



ENT 101636:2010 PG 1 of 8  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Nov 22 2:32 pm FEE 24.00 BY EO  
RECORDED FOR GROVER, JERRY

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

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

## EAST COMMERCIAL AREA LAND USE COVENANT

This East Commercial 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—DSHW (“*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 11.44 acres 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. The Executive Secretary maintains the administrative record relating to the Permit.

2. This Covenant applies to real property located in the Town of Vineyard, Utah County, State of Utah, and more particularly described at **Exhibit A** to this Covenant (“*East Commercial Area*”). Anderson Geneva is the owner of the East Commercial Area.

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 East Commercial 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, East Commercial Area, Former Geneva Steel Facility, Vineyard, Utah (“*SMP*”) 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. Low-levels of residual contamination do not affect, and the SMP and Covenant do not apply to, properties adjacent to the East Commercial 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 East Commercial Area and all Holders are subject to the following activity and use limitations.

7.1 Prohibited Land Use. The East Commercial Area may not be used for residential uses ("Prohibited Uses"). Additional investigation, human health risk assessment and possible corrective action, amendment or modification of the SMP and this Land Use Covenant, and approval by the Executive Secretary and any then Holder of the Land Use Covenant are required to allow for Prohibited Uses to be developed on the East Commercial Area. Exposure may be limited by employing a hard surface, a building structure, or vegetative or soil cover. A person planning to employ some other means to mitigate this risk shall obtain approval of the Executive Secretary prior to implementing that means.

7.2 Allowed Land Use. The East Commercial Area may be used for commercial, industrial, construction worker, recreation and any other comparable use with a similar level of human occupancy or use ("Allowed Uses"). Should Anderson Geneva or subsequent users of the East Commercial Area plan to develop any use other than Allowed Uses, the owner of the East Commercial Area and the user shall, prior to developing the use, demonstrate to the Executive Secretary's satisfaction that the risk levels of the proposed use will not exceed the applicable risk exposure level.

7.3 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. Each of the Holders hereby reserves to itself, and grants to USS, the Executive Secretary, and their respective authorized agents, employees, and, contractors a right of reasonable access to the East Commercial 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.

9. Notice. Except as provided in this subsection, any party or person desiring to access the East Commercial Area under authority of this Covenant shall provide notice to the then current owner of the portion of the East Commercial Area requiring access not less than 48 hours in advance of accessing the identified portion of the East Commercial 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 East Commercial 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 East Commercial Area.

10. Disruption. To the extent that Anderson Geneva, USS or any other Holder or permittee under the Permit conducts any activities on the East Commercial Area, they will use reasonable efforts to comply with the then owner's security needs and requirements and will conduct such activities so as to cause the least amount of disruption to the use of the East Commercial Area as may be reasonably possible. Any person who conducts any activities shall repair and replace any improvements or landscaping damaged on the East Commercial Area by such activities. The Executive Secretary and his authorized representatives will use reasonable efforts to comply with the then owner's security needs and requirements and will attempt to minimize disruption of the use of the East Commercial Area. The Executive Secretary will determine what needs, requirements, and activities are reasonable. Should the Executive Secretary's activities cause damage to East Commercial 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 East Commercial Area and shall be binding upon any owner of the East Commercial Area and each of their lenders, mortgagees, licensees, tenants, easement holders and any other person claiming an ownership, security or possessory interest in the East Commercial 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 Holder of this Covenant and their designated successors in interest to the East Commercial Area and assigns. 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 East Commercial 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 \_\_\_\_\_, 2010, RECORDED WITH  
THE UTAH COUNTY RECORDER ON \_\_\_\_\_, 2010, 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 undersigned 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 East Commercial 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 East Commercial 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 undersigned 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.

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 East Commercial 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 date that the Covenant, or any other covenant containing substantially similar activity and land use restrictions, is recorded with the Utah County Recorder's office against the East Commercial Area.

21. Notice. Unless otherwise notified in writing by or on behalf of the then current owner of the East Commercial 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—DSHW  
Utah Solid and Hazardous Waste Control Board  
P.O. Box 144880  
Salt Lake City UT 84114-4880

Anderson Geneva, LLC  
Dennis M. Astill, Esq.  
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.

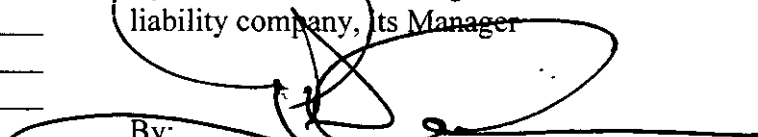
IN WITNESS WHEREOF, the parties have executed this Covenant as of the Effective Date.

**UTAH SOLID AND HAZARDOUS WASTE  
CONTROL BOARD**

By:   
Name: Scott T. Anderson  
Its: Executive Secretary

**ANDERSON GENEVA, LLC,**

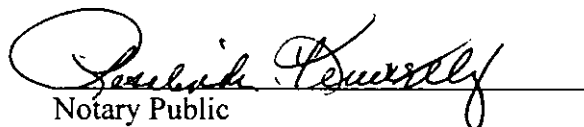
a Utah limited liability company  
By: Anderson Holdings, a Utah limited liability company, its Manager

By:   
Gerald D. Anderson, Manager



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.

  
Notary Public



**EXHIBIT A**

**BOUNDARY DESCRIPTION  
EAST COMMERCIAL AREA**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00°47'32"W. ALONG THE SECTION LINE A DISTANCE OF 524.32 FEET AND WEST A DISTANCE OF 652.27 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.81°27'53"W. A DISTANCE OF 460.00 FEET; THENCE N.06°33'22"W. A DISTANCE OF 1084.20 FEET; THENCE N.81°27'53"E. A DISTANCE OF 460.00 FEET; THENCE S.06°33'22"E. A DISTANCE OF 1084.20 FEET TO THE POINT OF BEGINNING. CONTAINING 498,453 SQ.FT. OR 11.44 ACRES.

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