

Parcel
5-5-94

145004

BOOK 96 PAGE 193

QUIT CLAIM DEED

(Golf Course Parcel)

THIS DEED is made effective as of May 5, 1994, between ATLANTIC RICHFIELD COMPANY ("Grantor"), a Delaware corporation duly authorized to do business in the State of Montana, with offices at 555 Seventeenth Street, Denver, Colorado 80202, and Anaconda-Deer Lodge County, a consolidated governmental entity organized under the Constitution and laws of the State of Montana, ("Grantee"), whose address is 800 South Main, Anaconda, MT 59711.

WITNESSETH:

GRANTOR has remised, released and QUITCLAIMED and hereby remises, releases and QUITCLAIMS to Grantee, its successors and assigns forever, all right, title and interest of Grantor in and to the real property situated in Deer Lodge County, State of Montana, described on Attachment 1 attached hereto and incorporated herein by this reference together with any, and all right, title and interest of said Grantor in and to all mineral rights (including without limitation, oil and gas rights and sand and gravel rights) and Mining Wastes located on the Property, together with the improvements, buildings, structures and fixtures located on the Property, together with all rights-of-way, easements, water and water rights, ditch and ditch rights, situated on or appurtenant to the Property, or owned or used in connection therewith, and the right to use the same together with, all and singular, the tenements, hereditaments, privileges, appurtenances and appropriations of every kind and nature ("Property").

Grantor's conveyance of the Property to Grantee is made as a charitable contribution by Grantor to Grantee pursuant to the terms and conditions of that certain Real Property Transfer/Conveyance Agreement dated May 5, 1994, a Memorandum of which was recorded on May 5, 1994 in Book 95 at Page 945 of the Deer Lodge County real property records. In addition, Grantee has agreed to (i) take the Property subject to certain restrictive covenants, and (ii) assume certain obligations as more particularly described in the Memorandum and in the Additional Provisions set forth below.

This Property is within a Superfund site. A permit must be obtained before any development or construction.

ADDITIONAL PROVISIONS

The following provisions are an integral part of the conveyance of the Property from Grantor to Grantee. By execution of this deed and acceptance of the conveyance of the Property, Grantee acknowledges that (i) the conveyance of the Property subject to these Additional Provisions was specifically bargained for in the transaction; (ii) the Additional Provisions are a

material part of the consideration to Grantor in making the conveyance; and (iii) Grantor would not have conveyed the Property to Grantee if the Additional Provisions were not included as a part of the conveyance transaction.

A. DEFINED TERMS.

For purposes of this Quit Claim Deed, the following capitalized terms shall have the meanings ascribed to them below.

Administrative Record shall mean all factual and legal information, documents, data, analyses, reports, correspondence, calculations, opinions, statements, maps, charts, logs, documents, tapes, disks and other information of all types and description whatsoever that EPA has established as the administrative record with respect to the Anaconda Smelter Site, the OW/EADA OU, or any other operable units of the Anaconda Smelter Site, as specified herein.

Applicable Law shall mean all applicable laws, statutes, regulations, ordinances, decrees or orders of Federal, State or local governmental or judicial entities, as the same may change from time to time.

Conveyance Agreement shall mean that certain Real Property Transfer/Conveyance Agreement dated May 5, 1994 among Grantor, Grantee and the Old Works Golf Course Authority.

Development Permit System shall mean the Anaconda-Deer Lodge Development Permit System adopted on December 2, 1992 by the Anaconda-Deer Lodge Board of Commissioners as the same may be amended from time to time.

EPA shall mean the United States Environmental Protection Agency.

Environmental Conditions shall mean any condition, quality, quantity or other state of the land, subsurface strata, air, surface water, ground water, fish, wildlife, biota, Hazardous Materials or Mining Wastes, including without limitation any condition, circumstance, quality, quantity or other state of the land, subsurface strata, air, surface water, ground water, fish, wildlife, biota, Hazardous Materials or Mining Wastes arising out of, related to or resulting from: 1) the Release or threatened Release, generation, transport, handling, treatment, storage, disposal, management, presence of or exposure to any Hazardous Materials; or 2) any mining, milling, smelting, processing, refining or other operations by Grantor or its predecessors.

Environmental Laws shall mean any past, present or future federal, state or local laws, regulations, ordinances, permits, approvals or authorizations pertaining to natural resources,

Environmental Conditions, protection of human health, welfare or the environment or historic, archeological or cultural preservation, including without limitation CERCLA; the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.); the Safe Drinking Water Act (42 U.S.C. §§ 300(f) et seq.); the National Historic Preservation Act (16 U.S.C. § 470); the Comprehensive Environmental Cleanup and Responsibility Act, as amended ("CECRA"), M.C.A. §§ 75-10-701 et seq.; the Montana Water Quality Act (M.C.A. §§ 75-10-701 et seq.); the Clean Air Act of Montana (M.C.A. §§ 75-2-101 et seq.); the Natural Streambed and Land Preservation Act (M.C.A. §§ 75-7-101 et seq.); and the Montana Floodplain and Floodway Management Act (M.C.A. §§ 76-5-101 et seq.); all as amended and as may change from time to time; and Applicable or Relevant and Appropriate Requirements (ARARS) for the OW/EADA Remedy; and any provisions or theories of common law providing for any cause of action remedy or right of recovery with respect to, arising from or related to Environmental Conditions, as any such provisions or theories may change from time to time.

Future Development shall mean any and all development on, about, beneath, or otherwise affecting the Property, other than construction of the Golf Course and Old Works Historic Trail System on the Property by Grantor, which occurs after the Closing.

Golf Course shall mean the dedicated development identified in the OW/EADA ROD and located as shown in Attachment 2 hereto.

Hazardous Materials shall mean any substance (i) the presence of which requires investigation of or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or (ii) which is defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or hazardous; or (iv) the presence of which causes or threatens to cause a nuisance or poses or threatens to pose a threat to human health, safety or the environment; or (v) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or which contains polychlorinated biphenols (PCBs), asbestos or urea formaldehyde foam insulation.

Memorandum of Conveyance Agreement shall mean that certain Memorandum of Real Property Transfer/Conveyance Agreement which was recorded on May 5, 1994 in Book 95 at Page 945 of the Deer Lodge County real property records.

Mining Waste shall mean a solid, liquid or gaseous waste materials and their constituents resulting from or related to mining, milling, smelting, processing or refining operations, and any structures and debris associated with such operations, including without limitation the following waste materials and their constituents resulting from or related to the extraction, beneficiation, or processing of ores and minerals: waste rock, overburden, tailings, slag, flue dust, Red Sands, Arbiter waste materials and Old Works Waste Piles.

O&M Obligations shall mean those Operation and Maintenance measures set forth in the O&M Plan for the Property.

O&M Plan shall mean the Operations and Maintenance plans and procedures described in Exhibits A-1 and A-2 to the Memorandum of Conveyance Agreement.

OW/EADA Administrative Order shall mean the Administrative Order issued by EPA to ARCO on April 7, 1994, EPA Docket No. CERCLA and all attachments thereto and deliverables submitted thereunder, with respect to implementation of the OW/EADA Remedy, a copy of which is attached as Exhibit B to the Memorandum of Conveyance Agreement.

OW/EADA OU shall mean the Old Works/East Anaconda Development Area Operable Unit, which is one of several Operable Units at the Anaconda Smelter NPL Site in or near Anaconda, Montana.

OW/EADA ROD shall mean the Record of Decision issued by EPA on March 8, 1994, with respect to selection of the remedy of the OW/EADA OU, and any attachments thereto.

OW/EADA Remedy shall mean the remedy selected by EPA in the Record of Decision issued March 8, 1994, as more specifically described in the OW/EADA Administrative Order and attachments thereto, including any operation and maintenance requirements of such remedy.

Old Works Historic Trail System shall mean the dedicated development identified in the OW/EADA ROD and located as shown in Attachment 3 hereto.

Open Space shall have the meaning as set forth in the Development Permit System.

Operation and Maintenance or O&M shall mean those measures required to maintain the effectiveness of the OW/EADA Remedy and shall include without limitation those measures set forth in the O&M Plan for the Property.

Proposed Plan shall mean the Anaconda Smelter Superfund Site, Old Works/East Anaconda Development Area Operable Unit Proposed

Plan issued by EPA in September 1993 and announcing a preferred alternative for the OW/EADA OU.

Release shall mean any spilling, leaking, pumping, pouring, emitting, leaching, emptying, discharging, injecting, escaping, dumping, burying, disposal or emanation whatsoever;

Remedial Action shall mean any response, removal, or remedial action within the meaning of those terms under CERCLA, regardless of whether such actions are undertaken pursuant to CERCLA authority, and any reclamation, restoration, or rehabilitation actions undertaken pursuant to or required by any Environmental Laws.

Residential shall have the same meaning as set forth in the Development Permit System.

Small Quantity Generator shall mean a generator of hazardous waste as defined under RCRA who: 1) generates less than 100 kilograms of hazardous waste in a calendar month; 2) never accumulates on site more than 600 kilograms of hazardous waste; and 3) manages such hazardous waste strictly in accordance with the requirements of RCRA, Environmental Laws and any other applicable laws.

State shall mean the State of Montana.

Successor in Interest and Assigns shall mean any "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), who is granted, acquires or receives right title or interest, including through sale or lease, to (i) the Property, or any portion thereof, subsequent to the execution of this Quit Claim Deed, or (ii) any of the rights, duties and obligations arising under the Conveyance Agreement.

B. DISCLAIMER OF WARRANTIES.

1. No Warranties by Grantor. Grantee acknowledges and agrees that GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHICH ARE NOT SPECIFICALLY AND AFFIRMATIVELY SET FORTH IN THIS QUIT CLAIM DEED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, OR THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. Specifically, without limiting or abrogating in any way any of the foregoing, Grantor has not made, does not make, and specifically disclaims any representations whatsoever, express or implied, with respect to the following matters:

a. The value, nature, quality or condition of the Property, including, without limitation, the Environmental Conditions of the Property;

b. The income, if any, to be derived from the Property;

c. The truth, accuracy, completeness or representative nature of the information provided to Grantee as described in the Property Disclosures in paragraph C. below;

d. Compliance of any past or present operations or conditions with any Applicable Law, permits, regulations, ordinances, court orders, or contract provisions, including without limitation Environmental Laws and those pertaining to protection of cultural or historic resources or sites, land use or the public health, safety and welfare;

e. The disposal or presence of any Hazardous Materials or Mining Wastes on, at, under or associated with the Property, or the occurrence or existence of any past or present Release of any Hazardous Materials at, to, or from the Property into the environment;

f. The ability to obtain any permits (if required) or any regulatory approvals with respect to any of Grantee's activities or obligations under this Quit Claim Deed.

2. Grantee's Inspection of the Property. Grantee acknowledges and agrees that Grantee has been given the opportunity to inspect the Property. By accepting conveyance of this Property, Grantee assumes the responsibility for, and has relied and will rely upon, Grantee's own review, analysis, and opinions, including without limitation their own review, analysis, and opinions of the following:

a. Documents of record and provided by ARCO relating to the title to the Property including without limitation documents evidencing easements, restrictions, rights-of-way liens and other encumbrances affecting the Property.

b. The information described in the Property Disclosures in paragraph C. below, subject to the disclaimers set forth above with respect to the truth, accuracy, completeness or representative nature of such information;

c. Grantee's own inspection of the Property and the Environmental Conditions on the Property; and

d. Documents concerning the Anaconda Smelter Site and the OW/EADA OU contained in the Administrative Record or otherwise publicly available.

3. No Other Representation. Grantor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any representative, real estate broker, agent, employee, servant or other person.

4. "As Is" Nature of Transfer of the Property. GRANTEE ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRANSFER OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

C. PROPERTY DISCLOSURES.

1. Grantor's Disclosures. Grantor hereby makes the following disclosures to Grantee and Grantee hereby acknowledges receipt of such disclosures and any documents more particularly described below concerning the Environmental Conditions of the Property and the existence of any easements, restrictive covenants or other title matters burdening the Property:

a. EPA has listed the Anaconda Smelter Site on the National Priorities List under CERCLA. The Property is located within the OW/EADA OU on the Anaconda Smelter Site.

b. Grantor and others have performed investigations or evaluations under CERCLA at the Anaconda Smelter Site or the OW/EADA OU which have been fully disclosed to Grantee.

c. EPA has selected the OW/EADA Remedy based upon the remedial alternatives evaluated in the remedial investigation/feasibility study conducted by Grantor at the OW/EADA OU, the Proposed Plan, public comments received on the Proposed Plan, and in accordance with the requirements of CERCLA and the National Contingency Plan, 40 C.F.R. Part 300 and has confirmed and approved the selection of the OW/EADA Remedy in the OW/EADA ROD. Grantor hereby discloses the OW/EADA Remedy as it may affect the Property.

2. Other Matters. The Grantor and Grantee acknowledge that other matters and documents may exist with respect to the Property that are not identified above. Grantee assumes the responsibility to identify, review, analyze, and form their own opinions with respect to such other matters and records.

D. RELEASE AND COVENANT NOT TO SUE.

Grantee, for itself and its Successors in Interest and Assigns, hereby releases and covenants not to sue Grantor, its affiliates, subsidiaries, officers, directors, agents, representatives, contractors, and employees in any private cost recovery suit, contribution action, or any other action under CERCLA, Environmental Laws or the common law arising out of or

related to: (1) any Environmental Conditions on, about, beneath, from or related to the Property; (2) implementation and operation and maintenance of the OW/EADA Remedy or other Remedial Action on, about, beneath or related to the Property, and (3) ownership, use or operations of the Golf Course. Grantee, for itself and its Successors in Interest and Assigns, hereby fully and irrevocably releases and covenants not to sue Grantor, its affiliates, subsidiaries, officers, directors, agents, representatives, contractors, and employees for 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 any errors, omissions or other conditions, including information disclosed pursuant to paragraph C. above entitled "Property Disclosures."

E. RESTRICTIVE COVENANTS.

1. Purpose. The following Restrictive Covenants are made pursuant to and in accordance with the Conveyance Agreement.

2. Covenants Running With the Land. The following Restrictive Covenants shall burden the Property and are intended to be and shall be construed as, covenants of Grantee and its Successors in Interest and Assigns which run with the land:

- a. The Property owner shall not take, authorize or allow any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that Grantor deems necessary or advisable to address Environmental Conditions on or related to the Property;
- b. The Property owner shall maintain the Property in accordance with and in a manner consistent with the requirements of the OW/EADA Remedy including the O&M Plan for the Property;
- c. The Property may only be used for golf, park or other Open Space purposes;
- d. Any fencing erected by Grantor in accordance with the requirements of the OW/EADA Remedy shall be maintained by the Property owner in good condition and repair as described more specifically on the O&M Plan for the Property;
- e. The Property owner shall maintain the Golf Course and all facilities and improvements related thereto in accordance

with the terms and conditions of the Conveyance Agreement as described in the O&M Plan for the Property.

- f. All use, construction and/or drilling of water wells for potable water purposes shall be prohibited;
- g. The Golf Course as constructed by Grantor shall be maintained by the Property owner in good condition and repair in accordance with the OW/EADA Remedy;
- h. As a part of the OW/EADA Remedy, Grantor will construct a soil cap over those areas identified in the final design report required by the OW/EADA Administrative Order. Such areas are anticipated to be the same as the location of the Golf Course as shown in Attachment 2. Except for required inspection and maintenance of golf improvements and systems, the Property owner shall not disturb the cap in any manner, whether by excavation or otherwise, without the prior written consent of Grantor. If the Property owner disturbs the cap for inspection and maintenance, the Property owner shall promptly restore the cap to substantially the same or better condition;
- i. The Property owner shall maintain all caps, drainage control structures and pond systems or water courses installed by Grantor or its agents on the Property in good condition and repair and shall not interfere with their operation as described more specifically in the O&M Plan for the Property;
- j. The Property owner shall not encumber all or any portion of the Property without the prior written consent of Grantor which consent may be withheld with or without cause;
- k. The Property owner shall not convey the Property to anyone other than a "Qualified Transferee" as such term is defined in the Memorandum of Conveyance Agreement;
- l. Residential development shall be prohibited;
- m. Unlined pond systems shall be prohibited. No liquid storage or disposal of any kind shall be permitted on the Property unless the liquids are containerized or contained within lined storage areas in accordance with the requirements of Applicable Laws and Environmental Laws;
- n. The Property owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development of the Property. For purposes of this provision, the phrase "additional

remediation which may be necessary to accommodate Future Development" shall mean any and all Remedial Action beyond that which Grantor is required to implement at the OW/EADA OU under the OW/EADA Administrative Order as part of the OW/EADA Remedy in the absence of Future Development. Any such additional remediation must be undertaken in accordance with and in a manner consistent with the requirements of the OW/EADA Remedy, the Development Permit System, Environmental Laws and other Applicable Laws;

- o. Exploration for, mining, milling, processing, drilling, and/or any other method of development and/or production of any minerals, sand, gravel, clay or other naturally occurring substances or mineral rights shall be prohibited;
 - p. Any and all irrigation of those portions of the Property other than the Golf Course (as shown on Attachment 2) shall be prohibited. Irrigation of the Golf Course only shall be permitted so long as such irrigation (i) is permitted by the OW/EADA Remedy, (ii) is in compliance with the O&M Plan, and (iii) does not exacerbate the existing Environmental Conditions on the Property;
 - q. Any Commercial or Industrial activities (as such terms are defined in the Development Permit System) if otherwise permitted by the Restrictive Covenants set forth herein, which require or allow Hazardous Materials to be brought upon, generated, treated, stored, handled or disposed upon, about or beneath the Property shall be prohibited, except for those Commercial or Industrial activities which would qualify as a Small Quantity Generator;
 - r. The Old Works Trail System as constructed by Grantor shall be maintained by the Property owner in good condition and repair in accordance with the OW/EADA Remedy as described more specifically in the O&M Plan for the Property; and
 - s. Access to structures along the Old Works Historic Trail System, including but not limited to historic flues and foundations, shall be prohibited. The Property owner shall take such measures as may be required by the OW/EADA Remedy to prohibit such access.
3. Benefitted Properties. The Restrictive Covenants shall be for the benefit of the properties described below, their current owners and their Successors in Interest and Assigns:

- a. The adjacent real property described on Attachment 4 attached hereto which is presently owned by Grantor; and
 - b. All other real properties which are adjacent to the Property.
 - c. All other real property located in Anaconda-Deer Lodge County, Montana.
4. Benefits to Benefitted Properties. Grantor and Grantee acknowledge that the benefits to the Benefitted Properties by reason of the Restrictive Covenants include without limitation the following:

- a. The reduction or minimization of potential risk to human health and the environment from the release of hazardous substances from the Property on, or in the vicinity of, the Benefitted Properties; and
- b. The maintenance, use and potential development of the Property in such a manner as to allow economic, cultural and historic benefits to accrue to adjacent property owners and other property owners located in Anaconda-Deer Lodge County while protecting human health and the environment.

F. TRANSFERS OF PROPERTY.

If Grantee transfers or conveys all or any part of its interest in the Property or any interest in the Property to a third party, then Grantee shall be required to include in its transfer or conveyance documents to such third party the foregoing Restrictive Covenants, releases and covenants not to sue. Grantee shall strictly enforce against such third party each and every Restrictive Covenant release and covenant not to sue with respect to the property which has been transferred to such third party. No grant, transfer, lease or conveyance of title, easement or other form of conveyance or transfer of any interest in all or any portion of the Property shall be made or effected without a provision restricting the use of the Property set forth herein and all such conveyances of title, grants, leases, transfers or conveyance of any interest in all or any of the Property shall contain the restriction set forth in this section except that each subsequent transferee's name shall be substituted in each subsequent document as the person or entity to be charged with compliance herewith.

G. ENFORCEMENT RIGHTS - RESTRICTIVE COVENANTS.

1. Enforcement of Restrictive Covenants. Grantor and Grantee hereby agree that each Restrictive Covenant set forth above is intended to and shall be a covenant running with the land

binding upon any and all persons or entities who acquire any interest or interests in any or all of the Property, including without limitation all Successors in Interest and Assigns of Grantee.

2. Parties Eligible to Enforce Restrictive Covenants. Each of the Restrictive Covenants set forth in this Quit Claim Deed shall be enforceable in perpetuity as follows:

- a. In Contract. Grantor shall be entitled to enforce the provisions of the Restrictive Covenants against Grantee pursuant to the terms and conditions of this Quit Claim Deed. Grantor and Grantee hereby agree that the remedy of "specific performance" shall be available to Grantor in such proceedings.
- b. Adjacent Property Owners. All adjacent property owners shall be entitled to enforce the Restrictive Covenants to the fullest extent permitted by Montana law. Grantee hereby specifically agrees that the remedy of "specific performance" shall be available to adjacent property owners in such proceedings.
- c. Property Owners in ADL. All owners of real property located in Anaconda-Deer Lodge County, Montana shall be entitled to enforce the Restrictive Covenants to the fullest extent permitted by Montana law. Grantee hereby specifically agrees that the remedy of "specific performance" shall be available to such property owners in such proceedings.
- d. Waiver of Defenses. Grantee hereby waives, to the fullest extent permitted by Montana law, any rights which it may have to argue that specific performance is an inappropriate remedy.

H. MODIFICATION OF RESTRICTIVE COVENANTS.

The Restrictive Covenants may be modified from time to time as follows:

- a. Required Approvals. Any proposed modification must be approved in writing by ARCO, ADL and the owner of the Parcel burdened by the Restrictive Covenant to be modified. EPA and the State shall be provided prior written notice of such proposed modifications. If EPA and the State do not object to such modifications in writing within twenty-one (21) days of delivery of such notice, the modifications shall be deemed accepted by EPA and the State. Such written approval by ARCO, ADL and the parcel owner may be evidenced by execution of the instrument created to amend the Restrictive Covenants.

- b. Recordation of Modification. In order to be effective, any modification of the Restrictive Covenants must be (i) in writing, (ii) executed by each of the persons described in paragraph a. above, with such signature duly notarized (to the extent required by Montana law), and (iii) duly recorded in the Deer Lodge County real property records.

Any modification which complies with the foregoing requirements shall be deemed duly created and enforceable from and after the effective date thereof to the same extent as the original Restrictive Covenants. For purposes of these provisions, a modification of the Restrictive Covenants may include (i) the imposition of new restrictive covenants, or (ii) the termination of all or part of the existing Restrictive Covenants.

The parties have executed this Quit Claim Deed effective for all purposes as of the date first above written.

GRANTOR:

ATLANTIC RICHFIELD COMPANY, a Delaware corporation

By: Sandra M. Stash
Sandra M. Stash
Attorney-in-Fact

GRANTEE:

ANACONDA-DEER LODGE COUNTY, a consolidated governmental entity organized under the Constitution and laws of the State of Montana

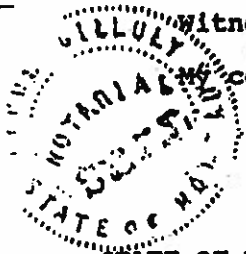
By: Jane Anderson
Jane Anderson as Chairwoman of Anaconda-Deer Lodge County Commission

STATE OF MONTANA)
) ss.
COUNTY OF DEER LODGE)

The foregoing instrument was acknowledged before me this 5th day of May, 1994 by Sandra M. Stash as Attorney-In-Fact of Atlantic Richfield Company.

Witness my hand and official seal.

My commission expires: 10-11-94



Carol Gilleuly
Notary Public

STATE OF MONTANA)
) ss.
COUNTY OF DEER LODGE)

The foregoing instrument was acknowledged before me this 5th day of May, 1994 by Jane Anderson as Chairwoman of Anaconda-Deer Lodge County Commission on behalf of Anaconda-Deer Lodge County.

Witness my hand and official seal.

My commission expires: 10-11-94



Carol Gilleuly
Notary Public

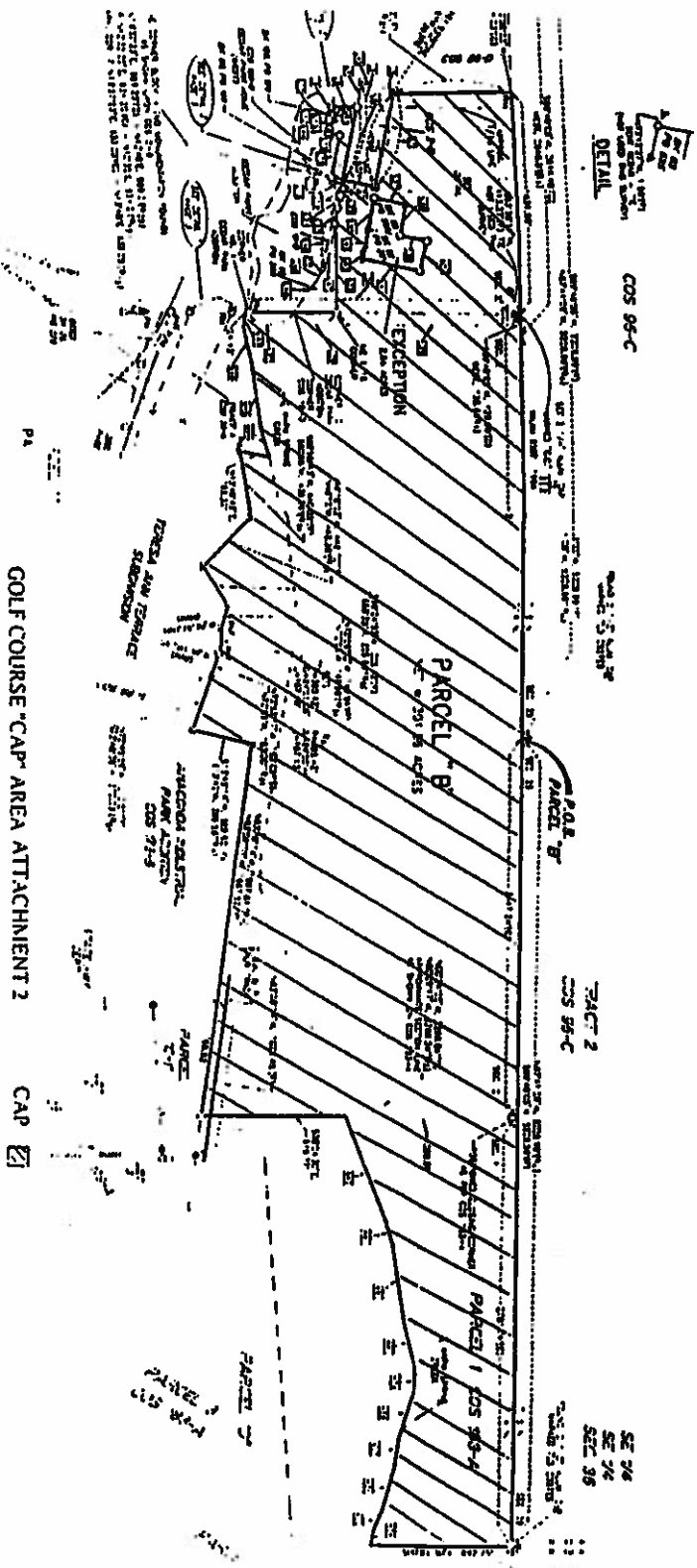
ATTACHMENT 1

(to Quit Claim Deed)

PROPERTY DESCRIPTION
Parcel B - Golf Course Parcel

That certain real property described in Certificate of Survey No. 98-C recorded on April 25, 1994 in the real property records of Deer Lodge County, Montana.

Excepting and reserving for the Grantor all water rights and ditch easements arising out of or associated with Permit Number 83498-G76G.



1/2" = 1'

 DETAIL

COS 96-C

Parcel B

Parcel C

SEC 36
 SEC 37
 SEC 38

GOLF COURSE "CAP" AREA ATTACHMENT 2

CAP

CERTIFICATE OF SURVEY PARCEL B - GOLF COURSE PARCEL

Attachment 3 to Golf Course
Parcel Quid Caine Deed

1/4" = 40' ASH
1/8" = 20' ASH
1/16" = 10' ASH
NOT TO SCALE
DETAIL

COS 85-C

TRAIL

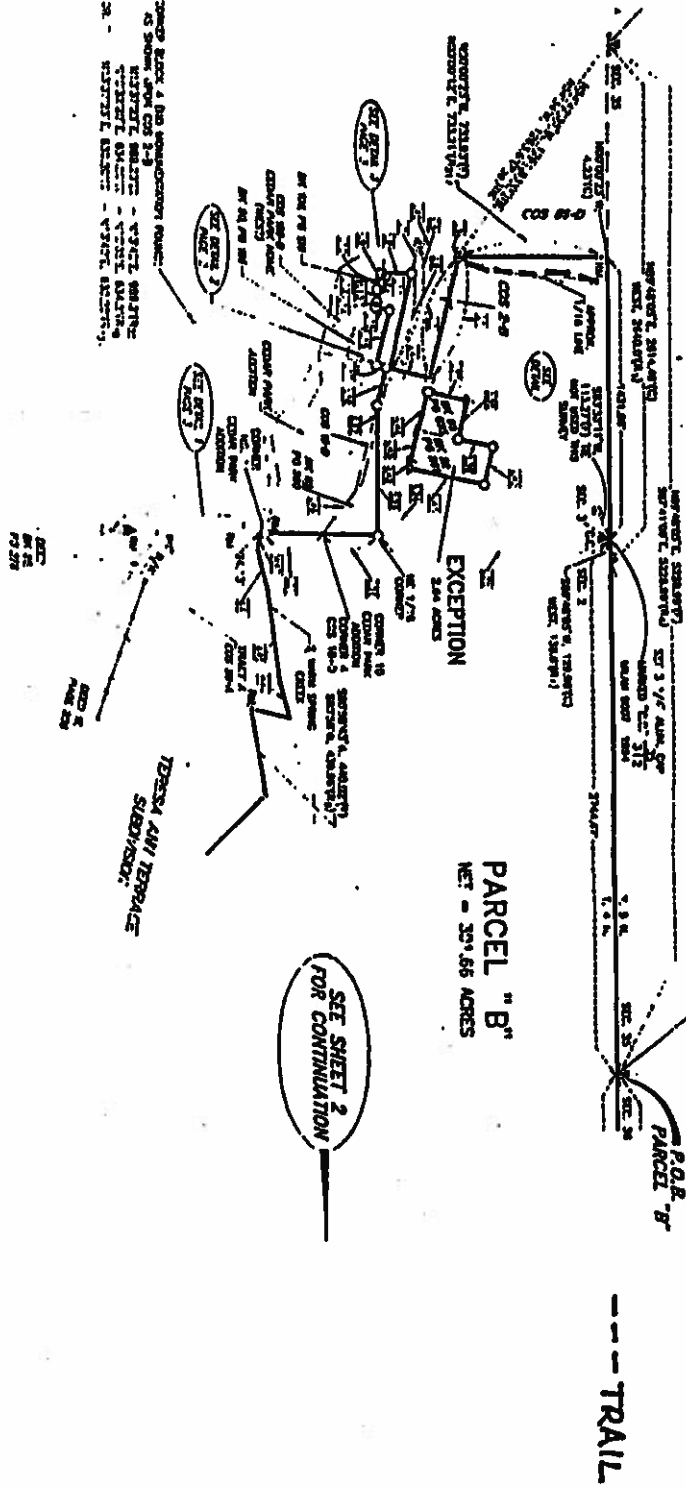
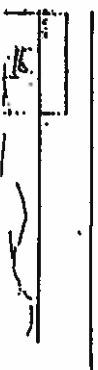
TRAIL

PARCEL "B"
NET = 339.66 ACRES

SEE SHEET 2
FOR CONTINUATION

TERESA ANN TERRACE
SUBDIVISION

2000 BLOCK 4 BLD RECONSTRUCTION PERMITS:
AS SHOWN FROM COS 84-B
RECONSTRUCTION - 1997-2000
RECONSTRUCTION - 1997-2000
RECONSTRUCTION - 1997-2000



2000

ATTACHMENT 4

(to Quit Claim Deed for Golf Course Parcel)

(ARCO PROPERTY DESCRIPTION FOR ENFORCEMENT OF RESTRICTIVE COVENANTS - Parcels A, B, C, D, E, F, H and I)

Real property located in Deer Lodge County, Montana and more particularly described as follows:

Township 4 North, Range 11 West

Section 12: All, less and except that portion of Section 12 which is included in Certificate of Survey No. 99-A, filed of record in the real property records of Deer Lodge County, Montana on April 25, 1994 and less and except easements of record, if any.

145004

STATE OF MONTANA)
County of Deer Lodge) ss

I, hereby certify that the within instrument was filed in my office on the 5th day of May, 1994 at 58 minutes past 2 o'clock P. M., and is recorded on Page of Book of Records of Deer Lodge County, State of Montana.

County Recorder Roggy Davis Deputy Fee \$ 114.00