

Environmental Covenant  
RG Lakeview, LLC

Entry #: 541960  
04/20/2021 03:28 PM AGREEMENT  
Page: 1 of 25  
FEE: \$44.00 BY: COTTONWOOD TITLE INSURANCE AGENCY  
Jerry Houghton, Tooele County, Recorder

**To be recorded with Tooele County  
Recorder – Utah Code § 57-25-108**

When Recorded Return To:  
Anthon Stauffer  
RG Lakeview, LLC  
2265 East Murray Holladay Road  
Holladay, Utah 84117

and

To the Director  
Utah Division of Waste Management and Radiation Control  
P.O. Box 144880  
Salt Lake City, UT 84114-4880

**Tax Parcel Nos.**

01-128-0-0004  
01-128-0-0007  
17-022-0-009C  
17-022-0-00A1  
17-022-0-006A  
01-128-0-0002  
01-128-0-0006  
17-022-0-0001  
01-128-0-0003  
01-133-0-0001  
01-133-0-0002  
01-133-0-0003

123119-CAH

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into this 14 day of April, 2021, by RG Lakeview, LLC (“RG Lakeview” or “Owner”) and the Director of the Utah Division of Waste Management and Radiation Control (“Director”), pursuant to Utah Code §§ 57-25-101 *et seq.* for the purpose of subjecting a certain 819.36 acres of undeveloped land located east of Sheep Land and north of SR-112 in Tooele, Utah (the “Property”), which is described in Paragraph 2, below, to the activity and use limitations set forth herein.

The following is a brief history of the Property. The primary sources of historic information were collected from a review of historic aerial photographs, topographic maps, city directories, interviews, and a Property reconnaissance. The review indicates that the Property

Environmental Covenant  
RG Lakeview, LLC

has been vacated and undeveloped since the date of the earliest aerial photograph from 1943. The Property is currently and was historically used as pastureland for grazing. The northeastern boundary of the Tooele Army Depot – North Area (“TEAD – N”) is located approximately one-half mile southwest of the Property. Nine groundwater monitoring wells associated with the Tooele Army Depot remediation activities are located on the Property. A copy of an Army Corps of Engineers map depicting the locations of the groundwater monitoring wells on the Property is attached hereto as Exhibit A and by this reference hereby incorporated herein. Through interviews with the USEPA, UDEQ and the Tooele Army Depot’s environmental consulting firm Parsons, it was discovered that portions of the Property fall within the 2004 Groundwater Management Area associated with the plume of dissolved trichloroethylene (“TCE”) originating from former unlined chemical disposal pits on the TEAD – N premises, and from warehouse and maintenance buildings near the northeast boundary of TEAD – N (collectively referred to as a portion of “SWMU 58”). A copy of Figure 3 in the Phase I Environmental Site Assessment Report for the Property, which shows the location of the 2004 Groundwater Management Area with respect to the Property, is attached hereto as Exhibit B and by this reference hereby incorporated herein. The plume has traveled over two miles with the flow of groundwater to the northwest from its origination point. The leading edge of the TCE plume was detected in monitoring wells on the Property at concentrations slightly greater than and also slightly lesser than the drinking water standard (five parts per billion (“ppb”)) with concentrations generally decreasing toward the northwest. Portions of the SWMU-58 groundwater plume exists beneath the Property.

Historic operations at the TEAD – N industrial/vehicle maintenance area resulted in volatile organic compounds (“VOCs”) being released to the environment from several known and suspected source areas. These releases resulted in contamination impacting soil and groundwater beneath TEAD – N. These sources are receiving active soil vapor extraction and air sparging treatment under remedial processes that are treating both the contaminated soil and associated groundwater. The post closure permit for TEAD – N states that “human health and ecological risk and migration of contaminated groundwater” are under control.

As part of the TEAD-N remedial action, groundwater monitoring is conducted in the SWMU-58 area. In addition to the basic network of wells comprising the TEAD – N groundwater monitoring program, certain wells exterior to the plume are also monitored to identify the limits of the plume. To delimit the 5-ppb plume boundary, TEAD – N monitoring wells, including D-10 and D-22 located on the Property, are monitored semi-annually and annually. Monitoring well D-25 was installed recently as a new sentinel well and is located about 200 feet north of D-22. This well is also monitored during both semi-annual monitoring events. Sentinel wells D-22 and D-25 are monitored to track and predict downgradient plume movement in order to assess the risk to downgradient receptors, and to determine when corrective actions may become necessary to mitigate those risks.

RG Lakeview received a copy of the annual groundwater monitoring report prepared by U.S. Army Corp of Engineers for Tooele Army Depot dated October 2016, October 2017, and October 2018. According to the annual groundwater monitoring reports, the contaminant of

Environmental Covenant  
RG Lakeview, LLC

concern in the groundwater on the Property is TCE. A human health risk assessment (HRA) has been conducted and groundwater risk-based concentrations (RBCs) have been developed by TEAD – N for use in managing the SWMU 58 groundwater plume. See Section 3.0 of the *SWMU 58 GWMA Plan* for further details. The residential RBC for TCE is 5 ug/L and the industrial RBC for TCE is 600 ug/L. Currently, concentrations of TCE beneath the RG Lakeview, LLC property are below the industrial RBC, but exceed the residential RBC at groundwater monitoring well D-15 (15.5 ug/L) under the southeastern portion of the property. The October 2018 monitoring report indicated the depth to groundwater at the Property ranges from 83.98 feet in monitoring well D-22 to 183 feet in monitoring well D-10. The depth to groundwater decreases from southeast to northwest, as does the concentration of dissolved TCE. United States Environmental Protection Agency (“EPA”) guidance recommends vapor intrusion modelling if volatile organics such as TCE are detected in groundwater less than 100 feet from a proposed building or occupied structure. See *OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air*, OSWER 9200.2-154 (USEPA June 2015). The southeastern portion of the Property is subject to the 2004 Groundwater Management Area. The 2004 Groundwater Management Area includes groundwater use restrictions. Use of the groundwater for drinking water is restricted. However, at the present TCE concentrations, it may be used for other purposes such as processing, stock water and non-human consumption irrigation.

The Phase I Environmental Site Assessment for the Property revealed no evidence of recognized environmental conditions concerning the Property, except for the following:

1. Dissolved TCE in the groundwater at the Property, originating from a past release from the Tooele Army Depot. The TCE plume is well studied and monitored. Due to the well-documented nature of the TCE plume, ongoing treatment of the TCE source, continued monitoring of the plume and the groundwater restrictions in place throughout the 2004 Groundwater Management Area, the dissolved TCE in the groundwater at the Property is considered a controlled recognized environmental condition.

Because of the ongoing groundwater monitoring requirements within the 2004 Groundwater Management Area and groundwater use restrictions in place on portions of the Property, RG Lakeview has agreed to prepare a Site Management Plan for the Property. As part of the Site Management Plan, RG Lakeview and the Utah Division of Waste Management and Radiation Control have agreed that RG Lakeview will record an Environmental Covenant, approved by the Director of the Utah Division of Waste Management and Radiation Control, that imposes certain activity and use limitations on portions of the Property. RG Lakeview has received a comfort letter from the Division and an enforceable written assurance letter from the Utah Division of Environmental Response and Remediation, copies of which are attached hereto as Exhibit C and by this reference hereby incorporated herein. An administrative record for the TEAD – N, including portions of the Property, is maintained, and managed by the Utah Division of Waste Management and Radiation Control.

Environmental Covenant  
RG Lakeview, LLC

## AGREEMENT

Now therefore, RG Lakeview and the Director agree to the following:

1. **Environmental Covenant.** This instrument is an Environmental Covenant developed and executed pursuant to Utah Code §§ 57-25-101 *et seq.*
2. **Property.** This Environmental Covenant concerns the Property (Tax Parcel Numbers) 01-128-0-0004, 01-128-0-0007, 17-022-0-009C, 17-022-0-00A1, 17-022-0-006A, 01-128-0-0002, 01-128-0-0006, 17-022-0-0001, 01-128-0-0003, 01-133-0-0001, 01-133-0-0002, and 01-133-0-0003, owned by RG Lakeview located at East of Sheep Lane and North of SR-112 in Tooele, Utah. A copy of a Parcel Exhibit Map and a New Site Boundary Description, dated March 5, 2021, prepared by Dominion Engineering Associates, L.C. is attached hereto as **Exhibit D** and by this reference hereby incorporated herein. The restrictions in this Environmental Covenant apply to the southeastern portion of the Property located within the 2004 Groundwater Management Area, which is more particularly described in **Exhibit B** referenced above.
3. **Owner.** The owner of the Property is RG Lakeview, LLC (“Owner”), whose business address is at 2265 East Murray Holladay Road, Holladay, Utah 84117. Consistent with Paragraph 7 herein, the obligations of Owner are imposed on assigns and successors in interest, including 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 (“Transferee”).
4. **Holder.** Owner, whose address is listed above, is the holder of this Environmental Covenant, as defined in Utah Code §§ 57-25-102(6), 103(1), 103(3)(b). The Holder agrees to enforce the activity and use limitations herein. Holder’s obligations hereunder are limited to the specific provisions and the limited purposes described herein. Subject to the provisions hereof, Holder’s rights and obligations survive the transfer of the Property.
5. **Agency.** The Utah Department of Environmental Quality (“UDEQ”) is the Agency (as defined in the Act) under this Environmental Covenant. The UDEQ may enforce this Environmental Covenant. The UDEQ assumes no affirmative duties through the execution of this Environmental Covenant. The Director is the UDEQ representative for this Environmental Covenant.
6. **Activity and Use Limitations.** The Director has determined that land use limitations are necessary for portions of the Property in order to notify any Transferee who has any interest in the Property or any portion of the Property that portions of the Property are subject to the Site Management Plan, to minimize human exposure to groundwater underlying the Property and to protect existing groundwater monitoring wells installed by the Tooele Army Depot on the Property and to assure that any future owners of the Property or any portion of the Property will implement, administer and maintain all activity and use limitations concerning the

Environmental Covenant  
RG Lakeview, LLC

Property. Accordingly, Owner, or any Transferee, agrees to implement, administer and maintain, and, in the event that it conveys or transfers an interest in the Property to another party, to take the following measures to ensure that such party implements, administers and maintains, the following activity and use limitations as they pertain to the Property: As part of the Site Management Plan, Owner, or any Transferee, hereby imposes and agrees to comply with the following activity and use limitations:

6.1 All activities conducted by Owner, or any Transferee, under the Site Management Plan shall be subject to inspection and enforcement by the Utah Division of Waste Management and Radiation Control in accordance with the provisions in the Utah Solid and Hazardous Waste Act, §§ 19-6-101 *et seq.*, Utah Code, as amended.

6.2 Owner, or any Transferee, shall provide the Director and its representatives and its authorized contractors with access at all reasonable times to the Property for the purpose of ensuring that Owner, or any Transferee, complies with the requirements of the Site Management Plan.

6.3 Owner, or any Transferee, as appropriate, shall comply with the following site management requirements applicable to the Property:

6.3.1 Groundwater Use Restrictions. Owner, or any Transferee, shall not use groundwater for drinking water purposes in the southeastern portion of the Property that lies within the 2004 Groundwater Management Area as depicted in Exhibit B, but such groundwater may be used for other purposes such as processing, stock water and non-human consumption irrigation, provided that TCE concentrations do not exceed the industrial RBC for TCE of 600 ug/L, or the residential RBC of 5 ug/L at other areas, currently not impacted, which shall be verified by running groundwater extraction simulations according to the annually updated TEAD-N groundwater flow and transport model. Use of groundwater beneath the remainder of the Property shall be unrestricted unless the TCE plume migrates to those areas in concentrations that requires the same restrictions be applied to those areas. Therefore, prior to groundwater uses other than for industrial purposes (e.g., processing, stock water and non-human consumption irrigation), RG Lakeview shall notify the Utah Division of Waste Management and Radiation Control to obtain written verification that the TCE plume has not migrated beyond the area depicted on Exhibit B in concentrations exceeding 5 ug/L.

6.3.2 Site Management Controls. The locations of the groundwater monitoring wells installed by the Tooele Army Depot for purposes of monitoring the 2004 Groundwater Management Area that encompasses portions of the Property will be considered in development plans. The monitoring wells will be protected and accessible for ongoing groundwater monitoring. Any contamination not previously identified that is encountered in the Property development effort will be properly characterized and managed appropriately. Owner, or any Transferee, will also comply with Utah Administrative Code (UAC) Rule 311-600, and UAC Rule 315-101, and will stop any continuing releases, will prevent any threatened future releases, will prevent or limit human, environmental or natural resource exposure to earlier

Environmental Covenant  
RG Lakeview, LLC

releases, will cooperate and provide access to persons authorized to investigate and take response action on the Property, and will implement the foregoing institutional controls.

6.3.3 Groundwater Monitoring Well Network. If any groundwater monitoring well becomes damaged or removed within the groundwater monitoring well network on the Property, Owner, or any Transferee, will immediately notify and coordinate with the Tooele Army Depot and the Utah Division of Waste Management and Radiation Control to repair the existing well or install a replacement well to allow for continued groundwater monitoring as soon as possible. Owner, or any Transferee, will request and acquire written prior approval, which approval cannot be unreasonably withheld, from the Utah Division of Waste Management and Radiation Control before removing or abandoning any well on the Property. Owner, or any Transferee, will replace or repair, as necessary, at its cost any groundwater monitoring wells damaged during Property development. It is likely that Property development will require the relocation of certain existing groundwater monitoring wells on the Property. In such cases, Owner, or any Transferee, will notify the Tooele Army Depot and the Utah Division of Waste Management and Radiation Control of those groundwater monitoring wells that need to be relocated. Such relocation wells, paid for by the Tooele Army Depot, should be placed as close as possible to the original locations, and should monitor the same aquifer, and be screened at the same depths, as the original wells. If, independently of Property development circumstances, the Tooele Army Depot desires to relocate and install a new or replacement well, or other types of monitoring and or remediation equipment or improvements, then the Tooele Army Depot may do so at its cost upon notification to and written approval by Owner, or any Transferee and the Utah Division of Waste Management and Radiation Control.

6.3.4 Termination of Groundwater Monitoring Network. If the Utah Division of Waste Management and Radiation Control determines that groundwater monitoring is no longer required on the Property, then the Division will direct the Tooele Army Depot to either remove or abandon in place, at the Tooele Army Depot's cost, all groundwater monitoring wells on the Property in compliance with applicable state laws and regulations. The Division may also direct the Tooele Army Depot to either remove or abandon in place, at the Tooele Army Depot's cost, individual groundwater monitoring wells if they are deemed unnecessary.

6.4. The Site Management Plan shall not be amended without the written approval of the Director, which consent shall not be unreasonably withheld.

6.5 Owner, or any Transferee, shall impose each of the limitations set forth in this Environmental Covenant on its successors in any deed or transfer of interest in the Property, or any portion of the Property, which limitations are intended to run with the Property and bind successors to the Property in perpetuity, unless the Director or its successors determine that such requirements can be reduced or eliminated in the future.

7. Breach of Limitations. If any event or action by or on behalf of a person or entity who owns an interest in or holds an encumbrance on the Property, identified in Paragraph 11 below, constitutes a breach of the activity and use limitations, Owner, or any Transferee, shall verbally notify the Director within five (5) days and in writing within twenty five (25) days of

Environmental Covenant  
RG Lakeview, LLC

becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by Owner, or any Transferee, and the Director.

8. Running with the Land. This Environmental Covenant shall be binding upon Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Utah Code § 57-25-105, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, means 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, mortgages, easement holders, and/or leases.

9. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to Utah Code § 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 any non-compliance. Nothing in this Environmental Covenant shall restrict the Director from exercising any authority under applicable law.

10. Rights of Access. Owner, or any Transferee, hereby grants to the Director, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

11. Compliance Reporting. Upon request, Owner, or any Transferee, shall submit to the Director written documentation verifying that the activity and use limitations remain in place and are being complied with.

12. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE TOOELE COUNTY RECORDER ON \_\_\_\_\_, 20\_\_, IN [DOCUMENT \_\_\_\_, or BOOK \_\_\_\_, PAGE \_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

THE LANGUAGE OF PARAGRAPH NO. 6 OF THIS ENVIRONMENTAL COVENANT, ACTIVITY AND USE LIMITATIONS, IS INCORPORATED HEREIN VERBATIM BY REFERENCE.

Owner, or any Transferee, shall notify the Director within twenty (20) days after each conveyance of an interest in any portion of the Property. Notice by Owner, or any Transferee, shall include the name, address and telephone number of the grantee, a copy of the deed or other

Environmental Covenant  
RG Lakeview, LLC

documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred.

13. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

13.1 that Owner is the sole owner of the Property;

13.2 that Owner holds fee simple title to the Property, which is free, clear and unencumbered;

13.3 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;

13.4 that Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of Owner's intention to enter into this Environmental Covenant; and

13.5 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 any Transferee, and the Director, pursuant to Utah Code § 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. Nothing in this Environmental Covenant shall be interpreted to mean that the Director waives the right to consent to or notice of amendment or termination of this Environmental Covenant.

15. Severability. 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.

16. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah. Nothing in this Environmental Covenant shall be interpreted to mean that the Director waives the right to consent to or notice of amendment or termination of this Environmental Covenant.



Environmental Covenant  
RG Lakeview, LLC

17. 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 Tooele County Recorder's Office.

18. 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 Tooele County Recorder.

19. Distribution of Environmental Covenant. Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: The Director and any other person designated by the Director, pursuant to Utah Code § 57-25-107.

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

Owner:

RG Lakeview, LLC  
c/o Anthon Stauffer  
2265 East Murray Holladay Road  
Holladay, Utah 84117

The Director

Utah Division of Waste Management and Radiation Control  
P.O. Box 144880  
Salt Lake City, Utah 84114-4880

21. Governmental Immunity. In approving this Environmental Covenant, the Agency does not waive governmental immunity afforded by law. Owner, and Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant 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 §§ 57-25-109 and 57-25-110 of the Utah Code 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 § 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in §§ 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

22. Payment of Agency's Cost. Consistent with the Act and other applicable law, the Owner, if invoiced, shall reimburse the Agency for the Agency's costs related to this Environmental Covenant. The invoice may be based on actual costs incurred by the Agency or on the fee schedule approved by the legislature or both as applicable.

Environmental Covenant  
RG Lakeview, LLC

23. Execution. The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

Environmental Covenant  
RG Lakeview, LLC

**IT IS SO AGREED:**

RG Lakeview, LLC  
By its sole manager:

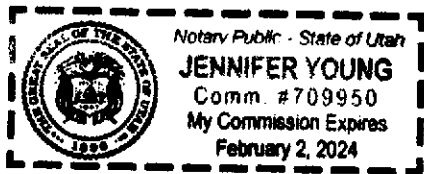
RG IV, LLC,  
a Utah limited liability company

By: *Anton Stauffer*  
Anton Stauffer  
Managing Member

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

Before me, a notary public, in and for said county and state, personally appeared Anton Stauffer, the Managing Member of RG IV LLC, the sole manager of RG Lakeview, LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of RG Lakeview, LLC.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this 20 day of April 2021.



*Jennifer Young*  
Notary Public

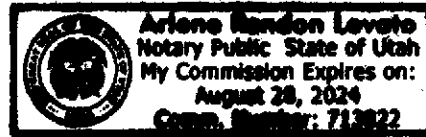
Environmental Covenant  
RG Lakeview, LLC

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

On behalf of the Utah Department of Environmental Quality, the Director of the Division of Waste Management and Radiation Control approves the foregoing Environmental Covenant pursuant to the Utah Code Sections 57-25-102(2) and 57-25-104(1)(e).


  
Ty L. Howard, Director

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



Before me, a notary public, in and for said county and state, personally appeared Ty L. Howard, Director of the Utah Division of Waste Management and Radiation Control, who acknowledged to me that he did execute the foregoing instrument.

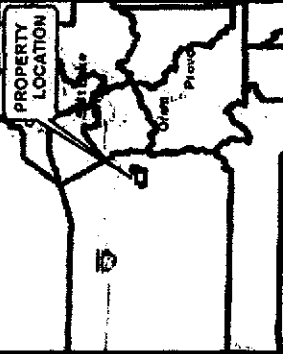
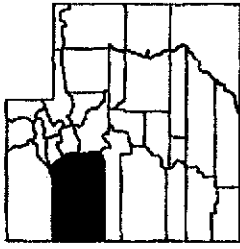
14<sup>th</sup> IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this day of April 2021.

  
Notary Public

**EXHIBIT A  
To  
ENVIRONMENTAL COVENANT**

**[Army Corps of Engineers Map Depicting Locations of Groundwater Monitoring Wells]**

US ARMY



Parcel Boundary

- █ D-Wells
- █ M-Wells

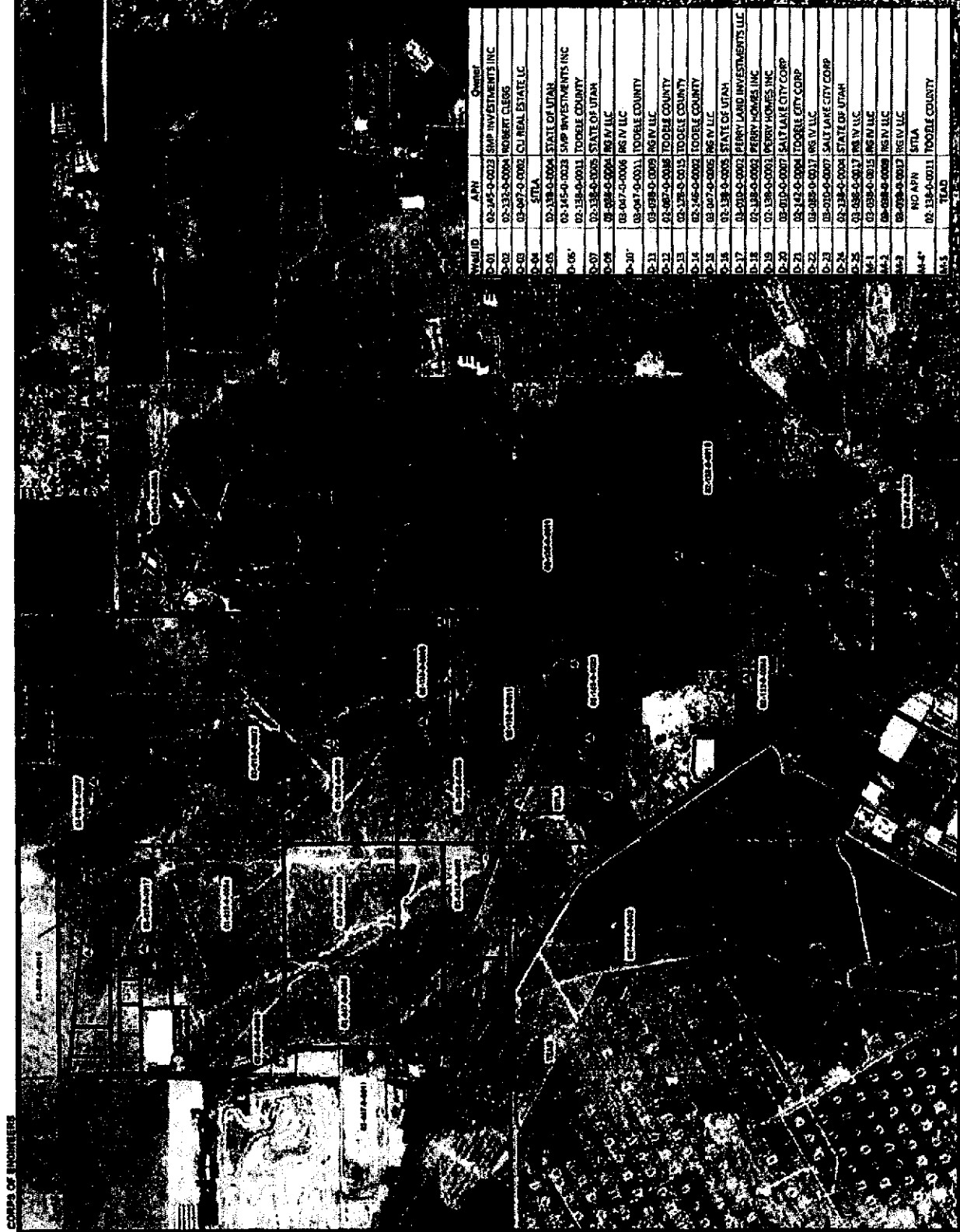


Created by: [unreadable]  
 Date: [unreadable]  
 Project: [unreadable]  
 Drawn: [unreadable]

**EXHIBIT**

UTAH  
 SACRAMENTO DISTRICT (SPK)  
 REAL ESTATE DIVISION

**TOOELE ARMY DEPOT  
 NORTH**



Well ID	APN	Owner
D-01	02-245-0-0023	SMP INVESTMENTS INC
D-02	02-232-0-0004	ROBERT CLEGG
D-03	02-087-0-0082	CJ REAL ESTATE LC
D-04	578A	
D-05	02-188-0-0004	STATE OF UTAH
D-06	02-145-0-0023	SMP INVESTMENTS INC
D-07	02-186-0-0011	TOOELE COUNTY
D-08	02-186-0-0005	STATE OF UTAH
D-09	02-088-0-0004	REG W LLC
D-10	03-017-0-0066	REG W LLC
D-11	03-017-0-0011	TOOELE COUNTY
D-12	03-088-0-0009	REG W LLC
D-13	02-082-0-0018	TOOELE COUNTY
D-14	02-178-0-0015	TOOELE COUNTY
D-15	02-186-0-0081	TOOELE COUNTY
D-16	03-087-0-0065	REG W LLC
D-17	02-138-0-0005	STATE OF UTAH
D-18	02-186-0-0002	PERRY LAND INVESTMENTS LLC
D-19	02-186-0-0001	PERRY HOMES INC
D-20	02-088-0-0007	PERRY HOMES INC
D-21	02-088-0-0007	SALT LAKE CITY CORP
D-22	02-245-0-0004	TOOELE CITY CORP
D-23	03-088-0-0017	REG W LLC
D-24	02-186-0-0004	STATE OF UTAH
D-25	03-088-0-0017	REG W LLC
M-1	03-088-0-0015	REG W LLC
M-2	03-088-0-0009	REG W LLC
M-3	03-088-0-0017	REG W LLC
M-4	NO APN	STLA
M-5	02-186-0-0011	TOOELE COUNTY
M-6	ROAD	

CORPS OF ENGINEERS

Current Tax ID	Previous Tax ID
01-128-0-0007	Part of 03-038-0-0017
01-128-0-0004	Part of 03-038-0-0017
17-022-0-009C	Part of 17-022-0-0009
17-022-0-00A1	Part of 17-022-0-000A
17-022-0-006A	Part of 17-022-0-0005
01-128-0-0002	03-038-0-0004
01-128-0-0006	03-038-0-0010
17-022-0-0001	03-038-0-0010
01-128-0-0003	03-038-0-0009
01-133-0-0002	03-047-0-0006
01-133-0-0001	03-047-0-0005
01-133-0-0003	03-047-0-0007

**EXHIBIT B**  
**To**  
**ENVIRONMENTAL COVENANT**

[Groundwater Management Plan – Figure 3 in the Phase I Environmental Site Assessment Report for the Property]





**EXHIBIT C**  
**To**  
**ENVIRONMENTAL COVENANT**

[Comfort Letter, Dated June 15, 2018, Issued by the Utah Division of Waste Management and Radiation Control and Enforceable Written Assurance Letter, Dated June 21, 2018, Issued by Utah Division of Environmental Response and Remediation]



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of  
Environmental Quality

Alan Matheson  
Executive Director

DIVISION OF WASTE MANAGEMENT  
AND RADIATION CONTROL  
Scott T. Anderson  
Director

June 15, 2018

Hal J. Pos, Esq.  
Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

RE: Request for Comfort Letter  
RG IV, LLC  
Undeveloped 900 Acres – East of Sheep Lane and North of SR-112 in Tooele, Utah

Dear Mr. Pos:

This letter is written in response to your letter of May 17, 2018 requesting a “Comfort Letter” for RG IV, LLC, concerning its contemplated acquisition of 900 acres of undeveloped land located east of Sheep Land and north of SR-112 in Tooele, Utah (the “Property”). Your letter states that RG IV plans to develop the Property primarily for industrial use with the possibility of retail and office space.

Based on the information I have concerning this site and RG IV’s relationship to it, including your letter of May 17, 2018, I do not expect RG IV to obtain a permit under the Solid and Hazardous Waste Act. I do not anticipate taking an enforcement action against RG IV for contamination that existed or for violations that occurred at the Property prior to the time RG IV acquires interest in it. However, I may initiate enforcement proceedings or take other action in accordance with Utah law if circumstances at the Property change or if additional information makes such action appropriate.

I am aware of groundwater conditions at the Property the RG IV plans to buy and it is my understanding that the RG IV was not responsible for causing contamination at the Property it intends to purchase. I am also aware from the supporting documentation submitted with the comfort letter request that the concentrations of contaminants in the groundwater are at risk levels that requires site management and the imposition of an Environmental Covenant.

The Site Management Plan and Environmental Covenant will need to address the following:

- 1) Groundwater at the property will not be used for potable, culinary, domestic, process irrigation or any other purposes.

(Over)

- 2) The locations of the groundwater monitoring wells installed by Tooele Army Depot for purposes of monitoring the groundwater management area that encompasses portions of the property will be considered in development plans. The wells need to be protected and accessible for on-going groundwater monitoring.
- 3) Any contamination not previously identified that is encountered in the development effort will be properly characterized and managed appropriately.

My providing this comfort letter is based on my understanding that the RG IV will take no action that would cause or threaten further releases or distribution of the contaminants identified in your request or that would increase risk to human health, the environment or natural resources.

This letter is provided solely for informational purposes and does not limit my authority to enforce those Utah laws for which I have responsibility at the Property. It is not a determination that no further action is necessary at the Property; nor is it a release of liability.

If you have any questions, please call Raymond Wixom at (801) 536-0213 or Brad Maulding at (801) 536-0205.

Sincerely,



Scott T. Anderson, Director  
Division of Waste Management and Radiation Control

STA/RDW/km

- c: Jeff Coombs, EHS, Health Officer, Tooele County Health Department  
Bryan Slade, Environmental Health Director, Tooele County Health Department  
Raymond Wixom, Utah Attorney General's Office (Email)  
Bill Rees, Division of Environmental Response and Remediation (Email)



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of  
Environmental Quality

Alan Matheson  
Executive Director

DIVISION OF ENVIRONMENTAL  
RESPONSE AND REMEDIATION

Brent H. Everett  
Director

June 21, 2018

Anthon Stauffer  
RG IV, LLC  
2265 East Murray Holladay Road  
Holladay, Utah 84117

**Re: Enforceable Written Assurance for Undeveloped 900 Acres, Located East of Sheep Lane and North of SR-112 in Tooele, Utah and Further Described in the Enforceable Written Assurance Application.**

Dear Mr. Stauffer:

**Introduction**

This letter is issued pursuant to Utah Code Ann. Section 19-6-326 and Utah Admin. Code Rule 311-600 concerning real property (Property) that RG IV, LLC (Applicant) intends to purchase. The Property, approximately 900-acres, is located east of Sheep Lane and north of SR-112 in Tooele, Utah, as described in the above reference line. The Applicant submitted an Enforceable Written Assurance Application and supplemental associated documents for the Property (Application) to the Utah Department of Environmental Quality (DEQ). The DEQ has reviewed the Application and has no additional comments or questions.

**Applicant's Representations**

1. The Applicant represents that it has satisfied the "all appropriate inquiry" requirements in 42 United States Code Section 9601(40) and Utah Code Ann. Section 19-6-302(2). The Applicant represents that the Application fully discloses the results of the Applicant's inquiry.
2. The Applicant represents that it is not:
  - a) Potentially liable or affiliated with another person that is potentially liable, for response costs at the property through:
    - (i) Any direct or indirect familial relationship; or
    - (ii) Any contractual, corporate, or financial relationship (other than a contractual, corporate, or financial relationship that is created by the instruments by which title to the facility is conveyed or financed or by a contract for the sale of goods or services); or
  - b) The result of a reorganization of a business entity that was potentially liable.
3. The Applicant represents that it has not caused or contributed to any environmental contamination on the Property.

Page 2

4. The Applicant represents that based on the data and information available, the Applicant is sufficiently informed to take Reasonable Steps to prevent or limit exposure to contaminants that may be present on the Property. Specifically, the Applicant represents that it will comply with the attached letter, dated June 15, 2018, provided by the DEQ's Division of Waste Management and Radiation Control (DWMRC).
5. The Applicant represents that it will comply with Rule 311-600 and will stop any continuing releases, will prevent any threatened future releases, will prevent or limit human, environmental or natural resource exposure to earlier releases, will cooperate and provide access to persons authorized to investigate and take response actions on the Property, and will implement institutional controls.
6. The Applicant acknowledges that it is solely responsible for the representations above and in the Application and that the DEQ has not conducted an independent analysis or verification of the Applicant's representations.

**Enforceable Written Assurance**

This letter constitutes an Enforceable Written Assurance that no enforcement action regarding the Property will be initiated by the DEQ against the Applicant under the Utah Hazardous Substances Mitigation Act, Section 19-6-301 *et seq.* and that the Applicant is protected from contribution and cost recovery claims as described in Section 19-6-326. This Enforceable Written Assurance is contingent upon:

1. The Applicant's compliance with the representations above and in the Application and the attached letter, dated June 15, 2018, provided by the DEQ's DWMRC;
2. The Applicant's compliance with the ongoing requirements imposed in Rule 311-600 and in Section 19-6-302 on a bona fide prospective purchaser;
3. The Applicant's full disclosure and accuracy in making the representations above and in the Application; and,
4. The Applicant's payment of outstanding DEQ costs in excess of the application fee.

The Applicant will be billed for any outstanding costs under separate cover. Should there be any questions regarding this letter, please contact Harold Sandbeck at (801) 536-4100.

Sincerely



Alan Matheson  
Executive Director

Enclosure: Request for Comfort Letter

cc: Bryan Slade, Environmental Health Director, Tooele County Health Department (Electronic Copy)  
Sandra Allen, Utah Attorney General's Office (Electronic Copy)  
Helge Gabert, Division of Waste Management and Radiation Control (Electronic Copy)

**EXHIBIT D**  
**To**  
**ENVIRONMENTAL COVENANT**

[Parcel Exhibit Map and a New Site Boundary Description, dated March 5, 2021, prepared by Dominion Engineering Associates, L.C.]

**Tax Parcel Nos.**

01-128-0-0004  
01-128-0-0007  
17-022-0-009C  
17-022-0-00A1  
17-022-0-006A  
01-128-0-0002  
01-128-0-0006  
17-022-0-0001  
01-128-0-0003  
01-133-0-0001  
01-133-0-0002  
01-133-0-0003

March 5, 2021

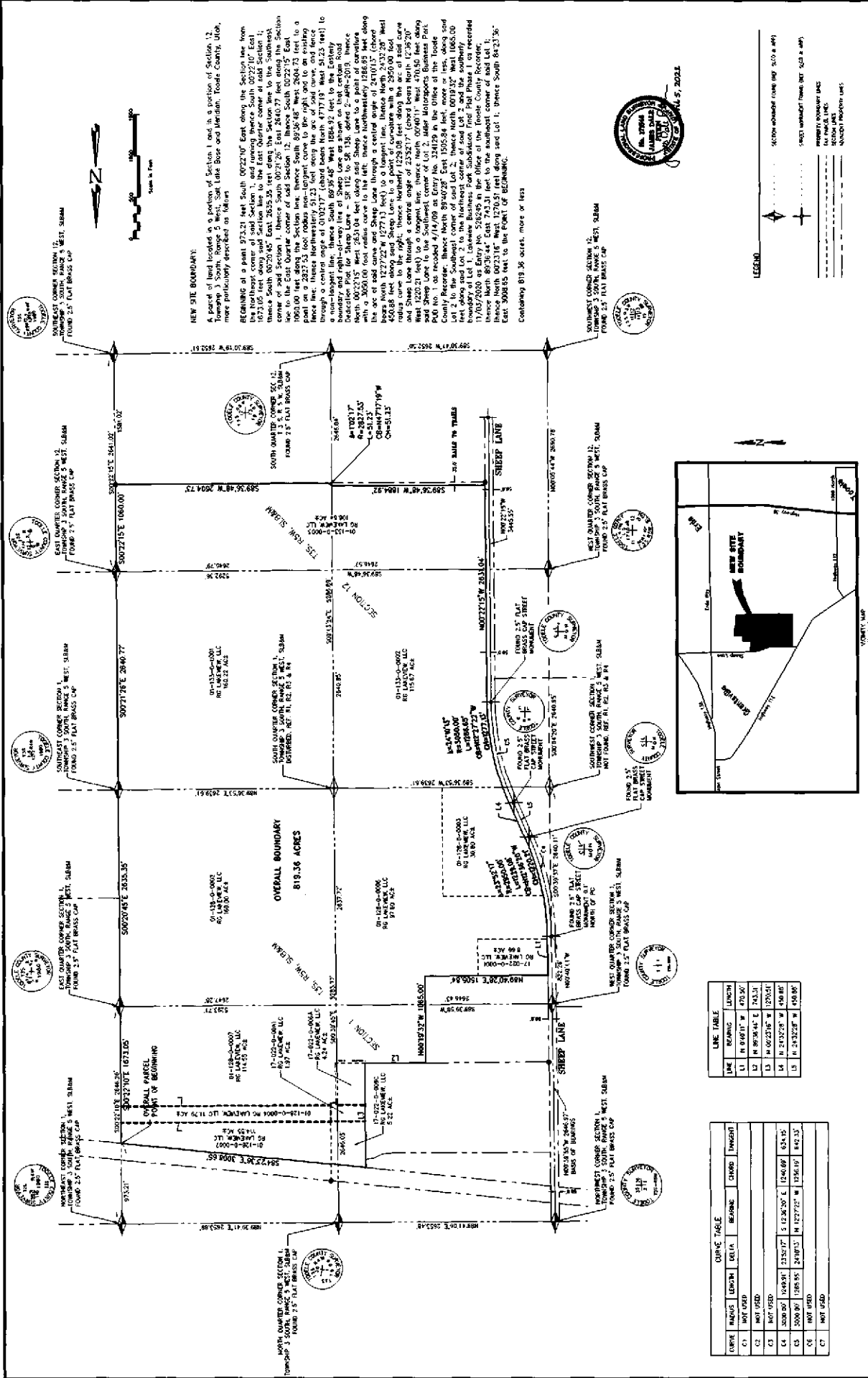
**NEW SITE BOUNDARY:**

A parcel of land located in a portion of Section 1 and in a portion of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, more particularly described as follows:

BEGINNING at a point 973.21 feet South 00°22'10" East along the Section line from the Northeast corner of said Section 1, and running thence South 00°22'10" East 1673.05 feet along said Section line to the East Quarter corner of said Section 1; thence South 00°20'45" East 2635.35 feet along the Section line to the Southeast corner of said Section 1; thence South 00°21'26" East 2640.77 feet along the Section line to the East Quarter corner of said Section 12; thence South 00°22'15" East 1060.00 feet along the Section line; thence South 89°36'48" West 2604.73 feet to a point on a 2827.53 foot radius non-tangent curve to the right and to an existing fence line; thence Northwesterly 51.23 feet along the arc of said curve, and fence through a central angle of 01°02'17" (chord bears North 47°17'19" West 51.23 feet) to a non-tangent line; thence South 89°36'48" West 1884.92 feet to the Easterly boundary and right-of-way line of Sheep Lane as shown on that certain Road Dedication Plat for Sheep Lane – SR 112 to SR 138, dated 2-APR-2019; thence North 00°22'15" West 2631.04 feet along said Sheep Lane to a point of curvature with a 3050.00 foot radius curve to the left; thence Northwesterly 1286.65 feet along the arc of said curve and Sheep Lane through a central angle of 24°10'13" (chord bears North 12°27'22"W 1277.13 feet) to a tangent line; thence North 24°32'28" West 450.88 feet along said Sheep Lane to a point of curvature with a 2950.00 foot radius curve to the right; thence Northerly 1229.08 feet along the arc of said curve and Sheep Lane through a central angle of 23°52'17" (chord bears North 12°36'20" West 1220.21 feet) to a tangent line; thence North 00°40'11" West 470.50 feet along said Sheep Lane to the Southwest corner of Lot 2, Miller Motorsports Business Park PUD No. 1 as recoded 4/14/09 as Entry No. 324129 in the Office of the Tooele County Recorder; thence North 89°40'28" East 1505.84 feet, more or less, along said Lot 2 to the Southeast corner of said Lot 2; thence North 00°19'32" West 1065.00 feet along said Lot 2 to the Northeast corner of said Lot 2 and the southerly boundary of Lot 1, Lakeview Business Park Subdivision Final Plat Phase 1 as recorded 11/03/2020 as Entry No. 526245 in the Office of the Tooele County Recorder; thence North 89°36'44" East 743.31 feet to the southeast corner of said Lot 1; thence North 00°23'16" West 1270.51 feet along said Lot 1; thence South 84°23'36" East 3008.65 feet to the POINT OF BEGINNING.

Containing 819.36 acres, more or less





**NEW SITE BOUNDARY:**  
 A parcel of land located in a portion of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, more particularly described as follows:  
**BEGINNING** at a point 973.21 feet South 00°22'07" East along the Section line from the northeast corner of said Section 1, and running thence South 00°22'10" East 1873.05 feet along said Section line to the East Quarter corner of said Section 1; thence South 00°22'15" West 253.04 feet along the Section line to the East Quarter corner of said Section 12; thence South 00°22'15" East 1065.00 feet along the Section line, thence South 89°36'48" West 2604.73 feet to a point on a 2827.53 foot radius arc of a circle with a center at the northeast corner of said Section 1; thence South 89°36'48" West 1884.92 feet to the Eastern boundary and right-align line of Sheep Lane; thence South 00°22'15" West 51.23 feet to a non-tangent line, thence South 89°36'48" West 1884.92 feet to the Eastern boundary and right-align line of Sheep Lane; thence South 00°22'15" West 51.23 feet to the arc of said curve on Sheep Lane through a central angle of 24°10'00" bearing North 00°22'15" West 2631.04 feet along said Sheep Lane to a point of curvature with a 3000.00 foot radius curve to the left; thence northwesterly 1286.69 feet along the arc of said curve on Sheep Lane through a central angle of 24°10'00" bearing North 00°22'15" West 2631.04 feet along said Sheep Lane to a point of curvature with a 450.85 foot radius curve to the right; thence northerly 1229.88 feet along the arc of said curve to the right; thence northwesterly 1229.88 feet along the arc of said curve to the northeast corner of Lot 2, Major Holdings Business Park, P40 No. 1 as recorded 4/14/09 as Entry No. 234129 in the Office of the Tooele County Recorder, thence North 90°22'28" East 1505.84 feet, more or less, along said Sheep Lane to the Southwest corner of Lot 2, Major Holdings Business Park, P40 No. 1 as recorded 4/14/09 as Entry No. 234129 in the Office of the Tooele County Recorder, thence North 90°22'28" East 1505.84 feet, more or less, along said Sheep Lane to the Northwest corner of Lot 2, Major Holdings Business Park, P40 No. 1 as recorded 4/14/09 as Entry No. 234129 in the Office of the Tooele County Recorder, thence North 00°23'14" West 370.51 feet along said Lot 2, thence South 84°23'36" East 300.85 feet to the POINT OF BEGINNING.  
 Containing 819.36 acres, more or less.



**LEGEND**

- 6000' electronic curve (per 2010 & 04)
- 6000' electronic curve (per 2010 & 04)
- 6000' electronic curve (per 2010 & 04)
- 6000' electronic curve (per 2010 & 04)

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C1	NOT USED					
C2	NOT USED					
C3	NOT USED					
C4	3000.00'	1848.81'	2350.07'	S 12°36'20" E	1246.69'	624.15'
C5	3000.00'	1848.81'	2490.03'	N 12°37'02" E	1352.19'	642.35'
C6	NOT USED					
C7	NOT USED					

**LINE TABLE**

LINE	BEARING	LENGTH	REMARKS
L1	N 0°01'17" E	470.30'	
L2	N 89°36'48" E	2433.1'	
L3	N 60°22'06" E	1276.51'	
L4	N 24°32'28" E	589.86'	
L5	N 34°32'28" E	490.86'	

**PARCEL EXHIBIT MAP**  
**700 SOUTH SHEEP LANE**  
 IN THE NW, NE, SE, SW OF SEC 1 & NW, NE, SE, SW OF SEC 12,  
 TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE & MERIDIAN

**DOMINION**  
 Engineering Associates, L.C.  
 8664 South Main Street, Suite 200  
 Provo, Utah 84601-1205

**RG LAKEVIEW LLC**  
**GRANTSVILLE CITY, TOOELE COUNTY, UTAH**

OWNER	RG LAKEVIEW LLC	CONTRACT	DATE
DATE	08/10/2023	PROJECT NO.	23888.25
DATE	08/10/2023	PROJECT NO.	23888.25
DATE	08/10/2023	PROJECT NO.	23888.25
DATE	08/10/2023	PROJECT NO.	23888.25

