

CONVEYANCE AND ENVIRONMENTAL COVENANT AGREEMENT Recorder
Tooele County Corporation
For: B & D TITLE CO

THIS CONVEYANCE AND ENVIRONMENTAL COVENANT AGREEMENT (the "Agreement") is made and entered into as of the 4th day of May, 2010, by and between Atlantic Richfield Company, a Delaware corporation ("AR"), and Zions Farm, L.C., a Utah limited liability company ("ZFC"), and this Agreement is executed in connection with the following facts:

RECITALS:

A. AR owns certain real property located in Tooele County, Utah, and more particularly described on Exhibit "A" hereto (the "AR Property").

B. AR desires to convey the AR Property to ZFC on the terms and conditions set forth herein.

C. ZFC currently owns certain other real property that requires certain maintenance, which is located in Tooele County, Utah, and is more particularly described on Exhibit "B" hereto (the "ZFC Property").

C. In exchange for AR's conveyance of the AR Property, ZFC is also willing to enter into the Environmental Covenant (defined in Paragraph 2 below) and perform certain monitoring and maintenance of the ZFC Property on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AR and ZFC hereby agree as follows:

1. Conveyance of the AR Property. Concurrently with the execution and delivery of this Agreement and of the Environmental Covenant, AR shall convey title to the AR Property to ZFC pursuant to that certain Quit Claim Deed attached hereto as Exhibit "C" (the "Deed").

2. Title/Title Insurance and Condition of AR Property.

- (a) AR makes no representation or warranty of any nature with respect to the title to the AR Property.
- (b) AR has procured a title commitment dated March 12, 2010 (Commitment No. 16519) from B&D Title Co. of Tooele on behalf of Ticor Title Insurance Company (the "Title Company") naming ZFC as the proposed insured and committing to insure title to the AR Property in ZFC following conveyance of the AR Property to ZFC pursuant to this Agreement, subject only to the terms and conditions set forth therein (the "Title Commitment"). ZFC has reviewed the Title Commitment and is satisfied therewith. Concurrently with execution of this Agreement, AR shall pay the Title Company the insurance premium specified in the Title Commitment and cause the Title Company to issue to ZFC a title policy in accordance with the Title Commitment. ZFC hereby agrees that it (i) shall look solely to the title policy for any claims of any

nature relating to title to the AR Property, and (ii) releases and covenants not to sue AR for any title matters concerning the AR Property, whether known or unknown as of the date of this Agreement.

- (c) AR makes no representation or warranty of any nature with respect to the physical or environmental condition of the AR Property.
- (d) By accepting the Deed, ZFC agrees and acknowledges that it has inspected the AR Property to its satisfaction and accepts the AR Property in its current as-is, where-is, with-all-faults condition.

3. Environmental Covenant. Concurrently with the execution and delivery of this Agreement, AR, as holder, and ZFC, as owner, shall enter into that certain Environmental Covenant attached hereto as Exhibit "D" and shall immediately and jointly cause the Utah Department of Environmental Quality, a department of the State of Utah, and the United States Environmental Protection Agency, an agency of the United States of America to enter into the Environmental Covenant.

4. Inconsistency with Deed and/or Environmental Covenant. In the event of any inconsistency between the terms of this Agreement and those of the Deed or between those of this Agreement and those in the Environmental Covenant, the terms of the Deed and/or the terms of the Environmental Covenant shall control and supersede the terms of this Agreement.

5. Amendment. This Agreement may be amended or terminated in a writing executed by AR and ZFC.

6. Effective Date/Severability/Governing Law. The effective date of this Agreement shall be the date first set forth above. If any provision of this Agreement 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 Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

7. Successors and Assigns. All provisions of this Agreement shall be binding on and shall inure to the benefit of AR and ZFC and their respective successors and assigns.

8. Waiver. No failure by any party to insist on the strict performance of any covenant or duty of this Agreement, or to exercise any right or remedy consequent on a breach of this Agreement, shall constitute a waiver of any such breach or any other covenant or duty. Any party may, but shall be under no obligation to, waive any of its rights or remedies or any conditions to its obligations under this Agreement. No waiver shall affect or alter the remainder of this Agreement, but each other covenant, duty, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

9. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that such individual has been duly authorized to deliver this Agreement in the capacity and for the entity set forth where such individual signs.

10. Attorneys' Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. This Section 10 shall survive the execution of this Agreement.

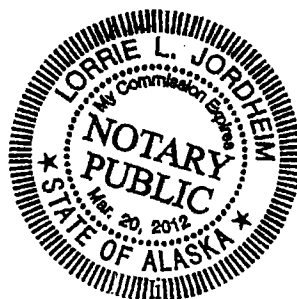
11. Miscellaneous. This Agreement and the exhibits hereto constitute the entire agreement between the parties. Venue on any action arising out of this Agreement shall be proper only in the District Court of Tooele County, State of Utah. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on all matters arising out of this Agreement. Time is of the essence of each provision of this Agreement. Signatures on this Agreement delivered by facsimile or electronic mail shall be deemed originals for all purposes.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original as against any party whose signature appears on them, all of which together shall constitute a single instrument. Any signature page of this Agreement may be detached from any other counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Atlantic Richfield Company,
a Delaware corporation

By: [Signature]
Name: Robin Bullcock
Title: Vice President



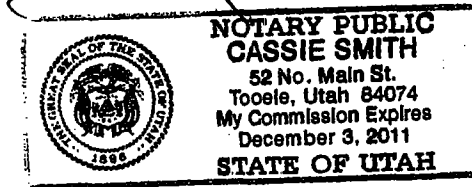
ACKNOWLEDGMENT

State of Alaska
County of 3rd Judicial District
On this 14th day of May, 2010, Robin Bullcock
personally appeared before me,
☒ who is personally known to me,
whose identity I verified on the basis of _____
whose identity I verified on the oath/affirmation of _____
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that
he/she signed it [Signature]
My Commission Expires: 3-20-12 Notary Signature _____

ZIONS FARM, L.C.,
a Utah limited liability company

By: Tom L. Buzianis
Name: Tom L. Buzianis
Title: Manager

*Before not personally appeared Tom L. Buzianis
an authorized representative of Zions Farm L.C.
on May 10, 2010.*



LIST OF EXHIBITS

Exhibit "A"	Legal Description of AR Property
Exhibit "B"	Legal Description of ZFC Property
Exhibit "C"	Quit Claim Deed
Exhibit "D"	Environmental Covenant

EXHIBIT "A"

Legal Description of AR Property

BEGINNING AT A POINT N00°02'20"W, 50.00 FEET AND S89°47'14"E, 626.11 FEET FROM THE CENTER OF THE SOUTHWEST QUARTER OF SECTION 23, T3S, R4W, S.L.B.&M., TOOELE COUNTY, UTAH (SAID POINT LIES ON THE NORTH RIGHT-OF-WAY LINE OF THE TOOELE COUNTY ROAD KNOWN AS "SMELTER HIGHWAY" SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE LOWRY PROPERTY.

THENCE N00°22'18"W ALONG THE EAST LINE OF THE LOWRY PROPERTY A DISTANCE OF 282.00 FEET TO A POINT ON THE SOUTH LINE OF THE ZION PROPERTY; THENCE S89°49'14"E ALONG THE SOUTH LINE OF THE ZION PROPERTY A DISTANCE OF 702.55 FEET TO A POINT ON THE LINE BETWEEN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SAID SECTION 23; THENCE S89°49'12"E CONTINUING ALONG THE SOUTH LINE OF THE ZION PROPERTY A DISTANCE OF 1322.22 FEET TO A POINT ON THE NORTH-SOUTH RUNNING CENTERLINE OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE S00°01'41"E ALONG SAID LINE A DISTANCE OF 283.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SMELTER HIGHWAY; THENCE N89°47'15"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF SMELTER HIGHWAY A DISTANCE OF 1322.01 FEET TO THE POINT OF INTERSECTION BETWEEN THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY AND THE LINE BETWEEN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SAID SECTION 23; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SMELTER HIGHWAY N89°47'14"W A DISTANCE OF 701.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED.

PARCEL CONTAINS More or less 13.129 ACRES.

3-31-6



EXHIBIT "B"

Legal Description of ZFC Property

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, NORTHWEST QUARTER OF SECTION 25, AND SOUTHWEST QUARTER OF SECTION 24 ALL WITHIN T3S, R4W, S.L.M., TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, T3S, R4W, S.L.M.; THENCE N58°18'34"E 1499.56 FEET TO THE NORTHEAST CORNER OF PARCEL NO. 1 AND POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

THENCE S01°06'26"W 132.70 FEET; THENCE S50°00'34"W 824.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2525.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 447.61 FEET THROUGH A CENTRAL ANGLE OF 10°09'25" AND A LONG CHORD BEARING OF S55°05'17"W 447.02 FEET; THENCE S60°09'59"W 933.98 FEET; THENCE S60°24'10"W 94.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 765.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 792.40 FEET THROUGH A CENTRAL ANGLE OF 59°20'52" AND A LONG CHORD BEARING OF N89°55'24"W 757.44 FEET; THENCE N60°14'58"W 91.94 FEET; THENCE N28°43'58"E 100.02 FEET; THENCE S60°14'58"E 93.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 665.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 688.82 FEET THROUGH A CENTRAL ANGLE OF 59°20'52" AND A LONG CHORD BEARING OF S89°55'24"E 658.43 FEET; THENCE N60°24'10"E 94.22 FEET; THENCE N60°09'59"E 933.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2425.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 429.88 FEET THROUGH A CENTRAL ANGLE OF 10°09'25" AND A LONG CHORD BEARING OF N55°05'17"E 429.32 FEET; THENCE N50°00'34"E 912.18 FEET TO THE POINT OF BEGINNING. CONTAINS 7.27 ACRES, MORE OR LESS.

3-32-8

EXHIBIT "C"

Quit Claim Deed

When recorded, please return to:

QUIT CLAIM DEED

Atlantic Richfield Company, a Delaware corporation, as Grantor, hereby QUIT CLAIMS to Zions Farm, L.C., a Utah limited liability company, as Grantee, for the sum of TEN DOLLARS (\$10.00), or other good and valuable consideration, all of Grantors' right, title, and interest in the following described real property located in Tooele County, State of Utah, without any representations or warranties of any kind with respect to the condition of or title to such real property:

See Exhibit "A" hereto.

Tax Serial No. 03-031-0-0006

DATED as of the 14th day of May, 2010.

Atlantic Richfield Company,
a Delaware corporation

By: [Signature]
Name: Robin Bullock
Its: Vice President

STATE OF Alaska)

COUNTY OF 3rd Judicial District ss.

On the 24th day of May, 2010, personally appeared before me Robin Bullock, the Vice President of Atlantic Richfield Company., a Delaware corporation, who duly acknowledged to me that he/she executed the same on behalf of such corporation.

Lorrie Jordiem

NOTARY PUBLIC

Residing at: Anchorage, AK

My commission expires:
3-2012

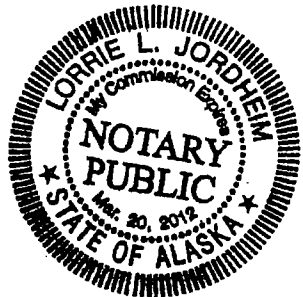


EXHIBIT "D"

Environmental Covenant

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 Zions Farm, L.C., a Utah limited liability company ("Owner"), Atlantic Richfield Company, a Delaware corporation ("Holder"), 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 described in Section B.2 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, Holder 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 Response Activities (Docket No. CERCLA-08-2005-0001) (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 Site and the Clean-up Work may be found in the Health Department of Tooele County, Utah, and in the

Administrative Record for the Site located in the offices of EPA, Region VIII located in Denver, Colorado;

WHEREAS, EPA and Holder 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, Owner desires to subject the Property to the "Owner's Covenants Affecting the Property, set forth in Section 6(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, Owner and Holder desire to be bound by obligations specific to them as set forth in Exhibit "B" hereto;

WHEREAS, Owner desires that Holder be designated a "holder" of the Covenants (as defined in §57-25-102(6) of the Act), with all the rights set forth in this Environmental Covenant; and

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

NOW, THEREFORE, Owner 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 Owner and on its successors and assigns and any subsequent owners of all or any portion of or interest in the Property. Owner and all Transferees, as hereinafter defined, shall hereinafter be referred to in this Environmental Covenant as "Owner."

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 7.27 acres of certain real property owned by the Owner, located in Tooele County, Utah, which is more particularly described on Exhibit "A" hereto (the "Property") and which forms a part of a larger area commonly known as the Tooele Valley Railroad Grade Site.

3. Owner. Owner, which is located at PO Box 716, Tooele City, Utah 84074, is the owner of the Property in fee simple. Consistent with Section 7 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. Holder is located at 317 Anaconda Road, Butte, Montana 59701 and is the holder of this Environmental Covenant. Notwithstanding the foregoing, Holder shall have the right to designate one or more persons to act on its behalf under this Environmental Covenant, which designation shall: (a) be in writing; (b) refer to this Environmental Covenant; and (c) be duly recorded in the Tooele County, Utah, real property records, and following such designation Holder shall notify Owner, DEQ and EPA regarding the same.

5. Monitoring and Maintenance Work. The Clean-up Work will require monitoring and maintenance in order to ensure the long-term integrity of such Clean-up Work. The responsibilities of Owner for monitoring and maintenance are set forth in Section 6 "Activity and Use Limitations, Owner's Covenants Affecting the Property" below. In addition, Holder shall perform the following monitoring and maintenance work:

Holder shall conduct surveillance and maintenance activities. Holder shall coordinate inspections in accordance with the Long Term Operation and Maintenance Plan ("LTO&M") and shall repair remedial feature damage as needed. Holder shall prepare, revise, and implement the LTO&M for areas where waste has been remediated in-place. Holder's operation and maintenance duties also include complying with reporting requirements and maintaining records pertaining to the Site, as required by applicable law.

Holder shall be permitted to access the Property (as provided in Section 9 and Exhibit B below) in order to perform the monitoring and maintenance work.

6. 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 6(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, or (b) any other actions that the EPA, DEQ, or Holder deems necessary or advisable to address environmental conditions on or related to the Property;

(ii) Future Development Restriction. 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. Any 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. 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 Tooele Valley Railroad Grade 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) Structures. The Owner shall: (a) maintain the integrity of the existing rock revetment and drainage control structures, (b) ensure that the drainage control structures, rock revetment and vegetation cover are free of debris or other material, and (c) take reasonable measures to ensure that the drainage control structures and vegetation are not damaged or destroyed;

(v) Noxious Weeds. Owner shall take such steps as may be reasonably necessary to control noxious or other weeds on the Property in accordance with applicable laws;

(vi) 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

(vii) Property Maintenance Covenant. Owner shall keep the Property (including without limitation the drainage control structures, rock revetment and vegetation) 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. Owner shall notify Holder, EPA and the DEQ 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 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.

7. 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.

8. 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 the EPA from exercising any authority under applicable law.

(b) In addition to any other remedies available at law or in equity, including, without limitation, those remedies set forth in §57-25-111 of the Act, Holder and its representatives may enforce the terms of this Environmental Covenant by filing suit in district court to: (i) enjoin actual or threatened violations; (ii) seek specific performance; and/or (iii) seek such other legal or equitable relief as may be appropriate in the circumstances. Holder shall be entitled to recover from Owner and/or Transferees any legal fees and costs incurred in any such proceedings, provided that in no event shall the foregoing be deemed to obligate DEQ to reimburse Holder for such fees and costs.

9. Rights of Access. Owner hereby grants to the 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. The Owner also grants access to the Holder, as described in Exhibit B hereto.

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

11. 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. Owner 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 11 the conveyance of a security interest in the Property shall not be deemed subject to the notice requirements set forth herein. Owner shall notify the 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 Holder 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.

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

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

14. 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.

15. 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: DEQ, EPA, and Owner.

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

If to DEQ:

Utah Department of Environmental Quality
Division of Environmental Response and Remediation
Attention 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

If to Owner:

Zions Farm, L.C.
PO Box 716
Tooele, UT. 84074

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

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.

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

The Owner for itself and its successors, assigns, and Transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah, 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.

18. 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.

19. Payment of DEQ's Costs. To the extent reimbursement is not provided by EPA, the Holder shall reimburse the 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 the DEQ in accordance with the fee schedule approved by the legislature.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

OWNER:

Zions Farm, L.C.,
a Utah Limited Liability Company

By: Tom L. Buzianis
Name: Tom L. Buzianis
Its: Manager

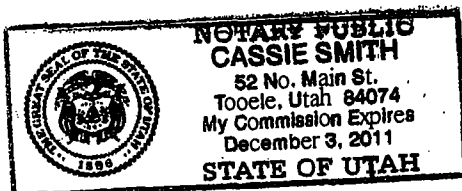
Date 5-10-10

State of Utah)
County of San Juan : ss.

Before me, a notary public, in and for said county and state, personally appeared Tom L. Buzianis, a duly authorized representative of Zions Farm, L.C., a Utah Limited Liability Company, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Zions Farm, L.C.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 10 day of May, 2010

C. Smith
Notary Public



HOLDER:
ATLANTIC RICHFIELD COMPANY,
a Delaware corporation

By: *Robin Bullock*
Name: Robin Bullock
Its: Vice President

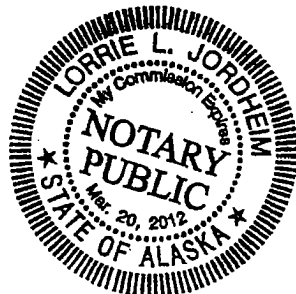
Date May 14, 2010

State of Alaska
County of 3rd Judicial District : SS.
West

Before me, a notary public, in and for said county and state, personally appeared Robin Bullock, a duly authorized representative of Atlantic Richfield Company, a Delaware corporation, 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 14th day of May, 2010.

Lorrie L. Jordheim
Notary Public



UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

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

By: Brent H. Everett
 Name: Brent H. Everett

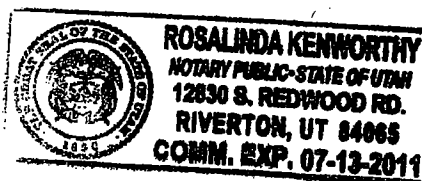
21 January 2010
 Date

Title: Director, Division of Environmental Response and Remediation
 Utah Department of Environmental Quality

STATE OF UTAH)
 : ss.
 County of Salt Lake)

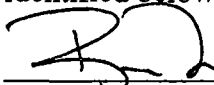
Before me, a notary public, in and for said county and state, personally appeared Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, who acknowledged to me that he did execute the foregoing instrument this 21st day of January, 2010.

Rosalinda Kenworthy
 Notary Public
 My Commission expires: 7/13/2011



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

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



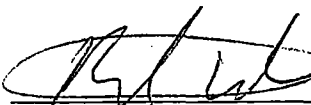
Bill Murray, Director

Date 7/15/10

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

STATE OF CO)
 :ss.
County of Denver)

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 15 day of July, 2010.



Notary Public

My Commission expires: 1-15-12

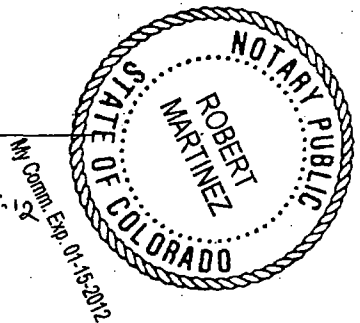


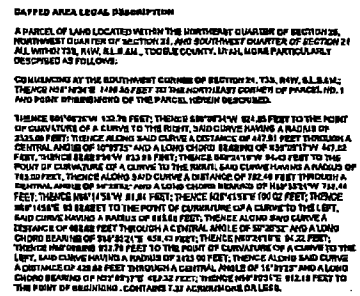
Exhibit A
CAPPED AREA LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, NORTHWEST QUARTER OF SECTION 25, AND SOUTHWEST QUARTER OF SECTION 24 ALL WITHIN T3S, R4W, S.L.M., TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, T3S, R4W, S.L.M.; THENCE N58°18'34"E 1499.56 FEET TO THE NORTHEAST CORNER OF PARCEL NO. 1 AND POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

THENCE S01°06'26"W 132.70 FEET; THENCE S50°00'34"W 824.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2525.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 447.61 FEET THROUGH A CENTRAL ANGLE OF 10°09'25" AND A LONG CHORD BEARING OF S55°05'17"W 447.02 FEET; THENCE S60°09'59"W 933.98 FEET; THENCE S60°24'10"W 94.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 765.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 792.40 FEET THROUGH A CENTRAL ANGLE OF 59°20'52" AND A LONG CHORD BEARING OF N89°55'24"W 757.44 FEET; THENCE N60°14'58"W 91.94 FEET; THENCE N28°43'58"E 100.02 FEET; THENCE S60°14'58"E 93.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 665.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 688.82 FEET THROUGH A CENTRAL ANGLE OF 59°20'52" AND A LONG CHORD BEARING OF S89°55'24"E 658.43 FEET; THENCE N60°24'10"E 94.22 FEET; THENCE N60°09'59"E 933.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2425.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 429.88 FEET THROUGH A CENTRAL ANGLE OF 10°09'25" AND A LONG CHORD BEARING OF N55°05'17"E 429.32 FEET; THENCE N50°00'34"E 912.18 FEET TO THE POINT OF BEGINNING. CONTAINS 7.27 ACRES, MORE OR LESS.


3-33-4
3-35-15
3-35-6



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF ATLANTIC RICHFIELD COMPANY, 317 ANACONDA ROAD, BUTTE, MT. 59701 AND SHALL NOT BE COPIED, REDUCED, OR REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

General Notes			
No.	Revision/Comments	Date	

**ATLANTIC RICHFIELD
COMPANY**


ANDERSON
 ENGINEERING COMPANY, INC.
1075 South 2100 South
Salt Lake City, Utah
84115-1075

DESIGN BY: RDC
ENGINEER:
APPROVED:

**CAPPED AREA
LEGAL
DESCRIPTION**

TOOELE, UTAH

Project: 92-003 Plan: 15-JAN-92 Title: AS SHOWN	Sheet <div style="font-size: 2em; font-weight: bold;">C-1</div>
--	--

Exhibit "B"

Covenants Between the Holder and the Owner and the Owner's Successors and Assigns and Any Subsequent Owners of the Property

The Holder and the Owner for itself and its successors and assigns agree to the following Covenants which shall also burden the Property (described in the foregoing Exhibit "A") and are intended to bind Owner and the Owner's successors and assigns and any subsequent owners of the Property:

1. Compliance Enforcement. in addition to any other remedies available at law or in equity, including, without limitation, those remedies set forth in §57-25-111 of the Act, Holder and its representatives may enforce the terms of this Environmental Covenant (including the Covenants) by filing suit in a court of competent jurisdiction in the State of Utah to: (i) enjoin actual or threatened violations; (ii) seek specific performance; and/or (iii) seek such other legal or equitable relief as may be appropriate in the circumstances. Holder shall be entitled to recover from Owner and/or Transferees any legal fees and costs incurred in any such proceedings, provided that in no event shall the foregoing be deemed to obligate EPA or the DEQ to reimburse Holder or the Owner and/or Transferees for such fees and costs.

2. Access. Holder and its employees, agents, representatives and contractors, shall have the right of access to the Property at reasonable times with prior notice to Owner (written or oral) for the purposes of: (a) monitoring compliance with the terms and provisions of the Covenants; (b) conducting any necessary or advisable investigation, monitoring, maintenance and/or sampling activities with respect to the Property; and (c) conducting any environmental response actions on the Property that Holder, DEQ, or EPA may deem necessary or advisable to address environmental conditions on the Property. Nothing in this Environmental Covenant shall unpair any other authority Holder, DEQ, and EPA may otherwise have to enter, inspect and perform response actions on the Property. Upon completion of any activities on the Property, to the extent reasonably practical, the Holder shall return the Property to substantially the same condition it was prior to such entry, provided that such condition is not inconsistent with any response, monitoring and maintenance or other activities performed on the Property.

3. Indemnification of Owner. Holder agrees to indemnify and hold harmless Owner from any and all third-party actions, claims, demands, liabilities, losses, damages or expenses, including damage to the Property, which may be imposed on or incurred by Owner as a result of Holder's negligent, reckless or willful acts or omissions relating to the Property, except to the extent that such actions, claims, demands, liabilities, losses, damages or expenses result from the negligent, reckless or willful acts or omissions of Owner.

4. Release and Covenant Not to Sue. Owner, for itself and any Transferees, hereby fully and irrevocably releases and covenants not to sue Holder and its predecessors and successors (whether by merger, consolidation or otherwise) and their respective affiliates, shareholders, members, managers, officers, directors, agents, representatives, contractors, insurers, employees, contractors and assigns for any of the following:

(a) Any private cost recovery suit, contribution action, or any other action under environmental laws or the common law arising out of or related to: (i) any environmental conditions on, about, beneath, from or related to the Property, and (ii) unplementation of any Clean-up Work and/or land use controls, other applicable government orders or any requirements of the applicable regulatory or permitting authority related to the environmental conditions on, about, beneath or related to the Property; and

(b) Any and all claims, causes of action or liabilities that it may now have or hereafter acquire against such individuals or entities for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the following: (i) the use, operation, development or disposition of the Property, (ii) any information provided or disclosed to Owner by Holder relating to the Property, or (iii) the presence of hazardous materials and/or waste on, at, under, near or associated with the Property.

Provided, however, that in the event any action, claim or suit is asserted against Owner relating to the environmental conditions that are addressed by this Environmental Covenant, Owner's release and covenant not to sue shall be void as to all alleged liability asserted against Owner in such action, claim or suit.

Exhibit "C"
Extension Area Work Description

The Tooele Valley Railroad (TVRR) was constructed in 1909 to connect the Union Pacific and Western Pacific lines at Warner, Utah (west of Tooele City) to the IS&R smelter—a distance of approximately 7 miles. The rail route headed eastbound from the Warner siding, running through town to the mouth of Middle Canyon. Shortly beyond Middle Canyon, the rail route split with the upper track servicing the upper eastern part of the smelter and the lower track going to the lower west area of the facility. The TVRR discontinued operation in 1981. Shortly thereafter, the track was removed and the underlying property deeded to adjacent landowners. Clean-up Work to address hazards related to residual waste material was completed in 2005. On two areas along the corridor, waste was left in place and capped with clean soil.

During the Clean-up Work a portion of the rail grade surface (Station 42+50 to Station 74+18, 3,168 ft) was capped with 12 inches of clean soil, side slopes graded and rock revetment placed. Prior to cover placement the existing surface was graded to facilitate a cover of consistent depth and to provide for managed drainage. Subsequent to cap installation, all disturbed areas were prepared and seeded with native grasses. Full construction details are available in the Tooele Valley Railroad Construction Completion Report.

Exhibit "D"
Title Exceptions

ALTA Commitment Schedule B II

SCHEDULE B - SECTION II**EXCEPTIONS**

T-24117

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 this 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 paid in the amount of \$5.19.
Serial No. 03-033-0-0004

Taxes of the year 2008 were paid in the amount of \$5.09.
Serial No. 03-034-0-0004

Taxes of the year 2008 were paid in the amount of \$6.19.
Serial No. 03-035-0-0015

Taxes of the year 2008 were paid in the amount of \$8.82.
Serial No. 03-033-0-0002

Taxes of the year 2008 were paid in the amount of \$28.88.
Serial No. 03-034-0-0002

Taxes of the year 2008 were paid in the amount of \$28.83.
Serial No. 03-035-0-0006

Schedule B-II
(continued)

T-24117

8. Said property is situated within the boundaries of the Tooele County Taxing District 10, and is subject to assessment thereof. Said assessment is current at this time. (As to Parcels 03-033-0-0004, 03-035-0-0015 and 03-033-0-0002.)
9. Said property is situated within the boundaries of the Tooele County Taxing District 19, and is subject to assessment thereof. Said assessment is current at this time. (As to Parcels 03-034-0-0004, 03-034-0-0002 and 03-035-0-0006.)
10. Rights of way for roads, ditches, canals, transmission lines, pipe lines, telecommunication lines, fiber optics and utilities over, under, and across said property.
11. 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. (As to Parcels 03-033-0-0004, 03-035-0-0015 and 03-033-0-0002.)
12. 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.
13. Said property is subject to collection fees and assessments by the Tooele County Landfill. (833-9520)
14. Reservations 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: 3E/504, No. 1/42, and No. 1/452.
15. The perpetual right, privilege, and easement of operating its smelter at or near the mouth of Pine Canyon and of discharging gases, fumes, smoke and any other substances as may be emitted without incurring liabilities to the first parties as granted to Utah Consolidated Mining Company, and subsequent easements, notice of claims of interest by various documents of record affecting said easement, Recorded in Book B, page 461-2 of Liens and Leases, Book B, page 482-3 of Liens and Leases, Book E, page 133-4 of Bonds and Agreements, Book E, page 134 of Bonds and Agreements, Book 3K, page 467-71 of Deeds, and subsequent Notices of Interests recorded as Entry Nos. 285081, 295189, and 296225, recorded in the office of the Tooele County Recorder.

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

16. POLE LINE EASEMENT

Grantor:	Chas. R. McBride and wife
Grantee:	Utah Power & Light Company
Dated:	October 3, 1926
Recorded:	September 5, 1930
Entry No.:	188845
Book/Page:	C/464-465 (Misc.)
Location/Purpose:	See Document

Schedule B-II
(continued)

T-24117

17. Subject to reservations contained in that certain Quit Claim Deed:
- | | |
|------------|--------------------|
| Grantor: | The State of Utah |
| Grantee: | Mary Buzianis |
| Dated: | April 3, 1953 |
| Recorded: | September 15, 1954 |
| Entry No.: | 237852 |
| Book/Page: | 4F/363 |
18. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
- | | |
|--------------|----------------------------|
| Trustor: | Gus D. Buzianis |
| Trustee: | Associated Title Company |
| Beneficiary: | Zions Credit Corporation |
| Amount: | \$60,184.56, plus interest |
| Dated: | April 25, 1989 |
| Recorded: | May 31, 1989 |
| Entry No.: | 026891 |
| Book/Page: | 287/671-6 |
19. 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 recorded August 21, 2003 as Entry No. 208576 of Tooele County Records.
20. The effect of the 1959 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 recorded August 15, 2005 as Entry No. 245115 of Tooele County Records.
21. EASEMENT
- | | |
|------------|---|
| Grantor: | G & L Partnership |
| Grantee: | PacifiCorp, an Oregon corporation, dba Utah Power & Light Company |
| Dated: | February 27, 1990 |
| Recorded: | March 9, 1990 |
| Entry No.: | 032818 |
| Book/Page: | 300/285-6 |
22. Subject to the lack of access to a public dedicated road.

Schedule B-II
(continued)

T-24117

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.

ZIONS FARM, L.C.

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 436-882-1120:

Title Examiner/Officer Jeny Houghton

Escrow Officer: Allison McCoy