

31

AFTER RECORDING RETURN TO:  
Right of Way Department  
Buckeye Partners, L.P.  
5 TEK Park  
9999 Hamilton Boulevard  
Breinigsville, PA 18031

2017 011413

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 FEB 23 PM 2:34

MICHAEL B. BROWN  
RECORDER

BU: XF001KZ  
RW: 17  
St. John Township  
Lake County, IN

PIN: 45-11-11-226-006.000-033

(Above Space for Recorder's Use Only)



FILED

FEB 23 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR  
021371

STATE OF INDIANA  
COUNTY OF LAKE

§ KNOW ALL MEN BY THESE PRESENTS  
§  
§

This Encroachment Agreement ("Agreement") is made and entered into by and between **BUCKEYE PIPE LINE COMPANY, L.P.**, (hereinafter referred to as "COMPANY") whose address is Five TEK Park, 9999 Hamilton Blvd, Breinigsville, PA 18031, and **WESTPARK DEVELOPMENT, INC.**, an Indiana corporation (hereinafter referred to as "ENTITY"), whose address is 223 N. Broad St, Griffith, IN 46319,



WHEREAS, COMPANY is the owner of a certain eight-inch (8") diameter petroleum products pipeline and appurtenances (hereinafter referred to as "Facilities" or "Pipeline" or "Pipeline(s)") by virtue of a right of way and easement document covering a tract of land as described in the following instrument:

That certain agreement titled "Partial Release of Easements & Agreement", dated September 1, 2005, being recorded on September 9, 2005 as Document No. 2003078599 in the Office of the Recorder of Deeds, Lake County, Indiana, excepting and reserving unto COMPANY an easement fifty feet (50') in width (hereinafter referred to as "Easement"); and

WHEREAS, ENTITY is the present owner of a certain tract of land described in Town of Griffith, Lake County, Indiana, said lands being more particularly described in that certain Trustee's Deed dated January 10, 2017, as recorded on January 27, 2017 in the Office of the Lake County, Indiana Recorder of Deeds as Document No. 2017-006303, being part of Tax Parcel 45-11-11-226-006.000-033, hereinafter referred to as the ("Land"). Said Land is subject to the above-described Right of Way and Easement document; and

\$ 73  
CK# 5233  
2 Ref

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: JS

Handwritten mark resembling a stylized 'A' or 'B'.

WHEREAS, ENTITY desires to develop and construct a roadway, sanitary sewer and domestic water main as depicted in plans developed and dated 5/26/2016 by Torrenga Engineering, Inc., titled "Turnberry at Trail Creek, Unit Three, Phase One, a Planned Unit Development in the Town of Griffith, Lake County, Indiana, which will encroach upon the COMPANY'S Pipeline and Easement, (hereinafter referred to as "Encroachment"); and,

WHEREAS, COMPANY and ENTITY agree that the existence of the Encroachment: (a) Conflicts with the purpose and character of the Easement; and (b) Interferes with and obstructs COMPANY'S rights, obligations, and abilities to operate, maintain, replace, and access the Pipeline(s); and,

WHEREAS, ENTITY desires to obtain COMPANY'S consent to encroach on the Easement and Pipeline; and,

WHEREAS, COMPANY, under the terms hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, COMPANY hereby agrees to accommodate the Encroachment subject to the following terms and conditions:

**1. GENERAL GUIDELINES:**

All construction activity of any kind, including, but not limited to, movement or storage of equipment or materials, boring, and excavation must comply with the most recent version of the COMPANY'S "Right of Way Use Restrictions Specification" attached hereto as Exhibit "A", except as provided in Section 2 herein.

**2. SPECIFIC APPROVED ENCROACHMENTS:**

ENTITY'S development and construction of its Turnberry at Trail Creek, Unit Three, Phase One constituting the Encroachment shall conform with and abide by that particular September 1, 2016 conditional approval letter by COMPANY, attached hereto and made a part hereof as Exhibit "B", counter executed by the ENTITY, as specifically-approved encroachment activity affecting the COMPANY'S pipeline right of way and associated easements listed above.

**3. DRAWINGS AND RECORDS:**

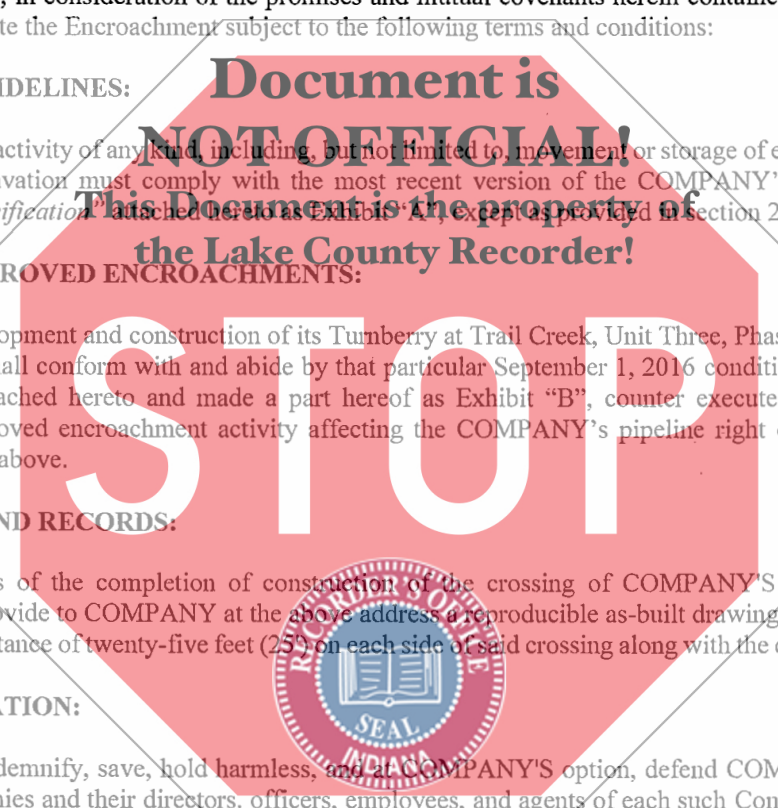
Within 120 days of the completion of construction of the crossing of COMPANY'S Pipeline(s)/Easement, ENTITY will provide to COMPANY at the above address a reproducible as-built drawing of the crossing, which will include a distance of twenty-five feet (25') on each side of said crossing along with the depiction of elevations.

**4. INDEMNIFICATION:**

ENTITY will Indemnify, save, hold harmless, and at COMPANY'S option, defend COMPANY, its parent and affiliated companies and their directors, officers, employees, and agents of each such Company from any and all claims, demands, costs (including without limitation reasonable attorneys' and expert witnesses' fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for Injury or death to persons or damage or loss of property, real or personal, environmental damages, or other business losses, including those made or incurred by COMPANY of Its parent or affiliated companies and their directors, officers, employees, and agents of each such Company, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, relocation, or removal of the Encroachment, except those arising from COMPANY'S negligence.

**5. LIABILITY:**

In the event that the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes COMPANY to incur any cost that in any manner relates to COMPANY'S operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline(s), or the cleanup or handling of any spills of petroleum products, ENTITY, its successors or assigns, agrees to reimburse COMPANY for any and all such costs that would not have been incurred but for the existence of the Encroachment. ENTITY hereby agrees that COMPANY will not be held



liable for any damages to the Encroachment arising from COMPANY'S operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline(s).

**6. WAIVERS:**

COMPANY and ENTITY agree that the existence of the Encroachment does not constitute a waiver of COMPANY'S express rights under the aforesaid Easement or any other rights which may be implied by law or equity.

**7. BREACH OF TERMS:**

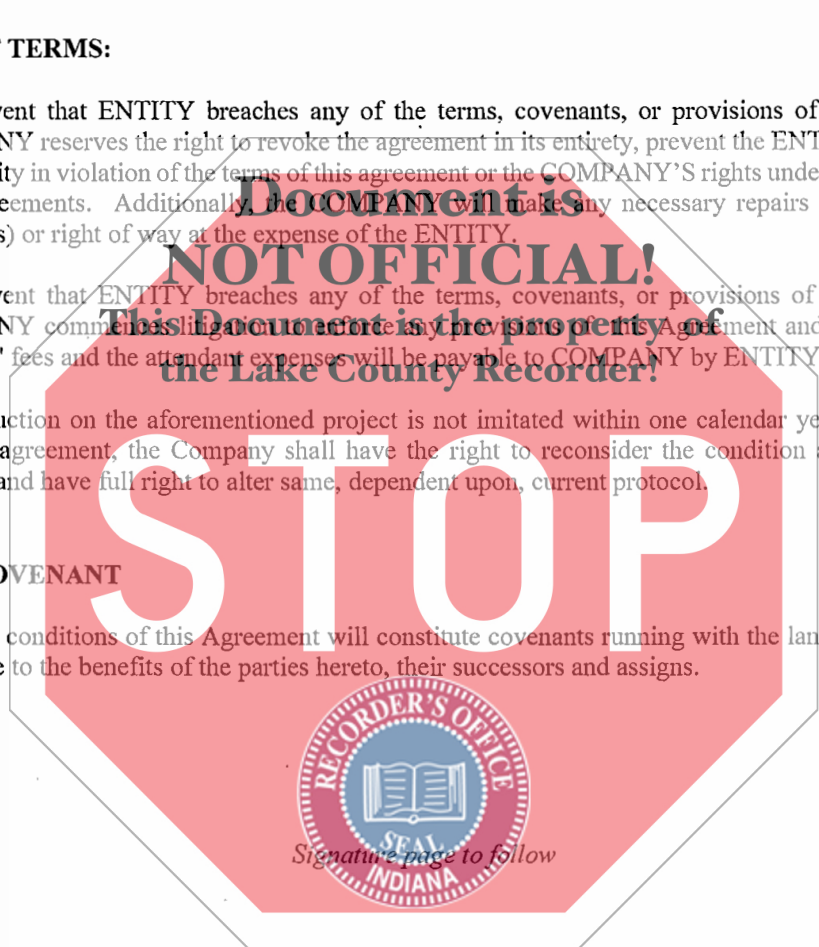
7.1. In the event that ENTITY breaches any of the terms, covenants, or provisions of this Agreement, the COMPANY reserves the right to revoke the agreement in its entirety, prevent the ENTITY from continuing any activity in violation of the terms of this agreement or the COMPANY'S rights under its easements and/or prior agreements. Additionally, the COMPANY will make any necessary repairs or adjustments to its pipeline(s) or right of way at the expense of the ENTITY.

7.2. In the event that ENTITY breaches any of the terms, covenants, or provisions of this Agreement, and COMPANY commences litigation against ENTITY in violation of this Agreement and prevails, the cost of attorneys' fees and the attendant expenses will be payable to COMPANY by ENTITY upon demand.

7.3. If construction on the aforementioned project is not initiated within one calendar year of the date of this letter of agreement, the Company shall have the right to reconsider the condition and privileges herein granted, and have full right to alter same, dependent upon, current protocol.

**8. BINDING COVENANT**

The terms and conditions of this Agreement will constitute covenants running with the land and will be binding upon and inure to the benefits of the parties hereto, their successors and assigns.



IN WITNESS WHEREOF, we have hereunto set out hands on this the \_\_\_\_ day of \_\_\_\_\_ 2017.

WITNESSES:

GRANTOR

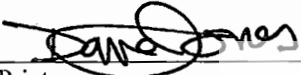
BUCKEYE PIPE LINE COMPANY, L.P.


By: MainLine L.P.,

Its general partner

By: MainLine GP, Inc.,

Its general partner

  
Print: David Jones

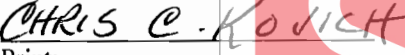
By:   
David G. Boone  
Senior Manager, Right-of-Way, Real Estate and  
Damage Prevention

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

GRANTEE

WESTPARK DEVELOPMENT, INC

  
Print: CHRIS E. KOVICH

By:   
PRESIDENT





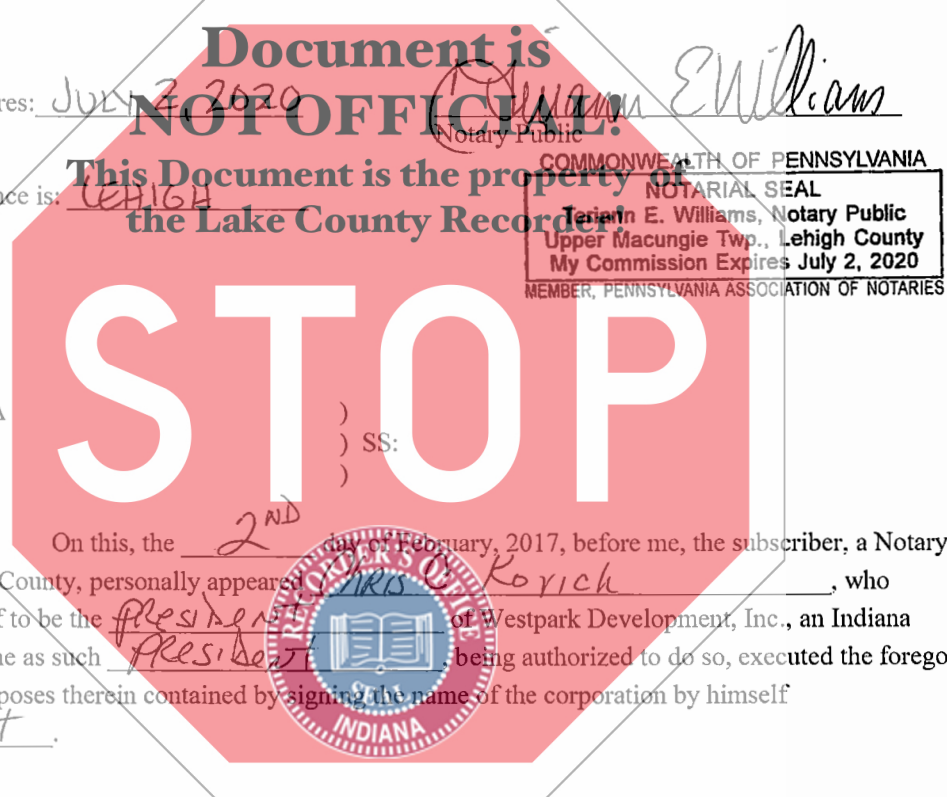
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LEHIGH )

On this 3<sup>RD</sup> day of FEBRUARY, 2017, the above-named David G. Boone, Acting in his capacity as Senior Manager of Right-of-Way, Real Estate and Damage Prevention of MainLine GP, LLC, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument to be the free act and deed of MainLine GP, LLC, acting as general partner of MainLine L.P., a Delaware limited partnership, with the MainLine L.P. acting as the general partner of Buckeye Pipe Line Company, L.P., a Delaware limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: JULY 2, 2020

My County of Residence is: LEHIGH



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

On this, the 2<sup>ND</sup> day of February, 2017, before me, the subscriber, a Notary Public in and for said County, personally appeared MICHAEL R. NORRIS, who acknowledged himself to be the president of Westpark Development, Inc., an Indiana corporation, and that he as such president being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as president.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: Feb. 27, 2021

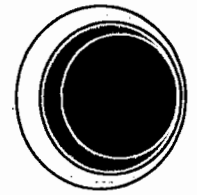
My County of Residence is: LaKe

Cheryl Balzer  
Notary Public

CHERYL BALZER  
NOTARY PUBLIC  
SEAL  
LAKE COUNTY, STATE OF INDIANA  
MY COMMISSION EXPIRES FEBRUARY 27, 2021  
COMMISSION NO. 642479

This instrument prepared by Michael R. Norris, Sr. Specialist, Buckeye Partners, L. P., 5521 West Lincoln Highway, Crown Point, IN 46307

**BUCKEYE PARTNERS, L.P. AND AFFILIATES**  
**Five TEK Park, 9999 Hamilton Boulevard**  
**Breinigsville, PA 18031**



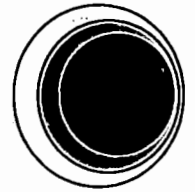
**Right-of-Way Use Restrictions Specification**  
**Revision 4.1**

**Table of Contents**

<u>SECTION</u>	<u>PAGE NO.</u>
Purpose and Scope -----	2
1.0 General Guidelines -----	2
2.0 Excavation and Construction Restrictions -----	3
3.0 Specific Guidelines -----	5
3.1 Cover, Grading, and Drainage -----	5
3.1.1 Cover and Grading -----	5
3.1.2 Drainage -----	5
3.2 Aboveground and Underground Structures -----	5
3.2.1 General Requirements -----	5
3.2.2 Gardening and Landscaping -----	5
3.2.3 Fences and Walls -----	6
3.3 Roads, Driveways, Sidewalks, and Parking Areas -----	6
3.3.1 General Requirements -----	6
3.4 Foreign Utility Crossings -----	6
3.4.1 General Requirements -----	6
3.4.2 Metallic Utilities -----	7
3.4.3 Non-Metallic Utilities -----	7
3.5 Electrical, Fiber-Optic, and Communications Cables -----	7
3.5.1 General Requirements -----	7
3.5.2 Buried Cables -----	7
3.5.3 Aboveground Cables -----	8
3.6 Temporary Access Roads and Heavy/Construction Vehicle Crossings -----	8
3.7 Railroad Crossings -----	8
3.8 Farming and Field Tile -----	8
3.9 Construction-Induced Vibrations -----	9
3.10 Blasting Operations -----	9
3.11 Seismic Vibrating Operations -----	10
3.12 Wind Turbines -----	11
4.0 Deviations and Exceptions -----	12
5.0 Additional Information and Buckeye Contacts -----	12
 <u>ATTACHMENTS</u>	
1 Buckeye Facility Locations and Phone Numbers -----	13
2 Right of Way and Engineering Contacts -----	14
3 State One Call Systems -----	15
4 Application for Design Plan Submission and Encroachment Review -----	16
5 Reinforced-Concrete Slab Detail -----	19
6 Earthen Ramp Detail -----	20
7 Foreign Utility Trench Crossing Detail -----	21
8 Blasting Plan Submission Form -----	22
9 Excavation Safety Checklist -----	23



**Buckeye Partners, L.P. and Affiliates  
Right-of-Way Use Restrictions Specification  
Revision 4.1**



**Purpose and Scope**

This Right-of-Way Use Restrictions Specification (hereinafter called "Specification") has been developed by Buckeye Partners, L.P. and Affiliates (hereinafter called "Buckeye") and is intended for landowners, utility owners, general contractors and their sub-contractors, pipeline/utility contractors, real estate developers, brokers and agents, lending officers and title underwriters, engineers, architects, surveyors, and local / governmental elected staffs (hereinafter called "Crossing Party") as a guideline for the design and construction of proposed land development.

Buckeye appreciates this opportunity to work with you in the planning stages of your development (or construction activity), and we look forward to working with you proactively. Buckeye's primary concern when activities are taking place near our pipeline is public safety and environmental protection. The intent of this Specification is to provide a clear and consistent set of requirements that will: (1) reduce the risk of damage to our pipeline and related facilities; (2) ensure unencumbered access to our right-of-way and pipeline facilities and the availability of adequate workspace for routine maintenance, future inspection, and/or repair work on our pipeline; and (3) enable the effective corrosion protection of our pipeline.

All such activities and projects that are performed near Buckeye's pipeline facilities are subject to formal review by Buckeye prior to issuance of final written approval. Depending on the scope of the project and its impact on Buckeye's pipeline facilities, additional engineering requirements and protective measures may apply. The following requirements are not only the policy of Buckeye, but comply with regulations set forth by the United States Department of Transportation, Safety Regulations, 49 CFR, Parts 192 and 195.

We want to be a good neighbor, but to do so requires us to act responsibly in protecting our right-of-way and preventing damage to the pipeline system. While we want to make every effort to accommodate your desired use of your property, our responsibility for public safety is paramount. Through proper planning and communications, we can ensure the safety and integrity of our pipeline system and the welfare of our neighbors.

**The transmittal of this Specification does not constitute Buckeye's approval or permission for the Crossing Party to begin construction or work within or across the pipeline right-of-way. Work may not commence until written authorization approving such work has been issued by Buckeye.**

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**1.0 General Guidelines**

- 1.1 The safety of the pipeline must be considered at all times. No attempt to probe for or engage in any construction activities which might damage the pipeline is permitted.
- 1.2 Before any preliminary field work or construction begins in the vicinity of Buckeye's pipeline, a determination of the exact location and elevation of the pipeline must be made. To coordinate this procedure, please contact our local Field Operations Manager at the Buckeye facility nearest to your proposed project (see [Attachment 1](#) for a listing of Buckeye's facilities and telephone numbers).



- 1.3 All proposed drawings/plans must be submitted to Buckeye's Right of Way Department for review to determine to what extent, if any, the pipeline or right-of-way will be affected by the proposed construction and/or development. These drawings/plans must be prepared in strict compliance to Attachment 4, "Requirements for Submission of Design Plans".
- 1.4 When any construction activity is conducted in or around our pipeline right-of-way, Buckeye's On-Site Inspector must be present at all times. **NO WORK SHALL TAKE PLACE WITHOUT A BUCKEYE ON-SITE INSPECTOR PRESENT.** For this free-of-charge service, contact our local Field Operations Manager at the Buckeye facility nearest to your proposed project.
- 1.5 The Crossing Party shall contact Buckeye for re-marking of a pipeline if the existing markers are inadequate for any reason, including disturbance due to construction activities.

Note: Federal law prohibits the removal of pipeline markers.

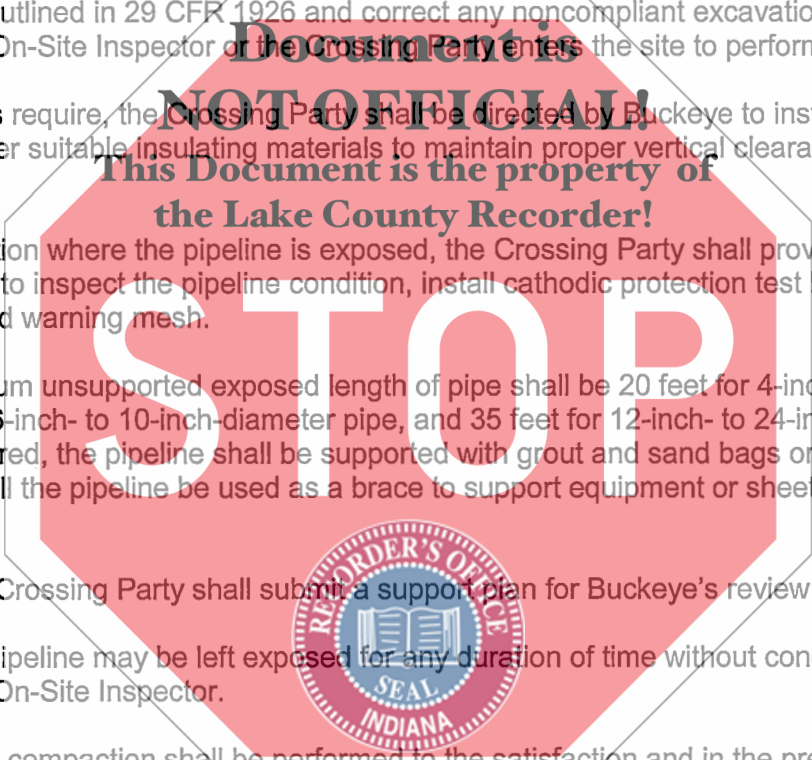
- 1.6 The Crossing Party shall not burn trash, brush, or other items or substances within 50 feet of the pipeline.
- 1.7 The Crossing Party shall not store any equipment or materials on the right-of-way.
- 1.8 During routine or emergency maintenance on the pipeline, the cost to restore approved surface improvements (e.g., pavement, landscaping, sidewalks, etc.) shall be the responsibility of the Crossing Party.

## 2.0 Excavation and Construction Restrictions

- 2.1 Excavation operations shall be performed in accordance with appropriate State "One-Call" utility locating system requirements. As a matter of State law, anyone undertaking excavation work is required to call three (3) working days before excavating in MA, ME, MI, MO, NJ, PA, RI, SC, TN, and WI; two (2) working days in all other states (see Attachment 3 for State "One-Call" numbers).
- 2.2 The Crossing Party will conduct "white-filling" of any proposed excavation areas. Buckeye will erect temporary pipeline markers/flags (yellow) identifying the location of the pipeline within the work area, and will provide information on how to respond should the pipeline be damaged or a commodity release occur. All personnel operating equipment over or around the pipeline must be made aware of its location and what to do if they make contact with the pipeline.
- 2.3 When a Crossing Party excavates near Buckeye's pipeline, a Buckeye representative must locate the pipeline and determine the depth of cover before the Crossing Party begins excavation. The Buckeye representative and the excavator must review and complete an Excavation Safety Checklist (Attachment 9). The Crossing Party shall not perform any excavation, crossing, backfilling, or construction operations until Buckeye's On-Site Inspector has reviewed the proposed work on site and given approval for work to proceed. Buckeye's On-Site Inspector shall have full authority to stop the work if it is determined that the work is being performed in an unsafe manner.



- 2.4 No equipment shall work directly over the pipeline. The Crossing Party shall install temporary fencing along Buckeye's right-of-way boundaries so that equipment will not inadvertently pass over the pipeline at locations other than those established for crossing (see Section 3.6).
- 2.5 When excavating within the right-of-way, the Crossing Party's backhoe shall have a plate welded over the teeth of the backhoe bucket, and the side cutters must be removed prior to excavation. However, if within 24 inches of the outer edge of the pipe (this "tolerance zone" extends on all sides of the pipe), only hand excavation, air cutting, and vacuum excavation are permitted.
- 2.6 No excavations shall be made on land adjacent to the pipeline that will in any way impair, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the pipeline or right-of-way.
- 2.7 The Crossing Party shall ensure all excavation work complies with OSHA's excavation standards outlined in 29 CFR 1926 and correct any noncompliant excavation site before Buckeye's On-Site Inspector or the Crossing Party enters the site to perform work.
- 2.8 If conditions require, the Crossing Party shall be directed by Buckeye to install sand or cement bags or other suitable insulating materials to maintain proper vertical clearance from the pipeline.
- 2.9 At any location where the pipeline is exposed, the Crossing Party shall provide Buckeye the opportunity to inspect the pipeline condition, install cathodic protection test leads, and/or install underground warning mesh.
- 2.10 The maximum unsupported exposed length of pipe shall be 20 feet for 4-inch-diameter pipe, 25 feet for 6-inch- to 10-inch-diameter pipe, and 35 feet for 12-inch- to 24-inch-diameter pipe. When required, the pipeline shall be supported with grout and sand bags or padded skids. At no time shall the pipeline be used as a brace to support equipment or sheeting/shoring materials.
- Note: The Crossing Party shall submit a support plan for Buckeye's review and approval.
- 2.11 No buried pipeline may be left exposed for any duration of time without concurrence of Buckeye's On-Site Inspector.
- 2.12 Backfill and compaction shall be performed to the satisfaction and in the presence of Buckeye's On-Site Inspector. Within 5 feet of the pipeline crossing location, the Crossing Party shall place at least 12 inches of sand with no sharp gravel, rock, hard clods, vegetation, or other debris on all sides of any pipeline, and remaining backfill shall be placed so as not to disturb this padding material or damage the pipeline (see Attachment 7 for Foreign Utility Crossing Detail). Backfill over the pipe shall be compacted by hand until 18 inches of cover is achieved. The disturbed ground shall be compacted to the same degree of compaction of surrounding areas. The Crossing Party shall restore the site to its original condition except for items that are part of the Buckeye approved change.



### 3.0 Specific Guidelines

#### 3.1 Cover, Grading, and Drainage

##### 3.1.1 **Cover and Grading:**

- a. The existing cover over the pipeline shall not be modified without Buckeye's written approval.
- b. The final grading shall net a minimum cover of 36 inches over the pipeline.
- c. In areas where buildings are proposed within 50 feet of the pipeline or due to other surface improvements and/or in areas determined by Buckeye, final grading shall net a minimum cover of 48 inches over the pipeline.
- d. The maximum allowable constructed cross-slope within the ROW shall be 5H:1V and shall never be greater than the existing cross-slope.
- e. The maximum allowable cover/soil shall not exceed six (6) feet without Buckeye's written approval.
- f. Use of vibratory equipment larger than walk-behind units is not permitted within 25 feet of the pipeline.

##### 3.1.2 **Drainage:**

- a. Detention ponds, lakes, structures or any type of impoundment of water, temporary or permanent, are prohibited within the right-of-way.
- b. Culverts are not permitted within the right-of-way.
- c. Any modifications to an existing drainage pattern shall be designed such that the erosion of the pipeline cover is controlled.
- d. For streams, drainage channels, and ditches, a minimum of cover of 60 inches is required between the pipeline and the bottom of the drainage canal or ditch (see Section 3.3.1.f for road drainage ditches).

#### 3.2 Aboveground and Underground Structures

##### 3.2.1 **General Requirements:**

- a. Buildings or other structures, including, but without limitation, overhanging balconies, patios, decks, swimming pools, wells, walls, septic systems, propane tanks, transformer pads, or the storage of materials which creates an obstruction or prevents the inspection of the right-of-way by air or foot, shall not be erected within the right-of-way.
- b. The Crossing Party shall not develop or build retaining walls, drive piling or sheeting, or install an engineered structure that develops or controls overburden loads that will impact the pipeline (see Section 3.9).
- c. Deep foundations which include piers, caissons, drilled shafts, bored piles, and cast-in-situ piles located within 500 feet of the pipeline shall be installed/drilled using an auger.
- d. Occupied structures shall not be located within 50 feet of the pipeline unless a minimum cover of 48 inches is provided above the top of the pipeline.
- e. Any deviation for aboveground and underground structures will be reviewed by Buckeye on a **case-by-case basis**.

##### 3.2.2 **Gardening and Landscaping:**

- a. Trees, shrubs and bushes are not permitted within the right-of-way. Trees planted outside of the right-of-way should be placed so branches and limbs will not overhang the pipeline right-of-way as the tree matures. Buckeye may trim/remove overhanging branches and limbs that encroach into the right-of-way.

- b. Flowerbeds, vegetable gardens and lawns, are permitted within the right-of-way. Buckeye is not responsible for replacing any plantings located within the right-of-way.

### 3.2.3 Fences and Walls:

- a. Privacy fences or fences that prevent access to the right-of-way are not permitted.
- b. All other fence installations within the right-of-way will be reviewed for approval by Buckeye on a **case-by-case basis**. Upon Buckeye's written approval, fences shall be constructed with a 14-foot gate or removable sections across the right-of-way.
- c. Fence posts shall not be installed within 5 feet of the pipeline and must be equidistant if crossing the pipeline.
- d. No fence shall cross the right-of-way at less than a 60-degree angle.
- e. Fences that run parallel to the pipeline shall be installed outside the right-of-way.
- f. Masonry, brick, or stone walls are not permitted on the right-of-way.

### 3.3 Roads, Driveways, Sidewalks, and Parking Areas

#### 3.3.1 General Requirements:

- a. Roads, driveways, sidewalks, or parking areas shall not be constructed across the right-of-way without Buckeye's written approval. Upon Buckeye's approval, roads, driveways, and sidewalks shall cross perpendicular to the pipeline.
- b. The maximum allowable cover shall not exceed six (6) feet without Buckeye's written approval.
- c. Use of vibratory equipment larger than walk-behind units is not permitted within 25 feet of the pipeline.
- d. Roads or driveways shall not be installed longitudinally within the right-of-way.
- e. For roads and driveways, a minimum cover of 48 inches with a net cover of 36 inches of undisturbed soil is required above the pipeline.
- f. A minimum cover of 36 inches over the pipeline is required at road drainage ditches. Upon Buckeye's approval, this cover can be reduced to 24 inches if ditch is rock/rip-rap lined and 12 inches if ditch is concrete lined.
- g. For asphalt parking lots and sidewalks, a minimum cover of 36 inches with a net cover of 24 inches of undisturbed soil is required above the pipeline. Additional cover may be required by Buckeye based upon specific site conditions.

### 3.4 Foreign Utility Crossings

#### 3.4.1 General Requirements:

- a. Utilities shall cross perpendicular to the pipeline.
- b. Utilities are required to cross beneath the pipeline with a minimum clearance of 24 inches. Exceptions to Buckeye's clearance requirements for underground service entrances to single family dwellings will be reviewed on a **case-by-case basis**.
- c. Sand or select fill shall be placed between the pipeline and utility (see Section 2.8).
- d. Utilities installed parallel to the pipeline shall be reviewed by Buckeye on a **case-by-case basis**. If approved, the utility shall be no closer than 15 feet from the pipeline.
- e. Warning tape, in accordance with A.P.W.A. Uniform Color Code, shall be placed above utility, 12 inches below ground, for a distance of 25 feet on either side of crossing.
- f. Signage shall be placed at crossing as determined appropriate by Buckeye.
- g. Trenchless Excavations:



- [1] Utilities installed by a trenchless excavation method (directional drilling, jacking, slick boring, etc.) shall be reviewed by Buckeye on a **case-by-case basis**.
- [2] Buckeye reserves the right to select the method of crossing for the proposed utility.
- [3] A minimum clearance of 60 inches (5 feet) below the pipeline is required.
- [4] For directional drilling operations, a surface wire tracking system is required to verify the exact location of the drill head.
- [5] A 4 feet by 4 feet excavation window, 24 inches below the pipeline is required for visual inspection of the pipeline to ensure the drill (or bore) does not impact the pipeline.
- [6] Blind boring is not permitted within Buckeye's right-of-way.

**3.4.2 Metallic Utilities:**

- a. Bonds and test leads shall be installed at the expense of and by the Crossing Party where Buckeye deems necessary.
- b. Utilities shall be coated with a non-conductive coating for a distance of 50 feet on either side of the pipeline crossing.
- c. Ductile water pipe shall include nitrile gaskets within 50 feet of the pipeline crossing or anywhere within 25 feet of horizontal offset locations.

**3.4.3 Non-Metallic Utilities:**

- a. Utilities shall be wrapped with trace wire within the width of the right-of-way.
- b. Natural gas (or other industrial gases) lines shall be encased in a 6-inch envelope of yellow 3,000 psi concrete across the right-of-way.
- c. PVC water pipe shall include nitrile gaskets within 50 feet of the pipeline crossing or anywhere within 25 feet of horizontal offset locations.

**3.5 Electrical, Fiber-Optic, and Communications Cables**

**3.5.1 General Requirements:**

- a. Cables shall cross perpendicular to the pipeline.
- b. Cables installed parallel to the pipeline shall be reviewed by Buckeye on a **case-by-case basis**. If approved, the cable shall be no closer than 15 feet from the pipeline.
- c. Splice boxes, service risers, energized equipment, etc., are not permitted within the right-of-way.

**3.5.2 Buried Cables:**

- a. Cables are required to cross beneath the pipeline with a minimum clearance of 24 inches. Exceptions to Buckeye's clearance requirements for underground service entrances to single family dwellings will be reviewed on a **case-by-case basis**.
- b. Sand or select fill shall be placed between the pipeline and cable (see Section 2.8).
- c. All cables shall be installed in Schedule 80 PVC pipe and encased in a 6-inch envelope of red 3,000 psi concrete (orange for fiber) across the right-of-way.
- d. Warning tape, in accordance with A.P.W.A. Uniform Color Code, shall be placed above the utility, 12 inches below ground, for a distance of 25 feet on either side of the crossing.
- e. Signage for the crossing shall be placed as determined appropriate by Buckeye.
- f. **Trenchless Excavations:**
  - [1] Utilities installed by a trenchless excavation method (directional drilling, jacking, slick boring, etc.) shall be reviewed by Buckeye on a **case-by-case basis**.
  - [2] Buckeye reserves the right to select the method of crossing for the proposed utility.

- [3] A minimum clearance of 60 inches (5 feet) below the pipeline is required.
- [4] For directional drilling operations, a surface wire tracking system is required to verify the exact location of the drill head.
- [5] A 4 feet by 4 feet excavation window, 24 inches below the pipeline is required for visual inspection of the pipeline to ensure the drill (or bore) does not impact the pipeline.
- [6] Blind boring is not permitted within Buckeye's right-of-way.

**3.5.3 Aboveground Cables:**

- a. A minimum of 20 feet of above-grade clearance for a distance of 25 feet on each side of the pipeline is required.
- b. Mechanical supports and service drops including poles, towers, guy wires, ground rods, anchors, etc., are not permitted within 25 feet of the pipeline.

**3.6 Temporary Access Roads and Heavy/Construction Vehicle Crossings**

**3.6.1 General Requirements:**

- a. Trucks carrying a maximum axle load up to 15,000 pounds may cross the right-of-way after Buckeye has confirmed a minimum cover of 48 inches over the pipeline.
- b. For all other cases, earthen ramps (see Attachment 6), swamp mats, reinforced-concrete slabs (see Attachment 5), or steel plates may be required. Loading conditions and protection measures will be evaluated and dictated by Buckeye's Engineering Department.
- c. At all crossing locations, the Crossing Party will provide 12" of clean AASHTO 1 stone over the pipeline right-of-way.
- d. During the use of an approved temporary construction road, Buckeye may require that the Crossing Party provide additional protective measures deemed necessary to prevent damage to the pipeline.
- e. Buckeye will limit the number of temporary construction roads constructed by the Crossing Party.

**3.7 Railroad Crossings**

**3.7.1 General Requirements:**

- a. A minimum clearance of 72 inches is required between railroad tracks and the pipeline.
- b. A minimum cover of 36 inches is required between the bottom of drainage ditches on either side of a railroad and the pipeline.
- c. For railroad main lines, the pipeline crossing must comply with local railroad guidelines that delineate the requirements for carrier pipe, casing pipe, and clearances. Buckeye shall be consulted for the review of any State submittals.
- d. For private spur crossings, Buckeye will determine the railroad entity having jurisdictional authority to dictate crossing requirements.

**3.8 Farming and Field Tile**

**3.8.1 General Requirements:**

- a. Field tile running parallel to the pipeline shall be spaced 10 feet from the centerline of the pipeline.
- b. Field tile shall cross the pipeline perpendicularly with a clearance of 12 inches above or below the pipeline.

- c. Buckeye will approve the total number of crossings of the pipeline on a **case-by-case basis**.
- d. Deep plowing or “ripping” operations shall be approved by and coordinated with Buckeye.

3.9 Construction-Induced Vibrations

3.9.1 **General Requirements:**

- a. Construction activities that generate ground vibrations, including, but without limitation, pile driving, sheet driving, soil compaction work, jackhammering, or ramming, shall be reviewed by Buckeye on a **case-by-case basis**.
- b. If the Crossing Party anticipates such an activity within 300 feet of the pipeline, then continuous testing monitored by a seismograph located directly over the pipeline at its closest point to the activity must be conducted. The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.
- c. The particle velocity of any one component of a three-component seismograph must not exceed 2.0 inches per second as recorded on the seismograph placed directly over the pipeline.

3.10 Blasting Operations

3.10.1 **Blasting within 500 feet of the pipeline right-of-way:**

- a. The Crossing Party must submit a blast plan to Buckeye for review and approval. Verbal and written notice will be given 14 and 21 days respectively.
- b. Blasting plans must include the following information:
  - Dates blasting to occur
  - Explosives type
  - Maximum shot hole depth and diameter
  - Number of holes and spacing
  - Delay pattern
  - Delay types and intervals
  - Depth of overburden
  - Depth of blast area
  - Maximum charge per hole, per delay
  - Show drilling/blasting pattern plan and profile in relation to Buckeye facilities
  - Calculated radiant peak particle velocity (PPV) at varying distances from the pipeline and at the pipeline itself
  - State permit (copy)
  - Blasting contractor qualifications and insurance certificate (copy)
  - Blasting Safety Plan (copy)

The Crossing Party shall complete Attachment 8, “Blasting Plan Submission Form”, and include this form with their submission to Buckeye.

- c. The Crossing Party shall make arrangements for a Buckeye On-site Inspector to be present to witness the blasting operation.

3.10.2 **Blasting within 300 feet of the pipeline right-of-way:**

(Adds to or replaces items in Section 3.10.1)

- a. Blasting shall be monitored by a seismograph located directly over the pipeline at its closest point to the blast hole(s). The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.



- b. The particle velocity of any one component of a three-component seismograph must not exceed 2.0 inches per second as recorded on the seismograph placed on the ground directly over the pipeline.
- c. For blast testing, an initial test blast using a maximum charge of one pound shall be performed. The Crossing party shall detonate the first test blast with all necessary monitoring equipment in place to observe the results of the proposed blast design. Each subsequent test blast may be set and detonated only after the seismograph reading from the previous test blast indicates that further blasting can be safely conducted.
- d. Routine production blasting may be initiated after completion of a successful test blast, with allowable charge based on the seismographic vibration recordings of test blasts. However, all blasting must be continuously monitored by a seismograph. The velocity recorded must not exceed the 2.0 inches per second limit noted above.

**3.10.3 Blasting within 50 feet of the pipeline right-of-way:**  
 (Adds to or replaces items in Section 3.10.2)

- a. The Crossing Party shall hire a consulting firm that specializes in underground blasting to conduct the seismograph survey and certify the results.
- b. Buckeye will approve the Crossing Party's selection of consulting firms that will conduct the seismographic surveys before starting any blasting operation.

**3.10.4 Special Requirements.**

- a. For multiple-delay blasting, the Crossing Party shall begin the blasting sequence at the charge closest to the pipeline and progress away from the pipeline.
- b. If seismographic readings above the limit stated in item 3.10.2.d of this section are recorded, the pipeline must be exposed and inspected for possible damage and/or product release. The Crossing Party conducting blasting operations is responsible for all expenses related to the exposure and any subsequent repairs necessitated by the operation.
- c. At Buckeye's request, the Crossing Party shall install sheet piling, open trench channels, and/or matting to protect the pipeline during blasting operations.

**3.11 Seismic Vibrating Operations**

**3.11.1 Seismic vibrating within 500 feet of the pipeline right-of-way:**

- a. The Crossing Party must submit a seismic vibrating plan to Buckeye for review and approval. Verbal and written notice will be given 14 and 21 days respectively.
- b. Seismic vibrating plans, when using Vibroseis System Vibrators to radiate ground vibrations, must include information on soil conditions and depth of exploration, the anticipated number and type of vibrations, type and weight of vehicle, and peak force of equipment.
- c. The peak force by vehicle weight shall not exceed 45,000 pounds.
- d. The Crossing Party shall also make arrangements for a Buckeye On-Site Inspector to be present to witness the seismic vibrating operation.

**3.11.2 Seismic vibrating within 100 feet of the pipeline right-of-way:**

- a. Vibration shall be monitored by a seismograph located directly over the pipeline at its closest point to the vibrator(s). The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.
- b. The Crossing party shall determine and limit the maximum peak force allowed under continuous seismographic vibration monitoring such that the peak particle velocity will not exceed 2.0 inches per second.

- .c. Seismic vibration surveys shall not be conducted closer than 100 feet to the pipeline.

### 3.11.3 Special Requirements:

- a. If seismographic readings above the limit stated in item 3.11.2.b of this section are recorded, the pipeline must be exposed and inspected for possible damage and/or product release. The Crossing Party conducting seismic vibrating operations is responsible for all expenses related to the exposure and any subsequent repairs necessitated by the operation.
- b. At Buckeye's request, the Crossing Party shall install sheet piling and/or open trench channels to protect the pipeline during seismic vibrating operations.

## 3.12 Wind Turbines

### 3.12.1 **Setback Distance from Pipelines**

- a. Wind turbine structures shall be set back from any Buckeye pipeline at least a distance equal to 110% of the structure height, which is defined as the height of the entire wind turbine system as measured from the bottom of the base to the highest vertical point of the system including the base and tower and the highest reach of the turbines or blades.
- b. No facilities associated with a wind turbine installation project shall be permitted to be installed within the pipeline easement.
- c. Warning lights shall be installed on all wind turbines that are located within 1,200 feet of any Buckeye pipeline.

### 3.12.2 **Construction Equipment and Crane Crossings**

- a. All temporary access roads and heavy/construction vehicle crossings shall comply with Section 3.6 above.
- b. Where cranes and other maintenance vehicles will need to cross Buckeye pipelines on a routine permanent basis for maintenance of the turbine(s), permanent crossing locations must be established, an approachment agreement must be signed by the landowner and facility owner, and permanent crossing protections must be installed to the satisfaction of Buckeye.
- c. Construction materials or equipment shall not be transported longitudinally over Buckeye's pipelines.

### 3.12.3 **Underground Utilities**

- a. Cables and electrical conduit shall cross underneath BUCKEYE'S Pipelines(s) with a minimum clearance of 24 inches and shall be installed in steel casing meeting at least minimum requirements of the National Electric Code for 10 feet on each side of the BUCKEYE'S Pipeline(s). Electrical conductors/cable shall be adequately shielded and be impervious to hydrocarbon liquids; provided, that no casing is required if there is a minimum vertical clearance of 48 inches. An additional 36 inches of clearance is required if a conventional bore/utility push or directional drill is utilized. Electric identification warning tape shall be installed 12 inches above the cable for a distance of 25 feet on each side of the BUCKEYE'S pipeline(s). Red aboveground "Warning Buried Cable" markers shall be placed over the cable at a distance of 25 feet on each side of the BUCKEYE'S pipeline(s) to properly identify the buried cable.

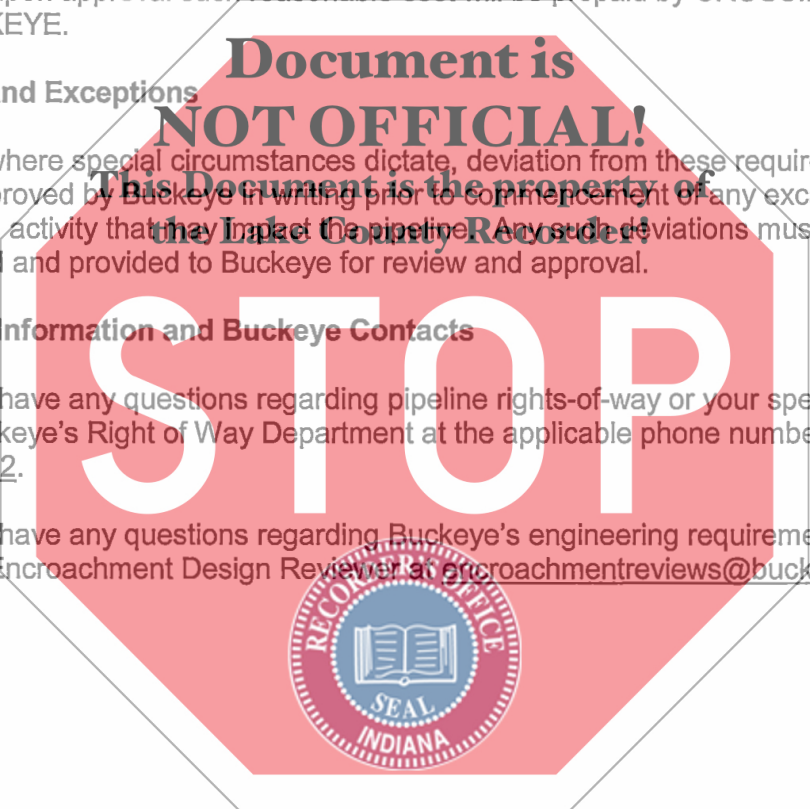
- b. BUCKEYE may install a test station, including test coupon, reference electrode, and remote monitor at each electrical cable crossing between BUCKEYE'S Pipelines(s) and CROSSING PARTY casing pipe. The reasonable cost of such installation shall be submitted to CROSSING PARTY for review and approval, which approval shall not be unreasonably delayed, conditioned or withheld, and, upon approval, the reasonable cost shall be prepaid to BUCKEYE by CROSSING PARTY.
- c. BUCKEYE may commission an AC Arc Fault Study, specific to the CROSSING PARTY'S project encroachments for adequate AC Arc Fault protection of and separation from BUCKEYE'S facilities. BUCKEYE will be responsible for the engineering, design and installation of AC mitigation and Lightning suppression systems, as deemed necessary by the AC Arc Fault Study. The reasonable cost of such AC remediation and Lightning suppression systems shall be submitted to CROSSING PARTY for review and approval, which approval shall not be unreasonably delayed, conditioned or withheld, and, upon approval such reasonable cost will be prepaid by CROSSING PARTY to BUCKEYE.

**4.0 Deviations and Exceptions**

- 4.1 When and where special circumstances dictate, deviation from these requirements must be formally approved by Buckeye in writing prior to commencement of any excavation or other construction activity that may impact the pipeline. Any such deviations must be explained and documented and provided to Buckeye for review and approval.

**5.0 Additional Information and Buckeye Contacts**

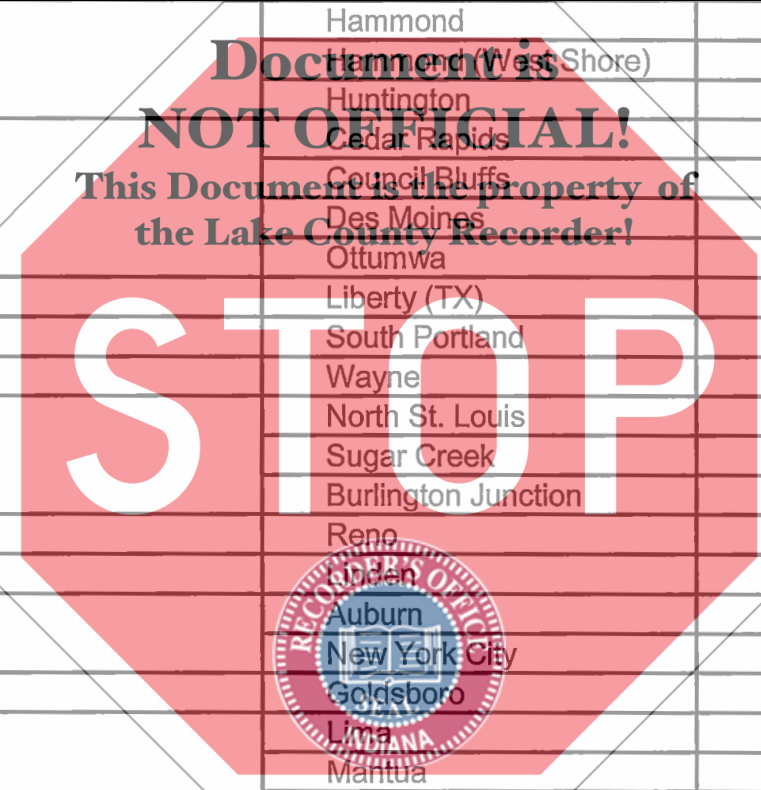
- 5.1 Should you have any questions regarding pipeline rights-of-way or your specific easement, contact Buckeye's Right of Way Department at the applicable phone number listed in Attachment 2.
- 5.2 Should you have any questions regarding Buckeye's engineering requirements, contact Buckeye's Encroachment Design Reviewer at encroachmentreviews@buckeye.com.





**Attachment 1: Buckeye Facility Locations and Phone Numbers**

Alabama	Birmingham	(205) 369-0179
	Montgomery	(334) 309-4710
California	San Diego	(714) 269-9028
Connecticut & Massachusetts	Wethersfield	(860) 529-7781
	New Haven	(203) 469-3479
Florida	Port Everglades	(954) 522-8464
Georgia	Birmingham (AL)	(205) 369-0179
Illinois	Argo	(708) 259-1352
	Lemont (West Shore)	(815) 693-0025
	<del>Mazon</del>	(815) 448-2491
	Hartford	(618) 255-1100
Indiana	Hammond	(219) 989-8601
	Hammond (West Shore)	(815) 693-0025
	Huntington	(260) 356-5802
Iowa	Cedar Rapids	(708) 259-1352
	Council Bluffs	(712) 366-9461
	Des Moines	(515) 226-4017
	Ottumwa	(641) 684-6789
	Liberty (TX)	(936) 336-5773
Maine	South Portland	(207) 767-2672
Michigan	Wayne	(734) 721-8834
Missouri	North St. Louis	(314) 231-2000
	Sugar Creek	(816) 836-6000
	Burlington Junction	(660) 725-3386
Nevada	Reno	(760) 802-1535
New Jersey	Linden	(908) 374-5301
New York	Auburn	(315) 253-5395
	New York City	(718) 656-5746
North Carolina	Goldsboro	(919) 778-2712
Ohio	Lima	(419) 993-8025
	Mantua	(330) 274-2234
Pennsylvania	Toledo	(419) 698-8190
	Boothwyn	(610) 459-3441
	Coraopolis	(412) 264-7432
	Duncansville	(814) 695-4852
	Malvern	(610) 695-8000
	Mechanicsburg	(717) 766-7633
Tennessee	Macungie	(484) 232-4218
Texas	Memphis	(901) 395-0122
Wisconsin	Liberty	(936) 336-5773
	Milwaukee (West Shore)	(815) 693-0025
	Madison (West Shore)	(815) 693-0025

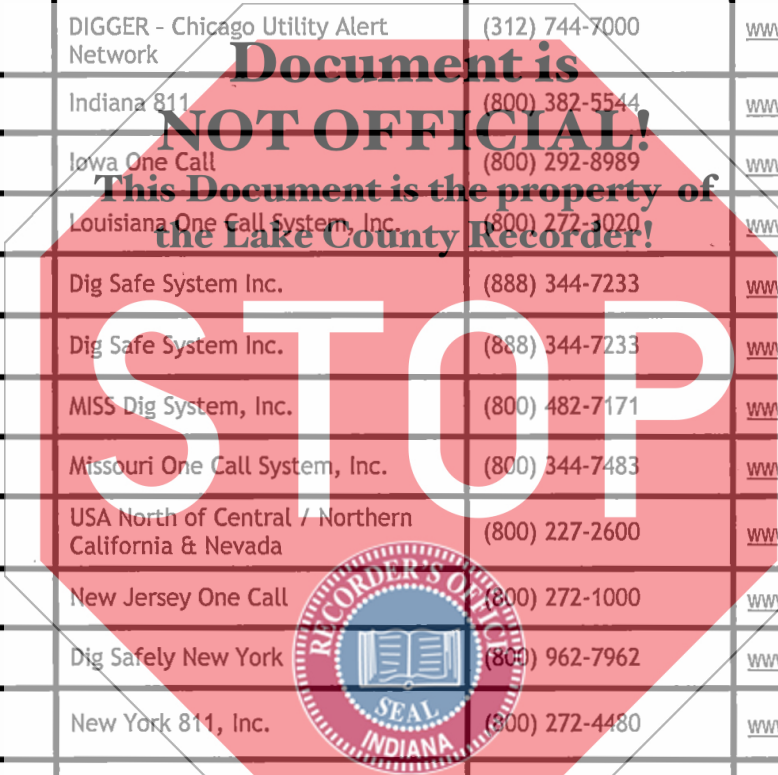


**Attachment 2: Right of Way & Engineering Contacts**

Name	Responsibility	Phone / Address / Email
<b>David Boone</b>	<b>Sr. Manager, Right of Way, Real Estate, and Damage Prevention</b>	(610) 904-4401 5 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031dboone@buckeye.com
<b>Chris McPike</b>	<b>Sr. Specialist, Right of Way</b> <i>Central District:</i> Eastern Ohio, Pennsylvania (Central & Western)	(412) 299-7019 993 Brodhead Road, Ste 100 Moon Township, PA 15108 CMcPike@buckeye.com
<b>Marty White</b>	<b>Sr. Specialist, Right of Way</b> <i>West/Central District:</i> Michigan, Ohio (except for Eastern Ohio), Indiana (except for Northwestern Indiana)	(419) 993-8008 940 Buckeye Road Lima, OH 45804 MWhite@buckeye.com
<b>Michael Norris</b>	<b>Sr. Specialist, Right of Way</b> <i>West District:</i> Northern & Central Illinois, Northwestern Indiana, Wisconsin	(219) 313-5321 12920 Bell Road Lemont, IL 60439 MRNorris@buckeye.com
<b>Wesley Pekarek</b>	<b>Specialist, Right of Way II</b> <i>West District:</i> Iowa, Missouri, Southern Illinois	(816) 836-6096 1315 N. Sterling Ave. Sugar Creek, MO 64054 WPekarek@buckeye.com
<b>Ronald Bates</b>	<b>Sr. Specialist, Right of Way</b> <i>East District:</i> Eastern Pennsylvania, New York (Upstate), Rhode Island, Maine, Massachusetts, Maryland, Virginia	(484) 232-4482 5002 Buckeye Road Emmaus, PA 18049 RBates@buckeye.com
<b>Emily Litwa</b>	<b>Specialist, Right of Way I</b> <i>Northeast District:</i> New Jersey, Connecticut, Massachusetts, New York	(732)-692-5423 750 Cliff Rd Port Reading, NJ 07064 ELitwa@buckeye.com
<b>Dave Jones</b>	<b>Specialist, Right of Way II</b> <i>Encroachment Design Review:</i> East, Northeast, Central, West Districts	(610)-904-4409 5 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031 DAJones@buckeye.com
<b>Daniel Mangum</b>	<b>Sr. Specialist, Right of Way &amp; Development</b> <i>South District:</i> Texas, Louisiana, Tennessee, Alabama, Georgia, South Carolina, Nevada, Florida, North Carolina	(832) 325-1626 One Greenway Plaza, Suite 600 Houston, Texas 77046 DMangum@buckeye.com
<b>Teriann Williams Jeannette Fluke</b>	<b>Right of Way Coordinators</b> <i>Easements and Records:</i> Supporting East, Northeast, Central, and West Districts	(610) 904-4418 (610) 904-4404 5 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031 TEWilliams@buckeye.com JFluke@buckeye.com

**Attachment 3: State One Call Systems (National One Call System - Dial 811)**

State	One Call Program	Phone No.	Website
Alabama	Alabama 811	(800) 292-8525	<a href="http://www.al811.com">www.al811.com</a>
California - North	USA North of Central / Northern California & Nevada	(800) 227-2600	<a href="http://www.usanorth.org">www.usanorth.org</a>
- South	Dig Alert & Underground Service Alert South	(800) 422-4133	<a href="http://www.digalert.org">www.digalert.org</a>
Connecticut	Call Before You Dig	(800) 922-4455	<a href="http://www.cbyd.com">www.cbyd.com</a>
Florida	Sunshine State One Call	(800) 432-4770	<a href="http://www.callsunshine.com">www.callsunshine.com</a>
Georgia	Georgia 811	(800) 282-7411	<a href="http://www.georgia811.com">www.georgia811.com</a>
Illinois - Non-Chicago	Julie, Inc.	(800) 892-0123	<a href="http://www.illinois1call.com">www.illinois1call.com</a>
- Chicago	DIGGER - Chicago Utility Alert Network	(312) 744-7000	<a href="http://www.cityofchicago.org/transportation">www.cityofchicago.org/transportation</a>
Indiana	Indiana 811	(800) 382-5544	<a href="http://www.indiana811.org">www.indiana811.org</a>
Iowa	Iowa One Call	(800) 292-8989	<a href="http://www.iowaonecall.com">www.iowaonecall.com</a>
Louisiana	Louisiana One Call System, Inc.	(800) 272-3020	<a href="http://www.laonecall.com">www.laonecall.com</a>
Maine	Dig Safe System Inc.	(888) 344-7233	<a href="http://www.digsafe.com">www.digsafe.com</a>
Massachusetts	Dig Safe System Inc.	(888) 344-7233	<a href="http://www.digsafe.com">www.digsafe.com</a>
Michigan	MISS Dig System, Inc.	(800) 482-7171	<a href="http://www.missdig.net">www.missdig.net</a>
Missouri	Missouri One Call System, Inc.	(800) 344-7483	<a href="http://www.mo1call.com">www.mo1call.com</a>
Nevada	USA North of Central / Northern California & Nevada	(800) 227-2600	<a href="http://www.usanorth.org">www.usanorth.org</a>
New Jersey	New Jersey One Call	(800) 272-1000	<a href="http://www.nj1-call.org">www.nj1-call.org</a>
New York	Dig Safely New York	(800) 962-7962	<a href="http://www.digsafelynewyork.com">www.digsafelynewyork.com</a>
New York City & Long Island	New York 811, Inc.	(800) 272-4480	<a href="http://www.newyork-811.com">www.newyork-811.com</a>
North Carolina	North Carolina 811	(800) 632-4949	<a href="http://www.nc811.org">www.nc811.org</a>
Ohio	Ohio Utilities Protection Service	(800) 362-2764	<a href="http://www.oups.org">www.oups.org</a>
Pennsylvania	Pennsylvania One Call System, Inc.	(800) 242-1776	<a href="http://www.pa1call.org">www.pa1call.org</a>
Rhode Island	Dig Safe System Inc.	(800) 344-7233	<a href="http://www.digsafe.com">www.digsafe.com</a>
South Carolina	South Carolina 811 / PUPS	(888) 721-7877	<a href="http://www.sc811.com">www.sc811.com</a>
Tennessee	Tennessee 811	(800) 351-1111	<a href="http://www.tnonecall.com">www.tnonecall.com</a> OR <a href="http://www.tennessee811.com">www.tennessee811.com</a>
Texas	Texas 811 OR Lone Star Notification Center	(800) 344-8377  (800) 669-8344	<a href="http://www.texas811.org">www.texas811.org</a>  <a href="http://www.lsnconecall.com">www.lsnconecall.com</a>
Wisconsin	Wisconsin Diggers Hotline	(800) 242-8511	<a href="http://www.diggershotline.com">www.diggershotline.com</a>





**Attachment 4: Application for Design Plan Submission and Encroachment Review**

**PROJECT INFORMATION & LOCATION**

**BUCKEYE PARTNERS, L.P.**

Project Title

Project Address

City

State

Zip Code

Latitude

Longitude

Municipality

County

**APPLICANT INFORMATION:**

Name and Title of Applicant

Company

Phone Number

Address

City

State

Zip Code

Email address

Facilities

**LEGAL NAME OF INDIVIDUAL, COMPANY, OR ENTITY TO WHICH PERMISSION WILL BE GRANTED:**

Name

Name and Title of authorized signatory for company or entity

Address

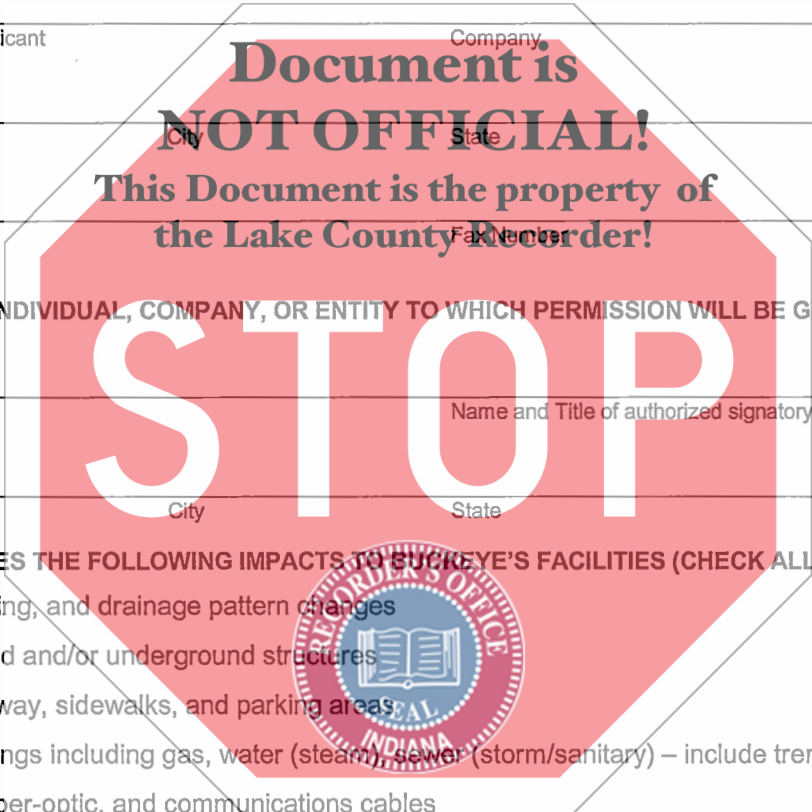
City

State

Zip Code

**PROJECT INVOLVES THE FOLLOWING IMPACTS TO BUCKEYE'S FACILITIES (CHECK ALL THAT APPLY):**

- Cover, grading, and drainage pattern changes
- Aboveground and/or underground structures
- Road, driveway, sidewalks, and parking areas
- Utility crossings including gas, water (steam), sewer (storm/sanitary) – include trench backfill detail
- Electrical, fiber-optic, and communications cables
- Temporary access roads for the crossing of heavy/construction equipment
- Railroad crossings
- Farming and field tile
- Construction-induced vibrations
- Blasting operations (attach BLASTING PLAN)
- Seismic vibrating operations (attach SEISMIC VIBRATING PLAN)
- Exposure of the pipeline (attach SUPPORT PLAN)
- Boring, drilling, or tunneling near the pipeline (attach DRILL PLAN)
- Other: \_\_\_\_\_



**APPLICATION MUST CONTAIN THE FOLLOWING:**

- Completed and Signed "Application for Design Plan Submission and Encroachment Review" Form
- Encroachment Application Fee\*\* (see guidelines below)
- Design Plans (1 paper copy, 1 electronic copy), depicting the following:
  - Field-verified location of Buckeye pipeline(s) location

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Name of Buckeye Employee      Date of Pipeline Locating Activity      Design One Call No.**

- Field-verified depth of Buckeye pipeline(s) along all proposed road or utility crossings, drainage channels, and all other areas of proposed grade change within the pipeline right-of-way (attach a copy of any field data provided by Buckeye Representative)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Name of Buckeye Employee      Date of Pipeline Depth Investigation**

- Buckeye pipeline(s) labeled "\_\_\_\_-inch High Pressure Petroleum Products Pipeline" (line type "-HPPPP-")
- Buckeye included on Utilities List, and Local Contact and phone number on plans
- Buckeye Pipeline(s) highlighted in yellow. List all plan sheets on which Buckeye facilities are located:

\_\_\_\_\_  
**This Document is the property of**

- Location of ground disturbances (casting, seismic testing, pile driving, jackhammering, etc. within 1,500 feet of Buckeye pipeline(s)
- Proposed location(s) where construction equipment will cross the pipeline right-of-way
- Structure setback distances from the pipeline right-of-way and from the nearest pipeline
- Proposed landscaping within 25 feet of either side of the pipeline(s)
- Any permanent fencing that will limit/encumber Buckeye's access to the pipeline right-of-way
- If the drainage pattern will be altered in any way over the Buckeye pipeline(s), a drainage plan that identifies new flow paths and all inlet/outfall/collection points
- Right-of-Way Use Restrictions specification included as part of final design plan (can be done by adding a drawing sheet to plans and appending (cut and paste) the specification onto this sheet.

For property improvements that involve grade/pavement alterations, road work (new construction or improvements of existing), utility crossings (buried and overhead), or other subsurface or on-surface structure installations within Buckeye's right-of-way:

- Separate plan and profile drawing of Buckeye pipeline(s) for existing and proposed conditions.
- Subgrade details that show materials and thickness of each paving layer/course.
- Amount of existing cover that will be removed or new cover added over the pipeline(s), and proposed final grade amount of cover over the pipeline(s).
- Clearances between Buckeye's pipeline(s) and any existing and new (buried or overhead) utilities that cross the pipeline right-of-way.
- Show the clearances between Buckeye's pipeline(s) and each proposed substructure at the two closest reference points.
- For any utility to be installed via boring, drilling, or tunneling, include a detailed procedure of this work with your design plans. Note: "Blind" boring is not permitted. Buckeye's pipeline(s) must be exposed during the bore operation to ensure that the bore head crosses safely underneath the pipeline(s).

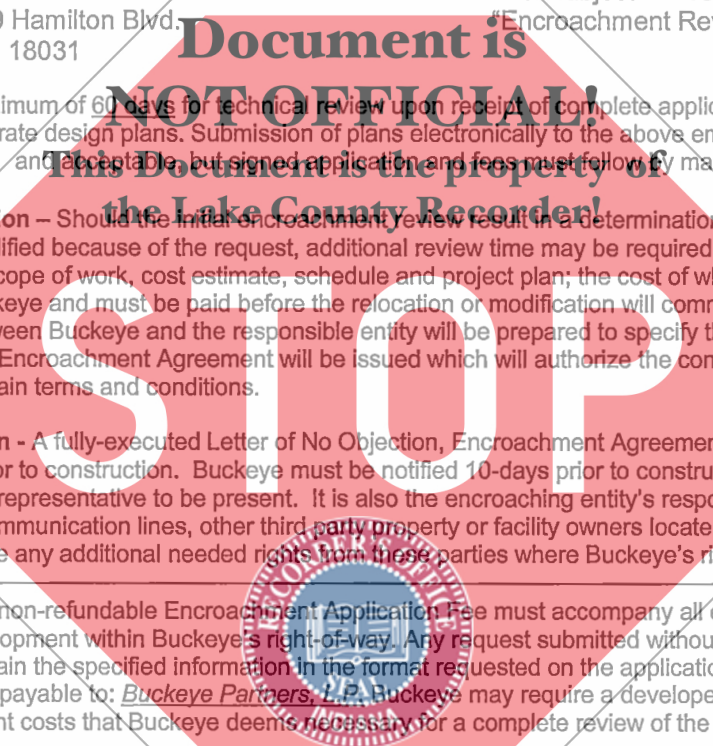
- Indicate any areas of disturbance or other work that will require Buckeye's pipeline(s) to be exposed in order to perform your work.
- Supplemental Plan Information (as applicable)*
  - Blasting Vibrating Plan
  - Seismic Vibrating Plan
  - Support Plan
  - Drill Plan

**SUBMIT PLANS TO:**

Buckeye Partners, L.P.  
 ROW Department  
 Attn: Encroachment Review  
 5 Tek Park, 9999 Hamilton Blvd.  
 Breinigsville, PA 18031

encroachmentreviews@buckeye.com  
 With subject line reading  
 "Encroachment Review Application"

OR



Buckeye requires a minimum of 60 days for technical review upon receipt of complete application with all relevant fees and complete and accurate design plans. Submission of plans electronically to the above email address is encouraged and acceptable, but signed application and fees must follow by mail.

**Relocation or Modification** – Should the initial encroachment review result in a determination that Buckeye facilities must be relocated or modified because of the request, additional review time may be required. A Feasibility Study will be performed to prepare a scope of work, cost estimate, schedule and project plan; the cost of which will be borne by a party or parties other than Buckeye and must be paid before the relocation or modification will commence. A Technical Services Agreement between Buckeye and the responsible entity will be prepared to specify the duties of each party. A Letter of No Objection or Encroachment Agreement will be issued which will authorize the construction of the proposed encroachment under certain terms and conditions.

**Permission / Notification** - A fully-executed Letter of No Objection, Encroachment Agreement or Technical Services Agreement is needed prior to construction. Buckeye must be notified 10-days prior to construction to allow for the scheduling of a Buckeye representative to be present. It is also the encroaching entity's responsibility to notify the owners of any other pipelines, communication lines, other third party property or facility owners located within the proposed project area and to secure any additional needed rights from these parties where Buckeye's rights are limited.

**APPLICATION FEES:** A non-refundable Encroachment Application Fee must accompany all encroachment review requests for private development within Buckeye's right-of-way. Any request submitted without the required application fee, or that does not contain the specified information in the format requested on the application, may not be considered. Remit payment by check payable to: *Buckeye Partners, L.P.* Buckeye may require a developer to enter an agreement to pay any outside consultant costs that Buckeye deems necessary for a complete review of the proposed encroachment(s).

**Initial Encroachment Application Fee is \$2,500.** Following initial review, all necessary plan resubmissions until plan approval shall be accompanied by a **Resubmission Fee of \$750.**

**Small Project Application Fee is \$500.** This reduced fee is reserved solely for single utility line service crossings or requests for installation of a fence or other residential-related improvement within Buckeye's pipeline easement.

I hereby authorize Buckeye to contact the Engineer/Survey firm which prepared the drawings, survey and attachments.

**I certify that the information provided is accurate and I realize that incomplete information may delay processing or invalidate this application.**

Signature of Applicant

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

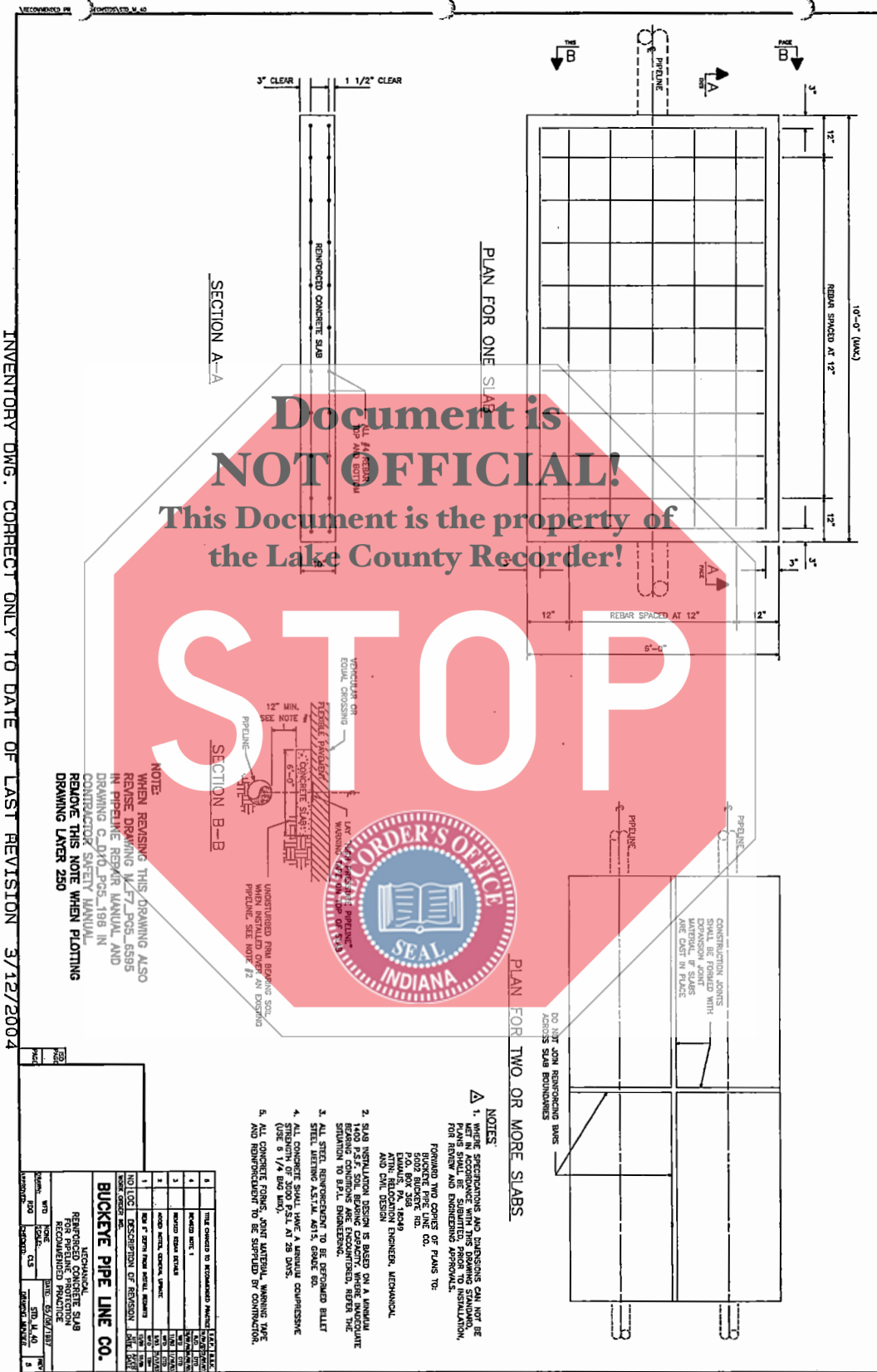
Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

<b>OFFICIAL USE ONLY</b>	
DATE REC'D:	_____
ENCROACHMENT	
REVIEW NO.:	_____



Attachment 5: Reinforced-Concrete Slab Detail



Document is NOT OFFICIAL!  
 This Document is the property of the Lake County Recorder!

**STOP**



NOTE:  
 WHEN REVISIONS TO THIS DRAWING ALSO  
 IN REVISIONS TO DRAWING C-170, P. 188 IN  
 CONTRACTOR SAFETY MANUAL,  
 REMOVE THIS NOTE WHEN PLOTTING  
 DRAWING LAYER 250

- NOTES:**
1. WHERE SPECIFICATIONS AND DIMENSIONS DO NOT BE MET IN ACCORDANCE WITH THE DRAWING STANDARD, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVAL FOR REVIEW AND ENGINEERING APPROVAL.
  2. SLAB REINFORCEMENT SHALL BE BASED ON A MINIMUM BEARING CAPACITY OF 4000 PSI UNLESS OTHERWISE NOTED.
  3. ALL STEEL REINFORCEMENT TO BE DEFENDED BUILT STEEL SHEET PILING, A572, GRADE 50.
  4. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
  5. ALL CONCRETE JOINTS, JOINT MATERIAL, WELDING TAPES AND REINFORCEMENT TO BE SUPPLIED BY CONTRACTOR.

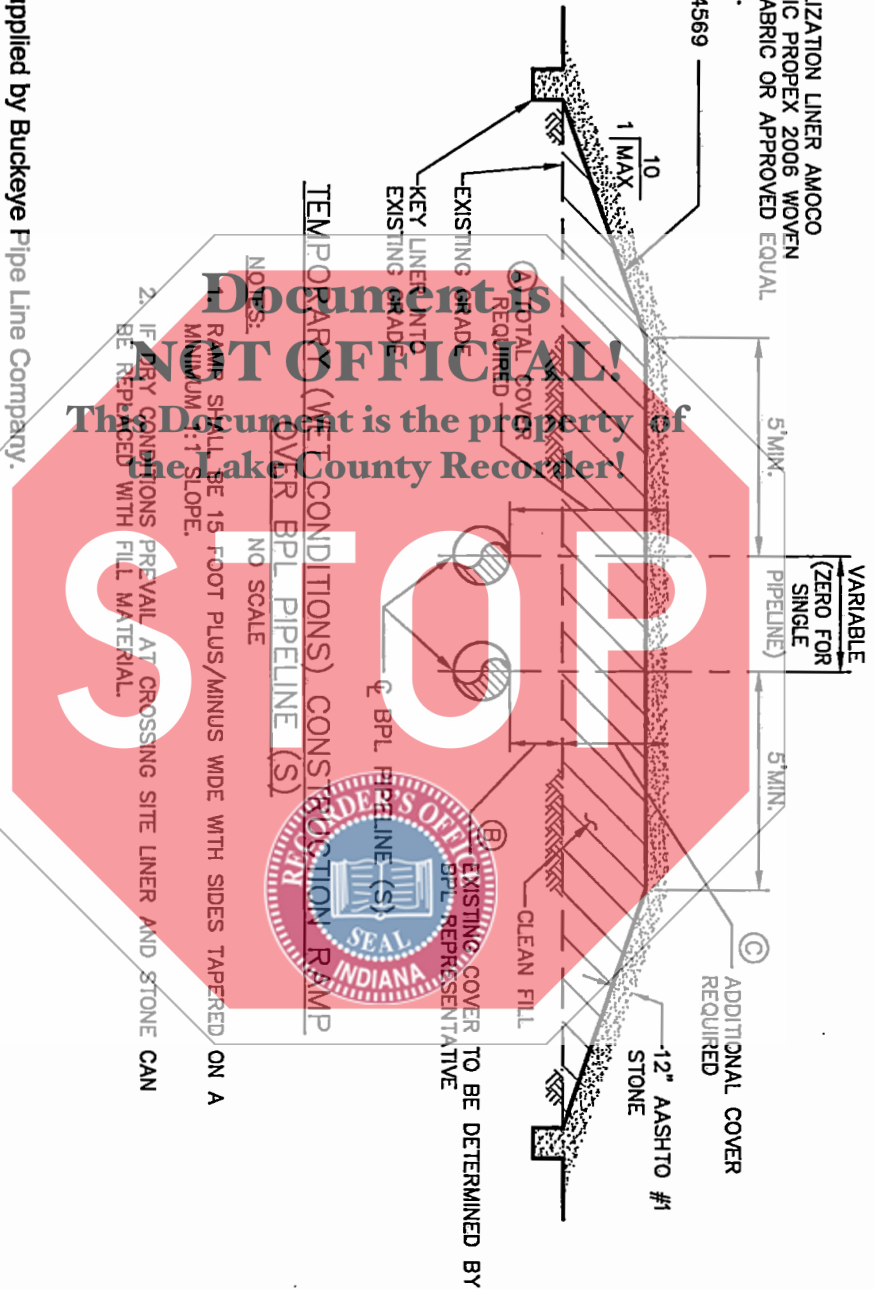
INVENTORY DWG. CORRECT ONLY TO DATE OF LAST REVISION 3/12/2004

NO.	DATE	BY	DESCRIPTION
1	03/12/04	CLS	ISSUED FOR CONSTRUCTION
2	03/12/04	CLS	ISSUED FOR CONSTRUCTION
3	03/12/04	CLS	ISSUED FOR CONSTRUCTION
4	03/12/04	CLS	ISSUED FOR CONSTRUCTION
5	03/12/04	CLS	ISSUED FOR CONSTRUCTION

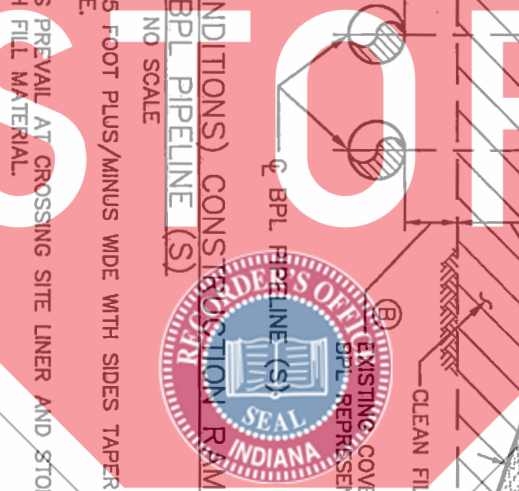
**Attachment 6: Earthen Ramp Detail**

Project/Inquiry:	Loading:	Date:
System:	Pipe Data:	Revision:

GEOTEXTILE STABILIZATION LINER AMOCO  
 ENGINEERING FABRIC PROPEX 2006 WOVEN  
 POLYPROPYLENE FABRIC OR APPROVED EQUAL  
 AMOCO FABRIC CO.  
 ATLANTA, GEORGIA  
 PHONE: (770)944-4569



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 This Document is the property of  
 The Lake County Recorder!

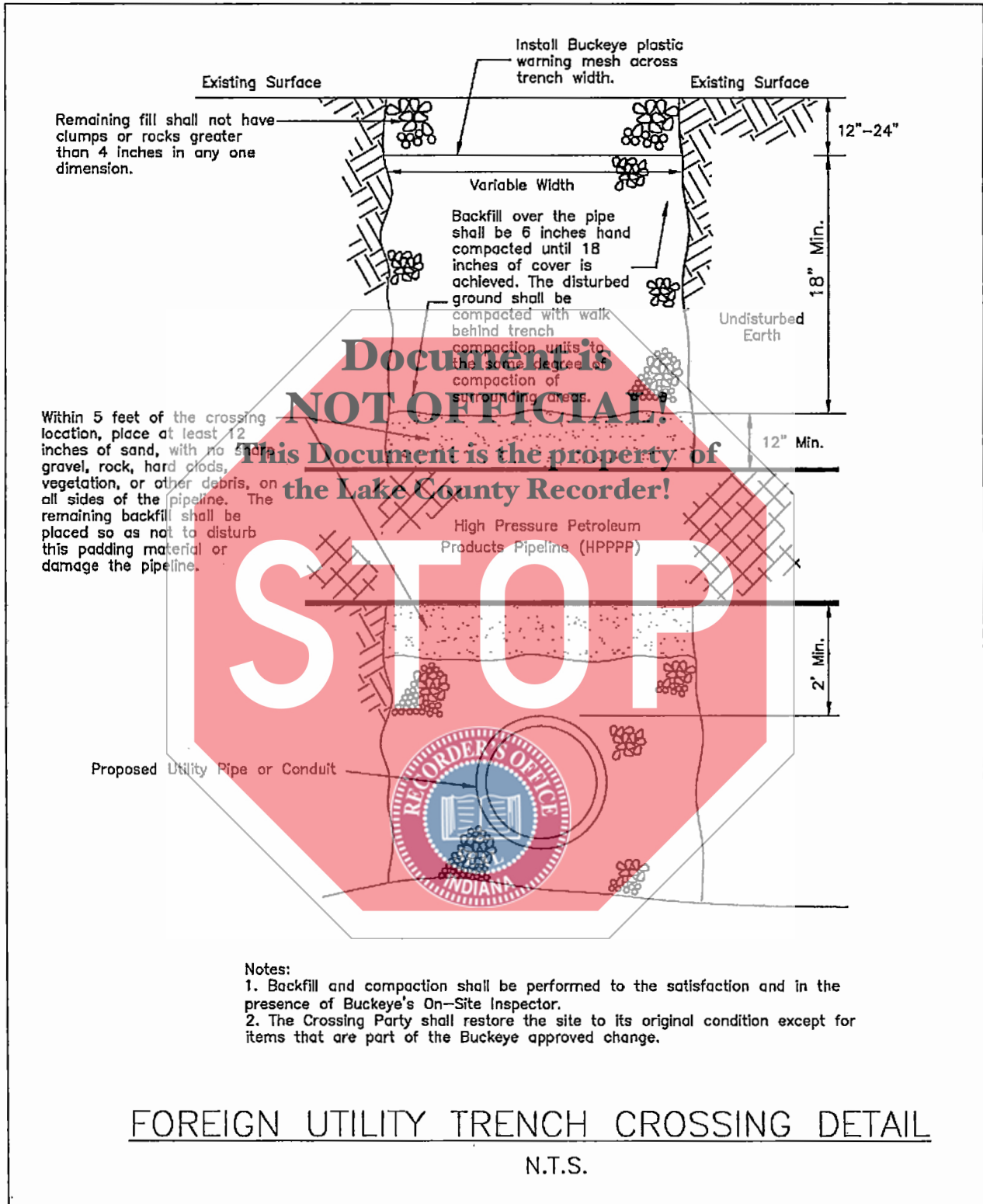


\* Indicates item supplied by Buckeye Pipe Line Company.

- Legend & Notes:**
- A. Required pipeline cover must be a minimum of: \*      feet
  - B. Existing pipeline cover is currently:                      TBD      feet
  - C. Earthen ramp height above existing grade:              \*      feet

**Buckeye Pipe Line Company**  
**Earthen Ramp Detail**

**Attachment 7: Foreign Utility Trench Crossing Detail**







# Attachment 9: Excavation Safety Checklist

## 195 F-09, FORM A – EXCAVATION SAFETY CHECKLIST

The information noted on this form is intended to communicate general information about our pipeline(s) and is not intended to be solely relied upon by any party for the purpose of excavation or any similar purpose.

By law, to enable all participating utilities time to mark their facilities, the **One Call Center** in your state requires notification by calling 811 prior to any excavation. Buckeye Partners, L.P. is a member of this One Call enterprise and will automatically be notified through this system. In addition, a Buckeye inspector will perform and/or review with the excavator representative the applicable checklist items below.

**Pipeline Locate Activity:**

- If plans are available, requested a copy of the written project plans and drawings for review with the excavator and/or engineer. Had the excavator and/or engineer explain the extent of the work area, location and depth of the excavation, type of proposed utilities, location of proposed utilities, number of utility crossings, etc.
- Established the pipeline(s) location and marked the line(s) per state One Call requirements throughout the entire work area.
- Photographed all established pipeline markings throughout the work area.

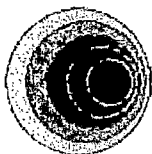
**Communication with the Excavator and/or Engineer:**

- The excavator and/or engineer was advised that a Buckeye inspector must:
  - Monitor the excavation site daily when work is performed within 25 feet of a Buckeye pipeline.
  - Observe continuously all excavation and backfill activity performed within 10 feet of a Buckeye pipeline or during the installation of any utility across a Buckeye pipeline facility.
  - In addition, the excavator was instructed to call 800-331-4115 if they were ready to excavate within either above distance of a Buckeye pipeline and a Buckeye inspector was not present. When called a Buckeye inspector will be sent to perform the inspection, which is free of charge.
- The excavator was advised that only backhoes or trackhoes with a steel plate welded across the teeth of the bucket are permitted to be used during excavation work around a Buckeye pipeline.
- The excavator was advised that the Buckeye inspector is required by law to perform an external inspection of any Buckeye pipeline exposed during excavation activity. The excavator understands that he/she is responsible to provide an OSHA compliant excavation, allowing the Buckeye inspector safe ingress and egress to examine our exposed pipeline.
- Walked through the work area with the excavator and communicated the locations of all Buckeye pipelines in the planned work area.
- Discussed the number of pipelines, pipe size(s), approximate pressures, approximate depths, excavation tolerance zones, hand digging requirements, and the hazards and characteristics of product(s) in the pipeline system(s) located in the planned work area.
- The excavator was advised to call the One Call Center 811 or contact Buckeye, if the Buckeye markings are destroyed or need to be refreshed in the planned work area. This service is provided free of charge.
- The excavator was advised that before any exposed Buckeye pipeline can be backfilled, the Buckeye inspector will direct the placement of an orange warning mesh over the pipeline.
- The excavator was advised that any contact with the pipeline, pipeline coating, test station wiring, or anode beds must be reported to Buckeye prior to backfilling the excavation to permit further inspection of the damage to assure continued safe pipeline operations.
- The excavator was advised that failure to comply with the conditions outlined above would result in Buckeye requiring the excavator to expose the pipeline again to allow an examination of the pipeline at the excavator's expense. If damage to the pipeline is discovered, Buckeye may seek monetary compensation for all repair costs. Buckeye may also report this activity to all concerned parties (State One Call Center, Regulatory Agencies, Principal Contractor, Excavator's Insurance Company, etc.).

If you are unable to reach the representative designated below, or in case of an emergency, request assistance by calling 1-800-331-4115.

<b>One Call Ticket:</b>		<b>Line Segments:</b>	
<b>Work Order:</b>		<b>Mile Posts:</b>	
<b>Nearest Street</b>			

Buckeye Information		Property Owner / Excavator /Engineer	
<b>Date:</b>		<b>Name:</b>	
<b>Name:</b>		<b>Phone:</b>	
<b>Cell Phone:</b>		<b>Signature:</b>	



## BUCKEYE PARTNERS, L.P.

DAVID G. BOONE  
Senior Manager, Right of Way, Real Estate &  
Damage Prevention  
E-Mail: DBoone@buckeye.com

Five Tek Park  
9999 Hamilton Blvd.  
Breinigsville, PA 18031  
Phone: (610) 904-4401

September 1, 2016

Chris C. Kovich  
*Via Email: chris4706@msn.com*  
Komark, Ltd.  
P.O. Box 897  
Griffith, IN 46319

RE: **CONDITIONAL APPROVAL** - Turnberry at Trail Creek, St. John Twp., Lake Co, IN  
**BPL ER # 2016-2531** 8-inch/XP001XB, ROW R/W 17'

Mr. Kovich:

Buckeye Partners, L.P. (Buckeye), as operator of Buckeye Pipe Line Company, L.P., conditionally accepts and approves the proposed public road crossing of Trail Creek Drive, sidewalks and the associated domestic water main and sanitary sewer crossings, sidewalk and grading has found in the following documents and plans for the Turnberry at Trail Creek Subdivision and Land Development, located in St. John Township, Lake County, IN, summarized below.

- **Buckeye's Right-of-Way Use Restrictions, Revision 4.1<sup>1</sup>**
- **Engineer's Response Letter, prepared by Torrenge Engineering, Inc., dated 8/8/2016**
- **Phase I Plans prepared by Torrenge Engineering, Inc., Job No. 2015-5028, Engineering Plans, revised 8/8/16, containing 14 sheets as follows:**
  - Sheet Cover, Title Page;
  - Sheet C-1.0, Master Lot Layout;
  - Sheet C-1.1, Topography & Existing Utilities;
  - Sheet C-2.0, Lot Layout & Street Lighting;
  - Sheet C-3.0, Sanitary Sewers & Water Main;
  - Sheet C-4.0, Storm Sewers & Grading Plan;
  - Sheet C-5.0 to C-5.1, Street Profile;
  - Sheet C-6.0, Storm Water Pollution Prevention Plan (SWPPP);
  - Sheet C-7.0 to C-7.1, SWPPP Details and Specifications;
  - Sheet C-8.0 to C-8.2, Details and Specifications;

As it generally affects active facilities owned by Buckeye, the referenced subdivision and land development plan proposes to cross Buckeye's 8-inch High Pressure Petroleum Products Pipeline (HPPPP) and Right-of-Way (ROW) with a proposed construction crossing, public road, and associated utilities and grading.

It shall be noted that Buckeye reserves the right to access the HPPPP at any time, without notice, to maintain the pipeline and protect the public and the environment. The proposed crossing appears to be the only means of accessing the development which initially includes 32 residential units in "Phase One" and an additional 50 units in the future. Buckeye recommends the crossing party and the local

<sup>1</sup>*The implementation of these plans is subject to Buckeye Partners, L.P.'s most recent Right-of-Way Use Restrictions Specification revision in effect at the time of construction.*

**EXHIBIT "B"**



municipality develop a contingency plan for accessing the development in the event the road crossing is closed.

Buckeye conditionally accepts and approves the proposed construction, contingent upon the crossing party meeting the following conditions:

1. The crossing party and the local municipality shall develop a contingency plan for accessing the development in the event the road crossing is closed and submit the plan to Buckeye for approval.
2. The HPPPP pipe line is potholed prior to the start of excavation to verify location and depth of cover.
3. "Dry" utilities, such as electric, communication, natural gas, etc., will not be installed across Buckeye's Right-of-Way (ROW). Per the design plans, only domestic water and sanitary sewer will cross Buckeye's ROW.
4. On sheet C-5.1, due to the proposed method of installation of the domestic water main, the minimum separation between the main and the HPPPP is 5 feet.
5. A landscaping plan was not submitted for review. Tree plantings shall be placed such that the tree and the mature canopy of the trees do not hang over Buckeye's ROW. No shrubs shall be planted within Buckeye's ROW.
6. No street lighting will be located within Buckeye's ROW.
7. The crossing party shall reimburse Buckeye for all labor and expenses of improvements to the pipeline and right-of-way resulting from the proposed road crossing. These improvements, in general, will include mandatory pipeline markers, test stations and additional corrosion protection on the pipeline at the crossing locations, and may include upgrading the pipeline in the vicinity of the crossing location.

Buckeye has evaluated the pipeline's cathodic protection system, including the coating type and condition, for suitability of service in relation to the proposed encroachment. An above ground coating evaluation utilizing direct current voltage gradient technology (DCVG) is required at the crossing locations. The Crossing Party shall be responsible for all costs associated with conducting this test and will reimburse Buckeye for all expenses. Depending on the results of the test, Buckeye may require exposure of the pipeline for evaluation and/or coating replacement at the encroachment area. The Crossing Party will be responsible for all associated costs to expose the pipeline and replace the corrosion protection coating at these areas.

The crossing party shall contact Buckeye's Hammond, Indiana office at (219) 989-8601 to schedule the ground coating evaluation.

8. An encroachment agreement must be executed by the Crossing Party to address the proposed improvements within the Buckeye easement, namely the proposed Trail Creek Drive, sidewalks, and associated utilities and to document the emergency contingency plan to access the development. Please contact or have the property owner contact Mr. Mike Norris at (219) 313-5321 to work through the details of executing this agreement. **No construction of any improvements within Buckeye's easement shall be permitted until such agreement is signed.**

A Buckeye On-Site Representative must be present during all work within our right-of-way or adjacent to our pipelines. Prior to beginning construction, you are required to contact:

Mr. Chris C. Kovich  
September 1, 2016  
Page 3 of 3

IN U/G Plant Protection Service at (800) 382-5544 and;  
Buckeye's Hammond Office @ (219) 989-8601

a minimum of three (3) working days prior to any digging. Please coordinate all work performed in the vicinity of our rights-of-way with Buckeye's Michiana Asset Team, by contacting John Rangel at (219) 781-3383.

Please note that any changes made to the aforementioned documents and/or construction plans will require additional written approvals from Buckeye. At all times during any construction activity within or adjacent to our easement area, Buckeye reserves the right to require any additional safety related or damage prevention measures Buckeye deems necessary to protect its pipelines during any construction activity. Buckeye will not hesitate to issue a "STOP-WORK-ORDER" with the appropriate law enforcement authorities if we observe any unapproved (or unsafe) work being performed in the vicinity of the pipeline.

If you should have any additional technical questions regarding the above, please feel free to contact Warren Riggins at (610) 904-4032 or e-mail him at [WRiggins@buckeye.com](mailto:WRiggins@buckeye.com). If you should have any questions regarding Buckeye's legal easement, please contact Mr. Mike Norris at (219) 313-5321. Please reference Buckeye's ER #2016-2531 in all further correspondence related to this project.

Sincerely,



David G. Boone  
Sr. Manager, Right of Way,  
Real Estate & Damage Prevention

cc: M. Norris  
N. Spitz, Sr.  
J. Rangel



CROSSING PARTY

*WBS + msk J. Rangel*  
*By: [Signature]*

Accepted by (signature): *[Signature]* PRES.\*  
*\*AS PER ACCOMPANYING ENGINEERING PLANS.*



9-15-16

West Park Dev. Inc.  
Company/Title: