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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RTT REC'D FOR WOODS CROSS CITY

### FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "**Amendment**") is made and entered into this 7<sup>th</sup> day of January, 2009, by and between **WOODS CROSS REFINING COMPANY, L.L.C.**, a Delaware limited liability company ("**WCR**"); and **WEST BOUNTIFUL CITY**, a municipal corporation organized and existing under the laws of the State of Utah (the "**City**").

#### RECITALS:

A. On or about June 28, 2007, WCR and the City entered into a certain Development Agreement (the "**Agreement**") relating to the installation of certain Projects at WCR's Refinery located between 700 West Street and 1100 West Street and between 500 South Street and approximately 200 North. The Refinery Property is more particularly described in the attached **Exhibit A**. Capitalized terms used in this Amendment but not otherwise defined shall have the same meaning ascribed to such terms in the Agreement.

B. Section 2.1 of the Agreement provides that the Projects identified in the Agreement were approved subject only to WCR obtaining any necessary building permit required pursuant to the City Code and obtaining any necessary federal or state air quality or other environmental permits and approvals. In addition, Section 2.3 of the Agreement provides that any future work at the Refinery that requires a building permit and is not included in the Projects identified in the Agreement would be subject to the review and approval of the City pursuant to the City Code. As used herein, the term "Projects" shall refer to the Modernization Projects and the Environmental Projects identified in the Agreement, the term "**Additional Projects**" shall refer to all other projects at the Refinery; and the term "**Industrial Projects**" shall refer to both Projects and Additional Projects.

C. Several of the Projects contemplated by the Agreement have been completed or are underway. Based on their experience in connection with such Projects, WCR and the City have determined the nature and level of plan checks ("**Plan Checks**") and inspections ("**Inspections**") required by the building codes adopted by the State of Utah, as adopted and amended from time to time (the "**Building Codes**"), that are necessary for the City to fulfill its obligations to oversee all Industrial Projects at the Refinery consistent with the Building Codes.

D. The City and WCR have also agreed on policies and procedures relating to Plan Checks and Inspections, in the form attached as **Exhibit B** (the "**Permit Policies**"), as required by applicable law and codes to ensure the City meets its obligations relating to the safety and welfare of its citizens, and to provide a predictable and fair process to WCR.

E. The City and WCR have also agreed on fees charged for reviewing a building permit application and related drawings and submissions ("**Plan Check Fees**") and building permit fees ("**Building Permit Fees**") in the Permit Policies that will be fair and reasonable to cover the City's actual expenses and overhead related to conducting Plan Checks and Inspections on the Industrial Projects.

F. The City has considered the Plan Check Fees, Building Permit Fees and the Permit Policies, has reviewed the process employed by other jurisdictions on such reviews for industrial projects, and has received advice from qualified consultants that shows this Amendment is reasonable and fair, and will promote the health, safety and welfare of the citizens of the City.

G. The City, acting pursuant to its authority under Utah Code Ann. §10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the matters covered by this Amendment, and, in the exercise of its legislative discretion, has elected to approve this Amendment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **PLAN CHECKS, INSPECTIONS AND FEES.** The City and WCR agree that any Plan Checks and Inspections conducted by the City relating to any Industrial Project shall be governed exclusively by and conform to the Permit Policies attached hereto as **Exhibit B**, which the City hereby adopts as a part of the building permit fee schedule applicable to Industrial Projects. The City and WCR agree that the Plan Check Fees and Building Permit Fees, and the reimbursement of the City for Inspections, as set forth in the Permit Policies, are the only fees and charges that will be assessed by the City to WCR or any of its affiliates for the review and approval of Industrial Projects pursuant to the Building Codes or other City ordinances.

2. **DISPUTE RESOLUTION.**

2.1 **Disputes Relating to Building Codes and Industrial Project.** Any controversy or claim arising out of or related to the application of this Amendment to any particular Industrial Project (a "Claim") shall be settled as provided for in this Section. All other controversies and claims shall be resolved as provided elsewhere in the Agreement.

2.2 **Dispute Procedure.** In the event of any Claim WCR and an authorized City building official shall attempt in good faith to resolve the Claim. In the event WCR and the City building official are unable to resolve the Claim, either party may bring the Claim before the City Council. The City Council shall issue a decision with respect to the Claim within 30 days of receiving notice of the Claim. If WCR is dissatisfied with the City Council's decision, it may demand, by written notice to the City, to commence arbitration administered by the American Arbitration Association under its Construction Arbitration Rules. In such event, each party shall nominate one person as the proposed arbitrator. If the parties agree upon one person nominated, then that person shall serve as arbitrator. If the parties are unable to so agree, then the two persons so nominated by the parties shall select a third independent person to serve as the arbitrator. Any arbitrator selected shall have experience in the construction and inspection of industrial projects and shall not be involved in the Claim, or be or have been an officer, director, relative, representative, employee or agent of or for either party. The selection of the arbitrator shall be made within 30 days after the written demand for arbitration is received. The City hereby agrees that any arbitrator selected pursuant to the terms of this Amendment shall comprise a board of appeals with jurisdiction to determine the matter in controversy. The arbitration shall be conducted within 30 days after the arbitrator is selected, and the arbitrator shall issue a decision within 30 days after the arbitration hearing is concluded. All fees and expenses of the arbitrator shall be borne by the party which does not prevail in the arbitration. The arbitrator's award shall be binding and conclusive upon the parties, and judgment upon the award may be entered by any court having jurisdiction. The arbitration shall be held in Salt Lake City, Utah. The governing law shall be the substantive law of the State of Utah.

3. **TERM AND APPLICATION.** This Amendment will apply only to Industrial Projects for which a building permit application is duly filed with the City within 15 years after the Vesting Date. Notwithstanding any provision of this Amendment to the contrary, this Amendment does not confer any vested right, under the Agreement or otherwise, for any Additional Project, other than the rights expressly

provided in Sections 1 and 2 of this Amendment. Each Additional Project will be subject to separate application and approval under the Land Use Laws in existence and effective on the date of application, to the extent such Additional Project would not have otherwise been vested pursuant to the terms of the Agreement prior to this Amendment.

**4. MISCELLANEOUS.** This Amendment may be signed in any number of counterparts, all of which shall be one agreement. Facsimile or electronic signatures have the same force as original signatures. Except as expressly modified and amended hereby, all other terms and conditions of the Agreement shall continue in full force and effect and the parties hereby reinstate, ratify and confirm the terms of the Agreement as modified by this Amendment. In the event of a conflict between the terms and conditions in this Amendment and the Agreement, the terms and conditions of this Amendment shall govern. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns subject to any restriction on assignment set forth in the Agreement. WCR and the City: (i) agree to take such actions as may be reasonably required to effectuate this Amendment and (ii) ratify and confirm the Agreement as amended by this Amendment.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

WCR:

WOODS CROSS REFINING COMPANY, L.L.C.,  
a Delaware limited liability company

By: *Lynn Keddington*  
Lynn Keddington, Vice President

CITY:

WEST BOUNTIFUL CITY

*James Behunin*  
Mayor James Behunin

ATTEST:

*Beverly Haslam*  
Beverly Haslam, City Recorder



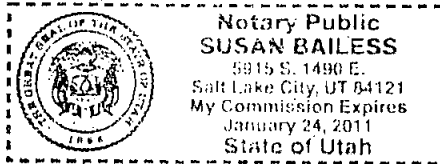
## ACKNOWLEDGMENTS

STATE OF UTAH )

: ss

County of Salt Lake )

On the 7<sup>th</sup> day of January 2009, appeared before me Lynn Keddington who, being duly sworn, acknowledged that he is the Vice President of Woods Cross Refining Company, L.L.C., a Delaware limited liability company, named in the foregoing Amendment, that he duly signed the Amendment on behalf of Woods Cross Refining Company, L.L.C., under authority of its operating agreement.



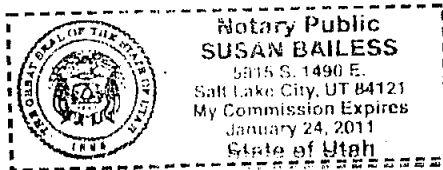
*Susan Bailess*  
NOTARY PUBLIC

STATE OF UTAH )

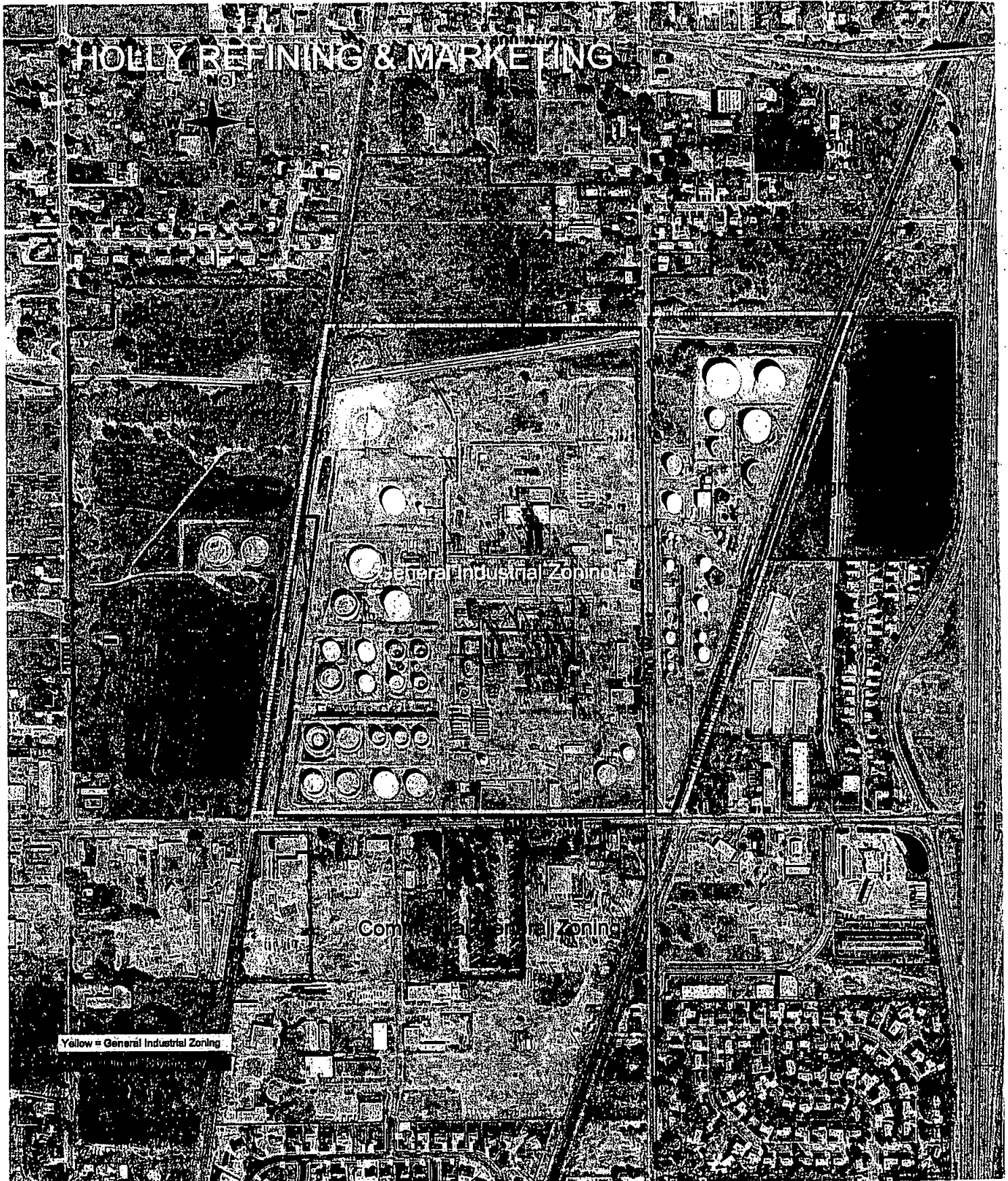
: ss

County of Davis )

On the 7<sup>th</sup> day of Jan 2009, appeared before me James Behunin and Beverly Haslam who, being duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of West Bountiful City, and that they signed the foregoing Amendment on behalf of the City by authority of a duly adopted resolution of its City Council.



*Susan Bailess*  
NOTARY PUBLIC



**EXHIBIT B**  
**PERMIT POLICIES AND PROCEDURES**  
**FOR**  
**REVIEW OF INDUSTRIAL PROJECTS**  
**FOR THE HOLLY WOODS CROSS OIL REFINERY**

Pursuant to Section 104.1 of the International Building Code as adopted and enforced in the State of Utah and West Bountiful City (the "**City**"), the City and its building officials hereby adopt the following policies and procedures in connection with building permit applications submitted by Holly Refining & Marketing Company, Holly Refining & Marketing Company – Woods Cross, Woods Cross Refining Company, L.L.C., or their affiliates (collectively, "**Holly**") to the City for Industrial Projects (as defined below) located at the Refinery (as defined below).

**A. DEFINITIONS**

**Building Codes:** The building codes adopted by the State of Utah pursuant to Utah Code Ann. Title 58, Chapter 56, as adopted and amended from time to time.

**Construction Documents:** The documents to be submitted by Holly in connection with a building permit application, as more fully identified below.

**High Hazard Project:** An Industrial Project that falls under a "High-hazard-Group H" as defined in Section 307 of the IBC.

**IBC:** The 2006 International Building Code, or its successor as adopted by the State of Utah from time to time.

**Industrial Project:** A building project at the Refinery that requires a building permit under the Building Codes.

**Non-High Hazard Project:** An Industrial Project that is not a High Hazard Project.

**Refinery:** The Woods Cross Refinery located at approximately 500 South 800 West in the City.

**B. INTENT OF POLICIES AND PROCEDURES**

It is the intent of these Policies and Procedures to implement the review and approval functions of the City under the Building Codes without requiring unnecessary re-engineering or review when the applicable Construction Documents for an Industrial Project have been reviewed and certified by a licensed and qualified design professional. It is also the intent of these Policies and Procedures to allow for effective and required review by the City of an Industrial Project without undue cost or expense to the City or Holly. These provisions apply only to construction projects for which a permit is required from the City under applicable Building Codes. Choice of technologies or industrial processes and day-to-day operation of any Industrial Project are not subject to these Policies and Procedures.

**C. NON-HIGH HAZARD PROJECTS**

The City shall review each application for a building permit involving a Non-High Hazard Project in accordance with the Building Codes as such Building Codes are interpreted and enforced for other similar projects in the City. The City may not impose a fee for reviewing such submittals that exceeds the lesser of (a) the actual cost of performing the review; and (b) 65% of the amount the City charges for a building permit fee for such Non-High Hazard Projects. The City shall charge building permit fees for Non-High Hazard Projects according to the duly adopted schedule generally applicable to building projects within the City attached hereto as *Schedule 1*, as such schedule may be modified by the City from time to time in accordance with applicable law.

**D. HIGH HAZARD PROJECTS**

The City shall conduct preconstruction reviews and perform inspections for all High-Hazard Projects according to the terms of this Section D.

1. **Building Permit Applications.** Holly will submit to the City an application for a building permit for any High Hazard Project for which a permit is required under the Building Codes. The City agrees that for each High Hazard Project, the Construction Documents and other information required to be submitted with the application will be the following, except that phased approvals as provided for under Section 106.3.3 of the IBC shall be allowed when not all of the submissions are available at the time of the application:

- Site plan of the proposed project.
- Design information regarding civil work:
  - Structure drawings;
  - Foundation drawings;
  - Footing design;
  - Piling design;
  - Load calculations including dynamic design elements such as snow, wind, seismic and lateral loads; and
  - Soils and geotechnical reports for the specific construction area.
- The following permit application information and Construction Documents as identified in the Building Codes:
  - Electrical drawings as related to National Electrical Code (NEC);
  - Process piping drawings as related to International Mechanical Code (piping will be reviewed for seismic);
  - Ventilation, exhaust systems and other product conveying systems as related to the International Mechanical Code;
  - Other non-process plumbing as related to the International Plumbing Code; and
  - Fuel gas piping and systems as related to the International Fuel Gas Code.

To the extent the City believes the Building Codes require additional submissions, the City will cooperate with Holly to ensure any additional requested submissions do not exceed what is customary and reasonable relating to the review of the application for the applicable permit. Any dispute regarding required submissions will be subject to the dispute resolution procedure agreed to by the parties in the First Amendment to Development Agreement.

- All drawings related to connections to City utilities such as water, fire protection, and storm drainage.
  - With respect to those drawings required to be prepared by a registered design professional under the Building Codes, a certification by a registered design professional that it has reviewed the drawings and information submitted to the City and that, in such design professional's opinion such drawings comply with the requirements of the Building Codes relating to High Hazard Projects.
2. **Plan Review Meeting.** Upon the City's reasonable request, Holly shall attend a plan review meeting, subject to reasonable confidentiality requirements relating to proprietary information, to review the



Construction Documents and any other submissions pursuant to Subsection 1 hereof and to determine the completeness of the submissions and any special inspections that will be required to ensure the High Hazard Project complies with the Building Codes. Upon the City's reasonable request, Holly shall cause a representative of the design professional in responsible charge of the project to be available during such meeting to respond to the City's questions.

### 3. Review of Construction Documents by the City.

The Construction Documents submitted by Holly to the City shall comply with all applicable requirements imposed by the applicable Building Codes. In conducting its review of the Construction Documents, the City's review shall be limited to ascertaining whether the Industrial Project, if constructed pursuant to such Construction Documents, would be in compliance with the applicable Building Codes. In making such a determination, the City shall use only qualified engineers and inspectors experienced in industrial projects and shall rely on the certifications of the design professional(s) submitted with the application absent manifest error.

### 4. Inspections.

Upon notification, the City will make the inspections set forth in Section 109.3 of the IBC; provided that the City will accept the following inspection reports by qualified inspection agencies retained by or for Holly and who meet the requirements under the Building Codes and State law, as reasonably determined by the City, as to qualifications and reliability (the "**Qualified Inspectors**"):

- Inspection reports as related to those items noted in Subsection 1.
- Summary test results of inspections, inspection findings, and remedies to those items noted in Subsection 1.
- Summary reports of design and construction reviews of a project during construction.
- All PE stamped Civil/Structural, Mechanical and Electrical drawings as they become available during the execution of the project.
- Copies of U-1A of pressure vessels documentation and Pressure Safety Valve certifications.

With regard to any other inspections or special inspections that are necessary under Section 109.3.8 or Section 109.3.9 of the IBC, the City shall timely notify Holly of the need for such inspections, and thereafter such inspections, at Holly's option, may be performed by Holly or Qualified Inspectors arranged for by Holly (or its design professionals) pursuant to the terms attached as *Schedule 2* hereto.

Upon notification, the City may make periodic visits to document conformance of the construction work to the approved Construction Documents and the Building Codes. Holly will document and secure written approval by qualified design engineers of any deviation or modification from the approved Construction Documents, to the extent required by the Building Codes. The City visits will also verify that all corrective work noted in required inspection reports is completed.

The City will prepare written observation reports for every site visit and provide copies to Holly.

The City will conduct the final inspection required by Section 109.3.10 of the IBC with Holly prior to start-up to review compliance and any remedies or changes to the approved Construction Documents under Subsections 1 and 4.

To the extent required by the Building Codes, Holly will submit, and the City will keep on file, conformed Construction Documents that reflect as-built conditions; provided, that Holly may redact from the submitted Construction Documents items which are not necessary to verify compliance with the Building Codes or that may not be submitted pursuant to the National Security Acts (defined below), giving a brief explanation of the reason for the redaction.

Nothing in this Subsection 4 shall grant permission to the City to enter or observe any operations or areas of the Refinery not necessary for the City to determine any High Hazard Project's compliance with applicable Building Codes.

#### 5. **Fees and Charges.**

(a) Permit Fees for High Hazard Projects. The building permit fees, plan check and inspection fees charged by the City for any High Hazard Project shall be limited to: (a) the reasonable out-of-pocket costs incurred by the City for third-party (i) review of the application and Construction Documents pursuant to this Section D, (ii) review of the inspection reports required to be submitted pursuant to this Section D, and (iii) inspections permitted by these Policies and Procedures; *plus* (b) an amount equal to ten percent (10%) of such out-of-pocket costs. The foregoing amount shall be deemed to fully reimburse the City for its costs and expenses incurred in processing, approving and inspecting an Industrial Project and no other fees or charges shall be payable by Holly in connection therewith.

(b) Payment of Estimated Permit Fees. At the time of the filing of an application for a building permit, Holly shall submit an amount equal to 0.3% of the construction value of the High Hazard Project as a payment against estimated fees under subpart (a), above (the "**Estimated Fee Payment**").

(c) Cost Substantiation during Project. After the submission of an application for a building permit, the City shall provide Holly with a copy of invoices from any third-party engineers or inspectors whose time is being charged to a High Hazard Project. Such invoices shall itemize and otherwise reasonably substantiate fees and expenses incurred by such engineers or inspectors, and shall be provided to Holly within a reasonable time after the City receives them. Such charges shall be for actual time rendered and shall be customary and reasonable in the Salt Lake County, Davis County and Weber County, Utah area for the performance of the required scope of services under these Policies and Procedures. The substantiation requirements of this paragraph shall not apply to the costs and expenses incurred by City employees, which costs and expenses shall be covered by the ten percent (10%) mark-up and not chargeable to any Industrial Project.

(d) Final Reconciliation of Permit Fees. At the time of the final inspection provided for in Section 109.3.10 of the IBC, if the total amount owing to the City under subpart (a) above is (i) less than the Estimated Fee Payment, the City shall promptly refund the difference to Holly, or (ii) more than the Estimated Fee Payment, then Holly shall promptly pay such difference to the City. If during the course of a project the City receives information that fees may be incurred in excess of the Estimated Fee Payment, the City shall present to Holly, as soon as reasonably practicable after such information is received, detailed information substantiating that such higher fees are necessary and reasonable with respect to the City's obligations to review High Hazard Projects for Building Code compliance. In any dispute over fees, the City will bear the burden of demonstrating that fees were necessarily and reasonably incurred in the proper performance of the City's obligations under these Policies and Procedures and the Building Codes.

(e) No Obligation to Third Parties. Holly shall have no obligation to directly pay or ensure payment by the City to any person performing services for or on behalf of the City in connection with an Industrial Project.

#### **E. NATIONAL SECURITY RESTRICTIONS**

The City acknowledges that the plans, designs, drawings, reports, inspection results, information, certifications and other items required herein to be delivered by Holly (the "**Information**") may be subject to certain federal and state laws and accompanying regulations pertaining to national security (collectively, and as amended from time to time, the "**National Security Acts**"). The National Security Acts include, but are not limited to, the following: The Homeland Security Act of 2002, Pub. L. 107-296; The Department of Homeland Security Appropriations Act of 2007, Pub. L. 109-

295; The Critical Infrastructure Information Act of 2002, 6 U.S.C. § 131-134; The Critical Infrastructures Protection Act of 2001, 42 U.S.C. § 5195c; the Chemical Facility Anti-Terrorism Standard, 6 C.F.R. 27; and other similar laws that may be enacted in the future.

The City acknowledges that nothing set forth herein requires Holly to provide any Information, the disclosure of which violates the National Security Acts. The City agrees that to the extent Information is protected from disclosure by the National Security Acts, the City will look solely to the Department of Homeland Security (together with any other agency the Department of Homeland Security may authorize, "DHS") to obtain the Information if the Information is necessary to determine compliance with applicable Building Codes. Holly does not warrant that DHS will make the Information available to the City upon the City's request. At no time may the City require Holly, regardless of any authority the City may have under a state law, municipal ordinance, or otherwise, to provide Information to the City or any other persons or entities if providing such Information would cause a violation of the National Security Acts. Nevertheless, the City may require Holly to provide Information, redacting therefrom only such Information as is protected under the National Security Acts, and giving a brief explanation of the reason for the redaction.

**Schedule 1**

**Building Permit Fees**

[see attached]

## RESOLUTION #R137-99

**A RESOLUTION APPROVING THE AMENDED BUILDING PERMIT FEES OF THE UNIFORM ADMINISTRATIVE CODE 1997 AND AUTHORIZING THE COLLECTIONS OF ELECTRICAL, PLUMBING, MECHANICAL, ELEVATOR AND GRADING FEES AS SET FORTH IN SAID CODE.**

**WHEREAS**, The West Bountiful City Council, at a regularly scheduled meeting held on the 15th day of June 1999, adopted building permit fees which have been amended from Resolution R115-95. (Modified building permit fees)

**WHEREAS**, West Bountiful City will follow the building permit fee table as set forth in the 1997 Uniform Administrative Code as follows:

TABLE 3-A- BUILDING PERMIT FEES

TOTAL VALUATION	FEES
\$100 TO \$500.00	\$23.50
\$501.00 TO \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1000.00, or fraction thereof to and including \$50,000.00
\$50,000.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.

**Other Inspections and Fees:**

1. Inspections outside of normal business hours.....\$47.00 per hour\*  
(Minimum charge - two hours)
2. Reinspection fees assessed under provision of Section 305.8.....\$47.00 per hour\*
3. Inspections or which no fee is specifically indicated.....\$47.00 per hour\*  
(Minimum charge - one half hour)
4. Additional plan review required by changes, additions or revisions to plans.....\$47.00 per hour\*  
(Minimum charge - one half hours)
5. For use of outside consultants for plan checking and inspections or both.....Actual Cost\*\*

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

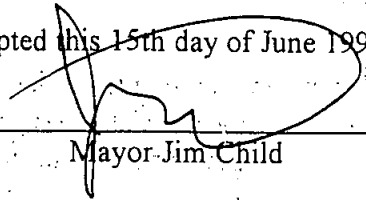
\*\* Actual costs include administrative and overhead costs.

**WHEREAS**, West Bountiful City will follow the Uniform Administrative Code on Electrical, Mechanical, and Plumbing, Elevator and Grading permit fees. See schedules attached - Table 3-B, 3-C, 3-D, 3-E, 3-F, 3-G and 3H (Attached)

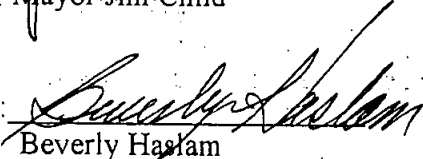
This Resolution shall become effective immediately upon its adoption.

Adopted this 15th day of June 1999

BY:

  
Mayor Jim Child

ATTEST:

  
Beverly Haslam

## Schedule 2

### Special Inspections

Based upon IBC Section 1705, Special Inspections, and the detailed information Holly presented to the City at the end of June 2008, the City will allow Holly to assume full responsibility for special inspections for Industrial Projects on the following conditions:

1. Complete written inspection reports shall be made by all special inspectors for each day they are on the Industrial Project. The reports need to include notations on compliance and non-compliance of the work to codes, standards, and the Construction Documents. Verification of compliance through rework needs to be documented.
2. Copies of the written reports and any photos and other certifications must be submitted to the City on a weekly basis. The City will audit this documentation to assure that the facility is being constructed in compliance with the Construction Documents and prevailing codes and regulations.
3. Special inspectors supplied by Holly shall be certified by the Utah Department of Professional Licensing (DOPL) to perform such inspections. The special inspectors must be ICC code certified inspectors or Registered Professional Engineers, and their qualifications must be submitted along with their Utah DOPL designation for review and acceptance by the City.
4. Special certifications of compliance shall be signed and sealed by the qualified Registered Professional Engineers for each component of the work including, specifically, *Piping, Civil, Concrete, Structural, Telemetry, and Electrical*. Each designated Registered Professional Engineer must sign and seal a certification substantially in the attached form, which states that the Industrial Project complies with all applicable codes and regulations and all deficiencies have been corrected. A complete set of conformed Construction Documents must be kept on file by Holly and available for the City to review on-site, subject to the confidentiality and national security limitations applicable to such project.

**WEST BOUNTIFUL CITY**  
**CERTIFICATION OF COMPLIANCE**  
**Special Inspections**

I hereby certify under penalties of perjury:

1. I am a registered professional engineer, duly qualified by the Utah Department of Professional Licensing, holding valid Utah license no. \_\_\_\_\_.

2. I have been employed to make a special inspection under 2006 IBC Section 1705, or its successor as adopted by the State of Utah from time to time, of the *[identify project]* (the "Project"). In particular, I have made a special inspection of *[identify portion of the work inspected]*.

3. I have completed the special inspection as reflected in the written reports, photographs, certifications, and other documents submitted with this Certification of Compliance and in previous submissions to the City.

4. Based upon my inspection, I certify that in my professional opinion the Project complies in all respects with all applicable laws, codes, regulations, and industry standards, as well as the Construction Documents for the Project.

5. To my knowledge, any deficiencies in the Project or its construction that have come to my attention have been corrected in conformance with all applicable laws, codes, regulations, and industry standards, as well as the Construction Documents for the Project.

IN WITNESS WHEREOF, I affix my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER



## TAX REFUND PAYMENT AGREEMENT

This Tax Refund Payment Agreement (the "**Agreement**") is entered into this 7<sup>th</sup> day of January, 2009, by and between WEST BOUNTIFUL CITY, a municipal corporation and political subdivision of the State of Utah (the "**City**"); and HOLLY REFINING & MARKETING COMPANY, a Delaware corporation ("**Taxpayer**").

## Recitals

A. Taxpayer has paid over a period of several years, and the City has collected through the Utah State Tax Commission (the "**Tax Commission**"), \$645,774.65 in municipal energy tax payments which the City agrees Taxpayer was not required by law to pay to the City (the "**Tax Overpayment**").

B. On September 22, 2008, the Tax Commission issued a Statutory Notice- Municipal Energy Tax (the "**Tax Commission Finding**") setting forth its findings that the Tax Overpayment had been made by Holly and that the Tax Overpayment together with \$101,836.75 in accrued interest should be collected from the City.

C. The parties desire to cause the Tax Overpayment to be paid in a manner that assures repayment of the Tax Overpayment to Taxpayer and does not present an undue fiscal hardship on the City. In connection with this Agreement, as a concession to the City Taxpayer is willing to forego the payment of the accrued interest that it would otherwise be entitled to collect from the City.

D. Accordingly, the parties are willing to resolve the Tax Overpayment according to the terms of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, including the covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RESOLUTION OF TAX OVERPAYMENT.** The City will refund the Tax Overpayment over time as provided in this Agreement, until such amount has been refunded and paid in full. The City hereby waives any defenses and appeal rights relating to the payment of such amount and agrees that such amount is due and owing to Taxpayer pursuant to the terms of this Agreement.

2. **PAYMENT SCHEDULE.** The City will make the following payments to Taxpayer in full settlement of the Tax Overpayment:

- a. Two Hundred Thousand and No/100 Dollars (\$200,000.00) upon execution of this Agreement;
- b. Three Thousand and No/100 Dollars (\$3,000.00) on or before the first day of each calendar month beginning August 1, 2008, and continuing through June 1, 2009; provided, that the installment payments accruing before execution of this Agreement will not be due and payable until this Agreement is executed; and
- c. Eight Thousand and No/100 Dollars (\$8,000.00) on or before the first day of each calendar month beginning July 1, 2009, until the Tax Overpayment has been refunded and paid in full; provided, that the entire remaining balance due to Taxpayer shall be paid to Taxpayer on or before September 30, 2013.

In addition to Taxpayer's other rights and remedies, any payment not made in accordance with the foregoing schedule shall bear interest at the statutory rate applicable to non-payment of taxes for the year in which the failure to pay occurs, from the date such payment is due until such payment is paid in full. The City may prepay its obligation to refund the Tax Overpayment under this Agreement, in whole or in part, without penalty. The City will deliver all payments to Taxpayer's address as set forth in Section 7, below, unless Taxpayer designates a different address by written notice. Upon the City's request, Taxpayer will designate by written notice a contact person who is authorized to provide the City information regarding specific payments and the status of the payment obligation.

3. **TAXPAYER'S REPRESENTATIONS AND WARRANTIES.** Taxpayer represents and warrants that (a) Taxpayer has not previously assigned, encumbered, or otherwise transferred to any third party any right, interest, or claim associated with the Tax Overpayment; (b) Taxpayer has full authority to enter into and perform its obligations under this Agreement; (c) the person signing this Agreement on Taxpayer's behalf has been duly authorized to do so; and (d) Taxpayer's obligations under this Agreement are binding on Taxpayer in accordance with applicable law, and any necessary approvals of this Agreement by the Tax Commission have been obtained.

4. **CITY'S REPRESENTATIONS AND WARRANTIES.** The City represents and warrants that: (a) this Agreement has been approved by the City Council in compliance with applicable law and ordinances; (b) the City has full authority to enter into and perform its obligations under this Agreement; (c) the person signing this Agreement on the City's behalf has been duly authorized to do so; (d) the City's obligations are binding on the City in accordance with applicable law, and any necessary approvals of this Agreement by the Tax Commission have been obtained; (e) the City's execution of this Agreement and fulfillment of its obligations under this Agreement will not cause the City to violate any applicable constitutional or statutory limitation on the amount of debt or indebtedness that the City may lawfully create or incur; (f) the amounts to be paid by the City hereunder are not directly payable from and secured by ad valorem property taxes levied by the City; and (g) the obligations of the City under this Agreement are contractual obligations and the City is not entitled to any claim of immunity in an action arising out of the City's breach of such obligations.

5. **MUTUAL RELEASE.** This Agreement represents a full settlement of all issues and disputes arising out of or related to the Tax Overpayment. Subject to the terms and conditions of this Agreement, the parties, for themselves and for any parent corporations, subsidiaries or other affiliates, hereby mutually release, acquit, and forever discharge each other and their respective officers, directors, employees, agents, attorneys, successors, and assigns of and from all claims, causes of action, debts, liabilities, damages, costs, expenses, loss of income, attorney fees, or compensation whatsoever, whether past or present, at law or in equity, known or unknown, on account of or in any way related to or arising out of the Tax Overpayment or arising out of the Tax Commission Finding. The City expressly waives any right to appeal the Tax Commission Finding and any defenses with respect thereto. Notwithstanding any provision of this Agreement to the contrary, the parties expressly reserve all claims arising out of the breach of their respective representations, warranties and obligations under this Agreement.

6. **DEFAULT AND REMEDIES.** In the event either party defaults on its obligations under this Agreement and such default remains uncured after thirty (30) days' written notice from the non-defaulting party, (a) the non-defaulting party will be immediately entitled to pursue any remedies allowed under this Agreement, at law, or in equity, and (b), if the default is by the City, the entire unpaid amount of the Tax Overpayment shall be immediately due and payable. To the extent applicable, the City hereby waives any claim of immunity arising out of the breach by the City of its obligations under this Agreement.

7. **NOTICE.** All notices required or permitted under this Agreement must be in writing and shall be: (a) delivered personally; (b) sent by confirmed fax; (c) sent by certified mail, return receipt requested; or (d) sent by commercial overnight courier with written verification of receipt. Such notice shall be treated as having been received upon the earlier of actual receipt or three (3) days after posting. All notices must be sent to the following respective addresses or to such other address as a party may designate by written notice:

If to the City:

West Bountiful City  
Attention: City Administrator  
550 North 800 West  
West Bountiful, Utah 84087

With a copy to:

Stephen B. Doxey  
West Bountiful City Attorney  
4625 South 2300 East, Suite 206  
Holladay, Utah 84117

If to Taxpayer:

Holly Refining & Marketing Company  
Attn: Refinery Manager  
393 S 800 W  
Woods Cross, UT 84087-1435

With a copy to:

Holly Refining & Marketing Company  
Attn: General Counsel  
100 Crescent Ct, Ste 1600  
Dallas, TX 75201-6927

and

Parr Brown Gee & Loveless  
Attn: Roger D. Henriksen, Esq.  
185 S State St, Ste 800  
Salt Lake City, UT 84111-1537

8. **MISCELLANEOUS PROVISIONS.**

a. **Entire Agreement, Modification and Waiver.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. This Agreement will be binding upon and will inure to the benefit of the parties' respective permitted successors, agents and assigns. No modification of this Agreement will be valid or binding unless made in writing and signed by all parties. Any waiver of any provision of this Agreement must be in writing and shall be signed by the party waiving the provision.

b. **Assignment.** Taxpayer may not transfer or assign, directly or indirectly, voluntarily or by operation of law, all or any part of this Agreement or any of Taxpayer's interests, rights, or obligations under this Agreement, without the City's prior written consent, which shall not be unreasonably withheld; provided that the City's consent to the assignment of this Agreement is not required if the assignment by Taxpayer is to any person that is controlled by or under common control with, Taxpayer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

c. **No Third-Party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including property owners, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary.

d. **Compromise of Disputed Claims; No Partnership.** This Agreement represents a compromise of disputed claims. Except as expressly provided herein, nothing in this Agreement may be construed as an admission of liability by either party. The transactions contemplated under this Agreement do not constitute a partnership, joint venture, or other association between the parties.

e. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions. In the event any provision of this Agreement is determined by a court with competent jurisdiction to be unenforceable, it is the parties' intent that this Agreement shall be interpreted and enforced by the court as necessary to make the offending provision enforceable and to ensure payment in full to Taxpayer of all amounts provided for in this Agreement.

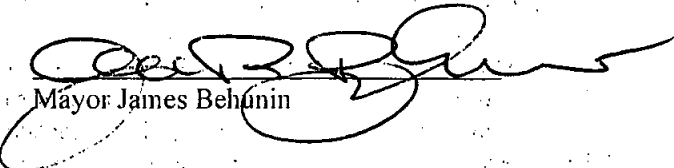
f. **Governing Law.** **THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, IRRESPECTIVE OF ANY CONFLICTS OF LAWS PROVISIONS, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH OR THE COURTS OF THE UNITED STATES LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT. IF ANY ACTION IS INSTITUTED BY A PARTY TO ENFORCE THIS AGREEMENT, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER FROM THE NON-PREVAILING PARTY REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES.**

*[The remainder of this page is intentionally left blank.]*

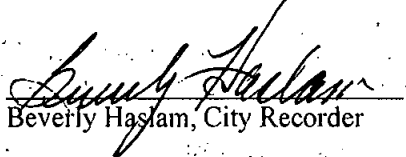
IN WITNESS WHEREOF, the parties execute this Agreement in duplicate as of the date first written above.

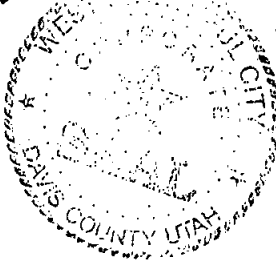
**THE CITY:**

WEST BOUNTIFUL CITY

  
Mayor James Behunin

**ATTEST:**

  
Beverly Haslam, City Recorder



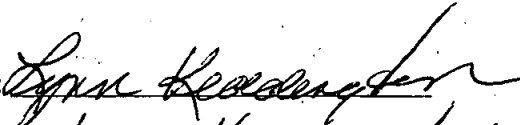
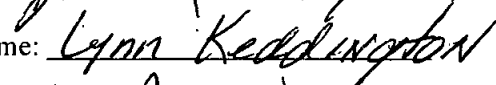
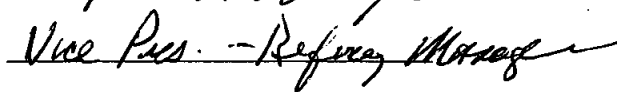
**TAXPAYER:**

HOLLY REFINING & MARKETING COMPANY

By:

Name:

Its:

Date: 1/14/2009

**Parcel Vesting Information**

09/01/1999 to Present

Serial Number: 06-034-0093

Mailing Address: 393 SOUTH 800 WEST

WEST BOUNTIFUL, UT 84087

**Tax District**

57

**Location**

Location: 2 N 1 W 23 SE

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Situs Address(es)**

190 S 1100 WEST BOUNTIFUL 84010

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2384495	08/07/2008 08:26	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY LLC 07/01/2008	\$14.00

**Legal Description**

BEG AT A PT N 89°51'41" W 809.44 FT ALG THE 1/4 SEC LINE & S 0°04'25" E 1997.78 FT FR THE E1/4 COR MONUM OF SEC 23-T2N-R1W, SLM; & RUN TH N 89°53'34" W 68.31 FT; TH S 0°04'25" E 169 FT; TH S 89°57'30" E 587.67 FT TO SD W LINE OF 1100 WEST STR; TH N 0°04'25" W 81.36 FT; TH N 89°53'34" W 93.00 FT; TH N 0°04'25" W 4.00 FT; TH N 89°53'34" W 124.00 FT; TH S 0°04'25" E 4.00 FT; TH N 89°53'34" W 302.36 FT; TH N 0°04'25" W 87.00 FT TO POB. CONT. 1.24 ACRES

Date: 1/14/2009

BK 4692 PG 1309

Page 1 of 1

# Parcel Vesting Information

09/01/1999 to Present

Serial Number: 06-034-0094

Mailing Address: 393 SOUTH 800 WEST

WEST BOUNTIFUL, UT 84087

## Tax District

57

## Location

Location: 2 N 1 W 23 SE

SE

## Vested Owners

WOODS CROSS REFINING COMPANY LLC

## Vesting Documents

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2378992	07/11/2008 10:43	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY LLC 07/10/2008	\$14.00

## Legal Description

BEG ON THE W LN OF 1100 WEST STR, A 66 FT STR, AT A PT N 89°51'41" W 290.08 FT ALG THE 1/4 SEC LN & S 0°04'25" E 1997.78 FT ALG THE W LN OF SD STR FR THE E1/4 COR OF THE MONUM OF SEC 23-T2N-R1W, SLM; & RUN TH N 89°53'34" W 341.26 FT; TH S 0°06'26" W 47.00 FT; TH N 89°53'34" W 24.00 FT; TH N 0°06'26" E 47.00 FT; TH N 89°53'34" W 154.10 FT; TH S 0°04'25" E 87.00 FT; TH S 89°53'34" E 302.36 FT; TH N 0°04'25" W 4.00 FT; TH S 89°53'34" E 124.00 FT; TH S 0°04'25" E 4.00 FT; TH S 89°53'34" E 93.00 FT TO SD W LN OF 1100 WEST STR; TH N 0°04'25" W 87.00 FT TO THE POB. CONT. 1.0 ACRES

**Parcel Vesting Information**

BK 4692 PG 1310

05/25/2006 to Present

Serial Number: 06-034-0111

Mailing Address: %INDUSTRIAL VALUATION./ PO BOX 92108  
AUSTIN, TX 78709**Tax District**

57

**Location**

Location: 2 N 1 W 23 SE

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2021381	09/30/2004 08:00	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY L L	09/16/2004 \$90.00

**Legal Description**

COMM AT A PT N 89°51'41" W 297.85 FT, M/L, & S 0°31'34" E 1757.69 FT, M/L, FR THE NE COR OF THE SE 1/4 OF SEC 23-T2N-R1W, SLM; WH PT IS THE W LN OF 1100 WEST STR & THE E LN OF ALL EXISTING FENCE; TH W 795.88 FT, M/L, TO ALL EXISTING FENCE LN; TH S ALG THE FENCE LN 83 FT, M/L, TO AN EXISTING FENCE LN; TH E ALG SD FENCE 796.56 FT, M/L, TO ALL EXISTING FENCE LN, TH N 00°16'26" W 83 FT, M/L, ALG SD FENCE LN TO THE POB. CONT 1.522 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



05/25/2006 to Present

Serial Number: 06-034-0112

Mailing Address: %INDUSTRIAL VALUATION / PO BOX 92108

AUSTIN, TX 78709

**Tax District**

57

**Location**

Location: 2 N 1 W 23 SE

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Situs Address(es)**

110 S 1100 WEST WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2021381	09/30/2004 08:00	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY L L 09/16/2004	\$90.00

**Legal Description**

BEG ON THE W LN OF 1100 WEST STR AT A PT N 89°51'41" W 295.85 FT & S 0°31'34" E 1673.69 FT FR THE NE COR OF THE SE 1/4 OF SEC 23-T2N-R1W, SLM; & RUN TH W 491.8 FT, M/L, TO THE W LN OF WEST BTFL TOWN; TH S 84 FT; TH E 492.2 FT, M/L, TH N 84 FT TO THE POB. CONT 0.946 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**Parcel Vesting Information**

BK 4692 PG 1312

**12/22/1981 to Present**

**Serial Number: 06-034-0060**

Mailing Address: %INDUSTRIAL VALUATION / PO BOX 92108

AUSTIN, TX 78709

**Tax District**

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57

**Vested Owners**

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WOODS CROSS REFINING COMPANY L L C

**Legal Description**

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BEG ON THE W LN OF WEST BTFL TOWN AT APT N 89°51'41"W 288.46 FT & S 0°31'34"E 1673.69 FT & W 499.19 FT, MOL, FR THE NE COR OF THE SE1/4 OF SEC 23, T2N-R1W; SLM: & RUN TH W 305.81 FT, MOL, TH S 84 FT; TH E 305.81 FT, MOL, TH N 84 FT TO THE POB. CONT. 0.59 ACRES

09/21/2006 to Present

Serial Number: 06-038-0123

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

57

**Location**

Location: 2 N 1 W 24 SW

Location: 2 N 1 W 25 NW

**Vested Owners**

MONTANA REFINING COMPANY A PARTNERSHIP

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2203814	09/21/2006 15:37	SPECIAL WARRANTY DEED	Grantee	MONTANA REFINING COMPANY A PARTN	09/19/2006 \$18.00

**Legal Description**

A PARCEL OF LAND LOC IN THE SW 1/4 OF SEC 24, & IN THE NW 1/4 OF SEC 25, BOTH IN T2N-R1W, SLM, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT N 89°26'13" E 804.15 FT FR THE MONU MARKING THE CENTERLN INTERSECTION OF 500 SOUTH & 1100 WEST STR, SD PT BEING E 807.68 FT & S 556.55 FT FR THE WITNESS COR FOR THE NW COR OF SEC 25-T2N-R1W, SLM; & RUN TH N 08°59'11" E 1389.15 FT; TH E 25.31 FT; TH N 08°59'11" E 2204.81 FT TO A PT ON THE S R/W LN OF 400 NORTH STR; TH N 89°53'05" E ALG SD R/W LN 117.48 FT; TH S 08°59'11" W 514.69 FT; TH N 89°57'15" W 50.61 FT; TH S 08°59'11" W 1681.15 FT; TH E 75.93 FT; TH S 08°59'11" W 1396.72 FT TO THE CENTER LN OF 500 SOUTH STR; TH S 89°26'13" W ALG SD CENTER LN 76.05 FT; TH S 08°59'11" W 327.99 FT; TH W 67.07 FT; TH N 08°59'11" E 322.45 FT TO SD CENTER LN OF 500 SOUTH; TH ALG SD CENTER LN S 89°26'13" W 25.35 FT TO THE POB. CONT 9.74 ACRES (SPLIT FOR TAXING PURPOSES)

01/01/1981 to Present

Serial Number: 06-038-0054

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

57

**Location**

Location: 2 N 1 W 24 SW

**Vested Owners**

MONTANA REFINING COMPANY

**Situs Address(es)**

241 N 800 WEST WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2158645	04/07/2006 15:18	WARRANTY DEED	Grantee MONTANA REFINING COMPANY	04/06/2006	\$10.00

**Legal Description**

BEG AT A PT 1040 FT M/L E & 61.59 FT N OF A PT WH IS 412.34 FT S & 1072.50 FT E FR NW COR OF SW 1/4 SEC 24-T2N-R1W, SLM; TH E 272.83 FT M/L TO W LN OF A STR; TH N 63.75 FT ALG SD W LN; TH W 273.05 FT M/L TO A PT N OF BEG; TH S 63.75 FT M/L TO POB. CONT. 0.40 ACRES.

**Parcel Vesting Information**

BK 4692 PG 1315

01/01/1981 to Present

Serial Number: 06-038-0005

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

57

**Location**

Location: 2 N 1 W 24 SW

**Vested Owners**

MONTANA REFINING COMPANY A PARTNERSHIP

**Situs Address(es)**

131 N 800 WEST WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2198592	09/01/2006 16:46	WARRANTY DEED	Grantee MONTANA REFINING COMPANY	09/01/2006	\$12.00

**Legal Description**

BEG ON W LN OF 800 WEST STR 748.138 FT S & 36.35 CHAINS E M/L, FR NW COR OF SW 1/4 SEC 24-T2N-R1W, SLM, W 250 FT, N 86.78 FT TO S LN OF AND CONV TO RALPH WILSON IN 145-384, TH E 250 FT TO W LN OF 800 WEST STR, TH S ALG SD STR 86.78 FT M/L TO BEG. CONT. 0.50 ACRES.

06/15/2006 to Present

Serial Number: 06-038-0121

Mailing Address: C/O INDUSTRIAL VALUATION SERVICES / PO BOX 92108  
AUSTIN, TX 78709-0000**Tax District**

57

**Location**

Location: 2 N 1 W 24 SW

Location: 2 N 1 W 25 NW

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2171211	05/25/2006 16:51	QUIT CLAIM DEED	Grantee	WOODS CROSS REFINING COMPANY LLC 04/22/2006	\$24.00

**Legal Description**

BEG AT THE INTERSECTION OF THE N R/W LN OF 500 SOUTH STR & THE E'LY LN OF THE DRGW RR R/W AT A PT 742.07 FT N 89°47'37" E ALG THE SEC LN & 507.48 FT S FR THE NW COR OF SEC 25-T2N-R1W, SLM, & RUN TH N 08°53'43" E 1296.84 FT ALG SD E'LY R/W LN (WHICH IS GENERALLY ALG AN EXISTING FENCE); TH S 89°43'39" E 36.93 FT; TH N 48.42 FT; TH W 94.31 FT TO SD E'LY R/W LN; TH N 09°00'18" E 1681.26 FT ALG SD E'LY R/W LN (WHICH IS GENERALLY ALG AN EXISTING FENCE); TH S 89°57'15" E 573.04 FT TO AN EXISTING FENCE; TH ALG EXISTING FENCE LN THE FOLLOWING 6 COURSES & DIST; 1) S 00°32'42" W 126.80 FT; 2) S 89°58'41" E 311.70 FT; 3) S 00°14'56" E 252.68 FT; 4) S 89°31'40" W 148.67 FT; 5) S 00°05'52" E 378.89 FT; 6) N 89°45'48" E 535.18 FT TO THE W R/W LN OF 800 WEST STR; TH S 00°14'01" E 2215.49 FT ALG SD W R/W LN TO SD N R/W LN; TH S 89°26'13" W 1687.21 FT ALG SD N R/W LN TO THE POB. CONT 92.46 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES)

05/25/2006 to Present

Serial Number: 06-038-0116

Mailing Address: (SUBJECT TO A LIFE ESTATE) / C/O INDUSTRIAL VALUATION SER  
DALLAS, TX 75207

**Tax District**

57

**Location**

Location: 2 N 1 W 23 SE

Location: 2 N 1 W 24 SW

Location: 2 N 1 W 25 NW

Location: 2 N 1 W 26 NE

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

(RESERVING A LIFE ESTATE TO LILLIAN RUTH WINEGAR PER BK 1311 PG

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2171209	05/25/2006 16:50	QUIT CLAIM DEED	Grantee	WOODS CROSS REFINING COMPANY LLC 05/22/2006	\$30.00
2021381	09/30/2004 08:00	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY L L 09/16/2004	\$90.00

**Legal Description**

BEG ON THE E R/W LN OF 1100 WEST STR AT A PT 207.97 FT S 89°59'45" W & 300.85 FT S FR THE NE COR OF SEC 26-T2N-R1W, SLB&M & RUN TH N 00°21'46" W 301.05 FT ALG SD E R/W LN; TH N 00°16'26" W 1719.53 FT TO THE S LN OF THAT CERTAIN LEROY ELLIOTT, ETAL, PARCEL OF LAND KNOWN AS SERIAL NO. 06-038-0027; TH ALG SD PARCEL OF LAND THE FOLLOWING 2 COURSES & DIST; 1) N 89°36'04" E 191.34 FT; 2) N 00°30'26" W 253.85 FT TO THE S LN OF THE FACKRELL SUB; TH N 89°49'16" E 1015.67 FT ALG SD S LN TO THE W'LY LN OF THE D&RGW RR R/W; TH ALG SD RR R/W LN THE FOLLOWING 3 COURSES & DIST; 1) S 08°59'18" W 1176.94 FT; 2) W 20.25 FT; 3) S 09°06'08" W 1338.89 FT TO THE N R/W LN OF 500 SOUTH STR; TH S 89°26'13" W 133.69 FT ALG SD S R/W LN; TH N 00°40'28" W 89.09 FT; TH S 89°28'49" W 122.62 FT; TH S 00°10'22" E 89.18 FT TO SD S R/W LN; TH S 89°26'13" W 368.68 FT ALG SD S R/W LN TO THAT CERTAIN CHET C MATHEWSON PARCEL OF LAND KNOWN AS SERIAL NO. 06-048-0031; TH N 00°15'24" W 213.54 FT ALG SD MATHEWSON PARCEL & THAT CERTAIN CHARLES F HAIRSTON, ETAL, PARCEL OF LAND KNOWN AS SERIAL NO. 06-048-0127 TO THE N LN OF S HAIRSTON PARCEL; TH S 89°20'20" W 152.01 FT ALG SD N LN TO THE POB. CONT 54.49 ACRES (RESERVING A LIFE ESTATE TO LILLIAN RUTH WINEGAR -- PER BK 1311 PG 1115 PARENT PARCEL NO 06-048-0018)

Date: 1/14/2009

Page 1 of 1

**Parcel Vesting Information**

06/15/2006 to Present

Serial Number: 06-039-0209

Mailing Address: C/O INDUSTRIAL VALUATION SERVICES / PO BOX 92108  
AUSTIN, TX 78709-0000

**Tax District**

57

**Location**

Location: 2 N 1 W 24 S 1/2

Location: 2 N 1 W 25 N 1/2

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2171210	05/25/2006 16:50	QUIT CLAIM DEED	Grantee	WOODS CROSS REFINING COMPANY LLC 05/22/2006	\$12.00
2021381	09/30/2004 08:00	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY L L 09/16/2004	\$90.00

**Legal Description**

BEG AT THE INTERSECTION OF THE N R/W LN OF 500 SOUTH STR & THE E LN OF 800 WEST STR AT A PT 160.34 FT S 89°47'37" W ALG THE SEC LN & 513.79 FT S FR THE N 1/4 COR OF SEC 25-T2N-R1W, SLM, & RUN TH N 00°14'01" W 2464.07 FT ALG SD E R/W LN; TH N 89°45'59" E 268.68 FT; TH N 00°05'51" W 152.62 FT TO AN EXISTING FENCE ON THE S BNDRY LN OF STEVENS SUB; TH N 89°56'29" E 701.95 FT ALG SD S FENCE TO THE W'LY LN OF THE UTA (OSL) RR R/W; TH ALG SD W'LY LN (WHICH IS GENERALLY ALG AN EXISTING FENCE) THE FOLLOWING 2 COURSES & DIST: 1) S 21°53'09" W 292.18 FT; 2) S 19°21'49" W 2488.02 FT TO SD N R/W LN OF 500 SOUTH; TH S 89°48'48" W 26.47 FT ALG SD N R/W LN TO THE POB. CONT 28.66 ACRES



Date: 1/14/2009

Page 1 of 1

**Parcel Vesting Information****01/01/1981 to Present****Serial Number: 06-039-0029****Mailing Address: %INDUSTRIAL VALUATION / PO BOX 92108  
AUSTIN, TX 78709****Tax District**

57

**Location**

Location: 2 N 1 W 24 SE

SE

**Vested Owners**

WOODS CROSS REFINING COMPANY L L C

**Situs Address(es)**

393 S 800 WEST WEST BOUNTIFUL 84087

**Legal Description**

BEG 1739.89 FT N & 769.55 FT E FR S 1/4 COR SEC 24, TP 2N, RG 1W, SLM, E 451.65 FT, M/L TO W LINE OF PPTY  
CONVEYED TO STATE RD COMM IN 143-221, TH S'LY 168.5 FT ALG ARC OF A 7759.5 FT RAD CURVE TO LEFT, S 1°02' W  
622.3 FT TO PT OF TANGENT WITH A 895.4 FT RAD CURVE TO RIGHT, TH S'LY 316 FT M/L ALONG ARC OF SD CURVE TO  
S BNDRY LINE OF GRANTORS LAND, TH W 762 FT, N 19°14' E 930.75 FT, TH N 20°27'30" E 233.55 FT TO POB. CONT.  
15.914 ACRES.

01/01/1981 to Present

Serial Number: 06-046-0021

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

57

**Location**

Development: FACKRELL

L/U: 21

B/B:

**Vested Owners**

MONTANA REFINING COMPANY A PARTNERSHIP

**Situs Address(es)**

210 N 1000 WEST WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2172893	06/01/2006 14:58	WARRANTY DEED	Grantee	MONTANA REFINING COMPANY A PARTN	05/31/2006 \$10.00

**Legal Description**

ALL OF LOT 21, FACKRELL SUB. CONT. 0.377 ACRES.

Date: 1/14/2009

**Parcel Vesting Information**

01/01/1981 to Present

Serial Number: 06-046-0022

Mailing Address: ATTN: LYNN KEDDINGTON / 393 SOUTH 800 WEST  
WEST BOUNTIFUL, UT 84087**Tax District**

57

**Location**

Development: FACKRELL

L/U: 22

B/B:

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Situs Address(es)**

198 N 1000 WEST WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2332232	01/04/2008 10:30	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY LLC 01/03/2008	\$10.00

**Legal Description**

ALL OF LOT 22, FACKRELL SUB. CONT. 0.377 ACRES.

01/01/1981 to Present

Serial Number: 06-046-0023

Mailing Address: ATTN: LYNN KEDDINGTON / 393 SOUTH 800 WEST  
WEST BOUNTIFUL, UT: 84087**Tax District**

57

**Location**

Development: FACKRELL

L/U: 23

B/B:

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Situs Address(es)**

186 N 1000 WEST WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2357339	04/15/2008 14:53	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY LLC 04/15/2008	\$12.00

**Legal Description**

ALL OF LOT 23, FACKRELL SUB. CONT. 0.377

Date: 1/14/2009

BK 4692 PG 1323

Page 1 of 1

**Parcel Vesting Information**

**01/01/1981 to Present**

**Serial Number: 06-048-0001**

Mailing Address: %INDUSTRIAL VALUATION / PO BOX 92108  
AUSTIN, TX 78709

**Tax District**

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57

**Vested Owners**

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WOODS CROSS REFINING COMPANY L L C

**Situs Address(es)**

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532 S 800 WEST WEST BOUNTIFUL 84087

**Legal Description**

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BEG 15 RODS W & 602.42 FT S FR NE CORNER NW1/4 SEC. 25, TP 2N, RG 1W, SLM, S 89°31' W 93.72 FT, S 66.82 FT, E 93.72 FT N 66.82 FT M OR L TO BEG. CONT. 0.16 ACRES.

Date: 1/14/2009

Page 1 of 1

**Parcel Vesting Information****06/15/2006 to Present****Serial Number: 06-048-0154****Mailing Address: %INDUSTRIAL VALUATION SERVICES / PO BOX 92108  
AUSTIN, TX 78709****Tax District**

57

**Location****Location: 2 N 1 W 25 NW****Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2021381	09/30/2004 08:00	WARRANTY DEED	Grantee	WOODS CROSS REFINING COMPANY L L 09/16/2004	\$90.00

**Legal Description**

BEG 5.17 CHS W & 806.64 FT S FR THE NE COR OF NW1/4 SEC 25-T2N-R1W, SLM, N 141.36 FT, E 115.5 FT; TH S 00°14'01" E 88.18 FT ALG THE R/W OF 800 WEST STR; TH S 19°30' W 16.87 FT, W 98.01 FT TO BEG. CONT 0.309 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

01/01/1981 to Present

Serial Number: 06-048-0003

Mailing Address: 100 CRESCENT CT SUITE 1600

DALLAS, TX 75201

**Tax District**

57

**Location**

Location: 2 N 1 W 25 NW

NW

**Vested Owners**

WOODS CROSS REFINING COMPANY LLC

**Situs Address(es)**

815 W 500 SOUTH WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2341175	02/13/2008 10:57 DEED		Grantee	WOODS CROSS REFINING COMPANY LLC 02/00/2008	\$14.00

**Legal Description**

BEG ON S LINE OF PPTY CONVEYED TO STATE ROAD COMMISSION OF UTAH BY WARRANTY DEED, RECORDED IN BOOK 93-156, AT A PT 341.22 FT W & 602.42 FT S OF NE COR OF NW 1/4 OF SEC 25-T2N-R1W, SLM, TH W 77.5 FT; TH S 130 FT; TH E 77.5 FT; TH N 130 FT TO POB. CONT. 0.235 ACRES.

09/21/2006 to Present

Serial Number: 06-048-0155

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

70

**Location**

Location: 2 N 1 W 25 NW

**Vested Owners**

MONTANA REFINING COMPANY A PARTNERSHIP

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee	
2203814	09/21/2006 15:37	SPECIAL WARRANTY DEED	Grantee	MONTANA REFINING COMPANY A PARTN	09/19/2006	\$18.00

**Legal Description**

A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 25-T2N-R1W, SLM, MORE PARTLY DESC AS FOLLOWS: BEG AT A PT N 89°26'13" E 804.15 FT & N 08°59'11" E 1389.15 FT & E 25.31 FT & N 08°59'11" E 2204.81 FT TO A PT ON THE S R/W LN OF 400 NORTH STR & N 89°53'05" E ALG SD R/W LN 117.48 FT & S 08°59'11" W 514.69 FT & N 89°57'15" W 50.61 FT & S 08°59'11" W 1681.15 FT & E 75.93 FT & S 08°59'11" W 1396.72 FT TO THE CENTER OF 500 SOUTH STR & S 89°26'13" W ALG SD CENTER LN 76.05 FT & S 08°59'11" W 327.99 FT FR THE MONU MARKING THE CENTERLN INTERSECTION OF 500 SOUTH & 1100 WEST STR, & RUN TH S 08°59'11" W 628.26 FT; TH N 81°00'49" W 66.00 FT; TH N 08°59'11" E 622.70 FT TO THE N BNDRY LN OF WOODS CROSS CITY; TH E ALG SD LN 67.07 FT, M/L, TO THE POB. CONT 0.94 ACRES (SPLIT FOR TAXING PURPOSES)



**01/01/1981 to Present**

**Serial Number: 06-048-0065**

**Mailing Address: %INDUSTRIAL VALUATION / PO BOX 92108  
AUSTIN, TX 78709**

**Tax District**

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57

**Vested Owners**

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WOODS CROSS REFINING COMPANY L L C

**Situs Address(es)**

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875 W 500 SOUTH WEST BOUNTIFUL 84087

**Legal Description**

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BEG ON S LN OF ST HWY 50 FT S OF CEN LN THEREOF, AT A PT 602.42 FT S M/L & 1498.52 FT N 89°31' E FR NW COR SEC 25-T2N-R1W SLM; TH N 89°31' E 352.44 FT; TH S 0°54' E 282.97 FT M/L TO S LINE OF WEST BTFL TOWN; W 352.44 FT M/L ALONG SD TOWN LINE; N 0°06'30" W 282.97 FT M/L TO BEG. CONT. 2.28 ACRES.

**01/01/1981 to Present**

**Serial Number: 06-048-0066**

**Mailing Address: %INDUSTRIAL VALUATION / PO BOX 92108  
AUSTIN, TX 78709**

**Tax District**

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70

**Vested Owners**

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WOODS CROSS REFINING COMPANY L L C

**Situs Address(es)**

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875 W 500 SOUTH WOODS CROSS 84087

**Legal Description**

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BEG ON S LN OF W. B. TOWN AT A PT 13.415 CHS M/L S & 1498.52 FT N 89°31' E FROM NW COR SEC 25-T2N-R1W SLM;  
TH S 0°06'30" E 362.09 FT; TH N 89°20'30" E 361.36 FT; TH N 0°54' W 360.97 FT M/L TO PT E OF BEG; TH W 355 FT M/L TO  
BEG. CONT. 3.00 ACRES.

11/18/1991 to Present

Serial Number: 06-048-0115

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

70

**Location**

Location: 2 N 1 W 25 NW

**Vested Owners**

MONTANA REFINING COMPANY A PARTNERSHIP

**Situs Address(es)**

965 W 500 SOUTH WOODS CROSS 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2197939	08/31/2006 15:25	WARRANTY DEED	Grantee	MONTANA REFINING COMPANY A PARTN	08/31/2006 \$16.00

**Legal Description**

BEG AT A PT 651.46 FT E & S 552.42 FT & S 9°12' W 50.69 FT TO S LINE OF STATE HWY & N 89°45'30" E 229.67 FT ALG SD HWY & S 0°14'30" E 398.97 FT M/L FR NW COR SEC 25-T2N-R1W SLM; TH S 0°14'30" E 249.97 FT M/L TO S LINE OF GRANTORS LAND; TH W 337.05 FT TO E'LY LINE OF RR R/W; TH N 9°12' E ALG SD R/W TO A PT W OF BEG; TH N 89°28'30" E 296.49 FT M/L TO POB. CONT. 1.847 ACRES (WENT TO 06-048-0116)

**Parcel Vesting Information**

BK 4692 PG 1330

11/18/1991 to Present

Serial Number: 06-048-0116

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

70

**Location**

Location: 2 N 1 W 25 NW

**Vested Owners**

MONTANA REFINING COMPANY A PARTNERSHIP

**Situs Address(es)**

950 W 500 SOUTH WOODS CROSS 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2197939	08/31/2006 15:25	WARRANTY DEED	Grantee	MONTANA REFINING COMPANY A PARTN	08/31/2006 \$16.00

**Legal Description**

BEG ON THE S LINE OF WEST BOUNTIFUL CITY AT A PT WH IS S 00°06'52" E 561.92 FT ALG THE SEC LINE. & N 89°28'30" E 657.80 FT ALG THE MONU LINE OF 500 SOUTH STR & S 09°00'00" W 50.68 FT. & N 89°28'30" E 240.01 FT & S 00°01'30" E 282.97 FT M/L FR THE NW COR OF SEC 25-T2N-R1W SLM & S 00°01'30" E 115.29 FT; TH S 89°28'30" W 306.83 FT TO THE E'LY R/W LINE OF THE RR PPTY; TH N 09°00'00" E 119.44 FT M/L ALG SD R/W TO SD S LINE OF WEST BOUNTIFUL CITY; ALSO BEING THE N LINE OF WOODS CROSS; TH E 275.00 FT M/L TO THE POB. CONT. 0.740 ACRES.

11/18/1991 to Present

Serial Number: 06-048-0117

Mailing Address: PO BOX 92108

AUSTIN, TX 78709-0000

**Tax District**

57

**Location**

Location: 2 N 1 W 25 NW

**Vested Owners**

MONTANA REFINING COMPANY A PARTNERSHIP

**Situs Address(es)**

985 W 500 SOUTH WEST BOUNTIFUL 84087

**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2197939	08/31/2006 15:25	WARRANTY DEED	Grantee	MONTANA REFINING COMPANY A PARTN 08/31/2006	\$16.00

**Legal Description**

BEG ON THE S LINE OF A STR (500 SOUTH STR) AT A PT WH IS S 00°06'52" E 561.92 FT ALG THE SEC LINE & N 89°28'30" E 657.80 FT ALG THE MONU LINE OF 500 SOUTH STR & S 09°00'00" W 50.68 FT FR THE NW COR OF SEC 25-T2N-R1W SLM (DAVIS COUNTY AREA REFERENCE PLAT BEARING BASE) & RUN TH N 89°28'30" E 240.01 FT ALG THE S LINE OF SD STR; TH S 00°01'30" E 282.97 FT M/L TO THE S LINE OF WEST BOUNTIFUL CITY; TH W 275.0 FT M/L ALG SD CITY LINE TO THE E'LY R/W LINE OF THE RR PPTY; TH N 09°00'00" E 284.36 FT M/L ALG SD R/W TO THE POB. CONT. 1.777 ACRES.