



HOLLY ENERGY PARTNERS

ENCROACHMENT PERMIT				
ENCROACHMENT LOCATION				
SECTION 1	PM	LINE LIST NO UNEV PIPELINE	LATITUDE 39 644353	PIPE DIAMETER 12"
TOWNSHIP NEPIII	COUNTY JUAB	ALIGNMENT SHEET NO 45	LONGITUDE 112 301573	LENGTH 50'
RANGE	ST. UTAH	STATION NO. 6005+00.0"	ROW WIDTH 50'	MP. 113.8
ENCROACHMENT DESCRIPTION				
Installing 1 1/4" conduit with a 12 fiber cable within the 50' right of way. Construction equipment will be a 50 mini excavator with clean up and pipe shading done by hand.				

One Call number for your area is **811**

Holly Energy Partners hereby grants a permit to install, maintain and operate the above-referenced encroachment facilities ("Permitted Facility") on the above-referenced Company easement or other property ("the Property"). This permit is granted subject to the terms, requirements, and conditions shown below and strictly in accordance with the general requirements of the encroachment specifications shown on the following page(s).

**DAMAGE PREVENTION:** Permittee agrees that it shall not begin construction upon and along the Property until Permittee first provides Grantor with plans and specifications and until such plans and specifications have been approved by Grantor, which approval shall not be unreasonably withheld. Permittee further agrees to contact the following the statewide associations (One Call) within its area at least two working days prior to the commencement of construction on the property. Such construction shall be made only when a representative of Grantor is present at the time and place of construction. A representative of Grantor shall be available to be present at construction during standard construction hours. Reasonable instructions of such representative relating to the safety of the pipelines or other facilities of Grantor shall be followed by the Permittee, its agents and employees. Any damage done to Grantor's facilities incurred due to Permittee's failure to adhere to the state "CALL BEFORE YOU DIG" law, or incurred during construction of the Permitted Facility, shall be paid for or repaired at the expense of the Permittee.

Line crossings will be as close to ninety (90) degrees as possible to grantors pipeline(s) but not less than forty-five (45) degrees. Bores and directional drills installed within ten feet (10') of Grantors pipeline(s) and facilities require physical verification of pipeline location prior to the commencement of any work.

Permittee will not place light poles, fences, buildings, houses, barns, garages, patios, reinforced concrete slabs or large landscaping on Grantor's right of way.

Within 120 days of the completion of the encroachment across the Grantors right-of-way, Permittee will provide to HEP at 1602 West Main, Artesia, NM 88210, a reproducible as-built drawing of the crossing(s).

This Permit shall be revocable in the event of noncompliance of any terms, requirements, conditions, and specifications hereof upon written notice given to Permittee and/or owner of record.

**INDEMNIFICATION:** Permittee covenants and agrees to at all times protect, indemnify, hold harmless, and defend Grantor, its officers, agents or employees, from any liability or expense, including attorneys' fees, arising from claims asserted by any person or persons for personal injuries, death or property damage including but not limited to employees of the Permittee or its contractors, subcontractors or their employees, arising from or growing out of Permittee's actions or inactions (or the actions of any of its contractors) in connection with the construction, existence, maintenance, operation or removal of the Permitted Facility.

**ENVIRONMENTAL AND SAFETY LAWS:** Permittee shall comply with all federal, state, and local laws, rules and regulations, agency policies, guidance documents or common law including, but not limited to, those related to safety or pollution or protection of the public health and the environment that govern the emission, discharge, release, manufacture, processing, distribution, use, treatment, handling, storage, disposal, or transportation of hazardous or non-hazardous substances, materials, pollutants, contaminants, chemicals, and/or waste.

**SELECT WHICH PIPE LINE ENCROACHMENT IS ON:**

Abilene Terminal & Trust Tie In (8-6)	LAC
Artesia Crude & Gathering	Lovington to Artesia ISO
Artesia Crude to Badluck 8"	Mountain Home
Barnsdall to Empire Lovington	Riley to Russell
Beeson to Artesia	River
Beeson to Badluck	Roadrunner
Beeson to Lovington	Roswell
Bloomfield	Russell to Hobbs
Cedar City	Russell to Lovington
El Paso South	Section 35 to Hobbs
El Paso West	Trust (6-8)
Empire	Trust (X-6)
Fintex	Tulsa
Four-Corners	Valley Gas
HEP Natural Gas Line	West Texas Crude Gathering
Hobbs Arco to Gains Station	Wood to Russell
Hobbs Crude Gathering	Woods Cross
Hobbs to Lovington	UNEV

**Permit Requested By:**

Name: I. Branch Cox C.E.O.  
Title

Company: CentraCom

Address: PO Box 7  
Mailing

Fairview UT 84629  
City State Zip

Phone Numbers: 435-469-1369 435-427-0648  
Cellular # Office #

HEP Representative: \_\_\_\_\_  
Phone

I acknowledge that I am authorized to execute this Encroachment Permit for the above stated entity and that I have carefully read the requirements, terms and conditions of this Permit. I also understand the provisions and prescribed penalties as provided under the laws regarding excavation.

Company: Holly Energy Partners

By: *Paul Smith*  
Grantor

Manager - Right of Way  
Title

August 9, 2016  
Date

By: *I. Branch Cox*  
Permittee

C.E.O.  
Title

June 29, 2016  
Date