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LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 8th of July, 2013, between WISCONSIN CENTRAL LTD, party of the first part, hereinafter called the Railroad, and

File 5574-W

Buckeye Terminals LLC
One Greenway Plaza
Suite 600
Houston, TX. 77046-0100

2014 006331

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one time fee of \$12,000.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 2 - 24" Steel Crude Oil pipeline (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at M.P. 34.88 in Schererville, IN, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 FEB -3 AM 11:00

MICHAEL B. BROWN

\$25

CK# 242293

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Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
5. The pipeline shall be installed at least 43 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 3.5 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.
10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.
11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair,

renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate of not less than \$10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

NOT OFFICIAL!
This document is filed by
the Lake County Recorder!
WISCONSIN CENTRAL LTD, and its Parent Corporation,
Canadian National Railway Company
17641 S Ashland Ave
Homewood, IL 60430

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
 - A. Statutory Workers' Compensation and Employer's Liability insurance.

- B. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- C. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change in the policy.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.
15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.
17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.
19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

WISCONSIN CENTRAL LTD

By: 

Michael F. Deegan - Regional Manager, Business Development and Real Estate

BUCKEYE TERMINALS LLC

By: 

Name and Title

David G. Boone
 Manager, Right of Way, Permits & OneCall.

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPELINE CROSSING/ENCROACHMENT
 Complete this form and return it along with a non-refundable preparation fee of \$750 made out to CN.

DATE: _____

1. Owner/Applicant Information		
Name and Address: <u>Buckeye Terminals LLC</u> <u>One Greenway Plaza Suite 600 Houston TX 77046-0100</u>		
Authorized Representative: <u>EN Engineering/David Drose</u> Title <u>Project Manager</u>		
Phone Number: <u>281-353-4109</u> Fax Number <u>281-353-7373</u> Email <u>ddrose@enengineering.com</u>		
Point of Contact: <u>John Klatt w/ Calumet Pipeline</u> Phone Number: <u>847-366-0591</u>		
2. Location Of Pipeline		
Pipeline Location Mile Post: <u>34</u> plus <u>4653</u> feet (if parallel) to Mile Post: _____ plus _____ feet At or Near <u>Schereville, IN</u> (Name of City, Town, Village)		
3. Commodity to be transmitted in pipe line: <u>Crude oil</u> (steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste - specify)		
4. Pipe Data		
	CARRIER PIPE	CASING PIPE
A. Inside Diameter:	<u>23"</u>	_____
B. Outside Diameter:	<u>24"</u>	_____
C. Wall Thickness:	<u>0.500"</u>	_____
D. Pipe Material:	<u>Steel</u>	_____
E. Specification/Grade or class:	<u>API-5L X-70</u>	_____
F. Min. Yield Point of Material	<u>52,700 PSI</u>	_____
G. Process of Manufacture	<u>ERW</u>	_____
H. Name of Manufacturer	<u>DNK</u>	_____
I. Type of Joint	<u>SHAW</u>	_____
J. Working Pressure	<u>720</u> <u>1,100 psi</u>	_____
K. Maximum operating pressure in pipeline:	<u>1,480</u> <u>720</u> (psi by gauge)	_____
L. Length of Casing pipe:	_____	_____ Feet
M. Will casing pipe/uncased carrier pipe be cathodically protected:	<u>Yes</u>	_____
N. Hydrostatic pressure carrier pipe will be tested with before using:	<u>1,850</u>	_____ (psi)
O. Will casing pipe be vented? _____ Size: _____	<u>1000 (min)</u>	_____
P. Will casing pipe/uncased carrier pipe have a protective coating? <u>Yes</u> Type: <u>FBE/ARO</u>	_____	_____
Q. Depth of top of casing or uncased carrier pipe below base of rail or top of ground <u>43</u> feet. (Minimum at closest point)	_____	_____
R. Method of installing casing pipe /uncased carrier pipe <u>Horizontal Directional Drill</u> (dry bore & jack, directional, tunnel, other - specify)	_____	_____

Attach to this application (3 copies) showing north arrow and a location sketch with crossings measured from the nearest railroad mile post and a profile sketch of actual situations showing relationship of tracks, contour of ground, the buried pipe, etc. Distance from each facility (encroachment) to the centerline of nearest road, crossing, bridge or other Railroad structures, must be clearly indicated. Right of way lines of railroad and labeled Street or highway, if involved, should also be shown.





LAKE COUNTY, INDIANA
 SEC. 4, T. 39N, R. 9W, ST. JOHN TWP.

LEGEND

- TEMPORARY WORK SPACE (TWS)
- UNDERGROUND TELEPHONE (UST)
- ABOVE GROUND TELEPHONE (T)
- FIBER OPTIC TELEPHONE (FO)
- UNDERGROUND POWER (P)
- FOREIGN PIPELINE
- WETLANDS
- FENCE
- RAILROAD
- VALVE

CONTENTS	CRUDE OIL
MATERIAL SPEC.	API 5L
CARRIER (O.D.)	24"
INSIDE DIAMETER (I.D.)	23"
MATERIAL	STEEL
WALL THICKNESS	0.500"
MAX. OPERATING PRESSURE, PSIG	750 PS
TEST PRESSURE, PSIG	900 PS
TYPE LONGITUDINAL JOINT	SPAW
TYPE CIRCUMFERENTIAL JOINT	SPAW
SPECIFIED MINIMUM YIELD STRENGTH	52,000 PS
INSTALLATION	HDD
COATING TYPE	FBE WITH ABRASION RESISTANT OVERCOAT
TUNNEL LINER PLATES	NO
CATHODIC PROTECTION	YES
TEMP TRACK SUPPORT OR RIP RAP	NO
2011 SPRING IMAGERY	NO

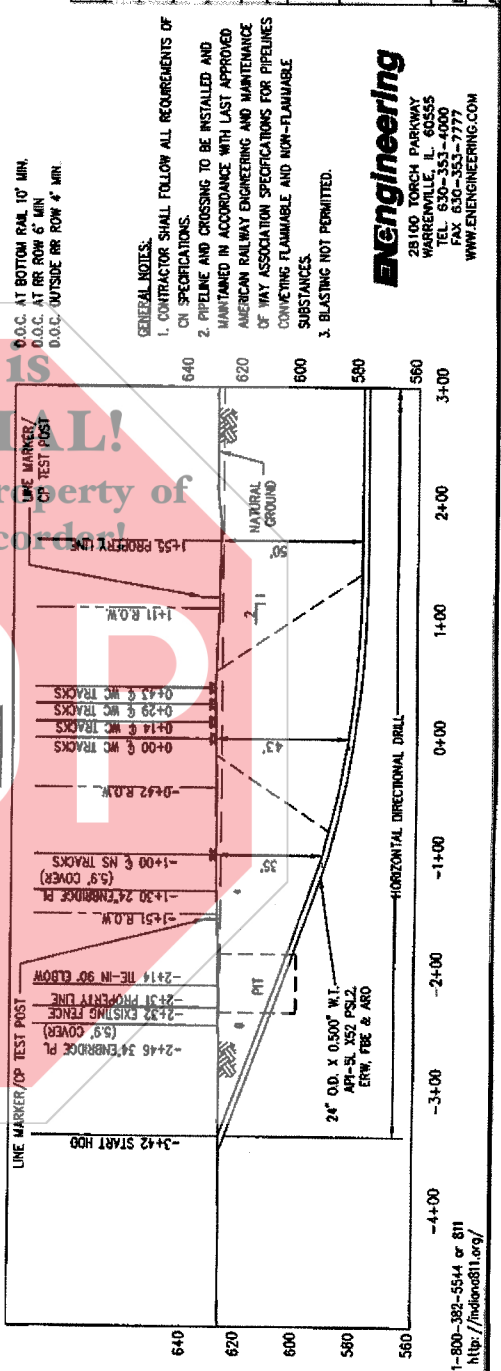
RAILROAD PARCEL NO.
 45-11-04-503-002.000-036 &
 45-11-04-503-003.000-036

ISSUED FOR PERMIT
 02/09/13

NO.	LOC.	DESCRIPTION OF REVISION	BY	DATE
3		REMOVED CANADIAN NATIONAL REFERENCES	CHW	09-13
2		ISSUED FOR BOX REVIEW/REVISED MDP	RSB	09-13
1		ISSUED FOR PERMIT	DK	09-13
NO.	LOC.	DESCRIPTION OF REVISION	BY	DATE
		WORK ORDER NO. 762171		

BUCKEYE PARTNERS, LP
 PROPOSED TWO - 24" BUCKEYE TRANSFER LINES
 CROSSING OF WISCONSIN CENTRAL RAILROAD
 HARTSDALE STATION TO ENBRIDGE GRIFFITH TERMINAL
 LAKE COUNTY, INDIANA

SCALE: AS SHOWN DATE: 3-11-13
 DRAWN: R.M. NO. 10-002-001
 CHECKED: D.K. REV. 3



- GENERAL NOTES:**
- CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF ALL SPECIFICATIONS.
 - PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
 - BLASTING NOT PERMITTED.

Engineering
 28100 TORCH PARKWAY
 WARRENVILLE, IL 60555
 TEL 630-353-4000
 FAX 630-353-7777
 WWW.ENGINEERING.COM

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