



ENT 49483:2012 PG 1 of 12  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2012 Jun 14 9:58 am FEE 48.00 BY ED  
RECORDED FOR GROVER, JERRY

**When Recorded Return To:**  
Project Manager  
Anderson Geneva, LLC  
9537 South 700 East  
Sandy, Utah 84070

**With Copy To:**  
Executive Secretary  
Utah Solid and Hazardous Waste Control Board  
P.O. Box 144880  
Salt Lake City UT 84114-4880

## SK AREA LAND USE COVENANT

This SK Area Land Use Covenant ("*Covenant*") is entered into, pursuant to Utah Code Ann. §§ 57-25-101 to -114, by ANDERSON GENEVA, LLC and ICE CASTLE RETIREMENT FUND L.L.C. (collectively "*Anderson Geneva*") on the one hand, and the EXECUTIVE SECRETARY ("*Executive Secretary*") OF THE UTAH SOLID AND HAZARDOUS WASTE CONTROL BOARD ("*Board*"), on the other hand.

### RECITALS

1. The real property covered by this Covenant is approximately 0.48 acres located in the Town of Vineyard, Utah County, State of Utah, and more particularly described at **Exhibit A** (the "*SK Area*"). The SK Area is subject to that certain Utah Hazardous Waste Post-Closure Permit for Post-Closure Care of Three Closed Hazardous Waste Surface Impoundments and Facility-Wide Corrective Action, issued May 14, 2004 ("*Permit*") by the Executive Secretary to United States Steel Corporation ("*USS*") and Geneva Steel LLC ("*Geneva*"). Anderson Geneva has succeeded to Geneva's interests under the Permit. USS is a co-permittee with Anderson Geneva under the Permit. The Executive Secretary maintains the administrative record relating to the Permit.

2. Anderson Geneva is the owner of the SK Area. The SK Area is subject to this Covenant.

3. An environmental response project, as defined at Utah Code Ann. § 57-25-102(5), in the form of investigation, site characterization, corrective action and risk assessment has been undertaken on the SK Area, pursuant to the Permit and Utah Admin. Code R315-101-1 to -8.

4. The result of the environmental response project was to create activity and use limitations set forth in this Covenant and that Site Management Plan, SK Area, Former Geneva Steel Facility, Vineyard, Utah ("*SMP*") approved and maintained by the Executive Secretary in the Permit file. The SMP is hereby incorporated by this reference. Based on the foregoing, the SMP and Covenant restrictions are protective of human health and the environment. Levels of

residual contamination do not affect, and the SMP and Covenant do not apply to, properties adjacent to the SK Area.

## COVENANTS

5. Land Use Covenant. This Covenant is an environmental covenant created and executed pursuant to the Uniform Environmental Covenants Act, Utah Code Ann. §§ 57-25-101 to -114 (“Act”).

6. Holder(s). Anderson Geneva, LLC and Ice Castle Retirement Fund, L.L.C. and their successors and assigns are holders under this Covenant and pursuant to the Act (“Holder(s)”).

7. Activity and Use Limitations. The SK Area and all Holders are subject to the following activity and use limitations:

7.1 Land Use. The SK Area may be used for residential, commercial, industrial, construction worker, recreation and any other comparable use with a similar level of human occupancy or use (“*Allowed Uses*”), provided, that residential uses are subject to compliance with the SMP and this Covenant. As set forth in the SMP, if the SK Area is used for residential purposes, then, that portion of the SK Area used for residential purposes shall be fully landscaped prior to human occupancy. Landscaping may include a hard surface; a building structure; a vegetative, rock, synthetic or soil cover; or clean-fill topsoil imported from outside the SK Area. Should any residential use be proposed for development within the SK Area without completing the foregoing landscaping prior to human occupancy, the developer shall, prior to the development of the proposed residential use, demonstrate to the Executive Secretary’s satisfaction that the risk levels of the proposed residential use will not exceed the applicable exposure risk level.

7.2 Notice of Breach. In the event of a breach of any of the activity and use limitations set forth in this Section 7, the Holders shall notify the Executive Secretary not more than 30 days after becoming aware of the breach and shall implement reasonable measures to mitigate the breach not more than 60 days after becoming aware of the breach, or such other timeframe agreed to by Holders and Executive Secretary.

8. Access. Anderson Geneva hereby reserves to itself, Holders, USS, the Executive Secretary, and their respective authorized agents, employees, and, contractors a right of reasonable access to the SK Area at any time after the effective date of this Covenant for monitoring of compliance with the Covenant and for complying with the terms and conditions of the Permit and the SMP. All Holders under and those subject to this Covenant are required to allow for compliance with the Permit and SMP. Nothing in this Covenant shall be construed as expanding or limiting any access and inspection authorities of the Board and the Executive Secretary under Utah law.

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9. Access Notice. Except as provided in this subsection, any party or person desiring to access the SK Area under authority of this Covenant shall provide notice to the then current owner of the portion of the SK Area requiring access not less than 48 hours in advance of accessing the identified portion of the SK Area, 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 notice to the current owner of the portion of the SK Area requiring access as soon thereafter as is reasonably possible. The Board and the Executive Secretary and their authorized officers, employees, or representatives may, at any reasonable times and upon presentation of appropriate credentials, have access to the SK Area.

10. Disruption. To the extent that Anderson Geneva, USS or any other Holder or permittee under the Permit conducts any activities on the SK Area, they will use reasonable efforts to comply with the then owner's or tenant's security needs and requirements and will conduct such activities so as to cause the least amount of disruption to the use of the SK Area as may be reasonably possible. Any person who conducts any activities shall repair and replace any improvements or landscaping damaged on the SK Area by such activities. The Executive Secretary and his authorized representatives will use reasonable efforts to comply with the then owner's or tenant's security needs and requirements and will attempt to minimize disruption of the use of the SK Area. The Executive Secretary will determine what needs, requirements, and activities are reasonable. Should the Executive Secretary's activities cause damage to SK Area improvements or landscaping, the injured party may present a claim against the State of Utah in accordance with Utah law.

11. Running with the Land. Pursuant to Utah Code Ann. § 57-25-105, this Covenant is a covenant that touches and concerns and runs with the SK Area and shall be binding upon any owner of the SK Area and each of their lenders, mortgagees, licensees, tenants, easement holders and any other person claiming an ownership, security or possessory interest in the SK Area, each of whom shall allow for compliance with this Covenant, the SMP, and the Permit.

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

13. Compliance Reporting. Upon Request, Holders shall submit to the Executive Secretary written documentation confirming that the activity and use limitations of this Covenant remain in place and are being complied with.

14. Notice upon Conveyance. Each instrument hereafter conveying any interest in, or any portion of, the SK Area shall contain a notice of the activity and use limitations set forth in this Covenant and shall set forth the recording of this Covenant at the Utah County Recorder's office. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A LAND USE COVENANT, DATED \_\_\_\_\_, 2012, RECORDED WITH THE UTAH COUNTY RECORDER ON \_\_\_\_\_, 2012, AS ENTRY NO. \_\_\_\_\_ AND CONTAINS ACTIVITY AND USE LIMITATIONS SET FORTH IN THE LAND USE COVENANT

Not more than 30 days after the date of recording with the Utah County Recorder's office, a copy of the recorded conveyance shall be provided to the Executive Secretary, each of the grantees, each of the Holders, and any other person or entity identified in Utah Code Ann. § 57-25-107.

15. Representations and Warranties. Anderson Geneva hereby represents and warrants to the other signatories hereto that:

- (a) It owns fee simple title to the SK Area free and clear of all liens and encumbrances;
- (b) It has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- (c) This Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which it is a party or by which it may be bound or affected.

16. Amendment or Termination. This Covenant may be amended or terminated only by a written instrument duly executed by the Executive Secretary, Anderson Geneva or any of their respective designated successors in interest or assigns, as applicable and pursuant to Utah Code Ann. § 57-25-110. An amendment to the Covenant means changing or modifying the activity and use limitations of this Covenant or eliminating one or more activity and use limitations. The termination of the Covenant means the elimination of all activity and use limitations and all other obligations of this Covenant. Not more than 30 days after the date of the last signature by each of the requisite parties to any amendment or termination of this Covenant, the current owner of the SK Area or any portion thereof shall record the fully executed instrument at the Utah County Recorder's Office and shall provide a date-stamped copy of the recorded instrument to the Executive Secretary and each of the Holders. Any party signing the amendment or termination of the Covenant may record the fully executed instrument.

17. Severability. If any provision of this 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.

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17. Severability. If any provision of this 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.

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

19. Recordation. Not more than 30 days after the date of the final signature upon this Covenant, Anderson Geneva shall record this Covenant with the Utah County Recorder's office against the SK Area. A copy of the recorded Covenant shall be provided to the Executive Secretary not more than 30 days after the date of recording.

20. Effective Date. The effective date of this Covenant is the date that the Covenant is recorded with the Utah County Recorder's office against the SK Area.

21. Notice. Unless otherwise notified in writing by or on behalf of the then current owner of the SK Area or the Executive Secretary, Anderson Geneva, or any Holder of this Covenant, any document or communication required by this Covenant shall be submitted to:

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

Project Manager  
Anderson Geneva  
9537 South 700 East  
Sandy, Utah 84070

22. Authority. The undersigned representatives of Anderson Geneva and the Executive Secretary represent that they are authorized to execute this Covenant.

IN WITNESS WHEREOF, the parties have executed this Covenant as of the Effective Date.

**UTAH SOLID AND HAZARDOUS WASTE CONTROL BOARD**

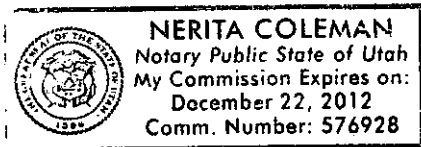
By: [Signature]  
Scott T. Anderson, Executive Secretary

**ACKNOWLEDGEMENT**

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—DSHW, 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 24~~th~~ day of MAY, 2012.



[Signature]  
Notary Public

**ANDERSON GENEVA, LLC,**  
a Utah limited liability company

By: Anderson Holdings, a Utah limited liability company, its Manager

By: [Signature]  
Gerald D. Anderson, Manager

**ACKNOWLEDGEMENT**



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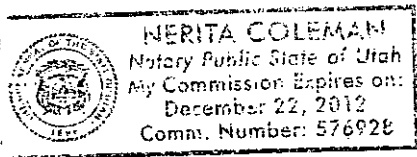
By: [Signature]  
Scott T. Anderson, Executive Secretary

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County of SALT LAKE ) ss:

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Gerald D. Anderson, Manager

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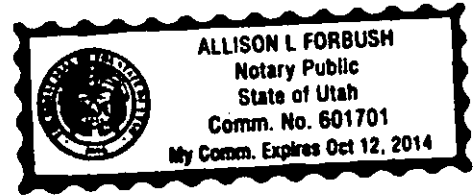
State of Utah )  
 )  
County of Salt Lake ) SS:

Before me, a notary public, in and for said county and state, personally appeared Gerald D Anderson, a duly authorized representative of ANDERSON GENEVA, LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of Anderson Geneva, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 12<sup>th</sup> day of June, 2012.

Allison L Forbush  
Notary Public

ICE CASTLE RETIREMENT FUND, L.L.C.,  
a Utah limited liability company



By: [Signature]  
Glen R. Pettit, its Sole Member

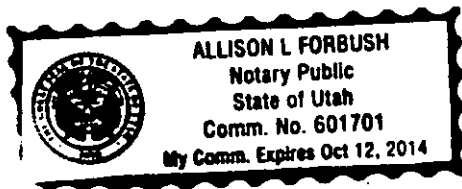
**ACKNOWLEDGEMENT**

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

Before me, a notary public, in and for said county and state, personally appeared Glen R. Pettit, the Sole Member of ICE CASTLE RETIREMENT FUND, L.L.C., who acknowledged to me that she did execute the foregoing instrument on behalf of Ice Castle Retirement Fund, L.L.C.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 12<sup>th</sup> day of June, 2012.

Allison L Forbush  
Notary Public



**EXHIBIT A**

**BOUNDARY DESCRIPTION  
SK AREA**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE N.89°26'03"E. ALONG THE SECTION LINE A DISTANCE OF 699.06 FEET AND SOUTH A DISTANCE OF 721.86 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.82°24'56"E A DISTANCE OF 107.01 FEET; THENCE S.07°35'04"E. A DISTANCE OF 195.87 FEET; THENCE S.82°24'56"W. A DISTANCE OF 107.01 FEET; THENCE N.07°35'04"W. A DISTANCE OF 195.87 FEET TO THE POINT OF BEGINNING. CONTAINING 20,960 SQ. FT. OR 0.48 ACRES.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83

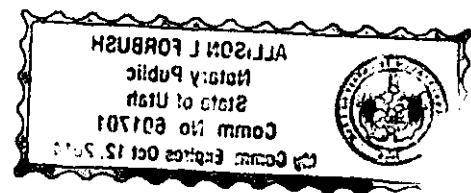
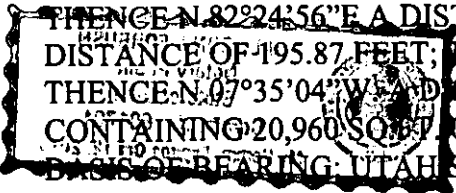


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