

13

AGREEMENT BETWEEN
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
AND
THOROUGHbred TECHNOLOGY AND TELECOMMUNICATIONS, LLC
FOR RELOCATION OF UTILITIES

THIS AGREEMENT, made and entered into this 10th day of September, A.D. 2008,
by and between THOROUGHbred TECHNOLOGY AND TELECOMMUNICATIONS, LLC (hereinafter
referred to as "COMPANY"), and LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, 6100
Southport Road, Portage, Indiana 46368 (hereinafter referred to as "COMMISSION").

NOT-TAXABLE

WITNESSETH:

NOV 12 2008

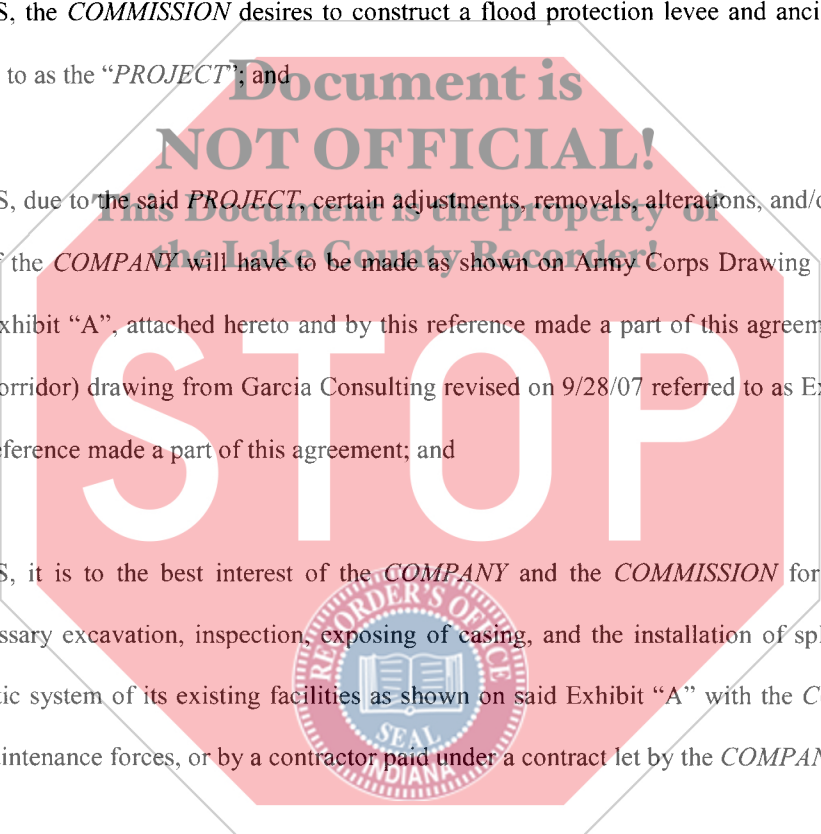
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

WHEREAS, the COMMISSION desires to construct a flood protection levee and ancillary improvements
(hereinafter referred to as the "PROJECT"); and

WHEREAS, due to the said PROJECT, certain adjustments, removals, alterations, and/or relocations of the
existing facilities of the COMPANY will have to be made as shown on Army Corps Drawing #C-60 (Phase 1 Utility
Corridor) marked Exhibit "A", attached hereto and by this reference made a part of this agreement; and, a detailed
(Phase 2 Pipeline Corridor) drawing from Garcia Consulting revised on 9/28/07 referred to as Exhibit "B", attached
hereto and by this reference made a part of this agreement; and

WHEREAS, it is to the best interest of the COMPANY and the COMMISSION for the COMPANY to
coordinate the necessary excavation, inspection, exposing of casing, and the installation of split steel casing pipe
around the fiber optic system of its existing facilities as shown on said Exhibit "A" with the COMPANY'S regular
construction and maintenance forces, or by a contractor paid under a contract let by the COMPANY; and

WHEREAS, the COMPANY requires assurances that it shall be reimbursed by the COMMISSION for One
Hundred Percent (100%) of all expense, loss, or damage, either caused or made necessary by the PROJECT,
whether it is incurred directly by the COMPANY or others on behalf of the COMPANY at the request of the



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COMPANY.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN RECITED, COMPANY AND COMMISSION DO HEREIN AGREE AS FOLLOWS:

Section I

The *COMPANY*, with its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours, or by a contractor or sub-contractor, will make the necessary excavation, inspection, test station installations, and the installation of compacted fill to Army Corps of Engineers specs, and/or relocation in its existing facilities as shown on said Exhibit "A". The estimated cost for the protection of the 10" PVC communications line located herein on the NORFOLK SOUTHERN RAILWAY COMPANY right-of-way, thereof is Eighteen Thousand Eight Hundred Dollars and No Cents (\$18,800.00), as shown on the email estimate attached hereto and dated March 11, 2008, marked Exhibit "C", which said Exhibit "C" is hereby made a part of this agreement.

Section II

COMPANY accounts and the accounts and records of any contractor or sub-contractor involved in carrying out the *PROJECT* shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the *COMMISSION* during reasonable business hours and upon advance written notice for a period of one year from the date final payment has been received by the *COMPANY*.

Should the accumulated costs of the work exceed by 15% the Exhibit "C" preliminary estimated cost, due to conditions not known or anticipated at the time of estimate preparation, and substantial change in the scope of work, method of installation, change in location, or other changes of similar nature has taken place, the *COMPANY* shall notify the *COMMISSION* of such fact and the reasons therefore as promptly as possible, and such changes, if of substantial cost or nature, shall be agreed to in writing by the *COMMISSION*.

The *COMPANY* will submit a final billing to the *COMMISSION*, upon completion of the project so that payment may be tendered. It is agreed that *COMPANY* shall be reimbursed for *PROJECT* work or *PROJECT* expense within sixty (60) days after receipt of billing by *COMMISSION*.

Section III

The *COMPANY* shall modify its facilities in accordance with the said plans, specifications, descriptions, and estimates as shown in Exhibit "C", and a certification to this effect shall be included in its bills for reimbursement for work performed.

Section IV

The *COMPANY* shall not start the work on the modifications covered by the agreement until written notice has been given by the *COMMISSION* that the work has been authorized or until a satisfactory starting date has been mutually agreed upon by both *COMMISSION* and the *COMPANY*.

Section V

The *COMMISSION* shall reimburse the *COMPANY* for any item of work or expense involved if performed at the written direction of the *COMMISSION*.

Section VI

The existing facilities are located on NORFOLK SOUTHERN RAILWAY COMPANY right-of-way and the *COMPANY* either has an easement thereon or a continuing right to maintain the facilities in that location. If such utilities are located on property other than NORFOLK SOUTHERN RAILWAY COMPANY right-of-way, the *COMPANY*, for and in consideration of the foregoing provision for payment, hereby subordinates the *COMPANY'S* rights herein to those of the *COMMISSION* or its assignee.

Section VII

The *COMPANY*, its contractor and sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Section VIII

The COMMISSION agrees that all portions of the PROJECT shall be constructed without risk to the COMPANY and shall thereafter be maintained and operated by the COMMISSION at the sole risk of the COMMISSION. The COMPANY shall not assume any liability or responsibility for loss or damage to the PROJECT, to any property or equipment of the COMMISSION, its agents or contractors, for any injury to or death of any agent, servant or employee of the COMMISSION or its contractors, or to any third person, arising out of or in any way connected with the construction, presence, maintenance, use or operation of the PROJECT, unless said damage, loss, injury or death is caused solely by the willful misconduct of the COMPANY.

The COMMISSION does hereby agree, to the extent permitted under state law, to indemnify and save harmless the COMPANY, its parent and any other corporation controlled by or under common control with the COMPANY, their officers, directors, agents and employees from and against all suits, actions or claims of any nature, or for any other or additional expense, arising out of or in any way connected with the construction, presence, maintenance, use or operation of the PROJECT, except where the damage, loss, injury or death is caused solely by the willful misconduct of the COMPANY.

The COMPANY accepts no responsibility for any environmental contamination created or exacerbated by the COMMISSION, its agents or the PROJECT. The COMMISSION shall be responsible for the cost of any investigation and/or remediation of environmental contamination created or exacerbated by the COMMISSION or its agents, by the PROJECT.

Any damage resulting from PROJECT activities to properties adjacent to the PROJECT site, in the vicinity of the PROJECT site, or along the routes of the construction equipment shall be the responsibility of the COMMISSION. The COMPANY shall be held harmless by the COMMISSION for any such claims of damage or for degradation of property, structures, valuation or injury.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this agreement to be executed in their respective names by and through their duly authorized officers, as of the day and year first above written.

THE UTILITY:

ATTEST:

THOROUGHbred TECHNOLOGY AND TELECOMMUNICATIONS, LLC

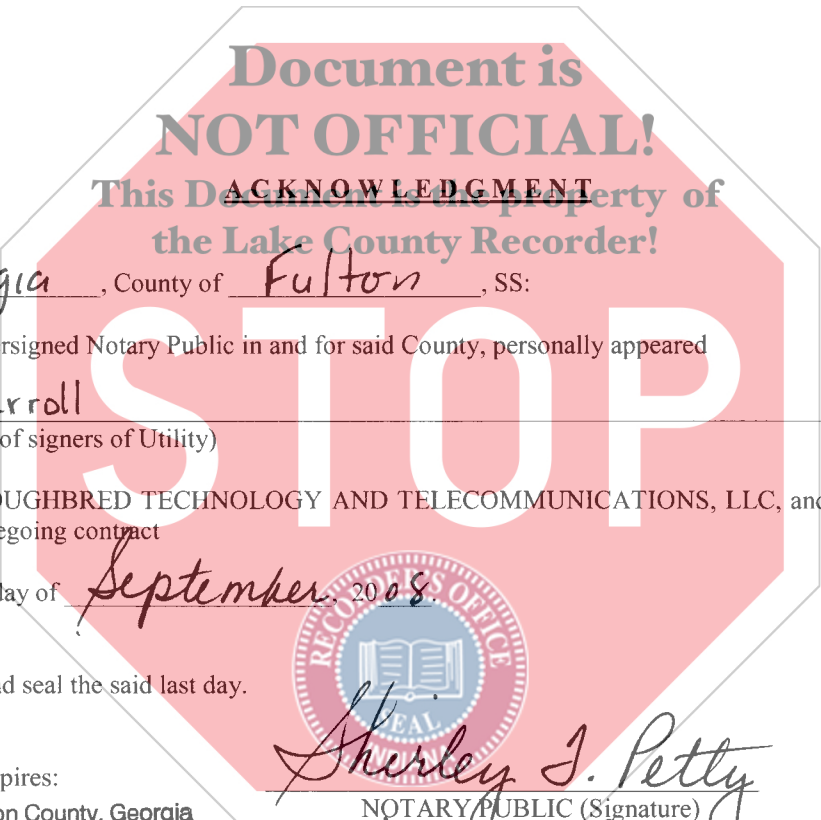
D.L. Young
(Witness of Utility Signature)

P.G. Carroll
(Signature of Officer)

D.L. YOUNG
(Witness's Name Printed)

P.G. Carroll
(Officer's Name Printed or Typed)

AVP- Real Estate
(Officer's Position)



State of Georgia, County of Fulton, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared

P.G. Carroll
(Names and offices of signers of Utility)

Officers of THOROUGHbred TECHNOLOGY AND TELECOMMUNICATIONS, LLC, and acknowledged the execution of the foregoing contract

on this 3rd day of September, 2008.

Witness my hand and seal the said last day.

My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires Sept. 27, 2010

Sherley J. Petty
NOTARY PUBLIC (Signature)
Sherley T. Petty
(Printed or typed)

THE COMMISSION:

ATTEST:

THE LITTLE CALUMET RIVER
BASIN DEVELOPMENT COMMISSION

Dan Gardner
(Signature of Officer)

Dan Gardner
(Officer's Name Printed or Typed)

Executive Director
(Officer's Position)

Judith A. Vamos
(Signature of Witness)

JUDITH A. VAMOS
(Witness's Name Printed)

ACKNOWLEDGMENT

State of IN, County of LAKE, SS.

Before me, the undersigned Notary Public in and for said County, personally appeared

Dan Gardner and Judith A. Vamos
(Names and offices of signers of Commission)

Officers of THE LITTLE CALUMET RIVER BASIN DEVELOPMENT
COMMISSION, and acknowledged the execution of the foregoing contract on this
10th day of September, 2008.

Witness my hand and seal the said last day.

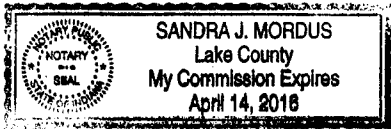
My Commission Expires:

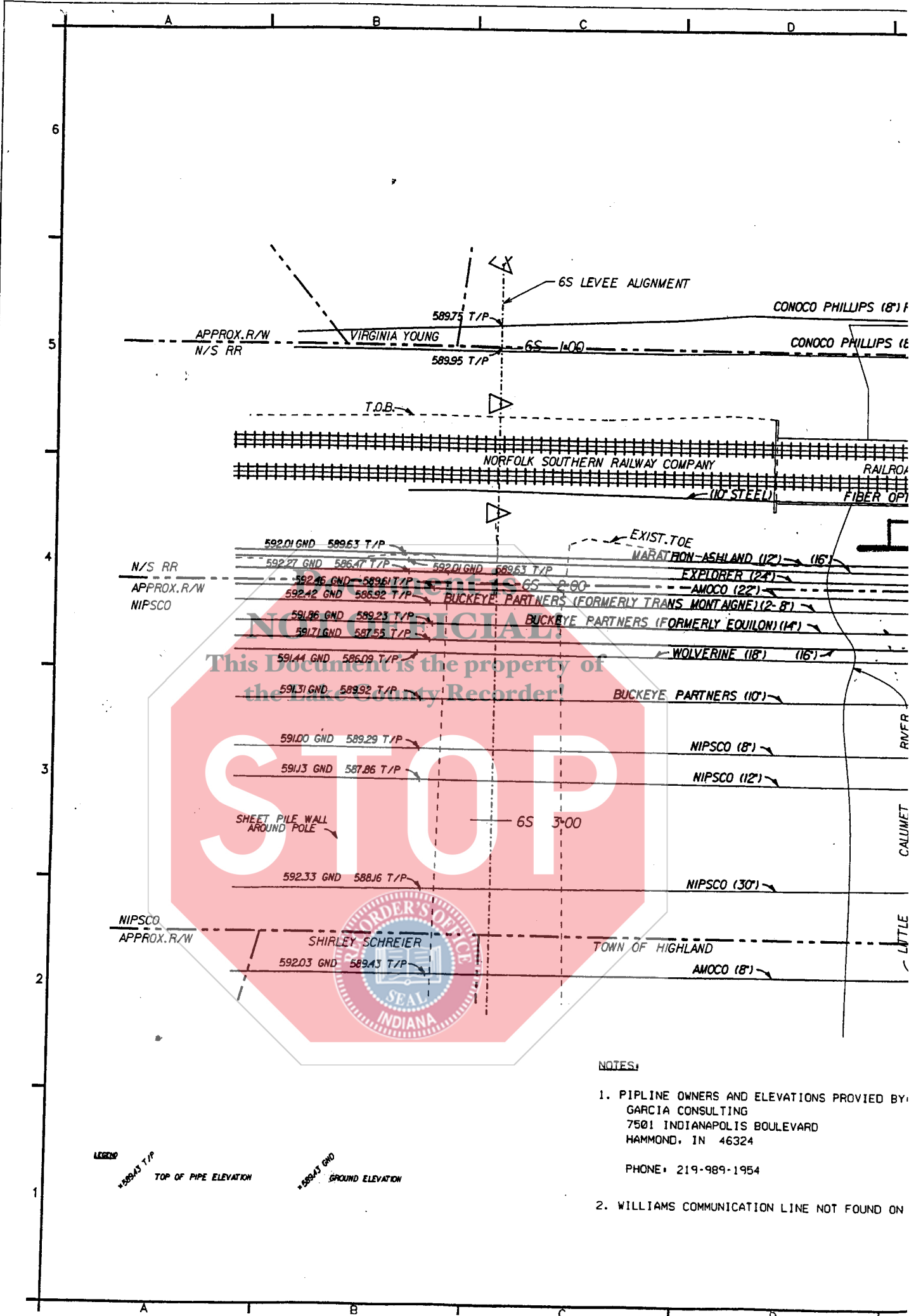
April 14, 2016



Sandra J. Mordus
NOTARY PUBLIC (Signature)

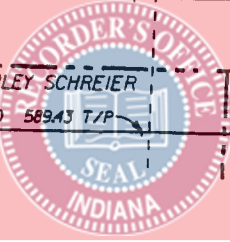
Sandra J. Mordus
(Printed or typed)





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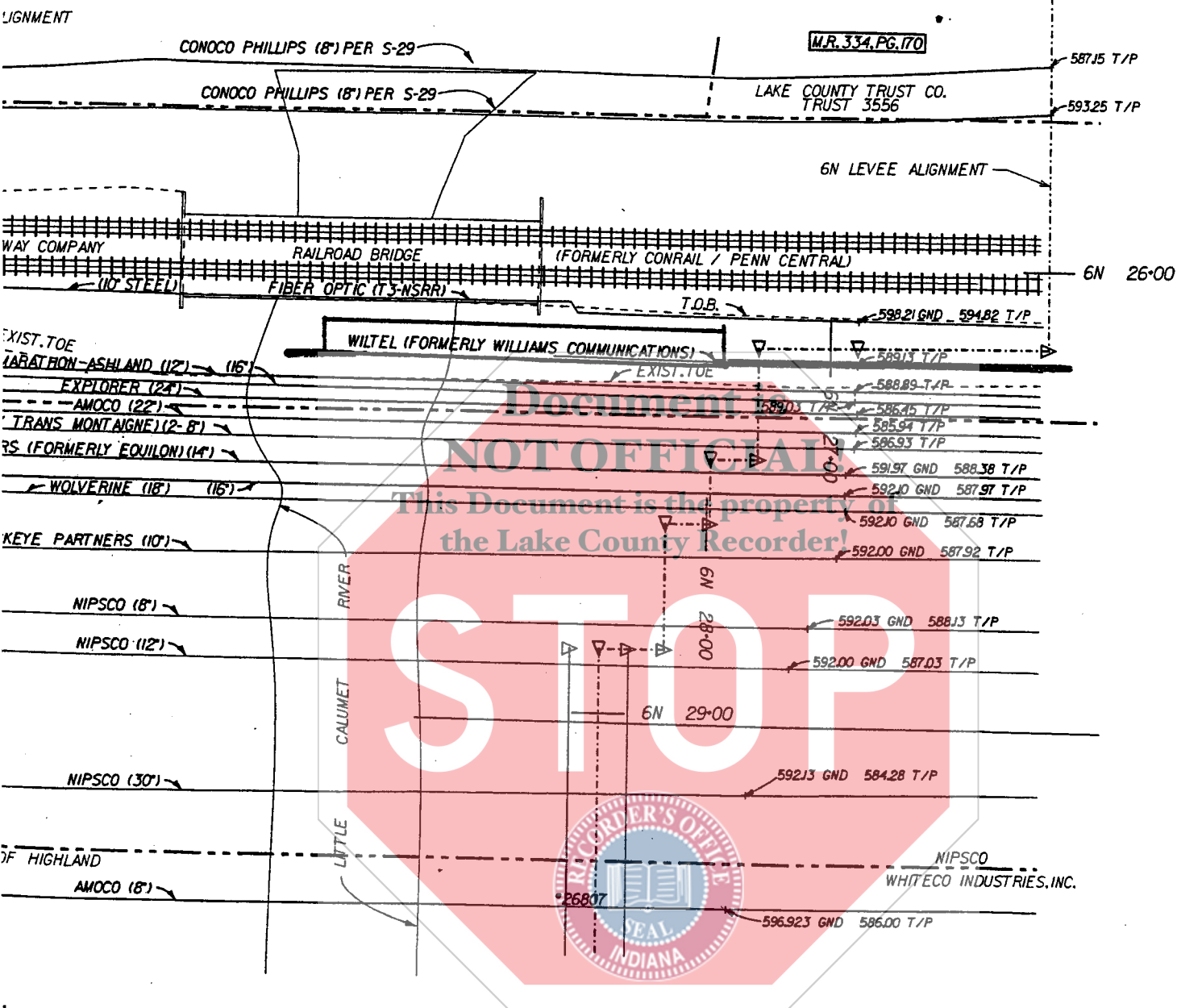
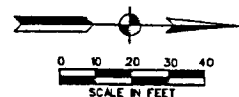


NOTES:

1. PIPELINE OWNERS AND ELEVATIONS PROVIDED BY:
 GARCIA CONSULTING
 7501 INDIANAPOLIS BOULEVARD
 HAMMOND, IN 46324
 PHONE: 219-989-1954
2. WILLIAMS COMMUNICATION LINE NOT FOUND ON

LEGEND
 +58843 T/P TOP OF PIPE ELEVATION
 +58843 GND GROUND ELEVATION

D E F G H



PLINE OWNERS AND ELEVATIONS PROVIDED BY:
 ARCIA CONSULTING
 501 INDIANAPOLIS BOULEVARD
 AMMOND, IN 46324

OVERALL PIPELINE CORRIDOR

PHONE: 219-989-1954

LIAMS COMMUNICATION LINE NOT FOUND ON SOUTH SIDE.

EXHIBIT "A"

COUNTY: LAKE
 SECTION: 16
 TOWNSHIP: 36 NORTH
 RANGE: 9 WEST

APPROX. R/W
 N/S RR

•24289

VIRGINIA YOUNG

TOE

TOE

T.O.B.

T.O.B.

NORFOLK SOUTHERN RAILWAY COMPANY

(6" STEEL)

DNR B

MARATHON-ASHLAND (12')

EXPLORER (24')

AMOCO (22')

BUCKEYE PARTNERS (FORMERLY TRANS MONTAIGNE) (2'-8')

BUCKEYE PARTNERS (FORMERLY EQUILON) (14')

•32101 WOLVERINE (18') (16')

•12303 BUCKEYE PARTNERS (10')

NIPSCO (8')

NIPSCO (12')

NIPSCO (30')

AMOCO (8')

N/S RR

APPROX. R/W

NIPSCO

592.01 GND 589.63 T/P

592.27 GND 586.47 T/P

592.46 GND 589.61 T/P

592.42 GND 586.92 T/P

591.86 GND 589.23 T/P

591.71 GND 587.55 T/P

591.44 GND 586.09 T/P

591.31 GND 589.92 T/P

591.00 GND 589.29 T/P

591.13 GND 587.86 T/P

592.33 GND 588.16 T/P

592.03 GND 589.43 T/P

SHIRLEY SCHREIER

TOWN OF HIGHLAND

C.P.*8

NOTE:

COORDINATES TAKEN FROM U.S. ARMY CORPS OF ENGINEERS
 PLANS FOR LITTLE CALUMET RIVER LOCAL FLOOD PROTECTION
 STAGE V, PHASE 2 - LEVEE, SHEET 9 OF 91, DATED MAY 1999.
 CONTROL POINT *8 - ELEVATION 599.24
 CONTROL POINT *9 - ELEVATION 599.82
 DNR B.M. - ELEVATION 601.522

NOTE:

WILLIAMS COMMUNICATION LINE NOT FOUND OF RIVER.

LEGEND

+589.43 T/P

TOP OF PIPE ELEVATION

+589.43 GND

GROUND ELEVATION

T.O.B.

TOP OF BANK

TOE

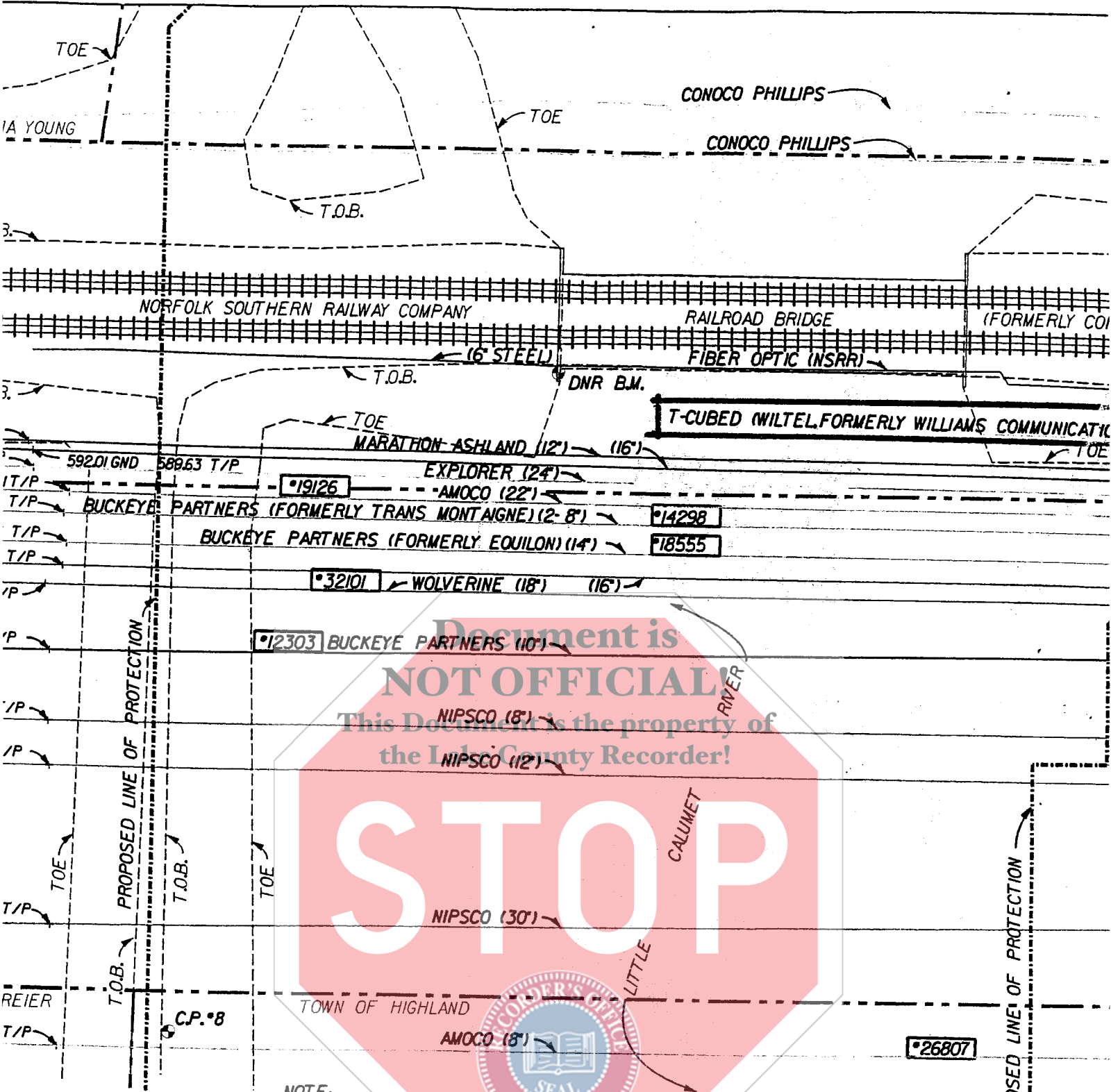
TOE OF BANK



Little Calumet River Basin
 Development Commission

6100 Southport Road Portage, Indiana

Map of Little Calumet River Basin, 2/14/2000, 2:00:00 PM



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NOTE:
 WILLIAMS COMMUNICATION LINE NOT FOUND ON SOUTH SIDE
 OF RIVER.

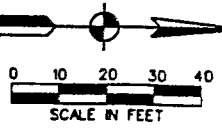
CORPS OF ENGINEERS
 LOCAL FLOOD PROTECTION
 OF 91, DATED MAY 1999.

OVERALL PIPEL

TION	 Little Calumet River Basin Development Commission 6100 Southport Road Portage, Indiana 46368	 GARCIA CONSULTING	7501 Indianapolis Boulevard Hammond, IN 46324 Phone: 219.969.1954 Fax: 219.969.3321 www.garcia-consulting.com	DRAWING pipelin SURVEY 00.0 00-
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CONOCO PHILLIPS
CONOCO PHILLIPS

M.R. 334, PG. 170
61755

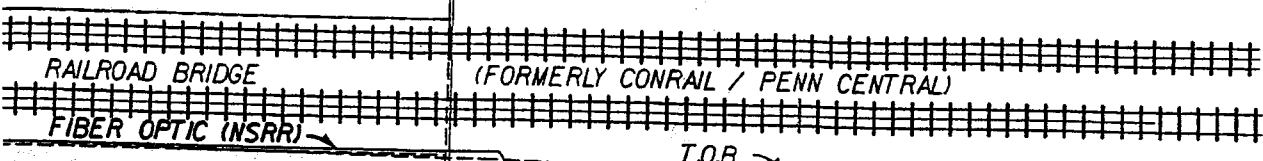


LAKE COUNTY TRUST CO.
TRUST 3556

TOE
T.O.B.

TOE

T.O.B.



T-CUBED (WITEL FORMERLY WILLIAMS COMMUNICATIONS)

T.O.B.

59821 GND 59482 T/P

589J3 T/P

58889 T/P

589D3 T/P

58645 T/P

58594 T/P

58693 T/P

14298

18555

59197 GND 58838 T/P

592J0 GND 58797 T/P

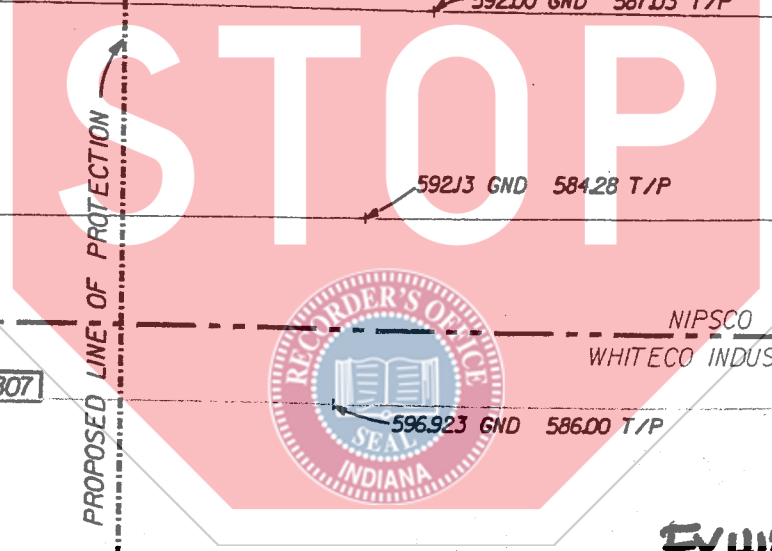
592J0 GND 58768 T/P

59200 GND 58792 T/P

RIVER

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CALUMET

59203 GND 588J3 T/P

59200 GND 58703 T/P

592J3 GND 58428 T/P

NIPSCO

WHITECO INDUSTRIES, INC.

26807

596.923 GND 586.00 T/P

ON SOUTH SIDE

PROPOSED LINE OF PROTECTION

EXHIBIT "B"

- AGREEMENT NUMBERS
- PERMANENT LEVEE EASEMENT
- TEMPORARY WORK EASEMENT

REVISED 9/28/07

OVERALL PIPELINE CORRIDOR

<p>GARCIA CONSULTING</p>	<p>7501 Indianapolis Boulevard Hammond, IN 46324 Phone: 219.989.1954 Fax: 219.989.3321 www.garcia-consulting.com</p>	<p>DRAWING FILE pipelines.dgn</p>	<p>LITTLE CALUMET RIVER STAGE V PHASE 2 PIPELINE CORRIDOR</p>	<p>SHEET 1 of 2</p>
	<p>3368</p>	<p>SURVEY BOOK 00.00/ 00-00</p>	<p>PREPARED FOR: LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION</p>	<p>PROJECT LIT13</p>

From: Young, Danny [mailto:danny.young@nscorp.com]
Sent: Tuesday, March 11, 2008 9:54 AM
To: Lavicka, Kelsey W CPT LRC
Cc: Word, Dwain E; Bill McBride (E-mail); Osborn, Keith; Jackson, Jeffrey;
John Sekendy (E-mail)
Subject: RE: Cost Estimate for Little Calumet River Flood Control Project
(UNCLASSIFIED)

CPT Lavicka-

The following is an estimate for contracted services for protection of the
T-Cubed/Level 3 Communications/Elantic Telecom fiber optic system:

Location: Hammond, IN

Project: Levee Floodwall at the Little Calumet River and Norfolk Southern
RR

Scope of Work: North of River- Expose and install 40 feet of "split"
steel casing pipe around the existing fiber optic systems at the existing
depth of 4-6 feet. Secure split steel pipe to the end of the existing
casing
pipe.

South of River- The existing fiber optic system is protected by the existing
casing pipe at this location. The depth is believed to be at 18-20 feet at
this location. Recommend the existing fiber optic system to be potholed by
vacuum excavation to verify location, depth and casing pipe.

Note: All work for T-Cubed must be protected by field inspection to be
provided by the fiber optic companies.

Estimate:

Material-40'-12" Split Steel Pipe (Schedule 40) @ \$105 per ft. = \$4,200
Labor- Mobilization, Pipe Installation = \$4,500 Pothole (Vacuum Truck) =
\$8,000
Inspection- 3 days @ \$700 per day = \$2,100

Total Estimate = \$18,800

Please note that this is an estimate and only "actual" costs will be
billed
for reimbursement.

Since this work will be performed by a contractor, this is the best I can
give you until a contractor is selected. I can not select a contractor
until
we have a reimbursable agreement.

Please let me know if you need anything else.

Danny Young
Norfolk Southern / T-Cubed
404-962-5544

EXHIBIT "C"