

ENCROACHMENT AGREEMENT

Parcel ID: 086120007

STATE OF UTAH §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIS §

WHEREAS, Pioneer Pipe Line Company, a Delaware Corporation, (hereinafter referred to as "Permitter"), is the current owner of the right-of-way specified in an instrument dated the 7th day of August, 1952 from Lawrence Chaffin and Mildred S. Chaffin covering lands in Davis County, State of Utah, said instrument being filed of record in Book 45, Page 530 of the Deed Records of Davis County, Utah (hereinafter referred to as the "Right-of-Way"), and

WHEREAS, Permitter owns and operates one (1) eight inch (8") pipeline in the lands covered by Permitter's Right-of-Way; and

WHEREAS, ICO Station Parkway, LLC (hereinafter referred to as "Permittee", whether one or more) with an address of 3401 North Center Street, Suite 300, Lehi, UT 84043, is the owner of a tract of land which is subject to the above specified Right-of-Way, said tract being described in the Deed filed of record at Document number 3119281 in Davis County Records; and

WHEREAS, Permittee has requested permission to encroach upon Permitter's Right-of-Way located on Permittee's land specified above by constructing a curb and gutter along the north side of River Rock Road pursuant to Phase 1 construction (hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, at its intersection with Permittee's Encroachment, Permitter's eight inch (8") pipeline is currently buried approximately eighteen inches (18") below grade; and

WHEREAS, Permitter is agreeable to permitting said Encroachment and to waive the forty-eight inch (48") soil cover requirement of Section 1.15 of its General Encroachment Guidelines for Property Developers and Land Owners near Phillips 66 Pipeline LLC's Pipelines and Facilities ("Guidelines"), subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and of the premises and of the covenants hereof contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Permitter hereby consents to the placement and maintenance of the Encroachment within the Right-of-Way as specifically described and/or depicted on Exhibit "A", attached hereto and made a part hereof. The Encroachment within the Right-of-Way shall be placed only in the locations described and/or depicted on Exhibit "A". Any changes in the nature or location of the Encroachment shall require the prior written approval of Permitter. Permitter acknowledges that the existing eight inch (8") pipeline in its Right-of-Way, at its intersection with the intended Encroachment, is not buried at the depth necessary to accommodate the forty-eight inch (48") soil cover requirements of Section 1.15 of Permitter's Guidelines and therefore hereby waives Section 1.15 for purposes of Permittee's Encroachment.

2. Permittee has been advised and is fully aware that Permitter now has, and shall continue to have, the right to utilize the land within the Right-of-Way and Permitter is hereby granted the right to use additional workspace outside of said Right-of-Way for pipeline purposes; that in so doing, Permitter may, at any time and from time to time, and without liability to Permittee except as provided in Section 3 below, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that except in the circumstances set forth in Section 3 below, Permitter shall have no obligation to repair, restore or replace the Encroachment or to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity. Permittee also agrees that Permitter shall not be responsible or liable for, and Permittee hereby releases Permitter from, any lost business or consequential damages resulting from Permitter's above described activities, howsoever caused.

3. Should Permitter in its sole judgment, determine to bury its existing eight inch (8") pipeline or install any replacement or other pipeline at a depth greater than eighteen inches (18"), Permitter shall pay all costs required to repair, restore and/or replace the Encroachment and to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity. Permitter shall provide Permittee not less than ten (10) days prior written notice of any work contemplated in this Section 3.

4. Permittee shall give Permitter at least ten (10) days prior written notice before commencing any construction, maintenance, repair, replacement, or removal of the Encroachment on the Right-of-Way, or any movement of equipment across the Right-of-Way, in order that Permitter shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permitter's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

Pioneer Pipe Line Company
Theron Jones
Local Area Supervisor
245 E. 1100 N., North Salt Lake, UT 84054
801-299-3615

5. Any future encroachments by Permittee on, or disturbances of, Permitter's Right-of-Way are strictly forbidden unless expressly permitted by Permitter under a separate fully executed Encroachment Agreement. Permittee will not excavate, nor permit others to excavate, on Permitter's Right-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permitter's pipeline(s) or the operation of such pipelines located within Permitter's Right-of-Way.

6. Nothing in this Agreement shall be construed as a release of any of Permitter's rights in the Right-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

7. Except as provided in Section 3 above, if it becomes necessary, in Permitter's sole judgment, to lower or relocate Permitter's pipeline(s) as a result of any encroachment by Permittee within the Right-of-Way, other than the Encroachment, such lowering or relocating of

the pipeline(s) shall be undertaken by Permitter at the sole cost and expense of Permittee including, but not limited to, the cost of acquiring any additional right-of-way. Any relocation of Permitter's pipeline(s), as well as the relocation route, shall be at the sole discretion of Permitter.

8. Permitter shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

9. Permittee has, and shall, rely on Permitter's approval of the Encroachment depicted in Exhibit A and acknowledgements and waivers set forth in this Agreement. Permittee represents and warrants that except for the requirements of Section 1.15 of the Guidelines specifically waived in this Agreement and as otherwise modified by Exhibit A, it is in compliance with and shall continue to comply with all of the terms and conditions set forth in Permitter's Guidelines attached hereto as Exhibit "B".

10. PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, FINES, PENALTIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREAFTER AS "CLAIMS"), INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGES, POLLUTION OR CONTAMINATION), AND INJURY TO OR DEATH OF ANY PERSONS, IN ANY WAY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE EXERCISE OF ANY OF THE RIGHTS IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR ANY BREACH OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE INDEMNIFIED PARTIES' SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) AND STRICT LIABILITY, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

11. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permitter's Right-of-Way.

12. Permittee may not assign its rights hereunder without prior written notice to Permitter of such assignment; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 19 day of August, 2020 (the "Effective Date").

PERMITTOR

PIONEER PIPE LINE COMPANY

Signature: [Signature]

Printed Name: James P. Journeycake

Title: Attorney in Fact

PERMITTEE

ICO STATION PARKWAY, LLC

By its Manager, ICO MULTIFAMILY HOLDINGS OPERATIONS, LLC

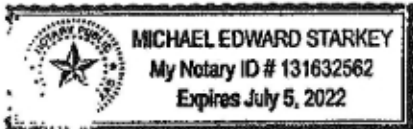
Signature: [Signature]

Printed Name: James G. Serbony

Title: Manager

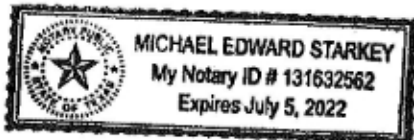
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 14th day of ~~August~~ ^{October}, 2020, before me Michael Edward Starkey, the undersigned officer, personally appeared James P. Journeycake, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Pioneer Pipe Line Company, and acknowledged that he, as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said Pioneer Pipe Line Company by himself as Attorney-in-Fact.



[Signature]
NOTARY PUBLIC

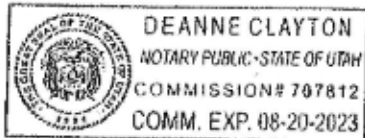
Notary Public in and for HARRIS County



My commission expires:

STATE OF UTAH §
 §
COUNTY OF UTAH §

On this 19th day of August, 2020, before me DEANNE CLAYTON, the undersigned officer, personally appeared JAMES G. SEABERG, known to me (or satisfactorily proven) to be the person whose name is subscribed as manager, of ICO Station Parkway, LLC, and acknowledged that he, as such manager, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said ICO Station Parkway, LLC by himself as manager.



Deanne Clayton
NOTARY PUBLIC

Notary Public in and for UTAH
County

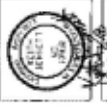
My commission expires: 8/20/2023

EXHIBIT "A"

PROJECT NUMBER: 3-028
SCALE: 1" = 30'-0"

ARCHITECTURAL
SITE PLAN - PHASE 1

RESIDENCES AT
STATION PARKWAY
BRUNNEN PARKWAY
RESIDENTIAL DEVELOPMENT
LTD.



architecture
2013 1000 1000
1001 1001 1001
1002 1002 1002

REVISION:
20 AUG 2019
DATE:
6 JUN 2019
SHEET NUMBER:
A1.1

THIS DOCUMENT IS CONFIDENTIAL
AND FOR IFCO COMPANIES USE ONLY.



NOTE: ALL BUILDINGS SHALL
NOT BE WITHIN 10 FT OF THE
PPELINE EASEMENT - TYPICAL

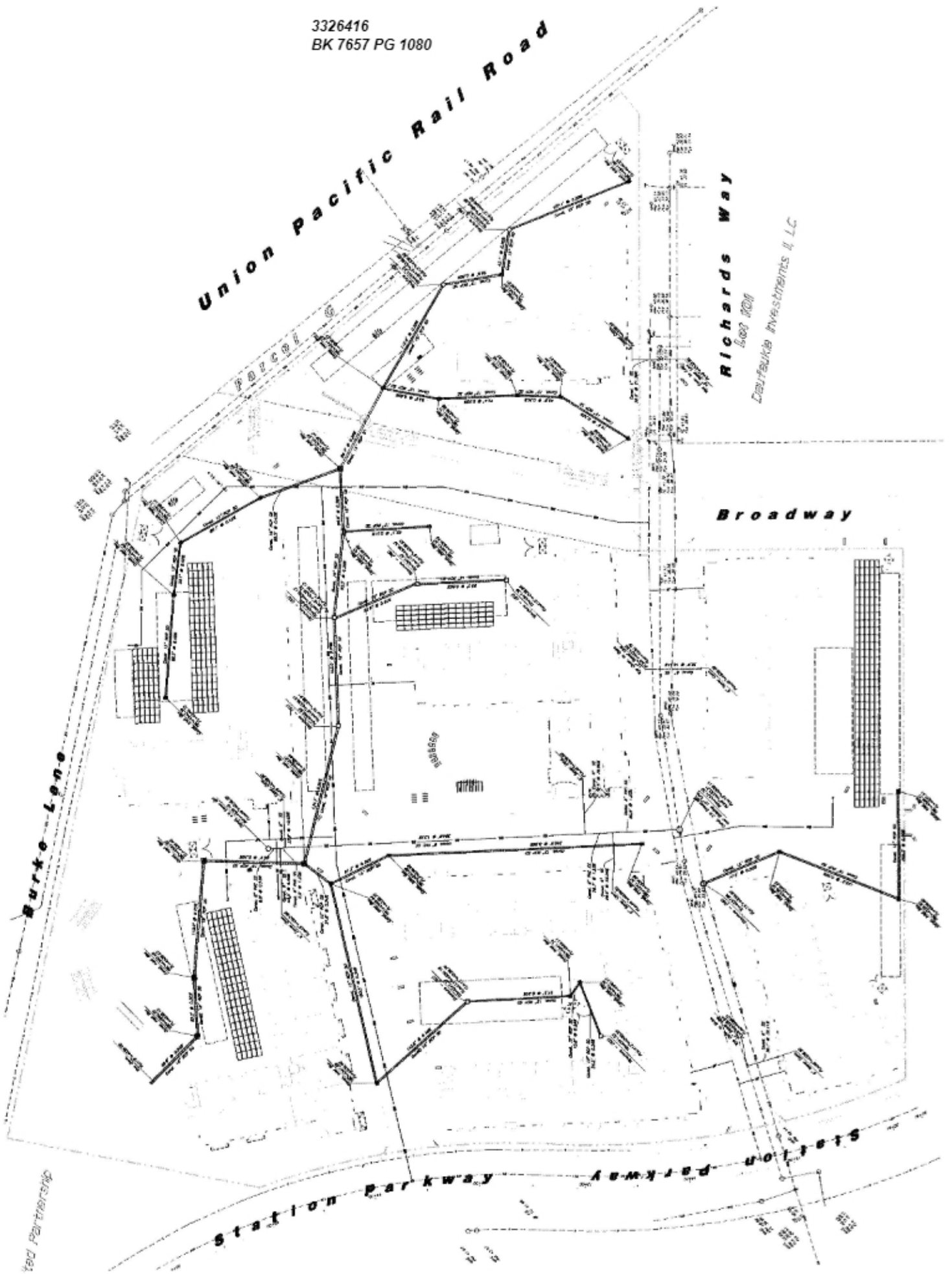


NOTE: CARPORTS PHASE LINE ARE
TO BE DETERMINED BY THE
OWNER'S DESIGN TO BE DETERMINED
CONSTRUCTION STAGES AND PREPARED
TO CITY PLAN APPROVAL.

NOTE: SEE BUILDING PLANS FOR
UNIT TYPES. SEE SHEET A2 FOR
ACCESSIBLE UNIT LOCATIONS.

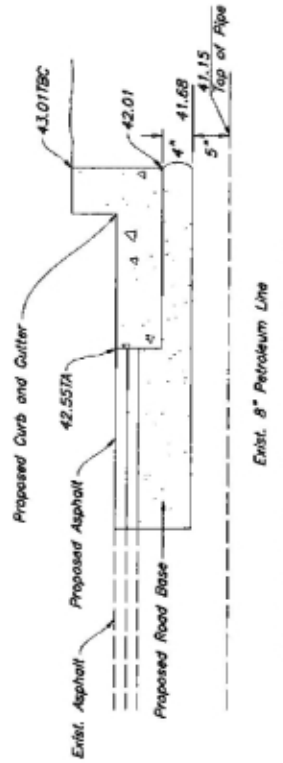
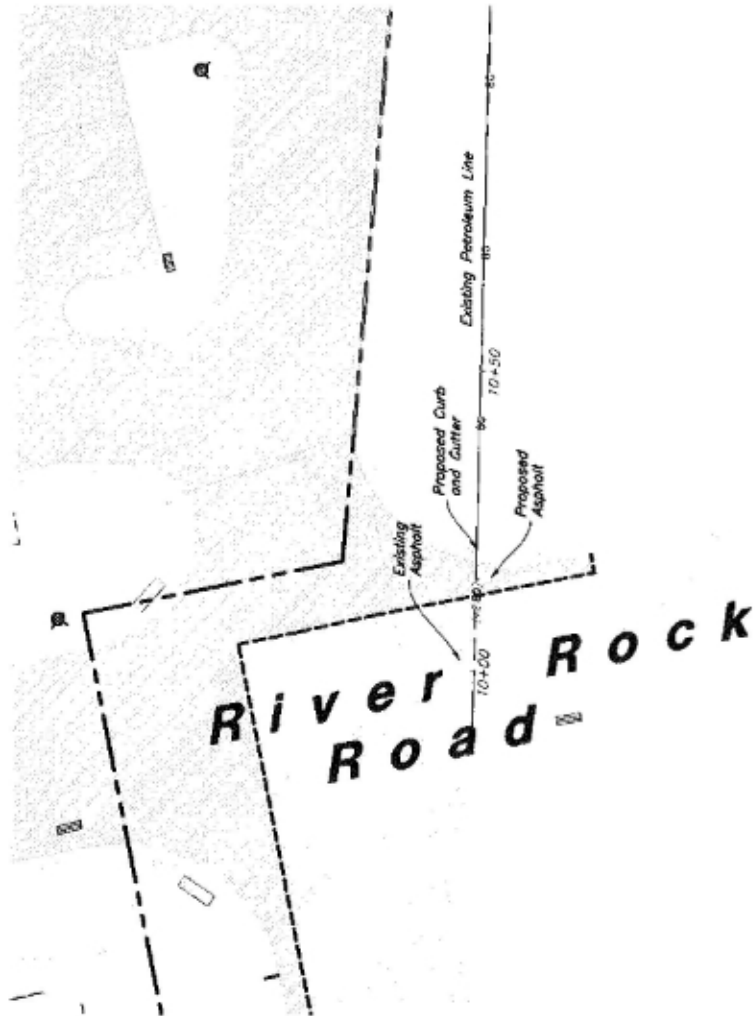
SITE PLAN - PHASE 1
SCALE: 1" = 30'-0"

TABULATION - PHASE ONE	
APARTMENTS	367 UNITS
AREA	721,000 SQ FT
DENSITY	508 UNITS / ACRE
SURFACE PARKING	80 STALLS
CARPORT PARKING	87 STALLS
TOTAL PARKING	167 STALLS
PARKING RATIO	0.45 STALLS / UNIT
STREET PARKING	127 STALLS
TOTAL STALLS	294 STALLS
OVERALL RATIO	0.79 STALLS / UNIT





Scale Hor.: 1" = 20'
Scale Vert.: 1" = 2'



1	DATE	DESCRIPTION
2	DATE	DESCRIPTION
3	DATE	DESCRIPTION
4	DATE	DESCRIPTION
5	DATE	DESCRIPTION
6	DATE	DESCRIPTION
7	DATE	DESCRIPTION
8	DATE	DESCRIPTION
9	DATE	DESCRIPTION
10	DATE	DESCRIPTION

AM
ANDERSON WALKER & ASSOCIATES
2005 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303.733.1100 FAX: 303.733.1101
WWW.AWAS.COM

Site Plan
Residences at Station Parkway
1720 West 63rd Street
Kennesaw, GA 30144



6 June, 2010
C1.1

Scale: 1" = 30'

General Site Notes:

1. All dimensions are in feet and inches.
2. All dimensions are to the center of the line unless otherwise noted.
3. All dimensions are to the center of the line unless otherwise noted.
4. All dimensions are to the center of the line unless otherwise noted.
5. All dimensions are to the center of the line unless otherwise noted.
6. All dimensions are to the center of the line unless otherwise noted.
7. All dimensions are to the center of the line unless otherwise noted.
8. All dimensions are to the center of the line unless otherwise noted.
9. All dimensions are to the center of the line unless otherwise noted.
10. All dimensions are to the center of the line unless otherwise noted.

Site Construction Notes:

1. Check 24" concrete slab.
2. Check 12" concrete slab.
3. Check 6" concrete slab.
4. Check 3" concrete slab.
5. Check 1.5" concrete slab.
6. Check 0.75" concrete slab.
7. Check 0.375" concrete slab.
8. Check 0.1875" concrete slab.
9. Check 0.09375" concrete slab.
10. Check 0.046875" concrete slab.
11. Check 0.0234375" concrete slab.
12. Check 0.01171875" concrete slab.
13. Check 0.005859375" concrete slab.
14. Check 0.0029296875" concrete slab.
15. Check 0.00146484375" concrete slab.
16. Check 0.000732421875" concrete slab.
17. Check 0.0003662109375" concrete slab.
18. Check 0.00018310546875" concrete slab.
19. Check 0.000091552734375" concrete slab.
20. Check 0.0000457763671875" concrete slab.

APPROVED FOR CONSTRUCTION

DATE: 6/10/10

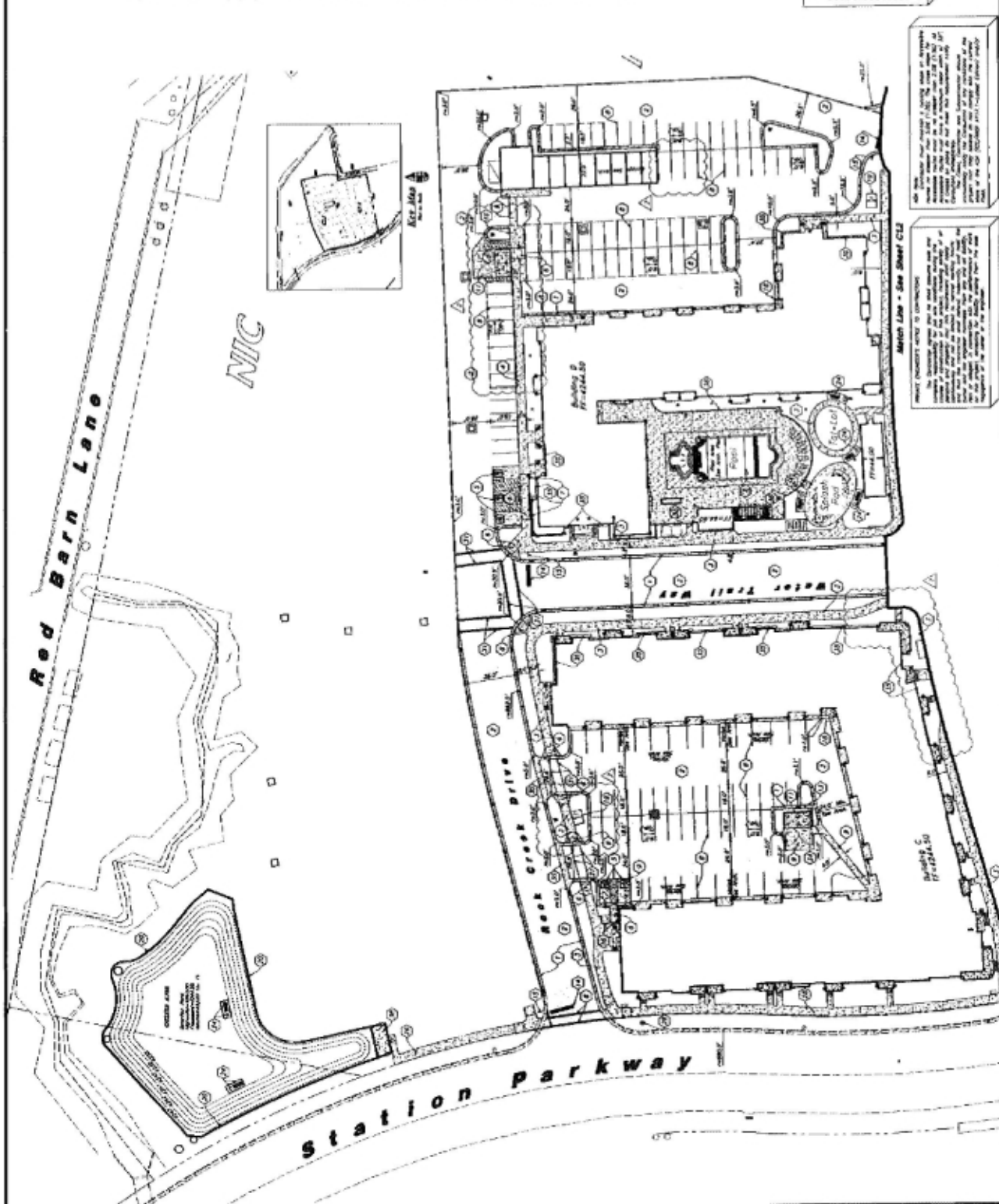
BY: JAMES H. WALKER

PROFESSIONAL ENGINEER

STATE OF GEORGIA

License No. 10000

Exp. 12/31/2010



APPROVED FOR CONSTRUCTION

DATE: 6/10/10

BY: JAMES H. WALKER

PROFESSIONAL ENGINEER

STATE OF GEORGIA

License No. 10000

Exp. 12/31/2010

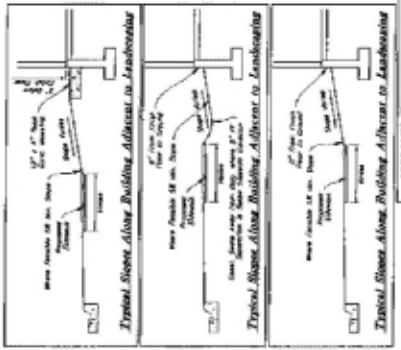
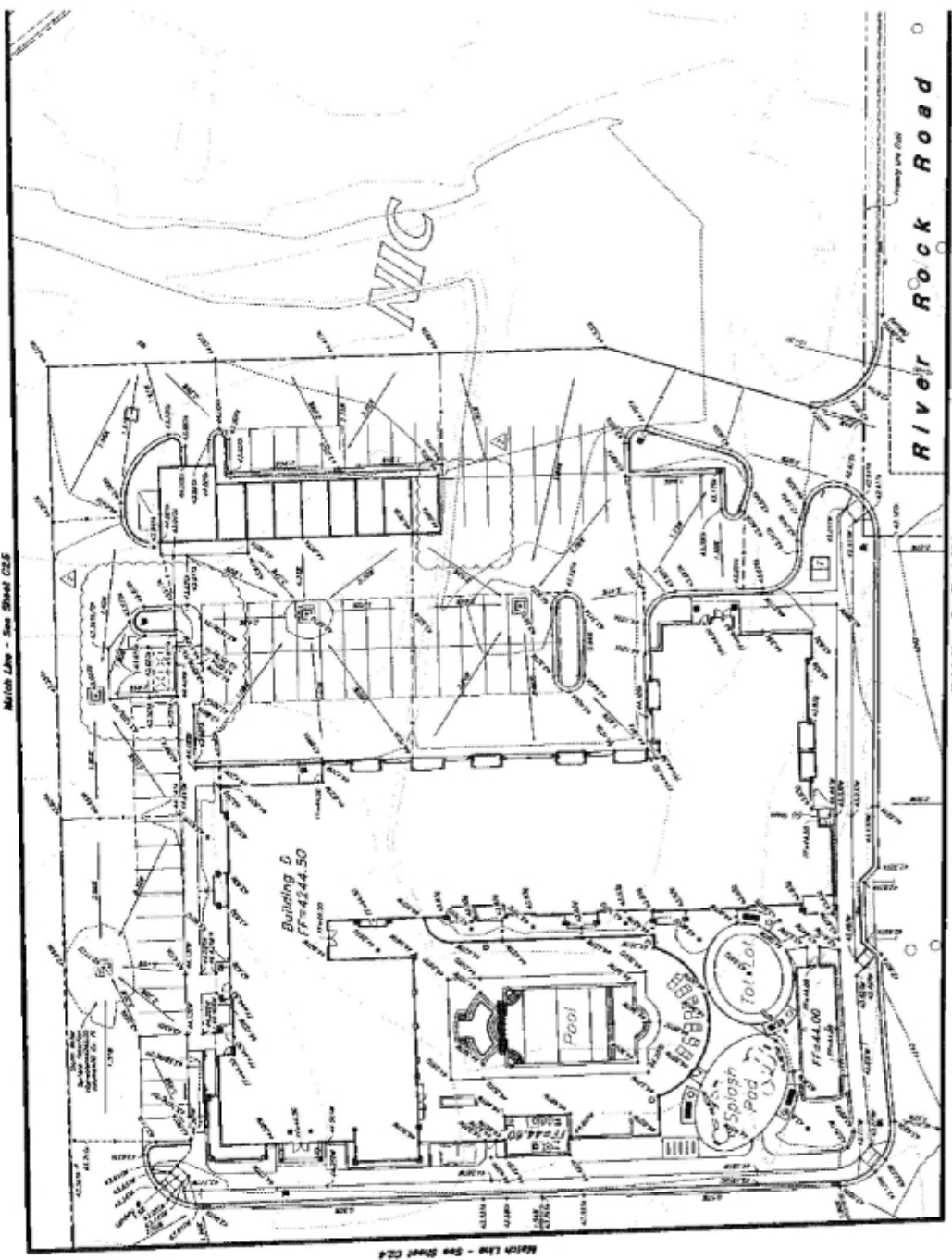
NO.	DATE	DESCRIPTION
1	12/15/2018	ISSUED FOR PERMITS
2	01/10/2019	REVISED TO ADD NOTES
3	02/01/2019	REVISED TO ADD NOTES
4	03/01/2019	REVISED TO ADD NOTES
5	04/01/2019	REVISED TO ADD NOTES
6	05/01/2019	REVISED TO ADD NOTES
7	06/01/2019	REVISED TO ADD NOTES
8	07/01/2019	REVISED TO ADD NOTES
9	08/01/2019	REVISED TO ADD NOTES
10	09/01/2019	REVISED TO ADD NOTES
11	10/01/2019	REVISED TO ADD NOTES
12	11/01/2019	REVISED TO ADD NOTES

ANDERSON WAHLEN & ASSOCIATES
1720 WEST RIVER ROAD
FARMINGTON, UTAH 84202
801-733-1000
www.andersonwahlen.com

Grading Plan
Residences at Station Parkway
1720 WEST RIVER ROAD
FARMINGTON, UTAH 84202

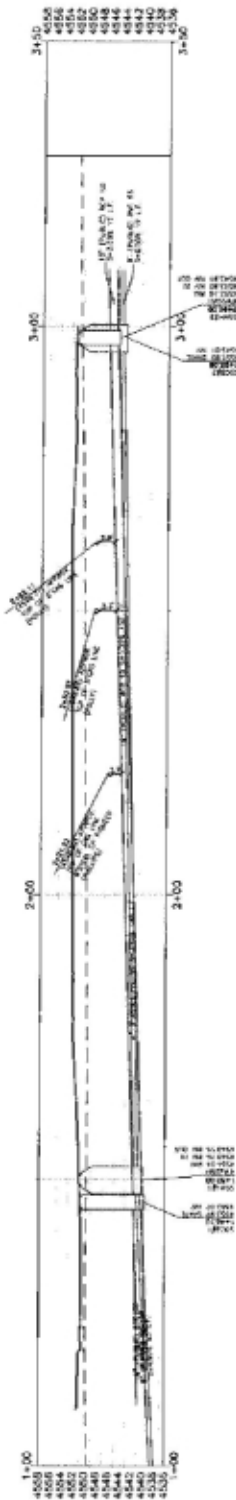
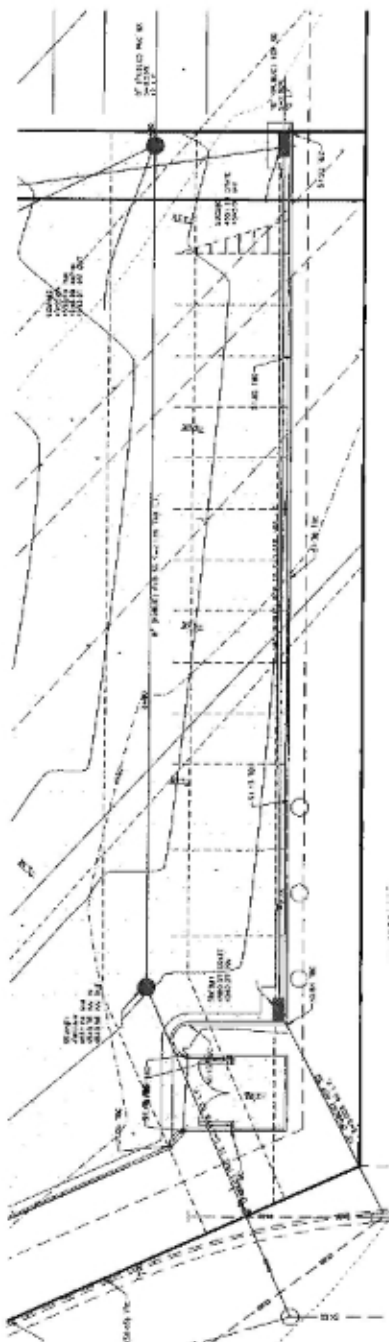


6 June, 2019
C2.2
APPROVED FOR CONSTRUCTION
BY: [Signature] P.E.
PROJECT CITY DESIGN





3326416
 BK 7657 PG 1085



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. ANYONE WHO VIOLATES THESE PLANS OR SPECIFICATIONS WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

EXHIBIT "B"

DESIGN GUIDELINES AND CONSTRUCTION GUIDELINES

Exhibit B



Phillips 66 Pipeline LLC

General Encroachment Guidelines for Property Developers and Land Owners near Phillips 66 Pipeline LLC's Pipelines and Facilities

Rev. 0 – Effective Date: 2011-01-25

3326416
BK 7657 PG 1088



General Encroachment Guidelines for Property Developers and
Land Owners near Phillips 66 Pipeline LLC's Pipelines and
Facilities
Rev. 0 – Effective Date: 2011-01-25

Official Document Location: Livelink 152364742

Document Management Information: ADM220 E+2Y



General Encroachment Guidelines for Design and Construction near Phillips 66 Pipeline LLC's Pipelines and Facilities

Document Summary

This document is intended to provide a general listing of design and construction guidelines to be provided to encroaching parties. By having the general design criteria required by Phillips 66 Pipeline LLC (Permitter), to ensure the safety of their pipelines and facilities, the encroaching party can better prepare for their designs near the pipeline and pipeline right-of-way (ROW). In addition to having the design guidelines, the construction policies allow for encroaching parties to be aware of the actual working restrictions on or near Permitter's ROW. The construction guidelines were written with the intent to be utilized on construction drawings, therefore providing details to the challenges of the work being performed near Permitter's pipeline ROW.

1.0 Design Guidelines-

Permitter constructs, repairs, operates and maintains its pipelines in compliance with current U.S. Department of Transportation (DOT) regulations and industry and Company standards for safe operations. Should Encroaching Party (Permittee) propose plans that infringe on Permitter's rights or affect Permitter's ability to meet these requirements, modifications to the pipelines or plans shall be made. **The cost of all such modifications shall be borne by the Permittee. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter's right-of-way and/or affecting Permitter's pipelines:**

- 1.1. Permittee requesting Permitter to restrict the Right-of-Way (ROW) width will have a metes and bounds survey of the line completed across the land by a registered land surveyor at the Permittee's expense. The Permittee will provide proof of ownership of the property (i.e., warranty deed).
- 1.2. Uninhabited Buildings and Engineered Works: No buildings, engineering works, patios, in-ground swimming pools, septic systems, or other permanent structures shall be permitted within 25 feet of any pipeline located within Permitter's ROW. No temporary structures, storage containers, construction equipment or vehicle parking will be permitted within 25 feet of any pipeline located within Permitter's ROW, without Permitter's prior written approval. Retaining walls are not permitted. This includes all water retention devices. Large debris such as old cars, trailers, scrap metal, etc., will not be permitted on the ROW. The ROW shall be kept clear for maintenance.
- 1.3. Inhabited Structures: All private dwellings, industrial buildings, or places of public assembly shall comply with a building setback of 50 feet from the pipeline(s), and this setback requirement will be included as a deed and or plat restriction on any parcel carved out of the above referenced lands that abut the ROW. For easements containing multiple Permitter pipelines, this would be a strip extending 50 feet each side of Permitter's outermost pipelines.
- 1.4. A greenbelt area will be established around the pipelines in the platting of any new residential or commercial subdivision subject to Permitter's easement. The width of the greenbelt should either be the width of Permitter' easement or, in the case of a blanket easement, extend 25 feet each side of a single Permitter pipeline or 25 feet each side of Permitter's outermost pipelines in the case of multiple Permitter pipelines. The purpose of a platted greenbelt in any new proposed development is to provide that no lot lines or fences cross into the ROW.



Phillips 66
Pipeline LLC

**General Encroachment Guidelines for Property Developers and
Land Owners near Phillips 66 Pipeline LLC's Pipelines and
Facilities**

Rev. 0 – Effective Date: 2011-01-25

- 1.5. No fences will be allowed on the ROW without Permittor's prior written approval. Fences shall be easily removable and not obstruct the view of the ROW for inspection purposes. No masonry, brick, or stone fences will be allowed. Fences that are perpendicular to the pipeline(s) shall include a gate or other form of access across the width of the ROW. Fence posts shall not be placed within 4 feet of the pipeline(s). Fences that are parallel to the pipeline(s) shall be located at least 10 feet from the nearest pipeline(s), or 25 feet if located on both sides of the line.
- 1.6. No utility poles shall be allowed to cross the ROW if they interfere with future maintenance. Utility poles, guy wires, or anchors shall not be placed within 8 feet of the pipeline(s). Utility poles running parallel to the pipeline(s) shall be located at least 25 feet from the nearest pipeline(s). All overhead cables shall maintain a minimum height of 20 feet above grade.
- 1.7. Trees or deep-rooted plants are not permitted on the ROW. Existing trees and vegetation may be removed or side trimmed by Permittor in its sole discretion.
- 1.8. For new roads running parallel to Permittor's pipeline(s), there shall be at least 25 feet from the edge of the road to the nearest pipeline. All roads passing over Permittor's pipeline(s) shall cross at an angle as close to 90 degrees as possible. Depth of cover shall be at least 48 inches in the barrow ditches and 48 inches under road surfaces from top of pipe to top of surface. Final grade and depth of pipeline shall be surveyed in sensitive areas and results provided to Permittor and Permittee involved with the construction/modification. In addition, it may be necessary to lower and recondition, replace, relocate, or protect the pipeline(s) at the point of crossing to insure that they are not subjected to excessive stress from movement of traffic. Any such modification to the pipeline(s) shall be made at Permittee's expense.
- 1.9. Construction of parking lots over the pipeline(s) shall not be permitted without Permittor's prior written approval in an Encroachment Agreement releasing Permittor from any and all future damages to the parking lot due to pipeline maintenance and repair. Depth of cover shall be at least 48 inches from top of pipe to top of finished surface. Concrete parking lots shall have jointed sections at no more than 20-foot intervals for ease of repair.
- 1.10. If the project includes over-excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permittor and the Permittee.
- 1.11. Any utilities that parallel Permittor's pipeline(s) shall maintain a minimum separation distance of 25 feet from the utility's outside wall to the outside wall of Permittor's pipeline(s). All utilities that cross Permittor's pipeline(s) shall pass underneath existing pipeline(s) by a minimum of 18 inches and the crossing shall be as close to 90 degrees as possible and adequately marked on both sides of such pipeline(s). The markers shall be maintained by Permittee in the future. Any future relocation of the utility line due to Permittor's pipeline maintenance shall be done at the Permittee's expense. Any exceptions to these requirements shall not be allowed without Permittor's prior written approval.
- 1.12. Telephone cables, TV cables, secondary electrical lines (240vac or less), and non-steel gas lines shall be in a minimum Schedule 40 steel or PVC casing. Primary (high voltage) underground electrical lines shall be in a minimum Schedule 40 PVC casing and have a minimum clearance of 24 inches underneath Permittor's pipeline(s). Trenched or open cut crossings shall also be covered with a red concrete slab a minimum of 4 inches thick and 24 inches wide for a distance of 10 feet on both sides of the pipeline(s). Any bored or



General Encroachment Guidelines for Property Developers and
Land Owners near Phillips 66 Pipeline LLC's Pipelines and
Facilities
Rev. 0 – Effective Date: 2011-01-25

directionally drilled high voltage line shall have a metallic tape tracer installed inside the casing for ease of locating the high voltage line.

- 1.13. If any of Permittee's lines that cross or run parallel to Permitter's pipeline(s) are installed and constructed of a material requiring cathodic protection, an interference survey shall be made by Permitter and Permitter shall determine what necessary steps shall be taken to prevent the damage of either line. The survey shall be done at Permitter's expense. Any measures required to address interference issues as a result of the installation of the Permittee's lines shall be done at Permittee's expense.
- 1.14. Grade or elevation changes may not be made without Permitter's prior written approval. Changes in grade for the purpose of water retention shall not be approved.
- 1.15. Permittee shall maintain a minimum of 48 inches of soil cover over Permitter's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permitter's prior written approval. The method of achieving the required depth of cover shall be at Permitter's sole discretion.
- 1.16. The Permitter retains the right to adequately mark the Permitter's pipelines with permanent line markers to insure public safety and the future safe operation of the lines. DOT Regulations state that any person who willfully and knowingly defaces, damages, removes, or destroys any pipeline sign or right-of-way marker shall be subject to a fine, imprisonment, or both. **The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).** The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within the ROW.
- 1.17. The Permittee shall allow no material or equipment to be used in the construction of the Encroachment that would hinder or impair Permitter's ability to safely maintain and operate Permitter's pipeline(s). Temporary construction roads or crossings over Permitter's pipelines must be approved in advance in writing by Permitter. Permittee shall provide additional cover and/or stabilization to specifications determined by Permitter prior to commencement of traffic across pipelines.
- 1.18. Permittee shall not allow the Encroachment to create an erosion problem along the ROW, and should such an erosion problem arise then Permittee, at Permittee's sole cost and expense, shall immediately correct the problem.
- 1.19. Permittee will incorporate Permitter's Design Guidelines contained herein into any of Permittee's design and construction drawings issued "For Bid" purposes. All plan drawings issued either "For Bid" or "For Construction" will display the following statement on the drawings in areas around Permitter's pipeline(s):

WARNING: High Pressure Pipeline(s)

No Excavation or Construction in this area without ONE-CALL
and without contacting Phillips 66 Pipeline LLC at (303) 376-4376



2.0 Construction Guidelines -

(If applicable, provide the following in any construction drawing notes)

For planning purposes please notify Phillips 66 Pipeline LLC ("Permitter"), for line marking, depth probing, and prior to start of any construction activities in the pipeline right-of-way. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permitter's right-of-way and/or affecting Permitter's pipelines:

- 2.1. The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).
- 2.2. Permittee shall conduct their activities in compliance with Permitter's Design Guidelines as well as any applicable encroachment agreement in place with Permittee and or the terms of the Construction Guidelines contained herein.
- 2.3. The continued integrity of Permitter's pipelines and the safety of all individuals in the area of proposed work near Permitter's Facilities are of the utmost importance. Therefore, Permittee shall meet with Permitter representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. Permitter's on-site representative shall require discontinuation of any work that, in their opinion, endangers the operation or safety of personnel, pipelines, or facilities.
- 2.4. The use of probing rods for pipeline locating shall be performed by Permitter representatives only to ensure no damage to the pipeline coating. If additional work besides probing is necessary to locate the pipeline, this shall be done at the Permittee's expense under Permitter supervision.
- 2.5. Notification shall be given to Permitter at least 72 hours before start of construction. A schedule of activities for the duration of the project shall be made available at that time to facilitate the scheduling of Permitter's work site representative. Any Permittee schedule changes shall be provided to Permitter immediately.
- 2.6. Permittee shall not commence work within twenty-five (25) feet of a Permitter pipeline or aboveground appurtenance without a Permitter representative being on site (unless otherwise agreed to by Permitter). The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within this distance. Depending on size and scope of the work, a Permitter inspector may be an additional cost to the Permittee.
- 2.7. Heavy-wheeled equipment over 10,000 lbs or tracked equipment over 60,000 lbs working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc) shall not be allowed to operate directly over Permitter pipelines or in Permitter ROW unless written approval is obtained from Permitter. Heavy-wheeled equipment shall only be allowed to cross Permitter pipelines at locations designated by Permitter. The Permittee shall comply with all precautionary measures required by Permitter to protect its pipelines. When inclement weather exists, provision shall be made to compensate for soil displacement due to subsidence of tires.



Phillips 66
Pipeline LLC

General Encroachment Guidelines for Property Developers and
Land Owners near Phillips 66 Pipeline LLC's Pipelines and
Facilities

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- 2.8. Prior to each excavation, an authorized Permittee representative shall evaluate the proposed excavation to determine if a risk assessment is required. Maps, drawings, and/or records shall be readily available during the assessment and excavations.
- 2.9. During Installation of underground pipelines or facilities with drilling or boring technology, an authorized Permittee representative shall have the right to evaluate and approve the drilling plan. For crossings, excavate an observation hole parallel to and **approximately 5 ft on one or both sides** of Permittee's pipeline(s) extending **at least 1 ft below the pipeline or bore, whichever is shallowest**. The observation hole(s) are to be monitored during both the pilot bore and back reaming.
- 2.10. Excavation or grading that might result in erosion or that could render the ROW inaccessible shall not be permitted unless the Permittee agrees to restore the area to its original condition and provide protection to Permittee's facility.
- 2.11. Permittee will remove cutting teeth from excavation equipment bucket when within 10 feet of Permittee's pipeline(s). Mechanical excavation will cease, and only hand excavation shall be permitted, within 18 inches of a crude oil or product pipeline and within 24 inches of a line containing Highly Volatile Liquids (HVL). Excavation will not be allowed to continue until the Permittee's pipeline, valves, and/or fittings top and sides are visible to the spotter. However, proceed with extreme caution when within three (3) feet of the pipe.
- 2.12. Permittee shall maintain a minimum of 48 inches of soil cover over Permittee's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permittee's prior written approval. The method of achieving the required depth of cover shall be at Permittee's sole discretion. Projects/modifications may include over excavating to achieve the final grade. **If the project includes over excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permittee and the Permittee.**
- 2.13. Temporary support of any exposed Permittee pipeline by Permittee may be necessary if required by Permittee on-site representative to complete construction of crossing. Depending on the size and the amount of exposed Permittee pipeline, additional pipeline support may be necessary to protect the pipeline from stresses that may be caused by the settling of the soil and pipeline after excavation. Consult a Permittee representative prior to the commencement of excavation for further details as to what may be required.
- 2.14. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of Permittee's pipeline without Permittee written approval. A vibration analysis will need to be conducted to ensure no potential damage to the pipeline. Work shall only resume with written approval from the Permittee.
- 2.15. No blasting shall be allowed within 1320 feet of Permittee's facilities without Permittee written approval. Notification of blasting shall be given to Permittee including a complete blasting plan. A pre-blast meeting shall be conducted by the organization responsible for blasting. Permittee shall have a signed and executed blasting indemnification agreement before authorized permission to blast can be given. A written emergency plan shall be provided by the organization responsible for blasting.