



W2643021

WHEN RECORDED RETURN TO:

Jones Waldo Holbrook & McDonough
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101
Attention: Paul M. Harman

E# 2643021 PG 1 OF 14
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
27-Jun-13 02:18 PM FEE \$37.00 DEP SC
REC FOR: FIRST AMERICAN TITLE INSURANCE CO
ELECTRONICALLY RECORDED

Parcel Nos: 140310023 and 140310024

Space above for County Recorder's Use

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT (the "Agreement") is made effective the 19th day of June, 2013, by and among CHEVRON USA, INC., a Pennsylvania corporation, as successor in interest to California Oil Company, a California corporation ("Chevron"), and TESORO LOGISTICS NORTHWEST PIPELINE LLC, a Delaware limited liability company ("Tesoro") (Grantor and Grantee are sometimes referred to herein collectively as the "Parties" and individually as a "Party"), with reference to the following:

WHEREAS, Chevron is the owner of that certain tract of land located near the City of Ogden, in Weber County, Utah and more particularly described on Schedule I attached hereto (the "Chevron Tract"); and

WHEREAS, Tesoro is under contract to acquire from Chevron Pipe Line Company, a Delaware corporation, that certain tract of land located in Weber County, Utah, adjacent to the Chevron Tract and more particularly described on Schedule II attached hereto (the "Tesoro Tract"); and

WHEREAS, Salt Lake Pipe Line Company, a predecessor in interest to Tesoro, and Standard Oil Company of California, a predecessor in interest to Chevron, entered into the unrecorded Grants of Easements dated June 21, 1954 (the "1954 Easement Agreement") the original of which is attached as Exhibit C; and

WHEREAS, the Parties desire to provide for and/or reconfirm certain easements across the Chevron Tract and the Tesoro Tract including certain easements granted in the 1954 Easement Agreement, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easements Generally. The following grant of easements shall bind and benefit not only the Parties but their successors and assigns in interest to the Chevron Tract and the Tesoro Tract. The easements granted herein are appurtenant, non-exclusive, irrevocable and perpetual. The easements granted herein shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the owner of the Chevron Tract and the owner of the Tesoro Tract. The easements granted in the 1954 Easement Agreement which are reconfirmed by this Agreement shall continue to be binding upon and inure to the benefit of the

successors and assigns of the owner of the Chevron Tract and the owner of the Tesoro Tract to the extent set forth below and are modified as set forth below. For purposes of these easements, the term "**Permittees**" shall mean and include collectively: an owner or tenant or occupant of the Chevron Tract or Tesoro Tract, and their officers, directors, employees, agents, contractors and invitees. All exhibits attached to this Agreement are hereby incorporated herein by this reference.

2. Grant of Road Right of Way Easement to Tesoro. Chevron hereby reconfirms the grant of an easement for roadway right of way purposes set forth in the 1954 Easement Agreement for the benefit of the Tesoro Tract and for vehicular and pedestrian access, ingress and egress by the owner of the Tesoro Tract and its Permittees, to be used jointly with Chevron, and further grants to Tesoro the right to repair, replace and/or remove roadway improvements (the "**Roadway Right of Way**"), which roadway extends across that portion of the Chevron Tract described as the "**Access and Utility Easement**" on Exhibit A attached hereto and shown as "**Access Easement**" on the site plan attached hereto as Exhibit B ("**Site Plan**"). The owner of the Tesoro Tract shall be responsible, at its sole cost, for maintaining the Roadway Right of Way. Except for temporary closures due to maintenance and repair, there shall be no closures of the Roadway Right of Way and no barriers or obstructions placed within the Roadway Right of Way so that access from the Tesoro Tract to the existing crossing over the Union Pacific Right of Way remains unobstructed. The parties may mutually agree to secure the Roadway Right of Way with a gated access provided that such gate is open during business hours and provided that both Parties are provided the means to open the gate after hours.

3. Grant of Water Line Easement to Tesoro. Chevron hereby reconfirms the grant of an easement for construction, operation and maintenance of underground water lines set forth in the 1954 Easement Agreement and further grants to Tesoro the right to repair, replace and/or remove such water lines, which water lines lead from the Odgen City water main (shown within the Pennsylvania Avenue right of way on the Site Plan) to the north property line of the Tesoro Tract and are located partially within the Access and Utility Easement and partially from the water main as shown on the survey attached hereto as Exhibit D (the "**Survey**"). to the Roadway Right of Way. The owner of the Tesoro Tract shall be responsible, at its sole cost, for maintaining those water lines installed or operated within the easement area pursuant to the 1954 Easement Agreement and pursuant to this Agreement.

4. Grant of Electrical Conduit Easement to Tesoro. Chevron hereby reconfirms the grant of an easement for construction, operation and maintenance of underground electrical conduits set forth in the 1954 Easement Agreement and further grants to Tesoro the right to repair, replace and/or remove such electrical conduits, which conduits run from the motor control center (or the location where the motor control center was previously located) on the Chevron Tract to the east property line of the Tesoro Tract as shown in the 1954 Easement Agreement. The owner of the Tesoro Tract shall be responsible, at its sole cost, for maintaining the electrical conduits installed or operated within the easement area pursuant to the 1954 Easement Agreement and pursuant to this Agreement.

5. Grant of Easement for Fence. Chevron hereby reconfirms the grant of an easement for construction, operation and maintenance of a fence set forth in the 1954 Easement Agreement

and further grants to Tesoro the right to repair, replace and/or remove such fence located on the Chevron Tract, which fence is that portion of the fence shown on the Survey which is identified as the Pipeline Fence in the 1954 Easement Agreement. The owner of the Tesoro Tract shall be responsible, at its sole cost, for maintaining the fence installed or maintained within the easement area pursuant to the 1954 Easement Agreement and pursuant to this Agreement.

6. Grant of Water Line Easement to Chevron. Tesoro hereby reconfirms the grant of an easement for construction, operation and maintenance of underground water lines set forth in the 1954 Easement Agreement and further grants to Chevron the right to repair, replace and/or remove such water lines, which water lines cross the Tesoro Tract in the location shown in the 1954 Easement Agreement. The owner of the Chevron Tract shall be responsible, at its sole cost, for maintaining those water lines installed or operated within the easement area pursuant to the 1954 Easement Agreement and pursuant to this Agreement.

7. Grant of Electrical Conduit Easement to Chevron. Chevron hereby reconfirms the grant of an easement for construction, operation and maintenance of underground electrical conduits set forth in the 1954 Easement Agreement and further grants to Tesoro the right to repair, replace and/or remove such electrical conduits, which conduits run from the motor control center (or the location where the motor control center was previously located) on the Chevron Tract to the east property line of the Tesoro Tract, as shown on the 1954 Easement Agreement. The owner of the Tesoro Tract shall be responsible, at its sole cost, for maintaining the electrical conduits installed or operated within the easement area pursuant to the 1954 Easement Agreement and pursuant to this Agreement.

8. Miscellaneous.

A. Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

B. Governing Law. This Agreement is governed by the laws of the State of Utah.

C. Entire Agreement. This Agreement may not be amended unless the owners of both the Chevron Tract and the Tesoro Tract each execute a written agreement.

D. Attorneys' Fees. In the event of a breach hereof, the non-prevailing owner shall pay the reasonable attorneys' fees and costs (and the reasonable attorneys' fees and costs on appeal) of the prevailing owner.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Signatures and Notaries to Follow

IN WITNESS WHEREOF, authorized representatives of the parties have executed this instrument as of the 12th day of June, 2013, but not effective until the 19th day of June, 2013.

CHEVRON U.S.A. INC., a Pennsylvania corporation

By: *Frank G. Soler*
Printed Name: Frank G. Soler *RMc*
Title: *Assistant Secretary*

STATE OF CALIFORNIA §
 §
COUNTY OF CONTRA COSTA §

On June 12, 2013 before me, *Scott Banks*, Notary Public, personally appeared *Frank G. Soler*, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Scott Banks*

(Seal)



TESORO LOGISTICS NORTHWEST PIPELINE LLC,
a Delaware limited liability company

By: *Rick D. Weyen*
Printed Name: Rick D. Weyen
Title: Vice President, Operations

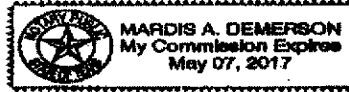
PH

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 13th day of June, 2013, before me, the undersigned notary public in and for the State of Texas, personally appeared Rick D. Weyen, to me personally known, who being by me duly sworn, did say that he is the Authorized Officer for Tesoro Logistics Northwest Pipeline LLC, a Delaware limited liability company, that the instrument was signed on behalf of the company by authority of its Members, and that Rick D. Weyen acknowledged the instrument to be the free act and deed of said company.

Mardis G. Demerson
Notary Public in and for the State of Texas

My Commission Expires:
5-7-17



Schedule I
Legal Description of the Chevron Tract

That certain parcel of land in the County of Weber, State of Utah, described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1053.36 FEET EAST AND 174.5 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE EAST 330 FEET, THENCE NORTH 00° 04' EAST 813.32 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THE STATE HIGHWAY, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT NORTH OF BEGINNING, THENCE SOUTH TO THE PLACE OF BEGINNING.

EXCEPT THEREFORM 0.27 ACRES CONVEYED TO SALT LAKE PIPE LINE COMPANY BY DEED RECORDED SEPTEMBER 12, 1953 IN BOOK 425 at PAGE 600.

APN: 140310024 /

Schedule II
Legal Description of Tesoro Tract

That certain parcel of land in the County of Weber, State of Utah, described as follows:

A portion of the Southwest Quarter of Section 30, Township 6 North, Range 1 West, S.L.B.&M.

Beginning at a point 528 feet North and 1224.03 feet East of the Southwest corner of said Section 30; thence North 17° 54' 30" West 89.43 feet; thence West 121.8 feet; thence South 85.1 feet; thence East 149.3 feet to the point of beginning, and containing 0.26 acre, more or less.

Being the same property conveyed by Standard Oil Company of California to Salt Lake Pipe Line Company by deed recorded September 12, 1953 in Book 425 at page 600 Official Records of Weber County, UT.

APN: 140310023 ✓

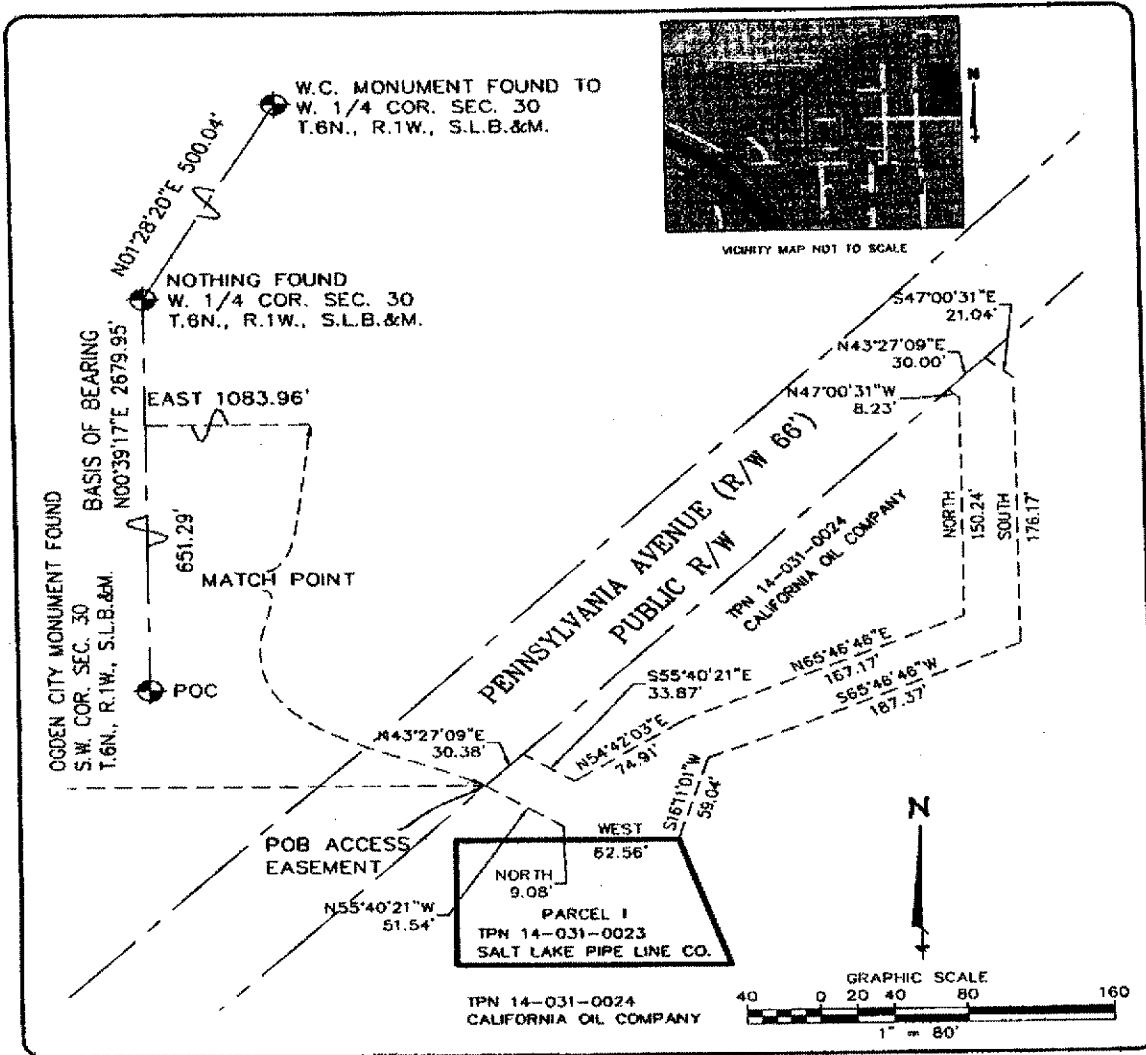
EXHIBIT A
DESCRIPTION
FOR
ACCESS AND UTILITY EASEMENT

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, OGDEN CITY, WEBER COUNTY, UTAH AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00°39'17" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, 651.29 FEET; THENCE DEPARTING SAID WEST LINE EAST, 1083.96 FEET TO A POINT, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF PENNSYLVANIA AVENUE AND ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 43°27'09" EAST, ALONG SAID SOUTHEASTERLY LINE, 30.38 FEET; THENCE SOUTH 55°40'21" EAST, 33.87 FEET; THENCE NORTH 54°42'03" EAST, 74.91 FEET; THENCE NORTH 65°46'46" EAST, 167.17 FEET; THENCE NORTH, 150.24 FEET; THENCE NORTH 47°00'31" WEST, 8.23 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF PENNSYLVANIA AVENUE; THENCE NORTH 43°27'09" EAST, ALONG SAID SOUTHEASTERLY LINE, 30.00 FEET; THENCE SOUTH 47°00'31" EAST, 21.04 FEET; THENCE SOUTH, 176.17 FEET; THENCE SOUTH 65°46'46" WEST, 187.37 FEET; THENCE SOUTH 16°11'01" WEST, 59.04 TO THE NORTHEAST CORNER OF THE SALT LAKE PIPE LINE CO. PROPERTY; THENCE WEST, ALONG THE NORTHERLY LINE OF SAID SALT LAKE PIPE LINE CO. PROPERTY, 62.53 FEET; THENCE NORTH, 9.08 FEET; THENCE NORTH 55°40'21" WEST, 51.54 FEET TO THE POINT OF BEGINNING.

ACCESS AND UTILITY EASEMENT CONTAINS 0.376 ACRES OR 16,377 SQUARE FEET MORE OR LESS.

14-031-0024



Burd & Associates L.L.C.
 Engineers & Land Surveyors
 505 South Main Street,
 Bountiful, Utah 84010
 Phone (801)-292-0400
 Fax (801)-292-8216

**EXHIBIT B FOR
 ACCESS/UTILITY EASEMENT**
 OGDEN 06-06-13 723-46

Exhibit C
Original of 1954 Agreement

GRANTS OF EASEMENTS

THIS INSTRUMENT, made this 21st day of June, 1954, between SALT LAKE PIPE LINE COMPANY, a corporation, herein called Pipe Line, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, herein called Standard, WITNESSETH:

Pipe Line and Standard each own premises at Ogden, Weber County, Utah, in Section 30, Township 6 North, Range 1 West, Salt Lake Meridian. In connection with their individual ownerships each requires easements over or in the lands of the other. These easements are delineated upon the print attached hereto and by reference made a part of this agreement.

For the purpose of establishing such easements and defining their nature and extent these grants are made.

Pipe Line grants to Standard:

(a) An easement in and over Pipe Line's premises for construction, maintenance and operation of Standard's products lines leading from Pipe Line's Distribution Facilities Building manifold area to Pipe Line's south property line designated as (a) on the attached print and an easement for Standard's Southern Pacific Diesel fuel line leading from said manifold area to Pipe Line's north property line, designated as (b) upon the attached print. These easements are shaded light blue upon said print.

(b) An easement in and over Pipe Line's premises for construction, operation and maintenance of Standard's underground water line, shaded blue and designated as (c) upon the attached print.

(c) An easement for the construction, operation and maintenance of Standard's underground electrical conduit on Pipe Line's premises leading from Pipe Line's lighting panel in its Distribution Facilities Building to Pipe Line's south property line, shaded blue and designated as (e) upon the attached print.

Standard grants to Pipe Line:

(d) An easement for the construction, operation and maintenance of Pipe Line's underground water line on Standard's premises leading from an Ogden City water main to Pipe Line's north property line, shaded red and designated as (f) upon the attached print.

(e) An easement for the construction, operation and maintenance of Pipe Line's underground electrical conduits on Standard's premises leading from Standard's motor control center to Pipe Line's easterly property line, shaded red and designated as (g) upon the attached print.

(f) An easement over Standard's premises for roadway right of way purposes, to be used jointly with Standard, within and over the area shaded light red and designated as (d) upon the attached print, said area to be surfaced and maintained by Pipe Line.

(g) An easement in and over Standard's premises for construction and maintenance of Pipe Line's fence, shaded red and designated as (h) upon the attached print.

This agreement supersedes that certain Agreement dated the 13th day of October, 1952 between the parties herein.

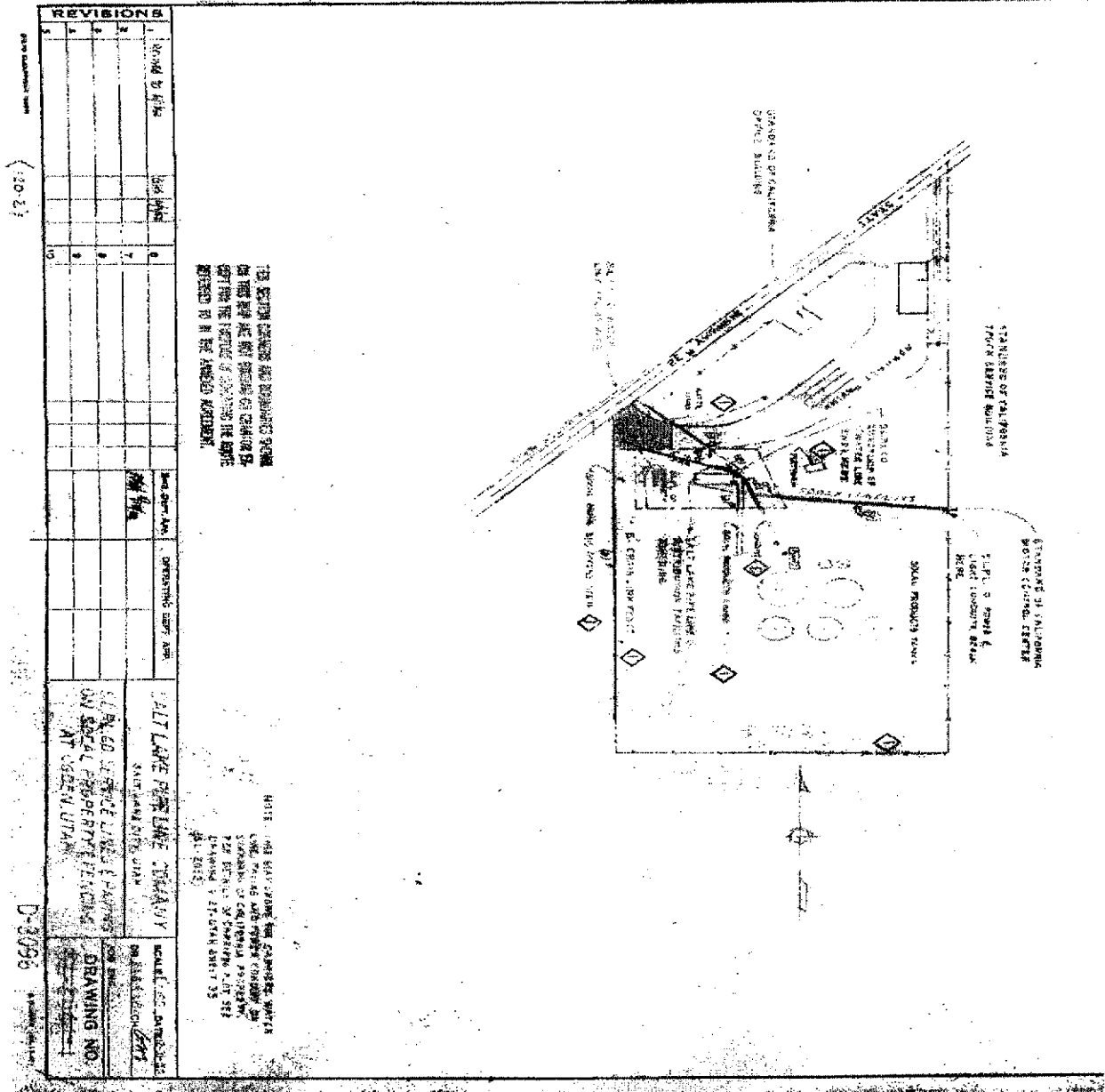
WITNESS the hands of the parties the day and year first above written.

SALT LAKE PIPE LINE COMPANY,

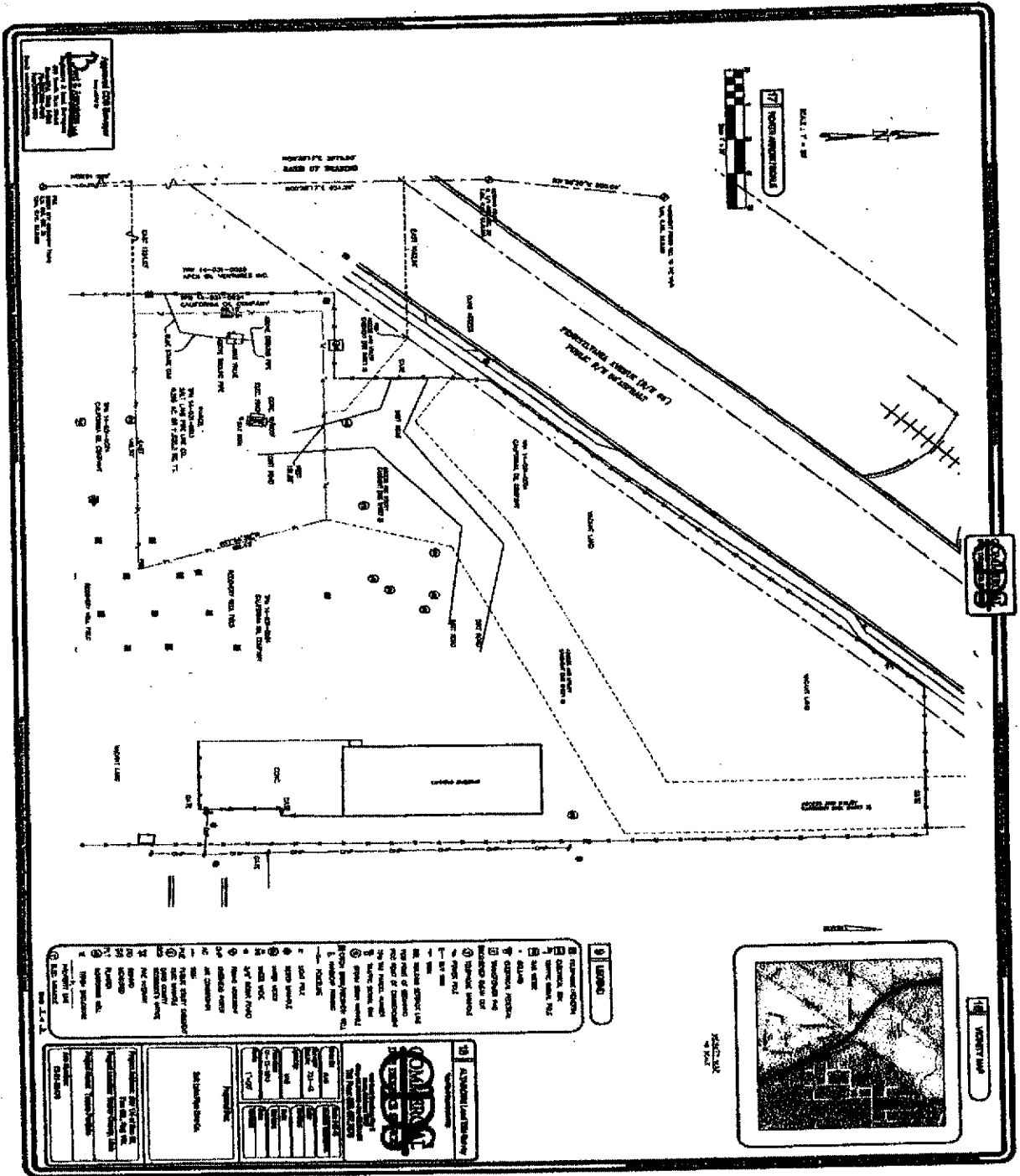
[Signature]
Its _____

STANDARD OIL COMPANY OF CALIFORNIA,

By *[Signature]*
Its _____ MANAGER



**Exhibit D
Survey**

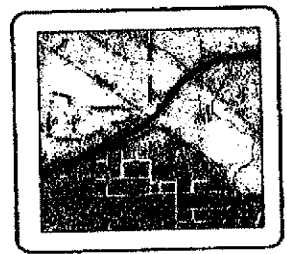


GENERAL NOTES
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PROTECTIVE COVER (M100) TYPICAL OF BARRICADE

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GENERAL INFORMATION	
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DATE	1971-11-14
SCALE	1:500
DESIGNER	
NAME	...
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CHECKER	
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GENERAL NOTES