

WHEN RECORDED, RETURN TO:
David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

00886177 B: 2009 P: 1068

Page 1 of 14

Alan Spriggs, Summit County Utah Recorder

11/12/2009 08:36:50 AM Fee \$36.00

By LANDMARK TITLE COMPANY

Electronically Recorded by Simplifile

LINE CROSSING AGREEMENT

KNOWN BY ALL MEN BY THESE PRESENTS:

WHEREAS, CHEVRON PIPE LINE COMPANY, a Delaware Corporation, ("CPL"), is the present owner of those certain recorded right-of-way grants described as follows:

A right-of-way and easement filed for record as Instrument Number 76760, in Book Z of Misc. Records at page 54 on October 23, 1947 in the official records of the Summit County, Utah recorder.

A centerline survey description of the above described right-of-way filed for record as Instrument Number 77995, in Book Z of Misc. Records at page 302 on October 15, 1948 in the official records of the Summit County, Utah recorder.

A right-of-way and easement filed for record as Instrument Number 76761, in Book Z of Misc. at Page 55 on October 23, 1947 in the official records of the Summit County, Utah recorder.

A right-of-way and easement filed for record as Instrument Number 76762, in Book Z of Misc. at Page 57 on October 23, 1947 in the official records of the Summit County, Utah recorder.

A centerline survey description of the above described right-of-way filed for record as Instrument Number 77994, in Book Z of Misc. at page 301 on October 15, 1948 in the official records of the Summit County, Utah recorder.

A right-of-way and easement filed for record as Instrument Number 77267, in Book Z of Misc. at Page 183 on March 30, 1948 in the official records of the Summit County, Utah recorder.

A centerline survey description of the above described right-of-way filed for record as Instrument Number 78181, in Book Z of Misc. at page 373 on November 23, 1948 in the official records of the Summit County, Utah recorder.

A right-of-way and easement filed for record as Instrument Number 78232, in Book Z of Misc. at Page 377 on December 14, 1948 in the official records of the Summit County, Utah recorder.

The above instruments ("Right-of-Way Documents"), create a right-of-way (the "Right-of-Way") covering certain rights and rights of way over, across and affecting the property more particularly described on the attached Exhibit A and by reference incorporated herein; and,

WHEREAS, said Right-of-Way contains certain restrictions regarding the construction or maintenance of any structure on the said Right-of-Way or in any manner impair or interfere with the exercise of the rights granted in the Right-of-Way Documents; and

WHEREAS, Boyer Snyder Junction, L. C., a Limited Liability Company of the State of Utah or its assigns ("Owner") is the successor in interest to the Grantors of the Right-of-Way as Owner of land burdened by the Right-of-Way Documents; and

WHEREAS, Owner desires to develop said land by installing and constructing certain improvements in the Right-of-Way as described below.

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

1. It is understood and agreed that the Owner may erect within the Right-of-Way the improvements shown within the Right-of-Way on the drawings produced by Ensign as Project Title "Summit Research Park Phase 1" drawing numbers PP-1, PP-2, PP-4 and UP-1.5 dated September 21, 2009 (hereinafter "Improvements") which drawings are incorporated herein by reference. The reduced drawings labeled as Exhibit B are attached hereto and incorporated herein by reference for summary purposes. Owner shall assume, indemnify, defend, and save harmless CPL, its successors and assigns, and its parent company, Chevron Corporation, from any and all cost, loss, damage, expense or claim of any kind or nature whatsoever arising from any act of Owner, its agents, employees, contractors or subcontractors in connection with the construction or maintenance or from the continued existence of such Improvements; provided, that the foregoing indemnification shall not apply to the extent of the negligence or willful misconduct of CPL and its agents, employees, contractors or subcontractors. CPL only consents to the Improvements within the Right-of-Way as shown on Exhibit B.
2. Subject to the provisions set forth below in this Section, if CPL deems it necessary to remove any portion of the Improvements to gain access to its pipelines for replacement, repair, maintenance, or for any other purpose whatsoever, or in exercising any rights granted to it by the Right-of-Way Documents, CPL may do so without any obligation to repair or replace the Improvements and CPL shall not be responsible or liable to Owner for any damage caused to the Improvements. CPL will only be liable for damages incurred by landowners and their agents, employees, tenants, guests and invitees outside the Right-of-Way to the extent CPL negligently performs its work. Notwithstanding the foregoing provisions of this Section, except in case of an emergency, CPL agrees to provide Owner with reasonable advance written notice of CPL's intent to enter on the Right-of-Way to exercise any of CPL's rights. Such notice shall be given in writing at the address of the Owner of record. Except in case of an emergency, CPL shall use reasonable efforts to minimize the impact of the exercise of CPL's rights on the Improvements and Owner's commercial operations adjacent to the Right-of-Way. CPL shall provide Owner an opportunity to suggest means of performing the work which is less destructive and/or an opportunity to salvage Improvements.
3. Owner shall pay all expenses required to mitigate any cathodic protection interference caused by any of its development. Further, Owner agrees to give CPL reasonable notice of its proposed use of metal pipe or metal structures anywhere on, in or near the Right-of-Way before any development begins.
4. CPL is required to place and maintain line markers over each buried pipeline in accordance with Department of Transportation (DOT) Safety Regulations. Therefore, CPL shall have the right to mark the location of its pipeline at any time for any reason with markers presently or routinely used by CPL to meet or exceed DOT regulations under Title 49, Part 195.410.
5. Owner agrees to construct the Improvements according to the requirements set forth in Exhibit C attached hereto and incorporated by this reference.

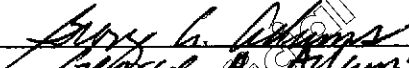
6. In the event of any inconsistency between the provisions of this Agreement and the Right-of-Way Documents, the provisions of this Agreement shall control. It is understood and agreed that the above-described Right-of-Way Documents shall remain in full force and effect except as set forth herein.

7. This Line Crossing Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in ownership of any part of the land benefited or burdened by the Right-of-Way Documents and the agreements contained in this Line Crossing Agreement.

(Signatures commence on following page)


Executed this 7th day of October, 2009.

CHEVRON PIPE LINE COMPANY, a Delaware corporation

By: 
Name: George B. Adams
Its: Attorney-in-Fact

BOYER SNYDERVILLE JUNCTION L.C., a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: Steven B. Osler
Its: Manager

STATE OF)
) ss:
COUNTY OF)

BEFORE ME, the undersigned authority, on the 7 day of October, 2009, personally appeared G. A. Adams, to me known to be the Attorney-in-Fact for CHEVRON PIPE LINE COMPANY, a Delaware corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes herein mentioned, and on oath stated that he is authorized to execute the said instrument.

Melissa Horiuchi

Notary Public

My Commission Expires: 8-28-13



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

BEFORE ME, the undersigned authority, on the 10th day of October, 2009, personally appeared before me Stevan Oster, who duly acknowledged to me that he executed the foregoing Line Crossing Agreement as the manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the Manager of BOYER SNYDERVILLE JUNCTION L.C., a Utah limited liability company, the signer of the above instrument who duly acknowledged to me that he executed the same.

Stevan Oster

Notary Public

My Commission Expires: 9-17-11

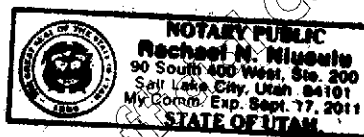


EXHIBIT "A"
To
LINE CROSSING AGREEMENT

Property Description

For Reference Purposes Only: Tax Parcel Identification No. KJS-1

Land located in Summit County, State of Utah

Summit Research Park Gas Line Easement

Beginning at a point being South 00°01'25" East 1592.22 feet along the Section Line and East 552.86 feet from the Northwest Corner of said Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running
thence North 30°40'15" East 36.50 feet;
thence South 59°19'45" East 574.92 feet to the Northerly Right-of-Way Line of Olympic Park Road;
thence North 89°44'53" West 72.09 feet along said Northerly Right-of-Way Line;
thence North 59°19'45" West 512.75 feet to the point of beginning.
Contains 19,850 Square Feet or 0.456 Acres

For Reference Purposes Only: Tax Parcel Identification No. KJS-1

**GAS LINE
EASEMENT**

OLYMPIC PARK ROAD

**KIMBALL JUNCTION
SUBDIVISION
LOT 3**

PROJECT # DATE
4252C 10/1/09

EX 'A'

FILE:
ng easement.ph1

**SUMMIT RESEARCH PARK
EXHIBIT 'A'
KIMBALL JUNCTION
SUMMIT COUNTY, UTAH
GAS LINE EASEMENT EXHIBIT**

FOR:
BOYER SNYDERVILLE
JUNCTION LC
SALT LAKE CITY, UTAH

90 E. Fort Union Blvd
Suite 100
Midvale, UT 84047
Phone: 801.255.0529
Fax: 801.255.4449
www.ensignutah.com

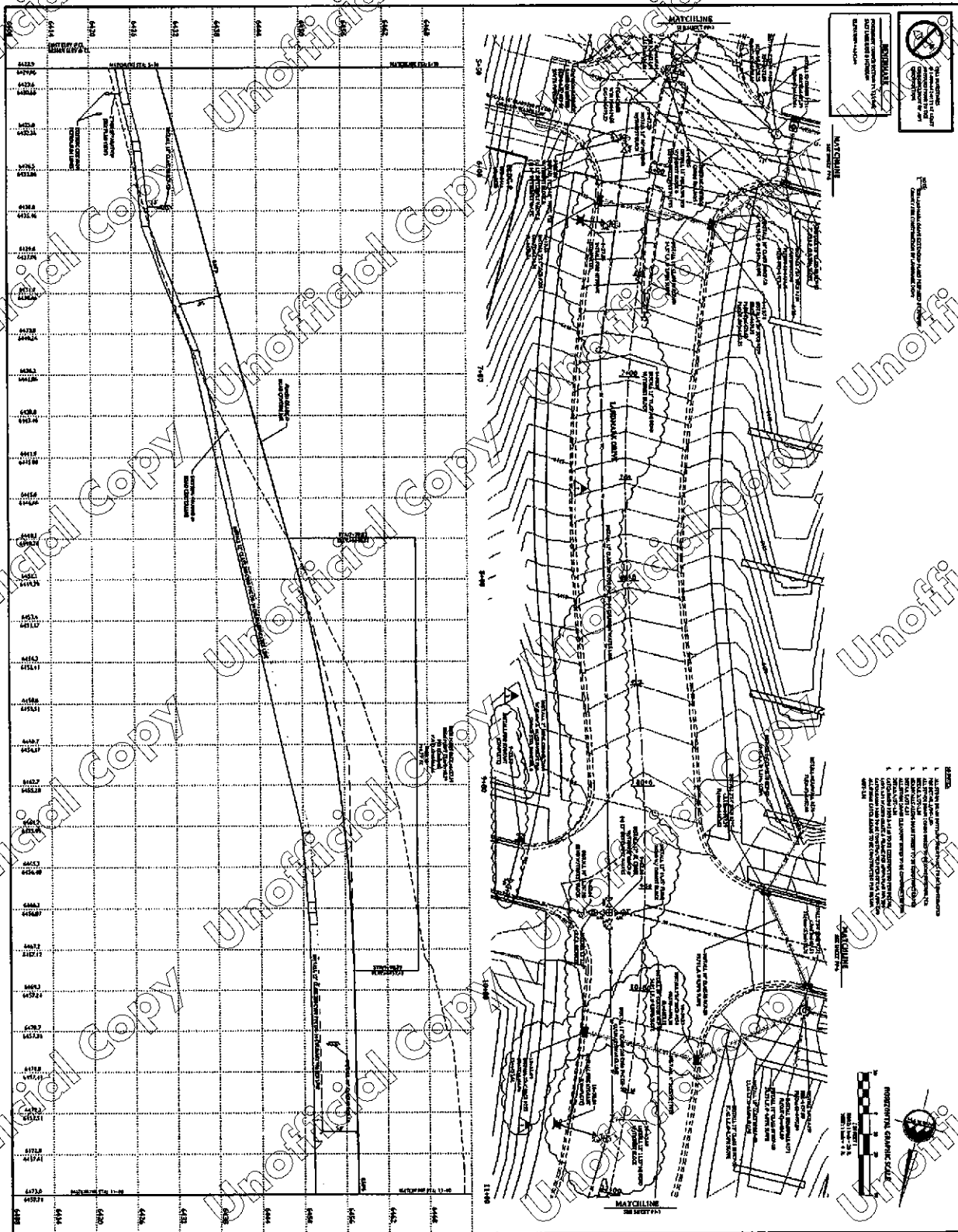


EXHIBIT "B"
To
LINE CROSSING AGREEMENT

Summit Research Park Phase 1 Drawings

(attached)

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NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
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LEGEND

- Proposed Road
- Proposed Right-of-Way
- Proposed Utility
- Proposed Structure
- Proposed Landmark
- Proposed Boundary
- Proposed Easement
- Proposed Right-of-Way
- Proposed Utility
- Proposed Structure
- Proposed Landmark
- Proposed Boundary
- Proposed Easement

GENERAL NOTES

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PROPOSED ROAD

Proposed Road

Proposed Right-of-Way

Proposed Utility

Proposed Structure

Proposed Landmark

Proposed Boundary

Proposed Easement

PROPOSED UTILITY

Proposed Utility

Proposed Structure

Proposed Landmark

Proposed Boundary

Proposed Easement

PROPOSED STRUCTURE

Proposed Structure

Proposed Landmark

Proposed Boundary

Proposed Easement

PROPOSED LANDMARK

Proposed Landmark

Proposed Boundary

Proposed Easement

PROJECT INFORMATION

Project Name: **SUMMIT RESEARCH PARK PHASE 1**

Project No: **PP-2**

Client: **LANDMARK-CORP**

Address: **1100 11th St, Summit, CO 80460**

Scale: **1" = 40'**

Drawn By: **ENR**

Checked By: **ENR**

Date: **11/11/00**

Project No: **PP-2**

Client: **LANDMARK-CORP**

Address: **1100 11th St, Summit, CO 80460**

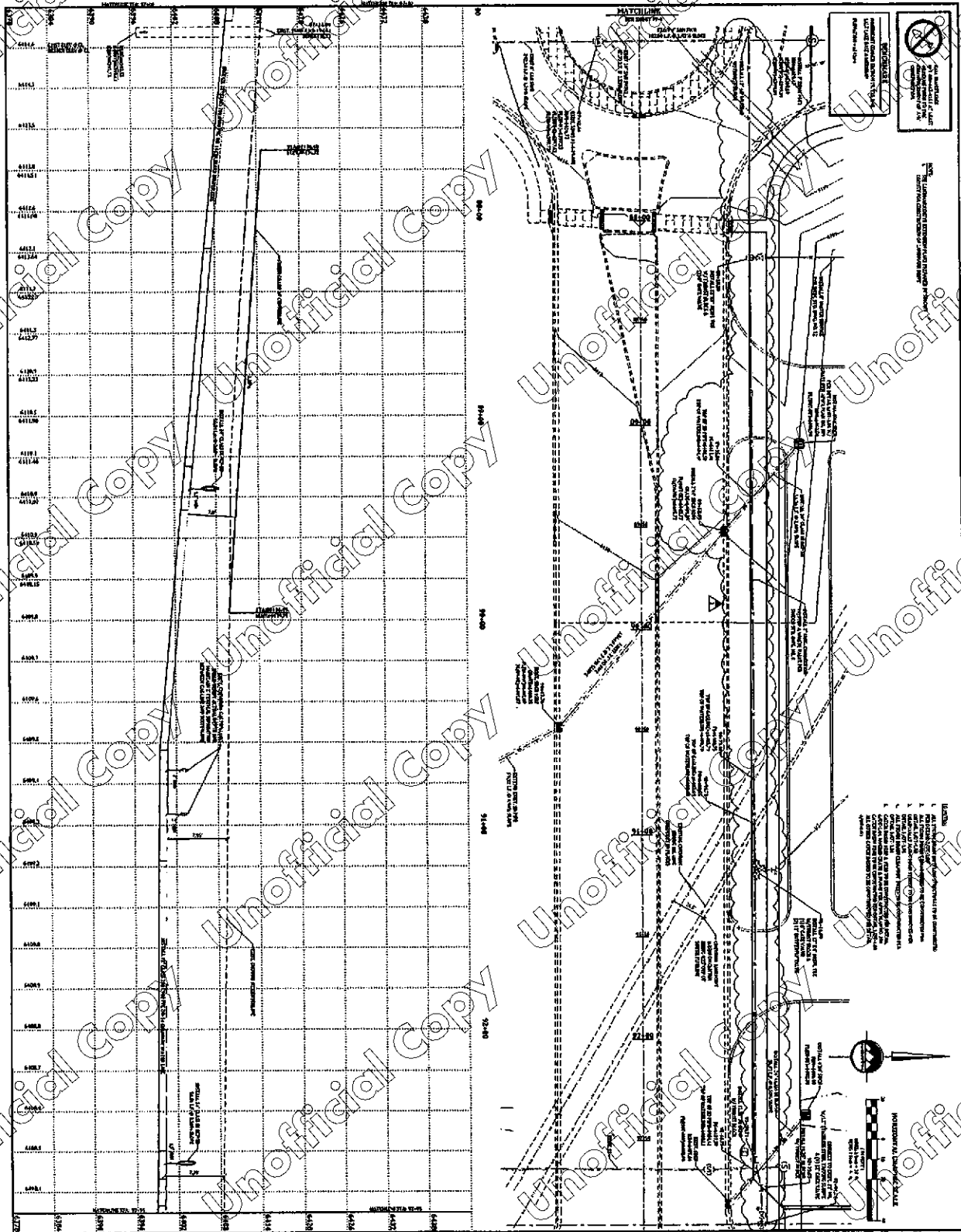
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Drawn By: **ENR**

Checked By: **ENR**

Date: **11/11/00**

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LEGEND

- 1. EXISTING BUILDING FOOTPRINT
- 2. EXISTING PARKING LOT
- 3. EXISTING DRIVEWAY
- 4. EXISTING SIDEWALK
- 5. EXISTING CURB
- 6. EXISTING UTILITY
- 7. EXISTING TREE
- 8. EXISTING LANDSCAPE
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- 11. EXISTING SIGN
- 12. EXISTING LIGHT FIXTURE
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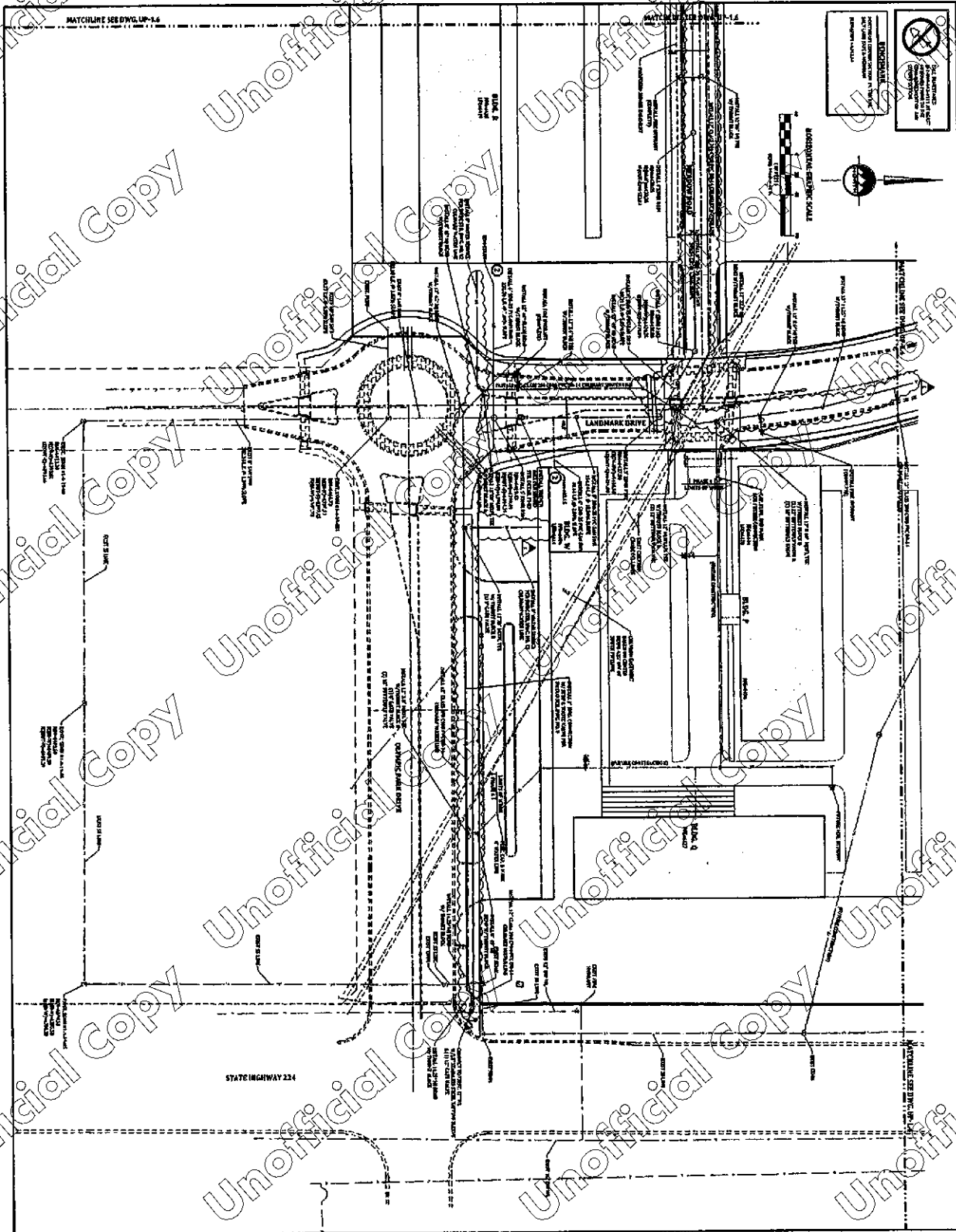
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<p>Project No. 00886177 Drawn By: [Name] Checked By: [Name] Date: 10/15/10</p>	<p>Project Name: SUMMIT RESEARCH PARK PHASE 1</p>		<p>Scale: 1" = 100'</p>	<p>North Arrow</p>	<p>DATE: 10/15/10 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO.: 00886177</p>
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<p>ROVER SINGENWILLE ARCHITECTS, L.C.</p>  <p>3441 JAMES CITY SUITE 200 DENVER, CO 80202 TEL: 303.733.4444 WWW.ROVERARCHITECTS.COM</p>	<p>NOTES</p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).</p>	<table border="1"> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> <tr> <td>1</td> <td>Issue & Approval</td> <td>08-20-09</td> </tr> </table>	No.	Description	Date	1	Issue & Approval	08-20-09		<p>Project Title: SUMMIT RESEARCH PARK PHASE 1</p> <p>Project No.: 0086177</p> <p>Drawn By: [Name]</p> <p>Checked By: [Name]</p> <p>Approved By: [Name]</p> <p>Date: 08-20-09</p> <p>Sheet No.: UP-15</p>
No.	Description	Date								
1	Issue & Approval	08-20-09								

EXHIBIT "C"
To
LINE CROSSING AGREEMENT

Improvement Requirements

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 Field 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 except where approval is granted from the Field Team Leader or designee for allowable D. O. T. specifications.
- 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 communication line crossings (buried telephone, cable TV and other data lines):

- A. All buried communication lines shall be installed in accordance with guidelines of the National Electrical Safety Code.
- B. All buried communication lines shall be encased in a rigid nonmetallic conduit across the entire width of the right-of-way.
- C. Proposed communication lines that cross the CPL right-of-way shall meet all the General Requirements.
- D. Specific requirements for fiber optic lines must be adhered to. Such installations are allowed provided that measures are taken to prevent accidental severing of fiber optic lines during pipeline repair and maintenance work. Such measures may include but are not limited to, a burial depth of not less than 24 inches below CPL's pipelines, encasing the fiber optic line in a rigid conduit, or placing a 4 inch slab of concrete above and below the fiber optic lines. The fiber optic protection must extend across the entire width of the

right-of-way. Discretion is given to CPL field personnel for any additional requirements or variances.

III. Specific requirements for buried power line crossings:

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

IV. Backfill requirements for road construction and miscellaneous 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. Cover over the pipeline(s) must meet current Department of Transportation regulations specified in the Code of Federal Regulations, Title 49, Parts 195.200, 195.210, and 195.248.

B. The finished roadway surfacing (asphalt surfacing 2 1/2 inches thick) shall be at least 48 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 at Owners expense. Note: Paved parking areas are considered to be roadways.

C. 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.

D. Any proposed change in cover on the pipeline shall be, reported to the CPL Area Office. 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 of any kind may be planted in the right-of-way.

VII. **Equipment Crossings:**

A. Normal loads acceptable to the resident State 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.