CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	08/23/2016	
RESOLUTION OR ORDINANCE NUMBER	S-16-10	
AGENDA TITLE	Ordinance granting a Franchise agreement to Magellan Pipeline.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn – Superintendent of Engineering	
FISCAL INFORMATION	**Cost as recommended:**	
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	First reading of an ordinance granting Magellan Pipeline Company a non-exclusive franchise agreement for use of city right of way for a pipeline.	
BACKGROUND	City staff has been working with Magellan Pipeline Company to find a mutually agreeable route for a new pipe line to Coffeyville Resources. Attached is the proposed ordinance and easement including plan and profile sheets showing the route.	
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of a bib-exclusive franchise agreement with Magellan Pipeline Company.
REFERENCE DOCUMENTS ATTACHED	Easement.pdf; Ordinnace.pdf

ORDINANCE NO. S-16-10

AN ORDINANCE GRANTING TO MAGELLAN PIPELINE COMPANY, L.P., A NON-EXCLUSIVE FRANCHISE TO OPERATE A PETROLEUM PRODUCTS TRANSPORTATION PIPELINE WITHIN THE CITY OF COFFEYVILLE, KANSAS.

Section 1. There is hereby granted to Magellan Pipeline Company, L.P., hereinafter called the Grantee, the right, privilege and franchise for a period of twenty (20) years from the effective date hereof and for so long thereafter as the Easement between the City and Grantee approved on August 23, 2016 remains in full force and effect, to construct, maintain and operate in the area described in Attachment A hereto, its petroleum products transportation system as now located, together with the right, privilege and franchise to maintain and operate therein and thereon as may be necessary for the purpose of transporting petroleum products to points outside the city limits.

Section 2. The Grantee shall at all times save the City harmless from any and all damages which said City may be liable to pay that may arise from Grantee's construction, maintenance and operation of Grantee's system, or any part thereof.

Section 3. Where Grantee's pipeline or other system components intersects with or crosses an asphalt or concrete roadway or alley, Grantee shall install the pipeline or components by boring under the roadway or alley. The Grantee shall limit all excavations of other streets, alleys, or public places to the necessities of efficient operation and shall not at any one time open or encumber more of any highway or public place than shall be reasonably necessary to repairing mains or pipes.

Section 4. The Grantee shall not permit such highway or public place to remain open longer than necessary for the purpose of which it was opened; shall refill all excavations and replace all pavement with like material and leave same in as good condition as when altered or removed; shall perform all work on streets, alleys and public places under supervision of a representative of the City if so desired; shall repay said City all expenses to which it has been put in the repair or replacement of streets, highways or pavement in the event such work is done by said City after the neglect or refusal of Grantee to perform same in a reasonable time.

During the term of each excavation or construction improvement, Grantee shall place or cause to be placed the necessary safety and warning devices and shall maintain said devices until all work is completed and the area is again safe.

Section 5. If at any time during the term of this franchise, the City shall lawfully decide to alter, repair, maintain, or improve any portion of the franchised area, the Grantee, upon reasonable notice by the City, shall relocate its underground pipeline and other fixtures at its own expense. City agrees that in no event will such alteration, repair, maintenance or improvement permanently foreclose Grantee's right, privilege and franchise to acquire, construct, maintain and operate its petroleum products transportation pipeline. Any alternation, repair, maintenance or improvement that results in a temporary cessation of Grantee's right, privilege and franchise hereunder will serve as extension hereunder on day by day basis for purposes of term under Section 1 and payment under Section 6.

Section 6. In consideration for the grant of this franchise, Grantee shall remit to the City an annual payment of $11,345.55, which equals $50.00 per rod, as delineated in Attachment A.

The fee prescribed herein shall be paid to the City on or before the 1st day of January of each year the franchise remains in effect. Payments at the beginning and end of the franchise shall be prorated. The franchise fee shall be increased 5% every ten (10) years. City will remit an invoice to Grantee at least thirty (30) days prior to the franchise fee due date; provided, however, City's failure to remit an invoice shall not excuse the payment. The franchise may not be terminated solely for non-payment. In the event that the City fails to remit an invoice and Grantee fails to make remittance of the annual payment then Grantee will have thirty (30) days from City's subsequent notice of non-payment to remit the annual payment.

Section 7. All pipelines which shall be laid or installed under this Ordinance shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewer or other utilities or structures already installed.

Section 8. Grantee shall comply with all applicable City ordinances now existing, or that may hereafter be enacted.

Section 9. Each provision of this Ordinance, except the term hereof, shall be subject to review, consideration, and alteration by the City every fifth (5th) year after the effective date of this Ordinance; provided, however this Section 9 shall not be construed as a basis for unilateral revocation of this franchise ordinance. Any proposed alteration is subject to the prior written approval of Grantee in the form of an amendment to this Ordinance. City agrees that in no event will such review, consideration, or alteration permanently foreclose Grantee's right, privilege and franchise to acquire, construct, maintain and operate a petroleum products transportation pipeline.

Section 10. All provisions of this Ordinance shall be binding upon the Grantee, whether expressly stated herein or not, all the rights, authorities, powers, grants and privileges secured by this Ordinance to the Grantee shall be held to inure to the benefit of the Grantee, and all successors, lessees and assigns of the Grantee.

Grantee shall be permitted to assign or convey this agreement or any part thereof subject to Grantee's obligation to provide the City of Coffeyville with thirty (30) days written notice of such assignment.

Section 11. The provisions of this Ordinance notwithstanding, Grantee shall be subject to the valid and lawful orders of the State Corporation Commission of the State of Kansas. In the event the State Corporation Commission of the State of Kansas or any successor governmental agency, shall take or from time to time take or prescribe or establish valid and lawful orders or rules within the jurisdiction and authority of such agency which would render one or more of the provisions of this Ordinance invalid, illegal or unenforceable in any respect, thus prohibiting or precluding Grantee from fulfilling any of Grantee's obligations hereunder, such orders or rules shall supersede the provisions hereof and shall be binding upon the Grantee; provided, however, the City reserves the right to litigate the issue of the State Corporation Commission of the State of Kansas jurisdiction in the particular area.

Section 12, None of the privileges granted by this Ordinance shall take effect or be in force until after the final passage and until Grantee, its successors and assigns, shall file a written acceptance of the provisions hereof.

Section 13. If Grantee has not filed with City an acceptance of this Ordinance within thirty (30) days from the effective date hereof, then this Ordinance shall ipso facto cease and become null and void.

Section 14. Notices or responses to the Franchising Authority shall be addressed as follows:

Office of the City Manager City of
Coffeyville P.O. Box 1629
Coffeyville, Kansas 67337
Attention: City Manager

The notices or responses to the Grantee shall be addressed as follows:

Magellan Pipeline Company, L.P.
Attn: Real Estate Manager
One Williams Center, OTC-8
Tulsa, OK 74172

Passed and approved this 13th day of September, 2016.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM:

_____
Paul Kritz, City Attorney

ACCEPTANCE OF ORDINANCE NO. S-16-__

WHEREAS, the Governing Body of the City of Coffeyville, Kansas, did on the ____ day of _____, 2016, adopt and pass an ordinance entitled:

> **"AN ORDINANCE GRANTING TO MAGELLAN PIPELINE COMPANY, L.P., A NON-EXCLUSIVE FRANCHISE TO OPERATE A PETROLEUM PRODUCTS TRANSPORTATION PIPELINE WITHIN THE CITY OF COFFEYVILLE, KANSAS";**

WHEREAS, said Ordinance was duly signed by the Mayor of said City of Coffeyville, Kansas, and the seal of said City affixed and attested thereto by the City Clerk of the said City of Coffeyville; and

WHEREAS, said Ordinance further provided that it should be in full force and effect after its adoption and publication and its acceptance by Magellan Pipeline Company, L.P.

NOW, THEREFORE, in compliance with the terms of said Ordinance so enacted and so approved and attested, Magellan Pipeline Company, L.P., hereby accepts said Ordinance and files this, it's written acceptance thereof, with the City Clerk of said City.

Dated this ____ day of _____, 2016.

GRANTEE - Magellan Pipeline Company, L.P.
By its General Partner,
Magellan Pipeline GP, LLC

By: _____

Title: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this ___ day of _____ 2016, by _____, as _____ of Magellan Pipeline GP, LLC, the General Partner of Magellan Pipeline Company, L.P.

_____
Notary Public

My Appointment Expires:

Acceptance filed in the office of the City Clerk of Coffeyville, Kansas, this _____ day of _____, 2016.

_____

Cindy Price, City Clerk

PROJECT: Coffeyville to Caney Junction
#3-10" Pipeline TRACT NUMBER: 6561-
MG-38.2, 45, 46, 50.10, 51.2, 59, & 62.2
COUNTY: Montgomery
STATE: Kansas

PIPELINE EASEMENT AGREEMENT AND RIGHT OF WAY GRANT

This Agreement is made and entered into by and between:

The City of Coffeyville, a Kansas municipal corporation

(hereinafter referred to as "Grantor"), and Magellan Pipeline Company, L.P.., One Williams Center, OTC-8, Tulsa, Oklahoma 74172, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Grantee as follows:

1. **Grant of Easement and Right of Way.** Grantor hereby grants, bargains, sells, assigns, transfers and conveys unto Grantee a nonexclusive twenty foot (20') wide permanent easement and right of way ("Permanent Easement"), in order to construct, lay, install, erect, operate, protect, maintain, re-construct, re-lay, renew, inspect, test, repair, alter, move and remove a single pipeline, not to exceed eight inches (10") in nominal diameter, and to replace such line with another line, equal to or smaller in diameter, for the transportation of petroleum products or other hydrocarbon fluid or substance transportable by pipeline, together with the right to install any subsurface appurtenances and facilities (and surface appurtenances and facilities to the extent identified on Exhibit "A" hereto) necessary for the operation or maintenance of such pipeline, including fittings, connections, tie-overs, other equipment as may be necessary for pipeline operations and cathodic protection equipment, and graphite and steel anodes and other devices for the control of pipeline corrosion in, over, through, across, under, and along certain lands described as follows:

A part of Sections 25, 26, 32, 33, 34, 35, and 36, Township 34 South,
Range 16 East, Montgomery County, Kansas

(hereinafter referred to as the "Property"), with such Easement as more particularly shown on the drawings attached as Exhibit "A" hereto and made a part hereof.

2. **Temporary Construction Easement.** Grantor hereby grants, bargains, sells, assigns, transfers and conveys unto Grantee a nonexclusive fifty foot (50') wide temporary construction easement and right of way ("Temporary Construction Easement"), as described in the attached Exhibit "A", in order to construct the items mentioned in Paragraph 1 above. The term of this Temporary Construction Easement shall be for a period of twelve (12) months from the date of this agreement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the twelve (12) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. The Permanent Easement and the Temporary Construction Easement shall, collectively, be hereinafter referred to as the "Easement", and the portion of the Property underlying the Easement shall be hereinafter referred to as the "Easement Property".

3. **Ingress and Egress.** Grantor grants, sells, assigns and conveys unto Grantee a right of entry and the right of ingress and egress in, to, through, on, over, under, and across the Property at convenient points for all purposes necessary, and at all times convenient and necessary, to exercise the rights granted to it by this instrument and to enable Grantee to accomplish the purposes described in this instrument, including to survey, conduct reasonable and necessary construction activities, and to remove structures and objects located on the Easement Property; provided, however, no structures or objects shall be removed without the written consent of Grantor.

4. **Use of Easement.** Grantee shall own and be entitled to make full use of the Easement Property for so long as the same is used in accordance with the terms of this instrument, and shall have all of the rights and benefits necessary or convenient for the full enjoyment and use of the rights granted herein. The right to use the Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes hereinabove set forth.

5. **Precise Location.** Grantee shall have the right to select the exact location of items installed within the Permanent Easement; provided that the installation will be generally as depicted on Exhibit A. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the items installed within the Permanent Easement.

6. **Buried Depth.** Grantee agrees to bury the pipeline to a sufficient depth so as to not interfere with cultivation of soil (not less than three feet (3') below the surface). After installation of the pipeline at said depth, neither Grantor nor Grantee shall diminish or reduce the soil cover over said pipeline without prior written consent of the other party.

7. **Signs.** Grantee will erect signs over the pipeline at any location where the pipeline crosses a road or section line. The sign shall include the name of the pipeline operator, material being transported, and emergency telephone numbers.

8. **Additional Pipeline Marking Requirements.**

a. Except as otherwise provided herein, Grantee shall install the pipeline in trenches. Grantee agrees to install bury tape above the pipeline to help identify the pipeline. Grantee also agrees to install suitable material, including but not limited to orange mesh material, above the pipeline to help identify the pipeline, but only within ten feet (10') of either side of an intersection of the pipeline with any utilities.

b. Where the pipeline crosses a road, Grantee shall install the pipeline using the technique described in the "Crossing Method" column of the Exhibit B, attached hereto.

c. Grantee will locate its pipeline a minimum of two feet (2') below any utilities or other lines existing as of the date hereof.

d. Upon completion of construction, Grantee will provide Grantor with GIS coordinates of the pipeline to assist in locating the pipeline.

9. **Warranty.** Grantor represents that to the best of its knowledge, it is the owner of the Property and there are not outstanding mortgages thereon. No guarantees or warranties of title have been given to Grantee and Grantee acknowledges that Grantor has made no other representations or warranties as to the condition of or title to the Property, expressed or implied, in order to induce Grantee to acquire the Easement. If Grantee requires assurances, Grantee may conduct its own title investigation to Grantee's satisfaction. If title is determined not to be marketable, Grantor will take reasonable steps to resolve any title problems.

10. **Surface Damages.** The consideration paid by Grantee as of the execution of this instrument includes the market value of the easements, both permanent and temporary, conveyed by Grantor. Any and all other damages to the Grantor's remaining property, including growing crops, trees, timber, fences or other structural improvements or other surface damages of any kind, for the installation of the pipeline shall be paid by Grantee to Grantor at its fair market value, with Grantor to make any demand therefore within two (2) months of completion of construction of the pipeline within the Easement; provided, Grantor shall have one (1) year after completion to assert a demand for the damage or destruction of any tree(s) during the installation of the pipeline.

11. **Restoration of Land.** Grantee agrees that, after it has exercised its rights to use the Easement in any manner that disturbs the surface of the Easement Property, it will restore the surface in a reasonable manner as near as reasonably possible to the condition in which it was prior to the use of this Easement, except as the surface may be permanently modified as agreed to by Grantor herein. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Property and will construct and maintain soil conservation devices on the Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Easement Property as nearly as reasonably possible as it was prior to the construction of the pipelines and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of each pipeline. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the Easement Property or which provide access to Grantor's property. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, buffalo, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

12. **Retained Rights to Property.** Grantor may use the Property for any and all purposes not inconsistent with the purposes set forth in this instrument. Grantor's uses may include but shall not be limited to using the Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways across the Easement Property which do not damage, destroy or alter the operation of the pipelines and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Property, provided that all of Grantee's required and applicable spacing requirements, including depth separation limits and other protective requirements, are met by Grantor. The use of the Property by Grantor and Grantee shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Property. Grantor must notify Grantee in writing a minimum of 48 hours during normal business hours and 72 hours on weekends before streets, roadways, utilities or other encroachments are installed on the Easement Property. To the extent Grantor owns such rights, Grantor shall retain any and all oil, gas, and other minerals in, on and under the Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for

the production or development of minerals on the Easement Property, but Grantor will be permitted to extract the oil and other minerals from and under the Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easement Property for the purposes described herein.

13. **Release.** Grantee hereby releases, discharges, acquits and agrees to hold Grantor, its successors and assigns, harmless from all claims, demands and causes of action which may be asserted or filed against Grantor or Grantee, now or in the future, for damages to third persons, including damages to property or personal injury, including death, in relation to the construction or operation of the pipeline or any other activities undertaken by Grantee in connection with this Easement.

14. **Restrictions.** Grantor agrees not to use the Easement Property if such use may damage, destroy, injure, and/or interfere with Grantee's use thereof for the purposes described herein. Grantor agrees not to conduct any of the following activities within the Easement Property without the written permission of Grantee: (a) construct any above- or below-ground, temporary or permanent, obstruction, building, improvement or other structure ("Structures"), other than streets, roads, or parking areas; (b) authorize the use of any street, road or parking area within the Easement Property for trailers, campers or any other use associated with temporary or permanent habitation; (c) drill or operate any well; (d) remove soil or change the grade or slope; (e) impound surface water or build or allow to be built a lake, pond or reservoir; or (f) plant trees or landscaping within the Permanent Easement. In the event the terms of this paragraph are violated, Grantee shall provide written notice to Grantor of the purported violation and Grantor shall take appropriate action to abate the violation as soon as practicable.

15. **Maintaining a Clear Right of Way.** Grantee will maintain the pipelines, facilities and structures that it installs on the Easement Property. Grantee has the right from time to time to trim trees, undergrowth, shrubbery, brush or other obstruction, to the extent, Grantee, its successors and assigns, deem necessary to prevent possible interference with the construction, operation, maintenance or removal of the pipelines and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easement Property which may injure persons or endanger or interfere with the efficiency, safety, or convenient operation of the pipelines and appurtenant facilities.

16. **Miscellaneous.** The provisions of this instrument, including all agreements, covenants, privileges, benefits and burdens, shall run with the land and shall extend to and be binding on Grantor and Grantee and their respective heirs, legal representatives, successors and assigns. The easements, privileges and rights granted herein are divisible and are assignable or transferable by Grantor or Grantee, in whole or in part, to one or more assignees at any time. The undersigned warrant that they are authorized to execute this instrument on behalf of the parties to this instrument. This instrument covers all agreements between Grantor and Grantee, and no representations or statements, oral or written, have been made changing the terms of this instrument.

EXECUTED this _____ day of August, 2016.

GRANTOR

The City of Coffeyville, a Kansas municipal corporation

By: _____
Mayor

STATE OF KANSAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this _____ day of August 2016, by _____, as Mayor of the City of Coffeyville, Kansas.

_____
NOTARY PUBLIC

GRANTEE

Magellan Pipeline Company, L.P.
By its General Partner Magellan Pipeline, GP LLC

Approved as to form JPN Legal Dept.

By: Michael Pearson

Michael Pearson, Vice President, Technical Services

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

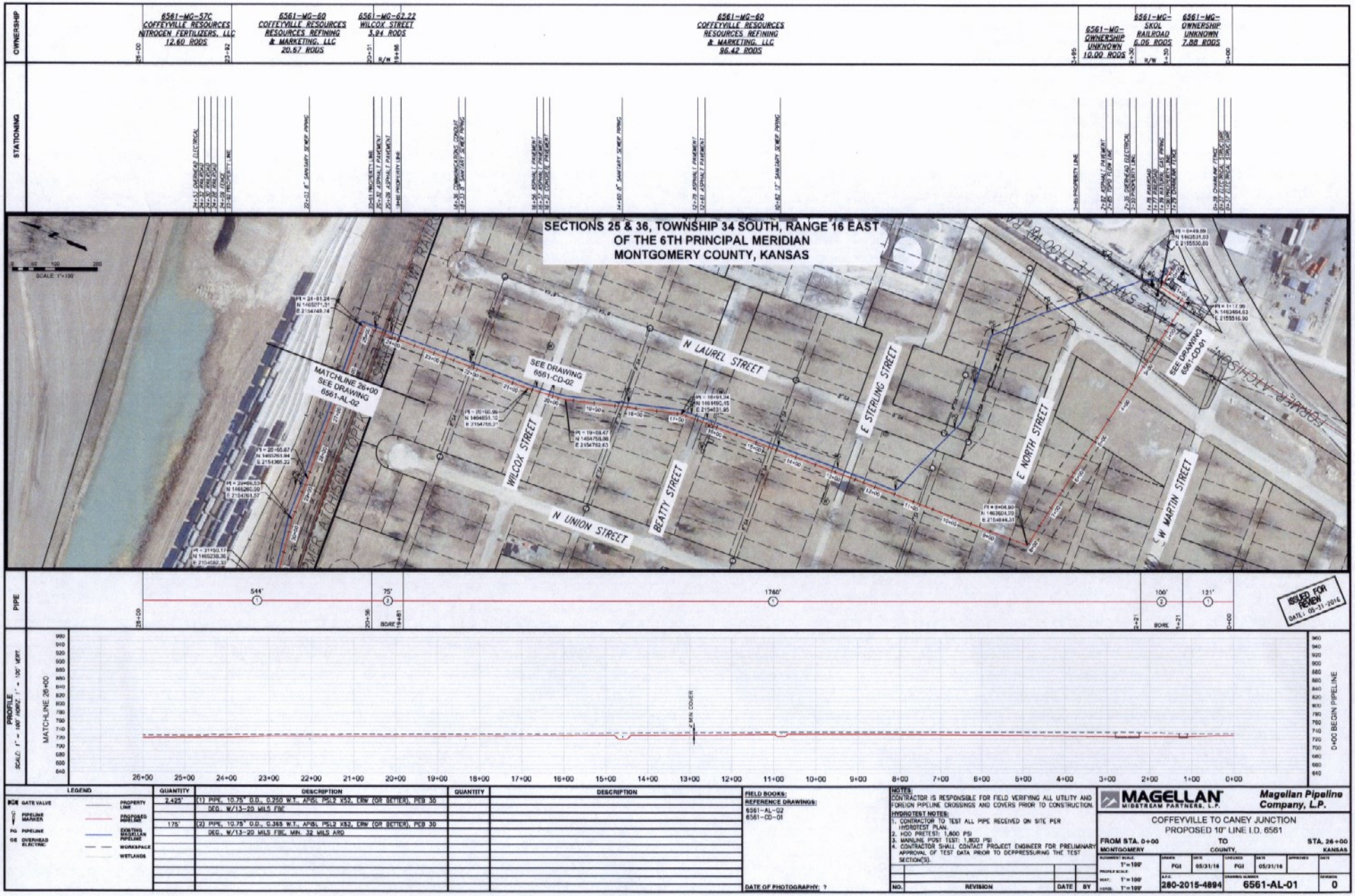
The foregoing instrument was acknowledged before me this 15 day of AUGUST 2016, by Michael Pearson, as Vice President, Technical Services, of Magellan Pipeline GP, LLC, the General Partner of Magellan Pipeline Company, L.P..

Sharon E. Crutchfield
NOTARY PUBLIC

NOTARY SEAL PUBLIC
SHARON E. CRUTCHFIELD
Notary Public
State of Oklahoma
Commission # 14004764 Expires 05/28/18

SHARON E. CRUTCHFIELD

Exhibit A


OWNERSHIP
6561-MG-57C COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC 12.60 RODS
6561-MG-60 COFFEYVILLE RESOURCES RESOURCES REFINING & MARKETING, LLC 20.67 RODS
6561-MG-62.22 WILCOX STREET 3.24 RODS
6561-MG-60 COFFEYVILLE RESOURCES RESOURCES REFINING & MARKETING, LLC 96.42 RODS
6561-MG-OWNERSHIP UNKNOWN 10.00 RODS
6561-MG-SKOL RAILROAD 6.06 RODS
6561-MG-OWNERSHIP UNKNOWN 7.88 RODS
STATIONING
SECTIONS 25 & 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST
OF THE 6TH PRINCIPAL MERIDIAN
MONTGOMERY COUNTY, KANSAS
SCALE 1"=100'
MATCHLINE 26+00 SEE DRAWING 6561-AL-02
SEE DRAWING 6561-CD-02
SEE DRAWING 6561-CD-01
N LAUREL STREET
WILCOX STREET
BEATTY STREET
N UNION STREET
E STERLING STREET
E NORTH STREET
W MARTIN STREET
PIPE
544'
75'
1780'
100'
121'
BORE
ISSUED FOR REVIEW DATE: 05-31-2016
PROFILE SCALE: 1" = 100' HORIZ, 1" = 100' VERT.
MATCHLINE 26+00
0+00 BEGIN PIPELINE
LEGEND
GATE VALVE
PIPELINE MARKER
PIPELINE
OVERHEAD ELECTRIC
PROPERTY LINE
PROPOSED PIPELINE
EXISTING MAGELLAN PIPELINE
WORKSPACE
WETLANDS
QUANTITY
DESCRIPTION
2,425' (1) PIPE, 10.75" O.D., 0.250 W.T., APISL PSL2 X52, ERW (OR BETTER), PCB 30 DEG. W/13-20 MILS FBE
175' (2) PIPE, 10.75" O.D., 0.365 W.T., APISL PSL2 X52, ERW (OR BETTER), PCB 30 DEG. W/13-20 MILS FBE, MIN. 32 MILS ARO
FIELD BOOKS:
REFERENCE DRAWINGS:
6561-AL-02
6561-CD-01
DATE OF PHOTOGRAPHY: ?
NOTES:
CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY AND FOREIGN PIPELINE CROSSINGS AND COVERS PRIOR TO CONSTRUCTION.
HYDROTEST NOTES:
1. CONTRACTOR TO TEST ALL PIPE RECEIVED ON SITE PER HYDROTEST PLAN.
2. HOO PRETEST: 1,800 PSI
3. MAINLINE POST TEST: 1,800 PSI
4. CONTRACTOR SHALL CONTACT PROJECT ENGINEER FOR PRELIMINARY APPROVAL OF TEST DATA PRIOR TO DEPRESSURING THE TEST SECTION(S).
NO. REVISION DATE BY
MAGELLAN MIDSTREAM PARTNERS, L.P.
Magellan Pipeline Company, L.P.
COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561
FROM STA. 0+00 TO STA. 26+00
MONTGOMERY COUNTY, KANSAS
ALIGNMENT SCALE 1"=100'
PROFILE SCALE
HORIZ. 1"=100'
VERT. 1"=100'
DRAWN FGI 05/31/16
CHECKED FGI 05/31/16
A.F.E. 280-2015-4894
DRAWING NUMBER 6561-AL-01
REVISION 0

OWNERSHIP

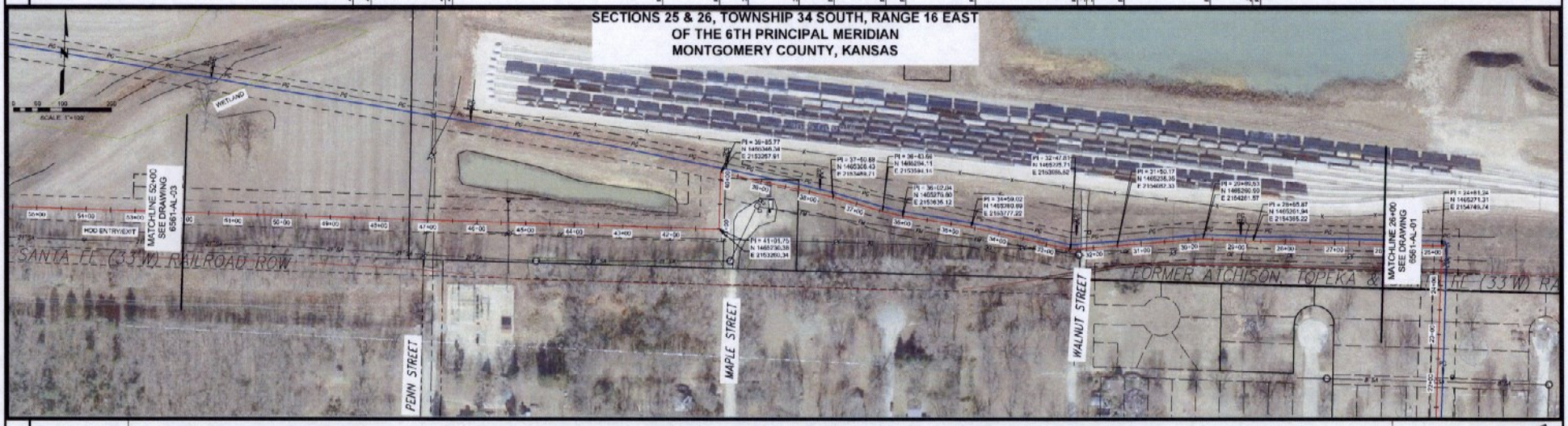
6561-MG-50.10
MULLER CONSTRUCTION INC
28.18 RODS

6561-MG-57C
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC
49.15 RODS

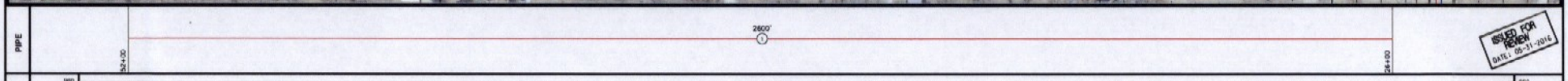
6561-MG-59C
THE CITY OF COFFEYVILLE, KANSAS
6.30 RODS

6561-MG-57C
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC
74.12 RODS

STATIONING

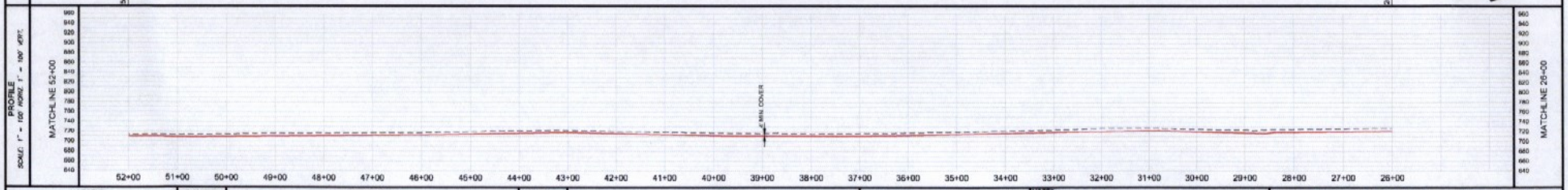


PIPE



ISSUED FOR REVIEW
DATE: 05-31-2016

PROFILE
SCALE: 1" = 100' HORIZ. 1" = 100' VERT.



LEGEND	
GATE VALVE	PROPERTY LINE
PIPELINE MARKER	PROPOSED PIPELINE
PIPELINE	EXISTING MAGELLAN PIPELINE
OVERHEAD ELECTRIC	WORKSPACE
	WETLANDS

QUANTITY	DESCRIPTION
2,600'	(1) PIPE, 10.75" O.D., 0.250 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 30 DEG., W/13-20 MILS FBE
0'	(2) PIPE, 10.75" O.D., 0.365 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 30 DEG., W/13-20 MILS FBE, MIN. 32 MILS ARO

QUANTITY	DESCRIPTION

FIELD BOOKS:
REFERENCE DRAWINGS:
6561-AL-01
6561-AL-03

DATE OF PHOTOGRAPHY: ?

NOTES:
CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY AND FOREIGN PIPELINE CROSSINGS AND COVERS PRIOR TO CONSTRUCTION.

HYDROTEST NOTES:
1. CONTRACTOR TO TEST ALL PIPE RECEIVED ON SITE PER HYDROTEST PLAN.
2. HOD PRETEST: 1,800 PSI
3. MAINLINE POST TEST: 1,800 PSI
4. CONTRACTOR SHALL CONTACT PROJECT ENGINEER FOR PRELIMINARY APPROVAL OF TEST DATA PRIOR TO DEPRESSURING THE TEST SECTION(S).

NO.	REVISION	DATE	BY

MAGELLAN MIDSTREAM PARTNERS, L.P.

Magellan Pipeline Company, L.P.

COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561

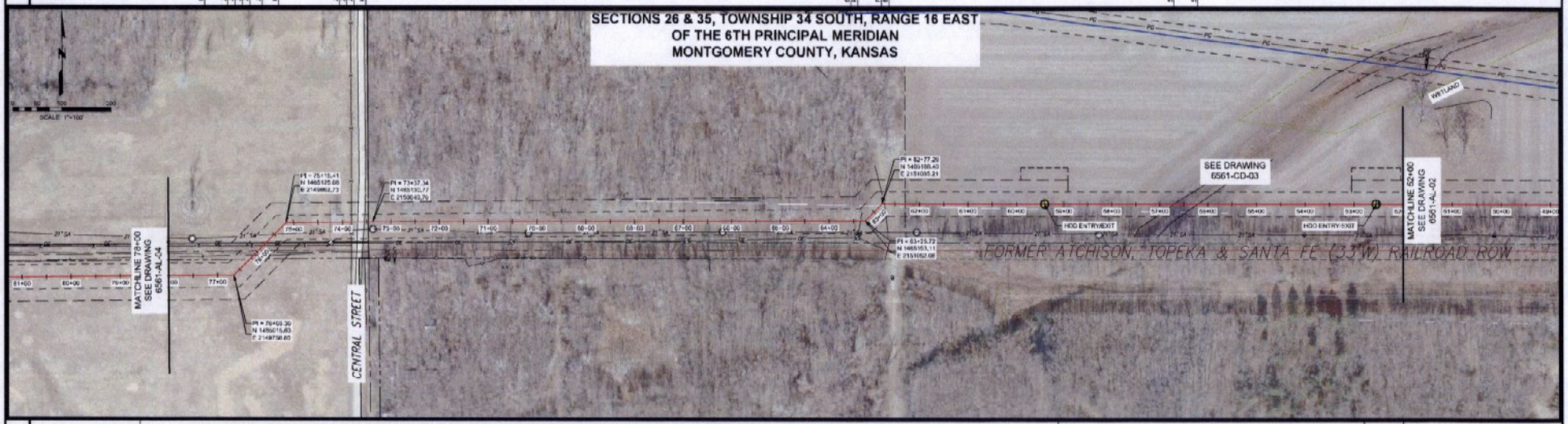
FROM STA. 26+00 TO STA. 52+00
MONTGOMERY COUNTY, KANSAS

ALIGNMENT SCALE	DRAWN	DATE	CHECKED	DATE	APPROVED	DATE
1" = 100'	FGI	05/31/16	FGI	05/31/16		
PROFILE SCALE: VERT. 1" = 100' HORIZ. 1" = 100'	A.F.E. 280-2015-4894		DRAWING NUMBER 6561-AL-02			REVISION 0

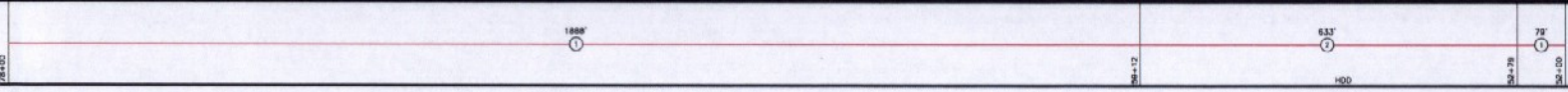
OWNERS/HP

6561-MG-50.10
MULLER CONSTRUCTION INC
157.38 RODS

STATIONING

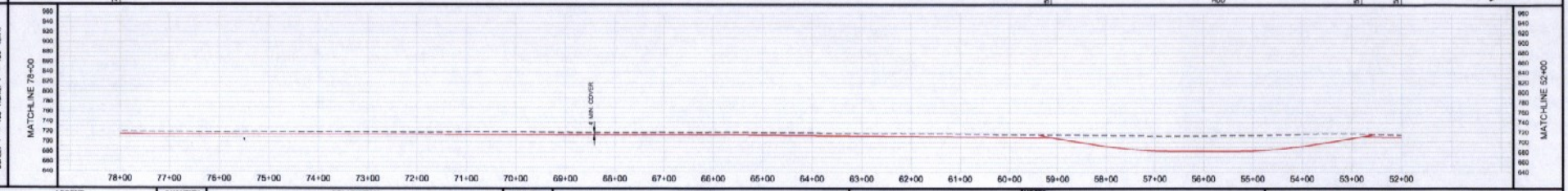


PIPE



ISSUED FOR REVIEW
DATE: 05-31-2016

PROFILE
SCALE: 1" = 100' HORIZ. 1" = 100' VERT.



LEGEND	
GATE VALVE	PROPERTY LINE
PIPELINE MARKER	PROPOSED PIPELINE
PIPELINE	EXISTING MAGELLAN PIPELINE
OVERHEAD ELECTRIC	WORKSPACE
	WETLANDS

QUANTITY	DESCRIPTION
1,967'	(1) PIPE, 10.75" O.D., 0.250 W.T., API5L PSL2 X52, ERW (OR BETTER), PEB 30 DEG., W/13-20 MILS FBE
633'	(3) PIPE, 10.75" O.D., 0.365 W.T., API5L PSL2 X52, ERW (OR BETTER), PEB 30 DEG., W/13-20 MILS FBE, MIN. 32 MILS ARO

QUANTITY	DESCRIPTION

FIELD BOOKS:
REFERENCE DRAWINGS:
6561-AL-02
6561-AL-04
6561-CD-03

DATE OF PHOTOGRAPHY: ?

NOTES:
CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY AND FOREIGN PIPELINE CROSSINGS AND COVERS PRIOR TO CONSTRUCTION.

HYDROTEST NOTES:
1. CONTRACTOR TO TEST ALL PIPE RECEIVED ON SITE PER HYDROTEST PLAN.
2. HDD PRETEST: 1,800 PSI
3. MAINLINE POST TEST: 1,800 PSI
4. CONTRACTOR SHALL CONTACT PROJECT ENGINEER FOR PRELIMINARY APPROVAL OF TEST DATA PRIOR TO DEPRESSURING THE TEST SECTION(S).

NO.	REVISION	DATE	BY

MAGELLAN MIDSTREAM PARTNERS, L.P.

Magellan Pipeline Company, L.P.

COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561

FROM STA. 52+00 TO STA. 78+00
MONTGOMERY COUNTY, KANSAS

ALIGNMENT SCALE	DRAWN	DATE	CHECKED	DATE	APPROVED	DATE
1"=100'	FGI	05/31/16	FGI	05/31/16		
PROFILE SCALE HORIZ. 1"=100' VERT. 1"=100'	A.F.E. 280-2015-4894		DRAWING NUMBER 6561-AL-03			REVISION 0

OWNERSHIP

6561-MG-50.02
DARREN M & CASSANDRA L ALEXANDER
19.88 RODS

6561-MG-18
ATCHISON TOPEKA SANTA FE RAILWAY CO
2.30 RODS

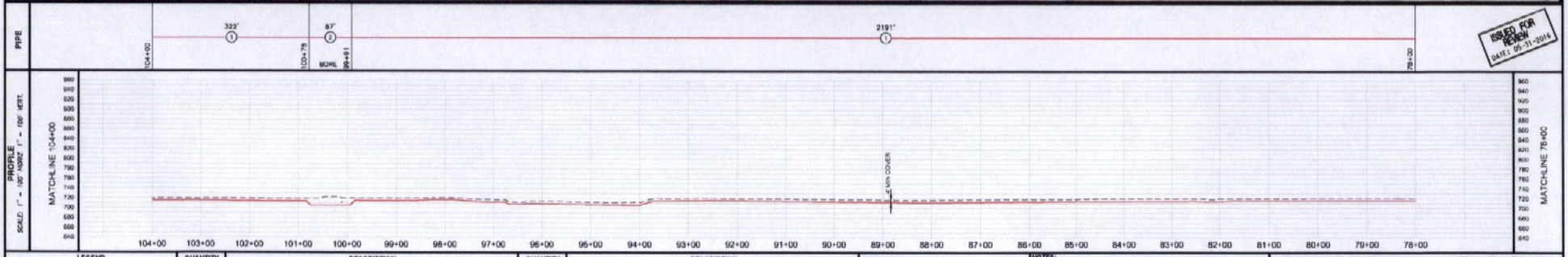
6561-MG-18
ATCHISON TOPEKA SANTA FE RAILWAY CO
37.33 RODS

6561-MG-50.09
LIMESTONE RANCH LLC
43.09 RODS

6561-MG-50.10
MULLER CONSTRUCTION INC
54.97 RODS

STATIONING

PIPE



ISSUED FOR REVIEW
DATE: 05-31-2016

LEGEND	QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
GATE VALVE; PIPELINE MARKER; PIPELINE; OVERHEAD ELECTRIC; PROPERTY LINE; PROPOSED PIPELINE; EXISTING MAGELLAN PIPELINE; WORKSPACE; WETLANDS	2,313'	(1) PIPE, 10.75" O.D., 0.250 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 30 DEG. W/13-20 MILS FBE		
	87'	(2) PIPE, 10.75" O.D., 0.365 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 30 DEG., W/13-20 MILS FBE, MIN. 32 MILS ARO		

FIELD BOOKS:
REFERENCE DRAWINGS:
6561-AL-03
6561-AL-05
6561-CD-04

DATE OF PHOTOGRAPHY: ?

NOTES:
CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY AND FOREIGN PIPELINE CROSSINGS AND COVERS PRIOR TO CONSTRUCTION.

HYDROTEST NOTES:
1. CONTRACTOR TO TEST ALL PIPE RECEIVED ON SITE PER HYDROTEST PLAN.
2. HOD PRETEST: 1,800 PSI
3. MAINLINE POST TEST: 1,800 PSI
4. CONTRACTOR SHALL CONTACT PROJECT ENGINEER FOR PRELIMINARY APPROVAL OF TEST DATA PRIOR TO DEPRESSURING THE TEST SECTION(S).

NO.	REVISION	DATE	BY

MAGELLAN MIDSTREAM PARTNERS, L.P.

Magellan Pipeline Company, L.P.

COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561

FROM STA. 78+00 TO STA. 104+00
MONTGOMERY COUNTY KANSAS

PLACEMENT SCALE	DRAWN	DATE	CHECKED	DATE	APPROVED	DATE
1"=100'	FGI	05/31/16	FGI	05/31/16		

PROFILE SCALE: VERT. 1"=100' HORIZ. 1"=100'

A.F.E.	DRAWING NUMBER	REVISION
280-2015-4894	6561-AL-04	0

OWNERSHIP

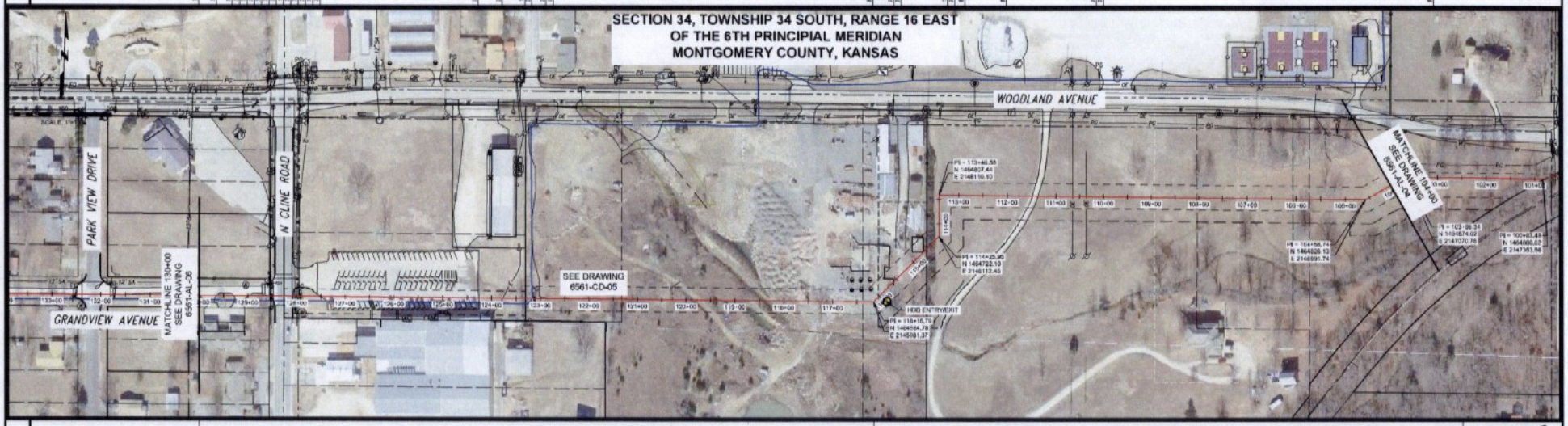
6561-MG-46
GRANDVIEW AVENUE
10.55 RODS

6561-MG-47
STEVEN J CORNELL
30.00 RODS

6561-MG-48
JAMES CLINTON TAYLOR SR &
MARY ELLEN TAYLOR
52.73 RODS

6561-MG-50.02
DARREN M & CASSANDRA L ALEXANDER
64.30 RODS

STATIONING



PIPE

1384' (2) — BORE — 1216' (1)

ISSUED FOR REVIEW
DATE: 05-31-2016

PROFILE
SCALE: 1" = 100' HORIZ. 1" = 100' VERT.

MATCHLINE 130+00 — MATCHLINE 104+00

LEGEND	
GATE VALVE	PROPERTY LINE
PIPELINE MARKER	PROPOSED PIPELINE
PG PIPELINE	EXISTING MAGELLAN PIPELINE
OE OVERHEAD ELECTRIC	WORKSPACE
	WETLANDS

QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
1,216'	(1) PIPE, 10.75" O.D., 0.250 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 30 DEG. W/13-20 MILS FBE		
1,384'	(2) PIPE, 10.75" O.D., 0.365 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 30 DEG. W/13-20 MILS FBE, MIN. 32 MILS ARO		

FIELD BOOKS:
REFERENCE DRAWINGS:
6561-AL-06
6561-AL-07
6561-CD-05

DATE OF PHOTOGRAPHY: ?

NOTES:
CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY AND FOREIGN PIPELINE CROSSINGS AND COVERS PRIOR TO CONSTRUCTION.

HYDROTEST NOTES:
1. CONTRACTOR TO TEST ALL PIPE RECEIVED ON SITE PER HYDROTEST PLAN.
2. HDD PRETEST: 1,800 PSI
3. MAINLINE POST TEST: 1,800 PSI
4. CONTRACTOR SHALL CONTACT PROJECT ENGINEER FOR PRELIMINARY APPROVAL OF TEST DATA PRIOR TO DEPRESSURING THE TEST SECTION(S).

NO.	REVISION	DATE	BY

MAGELLAN MIDSTREAM PARTNERS, L.P.

Magellan Pipeline Company, L.P.

COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561

FROM STA. 104+00 TO STA. 130+00
MONTGOMERY COUNTY, KANSAS

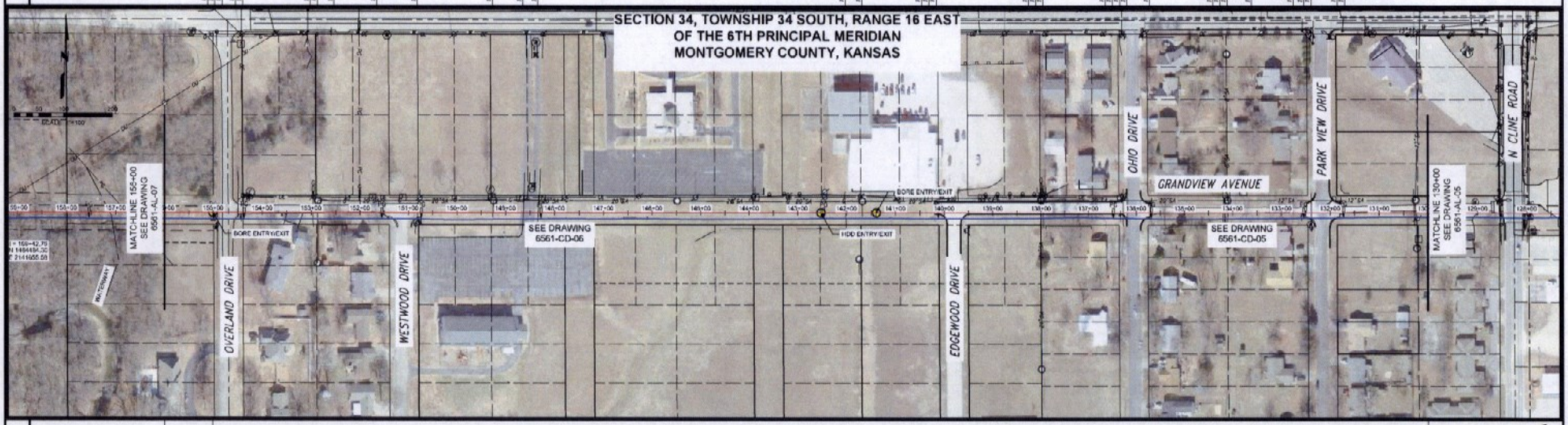
ALIGNMENT SCALE	DRAWN	DATE	CHECKED	DATE	APPROVED	DATE
1" = 100'	FGI	05/31/16	FGI	05/31/16		
PROFILE SCALE: HORIZ. 1" = 100' VERT. 1" = 100' HORIZ. 1" = 100'	P.O. 280-2015-4894		DRAWING NUMBER 6561-AL-05			REVISION 0

OWNERSHIP

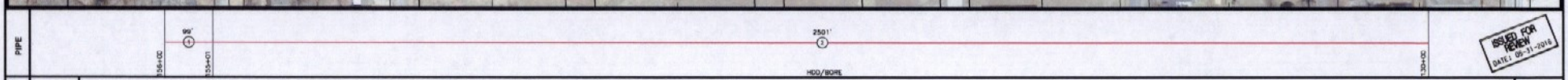
6561-MG-46
GRANDVIEW AVENUE
157.58 RODS

R/W

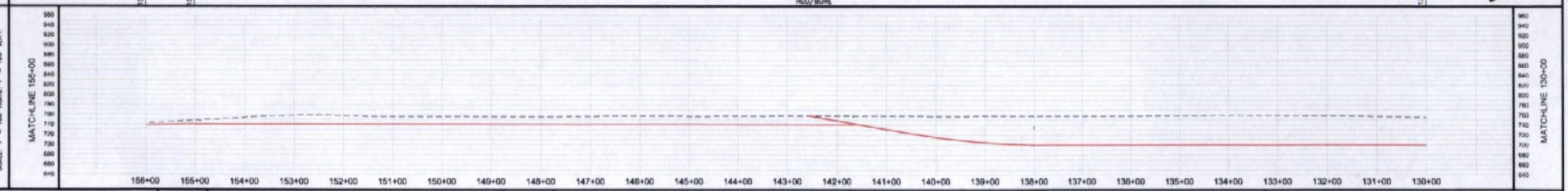
STATIONING



PIPE



PROFILE
SCALE: 1" = 100' HORIZ. 1" = 100' VERT.



LEGEND

- GATE VALVE
- PIPELINE MARKER
- PIPELINE
- OVERHEAD ELECTRIC
- PROPERTY LINE
- PROPOSED PIPELINE
- EXISTING MAGELLAN PIPELINE
- WORKSPACE
- WETLANDS

QUANTITY	DESCRIPTION
2,501'	(1) PIPE, 10.75" O.D., 0.250 W.T., API5L PSL2 X52, ERW (OR BETTER), PEB 30 DEG. W/13-20 MILS FBE
99'	(2) PIPE, 10.75" O.D., 0.365 W.T., API5L PSL2 X52, ERW (OR BETTER), PEB 30 DEG. W/13-20 MILS FBE, MIN. 32 MILS ARO

QUANTITY	DESCRIPTION

FIELD BOOKS:
REFERENCE DRAWINGS:
6561-AL-05
6561-AL-07
6561-CD-05
6561-CD-06

DATE OF PHOTOGRAPHY: ?

NOTES:
CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY AND FOREIGN PIPELINE CROSSINGS AND COVERS PRIOR TO CONSTRUCTION.

HYDROTEST NOTES:
1. CONTRACTOR TO TEST ALL PIPE RECEIVED ON SITE PER HYDROTEST PLAN.
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3. MAINLINE POST TEST: 1,800 PSI
4. CONTRACTOR SHALL CONTACT PROJECT ENGINEER FOR PRELIMINARY APPROVAL OF TEST DATA PRIOR TO DEPRESSURING THE TEST SECTION(S).

NO.	REVISION	DATE	BY

MAGELLAN MIDSTREAM PARTNERS, L.P.

Magellan Pipeline Company, L.P.

COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561

FROM STA. 130+00 TO STA. 156+00
MONTGOMERY COUNTY KANSAS

ALIGNMENT SCALE	DRAWN	DATE	CHECKED	DATE	APPROVED	DATE
1"=100'	FGI	05/31/16	FGI	05/31/16		
PROFILE SCALE						
HORZ. 1"=100'	A.F.E.		DRAWING NUMBER			REVISION
VERT. 1"=100'	280-2015-4894		6561-AL-06			0

OWNERSHIP

6561-MG-36
FLYNN E & SHIRLEY A ISBELL
61.27 RODS

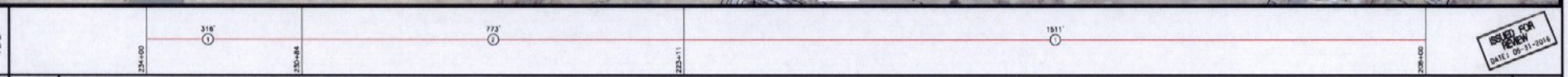
6561-MG-37
JAMES R & KRISTEN HORNER
AND JAMES B HORNER AND
MARILYN HORNER
42.91 RODS

6561-MG-38
CITY OF PRATT
21.09 RODS

6561-MG-39
LOWELL J & DONNA B MILLER
32.30 RODS

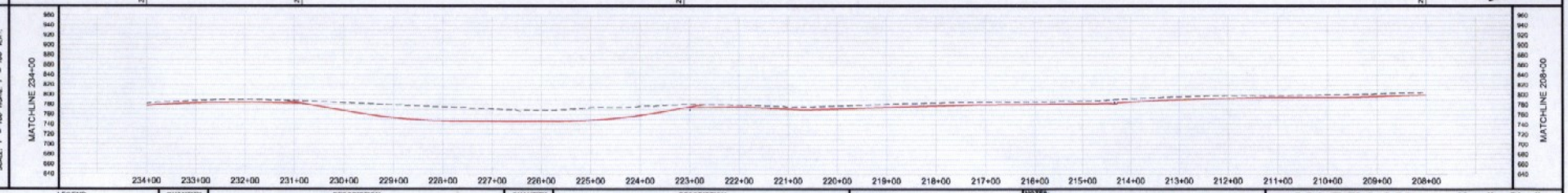
STATIONING

PIPE



ISSUED FOR REVIEW
DATE: 05-31-2016

PROFILE
SCALE: 1" = 100' HORZ, 1" = 100' VERT.



LEGEND	
GATE VALVE	PROPERTY LINE
PIPELINE MARKER	PROTOTYPED PIPELINE
PIPELINE	EXISTING MAGELLAN PIPELINE
OVERHEAD ELECTRIC	WORKSPACE
	WETLANDS

QUANTITY	DESCRIPTION
1,827'	(1) PIPE, 10.75" O.D., 0.250 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 36 DEG., W/13-20 MILS FBE
773'	(2) PIPE, 10.75" O.D., 0.365 W.T., APISL PSL2 X52, ERW (OR BETTER), PEB 36 DEG., W/13-20 MILS FBE, MIN. 32 MILS ARO

QUANTITY	DESCRIPTION

FIELD BOOKS:
REFERENCE DRAWINGS:
6561-AL-08
6561-AL-10
6561-CD-08
6561-CD-09

DATE OF PHOTOGRAPHY: ?

NOTES:
CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY AND FOREIGN PIPELINE CROSSINGS AND COVERS PRIOR TO CONSTRUCTION.

HYDROTEST NOTES:
1. CONTRACTOR TO TEST ALL PIPE RECEIVED ON SITE PER HYDROTEST PLAN.
2. HDD PRETEST: 1,800 PSI
3. MAINLINE POST TEST: 1,800 PSI
4. CONTRACTOR SHALL CONTACT PROJECT ENGINEER FOR PRELIMINARY APPROVAL OF TEST DATA PRIOR TO DEPRESSURING THE TEST SECTION(S).

NO.	REVISION	DATE	BY

MAGELLAN MIDSTREAM PARTNERS, L.P.

Magellan Pipeline Company, L.P.

COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561

FROM STA. 208+00 TO STA. 234+00
MONTGOMERY COUNTY, KANSAS

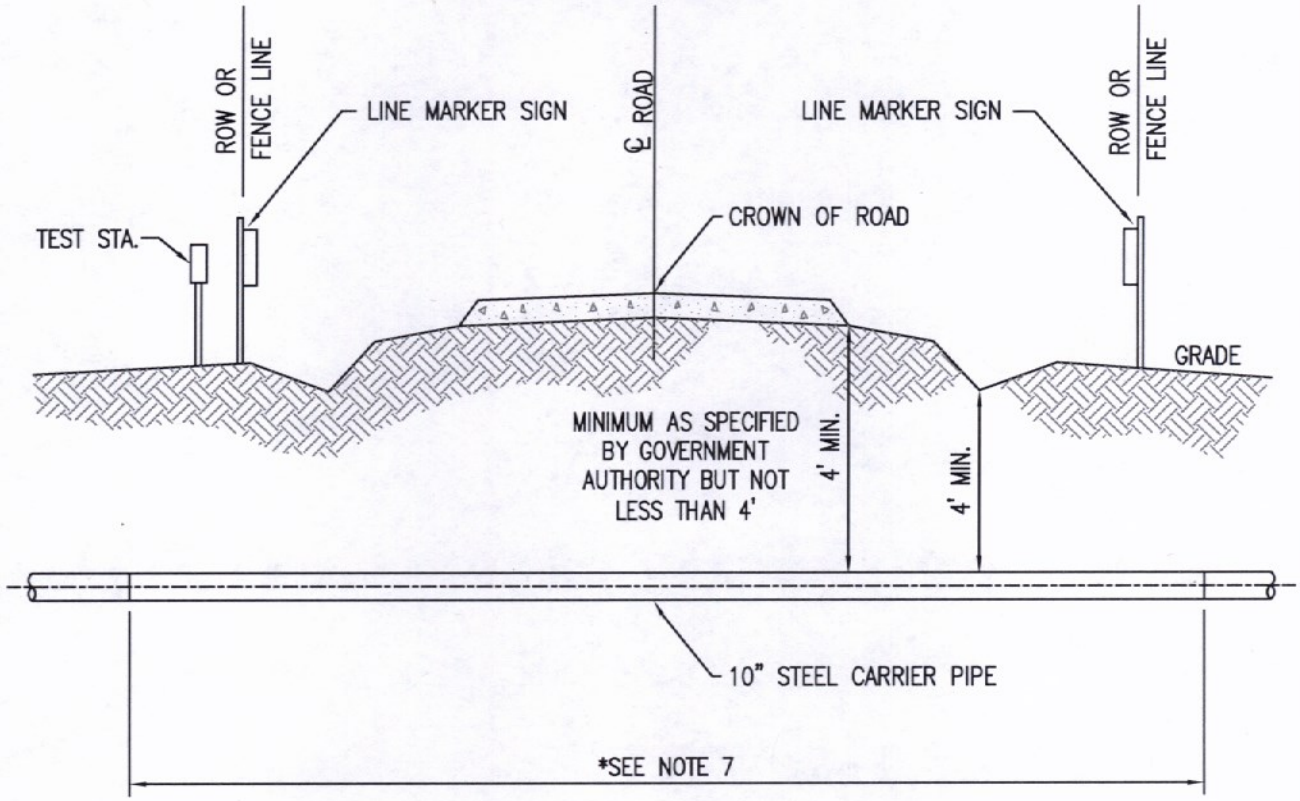
ALIGNMENT SCALE: 1"=100'	DRAWN FGI	DATE 05/31/16	CHECKED FGI	DATE 05/31/16	APPROVED	DATE	
PROFILE SCALE: HORZ. 1"=100' VERT. 1"=100'	A.F.E. 280-2015-4894		DRAWING NUMBER 6561-AL-09				REVISION 0

Exhibit B

City of Coffeyville Easement Crossings

Tract Number	Feature Type	ROW Width	Length of Crossing	Pipeline Stationing	Section, Township, Range	Crossing Method	Exhibit	Alignment Sheet
6561-MG-38	Asbury Dr.	Unknown	60'	216+37	S33, T34S, R16E	Bore	6561-CD-08	6561-AL-09
6561-MG-46	N. Overland Dr. *	60'	2,945'	154+69	S33 & 34, T34S, R16E	HDD	6561-CD-06	6561-AL-06
6561-MG-46	Westwood Dr. *	60'		151+00	S34, T34s, R16E			
6561-MG-46	Edgewood Dr. *	60'		139+80	S34, T34s, R16E	HDD	6561-CD-05, 6561-CD-05A	6561-AL-05, 6561-AL-06
6561-MG-46	Ohio Dr. *	60'		136+00	S34, T34s, R16E			
6561-MG-46	N. Parkview St. *	60'		132+15	S34, T34s, R16E			
6561-MG-46	Grandview Ave *	60'		129+14	S34, T34S, R16E	HDD	6561-CD-05, 6561-CD-06	6561-AL-05, 6561-AL-06
6561-MG-46	N. Cline Rd *	60'	60'	128+25	S34, T34s, R16E	HDD	6561-CD-05	6561-AL-05
6561-MG-50.02	N. Buckeye St	60'	69'	100+50	S34 & 35, T34S, R16E	Bore	6561-CD-04	6561-AL-04
6561-MG-50.10 - 6561-MG-50.11	33' Easement	33'	33'	84+50	S35, T34S, R16E	Cut	A	6561-AL-04
6561-50.10	20' Sanitary Sewer Easement	20'	20'	75+50	S35, T34S, R16E	Cut	A	6561-AL-03
6561-MG-59	Lift Station	N/A	105'	39+00	S36, T34S, R16E	Cut	A	6561-AL-02
6561-MG-62	Alley (Hills First Addtion Block 2)	20'	20'	22+00	S36, T34S, R16E	Cut	A	6561-AL-01
6561-MG-62	Wilcox	60'	65'	20+00	S36, T34S, R16E	Bore	6561-CD-02	
6561-MG-62	Alley (River View Place Block 5)	20'	20'	18+31	S36, T34S, R16E	Cut	A	
6561-MG-62	Beatty St.	70'	70'	16+43	S36, T34S, R16E	Cut	A	
6561-MG-62	Alley (River View Place Block 8)	20'	20'	14+58	S36, T34S, R16E	Cut	A	
6561-MG-62	E Sterling Street	80'	80'	12+68	S36, T34S, R16E	Cut	A	
6561-MG-62	Alley (River View Place Block 11 & Sterling Addition Block 4)	20'	20'	10+70	S36, T34S, R16E	Cut	A	
6561-MG-62	E. North St.	80'	80'	9+00	S36, T34S, R16E	Cut	A	
6561MG-62	Sparks St.	80'	80'	3+00	S36, T34S, R16E	Cut	A	

* The Alignment parallels Grandview Ave., inside the right-of-way. The Alignment will cross under N. Overlook Dr., Westwood Dr., Edgewood Dr., Ohio Dr., N. Parkview St., and N. Cline Road



TYPICAL UNCASED OPEN CUT ROAD CROSSING

NOTES:

1. THE TYPE AND LENGTH OF PIPE CROSSING PUBLIC ROADS WILL BE SPECIFIED ON ALIGNMENT SHEETS. NO VERTICAL BENDS WITHIN THESE LIMITS.
2. THIS TYPE OF CROSSING WILL BE MADE AT ALL PUBLIC AND PRIVATE ROADS WHERE CASING IS NOT REQUIRED.
3. INSTALLATION SHALL BE IN ACCORDANCE WITH APPLICABLE PERMIT.
4. PROMPTLY BACKFILL TRENCH IN PROPER MANNER SO AS TO LEAVE NO HOLES OR OBSTRUCTIONS AND PROVIDE PROPER DRAINAGE.
5. CARRIER PIPE IS TO BE COATED WITH APPROVED EXTERNAL PROTECTIVE COATING.
6. PIPELINE MARKER & TEST STATIONS ON ROW LINE NEXT TO FENCE IF POSSIBLE.
7. CROSSING SHALL BE INSTALLED BY OPEN CUTTING.
8. CROSSING TO BE AS NEAR TO 90° TO THE CENTERLINE OF ROADWAY AS PRACTICAL.

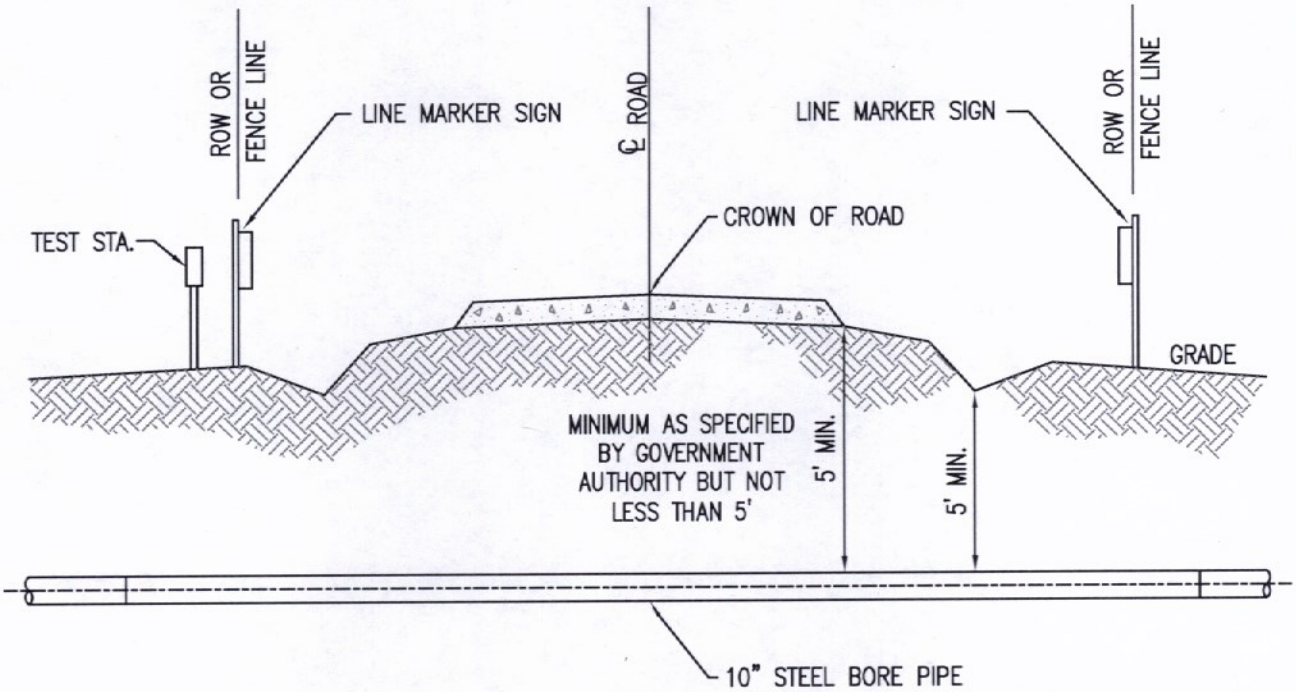
Farnsworth GROUP
20 ALLEN AVENUE, SUITE 200
ST LOUIS, MISSOURI 63119
(314) 962-7900 / info@f-w.com

MAGELLAN MIDSTREAM PARTNERS, L.P.
COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561
TYPICAL UNCASED OPEN CUT ROAD CROSSING
MONTGOMERY COUNTY, KANSAS

Project No:	280-2015-4894
Book No:	
Drawn by:	FGI
Reviewed:	RSE
Date:	03/24/16

EXHIBIT "A"

msprinkle | \\FG-STL-FP1\projects\Pipeline_MAGELLAN\2014\0140729.00 - Coffeyville To Caney Jct 10-12in\dwg\ROAD XING.dwg | 3/29/2016 7:31 AM |



TYPICAL UNCASED ROAD BORE

NOTES:

1. THE TYPE AND LENGTH OF PIPE CROSSING PUBLIC ROADS WILL BE SPECIFIED ON ALIGNMENT SHEETS. NO VERTICAL BENDS WITHIN THESE LIMITS.
2. THIS TYPE OF CROSSING WILL BE MADE AT ALL PUBLIC AND PRIVATE ROADS WHERE CASING IS NOT REQUIRED.
3. INSTALLATION SHALL BE IN ACCORDANCE WITH APPLICABLE PERMIT.
4. CARRIER PIPE IS TO BE COATED WITH APPROVED EXTERNAL PROTECTIVE COATING.
5. PIPELINE MARKER & TEST STATIONS ON ROW LINE NEXT TO FENCE IF POSSIBLE.
6. CROSSING SHALL BE INSTALLED BY BORE.
7. CROSSING TO BE AS NEAR TO 90° TO THE CENTERLINE OF ROADWAY AS PRACTICAL.

Farnsworth GROUP
20 ALLEN AVENUE, SUITE 200
ST LOUIS, MISSOURI 63119
(314) 962-7900 / info@f-w.com

MAGELLAN MIDSTREAM PARTNERS, L.P.
COFFEYVILLE TO CANEY JUNCTION
PROPOSED 10" LINE I.D. 6561
TYPICAL UNCASED ROAD BORE
MONTGOMERY COUNTY, KANSAS

Project No:	280-2105-4894
Book No:	
Drawn by:	FGI
Reviewed:	RSE
Date:	03/24/16

EXHIBIT "B"

msprinkle | \\FG-STL-FP1\projects\Pipeline_MAGELLAN\2014\0140729.00 - Coffeyville To Caney Jct 10-12in\dwg\ROAD XING.dwg | 3/29/2016 7:31 AM |