

Encroachment Permit



Flint Hills Resources Pine Bend, LLC
P.O. Box 64596, St. Paul, Minnesota 55164

ENCROACHMENT PERMIT (“PERMIT”)

By: **KOCH PIPELINE COMPANY, L.P. (KPL)** the Operator of the Wisconsin Pipeline for **FLINT HILLS RESOURCES PINE BEND, LLC** (hereinafter referred to collectively as “**PERMITTOR**”)

Permit Number: PL362811

PERMITTEE: County of Dane	Permit Date: 07-29-2014
----------------------------------	-------------------------

Attention: Mike Rupiper	Address: 1919 Alliant Energy Center Way, Dane County , Madison , WI
-------------------------	---

Phone: 608-575-1479	Email: rupiper.michael@countyofdane.com	Fax:
---------------------	---	------

LEGAL DESCRIPTION OF PROPERTY LOCATION:

Township 7 North, Range 10 East, Section 25, Dane County, Madison, WI.

DESCRIPTION OF PERMITTED FACILITY: (hereinafter referred to as the “Permitted Facilities”)

Installing a class five parking lot approx. 240'L X 140' over the 8 inch WPL. Adding fill over KPL starting at 0 ft tapering to approximately 8 ft. The parking lot will be used to park at the heaviest a fully loaded semi weighing 110,000 lbs. No lighting poles, or fixtures will be added to the parking lot at this time. If Parking lot lighting will be added in the future, KPL must be notified and an additional permit will need to be issued.

A KPL representative must be on site for all work within 25ft of pipeline.

What: Installing a class five parking lot approx. 240'L X 140' over the 8 inch WPL	Where: Dane County Land Fill, 6702 US Hwy. 12/18, Dane County, Madison, WI.
--	---

Tract Number(s): DA-19	One Call Ticket #
------------------------	-------------------

This Permit is granted subject to the Conditions and Special Provisions provided hereafter.

CONDITIONS

1	The Permit herein granted is subject to the existing easement ownership rights of Permittor.
2	Permittee will construct, maintain, relocate, and remove the Permitted Facilities at no expense to Permittor.
3	Permittee covenants and agrees to notify or cause its representative to notify the appropriate state One-Call notification center as required by law, but in no event less than 48 hours prior to the commencement of excavation or other construction work in or near Permittor’s easement area (“Easement Area”). In addition, Permittee must notify Permittor at least 48 hours before work commences on or near the Easement Area. No work shall take place without Permittor’s staff being given the opportunity to be present at the specified worksite. Further, if Permittor determines that any proposed work may potentially cause an unsafe condition or damage to the Permittor facilities, Permittor shall have the authority to immediately prevent such work from being done by giving notice to Permittee.
4	Permittee shall supply such plans, surveys, and drawings as Permittor deems necessary.
5	This Permit shall be revocable by Permittor in the event of Permittee’s noncompliance with any requirements, conditions, or specifications of this Permit, upon notice to Permittee and/or the owner of record. Should Permittor revoke this Permit, Permittee shall relocate and/or remove the Permitted Facilities at no expense or risk to Permittor.
6	Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense.

	In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
7	Permittee agrees that Permitter may remove, at Permittee's expense, any Permitted Facilities or portion thereof, if in Permitter's judgment it is reasonably necessary to do so in order to construct, alter, maintain, repair, or replace Permitter's Facilities located within the Easement Area, or in order to construct or install new facilities.
8	Permittee agrees that it has the affirmative obligation to ensure that any corrosion control device or system utilized in connection with, or any condition, natural or artificial, created as a result of, the Permitted Facilities will be compatible with any device or system utilized by Permitter to control corrosion on its facilities. In the event of such failure, Permitter will have the right to compel the discontinuance of the use of Permittee's device or system, make such modifications to said device or system or correct any condition created as a result of the Permitted Facilities at Permittee's cost, risk and expense so as to ensure the compatibility of the Permitted Facilities with Permitter's corrosion control system.
9	All Permitted Facilities shall be constructed and maintained to comply with all laws and industry standards. In addition, Permittee shall perform any requirements set forth in the Special Provisions section below. To the extent that any of the requirements set forth in the Special Provisions section conflict with or are more stringent than the requirements set forth in this Permit, the requirements set forth in Special Provisions shall have priority.
10	The permission herein granted by Permitter is limited to its interest and authority in the subject land and Permittee acknowledges the possible obligation to obtain the required permission from other parties of interest or the local, state or federal government. Permitter permits the Permitted Facilities only to the extent it may do so by law.
11	Permittee covenants and agrees that it shall provide actual notice of the terms and conditions of this Permit and of Permitter's easement rights to all transferees of all or any part of Permittee's interest in the applicable property.
12	Permittee agrees that the violation of any of the terms and conditions of this Permit would be irreparable and immediately harmful to Permitter and that Permitter shall be entitled to enforce the terms and conditions of this Permit through injunctive proceedings, specific performance or other equitable relief in addition to such other remedies as may be available at law or contractually.
13	Except to the extent prior written approval is granted by Permitter, at no time will Permittee remove or permit the removal of the existing earth cover from over the Permitter facilities such that Permitter would be in violation of any existing law, regulation or order.
14	All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to and be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto.
15	The actual installation of the Permitted Facilities must commence on or before <u>09-01-14</u> and be completed in all respects within <u>180</u> days thereafter; otherwise, this Encroachment Permit shall be null and void. If this Encroachment Permit is terminated and if the Easement Area has been disturbed in any way by Permittee, it shall be restored to the pre-existing condition at no cost or expense to Permitter.

Special Provisions:

- Cover over the pipeline shall be maintained at current depth and no heavy equipment on pipeline when less than five feet (5') of cover exists.
- Hand digging shall be utilized within two feet (2') of the pipeline.
- Hand compaction is necessary up to ten feet (10') on either side of the pipeline.
- Pipelines shall be totally exposed if any part of the encroachment is installed by boring
- Permitted Facilities shall have a minimum clearance of twenty four inches (24") from the pipeline unless otherwise indicated.

Permitter's Main Contact: Koch Pipeline Company LP	Permitter's Local Contact: Koch Pipeline Company LP
Name: Rick Schlegel	Name: Drew Suydem
Address: P.O. Box 64596, St. Paul, MN 55164	Address: N4240 State Rd. 26 Waupun, WI. 53963
Telephone: 651-480-3936	Telephone: 920-948-4665
Fax: 651-480-3827	Fax: 920-324-4709
Cell: 651-304-7002	Cell: 920-948-4665

In the event of an **EMERGENCY**: 1-800-688-7594

The undersigned acknowledges a review of the Conditions, Requirements, and Special Provisions with a KPL representative and agrees to the same.

PERMITEE:

SIGNED this _____ day of _____, 2014

By: *Signature*

Printed Name: [Scott McDonell](#)

Title: [Dane County Clerk](#)

PERMITTOR: KOCH PIPELINE COMPANY, L.P. operator for FLINT HILLS RESOURCES PINE BEND, LLC

SIGNED this _____ day of _____, 2014

By: *Signature*

Printed Name: [Josh Bothwell](#)

Title: [Operations Supervisor](#)

SIGNED this _____ day of _____, 2014

By: *Signature*

Printed Name: [Rick Schlegel](#)

Title: [Damage Prevention Leader](#)