



Document 2014 2280

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Document Prepared By:

John C. Griffin  
Kinder Morgan, Inc.  
569 Brookwood Village  
Birmingham, AL 35209  
(205) 325-7133

✓ Return Document To:

Natural Gas Pipeline Company of America LLC  
P.O. Box 2427  
Joliet, IL 60434-2427  
(815) 272-9139

Legal Description: See Ex. A, p. 7

Previously Recorded Documents: See Ex. A, p. 7

**ENCROACHMENT CONSENT  
AND  
CROSSING AGREEMENT**

Natural Gas Pipeline Company of America LLC  
23725 W. County Farm Rd.  
Shorewood, IL 60431

and

MidAmerican Energy Company  
4299 NW Urbandale Dr.  
Urbandale, IA 50322

## ENCROACHMENT CONSENT AND CROSSING AGREEMENT

Tract: Multiple Tracts

County: Madison

State: Iowa

**THIS AGREEMENT**, made and entered into this 30<sup>TH</sup> day of JUNE, 2014 by and between **NATURAL GAS PIPELINE COMPANY OF AMERICA LLC**, a Delaware limited liability company ("NGPL"), with an office at 23725 W. County Farm Rd., Shorewood, IL 60431, and **MIDAMERICAN ENERGY COMPANY**, an Iowa corporation ("MEC"), with an office at 4299 NW Urbandale Dr., Urbandale, IA 50322.

### WITNESSETH

**WHEREAS**, NGPL holds certain easements (referred to as "NGPL Easements" or "NGPL Easement") which were acquired by NGPL or its predecessors, Natural Gas Pipeline Company of America, a Delaware corporation, or Continental Construction Corporation, in Sections 22, 23, 24, 26, & 27 of Township 74 North, Range 29 West and Section 19 of Township 74 North, Range 28 West all in Madison County, Iowa, which are recorded in the records of the Madison County Recorder, as referenced in Exhibit "A", attached hereto and made a part hereof, and;

**WHEREAS**, NGPL currently operates certain pipeline and pipeline related facilities (the "NGPL Facilities") commonly known as the Amarillo Pipeline System, including one (1) 26" diameter pipeline and two (2) 36" diameter pipelines, under, upon, over, through and across the NGPL Easements, and;

**WHEREAS**, MEC has acquired and/or is in the process of acquiring certain Wind Farm Easement Agreements, overlapping the NGPL Easements, which grant MEC the authority to construct and operate, among other rights, certain facilities related to a wind energy project commonly known as the "Macksburg Wind Farm". MEC has recorded in the records of the Madison County Recorder certain instruments titled "Memorandum of Wind Farm Easement Agreement", as referenced in Exhibit "A", which give third parties notice of the existence of the Wind Farm Easement Agreements, and;

**WHEREAS**, NGPL is hereby willing, at the request of MEC, to consent to and allow MEC to construct, maintain, operate, inspect, repair, replace and remove certain facilities (the "MEC Facilities") upon, over, under, within and/or in close proximity to portions of the NGPL Facilities within the NGPL Easements as shown, described and detailed on the drawing(s) marked Exhibit "B" attached hereto and made a part hereof, including specifically twelve (12) buried electric crossings, twelve (12) temporary crane crossings, and nine (9) access road crossings.

**NOW THEREFORE**, in consideration of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration as well as the mutual covenants herein stated, NGPL hereby agrees to consent to and allow the construction, maintenance, operation, inspection, repair, replacement, and removal of the MEC Facilities upon, over, under, within and/or in close proximity to portions of the NGPL Facilities within the NGPL Easement pursuant to the specifications set forth in Exhibits "B" and "C." The permission granted herein is limited exclusively to the MEC Facilities, subject to the following express conditions and provisions, which NGPL and MEC expressly acknowledge and agree to fulfill and discharge, to wit:

Except as specifically set forth in Exhibit "B",

1. MEC shall construct, maintain, operate, inspect, repair, replace, and remove the MEC Facilities in accordance with NGPL's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities" consisting of three (3) pages, being Exhibit "C" attached hereto and made a part hereof.
2. **A NGPL representative shall be on-site to monitor any construction activities within twenty-five (25) feet of NGPL Facilities.** MEC agrees to reimburse NGPL for any reasonably documented direct costs of placing inspectors or representatives employed by NGPL to monitor MEC's construction activities on the NGPL Easement. Direct costs may include wages, benefits, living expenses, and vehicle and equipment expenses as set forth in Exhibit "D" attached hereto and made a part hereof. Such costs will be billed to MEC either annually or upon completion of the construction of the MEC Facilities within the NGPL Easements. An invoice detailing such costs shall be sent by Federal Express, UPS (or any other nationally recognized overnight carrier service) or facsimile to the following:

MidAmerican Energy Company  
Attn: Jim Griglione  
Project Manager, Wind  
4299 NW Urbandale Dr.  
Urbandale, Iowa 50322  
Telephone: (515) 281-2770  
Fax: (515) 242-3084

MEC shall submit payment to NGPL for such invoiced amounts within thirty (30) days of invoice receipt. Such payments shall be sent to the following:

Natural Gas Pipeline Company of America LLC  
Attn: Bill Curry, Supervisor of Operations  
1580 G64 Hwy  
Truro, Iowa 50257-8605  
Telephone: (641) 765-4242 Ext. 224  
Fax: (303) 984-3295

3. Except for routine operational and maintenance activities, MEC shall provide NGPL seventy-two (72) hours advance written notice prior to the commencement of any construction, maintenance, operation, inspection, repair, and removal of the MEC Facilities within the NGPL Easement. The advance written notice, as well as any other notices, shall be sent by Federal Express, UPS (or any other nationally recognized overnight carrier service) or facsimile to the following:

Natural Gas Pipeline Company of America LLC  
Attn: Bill Curry, Supervisor of Operations  
1580 G64 Hwy  
Truro, Iowa 50257-8605  
Telephone: (641) 765-4242 Ext. 224  
Fax: (303) 984-3295

with copies sent to:

Natural Gas Pipeline Company of America LLC  
Attn: George V. Podolski  
Land & Right of Way Manager  
P.O. Box 2427  
Joliet, Illinois 60434-2427  
Telephone: (815) 272-9135  
Fax: (815) 272-9126

Kinder Morgan, Inc.  
Attn: Greg Smith  
Engineering Project Manager  
370 Van Gordon St.  
Lakewood, Colorado 80228  
Telephone: (303) 914-7848  
Fax: (303) 984-3432

4. MEC shall assume all risks for damages, injuries, or loss to either property or persons, which may be incurred by MEC, its respective agents, invitees, or licensees present or in the vicinity of the NGPL Easement and in any way associated with the MEC Facilities, except to the extent resulting from the negligent act or willful misconduct of NGPL or its employees, agents, invitees or licensees.
5. NGPL's on-site representative may immediately suspend or terminate any work or activity not being performed in accordance with this Agreement until such time corrective actions are taken. NGPL will not be liable to MEC, its contractors, consultants or any other associated party for any costs or expenses caused by NGPL's on-site representative's suspension or termination of said work or activity not being performed in accordance with this Agreement.
6. MEC agrees to indemnify, protect and hold NGPL, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, direct loss, direct damage, injury (whether to persons or property, including death), suit, proceeding, judgment, cost (including cost or expenses of whatever kind or nature, including but not limited to reasonable attorneys' fees) arising from or in any way related to the acts or omissions of MEC or its agents, representatives, contractors, or subcontractors pursuant to this Agreement, including without limitation (1) non-compliance with any laws, regulations and orders applicable to the construction, maintenance, operation, inspection, repair, replacement or removal of the MEC Facilities on the NGPL Easement, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the NGPL Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, or (ii) result in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, or (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the NGPL Easement, and in each such case are a direct result of any incident, act, action, negligence, transaction, or omission of MEC in connection with, or incidental to the construction, maintenance, operation, inspection, repair, replacement or removal of the MEC Facilities within and upon the NGPL Easement, except where such loss, cost, liability or expense was caused by the negligence or willful misconduct of NGPL or its employees, agents, invitees or licensees.
7. NGPL agrees to indemnify, protect and hold MEC, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, direct loss, direct damage, injury (whether to persons or property, including death), suit, proceeding, judgment, cost (including cost or expenses of whatever kind or nature, including but not limited to reasonable attorneys' fees) arising from or in any way related to the acts or omissions of NGPL or its agents, representatives, contractors, or subcontractors pursuant to this Agreement, including without limitation (1) non-compliance with any laws, regulations and orders applicable to the construction, maintenance, operation, inspection, repair, replacement or removal of the NGPL Facilities on the NGPL Easement, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the MEC Facilities that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, or (ii) result in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, or (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the MEC Facilities, and in each such case are a direct result of any incident, act, action, negligence, transaction, or omission of NGPL in connection with, or incidental to the construction, maintenance, operation, inspection, repair, replacement or removal

of the NGPL Facilities within and upon the NGPL Easement, except where such loss, cost, liability or expense was caused by the negligence or willful misconduct of MEC or its employees, agents, invitees or licensees.

The provisions of the NGPL Easement and all rights, powers, privileges, duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth herein. NGPL represents that it has the power and authority to consent to the limited encroachment by MEC as described herein to the extent of NGPL's rights in the real estate encumbered by the NGPL Easement.

If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the NGPL Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the NGPL Easement lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

Except as specifically herein described, all of the terms and conditions of the NGPL Easement shall remain in full force and effect.

The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereunto subscribed their names as of the date first above written.

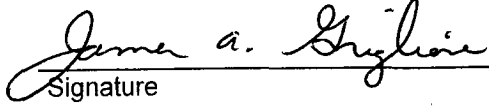
**NATURAL GAS PIPELINE COMPANY OF AMERICA LLC**

  
\_\_\_\_\_  
Signature

*Daniel G. Grodvis*  
\_\_\_\_\_  
Name

*Attorney-in-fact*  
\_\_\_\_\_  
Title

**MIDAMERICAN ENERGY COMPANY**

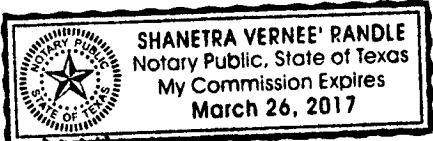
  
\_\_\_\_\_  
Signature

*James A. Griglione*  
\_\_\_\_\_  
Name

*Project Construction Manager*  
\_\_\_\_\_  
Title

THE STATE OF Texas §  
COUNTY OF Harris §  
§


This instrument was acknowledged before me on this the 30<sup>th</sup> day of June, 2014,  
by Daniel G. Gredrig (name), as Attorney-in-Fact  
(type of authority, e.g., officer, trustee, etc.) of Natural Gas Pipeline Company (company)  
on behalf of and as the act of the said entity.

{Seal}   
3-26-2017  
Commission Expires

Shanetra V. Randle  
Notary Public

THE STATE OF Iowa §  
COUNTY OF Polk §  
§

This instrument was acknowledged before me on this the 10<sup>th</sup> day of June, 2014,  
by James A. Griglione (name), as Project Construction Manager  
(type of authority, e.g., officer, trustee, etc.) of MidAmerican Energy Company (company)  
on behalf of and as the act of the said entity.

{Seal}   
9/14/15  
Commission Expires

Matt Ott  
Notary Public

## Exhibit "A"

### Agreement References

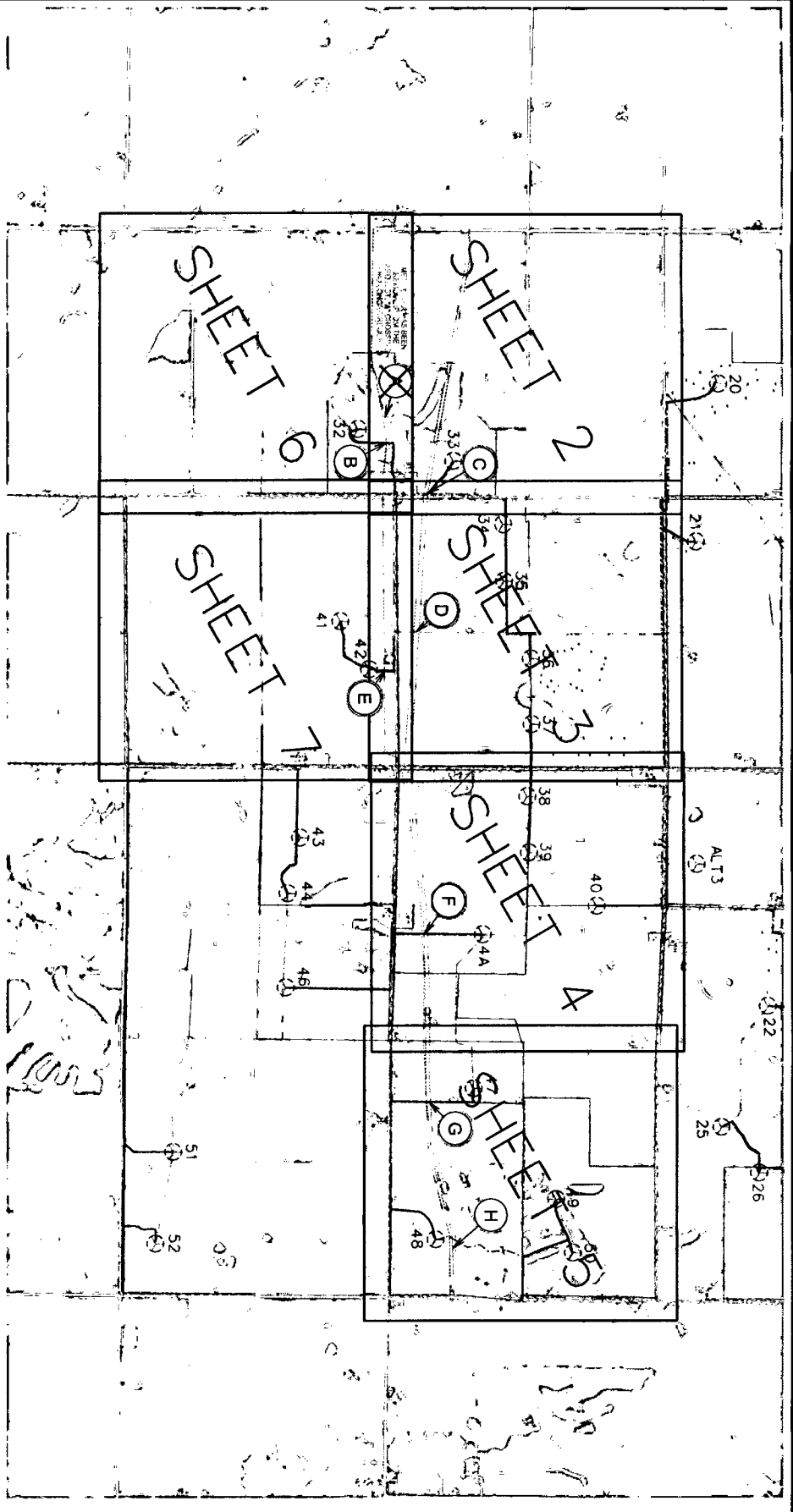
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A, B	57 KIDDOO	2013-2978	I(4)-253	70-85	27-74N-29W
C1, C2	48 KIDDOO	2013-2978	I(2)-220 I(3)-297	70-18	22-74N-29W
D1, D2	50 KIDDOO	2013-2978	I(2)-222 I(3)-300	24-2391 87-461	23-74N-29W
E	59 KIDDOO	2013-2978	I(4)-254	70-66 70-73 70-74 70-91 70-92 70-93 70-94	26-74N-29W
F1, F2, F3	54 DOWNING	2013-3080	I(2)-225 I(3)-304 I(4)-256	82-186 / 82-404 87-463 119-314	24-74N-29W
G1, G2, G3	83 WOODS	2013-3087	I(2)-227 I(3)-306 I(4)-258	21-82-184 / 82-405 89-152	19-74N-28W
H1, H2, H3	85 GIBSON	2013-3088	I(2)-229 I(3)-308 I(4)-260	70-79	19-74N-28W

**Exhibit "B"**

MEC Facilities

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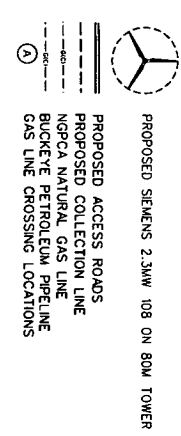
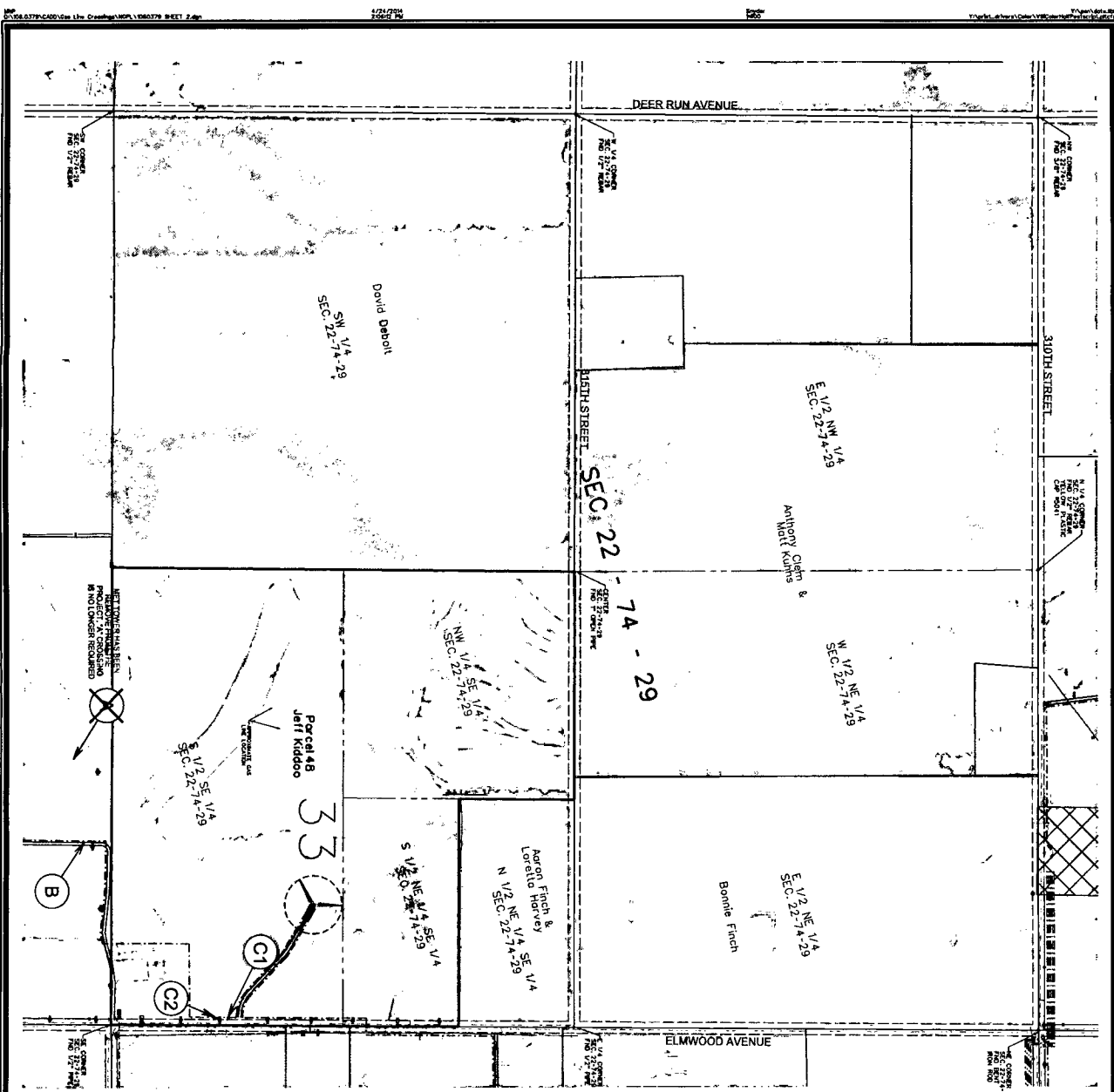


Sheet 1 of 8  
Project No.: 1080379



**RPM ACCESS - MACKSBURG WIND PROJECT**  
**NATURAL GAS PIPELINE COMPANY OF AMERICA EXHIBITS MADISON COUNTY, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
 1751 MADISON AVENUE  
 COUNCIL BLUFFS, IA 51503  
 712-322-3202 | www.snyder-associates.com

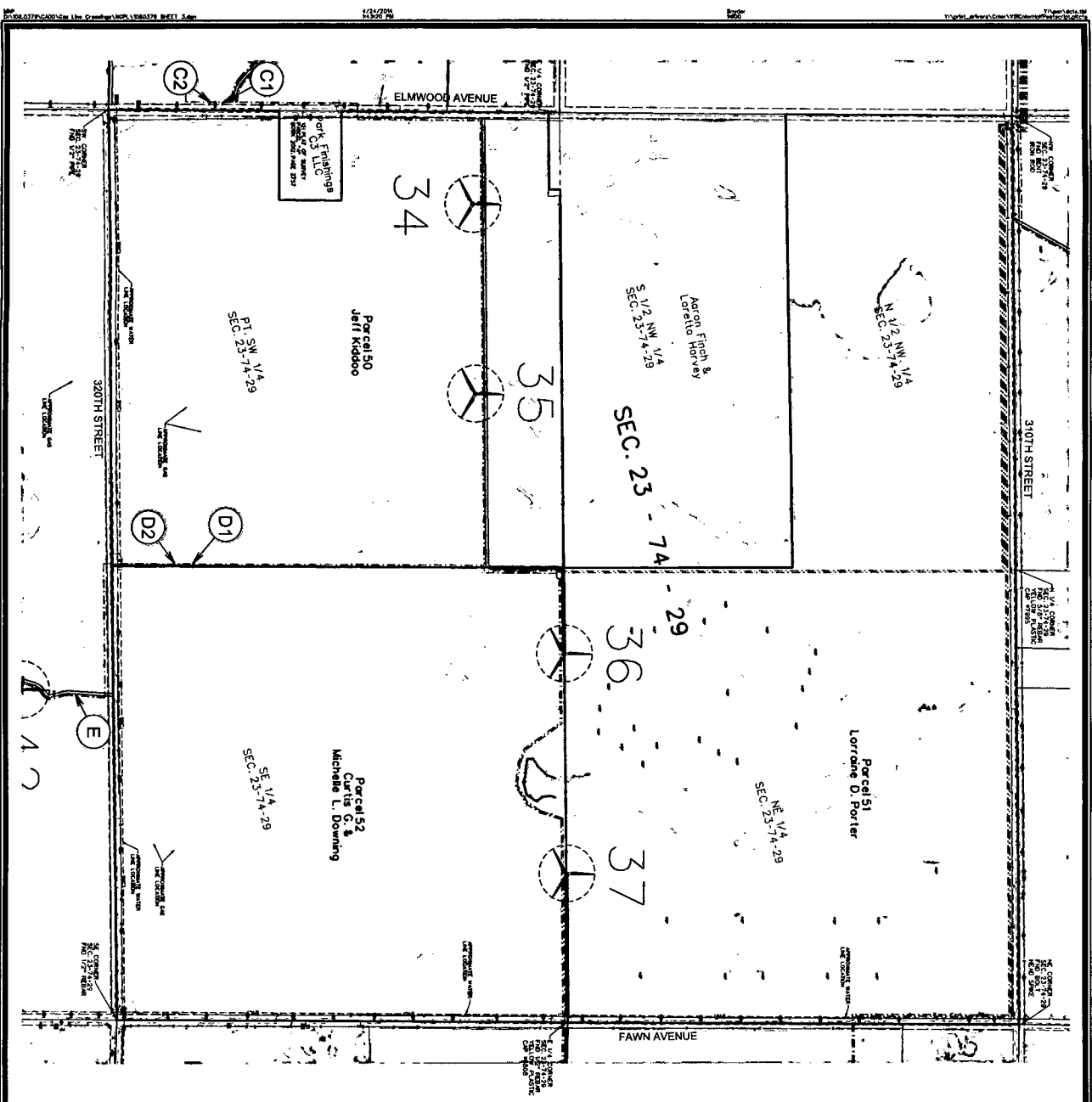
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Engineer:	Checked By:	Scale:	1"= 1000'
Technician: MND	Date: 01/09/14	Plot By:	Pj
Project No:	1080379	Sheet	1 of 8



Project No: 1080379  
Sheet 2 of 8

**RPM ACCESS - MACKSBURG WIND PROJECT**  
**NATURAL GAS PIPELINE COMPANY OF AMERICA EXHIBITS MADISON COUNTY, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
 1751 MADISON AVENUE  
 COUNCIL BLUFFS, IA 51503  
 712-322-3202 | www.snyder-associates.com

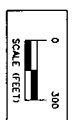
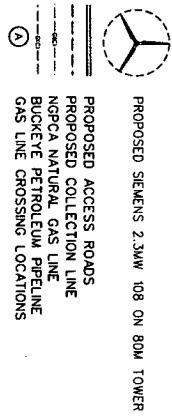
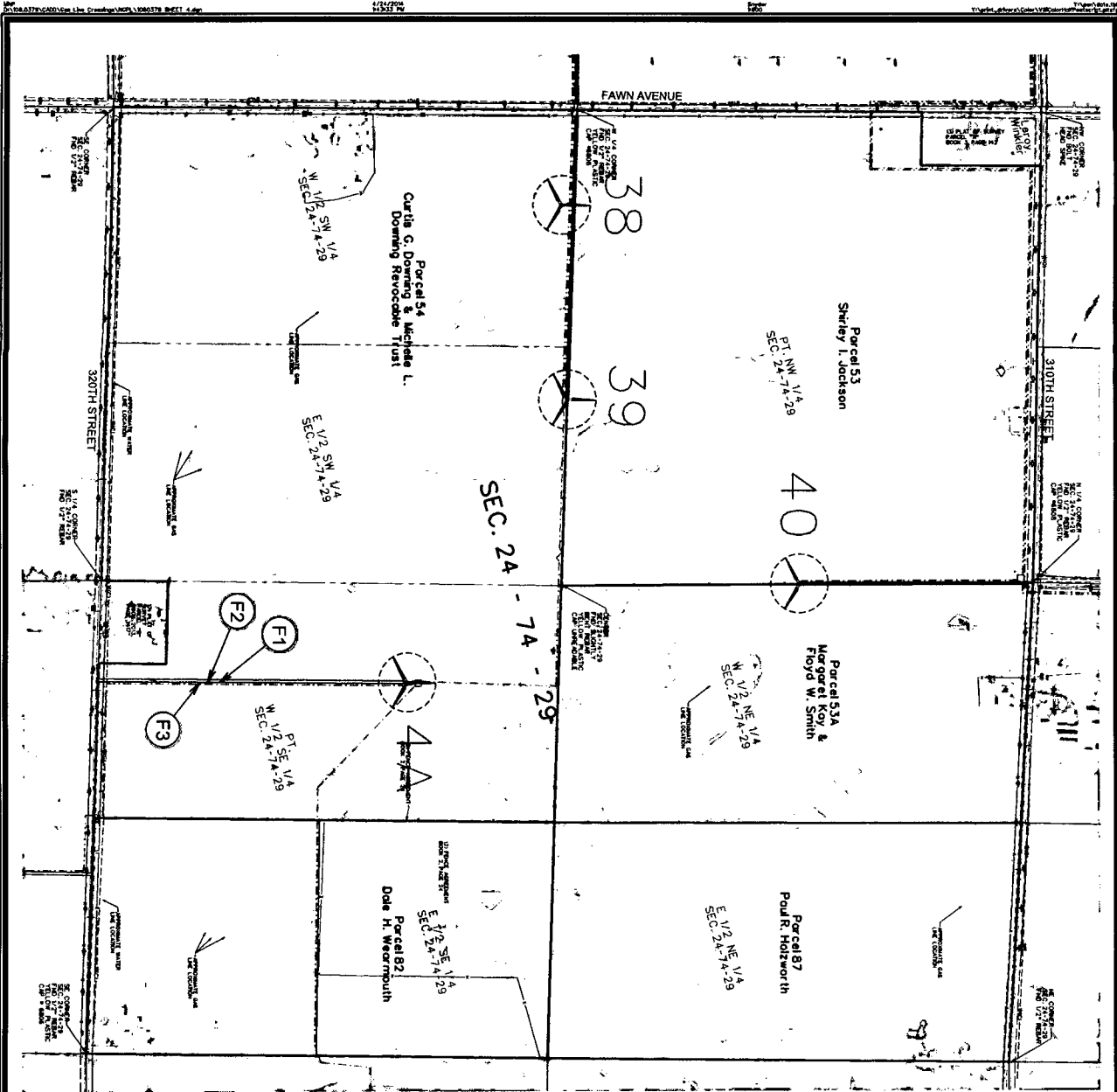
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Tech/Draw: MND	Date: 01/09/14	Field Etc:	Pg:
Project No: 1080379		Sheet 2 of 8	



- LEGEND**
- PROPOSED SIEMENS 2.3MW 108 ON 80M TOWER
  - PROPOSED ACCESS ROADS
  - PROPOSED COLLECTION LINE
  - NOPCA NATURAL GAS LINE
  - BUCKNITE PETROLEUM PIPELINE
  - GAS LINE CROSSING LOCATIONS



	<b>RPM ACCESS - MACKSBURG WIND PROJECT</b>				
	NATURAL GAS PIPELINE COMPANY OF AMERICA EXHIBITS MADISON COUNTY, IOWA				
<b>SNYDER &amp; ASSOCIATES, INC.</b> <small>1751 MADISON AVENUE          COUNCIL BLUFFS, IA 51503          712-322-3202   www.snyder-essociates.com</small>					
Project No: 1080379 Sheet 3 of 8					



Sheet 4 of 8

Project No: 1080379

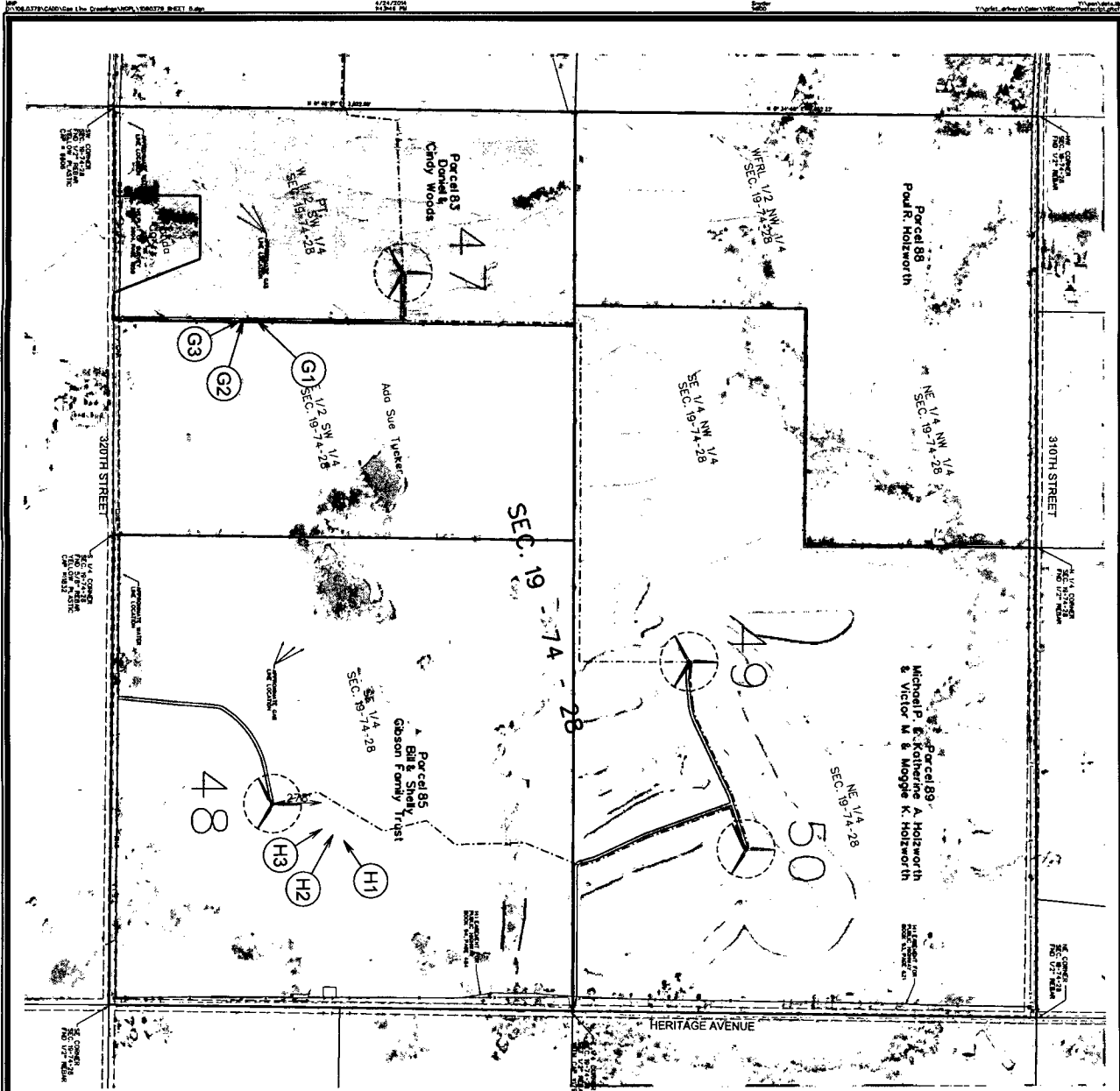
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


NATURAL GAS PIPELINE COMPANY OF AMERICA EXHIBITS MADISON COUNTY, IOWA

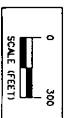

**SNYDER & ASSOCIATES, INC.**

1751 MADISON AVENUE  
COUNCIL BLUFFS, IA 51503  
712-322-3202 | www.snyder-associates.com

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Engineer:	Checked By:	Scale:	1"=300'
Technician: MND	Date: 01/09/14	Field By:	Pj
Project No:	1080379	Sheet	4 of 8



- LEGEND**
-  PROPOSED ACCESS ROADS
  -  PROPOSED COLLECTION LINE
  -  NPGA NATURAL GAS LINE
  -  BUCKEYE PETROLEUM PIPELINE
  -  GAS LINE CROSSING LOCATIONS
- PROPOSED SIEMENS 2.3MW 108 ON 80M TOWER

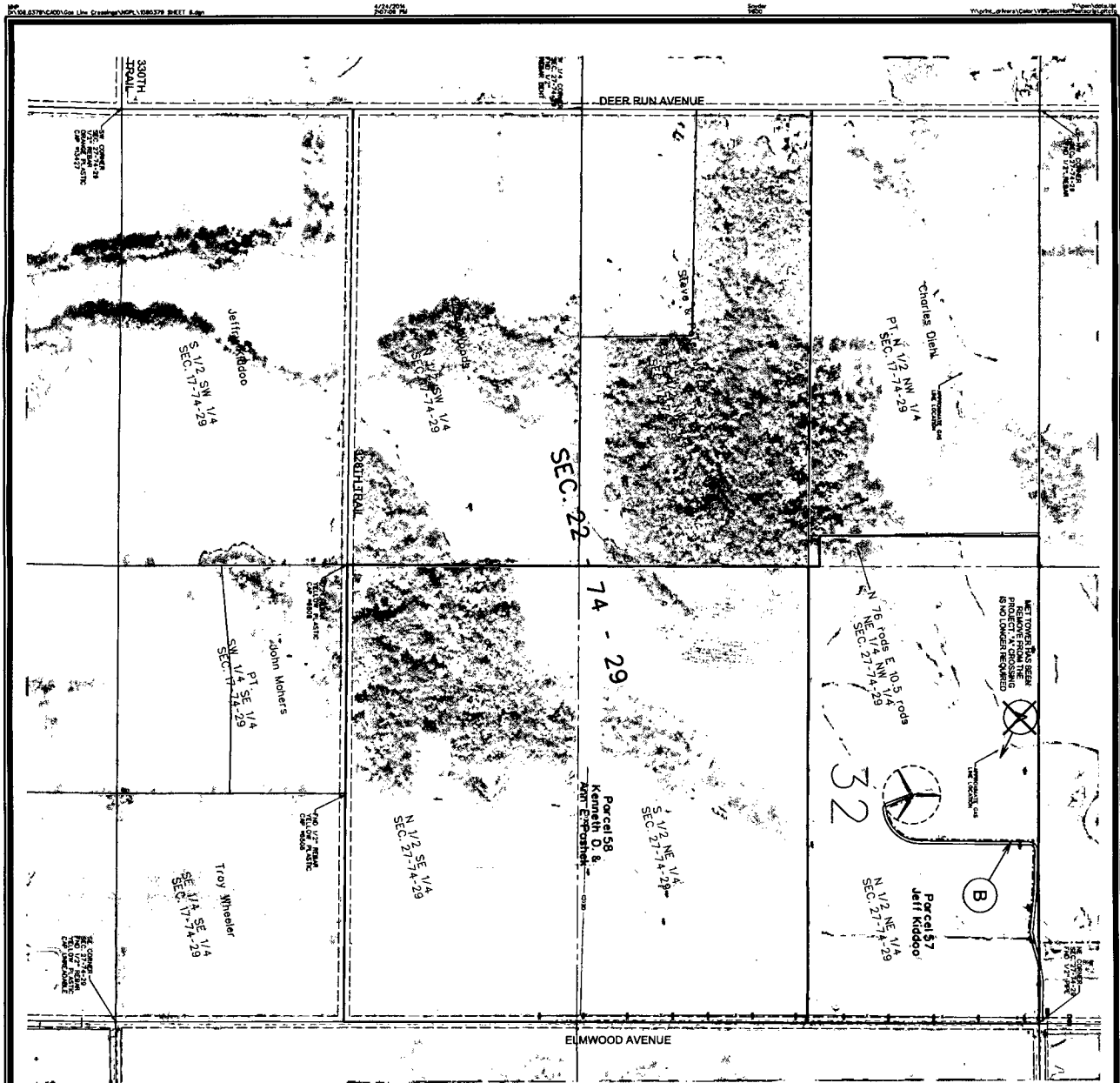



Project No: 1080379  
Sheet 5 of 8

**RPM ACCESS - MACKSBURG WIND PROJECT**  
**NATURAL GAS PIPELINE COMPANY OF AMERICA EXHIBITS MADISON COUNTY, IOWA**  
**SNYDER & ASSOCIATES, INC.**

1751 MADISON AVENUE  
 COUNCIL BLUFFS, IA 51503  
 712-322-3202 | www.snyder-associates.com

1	48" MINIMAL COVER ADDED	04/24/14	LMJ
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Engineer:	Checked By:	Scale:	1"=300'
Technician: MND	Date: 01/09/14	Field etc:	Pg:
Project No:	1080379	Sheet 5 of 8	



**LEGEND**

PROPOSED SIEMENS 2.3MW 108 ON 80M TOWER

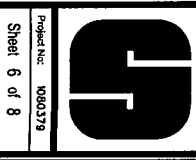
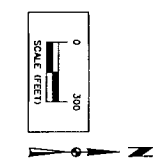
PROPOSED ACCESS ROADS

PROPOSED COLLECTION LINE

NGPCA NATURAL GAS LINE

BUCKEYE PETROLEUM PIPELINE

GAS LINE CROSSING LOCATIONS



**RPM ACCESS - MACKSBURG WIND PROJECT**

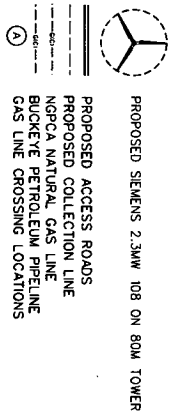
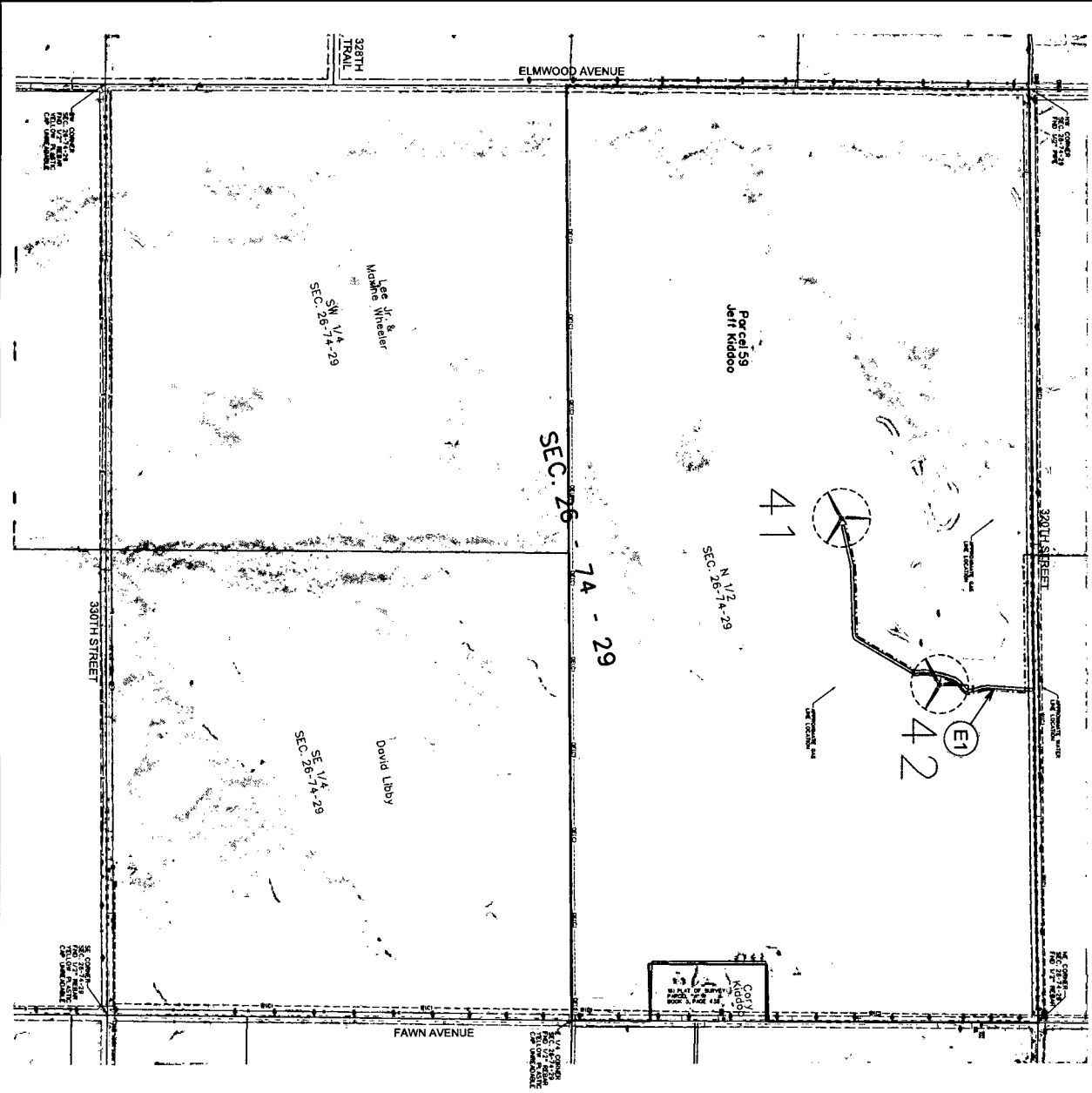
NATURAL GAS PIPELINE COMPANY OF AMERICA EXHIBITS MADISON COUNTY, IOWA

**SNYDER & ASSOCIATES, INC.**

1751 MADISON AVENUE  
COUNCIL BLUFFS, IA 51503  
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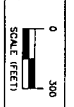
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Technician: MND	Date: 01/09/14	Field Etc: Pp
Project No: 1080379	Sheet 6 of 8	

Project No: 1080379  
Sheet 6 of 8



**LEGEND**

PROPOSED SIEMENS 2.3MW 108 ON 80M TOWER  
 PROPOSED ACCESS ROADS  
 PROPOSED COLLECTION LINE  
 NGPCA NATURAL GAS LINE  
 BUCKEYE PETROLEUM PIPELINE  
 GAS LINE CROSSING LOCATIONS



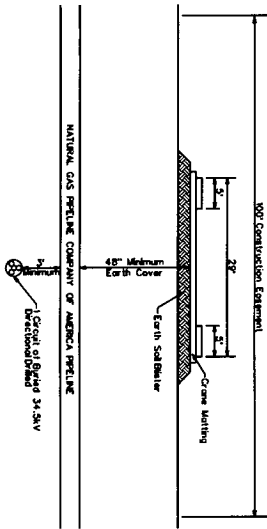
Sheet 7 of 8



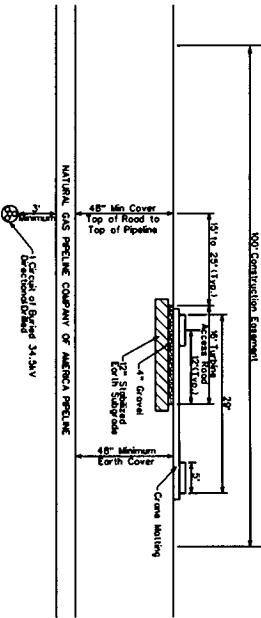
**RPM ACCESS - MACKSBURG WIND PROJECT**  
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**SNYDER & ASSOCIATES, INC.**  
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 712-322-3202 | www.snyder-associates.com

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MARK	REVISION	DATE	BY
Engineer:	Checked By:	Scale:	1" = 300'
Technician: MND	Date: 01/09/14	Field etc:	Pg:
Project No:	1080379	Sheet	7 of 8

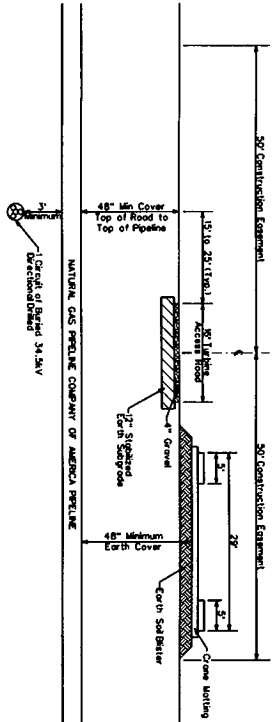
TYPICAL FOR CABLE ONLY WITH CRANE TEMPORARY  
NOT TO SCALE



ALTERNATE CRANE TRAVEL ARRANGEMENT USING ROAD  
NOT TO SCALE



TYPICAL FOR CABLE AND ROAD  
NOT TO SCALE



Project No.: 1080379  
Sheet 8 of 8



**RPM ACCESS - MACKSBURG WIND PROJECT**  
**NATURAL GAS PIPELINE COMPANY OF AMERICA EXHIBITS MADISON COUNTY, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
 1751 MADISON AVENUE  
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 712-322-3202 | www.snyder-associates.com

1	48" MINIMUM COVER ADDED	04/24/14	MND
MARK	REVISION	DATE	BY
Engineer:	Checked By:	Scale:	1" = NTS
Technician: MND	Date: 01/09/14	Field Etc:	Pg:
Project No:	1080379	Sheet	8 of 8



**Exhibit "C"**

Kinder Morgan, Inc.  
O&M Procedure 204 OM200-29

"Guidelines for Design and Construction near Kinder Morgan Operated Facilities"  
consisting of three (3) pages

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## Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: Natural Gas Pipeline Company of America LLC (NGPL)

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

### Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by **NGPL** (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard **TYP-V-0100-B010**.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. *Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception.* Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.



## Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

### Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from NGPL (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.



## Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- **Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

### Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
  2. Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
  3. Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
  4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
  6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less then **\$2,000,000** per occurrence.
  7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.

## Exhibit "D"

### Daily Inspection Rates

Inspector / Representative (Daily Rate):

Not to exceed \$750.00 per day

Expenses (Daily Rate):

Not to exceed \$125.00 per day

Vehicle (Mileage Rate):

\$0.56 per mile