



\*W2590546\*

**WHEN RECORDED, RETURN TO:**

Chevron Pipe Line Company

ATTN: LAND DEPT.

2675 S. DECKER LAKE DR #150

SLC, UT 84119

EH 2590546 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
14-AUG-12 203 PM FEE \$20.00 DEP TDT  
REC FOR: CHEVRON PIPELINE CO

Affects Parcel No. 15-063-0021

**LINE CROSSING AGREEMENT**

**KNOWN BY ALL MEN BY THESE PRESENTS:**

WHEREAS, CHEVRON PIPE LINE COMPANY, a Delaware corporation, ("CPL"), is the successor-in-interest to a Right-of-Way easement granted on August 2, 1949 and recorded on August 16, 1949, as Entry No. 155889 in Book 318 of Records at page 425 Records of Weber County, Utah ("Right-of-Way"), crossing over the land in a portion of the NE ¼ of Sec. 25 and SE ¼ of Sec. 24 T. 6 N., R. 2 W, Salt Lake Base and Meridian, Weber County, Utah, which land is more particularly described on the attached Exhibit A and by reference incorporated herein; and;

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

WHEREAS, MOUNTAIN STATES MANAGEMENT, LLC, a Utah limited liability company, is the successor-in-interest to the grantors of the Right-of-Way as owner of land burdened by the Right-of-Way (Mountain States Management, LLC or its successors in the ownership of the burdened land are referred to as the "Owner"); and

WHEREAS, Owner has constructed a warehouse building (hereinafter "Improvement") that encroaches upon the Right-of-Way area; and

NOW, THEREFORE, notwithstanding any of the provisions contained in said Right-of-Way which prohibits such construction, CPL hereby consents and agrees to the continued use of the Improvement, 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 continue the use and functionality of the Improvement erected within the Right-of-Way. Owner shall not erect, construct or create any additional building, house, improvement, structure, or obstruction of any kind within the Right-of-Way. 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, lessees, contractors or subcontractors in connection with the operation or maintenance or from the continued existence of such Improvement, but these obligations shall not apply to the gross negligence or wrongful conduct of CPL. CPL only consents to the herein described Improvement shown in Exhibit B.
2. If CPL deems it necessary to remove any portion of the Improvement 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 Improvement and CPL shall not be responsible or liable to Owner for any damage caused to the Improvement. 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 or its lessee's commercial operations on and 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, lessees, 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 Improvement in or upon the Right-of-Way, excluding such instances where the damages, costs, losses, claims or damages or liability are the result of CPL's gross negligence or wrongful conduct.

4. Owner shall pay all expenses required to mitigate any cathodic protection interference caused by any of its Improvement. 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 such 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. 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.
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 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.
8. Owner agrees to give CPL reasonable notice of any loads or vehicles crossing over the pipeline which exceed the Utah Department of Transportation's legal limit of a Gross Vehicle Weight of over 80,000 lbs. All reasonable attempts should be made by Owner or its lessees to use other entrances or passageways off of the Right-of-Way to avoid loading in excess of the Utah Department of Transportation's legal limits.

Executed this 7<sup>th</sup> day of August, 2012.

CHEVRON PIPE LINE COMPANY

By: James R. Hutchins

Its: LAND TENURE LEAD

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

BEFORE ME, the undersigned authority on the 7th day of August, 2012, personally appeared James R. Hutchins, to me known to be the LAND TENURE LEAD for CHEVRON PIPE LINE COMPANY, the Delaware 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.

Robert Milo Greer  
Notary Public



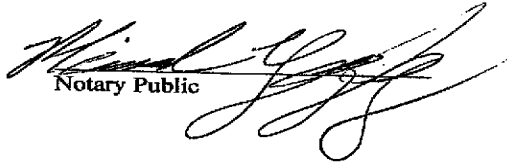
MOUNTAIN STATES MANAGEMENT, LLC

By: Dana Baur

Title: Authorized Manager

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss:

On the 29<sup>th</sup> day of June, 2012, personally appeared before me Michael Youngberg who duly acknowledged to me that he executed the foregoing Line Crossing Agreement as the Authorized Manager of Mountain States Management, LLC, a Utah limited liability company.

  
Notary Public


 MICHAEL STEVEN YOUNGBERG  
NOTARY PUBLIC  
STATE OF UTAH  
COMMISSION #581506  
My Commission Expires Jan. 21, 2011

EXHIBIT A

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SAID SECTION 24, AND RUNNING THENCE WEST 3.25 CHAINS, THENCE NORTH 4.5 CHAINS, THENCE WEST 363 FEET, THENCE NORTH TO OLD BANK OF WEBER RIVER, THENCE FOLLOWING UP SAID OLD BANK OF WEBER RIVER IN AN EASTERLY DIRECTION TO EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 24, THENCE SOUTH ALONG SECTION LINE TO BEGINNING.

15-063-0021

EXHIBIT B

