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Date: 3/17/2009 11:08 AM
Fee: \$0.00 CHECK
Filed By: KL
CALLEEN B PESHELL, Recorder
Tooele County Corporation
For: UTAH DEPT OF WILDLIFE RESOURC
ES

170 1225

When Recorded, Mail to:
Atlantic Richfield Company

AMENDMENT TO CONSERVATION EASEMENT

RECITALS:

A. Atlantic Richfield Company ("ARCO") granted a conservation easement to the State of Utah, acting through its Division of Wildlife Resources (the "Division"), pursuant to that certain Conservation Easement, dated as of April 29, 1994, recorded on December 27, 1994 as Entry No. 070906 in Book 388 at Pages 109-121 of the official records of the Tooele County Recorder, a copy of which is attached hereto as Exhibit "A" (the "Easement"), covering certain real property described therein and located in Tooele County, Utah (the "Easement Property").

B. For the reasons stated in the Stipulated Judgment and Order attached hereto as Exhibit "B" (the "Order"), ARCO and the Division have desired and intended to amend the Easement, and the Order so amends the Easement, effective August 28, 2008.

C. ARCO and the Division also desire to enter into and record this Amendment to Conservation Easement to ratify and confirm the terms of the Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARCO and the Division hereby agree that the Easement is amended effective August 28, 2008, as more particularly set forth in the attached Order. The Order modifies some of the boundaries of the real property affected by and covered by the Easement and adds certain other provisions to the Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

177500

ARCO:

ATLANTIC RICHFIELD COMPANY, a
Delaware corporation

By: *Robin S. Fullock*
Name: Robin S. Fullock
Title: NW Regional Manager

DIVISION:

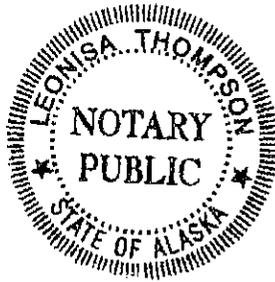
STATE OF UTAH, acting through its
DIVISION OF WILDLIFE RESOURCES,
an agency of the State of Utah

By: *Alan P. ...*
Name: _____
Title: ...

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State of Alaska)
Municipality of _____ : ss
County of Anchorage

The foregoing instrument was acknowledged before me on this 11 day of February 2009, by Robin Bullock, New Regional Manager of Atlantic Richfield Company, a Delaware corporation.



Leonisa Thompson
Notary Public
Residing At: Alaska

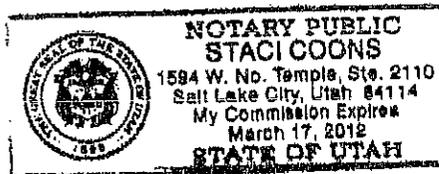
My Commission Expires:
March 27, 2012

State of Utah)
 : ss
County of Salt Lake

The foregoing instrument was acknowledged before me on this 2 day of Mar. 2009, by Alan Clark, Acting Director of Division of Wildlife Resources.

Staci Coons
Notary Public
Residing At: Salt Lake

My Commission Expires:
March 17, 2012



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EXHIBIT "A" TO AMENDMENT TO CONSERVATION EASEMENT

(Copy of Easement and Description of Easement Property)

149 1994
07/138

WHEN RECORDED, MAIL TO:

ARCO
Rocky Mountain Environmental Remediation
555 Seventeenth Street
Denver, CO 80202
ATTN: Coordinator, Land Services

CONSERVATION EASEMENT

For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Conservation Easement (the "Easement") is granted and effective this 29th day of April, 1994, by the Atlantic Richfield Company, a Delaware Corporation ("Grantor") to the State of Utah, acting through its Division of Wildlife Resources (the "Division"), for certain real property located in Tooele County, Utah as more particularly described on the attached Exhibit A, which is incorporated herein by this reference (the "Property"). Grantor represents that it possesses sufficient ownership interest in the property to grant the rights conveyed by this Easement. Grantor makes no other warranties or representations of any nature as to its right, title or interest in the Property. Further this Easement only grants rights in the Property to the extent of Grantor's interest in the Property.

The grant of this Easement is subject to all of the following terms, conditions and agreements.

RECITALS

A. The Division is an agency of the State of Utah and is qualified under Section 57-18-3 of the Utah Code Annotated and Section 170(h) of the Internal Revenue Code to receive conservation easements for the purpose of the preservation, protection, or enhancement of land in its natural, scenic, or open space condition.

B. The Property possesses certain wildlife, natural, scenic, open space, and educational values (collectively, "conservation values") of great importance to the Division, the people of Tooele County, and the people of the State of Utah.

C. Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this Easement, that do not significantly impair or interfere with the conservation values or otherwise disturb the surface of the Property.

D. Grantor further intends, by the recording of this Easement, to preserve and protect the conservation values of the Property in perpetuity.

IN CONSIDERATION of and subject the covenants, terms, conditions, and restrictions contained herein, Grantor does hereby grant and convey unto the Division, its successors and assigns, in perpetuity, a conservation easement (the "Easement") over and across all of the Property to preserve and protect the wildlife, natural, scenic, open space, and educational values present on the Property, thereby restricting and limiting the uses of the Property in certain respects, and reserving unto Grantor, its successors and assigns forever, fee title to the Property and all incidents of ownership thereof other than the Easement.

1. Purpose. The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic and open space condition and to prevent any use of the Property that will significantly impair or interfere with the wildlife habitat or other conservation values of the Property. Subject to the retained right of Grantor to engage in certain environmental remediation and other activities specifically reserved herein, the use of the Property shall be limited to such activities as are consistent with the purpose of this Easement.

2. Rights and Obligations of the Division. To accomplish the purpose of this Easement, the following rights are granted to and the following obligations are accepted by the Division:

- (a) To preserve and protect the conservation values of the Property;
- (b) To refrain from and to enjoin any third party activity on or use of the Property that is inconsistent with the purpose and permitted uses of this Easement or which otherwise may be reasonably expected to have a significant adverse impact on the Property, including its conservation values;
- (c) To maintain and restore fencing, signs and other improvements or areas of the Property that may be damaged as a result of activities under this Easement or otherwise by the Division or any third person (Grantor has agreed with the Division to repair or replace currently damaged fencing and to initially provide and install appropriate signage on the Property at Grantor's sole cost) and
- (d) To promptly report to Grantor any unusual activity on the Property.

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(e) To do all in its power to prevent and suppress fires on or in the vicinity of the Property; to report promptly all fires it may discover which it cannot suppress and to place itself, its employees and transportation at the disposal of any authorized official for the purpose of safely fighting such fires.

3. Permitted Uses of Easement. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are permitted uses of the Easement, provided that each such use or practice is effected in a manner that is consistent with the purpose and uses of the Easement as specified herein:

(a) Management of the property for wildlife purposes including conservation, propagation, habitat improvement and wildlife viewing;

(b) Public use of the property for education, recreation and hunting;

(c) Trapping by the Division for wildlife management purposes, including predator control and relocation.

4. Prohibition of Transfers and Certain Uses Pursuant to the Easement. Any activity or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Transfer or assignment of the Easement or any rights or obligations related thereto is prohibited without the prior written consent of Grantor;

(b) Division, subdivision or de facto subdivision (through gift, sale, lease or otherwise) of any parcel of the Property is prohibited;

(c) Drilling and exploration for and extraction of oil and gas or other minerals from any site on the Property is prohibited;

(d) Construction or location of any structure or other improvement is prohibited, except for structures or improvements which are reasonably appropriate to a use permitted under this Easement;

(e) Filling, excavating, dredging, mining, removal of top soil, sand, gravel, rock, or other materials on or below the surface or any other change in the topography of the Property is prohibited except that the Division may, upon mutual written agreement with Grantor, install water catchment basins or "guzzlers" (artificial water impoundment areas installed on top of the surface of the Property) at locations mutually agreeable to both parties. It is hereby agreed that no excavation

or recountouring of capped areas may be conducted in the installation of such water catchment basins;

(f) Placement, dumping, disposal or storage of ashes, trash, garbage, junk, or any other material is prohibited;

(g) Motor vehicle traffic, including all terrain and other recreational vehicles, except those necessary to carry out the purposes of this conveyance (weed control seeding, etc.), shall be limited to presently designated roadways, as shown on the attached Exhibit B, which is incorporated herein by this reference;

(h) Public access to the property, including remediated areas, shall be prohibited or otherwise regulated to ensure that the integrity of such remediated areas remains undisturbed;

(i) The drilling or digging of new wells, for water or any other resource is prohibited. Grantor shall have sole access to and use of any existing wells. The Division may, upon mutual written agreement with Grantor, install water catchment basins or "guzzlers" (artificial water impoundment areas installed on top of the surface of the Property) at locations mutually agreeable to both parties. It is hereby agreed that no excavation or recountouring of capped areas may be conducted in the installation of such water catchment basins;

(j) Any commercial or private agricultural use is prohibited. Upon written consent of Grantor, limited agricultural activities for the purpose of enhancing wildlife forage may be conducted by the Division;

(k) Any industrial use is prohibited;

(l) Burning of any material or vegetation is prohibited, except that control burns for the purpose of habitat development may be allowed, with Grantor's prior written consent and in strict accordance with all applicable laws and regulations pertaining to open fires

(m) Swimming in ponds or other waterbodies upon the Property is prohibited;

(n) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of this Easement are prohibited.

5. Easement Subject to Grantors Rights and Existing Uses.

Grantor hereby specifically reserves the right:

(a) To enter upon the Property at any time to inspect, maintain and enforce, through any form of relief available under law, the rights, obligations and prohibitions hereunder in a manner that will not unreasonably interfere with the proper uses being made of the Property; and

(b) To enter upon the Property conduct activities related to maintenance, monitoring and evaluation of the Property, including maintenance of the completed reclamation work, additional reclamation work, and any environmental remediation, including, without limitation, excavation and removal of soils or other materials, monitoring and sampling of environmental media and conducting other information gathering activities such as field investigation, data collection, installation of monitoring wells and soil borings, surface water and groundwater sampling, surveys, testing and periodic monitoring, operations and maintenance, and post remedial studies.

(c) This Easement is further subject to all existing uses of the Property including uses pursuant to the following agreements:

(i) That Lease Agreement dated May 23, 1991, whereby Atlantic Richfield Company has granted to Tooele Gun Club a ninety-nine year lease covering a portion of the Property for use as a gun club;

(ii) A Lease dated February 5, 1992, whereby Atlantic Richfield Company has granted to the City of Tooele, Utah a ninety-nine year lease covering a portion of the Property for the purpose of a police pistol range; and

(iii) A Grazing Lease and associated Work Agreement made effective February 14, 1992 and which will terminate no later than February 15, 1997, whereby Gus and Louis Buzianis, dba G & L Ranch ("Lessees"), have agreed to perform certain work upon the Property and Grantor has granted to Lessees certain grazing rights upon the Property.

6. Indemnification

(a) By Grantor. Grantor shall defend, indemnify and hold harmless the Division, including its representatives, from all claims, causes of action, demands, damages, liabilities, losses, penalties, fines, costs and expenses ("Claims") arising out of any governmental enforcement action resulting from an environmental condition existing on, about or related to the Property that is the result of the mining

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related activities of Grantor ("Preexisting Environmental Condition"), except to the extent that such Claims result from: 1) development of or activities undertaken on the Property by the Division that are not in accordance with this Easement, including any exacerbation of or contribution to a Preexisting Condition; 2) any material breach of any representation or obligation made in this Easement by the Division to or in favor of Grantor; 3) the Division's interference with or failure to permit access or use by Grantor as described in this Easement; and 4) any negligent or willful misconduct on the part of the Division. The Division shall have the right at its sole expense to join in the defense of any action to which it is a defendant.

(b) By Division. The Division shall defend, indemnify and hold harmless Grantor, including its representatives, from all Claims arising out of any activities of the Division on, about or related to the Property, except to the extent that such Claims result from: 1) development of or activities undertaken on the Property by Grantor which are not in accordance with this Easement, including any exacerbation of or contribution to Preexisting Condition; 2) any material breach of any representation or obligation made in this Easement by Grantor to or in favor of the Division; 3) Grantor's interference with or failure to permit access or use by the Division as described in this Easement; and 4) any negligent or willful misconduct on the part of Grantor. Grantor shall have the right at its sole expense to join in the defense of any action to which it is a defendant.

7. Annual Meetings. Grantor and the Division agree to meet annually on or about the anniversary date hereof during the first five (5) years following execution of this Easement. The purpose of such annual meetings shall be to discuss plans which the Division may propose which require Grantor's review or consent, in accordance with the terms of this agreement; or to address any item of concern to either party. The annual meeting may be waived upon mutual written agreement. After five (5) years, the parties shall review the concept of annual meetings and determine whether to continue to meet and, if so, the frequency of such meetings.

8. Payment of Taxes. Grantor, its successors or assigns, shall pay all real property taxes and assessments properly levied on the Property by competent authorities, except to the extent additional taxes or assessments are levied as a result of the Easement.

9. Termination of the Easement. The term of this Easement shall be perpetual. The fact that the Division may at some future date acquire fee title to the Property shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Division shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other

governmental proceeding, any and all compensation received by the Division as a result of the termination shall be used by the Division in a manner consistent with the conservation purpose of the Easement.

10. Notice. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the party for which it is intended at the respective address set forth below or such other addresses as the parties may indicate in writing:

ARCO
Rocky Mountain Environmental Remediation
555 Seventeenth Street
Denver, CO 80202
ATTN: Coordinator, Land Services

Utah Division of Wildlife Resources
1596 West North Temple
Salt Lake City, Utah 84116
ATTN: Chief, Habitat Section

11. Recordation. Grantor shall record this instrument in timely fashion in the official records of Tooele County, Utah and may re-record it at any time.

12. General Provisions.

(a) Controlling Law. This Easement shall be construed in accordance with the laws of the State of Utah.

(b) Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. § 57-18-1 et seq. and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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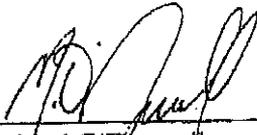
(d) Successors. The covenants, terms, conditions, Easement and restrictions of this Easement are intended to be a burden upon and shall run with the Property in perpetuity. Each and every one of the benefits and burdens of this Easement shall be binding upon, and inure to the benefit of, the Division and Grantor, their respective successors, and assigns forever.

(e) Headings. The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF the parties have executed this instrument on the day and year first written above through the duly authorized representatives named below.

GRANTOR:

ATLANTIC RICHFIELD COMPANY, a Delaware Corporation



By Michael O'Donnell
Its Attorney-in-Fact

STATE OF UTAH, acting through its
DIVISION OF WILDLIFE RESOURCES, an agency of the
State of Utah



By Robert G. Valentine
Its Director

STATE OF COLORADO)
:
COUNTY OF DENVER)

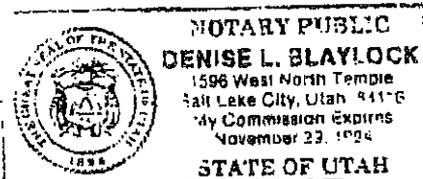
The foregoing instrument was acknowledged before me on the 29TH day of APRIL 1994, by Michael O'Donnell, the Attorney-in-Fact of Atlantic Richfield Company on behalf of said corporation.

Nancy J. Craig
Notary Public
Residing at Denver, CO

My Commission Expires:
2-15-97

STATE OF UTAH)
:
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on the 19th day of April 1994, by Robert G. Valentine, the Director of the Utah Division of Wildlife Resources on behalf of said organization.



Denise L. Blaylock
Notary Public
Residing at Salt Lake

STATE OF UTAH
My Commission Expires:
11-29-94

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EXHIBIT A

PROPERTY DESCRIPTION

The following described real property located in the County of Tooele,
State of Utah:

Township 3 North, Range 3 West, Salt Lake Meridian

Section 7: Lot 4, SESW, S/2SE, S/2NESE

Section 18: All

Section 19: Lots 1-4, E/2W/2, NE, N/2SE

Section 30: Lot 5

Township 3 North, Range 4 West, Salt Lake Meridian

Section 12: SE

Section 13: E/2, E/2SW, SWSW and a tract beginning at the northeast corner of the NWSW, thence south 1320 feet, thence west 1320 feet, thence north 1095 feet thence east 750 feet, thence north 225 feet, thence east 570 feet to the point of beginning.

Section 14: S/2SW, SWSE

Section 23: NESE;

ALSO a tract in S/2NW beginning at the southeast corner of the northwest quarter of Section 23, thence north 937.0 feet along the quarter section line, thence southwesterly along the south line of the highway 1716.0 feet, thence east along the south line of the northwest quarter 1518.0 feet to point of beginning; ALSO a tract beginning at the northwest corner of Section 23, thence south 82.5 feet, thence east 1980 feet, thence south 594 feet, thence east 1633.5 feet, thence southwesterly 907.5 feet to a point on the east-west quarter quarter line, thence west 330 feet, thence south 1320 feet, thence east 1320 feet, thence

north 2640 feet, thence west 3960 feet to point of beginning;

ALSO E/2NE **less and except:** a tract beginning at a point S89°25'W of the northeast corner of Section 23, thence S89°25'W 293.75 feet, thence S0°46'E 331.5 feet, thence N43°55'E 281 feet, thence N35°51'E 162 feet to point of beginning;

ALSO a tract beginning at a point which is 50 feet north and 626.11 feet east of southwest corner of NESW, Section 23, thence north 282 feet, thence east 2006.34 feet, thence south 283.18 feet, thence west 2006.34 feet to point of beginning;

ALSO a tract beginning at a point 503 feet south and 52.61 feet east of the west quarter corner of Section 23, thence south 359.36 feet, thence east 300.18 feet, thence N51°32'E 1271.33 feet, thence N59°47'E 172.81 feet to east-west centerline of Section 23, thence west 626.3 feet, thence S60°25'13" west 960.45 feet to point of beginning.

Section 24: Lot 1, NW, N/2NE, SWSE, SESW, S/2NE, N/2S/2, **less and except** a 100 foot wide strip for highway;

and also any other real property which Atlantic Richfield Company may own, but which is not specifically herein described, located in the County of Tooele, State of Utah, Township 3 South, Range 3 West, Sections 7, 18, 19 and 30 and Township 3 South, Range 4 West, Sections 12, 13, 14, 23 and 24; all subject to any and all easements and rights-of-way granted prior to this Conservation Easement.

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ADDENDUM 1 TO CONSERVATION EASEMENT

This Addendum 1 to the Conservation Easement dated and effective April 29, 1994 (the "Conservation Easement") by and between the Atlantic Richfield Company ("ARCO") and the State of Utah, acting through its Division of Wildlife Resources (the "Division") is made and effective as of this 24th day of August, 1995. This Addendum 1 is necessary to implement the planned fencing and installation of signs as described in the Conservation Easement, and ARCO and the Division hereby agree as follows:

1. As part of its maintenance responsibilities pursuant to the Conservation Easement, the Division will be responsible for the implementation of all activities identified in the development plan for the fencing and signs, which is attached hereto and incorporated herein by reference as Appendix 1 (hereinafter, the "Development Plan").
2. ARCO will provide to the Division the amount of forty-four thousand eight hundred dollars (\$44,800.00) to cover the costs of the implementing the Development Plan. If the cost of implementing the Development Plan exceeds \$44,800.00, any such additional amount will be provided solely by the Division.
3. ARCO's \$44,800.00 contribution will be placed in a dedicated (5970) fund to be administered by the Division solely for the costs of implementing the Development Plan. If any of the \$44,800.00 amount remains after implementation of the Development Plan, such remaining funds will be used by the Division solely for administering the Conservation Easement for the Carr Fork property.

IN WITNESS WHEREOF, ARCO and the Division have executed this Addendum 1 through their duly authorized representatives named below.

By: U. H. Barker *U. H. Barker*  *8/24/95*
 Title: Manager, Environmental Remediation Assessments
 Atlantic Richfield Company

By: Robert G. Valentine *Robert G. Valentine*
 Title: Director, Division of Wildlife Resources

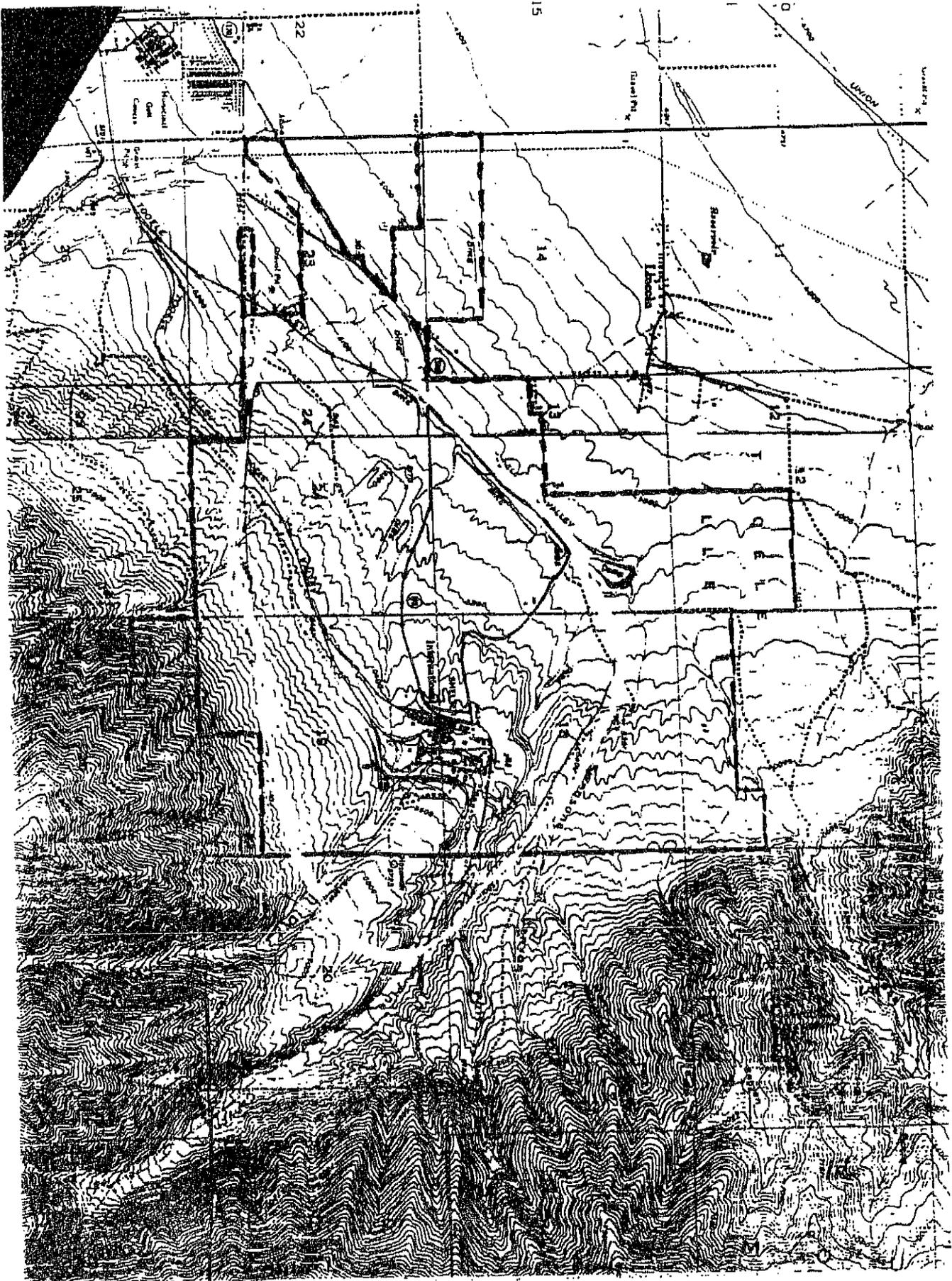
By: John Baker *John Baker*
 Title: Supervisor, DWR Budget & Accounting

By: Jordan C. Pederson *Jordan C. Pederson*
 Title: Central Regional Supervisor
 Utah Division of Wildlife Resources

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APPENDIX I

<u>ACTIVITY</u>	<u>DESCRIPTION</u>	<u>COST</u>
Survey	6 miles @ \$1,000	\$6,000
New Fence	7.7 miles @ \$4,000	\$30,800
Fence Repair	5.5 miles @ \$800	\$4,400
Archaeological Survey	2 miles @ \$1,000	\$2,000
Signs		
Main Entrance	4 @ \$150	\$600
Boundary	50 @ \$10	\$500
Interpretive	2 @ \$250	\$500
Heavy Equipment Rental	32 hours @ \$50	\$1,600
Total		\$44,800



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EXHIBIT "B" TO AMENDMENT TO CONSERVATION EASEMENT

(Copy of Order)

4420750_1.DOC

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**FILED DISTRICT COURT
Third Judicial District**

SEP - 2 2008

By WB TOOELE COUNTY
Deputy Clerk

~~Proposed Order prepared by:~~

Carl W. Barton #4792
James L. Barnett #7462
HOLLAND & HART LLP
60 E. South Temple, Suite 2000
Salt Lake City, Utah 84111-1031
Telephone: (801) 799-5867
Facsimile: (801) 799-5700
Attorneys for Atlantic Richfield Co.

IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR TOOELE COUNTY, STATE OF UTAH

<p>ATLANTIC RICHFIELD CO.,</p> <p>Plaintiff,</p> <p>v.</p> <p>STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES,</p> <p>Defendant.</p>	<p>STIPULATED JUDGMENT AND ORDER</p> <p>Civil No. 080300644</p> <p>Judge Stephen L. Henzid</p>
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Plaintiff Atlantic Richfield Company ("ARCO"), and Defendant, State of Utah, Department of Natural Resources, Division of Wildlife Resources, ("DWR") jointly moved for declaratory judgment to amend a conservation easement. The motion and accompanying memorandum are supported by the Declaration of Thomas Becker, a wildlife biologist with DWR. Because this Judgment and Order is consistent with the conservation purposes of the conservation easement, and based on the foregoing, the Court issues the following Judgment and Order:

1. The Court finds and concludes that the continued use of the Neoktie and Buzianis pieces for conservation purposes under the Carr Fork Conservation Easement is impossible or impractical.

2. The Court finds and concludes that the Substitute piece provides a greater net benefit to the easement's conservation purposes and that neither ARCO nor the State will receive a financial gain or private benefit from the substitution.

3. The Court finds and concludes that amending the Carr Fork Conservation Easement to facilitate the contemplated property substitution is in the best interest of the parties, the easement, and the conservation values it seeks to protect.

4. The Conservation Easement dated April 11, 1994 is hereby amended. The Conservation Easement now includes the following described real property:

(Lot 1 Conservo Subdivision):

A PARCEL OF LAND LYING WITHIN SECTION 12 & 13,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE &
MERIDIAN, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT WHICH IS S 76° 37' 16" E, A
DISTANCE OF 1,862.31 FT. FROM THE NORTHEAST
CORNER OF SECTION 14 AND RUNNING THENCE S 76° 07'
16" E, A DISTANCE OF 277.24 FT.; THENCE S 11° 48' 03" W,
A DISTANCE OF 637.51 FT.; THENCE S 69° 37' 37" E, A
DISTANCE OF 753.46 FT.; THENCE ALONG THE WEST
LINE OF THE NORTHEAST QUARTER OF SECTION 13, S
00° 42' 08" E, A DISTANCE OF 1,466.22 FT.; THENCE N 76°
09' 52" W, A DISTANCE OF 659.35 FT.; THENCE S 14° 53' 08"
W, A DISTANCE OF 726.13 FT. TO THE POINT OF
BEGINNING.

Approximately 22.9+/- Acres

The Conservation Easement now excludes the following described pieces of real property:

(Buzianis Parcel):

A PARCEL OF LAND LYING WITHIN SECTION 23,
TOWNSHIP 3 SOUGH, RANGE 4 WEST, SALT LAKE BASE
& MERIDIAN, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT WHICH IS 50 FEET NORTH
AND 626.11 FEET EAST OF THE SOUTHWEST CORNER OF
THE NESW, SECTION 23; THENCE NORTH A DISTANCE OF
282 FEET; THENCE EAST A DISTANCE OF 2,006.34 FEET;
THENCE SOUTH A DISTANCE OF 283.18 FEET; THENCE
WEST A DISTANCE OF 2,006.34 FEET TO THE POINT OF
BEGINNING.

Approximately 13.0 Acres

(The Necktie Parcels):

1. A TRACT OF LAND BEGINNING AT A POINT 503
FEET SOUGH AND 52.61 FEET EAST OF THE WEST
QUARTER CORNER OF SECTION 23, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SALT LAKE BASE & MERIDIAN; THENCE
SOUTH A DISTANCE OF 359.36 FEET; THENCE EAST A
DISTANCE OF 300.18 FEET; THENCE N 51° 32' E A
DISTANCE OF 1,271.33 FEET; THENCE N 59° 47' E A
DISTANCE OF 172.81 FEET TO THE EAST-WEST
CENTERLINE OF SECTION 23; THENCE WEST A
DISTANCE OF 626.3 FEET; THENCE S 60° 25' 13" W A
DISTANCE OF 960.45 FEET TO THE POINT OF BEGINNING

Approximately 12.3 acres

2. A TRACT OF LAND IN THE S/2NW OF SECTION 23,
TOWNSHIP 3 SOUGH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN, BEGINNING AT THE SOUTHEAST
CORNER OF THE NORTHWEST QUARTER OF SAID
SECTION; THENCE NORTH A DISTANCE OF 937.0 FEET
ALONG THE EST LINE OF THE NORTHWEST QUARTER;
THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF
THE HIGHWAY A DISTANCE OF 1,783.9 FEET; THENCE
EAST ALONG THE SOUGH LINE OF THE NORTHWEST
QUARTER 1,518.0 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION OF SAID TRACT THAT LIES EAST
OF THE EASTERLY BOUNDARY OF ERICSON ROAD.

Approximately 11.2 Acres

3. THAT PORTION OF LAND IN THE SWNE OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN THAT LIES WEST OF THE WESTERLY BOUNDARY ERICSON ROAD.

Approximately 1.3 Acres

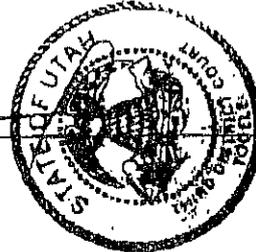
5. The Conservation Easement is also amended to include the following language:

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and the Division may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of the Property under any applicable laws, including Section 170(h)(3) and 501(c)(3) of the Internal Revenue Service Code of 1986. Any such amendment shall be consistent with the conservation purpose of this Easement and shall not affect its perpetual duration and shall not permit any impairment of the significant conservation values of the Property. Any such amendment must be in writing, and signed by both parties, and recorded in the records of the official records of the Tooele County Recorder's office.

So ORDERED this 28 day of August, 2008.

UTAH DISTRICT COURT:

[Signature]
Judge Stephen L. Henrod



APPROVED AS TO CONTENT AND FORM:

[Signature]

Martin B. Bushman
Division of Wildlife Resources

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