EXHIBIT 1
DATE 3/11/09
SB 464

ACCESS AGREEMENT

[redacted] ("Owner") and **Atlantic Richfield Company** ("Atlantic Richfield") enter into this Access Agreement ("Agreement") this [redacted] day of [redacted], 2007.

1. In connection with removal of mining material from portions of the Georgetown Railroad Bed Site, Atlantic Richfield is requesting temporary access to conduct the material removal.

2. Access to property owned by Owner and as described in Exhibit A is needed to conduct certain work required in the RA.

3. Owner agrees to permit Atlantic Richfield to conduct such work on Owner's property.

Therefore, in the mutual interest of Owner and Atlantic Richfield in furthering the protection of public health and the environment, including the benefits to Owner's property, Owner and Atlantic Richfield further agree as follows:

1. GRANT OF ACCESS. Owner hereby grants to Atlantic Richfield including the authorized representatives of each, the right to enter Owner's real property, as described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"), to conduct activities including without limitation, excavation and/or removal of soils, monitoring and sampling (or to receive split samples) of environmental media, ingress and egress of equipment, machinery and personnel, staging and temporary storage of equipment, and conducting other information gathering activities such as field investigation, data collection, surveys and testing (collectively referred to as "Work"). Owner warrants and represents to Atlantic Richfield that, to the best of Owner's knowledge, Owner possesses ownership interests in the Property sufficient to grant access to Atlantic Richfield to conduct the Work. Atlantic Richfield will make every reasonable effort to minimize any inconvenience to Owner during its Work on the Property, and will work closely with Owner to address any concerns Owner may have about the Work.

2. INDEMNIFICATION OF OWNER. Atlantic Richfield agrees to indemnify and hold harmless Owner from any and all actions, claims, damages, losses, liabilities, or expenses, including damage to property or for loss of use of property, ("Liabilities") which may be imposed on or incurred by Owner as a result of Atlantic Richfield's negligent, wrongful acts or omissions while on the Property to conduct the Work, except to the extent that such liabilities result from the acts or omissions of Owner. Provided that the Work is conducted without negligence or wrongful acts by Atlantic Richfield, Owner and Atlantic Richfield agree that the Work conducted pursuant to this Agreement shall not give rise to a claim for indemnification under this provision.

3. COVENANT NOT TO SUE. Except for the indemnification as provided in Paragraph 2 of this Agreement, Owner covenants not to sue Atlantic Richfield for, and hereby releases Atlantic Richfield from, any liability for any actions, claims, damages, losses, expenses,

or any other liabilities, including but not limited to damages to property or for loss of use of property, arising out of or related to the Work.

4. NOTICE. Atlantic Richfield shall provide Owner, either in writing or verbally, with at least 24 hours notice prior to first commencing the Work on the Property.

All written notices pertaining to this Agreement shall be sent to Owner and Atlantic Richfield at the respective addresses below. Either Owner or Atlantic Richfield may designate a different address for receipt of notice by providing written notice of such change to the other.

TO Atlantic Richfield:

Attn: Trey Harbert
317 Anaconda Road
Butte, MT 59701
(406) 723-1816

TO OWNER: [redacted]

5. RESTORATION OF PROPERTY. Upon completion of the Work, Atlantic Richfield will use its best efforts to return the Property to the condition it was in at the time Atlantic Richfield first entered the Property under this Agreement, provided such restoration is not inconsistent with the Work conducted pursuant to this Agreement.

6. CONDITION OF THE PROPERTY. If the Work entails the excavation and removal of soils, Atlantic Richfield will photograph the Property prior to and upon completion of the excavation and removal of soils to document and obtain a fair and accurate representation of the condition of the Property.

7. MISCELLANEOUS.

a. Effect of Agreement. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of Owner and Atlantic Richfield and their respective assigns and successors in interest.

b. Negation of agency relationship. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between Owner and Atlantic Richfield. Neither Owner nor Atlantic Richfield is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

c. Termination. Except with respect to paragraphs 2, 3 and 7.a of this Agreement, this Agreement will terminate thirty (30) days following Atlantic Richfield's written notification to Owner that the Work is complete.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

e. Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

f. Entire Agreement. This Agreement embodies the entire agreement of Owner and Atlantic Richfield with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by Owner and Atlantic Richfield.

IN WITNESS WHEREOF, Owner and Atlantic Richfield have executed this Agreement effective as of the date first written above.

OWNER

[redacted]

Atlantic Richfield Company

By: _____

Title: Project Mgr.