

6381387

Recorded by and after recording return to:  
George Adams  
Chevron Pipe Line Company  
5250 S. 300 W., Suite 300  
Salt Lake City, Utah 84107

06/12/96 3:35 PM 6381387 32.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
CHEVRON PIPE LINE CO  
REC BY: B GRAY DEPUTY - WI

### PIPELINE EASEMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (hereinafter "Grantor"), does hereby grant, bargain, sell and convey to CHEVRON PIPE LINE COMPANY, a Delaware corporation (hereinafter "Grantee"), a nonexclusive easement (hereinafter "Easement"), thirty-three (33) feet in width over, under and through certain land, situated in the Salt Lake City, County of Salt Lake, State of Utah, described more particularly on Exhibit A. This Easement shall be valid until and expire upon August 23, 2023, and is granted subject to the following conditions:

1. Easement Rights

Grantee shall have the right from time to time in the Easement to lay, construct, maintain, repair, renew, replace, protect, inspect, operate, test, change the size of, increase the number of, move, remove, and abandon in place pipelines for transporting oil, petroleum, petroleum products, gas, the products of each of the same, water, other liquids, gases or other substances. Said pipelines shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the operation or maintenance of said pipelines (including but not limited to valves, fittings, metering equipment, sign markers, electrical cable, and cathodic protection equipment). Said pipelines, facilities, and appurtenances are hereinafter collectively referred to as "Pipeline Facilities."

All existing easements and rights of way granted for the Pipeline Facilities from Grantor to Grantee or their predecessors in interest, including without limitation that certain easement dated August 23, 1948 between the Department of the Army and Salt Lake Pipe Line Company (the "1948 Easement") are hereby extinguished and superseded in their entirety by this pipeline easement. Notwithstanding the foregoing, Grantor hereby grants to Grantee a temporary non-exclusive easement, for a right-of-way thirty-three (33) feet in width lying one (1) rod on each side of the centerline, as shown on Exhibit B hereto, to maintain, operate and remove two ten (10) inch pipelines. This temporary easement shall be extinguished upon completion of the pipeline removal described in the following paragraph.

As consideration for and an express condition of this grant of Easement, within 10 weeks of the date of this Pipeline Easement, Grantee shall at Grantee's sole cost and expense, relocate that portion of the pipeline installed pursuant to the 1948 Easement and referred to on the Exhibit A survey drawing as the "relocation portion or relocation easement centerline." As further consideration, Grantee shall remove a portion of the two 10 inch pipelines located within the temporary easement described in Exhibit B. Grantee shall commence the removal of the two 10 inch pipelines after Grantee has completed the installation of the relocated pipelines and Grantee's relocated pipelines are operational. Grantor shall assist Grantee in the removal by excavating and exposing that portion of the two 10 inch pipelines to be removed. Grantee shall retain salvage rights on the removed pipelines. That portion of the two 10 inch pipelines described in Exhibit B that is not removed by the Grantee may be abandoned in place and Grantee waives any salvage rights. Grantee shall indemnify Grantor for damages to property or injuries to person that may arise from or be incident to the removal or the abandoned pipelines to the extent that such damages to property or injuries to person are caused by Grantee's negligence or willful misconduct.

2. Right of Ingress and Egress  
This Easement shall carry with it the right of ingress and egress to and from, and access on and along said Easement, with the right to use existing roads, for the purpose of exercising the rights granted hereunder. During temporary periods, Grantee may use such portions of the property along and adjacent to said Easement as may be reasonably necessary in connection with exercising the rights herein granted, provided, however, Grantee's incidental ingress and egress to the Easement shall not unreasonably interfere with Grantor's operations.
3. Pipeline Depth  
Grantee shall bury the pipeline portion of the Pipeline Facilities below the surface at such depths as Grantee may deem appropriate so long as Grantee complies with all legal requirements.
4. Additional Pipelines  
Grantee has the right to install additional Pipelines Facilities as long as said facilities are placed within the granted Easement. Any additional pipelines shall be laid as nearly parallel and as close as practicable to the existing Pipelines.
5. Responsibility for Expenses/Costs  
The construction, maintenance, repair, replacement, inspection, removal and servicing of Grantee's Pipeline Facilities shall be at Grantee's sole cost and expense, except: (i) as stated in Section 6, (ii) as Grantee and Grantor may otherwise agree in writing, and (iii) to the extent such installation, maintenance, repair, replacement and/or servicing is required as a result of any negligent act, omission, willful misconduct or breach of this Agreement by Grantor or by Grantor's employees or contractors. Any installation, maintenance, repair, replacement and/or servicing by Grantee shall proceed with due diligence, in a good and workmanlike manner, and in compliance with all requirements of law. In performing such acts, Grantee shall make all reasonable efforts not to interfere with or impair Grantor's use or occupancy of the remainder of the property.
6. Relocation  
Should Grantor, during the term of this Easement, desire that Grantee relocate any portion of the Pipeline Facilities to a new location, Grantor shall bear the sole cost and expense, including all liability arising pursuant to such relocation except to the extent caused by Grantee's negligence or willful misconduct, of relocating two (2) pipelines and their related surface and subsurface appurtenances and facilities included within the pipeline facilities. Grantee shall bear the sole cost and expense of relocating any pipelines, appurtenances or facilities in addition to the two (2) pipelines and related appurtenances and facilities referred to in the preceding sentence.
7. Damages  
Grantee shall promptly notify Grantor of the occurrence of, and shall compensate Grantor for all damage to growing crops, fences, buildings, livestock, improvements, and landscaping caused by Grantee's usage of the Easement, except to the extent such damage is caused by the negligent act, omission, or willful misconduct of Grantor, its agents, employees or contractors. In addition, Grantee shall promptly restore the same to substantially the condition in which the same existed immediately prior to such damage to the fullest extent practical.
8. Grantee's Right to Keep Easement Area Clear  
Grantee shall have the right, in accordance with applicable law, to cut or otherwise remove all trees, undergrowth, and other obstructions from the Easement that, in Grantee's judgment, may injure, endanger, or interfere with the exercise of Grantee's rights and privileges herein granted.
9. No Impairment by Grantor  
Grantor agrees not to build, construct, create, nor permit others to build, construct or create any building, structure, reservoir, improvement, or other obstruction or excavation on the Easement, or in any manner impair or interfere with the present or prospective exercise of any of the rights herein granted, without the prior written consent of Grantee, which shall not be unreasonably withheld or delayed, and in accordance with Section 10.
10. Line Crossing Specifications  
In the event Grantee grants prior written consent to Grantor to construct an improvement on the Easement as required in Section 9, Grantor shall construct all improvements in accordance with the specifications set forth in Exhibit C.

11. Abandonment

Prior to the expiration date of this easement, Grantee may at any time permanently abandon said rights by written notice of abandonment to Grantor. Upon such written abandonment, Grantee shall execute and record a quitclaim deed of the rights and obligations granted herein, whereupon this Easement and all rights and privileges herein mutually granted shall be fully canceled and terminated and the Easement will revert to the then property owner(s), except that Grantor's obligations under Section 15 shall not terminate. Upon written abandonment, Grantee shall decide whether its abandoned pipelines will be either (i) promptly removed and the property on which the Easement is located restored, at Grantee's sole cost and expense, or (ii) left in place so that they are, and at all times in the future remain, in full compliance with applicable laws and regulations including without limitation, environmental laws and regulations. No abandonment shall occur except by written notice as set forth herein.

12. Surface Restoration

Any surface of the Easement disturbed by Grantee's work shall be restored promptly at Grantee's sole cost and expense to as near its condition before such work as practical.

13. Amendments

This Easement may only be amended by a writing signed by both Grantor and Grantee or their successors, legal representatives, assignees or transferees.

14. Assignment

This Easement shall not be assigned by either Grantee or Grantor without the other party's prior written consent; provided, however, Grantee may assign its interest to any affiliate or subsidiary. Further, no such written consent shall be required if a successor to Grantee results by way of merger, consolidation, sale, or transfer, of all or substantially all of its assets and business. In the event Grantee desires to make an assignment to another party which does require Grantor's consent, then such consent shall not be unreasonably withheld by Grantor.

15. Warranty

Grantor represents and warrants that Grantor holds an interest in the land and that Grantor is authorized and empowered by such interest to properly and lawfully grant this Easement to Grantee. Subject to the provisions of the Utah Government Immunity Act, Section 63-30-1 et. seq. Utah Code Annotated (1993 and Supp. 1995) (the "Act"), Grantor agrees to indemnify Grantee against and reimburse Grantee for any damages to Grantee arising out of any defect in Grantor's title to said Easement. If Grantee is ever required to relocate its Pipeline Facilities because of any defect or inadequacy in Grantor's title, Grantor shall reimburse Grantee for the costs to acquire any easement required for such relocation and for all costs and expenses of relocation of Grantee's Pipeline Facilities. Nothing in this Pipeline Easement shall be deemed to waive any right, limit or defense applicable to Grantor under the Act.

16. Notices

All notices and other communications required under this Easement shall be in writing, and delivered personally or sent certified mail or via facsimile to the party set forth below:

Chevron Pipe Line Company  
Right-of-Way Specialist  
5250 S. 300 W., Suite 300  
Salt Lake City, Utah 84107  
(801) 268-4142 Fax

University of Utah  
Vice President for Administrative Services  
209 Park Building  
Salt Lake City, Utah 84112  
(801) 581-1972 Fax

Notice will be deemed delivered on the date of delivery if delivered in person or on the third (3rd) business day after mailing. All faxes shall be confirmed by mailed notice. Any change in address may be accomplished by delivery of notice in compliance with this Section.

17. Temporary Construction Easement

During the initial construction period for the installation of new pipelines over and across a portion of the Easement described in Exhibit A, Grantee shall have the temporary use of an additional width as may be needed for the relocation of its pipelines.

18. Entire Agreement

This Easement shall constitute the entire agreement between the parties hereto. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

19. Negotiation

In the event of any dispute, claim, question or disagreement arising out of or related to this Easement or the breach thereof, the parties shall use their best efforts to settle such disputes, claims, questions or disagreements. To this effect they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If after a period of sixty (60) days, and upon notice by either party to the other, any disputes, claims, questions or differences shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its applicable rules, or alternatively both parties may agree upon another Arbitration service to settle such disputes, claims, questions or differences.

20. Severability

If any provision of this Easement is or becomes illegal, null or void for any reason, or is held unenforceable by a court of competent jurisdiction, the remaining portions of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Easement this 12<sup>th</sup> day of June, 1996.

GRANTEE

CHEVRON PIPE LINE COMPANY

By: Ray L. Adams  
Title: Attorney-in-fact

GRANTOR

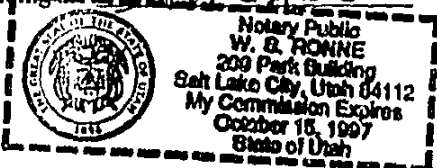
UNIVERSITY OF UTAH

By: Thomas G. Nyman  
Title: Vice President

The undersigned hereby acknowledges and affirms to the below named notary public that (1) [s]he appeared before such notary public, holds the position or title set forth above, and, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such corporation for the purpose stated in it.

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 12 day of JUNE, 1996, by THOMAS G. NYCHUM, the VICE PRESIDENT of the University of Utah, Grantor.

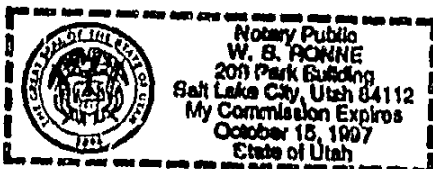
W. B. RONNE  
NOTARY PUBLIC  
Residing at: SALT LAKE COUNTY  


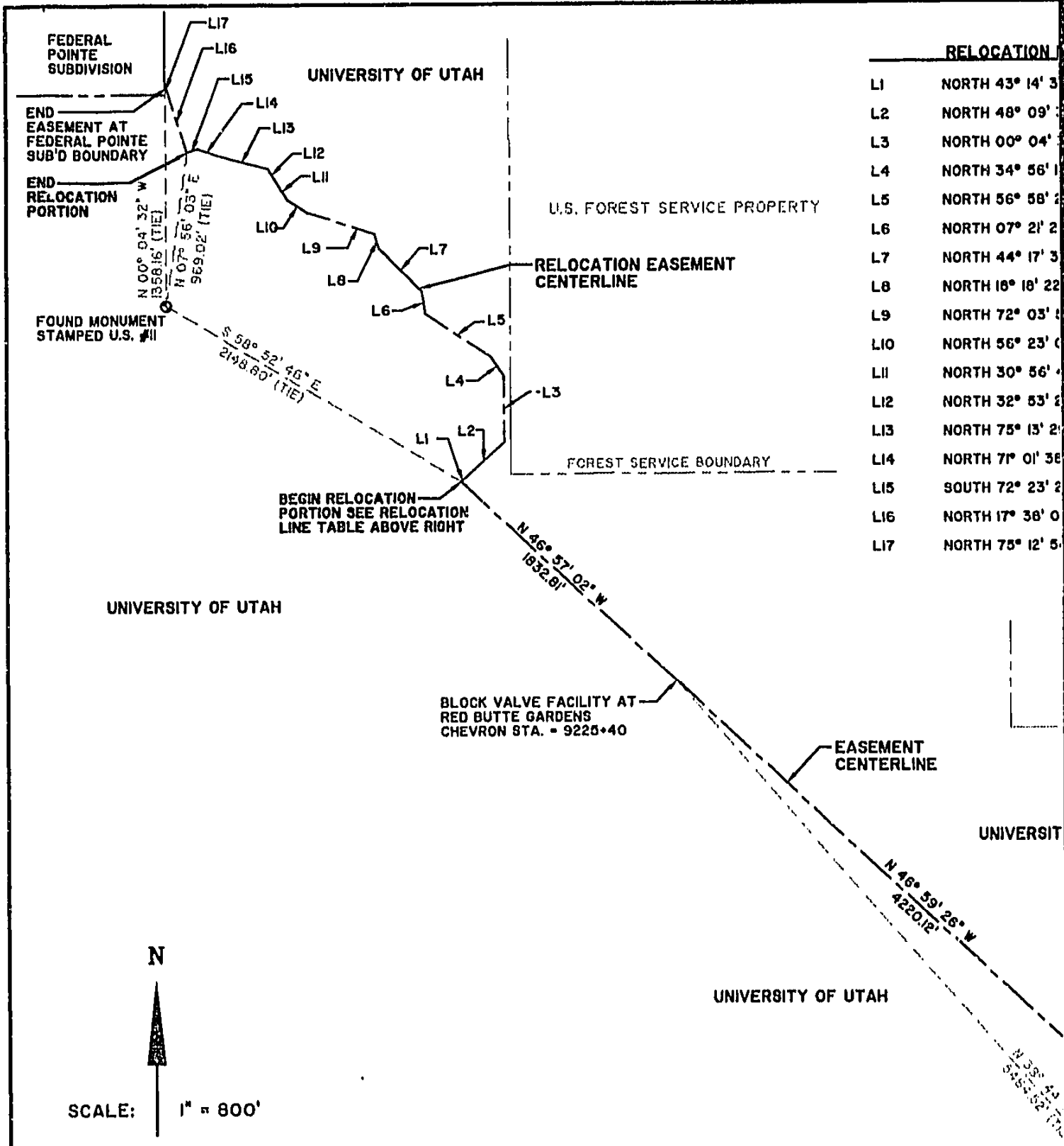
The undersigned hereby acknowledges and affirms to the below named notary public that (1) [s]he appeared before such notary public, holds the position or title set forth above, and, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such corporation for the purpose stated in it.

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 12 day of JUNE, 1996, by GEORGE A. ADAMS, the ATTORNEY IN FACT of Chevron Pipe Line Company, Grantee.

W. B. RONNE  
NOTARY PUBLIC  
Residing at: SALT LAKE COUNTY





AN EASEMENT CENTERLINE EXHIBIT  
**PIPELINE RELOCATION PROJECT**  
 UNIVERSITY OF UTAH REROUTE  
 SALT LAKE CITY, SALT LAKE COUNTY, UTAH

**Exhibit A**

PREPARED BY  
**MILLER ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS  
 3225 WEST CALIFORNIA AVENUE  
 DATE: MAY 28, 1996

PHONE 801-975-1083 FAX -1081  
 SALT LAKE CITY, UTAH, 84104  
 JOB No. 960528

PREPARED FOR  
**CHEVRON PIPELINE COMPANY**

SALT LAKE DIVISION  
 SALT LAKE CITY, UTAH

# LINE TABLE

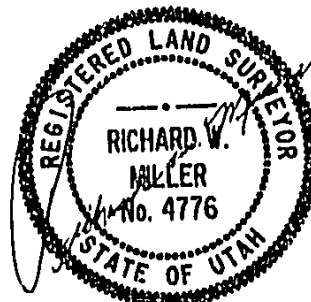
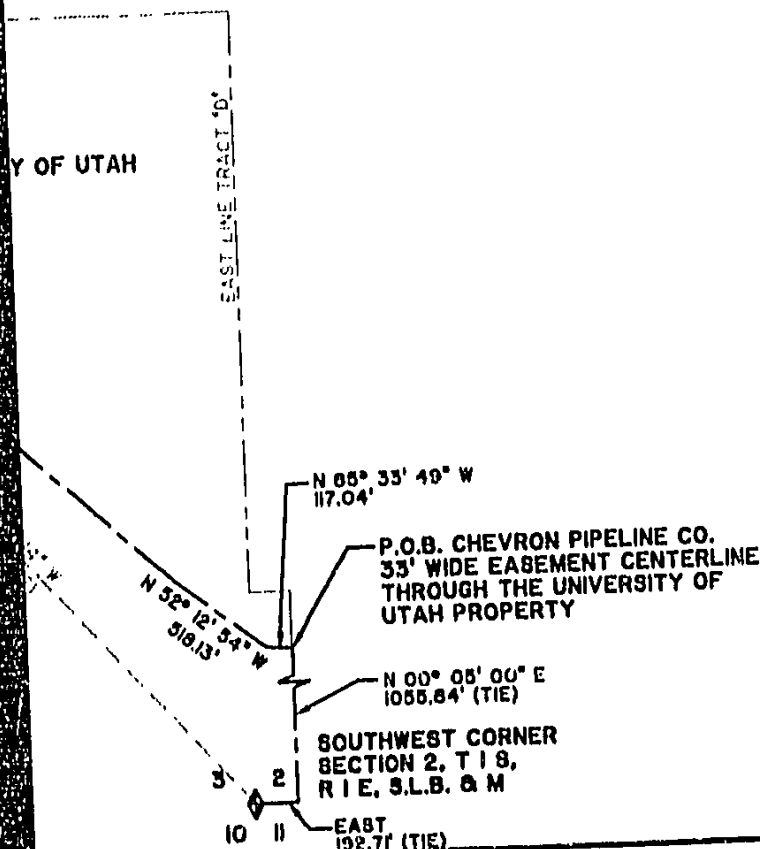
2° EAST	19.61'
37° EAST	350.48'
37° WEST	413.78'
3° WEST	151.54'
9° WEST	490.44'
7° WEST	138.77'
4° WEST	382.91'
° WEST	94.54'
32° WEST	435.29'
5° WEST	148.30'
3° WEST	117.95'
0° WEST	108.43'
3° WEST	337.33'
° WEST	126.97'
1° WEST	66.66'
5° WEST	415.37'
4° WEST	10.04'

## CHEVRON PIPELINE COMPANY RIGHT OF WAY EASEMENT DESCRIPTION THROUGH THE UNIVERSITY OF UTAH

A RIGHT OF WAY AND EASEMENT BEING 33.3 FEET WIDE, 16.5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF TRACT "D" AS SHOWN ON THE BUREAU OF LAND MANAGEMENT TRACT SURVEYS OF TOWNSHIP 1 NORTH AND 1 SOUTH, RANGE 1 EAST, S.L.B. & M, SAID POINT BEING EAST 192.71 FEET AND NORTH 00° 05' 00" EAST 1055.84 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 EAST, S.L.B. & M, SALT LAKE COUNTY, UTAH AND RUNNING  
 THENCE NORTH 85° 33' 49" WEST 117.04 FEET;  
 THENCE NORTH 52° 12' 54" WEST 518.13 FEET;  
 THENCE NORTH 46° 59' 26" WEST 4220.12 FEET, MORE OR LESS, TO A POINT AT THE BLOCK VALVE FACILITY AT RED BUTTE GARDENS, SAID POINT BEING NORTH 38° 44' 14" WEST 5164.52 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 EAST, S.L.B. & M;  
 THENCE NORTH 46° 57' 02" WEST 1832.81 FEET TO A POINT SOUTH 56° 52' 46" EAST 2148.80 FEET FROM A U.S. GOVERNMENT MONUMENT STAMPED U.S. #11;  
 THENCE NORTH 43° 14' 32" EAST 19.61 FEET;  
 THENCE NORTH 48° 09' 37" EAST 350.48 FEET;  
 THENCE NORTH 00° 04' 37" WEST 413.78 FEET;  
 THENCE NORTH 34° 56' 18" WEST 151.54 FEET;  
 THENCE NORTH 56° 52' 29" WEST 490.44 FEET;  
 THENCE NORTH 07° 21' 27" WEST 130.77 FEET;  
 THENCE NORTH 44° 17' 34" WEST 382.91 FEET;  
 THENCE NORTH 18° 18' 22" WEST 94.54 FEET;  
 THENCE NORTH 72° 03' 52" WEST 435.29 FEET;  
 THENCE NORTH 56° 23' 05" WEST 148.30 FEET;  
 THENCE NORTH 30° 56' 43" WEST 117.95 FEET;  
 THENCE NORTH 32° 53' 20" WEST 108.43 FEET;  
 THENCE NORTH 75° 13' 29" WEST 337.33 FEET;  
 THENCE NORTH 71° 01' 38" WEST 126.97 FEET;  
 THENCE SOUTH 72° 23' 21" WEST 66.66 FEET TO A POINT NORTH 07° 56' 03" EAST 969.02 FEET FROM A U.S. GOVERNMENT MONUMENT STAMPED U.S. #11;  
 THENCE NORTH 17° 38' 06" WEST 415.37 FEET;  
 THENCE NORTH 75° 12' 54" WEST 10.04 FEET TO THE EAST PROPERTY LINE OF THE FEDERAL POINTE SUBDIVISION AS RECORDED AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY NUMBER 5482962, BOOK 33-4, PAGE 69. SAID POINT ALSO BEING NORTH 00° 04' 32" WEST 1358.16 FEET FROM SAID U.S. GOVERNMENT MONUMENT STAMPED U.S. #11.

CONTAINS: 7.951 ACRES, MORE OR LESS (AS DESCRIBED)



BK 7421 PG 0346

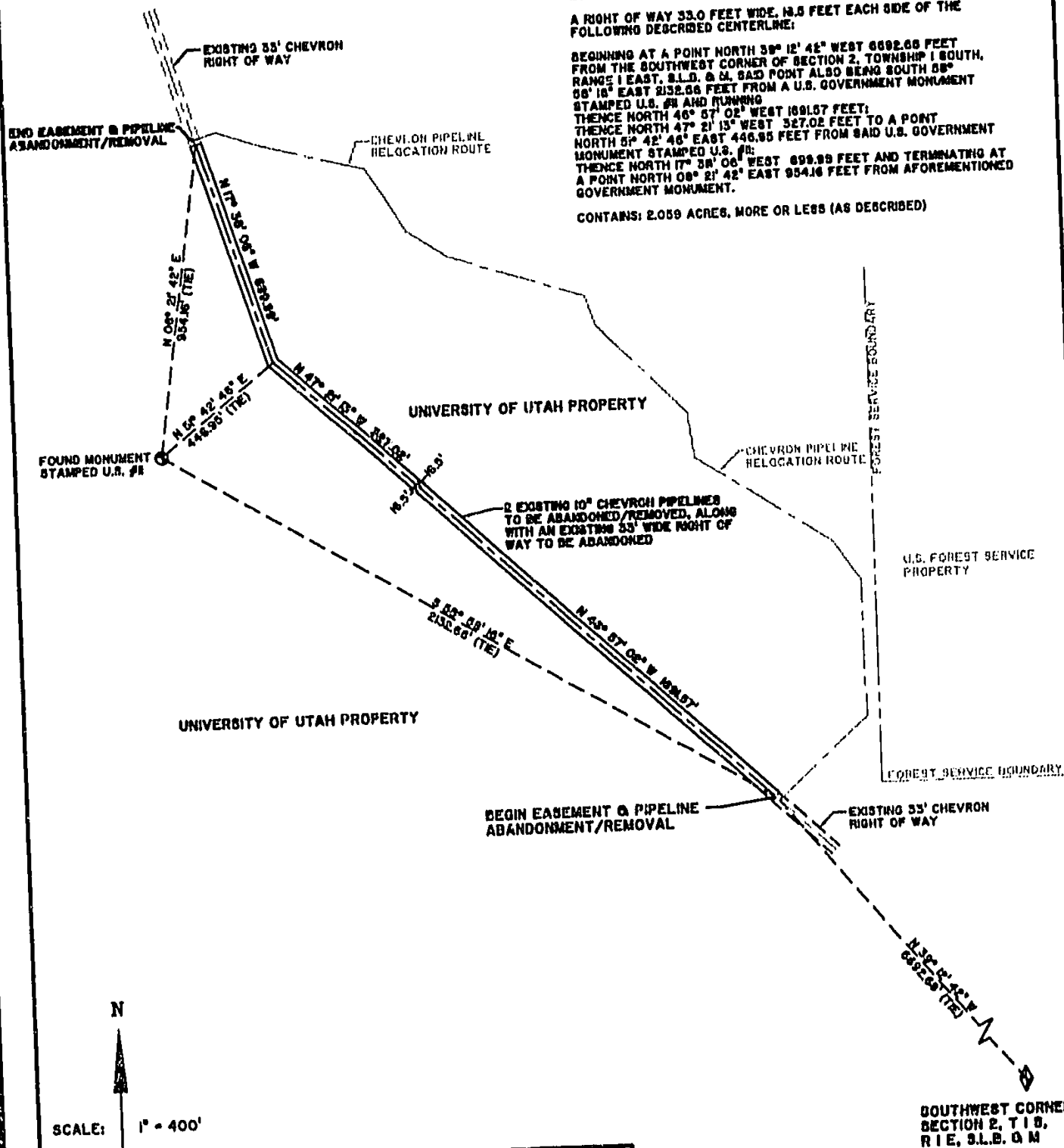


**CHEVRON PIPELINE COMPANY RIGHT OF WAY ABANDONMENT  
DESCRIPTION THROUGH THE UNIVERSITY OF UTAH.**

A RIGHT OF WAY 33.0 FEET WIDE, 16.5 FEET EACH SIDE OF THE  
FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT NORTH 38° 12' 42" WEST 6692.65 FEET  
FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH,  
RANGE 1 EAST, S.L.B. & M. SAID POINT ALSO BEING SOUTH 88°  
08' 16" EAST 2132.56 FEET FROM A U.S. GOVERNMENT MONUMENT  
STAMPED U.S. #8 AND RUNNING  
THENCE NORTH 46° 57' 02" WEST 1891.57 FEET;  
THENCE NORTH 47° 21' 13" WEST 527.02 FEET TO A POINT  
NORTH 51° 42' 46" EAST 446.55 FEET FROM SAID U.S. GOVERNMENT  
MONUMENT STAMPED U.S. #8;  
THENCE NORTH 17° 38' 06" WEST 899.99 FEET AND TERMINATING AT  
A POINT NORTH 08° 21' 42" EAST 954.16 FEET FROM AFOREMENTIONED  
GOVERNMENT MONUMENT.

CONTAINS: 2.059 ACRES, MORE OR LESS (AS DESCRIBED)



AN ABANDONMENT/REMOVAL EXHIBIT  
**PIPELINE RELOCATION PROJECT**  
UNIVERSITY OF UTAH REROUTE  
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

PREPARED BY  
**MILLER ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
3225 WEST CALIFORNIA AVENUE  
DATE: MAY 29, 1986  
PHONE 801-976-1083 FAX -1081  
SALT LAKE CITY, UTAH, 84104  
JOB No. 960529

PREPARED FOR  
**CHEVRON PIPELINE COMPANY**  
SALT LAKE DIVISION  
SALT LAKE CITY, UTAH

-8-

Time and Date of plot: 8:48 AM, May 31, 1986. Drawing 18: G:\ACADMS\CHEVRON\U OF U\REROUTE\ABANDON.dwg.

BK7421PG0347

## EXHIBIT C

### I. General requirements for buried line crossings:

- A. All buried lines crossing Chevron Pipe Line Company's ("CPL") right-of-way must cross at an angle of 45 degrees or more.
- B. All buried lines must cross under CPL's pipeline. If impractical because of underground structures, heavy rock or extreme depth of CPL pipeline(s), the Natural Team Leader or designee must grant approval for lines to cross over CPL pipelines.
- C. It is recommended that all buried utility lines crossing CPL's pipeline maintain a minimum of 24 inches between the pipeline and the utility line. The utility shall maintain the same depth of cover across the entire right-of-way. At no time shall the clearance between CPL's pipeline and the utility be less than 12 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 right-of-way.

### II. Specific requirements for buried telephone and cable TV line crossings:

- A. All buried telephone and cable TV lines that cross the CPL right-of-way shall be installed in accordance with guidelines of the National Electrical Safety Code.
- B. All buried telephone and cable TV lines that cross the CPL right of way 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 right-of-way shall meet all the General Requirements.

### III. Specific requirements for buried power line crossings:

- A. All proposed buried power lines that cross the CPL right-of-way shall meet the General Requirements.
- B. All buried power lines that cross the CPL right of way 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 that cross the CPL right-of-way 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 that cross the CPL right-of-way shall have signs placed at each edge of the right-of-way to mark the underground cable angle and the path of the crossing. This provision shall not apply in urban areas or where the placement of signs is impractical.
- E. If the proposed underground power cable crossing the CPL right of way 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.

#### IV. 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 CPL pipe and 18 inches to the side and 18 inches over the top of the CPL 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 contractor provides standard proctors for the materials used at least two days before construction, or (2) the compaction meets County Highway District standards and testing is done by a third party and CPL can observe the procedure. If the contractor proceeds under item (2) above and later it is discovered the compaction is not adequate, the developer at his 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.

#### V. 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. Note: Paved parking areas are considered to be roadways.

- B. A CPL Representative must be on site while 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 Area Office in Salt Lake. No construction grading or excavation in the CPL right-of-way may be done without a CPL Representative present.

**VI. Landscaping:**

- A. Landscaping on the pipeline right-of-way shall be limited to grass, sod, and shrubbery having root lengths extending less than 12 inches beneath the surface at all times. No trees with root lengths that would interfere with the coating or integrity of the pipeline may be planted in the right-of-way.

**VII. Equipment Crossings:**

- A. Normal loads acceptable to State of Utah Department of Transportation for highway purposes may cross the pipeline at locations where pipeline cover has been determined adequate to handle such loads.

**VIII. Fencing:**

- A. Fences may not be constructed in the right-of-way without identification and marking of CPL pipeline facilities. In general, fences may not run laterally within the right-of-way. Fences crossing the right-of-way may be allowed provided that provisions are made to resolve future access problems.