

the physical condition which existed prior to said work, or a condition agreed to by both parties; however, at the option of Grantor, the Grantee will instead provide reasonable and sufficient monies to Grantor to complete such rehabilitation. Grantee further agrees that the pipeline, as constructed, will be a minimum of forty-two (42) inches below the surface of the natural ground and a minimum of twenty-four (24) inches below every Grantor's pipeline which Grantee's pipeline crosses.

The easement and rights hereby granted are subject to all other easements, exceptions, reservations, rights, and encumbrances either of record or evidenced physically on Grantor's premises, and are granted without any warranty of title, express or implied, by Grantor.

By accepting and recording this easement, Grantee agrees:

1. That Grantor must approve the design of the pipeline to be placed within the above-described easement. The pipelines shall be designed, constructed, tested, and operated in accordance with applicable safety rules and regulations published by federal and/or state regulatory agencies having jurisdiction. However, the minimum requirements shall be in accordance with the editions of ANSI Code B31.4 and 49 C.F.R. Part 195 in effect at the time of the execution of this agreement as a class 3 location, shall have 100% of all welds x-rayed, and the pipe hydrostatically tested after construction. All pipe shall meet API Specification 5L in effect at the time of this agreement. Grantee will not perform any non-emergency operation, including but not limited to the digging necessary to construct and to maintain the pipeline within the above-described easement which involves entry on the right of way without first notifying Grantor forty-eight hours in advance of the operation and obtaining Grantor's approval of the operation. Grantor, upon being notified of Grantee's nonemergency entry into the right of way, will have the option to place a representative on said right of way to observe, inspect, and otherwise insure compliance with all terms of said easement agreement; when Grantor chooses to utilize an on site representative, Grantee shall bear the reasonable costs of this representation, and Grantee agrees to reimburse Grantor for this actual cost amount within a reasonable period following completion of Grantee's work and billing by Grantor. When Grantee performs emergency work on right of way, Grantee will notify Grantor within a reasonable time, the nature and extent of emergency work. At Grantor's option, a representative may then be placed on the right of way after the fact to insure easement agreement compliance; reimbursement for Grantor's representative will be as specified in the preceding paragraph. Failure by Grantor to respond within 48 hours of Grantee's notice will serve as acceptance of said operation.

2. Should Grantee's line ever conflict or interfere with Grantor's construction of improvements or other use of the property, Grantee, at its own cost and expense will at any time and from time to time upon one hundred eighty (180) days written notice relocate said pipeline at such other points upon Grantor's property as Grantor may from time to time designate.
3. That Grantee's line shall be cathodically protected in a manner which will not interfere with the existing protection systems of Grantor or other existing pipelines. In the event Grantor's protection system encounters interference from Grantee's system, Grantee will take the necessary steps to prevent the interference.
4. Grantee agrees to protect, indemnify, and hold Grantor harmless from and against:

Any and all liability, claims, demands, causes of action, suits, litigation and judgments (Grantee to defend all litigation or pay all costs and expenses including attorneys' fees incurred by Grantor in the defense of such litigation brought against Grantor) of every kind and character arising in favor of Grantee or third parties, on account of injuries to or death of persons or damage to or destruction of property of Grantee or others; loss of or damage to any property of Grantor and injury to or death of any of Grantor's employees growing out of or connected with the installation, maintenance and presence of said pipeline on Grantor's premises. Nothing herein shall be construed to indemnify Grantor against losses or damages occasioned by Grantor's sole negligence.

5. That Grantor shall have the right to terminate this easement upon breach of any agreement contained herein and following Grantee's refusal to cure such breach following reasonable notice by Grantor; and that, the failure of Grantor to terminate for any such breach shall not constitute a waiver of any subsequent breach of that, or any, agreement; and that, upon termination Grantee will remove its pipeline and equipment within sixty (60) days from the day notification is received by Grantee leaving the land in as good a condition as it was prior to removal; and that, if Grantee's pipeline and equipment are not removed within the said sixty (60) days, then Grantor can either have the pipeline and equipment removed at Grantee's expense or keep the pipeline and equipment as its own.

6. Grantee shall furnish 4 copies of applicable as-built drawing(s) clearly showing pipeline plan and profile of Grantee's installed pipeline and plan view identifying location of above ground and buried facilities within 50 feet of Grantee's pipeline. Said drawing(s) shall be certified accurate by a registered professional engineer in the State of Indiana.

It is understood that this grant of pipeline right of way and easement does not constitute a conveyance of the land described herein or of the minerals therein and thereunder but grants only the rights provided above.

Grantee agrees that, after commencing construction, it will pursue the work diligently to effect prompt completion of the pipeline, and following construction of the pipeline, it will restore the surface of the land traversed by the pipeline, as nearly as is practicable, to the condition in which it existed prior to construction.

The rights granted herein shall not be assigned by Grantee without the express and explicit written consent of Grantor, which consent shall not be unreasonably withheld.

The obligations undertaken by Grantee hereunder shall be deemed covenants running with the land.

EXECUTED this 16th day of May, 2004.

ATTEST:

GRANTOR:

EXPLORER PIPELINE COMPANY

BY

Curtis L. Craig
Curtis L. Craig
Secretary

BY

Tim Felt
Tim Felt
President & CEO

ATTEST:

GRANTEE:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP
By Enbridge Pipelines (Lakehead) L.L.C.
As General Partner

BY

S. Mark Curwin
NAME S. MARK CURWIN
TITLE CONTRACT COUNSEL

BY

Douglas B. Aller
NAME DOUGLAS B. ALLER
TITLE AUTHORIZED AGENT

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 }
 } SS.
COUNTY OF TULSA }

BEFORE me, the undersigned authority, a Notary Public of Tulsa County, on this day personally appeared Tim Felt, President & CEO, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Explorer Pipeline Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 6th day of May, 2004.

Katrina M. Greening

NOTARY PUBLIC in and for Tulsa County, Oklahoma

My Commission Expires: 1/18/06
Comm # 02001178



KATRINIA M. GREENING
Tulsa County
Notary Public in and for
State of Oklahoma
My commission expires Jan. 18, 2006.

STATE OF WISCONSIN }
 }
 } SS.
COUNTY OF DOUGLAS }

Document is NOT OFFICIAL!

This Document is the property of

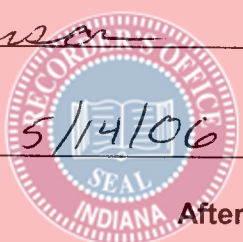
Before me, the undersigned, a Notary Public, on this day personally appeared Douglas B. Aller, as Authorized Agent of ENBRIDGE ENERGY, LIMITED PARTNERSHIP, a limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of April, 2004.

Janice M. Larson

NOTARY PUBLIC

My Commission Expires: 5/14/06



Janice M. Larson
Notary Public
State of Wisconsin

This document drafted by:

After recording, return document to:

S. Mark Curwin
Enbridge Energy
119 North 25th Street East
Superior, Wisconsin 54880

Douglas B. Aller
Enbridge Energy
119 North 25th Street East
Superior, Wisconsin 54880

EXHIBIT A

Page 1 of 2

PIPELINE RIGHT-OF-WAY EASEMENT

Right-of-Way Description

Property of Explorer Pipeline Company

PROPERTY LEGAL DESCRIPTION:

Parcel A: Parcel Number 20-13-1-68

That part of the Southeast quarter of Section 4, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, Beginning at a point on the East line of the Southeast quarter of said Section 4 at a distance of 317.93 feet North of the Southeast corner of the Southeast quarter of said Section 4; thence West along a line, parallel to the South line of the Southeast quarter of said Section 4 a distance of 1082.08 feet to the center of Central Avenue Drainage Ditch; thence Northwesterly along the Center line of said drainage ditch 207.56 feet more or less, to a bend in the ditch line; thence continuing along the Center line of said drainage ditch in a Northwesterly direction 664.50 feet more or less to a point 876.3 feet North of the South line of the Southeast quarter of said Section 4; thence North along a line parallel to the West line of the Southeast quarter of said Section 4 a distance of 312.78 feet; thence East along a line parallel to the South line of the Southeast quarter of said Section 4 a distance of 1653.64 feet to the East line of the Southeast quarter of said Section 4; thence South along the East line of the Southeast quarter of said Section 871.15 feet to the place of beginning, subject to the use of the East 30 feet thereof which embraces in Central Avenue, all in the Town of Schererville, Lake County, Indiana.

Parcel B: Parcel Number 20-13-1-53

Part of the South East $\frac{1}{4}$ of Section 4, Township 35 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana as follows: Beginning at the South East corner of Section 4 thence running North $0^{\circ} 30'$ West on the East line of said Section 4 a distance of 317.93 feet. Thence West $0^{\circ} 0'$ on a line parallel to the South line of said Section 4 a distance of 1082.08 feet more or less to the center line of a drainage ditch, thence South $67^{\circ} 19'$ East along the center line of said drainage ditch a distance of 746.64 feet more or less to the North line of Division Street thence South $0^{\circ} 30'$ East a distance of 30 feet to the South line of Section 4, Thence East $0^{\circ} 0'$ along the South line of said Section 4 a distance of 356.50 feet to the place of beginning. Subject to the East 30 feet which is reserved for street purposes known as Central Avenue all in the Town of Schererville, Lake County, Indiana, Containing 5 acres more or less.

EXHIBIT A

Page 2 of 2

PIPELINE RIGHT-OF-WAY EASEMENT

Right-of-Way Description
Property of Explorer Pipeline Company

RIGHT-OF-WAY DESCRIPTION ACROSS ABOVE-DESCRIBED PROPERTY:

ENBRIDGE TRACT NUMBER: N-532-6L

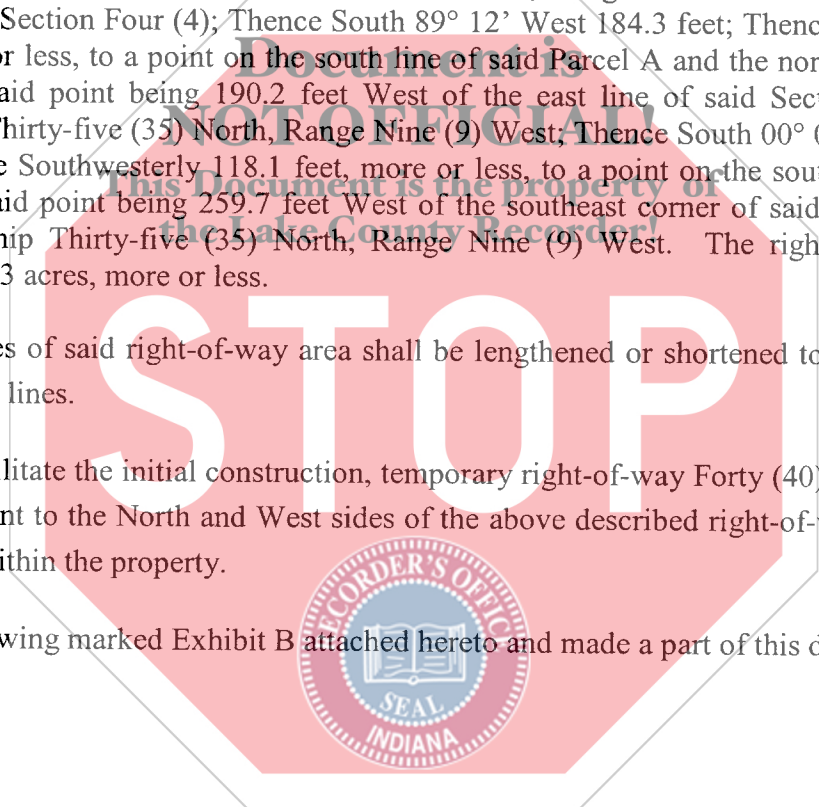
A thirty-foot (30') right-of-way area lying ten feet (10') North and West of and twenty feet (20') South and East of a line described as follows: (Bearings based on State Plane Zone IL-East NAD 83)

Beginning at a point on the east line of said Parcel A, being 581.5 feet North of the south line of said Section Four (4); Thence South $89^{\circ} 12'$ West 184.3 feet; Thence South 261.9 feet, more or less, to a point on the south line of said Parcel A and the north line of said Parcel B, said point being 190.2 feet West of the east line of said Section Four (4), Township Thirty-five (35) North, Range Nine (9) West; Thence South $00^{\circ} 07'$ East 217.7 feet; Thence Southwesterly 118.1 feet, more or less, to a point on the south line of said Parcel B, said point being 259.7 feet West of the southeast corner of said Section Four (4), Township Thirty-five (35) North, Range Nine (9) West. The right-of-way area contains 0.53 acres, more or less.

The sidelines of said right-of-way area shall be lengthened or shortened to terminate on the property lines.

Also, to facilitate the initial construction, temporary right-of-way Forty (40) feet in width lying adjacent to the North and West sides of the above described right-of-way area, and contained within the property.

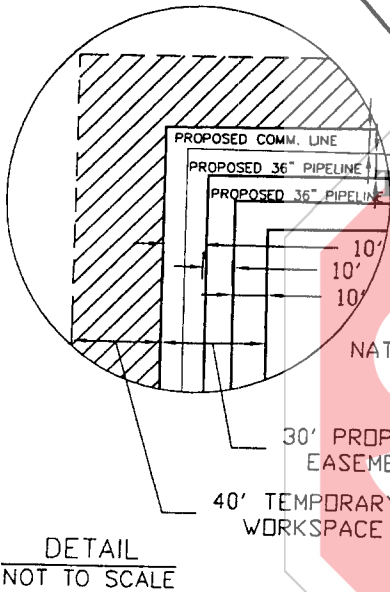
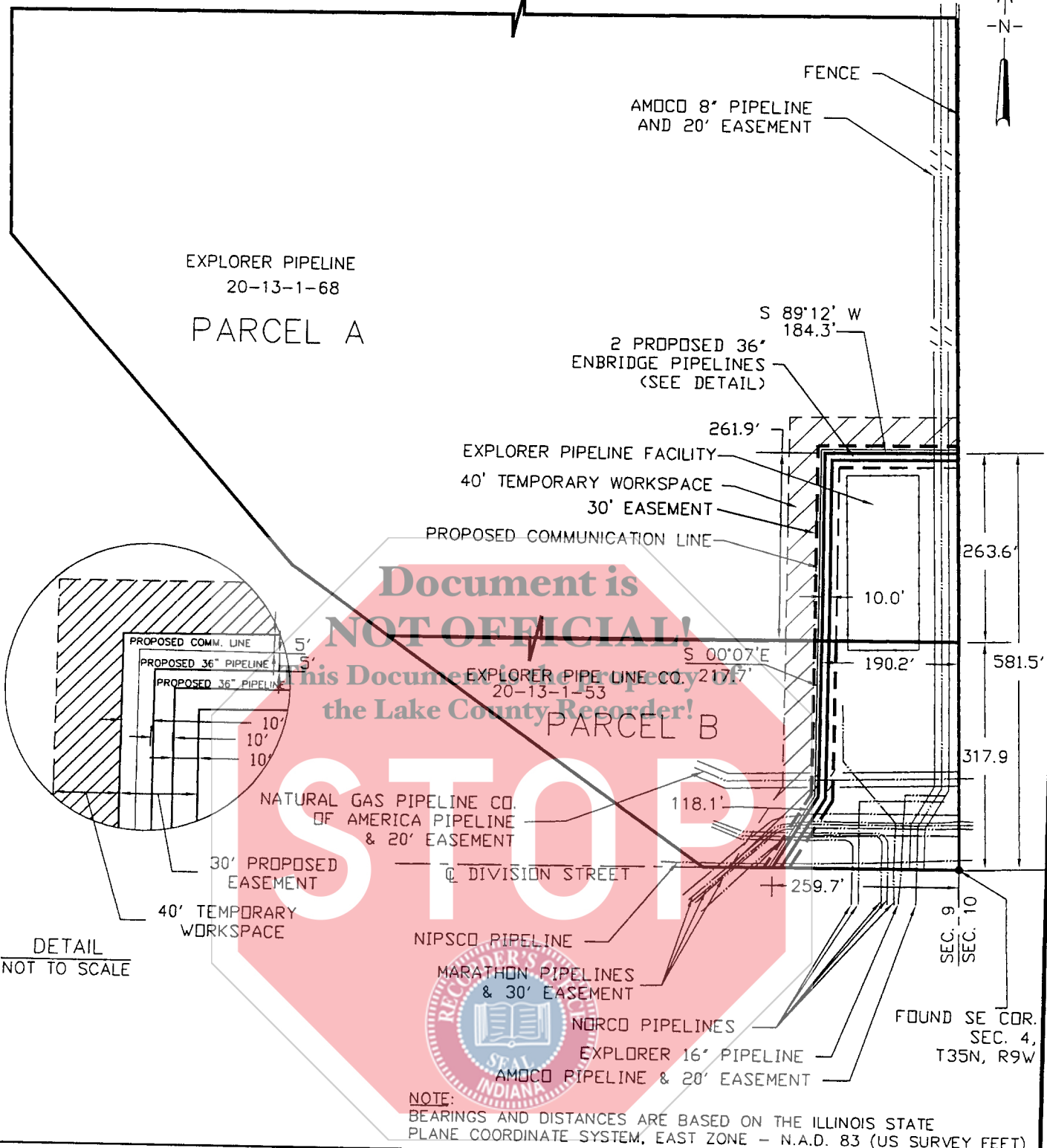
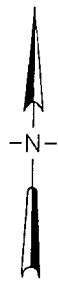
See also drawing marked Exhibit B attached hereto and made a part of this document.



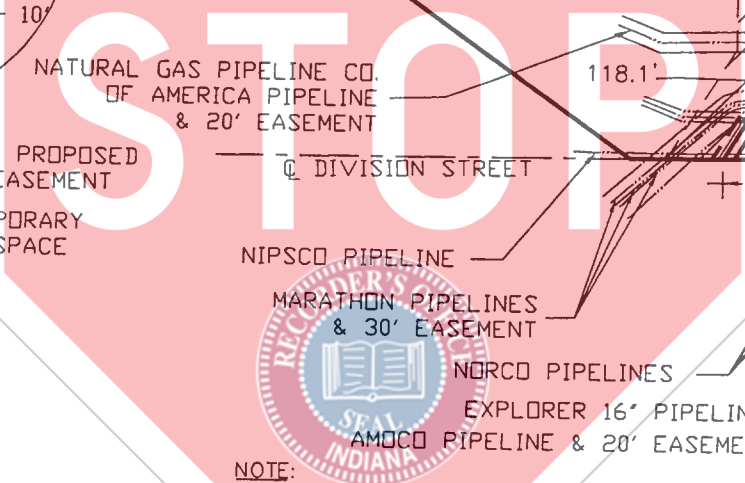
LAKE COUNTY, INDIANA

ST. JOHN TOWNSHIP SEC 4, T35N, R9W

SEC. 4
SEC. 3



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



NOTE:
BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE
PLANE COORDINATE SYSTEM, EAST ZONE - N.A.D. 83 (US SURVEY FEET)

NOTES:
REFERENCE DRAWING:
GRIFFITH LATERAL
ROUTE SHEET NO. 01

L.W. SURVEY ENGINEERING AND DESIGN COMPANY				
NO.	REVISION	DATE	APPR.	
2	Resubmitted	3-18-04	KG	
1	Submitted	4-16-03	KG	
SCALE	DATE	DRAWN	APPROVED	APPROVED
1" = 200'	3/27/03	DLD	LWS	

ENBRIDGE Enbridge Energy, Limited Partnership

GRIFFITH LATERAL PROJECT

EXHIBIT B

EXPLORER PIPELINE COMPANY

DRAWING NUMBER
20-13-1-68-53