

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Jones Waldo
Attention: Blake Terry
170 S. Main Street, Suite 1500
Salt Lake City UT 84101

13170997
1/15/2020 2:42:00 PM \$40.00
Book - 10885 Pg - 3328-3335
RASHELLE HOBBS
Recorder, Salt Lake County, UT
STEWART TITLE INS AGCY OF UT
BY: eCASH, DEPUTY - EF 8 P.

For Information Purposes Only:
Tax Parcel Nos. 22-03-404-001-0000

[Space Above This Line For Recorder's Use]

QUITCLAIM DEED, BILL OF SALE AND RESTRICTIVE COVENANT

Tesoro Wasatch, L.L.C. ("Grantor"), whose address is ATTN: Real Estate, 539 South Main St., Findlay, Ohio 45840, hereby QUITCLAIMS to Wind River Petroleum, a Utah corporation ("Grantee"), whose address is 5097 S. 900 E. #200, SLC, UT 84117, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, all of Grantor's interest, if any, in the following described tract of land (the "Property") in Salt Lake County, State of Utah, to wit:

See Exhibit "A"

Grantor also sells, transfers and quitclaims to Grantee, for the sum of One Dollar (\$1.00) and other good and valuable consideration, all of Grantor's interest in the underground storage tanks currently located on the Property and identified as Facility No. 62099, storage tank numbers 7/7, 8/8A, and 9/8B (the "Underground Storage Tanks"). Such sale and transfer is subject to: (a) all matters of record; and (b) all matters which would be revealed or disclosed by a physical inspection of the Underground Storage Tanks and the Property. This sale and conveyance does not include any other of Grantor's trade fixtures, equipment, inventory or personal property in or about the Property or within the Underground Storage Tanks.

THE SALE OF THE UNDERGROUND STORAGE TANKS IS MADE BY GRANTOR WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION (OR TYPE) OF UNDERGROUND STORAGE TANKS, THEIR MERCHANTABILITY, WHETHER THE UNDERGROUND STORAGE TANKS ARE FREE FROM PETROLEUM, PETROLUM RESIDUE OR HAZARDOUS SUBSTANCES, OR THEIR FITNESS FOR GRANTEE'S INTENDED USE. THE UNDERGROUND STORAGE TANKS ARE SOLD ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS AND BY

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ITS ACCEPTANCE OF THE UNDERGROUND STORAGE TANKS, GRANTEE EXPRESSLY RELIEVES AND EXONERATES GRANTOR OF ANY RESPONSIBILITY FOR THEIR PHYSICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. GRANTOR'S WARRANTIES AND GUARANTEES, IF ANY, SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES OF ANY KIND (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR GRANTEE'S INTENDED USE), WHETHER WRITTEN OR ORAL OR IMPLIED IN FACT OR IN LAW.

In connection with the sale and conveyance of the Underground Storage Tanks and by acceptance of this Quitclaim Deed, Bill of Sale and Restrictive Covenant ("**Quitclaim Deed**"), Grantee, Grantee's heirs and assigns and every successor in interest to the Property or any part thereof, agrees to the following restrictive covenants for release of claims against and indemnification of Grantor:

1. ENVIRONMENTAL INDEMNIFICATION

Grantee is solely responsible for: (a) the violation of any Environmental Laws relating to the Property; (b) any and all Environmental Conditions and Environmental Media on, under or at the Property, or migrating therefrom, including but not limited to such Environmental Conditions arising from the use, presence or Release of Hazardous Materials at the Property, whether known or unknown, and whether or not such Environmental Conditions occurred or existed before or after delivery of this Quitclaim Deed; and (c) the performance of any further required Remedial Activities to address any such Environmental Conditions. Grantee shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold harmless Grantor and Grantor's parents, affiliates and subsidiaries, as well as the managers, officers, directors, agents, associates, attorneys, consultants, employees, representatives, successors, heirs, and assigns of any of them (collectively the "**Grantor Parties**," and individually a "**Grantor Party**"), from any and all liabilities, claims, losses, suits, actions, fines, penalties, judgments, damages, or costs (including reasonable attorney's fees) incurred by or asserted against any Grantor Party, arising out of or relating to (a) the violation of any Environmental Laws relating to the Property; (b) any and all Environmental Conditions and Environmental Media on, under or at the Property, or migrating therefrom, including but not limited to such Environmental Conditions arising from the use, presence or Release of Hazardous Materials at the Property, whether known or unknown, and whether or not such Environmental Conditions occurred or existed before or after delivery of this Quitclaim Deed; and (c) the performance of any further required Remedial Activities to address any such Environmental Conditions.

2. RELEASE

Grantee releases the Grantor Parties, from and against any and all liabilities, claims, losses, suits, actions, fines, penalties, judgments, damages, or costs (including reasonable attorneys' fees) arising out of or relating to (a) the violation of any Environmental Laws relating to the Property; (b) any and all Environmental Conditions and Environmental Media on, under or at the Property, or migrating therefrom, including but not limited to such Environmental Conditions arising from the use, presence or Release of Hazardous Materials at the Property,

whether known or unknown, and whether or not such Environmental Conditions occurred or existed before or after delivery of this Quitclaim Deed; and (c) the performance of any further required Remedial Activities to address any such Environmental Conditions.

3. REMEDIAL ACTIVITIES

In the event that the Utah Department of Environmental Quality or other agency with jurisdiction over the environmental condition of the Property ("DEQ") requires any Remedial Activities to address Environmental Conditions or Environmental Media at, on, under or migrating from the Property, after the delivery of this Quitclaim Deed, Grantee agrees to perform such Remedial Activities sufficient to satisfy all legal requirements, including without limitation the requirements of the DEQ.

Capitalized terms used but not defined herein shall have the meanings as defined in Exhibit B, which is attached hereto and incorporated herein for all purposes.

The foregoing provisions shall be covenants running with the land and the obligations of Grantee herein shall be binding on all future owners of all or any portion of the Property. In the event that any portion of this instrument is deemed to be illegal, invalid or unenforceable under present or future laws, then and in that event, the remainder of this instrument shall not be affected thereby and, in lieu of each clause or provision of this instrument that is illegal, invalid or unenforceable, there shall be added to this instrument a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. This Quitclaim Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signatures Appear on the Following Page]

Witness the hand of said Grantor, this 8 day of January, 2020.

GRANTOR:

TESORO WASATCH, L.L.C.,
a Delaware limited liability company

By: J. A. Griffith
Name: Timothy T. Griffith
Its: Vice President



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 8 day of January, in the year 2020, before me
Lee Ann Warren a notary public, personally appeared Timothy T. Griffith, the Vice
President of Tesoro Wasatch, L.L.C., proved on the basis of satisfactory evidence to be the
person whose name is subscribed to in this document, and acknowledged he executed the same.

Witness my hand and official seal.

Lee Ann Warren
NOTARY PUBLIC
Residing at: Springfield, OH



LEE ANN WARREN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
September 01, 2020
Recorded in
Clark County

Witness the hand of said Grantee, this 14 day of January, 2020.

GRANTEE:

WIND RIVER PETROLEUM,
a Utah corporation

By: [Signature]
Name: James Craig Larson
Its: President

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

On this 14 day of January, in the year 2020, before me Kristal Talbot a notary public, personally appeared James Craig Larson, the President of Wind River Petroleum, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake



Exhibit "A"
Legal Description

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Beginning at a point in the center of 2300 East Street, said point being East 2.47 feet and South 0°07' East 253.08 feet and South 0°52'30" West 151.66 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 86°30' East 233.10 feet; thence North 2°37'30" West 113.70 feet to a point on a curve to the right on the South line of 4500 South Street; the center of said curve being North 9°31'06" West 1186.30 feet; thence Westerly along the arc of said curve and South line 204.84 feet to a point of tangency; thence North 89°37'30" West 21.82 feet to the center of 2300 East Street; thence South 0°52'30" West 111.66 feet along the center of said Street to the point of beginning.

Tax ID No. 22-03-404-001



Exhibit "B"
Definitions

Use of the term "Demised Premises" in this Exhibit B shall mean the Property.

Use of the term "Underground Storage Tank Systems" in this Exhibit B shall mean the Underground Storage Tanks and their associated underground piping, inventory gauging and associated electrical and mechanical equipment.

"Environmental Conditions" means the conditions of "Environmental Media" (as defined below), and the conditions of any part of the Demised Premises, including but not limited to building materials, gasoline equipment and Underground Storage Tank Systems, which affect or may affect Environmental Media.

"Environmental Laws" shall mean any federal, state or local law, statute, ordinance, permit condition or regulation pertaining to public health, occupational health and safety, natural resources or environmental protection, including, without limitation: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq.*; as amended ("CERCLA"), the Solid Waste Disposal Act, 42 U.S.C. 6901 *et seq.*; as amended ("RCRA"), the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, as amended, 33 U.S.C. 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 USC 7401 *et seq.*; the National Environmental Policy Act of 1970, as amended, 42 USC 4321 *et seq.*; the Rivers and Harbors Act of 1899, as amended, 33 USC 401 *et seq.*; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 *et seq.*; the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, *et seq.*; the Occupational Safety and Health Act of 1970, as amended 29 U.S.C. 651, *et seq.*; the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300(f) *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*; as amended, and all regulations, published governmental policies, and administrative or judicial orders promulgated under said laws; 2) all state or local laws which implement the foregoing federal laws or which pertain to public health and safety, occupational health and safety, natural resources or environmental protection: all as amended from time to time, and all regulations, published governmental policies, and administrative or judicial orders promulgated under the foregoing laws; 3) all federal and state common law, including but not limited to the common law of public or private nuisance, trespass, negligence or strict liability, where such common law pertains to public health and safety, occupational health and safety, natural resources, environmental protection, or the use and enjoyment of property, and all judicial orders promulgated under said laws; and 4) all comparable local laws and comparable laws of other jurisdictions.

"Environmental Media" means soil, fill material, or other geologic materials at all depths, groundwater at all depths, surface water including storm water and sewerage, indoor and outdoor air, and all living organisms, including without limitation all animals and plants, whether such

Environmental Media are located on or off the Demised Premises.

"Hazardous Materials" means any ignitable, reactive, explosive, corrosive, carcinogenic, mutagenic, toxic or radioactive material, whether virgin material, secondary material, by-product, waste or recycled material, defined, regulated or designated as a contaminant, pollutant, hazardous or toxic substance, material, waste, contaminant or pollutant under any Environmental Laws or any other federal, state or local law, statute, regulation, ordinance, or governmental policy presently in effect or as amended or promulgated in the future, and shall specifically include, without limitation: (a) those materials included within the definitions of "hazardous substances," "extremely hazardous substances," "hazardous materials," "toxic substances," "toxic pollutants," "hazardous air pollutants," "toxic air contaminants," "solid waste," "hazardous waste," "pollutants," "contaminants" or similar categories under any Environmental Laws; (b) those materials which create liability under common law theories of public or private nuisance, negligence, trespass or strict liability; and (c) specifically including, without limitation, any material, waste or substance which contains: (i) petroleum or petroleum derivatives byproducts, including crude oil and any fraction thereof and waste oil; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) formaldehyde; and (v) radon.

"Release" means any active or passive spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into any Environmental Media. For the purposes of this Lease, "Release" also includes any threatened Release.

"Remedial Activities" means any investigation, work plan preparation, removal, repair, cleanup, abatement, remediation, monitored natural attenuation, natural resource damage assessment and restoration, closure, post-closure, detoxification or remedial activity of any kind whatsoever necessary to address Environmental Conditions.

"Use" means the receipt, handling, generation, storage, treatment, recycling, transfer, transportation, introduction, or incorporation into, on, about, under or from the Demised Premises.