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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 067600

2015 OCT 01 AM 10:02

**FILED**

MICHAEL B. BROWN  
RECORDER

OCT 01 2015

**JOHN E. PETALAS**  
LAKE COUNTY AUDITOR

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**CROSS-REFERENCE:** In accordance with Ind. Code § 32-23-2-5(a), the easement described herein burdens real estate acquired by the Grantor by deed dated April 16, 2013, and recorded in the Office of the Recorder of Lake County, Indiana, as Instrument No. 2013-043837 on June 14, 2013.

**RIGHT-OF-WAY AND EASEMENT GRANT**

R/W No.: N-611-3B-1

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **TRI-STATE HOLDINGS, LLC**, 119 N 25<sup>th</sup> Street Superior, WI 54880 (hereinafter called "Grantor"), 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 25<sup>th</sup> 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 or abandon in place, repair, replace, relocate and reconstruct one or more pipelines, together with any valves, fittings, communication systems, signage, 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 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, in, through and across the property as described in **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"), together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with the efficient operation and patrol of Grantee's facilities, and 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.

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.

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FIRST: Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the Grantor's Land and Right-of-Way with marketable record title thereto, Grantor has the unrestricted right and authority to make this grant without the consent or joinder of anyone else, and that they will forever warrant and defend title thereto against all claims whatsoever.

SECOND: Grantee shall, at the time of construction of any pipeline, bury said pipeline at a sufficient depth so that it will not interfere with ordinary use of the property, and will pay for damage to the property, including replacement of fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation and maintenance of the pipeline(s) and Grantee's use of any of Grantor's Land adjacent to the Right-of-Way during construction. Said damages, if not mutually agreed upon, may 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 except for damages caused by Grantee's negligence or intentional misconduct. The Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the Right-of-Way and easement any pit, well, foundation, pavement, road or other structure or installation without Grantee's prior written permission, but otherwise the Grantor shall have the right fully to use and enjoy said premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee. Further, the Grantor shall not materially alter the grade of the Right-of-Way and Easement without the express, prior written consent of the Grantee. Grantor reserves the right to construct streets, sidewalks and utilities across, but not along the Right-of-Way and Easement. Grantor must notify Grantee, in writing, at least thirty (30) days in advance of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current, industry acceptable, engineering standards necessary to protect the function of the pipeline facilities. Grantee's review of said plans shall be completed in a timely manner and Grantee's approval for such construction shall not be unreasonably withheld, however, the review shall be completed and returned in thirty (30) days to the Grantor.

FOURTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person to the extent

resulting from Grantee's negligence or intentional misconduct in connection with any activity on 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 a pipeline. Grantor's payment includes compensation for timber, if any, removed from the Right-of-Way, and the use of Grantor's Land 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 Land shall become Grantee's property. Grantee shall pay Grantor, prior to construction of each additional pipeline under this agreement, the sum of Eight Thousand and no/100<sup>th</sup> Dollars (\$8,000.00) 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 Grantor's Land 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 unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, unimpaired by the holding.

TENTH: Multiple Grantors and the Grantee 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.



**Grantee:**

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

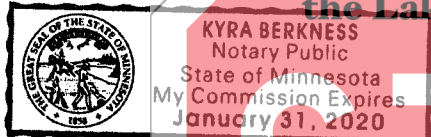
Signature: *John McKay*  
Printed Name: John McKay  
Title: Authorized Agent

ACKNOWLEDGEMENT

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

Before me, a Notary Public in and for said County and State, personally appeared John McKay, 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 22 day of September, 2015.



*Kyra Berkness*  
Notary Public - Signature

Kyra Berkness  
Notary Public - Printed  
My County of Residence: St. Louis  
My Commission Expires: Jan 31 2020

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Michael D. Hardy, Esq.

This instrument prepared by Michael D. Hardy, Attorney at Law  
Barnes & Thornburg LLP  
700 1st Source Bank Center, South Bend, Indiana 46601

This instrument prepared by:  
Michael D. Hardy  
Barnes & Thornburg LLP  
700 1st Source Bank Center  
South Bend, IN 46601

Return Recorded Documents to:  
Line 6B Project  
Enbridge Energy, Limited Partnership  
4628 Mike Colalillo Drive  
Duluth, MN 55807



**EXHIBIT A**

Exhibit A attached to and made a part of this Right-of-Way and Easement Grant between **Timberland Farms, LLC** **Tri-State Holdings, LLC** (Grantor) and **Enbridge Energy, Limited Partnership**, a Delaware limited partnership (Grantee).

**LEGAL DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY :**

Lot Numbered 1-A in Resubdivision of Lot 1 in Unit 7 of Barrington Ridge, A Planned Unit Development, as per plat thereof, recorded in Plat Book 103 page 75 in the Office of the Recorder of Lake County, Indiana.

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