Memorandum of Understanding

For

Black Desert Resort

Regarding

Fugitive Dust Control

Whereas,

- Black Desert Resort (BDR) is in the process of a multi-year development an 80-acre development in Ivins City.
- The development is located on fine blow sands that are prone to cause problematic fugitive dust problems if not carefully controlled.
- BDR is required by local, state and federal laws to minimize fugitive dust nuisance in the City and has already taken several important steps to mitigate -dust emissions such as stabilizing construction routes with gravel, building fencing that provides wind breaks, watering down exposed soils with water trucks, has committed to install a stand pipe tank to increase the speed at which water trucks can fill up with water and has implemented an onsite vehicle speed limit protocol, all intended to help minimize dust disturbance.
- Recent severe wind events have spurred the need to step up the monitoring the amount of fugitive dust generated by the construction activities of the development.

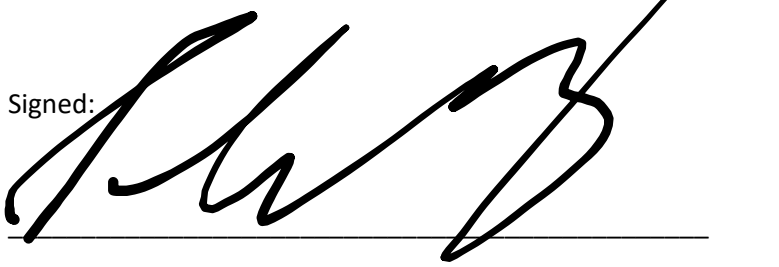
Therefore, the parties understand that the following expectations are in place:

1. BDR will continue to abide by all local, state, and federal laws requiring the minimization ~~control~~ of fugitive dust by stabilizing disturbed soils immediately after completion of any disturbance activity and other actions that it has already established and has taken.
2. BDR will continue to always be concerned with the amount of fugitive dust being generated by the site and to keep such dust levels below the 20-percent opacity on site (as established by State laws see Utah Administrative Rules R307-205).
3. BDR will watch weather forecasts and when winds are predicted to exceed sustained levels above 15 miles per hour, BDR will increase pre-watering of site in anticipation of the wind event.
4. BDR understands that during a significant wind event, that the site, if not stabilized with construction watering, may unreasonably cause a nuisance of fugitive dust and that earth disturbing activities must be shut down (except for dust control activities such as running water trucks across the site.).

In addition to these expectations, the parties agree to following additional monitoring and actions:

5. The following wind speeds, as determined by the weather station provided by BDR on site, shall trigger the following actions:
    a. When sustained wind speeds exceed 10 miles per hour and are forecast to continue at these levels for more than 30 minutes.
        i. BDR agrees to proceed cautiously on the project and work together with Ivins City inspector to review the types of activities that can continue without unreasonably increasing the nuisance of fugitive dust in the City.

b. When sustained wind speeds exceed 15 miles per hour and are forecast to continue at these levels for more than 30 minutes.
    i. BDR agrees to pause and potentially shut down all earth disturbing operations until it can demonstrate to the Ivins City Inspector which earth disturbing activities that they can proceed without unreasonably increasing the nuisance of fugitive dust in the City.
    ii. BDR also agrees to run an adequate number of water trucks on site during this level of winds until the site is reasonably wetted, crusted and stabilized from generating fugitive dust.

Signed: 

Patrick Manning, Black Desert Resort

4/4/22

Date