

**TREASURE MOUNTAIN JUNIOR HIGH SCHOOL  
COMMUNITY INVOLVEMENT PLAN  
LOCATED AT 2530 KEARNS BOULEVARD  
PARK CITY, UTAH 84060**

**OCTOBER 13, 2023**

**PREPARED FOR**



**PREPARED BY**



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## 1.0 INTRODUCTION

R&R Environmental, Inc., has prepared this Community Involvement Plan (CIP) on behalf of Park City School District (PCSD). PCSD is issuing this CIP as a resource to enable meaningful community involvement throughout the investigation, selection, and implementation of cleanup activities at Treasure Mountain Junior High School (the Site). PCSD is conducting these cleanup activities at the Site according to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and its implementing requirements under the Site's environmental covenant (Environmental Covenant of Parcel #PCA-98-A-X, file dated February 10, 2017).

PCSD is committed to encouraging public participation and providing opportunities for communication among PCSD and the affected community, interested stakeholders, and community residents during the environmental investigation and cleanup activities at the Site.

### 1.1 Purpose of the Community Involvement Plan (CIP)

The CIP describes PCSD's plan and serves as a guide for addressing concerns and engaging and informing community members, environmental groups, government officials, the media, and other parties interested in the environmental investigation and cleanup activities at Treasure Mountain Junior High School. This CIP has been prepared in accordance with CERCLA and is a living document that will be updated or revised as appropriate as Site conditions or circumstances change.

The CIP has two key objectives. The first key objective is to help disseminate information to the public in a timely, accurate, meaningful, and clear manner. The second objective is to create opportunities for active public participation and to ensure the community understands those opportunities, enabling interested persons to provide comments that can be used by the PCSD project team for planning and decision-making.

### 1.2 Outreach Objectives

The outreach objectives are to

- Help the public understand the decision-making process during investigation and cleanup and the community's role in that process.
- Give the public accessible, accurate, timely, and clear information about the project as it moves forward.
- Ensure the public has adequate time and opportunity to give informed and meaningful input and for that input to be considered.
- Reflect community concerns, questions, and information needs.
- Respect and fully consider public input throughout the decision-making process.
- Post updates at the Park City School District Website (<https://www.pcschools.us/>).

### 1.3 Contact Information

If you are interested in submitting comments or have questions or suggestions concerning this CIP, please contact Mr. Michael Tanner:

**Mr. Michael Tanner**  
**Chief Operations Officer**  
Park City School District  
2700 Kearns Boulevard  
Park City, Utah 84060  
(435) 645-5600, ext. 1429  
[mtanner@pcschoools.us](mailto:mtanner@pcschoools.us)

## **2.0 PROJECT HISTORY AND FUTURE**

### **2.1 Site History**

Elevated levels of lead were found north of Treasure Mountain Junior High School, located at 2530 Kearns Blvd., Park City, Utah, within the boundaries operable unit 1 (OU1) of the Uintah Mining District Site in Park City, Summit County, Utah. In carrying out an Action Memorandum dated September 10, 2015, and amended on July 12, 2016, the U.S. Environmental Protection Agency (EPA) completed a removal action at the Site, excavating contaminated material and providing a six-inch cap of clean fill under the authority of the Comprehensive Environment Response Compensation and Liability Act of 1980. An environmental covenant was agreed to and recorded by EPA, DEQ, Park City, and the Park City School District, which was necessary to fully implement this removal action. A copy of the covenant is included in Appendix B of this Plan.

Approximately seven years ago, the soil excavated from McPolin Elementary School was placed into piles north of Treasure Mountain Junior High School, where two piles are located today. In addition, between September 2022 and February 2023, soil from the east side of McPolin Elementary School was excavated in order to demolish parking and roadway infrastructure for the school. The soil from McPolin Elementary was intermingled with existing soils from Treasure Mountain Junior High, placed onto the property north of the junior high, and covered with soil from a nearby location. During this time, on multiple occasions, the contractor had moved the soil in the piles to places around the site to facilitate ongoing site work.

### **2.2 Site Location**

To accomplish the CIP objectives, PCSD takes into consideration the location of the Site and surrounding community. The Treasure Mountain Junior High School Site is in Summit County at 2530 Kearns Boulevard, Park City, Utah 84060. See Figure 1 below.

The Site is also known as Parcel #PCA-98-A-X, according to the Summit County Recorder's office. As a school, the Site experiences high annual visitation for 185 days per year.

COMMUNITY INVOLVEMENT PLAN  
 North Soils Piles  
 Treasure Mountain Junior High School

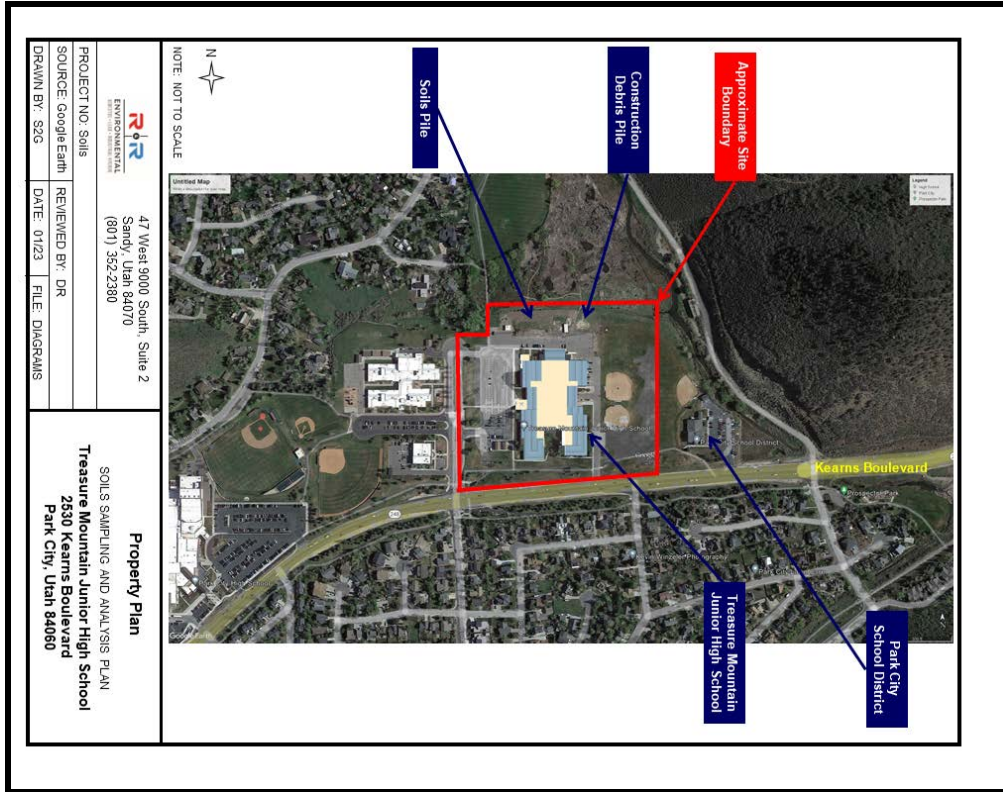


Figure 1—Property Plan

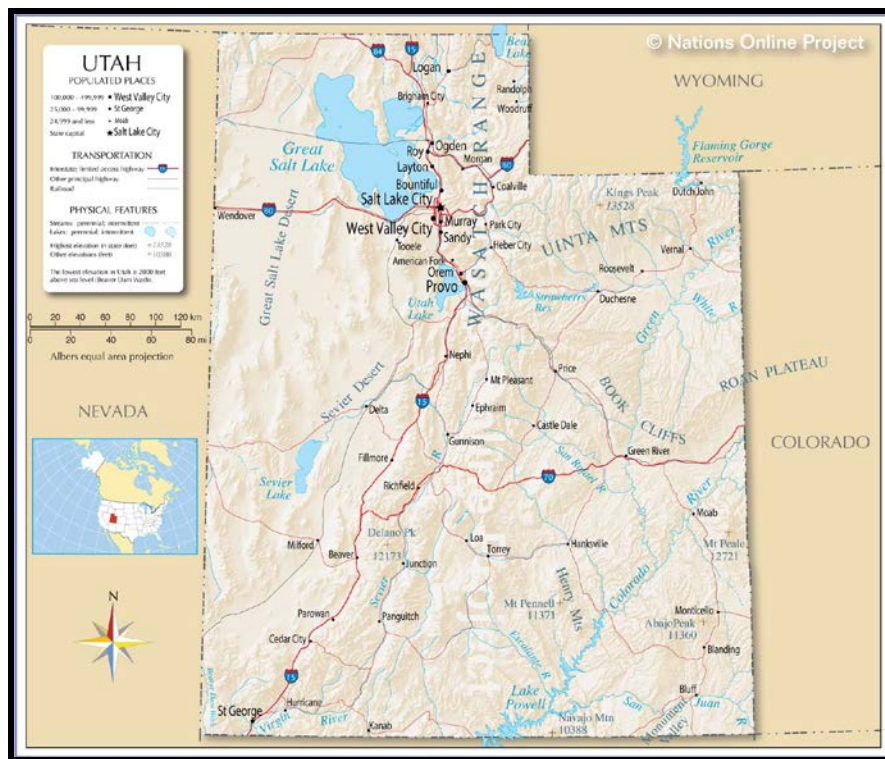


Figure 2—State Map



COMMUNITY INVOLVEMENT PLAN  
North Soils Piles  
Treasure Mountain Junior High School

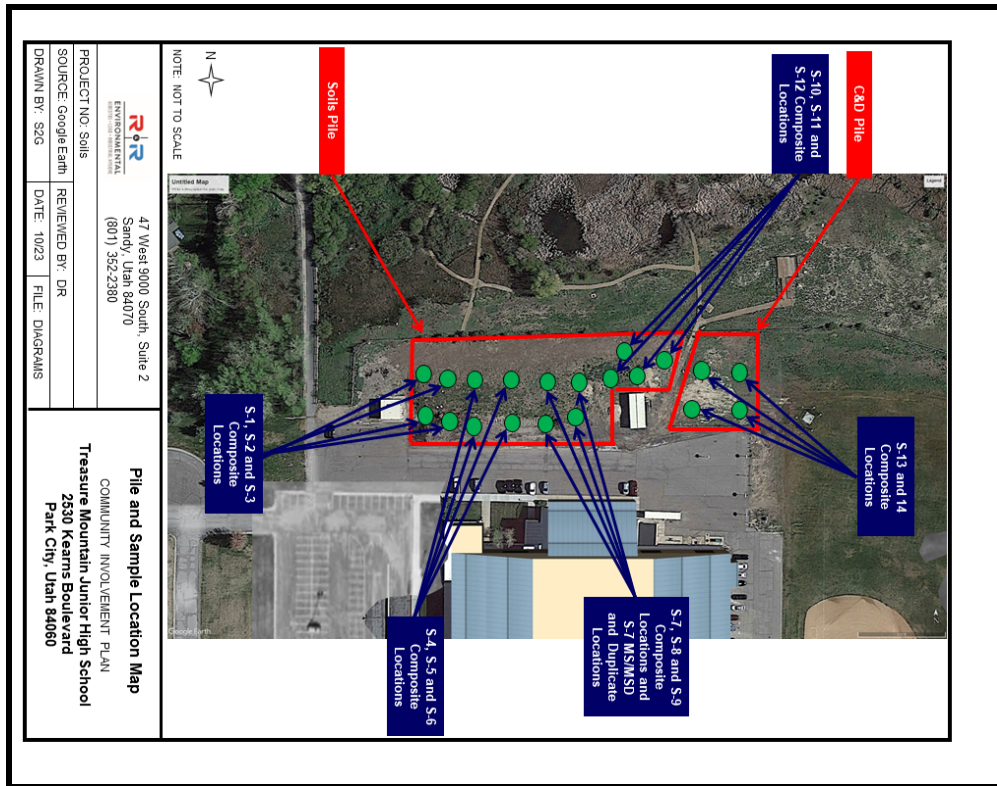


Figure 3—Pile Area Map

The actual pile shapes indicated below represent the survey of the existing piles prior to adding the sampling cap during the week of July 10, 2023.

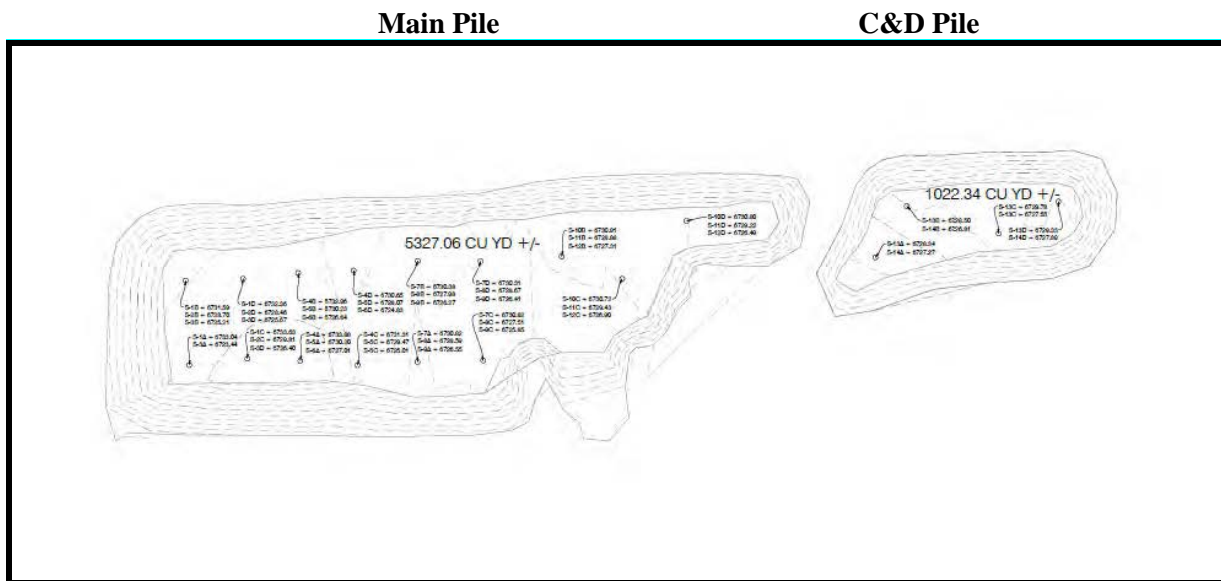
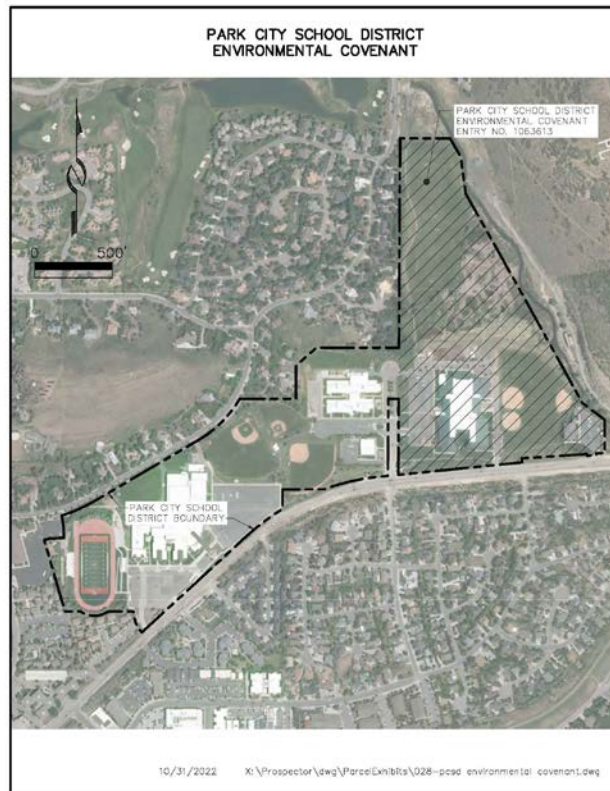


Figure 4—Survey of Piles



**Figure 5—Park City School District Environmental Covenant Boundaries**

### **2.3 Sampling and Analysis Procedures**

R&R Environmental, Inc., sampled the piles on July 10 and 11, 2023, obtaining 14 composite samples (from a total of 70 locations including duplicates and matrix spikes) from the soils piles, five grab samples from the existing cap material, and one sample of the newly imported cap material. The soil pile samples were analyzed for RCRA total metals and by a Toxicity Characteristic Leaching Procedure (TCLP). The cap material samples were analyzed for total lead. The laboratory data obtained from the sampling conducted on July 10 and 11, 2023 is attached.

Based on the laboratory results and the gathered data, the main soils pile is below Resource Conservation and Recovery Act (RCRA) limits, and RCRA would not classify the soils in the main soils pile as a hazardous waste. The smaller C&D pile to the east exceeded the RCRA limit for lead of 5.0 mg/L. (See RCRA 40 CFR, Subchapter I, Part 261.24, Table 1 –Maximum Concentration of Contaminants for the Toxicity Characteristic.)

Based upon the history of McPolin Elementary and Treasure Mountain Junior High, the methods of soil deposition onto school grounds, the collection methods for samples, and the analytical results of samples, along with the legally available characterizations and discussions with the State of Utah, DEQ, and the Division of Environmental Response and Remediation (DERR), the soils in both piles are considered a Bevill-exempt waste.



Because the surveyed cap thickness was less than adequate, and the laboratory results for lead were higher than specified limits (368 mg/kg), 645 cubic yards of imported clean gravel were added onto the soil cap immediately following sampling activities (July 12–14, 2023) to increase the soil cap thickness to the required minimum of six inches. Final cap thickness now measures between six and nine inches. The imported fill was sampled and tested for lead concentrations; the sample (SC-1) contained a reported 3.27 mg/kg total lead.

The addition of soil to correct cap thickness was completed on July 14, 2023. Clean fill with less than 200 mg/kg lead was used for cap completion. A layer of straw fabric was placed over the clean fill cap on July 14, 2023, to prevent erosion of the emplaced cap material.

Posts, fencing, signage, and base erosion control were also reset by July 14, 2023. Base erosion control was enlarged and moved north to the fence line to incorporate areas where erosion had occurred in the past. The soils piles and management practices are being inspected weekly by R&R Environmental, Inc., which should continue until the materials are removed from the site for proper disposal.

The total pile volumes that presently exist on the property:

645 cubic yards imported fill	
5,327.06 cubic yards main pile	
<u>+ 1,022.34 cubic yards C&amp;D pile</u>	
6,994.4 cubic yards total	≈ 7,000 cubic yards of material

Note: Additional material beneath the soils piles will need to be removed with the piles to facilitate cap replacement above the covenant soils of Park City.

## 2.4 Previous Environmental Studies and Response Actions

- 11-15-1 Park City Landscaping and Maintenance of Soil Cover, amended by Ordinance 03-50 on December 11, 2003
- ERCC-163-22 letter from Utah Division of Environmental Quality (DEQ), from Division of Waste Management and Radiation Control (DWMRC) to PCSD
- Treasure Mountain Middle School Excavated Piles letter from UDEQ-DWMRC to PCSD
- Treasure Mountain Junior High School Soils Sampling and Analysis Plan (SAP), R&R Environmental, Inc., dated January 20, 2023, revised May 23, 2023
- ERRC-041-23 Draft Treasure Mountain Junior High School Sampling and Analysis Plan, letter from DEQ-DERR to PCSD, dated March 9, 2023
- Treasure Mountain Junior High School Health & Safety Plan (HASP), R&R Environmental, Inc., dated May 23, 2023
- Treasure Mountain Junior High School Soils and C&D Piles Bevill Exemption letter from R&R Environmental, Inc., to the DEQ–Division of Environmental Response and Remediation (UDEQ-DERR), dated August 2, 2023, revised October 2, 2023
- Treasure Mountain Junior High School Soils Sampling and Analysis Report, R&R Environmental, Inc., dated October 2, 2023, *pending review*
- Treasure Mountain Junior High School Community Involvement Plan (CIP), R&R Environmental, Inc., dated October 13, 2023
- Treasure Mountain Materials Management Plan & HASP accompaniment, R&R Environmental, Inc., *pending completion*

## 2.5 Previous and Future Site Activities

- Approximately 2016—Soil excavated from McPolin Elementary School was placed into piles behind Treasure Mountain Junior High School. See Section 2.2.
- December 19, 2023—R&R Environmental, Inc., conducted initial assessments of the soils piles as requested by PCSD. The initial assessment confirmed the technical position of EPA and DEQ and recommended the completion of a Sampling and Analysis Plan and a Materials Management Plan.
- February 4, 2023—R&R Environmental, Inc., commenced weekly piles inspections, erosion control, and management practices at the request of DEQ through PCSD.
- July 10 and 11, 2023—R&R sampled both piles from multiple locations at multiple depths and performed total metals analysis as well as TCLP metals analysis.
- July 12–14, 2023—The piles were recapped with a minimum of six inches of fill material that tested less than 200 mg/kg for lead. Posts, fencing, signage, and erosion control mechanisms were reset to prevent access and runoff. A straw blanket was placed over both piles to prevent wind erosion from the cap materials.
- TBD (DEQ-mandated prior to January 1, 2024)—Soils piles can be removed as a Bevill-exempted waste.
- TBD—Sampling of surrounding area and school and replacement of six-inch Park City soil cap to comply with existing covenants.

### 3.0 COMMUNITY ANSWERS

Active, ongoing community input and involvement are essential to the district’s decision-making ability. Community members should be involved in all phases of the investigation and cleanup so that the contamination is addressed in a way that protects people and the environment, now and in the future.

Residents, business owners, and local government officials may be able to provide valuable information about a hazardous site that can help determine the best way to clean it up. Community information can help determine the contamination’s location, how people may be exposed, or even the sources of the contamination.

Park City School District’s demographics describe student attendance at the campus in grades as shown below. This information may be used to determine the number of students, families, and staff that may desire involvement in the decision-making process.

Grade	number
Pre-k	35
K	58
1	49
2	76
3	69
4	64
5	74
8	376
9	395
10	382
11	411
12	426

### 3.1 Environmental Concerns

Initial anticipated community concerns are identified below, along with responses.

**Q. What are the contaminants?**

**A.** Arsenic and lead are the known existing contaminants in the piles. Asbestos has not been identified in the construction debris. However, future operations and disturbances will be inspected by a federally-accredited and State-of-Utah–certified Asbestos Inspector during all phases of the site operations.

**Q. What are regulatory limits and levels of concern?**

A. The RCRA hazardous waste limits are 5.0 ppm (TCLP) for both arsenic and lead. For capping material, levels of concern are set at a total of 200 mg/kg (ppm) total lead by environmental covenant.

**Q. What does TCLP mean?**

A. TCLP is an acronym for Toxicity Characteristics Leaching Procedure, which was developed by the EPA. A TCLP analysis is used to determine the potential of specific wastes to leach dangerous concentrations of toxic chemicals into groundwater.

**Q. How did the contaminants get here?**

A. Arsenic and lead are naturally-occurring metals due to the geology in Utah, and the levels at which these metals naturally occur can be hazardous.

The Park City area has been a historic mining location since the 1860s. The arsenic and lead metals were not typically collected like the more valuable metals of silver, gold, and platinum. Due to the mining activities, processes, handling, and extraction, byproduct metals like arsenic and lead became concentrated, which can be a health concern if not handled and capped properly.

These types of soils and metals are now mostly capped and exist below many areas in Park City. Some of the contaminant soils in these Site piles are from Treasure Mountain Junior High School, and some are from other school district locations, such as next door at McPolin Elementary School. The soils were excavated by a PCSD subcontractor and placed north of Treasure Mountain Junior High School. They were originally intended to be a visual barrier.

Figure 6 below shows how existing soils and caps in Park City are typically placed.

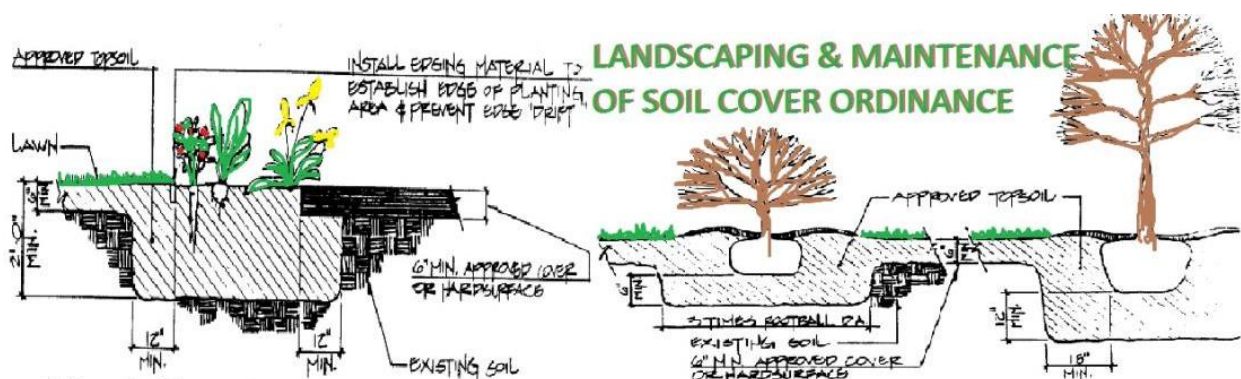


Figure 6—Park City Landscaping & Maintenance of Soil Cover Ordinance Graphic

**Q. Where are the contaminants going?**

A. Due to the cap placed over the soils, the contaminants are not currently being transported by air. Most of the contaminants remain in the soils piles while they stay in place. However, some metals may leach into the adjacent wetlands to the north. Note that the wetlands contain the same soils and metals (contaminants) that currently exist in the soils piles. Asbestos typically does not migrate well through soils.

Ultimately, the material will be moved from its current location to an approved landfill site that has agreed to take and dispose of the waste.

**Q. Will wildlife be harmed?**

A. Arsenic and lead can impact wildlife like humans. The wetlands soils are considered the same types of soil as what exists in the piles due to years of leaching. Therefore, the hazard to wildlife does not greatly increase under current conditions.

**3.2 CERCLA Stigma**

**Q. What does CERCLA mean?**

A. CERCLA is an acronym for the Comprehensive Environmental Response, Compensation, and Liability Act, otherwise known as Superfund. CERCLA provides the federal government authority to clean up uncontrolled or abandoned hazardous-waste sites as well as accidents, spills, and other emergency releases of pollutants and contaminants into the environment. Usually CERCLA authority applies to larger issues like whole cities with mine tailings and not to a single school site.

**Q. What is a CERCLA stigma?**

A. A CERCLA stigma is a perceived threat in the minds of potential real estate buyers and lenders due to CERCLA involvement, and it mostly impacts commercial real estate values. CERCLA determination stays with the land even after closure. However, Park City has already been part of the CERCLA process, so this event is considered an addition to the existing history of the site. And should not add any new CERCLA stigma to properties.

**3.3 Health Concerns**

**Q. Are the contaminants migrating via air?**

A. The contaminants are not migrating via air transport. The soils have been capped with a minimum of six inches of capping material that contains less than 200ppm lead, which is preventing migration via air.

**Q. Are the contaminants migrating via soil and groundwater?**

A. The contaminants are likely migrating through the soil in small quantities via groundwater. However, note that the soils beneath the pile, excluding the original site soil cap, are the same types of materials as what is in the soils piles.

**Q. Are the contaminants migrating via surface water?**

A. The contaminants are not migrating via surface water. The soil piles have been capped. Erosion control barriers surround both piles. These engineering controls allow much of the surface water to evaporate or percolate into the ground but do not allow it to run off the site. Engineering inspections occur on a weekly basis to ensure engineering controls are adequate.

**Q. How do I know if my child has been harmed?**

A. If you have a concern, you can have your child's blood lead level tested.

**3.4 Economic Concerns**

**Q. What is the cost of remediation?**

A. The costs are currently estimated to be between \$1.5 and 2 million (USD).

**Q. Are there grants or funds that can be utilized?**



A. Typically, grants can pay for situations like this. However, because the material must be removed quickly, the Park City School District or the State of Utah will ultimately pay the remediation costs.

### 3.5 Remediation Concerns

**Q. Is this material going to be spilled throughout the city during the removal?**

A. R&R will establish strict controls (as outlined in the Materials Management Plan [MMP]) to minimize and limit community exposure. Protocols indicated in the plan will remediate any spills during the relocation process.

**Q. Will the community be exposed (via air) during remediation (pile movement)?**

A. All disturbances to the soils piles will occur using wet methods. Wet methods add water during disturbance to minimize the spread of dust. The application of water is balanced carefully so as to not cause unnecessary runoff. Therefore, dust will be kept down on the site. Meteorological data will also be used to minimize the impact of weather, like strong winds. The perimeter will also be sampled during the relocation process.

**Q. Will the piles be moved when my child is attending school?**

A. The piles will only be moved when school is not in session (winter, spring, or summer breaks). The school grounds and parking lots will also be closed during relocation activities that will disturb the cap.

## **4.0 PLANNED COMMUNITY INVOLVEMENT ACTIVITIES**

### **4.1 Website Address**

The community may access the Park City School District website (<https://www.pcschools.us/>) for any updates to the project.

### **4.2 Town Hall**

There are currently two town halls scheduled to discuss cleanup activities:

- Town Hall in Spanish
  - Date: November 8, 2023, 6:00 p.m. MST
  - Location: Treasure Mountain Junior High Library (and via Zoom)
  - Address: 2530 Kearns Blvd, Park City, Utah 84060
  
- Town Hall in English
  - Date: November 9, 2023, 6:00 p.m. MST
  - Location: Treasure Mountain Junior High Cafeteria/Forum (and via Zoom)
  - Address: 2530 Kearns Blvd, Park City, Utah 84060

### **4.3 Close Out**

Other town hall events or community outreach activities may occur if deemed necessary. Updates will be posted on the Park City School District website (<https://www.pcschools.us/>).

## 5.0 CERTIFICATION OF PLAN

This Community Involvement Plan (CIP) was completed by R&R Environmental, Inc., as indicated by the signature below. PCSD was closely involved in the completion of this plan and the scheduling of activities.

**R&R Environmental, Inc.**



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Stephen S. Galley, CSP  
Environmental Services Director, Vice President

**6.0 APPENDICES**

**Appendix A—REVISION LOG**

**Appendix B—PCSD-RECORDED ENVIRONMENTAL COVENANT**

SOILS SAMPLING AND ANALYSIS PLAN  
North Soils Piles  
Treasure Mountain Junior High School

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**APPENDIX A**  
**REVISION LOG**



**APPENDIX B**

**PCSD-RECORDED ENVIRONMENTAL COVENANT**



When Recorded Return To:

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

*Park City School District  
2700 Kearns Blvd  
Park City UT 84060*

Parcel #: PCA-98-A-X

**ENVIRONMENTAL COVENANT**

Pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101 et seq., (the Utah Act) the Board of Education of Park City School District, a public corporation of the State of Utah (Grantor) makes and imposes this Environmental Covenant upon the Property more particularly described in Exhibit A attached hereto, subject to the terms and conditions stated herein.

1. Notice. Notice is hereby given that the Property is or may be contaminated with hazardous substances as described below and, therefore, this Environmental Covenant must be imposed to mitigate the risk to the public health, safety and the environment.
  
2. Environmental Response Project. Elevated levels of lead have been found within the boundaries operable unit 1 (OU1) of the Uintah Mining District Site (Site) in Park City, Summit County, Utah, at 2530 Kearns Blvd., Park City, Utah. Pursuant to an Action Memorandum dated September 10, 2015, and as amended on July 12, 2016, the U.S. Environmental Protection Agency (EPA) completed a removal action at the Site to excavate contaminated material and provide a 6 inch cap of clean fill under the authority of the Comprehensive Environment Response Compensation and Liability Act of 1980. The Environmental Covenant outlined herein is necessary to fully implement the removal action selected in the Action Memorandum.
  
3. Grantor. Board of Education of Park City School District, a public corporation of the State of Utah, is the Grantor of this Environmental Covenant and is also an Owner as defined in Paragraph 4.
  
4. Owner. The "Owner" of the Property is a person who controls, occupies, or holds an interest (other than this Environmental Covenant) in the Property at any given time. Consistent with Paragraph 9 of this Environmental Covenant, the obligations of the Owner are imposed on assigns, successors in interest, including without limitation to future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof (the "Transferees").

5. Holder. The Board of Education of Park City School District is the Holder of this Environmental Covenant. The Holder may enforce this Environmental Covenant. The Holder shall not incur liability under state law or otherwise solely by virtue of being a holder under this Environmental Covenant. Pursuant to the Utah Act, a Holder may also be an Owner.

6. Agency. The EPA and the Utah Department of Environmental Quality (DEQ) each enter into this Environmental Covenant as an Agency as defined in Section 57-25-102(2) of the Utah Act. EPA and DEQ may be referred to herein collectively as the "Agencies". The Agencies may enforce this Environmental Covenant. The Agencies assume no affirmative duties through the execution of this Environmental Covenant.

7. Administrative Record. The administrative record for this environmental response project is the Uintah Mining District Superfund Site Administrative Record, Site ID# A8K3, CERLIS No. UTM000801643. The Site record is available by appointment for public inspection at the following information repository:

EPA Superfund Records Center – Region 8  
1595 Wynkoop Street  
Denver, CO 80202-1129  
(303) 312-7273

8. Activity and Use Limitations.

#### 8.1 Use Limitations

The Property is hereby affected by the following use restrictions:

a. Restriction on Surface Disturbance.

Any portion of the top 6 inches of soil that is disturbed via any activity, including landscaping, must be replaced with soils containing 200 mg/kg lead or less within 30 days and must be planted with grass or other suitable vegetation to prevent erosion within 60 days unless a written waiver is obtained from DEQ.

b. Restriction on Planting

All flower or vegetable planting beds at grade shall be clearly defined with edging material to prevent edge drift and shall have a minimum depth of twenty four inches of 200 mg/kg lead or less topsoil. Such topsoil shall extend twelve inches beyond the edge of the flower or vegetable planting bed.

All flower or vegetable planting beds above grade shall extend a minimum of sixteen inches above the grade of the six inches of approved topsoil and shall contain six inches of 200 mg/kg or less lead topsoil cover and shall contain only 200 mg/kg lead or less topsoil.

All shrubs planted on the Property after the removal action shall be surrounded by 200 mg/kg lead or less topsoil for an area, which is three times bigger than the rootball and extends six

inches below the lowest root of the shrub at planting. All trees planted on the property after the completion of the removal action shall have a minimum of eighteen inches of 200 mg/kg lead or less topsoil around the rootball with a minimum of twelve inches of 200 mg/kg lead or less topsoil below the lowest root of the tree.

c. Restriction on New Construction

Within 30 days of the conclusion of any construction or landscaping activity, any area that is disturbed by any construction or landscaping activity on the Property not covered by structures or other paved surfaces must be capped with 6 inches of soil which test below 200 mg/kg of lead or less.

d. Disposal or Removal of Soil From Property

Unless Owner submits to UDEQ and receives approval of a soils disposal plan, any soil disturbed on the Property that is not capped as described in subparagraph c above must be sampled and characterized with representative sampling and tested at a State Certified Laboratory. Soils that fail the Toxic Characteristic Leaching Procedure (TCLP) must be managed as hazardous waste and disposed of within a Utah Department of Environmental Quality permitted facility. Soils not failing the TCLP standards may remain on the Property or be disposed within a non-hazardous landfill facility.

e. No soils generated within the Property are allowed to be exported for use as fill outside the Property.

9. Running with the Land. This Environmental Covenant shall run with the land, pursuant to and subject to the Utah Act and Utah Code Ann. Section 57-25-105.

10. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Utah Act or Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9607. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party, and shall not be deemed a waiver of the party's right to take action to enforce any noncompliance. Nothing in this Environmental Covenant shall restrict the Agencies from exercising any authority under applicable law.

11. Rights of Access. The right of access to the Property is granted to the Holder, the Agencies, and their representatives for necessary response actions, inspections, implementation and enforcement of this Environmental Covenant.

12. Notice upon Conveyance. The Owner shall notify the Agencies and the Holder within 10 days prior to each conveyance of an interest in any portion of the Property. Owner's notice to the Agencies and the Holder shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred. Instruments that convey any interest in the Property (fee, leasehold, easement, etc.,) shall include a notification to

the person or entity who acquires the interest that the Property is subject to this Environmental Covenant and shall identify the date, entry number, book and page number at which this document is recorded in the records of the Washington County Recorder, in the State of Utah.

13. Compliance Reporting. Upon request, Owner shall submit written documentation to the Agencies verifying that the activity and use limitations remain in place and are being followed.

14. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

- a. that the Grantor is the sole owner of the Property;
- b. that the Grantor holds fee simple title to the Property subject to the encumbrances listed in Exhibit B;
- c. that the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- d. that the Grantor has identified all other persons that own an interest in or hold an encumbrance on the Property, and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- e. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Grantor is a party or by which Grantor may be bound or affected;

15. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Utah Act. Grantor waives the right to consent to amendment and termination and also consents to the recording of any instrument related thereto if Grantor is not the Owner at the time of the amendment or termination.

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

17. Recordation and Distribution of Environmental Covenant. Within 10 days after the date of the final required signature upon this Environmental Covenant, Grantor shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Summit County Recorder's Office. The Grantor shall distribute a file and date stamped copy of the recorded Environmental Covenant to the Agencies.



18. Notice. Unless otherwise notified in writing by or on behalf of any of the Agencies, the Grantor, the Owner, or the Holder, any document or communication required by this Environmental Covenant shall be submitted to:

**EPA:**

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

**DEQ:**

Division of Environmental Response and Remediation  
CERCLA Site Assessment Section Manager  
Department of Environmental Quality  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

**GRANTOR, OWNER, AND HOLDER:**

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

19. Governmental Immunity. In executing this covenant, DEQ, EPA and the board of Education of Park City School District (in its capacity as Grantor, Holder and Owner) do not waive governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and Transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah (State) or EPA, its agencies, successors, departments, agents, and employees from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to Utah Code Ann. Sections 5725109 and 5725110 or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State under Section 63G7301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G7101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Utah Code Ann. Sections 63G7202 and 902, as determined in a court of law.

20. Payment of DEQ's Costs. Owner shall reimburse DEQ for technical reviews, inspections and other actions, performed by DEQ pursuant to the enforcement of this Environmental Covenant or performed at the request of the Owner.

The undersigned representatives of the Board of Education of Park City School District, Grantor, Owner, and Holder herein represents and certifies that it is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

The Board of Education of Park City School District

By: Tania Knauer  
Name: Tania Knauer  
Title: President

12/6/2016  
Date

STATE OF UTAH)

: ss.


COUNTY OF Summit)

On this 6 day of December, 2016, appeared before me, Tania Knauer of the Park City School District, the Grantor, Owner, and Holder herein, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body the Board of Education, Park City School District, has authorized him/her to execute the foregoing Environmental Covenant, and did duly acknowledge before me having executed the same for the purposes stated herein.

Lorie Pearce  
NOTARY PUBLIC



The Board of Education of Park City School District

By:   
Name: Todd Hauber  
Title: Business Administrator

12/6/16  
Date

STATE OF UTAH)  
: ss.  
COUNTY OF Summit

On this 6 day of December, 2016, appeared before me, Todd Hauber of the Park City School District, the Grantor, Owner, and Holder herein, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body the Board of Education, Park City School District, has authorized him/her to execute the foregoing Environmental Covenant, and did duly acknowledge before me having executed the same for the purposes stated herein.

  
NOTARY PUBLIC



**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY**

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

Brent H. Everett

Brent H. Everett, Director  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality

10 January 2017

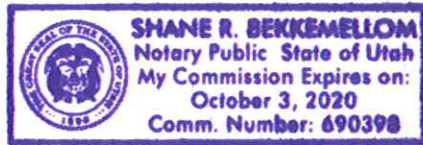
Date

State of Utah)

: ss.

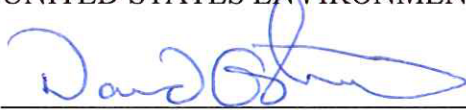
County of Salt Lake)

On this 10<sup>th</sup> day of January, 2017 appeared before me Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged before me that he executed the foregoing Environmental Covenant.



Shane R. Bekkemellom  
Notary Public

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

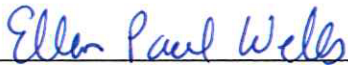


\_\_\_\_\_  
David Ostrander, Director  
Emergency Response and Preparedness Program  
U.S. EPA Region 8

1/18/17  
\_\_\_\_\_  
Date

The foregoing instrument was acknowledged before me in the State of Colorado, City and  
County of Denver, this 18th day of January, 2017.

by David Ostrander, Director, Emergency Response and Preparedness Program.



\_\_\_\_\_  
(Notary's Official Signature)

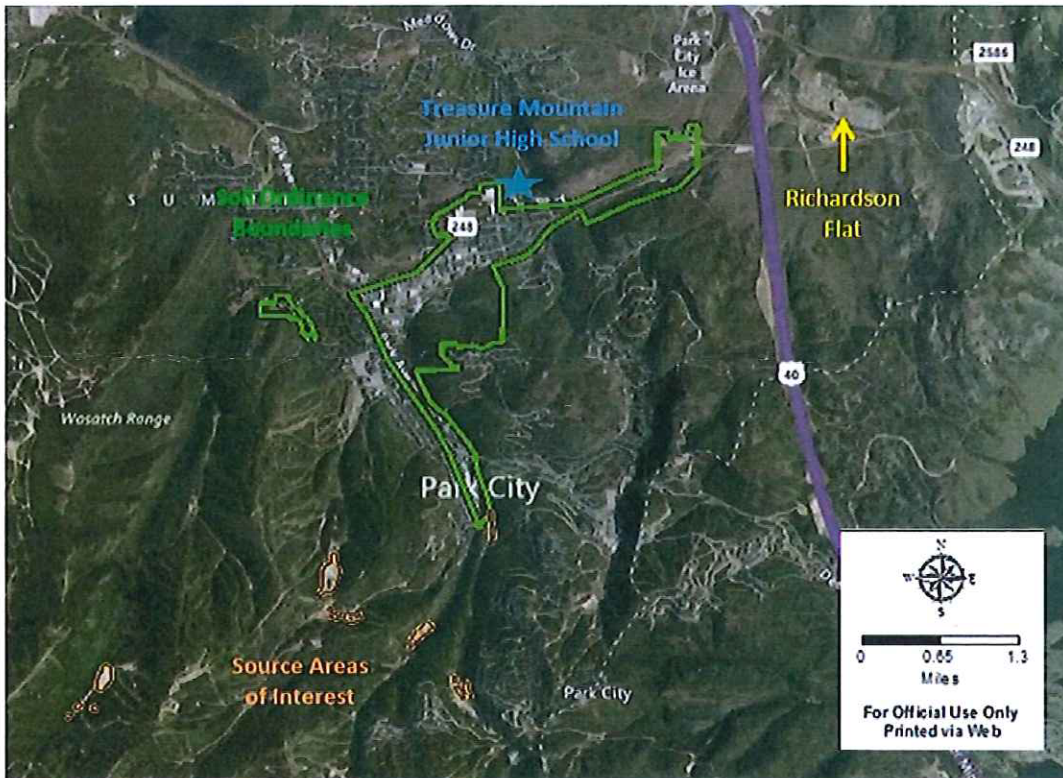


06/27/2018  
\_\_\_\_\_

(Commission Expiration)



Appendix C



## EXHIBIT A

Beginning at the Southwest corner of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North  $0^{\circ}18'38''$  East along the section line 2094.98 feet; thence South  $89^{\circ}41'22''$  East 322.59 feet; thence South  $30^{\circ}06'00''$  East 135.50 feet; thence South  $7^{\circ}39'03''$  East 239.50 feet; thence South  $29^{\circ}20'53''$  East 701.07 feet; thence South  $28^{\circ}55'47''$  East 842.01 feet; thence South  $52^{\circ}48'40''$  East 181.41 feet; thence due South 219.86 feet to a point on the Northerly right-of-way line of State Highway U-248; thence along said Northerly right-of-way line South  $84^{\circ}16'00''$  West 1336 feet to a point on the West line of Section 10, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North  $0^{\circ}04'58''$  East along said section line 72.40 feet to the point of beginning. PCA-98-A-X

Less and excepting therefrom that portion conveyed to the Utah Department of Transportation in Quit Claim Deed recorded June 8, 1999 as Entry No. 541103 in Book 1264 at page 720, records of Summit County, Utah, and more particularly described as follows:

A parcel of land in fee for the widening of the existing highway State Route 248 known as Project No. STP-0248(2)3, being part of an entire tract of property, situate in the SW1/4SW1/4 of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the Northerly right-of-way line of existing Highway State Route 248, 45.22 feet perpendicularly distant Northerly from the control line of said project at engineers station 12+013.849, which point is 72.40 feet South  $0^{\circ}04'58''$  West along the quarter section line and 801.64 feet North  $84^{\circ}16'00''$  East from the South quarter corner of said section; and running thence North  $5^{\circ}08'41''$  West 25.84 feet to a point 70.61 feet perpendicularly distant Northerly from said control line; thence North  $86^{\circ}14'47''$  East 421.10 feet to a point 62.83 feet perpendicularly distant Northerly from said control line; thence South  $5^{\circ}44'03''$  East 11.30 feet to a point in said Northerly right-of-way line, which point is 51.96 feet perpendicularly distant Northerly from said control line; thence South  $84^{\circ}16'00''$  West 421.11 feet to the point of beginning.

Also, less and excepting therefrom that portion conveyed to the Utah Department of Transportation in Quit-Claim Deed recorded June 8, 1999 as Entry No. 541104 in Book 1264 at page 722, records of Summit County, Utah, and more particularly described as follows:

A parcel of land in fee for the widening of the existing highway State Route 248 known as Project No. STP-0248(2)3, being part of an entire tract of property, situate in the SW1/4SW1/4 of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the Northerly right-of-way line of existing Highway State Route 248, 53.46 feet perpendicularly distant Northerly from the control line of said project at engineers station 12+160.107, which point is 72.40 feet South  $0^{\circ}04'58''$  West along the quarter section line and 1,282.67 feet North  $84^{\circ}16'00''$  East from the South quarter corner of said section; and running thence North  $5^{\circ}43'59''$  West 9.22 feet to a point 62.25 feet perpendicularly distant Northerly from said control line; thence North  $86^{\circ}14'47''$  East 54.03 feet to the 40-acre line of said section at a

point 61.90 feet perpendicularly distant Northerly from said control line; thence South 7.39 feet along said 40-acre line to a point in said Northerly right-of-way line, which point is 54.71 feet perpendicularly distant Northerly from said control line; thence South  $84^{\circ}16'00''$  West 53.26 feet to the point of beginning.

4827-9297-9008, v. 1

## EXHIBIT B

1. Reservation unto Henry Spriggs Company, a Utah corporation, one-half of the mineral and mineral rights, mines and mining rights within and underlying the surface of said property, as reserved in that certain Warranty Deed recorded April 2, 1954 as Entry No. 83735 in Book U at page 410, records of Summit County, Utah.
2. Right-of-Way and Easement Grant in favor of Mountain Fuel Supply Company, recorded January 14, 1982 as Entry No. 187547 in Book 208 at page 416, records of Summit County, Utah.
3. Grant of Easement in favor of Snyderville Basin Sewer Improvement District, recorded August 2, 1984 as Entry No. 223535 in Book 310 at page 3, records of Summit County, Utah.
4. Right-of-Way in favor of Park City Municipal Corporation as evidenced by Special Warranty Deed recorded October 1, 1985 as Entry No. 239564 in Book 356 at page 331, records of Summit County, Utah.  
Partial Vacation of Easement recorded February 12, 1987 as Entry No. 265354 in Book 418 at page 155, and re-recorded March 13, 1987 as Entry No. 267920 in Book 423 at page 265, records of Summit County, Utah.
5. Grant of Easement in favor of Snyderville Basin Sewer Improvement District, recorded August 5, 1986 as Entry No. 255526 in Book 394 at page 364, records of Summit County, Utah.
6. Water Well, Pipeline, Access and Protection Zone Easement Agreement by and between Park City Municipal Corporation and the Park City School District, recorded April 14, 1989 as Entry No. 306918 in Book 518 at page 315, records of Summit County, Utah  
Quit-Claim Deed executed by Park City Municipal Corporation, as Grantor, and Park City School District, as Grantee, transferring all of Grantor's right, title and interest in and to the above-mentioned agreement, and recorded June 28, 1989 as Entry No. 309748 in Book 526 at page 43, records of Summit County, Utah.
7. Water Well, Pipeline, Access and Protection Zone Easement Agreement by and between Park City Municipal Corporation and the Park City School District, recorded June 28, 1989 as Entry No. 309749 in Book 526 at page 47, records of Summit County, Utah.
8. Grant of Easement in favor of Snyderville Basin Sewer Improvement District, recorded November 14, 1994 as Entry No. 419083 in Book 850 at page 191, records of Summit County, Utah.

9. Grant of Easement for Construction and Maintenance of Wastewater Collection and Transportation Pipelines and Appurtenances, in favor of Snyderville Basin Water Reclamation District, and recorded June 4, 2010 as Entry No. 899928 in Book 2034 at page 1473, records of Summit County, Utah.
10. Grant of Access Easement for Access to Wastewater Collection and Transportation Pipelines and Appurtenances, in favor of Snyderville Basin Water Reclamation District, and recorded March 31, 2011 as Entry No. 919949 in Book 2075 at page 930, records of Summit County, Utah.
11. Exclusive Easement and Non-exclusive Pipeline Easement Grant in favor of Questar Gas Company, recorded January 2, 2013 as Entry No. 960684 in Book 2164 at page 1110, records of Summit County, Utah.
12. Encumbrances, easements, or claims of easements not shown in the Public Records.