

ENCROACHMENT AGREEMENT

STATE OF KANSAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SEDGWICK)

WHEREAS, KPC PIPELINE LLC, a Delaware Limited Liability Company, (hereinafter referred to as "Permitter"), is the current owner of the right-of-way specified in an instrument dated July 22nd, 1930 from H A G Tjaden and Martha Tjaden, husband and wife covering lands in Sedgwick County, Kansas, said instrument being filed of record in Book Misc. 98, Page 198 of the records of Sedgwick County, Kansas, and later amended by that instrument titled Amendment of Right of Way Agreement, dated April 24, 2007, and filed of record in DOC#/FML-PG 28860053 of the records of Sedgwick County, Kansas and also of recorded with the final plat of Chapel Landing 7th (hereinafter collectively referred to as the "Right-of-Way"),

WHEREAS, Permitter owns and operates an eight-inch (8") and ten-inch (10") pipeline in the lands covered by Permitter's Right-of-Way; and

WHEREAS, City of Bel Aire, A Municipal Corporation in the State of Kansas (hereinafter referred to as "Permittee", whether one or more) with an address of 7651 East Central Park Avenue, Bel Aire, Kansas 67226, Attn: Anne Stephens, City Engineer, is the owner of a tract of land which is subject to the above specified Right-of-Way, said tract being described in the Plat filed of record as stated above, of the records of Sedgwick County, Kansas; and said tract being described as follows:

Part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East, in the City of Bel Aire, Sedgwick County, Kansas, being more particularly described as follows:

The North 150 feet of the East 150 feet in the Northeast Quarter of Section 24, Township 26 South, Range 1 East, in the City of Bel Aire, Sedgwick County, Kansas.

WHEREAS, Permittee has requested permission to encroach upon Permitter's Right-of-Way located on Permittee's land specified above by constructing a 10 foot wide Sidewalk and Storm Water Drainage Facilities, including the following items; a 30 inch reinforced concrete pipe running East and West along 53rd street, a 18 inch reinforced concrete pipe running North and South along Woodlawn, a 6 inch protection curb along the Southside of the Sidewalk, 54 inch Black Aluminum Fence paralleling the Southside of the sidewalk, {hereinafter referred to as the "Encroachment", whether one or more); and

WHEREAS, Permitter is agreeable to permitting said Encroachment subject to the terms and conditions of this Encroachment Agreement ("Agreement").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and of the premises and of the covenants hereof contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1 Subject to the terms and conditions of this Agreement, Permitter hereby consents to the placement and maintenance of the Encroachment within the Right-of-Way as specifically described and/or depicted on Exhibit "A", attached hereto and made a part hereof. The Encroachment within the Right-of-Way shall be placed only in the locations described and/or depicted on Exhibit "A". Any changes in the nature or location of the Encroachment shall require the prior written approval of Permitter.

2 Permittee has been advised and is fully aware that Permitter now has, and shall continue to have, the right to utilize the land within the Right-of-Way and Permitter is hereby granted the right to use additional workspace outside of said Right-of-Way for pipeline purposes; that in so doing, Permitter may, at any time and from time to time, and without liability to Permittee, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that Permitter shall have no obligation to repair, restore or replace the Encroachment or to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity. Permittee also agrees that Permitter shall not be responsible or liable for, and Permittee hereby releases Permitter from any lost business or consequential damages resulting from Permitter's above-described activities, howsoever caused.

3. Permittee shall give Permittor at least five (5) days prior written notice before commencing any construction, maintenance, repair, replacement, or removal of the Encroachment on the Right-of-Way, or any movement of equipment across the Right-of-Way, in order that Permittor shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permittor's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

KPC PIPELINE LLC
Robert Clover
Regional Manager of Operations
19970 West 161st Street,
Olathe, Kansas 66062
913-522-7501

4. Any future encroachments by Permittee on, or disturbances of, Permittor's Right-of-Way are strictly forbidden unless expressly permitted by Permittor under a separate fully executed Encroachment Agreement. Permittee will not excavate, nor permit others to excavate, on Permittor's Right-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permittor's pipeline(s), or the operation of such pipelines located within Permittor's Right-of-Way.

5. Nothing in this Agreement shall be construed as a release of any of Permittor's rights in the Right-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

6. If it becomes necessary in Permittor's sole judgment, to lower or relocate Permittor's pipeline(s) as a result of any encroachment by Permittee within the Right-of-Way, other than the Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Permittor at the sole cost and expense of Permittee including, but not limited to, the cost of acquiring any additional right-of-way. Any relocation of Permittor's pipeline(s), as well as the relocation route, shall be at the sole discretion of Permittor.

7. Permittor shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

8. Permittee represents and warrants that it is in compliance with and shall continue to comply with all of the terms and conditions set forth in Permittor's Design Guidelines and Construction Guidelines attached hereto as Exhibit "B".

9. PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD PERMITTOR, KPC PIPELINE LLC, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, PARTNERS AND CO-VENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, GOVERNMENTAL ORDERS, JUDGMENTS, FINES, PENALTIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREFTER AS "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO INJURY OR DEATH OF ANY PERSONS AND/OR DAMAGE (INCLUDING ENVIRONMENTAL DAMAGE) TO, LOSS OR CONTAMINATION OR POLLUTION OF ANY PROPERTY OR RESOURCE ARISING OUT OF, RESULTING FROM, OR CONNECTED DIRECTLY OR INDIRECTLY WITH THIS AGREEMENT AND/OR THE EXERCISE OF ANY OF THE RIGHTS HEREIN, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR THE FAILURE TO COMPLY WITH ANY OF THE TERMS AND PROVISIONS OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING FOR OR ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE ACTIVE OR PASSIVE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF ANY OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permittor's Right-of-Way.

11. Permittee may not assign its rights hereunder without prior written notice to Permittor of such assignment; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. All construction activities across and over the Easement shall be performed in a good and workmanlike manner and performed in such a manner as to neither substantially interfere with the Permittor's use of its Easement or to otherwise damage the Pipelines or impede Permittor's access to the Easement. All operations of Permittee and its contractors shall be in compliance with the General Encroachment Guidelines attached hereto as Exhibit B, incorporated in this Agreement by this

reference. Where a conflict exists between such Guidelines and this Agreement, the Guidelines shall control.

13. Specific compliance shall include:

- a) All underground Permittee's utility crossings being placed under the Pipelines shall: (i) have a minimum clearance of 24" to 26"; (ii) cross, as reasonably practicable, at 90 degrees to the Pipelines, but in no event less than 45 degrees; (iii) be encased in a minimum Schedule 40 PVC; and (iv) if open cut, be covered with a red concrete slab a minimum of 4" thick and 24" wide and over pipelines for a distance of 10 feet on both sides of the Pipelines.
- b) Permittee shall provide additional compacted cover to a total depth of 4 feet above ground over the Pipelines at all road and temporary crossing points. Additionally, crane crossing mats shall be utilized on site and used at any time heavy equipment crosses the Pipelines. All fill material will be dumped and bladed into place as not to allow any additional surface pressure on the Pipelines. All fill material will be suitable for compaction and be clean fill material prohibiting rock and other unclassified fill over the Pipelines. No vibrating equipment will be utilized for compaction of material or fill over the Pipelines.

14. Prior to the commencement of construction activities, specifically including, but not limited to, utility and road grade buildup, crossings or other work, and digging or construction in the vicinity of the Pipelines, Permittee shall: (i) notify ONE CALL a minimum of 72 hours in advance of any such activity, and (ii) notify Permittor a minimum of 5 business days in advance of any such activity, in each case identifying the location of the activities so that a representative of

Permitter may be on site to observe and inspect said activities. The notice required by this paragraph shall be by telephone contact as follows:

Kansas ONE CALL: Dial 811 or (800) 344-7233.

KPC Pipeline LLC
Mr. Robert Clover
Regional Manager of Operations
19970 West 161st Street
Olathe, Kansas 66062
913-522-7501

15. Permittee shall reimburse Permitter at the rate of eight hundred dollars (\$800.00) per full day in connection with Permitter's observation and inspection of construction activities referred to in Paragraph 1, above. Permitter will invoice Permittee on monthly billing cycles which Permittee shall pay within ten (10) days of the invoice.
16. Permittee acknowledges that the Pipelines are cathodically protected, and hereby covenants and agrees: (a) that Permittee shall operate and maintain the Improvements in the vicinity of the Pipelines in such a manner as not to interfere in any way with the Pipelines' cathodic protection; and (b) that Permittee assumes the risk of any injury to the Improvements which may occur due to the proximity to or existence of Permitter's cathodic protection system, and shall indemnify, defend and hold Permitter harmless of and from any and all claims in connection with any such injury to the Improvements.
17. **PERMITTEE FURTHER HEREBY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND FOREVER HOLD HARMLESS PERMITTOR, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, LIABILITY, INJURY, DAMAGE, ACTION, AND/OR CAUSE OF ACTION ARISING**

FROM OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION ACTIVITIES, IMPROVEMENTS AND OPERATIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE INDEMNIFIED PARTIES' NEGLIGENCE OR WILLFUL MISCONDUCT.

18. No poles, towers, light poles, and vertical structures will be located at the edge of the Easement.
19. Prior to commencement of any work on the Project, Permittee shall facilitate a safety meeting, to be conducted by Permittor, with all contractors and subcontractors working within the Easement.
20. All crossings over the Pipelines will be designated with above ground markers installed by Permittor. Permanent above ground markers identifying the crossing pipeline or utility shall be installed and maintained at the limits of Permittor's Easement and/or at the crossing.
21. Temporary Road Crossings. Permittee shall install a temporary fence 25 feet either side of the access road in a perpendicular angle to identify the approved crossing point. Pipeline crossings will require 4 feet of fill padding over the Pipelines. The 4 feet will be above existing ground elevation. All fill material will be of clean and compactable fill over the Pipelines. Padding and fill will continue 10 feet past each Pipeline. Fill will be maintained and graded throughout the course of the Project. A surface grade of clean gravel or geo grid mat material may be utilized if needed. Access road must be maintained to keep compaction and not allow pumping of fill material of super impressed loading over the Pipelines. When crossing the Pipelines, no equipment over 15,000 pounds will cross without the installation of crane mats or a larger dirt berm to pad the Pipelines. This includes, but is not limited to, all vehicles, concrete trucks, dump trucks, and misc. machinery, etc. All fill material will be dumped and bladed into place so as not to allow any additional surface pressure on

the Pipelines. All fill material will be suitable for compaction and be clean fill material prohibiting rock and other unclassified fill over the Pipelines. No vibrating compactors are allowed within 50 feet of the Pipelines.

22. Permittee agrees to immediately contact Permittor in the event of any incident involving, or potentially involving, either of the Pipelines at the following:

KPC Pipeline, LLC
Mr. Robert Clover
Regional Manager of Operations
19970 West 161st Street
Olathe, Kansas 66062
913-522-7501

23. Mechanical excavation will cease once the earth has been removed to within 2 to 4 feet of either of the Pipelines. Shovels must be used to manually clean the area above and below the Pipelines. After the Pipelines have been initially located, the Pipelines shall be kept visible to the equipment operator during the excavation process. Permittor may require shoring or another type of support to protect the Pipelines' integrity. All backfill on Permittor's Easement shall be mechanically compacted to acceptable compaction ratios. No vibrating compactors are allowed within 50 feet of the Pipelines.
24. Permittor requires that each Pipeline be potholed to verify depth at centerline of the proposed crossing point. Vacuum excavation will be performed to locate the Pipelines. A Permittor representative must be onsite during excavation. All excavation costs will not be incurred by Permittor. Pothole measurements and distances will be supplied to the contractor and construction company for work around the Pipelines.
25. Permittee shall identify alignment of the Pipelines on plan sheets with size of the Pipelines, identify the Pipelines with Permittor's name, "KPC Pipeline, LLC," and "Caution High Pressure Natural Gas Pipeline." The plans shall show the Pipelines on

all drawings including grading plan, drainage plan, construction plan and profile, cross sections, landscaping plan (not in Easement, etc).

26. Permittor shall not be responsible for any repair or restoration of any installations of any type within its Easement. In the event the Permittee requires the temporary or permanent removal of such items, said replacement installations will be at Permittee's expense. In no event shall any such work or any Improvements obstruct the Easement.
27. All Improvements shall be constructed and maintained to comply with all applicable laws, rules, regulations, ordinances, codes, and industry standards and laws of the State of Kansas and any Federal requirements.
28. This Agreement will be enforced by Permittor to adhere to all pipeline safety standards and to preserve all pipeline integrity standards during the course of the Project. In the event of any noncompliance with any of the requirements, conditions, or specifications of this Agreement a written notice to Permittee will be issued to Permittee who shall comply immediately.
29. No adverse drainage will be diverted over the Easement to cause erosion. Approved concrete flumes of drainage swales are considered on a case-by-case basis.
30. Neither Permittee nor any of its contractors or subcontractors shall conduct any excavation activities within the Easement without a Permittor representative being present.
31. Permittee shall ensure that emergency contact numbers for Permittee shall be listed on all plans in addition to "Caution High Pressure Natural Gas Pipeline" in reference to the Pipelines.

32. The Permittee and/or its contractor shall furnish Permittor satisfactory evidence of insurance coverage or a Certificate of Insurance prior to beginning work across or near the Pipelines. Coverage must be in a form acceptable to the Permittor prior to granting approval to commence construction. In the event of construction under the Pipeline, the Permittor must be named as an additional insured on such insurance policies. Any rights of subrogation or recovery will be waived in favor of the Permittor.
33. This Agreement and each covenant, term and condition contained herein shall be binding upon the heirs, successors, and assigns of the parties hereto and will run with the land perpetually.
34. Neither the Permittee nor its contractors shall perform or allow any blasting within six hundred (600) feet of the Pipelines, and no blasting will exceed 1.0 as certified by an approved seismograph. A seismograph is required on all blasting within 600 feet of the Pipelines. A blast survey must be provided before and after each shot or blast. A copy of the blasting permit must be provided to the Permittor with a specific blasting plan criteria for each blast. Seismograph readings will be provided instantly after each blast and supplied in writing via email to the Permittor.
35. No crossings of the Pipelines are allowed except for those authorized in writing by the Permittor.
36. No fences, trees, landscaping, buildings, or other permanent structures (except as otherwise permitted under this Agreement) are allowed in the Easement.
37. The Permittee will supply Permittor with the most current construction plans and all plans relating to the encroachment of the Easement. The plans will be submitted with the execution of this Agreement on behalf of the City. No plan changes relating to the Easement will be made without supplying adequate documentation to Permittor, including additional construction techniques and the justification for the desired plan

change(s).

38. Permittor shall have the right to cut and remove any pavement or other surface structures or Improvements located on or in Permittor's Easement without obligation to repair, resurface or dispose of removed materials. Permittor shall, when feasible, give the Permittee notice prior to scheduled work activities on or near the Pipelines. Furthermore, in case of an emergency or maintenance repair all parties agree to closure of the roadway as requested by the Permittor. Barricades and road closures including signage will be the responsibility of the Permittee. Permittor will advise the Permittee when activities are completed, and the street can be reopened. The roadway closure will be 200 feet on either side of the Pipelines and street intersection. In the event of an emergency all public safety concerns will be adhered to protect the public and the integrity of the Pipelines.
39. Permittor will record the document upon obtaining the original signed documents and will request reimbursement from the Permittee for filing fees as paid to the Sedgwick County Register of Deeds office in Wichita, Kansas.
40. Any waiver of any portion of this Agreement must be in writing and in no way waives any other part of this Agreement.

“Permittor”

KPC Pipeline LLC

By: _____

Lee W.C. Bullock

President

STATE OF KANSAS §

§

COUNTY OF SEDGWICK §

On this _____ day of _____, 2026, before me, the undersigned NOTARY PUBLIC, personally appeared **LEE W. C. BULLOCK**, known to me (or satisfactorily proven) to be the person whose name is subscribed as **PRESIDENT, of KPC PIPELINE, LLC**, and acknowledged that he, as such being **PRESIDENT** authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said **KPC PIPELINE, LLC**, by himself as **PRESIDENT**.

Notary Public _____

My Commission Expires: _____

“Permittee”

City of Bel Aire, A municipal Corporation in the State of Kansas

By: _____

Printed Name _____

Title _____

STATE OF KANSAS §

§

COUNTY OF SEDGWICK §

On this _____ day of _____, 2026, personally appeared _____, to me personally known, who, being duly sworn did say that he / she is the _____ (Title), **CITY OF BEL AIRE, A MUNICIPAL CORPORATION OF KANSAS** and acknowledged to me that he / she executed the foregoing instrument on behalf of said corporation as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Notary Public _____

Notary Printed Name _____

My Commission Expires: _____

EXHIBIT "A"
PROJECT PLANS
(KPC WILL INSERT)

EXHIBIT “B”
KPC PIPELINE LLC

**ENCROACHMENT AGREEMENT REQUIREMENTS AND GUIDELINES
FOR LAND DEVELOPMENT, PROPERTY OWNERS, AND UTILITIES**

Important Notice Information

Excavation activity can damage pipelines resulting in the release of hazardous gases or liquids, which may cause serious injury or death to people, damage to property or the environment. To avoid damaging a pipeline adhere to the following information:

1. Call the appropriate KS ONE CALL system(s) at least 48-72 hours before work is to begin.
2. Look for evidence of a pipeline, such as warning signs or markers, aerial patrol markers, casing vents, placards, and aboveground pipelines.
3. Never assume the location of the pipeline because it can change directions abruptly without above-ground physical evidence, the depth can vary substantially in short distances, and more than one pipeline may be present.
4. Call KPC Pipeline LLC at the telephone number below for free pipeline location service and on-site assistance before ANY activity is performed on or near our easement area of pipeline corridor.
5. Follow KPC Pipeline, LLC’s specifications described herein when performing work near KPC Pipelines.

**THIS ENCROACHMENT AGREEMENT (EA) REQUIREMENTS AND GUIDELINES IS
GRANTED SUBJECT TO THE CONDITIONS AND SPECIAL PROVISIONS SHOWN
BELOW AND STRICTLY FOLLOWED BY ALL THIRD-PARTY PERMITTEES.**

Conditions

1. Executed encroachment agreements (EA), are subject to all existing rights of KPC Pipeline LLC.
2. Permittee will perform the Permitted Work or construct, maintain, relocate, and remove the Permitted Facility at no expense to KPC Pipeline, LLC. KPC Pipeline, LLC shall have the right to cut and remove any pavement or other surface structures or improvements now or hereafter located over or access a KPC Pipeline, LLC pipeline without prior notice or any obligation to repair, resurface or dispose of removed material, for the purpose of exercising any rights granted to KPC Pipeline, LLC under the pipeline rights of way and easements granted.
3. Any work performed near the pipeline without the presence of a KPC Pipeline, LLC representative will necessitate that the pipeline be exposed for inspection and needed repairs performed at the Permittee’s or responsible party’s cost.
4. This EA shall be revocable by KPC Pipeline, LLC in the event of Permittee’s noncompliance with any requirements, conditions, or specifications of the Permit, upon notice given to Permittee and/or the Owner of the Permitted Facility.
5. PERMITTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS KPC Pipeline, LLC, ITS PARENT, ASSOCIATED AND AFFILIATED COMPANIES, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LOSS, DAMAGE, CLAIM SUIT LIABILITY, JUDGMENT AND EXPENSE (INCLUDING ATTORNEYS’ FEES AND OTHER COSTS OF LITIGATION AND ANY FINES, PENALTIES AND ASSESSMENTS ARISING OUT OF INJURY, DISEASE OR DEATH OF PERSONS (INCLUDING THAT OF THE EMPLOYEES OF KPC Pipeline, LLC OR PERMITTEE OR THEIR CONTRACTORS AND SUBCONTRACTORS), DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING THAT OF KPC Pipeline, LLC OR PERMITTEE OR THEIR CONTRACTORS AND

SUBCONTRACTORS), AND ANY ENVIRONMENTAL HARM, OR DAMAGES TO NATURAL RESOURCES, CAUSES BY, ARISING OUT OF OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, THE ACTIVITIES OF PERMITTEE AND ITS CONTRACTORS OR SUBCONTRACTORS IN THE CONSTRUCTION OPERATION AND MAINTENANCE OF PERMITTEE'S PERMITTED FACILITY ACROSS KPC PIPELINE, LLC'S PIPELINES AND ASSOCIATED RIGHTS-OF-WAY.

6. Permittee at no cost to KPC Pipeline, LLC shall supply KPC Pipeline, LLC, surveys, and design drawings, if KPC Pipeline, LLC deems necessary.
7. KPC Pipeline LLC maintains the right to cease permitted operations, if KPC Pipeline LLC deems it necessary.
8. KPC Pipeline, LLC reserves the right to alter the terms of this Permit at any time, provided that the Permittee will be given a reasonable time to comply, at Permittee's expense, with any new requirements.
9. All Permitted Work or Facilities shall be constructed and maintained to comply with all laws and safe practices with pipeline industry standards.
10. The permission herein granted by KPC Pipeline LLC is limited to its interest and authority in the subject land and Permittee acknowledges the possible obligation to obtain the required permission from other parties of interest or the Government. KPC Pipeline LLC permits this Facility only to the extent it may do by law.
11. This Permit does not change or modify any provisions of KPC Pipeline, LLC's existing right-of-way contacts, or easements, unless such easements are required to be amended as a result of Permittee's encroachment. Permittee acknowledges that the granting of this Permit may require amendment of the existing right-of-way contract or easement to reflect a change in land use or land rights.
12. At no cost to permittee, KPC Pipeline, LLC representation, will erect temporary flags marking the pipeline's location and shall be present during all active work periods to observe excavation or other construction activities near the pipeline. Permittee shall provide advance notice of a minimum of five (5) business days prior to any construction and arrange for a KPC Pipeline, LLC representative to be on site during work activities.
13. Permittee shall not notify or alter the Permitted Encroachment, nor construct or permit additional encroachments on the Right-of-Way, without KPC Pipeline, LLC prior written consent.
14. The terms, conditions, and provisions contained herein shall be binding upon the parties hereto, their heirs, successors, and assigns.

Specifications

1. ALL PIPELINES, UTILITY LINES and other underground facilities constructed across KPC Pipeline, LLC owned and/or operated pipeline must be installed with a vertical separation of twenty-six inches or greater between structures. All facilities crossing a KPC Pipeline, LLC pipeline shall be made of, or encased in, heavy wall HDPE plastic, Schedule 80 PVC, or thick wall steel pipe with threaded or welded joints the entire width of KPC Pipeline, LLC's right of way. Horizontal separations will be determined on a case-by-case basis, but twenty-six inches is the recommended separation or greater. Electrical conduit and cables are excluded, please refer to paragraph 2. All work and cleanup will be conducted in a manner acceptable to KPC Pipeline, LLC's on-site representative. All buried lines crossing the pipeline(s) must cross at an angle of not less than 45 degrees from the pipeline(s), 90 degrees is the preferred angle. Vinyl direct buried red warning tapes shall be placed above the crossing line.
2. ALL UNDERGROUND ELECTRICAL CABLES shall be installed with a vertical separation of twenty-six inches or greater between structures, with all plans, work and cleanup conducted in a manner acceptable to KPC Pipeline, LLC's on-site representative. Horizontal separation will be determined on a case-by-case basis. In addition, the electrical cable must be enclosed in conduit (steel or Schedule 80 PVC). It should be conveyed with red reinforced concrete or flowable fill with a minimum width of six inches on each side and above the conduit, for the entire width of KPC

Pipeline, LLC's right of way for permitted crossings above the pipelines. KPC requests all crossings be below all pipelines.

3. ALL UNDERGROUND ELECTRICAL FIBER OPTIC CABLES shall be installed with a vertical separation of twenty-six inches or greater between structures with all KPC Pipeline, LLC, work, and cleanup conducted in a manner acceptable to KPC Pipeline, LLC's on-site representative. Horizontal separation will be determined on a case-by-case basis. In addition, the fiber optic cable must be enclosed in conduit (steel or Schedule 80 PVC). It should be covered with red reinforced concrete or flowable fill, with a minimum width of six inches on each side and above the conduit, for the entire width of KPC Pipeline, LLC's right of way.
4. ALL PROPOSED ROADS, STREETS, or DRIVEWAYS shall be constructed with a minimum cover of forty-eight inches of dirt or cover in addition to the subgrade of the roadway, as measured from the top of the KPC Pipeline. If a KPC Pipeline, LLC pipeline requires vertical adjustment to accommodate a roadway, street, or driveway crossing, the cost of any such lowering or relocation shall be borne by the party or parties requesting the adjustment. With each request involving roads, streets, or driveways. KPC Pipeline LLC reserves the right to excavate to expose and inspect its pipeline(s) to determine the need for pipe replacement, full encasement, or replacement of heavy wall pipe. The cost of this activity will be at the expense of the requested party.

A. PIPELINE MINIMUM COVER REQUIREMENTS

- i. Forty-eight inches or greater of dirt from the bottom of subgrade under a road, street, or driveway to the top of KPC Pipeline, LLC's pipeline.
 - ii. All excavated areas will be restored with forty-eight inches of dirt cover to the top of KPC Pipeline, LLC's pipeline(s).
- B. Any concrete paving (other than the road, street or driveway crossings of a KPC Pipeline, LLC pipeline) i.e. a parking lot should it be approved to be constructed over the KPC Pipeline, LLC's pipeline by a KPC Pipeline, LLC representative shall (a) be reinforced, (b) not exceed 4 inches in thickness, (c) be constructed in 10 foot by 15 foot horizontal panels (15' dimension shall be perpendicular to the pipeline) with appropriate expansion joints, (d) containing lifting rings, and (e) conform to the minimum cover requirements stipulated above.
- C. KPC Pipeline, LLC shall have the right to cut and remove any pavement or other surface structures or improvements now or hereinafter located over or across a KPC Pipeline, LLC pipeline, without prior notice or any obligation to repair, replace, resurface or dispose of removed material, for the purpose of exercising any rights granted to KPC Pipeline, LLC under the pipeline rights of way and easements. If KPC Pipeline LLC damages the Permitted Facility, Permittee shall, at Permittee's sole expense be responsible for the replacement of the Permitted Facility that was removed or damaged by KPC Pipeline, LLC, and KPC Pipeline, LLC shall not be required to pay any damages to Permittee.
- D. APMA color coded vinyl warning tape (yellow) will be placed under the paved area along the route of each pipeline(s).
5. ANY DRAINAGE DITCHES shall be constructed with a minimum cover, and measured from the lowest point in the ditch, to the top of pipe as follows:
 1. Concrete lined – 28 inches (not including concrete width)
 2. Unlined – 48 inches

Any drainage canals that shall be constructed with a minimum of sixty inches of cover below the ultimate flow line with pipeline weights be considered at the permitter's expense.

6. TEMPORARY (HAUL) ROAD crossings shall be constructed with a minimum ground cover (as measured from the surface of the road to the top of the pipeline) of six feet. A temporary earthed berm may be constructed to meet this requirement. Where it is necessary for heavy equipment to cross the pipelines, additional measures may be needed to effectively distribute the weight of such equipment, for example, installing additional cover, timber matting, crane mats, and/or a temporary air bridge for passage over the pipeline(s) as needed.

7. LAKES OR OTHER BRIDGES OF WATER shall not be constructed over the pipeline or within the boundaries of the pipeline easement. Additionally, the surface cannot be developed or changed in any way that would cause rainwater or runoff to collect on the pipeline right-of-way.
8. DRILLING OR BORING shall require additional damage prevention measures, whether installing a crossing or otherwise conducting such operations within twenty-five feet of the pipeline. It is KPC Pipeline, LLC's policy visual unearthed window or peepholes or sheet piling be installed to an elevation lower than the pipeline before drilling/boring to help ensure its protection. KPC Pipeline, LLC requires continuous tracking of the drilling head as well as using a physical technique (such as probing) to ascertain the exact location of the head before it crosses the KPC Pipeline, LLC pipeline. KPC Pipeline, LLC may also require that the pipeline be exposed when near drill/bore entry or exit points. All HDD or Bores will cross level below the pipeline before moving any direction horizontally.
9. ABOVE GROUND LINE CROSSINGS. All overhead wires shall maintain a minimum clearance of twenty feet from the surface of the ground to the location of the lines lowest sag point. All poles will maintain a minimum distance of twenty-five feet from any pipeline(s). All poles, guy wires, and footings are prohibited within the easement area without the prior written consent of KPC Pipeline, LLC. Vertical structures are required to be 110% distance away as the measured in height from the pipeline.
10. If KPC Pipeline, LLC determines it is necessary to lower, encase or otherwise adjust a KPC Pipeline, LLC pipeline because of the landowner's (developer's, permittees, etc.) construction activity, the landowner or developer shall reimburse KPC Pipeline, LLC for the cost of lowering, encasement, pipeline replacement, or other adjustments as requested by KPC Pipeline.
11. Please notify the local KPC Pipeline, LLC District Operations office at: 913-764-6015 at least five (5) business days prior to commencing any excavating or construction activity in the vicinity of any KPC Pipeline, LLC pipeline. The National One Call law requires that the One Call System be notified at 811 before starting any excavation or construction activity. If you are unable to contact the above KPC Pipeline, LLC representatives, please contact the Pipeline Control Center, and the information will be relayed.
Pipeline Control Center (24-hours): 1-800-467-2751 and Robert Clover 913 522-7501
12. No excavating or construction activity shall be conducted within 30-feet of any KPC Pipeline, LLC pipeline, or related facility in the absence of a KPC Pipeline, LLC representative. All plans that are submitted to KPC Pipeline LLC for review and plan approval shall have the two phone numbers above, along with the five (5) business days' notice of commencement, imprinted on plans.
13. Any contractor, developer, geophysical entity, etc., planning blasting operations within eight hundred feet of any KPC Pipeline, LLC pipeline or facility shall submit a blasting plan to KPC Pipeline, LLC for approval. This plan will include hole depth diameter, spacing, burden, delay times, maximum change weight per delay, sequence, explosive type, and blast zone relative to the KPC Pipeline, LLC pipeline, or facility. Under NO circumstance will blasting or seismic shot holes be allowed within 300-feet of any KPC Pipeline, LLC. All blasting within eight hundred feet of the pipeline(s) will require a seismograph to be recorded on each blast. Copies of the blasting plan and blast reports will be emailed after each blast that day. No seismic activity will exceed 1.0 peak particle velocity, during blasting, hammering of rock, pile driving, sheet pile driving or any vibrating activities within eight hundred feet of KPC Pipeline. Hammering of rock within three hundred feet of the pipeline will require a seismograph recording daily activity. All hammering of rock will stop when the seismic readings approach 1.0. Vibration monitors are not allowed. Seismographs are required on all blasting, hammering of rock, pile driving sheet pile driving or any subsequent vibrating proposed with the overall construction activities. A copy of the blasting certificate or approval from the fire Marshall shall be provided before blasting is allowed. Instantaneous seismograph readings will be available to pipeline personnel after each blast. All pile driving and expected vibration during construction will be recorded, and available during construction. All seismographs will have a current calibration certificate within 180 days of construction activities; Bump tests may be required daily if determined

by KPC Pipeline. Pile driving will commence at the farthest location and proceed closer to the pipeline to not exceed 1.0.

14. No signs, billboards, monuments, buildings, power poles, light poles, structures, manholes, parking lots, shrubbery, picnic tables, benches, sidewalks, trails, landscaping, sprinklers, sheds, or trees, baseball diamonds, soccer field, skate park, pedestrian or bike trails, public attractions, or engineering works of art, shall be located within a KPC Pipeline, LLC right of way and easement area so that the pipeline can be maintained without damaging these structures or being impeded by them.
15. No excavation shall be made on land adjacent to any KPC Pipeline, LLC pipeline which will in any way impair, impede, divert, cause erosion, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the KPC Pipeline, LLC facilities and pipeline right of way. Concrete flumes and ditch liners will be installed to carry water across the pipeline right of way to prevent erosion and potential exposure of the pipelines.
16. No fence shall be placed across KPC Pipeline, LLC right of way without written permission from KPC Pipeline, LLC. If fences are permitted, 14-foot gates must be installed on the right of way, and keys to any installed locks shall be provided to KPC Pipeline, LLC. Fence post placement is allowed with KPC approval at designated locations. Fences will not impair the ability for KPC to have access or the ability to inspect the pipeline.
17. Side cutters, tiger teeth, rock teeth, and raw teeth shall be removed from the bucket of all excavation equipment, and a bar shall be installed across the teeth during excavation in the vicinity of any KPC Pipeline.
18. No paving is to be placed over any KPC Pipeline, LLC right of way without prior written permission from KPC Pipeline, LLC. KPC Pipeline has specific and stringent requirements for parking and paving over the pipeline. No vibratory equipment within pipeline right of way.
19. Any damage to existing KPC Pipeline, LLC pipelines, facilities, pipeline insulation and/or coating, casing, markers, and/or signs, test leads, vent pipes, fences, gates, cathodic protection, ground bed, electrical appurtenances, and/or any other associated pipeline apparatus resulting from the installation, construction, maintenance or operation of any third party facilities crossing KPC Pipeline, LLC's pipelines shall be repaired to KPC Pipeline, LLC's satisfaction or replaced at the sole cost and expense by the responsible party within 15 days after the damage has occurred.
20. All written requests should be supported with plans and forwarded to KPC Pipeline, LLC as follows: 19970 West 161st Street, Olathe, KS 66062 Attn: Robert Clover.

The permittee acknowledges that it has reviewed and will comply with the Requirements, Conditions and Specifications of this proposed crossing and agrees to the terms thereof. The items above are subject to change at the discretion of KPC Pipeline designees.

(Revised 1/28/2026)
Right of Way and Legal Review KH