

GRIFFIN & GALLAGHER LLC
ATTORNEYS AT LAW

10001 South Roberts Road
Palos Hills, Illinois 60465
Phone: (708) 598-6800
Facsimile: (708) 598-6913
Andrea@griffingallagher.com

April 16, 2020

Laura Godette
Village Clerk
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

RE: The Magnuson Engineering Improvement Plan
SW corner of 191st & 80th Ave., Tinley park IL

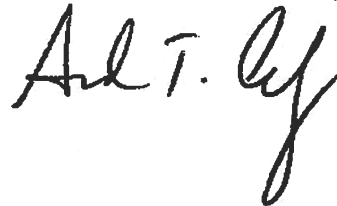
Dear Ms. Godette:

Enclosed please find two fully executed public utility easement documents to be recorded.

Please do not hesitate to contact me with questions.

Thanking you I am,

GRIFFIN & GALLAGHER, LLC

A handwritten signature in black ink, appearing to read "Andrea T. Crowley". The signature is fluid and cursive, with the first name "Andrea" and last name "Crowley" clearly distinguishable.

ANDREA T. CROWLEY

Cc: Patrick Connolly
Paula Wallrich

UTILITY CROSSING AGREEMENT

File #WL-0127

Date: _____, 20__

This Utility Crossing Agreement is between Wolverine Pipe Line Company ("Wolverine") and the Village of Tinley Park, Cook County, IL ("Crossing Entity") in the South Half of the North Half of Section 11, Township 35 North, Range 12 West with PIN number 19-09-11-200-013-0000.

WHEREAS, Wolverine Pipe Line Company ("Wolverine") owns one or more petroleum pipelines and Crossing Entity intends to build a 48-inch storm sewer that will cross one or more of Wolverine's pipelines in the above referenced area, and

WHEREAS, Wolverine and Crossing Entity desire to enter into this Crossing Agreement to establish protocols and procedures to ensure the safe construction, maintenance, and operation of Crossing Entity's facilities in the vicinity of Wolverine's pipeline(s).

NOW THEREFORE, in consideration of the premises, Wolverine's non-objection to the proposed crossing, and other good and valuable consideration, the undersigned parties hereby agree as follows:

- 1 Crossing Entity's crossing shall be made and installed at its sole cost and expense and in accordance with all applicable laws, rules and regulations relative to the construction of its facility, including without limitation, OSHA requirements for excavation and trenching. Additionally, Crossing Entity agrees to comply with the restrictions and requirement specified in Attachment A - WOLVERINE PIPE LINE COMPANY EXCAVATION / CONSTRUCTION RESTRICTIONS.
- 2 For any excavation within 25 feet of Wolverine's pipeline(s), Crossing Entity shall contact the appropriate One-Call system (available by dialing "811") at least 72 hours before commencing work, or as required by regulations. Each contractor/subcontractor shall submit State One Call tickets (call 811) in accordance with the applicable One Call system's advance notification requirements for each different phase of the project that involves earth disturbance (grading, excavating, trenching, digging, etc.). Notwithstanding the foregoing, in the event of an emergency, Crossing Entity shall notify One Call and Wolverine promptly after it is determined that excavation is required.
- 3 Notice to Wolverine's field representative shall be given to Louis Kraus, Right of Way Agent, at 269.217.5158 (cell) or office, 269-323-2492, ext. 124. Please note that voice messages do not constitute notice, a two-way conversation must occur, except in the event of an emergency, in which case a two-way conversation must occur as soon as reasonably practicable following the occurrence of the emergency event.
- 4 Except in the event of an emergency, notice of desired work start date should be given at least 48 hours in advance. A field representative for Wolverine will normally be on-site during excavation.
- 5 A new crossing shall be installed under any existing Wolverine pipeline(s) with at least 24 inches of clearance. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance. Stockpiling including spoil, or topsoil over the pipeline(s), is not permitted, unless approved in writing by Wolverine's representative.
- 6 Each excavator should mark the area of proposed excavation in white (paint, stakes, etc.). No perpendicular digging will occur to initially expose Wolverine's pipeline(s) unless there are no other options and Wolverine's representative authorizes same. Mechanical excavation will cease once the earth has been removed to within two (2) feet of the Wolverine's pipeline. Shovels or other low/no risk excavation method will be used to manually clean the area above and below the line. After Wolverine's line has been initially located, the line shall be kept visible to any 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. No excavations shall be made on land adjacent to the pipeline(s) which will in any way impair or withdraw the lateral support and cause any subsidence or damage to the pipeline(s). If requested by Wolverine, the excavator shall install a bar across the teeth of the bucket during excavation.
- 7 If Wolverine's pipeline(s) is exposed during the excavation, the hole will be made safe for entry and left open until Wolverine installs test leads and inspects the exposed pipe.
- 8 Additional project specific requirements, if any, shall be included under Attachment B.

- 9 If possible and practical, permanent above ground markers identifying an underground crossing pipeline or utility shall be installed and maintained at the limits of the easement and/or the crossing.
- 10 Compliance with these terms and/ or any supplemental provisions agreed upon after notice of the proposed excavation does not relieve an excavating party or its contractors of any responsibility or liability in the event Wolverine's pipeline(s) or facilities are damaged in any way before, during or after the construction of the crossing or any subsequent maintenance or other work in the vicinity of the crossing. Accordingly, Crossing Entity shall indemnify, defend, and hold Wolverine, its parent, affiliates, and their directors, officers, employees, representatives and agents harmless against any and all loss (including reasonable attorney's fees), damages, cost or liability, personal injury, claims, actions or judgments that may arise or result from the negligent acts, omissions or willful misconduct of Crossing Entity or its contractors, employees, or agents, except to the extent caused by or resulting from the negligent acts, omissions or willful misconduct of Wolverine, its parent, affiliates, and their directors, officers, employees, representatives and agents.

11 Other Terms and Provisions:

Crossing Entity shall furnish Wolverine with proof of commercial general liability insurance providing coverage of no less than Two Million Dollars (\$2,000,000.00) for property damage and injury to or death of any person and include those policy extensions referred to as contractual liability, contractor's protective liability, employer's liability, cross liability or severability of interest clause, broad form property damage, sudden and accidental time element pollution coverage, products and completed operations liability (for a period of not less than twenty-four (24) months from the date facility construction is complete), commercial automobile liability coverage amount not less than Ten Million Dollars (\$10,000,000) for bodily injury and property damage, if applicable, Workers Compensation coverage providing statutory benefits, if applicable, Employer's Liability coverage with a single limit of at least One Million Dollars (\$1,000,000) for each accident, and in the aggregate for each employee, and non-owned automobile liability. Where an exposure exists, this policy shall also insure for blasting, explosion, and underground collapse (XCU coverage). Crossing Entity will add Wolverine and its affiliates as additional insured and a waiver of subrogation to the policy. Such insurance coverage shall be maintained until completion of construction or maintenance of the Facility. Insurance limit requirements may be satisfied with an insurance policy or policies of umbrella or excess liability coverage required in this schedule on a "follow form" basis with coverage at least as broad as the underlying policy terms and conditions. The provision of insurance in accordance with this section shall not limit the excavating party's liability hereunder.

In Witness Whereof, the undersigned parties have caused their authorized representatives to indicate their agreement to the foregoing terms and provisions by executing this Crossing Agreement in the space provided below effective as of the first date written above.

Wolverine Pipe Line Company

Village of Tinley Park, Cook County, Illinois

By: _____

By: David Niemeyer

Name: Matthew P. Dunne

Name: David Niemeyer

Title: Vice President

Title: Village Manager

Date: _____

Date: _____

cc: Area Manager w/att
Land Agent w/att
Field Tech(s) w/att
WPL File No.

Exhibit A – WOLVERINE PIPE LINE COMPANY EXCAVATION / CONSTRUCTION RESTRICTIONS

Wolverine Pipe Line Company (WPLCo) requires the following restrictions and procedures to be applied to all work being performed within WPLCo's easement, unless exceptions are specifically agreed to in writing by a WPLCo Field Supervisor.

The excavator is responsible for all damages arising or resulting from excavator's activities within WPLCo's easement or in the vicinity of WPLCo's pipelines or other facilities.

1. Contact the appropriate One-Call system(s) (Michigan "MISS DIG", Indiana's "Indiana Underground Plant Protection Service" and Illinois "JULIE" or all are available by dialing "811") and WPLCo at least 48 hours before commencing work, or as required by regulations.
2. Except in the case of an emergency, no excavation work may commence on WPLCo easement or property 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. In the case of an emergency, WPLCo shall be notified as soon as reasonably practicable following occurrence of the emergency event.
3. Construction of any roads, highways, or streets in the Easement Area 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(s) 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(s) which will in any way impair or withdraw the lateral support and cause any subsidence or damage to the pipeline(s). 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. New pipelines or utilities should cross under WPLCo's pipeline(s) with at least 24 inches of clearance. 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 compacted cover is required for all parking or driving areas within the easement. Concrete paving and curbing must be constructed in break-out sections.
11. Pipeline/utility crossings should be as close to 90 degrees to WPLCo's pipeline as possible, but in any event at an angle of 30° or more, (but not lengthways and atop) of the pipeline(s).
12. All non-steel underground crossings shall be encased across the width of WPLCo's easement.
13. Fiber-optic cable and long-distance carrier underground 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. Also see 10 above for parking or driving areas within the easement.
15. Temporary construction roads may be required to protect WPLCo's pipeline(s). WPLCo must approve above ground crossings on the easement for excavation or heavy equipment.
16. Permanent aboveground markers identifying an underground 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(s), 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 pipeline(s) is exposed during the excavation, the hole will be made safe for entry and left open until WPLCo installs test leads and inspects WPLCo's exposed pipe.
22. Excavator shall abide by all state and federal safety laws, 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.

Exhibit B – Project Specific Requirements

THIS DOCUMENT PREPARED BY:

Andrea Crowley
Griffin & Gallagher, LLC
10001 S. Roberts Road, Palos Hills, IL
60465

AFTER RECORDING RETURN TO:

Village of Tinley Park
Village Hall
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

**MARQUETTE BANK F/K/A
MARQUETTE NATIONAL BANK**

GRANT OF EASEMENT

The undersigned MARQUETTE NATIONAL BANK, a National Banking Association, as trustee under Trust Agreement dated February 18, 2000, known as Trust No. 15084, (herein referred to as Grantor”) for and in consideration of the sum of Ten(\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto The Village of Tinley Park, an Illinois municipal corporation, having its office at 16520 S. Oak Park Avenue, Tinley Park , IL 60477, (herein referred to as “Grantee”), its successor and assigns, the right, privilege and easement to install, construct, operate, maintain, protect, repair, test, alter, replace, move, abandon, access, inspect or remove a storm water conveyance system and all other appurtenance and equipment incidental thereto, according to the conditions as hereinafter set forth , on, over, under, across and through the following described land of Grantors in the County of Will, State of Illinois, said Easement being described and depicted on the Plat of Easement attached hereto and, by reference, incorporated herein as Exhibit “A”.

To have and to hold said easement, rights and privileges together with all and singular privileges and appurtenance thereto in anyway belonging unto Grantees, their successors and assigns, forever or until such time as Grantees, their successors and assigns release or relinquishes in writing the rights herein granted. Grantors do hereby bind themselves, their heirs, successors and assigns to warrant and forever defend the said premises unto Grantees, their successors and assigns, against every person whomsoever lawfully claims same or any party thereof.

1. Grantor may use and enjoy said premises subject, however, to the rights an easement granted herein to Grantees; provided Grantor shall not construct or maintain or permit to be constructed or maintained, any house, structure, pond, reservoir, or obstruction on, over or under the lands and property covered by this easement and Grantor will not substantially change the grade over the storm water conveyance or appurtenances.
2. During the original construction only, Grantee may utilize additional areas as described on the Conveyance Parcel Depiction attached hereto as Exhibit “B” that portion of the Grantor’s property identified herein as necessary.

3. Grantee shall, after any excavation or construction within Easement Property, fill, level, and restore the surface of the ground and roadway thereon to substantially the same condition it was in when entered upon by Grantee. After the storm water conveyance system is initially installed, Grantee shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Easement Property.
4. Grantors hereby acknowledge that they hold no ownership of, control of, and title to water pipes, pumps, gates, valves, transmission and collection lines, manholes, effluent lines and all other equipment, appurtenances or facilities which may be installed on or used by Grantee in connection with the Easement Property or its storm water conveyance system, the same are held free and clear of all encumbrances or claims, including claims for payments by Grantors, their grantees, successors or assigns.
5. This Agreement shall be considered as a covenant running with the land and the terms, conditions, and provisions of this Agreement shall extend to and being binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.
6. The easement may be used by Grantee's agents, representatives, employees, contractors and subcontractors for the purpose of and on all terms herein provided.
7. The undersigned release and waive all rights under and by virtue of the Homestead Exemption Laws of this state.
8. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the Grantor and Grantee, or their agents.
9. Except as otherwise agreed to between Grantor and Grantee, Grantee will indemnify Grantors, their heirs, successors, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the laying, maintenance, removal, repair, use or existence of the storm water conveyance system, including damage to such storm water conveyance system or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts of Grantors, their heirs, legal representatives, invitees, successors, assigns or of third parties.

SIGNATURE PAGES TO FOLLOW

Executed this 15th day of April, 2020.

GRANTOR: **MARQUETTE BANK FKA/
MARQUETTE NATIONAL BANK**

MARQUETTE NATIONAL BANK TRUST 15084
AND NOT PERSONALLY

By: 
Joyce A. Madsen
Its: TRUST OFFICER

STATE OF ILLINOIS)

)
COUNTY OF COOK)

* MARQUETTE BANK
LAND TRUST DEPARTMENT

This instrument is executed by the Marquette Bank,
not personally, but only as Trustee, and no personal
liability is assumed by or shall be enforced against
said Marquette Bank because of or on account of
the making of this instrument.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Joyce A. Madsen TRUST OFFICER** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed, and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Date: 4/15/2020


Notary Public

My commission expires: 4-25-23



EXHIBIT A

LEGAL DESCRIPTION

Magnuson - LEGAL FOR CONVEYANCE PARCEL: 06/28/19

That part of the Northeast 1/4 of Section 11, Township 35 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of Lot "A" in Brookside Glen P.U. D. Townhomes Phase 1, being a subdivision in the Northeast 1/4 aforesaid; thence North 05 degrees 49 minutes 00 seconds west 101.08 feet along the West line of said Lot "A"; thence South 89 degrees 22 minutes 42 seconds West 198.92 feet, to the point of beginning; thence continuing South 89 degrees 22 minutes 42 seconds West 30.00 feet; thence North 00 degrees 37 minutes 18 seconds West 220.0 feet; thence South 89 degrees 22 minutes 42 seconds West 117.0 feet; thence North 27 degrees 33 minutes 20 seconds West 358.30 feet, to the Easterly Right of Way line of Commonwealth Edison Company property; thence South 10 degrees 53 minutes 33 seconds West, along said Right of Way line, 516.14 feet to the Northwest corner of Out lot Q in Brookside Glen PUD Unit 5; thence South 71 degrees 21 minutes 23 seconds East, along the North line of said Brookside Glen PUD Unit 5 and Brookside Glen Unit 1, 309.46 feet; thence South 78 degrees 58 minutes 31 seconds East, along the North Line of Brookside Glen Unit 1, 122.72 feet, to the Southwest corner of the pump station parcel; thence North 0 degrees 37 minutes 18 seconds West, along the West line of said pump station parcel, 93.20 feet to the point of beginning, in Will County, Illinois.

EXHIBIT B
CONVEYANCE PARCEL DEPICTION

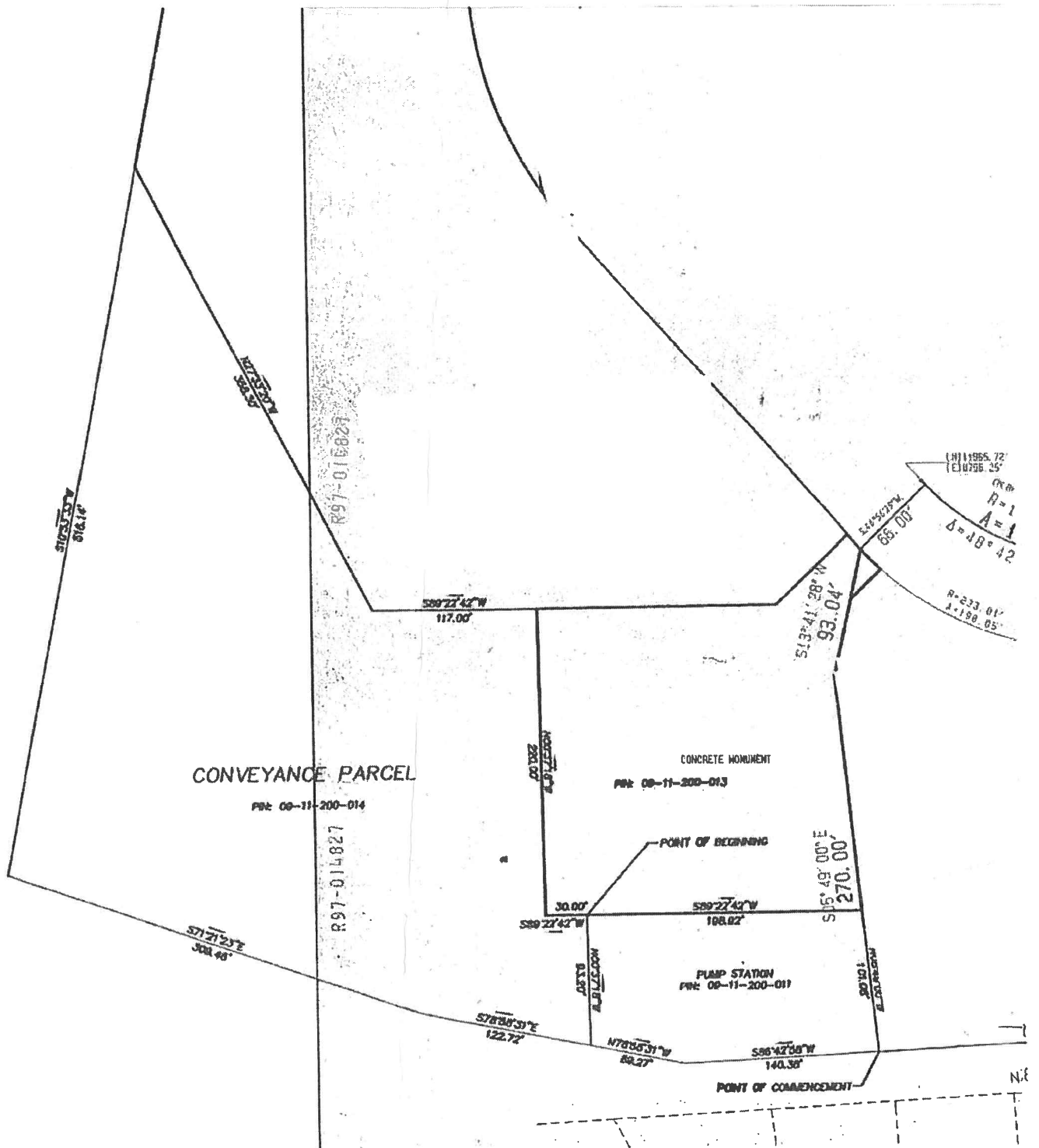


EXHIBIT C

WOLVERINE PIPELINE CONSENT TO EASEMENT AGREEMENT

UTILITY CROSSING AGREEMENT

File # WL-0127

Date: August 21, 2019

Between Wolverine Pipe Line Company ("Wolverine") and One Magnussen Lane, LLC ("Magnussen") in the South Half of the North Half of Section 11, Township 35 North, Range 12 West with PIN number 19-09-11-200-013-0000.

WHEREAS, Wolverine Pipe Line Company ("Wolverine") owns one or more petroleum pipelines and Magnussen intends to build a 48-inch storm sewer that will cross under one or more of Wolverine's pipelines in the above referenced area, and

WHEREAS, Wolverine and Magnussen desire to enter into this Crossing Agreement to establish protocols and procedures to ensure the safe construction, maintenance, and operation of Magnussen's facilities in the vicinity of Wolverine's pipeline(s).

NOW THEREFORE, inconsideration of the premises, Wolverine's non-objection to the proposed crossing, and other good and valuable consideration, the undersigned parties hereby agree as follows:

- 1 Magnussen's crossing shall be made and installed at its sole cost and expense and in accordance with all applicable laws, rules and regulations relative to the construction of its facility, including without limitation, OSHA requirements for excavation and trenching. Additionally, Magnussen agrees to comply with the restrictions and requirement specified in Attachment A - WOLVERINE PIPE LINE COMPANY EXCAVATION / CONSTRUCTION RESTRICTIONS.
- 2 Any excavation within 25 feet of Wolverine's pipeline(s), shall contact the appropriate One-Call system (available by dialing "811") and the other company at least 72 hours before commencing work, or as required by regulations. Each contractor/subcontractor shall submit State One Call tickets (call 811) in accordance with the applicable One Call system's advance notification requirements for each different phase of the project that involves earth disturbance (grading, excavating, trenching, digging, etc.). Notwithstanding the foregoing, in the event of an emergency, Magnussen shall notify One Call and Wolverine promptly after it is determined that excavation is required.
- 3 Notice to Wolverine's field representative shall be given to Louis Kraus, Right of Way Agent, at 269.217.5158 (cell) or office, 269-323-2492, ext. 124. Please note that voice messages do not constitute notice, a two-way conversation must occur.
- 4 Except in the event of an emergency, notice of desired work start date should be given at least 48 hours in advance. A field representative for Wolverine will normally be on-site during excavation.
- 5 A new crossing shall be installed under any existing Wolverine pipeline(s) with at least 24 inches of clearance. Any change in the surface grade or elevation over or along the pipeline(s) and right-of-way must be approved in advance. Stockpiling including spoil, or topsoil over the pipeline(s), is not permitted, unless approved in writing by Wolverine's representative.
- 6 Each excavator should mark the area of proposed excavation in white (paint, stakes, etc.). No perpendicular digging will occur to initially expose Wolverine's pipeline(s) unless there are no other options and Wolverine's representative authorizes same. Mechanical excavation will cease once the earth has been removed to within two (2) feet of the Wolverine's pipeline. Shovels or other low/no risk excavation method will be used to manually clean the area above and below the line. After Wolverine's line has been initially located, the line shall be kept visible to any 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. No excavations shall be made on land adjacent to the pipeline(s) which will in any way impair or withdraw the lateral support and cause any subsidence or damage to the pipeline(s). If requested by Wolverine, the excavator shall install a bar across the teeth of the bucket during excavation.
- 7 If Wolverine's pipeline(s) is exposed during the excavation, the hole will be made safe for entry and left open until Wolverine installs test leads and inspects the exposed pipe.
- 8 Additional project specific requirements, if any, shall be included under Attachment B.
- 9 If possible and practical, permanent above ground markers identifying an underground crossing pipeline or utility shall be installed and maintained at the limits of the easement and/or the crossing.

10 Compliance with these terms and/ or any supplemental provisions agreed upon after notice of the proposed excavation does not relieve an excavating party or its contractors of any responsibility or liability in the event Wolverine's pipeline(s) or facilities are damaged in any way before, during or after the construction of the crossing or any subsequent maintenance or other work in the vicinity of the crossing. Accordingly, Magnussen shall indemnify, defend, and hold Wolverine, its parent, affiliates, and their directors, officers, employees, representatives and agents harmless against any and all loss (including reasonable attorney's fees), damages, cost or liability, personal injury, claims, actions or judgments that may arise or result from the negligent acts, omissions or willful misconduct of Magnussen or its contractors, employees, or agents, except to the extent caused by or resulting from the negligent acts, omissions or willful misconduct of Wolverine, its parent, affiliates, and their directors, officers, employees, representatives and agents.

11 Other Terms and Provisions:

Magnussen shall furnish Wolverine with proof of commercial general liability insurance providing coverage of no less than Two Million Dollars (\$2,000,000.00) for property damage and injury to or death of any person and include those policy extensions referred to as contractual liability, contractor's protective liability, employer's liability, cross liability or severability of interest clause, broad form property damage, sudden and accidental time element pollution coverage, products and completed operations liability (for a period of not less than twenty-four (24) months from the date facility construction is complete), commercial automobile liability coverage amount not less than Ten Million Dollars (\$10,000,000) for bodily injury and property damage, if applicable, Workers Compensation coverage providing statutory benefits, if applicable, Employer's Liability coverage with a single limit of at least One Million Dollars (\$1,000,000) for each accident, and in the aggregate for each employee, and non-owned automobile liability. Where an exposure exists, this policy shall also insure for blasting, explosion, and underground collapse (XCU coverage). Magnussen will add Wolverine and its affiliates as additional Insured and a waiver of subrogation to the policy. Such insurance coverage shall be maintained until completion of construction or maintenance of the Facility. Insurance limit requirements may be satisfied with an insurance policy or policies of umbrella or excess liability coverage required in this schedule on a "follow form" basis with coverage at least as broad as the underlying policy terms and conditions. The provision of insurance in accordance with this section shall not limit the excavating party's liability hereunder.

In Witness Whereof, the undersigned parties have caused their authorized representatives to indicate their agreement to the foregoing terms and provisions by executing this Crossing Agreement in the space provided below effective as of the first date written above.

Wolverine Pipe Line Company

One Magnussen Lane, LLC

By: Matthew P. Dunne

By: Karl Mayher

Name: Matthew P. Dunne

Name: Karl Mayher

Title: Vice President

Title: Manager

Date: 8/26/19

Date: 8/27/19

cc: Area Manager w/att
Land Agent w/att
Field Tech(s) w/att
WPL File No.

Exhibit A – WOLVERINE PIPE LINE COMPANY EXCAVATION / CONSTRUCTION RESTRICTIONS

Wolverine Pipe Line Company (WPLCo) requires the following restrictions and procedures to be applied to all work being performed within WPLCo's easement, unless exceptions are specifically agreed to in writing by a WPLCo Field Supervisor.

The excavator is responsible for all damages arising or resulting from excavator's activities within WPLCo's easement or in the vicinity of WPLCo's pipelines or other facilities.

1. Contact the appropriate One-Call system(s) (Michigan "MISS DIG", Indiana's "Indiana Underground Plant Protection Service" and Illinois "JULIE" or all are available by dialing "811") and WPLCo at least 48 hours before commencing work, or as required by regulations.
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3. Construction of any roads, highways, or streets in the Easement Area 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(s) 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(s) which will in any way impair or withdraw the lateral support and cause any subsidence or damage to the pipeline(s). 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. New pipelines or utilities should cross under WPLCo's pipeline(s) with at least 24 inches of clearance. 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 compacted cover is required for all parking or driving areas within the easement. Concrete paving and curbing must be constructed in break-out sections.
11. Pipeline/utility crossings should be as close to 90 degrees to WPLCo's pipeline as possible, but in any event at an angle of 30° or more, (but not lengthways and atop) of the pipeline(s).
12. All non-steel underground crossings shall be encased across the width of WPLCo's easement.
13. Fiber-optic cable and long-distance carrier underground 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. Also see 10 above for parking or driving areas within the easement.
15. Temporary construction roads may be required to protect WPLCo's pipeline(s). WPLCo must approve above ground crossings on the easement for excavation or heavy equipment.
16. Permanent aboveground markers identifying an underground 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(s), 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 pipeline(s) is exposed during the excavation, the hole will be made safe for entry and left open until WPLCo installs test leads and inspects WPLCo's exposed pipe.
22. Excavator shall abide by all state and federal safety laws, 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.

Exhibit B – Project Specific Requirements