

## 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 19 day of June, 2008, 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 ~~2008~~ <sup>19 June 2008</sup> 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.

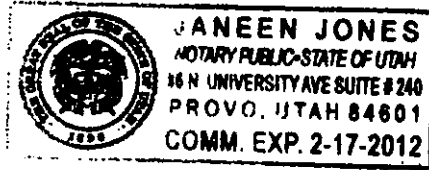
**DECLARANTS:**

**Property Owner : Provo City Redevelopment Agency**

Date: 19 June 2008 By: *A. Paul Hauser*  
Its: Director

State of Utah )  
County of Utah )

On the 19 day of June of 2008, personally appeared before me, A. Paul Glauser, 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 A. Paul Glauser as property owner of Parcel \_\_\_\_\_.



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 23 day of June, 2008, 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:

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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.

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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 6-23-08 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.

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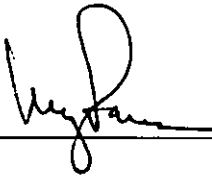
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Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. The covenants, conditions and restrictions shall run with and bind the land 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 : Provo City Corporation**

Date: 6-23-08 By:   
Its: CEO

State of Utah )  
County of Utah )

On the 23 day of June of 2008, 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 Wayne Parker as property owner of Parcel \_\_\_\_\_.



  
Notary Public

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

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3. The SMP has been established Date June 19, 2008 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.
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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.

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: New Ironton Properties L.C.**

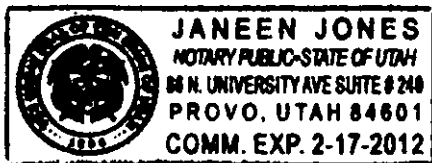
Date: 19 June 2008

By: *SKH*

Its: manager

State of Utah )  
County of Utah )

On the 19 day of June of 2008, 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 L.C. as property owner of Parcel \_\_\_\_\_.



*Janeen Jones*  
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 25 day of February, 2007, 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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**DECLARANTS:**

**Property Owner 24: Novatek**

Date: 2-25-04

By: *Joe Fox*  
Its: *Vice President*

State of Utah )  
County of Utah )

On the 25<sup>th</sup> day of February of 2004, personally appeared before me, Joe Fox, 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 Novatek as property owner of Parcel \_\_\_\_\_.



*Scott K. Gale*  
Notary Public

Mountain Vista Business Center

CC & R's/ Site Management Plan  
Legal Description

Parcel 2

Beginning at a point south 639.14 feet and west 2543.38 feet from the Northeast Corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; and running thence S 24° 37' 43" E 824.64 feet; thence S 89 ° 26' 38" W 136.46 feet; thence N 74 ° 43' 0" W 236.22 feet; thence N 21° 33' 34" W 634.18 feet; thence N 68° 42' 31" E 272.29 feet to the point of beginning.

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

Said parcel 2 contains 4.98 acres more or less.