



August 2, 2022

Eight Point Wind LLC
Attn: Anthony Pedroni, Vice President
700 Universe Blvd. JB/A1A
Juno Beach, FL 33408

ENCROACHMENT STIPULATION LETTER

RE: Underground 34.5kV Electric Line and Temporary Crane Crossing

Tract: NY HC(1) 6

County: Steuben

State: New York

Dear Mr. Scornavacca:

Tennessee Gas Pipeline Company, L.L.C. (hereinafter referred to as "Company") hereby acknowledges the receipt of that certain EPWEight Point Wind LLC (hereinafter referred to as "EPW") Encroachment Information Form dated 10/22/2021, including the plan received attached thereto which are together marked as Exhibit "A" and attached hereto and made a part hereof and hereinafter referred to as the "Encroachment". EPW's request details the proposed methods and specifications for the installation/construction of a 34.5kV underground electric line encased in 6" non-metallic conduit above Company's pipeline and/or pipeline related facilities ("Company Facilities") on Company's easement or easements (whether one or more, "Company Easement") referenced by the tract number(s) above.

Company hereby grants approval of the work, provided:

1. This letter is countersigned and a copy is returned to Company at the address listed below prior to commencement of any construction activity within the confines of the Company Easement. If this letter is not signed and returned to Company, Company's consent herein shall be withdrawn; no work will be authorized within the confines of the Company Easement.
2. The following conditions are observed:
 - a. All work must comply with the plans referenced herein and attached hereto. Any changes to the design and/or construction must be pre-approved in advance by Company.
 - b. EPW shall construct, own, operate, maintain, use and remove the Encroachment in accordance with Company's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which is attached hereto as Exhibit "B" and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five (25') feet of Company Facilities or within the Company Easement.**
 - c. At least seven (7) business days prior to any work within twenty five (25') feet of Company's Pipeline and/or within the Company Easement, EPW, its contractor(s), subcontractor(s), and/or developer(s) must call Company's David Werner, Damage Prevention Supervisor, at 724-841-6061. He will arrange to have a Company representative on-site while work is occurring.
 - d. Company requires that each contractor or subcontract associated with the Encroachment submit a New York One Call (8-1-1) Ticket for each different phase of the Encroachment that involves earth disturbance (grading, excavating, trenching, digging, etc.).

- e. EPW shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the Encroachment and for any and all expenses including inspection fees incurred by Company and/or damage to Company Facilities and/or the Company Easement as a result of, in the Company's sole opinion, EPW's activities upon the Company Easement. EPW shall, upon demand by Company, reimburse Company fully for any such expense or damage. EPW agrees to indemnify and hold harmless Company, its parent, affiliates, agents, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, the "Company Indemnitees"), against any claim, demand, or cause of action of any party (including, but not limited to reasonable attorney's fees) in any way arising from or related to (1) the existence of the Encroachment, (2) EPW's approved activities under this Stipulation Letter, (3) EPW's breach of its obligations under this Stipulation Letter, or (4) any cause of action resulting from damage to Company Facilities or the Company Easement by EPW, its parent, affiliates, agents, employees, contractors or subcontractors.
- f. EPW must install an Air Bridge crossing above Company's Pipeline for the purpose of moving a crane. The proposed matting that runs parallel to Company's Pipeline must be a minimum of five (5') feet from pipeline. Air Bridge must maintain a minimum of 1"-2" air gap between the bridge deck and ground.
- g. EPW agrees that no stockpiling of equipment or materials will be permitted within Company's Easement.
- h. EPW agrees to install the underground electric crossing with a minimum of three (3') feet of vertical clearance above Company's Pipeline.
- i. The underground electric crossing must cross Company's Pipeline and Easement as close to 90 degrees as possible. EPW agrees to place above ground utility markers on the electric line at the edge of Company's Easement and at the point of pipeline crossing.
- j. The proposed underground electrical crossing must be placed in non-conductive conduit encased in concrete a minimum of three (3") inches thick, thirty-six (36") inches wide. The concrete should be dyed or colored red and must extend the entire width of Company's seventy-five (75') foot wide Easement.
- k. EPW agrees to install warning tape a minimum of twelve (12") inches above the proposed underground electric crossing.
- l. EPW agrees that there are to be no permanent structures within Company's Easement
- m. All installations within Company Easement and over Company's Pipelines must be supervised by Company Damage Prevention personnel on site.
- n. The review and approval of this proposal shall only be valid for a period of one (1) year from the date of this letter.
- o. All of the terms and conditions of the Company Easement shall remain in full force and effect.
- p. This Stipulation Letter shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns, including EPW's contractors, subcontractors, and developers, if any.

If you have any questions, please contact Mike Ames by telephone at 814-274-3135, by e-mail at michael_ames@kindermorgan.com, or by mail at: Tennessee Gas Pipeline Company, L.L.C., Attn: Mike Ames, 197 Tennessee Road, Coudersport, Pennsylvania 16915.

Sincerely,

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____
Mike Ames
Agent – Right of Way II

COUNTERSIGNED AND AGREED TO AS OF THE DATE FIRST SET FORTH ABOVE:

Eight Point Wind LLC

DocuSigned by:
 By: _____
F5C968BD9C2148B... Anthony Pedroni, Vice President



ENCROACHMENT APPLICATION

Applicant Information				
Applicant Name/Company EIGHT POINT WIND LLC			Contact Name Kris Scornavacca	Title Project Director, Development
Address 700 Universe Blvd			City Juno Beach	State FL
			Zip Code 33408	
Telephone Number 561-694-4738	Fax Number	Cellular Number 561-319-5399	E-mail Address kris.scornavacca@nexteraenergy.com	
Applicant's Representative (contractor/consultant) Name Fisher Associates			Contact Name Steven Mellott	Title Project Manager
Address 180 Charlotte Street			City Rochester	State NY
			Zip code 14607	
Telephone Number 585-334-1310	Fax Number	Cellular Number 585-750-4730	E-mail Address smellott@fisherassoc.com	
Landowner Name (if not applicant) Lewis Lyle & Paul & Larry				Landowner consent to works obtained? ☒ Yes ☐ No

The Applicant hereby applies for permission to construct facilities or equipment under, over, near or crossing the pipeline or within the limits of the pipeline right-of-way under the jurisdiction of Kinder Morgan and in accordance with applicable government regulations. The proposed encroachment is as follows:

Installation Details				
☒ Permanent	Installation duration if temporary (MM/DD/YY)	Roads and Parking Areas	Within legal highway load limits? If no, list axle load.	
☐ Temporary	Date from: Date to:	☐ Gravel ☐ Pavement	☐ Yes ☒ No To be determined	
Underground Services			If steel, will cathodic protection be applied?	
☐ Steel pipe/conduit Diameter:	☒ Plastic pipe/conduit Diameter: 6"	☐ Concrete Yards:	☒ Power Voltage: 34.5 kV	☐ Yes ☐ No
Overhead Services ☐ Power ☐ Communications			If power, please state voltage	

Description of Encroachment and the construction procedures to be followed (attach extra pages as required to give full description)

Trench installation of one 34.5 kV feeder (3-phases) to support the proposed Eight Point Wind Farm. The power cables will be encased in a 6" non-metallic conduit, and the conduit will extend the full limits of the pipeline right-of-way. Refer to the trench detail on attached crossing drawing 13139-045-CS-3200.

Additionally, the Tennessee Gas pipeline will be crossed with the erection crane that will be utilized for the construction of the project.

		Tentative construction date (MM/DD/YY) 11/01/2021, for tree clearing
Location of Encroachment (e.g. city, county, state road/street or legal description of property) located on parcel 394.00-01-015.00, Steuben County, New York		
Crane walk crossing: Lat. 42.01681, Long: -77.66656 Collection crossing: Lat. 42.01284, Long: -77.66916		
Please attach any maps, plans, profiles, KMZ files, etc.		Coordinates: GPS (Nad 83) Lat (y): 42.01284° Long (x): -77.66916°
Application Drawing(s) No. (or sketch) 13139-045-CS-3200.pdf		

This form constitutes an **APPLICATION ONLY**. The encroachment applied for shall not commence until approved by Kinder Morgan. The facilities or equipment must be constructed in accordance with the guidelines provided by Kinder Morgan.

Kris Scornavacca		Digitally signed by Kristian Scornavacca DN: cn=Kristian Scornavacca, o=Nextera Energy Resources, ou=Development, email=kris.scornavacca@nee.com, c=US Date: 2021.10.22 12:30:16 -0400 Kristian Scornavacca
Name of applicant or applicant's representative (PRINT)	Date (MM/DD/YY)	Signature of applicant or applicant's representative

KM use only			
Reviewed by		Date Received (MM/DD/YY)	Date Approved (MM/DD/YY)
Pipeline/lateral name (e.g. 610)	KM/Mile Post #	Encroachment Number	Date Constructed (MM/DD/YY)

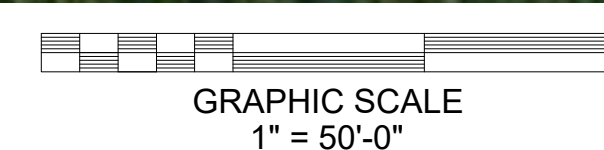
Attached to and made a part of certain Encroachment Stipulation Letter dated 8/2/2022

Exhibit "A"



Tennessee Gas 313A-400 Pipeline – NY HC(1) 6

75' Easement Width (37.5' W/37.5 E) of 313A-400 Pipeline



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE: NONE



13139-045-CS-3200

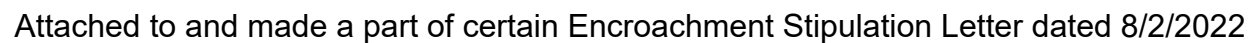
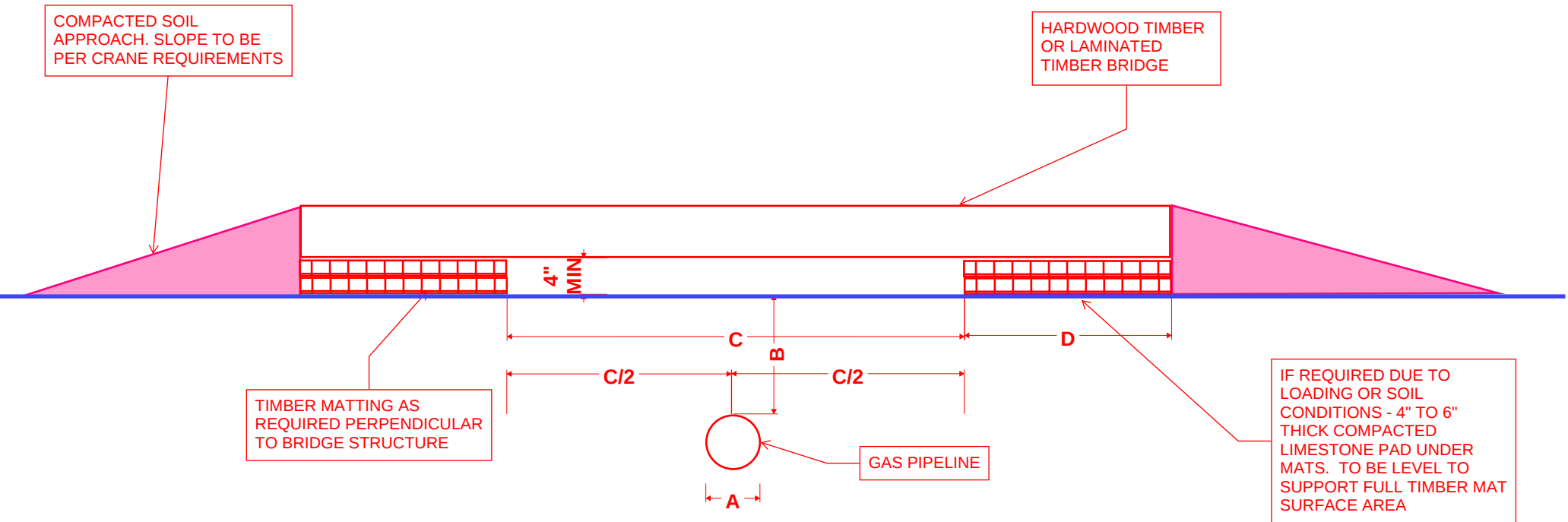


Exhibit "A"



NOTES:

1. THE AIR BRIDGE SHALL BE INSPECTED PRIOR TO EACH CROSSING TO INSURE BRIDGE MAINTAINS GAP

2. THE AIR GAP SHALL BE MAINTAINED AT ALL TIMES. IF GAP IS LOST, EQUIPMENT CROSSING TO CEASE UNTIL GAP IS RESTORED.

3. THE WIDTH OF THE BRIDGE SHALL BE THE WIDTH OF THE LARGEST EQUIPMENT TRACK WIDTH PLUS 5 FEET

4. TIMBERS USED FOR THE BRIDGE CONSTRUCTION SHALL BE ABLE TO SUPPORT THE WEIGHT OF EACH AND ALL EQUIPMENT CROSSING THE BRIDGE.

5. DAMAGED TIMBERS SHALL BE REPLACED IMMEDIATELY.

6. TIMBERS ON TOP OF BRIDGE SHALL BE BOLTED TOGETHER AS ONE UNIT.

LEGEND

A=OUTER DIAMETER OF PIPE

B=DEPTH OF PIPE

$C=2(A+B) \times .7$

D=(DEPENDENT ON LOAD AND SOIL CONDITIONS)

Exhibit "A"

$A=24"$
 $B=48"$
 $C=2(A+B)*.7=100.8"=8.4'$ -use- 10'
 $D=10'$
 $q=4000\text{psf} \cdot C/2 \cdot D/(D \cdot 12')=2500\text{PSF}$

$B=10'$
 $q=2500\text{psf}$
 $\text{Depth(Cntr of Pipe)}=5'=.5B$
 $\text{Horiz}=5'=1B$
 $\text{Result}=.06q=150\text{ psf Vert}(1.04\text{psi})$
 $\text{Horiz}=150 \cdot K_o=150\text{psf}(1.04\text{psi})$
 $K_o=1$

Point
influe

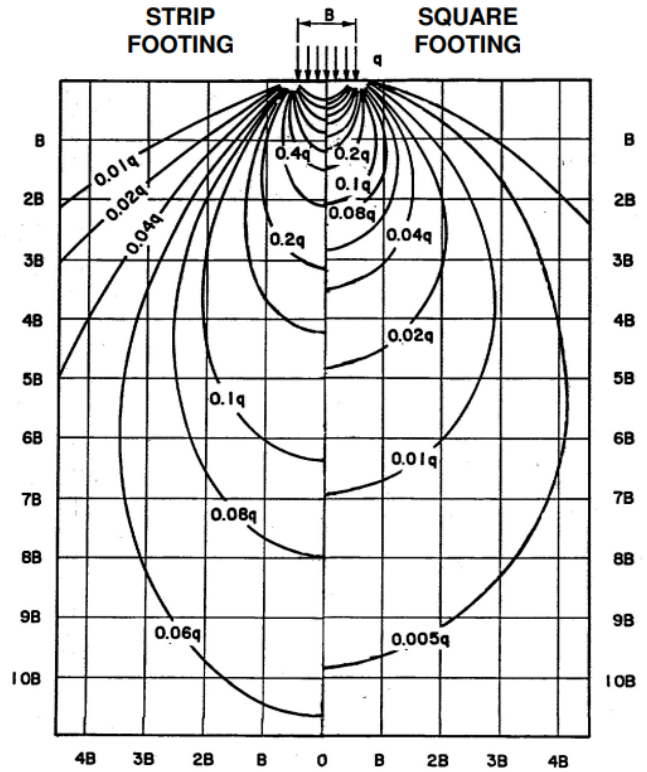


Exhibit "B"



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Tennessee Gas Pipeline Company, L.L.C.

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on Tennessee Gas Pipeline Company, L.L.C. (Company) right-of-way (ROW) are not intended nor do they waive or modify any rights Company may have under existing easements or ROW agreements.

Reference existing easements and amendments for additional requirements. This list of requirements is applicable for Company facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- Company shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on Company's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- Encroaching entity shall provide Company with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of Company's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of Company's ROW.
- Only facilities shown on drawings reviewed by Company will be approved for installation on Company's ROW. All drawing revisions that effect facilities proposed to be placed on Company's ROW must be approved by Company in writing.
- Company shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Company, incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of Company ROW. The units shall be installed per Company Standard [TYP-V-0100-B010 – Gas Detection Unit for Pipelines Located under Asphalt or Concrete Parking Areas](#).
- Any repair to surface facilities following future pipeline maintenance or repair work by Company will be at the expense of the developer or landowner.
- The depth of cover over the Company pipelines shall not be reduced nor drainage altered without Company's written approval.
- Construction of any permanent structure, building(s) or obstructions within Company pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on Company pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on Company easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to Company's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between Company pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across Company's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the Company pipeline must be evaluated by Company to ensure that a significant length of the Company line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the Company pipeline with less than two (2) feet of clearance must be evaluated by Company to ensure that additional support is not necessary to prevent settling on top of the Company natural gas pipeline.
- A foreign pipeline shall cross Company facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to Company pipeline within Company easement without written permission of Company.
- The foreign utility should be advised that Company maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with Company's. At the request of Company, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The Company Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP

Exhibit "B"



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and Company. All costs associated with the correction of cathodic protection problems on Company pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10-feet on either side of the crossing unless otherwise requested by the Company CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the Company ROW.
- No power poles, light standards, etc. shall be installed on Company easement.

Construction

- Contractors shall be advised of Company's requirements and be contractually obligated to comply.
- The continued integrity of Company's pipelines and the safety of all individuals in the area of proposed work near Company's facilities are of the utmost importance. Therefore, contractor must meet with Company representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **Company's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all Company transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A Company representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- Company will not allow pipelines to remain exposed overnight without consent of Company designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A Company representative shall do all line locating. A Company representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by Company representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to Company at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Company's work site representative. Any Contractor schedule changes shall be provided to Company immediately.
- Heavy equipment will not be allowed to operate directly over Company pipelines or in Company ROW unless written approval is obtained from Company. Heavy equipment shall only be allowed to cross Company pipelines at locations designated by Company. Contractor shall comply with all precautionary measures required by Company to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the Company ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to Company's facility.
- A Company representative shall be on-site to monitor any construction activities within 25-feet of a Company pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a Company representative being on site. Only hand excavation shall be permitted within a minimum of 24-inches (refer to state specific rules/regulations regarding any additional clearance requirements) of Company pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within 10-feet of Company facility unless Company representative is present.
- Temporary support of any exposed Company pipeline by Contractor may be necessary if required by Company's on-site representative. Backfill below the exposed lines and 12-inches above the lines shall be replaced with sand or other selected material as approved by Company's on-site representative and thoroughly compacted in 12-inches lifts to 95% of

Exhibit "B"



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

standard proctor dry density minimum or as approved by Company's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

- No blasting shall be allowed within 1000-feet of Company's facilities unless blasting notification is given to Company including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Company shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500-feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to Company's facilities as a result of their activities whether or not Company representatives are present. Company shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300-feet of Company's facilities unless blasting notification is given to Company a minimum of one week before blasting. *(Note: covered above)* Company shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by Company in addition to meeting requirements for 500-feet and 1000-feet being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(Note: covered above)*

- **Any** contact with any Company facility, pipeline, valve set, etc. shall be reported immediately to Company. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- Company personnel shall install all test leads on Company facilities.
- Burning of trash, brush, etc. is not permitted within the Company ROW.