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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
RECORDER

RIGHT-OF-WAY EASEMENT GRANT

TRACT NO. N-601-4



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CROSS REFERENCE: In accordance with Ind. Code § 32-23-2-5(a), the easements described herein burden real estate acquired by Grantor by deed dated **November 18, 1986** and recorded on **January 8, 1987**, as Instrument No. **895518** in the Office of the Recorder of **Lake County, Indiana**.

RIGHT-OF-WAY AND EASEMENT GRANT

R/W No.: N-601-4

KNOW ALL MEN BY THESE PRESENTS: That the undersigned **Buckeye Pipe Line Company L.P., a Delaware limited partnership, with an address of Five TEK Park, 9999 Hamilton Boulevard, Breinigsville, P.A 18031,** (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant and convey by this Right-of-Way and Easement Grant ("Agreement") to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 North 25th Street East, Superior, Wisconsin 54880, including its affiliates, grantees, successors and assigns (hereinafter called "Grantee"); an exclusive right-of-way and perpetual easement to construct, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol), remove, abandon in place, reactivate, repair, replace, and reconstruct one or more pipelines, together with any valves, fittings, communication systems, protective apparatus and all other equipment and appurtenances (collectively referred to as "facilities"), whether above or below grade, and conduct such other activities as may be convenient in connection therewith as determined by Grantee, for the transportation of crude oil and petroleum, and any product, by-product and derivatives thereof, whether liquid or gaseous, or any material or substance that can be conveyed through a pipeline; on, over, under, and across a strip of land, as described in Exhibit A attached hereto and incorporated herein (hereinafter called the "Right-of-Way"), on Grantor's lands also described on Exhibit A, together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with its safe and efficient operation and patrol of Grantee's facilities.

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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The Grantor further grants the Grantee the right of ingress and egress to and from the Right-of-Way across the lands of the Grantor for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted, together with the right to use such of Grantor's lands adjacent to each side of the Right-of-Way as is required during construction, maintenance and operation of Grantee's facilities; provided that Grantee shall not unreasonably interfere with the activities of Grantor in and around the Right-of-Way.

The aforesaid rights and easement are granted as and from the date hereof, shall be perpetual, and shall be on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee.

FIRST: Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the Grantor's Land and Right-of-Way, Grantor has the right and authority to make this grant without the consent or joinder of anyone else.

SECOND: The Grantee shall, at the time of construction of any pipeline, bury said pipeline at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation at the time of construction, and also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation of the pipeline(s) and Grantee's use of any of Grantor's lands adjacent to the Right-of-Way during construction. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the Grantor, one by the Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by the Grantor and the Grantee.

THIRD: Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the Right-of-Way and Grantee shall not be liable for damages caused by keeping said Right-of-Way clear of such trees, undergrowth and other obstructions in Grantee's exercise of the rights herein granted. The Grantor shall not unreasonably disturb, impair, materially increase the cost of, or interfere with the Grantee's facilities or Grantee's construction, operation maintenance (including cathodic protection systems), inspection (including aerial patrol), removal or abandonment in place, repair, replacement and reconstruction of those facilities or its access to them. Without limiting the foregoing, the Grantor shall not construct, place, excavate, drill, install, erect or permit to be constructed, placed, excavated, drilled, installed or erected on, over, under, through or across the said Right-of-Way any pit, well, boring, foundation, pavement, road or any other structure, improvement, installation or anything else whatsoever that might damage or affect the facilities or lateral or subjacent support for the facilities, whether temporary or permanent, natural or man-made; without Grantee's prior written consent. Grantor shall have the right to use and enjoy the surface of Grantor's Land to the extent that such use and enjoyment does not unreasonably conflict with the other provisions of this Agreement (including the restrictions above) or of any applicable law, or unreasonably conflict with, or interfere

with the exercise of, any of Grantee's rights at law or under this Agreement to the Right-of-Way or to the non-exclusive ingress and egress easement.

FOURTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property (including without limitation environmental damages due to product release from Grantee's pipeline(s)) or injuries to or death of any person to the extent resulting from Grantee's activities in connection with the Right-of-Way.

FIFTH: Grantor acknowledges receipt of payment of consideration from Grantee for the exercise of Grantee's rights hereunder in connection with the installation of the initial pipeline. Grantor's payment includes compensation for timber, if any, removed from the Right-of-Way, and the use of Grantor's lands adjacent to each side of the Right-of-Way as is required during construction, maintenance and operation of Grantee's facilities. Unless otherwise agreed in writing, any timber removed from the lands shall become Grantee's property. Grantee shall pay Grantor, prior to construction of each additional pipeline under this agreement, the sum of Ten Dollars (\$10.00) per acre for each acre that the additional pipeline(s) crosses the Right-of-Way. Grantee may increase the amount per acre in its sole discretion based on economic factors.

SIXTH: The Grantee shall have the absolute right, without further consent of the Grantor, to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SEVENTH: Any and all payments, communications or notices provided for herein may be served and shall be sufficient when served by depositing the same with the United States Post Office, with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor and Grantee, as applicable, at the addresses specified above as Grantor and Grantee's mailing addresses, or such other address as may be specified in writing by Grantor or Grantee or their respective successors or assigns from time to time.

EIGHTH: This Agreement, including all the covenants and conditions herein contained, shall be construed as creating a perpetual and exclusive Right-of-Way and easement on and shall run with the land owned by the Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and the Grantee.

NINTH: The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement. Should any provision of this Agreement be held, in a final and non-appealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions shall remain in the full force and effect, unimpaired by the holding.

TENTH: Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.



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IN WITNESS WHEREOF, Grantor and Grantee have executed this document as of this
19 day of September, 2013.

Grantor: Buckeye Pipe Line Company, L.P., a Delaware limited partnership

By: MainLine L.P., its general partner

By: MainLine GP Inc., its general partner

Signature: [Handwritten Signature]

Print Name: David G. Boone

Its: Manager, Right of Way, Permits & One Call,

STATE OF PENNSYLVANIA: }
COUNTY OF LEHIGH: } §
ACKNOWLEDGEMENT
Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

On this 19TH day of September, 2013, the above-named David G. Boone, acting in his capacity as Manager, Right-of-Way, Permits and One Call of MainLine GP, Inc., a Delaware corporation, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of MainLine GP, Inc. acting as the sole general partner of MainLine L.P., a Delaware limited partnership, with MainLine L.P. acting as the sole general partner of Buckeye Pipe Line Company, L.P., a Delaware limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teriann E. Williams, Notary Public
Upper Macungie Twp., Lehigh County
My Commission Expires July 1, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
[Handwritten Signature]
Notary Public

Grantee:

Enbridge Energy, Limited Partnership
By Enbridge Pipelines (Lakehead) L.L.C.
Its General Partner

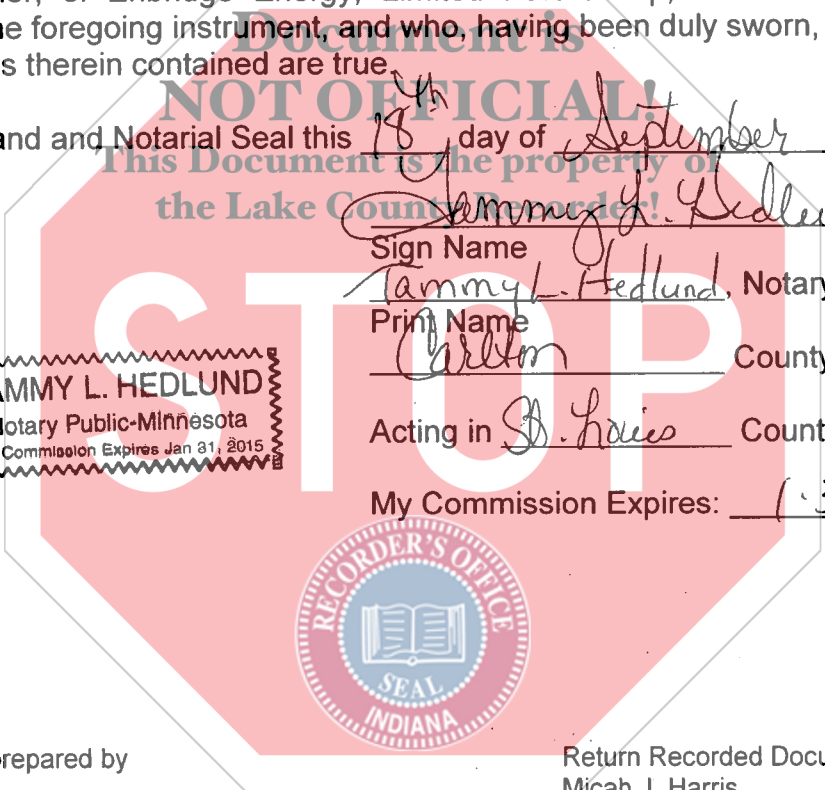
Signature: *Micah J. Harris*
Printed Name: Micah J. Harris
Title: Authorized Agent

ACKNOWLEDGEMENT

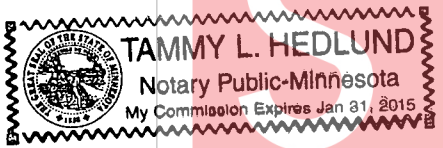
STATE OF Mn. }
COUNTY OF St. Louis } ss:

Before me, a Notary Public in and for said County and State, personally appeared Micah J. Harris, the duly authorized agent of Enbridge Pipelines (Lakehead) L.L.C., the General Partner, of Enbridge Energy, Limited Partnership, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of September, 2013.



Tammy L. Hedlund
Sign Name
Tammy L. Hedlund, Notary Public
Print Name
Carlton County, Mn.
Acting in St. Louis County, Mn.
My Commission Expires: 1-31-15



This instrument prepared by
Micah J. Harris
Enbridge Energy, Limited Partnership
4628 Mike Colalillo Drive
Duluth, MN 55807

Return Recorded Documents to:
Micah J. Harris
Enbridge Energy, Limited Partnership
4628 Mike Colalillo Drive
Duluth, MN 55807

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

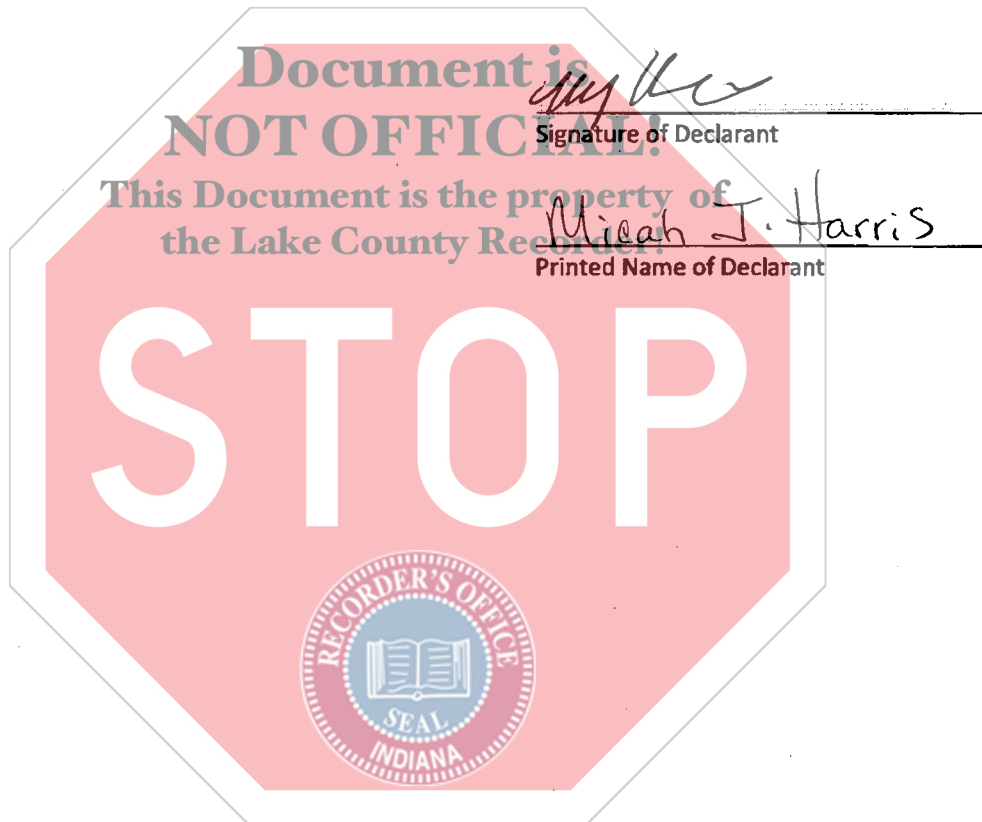


EXHIBIT A

Exhibit A attached to and made a part of this Right-of-Way and Easement Grant between **Buckeye Pipe Line Company, L.P., a Delaware limited partnership, with an address of 100 Buckeye Road, P.O. Box 368, Emmaus, PA 18049** (Grantor) and Enbridge Energy, Limited Partnership, a Delaware limited partnership (Grantee).

GRANTOR'S LAND LEGAL DESCRIPTION:

All that real estate situated in the County of Lake, in the State of Indiana, bounded and described as follows:

The East half of the Northwest quarter of the Northeast quarter of Section Three (3), Township Thirty-five (35) North, Range Nine (9) West of the Second Principal Meridian, containing twenty-three and fifty-six one hundredths (23 56/100) acres, more or less; Except, Lots #6 to #12 inclusive, as marked and laid down on the recorded plat of M. T. Hart's Second Addition to Griffith; the premises hereby conveyed to the Town of Griffith, County of Lake, and State of Indiana.

Also, that part of the West half of the Northeast quarter of the Northeast quarter and the West half of the Southeast quarter of the Northeast quarter and the East half of the Southwest quarter of the Northeast quarter of Section Three (3), Township Thirty-five (35) North, Range Nine (9) West of the Second Principal Meridian, lying North of the Right-of-Way of the Joliet & Northern Indiana Railroad and South of the Right-of-Way of the Grand Trunk Railroad, containing twenty-eight and sixty-four one thousandths (28 64/1000) acres, more or less.

Tax Parcel Number: 45-11-03-204-002.000-006

LEGAL DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED LAND:

Part of the Northeast 1/4 of Section 3, Township 35 North, Range 9 West, 2nd Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the North 1/4 Corner of said Section 3; thence South 00 degrees 28 minutes 00 seconds East (basis of bearings Indiana West 1302) 2258.71 feet along the West line of the Northeast 1/4 of Section 3; thence North 70 degrees 04 minutes 42 seconds East 702.06 feet along the Northerly line of the Joliet and Northern Indiana Railroad to the Southeast Corner of Lot 1 of Enbridge Griffith 6B Pump Station as recorded in Plat Book 105 Page 96; thence North 00 degrees 26 minutes 47 seconds West 27.34 feet along the East line of said Lot 1 to the Point of Beginning; thence continuing North 00 degrees 26 minutes 47 seconds West 63.66 feet along the East line

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of said Lot 1; thence North 70 degrees 02 minutes 09 seconds East 124.01 feet; thence North 74 degrees 39 minutes 21 seconds East 75.02 feet; thence North 19 degrees 57 minutes 50 seconds West 20.07 feet; thence North 74 degrees 39 minutes 21 seconds East 488.60 feet; thence South 17 degrees 24 minutes 45 seconds East 26.96 feet; thence North 74 degrees 39 minutes 21 seconds East 197.02 feet; thence North 07 degrees 56 minutes 38 seconds West 27.17 feet; thence North 74 degrees 39 minutes 21 seconds East 494.68 feet; thence South 00 degrees 26 minutes 56 seconds East 5.74 feet along the West line of Lot 2 of Re-subdivision of Lot 12 of Griffith Industrial Park as recorded in Plat Book 59, Page 15 ; thence South 70 degrees 04 minutes 42 seconds West 682.32 feet along the Northerly line of the Joliet and Northern Indiana Railroad; thence South 74 degrees 39 minutes 21 seconds West 443.14 feet; thence South 19 degrees 57 minutes 50 seconds East 20.07 feet; thence South 74 degrees 39 minutes 21 seconds West 132.62 feet; thence South 70 degrees 02 minutes 09 seconds West 142.86 feet to the Point of Beginning.

(Containing 60,653 square feet, more or less.)



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