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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 041792

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MICHELLE R. FAJMAN
RECORDER

ROW WL-0379

ENCROACHMENT AGREEMENT

STATE OF INDIANA §
COUNTY OF LAKE § KNOW ALL MEN BY THESE PRESENTS:
§

WHEREAS, Wolverine Pipe Line Company, a Delaware corporation, hereinafter called "WOLVERINE," is the present owner of the pipeline right-of-way and easement or easements, hereinafter referred to as "The Easement", covering lands in Lake County, Illinois pursuant to the following instruments:

Pipe Line Easement granted by Joseph C. Gross, Trustee under Trust Agreement dated March 1, 1967, known as Trust Number 50555, to Wolverine Pipe Line Company, its successors and assigns, dated October 7, 1969, which instrument was filed for record in the Lake County Recorder's Office as document No. 34699 & 484238, reference to which is here made for all purposes as if the same were copied herein, and;

WHEREAS, the undersigned party or parties (other than WOLVERINE), hereinafter referred to as the "Landowner", whether one or more, represents and warrants that they are the present landowner of a parcel of land, P.I.N. Number 45-06-36-327-003.000-027, in Lake County, hereinafter referred to as "Landowner's Land" which is encumbered by The Easement, and being more particularly described in Exhibit A, which is attached hereto, and;

WHEREAS, Landowner has constructed a fence ("Landowner's Facilities") within a portion of The Easement on Landowner's Land, as shown on the drawing(s) attached hereto as Exhibit "B"; and

WHEREAS, Landowner has requested this Encroachment Agreement to cover the existence of Landowner's Facilities within The Easement; and

WHEREAS, Wolverine is prepared to agree to such encroachment by Landowner's Facilities subject to the terms hereinafter specified and Landowner is agreeable to establish said encroachment on The Easement by Landowner's Facilities on such terms.

NOW, THEREFORE, for and in consideration of the premises and of the covenants and conditions herein contained, the parties hereto do hereby agree as follows:

1. Subject to the reservations and conditions set forth below, Wolverine will not object to the existence of and will permit Landowner to construct Landowner's Facilities at the locations within The Easement shown on Exhibit "B".
2. Landowner acknowledges and agrees that Wolverine has and shall continue to enjoy all the rights and privileges contained in The Easement including, without limitation, the right to use Landowner's Land for the construction, repair, maintenance, operation, replacement, inspection and removal of the pipeline. In so doing, Landowner acknowledges and agrees that Wolverine may, at any time and from time to time, enter upon Landowner's Land with equipment, machinery and labor for purposes of exercising its rights under The Easement, all of which may result in damage to or destruction of, in whole or in part, Landowner's Facilities. **LANDOWNER HEREBY ACKNOWLEDGES AND AGREES THAT IT ASSUMES ALL LIABILITY FOR AND RELEASES WOLVERINE FROM ANY LOSS, COST, CLAIM, DAMAGE, LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE ("CLAIMS") THAT MAY RESULT FROM ANY SUCH ACTIVITIES OF WOLVERINE EVEN IF ATTRIBUTABLE TO THE ACTIVE OR PASSIVE NEGLIGENCE OF WOLVERINE.**
3. Landowner shall not excavate on The Easement for any reason or purpose except as needed to permit the construction, repair, maintenance or replacement of Landowner's Facilities but subject to the other provisions of this Agreement. Notwithstanding the foregoing, Landowner shall not alter, enlarge, change or add to Landowner's Facilities except as permitted by the express prior written approval of Wolverine, which approval may be arbitrarily withheld.

FILED and Landowner shall give Wolverine, except in the case of an emergency, at least seventy-two (72) hours' prior notice of construction, repair, maintenance or replacement of Landowner's Facilities, specifying the nature and extent of any such activity. In the event of an emergency, Landowner shall notify Wolverine as

JUN 21 2012

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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soon as practically possible. Landowner shall, in carrying out any such activities, comply with Wolverine's requirements in the performance of any such activity as may exist from time to time. Attached, as Exhibit "C", is a copy of the requirements as they exist on the date of this Agreement. Landowner shall be responsible for obtaining the most current version of such requirements prior to commencing any such activity. Wolverine reserves the right to have a representative present during any such activity. The requirements of Wolverine and the presence or lack of presence of a representative of Wolverine shall not relieve the Landowner of its obligations under this Agreement. Any waiver of any of the requirements by Wolverine for any one activity shall not constitute a waiver of Wolverine's right to require compliance with such provision for any other future activity.

5. Landowner shall at all times maintain Landowner's Facilities in good condition and in a manner that will not unreasonably interfere with the operation of or endanger Wolverine's pipelines and Wolverine's exercise of its rights and privileges under The Easement.
6. Wolverine may terminate this Agreement at any time upon giving Landowner at least ninety (90) days' prior written notice. In such event, Landowner, at its sole cost and expense, shall promptly remove the Landowner's Facilities and restore The Easement to the same condition as practicable as it was immediately prior to the installation of Landowner's Facilities. Any and all such removal activity shall be done in conformity with the requirements of Article 4. Should Landowner fail to remove Landowner's Facilities or fail to do so to the satisfaction of Wolverine as herein provided, Wolverine may cause such Landowner's Facilities to be removed or perform such ancillary activity thereto at Landowner's expense. Landowner shall be liable for and shall promptly pay Wolverine all of its costs (including attorney's fees and internal administrative and overhead costs) incurred by Wolverine to effect any such removal and restoration.
7. Should Landowner be in breach of its obligations under this Agreement, then Wolverine shall give Landowner written notice specifying the nature of the breach and a time period, as Wolverine in its discretion determines after taking into consideration the nature of the breach, to remedy said breach. Should Landowner fail to remedy the breach within the specified time period, Wolverine may terminate this Agreement by giving written notice to Landowner specifying the date of termination. For the purpose of this provision, the ninety (90) days' written notification under Article 6 shall not apply. In the event that the breach is not remedied, then, in addition to whatever rights Wolverine may have in law or in equity, Wolverine shall have the rights and Landowner shall have the obligations to remove Landowner's Facilities and restore The Easement as specified in Article 6.
8. **INDEMNITY:** LANDOWNER HEREBY AGREES TO BE LIABLE FOR AND SHALL INDEMNIFY AND SAVE WOLVERINE, ITS SHAREHOLDERS, AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES ("WOLVERINE PARTIES") COMPLETELY HARMLESS FROM AND AGAINST EACH AND EVERY LOSS, COST, DAMAGE, DEMAND, CLAIM AND CAUSE OF ACTION FOR PROPERTY DAMAGE OR LOSS OR PERSONAL INJURY, INCLUDING DEATH, OF ANY PERSON (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF LANDOWNER OR ANY WOLVERINE PARTY) OR ANY OTHER LIABILITY (ALL OF THE FOREGOING BEING REFERENCED AS "CLAIMS") WHICH MAY IN ANY WAY RESULT FROM, RELATE TO, GROW OUT OF OR ARISE IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, USE, ENJOYMENT AND PRESENCE OF LANDOWNER'S FACILITIES ON THE EASEMENT FROM ANY CAUSE WHATSOEVER INCLUDING CLAIMS ATTRIBUTABLE TO THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE WOLVERINE PARTIES. LANDOWNER HEREBY FURTHER RELEASES THE WOLVERINE PARTIES FROM ANY AND ALL SUCH CLAIMS.
9. Any notice required pursuant to this Agreement shall be in writing and shall be deemed to be properly given if addressed to the appropriate party at the addresses below and (a) delivered in person, (b) sent by facsimile with confirmation, (c) deposited in the United States Mail certified mail with appropriate first class postage prepaid, or (d) delivered by private prepaid courier:

In the case of WOLVERINE:

Wolverine Pipe Line Company
8075 Creekside Drive, Suite 210
Portage, MI 49024-6303
Attention: Fred W. Hipshear
Phone: (269) 323-2491 x24
Facsimile: (269) 323-9359

In the case of LANDOWNER:

Thomas M & Mary L Szumelda
132 Exeter Street
Munster, IN 46321

This agreement shall run with the land, and all of its terms and provisions shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns until released of record by Wolverine Pipe Line Company or its successors or assigns. By the acceptance of legal title to Landowner's Land, a party agrees to be bound by the affirmative covenants set forth herein.

EXECUTED IN DUPLICATE ORIGINALS this the 1st day of June, 2012.

LANDOWNER

By: [Signature]

Printed Name: Thomas M Szumelda

By: [Signature]

Printed Name: Mary L Szumelda

WOLVERINE PIPE LINE COMPANY

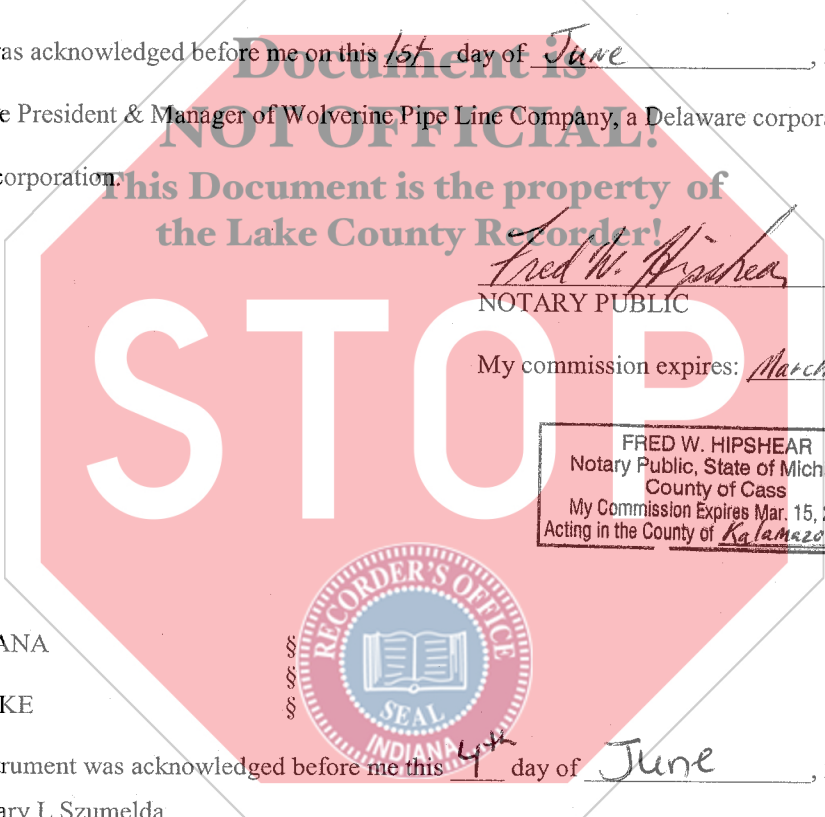
By: [Signature]

Printed Name: John Gurrola

Title: Vice President & Manager

STATE OF MICHIGAN §
COUNTY OF KALAMAZOO §

This instrument was acknowledged before me on this 1st day of June, 2012, by John Gurrola, Vice President & Manager of Wolverine Pipe Line Company, a Delaware corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC

My commission expires: March 15, 2013

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

STATE OF INDIANA §
COUNTY OF LAKE §

The foregoing instrument was acknowledged before me this 4th day of June, 2012, by Thomas M and Mary L Szumelda.

LISA K TRIEZENBERG
Notary Public - Seal
State of Indiana
My Commission Expires Jan 5, 2020

[Signature]
NOTARY PUBLIC

My commission expires: Jan 5, 2020

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Fred W. Hipshear, Affiant."

Prepared by and after recording return to:
Wolverine Pipe Line Company
8075 Creekside Drive, Suite 210
Portage, MI 49024
Attention: Tosha Maldonado

Exhibit "A"

Legal Property Description:

LOT 309 OF BLOCK TWO IN WEST LAKES ADDITION PHASE TWO
PART OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 10 WEST
NORTH TOWNSHIP, LAKE COUNTY, INDIANA

Property Address: 132 Exeter Street, Munster, IN 46321

Pin Number: 45-06-36-327-003.000-027

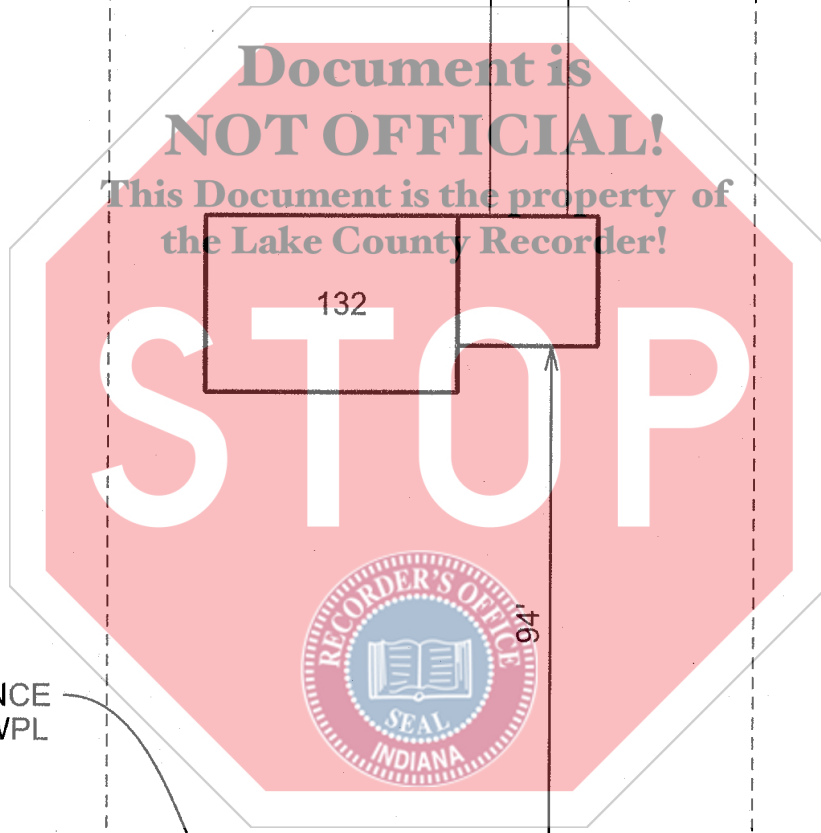


EXHIBIT B



NO SCALE

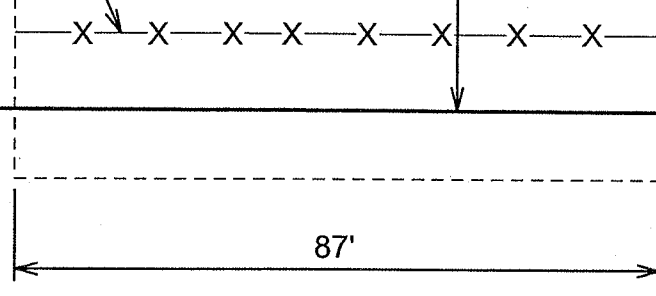
EXETER RD.



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

132

PROPOSED FENCE
10' NORTH OF WPL



WOLVERINE PIPE LINE
16" LK-KA

87'

94'

EXHIBIT C

WOLVERINE PIPE LINE COMPANY EXCAVATION / CONSTRUCTION RESTRICTIONS

In a continuing effort to provide a safe environment for persons working on or near our pipelines, Wolverine Pipe Line Company (WPLCo) will require the following restrictions to be applied to all work being performed near WPLCo's pipelines, unless exceptions are specifically agreed to in writing by a WPLCo Field Supervisor.

The excavator is responsible for all damages resulting from the crossing and shall indemnify and hold WPLCo safe and harmless including personal injury and/or death of third parties and indirect and consequential damage such as loss of profits.

1. Contact the appropriate One-Call system(s) and WPLCo at least 48 hours before commencing work, or as required by regulations. The excavator can contact the One-Call center by calling 811 nationwide.
2. No work may commence on WPLCo ROW until a WPLCo representative has authorized it to begin. Notice of desired work start date should be given 48 hours in advance. A WPLCo representative will normally be on-site during excavation.
3. Construction of any roads, highways, or streets, or blasting within 500 feet of the pipelines will require an approved excavation/blasting plan.
4. No perpendicular digging will occur to initially expose the pipeline unless there are no other options.
5. Mechanical excavation will cease once the earth has been removed to within two (2) feet of WPLCo's pipeline. Shovels will be used to manually clean the area above and below the line. After the line has been initially located, the line shall be kept visible to the equipment operator during the excavation process. Mechanical digging will not be allowed closer than one (1) foot from the side and bottom of the pipeline after the line has been exposed per the above procedure.
6. No excavations shall be made on land adjacent to the pipeline which will in any way impair or withdraw the lateral support and cause any subsidence or damage to the pipeline. Sheet piling may be required.
7. All construction must be done in accordance with the applicable laws and regulations including OSHA requirements for excavation and trenching.
8. Excavator should mark the area of proposed excavation in white (paint, stakes, etc.)
9. Unless approved otherwise in advance by WPLCo. Management, new pipelines or utilities should cross below WPLCo's pipelines with at least 24 inches of clearance. Crossings shall allow WPLCo's pipeline to be lowered in the future to obtain recommended depth for new construction. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance.
10. At least 36-inches of cover is required for all parking and driving areas within the easement. Concrete paving and curbing must be constructed in break-out sections as per Wolverine typical drawings.
11. Pipeline/utility crossings should be as close to 90 degrees to WPLCo's pipeline as possible, but not less than 45 degrees.
12. All non-steel crossings shall be encased across the width of WPLCo's easement.
13. Fiber-optic cable and long distance carrier crossings should be cased across the width of WPLCo's easement or a minimum of 60 feet.
14. All backfill on WPLCo's easement shall be mechanically compacted to the top of the pipeline(s) after removal of water and trash.
15. Temporary construction roads may be required to protect WPLCo's pipelines. WPLCo must approve equipment and vehicle crossings on the easement.
16. Permanent aboveground markers identifying a crossing pipeline or utility shall be installed and maintained at the limits of WPLCo's easement and/or the crossing.
17. If it is impractical to install and maintain aboveground markers due to the crossing location, plastic marker tape shall be installed below cultivation level and over WPLCo's pipeline, extending the width of the easement or a minimum of 60 feet.
18. Fence posts, where permitted by WPLCo, shall not be placed within 4 feet of the pipeline(s). Utility poles and guys shall not be placed within 8 feet of the pipeline(s).
19. No structures, trees or landscape plantings with a mature height greater than 5-feet tall are allowed within the easement.
20. If WPLCo deems it necessary, the excavator shall install a bar across the teeth of the bucket during excavation.
21. If WPLCo's line is exposed during the excavation, the hole will be made safe for entry and left open until WPLCo inspects the pipeline and, if necessary, installs test leads.
22. Excavator shall abide by all state and federal safety rules and regulations. Excavator shall operate equipment that is in good working condition, conducive to a safe working environment, while working on or near WPLCo's facilities.

