

Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, Utah 84145-0898
ATTN: Robert Hyde, Esquire

96015327

6394338
06/27/96 4:35 PM 140.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: B GRAY ,DEPUTY - WI

EXHIBIT "C"
AMENDMENT AGREEMENT

This Exhibit "C" Amendment Agreement ("Amendment") is made and entered into this 20th day of June, 1996, by and between HERCULES INCORPORATED, a Delaware corporation ("Hercules") and ALLIANT TECHSYSTEMS, INC., a Delaware corporation ("Alliant").

RECITALS:

A. Hercules is the owner of certain real property located in Salt Lake County, Utah, and more particularly described on Exhibit A (the "Hercules Parcel").

B. Alliant is the owner of the five parcels of real property located in Salt Lake County, Utah, as more particularly described on Exhibit B (the "Easement Parcels"), shown therein as Parcels B-1, B-2, B-3, B-4, and B-5.

C. Hercules and Alliant are parties to that certain Drainage Easement Agreement (the "Drainage Easement"), that certain Declaration of Easements (the "Declaration"), and that certain Permanent Drainage Pipe Easement Agreement (the "Permanent Drainage Agreement"), all three documents (the "Prior Agreements") of which are dated March 15, 1995, and which by their terms were to be recorded but to date have not been recorded. Copies of the executed Prior Agreements are attached hereto as Exhibits "X," "Y," and "Z," respectively. The purpose of the Prior Agreements was to provide Hercules certain easements, primarily for drainage, across land owned by Alliant.

D. Exhibit "C" to each of the Prior Agreements was to be a description of the easements covered by each of the Prior Agreements, but at the time of execution each Exhibit "C" was not completed, but rather Hercules and Alliant agreed therein to complete each Exhibit "C" at a later date.

E. Hercules and Alliant have now agreed on the precise location of the easements that were to be covered by the Prior Agreements, which easements are depicted on a survey (the "Survey") prepared by Cornerstone, Inc. dated May 14, 1996 and revised May 24, 1996. By this Amendment, Hercules and Alliant are agreeing to the legal descriptions that will constitute Exhibit "C" to each of the Prior Agreements.

6394338

BK 7432 Pg 1782

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the benefits to be derived from the easements described below, Hercules and Alliant agree as follows:

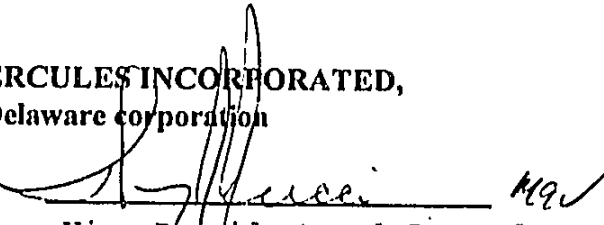
1. Parcels B-2, B-3, B-4, and B-4 of Exhibit "B" attached hereto constitute the Exhibit "C" legal descriptions to the Drainage Easement. All five parcels described in Exhibit "B" attached hereto constitute the Exhibit "C" legal descriptions for the Declaration. Parcel B-1 of Exhibit "B" attached hereto constitutes the legal description of Exhibit "C" to the Permanent Drainage Agreement.

2. This Amendment shall be recorded as a lien only on the Easement Parcels, being the burdened property. It shall not be recorded as a lien on the Hercules Property, being the benefitted property. Hercules and Alliant agree to record this Amendment, thereby putting on record the Prior Agreements and the easements created thereby, which Prior Agreements are now complete with the addition of the precise Exhibit "C" legal descriptions applicable to each.

3. As amended by this Amendment, the Prior Agreements shall remain in full force and effect as binding obligations between the parties thereto.

Executed the date and year first above written.

HERCULES INCORPORATED,
a Delaware corporation

By:  M.J. Mucci
Vice President and General Manager

Its: Composites Product Division

ALLIANT TECHSYSTEMS, INC.
a Delaware corporation

By: 

Its: VP & General Counsel

c:\MEV\EXHIBIT C.AMD

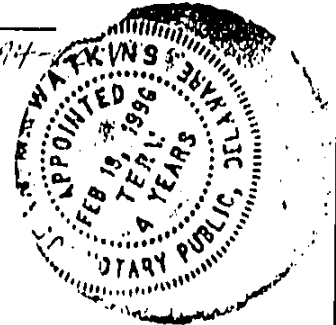
STATE OF DELAWARE :
: ss.
COUNTY OF NEW CASTLE :

The foregoing instrument was acknowledged before me this 20th day of June, 1996, by Harry J. Tucci, the Vice President and General Manager, Composites Products Division, of Hercules Incorporated, a Delaware corporation.

Jean M. Wolkert
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES FEB. 18, 2000

Residing at: Hercules Plaza
Wilmington, De 19894



STATE OF Minnesota :
: ss.
COUNTY OF Wenonah :

The foregoing instrument was acknowledged before me this 21st day of June, 1996, by Daryl L. Zimmerman, the V.P. and General Counsel of Alliant Techsystems, Inc., a Delaware corporation.

Mary Woods
Notary Public

My Commission Expires:
Jun. 31, 2000

Residing at: 600 Second St. NE
Hopkins, MN 55343



**EXHIBIT A
TO
EASEMENT AGREEMENT**

BACCHUS

PARCEL 1

A parcel of land located in the South Half of Section 10, and the Southeast Quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North $89^{\circ}49'28''$ West 2620.98 feet to the South Quarter Corner of said Section 10; thence North $89^{\circ}34'09''$ West 2625.41 feet to the Southeast Corner of Section 9; thence along the south line of said Section 9 North $89^{\circ}51'53''$ West 566.82 feet to the southerly extension of a chain-link fence; thence leaving said section line and following said chain-link fence North $00^{\circ}50'25''$ East 935.21 feet to a point of curvature of a 125.00 foot radius curve to the right; thence along the arc of said curve Northeasterly 198.83 feet through a central angle of $91^{\circ}08'06''$; thence South $88^{\circ}01'29''$ East 569.35 feet; thence South $88^{\circ}22'07''$ East 861.18 feet; thence along said chain-link fence and its easterly extension South $89^{\circ}15'07''$ East 774.37 feet; thence South $43^{\circ}42'19''$ East 562.32 feet to a chain-link fence; thence leaving said fence South $88^{\circ}41'43''$ East 135.30 feet; thence North $01^{\circ}18'17''$ East 629.00 feet; thence South $87^{\circ}26'01''$ East 454.11 feet to a chain-link fence; thence along said fence South $01^{\circ}18'17''$ West 310.00 feet; thence leaving said fence South $88^{\circ}41'43''$ East 95.40 feet; thence South $01^{\circ}18'17''$ West 48.35 feet; thence South $41^{\circ}26'2''$ East 43.13 feet; thence South $01^{\circ}18'17''$ West 81.19 feet; thence South $44^{\circ}7'54''$ East 27.99 feet; thence South $89^{\circ}52'04''$ East 307.71 feet; thence North $45^{\circ}07'56''$ East 63.34 feet; thence North $89^{\circ}40'55''$ East 292.55 feet; thence North $00^{\circ}53'46''$ East 72.66 feet; thence South $88^{\circ}28'09''$ East 357.84 feet; thence South $28^{\circ}48'53''$ East 191.99 feet to a chain-link

fence; thence along said fence South $89^{\circ}32'04''$ East 1211.57 feet to the west line of 6400 West Street; thence leaving said fence South $00^{\circ}02'10''$ East 608.02 feet along said west line 33.00 feet west of and parallel with the east line of said section 10; thence South $89^{\circ}43'28''$ East 33.00 feet to said east line; thence along said east line South $00^{\circ}02'10''$ East 53.00 feet to the POINT OF BEGINNING. Containing 117.68 Acres.

LESS AND EXCEPTING the following described parcel:

(5400 A) That certain parcel conveyed to Salt Lake County, a body politic and corporate, by Warranty Deed recorded January 22, 1980, as Entry No. 3391393, in Book 5031, at Page 429, and by Warranty Deed recorded May 1, 1980, as Entry No. 3429335, in Book 5095 at Page 857 and being further described as follows:

Beginning at a point on the North side of 5400 South Street said point being South $89^{\circ}42'42''$ East 259.00 Feet along the section line and North $00^{\circ}17'18''$ East 33.00 feet from the South Quarter Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North $00^{\circ}17'18''$ East 9.00 feet; thence South $89^{\circ}42'42''$ East 662.39 feet; thence South $00^{\circ}09'15''$ East 9.00 feet; thence North $89^{\circ}42'42''$ West 662.46 feet to the POINT OF BEGINNING. Containing 0.14 Acres.

ALSO LESS AND EXCEPTING:

(5400 B) That certain parcel conveyed to Salt Lake County, a body politic and corporate, by Warranty Deed recorded January 26, 1982, as Entry No. 3642998 in Book 5335, at Page 336, and being further described as follows:

A 9.00 feet wide strip of land parallel with the center line of 5400 South Street, said point being South $89^{\circ}42'42''$ East 259.00 feet and North $00^{\circ}17'18''$ East 33.00 feet from the South Quarter Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North $89^{\circ}42'42''$ West 259.01 feet; thence North $89^{\circ}46'57''$ West 1485.63 feet; thence North $00^{\circ}13'03''$ East 9.00 feet; thence South $89^{\circ}46'57''$ East 1485.60 feet; thence South $89^{\circ}42'42''$ East 259.05 feet; thence South $00^{\circ}17'18''$ West 9.00 feet; to the point of beginning. Containing 0.36 Acres.

SUBJECT TO a lease agreement affecting the following parcels:

(LEASE PARCEL #1) A parcel of land located in the Southeast Quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at the Southeast Corner of Building 2343 of the Hercules Plant Site said corner being North 89°49'28" West 1949.58 feet along the section line and North 256.08 feet from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South 60°31'18" West 32.50 feet; thence North 88°30'59" West 149.72 feet; thence South 89°55'19" West 61.79 feet; thence South 49°39'42" West 24.83 feet; thence North 89°02'40" West 146.14 feet; thence North 43°19'20" West 20.00 feet; thence North 01°26'00" East 196.74 feet; thence North 01°36'59" West 73.36 feet; thence North 01°18'17" East 139.20 feet; thence North 45°43'06" East 26.70 feet; thence South 89°52'04" East 308.38 feet; thence South 71°16'44" East 50.00 feet; thence South 53°00'49" East 50.00 feet; thence South 42°49'01" East 132.67 feet; thence South 47°10'59" West 119.82 feet; thence South 01°21'04" West 85.50 feet; thence South 88°38'56" East 10.00 feet; thence South 01°21'04" West 20.00 feet; thence North 88°38'56" West 10.00 feet; thence South 01°21'04" West 85.50 feet to the POINT OF BEGINNING. Containing 4.31 Acres.

(LEASE PARCEL #2) A parcel of land located in the Southeast Quarter of Section 10, Township 2 South, Range 2 west, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING North 89°49'28" West 1321.88 feet along the section line from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along said section line North 89°49'28" West 60.51 feet; thence leaving said section line and following a chain link fence and its southerly extension North 00°31'16" West 261.94 feet; thence South 89°13'32" West 241.52 feet; thence North 01°02'19" East 75.60 feet; thence North 88°57'41" West 56.35 feet; thence

North 01°02'19" East 70.60 feet; thence South 88°57'41" East 148.30 feet; thence South 01°02'19" West 19.30 feet; thence South 88°57'41" East 236.06 feet; thence leaving said fence South 00°31'16" East 153.50 feet; thence South 89°08'44" West 30.00 feet; thence South 00°31'16" East 225.88 feet to the POINT OF BEGINNING. Containing 1.44 Acres.

PARCEL 1A

A tract of land located in the Northeast Quarter of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows: BEGINNING at the Northeast Corner of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, a Salt Lake County brass cap monument and running thence North 89°31'53" West 568.82 feet along the north line of said Section 16 as re-established by Salt Lake County in 1982; thence South 00°30'25" West 15.30 feet to the historic location of the north line of said Section 16, said north line connecting said Northeast Corner and the historic location of the Northwest Corner of said Section 16 as noted in two quit-claim deeds recorded in Book 6081 at Page 1433 and Book 6075 at Page 2679 of the Salt Lake County records; thence North 88°34'11" East 567.23 feet along said historic north line to the POINT OF BEGINNING. Containing 0.10 Acres.

**EXHIBIT B
TO
EASEMENT AGREEMENT**

Parcel B-1 (Shown as Permanent Easement No. 1 on the Survey):

Real property located in the South Half of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at a Salt Lake County monument located North 00°02'10" West 661.05 feet along the section line from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along the east line of said section North 00°02'10" West 292.12 feet; thence South 80°56'45" East 33.42 feet to a point 33.00 feet east of said east line; thence North 00°02'10" West 413.72 feet along a line 33.00 feet east of and parallel with said east line to a point on the north line of the Alliant Techsystems, Inc. property described on Tract 950006-1 recorded March 15, 1995 in Book 7116 at Page 1990 as Entry Number 6040688 of the Salt Lake County records, said point being South 89°42'39" East 33.00 feet from the northwest corner thereof; thence North 89°42'39" West 33.00 feet to a point on said east line; thence along said east line South 00°02'10" East 332.68 feet; thence North 80°56'45" West 601.18 feet; thence North 80°54'50" West 705.78 feet; thence North 86°42'27" West 1762.54 feet, thence South 89°11'18" West 268.20 feet; thence South 40°32'49" West 332.18 feet to the south line of the Alliant Techsystems, Inc. property described as Tract 950006-R recorded March 15, 1995 in Book 7116 at Page 1990 as Entry Number 6040688 of said records; thence along said south line South 89°15'07" East 71.41 feet; thence South 43°42'19" East 20.23 feet; thence leaving said south line North 40°32'49" East 254.59 feet; thence North 89°11'18" East 232.93 feet; thence South 88°42'27" East 124.86 feet to said south line; thence along said south line North 01°28'17" East 39.95 feet; thence South 87°26'01" East 454.11 feet; thence South 01°18'17" West 29.85 feet; thence leaving said south line South 88°42'27" East 43.11 feet; thence South 280.23 feet to said south line; thence along said south line South 88°41'43" East 45.91 feet; then South 01°18'17" West 48.35 feet; thence South 41°26'24" East 11.19 feet; thence leaving said south line North 26°48'12" East 50.55 feet; thence

North 291.19 feet; thence South 88°42'27" East 295.08 feet; thence South 291.27 feet; thence South 45°20'39" East 168.74 feet to said south line; thence along said south line North 89°40'55" East 106.11 feet; thence leaving said south line North 45°20'39" West 212.47 feet; thence North 258.24 feet; thence South 88°42'27" East 688.97 feet; thence South 80°54'50" East 700.69 feet; thence South 80°56'45" East 537.25 feet to a point 75.00 feet west of the east line of said section; thence South 00°02'10" East 303.90 feet along a line 75.00 feet east of and parallel with said east line to a point on said south line; thence along said south line South 89°52'04" East 75.00 feet to the POINT OF BEGINNING.

Parcel B-2 (Shown as Temporary Easement No. 2 on the Survey):

Real property located in the East Half of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at a point North 89°49'28" West 2475.15 feet along the section line and North 1171.88 feet from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said point being South 01°18'17" West 37.26 feet from a property corner on the south line of the Alliant Techsystems, Inc. property described as Tract 950006-R, Parcel 3; Main Plant recorded March 15, 1995 in Book 7116 at Page 1990 as Entry Number 6040688 of the Salt Lake County records, said corner being near the northeast corner of Bacchus Lake, said point also being the centerline of an existing ditch from which the right of way line lies 20.00 feet left and 20.00 feet right and running thence South 89°38'48" East 128.31 feet; thence North 46°46'05" East 451.84 feet to point "A"; thence North 47°05'38" East 336.47 feet; thence North 39°56'57" East 264.75 feet; thence North 14°44'45" East 90.12 feet; thence North 06°10'16" East 166.54 feet; thence North 76°30'44" East 44.09 feet; thence South 88°58'23" East 388.60 feet; thence North 01°59'15" West 46.41 feet; thence North 74°51'33" East 45.30 feet to a point from which the right of way line lies 20.00 feet left and 20.00 feet right; thence North 52°16'31" East 178.77 feet to a point from which the right of way line lies 40.00 feet left and 40.00 feet right; thence North 02°57'27" West 125.02 feet; thence North 17°56'40" East 53.45 feet; thence North 50°58'51" East 64.92 feet; thence North 39°29'30" East 220.69 feet to a point from which the right of way line lies 40.00 feet left and 40.00 feet right; thence North

59°32'05" East 171.43 feet to a point from which the right of way line lies 20.00 feet left and 20.00 feet right; thence North 72°03'24" East 138.05 feet; thence North 40°46'06" East 190.13 feet; thence South 85°01'02" East 68.39 feet; thence North 26°37'30" East 332.71 feet; thence North 04°02'54" West 190.66 feet; thence North 37°04'59" West 246.10 feet; thence North 46°43'37" West 124.67 feet; thence North 56°19'34" West 137.80 feet to a point from which the right of way line lies 20.00 feet left, 20.00 feet right and 475.00 feet right; thence North 68°22'46" West 267.37 feet to a point from which the right of way line lies 20.00 feet left, and 475.00 feet right, said point being the terminus of the herein described easement.

Parcel B-3 (Shown as Temporary Easement No. 3 on the Survey):

Real property located in the Southeast Quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at a point North 89°49'28" West 2058.79 feet along the section line and North 716.49 feet from the Southeast Corner at Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said point being North 89°52'04" West 24.97 feet from the property corner on the south line of the Alliant Techsystems, Inc. property described as Tract 950006-R, Parcel 3; Main Plant recorded March 15, 1995 in Book 7116 at Page 1990 as Entry Number 6040688 of the Salt Lake County records, said corner being north of building No. 2343, said point also being the centerline of an existing ditch from which a right of way line lies 20.00 feet left and 20.00 feet right and running thence North 50°18'28" East 90.69 feet; thence North 12°44'01" East 35.15 feet; thence North 37°06'59" West 46.44 feet; thence North 02°55'59" East 342.57 feet to a point from which the right of way line lies 20.00 feet left and 20.00 feet right; thence North 12°16'20" West 99.88 feet to a point from which the right of way line lies 20.00 feet left and 40.00 feet right; thence North 01°21'10" West 196.48 feet to point "A" of the previously described Easement No. 1 from which the right of way line lies 20.00 feet left and 55.00 feet right said point being the terminus of the herein described easement.

Parcel B-4 (Shown as Temporary Easement No. 4 on the Survey):

Real property located in the Southwest Quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah the centerline of which is described as follows:

BEGINNING at a point North 89°49'28" West 2620.98 feet along the section line, North 89°54'09" West 489.77 feet along the section line, and North 637.18 feet from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said point being North 43°42'19" West 48.08 feet from a property corner on the south line of the Alliant Techsystems, Inc. property described as Tract 950006-R, Parcel 3; Main Plant recorded March 15, 1995 in Book 7116 at Page 1990 as Entry Number 6040688 of the Salt Lake County records, said corner being near the southwest corner of Bacchus Lake and running thence North 69°42'00" East 137.35 feet; thence North 02°40'17" East 93.24 feet; thence North 39°48'39" East 63.29 feet to a point on said south line, said point being North 01°18'17" East 227.33 feet from a property corner, said point also being the terminus of the herein described easement.

Parcel B-5 (Shown as Temporary Easement No. 5 on the Survey):

Real property located in the Southeast Quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at a point on the south line of the Alliant Techsystems, Inc. property described as Tract 950006-R recorded March 15, 1995 in Book 7116 at Page 1990 on Entry Number 6040688 of Salt Lake County records, said point being North 00°02'10" West 661.05 feet along the section line and North 89°52'04" West 383.40 feet from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along said south line thence North 89°52'04" West 786.17 feet; thence North 28°48'53" West 28.57 feet, thence leaving said south line South 89°52'04" East 800.00 feet; thence South 00°07'56" West 25.00 feet to the POINT OF BEGINNING.

**EXHIBIT X
TO
EASEMENT AGREEMENT**

DRAINAGE EASEMENT AGREEMENT

This DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is entered into on this 12th day of March, 1995, by and between ALLIANT TECHSYSTEMS INC., a Delaware corporation (hereinafter "Grantor") and HERCULES INCORPORATED, a Delaware corporation (hereinafter "Hercules").

WITNESSETH:

WHEREAS, Grantor is the owner of all those certain tracts or parcels of land consisting of approximately Twenty-Five Hundred± (2500±) acres, together with the improvements erected thereon formerly known as the Hercules Bacchus Works site situated in Salt Lake County, Utah and more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "ATK Land"); and

WHEREAS, Hercules is the owner of four (4) tracts of land with the improvements erected thereon located in West Valley City, Salt Lake County, Utah and identified generally as tax parcel nos. 20-10-400-004-0000; 20-10-400-003-0000; 20-10-200-004-0000; and 20-10-100-002-0000 which have or will be resubdivided by Hercules into one (1) parcel in accordance with and pursuant to the provisions of the West Valley City Land Use and Development and Management Act, as more particularly bounded and described in Exhibit "B" attached hereto and made a part hereof (the "Hercules Land"); and

WHEREAS, Hercules requires a temporary drainage easement across a portion of the ATK Land for the purpose of continuing to discharge certain effluents generated by the industrial, manufacturing and/or commercial activities conducted on the Hercules Land into a designated ⁷ located on the ATK Land; and

WHEREAS, Grantor is willing to grant the aforementioned drainage easement to Hercules, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged from Hercules, and subject further to the conditions, covenants and agreements hereinafter provided to be kept and performed by the parties hereto, Grantor and Hercules hereby covenant and agree as follows:

1. **The Easement.** Grantor grants and conveys unto Hercules, its successors and assigns, a temporary and nonexclusive twenty-five foot (25') wide drainage easement for the purpose of providing drainage of certain effluents generated and discharged by the existing, and if agreed to by Grantor, any future industrial, manufacturing, or commercial activities conducted by Hercules on the Hercules Land (hereinafter the "Permitted Effluents") into a designated area located on the ATK Land (the "Drainage Easement"), together with the right to install, construct, maintain, operate, repair and replace thereon all necessary drainage pipes, swales and other manner of improvements or appurtenances that may be used or required for drainage purposes (hereinafter the "Improvements") upon, over, across and under that portion of the ATK Land more particularly described and identified in Exhibit "C" attached hereto and made a part hereof (hereinafter the "Easement Area") and for any other lawful use or purpose. The Permitted Effluents are itemized in Exhibit "D" attached hereto a made a part hereof.

2. **Term.** It is understood and agreed by the Grantor and Hercules that the Drainage Easement granted hereunder is to provide for the temporary drainage of Permitted Effluents from the Hercules Land until such time as (1) Hercules notifies Grantor that such Drainage Easement

is no longer required; (2) Hercules breaches any term or condition of this Easement Agreement; (3) Grantor determines that this Drainage Easement will cause property damage to the ATK Land that would have a material adverse effect on its value; or (4) use of the Drainage Easement becomes unlawful, but in no event shall this Drainage Easement extend longer than ten (10) years from the effective date of this Easement Agreement. Grantor and Hercules covenant and agree to execute and deliver for recording an agreement in recordable form terminating this Drainage Easement, together with the rights and obligations and liabilities of the parties within a reasonable time after the Drainage Easement has been terminated pursuant to this Section 2.

3. **Expenses/Indemnity.** Except as otherwise expressly provided herein, Hercules shall be responsible for all costs and expenses, including, but not limited to, any improvements, maintenance, environmental controls, licenses or permits associated with or incurred in, or required for the use and enjoyment of the Drainage Easement granted hereunder and shall hold harmless and indemnify Grantor from any claims, damages, expenses, liabilities, costs, penalties and fines to persons or property resulting from the use of the Drainage Easement granted hereunder, except to the extent such damages result from the intentional or negligent acts or omissions of Grantor, its agents, employees, visitors, guests or licensees.

4. **Governmental Compliance.** Hercules covenants and agrees that its use of and discharge to the Drainage Easement shall comply with all applicable federal, state and local laws, ordinances and regulations.

5. **Monitoring of Easement.** Hercules, at its expense, shall monitor, sample and conduct tests to determine the nature, scope and extent of any effluents discharged from the Hercules Land through or by the Drainage Easement onto the ATK Land and as required by any

regulator, under any permit or license, or under applicable federal, state and local law. Grantor expressly reserves the right, but shall have no obligation to monitor, sample or conduct other tests to determine the nature, scope and extent of any effluents discharged from the Hercules Land through or by the Drainage Easement onto the ATK Land and to verify that any effluents discharged are Permitted Effluents (collectively the "Inspections"). All such Inspections shall be performed and conducted at the Grantor's sole cost and expense and shall comply with the terms of this Easement Agreement, including but not limited to Paragraph 6 below. In the event the Inspections reveal any effluent or other condition which violates any term, condition, or provision of this Easement Agreement, then Grantor shall notify Hercules in writing of the violation, which notice shall specify the violation and the corrective action required to cure any such violation. Hercules shall take the necessary action to cure any such violation within thirty (30) days after receipt of the written notice, or cure any violation or alleged violation received from a regulator within the time frame required. In the event Hercules fails to take such action, then Grantor shall have the right, but not the obligation, to take whatever action is reasonably necessary to correct any such violation. However, in the event Hercules commences and diligently pursues to cure any such violation and the violation cannot be cured within thirty (30) days, then the time to cure shall be reasonably extended to enable Hercules to complete the cure. Notwithstanding anything contained herein to the contrary, in the event Grantor reasonably determines that any such violation constitutes an emergency, then Hercules shall have the obligation to take whatever action may be reasonably necessary to address and/or cure the violation immediately. In the event Hercules fails to take the necessary action to cure the emergency violation, Grantor shall have the right, but not the obligation, to take whatever action

may be reasonably necessary to address and/or cure the violation. Hercules covenants and agrees to promptly reimburse Grantor for all its reasonable costs and expenses incurred in connection with the addressing and/or curing any such violation, emergency or not. For the purpose of this Easement Agreement, the term "emergency" contemplates an event, circumstance or condition created or arising out of the use of the Drainage Easement by Hercules which may, in the absence of immediate action by Grantor, pose an immediate threat to persons and/or significant property damage.

6. **No Obstructions.** Grantor shall not erect, cause, or permit to be caused, the erection or permit or suffer to remain upon the Drainage Easement any building, structure, or other object extending into, on, under or over the Drainage Easement in such a manner as to create any interference or to otherwise restrict, impede or inhibit Hercules' use and enjoyment of the Drainage Easement granted hereunder.

7. **Parties.** This Easement Agreement shall be binding upon and shall inure to the benefit of Grantor and Hercules and their respective successors, assigns, lessees, grantees, subtenants, licensees, and shall be considered easements, covenants and rights running with and binding upon the ATK Land for the benefit of the Hercules Land and any subsequent owner, lessee or mortgagee of all or any portion thereof.

8. **Governing Law.** This Easement Agreement shall be governed by and construed under the laws of the State of Utah. If any term or provision of this Easement Agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. **Amendments.** This Easement Agreement may not be modified, changed, or supplemented, nor may any of the obligations and rights hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing and then only to the extent set forth in such instrument.

10. **Notices.** Any notice to be given hereunder shall be given by mailing the same by U.S. registered or certified mail, postage prepaid, to the address hereinbelow shown of the party being notified as follows:

Grantor: Alliant Techsystems Inc.
600 Second Street NE
Hopkins, MN 55343
ATTN: Real Estate Manager

Grantee: Hercules Incorporated
Hercules Plaza
Wilmington, DE 19894-0001
ATTN: Corporate Real Estate, Director

or to such other address as the parties may from time to time specify in writing by notice given in the manner provided above. Date of mailing shall constitute date of such notice.

11. **Entire Agreement.** This Easement Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

12. **Recording.** This Easement Agreement shall be recorded in the appropriate land records office.

IN WITNESS WHEREOF, the parties signed and sealed this Drainage Easement Agreement the day first above written.

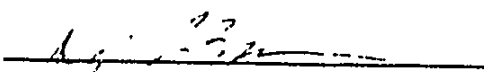
ATTEST:



Secretary

GRANTOR:

ALLIANT TECHSYSTEMS INC.

By: 

Print Name: Daryl L. Zimmer

Title: VP and General Counsel

ATTEST:



Secretary

GRANTEE:

HERCULES INCORPORATED

By: 

Print Name: R. Keith Elliott

Title: Exec. VP and Financial Officer

c:\alliant\drainage.agr
ERC/ch

STATE OF New York)
COUNTY OF New York) SS:

BE IT REMEMBERED that on this 18th day of March, 1995, personally appeared before me, Henry L. Zinner, who acknowledged to me that he is the Vice President of Armed Forces of America and that he executed the above instrument on behalf of Armed Forces of America as such Vice President.

[Signature]
Notary Public

Print Name: Susan R. Rubin

My commission expires: 7/5/96

STATE OF New York)
COUNTY OF New York) SS:

SUSAN R. RUBIN
Notary Public of New York
No. 60-5030178
Qualified in Westchester County
Commission Expires July 5, 1996

BE IT REMEMBERED that on this 1st day of March, 1995, personally appeared before me, R. Kent Elliott, who acknowledged to me that he is the Exec VP & Financial Officer of Hercules Incorporated and that he executed the above instrument on behalf of Hercules Incorporated as such Exec VP & Financial Officer.

[Signature]
Notary Public

Print Name: Susan R. Rubin

My commission expires: 7/5/96

SUSAN R. RUBIN
Notary Public of New York
No. 60-5030178
Qualified in Westchester County
Commission Expires July 5, 1996

**EXHIBIT Y
TO
EASEMENT AGREEMENT**

249147_1

Y-1

OK 7432 PG 1802

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (hereinafter called "Declaration") made this 12 day of March, 1995, by HERCULES INCORPORATED, a Delaware corporation (hereinafter called "Hercules") and ALLIANT TECHSYSTEMS INC., a Delaware corporation (hereinafter called "Alliant").

WITNESSETH:

That for and in consideration of the benefit accruing to Hercules and Alliant, their respective successors and assigns, and other good and valuable consideration, Hercules and Alliant intending to be legally bound hereby declare, grant, convey and agree as follows:

I. BACKGROUND AND PURPOSES

Section 1.1 The Property. Hercules is the owner in fee of a tract of ground consisting of approximately One Hundred Seventeen (117)± acres of land which is improved with manufacturing/industrial/commercial buildings and facilities and other appurtenant improvements thereto and connected therewith, a legal description of which tract of ground is attached hereto and made a part hereof as Exhibit "A" (hereinafter called the "Hercules Parcel"). Alliant is the owner in fee of a tract of ground consisting of approximately Twenty-five Hundred (2500±) acres of land which is improved with manufacturing/industrial/commercial buildings and facilities and other appurtenant improvements connected therewith adjacent to the Hercules Parcel, a legal description of which tract of ground is attached hereto and made a part hereof as Exhibit "B" (hereinafter the "Alliant Parcel"). (The "Hercules Parcel" and the "Alliant Parcel" are sometimes referred to hereinafter individually as a "Parcel" and collectively as the

"Parcels".) It is the intention and desire of Hercules and Alliant to create certain easements over each Parcel for the benefit of the other Parcel.

Section 1.2 General Provisions. Hercules and Alliant deem it desirable to continue the drainage of effluents generated and discharged by the existing, as well as future, industrial, manufacturing or commercial activities conducted on the Parcels by Hercules and Alliant.

Section 1.3 Reciprocal Easements. Hercules and Alliant desire by this Declaration to create certain reciprocal easements among the Parcels as are hereinafter more specifically set forth in order to fulfill the foregoing purposes.

II. GRANT OF EASEMENTS

Section 2.1 General Provisions.

- A. All easements created hereby shall be reciprocal and shall benefit and burden each of the Parcels.
- B. All easements created hereunder shall be non-exclusive and shall be available for use in common by all Owners of benefited Parcels and their Permittees.
- C. All easements created hereunder may be modified, expanded, reduced or terminated at any time and from time to time upon the written agreement of both Hercules and Alliant.
- D. All easements created herein shall be for the benefit only of Hercules and Alliant; provided, however, that the terms and conditions of this Declaration shall be enforceable in accordance with its terms only by Hercules and Alliant and their respective successors and assigns, it being the intention of Hercules and Alliant not to create any independently enforceable third party beneficiary rights in any other parties or groups.

Section 2.2 Grant of Easements.

A. Hercules and Alliant hereby grant and convey the following easements which shall benefit and burden the various Parcels to provide for the continued drainage of effluents generated and discharged by and through the Drainage Improvements on the Parcels:

1. An easement for the installation, construction, maintenance, operation and use of those pipes, swales, lines, conduits and other improvements or appurtenances, including any accessory facilities, for the purpose of providing drainage to the extent that the Drainage Improvements on any burdened Parcel may, from time to time, service any benefited Parcel and for the purpose of using, operating, maintaining, repairing, relocating, replacing or enlarging and connecting to any and all Drainage Improvements, subject, however, to the obligation on the part of any benefited Owner to pay for all utilities consumed by or serving any benefited Parcel and to separately meter such Drainage Improvements as are customarily metered, if possible, and economically feasible. In the event that any Parcel falls under separate ownership and the Owners of the respective Parcels elect not to meter separately the effluents discharged from their respective Buildings, the cost thereof shall be shared by the Owners of the benefited Parcels and the Owners of the burdened Parcels in proportion to the volume of effluents discharged from the Buildings located on the benefited Parcels and the burdened Parcels served by the Drainage Improvements through which such cost is incurred.

Section 2.3 Easements for Construction, Maintenance and Repair. For the purpose of exercising the rights and enjoying the easements granted in Section 2.2 and fulfilling the obligations contained in Section 2.5, each Owner grants to the other Owner easements to enter upon and to use so much of the burdened Parcel as shall reasonably be necessary or convenient for performing the Activities on the Drainage Improvements located on a burdened Parcel that

as a practical matter, may be repaired, maintained, restored and reconstructed only from the burdened Parcel. In the event any work is performed on a burdened Parcel by the Owner of a benefitted Parcel, the area disturbed shall be restored as nearly as reasonably possible to the condition in which it existed prior to the Activities. No work may be done on any benefitted or burdened Parcel unless all required permits and authorizations have been obtained from the applicable governmental authority.

Section 2.4 Relocation. Each burdened Owner shall have the right to relocate any Drainage Improvements on its respective Parcel subject to the following requirements:

A. That, prior to such relocation, the burdened Owner shall give to the benefitted Owner at least thirty (30) days' prior written notice which shall be accompanied by a proposed plan for such relocation. Any benefitted Owner receiving such notice shall, within fifteen (15) days after its receipt, either approve or disapprove the proposed relocation, provided that such approval may not be withheld if:

1. The Drainage Improvements as so relocated would have a capacity at least equal to that of the Drainage Improvements immediately prior to such relocation;

2. The proposed relocation of the Drainage Improvements would not materially interfere with, or increase the cost of, the operation and maintenance of the benefitted Parcel; and

B. That such relocation shall be done at the sole expense of the burdened Owner;

C. That such relocation shall be done in such a manner so as not to cause any interruption of business operations on the benefitted Parcel or any unreasonable interference with existing utilities, buildings or other improvements existing on the benefitted Parcel.

Section 2.5 Maintenance and Repair. Hercules and Alliant covenant and agree at all times to maintain, manage, install, repair, restore, and operate and to keep in good and clean order, operation, condition and repair the Drainage Improvements from which it has benefitted; provided, however, all activities shall be undertaken on a Parcel only after reasonable prior written notice to the Owner thereof, except in the case of emergency, and any such work shall be undertaken and completed in a good and workmanlike manner as expeditiously as possible, and in such fashion as to cause as little disturbance to the use of the Parcel and its buildings and other improvements as may be practicable under the circumstances. Any injury or damage caused by the entry and performance of such work upon a Parcel shall be the responsibility of the benefitted Owner effecting such entry and said work, and such benefitted Owner shall indemnify and hold harmless the burdened Owner from any and all claims, cost, loss, expense or liability caused thereby.

A. To the extent any Drainage Improvements are located on either the Parcel of Hercules or Alliant which serves or provides drainage from its Parcel and the other Parcel, then the cost of the Activities shall be shared among all Owners of the Parcels served by such Drainage Improvements in proportion to the ratio of the volume of the effluents discharged from each Parcel.

Section 2.6 Mutual Cooperation. In recognition of the fact that the Drainage Improvements are to be treated as an integrated drainage system serving both Parcels, Hercules and Alliant covenant and agree that all Owners shall cooperate with one another in connection with obtaining and maintaining any and all necessary permits for or in connection with the Activities associated with the Drainage Improvements which may be required under any applicable statute, ordinance or regulation of any governmental authority having jurisdiction over

the Drainage Improvements that the style and construction of the Drainage Improvements to a Parcel, and the use of which such Drainage Improvements may be put, shall be in harmony with the improvements and Buildings then extant on the Parcels, and that each Owner shall use its best efforts to enforce compliance by its Occupants and Permittees with the terms and conditions of this Declaration.

Section 2.7 No Obstructions. Hercules and Alliant shall not erect, cause, or permit to be caused, the erection or permit or suffer to remain upon the Drainage Improvements or easements provided herein, any building, structure, or other object extending into, on, under or over the Drainage Improvements or easements provided herein in such a manner as to create any interference or to otherwise restrict, impede or inhibit the use and enjoyment of the easements granted hereunder. Hercules and Alliant shall be entitled to erect fencing or other barricades along or near the boundary line dividing the Parcels for security and safety purposes so long as uninterrupted and reasonable access to the Parcels is provided in order to permit the Owner to perform its obligations hereunder.

Section 2.9 Governmental Compliance. Hercules and Alliant covenant and agree that their respective use of the Drainage Improvements and the easement rights granted hereunder shall comply with all applicable federal, state and local laws, ordinances and regulations.

III. INDEMNIFICATION

Section 3.1 Indemnification. Except as otherwise expressly provided herein, each Owner shall be responsible for all costs and expenses, including, but not limited to, any improvements, maintenance, environmental controls, licenses or permits associated with or incurred in, or required for the use and enjoyment of the easements granted hereunder and shall hold harmless and indemnify the other Owner from any claims, damages, expenses, liabilities

costs, penalties and fines to persons or property resulting from the use of the easements granted hereunder, except to the extent such damages result from the intentional or negligent acts or omissions of the other Owner, its agents, employees, visitors, guests or licensees.

IV. MISCELLANEOUS

Section 4.1 Amendment. This Declaration may be altered, modified, amended by and only by, written instrument executed, acknowledged and delivered by Hercules and Alliant.

Section 4.2 Applicable Law. This Declaration shall be construed in accordance with the laws of the State of Utah.

Section 4.3 Benefit. This Declaration and the covenants and easements created shall run with the land and shall be binding upon and shall inure to the benefit of Hercules and Alliant and their respective successors and assigns.

Section 4.4 Public Rights in Property. Anything to the contrary notwithstanding contained herein, nothing in this Declaration shall create any right in any Occupant, in the public at large or to any other party in and to (i) any Parcel, (ii) any portion of any Parcel, whether specific or inchoate, or (iii) any benefit, right or license created by this Declarant.

Section 4.5 Notices. Any notice to be given hereunder shall be given by mailing the same by U.S. registered or certified mail, postage prepaid, to the address hereinbelow shown of the party being notified as follows:

Alliant: Alliant Techsystems Inc.
 600 Second Street NE
 Hopkins, MN 55343
 ATTN: Real Estate Manager

Hercules: Hercules Incorporated
Hercules Plaza
Wilmington, DE 19894-0001
ATTN: Corporate Real Estate, Director

or to such other address as the parties may from time to time specify in writing by notice given in the manner provided above. Date of mailing shall constitute date of such notice.

Section 4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

Section 4.7 Recording. This Agreement shall be recorded in the appropriate land records office.

IN WITNESS WHEREOF, Hercules and Alliant have executed and acknowledged this Declaration by its duty authorized officers on the day and year first above written.

HERCULES INCORPORATED

By: *R. K. [Signature]*

Attest: *Carol J. Floyd*

[CORPORATE SEAL]

ALLIANT TECHSYSTEMS INC.

By: *[Signature]*

Attest: *[Signature]*

[CORPORATE SEAL]

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ERC/cb

STATE OF New York :
COUNTY OF New York :

On this 15th day of March, 1995, personally appeared before me, A. S. [Signature], who being by me duly sworn did say that he/she is the President of Hercules Incorporated, a Delaware corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

My Commission Expires:
7/5/96

[Signature]
Notary Public

SUSAN R. RUBIN
Notary Public of New York
No. 60-5030178
Qualified in Westchester County
Commission Expires July 5, 1998

STATE OF New York :
COUNTY OF New York :

On this 15th day of March, 1995, personally appeared before me, Darrell Zimmer, who being by me duly sworn did say that he/she is the V.P. and General Counsel of Alliant Techsystems, Inc., a Delaware corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

My Commission Expires:
7/5/96

[Signature]
Notary Public

SUSAN R. RUBIN
Notary Public of New York
No. 60-5030178
Qualified in Westchester County
Commission Expires July 5, 1998

EXHIBIT A

[Attach Legal Description for Hercules Parcel]

BK 7432 PG 1812

... ..
 feet, thence South 89°43'42" East 256.03 feet, thence South 00°17'18" West 8.00 feet to
 the point of beginning containing 0.38 Acres.

SUBJECT TO a lease agreement affecting the following parcel:

(LEASE PARCEL#1) A parcel of land located in the Southeast Quarter of Section 10, Township 2
 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEING of the Southeast Corner of Building 2343 of the Hercules Plant Site and
 corner being North 89°49'25" West 1549.58 feet along the section line and north 254.08
 feet from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake
 Base and Meridian and running thence South 60°31'15" West 32.54 feet; thence North
 88°20'58" West 189.72 feet; thence South 89°35'18" West 87.77 feet; thence South
 49°38'42" West 24.83 feet; thence North 89°27'40" West 158.74 feet; thence North
 42°18'20" West 23.00 feet; thence North 01°23'00" East 186.74 feet; thence North
 01°38'18" West 73.36 feet; thence North 01°16'17" East 139.70 feet; thence North
 45°43'04" East 28.70 feet; thence South 89°32'04" East 308.38 feet; thence South
 71°18'44" East 90.00 feet; thence South 83°00'49" East 30.00 feet; thence South 47°48'01"
 East 132.67 feet; thence South 47°10'29" West 118.82 feet; thence South 0°21'04" West
 83.80 feet; thence South 89°38'54" East 10.00 feet; thence South 0°21'04" West 30.00
 feet; thence North 89°38'54" West 10.00 feet; thence South 0°21'04" West 83.80 feet to
 the POINT OF BEGINNING containing 4.31 Acres.

(LEASE PARCEL#2) A parcel of land located in the Southeast Quarter of Section 10, Township 2
 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEING of the North 89°45'25" West 1321.88 feet along the section line from the Southeast Corner
 of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence
 along said section line North 89°45'25" West 80.81 feet; thence curving and section line and
 following a curve to the left and to a curvilinear station North 00°11'11" West 201.04 feet; thence

BASIS OF BEARINGS:

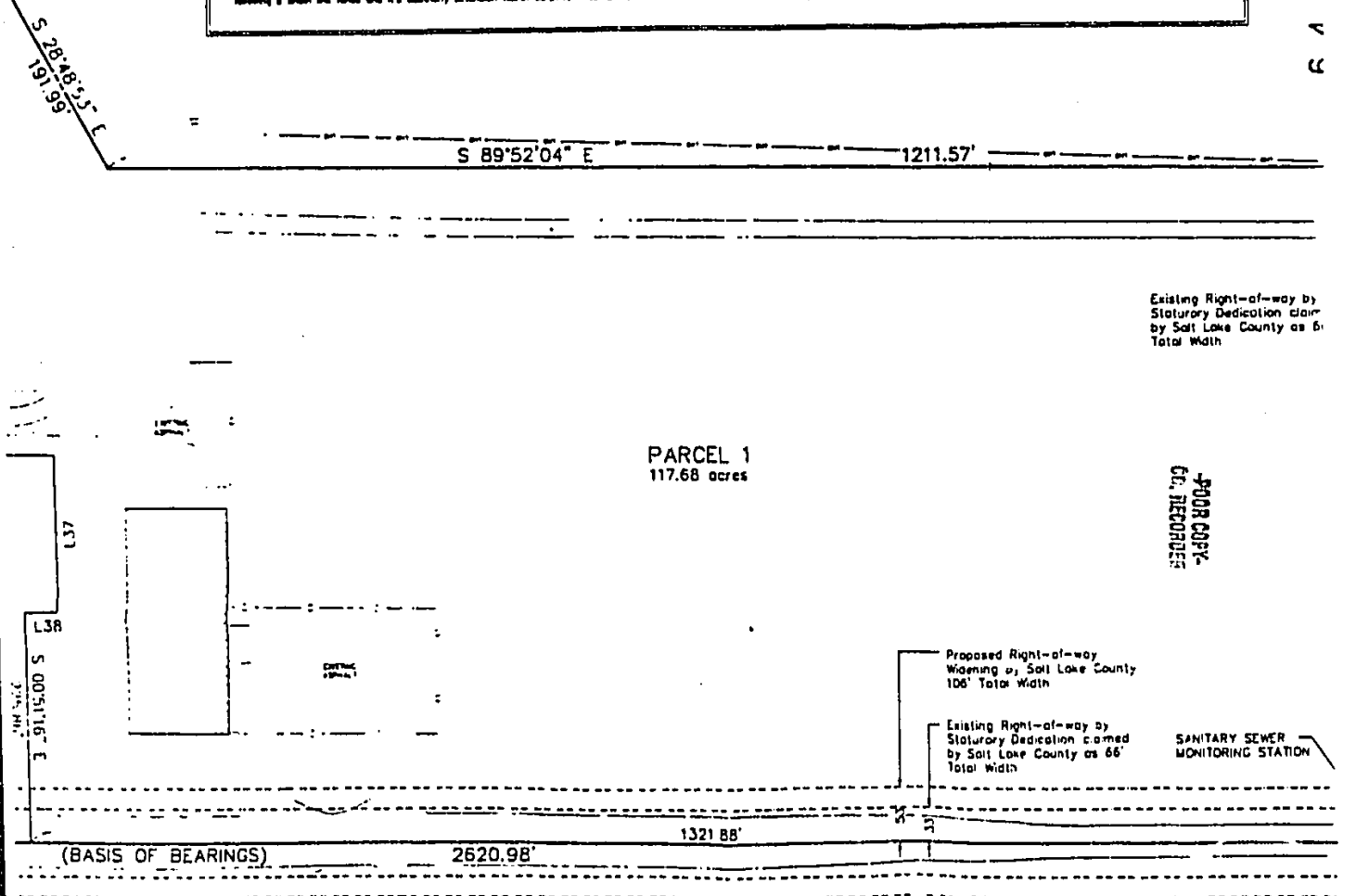
The basis of bearings for this survey was established from state plane grid
 coordinates based on Siskiyaw, "Nad 83", "Datum", "Datum", and "NAD 83". Salt
 Lake County Survey data confirmed by additional field measurements was used
 to produce State Plane Grid Bearings. An average Convergence Factor of
 -0.2200' was used to relate to Geocentric Bearings as referenced on the survey. No
 allowance is given for least variation of the survey's factor.

SURVEY FINDINGS:

The south and east boundaries of the Parcel 1 property are located along the section
 line. The Salt Lake County Surveyor's office has performed re-occupation surveys
 along 8400 South Street and along 8400 West Street to re-establish the section
 corner monuments. Prior to 1948, the County Surveyor maintained road stakes
 along the present traveled way of 8400 South Street. The subsequent
 re-occupations revealed the street to diverge from the southeast corner of Section
 9 (bearing southeast) to a marked stone monumentary 170 feet southeast from the
 southeast corner of Section 9.

The adjoining owners to the east half of Sections 9 and 18 settled a dispute by
 exchanging suit cases laying along the "historic" location of the section line
 based upon the county monument of the southeast corner of Section 9 and the
 stone. The east half of the south line of Section 9 remains unoccupied by
 agreement between the parties of the line of the survey. Hercules, Inc. has
 occupied the land adjoining 8400 South Street on the north and Hercules Copper
 Corporation has occupied the land adjoining south. Parcel 1A was surveyed on
 the survey to identify the area of potential interest occurred through unrecorded
 conveyance.

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PARCEL 1
 177.68 acres

Existing Right-of-way by
 Statutory Dedication claim
 by Salt Lake County as 66'
 Total Width

POOR COPY -
 CO. RECORDS

Proposed Right-of-way
 Widening by Salt Lake County
 100' Total Width

Existing Right-of-way by
 Statutory Dedication earned
 by Salt Lake County as 66'
 Total Width

SANITARY SEWER
 MONITORING STATION

By	Notes	Surveyed By	Date
MWC	Add Lease # 2	CLV/MWN	JAN 1995
MWC	Boundary Change	Drawn By	Date
		MWC	1/30/95
		Checked By	Date
		JBS	1/31/95
		Scale	Drawing No
		1" = 100'	HC9501-1

CORNERSTONE, INC.
 PROFESSIONAL LAND SURVEYS

2028 East 7000 South, Suite 204
 Salt Lake City, Utah 84121
 (801)943-4090 FAX (801)943-7690

A.L.T.A. SURVEYS, COMPUTER MAPPING
 BOUNDARY CONSULTATION & RESEARCH

Title: ALTA/ACSM LA
 HERCULES
 ALLIANT TE

Client: Jim Fradkove
 600 Second Street NE
 Hopkins, MN. 55343-NE

Project Address: 5400 South
 Project Location: Sec

BK 7432 PG 1813

EXHIBIT B

[Attach Legal Description for Alliant Parcel]

BK 7432PG 1814

APPENDIX B

PARCEL 3 - Main Plant

A parcel of land located in Sections 3, 4, 5, 8, 9, 10, and the north part of Sections 16 and 17, all in Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at a Salt Lake county monument located North 00°02'10" West 661.05 feet along the Section line from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along the east line of Sections 10 and 3 North 00°02'10" West 1962.59 feet, North 00°00'28" East 2624.15 feet, and North 00°12'37" West 394.12 feet to the Southeast Corner of that parcel conveyed to the United States of America as Parcel No. 2 described in Book 1873 at Page 407 of the Salt Lake County Records; thence along the boundaries of said parcel South 89°47'23" West 193.00 feet, North 00°12'37" West 160.00 feet, and North 89°47'23" East 193.00 feet to the east line of said Section 3; thence along said east line North 00°12'37" West 2090.18 feet and North 00°11'54" West 1323.13 feet to the Southeast Corner of Brookfield Subdivision Phase Four; thence along the south boundaries of Brookfield Subdivision Phases Four, Six, and Ten and the westerly extension thereof South 89°51'44" West 1276.97 feet, thence along the westerly boundary of said Phase Ten and its southerly extension North 24°00'27" West 312.75 feet to an intersection with Brookfield Subdivision Phase 9; thence along the southerly and westerly boundaries of Brookfield Subdivision Phases Nine, Seven, Three, and Eleven North 76°06'04" West 467.24 feet, North 00°09'58" West 121.21 feet, North 76°06'04" West 276.61 feet, North 45°06'01" West 60.46 feet, North 75°49'51" West 289.37 feet, North 00°09'58" West 550.89 feet, North 28°41'56" East 57.09 feet, and North 00°09'58" West 143.00 feet to the north line of Section 3; thence along said north line South 89°49'59" West 271.00 feet to the North Quarter Corner Section 3; thence South 89°49'30" West 2211.96 feet to the northeast corner of that parcel conveyed to the United States of America described as Parcel No. 1 in Book 1873 at Page 407; thence along the easterly, southerly, and westerly boundaries of said parcel and those parcels also conveyed to the United States of America as described in Book 4741 at Page 1177, Book 6227 at Page 2400, Book 5561 at Page 2278, and Book 5710 at Page 122 the following twenty courses: South 74°59'39" East 265.72 feet along the southerly boundary of the Denver and Rio-Grand Railway Company right of way as Described in Book 6-X at Pages 211 and 213 to a point of curvature of a 3367.87 foot radius curve to the right Southeasterly 758.83 feet along the arc of said curve through a central angle of 12°50'00" South 62°09'39" East 42.74 feet, leaving said southerly right of way line South 01°17'00" West 2307.63 feet, North 88°43'00" West 2113.32 feet, South 01°17'00" West 311.55 feet, South 88°43'00" East 911.32 feet, South 01°17'00" West 331.00 feet, North 88°43'00" West 211.32 feet, South 01°17'00" West 707.45 feet, North 88°43'00" West 412.76 feet, North 51°11'00" West 1339.52 feet, North 01°17'00" East 533.93 feet, North 88°43'00" West 211.32 feet, North 01°17'00" East 533.93 feet, North 88°43'00" West 211.32 feet, North 01°17'00" East 533.93 feet, North 88°43'00" West 211.32 feet,

West 3195.68 feet, North 01° 10' 14" East 574.47 feet, North 88° 43' 00" West 3139.41 feet to the northerly line of the Kennecott Copper Railroad right of way described in Book 516 at Page 198, North 43° 47' 42" West 158.61 feet to the east line of Utah State Highway 111 in accordance with Project FAS-228, North 00° 44' 16" East 98.08 feet, North 00° 58' 51" West 500.10 feet, and North 00° 09' 54" East 1183.85 feet to the north line of Section 5, thence leaving said United States parcel and said Highway right of way North 89° 59' 09" West 42.54 feet to North Quarter Corner of said Section 5; thence North 89° 40' 04" West 57.56 feet; thence South 81° 20' 50" West 592.62 feet; thence along the centerline of a county road South 04° 06' 10" East 685.00 feet and South 02° 18' 10" East 823.94 feet to the Northwest Corner of the Aldredge parcel; thence along the boundaries of those parcels described in Book 4588 at Pages 190 and 191 South 89° 16' 44" East 309.06 feet to a point that is 15.8 Rods west of the east line of the Northwest Quarter of Section 5; thence South 00° 43' 16" West 297.00 feet; thence North 89° 16' 44" West 293.37 feet to the centerline of said county road; thence along said centerline South 02° 18' 10" East 734.84 feet and South 02° 34' 10" East 2602.97 feet to the north line of the Northwest Quarter of Section 8; thence along said north line North 89° 17' 44" West 1105.38 feet to a point established by Bush and Gudgeon Inc. by survey dated October 23 1981 as being 162.72 feet west of the east line of Government Lot 1 Section 8; thence South 00° 22' 11" West 2624.81 feet along a line as established by said survey as being 162.72 feet west of and parallel with the east line of Lots 1 and 2 and their southerly extension to the south line of the North Half of said Section 8; thence along said south line South 88° 43' 18" East 3529.96 feet to the centerline of Utah State Highway 111 Projects F.A.S. 228 and S-0135; thence along the centerline of said Highway, South 58° 49' 06" East 182.87 feet to a point of curvature of a 1° 00' curve to the right; thence Southeasterly 564.14 feet along the arc of said curve through a central angle of 05° 38' 29" to a point on the west line of Section 9, said point being South 00° 18' 24" West 396.07 feet from the Northeast Corner of said Section 9; thence along the west line of Section 9 South 00° 18' 24" West 2324.50 feet to the historic Northwest Corner of Section 16 from which the Northwest Corner of Section 16 as reestablished by Salt Lake County in 1982 bears North 28° 53' 50" East 170.51 feet and from which the Northeast Corner of Section 16 as reestablished by Salt Lake County in 1982 bears North 88° 34' 11" East 5461.52 feet; thence along the historic location of the north line of said Section 16 and along the boundaries of that parcel described in Book 6075 at Page 2679, North 88° 34' 11" East 830.97 feet to a point on the west right of way line of the Bingham and Garfield railroad; thence along said west right of way line North 15° 34' 33" West 131.63 feet to the reestablished north line of Section 16; thence along said reestablished north line South 89° 51' 37" East 1325.10 feet to the east right of way line of said Highway 111; thence along said east right of way line South 39° 45' 06" East 116.42 feet to the historic north line of Section 16; thence along said historic north line North 88° 34' 11" East 574.03 feet, thence North 01° 54' 13" East 73.63 feet to the North Quarter Corner of Section 16 as reestablished by Salt Lake County; thence along said reestablished north line of Section 16 South 89° 51' 50" East 2121.80 feet to the Southwest corner of that parcel known as Plant 3; thence leaving said Section line and following a chain-link fence and its southerly extension North 00° 50' 25" East 935.21 feet to a point of curvature of a 125.00 foot radius:

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curve to the right; thence along the arc of said curve Northeasterly 198.83 feet through a central angle of 91°08'06"; thence South 88°01'29" East 569.35 feet; thence South 88°22'07" East 861.18 feet; thence along said chain-link fence and its easterly extension South 89°15'07" East 774.37 feet; thence South 43°42'19" East 562.32 feet to a chain-link fence; thence leaving said fence South 88°41'43" East 135.30 feet; thence North 01°18'17" East 629.00 feet; thence South 87°26'01" East 454.11 feet to a chain-link fence; thence along said fence South 01°18'17" West 310.00 feet; thence leaving said fence South 88°41'43" East 95.40 feet; thence South 01°18'17" West 48.35 feet; thence South 41°26'24" East 43.13 feet; thence South 01°18'17" West 81.19 feet; thence South 44°16'54" East 27.00 feet; thence South 89°52'04" East 307.71 feet; thence North 45°07'56" East 63.34 feet; thence North 89°40'55" East 292.55 feet; thence North 00°53'46" East 72.66 feet; thence South 88°28'09" East 357.84 feet; thence South 28°48'53" East 191.99 feet to a chain-link fence; thence along said fence South 89°52'04" East 1244.57 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING (LE1) a strip or parcel of land 50 feet wide, being 25 feet in width on each side of the center line of a spur track of the Denver and Rio Grande Western Railroad Company, described as Tract 6 in Book 647 at Page 382 of Salt Lake County Records extending from Kearns, Salt Lake County, Utah Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed over and across the land of the grantors within the Southeast quarter of the Southeast quarter of Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line of track intersecting the East line of the land of said grantors at a point in the East line of said Section 3 about 335 feet North from the Southeast corner of said Section 3 and extending thence Southwesterly about 1370 feet to a point in the South line of the land of said grantor at a point in the South line of said Section 3 about 1320 feet West from said Southeast corner of said Section 3.

ALSO LESS AND EXCEPTING (LE2) a triangular tract or parcel of land in the northwest corner of the northeast quarter of the northeast quarter of Section 10, Township 2 South Range 2 West, Salt Lake Base and Meridian, lying within 30 feet on each side of the center line of a spur track of The Denver and Rio Grande Western Railroad Company described as Tract 7 in Book 647 at Page 382 of Salt Lake County Records extending from Kearns, Salt Lake County, Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed, said center line near said corner having a course of approximately South 70°18' West, and passing through or near the northwest corner of said subdivision.

ALSO LESS AND EXCEPTING (LE3) a strip or parcel of land 60 feet wide, being 30 feet in width on each side of the center line of a spur track of the Denver and Rio Grande Western Railroad Company, described as Tract 8 in Book 647 at Page 382 of Salt Lake County Records, extending from Kearns, Salt Lake County, Utah Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed over and

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across the land of the grantor within the Southwest quarter of the Southeast quarter of Section 3 and the Northwest quarter of the Northeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line of track entering the land of the grantor near the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 10 and extending Southwesterly about 1420 feet to a point in the West line of said Northwest quarter of the Northeast quarter of said Section 10, about 510 feet South from the Northwest corner of said subdivision.

ALSO LESS AND EXCEPTING (LE4) a strip of land 100 feet wide, being 50 feet on each side of the center line of the Black Rock Spur of the Rio Grande Western Railway described in Book 6-X at Page 215, of Salt Lake County Records as the same is now located, over, through and across the land of said grantors in West half of Section 2 and the Northeast quarter of Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows to-wit:

Beginning at a point 2675 feet West and 124 feet South from the East quarter corner of said Section 2; thence Northwesterly on a 1° curve to left 2168 feet; thence North 76°02' West 2245 feet to the South line of Lot 2, of said Section 3, at a point 130 feet West of Southeast corner of said Lot 2.

ALSO LESS AND EXCEPTING(LE5) a strip of land 100 feet wide being 50 feet wide on each side of the center line of the Black Rock Branch of the Rio Grande Western Railway as described in Book 6-Yat Page 147, of Salt Lake County Records as now located and surveyed through over and across Lot 2, Section 3, Township 2 South, Range 2 West Salt Lake Base and Meridian, said center line is more particularly described as follows

Commencing at a point on the South boundary of said Lot 2, 130 feet West from the Southeast corner thereof; thence North 76°02' West 595 feet; thence on a 1°40' curve to the right 665 feet to a point on the West boundary of said Lot 2, said point being 950 feet South from the North quarter corner of said Section 3.

ALSO LESS AND EXCEPTING(LE6) a strip of land 100 feet wide being 50 feet wide on each side of the center line of the Black Rock Branch of the Rio Grande Western Railway as described in Book 6-X at Page 213 of Salt Lake County Records, as now located and surveyed through over and across Lot 3, Section 3, Township 2 South, Range 2 West Salt Lake Base and Meridian, said center line is more particularly described as follows

Beginning at a point on the East boundary of said Lot 3, 950 feet South from the Northeast corner thereof; thence Northwesterly on 1°40' curve to the right 175 feet; thence North 62°02' West 1220 feet; thence on a 1°40' curve to the left, 100 feet to a point on the West boundary of said Lot 3, said point being 250 feet South from the Northwest corner of said Lot 3.

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ALSO LESS AND EXCEPTING(LE7) a strip of land 100 feet wide being 50 feet wide on each side of the center line of the Black Rock Spur of the Rio Grande Western Railway, as described in Book 6-X at Page 211 of Salt Lake County Records, as now located and to constructed through over and across Lot 4, Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows.

Beginning at a point on the East boundary of said Lot 4, 250 feet South from the northeast corner thereof; thence northwesterly on a $1^{\circ}40'$ curve to the left 670 feet; thence North $74^{\circ}52'$ West 30 feet to a point on the North boundary of said Lot, said point being 660 feet East from the Northwest corner of said Section 3.

ALSO LESS AND EXCEPTING(LE8) a strip of land 150 feet in width, being 50 feet on the Westerly side and 100 feet on the Easterly side of a line extending over and across Lot 1 in Section 8 and the South half of Lot 5 in Section 5 and the Southeast quarter of the Southwest quarter of said Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian. Also a strip of land 100 feet in width, being 50 feet on each side of said line extending over and across the North half of said Lot 5 in said Section 5 and part of the Northwest quarter of the Southwest quarter of said Section 5, in said township and range described as Tract 9 in Book 651 at Page 15 of Salt Lake County Records. Said line running North $40^{\circ}17'$ West crosses the East boundary of said Lot 1 in said Section 8 at a point 80 feet, more or less, South from the North boundary of said Section 8; and runs thence on same course North $40^{\circ}17'$ West 100 feet, more or less, to a point on the North boundary of said Section 8, 1246 feet East from the Northwest corner of said Section 3 thence on same course North $40^{\circ}17'$ West 1277 feet; thence on a curve to the right tangent to the course next preceding and with a radius of 955 feet, distance 652.8 feet thence North $01^{\circ}07'$ West 360 feet, more or less, to the North boundary of the land heretofore conveyed by James D. Coon and Mary Coon to John A. Coon by deed recorded September 28, 1898 in Book 4-Y of Deeds, page 501, in the records of Salt Lake County Utah; thence said line continues on said course North $1^{\circ}07'$ West.

ALSO LESS AND EXCEPTING(LE9) a part of the Southeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 2 West, Salt Lake Base and Meridian described as Tract 10 in Book 651 at Page 15 of Salt Lake County Records. Beginning at the Southeast corner of the Northwest quarter of said Section 8; thence West 298 feet; thence on a curve to right, radius 1055.36 feet, distance 360 feet; thence tangent to said curve North $20^{\circ}48'$ West 145 feet; thence on curve to left, radius 1055.36 feet, tangent to course South $31^{\circ}20'$ East, distance 712 feet to point of beginning. Also a tract of land situated in the East half of the Northwest quarter of Section 8, Township 2 South, Range 2 West Salt Lake Base and Meridian. Beginning at the Southeast corner of the Northwest quarter of said Section 8, and running thence on a curve to the right with radius of 1055.36 feet, tangent to course North $70^{\circ}00'$ West, distance 898.2 feet; thence North $21^{\circ}12'$ West, 755.0 feet; thence East 53.6 feet; thence North $21^{\circ}12'$ West, 842.0 feet; thence on a curve to the left with radius of 1383.0 feet, tangent to course North $21^{\circ}12'$ West, distance 423.6

feet, more or less to a point in the East line of Lot 1 of said Section 8; thence North along said East line 150.0 feet, more or less, to a point in the North Line of Section 8; thence East along said North line 65.0 feet; thence South 39° 17' East, 68.0 feet; thence on a curve to the right with radius of 1533.0 feet, tangent to course South 39° 17' East, distance 483.6 feet; thence South 21° 12' East, 1900.0 feet; thence on a curve to the left radius 855.36 feet, tangent to course South 21° 12' East, distance 495.0 feet, more or less, to place of beginning.

ALSO LESS AND EXCEPTING(LE10) a strip of land 100 feet in width being 50 feet on each side of a line extending over and across the Northwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West of the Salt Lake Base and Meridian described as Tract 13 in Book 651 at Page 15 of Salt Lake County Records. Said line running North 16° 24' West crosses the South boundary of said Northwest quarter of the Southwest quarter of said Section 9, at a point 495 feet, more or less East from the West boundary of said section and running thence on same course North 16° 24' West 270 feet; thence on a curve to the left, tangent to the course next preceding and with a radius of 955 feet distance 715 feet, more or less to the West boundary of said Northwest quarter of the Southwest quarter of said Section 9 at a point 480 feet, more or less South from the quarter section corner on the West boundary of said Section; thence continues on said curve.

ALSO LESS AND EXCEPTING(LE11) a strip of land one hundred (100) feet in width, being 50 feet on each side of a line extending over and across the Southwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as Tract 14 in Book 651 at Page 15 of Salt Lake County Records. Said line running North 16° 24' West crosses the South boundary of said Section 9, at a point 888 feet East from the Southwest corner of said Section and runs thence on same course North 16° 24' West 1350 feet, more or less, to the North boundary of said Southwest quarter of said Section 9, at a point 495 feet, more or less, East from the West boundary of said section; thence continues on said course North 16° 24' West.

ALSO LESS AND EXCEPTING(LE12) a strip of land 50 feet wide, situated in the Northwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as Tract 28 in Book 651 at Page 15 described more particularly as follows:

Beginning at the Southwest corner of that certain tract of land hereinbefore described as Tract No. 13, and running thence along the Westerly boundary of said tract on a curve to the right, with radius of 905.37 feet, tangent to course, South 56° 46' East, a distance of 214.7 feet; thence South 48° 10' West 50.0 feet; thence on a curve to the left, with radius of 855.37 feet, tangent to course, North 43° 50' West, a distance of 160.0 feet to a point on the West line of said Section 9; thence along said West line, North 0° 10'-1/2' East 50.4 feet to the place of beginning.

ALSO LESS AND EXCEPTING (LE13) a parcel of land in fee for a highway known as Project No. 0135, as described in Book 2476 at Page 499 of Salt Lake County Records, being part of an entire tract of property, in the South Half Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the south line of said Section 9 at a point 3260.03 feet westerly along said south line from the southeast corner of said Section 9, which point of beginning is 70.0 feet perpendicularly distant northeasterly from the center line of said project; thence North 40°07' West 702 feet, more or less to a point opposite Engineer Station 347+00, thence North 34°24' West 100.5 feet; thence North 40°07' West 850 feet to the existing right of way line; thence South 28°48' East 152.97; thence South 40°07' East 400.0 feet; thence South 45°50' East 100.5 feet; thence South 40°07' East 200.0 feet; thence South 34°24' East 100.5 feet; thence South 40°07' East 686.4 feet; more or less, to the south line of said Section 9; thence Easterly 25 feet, more or less along said south line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah.

ALSO LESS AND EXCEPTING (LE14): Part of the Southwest Quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described in Book 11-C at Page 587, described as follows:

An area four rods in width being two rods on either side of and at right angles to the following described center line: Beginning at a point on the south line of said Section 9 35 feet east of the southwest corner of said Section 9; thence North 16°40' West, 1350 feet more or less to the north boundary of the south half of the Southwest quarter of said Section 9 at a point 578 feet east of the west boundary line of said section.

PARCEL 3A

A tract of land located in the Northeast Quarter of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows

BEGINNING at the North Quarter Corner of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, a Salt Lake County brass cap monument and running thence South 89°51'50" East 2121.80 feet along the north line of said Section 16 as re-established by Salt Lake County in 1982; thence South 00°50'25" West 15.50 feet to the historic location of the north line of said Section 16, said north line connecting said Northeast Corner and the historic location of the Northwest Corner of said Section 16 as noted in two quit-claim deeds recorded in Book 6081 at Page 1433 and Book 6075 at Page 2679 of the Salt Lake County records; thence South 88°34'11" West 2124.67 feet along said historic

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north line; thence North 01°54'13" East 73.63 feet to the POINT OF BEGINNING
Containing 2.17 Acres.

PARCEL 4

A parcel of land located in the Southwest Quarter of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described in Book 5641 at Page 628 of Salt lake County records as follows:

BEGINNING 82 rods East and 3 rods North from the Southwest Corner of Section 5 Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence East 3.2 rods; thence North 6.8 rods; thence West 8.9 rods to the Easterly line of the property to Kennecott Copper aforesaid; thence Southerly along said property line, to the point of BEGINNING.

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SURVEYOR'S CERTIFICATE:

To Alliant Techsystems, Inc., Hercules, Incorporated, J. P. Morgan, Delaware, Lawyer's Title Insurance Corporation and Metro National Title

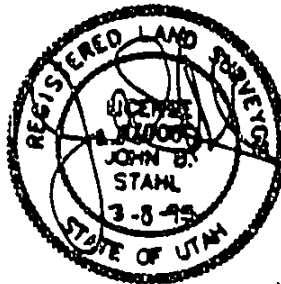
I, John B. Stahl, Salt Lake City, Utah, do hereby certify that I am a registered Land Surveyor and that I hold License No. 7600 as prescribed by the laws of the State of Utah and that I have made a survey of the following described property:

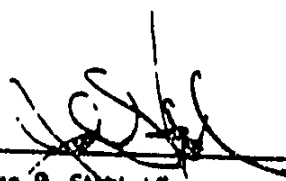
PARCEL 2

A parcel of land located in the Southwest Quarter of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at the Southwest Corner of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along the west line of said Section 11 North $00^{\circ}02'10''$ West (North $0^{\circ}05'07''$ West by deed) 1361.80 feet to the south line of Parcel "G" of that certain Special Warranty Deed dated March 30, 1988, and filed in Book 6018 at Page 2010 of the Salt Lake County records; thence South $89^{\circ}42'39''$ East 443.74 feet (South $89^{\circ}38'00''$ East 448.379 feet by deed) to a point of non-tangency on a 3759.83 foot radius curve to the right; thence Southerly along the arc of said curve 1361.80 feet through a central angle of $21^{\circ}03'15''$ to the south line of said Section 11; thence South $89^{\circ}42'39''$ West 817.82 feet (North $89^{\circ}35'27''$ West 820.990 feet by deed) to the POINT OF BEGINNING. Containing 17.92 Acres

I further certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Surveyors", jointly established and adopted by ALTA and ACSM in 1992, (ii) pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey, and (iii) includes none of the items additional survey requirements listed in Table A thereof.




John B. Stahl, LS
License No. 7600

MARCH 8, 1995

Date

NARRATIVE:

PURPOSE:

The purpose of this survey is to establish the boundaries of Parcel 2 to be conveyed by Hercules, Inc. to Alliant-Techsystems

BASIS OF BEARINGS:

The basis of bearings for this survey was established from state plane grid coordinates based on Stations "Greggory", "Hunt", "Saunders" and "Kerr" Salt Lake County survey data, confirmed by additional field measurements, was used to produce State Plane Grid Bearings. An average Convergence Factor of $-0^{\circ}22'00''$ was used to rotate to Geodetic Bearings as referenced on the survey. No allowance is given for local variation of the convergence factor.

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USE ONLY

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DECLARATION OF EASEMENTS

EXHIBIT C

The Parties shall negotiate in good faith to determine the final legal description of the easements based upon the existing drainage pathways, within ninety (90) days of the date hereof.

**EXHIBIT Z
TO
EASEMENT AGREEMENT**

3/12/95 Final

PERMANENT DRAINAGE PIPE EASEMENT AGREEMENT

This PERMANENT DRAINAGE PIPE EASEMENT AGREEMENT (the "Pipe Easement Agreement") is entered into on this 15th day of March, 1995, by and between ALLIANT TECHSYSTEMS INC., a Delaware corporation (hereinafter "Grantor") and HERCULES INCORPORATED, a Delaware corporation (hereinafter "Hercules").

WITNESSETH:

WHEREAS, Grantor is the owner of all those certain tracts or parcels of land consisting of approximately Twenty-five Hundred (2500±) acres, together with the improvements erected thereon formerly known, as the Hercules Bacchus Works site, situated in Salt Lake County, Utah and more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "ATK Land"); and

WHEREAS, Hercules is the owner of four (4) tracts of land with the improvements erected thereon located in West Valley City, Salt Lake County, Utah and identified generally as tax parcel nos. 20-10-400-004-0000; 20-10-400-003-0000; 20-10-200-004-0000; and 20-10-100-002-0000 which have or will be resubdivided by Hercules into one (1) parcel in accordance with and pursuant to the provisions of the West Valley City Land Use and Development and Management Act, as more particularly bounded and described in Exhibit "B" attached hereto and made a part hereof (the "Hercules Land"); and

WHEREAS, Hercules requires a perpetual drainage pipe easement across a portion of the ATK Land for the purpose of a pipeline which will be used for discharging certain effluents generated by the industrial, manufacturing and/or commercial activities conducted on the Hercules Land; and

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WHEREAS, Grantor is willing to grant the aforementioned drainage pipe easement to Hercules subject to the terms and conditions set forth below.

NOW, THEREFORE, In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged from Hercules, and subject further to the conditions, covenants and agreements hereinafter provided to be kept and performed by the parties hereto, Grantor and Hercules hereby covenant and agree as follows:

1. The Easement. Grantor grants and conveys unto Hercules, its successors and assigns, a perpetual and nonexclusive seventy-five foot (75') wide drainage pipe easement for the purpose of a pipeline which will be used for providing drainage of effluents generated and discharged by the existing, as well as the future, industrial, manufacturing, or commercial activities conducted by Hercules on the Hercules Land (the "Drainage Pipe Easement"), together with the right to install, construct, maintain, operate, repair and replace thereon all necessary drainage pipes, swales and other manner of improvements or appurtenances that may be used or required for the drainage pipeline (hereinafter the "Improvements") upon, over, across and under that portion of the ATK Land more particularly described and identified in Exhibit "C" attached hereto and made a part hereof (hereinafter the "Easement Area") and for any other lawful use or purpose. Hercules shall also have the right of ingress, egress and regress to and over those areas of the ATK Land adjacent to the Drainage Pipe Easement as may be reasonably required or necessary with respect to the installation, construction, maintenance, operation, repair and/or replacement of the Improvements.

2. Term. It is understood and agreed by the Grantor and Hercules that the Drainage Pipe Easement granted hereunder is a perpetual easement allowing for the construction and use

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of a pipeline which will be used for discharging certain effluents generated from activities conducted on the Hercules Land. However, if (1) Hercules notifies Grantor that such Drainage Pipe Easement is no longer required; (2) Hercules breaches any term or condition of this Pipe Easement Agreement; (3) Grantor determines that this Drainage Pipe Easement will cause property damage to the ATK Land that would have a material adverse effect on its value; or (4) use of the Drainage Pipe Easement becomes unlawful, then Grantor may terminate this Drainage Pipe Easement with ninety (90) days' prior written notice to Hercules. Grantor and Hercules covenant and agree to execute and deliver for recording an agreement in recordable form terminating this Drainage Pipe Easement, together with the rights and obligations and liabilities of the parties within a reasonable time after the Drainage Pipe Easement has been terminated pursuant to this Section 2.

3. Expense/Indemnity. Except as otherwise expressly provided herein, Hercules shall be responsible for all costs and expenses, including, but not limited to, any improvements, maintenance, environmental controls, licenses or permits associated with or incurred in, or required for the use and enjoyment of the Drainage Pipe Easement granted hereunder and shall hold harmless and indemnify Grantor from any claims, damages, expenses, liabilities, costs, penalties and fines to persons or property resulting from the use of the Drainage Pipe Easement granted hereunder, except to the extent such damages result from the intentional or negligent acts or omissions of Grantor, its agents, employees, visitors, guests or licensees.

4. Governmental Compliance. Hercules covenants and agrees that its use of the Drainage Pipe Easement shall comply with all applicable federal, state and local laws, ordinances and regulations.

5. Monitoring of Easement. Hercules, at its expense, shall monitor, sample and conduct tests to determine the nature, scope and extent of any effluents discharged from the Hercules Land through or by the Drainage Pipe Easement onto the ATK Land and as required by any regulator, under any permit or license, or under applicable federal, state and local law. Grantor expressly reserves the right, but shall have no obligation to monitor, sample or conduct other tests to determine the nature, scope and extent of any effluents discharged from the Hercules Land through or by the Drainage Pipe Easement onto the ATK Land (collectively the "Inspections"). All such Inspections shall be performed and conducted at the Grantor's sole cost and expense and shall comply with the terms of this Pipe Easement Agreement, including but not limited to this Paragraph 4. In the event the Inspections reveal any effluent or other condition which violates any term, condition, or provision of this Pipe Easement Agreement, then Grantor shall notify Hercules in writing of the violation, which notice shall specify the violation and the corrective action required to cure any such violation. Hercules shall take the necessary action to cure any such violation within thirty (30) days after receipt of the written notice, or cure any violation or alleged violation received from a regulator within the time frame required. In the event Hercules fails to take such action, then Grantor shall have the right, but not the obligation, to take whatever action is reasonably necessary to correct any such violation. However, in the event Hercules commences and diligently pursues to cure any such violation and the violation cannot be cured within thirty (30) days, then the time to cure shall be reasonably extended to enable Hercules to complete the cure. Notwithstanding anything contained herein to the contrary, in the event Grantor reasonably determines that any such violation constitutes an emergency, then Hercules shall have the obligation to take whatever action may be reasonably necessary to address and/or cure the violation immediately. In the

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event Hercules fails to take the necessary action to cure the emergency violation, Grantor shall have the right, but not the obligation, to take whatever action may be reasonably necessary to address and/or cure the violation. Hercules covenants and agrees to promptly reimburse Grantor for all its reasonable costs and expenses incurred in connection with the addressing and/or curing any such violation, emergency or not. For the purpose of this Pipe Easement Agreement, the term "emergency" contemplates an event, circumstance or condition created or arising out of the use of the Drainage Pipe Easement by Hercules which may, in the absence of immediate action by Grantor, pose an immediate threat to persons and/or significant property damage.

6. No Obstructions. Grantor shall not erect, cause, or permit to be caused, the erection or permit or suffer to remain upon the Drainage Pipe Easement any building, structure, or other object extending into, on, under or over the Drainage Pipe Easement in such a manner as to create any interference or to otherwise restrict, impede or inhibit Hercules' use and enjoyment of the Drainage Pipe Easement granted hereunder.

7. Parties. This Pipe Easement Agreement shall be binding upon and shall inure to the benefit of Grantor and Hercules and their respective successors, assigns, lessees, grantees, subtenants, licensees, and shall be considered easements, covenants and rights running with and binding upon the ATK Land for the benefit of the Hercules Land and any subsequent owner, lessee or mortgagee of all or any portion thereof.

8. Governing Law. This Pipe Easement Agreement shall be governed by and construed under the laws of the State of Utah. If any term or provision of this Pipe Easement Agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Pipe Easement Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or

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unenforceable, shall not be affected thereby and each term and provision of this Pipe Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Amendment. This Pipe Easement Agreement may not be modified, changed, or supplemented, nor may any of the obligations and rights hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing and then only to the extent set forth in such instrument.

10. Notices. Any notice to be given hereunder shall be given by mailing the same by U.S. registered or certified mail, postage prepaid, to the address hereinbelow shown of the party being notified as follows:

Grantor: Alliant Techsystems Inc.
600 Second Street NE
Hopkins, MN 55343
ATTN: Real Estate Manager

Grantee: Hercules Incorporated
Hercules Plaza
Wilmington, DE 19894-0001
ATTN: Corporate Real Estate, Director

or to such other address as the parties may from time to time specify in writing by notice given in the manner provided above. Date of mailing shall constitute date of such notice.

11. Entire Agreement. This Pipe Easement Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Pipe Easement Agreement shall not be binding on either party except to the extent incorporated in this Pipe Easement Agreement.

12. Recording. This Pipe Easement Agreement shall be recorded in the appropriate land records office.

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IN WITNESS WHEREOF, the parties signed and sealed this Permanent Drainage Pipe Easement Agreement the day first above written.

ATTEST:

Secretary

GRANTOR:

ALLIANT TECHSYSTEMS INC.

By: [Handwritten Signature]

Print Name: Daryl L. Hammer

Title: VP and General Counsel

ATTEST:

Secretary

GRANTEE:

HERCULES INCORPORATED

By: [Handwritten Signature] etc

Print Name: B. Keith Elliott

Title: Exec. VP and Financial Officer

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5/20/96
10:00 AM

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STATE OF New York)
COUNTY OF New York) SS:

BE IT REMEMBERED that on this 15th day of March, 1995, personally appeared before me, Darryl Zimmer, who acknowledged to me that he is the VP and General Counsel of Alliant Industries Inc. and that he executed the above instrument on behalf of Alliant Industries Inc. as such VP and General Counsel

[Signature]
Notary Public
Print Name: SUSAN R. RUBIN
My commission expires: 7/5/96

SUSAN R. RUBIN
Notary Public of New York
No. 80-8030178
Qualified in Westchester County
Commission Expires July 6, 1996

STATE OF New York)
COUNTY OF New York) SS:

BE IT REMEMBERED that on this 15th day of March, 1995, personally appeared before me, B. Keith Elliott, who acknowledged to me that he is the Exec. VP and Financial Officer of Hercules Incorporated and that he executed the above instrument on behalf of Hercules Incorporated as such Exec. VP and Financial Officer

[Signature]
Notary Public
Print Name: SUSAN R. RUBIN
My commission expires: 7/5/96

SUSAN R. RUBIN
Notary Public of New York
No. 80-8030178
Qualified in Westchester County
Commission Expires July 6, 1996