| Received Date | | LANCASTER COUNTY 555 SOUTH 10 TH STREET | | Utility Permit No. | 1622 |
|--|--------------------------|---|------------|------------------------|----------------------|
| 11/03/2017 | | LINCOLN, NE 68508 | | Project or WO No | |
| Application Date | Application to construct | | | • | C-17-0919 |
| 11/3/2017 | | | ty | Contract No. | 400 |
| | | | | County Rep. | AGO |
| Application is hereby r | made to LANCASTER | R COUNTY by: | | | |
| Name: Stephen Baker | | | | | |
| Company Name: Mage | llan Midstream LP | | Phone: | 918-574-7670 | |
| Address: PO Box 2218 | 36, MD OTC 8 | | E-Mail: | stephen.baker@ma | gellanlp.com |
| Tulsa, OK, 74121-218 | 36 | | | | |
| To construct a utility of | or utilities on County r | ight-of-way as follows: | | | |
| LEGAL DESCRIPTIO | N: | | | | |
| Parcel 0921409003000 East in Lancaster Count | | parcel located in the NE/4 of NE/ | /4 of SE/4 | of Section 21, Towns | hip 9 North, Range 6 |
| | - | W Foreman Dr in Lancaster Cou | ntv Nobr | aska | |
| UTILITY TO BE CONS TYPE Natural Gas | | DESCRIPTION De Size & Type | 6" ret | ANNOTATIO | |
| Other No utility to I | be buried directly ab | oove a drainage structure. E | Existing (| utilities will be sepa | arated by 24". |
| PROPOSED UTILITY | INSTALLATION | | | | |
| METHOD | SIZE/WIDTH | DESCRIPTION | DE | :PTH DE | SCRIPTION |
| Open Trench | Size | 6" | Depth | Below | |
| | | | | | |
| Other Contact F | Ron Bohaty at 402- | 441-7797 48 hours prior to | any coi | nstruction in Coun | ty Right-of-way. |
| NAME AND ADDRESS Dago Burollas- 620-680 | | (S) PERFORMING THE WO | RK (if Ap | plicable): | |
| Magellan Midstream LF | | | | | |

Ver. 6.1.2 05/03/2017 Page 1

UTILITY PERMIT REQUIREMENTS

- <u>NOTE</u> If Engineer plan sheet project notes conflict with Lancaster County's utility permit application requirements and the special utility permit requirements, the utility permit application requirements and special utility permit requirements shall govern. See Page 6 for additional requirements upon permit approval.
- 1. Unless agreed to in writing in advance by the owner, the depth of installed facilities shall be at a minimum as follows:
 - A. For utility installation parallel to the roadway, the minimum depth of burial will be 42" (48" in road ditches) measured from the ground surface to the top of the utility, except as noted in "C" below.
 - B. For utility installation transverse to the roadway the minimum depth of burial will be 48" measured from the ground surface to the top of the utility, except as noted in "C" below.
 - C. The minimum depth of burial beneath drainage structures, waterways, creek channels, or culverts within 5' of the utility route will be 72", measured from the flow line of the drainage structure, waterway, or creek channel (whichever is lower), to the top of the utility.
 - D. No utility will be buried directly above a drainage structure, <u>regardless of the burial depth</u>.
 - E. All crossings with existing utilities will be separated by a minimum of 24", both horizontally and vertically.
 - F. All paved road and paved driveway crossings will be dry-bored.
 - G. All areas disturbed by construction will be restored to their pre-construction condition. This includes: all open-cut crossings to be backfilled with material excavated from trench; no sand or crushed rock backfill will be allowed; and compaction of backfills to a density equal to or greater than the surrounding soil in and around trenches, bore pits, pull boxes, and other utility appurtenances. It also includes replacing roadway and driveway surfacing lost or damaged by construction, and re-seeding of all areas disturbed by the work.
 - H. Trees within the right-of-way will be preserved by the contractor when possible. All trees, bushes, brush, debris piles, resulting from clearing or grubbing operations will become the property of the contractor and will be removed from county property at the contractor's expense.
- 2. The contractor performing the work shall have onsite a copy of approved utility permit allowing permitted work to be done within County Road Right-of-Way.
- 3. The utility owner or his representative will mark all existing Lancaster County drainage structures along the proposed utility installation route 24 hours prior to construction at a culvert site. All structures will be marked in a manner so as to allow the Utility's Contractor to identify all "Bore" locations.
- 4. The contractor will notify Lancaster County Maintenance Superintendent Bob Jacobs at 402-441-7797, within 48 hours, prior to commencing construction on county right-of way.
- 5. Contractor performing the work to submit insurance certificate naming Lancaster County as additional insured prior to any activities in the right-of-way. Contractor shall also provide Lancaster County a 30 day notice of cancellation, non-renewal or any material reduction of insurance coverage.
- 6. The applicant, or his contractor, shall contact the local utility companies and request location of any buried utilities. Damage to any utilities, either on County right-of-way or adjacent to County right-of-way, shall be repaired at the expense of the applicant or his contractor.

- 7. Future road construction work could necessitate relocation of utilities. Those utility relocation costs shall be borne by the utility owner.
- 8. All trenches shall be backfilled the same day trench was excavated except for the portion where the work is to be continued the next day. The portion left open for work continuation shall be protected by barricades with flashing lights at night. No open trenches in the roadway will be allowed overnight. (Except when such road is closed for construction or except with prior conditional approval to be noted on page #6)
- 9. Roads may be closed for a maximum of 12 hours, with prior review and approval from this office. (See #11 for signage layout)
- 10. Road closures longer than 12 hours will require prior review and shall include an approved detour plan. (See #11 for signage layout)
- 11. Three Type III barricades w/Type A flashing lights shall be placed on each side of construction site. "Road Closed" {R 1 1-2) signs shall be mounted on the middle barricade on each side of the construction site. At the nearest intersection each way from crossing, a "Road Closed _____ Miles ahead -- Local Traffic Only" (R11-3) sign shall be placed.
- 12. All barricading, flagmen, warning signs, etc. shall conform to the current *Manual on Uniform Traffic Control Devices*.
- 13. No equipment shall be left unattended on public right-of-way. No trenches shall be left open after working hours. No equipment shall block traffic control devices. If necessary, flagmen shall be required.
- 14. All pipe and encasements to conform to State Highway Standards.
- 15. Notification of proposed utility work to adjacent landowners shall be the responsibility of the Utility Company and or their Agents.
- 16. ***Utility Company and or their Agents shall be responsible to notify the Lancaster County Engineering
 Department upon completion of permitted utility work.***

TYPICAL CROSS SECTION OF ROAD CROSSING

(Proposed Drawing by Applicant)

| I (We) agree to construct the repair the | (utility) | in accordance wi | ith the permit requirements and |
|---|--------------------------------------|------------------|---------------------------------|
| the provisions included as a part of this | permit. | | |
| | | | |
| COMPANY: Stephen Baker, Real Estate R | ep, Magellan Midstrear | n, LP | |
| DATE: <u>7/28/2017</u> | | | |
| SIGNED BY: Baker, Stephen | Digitally signed by Date: 2017.07.26 | | _ |
| | | | |
| FXF | ECUTION BY LANCAS | STER COUNTY | |
| The above application is hereby a | | | provisions of the permit. |
| The above application to horosty a | pprovod odbject to the | y roquironio and | providence of the permit |
| APPROVED and dated thisBoard of Commissioners. | day of | | by the Lancaster County |
| | LANCASTE | R COUNTY BOAR | D OF COMMISSIONERS |
| | | Chairpers | on |
| APPROVED as to form | | | |
| thisday of | | | |
| | | | |
| David A. Derbin Digitally signed by David A. Derbin DN: on-David A. Derbin DN: on-David A. Derbin, o-Lancaster County, on-Lancaster County, demail-default allancaster on gov. cuts. Date: 2017.11.30 08:48:58-48:00 | | | |
| Deputy County Attorney | | | |
| REVIEWED this 29 day of November | , 2017 | | |
| James J. Shotkoski Digitally signed by James J. Shotkoski Date: 2017.11.29 14:35:27 -06 | notkoski ''00' | | |

Lancaster County Engineering Representative

| I (We) agree to construct the repair the existing pipeline in accordance with the permit requirements and (utility) |
|---|
| the provisions included as a part of this permit. |
| COMPANY: Stephen Baker, Real Estate Rep, Magellan Midstream, LP |
| DATE: 7/26/2017 |
| SIGNED BY: Baker, Stephen Digitally signed by Baker, Stephen Date: 2017.11.03 09:39:55 -05'00' |
| |
| EXECUTION BY LANCASTER COUNTY |
| The above application is hereby approved subject to the requirements and provisions of the permit. |
| Date |
| Signed By: Lancaster County Representative |
| Solo |
| |

(TO BE FILLED IN BY COUNTY PERSONNEL)

| Encasement Requirements: |
|--|
| NA . |
| |
| |
| |
| |
| |
| Barricade, Signing and Flagging Requirements: |
| Comply with Section #12 of the Utility Permit Requirements. |
| |
| |
| |
| |
| |
| Methods of Installation: |
| Dig up existing pipe off the north edge of W Foreman Dr. west of SW 12th St. |
| |
| |
| |
| |
| |
| Minimum Cover Provided in Road Ditches: |
| Comply with Section #1 of the Utility Permit Requirements |
| Somply with Gooden in For the Guilly Formit Requirements |
| |
| |
| |
| |
| Other Requirements: |
| Comply with Section #2 of the Utility Permit Requirements: The Contractor is required to have a copy of the permit |
| in-hand at all times while construction is in progress. |
| |
| Comply with Section #4 of the Utility Permit Requirements: Contractor to contact Lancaster County Maintenance Superintendent Ron Bohaty (402) 441-7797 within 48-hours prior to beginning construction in the County |
| Right-of-Way. |
| |
| |
| Additional Comments: |
| Comply with ALL Sections of the Utility Permit Requirements. |
| ***Utility Owners responsibility to notify Lancaster County upon completion of permitted work.*** |
| Camity Connected Postportological Country aport completion of permitted work. |
| |
| |

INSURANCE CLAUSE FOR LANCASTER COUNTY ENGINEER UTILITY PERMITS

Insurance; Coverage Information

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the County being secondary or excess.

Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the County Attorney. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

1. <u>Commercial General Liability</u>

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

An Additional Insured Endorsement Form showing the County as additional Insured.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Intentionally Omitted

1.4. Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 <u>Intentionally Omitted</u>

1.5.1 <u>Intentionally Omitted</u>

1.6 <u>Intentionally Omitted</u>

1.7 Intentionally Omitted

1.8 Railroad Contractual Liability Insurance (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide an endorsement (ISO® form CG24170193 or newer) that removes or deletes any exception for such work in the Contractor's commercial general liability policy. Any endorsement not described herein shall be subject to the approval of the County Attorney.

1.8.1 Railroad Protective Liability (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 <u>Intentionally Omitted</u>

2. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

3. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

4. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

5. <u>Indemnification</u>

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

6. Reservation of Rights

The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

7. <u>Sovereign Immunity</u>

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the County.

For questions regarding Insurance Requirements, please contact Risk Management.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY) 11/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| this certificate does not come. Tights to the certificate notice in nea of such chaorsement(s). | | | | | | |
|---|----------------------------------|---|-------|--|--|--|
| PRODUCER | LOCKTON COMPANIES | CONTACT NAME: | | | | |
| | 5847 SAN FELIPE, SUITE 320 | PHONE FAX (A/C, No, Ext): (A/C, No): | | | | |
| | HOUSTON TX 77057 866-260-3538 | E-MAIL ADDRESS: | | | | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC# | | | |
| | | INSURER A: National Union Fire Ins Co Pitts. PA | 19445 | | | |
| INSURED MAGELI | GELLAN PIPELINE COMPANY, L.P | INSURER B: New Hampshire Insurance Company | 23841 | | | |
| 1356136 | ONE WILLIAMS CENTER | INSURER C: Lexington Insurance Company | 19437 | | | |
| | TULSA OK 74172 | INSURER D: Insurance Company of the State of PA | 19429 | | | |
| | | INSURER E : | | | | |
| | | INSURER F: | | | | |
| | | | | | | |

COVERAGES MAPIP01 CERTIFICATE NUMBER: 14862246 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|--|--------------|-------------|--|-------------------------------------|-------------------------------------|---|
| A | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | Y | Y | 6954685 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED \$ 1,500,000 MED EXP (Any one person) \$ 1,500,000 PERSONAL & ADV INJURY \$ 1,500,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- DTHER: CONTROL PRO- DECT LOC OTHER: | | | | | | GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$ |
| A D | AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY | Y | Y | 7269797 (AOS) 7269798 (VA) | 10/1/2017 10/1/2017 | 10/1/2018 10/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXXX |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ |
| B B B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 031132144 (AOS) 031132145 (IL, NC & VA) 031132146 (WI) | 10/1/2017 10/1/2017 10/1/2017 | 10/1/2018 10/1/2018 10/1/2018 | X PER OTH- E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| С | C Excess General Liability | | Y | 021375477 | 10/1/2017 | 10/1/2018 | Each Occurrence \$3,500,000 General Aggregate \$3,500,000 Prod Comp/Op Agg \$3,500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Additional insured in favor of certificate holder on all policies (except Workers comp/EL) where and to the extent required by written contract. Waiver of Subrogation in favor of certificate holder on all policies where and to the extent required by written contract where permissible by law.

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| JENTI TOATE HOLDER | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 14862246 Lancaster County 555 South 10th Street Lincoln NE 68508 | AUTHORIZED REPRESENTATIVE |

ACORD 25 (2016/03)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016

forms a part of

policy No.GL 695-46-47

issued to MAGELLAN MIDSTREAM PARTNERS, LP

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)

61712 (12/06) Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2017

forms a part of Policy No. WC 031-13-2144

Issued to MAGELLAN MIDSTREAM PARTNERS, LP

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,

2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13 (Ed. 04/84)

Countersigned by

Authorized Representative



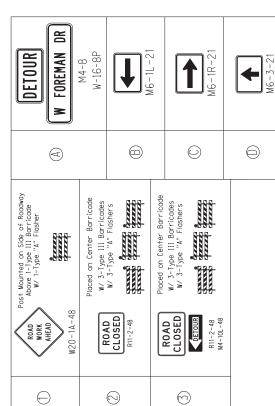


SPECELLEWIS

W FOREMAN DR. CLOSURE

LANCASTER COUNTY
TEMPORARY TRAFFIC CONTROL PLAN





GENERAL NOTES:

ALL TYPE III BARRICADES TO HAVE TYPE "A" LIGHTS

TO THE TRAVELING PUBLIC, THE CONTRACTOR SHALL USE TRAFFIC CONTROL DEVICES SUCH AS TYPE II BARRICADES, REFLECTORIZED WHEN THE ROAD IS ACCESSSIBLE TO VEHICLES, EVEN IF CLOSED AS PER NDOR STANDARD SPECIFICATIONS 2007 EDITION 107.07: DRUMS, OR OBJECT MARKERS TO LOCATE AND MARK HAZARDS WITHIN PROJECT LIMITS.

NDOR STANDARD PLANS: 920-R6 - TRAFFIC CONTROL CONSTRUCTION AND MAINTENANCE 923-R1 - TRAFFIC CONTROL-ROAD CLOSURE

