

JEFFREY E. NELSON (Bar No. 22386)  
Assistant United States Attorney  
United States Attorney’s Office, District of Utah  
185 South Street, Suite 300  
Salt Lake City, Utah 84111  
Telephone: (801) 325-3250  
[Jeff.Nelson@usdoj.gov](mailto:Jeff.Nelson@usdoj.gov)

STACY D. COLEMAN (Pro hac vice)  
Trial Attorney, Environmental Enforcement Section  
United States Department of Justice  
999 18<sup>th</sup> Street, Suite 370, South Terrace  
Denver, Colorado 80202  
Telephone: (303) 844-7240  
[Stacy.Coleman@usdoj.gov](mailto:Stacy.Coleman@usdoj.gov)

LAURA A. THOMS (Pro hac vice)  
Senior Counsel, Environmental Enforcement Section  
United States Department of Justice  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044-7611  
Telephone: (202) 305-0260  
[Laura.Thoms@usdoj.gov](mailto:Laura.Thoms@usdoj.gov)

*Attorneys for the United States of America*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

---

UNITED STATES OF AMERICA,

Plaintiff,

v.

SILVER REEF PROPERTIES, LLC,

Defendant.

---

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

**CONSENT DECREE**

Case No. 2:13CV00280DB

Judge Dee Benson

**TABLE OF CONTENTS**

I. BACKGROUND ..... 3

II. JURISDICTION ..... 4

III. PARTIES BOUND ..... 4

IV. DEFINITIONS..... 5

V. STATEMENT OF PURPOSE ..... 7

VI. CONSENT AND SATISFACTION OF JUDGMENT ..... 8

VII. PAYMENT OF RESPONSE COSTS..... 8

VIII. PROPERTY REQUIREMENTS ..... 14

IX. FAILURE TO COMPLY WITH CONSENT DECREE ..... 15

X. COVENANTS BY PLAINTIFF..... 17

XI. RESERVATION OF RIGHTS BY UNITED STATES ..... 18

XII. COVENANTS BY SETTLING DEFENDANT..... 19

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION ..... 20

XIV. ACCESS TO INFORMATION ..... 22

XV. CERTIFICATION ..... 22

XVI. NOTICES AND SUBMISSIONS..... 23

XVII. RETENTION OF JURISDICTION ..... 24

XVIII. INTEGRATION/APPENDICES ..... 24

XIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT ..... 25

XX. SIGNATORIES/SERVICE..... 25

XXI. FINAL JUDGMENT ..... 26

## I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 9606 and 9607, seeking (1) reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the 5M Staging Area Superfund Site located approximately one mile northwest of Leeds, Utah in Section 1, Township 41 South, Range 14 West of the Salt Lake Meridian in the Silver Reef Mining District, located in the larger patented Jumbo Load mining claim (“the Site”); and (2) civil penalties and punitive damages for Silver Reef Properties, LLC’s failure to comply with a Unilateral Administrative Order issued by EPA.

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

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

D. The United States alleges that Silver Reef Properties, LLC (“Settling Defendant”) is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

E. Settling Defendant does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

F. The United States has reviewed the Financial Information submitted by Settling Defendant to determine whether Settling Defendant is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendant has limited financial ability to pay for response costs incurred and to be incurred at the Site.

G. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without any further admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal

status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

#### IV. DEFINITIONS

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

a. “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

b. “Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

c. “Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next working day.

d. “DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

e. “Effective Date” shall mean the date upon which the approval of this Consent Decree is recorded on the Court’s docket.

f. “EPA” shall mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

- g. “EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- h. “Financial Information” shall mean those financial documents identified in Appendix B.
- i. “Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at [http://www.epa.gov/ocfopage/finstatement/superfund/int\\_rate.htm](http://www.epa.gov/ocfopage/finstatement/superfund/int_rate.htm).
- j. “National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.
- k. “Net Sales Proceeds” shall mean all consideration received by Settling Defendant from the sale of the Property, not including: (i) any reasonable closing costs paid regarding the sale; (ii) any reasonable broker’s fees regarding the sale; and (iii) any state and/or municipal transfer taxes regarding the sale.
- l. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- m. “Parties” shall mean the United States and the Settling Defendant.
- n. “Plaintiff” shall mean the United States.

o. “Property” shall mean all real property owned by Settling Defendant as of lodging, including the real property described in the tax assessment reports from the Washington County, Utah Recorder’s Office attached in Appendix D.

p. “RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

q. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

r. “Settling Defendant” shall mean Silver Reef Properties, LLC.

s. “Site” shall mean the 5M Staging Area Superfund Site located approximately one mile northwest of Leeds, Utah in Section 1, Township 41 South, Range 14 West of the Salt Lake Meridian in the Silver Reef Mining District, located in the larger patented Jumbo Load mining claim, and generally shown on the map included in Appendix A.

t. “Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

u. “United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

## **V. STATEMENT OF PURPOSE**

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendant to make cash payment(s) of Net Sale Proceeds from the sale of Settling Defendant’s Property and to implement land use restrictions to resolve its alleged civil liability for the Site under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, as provided

in the Covenants by Plaintiff in Section X, and subject to the Reservations of Rights by United States in Section XI.

## **VI. CONSENT AND SATISFACTION OF JUDGMENT**

5. Settling Defendant consents to entry of judgment in favor of the United States in the amount of \$477,547.43 (“Judgment”). This Judgment shall remain in effect until Settling Defendant has complied with all requirements in this Consent Decree. Such Judgment shall be satisfied solely through (i) payment of 90% of the Net Sales Proceeds from the sale of Settling Defendant’s Property in accordance with Paragraph 16, and (ii) the execution and recording of the Environmental Covenant attached hereto as Appendix C in accordance with Paragraph 24. Any cash payments made by Settling Defendant pursuant to this Consent Decree shall, in the aggregate, not exceed the Judgment amount.

6. Settling Defendant consents to the filing by the United States in the Recorder’s Office or Registry of Deeds or other appropriate office County of Washington, State of Utah, and where necessary to preserve secured creditor status in favor of the of United States, of a notice of judgment lien regarding the Property based on the Judgment in favor of the United States.

7. Upon approval and entry of this Consent Decree, it shall constitute the final judgment for resolution of the United States’ claims against Settling Defendant, and no other form of judgment shall be required under the terms of this Consent Decree.

## **VII. PAYMENT OF RESPONSE COSTS**

8. Payment of Response Costs. Settling Defendant shall pay to EPA 90% of the Net Sales Proceeds from the sale of Settling Defendant’s Property in accordance with Paragraph 16. If paid within 5 days of closing, no Interest shall be included.



9. Settling Defendant shall make payments at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit (“FLU”) of the U.S. Attorney’s Office for the District of Utah (Central Division) after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Ben Ruesch, Attorney-at-Law  
55 S 300 West, Ste 1  
Hurricane, UT 84737  
435-635-7737 (office)  
ben@srrlegal.com

on behalf of Settling Defendant. Settling Defendant may change the individual to receive payment instructions on its behalf by providing written notice to DOJ and EPA of such change in accordance with Section XVI (Notices and Submissions).

10. Deposit of Payment. The total amount of each payment to be paid pursuant to Paragraph 16 (Payment of Net Sales Proceeds) shall be deposited by EPA in the 5M Staging Area Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

11. Notice of Payment. At the time of each payment, Settling Defendant shall send notice that payment has been made (a) to EPA in accordance with Section XVI (Notices and Submissions), (b) to DOJ in accordance with Section XVI (Notices and Submissions); and (c) to the EPA Cincinnati Finance Center (CFC) at:

**EPA CFC by email:** cinwd\_acctsreceivable@epa.gov

**EPA CFC by regular mail:** EPA Cincinnati Finance Center  
26 W. Martin Luther King Drive  
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number 08LE, and DJ Number 90-11-3-10255.

12. Sale of Property. Subject to the meet and confer requirements in Paragraph 22, the sale of the Property shall be conducted in accordance with the following schedule until the judgment amount is fully met or the Property is sold in its entirety, whichever occurs first:

- a. Within 30 days after the Effective Date, Settling Defendant shall commence best efforts (as defined in Paragraph 13) to sell any portion of the Property.
- b. If the Judgment is not fully satisfied within 180 Days from the Effective Date, Settling Defendant shall commence best efforts (as defined in Paragraph 13) to sell the remaining Property not already sold or subject to an executed sales purchase agreement.
- c. If the Judgment is not fully satisfied within one (1) year from the Effective Date, and upon EPA's request, Settling Defendant shall commence auction proceedings to sell any remaining Property not already sold or subject to an executed sales purchase agreement to the highest bidder in accordance with the requirements of Paragraph 21.

13. In accordance with the schedule for the sale of Property (Paragraph 12), Settling Defendant shall use best efforts to sell the Property, as defined below:

- a. Ensuring that the Property is sold for the highest price;
- b. Employing a real estate agent, dealer, or broker who is licensed in the State of Utah and who shall follow the usual and normal practices for selling real estate, including, for example, listing the Property in one or more real estate listing services regularly

used by real estate agents, dealers, brokers, and others and using other reasonable means to ensure that the availability for sale is known to potential buyers;

- c. Responding to reasonable inquiries of prospective buyers;
- d. Allowing the Property to be shown at all reasonable times; and
- e. Assisting the real estate agent, dealer, or broker in any other reasonable

way requested in an effort to sell the Property.

14. Maintenance of Property. Until the Property is sold, Settling Defendant shall, at its own expense: (1) maintain the Property in a condition suitable for exhibition to prospective buyers; (ii) timely pay or cause to be paid all real property taxes regarding the property; and (iii) timely pay all water and sewer bills regarding the Property.

15. Rental Income. Rental income from the Property may be used to pay expenses described in Paragraph 14. All rental income earned from the date of Settling Defendant's signature on this Consent Decree until the sale of the Property to the extent not required to pay the expenses described in Paragraphs 14 shall be deemed to be Net Sales Proceeds from the sale of the Property and shall be disbursed pursuant to Paragraph 16. Settling Defendant shall not enter into any lease or rental agreement for any Property unless the agreement allows a purchaser of the Property to terminate the lease or rental agreement within 90 days of taking title to the Property.

16. Payment of Net Sales Proceeds. At the time of sale of each Property, including the sale of any portion of each Property, Settling Defendant shall pay to the United States 90% of the Net Sales Proceeds of the sale of each Property until the full amount of the \$477,547.43 Judgment is satisfied or all of the Property has been sold in accordance with the terms of this Consent Decree. Settling Defendant shall make payment to EPA in accordance with Paragraph 9

and reference the CDCS Number, Site/Spill ID Number 08LE, and DJ Number 90-11-3-10255.

At the time of payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Paragraph 11 (Notice of Payment). Settling Defendant shall make all necessary arrangements with the title company or other entity conducting the closing for the sale of each Property to ensure timely payment of Net Sales Proceeds to the United States. Until the transfer of Net Sales Proceeds in accordance with this Paragraph is complete, all Net Sales Proceeds shall be held in an escrow account for the benefit of the United States by the title company or other entity conducting the closing.

17. At the time of sale of each Property, EPA shall arrange for the execution or delivery of a release of the February 23, 1998, September 10, 2001, and October 2, 2001 federal lien filed regarding the Property and a release of any judgment lien imposed under Paragraph 6. Such release shall only apply to the parcel of Property being sold. EPA may withhold release of the liens if Settling Defendant fails to complete payment of costs pursuant to Paragraph 8 (Payment of Response Costs).

18. If the proposed contract for the sale of the Property is for a sum less than the tax assessed value of the Property, Settling Defendant shall provide notice to EPA at least 45 days in advance of the sale. For such sales, EPA in its sole discretion may require Settling Defendant to submit an appraisal of the Property subject to the sale that is performed by an independent appraiser, upon generally recognized appraisal assumptions, at least 30 days in advance of the sale of the Property. The appraiser completing the appraisal of the Property shall be certified to meet the Uniform Standards of Professional Appraisal Practice by a nationally recognized organization of professional real estate appraisers. Within 10 days of the appraisal of the Property, Settling Defendant shall submit a copy of the appraisal of the Property and name of

appraiser that completed the appraisal of the Property to EPA. EPA may object to the sale of the Property based on the proposed sale price. Settling Defendant shall be responsible for all appraisal fees.

19. Settling Defendant shall submit to EPA, at least 30 days prior to the date of the sale of the Property, a copy of the proposed Property sales contract and documentation of the most current tax assessed value of the Property, and must obtain EPA's written approval before executing the contract. Settling Defendant shall provide to EPA a copy of the executed contract within 7 days after signing the contract.

20. Settling Defendant shall submit to EPA, at least 10 days prior to the date of the sale of the Property, a notice of the sale, Settling Defendant's calculation of the Net Sales Proceeds, and all documentation regarding the values used in the calculation, including: (i) copies of all documents to be executed regarding the sale; (ii) documentation of the amounts of closing costs to be paid; (iii) documentation of any broker's fees regarding the sale; and (iv) documentation of the amounts of state and/or municipal transfer taxes to be paid regarding the sale of the Property. Settling Defendant may request that EPA approve the calculation of Net Sales Proceeds prior to the sale. In that event, EPA's approval shall be binding in any subsequent dispute between the United States and Settling Defendant regarding whether Settling Defendant has complied with Paragraph 16.

21. Auction. In accordance with Paragraph 12.c., if the Judgment amount is not fully satisfied within 1 year from the Effective Date, and at EPA's request, Settling Defendant shall auction any remaining Property not already sold or subject to an executed sales purchase agreement to the highest bidder. Settling Defendant shall engage a professional auctioneer and follow industry practices to publicize the auction for 30 days preceding the auction. Settling

Defendant shall timely provide to EPA copies of the agreement with the professional auctioneer and all advertising published with respect to the Property. Net Sale Proceeds from the auction shall be paid to the United States in accordance with Paragraph 16.

22. Upon receipt of a request from EPA for Settling Defendant to commence auction proceedings, Settling Defendant shall have 15 days to request an opportunity to meet and confer with EPA. The Parties shall then informally meet and confer during a period not to exceed 30 days. Unless the Parties agree to otherwise by written agreement, upon completion of the meet and confer period Settling Defendant shall proceed with commencement of the auction proceedings for the Property.

23. Involuntary Transfer of Property. In the event the Property or a portion thereof is transferred involuntarily by operation of law, including foreclosure, or is transferred by deed or other assignment in lieu of foreclosure due to a default on indebtedness secured by the Property or such portion thereof, Settling Defendant shall not be required to comply with Paragraphs 12-16 and 18-22, nor shall Settling Defendant receive any sale proceeds.

### **VIII. PROPERTY REQUIREMENTS**

24. Environmental Covenant. Within 10 days of the Effective Date, Defendant shall execute, record, and comply with the Environmental Covenant attached in Appendix C in the Recorder's Office of Washington County, Utah. Within 10 days of recording the Environmental Covenant, Defendant shall provide to EPA, in accordance with Section XVI (Notices and Submissions), a copy of the recorded Environmental Covenant.

25. Settling Defendant shall not Transfer the Site without executing and recording the Environmental Covenant on the Site as provided by Paragraph 24.

26. If EPA determines in a decision document prepared in accordance with the NCP that additional institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the Site, Settling Defendant shall cooperate with EPA's efforts to secure and ensure compliance with such institutional controls.

27. In the event of any Transfer of the Site, unless the United States otherwise consents in writing, Settling Defendant shall continue to comply with its obligations under the Consent Decree.

28. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, as well as all of its rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

#### **IX. FAILURE TO COMPLY WITH CONSENT DECREE**

29. Interest on Payments. If Settling Defendant fails to make the payment required by Paragraph 8 (Payment of Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance from the date payment was due through the date of payment.

30. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 8 (Payment of Response Costs) are not paid by the required date, Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 29 (Interest on Payments), \$500 per violation per day that such payment is late.

b. If Settling Defendant fails to comply with the requirements of Paragraph 24 (Environmental Covenant), Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, \$500 per day for each day of violation.

c. If Settling Defendant fails to use best efforts to sell the Property in accordance with Paragraph 13 (Sale of Property), Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, \$100 per day for each day of failure to use best efforts to sell the Property.

d. Prior to a demand for payment of stipulated penalties, EPA shall provide written notice to Settling Defendant of a violation. Settling Defendant shall have 15 days from receipt of the notice of violation from EPA to request an opportunity to meet and confer with EPA.

e. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as “stipulated penalties” and shall be made in accordance with Paragraph 9. Each payment shall reference the CDCS Number, Site/Spill ID Number 08LE, and DJ Number 90-11-3-10255.

f. At the time of payment, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Paragraph 11 (Notice of Payment).

g. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due and shall continue to accrue through the date of payment or completion of the



activity. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

31. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

32. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

33. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section VII (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

#### **X. COVENANTS BY PLAINTIFF**

34. Except as specifically provided in Section XI (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106, 107(a), and 107(c)(3) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), and 9607(c)(3), regarding the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree, including but not limited to, payment of all amounts due under Section VII (Payment of Response Costs), and any Interest or stipulated penalties due thereon under Section IX (Failure to Comply with Consent Decree). These covenants are also conditioned upon the veracity and

completeness of the Financial Information provided to EPA by Settling Defendant and the financial, insurance, and indemnity certification made by Settling Defendant in Paragraph 47.

These covenants extend only to Settling Defendant and do not extend to any other person.

**XI. RESERVATION OF RIGHTS BY UNITED STATES**

35. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within Paragraph 34 (Covenants by Plaintiff). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability based on the ownership or operation of the Site by Settling Defendant when such ownership or operation commences after signature of this Consent Decree by Settling Defendant;

e. liability based on Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and

f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

36. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information provided by Settling Defendant, or the financial, insurance, or indemnity certification made by Settling Defendant in Paragraph 47, is false or, in any material respect, inaccurate.

## **XII. COVENANTS BY SETTLING DEFENDANT**

37. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

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

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

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law, relating to the Site.

38. Except as provided in Paragraph 40 (claims against other PRPs) and Paragraph 45 (res judicata and other defenses), these covenants shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section

XI (Reservations of Rights by United States), other than in Paragraph 35.a (liability for failure to meet a requirement of the Consent Decree) or Paragraph 35.b (criminal liability), but only to the extent that Settling Defendant's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

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

40. Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613) that it may have for response costs any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant.

### **XIII. EFFECT OF SETTLEMENT/CONTRIBUTION**

41. Except as provided in Paragraph 40 (claims against other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section XII (Covenants by Settling Defendant), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA,

42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

42. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservation of Rights by United States), other than in Paragraphs 35.a (liability for failure to meet a requirement of Consent Decree) or Paragraph 35.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

43. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

44. Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

45. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section X.

#### **XIV. ACCESS TO INFORMATION**

46. Notwithstanding any provision of this Consent Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

#### **XV. CERTIFICATION**

47. Settling Defendant certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, documents or other information (collectively, “Records”), other than identical copies, and including Records in electronic form, relating to its potential liability regarding the Site since notification of potential liability by the United States or the State, and that it has fully complied with any and all EPA and State requests for information regarding the Site and Settling Defendant’s financial circumstances, including but not limited to insurance and indemnity information, pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law;

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to EPA and the time Settling Defendant executes this Consent Decree; and

c. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

## **XVI. NOTICES AND SUBMISSIONS**

48. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

**As to DOJ by email:** [eescasemanagement.enrd@usdoj.gov](mailto:eescasemanagement.enrd@usdoj.gov)

**As to DOJ by regular mail:** EES Case Management Unit  
U.S. Department of Justice  
Environment and Natural Resources Division  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-10255

**As to EPA:** Technical Enforcement Specialist, 5M Site  
8-RC  
U.S. EPA Region 8  
1595 Wynkoop Street  
Denver, CO 80202

**As to Settling Defendant:** Ben Ruesch, Attorney-at-Law  
55 S 300 West, Ste 1  
Hurricane, UT 84737  
ben@srrlegal.com

Jerry Glazier  
155 W. 100 S.  
Hurricane, UT 84737

#### **XVII. RETENTION OF JURISDICTION**

49. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

#### **XVIII. INTEGRATION/APPENDICES**

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

“Appendix A” is the map of the Site.



“Appendix B” is a list of the financial documents submitted to EPA by Settling Defendant.

“Appendix C” is the Environmental Covenant.

“Appendix D” is the tax assessment reports for the Property from the Washington County, Utah Recorder’s Office.

**XIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

51. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

52. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

**XX. SIGNATORIES/SERVICE**

53. Each undersigned representative of Settling Defendant and the Deputy Chief, U.S. Department of Justice, Environment and Natural Resources Division, Environmental Enforcement Section certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

54. Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

55. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendant agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

**XXI. FINAL JUDGMENT**

56. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendant. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_.

---

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Silver Reef Properties, LLC relating to the 5M Staging Area Superfund Site near Leeds, Washington County, Utah.

8/1/14  
Dated

**FOR THE UNITED STATES OF AMERICA:**



NATHANIEL DOUGLAS

Deputy Chief

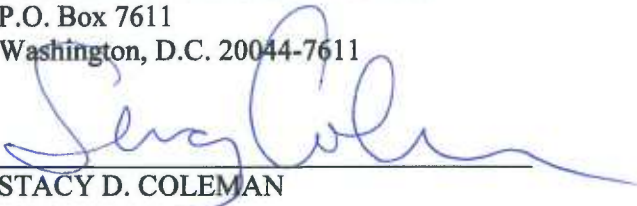
U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section

P.O. Box 7611

Washington, D.C. 20044-7611



STACY D. COLEMAN

Trial Attorney

U.S. Department of Justice

Environment and Natural Resources Division

Environmental Enforcement Section

999 18<sup>th</sup> Street, Suite 370, South Terrace

Denver, Colorado 80202

LAURA A. THOMS

Senior Attorney

U.S. Department of Justice

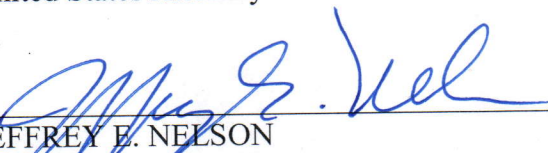
Environment and Natural Resources Division

Environmental Enforcement Section

P.O. Box 7611

Washington, D.C. 20044-7611

JOHN W. HUBER  
United States Attorney



JEFFREY E. NELSON  
Assistant United States Attorney  
United States Attorney's Office, District of Utah  
185 So. State St., Suite 300  
Salt Lake City, Utah 84111

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Silver Reef Properties, LLC relating to the 5M Staging Area Superfund Site near Leeds, Washington County, Utah.

7/25/16

Dated



ANDREA MADIGAN  
Supervisory Attorney  
Legal Enforcement Program  
U.S. Environmental Protection Agency Region 8  
1595 Wynkoop Street  
Denver, CO 80202



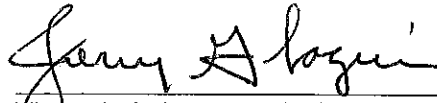
AARON URDIALES  
Director  
RCRA and CERCLA Technical Enforcement Unit  
U.S. Environmental Protection Agency Region 8  
1595 Wynkoop Street  
Denver, CO 80202

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Silver Reef Properties, LLC relating to the 5M Staging Area Superfund Site near Leeds, Washington County, Utah.

**FOR SILVER REEF PROPERTIES, LLC:**

7/20/2016

Date

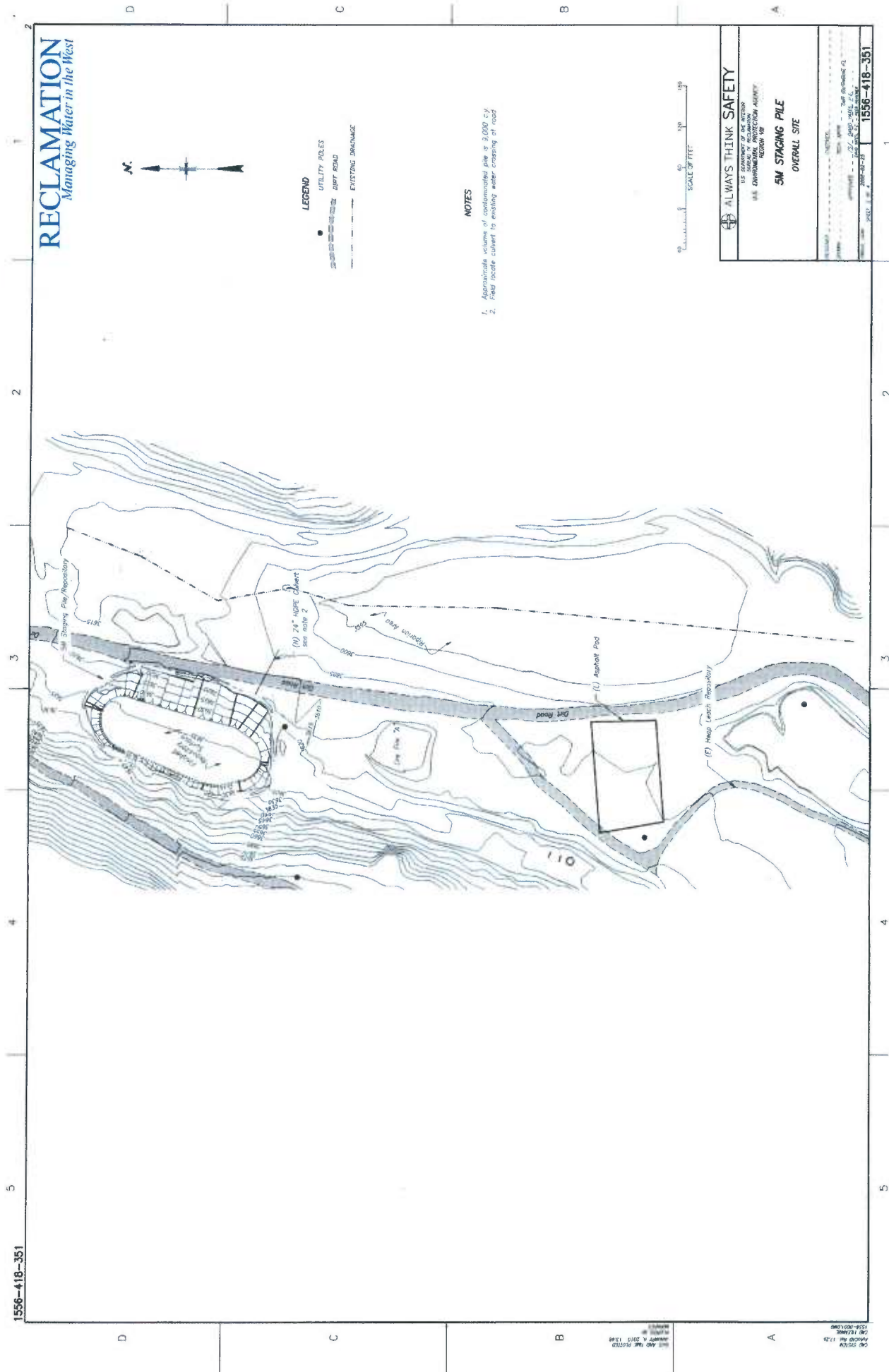


Name (print): Jerry Glazier  
Title: Manager  
Address: 155 W 100 S  
Hurricane, UT 84737

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Ben Ruesch  
Title: Attorney for Settling Defendant  
Company: Sanders Ruesch & Reeve PLLC  
Address: 55 S 300 W, Ste. 1  
Hurricane, UT 84737  
Phone: (435) 635-7737  
email: ben@srrlegal.com

## APPENDIX A



1556-418-351

2 3 4 5

2 3 4 5

D C B A

D C B A

DATE PLOTTED: 08/01/16  
 PLOT SCALE: 1" = 100'



## APPENDIX B

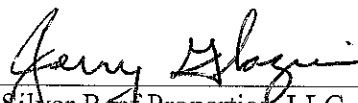
**DECLARATION OF JERRY GLAZIER  
ON BEHALF OF SILVER REEF PROPERTIES, LLC IDENTIFYING FINANCIAL  
DOCUMENTS/INFORMATION PROVIDED TO THE UNITED STATES RELATING  
TO THE CONSENT DECREE IN THIS CIVIL ACTION NO. 2:13CV00280DB,  
UNITED STATES OF AMERICA V. SILVER REEF PROPERTIES, LLC**

I, Jerry Glazier, on behalf of Silver Reef Properties, LLC, hereby certify that to the best of my knowledge, information, and belief the following documents and information exchanged in conversations represent true, accurate, and complete responses to the United States' requests concerning the financial condition of Silver Reef Properties, LLC. I further certify that there are no other documents that would show a materially different financial position.

1. Letter, dated August 26, 2013, with the following listed attachments, from Benjamin Ruesch (Attorney for Silver Reef Properties, LLC) to Stacy Coleman (U.S. Department of Justice), responding to the United States' July 1, 2013 email request for financial information:
  - a. Written Statement and Documentation Supporting Silver Reef's Claim of Ability to Pay;
  - b. Completed Financial Statement for Business Form for Silver Reef Properties, LLC;
  - c. U.S. Federal Income Tax Returns for Silver Reef Properties, LLC, Forms 1065 and 6252, for the years 2008, 2009, 2010, 2011, 2012;
  - d. Internal Revenue Service Request for Transcript of Tax Return, Form 4506-T; and
  - e. Description of all related party transactions applying to Silver Reef Properties, LLC.
  
2. Letter, dated June 9, 2014, with the following listed attachments, from Benjamin Ruesch (Attorney for Silver Reef Properties, LLC) to Stacy Coleman (U.S. Department of Justice), responding to the United States' November 27, 2013 additional questions regarding the financial information submitted by Silver Reef Properties, LLC on August 26, 2013:
  - a. May 1, 2014 Letter from Christensen & Company, PC (SRP0001-SRP00003);
  - b. July 8, 2003 Quit Claim Deed and Attachments (SRP00004-SRP00007);
  - c. August 1, 2005 Real Estate Purchase Contract and Addendums (SRP00008-SRP00017);
  - d. December 2, 2005 Promissory Note Secured by Deed of Trust (SRP00018-SRP0001);
  - e. November 2, 2006 Quit Claim Deed and Attachments (SRP00020-SRP00030);

- f. November 15, 2005 Addendum No. 4 to Real Estate Purchase Contract (SRP00031);
  - g. November 8, 2006 Letter and Attachments from Crocker Capital to Silver Reef Re: \$2,729,400 Promissory Note (SRP00032-SRP00035);
  - h. November 8, 2006 Letter and Attachments from Crocker Capital to Silver Reef Re: 80 acres release and 30.80 acres to be paid (SRP00036-SRP00056);
  - i. November 2, 2006 Quit Claim Deed and Attachments (SRP00057-SRP00063);
  - j. June 7, 2014 Printouts from Washington County Recorder Website of certain real property owned by Silver Reef (SRP00064-SRP00077); and
  - k. May 30, 2014 Zions Bank account statement for Silver Reef (SRP00078-SRP00079).
3. Email, dated June 30, 2014, from Benjamin Ruesch (Attorney for Silver Reef Properties, LLC) to Stacy Coleman (U.S. Department of Justice), with U.S. Federal Income Tax Return for Silver Reef Properties, LLC, Forms 1065 and 6252, for the year 2013 attached.
4. August 14, 2014 conference call between representatives of Silver Reef Properties, LLC and the United States regarding the United States' August 6, 2014 outstanding questions on the financial information submitted to Silver Reef.

I declare under penalty of perjury under the laws of the United States of America that the foregoing documents and information are true and correct to the best of my knowledge, recognizing that some of the documents and/or information were prepared by third parties based upon information that was supplied by me.

  
\_\_\_\_\_  
Silver Reef Properties, LLC  
By: Jerry Glazier, Manager

5/20/2016  
\_\_\_\_\_  
Date

## APPENDIX C

When Recorded Return To:

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

and

Maureen O'Reilly  
Technical Enforcement Specialist  
ENF-RC  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202

Tax Parcel No. 4031-LS.

### **ENVIRONMENTAL COVENANT**

Pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101 et seq., (the Utah Act) Silver Reef Properties, LLC (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 mercury have been found in within the boundaries of the 5M Staging Area Superfund Site (Site) in Leeds, Washington County, Utah, in Section 1, Township 41 South, Range 14 West of the Salt Lake Meridian in the Silver Reef Mining District, located in the larger patented Jumbo Load mining claim. Pursuant to an Action Memorandum dated December 17, 2008, the U.S. Environmental Protection Agency (EPA) completed a removal action at the Site to consolidate and cap mining tailings. The Environmental Covenant outlined herein is necessary to fully implement the removal action selected in the Action Memorandum. Mine waste containing elevated levels of mercury has been consolidated into a repository and capped with armored rocks and other material (Repository). Exhibit B, attached hereto, shows the location of the Repository on the Property.
3. Grantor. Silver Reef Properties, LLC, a Utah limited liability company, is the Grantor of this Environmental Covenant and is also an Owner as defined in Paragraph 4. The property interest is defined further in Paragraph 14.

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. Silver Reef Properties, LLC 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 5M Staging Area Superfund Site Administrative Record. 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: Repository**

The Repository is shown in Exhibit B. That part of the Property on which the Repository is located is hereby affected by the following use restrictions:

- a. Restriction on New Construction or Surface Disturbance.

No new construction or surface disturbance of any kind shall be made except as authorized specifically and expressly in writing by DEQ with written notice to EPA.

#### **8.2 Changes in Use**

Property use that may interfere with the engineered cap, and/or inconsistent with the established clean-up levels of 80 mg/kg of mercury, is prohibited without consultation with DEQ.

### 8.3 Emergency Notification

Owner shall notify DEQ (801-536-4123) and Washington County (435-634-5734) within 24 hours of any emergency situation (e.g. flooding, slope failure, etc.) that may impact the Repository and present an immediate threat to human health and the environment. The notification shall include details of the emergency situation and any immediate response actions needed.

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 non-compliance. 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 free, clear and unencumbered;

- 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 Washington 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 Washington 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  
5M Removal Action Project Manager  
Department of Environmental Quality  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

**GRANTOR, OWNER, AND HOLDER:**

Silver Reef Properties, LLC  
Jerry Glazier, Manager  
155 W. 100 S.  
Hurricane, UT 84737

19. Governmental Immunity. In executing this covenant, DEQ and EPA 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 57-25-109 and 57-25-110 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 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Utah Code Ann. Sections 63G-7-202 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 representative of Silver Reef, LLC, Grantor, Owner, and Holder herein represents and certifies that it is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Properties,  
SILVER REEF, LLC  
↑

By: Jerry Glazier  
Name: Jerry GLAZIER  
Title: MANAGER

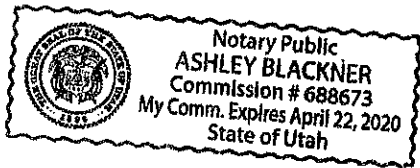
7/20/2016  
Date

STATE OF UTAH)

: ss.

COUNTY OF Washington

On this 20 day of July, 2016, appeared before me, Jerry Glazier of Silver Reef, LLC, 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 of Silver Reef, LLC, 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.



Ashley Blackner  
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

1 August 2016

Date

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

On this 1<sup>st</sup> day of August, 20 16 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

*Martin Hestmark*

*7/28/16*

Martin Hestmark  
Assistant Regional Administrator  
Office of Ecosystems Protection and Remediation  
U.S. Environmental Protection Agency, Region 8

Date

The foregoing instrument was acknowledged before me in the State of Colorado, City and County of  
Denver, this 28th day of July, 2016.  
by Martin Hestmark.

*Ellen Paul Wells*

(Notary's Official Signature)

**ELLEN PAUL WELLS**  
NOTARY PUBLIC - STATE OF COLORADO  
Notary Identification # 20144025517  
My Commission Expires 6/27/2018

*06/27/2018*

(Commission Expiration)

Notary Seal

## EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Jumbo Claim, Silver Reef Mining District in Washington County, Utah. Located in Section 1, of Township 41 South, Range 14 West, Salt Lake Base and Meridian, and described in Patent recorded April 3, 1906 as No. 4989 in Book X-3 at Page 125 of official records

## EXHIBIT B

1556-418-351

**RECLAMATION**  
Managing Water in the West



- LEGEND**
- UTILITY POLES
  - DIRT ROAD
  - - - EXISTING DRAINAGE

**NOTES**

1. Approximate volume of contaminated pile is 3,000 c/y
2. Field locate culvert to existing water crossing of road

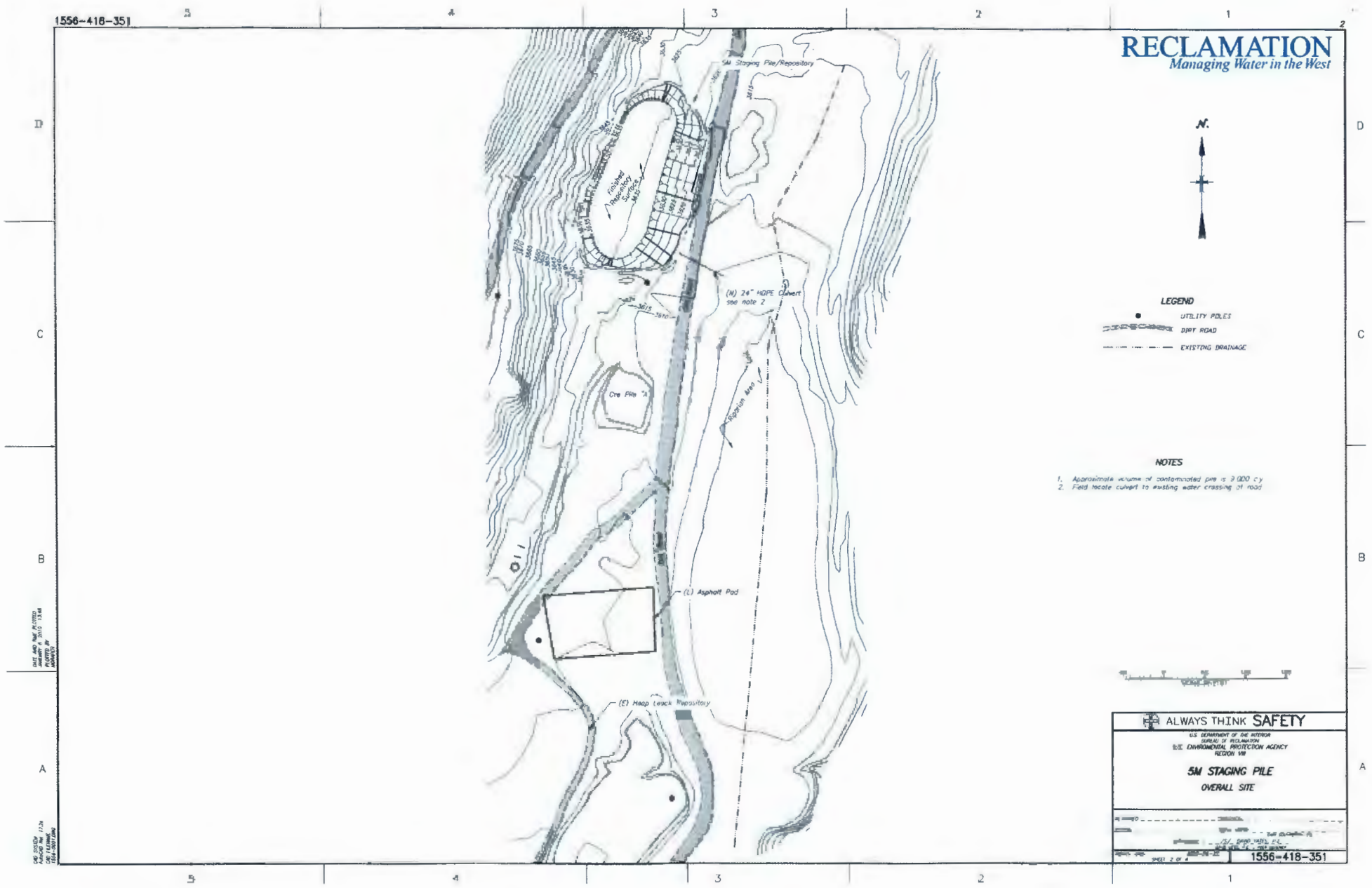


<b>ALWAYS THINK SAFETY</b>	
<small>U.S. DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION U.S. ENVIRONMENTAL PROTECTION AGENCY REGION 10</small>	
<b>5M STAGING PILE</b> OVERALL SITE	
<small>DATE: 11/11/15 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable]</small>	
<small>SHEET 2 OF 4</small>	<b>1556-418-351</b>

D  
C  
B  
A

2  
C  
B  
A

DATE: 11/11/15  
DRAWN BY: J. J. [unreadable]  
CHECKED BY: [unreadable]





**RECLAMATION**  
Managing Water in the West

**5M Staging Pile/Repository**



**LEGEND**

- UTILITY POLES
- DIRT ROAD
- EXISTING DRAINAGE

**NOTES**

1. Approximate 3,000 c.y. of pile reshaping is required.
2. Perimeter drains shall be field located at toe of pile and drain at a minimum 2% slope to the HDPE culvert.
3. Field locate culvert to existing water crossing at road, approx. 80' long.
4. Monitoring well designed to be determined at time of implementation.



**ALWAYS THINK SAFETY**

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
REGULATORY

**5M STAGING PILE  
SITE PLAN**

APPROVED: \_\_\_\_\_ ENGINEER  
APPROVED: \_\_\_\_\_ TECH. APPROV.  
APPROVED: \_\_\_\_\_ SUP. SURVEYOR  
APPROVED: \_\_\_\_\_ CIVIL ENGINEER

DATE: 08/01/16  
SHEET 3 OF 4  
**1556-418-352**

1556-418-352

D  
C  
B  
A

DATE: 08/01/16  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

5 4 3 2 1

5 4 3 2 1

5 4 3 2 1

5 4 3 2 1

5 4 3 2 1

D  
C  
B  
A

A

## APPENDIX D

## Account 0167455

Location	Owner	Value		
<b>Account Number</b> 0167455	<b>Name</b> SILVER REEF PROPERTIES L C	<b>Market</b> (2014)	\$16,800	
<b>Parcel Number</b> 4028-A-1-C-LS	<b>Additional Names</b> C/O: SANTPACIFIC	<b>Taxable</b>	\$16,800	
<b>Tax District</b> 37 - Leeds Area Special Service	<b>PO BOX</b> 1775	<b>Tax Area:</b> 37	<b>Tax Rate:</b> 0.011315	
<b>Situs</b> , LEEDS	<b>SAINT GEORGE, UT</b> 84771-1775	<b>Type</b>	<b>Actual</b>	<b>Assessed</b>
<b>Acres</b> 5.59		Non		
<b>Legal S:</b> 1 T: 41S R: 14W LOTS 1,2,5 & 6 SEC 1 T41S R14W. LESS: 46.27 AC M/L PREV DEEDED. LESS: 2.96 AC TOGREEN. LESS: 1.22 AC TO FREEMAN. LESS: BEG S 89*42' W ALG SEC/L 681.90 FT FM NECOR SEC 1 T41S R14W BEING ON W LN SILVER REEF ESTATES TH ALG W BDRY S 65.20 FT TO PT ON 210 RAD CUR RGT WITH CTRL ANG 46*30; TH ALG ARC SD CUR 170.40 FT; TH S 46*30' W 420 FT; TH S 86*30' W 140 FT; TH S 41* W 287.50 FT; TH S 32* W 150 FT; TH S 51* W 115 FT; TH N 89*42' E 225 FT; TH S 250 FT; TH N 89*42' E 212.10 FT; THS 36*30' W 1822.67 FT TO PT ON S LN NE1/4; TH S 89*42' W ALG S LN NE1/4 439.97 FT TO SW COR NE1/4; TH N ALG W LN NE1/4 2636.70 FT TO N1/4 COR SEC 1; TH N 89*42'E ALG N SEC/L 656.92 FT TO WITNESS N1/4COR SEC 1; TH N 89*42' E ALG N SEC/L 1297.44 FT TO POB. LESS: BEG PT S88*58'26W1348.04 FT ALG N SEC/L & S0E 1752.20 FTFM NE SEC COR SEC 1 T41S R14W; TH S54*13'36E 40 FT; TH S35*46'24W 537.50 FT; THN54*13'36W 40 FT; TH N35*46'24E 537.50 FT TO POB LESS: BEGINNING AT A POINT NORTH 00*43'26" WEST, 871.82 AND NORTH 90*00'00" WEST, 800.88 FEET FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 41 SOUTH, RANGE 14 WEST, SAID POINT BEING ON THE SOUTH BOUNDARY OF SILVER REEF PHASE 5; THENCE SOUTH 34*14'23" WEST, 261.64 FEET; THENCE SOUTH 35*46'24" WEST, 437.00 FEET; THENCE SOUTH 58*13'36" EAST, 94.50 FEET; THENCE SOUTH 28* 31'24" WEST, 1431.00 FEET; THENCE NORTH 58*19'11 " WEST, 103.64 FEET; THENCE SOUTH 18*25'37" WEST, 1424.69 FEET; THENCE NORTH 57*22'23" WEST, 16.20 FEET; THENCE SOUTH 27*11'37" WEST, 1400.70 FEET; THENCE SOUTH 65*07'23" EAST, 197.65 FEET; THENCE SOUTH 20*52'37" WEST, 1490.00 FEET; THENCE SOUTH 24*52'37" WEST, 718.67 FEET; THENCE NORTH 30*50'17" EAST, 650.65 FEET; THENCE SOUTH 52*09'43" EAST, 566.00 FEET; THENCE SOUTH 30*42'17" WEST, 1497.00 FEET; THENCE NORTH 52*09'43" WEST, 569.51 FEET; THENCE NORTH 30*50'17" EAST, 248.35 FEET; THENCE NORTH 65*07'23"	Primary	\$16,800	\$16,800	5.590
		Land		

WEST, 537.94 FEET; THENCE NORTH 24\*52'37" EAST, 1313.00 FEET; THENCE NORTH 20\*52'37" EAST, 1444.45 FEET; THENCE NORTH 57\*22'23" WEST, 203.90 FEET; THENCE NORTH 27\*11'37" EAST, 1500.00 FEET; THENCE NORTH 18\*25'37" EAST, 1500.00 FEET; THENCE SOUTH 57\*22'23" EAST, 145.67 FEET; THENCE NORTH 30\*31'24" EAST, 433.37 FEET; THENCE NORTH 48\*23'36" WEST, 234.97 FEET; THENCE NORTH 35\*46'24" EAST, 61.69 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 1, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY OF THE 5.67 ACRE ADDITION TO THE PROPERTY OWNED BY CROCKER VENTURES, LTD AS RECORDED AT THE WASHINGTON COUNTY RECORDER'S OFFICE WITH ENTRY NUMBER 861849; THENCE ALONG SAID SOUTHEAST BOUNDARY WITH THE FOLLOWING TWO (2) COURSES: NORTH 88\*58'25" EAST, 168.60 FEET; THENCE NORTH 35\*46'24" EAST, 575.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE 0.49 ACRE ADDITION TO THE PROPERTY OWNED BY CROCKER VENTURES LTD; THENCE ALONG SAID EAST BOUNDARY WITH THE FOLLOWING THREE (3) COURSES: SOUTH 54\*13'36" EAST, 40.00 FEET; THENCE NORTH 35\*46'24" EAST, 537.50 FEET; THENCE NORTH 54\*13'36" WEST, 40.00 FEET TO A POINT ON THE EAST BOUNDARY OF SAID 5.67 ACRE ADDITION TO THE PROPERTY OWNED BY CROCKER VENTURES, LTD; THENCE NORTH 35\*46'24" EAST, 717.75 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE PROPERTY OWNED BY JO PUNTIL-SHELTMAN; THENCE ALONG SAID SOUTH BOUNDARY WITH THE FOLLOWING TWO (2) COURSES: NORTH 88\*58'24" EAST, 119.30 FEET; THENCE NORTH 00\*43'36" WEST, 250.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SILVER REEF ESTATES AS RECORDED AT THE WASHINGTON COUNTY RECORDER'S OFFICE WITH ENTRY NUMBER 132911; THENCE ALONG SAID SOUTH BOUNDARY WITH THE FOLLOWING FOUR (4) COURSES: NORTH 88\*58'24" EAST, 135.00 FEET; THENCE SOUTH 21\*23'06" EAST, 177.30 FEET; THENCE SOUTH 20\*22'27" WEST, 705.47 FEET; THENCE NORTH 88\*58'24" EAST, 79.52 FEET TO THE POINT OF BEGINNING.

**Child Accounts** 0389398

0527187  
0760754

0814341  
0814358

**Child Parcels** 4028-A-1-E  
 4028-A-1-F  
 4028-B-LS  
 4028-C-LS  
 4028-E-LS

**Parent Accounts**

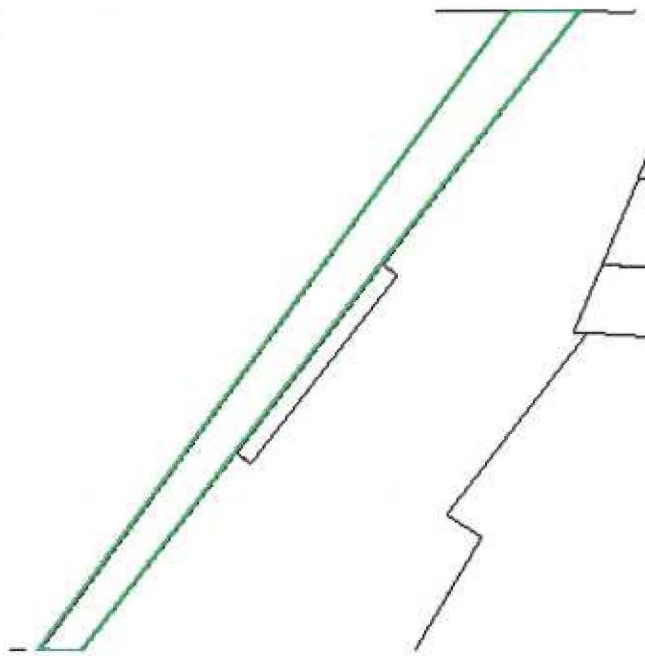
**Parent Parcels**

Transfers

Entry Number	Recording Date	
<a href="#">00990038</a>	<a href="#">12/07/2005 01:28:00 PM</a>	<a href="#">B: 1822 P: 1308</a>
<a href="#">00832294</a>	<a href="#">07/30/2003 08:37:00 AM</a>	<a href="#">B: 1568 P: 435</a>
<a href="#">00791375</a>	<a href="#">11/25/2002 09:00:00 AM</a>	<a href="#">B: 1503 P: 1684</a>
<a href="#">00323448</a>	<a href="#">11/09/1987 04:59:00 AM</a>	<a href="#">B: 469 P: 282</a>

"Tax"

Tax Year	Taxes	Images
2014	\$190.09	• <a href="#">GIS</a>
2013	\$167.40	



## Account 0814341

<u>Location</u>	<u>Owner</u>	<u>Value</u>			
<b>Account Number</b> 0814341	<b>Name</b> SILVER REEF PROPERTIES LLC	<b>Market (2014)</b>	\$71,800		
<b>Parcel Number</b> 4028-C-LS	<b>Additional Names</b> Attention: JERRY GLAZIER	<b>Taxable</b>	\$71,800		
<b>Tax District</b> 37 - Leeds Area Special Service		<b>Tax Area: 37</b>	<b>Tax Rate: 0.011315</b>		
<b>Situs</b> ,	155 W 100 S	<b>Type</b>	<b>Actual</b>	<b>Assessed Acres</b>	
<b>Acres</b> 6.51	HURRICANE, UT 84737	Non			
<b>Legal S:</b> 1 T: 41S R: 14W LOTS 1,2,5 & 6 SEC 1 T41S R14W. LESS: 46.27 AC M/L PREV DEEDED. LESS: 2.96 AC TOGREEN. LESS: 1.22 AC TO FREEMAN. LESS: BEG S 89*42' W ALG SEC/L 681.90 FT FM NECOR SEC 1 T41S R14W BEING ON W LN SILVER REEF ESTATES TH ALG W BDRY S 65.20 FT TO PT ON 210 RAD CUR RGT WITH CTRL ANG 46*30; TH ALG ARC SD CUR 170.40 FT; TH S 46*30' W 420 FT; TH S 86*30' W 140 FT; TH S 41* W 287.50 FT; TH S 32* W 150 FT; TH S 51* W 115 FT; TH N 89*42' E 225 FT; TH S 250 FT; TH N 89*42' E 212.10 FT; THS 36*30' W 1822.67 FT TO PT ON S LN NE1/4; TH S 89*42' W ALG S LN NE1/4 439.97 FT TO SW COR NE1/4; TH N ALG W LN NE1/4 2636.70 FT TO N1/4 COR SEC 1; TH N 89*42'E ALG N SEC/L 656.92 FT TO WITNESS N1/4COR SEC 1; TH N 89*42' E ALG N SEC/L 1297.44 FT TO POB. LESS: BEG PT S88*58'26W1348.04 FT ALG N SEC/L & S0E 1752.20 FTM NE SEC COR SEC 1 T41S R14W; TH S54*13'36E 40 FT; TH S35*46'24W 537.50 FT; THN54*13'36W 40 FT; TH N35*46'24E 537.50 FT TO POB LESS: BEGINNING AT A POINT WHICH IS SOUTH 88*58'26" WEST, 1348.04 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00*00'00" EAST, 1752.20 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 1, TOWNSHIP 41 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY BOUNDARY OF THE 5.67 ACRE ADDITION TO THE CROCKER VENTURES PROPERTY; THENCE SOUTH 54*13'36" EAST, 40.00 FEET; THENCE SOUTH 35*46'24" WEST, 537.50 FEET; THENCE NORTH 54*13'36" WEST, 40.00 FEET TO THE EAST BOUNDARY OF SAID CROCKER VENTURES 5.67 ACRE ADDITION; THENCE ALONG SAID EAST BOUNDARY NORTH 35*46'24" EAST, 537.50 FEET TO THE POINT OF BEGINNING. LESS: BEGINNING AT A POINT NORTH 00*43'26" WEST, 871.82 AND NORTH 90*00'00" WEST, 800.88 FEET FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 41 SOUTH, RANGE 14 WEST, SAID POINT BEING ON THE SOUTH BOUNDARY OF	Primary	\$71,800	\$71,800	6.510	
		Land			

SILVER REEF PHASE 5; THENCE SOUTH 34\*14'23" WEST, 261.64 FEET; THENCE SOUTH 35\*46'24" WEST, 437.00 FEET; THENCE SOUTH 58\*13'36" EAST, 94.50 FEET; THENCE SOUTH 28\* 31'24" WEST, 1431.00 FEET; THENCE NORTH 58\*19'11 " WEST, 103.64 FEET; THENCE SOUTH 18\*25'37" WEST, 1424.69 FEET; THENCE NORTH 57\*22'23" WEST, 16.20 FEET; THENCE SOUTH 27\*11'37" WEST, 1400.70 FEET; THENCE SOUTH 65\*07'23" EAST, 197.65 FEET; THENCE SOUTH 20\*52'37" WEST, 1490.00 FEET; THENCE SOUTH 24\*52'37" WEST, 718.67 FEET; THENCE NORTH 30\*50'17" EAST, 650.65 FEET; THENCE SOUTH 52\*09'43" EAST, 566.00 FEET; THENCE SOUTH 30\*42'17" WEST, 1497.00 FEET; THENCE NORTH 52\*09'43" WEST, 569.51 FEET; THENCE NORTH 30\*50'17" EAST, 248.35 FEET; THENCE NORTH 65\*07'23" WEST, 537.94 FEET; THENCE NORTH 24\*52'37" EAST, 1313.00 FEET; THENCE NORTH 20\*52'37" EAST, 1444.45 FEET; THENCE NORTH 57\*22'23" WEST, 203.90 FEET; THENCE NORTH 27\*11'37" EAST, 1500.00 FEET; THENCE NORTH 18\*25'37" EAST, 1500.00 FEET; THENCE SOUTH 57\*22'23" EAST, 145.67 FEET; THENCE NORTH 30\*31'24" EAST, 433.37 FEET; THENCE NORTH 48\*23'36" WEST, 234.97 FEET; THENCE NORTH 35\*46'24" EAST, 61.69 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 1, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY OF THE 5.67 ACRE ADDITION TO THE PROPERTY OWNED BY CROCKER VENTURES, LTD AS RECORDED AT THE WASHINGTON COUNTY RECORDER'S OFFICE WITH ENTRY NUMBER 861849; THENCE ALONG SAID SOUTHEAST BOUNDARY WITH THE FOLLOWING TWO (2) COURSES: NORTH 88\*58'25" EAST, 168.60 FEET; THENCE NORTH 35\*46'24" EAST, 575.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE 0.49 ACRE ADDITION TO THE PROPERTY OWNED BY CROCKER VENTURES LTD; THENCE ALONG SAID EAST BOUNDARY WITH THE FOLLOWING THREE (3) COURSES: SOUTH 54\*13'36" EAST, 40.00 FEET; THENCE NORTH 35\*46'24" EAST, 537.50 FEET; THENCE NORTH 54\*13'36" WEST, 40.00 FEET TO A POINT ON THE EAST BOUNDARY OF SAID 5.67 ACRE ADDITION TO THE PROPERTY OWNED BY CROCKER VENTURES, LTD; THENCE NORTH 35\*46'24" EAST, 717.75 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE PROPERTY OWNED BY JO PUNTIL-SHELTMAN; THENCE ALONG SAID SOUTH BOUNDARY WITH THE FOLLOWING TWO (2) COURSES: NORTH 88\*58'24" EAST, 119.30 FEET; THENCE NORTH 00\*43'36" WEST, 250.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF

SILVER REEF ESTATES AS RECORDED  
 AT THE WASHINGTON COUNTY  
 RECORDER'S OFFICE WITH ENTRY  
 NUMBER 132911; THENCE ALONG SAID  
 SOUTH BOUNDARY WITH THE  
 FOLLOWING FOUR (4) COURSES:  
 NORTH 88\*58'24" EAST, 135.00 FEET;  
 THENCE SOUTH 21\*23'06" EAST, 177.30  
 FEET; THENCE SOUTH 20\*22'27" WEST,  
 705.47 FEET; THENCE NORTH 88\*58'24"  
 EAST, 79.52 FEET TO THE POINT OF  
 BEGINNING. CROCKER CAPITAL L C  
 60%, G RICHARD SANT TR 40%

**Child Accounts**

**Child Parcels**

**Parent Accounts** 0167455

**Parent Parcels** 4028-A-1-C-LS

Transfers

**Entry Number**

[20060052957](#)

[00990038](#)

**Recording Date**

[11/15/2006 02:17:11 PM](#)

[12/07/2005 01:28:00 PM](#)

[B: 1822 P: 1308](#)

"Tax"

**Tax Year**

**Taxes**

2014

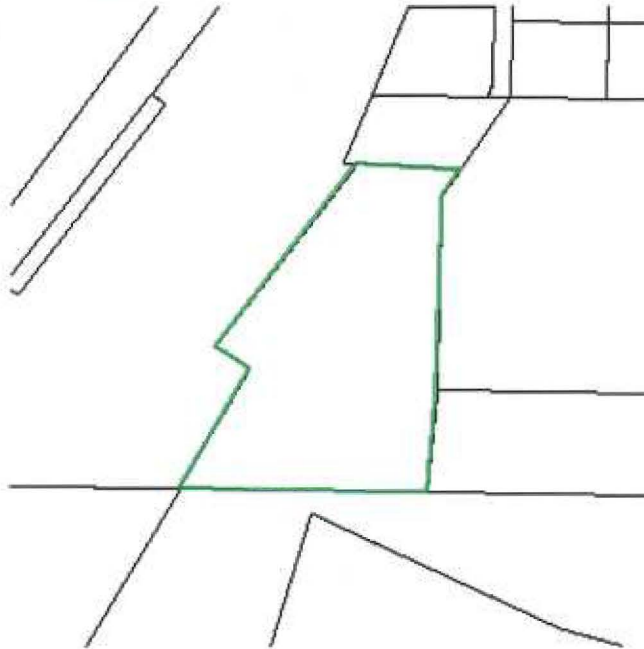
\$812.42

2013

\$858.51

**Images**

- [GIS](#)





## Account 0814358

**Location**

**Account Number** 0814358  
**Parcel Number** 4028-E-LS  
**Tax District** 37 - Leeds Area Special Service  
**Situs** ,  
**Acres** 17.73

**Owner**

**Name** SILVER REEF PROPERTIES LLC  
**Additional Names** Attention: JERRY GLAZIER  
 155 W 100 S  
 HURRICANE, UT 84737

**Value**

**Market** (2014) \$70,900  
**Taxable** \$70,900  
**Tax Area:** 37 **Tax Rate:** 0.011315  
**Type** **Actual** **Assessed** **Acres**  
 Non  
 Primary \$70,900 \$70,900 17.730  
 Land

**Legal S:** 1 T: 41S R: 14W BEGINNING AT A POINT NORTH 00°43'26" WEST, 871.82 AND NORTH 90°00'00" WEST, 800.88 FEET FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 41 SOUTH, RANGE 14 WEST, SAID POINT BEING ON THE SOUTH BOUNDARY OF SILVER REEF PHASE 5; THENCE SOUTH 34°14'23" WEST, 261.64 FEET; THENCE SOUTH 35°46'24" WEST, 437.00 FEET; THENCE SOUTH 58°13'36" EAST, 94.50 FEET; THENCE SOUTH 28° 31'24" WEST, 1431.00 FEET; THENCE NORTH 58°19'11 " WEST, 103.64 FEET; THENCE SOUTH 18°25'37" WEST, 1424.69 FEET; THENCE NORTH 57°22'23" WEST, 16.20 FEET; THENCE SOUTH 27°11'37" WEST, 1400.70 FEET; THENCE SOUTH 65°07'23" EAST, 197.65 FEET; THENCE SOUTH 20°52'37" WEST, 1490.00 FEET; THENCE SOUTH 24°52'37" WEST, 718.67 FEET; THENCE NORTH 30°50'17" EAST, 650.65 FEET; THENCE SOUTH 52°09'43" EAST, 566.00 FEET; THENCE SOUTH 30°42'17" WEST, 1497.00 FEET; THENCE NORTH 52°09'43" WEST, 569.51 FEET; THENCE NORTH 30°50'17" EAST, 248.35 FEET; THENCE NORTH 65°07'23" WEST, 537.94 FEET; THENCE NORTH 24°52'37" EAST, 1313.00 FEET; THENCE NORTH 20°52'37" EAST, 1444.45 FEET; THENCE NORTH 57°22'23" WEST, 203.90 FEET; THENCE NORTH 27°11'37" EAST, 1500.00 FEET; THENCE NORTH 18°25'37" EAST, 1500.00 FEET; THENCE SOUTH 57°22'23" EAST, 145.67 FEET; THENCE NORTH 30°31'24" EAST, 433.37 FEET; THENCE NORTH 48°23'36" WEST, 234.97 FEET; THENCE NORTH 35°46'24" EAST, 61.69 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 1, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY OF THE 5.67 ACRE ADDITION TO THE PROPERTY OWNED BY CROCKER VENTURES, LTD AS RECORDED AT THE WASHINGTON COUNTY RECORDER'S OFFICE WITH ENTRY NUMBER 861849; THENCE ALONG SAID SOUTHEAST BOUNDARY WITH THE FOLLOWING TWO (2) COURSES: NORTH 88°58'25" EAST, 168.60 FEET; THENCE NORTH 35°46'24" EAST, 575.00 FEET TO A POINT ON THE SOUTH

BOUNDARY OF THE 0.49 ACRE  
 ADDITION TO THE PROPERTY OWNED  
 BY  
 CROCKER VENTURES LTD; THENCE  
 ALONG SAID EAST BOUNDARY WITH  
 THE FOLLOWING THREE (3) COURSES:  
 SOUTH 54\*13'36" EAST, 40.00 FEET;  
 THENCE NORTH 35\*46'24" EAST, 537.50  
 FEET; THENCE NORTH 54\*13'36" WEST,  
 40.00 FEET TO A POINT ON THE EAST  
 BOUNDARY OF SAID 5.67 ACRE  
 ADDITION TO THE PROPERTY OWNED  
 BY CROCKER VENTURES, LTD; THENCE  
 NORTH 35\*46'24" EAST, 717.75 FEET TO  
 A POINT ON THE SOUTH BOUNDARY  
 OF THE PROPERTY OWNED BY JO  
 PUNTIL-SHELTMAN; THENCE ALONG  
 SAID SOUTH BOUNDARY WITH THE  
 FOLLOWING TWO (2) COURSES: NORTH  
 88\*58'24" EAST, 119.30 FEET; THENCE  
 NORTH 00\*43'36" WEST, 250.00 FEET TO  
 A POINT ON THE SOUTH BOUNDARY  
 OF SILVER REEF ESTATES AS  
 RECORDED AT THE WASHINGTON  
 COUNTY RECORDER'S OFFICE WITH  
 ENTRY NUMBER 132911; THENCE  
 ALONG SAID SOUTH BOUNDARY WITH  
 THE FOLLOWING FOUR (4) COURSES:  
 NORTH 88\*58'24" EAST, 135.00 FEET;  
 THENCE SOUTH 21\*23'06" EAST, 177.30  
 FEET; THENCE SOUTH 20\*22'27" WEST,  
 705.47 FEET; THENCE NORTH 88\*58'24"  
 EAST, 79.52 FEET TO THE POINT OF  
 BEGINNING. LESS: LAN OUTSIDE NE1/4  
 NE 1/4 CROCKER CAPITAL L C 60%, G  
 RICHARD SANT TR 40%

**Child Accounts**

**Child Parcels**

**Parent Accounts** 0167455

**Parent Parcels** 4028-A-1-C-LS

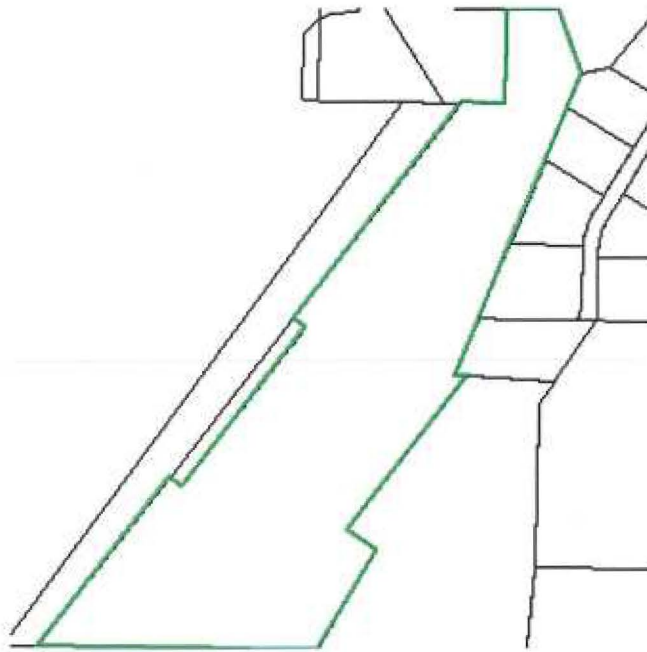
Transfers

Entry Number	Recording Date	
<a href="#">20060052957</a>	<a href="#">11/15/2006 02:17:11 PM</a>	
<a href="#">00990371</a>	<a href="#">12/08/2005 12:02:00 PM</a>	<a href="#">B: 1822 P: 2624</a>
<a href="#">00990370</a>	<a href="#">12/08/2005 12:02:00 PM</a>	<a href="#">B: 1822 P: 2623</a>
<a href="#">00990038</a>	<a href="#">12/07/2005 01:28:00 PM</a>	<a href="#">B: 1822 P: 1308</a>

"Tax"

**Images**

Tax Year	Taxes	
2014	\$802.23	• <a href="#">GIS</a>
2013	\$847.75	



## Account 0881066

<u>Location</u>	<u>Owner</u>	<u>Value</u>
<b>Account Number</b> 0881066 <b>Parcel Number</b> 4031-LS <b>Tax District</b> 37 - Leeds Area Special Service <b>Situs</b> , <b>Acres</b> 170.73 <b>Legal S:</b> 1 <b>T:</b> 41S <b>R:</b> 14W <b>S:</b> 12 <b>T:</b> 41S <b>R:</b> 14W KINNER, BUCKEYE LEAD, COSO CALIFORNIA, JUMBO, MAGGIE LODE, MCNALLY, PRIDE OF THE WEST, SAVAGE, STORMONT, STORMY KING, THOMPSON, WONDER, AND A PORTION OF BARBEE MINING CLAIMS	<b>Name</b> SILVER REEF PROPERTIES LLC <b>Additional Names</b> Attention: JERRY GLAZIER 155 W 100 S HURRICANE, UT 84737	<b>Market (2014)</b> \$256,100 <b>Taxable</b> \$256,100 <b>Tax Area:</b> 37 <b>Tax Rate:</b> 0.011315 <b>Type Actual Assessed Acres</b> Ag Land \$256,100 \$256,100 170.730
<b>Child Accounts</b> <b>Child Parcels</b> <b>Parent Accounts</b> 9001929 <b>Parent Parcels</b> ZZZ-193		

### Transfers

<u>Entry Number</u>	<u>Recording Date</u>	
<a href="#">20060052957</a>	<a href="#">11/15/2006 02:17:11 PM</a>	
<a href="#">00990371</a>	<a href="#">12/08/2005 12:02:00 PM</a>	<a href="#">B: 1822 P: 2624</a>
<a href="#">00990370</a>	<a href="#">12/08/2005 12:02:00 PM</a>	<a href="#">B: 1822 P: 2623</a>
<a href="#">00990038</a>	<a href="#">12/07/2005 01:28:00 PM</a>	<a href="#">B: 1822 P: 1308</a>
<a href="#">00962777</a>	<a href="#">08/08/2005 01:29:00 PM</a>	<a href="#">B: 1775 P: 1114</a>
<a href="#">00838059</a>	<a href="#">08/29/2003 01:33:00 PM</a>	<a href="#">B: 1578 P: 108</a>

### "Tax"

<u>Tax Year</u>	<u>Taxes</u>
2014	\$2,897.77
2013	\$2,551.62

### Images

• [GIS](#)

