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6678711
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Atlantic Richfield Company
Attention: Land Department, PRC C-5818
2300 West Plano Parkway
Plano, TX 75075

MAIL TAX STATEMENTS TO:
ARCO Environmental Remediation, L.L.C.
Attention: Chief Financial Officer
515 South Flower Street
Los Angeles, CA 90071

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF UTAH

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COUNTY OF SALT LAKE

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KNOW ALL MEN BY THESE PRESENTS:

This Assignment, Conveyance and Bill of Sale (hereinafter referred to as this "Assignment"), is by and between CH-Twenty, Inc., a Delaware corporation, with a mailing address at 444 South Flower Street, Los Angeles, California 90071 (hereinafter referred to as "Assignor") and ARCO Environmental Remediation, L.L.C., a Delaware limited liability company, with a mailing address at 515 South Flower Street, Los Angeles, California 90071 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee heretofore entered into that certain Agreement dated December 27, 1996, titled "ERL Agreement" (hereinafter referred to as the "ERL Agreement"); and

WHEREAS, the ERL Agreement transferred, conveyed and assigned all of the right, title and interest to the property described herein, from Assignor to Assignee, effective as of

January 7, 1997, all in accordance with the further terms and conditions of the ERL Agreement;
and

WHEREAS, the ERL Agreement has not been recorded and is not now intended to be recorded in the official records of Salt Lake County, Utah , being that various Exhibits attached thereto relate to properties located outside of Salt Lake County, Utah , and all of the Exhibits may not yet have been completed in recordable form; and

WHEREAS, Assignor and Assignee now desire to record and memorialize for record purposes in the official records of Salt Lake County, Utah , the conveyance and assignment of all of the right, title and interest to the property described herein located in Salt Lake County, Utah , which were conveyed by Assignor to Assignee pursuant to the ERL Agreement effective as of January 7, 1997.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, for the purpose of recording in the official records of Salt Lake County, Utah , the conveyance and assignment from Assignor to Assignee of all of the right, title and interest to the property described herein, which were conveyed by Assignor to Assignee pursuant to the ERL Agreement, Assignor and Assignee hereby execute and acknowledge this Assignment and authorize this Assignment to be recorded in the official records of Salt Lake County, Utah , it having been mutually determined that the conveyance and assignment of all the right, title and interest to the property described herein, and the assumption of liabilities and other agreements contemplated hereby, are in the best interest of Assignor and Assignee, Assignor and Assignee

state, proclaim, covenant and agree as to each and every grant, assumption or other matter set forth hereinbelow, as follows:

1. Assignor has conveyed and assigned and by these presents does hereby convey and assign for record purposes, unto Assignee, effective as of January 7, 1997, (hereinafter referred to as "the Effective Time"), all of Assignor's rights, titles and interests in and to all of those certain rights, titles and interests (subject to the exceptions, reservations, terms and conditions herein contained) which are described in Exhibit "A" attached hereto and made a part hereof for all purposes, being hereinafter referred to individually as a "Subject Property" and collectively as the "Subject Properties", all the Subject Properties being located in Salt Lake County, Utah, such Subject Properties, as more fully and completely described on the attached Exhibit "A", consisting of all or some of the following described interests:

- a. All mineral fee interests; oil, gas and/or mineral interests; royalty interests; oil, gas, and/or mineral leases and leasehold interests; overriding royalty, net profits and production payment interests; and any other rights to produce and/or receive the proceeds of production; in each case including all oil, gas and other liquid and gaseous hydrocarbons and, in addition thereto, carbon dioxide, hydrogen, helium, nitrogen, coalbed methane, sulfur, salt (in each case in either solid, liquid or gaseous form), and any other liquid or gaseous substances, inert or otherwise, or any of them, and any other minerals or other substances produced or which may be produced therefrom or therewith (hereinafter referred to as "Minerals") in, on or under those certain Subject Properties owned by Assignor immediately prior to the Effective Time, it being the intent of Assignor to assign and convey to Assignee all of its right, title and interest in and to the subject properties, of whatever nature and kind, owned by Assignor immediately prior to the Effective Time, together with: (1) all rights in and to, or derived under, the Subject Properties or the lands pooled, communitized or unitized therewith to the extent same relate to the Minerals; (2) the right to prospect for, drill for, produce, extract, remove and market, inject into, dispose of, store on or under and thereafter withdraw and remove Minerals from and through the lands to which the Subject Properties relate, or lands pooled, communitized or unitized therewith (all of the Subject Properties and the above-described lands or interests in land being hereinafter referred to as the "Real Property"); (3) all reversionary rights relating to Minerals in, on or under the Real

Property; (4) the right to construct, maintain, operate, repair, replace and remove gathering lines, flow lines, transportation lines and related improvements for the purpose of transporting Minerals or similar substances to, from and across the Real Property, whether produced from the Real Property, produced from lands pooled, unitized or communitized with the Real Property, or produced from lands in the same geographic area as the Real Property; (5) the right to produce, extract and remove, inject into, dispose of, store on or under and thereafter withdraw from and through the Real Property any oil, gas, minerals, water, waste products and other substances that may be pooled, unitized or communitized or produced in conjunction with any of the Minerals; and (6) the right to drill and operate whatever wells, construct, install, operate, maintain, replace and remove whatever other facilities, and do whatever else may be reasonably necessary on and in the Real Property for the full enjoyment of the rights herein granted, including the right of ingress to and egress from the Real Property for such purposes; all such Subject Properties being more specifically set forth and described on the Exhibit "A" attached hereto and made a part hereof for all purposes;

- b. All unitization, communitization and pooling agreements and orders covering or relating to the Subject Properties or any portion thereof and the units and pooled and communitized areas created thereby;
- c. All undeveloped mineral fee and undeveloped oil, gas and other minerals leasehold located in Salt Lake County, Utah , and listed on the attached Exhibit "A";
- d. All surface fee and/or interest in the surface of land, including without limitation all reversionary rights in and to the surface of land, owned or leased by Assignor immediately prior to the Effective Time included within or associated with the Real Property and as more completely described on the Exhibit "A" attached hereto and made a part hereof for all purposes;
- e. All easements, surface rights, rights-of-way, permits, licenses, servitudes or other interests appertaining to the Real Property or the Subject Properties located in Salt Lake County, Utah , which such Subject Properties are more completely described in the Exhibit "A" attached hereto;
- f. All wells, wellhead equipment, casing, tubing and downhole equipment therein, gathering lines, flow lines, compressors, pumps, tanks, production platforms, and all other equipment and all other personal property, fixtures and improvements situated upon the Real Property or other lands pooled, communitized or unitized therewith, or used or held for use principally in connection with the exploration, development or operation of the Subject Properties or the production, treatment, storage or transportation of Minerals from the Real Property or the Subject Properties, all as the Subject Properties are more particularly described in the attached Exhibit "A";

- g. All farmout or farmin agreements, calls on oil and/or gas reserved in farmout agreements or other instruments covering a Subject Property, operating agreements, unit operating agreements, unit agreements, pooling agreements, pooling orders, pooling designations, division orders, or other similar agreements, gas balancing agreements, exploration agreements, (including, without limitation, reversionary rights) of whatever nature and kind to the extent affecting or relating to the Real Property, or Subject Properties or any part thereof, all gas sales contracts of Assignor committing thereto reserves in the ground located in or under the Real Property or Subject Properties more particularly described in attached Exhibit "A";
- h. All contracts pertaining to the transportation, gathering or processing of gas owned by Assignor immediately prior to the Effective Time which gas is produced from the Real Property and/or Subject Properties more particularly described in the attached Exhibit "A"; and percentage of proceeds contracts or casinghead gas sales contracts covering gas sold by Assignor to a gas plant operator or owner which is produced from the Real Property or Subject Properties more particularly described in the attached Exhibit "A";
- i. All consents, permits, licenses, orders, registrations, franchises, certificates, approvals or other similar rights from or maintained with any governmental agency to the extent relating to the Real Property or the Subject Properties, as more particularly described in the attached Exhibit "A", but only to the extent such may be lawfully assigned hereby;
- j. All partnership interests, tax partnership interests, undivided interests and other joint venture investments of Assignor to the extent relating to any right to produce or receive the proceeds of Minerals in, on or under the Real Property or the Subject Properties, as more particularly described in the attached Exhibit "A";
- k. All water rights;

SUBJECT, HOWEVER, to all valid and subsisting restrictions, exceptions, reservations, conditions, burdens on production, liens, mortgages, deeds of trust, interests, instruments and other encumbrances, recorded or unrecorded, if and to the extent the same cover or affect a Subject Property (the "Encumbrances").

TO HAVE AND TO HOLD the Subject Properties, subject to the Encumbrances, together with all and singular the rights and appurtenances thereto and anywise belonging unto

Assignee, its successors, assigns and legal representatives, forever. THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED OR STATUTORY AND WITHOUT RECOURSE, BUT WITH FULL SUBSTITUTION AND SUBROGATION OF ASSIGNEE AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNEE, TO THE EXTENT ASSIGNABLE, IN AND TO ALL COVENANTS AND WARRANTIES OF ASSIGNOR'S PREDECESSORS IN TITLE AND WITH FULL SUBROGATION OF ALL RIGHTS ACCRUING UNDER THE APPLICABLE STATUTES OF LIMITATION OR PRESCRIPTION UNDER THE LAWS OF THE STATE WHERE THE SUBJECT PROPERTIES ARE LOCATED AND ALL RIGHTS OR ACTIONS OF WARRANTY AGAINST ALL FORMER OWNERS OF THE SUBJECT PROPERTIES. ALL PERSONAL PROPERTY, INCLUDING ALL WELLS, LEASEHOLD EQUIPMENT AND ALL OTHER FACILITIES USED IN CONNECTION WITH THE REAL PROPERTY ARE CONVEYED "AS IS" AND "WHERE IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (i) THE SUBJECT PROPERTIES OR THE CONDITION THEREOF OR ANY FACILITIES LOCATED THEREON (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR ENVIRONMENTAL CONDITION),

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(ii) ANY INFRINGEMENT BY ASSIGNOR OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, AND (iii) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF GEOLOGICAL, GEOPHYSICAL, GEOTECHNICAL, OCEANOGRAPHIC AND SEISMIC DATA, IF ANY, THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, THE RECOVERABILITY OF OR THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF ANY SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE TIME); AND ASSIGNEE WILL HAVE SOLE RESPONSIBILITY FOR ANY ACTION TAKEN BY ASSIGNEE, OR BY ANY OTHERS RELYING ON ASSIGNEE'S ADVICE, BASED ON THE GEOPHYSICAL, GEOTECHNICAL, OCEANOGRAPHIC, SEISMIC DATA, GEOLOGICAL MAPS, RECORDS, LOGS AND OTHER DATA, IF ANY, TRANSFERRED PURSUANT HERETO OR PURSUANT TO THE ERL AGREEMENT.

2. IN CONSIDERATION OF THE CONVEYANCE AND ASSIGNMENT FROM ASSIGNOR TO ASSIGNEE, ASSIGNEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY ASSUMES FROM ASSIGNOR, AND AGREES TO PAY, PERFORM AND DISCHARGE, AND SHALL TO THE FULL EXTENT PERMITTED BY LAW INDEMNIFY ASSIGNOR AND ITS AFFILIATES AGAINST ANY AND ALL LIABILITIES AND OBLIGATIONS OF ASSIGNOR ASSOCIATED WITH THE OWNERSHIP OR OPERATION OF THE SUBJECT PROPERTIES (INCLUDING COURT

COSTS AND REASONABLE ATTORNEYS' FEES), WHETHER OR NOT SUCH LIABILITIES OR OBLIGATIONS ARE KNOWN AS OF JANUARY 7, 1997, INCLUDING WITHOUT LIMITATION THE FOLLOWING:

- a. ALL OBLIGATIONS, CLAIMS AND LIABILITIES OF ASSIGNOR PURSUANT TO THE LEASES, EASEMENTS, PERMITS, LICENSES, CONTRACTS AND CONTRACT RIGHTS INCLUDED IN THE SUBJECT PROPERTIES, INCLUSIVE OF ANY CLAIMS FOR ADDITIONAL ROYALTIES OR OTHER PAYMENTS ALLEGEDLY OWED TO INTEREST HOLDERS, WHETHER OR NOT SUCH LIABILITIES, CLAIMS OR OBLIGATIONS ARISE FROM ASSIGNOR'S OWNERSHIP AND OPERATION OF THE SUBJECT PROPERTIES PRIOR TO THE EFFECTIVE TIME OR FROM ASSIGNEE'S OWNERSHIP AND OPERATION OF THE SUBJECT PROPERTIES SUBSEQUENT TO THE EFFECTIVE TIME;
- b. ALL LIABILITIES AND OBLIGATIONS OF ASSIGNOR TO PROPERLY PLUG AND ABANDON ALL WELLS AND REMOVE ALL RELATED FACILITIES, INCLUDING, BUT NOT LIMITED TO, OFFSHORE PLATFORMS, EQUIPMENT NOW OR HEREAFTER LOCATED ON THE REAL PROPERTY OR LANDS POOLED, COMMUNITIZED OR UNITIZED THEREWITH, AND CLEAN-UP AND RESTORE THE SUBJECT PROPERTIES OR LANDS POOLED, COMMUNITIZED OR UNITIZED THEREWITH (INCLUDING ALL OBLIGATIONS TO CLEAN, CLOSE AND ABANDON ALL PITS AND IMPOUNDMENTS) IN ACCORDANCE WITH APPLICABLE LAWS (REGARDLESS OF WHETHER SUCH OBLIGATION TO PLUG, ABANDON, REMOVE, CLEAN-UP AND RESTORE IS ATTRIBUTABLE TO PERIODS OF TIME PRIOR TO OR AFTER THE EFFECTIVE TIME); AND
- c. ALL LIABILITIES OF ASSIGNOR INCURRED IN CONNECTION WITH THE SUBJECT PROPERTIES SET FORTH ON THE ACCOUNTING RECORDS MAINTAINED FOR THE SUBJECT PROPERTIES FROM AND AFTER THE EFFECTIVE TIME;
- d. ALL LIABILITIES OF ASSIGNOR RESULTING FROM LITIGATION AND CLAIMS ARISING FROM THE OWNERSHIP OR OPERATION OF THE SUBJECT PROPERTIES; AND
- e. ANY AND ALL OTHER LIABILITIES OR OBLIGATIONS OF ASSIGNOR, CONTINGENT OR OTHERWISE, RELATING TO THE SUBJECT PROPERTIES, INCLUDING, BUT NOT LIMITED TO, ALL COSTS, CLAIMS, LIABILITIES, CAUSES OF ACTION OR OTHER EXPENDITURES

ATTRIBUTABLE TO COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) RESPONSE COSTS, ENVIRONMENTAL REMEDIATION COSTS, FINES OR PENALTIES (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR ATTRIBUTABLE TO, IN WHOLE OR IN PART, EITHER DIRECTLY OR INDIRECTLY, THE OWNERSHIP, CONDITION OR OPERATION OF THE SUBJECT PROPERTIES AT ANY TIME BEFORE, AT, OR AFTER THE EFFECTIVE TIME (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS RELATING TO ANY CONDITION EXISTING ON, IN, OR UNDER, OR RESULTING FROM OPERATION OF, THE SUBJECT PROPERTIES BEFORE, AT, OR AFTER THE EFFECTIVE TIME), WHICH SUCH CLAIMS SHALL INCLUDE, BUT NOT BE LIMITED TO, LIABILITIES AND OBLIGATIONS PERTAINING TO THE SURFACE, SUBSURFACE, GROUNDWATER OR OTHER CONDITION OF THE SUBJECT PROPERTIES OR OTHER LANDS OR INTERESTS ASSOCIATED THEREWITH WHETHER OR NOT SUCH CLAIMS, LIABILITIES OR OBLIGATIONS ARISE FROM ASSIGNOR'S OWNERSHIP AND OPERATION OF THE SUBJECT PROPERTIES PRIOR TO THE EFFECTIVE TIME OR FROM ASSIGNEE'S OWNERSHIP AND OPERATION OF THE SUBJECT PROPERTIES SUBSEQUENT TO THE EFFECTIVE TIME;

- f. ANY AND ALL OBLIGATIONS TO MAKE-UP, DELIVER OR PAY FOR OIL, GAS OR OTHER HYDROCARBONS UNDER ANY GAS BALANCING OR SIMILAR ARRANGEMENTS AFFECTING THE SUBJECT PROPERTIES IN RESPECT OF AMOUNTS OWED THEREUNDER BY ASSIGNOR AS OF THE EFFECTIVE TIME;

ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT THE INDEMNITY, DEFENSE, HOLD HARMLESS AND ASSUMPTION OBLIGATIONS SET FORTH HEREIN ARE INTENDED TO AND CONSTITUTE AN AGREEMENT OF EACH PARTY RESPECTIVELY AS TO ITS OBLIGATIONS AND AGREEMENTS TO THE OTHER PARTY TO INDEMNIFY AND PROTECT THE OTHER PARTY FROM THE CONSEQUENCES OF SUCH OTHER PARTY'S OWN NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT, REGARDLESS OF WHETHER SAME IS THE SOLE, PARTIAL OR CONCURRING CAUSE OF ANY APPLICABLE LOSSES AND, IN THE CASE OF NEGLIGENCE, REGARDLESS OF WHETHER SAME IS ACTIVE OR

PASSIVE, ORDINARY OR GROSS, OR THE RESULT OF AN AFFIRMATIVE ACT OR OMISSION.

3. Notwithstanding anything herein to the contrary, this Assignment and the ERL Agreement shall not constitute an assignment to Assignee of any claim, lease, easement, permit, license, contract, contract right or other interest if an attempted assignment of the same without the prior written consent of any party (other than consents of a ministerial nature which are normally granted in the ordinary course of business) would constitute a breach thereof by Assignor or the giving of an outside party the right to terminate such interest or right, unless and until such consent shall have been obtained without adverse conditions or effects on Assignee; whereupon the assignment granted pursuant to the foregoing provisions hereof shall become automatically effective as of the Effective Time as to the affected interest, without further action on the part of the Assignor, provided, however, that if such consent is not obtained within 20 years after January 7, 1997, the assignment to Assignee of the affected interest, if any, shall be null and void. In the case of any Subject Properties that are not assigned by virtue of the immediately preceding sentence, Assignor and Assignee will each use all reasonable efforts to obtain such consents promptly.

4. Assignor and Assignee shall execute any and all assignments of individual mineral fee, private, federal, state or Indian oil and gas leases comprising any part of the Subject Properties as may be required by Federal, State or Tribal law or regulation, or deemed appropriate by Assignor, and any and all of such individual assignments shall constitute, as to such individual mineral fees or leases, one and the same assignment as is made herein.

Furthermore, any and all such assignments shall not constitute any additional conveyance or assignment of the mineral fee, oil, gas, mineral leases, lands or interests therein or herein described or any rights therein, and are not intended to modify, and shall not modify, any of the terms, covenants and warranties herein set forth, and shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

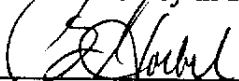
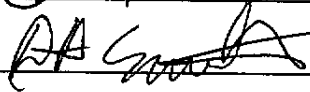
5. Nothing herein shall operate to modify or amend any gas sales or gas purchase agreement to which Assignor is a party specifically covering or relating to any Subject Property assigned to Assignee.

6. This Assignment shall inure to the benefit of and be binding upon the Assignor and Assignee and their respective successors, legal representatives and assigns.

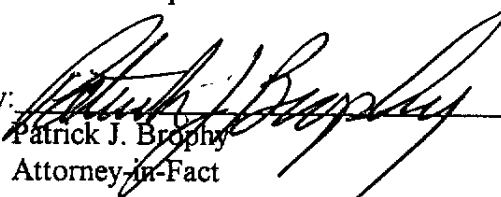
7. THE PROVISIONS OF THIS ASSIGNMENT RELATING SPECIFICALLY TO TITLE TO REAL PROPERTY, WHICH MUST BE GOVERNED BY THE LAW OF THE JURISDICTION IN WHICH SUCH REAL PROPERTY IS LOCATED SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE SUBJECT PROPERTIES ARE LOCATED. ALL OTHER PROVISIONS OF THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ANY CONFLICT OF LAW OF RULE OR PRINCIPLE THAT MIGHT REFER SAME TO THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, Assignor and Assignee have executed and
acknowledged this Assignment as of the 24th day of June, 1997, but effective for all
purposes as of January 7, 1997.

Witnesses to Signature
of said Attorney-in-Fact

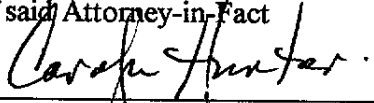
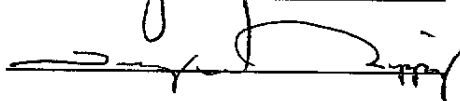



CH-TWENTY, INC.,
a Delaware Corporation

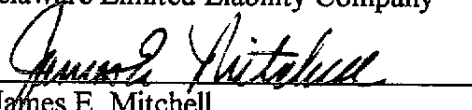
By: 
Patrick J. Brophy
Attorney-in-Fact

ASSIGNOR

Witnesses to Signature
of said Attorney-in-Fact

ARCO ENVIRONMENTAL
REMEDICATION, L.L.C.,
a Delaware Limited Liability Company

By: 
James E. Mitchell
Attorney-in-Fact

ASSIGNEE

DOCUMENT PREPARED BY:

Duronda Smith
Land Supervisor
Atlantic Richfield Company

JK 7699PG 1249

STATE OF TEXAS

COUNTY OF COLLIN

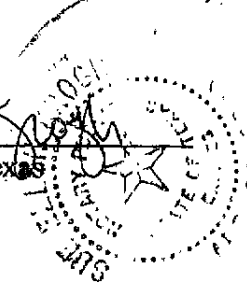
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UTAH

The foregoing instrument was acknowledged before me on this 24th day of June, 1997, by Patrick J. Brophy, as Attorney-in-Fact of CH-Twenty, Inc., a Delaware corporation, on behalf of such corporation.

The foregoing instrument was acknowledged before me on this 24th day of June, 1997, by James E. Mitchell, as Attorney-in-Fact of ARCO Environmental Remediation L.L.C., a Delaware corporation, on behalf of such corporation.

Sue Ellen Krogh
Notary Public, State of Texas



My Commission Expires:

April 20, 2000

Sue Ellen Krogh

JK 7699PG1250

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF ASSIGNMENT, CONVEYANCE AND BILL OF SALE EFFECTIVE JANUARY 7, 1997,
BY AND BETWEEN CH-TWENTY, INC. AND ARCO ENVIRONMENTAL REMEDIATION, L.L.C.

STATE: UTAH

COUNTY: SALT LAKE

PROPERTY NUMBER	DATED	LESSOR/GRANTOR ASSIGNOR	LESSEE/GRANTEE ASSIGNEE	DESCRIPTION	BOOK/PAGE CERTIFICATION
43-035-090004-S00	2/28/1919	B. H. Rood	Utah Apex Mining Company	Commencing at the NW corner of the SW/4 of the NW/4 of Section 16-T3S-R2W, E 110.3 feet, S 394.4 feet, S 89° 25' W 110.3 feet, N 395.5 feet; Also, commencing at the West 1/4 corner of Sec 16-T3S-R2W, N 721.5 feet to a ROW of D. & R.G. RY., N 89° 25' E along ROW 5280 feet to East line of Section 16-T3S-R2W, S 829.6 feet to the SE corner of the NE/4 of Sec. 16-T3S-R2W, W 5280 feet to the beginning; all in Section 16-T3S-R2W, S.L. B. & M., containing approximately 95 acres.	10-1/377

06/27/97 3:25 PM 6678711 36.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ATLANTIC RICHFIELD CO
2300 WEST PLANO PARKWAY
PLANO, TX 75075
REC BY: B RONE ,DEPUTY - MP

JK7699PG1252