

Exhibit "A"

GENERAL REQUIREMENTS FOR CROSSING GENESIS PIPELINES

(Installation and Modification of Pipelines, Road and Utility Lines)

A party (herein called "INSTALLER") who proposes to install or modify pipelines, utility lines or other underground facilities, roads, streets, driveways, ditches or drainage canals crossing existing pipelines owned or operated by GENESIS Pipeline USA, L.P. or GENESIS Pipeline Texas, L.P. or their affiliates (herein called "GENESIS") shall adhere and abide by the following:

1. INSTALLER shall not commence work in the crossing area without first having obtained GENESIS's written approval of INSTALLER's plan and profile regarding the proposed crossing. Such plans shall include, but not be limited to, any boring or excavation, any proposed addition of fill on the GENESIS right-of-way, and the horizontal placement of, or routing along side of, GENESIS pipelines by any apparatus, drains, sewers or any other construction.
 - a. In all cases, the situation will be evaluated to ensure that adequate provisions are made for corrosion control. If the INSTALLER elects to install its pipelines/utilities within GENESIS' easement by any method of boring, then the INSTALLER shall physically verify the separation between GENESIS' facilities and the INSTALLER'S pipeline/utilities. Where physical verification is not practical, minimum clearance will be four (4) feet horizontally and ten (10) feet vertically.
 - b. Plans contemplating blasting operations within 500 feet of the GENESIS pipelines shall be submitted to GENESIS for approval at least ten (10) working days prior to commencement of blasting operations. This plan must include hole depth, diameter, spacing, burden, delay times and sequence, explosive type, maximum charge weight per delay, and blast zone location relative to the pipelines. If GENESIS determines the integrity of the pipelines will be jeopardized, then blasting will not be permitted.
 - c. No signs, monuments, building structures, and/or manholes shall be located within the pipeline right-of-way.
 - d. GENESIS may deem it necessary to back weld any collars located under and in close proximity to any road, street, driveway, drainage canal or ditches, etc.
 - e. Paved streets, roads, driveways or parking areas crossing over or on GENESIS right-of-way shall be surfaced using asphalt or breakaway concrete.
 - f. No trucks or heavy equipment are to cross the GENESIS pipeline right-of-way without approval from GENESIS. If GENESIS determines that the integrity of the GENESIS pipelines may be jeopardized if they are crossed with heavy equipment, a temporary road crossing to protect the pipelines and the equipment will be required. All temporary road crossings will be built to the specifications of GENESIS. Depending upon the soil conditions, depth and character of the pipelines, and the projected stresses induced upon the pipelines from the vehicles which are to cross, GENESIS may require fill material of its choice to be placed over the pipelines. The design of all temporary road crossings require GENESIS' prior written approval. Should conditions change after construction of the temporary road crossing (e.g. heavier equipment than previously planned for or inclement weather conditions), then the INSTALLER shall not cross the GENESIS pipelines with equipment until the integrity

of the GENESIS pipelines can be protected from the change in condition. In the case of collared pipelines, the collars are to be roped/welded prior to the start of any construction activities.

2. At least seventy-two (72) hours prior to commencing any excavating or other construction activity in the vicinity of the pipelines the INSTALLER must telephone the LOCAL ONE CALL SERVICE provider.
3. All construction activity shall conform to all applicable federal, state, county and/or local regulations.
4. **No excavating or other construction activity shall be conducted in the immediate vicinity of the pipelines in the absence of a GENESIS representative. The INSTALLER will assume full liability for any damages to GENESIS due to construction/excavation activities. GENESIS is not aware of any spills that have occurred at the location for which the INSTALLER is requesting approval or in the vicinity thereof, but accordingly, if in the event during INSTALLER'S construction any contaminated soil of any nature needs to be removed and disposed of it shall be removed and disposed of at the sole risk and expense of the INSTALLER.**
5. If GENESIS deems it necessary to lower, encase, rope/weld collars on, or otherwise adjust the pipelines because of the INSTALLER'S construction activity, the INSTALLER shall reimburse GENESIS for the cost of such lowering, encasement, roping collars, or other adjustment.
6. Minimum Clearance/Separation/Cover
 - a. All pipelines, utility lines and other underground facilities (except electrical power cables and telecommunications cables) constructed such that they cross GENESIS pipelines must be installed under the GENESIS pipelines with a vertical separation of eighteen (18) inches of clearance between the outside of the GENESIS pipe and the extremity of any other underground structure.
 - b. All electrical power cables and telecommunications cables shall be installed with a minimum vertical separation of eighteen (18) inches between structures and in a manner acceptable to GENESIS' on-site representative. In addition, the electrical power cables must be enclosed in conduit (steel or PVC) and covered with reinforced **red** concrete a minimum width of six (6) inches on each side and above the conduit. The conduit and concrete must extend a minimum of twenty-five (25) feet on either side of the centerline of the pipelines. Communications cables must be enclosed in conduit (steel or PVC) and marked with the burial warning tape a minimum of six (6) inches on each side and above the conduit. The conduit and warning tape must extend a minimum of twenty-five (25) feet either side of the centerline of the pipelines.
 - c. Any overhead power or communication lines must maintain at least 15 foot of clearance between the lowest point on the conductor or cable and the top of the ground along the easement and right-of-way. Power or communication structures will not be allowed in the easement and right-of-way. No overhead power or communications lines will be allowed that interfere with the operations and maintenance of the Genesis pipeline or easement. Any overhead power or communications lines may be required to relocate if Genesis deems necessary for the location or placement of Genesis' above ground facilities.

- d. Any road, street, or driveway shall be constructed with a minimum cover, as measured from the top of the pipelines to the top of the surface of the road, street, or driveway as shown below:

<u>LOCATION</u>	<u>MINIMUM COVER</u>
(1) Under road or street	Forty-eight (48) inches measured from top of shallowest pipeline to top of crown in pavement but no less than eighteen (18) inches below bottom of sub-grade.
(2) Under driveway on residential lot	Thirty-six (36) inches below crown but no less than eighteen (18) inches below bottom of sub-grade
(3) Under all other surfaces within the right-of-way	Thirty-six (36) inches

- e. Any ditches, drainage canals, etc., shall be constructed with a minimum cover, as measured from the lowest point in ditch, canal, etc., to the top of the pipe, as shown below:

<u>LOCATION</u>	<u>MINIMUM COVER</u>
(1) Under lowest surface of road ditches:	
a) Unlined	Thirty-six (36) inches
b) Concrete/asphalt lined	Twelve (12) inches
(2) Drainage canals and ditches	Sixty (60) inches

7. No excavations or fill activities shall be made on land adjacent to the pipelines which will in any way alter right-of-way drainage patterns, impair or withdraw the lateral support, or which will cause any subsidence or damage to the pipelines.
8. If GENESIS deems it necessary, the INSTALLER shall remove teeth from the bucket of excavation equipment and/or a bar shall be installed across the teeth of the bucket during excavation in the vicinity of the pipelines. GENESIS' designated representative shall have the authority to reject the use of equipment to excavate if, in their opinion, the equipment is unsuitable to perform the excavation in a safe and prudent manner.

9. All written correspondence is to be sent to:

Genesis Energy
Attn: Robert Findley
811 Louisiana Street, Suite 1200
Houston, TX 77002

GENESIS appreciates the opportunity to work with INSTALLERS in the early stages of development activity to minimize any conflict, which may arise, and to protect the integrity of our pipelines.

Encroachment Application

Date: _____
Contractor Name: _____
Contact Person: _____
Contact Phone No.: _____
Address: _____

Project Name: _____
Genesis System Location: _____
Owner Name: _____
Contact Person: _____
Contact Phone No.: _____
Address: _____

Type of Encroachment: _____

Location of Proposed Encroachment: _____
(must include street, city, state and county)

Final Project Plans Attached: _____

Project Plans, including a plan and profile view of the Project with respect to the pipeline, are required. Project Plans should comply with the Genesis Crossing/Encroachment specifications in order to avoid delays in the review process.

Send Project Plans to:

Robert Findley
811 Louisiana Street, Suite 1200
Houston, TX 77002

Payment of non-refundable fee of \$3,500.00 must be made to the order and attention as provided below:

**For all other pipelines:
Genesis Pipeline USA, L.P.
Attn: Robert Sou
811 Louisiana Street, Suite 1200
Houston, TX 77002**

It is understood that this payment is non-refundable and that Genesis will provide documentation of expenses only to the extent that they exceed \$3,500.00. It is further understood that we will be liable to Genesis for reimbursement of actual costs related to their evaluation of the impacts of this project.

It is understood that review of this project does not mean the project will be approved. The final approval of the project will be the execution of Genesis' Encroachment Agreement, Reimbursement Agreement or other pertinent Agreement. Also, Genesis will require contractor and/or owner to carry for the benefit of Genesis insurance to cover encroachment activities on the easement as follows:

- ◆ Comprehensive General Liability in the amount of **\$1,000,000.00** combined single limit for bodily injury and Property Damage for occurrence/aggregates, and with excess liability in the amount of **\$4,000,000.00**: (1) Manufacturer's and Contractor's Liability; (2) Contractual Liability; (3) Products Liability/Completed Operations; (4) Owners and Contractors' Protective Liability—Independent Contractors; (4) Personal Injury Liability.
- ◆ Automobile Public Liability and Property Damage with limits of liability in the amount of **\$1,000,000.00** for each accident and bodily injury sustained by any person or persons and property damage.
- ◆ Workman's Compensation Insurance in compliance with statutory liability under the Workman's Compensation laws in those states wherein operations are conducted, including common law liability as a result of injuries to employees who are not embraced within the scope of the Workmen's compensation Act.

NOTE: Genesis, at Genesis' sole discretion, reserves the right to require higher rates of coverage depending on the location of the encroachment, such as, but not limited to, highly populated areas, environmentally sensitive areas.

Contractor:

Owner:

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____