

September 16, 2021

Jeffrey W. Moore  
Kimley-Horn and Associates, Inc.  
421 Fayetteville Street, Suite 600  
Raleigh, NC 27601  
919-677-2175  
Jeff.Moore@kimley-horn.com



**Attn:** Jeffrey Moore

**RE:** Encroachment of Cardinal Pipeline by Beaver Creek Greenway Extension (Phases 1, 2 & 1A), Wake County, NC (PIN: 0721778068, Cardinal LL 7-107 / 575 & PIN: 0721993089, Cardinal LL 7-107 / 576).

Mr. Moore,

This letter acknowledges the Town of Apex plans to construct the Beaver Creek Greenway Extension (Phases 1, 2 & 1A) in Wake County, NC (PIN: 0721778068, Cardinal LL 7-107 / 575 & PIN: 0721993089, Cardinal LL 7-107 / 576). Construction includes two Greenway crossings (G-2 & Y-2), which encroach upon Cardinal Pipeline's ROW. After reviewing the information submitted, Cardinal Operating Company, LLC has no objections to the construction of Beaver Creek Greenway, subject to the following conditions:

- 1) Prior to any construction within Cardinal's right of way, location and verification of the pipeline shall be made by Cardinal personnel. In addition, North Carolina One Call requirements shall be strictly adhered to.
- 2) All work scheduled within Cardinal's right of way shall be coordinated with local personnel. **A Company inspector shall be on site prior to and during any construction-related activities performed within Cardinal's right of way.** Normal business hours for Company personnel are 7:00 AM to 3:30 PM, Monday through Friday.
- 3) Verification of adequate insurance shall be provided for any party working within Cardinal's right of way and sent to 1457-250 Kelly Rd; Apex, NC 27502, and approved **prior** to construction. Cardinal Operating Company, LLC is to be named as Additional Insured on the contractor's insurance certificate. Adequate insurance is outlined in the "Encroachment Insurance Requirements - Class 2 & 3" attachment. Summary of adequate insurance:
  - a) Worker's Comp and Employer's Liability - \$500,000
  - b) General Liability - \$5,000,000  
**NOTE:** In the event an Umbrella Policy is utilized to cover any gap in coverage, it must be "follow form".
  - c) Automotive Liability - \$2,000,000
- 4) The Williams Gas Pipeline "Requirements for Landowners and Third Party Construction" attached to this letter shall be strictly adhered to at all times. Specifically, but not limited to:
  - a) G-2 & Y-2 Greenway Crossings
    - a. Constructed per *Beaver Creek Greenway Extension... / Typical Sections* (Sheet 2A-1, Typical Section 1 & 4; 08/01/2019)
    - b. 5.5+ feet total cover as depicted on *Beaver Creek Greenway Extension... / Greenway*

*Man*

*and Drainage Plans* (Sheet 7; 04/08/2021 & Sheet 10; 08/01/2019). Total cover includes thickness of finished pavement/asphalt.

- c. Six-inch wide plastic warning tape, McMaster-Carr No. 8288T12 (or equivalent), will be placed over Company Pipeline at sub-grade.
  - b) Temporary Construction Entrance & Access
    - a. Silt fence and/or safety fence will be installed 10 ft. from the southern most edge of Cardinal Pipeline (25 ft. from northern most edge of ROW).
    - b. Vehicle traffic and construction activity will NOT be permitted north of the silt fence and/or safety fence (over or within 10 ft. of Cardinal Pipeline).
    - c. Once construction is complete, ROW will be restored to original condition and grade.
    - d. No excess materials (concrete) will be disposed of within Cardinal's ROW.
  - c) Vibratory equipment is prohibited within the limits of Cardinal ROW. Vibratory equipment is not permitted to be used for achieving applicable compaction requirements.
  - d) Grade Changes within the ROW are limited to those only required for construction of Greenway crossings.
  - e) Temporary Erosion and Sediment Controls: Town of Apex will be responsible for installation and removal of erosion and sediment controls, and any repairs of erosion within the ROW caused by development activity. This includes temporary stream crossing(s).
  - f) Pipeline markers will be set in sufficient number along the ROW as deemed necessary by Company Operations personnel, so that the pipeline's location is accurately known.
- 5) Any future improvements, permanent or temporary, within Cardinal's ROW are subject to review and approval by Company personnel.
  - 6) Prior to and during construction, Developer will mark limits of ROW with safety fence or approved alternative to ensure unauthorized activity does not occur within Company ROW.
  - 7) Prior to the use of any equipment within Company right of way, information pertaining to each piece of equipment that you plan to operate within the Company right of way shall be forwarded to Division Engineer (Mike Vietor, mike.vietor@williams.com) for appropriate analysis. The information shall be forwarded a minimum of 10 business days prior to any proposed equipment use.
  - 8) All aspects of the proposed construction shall be performed such that the safety of the Company's pipeline is paramount. In the event any contractor, subcontractor or any other party involved with the Beaver Creek Greenway construction fails to adhere to the conditions outlined in this letter or any of Company's Encroachment Specifications, Company personnel will stop all proposed work within the right of way.
  - 9) In lieu of a recorded Consent to Use Easement Area (Encroachment Agreement) the Town of Apex and Kelly West HOA, are required to acknowledge:
    - a) The improvements outlined above are located within Cardinal's right of way. Company cedes no existing or future rights to either party.
    - b) Company will retain the right to cut all present and proposed driveways, highways, roads, streets, etc., and will have no responsibility for restoration, loss of use or access, or any other costs.
    - c) Access to the earth above each pipeline for leak detection (flame ionization) and cathodic

MWV

- protection surveys must be maintained.
- d) This Letter of No Objection must be signed by both parties (Town of Apex and Kelly West HOA) and in Cardinal's possession prior to any work being performed on the right of way.

Sincerely,

  
Mike Vietor  
Williams – Engineer, Staff  
4300 NC Hwy 65  
Reidsville, NC 27320  
336-361-3029  
mike.vietor@williams.com

Enclosures (3):  
Beaver\_Creek\_Greeway\_Sheets with Notes  
Requirements for Landowners and Third Party Construction  
Encroachment Insurance Requirements – Class 2 & 3

cc:  
Angela Reincke (Town of Apex)      Chris Denny  
Craig Setzer (Town of Apex)      Jim Hutchins  
Gabe Carrillo (Kelly West HOA)      Cardinal Office  
Anwar Hossain      File: LL 7-107 / 575 & 576  
Joey Page

**AGREED AND ACCEPTED:**

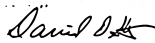
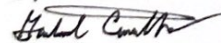
Town of Apex

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Kelly West HOA

BY: David Stih | Gabe Carrillo  
 | 

TITLE: President | VP of Kelly West HOA Board

DATE: 9-16-2021