

ACCESS AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between SUBURBAN PROPANE, L.P., having a principal place of business at 240 Route 10 West, P.O. Box 206, Whippany, New Jersey 07981-0206 (hereinafter termed "Suburban"), and CITY OF GREENFIELD (hereinafter termed "City"), having a principal place of business at 451 Meek Street, Greenfield, IN 46140.

RECITALS

WHEREAS, City desires to gain access to a parcel of real property owned by Suburban and located at 2309 East 300 North, Greenfield, IN (the "Suburban Plant Site") in connection with City's desire to survey and drill one core boring in connection with the installation of a 16" Ductile Iron Water Main from the IMI property on the Suburban Plant Site; and

WHEREAS, Suburban is willing to provide City with access to Suburban's Plant Site under the terms and conditions set forth in this Access Agreement.

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1), the terms and conditions of this Agreement and other good and valuable consideration the receipt of which is hereby acknowledged, City and Suburban agree as follows:

AGREEMENT

1. The foregoing recitals are incorporated into this Agreement by reference, as if fully set forth herein at length, and shall be considered terms of the Agreement.
2. Suburban does hereby grant to City, and its employees, representatives, agents, contractors, and subcontractors the limited right to enter upon the Suburban Plant Site, only as may be necessary to perform the activities outlined herein. In this capacity, Suburban does hereby grant to City, the limited right to survey and drill one core boring in connection with the installation of a 16" Ductile Iron Water Main from the IMI property on the Suburban Plant Site. Suburban shall be provided notification of the date(s) City intends on conducting such activities and no less than five (5) business days prior to said date(s).
3. All such work shall be at City's sole cost and shall be performed in a prompt, proper and workmanlike manner to the reasonable satisfaction of Suburban. Any activities not expressly described in paragraph 2 above shall not be performed unless expressly approved in writing by Suburban prior to commencement of any such work. Suburban shall have the right to have its representatives present while any activities are being conducted at the Suburban Plant Site. City shall ensure

that the above granted right is exercised subject to the rights of Suburban and its customers and invitees, and City will ensure that neither it nor its employees, representatives, agents, contractors and subcontractors will interfere with any business or operations conducted from the Suburban Plant Site. City agrees that while it is on the Suburban Plant Site it shall follow the instructions of Suburban employees. City shall at all times keep the Suburban Plant Site free from the accumulation of any debris and rubbish that may result from the performance of its or its representatives' work.

4. City acknowledges that Suburban stores LP-Gas at the Suburban Plant Site, that LP-Gas is flammable and explosive due to the physical characteristics of LP-Gas, and City agrees to take, and shall require its employees, representatives, agents, contractors and subcontractors to take, all necessary safety precautions while on the Suburban Plant Site premises and shall comply with all applicable State and Federal laws, rules, regulations and ordinances.
5. City, for itself, its representatives, successors, affiliates, successors and assigns, agrees to indemnify, defend and hold harmless Suburban, its representatives, successors, affiliates and assigns, from any and all claims, liability or damages (including but not limited to bodily injury, death and property damage) resulting from City's acts or omissions, or that of its employees, representatives, agents, contractors and subcontractors, in connection with any activities at the Suburban Plant Site by or on behalf of City including, but not limited to, any damage or destruction of any above ground or subsurface utilities, piping, systems or other structures located on or under the Suburban Plant Site, which may occur as a result of such activities. Furthermore, City, for itself, its representatives, successors, affiliates and successors and assigns, hereby agrees to indemnify, defend and hold harmless Suburban, its representatives, successors and assigns, from and against each and every loss, claim, liability, damage, penalty, fine, or judgment resulting from the activities of City or the failure of City or its representatives to comply with any laws, rules, regulations or orders of any federal, state or local agency or authority applicable to the activities relating to the Suburban Plant Site.

City shall provide Suburban with a physical Certificate of Insurance evidencing the following coverages prior to the commencement of the remedial activities: a) occurrence based, commercial general liability insurance coverage including products liability, contractual liability and completed operations coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with an insurance company that has a B+ or better rating from the A.M. Best Company or a like or similar rating from an equally recognized rating company; b) commercial automobile liability insurance coverage insuring against liability arising from the maintenance or

use of City's, non-owned and leased automobiles and trucks with a combined single limit of \$1,000,000 for bodily injury and property damage; and c) workers' compensation insurance coverage in the amount required by applicable state statute or regulation or evidence of a self-insured workers' compensation program which complies with applicable state statute or regulations. City shall provide Suburban a certificate of insurance, in the standard form utilized by City's insurance carrier.

The certificate of insurance shall identify the Certificate Holder as, and be forwarded to:

Suburban Propane Partners, L.P.
Attention: Risk Manager
240 Route 10 W, PO Box 206
Whippany, NJ 07981

These foregoing insurance coverages shall be maintained in effect during the entire term of this Agreement. The policy(s) shall include coverage for the liabilities assumed under this Agreement as an "insured contract" with regard to the Contractor's indemnity obligations hereunder and shall not contain intra-insured exclusions as between the insureds therein.

6. This Agreement shall remain in effect until all the remedial activities have been completed and all equipment, vehicles and debris have been removed from the Suburban Plant Site by City to the reasonable satisfaction of Suburban, provided, however, that Suburban may deny City and its employees, representatives, agents, contractors, and subcontractors access to the Suburban Plant Site and/or terminate this Agreement sooner at any time upon written notice if City or its employees, representatives, agents, contractors, and subcontractors breach any term or condition of this Agreement. At the termination of this Agreement, City shall promptly remove all of its and its representatives' tools, vehicles, equipment, machinery, materials and debris and leave the Suburban Plant Site in the substantially the same condition as existed at the commencement of this Agreement.
7. This Agreement shall be governed by and interpreted under the laws of the State of Indiana, without regard to its conflict/choice of law provisions. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full force and effect.
8. This Agreement represents the entire agreement of the parties regarding City's access to the Suburban Plant Site and supersedes all prior agreements, writings,

understandings representations and all other communications whether oral or written. This Agreement may only be changed or modified through the written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Greenfield

Suburban Propane, L.P.

By: _____

By: P. Lal

Title: _____

Title: Sr. VP, General Counsel
& Secretary