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**EASEMENTS FOR UTILITIES MICHAEL B. BROWN
RECORDER**

THIS EASEMENT FOR UTILITIES (this "AGREEMENT"), made by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation (the "Grantor"), and ENBRIDGE ENERGY, LIMITED PARTNERSHIP (the "Grantee"), as of July 1, 2013.

31



WHEREAS, Grantor has real property interest in those certain premises located in Lake County, Indiana as further described in Exhibit A attached hereto (the "Premises") which is generally used by Grantor for the transmission of high voltage electricity and for the transportation of gas, and upon which there may be constructed and installed, under various rights, sewers, drains, pipelines, electric lines, associated electric facilities, telecommunications lines and other facilities owned by various companies for the transportation of sewage, water, stormwater, petroleum products; and

WHEREAS, Grantee is desirous of constructing and installing in a portion of the Premises four (4) buried high voltage cables ("Cables"), one (1) fiber optic line ("F.O. Line") and one (1) fire water line ("Water Line") (the Cables, F.O. Line and Water Line will be collectively referred to in this Agreement as, the "Improvements") to be used solely for the transmission of electricity, telecommunications and water to Grantee's property (which is adjacent to the Premises and will be referred to in this Agreement as, the "Grantee's Property"), in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereinafter expressed, it is hereby agreed as follows:

1. GRANT AND USE OF UTILITY EASEMENT. Grantor hereby gives, grants, bargains, sells and conveys unto Grantee, its successors and assigns, without

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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any warranty or representation of any kind or nature and only to the extent Grantor's title permits and subject to the terms hereinafter set forth, a permanent exclusive perpetual easement for utilities to provide transmission of electricity and telecommunications to Grantee's Property over, upon and across that certain property as shown and further described in Exhibit B-1 attached hereto and incorporated herein (the "Utility Easement"). Grantee may install, construct, maintain, operate, repair, alter, replace, renew and remove the Cables and F.O. Line, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described within the Utility Easement.

2. GRANT AND USE OF A WATER UTILITY EASEMENT. Grantor hereby gives, grants, bargains, sells and conveys unto Grantee, its successors and assigns, without any warranty or representation of any kind or nature and only to the extent Grantor's title permits and subject to the terms hereinafter set forth, a permanent exclusive perpetual easement for water utilities to provide water to Grantee's Property over, upon and across that certain property as shown and further described in Exhibit B-2 attached hereto and incorporated herein ("Water Utility Easement"). Grantee may install, construct, maintain, operate, repair, alter, replace, renew and remove the Water Line, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described within the Water Utility Easement.

3. EASEMENTS. The terms Utility Easement and Water Utility Easement are collectively referred to as the "Easement Premises."

4. SUITABILITY OF THE PREMISES. Grantor makes no representations or warranties regarding the suitability of the Premises for Grantee's use of the Premises, for the construction of the Improvements or as a workspace for the construction and installation of the Improvements. Grantor further also makes no representations or warranties regarding any subsurface utilities, improvements or conditions under the Premises. Grantee acknowledges that it has freely chosen to enter the Premises and to

construct the Improvements and that it is aware of, and fully appreciates, the nature and extent of the risks associated with doing so.

5. INSTALLATION OF THE IMPROVEMENTS. Prior to installing the Improvements, Grantee shall submit to Grantor for Grantor's approval its plan and specifications for the installation and construction of the Improvements (the "Plans and Specifications"), and shall furnish Grantor with any additional information concerning the installation of the Improvements and updated Plans and Specifications, from time to time, as may be required by Grantor. Grantee shall also provide Grantor with any additional information in the event that the Plans and Specifications are changed, modified or altered. Grantee shall install, maintain and remove the Improvements within the Easement Premises in accordance with good engineering practice as further discussed in the Construction and Maintenance Agreement dated July 1, 2013, by and between Grantor and Grantee attached hereto and incorporated herein as Exhibit C (the "Construction Agreement"). In the event that there is a conflict in terms between this Agreement and the Construction Agreement, the terms of this Agreement shall control. Grantee understands and agrees that Grantor's approval of the Plans and Specifications shall in no way make Grantor liable for any loss, cost, damage or expense incurred in connection with Grantee's installation, use, maintenance or removal of the Improvements, all of which liability shall exclusively be Grantee's; provided, however, Grantor shall be responsible for any such loss, cost, damage or expense which result directly from Grantor's gross negligence or intentional misconduct relating to the Improvements. Grantee shall, at its own expense, secure any permits or other consents required by local, state or federal laws, regulations or ordinances of any municipality or other public body ("Governmental Authorities") having jurisdiction over the installation, construction, use and maintenance of the Improvements and Easement Premises, and shall at all times comply with all Governmental Authorities, which affect the maintenance, operation and use of the Improvements. In the case of the initial installation of the Improvements, and except in the case of emergency repairs, Grantee shall provide Grantor with no less than five (5) days advance written notice of the date

and time that Grantee intends to commence the construction and installation of the Improvements.

6. MODIFICATION, ALTERATION, MAINTENANCE AND REPAIR OF THE LINE. Prior to performing any modification or alteration of the Improvements, Grantee shall submit to Grantor for the Grantor's approval the Plans and Specifications for the proposed modification or alteration of the Improvements. Grantee will not be required to submit Plans and Specifications for routine maintenance and repair work on the Improvements, but Grantee shall furnish Grantor with any information required by Grantor regarding any maintenance and repair work on the Improvements from time to time as may be required by Grantor. Grantee shall perform all maintenance and repair work in accordance with good engineering practice as further discussed in the Construction Agreement. Except in the case of emergency repairs and routine maintenance and inspection that does not require the use of any vehicles or equipment that has not been previously authorized by Grantor, Grantee shall provide Grantor with no less than seventy-two (72) hours advance written notice of Grantee's intention to commence maintenance and repair work on the Improvements.

7. GRANTOR FACILITIES. Except as to the Improvements, Grantee, and its officers, agents, employees and invitees, shall not alter or damage the Premises, or any of Grantor's electric lines, gas mains, gas pipelines or any other Grantor equipment or facilities located on the Premises, including, without limitation roads, towers, gates, fences, railings, buildings or any other Grantor facilities or structures (collectively, the "Grantor Facilities"), nor shall Grantee interfere with the use, operation, inspection, maintenance or repair of the Grantor Facilities.

It is understood and agreed by Grantee that at all times during the term of this Agreement, including the installation, construction, maintenance and repair of the Improvements, that the Grantor Facilities include electric lines which are energized and pipelines containing pressurized gas, thereby creating a danger to people working in the vicinity of such electric lines and pipelines should they come in contact with the electric lines and/or puncture or scratch the coating on the pipelines. It is further understood

and agreed by Grantee that under no circumstances shall Grantor become liable or responsible for any injuries or damages sustained in relation to the Improvements which may result directly or indirectly from the operation, use or maintenance of Grantor Facilities; provided, however, Grantor shall be responsible for any such injuries or damages which arises out of Grantor's gross negligence or intentional misconduct.

8. RESTORATION OF THE PREMISES. Excluding the removal of vegetation and obstructions as provided in this Agreement, any physical damage to the surface area of the Premises and the adjoining land of Grantor resulting from the exercise of the rights granted under this Agreement to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors, agents, invitees, licensees or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor shall notify Grantee of such unsatisfactory repair, and allow Grantee thirty (30) days to remedy the repair to Grantors satisfaction, weather permitting. If Grantor remains unsatisfied, Grantor may return the Premises to such condition, and Grantee shall, immediately upon receipt of a bill thereof, reimburse Grantor for the expense of the restoration work.

9. NO INTERFERENCE. In exercising the rights herein granted, Grantee shall not interfere with any Grantor Facilities, or any equipment or facilities constructed or to be constructed by any third party ("Third Parties"), in, over, upon or under the Easement Premises or the Premises. It is understood and agreed by the parties hereto that Grantor may have, prior to the execution hereof, granted to Third Parties certain rights and privileges in the Easement Premises or the Premises, including the right to operate and maintain equipment or facilities in the Easement Premises or the Premises, and this Agreement is made subject and subordinate to such rights and privileges as granted. It is also understood and agreed that Grantor may grant other rights and privileges in the future to Third Parties, and Grantee hereby agrees to execute upon demand by Grantor such consents as may be deemed necessary by Grantor for the use of the Easement Premises or the Premises by other persons or corporations, provided

such use shall not materially adversely interfere with the ongoing maintenance or use of the Improvements by Grantee.

10. NO OTHER IMPROVEMENTS. Except as expressly provided for herein, no structures or other improvements shall be constructed or otherwise placed on or under the Premises or Easement Premises, through or on behalf of Grantee. Grantee shall not permit any holes, obstructions or any other conditions, including without limitation the release of any Hazardous Materials (as defined below) or Hazardous Substances (as defined below) on the Easement Premises and the Premises, which could create a hazard of any kind. Grantee shall not allow the parking of vehicles on the Easement Premises and the Premises after the initial construction of the Improvements. Grantee shall keep, at Grantee's sole cost and expense, and maintain the Premises and Easement Premises in a clean and orderly condition at all times, and shall maintain the Premises and Easement Premises in a good, clean, orderly and safe condition at all times and shall keep the Easement Premises free of materials and debris, except when such are being actively used by Grantee in accordance with this Agreement. In addition, Grantee shall not interfere with the physical integrity of the existing land surface of the Premises in any way. Grantee shall not install a gate across the Easement Premises without prior written approval of Grantor, in Grantor's sole discretion. Grantee shall not permit any structures or permanent improvements to be constructed or otherwise located on the Premises, except as provided herein without the express written consent of Grantor. Further, Grantee shall not permit holes, obstructions or other conditions on the Premises which could create a hazard of any kind. No equipment shall be refueled on the Premises except in strict compliance with the rules and guidelines established by and between Grantor and Grantee. The Grantee shall not damage the Premises or interfere with the use, operation, inspection, maintenance or repair thereof. Grantee shall not cause the existing surface of the Premises to erode in any way.

11. SAFEGUARDS. Grantee shall provide and maintain, to the satisfaction of Grantor, adequate barriers and safeguards for and in respect to any Grantor Facilities or

Third Party facilities, poles, towers, pipes, blow-off valves, risers and any other structures located near enough to the Improvements to be endangered by the installation of the Improvements. Grantee shall promptly reimburse Grantor for any reasonable costs or expenses incurred by Grantor in the protection, alteration, or relocation of any Grantor Facilities located on or near the Easement Premises or the Premises which must, in the judgment of Grantor, be relocated, altered or protected because of the installation and use of the Improvements by Grantee. In the event that it becomes necessary, in the reasonable discretion of Grantor, to encase any Grantor Facilities adjacent to the Improvements because of the installation of the Improvements by Grantee, Grantee shall bear the cost of encasing any Grantor Facilities located on the Premises.

12. GRANTOR REPRESENTATIVE. Grantor may have one or more representatives present at any or all times when Grantee is installing, maintaining, repairing or removing the Improvements or performing any action on the Premises for the sole purpose of assuring that any such work will not interfere with any Grantor Facilities. It is mutually agreed that the presence of one or more representatives shall not relieve Grantee from any liability, claim, or obligation hereunder. Grantee shall reimburse Grantor for the reasonable expense of protecting any Grantor Facilities occasioned by the installation, maintenance or removal of the Improvements or performing any action on the Premises upon receipt of billing therefore from Grantor. Grantee agrees to reimburse Grantor for the reasonable costs incurred to have one or more representatives present for any installation, maintenance, repair of the Improvements or performing any action on the Premises.

13. TAXES. Grantee shall pay or reimburse Grantor for any and all real estate or property taxes or special assessments of Grantor which may result from the use of the Easement Premises by Grantee under the terms of this Agreement.

14. WAIVER. Grantee as a part of the consideration for this Agreement (i) releases and waives any and all right to recover any and all losses, claims, expenses or damages for personal injuries, property damages, loss of life or property from Grantor

for or on account of any loss of any kind or nature suffered by Grantee arising out of the use of the Premises, the installation, construction, maintenance, repair or presence of the Improvements as permitted by this Agreement; and (ii) assumes all risks of injuries or damage to its officials, employees, contractors, servants, agents, tenants and invites and their property while on the Premises and hereby releases and discharges Grantor from any and all liability therefore; provided, however, in case of either (i) or (ii) above, Grantor shall be responsible for any such loss, cost, damage or expense which arises out of Grantor's gross negligence or intentional misconduct.

15. INDEMNIFICATION. Grantee covenants and agrees to indemnify, hold harmless and defend Grantor, its agents and employees from and against any and all losses, damages, liability, claims for damages on account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Grantee, and any contractor or subcontractor of Grantee), from and against any and all damages to the Premises and any Grantor Facilities, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property of Grantor and any Grantor Facilities), except to the extent that the same shall be found to have been caused by the gross negligence or intentional misconduct of Grantor, its agents or employees. Grantee shall give Grantor written notice of any claim, demand, suit or action arising from the exercise of this Agreement within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

16. INSURANCE.

(a) TYPES OF COVERAGE. At all times during the term of this Agreement, Grantee, at Grantee's sole cost and expense, shall maintain or, if applicable in the case of (ii) or (iii) below, shall cause Grantee's contractors to maintain, the following kinds and amounts of insurance:

(i) General Liability Insurance covering damages resulting from bodily injury (including death) or property damage in the sum of not less than \$2,000,000

for each accident or occurrence. This policy shall include coverage for contingent employers' liability, contractual liability, cross liability or severability of interest clause, broad form property damage, and non-owned automobile liability extensions; (ii) Worker's compensation insurance in an amount not less than the required statutory limits and including employer's liability insurance with limits of not less than \$1,000,000 per occurrence;

(ii) Automobile Liability Insurance covering all motor vehicles owned, leased or licensed by the Grantee covering the accidental injury or death of one or more persons or damage to or destruction of property as the result of any one accident or occurrence with a limit of liability in the amount of not less than \$2,000,000. The foregoing policies of insurance shall be primary with respect to Grantor.

(b) APPROVAL AND EVIDENCE OF INSURANCE. Certificates of Insurance, evidencing the policies described in section 16 are in effect, shall be submitted to the Grantor prior to the commencement of work. Grantee may elect to self-insure the coverages and protections stipulated in Section 16 for the benefit of Grantor and Grantee. Any such self-insurance coverage shall comply with and be subject to all laws, rules and regulations in effect in Indiana governing self-insurance. Any right to provide self-insurance shall not apply to third parties, including without limitation, Grantee's contractors and subcontractors.

(c) ADDITIONAL INSURED. All policies of insurance required to be maintained pursuant to this Agreement: (i) shall name Grantor as an additional insured for liability arising out of Grantee's use of the Easement Premises, (ii) shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Grantor or other occupant of the Easement Premises which might otherwise result in a forfeiture of said insurance, and (iii) shall be primary coverage for liability arising out of Grantee's use of the Easement Premises, and that the insurer shall not seek contribution from any insurance or self-insurance program that provides coverage for Grantor as a named insured.

(d) NOTICE OF CANCELLATION. All policies of insurance required to be maintained pursuant to this Agreement shall, to the extent obtainable, contain an agreement by the insurers that neither the policies nor any particular coverage thereof shall be canceled, or not renewed without at least thirty (30) days' prior written notice to Grantor, except that only ten (10) days' notice shall be required with respect to cancellation of non-renewal due to non-payment of premiums.

(e) GRANTOR'S RIGHT TO OBTAIN INSURANCE. In the event of failure of Grantee to obtain or keep in force such insurance policy, Grantor may either (i) terminate this Agreement at which time Grantee shall have sixty (60) days to remove the Improvements or (ii) obtain the same and Grantee shall pay the premium therefore and also reimburse Grantor for any expenditure for obtaining such insurance upon Grantor's rendering a bill therefore.

17. PERMITS AND APPROVALS. Grantee acknowledges that the construction of the Improvements shall be done at Grantee's sole risk, cost and expense in accordance with the Plans and Specifications, and that Grantee shall be solely responsible for obtaining and maintaining all necessary permits and approvals associated with or required for the construction of the Improvements on the Easement Premises required by any applicable Governmental Authorities. Grantee shall comply with all applicable Governmental Authorities in conducting its operations and activities on the Premises. Grantee shall also be solely responsible to ensure that all aspects of the construction, maintenance and use of the Improvements fully comply with the Plans and Specifications, and all Governmental Authorities that are or may become applicable.

18. DAMAGE TO GRANTOR FACILITIES. Grantee agrees to immediately notify Grantor of any incident or event which damages, or could potentially damage Grantor's personal property, the Premises or any Grantor Facilities. Grantee covenants that Grantee, its officers, agents, employees and assigns shall use due care and diligence in all operations and activities conducted on the Premises and in the vicinity of any of the Grantor Facilities, as is necessary, to avoid injury to persons (including

death) or damage to the Premises. Grantee shall promptly cause any such damage to the Premises to be repaired at Grantee's sole cost and expense, provided under no circumstances shall Grantee repair any Grantor Facilities even if Grantee, its agents, employees or contractors cause such damages. Only Grantor may repair Grantor Facilities. In the event that Grantee, or its agents, employees or contractors damage any Grantor Facilities, Grantor shall perform the repairs, and Grantee shall reimburse Grantor for any losses, and all costs and expenses incurred by Grantor to perform any repairs and compensate Grantor for any loss of use of the Grantor Facilities, including the loss of revenues from interrupted gas or electrical service to customers. However, notwithstanding any provision in this Agreement to the contrary, the Grantor and Grantee agree that there shall be no third party beneficiaries to this Agreement.

19. **RESERVED RIGHTS.** The use of the Easement Premises by Grantee under this Agreement is subject and subordinate to possession and use of the Easement Premises and the Premises by Grantor for the construction, maintenance, operation and repair of any Grantor Facilities now or hereafter placed upon, over or under the Easement Premises and the Premises. Grantor reserves full possession for its uses and purposes and the right to enter upon the Easement Premises at any and all times to repair, replace, renew, erect or complete the erection of any existing or future Grantor Facilities over, under and across the Easement Premises as it desires. Grantor reserves the right to make replacements, inspections, alterations, extensions, or repairs to any Grantor Facilities or authorize others to perform such work with as little injury as possible to the Improvements without any liability therefore, unless any such injury was caused due to the gross negligence or intentional misconduct of Grantor.

20. **NO LIENS.** Grantee further covenants and agrees that no mechanic's lien shall be permitted to accrue or be filed against the Easement Premises or the Premises for or on account of any action, matter or thing required or permitted to be done by Grantee under this Agreement. All labor provided and materials furnished in performing work under this Agreement shall be at Grantee's sole cost and expense. Grantee shall keep the Premises fully protected against liens of any kind arising out of or connected to

Grantee's use of the Premises. In the event that a lien is placed on the Premises as a result of Grantee's activities or presence on the Premises, Grantee shall immediately notify Grantor of such lien. Grantee shall also take action, at Grantee's sole cost and expense, to have any such liens promptly removed from the Premises, and shall provide Grantor with written evidence of such lien having been removed. Grantor reserves the right to make claim for any damages for any acts or omissions of Grantee occurring on the Premises.

21. HAZARDOUS MATERIALS. Grantee covenants and agrees to indemnify and defend Grantor from any and all claims, liens, losses, liabilities, penalties, costs or expenses of any kind or nature whatsoever, including without limitation, reasonable attorney and expert fees which may at any time during Grantee's installation, construction, use, maintenance, operation, repair, alteration, replacement, renewal or removal of the Improvements and occupancy of the Easement Premises by the Improvements, be asserted or imposed against Grantor and which arise out of and are caused by the presence or use of Hazardous Materials on the Premises or the Easement Premises, thorough or under Grantee, including without limitation: (i) the cost to remove the Hazardous Materials, or otherwise remediate the Premises and/or the Easement Premises because of the Hazardous Materials and; (ii) costs incurred to comply with any Governmental Authorities, orders or judgments with respect to the presence of Hazardous Materials. Grantee represents and warrants that Grantee's use of the Improvements does not involve Hazardous Materials and in the event Grantee requires the temporary presence of any Hazardous Materials during installation or construction of the Improvements, Grantee shall notify Grantor and the Grantee agrees to comply with all Governmental Authorities applicable to the use, utilization, handling, storage and transportation of any Hazardous Materials. Notwithstanding the foregoing, Grantor recognizes that Grantee will use the Improvements.

"Hazardous Materials" shall mean petroleum, including crude oil, or any other product thereof, asbestos, polychlorinated biphenyls, any material defined as hazardous in the Comprehensive Environmental Response Compensation Liability Act of 1980, as

amended, 42 U.S.C. '9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. '1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S. C. '6901-6987; or any substance defined as a hazardous substance or hazardous waste in any federal, state or local statute, law ordinance, code, regulation, order or decree regulating or relating to, or imposing liability on standards of conduct concerning hazardous waste, materials, or substances, now or at any time hereafter in effect.

22. HAZARDOUS SUBSTANCES. Grantee agrees that it will not take any action that results in the release of a pollutant, contaminant or Hazardous Substance at or from the Premises. Grantee shall immediately notify Grantor of any release of or discovery of a prior release of a pollutant, contaminant or Hazardous Substance on the Premises caused by Grantee or its contractors and regardless of whether such release is reportable under any Governmental Authority. For purposes of this Agreement, "Hazardous Substance" shall mean any hazardous, flammable, corrosive, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any statute, regulation or ordinance of all Governmental Authorities relating to the protection of human health or the environment, including, without limitation, pipeline liquids, petroleum, oil and its fractions.

23. ENVIRONMENTAL PROVISIONS. Grantee shall comply with all regulations, orders and directives concerning public health, safety or the environment issued by all Governmental Authorities ("Environmental Laws") applicable to its activities within, on and along the Premises. If, as a result of any activities by the Grantee, there is any release of a pollutant, contaminant or Hazardous Substance, the Grantee shall, at its sole cost and expense, take those steps as may be reasonably necessary to contain the release and restore the affected areas to being in compliance with all applicable local, state and federal Environmental Laws. Grantee shall provide to Grantor copies of any and all correspondence, notices, etc., prepared by or received by Grantee under Environmental Laws, associated with its operations on the Premises.

24. **NOTICES.** All written notices required or permitted under this Agreement shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below, (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below, or (iii) facsimile transmission to the party to whom the same is directed at that party's respective facsimile number, as set forth below (provided that the facsimile confirmation sheet showing successful transmission is retained by the sender).

If to Grantor:

Northern Indiana Public Service Company
801 East 86th Avenue
Merrillville, Indiana 46410
Attn: Real Estate

With a copy to:

André Wright
Senior Counsel
NiSource Corporate Services Company
801 East 86th Avenue
Merrillville, IN 46410
Telephone: (219) 647-6179
Facsimile: (219) 647-6247

If to Grantee:

Arshia Javaherian
Senior Legal Counsel
Enbridge Energy, Limited Partnership
1409 Hammond Avenue
Superior, Wisconsin 54880
Enbridge Energy, Limited Partnership

Or at such other address or facsimile number as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

25. **SUCCESSOR AND ASSIGNS.** The easement rights and responsibilities set forth in this Agreement shall run with the land. This Agreement and its privileges

shall further be binding upon and inure to the benefit of the Parties, and to their respective successors and assigns. Grantee shall not assign this Agreement or the Agreement herein granted without obtaining the prior written consent of Grantor.

26. ABANDONMENT. The Parties agree that should the Improvements be abandoned, not used for a two (2) year period, or not installed within twelve (12) months from the date of this Agreement, this Agreement shall automatically cease and terminate, and the Grantee shall, if requested by Grantor, release the same of public record, and Grantee shall, if requested by Grantor, remove the Improvements.

27. GOVERNING LAW. This Agreement shall be construed and governed in all respects under the laws of the State of Indiana.

28. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

29. RELEASE. Grantee releases and waives any and all rights to recover any and all losses, claims, expenses and damages for personal injuries, property damages, loss of life or property from Grantor for or on account of any loss of any kind or nature suffered by Grantee arising out of Grantee's use of the Premises; and assigns all risk of injuries or damages to its officials, employees, contractors, or agents.

30. LIMITED USE OF THE PREMISES. Grantee shall use the Easement Premises solely for purposes of the construction and use of the Improvements and shall not be deemed or construed as granting permission for any other or further use or any additional rights of ingress and/or egress other than those specifically described in this Agreement. Grantee shall take reasonable measures to prevent, use of the Easement Premises by any other persons or for any purpose.

31. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the Agreement herein granted. No part of this Agreement may be amended or modified, except in writing signed by both Grantor and Grantee. Should any provision of this Agreement be declared invalid



by a legislative, administrative or judicial body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

32. **BINDING EFFECT.** The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of Grantor and Grantee, and each of their respective successors and assigns.



IN WITNESS WHEREOF, the parties hereto have executed this Easement for Utilities as of the date provided above.

NORTHERN INDIANA PUBLIC SERVICE COMPANY (GRANTOR)

By: 

Timothy A. Dehring,
Senior Vice President – Transmission & Engineering

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ENBRIDGE ENERGY, LIMITED PARTNERSHIP

BY ENBRIDGE PIPELINES (LAKEHEAD) L.L.C., AS GENERAL PARTNER (GRANTEE)

By: _____

Printed Name _____

Its: _____



ACKNOWLEDGEMENTS

STATE OF INDIANA)
)
COUNTY OF LAKE)

BE IT REMEMBERED that on this 1ST day of JULY, 2013, before me, a notary public in and for the County and State aforesaid, personally appeared Timothy A. Dehring, Senior Vice President – Transmission & Engineering, agent of Northern Indiana Public Service Company, who acknowledged the execution of the above and foregoing instrument as his/her voluntary act and deed.

WITNESS my hand and seal the day and year first above written.



Kathleen Ann Simpson
Notary Public
Resident of PORTER County, IN
My Commission Expires: 1-25-2018

STATE OF _____)
)
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2013, before me, a notary public in and for the County and State aforesaid, personally appeared _____ agent of Enbridge Energy, Limited Partnership, who acknowledged the execution of the above and foregoing instrument as his/her voluntary act and deed.

WITNESS my hand and seal the day and year first above written.

Notary Public
Resident of _____ County, IN
My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Easement for Utilities as of the date provided above.

NORTHERN INDIANA PUBLIC SERVICE COMPANY (GRANTOR)

By: _____

Timothy A. Dehring,
Senior Vice President – Transmission & Engineering

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ENBRIDGE ENERGY, LIMITED PARTNERSHIP

BY ENBRIDGE PIPELINES (LAKEHEAD) L.L.C., AS GENERAL PARTNER (GRANTEE)

By: _____

John McKay

Printed Name

John McKay

Its: _____

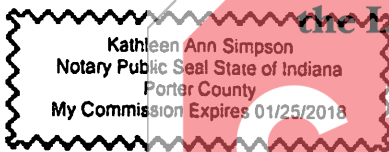
Authorized Agent

ACKNOWLEDGEMENTS

STATE OF INDIANA)
)
COUNTY OF LAKE)

BE IT REMEMBERED that on this 1ST day of JULY, 2013, before me, a notary public in and for the County and State aforesaid, personally appeared Timothy A. Dehring, Senior Vice President – Transmission & Engineering, agent of Northern Indiana Public Service Company, who acknowledged the execution of the above and foregoing instrument as his/her voluntary act and deed.

WITNESS my hand and seal the day and year first above written.



Kathleen Ann Simpson
Notary Public

Resident of PORTER County, IN

My Commission Expires: 1-25-2018

STATE OF _____)
)
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2013, before me, a notary public in and for the County and State aforesaid, personally appeared _____ agent of Enbridge Energy, Limited Partnership, who acknowledged the execution of the above and foregoing instrument as his/her voluntary act and deed.

WITNESS my hand and seal the day and year first above written.

Notary Public

Resident of _____ County, IN

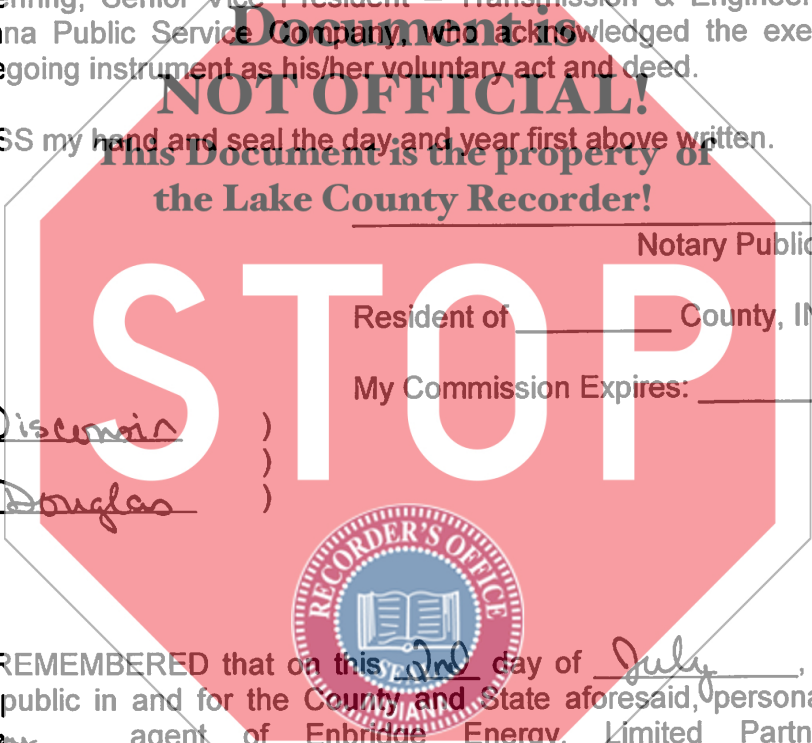
My Commission Expires: _____

ACKNOWLEDGEMENTS

STATE OF INDIANA)
)
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2013, before me, a notary public in and for the County and State aforesaid, personally appeared Timothy A. Dehring, Senior Vice President – Transmission & Engineering, agent of Northern Indiana Public Service Company, who acknowledged the execution of the above and foregoing instrument as his/her voluntary act and deed.

WITNESS my hand and seal the day and year first above written.



Notary Public
Resident of _____ County, IN
My Commission Expires: _____

STATE OF Wisconsin)
)
COUNTY OF Douglas)


BE IT REMEMBERED that on this 2nd day of July, 2013, before me, a notary public in and for the County and State aforesaid, personally appeared John McKay agent of Enbridge Energy, Limited Partnership, who acknowledged the execution of the above and foregoing instrument as his/her voluntary act and deed.

WITNESS my hand and seal the day and year first above written.

DEBRA OSTLUND
NOTARY PUBLIC
STATE OF WISCONSIN

Debra Ostlund
Notary Public
Resident of _____ County, IN
My Commission Expires: 7-26-15

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.

Signature of Authorized Agent: 

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

Return Recorded Documents to:
Enbridge Energy, Limited Partnership
4628 Mike Colallilo Drive
Duluth, MN 55807



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.

Signature of Authorized Agent: _____

This instrument prepared by:
Micah J. Harris
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Return Recorded Documents to:
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4628 Mike Colallilo Drive
Duluth, MN 55807



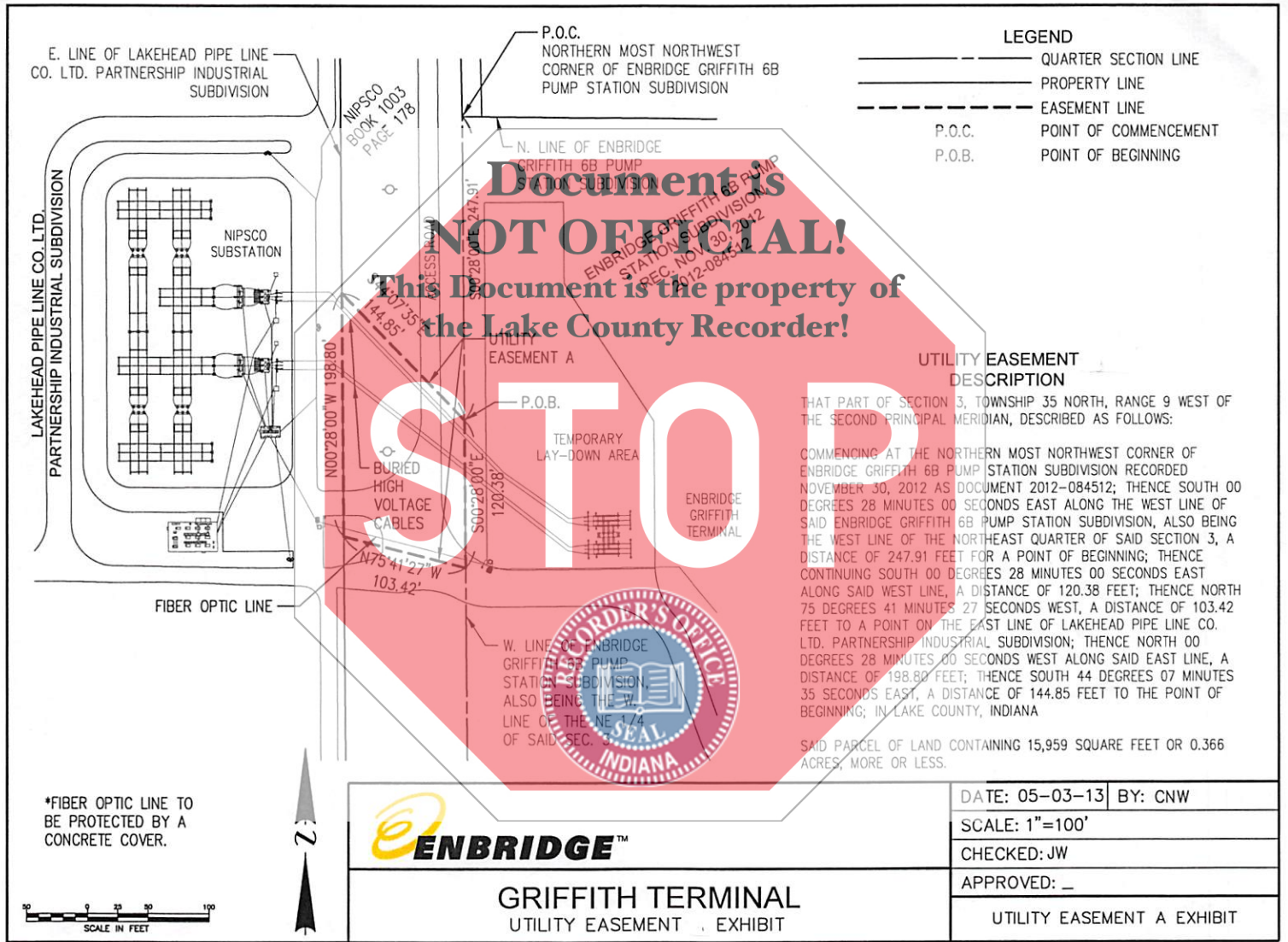
Exhibit A

LEGAL DESCRIPTION OF THE PREMISES

Permanent Identification Number: 45-11-03-300-005.000-006

The East 100 feet of the West Half of Section 3, Township 35 North, Range 9 West of the Second Principal Meridian, lying North of the railroad tracks, in Lake County, Indiana.





LEGEND

- QUARTER SECTION LINE
- _____ PROPERTY LINE
- EASEMENT LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

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STOP

UTILITY EASEMENT DESCRIPTION

THAT PART OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST NORTHWEST CORNER OF ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION RECORDED NOVEMBER 30, 2012 AS DOCUMENT 2012-084512; THENCE SOUTH 00 DEGREES 28 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION, ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 247.91 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 28 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 120.38 FEET; THENCE NORTH 75 DEGREES 41 MINUTES 27 SECONDS WEST, A DISTANCE OF 103.42 FEET TO A POINT ON THE EAST LINE OF LAKEHEAD PIPE LINE CO. LTD. PARTNERSHIP INDUSTRIAL SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 198.80 FEET; THENCE SOUTH 44 DEGREES 07 MINUTES 35 SECONDS EAST, A DISTANCE OF 144.85 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, INDIANA

SAID PARCEL OF LAND CONTAINING 15,959 SQUARE FEET OR 0.366 ACRES, MORE OR LESS.

E. LINE OF LAKEHEAD PIPE LINE CO. LTD. PARTNERSHIP INDUSTRIAL SUBDIVISION

P.O.C. NORTHERN MOST NORTHWEST CORNER OF ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION

N. LINE OF ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION

NIPSCO SUBSTATION

UTILITY EASEMENT A

P.O.B.

TEMPORARY LAY-DOWN AREA

ENBRIDGE GRIFFITH TERMINAL

W. LINE OF ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION, ALSO BEING THE W. LINE OF THE NE 1/4 OF SAID SEC. 3

FIBER OPTIC LINE



ENBRIDGE™

GRIFFITH TERMINAL
UTILITY EASEMENT A EXHIBIT

DATE: 05-03-13	BY: CNW
SCALE: 1"=100'	
CHECKED: JW	
APPROVED: __	
UTILITY EASEMENT A EXHIBIT	

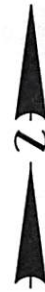
*FIBER OPTIC LINE TO BE PROTECTED BY A CONCRETE COVER.



EXHIBIT "B" - /

LINE TABLE

L1 = N00°28'00"W 10.61'
L2 = S00°28'00"E 10.61'



LEGEND

- QUARTER SECTION LINE
- _____ PROPERTY LINE
- EASEMENT LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

WATER UTILITY EASEMENT DESCRIPTION

THAT PART OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERIOR NORTHWEST CORNER OF ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION RECORDED NOVEMBER 30, 2012 AS DOCUMENT 2012-084512; THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION, ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 43.74 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 70 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 106.08 FEET TO A POINT ON THE EAST LINE OF LAKEHEAD PIPE LINE CO. LTD. PARTNERSHIP INDUSTRIAL SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 10.61 FEET; THENCE NORTH 70 DEGREES 02 MINUTES 10 SECONDS EAST, A DISTANCE OF 106.08 FEET TO A POINT ON THE WEST LINE OF SAID ENBRIDGE GRIFFITH 6B PUMP STATION SUBDIVISION, ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 28 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 10.61 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, INDIANA

SAID PARCEL OF LAND CONTAINING 1,061 SQUARE FEET OR 0.024 ACRES, MORE OR LESS.

NIPSCO
BOOK 1003
PAGE 178

LAKEHEAD PIPE LINE CO. LTD.
PARTNERSHIP INDUSTRIAL SUBDIVISION

E. LINE OF
LAKEHEAD PIPE
LINE CO. LTD.
PARTNERSHIP
INDUSTRIAL
SUBDIVISION

W. LINE OF ENBRIDGE
GRIFFITH 6B PUMP
STATION SUBDIVISION,
ALSO BEING THE W.
LINE OF THE NE 1/4
OF SAID SEC. 3

ENBRIDGE GRIFFITH
6B PUMP STATION
SUBDIVISION
REC. NOV. 30, 2012
2012-084512

ENBRIDGE
GRIFFITH
TERMINAL

FIRE WATER
LINE

N70°02'10"E 106.08'
S70°02'10"W 106.08'

10' UTILITY
EASEMENT B

43.74'

P.O.C.
INTERIOR NORTHWEST
CORNER OF ENBRIDGE
GRIFFITH 6B PUMP
STATION SUBDIVISION

A N. LINE OF ENBRIDGE GRIFFITH 6B PUMP
STATION SUBDIVISION, ALSO BEING THE S. LINE OF
LAKEHEAD PIPE LINE CO. LTD. PARTNERSHIP
INDUSTRIAL SUBDIVISION

L1

N00°28'00"W
43.74'

N69°59'49"E

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STOP



ENBRIDGE™ EXHIBIT "B"-2

GRIFFITH TERMINAL

WATER UTILITY EASEMENT EXHIBIT

DATE: 05-03-13	BY: CNW
SCALE: 1"=50'	
CHECKED: TB	
APPROVED: __	
UTILITY EASEMENT B EXHIBIT	

Exhibit C

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this "Agreement"), made by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY, ("NIPSCO") an Indiana corporation, and ENBRIDGE ENERGY, LIMITED PARTNERSHIP, ("Enbridge"), a Delaware limited partnership, as of July 1, 2013. NIPSCO and Enbridge may collectively be referred to in this Agreement as the "Parties."

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NOT OFFICIAL!

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the Lake County Recorder!

WITNESSETH:

WHEREAS, NIPSCO has real property interest in those certain premises located in Lake County, Indiana as further described in Exhibit A attached hereto (the "Premises") which is generally used by NIPSCO for the transmission of high voltage electricity and for the transportation of gas, and upon which there may be constructed and installed, under various rights, sewers, drains, pipelines, telecommunications lines and other facilities owned by various companies for the transportation of sewage, water, stormwater and petroleum products;

WHEREAS, Enbridge is desirous of constructing and installing in a portion of the Premises four (4) buried high voltage cables ("Cables"), one (1) fiber optic line ("F.O. Line"), and one (1) fire water line ("Water Line") (the Cables, F.O. Line and Water Line will be collectively referred to in this Agreement as, the "Improvements") to be used solely for the transmission of electricity, telecommunications and water to Grantee's property, in accordance with the terms and conditions of this Agreement.

WHEREAS, The Parties are simultaneously entering into that certain Easements for Utilities dated July 1, 2013 (the "Easement"), pursuant to which NIPSCO is granting Enbridge two (2) permanent utility easements (defined in the Easement as the "Easement Premises") for the construction of high voltage cables, a fiber optic line and a fire water line; and

WHEREAS, The Parties agree to certain provisions and safeguards for construction and maintenance of such improvements within the Easement Premises.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereinafter expressed, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed to them in the Easement.
2. **Work Plans.** Prior to Enbridge conducting any construction, construction-preparation, repair, replacement or maintenance activities in the Easement Premises, Enbridge shall provide NIPSCO with Plans and Specifications for such work. The Plans and Specifications shall show the location of the Improvements in relation to the Grantor Facilities. Notwithstanding the above, following completion of the construction of the Improvements, and in the event of an emergency or routine maintenance and repair work, Enbridge may immediately conduct necessary maintenance and repair work on the Improvements without providing NIPSCO with Plans and Specifications for such maintenance and repair work. Except in the event of an emergency, Enbridge shall provide NIPSCO with no less than seventy-two (72) hours advance prior notice of its intention to perform maintenance and repair work on the Improvements, as to allow a representative of NIPSCO to be present on site to monitor the activities of Enbridge. Enbridge agrees to pay NIPSCO for the cost of such inspector or representative.
3. **Staking.** Enbridge must (i) stake or flag the outer boundaries of the Easement Premises; and (ii) locate all existing utilities including, but not limited to Grantor Facilities, located within the Easement Premises, prior to commencement of construction or placing materials or equipment within the Easement Premises.
4. **Identification of Contractors.** Prior to construction, NIPSCO shall be provided in writing the name, address, and a contact person for the primary contractor that enters upon the Easement Premises. Nothing herein shall limit the obligation and liability and responsibility of Enbridge for any and all actions and activities occurring in

connection with the construction of the Improvements and Enbridge's use in general of the Easement Premises.

5. **Governmental Approvals.** Enbridge shall procure and maintain at its own expense, prior to locating and constructing the Improvements within the Easement Premises, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, use and operation of the Improvements, and Enbridge shall strictly observe all federal, state and local ordinances, codes, laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Enbridge or Enbridge's operations. **Document is NOT OFFICIAL!** **This Document is the Property of the Lake County Recorder!** In the Easement Premises, NIPSCO may from time to time request reasonable evidence that all such approvals have been obtained by Enbridge and are in full force and effect. In no event shall Enbridge seek any governmental approvals that may materially and adversely affect in any way any Grantor Facilities or NIPSCO operations, including without limitation any zoning approvals, vegetation maintenance and clearing rights without in each instance obtaining NIPSCO's prior written consent.

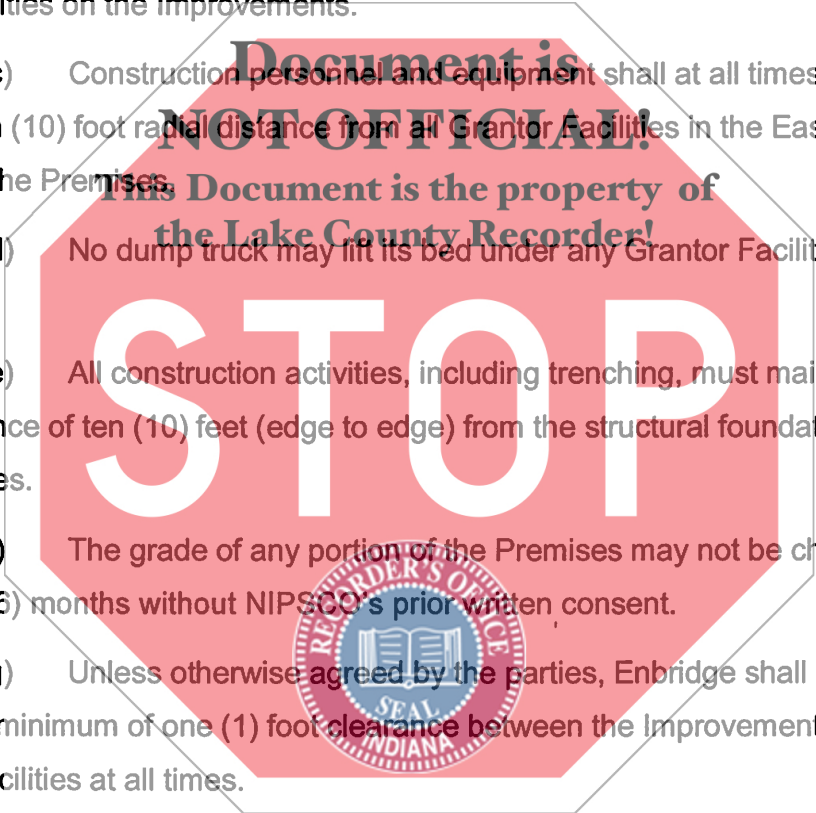
6. **Work Standards.** The design and construction regarding the Improvements and all activities conducted in the Easement Premises and the Premises shall be in accordance with the highest standards in the industry and geographical area where the Easement Premises is located, with Enbridge at all times following the highest observed and accepted standards in the industry for the geographical area where the Premises is located.

7. **As-Builts.** Within nine (9) months from the completion of construction of the Improvements, Enbridge shall provide NIPSCO with an as-built survey which reflects the location of the Improvements, its depth, diameter and the Easement Premises. Enbridge shall provide NIPSCO with a supplemental as-built survey that reflects any subsequent corrections or changes to the Improvements.

8. **Construction Requirements.** Enbridge, its agents, employees, contractors, subcontractors, invitees and licensees shall comply with the following

requirements relating to the installation, construction, maintenance, repair or removal of the Improvements:

- (a) Indiana Call Before You Dig Law (IC § 8-1-26) must be contacted prior to performing any excavation in the Easement Premises.
- (b) Appropriate measures shall be taken to prevent erosion during and after work activities on the Improvements.
- (c) Construction personnel and equipment shall at all times maintain a minimum of ten (10) foot radial distance from all Grantor Facilities in the Easement Premises and the Premises.
- (d) No dump truck may lift its bed under any Grantor Facilities on the Premises.
- (e) All construction activities, including trenching, must maintain a minimum distance of ten (10) feet (edge to edge) from the structural foundation of any Grantor Facilities.
- (f) The grade of any portion of the Premises may not be changed for more than six (6) months without NIPSCO's prior written consent.
- (g) Unless otherwise agreed by the parties, Enbridge shall maintain at all crossings a minimum of one (1) foot clearance between the Improvements and any gas Grantor Facilities at all times.
- (h) Unless otherwise agreed by the parties, Enbridge shall maintain at all crossings a minimum of three (3) foot vertical clearance between the Improvements and any buried electric Grantor Facilities at all times.
- (i) Unless otherwise agreed by the parties, Enbridge shall maintain at a minimum of ten (10) foot horizontal clearance between the Improvements and any buried electric or gas Grantor Facilities at all times.



(j) Unless otherwise agreed by the parties, Enbridge shall maintain a minimum of ten (10) foot clearance between the Improvements and any tower Grantor Facilities at all times.

(k) Unless otherwise agreed by the parties, Enbridge shall maintain a minimum of eight (8) foot clearance between the Improvements and any pole Grantor Facilities at all times. In the event that Enbridge is unable to maintain a minimum of eight (8) foot clearance between the Improvements and any pole Grantor Facilities during the installation, construction, maintenance, repair or removal of the Improvements, NIPSCO and/or its approved contractors must be utilized, at Enbridge's sole cost and expense, to secure the pole Grantor Facilities during the time that Enbridge is performing any work within eight (8) foot of any pole Grantor Facilities.

(l) Enbridge may cut any fences in the Easement Premises where necessary for construction of the Improvements only with NIPSCO's prior written consent; provided that, if such consent is granted, prior to cutting any such fence, Enbridge shall brace the fence adequately on both sides of the proposed cut with two posts on each side of the proposed cut, braced and wired so as to prevent slackening or damage to the wires. Upon completion of the construction of the Improvements, the fence shall either be repaired and restored to its original condition, or cut the portion replaced with a pipeline gate.

(m) Any cranes, derricks or other overhead equipment operated on the Premises shall operate in accordance with the National Electric Safety Code (NESC) and Occupational Safety and Health Administration ("OSHA") rules respecting the operation of such equipment, including, but not limited to 29 CFR 1926.1400 through 29 CFR 1926.1408.

(n) Enbridge shall use Badger Daylighting Inc. (or another similar company after consultation with and approval by NIPSCO) for all Grantor Facilities' exposures, which shall be performed with hydro vacuum trucks within the Premises.

(o) Enbridge, its agents, employees, contractors, subcontractors, invitees, and licensees shall provide NIPSCO with the details (e.g. maximum height, maximum weight, maximum length, etc.) for all classes of vehicles and equipment to be used on the Premises for the construction, installation, repair and maintenance of the Improvements, prior to entering the Premises with any vehicles or equipment. NIPSCO shall provide Enbridge with a written response indicating which noticed vehicles and equipment may be permitted on the Premises within five (5) business days after receipt of Enbridge's notice with the details for all vehicles and equipment to be used on the Premises (collectively, the "Approved Vehicles"). Once the use of a specific vehicle and/or piece of equipment has been authorized by NIPSCO as an Approved Vehicle, Enbridge may use that specific vehicle and/or piece of equipment on the Premises without providing NIPSCO with the details for such specific vehicle and/or piece of equipment as provided above; however, this does not release Enbridge from any other notice requirements under this Agreement or the Easement. NIPSCO and Enbridge shall jointly maintain a schedule of the Approved Vehicles.

(p) Enbridge and any Enbridge contractors, subcontractors, employees, agents and invitees must comply with the OSHA Minimum Approach Distance standards provided under Table A of 29 CFR 1926.1408.

(q) In the event that Enbridge cannot maintain a minimum clearance of fifteen (15) feet from NIPSCO's electric line Grantor Facilities, Enbridge will have to have the NIPSCO electric line Grantor Facilities de-energized in accordance with the Midwest Independent Transmission System Operator, Inc. requirements and guidelines.

9. **Alteration and Deviations.** If, during installation of the Improvements, Enbridge is required to make material alterations to the Easement Premises (as defined in the Easement) due to unforeseen circumstances, Enbridge shall contact NIPSCO and provide NIPSCO updated written Plans and Specifications reflecting the proposed modified Easement Premises. Upon submittal of the updated Plans and Specifications detailing the change, NIPSCO shall use its best efforts to respond in writing to Enbridge's request within five (5) business days with its comments.

However, in the event that NIPSCO fails to respond within five (5) business days, NIPSCO shall not be deemed to have approved the change. NIPSCO agrees to work in good faith with Enbridge to resolve conflicts created by such alterations or resolve the issues raised as the reason for NIPSCO's refusal to approve Enbridge's requested change to the Plans and Specifications.

10. **Inspectors.** At NIPSCO's sole discretion, one or more NIPSCO inspectors or representatives of NIPSCO's may be present during the construction, installation, maintenance, repair and restoration of the Improvements. NIPSCO's inspectors or representatives shall be required to complete Enbridge's safety training, prior to entering the Easement Premises during construction of the Improvements. Enbridge shall not be responsible for the intentional or negligent acts of NIPSCO's inspectors or representatives. Enbridge agrees to reimburse NIPSCO for the cost of such inspectors or representatives.

11. **Excavation or Construction Concerning Replacement or Repair.** Enbridge shall be responsible for any and all maintenance and repairs to the Improvements, including any clean up required by an appropriate regulatory authority. All standards and requirements applicable for initial construction activities set forth in this Agreement shall be equally applicable to any maintenance, repair or replacement activities until such time as the Improvements and any other Enbridge equipment and related facilities have been removed from the Premises.

12. **Maintenance Obligations; Plans; Contact Person.** Maintenance of the Easement Premises (other than as to crops or vegetation planted by NIPSCO or NIPSCO's licensees) shall be the sole obligation of Enbridge; provided that NIPSCO may perform any maintenance or vegetation management on the Easement Premises at its sole and absolute discretion, including, but not limited to, cutting, trimming, removing, destroying or otherwise controlling any and all trees, shrubs, brush or any other vegetation. Enbridge shall provide NIPSCO with a contact person designated by Enbridge, including name, address, 24/7 telephone access number, fax number and email. The Enbridge designated contact person shall have information and knowledge

pertinent to the Improvements and Easement Premises in order to address questions and concerns from NIPSCO. In the event the Enbridge designated contact person is replaced or changed by Enbridge, NIPSCO shall be given reasonable prior written notice of the change, along with the required contact information for the new Enbridge designated person.

13. **Taxes.** In the event any real property or other taxes are imposed upon NIPSCO by reason of the Improvements and/or this Agreement, Enbridge shall assume, pay and reimburse NIPSCO in full for the amount of such taxes or any other increased real or personal property taxes.

14. **Impressed Current Rectifiers.** Enbridge shall not install any cathodic rectifiers or anode groundbeds within the Premises.

15. **Interference Testing.** Upon completion of the construction of the Improvements, Enbridge, at Enbridge's sole cost and expense, shall conduct interference testing to confirm that there is no stray current interference detected on any Grantor Facilities within the Premises. Enbridge shall immediately provide NIPSCO with a copy of the results of such interference testing results accordance with the notice provisions of this Agreement. In the event that the interference testing shows that there is stray current interference with any of the Grantor Facilities, the Improvements, Enbridge shall be responsible for any and all stray current mitigation installation costs and expenses, including, but not limited to, bond remote monitoring equipment.

16. **Safeguards.** Enbridge shall provide and maintain to the satisfaction of NIPSCO adequate barriers and safeguards for and in respect to all Grantor Facilities or any equipment and/or facilities of any Third Party located near enough to the Improvements to be endangered by the installation of the Improvements. Enbridge shall promptly reimburse NIPSCO for any reasonable costs or expenses incurred by NIPSCO in the protection, alteration or relocation of any Grantor Facilities located on or near the Easement Premises or the Premises which must, in the judgment of NIPSCO, be relocated, altered or protected because of the installation and use of the Improvements. In the event that it becomes necessary, in the reasonable discretion of

NIPSCO, to encase any Grantor Facilities because of the installation of the Improvements, Enbridge shall bear the reasonable cost of encasing those Grantor Facilities. Notwithstanding the foregoing, NIPSCO shall not require those Grantor Facilities adjacent to the Improvements to be encased unless it is necessary, in the reasonable judgment of NIPSCO, to insure the safe operation, use, maintenance and repair of the Grantor Facilities.

17. **Governing Law.** This Agreement shall be construed and governed in all respects under the laws of the State of Indiana. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof.

18. **Amendments.** This Agreement may be amended only by written agreement of NIPSCO and Enbridge.

19. **Notice.** All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or three (3) business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or one (1) business day after being sent by a courier guaranteeing overnight delivery, to the Parties at the following respective address, or at such other address as a Party may designate from time to time pursuant to a notice delivered to the other Party in the manner required herein:

Enbridge: Enbridge Energy, Limited Partnership
Attn: Line 6B Construction Manager
1409 Hammond Avenue
Superior, Wisconsin 54880

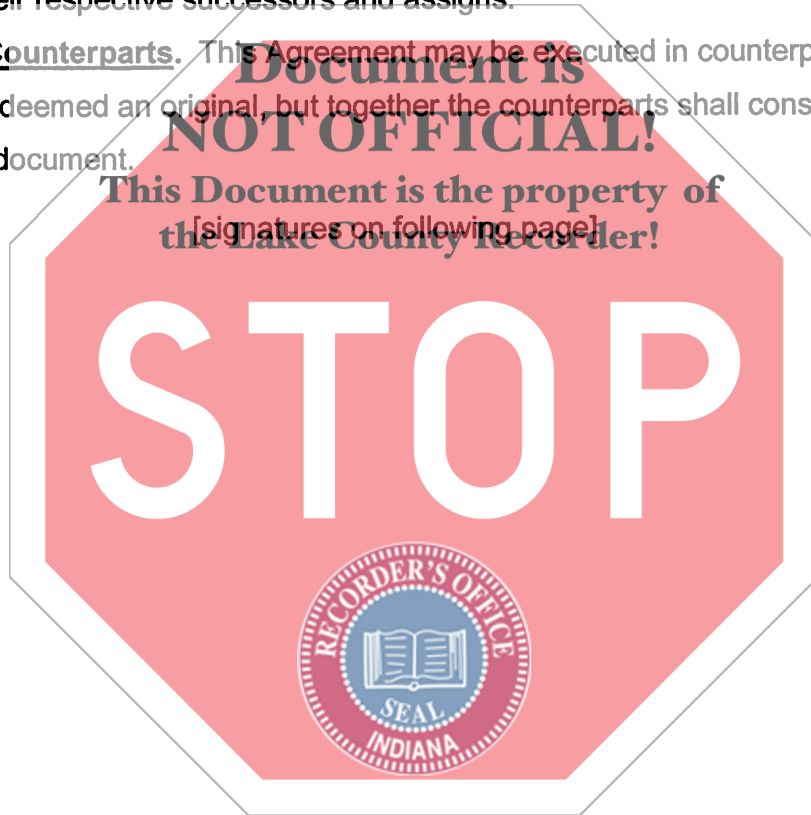
NIPSCO: Northern Indiana Public Service Company
801 East 86th Avenue
Merrillville, Indiana 46410
Attn: John Henry

With a copy to: NiSource Inc.
801 East 86th Avenue

Merrillville, Indiana 46410
Attn: Legal Department


20. **Binding Effect.** The terms, conditions and covenants set forth in this Agreement shall be binding upon, and accrue to the benefit of NIPSCO and Enbridge, and each of their respective successors and assigns.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.



IN WITNESS WHEREOF, the parties hereto have executed this Construction and Maintenance Agreement as of the day, month and year first written above.

**NORTHERN INDIANA
PUBLIC SERVICE COMPANY**

By: 
Timothy A. Dehring,
Senior Vice President – Transmission & Engineering

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**ENBRIDGE ENERGY,
LIMITED PARTNERSHIP**

By: ENBRIDGE PIPELINES (LAKEHEAD)
L.L.C., AS GENERAL PARTNER

By: _____

Printed Name

Its: _____



IN WITNESS WHEREOF, the parties hereto have executed this Construction and Maintenance Agreement as of the day, month and year first written above.

**NORTHERN INDIANA
PUBLIC SERVICE COMPANY**

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This Document is the property of the Lake County Recorder!

By: _____
Timothy A. Dehring,
Senior Vice President – Transmission & Engineering

**ENBRIDGE ENERGY,
LIMITED PARTNERSHIP**

By: ENBRIDGE PIPELINES (LAKEHEAD)
L.L.C., AS GENERAL PARTNER

By: John McKay
John McKay

Printed Name _____
Authorized Agent




Exhibit A

LEGAL DESCRIPTION OF THE PREMISES

Permanent Identification Number: 45-11-03-300-005.000-006

The East 100 feet of the West Half of Section 3, Township 35 North, Range 9 West of the Second Principal Meridian, lying North of the railroad tracks, in Lake County, Indiana.

