



When Recorded Return To:

The Ensign-Bickford Company
8305 South Highway 6
Spanish Fork, UT 84660

ENT 35753:2011 PG 1 of 21
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 May 12 10:08 am FEE 61.00 BY SW
RECORDED FOR ENSIGH BICKFORD COMPANY

With Copies To:

The Ensign-Bickford Company
125 Powder Forest Drive
P.O. Box 7
Simsbury, CT 06070-0007

Scott T. Anderson, Executive Secretary
Utah Solid and Hazardous Waste Control Board
P.O. Box 144880
Salt Lake City, UT 84114-4880

ENVIRONMENTAL COVENANT – PARCEL 1

This Environmental Covenant is entered into by The Ensign-Bickford Company, a Connecticut corporation, of 8305 South Highway 6, Spanish Fork, Utah, 84660 (“Owner”) and the Executive Secretary of the Utah Solid and Hazardous Waste Control Board, of P.O. Box 144880, Salt Lake City, Utah 84114-4880 (“Executive Secretary”) pursuant to Utah Code Ann. §§ 57-25-101 *et seq.* for the purpose of subjecting portions of the former facility owned by The Ensign-Bickford Company, which is described in paragraph 2 below (the “Property”), to the activity and use limitations set forth herein.

Recitals

Owner owns approximately 480 acres of land, made up of multiple parcels, located at the mouth of Spanish Fork Canyon in Utah County, Utah, and more specifically shown on Exhibit A, some of which parcels have hazardous and solid waste management units regulated by the Executive Secretary under the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6921 *et seq.* and the Utah Solid and Hazardous Waste Act, Utah Code Ann. §§ 19-6-101 *et seq.*

Illinois Powder Company produced nitroglycerine at the Property beginning in the early 1940s. American Cyanamid acquired the facility in 1957 and operated it until 1963, at which time the manufacture of nitroglycerine and nitroglycerine-based products ceased. Trojan Powder Company began the production of nitrostarch at the facility in late 1963 and began producing PETN several years later. Commercial Solvents Corporation bought the facility in 1967 and operated it until 1982, when the facility was acquired by Trojan Corporation. In the 1970s and 1980s, operations at the facility included the production of PETN, RDX, specialty nitrates, and

other related compounds. Trojan Corporation was acquired in 1986 and was eventually merged into The Ensign-Bickford Company ("EBCo") in 1996. EBCo continued certain manufacturing operations at the facility until 2006, after which EBCo removed all of the remaining manufacturing and product storage buildings.

As a result of past activities, soil in certain units was impacted with hazardous constituents, including lead, PETN, RDX and other constituents. EBCo removed impacted soil from a number of units from 2005-2009. This soil was either treated in a mobile thermal treatment unit, disposed of off-site at a permitted facility, or consolidated within a unit designated as a RCRA Corrective Action Management Unit approved by the Executive Secretary. These actions resulted in a number of units achieving "no further action" status as approved by the Executive Secretary, meaning that those areas have been cleaned up to the satisfaction of the Executive Secretary and no restrictions are necessary.

EBCo will enter into and record a number of environmental covenants for those parcels containing units (or portions of units) that did not achieve "no further action" status, as more particularly described in the Owner's Site Management Plan dated December 2009, Revised April 2010 and August 2010, approved by the Executive Secretary on August 17, 2010, and maintained by the Executive Secretary as part of the administrative record for the Property. The results of soil sampling conducted at the units subject to the environmental covenants were evaluated under the Cleanup Action and Risk-Based Closure Standards at Utah Admin. Code R315-101 with respect to risk-based criteria applied by the Executive Secretary. The risk-based criteria considered by the Executive Secretary are intended to be protective for humans over a lifetime based on residential or industrial exposure assumptions.

The administrative record for this project consists of documents related to the RCRA corrective action program that are maintained and managed by the Executive Secretary.

Now therefore, The Ensign-Bickford Company and the Executive Secretary agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to Utah Code Ann. §§ 57-25-101 *et seq.*
2. Property. The Property is approximately 480 acres of land currently owned by Owner located at or near the mouth of Spanish Fork Canyon in Spanish Fork, Utah, a map of which is attached as Exhibit A ("Property"). The Property is comprised of eleven (11) separate parcels. This Environmental Covenant applies to Parcel 1, a map and legal description of which can be found in Exhibit B (the "Parcel"), which is approximately 106.1+/- acres within the Property. The map found in Exhibit B also identifies areas within the Parcel subject to specific activity and use limitations, as set forth in more detail in Paragraph 5 below. As described in the approved August 2010 Site Management Plan, the areas subject to activity and use limitations are delineated in the field by monuments, the coordinates for which are provided in the table in Exhibit B.

3. Owner. The Ensign-Bickford Company, whose mailing address is 8305 South Highway 6, Spanish Fork, Utah, 84660, is the owner of the Property ("Owner"). Consistent with Paragraph 6 of this Environmental Covenant, the obligations of the Owner shall be binding on all assigns and successors in interest, including any Transferee as defined in paragraph 6.

4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Activity and Use Limitations. Owner designates and agrees to comply with the following activity and use limitations to be imposed on portions of the Parcel, as designated below and more thoroughly described in the approved August 2010 Site Management Plan, unless the Owner can demonstrate to the satisfaction of the Executive Secretary that the risk levels at otherwise restricted areas satisfy the criteria for "no further action," or until other appropriate modifications to the activity and use limitations are approved by the Executive Secretary. The Owner shall notify the Executive Secretary as soon as he becomes aware of any breach of the following activity or use limitations.

a. Ground Water Use Limitation. Owner agrees that, unless otherwise approved by the Executive Secretary, no well for the extraction and use of ground water shall be located in the area described in and designated on the map contained in Exhibit C, or until such time as the Executive Secretary approves the removal or modification of this limitation.

b. Garden Use Restriction. Owner agrees that, unless otherwise approved by the Executive Secretary, the areas described in and designated on the map contained in Exhibit D (1) shall not be used for fruit or vegetable gardens, fruit trees, or other edible plants, (2) shall not be used for any feature designed to add or retain water, including but not limited to retention ponds, infiltration basins, dry wells or similar structures, and (3) shall be managed such that any soil excavated from the area shall not be removed from the area without the prior approval of the Executive Secretary.

c. Limited Residential Use Restriction. Owner agrees that, unless otherwise approved by the Executive Secretary, the areas described in and designated on the map contained in Exhibit E (1) may be used for residential purposes only when otherwise commercially developed and the remaining impacted soils are below buildings, pavement, sidewalks, or ornamental landscaping, (2) shall not be used for fruit and vegetable gardens, fruit trees, or other edible plants, (3) shall not be used for any feature designed to add or retain water, including but not limited to retention ponds, infiltration basins, dry wells or similar structures, (4) shall not be used for hospitals, schools, or daycare facilities, and (5) shall be managed such that any soil excavated from the area shall not be removed from the area without the prior approval of the Executive Secretary.

d. Ground Water Monitoring Wells. Owner agrees that, until such time as the Executive Secretary agrees that ground water monitoring at a particular location on the Parcel is no longer necessary, the locations of monitoring wells used to assess ground water quality shown on Exhibit F (1) shall not be used in a manner which will interfere

with the integrity, use, maintenance and monitoring of the ground water monitoring wells, and (2) shall not be transferred without the Owner obtaining the necessary easements, rights-of-way and/or access agreements to allow for the continued use, maintenance and monitoring of the ground water monitoring wells.

e. Soil Disturbance. The Owner shall provide written notification to the Executive Secretary at least thirty (30) days prior to any excavation, re-grading or other construction work involving disturbance of soils in areas subject to the Garden Use Restriction or the Limited Residential Use Restriction. A written record describing the work, the dates, and the contractors shall be maintained on-site, and all work in these areas is subject to applicable health and safety standards.

f. Monument Inspection. The Owner shall, every five (5) years, inspect any monuments delineating the boundaries of areas subject to activity and use limitations, as identified in Exhibit B, and repair or replace such monuments, as necessary. The Owner will submit records documenting that these inspections have been completed to the Executive Secretary within 30 days of completion of the inspections.

g. Notification. The Owner shall provide notice to the Executive Secretary on any site work affecting contamination on the property in accordance with Table 7-1 of the August 2010 Site Management Plan, Property Owners Notification Requirements, which table is also included in Exhibit H.

6. Running with the Land. This Environmental Covenant is a covenant that touches and concerns the land, shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Utah Code Ann. § 57-25-105, subject to amendment or termination as set forth herein. The term "Transferee", as used in this Environmental Covenant, shall mean any future owner of any interest in the Parcel or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, or/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to Utah Code Ann. § 57-25-111. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Executive Secretary from exercising any authority under applicable law. Any person who violates any requirement of this Environmental Covenant shall indemnify, hold harmless and defend the holders of this Environmental Covenant against any claims, liability, loss, damage, cost, expense, penalties (including attorney fees and costs) arising from the violation of this Environmental Covenant.

8. Rights of Access. Owner hereby grants to itself, and the Executive Secretary, its agents, contractors, and employees the right of access to those portions of the Parcel subject to activity and use limitations under this Environmental Covenant for implementation or enforcement of this Environmental Covenant, including access for the inspection of areas subject

to activity and use limitations or the monuments delineating such areas, and the right of access through the Parcel as necessary to access areas subject to activity and use limitations on other parcels comprising the Property, unless access to such other parcels is otherwise available. The Executive Secretary, the Board, and their representatives will comply with Owner's reasonable safety requirements. The Executive Secretary will determine the reasonableness of the safety requirements. Nothing in this Environmental Covenant shall be construed to limit any access and inspection authorities of the Board and the Executive Secretary under Utah law.

Any person other than the Board, the Executive Secretary, or their representatives desiring to access the Parcel under the authority of this Environmental Covenant shall provide written notice to the then current owner of the portion of the Parcel requiring access not less than 48 hours in advance of accessing the identified portion of the Parcel, except in the event of an emergency condition which reasonably requires immediate access. In the event of any such emergency condition, the party exercising this access right will provide oral and written notice to the then current owner of the portion of the Parcel requiring access as soon thereafter as is reasonably possible.

9. Compliance Reporting. Upon request, Owner, or any Transferee, shall submit to the Executive Secretary written documentation verifying that compliance with the activity and use limitations has been maintained.

10. Notice Upon Conveyance. Each instrument hereafter conveying any interest in any portion of the Parcel to which an activity and use limitation applies, as set forth in Paragraph 5 above, shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2011, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER ON _____, 2011, IN [DOCUMENT _____, or BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

THE LANGUAGE OF PARAGRAPH NO. 5 OF THIS ENVIRONMENTAL COVENANT, ACTIVITY AND USE LIMITATIONS, IS INCORPORATED HEREIN VERBATIM BY REFERENCE.

Owner shall notify the Executive Secretary within ten (10) days after each conveyance of an interest in any portion of the Parcel to which an activity and use limitation applies. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

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

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner, the current Transferee and the Executive Secretary, pursuant to Utah Code Ann. § 57-25-110 and other applicable law. The term "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Executive Secretary, the Owner and the current Transferee of the Parcel or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any Amendment or Termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Utah County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to the Executive Secretary.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Parcel, with the Utah County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Parcel with the Utah County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the Executive Secretary within 30 days of recording.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the Executive Secretary, any document or communication required by this Environmental Covenant shall be submitted to:

Scott T. Anderson, Executive Secretary
Utah Solid and Hazardous Waste Control Board
P.O. Box 144880
Salt Lake City, UT 84114-4880

President / General Manager
The Ensign-Bickford Company
8305 South Highway 6
Spanish Fork, UT 84660

With a copy to:

Corporate Secretary
The Ensign-Bickford Company
125 Powder Forest Drive
P.O. Box 7
Simsbury, CT 06070-0007

The undersigned representative of Owner represents and certifies that he/she is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

The Ensign-Bickford Company

P.N.B.

5/10/11
Date

By: PETER N. BARNETT

Its: PRESIDENT / GENERAL MANAGER

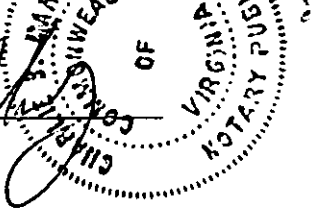
State of VIRGINIA)

County of PETTSYLVANIA) ss:

Before me, a notary public, in and for said county and state, personally appeared PETER N. BARNETT, a duly authorized representative of The Ensign-Bickford Company, who acknowledged to me that he/she did execute the foregoing instrument on behalf of The Ensign-Bickford Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal, this 10th day of MAY, 2011.

REGISTRATION NUMBER: 343398
MY COMMISSION EXPIRES: AUGUST 31, 2012

[Signature]
Notary Public


Utah Solid and Hazardous Waste Control Board

[Signature]

Scott T. Anderson, Executive Secretary

4/26/2011
Date

State of Utah)
County of Salt Lake) ss:

Before me, a notary public, in and for said county and state, personally appeared Scott T. Anderson, Executive Secretary of the Utah Solid and Hazardous Waste Control Board, who acknowledged to me that he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 26th day of April, 2011.

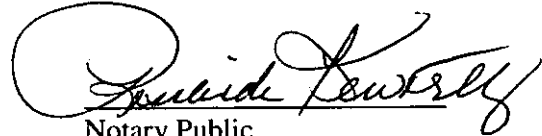

Notary Public

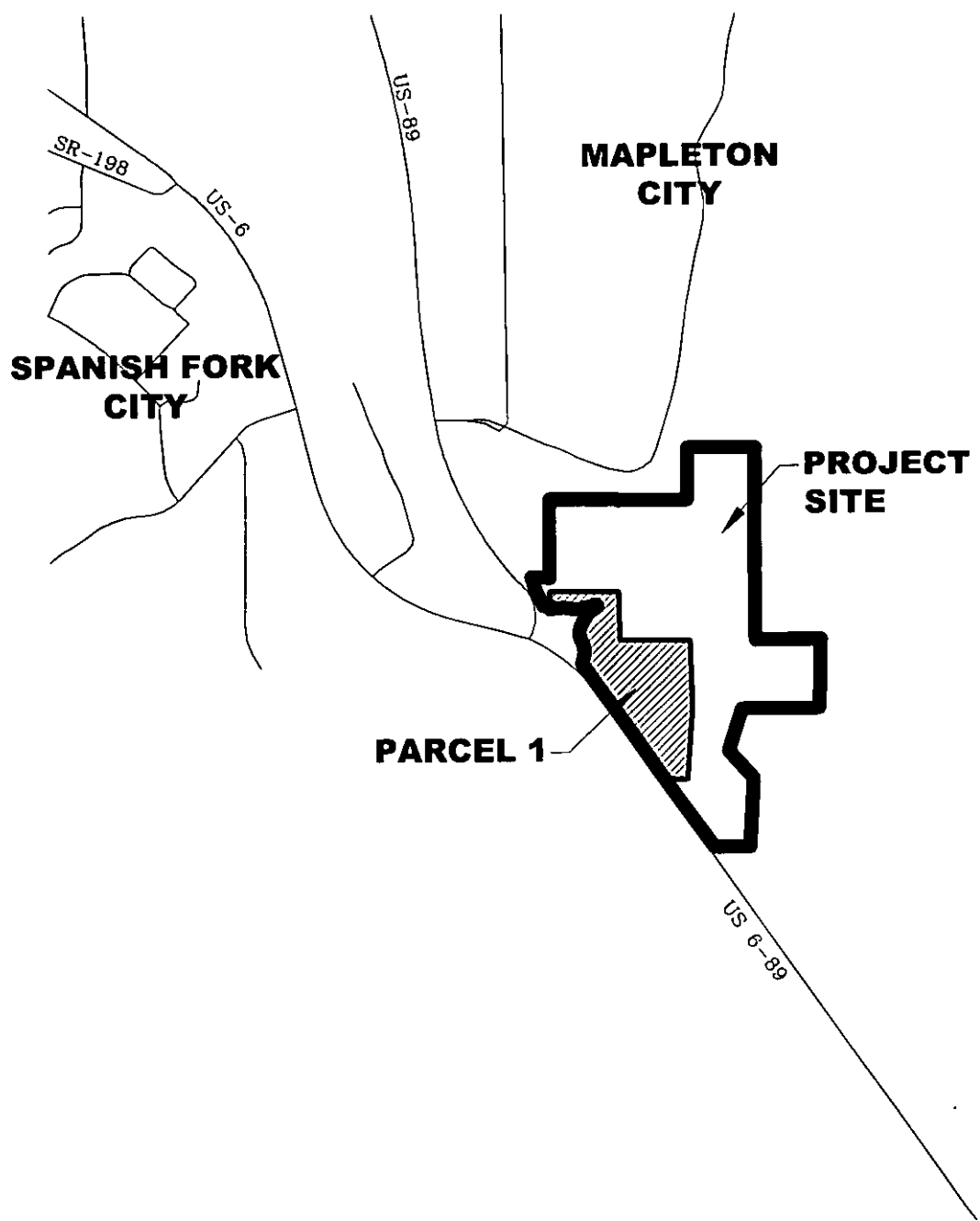


EXHIBIT A



ENGINEERS
SURVEYORS
PLANNERS

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com



SITE MAP

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

DRAWN BY:
JLR
SCALE:
N.T.S.
DATE:
12/16/2010

LEI PROJECT #:
2008-0252

SHEET
1

EXHIBIT B

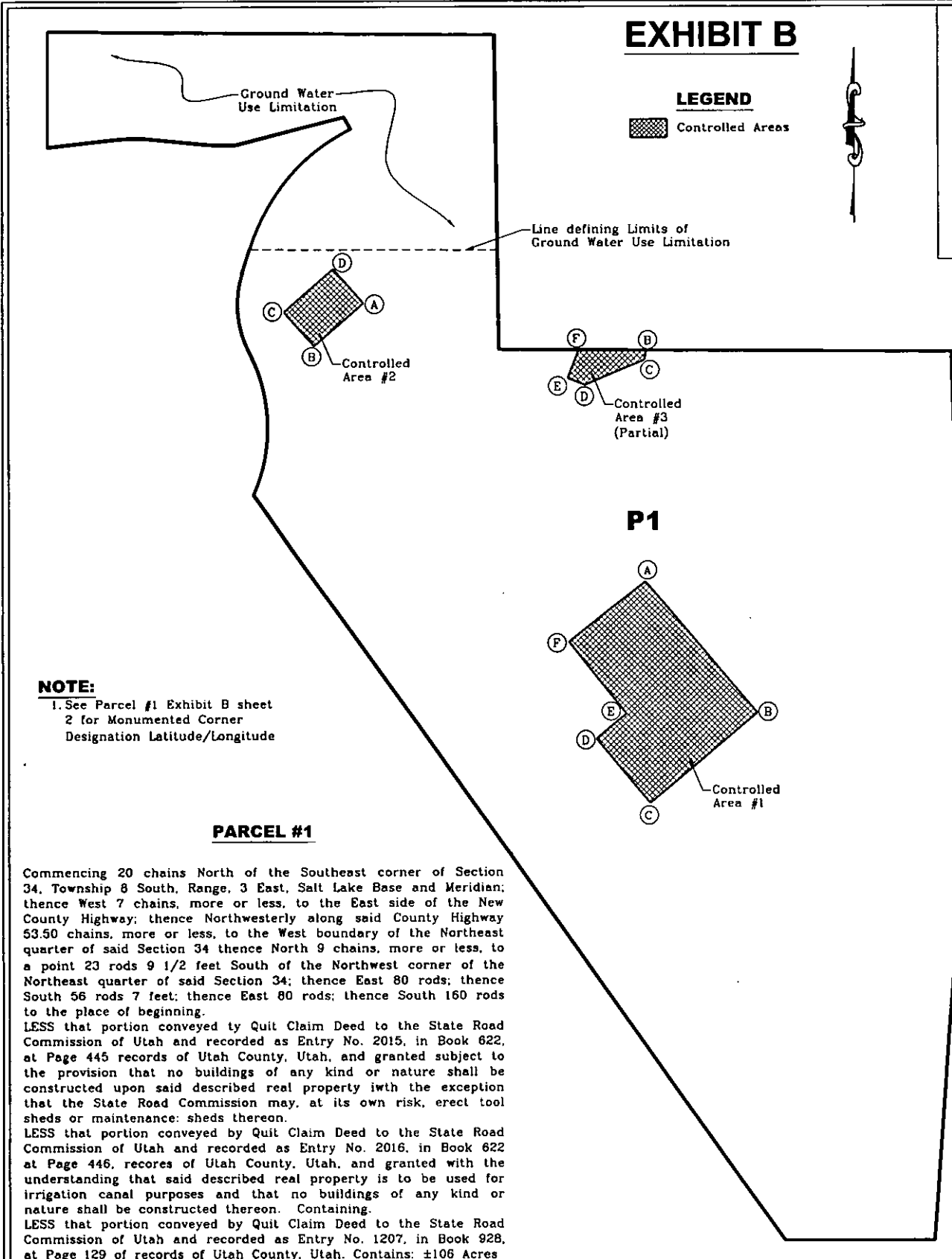


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Fax: 801.798.9393
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www.lei-eng.com

LEGEND

Controlled Areas



NOTE:

1. See Parcel #1 Exhibit B sheet 2 for Monumented Corner Designation Latitude/Longitude

PARCEL #1

Commencing 20 chains North of the Southeast corner of Section 34, Township 8 South, Range, 3 East, Salt Lake Base and Meridian; thence West 7 chains, more or less, to the East side of the New County Highway; thence Northwesterly along said County Highway 53.50 chains, more or less, to the West boundary of the Northeast quarter of said Section 34 thence North 9 chains, more or less, to a point 23 rods 9 1/2 feet South of the Northwest corner of the Northeast quarter of said Section 34; thence East 80 rods; thence South 56 rods 7 feet; thence East 80 rods; thence South 160 rods to the place of beginning.

LESS that portion conveyed by Quit Claim Deed to the State Road Commission of Utah and recorded as Entry No. 2015, in Book 622, at Page 445 records of Utah County, Utah, and granted subject to the provision that no buildings of any kind or nature shall be constructed upon said described real property with the exception that the State Road Commission may, at its own risk, erect tool sheds or maintenance sheds thereon.

LESS that portion conveyed by Quit Claim Deed to the State Road Commission of Utah and recorded as Entry No. 2016, in Book 622 at Page 446, records of Utah County, Utah, and granted with the understanding that said described real property is to be used for irrigation canal purposes and that no buildings of any kind or nature shall be constructed thereon. Containing.

LESS that portion conveyed by Quit Claim Deed to the State Road Commission of Utah and recorded as Entry No. 1207, in Book 928, at Page 129 of records of Utah County, Utah. Contains: ±106 Acres

PARCEL #1 MAP

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

DRAWN BY:

JLR

SCALE:

1"=400'

DATE:

12/16/2010

LEI PROJECT #:

2008-0252

SHEET

1 of 2

EXHIBIT B



**ENGINEERS
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<i>CORNER DESIGNATION</i>	<i>WGS 84 LATITUDE</i>	<i>WGS 84 LONGITUDE</i>
1-A	40°04'50.69042"N	111°34'53.70488"W
1-B	40°04'46.80535"N	111°34'49.43221"W
1-C	40°04'44.15857"N	111°34'53.54059"W
1-D	40°04'46.04385"N	111°34'55.59776"W
1-E	40°04'46.78030"N	111°34'54.45192"W
1-F	40°04'48.90132"N	111°34'56.65599"W
2-A	40°04'58.86587"N	111°35'04.52331"W
2-B	40°04'57.59507"N	111°35'06.38808"W
2-C	40°04'58.59746"N	111°35'07.53792"W
2-D	40°04'59.86780"N	111°35'05.67388"W
3-B	40°04'57.48546"N	111°34'53.69475"W
3-C	40°04'57.19171"N	111°34'53.76074"W
3-D	40°04'56.45482"N	111°34'56.03229"W
3-E	40°04'56.64663"N	111°34'56.69513"W
3-F	40°04'57.49638"N	111°34'56.26851"W

PARCEL #1 MAP

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

**DRAWN BY:
JLR**

**SCALE:
1"=400'**

**DATE:
12/16/2010**

**LEI PROJECT #:
2008-0252**

SHEET

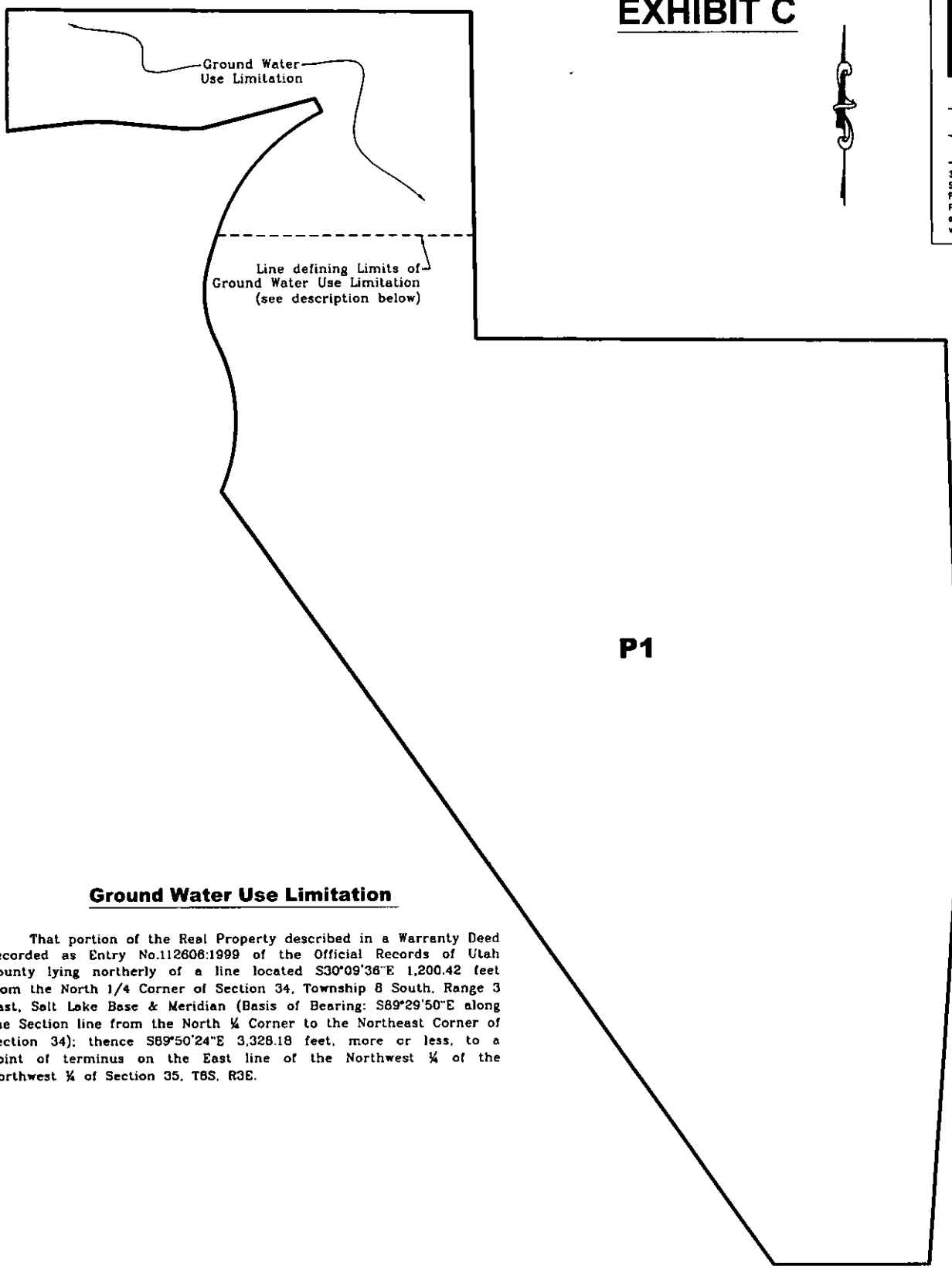
2 of 2

EXHIBIT C



**ENGINEERS
SURVEYORS
PLANNERS**

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Ground Water Use Limitation

That portion of the Real Property described in a Warranty Deed recorded as Entry No.112608:1999 of the Official Records of Utah County lying northerly of a line located S30°09'36"E 1,200.42 feet from the North 1/4 Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: S89°29'50"E along the Section line from the North ¼ Corner to the Northeast Corner of Section 34); thence S89°50'24"E 3,328.18 feet, more or less, to a point of terminus on the East line of the Northwest ¼ of the Northwest ¼ of Section 35, T8S, R3E.

**AREA WITHIN PARCEL #1 SUBJECT TO
GROUND WATER USE LIMITATION**

**THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH**

**DRAWN BY:
JLR**

**SCALE:
1"=400'**

**DATE:
12/16/2010**

**LEI PROJECT #:
2008-0252**

SHEET

1


EXHIBIT D

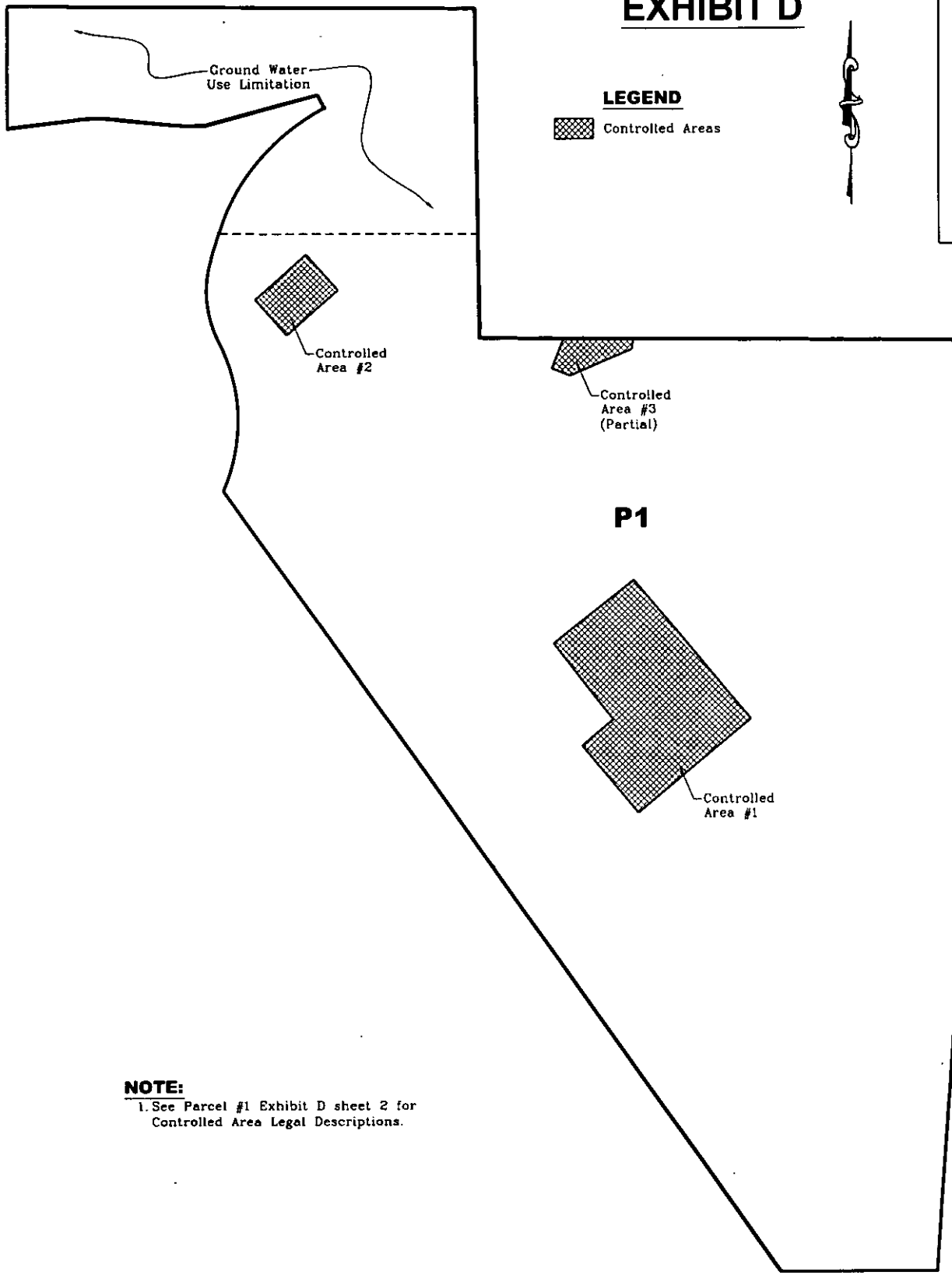


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LEGEND

 Controlled Areas



NOTE:

1. See Parcel #1 Exhibit D sheet 2 for Controlled Area Legal Descriptions.

**AREAS WITHIN PARCEL #1 SUBJECT TO
GARDEN USE RESTRICTIONS**

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

DRAWN BY:
JLR

SCALE:
1"=400'

DATE:
12/16/2010

LEI PROJECT #:
2008-0252

SHEET

1 of 2

EXHIBIT D



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CONTROLLED AREA #1

Beginning at a point located S23°27'27"W 2,183.05 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S40°08'21"E 514.76 feet; thence S50°04'00"W 416.89 feet; thence N39°55'04"W 248.99 feet; thence N50°08'01"E 116.16 feet; thence N38°32'44"W 274.89 feet; thence N51°46'18"E 292.29 feet to the point of beginning.

Contains: 4.22+/- acres

CONTROLLED AREA #2

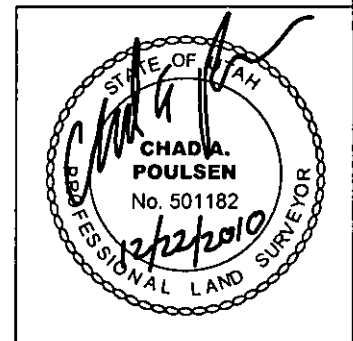
Beginning at a point located S55°30'34"W 2,073.89 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S48°28'32"W 193.81 feet; thence N41°19'46"W 135.22 feet; thence N48°28'29"E 193.74 feet; thence S41°21'38"E 135.22 feet to the point of beginning.

Contains: 26,203+/- s.f. or 0.60+/- acres

CONTROLLED AREA #3 (WITHIN PARCEL 1)

Beginning at a point located S41°01'34"W 1,217.58 feet and S9°47'31"W 402.24 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S9°47'31"W 30.11 feet; thence S67°09'26"W 191.71 feet; thence N69°18'15"W 55.07 feet; thence N21°07'47"E 92.18 feet; thence S89°36'55"E 200.09 feet to the point of beginning.

Contains: 15,505+/- s.f



AREAS WITHIN PARCEL #1 SUBJECT TO GARDEN USE RESTRICTIONS

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

DRAWN BY:

JLR

SCALE:

N.T.S.

DATE:

12/16/2010

LEI PROJECT #:

2008-0252

SHEET

2 of 2

EXHIBIT E

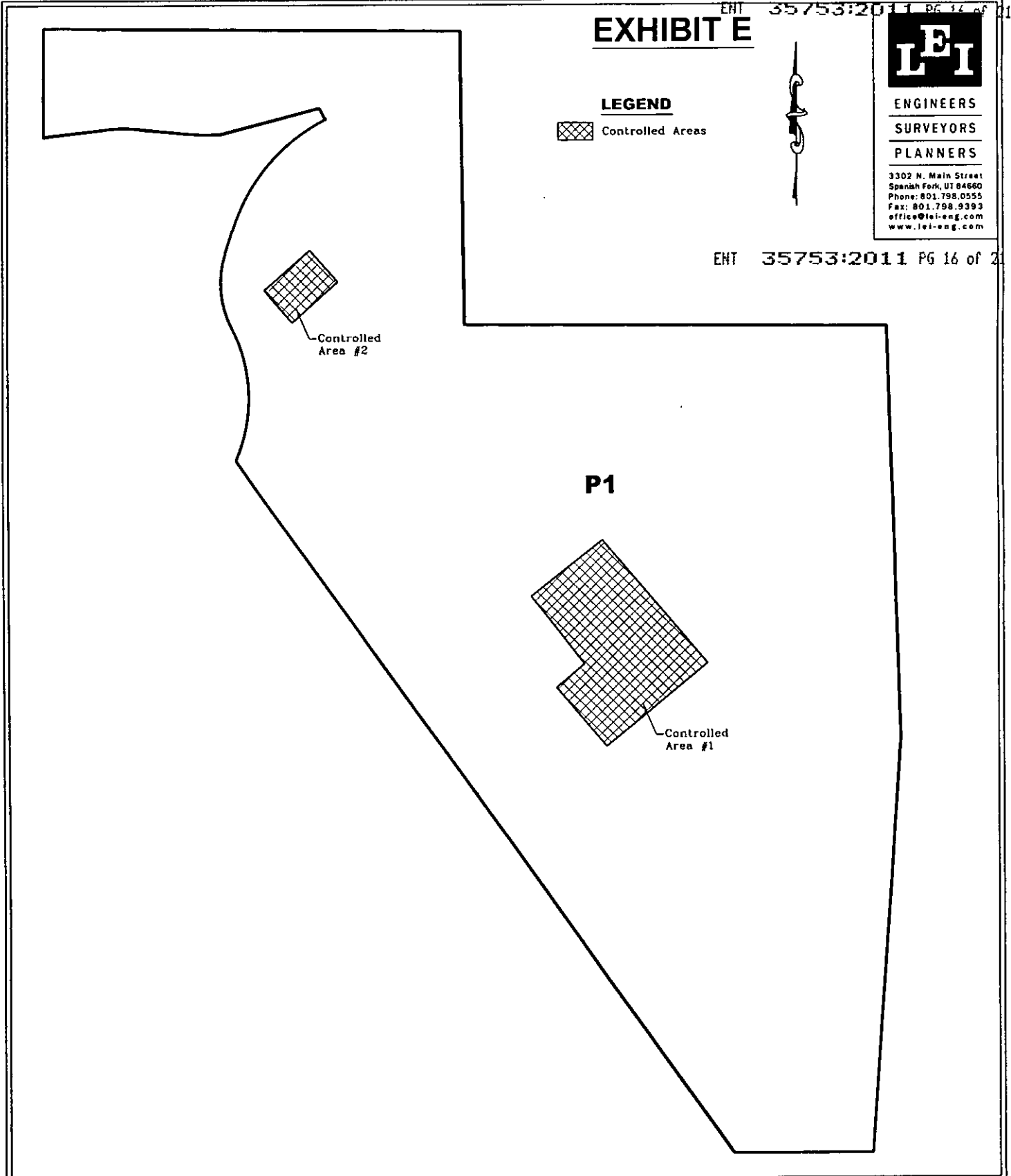
LEGEND

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**AREAS IN PARCEL #1 SUBJECT TO LIMITED
RESIDENTIAL USE RESTRICTION**

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

DRAWN BY:
JLR

SCALE:
1"=400'

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SHEET

1 of 2

EXHIBIT E



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CONTROLLED AREA #1

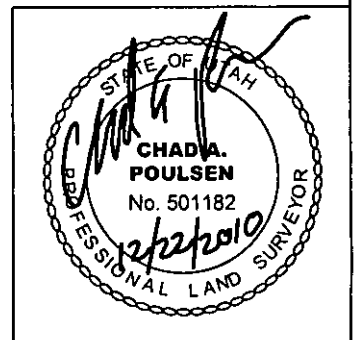
Beginning at a point located S23°27'27"W 2,183.05 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S40°08'21"E 514.76 feet; thence S50°04'00"W 416.89 feet; thence N39°55'04"W 248.99 feet; thence N50°08'01"E 116.16 feet; thence N38°32'44"W 274.89 feet; thence N51°46'18"E 292.29 feet to the point of beginning.

Contains: 4.22+/- acres

CONTROLLED AREA #2

Beginning at a point located S55°30'34"W 2,073.89 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S48°28'32"W 193.81 feet; thence N41°19'46"W 135.22 feet; thence N48°28'29"E 193.74 feet; thence S41°21'38"E 135.22 feet to the point of beginning.

Contains: 26,203+/- s.f. or 0.60+/- acres



**AREAS IN PARCEL #1 SUBJECT TO LIMITED
RESIDENTIAL USE RESTRICTION**

**THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH**

**DRAWN BY:
JLR**

**SCALE:
N.T.S.**

**DATE:
12/16/2010**

**LEI PROJECT #:
2008-0252**

SHEET

2 of 2

EXHIBIT F

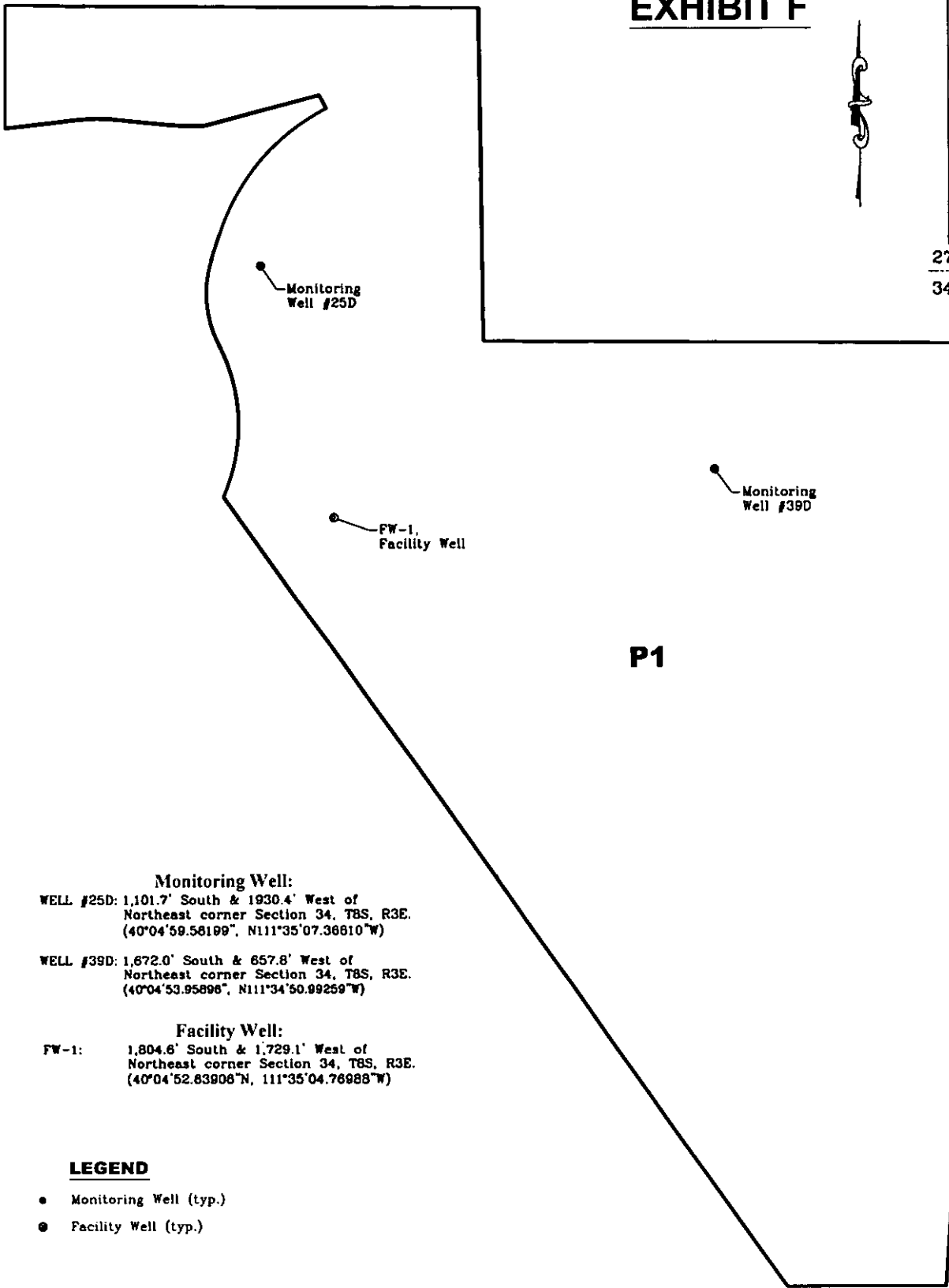


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27 | 28
34 | 35



Monitoring Well:
WELL #25D: 1,101.7' South & 1930.4' West of
Northeast corner Section 34, T8S, R3E.
(40°04'59.58199", N111°35'07.36610"W)

WELL #39D: 1,672.0' South & 657.8' West of
Northeast corner Section 34, T8S, R3E.
(40°04'53.95896", N111°34'50.99259"W)

Facility Well:
FW-1: 1,804.6' South & 1,729.1' West of
Northeast corner Section 34, T8S, R3E.
(40°04'52.83906"N, 111°35'04.76988"W)

LEGEND

- Monitoring Well (typ.)
- Facility Well (typ.)

**GROUND WATER MONITORING WELLS ON
PARCEL #1**

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

DRAWN BY:
JLR

SCALE:
1"=400'

DATE:
12/16/2010

LEI PROJECT #:
2008-0252

SHEET

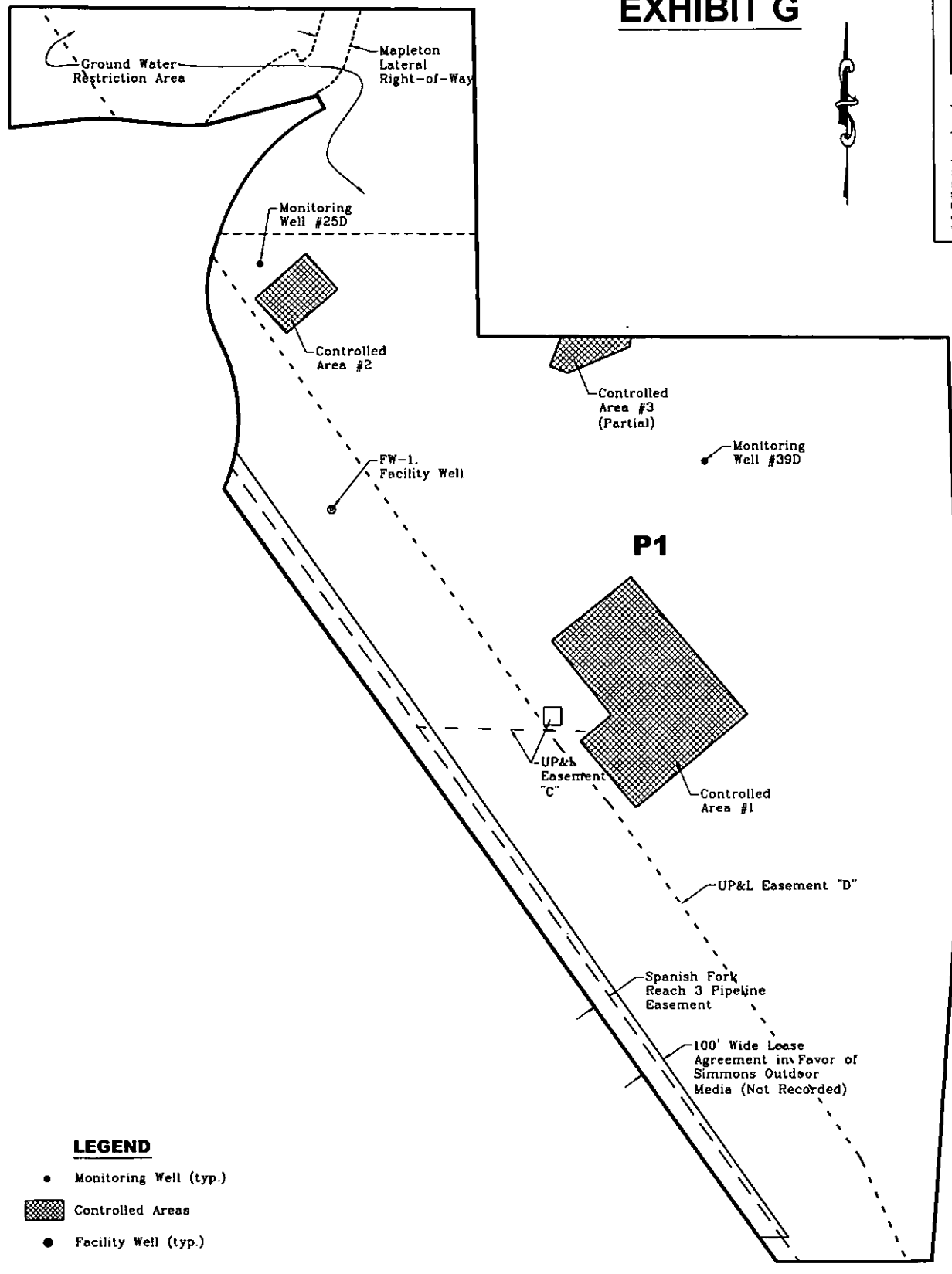
1

EXHIBIT G



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LEGEND

- Monitoring Well (typ.)
- ▨ Controlled Areas
- Facility Well (typ.)

ENCUMBRANCES ON PARCEL #1

THE ENSIGN-BICKFORD COMPANY
 SPANISH FORK, UTAH

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1 of 2

EXHIBIT G

UP&L EASEMENT "C"

A pole line Easement dated November 8, 1948 in favor of Utah Power and Light Company, the terms and conditions contained therein, recorded January 1, 1949 as Entry No. 5843:1949 in book 523 at page 351 of the Official Records.

SPANISH FORK CANYON-REACH 3 EASEMENT

A pipeline Easement dated August 31, 2009 in favor of United States of America, the terms and conditions contained therein, recorded October 10, 2009 as Entry No. 104710:2009 of the Official Records.

UP&L EASEMENT "D"

Correction of Easement recorded January 28, 2011 as Entry No. 8219:2011 of Official Records.

UNRECORDED EASEMENTS

1. The Mapleton Lateral pipeline right-of-way without a recorded easement. Location based on survey of found right-of-way monuments.
2. A Lease agreement within the first 100 feet of Highway 6 in favor of Simmons Outdoor Media.



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LIST OF ENCUMBRANCES ON PARCEL #1

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

DRAWN BY:
JLR

SCALE:
N.T.S.

DATE:
12/16/2010

LEI PROJECT #:
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2 of 2

EXHIBIT H



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Activity/Limitation	Action	Notification ¹
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> • Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation. • Verbal notification at least 7-days in advance of starting work. • Submit documentation/certification demonstrating compliance.
	Emergency Excavations	<ul style="list-style-type: none"> • Verbal notification of emergency incident within 24-hours. • Written follow-up documentation within 15 days.
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> • Written notification within 60-days of starting temporary irrigation. • Written notification if more than two irrigation seasons are needed. • Water metering and record keeping
Construction Limitation	Building and/or utility construction within areas identified as having the potential for subsurface indoor vapor intrusion	<ul style="list-style-type: none"> • Submittal of work plans, testing results, risk assessment results and/or design plans. • Approval required from Executive Secretary prior to commencing work.
Ground Water Use Without Treatment	Use of water without treatment (with the exceptions for Recovery Well R-1 and Facility Well 2 (FW-2))	<ul style="list-style-type: none"> • Written notification at least 120 days prior to planned water development or use. • Approval required from Executive Secretary and other applicable federal, state or local agencies. • Reporting and notification as specified in this SMP related to the use and monitoring of FW-2
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> • Maintain records of five-year inspections. • Written notification of repairs to or replacement of survey markers.
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> • Oral notification within 15 days of becoming aware of such detection. • Written notification within 30 days.

¹Notify the Executive Secretary

PROPERTY OWNER NOTIFICATION REQUIREMENTS

THE ENSIGN-BICKFORD COMPANY
SPANISH FORK, UTAH

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1