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Book - 8627 Pg - 8951-8955
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: EHR, DEPUTY - WT 5 P.

When Recorded, mail to:

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

NA# 31745

Escrow No. 106752

[PARCEL ID # 22-20776-019-0000]

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.

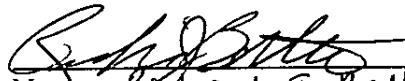
To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use of the Property, grantee and grantor agree, as a material condition of this conveyance, that the Property is conveyed by grantor and accepted 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 constructed on the Property shall have (except for required footers) a slab-on-grade foundation

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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 16th 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:



(Affix official seal)

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EXHIBIT A

Legal Description

BEGINNING at a County Monument at the intersection of the center lines of 6600 South and Ninth East Streets, said Monument being North 131.569 feet and East 1179.75 feet and South 84°28'25" East 531.52 feet from the West Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°19' East 162 feet; thence West 183.0 feet; thence South 144.38 feet, more or less, to the center line of 6600 South Street; thence along said center line South 84°28'25" East 182.95 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of the above described property that lies within the bounds of 6600 South Street, being approximately the Southerly 33 feet thereof.

LESS and EXCEPTING therefrom that portion conveyed to the State Road Commission by Quit Claim Deed recorded in Book 3388 at Page 309 of Official Records, as follows:

A parcel of land in fee for the relocation of 900 East Street incident to the construction of a freeway known as Project No. 415-9, being part of an entire tract of property, in the SE1/4SW1/4 of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point on a county monument at the intersection of the center lines of 6600 South Street and existing 900 East Street, said point being 131.569 feet North 1179.75 feet East and 531.52 feet South 82°28'25" East from the West Quarter Corner of said Section 20; thence North 0°19' East 162.0 feet to the Northeast Corner of said entire tract; thence West 41.14 feet, more or less, to a point 61.14 feet perpendicularly distant Westerly from the center line of the 900 East Office Revision at Engineer Station 41+35.34; thence South 4°00'22" West 64.25 feet, more or less, to a point 65.0 feet perpendicularly distant Westerly from said center line of the 900 East Office Revision at Engineer Station 42+00; thence South 0°19' West 60.10 feet, more or less, to the existing Northerly right of way line of said 6600 South Street; thence South 84°28'25" East 12.03 feet, more or less, to the West existing right of way line of 900 East Street; thence South 0°19' West 33.16 feet, more or less, to the said center line of 6600 South Street; thence South 84°28'25" East 33.16 feet, more or less, along said center line of 6600 South Street to the point of beginning as shown on the Official Map of said project on file in the Office of the State Road Commission of Utah.

TOGETHER WITH a right of way over and across the following described tract of land:

BEGINNING at a point on the center line of Ninth East Street North 0°19' East 162.0 feet from a County Monument at the intersection of the center lines of 6600 South and Ninth East Streets, said Monument being North 131.569 feet and East 1179.75 feet and South 84°28'25" East 531.52 feet from the West Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 183.0 feet; thence North 30.0 feet; thence East 183.17 feet, more or less, to the center line of Ninth East Street; thence South 0°19' West 30.0 feet to the point of beginning.

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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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