

Ent: 342948 - Pg 1 of 61 ✓
Date: 6/14/2010 3:04 PM
Fee: \$165.00 CREDIT CARD
Filed By: LJ
CALLEEN B PESHELL, Recorder
Tooele County Corporation
For: B & D TITLE

When Recorded Return To:
Carl W. Barton
Holland & Hart LLP
60 East South Temple
Suite 2000
Salt Lake City, UT 84111

With Copy To:
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
P.O. Box 144840
Salt Lake City, Utah 84114-4840

With Copy To:
Environmental Protection Agency:
Regional Institutional Control Coordinator, EPR-SR
U.S. Environmental Protection Agency
1595 Wynkoop Street
Denver, CO 80202

ENVIRONMENTAL COVENANT

This Environmental Covenant ("**Environmental Covenant**") is entered into by ARCO Environmental Remediation, L.L.C., a Delaware limited liability company ("**AERL**"), as Owner, and Atlantic Richfield Company, a Delaware corporation ("**Atlantic Richfield**"), as Holder, as the terms Owner and Holder are described below, the Utah Department of Environmental Quality, a department of the State of Utah ("**DEQ**"), and the United States Environmental Protection Agency, an agency of the United States of America ("**EPA**") (each a "**Party**" and collectively, the "**Parties**"), pursuant to Utah Code Ann. §§ 57-25-101 et seq. ("**Act**") and concerns the Property, as defined below. The DEQ and EPA each enter this Environmental Covenant in the capacity of an "**Agency**" as defined in the Act. The DEQ and EPA assume no affirmative obligations through the execution of this Environmental Covenant.

A. Recitals

WHEREAS, this Environmental Covenant affects and relates to the Property, as defined herein;

WHEREAS, Atlantic Richfield conducted certain clean-up activities and made related improvements to the Property (collectively, the "**Clean-up Work**") pursuant to a Unilateral Administrative Order for Removal Activities (Docket No. CERCLA-08-2006-0010) (the "**UAO**") issued by EPA under Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("**CERCLA**"). The Clean-up Work is more particularly described on Exhibit "C" attached hereto. Additional information regarding the Property and the Clean-up Work may be found in the Health Department of Tooele County,

Utah, and in the Administrative Record for the International Smelting and Refining Tooele NPL Site ("Site") located in the offices of EPA, Region VIII located in Denver, Colorado;

WHEREAS, EPA and Atlantic Richfield expect to enter into a Consent Decree in the future that will terminate the provisions of the UAO;

WHEREAS, DEQ and EPA are the agencies with responsibility to oversee the Clean-up Work on the Property;

WHEREAS, the Clean-up Work is an "environmental response project," as defined by the Act;

WHEREAS, as permitted by the Act, Atlantic Richfield desires to subject the Property to the "Owner's Covenants Affecting the Property," set forth in Section 5(a) herein (collectively, the "Covenants"), for the purposes described herein, which Covenants shall burden the Property and bind Owner, its successors and assigns and any subsequent owners of the Property;

WHEREAS, the Property as defined below is subject to a perpetual conservation easement granted pursuant to that certain Conservation Easement recorded on December 27, 1994 as Entry No. 070906 in Book 388 at Page 109-121 of the official records of the Tooele County Recorder, as amended, entered into by Atlantic Richfield Company and the State of Utah by and through its Division of Wildlife Resources (the "Easement").

WHEREAS, this Environmental Covenant is executed and acknowledged for recording as an environmental covenant pursuant to the Act.

NOW, THEREFORE, Atlantic Richfield hereby imposes the Covenants on the Property, and declares that the Property shall hereinafter be bound by, held, sold, and conveyed subject to the requirements, obligations and restrictions set forth in this Environmental Covenant, which shall run with the Property in perpetuity and be binding on Atlantic Richfield and on its successors and assigns and any subsequent owners of all or any portion of or interest in the Property. Atlantic Richfield and all Transferees, as hereinafter defined, shall hereinafter be referred to in this Environmental Covenant as "Holder."

B. Covenant

Now therefore, the Parties agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to the Act.
2. Property. This Environmental Covenant concerns approximately 3,020 acres of certain real property owned by AERL, which is more particularly described on Exhibit "A" hereto (the "Property") and which forms a part of a larger area commonly known as the Site.
3. Owner. AERL, whose mailing address is 515 South Flower Street, Los Angeles, California 90071, is the Owner herein. For informational purposes, the Easement is attached to

this Environmental Covenant as Exhibit "B". Consistent with Section 6 of this Environmental Covenant, the obligations of the Owner are imposed on assigns, successors in interest, including without limitation, future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions is contained in the deed, other conveyance instruments, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof ("Transferee").

4. Holder/Designation. Atlantic Richfield, which is located at 317 Anaconda Road, Butte, Montana 59701, is the Holder herein and is the grantor under the Easement that affects the Property. Except for an assignment undertaken under a governmental reorganization, assignment of an environmental covenant to a new holder is an amendment subject to paragraph 12 below.

5. Activity and Use Limitations. As part of the Clean-up Work described above, the Owner hereby imposes and agrees to implement, administer, and maintain the following activity and use limitations on the Property. In the event the Owner conveys or transfers an interest in the Property or any portion thereof to a Transferee, Owner shall take measures necessary to ensure that the Transferee will implement, administer, and maintain the following activity and use limitations:

(a) Owner's Covenants Affecting the Property. The following Covenants shall burden the Property and are intended to bind Owner and the Owner's successors and assigns and any subsequent owners of the Property and shall control any provisions contained herein that are inconsistent therewith:

(i) Use of the Property. Except as provided in Section 5(a)(ii) below, the Owner shall not take, authorize or allow any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates: (a) the implementation, effectiveness, purposes, or integrity of the Clean-up Work or any future response actions or monitoring and maintenance activities required under any applicable laws or by any federal, state or local governmental entity, (b) any other actions that the EPA or DEQ or Holder deems necessary or advisable to address environmental conditions on or related to the Property; or (c) any activity or action that would constitute a breach or violation of the Easement.

(ii) Future Development Restriction. In addition to the restrictions contained in the Easement, no development or change of land use of any kind on the Property, including, without limitation, grading, other surface disturbance, ground water well drilling, pumping or any action that will alter, disturb or otherwise interfere with the Clean-up Work, shall be permitted or allowed on the Property without Holder's prior written consent. However, no such consent shall be given for any development, use, or activity prohibited by the Easement. Any other development or change of land use shall require approval in accordance with all applicable laws, regulations and requirements of any governmental entity having jurisdiction over the Property. Such approval of Holder shall not be unreasonably withheld, conditioned, or delayed, but shall be subject to such reasonable conditions as Holder shall deem appropriate and shall be subject to the terms

of the Easement. The Owner shall be solely responsible for any additional response action which may be necessary to accommodate future development of the Property. For purposes of this provision, the phrase "additional response action which may be necessary to accommodate future development" shall mean any and all response actions beyond that which Atlantic Richfield is required to implement at the Site under any administrative order or consent decree in the absence of future development. Any such additional response action must be undertaken in accordance with and in a manner consistent with the requirements of the Consent Decree for the Site, as may be amended or supplemented from time to time, and all other environmental laws and other applicable laws;

(iii) Applicable Laws. The Property shall be maintained and managed in accordance with and in a manner consistent with the requirements of the Consent Decree and any applicable judgments, federal, state or local laws, rules, regulations, orders, decrees, or other governmental enforcement actions relating to environmental conditions on the Property;

(iv) Mineral and Water Exploration, Development or Production Restriction. No exploration or mining, milling, processing, drilling, pumping, extraction or any other method of development and/or production of any water, wells, water rights, veins, loads or mineral deposits (including, without limitation, hardrock minerals, sand, gravel, clay, oil and gas and other hydrocarbons, or other similar naturally occurring substances) is permitted on the Property; and

(v) Property Maintenance Covenant. Owner shall keep the Property in good repair, so as to protect and preserve the Clean-up Work. This work includes proper maintenance such that erosion of the cover does not occur.

(b) Notice of Change in Use. Subject to the terms and conditions of the Easement, Owner shall notify the Holder, DEQ and EPA simultaneously when submitting any application to a local government for a building permit or change in land use for the Property. The notice shall contain, at a minimum, a description of the proposed activity, the anticipated commencement and completion dates thereof, and a copy of the application submitted to the local government. Holder, DEQ and EPA shall have the right, but not the obligation, to participate in any hearing, review process or other governmental proceeding that includes construction on, or a change of use of, the Property or any other actions on the Property that may impair or jeopardize the integrity of the Clean-up Work.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and any Transferee during that person's period of control, occupation, or ownership interest, or any period arising thereafter but which results from such control, occupation or ownership interest during such period, and shall run with the land, pursuant to the Act and subject to amendment or termination as set forth herein.

7. Compliance Enforcement.

(a) This Environmental Covenant may be enforced pursuant to the Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the DEQ or EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Holder, DEQ and EPA and their respective agents, contractors, and employees the right of access to the Property for inspection, implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Within thirty (30) days of request, Holder shall submit written documentation to Owner, DEQ and EPA verifying that the activity and use limitations set forth herein remain in place and are being followed.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 200__, IN [DOCUMENT _____, or BOOK _____, PAGE _____].

Owner shall notify Holder in writing at least thirty (30) days in advance of consummation of any such conveyance, including any conveyance of any easement or right of way burdening all or any portion of the Property. Holder shall disclose in writing the nature of the Clean-up Work performed on the Property and the terms of this Environmental Covenant to any Transferee of any interest in the Property or a portion thereof. For purposes of this Section 10 the conveyance of a security interest in the Property shall not be deemed subject to the notice requirements set forth herein. Owner shall notify Holder, DEQ, and EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed, or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred. If Owner and DEQ enter into any agreement with respect to the reimbursement of any costs relating to this Environmental Covenant, such agreement shall survive such conveyance of the Property.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

(a) that Owner is the sole owner of the Property;

(b) that Owner holds fee simple title to the Property, subject only to the interest or exceptions set forth on Exhibit "D" hereto; and

(c) that Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Act.

13. Effective Date/Severability/Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Tooele County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected, diminished, or impaired. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

14. Recordation and Distribution of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Holder shall file this Environmental Covenant for recording in the same manner as a deed to the Property, with the Tooele County Recorder's Office. Holder shall also distribute a file-stamped and date-stamped copy of the recorded version of this Environmental Covenant to: Owner, EPA and DEQ.

15. Notice. Unless otherwise notified in writing by or on behalf of the current owner, EPA, DEQ or Holder, any document or communication required by this Environmental Covenant shall be submitted to:

If to Owner:

Charles T. Stilwell
ARCO Environmental Remediation, L.L.C.
317 Anaconda Road
Butte, Montana 59701
Fax # 406-563-8269

with a copy to:

Nathan Block
BP America Inc.
Legal Department
501 Westlake Park Boulevard
Houston, TX 77079

If to Holder:

Charles T. Stilwell
Atlantic Richfield Company
317 Anaconda Road
Butte, Montana 59701
Fax # 406-563-8269

with a copy to:

Nathan Block
BP America Inc.
Legal Department
501 Westlake Park Boulevard
Houston, TX 77079

If to DEQ:

Utah Department of Environmental Quality
Division of Environmental Response and Remediation
Attn: Tony Howes, CERCLA Branch IS&R Project Manager
P.O. Box 144840
Salt Lake City, Utah 84114-4840
Fax # 801-536-4242

If to EPA:

Regional Institutional Control Coordinator, EPR-SR
U.S. EPA
1595 Wynkoop Street
Denver, CO 80202

Any such document or communication shall be delivered via prepaid United States certified mail, return receipt requested, facsimile or nationally recognized overnight courier and provide receipt of delivery. Such document or communication shall be deemed effective upon receipt or refusal of receipt.

16. Governmental Immunity. In executing this Environmental Covenant, DEQ and EPA do not waive governmental immunity afforded to them by applicable law.

Owner for itself and its successors, assigns, and Transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah, its agencies, successors, departments, agents, and employees ("State") 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 sections 57-25-109 and 57-25-110 of the Utah Code Ann. 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 Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

17. Limitations on Liability. Except as provided otherwise herein, Holder shall not incur any liability under state law or otherwise solely by virtue of being a holder under this Environmental Covenant.

18. Payment of DEQ's Costs. To the extent reimbursement is not provided by EPA, Holder shall reimburse DEQ in full for all reasonable costs incurred by DEQ and related to the activities contemplated in this Environmental Covenant which require review, inspection, involvement, or otherwise incur costs for DEQ in accordance with the fee schedule approved by the legislature.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

HOLDER:

ATLANTIC RICHFIELD COMPANY
A Delaware Corporation

By: *Robin Bullock*
Name: *Robin Bullock*
Its: *Portfolio Manager*

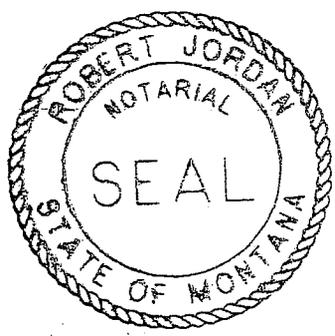
State of ~~Alaska~~ Montana)
: ss.
County of Silver Bow)

Before me, a notary public, in and for said county and state, personally appeared *Robin Bullock*, a duly authorized representative of Atlantic Richfield Company, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of Atlantic Richfield Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this *28th* day of *April*, 20*10*

Robert Jordan
Notary Public

Expires : August 8, 2013
State of Montana



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

The United States Environmental Protection Agency authorized representative identified below hereby approves the foregoing Environmental Covenant.

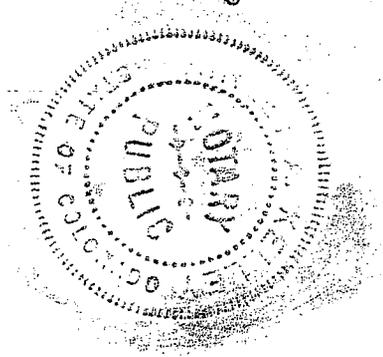
Bill Murray

Bill Murray, Director
Superfund Remedial Response Program
Office of Ecosystems Protection and Remediation
U.S. Environmental Protection Agency, Region VIII

Date 5/10/10

STATE OF Colorado
County of Denver :ss.

Before me, a notary public, in and for said county and state, personally appeared Bill Murray, an authorized representative of the United States Environmental Protection Agency, who acknowledged to me that he/she did execute the foregoing instrument this 10th day of May, 2010



Shirley A. Kelley
Notary Public
My Commission expires:

Exhibit "A"
Legal Description of the Property
Pine Canyon Conservation Area

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

Township 3 South, Range 3 West, Salt Lake Meridian

- Section 7: Lot 4, [✓]SESW, [✓]S/2SE, [✓]S/2NESE 3-2-6
- Section 18: All [✓] 3-3-2
- Section 19: [✓]Lots 1-4, [✓]E/2W/2, [✓]NE, [✓]N/2SE 3-3-3 + 3-3-8
- Section 30: [✓]Lot 5 3-4-5

Township 3 South, Range 4 West, Salt Lake Meridian

- Section 12: [✓]SE, [✓]Lot 1 [✓]Conservo Minor Subdivision (part) 17-36-1, 3-18-6
- Section 13: [✓]E/2, [✓]E/2SW, [✓]SWSW, [✓]Lot 1 [✓]Conservo Minor Subdivision (part) 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. 3-19-1, 3-19-3, 3-19-8
- Section 14: [✓]S/2SW, [✓]SWSE 3-20-1
- Section 23: [✓]NESE 3-31-10, 3-31-7

✓ **ALSO:** a tract in the 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 the point of beginning.

✓ **Less and except:** that portion which lies west of the easterly boundary of Ericson Road.

✓ **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 the point of beginning. **Less and except:** that portion within the SWNE that lies westerly of the easterly boundary line of Ericson Road.

✓ **ALSO:** E/2NE **Less and except:** a tract beginning at a point S89°25'W 1032 feet from 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.

Section 24: ✓ Lot 1, ✓ NW, ✓ N/2NE, ✓ SWSE, ✓ SESW, ✓ S/2NE, ✓ N/2S/2. ✓ Less and except: ✓ a 100 foot wide strip for highway. 3-33-1

Exhibit "B"
Conservation Easement

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.

(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

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.

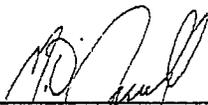
(d) Successors. The covenants, terms, conditions, Easement and restrictions of this Easement are intended to be a burden upon and shall run with the Property in perpetuity. Each and every one of the benefits and burdens of this Easement shall be binding upon, and inure to the benefit of, the Division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

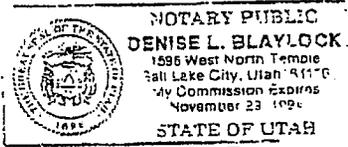
The foregoing instrument was acknowledged before me on the 29TH day of APRIL, 1994, by Michael O'Donnell, the Attorney-in-Fact of Atlantic Richfield Company on behalf of said corporation.

Angie D. 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:
11-23-94

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 8/24/95  By: Robert G. Valentine
 Title: Manager, Environmental Remediation Assessments Title: Director, Division of Wildlife Resources
Atlantic Richfield Company

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

By: 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

Exhibit "C"
Description of the Clean-up Work

Significant reclamation within the Conservation Area took place in 1986, with additional smaller actions completed since, culminating in the final Removal Action in 2006-2007. Remedial construction included placement of clean soil cap over impacted areas, reshaping of the surface for storm runoff control, installation of drainage control structures and revegetation of disturbed areas. Full construction detail is available in the 2006 Conservation Area Removal Action Final Construction Closure/Pollution Report (AECL, 2007).

Exhibit "D"
Title Exceptions

ALFA Commitment Schedule B II

SCHEDULE B - SECTION II

EXCEPTIONS

T-24104

The copy of policies to be issued will contain exceptions to the following unless any of these exceptions are dispensed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing here by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records, Proceedings by a Public Agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpaid mineral claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters expressed under (a), (b) or (c) are shown on the Public Records.
6. Any lien or right in a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes of the year 2009 are now due, not yet due.
 Taxes of the year 2011 were state assessed and paid in the amount of \$285.02.
 Under State Serial No. 98-033-0-0043
 Encompassing Tobeke County Property Tax Serial Nos.:
 03-032-0-0008
 03-009-0-0002
 Taxes of the year 2008 were state assessed and paid in the amount of \$527.36
 Under State Serial No. 98-000-0-0078
 Encompassing Tobeke County Property Tax Serial Nos.:
 03-004-0-0005
 Taxes of the year 2008 were exempt as in Tobeke County Property Tax Serial No.
 08-003-0-0007.
8. Said property is situated within the boundaries of the Tobeke County Mosquito Abatement District and is subject to assessment thereof. Said assessment is current at this time.

9. Said property is situated within the boundaries of the North Tooele County Fire Protection District and is subject to assessment thereof. Said assessment is current at this time.
10. Subject to right, title and interest of Kennecott Mining Corporation and Kennecott Corporation as disclosed in that certain deed recorded in Book 254, at pages 660-719. (affects Sections 23 and 24)
11. Subject to right, title and interest in and to that certain Option Agreement record in Book 91, at pages 354-369 and pages 370-383. (affects Section 12).
12. Reservation and conditions as disclosed in the patents from the United States of America and the State of Utah as recorded in the following Books and Pages, all in Township 3 South, Range 3 West, Salt Lake Base and Meridian.
- No. 1403, No. 1/68, 3-K/153 (all in Section 7)
 No. 1408, No. 1/65, No. 1/73, No. 1/84, No. 1/145, 3-C/404, No. 1/67, 3-L/585-6 (all in Section 18)
 BB/498-9, No. 1/84, No. 1/111, 3-C/176, 3-J/10, No. 1/151 (affect Section 19)
 3-J/11 (Section 30)
 3-Z/161 (Section 12)
 Z/268, No. 1/73, 3-J/18, 3-J/321 (Section 13)
 No. 1/134, No. 1/46, No. 1/161, 3-E/504, No. 1/61, No. 1/134 (Section 23)
 No. 1/46 (Section 14)
13. The perpetual right, privilege and easement of operating its smelter, at or near (the mouth of Pine Canyon) and of discharging therefrom gases, fumes, smoke and any other substances as may be emitted therefrom without incurring liability to the first parties, as granted by Easement recorded in the following Books and Pages and any and all subsequent Notices of Interest:
- 3-K/467-471, B/475, B/501 (all in Section 7)
 B/431, B/484, B/499, B/500 (Section 18)
 B/482, B/394, B/406, B/407, B/482, B/495, B/500, C/141, 106/413-4, 106/425-6 (Section 19)
 B/394, B/395 (Section 30)
 3-K/467-471, B/500, 3-C/391, B/394, B/480, B/482, B/506 (Section 23)
 B/498, B/506 (Section 14)
- No examination is hereby made to the present ownership of said easement, notice or claim, or other documents pertaining thereto.
14. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: John A. Bevan and Letitia M. Bevan (wife)
 Grantee: The Telluride Power Company, a Colorado corporation
 Purpose: The right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a double line of pole or other supports.
 Dated: September 2, 1907
 Recorded: September 3, 1908
 Entry No.: 138690
 Book/Page: A/187
 Location: The North half of the Northeast quarter of Section 16, Township 3 South, Range 3 West, Salt Lake Meridian.

Schedule B-II
(continued)

T-24104

15. **EASEMENT**
 Grantor: John A. Bevan and Latitia M Bevan, his wife and John A. Bevan, Jr. and Annie E. Bevan, his wife
 Grantee: International Smelting Company, a corporation
 Purpose: June 24, 1916
 Dated: June 26, 1916
 Recorded: 151318
 Entry No.: C/44-5
 Book/Page: Section 23
 Location:
16. Reservations contained in that certain Patent, recorded June 28, 1922 as Entry No. 167978, in Book 3-M, at Page 408, or Official Records, and reads in part as follows: Also subject to any and all easements and rights of way that now burden said land or exists upon the same, including all public roads, rights of way for power lines, pipe lines and the like, and all irrigation ditches now upon said land. Said grantee agrees for himself, his heirs, personal representatives and assigns that the land hereinabove conveyed shall never be used for grazing purposes, and that this shall be a covenant running with the land. (Sections 7 and 13)
17. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: Ettie Whitehouse
 Grantee: Wasatch Gas Co., a Utah corporation
 Purpose: To lay, maintain, operate and remove pipe lines with the right of ingress and egress to and from said right of way, over and through the following described tract of land.
 Dated: September 3, 1929
 Recorded: September 30, 1929
 Entry No.: 186049
 Book/Page: 3-Q/588
 Location: Section 13
18. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: Lyman A. McBride and Ida P. McBride, his wife, and Robt. H. Smith and Janet Smith, his wife
 Grantee: Wasatch Gas Co., a Utah corporation
 Purpose: To lay, maintain, operate and remove pipe lines with the right of ingress and egress to and from said right of way, over and through the following described tract of land.
 Dated: September 3, 1929
 Recorded: September 30, 1929
 Entry No.: 186050
 Book/Page: 3-Q/588
 Location: Section 13

Schedule B-II
(continued)

T-24104

19. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Warren Grover McBride, and Zella McBride, his wife
 Grantee: Wasatch Gas Co., a Utah corporation
 Purpose: To lay, maintain, operate and remove pipe lines with the right of ingress and egress to and from said right of way, over and through the following described tract of land.
 Dated: September 9, 1929
 Recorded: September 30, 1929
 Entry No.: 186056
 Book/Page: 3-Q/591
 Location: Section 13
20. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Elijah O. Spray and Jessie Spray, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: August 28, 1929
 Recorded: September 30, 1929
 Entry No.: 186048
 Book/Page: 3-Q/587
 Location: Section 23
21. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: George W. Smith and Mabel Smith, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: August 28, 1929
 Recorded: September 30, 1929
 Entry No.: 186047
 Book/Page: 3-Q/587
 Location: Section 23
22. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: T. O. Spray and Jane M. Spray, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: August 24, 1929
 Recorded: September 30, 1929
 Entry No.: 186046
 Book/Page: 3-Q/586
 Location: Section 23

Schedule B-II
(continued)

T-24104

23. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: F. F. Haffenreffer and L. Maude Haffenreffer, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas-transmission and distribution facilities through and across the above.
 Dated: November 1, 1929
 Recorded: November 18, 1929
 Entry No.: 186547
 Book/Page: E/312-313
 Location: Section 13
24. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: F. F. Haffenreffer and L. Maude Haffenreffer, his wife
 Grantee: Utah Apex Mining Company
 Dated: February 15, 1937
 Recorded: February 25, 1937
 Entry No.: 205967
 Book/Page: 3-U/480-1
 Location: Section 7
- The said Utah Apex Mining Company agrees for itself, its successors and assigns that the land hereinabove conveyed shall never be used for grazing purposes, and that this shall be a covenant running with the land.
25. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Eli Edson Bevan, Sadie Shields Bevan
 Grantee: State Road Commission of Utah
 Purpose: Right of way for highway known as F.A.S. Project No. 14
 Dated: December 13, 1937
 Recorded: February 1, 1938
 Entry No.: 208492
 Book/Page: 3-Y/118
 Location: Section 13
26. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: T. O. Spray, an unmarried man
 Grantee: State Road Commission of Utah
 Purpose: Right of way for highway known as F.A.S. Project No. 14
 Dated: December 13, 1937
 Recorded: February 1, 1938
 Entry No.: 208494
 Book/Page: 3-Y/118-9
 Location: Section 13

Schedule B-II
(continued)

T-24104

27. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: E. O. Spray & Jessie Spray, his wife
 Grantee: State Road Commission of Utah
 Purpose: Right of way for highway known as F.A.S. Project No. 14
 Dated: January 3, 1938
 Recorded: February 1, 1938
 Entry No.: 208491
 Book/Page: 3-Y/121-2
 Location: Section 13
28. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Tooele Valley Railway Company, a corporation
 Purpose: To construct, maintain and operate a railroad, together with necessary
 cuts, fills, telegraph and telephone poles and wires.
 Dated: January 31, 1938
 Recorded: March 1, 1938
 Entry No.: 208576
 Book/Page: 3-Y/133-4
 Location: Section 13
29. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company
 Grantee: Tooele Valley Railway Company
 Purpose: A perpetual easement and right of way to construct, maintain and
 operate a railroad, together with necessary cuts, fills, telegraph and
 telephone poles and wires.
 Entry No.: 208576 & 208155
 Book/Page: 3-Y/133-4 & 205
 Location: Section 23
30. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: State Road Commission of Utah
 Purpose: A right of way for highway known as F.A.S. Project No. 14 across the
 grantor's land.
 Dated: February 1, 1938
 Recorded: March 5, 1938
 Entry No.: 208589
 Book/Page: 3-Y/140
 Location: Section 15 & 19
31. QUIT-CLAIM DEED OF TRUST
 Grantor: National Tunnel & Mining Company
 Grantee: Tooele Valley Railway Company, a corporation
 Dated: May 18, 1938
 Recorded: June 20, 1938
 Entry No.: 208156
 Book/Page: 3-Y/206

Location: Section 13

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Schedule B-II
(continued)

T-24104

32. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company
 Grantee: State Road Commission of Utah
 Purpose: A right of way for highway known as F.A.S. Project No. 14 across the grantor's land.
 Dated: May 19, 1938
 Recorded: June 25, 1938
 Entry No.: 209181 & 209190
 Book/Page: 3-Y/210-211
 Location: Sections 13 & 19
33. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Edson Bevan and Sadie Bevan, his wife
 Grantee: International Building Association, a corporation of Utah.
 Purpose: Grantee desires to construct a ditch across the land owned by Grantors and located in the S ¼ of NW ¼ of Section 23, T. 3 S., R. 4 W., S. L. B. & M, Tooele County, Utah; and the Grantors are willing to grant to Grantee a right and option to purchase, in addition to the fifty (50) foot strip, all the land of Grantors lying Northerly of said fifty (50) foot strip.
 Dated: December 23, 1939
 Recorded: December 23, 1939
 Entry No.: 211693
 Book/Page: E/506-7
 Location: Sections 23
34. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Tooele County, a municipal corporation of the State of Utah
 Purpose: For the purpose of constructing and maintaining a county road thereon.
 Dated: September 24, 1941
 Recorded: November 5, 1941
 Entry No.: 214574
 Book/Page: 3-Z/202-3
 Location: Section 13
35. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a Montana corporation
 Grantee: Tooele County, a municipal corporation of the State of Utah
 Purpose: Right-of-way for a public highway
 Dated: August 30, 1943
 Recorded: September 8, 1943
 Entry No.: 217586
 Book/Page: 3-Z/612
 Location: Section 18

The property hereby conveyed shall revert to the grantor, its successors and assigns whenever the same shall cease to be used as a public highway.

Schedule B-1
(continued)

T-24104

36. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Anaconda Copper Mining Company, a Corporation of the State of Montana
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 23, 1952
 Recorded: April 29, 1952
 Entry No.: 231582 & 231583
 Book/Page: F/411-3
 Location: Section 13
37. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 7, 1952
 Recorded: April 29, 1952
 Entry No.:
 Book/Page: F/414
 Location: Section 14
38. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 7, 1952
 Recorded: April 29, 1952
 Entry No.: 231584 & 231587
 Book/Page: F/413, 415-6
 Location: Section 13
39. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Tooele Valley Railway Company, a corporation of the State of Utah
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 22, 1952
 Recorded: April 29, 1952
 Entry No.: 231586
 Book/Page: F/414-5
 Location: Section 13

Schedule B-II
(continued)

T-24104

40. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of the State of Montana
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: March 2, 1954
 Recorded: March 23, 1954
 Entry No.: 236038
 Book/Page: G/34
 Location: Section 23
41. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: The Middle Canyon Irrigation Company of Tooele County, Utah
 Grantee: Utah Water and Power Board
 Purpose: Easement for Water System
 Dated: April 29, 1955
 Recorded: April 21, 1955
 Entry No.: 257822
 Book/Page: 24/560 and 16/214-5
 Location: Sections 13, 14 and 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian
42. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: May 12, 1965
 Recorded: June 2, 1965
 Entry No.: 274880
 Book/Page: 59/562-5
 Location: Section 18
43. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: The Anaconda Company
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: August 9, 1967
 Recorded:
 Entry No.:
 Book/Page: 77/490
 Location: Section 13

Schedule B-1
(continued)

T-24104

44. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of the State of Montana
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: October 16, 1967
 Recorded: March 30, 1968
 Entry No.:
 Book/Page: 77/488
 Location: Section 23
45. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Frank T. Summers and Lorraine T. Summers
 Grantee: Mountain States Telephone and Telegraph Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: April 29, 1969
 Recorded: July 1, 1969
 Entry No.:
 Book/Page: 87/558
 Location: Section 23
46. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: K & K Properties
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: January 8, 1972
 Recorded: February 3, 1972
 Entry No.: 296155
 Book/Page: 109/369-370
 Location: Section 13
47. The effect of the 1969 Farmland Assessment Act, wherein there is a five year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in use of all or part of eligible land, by reason of that certain Annual Application for Assessment and Taxation of Agricultural Land dated October 1, 1973, and recorded October 16, 1973, as Entry No. 302271, in Book 124, at Page 313-314 of Official Records.
48. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: The Anaconda Company
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: December 13, 1974
 Recorded: November 10, 1976
 Entry No.: 315675

Book/Page: 144/495
Location: Section 19

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Schedule B-II
(continued)

T-24104

49. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: The Anaconda Company
 Grantee: Mountain States Telephone and Telegraph Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: February 16, 1977
 Recorded: April 12, 1977
 Entry No.: 317719
 Book/Page: 147/583-8
 Location: Section 19 & 23
50. BOUNDARY LINE AGREEMENT
 Grantor: The Anaconda Company, a Montana corporation and New Mingham Mary Mining Company, a Utah corporation
 Grantee: Kennecott Copper Corporation, a New York corporation
 Purpose: Establishing vertical boundary lines
 Dated: November 29, 1973
 Recorded: December 14, 1979
 Entry No.: 335027
 Book/Page: 178/73-156
 Location: Sections 19, 24 & 30
51. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Atlantic Richfield Company
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: December 10, 1982
 Recorded: January 24, 1983
 Entry No.: 354535
 Book/Page: 207/642-6
 Location: Sections 7, 18 & 19
52. Subject to 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, as stated in that Certain Conservation Easement recorded December 27, 1994 as Entry No. 070906.
53. Subject to 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, as stated in that certain Conservation Easement recorded December 27, 1994 as Entry No. 070906.
54. Subject to a Grazing Lease made effective February 14, 1992 granted to Gus and Louis Buzlanis, dba G & L Ranch for grazing rights, as stated in that certain Conservation Easement recorded December 27, 1994, as Entry No. 070906.

Schedule B-II
(continued)

T-24104

55. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Atlantic Richfield Company, a Delaware corporation
 Grantee: State of Utah, acting through its Division of Wildlife Resources
 Purpose: Preservation, protection, or enhancement of land in its natural, scenic, or open space condition.
 Dated: April 29, 1984
 Recorded: December 27, 1984
 Entry No.: 070906
 Book/Page: 388/109-121
 Location: All Sections (Also affects Section 24 not in our report.)
56. The ARCO Environmental vesting as shown is subject to recording to Power of Attorney for Atlantic Richfield to Robert E. Robertson and from Ch-Twenty Inc. to Patrick J. Brophy to make last two conveyances to get to ARCO Environmental flow in the chain of title.
81. EASEMENT 322317
 As to Sections 7, 18,

NOTE: The following names were checked for tax liens and judgments in the Tooele County Records and Courts and none were found of record except those listed above.

NOTE: Any loss or damage resulting from claims made against the insured title based upon operation of federal bankruptcy state insolvency or similar creditors rights laws.

NOTE: A minimum Cancellation Fee of \$200.00 will be due and payable if no Title Policy is issued following receipt of this report. Said Cancellation Fee, when paid will be applied as a credit toward the premium charges on the Title Insurance Policy issued in connection with this Commitment within six (6) months of the date of this Commitment.

Tooele Title Company would like to thank you for letting us serve you. If you have any questions regarding this file please contact the following personnel at 435-862-1120:

Title Examiner/Officer: Jerry Houghton

Escrow Officer: Alison McCoy

T-24104

Exhibit "A"

(Legal Description)

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

Township 3 South, Range 3 West, Salt Lake Meridian

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

Section 18: All

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

Section 30: Lot 5

Township 3 South, Range 4 West, Salt Lake Meridian

Section 12: SE, Lot 1 Conservo Minor Subdivision (part)

Section 13: E/2, E/2SW, SWSW, Lot 1 Conservo Minor Subdivision (part) 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 the 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 the point of beginning. Less and except: that portion which lies west of the easterly boundary of Ericson Road.

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; West 3960 feet to the point of beginning. Less and except: that portion within the SWNE that lies westerly of the easterly boundary line of Ericson Road.

ALSO: E/2NE Less and except: a tract beginning at a point S89°25'W 1082 feet from 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.

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

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ALTA Commitment Schedule B II

SCHEDULE B - SECTION II**EXCEPTIONS**

T-24104

The policy or policies to be issued will contain exceptions to the following unless any of these exceptions are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes of the year 2009 are now a lien, not yet due.
Taxes of the year 2008 were state assessed and paid in the amount of \$585.02.
~~Under State Serial No: 98-000-0-0043~~
Encompassing Tooele County Property Tax Serial Nos.:
03-002-0-0006
03-003-0-0002
03-019-0-0008 Subject to the affect of this parcel being incorrect described on the Record of Assessment by the Utah State Tax Commission

Taxes of the year 2008 were state assessed and paid in the amount of \$597.35
Under State Serial No. 98-000-0-0078
Encompassing Tooele County Property Tax Serial Nos.:
03-003-0-0003
03-004-0-0005
03-018-0-0006
03-019-0-0001
03-019-0-0003
03-020-0-0001
03-031-0-0006
03-031-0-0007
03-031-0-0010
03-033-0-0001

Schedule B-II
(continued)

T-24104

Taxes of the year 2008 were exempt as to Tooele County Property Tax Serial No. 03-003-0-0007.

Taxes of the year 2008 were paid in the amount of \$3,250.72.
Under Tooele County Property Tax No. 03-033-0-0005

8. Said property is situated within the boundaries of the Tooele County Mosquito Abatement District and is subject to assessment thereof. Said assessment is current at this time.
9. Said property is situated within the boundaries of the North Tooele County Fire Protection District and is subject to assessment thereof. Said assessment is current at this time.
10. Subject to right, title and interest of Kennecott Mining Corporation and Kennecott Corporation as disclosed in that certain deed recorded in Book 254, at pages 660-719. (affects Sections 23 and 24)
11. Subject to right, title and interest in and to that certain Option Agreement record in Book 91, at pages 354-369 and pages 370-383. (affects Section 12).
12. Reservation and conditions as disclosed in the patents from the United States of America and the State of Utah as recorded in the following Books and Pages, all in Township 3 South, Range 3 West, Salt Lake Base and Meridian.
- No. 1/403, No. 1/68, 3-K/153 (all in Section 7)
No. 1/408, No. 1/68, No. 1/73, No. 1/84, No. 1/145, 3-C/404, No. 1/67, 3-L/585-6 (all in Section 18)
BB/498-9, No. 1/84, No. 1/111, 3-C/176, 3-J/10, No. 1/151 (affect Section 19)
3-J/11 (Section 30)
3-Z/161 (Section 12)
Z/268, No. 1/73, 3-J/18, 3-J/321 (Section 13)
No. 1/134, No. 1/46, No. 1/161, 3-E/504, No. 1/61, No. 1/134 (Section 23)
No. 1/46 (Section 14)

13. The perpetual right, privilege and easement of operating its smelter at or near (the mouth of Pine Canyon) and of discharging therefrom gases, fumes, smoke and any other substances as may be emitted therefrom without incurring liability to the first parties, as granted by Easement recorded in the following Books and Pages and any and all subsequent Notices of Interest:

3-K/467-471, B/475, B/501 (all in Section 7)
B/431, B/484, B/499, B/500 (Section 18)
B/482, B/394, B/406, B/407, B/482, B/495, B/500, C/141, 106/413-4, 106/425-6 (Section 19)
B/394, B/395 (Section 30)
3-K/467-471, B/500, 3-C/391, B/394, B/480, B/482, B/506 (Section 23)
B/498, B/506 (Section 14)

No examination is hereby made to the present ownership of said easement, notice or claim, or other documents pertaining thereto.

Schedule B-II
(continued)

T-24104

14. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: John A. Bevan and Letitia M. Bevan (wife)
 Grantee: The Telluride Power Company, a Colorado corporation
 Purpose: The right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a double line of pole or other supports.
 Dated: September 2, 1907
 Recorded: September 3, 1909
 Entry No.: 136690
 Book/Page: A/187
 Location: The North half of the Northeast quarter of Section 18, Township 3 South, Range 3 West, Salt Lake Meridian.
15. **EASEMENT**
 Grantor: John A. Bevan and Letitia M. Bevan, his wife and John A. Bevan, Jr. and Annie E. Bevan, his wife
 Grantee: International Smelting Company, a corporation
 Purpose:
 Dated: June 24, 1916
 Recorded: June 26, 1916
 Entry No.: 151318
 Book/Page: C/144-5
 Location: Section 23
16. Reservations contained in that certain Patent, recorded June 28, 1922 as Entry No. 167978, in Book 3-M, at Page 408, or Official Records, and reads in part as follows: Also subject to any and all easements and rights of way that now burden said land or exists upon the same, including all public roads, rights of way for power lines, pipe lines and the like, and all irrigation ditches now upon said land. Said grantee agrees for himself, his heirs, personal representatives and assigns that the land hereinabove conveyed shall never be used for grazing purposes, and that this shall be a covenant running with the land. (Sections 7 and 13)
17. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: Ettie Whitehouse
 Grantee: Wasatch Gas Co., a Utah corporation
 Purpose: To lay, maintain, operate and remove pipe lines with the right of ingress and egress to and from said right of way, over and through the following described tract of land.
 Dated: September 3, 1929
 Recorded: September 30, 1929
 Entry No.: 186049
 Book/Page: 3-Q/588
 Location: Section 13

Schedule B-II
(continued)

T-24104

18. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Lyman A. McBride and Ida P. McBride, his wife, and Robt. H. Smith and Janet Smith, his wife
 Grantee: Wasatch Gas Co., a Utah corporation
 Purpose: To lay, maintain, operate and remove pipe lines with the right of ingress and egress to and from said right of way, over and through the following described tract of land.
 Dated: September 3, 1929
 Recorded: September 30, 1929
 Entry No.: 186050
 Book/Page: 3-Q/588
 Location: Section 13
19. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Warren Grover McBride, and Zella McBride, his wife
 Grantee: Wasatch Gas Co., a Utah corporation
 Purpose: To lay, maintain, operate and remove pipe lines with the right of ingress and egress to and from said right of way, over and through the following described tract of land.
 Dated: September 9, 1929
 Recorded: September 30, 1929
 Entry No.: 186056
 Book/Page: 3-Q/591
 Location: Section 13
20. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Elijah O. Spray and Jessie Spray, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: August 28, 1929
 Recorded: September 30, 1929
 Entry No.: 186048
 Book/Page: 3-Q/587
 Location: Section 23
21. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: George W. Smith and Mabel Smith, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: August 28, 1929
 Recorded: September 30, 1929
 Entry No.: 186047
 Book/Page: 3-Q/587
 Location: Section 23

Schedule B-II
(continued)

T-24104

22. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: T. O. Spray and Jane M. Spray, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: August 24, 1929
 Recorded: September 30, 1929
 Entry No.: 186046
 Book/Page: 3-Q/586
 Location: Section 23
23. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: F. F. Haffenreffer and L. Maude Haffenreffer, his wife
 Grantee: Wasatch Gas Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: November 1, 1929
 Recorded: November 18, 1929
 Entry No.: 186547
 Book/Page: E/312-313
 Location: Section 13
24. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: F. F. Haffenreffer and L. Maude Haffenreffer, his wife
 Grantee: Utah Apex Mining Company
 Dated: February 15, 1937
 Recorded: February 25, 1937
 Entry No.: 205967
 Book/Page: 3-U/480-1
 Location: Section 7

The said Utah Apex Mining Company agrees for itself, its successors and assigns that the land hereinabove conveyed shall never be used for grazing purposes, and that this shall be a covenant running with the land.

25. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: Eli Edison Bevan, Sadie Shields Bevan
 Grantee: State Road Commission of Utah
 Purpose: Right of way for highway known as F.A.S. Project No. 14
 Dated: December 13, 1937
 Recorded: February 1, 1938
 Entry No.: 208492
 Book/Page: 3-Y/118
 Location: Section 13

Schedule B-II
(continued)

T-24104

26. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: T. O. Spray, an unmarried man
 Grantee: State Road Commission of Utah
 Purpose: Right of way for highway known as F.A.S. Project No. 14
 Dated: December 13, 1937
 Recorded: February 1, 1938
 Entry No.: 208494
 Book/Page: 3-Y/118-9
 Location: Section 13
27. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: E. O. Spray & Jessie Spray, his wife
 Grantee: State Road Commission of Utah
 Purpose: Right of way for highway known as F.A.S. Project No. 14
 Dated: January 3, 1938
 Recorded: February 1, 1938
 Entry No.: 208491
 Book/Page: 3-Y/121-2
 Location: Section 13
28. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Tooele Valley Railway Company, a corporation
 Purpose: To construct, maintain and operate a railroad, together with necessary cuts, fills, telegraph and telephone poles and wires.
 Dated: January 31, 1938
 Recorded: March 1, 1938
 Entry No.: 208576
 Book/Page: 3-Y/133-4
 Location: Section 13
-
29. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company
 Grantee: Tooele Valley Railway Company
 Purpose: A perpetual easement and right of way to construct, maintain and operate a railroad, together with necessary cuts, fills, telegraph and telephone poles and wires.
 Entry No.: 208576 & 209155
 Book/Page: 3-Y/133-4 & 205
 Location: Section 23
30. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: State Road Commission of Utah
 Purpose: A right of way for highway known as F.A.S. Project No. 14 across the grantor's land.
 Dated: February 1, 1938
 Recorded: March 3, 1938
 Entry No.: 208589
 Book/Page: 3-Y/140
 Location: Section 13 & 19

Schedule B-II
(continued)

T-24104

31. QUIT-CLAIM DEED OF TRUST
 Grantor: National Tunnel & Mining Company
 Grantee: Tooele Valley Railway Company, a corporation
 Dated: May 18, 1938
 Recorded: June 20, 1938
 Entry No.: 209156
 Book/Page: 3-Y/206
 Location: Section 13
32. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company
 Grantee: State Road Commission of Utah
 Purpose: A right of way for highway known as F.A.S. Project No. 14 across the grantor's land.
 Dated: May 19, 1938
 Recorded: June 25, 1938
 Entry No.: 209181 & 209190
 Book/Page: 3-Y/210-211
 Location: Sections 13 & 19
33. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Edson Bevan and Sadie Bevan, his wife
 Grantee: International Building Association, a corporation of Utah
 Purpose: Grantee desires to construct a ditch across the land owned by Grantors and located in the S ½ of NW ¼ of Section 23, T. 3 S., R. 4 W., S. L. B. & M, Tooele County, Utah; and the Grantors are willing to grant to Grantee a right and option to purchase, in addition to the fifty (50) foot strip, all the land of Grantors lying Northerly of said fifty (50) foot strip.
 Dated: December 23, 1939
 Recorded: December 23, 1939
 Entry No.: 211693
 Book/Page: E/506-7
 Location: Sections 23.
-
34. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Tooele County, a municipal corporation of the State of Utah
 Purpose: For the purpose of constructing and maintaining a county road thereon.
 Dated: September 24, 1941
 Recorded: November 5, 1941
 Entry No.: 214574
 Book/Page: 3-Z/202-3
 Location: Section 13

Schedule B-II
(continued)

T-24104

35. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: International Smelting and Refining Company, a Montana corporation
 Grantee: Tooele County, a municipal corporation of the State of Utah
 Purpose: Right-of-way for a public highway
 Dated: August 30, 1943
 Recorded: September 8, 1943
 Entry No.: 217586
 Book/Page: 3-Z/612
 Location: Section 18

The property hereby conveyed shall revert to the grantor, its successors and assigns whenever the same shall cease to be used as a public highway.

36. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: Anaconda Copper Mining Company, a Corporation of the State of Montana
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 23, 1952
 Recorded: April 29, 1952
 Entry No.: 231582 & 231583
 Book/Page: F/411-3
 Location: Section 13

37. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 7, 1952
 Recorded: April 29, 1952
 Entry No.: 231586
 Book/Page: F/414
 Location: Section 14

38. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: International Smelting and Refining Company
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 7, 1952
 Recorded: April 29, 1952
 Entry No.: 231584 & 231587
 Book/Page: F/413, 415-6
 Location: Section 13

Schedule B-II
(continued)

T-24104

39. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Tooele Valley Railway Company, a corporation of the State of Utah
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: April 22, 1952
 Recorded: April 29, 1952
 Entry No.: 231586
 Book/Page: F/414-5
 Location: Section 13
40. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of the State of Montana
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: March 2, 1954
 Recorded: March 23, 1954
 Entry No.: 236038
 Book/Page: G/34
 Location: Section 23
41. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: The Middle Canyon Irrigation Company of Tooele County, Utah
 Grantee: Utah Water and Power Board
 Purpose: Easement for Water System
 Dated: April 29, 1955
 Recorded: April 21, 1961
 Entry No.: 257622
 Book/Page: 24/560 and 16/214-5
 Location: Sections 13, 14 and 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian
42. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: International Smelting and Refining Company, a corporation of Montana
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: May 12, 1965
 Recorded: June 2, 1965
 Entry No.: 274680
 Book/Page: 59/562-5
 Location: Section 18

Schedule B-II
(continued)

T-24104

43. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: The Anaconda Company
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: August 9, 1967
 Recorded: January 9, 1968
 Entry No.: 282934
 Book/Page: 77/490
 Location: Section 13
44. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: International Smelting and Refining Company, a corporation of the State of Montana
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: October 16, 1967
 Recorded: January 9, 1968
 Entry No.: 282932
 Book/Page: 77/488
 Location: Section 23
45. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: Frank T. Summers and Lorraine T. Summers
 Grantee: Mountain States Telephone and Telegraph Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: April 29, 1969
 Recorded: July 1, 1969
 Entry No.: 287332
 Book/Page: 87/558
 Location: Section 23
46. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
 Grantor: K & K Properties
 Grantee: Mountain Fuel Supply Company
 Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the above.
 Dated: January 9, 1972
 Recorded: February 3, 1972
 Entry No.: 296165
 Book/Page: 109/369-370
 Location: Section 13
47. The effect of the 1969 Farmland Assessment Act, wherein there is a five year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in use of all or part of eligible land, by reason of that certain Annual Application for Assessment and Taxation of Agricultural Land dated October 1, 1973, and recorded October 16, 1973, as Entry No. 302271, in Book 124, at Page 313-314 of Official Records.

Schedule B-II
(continued)

T-24104

48. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: The Anaconda Company
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: December 13, 1974
 Recorded: November 10, 1976
 Entry No.: 315675
 Book/Page: 144/495
 Location: Section 19
49. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: The Anaconda Company
 Grantee: Mountain States Telephone and Telegraph Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: February 16, 1977
 Recorded: April 12, 1977
 Entry No.: 317719
 Book/Page: 147/563-8
 Location: Section 19 & 23
50. BOUNDARY LINE AGREEMENT
 Grantor: The Anaconda Company, a Montana corporation and New Mingham Mary Mining Company, a Utah corporation
 Grantee: Kennecott Copper Corporation, a New York corporation
 Purpose: Establishing vertical boundary lines
 Dated: November 29, 1973
 Recorded: December 14, 1979
 Entry No.: 335027
 Book/Page: 178/73-156
 Location: Sections 19, 24 & 30
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51. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Atlantic Richfield Company
 Grantee: Utah Power and Light Company
 Purpose: To construct, operate, maintain and remove such communication and other facilities upon, over, under and across the above.
 Dated: December 10, 1982
 Recorded: January 24, 1983
 Entry No.: 354533
 Book/Page: 207/642-6
 Location: Sections 7, 18 & 19
52. Subject to 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, as stated in that Certain Conservation Easement recorded December 27, 1994 as Entry No. 070906.

Schedule B-II
(continued)

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53. Subject to 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, as stated in that certain Conservation Easement recorded December 27, 1994 as Entry No. 070906.
54. Subject to a Grazing Lease made effective February 14, 1992 granted to Gus and Louis Buzianis, dba G & L Ranch for grazing rights, as stated in that certain Conservation Easement recorded December 27, 1994, as Entry No. 070906.
55. EASEMENT AND CONDITIONS CONTAINED THEREIN:
 Grantor: Atlantic Richfield Company, a Delaware corporation
 Grantee: State of Utah, acting through its Division of Wildlife Resources
 Purpose: Preservation, protection, or enhancement of land in its natural, scenic, or open space condition.
 Dated: April 29, 1994.
 Recorded: December 27, 1994
 Entry No.: 070906
 Book/Page: 388/109-121
 Location: All Sections
56. The ARCO Environmental vesting as shown is subject to recording to Power of Attorney for Atlantic Richfield to Robert E. Robertson and from Ch-Twenty Inc. to Patrick J. Brophy to make last two conveyances to get to ARCO Environmental flow in the chain of title.
57. AMENDMENT TO CONSERVATION EASEMENT
 Dated: August 28, 2008
 Recorded: March 17, 2009
 Entry No.: 322317
58. RECORD OF SURVEY PLAT LINCOLN CULINARY WATER ASSOCIATION
 Recorded: July 20, 2009
 Entry No.: 329557

As to Sections 12, 13

59. Subject to a Patent from the United States of America being issued and placed on record to complete the chain of title for the Southeast Quarter of Section 12, Township 3 South, Range 4 West, Salt Lake Base and Meridian.
60. Subject to the affect of Assignment, Conveyance and Bill of Sale recorded June 4, 1997, as Entry No. 97386 not being abstracted to all described parcels.
61. Subject to the affect of Assignment, Conveyance and Bill of Sale recorded June 27, 1997, as Entry No. 98120 not being abstracted to all described parcels.
62. Subject to Tooele Title Company receiving a copy of the plat or survey of Conservo Minor Subdivision for review to determine location, ownership and if additional exceptions will be required.
63. Subject to easements, rights of ways, building setbacks and notes as may be disclosed on the plat of said subdivision.

Schedule B-II
(continued)

T-24104

NOTE: The following names were checked for tax liens and judgments in the Tooele County Records and Courts and none were found of record except those listed above.

ARCO ENVIRONMENTAL REMEDIATION, L.L.C.

TOOELE COUNTY CORPORATION

ATLANTIC RICHFIELD COMPANY

NOTE: Any loss or damage resulting from claims made against the insured title based upon operation of federal bankruptcy state insolvency or similar creditors rights laws.

NOTE: A minimum **Cancellation Fee** of \$200.00 will be due and payable if no Title Policy is issued following receipt of this report. Said **Cancellation Fee**, when paid will be applied as a credit toward the premium charges on the Title Insurance Policy issued in connection with this Commitment within six (6) months of the date of this Commitment.

Tooele Title Company would like to thank you for letting us serve you. If you have any questions regarding this file please contact the following personnel at 435-882-1120:

Title Examiner/Officer: Jerry Houghton

Escrow Officer: Alison McCoy