

12

**AGREEMENT BETWEEN
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
AND
WOLVERINE PIPE LINE COMPANY
FOR RELOCATION OF UTILITIES**

2008 076954

THIS AGREEMENT, made and entered into this 23rd day of June, A.D. 2008, by and between WOLVERINE PIPE LINE COMPANY (hereinafter referred to as "COMPANY"), and LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, 6100 Southport Road, Portage, Indiana 46368 (hereinafter referred to as "COMMISSION")

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2008 NOV 12 AM 11:49
MICHAEL A. GOVERN
RECORDER

WITNESSETH:

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 (Plan-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, installation of compacted fill to Army Corps of Engineers specs, and/or relocations 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 *COMPANY*; and

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

NOT-TAXABLE

NOV 12 2008

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

017596

✓ # 010198
31
BS

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, 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 combined cost for the 16" AND 18" pipelines located herein on the NIPSCO right-of-way, thereof is One Hundred Two Thousand Two Hundred Dollars and No Cents (\$102,200.00), as shown on the estimate attached hereto, 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* for a period of one year from the date final payment has been received by the *COMPANY*.

Should the accumulated costs of the work materially exceed 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, 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 nor 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 NIPSCO right-of-way and the *COMPANY* either has an easement thereon or a continuing right to maintain the facilities in that location. The *COMPANY* hereby agrees to contact the *COMMISSION* prior to initiating routine maintenance to their facilities and to attempt to contact the *COMMISSION* prior to initiating emergency maintenance to their facilities within 15' either side of the center line of the flood protection for the Little Calumet River. In addition, the *COMPANY* shall use its best efforts to coordinate said emergency maintenance procedures with the *COMMISSION* so as to preserve the integrity of the flood control facilities.

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 *COMPANY* for itself, its employees, agents, contractors, sub-contractors and representatives, shall indemnify, protect and save harmless the *COMMISSION* from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortuous acts of or arising out of the contributing or sole negligence of the *COMPANY*, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided, however, that where the *COMMISSION* is guilty of negligence with respect to the occurrence or occurrences giving rise to the Claim, the *COMPANY* shall have no duty to indemnify, protect, or save harmless the *COMMISSION*.

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:

WOLVERINE PIPE LINE COMPANY

[Signature]
(Signature of Officer)

John Garrola
(Officer's Name Printed or Typed)

Vice President
(Officer's Position)

ATTEST:

[Signature]
(Witness of Utility Signature)

Christine Himes
(Witness's Name Printed)

Document is NOT OFFICIAL!
ACKNOWLEDGMENT
STOP
This Document is the property of the Lake County Recorder!

State of Michigan, County of Kalamazoo, SS:
Before me, the undersigned Notary Public in and for said County, personally appeared John Garrola, Vice President,
(Names and offices of signers of Utility)
Officers of WOLVERINE PIPE LINE COMPANY, and acknowledged the execution of the foregoing contract on this 2nd day of July,
2008.
Witness my hand and seal the said last day.
My Commission Expires: 3-15-13

Fred W. Hipshear
NOTARY PUBLIC (Signature)
Fred W. Hipshear
(Printed or typed)

FRED W. HIPSHEAR
Notary Public, State of Michigan
County of Cass
My Commission Expires Mar. 15, 2013
Acting in the County of Kalamazoo

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)

James E. Pokrajac
(Signature of Witness)

James E. Pokrajac
(Witness's Name Printed)

ACKNOWLEDGMENT

State of IN, County of LAKE, SS:

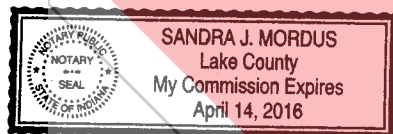
Before me, the undersigned Notary Public in and for said County, personally appeared Dan Gardner and James E. Pokrajac,
(Names and offices of signers of Commission)

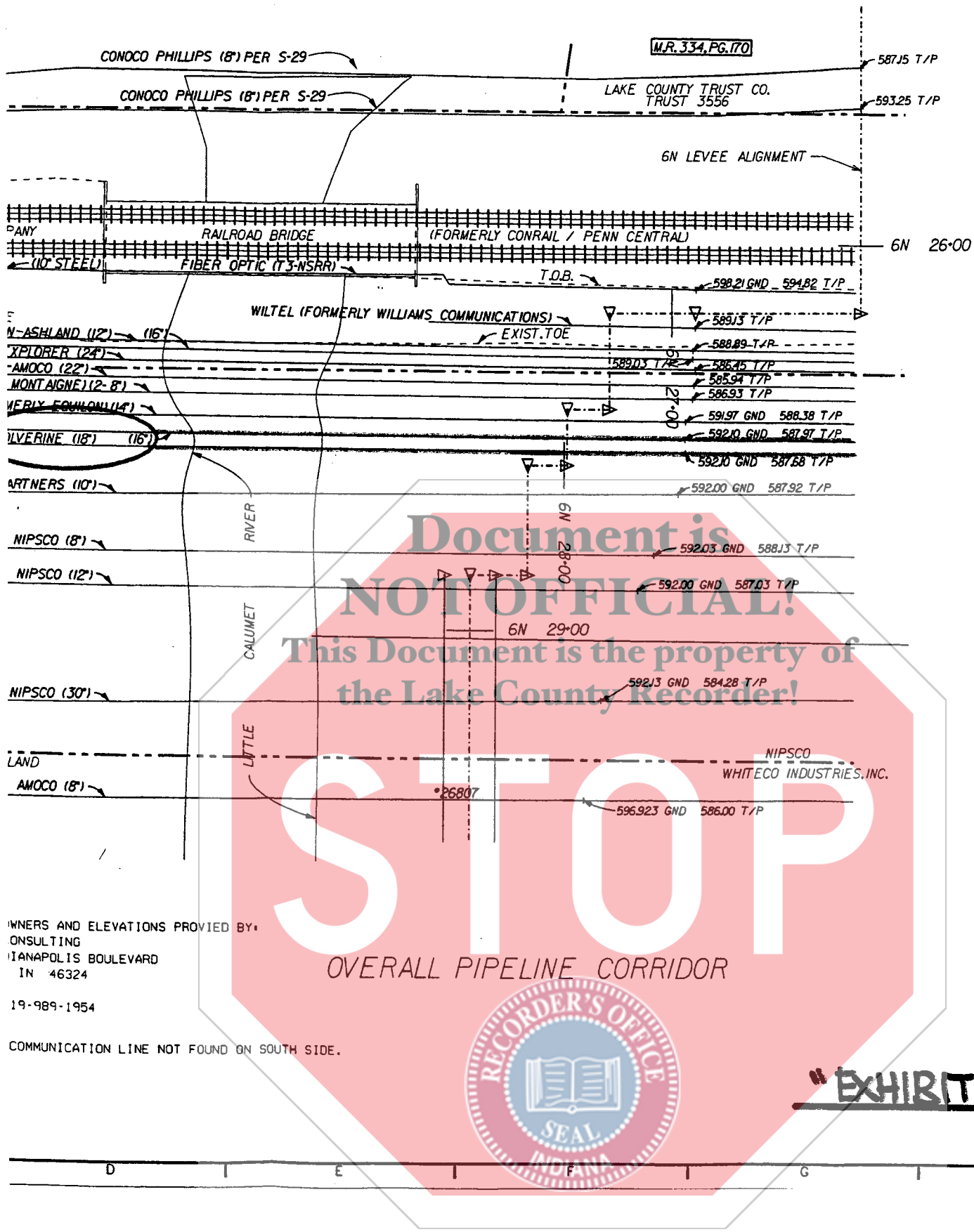
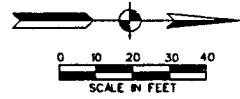
Officers of THE LITTLE CALUMET RIVER BASIN DEVELOPMENT
COMMISSION, and acknowledged the execution of the foregoing contract on this
23rd day of June, 2008.

Witness my hand and seal the said last day.

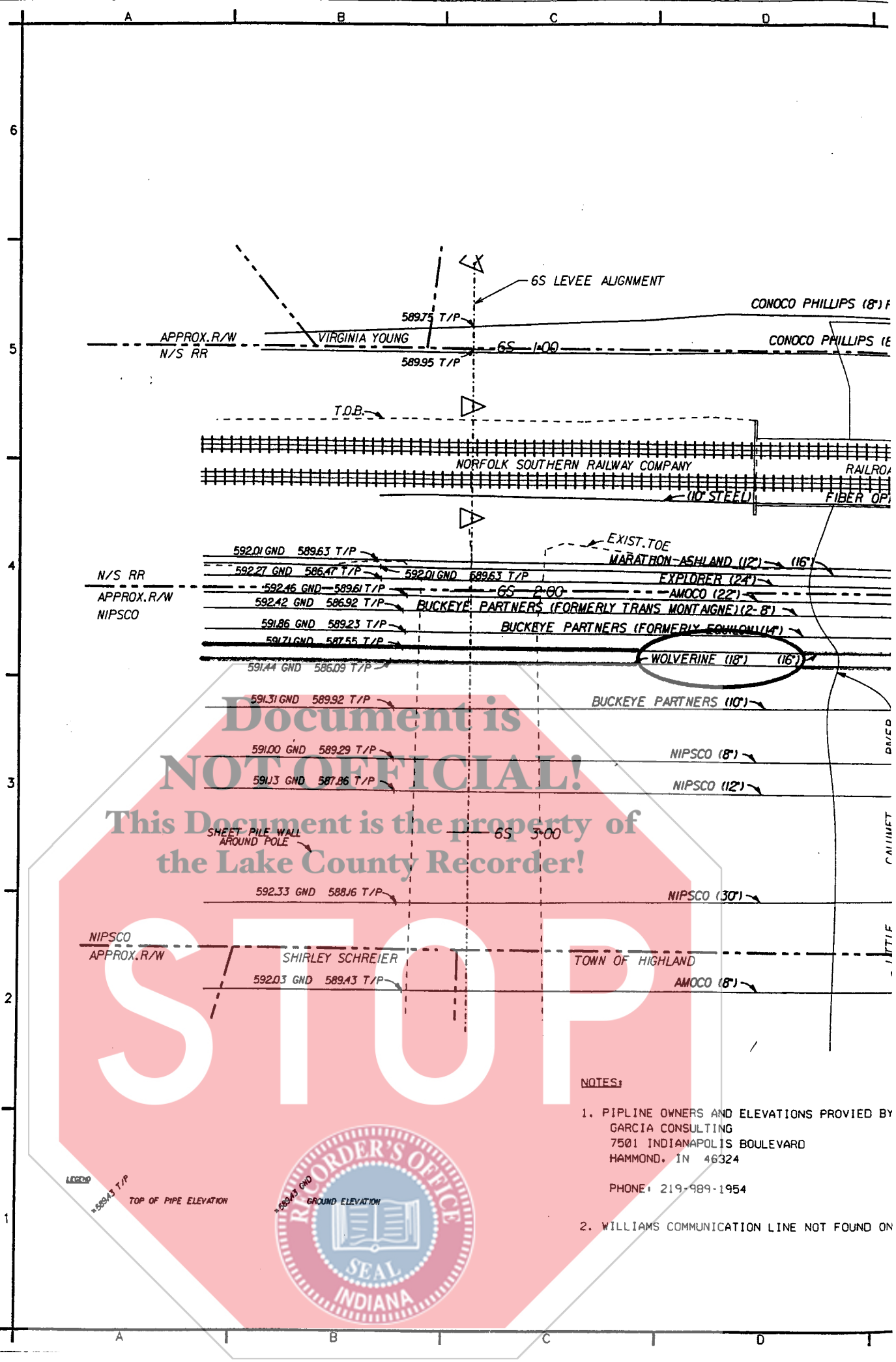
My Commission Expires:
April 14, 2016

Sandra J. Mordus
NOTARY PUBLIC (Signature)
Sandra J. Mordus
(Printed or typed)





OWNERS AND ELEVATIONS PROVIDED BY:
 CONSULTING
 INDIANAPOLIS BOULEVARD
 IN 46324
 19-989-1954
 COMMUNICATION LINE NOT FOUND ON SOUTH SIDE.



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

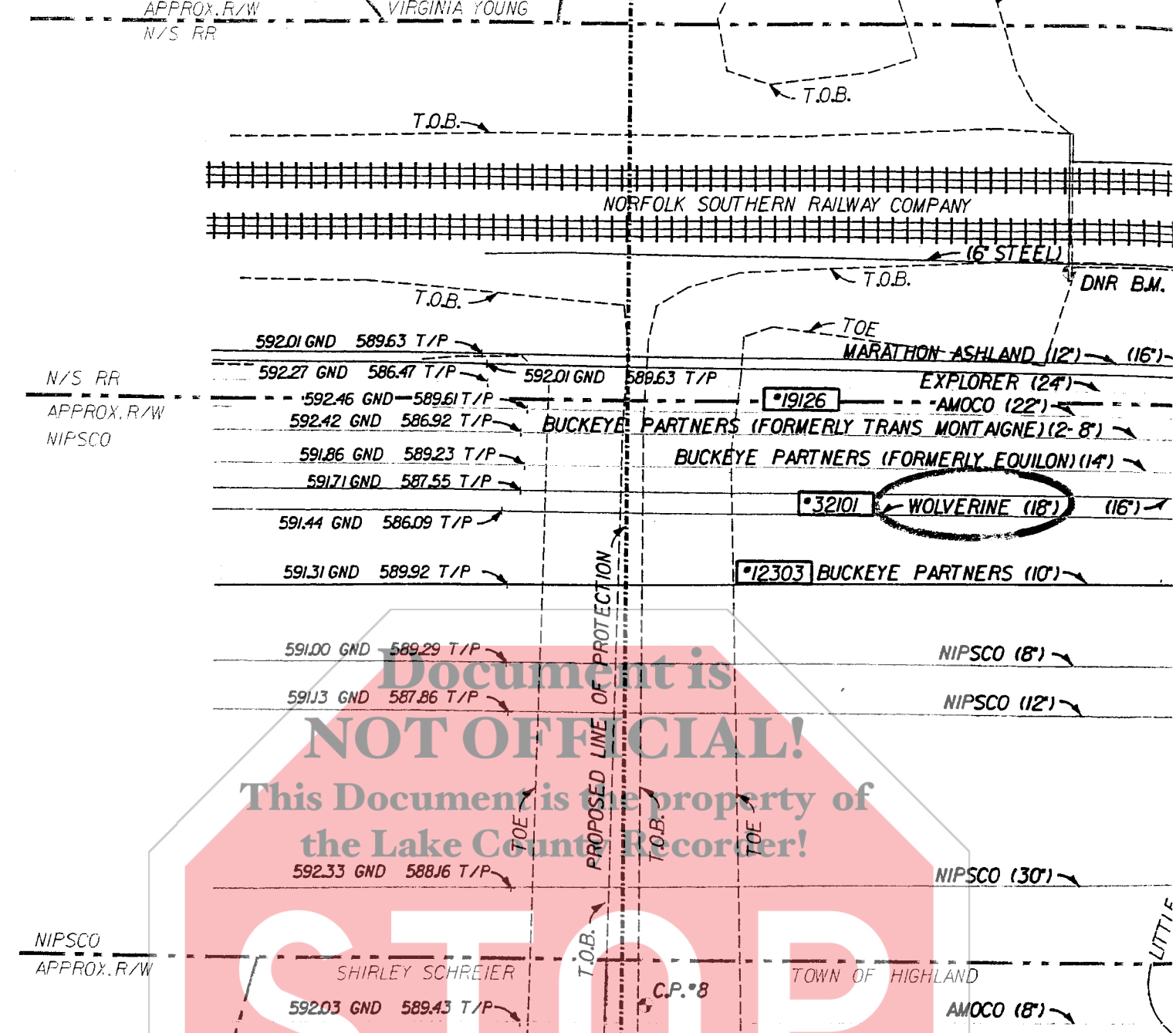
STOP



- 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

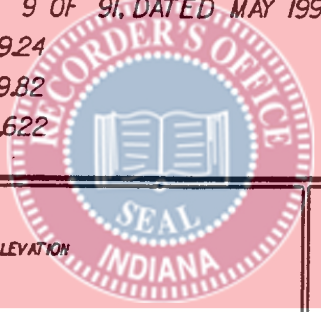
COUNTY: LAKE
 SECTION: 16
 TOWNSHIP: 36 NORTH
 RANGE: 9 WEST



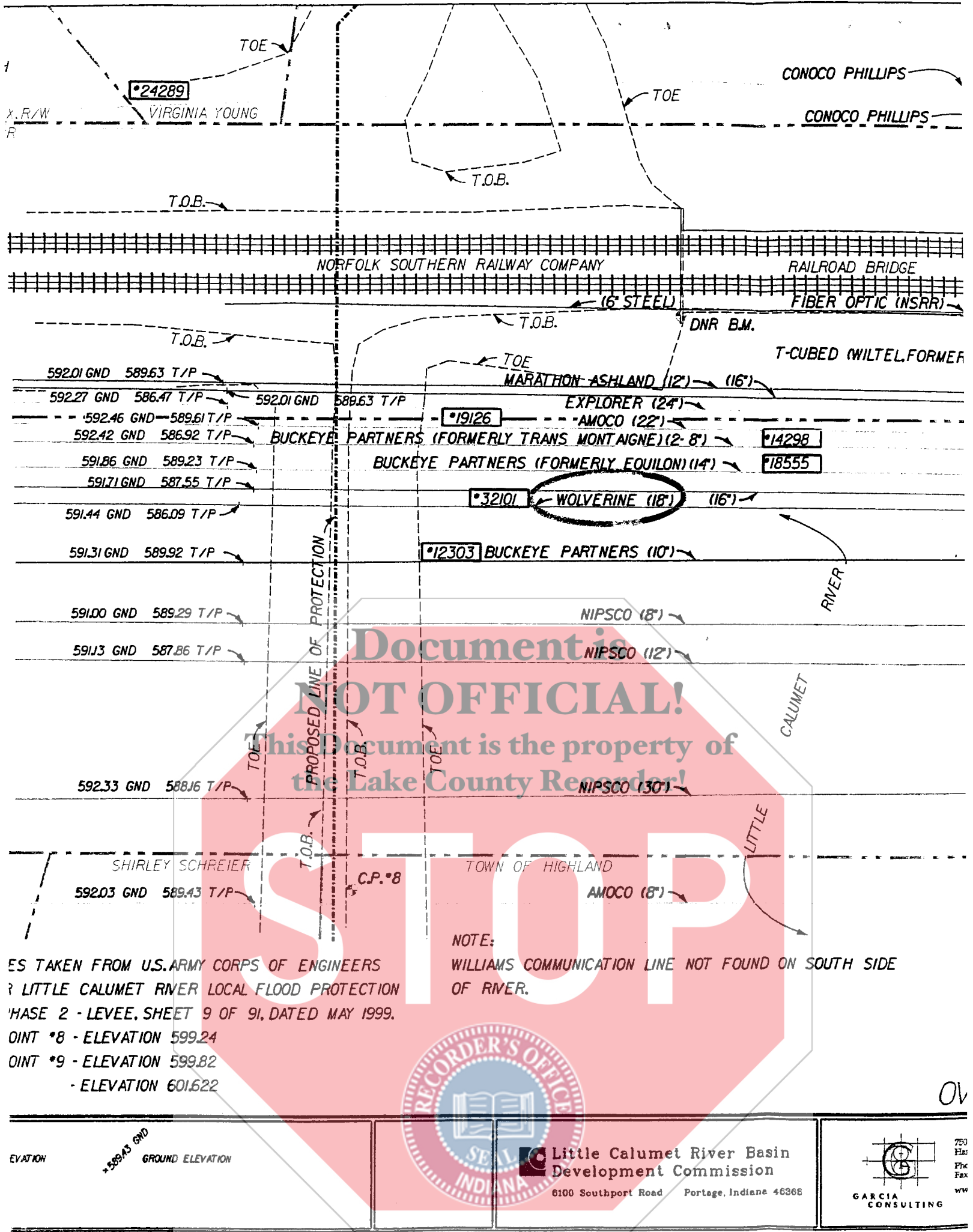
NOTE:
 COORDINATES TAKEN FROM U.S. ARMY CORPS OF ENGINEERS
 PLANS FOR LITTLE CALUMET RIVER LOCAL FLOOD PROTECTION
 STAGE V, PHASE 2 - LEVEE, SHEET 9 OF 91, DATED MAY 1999.
 CONTROL POINT #8 - ELEVATION 599.24
 CONTROL POINT #9 - ELEVATION 599.82
 DNR B.M. - ELEVATION 601.622

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
 T.O.E. TOE OF BANK



Little Calumet River Basin
 Development Commission
 6100 Southport Road Portage, Indiana



ES TAKEN FROM U.S. ARMY CORPS OF ENGINEERS
 LITTLE CALUMET RIVER LOCAL FLOOD PROTECTION
 PHASE 2 - LEVEE, SHEET 9 OF 91, DATED MAY 1999.
 POINT #8 - ELEVATION 599.24
 POINT #9 - ELEVATION 599.82
 - ELEVATION 601.622

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

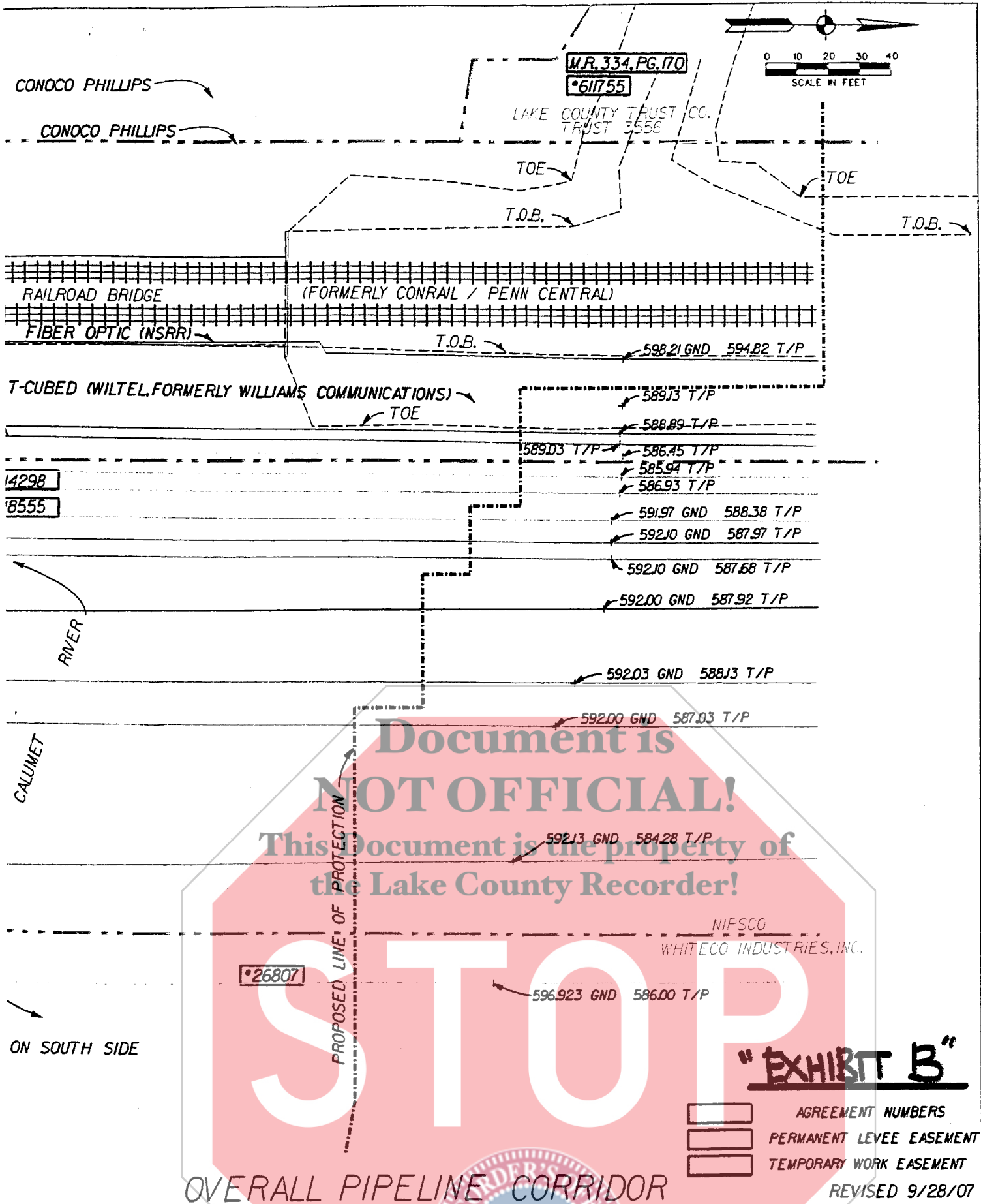
ELEVATION
 599.43 GND
 GROUND ELEVATION



Little Calumet River Basin
 Development Commission
 8100 Southport Road Portage, Indiana 46368

750
 File
 Plot
 Fax
 www
 GARCIA CONSULTING

Document is NOT OFFICIAL!
 This Document is the property of
 the Lake County Recorder!
 STOP



OVERALL PIPELINE CORRIDOR

"EXHIBIT B"

- AGREEMENT NUMBERS
- PERMANENT LEVEE EASEMENT
- TEMPORARY WORK EASEMENT

REVISED 9/28/07

in 16366	 <p>7501 Indianapolis Boulevard Hammond, IN 46324 Phone: 219.969.1964 Fax: 219.969.3321 www.garcia-consulting.com</p>	DRAWING FILE pipelines.cgn SURVEY BOOK 00.00/ 00-00	 <p>LITTLE CALUMET RIVER STAGE V PHASE 2 PIPELINE CORRIDOR PREPARED FOR: LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION</p>	SHEET 1 of 2 PROJECT LIT13 SCALE
-------------	--	---	--	--

EXHIBIT "B"

WOLVERINE PIPE LINE COMPANY
ESTIMATE OF EXPENDITURES CHARGEABLE TO OTHERS
FOR NORMAL REIMBURSABLE PROJECT

DATE: 1/17/2008	AFE NO: None
LOCATION OF WORK: Little Calumet River Flood Protection, Stage 5, Phase 2	
COMPLETE DESCRIPTION OF WORK TO BE PERFORMED & REASON: Excavate and inspect 16" and 18" pipelines to be under levee. Install compacted fill to Corps of Engineers specifications.	
EXPENSES REIMBURSED BY: US Army Corps of Engineers	
THIS ESTIMATE GOOD FOR 90 DAYS.	
COMPANY EXPENSES	
COMPANY LABOR:	20,900
OUT OF TOWN EXPENSES:	200
COMPANY VEHICLE AND EQUIPMENT EXPENSE:	3,100
RIGHT OF WAY & DAMAGES:	0
PIPE & MATERIALS:	4,300
CONTRACT EXPENSES	
CONTRACT LABOR AND EQUIPMENT:	39,400
CONTRACT EQUIPMENT & PIPE HAULING:	0
OVERHEAD	
PAYROLL BURDEN & WELFARE EXPENSE (45% OF COMPANY LABOR):	9,500
ADMINISTRATIVE OVERHEAD (20% OF SUB-TOTAL):	15,500
SUB-TOTAL:	92,900
10% CONTINGENCY:	9,300
TOTAL ESTIMATED EXPENDITURES:	102,200
PREPARED BY: BK	100 % REIMBURSABLE = 102,200

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!



"EXHIBIT C"