

Return to:
Texas Gas Transmission, LLC
4441A Verot School Road
Youngsville, LA 70592
Attn: Joy Parrott
337-856-2211 Ext 309
Internal 2309

County/Parish	_____
State	_____
Sec.	Twp _____ Rng _____
Survey Name	_____
Abstract No.	_____
OMS Permit #	10,898

ENCROACHMENT PERMIT

(Level 1)

This Encroachment Permit ("Permit") is entered into by and between Texas Gas Transmission, LLC ("Texas Gas" or "Company") and [PERMITEE NAME] ("Permittee") that Texas Gas does not object to Permittee's proposed facilities ("Permitted Facilities", as described below), provided that, the conditions and special provisions set forth below are strictly adhered to by Permittee.

PERMITEE

TEXAS GAS

Company: Marshall County Fiscal Court	Contact: Chad Morton
Corporate Address: 1101 Main Street Benton KY	Contact Address: 93 Texas Gas Lane Benton KY
Contact:	Office Phone: 270-527-3136
Contact Address:	Mobile Phone: 270-703-3652
Office Phone:	District/Area: 7810 Calvert City
Mobile Phone:	Date: 4-18-23

DESCRIPTION AND LOCATION OF FACILITY

Pipeline Name and Diameter: MLS-26-1TT, 26-2TT, 30-1TT	Index No.:	Item/Tract No.:
Station No.: 7810 Calvert City	Mile Post: MP401+ 3005	
GPS Coordinates: 36.886986, -88.456772		

DESCRIPTION OF PERMITTED WORK AND FACILITIES (collectively, "PERMITTED FACILITIES")

What: New Water Main	Where: side of Arant rd.
Plans furnished by: River Engineering Chad McCann	Date of Plans: 4-18-23 Rev. Date:

1. This Permit and the permission granted herein are subject to the existing Right of Way rights and/or leasehold interests of Texas Gas at the location described above. Nothing herein contained shall be construed to convey, waive, diminish or subordinate any of Texas Gas's existing rights whatsoever.
2. Prior to any work being performed in the vicinity of Texas Gas's Right of Way, Permittee shall serve telephone notice to the One Call Center at 811. Such notice shall be made at least two (2) but not more than five (5) full working days before work begins. Permittee shall keep the One Call notifications updated as required by state law.
3. Permittee shall also give Texas Gas a minimum of forty-eight (48) hours advance notice of any operations across Texas Gas's Right of Way. This notification shall be made during normal business hours to **Chad Morton** (Texas Gas Op Tech). Alternate notification can be made to **Mark Davidson** (Texas Gas Area Manager in that area).
4. No work shall take place in the vicinity of Texas Gas's Right of Way without Texas Gas's staff being given the opportunity to be present at the specified work site.
5. Permittee shall supply such plans, surveys, drawings, and/or sketches, as Texas Gas deems necessary.

6. The operations conducted by Permittee shall be performed at no cost or expense to Texas Gas and shall not interfere with Texas Gas's current operations in the area. Texas Gas's facility/facilities shall not be removed from service nor will the elevation or placement of Texas Gas's facility/facilities or pipeline(s) be adjusted.
7. This Permit shall be revocable by Texas Gas upon written notice to Permittee in the event of noncompliance with any requirements, conditions or specifications of this Permit.
8. Permittee shall at all times maintain the Permitted Facilities in a condition that will not interfere with or endanger Texas Gas's Right of Way.
9. All crossings should be made as near to a ninety-degree (90°) angle as possible.
10. Permittee shall construct and maintain all Permitted Facilities to comply with all applicable industry standards and federal, state, county and/or local regulations.
11. Permittee agrees that Texas Gas may remove or relocate, at Permittee's expense, Permitted Facilities or any portion thereof, if in Texas Gas's judgment, it is reasonably necessary to do so in order to operate, maintain, alter, repair, or replace Texas Gas's existing facilities located within the described property, or to construct or install new facilities. Any subsequent repair and or reinstallation of said Permitted Facilities shall be at the sole (100%) cost and expense of Permittee.
12. Texas Gas reserves the right to alter the specifications of this Permit at any time, provided that Permittee shall be given a reasonable time to comply, at Permittee's expense, with any new requirements imposed after the construction of the Permitted Facilities.
13. The permission herein granted is limited to Texas Gas's interest and authority in the described land and Permittee acknowledges the obligation to obtain additional permission from other parties of interest or the governmental jurisdiction, if applicable. Texas Gas permits this encroachment only to the extent it may do so by law and represents no warranty to do so.
14. Permittee accepts full liability for any damage to Texas Gas's facilities resulting from the Permitted Facilities.
15. **TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD TEXAS GAS AND ITS AFFILIATED ENTITIES AND THE OFFICERS AND EMPLOYEES OF EACH OF THEM (COLLECTIVELY REFERRED TO HEREINAFTER AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, CAUSE OF ACTION, PENALTY, FINE, COST (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES), CLAIM, OR STRICT LIABILITY CLAIM ARISING OUT OF OR IN ANY WAY INCIDENT TO THE WORK OR SERVICES PERFORMED BY PERMITTEE OR ITS CONTRACTORS OR THE EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, OR DAMAGE TO THE ENVIRONMENT, REGARDLESS OF WHETHER SUCH HARM IS TO PERMITTEE, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER, OR ANY OTHER PERSON OR ENTITY, AND REGARDLESS OF HOW SUCH INJURY/DEATH/DAMAGE IS CAUSED (BY INDEMNITEES' NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, OR OTHERWISE), BUT EXCLUDING INJURY/DEATH/DAMAGE TO THE EXTENT CAUSED BY THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. PERMITTEE'S DUTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS PERMIT.**
16. Permittee understands and agrees that it will be responsible for all costs, charges and expenses, specifically including, but not limited to, all attorney fees and legal costs and expenses incurred or paid by Texas Gas in any matter growing out of or arising under this Agreement or in any proceedings arising out of or related to Permittee's obligations herein.

Special Provisions: See attached

IN EVENT OF AN EMERGENCY: 1-800-626-1948

I acknowledge that I have reviewed all of the foregoing requirements, conditions, and specifications of this Permit with a Texas Gas representative and agree to the provisions thereof.

Permittee:


Witnesses:

By:


Printed Name:

Title:

Date:



Kevin Spragas
Judge / Executive
May 1, 2023



Cory Daniel

Submitted by:

Approved: Texas Gas Transmission, LLC

By:

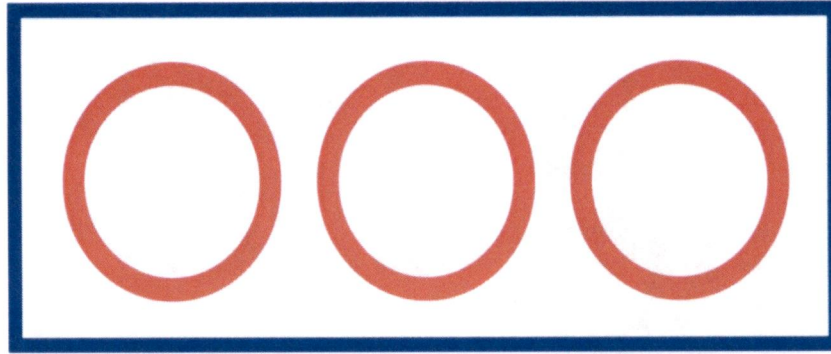
Printed Name:

Title

Date::

Area Manager

BOARDWALK



PIPELINE PARTNERS®



ENCROACHMENT SPECIAL PROVISIONS

For internal use only/not for distribution

(Only attach the required page(s) to the Level 1 Permit.)

Special Provisions for Encroachment Permit

GENERAL TECHNICAL REQUIREMENTS

1. Permittee shall schedule a pre-excavation meeting with Company to discuss all aspects of the planned activities, pipeline marking schedule and establish lines of communication.
2. If deemed necessary by Company's on-site inspector, Permittee shall install its identification markers at the crossing boundaries of Company's Right of Way limits and other locations, as specified by Company's on-site inspector.
3. Permittee shall provide a complete circumferential exposure of Company's pipeline(s) if any of the Permitted Facilities cross under Company's pipeline(s) and are installed by means of open-cut construction. Exposure of the top of Company's pipeline(s) is required if any of the Permitted Facilities cross over Company's pipeline(s) and disturb soil within twelve inches of Company's pipeline(s).
4. Permittee shall provide support and protection for any Company piping exposed and shall properly backfill excavations to maintain separation and prevent settlement.
5. Permittee shall not travel up and down, or store equipment, machinery, vehicles or materials on Company's Right of Way at any time.
6. Permittee shall return Company's Right of Way to pre-construction condition or better. Any areas disturbed on Company's Right of Way shall be protected, re-vegetated and restored. Appropriate measures shall be taken to prevent erosion on Company's Right of Way.
7. Permittee shall install timber matting or bridged timber matting at all equipment crossing points over Company's pipeline(s) subject to Company's on-site inspector's advice and approval.
8. Permittee's plans, profiles and crossing method of construction shall be made available to Company upon request.
9. Permittee shall comply with all federal, state and local guidelines, codes and statutes.
10. Permittee shall utilize competent designers and employ competent contractors.
11. Permittee shall provide a competent excavation observer to assist the equipment operator when operating excavation equipment near Company's pipeline(s) and related facilities.
12. Company may elect to have an inspector on site for all activities within the Right of Way. Company's on-site inspector shall have the authority to suspend any operations conducted within the limits of its Right of Way if, in the opinion of Company's on-site inspector, those operations compromise safety.

Special Provisions for Encroachment Permit

Open-Cut Method

1. Permittee shall install the Permitted Facilities across Company's Right of Way such that there is a minimum of twenty-four inches clearance between the Permitted Facilities and the Company's pipeline(s).
2. The Permitted Facilities shall be installed at a uniform depth across the full width of the Company's Right of Way.
3. If deemed necessary by Company's on-site inspector, Permittee shall install cathodic protection test leads per Company Drawings P-111-03 and P-111-06, provided to Permittee under separate cover, and/or other corrosion protection measures at all crossings with less than sixty inches of clearance between the Permitted Facilities and Company's pipeline(s). Permittee shall coordinate with Company's on-site inspector to perform a post-installation interference cathodic protection survey.
4. If the Permitted Facilities are installed above Company's pipeline, Permittee shall encase the Permitted Facilities in polyvinyl chloride ("PVC") unless there is a concrete barrier between the Permitted Facilities and Company's pipeline. If the Permitted Facilities are installed below Company's pipeline and with less than sixty inches of clearance between the Permitted Facilities and Company's pipeline, Permittee shall encase the Permitted Facilities in PVC.
5. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.

Special Provisions for Encroachment Permit

Bored Method

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3. If deemed necessary by Company's on-site inspector at the pre-excavation meeting, Permittee's bore contractor shall be required to excavate observation windows on either side of Company's pipeline(s) to ensure proper distance of separation and avoidance of pipeline(s).
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Special Provisions for Encroachment Permit

Drilled Method

1. Permittee shall install the Permitted Facilities across Company's Right of Way such that there is a minimum of ten feet clearance between the top of the Permitted Facilities and the bottom of the Company's pipeline(s).
2. Permittee shall provide a magnetic surface coil or other monitoring system, as deemed acceptable by Company's on-site inspector, during all drilling operations.
3. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.

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337-856-2211 Ext 309
Internal 2309

County/Parish	<u>Marshall County</u>		
State	<u>Kentucky</u>		
Sec.	Twp	Rng	
Survey Name			
Abstract No.			
OMS Permit # <u>10,896</u>			

ENCROACHMENT PERMIT

(Level 1)

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PERMITEE

TEXAS GAS

Company: <u>Marshall Co. Fiscal Court</u>	Contact: <u>Chad Morton</u>
Corporate Address: <u>1101 Main Street Benton, KY</u>	Contact Address: <u>93 Texas Gas Lane Benton, KY 42022</u>
Contact:	Office Phone: <u>270-527-3136</u>
Contact Address:	Mobile Phone: <u>270-703-3652</u>
Office Phone:	District/Area: <u>7810 Calvert City</u>
Mobile Phone:	Date: <u>4-18-23</u>

DESCRIPTION AND LOCATION OF FACILITY

Pipeline Name and Diameter: <u>MLS-26-1TT, 26-2TT-30-1TT</u>	Index No.:	Item/Tract No.:
Station No.: <u>7810 Calvert City</u>	Mile Post: <u>MP 401+1337</u>	
GPS Coordinates: <u>36.883601, -88.460561</u>		

DESCRIPTION OF PERMITTED WORK AND FACILITIES (collectively, "PERMITTED FACILITIES")

What: <u>New Water Main</u>	Where: <u>Side of J.B. Copeland Rd.</u>
Plans furnished by: <u>River Engineering Chad McCann</u>	Date of Plans: <u>4-18-23</u> Rev. Date:

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Special Provisions: See attached

IN EVENT OF AN EMERGENCY: 1-800-626-1948

I acknowledge that I have reviewed all of the foregoing requirements, conditions, and specifications of this Permit with a Texas Gas representative and agree to the provisions thereof.

Permittee:

Witnesses:

By:

Printed Name:

Title:

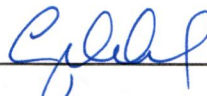
Date:



Kevin Spraggs

Judge Executive

May 1, 2023



Cory Daniel

Submitted by:

Approved:

Texas Gas Transmission, LLC

By:

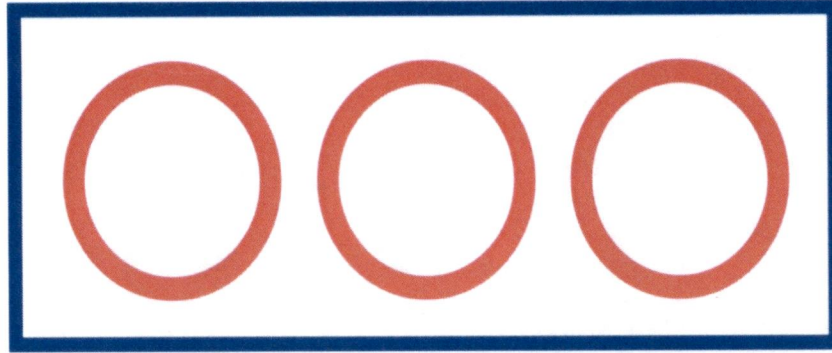
Printed Name:

Title

Date::

Area Manager

BOARDWALK



PIPELINE PARTNERS®



TEXAS GAS
TRANSMISSION, LLC



GULF CROSSING
PIPELINE



ENCROACHMENT SPECIAL PROVISIONS

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Special Provisions for Encroachment Permit

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Special Provisions for Encroachment Permit

Open-Cut Method

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Special Provisions for Encroachment Permit

Bored Method

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Special Provisions for Encroachment Permit

Drilled Method

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Internal 2309

County/Parish	Marshall Co.
State	KY
Sec.	Twp Rng
Survey Name	
Abstract No.	
OMS Permit #	10,895

ENCROACHMENT PERMIT

(Level 1)

This Encroachment Permit ("Permit") is entered into by and between Texas Gas Transmission, LLC ("Texas Gas" or "Company") and [PERMITEE NAME] ("Permittee") that Texas Gas does not object to Permittee's proposed facilities ("Permitted Facilities", as described below), provided that, the conditions and special provisions set forth below are strictly adhered to by Permittee.

PERMITEE	TEXAS GAS
Company: Marshall Co. Fiscal Court	Contact: Chad Morton
Corporate Address: 1101 Main Street Benton, KY	Contact Address: 93 Texas Gas Lane Benton, KY 42025
Contact:	Office Phone: 270-527-3136
Contact Address:	Mobile Phone: 270-703-3652
Office Phone:	District/Area: 7810 Calvert City
Mobile Phone:	Date: 4-18-23

DESCRIPTION AND LOCATION OF FACILITY

MLS-26-ITT	Index No.:	Item/Tract No.:
Pipeline Name and Diameter: MLS 26-2TT MLS 30-ITT		
Station No.: 7810 Calvert City	Mile Post: ^{MP} 400 + 4697, MP 400 + 4722	
GPS Coordinates: 36.879468, -88.464462		

DESCRIPTION OF PERMITTED WORK AND FACILITIES (collectively, "PERMITTED FACILITIES")

What: New Water main	Where: on side of elva rd.
Plans furnished by: Rivercrest Engineering - Chad McCann	Date of Plans: Rev. Date:

- This Permit and the permission granted herein are subject to the existing Right of Way rights and/or leasehold interests of Texas Gas at the location described above. Nothing herein contained shall be construed to convey, waive, diminish or subordinate any of Texas Gas's existing rights whatsoever.
- Prior to any work being performed in the vicinity of Texas Gas's Right of Way, Permittee shall serve telephone notice to the One Call Center at 811. Such notice shall be made at least two (2) but not more than five (5) full working days before work begins. Permittee shall keep the One Call notifications updated as required by state law.
- Permittee shall also give Texas Gas a minimum of forty-eight (48) hours advance notice of any operations across Texas Gas's Right of Way. This notification shall be made during normal business hours to Chad Morton (Texas Gas Op Tech). Alternate notification can be made to Mark Davidson (Texas Gas Area Manager in that area).
- No work shall take place in the vicinity of Texas Gas's Right of Way without Texas Gas's staff being given the opportunity to be present at the specified work site.
- Permittee shall supply such plans, surveys, drawings, and/or sketches, as Texas Gas deems necessary.

6. The operations conducted by Permittee shall be performed at no cost or expense to Texas Gas and shall not interfere with Texas Gas's current operations in the area. Texas Gas's facility/facilities shall not be removed from service nor will the elevation or placement of Texas Gas's facility/facilities or pipeline(s) be adjusted.
7. This Permit shall be revocable by Texas Gas upon written notice to Permittee in the event of noncompliance with any requirements, conditions or specifications of this Permit.
8. Permittee shall at all times maintain the Permitted Facilities in a condition that will not interfere with or endanger Texas Gas's Right of Way.
9. All crossings should be made as near to a ninety-degree (90°) angle as possible.
10. Permittee shall construct and maintain all Permitted Facilities to comply with all applicable industry standards and federal, state, county and/or local regulations.
11. Permittee agrees that Texas Gas may remove or relocate, at Permittee's expense, Permitted Facilities or any portion thereof, if in Texas Gas's judgment, it is reasonably necessary to do so in order to operate, maintain, alter, repair, or replace Texas Gas's existing facilities located within the described property, or to construct or install new facilities. Any subsequent repair and or reinstallation of said Permitted Facilities shall be at the sole (100%) cost and expense of Permittee.
12. Texas Gas reserves the right to alter the specifications of this Permit at any time, provided that Permittee shall be given a reasonable time to comply, at Permittee's expense, with any new requirements imposed after the construction of the Permitted Facilities.
13. The permission herein granted is limited to Texas Gas's interest and authority in the described land and Permittee acknowledges the obligation to obtain additional permission from other parties of interest or the governmental jurisdiction, if applicable. Texas Gas permits this encroachment only to the extent it may do so by law and represents no warranty to do so.
14. Permittee accepts full liability for any damage to Texas Gas's facilities resulting from the Permitted Facilities.
15. **TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD TEXAS GAS AND ITS AFFILIATED ENTITIES AND THE OFFICERS AND EMPLOYEES OF EACH OF THEM (COLLECTIVELY REFERRED TO HEREINAFTER AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, CAUSE OF ACTION, PENALTY, FINE, COST (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES), CLAIM, OR STRICT LIABILITY CLAIM ARISING OUT OF OR IN ANY WAY INCIDENT TO THE WORK OR SERVICES PERFORMED BY PERMITTEE OR ITS CONTRACTORS OR THE EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, OR DAMAGE TO THE ENVIRONMENT, REGARDLESS OF WHETHER SUCH HARM IS TO PERMITTEE, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER, OR ANY OTHER PERSON OR ENTITY, AND REGARDLESS OF HOW SUCH INJURY/DEATH/DAMAGE IS CAUSED (BY INDEMNITEES' NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, OR OTHERWISE), BUT EXCLUDING INJURY/DEATH/DAMAGE TO THE EXTENT CAUSED BY THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. PERMITTEE'S DUTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS PERMIT.**
16. Permittee understands and agrees that it will be responsible for all costs, charges and expenses, specifically including, but not limited to, all attorney fees and legal costs and expenses incurred or paid by Texas Gas in any matter growing out of or arising under this Agreement or in any proceedings arising out of or related to Permittee's obligations herein.

Special Provisions: See attached

IN EVENT OF AN EMERGENCY: 1-800-626-1948

I acknowledge that I have reviewed all of the foregoing requirements, conditions, and specifications of this Permit with a Texas Gas representative and agree to the provisions thereof.

Permittee:

By:

Printed Name:

Title:

Date:

Witnesses:

Submitted by:


Approved:

By:

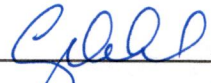
Printed Name:

Title

Date::



Kevin Spraggs
Judge / Executive
May 1, 2023

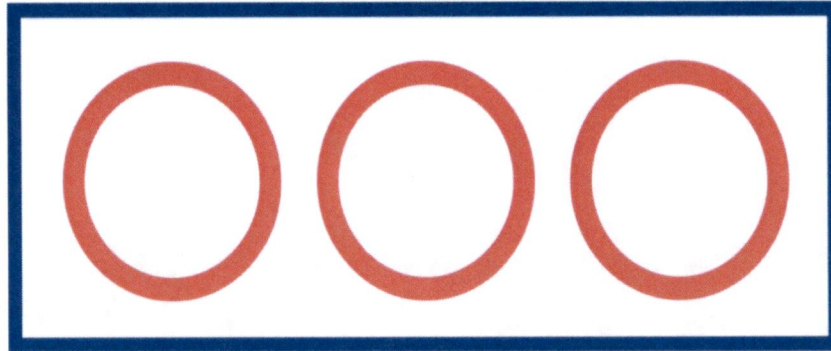


Cory Daniel

Texas Gas Transmission, LLC

Area Manager

BOARDWALK



PIPELINE PARTNERS®



TEXAS GAS
TRANSMISSION, LLC



GULF SOUTH
PIPELINE



GULF CROSSING
PIPELINE



BOARDWALK
FIELD SERVICES, LLC



BOARDWALK
LOUISIANA MIDSTREAM, LLC

ENCROACHMENT SPECIAL PROVISIONS

For internal use only/not for distribution

(Only attach the required page(s) to the Level 1 Permit.)

Special Provisions for Encroachment Permit

GENERAL TECHNICAL REQUIREMENTS

1. Permittee shall schedule a pre-excavation meeting with Company to discuss all aspects of the planned activities, pipeline marking schedule and establish lines of communication.
2. If deemed necessary by Company's on-site inspector, Permittee shall install its identification markers at the crossing boundaries of Company's Right of Way limits and other locations, as specified by Company's on-site inspector.
3. Permittee shall provide a complete circumferential exposure of Company's pipeline(s) if any of the Permitted Facilities cross under Company's pipeline(s) and are installed by means of open-cut construction. Exposure of the top of Company's pipeline(s) is required if any of the Permitted Facilities cross over Company's pipeline(s) and disturb soil within twelve inches of Company's pipeline(s).
4. Permittee shall provide support and protection for any Company piping exposed and shall properly backfill excavations to maintain separation and prevent settlement.
5. Permittee shall not travel up and down, or store equipment, machinery, vehicles or materials on Company's Right of Way at any time.
6. Permittee shall return Company's Right of Way to pre-construction condition or better. Any areas disturbed on Company's Right of Way shall be protected, re-vegetated and restored. Appropriate measures shall be taken to prevent erosion on Company's Right of Way.
7. Permittee shall install timber matting or bridged timber matting at all equipment crossing points over Company's pipeline(s) subject to Company's on-site inspector's advice and approval.
8. Permittee's plans, profiles and crossing method of construction shall be made available to Company upon request.
9. Permittee shall comply with all federal, state and local guidelines, codes and statutes.
10. Permittee shall utilize competent designers and employ competent contractors.
11. Permittee shall provide a competent excavation observer to assist the equipment operator when operating excavation equipment near Company's pipeline(s) and related facilities.
12. Company may elect to have an inspector on site for all activities within the Right of Way. Company's on-site inspector shall have the authority to suspend any operations conducted within the limits of its Right of Way if, in the opinion of Company's on-site inspector, those operations compromise safety.

Special Provisions for Encroachment Permit

Open-Cut Method

1. Permittee shall install the Permitted Facilities across Company's Right of Way such that there is a minimum of twenty-four inches clearance between the Permitted Facilities and the Company's pipeline(s).
2. The Permitted Facilities shall be installed at a uniform depth across the full width of the Company's Right of Way.
3. If deemed necessary by Company's on-site inspector, Permittee shall install cathodic protection test leads per Company Drawings P-111-03 and P-111-06, provided to Permittee under separate cover, and/or other corrosion protection measures at all crossings with less than sixty inches of clearance between the Permitted Facilities and Company's pipeline(s). Permittee shall coordinate with Company's on-site inspector to perform a post-installation interference cathodic protection survey.
4. If the Permitted Facilities are installed above Company's pipeline, Permittee shall encase the Permitted Facilities in polyvinyl chloride ("PVC") unless there is a concrete barrier between the Permitted Facilities and Company's pipeline. If the Permitted Facilities are installed below Company's pipeline and with less than sixty inches of clearance between the Permitted Facilities and Company's pipeline, Permittee shall encase the Permitted Facilities in PVC.
5. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.

Special Provisions for Encroachment Permit

Bored Method

1. Permittee shall install the Permitted Facilities across Company's Right of Way such that there is a minimum of five feet clearance between the top of the Permitted Facilities and the bottom of the Company's pipeline(s).
2. The Permitted Facilities shall be installed at a uniform depth across the full width of the Company's Right of Way.
3. If deemed necessary by Company's on-site inspector at the pre-excavation meeting, Permittee's bore contractor shall be required to excavate observation windows on either side of Company's pipeline(s) to ensure proper distance of separation and avoidance of pipeline(s).
4. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.

Special Provisions for Encroachment Permit

Drilled Method

1. Permittee shall install the Permitted Facilities across Company's Right of Way such that there is a minimum of ten feet clearance between the top of the Permitted Facilities and the bottom of the Company's pipeline(s).
2. Permittee shall provide a magnetic surface coil or other monitoring system, as deemed acceptable by Company's on-site inspector, during all drilling operations.
3. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.