

## ENVIRONMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF IRONTON

THIS DECLARATION OF ENVIRONMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF IRONTON, hereinafter referred to as the "Declaration" is made and adopted this 16<sup>th</sup> day of March, 2004, by the Provo City Redevelopment Agency and the undersigned property owners (hereinafter collectively referred to as the "Declarants").

Declarants represent that, to the best of their knowledge and belief, they are the respective owners of the real property (hereinafter referred to as the "Ironton Site") located in Utah County, State of Utah, more particularly described on "Exhibit A," attached hereto and by this reference incorporated herein and made a part hereof.

As a result of a cooperative effort between United States Steel Corporation, the Utah Department of Environmental Quality (hereinafter referred to as "UDEQ"), the Provo City Redevelopment Agency and Provo City, the Ironton Site was environmentally investigated, characterized and cleaned up in accordance with the future land use identified in the Voluntary Cleanup Agreement (hereinafter referred to as the "VCA") (dated: July 30, 1998) executed by the parties. Upon completion of the environmental cleanup pursuant to the VCA, the properties are eligible for the awarding of a Certificate of Completion (COC) issued by UDEQ that acknowledges that the Ironton Site has been environmentally cleaned to the standards agreed to in the VCA, allows the Ironton Site to be used and developed consistent with the Ironton Site Management Plan (hereinafter referred to as the "SMP") and acknowledges to future owners and lenders protection from environmental liability provided by Utah Code § 19-8.113. (Copies of the VCA and SMP are public records available at the Provo City Recorder's Office.)

In consideration of having the COC recorded on the Declarants' property title, each of the undersigned property owners, as a voluntary participant and Declarant hereto, hereby agrees, covenants and declares that use of the undersigned Declarant's property is and shall be considered part of the Ironton Site subject to the following environmental covenants, conditions, limitations and restrictions, which shall run with the land, as provided by law, and shall be binding on all of the Declarants, their heirs, tenants, lessees, successors in interest and assigns:

1. The Ironton Site shall be used only for industrial/commercial purposes, including retail stores, offices, light industrial and light manufacturing facilities. Any future land use will be consistent with the Risk Evaluation Report, Ironton Site, Provo, Utah (dated: March 1998).

The Ironton site shall not be used for process industries such as oil refining and processing, steel manufacturing or other similar industries. Commercial industries, including managed care facilities, hospitals, or any other type of business that would require a caretaker to reside on the facility shall not be acceptable uses of the Ironton Site. Commercial industries that would expose children to hazardous constituents at the Ironton Site for extended periods of time such as day care and school facilities shall not be acceptable uses of the Ironton Site. The Ironton Site shall not be used for residential purposes.

Prior to grading, excavating or any other soil disturbance, whether under the issuance of a grading permit, building permit, project plan approval or any other land use permit or not, the Declarants agree to allow Provo City to review the proposed use to determine that all activities are conducted in accordance with the SMP.

2. No use shall interfere with the conditions required by the COC issued by UDEQ relating to the Ironton Site including monitoring the condition of the Ironton Site and/or shallow groundwater underlying it. Shallow groundwater within the Ironton Site boundaries shall not be accessed via wells, pits or sumps for drinking water, irrigation or bathing purposes except as expressly authorized in writing by the UDEQ or its successor Agency.
3. The SMP has been established Date 1/15/08 to regulate and manage residual contamination remaining on the Ironton Site in a manner consistent with the above mentioned Risk Evaluation Report, the completed remediation, and future land use proposed for the Ironton Site. The SMP and Environmental Covenants, Conditions and Restrictions for the Development of Ironton (CC &R's) will serve as a long-term remedy and management strategy designed to ensure that the components of the cleanup remain protective of human health. Each of the undersigned Declarants hereby agree to abide by all the provisions of the SMP and CC &R's and to assist Provo City in ensuring that the Ironton Site is managed in accordance with the SMP and CC & R's.
4. The Ironton Site shall not be used for any residential or other excluded uses unless the COC is amended by the UDEQ to allow suitable uses and the appropriate zoning ordinances are satisfied or waived.

This Declaration, upon recordation in the office of the Utah County Recorder, shall be binding on the Declarants, their heirs, tenants, successors in interest and assigns. The Provo City Redevelopment Agency and Provo City shall have the right to enforce, by any civil proceeding at law or in equity, all restrictions, conditions, covenants, reservations, limitations imposed by the provisions of this Declaration. In addition, the failure of a Declarant to comply with the Court's order in an enforcement proceeding may result in possible civil and/or criminal contempt proceedings. Failure of the Provo

City Redevelopment Agency or Provo City to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

The Provo City Redevelopment Agency and Provo City are hereby granted the right to enter upon any part of the Ironton Site, after reasonable notice to the owner and occupant thereof, for the purpose of inspecting to ascertain compliance with this Declaration, or in order to undertake such legal action as may be necessary to correct any non-compliance with this Declaration. In any legal or equitable proceeding to enforce the provisions hereof, or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorney's fees of the party or parties for whom judgment is entered in such amount as may be fixed by the Court in such proceeding.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. The covenants, conditions and restrictions shall run with and bind the land unless amended, released or terminated by the Declarants with the express written permission of UDEQ. Notwithstanding any other provision of the Declaration to the contrary, the Declarants expressly reserve the right to record such other and supplemental declaration(s) with respect to the Ironton Site, as they deem in their discretion to be necessary or desirable. Such other or supplemental declaration(s) may be more restrictive than this Declaration without otherwise invalidating the application of this Declaration.

The foregoing restrictions shall remain in full force and effect until such time as UDEQ or its successor Agency authorizes their amendment and/or release in writing.

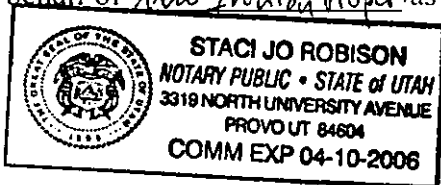
**DECLARANTS:**

**Property Owner 25 : New Ironton Properties L.C.**

Date: 3/16/04 By: Sen KHK  
Its: Manager

State of Utah )  
County of Utah )

On the 16 day of March of 2004, personally appeared before me, Steve K. Horton, who acknowledged that, having express authority to do so, s/he signed the above Environmental Covenants, Conditions and Restrictions for the Development of Ironton on behalf of New Ironton Properties LLC the property owner of Parcel 25.



Staci Jo Robison  
Notary Public

## ENVIRONMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF IRONTON

THIS DECLARATION OF ENVIRONMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF IRONTON, hereinafter referred to as the "Declaration" is made and adopted this 2 day of December, 2003, by the Provo City Redevelopment Agency and the undersigned property owners (hereinafter collectively referred to as the "Declarants").

Declarants represent that, to the best of their knowledge and belief, they are the respective owners of the real property (hereinafter referred to as the "Ironton Site") located in Utah County, State of Utah, more particularly described on "Exhibit A," attached hereto and by this reference incorporated herein and made a part hereof.

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City Redevelopment Agency or Provo City to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

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Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. The covenants, conditions and restrictions shall run with and bind the land unless amended, released or terminated by the Declarants with the express written permission of UDEQ. Notwithstanding any other provision of the Declaration to the contrary, the Declarants expressly reserve the right to record such other and supplemental declaration(s) with respect to the Ironton Site, as they deem in their discretion to be necessary or desirable. Such other or supplemental declaration(s) may be more restrictive than this Declaration without otherwise invalidating the application of this Declaration.

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**DECLARANTS:**

**Property Owner 14: John R. Curtis**

Date: 12/2/03

By: [Signature]  
Its: Property Owner

State of Utah )  
County of Utah )

On the 2 day of Dec of 2003, personally appeared before me, John Curtis, who acknowledged that, having express authority to do so, s/he signed the above Environmental Covenants, Conditions and Restrictions for the Development of Ironton on behalf of John Curtis as property owner of Parcel 14.

[Signature]  
Notary Public



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Declarants represent that, to the best of their knowledge and belief, they are the respective owners of the real property (hereinafter referred to as the "Ironton Site") located in Utah County, State of Utah, more particularly described on "Exhibit A," attached hereto and by this reference incorporated herein and made a part hereof.

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**DECLARANTS:**

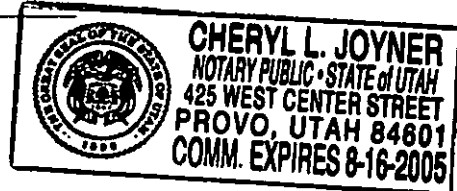
**Property Owner 1: Provo City Redevelopment Agency**

Date: March 2, 2004 By: A. Paul Lawson  
Its: Director

State of Utah )  
County of Utah )

On the 2 day of March of 2004, personally appeared before me, A. Paul Lawson who acknowledged that, having express authority to do so, s/he signed the above Environmental Covenants, Conditions and Restrictions for the Development of Ironton on behalf of Provo City as property owner of Parcel 1 Redevelopment Agency 3

Cheryl L. Joyner



## ENVIRONMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF IRONTON

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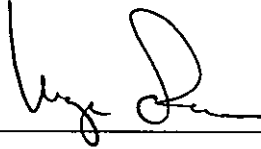
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**DECLARANTS:**

**Property Owner 2: Provo City Corporation**

Date: 3-2-04

By: 

Its: Chief Adm. officer

State of Utah )  
County of Utah )

On the 2nd day of March of 2004, personally appeared before me, Wayne Parker, who acknowledged that, having express authority to do so, s/he signed the above Environmental Covenants, Conditions and Restrictions for the Development of Ironton on behalf of Provo City as property owner of Parcel 2.



**LeNico Groosbeck**  
NOTARY PUBLIC • STATE of UTAH  
105 WEST 600 NORTH  
EMPLETON, UTAH 84606  
COMM. EXP. 12-31-2007

## ENVIRONMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF IRONTON

THIS DECLARATION OF ENVIRONMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEVELOPMENT OF IRONTON, hereinafter referred to as the "Declaration" is made and adopted this 25<sup>th</sup> day of September, 2002, by the Provo City Redevelopment Agency and the undersigned property owners (hereinafter collectively referred to as the "Declarants").

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2. No use shall interfere with the conditions required by the COC issued by UDEQ relating to the Ironton Site including monitoring the condition of the Ironton Site and/or shallow groundwater underlying it. Shallow groundwater within the Ironton Site boundaries shall not be accessed via wells, pits or sumps for drinking water, irrigation or bathing purposes except as expressly authorized in writing by the UDEQ or its successor Agency.
3. The SMP has been established Date 1/15/00 to regulate and manage residual contamination remaining on the Ironton Site in a manner consistent with the above mentioned Risk Evaluation Report, the completed remediation, and future land use proposed for the Ironton Site. The SMP and Environmental Covenants, Conditions and Restrictions for the Development of Ironton (CC & R's) will serve as a long-term remedy and management strategy designed to ensure that the components of the cleanup remain protective of human health. Each of the undersigned Declarants hereby agree to abide by all the provisions of the SMP and CC & R's and to assist Provo City in ensuring that the Ironton Site is managed in accordance with the SMP and CC & R's.
4. The Ironton Site shall not be used for any residential or other excluded uses unless the COC is amended by the UDEQ to allow suitable uses and the appropriate zoning ordinances are satisfied or waived.

This Declaration, upon recordation in the office of the Utah County Recorder, shall be binding on the Declarants, their heirs, tenants, successors in interest and assigns. The Provo City Redevelopment Agency and Provo City shall have the right to enforce, by any civil proceeding at law or in equity, all restrictions, conditions, covenants, reservations, limitations imposed by the provisions of this Declaration. In addition, the failure of a Declarant to comply with the Court's order in an enforcement proceeding may result in possible civil and/or criminal contempt proceedings. Failure of the Provo

City Redevelopment Agency or Provo City to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

The Provo City Redevelopment Agency and Provo City are hereby granted the right to enter upon any part of the Ironton Site, after reasonable notice to the owner and occupant thereof, for the purpose of inspecting to ascertain compliance with this Declaration, or in order to undertake such legal action as may be necessary to correct any non-compliance with this Declaration. In any legal or equitable proceeding to enforce the provisions hereof, or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorney's fees of the party or parties for whom judgment is entered in such amount as may be fixed by the Court in such proceeding.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. The covenants, conditions and restrictions shall run with and bind the land unless amended, released or terminated by the Declarants with the express written permission of UDEQ. Notwithstanding any other provision of the Declaration to the contrary, the Declarants expressly reserve the right to record such other and supplemental declaration(s) with respect to the Ironton Site, as they deem in their discretion to be necessary or desirable. Such other or supplemental declaration(s) may be more restrictive than this Declaration without otherwise invalidating the application of this Declaration.

The foregoing restrictions shall remain in full force and effect until such time as UDEQ or its successor Agency authorizes their amendment and/or release in writing.

**DECLARANTS:**

**Property Owner 23: Argonaut Investments Co.**

Date: 9/23/02

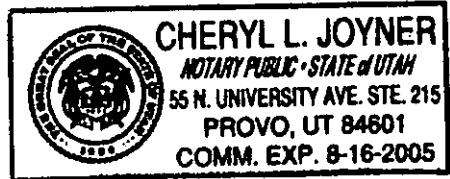
By: Jackson Howard

Its: Gen. Partner

State of Utah )  
County of Utah )

On the 23 day of Sept of 2002, personally appeared before me, Jackson Howard who acknowledged that, having express authority to do so, s/he signed the above Environmental Covenants, Conditions and Restrictions for the Development of Ironton on behalf of Argonaut Investments Co as property owner of Parcel 23.

Cheryl L. Joyner  
Notary Public



LEGAL DESCRIPTION  
— Revised, 26 September 2007 —

Mountain Vista Business Center  
C.C.&R. / Site Management Plan

**Parcel 1**

A parcel of land located in the Northeast and Southeast Quarters of Section 20, the Northwest and Southwest Quarters of Section 21, the Northwest Quarter of Section 28, and the Northeast Quarter of Section 29, Township 7 south, Range 3 east, Salt Lake Meridian, Utah County, Utah described as follows:

COMMENCING at a point on the west line of Mountain Vista Parkway, said point being westward of the southwest corner of Lot 8, Billings Technology Park Subdivision, Plat "F", said point being North 1563.41 feet and West 1777.21 feet from a brass cap monument marking the location of the East Quarter Corner of Section 20, Township 7 south, Range 3 east, Salt Lake Meridian

THENCE along a curve to the right having a radius of 1148.63 feet and an arc length of 407.33 feet, being subtended by a chord of South 19 degrees 12 minutes 30 seconds East for a distance of 405.20 feet along the west Right of Way line of Mountain Vista Parkway as described on said Plat F, as well as a Roadway Dedication Plat for said Parkway, recorded as Entry Number 63343:2006, Map Filing # 11665 in the office of the Utah County Recorder, see, also Record of Survey # 06-299 in the office of the Utah County Surveyor for this course and the next four courses;

- (1) THENCE South 09 degrees 02 minutes 57 seconds East for a distance of 234.48 feet;
- (2) THENCE along a curve to the left having a radius of 2178.73 feet and an arc length of 604.06 feet, being subtended by a chord of South 16 degrees 59 minutes 31 seconds East for a distance of 602.13 feet;
- (3) THENCE South 24 degrees 56 minutes 05 seconds East for a distance of 327.53 feet;
- (4) THENCE along a curve to the left having a radius of 7592.65 feet and an arc length of 376.53 feet, being subtended by a chord of South 26 degrees 21 minutes 20 seconds East for a distance of 376.49 feet;

THENCE leaving said west Right of Way line South 65 degrees 35 minutes 50 seconds West for a distance of 344.76 feet;

THENCE South 24 degrees 24 minutes 10 seconds East for a distance of 1020.00 feet;

THENCE South 65 degrees 35 minutes 50 seconds West for a distance of 68.50 feet to the centerline of said track;

THENCE along the centerline of that certain abandoned spur track described in Book 787 at Page 195 of deeds recorded as Entry Number 10747:1958 of said records the following four courses: (1) South 24 degrees 24 minutes 10 seconds East for a distance of 25.30 feet;

- (2) THENCE along a curve to the right having a radius of 774.81 feet and an arc length of 86.00 feet, being subtended by a chord of South 21 degrees 13 minutes 22 seconds East for a



distance of 85.96 feet;

(3) THENCE South 18 degrees 02 minutes 35 seconds East for a distance of 41.70 feet;  
and (4) THENCE along a curve to the right having a radius of 1910.08 feet and an arc length of 444.49 feet, being subtended by a chord of South 11 degrees 22 minutes 35 seconds East for a distance of 443.49 feet;

THENCE leaving said abandoned spur track South 24 degrees 24 minutes 50 seconds East for a distance of 1699.66 feet to a point on the north line of Utah State Highway 75, Project No. F-001-6(6);

THENCE along said north line the following three courses: (1) South 79 degrees 52 minutes 53 seconds East for a distance of 668.49 feet to a point 75 feet measured perpendicularly opposite engineer's station 106+00;

(2) THENCE South 88 degrees 51 minutes 33 seconds East for a distance of 645.49 feet to a point 70 feet measured perpendicularly opposite engineer's station 112+50;

and (3) THENCE North 89 degrees 47 minutes 53 seconds East for a distance of 4.39 feet to an existing fence as described in that certain Boundary Line Agreement in Book 1926 at Page 174 recorded as Entry Number 20949:1981 in said records;

THENCE along said fence and boundary line North 00 degrees 20 minutes 00 seconds West for a distance of 459.16 feet to a point on the south line of that certain parcel described in Book 1926 at Page 176 as Entry Number 20950:1981 of said records;

THENCE along the boundaries of said parcel the following six courses: (1) North 89 degrees 54 minutes 49 seconds West for a distance of 32.17 feet to the centerline of a flume carrying Spring Creek;

(2) THENCE along said flume North 00 degrees 00 minutes 50 seconds West for a distance of 418.46 feet;

(3) THENCE East for a distance of 12.49 feet to the centerline of said Spring Creek;

(4) THENCE along the centerline of Spring Creek North 00 degrees 43 minutes 39 seconds West for a distance of 680.62 feet;

(5) THENCE continuing along the centerline of Spring Creek North 34 degrees 11 minutes 57 seconds West for a distance of 244.16 feet;

and (6) THENCE East for a distance of 659.05 feet to the westerly Right of Way line of Highway 89, Project No. F.A. 35-37;

THENCE along a non-tangent curve to the left having a radius of 2814.79 feet and an arc length of 303.81 feet, being subtended by a chord of North 18 degrees 26 minutes 33 seconds West for a distance of 303.66 feet to the centerline of an 8 rod wide prescriptive Utah County Road established in 1871 and described in Book R7 at Page 3, Roadroute Survey Books, Series 5041, of the Utah State Archive records;

THENCE along said centerline the following seven courses: (1) North 41 degrees 41 minutes 00 seconds West for a distance of 1343.35 feet;

(2) THENCE along a curve to the right having a radius of 1909.86 feet and an arc length of 450.55 feet, being subtended by a chord of North 34 degrees 55 minutes 30 seconds West for a distance of 449.51 feet;

(3) THENCE North 28 degrees 10 minutes 00 seconds West for a distance of 348.40 feet;

(4) THENCE North 23 degrees 45 minutes 00 seconds West for a distance of 251.56 feet;

(5) THENCE along a line 66 feet southwesterly measured perpendicularly from the southwesterly boundary of Ironton Subdivision, Plat "A" and said centerline North 16 degrees 36

minutes 00 seconds West for a distance of 429.83 feet;

(6) THENCE North 32 degrees 52 minutes 00 seconds West for a distance of 917.38 feet;  
and (7) THENCE North 38 degrees 24 minutes 00 seconds West for a distance of 282.63 feet to a point on the southerly terminus of that certain parcel of land acquired for Highway 89 Right of Way, Project No. F.A. 35-37 described in Book 316 at page 380 recorded as Entry Number 546:1936 said point being South 54 degrees 22 minutes 54 seconds West for a distance of 3.93 feet from engineer's station 213+38.7 of said project;

THENCE South 54 degrees 22 minutes 54 seconds West for a distance of 46.07 feet to a point southwesterly measured at right angles from the centerline of said project;

THENCE North 35 degrees 56 minutes 48 seconds West for a distance of 98.13 feet;

THENCE along a curve to the left having a radius of 2814.79 feet and an arc length of 310.56 feet, being subtended by a chord of North 39 degrees 46 minutes 08 seconds West for a distance of 310.40 feet to the southeast corner of that parcel described in Book 2830 at page 434 recorded as Entry Number 35070:1991;

THENCE along the south boundary of said parcel and its westerly extension South 64 degrees 30 minutes 38 seconds West for a distance of 576.11 feet to the east line of Lot 8, Billings Technology Park, Plat "F";

THENCE along the easterly boundary of said Lot 8 South 32 degrees 59 minutes 22 seconds East for a distance of 116.57 feet to the north line of Lot 9, said Plat "F";

THENCE along said north line and the westward prolongation of said line South 65 degrees 35 minutes 50 seconds West for a distance of 308.11 feet to the west Right of Way line of Mountain Vista Parkway being the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said parcel 1 contains 208.896 acres more or less.

**BASIS OF BEARING:** South 00 degrees 41 minutes 58 seconds East for a distance of 2655.45 feet between existing monuments located at the East Quarter Corner and the Southeast Corner of Section 20, respectively, Township 7 south, Range 3 east, Salt Lake Meridian.

**LESS AND EXCEPTING THEREFROM** that certain parcel conveyed to Utah Power and Light Company by Warranty Deed recorded in Book 1990 at Page 28 as Entry Number 16834:1982 described as follows: Beginning at a point which is North 00 degrees 41 minutes 56 seconds West for a distance of 2336.35 feet and North 89 degrees 18 minutes 04 seconds East for a distance of 249.43 feet from the Southwest Corner of Section 21, Township 7 south, Range 3 east, Salt Lake Meridian.

THENCE North 70 degrees 20 minutes 04 seconds East for a distance of 65.40 feet;

THENCE South 27 degrees 14 minutes 56 seconds East for a distance of 63.70 feet;

THENCE South 62 degrees 45 minutes 04 seconds West for a distance of 64.78 feet;

THENCE North 27 degrees 17 minutes 13 seconds West for a distance of 72.33 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record

Said property contains 0.101 acres more or less.

ALSO, LESS AND EXCEPTING THEREFROM that certain parcel conveyed to Questar Gas Company by Warranty Deed recorded as Entry Number 1752:2005 described as follows: Beginning at a point which is North 1650.89 feet and West 784.76 feet from the East Quarter Corner of Section 20, Township 7 south, Range 3 east, Salt Lake Meridian.

THENCE South 54 degrees 22 minutes 54 seconds West for a distance of 75.00 feet;  
THENCE North 35 degrees 37 minutes 06 seconds West for a distance of 50.00 feet;  
THENCE North 54 degrees 22 minutes 54 seconds East for a distance of 75.00 feet;  
THENCE South 35 degrees 37 minutes 06 seconds East for a distance of 50.00 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.086 acres more or less.

Net total of Parcel 1, less the U.P.&L. and the Questar parcels: 208.709 acres more or less.