

PLATTED VERIFIED
ENTERED MICROFILMED

E# 1225979 BK1663 PG1656
DOUG CROFTS, WEBER COUNTY RECORDER
14-MAY-93 230 PM FEE \$57.00 DEP MH
REC FOR: CHEVRON_PIPE_LINE_CO.

LINE CROSSING AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, CHEVRON PIPE LINE COMPANY, a Delaware Corporation ("CPL") is the present owner of a recorded right-of-way easement that crosses a portion of the land described in Exhibit "A" (the "Land") attached hereto and incorporated by this reference; and

WHEREAS, said right-of-way provides that no structure may be erected upon or made on said right-of-way; and

WHEREAS, Max L. Johnson, Janice J. Sackett and Larry Jardine, Trustees of the trust created the 18th day of December, 1972, for the benefit of Max L. Johnson and others, as to an undivided one-half (1/2) interest; and Max L. Johnson, Janice J. Sackett and Larry Jardine, Trustees of the trust created the 18th day of December, 1972, for the benefit of Janice J. Sackett and others, as to an undivided one-half (1/2) interest, jointly and severally hereinafter referred to as (the "Developer"), are the successors-in-interest to the grantor of said right-of-way as the owner of the land burdened by said right-of-way; and

WHEREAS, The Developer has proposed certain improvements crossing over, under and through the right-of-way to serve a single-family residential subdivision.

WHEREAS, the Improvements are described more specifically on Exhibit B attached hereto and CPL is agreeable to allowing the Improvements to be installed and constructed provided the Developer strictly complies with all CPL requirements as set forth in Exhibit C attached hereto and by reference made a part hereof.

NOW, THEREFORE, notwithstanding any of the provisions contained in said right-of-way prohibiting such construction, CPL hereby consents and agrees to the construction of only the Improvements, insofar as CPL has the lawful right so to do, subject to the following terms and conditions:

1. It is understood and agreed that, except as specifically permitted, the Developer shall not erect, construct or create any building, house, improvement, structure, or obstruction of any kind within said right-of-way area, or cause or permit such work or said acts to be done by others. The Developer shall indemnify, defend, and save harmless CPL, its successors and assigns, and its parent company, Chevron Corporation, from any and all cost, loss, damage, expense or claim of any kind or nature whatsoever arising from any act or omission of the Developer, its agents, employees, contractors or subcontractors in connection with construction or maintenance of the Improvements or from the continued existence of such Improvements. CPL only consents to those Improvements described in Exhibit B.
2. If CPL deems it necessary to remove any portion of the Improvements when in CPL's opinion the Improvements materially impair or interfere with CPL's rights under the CPL right-of-way, CPL may do so without any obligation to

repair or replace the same and CPL shall not be liable to any person for any loss or damage caused by such removal or displacement.

3. The Developer shall promptly pay for any and all damages to CPL's pipeline or pipelines (including without limitation loss of product) and shall indemnify, defend and hold CPL harmless from and against any and all loss, costs, claims or damages or liability resulting from injury to or death of any person or persons, including without limitation the Developer, or its agents, employees, contractors and subcontractors of either of them, or damage to any property of any person, or such damage, injury or death resulting from the construction, maintenance or existence of any of the Improvements in or upon the right-of-way.
4. The Developer shall pay all expenses required to mitigate cathodic protection interference caused by the Improvements or their construction. Further, the Developer agrees to give CPL reasonable advance written notice of any proposed use of metal pipe or metal structures anywhere on, in or near the right-of-way.
5. The Developer agrees to construct the Improvements according to the requirements set forth in Exhibit "C" attached hereto and incorporated by this reference. No equipment, vehicles or machinery having a gross loaded weight in excess of two tons shall be driven on or across the right-of-way, until CPL has determined that adequate cover is in place to prevent damage to the pipeline. CPL reserves the right to require the placement of temporary construction fencing to prevent damage to its pipelines by the movement of heavy equipment during construction.
6. The Developer may not construct any road, driveway, sanitary sewer or other utility crossings unless they are set forth in Exhibit "B".
7. Both CPL and the Developer acknowledges that proper ground cover over CPL's pipeline(s) is required for maintenance of a safe pipeline operation. Accordingly, if adequate ground cover cannot be reached in the Developer's development plans, CPL may, at CPL's option, lower the section of pipeline at issue or cause additional fill to be placed over the pipeline, either at the Developer's expense, after the line is lowered once as required by the original right-of-way grant dated September 6, 1949.
8. The Developer will give CPL reasonable advance notice of not less than 48 hours of any and all work to be done affecting the right-of-way. Upon receipt of such notice, CPL will provide an on-site representative and will locate and stake pipeline positions at no charge to the Developer. No work shall be done on the right-of-way without a CPL representative present.
9. It is understood and agreed that the right-of-way shall remain in full force and effect, unless altered as expressly set forth herein.
10. This Line Crossing Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns and the benefits

and burdens of this Agreement and the right-of-way shall run with the land. Conveyance of all or part of the Land to third parties, including dedication of roads to the public, shall be subject to the right-of-way and this agreement.

- 11. At any time, CPL may mark its pipeline across the Land using approved CPL markers. CPL may replace or add new markers from time to time.
- 12. The Developer shall incorporate in the covenants, conditions and restrictions on any new subdivision encumbered by CPL's pipeline easement, all of the provisions listed on Exhibit D attached hereto.
- 13. Attached as Exhibit E is a description of the CPL easement. The provisions of Exhibit E shall appear on any final plat on the Land.

Executed this 14th 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

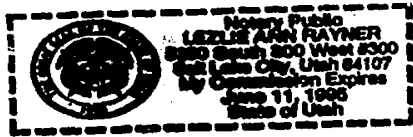
STATE OF Utah)

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 Kevin J. Jasper, 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.



Leslie Ann Rayner
NOTARY PUBLIC for Utah
Residing at Salt Lake City
My Commission Expires June 11, 1995

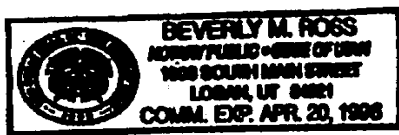
STATE OF Utah)

ss:

COUNTY OF Cache)

On this 17th 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 Logan, Ut
My Commission Expires 4-20-96

STATE OF Utah)

ss:

COUNTY OF Cache)

On this 15th 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 Logan, 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 00D48'14" 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"

PT. 205-1012-2001

BEGINNING ON THE NORTH LINE OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AT A POINT WHICH IS NORTH 89° 41' 27" EAST 261.25 FEET ALONG SAID NORTH LINE OF SAID SECTION 11 FROM THE NORTH QUARTER

CORNER OF SAID SECTION 11, AND RUNNING THENCE

NORTH 89° 42' 02" EAST 3.61 FEET

ALONG SAID NORTH LINE OF SAID SECTION 11, THENCE;

SOUTH 33° 27' 44" WEST 67.40 FEET, THENCE;

SOUTH 56° 32' 16" EAST 7.00 FEET, THENCE;

SOUTH 33° 27' 44" WEST 50.00 FEET, THENCE;

NORTH 56° 32' 16" WEST 7.00 FEET, THENCE;

SOUTH 33° 27' 44" WEST 89.15 FEET, THENCE;

SOUTH 2° 27' 47" WEST 221.93 FEET

TO THE NORTHWEST CORNER OF LOT 21, ROYAL VIEW SUBDIVISION, THENCE;

SOUTH 2° 27' 47" WEST 165.10 FEET

TO THE SOUTHWEST CORNER OF SAID LOT 21, SAID ROYAL VIEW SUBDIVISION, THENCE;

SOUTH 0° 00' 20" WEST 737.72 FEET

ALONG THE WEST LINE OF SAID ROYAL VIEW SUBDIVISION, THENCE;

SOUTH 46° 22' 38" WEST 21.52 FEET, THENCE;

SOUTH 1° 22' 38" WEST 23.82 FEET,

MORE OR LESS TO THE SOUTH LINE PROJECTED WESTERLY OF LOT 29, SAID ROYAL VIEW SUBDIVISION THENCE;

NORTH 89° 59' 40" WEST 16.50 FEET

ALONG SAID SOUTH LINE PROJECTED WESTERLY OF SAID LOT 29, SAID ROYAL VIEW SUBDIVISION, THENCE;

NORTH 1° 22' 38" EAST 31.05 FEET, THENCE;

NORTH 46° 22' 38" EAST 21.29 FEET, THENCE;

NORTH 0° 00' 20" EAST 731.01 FEET, THENCE;

NORTH 2° 27' 47" EAST 391.96 FEET, THENCE;

NORTH 33° 27' 44" EAST 93.73 FEET, THENCE;

NORTH 56° 32' 16" WEST 1.50 FEET, THENCE;

NORTH 33° 27' 44" EAST 50.00 FEET, THENCE;

SOUTH 56° 32' 16" EAST 1.50 FEET, THENCE;

NORTH 33° 27' 44" EAST 56.37 FEET

MORE OR LESS TO SAID NORTH LINE OF SAID SECTION 11, THENCE;

NORTH 89° 41' 27" EAST 16.24 FEET

MORE OR LESS ALONG SAID NORTH LINE OF SAID SECTION 11 TO THE POINT OF BEGINNING.

CONTAINING 0.531 ACRES, MORE OR LESS.

E# 1225979 BK1663 PG1663



ROYAL VIEW SUBDIVISION

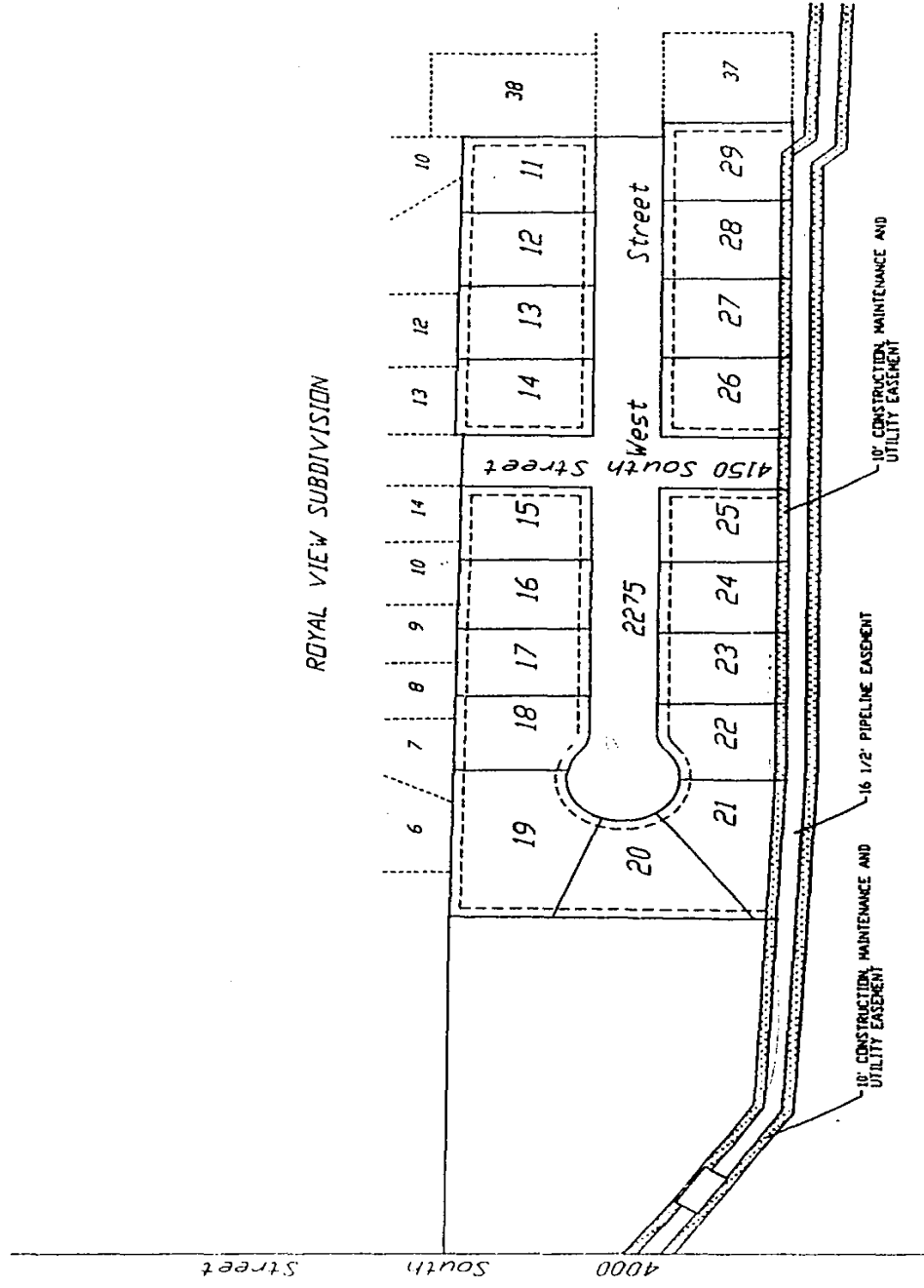


EXHIBIT C

DIR. 166.3 PAGE 1664

A

B

C

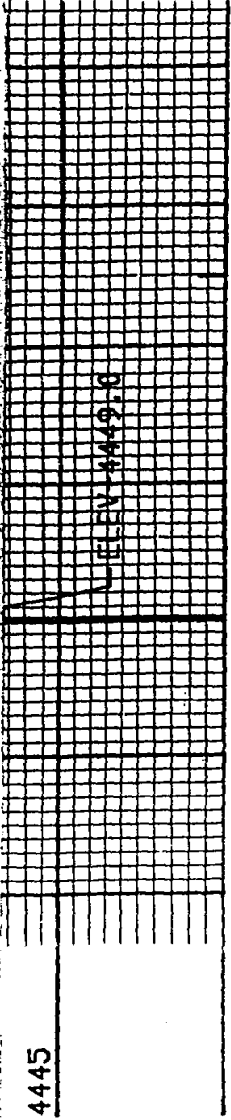


LOT 20

LOT 21

INE

4445



STA 4+00

STA 4+50

STA 5+00

1665

REFERENCE DRAWINGS

TITLE SHEET	1 (F-10855)	MISC & BEND DETAILS	8 (F-10862)
SITE PLAN	2 (F-10856)	PIPING CROSS SECTIONS	9 (F-10863)
PIPING PLAN AND PROFILE	3 (F-10857)	PIPING CROSS SECTIONS	10 (F-10864)
PIPING PLAN AND PROFILE	5 (F-10859)	NEW RIGHT OF WAY PLAN	11 (F-10865)
PIPE DETAILS CP TRENCHES	6 (F-10860)		
BLOCK VALVE DETAILS	7 (F-10861)		

SHEET 1663 PAGE 1664

SHEET 1663 PAGE 1666

D

E

SURVEY COORDINATE TABLE

<u>STATION</u>	<u>NORTHING</u>	<u>EASTING</u>	<u>DESCRIPTION</u>
SP-J	4237.6331	4404.6847	SURVEY POINT J - WEST OF LOT 22
SP-K	4237.5998	4063.7142	SURVEY POINT K - CENTERLINE OF 415

ROYAL VIEW SUBDIVISION

EXISTING 8" SEWER LINE

4150 SOUTH STREET

CENTERLINE OF ROAD

6" PVC CLASS 200 SECONDARY WATER LINE

6" PVC WATER LINE

2" GAS PIPE

LK

UNDERGROUND POWER

UNDERGROUND TELEPHONE

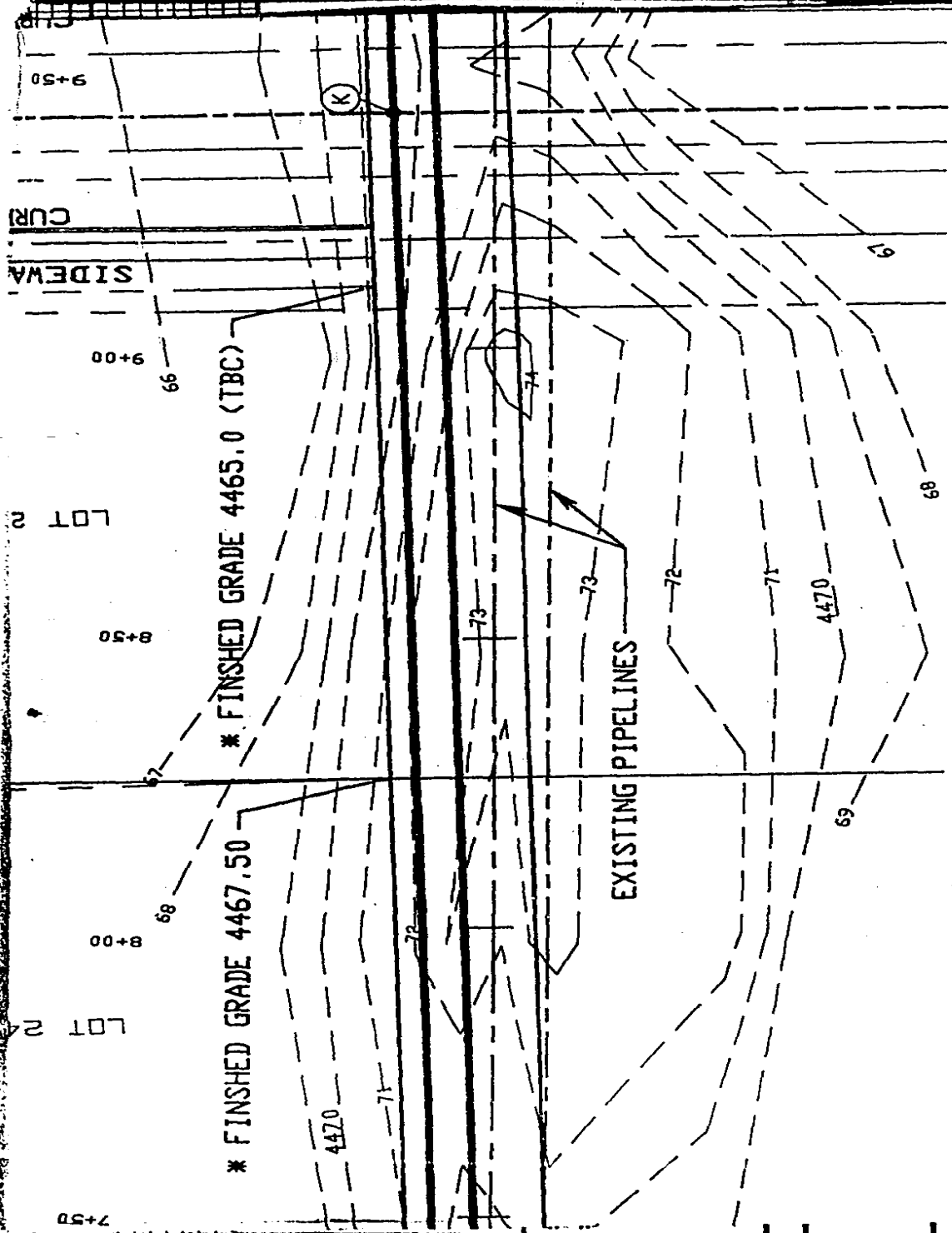
50 SOUTH STREET

APR 16 1991 1667

F

G

H



BOOK 1663 PAGE 1668

LINE

31 OF 1663 PAGE 1670

J

K

NOTES

1. ALL PIPELINE ELEVATIONS ARE TO BOTTOM OF PIPES.
- * DENOTES FINISH GRADE ON LOTS TO BE COMPLETED BY REGENCY CONSTRUCTION INC.
- ** UNDERGROUND UTILITY LINES TO BE INSTALLED AFTER CPL PIPELINE IS IN PLACE.

1

1 CH LINE

1663 OF 31

CON. SIDE
10+00
66
LOT 2

* FINISHED GRADE 4465.0 (TBC)

NEW PIPELINES

67

68

69

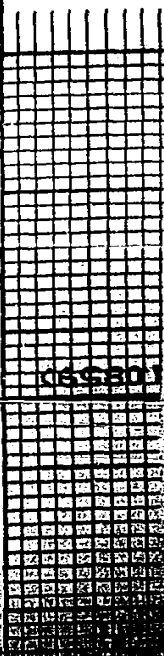
70

69

68

6

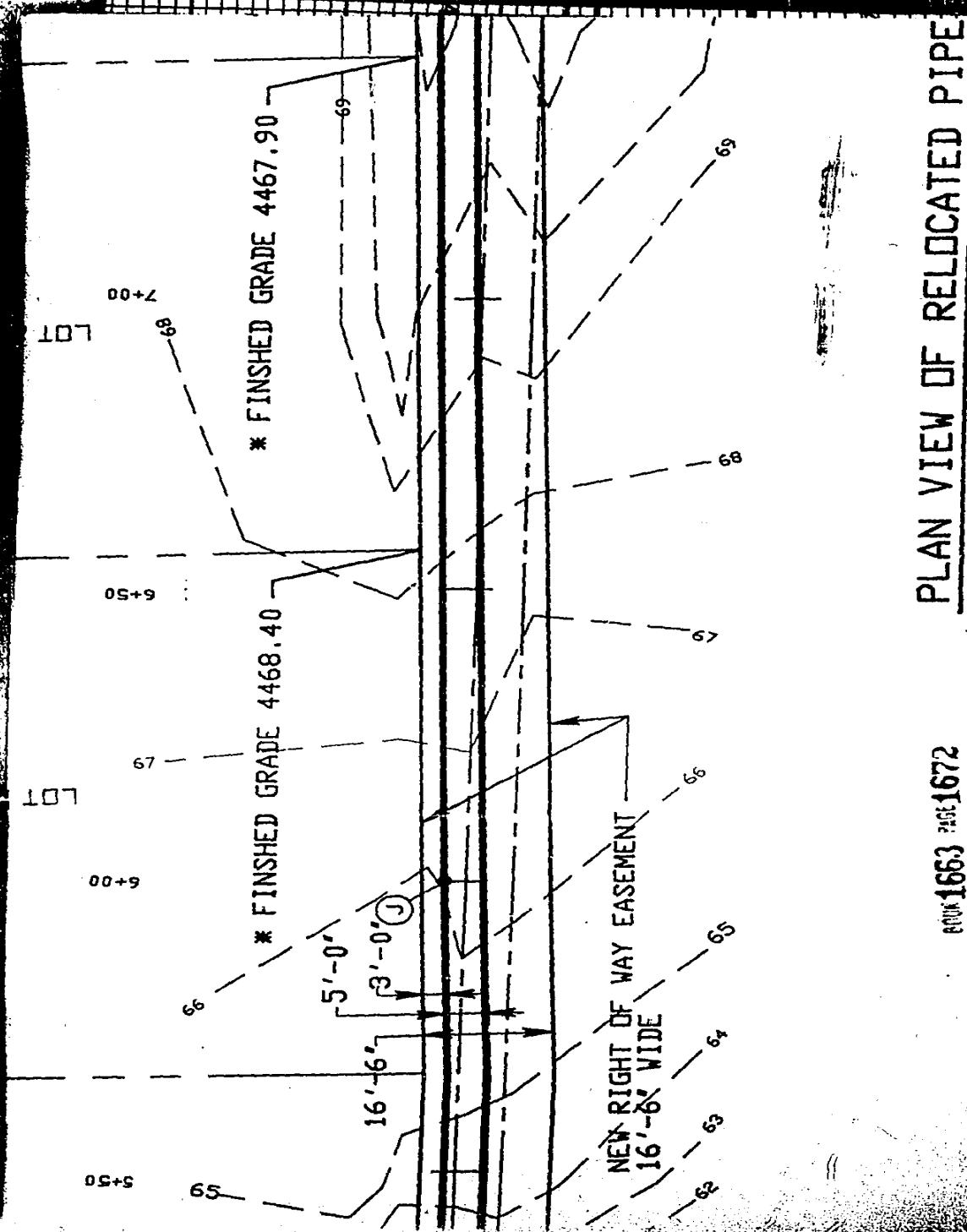
8700.166J PAGE 1671



2

3

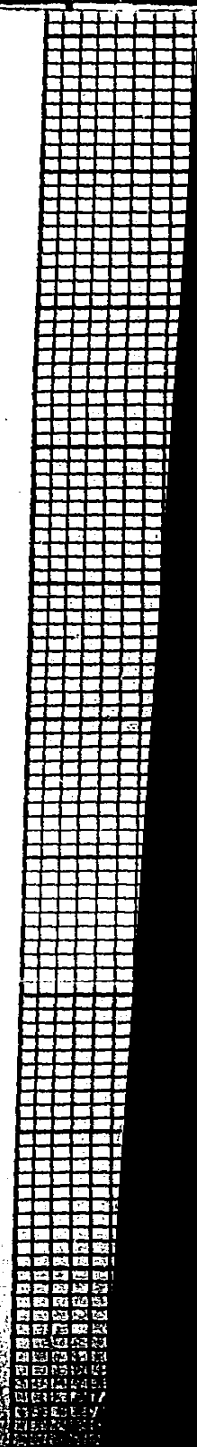
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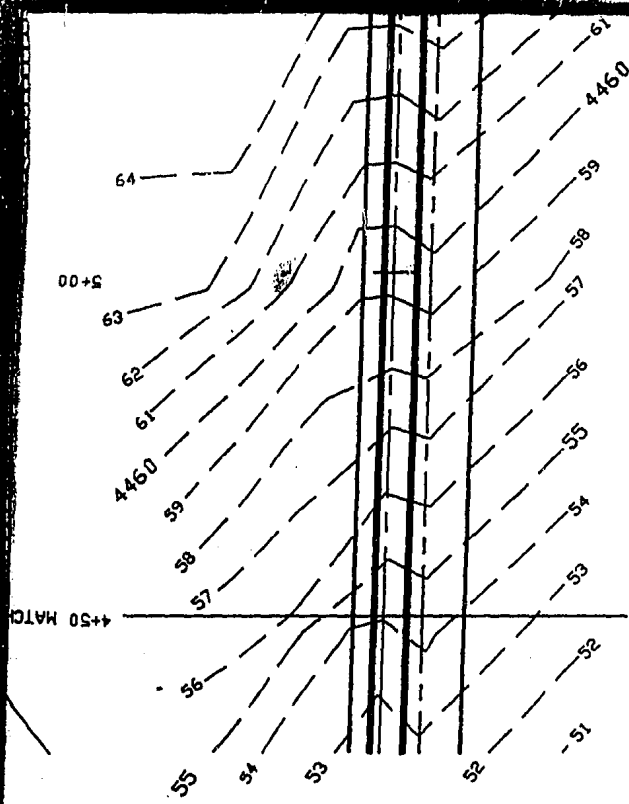


PLAN VIEW OF RELOCATED PIPE

BOOK 1663 PAGE 1672

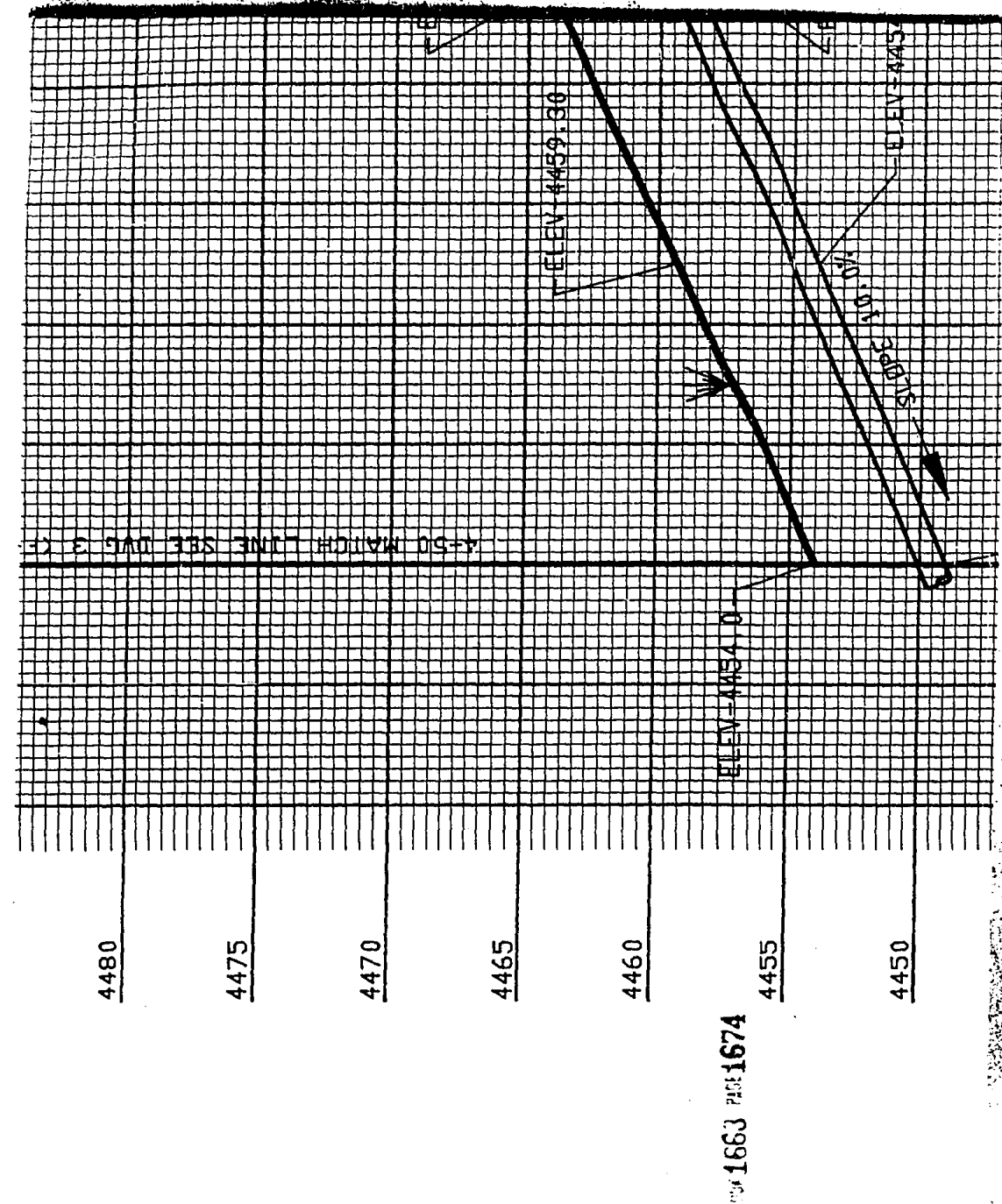
SCALE - 1" = 20'-0"





BOOK 1663 PAGE 1673

1673



4480

4475

4470

4465

4460

4455

4450

1663 PAGE 1674

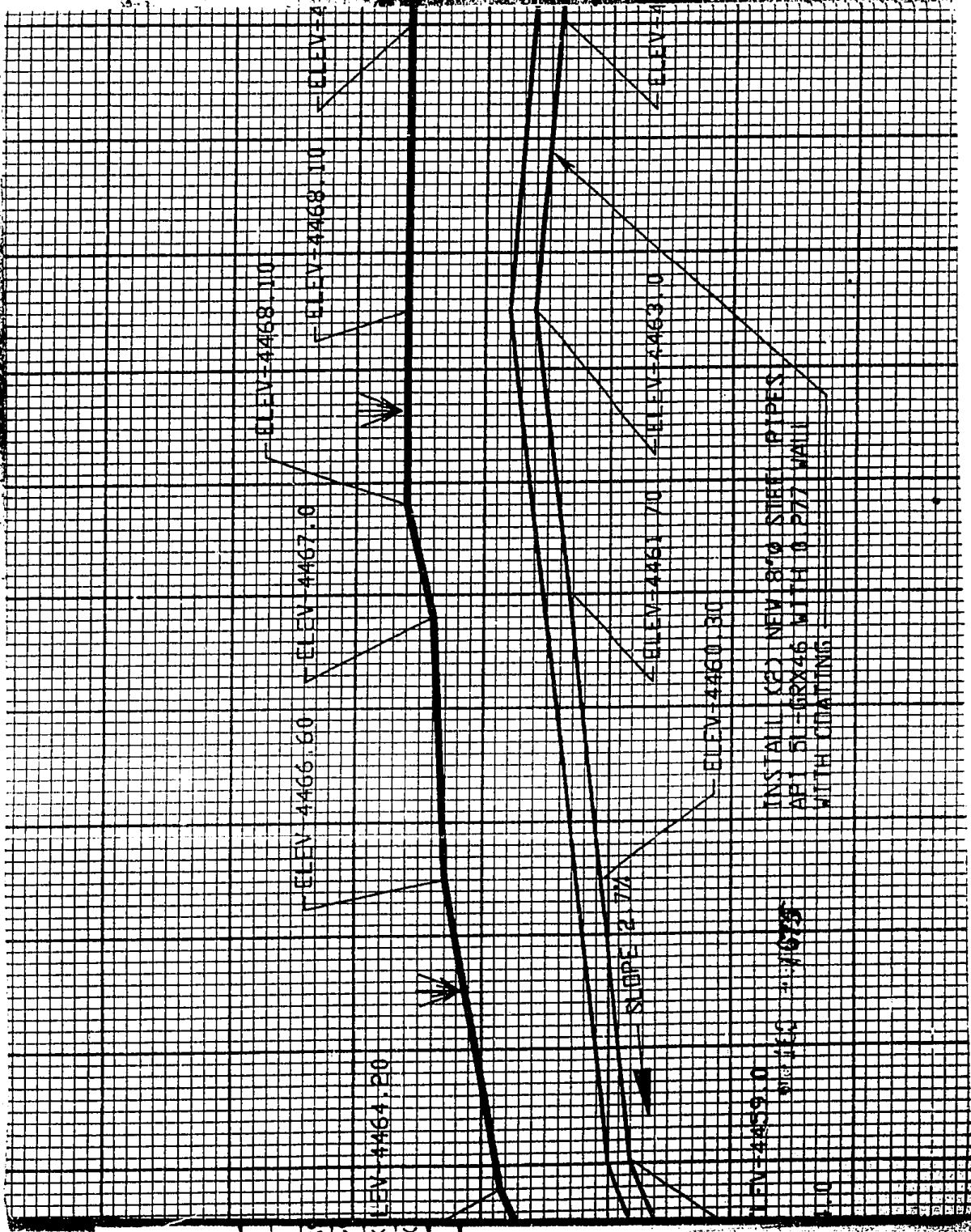
A-B MATCH LINE SEE DWS 3 OF 1663

ELEV=4459.30

ELEV=4454.0

ELEV=4455

1" = 10'



ELEV 4464.20

ELEV 4466.60

ELEV 4467.0

ELEV 4468.100

ELEV 4468.100

ELEV 4468.100

SLOPE 2/74

ELEV 4460.30

ELEV 4461.70

ELEV 4463.0

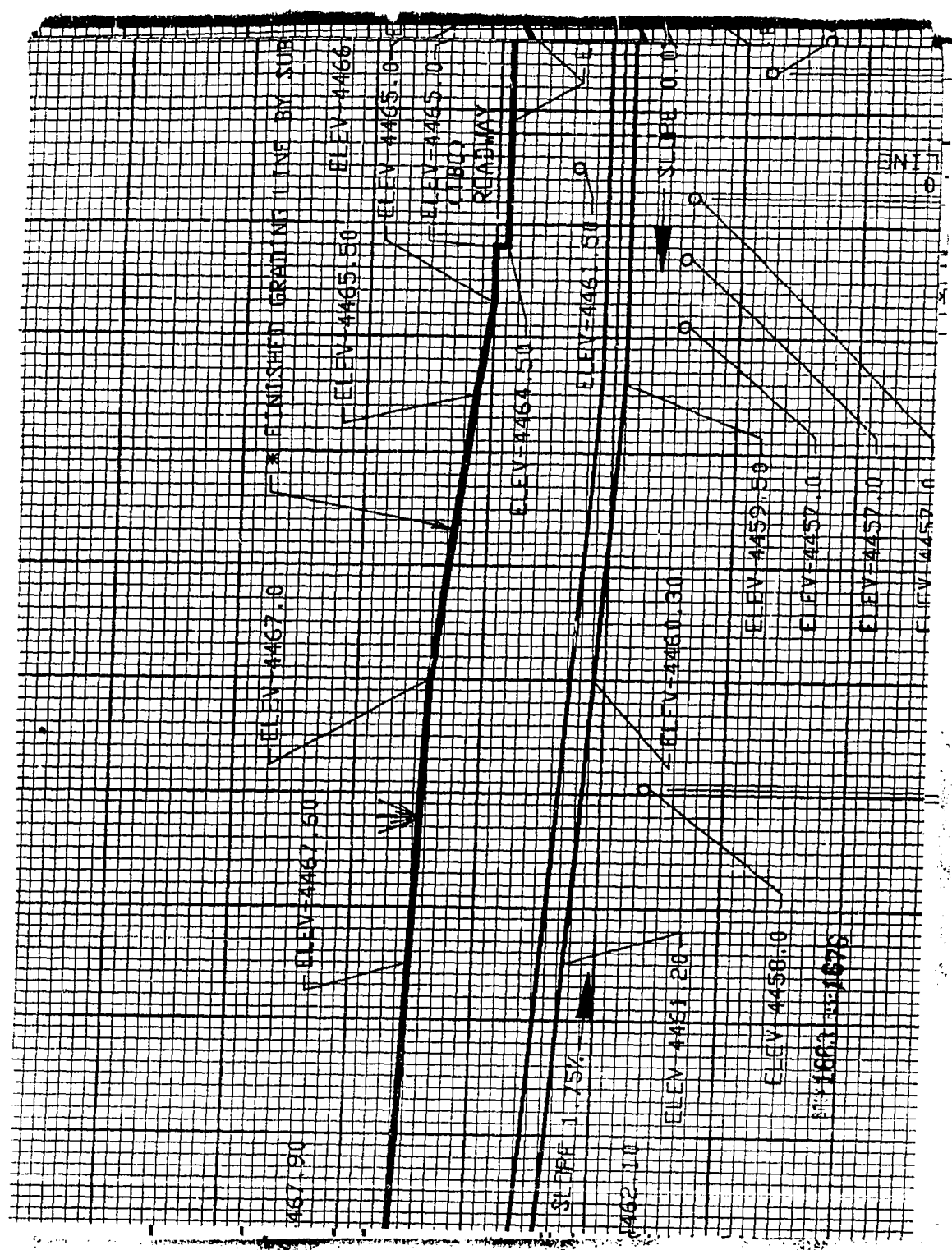
ELEV 4463.0

ELEV 4459.0

NO. 12C 10-11623

INSTALL 12" NEW 8" STIFF PIPES
 APT 51-62X46 WITH 10 P77 WALL
 WITH CHAIRING

1.10



186.1 55.1678

LINE OF MATCH LINE SEE WGS 5 OF

11/11/1977

0



4480

4475

4470

4465

4460

4455

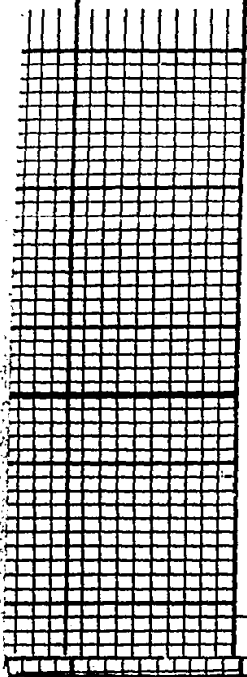
4450

ELEV 4459.58

BM 1663 PACE 1677

5

6



4445

01011663 REF 1678

STA 10+00

STA 10+50

STA 9+68
** 2" GAS PIPE

Drawing Issued:

- FOR REVIEW FOR BID
- FOR APPROVAL FOR CONSTRUCTION
- FOR REFERENCE FOR AS-BUILT
- FOR PERMIT REQUEST

Co.
PIPING PLAN AND PROFILE

ROYAL VIEW SUBDIVISION

PIPELINE RELOCATION PROJECT

DWG 4 OF 11

RDY, UTAH

A

C.C.

S.D.

F-10858-0

F-10858

PROFILE

= 20'-0"
= 5'-0"

STA 8+00

STA 8+31
** UGND TELEPHONE

STA 8+50

STA 9+00

STA 9+12
** UGND POWER

STA 9+24
** 2" Ø GAS PIPE

STA 9+35
** 6" Ø WATER LINE

STA 9+46

ROAD STA 9+50

STA 9+57

** EXIST 8" Ø SANITARY SEWER

STA 9+57
**
STA 9+46
**

PG 1679

BOX 1663



Chevron Pipe Line
Northwestern Business Unit

SCALE NONE

DATE/4/93 DR. DES. CH.

DR. APPR. ENG. VRM

DR'G. DEPT. JR

APPROVED

ENG'R. DEPT. JR

JRM