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Gary W. Ott
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 15 P.

Appendix A

Environmental Covenant

Prepared by:

Hill West Environmental
7445 S. Brighton Road
Cottonwood Heights, UT 84121

When Recorded Return To:

Mr. Michael Taylor
The Church of Jesus Christ of Latter-day Saints, Risk Management Division
50 East North Temple Street
Salt Lake City, Utah 84150

With Copy to:

Scott T. Anderson, Director
Utah Department of Environmental Quality
Division of Solid and Hazardous Waste
P.O. Box 144880
Salt Lake City, UT 84114-4880

James J. Smith, Manager of Environment for Saint-Gobain North America
Saint-Gobain Corporation
750 E. Swedesford Road
PO Box 860
Valley Forge, PA 19482-0101

Affecting a part of tax parcel No: 15-15-301-012

[Space above this line for Recorder's Use]

Appendix A-1

1. This Environmental Covenant is entered into by Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner"), which owns the LDS Printing and Distribution Center, located at 1822 S Industrial Road, Salt Lake City, Utah and the Director of the Division of Solid and Hazardous Waste ("Director), pursuant to Utah Code Ann. §§ 57-25-101, et seq., for the purpose of limiting the use of a subsection of the Property described in paragraph 5, below, to the activity and use limitations set forth herein.

Environmental Response Project

2. The environmental response project is referred to as the Eastman Christensen IRP Site Management Plan, 1822 South Industrial Road, Salt Lake City, Salt Lake County, Utah. This plan is incorporated into this Environmental Covenant by reference. The project administrative records are maintained and managed by the Utah Department of Environmental Quality, Division of Solid and Hazardous Waste ("DSHW").

Former site owners include Remington Munitions Manufactory, Reynolds Metals, Christensen Inc., and Eastman Christensen. In 1977 the Norton Company purchased Christensen, Inc. Eastman Christensen Company was formed by a joint venture between Norton Christensen, Inc. and Eastman Whipstock Manufacturing, Inc. on August 31, 1986. The Industrial Road Plant site was brought into this joint venture, but Norton Christensen retained obligations for Eastman Christensen Industrial Road Plant (IRP) site by specific agreement in the divestiture to Baker Hughes in 1990. Saint Gobain Corporation purchased Norton Company on September 18, 1990.

EPA Registry identifies the IRP site as RCRA Source ID UTD042831628 and FRS Source ID 110009506640.

Beginning in the mid-1990s, Saint Gobain conducted site investigations at the 1822 South Industrial Road Property. These investigations demonstrated that subsurface soils and groundwater at the IRP site were contaminated with hexavalent chromium (Cr^{+6}). The source of the contamination stemmed from the piping and dip tank located at the site originally referred to as the Reynolds Metal building. Equipment, including military parts, received protective coatings at this facility. Following the site investigation activities, Saint Gobain undertook a feasibility study to examine remedial options. Remediation began with a pump and treat system that extracted chromium contaminated groundwater, concentrated the contaminants, pressed them into a cake and returned the groundwater. After an extended remedial action, it was determined the source was extensive enough that in 1999, an excavation to remove the source material was initiated. Approximately 692 tons of contaminated soils, debris and sludge, as well as 1800 gallons of contaminated groundwater were removed. Clean fill was imported to fill the excavation. The Property was purchased in 1999 by Owner. The deed to the property has restrictions on subsurface activities (See Exhibit C). The legal description of the property, which comprises two tax lots, and surveyor's plots are shown in Exhibit A and B, attached hereto and incorporated herein. Groundwater monitoring was conducted during the period 2000 through 2011. Monitored Cr^{+6} concentrations have stayed near or below MCLs and the plume has remained stable since 2002. The Property is currently used as an employee parking lot, complete with an asphalt cover.

This Environmental Covenant is Appendix A to the Site Management Plan ("SMP"). The SMP summarizes the operational history, characterization efforts, and remediation efforts at the Site. The SMP describes the Conceptual Site Model ("CSM"), including potential pathways for contaminant migration and potential receptors. The Environmental Covenant contains activity,

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use limitations, and notice requirements that are designed to reduce risk to employees, the general public, construction workers, and the environment. Reduction of risk is achieved by restricting the usage of groundwater beneath the property for any purpose, and by requiring Owner to notify and to obtain written permission from the Director prior to installing piping, building a garage or basement-type structure, or conducting any subsurface activities.

Information about the contamination at the Eastman Christensen IRP site, located at 1822 S. Industrial Road, Salt Lake City is available for public review in the Division files at the Utah Department of Environmental Quality 2nd Floor, 195 North 1950 West, Salt Lake City, Utah 84114.

Covenant

3. Now therefore, Owner and the Director agree to the following:
4. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to Utah Code Ann §§ 57-25-101, et seq.
5. Property. This Environmental Covenant concerns an approximate 4.66 acre tract of real property, as part of tax parcel number 15-15-301-012 currently owned by Owner located at 1822 S. Industrial Road, Salt Lake City, Utah 84125, as more specifically described Exhibit A (the "Property")
6. Owner. Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, owns the Property. Consistent with Paragraph 9 of this Environmental Covenant, the obligations of Owner are imposed on assigns and successors in interest, including any Transferee. The term "Transferee" as used in this Environmental Covenant, includes the future owner of any interest in the Property or any portion thereof, including, but limited to, owners of an interest in fee simple, mortgagees, easement holders, or lessees.
7. Holder. Owner, whose address is listed above, as well as Saint Gobain Corporation, are the holders of this Environmental Covenant.
8. Activities and Use Limitations. As part of the Site Management Plan, Owner hereby imposes and agrees to comply with the following activity and use limitations;

A. Groundwater Use.

The restrictions in the Special Warranty Deed from Norton Company to CPB, dated 16 July 1998 (Exhibit C), incorporated herein by reference.

B. Notification of Intent to Conduct Subsurface Excavation Activities

No excavation activities within the area shown on in the figure attached hereto and incorporated herein as Exhibit B, that extend more than 8 feet below grade may be conducted without first obtaining written permission from the Director, which permission will not be unreasonably withheld. Prior to commencing subsurface excavation activities that extend more than 8 feet below grade, a Construction Health and Safety Plan shall be prepared. The Construction Health and Safety Plan shall specify personal protective equipment, best management practices, and engineering controls to protect construction workers from potential ingestion of and direct contact with contaminated soil or groundwater. Soil removed from the Property that originates from more than 8 feet below grade shall be tested prior to disposal; dewatering activities require grab

sample testing prior to disposal. All media disposal shall comply with local, state, and Federal regulations.

9. Running with the Land. This Environmental Covenant shall be binding upon Owners and all assigns and successors in interest, including any Transferee, and shall run with the land, herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.
10. Compliance Enforcement. Compliance with the Environmental Covenant may be enforced pursuant to Utah Code Ann. §§57-25-111. 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 against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director from exercising any authority under applicable law.
11. Rights of Access. The Director, its agents, contractors, and employees are hereby granted the right of access to the Property for implementation or enforcement of this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the Director from exercising any authority under Utah State law.
12. Notice after Conveyance. Owners shall notify the Director within thirty (30) 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 un-surveyed plat that shows the boundaries of the property being transferred.
13. Representation and Warranties. Owner hereby represents and warrants to the other signatories hereto:
 - A. That Owner is the sole owner of the Property;
 - B. That Owner holds fee simple title to the Property which is free, clear, and unencumbered;
 - C. That 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, to the best of Owner's actual knowledge, 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.
 - 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.
14. Amendment or Termination. This Environmental Covenant may be amended or terminated by written consent of all of the following: Owner or a Transferee, if applicable; and the Director, pursuant to Utah Code Ann. §§57-25-110 and other applicable law. The term "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more

activity and use limitations when there is at least one limitation remaining. The term "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

15. Severability. If any provision of the Environmental Covenant is found to be unenforceable in any respect, validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. Compliance Reporting. Owner or any Transferee shall submit to the Director at his request written documentation verifying that the activity and use limitations remain in place and are being complied with.
17. Notice of Conveyance. Owner shall notify the Director and the Holder within 30 days after each transfer of ownership of all or any portion of the Property. Owner's notice to the Director and Holder shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this environmental covenant and shall identify the date, entry no., book and page number at which this document is recorded in the records of the Salt Lake County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this environmental covenant.
18. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.
19. Recordation. 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 Salt Lake County Recorder's Office.
20. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder.
21. Distribution of Environmental Covenant. Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to: The Director; the City of Salt Lake; and any other person designated by the Director; see Utah Code Ann. § 57-25-107.
22. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Director, any document or communication required by this Environmental Covenant shall be submitted to:

CPB: Mr. Michael Taylor
The Church of Jesus Christ of Latter-Day Saints, Risk Management Division
50 East North Temple Street
Salt Lake City, Utah 84150

The Director: Scott T. Anderson, Director
Utah Department of Environmental Quality

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Division of Solid and Hazardous Waste
P.O. Box 144880
Salt Lake City, Utah 84114-4880

IT IS SO AGREED:

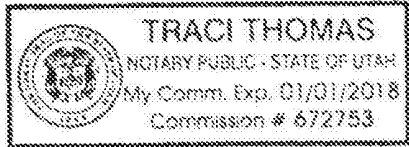
CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS,
a Utah corporation sole

By: *Michael Taylor*
Name (Print): J. Michael Taylor
Its: Authorized Agent

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 23rd day of July, 2014 personally appeared before me J. Michael Taylor, personally known to me to be an Authorized Agent of **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal *Traci Thomas*
Notary Public for the State of Utah



DIVISION OF SOLID AND HAZARDOUS WASTE



Scott Anderson, Director

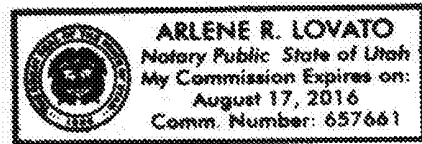
23 July 2014
Date

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

Before me, a notary public, in and for said county and state, personally appeared Scott T. Anderson, Director of the Division of Solid and Hazardous Waste, 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 23 day of July, 2014.

Arlene R. Lovato
Notary Public



**EXHIBIT A TO THE
ENVIRONMENTAL COVENANT**

Legal Description

A parcel of land situated in the South West quarter of Section 15, Township 1 S, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Utah, as described as follows:

Parcel 1

Beginning on the West Line of Industrial Road at a Point 487.80 feet South 00° 03' 08" East and 25.00 Feet South 89° 56' 52" West from the Salt Lake City Survey monument at the intersection of Industrial Road and 1700 South Street (Said Monument being North 2.658.35 Feet and 1601.18 Feet from the South Quarter Corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian) and Running thence South 00° 03' 08" East along the West Line of Industrial Road 368.27 Feet, Thence South 89° 56' 52" West 405.27 Feet, Thence North 00° 03' 08" West 368.27 Feet, Thence North 89° 56' 52" East 406.27 Feet to the Point of Beginning.

Contains 3.435 Acres

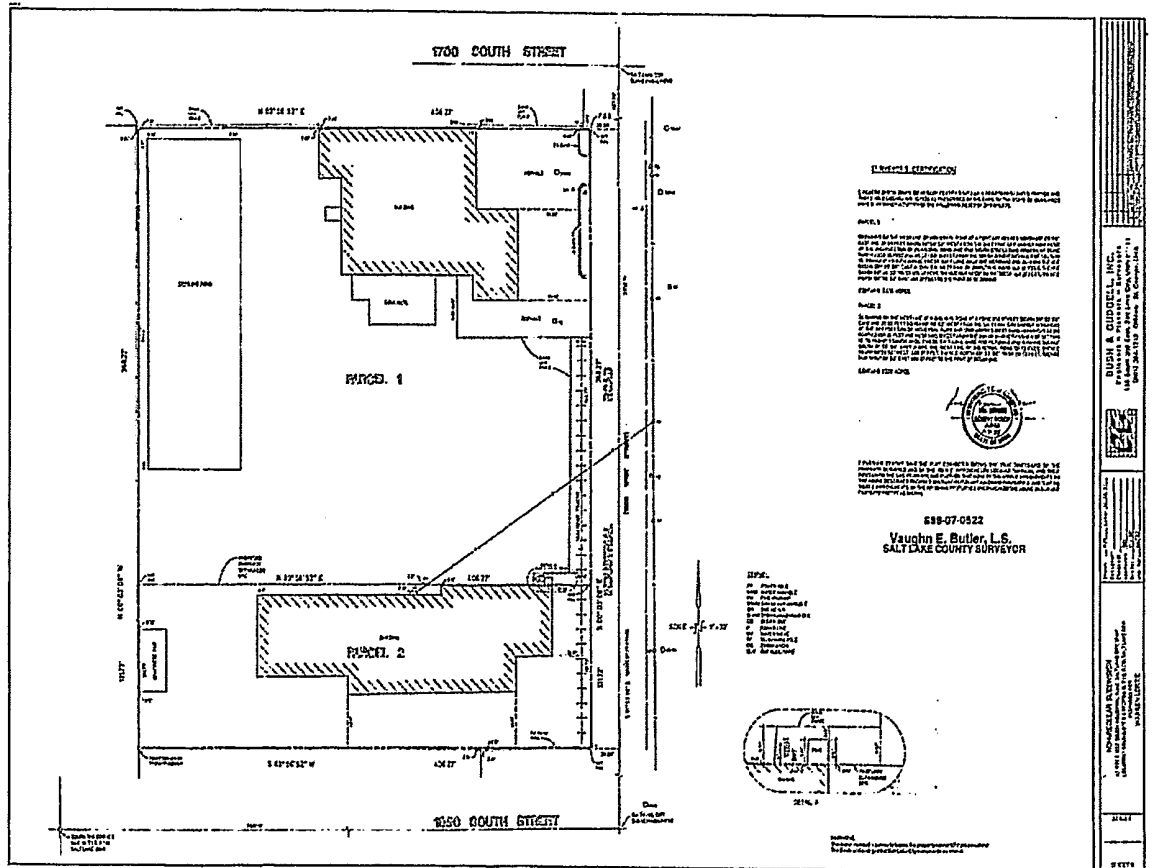
Parcel 2

Beginning on the West line of Industrial Road at a Point 856.07 feet south 00° 03' 08" East and 25.00 Feet South 89° 56' 52" West from the Salt Lake Survey Monument at the intersection of Industrial Road and 1700 South Street (Said Monument being North 2.658.35 feet and 1601.18 Feet from the South Quarter Corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian) and running Thence South 00° 03' 08" East along the West line of Industrial Road 131.73 Feet, Thence South 89° 56' 52" West 406.27 Feet, Thence North 00° 03' 08" West 131.73 Feet, Thence North 89° 56' 52" East 406.27 Feet to the Point of Beginning.

Contains 1.228 Acres

Now known as Parcel Number 15-15-301-012.

**EXHIBIT B TO THE
ENVIRONMENTAL COVENANT
Official Survey of Parcel 1 & 2**



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**EXHIBIT C TO THE
ENVIRONMENTAL COVENANT
Special Warranty Deed**

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After recording, return to:
Wallace O. Felsted, Esq.
KIRTON & McCONNIE
P.O. Box 45120
Salt Lake City, UT 84145-0120
Tax statements to be sent to:
LDS Church, Tax Administration
50 East North Temple Street, 22nd Floor
Salt Lake City, UT 84150

703675
07/27/98 11:58 AM 14-00
NANCY BARKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDS & TITLE
REC BY SV ASHBY DEPUTY - W

7036754

Send Tax Notices To:
LDS Church Tax Administration
50 East North Temple Street, 22nd Floor
Salt Lake City, Utah 84150

SPECIAL WARRANTY DEED

Norton Company, Grantor, a Massachusetts corporation, of Worcester, Massachusetts, hereby conveys and warrants against all claiming by, through, or under it to The Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, Grantee, of Salt Lake City, Utah, the following described tract of land which is located in Salt Lake County, Utah, and is more particularly described as follows:

See the attached Exhibit "A", which is incorporated herein (the "Property").

Subject to the following restrictions on the use of the Property so long as required by the Utah Department of Environmental Quality:

The publicly supplied water for the Property use shall not be supplemented using ground water extracted from a well or wells which draw water from the uppermost aquifer below the Property. Any water for on-Property use derived from a well or wells shall be extracted from the Principal Aquifer (Confined Aquifer), as defined by The Utah Department of Natural Resources (Technical Publication No. 31, 1971). However, such restriction shall not apply to the installation of groundwater monitoring wells on the Property.

Any well or wells drilled into the Principal Aquifer, as approved by the appropriate state agencies, must be installed in a manner to prevent possible cross-contamination from the uppermost aquifer into the Principal Aquifer, and drawdown in any well drilled into the Principal Aquifer shall be limited so as to prevent the possibility of any effect on the uppermost aquifer.

Also subject to non-delinquent taxes and assessments, easements and rights-of-way, liens and encumbrances of record, and all other matters enforceable at law or in equity.

Dated as of the 16th day of July, 1998.

Norton Company, a Massachusetts corporation

By *Paul H. ...*
Its Vice President and Treasurer

BK 8945761006

L70 # 19574

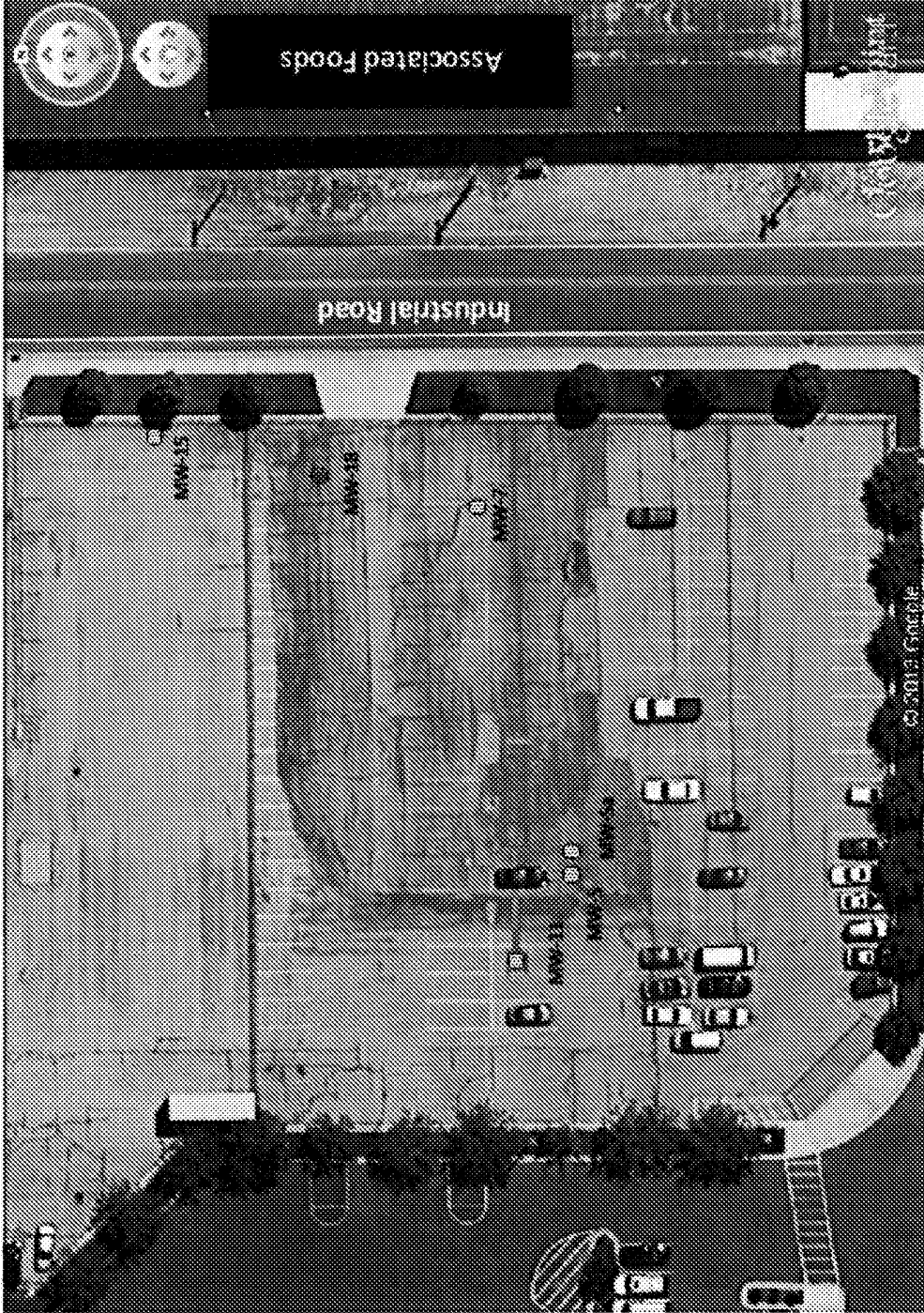
BEGINNING on the West line of Industrial Road at a point 856.07 feet South 00°03'08" East and 25.00 feet South 89°56'52" West from the Salt Lake City Survey Monument at the intersection of Industrial Road and 1700 South Street (said monument being North 2,658.35 feet and West 1,601.18 feet from the South quarter corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian) and running thence South 0°03'08" East along the West line of Industrial Road 131.73 feet; thence South 89°56'52" West 406.27 feet; thence North 0°03'08" West 131.73 feet; thence North 89°56'52" East 406.27 feet to the point of BEGINNING.

End of Deed

~~BK 804 5761008~~

**EXHIBIT D TO THE
ENVIRONMENTAL COVENANT
Existing Monitoring Well Locations**

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- Existing Monitoring Well
- Proposed Monitoring Well