

**LAND CONVEYANCE, MUTUAL RELEASE AND
INDEMNIFICATION AGREEMENT**

THIS LAND CONVEYANCE, MUTUAL RELEASE AND INDEMNIFICATION AGREEMENT (hereinafter "Agreement") is made and entered into this 12th day of March, 200~~2~~³ by and between Brigham Young University, a Utah nonprofit corporation and educational institution (hereinafter "BYU"), the Provo City Redevelopment Agency and the City of Provo, Utah (hereinafter collectively referred to as the "Agency").

RECITALS

- A. The Agency has acquired certain real property located in Provo, Utah County, State of Utah, as more particularly described on Exhibit "A" attached hereto (the "Property"), which is incorporated by reference into this Agreement.
- B. Title to a portion of the Property (Parcels 2 and 4), described in attached Exhibit "B" and "C" respectively, is clouded by the claims of the Union Pacific Railroad as successor in interest to the Los Angeles and Salt Lake Railroad.
- C. BYU conveyed by warranty deed in 1985 a fee simple interest in Parcels 2 and 4 to a predecessor in interest of the Agency.
- D. The Agency has not yet been successful in negotiating a settlement with Union Pacific Railroad regarding its claims on Parcels 2 and 4.
- E. The Agency has entered into an agreement with the U.S. Steel Group for environmental remediation of the Property and has qualified the Property as a "brownfield property" certified by the Utah Department of Environmental Quality to allow for the Property to be developed pursuant to less stringent environmental standards than would otherwise be the case under applicable law.
- F. In order to develop the Property fully and/or to avoid or cure title issues concerning the property, the Agency wishes to acquire from BYU its interests, if any, in a certain parcel of property as more particularly describe in attached Exhibit "D" (the "Galaxy property"), which is incorporated by reference herein.
- G. The parties have agreed that in exchange for BYU executing and delivering the quit claim deeds attached hereto as Exhibits "A" and "D", the Agency will release and indemnify BYU from any claims arising out of the title

dispute related to Parcels 2 and 4 (Exhibits "B" and "C") and will further provide BYU with a release and limited indemnity with regard to environmental claims concerning the Property.

H. Also, attached to this Agreement as Exhibit "E" is a map of the property with the parcels as described in Exhibits "A" through "D", identified therein.

I. Exhibits "A" through "E" are incorporated by reference into this Agreement and by reference made a part thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Quit Claim Deeds and Assignments. The University shall execute and deliver to the Agency the quit claim deeds attached hereto as Exhibits "A" and "D". Further, BYU hereby assigns and the Agency accepts all of BYU's claims and/or rights and interest, if any, against any predecessors in interest in the land and in any policies of title insurance warranting or insuring title to Parcels 2 and 4, Exhibits "B" and "C".

Section 2. Release and Indemnification of BYU with Respect to Parcels 2 and 4. The Agency forever releases and discharges BYU from any and all obligations associated with clearing the clouded title to Parcels 2 and 4. The Agency shall not make BYU a party to any negotiation or litigation relating to clearing the title to Parcels 2 and 4. Further, the Agency shall indemnify and hold harmless BYU and its trustees, officers and employees and its respective successors and assigns from any and all claims, demands, benefits, causes of action, including quiet title actions, whether past or future, and any other damages, costs, loss of service, expenses or compensation, including reasonable attorneys fees, arising out of or in any way related to clearing title or the issues of title with respect to Parcels 2 and 4.

Section 3. Acceptance of Condition of Property Without Warranty. Agency represents that it is thoroughly knowledgeable concerning the history and condition of the properties described in Exhibits "A" and "D" (collectively referred to as the "BYU Properties") to be conveyed by BYU to Agency simultaneously with the execution of this Agreement by the parties hereto, and, except as otherwise expressly provided for in this Agreement, agrees that BYU makes no representation or warranty, express or implied, with regard to the BYU Properties, the Environmental Condition of the BYU Properties, the operations of the BYU Properties, or the physical condition, fitness for a particular purpose or

merchantability of the BYU Properties and shall accept the BYU Properties “as is” as of the effective date of the quit claim deeds, Exhibits “A” and “D”.

Section 4. Environmental Release and Indemnification.

- A. Agency shall release and hold BYU harmless and indemnify, defend and protect BYU, its trustees, officers and employees and their respective successors and assigns, from any and all losses, costs, liabilities, claims, obligations, fines, penalties, actions, suits, proceedings, judgments, damages and/or expenses (including, without limitation, reasonable attorneys’ , contractors’ and consultants’ fees) incurred by or asserted against BYU at any time in the future in connection with
1. Any remediation of an Environmental Condition on the BYU Properties, or
 2. Any claims, including claims asserted by governmental bodies or agencies, relating to the BYU Properties and arising out of an Environmental Condition connected with the BYU Properties, or
 3. Any claims for injury to, illness or death to any person or damage to property arising from an Environmental Condition related to the BYU Properties
- B. Notwithstanding the foregoing, Agency’s promise of release and indemnification shall not apply to the following circumstances:
1. To any obligation that Agency has with respect to BYU or the BYU Properties as described in Paragraph 8 of an Agreement Regarding Remediation of Ironton Property dated the 9th day of July, 1998 between U.S. Steel Group, a Unit of USX Corporation, the City of Provo, Utah, and the Provo Redevelopment Agency. A copy of this Agreement is attached hereto as Exhibit “F” and by reference incorporated into this Agreement; or
 2. To any liability to the extent required by law for any Environmental Condition related to the BYU Properties which was caused by BYU.
- C. *Definition of “Environmental Condition.”* For purposes of this section, “Environmental Condition” shall mean the presence on the BYU Properties of any “hazardous substance” as that term is defined in any federal, state, county, or municipal statute, ordinance,

regulation, rule, order, judgement, or decree, including, without limitation, (i) the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Air Act; the Water Pollution Control Act (The Clean Water Act); the Toxic Substances Control Act, the Safe Drinking Water Act; and the Insecticide, Fungicide and Rodenticide Act, as amended; and the state counterparts of those laws; and (ii) any material or substance which is now listed in the United States Department of Transportation Hazardous Materials Table (49 C.F. R. §172.101); and (iii) any contaminant, oil, petroleum product or by-product, radioactive material or by-product, any mining waste, toxic substances, hazardous waste, or other material, the removal of which is required or the existence or management of which is prohibited, penalized, or regulated by any federal, state, or local government agency, authority, or unit.

Section 5. Attorney Fees. The parties represent that they have been represented by legal counsel in negotiating this Agreement and each party shall be responsible for its individual attorneys fees and costs incurred in the process of negotiating this Agreement. In the event that any party acts in any matter inconsistent with its obligations hereunder, the costs and expenses incurred by the other party in enforcing its rights, including reasonable attorneys fees, shall be paid by the party that acted in a manner inconsistent with any of its obligations hereunder.

Section 6. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

Section 7. Survival. This Agreement shall bind in all respects and inure to the benefit of, all successors, heirs, assigns, transferees, and legal representatives of the parties.

Section 8. Authority. The undersigned representatives of the parties hereby specifically state that they have carefully read the foregoing Agreement, know its contents, and having express authority to do so, sign their names for and in behalf of their respective party, with the intention to legally bind the parties they represent.

Section 9. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties relating to the compromise and settlement of the subject matter contained therein, and this Agreement may be

modified only by written amendment signed by all the parties hereto or their successors in interest. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid provisions were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PROVO CITY REDEVELOPMENT AGENCY

By: *Paul Glover*
Its: *Director*

CITY OF PROVO

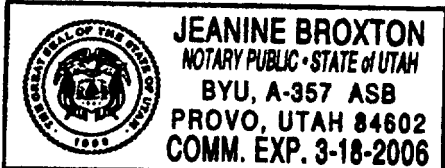
By: *Debra Jordan*
Its: *Chief Administrative Officer*

BRIGHAM YOUNG UNIVERSITY

By: *Brad Farnsworth* *MEW*
Its: *Administrative Vice President*

STATE OF UTAH, :
: ss.
County of Utah :

On the 9th day of July, A.D. 2002, personally appeared before me Brad W. Farnsworth who being by me duly subscribed and sworn did say, for himself, that he, the said Brad W. Farnsworth is the administrative vice president of Brigham Young University, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Brad W. Farnsworth duly acknowledged to me that said corporation executed the same.



Jeanine Broxton
Notary Public

My Commission Expires: 3-18-06 My residence is Provo UT

STATE OF UTAH, :
: ss.
County of Utah :

On the 12th day of March, A.D. 2002, personally appeared before me A. Paul Stoyan who being by me duly subscribed and sworn did say, for himself, that he, the said A. Paul Stoyan is the Director of the City of Provo, ^{Redevelopment Agency} and that the within and foregoing instrument was signed in his official capacity in behalf of said ^{Public Corporation} ~~municipality~~, said A. Paul Stoyan duly acknowledged to me that said ^{public corporation} ~~municipality~~ executed the same.

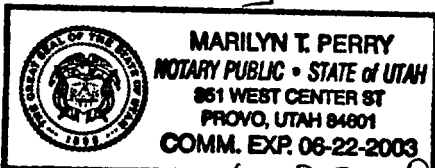


Cheryl L. Joyner
Notary Public

My Commission Expires: _____ My residence is _____

STATE OF UTAH, :
: ss.
County of Utah :

On the 12th day of March, A.D. 2002, personally appeared before me Robert Stokwell who being by me duly subscribed and sworn did say, for himself, that he, the said Robert Stokwell is the CEO of Provo City ^{Municipality} ~~Redevelopment Agency~~, and that the within and foregoing instrument was signed in his official capacity in behalf of said ^{Municipality} ~~public corporation~~ by authority of a ~~resolution of its board of directors~~ and said Robert Stokwell duly acknowledged to me that said ^{Municipality} ~~public corporation~~ executed the same.



Marilyn T. Perry
Notary Public
My residence is Provo, Utah

My Commission Expires: 6-22-03

QUIT-CLAIM DEED

Brigham Young University, a nonprofit corporation organized and existing under the laws of the State of Utah, Grantor(s)

with its principal business offices located in Provo, Utah County, State of Utah, hereby **Quit-Claims** to: **Provo City Redevelopment Agency**, Grantee(s)

of Provo, Utah County, State of Utah

For the sum of:

Ten Dollars and other good and valuable considerations

the following described track of land located in Sections 20,21,28, and 29, all in Township 7 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah described as follows:

COMMENCING at a point on the easterly right-of-way-line of the Denver & Rio Grande Western Railroad, said point being North 89°35'37" East 327.81 feet and South 2098.13 feet from the North Quarter Corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence along said easterly right-of-way line South 22°01'50" East 4,227.12 feet to a point on the northerly right-of-way line of Highway 75 Project No. F-001-6(6), said point being 120.00 feet perpendicularly distant northerly from the centerline of said Highway 75; thence along said northerly right-of-way line South 78°15'33" East 457.56 feet to a point 115.00 feet perpendicularly distant northerly from said centerline opposite engineer's station 98+11.27; thence along said northerly right-of-way line South 79°52'53" East 776.06 feet to a point 75.00 feet perpendicularly distant northerly from said centerline opposite engineer's station 106+00.00; thence along said northerly right-of-way line South 88°51'33" East 645.49 feet to a point 70.00 feet perpendicularly distant northerly from said centerline opposite engineer's station 112+50.00; thence along said northerly right-of-way line North 89°47'53" East 4.39 feet to an existing fence as described in a boundary line agreement recorded in Book 1926 at Page 174 of the Utah County records; thence along said fence and boundary line agreement North 00°20'00" West 459.16 feet to the south line of that property described in Book 1926 at Page 176 of said records; thence along said south line North 89°54'49" West 32.17 feet to the centerline of a flume carrying Spring Creek; thence along said centerline of flume and the westerly line of said property North 00°00'50" West 418.46 feet to the end of said flume; thence along said westerly line East 12.49 feet to the centerline of Spring Creek; thence along said centerline and westerly line North 00°43'39" West 680.62 feet; thence along said centerline and westerly line North 34°11'57" West 244.16 feet; thence along the north line of said property East 659.05 feet to a point on the westerly right-of-way line of Highway 89, Project No. F.A. 35-37; thence Northerly 303.81 feet along the arc of a 2,814.79 foot radius curve to the left having a central angle of 06°11'03" and a long chord of North 18°26'33" West 303.66 feet; thence continuing Northwesterly 643.25 feet along said 2,814.79 foot radius curve to the left through a central angle of 13°05'37" and a long chord of North 28°04'53" West 641.85 feet to a point 50.00 feet southwesterly from a 3x33 foot chord spiral to the left; thence along said westerly right-of-way line and spiral curve Northwesterly 98.13 feet (Long Chord bears North 35°17'23" West 98.13 feet from said point of spiral); thence along said westerly right-of-way line North 35°37'06" West 1,137.48 feet to the north line of the Southwest Quarter of Section 21 of

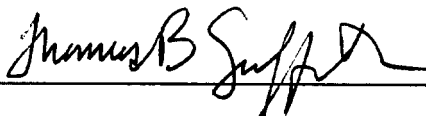
said Township and Range; thence along said north line South 89°36'14" West 235.24 feet to the centerline of an 8 rod wide prescriptive Utah County Road as established in 1871 and described in Book R7 at Page 3, Roadroute Survey Books, Series 5041, Utah State Archives; thence along said centerline North 28°10'00" West 124.22 feet; thence along said centerline North 23°45'00" West 251.56 feet; thence along said centerline North 16°36'00" West 429.83 feet; thence along said centerline North 32°52'00" West 917.38 feet; thence along said centerline North 38°24'00" West 282.63 feet to the southeast corner of that property described in Book 336 at Page 309 of said records; thence along the south line of said property South 54°22'54" West 46.07 feet; thence along the west line of said property North 35°56'48" West 98.13 feet; thence along said west line Northwesterly 310.55 feet along the arc of a 2,814.79 foot radius curve to the left having a central angle of 06°19'17" and a long chord of North 39°46'08" West 310.40 feet to the southeast corner of that property described in Book 2830 at Page 434 of said records; thence along the south line of said property South 64°30'38" West 576.11 feet to the boundary line of Billings Technology Park Plat "F"; thence South 32°59'22" East 116.57 feet; thence North 65° 35'50" East 109.01 feet; thence South 19°00'55" East 495.46 feet; thence South 20°00'00" East 200.19 feet; thence North 65°35'50" East 96.36 feet; thence South 20°00'00" East 196.63 feet; thence South 65°35'50" West 533.12 feet; thence South 74°12'08" West 56.00 feet; thence South 65°35'50" West 421.27 feet to the east line of the New Ironton Properties L.C. identified as Utah County tax serial number 23:001:0078; thence along said property the following three course and distances (1) South 24°24'10" East 387.02 feet; (2) South 67°58'10" West 360.19 feet; (3) North 22°01'50" West 599.31 feet; thence South 40°47'00" West 63.52 feet to the POINT OF BEGINNING.

The officers who sign this deed hereby certify that they are duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum to execute this deed and to make the transfer of property rights herein described.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 27th day of March, A.D. 2003.

Brigham Young University

Attest:



 Secretary

By



 Administrative Vice President

(CORPORATE SEAL)

STATE OF UTAH :
: ss.
County of Utah :

On the 27th day of March, A.D. 2003 personally appeared before me Brad W. Farnsworth and Thomas B. Griffith who being by me duly subscribed and sworn did say, each for himself, that he, the said Brad W. Farnsworth is the administrative vice president, and he, the said Thomas B. Griffith is the secretary of Brigham Young University, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Brad W. Farnsworth and Thomas B. Griffith each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Jeanine Broxton

Notary Public

My Commission Expires: 3-18-06

My residence is Provo-UT

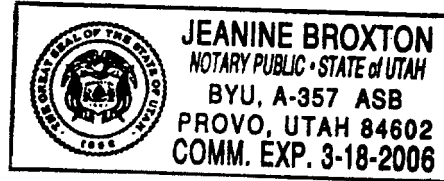


EXHIBIT "B"

The land referred to in this exhibit is situated in the City of ~~Springville~~ Provo ^{APB} ~~Springville~~ ^{TS} County of Utah, State of Utah, and described as follows: ^{BWS}

Commencing at a point located South 1234.31 feet and East 367.58 feet from the North one-quarter corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing is the Utah State Plane Coordinate System, Central Zone); thence North 64° 30' 38" East 99.05 feet; thence South 24° 24' 10" East 445.22 feet; thence South 65° 35' 50" West 99.03 feet; thence North 24° 24' 10" West 443.34 feet to the point of beginning.

EXHIBIT "C"

The land referred to in this exhibit is situated in the City of ~~Springville~~,
County of Utah, State of Utah, and described as follows:

Provo
BNA

Commencing at a point located North 1294.81 feet and West 1113.07 feet from the Southeast corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 24° 24' 10" West 2594.76 feet; thence North 65° 35' 50" East 98.50 feet; thence South 24° 24' 10" East 100.00 feet; thence North 65° 35' 50" East 50.00 feet; thence South 24° 24' 10" East 2074.75 feet; thence South 65° 35' 50" West 50.00 feet; thence South 24° 24' 10" East 420.01 feet; thence South 65° 35' 50" West 98.50 feet to the point of beginning.

QUIT-CLAIM DEED

Brigham Young University, a nonprofit corporation organized and existing under the laws of the State of Utah, Grantor,

with its principal business offices located in Provo, Utah County, State of Utah, hereby **Quit-Claims** to: **Provo City Redevelopment Agency**, Grantees

of Provo, Utah County, State of Utah For the sum of:
Ten Dollars and other good and valuable considerations

the following described tract of land located in the Northeast Quarter of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian, Utah County, State of Utah:

BEGINNING at a point on the centerline of an 8 rod wide prescriptive Utah County Road as established in 1871 and described in Book R7 at Page 3, Roadroute Survey Books, Series 5041, Utah State Archives, said point being South 00°42'00" East 1169.44 feet along the section line and East 1096.98 feet from the West Quarter Corner of Section 21, Township 7 South, Range 3 East, Salt Lake Base and Meridian and running thence along said centerline North 41°41'00" West 809.57 feet; thence along said centerline Northwesterly 450.56 feet along the arc of a 1909.86 foot radius curve to the right having a central angle of 13°31'00" and a long chord of North 34°55'30" West 449.51 feet; thence along said centerline North 28°10'00" West 224.18 feet to the north line of the Southwest Quarter of said Section 21; thence along said north line North 89°36'14" East 235.24 feet to the westerly right-of-way line Highway 89 (91) F.A. Project No. 35-37; thence along said westerly right-of-way line South 35°37'06" East 1137.48 feet to a point 50.00 feet southwesterly from a 3 x 33 foot chord spiral to the right; thence along said westerly right-of-way line and said spiral curve Southeasterly 98.13 feet (long chord bears South 35°17'23" East 98.13 feet from said point of spiral); thence along said westerly right-of-way line Southeasterly along 18.65 feet along the arc of a 2814.79 foot radius curve to the right having a central angle of 00°22'47" and a long chord of South 34°26'18" East 18.65 feet to the easterly line of that property described in Book 1203, Page 291 of the Utah County records; thence along said easterly line South 07°24'24" West 109.29 feet to the easterly right-of-way line of said Utah County Road; thence perpendicular to said centerline South 48°19'00" West 66.00 feet to the point of beginning.

The officers who sign this deed hereby certify that they are duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum to execute this deed and to make the transfer of property rights herein described.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 27th day of March, A.D. 2003.


Attest:



Secretary.

BRIGHAM YOUNG UNIVERSITY

By



Administrative Vice President.

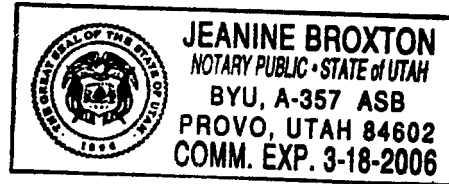
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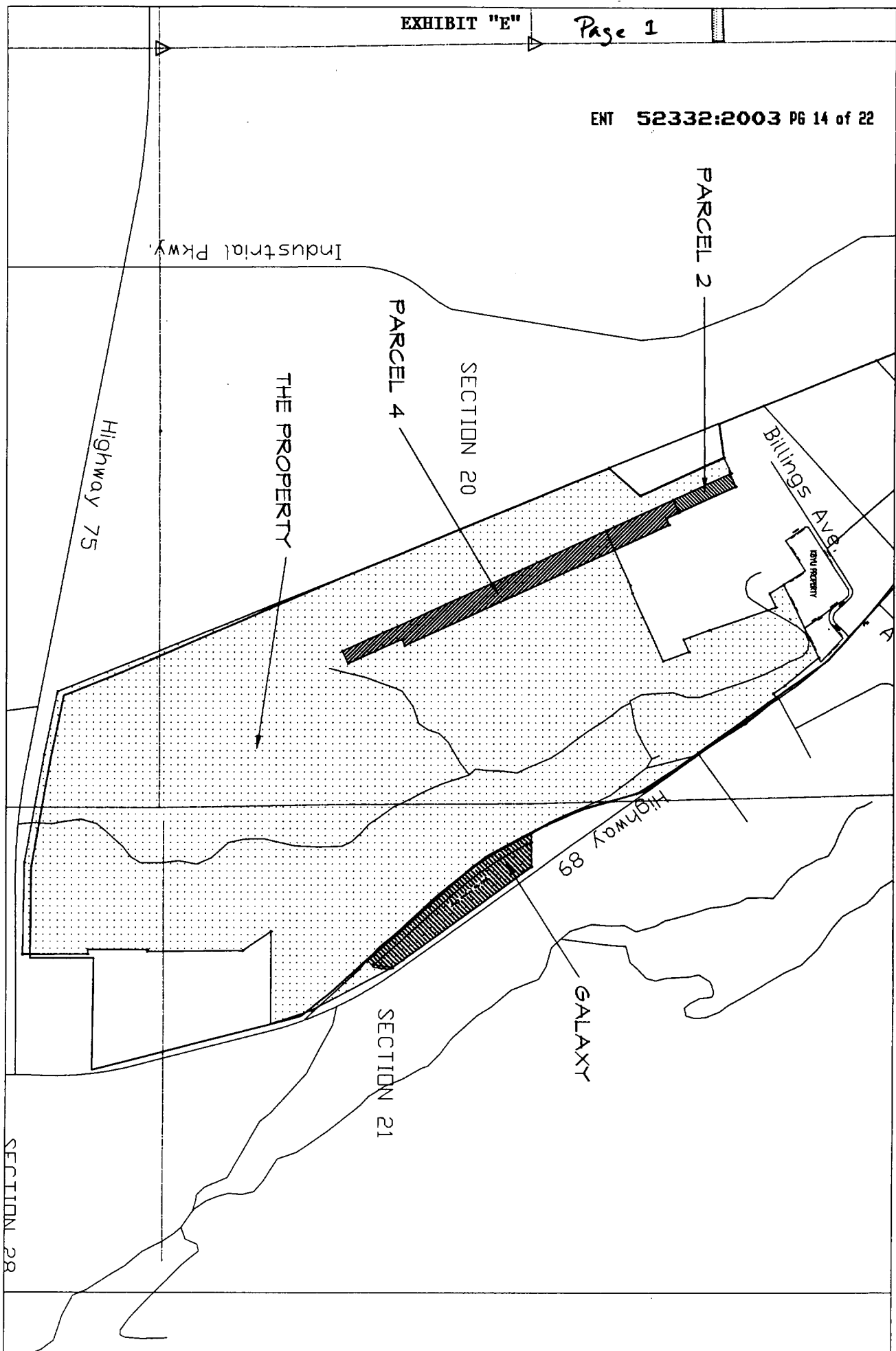
STATE OF UTAH, :
: ss.
County of Utah :

On the 27th day of March, A.D. 2003 personally appeared before me Brad W. Farnsworth and Thomas B. Griffith who being by me duly subscribed and sworn did say, each for himself, that he, the said Brad W. Farnsworth is the administrative vice president, and he, the said Thomas B. Griffith is the secretary of Brigham Young University, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Brad W. Farnsworth and Thomas B. Griffith each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: 3-18-06

Jeanine Broxton
Notary Public
My residence is Provo UT





SHEET
CE-1

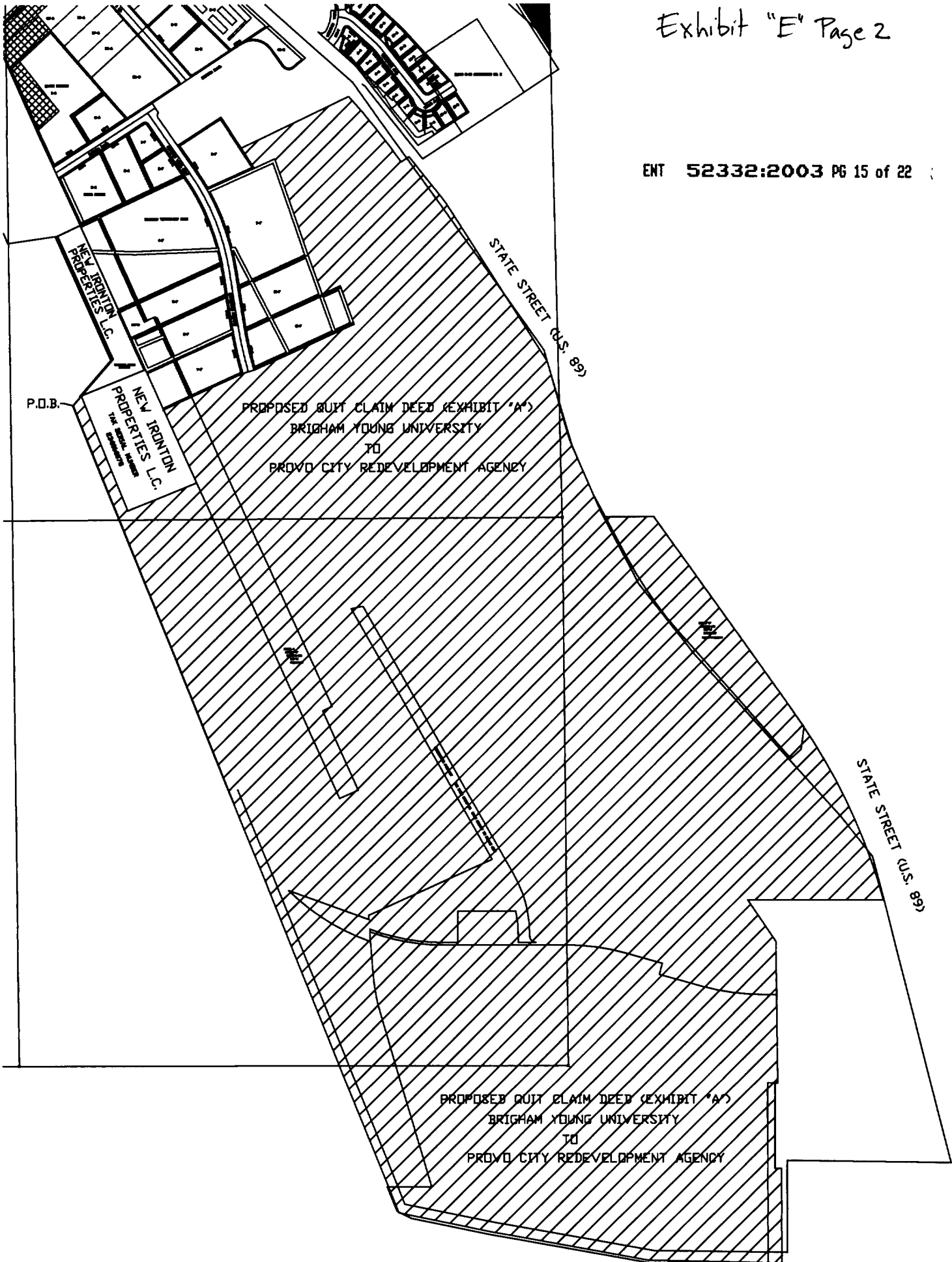
IRCHTON PROPERTY
PROPERTY LOCATIONS



Brigham Young University
Planning Department
340 82000 Provo, Utah 84602 800 875-8885

DESIGNED	
DATE	6/15/02
FILE	
REVISION/SCALE	

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PROPOSED QUIT CLAIM DEED (EXHIBIT "A")
BRIGHAM YOUNG UNIVERSITY
TO
PROVO CITY REDEVELOPMENT AGENCY

PROPOSED QUIT CLAIM DEED (EXHIBIT "A")
BRIGHAM YOUNG UNIVERSITY
TO
PROVO CITY REDEVELOPMENT AGENCY

STATE HIGHWAY 75

AGREEMENT REGARDING REMEDIATION OF IRONTON PROPERTY

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This Agreement is entered into this 9TH day of JULY, 1998, between U.S. Steel Group, a Unit of USX Corporation, (hereinafter referred to collectively as "U.S. Steel") the City of Provo, Utah (hereinafter referred to as "City"), and the Provo Redevelopment Agency (hereinafter referred to as "Agency").

WHEREAS, U.S. Steel and its predecessors operated a facility consisting of approximately 387 acres in Ironton, Utah, to produce coke and iron from 1926 to 1962; and

WHEREAS, U.S. Steel donated the property to Brigham Young University (hereinafter referred to as the "University") in 1968 for development of an industrial park; and

WHEREAS, the University hired a contractor, The Learner Company, to demolish structures on the property; and

WHEREAS, the University determined in 1971 not to proceed with the development of the industrial park and, in 1976, sold part of the property to Billings Energy Research; and

WHEREAS, the University subsequently conveyed title to part of the property to John K. Hansen and the Ironton Development Corporation as successors to Billings Energy Research; and

WHEREAS, the City has purchased approximately 58 acres of the former U.S. Steel property (hereinafter "City Property") and has taken an option to purchase an additional 149 acres in order to act as a catalyst for remediation of the land so it can be returned to productive public use and returned to the tax rolls by proceeding with a non-residential, light-industrial commercial development. (This 149-acre parcel is hereinafter referred to as the "Option Property" and when combined with the "City Property" both properties are herein collectively referred to as the "Property"); and

WHEREAS, City is conveying title to the City Property and assigning its option on the Option Property to Agency; and

WHEREAS, at the request of the City, U.S. Steel has entered into an "Agreement Regarding Study of Ironton Property" (hereinafter the "Ironton Study Agreement" attached hereto as "Exhibit A"), and has completed a site assessment and risk evaluation studies and is concurrently entering into a voluntary cleanup agreement (hereinafter the "Voluntary Cleanup Agreement" attached hereto as "Exhibit B") with the Utah Department of Environment Quality (hereinafter the "UDEQ") to voluntarily participate in the remediation of the Property; and

WHEREAS, U.S. Steel is willing to voluntarily participate in the remediation of the Property and cooperate with the City and Agency in their respective efforts to develop the Property for non-residential, light industrial/commercial purposes;

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NOW THEREFORE, in consideration of the above recitals, and the promises and covenants contained herein, U.S. Steel, Agency and the City agree as follows:

1. As set forth in this Agreement, U.S. Steel shall conduct and fund the cost of remediation in accordance with the Voluntary Cleanup Agreement (Exhibit B) and when said Voluntary Cleanup Agreement is referred to herein, such reference shall include all the attachments, exhibits, and schedules that make up that agreement, including the Ironton Site Remediation Plan and the Work Plans approved by the UDEQ. The remediation shall be conducted to such an extent that the Agency will be enabled to conduct whatever demolition, construction, or excavation (including excavation for drainage, utilities or foundations) is necessary to allow the development of the Property in accordance with the Agency's proposed use, described in Paragraph 5, without additional cleanup work conducted by any person other than U.S. Steel. As soon as possible, U.S. Steel will provide Agency with a detailed accounting of the costs expended in completing the Ironton Study Agreement and an estimated cost of the remediation work to be undertaken in accordance with the Voluntary Cleanup Agreement (Exhibit B). U.S. Steel shall, as the remedial action progresses, provide Agency with a detailed accounting of monies it has expended in completing the remediation in accordance with the Voluntary Cleanup Agreement (Exhibit B), including copies of invoices, receipts and disbursements to its remedial action contractors. In addition, U.S. Steel shall provide or make available to the Agency, at the Agency's option, copies of all documents, reports, sampling data, and other information provided to U.S. Steel by its remedial action contractors, and the Agency shall have a reasonable opportunity to examine and make comment upon all reports required by the Voluntary Cleanup Agreement (Exhibit B), before they are due to be filed with UDEQ. Upon reasonable and timely request by the Agency or U.S. Steel, representatives of U.S. Steel and the Agency shall meet to discuss the conduct of the remedial actions on the Property.

2. (a) U.S. Steel shall be reimbursed for the costs U.S. Steel has incurred for completing the Ironton Study Agreement (Exhibit A) pursuant to this paragraph 2.(a), and then for costs U.S. Steel incurs for the remediation of the Property undertaken pursuant to the Voluntary Cleanup Agreement (Exhibit B) pursuant to paragraph 2.(b), which remediation is a condition precedent for the reimbursement of any costs under this Agreement for Remediation of Ironton Property. Reimbursement shall be made to U.S. Steel for completing the Ironton Study Agreement from, and only to the extent of, the net proceeds the City and Agency receive upon the resale of the Property or portions thereof in accordance with the "Reimbursement Schedule" attached to this Agreement as "Exhibit C." With respect to reimbursement for the Ironton Study Agreement (Exhibit A), "net proceeds" shall be determined by deducting from the amount the City and Agency are paid for the Property the amount the City and Agency paid to acquire the Property (including any option costs) and any transaction costs, including amounts paid by the

City and Agency to enhance the Property for sale, such as the reasonable costs for demolition and removal of the remaining concrete structures, providing necessary fill, and excluding costs for those infrastructure items, such as roads, sewers, and utilities, which the City has traditionally paid for through the proceeds from tax levies or sale of bonds.

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(b) U.S. Steel shall be reimbursed for costs U.S. Steel incurs for the remediation upon issuance to U.S. Steel and City and Agency of a Certificate of Completion of the remediation undertaken pursuant to the Voluntary Cleanup Agreement (Exhibit B). Reimbursement shall be made to U.S. Steel from, and only to the extent of, the net proceeds the City and Agency receive upon the resale of the Property or portions thereof and in accordance with the Reimbursement Schedule (Exhibit C), attached to this Agreement. With respect to reimbursement for completion of the remediation, "net proceeds" shall be determined by deducting from the amount the City and Agency are paid for the Property the amount the City and Agency paid to acquire the Property (including any option costs), any transaction and administrative costs, including amounts paid by the City and Agency to enhance the Property for sale, such as the reasonable costs for demolition and removal of the remaining concrete structures, providing necessary fill, etc., and including costs for those infrastructure items, such as roads, sewers, and utilities, which the City has traditionally paid for through the proceeds from tax levies or sale of bonds, and any amounts paid to U.S. Steel for completing the Ironton Study Agreement (Exhibit A), pursuant to paragraph 2.(a) above.

(c) U.S. Steel acknowledges and agrees that certain portions of the Property will be dedicated as public facilities and for public purposes, such as roads, sewers, utilities, water features, open space and/or green space, wetlands, etc., which will add value to the Property even though such publicly dedicated land and/or facilities may not directly provide reimbursable "net proceeds" as defined herein.

3. Upon execution of this agreement and the Voluntary Cleanup Agreement (Exhibit B), by all parties thereto, the Agency shall place monies in escrow for exercise of the option to purchase the Option Property, which agreement to purchase the Option Property and opening of escrow is a precondition for U.S. Steel's developing its work plans for remediation of the Property. Once the work plans are approved by UDEQ, and U.S. Steel gives the Agency notice that it will begin remediation within thirty days of Agency's closing escrow, the Agency will close escrow, take title to the Option Property and remediation of the Property by U.S. Steel will proceed. In addition, the Agency will take whatever reasonable steps may be necessary to obtain voluntary access from the present property owners and the owners of adjacent properties, as necessary, to allow the remediation to be conducted.

4. U.S. Steel will select, retain, and supervise each contractor who performs the remediation as set forth in the Voluntary Cleanup Agreement (Exhibit B) attached to this Agreement. The cost of the contractor(s), including a liaison contractor(s) selected by U.S. Steel, and any UDEQ oversight costs related to the remediation are reimbursable remediation costs under paragraph 2.(b) of this Agreement. U.S. Steel through its contractor(s) shall provide the

payment and a performance bond required by Utah Code §14-1-19, the cost of which shall be reimbursable remediation costs under paragraph 2.(b) of this Agreement.

5. The City and Agency will limit the use and development of the Property to non-residential, light-industrial/commercial purposes that are consistent with the remediation plan as set forth in the Voluntary Cleanup Agreement (Exhibit B) and Agency will take necessary steps to restrict such use through proper deed restrictions.

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6. (a) The City and Agency will not sue or make any claim against U.S. Steel concerning the Property or seek to have the U.S. EPA include the Property on the U.S. EPA's National Priorities List pending the remediation, except for breach of this Agreement. The reimbursement of site characterization, risk assessment, and remediation costs provided for in this Agreement shall comprise Provo City and Agency's only obligation toward remediation of the Property. Except for breach of this agreement, U.S. Steel agrees not to sue or make any claim or institute any lawsuit against the City or Agency, or their successors in title to any portion of the Property, based upon the City or Agency's current or future ownership of any portion of the Property, under either state or federal law, including any claim or lawsuit under the provisions of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). U.S. Steel agrees to indemnify, defend, and hold the City and/or Agency harmless from any and all liability, including any environmental liability, arising from U.S. Steel's past ownership of, or activities upon the Property, as well as from U.S. Steel's site characterization, risk assessment, and remediation of the Property pursuant to this Agreement and the Voluntary Cleanup Agreement (Exhibit B). Upon issuance of a Certificate of Completion of the remedial action, pursuant to the Voluntary Cleanup Agreement (Exhibit B), U.S. Steel will, to the extent permitted by law, transfer, grant, and assign to the City and Agency any rights, benefits, and privileges in any "Certificate of Completion" or "No Further Action Letter," "Administrative Order on Consent," or other agreement in settlement of liability for remedial costs or related damages, provided by the Utah Department of Environmental Quality and/or the U.S. EPA. Upon proper completion of the Property's remediation pursuant to the Voluntary Cleanup Agreement (Exhibit B), the City and Agency and U.S. Steel agree to release, acquit, and forever discharge one another and their respective officers, directors, shareholders, parents, subsidiaries, affiliates, agents, insurers, employees, servants, divisions, subdivisions, successors, and assigns from any and all claims, actions, causes of actions, liabilities, demands, rights, damages and costs of whatever kind or nature arising out of or related to the remediation of the property, except for the contractual obligations contained herein. Nothing herein shall prevent either party from purchasing or otherwise obtaining insurance coverage on the Property, including insurance coverage against any possible continuing environmental liability.

(b) The City and Agency will prepare a site management plan to prevent areas that have been remediated on the Property, by means of clay and/or fabric liners or other UDEQ approved methods, from being disturbed by future grading and/or construction on the Property. Before future grading and/or construction on the Property is approved by the City of Provo as part of the redevelopment of the Property, the City will notify U.S. Steel's law department at 600

Grant Street, Pittsburgh, Pennsylvania, of the applications received by the City for grading and/or construction at the site.

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7. The City and Agency will continue to seek to obtain available federal and State "brownfields" grant funds and similar funds from other sources and any such funds will be applied toward the reimbursement due to U.S. Steel under paragraph 2, above, subject to any conditions imposed by the grantor in approving the grant of funds.
8. To the extent the profits from sales proceeds from the Property do not completely reimburse U.S. Steel for the cost of remediation, the City and Agency will cooperate with U.S. Steel in identifying parties or persons who may be liable under federal or State law for all or a portion of any costs pertaining to the Property and in attempting to obtain appropriate voluntary contributions from those parties or persons toward U.S. Steel's remediation costs.
9. The City and Agency will provide U.S. Steel with the proposed non-residential light-industrial/commercial conceptual development plan, including any presently existing financial analysis of the proposed development.
10. The City and Agency will be responsible for coordinating and responding to all wetlands and water control issues which may affect the proposed non-residential light-industrial/commercial development on the Property.
11. Except for those activities listed in the Voluntary Cleanup Agreement (Exhibit B), the City and Agency will be responsible for the completion of all demolition and the removal of nonhazardous site materials not associated with any necessary remediation activities.
12. The City agrees to provide without cost to U.S. Steel, any necessary disposal of treatable water from the Property through waste water treatment facilities owned and operated by the City, in an amount not to exceed a total of twenty-five thousand (25,000) gallons. The cost of treating or otherwise dispensing of water from the site that cannot be sent to the City's waste water treatment plant will be paid by U.S. Steel and shall be included as part of the overall remediation costs due to U.S. Steel under Paragraph 2, above.
13. The City and Agency and U.S. Steel agree to undertake a good faith effort to negotiate an agreement regarding groundwater monitoring on the Property and adjacent parcels pursuant to Voluntary Cleanup Agreement (Exhibit B), once UDEQ provides additional regulatory guidance concerning the requirements for groundwater monitoring at the site.
14. The Agency and U.S. Steel mutually agree to cooperate on the content and timing of any press release concerning activities on the Property.
15. The Agency will be responsible for arranging and conducting any public meetings concerning activities on the Property.

It is expressly understood and agreed that the parties' decision to voluntarily participate in the above activities is not an assumption of any liability on the part of any party. The parties' performance under this Agreement is subject to obtaining necessary approvals from local, state, and federal agencies.

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U.S. STEEL GROUP, A UNIT OF USX CORPORATION

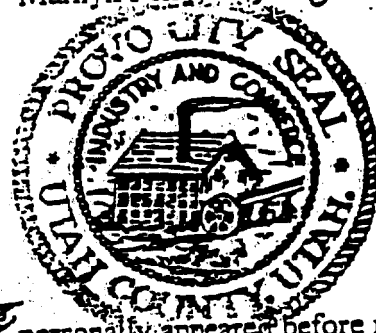
THE CITY OF PROVO, UTAH

By: [Signature]

[Signature]
Robert Stockwell, CAO

Its: GENERAL ATTORNEY

Attest: Marilyn Perry
Marilyn Perry, City Recorder by [Signature]



STATE OF PENNSYLVANIA)
)ss.
COUNTY OF ALLEGHENY)

On the 2ND day of JULY, 1997, personally appeared before me S.K. TODD who being by me duly sworn did say, that he, S.K. TODD, is the GENERAL COUNSEL of the U.S. Steel Group, a Unit of USX Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____ and said HE duly acknowledged to me that said corporation executed the same.

Rosemarie Sawicki
NOTARY PUBLIC


Notarial Seal
Rosemarie E. Sawicki, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 7, 2000

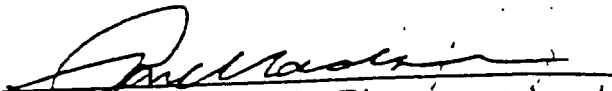
Residing at: _____

My Commission Expires: 2/7/2000

PROVO REDEVELOPMENT AGENCY

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By: 
Mark Mathaway, Chairman
Provo Redevelopment Agency Board of Directors

Attest: 
Ron Madsen, Executive Director

