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Book - 8627 Pg - 8935-8939  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: EHR, DEPUTY - WI 5 P.

When Recorded, mail to:

BARBARA MITCHELL  
FIRST AMERICAN TITLE INS. CO.  
3 GREENWAY PLAZA, SUITE 1100  
HOUSTON, TEXAS 77046

NA# 31751

Escrow No. 106759

[PARCEL ID #22-03-404-009  
#22-03-404-001]

**SPECIAL WARRANTY DEED**

AMOCO OIL COMPANY, formerly known as The American Oil Company, organized and existing under the laws of the State of Maryland, with its principal office at 200 East Randolph Drive, Chicago, County of Cook, State of Illinois, GRANTOR, hereby conveys and warrants against all claiming by, through or under it to TESORO WEST COAST COMPANY, existing under the laws of the State of Delaware, of 300 Concord Plaza Drive, San Antonio, County of Bexar, State of Texas, GRANTEE, for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Salt Lake County, State of Utah (the "Property"):

See Exhibit "A" Attached Hereto And By Reference Made a Part Hereof

Subject to easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 2001, and thereafter, including, but not limited to, those items disclosed on Exhibit "B" attached hereto and by reference made a part hereof.


To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use of the Property, grantee and grantor agree, as a material condition of this conveyance, that the Property is conveyed by grantor and accepted by grantee subject to the following restrictions, easements and covenants: (i) the Property shall not be used or occupied or subdivided or zoned or re-zoned for any residential use or purposes or for any use or purpose other than those uses permitted in an industrially zoned area; (ii) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property, and (iii) any building

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constructed on the Property shall have (except for required footers) a slab-on-grade foundation with the top of the slab at or above surface level; and (iv) that grantor shall retain a permanent easement of passage and access to the Property for inspection of the Property to insure compliance with the foregoing limitations and in order to comply with any governmental order(s) and/or requests to investigate, remediate, monitor or otherwise respond to environmental conditions on the Property (collectively, the "Exposure Restrictions"); provided, however, that the Exposure Restrictions do not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of tests conducted by grantor or of any work performed by grantor or used in connection with any other remediation on the Property now or in the future. Grantee shall indemnify, defend and hold harmless the grantor from and against any losses directly or indirectly arising out of or relating to any use of the Property which is in violation of or inconsistent with the Exposure Restrictions. The Exposure Restrictions constitute permanent restrictions, easements and covenants running with the Property and shall be binding upon all third persons now having or hereafter acquiring any right, title or interest in the Property, or any part thereof. In addition, the Exposure Restrictions are a personal obligation between grantor and grantee, and grantee agrees that it shall obtain similar personal undertakings from any grantee, and that any subsequent deed or other conveyance instrument to such grantee shall contain the Exposure Restrictions.

WITNESS the hand of said GRANTOR, this 14th day of September, A.D., 2001.

AMOCO OIL COMPANY, a  
Maryland corporation, formerly  
known as The American Oil  
Company

  
Name: Richard J. Battaglia  
Its: Attorney in Fact

PREPARED BY:

Kirkland & Ellis  
200 E. Randolph Drive  
Chicago, IL 60601  
Attn: John G. Caruso, Esq.

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STATE OF Illinois

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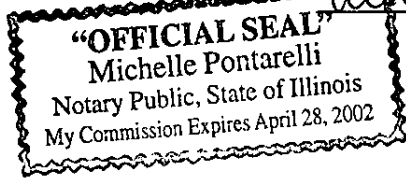
COUNTY OF Cook

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Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of September, 2001, within my jurisdiction, the within named Richard J. Battaglia, duly identified before me, who acknowledged that s/he is Attorney in Fact of Amoco Oil Co., a Maryland corporation, and that for and on behalf of said corporation, and as its act and deed, s/he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Michelle Pontarelli



NOTARY PUBLIC

My Commission Expires:

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(Affix official seal)

EXHIBIT A

Legal Description

The following described tract of land located in Salt Lake County, Utah:

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. Subject to a right-of-way for 2300 East Street over the West 33.0 feet thereof.

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## EXHIBIT B

1. Mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business, liens for taxes and other governmental charges which are not due and payable or which may thereafter be paid without penalty or which are being contested in good faith, and liens relating to environmental or safety conditions.
2. Imperfections of title, restriction or encumbrances, if any, which imperfections of title, restrictions or encumbrances do not, individually or in the aggregate, materially adversely impair the continued use and operation of the assets to which they relate.
3. Easements, covenants, conditions, rights-of-way, minor title exceptions and other similar restrictions which imperfections of title, restrictions or encumbrances do not, individually or in the aggregate, materially adversely impair the continued use and operation of the assets to which they relate.
4. Any conditions that would be shown on an accurate survey or upon a personal inspection of the Property.
5. Existing leases, licenses and similar agreements.
6. Zoning, building, fire health, environmental and pollution control laws, ordinances, rules and safety regulations and other similar restrictions.
7. The rights of the owners of outstanding oil, gas and mineral interests and/or their lessees, to explore for, drill, produce and develop said oil, gas and minerals owned by them in, on and under said lands, together with the right to use as much of the surface of said lands as is reasonably necessary to exercise their rights to explore for and extract said oil, gas and minerals from said lands.
8. Acts done or suffered to be done by, and judgments against, Grantee and those claiming by, through or under Grantee.

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