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2014 0116684

T&C File No.: 11-889170-32

Grant of Easement

This Agreement is made and entered into this date of SEPTEMBER 25, 2013, by and between Marathon Pipe Line LLC ("MPL") and Enbridge Energy, Limited Partnership, a Delaware limited partnership ("GRANTEE").

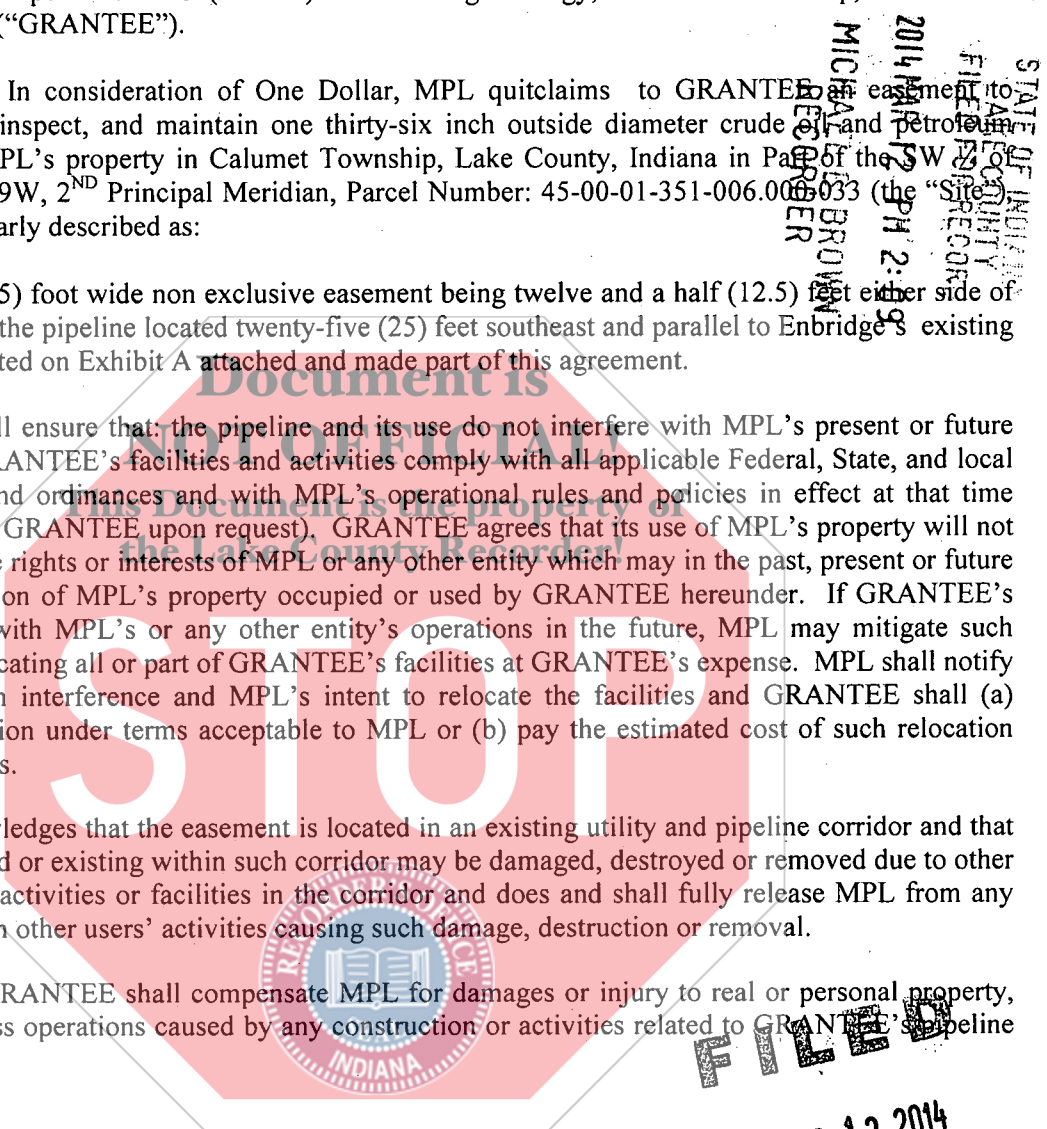
1. EASEMENT. In consideration of One Dollar, MPL quitclaims to GRANTEE an easement to construct, operate, inspect, and maintain one thirty-six inch outside diameter crude oil and petroleum pipeline through MPL's property in Calumet Township, Lake County, Indiana in Part of the SW 1/4 of Section 1, T35N, R9W, 2ND Principal Meridian, Parcel Number: 45-00-01-351-006.000.033 (the "Site" being more particularly described as:

A twenty-five (25) foot wide non exclusive easement being twelve and a half (12.5) feet on either side of the centerline of the pipeline located twenty-five (25) feet southeast and parallel to Enbridge's existing pipeline as depicted on Exhibit A attached and made part of this agreement.

2. GRANTEE shall ensure that: the pipeline and its use do not interfere with MPL's present or future operations; and, GRANTEE's facilities and activities comply with all applicable Federal, State, and local laws, regulations and ordinances and with MPL's operational rules and policies in effect at that time (copies available to GRANTEE upon request). GRANTEE agrees that its use of MPL's property will not materially affect the rights or interests of MPL or any other entity which may in the past, present or future coexist on the portion of MPL's property occupied or used by GRANTEE hereunder. If GRANTEE's facilities interfere with MPL's or any other entity's operations in the future, MPL may mitigate such interference by relocating all or part of GRANTEE's facilities at GRANTEE's expense. MPL shall notify GRANTEE of such interference and MPL's intent to relocate the facilities and GRANTEE shall (a) perform the relocation under terms acceptable to MPL or (b) pay the estimated cost of such relocation before it commences.

GRANTEE acknowledges that the easement is located in an existing utility and pipeline corridor and that anything constructed or existing within such corridor may be damaged, destroyed or removed due to other users', not MPL's, activities or facilities in the corridor and does and shall fully release MPL from any liability arising from other users' activities causing such damage, destruction or removal.

3. DAMAGES. GRANTEE shall compensate MPL for damages or injury to real or personal property, persons and business operations caused by any construction or activities related to GRANTEE's pipeline in any manner.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER
2014 MAR 12 PM 2:19
MICHAEL E. BROWNE
RECORDER

FILED
MAR 12 2014
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

22.00
CAH
MNCUR

4. **INDEMNITY.** *To the maximum extent permissible by law, GRANTEE shall indemnify, defend and hold harmless MPL, its affiliates and their employees, contractors and agents from any Claim relating to or arising from (i) any activity by or on behalf of GRANTEE or (ii) the existence or operation of GRANTEE's pipeline, excluding any Claim arising from the intentional misconduct or gross negligent of MPL. "Claim" includes without limit any claim, liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss. If GRANTEE fails to keep any promise or covenant in this Agreement or any amendment thereto, GRANTEE shall pay to MPL all MPL's costs and attorney fees in enforcing performance.*

5. **INSURANCE.** Before any work by or on behalf of GRANTEE at or adjacent to the Site, GRANTEE shall provide, maintain and deliver to MPL a certificate of insurance described below with financially responsible insurance companies acceptable to MPL with policy limits not less than those indicated below which, except for workers' compensation and contractual liability, names MPL as an additional insured.

- A. Workers Compensation Insurance including occupational disease for the full statutory limits and Employers' Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, applicable to all persons employed by Company.
- B. Commercial General Liability Insurance covering bodily injury, death, and property damage, including Contractual Liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- C. Business Automobile Liability Insurance for owned, hired, or non-owned motor vehicles to cover liability for bodily injury, including death or damage or destruction of property with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. This policy shall include Contractual Liability.
- D. Sudden and Accidental Pollution Liability Insurance to cover liability for bodily injury, property damage, including loss of use of property, cleanup costs, and defense costs with a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence. Said insurance shall be endorsed to include the property leased and occupied by Company under this Lease Agreement.
- E. Property or self-Insurance with limits sufficient to cover Company's risk of loss to MPL for demolition, cleanup and removal of debris from the Premises in the event of a claim and to restore the Premises to the same condition as existed prior to the commencement of this Lease Agreement.

All insurance coverages except for workers' compensation, automobile and property shall waive all express or implied rights of subrogation against the Indemnified Parties, except in states where such waivers are prohibited by law. All deductibles and self-insured retentions, including defense costs, are the sole responsibility of Company. Company shall give MPL thirty (30) days advance written notice prior to any cancellation, in coverage,

6. **TERMINATION.** MPL may terminate the easement upon the removal, disrepair, or non-use of the pipeline or upon breach of this Agreement after 60 days written notice. Notwithstanding the costs of improvements and alterations incurred by GRANTEE, MPL's right to terminate the easement shall be without compensation to GRANTEE in any manner whatsoever. Should the easement be terminated in any manner, GRANTEE shall, at GRANTEE's sole cost, completely restore the property as nearly as possible to the condition existing before the construction of the pipeline and, at MPL's option, (i) remove any improvements or facilities on MPL's property or (ii) convey all real and personal property on MPL's and adjoining property to MPL.

7. **EFFECT OF AGREEMENT.** This Agreement shall bind and benefit the parties' successors and assigns, however, no assignment of the easement or any of the rights hereunder by GRANTEE shall be valid without MPL's express, written consent. GRANTEE's successors and assigns shall assume full liability for all obligations of GRANTEE and its successors and assigns. Any unauthorized act of assignment by GRANTEE shall constitute a substantial breach of this Agreement and shall render this Agreement a nullity, and it will be deemed an event triggering MPL's right to terminate. The terms of this Agreement shall be independent of, and unless otherwise expressly stated, survive execution of any further agreements. If any provision of this Agreement is deemed void, invalid, or unenforceable by a court or tribunal of competent jurisdiction, such provisions shall be stricken without effect on the remaining provisions. MPL's failure or delay in exercising any right, power or privilege hereunder shall not operate as a waiver thereof or preclude the exercise of any other right, power or privilege hereunder. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein.

8. Immediately upon construction, GRANTEE shall provide MPL the following GPS data with 10 cm accuracy and pursuant to MPL data requirements. GRANTEE shall obtain, for all facilities within any excavation area (including drills and bores) within 200 feet of the Site:

- a. horizontal and grade elevation data for the pipeline centerline at intervals of 10 feet along straight segments of pipe and at the endpoints, centerpoints, and elsewhere at 5 feet intervals along curved segments of pipe;
- b. appurtenance (valve, test station, vent, marker, etc.) locations;
- c. property boundaries, including road right of ways;
- d. waterways, including culverts and ditches; and
- e. utility facilities (including all rail, cable, pipe and poles).

GRANTEE shall provide MPL a separate shapefile for each pipeline, property parcel, waterway, and utility facility and pipeline depth data (top of pipe to ground) at each GPS data collection point. GRANTEE shall provide MPL similar data should GRANTEE perform future excavation work.

MARATHON PIPE LINE LLC

By: Scott Turner

Name: SCOTT TURNER

Title: Manager,
Field Services & Planning

WITNESSES:

Signature: [Signature]

Name: Edward S. May

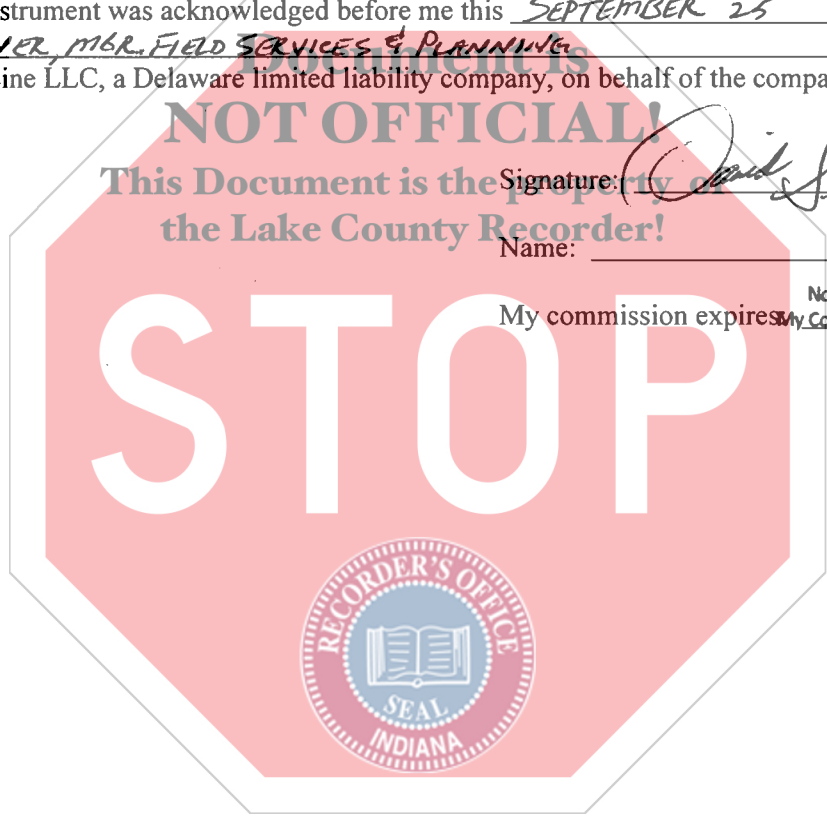
Signature: [Signature]

Name: Andy Oswalt



State of OHIO)
) ss
County of HANCOCK)

The foregoing instrument was acknowledged before me this SEPTEMBER 25, 20 13
by SCOTT TURNER, MGR. FIELD SERVICES & PLANNING of
Marathon Pipe Line LLC, a Delaware limited liability company, on behalf of the company.




Signature: [Signature]

Name: David S. Wisner

David S. Wisner
Notary Public, State of Ohio
My Commission Expires 2/25/2017

GRANTEE

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

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

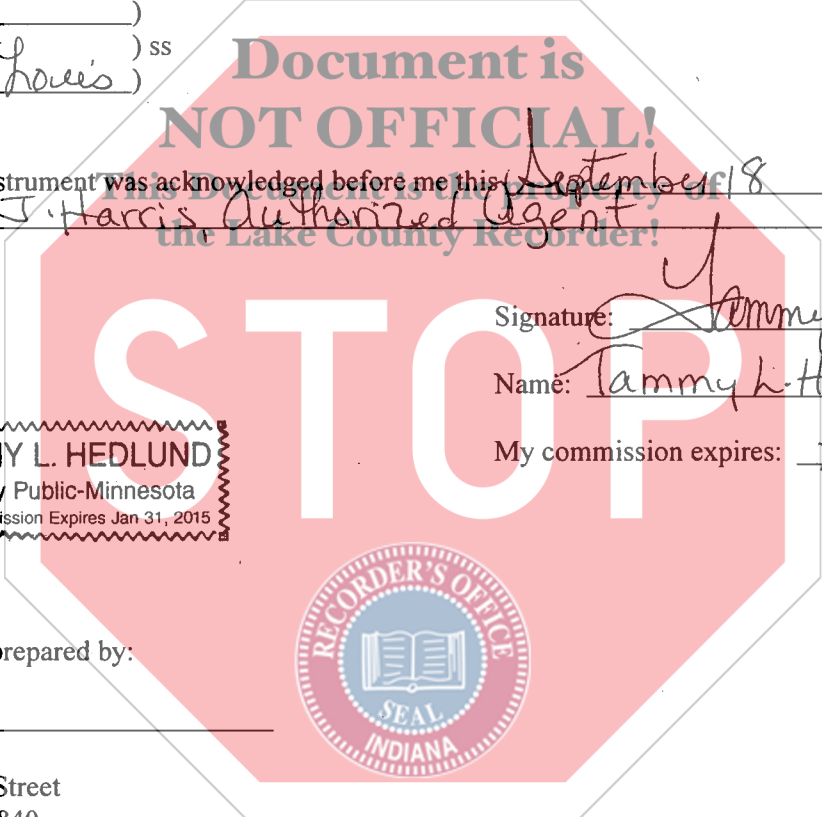
WITNESSES:

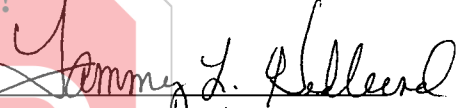
Signature: _____
Name: _____

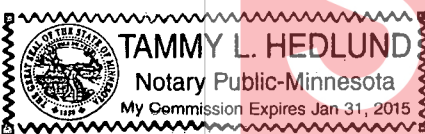
Signature: _____
Name: _____

State of Mn.)
County of St. Louis) ^{SS}

The foregoing instrument was acknowledged before me this September 18, 2013
by Micah J. Harris, Authorized Agent



Signature: 
Name: Tammy L. Hedlund
My commission expires: 7-31-15



This instrument prepared by:

John J. Staler
539 South Main Street
Findlay, Ohio 45840

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.

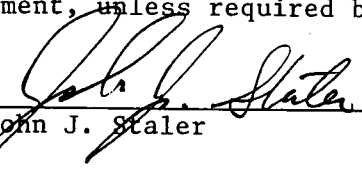
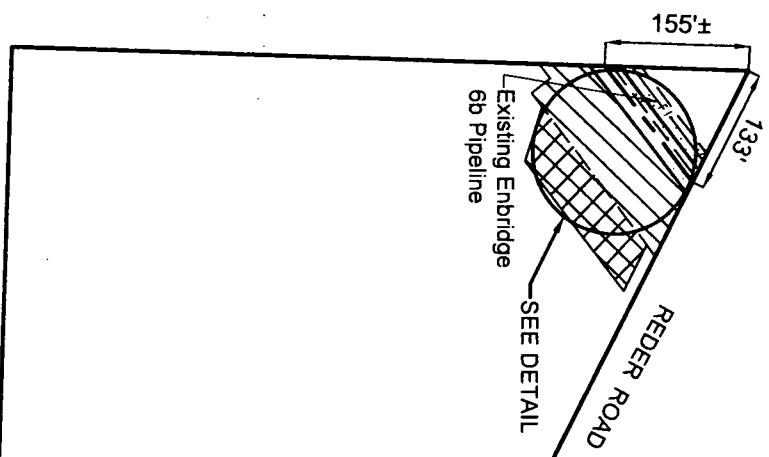

John J. Staler

EXHIBIT A
 PART OF THE SOUTHWEST 1/4 SECTION 1, TOWN 35 NORTH, RANGE 9 WEST,
 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA



- PROPOSED 6B REPLACEMENT
156' LINEAR FEET (APPROX)
- EXISTING EASEMENT
0.076 ACRES (APPROX)
- PROPOSED NEW EASEMENT 25' WIDE
0.094 ACRES (APPROX)
- TEMPORARY WORK SPACE
0.290 ACRES (APPROX)
- ADDITIONAL TEMPORARY WORK SPACE
0.206 ACRES (APPROX)

NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APP'D
1	ADDED PIPELINE DIM	DM	4/3/13		
2	REVISED CALC'S	DF	7/29/13		
3	REVISED NEW EASEMENT DF	DF	8/19/13		
4					

TRACT N-603-2
LAND ACQUISITION MAP
LINE 6B REPLACEMENT
SEGMENT 1A
 LAKE COUNTY, CALUMET TOWNSHIP, INDIANA

DWG NO. N-603-2 DATE: 04-02-2013 DWG BY: HEI(DLM) REV. NO. 3 SCALE: 1"=200'



HEI PROJECT # 12-03-007