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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

Tract No.: N-607-3A

PIN#: 45-12-10-400-008.000-030

CROSSING AGREEMENT
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This Crossing Agreement dated this 18th day of July, 2017, shall constitute an agreement (hereinafter referred to as the "Agreement") between **ENBRIDGE ENERGY, LIMITED PARTNERSHIP**, a Delaware limited partnership, with an office located at 119 N. 25th Street East, Superior, WI 54880 (hereinafter referred to as "Enbridge") and **INDIANA BECKNELL INVESTORS 2011 LLC.**, with an office located at 2750 East 146th Street, Suite 200, Carmel, IN 46033 (hereinafter referred to as "Indiana Becknell Investors"), to accommodate the construction, operation and maintenance of utility crossings and a driveway (hereinafter referred to as the "Facility") to be located on and adjacent to Enbridge's pipeline right of way (hereinafter referred to as the "ROW") located on property in Lake County, Indiana, further described below.

PROPERTY LEGAL DESCRIPTION

Lot Number 2 in North Wind Crossing West Subdivision, an addition to the Town of Merrillville, Lake County, Indiana, as per plat thereof recorded April 25, 2008 in Plat Book 102, Page 66 as Instrument No. 2008-030074, in the Office of the Recorder of Lake County, Indiana.

Tax Parcel Number: 45-12-10-400-008.000-030



To facilitate the construction, operation and maintenance of said Facility, it will be necessary for Indiana Becknell Investors, its permitted representatives and agents to operate equipment and conduct other activities upon Enbridge's ROW. Indiana Becknell Investors represents and warrants that it shall apply the terms and conditions described herein to all permitted representatives and agents of Indiana Becknell Investors as if such third parties are set forth fully herein and they shall conduct themselves accordingly. Enbridge consents to such activity and Enbridge and Indiana Becknell Investors hereby agree as follows:

1. In connection with any activity upon Enbridge's ROW:
 - a. At least 72 hours before Indiana Becknell Investors or its permitted representatives or agents commence activity upon Enbridge's ROW, notice shall be given to Enbridge's Great Lakes Region Office located at 322 Indianapolis Blvd, Suite 202, Schererville, IN

Handwritten notes:
OK # 25-00
2041063444
SPK

46375 (telephone number: 219-864-3834). Enbridge shall ensure that an authorized representative of Enbridge will be present whenever construction, operation or maintenance activity is to be conducted upon Enbridge's ROW. The presence of Enbridge representatives or inspectors at the site will not relieve Indiana Becknell Investors from liability for any damage or injury that may result from Indiana Becknell Investors activity.

- b. Indiana Becknell Investors shall install its utility in conduit and shall maintain two feet (2') minimum cover over/upon Enbridge's shallowest pipeline. In the event Indiana Becknell Investors cannot maintain said separation, a boring method of installation shall be used. Indiana Becknell Investors shall visually observe/daylight the pipelines during the boring process and maintain a three-foot (3') separation from the bottom of the deepest buried pipeline.
 - c. Indiana Becknell Investors shall construct the Facility in accordance with the attached "Engineering Recommendation" which is attached hereto as Exhibit A and made a part hereof. No deviation therefrom shall be made without the express written consent of Enbridge, which consent shall not be unreasonably withheld, conditioned, or delayed.
 - d. Indiana Becknell Investors shall construct the Facility to intersect Enbridge's ROW as close to a right angle as possible.
 - e. Heavy equipment utilized in the construction, operation and maintenance may cross Enbridge's ROW only where the depth of cover over Enbridge's pipeline(s) is at least inches (60"). To accommodate such heavy equipment crossings, Indiana Becknell Investors shall berm or mat the crossing area to Enbridge's reasonable satisfaction. Indiana Becknell Investors shall fence off and clearly mark other accessible areas to prevent unauthorized crossings.
 - f. In the event that explosive devices or any other equipment that produces vibrations is utilized by Indiana Becknell Investors, Enbridge's pipeline(s) shall not be subjected to a peak particle velocity in excess of four inches per second. Further, no pile driving shall be undertaken within fifty feet (50') of Enbridge's pipeline(s).
 - g. Indiana Becknell Investors, its permitted representatives and agents shall be responsible for notifying the appropriate One-Call system on a timely basis of its activity upon Enbridge's ROW.
 - h. Upon completion of the construction, Indiana Becknell Investors shall provide Enbridge with an "as-built" drawing of the Facility in a format reasonably acceptable to Enbridge.
2. Indiana Becknell Investors shall bear all expenses incurred by Indiana Becknell Investors in connection with the construction, operation and maintenance of its Facility.
 3. Indiana Becknell Investors shall conduct activity upon Enbridge's ROW in compliance with all applicable federal, state and local statutes, rules and regulations including applicable provisions of United States CFR 192 and/or 195 (specifically including Operator Qualification Requirements as provided in 192 Subpart N and 195 Subpart G), and shall obtain all permits necessary for compliance with said statutes, rules and regulations.
 4. Indiana Becknell Investors shall conduct activity upon Enbridge's ROW in a manner that will not interfere with the rights of Enbridge in the use and enjoyment of Enbridge's ROW grant

or endanger the integrity of Enbridge's pipeline facilities, and all such activity shall be conducted in a neat and workmanlike manner.

5. Any improvements or changes to the Facility by Indiana Becknell Investors upon Enbridge's ROW shall require the prior written approval of Enbridge, which approval shall not be unreasonably withheld, conditioned, or delayed.
6. Indiana Becknell Investors agrees to assume all risk and liability for damages to any and all property or facilities of Enbridge or Indiana Becknell Investors resulting from Indiana Becknell Investors' activity, or the activities of its permitted representatives or agents, upon Enbridge's ROW at any time, including, specifically, any damage to the pipeline(s), regardless of cause, except if such damage, injury or death results from Enbridge's negligence or intentional misconduct. Indiana Becknell Investors further agrees to indemnify, defend and hold harmless Enbridge for any and all claims for damages (including reasonable attorney's fees and costs related thereto and incurred by Enbridge) to property of any party other than Enbridge or Indiana Becknell Investors or any injury to or death of any person resulting from Indiana Becknell Investors' activities, or its permitted representatives or agents upon Enbridge's ROW, regardless of cause or basis for such claim, unless such damage, injury or death results from Enbridge's negligence or intentional misconduct.
7. In the event that Enbridge finds it necessary or desirable, in its reasonable judgment, to conduct repairs or maintenance of Enbridge's pipeline(s) or facilities or construct additional facilities, including, but not limited to, additional pipelines, in the future upon the ROW that result in damage or disruption to or that make it necessary to remove, relocate, repair, replace or improve the Facility, then Enbridge shall notify Indiana Becknell Investors in writing not later than thirty (30) days prior to commencing any such removal. Enbridge shall complete its work in a timely fashion, and in a good and workmanlike manner. Enbridge further agrees to use reasonable efforts to complete the work so as to not unreasonably interfere with Indiana Becknell Investors' use and enjoyment of the Facility, and to restore the unpaved portions of the surface of the Facility to its original condition. Enbridge warrants that Enbridge shall not, in the course of said work, interrupt any utility service provided via the Facility, and that Enbridge shall ensure that access to all utilities provided via the Facilities is maintained throughout the course of such work. Provided that the conditions set forth in the foregoing Section 7 are met, and except as otherwise provided therein or elsewhere in this Crossing Agreement, Enbridge shall not be responsible for any cost incurred by Indiana Becknell Investors to remove, relocate, repair, replace or improve the Facility as a consequence of said work by Enbridge.
8. Indiana Becknell Investors and Enbridge, at their own cost and expense, shall promptly and duly execute and deliver to the other party such further documents and assurances and take such further actions as such other party may, from time to time, reasonably request in order to more effectively carry out the intent and purpose of this Agreement.
9. Except as specifically provided in this Agreement, nothing contained herein shall be construed to limit or otherwise alter the rights and interests of the parties in and to the ROW grant as established by that certain Right Of Way And Easement Grant recorded Nov. 1st, 1986 as Doc. # 772452, and amended by that certain Amendment to Right-Of-Way And Easement Amendment recorded Oct. 24th, 2013 as Doc. # 2013-079114, both in Lake County, IN.
10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, representatives, agents and assigns.

11. Prior to commencement of construction or maintenance, Indiana Becknell Investors shall furnish Enbridge with a certificate of insurance evidencing proof of commercial general liability insurance providing coverage of no less than Five Million Dollars (\$5,000,000) for property damage and injury to or death of any person and include those policy extensions referred to as contractual liability, contractor's protective liability, employer's liability, cross liability or severability of interest clause, broad form property damage, forest and prairie protection acts expenses, sudden and accidental time element pollution coverage, products and completed operations liability (for a period of not less than twenty-four (24) months from the date Facility construction is complete), commercial automobile liability coverage amount not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage, if applicable, Workers Compensation coverage providing statutory benefits; if applicable, Employer's Liability coverage with a single limit of at least One Million Dollars (\$1,000,000) for each accident and in the aggregate for each employee, and non-owned automobile liability. Where an exposure exists this policy shall also insure for blasting, explosion, and underground collapse (XCU coverage). Indiana Becknell Investors will add Enbridge and its affiliates and subsidiaries as additional insured and a waiver of subrogation to the policy as their interests appear. Such insurance coverage shall be maintained until completion of construction or maintenance of the Facility. Any insurance required of Indiana Becknell Investors herein may be satisfied via a combination of primary, umbrella and excess liability policies and may be provided under a blanket insurance program.

12. In the event of a violation or failure to comply with any term of this Agreement by either party, the non-breaching party shall first, before pursuing any remedy at law or in equity, provide written notice specifying said violation or failure. Neither party shall be held or deemed to be in breach of this Agreement unless they shall fail to cure the same within ten (10) business days or receipt of such written notice, or if by reason of the nature thereof, said event cannot with due diligence be wholly cured within said period, then if they shall fail to commence the curing thereof within such ten (10) day period and thereafter proceed diligently to cure the same.

13. This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana.

14. This Agreement shall be effective as of the date of execution.

[Signatures on following pages.]

INDIANA BECKNELL INVESTORS 2011 LLC

By: Becknell Industrial Operating Partnership, L.P.,
its sole member

Becknell Industrial Operating Partnership GP LLC,
its general partner

By: *PAC*
Printed: Peter C. Skuplin
Title: Authorized Signatory

(PAC) (EK)



STATE OF Connecticut
COUNTY OF Hartford

Before me, a Notary Public in and for said County and State, on this day personally appeared Peter C. Skuplin known to me to be the Authorized Signatory of Becknell Industrial Operating Partnership GP LLC, general partner of Becknell Industrial Operating Partnership, L.P., sole member of Indiana Becknell Investors 2011 LLC, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 27th day of July, 2017.



Susan Engle
Notary Public, State of _____
Print Name: _____
My Commission Expires: _____
Commission No.: _____

**Susan Engle
Notary Public
My Commission Expires:
May 31, 2019**

**ENBRIDGE ENERGY, LIMITED PARTNERSHIP
BY ENBRIDGE PIPELINES (LAKEHEAD) L.L.C
ITS GENERAL PARTNER**

By: *MJH*
Printed: Micah J. Harris
Title: Authorized Agent

ACKNOWLEDGEMENT

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STATE OF WISCONSIN
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 10th day of July 2017, by Micah J. Harris, Authorized Agent of Enbridge Energy, limited partnership, a Delaware limited partnership, by Enbridge Pipelines (Lakehead) L.L.C., as General Partner.

STOP

Tamara L. Leinweber
Notary Public, State of Wisconsin
Print Name: *Tamara L. Leinweber*
My Commission Expires: *7/21/2019*
Commission No.: _____

TAMARA L. LEINWEBER
Notary Public
State of Wisconsin



Prepared by: Enbridge Energy, Limited Partnership
Land Services
119 N. 25th Street East
Superior, WI 54880

Return to: Enbridge Energy, Limited Partnership.
Land Services
119 N. 25th Street East
Superior, WI 54880

