ENT 123137:2008 PG 1 of 15 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2008 Nov 18 12:19 pm FEE 40.00 BY JL RECORDED FOR ANDERSON GENEVA DEVELO

When Recorded Return To: Anderson Geneva Dennis M. Astill, Esq. 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

PIPE MILL ENVIRONMENTAL COVENANT

1. This Pipe Mill Environmental 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") together with ANDERSON GENEVA DEVELOPMENT, INC. ("AGDI") 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

- 2. The real property covered by this Covenant is approximately 209 acres located within the roughly 1,680 acres of real property on which the former Geneva steel plant operated. The 1,680 acres are 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.
- 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 Property, pursuant to the Permit and Utah Admin. Code R315-101-1 to -8 to ensure that the environmental conditions in areas covered by this Covenant are protective of human health and the environment, subject to the activity and use limitations set forth in this Covenant and the Site Management Plan, Pipe Mill Area, Former Geneva Steel Facility, Vineyard, Utah, _______, 2008 ("SMP") maintained by the Executive Secretary in the Permit file.

COVENANTS

- 4. <u>Environmental Covenant</u>. 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").
- 5. <u>Property</u>. This Covenant covers approximately 209 acres of real property located in Lindon City and the Town of Vineyard, Utah County, State of Utah, and more particularly described at **Exhibit A** to this Covenant ("*Pipe Mill Area*").
- 6. Preliminary Covenant. This Covenant and the Environmental Covenant (Impacted Area Within Pipe Mill Area) of even date hereof ("Impacted Area Covenant") replace and supersede that certain Preliminary Pipe Mill Restrictive Covenant dated December 17, 2007 and recorded on December 18, 2007 against the Pipe Mill Area in the Utah County Recorder's office as Entry No. 173989:2007 ("Preliminary Covenant"). The Preliminary Covenant states, "Upon entering into the Environmental Covenant with the Executive Secretary, this [Preliminary] Covenant will be replaced and superseded by the Environmental Covenant, and the then owners of the Pipe Mill Area shall allow for and hereby consent to the recording of the Environmental Covenant against the Property."
- 6.1 Platted Lots. The Pipe Mill Area has been platted and subdivided into Lots 1-3 and 6-20 and Parcels A and B pursuant to the Eastlake at Geneva Industrial Business Park, Phase 1 plat, as amended, recorded on December 7, 2007 and June 24, 2008 as Entry Nos. 170123:2007 and 72829:2008, respectively, with the Utah County Recorder ("Phase 1 Plat"); Lots 1-5, Parcels A, D and E pursuant to the Eastlake at Geneva Industrial Business Park, Phase 2 plat, recorded on June 6, 2008 as Entry No. 66610:2008 with the Utah County Recorder ("Phase 2 Plat"); and Lots 1-3 pursuant to the Eastlake at Geneva Industrial Business Park Phase 3 plat, as amended, recorded on January 18, 2008 and August 26, 2008 as Entry Nos. 6526:2008 and 94888:2008, respectively, with the Utah County Recorder ("Phase 3 Plat").
- 6.2 <u>Lot Buyers</u>. Several parties have acquired title to platted lots within the Pipe Mill Area subject to the Preliminary Covenant. These parties shall execute forms that shall be notarized and recorded against their respective lots and shall state that the parties agree and acknowledge that this Covenant replaces and supersedes the Preliminary Covenant and touches, concerns and runs with their lots and is binding upon their lots, them and their successors and assigns.
- 6.3 Impacted Area. AGDI is the owner of Lot 7 within the Phase 1 Plat ("Impacted Area") that is described in the Impacted Area Covenant under which AGDI is a holder. The Impacted Area is subject to this Covenant.

- 7. <u>Holders</u>. Anderson Geneva and AGDI and their successors and assigns are holders under this Covenant and pursuant to the Act.
- 8. <u>Activity and Use Limitations</u>. The Pipe Mill Area and portions of certain platted lots within the Pipe Mill Area and all owners and users thereof are subject to the following activity and use limitations:

8.1 Land Use.

- (a) Affected Lots & Affected Area. Certain Solid Waste Management Units ("SWMUs") identified and addressed under the Permit affect portions of some of the platted lots, including the Impacted Area defined in Section 6.3 ("Affected Lots"), and portions of another area located south of 1600 North Street and west of Geneva Road ("Affected Area") within the Pipe Mill Area as depicted on Exhibit B to this Covenant. The Affected Lots include portions of Lots 1-3, 6-11, 14 and 20 and Parcel A of Phase 1 Plat, portions of Lots 3-5 and Parcel A of the Phase 2 Plat, and a portion of Lot 1 of the Phase 3 Plat. Those portions of Affected Lots and portions of the Affected Area covered by SWMUs are referred to below collectively as the "Site."
- Site Use Restriction. The Site shall not be used for managed care facilities, hospitals, child day care, schools, or residential uses and no caretaker shall reside on the Site ("Prohibited Uses"). Additional investigation, human health risk assessment and possible corrective action, amendment or modification of the SMP and this Covenant, and approval by the Executive Secretary and any then Holder of this Covenant are required to allow for Prohibited Uses to be developed on the Site. Presently, the Site may be used for commercial, industrial, recreation and any other comparable use with a similar level of human occupancy or use ("Allowed Uses"). Should the then owner or subsequent users of the Site develop any use other than Allowed Uses, the owner of the Site 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 exposure risk level. Soils within the Site encountered four feet or more below ground surface may be used within the boundaries of the Pipe Mill Area in conjunction with the Allowed Uses and shall remain subject to the SMP. Any activity undertaken by any person affecting soil four feet or more below the ground surface of the Site shall be conducted to mitigate the risk to persons conducting the activity and to future users of the property to the applicable exposure risk level. A hard surface, a building structure, or vegetative or soil cover may be employed to mitigate exposure to such soils. A person planning to employ some other means to mitigate this risk shall obtain approval of the Executive Secretary prior to implementing that means.
- (c) <u>Landscaping</u>. No significant ecological habitat shall be developed or maintained on the Site; provided, however, (a) trees, plants and shrubs and other commonly-used landscaping plants and features and stormwater retention ponds and similar facilities may

be developed, planted and maintained on the Site; and (b) the Lindon Hollow Creek may be maintained but not expanded from its current size and configuration as described in the SMP.

- 8.2 <u>Groundwater Use</u>. Groundwater within the shallow unconfined aquifer, as defined in the SMP, under the Pipe Mill Area shall not be used for potable, culinary, domestic, process, irrigation or any other purposes on the Pipe Mill Area.
- 8.3 Access. Anderson Geneva and AGDI hereby grant to themselves, the Executive Secretary, and their respective authorized agents, contractors, and employees, a right of reasonable access to the Pipe Mill 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 of 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.
- (a) Notice. Except as provided in this subsection, any party or person desiring to access the Pipe Mill Area under authority of this Covenant shall provide written notice to then current owner of the portion of the Pipe Mill Area requiring access not less than 48 hours in advance of accessing the identified portion of the Pipe Mill 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 oral and written notice to the current owner of the portion of the Pipe Mill 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 Pipe Mill Area.
- (b) <u>Disruption</u>. To the extent that Anderson Geneva, AGDI, USS or any other holder or permittee under the Permit conducts any activities on the Pipe Mill 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 Pipe Mill Area as may be reasonably possible. Any person who conducts any activities shall repair and replace any improvements or landscaping damaged on the Pipe Mill 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 in good faith to minimize disruption of the use of the Pipe Mill Area. The Executive Secretary will determine what needs, requirements, and activities are reasonable. Should the Executive Secretary's activities cause damage to improvements or landscaping, the injured party may present a claim against the State of Utah in accordance with Utah law.

- Wells. Holders and permittees under the Permit have the right to comply 8.4 with the SMP and Permit and to install, develop, repair, maintain and replace groundwater monitoring wells or other facilities within or in the vicinity of the Pipe Mill Area for purposes of monitoring groundwater and for corrective action activities as may be required under the SMP or Permit. The most important criterion for placement of water monitoring wells and related facilities is placement that will provide groundwater data required by the SMP and the Permit. So long as placement is consistent with this principle, water monitoring wells or other facilities may be placed within or in the vicinity of the Pipe Mill Area for purposes of monitoring groundwater and for the purposes of corrective action activities as may be required under the Permit. To the extent reasonably possible, any such monitoring wells or facilities will be placed in areas that will allow for construction of improvements, allow any then existing improvements structurally to remain undisturbed on the Pipe Mill Area, permit reasonable use of the Pipe Mill Area, and avoid disruption of the use of the Pipe Mill Area. All those conducting construction and land development activities on the Pipe Mill Area shall use reasonable care to avoid damaging any monitoring wells or related facilities, promptly report to Anderson Geneva or AGDI any wells or related facilities damaged during such activities, and pay all costs of repairing wells and related facilities damaged by their activities.
- 9. 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 Pipe Mill Area and shall be binding upon any owner of the Pipe Mill Area and each of their lenders, mortgagees, licensees, tenants, easement holders and any other person claiming an ownership, security or possessory interest in the Pipe Mill Area, each of whom shall allow for compliance with this Covenant, the SMP, and the Permit.
- 10. 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 Pipe Mill 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.
- 11. <u>Notice upon Conveyance</u>. Each instrument hereafter conveying any interest in the Pipe Mill Area or any portion of the Pipe Mill 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 AN

ENVIRONMENTAL C	OVENANT, DATED	, 2008, RECORDED
WITH THE UTAH CO	UNTY RECORDER ON	, 2008, AS
ENTRY NO	AND CONTAINS A	CTIVITY AND USE
LIMITATIONS SET FO	ORTH IN THE ENVIRONMEN	NTAL 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.

- 12. <u>Representations and Warranties</u>. Anderson Geneva and AGDI hereby represent and warrant to the other signatories hereto that:
- (a) They have 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
- (b) This Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which they are a party or by which they may be bound or affected.
- by a written instrument duly executed by the Executive Secretary, Anderson Geneva and AGDI 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 Pipe Mill 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.
- 14. <u>Severability</u>. 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.
- 15. <u>Governing Law</u>. This Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.
- 16. 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 Pipe Mill Area. A copy of the recorded Covenant shall be provided to the Executive Secretary not more than 30 days after the date of recording.

- 17. <u>Effective Date</u>. The effective date of this Covenant is the date upon which the fully executed Covenant is recorded against the Pipe Mill Area with the Utah County Recorder ("Effective Date").
- 18. <u>Notice</u>. Unless otherwise notified in writing by or on behalf of the then current owner of the Pipe Mill Area or the Executive Secretary, Anderson Geneva, AGDI, 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 and AGDI:

Attention:

Dennis M. Astill, Project Manager 9537 South 700 East Sandy, Utah 84070

19. <u>Authority</u>. The undersigned representatives of Anderson Geneva, AGDI 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	Anderson Geneva, LLC,
	CONTROL BOARD	a Utah limited liability company
	By: Sames J. Dawes	By:
	Name: Dennis R. Downs	a Utah lim(ted liab)ility company, its Manager
	Its: Executive Secretary	
		By:
	ANDERSON GENEVA DEVELOPMENT, INC.	Name Andres Manager
	a Stah corporation	
		ICE CASTLE RETIREMENT FUND, L.L.C.,
(By:	a Utah limited liability company
	Name	
	Its:wcz	By: 1031 Intermediary services, Inc.,

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a Utah corporation, its Sole Member

Michelle C. Smith, President

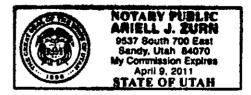
ACKNOWLEDGEMENTS

State of <u>Vtah</u> County of <u>Salt Lake</u>)				
County of <u>Salt Lake</u>) ss)	5:			
Before me, a notary public Gerald D Anderson, a d DEVELOPMENT, INC., who ack on behalf of Anderson Geneva De	luly authorizenowledged t	ed represer to me that h	ntative of ANI	DERSON GENE	EVA
IN TESTIMONY WHERE this 13 th day of Nov., 2008.	EOF, I have s	subscribed	my name and	affixed my office	cial seal
State of Utah)	·		NOTARY PUB ARMELL J. 24 9537 Bouth 700 (Sendy, Utah Se My Commission Ex April 8, 2011 STATE OF US	LIC IPON East 170 pires
County of <u>Salt Cake</u>) s:)	S.			

Before me, a notary public, in and for said county and state, personally appeared <u>Gerald D. Anderson</u>, 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 13th day of No., 2008.

Notary Public

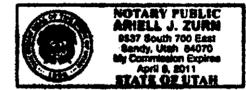


State of Utah)	
County of So 14	lake)	SS
County of Salt	lake)	

Before me, a notary public, in and for said county and state, personally appeared Michelle C. Smith, a duly authorized representative of 1031 INTERMEDIARY SERVICES, INC., a Utah corporation, 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 day of Nov, 2008.

Notary Public



State of Will

SS:

Before me, a notary public, in and for said county and state, personally appeared DENNIS R. DOWNS, 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 17th day of Novelly 2008.

Pagus () · /iZ Notary Public

Motery Public RAYMOND D. WIXOM 288 N. 1450 W. Saft Lake City, UT 84116 My Commincion Expires December 23, 2009 State of Utah

EXHIBIT A

Boundary Description, East Lake at Geneva Industrial Business Park, Phases 1-3

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

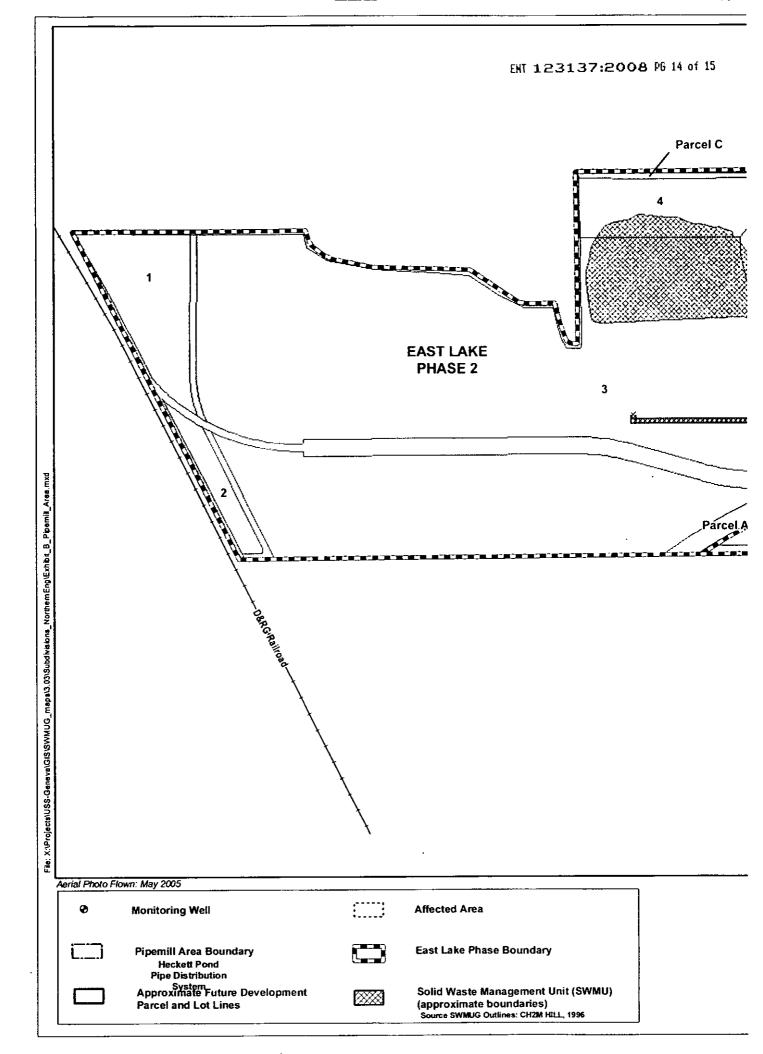
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE S.00°44'49"E. ALONG THE SECTION LINE A DISTANCE OF 887.28 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.89°47'50"E. A DISTANCE OF 307.55 FEET: THENCE N.89°52'18"E. A DISTANCE OF 1683.83 FEET; THENCE SOUTH A DISTANCE OF 436.52 FEET: THENCE N.89°29'57"E. A DISTANCE OF 1911.00 FEET; THENCE S.57°33'44"E. A DISTANCE OF 346.15 FEET; THENCE S.07°47'29"E. A DISTANCE OF 85.00 FEET; THENCE N.82°12'31"W. A DISTANCE OF 50.00 FEET; THENCE S.07°47'29"E. A DISTANCE OF 1066.76 FEET: THENCE S.89°39'16"W. A DISTANCE OF 36.90 FEET: THENCE S.89°39'15"W. A DISTANCE OF 359.70 FEET; THENCE S.00°19'30"E. A DISTANCE OF 33.00 FEET; THENCE S.89°39'15"W. A DISTANCE OF 2857.35 TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 64°28'00" AND A CHORD THAT BEARS S.57°25'15"W. A DISTANCE OF 53.34 FEET TO A POINT OF CURVATURE OF A 66.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 177.93 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 154°28'00" AND A CHORD THAT BEARS N.77°34'45"W. A DISTANCE OF 128.74 FEET; THENCE S.89°39'15"W. A DISTANCE OF 2516.68 FEET; THENCE N.27°15'52"W. A DISTANCE OF 861.95 FEET TO A POINT OF CURVATURE OF A 971.86-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 715.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°11'24" AND A CHORD THAT BEARS S.69°19'24"E. A DISTANCE OF 699.58 FEET; THENCE S.00°25'06"E. A DISTANCE OF 23.50 FEET; THENCE N.89°34'54"E. A DISTANCE OF 1265.28 FEET TO A POINT OF CURVATURE OF A 904.38-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°28'15" AND A CHORD THAT BEARS S.82°11'09"E. A DISTANCE OF 259.09 FEET: THENCE S.73°57'06"E. A DISTANCE OF 327.88 FEET TO A POINT OF CURVATURE OF

A 984.88-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°27'51" AND A CHORD THAT BEARS S.82°11'01"E. A DISTANCE OF 282.04 FEET; THENCE N.00°34'09"W. A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE OF A 904.88-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.80 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 16°27'00" AND A CHORD THAT BEARS N.82°10'36"W. A DISTANCE OF 258.91 FEET; THENCE N.73°57'06"W. A DISTANCE OF 327.88 FEET TO A POINT OF CURVATURE OF A 984.87-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.06 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°28'02" AND A CHORD THAT BEARS N.82°11'07"W. A DISTANCE 282.08 FEET; THENCE S.89°34'54"W. A DISTANCE OF 1265.26 FEET; THENCE SOUTH A DISTANCE OF 23.50 FEET TO A POINT OF CURVATURE OF A 938.84-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 787.88 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 48°04'59" AND A CHORD THAT BEARS N.66°21'52"W. A DISTANCE OF 764.97 FEET TO A POINT OF CURVATURE OF A 8241.80-FOOT RADIUS NON-TANGET REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 761.88 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 05°17'47" AND A CHORD THAT BEARS N.28°22'50"W. A DISTANCE OF 761.61 FEET; THENCE S.89°51'28"E. A DISTANCE OF 1066.60 FEET; THENCE S.14°20'07"E. A DISTANCE OF 65.48 FEET; THENCE S.57°56'01"E. A DISTANCE OF 111.92 FEET; THENCE S.78°38'52"E. A DISTANCE OF 218.84 FEET; THENCE S.86°48'30"E. A DISTANCE OF 285.85 FEET; THENCE S.85°44'08"E. A DISTANCE OF 160.51 FEET; THENCE S.55°49'59"E. A DISTANCE OF 154.97 FEET; THENCE S.63°27'48"E. A DISTANCE OF 136.12 FEET; THENCE S.89°45'30"E. A DISTANCE OF 130.07 FEET TO A POINT OF CURVATURE OF A 9.66-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 13.38 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 79°23'15" AND A CHORD THAT BEARS S.50°03'53"E. A DISTANCE OF 12.33FEET; THENCE S.10°22'16"E. A DISTANCE OF 65.06 FEET; THENCE S.18°56'23"E. A DISTANCE OF 78.88 FEET; THENCE S.29°47'33"E. A DISTANCE OF 49.52 FEET; THENCE N.89°15'09"E. A DISTANCE OF 66.00 FEET; THENCE N.00°44'53"W. A DISTANCE OF 810.62 FEET TO THE POINT OF BEGINNING. **CONTAINING 209.328 ACRES OF LAND**

EXHIBIT B

Map, Pipe Mill Area, Former Geneva Steel Facility Vineyard, Utah (URS July 2008)



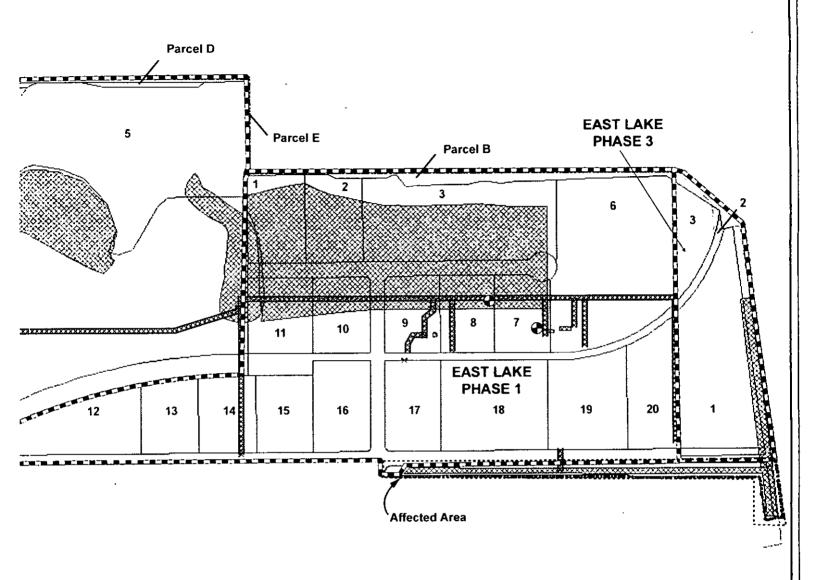




Exhibit B, Pipemill Environmental Covenant Pipe Mill Area Former Geneva Steel Facility Vineyard, Utah

200 0 200 400 Feet

Rolling Mills (Hot Forming)