



W2126047

LINE CROSSING and ENCROACHMENT AGREEMENT

KNOWN BY ALL MEN BY THESE PRESENTS:

WHEREAS, CHEVRON PIPE LINE COMPANY, a Delaware Corporation, ("CPL"), is the present owner of a Right-of-Way easement granted by Instrument Number 156220, recorded August 25, 1949 in Book 319 of records at page 279, and Instrument Number 156530, recorded September 7, 1949 in Book 320 of records at page 69, and Instrument Number 156650, recorded September 10, 1949 in Book 320 of records at page 259, as filed for record in the office of the Recorder in Weber County, Utah (collectively referred to as "Right-of-Way"), crossing over a portion of the land in:

The SE1/4 of Section 24 and the SW1/4 of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah and more specifically described as the proposed Marriott-Slaterville Business Park by property description attached hereto an by reference incorporated herein, and;

WHEREAS, said Right-of-Way provides that no structure or improvement may be erected upon or made on the surface of said Right-of-Way; and

WHEREAS, KBC Leasing, L.L.C. is the successor in interest to the grantors of the Right-of-Way as owner of land burdened by the Right-of-Way (KBC Leasing, L.L.C. or its successors in the ownership of the burdened land are referred to as the "Owner"); and

WHEREAS, Owner desires to develop said land and has proposed certain improvements which may include landscaping, fencing, sidewalks, curb and gutter, underground utilities and paved asphalt roadways crossing over, under and through the Right-of-Way; and

WHEREAS, said improvements will encroach upon the Right-of-Way area.

NOW, THEREFORE, notwithstanding any of the provisions contained in said Right-of-Way 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 Landmark Surveying and Engineering, Inc. on February 7, 2003 with subsequent revisions to March 15, 2005 depicting the overall utility plans, lot layout and surface improvements for the Marriott-Slaterville Business Park development project (hereinafter "Improvements") which drawings are incorporated herein by reference. Owner shall not erect, construct or create any building, house, improvement, structure, or obstruction of any kind within the Right-of-Way except as shown in said drawings. 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. CPL only consents to the herein described Improvements shown in the incorporated drawings.
2. If CPL deems it necessary to remove any portion of the Improvements to gain access to pipelines for repair, maintenance, or for any other purpose whatsoever, or in exercising any rights granted to it by the Right-of-Way, 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 outside the Right-of-Way to extent CPL is negligent in performance of its work.

Except in case of an emergency, CPL agrees to provide Owner with reasonable advance notice of CPL's intent to enter on the Right-of-Way to exercise any of CPL's rights. Notice shall be given in writing at the address of the Owner in the Weber County Assessor's Office. Except in case of an emergency, CPL shall use reasonable efforts to minimize the impact of the exercise of CPL's rights on Owner's commercial development project adjacent to the Right-of-Way.

3. Owner shall pay for any and all damages to CPL's pipeline or pipelines (including without limitation loss of product) and shall indemnify and defend and hold CPL harmless from and against any and all loss, cost, claims or damages or liability resulting from injury to or death of any person or persons, including Owner, its agents, employees, contractors or subcontractors, or damage to any property of any person, including Owner's property, where such damage, injury or death result from the construction, maintenance or existence of any Improvements in or upon the Right-of-Way.
4. 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.
5. 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.
6. Owner agrees to construct the Improvements according to the requirements set forth in Exhibit A attached hereto and incorporated by this reference.
7. Owner shall incorporate in the Covenants, Conditions and Restrictions of land burdened by the Right-of-Way, all of the provisions listed on Exhibit B attached hereto and incorporated by this reference.
8. Owner shall place on the final recorded plat of said land burdened by the Right-of-Way the paragraph described in Exhibit C attached hereto and incorporated by this reference.
9. It is understood and agreed that the above-described Right-of-Way Agreement shall remain in full force and effect except as set forth herein.
10. 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 and the agreements contained in this Line Crossing Agreement. No Owner shall be liable under this Agreement for the actions or events occurring after the Owner has transferred legal title of the land burdened by the Right-of-Way to a successor Owner.

Executed this 27th day of July, 2005.

CHEVRON PIPE LINE COMPANY

By: George A. Adams
Its: Right-of-Way Specialist

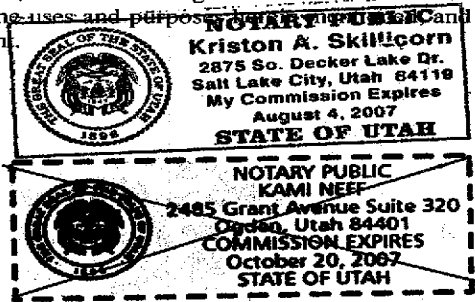
KBC LEASING, L.L.C.

By: Peggy Bowden
Its: Managing member

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

BEFORE ME, the undersigned authority on the 27 day of July, 2005, personally appeared G. A. Adams, to me known to be the Attorney-in-Fact for CHEVRON PIPE LINE COMPANY, 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 therein expressed, and on oath stated that he is authorized to execute the said instrument.

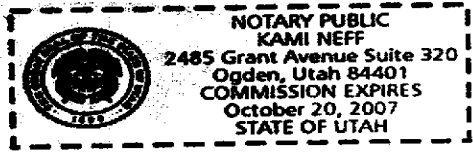
Kriston A. Skillcorn
Kami Neff
Notary Public



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

On the 27 day of July, 2005, personally appeared before me Peggy Bowden, Kami Neff, who duly acknowledged to me that he executed the foregoing Line Crossing Agreement as the Managing member of KBC LEASING, L.L.C.

Kami Neff
Notary Public



BOUNDARY DESCRIPTION**MARRIOTT-SLATERVILLE BUSINESS PARK**

A part of the Southeast Quarter of Section 24, Township 6 North, Range 2 West, and Southwest Quarter of Section 19, Township 6 north, Range 1 West, Salt Lake Base and Meridian, U.S. survey, described as follows:

Beginning at a point on the North line of 1700 South Street, said point being South $01^{\circ}32'37''$ West 1562.73 feet along the Section line and North $80^{\circ}43'58''$ West 261.43 feet from the East Quarter Corner of said section 24, and running thence North $01^{\circ}16'41''$ East 288.10 feet; thence North $88^{\circ}43'19''$ West 157.42 feet; thence South $01^{\circ}17'13''$ West 42.00 feet; thence North $88^{\circ}43'19''$ 121.10 feet; thence North $00^{\circ}51'43''$ East 345.67 feet; thence South $89^{\circ}02'17''$ East 88.48 feet; thence North $00^{\circ}54'55''$ East 206.85 feet; thence North $06^{\circ}17'29''$ West 471.13 feet; thence South $87^{\circ}52'41''$ East 240.37 feet; thence North $00^{\circ}57'31''$ East 130.54 feet; thence South $78^{\circ}07'36''$ East 463.91 feet; thence South $12^{\circ}08'18''$ West 139.10 feet; thence South $04^{\circ}31'18''$ West 554.93 feet; thence North $88^{\circ}21'42''$ West 39.25 feet; thence South $02^{\circ}26'25''$ West 697.01 feet; thence North $80^{\circ}43'58''$ West 93.66 feet; thence South $02^{\circ}21'50''$ West 33.24 feet to the South line of 1700 South Street; thence North $80^{\circ}43'58''$ West 237.62 feet along said South line; thence North $01^{\circ}16'41''$ East 66.65 feet to the North line of 1700 South street and the point of beginning. (contains 17.62 acres, more or less)

15-397-0001 to 0008 ✓

✓

EXHIBIT A

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 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. 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 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 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.

EXHIBIT B

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

- (a) No building, building overhang, foundation, or other structure or physical improvement of any type which, in CPL's opinion, unreasonably impedes or hampers CPL's access to the pipeline may be located or constructed at any time within the pipeline right-of-way;
- (b) The construction of any structure or improvement on any lot or common area burdened by a right-of-way shall be diligently prosecuted by the Owner with due care and in accordance with sound design, engineering and construction practices, and in a manner which will not unreasonably interfere with CPL's rights in the right-of-way;
- (c) No buried utility lines shall be installed across the pipeline right-of-way and no asphalt, concrete, or other hard surface, driveway, or road, or any other major modification of the surface of the pipeline right-of-way shall be constructed without prior notice to and consultation with CPL;
- (d) Landscaping on the pipeline right-of-way shall be limited to grass, sod, and shrubbery having root lengths extending less than twelve (12) inches beneath the surface at all times;
- (e) CPL shall have the right to mark the location of its pipeline at any time for any reason with markers presently or routinely used by CPL in residential area;
- (f) No excavation, digging, grading, or use of heavy machinery may take place on CPL's right-of-way without adequate prior notice to CPL, and at a minimum without prior notice in accordance with provisions of State or local Underground Utility Damage Prevention Laws;
- (g) CPL shall have the right reasonably to access its right-of-way across lots subject to the right-of-way, and Owners shall not restrict CPL's access to the pipeline right-of-way, and any fences crossing the pipeline right-of-way shall contain gates sufficiently wide to allow CPL vehicles and equipment to move along the right-of-way. Fences installed parallel to the pipelines shall not be closer than 8.25 feet to the centerline of the easterly pipeline. Owners shall take proper care when digging post holes near the pipelines by hand excavating within the easement boundaries;
- (h) Owners shall not remove or disturb signs or markers installed by CPL to mark the location of the pipeline right-of-way without the express written consent of CPL; and
- (i) The Owner will at all times give due regard to the need for the continued safe and uninterrupted operation of CPL's pipelines thereon, and will indemnify and hold CPL harmless from all loss, cost, and expense, including attorney fees, arising from the failure by Owner to abide by the terms of this covenant and restriction.

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

CHEVRON PIPE LINE COMPANY EASEMENT

A 16.5 foot pipeline right-of-way for the transportation of liquid petroleum products has been granted through instrument No. 156220, recorded August 25, 1949 in Book 319 of records at page 279 and instrument No. 156530, recorded September 7, 1949 in Book 320 of records at page 69, and instrument No. 156650, recorded September 10, 1949 in Book 320 of records at page 259, as filed for record in the office of the Weber County Recorder, Utah. Call Chevron Pipe Line Company, Salt Lake Area Office at (801) 539-7293 prior to any construction activity in the vicinity of the pipeline.