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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2016-28009

10/31/2016 11:27:28 AM

*Floyd J. Dowling*

REGISTER OF DEEDS



*RJK*  
*(E)*

(Drafted by & when filed return to: Magellan Pipeline Company, L.P., P O Box  
22186, OTC-8 ( S. GUTHRIE )  
Tulsa, OK 74121-2186, 918.574.7350 )

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(Drafted by & when filed return to: Magellan Pipeline Company, L.P., P. O. Box 22186, MD 27-4 (S. Guthrie), 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 Stone Creek Plaza, LLC, a Nebraska limited liability corporation, whose mailing address is 11205 S. 150<sup>th</sup> St, Omaha, Nebraska 68138, its heirs, successors, assigns and grantees (hereinafter called "**Owner**").

### WITNESSETH:

**WHEREAS**, **Owner** represents and warrants that **Owner** owns all of the following described tract of land located in Sarpy County, Nebraska (which land is hereinafter referred as "**Owner's Land**") and has full right and power to make this **Agreement**:

PART OF THE SOUTH HALF (S/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 29, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; 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 (NE¼) of Section 29, Township 14 North, Range 12 East, Sarpy County, Nebraska, attached hereto as **Exhibit "A"**, pursuant to those certain instruments recorded in the records of said county and state and described as follows:

- 1) Right of Way Agreement as to a pipe line or pipe lines dated May 8th, 1941, from Daniel R. Schobert and Lucy S. Schobert, his wife, in favor of Socony-Vacuum Oil Company, Incorporated (Magellan's predecessor in title), its successors and assigns, and filed for record in Book 10 of Misc., 533 of the Sarpy County Deed Records; and
- 2) Partial Release and Grant of Right of Way Agreement as to a pipeline or pipe lines dated January 8<sup>th</sup>, 2015, from Robert J. Haug, Trustee, and Robert J. Haug, Trustee of the Robert J. Haug Revocable Trust dated March 30, 2000, and Paul A. Haug, Trustee, in favor of Magellan Pipeline Company, L.P., its successors and assigns, instrument number 2015-00883, of the Sarpy 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 “B” 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, Owner 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 drawings, which were furnished by Owner to Magellan (“Plan Drawings”) and attached hereto as Exhibit “C”:

Granite Falls North Preliminary Plat, dated May 18, 2016, Project Number P2013.604.001.

**TERMS AND PROVISIONS**

- 1. **Approved Encroachments.** The Approved Encroachments, as further identified, described and limited in the Preliminary Plat as set forth in Exhibit “C” are limited to the following:
  - (a) Lots 4,5,6,7,8,9,10,11,12,13,14,15 and Outlots “A”, “I”, “J”, “K”, “L” of the Granite Falls North
  - (b) 2- 50 foot wide streets; Cove Hollow Dr. and Superior Dr.
  - (c) Buried water, gas sewer and electrical utilities to cross Magellan’s pipeline as needed but limited to as close to as possible to a 90 degree crossing and shall not parallel the pipeline inside the easement.
  
- 2. **No Other Encroachments.** Except for the Approved Encroachments as allowed by this Agreement, Owner 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, **Owner** 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. At **Magellan's** option and at **Owner's** sole cost and expense, **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 **Owner** 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 **Owner** 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, **Owner** 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, Coordinator of Operations & Maintenance, 912 First Ave, Coralville, IA 52241, Office:(319) 337-8251, Cell: (515) 210-5808, Fax: (319) 354-8448**, or such other representative of **Magellan**, which **Magellan** may from time to time designate.
  
- 4. **Protection of Magellan Facilities.** **Owner** 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, **Owner** shall perform any necessary digging or excavation operations by hand digging. **Owner** shall reimburse **Magellan** for all costs of having a representative of **Magellan** on-site during construction activities related to the **Approved Encroachments**.
  
- 5. **Breach.** If either **Owner** or **Magellan** breaches this **Agreement** and the non-breaching party commences litigation to enforce any provisions of this **Agreement**, the reasonable cost of attorneys' fees and expenses will be payable to the non-breaching party by the breaching party upon demand, for all claims upon which the non-breaching party prevails.
  
- 6. **Insurance.** **Owner** 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 **Owner** or its contractors and subcontractors. Prior to commencing any activities related to the construction of the **Approved Encroachments**, the **Owner** 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 **Owner's** liability:

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- (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 \$5,000,000 each occurrence; and for project specific, an annual aggregate of \$5,000,000. Coverage must include premises/operations, products/completed operations, and sudden and accidental pollution. **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) The Sudden and Accidental Pollution can be a separate, stand alone policy, but must still meet the \$5,000,000 minimum limit requirement. If the coverage is written on a claims-made policy form, the coverage must be maintained for two (2) years following completion of the work activities related to the Approved Encroachments.
  - (d) In each of the above policies, the **Owner** 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.
  - (e) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the **Owner** 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.
  - (f) In the event of a loss or claim arising out of or in connection with the construction of the **Approved Encroachments**, the **Owner** agrees, upon request of **Magellan**, to submit a certified copy of its insurance policies for inspection by **Magellan**.
  - (g) The **Owner** shall require all of its contractors and subcontractors for work related to the construction of the **Approved Encroachments** to provide adequate insurance coverage,

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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 **Owner**.

7. **Indemnification.** **Owner** 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 **Owner'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 **Owner** 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.** **Owner** 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 **Owner**.
  
  - (b) If at any time, any encroachments belonging to or permitted by **Owner** 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 **Owner** to remove such **Other Encroachments**, and if **Owner** refuses or fails to do so within a reasonable time, **Magellan's** may remove them from **Magellan's Easement Tract** to **Owner's Land** at **Owner's** expense, unless they are allowed to remain by a written agreement between **Magellan** and **Owner**. 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 **Owner**, and such **Other Encroachments** may not be repaired, replaced or rebuilt on **Magellan's Easement Tract** without a written agreement between **Magellan** and **Owner**.
  
  - (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

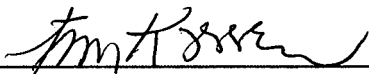
or suffer loss of value, **Owner** agrees to release **Magellan**, its affiliates, and its and their respective directors, officers, members, partners, shareholders, employees, agents and contractors from and against any and all liabilities, and damages or losses which may arise as a result of the damage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

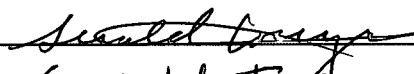
- 9. **Magellan Rights.** **Magellan** and **Owner** agree that the existence of the **Approved Encroachments** or this **Agreement** does not constitute a waiver of **Magellan's** rights under the **Easement**. **Magellan** hereby reserves and **Owner** hereby grants and confirms all of **Magellan's** 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.

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:

**STONE CREEK PLAZA, LLC.**

By:   
Name: Tim Kassen Sr. R.G. Rep  
Date: 8-20-16

By:   
Name: Gerald Tojezon  
Title: manager  
Date: August 16<sup>th</sup>, 2016

STATE OF OK )  
 )  
COUNTY OF Tulsa ) SS

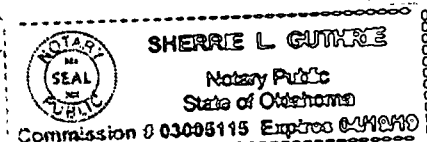
Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 20 day of Aug, 2016 personally appeared Tim Kassen, to me personally known to be the Authorized Signatory for MAGELLAN PIPELINE GP, LLC, a Delaware limited liability company, who being duly sworn did acknowledge 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.

[Signature]  
Notary Public  
**SHERRIE L. GUTHRIE**

My commission expires:

4-19-19



STATE OF Nebraska )  
 )  
COUNTY OF Sarpy ) SS

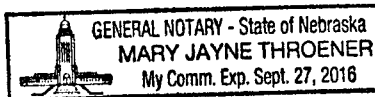
Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 16<sup>th</sup> day of August, 2016, personally appeared Gerald Torczon to me known personally to be the manager of STONE CREEK PLAZA, LLC., a Nebraska Limited Liability corporation, who being duly sworn did acknowledge to me that he executed the foregoing instrument on behalf of said STONE CREEK PLAZA, LLC, his free and voluntary act and deed of said corporation, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

Sept. 27, 2016





**EXHIBIT "A"**

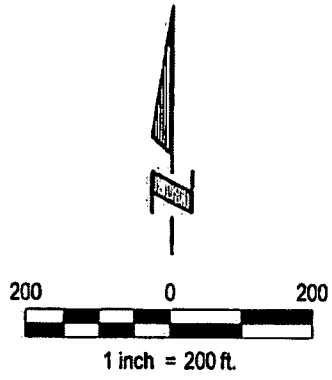
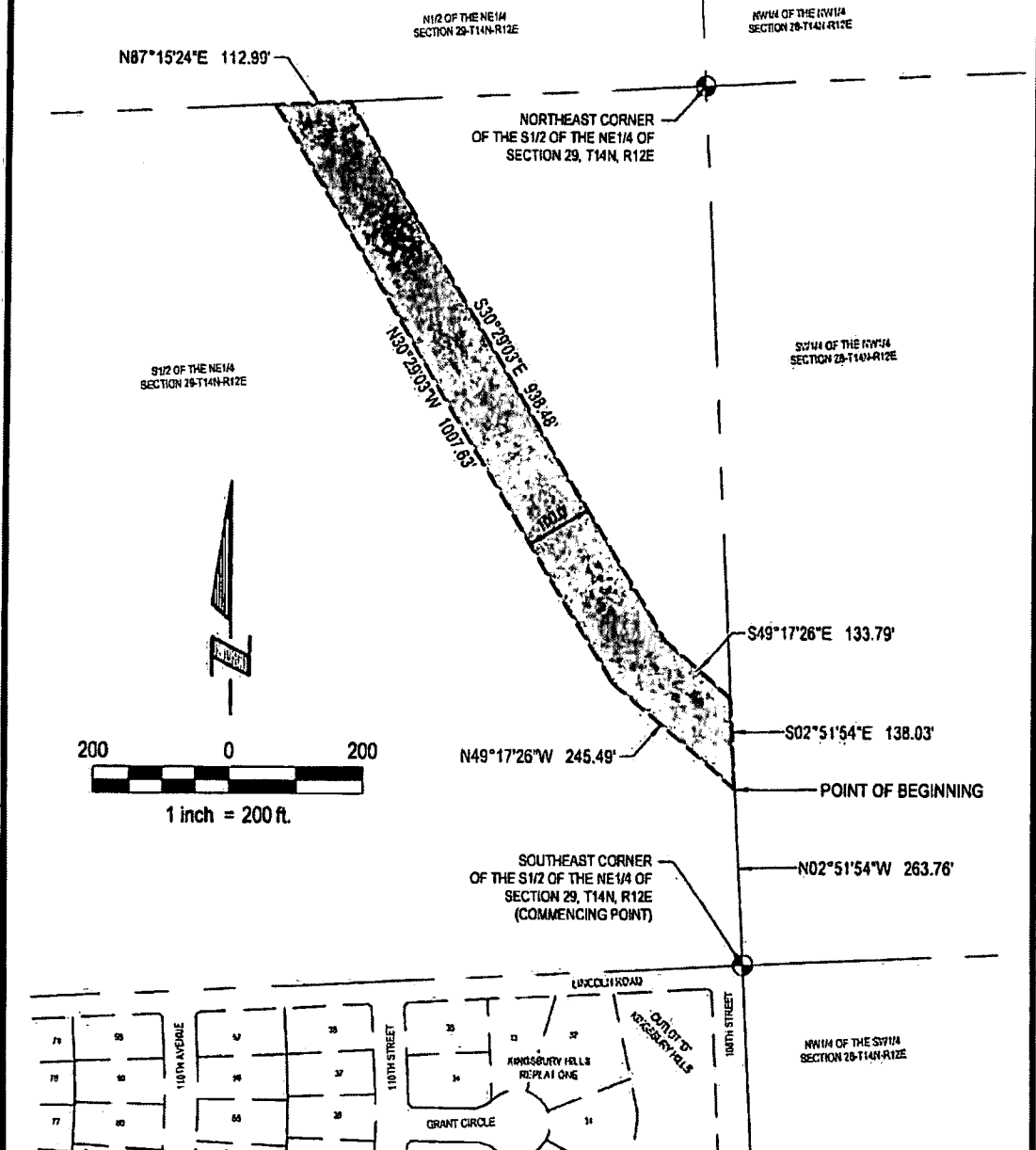
**{Being a portion of Magellan Pipeline Company, L.P. Tract 116-SA-21}**

**MPL Easement Tract Description**

The **MPL Easement Tract** crosses **Owner's land** which is situated in the Northeast Quarter, (NE/4) of Section 29, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska The **MPL Easement Tract** is described as being 100 feet in width, being 50 feet on each side of the centerline described below, which is along the axis of the **MPL Topeka to Sioux Falls No.2-6"** pipeline:

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**EXHIBIT "A"**



**LEGAL DESCRIPTION**

A 100 FOOT MAGELLAN PIPELINE EASEMENT LOCATED IN THE S1/2 OF THE NE1/4 OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID S1/2 OF THE NE1/4 OF SECTION 29; THENCE N02°51'54"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID S1/2 OF THE NE1/4 OF SECTION 29, A DISTANCE OF 263.76 FEET TO THE POINT OF BEGINNING; THENCE N49°17'26"W, A DISTANCE OF 245.49 FEET; THENCE N30°29'03"W, A DISTANCE OF 1007.63 FEET TO A POINT ON THE NORTH LINE OF SAID S1/2 OF THE NE1/4 OF SECTION 29; THENCE N87°15'24"E ALONG SAID NORTH LINE OF THE S1/2 OF THE NE1/4 OF SECTION 29, A DISTANCE OF 112.99 FEET; THENCE S30°29'03"E, A DISTANCE OF 938.48 FEET; THENCE S49°17'26"E, A DISTANCE OF 133.79 FEET TO A POINT ON SAID EAST LINE OF THE S1/2 OF THE NE1/4 OF SECTION 29; THENCE S02°51'54"E ALONG SAID EAST LINE OF THE S1/2 OF THE NE1/4 OF SECTION 29, A DISTANCE OF 138.03 FEET TO THE POINT OF BEGINNING.

SAID 100.00 FOOT MAGELLAN PIPELINE EASEMENT CONTAINS 116,270 SQUARE FEET OR 2.669 ACRES, MORE OR LESS.

	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 300 North 117th Street Omaha, NE 68154 Phone: 402.695.4700		<b>MAGELLAN PIPELINE EASEMENT</b>  SE1/4 OF THE NE1/4 SECTION 29-T14N-R12E  SARPY COUNTY, NEBRASKA	
	Drawn by: JRS	Chkd by:		Date: 09/29/2014
	Job No.: P2013.604.001			

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# EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 1 of 4

<p><b>MAGELLAN PIPELINE COMPANY, L.P.</b></p> <p><b>General Encroachment Requirements</b></p> <p><b>A. GENERAL</b> - These requirements define the minimum standards of practice for encroachments by a landowner (including any developer, business entity, utility company or individual working for, or on behalf of, or with permission of landowner) (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.</p> <p><b>1. Encroachment Definition.</b> An "encroachment" is any use of the land within Magellan's Easement Tract which could interfere with Magellan's Easement rights or which could create safety concerns for Magellan 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.</p> <p><b>2. Magellan Representative Required On-Site.</b> 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 Magellan pipelines or other facilities on</p>	<p>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.</p> <p><b>3. Magellan's Facilities.</b> Magellan's facilities include, but are not limited to, Easement, rights of way, pipelines, meter and valve sites, aboveground piping manifolds and cathodic protection systems.</p> <p><b>4. Land Use Change - Notification.</b> The landowner 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:</p> <ul style="list-style-type: none"> <li>• Change from pasture to cultivation</li> <li>• Change in depth of tilling (e.g. plowing deeper or deep-breaking the land)</li> <li>• Change in that terraces will be cut or re-cut</li> <li>• Change from agricultural use to residential, commercial or industrial use.</li> <li>• Change from residential to commercial or from commercial to industrial.</li> </ul> <p><b>5. Governmental Regulations and Industry Guidelines.</b> 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: <a href="http://www.commongroundalliance.com">www.commongroundalliance.com</a> (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 event of a conflict between laws and regulations, Magellan's policies and the Common Ground Alliance Best Practices, the following priority shall govern encroachments on Magellan's Easement Tract: 1st -- laws and regulations; 2nd -- Magellan policies; and 3rd -- Common Ground Alliance Best Practices.</p>	<p><b>B. MAGELLAN RIGHT OF WAY PRACTICE</b></p> <p><b>1. Personal Property and Fixtures To Be Kept Off of Magellan's Easement Tract.</b> In order to keep Magellan rights of way clear for operations, maintenance, inspection 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.</p> <p><b>2. Encroachments Subject to Being Cleared from Magellan's Easement Tract.</b> Subject to the terms of its Easement (including right of way agreement[s] and other written agreements), Magellan may keep Magellan's Easement Tract clear of items that may hinder the exercise of Magellan's rights to construct, operate, inspect, maintain, repair and access its pipelines and other facilities. Clearing of the Magellan's 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.</p> <p><b>C. ENCROACHMENT PLANNING</b></p> <p><b>1. Plan Review Required by Magellan.</b> For any encroachment, Magellan must be provided project plans to review and approve, <i>prior to the encroachment occurring</i>, for purposes of damage prevention.</p> <p><b>2. Submission of Complete Plans.</b> 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:</p> <ul style="list-style-type: none"> <li>• A plan view of the project with the pipeline(s) location included.</li> <li>• An illustration in profile of the existing surface elevations, the proposed surface elevations and the elevation of the Magellan pipeline(s).</li> <li>• A comprehensive utility/structure/grading plan depicting the relationship to the pipeline(s).</li> <li>• A proper legal description of the project location.</li> <li>• Complete landscaping plans.</li> <li>• Complete plans for backfilling and compaction of backfill material.</li> </ul> <p><b>3. Plans Must Show Magellan's Easement Tract, Pipelines and Facilities.</b> All construction plans (prints) showing lands where all or any part of Magellan's Easement Tract, any Magellan pipeline or facility is located must contain the</p>	<p>following:</p> <ul style="list-style-type: none"> <li>• Location and depth of all Magellan pipelines and facilities</li> <li>• The width of Magellan's Easement Tract</li> <li>• A standard warning statement <i>conspicuously displayed</i> containing the following language:</li> </ul> <p style="text-align: center;"><b>WARNING</b> <b>HIGH-PRESSURE PIPELINE(S)</b> <i>Excavation and/or Construction Prohibited Without compliance with State One-Call AND Without Written Permission From MAGELLAN PIPELINE COMPANY, L.P.</i></p> <p><b>4. Written Encroachment Agreement Required.</b> A written, fully executed Encroachment Agreement must be in place between Magellan and Owner before Owner commences work on any encroachment.</p> <p><b>5. Costs.</b> Unless otherwise agreed in writing, all costs to Magellan that result from any encroachment should be paid by Owner. Such costs shall include, but 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.</p> <p><b>6. Pipeline Integrity Inspection.</b> 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 encroachments.</p> <p><b>7. Soil On Magellan's Easement Tract -- Removing and Adding.</b> No soil shall be removed from or added to Magellan's Easement Tract without written authorization from Magellan. Any soil added must be clean (without contaminants, trash or debris) fill dirt and must be <i>limited in amount</i> so that the</p>	<p>resulting cover (vertical distance from the surface of the land to the top of Magellan's pipeline) is not greater than eight feet (8').</p> <p><b>8. Erosion Control Materials.</b> Erosion-control materials may be allowed on Magellan's Easement Tract for temporary periods of construction and restoration.</p> <p><b>9. Proof of Title to Property.</b> Magellan may require Owner to provide proof of current ownership of the land where the proposed encroachment is to be located. Such proof may be in the form of a Title Commitment, Title Policy, or a copy of a recorded Warranty Deed.</p> <p><b>10. Subdivision Plat.</b> Magellan requires a copy of the Subdivision Plat, if applicable. If the plat has been recorded, Magellan requires a copy indicating the book and the page of the recording.</p> <p><b>11. Location and Approximate Depth of Pipelines.</b> 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 approval by Magellan.</p> <p><b>12. Vertical Separation Between Magellan Pipeline or Facility and an Encroaching Object or Structure.</b> Vertical separation is defined in this document as the vertical distance between the outermost part of a Magellan 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).</p> <p><b>13. Construction Equipment Information.</b> Owner shall provide to Magellan information as to the type, size, and weight of construction equipment that will be used over or in the vicinity of the pipeline(s).</p> <p><b>D. ENCROACHMENT DESIGN REQUIREMENTS &amp; STANDARDS</b></p> <p><b>1. Risk of Loss and Damage.</b> Owner shall bear the risk of loss, damage and/or destruction to any structure, fence, landscaping or improvement placed within the boundaries of Magellan's Easement Tract and shall hold Magellan harmless</p>
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# EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 2 of 4

<p>for damages, destruction of structures and for 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.</p> <p><b>2. Buildings, Structures and Fences.</b></p> <p><b>a. Buildings and Structures.</b> 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.</p> <p><b>b. Septic System not permitted.</b> No septic-system, including any lateral lines will be permitted on Magellan's Easement Tract.</p> <p><b>c. Retaining Walls, Retaining walls</b> are not permitted on Magellan's Easement Tract.</p> <p><b>d. Fences.</b> No fence shall be constructed or maintained on Magellan's Easement Tract without a written agreement.</p> <p><b>e. Requirements for Fences.</b> If fencing on Magellan's Easement Tract is authorized by a written agreement with Magellan, the fencing must comply with the following:</p> <ol style="list-style-type: none"> <li><b>1) Not Parallel to Pipeline.</b> No fence shall be allowed to be constructed parallel closer than 10 feet to any Magellan pipeline, within the boundaries of Magellan's Easement Tract.</li> <li><b>2) Fence Posts Location.</b> No fence posts will be allowed to be within five (5) feet of any Magellan pipeline or facility.</li> <li><b>3) Gates Required.</b> 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.</li> <li><b>4) Angle of Fence Crossing.</b> It is preferred that fence crossings be as close to 90 degrees as possible.</li> </ol> <p><b>3. Landscaping, Elevation Changes and Water.</b></p> <p><b>a. Landscaping Definition.</b> 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</p>	<p>Magellan's Easement Tract.</p> <p><b>b. General Landscaping Requirements.</b> The following are the general rules for landscaping on Magellan's Easement Tract:</p> <ol style="list-style-type: none"> <li><b>1) Written Approval.</b> Landscaping proposed to be done on Magellan's Easement Tract must be approved by Magellan in a written <b>encroachment agreement.</b> 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.</li> <li><b>2) Trees Not Permitted.</b> Trees are not permitted on Magellan's Easement Tract.</li> <li><b>3) Shrubs.</b> 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.</li> <li><b>4) Irrigation Systems, Field Drain Lines, and Sidewalks.</b> Irrigation systems, field drain lines and sidewalks that are to cross a Magellan 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.</li> </ol> <p><b>c. No Water Bodies on Magellan's Easement Tract.</b> 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.</p> <p><b>d. Surface Grade and Elevation Changes.</b> Surface grade or elevation changes must be reviewed and approved in writing by Magellan.</p> <p><b>4. Foreign Pipeline &amp; Utility Crossings.</b> No foreign pipelines or utility lines of any type shall be allowed to be constructed parallel to any Magellan pipeline within the boundaries of Magellan's Easement Tract.</p> <p><b>a. Minimum Angle for Pipeline/Utility Crossing.</b> Any foreign pipeline or utility that is proposed to cross a Magellan pipeline must cross the Magellan pipeline at an angle as close to 90 degrees as possible, but in no event at an angle less than 45 degrees.</p> <p><b>b. Vertical Separation Requirements for Crossing.</b> Foreign pipeline(s), utilities (except high-voltage lines - see below) or flow lines should cross Magellan pipeline(s) 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 Magellan pipeline is to cross <b>below</b> the Magellan pipeline.</p> <p><b>c. Warning Tape Required.</b> When any foreign pipeline or utility line is proposed to cross a Magellan pipeline, Owner must place 6" wide McMaster-Carr No. 8288T12 or equal within Magellan's Easement Tract</p>	<p>in the following manner:</p> <ol style="list-style-type: none"> <li><b>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.</b> Additionally, the tape must be placed directly over (parallel to) and at least 15 inches above each Magellan pipeline that is crossed for a minimum distance which is the greater of:       <ol style="list-style-type: none"> <li><b>(a) a minimum distance of 20 feet on each side of the Magellan pipeline, or</b></li> <li><b>(b) across the entire width of Magellan's Easement Tract</b></li> </ol> </li> <li><b>2) The placement of warning tape on each side of Magellan pipeline(s) will not be required for utility cables that are installed using the directional drill or jacking method.</b></li> </ol> <p><b>d. Crossings By Metal Pipelines or Conduits.</b> Metallic pipe crossing Magellan pipeline(s) 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.</p> <p><b>e. Crossing Requirements.</b> Electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables should cross Magellan pipeline(s) with a <b>minimum of 24-inches of vertical separation.</b> All such lines must be covered with a <b>Concrete Slab</b> 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.</p> <p><b>f. Crossing Requirements For Lines Going Over a Magellan Pipeline.</b> In the event the electrical, fiber optic, local service communication, long distance carrier telephone, and utility cables cable crosses over a Magellan pipeline, such line shall be <b>encased in red concrete across the full width of Magellan's Easement Tract,</b> unless a variance is granted by Magellan, as set forth below.</p> <p><b>g. Written Authorization for Variance.</b> 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</p>	<p>encasement of high-voltage electrical lines in red concrete.</p> <p><b>h. Utility Poles and Guy Anchors.</b> 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 Magellan pipeline. Poles shall not be allowed to run parallel to a Magellan pipeline within the Magellan Easement Tract.</p> <p><b>i. Directional Drilling / Boring.</b></p> <ol style="list-style-type: none"> <li><b>1) Prior to commencing any horizontal directional drilling, Owner shall submit plans showing procedure and material descriptions for Magellan's approval.</b> The plans and description shall include, but not be limited to the following:       <ul style="list-style-type: none"> <li>• Profile and plan showing location of entry and exit points</li> <li>• Work space required to perform the work</li> <li>• Mud containment and disposal sites</li> </ul> </li> <li><b>2) Owner shall positively locate and stake the location of Magellan's existing pipelines and other underground facilities, including exposing any facilities located within 10 feet of the designed drilled path.</b> Prior to commencing drilling operations, Owner shall modify drilling practices and down-hole assemblies to prevent damage to Magellan's existing pipelines and other facilities. Owner shall be responsible for losses and repairs occasioned by damage all Magellan pipelines and other facilities resulting from drilling or boring operations.</li> <li><b>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.</b> 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.</li> </ol> <p><b>4) Pilot Hole.</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• If tolerances are not specified in the plan and profile drawings, the pilot hole shall have the following tolerances:</li> </ul>	<ul style="list-style-type: none"> <li>• Elevation of +0 feet and -15 feet</li> <li>• Alignment of +/-20 feet as long as it does not come to within 10 feet of Magellan's pipeline</li> <li>• Initial penetration of ground surface at exact location shown in the plan and profile drawings</li> <li>• 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</li> <li>• 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:  <math display="block">R_{drilled} = (L_{drilled}/A_{avg}) \times 180/r</math>       Where: <math>R_{drilled}</math> = drilled radius over <math>L_{drilled}</math>  <math>L_{drilled}</math> = length drilled; No less than 75 feet and no greater than 100 feet  <math>A_{avg}</math> = total change in angle over <math>L_{drilled}</math></li> <li>• 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.</li> </ul> <p><b>5) Drilling Fluids,</b></p> <ul style="list-style-type: none"> <li>• The composition of drilling fluids proposed for use shall comply with all applicable laws and regulations.</li> <li>• Owner is responsible for obtaining, transporting and storing any water required for drilling fluids.</li> <li>• 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 <b>not</b> be disposed of by placing fluids on or under the surface of Magellan's Easement Tract.</li> <li>• 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</li> </ul>
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# EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 3 of 4

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 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 Magellan's pipeline.

**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 Magellan 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 Magellan's pipeline 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 to 90 degrees to Magellan pipeline(s) as possible, 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):

Location of Pipeline	Minimum Compacted Cover Over Top of Pipeline
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):

Location of Pipeline	Minimum Compacted Cover Over Top of Pipelines
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 Magellan 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 Magellan's pipeline 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 Magellan pipelines, 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 vehicles 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 Magellan's 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 Magellan pipeline with a waterway (river, stream, creek, irrigation canal, drainage ditch), such crossing must result in Magellan's 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 to 90 degrees to Magellan pipeline(s) as possible, 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 a Magellan pipeline, facility or appurtenance

3) **Adding Weight to Pipeline for Negative Buoyancy.** Owner shall bear the cost of Magellan adding sufficient weight or mechanical devices to any Magellan pipeline 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 its pipelines or facilities. 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 the 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 1/3/2004). Owner is required to acquire and call the appropriate One-Call number(s) for its location of activity.

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# EXHIBIT "B" TO ENCROACHMENT AGREEMENT, 4 of 4

Current "ONE-CALL" numbers and information can be found on each state's "ONE-CALL" website:

Arkansas - www.arkonecall.com/ - 800 482-8998  
 Colorado - www.uncc2.org/ - 800 922-1987  
 Illinois - www.illinois1call.com/ - 800 892-0123  
 Iowa - www.iowaonecall.com/ - 800 292-8989  
 Kansas - www.kansasonecall.com/ - 800 344-7233  
 Minnesota - www.gopherstateonecall.org/ - 800 252-1166  
 Missouri - www.mo1call.com/ - 800 344-7483  
 Nebraska - www.ne-diggers.com/ - 800 331-5666  
 North Dakota - www.ndonecall.com/ - 800 795-0555  
 Oklahoma - www.callokie.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

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 the Magellan 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).

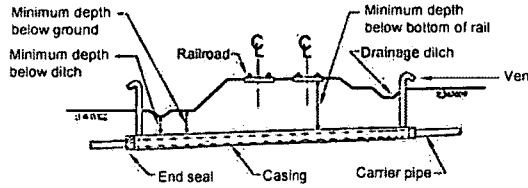
**5. Removal of Side-Cutting Teeth from Equipment.** Side-cutting teeth shall be removed from buckets of excavating equipment:

**6. Parallel Excavating Required.** When, in preparation for crossing any Magellan pipeline with any other pipeline or with electric line, communication line, roadway or any other structure or facility, Owner needs to locate a Magellan pipeline by use of mechanical means, Owner must perform such locating activity by excavating parallel to the Magellan pipeline with such mechanical means, but

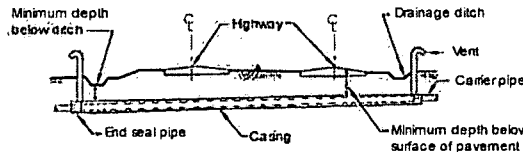
shall cease using the mechanical means when it reaches a point within two feet of the Magellan pipeline (see next provision).

**7. Exposing Pipeline by Hand.** Excavating within 2 feet of any Magellan pipeline 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 Magellan pipeline.

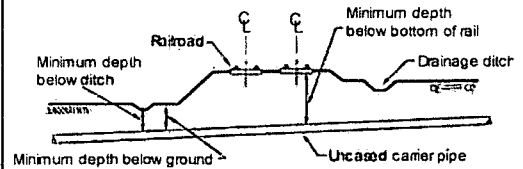
## RAILROAD AND HIGHWAY CROSSINGS



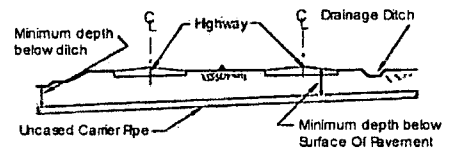
CASED RAILROAD CROSSING  
FIGURE 1



CASED HIGHWAY CROSSING  
FIGURE 2



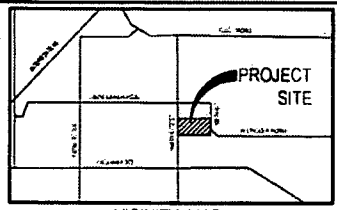
UNCASED RAILROAD CROSSING  
FIGURE 3



UNCASED HIGHWAY CROSSING  
FIGURE 4

2016-2809 N

EXHIBIT "C"



### GRANITE FALLS NORTH

LOTS 1-178 INCLUSIVE AND OUTLOTS "A"-"L"

**LEGAL DESCRIPTION**  
 A TRACT OF LAND LOCATED IN PART OF THE SW 1/4 OF SECTION 28, AND TOGETHER WITH LINCOLN ROAD RIGHT-OF-WAY LOCATED IN PART OF THE SW 1/4 OF SAID SECTION 28, BOTH LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARRY COUNTY, NEBRASKA  
 SAID TRACTS OF LAND CONTAIN 8 SOUTH SQUARE FEET OR 1/16 AN ACRES, MORE OR FEWER  
 OWNERS: ROBERT HAUG AND PAUL A. HAUG TRUSTEES  
 1302 HIGHWAY 219  
 PAVILLION, NE 68066  
 PLATT: STONE CREEK PLAZA, LLC  
 1308 140TH STREET, SUITE 101  
 OMAHA, NE 68138  
 EASTING PROVIDED: AS TO LOTS 1-178 AND OUTLOTS "A"-"L"

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	17,323	18	8,520	35	10,917	52	8,520	69	8,743	86	12,808	103	12,808	120	12,808	137	12,808	154	12,808
2	18,240	19	8,520	36	10,917	53	14,264	70	8,743	87	12,808	104	12,808	121	12,808	138	12,808	155	12,808
3	18,241	20	8,520	37	8,520	54	14,264	71	8,743	88	14,264	105	12,808	122	12,808	139	12,808	156	12,808
4	18,242	21	8,520	38	8,520	55	14,264	72	8,743	89	14,264	106	12,808	123	12,808	140	12,808	157	12,808
5	8,123	22	14,264	39	14,264	56	14,264	73	8,743	90	14,264	107	12,808	124	12,808	141	12,808	158	12,808
6	7,774	23	14,264	40	14,264	57	14,264	74	8,743	91	14,264	108	12,808	125	12,808	142	12,808	159	12,808
7	8,880	24	14,264	41	14,264	58	14,264	75	8,743	92	14,264	109	12,808	126	12,808	143	12,808	160	12,808
8	8,880	25	14,264	42	14,264	59	14,264	76	8,743	93	14,264	110	12,808	127	12,808	144	12,808	161	12,808
9	8,821	26	14,264	43	14,264	60	14,264	77	8,743	94	14,264	111	12,808	128	12,808	145	12,808	162	12,808
10	8,821	27	14,264	44	14,264	61	14,264	78	8,743	95	14,264	112	12,808	129	12,808	146	12,808	163	12,808
11	8,821	28	14,264	45	14,264	62	14,264	79	8,743	96	14,264	113	12,808	130	12,808	147	12,808	164	12,808
12	8,821	29	14,264	46	14,264	63	14,264	80	14,264	97	14,264	114	12,808	131	12,808	148	12,808	165	12,808
13	8,821	30	14,264	47	14,264	64	14,264	81	14,264	98	14,264	115	12,808	132	12,808	149	12,808	166	12,808
14	8,821	31	14,264	48	14,264	65	14,264	82	14,264	99	14,264	116	12,808	133	12,808	150	12,808	167	12,808
15	8,821	32	14,264	49	14,264	66	14,264	83	14,264	100	14,264	117	12,808	134	12,808	151	12,808	168	12,808
16	8,821	33	14,264	50	14,264	67	14,264	84	14,264	101	14,264	118	12,808	135	12,808	152	12,808	169	12,808
17	8,821	34	14,264	51	14,264	68	14,264	85	14,264	102	14,264	119	12,808	136	12,808	153	12,808	170	12,808
18	8,821	35	14,264	52	14,264	69	14,264	86	14,264	103	14,264	120	12,808	137	12,808	154	12,808	171	12,808
19	8,821	36	14,264	53	14,264	70	14,264	87	14,264	104	14,264	121	12,808	138	12,808	155	12,808	172	12,808
20	8,821	37	14,264	54	14,264	71	14,264	88	14,264	105	14,264	122	12,808	139	12,808	156	12,808	173	12,808
21	8,821	38	14,264	55	14,264	72	14,264	89	14,264	106	14,264	123	12,808	140	12,808	157	12,808	174	12,808
22	8,821	39	14,264	56	14,264	73	14,264	90	14,264	107	14,264	124	12,808	141	12,808	158	12,808	175	12,808
23	8,821	40	14,264	57	14,264	74	14,264	91	14,264	108	14,264	125	12,808	142	12,808	159	12,808	176	12,808
24	8,821	41	14,264	58	14,264	75	14,264	92	14,264	109	14,264	126	12,808	143	12,808	160	12,808	177	12,808
25	8,821	42	14,264	59	14,264	76	14,264	93	14,264	110	14,264	127	12,808	144	12,808	161	12,808	178	12,808
26	8,821	43	14,264	60	14,264	77	14,264	94	14,264	111	14,264	128	12,808	145	12,808	162	12,808	179	12,808
27	8,821	44	14,264	61	14,264	78	14,264	95	14,264	112	14,264	129	12,808	146	12,808	163	12,808	180	12,808
28	8,821	45	14,264	62	14,264	79	14,264	96	14,264	113	14,264	130	12,808	147	12,808	164	12,808	181	12,808
29	8,821	46	14,264	63	14,264	80	14,264	97	14,264	114	14,264	131	12,808	148	12,808	165	12,808	182	12,808
30	8,821	47	14,264	64	14,264	81	14,264	98	14,264	115	14,264	132	12,808	149	12,808	166	12,808	183	12,808
31	8,821	48	14,264	65	14,264	82	14,264	99	14,264	116	14,264	133	12,808	150	12,808	167	12,808	184	12,808
32	8,821	49	14,264	66	14,264	83	14,264	100	14,264	117	14,264	134	12,808	151	12,808	168	12,808	185	12,808
33	8,821	50	14,264	67	14,264	84	14,264	101	14,264	118	14,264	135	12,808	152	12,808	169	12,808	186	12,808
34	8,821	51	14,264	68	14,264	85	14,264	102	14,264	119	14,264	136	12,808	153	12,808	170	12,808	187	12,808
35	8,821	52	14,264	69	14,264	86	14,264	103	14,264	120	14,264	137	12,808	154	12,808	171	12,808	188	12,808
36	8,821	53	14,264	70	14,264	87	14,264	104	14,264	121	14,264	138	12,808	155	12,808	172	12,808	189	12,808
37	8,821	54	14,264	71	14,264	88	14,264	105	14,264	122	14,264	139	12,808	156	12,808	173	12,808	190	12,808
38	8,821	55	14,264	72	14,264	89	14,264	106	14,264	123	14,264	140	12,808	157	12,808	174	12,808	191	12,808
39	8,821	56	14,264	73	14,264	90	14,264	107	14,264	124	14,264	141	12,808	158	12,808	175	12,808	192	12,808
40	8,821	57	14,264	74	14,264	91	14,264	108	14,264	125	14,264	142	12,808	159	12,808	176	12,808	193	12,808
41	8,821	58	14,264	75	14,264	92	14,264	109	14,264	126	14,264	143	12,808	160	12,808	177	12,808	194	12,808
42	8,821	59	14,264	76	14,264	93	14,264	110	14,264	127	14,264	144	12,808	161	12,808	178	12,808	195	12,808
43	8,821	60	14,264	77	14,264	94	14,264	111	14,264	128	14,264	145	12,808	162	12,808	179	12,808	196	12,808
44	8,821	61	14,264	78	14,264	95	14,264	112	14,264	129	14,264	146	12,808	163	12,808	180	12,808	197	12,808
45	8,821	62	14,264	79	14,264	96	14,264	113	14,264	130	14,264	147	12,808	164	12,808	181	12,808	198	12,808
46	8,821	63	14,264	80	14,264	97	14,264	114	14,264	131	14,264	148	12,808	165	12,808	182	12,808	199	12,808
47	8,821	64	14,264	81	14,264	98	14,264	115	14,264	132	14,264	149	12,808	166	12,808	183	12,808	200	12,808
48	8,821	65	14,264	82	14,264	99	14,264	116	14,264	133	14,264	150	12,808	167	12,808	184	12,808	201	12,808
49	8,821	66	14,264	83	14,264	100	14,264	117	14,264	134	14,264	151	12,808	168	12,808	185	12,808	202	12,808
50	8,821	67	14,264	84	14,264	101	14,264	118	14,264	135	14,264	152	12,808	169	12,808	186	12,808	203	12,808
51	8,821	68	14,264	85	14,264	102	14,264	119	14,264	136	14,264	153	12,808	170	12,808	187	12,808	204	12,808
52	8,821	69	14,264	86	14,264	103	14,264	120	14,264	137	14,264	154	12,808	171	12,808	188	12,808	205	12,808
53	8,821	70	14,264	87	14,264	104	14,264	121	14,264	138	14,264	155	12,808	172	12,808	189	12,808	206	12,808
54	8,821	71	14,264	88	14,264	105	14,264	122	14,264	139	14,264	156	12,808	173	12,808	190	12,808	207	12,808
55	8,821	72	14,264	89	14,264	106	14,264	123	14,264	140	14,264	157	12,808	174	12,808	191	12,808	208	12,808
56	8,821	73	14,264	90	14,264	107	14,264	124	14,264	141	14,264	158	12,808	175	12,808	192	12,808	209	12,808
57	8,821	74	14,264	91	14,264	108	14,264	125	14,264	142	14,264	159	12,808	176	12,808	193	12,808	210	12,808
58	8,821	75	14,264	92	14,264	109	14,264	126	14,264	143	14,264	160	12,808	177	12,808	194	12,808	211	12,808
59	8,821	76	14,264	93	14,264	110	14,264	127	14,264	144	14,264	161	12,808	178	12,808	195	12,808	212	12,808
60	8,821	77	14,264	94	14,264	111	14,264	128	14,264	145	14,264	162	12,808	179	12,808	196	12,808	213	12,808
61	8,821	78	14,264	95	14,264	112	14,264	129	14,264	146									