

(Drafted by & when filed return to: Magellan Pipeline Company, L.P., Attn: Sherrie Guthrie, OTC-8, Tulsa, Oklahoma 74121-2186, 918/574-7350.)

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, whose address is P.O. Box 22186, Tulsa, Oklahoma, 74121-2186, (hereinafter called "**Magellan**"), and the **City of Columbia, Missouri**, a Municipal Corporation of the State of Missouri, whose mailing address is 701 E. Broadway, Columbia, MO 65205, its heirs, successors, assigns and grantees (hereinafter called "**City**").

WITNESSETH:

WHEREAS, **City** is the owner of record of Parcel ID# 1750300010010001 in the Northeast Quarter of Section 21, Township 48 North, Range 12 West and is planning to construct improvements to Vineyards Lake Park; and

WHEREAS, **Magellan** is the owner of certain pipelines, pipeline facilities and appurtenances (hereinafter referred to as the "**Magellan Facilities**") and easement rights therefor, (hereinafter referred to as the "**Easement**", whether or not rights were granted in one or more documents or acquired by operation of law. For purposes of this **Agreement** only, "**Magellan's Easement Tract**" shall be considered to be any area within Fifty (50) feet of any **Magellan Facilities**, unless a different right of way tract width is specifically described in the **Easement**, in which case such specified width shall define **Magellan's Easement Tract**. The land referenced in the **Easement** includes a portion of the Northeast Quarter of Section 21, Township 48 North, Range 12 West, Boone County, Missouri, pursuant to those certain instruments recorded in the records of said county and state and described as follows:

- 1) A Partial Release and Agreement between Texaco-Cities Service Pipe Line Company (Magellan's predecessor in title) and Gordon Toland and Margaret Told, husband and wife, and Klifton Altis, which established the pipeline right of way as a 60' strip, and was filed of record on the 24th day of March, 1965 in Book 345 at Page 245 of the Boone County Deed Records (thereby releasing the

document dated the 15th of January, 1929, filed in Book 184 at Page 636 in the Boone County Deed Records); and

- 2) A Conveyance and Assignment between Texaco-Cities Service Pipe Line Company and Williams Pipe Line Company, dated the 6th day of January, 1983, and filed for record on the 15th day of February, 1983 in Book 497 at Page 327 of the Boone County Deed Records; and
- 3) A Certificate of Merger between Williams Pipe Line Company, LLC and Magellan Pipeline Company, LLC filed for record on the 20th day of November, 2003 in Book 2395 at Page 80 as Instrument #2003046929 of the Boone County Deed Records; and
- 4) A Certificate of Conversion/Name Change from Magellan Pipeline Company, LLC to Magellan Pipeline Company, L.P. filed for record on the 29th day of October, 2004 in Book 2614 at Page 129 of the Boone County Deed Records; and

WHEREAS, for the purposes of this **Agreement** an “**Encroachment**” is defined as any use of the land within **Magellan’s Easement Tract** by someone other than **Magellan**, which could interfere with **Magellan’s Easement** rights or could create safety concerns related to **Magellan’s Facilities** as more fully described in **Magellan’s General Encroachment Requirements** as set forth in attached **Exhibit A** and incorporated herein by reference. **Magellan does not permit or authorize any Encroachments unless specifically approved in a written agreement identifying all “Approved Encroachments”**; and

WHEREAS, **City** desires to obtain **Magellan’s** consent for one or more **Encroachments** on **Magellan’s Easement Tract**;

NOW, THEREFORE, in consideration of the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Magellan**, subject to the following terms and provisions, hereby consents to the **Encroachments** listed below as “**Approved Encroachments**” described and limited pursuant to the following specified plan drawing, which was furnished by **City** to **Magellan** (“**Plan Drawing**”) and attached hereto as **Exhibit “B”**:

- 1) Vineyards Lake Park Development Plan, provided to Magellan by Columbia Parks and Recreation Department and dated March 11, 2021.

TERMS AND PROVISIONS

1. **Approved Encroachments.** The **Approved Encroachments**, as further identified, described and limited in the **Plan Drawing** as set forth in **Exhibit “B”** are limited to the following:
 - (a) Asphalt parking lot that will be constructed off Dumas Drive. The asphalt parking area is to be constructed no closer than five feet (5’) from **Magellan’s** closest pipeline. City’s contractor is to place a One-Call prior to any work within **Magellan’s Easement Tract**.
 - (b) 8’ wide concrete sidewalk which will cross **Magellan’s Facilities**. City’s contractor is to place a One-Call prior to any work within **Magellan’s Easement Tract**.

2. **No Other Encroachments.** Except for the **Approved Encroachments** as allowed by this **Agreement**, **City** shall not create, erect, place or construct any other **Encroachment** on, above or below the surface of the ground on **Magellan’s Easement Tract**, or change the grade or elevation of the ground surface within **Magellan’s Easement Tract** or at any time plant or allow any trees thereon or cause or permit any of these to be done by others, without the express prior written permission of **Magellan**.

3. **Magellan On-Site Representative.** Exclusive of Saturday, Sunday, and legal holidays, **City** shall notify **Magellan** a minimum of 48 hours in advance of any **Encroachment** activities on **Magellan’s Easement Tract** so that **Magellan** may arrange to have a representative present. **Magellan’s** representative may be on site during all **Encroachment** activities over or within ten feet (10’) of the **Magellan Facilities** to confirm that no damage occurs to the **Magellan Facilities**. The presence of **Magellan’s** representative or any verbal instructions given by such representative shall not relieve **City** of any liability under the **Easement** or this **Agreement**, and will not change the terms of the **Easement** or this **Agreement**, which may only be changed by written agreement by authorized representatives of **City** and **Magellan**. If pipeline, coating, cathodic protection and/or any other repair of **Magellan Facilities** is required by **Magellan** or if the safety of the **Magellan Facilities** is jeopardized, in **Magellan’s** sole judgment, **City** shall stop all construction activities on **Magellan’s Easement Tract** until said repairs are completed or until any unsafe construction practices are resolved to the satisfaction of **Magellan’s** on-site representative. Written notification of such construction activity shall be made to **MAGELLAN PIPELINE COMPANY, Attn: Rusty Richardson, Operator II, 5531 Tom Bass Road, Columbia, MO 65201, Cell: (573) 476-4049**, or such other representative of **Magellan**, which **Magellan** may from time to time designate.

4. **Protection of Magellan Facilities.** City shall protect the **Magellan Facilities** if excavating and backfilling become necessary within **Magellan's Easement Tract**. If excavating within 2 feet of any Magellan pipeline or when otherwise deemed necessary by **Magellan's** on-site representative, **City** shall perform any necessary digging or excavation operations by hand digging.

Although exact construction equipment is not known at this time, pipeline stress calculations have been performed based on an assumed maximum loaded vehicle weight of 80,000 lbs. The stress calculations further assumed that the gross loaded vehicle weight was evenly distributed between two (2) axles resulting in a maximum wheel load of 20,000 lbs. Based upon these assumptions and the pipeline depths provided by **Magellan**, equipment meeting the aforesaid criteria may safely cross the **Magellan** pipelines; however, a **Magellan** field representative will need to be present to verify the pipeline depth of cover prior to allowing equipment to cross **Magellan's Easement Tract**. A minimum cover of four feet (4') shall be maintained for all equipment crossings over **Magellan's** pipelines.

Tracked equipment and equipment exceeding the maximum wheel load specified above will not be allowed to cross **Magellan's** pipelines without further evaluation of the pipeline stresses. If equipment exceeding the maximum wheel load specified above will need to cross **Magellan's** pipelines, detailed information will need to be received in order to perform pipe stress calculations. The following information will need to be received to perform a more thorough analysis of wheeled vehicles: loaded vehicle weight, number of axles on the front and rear, and weight distribution between the front and rear axles. For equipment on tracks, the following information is needed: loaded vehicle weight, length of track on contact with the ground, and track width.

5. **Breach.** If either **City** or **Magellan** breaches this **Agreement** and the non-breaching party commences litigation to enforce any provisions of this **Agreement**, each party shall pay their own attorney fees and costs.
6. **Insurance.** **City** shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this **Agreement** insurance coverage described below with insurance companies acceptable to **Magellan** for work performed related to the construction of the **Approved Encroachments**. All costs and deductible amounts will be the responsibility and obligation of the **City** or its contractors and subcontractors. Prior to commencing any activities related to the construction of the **Approved Encroachments**, the **City** must deliver to **Magellan** certificate(s) of insurance, naming **Magellan Midstream Partners, L.P. and its Affiliates** as an additional insured. The limits set forth below are minimum limits and will not be construed to limit the **City's** liability:

- (a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease.
- (b) Commercial General Liability insurance on an occurrence form with a combined single limit of \$3,000,000 each occurrence; and for project specific, an annual aggregate of \$5,000,000. Coverage must include premises/operations, products/completed operations. **Magellan Midstream Partners, L.P. and its Affiliates** (hereinafter defined), and its and their respective directors, officers, partners, members, shareholders, employees, agents, and contractors shall be included as additional insureds. The term "Affiliate(s)" as used herein means, with respect to Magellan Midstream Partners, L.P., any individual, corporation, partnership, limited partnership, limited liability company, limited liability partnership, firm, association, joint stock company, trust, unincorporated organization, governmental body, or other entity (collectively, a "Person") that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Magellan Midstream Partners, L.P. The term "control" (including the terms "controlled by" and "under common control with"), as used in the previous sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Magellan Midstream Partners, L.P. or such Person, as applicable, whether through ownership of voting stock, ownership interest or securities, by contract, agreement or otherwise.
- (c) In each of the above policies, the **City** or its contractors and subcontractors agree to waive and will require its insurers to waive any rights of subrogation or recovery either may have against **Magellan** and its affiliated companies.
- (d) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the **City** or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, such requirements, insolvency, bankruptcy or failure will not be held to waive any of the provisions hereof.
- (e) In the event of a loss or claim arising out of or in connection with the construction of the **Approved Encroachments**, the **City** agrees, upon request of **Magellan**, to submit a certified copy of its insurance policies for inspection by **Magellan**.
- (f) The **City** shall require all of its contractors and subcontractors for work related to the construction of the **Approved Encroachments** to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (d)

above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of the **City**.

7. **Indemnification.** To the extent permitted by law, **City** will indemnify, save, and hold harmless **Magellan**, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees), fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from **City's** breach of this **Agreement** or caused by or as a result of the construction, use, maintenance, existence or removal of the **Approved Encroachments** or **Other Encroachments** located on the **Magellan Easement Tract**. The presence of **Magellan's** representative or any instructions given by such representative will not relieve **City** of any liability under this **Agreement**, except to the extent that such liability results from **Magellan's** or its representative's gross negligence or willful misconduct.

8. **Damage or Loss.** **City** covenants that:
 - (a) If at any time, in the sole opinion of **Magellan**, it becomes necessary for **Magellan**, to cross, occupy, utilize, move or remove all or portions of the **Approved Encroachments** placed on **Magellan's Easement Tract** or constructed pursuant to this **Agreement**, for any purpose, including but not limited to surveying, constructing new facilities, maintaining, inspecting, operating, protecting, repairing, replacing, removing or changing the size of a pipeline(s) and appurtenances on **Magellan's Easement Tract** and such activities by **Magellan** result in damage to or destruction of the **Approved Encroachments**, then repair, replacement or restoration of such **Approved Encroachments** shall be at the sole cost and responsibility of **City**.

 - (b) If at any time, any encroachments belonging to or permitted by **City** which are not authorized by this or another written agreement ("**Other Encroachments**") are found to be on **Magellan's Easement Tract**, **Magellan** may at any time request **City** to remove such **Other Encroachments**, and if **City** refuses or fails to do so within a reasonable time, **Magellan's** may remove them from **Magellan's Easement Tract** to **City's Land** at **City's** expense, unless they are allowed to remain by a written agreement between **Magellan** and **City**. Should such removal activities by **Magellan** result in damage to or destruction of the **Other Encroachments**, then repair, replacement or restoration of such **Other Encroachments** shall be at the sole cost and responsibility of **City**, and such **Other Encroachments** may not be repaired, replaced or rebuilt on **Magellan's Easement Tract** without a written agreement between **Magellan** and **City**.

 - (c) If during the exercise of the rights granted by the **Easement** or by this **Agreement**, the **Approved Encroachments** and **Other Encroachments**, if any, are damaged, destroyed

or suffer loss of value, **City** agrees to release **Magellan**, its affiliates, and its and their respective directors, officers, members, partners, shareholders, employees, agents and contractors from and against any and all liabilities, and damages or losses which may arise as a result of the damage to or loss of use of the **Approved Encroachments** and **Other Encroachments**, if any, caused by **Magellan**, its employees, agents and contractors.

9. **Magellan Rights.** **Magellan** and **City** agree that the existence of the **Approved Encroachments** or this **Agreement** does not constitute a waiver of **Magellan's** rights under the **Easement**. **Magellan** hereby reserves and **City** hereby grants and confirms all of **Magellan's** rights, title and estate as set forth in the **Easement**.
10. The terms and conditions of this **Agreement** will constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors, assigns and grantees. This **Agreement** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This **Agreement** shall become effective upon its complete execution by the parties hereto.
11. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
12. **Counterparts and Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

MAGELLAN PIPELINE COMPANY, L.P.

By Its General Partner, Magellan Pipeline GP, LLC

By Its Undersigned Authorized Signatory:

By: _____

Name: _____

Date: _____

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this _____ day of _____, 2021 personally appeared _____, to me personally known to be the Authorized Signatory for **MAGELLAN PIPELINE GP, LLC**, a Delaware limited liability company, who being duly sworn did acknowledge to me that he/she executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**EXHIBIT A to Encroachment Agreement
MAGELLAN PIPELINE COMPANY, L.P.**

General Encroachment Requirements

A. GENERAL - These requirements define the minimum standards governing permitted encroachments by a landowner (including any developer, business entity, utility company or individual working for, or on behalf of, or with permission of landowner), its and their heirs, successors, and assigns (herein referred to collectively as “**Owner**”) to pipeline corridors and rights of way (“**Magellan’s Easement Tract**”) owned or operated by Magellan Pipeline Company, L.P. (“**Magellan**”). Upon written request by Owner to Magellan, a copy of these minimum requirements shall be provided to any developer, business entity, utility company or individual working on behalf of Owner or with the permission of Owner within Magellan’s Easement Tract. Specific circumstances may require additional precautions or more stringent methods in order to protect the integrity of Magellan’s pipelines and facilities. Magellan’s Easement Tract, for purposes of these General Encroachment Requirements, shall be considered to be any area within fifty (50) feet of any Magellan pipeline or other Magellan-owned or operated facility unless a different right of way width is specified by one or more recorded right of way or easement documents (herein collectively called “**Easement**”, whether one or more), in which case such specified width shall define Magellan’s Easement Tract.

1. **Encroachment Definition.** An “encroachment” is any use of the land within Magellan’s Easement Tract which is not permitted by the express provisions of the Easement or which could interfere with Magellan’s Easement rights or which Magellan determines could create safety concerns for pipelines and/or facilities located on Magellan’s Easement Tract. Encroachments include, but are not limited to: structures, fixtures, personal property, landscaping, foreign utilities, foreign pipelines, roadways, railroads, waterway crossings, water impoundments, walls, heavy equipment and heavy loads on Magellan’s Easement Tract, and also any excavation, digging, drilling, tunneling and addition, removal or disturbance of soil or subsoil within Magellan’s Easement Tract. All encroachments as described in this section 1 are hereinafter referred to as “**Encroachments**”, whether one or more.
2. **Magellan Representative Required On-Site.** Magellan pipeline systems operate at high pressures, and for safety reasons, Magellan requires its company representatives to be on-site while Owner is excavating or performing other activities which could endanger the pipelines or other facilities on Magellan’s Easement Tract. For other activities of the Owner on the Magellan Easement Tract, the Magellan field representative shall determine whether Magellan’s continuous

presence or periodic monitoring of encroachment activities will be required and shall inform the Owner. A Magellan representative will be made available upon 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of any Magellan pipelines. No excavation shall be commenced without prior written approval from Magellan and verification by Magellan of the location and approximate depth of its pipelines.

3. **Magellan's Facilities.** The facilities include, but are not limited to, the Easement, rights of way, pipelines, meter and valve sites, aboveground piping manifolds, and cathodic protection systems.
4. **Land Use Change - Notification.** The Owner and tenant, if any, must notify Magellan at any and every time when the land use will be changed for land on or adjacent to Magellan's Easement Tract. Examples of such land use changes are, without limitation:
 - Change from pasture to cultivation
 - Change in depth of tilling (e.g. plowing deeper or deep-breaking the land)
 - Change in that terraces will be cut or re-cut
 - Change from agricultural use to residential, commercial or industrial use.
 - Change from residential to commercial or from commercial to industrial.
5. **Governmental Regulations and Industry Guidelines.** Owner must comply with all applicable laws and regulations, as well as Magellan's policies as expressed herein. Owner is also hereby referred to the Common Ground Alliance Best Practices which can be found on the web site: www.commongroundalliance.com (See "Program Information" / "Best Practices") and which is available from Common Ground Alliance in booklet form for easy reference. Best Practices addresses the most common issues for damage prevention for an encroaching party, including, among others: Planning and Design; One-Call Center; Locating and Marking; Excavation; and Mapping.

In the even of a conflict between laws and regulations, Magellan's policies and the Common Ground Alliance Best Practices, the following priority shall govern all encroachments on Magellan's Easement Tract: 1st -- laws and regulations; 2nd -- Magellan policies; and 3rd -- Common Ground Alliance Best Practices.

B. MAGELLAN RIGHT OF WAY PRACTICES

1. **Personal Property and Fixtures To Be Kept Off of Magellan's Easement Tract.** In order to keep Magellan rights of way clear for operations, maintenance, inspection, repair, replacement, and emergency access, personal property and

fixtures shall not be placed, stored, or maintained on Magellan's Easement Tract. Personal property and fixtures include, but are not limited to, storage sheds, automobiles, trailers, mobile homes, above-ground swimming pools, business equipment, product inventory, scrap metal, boulders, large rocks, debris, junk, and piles of materials.

2. **Encroachments Subject to Being Cleared from Magellan's Easement Tract.** Subject to the terms of its Easement (including right of way agreement[s] and other written agreements), Magellan shall have the right, but not the obligation, to keep Magellan's Easement Tract clear of items that Magellan determines may hinder the exercise of Magellan's rights to construct, operate, inspect, maintain, repair, replace, and access its pipelines and other facilities. Clearing of the Magellan Easement Tract shall include, but not be limited to, the following: removal of trees, brush, crops, other vegetation and non-permitted encroachments located on or overhanging all or part of any Magellan's Easement Tract. Trees or other vegetation overhanging Magellan's Easement Tract may be side-trimmed.

C. ENCROACHMENT PLANNING

1. **Plan Review Required by Magellan.** For any Encroachment, Magellan must be provided project plans to review and approve, *prior to such encroachment occurring*, for purposes of damage prevention.
2. **Submission of Complete Plans.** Owner must submit complete plans to Magellan for review. Incomplete plans could delay Magellan's engineering impact study and insufficient information could result in increased costs. Plans must include:
 - A plan view of the project with the *pipeline(s) location included*.
 - An illustration in *profile* of the existing surface elevations, the proposed surface elevations and the elevation of the pipeline(s).
 - A comprehensive utility/structure/grading plan depicting the relationship to the pipeline(s).
 - A proper legal description of the project location.
 - Complete landscaping plans.
 - Complete plans for backfilling and compaction of backfill material.
3. **Plans Must Show Magellan's Easement Tract, Pipelines and Facilities.** All construction plans (prints) showing lands where all or any part of Magellan's Easement Tract, and where any pipeline or facility is located thereon must contain the following:
 - Location and depth of all pipelines and facilities
 - The width of Magellan's Easement Tract

- A standard warning statement *conspicuously displayed* containing the following language:

WARNING
HIGH-PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited
Without compliance with **State One-Call**, AND
Without Written Permission From
MAGELLAN PIPELINE COMPANY, L.P.

4. **Written Encroachment Agreement Required.** A written, fully executed Encroachment Agreement must be in place between Magellan and Owner before Owner commences work on any encroachment.
5. **Costs.** Unless otherwise agreed in writing, all costs and expenses sustained or incurred by Magellan that result from any encroachment shall be the obligation of Owner and shall be paid in full to Magellan pursuant to Magellan invoice. Such costs and expenses may include, but shall not be limited to: Modification, replacement, lowering, and protection of pipelines, including engineering evaluation and design, field labor and real estate research and document preparation and handling,
6. **Pipeline Integrity Inspection.** Prior to the installation of any structure, parking lot, roadway or other facility which might interfere with or hinder Magellan's inspection of any pipeline or facility, Magellan will perform an integrity review of its pipeline and any other assets which may be affected by the proposed structure, parking lot, roadway or other encroaching facility in order to determine that Magellan's assets comply with integrity requirements and to allow Magellan to make any needed changes prior to construction of any approved encroachments.
7. **Soil On Magellan's Easement Tract -- Removing and Adding.** No soil shall be removed from or added to Magellan's Easement Tract without prior written authorization from Magellan. Any soil added must be clean fill dirt (without contaminants, trash or debris) and must be *limited in amount* so that the resulting cover (vertical distance from the surface of the land to the top of Magellan's

pipeline) is not greater than eight feet (8').

8. **Erosion Control Materials.** Erosion-control materials may be allowed on Magellan's Easement Tract for temporary periods of construction and restoration.
9. **Proof of Title to Property.** Magellan may require Owner to provide proof of current ownership of the land and all interests in the land where the proposed encroachment is to be located. Such proof shall be such proof as is satisfactory to Magellan and, without limitation of the foregoing, may be in the form of a title commitment or title policy.
10. **Subdivision Plat.** Magellan requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, Magellan requires a copy of the recorded plat which reflects the book and the page of the recording.
11. **Location and Approximate Depth of Pipelines.** A Magellan representative is normally available with 48 hours notice (exclusive of weekends and holidays) to determine the location and approximate depth of the pipeline(s). Determining actual depths of pipelines may require pot-holing or hand-digging by, and at the expense of Owner in the presence of an authorized Magellan representative. No excavation on Magellan's Easement Tract shall take place without prior approval by Magellan.
12. **Vertical Separation Between Magellan Pipeline or Facility and an Encroaching Object or Structure.** Vertical separation is defined in this document as the vertical distance between the outermost part of a pipeline, facility or appurtenance (for example, the outside of the pipe [for uncased pipe] or the outside of the pipe casing [for cased pipe]) and the outermost part of the encroaching object (for example, the outside of the encroaching pipeline or the outside of its conduit).
13. **Construction Equipment Information.** Owner shall provide to Magellan information as to the type, size, and weight of construction equipment that Owner proposes to use over or in the vicinity of the pipeline(s).

D. ENCROACHMENT DESIGN REQUIREMENTS & STANDARDS

1. **Risk of Loss and Damage.** Owner shall bear the risk of loss for all damage and/or destruction to any structure, fence, landscaping or improvement placed within the boundaries of Magellan's Easement Tract (whether approved by Magellan or not), and shall indemnify and hold Magellan harmless from and

against any such damages or destruction of structures (including, without limitation, any consequential damages) which may arise out of Magellan or its designees exercising Magellan's Easement rights or which may arise out of accessing Magellan's Easement Tract, pipelines or facilities.

2. Buildings, Structures and Fences.

- a. **Buildings and Structures.** No buildings, houses, barns, garages, patios, playhouses, sheds, septic systems or drain fields, swimming pools (above-ground or below-ground), reinforced concrete slabs or other similar structures will be permitted on the Magellan's Easement Tract.
- b. **Septic System not permitted.** No septic-system, including any lateral lines will be permitted on Magellan's Easement Tract.
- c. **Retaining Walls.** Retaining walls are not permitted on Magellan's Easement Tract.
- d. **Fences.** No fence shall be constructed or maintained on Magellan's Easement Tract without a written agreement.
- e. **Requirements for Fences.** If fencing on Magellan's Easement Tract is authorized by a written agreement with Magellan, the fencing must comply with the following:
 - 1) **Not Parallel to Pipeline.** No fence shall be allowed to be constructed parallel to, and closer than 10 feet to, any pipeline within the boundaries of Magellan's Easement Tract.
 - 2) **Fence Posts Location.** No fence posts will be allowed to be within five (5) feet of any pipeline or facility.
 - 3) **Gates Required.** Magellan may require any fence constructed within the boundaries of Magellan's Easement Tract to have gates of such size and suitability as is necessary or convenient for Magellan to access its pipelines and/or facilities for its operations, including inspections, at each point where the fence crosses a Magellan pipeline or facility boundary. Magellan shall be allowed to put a Magellan lock on such gates, which will allow access to Magellan's Easement Tract and/or facilities through such gates.
 - 4) **Angle of Fence Crossing.** Fence crossings across Magellan's Easement Tract must be as close to 90 degrees as possible.

3. Landscaping, Elevation Changes and Water.

- a. **Landscaping Definition.** Landscaping shall include, but not be limited to, trees, shrubs, underground irrigation or sprinkler systems, sidewalks or other paths, retaining walls, terraces or other land grade changes, within

Magellan's Easement Tract.

- b. **General Landscaping Requirements.** The following are the general rules for landscaping on Magellan's Easement Tract:
 - 1) **Written Approval.** Landscaping proposed to be done on Magellan's Easement Tract must be approved by Magellan in a **written encroachment agreement**. Among other terms, the encroachment agreement will release Magellan from any liability for damages to the landscaping from the exercise of Magellan's Easement rights.
 - 2) **Trees Not Permitted.** Trees are not permitted on Magellan's Easement Tract.
 - 3) **Shrubs.** Shrubs exceeding 3 feet in height and/or obstructing the view of any Magellan pipeline marker posts are not permitted on Magellan's Easement Tract.
 - 4) **Irrigation Systems, Field Drain Lines, and Sidewalks.** Irrigation systems, field drain lines and sidewalks that are to cross a pipeline must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees and must comply with other applicable provisions of this document.
 - c. **No Water Bodies on Magellan's Easement Tract.** Retention of water, including but not limited to, livestock ponds, lakes, retention ponds, or wetlands, may not be constructed or formed on Magellan's Easement Tract.
 - d. **Surface Grade and Elevation Changes.** Surface grade or elevation changes must be reviewed and approved in writing by Magellan.
4. **Foreign Pipeline & Utility Crossings.** No foreign pipelines or utility lines of any type shall be allowed to be constructed parallel to any pipeline within the boundaries of Magellan's Easement Tract.
- a. **Minimum Angle for Pipeline/Utility Crossing.** Any foreign pipeline or utility that is proposed to cross a pipeline on Magellan's Easement Tract must cross such pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees.
 - b. **Vertical Separation Requirements for Crossing.** Foreign pipeline(s), utilities (except high-voltage lines – see below) or flow lines should cross pipeline(s) on Magellan's Easement Tract with at least 24 inches of vertical separation. Special written authorization must be given in the event vertical separation is less than that specified in these General Encroachment Requirements. The preferred method for a foreign pipeline or utility to cross a pipeline is to cross *below* the Magellan pipeline.
 - c. **Warning Tape Required.** When any foreign pipeline or utility line is proposed to cross a pipeline on Magellan's Easement Tract, Owner must

place 6" wide McMaster-Carr No. 8288T12 or equal within Magellan's Easement Tract in the following manner:

- 1) The tape must be placed directly over (parallel to) and at least 15 inches above the foreign line for the entire distance that it occupies Magellan's Easement Tract. Additionally, the tape must be placed directly over (parallel to) and at least 15 inches above each pipeline that is crossed for a minimum distance which is the greater of:
 - (a) a minimum distance of 20 feet on each side of the pipeline, or
 - (b) across the entire width of Magellan's Easement Tract
 - 2) The placement of warning tape on each side of pipeline(s) on Magellan's Easement Tract will not be required for utility cables that are installed using the directional drill or jacking method.
- d. **Crossings by Metal Pipelines or Conduits.** Metallic pipe crossing pipeline(s) on Magellan's Easement Tract may require Magellan to perform a cathodic protection interference survey. If interference with Magellan's cathodic protection system is detected and remediation is necessary, Owner agrees to cooperate with Magellan and to make necessary adjustments in Owner's interfering metallic pipe or other remediation to correct such interference problem insure that the Magellan cathodic protection system is operating properly.
- e. **Crossing Requirements.** Electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables should cross Magellan pipeline(s) with a *minimum of 24-inches of vertical separation*. All such lines must be covered with a *Concrete Slab* for the full width of the **Easement Tract**, if requested by Magellan. If such lines have an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.
- f. **Crossing Requirements for Lines Going Over a Magellan Pipeline.** In the event the electrical, fiber optic, local service communication, long distance carrier telephone, and utility cable crosses *over* a pipeline on Magellan's Easement Tract, such line shall be *encased in red concrete across the full width of Magellan's Easement Tract*, unless a variance is granted by Magellan, as set forth below.
- g. **Written Authorization for Variance.** Owner must have written authorization from Magellan for any variance from the vertical separation requirements listed above and/or for any variance from the requirement for encasement of high-voltage electrical lines in red concrete.
- h. **Utility Poles and Guy Anchors.** Utility poles and guy anchors shall not be placed on Magellan's Easement Tract without a written agreement. With a written agreement, poles and anchors may be placed no closer than 20 feet to any pipeline on Magellan's Easement Tract. Poles shall not be allowed

to run parallel to a pipeline within the Magellan Easement Tract.

i. **Directional Drilling / Boring.**

- 1) Prior to commencing any horizontal directional drilling, Owner shall submit plans showing procedure and material descriptions for Magellan's approval. The plans and description shall include, but not be limited to the following:
 - Profile and plan showing location of entry and exit points
 - Work space required to perform the work
 - Mud containment and disposal sites
- 2) Owner shall positively locate and stake the location of existing pipelines and other underground facilities on Magellan's Easement Tract, including exposing any facilities located within 10 feet of the designed drilled path. Prior to commencing drilling operations, Owner shall modify drilling practices and down-hole assemblies to prevent damage to existing pipelines and other facilities. Owner shall be responsible for losses and repairs occasioned by damage all pipelines and other facilities resulting from drilling or boring operations.
- 3) At all times, Owner shall provide and maintain instrumentation to document and accurately locate the pilot hole and the drill bit, to measure drill-string axial and torsional loads, and to measure drilling fluid discharge rate and pressure. At Magellan's request, Owner shall promptly provide Magellan with reasonable access to information and readings provided by these instruments, including copies of any written documentation.
- 4) Pilot Hole.
 - The pilot hole shall be drilled along the path shown in the plan and profile drawings. No pilot hole shall be made that will result in any of the encroaching utility being installed in violation of laws and regulations or of Magellan's requirements described herein. However, safety for any adjacent utilities and/or structures is of utmost importance. Therefore, the listing of separation distances or tolerances herein does not relieve Owner from responsibility for safe operations or for damage to adjacent utilities and structures.
 - If tolerances are not specified in the plan and profile drawings, the pilot hole shall have the following tolerances:
 - Elevation of +0 feet and -15 feet
 - Alignment of +/-20 feet as long as it does not come to within 10 feet of a pipeline on Magellan's Easement Tract
 - Initial penetration of ground surface at exact location

shown in the plan and profile drawings

- Final penetration of the ground surface within +/-10 feet of the alignment and within +30 feet and -0 feet of the length shown in the plan and profile drawings
- Curves shall be drilled at a radius equal to or greater than that specified in the plan and profile drawings. The drilled radius will be calculated over any 3 joints (range 2 type drill pipe) segment using the following formula:

$$R_{\text{drilled}} = (L_{\text{drilled}}/A_{\text{avg}}) \times 180/\pi$$

Where: R_{drilled} = drilled radius over L_{drilled}

L_{drilled} = length drilled; no less than 75 feet and no greater than 100 feet

A_{avg} = total change in angle over L_{drilled}

- At the completion of the pilot-hole drilling, Owner shall provide to Magellan a tabulation of horizontal and vertical coordinates, referenced to the drilled entry point, which accurately describe the location of the pilot hole.

5) **Drilling Fluids.**

- The composition of drilling fluids proposed for use shall comply with all applicable laws and regulations.
- Owner is responsible for obtaining, transporting and storing any water required for drilling fluids.
- Disposal of drilling fluids and drill cuttings shall be Owner's responsibility and shall be conducted in compliance with applicable laws and regulations. Drilling fluid shall *not* be disposed of by placing fluids on or under the surface of Magellan's Easement Tract.
- Owner shall employ best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. If annular circulation is lost, Owner shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand-placed barriers (e.g., hay bales, sand bags, silt fences, etc.) and collected using pumps as practical. If the amount of surface return is not great enough to allow practical collection, the affected area will be diluted with fresh water and the fluid will be allowed to dry and dissipate naturally. If the amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cubic yards) may be used unless permits or other regulations prohibit the use of collection sumps. If the amount of surface return exceeds that which can be contained and collected using barriers or small sumps, or if the return of

drilling fluids occurs in the body of water proper, drilling operations will be suspended until surface return volumes can be controlled.

- 6) **As-Built Drawing.** Owner shall promptly provide to Magellan an as-built plan and profile drawing of the drilled crossing showing the location of the new crossing as well as the location of pipelines on Magellan's Easement Tract.

5. **Roadway, Driveway, Railroad and Equipment Crossings.** No roadway, driveway, railroad or equipment crossings of any type shall be allowed to be constructed parallel to any pipeline within the boundaries of Magellan's Easement Tract.

- a. **Pipeline Integrity Inspection.** A pipeline integrity review shall be performed by Magellan as described in provision "6" under "C. ENCROACHMENT PLANNING" (above).
- b. **Load Bearing and Stress Limit Requirements.** Prior to any road, driveway, rail bed or equipment crossing construction, Magellan's engineer must determine whether the proposed compacted cover meets load-bearing requirements and provides adequate protection to limit stress on pipelines or other facilities, and must advise Owner of any additional requirements necessary to provide adequate protection.
- c. **No Crossing over Pipeline Bend.** Paved surfaces or rail beds shall not be allowed to cross a pipeline bend (point of inflection).
- d. **Minimum Angle of Crossing.** Crossings should be as close as possible to 90 degrees to pipeline(s) on Magellan's Easement Tract, but not less than 30 degrees.
- e. **Pipeline Casing Issues.** Magellan prefers that cased roadway and railroad crossings no longer be installed. If the carrier pipe under roadways and railroads requires adjustment or relocation, then instead of using casing, the carrier pipe will consist of extra strength material or heavier wall thickness to accommodate the additional longitudinal stress due to external loads. If a road or railroad crossing currently uses casing and the road or railroad is being widened and no other adjustment or relocation of the carrier pipe is required, then Magellan may elect to extend the casing pipe on the existing crossing(s) to accommodate additional road surface. If casing is used, it must not end under the roadway surface or track structure, but must extend across the entire length of the roadway or railroad right of way.
- f. **Railroad Crossing Requirements.** Railroads shall be installed with a minimum compacted cover over the carrier pipe, as measured from the base of the rail to the top of the pipe, as follows (*see Figures 1 and 3*):

<u>Location of Pipeline</u>	<u>Minimum Compacted Cover Over Top of Pipeline</u>
Under track structure proper (Below bottom of rail)	6.0 feet
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet

- g. **Roadway and Driveway Crossings.** Roadways and driveways, shall be installed with a minimum compacted cover over the carrier pipe, as measured from the top of the roadway surface to the top of the pipe, as follows (see *Figures 2 and 4*):

<u>Location of Pipeline</u>	<u>Minimum Compacted Cover Over Top of Pipeline</u>
Under roadway surface proper (Below surface of pavement)	4.0 feet
Under all other surfaces within the right of way or from the bottom of ditches	3.0 feet

- h. **Crossing Pipelines Transporting Highly Volatile Liquids.** For pipelines transporting highly volatile liquids, minimum cover for a crossing at a drainage ditch must be 4.0 feet.
- i. **When Additional Depth Required.** Depth greater than the minimum depths stated above may be required for a pipeline due to the combined stress of internal pipeline pressure and external loading pressure. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth that may be required for the pipeline for safe operation.
- j. **Temporary Roads and Equipment Crossings.** Any such road or crossing must meet the following requirements:
- Must be located at a site approved by a Magellan field representative.
 - Must provide adequate protection for pipelines and other facilities, as determined by the appropriate Magellan engineer, so that the compacted cover meets load-bearing requirements and provides adequate protection to limit stress on the pipeline or other facilities.
 - Owner shall place Six-inch wide plastic warning tape, McMaster-Carr

No. 8288T12 or equal, over each pipeline for the width of the temporary road or equipment crossing, plus an additional 20 feet past each outside edge of such temporary road or equipment crossing

- k. **Owner Required to Protect Magellan Pipelines.** Magellan may require Owner to put in place additional cover and/or stabilization (timbers, steel plate, crushed rock, concrete slab, etc.) at any approved equipment crossing in order to protect pipelines on Magellan's Easement Tract, taking into account possible effects of weather, pipeline depth, and type of vehicles proposed to cross the pipelines. Magellan will analyze each proposed crossing based on information provided by Owner to determine any additional depth or protection that may be required for safe pipeline operation.
- l. **Heavy Equipment - Definition and Requirements.** Heavy equipment shall be defined as any vehicle having a *gross weight* in excess of 80,000 pounds. Heavy equipment shall be prohibited from working directly on top of the active pipeline. For vehicles having a *gross weight* of 80,000 pounds or less, the pipeline must have a minimum of 4 feet of cover. Magellan must analyze the additional longitudinal stress due to external loads if the vehicles have a *gross weight* in excess of 80,000 pounds in order to determine required pipeline depth for safe operation.

6. Parking Lots and Other Pavement.

- a. **Parking Lot and Pavement Requirements.** All parking lots and other pavement installed on Magellan's Easement Tract shall consist of a flexible surface such as asphalt. No reinforced concrete will be allowed.
- b. **Pipeline Depth Under Parking Lot.** The depth of pipelines under a parking lot must meet or exceed compacted cover requirements listed in the previous "Roadway, Driveway, Railroad, and Equipment Crossings" section above

7. Waterway Crossings.

- a. **Pipeline Depth Requirements.** If Owner proposes to cross a pipeline with a waterway (river, stream, creek, irrigation canal, or drainage ditch), such crossing must result in the pipelines meeting or exceeding the minimum depth below the bottom of the waterway for compliance with then current pipeline construction standards and federal, state, and local regulations.
- b. **Requirements for Waterway Crossings:**
 - 1) **Minimum Angle or Crossing.** Crossings should be as close as possible to 90 degrees to pipeline(s) on Magellan's Easement Tract, but not less

than 45 degrees.

- 2) **Vertical Separation Requirements for Waterway Crossing.** Pipelines to be crossed must have a minimum vertical separation of five (5) feet, as measured from the bottom of the waterway to the outermost part of such pipelines, facility or appurtenance
- 3) **Adding Weight to Pipeline for Negative Buoyancy.** Owner shall bear all liability and obligation for the cost of Magellan adding sufficient weight or mechanical devices to any pipeline on Magellan's Easement Tract crossed by a waterway in order to create negative buoyancy for such pipeline.

8. Blasting.

- a. **Magellan Written Approval Required – Plan To Be Submitted.** Magellan must approve any proposed blasting operations that could affect pipelines or facilities on Magellan's Easement Tract. Should blasting be necessary, a comprehensive plan must be submitted to Magellan for review and written approval.
- b. **Safety Considerations – Damage Prevention Plan.** For safety and preservation of Magellan assets, all blasting shall be in accordance with federal, state, and local governing agencies and the Magellan's "Damage Prevention Plan for Blasting Near Company Facilities". A copy of said plan will be made available upon request.

E. EXCAVATION NEAR MAGELLAN PIPELINES.

1. **STATE "ONE-CALL" REQUIRED.** No excavation or activity listed in "*A. GENERAL - 1. Encroachment Definition*" above shall be performed by Owner in the vicinity of Magellan's facilities or within Magellan's Easement Tract until proper telephone notification has been made to the appropriate "One Call" system and a Magellan representative is on-site to monitor excavation activities. All of the states in which Magellan conducts pipeline operations have "One Call" laws, which require 48-72-hours notification prior to any excavation related activities. After making a One-Call, the state One-Call agency will notify Magellan to mark accurately, in a reasonable and timely manner, the location of Magellan's pipeline facilities in the vicinity of the proposed encroachment.
2. **ONE-CALL NOTIFICATION.** *The following list is provided for convenience, but is not warranted by Magellan to be complete or accurate (telephone numbers were copied from each state's web site on 1/5/2004).* **Owner is required to acquire and call the appropriate One-Call number(s) for its**

location of activity.

Current “ONE-CALL” numbers and information can be found on each state’s “ONE-CALL” website:

Arkansas - http://www.arkonecall.com/	- 800 482-8998
Colorado - www.uncc2.org/	- 800 922-1987
Connecticut - www.cbyd.com/	- 800 922-4455
Delaware - www.missutility.net/delaware/	- 800 257-7777
Illinois - www.illinois1call.com/	- 800 892-0123
Iowa - www.iowaonecall.com/	- 800 292-8989
Kansas - www.kansasonecall.com/	- 800 344-7233
Louisiana - www.laonecall.com/	- 800 272-3020
Minnesota - www.gopherstateonecall.org/	- 800 252-1166
Missouri - www.mo1call.com/	- 800 344-7483
Nebraska - www.ne-diggers.com/	- 800 331-5666
New Mexico - www.nmonecall.org/	- 800 321-2537
North Dakota - www.ndonecall.com/	- 800 795-0555
Oklahoma - www.callok.com/	- 800 522-6543
South Dakota - www.sdonecall.com/index.asp	- 800 781-7474
Texas - www.texasonecall.com/	- 800 245-4545
Wisconsin - www.diggershotline.com/	- 800 242-8511
Wyoming - www.onecallofwyoming.com/	- 800 849-2476

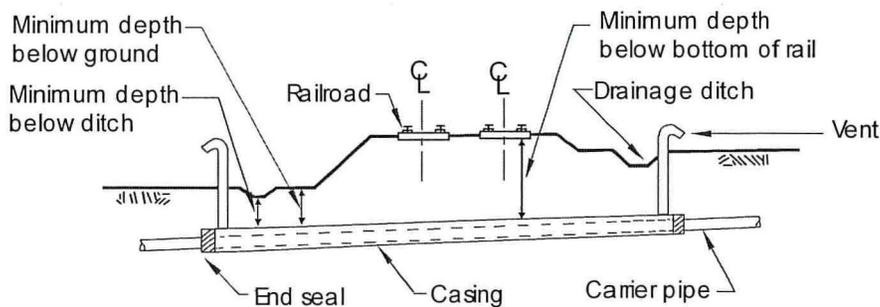
Alternatively, the National One-Call number – (888) 258-0808 - may be used to register a proposed excavation and to subsequently notify underground utility operators with assets in the vicinity.

3. **Excavation Plan Approval.** Owner shall submit to Magellan for its approval plans for any proposed excavation on Magellan’s Easement Tract. No excavation on Magellan’s Easement Tract shall be commenced until Owner has secured Magellan’s written approval of the plans. The excavation work shall be in compliance with all applicable laws and regulations. Owner is also referred to the Common Ground Alliance Best Practices (referenced in this document).
4. **Magellan Representative On-Site for Excavation.** A Magellan representative must be on-site when an excavation is occurring on Magellan’s Easement Tract (*see provision “2” under “A. General” beginning on page 1*).
5. **Removal of Side-Cutting Teeth from Equipment.** Side-cutting teeth shall be

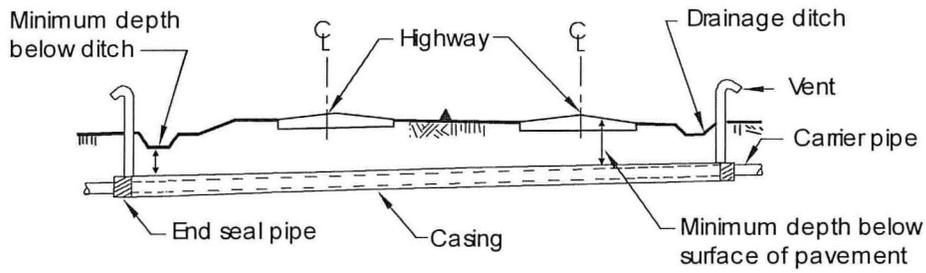
removed from buckets of excavating equipment.

6. **Parallel Excavating Required.** When, in preparation for crossing any pipeline on Magellan's Easement Tract with any other pipeline or with electric line, communication line, roadway or any other structure or facility, Owner needs to locate the pipelines by use of mechanical means. Owner must perform such locating activity by excavating parallel to each of the pipelines with such mechanical means, but shall cease using the mechanical means when it reaches a point within two feet of the Magellan pipeline (*see next provision*).
7. **Exposing Pipeline by Hand.** Excavating within 2 feet of any pipeline on Magellan's Easement Tract shall be done by *hand-digging* until the pipeline is exposed and its location is accurately known. Then, Owner must position the excavation equipment so that from the point of operations the equipment will not reach within 2 feet of any pipeline.

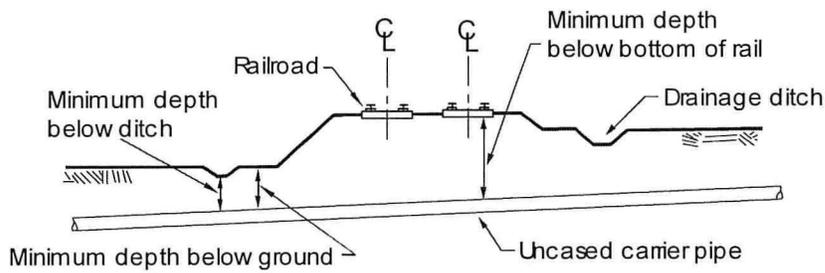
RAILROAD AND HIGHWAY CROSSINGS



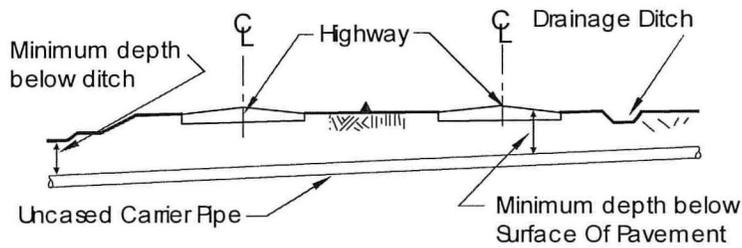
**CASED RAILROAD CROSSING
FIGURE 1**



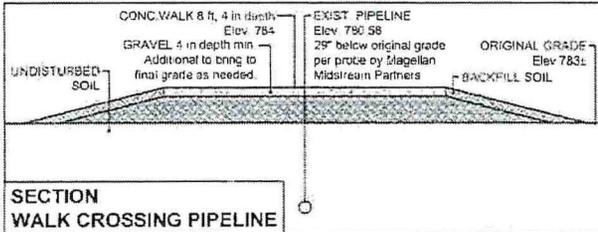
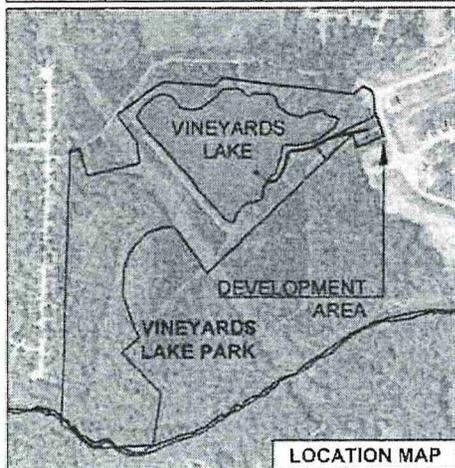
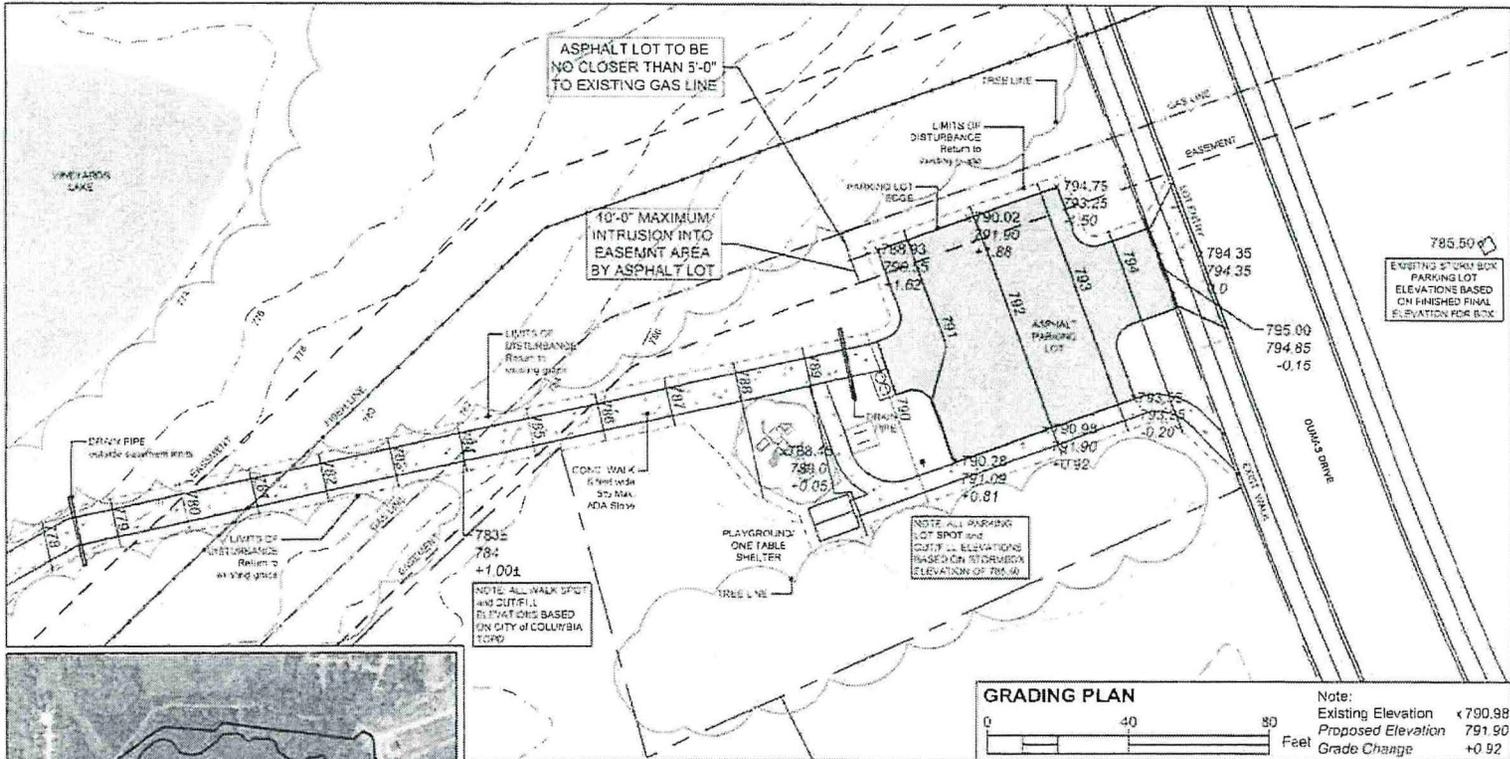
CASED HIGHWAY CROSSING
FIGURE 2



UNCASED RAILROAD CROSSING
FIGURE 3



UNCASED HIGHWAY CROSSING
FIGURE 4



SECTION WALK CROSSING PIPELINE

Vineyards Lake Park Development Plan



March 11, 2021



EXHIBIT B