

PLATTED VERIFIED
ENTERED MICROFILMED

Parcel No. _____

RIGHT OF WAY EASEMENT

THE STATE OF UTAH :
: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBER :

The undersigned Owner(s) ("OWNER"), whether one or more, of the real estate herein described, for valuable consideration received, receipt of which is hereby acknowledged, hereby grants, sells, conveys and warrants to CHEVRON PIPE LINE COMPANY ("CPL"), its successors and assigns the rights, privileges and easements hereinafter set forth with respect to the following described real estate in the County of Weber, State of Utah, to wit:

See Attached Exhibit "A"

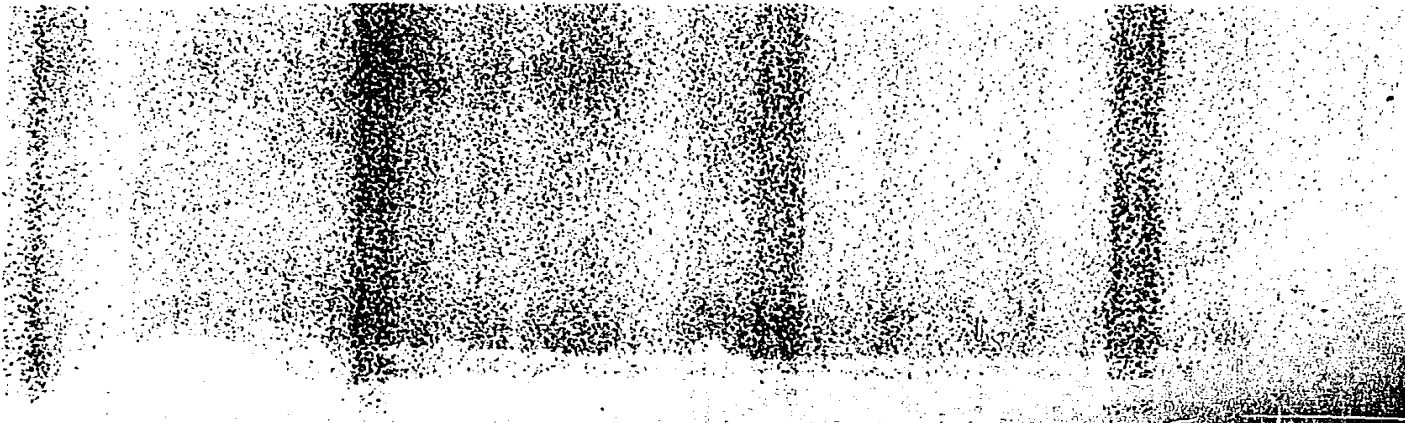
08-062-0001

(hereinafter referred to as "the land.")

The rights, privileges, and easements hereby granted to CPL shall include the right, privilege and easement to construct within and across the land and to operate, maintain, protect, inspect, test, repair, alter, replace, move, remove, change the size of, and abandon in place a pipeline and any additional pipelines desired by CPL for the transportation of gas, oil, or other substances transportable by pipeline, together with all other rights reasonably necessary for the exercise of the rights, privileges and easements hereby granted. The easement hereby granted is more particularly shown on Exhibit "B" attached hereto and made a part hereof.

As used herein, the term "pipeline" shall also include such surface and subsurface pipeline appurtenances and facilities as are reasonably necessary or required in the judgment of CPL for the operation or maintenance of any such pipeline (including, but not limited to, communications and buried electrical cables with necessary manholes and splice points at or above ground level, air patrol markers, valves, corrosion control equipment and fencing or any other necessary security apparatus). CPL shall have the right of ingress and egress over the land for the exercise of the rights, privileges and easements herein granted. During construction and maintenance, CPL may use additional work space as shown on the attached Exhibit "C".

TO HAVE AND TO HOLD such rights, privileges and easements unto said CPL, its successors and assigns, until CPL shall release such rights, privileges and easements by an instrument in writing and duly recorded.



RIGHT OF WAY EASEMENT

The terms and conditions of this easement are as follows:

1. OWNER represents and warrants that OWNER holds an interest in the land and that OWNER is authorized and empowered by such interest to properly and lawfully grant this easement to CPL.
2. CPL agrees that pipeline shall be constructed and buried to a depth across the land so as to be in compliance with governmental regulations applying to such construction as of the date hereof. In addition, CPL shall have the right from time to time to cut or otherwise remove all trees, undergrowth, and other obstructions that in its judgment may injure, endanger, or interfere with the exercise by CPL of the rights, privileges and easements herein granted.
3. CPL shall, as practicable, restore land, vegetation and improvements which may be removed, altered or damaged by the exercise of the rights herein granted, however, where complete restoration cannot be made any actual losses incurred are settled with the valuable consideration for this easement.
4. CPL shall pay the then OWNER of the land and/or tenant or lessee thereof, as their respective interests may appear, for any future actual losses, where complete restoration cannot be made to fences, improvements, growing crops and timber which may be caused by the exercise of the rights, privileges and easements herein granted.
5. OWNER hereby reserves the right to use the land in any manner that will not prevent or interfere with the exercise by CPL of its rights, privileges and easements hereunder, provided, however, that OWNER shall not construct or permit to be constructed any house, structure, paving, reservoir or other obstruction or excavation on, over, or within said easement. In addition, OWNER will not change the grade over any pipeline constructed without the express prior consent of CPL.
6. CPL shall have the right of assignment in whole or in part of the rights, privileges and easements granted hereby.

OWNER acknowledges that the making, execution and delivery of this easement has been induced by no representations, statements, warranties or agreements other than those herein expressed. This easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the party, relating to the subject matter hereof.

Executed this 14th ⁻³⁻ day of May, 1993.

CHEVRON PIPE LINE COMPANY

By: [Signature]

[Signature]
Janice J. Sackett, Surviving Trustee

Its: Product System Team Leader

[Signature]
Larry Jardine, Surviving Trustee

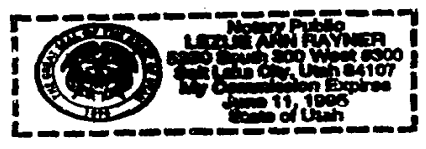
STATE OF Utah,

s:

COUNTY OF Salt Lake

On this 14th day of May, 1993, before me, a notary public in and for said county and state, personally appeared [Signature], known to me to be the Product System Team Leader of Chevron Pipe Line Company, the corporation named in the above instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county, the day and year first above written.



[Signature]
NOTARY PUBLIC for Utah
Residing at Salt Lake City
My Commission Expires June 11, 1995

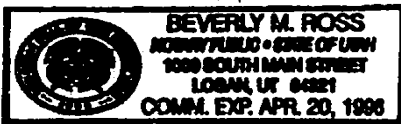
STATE OF Utah)

SS:

COUNTY OF Cache)

On this 13th day of May, in the year 1993, before me, Beverly M. Ross, a Notary Public for the State of Utah, personally appeared Larry L. Jardine, known to me (or proved to me on oath of _____) to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged to the that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Beverly M. Ross
NOTARY PUBLIC for Utah
Residing at Jordan, Ut
My Commission Expires 4-20-96

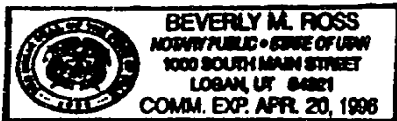
STATE OF Utah)

SS:

COUNTY OF Cache)

On this 13th day of May, in the year 1993, before me, Beverly M. Ross, a Notary Public for the State of Utah, personally appeared Janice J. Sackett, known to me (or proved to me on oath of _____) to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged to the that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Beverly M. Ross
NOTARY PUBLIC for Utah
Residing at Jordan, Ut
My Commission Expires 4-20-96

EXHIBIT "A"

PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTERS OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING SOUTH 89D41'27" WEST ALONG THE NORTH LINE OF SAID SECTION 11, 1793.65 FEET, (WEST 1776 FEET BY RECORD) FROM THE NORTHEAST CORNER OF SAID SECTION 11, AND RUNNING THENCE WEST 1284 FEET, MORE OR LESS, TO EAST LINE OF O.S.L.R.R. RIGHT-OF-WAY; THENCE SOUTH 40D58' WEST 687.3 FEET; THENCE SOUTH 56D36' EAST 214 FEET; THENCE SOUTH 33D28' WEST 583 FEET; THENCE NORTH 57D58' WEST 251.2 FEET TO EASTERLY LINE OF O.S.L.R.R. RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST LINE OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH TO THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST TO A POINT NORTH 0D31' EAST 1320 FEET AND SOUTH 89D44'20" WEST 991.50 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 54D EAST ALONG THE WESTERLY BOUNDARY OF CEDAR RIDGE SUBDIVISION 36.07 FEET, THENCE NORTH 36D EAST 210.0 FEET; THENCE SOUTH 54D EAST 145.0 FEET; THENCE SOUTH 36D WEST 12.13 FEET; THENCE SOUTH 54D EAST 112.96 FEET; THENCE NORTH 36D EAST 121.06 FEET; THENCE SOUTH 54D EAST 160.0 FEET; THENCE SOUTH 36D WEST 38.79 FEET TO SOUTH LINE OF NORTH 1/2 OF SAID NORTHWEST QUARTER SECTION; THENCE EAST 148.66 FEET; THENCE NORTH 36D EAST 14.82 FEET; THENCE NORTH 54D00' WEST 10.00 FEET; THENCE NORTH 36D EAST 120.79 FEET; THENCE SOUTH 54D EAST 195 FEET; THENCE EAST TO THE WEST LINE OF SERRANO PARK SUBDIVISION UNIT NO. 1, THENCE NORTH 0D48'14" EAST 351.5 FEET, THENCE NORTH 89D11'46" WEST 7.66 FEET, THENCE NORTH 0D48'14" EAST 559.00 FEET TO THE NORTHWEST CORNER OF ROYAL VIEW SUBDIVISION PHASE 1, THENCE SOUTH 89D11'46" EAST 296.86 FEET, THENCE SOUTH 0D48'14" WEST 421.00 FEET TO THE NORTH LINE OF SERRANO PARK SUBDIVISION UNIT NO.1, THENCE SOUTH 89D11'46" EAST 118.28 FEET TO THE WEST LINE OF 2175 WEST STREET, THENCE NORTH 0D48'14" EAST 838.32 FEET ALONG THE WEST LINE OF STREET TO THE POINT OF BEGINNING.

EXHIBIT "B"

The following list of improvements crossing the CPL right-of-way are all depicted on the preliminary plat of Royal View Subdivision No. 2 attached hereto and incorporated by this reference - DWG No. F-10858-0.

1. A buried telephone cable crossing Lot 29.
2. An asphalt roadway known as 4150 South Street together with concrete curb, gutter and sidewalk.
3. A buried power cable crossing on the north side of 4150 South Street.
4. A 2 inch plastic gas line crossing on the north side of 4150 South Street.
5. A 6 inch water line crossing on the north side of 4150 South Street.
6. A 6 inch PVC secondary water line crossing on the north side of 4150 South Street.
7. An 8 inch concrete sewerline crossing on the south side of 4150 South Street.
8. A 2 inch plastic gas line crossing on the south side of 4150 South Street.

EXHIBIT C

I. General requirements for buried line crossings:

- A. All buried lines crossing Chevron Pipe Line's ("CPL") right-of-way must cross at an angle of 45 degrees or more for water, power and gas lines. During construction now or at anytime in the future, no more than twenty (20) feet of trench exposing the CPL pipeline shall be allowed.
- B. All buried lines must cross under CPL's pipeline with the exception of item #6 in Exhibit "B".
- C. All buried lines crossing CPL's pipeline shall maintain a minimum of 24 inches between the pipeline and the utility line. The utility shall maintain the same depth of cover clear across the entire right-of-way. At no time shall the clearance between CPL's pipeline and the utility be less than 24 inches.
- D. All buried lines must be nonmetallic material or have one corrosion test lead installed on both the metallic utility pipe and CPL's pipe. This test lead will provide a means to monitor interference with CPL's cathodic protection system.
- E. CPL's personnel must install the lead on CPL's pipeline and, if requested, CPL will also install the lead on the crossing utility pipe.
- F. Metallic pipe crossings shall be protected by a coating for at least ten feet each side of the CPL pipeline.

II. Specific requirements for water, gas and sewer crossings:

- A. Proposed 6- or 8-inch PVC water line crossing on the north side of 4150 South Street must meet the General Requirements. (To be included will be the requirement of PVC to be used 100 feet on either side of pipeline centerline)
- B. Proposed 6- or 8-inch PVC secondary water line crossing on the north side of 4150 South Street must meet the General Requirements. (To be included will be the requirement of PVC to be used 100 feet on either side of pipeline centerline)
- C. Proposed 8-inch PVC sewer line on the south side of 4150 South Street must meet all the General Requirements and be watertight.

- D. Proposed 2-inch plastic gas line on the north side of 4150 South Street shall meet all the General Requirements.

III. Specific requirements for buried telephone and cable TV line crossings.

- A. All buried telephone and cable TV lines shall be installed in accordance with guidelines of the National Electrical Safety Code.
- B. All buried telephone and cable TV lines shall be encased in a rigid nonmetallic conduit across the entire width of the right-of-way.
- C. Proposed telephone and cable TV lines that cross the CPL's right-of-way shall meet all the General Requirements.

IV. Specific requirements for buried power line crossings:

- A. The proposed buried power lines on the north side of 4150 South Street shall meet the General Requirements.
- B. All buried power lines shall be installed in accordance with guidelines of the National Electrical Safety Code (public utility power and light companies) or the National Electric Code (private power and light companies).
- C. All buried power lines shall be encased in a rigid nonmetallic conduit. It is recommended but not required that a slab of concrete, red in color, and at least 2 inches thick by 1 foot wide shall be placed over the conduit. The conduit and concrete slab (if used) shall have a constant depth of cover and extend across the entire width of the right-of-way. The top of the red concrete slab (if used) shall be at least 24 inches below the CPL pipeline.
- D. All buried power lines shall have signs placed at each edge of the right-of-way to mark the underground cable angle and the path of the crossing.
- E. If the proposed underground power cable has a concentric neutral, a test point from the ground wire shall be installed by the power company, and in turn CPL personnel will install a test point from CPL's pipeline. These test points will be utilized for CPL cathodic protection interference tests.

V. Backfill requirements for all foreign line crossings:

- A. Backfilling will be permitted only after all inspections of piping have been performed and test leads are connected if they are required. Backfilling must be with the appropriate specified material and compacted according to the following specifications. Inspections and connecting test leads will be promptly carried out to avoid unreasonable delays in construction.
- B. The pipe zone material shall extend 6 inches under the Chevron pipe and 18 inches to the side and 18 inches over the top of the Chevron pipe. The material placed in this pipe zone must be free of all rock larger than 1/4 inch, all frozen material, or any organic material. It is preferable that the pipe zone material be clean fine grain sand. If the native trench excavated material does not meet these specifications, imported bedding will be used.
- C. The material above the pipe zone may use native excavated material as long as it is free from brush, perishable material, trash, rocks, or boulders larger than 6 inches in the greatest dimension or frozen material. If the material has rock that exceeds the 6 inch size the material may be run through a grizzly or screen to remove the oversized rock or imported material that meets the specification.
- D. The material that is excavated and replaced in the right-of-way will be replaced and compacted. All compaction within the pipe zone shall be not less than 95 percent of the maximum dry unit weight, as determined by AASHTO T-99, method D or ASTM D-698, Method D, or compacted to not less than 70 percent of the maximum relative density as determined by ASTM D-2049. If the material is of a sandy nature requiring the ASTM D-2049 test procedure, 10 days must be allowed for the establishment of the relative density. CPL will waive the 10-day requirement if: (1) the Developers provide standard proctors for the materials used at least two days before construction, or (2) the compaction meets Weber County Highway District standards and testing is done by a third party and CPL can observe the procedure. If the Developers proceed under item (2) above and later it is discovered the compaction is not adequate, the Developers at their expense will recompact to meet CPL requirements. During the progress of the work, the CPL Representative may make test of the compacted material to determine the in-place dry unit weight in accordance with one of the following procedures: ASTM D-1556, ASTM D-2167, ASTM D-2922, AASHTO T-191 or AASHTO T-205.

- E. Extreme care shall be exercised during the construction operation to not damage the pipeline coating. Any damage to this coating shall be brought to the attention of the CPL Representative. The damage shall be repaired to the satisfaction of CPL before the operation proceeds.

VI. Specific requirements with regard to pipeline cover:

- A. The finished roadway surfacing (asphalt surfacing 2 1/2 inches thick) shall be at least 42 inches above the top of the CPL pipeline. If new roadways are constructed, it will be the responsibility of the Developer/Contractor to design the aforementioned clearance into the roadway. This may be done by increasing the elevation of the roadway or having CPL lower the pipeline.
- B. A CPL Representative must be on site while this excavation is taking place. All excavation within 24 inches of the CPL pipeline must be accomplished by hand methods. No load will be permitted over the pipeline while this material is being or has been removed. The placement of at least 30 inches of road base must be over the pipeline before any heavy equipment or construction vehicles can be driven over the pipeline.
- C. Any proposed change in cover on the pipeline shall be reported to the CPL District Office in Salt Lake. No construction grading or excavation in the CPL right-of-way may be done without a CPL Representative present.

VII. Private Driveways:

- A. CPL prefers that no concrete or asphalt be placed in the right-of-way. However, if the Developers desire to locate a driveway on top of the pipeline, they must first obtain CPL's advance written consent. To change the above locations the Developers must give the reasons for a change and CPL will review the request based upon state and federal laws and regulations and company policies. CPL may refuse to consent if in CPL's opinion the location of the driveway violates a law, regulation or policy or is not in accordance with safe operation of the pipeline.

VIII. Pipeline Marking:

- A. The pipeline shall at all times be marked using current markings approved by CPL.

EXHIBIT "D"

Chevron Pipeline Easement. Certain lots and areas within the Royal View Subdivision #1 are crossed by a 16.5 foot wide pipeline right-of-way owned by the Chevron Pipe Line Company ("CPL") which has two high pressure pipelines containing petroleum products. The specific location of the pipeline right-of-way is shown on the recorded plat of the subdivision. In order to ensure the safety of residents, of the subdivision, the continued safe and uninterrupted operation of the pipeline, and to allow CPL the right to exercise its rights under the right-of-way with minimum interference or problem, Owners of lots that are adjacent to or crossed by the outer boundary of the pipeline right-of-way are subject to and shall comply with the following requirements:

a. No building, building overhang, foundation or other structure or physical improvement of any type which, in CPL's opinion, unreasonably impedes or hampers CPL's access to the pipeline may be located or constructed at any time within the pipeline right-of-way;

b. The construction of any structure or improvement on any lot or common area burdened by a right-of-way shall be diligently prosecuted by the Owner with due care and in accordance with sound design, engineering and construction practices, and in a manner which will not unreasonably interfere with CPL's rights in the right-of-way;

c. Except as otherwise agreed in writing by CPL, no buried utility lines shall be installed across the pipeline right-of-way and no asphalt, concrete, or other hard surface, driveway, or road, or any other major modification of the surface of the pipeline right-of-way shall be constructed without prior consultation and written agreement with CPL;

d. Landscaping on the pipeline right-of-way shall be limited to grass, sod, and shrubbery having root lengths extending less than eighteen (18) inches beneath the surface at all times;

e. CPL shall have the right to mark the location of its pipeline at any time for any reason with markers presently or routinely used by CPL in residential area;

f. No excavation, digging, grading, or use of heavy machinery may take place on CPL's right-of-way without adequate prior notice to CPL, and at a minimum without prior notice in accordance with the provisions of Section 54-8a, Utah Code, unannotated and other applicable provisions of Utah law, as the same may be amended.

g. CPL shall have the right, if exercised, to access its right-of-way across, lots subject to the right-of-way, and Owners shall not restrict CPL's access to the pipeline right-of-way, and any fences crossing the pipeline right-of-way shall contain gates sufficiently wide to allow CPL vehicles and equipment to move along the right-of-way. Fences installed parallel to the pipeline shall not be closer than 8.25 feet to the centerline of the easement. Owners shall take proper care when digging post holes near the pipeline by hand excavating within the easement boundaries;

h. Owners shall not remove or disturb signs or markers installed by CPL to mark the location of the pipeline right-of-way without the express written consent of CPL; and

i. Owners will at all times give due regard to the need for the continued safe and uninterrupted operation of CPL's pipeline thereon, and will indemnify and hold CPL harmless from all loss, cost, and expense, including attorney fees, arising from the failure to Owners to abide by the terms of this covenant and restriction.

As an additional precaution to the foregoing and in furtherance of ensuring the safety of the residents of the subdivision and the continued safe and uninterrupted operation of the pipeline, Owners of any lot within ten (10) feet of the outer boundary of the existing pipeline right-of-way, are recommended to contact CPL and request comments and suggestions prior to the construction or erection of any building, foundation, structure, physical improvement or landscaping within ten (10) feet of the boundary of the pipeline right-of-way, and to submit plans and specifications showing the property structure or improvement in advance for comment by CPL.

As used herein, Owner shall mean the original owner of a lot or lots and all successors and assigns thereof.

EXHIBIT "E"

CHEVRON PIPE LINE COMPANY EASEMENT

A 16.5' pipeline right-of-way for the transportation of petroleum products has been granted to Chevron Pipe Line Company. The easement contains two (2) high pressure, 8 inch O. D. steel pipelines. Call Chevron Pipe Line Company, Salt Lake area Office at (801) 539-7293 prior to any construction activity in the vicinity of the pipeline.