

**When Recorded Return To:**  
**Anderson Geneva Development, Inc.**  
**Dennis M. Astill, Esq.**  
**9537 South 700 East**  
**Sandy, Utah 84070**

**FIRST AMENDED AND RESTATED  
PRELIMINARY PIPE MILL  
RESTRICTIVE COVENANT**

This First Amended and Restated Preliminary Pipe Mill Restrictive Covenant ("*First Amended Covenant*") is entered into, effective as of December 17, 2007, by **ANDERSON GENEVA, LLC**, and **ICE CASTLE RETIREMENT FUND, L.L.C.**, together with their developer agent **ANDERSON GENEVA DEVELOPMENT, INC.** (collectively "*AGDI*") in anticipation of entering into an Environmental Covenant(s) pursuant to Utah Code Ann. §§ 57-25-101 to -114 with the **EXECUTIVE SECRETARY—DSHW** ("*Executive Secretary*") **OF THE UTAH SOLID AND HAZARDOUS WASTE CONTROL BOARD** ("*Board*").

**RECITALS**

A. The real property covered by this First Amended Covenant is approximately 209-acres located within the roughly 1,680 acres of real property owned by AGDI on which the former Geneva steel plant operated. The 1,680 acres are subject to that certain Final Post-Closure Permit for Post-Closure Care and Facility-Wide Corrective Action, dated May 14, 2004 ("*Permit*") issued by DSHW to United States Steel Corporation ("*USS*") and Geneva Steel LLC ("*Geneva*"). AGDI has succeeded to Geneva's interests under the Permit. USS remains as a co-permittee under the Permit. DSHW maintains at its offices the administrative record relating to the Permit.

B. This First Amended Covenant supersedes and replaces that certain Preliminary Pipe Mill Restrictive Covenant dated December 17, 2007 and recorded on December 18, 2007 against the Property (defined below) in the Utah County Recorder's office as Entry No. 173989:2007 ("*Preliminary Covenant*"). AGDI is exercising its unilateral right and authority pursuant to Section 10 of the Preliminary Covenant to amend, replace, supersede or terminate the Preliminary Covenant. The First Amended Covenant will govern over any conflicting provision of the Preliminary Covenant.

C. 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 Utah Admin. Code R315-101-1 to -8 (elec. 2007) and

the Permit to ensure that the Property is protective of health and the environment for Allowed Uses (defined below), subject to the activity and use limitations set forth in this First Amended Covenant.

D. It is intended that the then owners of the Property shall allow for the recording of the Environmental Covenant(s) against the Property to replace and supersede this First Amended Covenant and the Preliminary Covenant.

## COVENANTS

1. Environmental Covenant(s). This First Amended Covenant is intended to be replaced and superseded by the Environmental Covenant(s), which AGDI will create, execute and record and that the Executive Secretary will require, approve and execute, pursuant to the Uniform Environmental Covenant(s) Act, Utah Code Ann. §§ 57-25-101 to -114 (elec. 2007), including any future amendments thereto.

1.1 Property. This First Amended 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 First Amended Covenant (“*Property*”). The Property 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 as Entry No. 170123:2007 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, as amended, 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 as Entry No. 6526:2008 with the Utah County Recorder (“*Phase 3 Plat*”).

2. Holders. AGDI is the holder of this First Amended Covenant.

3. Activity and Use Limitations. The Property and certain portions of the Property are encumbered by and subject to the following activity and use limitations:

3.1 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 (“*Affected Lots*”) and another area (“*Affected Area*”) within the Property as depicted on **Exhibit B** to this First Amended 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 of the Affected Area subject to SWMUs are referred to below collectively as the “*Site*.”

(b) 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 First Amended Covenant, and approval by the Executive Secretary and any then Holder of this First Amended 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 Property 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 or returning such soils to the same excavation area may be done 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) Landscaping. 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.

(d) Impacted Area. A portion of Lot 7 of the Phase 1 Plat is impacted by Trichloroethylene within the shallow unconfined groundwater aquifer identified in the SMP (“*Impacted Area*”). The Impacted Area is within the Property but does not affect other lots within the Property. The Impacted Area is described more particularly at **Exhibit C** to this First Amended Covenant. In addition, if an enclosed building or structure is constructed on or within the Impacted Area, then, to maintain indoor air quality within the enclosed building or structure, a passive underslab vapor barrier shall be designed and constructed into and maintained in the enclosed building or structure in accordance with and as more fully described in the SMP.

3.2 Groundwater Use. Groundwater within the shallow unconfined aquifer, as defined in the SMP, under the Property shall not be used for potable, culinary, domestic, process, irrigation or any other purposes on the Property.

3.3 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 Property at any time after the effective date of this First Amended Covenant for monitoring of compliance with the First Amended Covenant and for complying with the terms and conditions of the Permit and the SMP. All holders of and those subject to this First Amended Covenant are required to allow for compliance with the Permit and SMP. Nothing in this First Amended 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 Property under authority of this First Amended Covenant shall provide written notice to then current owner of the portion of the Property requiring access not less than 48 hours in advance of accessing the identified portion of the Property, 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 Property 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 Property.

(b) Disruption. To the extent that Anderson Geneva, AGDI, or any other holder or permittee under the Permit conducts any activities on the Property, 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 Property as may be reasonably possible. Any person who conducts any activities shall repair and replace any improvements or landscaping damaged on the Property by such activities.

3.4 Wells. Holders and permittees under the Permit have the right to comply 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 Property 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 Property 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 Property, permit reasonable use of the Property, and avoid disruption of the use of the Property. All those conducting construction and land development activities on the Property 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.

4. Running with the Land. This First Amended Covenant, together with the forthcoming Environmental Covenant(s) that will replace and supersede the First Amended Covenant, is a covenant that touches and concerns and runs with the Property and shall be binding upon any owner of the Property and each of their lenders, mortgagees, licensees, tenants, easement holders and any other person claiming an ownership or possessory interest in the Property. The then owners of the Property consent to and shall allow for the recording of the Environmental Covenant(s) against the Property to replace and supersede this First Amended Covenant and the Preliminary Covenant.

5. Compliance Enforcement. Compliance with this First Amended Covenant may be enforced by any holder of this First Amended Covenant and their designated successors in interest to the Property and assigns. Failure to timely enforce compliance with this First Amended 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 First Amended Covenant shall restrict the Executive Secretary from exercising any authority under applicable law. Nothing herein shall impose any responsibility or liability for any environmental condition existing on the Property as of the effective date of this First Amended Covenant, except for any breaches or violations of this First Amended Covenant or exacerbation of any environmental condition in violation with this First Amended Covenant or under then existing law. Any person who violates any requirement of this First Amended Covenant shall indemnify, hold harmless and defend the holders of this First Amended Covenant against any claims, liability, loss, damage, cost, expense, penalties (including attorney fees and costs) arising from the violation of this First Amended Covenant.

6. Future Conveyances.

6.1 Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this First Amended Covenant, together with the forthcoming Environmental Covenant(s) that will replace and supersede the First Amended Covenant, and shall set forth the recording of this First Amended Covenant at the Utah County Recorder's office. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO FIRST AMENDED COVENANT, DATED \_\_\_\_\_, 2007, RECORDED WITH THE UTAH COUNTY RECORDER ON \_\_\_\_\_, 2007, AS ENTRY NO. \_\_\_\_\_ THAT WILL BE REPLACED AND SUPERSEDED BY THE FORTHCOMING ENVIRONMENTAL COVENANT(S) AND THAT CONTAINS ACTIVITY AND USE LIMITATIONS SET FORTH IN THE

FIRST AMENDED COVENANT WHICH ALSO WILL BE REPLACED AND SUPERSEDED BY THE ENVIRONMENTAL COVENANT(S).

6.2 Acknowledgement. Prior to conveying any interest in the Property or any portion thereof, the then owner of the Property or any portion thereof shall cause each purchaser or transferee of, or party taking a security interest in, the Property or any portion thereof to sign an acknowledgement in the form attached as **Exhibit D** to this First Amended Covenant ("*Acknowledgement*"). The then owner shall record the Acknowledgement in the Utah County Recorder's Office against the Property or any portion thereof and shall send notice of the conveyance and a copy of the recorded Acknowledgement to ADGI at the address listed in **Section 11**.

7. Amendment or Termination. This First Amended Covenant may be amended, replaced, superseded or terminated only by a written instrument duly executed by AGDI. An amendment to the First Amended Covenant means changing or modifying the activity and use limitations of this First Amended Covenant or eliminating one or more activity and use limitations. The termination of the First Amended Covenant means the elimination of all activity and use limitations and all other obligations of this First Amended Covenant. To replace or supersede the First Amended Covenant means to replace and supersede the First Amended Covenant with the Environmental Covenant(s).

AGDI will record against the Property with the Utah County Recorder's office the fully executed instrument amending, modifying, replacing, superseding, or terminating this First Amended Covenant, and the current owner of the Property or any portion thereof consents to and shall allow for the recording of the same against the Property or any portion thereof.

8. Severability. If any provision of this First Amended 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.

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

10. Effective Date. The effective date of this First Amended Covenant is December 17, 2007.

11. Notice. Unless otherwise notified in writing by or on behalf of the then current owner of the Property or AGDI, or any holder of this First Amended Covenant, any document or communication required by this First Amended Covenant shall be submitted to:

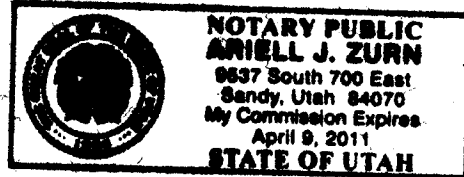


IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25<sup>th</sup> day of Aug., 2008.

Ariel J. Zurn  
Notary Public

State of Utah )  
 )  
County of Salt Lake )

SS:



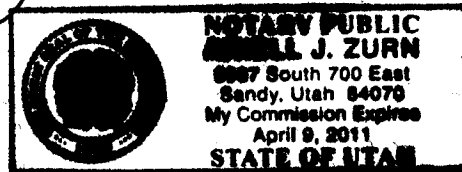
Before me, a notary public, in and for said county and state, personally appeared Gerald Anderson, a duly authorized representative of Anderson Geneva, LLC, who acknowledged to me that he did execute the foregoing instrument on behalf of Anderson Geneva, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25<sup>th</sup> day of Aug., 2008.

Ariel J. Zurn  
Notary Public

State of Utah )  
 )  
County of Salt Lake )

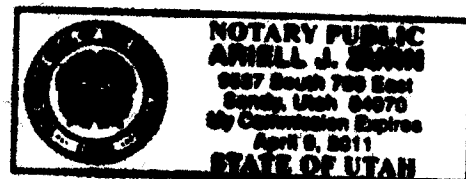
SS:



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 25<sup>th</sup> day of Aug., 2008.

Ariel J. Zurn  
Notary Public





**EXHIBIT A****Boundary Description, Pipe Mill Area**

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-TANGENT 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 12.33 FEET; 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

Parcel Identification No.'s 38:424:0001 - 0023  
 38:423:0001 - 0010  
 38:425:0001 - 0004

**EXHIBIT B**  
**[Portions of Affected Lots & Affected Area Map]**

File: X:\Projects\USS-Geneva\GIS\SWMUG\_maps\3.03\Subdivisions\_NorthernEng\Exhibit\_B\_Pipemill\_Area.mxd

Aerial Photo From: May 2005

-  Monitoring Well
-  Solid Waste Management Unit (SWMUG) (approximate boundaries)
-  Pipemill Area Boundary
-  Approximate Future Development Parcel and Lot Lines
-  Affected Area

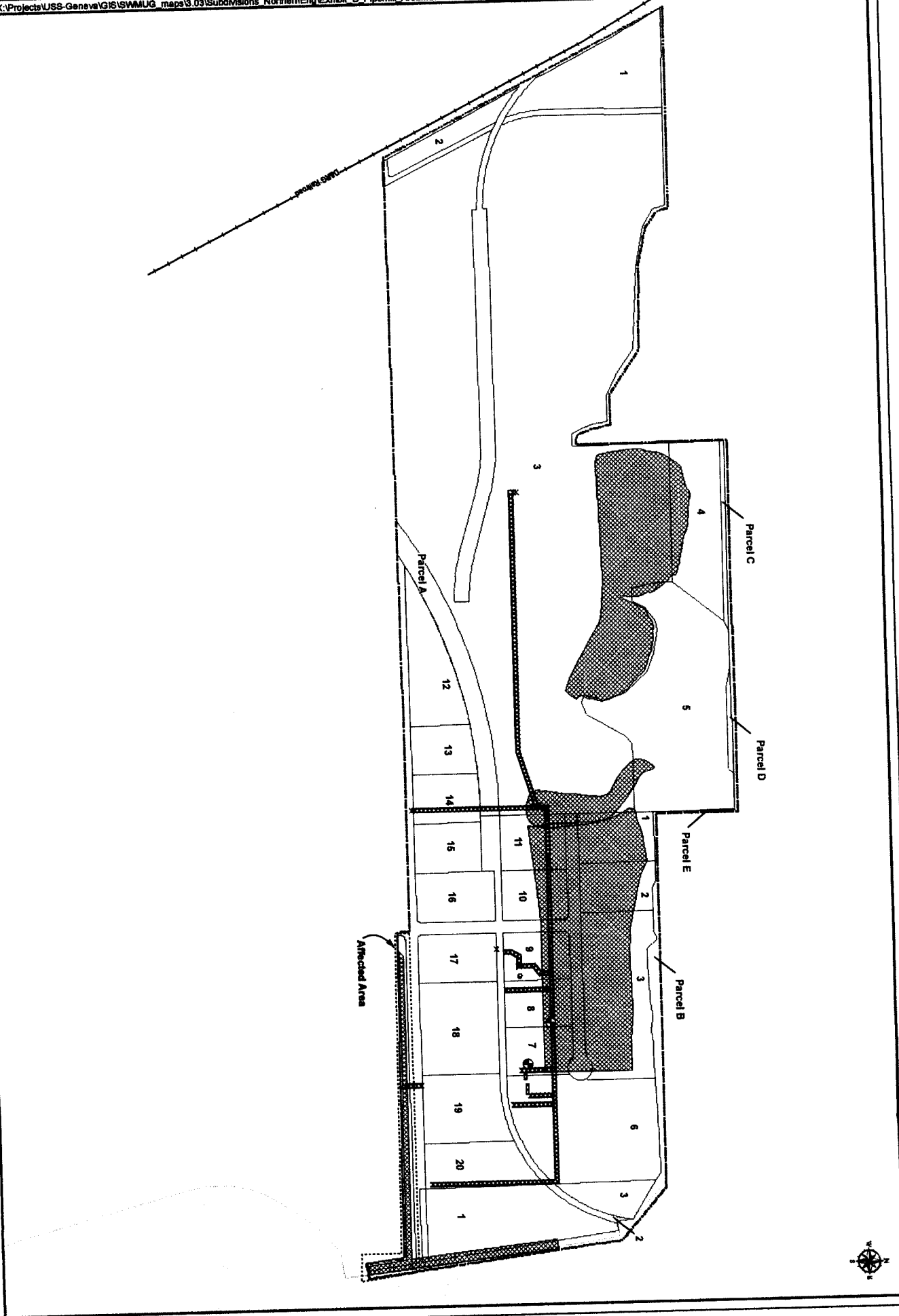
200 0 200 400 Feet

**Exhibit B, Pipemill Environmental Covenant**

**Pipe Mill Area  
Former Geneva Steel Facility  
Vineyard, Utah**

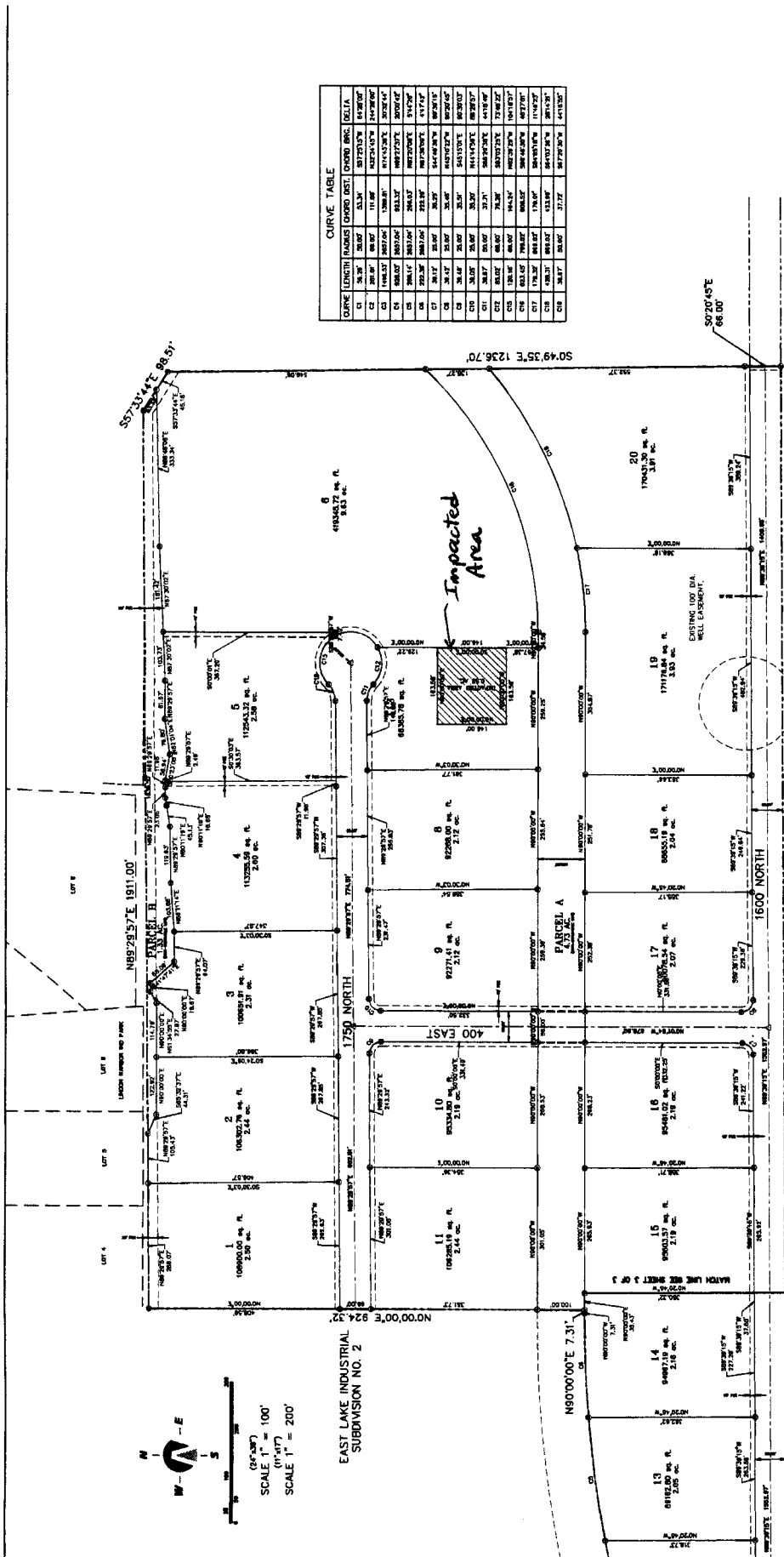
(July 2008)

URS



**EXHIBIT C**  
**[Impacted Area, Portion of Lot 7, Phase 1 Plat]**

# Exhibit C



CURVE TABLE			
CURVE LENGTH	ROUND POINT	CHORD DIST.	CHORD BEG. DELTA
0.1	34.35	33.34	337.215°
0.2	38.57	37.50	337.215°
0.3	42.80	41.73	337.215°
0.4	47.02	45.96	337.215°
0.5	51.25	50.19	337.215°
0.6	55.47	54.42	337.215°
0.7	59.70	58.65	337.215°
0.8	63.92	62.88	337.215°
0.9	68.15	67.11	337.215°
1.0	72.37	71.34	337.215°
1.1	76.60	75.57	337.215°
1.2	80.82	79.80	337.215°
1.3	85.05	84.03	337.215°
1.4	89.27	88.26	337.215°
1.5	93.50	92.49	337.215°
1.6	97.72	96.72	337.215°
1.7	101.95	100.95	337.215°
1.8	106.17	105.18	337.215°
1.9	110.40	109.41	337.215°
2.0	114.62	113.64	337.215°
2.1	118.85	117.87	337.215°
2.2	123.07	122.10	337.215°
2.3	127.30	126.33	337.215°
2.4	131.52	130.56	337.215°
2.5	135.75	134.79	337.215°
2.6	140.00	139.02	337.215°
2.7	144.22	143.25	337.215°
2.8	148.45	147.48	337.215°
2.9	152.67	151.71	337.215°
3.0	156.90	155.94	337.215°
3.1	161.12	160.17	337.215°
3.2	165.35	164.40	337.215°
3.3	169.57	168.63	337.215°
3.4	173.80	172.86	337.215°
3.5	178.02	177.09	337.215°
3.6	182.25	181.32	337.215°
3.7	186.47	185.55	337.215°
3.8	190.70	189.78	337.215°
3.9	194.92	194.01	337.215°
4.0	199.15	198.24	337.215°
4.1	203.37	202.47	337.215°
4.2	207.60	206.70	337.215°
4.3	211.82	210.93	337.215°
4.4	216.05	215.16	337.215°
4.5	220.27	219.39	337.215°
4.6	224.50	223.62	337.215°
4.7	228.72	227.85	337.215°
4.8	232.95	232.08	337.215°
4.9	237.17	236.31	337.215°
5.0	241.40	240.54	337.215°
5.1	245.62	244.77	337.215°
5.2	249.85	249.00	337.215°
5.3	254.07	253.23	337.215°
5.4	258.30	257.46	337.215°
5.5	262.52	261.69	337.215°
5.6	266.75	265.92	337.215°
5.7	270.97	270.15	337.215°
5.8	275.20	274.38	337.215°
5.9	279.42	278.61	337.215°
6.0	283.65	282.84	337.215°
6.1	287.87	287.07	337.215°
6.2	292.10	291.30	337.215°
6.3	296.32	295.53	337.215°
6.4	300.55	299.76	337.215°
6.5	304.77	303.99	337.215°
6.6	309.00	308.22	337.215°
6.7	313.22	312.45	337.215°
6.8	317.45	316.68	337.215°
6.9	321.67	320.91	337.215°
7.0	325.90	325.14	337.215°
7.1	330.12	329.37	337.215°
7.2	334.35	333.60	337.215°
7.3	338.57	337.83	337.215°
7.4	342.80	342.06	337.215°
7.5	347.02	346.29	337.215°
7.6	351.25	350.52	337.215°
7.7	355.47	354.75	337.215°
7.8	359.70	358.98	337.215°
7.9	363.92	363.21	337.215°
8.0	368.15	367.44	337.215°
8.1	372.37	371.67	337.215°
8.2	376.60	375.90	337.215°
8.3	380.82	380.13	337.215°
8.4	385.05	384.36	337.215°
8.5	389.27	388.59	337.215°
8.6	393.50	392.82	337.215°
8.7	397.72	397.05	337.215°
8.8	401.95	401.28	337.215°
8.9	406.17	405.51	337.215°
9.0	410.40	409.74	337.215°
9.1	414.62	413.97	337.215°
9.2	418.85	418.20	337.215°
9.3	423.07	422.43	337.215°
9.4	427.30	426.66	337.215°
9.5	431.52	430.89	337.215°
9.6	435.75	435.12	337.215°
9.7	439.97	439.35	337.215°
9.8	444.20	443.58	337.215°
9.9	448.42	447.81	337.215°
10.0	452.65	452.04	337.215°

**EAST LAKE SUBDIVISION**  
**NO. 1**  
 LOCATED IN THE NE 1/4 OF SECTION 5  
 T.6S., R.2E., S.1.B.&M.  
 TOWN OF WINGAND  
 COUNTY OF WINGAND UTAH  
 SCALE: 1" = 100 FEET

**Northern**  
**ENGINEERING INC**  
 ENGINEERING-LAND PLANNING  
 1040 E. 800 N.  
 ORCA, UTAH 84087  
 (801) 802-8952

KL 13-07-045-00 EAST LAKE INDUSTRIAL SUBDIVISION SHEET 2 OF 3 DATE 12/18/2007 3:31 PM

**EXHIBIT D**

**Acknowledgement**

When Recorded Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With Copy To:  
Dennis M. Astill, Esq.  
9537 South 700 East  
Sandy, Utah 84070

**ACKNOWLEDGMENT**

\_\_\_\_\_ ("Buyer") acknowledges that Lot No. \_\_\_\_\_, located within the East Lake at Geneva Industrial Business Park, Phase 1, as recorded in the Utah County Recorder's Office ("Property") is subject to a Preliminary Pipe Mill Restrictive Covenant (the "*Preliminary Covenant*"), recorded in the Utah County Recorder's Office on December 18, 2007, as Entry No. 173989:2007 of Official Records. The Preliminary Covenant was replaced and superseded by that certain First Amended and Restated Preliminary Pipe Mill Restrictive Covenant, recorded in the Utah County Recorder's Office on September 4, 2008, as Entry No. \_\_\_\_\_ ("*First Amended Covenant*"). The Preliminary Covenant and the First Amended Covenant provides that when the Executive Secretary--DSHW of the Utah Solid and Hazardous Waste Control Board ("Executive Secretary") approves an Environmental Covenant(s) that Buyer shall allow for, acknowledge and consent to the recording of the Environmental Covenant(s) against the Property to replace the Preliminary Covenant.

**ACKNOWLEDGED**

Buyer:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )      ss:

Before me, a notary public, in and for said county and state, personally appeared \_\_\_\_\_  
\_\_\_\_\_, a duly authorized representative of \_\_\_\_\_  
\_\_\_\_\_, who acknowledged to me that he did execute the foregoing instrument on behalf of \_\_\_\_\_  
\_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_