

Return to:  
1<sup>st</sup> Liberty Title LC  
9488 Union Square  
Sandy, UT 84070  
File 1803084

## AFFIDAVIT REGARDING EXHIBIT TO EASEMENT AND AGREEMENT

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

Jax Hale Pettey, the affiant herein, upon oath, states as follows:

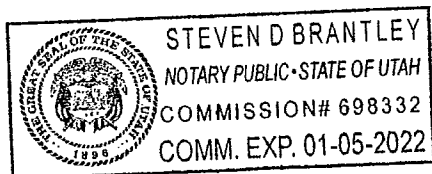
1. He is employed at 1<sup>st</sup> Liberty Title LC, is over the age of 21 years, is a resident of the State of Utah, and is competent in every way to make this affidavit;
2. He caused to be recorded a certain Grant of Easement and Agreement, which was recorded in the office of the Utah County Recorder on July 20, 2018 as Entry No. 68662:2018.
3. There was an Exhibit that was intended to be included as an attachment to that document (Exhibit "B") which was not attached due to error.
4. Following this page of this Affidavit is the document as it was intended to be recorded, with Exhibit "B" included.
5. **The legal description for the property is included as Exhibit "A" and is incorporated herein by reference. The property is situate in Utah County, State of Utah.**
6. Notice is hereby given of the intent of the parties to have Exhibit "B" attached and included in that document, and this Affidavit gives notice to any and all interested parties of the contents therein.

DATED this 16<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Jax Hale Pettey

On the 16<sup>th</sup> day of August, 2018, personally appeared before me Jax Hale Pettey, who, upon oath, did state that he executed the foregoing and that the information contained therein is true and correct.

\_\_\_\_\_  
Notary Public



**When Recorded Return To:**  
 The Ensign-Bickford Company  
 c/o D. Brent Rose, Esq.  
 One Utah Center, Suite 1300  
 201 South Main Street  
 Salt Lake City, UT 84111-2216

Above Space For Recorder's Use Only

## GRANT OF EASEMENT AND AGREEMENT

**THIS GRANT OF EASEMENT AND AGREEMENT** ("Grant of Easement"), is made and entered into as of this 19 day July, 2018, by and among TERRACOM DEVELOPMENT LLC, a Utah limited liability company, its successors-in-interest and assigns ("Grantor"), and THE ENSIGN-BICKFORD COMPANY, a Connecticut corporation, its successors-in-interest and assigns ("Grantee"). (Grantor and Grantee are sometimes referred to herein collectively as the "Parties".)

### RECITALS

A. Grantor and Grantee (being sometimes referred to herein individually as a "Party" and collectively as the "Parties"), have entered into that certain Real Estate Purchase and Sale Agreement, dated effective as of May 18, 2018 (the "Purchase Contract"), pursuant to which Grantee has conveyed to Grantor that certain real property consisting of approximately 460 acres of land situated in Mapleton City, State of Utah, more particularly described in EXHIBIT "A" hereto and incorporated herein by reference (the "Land").

B. Section 2.2(a)(4) of the Purchase Contract provides, in summary, that Grantee, and its successors-in-interest and assigns, and their contractors, shall at all times have and maintain, and Grantor shall be obligated to provide to Grantee: (i) access suitable for vehicles, equipment, and/or pedestrians over, across and through any and all public and private roads within the Land as developed and over across and through all Controlled Areas (as defined in the Purchase Contract and comprising those areas of the Land upon and within which certain legal and environmental constraints, obligations and use and activity limitations apply and govern, as more particularly described in the Environmental Covenants attached as EXHIBIT "B" hereto and incorporated herein by reference and further defined in Recitals C and D below); (ii) limited easements and rights of way over, under, in, across and through such other portions of the Land and Controlled Areas, as determined to be necessary by Grantee, and (iii) the right, at any time, to occupy and use such portions of the Land and Controlled Areas, as Grantee, in its reasonable, sole discretion, shall deem necessary, so as to enable Grantee to perform any and all of its current and prospective Remediation Obligations under the Continuing Environmental Covenant Documents, as defined in Section 2.2(a)(1) of the Purchase Contract, and/or other applicable agreements, laws and regulations of the State of Utah Department of Environmental Quality, the United States of America Environmental Protection Agency, and/or the City of Mapleton, relating to the Land and Controlled Areas.

C. The Environmental Covenants, and those documents which describe those continuing obligations of the Grantee and the activity and use limitations to which the Land and Controlled Areas are subject, include but are not limited to: (i) the environmental covenants entered into by and between Seller and the Executive Secretary of the Utah Solid and Hazardous Waste Control Board, now known as the Utah Waste Management and Radiation Control Board, recorded under Entry Nos. 35753:2011, 61095:2011, 35754:2011, 35755:2011, 61096:2011, 61097:2011, 61101:2011 and 61105:2011, in the {01360998-1 }

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ENT 85095:2018 PG 3 of 185

Above Space For Recorder's Use Only

## GRANT OF EASEMENT AND AGREEMENT

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### RECITALS

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B. Section 2.2(a)(4) of the Purchase Contract provides, in summary, that Grantee, and its successors-in-interest and assigns, and their contractors, shall at all times have and maintain, and Grantor shall be obligated to provide to Grantee: (i) access suitable for vehicles, equipment, and/or pedestrians over, across and through any and all public and private roads within the Land as developed and over across and through all Controlled Areas (as defined in the Purchase Contract and comprising those areas of the Land upon and within which certain legal and environmental constraints, obligations and use and activity limitations apply and govern, as more particularly described in the Environmental Covenants attached as EXHIBIT "B" hereto and incorporated herein by reference and further defined in Recitals C and D below); (ii) limited easements and rights of way over, under, in, across and through such other portions of the Land and Controlled Areas, as determined to be necessary by Grantee, and (iii) the right, at any time, to occupy and use such portions of the Land and Controlled Areas, as Grantee, in its reasonable, sole discretion, shall deem necessary, so as to enable Grantee to perform any and all of its current and prospective Remediation Obligations under the Continuing Environmental Covenant Documents, as defined in Section 2.2(a)(1) of the Purchase Contract, and/or other applicable agreements, laws and regulations of the State of Utah Department of Environmental Quality, the United States of America Environmental Protection Agency, and/or the City of Mapleton, relating to the Land and Controlled Areas.

C. The Environmental Covenants, and those documents which describe those continuing obligations of the Grantee and the activity and use limitations to which the Land and Controlled Areas are subject, include but are not limited to: (i) the environmental covenants entered into by and between Seller and the Executive Secretary of the Utah Solid and Hazardous Waste Control Board, now known as the Utah Waste Management and Radiation Control Board, recorded under Entry Nos. 35753:2011, 61095:2011, 35754:2011, 35755:2011, 61096:2011, 61097:2011, 61101:2011 and 61105:2011, in the (01360998-1 )

official records of the Utah County Recorder, copies of which are attached hereto as Exhibit B (collectively or individually, the "Environmental Covenants"); (ii) the Purchase Contract; (iii) that certain Stipulation and Consent Order issued by the Utah Water Quality Board on August 2, 1991 (the "Consent Order"); (iv) that certain Site Investigation Summary and Corrective Action Plan, dated May, 2002, Revised April, 2004 ("Corrective Action Plan"); (v) that certain RCRA Facility Investigation Report dated May, 2007 ("RCRA Investigation Report"); (vi) that certain Interim Measures Report, dated February, 2007 ("Interim Measures Report"); (vii) that certain RCRA Corrective Measures Implementation Report, dated December, 2009 ("Corrective Measures Implementation Report"); (viii) that certain Site Management Plan prepared for The Ensign Bickford Company, Spanish Fork, Utah and the Spanish Fork Technical Committee, by Charter Oak Environmental Services, Inc., dated December, 2009 and revised April, 2010 and August, 2010 (the "Site Management Plan"); (ix) all documentation describing the Controlled Areas and the continuing covenants and limitations which apply to and govern the Controlled Areas, as defined below (the "Controlled Areas Documentation"); (x) that certain Addendum to Stipulation and Consent Order between Seller and the Utah Water Quality Board dated January 30, 2007; (xi) that certain Well Agreement between Seller and the Spanish Fork City Corporation dated June 25, 2008 (the Spanish Fork Well Agreement); and (xii) that certain Agreement between Seller and Mapleton City Corporation dated December 24, 1997 (the "Mapleton Agreement"), and (xiii) any and all related environmental covenants, conditions, obligations, permits, licenses, administrative approvals and orders, judgments, pre-existing agreements, contracts, laws, regulations, and/or other documents related thereto (collectively, the "Continuing Environmental Covenant Documents").

D. The Environmental Covenants obligate Grantee, among other things, to perform certain ongoing and prospective environmental investigation, monitoring, inspecting, sampling and remediation work and activities related to the Land, Grantee's and/or Grantee's predecessors-in-interest's activities formerly or now conducted thereon or therein (collectively, "Remediation Obligations"), which are to be conducted on certain portions of the Land, including those portions of the Land necessary for Remediation Obligations, and/or which impose use and activity limitations involving certain aspects of the Land, including those portions of the Land upon which the Grantee's monitoring and recovery wells and related appurtenances are situated as described in the Purchase Contract, which are subject to the environmental covenants, constraints, obligations and use and activity limitations as set forth in the Continuing Environmental Covenant Documents (the "Controlled Areas").

E. This Grant of Easement is made in satisfaction of the requirements and covenants set forth in Section 2.2(4)(a) of the Purchase Contract, as set forth in the foregoing Recitals.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT AND RIGHT-OF-WAY.** Grantor hereby GRANTS AND CONVEYS to Grantee, and its successors-in-interest, assigns, representatives and contractors, and Grantee hereby accepts, for itself and its successors and assigns, and agrees to be bound by the terms and conditions of the following easements and rights-of-way (the "Easements"):

1.1. An easement and right-of-way over, across and through any and all of the Land as follows: (i) access suitable for vehicles, equipment, and/or pedestrians, over and across any and all public and private roads existing or to be developed within the Land; (ii) if and to the extent existing roads do not provide reasonable access, an easement and right of way over, under, in, across and through such other portions of the Land, sufficient to provide such access suitable for vehicles, equipment, and/or pedestrians, as shall be reasonably necessary to any existing or future remediation, well site and the Controlled Areas, if necessary; and (iii) such occupancy and use of such portions of the Land and Controlled Areas, including those portions of the Land upon which the Grantee's monitoring and

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recovery wells and related appurtenances are situated as described in the Purchase Contract in existence on the effective date of this Grant of Easement, as more particularly described in EXHIBIT "C" hereto and incorporated herein by reference (each of the above an "Easement Area" and, collectively, the "Easement Areas"), as Grantee shall deem necessary, in its sole discretion, for the purposes described herein. Each of the forgoing purposes shall be limited to such access, use and activity in connection therewith as shall be reasonably necessary to enable Grantee to perform and satisfy any and all of Grantee's current and prospective Remediation Obligations pursuant to the Continuing Environmental Covenant Documents and/or other applicable agreements, laws and regulations of the State of Utah Department of Environmental Quality, the United States of America Environmental Protection Agency, and/or the City of Mapleton, relating to the Land and Controlled Areas and Grantee's Remediation Obligations in connection therewith.

1.2. The design, development and use of the Land and Controlled Areas as it is developed by Grantor under its development plan for the Land and Controlled Areas will be such as to accommodate this Easement and Grantee's rights and interests hereunder, in satisfaction of all of Grantee's Remediation Obligations and related requirements, and shall be consistent with all activity and use limitations set forth in the Environmental Covenants.

1.3. It is acknowledged and agreed that, except for existing monitoring and recovery wells and related appurtenances, Grantee will be unable to define the precise access routes and parcels required to be used by Grantee for the purposes described in the foregoing Easements until the land use and development plan for the Land described at Exhibit A is further defined by Grantor. As the land use plan is defined, and roads and improvements are installed by Grantor or its assigns in connection with the development of the Land, Grantor will either grant to Grantee such further easements in a form substantially identical to the foregoing Easements or include such easements in any recorded subdivisions or development plat or plats so as to legally describe and document the actual location of such access routes and parcels as a matter of public record. The Parties shall cooperate in refining and adjusting from time to time the easements granted hereunder to accommodate their respective interests in both remedial work within the Controlled Areas and development of the Land.

**2. THE EASEMENTS GRANTED HEREUNDER ARE GRANTED WITH AND SUBJECT TO THE FOLLOWING RIGHTS, RESTRICTIONS AND CONDITIONS:**

2.1. Expressly subject to Grantee's rights as the holder of the dominate estate for the purposes set forth herein, Grantor shall have the right, subject to any restrictions and/or activity and use limitations imposed by the Continuing Environmental Covenant Documents with respect to the Land, including the Controlled Areas, at any time and from time to time, to use any of the Easement Areas for its own purposes, including, without limitation, the right to cross and re-cross the Easement Areas with equipment, personnel, overhead power lines, underground power and pipe lines, access roads, and other utilities and purposes at any location or locations, so long as such use does not unreasonably interfere with the exercise by Grantee of its rights, interest and estate hereunder.

2.2. Grantee will not otherwise make any use of an Easement Area that is unreasonably inconsistent with, or will unreasonably interfere in any manner with, Grantor's usual and customary operation, maintenance or repair of installations and improvements developed by Grantor that cross over, under or above the Land, or Grantor's proposed development of the Land and surrounding property. Grantee shall not object to another grant of easement, license, or other rights granted by Grantor to third parties within the Easement Areas so long as such easements, licenses, or improvements (1) do not unreasonably interfere with the Grantee's rights, interest and estate hereunder, and (2) are consistent with the activity and use limitations set forth in the Environmental Covenants. Grantor and any third party will consult with Grantee prior to installation of any improvements that might interfere with

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the enjoyment by Grantee of its rights, interests and estate hereunder.

2.3. To the extent that dedicated public roads and or public easements are ultimately made available in connection with Grantor's development of the Land, which may reasonably be substituted for any one or more of the Easement Areas, which road or easement is sufficient to enable Grantee, in its sole discretion, to fully exercise its rights, interests, and estate herein, and/or in the event this Easement in total, or a particular Easement Area, is no longer required for the purposes of Grantee as stated herein, Grantee shall be obligated to terminate or otherwise release this Easement or such Easement Area, by recording in the official records of the Utah County Recorder a written notice of termination or release, in form and substance satisfactory to Grantor and Grantee.

2.4. To the fullest extent provided by law, Grantee shall defend and indemnify and hold harmless Grantor (and its members, managers, officers, directors, employees and agents) from and against any and all liabilities, damages, losses, costs and expenses, including reasonable attorney fees, incurred on account of injury to persons or damage to property occurring within an Easement Area arising directly or indirectly from Grantee's, or its contractors' exercise of any right, interest or estate granted to Grantee under this Grant of Easement, except to the extent such liability, damage, loss, cost and expense arises out of the negligence or misconduct of Grantor. Grantee shall at all times maintain adequate commercial liability insurance, with reasonable coverage limits, to protect against such liability.

2.5. This Easement, and the covenants, conditions and restrictions contained herein (whether affirmative or negative in nature) shall (a) create an equitable servitude on the Land in favor of Grantee, (b) constitute a covenant running with the Land, and (c) be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest, assigns and contractors.

2.6. Except as provided in Section 2.3 herein, this Grant of Easement may not be terminated, extended, modified, or amended without the mutual consent of the Parties, and any such termination, extension, modification or amendment shall be effective only on recordation in the official records of Utah County, Utah, of a written document effectuating the same, executed and acknowledged by the Parties.

2.7. This Grant of Easement shall be construed in accordance with and governed by the laws of the State of Utah and all requirements contained in the Continuing Environmental Covenant Documents. If any legal action or proceeding arising out of or relating to this Grant of Easement is brought by either Party, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, reasonable attorney fees, costs and expenses that may be incurred in any action or proceeding by the prevailing Party.

2.8. This Grant of Easement may be amended or supplemented in order to make provision for the curing of any ambiguity, or of curing or correcting any defective provision contained herein. If any provision of this Grant of Easement is held to be void or unenforceable, in whole or in part, such holding shall not affect the validity and enforceability of the remainder of this Grant of Easement, and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

2.9. This Grant of Easement is entered into pursuant to the Purchase Contract, the terms and conditions of which shall survive the execution and delivery of this instrument. The Easement granted herein shall remain subject to and be construed in conformance with the applicable terms and conditions of the Purchase Contract.

2.10. The Recitals first set forth above and all Exhibits referenced herein and attached hereto are hereby incorporated into and made a part of this Agreement.

2.11. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

WITNESS, the hand of Grantor this 17 day of July, 2018.

**GRANTOR:**

**TERRACOM DEVELOPMENT LLC,**  
a Utah limited liability company

By: [Signature]  
Name: [INSERT NAME]  
Its: Manager

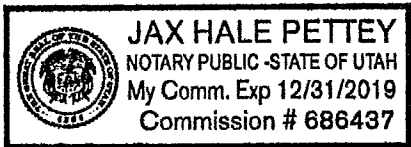
**GRANTEE:**

**THE ENSIGN - BICKFORD COMPANY,**  
a Connecticut corporation

By: [Signature]  
Name: Dorothy T. Hammett  
Its: President

STATE OF UTAH        )  
                              : ss.  
COUNTY OF UTAH    )

The foregoing instrument was acknowledged before me this 19 day of July, 2018, by Kinnon Sandlin, the manager, of Terracom Development LLC, a Utah limited liability company.



[Signature]  
NOTARY PUBLIC

STATE OF CONNECTICUT    )  
                                      : ss.  
COUNTY OF Hartford    )

The foregoing instrument was acknowledged before me this 22 day of June, 2018, by Dorothy T. Hammett, the President of The Ensign-Bickford Company, a Connecticut corporation.

**JAMES J. SCHRIBERT**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2022

[Signature]  
NOTARY PUBLIC

**EXHIBIT "A"**  
**To Grant of Easement**





LEI  
 LEGAL ENGINEERING  
 INC.  
 1000 N. 1000 E.  
 SUITE 100  
 SALT LAKE CITY, UT 84143  
 (801) 488-1111  
 www.lei-eng.com

**LEGAL DESCRIPTIONS  
 PREPARED FOR  
 ENSIGN-BICKFORD  
 Spanish Fork, Utah  
 (November 19, 2015)**

**SURVEY BOUNDARY DESCRIPTIONS**

**PARCEL "A"**

A portion of Sections 26, 27, 34, & 35, Township 8 South, Range 3 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of Section 27, T8S, R3E, S.L.B. & M.; thence  $N0^{\circ}11'11''W$  along the 1/4 Section line 1,346.48 feet to the southwest corner of lands of Utah Power & Light Company; thence along said lands  $S89^{\circ}30'16''E$  1,325.51 feet to the west side of 'Parcel C' as described on a Survey Plan prepared by Jack Johnson Company and filed with the County Surveyor's Office; thence along said Parcel the following 2 (two) courses:  $S0^{\circ}10'05''E$  12.85 feet; thence  $N89^{\circ}58'03''E$  1,325.46 feet to east line of said Section 27; thence  $N0^{\circ}09'03''W$  along the Section line 1,018.03 feet to said lands of Utah Power & Light; thence  $N89^{\circ}49'10''E$  along said lands 1,287.28 feet to the 1/16th (40 acre) line; thence  $S0^{\circ}10'07''W$  along the 1/16 Section line 1,116.04 feet; thence  $N89^{\circ}29'09''E$  15.00 feet; thence  $S17^{\circ}29'47''E$  245.02 feet; thence  $S54^{\circ}32'32''W$  91.14 feet; thence  $S89^{\circ}57'45''W$  15.26 feet to the 1/16 Section line; thence  $S0^{\circ}10'07''W$  along said line 948.02 feet to the Southeast Corner of the SW1/4 of the SW1/4 of Section 26; thence  $S0^{\circ}23'11''E$  along the 1/16th Section line 1,328.18 feet to the Southeast Corner of the NW 1/4 of the NW 1/4 of Section 35; thence  $N89^{\circ}30'31''E$  along the 1/16th Section Line 54.41 feet to the westerly line of lands of Utah Power & Light; thence along said property the following four (4) courses:  $S0^{\circ}17'59''E$  21.82 feet; thence  $N89^{\circ}42'01''E$  91.58 feet; thence  $S17^{\circ}31'05''W$  2,212.67 feet; thence  $S42^{\circ}31'08''E$  694.61 feet to the 1/16th Section line; thence  $S2^{\circ}35'19''W$  along the 1/16th Section line 1,347.76 feet to the Southeast Corner of the SW1/4 of the SW1/4 of Section 35; thence  $N89^{\circ}36'11''W$  along the Section line 687.72 feet to the easterly right-of-way line of US Highway 6 & 89; thence  $N35^{\circ}22'30''W$  along said right-of-way line 4,359.23 feet; thence northwesterly along the arc of a 490.00 foot radius non-tangent curve to the left (radius bears:  $N65^{\circ}20'18''W$ ) 444.99 feet through a central angle of  $52^{\circ}02'00''$  (chord:  $N1^{\circ}21'18''W$  429.86 feet) to a point of reverse curvature; thence along the arc of a 310.00 foot radius curve to the right 243.50 feet through a central angle of  $45^{\circ}00'18''$  (chord:  $N4^{\circ}52'09''W$  237.29 feet); thence  $N17^{\circ}38'00''E$  78.10 feet; thence along the arc of a 600.00 foot radius curve to the right 344.24 feet through a central angle of  $32^{\circ}52'21''$  (chord:  $N34^{\circ}04'11''E$  339.54 feet) to the southerly line of that real property described in Deed Entry No. 43011:2011; thence along said real property the following twelve (12) courses:  $S36^{\circ}54'22''E$  162.96 feet; thence along the arc of a 597.00 foot radius curve to the left 243.00 feet through a central angle of  $23^{\circ}19'19''$  (chord:  $S48^{\circ}34'01''E$  241.33 feet); thence along the arc of a 797.00 foot radius curve to the left 363.70 feet through a central angle of  $26^{\circ}08'47''$  (chord:  $S73^{\circ}18'04''E$  360.56 feet); thence along the arc of a 347.00 foot radius curve to the left 139.92 feet through a central angle of  $23^{\circ}06'12''$  (chord:  $N82^{\circ}04'26''E$  138.97 feet); thence  $N70^{\circ}31'20''E$  12.86 feet; thence along the arc of a 347.00 foot radius curve to the left 350.85 feet through a central angle of  $57^{\circ}55'53''$  (chord:  $N41^{\circ}33'24''E$  336.09 feet); thence  $S77^{\circ}24'33''E$  20.00 feet; thence northwesterly along the arc of a 367.00 foot radius curve to the left (radius bears:  $N77^{\circ}24'34''W$ ) 175.20 feet through a central angle of  $27^{\circ}21'08''$  (chord:  $N1^{\circ}05'07''W$  173.54 feet);

thence N14°45'42"W 311.55 feet; thence along the arc of a 719.92 foot radius curve to the right 263.88 feet through a central 21°00'04" (chord: N4°15'40"W 262.41 feet); thence N39°54'41"W 6.79 feet; thence N50°05'19"E 7.16 feet; thence northeasterly along the arc of a 719.92 foot radius non-tangent curve to the right (radius bears: S82°58'32"E) 105.54 feet through a central angle of 8°23'58" (chord: N11°13'27"E 105.44 feet) to the north line of Section 34; thence N89°29'50"W along the Section Line 715.86 feet to the westerly line of that real property described in Deed Entry No. 43011:2011; thence along said westerly line the following five (5) courses: S16°13'00"W 514.06 feet; thence southwesterly along the arc of a 52.57 foot radius non-tangent curve to the right (radius bears: N73°37'30"W) 42.52 feet through a central angle of 46°20'32" (chord: S39°32'46"W 41.37 feet); thence S62°44'33"W 10.09 feet; thence southwesterly along the arc of a 767.15 foot radius non-tangent curve to the right (radius bears: N25°49'23"W) 166.98 feet through a central angle of 12°28'16" (chord: S70°24'45"W 166.65 feet); thence southwesterly along the arc of a 778.48 foot radius non-tangent curve to the left (radius bears: S39°31'08"E) 173.74 feet through a central angle of 12°47'13" (chord: S44°05'16"W 173.37 feet) to the north line of that real property described in Deed Entry No. 2015:1953; thence northeasterly along the arc of a 766.34 foot radius non-tangent curve to the right (radius bears: N2°00'08"W) 103.18 feet through a central angle of 7°42'52" (chord: N88°08'42"W 103.10 feet); thence N84°17'16"W 144.41 feet; thence along the arc of a 523.14 foot radius curve to the left 112.57 feet through a central angle of 12°19'44" (chord: S89°32'52"W 112.35 feet); thence S83°23'00"W 202.69 feet; thence N0°13'27"E 62.87 feet; thence N89°58'12"W 133.67 feet; thence northwesterly along the arc of a 2,662.80 foot radius non-tangent curve to the right (radius bears: N61°16'27"E) 596.31 feet through a central angle of 12°49'51" (chord: N22°18'37"W 595.07 feet); thence S87°33'00"E along a fence line 362.50 feet; thence North 128.00 feet to the point of beginning.

Contains: ± 429.12 Acres

**PARCEL "B"**

A portion of the NW1/4 of Section 35, Township 8 South, Range 3 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at the Southwest Corner of the SE1/4 of the NW1/4 of Section 35, T8S, R3E, S.L.B.& M.; thence N0°23'11"W along the 1/16th (40 acre) Section line 8.60 feet to the easterly line of lands of Utah Power & Light Company; thence along said property the following 3 (three) courses: N17°31'05"E 1,362.30 feet; thence N89°42'01"E 21.67 feet; thence N17°10'02"E 25.04 feet; thence N89°30'31"E along the 1/16th Section line 793.68 feet to the Northeast Corner of the SE1/4 of the NW1/4 of Section 35, thence S1°01'07"W along the 1/4 Section line 1,335.15 feet to the center of said Section 35; thence S89°49'42"W along the 1/4 Section line 1,208.98 feet to the point of beginning.

Contains: ±30.98 Acres

**EXHIBIT "B"**  
**To Grant or Easement**

ENT ~~61105~~ : 2011 PG 1 of 23  
~~Jeffery Smith~~  
~~Utah County Recorder~~  
~~2011 Aug 30 03:18 PM FEE 60.00 BY SS~~  
~~RECORDED FOR Holland & Hart LLP - SLC~~  
~~ELECTRONICALLY RECORDED~~

When Recorded Return To:

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

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 11**

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 459 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 459 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 11, a map and legal description of which can be found in Exhibit B (the "Parcel"), which is approximately 29.8+/- 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 on Parcel 11 until such time as the Executive Secretary approves the removal or modification of this limitation.

b. Garden Use and Irrigation Restriction. Owner agrees that, unless otherwise approved by the Executive Secretary, the areas described in and designated on the map contained in Exhibit C (1) shall not be used for fruit or vegetable gardens, fruit trees, or other edible plants, (2) shall not be irrigated or 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. Construction Restriction. Owner agrees that before construction of any buildings or utility corridors is commenced in the areas described in and designated on the map contained in Exhibit D, Owner must meet one of the following requirements:

(i) The Executive Secretary has determined that levels of volatile organic compounds (VOCs) are within acceptable risk levels;

(ii) Soils containing VOCs are removed until levels acceptable to the Executive Secretary are achieved; or

(iii) Engineering controls approved by the Executive Secretary to mitigate exposure to VOCs are designed and installed during building or utility corridor construction.

d. Ground Water Recovery System. Owner agrees that, until such time as the Executive Secretary agrees that operation of the ground water recovery system approved

by the Executive Secretary is no longer necessary, the areas identified in Exhibit E used for components of the ground water recovery system (1) shall not be used in a manner which will interfere with the operation, maintenance, monitoring and repair of the ground water recovery system, and (2) shall not be transferred without the Owner obtaining the necessary easements, rights-of-way and/or access agreements to permit the uninterrupted operation, maintenance, monitoring and repair of the ground water recovery system.

e. 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.

f. 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 and Irrigation Restriction or the Construction 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.

g. 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.

h. 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 I.

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. 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
- f. to the extent that any other interests in or encumbrances on the Parcel conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have been asked to subordinate such interests or encumbrances to the Environmental Covenant, and, if they have agreed, have executed the subordination agreement in Exhibit H.

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 and to any person holding an interest in or encumbrance on the portion of the Parcel to which an activity or use limitation applies 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**

  
\_\_\_\_\_

8/26/2011  
Date

By: Peter Barnett

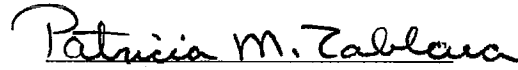
Its: President

State of Connecticut )  
County of Hartford )

ss: Simsbury

Peter Barnett Before me, a notary public, in and for said county and state, personally appeared 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 26<sup>th</sup> day of August, 2011.

  
Notary Public

**PATRICIA M. ZABBARA**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES 6/30/2013**

Utah Solid and Hazardous Waste Control Board



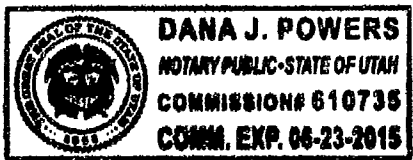
Scott T. Anderson, Executive Secretary

8/25/2011  
Date

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

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 25 day of August, 2011.

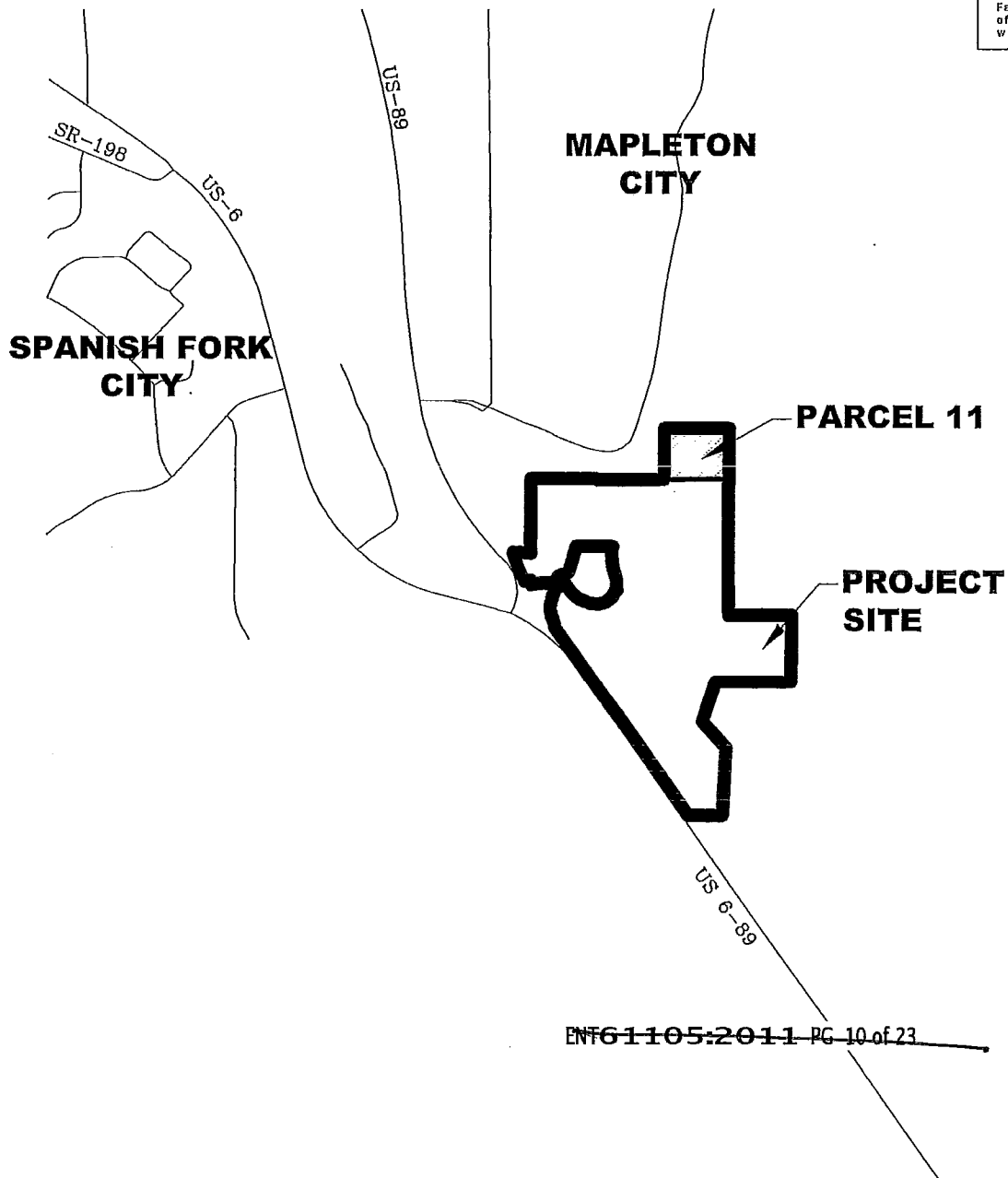
  
Notary Public

# EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84689  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



ENT61105:2011 PG 10 of 23

## 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

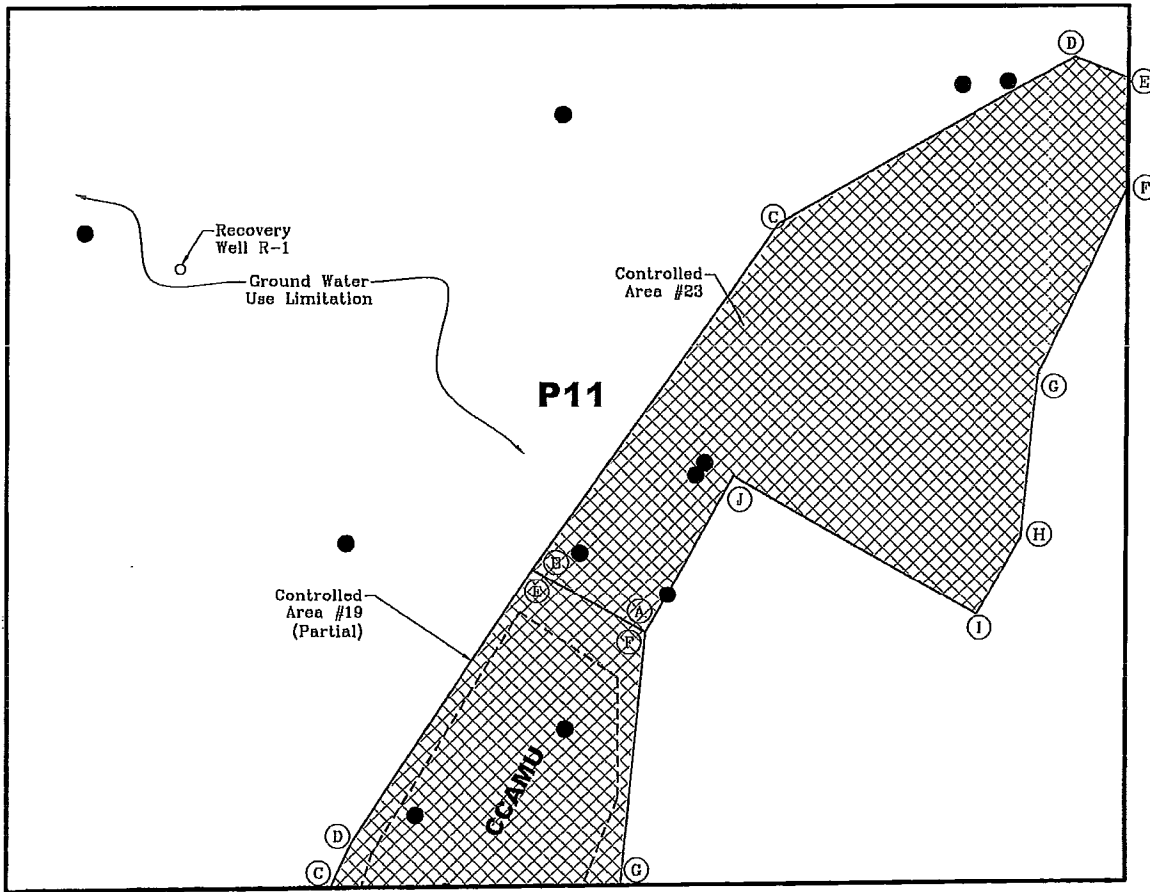
## LEGEND

-  Controlled Areas
-  Monitoring Well (typ.)
-  Recovery Well (typ.)



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
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Phone: 801.798.0555  
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www.lei-eng.com



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### PARCEL #11

A portion of the Northwest Quarter of the Southwest Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at a point located N0°09'03"W along the Section Line 1,346.21 feet from the Southeast Corner of Section 27, T8S, R3E, S.L.B.& M.; thence N0°09'03"W along the Section Line 1,018.03 feet; thence N89°49'10"E 1,287.28 feet; thence S0°10'07"W 1,003.19 feet; thence S89°09'25"W 1,281.78 feet to the point of beginning

## PARCEL #11 MAP

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

DRAWN BY:  
**JLR**

SCALE:  
**1"=200'**

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

**1 of 2**

# EXHIBIT B



**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0665  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

<i>CORNER DESIGNATION</i>	<i>WGS 84 LATITUDE</i>	<i>WGS 84 LONGITUDE</i>
19-C	40°05'23.84231"N	111°34'37.81580"W
19-D	40°05'24.34147"N	111°34'37.51135"W
19-E	40°05'27.48129"N	111°34'34.87199"W
19-F	40°05'26.76409"N	111°34'33.20844"W
19-G	40°05'23.89301"N	111°34'33.56740"W
23-A	40°05'26.76409"N	111°34'33.20844"W
23-B	40°05'27.48129"N	111°34'34.87199"W
23-C	40°05'31.40922"N	111°34'31.25851"W
23-D	40°05'33.30713"N	111°34'26.87718"W
23-E	40°05'33.06972"N	111°34'26.09952"W
23-F	40°05'31.84377"N	111°34'26.10259"W
23-G	40°05'29.72281"N	111°34'27.41546"W
23-H	40°05'27.87465"N	111°34'27.66013"W
23-I	40°05'26.99196"N	111°34'28.31214"W
23-J	40°05'28.54770"N	111°34'31.92002"W

~~ENT 61105:2011 PG 12 of 23~~

## PARCEL #11 MAP

**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 C

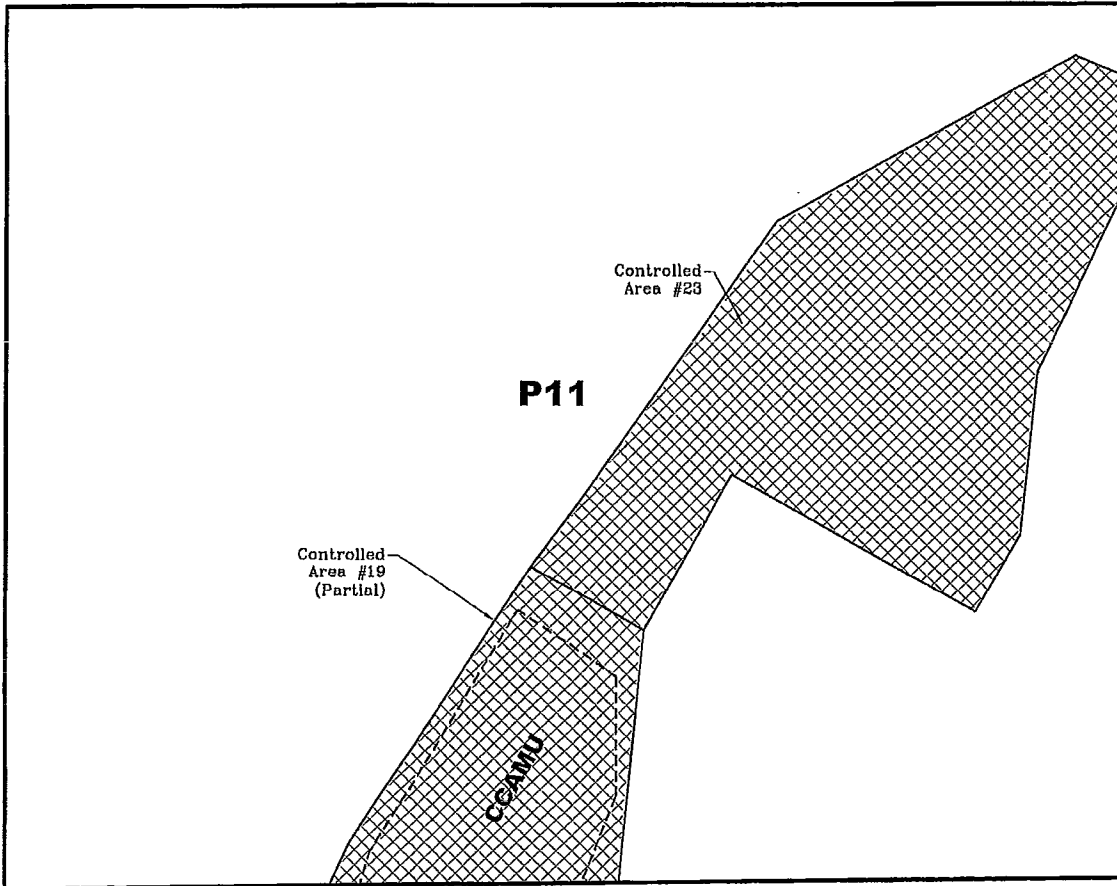
**LEGEND**

 Controlled Areas



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84689  
Phone: 801.798.0665  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**NOTE:**

1. See Parcel #11 Exhibit C sheet 2 for Controlled Area Legal Descriptions.

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**AREAS WITHIN PARCEL #11 SUBJECT TO GARDEN USE & IRRIGATION RESTRICTIONS**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=200'

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252

SHEET  
**1 of 2**



# EXHIBIT C



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0655  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

### CONTROLLED AREA #19 (WITHIN PARCEL #11)

Beginning at a point located N15°16'45"E 1,401.22 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N25°07'28"E 55.81 feet; thence N32°53'48"E 378.27 feet; thence S60°38'41"E 148.30 feet; thence S5°32'03"W 291.95 feet; thence S89°09'25"W 330.29 feet to the point of beginning.

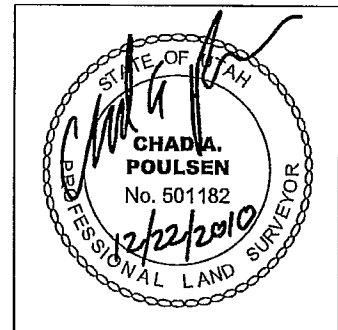
Contains: 1.87+/- Acres

### CONTROLLED AREA #23

Beginning at a point located N19°11'05"E 1,820.97 feet from the Southwest Corner of Section 26, 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 N36°17'30"E 486.79 feet; thence N60°37'26"E 391.02 feet; thence S68°16'27"E 85.05 feet; thence S0°10'07"W 124.14 feet; thence S25°28'27"W 237.64 feet; thence S5°51'12"W 188.02 feet; thence S29°36'53"W 102.72 feet; thence N60°38'26"W 321.64 feet; thence S29°04'13"W 206.45 feet; thence N60°38'41"W 148.30 feet to the point of beginning.

Contains: 4.98+/- acres

~~ENT 61105:2011 PG 14 of 23~~



**AREAS WITHIN PARCEL #11 SUBJECT TO  
GARDEN USE & IRRIGATION 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 D

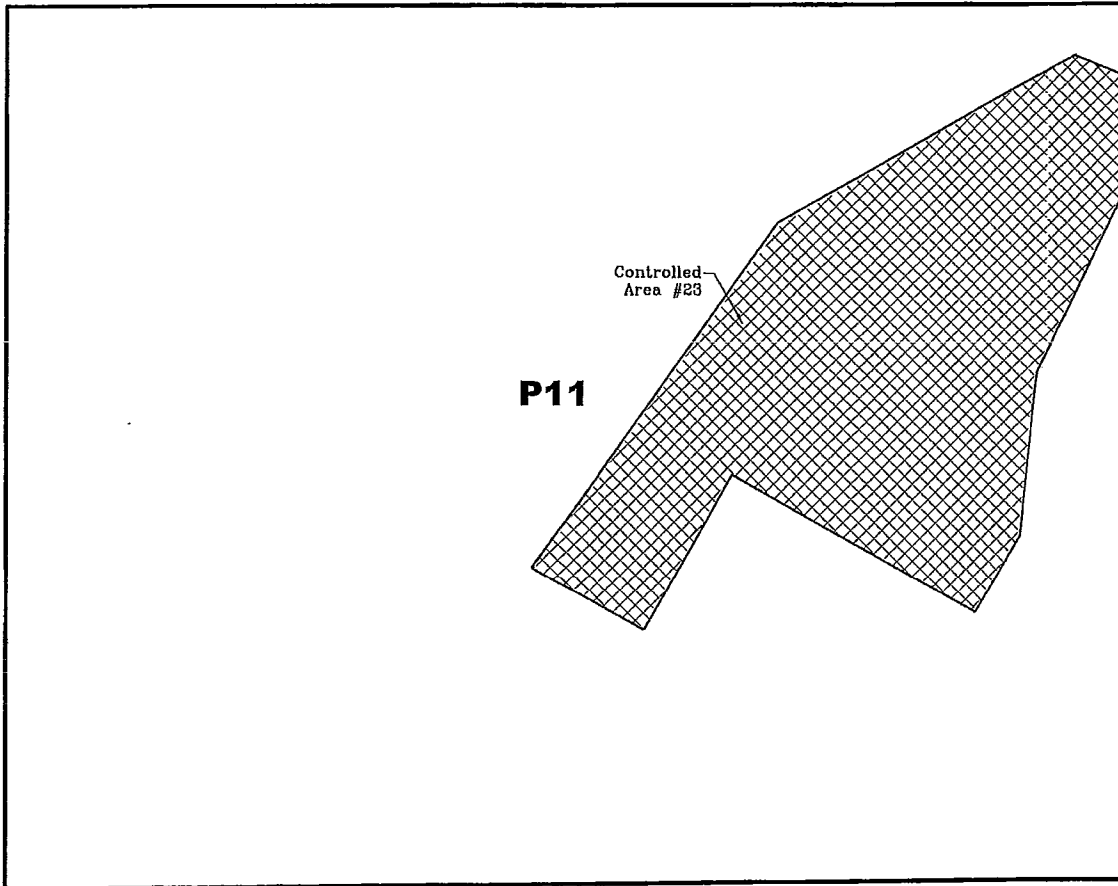
### LEGEND

 Controlled Areas



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84600  
Phone: 801.798.0855  
Fax: 801.798.9399  
office@lei-eng.com  
www.lei-eng.com



**NOTE:**

- 1. See Parcel #11 Exhibit D sheet 2 for Controlled Area Legal Descriptions.

~~ENT61105:2011 PG 15 of 23~~

**AREA WITHIN PARCEL #11 SUBJECT TO  
CONSTRUCTION RESTRICTION**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
**JLR**

SCALE:  
**1"=200'**

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

**1 of 2**

# EXHIBIT D



ENGINEERS  
SURVEYORS  
PLANNERS

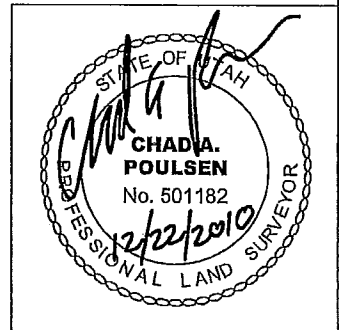
3302 N. Main Street  
Spanish Fork, UT 84689  
Phone: 801.798.0655  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

### CONTROLLED AREA #23

Beginning at a point located N19°11'05"E 1,820.97 feet from the Southwest Corner of Section 26, 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 1/4 Corner of said Section 34); thence N35°17'30"E 486.79 feet; thence N60°37'26"E 391.02 feet; thence S68°16'27"E 65.05 feet; thence S0°10'07"W 124.14 feet; thence S25°28'27"W 237.64 feet; thence S5°51'12"W 188.02 feet; thence S29°36'53"W 102.72 feet; thence N60°38'28"W 321.64 feet; thence S29°04'13"W 206.45 feet; thence N80°38'41"W 148.30 feet to the point of beginning.

Contains: 4.98+/- acres

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**AREA WITHIN PARCEL #11 SUBJECT TO  
CONSTRUCTION RESTRICTION**  
**THE ENSIGN-BICKFORD COMPANY**  
SPANISH FORK, UTAH

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

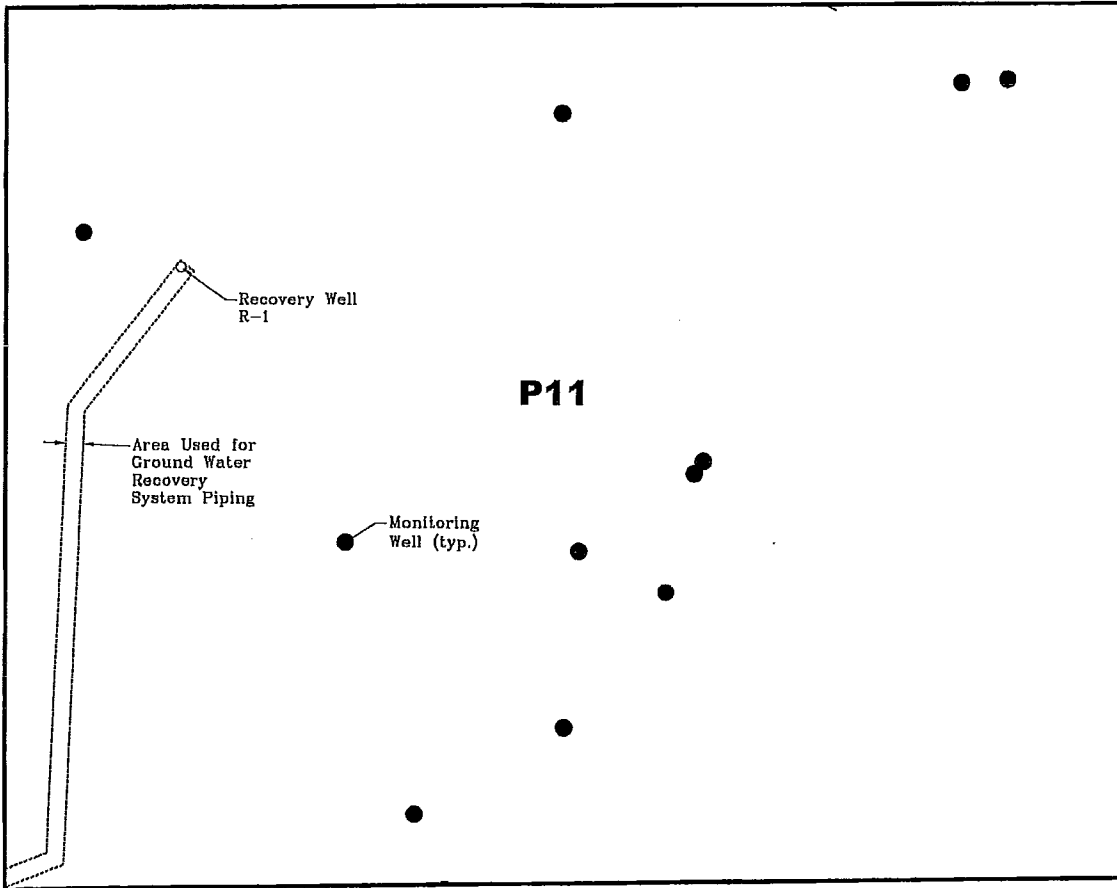
LEI PROJECT #:  
**2008-0252**  
SHEET  
**2 of 2**

# EXHIBIT E



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0666  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**LEGEND**

- Monitoring Well (typ.)
- Recovery Well (typ.)

~~ENT 61105:2011 PG 17 of 23~~

**AREA USED FOR GROUND WATER RECOVERY  
SYSTEM COMPONENTS AND PIPING**

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

DRAWN BY:  
JLR

SCALE:  
1"=200'

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252

SHEET  
**1 of 2**

# EXHIBIT E



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0666  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING

A twenty foot wide pipeline easement being ten feet each side of the centerline of an existing waterline located in Sections 26, 27 and 34 of Township 8 South, Range 3 East Salt Lake Base and Meridian, the approximate centerline of which is described as follows:

Beginning at a point located N5°36'55"E 2,076.78 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence S37°20'12"W 207.42 feet; thence S2°24'23"W 518.89 feet; thence S68°26'15"W 157.97 feet; thence N77°14'10"W 85.21 feet; thence S86°50'27"W 209.57 feet; thence S44°50'55"W 273.18 feet; thence S86°48'10"W 385.04 feet; thence N71°26'33"W 736.70 feet; thence N89°45'24"W 971.53 feet; thence S0°08'15"W 1,619.03 feet; thence S88°21'04"W 352.64 feet to the point of terminus from which the point of beginning bears N54°54'49"E 3,897.23 feet.

RECOVERY WELL COORDINATES

R-1 = 40°05'30.87404"N, 111°34'40.08925"W

~~ENT 61105:2011 PG 18 of 23~~ →

**AREA USED FOR GROUND WATER RECOVERY  
SYSTEM COMPONENTS AND PIPING**

**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

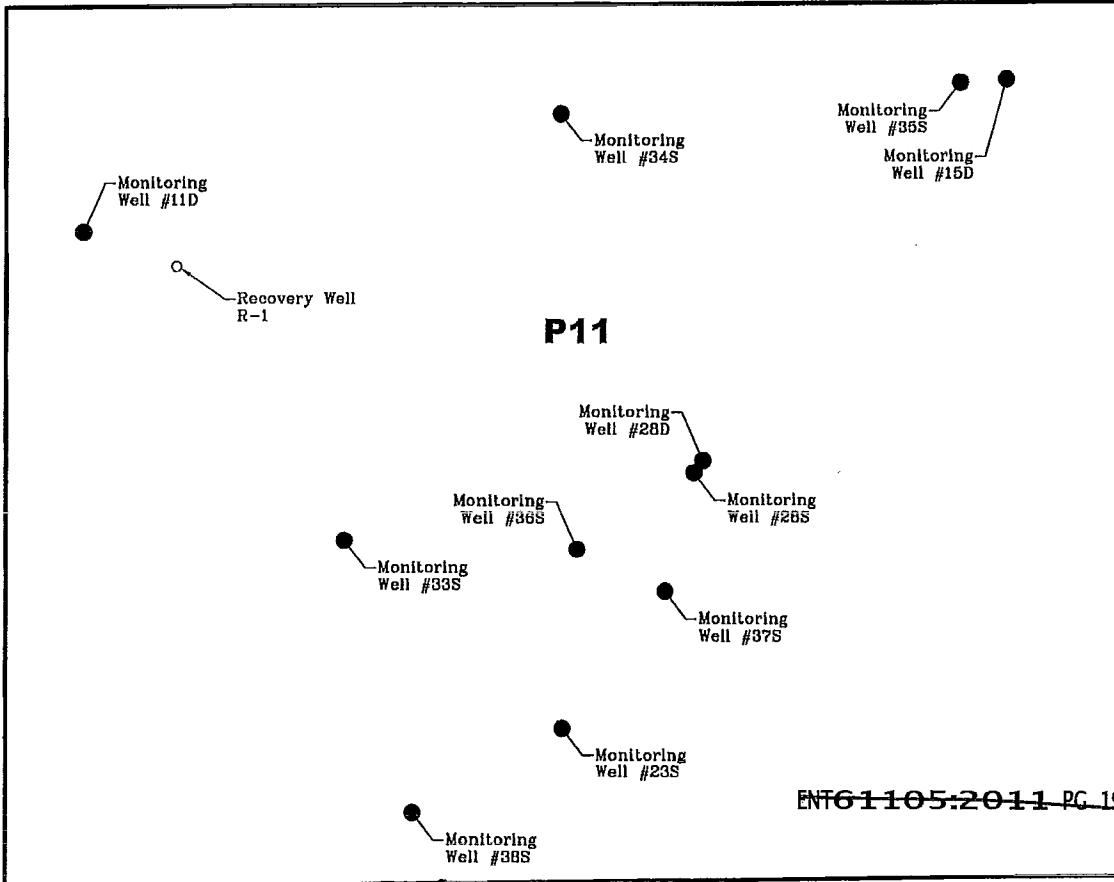


**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84600  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lel-eng.com  
www.lel-eng.com

**LEGEND**

- Monitoring Well (typ.)
- Recovery Well (typ.)



ENT61105:2011 PG 19 of 23

27 | 26  
34 | 35

**Monitoring Well:**

- WELL #11D: 2,104.4' North & 84.3' East of Southwest corner Section 26, T8S, R3E. (40°05'31.27854"N, 111°34'41.48950"W)
- WELL #15D: 2,280.5' North & 1,144.5' East of Southwest corner Section 26, T8S, R3E. (40°05'33.02561"N, 111°34'27.85272"W)
- WELL #23S: 1,534.8' North & 836.2' East of Southwest corner Section 26, T8S, R3E. (40°05'25.65108"N, 111°34'34.38379"W)
- WELL #28S: 1,828.3' North & 784.8' East of Southwest corner Section 26, T8S, R3E. (40°05'28.55478"N, 111°34'32.47467"W)
- WELL #28D: 1,842.0' North & 795.1' East of Southwest corner Section 26, T8S, R3E. (40°05'28.69034"N, 111°34'32.34335"W)
- WELL #33S: 1,749.1' North & 386.1' East of Southwest corner Section 26, T8S, R3E. (40°05'27.76911"N, 111°34'37.60355"W)

**Monitoring Well:**

- WELL #34S: 2,241.4' North & 631.4' East of Southwest corner Section 26, T8S, R3E. (40°05'32.63442"N, 111°34'34.45346"W)
- WELL #35S: 2,276.9' North & 1,091.1' East of Southwest corner Section 26, T8S, R3E. (40°05'32.98903"N, 111°34'28.53953"W)
- WELL #36S: 1,739.3' North & 662.0' East of Southwest corner Section 26, T8S, R3E. (40°05'27.67434"N, 111°34'34.18152"W)
- WELL #37S: 1,890.8' North & 752.4' East of Southwest corner Section 26, T8S, R3E. (40°05'27.19597"N, 111°34'32.89027"W)
- WELL #38S: 1,435.3' North & 465.7' East of Southwest corner Section 26, T8S, R3E. (40°05'24.66898"N, 111°34'36.57527"W)

**RECOVERY WELL COORDINATES**

R-1 = 40°05'30.87404"N, 111°34'40.08926"W

## GROUND WATER MONITORING WELLS ON PARCEL #11

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

DRAWN BY:  
**JLR**

SCALE:  
**1"=200'**

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

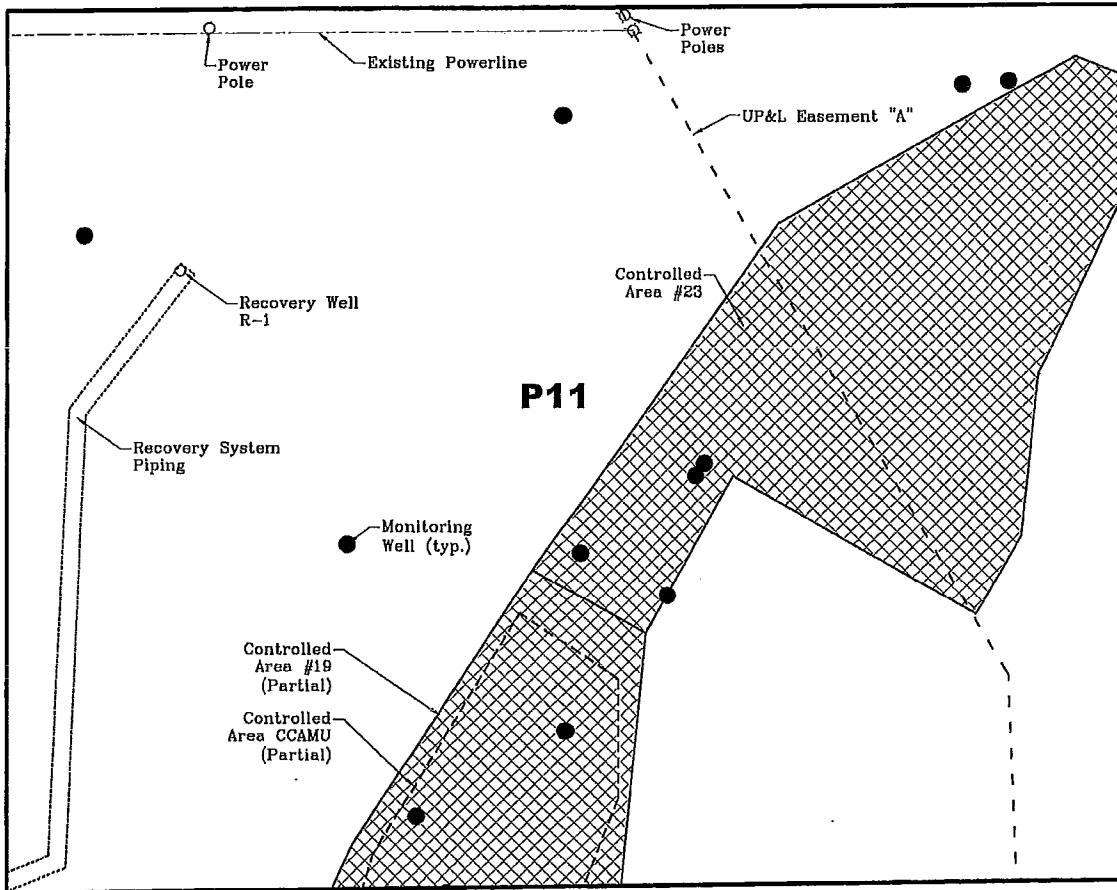
**1**

# EXHIBIT G



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0665  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**LEGEND**

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

~~ENT 61105:2011 PG 20 of 23~~

## ENCUMBRANCES ON PARCEL #11

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

DRAWN BY:  
**JLR**

SCALE:  
**1"=200'**

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

**1**

# EXHIBIT G



ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street  
 Spanish Fork, UT 84660  
 Phone: 804.798.0666  
 Fax: 804.798.9393  
 office@lei-eng.com  
 www.lei-eng.com

### UP&L EASEMENT "A"

A pole line Correction of Easement dated December 15, 2010 in favor of Utah Power and Light Company, the terms and conditions contained therein, recorded December 16, 2010 as Entry No. 109815:2010 of the Official Records.

### EXISTING POWERLINE ALONG NORTH BOUNDARY

Existing Rocky Mountain Power Transmission Line and Poles are Within the Boundaries of Parcel #11 and are Subject to a Prescriptive Easement

~~ENT 61105:2011 PG 21 of 23~~

**ENCUMBRANCES ON PARCEL #11**

**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 H**



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0556  
Fax: 801.798.0393  
office@lei-eng.com  
www.lei-eng.com

~~ENT61105:2011 PG 22 of 23~~

**SUBORDINATION AGREEMENT IF EXECUTED**

**CONSENT AND SUBORDINATION  
AGREEMENT FOR PARCEL #11**  

---

**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 I



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0666  
Fax: 801.798.9393  
office@lel-eng.com  
www.lel-eng.com

~~ENT 85095:2018~~ PG 23 of 23

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>• Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>• Verbal notification at least 7-days in advance of starting work.</li> <li>• Submit documentation/certification demonstrating compliance.</li> </ul>
	Emergency Excavations	<ul style="list-style-type: none"> <li>• Verbal notification of emergency incident within 24-hours.</li> <li>• Written follow-up documentation within 15 days.</li> </ul>
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> <li>• Written notification within 60-days of starting temporary irrigation.</li> <li>• Written notification if more than two irrigation seasons are needed.</li> <li>• Water metering and record keeping</li> </ul>
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"> <li>• Submittal of work plans, testing results, risk assessment results and/or design plans.</li> <li>• Approval required from Executive Secretary prior to commencing work.</li> </ul>
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"> <li>• Written notification at least 120 days prior to planned water development or use.</li> <li>• Approval required from Executive Secretary and other applicable federal, state or local agencies.</li> <li>• Reporting and notification as specified in this SMP related to the use and monitoring of FW-2</li> </ul>
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>• Maintain records of five-year inspections.</li> <li>• Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CBMs	If CBMs are detected	<ul style="list-style-type: none"> <li>• Oral notification within 15 days of becoming aware of such detection.</li> <li>• Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

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

DRAWN BY:  
**JLR**

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

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

**1**



When Recorded Return To:

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

~~ENT 61101:2011 PG 1 of 15  
Jeffery Smith  
Utah County Recorder  
2011 Aug 30 03:15 PM FEE 39.00 BY SS  
RECORDED FOR Holland & Hart LLP - SLC  
ELECTRONICALLY RECORDED~~

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 10**

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 459 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 459 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 10, a map and legal description of which can be found in Exhibit B (the "Parcel"), which is approximately 3.2+/- 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.
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 on Parcel 10 until such time as the Executive Secretary approves the removal or modification of this limitation.
- b. Ground Water Recovery System. Owner agrees that, until such time as the Executive Secretary agrees that operation of the ground water recovery system approved by the Executive Secretary is no longer necessary, the areas identified in Exhibit C used for components of the ground water recovery system (1) shall not be used in a manner which will interfere with the operation, maintenance, monitoring and repair of the ground water recovery system, and (2) shall not be transferred without the Owner obtaining the necessary easements, rights-of-way and/or access agreements to permit the uninterrupted operation, maintenance, monitoring and repair of the ground water recovery system.
- c. 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 F.
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. 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 D 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
- f. to the extent that any other interests in or encumbrances on the Parcel conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have been asked to subordinate such interests or encumbrances to the Environmental Covenant, and, if they have agreed, have executed the subordination agreements in Exhibit E.

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 and to any person holding an interest in or encumbrance on the portion of the Parcel to which an activity or use limitation applies 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:

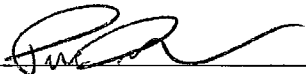
Corporate Secretary  
The Ensign-Bickford Company  
125 Powder Forest Drive  
P.O. Box 7

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**



8/26/2011  
Date

By: PETER BARNETT

Its: PRESIDENT

State of Connecticut )  
County of Hartford )

ss: Simsbury


Before me, a notary public, in and for said county and state, personally appeared Peter 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 26<sup>th</sup> day of AUGUST, 2011.

Patricia M. Zabbara  
Notary Public

**PATRICIA M. ZABBARA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 6/30/2013**

Utah Solid and Hazardous Waste Control Board

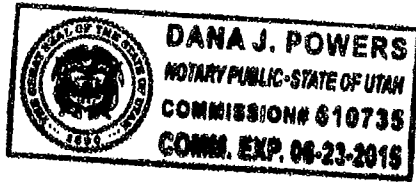
  
\_\_\_\_\_  
Scott T. Anderson, Executive Secretary

8/25/2011  
Date

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

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 25 day of August, 2011.



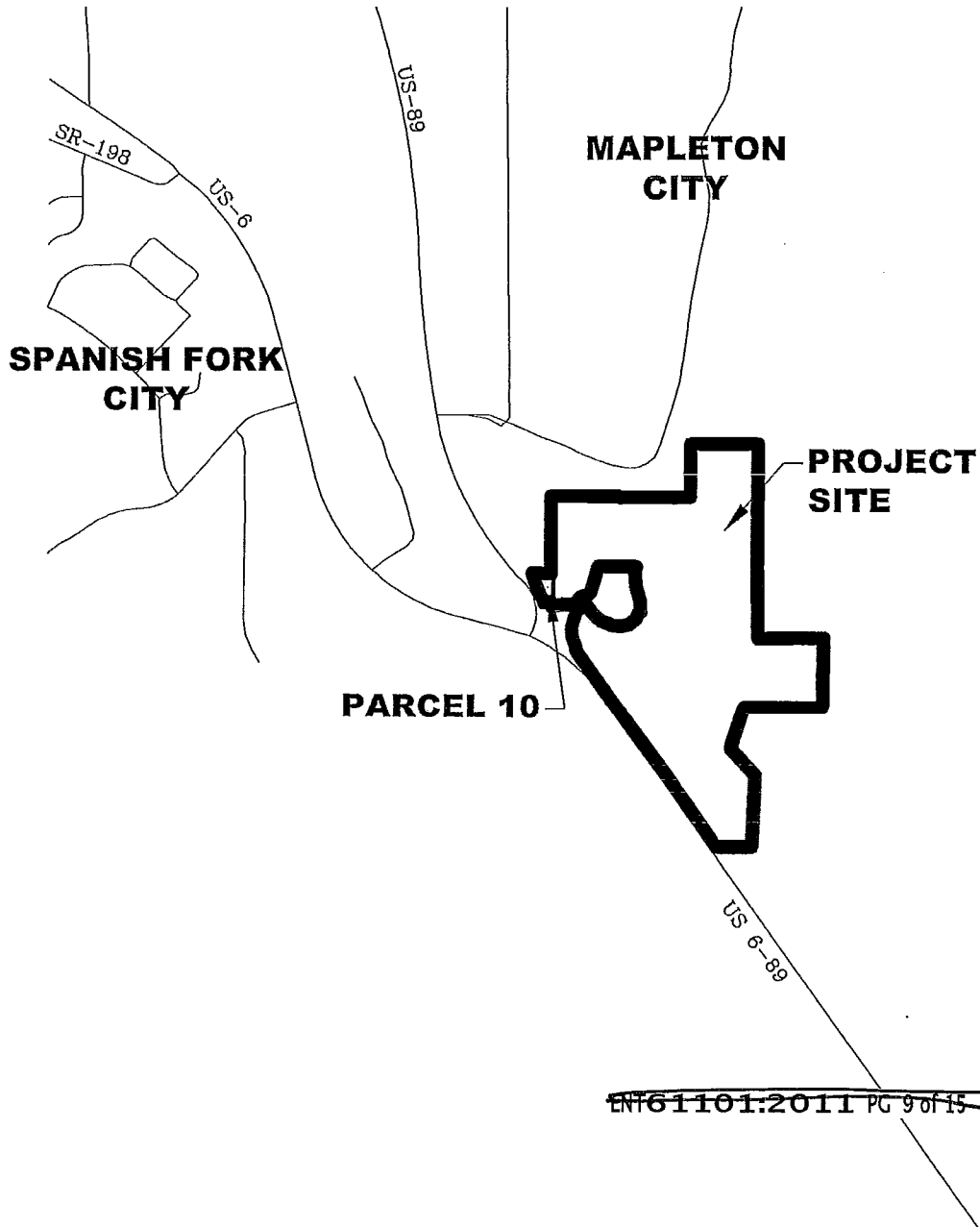
  
\_\_\_\_\_  
Notary Public

# EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0666  
Fax: 801.798.9303  
office@lei-eng.com  
www.lei-eng.com



~~ENT 61101:2011 PG 9 of 15~~

## 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**

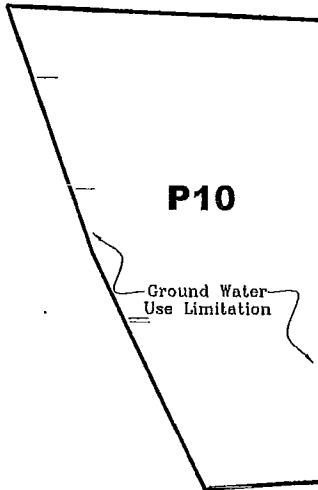


ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0088  
Fax: 801.798.9393  
office@lel-eng.com  
www.lel-eng.com



~~ENT 85095 : 2018 PG 45 of 185~~



**PARCEL #10**

Beginning at a point which is South perpendicular to a line connecting the North quarter corner and the Northeast corner of Section 34, 128.00 feet from the North quarter corner of Section 34, Township 8 South, Range 3 East of the Salt Lake Base and Meridian, said point of beginning being in a fence line; thence North 87 deg. 33' West along said fence line 362.50 feet to a fence line of the Easterly side of U.S. Highway 89; thence Southeasterly around a periphery of a curve concave Northeasterly 774.63 feet to the extended line of a fence, said curve having a radius of 2882.8 feet, a local interior angle of 16 deg. 40' and a local chord bearing South 26 deg. 04' East 772.00 feet; thence North 86 deg. 03' East along said extended fence line 23.00 feet; thence North 676.40 feet to the point of beginning, EXCEPTING THEREFROM the Southerly 144.4 feet thereof which is vested in the Road Commission of Utah.

**PARCEL #10 MAP**

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

DRAWN BY:  
JLR

SCALE:  
1"=200'

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252

SHEET

**1**

**EXHIBIT C**

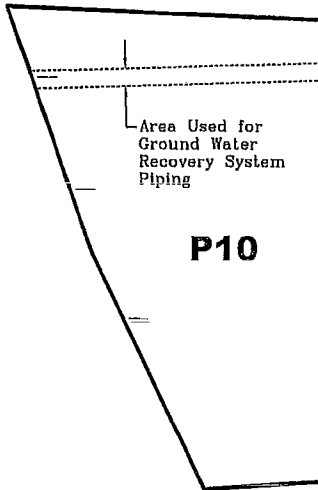


ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
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www.lei-eng.com



~~ENT 85095 : 2018~~ PG 11 of 15



**AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING**

A twenty foot wide pipeline easement being ten feet each side of the centerline of an existing waterline located in Sections 26, 27 and 34 of Township 8 South, Range 3 East Salt Lake Base and Meridian, the approximate centerline of which is described as follows:

Beginning at a point located N5°35'55"E 2,075.78 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence S37°20'12"W 207.42 feet; thence S2°24'23"W 518.89 feet; thence S68°26'15"W 157.97 feet; thence N77°14'10"W 86.21 feet; thence S88°50'27"W 209.57 feet; thence S44°50'55"W 273.18 feet; thence S86°46'10"W 385.04 feet; thence N71°26'33"W 735.70 feet; thence N89°46'24"W 971.53 feet; thence S0°08'16"W 1,519.03 feet; thence S86°21'04"W 352.64 feet to the point of terminus from which the point of beginning bears N64°54'49"E 3,897.23 feet.

**AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
**JLR**

SCALE:  
**1"=200'**

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

**1**

# EXHIBIT D

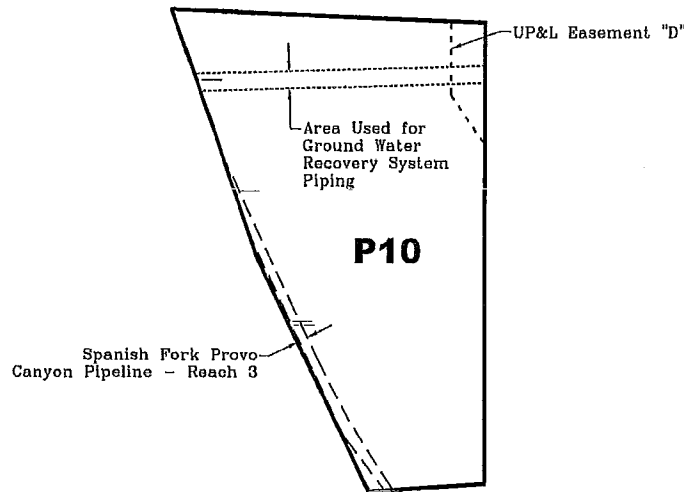


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www.lei-eng.com



~~ENT 61101-2011 PG 12 of 15~~



## ENCUMBRANCES ON PARCEL #10

THE ENSIGN-BICKFORD COMPANY

SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=200'

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252

SHEET

1 of 2

# EXHIBIT D

## UP&L EASEMENT "D"

Correction of Easement recorded January 26, 2011 as Entry No. 8219:2011 of Official Records.

## SPANISH FORK PROVO CANYON-REACH 3 EASEMENT

Contract and Grant of Easement, in favor of United States of America, the terms and conditions therein, recorded October 10, 2009 as Entry No. 104710:2009 of the Official Records.



ENGINEERS

SURVEYORS

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www.lei-eng.com

~~ENT 85095:2018 PG 48 of 185~~

**ENCUMBRANCES ON PARCEL #10**

**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**



ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0566  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

~~ENT 85095 : 2018 PG 14 of 15~~

**SUBORDINATION AGREEMENT IF EXECUTED**

**CONSENT AND SUBORDINATION  
AGREEMENT FOR PARCEL #10**

**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 F



ENGINEERS  
SURVEYORS  
PLANNERS

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~~ENT 85095 : 2018 PG 15 of 15~~

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>• Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>• Verbal notification at least 7-days in advance of starting work.</li> <li>• Submit documentation/certification demonstrating compliance.</li> </ul>
	Emergency Excavations	<ul style="list-style-type: none"> <li>• Verbal notification of emergency incident within 24-hours.</li> <li>• Written follow-up documentation within 15 days.</li> </ul>
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> <li>• Written notification within 60-days of starting temporary irrigation.</li> <li>• Written notification if more than two irrigation seasons are needed.</li> <li>• Water metering and record keeping</li> </ul>
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"> <li>• Submittal of work plans, testing results, risk assessment results and/or design plans.</li> <li>• Approval required from Executive Secretary prior to commencing work.</li> </ul>
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"> <li>• Written notification at least 120 days prior to planned water development or use.</li> <li>• Approval required from Executive Secretary and other applicable federal, state or local agencies.</li> <li>• Reporting and notification as specified in this SMP related to the use and monitoring of FW-2</li> </ul>
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>• Maintain records of five-year inspections.</li> <li>• Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> <li>• Oral notification within 15 days of becoming aware of such detection.</li> <li>• Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

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

DRAWN BY:  
**JLR**

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

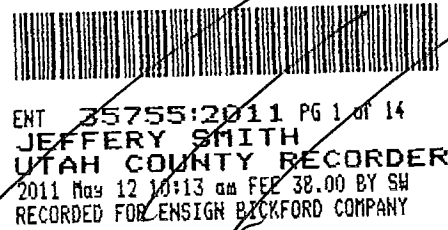
DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

**1**





When Recorded Return To:

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

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 9

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 9, a map and legal description of which can be found in Exhibit B (the "Parcel"), which is approximately 11.8+/- 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.
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 on Parcel 9 until such time as the Executive Secretary approves the removal or modification of this limitation.

b. Ground Water Recovery System. Owner agrees that, until such time as the Executive Secretary agrees that operation of the ground water recovery system approved by the Executive Secretary is no longer necessary, the areas identified in Exhibit C used for components of the ground water recovery system (1) shall not be used in a manner which will interfere with the operation, maintenance, monitoring and repair of the ground water recovery system, and (2) shall not be transferred without the Owner obtaining the necessary easements, rights-of-way and/or access agreements to permit the uninterrupted operation, maintenance, monitoring and repair of the ground water recovery system.

c. Notification. The Owner shall provide notice to the Executive Secretary of 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 E.

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/and 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. 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 D 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; and
- e. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

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

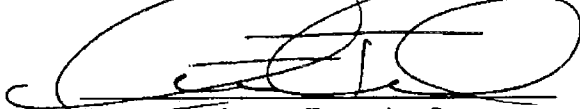
President / General Manager  
The Ensign-Bickford Company  
8305 South Highway 6  
Spanish Fork, UT 84660

With a copy to:

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



Utah Solid and Hazardous Waste Control Board

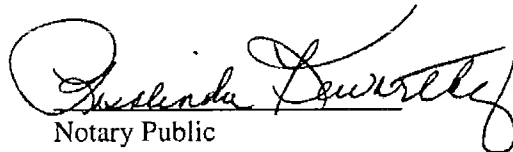
  
Scott T. Anderson, Executive Secretary

4/26/2011  
Date

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

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 26 day of April, 2011.

  
Notary Public

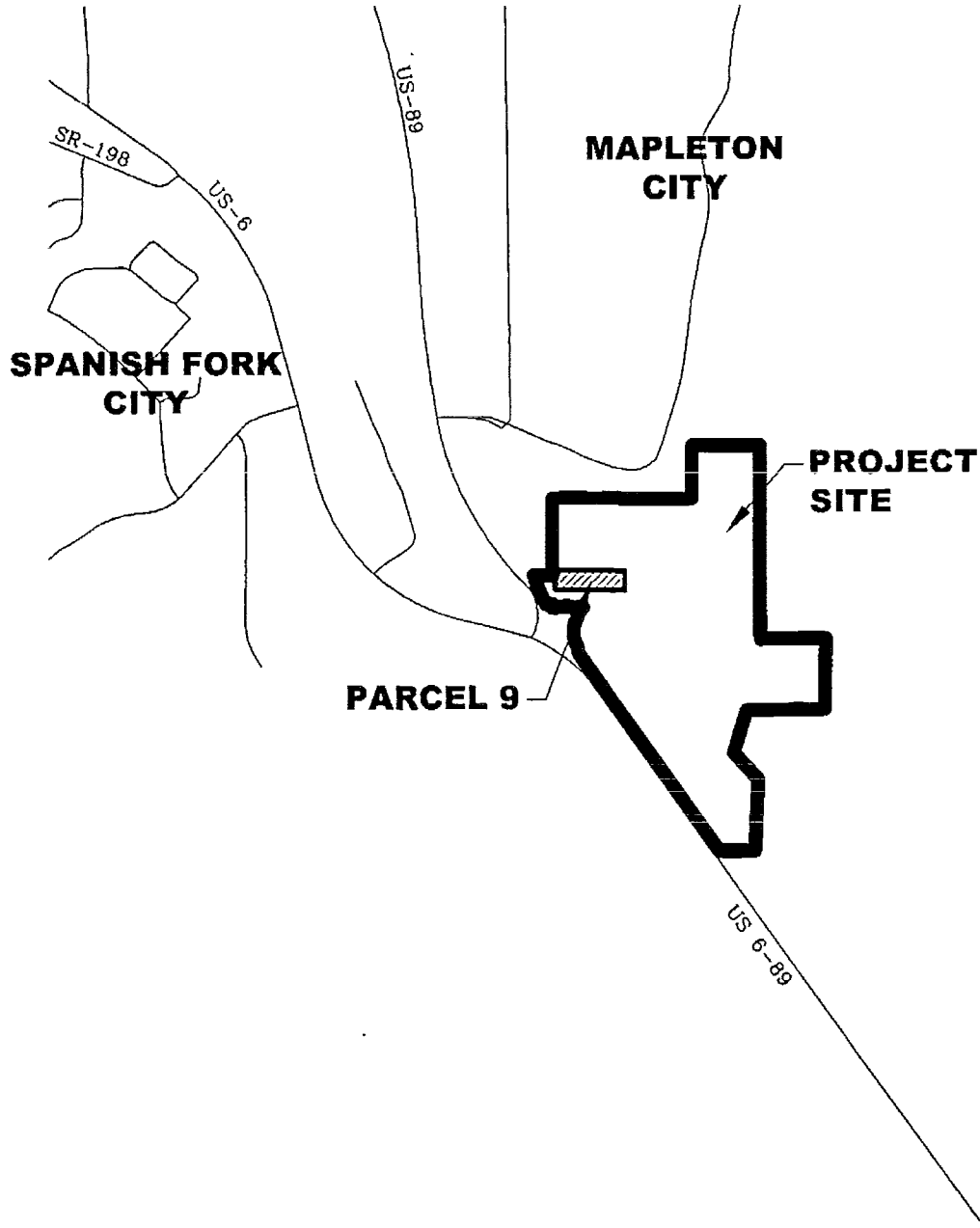


# EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
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Phone: 801.798.0555  
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## SITE MAP

THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
N.T.S.

DATE:  
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SHEET

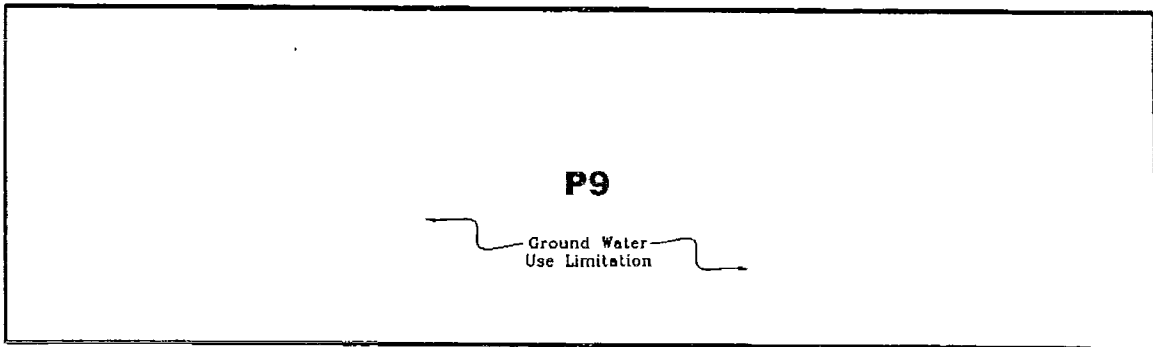
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# EXHIBIT B



ENGINEERS  
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Phone: 801.798.0555  
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## PARCEL #9

Beginning at the North quarter corner of Section 34, Township 8 South, Range 3 East of the Salt Lake Base and Meridian; thence South 389.00 feet; thence North 89 deg. 58' East 1325.40 feet; thence North 388.23 feet to the section line connecting the North quarter corner and the Northeast corner of said Section 34' thence West along said section line 1325.40 feet to the point of beginning.

## PARCEL #9 MAP

THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=400'

DATE:  
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SHEET

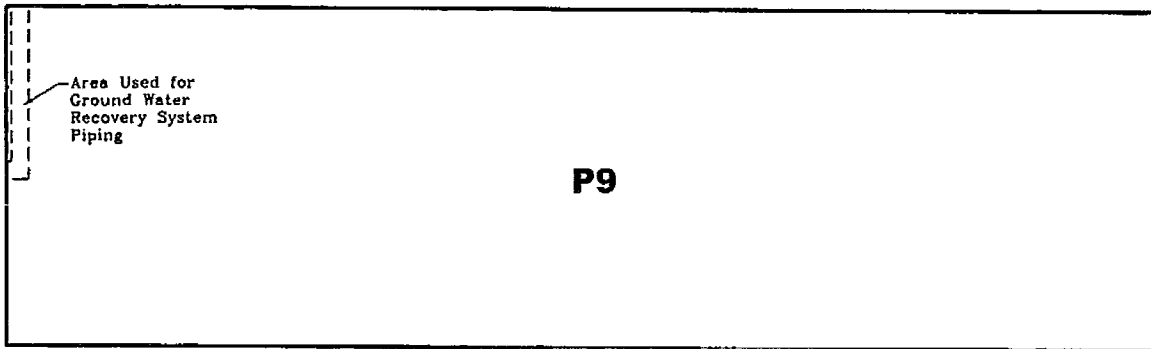
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# EXHIBIT C



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84600  
Phone: 801.798.0555  
Fax: 801.798.9393  
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### AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING

A twenty foot wide pipeline easement being ten feet each side of the centerline of an existing waterline located in Sections 26, 27 and 34 of Township 8 South, Range 3 East Salt Lake Base and Meridian, the approximate centerline of which is described as follows:

Beginning at a point located N5°35'55"E 2,075.78 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South 1/4 Corner of Section 27); thence S37°20'12"W 207.42 feet; thence S2°24'23"W 518.89 feet; thence S68°26'15"W 157.97 feet; thence N77°14'10"W 85.21 feet; thence S86°50'27"W 209.57 feet; thence S44°50'55"W 273.18 feet; thence S86°48'10"W 385.04 feet; thence N71°26'33"W 735.70 feet; thence N89°45'24"W 971.53 feet; thence S0°08'15"W 1,518.03 feet; thence S88°21'04"W 352.64 feet to the point of terminus from which the point of beginning bears N54°54'49"E 3,897.23 feet.

## AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:

JLR

SCALE:

1"=400'

DATE:

12/16/2010

LEI PROJECT #:

2008-0252

SHEET

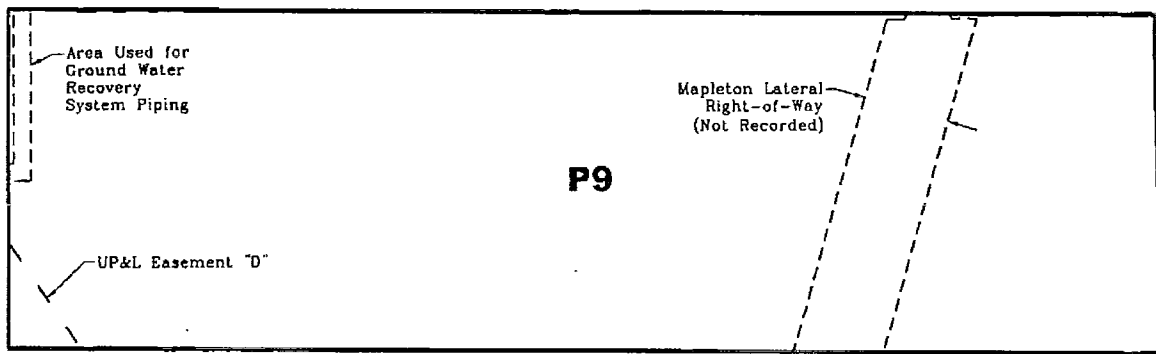
**1**

# EXHIBIT D



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



## ENCUMBRANCES ON PARCEL #9

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



ENGINEERS

SURVEYORS

PLANNERS

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## UP&L EASEMENT "D"

Correction of Easement recorded January 26, 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.

**ENCUMBRANCES ON PARCEL #9**

**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



**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0355  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>• Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>• Verbal notification at least 7-days in advance of starting work.</li> <li>• Submit documentation/certification demonstrating compliance.</li> </ul>
	Emergency Excavations	<ul style="list-style-type: none"> <li>• Verbal notification of emergency incident within 24-hours.</li> <li>• Written follow-up documentation within 15 days.</li> </ul>
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> <li>• Written notification within 60-days of starting temporary irrigation.</li> <li>• Written notification if more than two irrigation seasons are needed.</li> <li>• Water metering and record keeping</li> </ul>
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"> <li>• Submittal of work plans, testing results, risk assessment results and/or design plans.</li> <li>• Approval required from Executive Secretary prior to commencing work.</li> </ul>
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"> <li>• Written notification at least 120 days prior to planned water development or use.</li> <li>• Approval required from Executive Secretary and other applicable federal, state or local agencies.</li> <li>• Reporting and notification as specified in this SMP related to the use and monitoring of FW-2</li> </ul>
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>• Maintain records of five-year inspections.</li> <li>• Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> <li>• Oral notification within 15 days of becoming aware of such detection.</li> <li>• Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

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

DRAWN BY:  
**JLR**

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

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

1



When Recorded Return To:

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

~~ENT 61097: 2011 PG 1 of 14  
Jeffery Smith  
Utah County Recorder  
2011 Aug 30 03:13 PM FEE 38.00 BY SS  
RECORDED FOR Holland & Hart LLP - SLC  
ELECTRONICALLY RECORDED~~

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 8**

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 459 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 459 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 8, a map and legal description of which can be found in Exhibit B (the "Parcel"), which is approximately 41.0+/- 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.
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 on Parcel 8 until such time as the Executive Secretary approves the removal or modification of this limitation.
- b. Ground Water Recovery System. Owner agrees that, until such time as the Executive Secretary agrees that operation of the ground water recovery system approved by the Executive Secretary is no longer necessary, the areas identified in Exhibit C used for components of the ground water recovery system (1) shall not be used in a manner which will interfere with the operation, maintenance, monitoring and repair of the ground water recovery system, and (2) shall not be transferred without the Owner obtaining the necessary easements, rights-of-way and/or access agreements to permit the uninterrupted operation, maintenance, monitoring and repair of the ground water recovery system.
- c. Notification. The Owner shall provide notice to the Executive Secretary of 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 E.
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. 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 D 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



8/26/2011  
Date

By: PETER BARNETT

Its: PRESIDENT

State of CONNECTICUT )

County of Hartford )

ss: Simsbury


Before me, a notary public, in and for said county and state, personally appeared Peter 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 26<sup>th</sup> day of August, 2011.

Patricia M. Zabbara  
Notary Public

**PATRICIA M. ZABBARA**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES 6/30/2013**

Utah Solid and Hazardous Waste Control Board

  
\_\_\_\_\_  
Scott T. Anderson, Executive Secretary


8/25/2011  
Date

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

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 25 day of August, 2011.



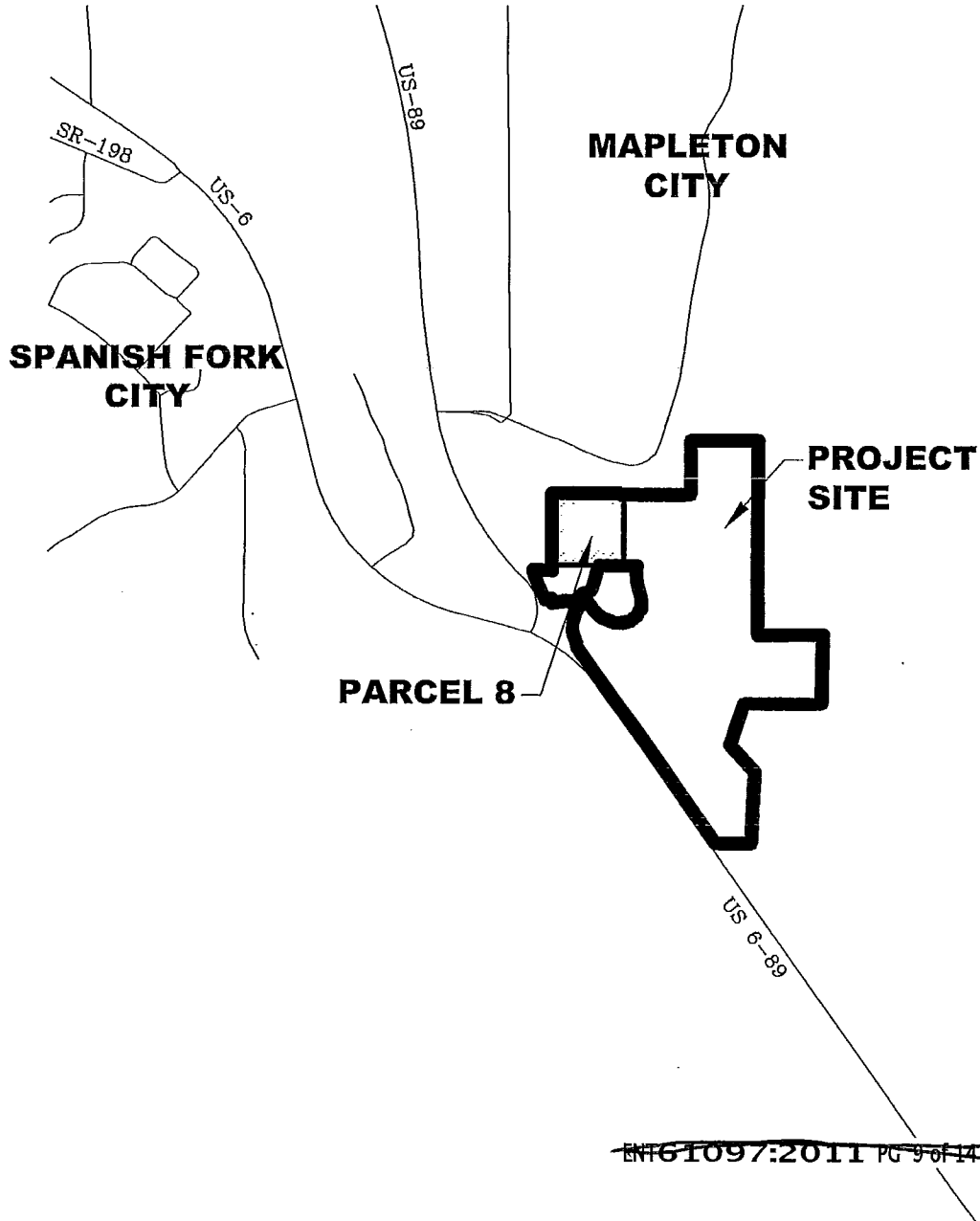
  
Notary Public

# EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0566  
Fax: 801.798.9393  
office@lel-eng.com  
www.lel-eng.com



~~ENT 61097:2011 PG 9 of 14~~

## 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**

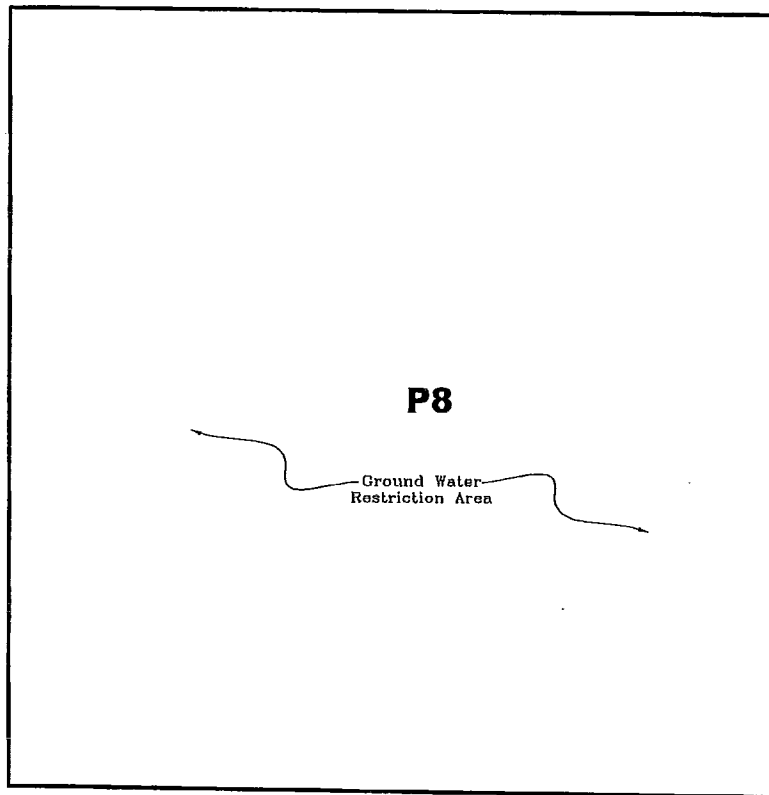


**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

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ENT ~~61097:2011~~ PG 10 of 14



**PARCEL #8**

A portion of West Half of the Southwest Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of Section 27, T8S, R3E, S.L.B. & M.; thence N0°11'11"W along the Quarter Section Line 1,346.48 feet; thence S89°30'18"E 1,325.51 feet; thence S0°10'05"E 1,346.64 feet to the South Line of said Section 27; thence N89°29'50"W along the Section Line 1,325.08 feet to the point of beginning.

**PARCEL #8 MAP**

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

DRAWN BY:  
**JLR**

SCALE:  
**1"=300'**

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

**1**

**EXHIBIT C**

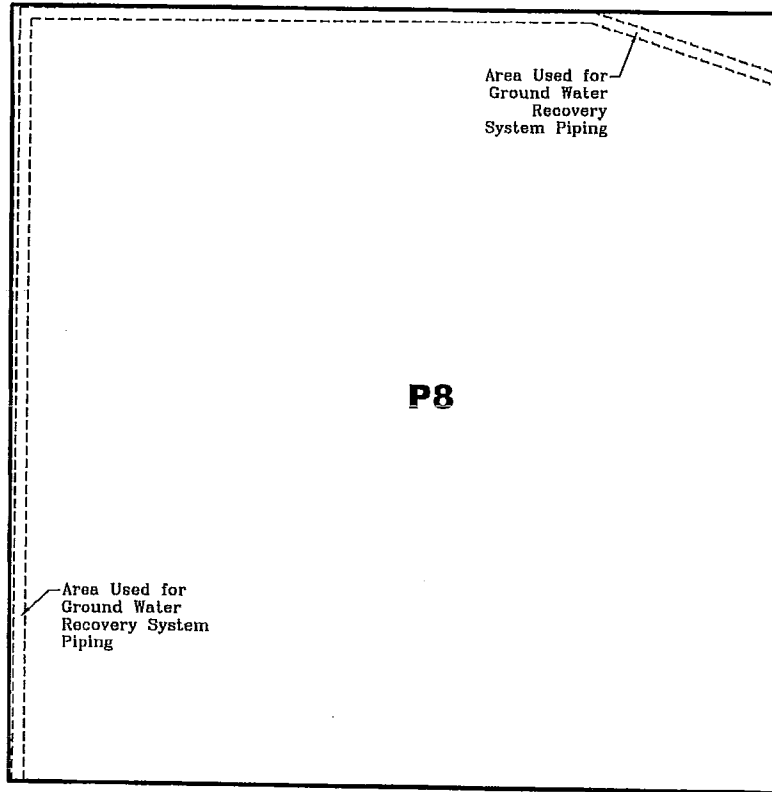


**ENGINEERS  
SURVEYORS  
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Spanish Fork, UT 84600  
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ENT 85095 : 2018 PG 77 of 185



**AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING**

A twenty foot wide pipeline easement being ten feet each side of the centerline of an existing waterline located in Sections 26, 27 and 34 of Township 8 South, Range 3 East Salt Lake Base and Meridian, the approximate centerline of which is described as follows:

Beginning at a point located N5°35'55"E 2,075.78 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence S37°20'12"W 207.42 feet; thence S2°24'23"W 618.89 feet; thence S68°26'15"W 157.97 feet; thence N77°14'10"W 85.21 feet; thence S86°50'27"W 209.57 feet; thence S44°50'55"W 273.18 feet; thence S86°48'10"W 385.04 feet; thence N71°28'33"W 735.70 feet; thence N89°45'24"W 971.53 feet; thence S0°08'15"W 1,519.03 feet; thence S88°21'04"W 352.64 feet to the point of terminus from which the point of beginning bears N54°54'49"E 3,897.23 feet.

**AREA USED FOR GROUND WATER  
RECOVERY SYSTEM PIPING**

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

DRAWN BY:  
**JLR**

SCALE:  
**1"=300'**

DATE:  
**12/16/2010**

LEI PROJECT #:  
**2008-0252**

SHEET

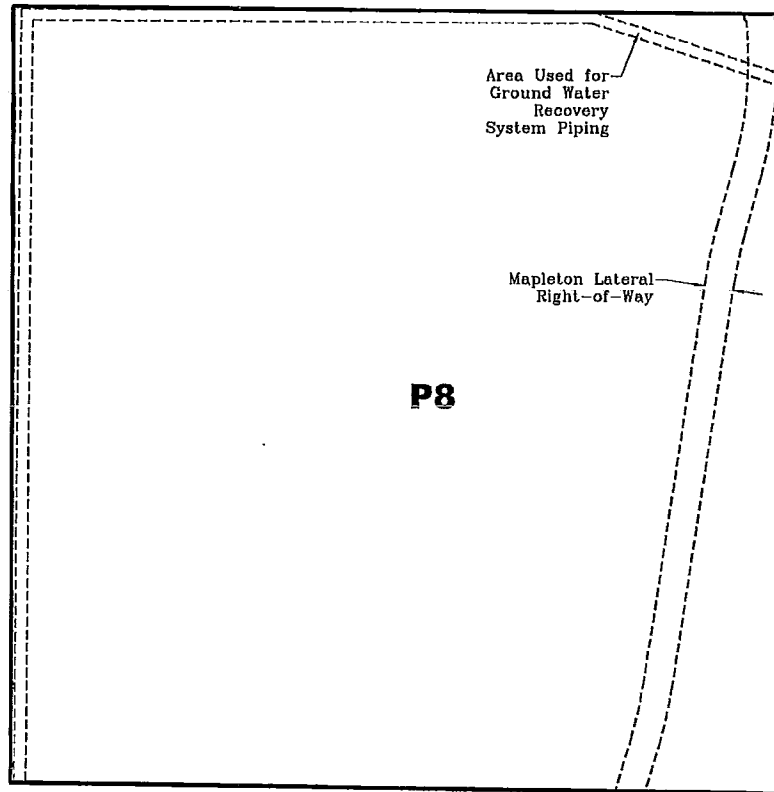
**1**

# EXHIBIT D



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~~ENT 61097:2011 PG 12 of 14~~

## ENCUMBRANCES ON PARCEL #8

THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH

DRAWN BY:  
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1"=300'

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1 of 2

# EXHIBIT D



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www.lel-eng.com

## MAPLETON LATERAL RIGHT-OF-WAY

Notice of Right of Way, dated September 25, 2007 by The Bureau of Reclamation, United States Department of the Interior, the terms and conditions contained herein, recorded September 25, 2007 as Entry No. 139577:2007 of Official Records.

~~ENT 61097:2011 PG 13 of 14~~

**ENCUMBRANCES ON PARCEL #8**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

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SHEET

**2 of 2**

# EXHIBIT E



ENGINEERS  
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~~ENT61097-2011 PG 14 of 14~~

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>• Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>• Verbal notification at least 7-days in advance of starting work.</li> <li>• Submit documentation/certification demonstrating compliance.</li> </ul>
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Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>• Maintain records of five-year inspections.</li> <li>• Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> <li>• Oral notification within 15 days of becoming aware of such detection.</li> <li>• Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

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

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**N.T.S.**

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**12/16/2010**

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**2008-0252**

SHEET

**1**







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

When Recorded Return To:

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

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

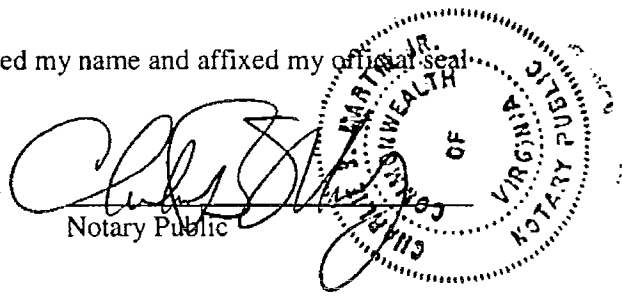
Its: PRESIDENT / GENERAL MANAGER

State of VIRGINIA )  
County of PENNSYLVANIA ) 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



Utah Solid and Hazardous Waste Control Board

*[Signature]*

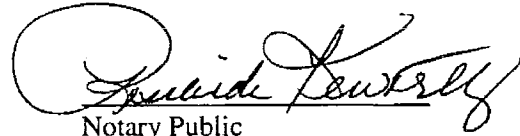
Scott T. Anderson, Executive Secretary

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 26<sup>th</sup> day of April, 2011.

  
Notary Public

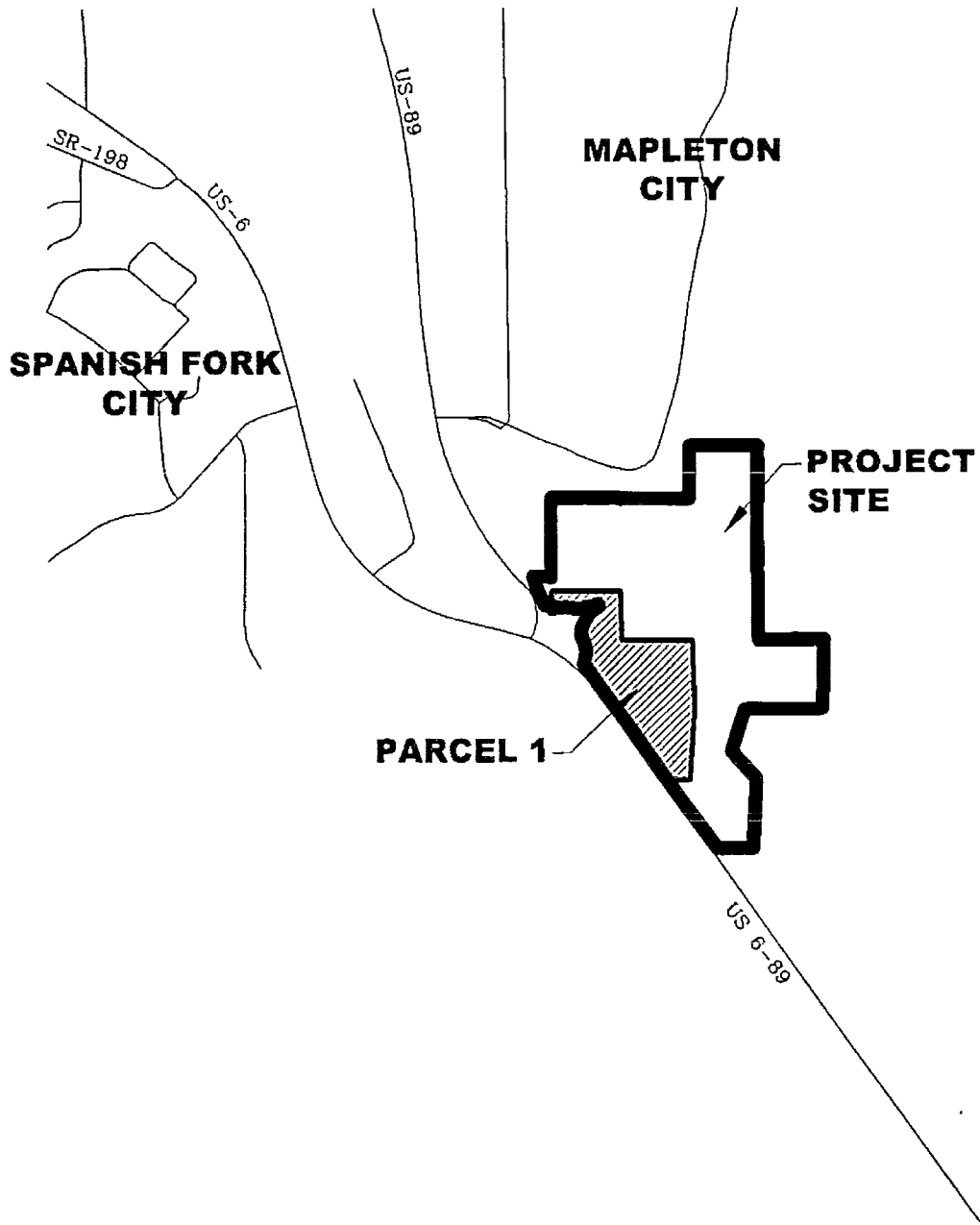


# EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS

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

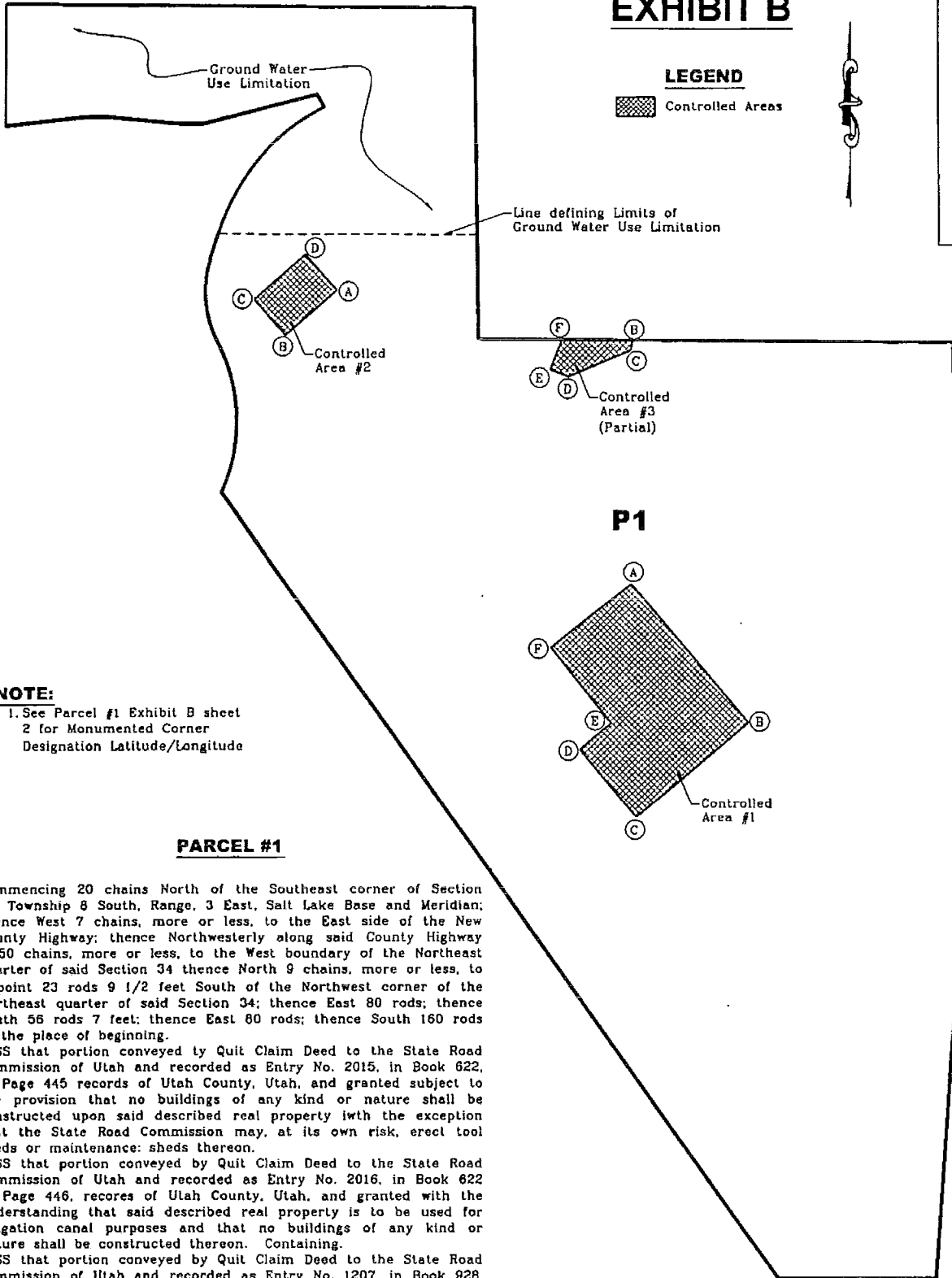
## LEGEND

 Controlled Areas



**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



**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 iwth 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, recores of Ulah 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  
SURVEYORS  
PLANNERS

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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**

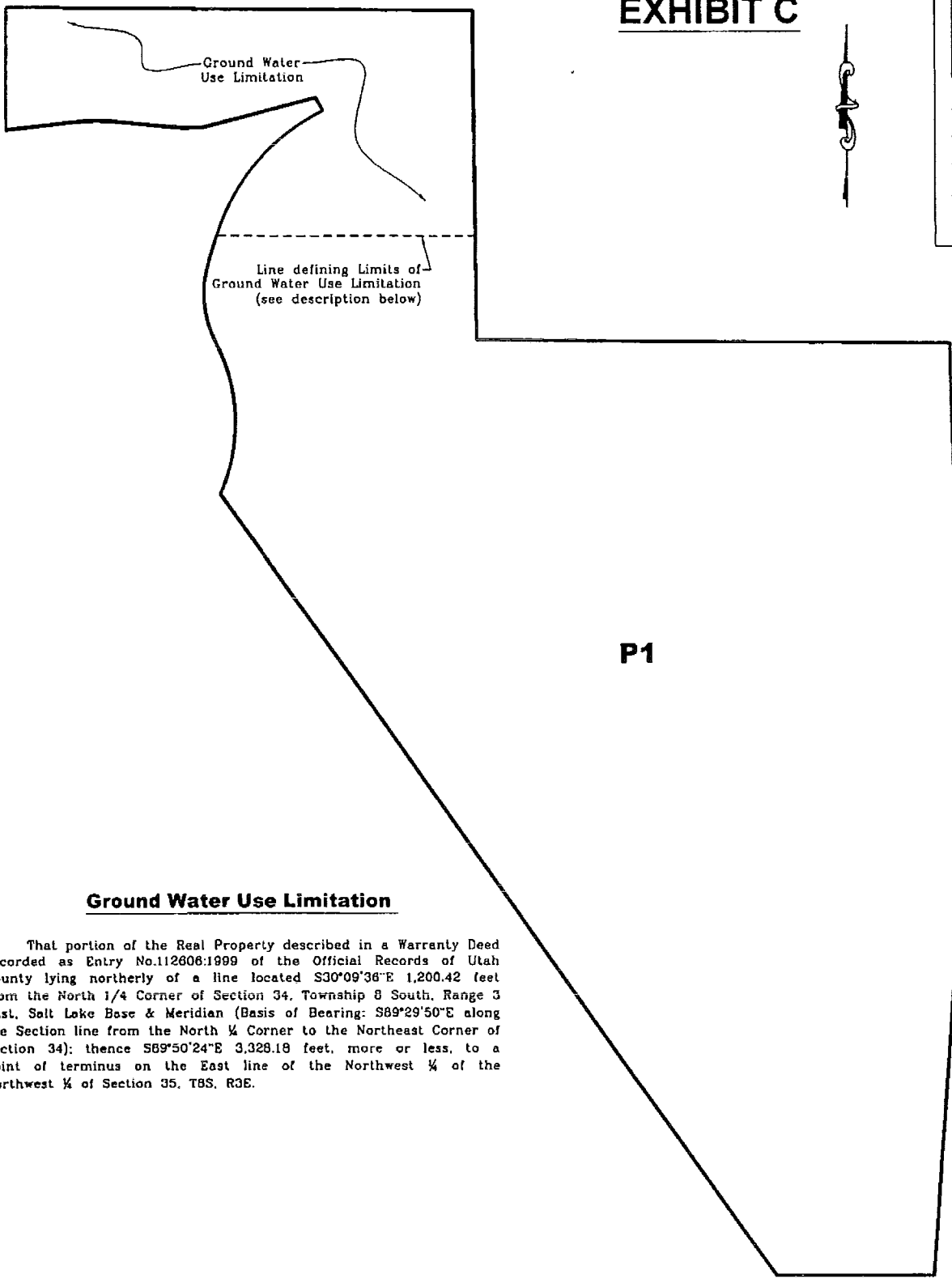
SHEET  
**2 of 2**

# EXHIBIT C



ENGINEERS  
SURVEYORS  
PLANNERS

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Phone: 801.798.0555  
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office@lei-eng.com  
www.lei-eng.com



Line defining Limits of  
Ground Water Use Limitation  
(see description below)

P1

### Ground Water Use Limitation

That portion of the Real Property described in a Warranty Deed recorded as Entry No.112808:1999 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 1/4 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 1/4 of the Northwest 1/4 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

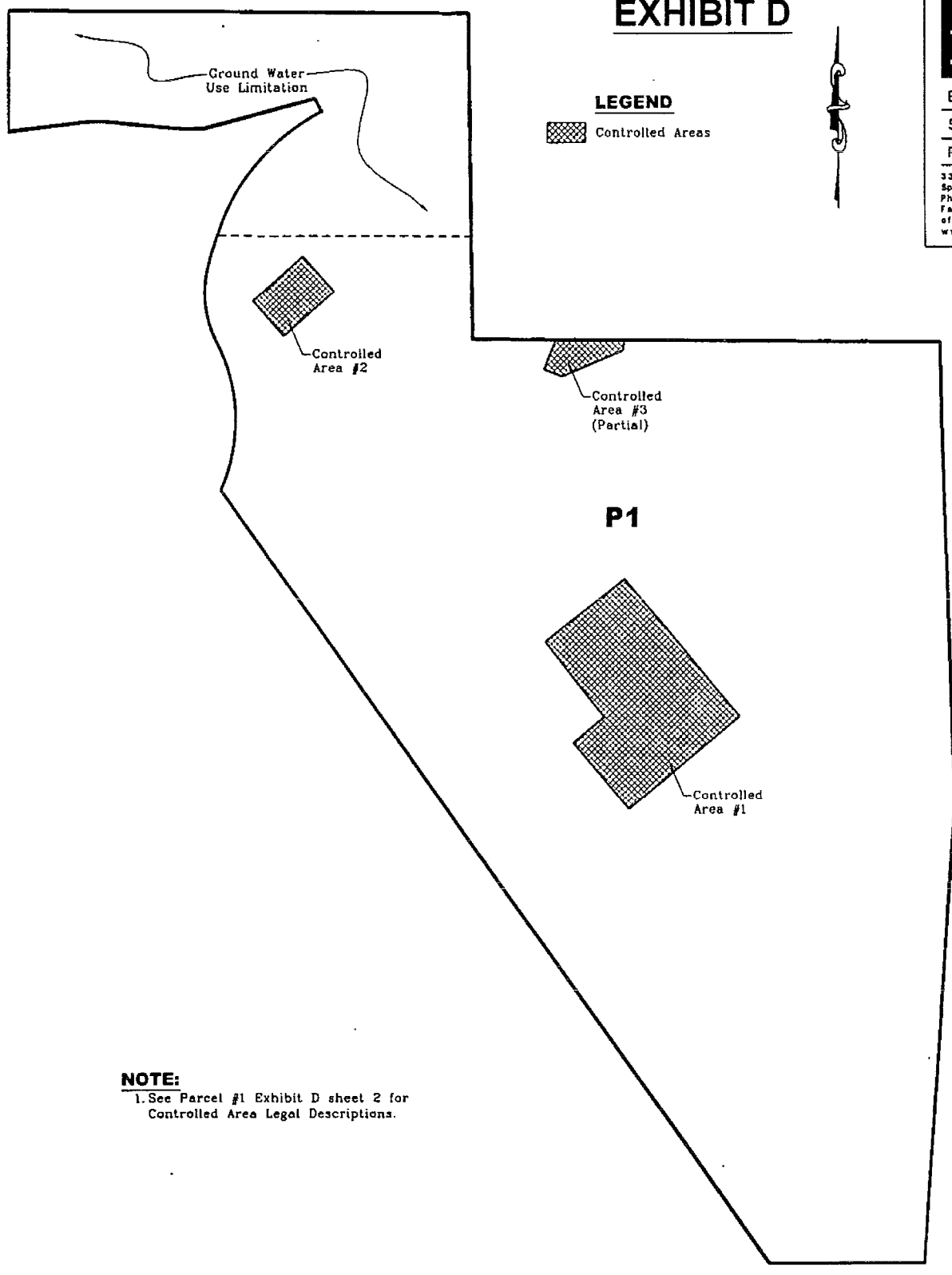


ENGINEERS  
SURVEYORS  
PLANNERS

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Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

## 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



ENGINEERS  
SURVEYORS  
PLANNERS

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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 514.78 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

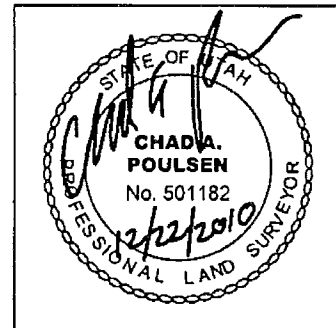
Beginning at a point located S55°30'34"W 2,073.89 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S48°28'32"W 193.81 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 S87°09'28"W 191.71 feet; thence N69°18'15"W 55.07 feet; thence N21°07'47"E 92.18 feet; thence S89°38'55"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

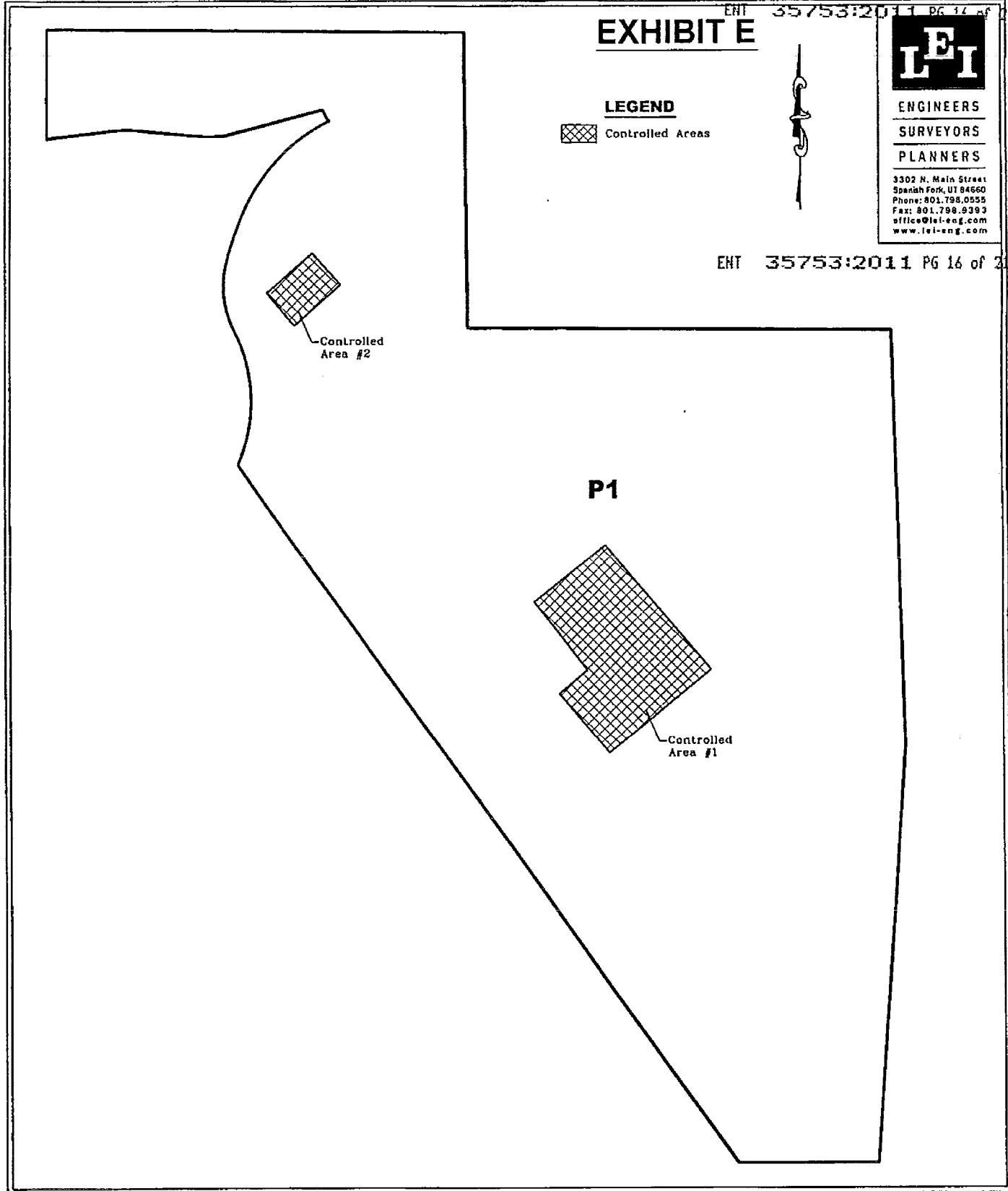
## LEGEND

 Controlled Areas



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

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

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

**DRAWN BY:**  
JLR

---

**SCALE:**  
1"=400'

---

**DATE:**  
12/16/2010

**LEI PROJECT #:**  
2008-0252

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**SHEET**  
**1 of 2**

# EXHIBIT E



ENGINEERS  
SURVEYORS  
PLANNERS

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office@lei-eng.com  
www.lei-eng.com

## CONTROLLED AREA #1

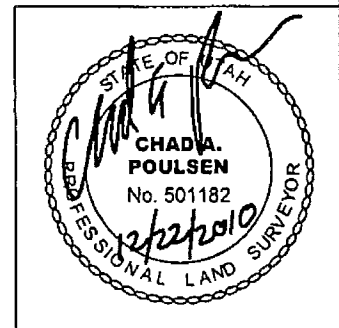
Beginning at a point located S23°27'27"W 2,183.06 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S40°08'21"E 514.78 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

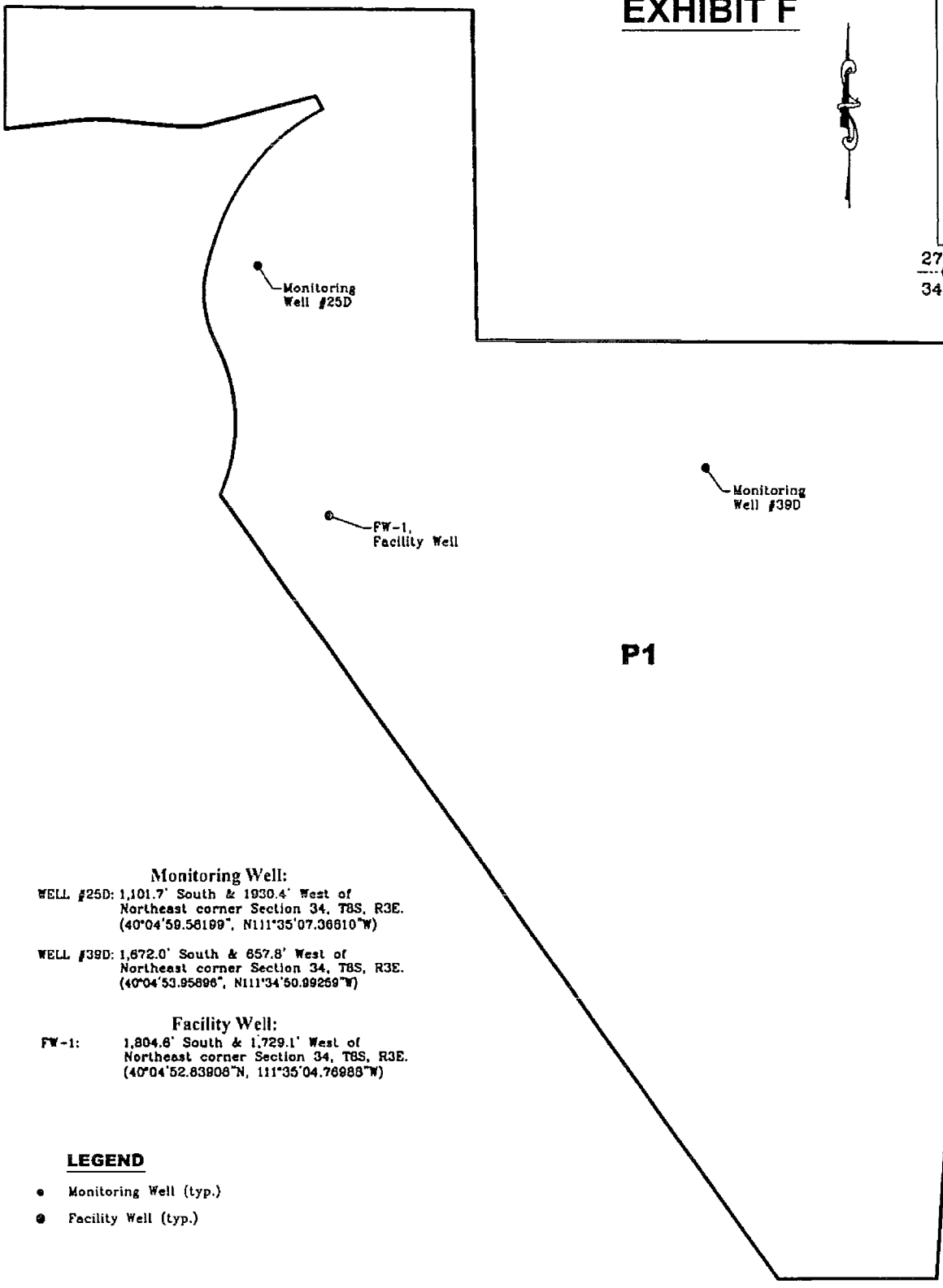


ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0355  
Fax: 801.798.8383  
office@lei-eng.com  
www.lei-eng.com



27 | 26  
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°35'07.38810"W)

WELL #39D: 1,672.0' South & 657.8' West of  
Northeast corner Section 34, T8S, R3E.  
(40°04'53.95896", N111°34'50.99269"W)

### Facility Well:

FW-1: 1,804.6' South & 1,729.1' West of  
Northeast corner Section 34, T8S, R3E.  
(40°04'52.83806"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

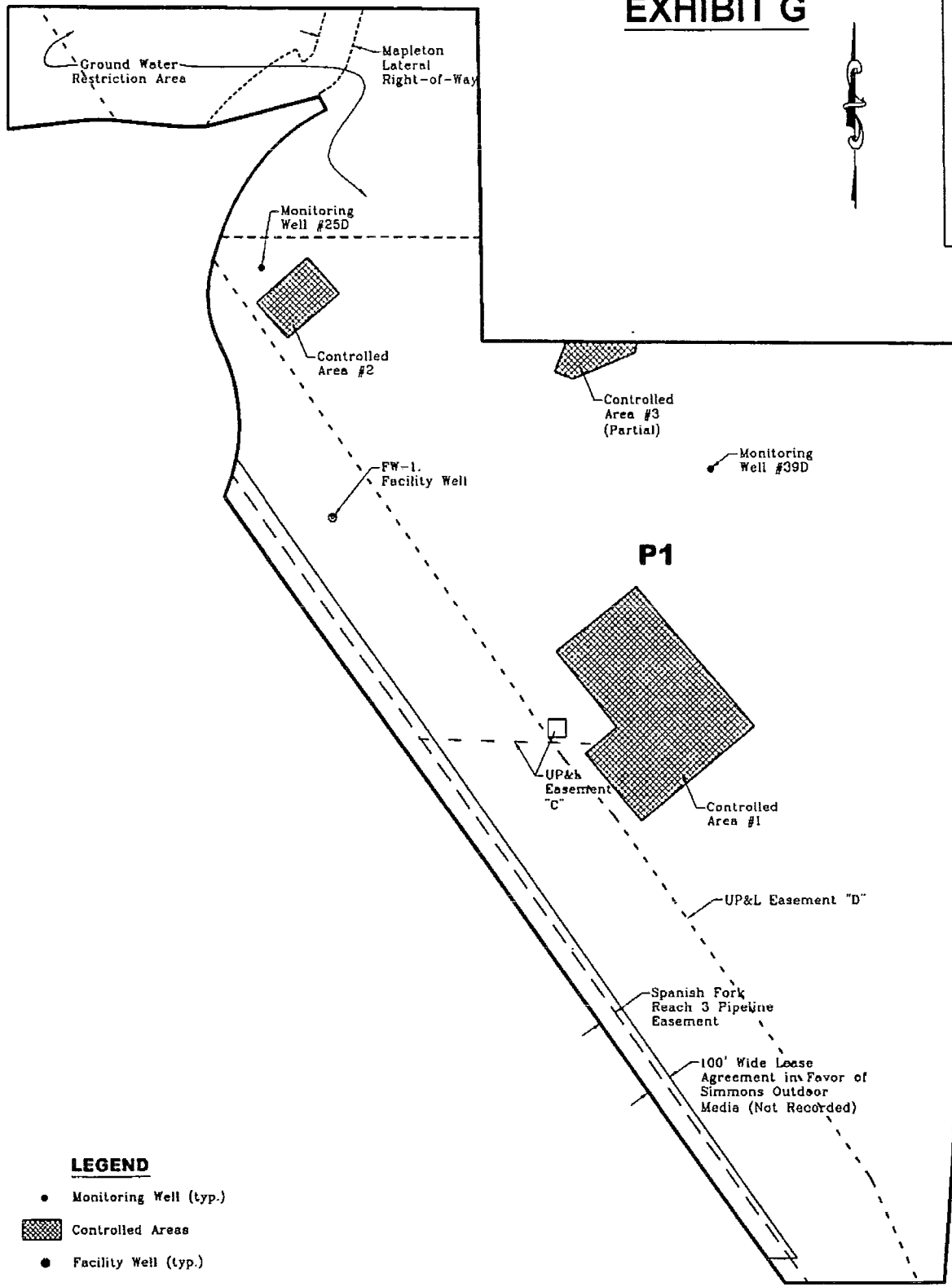
1

# EXHIBIT G



**ENGINEERS  
 SURVEYORS  
 PLANNERS**

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 Spanish Fork, UT 84660  
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 Fax: 801.798.9393  
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 www.lei-eng.com



**LEGEND**

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

## ENCUMBRANCES 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 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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www.lei-eng.com

### 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 #:  
2008-0252

SHEET  
2 of 2

# EXHIBIT H



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
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www.lei-eng.com

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>Verbal notification at least 7-days in advance of starting work.</li> <li>Submit documentation/certification demonstrating compliance.</li> </ul>
	Emergency Excavations	<ul style="list-style-type: none"> <li>Verbal notification of emergency incident within 24-hours.</li> <li>Written follow-up documentation within 15 days.</li> </ul>
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> <li>Written notification within 60-days of starting temporary irrigation.</li> <li>Written notification if more than two irrigation seasons are needed.</li> <li>Water metering and record keeping</li> </ul>
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"> <li>Submittal of work plans, testing results, risk assessment results and/or design plans.</li> <li>Approval required from Executive Secretary prior to commencing work.</li> </ul>
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"> <li>Written notification at least 120 days prior to planned water development or use.</li> <li>Approval required from Executive Secretary and other applicable federal, state or local agencies.</li> <li>Reporting and notification as specified in this SMP related to the use and monitoring of FW-2</li> </ul>
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>Maintain records of five-year inspections.</li> <li>Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> <li>Oral notification within 15 days of becoming aware of such detection.</li> <li>Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252

SHEET

1



~~ENT 61095 : 2011 PG 1 of 28  
Jeffery Smith  
Utah County Recorder  
2011 Aug 30 03:04 PM FEE 77.00 BY EQ  
RECORDED FOR Holland & Hart LLP SLC  
ELECTRONICALLY RECORDED~~

When Recorded Return To:

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

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 3

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 459 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 459 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 3, a map and legal description of which can be found in Exhibit B (the "Parcel"), which is approximately 78.1+/- 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 and Irrigation 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 irrigated or 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. 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 E (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.

d. 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 F (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.

e. Construction Restriction. Owner agrees that before construction of any buildings or utility corridors is commenced in the areas described in and designated on the map contained in Exhibit G, Owner must meet one of the following requirements:

- (i) The Executive Secretary has determined that levels of volatile organic compounds (VOCs) are within acceptable risk levels;
- (ii) Soils containing VOCs are removed until levels acceptable to the Executive Secretary are achieved; or
- (iii) Engineering controls approved by the Executive Secretary to mitigate exposure to VOCs are designed and installed during building or utility corridor construction.

f. 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 H (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.

g. 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 and Irrigation Restriction, the Garden Use Restriction, the Limited Residential Use Restriction, or the Construction 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.

h. 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.

i. 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 K.

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. 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 I 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
- f. to the extent that any other interests in or encumbrances on the Parcel conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have been asked to subordinate such

interests or encumbrances to the Environmental Covenant, and if they have agreed, have executed the subordination agreement in Exhibit J.

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 and to any person holding an interest in or encumbrance on the portion of the Parcel to which an activity or use limitation applies 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**

  
\_\_\_\_\_

8/26/2011  
\_\_\_\_\_ Date

By: PETER BARNETT

Its: PRESIDENT

State of Connecticut )  
County of Hartford )

ss: Simsbury

Before me, a notary public, in and for said county and state, personally appeared Peter 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.

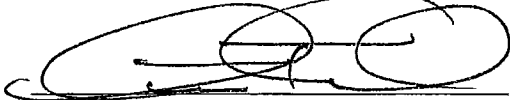
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 26<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_

Notary Public



Utah Solid and Hazardous Waste Control Board

  
Scott T. Anderson, Executive Secretary

8/25/2011  
Date

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

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 25 day of August, 2011.

  
Notary Public

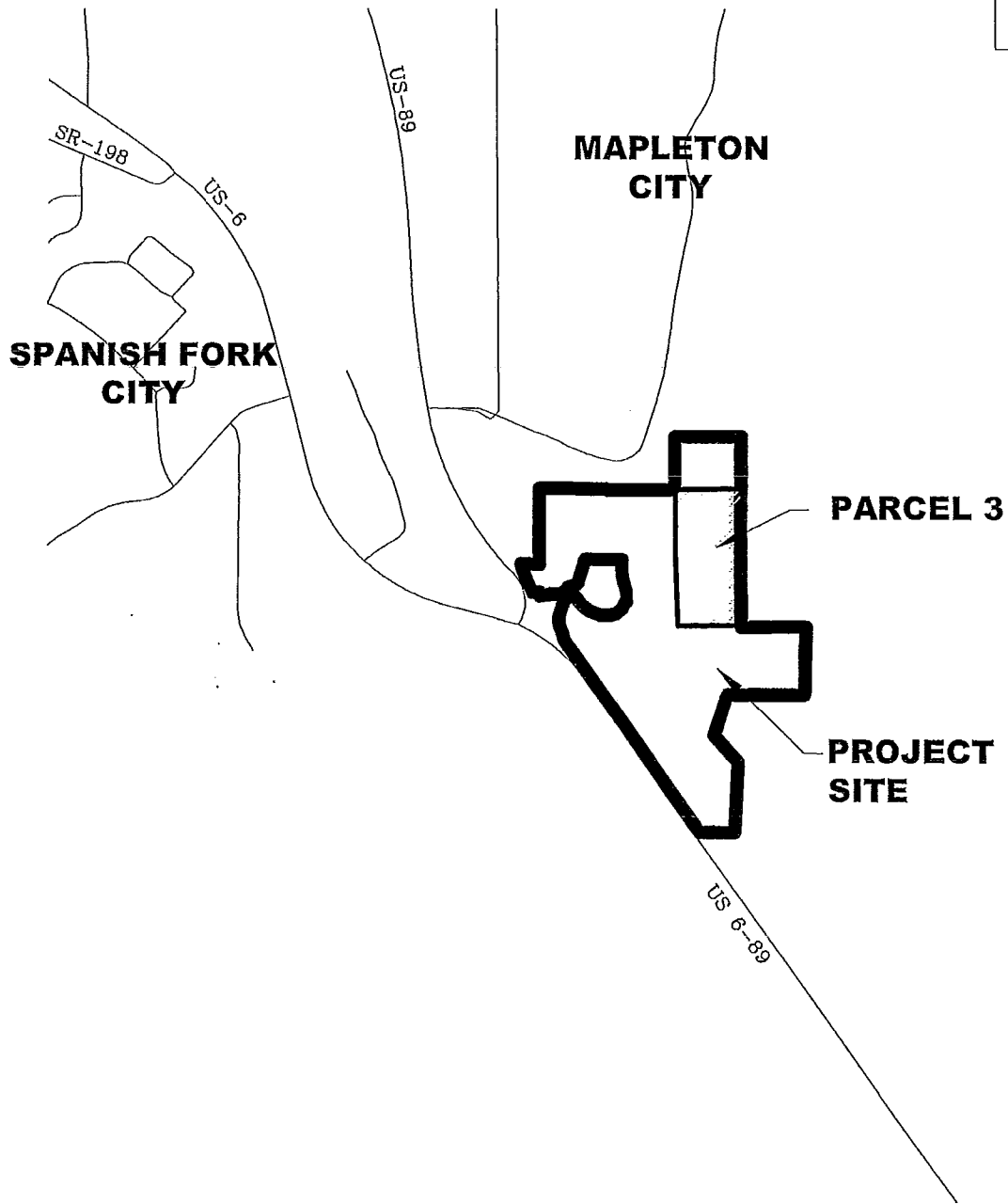


# EXHIBIT A



ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0556  
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:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET

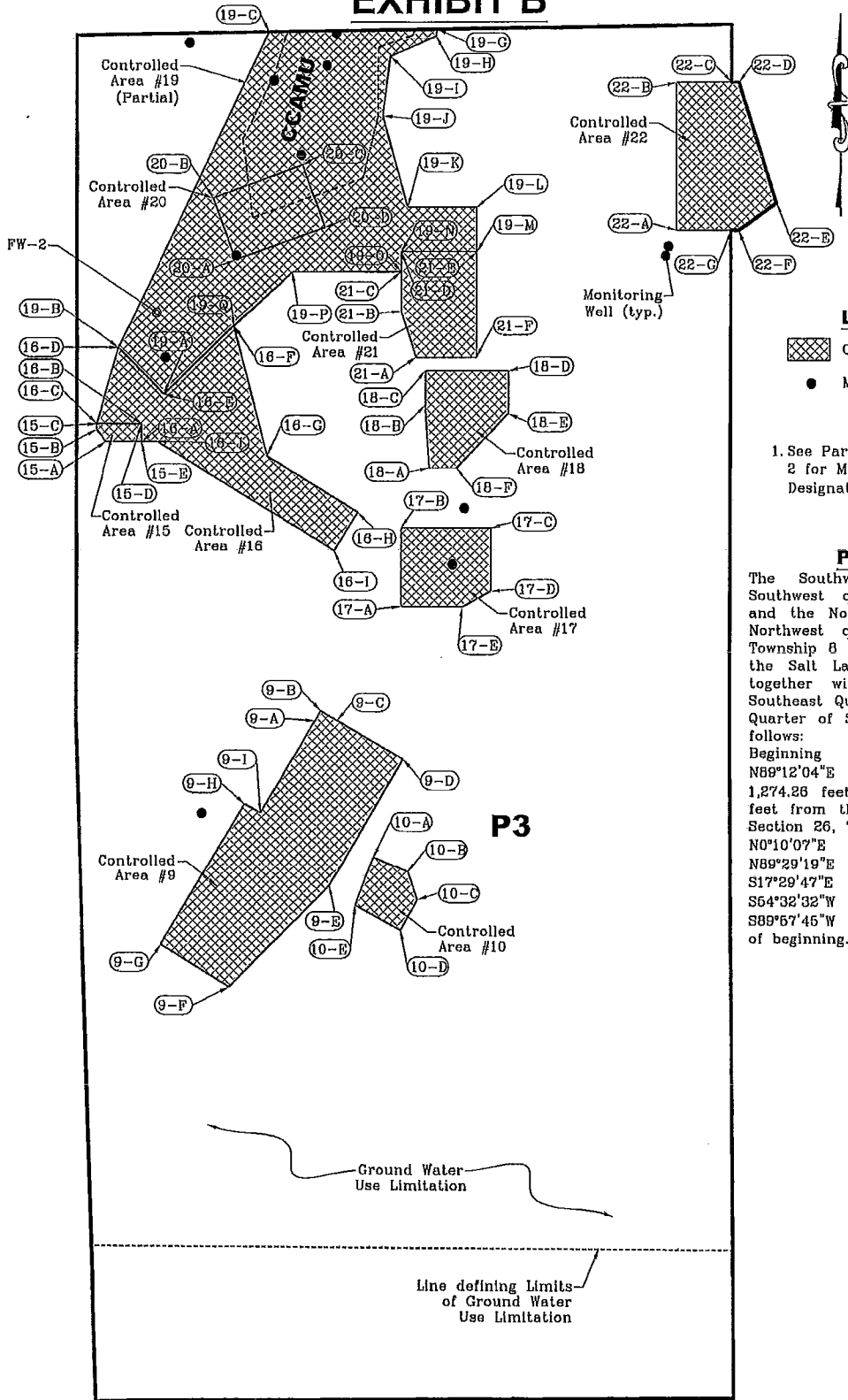
**1**

# EXHIBIT B





**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
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**LEGEND**

-  Controlled Areas
-  Monitoring Well (typ.)

**NOTE:**

1. See Parcel #3 Exhibit B sheet
- 2 for Monumented Corner Designation Latitude/Longitude

**PARCEL #3**

The Southwest quarter of the Southwest quarter of Section 26, and the Northwest quarter of the Northwest quarter of Section 35, Township 8 South, Range 3 East of the Salt Lake Base and Meridian, together with a portion of the Southeast Quarter of the Southwest Quarter of Section 26 described as follows:

Beginning at a point located N89°12'04"E along the Section Line 1,274.28 feet and N0°10'07"E 948.03 feet from the Southwest Corner of Section 26, T8S, R3E, SLB&M; thence N0°10'07"E 286.44 feet; thence N89°29'19"E 15.00 feet; thence S17°29'47"E 245.02 feet; thence S54°32'32"W 91.14 feet; thence S89°57'45"W 15.27 feet to the point of beginning.

## PARCEL #3 MAP

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

DRAWN BY:  
JLR

SCALE:  
1"=300'

DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET  
**1 of 2**

**EXHIBIT B**



**ENGINEERS  
SURVEYORS  
PLANNERS**

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

CORNER DESIGNATION	WGS 84 LATITUDE	WGS 84 LONGITUDE	CORNER DESIGNATION	WGS 84 LATITUDE	WGS 84 LONGITUDE
9-A	40°05'10.55044"N	111°34'36.60121"W	19-A	40°05'16.84397"N	111°34'40.38880"W
9-B	40°05'10.74487"N	111°34'36.45663"W	19-B	40°05'17.73114"N	111°34'41.53833"W
9-C	40°05'10.55793"N	111°34'36.03346"W	19-C	40°05'23.84231"N	111°34'37.81580"W
9-D	40°05'09.81941"N	111°34'34.36091"W	19-G	40°05'23.89301"N	111°34'33.56740"W
9-E	40°05'07.34646"N	111°34'36.21333"W	19-H	40°05'23.75240"N	111°34'33.58499"W
9-F	40°05'05.39572"N	111°34'38.70529"W	19-I	40°05'23.36763"N	111°34'34.73012"W
9-G	40°05'06.20997"N	111°34'40.39890"W	19-J	40°05'22.22168"N	111°34'34.91439"W
9-I	40°05'08.76857"N	111°34'37.94144"W	19-K	40°05'20.47588"N	111°34'34.28488"W
10-A	40°05'07.91248"N	111°34'35.09526"W	19-L	40°05'20.47135"N	111°34'32.55733"W
10-B	40°05'07.63523"N	111°34'34.23345"W	19-M	40°05'19.61848"N	111°34'32.54484"W
10-C	40°05'07.08365"N	111°34'33.98954"W	19-N	40°05'19.62017"N	111°34'34.44482"W
10-D	40°05'06.49480"N	111°34'34.40595"W	19-O	40°05'19.23150"N	111°34'34.44703"W
10-E	40°05'06.97237"N	111°34'35.55851"W	19-P	40°05'19.21574"N	111°34'37.20900"W
15-A	40°05'15.93624"N	111°34'41.84134"W	19-Q	40°05'18.15568"N	111°34'38.66433"W
15-B	40°05'16.17184"N	111°34'42.07881"W	20-A	40°05'19.45712"N	111°34'38.62727"W
15-C	40°05'16.28330"N	111°34'42.07327"W	20-B	40°05'20.65072"N	111°34'39.18465"W
15-D	40°05'16.28057"N	111°34'40.94232"W	20-C	40°05'21.27793"N	111°34'36.96432"W
15-E	40°05'15.93206"N	111°34'40.94561"W	20-D	40°05'20.08531"N	111°34'36.39987"W
16-A	40°05'15.93206"N	111°34'40.94561"W	21-A	40°05'17.55423"N	111°34'34.07075"W
16-B	40°05'16.28057"N	111°34'40.94232"W	21-B	40°05'18.45717"N	111°34'34.44813"W
16-C	40°05'16.28330"N	111°34'42.07327"W	21-C	40°05'19.23150"N	111°34'34.44703"W
16-D	40°05'17.73114"N	111°34'41.53833"W	21-D	40°05'19.62017"N	111°34'34.44482"W
16-E	40°05'16.84397"N	111°34'40.38880"W	21-E	40°05'19.61848"N	111°34'32.54484"W
16-F	40°05'18.15568"N	111°34'38.66433"W	21-F	40°05'17.55328"N	111°34'32.55216"W
16-G	40°05'15.65605"N	111°34'37.80649"W	22-A	40°05'20.03521"N	111°34'27.51272"W
16-H	40°05'14.58189"N	111°34'35.52918"W	22-B	40°05'22.85627"N	111°34'27.52153"W
16-I	40°05'13.83521"N	111°34'36.12402"W	22-C	40°05'22.86682"N	111°34'26.12790"W
16-J	40°05'15.93940"N	111°34'40.55511"W	22-D	40°05'22.86821"N	111°34'25.93478"W
17-A	40°05'12.75744"N	111°34'34.42294"W	22-E	40°05'20.55997"N	111°34'24.98471"W
17-B	40°05'14.28835"N	111°34'34.42646"W	22-F	40°05'20.03700"N	111°34'25.93910"W
17-C	40°05'14.28590"N	111°34'32.17221"W	22-G	40°05'20.03688"N	111°34'26.13583"W
17-D	40°05'13.05482"N	111°34'32.17020"W			
17-E	40°05'12.74807"N	111°34'32.88078"W			

**PARCEL #3 MAP**

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

DRAWN BY:  
**JLR**

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

DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET

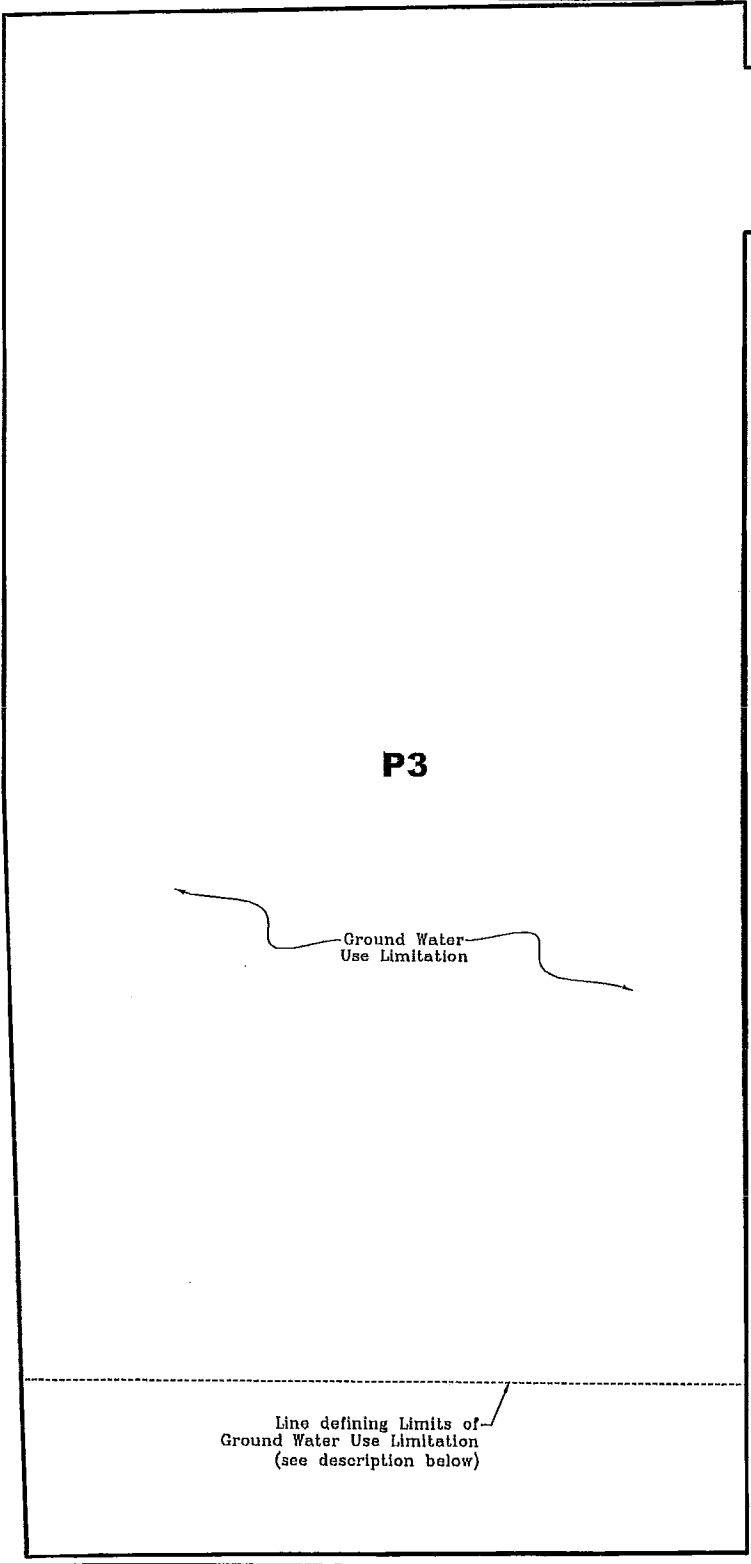
**2 of 2**

# EXHIBIT C



ENGINEERS  
SURVEYORS  
PLANNERS

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Spanish Fork, UT 84680  
Phone: 801.798.0666  
Fax: 801.798.9393  
office@lel-eng.com  
www.lel-eng.com



### GROUND WATER USE LIMITATION

That portion of the Real Property described in a Warranty Deed recorded as Entry No.112808:1899 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 1/4 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 1/4 of the Northwest 1/4 of Section 35, T8S, R3E.

**P3**

Ground Water Use Limitation

Line defining Limits of Ground Water Use Limitation (see description below)

## AREA WITHIN PARCEL #3 SUBJECT TO GROUND WATER USE LIMITATION

THE ENSIGN-BICKFORD COMPANY

SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=300'

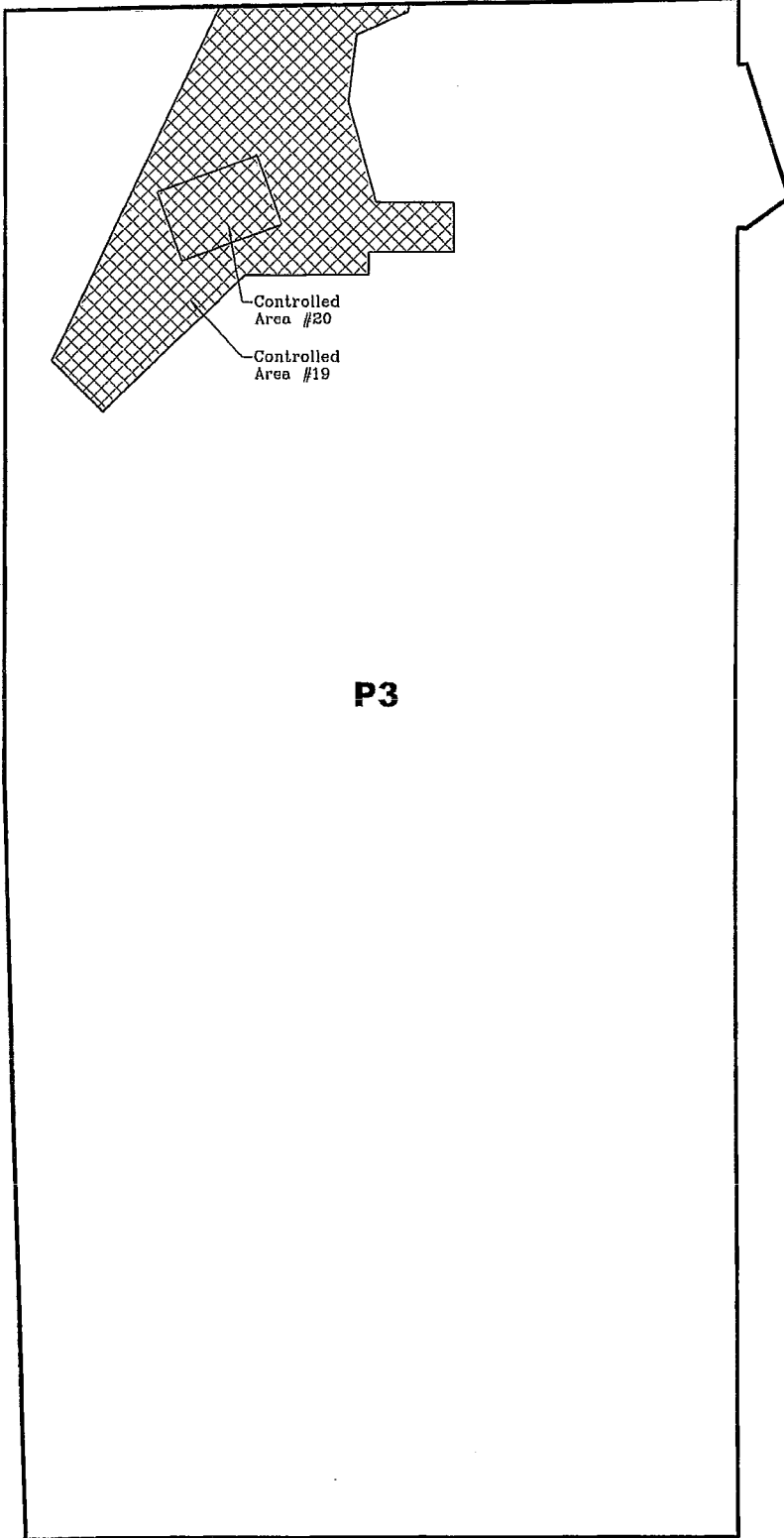
DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET

**1**


# EXHIBIT D



ENGINEERS  
SURVEYORS  
PLANNERS

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### LEGEND

 Controlled Areas

**P3**

**AREAS WITHIN PARCEL #3 SUBJECT TO  
GARDEN USE & IRRIGATION RESTRICTION**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=300'

DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET

**1 of 2**

**EXHIBIT D**



**ENGINEERS  
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PLANNERS**

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**CONTROLLED AREA #19  
(WITHIN PARCEL #3)**

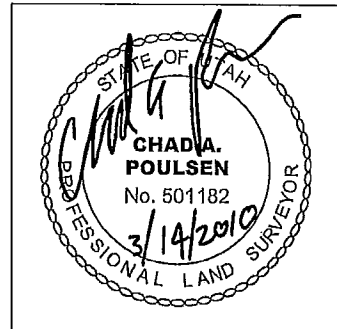
Beginning at a point located N14°40'50"E 665.28 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N44°48'45"W 126.68 feet; thence N25°07'28"E 882.87 feet; thence N89°09'25"E 330.28 feet; thence S5°32'03"W 14.28 feet; thence S68°25'13"W 97.17 feet; thence S7°05'21"W 116.87 feet; thence S15°25'53"E 183.35 feet; thence S89°45'20"E 134.30 feet; thence S0°35'43"E 88.33 feet; thence N89°53'07"W 147.70 feet; thence S0°17'55"W 39.34 feet; thence S89°37'25"W 214.72 feet; thence S46°34'06"W 155.92 feet; thence S45°19'41"W 188.68 feet to the point of beginning.

Contains: 6.16+/- Acres

**CONTROLLED AREA #20**

Beginning at a point located N18°38'45"E 958.04 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N19°40'53"W 126.34 feet; thence N69°51'24"E 183.91 feet; thence S19°55'39"E 126.44 feet; thence S69°53'12"W 184.46 feet to the point of beginning.

Contains: 23.648+/- s.f.



**AREAS WITHIN PARCEL #3 SUBJECT TO  
GARDEN USE & IRRIGATION RESTRICTION**

**THE ENSIGN-BICKFORD COMPANY**

**SPANISH FORK, UTAH**

DRAWN BY:  
**JLR**

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

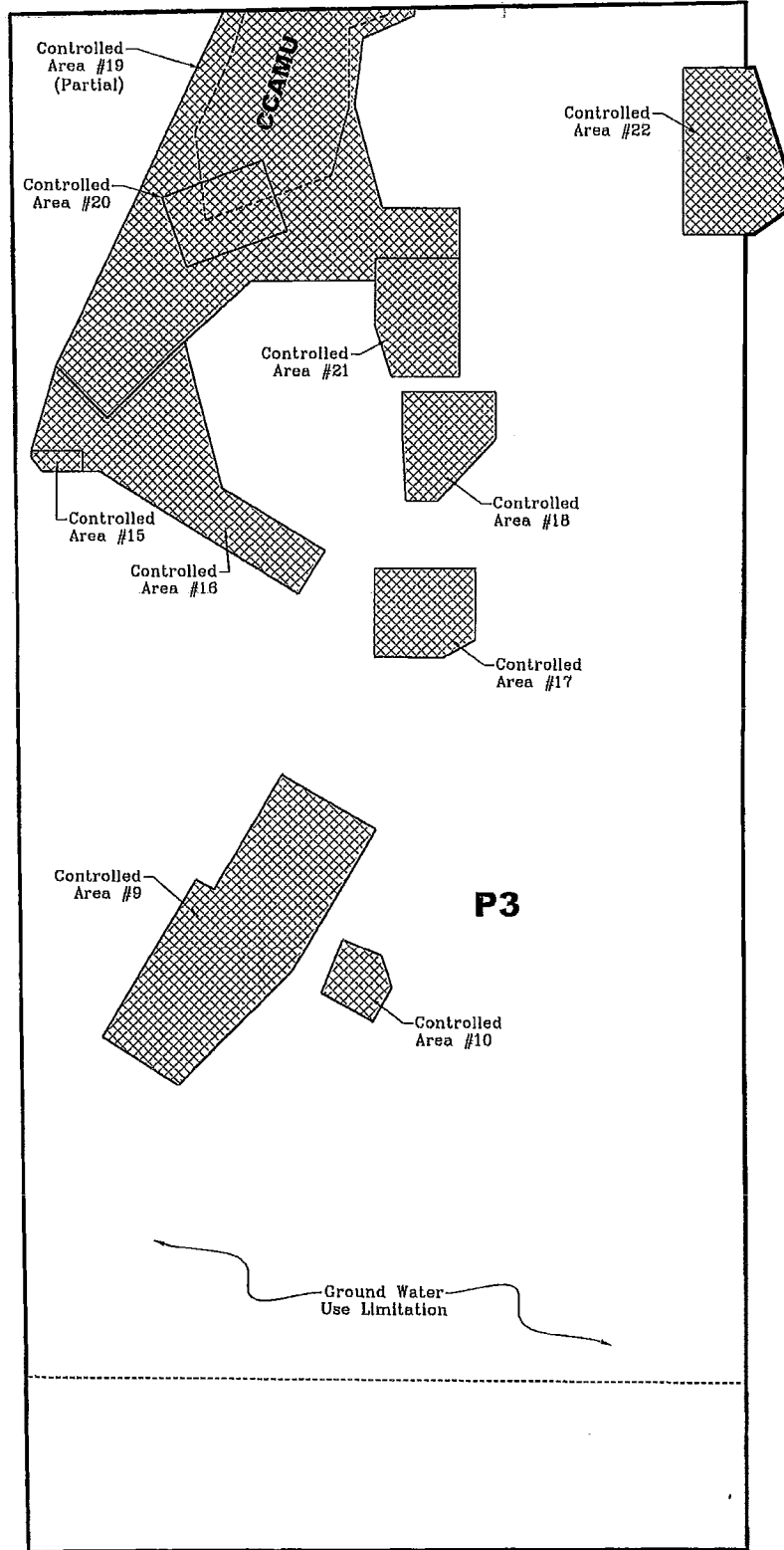
DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET

**2 of 2**


# EXHIBIT E




**ENGINEERS**  
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**PLANNERS**

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 Spanish Fork, UT 84600  
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**LEGEND**

 Controlled Areas

**NOTE:**

1. See Parcel #3 Exhibit E sheets 2 & 3 for Controlled Area Legal Descriptions.

**AREAS WITHIN PARCEL #3 SUBJECT TO GARDEN USE RESTRICTIONS**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
**JLR**

SCALE:  
**1"=300'**

DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET

**1 of 3**



# EXHIBIT E



**ENGINEERS  
SURVEYORS  
PLANNERS**

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Spanish Fork, UT 84680  
Phone: 801.798.0555  
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office@lei-eng.com  
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### CONTROLLED AREA #9

Beginning at a point located N89°13'08"E 462.56 feet from the Northwest Corner of Section 36, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northwest Corner of Section 35 to the North ¼ Corner of Section 34); thence N29°46'56"E 22.66 feet; thence S60°02'47"E 37.95 feet; thence S60°03'27"E 149.98 feet; thence S29°57'49"W 288.77 feet; thence S44°30'22"W 276.62 feet; thence N57°54'24"W 155.33 feet; thence N30°14'12"E 319.46 feet; thence S60°30'35"E 34.93 feet; thence N30°03'55"E 208.28 feet to the point of beginning.

Contains: 2.46+/- acres

### CONTROLLED AREA #10

Beginning at a point located S65°45'55"E 635.34 feet from the Northwest Corner of Section 35, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northwest Corner of Section 35 to the North ¼ Corner of Section 34); thence S67°13'32"E 72.64 feet; thence S18°42'36"E 68.96 feet; thence S28°33'27"W 87.82 feet; thence N61°36'21"W 101.81 feet; thence N20°46'49"E 101.74 feet to the point of beginning.

Contains: 10.657+/- s.f.

### CONTROLLED AREA #15

Beginning at a point located N12°47'54"E 565.34 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of said Section 27); thence N89°36'06"W 89.84 feet; thence N37°41'46"W 30.18 feet; thence N2°14'19"E 11.29 feet; thence S89°46'12"E 87.92 feet; thence S0°27'52"W 35.28 feet to the point of beginning.

Contains: 2,879+/- s.f.

### CONTROLLED AREA #16

Beginning at a point located N3°39'56"E 688.13 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 N15°53'36"E 152.33 feet; thence S44°45'45"E 126.68 feet; thence N45°19'41"E 188.68 feet; thence S14°43'02"E 261.64 feet; thence S58°23'48"E 207.76 feet; thence S31°30'45"W 88.60 feet; thence N58°13'26"W 405.00 feet; thence S88°38'56"W 30.37 feet; thence N0°27'52"E 35.27 feet; thence N89°46'12"W 87.92 feet to the point of beginning.

Contains: 1.64+/- acres

### CONTROLLED AREA #17

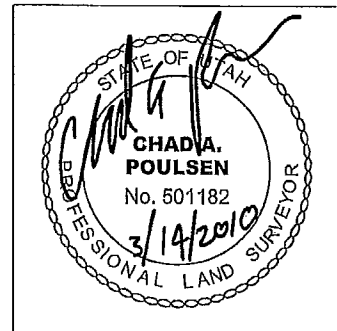
Beginning at a point located N70°02'24"E 672.43 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N0°03'08"W 154.95 feet; thence S89°52'14"E 175.25 feet; thence S0°01'24"E 124.60 feet; thence S60°42'42"W 63.37 feet; thence N89°29'54"W 119.89 feet to the point of beginning.

Contains: 26,378+/- s.f.

### CONTROLLED AREA #18

Beginning at a point located N63°50'16"E 850.35 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N3°36'49"W 120.93 feet; thence N0°04'01"E 66.66 feet; thence S89°57'59"E 162.39 feet; thence S0°04'38"W 82.28 feet; thence S43°51'41"W 146.39 feet; thence N89°22'12"W 53.30 feet to the point of beginning.

Contains: 0.57+/- Acres



**AREAS WITHIN PARCEL #3 SUBJECT TO  
GARDEN USE RESTRICTIONS  
THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH**

DRAWN BY:  
**JLR**  
SCALE:  
**N.T.S.**  
DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET  
**2 of 3**

# EXHIBIT E



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

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www.lei-eng.com

### CONTROLLED AREA #19 (WITHIN PARCEL #3)

Beginning at a point located N14°40'50"E 685.28 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N44°48'45"W 128.68 feet; thence N25°07'28"E 682.87 feet; thence N89°09'25"E 330.28 feet; thence S6°32'03"W 14.28 feet; thence S66°25'13"W 97.17 feet; thence S7°05'21"W 116.87 feet; thence S15°25'53"E 183.35 feet; thence S89°45'20"E 134.30 feet; thence S0°35'43"E 86.33 feet; thence N89°53'07"W 147.70 feet; thence S0°17'55"W 39.34 feet; thence S89°37'25"W 214.72 feet; thence S48°34'08"W 155.92 feet; thence S45°19'41"W 188.68 feet to the point of beginning.

Contains: 5.16+/- Acres

### CONTROLLED AREA #20

Beginning at a point located N18°36'45"E 958.04 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N19°40'53"W 128.34 feet; thence N69°51'24"E 183.91 feet; thence S19°55'39"E 128.44 feet; thence S89°53'12"W 184.46 feet to the point of beginning.

Contains: 23,648+/- s.f.

### CONTROLLED AREA #21

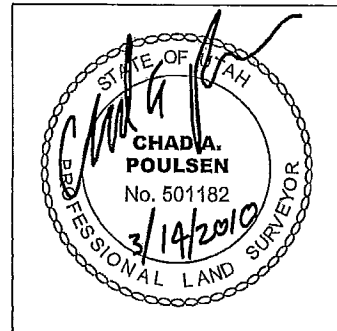
Beginning at a point located N42°42'04"E 972.95 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N17°44'53"W 95.98 feet; thence N0°08'40"E 78.37 feet; thence N0°17'55"E 39.34 feet; thence S89°53'07"E 147.70 feet; thence S0°12'16"W 209.03 feet; thence N89°54'18"W 118.06 feet to the point of beginning.

Contains: 29,522+/- s.f.

### CONTROLLED AREA #22

Beginning at a point located N50°27'39"E 1,518.98 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N0°05'24"W 265.53 feet; thence N89°29'09"E 123.36 feet; thence S17°29'47"E 245.02 feet; thence S64°32'32"W 91.14 feet; thence S89°57'45"W 122.33 feet to the point of beginning.

Contains: 45,760+/- s.f.



**AREAS WITHIN PARCEL #3 SUBJECT TO  
GARDEN USE RESTRICTIONS**  
**THE ENSIGN-BICKFORD COMPANY**  
SPANISH FORK, UTAH

DRAWN BY:  
**JLR**  
SCALE:  
**N.T.S.**  
DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET  
**3 of 3**

# EXHIBIT F





ENGINEERS  
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### LEGEND

 Controlled Areas

Controlled Area #15  


**P3**

**AREA WITHIN PARCEL #3 SUBJECT TO  
LIMITED RESIDENTIAL USE RESTRICTION**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
**JLR**

SCALE:  
**1"=300'**

DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET

**1 of 2**

# EXHIBIT F

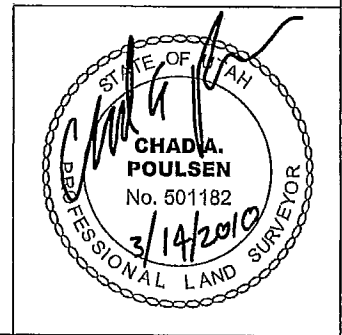


ENGINEERS  
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PLANNERS

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www.lei-eng.com

### CONTROLLED AREA #15

Beginning at a point located N12°47'54"E 565.34 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of said Section 27); thence N89°36'06"W 69.84 feet; thence N37°41'46"W 30.16 feet; thence N2°14'19"E 11.29 feet; thence S89°46'12"E 87.92 feet; thence S0°27'62"W 35.28 feet to the point of beginning.  
Contains: 2,879+/- s.f.



**AREA WITHIN PARCEL #3 SUBJECT TO  
LIMITED RESIDENTIAL USE RESTRICTION**  
**THE ENSIGN-BICKFORD COMPANY**  
SPANISH FORK, UTAH

DRAWN BY:  
JLR  
SCALE:  
N.T.S.  
DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

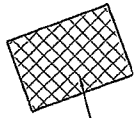
SHEET  
**2 of 2**

# EXHIBIT G




ENGINEERS  
SURVEYORS  
PLANNERS

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Controlled Area #20

### LEGEND

 Controlled Areas

**P3**

**AREA WITHIN PARCEL #3 SUBJECT TO  
CONSTRUCTION RESTRICTION**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=300'

DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET

**1 of 2**

# EXHIBIT G



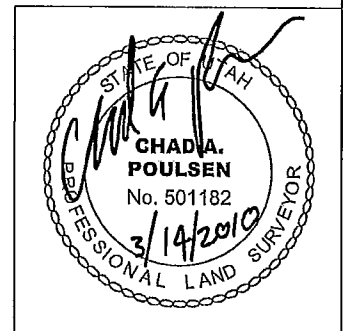
ENGINEERS  
SURVEYORS  
PLANNERS

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Spanish Fork, UT 84680  
Phone: 801.798.0666  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

### CONTROLLED AREA #20

Beginning at a point located N18°36'45"E 958.04 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N19°40'53"W 128.34 feet; thence N68°51'24"E 183.91 feet; thence S19°55'39"E 128.44 feet; thence S68°53'12"W 184.46 feet to the point of beginning.

Contains: 23,548+/- s.f.



**AREA WITHIN PARCEL #3 SUBJECT TO  
CONSTRUCTION RESTRICTION**

**THE ENSIGN-BICKFORD COMPANY**

SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
N.T.S.

DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET

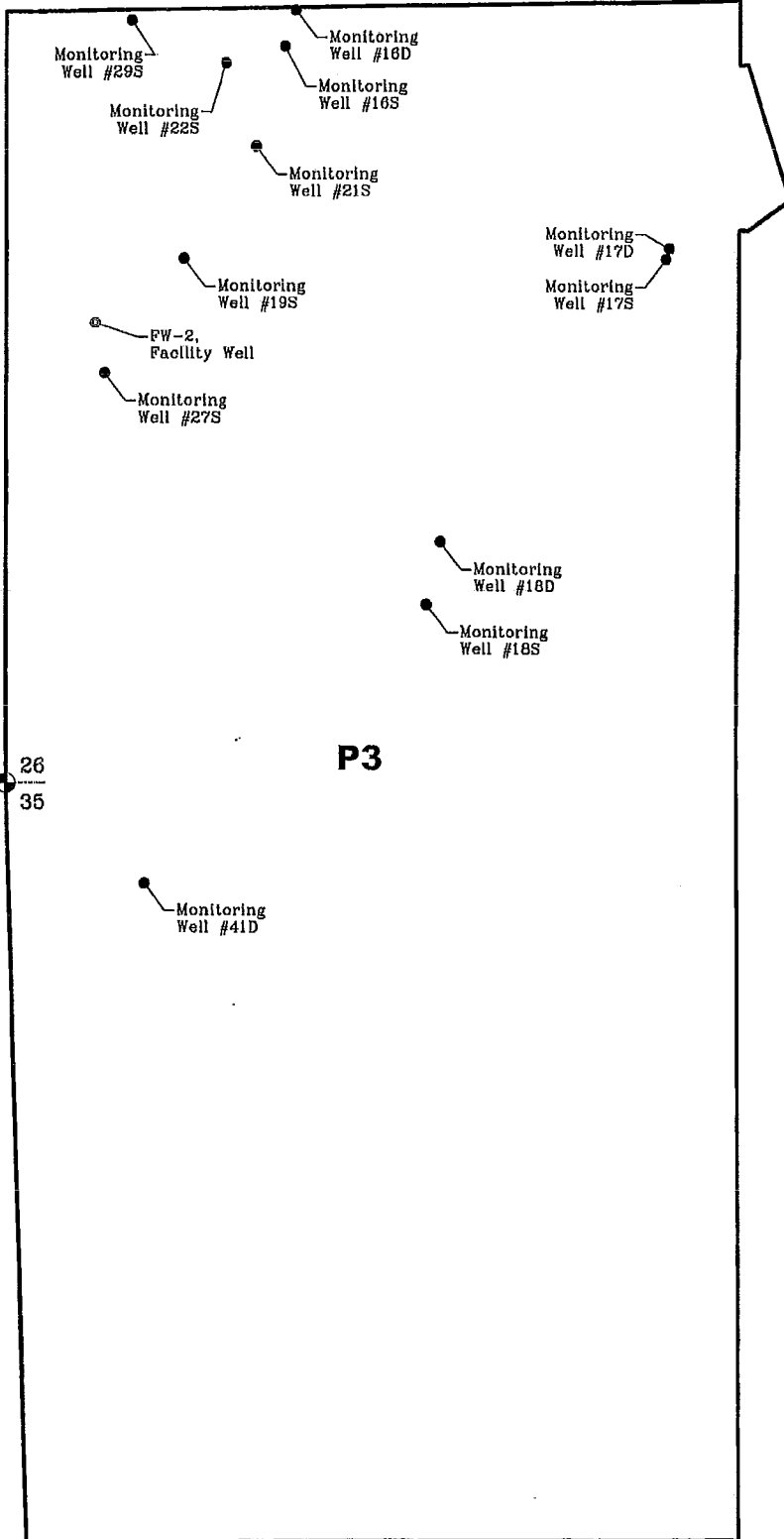
**2 of 2**

# EXHIBIT H



**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84680  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**Monitoring Well:**

- WELL #16D: 1,348.4' North & 601.0 East of Southwest corner Section 26, T8S, R3E. (40°05'23.81089"N, 111°34'36.12058"W)
- WELL #16S: 1,286.1' North & 482.8' East of Southwest corner Section 26, T8S, R3E. (40°05'23.18471"N, 111°34'36.35422"W)
- WELL #17D: 934.8' North & 1,163.5' East of Southwest corner Section 26, T8S, R3E. (40°05'19.72811"N, 111°34'27.72330"W)
- WELL #17S: 916.3' North & 1,147.6' East of Southwest corner Section 26, T8S, R3E. (40°05'19.54654"N, 111°34'27.79830"W)
- WELL #18D: 422.8' North & 755.1' East of Southwest corner Section 26, T8S, R3E. (40°05'14.88753"N, 111°34'32.84223"W)
- WELL #18S: 312.4' North & 732.1' East of Southwest corner Section 26, T8S, R3E. (40°05'13.57726"N, 111°34'33.13724"W)
- WELL #19S: 916.2' North & 307.4' East of Southwest corner Section 26, T8S, R3E. (40°05'19.53907"N, 111°34'38.60882"W)
- WELL #21S: 1,111.2' North & 432.8' East of Southwest corner Section 26, T8S, R3E. (40°05'21.46687"N, 111°34'38.99761"W)
- WELL #22S: 1,256.8' North & 378.8' East of Southwest corner Section 26, T8S, R3E. (40°05'22.89457"N, 111°34'37.89187"W)
- WELL #27S: 714.3' North & 170.9' East of Southwest corner Section 26, T8S, R3E. (40°05'17.54309"N, 111°34'40.36135"W)
- WELL #29S: 1,330.5' North & 215.4' East of Southwest corner Section 26, T8S, R3E. (40°05'23.83132"N, 111°34'39.79431"W)
- WELL #41D: 175.0' South & 244.6' East of Southwest corner Section 26, T8S, R3E. (40°05'08.75731"N, 111°34'39.40192"W).

**Facility Well:**

- FW-2: 803.81' North & 153.40 East of Southwest corner Section 26, T8S, R3E. (40°05'18.42514"N, 111°34'40.58809"W)

**LEGEND**

- Monitoring Well (typ.)

**GROUND WATER MONITORING WELLS ON  
PARCEL #3**

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

DRAWN BY:  
JLR

SCALE:  
1"=300'

DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET

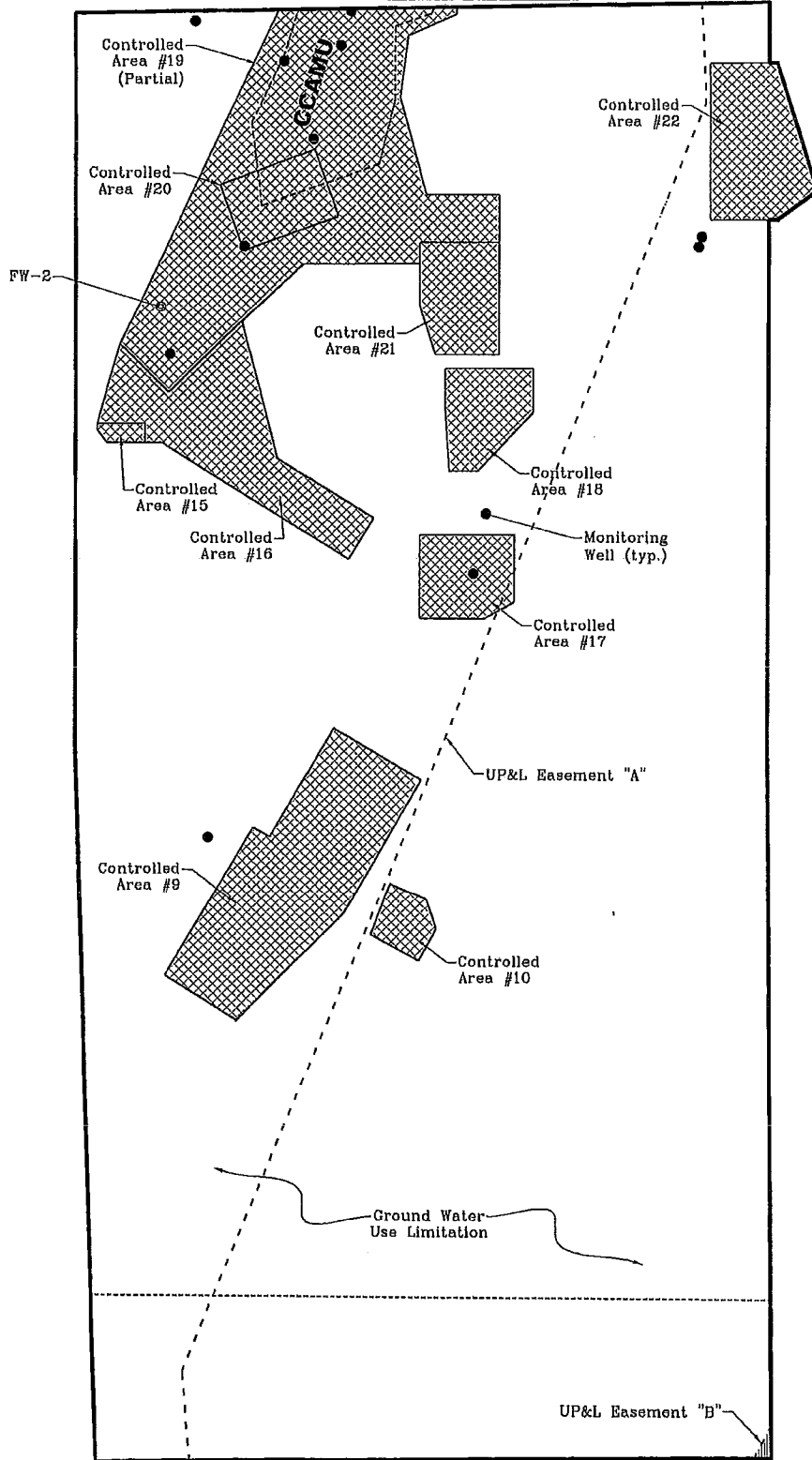
**1**

# EXHIBIT I



**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0666  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**LEGEND**

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

## ENCUMBRANCES ON PARCEL #3

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

DRAWN BY:  
**JLR**

SCALE:  
**1"=300'**

DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET

**1 of 2**



# EXHIBIT I

## UP&L EASEMENT "A"

A pole line Correction of Easement dated December 16, 2010 in favor of Utah Power and Light Company, the terms and conditions contained therein, recorded December 16, 2010 as Entry No. 109815:2010 of the Official Records.

## UP&L EASEMENT "B"

A fifty foot wide Correction of Easement dated December 16, 2010 in favor of Utah Power and Light Company, the terms and conditions contained therein, recorded December 16, 2010 as Entry No. 109816:2010 of the Official Records.



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

## ENCUMBRANCES ON PARCEL #3

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

DRAWN BY:  
**JLR**

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

DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET

**2 of 2**

**EXHIBIT J**



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

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

**SUBORDINATION AGREEMENT IF EXECUTED**

**CONSENT AND SUBORDINATION  
AGREEMENT FOR PARCEL #3**  

---

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

DRAWN BY:  
JLR

SCALE:  
N.T.S.

DATE:  
3/14/2011

LEI PROJECT #:  
2008-0252

SHEET

**1**

# EXHIBIT K



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84600  
Phone: 801.798.0556  
Fax: 801.798.0393  
office@lel-eng.com  
www.lel-eng.com

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>• Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>• Verbal notification at least 7-days in advance of starting work.</li> <li>• Submit documentation/certification demonstrating compliance.</li> </ul>
	Emergency Excavations	<ul style="list-style-type: none"> <li>• Verbal notification of emergency incident within 24-hours.</li> <li>• Written follow-up documentation within 15 days.</li> </ul>
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> <li>• Written notification within 60-days of starting temporary irrigation.</li> <li>• Written notification if more than two irrigation seasons are needed.</li> <li>• Water metering and record keeping</li> </ul>
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"> <li>• Submittal of work plans, testing results, risk assessment results and/or design plans.</li> <li>• Approval required from Executive Secretary prior to commencing work.</li> </ul>
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"> <li>• Written notification at least 120 days prior to planned water development or use.</li> <li>• Approval required from Executive Secretary and other applicable federal, state or local agencies.</li> <li>• Reporting and notification as specified in this SMP related to the use and monitoring of FW-2</li> </ul>
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>• Maintain records of five-year inspections.</li> <li>• Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> <li>• Oral notification within 15 days of becoming aware of such detection.</li> <li>• Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

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

DRAWN BY:  
**JLR**

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

DATE:  
**3/14/2011**

LEI PROJECT #:  
**2008-0252**

SHEET

1





ENT 35754:2011 PG 1 of 15  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2011 Nov 12 10:11 am FEE 46.00 BY SW  
RECORDED FOR ENSIGN BICKFORD COMPANY

When Recorded Return To:

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

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 4**

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 4, shown within the Property on Exhibit A. A map and legal description of Parcel 4, which is approximately 40.6+/- acres, can be found in Exhibit B (the "Parcel"). Exhibit B also depicts 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. 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. 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.

d. 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.

e. Notification. The Owner shall provide notice to the Executive Secretary of 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 E.

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. 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;
- 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; and
- d. 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.

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:



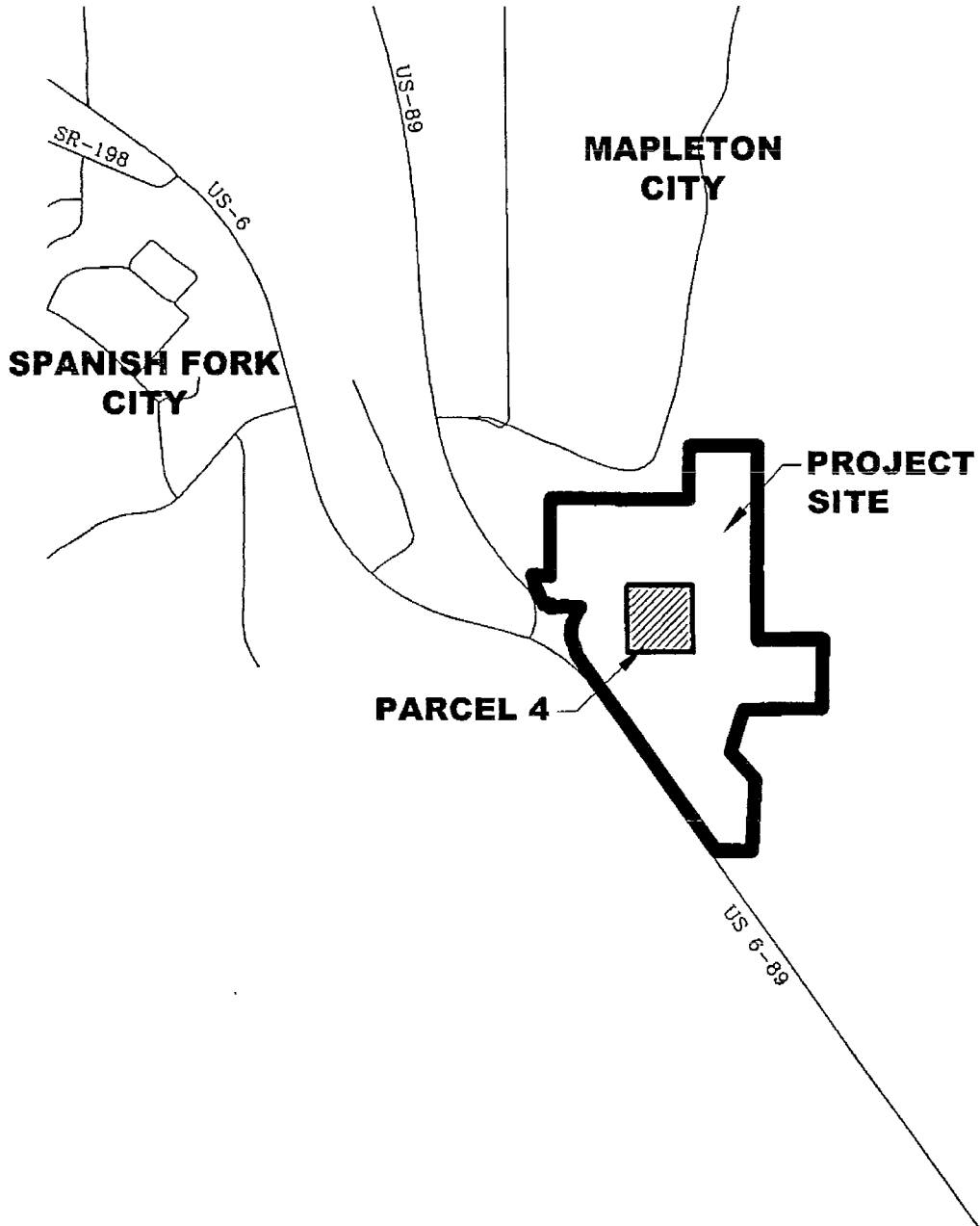


# EXHIBIT A



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

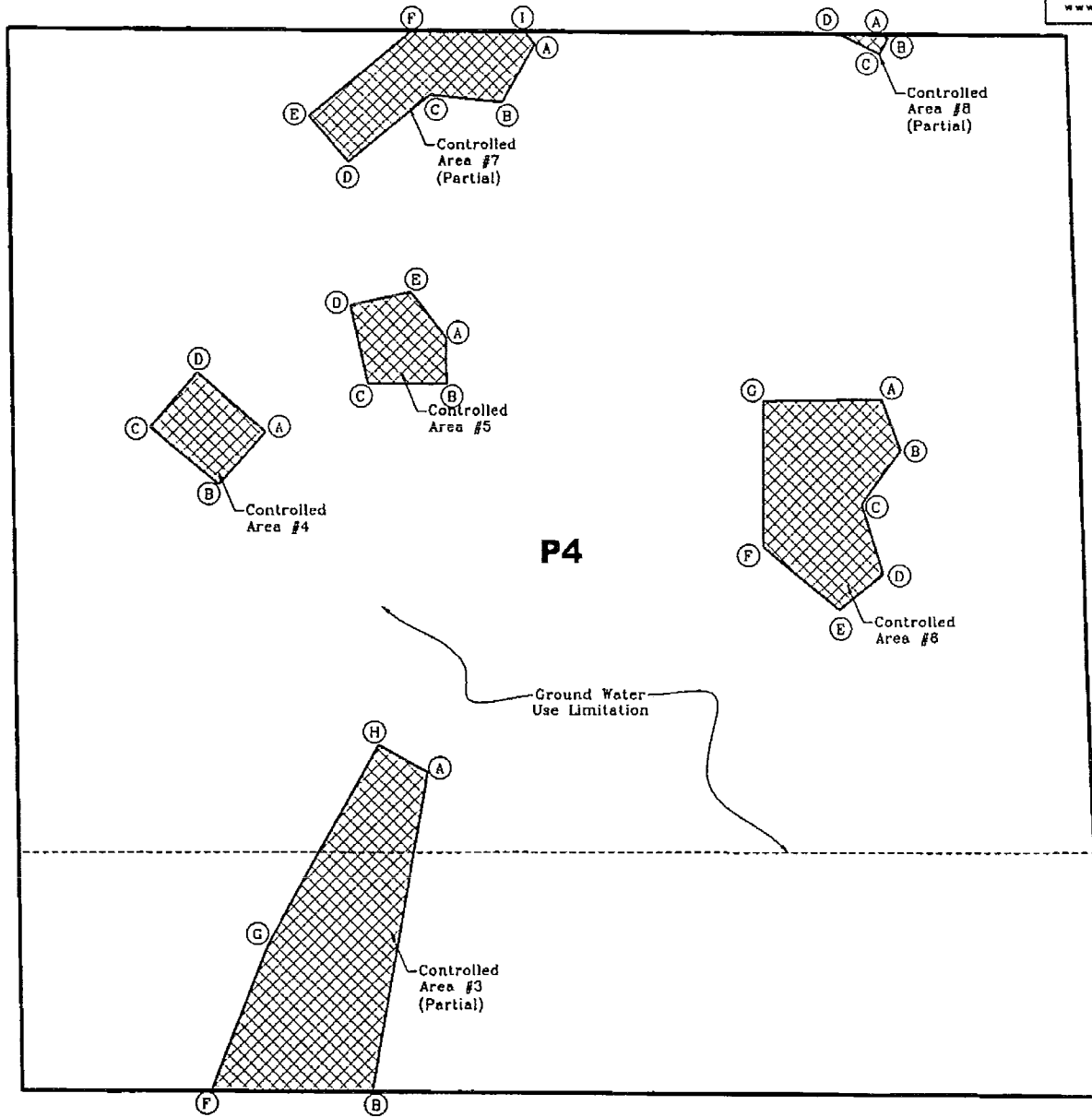
## LEGEND

 Controlled Areas



ENGINEERS  
SURVEYORS  
PLANNERS

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



### PARCEL #4

The Northeast quarter of the Northeast quarter of Section 34,  
Township 8 South, Range 3 East of the Salt Lake Meridian

## PARCEL #4 MAP

THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH

DRAWN BY:

JLR

SCALE:

1"=200'

DATE:

12/16/2010

LEI PROJECT #:

2008-0252

SHEET

1 of 2

## EXHIBIT B



**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

<i>CORNER DESIGNATION</i>	<i>WGS 84 LATITUDE</i>	<i>WGS 84 LONGITUDE</i>
3-A	40°05'01.40178"N	111°34'52.81996"W
3-B	40°04'57.48546"N	111°34'53.69475"W
3-F	40°04'57.49638"N	111°34'56.26851"W
3-G	40°04'59.30063"N	111°34'55.36351"W
3-H	40°05'01.73942"N	111°34'53.59661"W
4-A	40°05'05.61033"N	111°34'55.41089"W
4-B	40°05'04.95819"N	111°34'56.15904"W
4-C	40°05'05.67549"N	111°34'57.26358"W
4-D	40°05'06.33282"N	111°34'56.49684"W
5-A	40°05'06.74899"N	111°34'52.52871"W
5-B	40°05'06.19397"N	111°34'52.52345"W
5-C	40°05'06.19560"N	111°34'53.77800"W
5-D	40°05'07.15214"N	111°34'54.06033"W
5-E	40°05'07.31828"N	111°34'53.10099"W
6-A	40°05'05.99587"N	111°34'45.50577"W
6-B	40°05'05.37427"N	111°34'45.20465"W
6-C	40°05'04.70918"N	111°34'45.83161"W
6-D	40°05'03.85732"N	111°34'45.48350"W
6-E	40°05'03.40882"N	111°34'46.18791"W
6-F	40°05'04.19411"N	111°34'47.41232"W
6-G	40°05'05.98665"N	111°34'47.41610"W
7-A	40°05'10.37035"N	111°34'51.09577"W
7-B	40°05'09.65767"N	111°34'51.62869"W
7-C	40°05'09.74644"N	111°34'52.80413"W
7-D	40°05'08.91276"N	111°34'54.09586"W
7-E	40°05'09.48514"N	111°34'54.72551"W
7-F	40°05'10.54765"N	111°34'53.07898"W
7-I	40°05'10.53683"N	111°34'51.28318"W
8-A	40°05'10.50182"N	111°34'45.53006"W
8-B	40°05'10.45729"N	111°34'45.40928"W
8-C	40°05'10.25402"N	111°34'45.54399"W
8-D	40°05'10.50596"N	111°34'46.21692"W

### PARCEL #4 MAP

**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 C

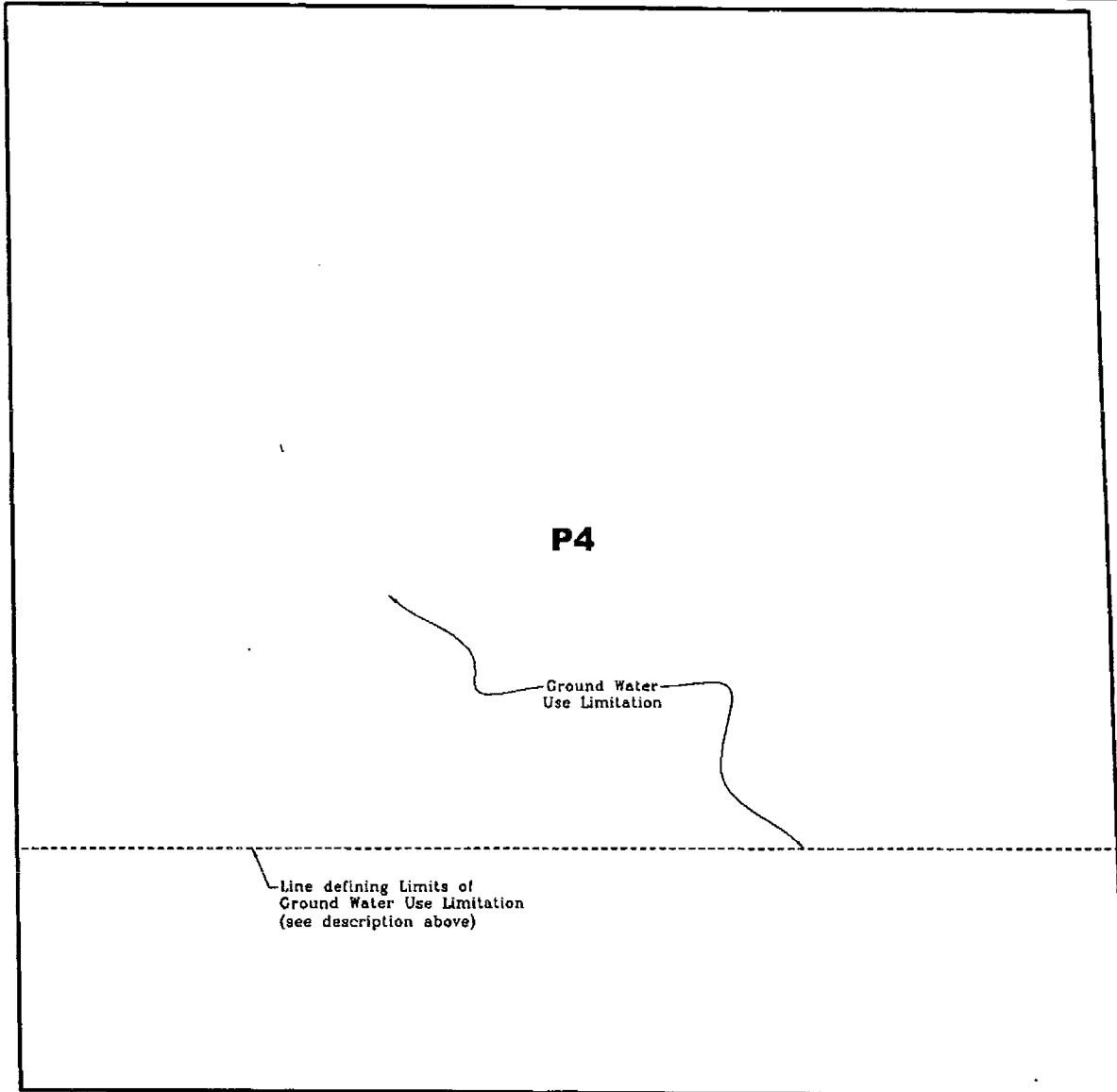
## GROUND WATER USE LIMITATION

That portion of the Real Property described in a Warranty Deed recorded as Entry No.112806.1998 of the Official Records of Utah County lying northerly of a line located S30°09'38"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 1/4 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 1/4 of the Northwest 1/4 of Section 35, T8S, R3E.



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



**AREA WITHIN PARCEL #4 SUBJECT TO  
GROUND WATER USE LIMITATION**

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

DRAWN BY:  
JLR

SCALE:  
1"=200'

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252


SHEET

1



# EXHIBIT D

## LEGEND

 Controlled Areas

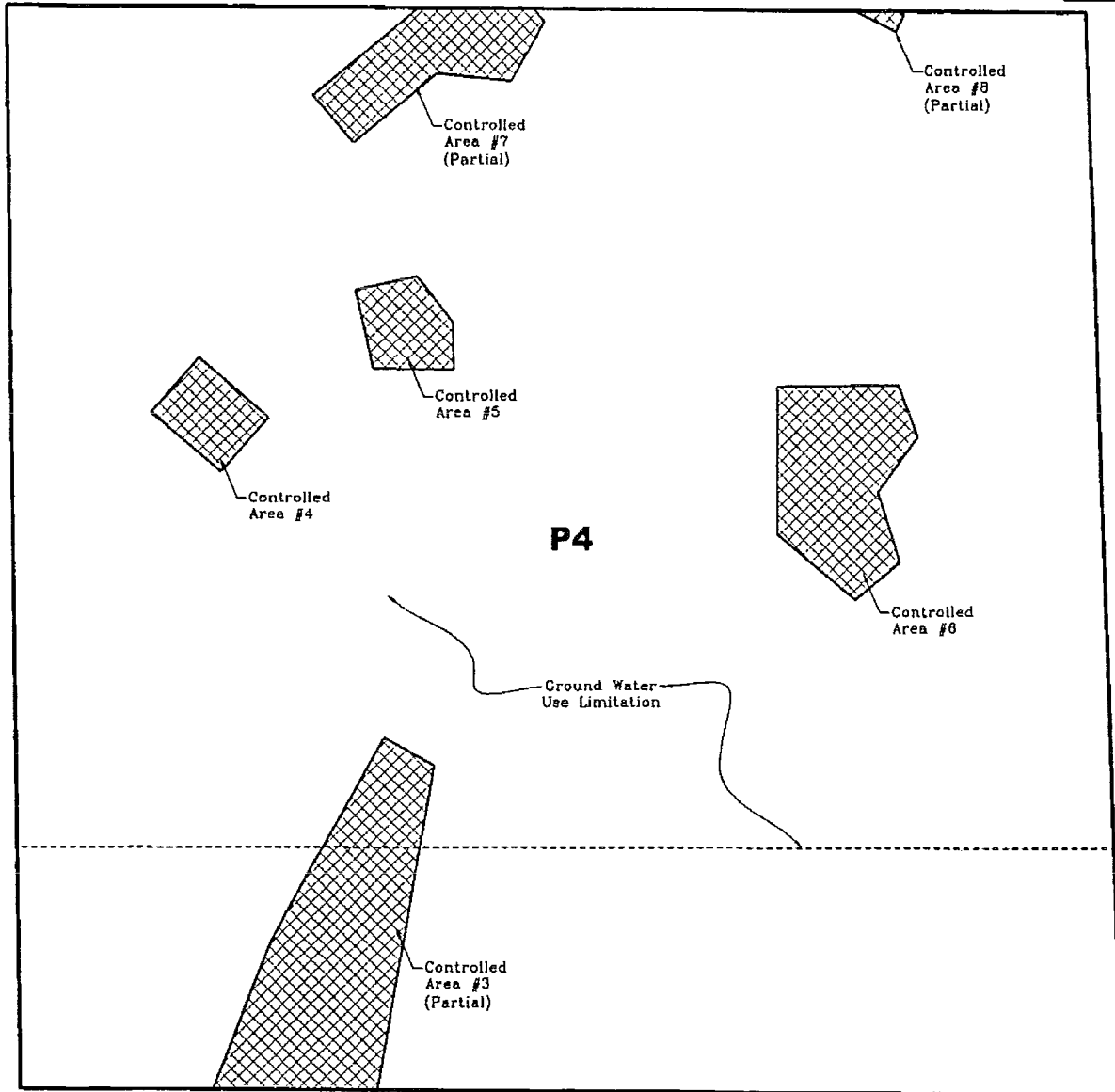


ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84680  
Phone: 801.798.0555  
Fax: 801.798.0393  
office@lel-eng.com  
www.lel-eng.com



### NOTE:

1. See Parcel #4 Exhibit D sheet 2 for Controlled Area Legal Descriptions.

## AREAS WITHIN PARCEL #4 SUBJECT TO GARDEN USE RESTRICTIONS

THE ENSIGN-BICKFORD COMPANY

SPANISH FORK, UTAH

DRAWN BY:

JLR

SCALE:

1"=200'

DATE:

12/16/2010

LEI PROJECT #:

2008-0252

SHEET

1 of 2

# EXHIBIT D



ENGINEERS  
SURVEYORS  
PLANNERS

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Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

### CONTROLLED AREA #3 (WITHIN PARCEL 4)

Beginning at a point located S41°01'34"W 1,217.58 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 402.24 feet; thence N89°38'55"W 200.09 feet; thence N21°07'47"E 195.70 feet; thence N29°08'55"E 282.49 feet; thence S60°26'20"E 69.38 feet to the point of beginning.

Contains: 80,072+/- s.f. or 1.38+/- acres

### CONTROLLED AREA #4

Beginning at a point located S83°47'24"W 1,114.90 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 S41°28'23"W 87.98 feet; thence N49°44'02"W 112.45 feet; thence N41°54'42"E 89.33 feet; thence S49°02'57"E 111.69 feet to the point of beginning.

Contains: 9,933+/- s.f.

### CONTROLLED AREA #5

Beginning at a point located S84°04'10"W 882.97 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 S0°21'51"E 56.18 feet; thence N89°51'03"W 97.53 feet; thence N12°43'18"W 99.27 feet; thence N77°20'48"E 78.45 feet; thence S37°37'18"E 72.80 feet to the point of beginning.

Contains: 10,579+/- s.f.

### CONTROLLED AREA #6

Beginning at a point located S26°52'48"W 509.08 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 S20°21'34"E 67.13 feet; thence S35°57'30"W 83.11 feet; thence S17°22'32"E 90.37 feet; thence S50°23'41"W 71.13 feet; thence N50°05'15"W 124.01 feet; thence N0°02'29"W 181.43 feet; thence N89°41'29"E 148.52 feet to the point of beginning.

Contains: 33,476+/- s.f.

### CONTROLLED AREA #7 (WITHIN PARCEL 4)

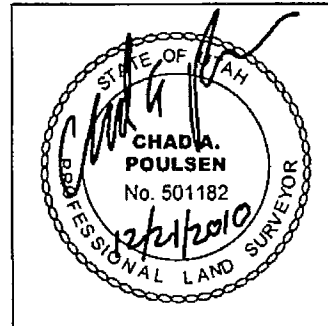
Beginning at a point located S89°03'28"W 664.44 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northeast Corner to the North ¼ Corner of said Section 34); thence S29°55'25"W 83.18 feet; thence N84°19'59"W 91.82 feet; thence S50°00'50"W 131.17 feet; thence N40°08'40"W 75.84 feet; thence N50°01'04"E 167.18 feet; thence S89°29'50"E 139.61 feet; thence S40°47'49"E 22.28 feet to the point of beginning.

Contains: 22,024+/- s.f.

### CONTROLLED AREA #8 (WITHIN PARCEL 4)

Beginning at a point located N89°29'50"W along the Section line 231.66 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence S64°18'39"E 10.42 feet; thence S27°01'40"W 23.09 feet; thence N83°57'48"W 58.20 feet; thence S89°29'50"E 53.40 feet to the point of beginning.

Contains: 790+/- s.f.



**AREAS WITHIN PARCEL #4 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

ENT 85095 : 2018 PG 147 of 185



**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

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>• Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>• Verbal notification at least 7-days in advance of starting work.</li> <li>• Submit documentation/certification demonstrating compliance.</li> </ul>
	Emergency Excavations	<ul style="list-style-type: none"> <li>• Verbal notification of emergency incident within 24-hours.</li> <li>• Written follow-up documentation within 15 days.</li> </ul>
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> <li>• Written notification within 60-days of starting temporary irrigation.</li> <li>• Written notification if more than two irrigation seasons are needed.</li> <li>• Water metering and record keeping</li> </ul>
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"> <li>• Submittal of work plans, testing results, risk assessment results and/or design plans.</li> <li>• Approval required from Executive Secretary prior to commencing work.</li> </ul>
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"> <li>• Written notification at least 120 days prior to planned water development or use.</li> <li>• Approval required from Executive Secretary and other applicable federal, state or local agencies.</li> <li>• Reporting and notification as specified in this SMP related to the use and monitoring of FW-2</li> </ul>
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>• Maintain records of five-year inspections.</li> <li>• Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> <li>• Oral notification within 15 days of becoming aware of such detection.</li> <li>• Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

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

DRAWN BY:  
JLR

SCALE:  
N.T.S.

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252

SHEET

1



When Recorded Return To:

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

ENT ~~61096~~ : 2011 PG 1 of 17  
Jeffery Smith  
Utah County Recorder  
2011 Aug 30 03:11 PM FEE 49.00 BY SS  
RECORDED FOR Holland & Hart LLP - SLC  
ELECTRONICALLY RECORDED

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 6

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 459 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 459 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 6, a map and legal description of which can be found in Exhibit B (the "Parcel"), which is approximately 40.8+/- 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 on Parcel 6 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 C (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. Ground Water Recovery System. Owner agrees that, until such time as the Executive Secretary agrees that operation of the ground water recovery system approved by the Executive Secretary is no longer necessary, the areas identified in Exhibit D used for components of the ground water recovery system (1) shall not be used in a manner which will interfere with the operation, maintenance, monitoring and repair of the ground water recovery system, and (2) shall not be transferred without the Owner obtaining the necessary easements, rights-of-way and/or access agreements to permit the uninterrupted operation, maintenance, monitoring and repair of the ground water recovery system.

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 E (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. 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 of 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 F.
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. 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;

- 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; and
- d. 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**

  
\_\_\_\_\_

8/26/2011  
Date

By: PETER BARNETT

Its: PRESIDENT

State of Connecticut )

County of Hartford )

ss: Simsbury

Before me, a notary public, in and for said county and state, personally appeared Peter Barnett, a duly authorized representative of The Ensign-Bickford Company, who

~~ENT 61096:2011 PG 8 of 17~~

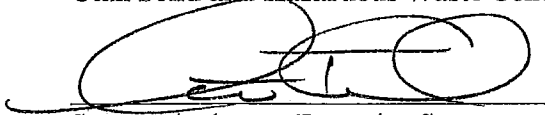
acknowledged to me that he/she did execute the foregoing instrument on behalf of The Ensign-Bickford Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 26<sup>th</sup> day of August, 2011.

*Patricia M. Zabbara*  
Notary Public

**PATRICIA M. ZABBARA**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES 6/30/2013**

Utah Solid and Hazardous Waste Control Board

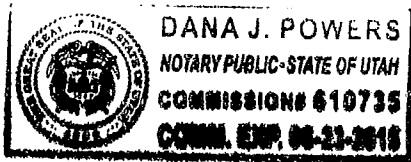
  
Scott T. Anderson, Executive Secretary

8/25/2011  
Date

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

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 05 day of August, 2011.



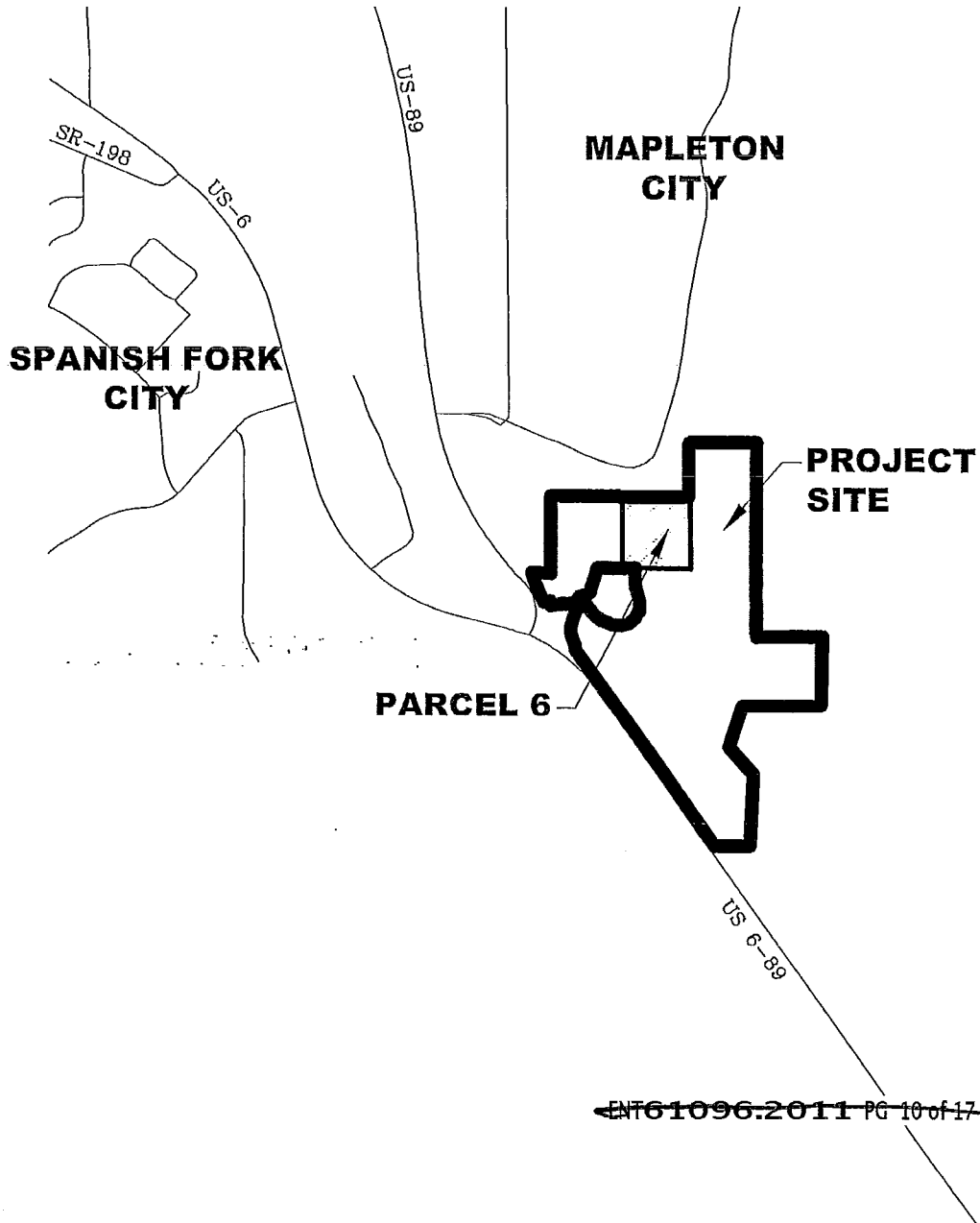
  
Notary Public

# 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



~~ENT61096.2011 PG 10 of 17~~

## 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

### LEGEND

-  Controlled Areas
-  Monitoring Well (typ.)

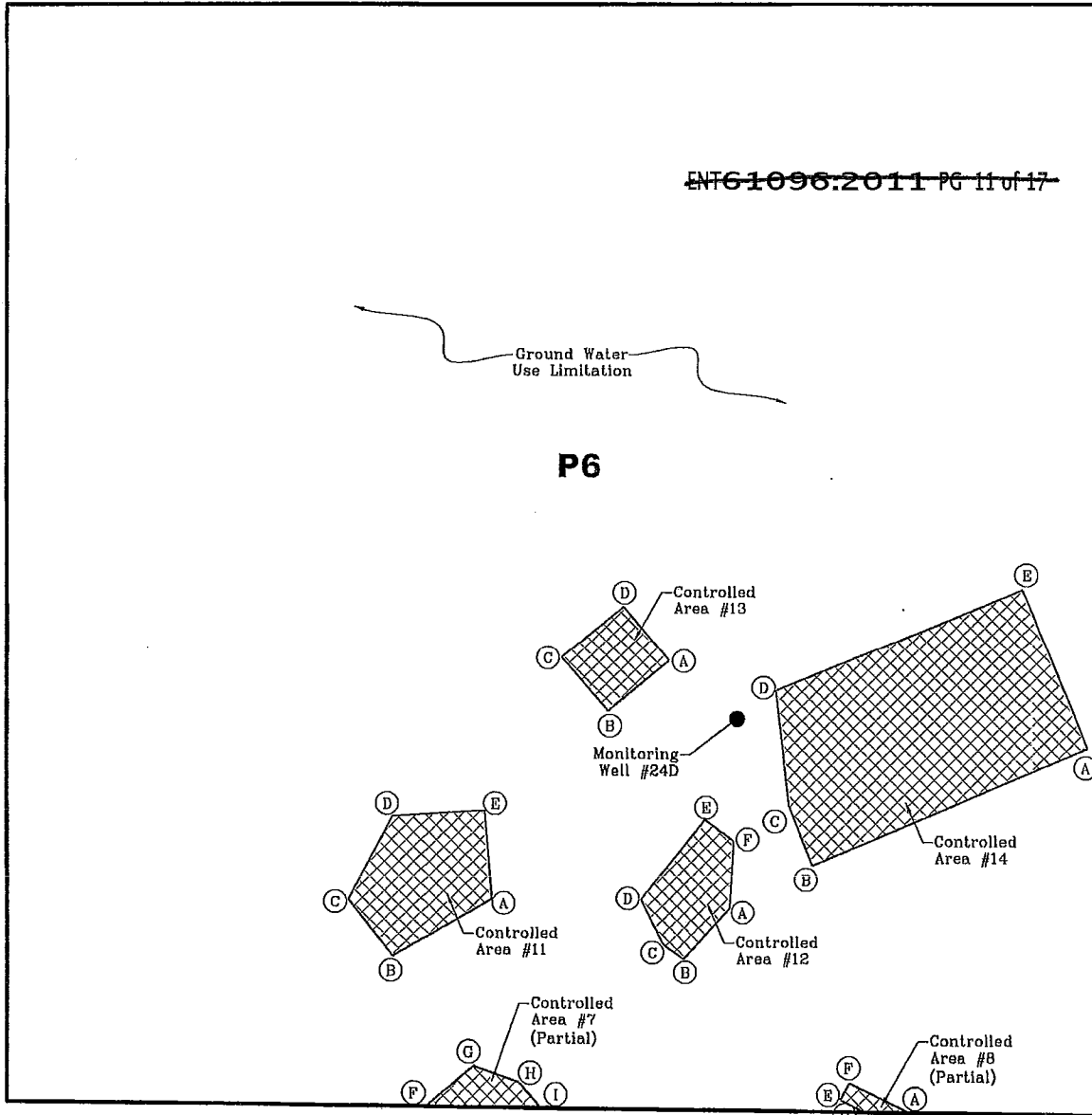


ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0666  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



~~ENT 61096:2011 PG 11 of 17~~



### PARCEL #6

The Southeast quarter of the Southeast quarter of Section 27,  
Township 8 South, Range 3 East of the Salt Lake Base and Meridian.

## PARCEL #6 MAP

THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=200'

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>
7-F	40°05'10.54765"N	111°34'53.07898"W
7-G	40°05'11.02518"N	111°34'52.33864"W
7-H	40°05'10.83605"N	111°34'51.61974"W
7-I	40°05'10.53683"N	111°34'51.28318"W
8-A	40°05'10.50182"N	111°34'45.53006"W
8-D	40°05'10.50596"N	111°34'46.21692"W
8-E	40°05'10.65070"N	111°34'46.60275"W
8-F	40°05'10.84679"N	111°34'46.46787"W
11-A	40°05'13.02539"N	111°34'52.05699"W
11-B	40°05'12.32845"N	111°34'53.58270"W
11-C	40°05'13.01119"N	111°34'54.27889"W
11-D	40°05'14.01206"N	111°34'53.58691"W
11-E	40°05'14.08178"N	111°34'52.17542"W
12-A	40°05'12.92125"N	111°34'48.33927"W
12-B	40°05'12.30819"N	111°34'49.06283"W
12-C	40°05'12.48711"N	111°34'49.38417"W
12-D	40°05'13.03018"N	111°34'49.72999"W
12-E	40°05'13.98091"N	111°34'48.73121"W
12-F	40°05'13.73362"N	111°34'48.27473"W
13-A	40°05'15.88471"N	111°34'49.29313"W
13-B	40°05'15.27266"N	111°34'50.24745"W
13-C	40°05'15.92307"N	111°34'50.97306"W
13-D	40°05'16.53968"N	111°34'50.00513"W
14-A	40°05'14.84792"N	111°34'42.79008"W
14-B	40°05'13.44274"N	111°34'47.04783"W
14-C	40°05'14.16100"N	111°34'47.41641"W
14-D	40°05'15.52586"N	111°34'47.61609"W
14-E	40°05'16.76113"N	111°34'43.78399"W

~~ENT 61096:2011 PG 12 of 17~~

## PARCEL #6 MAP

**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 C



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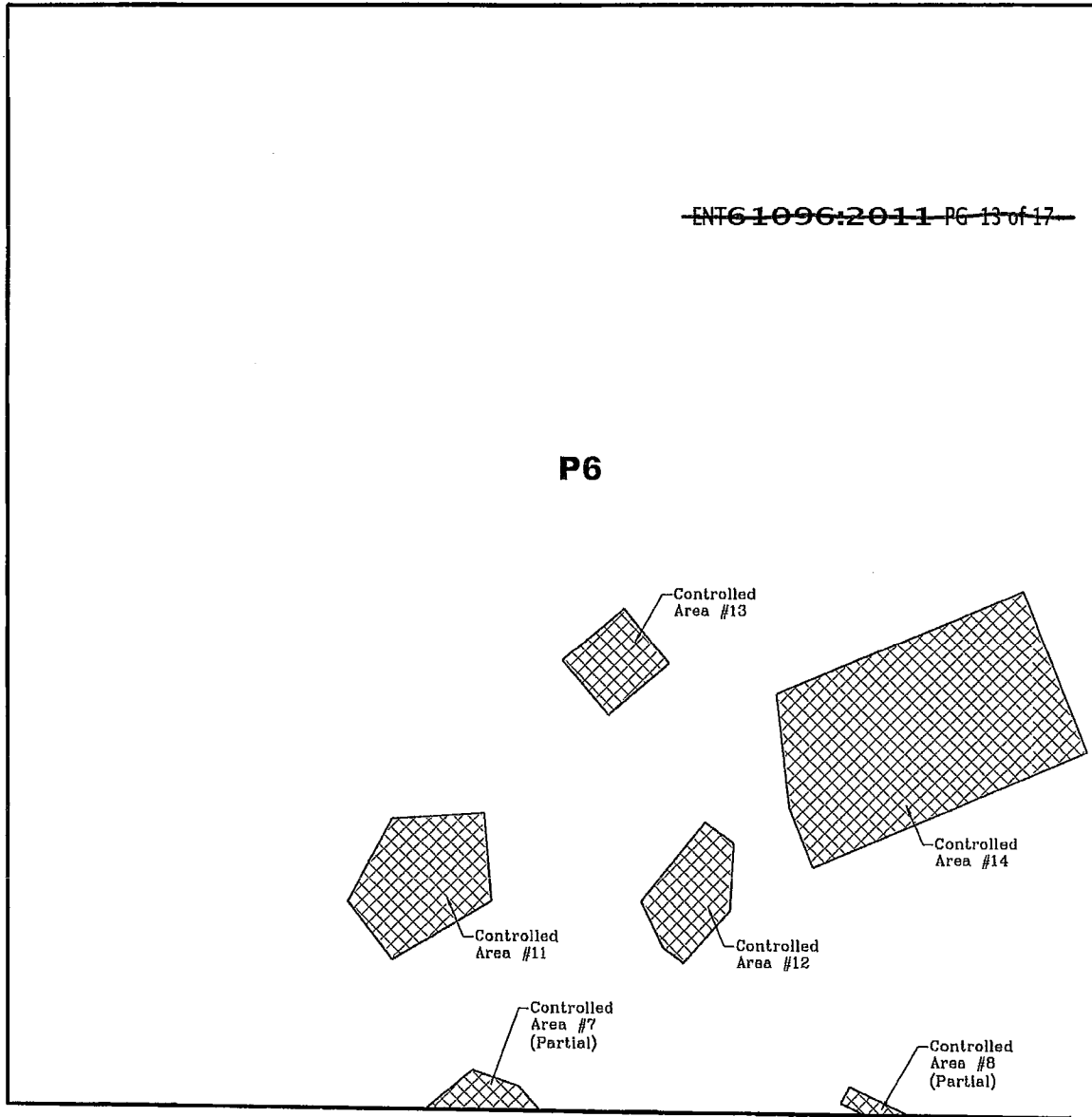
### LEGEND

 Controlled Areas



~~ENT 1096:2011 PG 13 of 17~~

## P6



### NOTE:

1. See Parcel #8 Exhibit C sheet 2 for Controlled Area Legal Descriptions.

## AREAS WITHIN PARCEL #6 SUBJECT TO GARDEN USE RESTRICTIONS

### THE ENSIGN-BICKFORD COMPANY

SPANISH FORK, UTAH

DRAWN BY:

JLR

SCALE:

1"=200'

DATE:

12/16/2010

LEI PROJECT #:

2008-0252

SHEET

# 1 of 2

# EXHIBIT C



ENGINEERS  
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### CONTROLLED AREA #7 (WITHIN PARCEL 6)

Beginning at a point located N89°29'50"W along the Section line 878.93 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence N89°29'50"W along the Section line 139.61 feet; thence N50°01'45"E 75.16 feet; thence S71°02'25"E 59.08 feet; thence S40°46'22"E 40.02 feet to the point of beginning.

Contains: 4,001+/- s.f.

### CONTROLLED AREA #8 (WITHIN PARCEL 6)

~~ENT 61096:2011 PG 14 of 17~~

Beginning at a point located N89°29'50"W along the Section line 231.66 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence N89°29'50"W 53.40 feet; thence N83°55'07"W 33.38 feet; thence N27°53'54"E 22.45 feet; thence S64°21'32"E 80.84 feet to the point of beginning.

Contains: 1,291+/- s.f

### CONTROLLED AREA #11

Beginning at a point located N70°45'38"W 782.55 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of Section 27); thence S59°18'41"W 138.00 feet; thence N38°01'00"W 87.78 feet; thence N28°01'20"E 114.70 feet; thence N86°22'21"E 109.96 feet; thence S4°52'10"E 107.32 feet to the point of beginning.

Contains: 20,617+/- s.f.

### CONTROLLED AREA #12

Beginning at a point located N61°13'19"W 513.21 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of Section 27); thence S42°14'40"W 83.75 feet; thence N54°00'33"W 30.85 feet; thence N26°00'43"W 61.19 feet; thence N38°57'06"E 123.85 feet; thence S54°45'12"E 43.43 feet; thence S3°32'36"W 82.38 feet to the point of beginning.

Contains: 11,259+/- s.f.

### CONTROLLED AREA #13

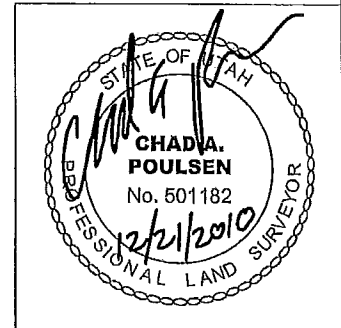
Beginning at a point located N43°44'59"W 757.34 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of said Section 27); thence S50°11'23"W 96.65 feet; thence N40°32'27"W 86.69 feet; thence N50°22'48"E 97.76 feet; thence S39°48'31"E 86.36 feet to the point of beginning.

Contains: 8,411+/- s.f.

### CONTROLLED AREA #14

Beginning at a point located N2°21'59"W 442.07 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of said Section 27); thence S86°47'54"W 360.26 feet; thence N21°27'41"W 78.14 feet; thence N6°21'37"W 139.01 feet; thence N67°17'02"E 323.08 feet; thence S21°42'09"E 208.49 feet to the point of beginning.

Contains: 73,125+/- s.f.



**AREAS WITHIN PARCEL #6 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 D

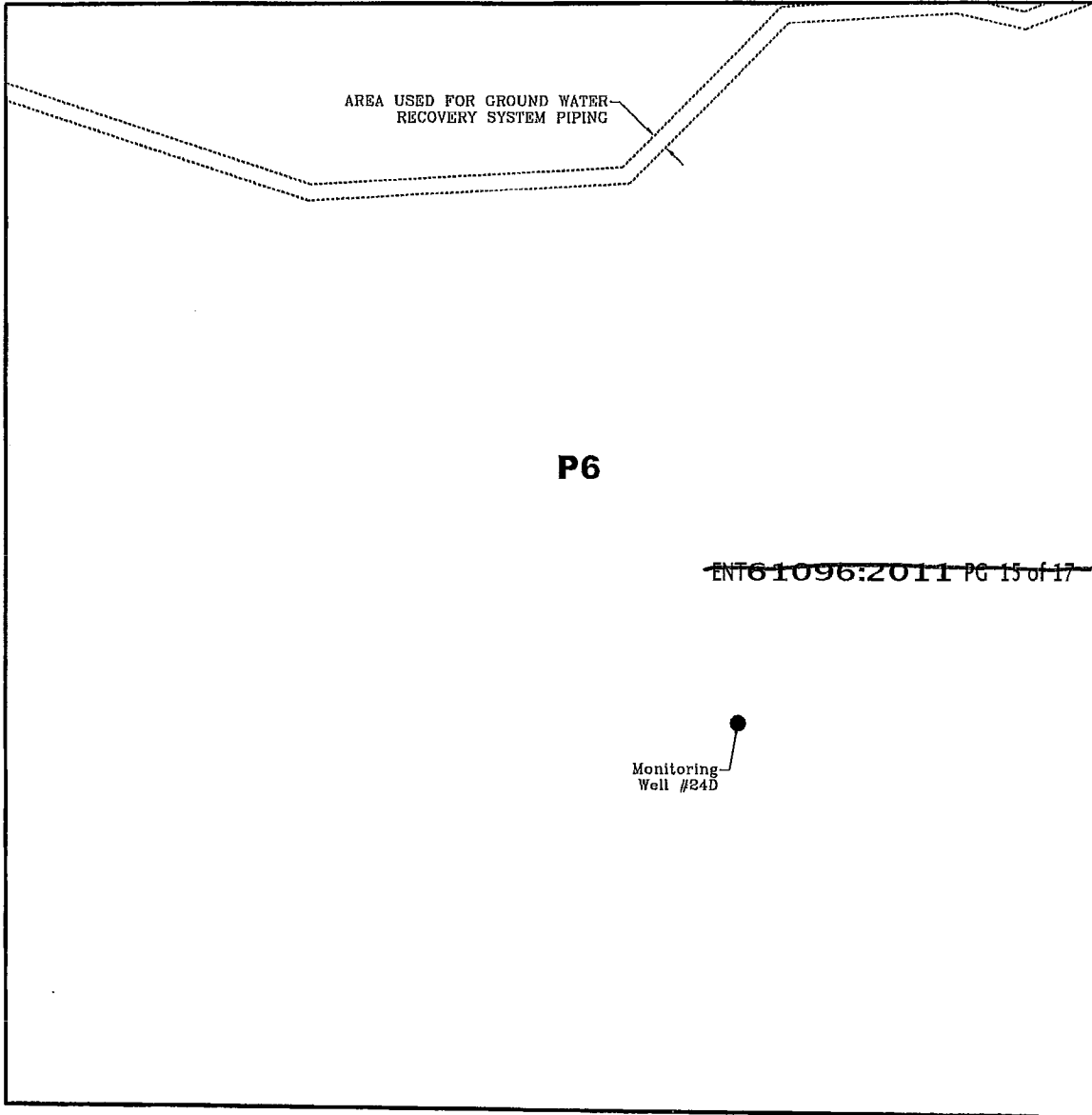
## LEGEND

- Monitoring Well (typ.)



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~~ENT 61096:2011 PG 15 of 17~~

### AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING

A twenty foot wide pipeline easement being ten feet each side of the centerline of an existing waterline located in Sections 26, 27 and 34 of Township 8 South, Range 3 East Salt Lake Base and Meridian, the approximate centerline of which is described as follows:

Beginning at a point located N5°36'55"E 2,075.78 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence S37°20'12"W 207.42 feet; thence S2°24'23"W 518.89 feet; thence S68°26'15"W 157.97 feet; thence N77°14'10"W 85.21 feet; thence S86°50'27"W 209.57 feet; thence S44°50'55"W 273.18 feet; thence S86°48'10"W 385.04 feet; thence N71°26'33"W 735.70 feet; thence N89°45'24"W 971.53 feet; thence S0°08'15"W 1,519.03 feet; thence S88°21'04"W 352.84 feet to the point of terminus from which the point of beginning bears N54°54'49"E 3,897.23 feet.

## AREA USED FOR GROUND WATER RECOVERY SYSTEM PIPING

THE ENSIGN-BICKFORD COMPANY

SPANISH FORK, UTAH

DRAWN BY:  
JLR

SCALE:  
1"=200'

DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252

SHEET

1

# EXHIBIT E

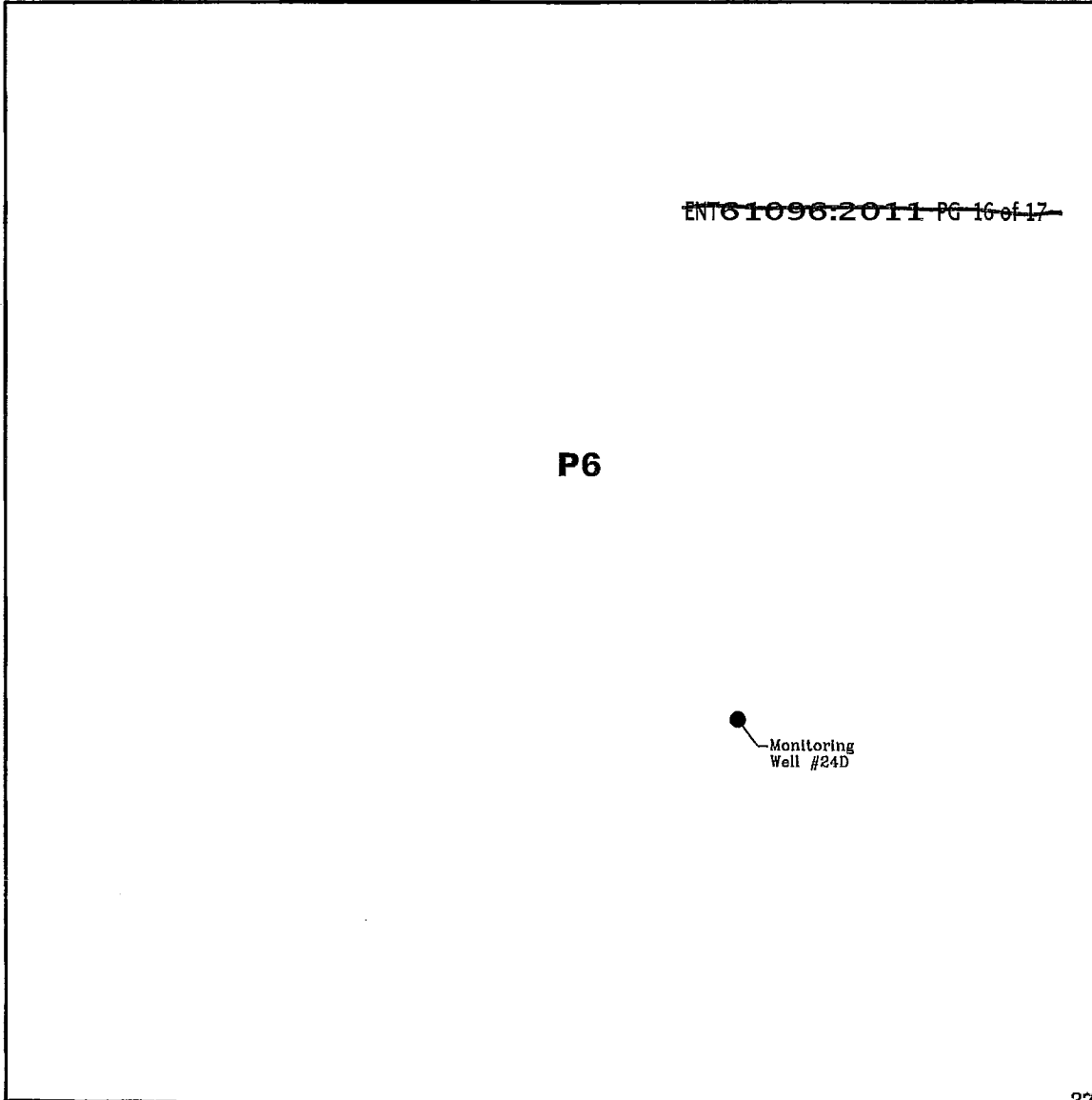
**LEGEND**

- Monitoring Well (typ.)



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~~ENT 85095:2018 PG 16 of 17~~

**P6**

● Monitoring Well #24D

27 28  
34 35

**Monitoring Well:**  
WELL #24D: 476.9' North & 441.0' West of Southeast  
corner Section 27, T8S, R3E.  
(40°05'16.18210"N, 111°34'48.22783"W)

**GROUND WATER MONITORING WELLS ON  
PARCEL #6**  
THE ENSIGN-BICKFORD COMPANY  
SPANISH FORK, UTAH

DRAWN BY:  
JLR  
SCALE:  
1"=200'  
DATE:  
12/16/2010

LEI PROJECT #:  
2008-0252  
SHEET  
**1**

# EXHIBIT F



ENGINEERS  
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~~ENT 61096:2011 PG 17 of 17~~

Activity/Limitation	Action	Notification <sup>1</sup>
Disturbance Limitation	Excavation, grading or construction work that disturbs soils within Controlled Area	<ul style="list-style-type: none"> <li>• Written notification at least 30-days in advance of planned work, including documentation suitable to demonstrate prospective compliance with limitation.</li> <li>• Verbal notification at least 7-days in advance of starting work.</li> <li>• Submit documentation/certification demonstrating compliance.</li> </ul>
	Emergency Excavations	<ul style="list-style-type: none"> <li>• Verbal notification of emergency incident within 24-hours.</li> <li>• Written follow-up documentation within 15 days.</li> </ul>
Temporary Irrigation	Installation and operation of temporary irrigation to facilitate initial growth of ground cover	<ul style="list-style-type: none"> <li>• Written notification within 60-days of starting temporary irrigation.</li> <li>• Written notification if more than two irrigation seasons are needed.</li> <li>• Water metering and record keeping</li> </ul>
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"> <li>• Submittal of work plans, testing results, risk assessment results and/or design plans.</li> <li>• Approval required from Executive Secretary prior to commencing work.</li> </ul>
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"> <li>• Written notification at least 120 days prior to planned water development or use.</li> <li>• Approval required from Executive Secretary and other applicable federal, state or local agencies.</li> <li>• Reporting and notification as specified in this SMP related to the use and monitoring of FW-2</li> </ul>
Inspection and Maintenance of Survey markers	Inspect every five years. Repair/replace if damaged or missing	<ul style="list-style-type: none"> <li>• Maintain records of five-year inspections.</li> <li>• Written notification of repairs to or replacement of survey markers.</li> </ul>
Monitor well FW-2 for CEMs	If CEMs are detected	<ul style="list-style-type: none"> <li>• Oral notification within 15 days of becoming aware of such detection.</li> <li>• Written notification within 30 days.</li> </ul>

<sup>1</sup>Notify the Executive Secretary

## PROPERTY OWNER NOTIFICATION REQUIREMENTS

**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 "C"**  
**To Grant of Easement**





LEI  
 ENGINEERING  
 INC.  
 1000 S. 1000 E.  
 SUITE 100  
 SALT LAKE CITY, UT 84143  
 (801) 488-1111  
 www.lei-eng.com

**LEGAL DESCRIPTIONS**  
**PREPARED FOR**  
**HARMONY RIDGE**  
**Spanish Fork, Utah**  
 (September 29, 2016)

**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 274.69 feet; thence N51°46'16"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

**CONTROLLED AREA #3**  
**(WITHIN PARCEL 4)**

Beginning at a point located S41°01'34"W 1,217.58 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 402.24 feet; thence N89°36'55"W 200.09 feet; thence N21°07'47"E 195.70 feet; thence N29°08'55"E 282.49 feet; thence S60°26'20"E 69.38 feet to the point of beginning.  
 Contains: 60,072+/- s.f. or 1.38+/- acres

**CONTROLLED AREA #5**

Beginning at a point located S64°04'10"W 862.97 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 S0°21'51"E 56.18 feet; thence N89°51'03"W 97.53 feet; thence N12°43'18"W 99.27 feet; thence N77°20'46"E 76.45 feet; thence S37°37'18"E 72.80 feet to the point of beginning.  
 Contains: 10,579+/-s.f.

**CONTROLLED AREA #6**

Beginning at a point located S26°52'48"W 509.08 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 S20°21'34"E 67.13 feet; thence S35°57'30"W 83.11 feet; thence S17°22'32"E 90.37 feet; thence S50°23'41"W 71.13 feet; thence N50°05'15"W 124.01 feet; thence N0°02'29"W 181.43 feet; thence N89°41'29"E 148.52 feet to the point of beginning.  
 Contains: 33,476+/-  
 s.f.



**CONTROLLED AREA #7  
(WITHIN PARCEL 4)**

Beginning at a point located S89°03'28"W 664.44 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 S29°55'25"W 83.18 feet; thence N84°19'59"W 91.82 feet; thence S50°00'50"W 131.17 feet; thence N40°08'40"W 75.84 feet; thence N50°01'04"E 167.18 feet; thence S89°29'50"E 139.61 feet; thence S40°47'49"E 22.28 feet to the point of beginning.

Contains: 22,024+/-s.f.

**CONTROLLED AREA #7  
(WITHIN PARCEL 6)**

Beginning at a point located N89°29'50"W along the Section line 678.93 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian); thence N89°29'50"W along the Section line 139.61 feet; thence N50°01'45"E 75.16 feet; thence S71°02'25"E 59.08 feet; thence S40°46'22"E 40.02 feet to the point of beginning.

Contains: 4,001+/-s.f.

**CONTROLLED AREA #8  
(WITHIN PARCEL 4)**

Beginning at a point located N89°29'50"W along the Section line 231.66 feet from the Northeast Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence S64°18'39"E 10.42 feet; thence S27°01'40"W 23.09 feet; thence N63°57'46"W 58.20 feet; thence S89°29'50"E 53.40 feet to the point of beginning.

Contains: 790+/- s.f

**CONTROLLED AREA #8  
(WITHIN PARCEL 6)**

Beginning at a point located N89°29'50"W along the Section line 231.66 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence N89°29'50"W 53.40 feet; thence N63°55'07"W 33.38 feet; thence N27°53'54"E 22.45 feet; thence S64°21'32"E 80.84 feet to the point of beginning.

Contains: 1,291+/- s.f

**CONTROLLED AREA #9**

Beginning at a point located N89°13'08"E 462.55 feet from the Northwest Corner of Section 35, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northwest Corner of Section 35 to the North ¼ Corner of Section 34); thence N29°46'56"E 22.66 feet; thence S60°02'47"E 37.95 feet; thence S60°03'27"E 149.98 feet; thence S29°57'49"W 288.77 feet; thence S44°30'22"W 276.62 feet; thence N57°54'24"W 155.33 feet; thence N30°14'12"E 319.46 feet; thence S60°30'35"E 34.93 feet; thence N30°03'55"E 208.28 feet to the point of beginning.

Contains: 2.45+/- Acres

**CONTROLLED AREA #10**

Beginning at a point located S65°45'55"E 635.34 feet from the Northwest Corner of Section 35, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Northwest Corner of Section 35 to the North ¼ Corner of Section 34); thence S67°13'32"E 72.64 feet; thence S18°42'38"E 58.96 feet; thence S28°33'27"W 67.82 feet; thence N61°36'21"W 101.81 feet; thence N20°46'49"E 101.74 feet to the point of beginning.

Contains: 10,657+/- s.f.

**CONTROLLED AREA #11**

Beginning at a point located N70°45'36"W 782.55 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of Section 27); thence S59°18'41"W 138.00 feet; thence N38°01'00"W 87.78 feet; thence N28°01'20"E 114.70 feet; thence N86°22'21"E 109.96 feet; thence S4°52'10"E 107.32 feet to the point of beginning.

Contains: 20,617+/-s.f.

**CONTROLLED AREA #12**

Beginning at a point located N61°13'19"W 513.21 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of Section 27); thence S42°14'40"W 83.75 feet; thence N54°00'33"W 30.85 feet; thence N26°00'43"W 61.19 feet; thence N38°57'06"E 123.65 feet; thence S54°45'12"E 43.43 feet; thence S3°32'36"W 82.38 feet to the point of beginning.

Contains: 11,259+/-s.f.

**CONTROLLED AREA #13**

Beginning at a point located N43°44'59"W 757.34 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of said Section 27); thence S50°11'23"W 96.65 feet; thence N40°32'27"W 86.69 feet; thence N50°22'48"E 97.76 feet; thence S39°48'31"E 86.36 feet to the point of beginning.

Contains: 8,411+/- s.f.

**CONTROLLED AREA #14**

Beginning at a point located N2°21'59"W 442.07 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of said Section 27); thence S66°47'54"W 360.26 feet; thence N21°27'41"W 78.14 feet; thence N6°21'37"W 139.01 feet; thence N67°17'02"E 323.08 feet; thence S21°42'09"E 208.49 feet to the point of beginning.

Contains: 73,125+/- s.f.

**CONTROLLED AREA #15**

Beginning at a point located N12°47'54"E 565.34 feet from the Southeast Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southeast Corner to the South ¼ Corner of said Section 27); thence N89°36'06"W 69.64 feet; thence N37°41'46"W 30.16 feet; thence N2°14'19"E 11.29 feet; thence S89°46'12"E 87.92 feet; thence S0°27'52"W 35.28 feet to the point of beginning.

Contains: 2,879+/- s.f.

**CONTROLLED AREA #16**

Beginning at a point located N3°39'56"E 588.13 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 N15°53'36"E 152.33 feet; thence S44°48'45"E 126.68 feet; thence N45°19'41"E 188.68 feet; thence S14°43'02"E 261.64 feet; thence S58°23'48"E 207.76 feet; thence S31°30'45"W 88.60 feet; thence N58°13'26"W 405.00 feet; thence S88°38'56"W 30.37 feet; thence N0°27'52"E 35.27 feet; thence N89°46'12"W 87.92 feet to the point of beginning.

Contains: 1.64+/- Acres

**CONTROLLED AREA #17**

Beginning at a point located N70°02'24"E 672.43 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N0°03'08"W 154.95 feet; thence S89°52'14"E 175.25 feet; thence S0°01'24"E 124.60 feet; thence S60°42'42"W 63.37 feet; thence N89°29'54"W 119.89 feet to the point of beginning.

Contains: 26,378+/- s.f.

**CONTROLLED AREA #18**

Beginning at a point located N53°50'16"E 850.35 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N3°36'49"W 120.93 feet; thence N0°04'01"E 66.66 feet; thence S89°57'59"E 162.39 feet; thence S0°04'38"W 82.28 feet; thence S43°51'41"W 146.39 feet; thence N89°22'12"W 53.30 feet to the point of beginning.

Contains: 0.57+/- Acres

**CONTROLLED AREA #19  
(WITHIN PARCEL #3)**

Beginning at a point located N14°40'50"E 665.28 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N44°48'45"W 126.68 feet; thence N25°07'28"E 682.87 feet; thence N89°09'25"E 330.28 feet; thence S5°32'03"W 14.28 feet; thence S66°25'13"W 97.17 feet; thence S7°05'21"W 116.87 feet; thence S15°25'53"E 183.35 feet; thence S89°45'20"E 134.30 feet; thence S0°35'43"E 86.33 feet; thence N89°53'07"W 147.70 feet; thence S0°17'55"W 39.34 feet; thence S89°37'25"W 214.72 feet; thence S46°34'06"W 155.92 feet; thence S45°19'41"W 188.68 feet to the point of beginning.

Contains: 5.16+/- Acres

**CONTROLLED AREA #19  
(WITHIN PARCEL #11)**

Beginning at a point located N15°16'45"E 1,401.22 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N25°07'28"E 55.81 feet; thence N32°53'48"E 378.27 feet; thence S60°38'41"E 148.30 feet; thence S5°32'03"W 291.95 feet; thence S89°09'25"W 330.29 feet to the point of beginning.

Contains: 1.87+/- Acres

**CONTROLLED AREA #20**

Beginning at a point located N18°36'45"E 958.04 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N19°40'53"W 128.34 feet; thence N69°51'24"E 183.91 feet; thence S19°55'39"E 128.44 feet; thence S69°53'12"W 184.46 feet to the point of beginning.

Contains: 23,648+/- s.f.

**CONTROLLED AREA #21**

Beginning at a point located N42°42'04"E 972.95 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N17°44'53"W 95.98 feet; thence N0°06'40"E 78.37 feet; thence N0°17'55"E 39.34 feet; thence S89°53'07"E 147.70 feet; thence S0°12'16"W 209.03 feet; thence N89°54'18"W 118.06 feet to the point of beginning.

Contains: 29,522+/- s.f.

**CONTROLLED AREA #22**

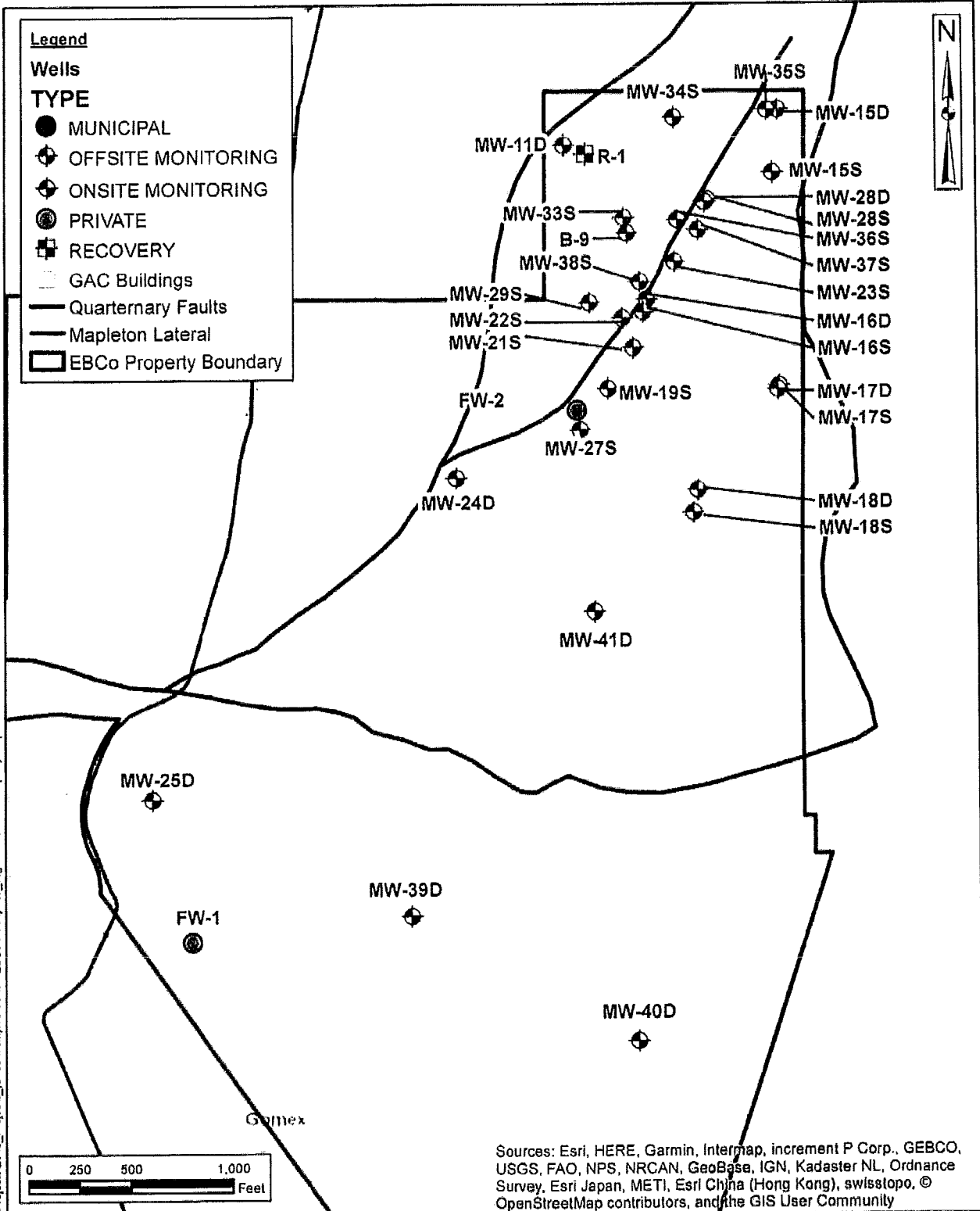
Beginning at a point located N50°27'39"E 1,516.96 feet from the Southwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N89°29'50"W along the Section line from the Southwest Corner of Section 26 to the South ¼ Corner of Section 27); thence N0°05'24"W 285.53 feet; thence N89°29'09"E 123.36 feet; thence S17°29'47"E 245.02 feet; thence S54°32'32"W 91.14 feet; thence S89°57'45"W 122.33 feet to the point of beginning.

Contains: 45,760+/- s.f.

**CONTROLLED AREA #23**

Beginning at a point located N19°11'05"E 1,820.97 feet from the Southwest Corner of Section 26, 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 N35°17'30"E 486.79 feet; thence N60°37'26"E 391.02 feet; thence S68°16'27"E 65.05 feet; thence S0°10'07"W 124.14 feet; thence S25°28'27"W 237.64 feet; thence S5°51'12"W 188.02 feet; thence S29°36'53"W 102.72 feet; thence N60°38'26"W 321.64 feet; thence S29°04'13"W 206.45 feet; thence N60°38'41"W 148.30 feet to the point of beginning.

Contains: 4.98+/- Acres



Document Path: Z:\Environment\Map\Projects\2018\_Projects\_(0453-xxxx)\B-00464 EBCo Realty\5.0\_Figures\7.3 GIS\Property\_Map.mxd

SOURCE: Topo 1999	SCALE 1 inch = 675 feet	CLIENT <b>EBCo Realty</b>	PROJECT Ensign-Bickford Company Mapleton, UT	
	DATE 03/19/2016			
	PROJECT NO 15-814-00xxx	Wood Environment & Infrastructure Solutions, Inc. 9865 South 500 West Sandy, Utah 84070 Tel. (801) 999-2002 Fax (801) 999-2098	TITLE Vicinity Map	FIGURE NO. 1
	DATUM/PROJECTION NAD 83 UTM 12			
OWN BY BTM	CHKD BY REK			

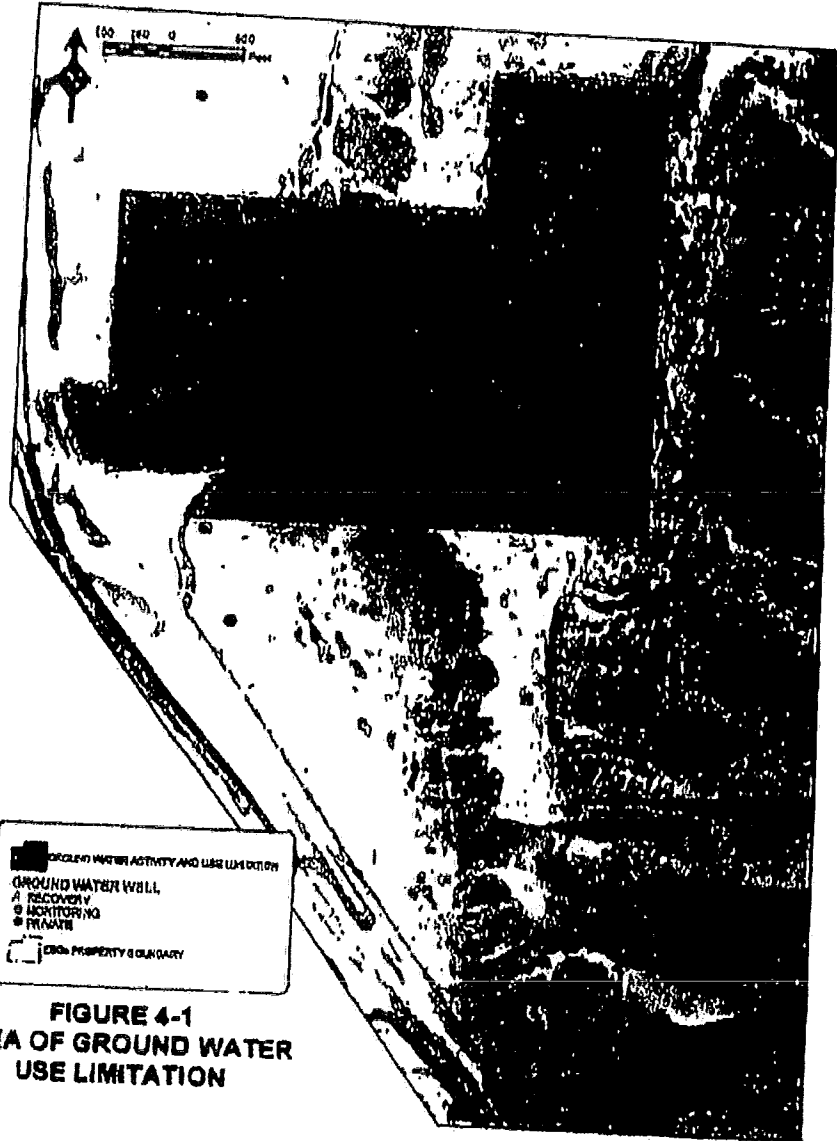
**4.0 LONG-TERM SITE MANAGEMENT CONTROLS – ACTIVITY AND USE LIMITATIONS**

Long-term site management controls are a complimentary part of the site-wide final corrective measures and fall into two categories: operation and maintenance (physical) and Activity and Use Limitations (institutional). Potential site management controls were described in the Revised Corrective Measures Study Report (CMS Report). The final site management controls are presented in this Site Management Plan and related Environmental Covenants to be prepared and recorded in accordance with the Uniform Environmental Covenants Act. Site characterization data and risk assessment supporting the final site management controls are found in the RFI Report and/or the CMI Report. There are no physical or institutional limitations in areas outside of the Controlled Areas.

Depending on potential future changes in supporting information (e.g. future physical actions such as soil removal or changes in the published toxicity values for certain COFCs), the property owner may petition the Executive Secretary to rescind, terminate, or modify some or all of the Site Management Controls specified in this SMP or the recorded Environmental Covenants.

**4.1 Ground Water Use Limitation**

An area of the Site, approximately bounded as depicted in Figure 4-1, is subject to a Ground Water Use Limitation. Except as specifically allowed in this SMP, no ground water may be extracted from the identified area and used for water supply purposes (e.g. municipal, domestic, irrigation, stock watering) until such time as the Executive Secretary approves the removal or modification of this limitation as filed on the land records. If a person or entity desires to install a private or public water supply well within this area, they must notify (see Table 7-1) and obtain approval from the Executive Secretary, and, as necessary, comply with the requirements of any other applicable regulations with regulatory authority pertaining to well construction (e.g. the Utah Division of Water Rights, the Utah Division of Drinking Water, municipalities, etc.).



**FIGURE 4-1  
AREA OF GROUND WATER  
USE LIMITATION**

This area of the Site is where the concentrations of CBMs in ground water may exceed applicable water quality criteria. This area is bounded by the ERCo property boundary at locations where off-site ground water contains CNPCs at concentrations exceeding applicable ground water quality criteria and by on-site monitoring wells where ground water impacts above applicable water quality criteria have not been identified during routine ground water monitoring. A map of the Site depicting the location of this area is provided in Figure 4-1. A Legal Description of this area will be provided in the Environmental Covenants for the Site.

4.1.1 Exceptions

Ground water is currently recovered for treatment and beneficial use from recovery well R-1. This is considered an approved use upon approval of this SMP. Refer to Section 5.0 of this document for additional details regarding the purpose and use of recovery well R-1.

An existing on-site water supply well (FW-2) is located within this area and is included in the existing ground water monitoring program managed by DWQ. Notwithstanding the previously described Ground Water Use Limitation, ERCo may continue to use this well in accordance with its water rights, subject to the following conditions:

- Use of the well is limited to non-potable applications. Acceptable uses include the provision of irrigation water, cooling water and process water.
- The well will be subject to on-going monitoring for nitrate/nitrite and constituents of energetic materials (CEMs) as established in the CAP or DWQ-approved amendments thereof. Analytical data shall be reported in Annual Reports submitted to DWQ and copied to DSHW.

- If CBMs are detected in well PW-3, BRCO shall notify the Executive Secretary (orally within 15 days of becoming aware of the detection and in writing within 30 days) and make recommendations for additional testing or other actions as may be appropriate for the continued use of this well.

**4.2 General Descriptions of Land Use Limitations**

Residential Use is permitted throughout the vast majority of the Site, but in certain areas limited restrictions are imposed where the final human health risk assessment performed on the soils data indicates cancer risk levels greater or equal to  $1 \times 10^{-6}$  and/or a hazard index greater than 1 for an unrestricted residential scenario. These limited restrictions (e.g. garden restrictions) are necessary to reduce potential risk to acceptable levels. Public Recreation Use is considered separately and is not restricted for any area of the Site (assuming allowed by the owner of the property). The Activity and Use Limitations summarized below are described individually; however, any Controlled Area may have one or more Activity and Use Limitation.

The soils data and human health risk assessment presented in CMI Report demonstrate that the final Activity and Use Limitations for each Controlled Area are protective of human health for potential, applicable exposure pathways. These data are the basis for the legal boundaries (Metes and Bounds) of the Controlled Areas.

**4.2.1 Growing Edible Plants Prohibited**

A prohibition on growing Edible Plants (including community gardens) will be placed on certain areas where the final human health risk assessment performed on the soils data, when consumption of fruits and garden vegetables is considered, indicates cancer risk levels greater or equal to  $1 \times 10^{-6}$  and/or a hazard index greater than one. A prohibition on growing Edible Plants pertaining to both fruits and vegetables will reduce potential risks to acceptable levels.





**4.2.2 Limited Residential Use Restriction**

A Limited Residential Use Restriction will be placed on all areas where the human health risk assessment<sup>1</sup> performed on the final conditions data indicate cancer risk levels greater than or equal to  $1 \times 10^{-6}$  and/or a hazard index greater than 1 for a residential exposure scenario. Residential use is permitted in Controlled Areas subject to this limited restriction where:

- The land is in an otherwise commercially developed area; and,
- The Controlled Area is under buildings, pavement, sidewalks or ornamental landscaping.

A limited restriction on Residential Use includes a prohibition on growing Edible Plants (i.e. fruits and vegetables). The planting of a community garden or orchard is prohibited in these areas.

**4.2.3 Disturbance Limitations**

Disturbance Limitations place conditions on excavation, grading or other similar activities that disturb soils within a Controlled Area. The Disturbance Limitations described in the following sections apply to those Controlled Areas identified in this SMP and the Environmental Covenants. The limitation does not apply to cutting vegetation (e.g., mowing grass or trimming shrubs) or placing mulch or other materials on top of existing soils. It also does not prohibit increasing the elevation of a Controlled Area by placing additional soils on top of existing soils.

<sup>1</sup>The placement of a prohibition on growing Edible Plants or limited residential use restriction based on the results of the human health risk assessment may be the result of one or more exposure pathways. In imposing such restrictions, BCCO (or future property owners) reserves the right to later seek the Executive Secretary's approval of more narrowly focused use limitations to address the specific exposure pathways requiring attention based on the risk assessment.

**4.2.3.1 Disturbance Limitations to the Ground Surface in a Controlled Area**

In certain cases (Section 4.3 and the Activity and Use Limitation Summary), Disturbance Limitations extend from the ground surface to any depth within a Controlled Area. Work performed in these areas is subject to the following conditions:

- The property owner shall provide written notification to the Executive Secretary at least 30 days prior to any excavation, re-grading or other work involving the disturbance of these soils. The notification must include a description of the proposed work and depths of excavation.
- The property owner shall provide verbal notification to the Executive Secretary at least 7 days prior to any excavation, re-grading or other work involving the disturbance of these soils.
- A written record of the work (summary description, names of contractors, disposition of disturbed soil, dates, etc.) will be submitted to the Executive Secretary within 30 days of completion of the work.
- Unless otherwise approved by the Executive Secretary, disturbed soils must remain within the Controlled Area from which they were derived or be taken to an appropriate off-site landfill for disposal. The property owner is responsible for complying with the acceptance requirements of the landfill, including potential characterization of the disturbed soil by laboratory analysis.
- Work in Controlled Areas may be subject to Occupational Safety and Health Administration (OSHA) standards.
- Work areas may be inspected at any reasonable time by the Executive Secretary or his/her agents, as outlined in Section 1.5.

**4.2.3.2 Emergency Excavations**

In the event of an emergency situation that requires excavation within an area subject to disturbance limitations, the work will be performed under the following conditions.



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Site Administration Vice  
The Barko-Bickford Company  
Spanish Fork, Utah

Examples of an emergency circumstance include, but are not limited to, damaged critical utilities (i.e. water supply or sewage conveyance pipes, natural gas lines or buried electric power lines and other private or public utilities) or establishing a fire break during a fire emergency. The following conditions apply to emergency work:

- Verbal notification of Executive Secretary within 24 hours.
- Follow-up written report within 15 days similar in scope as for planned work, only in hindsight. Additionally a statement of justification for the emergency work will be included, explaining why the work needed to be done on an emergency basis.
- Compliance with OSHA and other applicable requirements.
- No soils may be removed from the area, unless they are shipped to an appropriate off-site disposal location. Soils may be replaced in any excavation or in the immediate vicinity of the excavation, within the Controlled Area boundaries.
- Inspection by Executive Secretary at any time during or after the emergency work may be performed.

**4.2.3.1 Worker Safety and Health**

Work performed within Controlled Areas during construction, maintenance or other activities may be subject to Occupational Safety and Health Administration (OSHA) regulations governing occupational safety and health standards for hazardous waste operations and emergency response as promulgated in 29 CFR 1910.120. The employer of workers involved in these activities is responsible for compliance with these standards.

**4.2.4 Irrigation Limitations**

Certain Controlled Areas are subject to irrigation limitations as identified in Table 4-1 and as described in the following sections.

**4.2.4.1 Irrigation Prohibited**

The application of any irrigation water to the ground surface via sprinkling, flood irrigation, manual (e.g. hose nozzle) or other delivery methods is prohibited, except as noted in Section 4.2.4.2.

**4.2.4.2 Temporary Irrigation Allowed**

Notwithstanding the irrigation prohibitions or limitations described previously, temporary irrigation is permitted in Controlled Areas for a period of up to two years (two irrigation seasons) to facilitate the growth and stabilization of vegetation. Information from Utah State University, Utah Agricultural Experiment Station, 1994, *Consumptive Use of Irrigated Crops in Utah*, Research Report 145 provides irrigation requirements based on consumptive water use amounts (in addition to natural precipitation) of various crops. A quantity of 550,000 gallons per acre per year (applied during the irrigation season) should be sufficient to support pasture, turf or hay. This represents a reasonable upper limit for each of the two irrigation seasons during this temporary period. Water metering and record-keeping will be performed as a requirement to document the actual quantities of water applied. The property owner must notify the Executive Secretary in writing within 60 days of the start of this two year period. If irrigation is required beyond two years, either due to new site disturbance or because the original plantings are not satisfactory for their intended purpose, the property owner must request and obtain written approval for this activity from the Executive Secretary.

**4.2.5 Water Features Prohibited**

The construction of retention ponds, infiltration basins, dry wells or other structures of similar design or intent is prohibited in certain Controlled Areas. Similarly, designed water features such as, but not limited to, lakes, ponds, streams or constructed wetlands are prohibited in certain Controlled Areas.



The construction of water-tight enclosed-pipe conveyance systems for the delivery/management of sewerage, storm water, potable water or secondary irrigation water is not prohibited, subject to the other applicable Activity and Use Limitations described in this SMP.

**4.2.6 Construction Limitations**

Certain Controlled Areas may have residual soil concentrations of volatile organic compounds (VOCs) which exceed target risk criteria for the inhalation exposure route via the indoor subsurface vapor intrusion pathway as evaluated using the Johnson and Binger screening level model and conservative model assumptions. These Controlled Areas are identified in Table 4-1, Activity and Use Limitations Summary by Area. Based upon ground water depths at the Site and analytical data presented in the RFI Report, ground water is not considered a potential source of vapors to indoor air. As recommended in *Drift Guidelines for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils* (U. S. EPA 2002), existing or future buildings constructed within 100 feet of the VOC source area (as approximately demarcated in Figure 4-2) shall be evaluated for this potential pathway. A 2007 document prepared by the Interstate Technology and Regulatory Council entitled *Vapor Intrusion Pathway: A Practical Guideline*, is a suggested source of information related to the subject of subsurface vapor intrusion and potential mitigation strategies. *Indoor Air Vapor Intrusion Mitigation Approaches* (USEPA, EPA/600/R-08-115) provides useful information for mitigating vapor intrusion.

Construction of buildings in these Controlled Areas must satisfy one of the following conditions:

- Soils containing VOCs are removed until acceptable risk levels are obtained for this exposure pathway. Removal and testing of soils shall not be performed without work plan approval from the Executive Secretary. A Risk assessment, performed in accordance with applicable sections of UAC R315-101 or other

methods acceptable to the Executive Secretary, demonstrating that target risk levels have been attained, must be approved by the Executive Secretary;

- Additional testing (e.g. subsurface vapor sampling) and/or modeling, performed in accordance with a work plan approved by the Executive Secretary, demonstrates that risks from this exposure pathway are below target risk levels; or,
- Appropriate engineering controls to mitigate exposure to subsurface vapors (e.g. passive or active vapor control systems), approved by the Executive Secretary, are designed and installed during building construction.

In addition to the above, building construction using Polysteel™ or equivalent building materials is prohibited in these Controlled Areas due to potential incompatibility with VOCs, unless implementation of one or more of the above conditions obviates the need for this prohibition.

Utility corridors (i.e. water, sewer, natural gas, etc.) installed through these Controlled Areas are subject to the following construction limitations if connected to a permanent structure located within 500 feet of the Controlled Area, as measured from the nearest edge of the Controlled Area along the length of the utility corridor to the permanent structure:

- Unless the Executive Secretary determines through the review of testing results or other supporting information provided by the property owner that potential vapor migration along utility corridors is not a concern, the utility corridor within the Controlled Area shall be sealed from surrounding soils to minimize the potential for vapor migration into the utility corridor. The property owner will submit design plans for the vapor seal to the Executive Secretary for approval. The Executive Secretary may require additional testing to confirm adequate control of vapors.

The property owner shall submit all work plans, testing results, risk assessments, reports and/or design plans associated with the above actions to the Executive Secretary. The Executive Secretary must approve these submittals before construction.

**4.3 Activity and Use Limitations for Controlled Areas**

For convenience, an abbreviated summary of Activity and Use Limitations for each Controlled Area is presented in Table 4-1. A site-wide map depicting the approximate locations of the Controlled Areas is presented as Figure 4-2. Appendix D of this SMP provides a set of summary sheets describing each Controlled Area. Exact Notes and Bounds descriptions of the Controlled Areas will be found in the recorded Environmental Covenants and land records upon approval of the CMI Report and this SMP.

**Table 4-1: Activity and Use Limitations Summary by Area**

Controlled Area ID	Activity and Use Limitations					
	Growing Exotic Plants Prohibited	Limited Residential Use Restriction	Disturbance Limitation	Irrigation Limitation	Water Features Prohibited	Construction Limitation
1			•			
2		•	•		•	
3	•		•		•	
4	•		•		•	
5	•		•		•	
6	•		•		•	
7	•		•		•	
8	•		•		•	
9	•		•		•	
10	•		•		•	
11	•		•		•	
12	•		•		•	
13	•		•		•	
14	•		•		•	
15		•	•		•	
16	•		•		•	
17	•		•		•	
18	•		•		•	
19	•		•		•	
20	•		•	•	•	
21	•		•	•	•	•
22	•		•		•	
23	•		•	•	•	•





EBCo - Mayatony Ridge  
Controlled Areas  
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Control Area Numbers	Area In Acres	Growing Edible Plants Prohibited	Limited Residential Use Restriction	Disturbance Limitation	Irrigation Limitation	Water Features Prohibited	Construction Limitation
1	4.22		4.22	4.22		4.22	
2	0.6		0.6	0.6			
3	1.74	1.74		1.74		0.6	
4	0.23	0.23		0.23		1.74	
5	0.24	0.24		0.24		0.23	
6	0.77	0.77		0.77		0.24	
7	0.39	0.39		0.39		0.77	
8	0.05	0.05		0.05		0.39	
9	2.45	2.45		2.45		0.05	
10	0.24	0.24		0.24		2.45	
11	0.48	0.48		0.48		0.24	
12	0.26	0.26		0.26		0.48	
13	0.19	0.19		0.19		0.26	
14	1.68	1.68		1.68		0.19	
15	0.07		0.07	0.07		1.68	
16	1.63	1.63		1.63		0.07	
17	0.6	0.6		0.6		1.63	
18	0.37	0.37		0.37		0.6	
19	6.49	6.49		6.49	6.49	0.37	
20	0.34	0.34		0.34	0.34	6.49	
21	0.68	0.68		0.68	0.68	0.34	0.34
22	1.05	1.05		1.05		0.68	
23	4.95	4.95		4.95	4.95	1.05	
<b>Totals</b>	<b>30.32</b>	<b>27.43</b>	<b>4.89</b>	<b>30.32</b>	<b>11.98</b>	<b>30.32</b>	<b>5.49</b>