investment Company	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust Security Investment Company	8/27/1986	8/27/1986	Conveys a ten-foot wide easement identified in Exhibit A (included here), which shall be for the construction and maintenance of an irrigation pipeline together with all appurtenant boxes, gates and turn-outs. The easement was to be appurtenant to and run with the real property described in Exhibit B (also included). The irrigation pipeline was intended for use on the properties of the Georges and the Security Investment Company and their respective successors and assigns.
		#722870 B1068/P134 B-031	Withdrawal	Davis County Assessor	Rex L. George Margaret A. George	12/30/1985	12/31/1985	No copy available of this document
		#722869 B1068/P132 B-029	Quit Claim Deed	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust	Davis County, UT	12/27/1985	12/31/1985	Conveys parcel described as: Beginning at a point which is S 0° 01' 04" W 1094.28 feet along the Section Line and West 1075.46 feet and south 150.81 feet from the east quarter corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian; and running thence south 4.29 feet, thence N 89° 44' 43" East 798.82 feet along the existing fence line, thence north 0.74 feet along fence on west side of Street, thence west 798.81 feet, to the point of beginning. Containing 0.046 acres.
		#722868 B1068/P130 B-030	Warranty Deed	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust	Davis County, UT	12/27/1985	12/31/1985	Conveys parcel described as: Beginning at a point which is S 0° 01' 04" W 1094.28 feet along the Section Line and West 1075.46 feet from the east quarter corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian; and running thence south 150.81 feet, thence east 798.81 feet, thence north 150.81 feet along fence on west side of Street, thence west 798.81 feet, to the point of beginning. Containing 2.766 acres.

**ATTACHMENT 1 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL – AMENDMENT A
March 2, 2011**

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
06-034-0071	I-007	#686680 B1011/P963 B-033	Quit Claim Deed	Rex L. George Margaret A. George	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust	10/24/1984	11/1/1984	Deed conveys three separate parcels consisting of 7.295, 27.015 and 0.38 acres.
		# 2017602 B3623/P1144 B-027	Resolution	Davis County Commission	South Davis Recreation Special Service District	6/15/2004	9/14/2004	A Resolution Establishing and Organizing the South Davis Recreation Special Service District, Establishing the Boundaries of Said District, Designating the Type of Service to be Performed Within the Boundaries of the District, Providing for the Appointment of an Initial Administrative Control Board of the District and Prescribing and Setting Forth Other Details and Matters in Connection Therewith.
		#1522019 B2514/252 B-036	Ordinance	West Bountiful City Corp.	To Whom It May Concern	5/18/1999	6/8/1999	The City of West Bountiful adopted and passed an ordinance amending the municipal zoning map, annexing certain real property and extending the corporate limits of West Bountiful, UT.
		#749828 B1108/P460 B-028	Easement Agreement	Davis County, UT Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust Security Investment Company	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust Security Investment Company	8/27/1986	8/27/1986	Conveys a ten-foot wide easement identified in Exhibit A (included here), which shall be for the construction and maintenance of an irrigation pipeline together with all appurtenant boxes, gates and turn-outs. The easement was to be appurtenant to and run with the real property described in Exhibit B (also included). The irrigation pipeline was intended for use on the properties of the Georges and the Security Investment Company and their respective successors and assigns.
		#722870 B1068/P134 B-031	Withdrawal	Davis County Assessor	Rex L. George Margaret A. George	12/30/1985	12/31/1985	This is a Withdrawal of Application and/or Assessor's Certificate of Release of Rollback Tax Lien Farmland Assessment Act of 1969, UCA 1952 A-2 Amended. The Davis County Assessor certified that the roll-back tax lien and rights on the described property had been paid and fully satisfied, and shall be withdrawn henceforth from the effect of said Act, and the lien asserted thereunder. The parcel listed is the subject of the Warranty Deed at Entry #722868, B1068/P130, B-030.
		#722869 B1068/P132 B-029	Quit Claim Deed	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust	Davis County, UT	12/27/1985	12/31/1985	Conveys parcel described as: Beginning at a point which is S 0° 01' 04" W 1094.28 feet along the Section Line and West 1075.46 feet and south 150.81 feet from the east quarter corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian; and running thence south 4.29 feet; thence N 89° 44' 43" East 795.82 feet along the existing fence line; thence north 0.74 feet along fence on west side of Street; thence west 798.81 feet; to the point of beginning. Containing 0.046 acres.

**ATTACHMENT 1 – OWNERSHIP AND ENCUMBRANCE TITLE ABSTRACT
TO-032 BOUNTIFUL – AMENDMENT A
March 2, 2011**

Parcel ID	Tax Info	Instrument	Instrument Type	Grantor	Grantee	Instrument Date	Recorded Date	Description
		#722868 B1068/P130 <u>B-030</u>	Warranty Deed	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust	Davis County, UT	12/27/1985	12/31/1985	Conveys parcel described as: Beginning at a point which is S 0° 01' 04" W 1094.28 feet along the Section Line and West 1075.46 feet from the east quarter corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian; and running thence south 150.81 feet, thence east 798.81 feet, thence north 150.81 feet along fence on west side of Street, thence west 798.81 feet, to the point of beginning. Containing 2.766 acres.
		#686680 B1011/P963 <u>B-033</u>	Quit Claim Deed	Rex L. George Margaret A. George	Rex L. George and Margaret A. George as Trustees of the Rex L. George and Margaret A. George Family Trust	10/24/1984	11/1/1984	Deed conveys three separate parcels consisting of 7.295, 27.015 and 0.38 acres.
		#583027 B853/P1 <u>B-034</u>	Warranty Deed	Orson H. Ellis June J. Ellis	Rex L. George Margaret A. George	1/02/1981	1/2/1981	Deed conveys a 3.01 acre parcel of land, the legal description of which is mostly illegible on the copy of the deed on file with the county recorder.