

**LICENSE AGREEMENT**

Tract: **CRAW(2)-35, CRAW(3)-47**

Counties: **Will**

State: Illinois

**THIS LICENSE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Natural Gas Pipeline Company of America LLC**, a Delaware limited liability company, with a mailing address of 1001 Louisiana St., Suite 1000, Houston, TX 77002 (hereinafter referred to as "Natural" or "Licensor") and the **Village of Romeoville**, with an office at 1050 W Romeo Rd, Romeoville, IL 60446. (hereinafter referred to as "Licensee").

**WITNESSETH**

WHEREAS, Natural is the fee owner of a tract of land described in that certain Deed dated April 27, 1955 and Recorded April 28, 1955 as Document 772448 in Deed Book/Page 1532/502 by the Will County Recorder of Deeds, Illinois, pursuant to which the Licensor operates and maintains certain natural gas pipeline facilities, equipment, and appurtenances situated in Will County, Illinois, hereinafter referred to as "Natural's Property"

WHEREAS, Natural has constructed, operates and maintains certain high pressure natural gas pipelines, facilities equipment, and appurtenances on Natural's Property; and

WHEREAS, Natural has granted leases, lease agreements and easements to various parties to use and occupy portions of Natural's Property; and

WHEREAS, Licensee has requested that Natural grant to Licensee a license to construct, operate, maintain, repair, replace and/or remove a bike path crossing perpendicularly upon a portion of Natural's Property as shown and detailed on the drawing attached hereto as Exhibit "A" and made a part hereof, as though fully set forth herein;

WHEREAS, Natural is willing to grant such a license subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the initial payment of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the covenants and conditions hereinafter contained, Natural does hereby grant, **without warranty of any kind or type**, unto Licensee a license to construct, operate, maintain, repair, replace a bike path, (hereinafter referred to as the "Facilities"), in, under, upon and across Natural's Property pursuant to the specifications set forth on Exhibit "A".

This License permitted by Natural to Licensee is permitted upon the following express conditions and provisions, which Natural and Licensee expressly acknowledge, undertake and agree to fulfill and discharge; to-wit:

1. **USE.**

(a) This License is subject to all existing and future encumbrances, leases, license agreements and/or easements of record or issued by Natural or its predecessors in title, provided that the future encumbrances, leases, license agreements and/or easements do not materially interfere with the rights conferred upon Licensee hereunder. In the event of a conflict, Licensee agrees to work with Natural, and with the holder of any such conflicting rights, to resolve the conflict.

(b) Licensee agrees that its Facilities shall be constructed pursuant to the specifications set forth on Exhibit "B" and those further specifications and requirements set forth in this Agreement or as otherwise required by Natural.

(c) Licensee hereby acknowledges that Licensee does not have authorization to construct and maintain any additional facilities on Natural's Property other than the Facilities referenced herein. Licensee further acknowledges that it shall not locate any structures, including but not limited to, lights, signs, benches, water fountains, etc. on Natural's Property. Licensee further acknowledges that it cannot change the grade or drainage on Natural's Property without the prior written consent of Natural.

(d) The rights of Natural to utilize Natural's Property will, at all times, be and remain paramount to the rights herein granted to Licensee by Natural. Natural, at all times, shall have free and unrestricted use of its land and access to its land for its employees, agents, contractors, subcontractors, representatives, assigns and Licensees, and Natural shall not be liable to any extent for any damages to Licensee's Facilities that Licensee may make or install on Natural

(e) Property that may be occasioned as a result of the use of Natural's Property by Natural, its employees, agents, contractors, representatives, assigns and Licensees, or damages to Licensee's Facilities caused by or on account of Natural's maintenance, replacement, removal or installation of any of Natural's facilities on Natural's Property, except to the extent such damage, injury or loss is caused in whole or in part by the gross negligence or willful misconduct of Natural.

(f) Licensee shall not cause Natural's Property to be encumbered, pledged or used as any form of security and/or collateral for any reason.

(g) Licensee hereby agrees it will not suffer or permit any mechanic's lien or other such lien to attach to Natural's Property, by reason of any improvements upon or alterations to Natural's Property or work done thereon by or upon the order of Licensee, and will save Natural harmless from any such lien or claim therefore and from any and all costs or expenses incurred in connection with any such lien or claim. Should any such lien be placed upon Natural's Property, Licensee will immediately at its sole cost obtain the discharge of same or, at its option Natural may itself discharge any such lien, and Licensee shall promptly reimburse Natural for same. In the event that Licensee does not so reimburse Natural within thirty (30) days of Natural's demand for such reimbursement, then Natural may, at its option by

written notice, at any time terminate this license. Any such termination shall not be deemed a waiver of any other remedies of which Natural may be entitled under this license or at law.

(h) Licensee agrees not to plant any trees or shrubs on Natural's Property.

## **2. CONSTRUCTION AND MAINTENANCE ON NATURAL'S PROPERTY.**

(a) Subject to the provisions of Section 1(d) above, in the event Natural shall, at any time, desire or be required to construct, reconstruct or alter the grade or location of its pipeline or other facilities upon Natural's Property, or in the event Natural shall, at any time, desire to construct additional pipelines, appurtenances or other facilities upon Natural's Property, and if, in the judgment of Natural, it is necessary that the Facilities be temporarily closed, altered or interfered with in any way, or if for any other reason Natural deems it necessary to take such action, Natural shall, to the extent determined by Natural to be practical, notify Licensee of the necessity for such action and use reasonable efforts to minimize the interference or alteration of the Facilities.

(b) Notwithstanding the foregoing, the Facilities may be temporarily closed, altered or interfered with to the extent reasonably necessary to accommodate Natural's present or future facilities on Natural's Property.

## **3. CONSTRUCTION.**

(a) Licensee agrees to pay all damages to the facilities of Natural caused by the construction, operation, maintenance, repair, replacement or removal of the Facilities as referenced herein. Licensee further agrees and warrants that it will construct, operate, maintain, repair, replace and remove the Facilities in accordance with industry practice and standards, and with all statutes and regulations of any government entity having jurisdiction.

(b) Licensee and its employees shall conform, and Licensee hereby agrees to contractually require its agents, contractors, subcontractors or other invitees to conform, to all requirements of this License and Licensee shall maintain a copy of this License on the job site at all times during the installation of the Facilities. Such copy will be available to Natural's representative upon request.

(c) Licensee shall not excavate on Natural's Property for any purpose without giving Natural forty-eight (48) hours' notice, by telephone at 815-693-1179, and shall not conduct any excavation outside the presence of Natural's representative, and Licensee agrees upon request to reimburse Natural for the service of such representative or representatives.

(d) If Licensee or its representatives perform any grading, leveling, digging or excavation work on Natural Property, Licensee will notify Illinois One Call (811) at least forty eight (48) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on Natural's Property.

(e) For all proposed construction activities within twenty-five (25') feet of Natural's facilities, the Licensee shall cover all costs for an approved third party damage prevention inspector (Natural's Representative) for the duration of the project. Standard negotiated rates are published on a yearly basis and are available upon request. Costs include; daily or weekly rates, project expenses such as mileage, logging, and necessary equipment to perform duties. The third party Damage Prevention Inspector must be approved by Natural

prior to commencing the project. No work as approved herein shall be performed within twenty-five feet (25') of any pipeline or facility of Natural without Natural representative being on-site. All digging within twenty-five (25') feet of any pipeline or facility of Natural shall be monitored by Natural's representative. All digging within three (3') feet of any pipeline or facility of Natural shall be performed by hand. In the event that contact is made with Natural's pipeline, said contact shall be reported immediately to Natural's representative.

(f) Natural's representative may require temporary discontinuation of any construction activity or other activity that in his/her sole opinion endangers Natural's pipeline or facilities. Thereafter, the representative shall consult with Licensee and Licensee shall satisfy all concerns of Natural's on-site representative prior to Natural authorizing continuing construction or other activities.

(g) All earth-moving equipment and other heavy equipment working on Natural's Property must be approved by Natural's representative.

(h) No material, fill, spoil, pipe or other material shall be stored on Natural's Property.

(i) Licensee agrees that other than the Facilities referenced herein, Natural's Property will not be used for access, parking and/or storage by Licensee, its contractors or subcontractors.

(j) The existing grade and/or ground cover on Natural's Property shall not be altered or reduced without Natural's written consent, and if it is altered or reduced, upon completion of construction, Licensee agrees to restore all disturbed areas on Natural's Property other than the areas associated with the Facilities, as nearly as practicable to their original condition at Licensee's sole cost and expense.

(k) The Facilities constructed pursuant hereto must maintain a constant elevation across the entire width of Natural's Property.

(l) Except as specifically set forth in Exhibit "A", the Village of Romeoville shall construct, own, operate, maintain, use and remove the Licensed Encroachment in accordance with Company's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which is attached hereto as Exhibit "C" and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five (25) feet of Company Facilities or within the Company Property.**

(m) The natural drainage of Natural's Property, and that of adjoining landowners, shall not be impeded during and/or after construction of the Facilities.

(n) All drain tile, fences and other similar facilities of Natural that are damaged or destroyed shall be repaired or replaced in good and workmanlike manner by Licensee at its own cost and expense.

#### **4. INDEMNITY.**

(a) Licensee agrees to defend, indemnify and hold harmless Natural, its successors, assigns, directors, officers, employees, its parents, affiliates and subsidiaries against and from any and all claims, actions, causes of actions, suits, demands, damages,

losses or liability whatsoever, including but not limited to reasonable attorney and expert fees and investigation costs ("Claims") arising out of, incidental to, or otherwise related in any way to the use of Natural's Property by Licensee, its agents, contractors, subcontractors, employees, invitees and/or its licensees including, without limitation, Claims for contribution or Claims of any governmental entity under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., whether such Claims are brought during or after the term of this Agreement or whether such claims are caused by or contributed to by the joint or concurring negligence of Natural, its agents, employees, contractors or subcontractors, except to the extent such damage, injury or loss is caused in whole or in part by the gross negligence or willful misconduct of Natural.

(b) Natural shall not be responsible to Licensee for special, consequential, indirect or similar damages, including lost profits, that might arise in the event Natural, its agents employees, contractors or subcontractors damage the Facilities, require temporary closure of the Facilities or breach this License Agreement.

(c) Licensee shall expressly include Natural as a protected and/or released party in any and all waivers or releases of liability or other similar documents signed by participants, spectators or other users of Licensee's property.

## **5. INSURANCE.**

- A. (a) Licensee agrees to maintain; at its own cost and expense such insurance as will protect Natural from all claims for damages to persons and to property that may arise from any operations under this License. Nothing contained in this insurance section is intended to limit or alter the liability of each of the parties as outlined in the indemnity section above. Licensee shall purchase and maintain insurance, during the entire term of this License the following types of insurance policies and the minimum limits of insurance coverage listed in subsections A, B & C as listed below: Worker's Compensation and Employer's Liability Insurance, in accordance with all applicable state and federal laws, and specifically including the following:
- 1) Employer's Liability, including Occupational Disease, subject to a limit of liability of not less than \$5,000,000.00 per accident.
  - 2) If Licensee performs work on or adjacent to navigable waterways, Licensee shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers Compensation Act and, if an exposure exists, the Jones Act.
  - 3) Waiver of Subrogation in favor of Natural.
- B. Commercial General Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$5,000,000.00 per occurrence. Such insurance shall include the following:
- 1) Contractual Liability, insuring the indemnity agreements contained in this Agreement.
  - 2) Coverage for damage due to collapse of, or structural injury to, any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work, or

dredging; to moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels or any other property below the surface of the ground.

3) Coverage for sudden and accidental pollution liability.

C. Comprehensive Automobile Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$5,000,000.00. Such coverage shall include owned, hired and non-owned vehicles.

Insurance in Paragraphs B and C shall: 1) include Natural as an Additional Insured; 2) be primary (as opposed to excess) and non-contributing to all other insurance or self-insurance programs maintained by Natural; and 3) not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to Licensee. Licensee agrees to waive all rights of subrogation against Natural, and shall include waivers of subrogation in favor of Natural on all insurance policies required in subsection A, B and C.

Licensee agrees that the insurer(s) providing such insurance, including contractor and sub-contractor insurance shall have an A.M. Best rating of at least A-/VIII. Prior to the commencement of any work on the Facilities and during the entire term of this License, Licensee shall furnish a certificate of insurance (or renewal certificate) in a form satisfactory to Natural, evidencing insurance coverage as indicated above. Such certificate or certificates shall contain a statement by the insurer that it will give Natural written notice at least thirty (30) days prior to the termination of, or any reduction in, any of the insurance required by this License and ten (10) day notice for non-payment of premium. Licensee agrees that if it fails to maintain insurance coverage that it will be cause for immediate termination and cancellation of this License upon notice to Licensee.

Before commencing any performance under this License, each contractor or subcontractor shall furnish Natural with Certificates of Insurance evidencing insurance coverage and provisions provided for in this License. Failure to furnish such evidence of insurance coverage shall not be considered a waiver by Natural of such coverage. All deductibles, self-insured retentions and self-insurance carried by the contractors and subcontractors under their insurance programs are the sole responsibility of the contractor or subcontractor and will not be borne in any way by Natural. Licensee, contractors and subcontractors will indemnify Natural, in full, for any amounts related to the above.

## **6. TERMINATION.**

(a) Except as to the period of time commencing as of the date of execution of this License and continuing until the Facilities are in use, in the event that Licensee shall cease to use said Facilities for a period of twelve (12) consecutive months, all rights granted to Licensee hereunder shall cease and terminate. Upon such cessation and termination of Licensee's rights, Licensee shall remove said Facilities within six (6) months of the date of termination of its rights under this License. Should Licensee fail to do so, Natural may remove same, at Licensee's risk, and the cost thereof shall be borne by Licensee.

(b) In the event of Licensee's breach of any covenant, condition or other obligation of Licensee under this License, this License shall terminate upon thirty (30) days written notice from Natural to Licensee informing Licensee of termination of this License due to

such breach, provided, however, that if Licensee fully cures such breach within the referenced thirty (30) days period, this License shall not terminate because of such breach. The determination as to whether a breach has been fully cured shall be in Natural's sole discretion, and further provided that this cure provision shall not in any way diminish Natural's rights as stated in Section 2(d) or Section 3. Natural's exercise of its right to terminate this License shall not excuse Licensee from the fulfillment or satisfaction of any obligation under this License which has accrued prior to Natural's termination of the same. Upon termination of this License, Licensee shall remove all of its property, if any, within any time specified by Natural, but in no event later than six (6) months after the date of termination. In effecting such removal, the premises shall be restored by Licensee to a condition satisfactory to Natural. If Licensee shall fail to make the removal in the manner and time set forth in the notice given, Natural may make the removal and make said restoration, all at the sole risk, cost and expense of Licensee.

(c) Licensee shall be liable for and shall reimburse Natural upon demand for all reasonable attorney's fees, costs and expenses (including expert witness fees) incurred by Natural in enforcing Licensee's obligations under this License, whether or not Natural files legal proceedings in connection therewith.

**7. TAXES AND ASSESSMENTS.**

Licensee shall pay all taxes and assessments levied on account of any and all improvements placed thereon by Licensee during the term of this License, and Licensee, upon presentation by Natural of bills for the amount thereof, shall reimburse Natural within thirty (30) days of receiving said bills for any such taxes, license fees or other charges which may be paid by Natural. In the event that Licensee does not reimburse Natural, then this License shall terminate pursuant to the provisions of Section 6.

**8. NOTICES.**

All notices and communications to Natural shall be sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service addressed to: Natural Gas Pipeline Company, L.L.C., Attn: Land & ROW Dept., 1001 Louisiana St., Houston, TX 77002, or at such other place as Natural may, from time to time, designate in writing. All notices and communications to Licensee shall be sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service addressed to: Attn: John D Noak, Village of Romeoville, 1050 W Romeo Rd, Romeoville, IL 60446 or at such place as Licensee may, from time to time, designate in writing.

**9. SUCCESSORS AND ASSIGNS.**

This License shall be binding on and shall inure to the benefit of Licensor and Licensee and their respective successors and assigns subject to the terms herein. This License is not assignable or transferable by Licensee except to an entity wholly owned by Licensee and subject to the written approval of Natural. Any attempt to assign or transfer this License by Licensee in violation of these provisions shall void or terminate this License, without the necessity of any notice or action by Natural.

**10. NON-WAIVER OF COVENANTS.**

The failure of a party to enforce or the delay in enforcing any term of this License shall not be deemed a waiver of any provision herein. No waiver of any breach of any of the

covenants of this License shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Natural of any of the fees or charges set forth in this License shall not constitute a waiver of any breach or violation of the terms or conditions of this License.

**11. AUTHORITY.**

Licensee represents and warrants that it has the authority to enter into this License and that no further authority or approvals are necessary to make this License valid and enforceable.

**12. RECORDING.**

This License is personal to Licensee, and shall not be placed of public record, nor shall it be assigned or transferred in any manner without the express written approval and consent of Natural.

**13. ENTIRE AGREEMENT.**

This License and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this License shall be binding upon Licensor or Licensee unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have mutually executed this License Agreement, as of the day and year first above written.

**Natural Gas Pipeline Company of America LLC., Licensor**

By:  \_\_\_\_\_

Name: Tony Sala \_\_\_\_\_

Title: VP - Row \_\_\_\_\_

Witness:  \_\_\_\_\_

**Village of Romeoville, Illinois, Licensee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: MAYOR \_\_\_\_\_

Witness: \_\_\_\_\_

SECTION 5, TOWNSHIP 36, RANGE 10  
 SECTION 6, TOWNSHIP 36, RANGE 10  
 SECTION 7, TOWNSHIP 36, RANGE 10  
 SECTION 12, TOWNSHIP 36, RANGE 9  
 SECTION 33, TOWNSHIP 37, RANGE 10

# VILLAGE OF ROMEOVILLE, ILLINOIS

## MULTI-USE PATH CONNECTIONS

### VARIOUS LOCATIONS

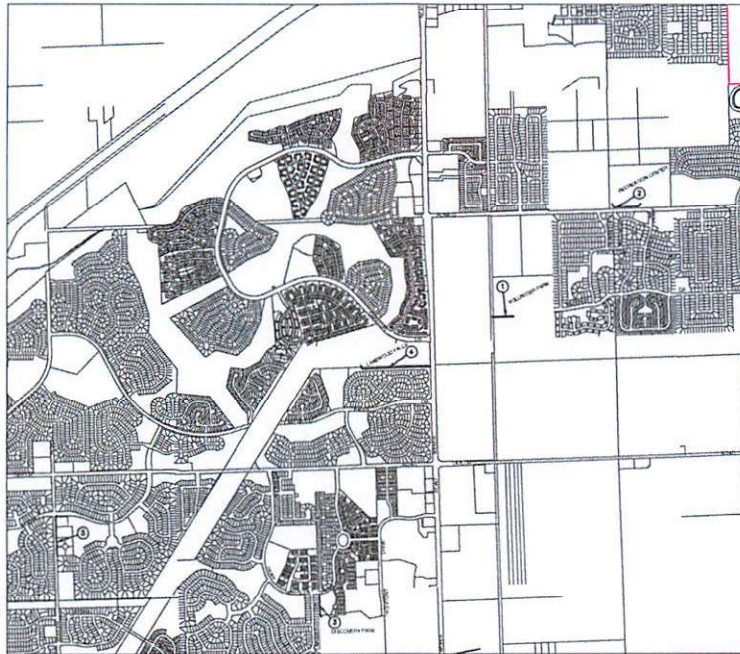
EXHIBIT "A"

N



**PROJECT LOCATIONS**

1. VOLUNTEER PARK
2. RECREATION CENTER PARK
3. DISCOVERY PARK
4. LAKEWOOD FALLS
5. BUDLER ROAD



**LOCATION MAP**

INDICATES PROPOSED IMPROVEMENT  
 GROSS LENGTH = 4,132.35 FEET = 0.78 MILES  
 NET LENGTH = 4,132.35 FEET = 0.78 MILES

**INDEX OF SHEETS**

1. COVER SHEET, INDEX, AND HIGHWAY STANDARDS
2. SUMMARY OF QUANTITIES & GENERAL NOTES
3. TYPICAL CROSS SECTIONS
- 4.-9. ALIGNMENT AND TIES
- 10.-15. EXISTING CONDITIONS AND REMOVAL PLAN
- 16.-24. PLAN AND PROFILE
- 25.-30. LANDSCAPING AND EROSION CONTROL PLAN
31. CONSTRUCTION DETAILS

**HIGHWAY STANDARDS**

- |           |   |
|-----------|---|
| 000001-08 | STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS                                  |
| 280001-07 | TEMPORARY EROSION CONTROL SYSTEMS   |
| 424001-12 | CORNER PARALLEL CURB RAMPS FOR SIDEWALKS                                      |
| 606001-08 | CONCRETE CURB TYPE B AND COMBINATION<br>CONCRETE CURB AND GUTTER              |
| 701001-02 | OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5m) AWAY                        |
| 701005-05 | OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5m) TO 24' (600mm)<br>FROM PAVEMENT EDGE  |
| 701011-04 | OFF-ROAD MOVING OPERATIONS, 2L, 2W, DAY ONLY                                  |
| 701101-05 | OFF-ROAD OPERATIONS, MULTILANE, 15'(4.5m) TO<br>24'(600mm) FROM PAVEMENT EDGE |
| 701301-04 | LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS                                   |
| 701311-03 | LANE CLOSURE, 2L, 2W, MOVING OPERATIONS - DAY ONLY                            |
| 701501-06 | URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED   |
| 701605-10 | URBAN LANE CLOSURE MULTILANE, 2W WITH MOUNTABLE MEDIAN                        |
| 701801-06 | SIDEWALK, CORNER OR CROSSWALK CLOSURE   |
| 701901-10 | TRAFFIC CONTROL DEVICES   |
| 720001-01 | SIGN PANEL MOUNTING DETAILS   |
| 720005-04 | SIGN PANEL ERECTION DETAILS   |
| 728001-01 | TELESCOPING STEEL SIGN SUPPORT  |
| 731001-01 | BASE FOR TELESCOPING STEEL SIGN SUPPORT                                       |

PREPARED BY OR UNDER THE  
 DIRECT SUPERVISION OF:

*[Signature]*  
 11.19.2024



PREPARED BY:



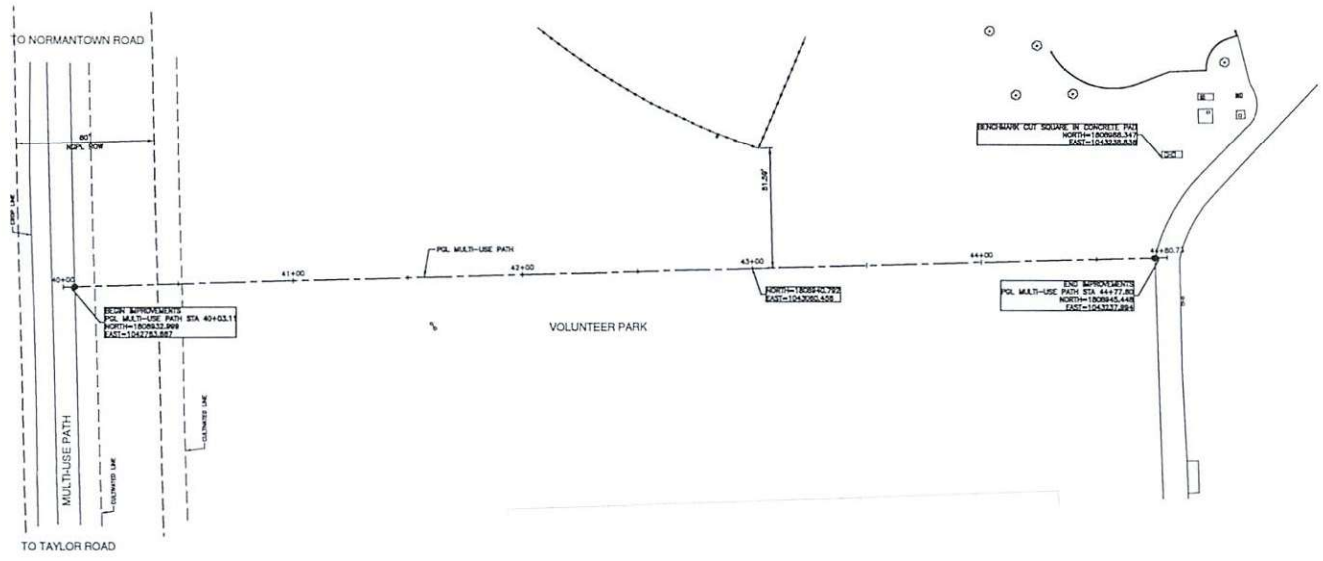
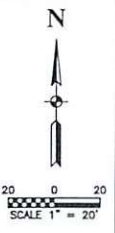
PROJECT NO. 22-R0413.01  
 22R0413\_01-COVER-01

JOINT  
 UTILITY  
 LOCATING  
 INFORMATION FOR  
 EXCAVATORS

Call 48 hours before you dig  
 1-800-487-6247



# EXHIBIT "B"



BENCH MARK:  
CUT SQUARE IN CONCRETE PAD  
ALONG EXISTING BIKE PATH EAST OF SOCCER FIELD  
ELEVATION = 893.32

DATE = 12/04	DESIGNED = P.E.	REVISION =
SCALE = 1" = 20'	CHECKED = KKK	REVISION =
PROJECT NO = 20041301	DRAWN = KM	REVISION =
FILE NAME = 200413.01-78401	CHECKED = KG	REVISION =



VARIOUS LOCATIONS  
M.U. MULTI-USE PATH CONNECTIONS  
ALIGNMENT AND TIES - VOLUNTEER PARK

VILLAGE  
of  
ROMEDEVILLE

SHEET NO.  
4 of 31

## 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 NGPL (Company) right-of-way (ROW) are not intended nor do they waive or modify any rights Company may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for Company facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

### Design

- Company shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on Company'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 Company 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 Company's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of Company's ROW.
- Only facilities shown on drawings reviewed by Company will be approved for installation on Company's ROW. All drawing revisions that effect facilities proposed to be placed on Company's ROW must be approved by Company in writing.
- Company shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Company, incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of Company ROW. The units shall be installed per Company Standard [TYP-V-0100-B010 – Gas Detection Unit for Pipelines Located under Asphalt or Concrete Parking Areas](#).
- Any repair to surface facilities following future pipeline maintenance or repair work by Company will be at the expense of the developer or landowner.
- The depth of cover over the Company pipelines shall not be reduced nor drainage altered without Company's written approval.
- Construction of any permanent structure, building(s) or obstructions within Company pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on Company pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on Company easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to Company's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between Company pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across Company's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the Company pipeline must be evaluated by Company to ensure that a significant length of the Company 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 Company pipeline with less than two (2) feet of clearance must be evaluated by Company to ensure that additional support is not necessary to prevent settling on top of the Company natural gas pipeline.
- A foreign pipeline shall cross Company facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to Company pipeline within Company easement without written permission of Company.
- The foreign utility should be advised that Company maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with Company's. At the request of Company, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The Company 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 Company. All costs associated with the correction of cathodic protection problems on Company 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 Company 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 Company ROW.
- No power poles, light standards, etc. shall be installed on Company easement.

### Construction

- Contractors shall be advised of Company's requirements and be contractually obligated to comply.
- The continued integrity of Company's pipelines and the safety of all individuals in the area of proposed work near Company's facilities are of the utmost importance. Therefore, contractor must meet with Company representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **Company'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 Company transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A Company representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- Company will not allow pipelines to remain exposed overnight without consent of Company designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A Company representative shall do all line locating. A Company representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by Company representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to Company 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 Company's work site representative. Any Contractor schedule changes shall be provided to Company immediately.
- Heavy equipment will not be allowed to operate directly over Company pipelines or in Company ROW unless written approval is obtained from Company. Heavy equipment shall only be allowed to cross Company pipelines at locations designated by Company. Contractor shall comply with all precautionary measures required by Company 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 Company ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to Company's facility.
- A Company representative shall be on-site to monitor any construction activities within 25-feet of a Company pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a Company 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 Company 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 10-feet of Company facility unless Company representative is present.
- Temporary support of any exposed Company pipeline by Contractor may be necessary if required by Company's on-site representative. Backfill below the exposed lines and 12-inches above the lines shall be replaced with sand or other selected material as approved by Company's on-site representative and thoroughly compacted in 12-inches lifts to 95% of standard proctor dry density minimum or as approved by Company's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.



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

- No blasting shall be allowed within 1000-feet of Company's facilities unless blasting notification is given to Company including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Company 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 Company's facilities as a result of their activities whether or not Company representatives are present. Company 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 Company's facilities unless blasting notification is given to Company a minimum of one week before blasting. *(Note: covered above)* Company 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 Company in addition to meeting requirements for 500-feet and 1000-feet being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(Note: covered above)*

- **Any** contact with any Company facility, pipeline, valve set, etc. shall be reported immediately to Company. 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.
- Company personnel shall install all test leads on Company facilities.
- Burning of trash, brush, etc. is not permitted within the Company ROW.