

FIRST AMERICAN TITLE COMPANY
OF UTAH
330 EAST 4TH SOUTH
SALT LAKE CITY, UTAH 84111

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03/18/99 11:44 AM 26-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: V ASHBY DEPUTY - WI

Exhibit 6

**LAND USE EASEMENT
WELL BAN**

Williamsen Investment Company, a Utah limited partnership, GRANTOR, for the covenants and other valuable consideration described in the Settlement Agreement, EPA Docket # CECLA-VIII-8-99-07, does hereby grant and convey to the **UNITED STATES** and the **STATE OF UTAH**, GRANTEES, a perpetual, non-exclusive restrictive easement for the purpose of protecting the public health and safety of the citizens of Utah. Said easement regulates the use of the land described on Exhibits A & B (the "Property") attached hereto and makes it subject to the following conditions:

Requirements

1.1 All use of currently existing wells, except those monitoring wells authorized by the Utah Department of Environmental Quality ("UDEQ") or the Environmental Protection Agency ("EPA"), shall be discontinued. "Well" shall be as defined in the State of Utah *Administrative Rules for Water Well Drillers*, January 19, 1995, R655-4-2.28. When use of a well is discontinued pursuant to this requirement, the well shall be abandoned in accordance with the State of Utah *Administrative Rules for Water Well Drillers*, R655-4.

1.2 No new wells (except those wells authorized by EPA or UDEQ) shall be constructed.

Remedies

2.1 If the Grantor, its successors and assigns, fails to comply with this Land Use Easement and such failure results in a direct and immediate threat to the public health or the environment, the UDEQ may order the Grantor to take action or may take action itself to abate such direct and immediate threat to the public health and the environment. The UDEQ may recover its costs from the Grantor to the extent the Grantor's failure to comply resulted in the abatement action. The costs shall include those costs incurred by UDEQ's contractors, subcontractors and attorneys in the Attorney General's Office.

2.2 UDEQ may pursue penalties or other remedies available to it under state or federal law consistent with this Land Use Easement or any settlement agreements with the Grantor, including any consent decree, any administrative order on consent, or any prospective purchaser agreement. The Grantor understands and agrees that noncompliance with this Land Use Easement is a violation of the terms of an agreement made under the authority of the Utah Hazardous Substances Mitigation Act

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and under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq.

2.3 EPA may enforce the terms of this Land Use Easement if the Grantor fails to comply with any provision thereof. Any other local, state or federal government agency, or Grantor affected by any violations of this Land Use Easement, may enforce it by legal action.

2.4 The terms of this Land Use Easement may be specifically enforced.

2.5 The Grantor shall not at any time institute legal proceedings, by way of quiet title or otherwise, to remove or amend this Land Use Easement unless UDEQ and EPA have given the Grantor advance written approval for such.

2.6 This Land Use Easement is intended to run with the land and shall be binding upon each Grantor for so long as the Grantor owns an interest in the Property. This Land Use Easement is also intended to make the Grantor remain liable for breaches of the terms of the Land Use Easement committed during the period the Grantor owned an interest in the Property, regardless of whether the Grantor subsequently gives up its interest in the Property. Otherwise, the obligation of a Grantor under this Land Use Easement ends upon sale or transfer of the Grantor's respective interest in the Property in accordance with paragraph 2.8.

2.7 This Land Use Easement does not prohibit development and the Grantor agrees that governmental actions that are consistent with this Land Use Easement do not constitute a taking.

2.8 The Grantor shall give the UDEQ written notice of its conveyance of any interest in the Property described herein. No conveyance of title, easement, lease or other interest in the Property shall be consummated by the Grantor without providing copies of this Land Use Easement to the Grantor's assignee(s) or successors-in-title or without provision for compliance with this Land Use Easement. If the conveying Grantor provides proof that the assignee or successor-in-title had actual notice of this Land Use Easement and agreed in writing to comply with this Land Use Easement prior to the transfer, the conveying Grantor shall not be responsible for the assignee's or successor-in-title's actions at the Property.

General Conditions

3.1 If any terms or provisions of this Land Use Easement shall be adjudged invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the Land Use Easement, and each term and provision

of this Land Use Easement, other than those which are held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law.

3.2 The validity, interpretation and performance of this Land Use Easement, and any dispute arising under the Land Use Easement, shall be construed, enforced and governed in accordance with the laws of the State of Utah.

3.3 This Land Use Easement shall be binding upon and shall inure for the benefit of the Grantor, the UDEQ, the EPA and their respective heirs, executors, administrators, successors, legal representatives and assignees.

3.4 Notice shall be considered given on the third day after it is sent, not counting state or federal holidays or weekends.

3.5 Notices and service of process shall be mailed or faxed to the Grantor and his assignees as successors as follows unless the Grantor or his assignees and successors provide the UDEQ written notice of a different designee or address for notice and service of process purposes:

Williamsen Investment Company
c/o Leland Williamsen
515 North 1100 East
Bountiful, UT 84010

with a copy to:

Alan C. Bradshaw
Manning Curtis Bradshaw & Bednar, LLC
370 East South Temple, Suite 200
Salt Lake City, UT 84111

3.6 Notices shall be sent to UDEQ as follows or as directed by UDEQ in writing:

Bob O'Brien
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
P.O. Box 144480
Salt Lake City, UT 84112-4840

3.7 The UDEQ and the EPA reserve the right to bring action against the Grantor to enforce this Land Use Easement. Nothing contained herein shall be deemed to constitute a waiver by the UDEQ or the EPA of their right to initiate enforcement action, including civil penalties against the Grantor in the event of future noncompliance with

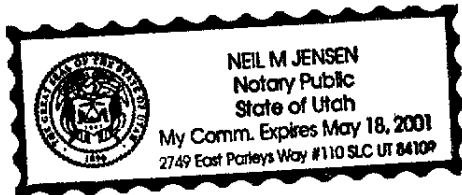
this Land Use Easement or with the Utah Hazardous Substances Mitigation Act or any other law, nor shall UDEQ or EPA be precluded in any way from taking appropriate action to abate an endangerment to public health or the environment at any Grantor facility. This reservation is not intended to make the Grantor remain liable for the present contamination on the Property for which the Grantor was released under the Settlement Agreement or any Successor Addendum thereto. UDEQ and EPA acknowledge that nothing herein limits the scope of any covenant not to sue contained in the Settlement Agreement or any Successor Addendum thereto.

Williamsen INVESTMENT COMPANY, a
Utah limited partnership


By: Leland C. Williamsen, general partner

State of Utah)
)s.s.
County of Salt Lake)

On this 13 day of February, 1999, personally appeared before me Leland C. Williamsen, general partner of Williamsen Investment Company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.





Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS

Williamsen Investment Company Properties (South of City Drain)

Parcel 15-10-301-001¹ (Lot 4)²

BEGINNING at a point South 0°03'08" East 39.32 feet and North 89°55'56" East 112.44 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°55'56" East 780.86 feet; thence South 0°03'08" East 325.00 feet; thence South 89°55'56" West 722.12 feet to the Northerly right-of-way line of the Surplus Canal; thence North 49°00'35" West along said right-of-way line 96.43 feet; thence North 3°00'30" East 262.04 feet to the point of beginning.

Parcel 15-10-301-007 (Lot 5)

BEGINNING at a point that is East 974.677 feet and South 413.180 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'52" East 349.00 feet; thence South 0°03'08" East 902.891 feet; thence South 89°56' West 9.76 feet; thence North 54°18'58" West 254.70 feet to a point of a 1870.00 foot radius curve to the right (bearing to center of curve bears North 35°41'02" East); thence Northwesterly 173.19 feet along the arc of said curve; thence North 49°00'35" West 59.392 feet; thence North 0°03'08" West 248.476 feet to a point of a 70.00 radius curve to left (bearing to center of curve bears North 0°03'08" West); thence Northeasterly 177.906 feet along the arc of said curve to a point of a 15.00 foot radius reverse curve to the right (bearing to center of curve bears North 34°19'47" East); thence Northwesterly 14.56 feet along the arc of said curve; thence North 0°03'08" West 204.00 feet to a point of a 15.00 foot radius curve to the right (bearing to center of curve bears South 89°56'52" East); thence Northeasterly 23.562 feet along the arc of said curve to the point of beginning.

Parcel 15-10-301-008 (Lot 5A)

BEGINNING at a point that is South 1315.75 feet and East 1324.5 feet from the West 1/4 corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South to the North right of way line of the surplus canal; thence Northwesterly along said storm drain

¹ Parcel numbers are Salt Lake County Permanent Parcel Number System identifiers (a.k.a., Sidwell Numbers).

² From Title Commitment.

right of way to a point South 89°56'00" West 9.76 feet from the point of beginning; thence North 89°56'00" East 9.76 feet to the point of beginning.

Parcel 15-10-151-008 (Lot 1A)

BEGINNING at a point that is East 959.359 feet and South 67.015 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°03'08" West 308.568 feet; thence South 73°00' East 85.965 feet; thence South 86°45' East 282.28 feet; thence South 0°03'08" East 267.00 feet; thence South 89°55'56" West 364.00 feet to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTIONS

**Williamsen Investment Company Properties
(North of City Drain)**

Parcel 15-10-151-011 (Lot 9)

BEGINNING at a point that is East 958.732 feet and North 624.019 feet from the West quarter corner of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North $89^{\circ}55'56''$ East 364.00 feet; thence North $0^{\circ}03'08''$ West 394.456 feet; thence South $89^{\circ}55'56''$ West 364.00 feet; thence South $0^{\circ}03'08''$ East 394.456 feet to the point of beginning.

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