



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

1595 Wynkoop Street  
DENVER, CO 80202-1129  
Phone 800-227-8917  
<http://www.epa.gov/region08>

Ref: 8ENF-L

March 17, 2011

Mr. Grant Loader  
Manager, GCL Eureka Properties, LLC  
1070 East 500 South  
Pleasant Grove, Utah 84062

Dear Mr. Loader,

Enclosed please find a Unilateral Administrative Order directing you to file the attached Environmental Covenant on Parcel No. XE4848 in Eureka, Juab County, Utah. Please let me know if you would like to have a conference to discuss this matter further.

Sincerely,

A handwritten signature in cursive script that reads "Amelia Piggott".

Amelia Piggott  
Enforcement Attorney  
U.S. EPA Region 8  
303.312.6410

cc: Steven Moores, 8ENF-L, EPA  
Mike Rudy, 8ENF-RC, EPA  
Paula Schmittziel, 8EPR-SR, EPA  
Stan Christensen, 8EPR-SR, EPA  
Sandra Allen, State of Utah  
Michael Stork, State of Utah  
Duane Mortensen, State of Utah



UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

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FILED  
EPA REGION VIII  
HEARING CLERK

IN THE MATTER OF:  
Eureka Mills Superfund Site  
Juab County, Utah,

ADMINISTRATIVE ORDER DIRECTING  
COMPLIANCE WITH REMEDIAL  
ACTION

GCL Eureka Properties LLC,  
Respondent.

U.S. EPA Region 8  
CERCLA Docket No. **CERCLA-08-2011-0006**

Proceeding Under Section 106(a) of the  
Comprehensive Environmental Response,  
Compensation, and Liability Act, as  
amended, 42 U.S.C. § 9606(a)

**ADMINISTRATIVE ORDER DIRECTING COMPLIANCE  
WITH REMEDIAL ACTION**

**I. INTRODUCTION AND JURISDICTION**

1. This Order is issued to Respondent by the United States Environmental Protection Agency ("EPA") under the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580 (52 Fed. Reg. 2926, January 29, 1987), was delegated to EPA Regional Administrators on September 13, 1987, by EPA Delegation No. 14-14-B and was further re-delegated to the Director, Superfund Remedial Response. This Order directs Respondent to implement actions required by the Record of Decision for the Eureka Mills Superfund Site ("Site") dated September 30, 2002.

**II. DEFINITIONS**

2. Unless otherwise expressly provided herein, terms used in this Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or its implementing regulations. Whenever terms listed below are used in this Order or in the documents attached to this Order or incorporated by reference into this Order, the following definitions shall apply:

- A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.
- B. "Day" shall mean a calendar day unless expressly stated to be a working day.  
"Working day" shall mean a day other than a Saturday, Sunday, or Federal Holiday.  
In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the end of the next working day.
- C. "Environmental Covenant" shall mean the attached Environmental Covenant, drafted in accordance with Utah Code Ann. Section 57-25-101 et seq.
- D. "EPA" shall mean the United States Environmental Protection Agency.
- E. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.
- F. "Property" shall mean the portion of Chief Mine Number 1 Waste Pile owned by GCL Eureka Properties LLC.
- G. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to Lead-Contaminated Soils at the Site, executed on September 30, 2002, and all attachments thereto.
- H. "Respondent" shall mean Grant Loader, registered agent for GCL Eureka Properties LLC, and GCL Eureka Properties LLC.
- I. "Section" shall mean a portion of this Order identified by a Roman numeral.
- J. "Site" shall mean the Eureka Mills Superfund Site, located in Eureka, Juab County, Utah.
- K. "State" shall mean the State of Utah, including the Utah Department of Environmental Quality ("UDEQ").
- L. "United States" shall mean the United States of America.

### III. FINDINGS OF FACT

3. The Eureka Mills Superfund Site is located in central Utah, approximately 80 miles southwest of Salt Lake City. It encompasses the City of Eureka and adjacent unincorporated areas of Juab County. Gold, silver, and, to a lesser extent, copper and lead mining operations continued from 1870 until the 1950s, and sporadically thereafter. Located at the heart of the Tintic Mining District, the Site contained both residential and non-residential areas contaminated by lead, arsenic, antimony, mercury, and thallium.
4. The lead, arsenic, antimony, mercury, and thallium were all released into the environment by historic mining activities. The concentrations of contaminants at the Site posed dangers to nervous system development and caused an increased risk of cancer to Eureka residents.
5. EPA conducted a Time-Critical Removal Action in 2001 and 2002 to address the immediate site risks, initially targeting residential properties where one or more children lived with elevated blood-lead levels. On September 30, 2002, EPA issued a Record of Decision (“ROD”) to address lead-contaminated soils and mine waste piles throughout Eureka.
6. The remedy chosen in the ROD involved soil excavation, replacement with clean fill materials, and re-vegetation. The ROD required the use of certain engineered Response Action Structures (“RAS”) to implement and protect the chosen remedy. Response Action Structures include features such as capped mine waste piles, constructed drainage features such as sediment ponds and drainages, and access roads.
7. The Chief Mine Number 1 Waste Pile is a RAS. A portion of the Chief Mine Number 1 Waste Pile is used as a permanent repository for contaminated soils. Approximately 90,000 cubic yards of contaminated soils are stored within the repository cell. The portion of the Chief Mine Number 1 Waste Pile that is not used as a repository has been graded and capped with an engineered barrier. Use of the Chief Mine Number 1 Waste Pile in this manner was agreed to in a judicially entered consent decree between the United States and the previous property owner, Chief Mining Company. U.S. v. Chief Consolidated Mining Co., U.S. Dist. Ct., Dist. Of Utah, 2:04CV00891 BSJ, Jan. 27, 2005.
8. EPA concluded remediation of contaminated soil and mine waste areas in October 2010. Because the remedy did not contemplate removing all contaminated materials in Eureka, the ROD requires certain institutional controls to prevent exposure to contamination. One type of institutional control identified in the ROD is an Environmental Covenant. Under the terms of the ROD, parcels of property containing RASs require Environmental Covenants. These Covenants control actions that could negate the remedy, such as digging, excavating, disturbing soil, or

otherwise exposing contaminated materials. The Chief Mine Number 1 Waste Pile is a RAS that requires a Covenant.

9. On June 25, 2003, Respondent acquired a portion of the Chief Mine Number 1 Waste Pile at an auction conducted by the sheriff of Juab County. Respondent's parcel is entirely within the footprint of the Chief Mine Number 1 RAS.
10. As a purchaser of the Property, Respondent could avoid CERCLA liability only by complying with CERCLA, including Section 101(40), 42 U.S.C. § 9601(40). Respondent has not complied with the provisions of Section 101(40), specifically 101(40)(B)(i), requiring a purchaser to make all appropriate inquiries into the previous ownership and uses of the facility, and 101(40)(E), requiring that the purchaser provide full cooperation, assistance, and access to persons that are authorized to conduct response actions.
11. On October 21, 2003, EPA sent Respondent a Notice of Potential Liability Pursuant to CERCLA Sections 106 and 107, 42 U.S.C. §§ 9606 and 9607. The Notice letter informed Respondent that, so long as Respondent granted access and cooperation, EPA was uninterested in pursuing Respondent as a Potentially Responsible Party. On November 3, 2003, Respondent wrote a letter to EPA indicating he would cooperate with EPA.
12. On October 12, 2010, Remedial Project Manager Paula Schmittiel, State Project Manager Michael Stork, and contractor Jeremy Ayala (HDR Engineering, Inc.) encountered Respondent at 1515 Main Street, in Eureka. They attempted to discuss the necessity of filing the Environmental Covenant on the Chief Mine Number 1 Waste Pile Parcel. Respondent declined to discuss the Covenant and left the premises.
13. On October 26, 2010, United States Army Corps of Engineers Quality Assurance Specialist Mark Buss and contractor Jeremy Ayala drove to Respondent's house to deliver a copy of an EPA letter asking Respondent to file the attached Environmental Covenant on the Property. Respondent's car was in the driveway; however, the gate surrounding the property was locked. Respondent did not answer the phone. Mr. Buss and Mr. Ayala did not enter the property, but left the letter detailing the Environmental Covenant and a sample of the Environmental Covenant in Respondent's mailbox.
14. On October 27, 2010, EPA sent a certified letter to Respondent, explaining the necessity of filing the Environmental Covenant. On October 29, November 2, and November 17, 2010, the United States Post Office attempted to deliver the letter. Respondent never accepted service, nor did he retrieve the letter from the Post Office thereafter. EPA received the returned unopened letter on November 24, 2010.

15. Respondent has not filed the requisite Environmental Covenant on the Chief Mine Waste Pile Number 1 Parcel, nor has he responded to EPA's attempts to discuss the matter with him.

#### **IV. CONCLUSIONS OF LAW AND DETERMINATIONS**

16. The Eureka Mills Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
17. Respondent GCL Eureka Properties LLC is a "person" and Grant Loader is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
18. Respondent is a "liable party" as defined by Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is subject to this Order under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).
19. There was a "release" of hazardous substances into the environment as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
20. Failure to protect the RAS may lead to a further release of hazardous substances into the environment.
21. Lead contaminated soils and mine waste remediated by EPA pursuant to the Agency's September 30, 2002 ROD are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
22. Pursuant to the abovementioned ROD, EPA determined that the Environmental Covenant must be filed on the Property to prevent the release of one or more hazardous substances from the facility, the release of which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

#### **V. NOTICE TO THE STATE**

23. Prior to issuing this Order, EPA notified the State of Utah, Department of Environmental Quality, which supports EPA's issuing this Order.

#### **VI. ORDER**

24. Based on the foregoing, Respondent is hereby ordered to comply with the following provisions, including, but not limited to, all attachments to this Order and all documents and schedules incorporated by reference into this Order.

25. Respondent shall implement the institutional controls and land use limitations set forth in the ROD and Consent Decree to ensure the long-term protection of human health and environment by filing the Environmental Covenant, attached as Exhibit 1, incorporated herein by reference, with the Juab County Recorder's Office within 30 days of the Effective Date.
26. Respondent shall notify the United States in writing within 15 days after filing the Environmental Covenant and provide to EPA a copy of the Environmental Covenant that has been stamped by the Juab County Recorder.
27. Notwithstanding any provision of this Order, the United States and the State retain all access authorities and rights, as well as rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

#### **VII. NOTICE OF INTENT TO COMPLY**

28. Respondent shall provide, not later than ten (10) business days after the effective date of this Order, written notice to EPA's Technical Enforcement Specialist stating whether Respondent will comply with the terms of this Order. If Respondent does not unequivocally commit to file the Environmental Covenant, as provided by this Order, Respondent shall be deemed to have failed to comply with this Order.

- A. Respondent shall direct written notice to:

Mike Rudy  
8ENF-RC  
U.S. EPA Region 8  
1595 Wykoop St.  
Denver, CO 80202

- B. Respondent shall direct electronic correspondence to:  
Rudy.mike@epa.gov

#### **VIII. PARTIES BOUND**

29. This Order shall apply to and be binding upon Respondent, as identified in Paragraph 2(H), as well as Respondent's employees, agents, successors, and assigns.
30. Should Respondent transfer Property prior to filing the Covenant, no later than thirty (30) days prior to any transfer of any real property interest in the Property, Respondent shall submit a true and correct copy of the transfer documents to EPA, and shall identify the transferee by name, principal business address, and effective date of the transfer.

## **IX. DELAY IN PERFORMANCE**

31. Any delay in performance of this Order shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondent's obligations to fully perform all other obligations under the terms and conditions of this Order.
32. Respondent shall notify EPA of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone to EPA's Technical Enforcement Specialist, Mike Rudy, within forty-eight (48) hours after Respondent first knew or should have known that a delay might occur. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Within five (5) business days after notifying EPA by telephone, Respondent shall provide written notification fully describing the nature of the delay, any justification for the delay, any reason why Respondent should not be held strictly accountable for failing to comply with any relevant requirement of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effect of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order is not a justification for any delay in performance.

## **X. UNITED STATES NOT LIABLE**

33. The United States, by issuing this Order, assumes no liability for any injuries or damages to persons or property resulting from acts or omissions by Respondent, or Respondent's employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order. Neither EPA nor the United States may be deemed to be a party to any contract entered into by Respondent or Respondent's employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order.

## **XI. ENFORCEMENT AND RESERVATIONS**

34. EPA reserves the right to bring an action against Respondent under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States related to this Order and not reimbursed by Respondent. This reservation shall include, but not be limited to, past costs, direct costs, indirect costs, the costs of oversight, the costs of compiling the cost documentation to support an oversight cost demand, as well as accrued interest as provided in Section 107(a) of CERCLA.
35. Nothing in this Order shall preclude EPA from taking any additional enforcement actions, including modification of this Order or issuance of additional Orders, and/or additional remedial or removal actions as EPA may deem necessary, or from requiring Respondents in the future to perform additional activities pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), et seq., or any other applicable law. Respondent shall be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for the costs of any such additional actions.

36. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection, and enforcement authorities and rights under CERCLA, RCRA, and any other applicable statutes or regulations.
37. Respondent shall be subject to civil penalties under Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), of not more than \$37,500 for each day in which Respondent willfully violates, or fails or refuses to comply with this Order without sufficient cause. In addition, failure to properly provide response action under this Order, or any portion hereof, without sufficient cause, may result in liability under Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), for punitive damages in an amount at least equal to, and not more than, three (3) times the amount of any costs incurred by the Fund as a result of such failure to take proper action.
38. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person for any liability it may have arising out of, or relating in any way to, the Site.
39. If a court issues an order that invalidates any provision of this Order or finds that Respondent has sufficient cause not to comply with one or more provisions of this Order, Respondent shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

## **XII. ADMINISTRATIVE RECORD**

40. EPA has compiled an Administrative Record containing the documents supporting the decision to issue this Order. The Administrative Record is available for review at EPA Region 8 Headquarters, 1595 Wynkoop, Denver, CO 80202.
41. Upon request by EPA, Respondent must submit to EPA all documents in its possession related to the response action for possible inclusion in the administrative record file.

## **XIII. EFFECTIVE DATE AND COMPUTATION OF TIME**

42. This Order shall be effective immediately after the Order is signed by the Director, Office of Remedial Response. All times for performance of ordered activities shall be calculated from this effective date.

## **XIV. OPPORTUNITY TO CONFER**

43. Respondent may, within ten (10) days after the date this Order is signed, request a conference with EPA to discuss this Order.
44. The purpose and scope of this conference shall be limited to issues involving the implementation of the response actions required by this Order and the extent to which Respondent intends to comply with this Order. This conference is not an evidentiary hearing, and does not constitute a proceeding to challenge this Order. It does not give Respondent a right to seek review of this Order, or to seek resolution of potential liability, and no official stenographic record of the conference will be made. At any conference held pursuant to

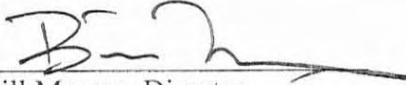
Respondent's request, Respondent may appear in person or by an attorney or other representative.

45. Requests for a conference must be by telephone, followed by a written confirmation mailed that day to:

Amelia Piggott, Esq.  
Legal Enforcement Program  
8ENF-L  
1595 Wynkoop St.  
Denver, CO 80202  
Phone: 303.312.6410

SO ORDERED.

By



Bill Murray, Director  
Office of Remediation Response  
Region 8  
U.S. Environmental Protection Agency

3/17/11  
Date

ATTACHMENTS

**After recording, return to:**

Grant Slater Loader and Carol Loader, Managers  
GCL Eureka Properties, LLC  
1070 East 500 South  
Pleasant Grove, Utah 84062

**With copy to:**

Project Manager, Eureka Mills Site  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality  
P. O. Box 144840  
Salt Lake City, UT 84114-4840  
Re: Eureka Mills NPL Site, Eureka, UT

And

Remedial Project Manager - Eureka Mills Site  
U.S. Environmental Protection Agency, Region 8  
1595 Wynkoop Street  
Denver Colorado 80202-1129  
Re: Eureka Mills NPL Site, Eureka, UT

Parcel No. XE4848

### **ENVIRONMENTAL COVENANT**

Pursuant to the Utah Uniform Environmental Covenants Act (Utah Code Ann. Section 57-25-101 et seq.), GCL Eureka Properties LLC, owner of all of Lot 17, Block 6, Plat A of the Eureka City Survey, Juab County, Utah, hereby makes and imposes upon the Property the following described Environmental Covenant, subject to the terms and conditions stated herein:

1. **Notice**. Notice is hereby given that the Property is or may be contaminated with hazardous substances as described below and, therefore, this Environmental Covenant must be imposed to mitigate the risk to the public health, safety and/or the environment:
2. **Environmental Response Project**. Elevated levels of lead and other metals have been found in the soil and mine waste within the boundaries of the Eureka Mills National Priorities List ("NPL") Site. EPA completed a Remedial Investigation (RI) Report

for the Site in July 2002 and a Feasibility Study (FS) Report in September 2002. During the RI, EPA conducted a risk assessment and concluded that the elevated levels of lead and other metals in the soil and mine waste created an unacceptable risk to human health. A removal action was completed at the Site, authorized by an EPA Action Memorandum, dated May 29, 2001. Remedial actions for the Site are identified in EPA's Record of Decision for Lead Contaminated Soils in Operable Units 00, 01, 02 and 03 (OUs) of the Eureka Mills Superfund Site, dated September 2002. On October 12, 2010, the City of Eureka adopted a land use ordinance, entitled "Regulations and Permitting Procedures for Excavations and Development in the Eureka Mills Superfund Site, Ordinance 10-12-2010, Chapter 13." The ordinance is a local land use ordinance approved by EPA and UDEQ. In addition to Owner complying with this ordinance, the Environmental Covenant outlined herein is necessary to fully implement the remedy selected in the Record of Decision. More information about the Remedial Action Structure located on the Property may be found in the "Operations and Maintenance Manual-Eureka Mills Superfund Site, July 31, 2009" which is located at EPA Region 8 Headquarters or the UDEQ.

3. **Administrative Record.** The name of the Administrative Record for the environmental response project is "Eureka Mills Site," and it is located at the EPA Superfund Record Center, 1595 Wynkoop Street, Denver, CO 80202-1129. Information about contamination on the Property is also available for review at the Utah Department of Environmental Quality (UDEQ), Division of Environmental Response and Remediation, located in Salt Lake City, UT.

4. **Owner.** GCL Eureka Properties LLC is the current Owner of the Property. Consistent with the provisions of this Environmental Covenant, the obligations of the Owner are imposed on assigns and successors in interest, including any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, easement holders, and/or lessees (Transferee) during that owner's period of occupation, ownership or control.

5. **Holder.** GCL Eureka Properties LLC is also the Holder of this Environmental Covenant. As Holder, GCL Eureka Properties LLC may enforce and comply with this Environmental Covenant after the transfer of the Property.

6. **Agency.** The EPA and the UDEQ are each an Agency for the purpose of this Environmental Covenant as that term is defined in the Utah Uniform Environmental Covenants Act. Neither the EPA nor the UDEQ assume any affirmative obligation through the entry of this Environmental Covenant.

7. **Use Restrictions: Response Action Structures.** EPA's Superfund Response Action Structures are shown in the survey in Attachment A. EPA's Response

Action Structure encompasses the Property and is hereby affected by the following use restrictions:

- a) **Restriction on New Construction or Surface Disturbance.** No new construction or soil disturbance of any kind that disrupts or may have the potential to disrupt the integrity of the Response Action Structure is allowed except as authorized specifically and expressly in writing by UDEQ with written concurrence by EPA.
- b) **Prohibition on Agricultural Use.** No agricultural use shall be permitted or allowed, including, but not limited to, the grazing, feeding or keeping of any animal for agricultural or commercial purposes.
- c) **Prohibition on Residential and Public Use.** No residential use, including, but not limited to, any single family or multi-family residential dwelling, whether permanent or temporary, and no playgrounds, parks, schools, daycare centers (whether independent or ancillary to a permitted use), recreational facilities of any type, community centers, hospitals, or adult care centers shall be permitted or allowed.

8. **Compliance With Local Institutional Control Ordinances.** The Property is hereby limited or otherwise affected by the following restrictions:

- a) The Owner shall follow the process required by the local institutional control ordinances.
- b) In the event that the terms of this Covenant conflict with the local institutional control ordinances, the stricter provision shall apply to the Property, subject to written approval by UDEQ and concurrence by EPA.

9. **Protection of the Integrity of Remedial Actions.** Use of the Property shall not in any way interfere with the operation and/or maintenance of the Response Action Structures. The Response Action Structure may include, but is not limited to any equipment or infrastructure constructed as part of the Remedial Action. It may also include any rock or soil material, or structure that prevents contact with contaminated materials in the ground or at the surface. The location of the Response Action Structures are depicted and described in a survey in Attachment A. "As-Built" drawings that show the specific features of the Response Action Structures subject to this Environmental Covenant are incorporated into EPA's Operation and Maintenance Manual, copies of which are available from either EPA or UDEQ.

10. **Access.** EPA, UDEQ and their designees shall have an irrevocable, permanent, and continuing right of access at all reasonable times to the Property for purposes of:

- a) Facilitating implementation of EPA's Remedial Actions as set out in the above-mentioned ROD, including, but not limited to, construction, operation, maintenance, monitoring, and decommissioning of Response Action Structures. Response Action Structures shall mean such man-made terrain features or contours or structures that are identified in the survey in Attachment A. Such features or structures may include, but are not limited to, access control features, boulders, fencing, gates, roadways, retaining walls, drainages, sedimentation basins, capped mine waste piles, and ground water monitoring wells.
- b) Verifying any data or information submitted to EPA and UDEQ;
- c) Verifying that no action is being taken on the Property in violation of the terms of this Environmental Covenant, or of any federal, state or local laws, regulations or ordinances;
- d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e) Conducting periodic reviews of the Remedial Actions, including but not limited to, any review required by applicable statutes and/or regulations; and
- f) Implementing additional or new response actions if EPA or UDEQ, in their sole discretion, determine that: (i) such actions are necessary to protect human health or the environment because either the original Remedial Actions have proven to be ineffective or because new technology has been developed that will accomplish the purposes of the Remedial Actions in a significantly more efficient or cost effective manner; and, (ii) the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.
- g) Verifying that this Environmental Covenant is being maintained and that the Owner and Transferees are complying with this Environmental Covenant.
- h) Implementing or enforcing this Environmental Covenant.

11. **Covenant Running with the Land.** As provided for in the Utah Environmental Covenants Act and Utah Code Ann. Section 57-25-109, this Environmental Covenant shall be maintained in perpetuity and shall run with the land and be binding on Transferees and all successors in interest of the Owner, unless or until they are modified or terminated as provided for in the Utah Environmental Covenant Act and Utah Code Ann. Section 57-25-110, or as otherwise provided for in this Environmental Covenant.

12. **Modification or Termination.** This Environmental Covenant can be modified or terminated as provided for in the Utah Environmental Covenants Act and Utah Code Ann. Section 57-25-110. GCL Eureka Properties LLC waives the right to consent to amendment and termination and also consents to the recording of any instrument related thereto if GCL Eureka Properties LLC is not the current Owner at the time of the amendment or termination.

13. **Notice.** Any document or communication required by this Environmental Covenant shall be submitted to the parties at the addresses provided below unless a party provides written notice of its new address to the other parties.

To EPA at:

Remedial Project Manager - Eureka Mills Site  
U.S. Environmental Protection Agency, Region 8  
1595 Wynkoop Street  
Denver Colorado 80202-1129

To UDEQ at:

Project Manager, Eureka Mills Site  
Division of Environmental Response and Remediation  
Department of Environmental Quality  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

To Managers of GCL Eureka Properties LLC at:

1070 East 500 South  
Pleasant Grove, Utah 84062

14. **Enforcement.** This Environmental Covenant may be enforced and/or protected as provided in the Utah Environmental Covenants Act and Utah Code Ann.

Section 57-25-111. Enforcement of the terms of this instrument by UDEQ and EPA shall be at the discretion of UDEQ and EPA, and any forbearance, delay or omission to exercise those agencies' rights under this instrument shall not be deemed to be a waiver by UDEQ or EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of UDEQ or EPA under this instrument.

15. **Notice Upon Conveyance.** Instruments that convey any interest in the Property (fee, leasehold, easement, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this Environmental Covenant and identify the date, entry no. book and page number at which this document is recorded in the records of the Juab County Recorder, in the State of Utah.

16. **Recordation and Distribution of Environmental Covenant.** Within *thirty (30)* days after the date of the final required signature upon this Environmental Covenant, the Owner shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Juab County Recorder's Office. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the UDEQ and the EPA at the addresses provided above.

17. **Governmental Immunity.** In executing this covenant, neither the UDEQ nor EPA waives governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah, EPA, their agencies, successors, departments, agents, and employees from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-109 and 57-25-110 or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 *et seq.* or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Utah Code Ann. Sections 63G-7-202 and -902, as determined in a court of law.

18. **Payment of UDEQ's Costs.** Any Owner shall reimburse UDEQ for technical reviews, inspections and other actions performed by UDEQ pursuant to the enforcement of this Environmental Covenant or performed at the request of the Owner.

19. **Reservations of Rights.** Nothing in this Environmental Covenant shall restrict the EPA or UDEQ from exercising any authority under applicable law.

20. **Compliance Reporting**. Upon request, Owner shall submit written documentation to UDEQ and EPA to demonstrate compliance with the property use restrictions in Paragraphs 7, 8 and 9. Owner shall be required to inform EPA and UDEQ of any change in Owner's contact information.

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.



United States Environmental Protection Agency

Matthew Cohn  
Matthew Cohn, Supervisory Attorney  
Legal Enforcement Program

3/16/11  
Date

Kelcey Land  
Kelcey Land, Director  
Technical Enforcement Program

3/16/11  
Date

State of Colorado )  
                          )     ss:  
County of Denver )

Before me, a notary public, in and for said county and state, personally appeared Matthew Cohn and Kelcey Land, Directors respectively of Legal Enforcement and Technical Enforcement at the United States Environmental Protection Agency, who acknowledged to me that they executed the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal  
this 16 day of March, 2011.

[Signature]  
Notary Public

COMMISSION EXPIRES  
09/30/2011

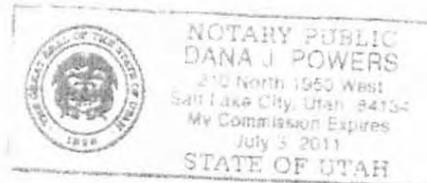
UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

Brent H. Everett  
Brent H. Everett, Director  
Division of Environmental Response  
and Remediation,

22 February 2011  
Date

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SALT LAKE    )



Before me, a notary public, in and for said county and state, personally appeared Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this 22 day of February 2011.

Dana J. Powers  
NOTARY PUBLIC

**CERTIFICATE OF SURVEY:**  
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as shown to me by the person or persons who claim to be the owner of the land described in the foregoing plat.



**NARRATIVE:**  
 This survey was made for the purpose of showing the location of the center line of the proposed road, the location of the center line of the proposed canal, and the location of the center line of the proposed ditch, and for showing the location of the center line of the proposed road, the location of the center line of the proposed canal, and the location of the center line of the proposed ditch, and for showing the location of the center line of the proposed road, the location of the center line of the proposed canal, and the location of the center line of the proposed ditch.

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as shown to me by the person or persons who claim to be the owner of the land described in the foregoing plat.

BEING THE CENTER LINE OF THE PROPOSED ROAD, THE CENTER LINE OF THE PROPOSED CANAL, AND THE CENTER LINE OF THE PROPOSED DITCH, AND FOR SHOWING THE LOCATION OF THE CENTER LINE OF THE PROPOSED ROAD, THE LOCATION OF THE CENTER LINE OF THE PROPOSED CANAL, AND THE LOCATION OF THE CENTER LINE OF THE PROPOSED DITCH.



**GRAPHIC SCALE**  
 1 INCH = 40 FEET



**SHEET 1 OF 3**

NO.	DATE	DESCRIPTION
1	12/15/10	FIELD NOTES
2	12/15/10	FIELD NOTES
3	12/15/10	FIELD NOTES
4	12/15/10	FIELD NOTES
5	12/15/10	FIELD NOTES
6	12/15/10	FIELD NOTES
7	12/15/10	FIELD NOTES
8	12/15/10	FIELD NOTES
9	12/15/10	FIELD NOTES
10	12/15/10	FIELD NOTES

**SHAW ENVIRONMENTAL**  
 A BOUNDARY SURVEY FOR  
 EAGLE BLUE HILL MINE, SHOWFLAKE MINE, CHIEF MINE NO. 1,  
 BURRILL HILL WASTE ROCK, AND THE OPEN CELL DESCRIPTION  
 FOR THE CITY OF UTAH COUNTY, UTAH  
 DATE: DECEMBER 30, 2010 JOB NO. 01224  
 PREPARED BY: MILLER ASSOCIATES, INC.  
 1315 WEST CANYON AVENUE, SUITE 202, COOK COUNTY, ILL. 60004

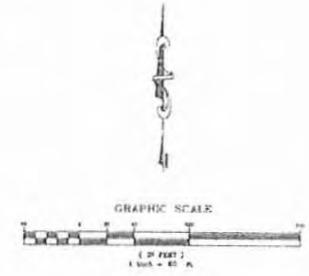


**DESCRIPTION OF THE CENTER LINE OF THE PROPOSED ROAD, THE CENTER LINE OF THE PROPOSED CANAL, AND THE CENTER LINE OF THE PROPOSED DITCH:**  
 The center line of the proposed road is shown by a solid line, the center line of the proposed canal is shown by a dashed line, and the center line of the proposed ditch is shown by a dotted line. The center line of the proposed road is shown by a solid line, the center line of the proposed canal is shown by a dashed line, and the center line of the proposed ditch is shown by a dotted line. The center line of the proposed road is shown by a solid line, the center line of the proposed canal is shown by a dashed line, and the center line of the proposed ditch is shown by a dotted line.

**DESCRIPTION OF THE CENTER LINE OF THE PROPOSED ROAD, THE CENTER LINE OF THE PROPOSED CANAL, AND THE CENTER LINE OF THE PROPOSED DITCH:**  
 The center line of the proposed road is shown by a solid line, the center line of the proposed canal is shown by a dashed line, and the center line of the proposed ditch is shown by a dotted line. The center line of the proposed road is shown by a solid line, the center line of the proposed canal is shown by a dashed line, and the center line of the proposed ditch is shown by a dotted line. The center line of the proposed road is shown by a solid line, the center line of the proposed canal is shown by a dashed line, and the center line of the proposed ditch is shown by a dotted line.



600  
6457.2A



SHEET 2 OF 3

NO.	DATE	BY	REVISION
REVISIONS			

A 30'-NEAR SURVEY FOR  
**SHAW ENVIRONMENTAL**  
 SECTION 13, TOWNSHIP 10 SOUTH, RANGE 2 WEST, S1, 6, 8, 9, 10  
 AND SECTION 16, TOWNSHIP 10 SOUTH, RANGE 2 WEST, S1, 6, 8, 9, 10  
**CHIEF MILL NO. 1 DESCRIPTION**  
 EUREKA CITY, UTAH COUNTY, UTAH

DATE: DECEMBER 30, 2010      JOB NO. 01224

PREPARED BY: **MILLER ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS      PHONE 801-875-1063 FAX 875-1061  
 3033 WEST CALIFORNIA AVENUE, SUITE 202      SALT LAKE CITY, UTAH 84104





**MILLER ASSOCIATES, INC.**

*Professional Land Surveyors and Engineers*  
3225 W. California Ave. Suite 202  
Salt Lake City, UT 84104

Phone: 801-975-1083  
Fax: 801-975-1081  
www.millerassoc.net

**EAGLE BLUE BELL MINE, SNOWFLAKE MINE, CHIEF MINE NO. 1, EUREKA HILL WASTE ROCK, AND THE OPEN CELL DESCRIPTION:**

A PART OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND SECTION 13, TOWNSHIP 10 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, JUAB COUNTY, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES 919.99 FEET NORTH 89°22'51" EAST ALONG SECTION LINE AND 89.12 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING

THENCE SOUTH 19°48'53" WEST 63.55 FEET;  
THENCE SOUTH 47°52'50" WEST 36.10 FEET;  
THENCE SOUTH 28°46'46" EAST 39.82 FEET;  
THENCE NORTH 85°55'15" EAST 6.48 FEET;  
THENCE SOUTH 42°23'59" EAST 35.60 FEET;  
THENCE SOUTH 18°51'12" EAST 58.61 FEET;  
THENCE SOUTH 08°51'52" EAST 65.54 FEET;  
THENCE SOUTH 10°27'40" WEST 26.22 FEET;  
THENCE SOUTH 62°09'23" WEST 16.07 FEET;  
THENCE SOUTH 06°03'17" EAST 182.35 FEET;  
THENCE SOUTH 07°04'34" EAST 27.54 FEET;  
THENCE SOUTH 09°34'49" WEST 16.00 FEET;  
THENCE SOUTH 29°18'05" WEST 48.72 FEET;  
THENCE SOUTH 46°55'02" WEST 24.83 FEET;  
THENCE SOUTH 23°49'12" EAST 31.45 FEET;  
THENCE SOUTH 59°16'38" WEST 38.35 FEET;  
THENCE NORTH 23°54'19" WEST 38.56 FEET;  
THENCE NORTH 69°27'35" WEST 15.64 FEET;  
THENCE NORTH 85°14'11" WEST 7.87 FEET;  
THENCE SOUTH 24°26'48" WEST 28.12 FEET;  
THENCE NORTH 67°32'48" WEST 19.22 FEET;  
THENCE SOUTH 23°13'06" WEST 5.67 FEET;  
THENCE NORTH 66°16'56" WEST 28.67 FEET;  
THENCE NORTH 20°34'51" EAST 9.53 FEET;  
THENCE NORTH 66°14'20" WEST 117.56 FEET;  
THENCE NORTH 47°57'24" WEST 18.30 FEET;  
THENCE NORTH 02°48'07" WEST 7.18 FEET;  
THENCE SOUTH 85°23'52" WEST 41.24 FEET;  
THENCE NORTH 04°38'13" WEST 36.88 FEET;  
THENCE SOUTH 71°03'12" WEST 90.69 FEET;  
THENCE SOUTH 88°50'15" WEST 16.47 FEET;  
THENCE SOUTH 60°14'19" WEST 53.42 FEET;  
THENCE NORTH 45°01'35" WEST 19.00 FEET;

THENCE NORTH 06°43'11" EAST 22.98 FEET;  
THENCE NORTH 38°18'04" WEST 85.67 FEET;  
THENCE NORTH 68°48'19" WEST 32.82 FEET;  
THENCE NORTH 01°22'41" EAST 56.08 FEET;  
THENCE NORTH 75°40'07" EAST 29.83 FEET;  
THENCE NORTH 04°25'36" EAST 30.69 FEET;  
THENCE NORTH 30°29'20" EAST 76.61 FEET;  
THENCE NORTH 19°55'12" EAST 79.60 FEET;  
THENCE NORTH 08°26'03" WEST 12.69 FEET;  
THENCE NORTH 12°19'25" EAST 37.50 FEET;  
THENCE NORTH 31°21'05" WEST 8.97 FEET;  
THENCE NORTH 62°12'58" WEST 10.36 FEET;  
THENCE SOUTH 26°03'35" WEST 15.94 FEET;  
THENCE NORTH 51°09'05" WEST 17.14 FEET;  
THENCE NORTH 07°39'46" WEST 20.11 FEET;  
THENCE NORTH 15°48'33" EAST 14.15 FEET;  
THENCE NORTH 10°57'25" WEST 21.21 FEET;  
THENCE NORTH 58°07'45" WEST 17.76 FEET;  
THENCE NORTH 08°56'17" WEST 24.23 FEET;  
THENCE NORTH 80°43'21" EAST 13.30 FEET;  
THENCE NORTH 19°15'32" WEST 110.77 FEET;  
THENCE NORTH 13°44'13" WEST 62.24 FEET;  
THENCE NORTH 04°00'26" EAST 34.18 FEET;  
THENCE NORTH 22°34'44" EAST 75.23 FEET;  
THENCE NORTH 23°25'40" EAST 41.49 FEET;  
THENCE NORTH 49°45'05" EAST 18.45 FEET;  
THENCE NORTH 37°49'37" WEST 99.61 FEET;  
THENCE NORTH 42°18'48" WEST 72.41 FEET;  
THENCE NORTH 42°01'08" WEST 38.56 FEET;  
THENCE NORTH 54°46'03" WEST 33.89 FEET;  
THENCE SOUTH 55°20'07" WEST 99.86 FEET;  
THENCE SOUTH 48°28'46" WEST 69.85 FEET;  
THENCE SOUTH 06°02'46" WEST 18.80 FEET;  
THENCE SOUTH 34°59'21" WEST 20.83 FEET;  
THENCE SOUTH 66°12'02" WEST 31.86 FEET;  
THENCE SOUTH 78°21'41" WEST 22.52 FEET;  
THENCE NORTH 23°46'02" WEST 25.83 FEET;  
THENCE SOUTH 59°14'48" WEST 81.71 FEET;  
THENCE SOUTH 77°38'42" WEST 8.17 FEET, MORE OR LESS, TO THE WEST LINE OF  
SAID SECTION 18 AT A POINT WHICH LIES 371.74 FEET NORTH 01°15'36" EAST FROM  
THE SOUTHWEST CORNER OF SAID SECTION 18;  
THENCE SOUTH 77°38'42" WEST 21.86 FEET;  
THENCE NORTH 46°52'48" WEST 8.30 FEET;  
THENCE NORTH 13°26'13" WEST 54.09 FEET;  
THENCE NORTH 11°59'08" EAST 29.71 FEET;  
THENCE NORTH 42°11'50" EAST 33.84 FEET;  
THENCE NORTH 33°16'03" WEST 17.21 FEET;  
THENCE NORTH 11°49'44" WEST 22.99 FEET;  
THENCE NORTH 24°02'20" EAST 101.88 FEET;  
THENCE NORTH 22°38'27" WEST 13.84 FEET;  
THENCE NORTH 37°06'17" WEST 34.41 FEET;  
THENCE NORTH 46°29'04" WEST 21.02 FEET;  
THENCE NORTH 72°13'27" WEST 31.82 FEET;  
THENCE NORTH 73°18'47" WEST 23.84 FEET;  
THENCE NORTH 84°46'33" WEST 31.34 FEET;

THENCE SOUTH 86°42'39" WEST 36.41 FEET;  
THENCE SOUTH 88°41'46" WEST 33.32 FEET;  
THENCE SOUTH 35°13'17" WEST 58.18 FEET;  
THENCE SOUTH 36°50'43" WEST 53.18 FEET;  
THENCE SOUTH 37°24'33" WEST 77.77 FEET;  
THENCE SOUTH 14°09'29" WEST 35.61 FEET;  
THENCE SOUTH 52°02'36" WEST 46.93 FEET;  
THENCE SOUTH 55°43'13" WEST 16.05 FEET;  
THENCE SOUTH 68°49'15" WEST 15.81 FEET;  
THENCE SOUTH 74°01'40" WEST 15.96 FEET;  
THENCE SOUTH 77°15'38" WEST 15.84 FEET;  
THENCE SOUTH 72°52'12" WEST 31.01 FEET;  
THENCE SOUTH 63°49'06" WEST 15.88 FEET;  
THENCE SOUTH 75°00'57" WEST 15.18 FEET;  
THENCE SOUTH 77°16'36" WEST 31.77 FEET;  
THENCE SOUTH 77°38'23" WEST 32.07 FEET;  
THENCE SOUTH 81°44'42" WEST 15.94 FEET;  
THENCE SOUTH 80°09'17" WEST 14.94 FEET;  
THENCE SOUTH 70°36'38" WEST 16.50 FEET;  
THENCE SOUTH 59°27'19" WEST 61.88 FEET;  
THENCE SOUTH 56°14'03" WEST 31.99 FEET;  
THENCE SOUTH 31°33'25" WEST 13.90 FEET;  
THENCE SOUTH 39°36'59" WEST 32.99 FEET;  
THENCE SOUTH 61°54'00" WEST 16.43 FEET;  
THENCE SOUTH 61°12'41" WEST 47.55 FEET;  
THENCE SOUTH 78°42'52" WEST 16.46 FEET;  
THENCE SOUTH 86°34'20" WEST 46.97 FEET;  
THENCE SOUTH 38°42'07" WEST 5.25 FEET;  
THENCE SOUTH 78°35'52" WEST 30.64 FEET;  
THENCE NORTH 73°37'49" WEST 33.67 FEET;  
THENCE NORTH 63°50'17" WEST 26.91 FEET;  
THENCE NORTH 53°46'13" WEST 20.50 FEET;  
THENCE NORTH 37°29'32" WEST 45.67 FEET;  
THENCE NORTH 25°08'29" WEST 36.02 FEET;  
THENCE NORTH 22°44'14" WEST 32.30 FEET;  
THENCE NORTH 25°12'56" WEST 36.08 FEET;  
THENCE NORTH 49°05'08" WEST 12.62 FEET;  
THENCE SOUTH 62°53'44" WEST 6.71 FEET;  
THENCE SOUTH 84°39'34" WEST 4.07 FEET;  
THENCE NORTH 59°03'24" WEST 5.90 FEET;  
THENCE SOUTH 50°59'37" WEST 38.78 FEET;  
THENCE SOUTH 61°37'15" WEST 62.05 FEET;  
THENCE SOUTH 71°56'05" WEST 44.91 FEET;  
THENCE NORTH 84°58'37" WEST 38.84 FEET;  
THENCE NORTH 17°44'42" WEST 26.69 FEET;  
THENCE NORTH 85°27'23" WEST 38.30 FEET;  
THENCE NORTH 82°29'52" WEST 17.18 FEET;  
THENCE NORTH 80°42'01" WEST 41.26 FEET;  
THENCE SOUTH 74°17'06" WEST 19.24 FEET;  
THENCE SOUTH 32°32'00" WEST 19.78 FEET;  
THENCE SOUTH 13°54'23" WEST 20.74 FEET;  
THENCE SOUTH 12°14'01" WEST 56.89 FEET;  
THENCE SOUTH 01°17'08" EAST 9.34 FEET;  
THENCE SOUTH 63°56'19" WEST 28.24 FEET;  
THENCE NORTH 79°00'15" WEST 26.13 FEET;

THENCE NORTH 73°13'40" WEST 49.54 FEET;  
THENCE SOUTH 57°24'28" WEST 142.59 FEET;  
THENCE SOUTH 67°54'50" WEST 20.58 FEET;  
THENCE NORTH 59°17'26" WEST 12.83 FEET;  
THENCE NORTH 26°13'43" WEST 46.57 FEET;  
THENCE NORTH 79°59'43" WEST 10.29 FEET;  
THENCE NORTH 45°01'29" WEST 11.79 FEET;  
THENCE SOUTH 59°23'08" WEST 9.35 FEET;  
THENCE SOUTH 21°49'22" WEST 20.84 FEET;  
THENCE NORTH 66°36'42" WEST 21.75 FEET;  
THENCE NORTH 23°49'10" WEST 78.71 FEET;  
THENCE NORTH 49°28'38" WEST 30.19 FEET;  
THENCE NORTH 85°38'20" WEST 36.30 FEET;  
THENCE NORTH 16°28'14" WEST 40.27 FEET;  
THENCE NORTH 55°52'13" EAST 25.67 FEET;  
THENCE NORTH 34°19'11" WEST 13.93 FEET;  
THENCE NORTH 16°47'31" EAST 39.46 FEET;  
THENCE NORTH 44°04'40" EAST 36.51 FEET;  
THENCE NORTH 23°41'07" WEST 16.83 FEET;  
THENCE NORTH 09°13'24" EAST 16.34 FEET;  
THENCE NORTH 30°47'31" EAST 21.31 FEET;  
THENCE NORTH 67°07'25" EAST 38.39 FEET;  
THENCE NORTH 33°16'19" EAST 77.15 FEET;  
THENCE NORTH 44°26'52" EAST 60.43 FEET;  
THENCE NORTH 28°53'02" EAST 23.52 FEET;  
THENCE NORTH 14°40'54" EAST 66.50 FEET;  
THENCE NORTH 21°41'34" EAST 63.37 FEET;  
THENCE NORTH 59°16'49" WEST 129.99 FEET, MORE OR LESS, TO THE SOUTHERLY  
RIGHT-OF-WAY LINE OF HIGHWAY 6;  
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A 487.52 FOOT RADIUS  
NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 237.15 FEET, (CHORD BEARS  
NORTH 30°21'49" EAST 234.82 FEET); THENCE CONTINUING ALONG SAID SOUTHERLY  
RIGHT-OF-WAY LINE NORTH 15°56'26" EAST 19.78 FEET;  
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 75°28'06" EAST 55.69  
FEET;  
THENCE NORTH 70°47'30" EAST 18.94 FEET;  
THENCE NORTH 86°46'34" EAST 68.89 FEET;  
THENCE SOUTH 23°46'58" EAST 20.29 FEET;  
THENCE SOUTH 54°21'22" WEST 6.66 FEET;  
THENCE SOUTH 87°11'25" WEST 57.19 FEET;  
THENCE SOUTH 06°29'39" WEST 6.14 FEET;  
THENCE SOUTH 61°01'00" EAST 68.52 FEET;  
THENCE SOUTH 39°42'10" EAST 15.85 FEET;  
THENCE SOUTH 65°23'08" EAST 34.93 FEET;  
THENCE SOUTH 78°52'19" EAST 30.29 FEET;  
THENCE NORTH 83°50'16" EAST 56.49 FEET;  
THENCE SOUTH 88°03'21" EAST 40.10 FEET;  
THENCE NORTH 84°31'01" EAST 32.08 FEET;  
THENCE NORTH 88°58'55" EAST 18.04 FEET;  
THENCE SOUTH 85°54'47" EAST 15.49 FEET;  
THENCE NORTH 80°55'51" EAST 35.74 FEET;  
THENCE NORTH 55°57'55" EAST 19.11 FEET;  
THENCE NORTH 49°34'16" EAST 22.95 FEET;  
THENCE NORTH 39°55'49" EAST 18.28 FEET;  
THENCE NORTH 31°05'22" EAST 8.88 FEET;

THENCE NORTH 63°13'08" WEST 33.06 FEET;  
THENCE NORTH 49°12'35" WEST 6.25 FEET;  
THENCE NORTH 24°25'43" EAST 26.64 FEET;  
THENCE SOUTH 89°59'46" EAST 15.27 FEET, MORE OR LESS, TO THE WEST LINE OF  
TRACT 'E', BLOCK 5, PLAT "E" EUREKA CITY SURVEY;  
THENCE ALONG SAID WEST LINE OF TRACT 'E' AND EXTENDING BEYOND THE SOUTH  
CORNER OF SAID OF TRACT 'E', SOUTH 32°00'46" EAST 23.87 FEET;  
THENCE NORTH 80°14'50" EAST 47.30 FEET;  
THENCE NORTH 38°05'38" EAST 50.11 FEET;  
THENCE NORTH 36°43'37" EAST 30.66 FEET;  
THENCE NORTH 28°57'54" EAST 72.98 FEET;  
THENCE NORTH 25°24'08" EAST 109.82 FEET;  
THENCE SOUTH 70°55'09" EAST 111.24 FEET;  
THENCE NORTH 50°46'25" EAST 56.19 FEET;  
THENCE NORTH 56°22'06" EAST 79.27 FEET;  
THENCE NORTH 27°29'03" EAST 44.80 FEET;  
THENCE NORTH 29°30'18" WEST 11.22 FEET;  
THENCE NORTH 56°03'06" EAST 33.13 FEET;  
THENCE SOUTH 33°05'33" EAST 3.98 FEET;  
THENCE NORTH 59°29'03" EAST 32.27 FEET;  
THENCE SOUTH 43°38'43" EAST 5.76 FEET, MORE OR LESS, TO THE WEST LINE OF LOT  
10, BLOCK 5, PLAT "A" EUREKA CITY SURVEY;  
THENCE ALONG SAID WEST LINE OF LOT 10, SOUTH 05°06'32" EAST 37.41 FEET, MORE  
OR LESS, TO THE SOUTH CORNER OF SAID LOT 10, SAID POINT ALSO BEING THE  
SOUTHWEST CORNER OF LOT 24, BLOCK 5, PLAT "A" EUREKA CITY SURVEY,;  
THENCE ALONG THE SOUTH LINE OF SAID LOT 24, NORTH 74°36'28" EAST 26.65 FEET,  
TO THE SOUTHEAST CORNER OF SAID LOT 24;  
THENCE ALONG THE EAST LINE OF SAID LOT 24, SOUTH 41°17'07" EAST 4.15 FEET,  
MORE OR LESS TO A FENCE LINE;  
THENCE, LEAVING SAID EAST LINE NORTH 39°15'50" EAST 57.10 FEET;  
THENCE NORTH 46°22'32" EAST 30.24 FEET;  
THENCE NORTH 60°08'07" EAST 45.97 FEET;  
THENCE NORTH 64°03'31" EAST 109.54 FEET;  
THENCE NORTH 83°32'26" EAST 20.95 FEET;  
THENCE SOUTH 78°57'26" EAST 84.65 FEET;  
THENCE SOUTH 87°35'19" EAST 26.40 FEET;  
THENCE NORTH 86°17'10" EAST 97.52 FEET;  
THENCE NORTH 85°53'03" EAST 109.60 FEET;  
THENCE NORTH 79°16'53" EAST 22.71 FEET, MORE OR LESS, TO THE WEST LINE OF  
SAID SECTION 18 AT A POINT WHICH LIES 1536.66 FEET NORTH 01°15'36" EAST FROM  
THE SOUTHWEST CORNER OF SAID SECTION 18;  
THENCE NORTH 79°16'53" EAST 9.10 FEET;  
THENCE NORTH 67°51'34" EAST 131.39 FEET;  
THENCE NORTH 81°59'18" EAST 31.23 FEET;  
THENCE NORTH 85°50'30" EAST 61.15 FEET, MORE OR LESS, TO THE EAST LINE OF  
LOT 9, BLOCK 6, PLAT "A" EUREKA CITY SURVEY;  
THENCE ALONG SAID EAST LINE OF LOT 9, SOUTH 45°59'54" EAST 4.84 FEET, MORE OR  
LESS, TO THE NORTHWEST CORNER OF LOT 10, BLOCK 6, PLAT "A" EUREKA CITY  
SURVEY;  
THENCE ALONG THE NORTH LINE OF SAID LOT 10, NORTH 56°32'06" EAST 85.05 FEET;  
THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 10, NORTH 58°19'06" EAST  
31.42 FEET;  
THENCE LEAVING SAID NORTH LINE OF LOT 10, NORTH 71°16'55" EAST 15.37 FEET;  
THENCE NORTH 73°21'47" EAST 16.42 FEET;  
THENCE NORTH 77°15'15" EAST 14.19 FEET;

THENCE SOUTH 89°54'01" EAST 47.76 FEET;  
THENCE NORTH 38°47'21" EAST 47.21 FEET;  
THENCE NORTH 38°44'16" EAST 60.68 FEET;  
THENCE SOUTH 86°38'53" EAST 26.38 FEET;  
THENCE SOUTH 86°47'45" EAST 44.28 FEET;  
THENCE SOUTH 25°54'54" EAST 364.13 FEET;  
THENCE SOUTH 07°53'09" WEST 175.30 FEET;  
THENCE SOUTH 11°08'50" EAST 44.85 FEET;  
THENCE SOUTH 09°11'45" EAST 75.17 FEET;  
THENCE SOUTH 60°00'12" EAST 3.38 FEET;  
THENCE NORTH 32°15'37" EAST 10.03 FEET;  
THENCE SOUTH 66°53'53" EAST 7.42 FEET;  
THENCE SOUTH 54°21'51" EAST 12.02 FEET;  
THENCE SOUTH 18°35'03" EAST 12.33 FEET;  
THENCE SOUTH 09°35'02" EAST 26.64 FEET;  
THENCE SOUTH 04°35'39" EAST 29.84 FEET;  
THENCE SOUTH 25°33'03" WEST 8.92 FEET;  
THENCE SOUTH 05°55'44" EAST 43.17 FEET;  
THENCE SOUTH 10°41'28" EAST 42.97 FEET;  
THENCE SOUTH 06°14'17" EAST 19.11 FEET;  
THENCE SOUTH 04°41'25" EAST 63.14 FEET;  
THENCE SOUTH 10°37'31" EAST 54.75 FEET;  
THENCE SOUTH 09°21'02" EAST 79.35 FEET;  
THENCE SOUTH 09°18'36" EAST 51.49 FEET;  
THENCE SOUTH 06°17'26" EAST 72.59 FEET;  
THENCE SOUTH 04°38'03" WEST 97.50 FEET;  
THENCE SOUTH 13°44'15" EAST 15.94 FEET;  
THENCE SOUTH 70°16'03" EAST 7.20 FEET;  
THENCE SOUTH 09°20'31" EAST 14.05 FEET;  
THENCE SOUTH 00°37'08" WEST 53.59 FEET;  
THENCE SOUTH 82°05'06" WEST 24.30 FEET;  
THENCE SOUTH 01°32'22" EAST 46.40 FEET;  
THENCE SOUTH 01°58'10" WEST 41.38 FEET;  
THENCE SOUTH 07°17'57" EAST 16.58 FEET;  
THENCE SOUTH 75°23'40" WEST 7.91 FEET;  
THENCE SOUTH 00°12'43" EAST 30.10 FEET;  
THENCE SOUTH 09°51'59" WEST 18.97 FEET;  
THENCE SOUTH 42°15'42" EAST 13.73 FEET;  
THENCE SOUTH 33°55'03" EAST 108.10 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING.

CONTAINS: 2,738,386.03 SQ. FT., OR 62.865 ACRES, MORE OR LESS, AS DESCRIBED.