

EXHIBIT "D"

E 091811 B 502 P 601  
Date 22-MAY-2002 1:53pm  
Fee: 25.00 Check  
SHARON MURDOCK, Recorder  
Filed By JB  
For PROFESSIONAL TITLE SERVICES  
CARBON COUNTY CORPORATION

STATE OF UTAH

§

COUNTY OF CARBON

§

**RESTRICTIVE COVENANT**

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS AGREEMENT, made this 16 day of MAY, 2002, by Mission Motel, Inc.; Elgia Stamoulis, individually and as President of Mission Motel, Inc. and Nyal Stamoulis, individually and as an agent of Mission Motel, Inc. (collectively "OWNER"); and Conoco, Inc. ("CONOCO").

WHEREAS, OWNER is the registered owner in fee simple of the property located in Price, Utah at 355 East Main Street (the "Property") and more particularly described as follows:

All of lot 1 and 4. Also, beginning 8 feet West of Northeast corner of Lot 3, Block 37, South 215 feet; thence West 65 feet; thence North 5 feet; thence West 20 feet; thence North 214.5 feet; thence East 26.5 feet to beginning. Also, beginning at Northeast corner of Lot 3; thence South 246.5 feet; thence West 14.5 feet; thence North 31.5 feet; thence 6.5 feet; thence North 215 feet; thence East 8 feet to beginning.

1-417

WHEREAS, CONOCO, in cooperation with the Utah Department of Environmental Quality, has conducted various environmental investigation and/or remediation activities in the vicinity of the Property.

WHEREAS, CONOCO proposes to restrict the land use and groundwater use of a said portion of the Property more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 1 Block 37 Price Townsite Survey and running North 00°00'00" West 78.51 feet along the East line of said Lot 1 Block 37 Price Townsite Survey, thence North 89°24'31" West 48.03 feet; thence South 00°16'22" East 33.45 feet; thence South 70°31'04" West 70.02 feet; thence South 01°31'56" West 22.21 feet; thence to the South line of said Lot 1, Block 37 Price Townsite Survey; thence along said line North 90°00'00" East 114.47 feet to the point of beginning.

The above portion of the Property to be restricted is hereinafter known as the "Restricted Property". A diagram of the Restricted Property is attached hereto as Exhibit 1.

WHEREAS, OWNER understands that certain elevated levels of contaminants above the state and federal safe drinking water standard, may be present in the soil and ground water under the Restricted Property.

WHEREAS, it is the desire and intention of the parties hereto that no enclosed structure (including but not limited to any type of building or facility whether temporary or permanent) or water well be drilled, installed or otherwise constructed and used by the OWNER, or its successors on the Restricted Property.

NOW, THEREFORE, for and in consideration of \$1000 n.s. WKR and the mutual promises given herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the OWNER does hereby covenant and agree as follows:

1. OWNER is aware of and, on behalf of himself, and his heirs, executors, administrators, successors and assigns, hereby acknowledges that elevated levels of certain contaminants above the state and federal safe drinking water standard, may be present in the soil and ground water.
2. OWNER, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby covenants and agrees that from and after the date of this Agreement:
  - a. No enclosed structure shall ever be constructed over the Restricted Property.
  - b. No water well shall be drilled, installed or otherwise constructed and used by the OWNER, or his assigns for the purposes of drinking, irrigation, or any other purpose on the Restricted Property; and
  - c. There shall not be maintained on the Restricted Property or any part thereof a water well.

The failure by any landowner to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

3. These restrictions and covenants are hereby declared to be covenants running with the land, shall inure to the benefit of, and be binding on the successors, successors in title, heirs and assigns of the parties, shall remain in full force and effect and shall be unaffected by any change in ownership of the Restricted Property, or by any change of use of the Restricted Property or other circumstances, except as otherwise expressly provided in this agreement. Each of the rights created under this agreement shall be specifically enforceable in a court of equity, all parties recognizing and agreeing that damages at law will be inadequate and shall be fully binding upon all persons acquiring the Restricted Property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to the Restricted Property shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.
4. This Agreement shall be interpreted according to the laws of the State of Utah.
5. OWNER reserves the right to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Restricted Property or be of any further force or effect, provided that such an instrument may be recorded only if the Utah Department of Environmental Quality, its successor, or a governmental entity of appropriate jurisdiction over the environmental matter, and Conoco, each at their sole discretion, concur in writing in a form that is recordable with the Carbon County Recorder as well as the State of Utah and that those collective documents are recorded with the appropriate County Recorder.
6. In addition to CONOCO and the OWNER, the State of Utah may also enforce the restrictions set forth in the covenant by legal action in a court of appropriate jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed this 16 day of May, 2002.

MISSION MOTEL, INC.

By: Elgia Stamoulis  
Elgia Stamoulis, President

MISSION MOTEL, INC., a Utah corporation

By: Elgia Stamoulis  
Elgia Stamoulis, Individually

Nyal Stamoulis  
Nyal Stamoulis, Individually

State of Utah )  
County of Salt Lake )

On this 16 day of May, 2002, before me, Hilarie Maine, a Notary Public; personally appeared ELGIA STAMOULIS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed same in his authorized capacities and that by his signatures on the instrument the person and the entities upon which the person acted, executed this instrument.

WITNESS my hand and official seal:

Hilarie Maine  
Notary Public, State of Utah

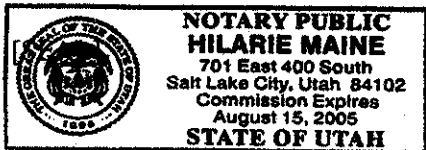


State of Utah )  
County of Salt Lake )

On this 16 day of May, 2002, before me, Hilarie Maine, a Notary Public; personally appeared NYAL STAMOULIS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed same in his authorized capacities and that by his signatures on the instrument the person and the entities upon which the person acted, executed this instrument.

WITNESS my hand and official seal:

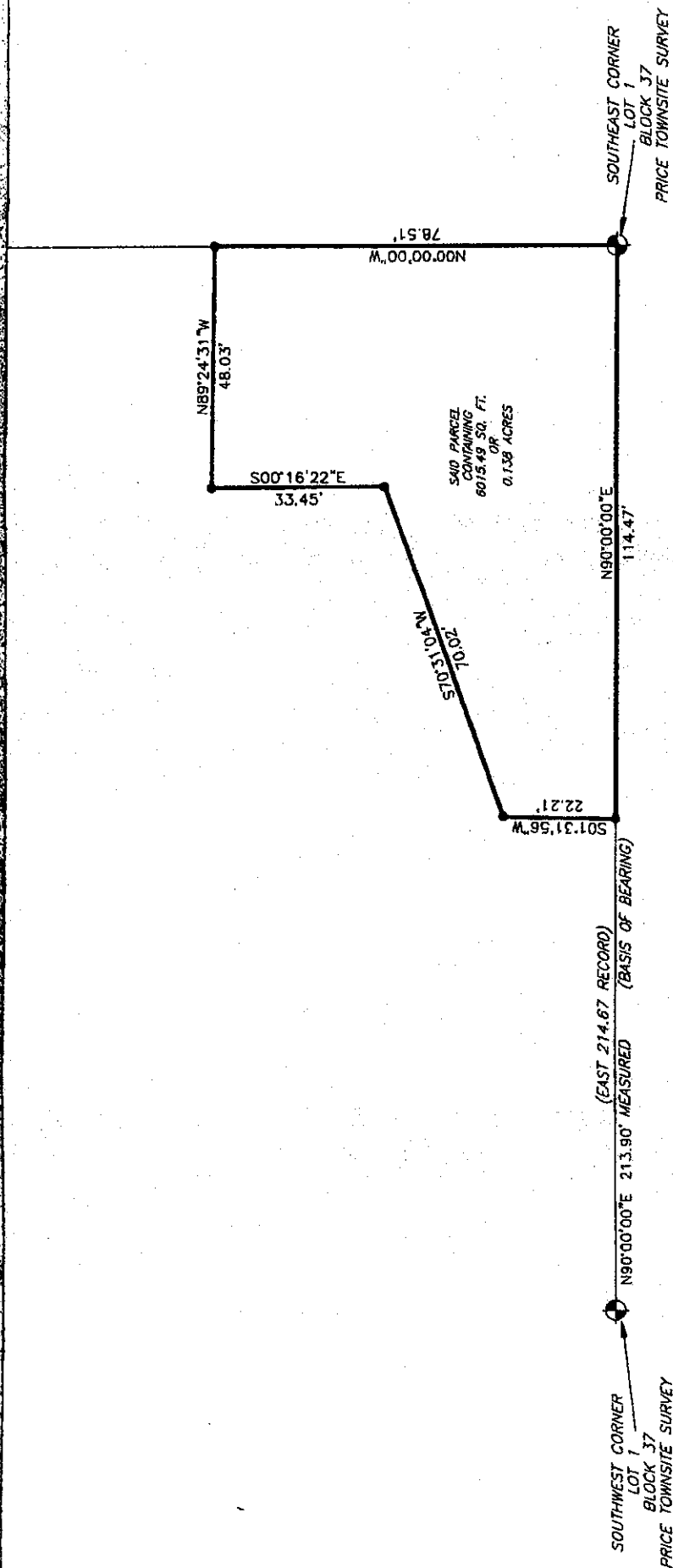
Hilarie Maine  
Notary Public, State of Utah



**EXHIBIT 1**  
**RESTRICTED PROPERTY**

**E 091811 B 502 P 604**

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MAIN STREET

LEGEND:

- ◉ = LOT CORNER FOUND (USED)
- = 5/8" IRON PIN W/CAP SET (PROPERTY CORNER)



VISION ZONE SURVEY  
PRICE TOWNSITE SURVEY  
02005 SHEET 1 OF 1

**SURVEY DESCRIPTION:**

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 37 PRICE TOWNSITE SURVEY AND  
RUNNING N00°00'00"W 78.51 FEET ALONG THE EAST LINE OF SAID LOT 1, BLOCK 37  
PRICE TOWNSITE SURVEY, THENCE N89°24'31"W 48.03 FEET, THENCE S00°16'22"E  
33.45 FEET, THENCE S70°31'04"W 70.02 FEET, THENCE S01°31'56"W 22.21 FEET  
THENCE TO THE SOUTH LINE OF SAID LOT 1, BLOCK 37, PRICE TOWNSITE SURVEY THENCE  
ALONG SAID LINE N90°00'00"E 114.47 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 6015.49 SQ.FT. OR 0.138 ACRES

**SURVEYORS CERTIFICATE:**

I, ART F. BARKER DO HEREBY DEPOSE AND SAY THAT I AM A REGISTERED SURVEYOR AS  
PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND HOLD CERTIFICATE NUMBER 162812  
I FURTHER CERTIFY THAT I HAVE MADE THE SURVEY SHOWN HEREWITH.

  
  
ART F. BARKER  
162812  
STATE OF UTAH  
REGISTERED SURVEYOR

3/6/02

DATE



GRAPHIC SCALE

0 10 20 30 40 50

