

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2013 MAR 29 AM 10:23

2013R-012442
RECORDED ON
03/29/2013 4:15:30 PM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 88.00
REMON: 4.00
PAGES: 27

85185
LIBER 45582 PAGE 856
\$88.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/29/2013 10:36:14 A.M. RECEIPT# 46013
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**PIPELINE AND TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

27
This Pipeline and Temporary Construction Easement Agreement (the "Agreement") is entered into by and between International Transmission Company, a Michigan corporation, with an address of 27175 Energy Way, Novi, Michigan 48377 ("Grantor") and Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an address of 1409 Hammond Ave., Superior, Wisconsin 54880 (the "Grantee"). For \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. **Grant.** Grantor grants to Grantee, Grantee's successors and assigns, without warranty of title:
 - a. A non-exclusive, perpetual easement (the "Pipeline Easement") to lay, install, construct, reconstruct, operate, maintain, repair, replace, remove, move, alter and test one (1) thirty inch (30") in diameter underground pipeline with necessary fittings, appliances, and other appurtenances incidental thereto, for the transportation of crude oil and petroleum (the "Pipeline"), under the portions of real estate owned by Grantor (the "Property") as more individually and particularly described and shown in Exhibit A attached hereto and made a part hereof (collectively, the "Pipeline Easement Area").
 - b. a temporary easement for construction of the Pipeline (the "Temporary Easement") to be used for working room, staging, stockpiling and storage of soil, topsoil, spoil, materials and equipment, constructing, stringing and assembling of pipe, and operating construction machinery equipment in the locations and areas as more individually and particularly depicted on Exhibit A as "temporary workspace" and "additional temporary workspace" (collectively, the "Temporary Easement Area").

OTR
R
E

The Pipeline Easement and the Temporary Easement shall collectively be referred to throughout this Agreement as the "Easement." The Pipeline Easement Area and the Temporary Easement Area are collectively referred to throughout this Agreement as the "Easement Areas."

2. **Term of Pipeline Easement and Temporary Easement.** The Temporary Easement shall automatically terminate with respect to a temporary and additional temporary workspace upon the final completion of all construction of the Pipeline within the related portion of the Pipeline Easement Area or ninety (90) days from the date of the full execution of this Agreement, whichever first shall occur. If such construction is not completed within this 90-day period, the Temporary Easement may be extended for up to two (2) additional successive 90-day periods, provided that Grantee gives written notice to Grantor not less than fifteen (15) days prior to the end of any 90-day period, and further provided that the same provision regarding completion of construction shall also apply to any additional 90-day periods. The

M-778-3A M-787-10
M-801-5B M-812-7

1

OK-MH

92



Pipeline Easement shall continue in perpetuity following completion of the construction of the Pipeline unless deemed abandoned as provided herein.

3. **Consideration.** Grantor acknowledges receipt from Grantee of full payment of consideration for the grant of the Easement.

In addition, Grantee shall pay to Grantor any amounts required for damage to property resulting from the Easement, and damages for removal of timber, crops, and structures in accordance with the terms of this Agreement.

4. **Limitations on Use of Easement.** The Easement is granted solely for the purposes and uses set forth in this Agreement and as further limited below:

- a. **Depth.** The top of the Pipeline shall at all times be a minimum of forty-eight (48) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater. If at any time from the date of completion of construction, settlement, washing or erosion causes a depression over the trench constructed for the Pipeline, Grantee agrees to further backfill the trench and smooth the surface of the land to substantially restore its former level.
- b. **Appurtenances.** There shall be no surface or subsurface appurtenances to the Pipeline other than as specifically permitted under this Agreement, described in Exhibit A, or as agreed to by Grantor by a separate written instrument signed by Grantor.
- c. **Other Easements.** Grantee acknowledges that the Easement is non-exclusive and that Grantor may, after providing notice to Grantee, grant other easements over, along and across the Easement Areas so long as such other easements do not interfere with Grantee's purposes and uses of the Easement. Grantee shall have no right to grant additional easements or sub-easements on, under, along or across the Easement Areas.
- d. **Grantor's Use of Easement Areas.** Grantor retains, reserves and shall continue to enjoy use of the Easement Areas for Grantor's own business operations, which operations include, without limitation, the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor's equipment and facilities used in the transmission of electrical energy, whether now existing or hereafter to be installed, in, at, over, under, along or across the Easement Areas and the Property ("Grantor's Operations"). Grantee shall not interfere with Grantor's Operations. Grantor additionally retains the right to use the Easement Areas for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the Pipeline installed therein provided the relocated Easement and Pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar days' prior written notice of the intention to relocate the Easement and Pipeline.

Grantee acknowledges that Grantor may traverse upon the Easement Areas with heavy equipment in conducting Grantor's Operations and further acknowledges that Grantor may, if circumstances require, pave portions of the Easement Areas.

Grantee agrees to be responsible for the installation of sufficient support, casing or other devices to ensure that such uses of the surface of the Easement Areas by Grantor do not damage the Pipeline. Notwithstanding anything in this Agreement to the contrary, Grantor does not need to obtain Grantee's consent for such uses.

5. **Access to Easement Areas by Grantee.** Exhibit A shall specifically depict the access areas whereby Grantee will have access to the Easement Areas. Other than in case of emergency, Grantee will not access the Easement Areas from points other than the stated access areas. In the event any appurtenant facilities are permitted on the Easement Areas, and unless specifically waived in writing by Grantor, such appurtenances shall be protected by fences and gates. No gates shall obstruct full access by Grantor to Grantor's property or the Easement Areas unless Grantor is given a key and the right of ingress and egress at Grantor's discretion.
6. **Construction.**
 - a. **Work Plans.** Prior to Grantee conducting any construction, construction-preparation, repair, replacement or maintenance activities in the Easement Areas, Grantee shall provide detailed specifications, plans and drawings for such work to Grantor. Such detailed specifications, plans and drawings shall show the location of the Pipeline in relation to Grantor's electric transmission lines, towers, structures, facilities and equipment. No work may be commenced in the Easement Areas without Grantor's prior written consent.
 - b. **Time Table.** Prior to Grantee conducting any construction or construction-preparation activities in the Easement Areas (other than surveying and measuring), Grantee shall provide Grantor a written timetable setting forth the Pipeline construction and completion schedule.
 - c. **Staking.** Grantee must stake or flag the outer boundaries of both the Pipeline Easement Area and the Temporary Easement Area prior to commencement of construction or placing materials or equipment within the Easement Areas.
 - d. **Identification of Contractors.** Prior to construction, Grantor shall be provided in writing the name, address, and a contact person for each independent contractor and subcontractor that enters upon the Easement Areas. Nothing herein shall limit the obligation and liability and responsibility of Grantee for any and all actions and activities occurring in connection with construction and Grantee's uses in general of the Easement Areas.
 - e. **Governmental Approvals.** Grantee shall procure and maintain at its own expense, prior to locating the Pipeline upon the Pipeline Easement Area, 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 Pipeline, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Grantee or Grantee's operations in the Easement Areas. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may materially and adversely affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent.

- f. **Work Standards.** The design and construction regarding the Pipeline and all activities conducted in the Easement Areas shall be in accordance with the highest standards in the industry and geographical area where the Easement Areas are located, with Grantee at all times following the highest observed and accepted standards in the industry for the geographical area where the Easement is located.

Additionally, Grantee, its agents, employees, contractors, subcontractors, invitees, and licensees shall comply with the following requirements relating to the construction, maintenance, repair or removal of the Pipeline:

- i. The Utility Communications System (MISS DIG), (800) 482-7171, must be contacted prior to performing any excavation in the Easement Areas.
 - ii. Appropriate measures shall be taken to prevent erosion during and after work activities on the Pipeline.
 - iii. Construction personnel and equipment shall at all times maintain a minimum of 20 foot radial distance from all electrical conductors on the Easement Areas.
 - iv. No dump truck may lift its bed under any electrical conductor on the Easement Areas.
 - v. All construction activities, including trenching, must maintain a minimum distance of 20 feet (edge to edge) from any electric transmission structure foundation.
 - vi. No digging or trenching may occur within 20 feet of any electric transmission structure without Grantor's prior written consent, and no spoils may be stored within seventy-five feet (75') of the centerline of any overhead power line.
 - vii. The grade of the Easement Areas may not be permanently changed without Grantor's prior written consent.
 - viii. Grantee may cut any fences in the Easement Areas where necessary for construction of the Pipeline only with Grantor's prior written consent, provided that, if such consent is granted, prior to cutting any such fence, Grantee 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 Pipeline construction, the fence shall either be repaired and restored to its original condition or the cut portion replaced with a pipeline gate.
 - ix. Any cranes, derricks or other overhead equipment operated on the Easement Areas shall operate in accordance with the National Electric Safety Code (NESC) and Occupational Safety and Health Administration rules respecting the operation of such equipment.
- g. **Removal of Timber, Crops, Structures.** Prior to any activity that changes the condition of trees, crops, or structures on the Easement Areas, Grantee shall provide Grantor a written accounting of each affected tree more than 3 inches (3") in diameter by type and diameter, crop by type and acreage, and structure by dimension

and description. At Grantor's option, Grantor may choose to harvest timber or crops, if appropriate. Grantee shall compensate Grantor or Grantor's licensees for the damage or loss to growing crops at current market value. Grantee shall compensate Grantor for the loss of any structure prior to its removal or being damaged, in an amount to be determined by a qualified independent appraiser at Grantee's expense.

- h. Fences and Drains.** Grantee shall construct and maintain appropriate temporary fencing and provisions for maintaining drainage during the period of construction so that Grantor's uses conducted on property adjoining the Easement Areas can be maintained. Upon completion of construction, any fences and drains will be reinstalled in a manner and condition equal to or better than that existing prior to construction.
- i. Temporary Crossings.** Grantee shall construct temporary crossings across open trenches and ditches to assure continued access, ingress and egress for Grantor to areas adjacent to the Easement Areas.
- j. Soils.** Grantee shall follow the "double ditch" construction method, segregating top soil removed, and replacing top soil above sub-soils. Grantee shall implement measures to avoid re-deposited topsoil being compacted to any degree greater than existed prior to construction. Grantee will reseed the Easement Areas so that upon completion of construction the Easement Areas has an appearance similar to that which existed prior to construction, to the degree reasonably practicable.
- k. Warnings.** Grantee shall construct and maintain appropriate signage warning of the Pipeline and advising of its location.
- l. No Other Uses.** The Easement Areas shall be used only for the purposes set forth in this Agreement. Grantee shall not store any materials, equipment or other items or construct roads or driveways on the Easement Areas, except as described in this Agreement, without Grantor's prior written consent. There shall be no hunting, fishing, littering, loitering, lodging, camping, or similar activities by Grantee or its contractors, permittees, invitees, or guests.
- m. As-Built Survey.** Upon completion of construction, and prior to the Pipeline being placed in service, Grantee shall provide Grantor with an as-built survey which reflects the location of the Pipeline, its depth, diameter and the Pipeline Easement Areas. Grantee shall provide Grantor with a supplemental survey that reflects any subsequent corrections or changes to the Pipeline and Easement.
- n. Temporary Access Road.** Grantee may construct one or more temporary access roads as shown in Exhibit A, provided that the grade of the Easement Area is not increased more than six inches (6") in height and that such access road at any point is no closer than twenty five feet (25') from the base of any ITC structures.

7. Maintenance and Upkeep.

- a. Excavation or Construction Concerning Replacement or Repair.** Grantee shall be responsible for any and all maintenance and repairs to the Pipeline, 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. In

the event of any maintenance, replacement or repair to the Pipeline, all work and activity shall be contained in the Pipeline Easement Areas (and not the Temporary Construction Easement Areas) unless and until a separate temporary easement is agreed to in writing and signed by Grantor.

- b. **Maintenance Obligations; Plans; Contact Person.** Maintenance of the Easement Areas (other than as to crops or vegetation planted by Grantor or Grantor's licensees) shall be the sole obligation of Grantee; provided that Grantor may perform any maintenance or vegetation management on the Easement Areas 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. Grantee shall provide Grantor with a contact person designated by Grantee, including name, address, 24/7 telephone access number, fax number and email. The contact person shall have information and knowledge pertinent to the Pipeline and Easement Areas in order to address questions and concerns from Grantor. In the event the contact person is replaced or changed by Grantee, Grantor shall be given reasonable prior written notice of the change, along with the required information for the new contact person.
 - c. **Taxes.** In the event any real property taxes are imposed upon Grantor by reason of the Pipeline and the Pipeline Easement, Grantee shall assume, pay, and reimburse Grantor in full for the amount of such taxes or any other increased real or personal property taxes.
8. **Liability.** Grantee's use of the Easement Areas shall be at Grantee's sole and absolute risk and expense. Grantee shall be strictly liable for all costs, damages and losses caused by or arising out of the construction, maintenance, repair, replacement, removal or operation of the Pipeline upon the Pipeline Easement Area and Grantee's use of the Temporary Easement Area, including, but not limited to, all costs incurred in protecting the Pipeline from impacts of Grantor's electric transmission lines, including newly constructed or reconducted transmission lines, such costs to include, but not be limited to, mitigating alternating current impacts and installing cathodic protection and pipeline grounding. Grantor shall not be responsible for repairing any damage to the Pipeline unless such damage occurs as a direct result of Grantor's sole negligence, intentional misconduct or Grantor's failure to comply with the terms and conditions of this Agreement. Grantee shall be responsible for any damage to Grantor's facilities or properties resulting from the construction, operation, maintenance, repair or replacement of the Pipeline.
9. **Indemnification.** Grantee agrees to protect, indemnify, defend and hold harmless the Grantor, its parents, subsidiaries and affiliates, and its and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invites, successors and assigns (collectively, "Grantor Parties") from and against any and all losses, costs, damages, liabilities (including, without limitation, reasonable attorneys' fees) and/or injuries, whether contingent, direct, consequential, liquidated or unliquidated, that may be asserted against the Grantor and/or Grantor Parties (other than to the extent any such claims arise from the conduct of the Grantor and/or Grantor Parties), arising out of or resulting from, relating to or connected with any act or omission of the Grantee, its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invites, successors and assigns (collectively, the "Grantee Parties") at, on or about the Easement Areas. Each permitted assignee of this Agreement or any interest therein, if any, agrees to indemnify and hold harmless Grantor and/or Grantor Parties in the same manner provided above. This indemnity shall apply to any claim, however caused, or regardless of

the legal grounds and basis. The provisions of this paragraph shall survive the termination or abandonment of the Easement.

10. Environmental Protection.

- a. Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Areas in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of the Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Areas in violation of all applicable Environmental Laws. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Grantor and/or Grantor Parties from and against any and all losses and claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by the Grantee or any of the Grantee Parties or any other person or entity (except for Grantor and/or any of the Grantor Parties) in, on, under or from the Easement Areas. For purposes of this Agreement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 960 I, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.
- b. Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances in violation hereof affecting the Easement Areas.
- c. This Section shall survive the expiration or other termination of the Easement.

11. Insurance.

- a. Grantee and the Grantee's contractors, at their own expense, must each maintain a general liability insurance policy that is reasonably satisfactory to Grantor in form and substance; provided, however, that such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies.
- b. Grantee shall assure that Grantee and any person acting on Grantee's behalf under this Easement carries the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Easement Areas or acting pursuant to this Easement, in such amounts as from time to time reasonably required by Grantor:
 - i. Workers Compensation and Employer's Liability with limits of \$1 million each accident, \$1 million each employee, and \$1 million disease.
 - ii. Commercial General Liability: \$10 million each occurrence
 - iii. Business Auto: \$1 million per accident
 - iv. Environmental Liability: \$10 million each occurrence

Within six (6) months of the five (5) year anniversary date of this Easement and each subsequent fifth (5th) anniversary, Grantor may request in writing and Grantee shall agree to institute new insurance amounts for pollution liability insurance based on current market conditions. Failure of Grantor to request an adjustment for any five (5) year period shall not preclude a full adjustment at a subsequent five (5) year anniversary if requested.

The Grantee shall provide Grantor with current Certificates of Insurance. The Certificates of Insurance must state that Grantor will have 30 days written notice before any material change or cancellation becomes effective to the insurance under this Agreement. The insurance policies required under this section, shall cover the Grantor as additional insureds with regard to the Easement Areas, and shall reflect that the insurer has waived any right of subrogation against the Grantor. Failure to comply with this Insurance section shall be basis of default and all operations under the Easement shall cease immediately.

12. Termination and Abandonment.

- a. **At Grantee's Option.** Grantee may terminate the Easement at any time upon providing written notice of termination to Grantor. Grantee, at Grantee's expense, agrees to prepare and record the appropriate documentation of such termination with the recorder's office of the county where the Easement is located.
- b. **Abandonment.** If Grantee has not commenced construction of the Pipeline within twelve (12) months following the date this Easement is signed by Grantor, the Easement shall be deemed abandoned. Once construction has commenced (construction being defined as excavation of a trench for the installation of the Pipeline), if no crude oil has been transported through the Pipeline for any period of twelve (12) months, then this Easement shall be deemed abandoned. If Grantor believes that the Easement has been abandoned, it shall provide written notice thereof to Grantee through the designated contact person maintained by Grantee under this Easement, said notice to be sent by certified mail and facsimile. Unless Grantee has responded within thirty (30) calendar days after such notice has been sent, providing evidence to counter the facts as presented by Grantor regarding abandonment, then Grantor may proceed to record an affidavit providing notice of abandonment and

termination of the Easement with the recorder's office of the county where the Easement is located. Grantee hereby agrees that such notice shall constitute abandonment and termination of the Easement.

Within ninety (90) days following abandonment or termination (as evidenced by recording notice of abandonment or termination with the county recorder), Grantee shall remove at Grantee's cost the Pipeline and other structures, accoutrements, appurtenances or the like from the Pipeline Easement Area, and restore the area to elevations and surface composition the same as prior to such removal, to the degree reasonably practicable, with Grantee being required to provide necessary fill and topsoil in order to reclaim the Pipeline Easement Area. Grantee shall separately compensate Grantor for any losses and damages, including damage to crops incurred by reason of such restoration and removal. Any waiver of the removal and restoration requirement by Grantor must be in writing, signed by Grantor.

There shall be no refund of consideration paid to Grantor for this Easement by reason of termination, lack of development, or for any other reason.

13. **Default.** Breach or violation by either party of any of its covenants, conditions, duties or obligations of this Agreement to be kept, observed and performed by such party and such breach or violation continues for more than thirty (30) days (or such longer time period as may be reasonably necessary provided such curing party continuously and diligently endeavors to cure such breach or violation) after written notice from the other party, shall constitute an event of default ("Event of Default") under this Agreement.
14. **Remedies.** Upon the occurrence of an Event of Default, either party may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Agreement):
 - a. take any and all corrective actions the non-defaulting party deems necessary or appropriate to cure such default and charge the cost thereof to the defaulting party, together with (i) interest thereon at the rate of two percent (2%) over the Corporate Base Rate of Interest (as announced by Citibank, N.A. (or its successors) from time to time); or
 - b. any other remedy available at law or in equity to the non-defaulting party, but subject to the limitations set forth in the last sentence of this paragraph, including without limitation specific performance of such obligations hereunder. The defaulting party shall be liable for and shall reimburse the other party upon demand for all reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing defaulting party's obligations under this Agreement, whether or not the non-defaulting party files legal proceedings in connection therewith. No delay or omission of a party to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach or violation of the terms or conditions of this Agreement.

15. **Liens, etc.** Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be assessed against the Easement Areas or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will promptly pay and release, or bond over the same. In the event such lien or claim of lien is not released and removed within thirty (30) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action reasonably necessary to release and remove such lien or claim of lien, and Grantee shall promptly upon notice thereof reimburse Grantor for all reasonable sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Areas.
16. **Notices.** Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

International Transmission Company
27175 Energy Way
Novi, Michigan 48377
Attn: Real Estate Manager

If to Grantee:

Enbridge Energy, Limited Partnership
1409 Hammond Ave.
Superior, Wisconsin 54880
Attn: Tom Hodge

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. Other; Miscellaneous.

- a. **Title/Encumbrances.** The Easement is granted without any warranties or covenants of title and is subject to all now-existing easements, restrictions, and encumbrances affecting the Easement Areas to which this Easement would be subordinate under the recording acts or other applicable laws of the State of Michigan.
- b. **Successors/Assignments.** This Easement shall run with the land and shall be binding upon and inure to and be applicable to Grantor and Grantee and their respective heirs, representatives, successors and permitted assigns. Grantee shall not assign this Easement without the prior written consent of Grantor, with Grantor's consent not to be unreasonably withheld or delayed; provided, however, that in the event of any assignment by Grantee or any successive Grantee, the assignee shall remain fully

responsible for all obligations, responsibilities and liabilities of Grantee under this Agreement (including, but not limited to, requirements as to indemnity and insurance).

- c. **Entire Agreement.** This Agreement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
- d. **No Oral Change.** This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- e. **Governing Law, Venue.** The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Michigan located in the county in which the real property at issue is located or, as applicable, the United States District Court for the Eastern District of Michigan, (b) submit to the exclusive jurisdiction of the courts of the State of Michigan located in the county in which the real property at issue is located and the United States District Court for the Eastern District of Michigan, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.
- f. **Severability.** In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Agreement to its original intent and effect.
- g. **Counterparts.** This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same Agreement.
- h. **No Third Party Beneficiaries.** Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Agreement or any of the rights and privileges conferred herein.

- i. **Title to Grantee's Facilities.** Grantee (and/or others to which Grantee shall assign or convey rights or an interest under this Agreement) shall at all times retain title to the Pipeline and related appurtenances. Grantor shall have no ownership interest in or to any of the Pipeline or related appurtenances.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

In Witness Whereof, this instrument is executed as of this 23rd day of March, 2013.

GRANTOR:

INTERNATIONAL TRANSMISSION COMPANY,
a Michigan corporation

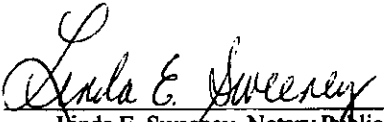
By: ITC Holdings Corp.,
a Michigan corporation

Its: Sole Owner

By: 
Christine Mason Soneral

Its: Vice President and General Counsel- Utility Operations

Acknowledged before me in Oakland County, Michigan, this 23rd day of MARCH, 2013, by Christine Mason Soneral, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.


Linda E. Swesney, Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 05/26/2015

GRANTEE:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP
By: Enbridge Pipelines (Lakehead) L.L.C.
Its General Partner

By: Thomas D. Hodge
THOMAS D. HODGE
Its: Authorized Agent

FORM 4

Acknowledged before me in Douglas County, WI, this 26th day of March,
2013, by Thomas D. Hodge, the Authorized Agent of Enbridge
Pipelines (Lakehead) L.L.C., the General Partner of Enbridge Energy Limited Partnership, on behalf
of the limited partnership.

JENNA SUNNARBORG
NOTARY PUBLIC
STATE OF WISCONSIN

Jenna Sunnarborg
Jenna Sunnarborg Notary Public

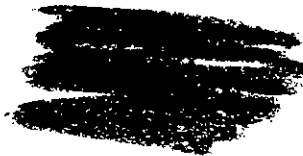
County, _____
Acting in Douglas County, WI

My Commission Expires: December 20, 2015

Prepared by:
William L. Logan (P54771)
Law Office of William L. Logan, PLLC
313 Droste Circle
East Lansing, MI 48823

When recorded return to:
Elaine Clifford
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377

EXHIBIT A



W 1/4 CORNER
SECTION 27
T.5.N.,R.9.E.

EAST - WEST 1/4 LINE SECTION 27

CENTER OF
SECTION 27
T.5.N.,R.9.E.

MICHIGAN STATE PLANE COORDINATES
SOUTH ZONE, NAD 83(CDRS)
INTERNATIONAL FEET
COMBINED SCALE FACTOR 0.99986207

TEMPORARY ACCESS ROAD
SEE SHEET 3 OF 4 FOR DETAIL

TRANSMISSION TOWER
ITC STRUCTURE NO. 9802
800' FEET NORTH ALONG POWER LINE
FROM ENBRIDGE PERMANENT EASEMENT

200'

OHP LINES

OHP LINES

150' WIDE NO SPOIL BUFFER*

* NO SPOIL TO BE STORED
WITHIN 75' OF THE CENTERLINE
OF THE OVERHEAD POWER LINES

SEE PAGE 2 OF 4
FOR FURTHER DETAIL
&
4 OF 4 FOR
DESCRIPTIONS

POWER POLE
"TYPICAL"

EXISTING ENBRIDGE 6B PIPELINE

PROPOSED ENBRIDGE 6B REPLACEMENT

TRANSMISSION TOWER
ITC STRUCTURE NO. 9801

50' X 150'
ADDITIONAL
TEMPORARY
WORK SPACE

WEST LINE GRANTOR'S PROPERTY
N 02° 28' 34" W 1238.38'

EAST LINE GRANTOR'S PROPERTY

- EXISTING 3' WIDE EASEMENT
660.0 SQ. FT. = 0.015 ACRES
- 15' WIDE PERMANENT EASEMENT - 221.16 L.F.T.
3,206.9 SQ. FT. = 0.074 ACRES
- TEMPORARY WORKSPACE (TWS)
17,673.0 SQ. FT. = 0.408 ACRES
- ADDITIONAL TEMPORARY WORKSPACE(ATWS)
73,482.7 SQ. FT. = 1.687 ACRES
- TEMPORARY ACCESS RD(30' WIDE) - 200.06 L.F.T.
6,000.0 SQ. FT. = 0.138 ACRES
- ROADWAY EASEMENT AGREEMENT MADE
APRIL 18TH, 1979 BETWEEN THE DETROIT
EDISON COMPANY AND LAKEHEAD PIPE
LINE COMPANY, INC. (16' WIDE)

200'

TRANSMISSION TOWER
ITC STRUCTURE NO. 9800

SW CORNER
SECTION 27
T.5.N.,R.9.E.

N 87° 45' 48" E 1129.66'

CL SEYMOUR LAKE ROAD
SOUTH LINE SECTION 27

S 1/4 CORNER
SECTION 27
T.5.N.,R.9.E.

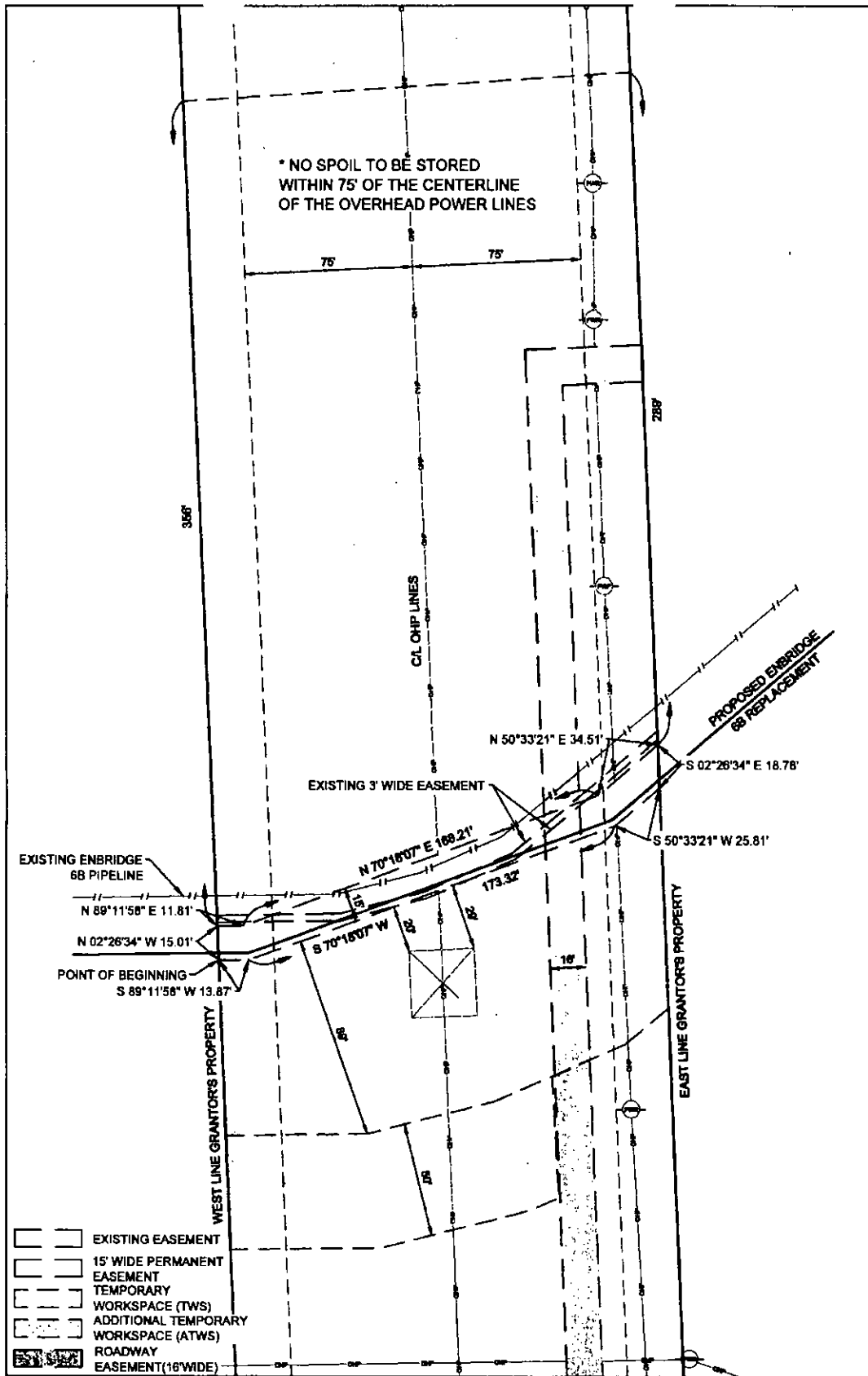


DRAWING TITLE:
ENBRIDGE LINE 6B EASEMENT
INTERNATIONAL TRANS. CO. FEE STRIP
TAX ID# 03-27-100-029
BRANDON TWP., OAKLAND COUNTY, MI.
DRAWING NUMBER: M-812-7
JOB NUMBER: 12-03-008(HEI)
DRAWN BY: HE(DRF)
DATE: 06/19/2012
SCALE: 1" = 250'

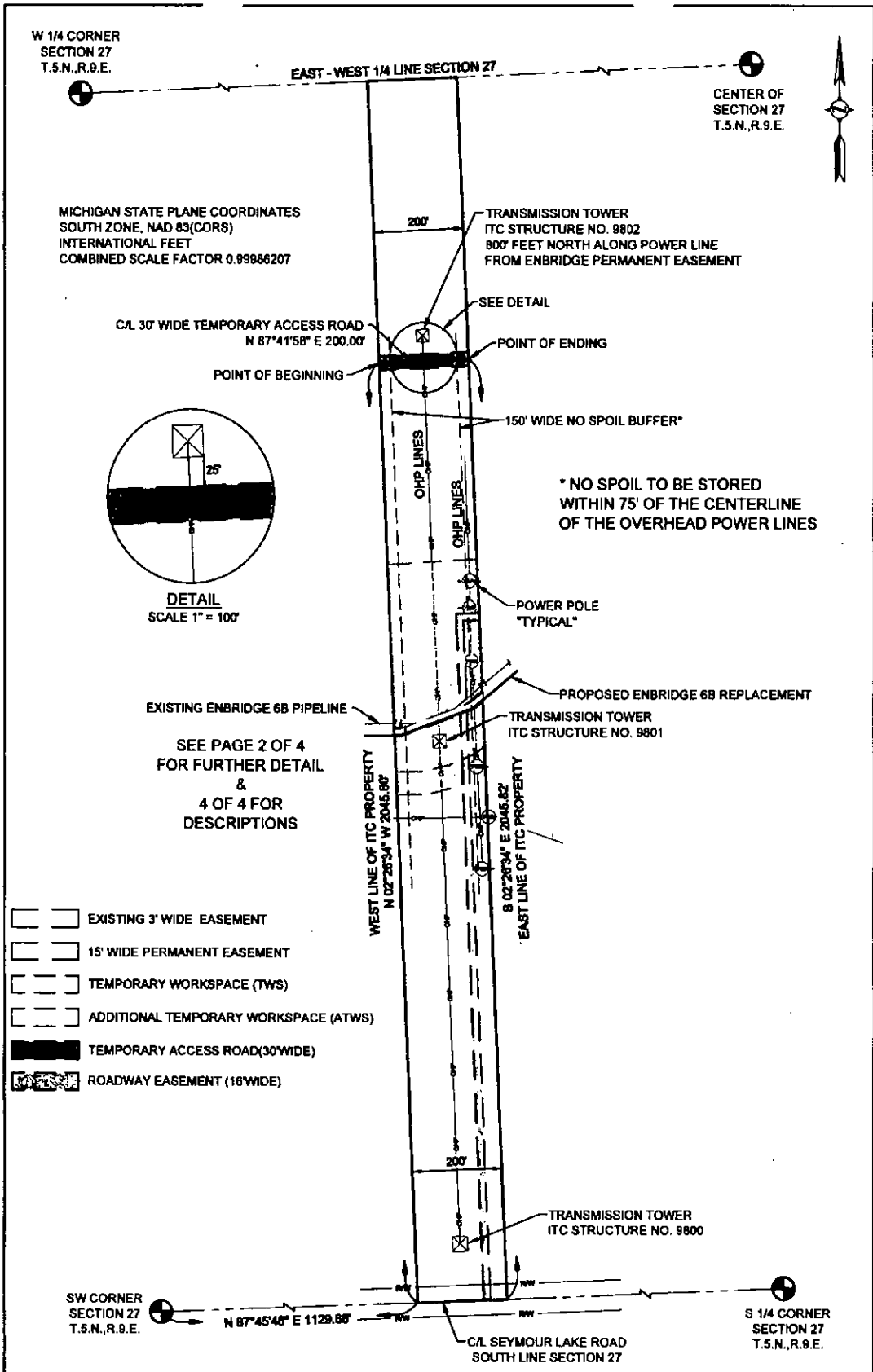
**HOLLAND
ENGINEERING**

ENGINEERING | SURVEYING | PIPELINE SERVICES
220 Hoover Boulevard, Suite 2 | 28555 Evergreen Rd. Suite 430
Holland, Michigan 49423-3788 | Southfield, Michigan 48076
T 616-362-5608 F 616-362-2118 | T 248-827-7322 F 248-827-7548
www.hollandengineering.com

SHEET: 1 OF 4
REV.5(03-22-13)



	DRAWING TITLE: ENBRIDGE LINE 68 EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 03-27-100-029 BRANDON TWP., OAKLAND COUNTY, MI.	<h1>HOLLAND</h1> ENGINEERING <small>ENGINEERING SURVEYING PIPELINE SERVICES</small> 220 Hoover Boulevard, Suite 2 2555 Evergreen Rd. Suite 430 Holland, Michigan 49423-3788 Southfield, Michigan 48075 T 616-382-5838 F 616-382-2110 T 248-827-7322 F 248-827-7549 www.hollandengineering.com
	DRAWING NUMBER: M-912-7 JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/19/2012 SHEET: 2 OF 4 SCALE: 1" = 50' REV.5(03-22-13)	



	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 03-27-100-029 BRANDON TWP., OAKLAND COUNTY, MI.	HOLLAND ENGINEERING ENGINEERING SURVEYING PIPELINE SERVICES 220 Hoover Boulevard, Suite 2 Holland, Michigan 49423-3766 T 616-362-5638 F 616-382-2116 26556 Evergreen Rd., Suite 430 Southfield, Michigan 48076 T 248-827-7322 F 248-827-7548 www.hollandengineering.com
	DRAWING NUMBER: M-812-7 JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/19/2012 SCALE: 1" = 250'	

15' WIDE PIPELINE EASEMENT DESCRIPTION

A 15 foot wide easement over and across that part of the Southwest 1/4 of Section 27, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan, being described as follows:

Commencing at the Southwest corner of said Section 27, thence North 87 degrees 45 minutes 48 seconds East 1129.66 feet along the South line of said Section 27 to the West line of the grantor's property; thence North 02 degrees 26 minutes 34 seconds West 1239.39 feet along the West line of the grantor's property to the Point of Beginning; thence continuing North 02 degrees 26 minutes 34 seconds West 15.01 feet along the West line of the grantor's property; thence North 89 degrees 11 minutes 58 seconds East 11.81 feet; thence North 70 degrees 18 minutes 07 seconds East 168.21 feet; thence North 50 degrees 33 minutes 21 seconds East 34.51 feet to a point on the East line of the grantor's property; thence South 02 degrees 26 minutes 34 seconds East 18.78 feet along the East line of the grantor's property; thence South 50 degrees 33 minutes 21 seconds West 25.81 feet; thence South 70 degrees 18 minutes 07 seconds West 173.32 feet; thence South 89 degrees 11 minutes 58 seconds West 13.87 feet to the Point of Beginning.

PT 03-27-100-029

The sidelines of said 15 foot wide easement to be extended or shortened to meet at angle points and to terminate at the East and the West lines of the grantor's property.

Description of Temporary Workspace (TWS)

0.408 Acres of Temporary Workspace to be used during construction as illustrated on Drawing M-812-7,

Sheet 2 of 4.

Description of Additional Temporary Workspace (ATWS)

1.687 Acres of Additional Temporary Workspace to be used during construction as illustrated on Drawing M-812-7, Sheet 2 of 4.

16 foot wide Roadway Easement

A roadway easement agreement made April 19th, 1979 between The Detroit Edison Company and Lakehead Pipe Line Company, INC., being 16 feet in width and illustrated on Drawing M-812-7, Sheet 1 of 4.


30' Wide Temporary Access Road Description

A 30 foot wide Temporary Access Road over and across that part of the Southwest 1/4 of Section 27, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan, the centerline of which being described as follows:

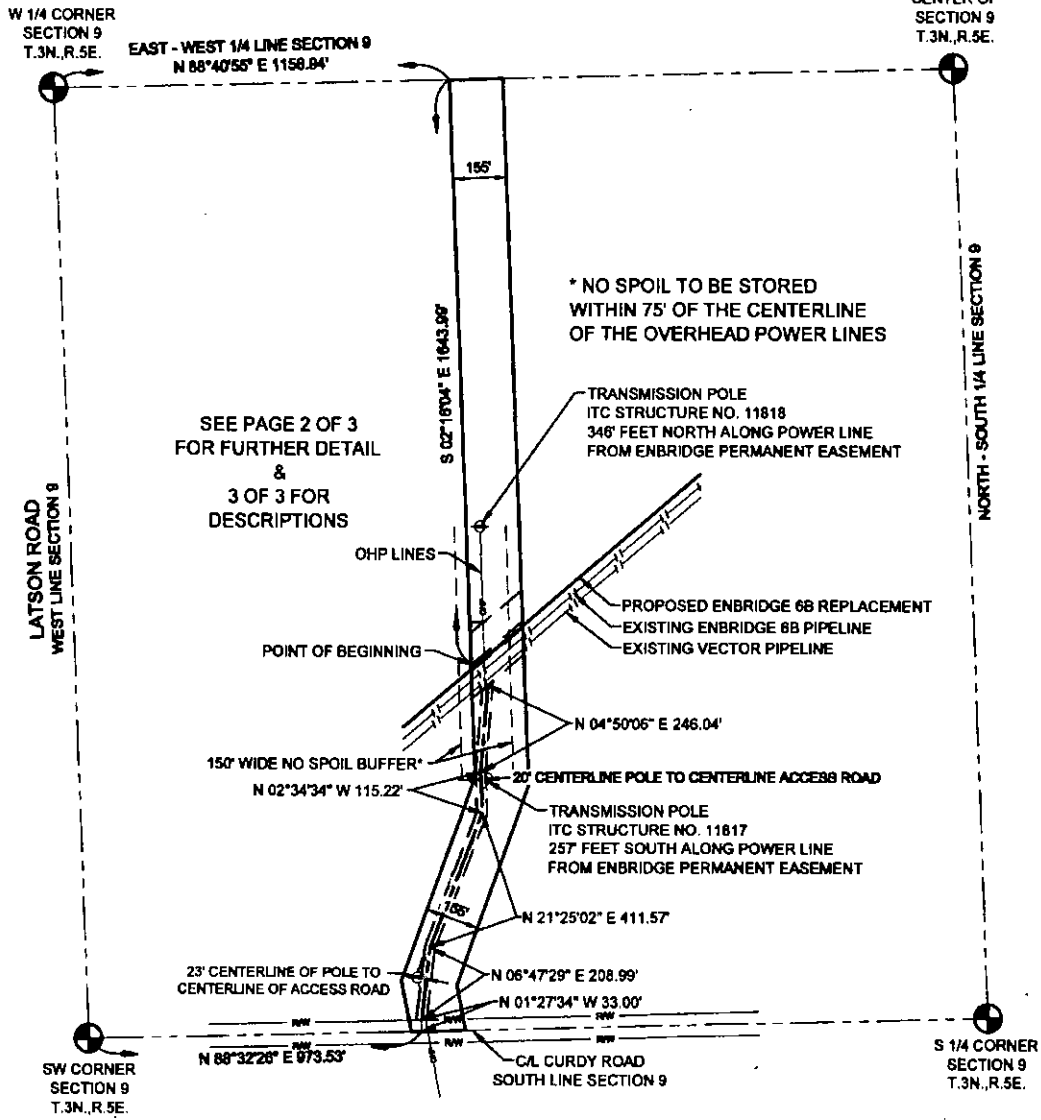
Commencing at the Southwest corner of said Section 27, thence North 87 degrees 45 minutes 48 seconds East 1129.66 feet along the South line of said Section 27 to the West line of the grantor's property; thence North 02 degrees 28 minutes 34 seconds West 2045.60 feet along the West line of the grantor's property to the Point of Beginning; thence North 87 degrees 41 minutes 58 seconds East 200.00 feet to the East line of the grantor's property and the Point of End.

The sidelines of said 30 foot wide Temporary Access Road to be extended or shortened to meet at angle points and to terminate at the East and the West lines of the grantor's property.

PT 03-27-100-029

	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 03-27-100-029 BRANDON TWP., OAKLAND COUNTY, MI.	HOLLAND ENGINEERING <small>ENGINEERING SURVEYING PIPELINE SERVICES</small> 220 Hoover Boulevard, Suite 2 26555 Evergreen Rd. Suite 430 Holland, Michigan 49423-3766 Southfield, Michigan 48078 T 616-392-5939 F 616-392-2116 T 248-627-7322 F 248-627-7540 www.hollandengineering.com
	DRAWING NUMBER: M-812-7 JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/18/2012 SHEET: 4 OF 4 SCALE: N/A REV.5(03-22-13)	

MICHIGAN STATE PLANE COORDINATES
 SOUTH ZONE, NAD 83(CORS)
 INTERNATIONAL FEET
 COMBINED SCALE FACTOR 0.99987302

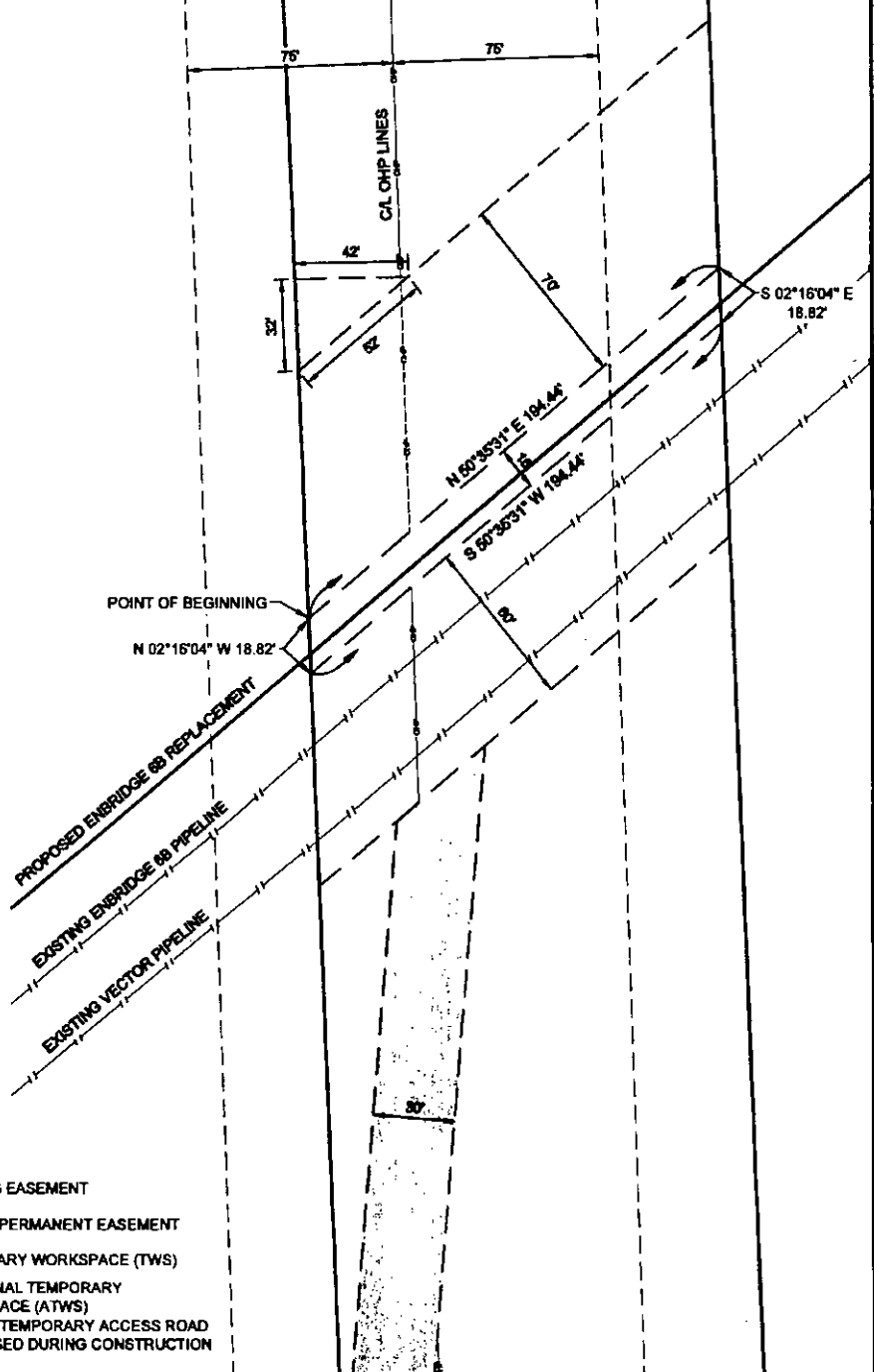


- EXISTING 60' WIDE LINE 6B EASEMENT
- 16' WIDE PERMANENT EASEMENT - 194.44 L.F.T.
2,916.6 SQ.FT. = 0.067 ACRES
- TEMPORARY WORKSPACE (TWS)
13,610.9 SQ.FT. = 0.312 ACRES
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)
671.5 SQ.FT. = 0.015 ACRES
- 30' WIDE TEMPORARY ACCESS ROAD TO BE USED DURING CONSTRUCTION
29,447 SQ.FT. = 0.676 ACRES

	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 47-07-09-100-011 OCEOLA TWP., LIVINGSTON COUNTY, MI.	<h1 style="margin: 0;">HOLLAND</h1> <h2 style="margin: 0;">ENGINEERING</h2> <p style="font-size: small; margin: 0;">ENGINEERING SURVEYING PIPELINE SERVICES</p> <p style="font-size: x-small; margin: 0;">220 Hoover Boulevard, Suite 2 29555 Evergreen Rd. Suite 430 Holland, Michigan 49423-3700 Southfield, Michigan 48070 T 616-362-5938 F 616-362-2116 T 248-827-7322 F 248-827-7546 www.hollandengineering.com</p>
	DRAWING NUMBER: M-787-1D JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/19/2012 SHEET: 1 OF 3 SCALE: 1" = 400' REV.4 (11-14-12)	



* NO SPOIL TO BE STORED
WITHIN 75' OF THE CENTERLINE
OF THE OVERHEAD POWER LINES



- EXISTING EASEMENT
- 15' WIDE PERMANENT EASEMENT
- TEMPORARY WORKSPACE (TWS)
- ADDITIONAL TEMPORARY WORKSPACE (ATWS)
- 30' WIDE TEMPORARY ACCESS ROAD TO BE USED DURING CONSTRUCTION



DRAWING TITLE:
ENBRIDGE LINE 68 EASEMENT
INTERNATIONAL TRANS. CO. FEE STRIP
TAX ID# 47-07-09-100-011
OCEOLA TWP., LIVINGSTON COUNTY, MI.
DRAWING NUMBER: M-787-1D
JOB NUMBER: 12-03-008(HEI)
DRAWN BY: HEI(DRF)
DATE: 06/19/2012
SCALE: 1" = 50'

HOLLAND ENGINEERING

ENGINEERING | SURVEYING | PIPELINE SERVICES
220 Hoover Boulevard, Suite 2 | 25555 Evergreen Rd. Suite 430
Holland, Michigan 49423-3706 | Southfield, Michigan 48076
T 616-392-5638 F 616-392-2116 | T 248-827-7322 F 248-827-7540
www.hollandengineering.com

15' Wide Pipeline Easement Description

Part of the Southwest 1/4 of Section 9, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan being described as:

Commencing at the West 1/4 corner of said Section 9, thence North 88 degrees 40 minutes 55 seconds East 1156.94 feet along the East and West 1/4 line of said Section 9 to the West line of the grantor's property; thence South 02 degrees 16 minutes 04 seconds East 1643.99 feet along said West line to the Point of Beginning; thence North 50 degrees 35 minutes 31 seconds East 194.44 feet to the East line of the grantor's property; thence South 02 degrees 16 minutes 04 seconds East 18.82 feet along said East line to the Northwestern line of an existing 60 foot wide pipeline right of way easement grant as recorded in Liber 507, Page 246, Livingston County Records; thence South 50 degrees 35 minutes 31 seconds West 194.44 feet along said Northwestern line to the West line of the grantor's property; thence North 02 degrees 16 minutes 04 seconds West 18.82 feet along said West line to the Point of Beginning.

Description of Temporary Workspace (TWS)

A 70 foot wide strip to be used for Temporary Workspace during construction, the Southeastery line of said Temporary Workspace is coincident with the Northwestern line of the previously described 15 foot wide Permanent Pipeline Easement located in the Southwest 1/4 of Section 9, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan.

The side lines of the 70 foot wide Temporary Workspace are to be lengthened or shortened to terminate at the Grantor's East and West property lines.


30' Wide Temporary Access Road to be used During Construction

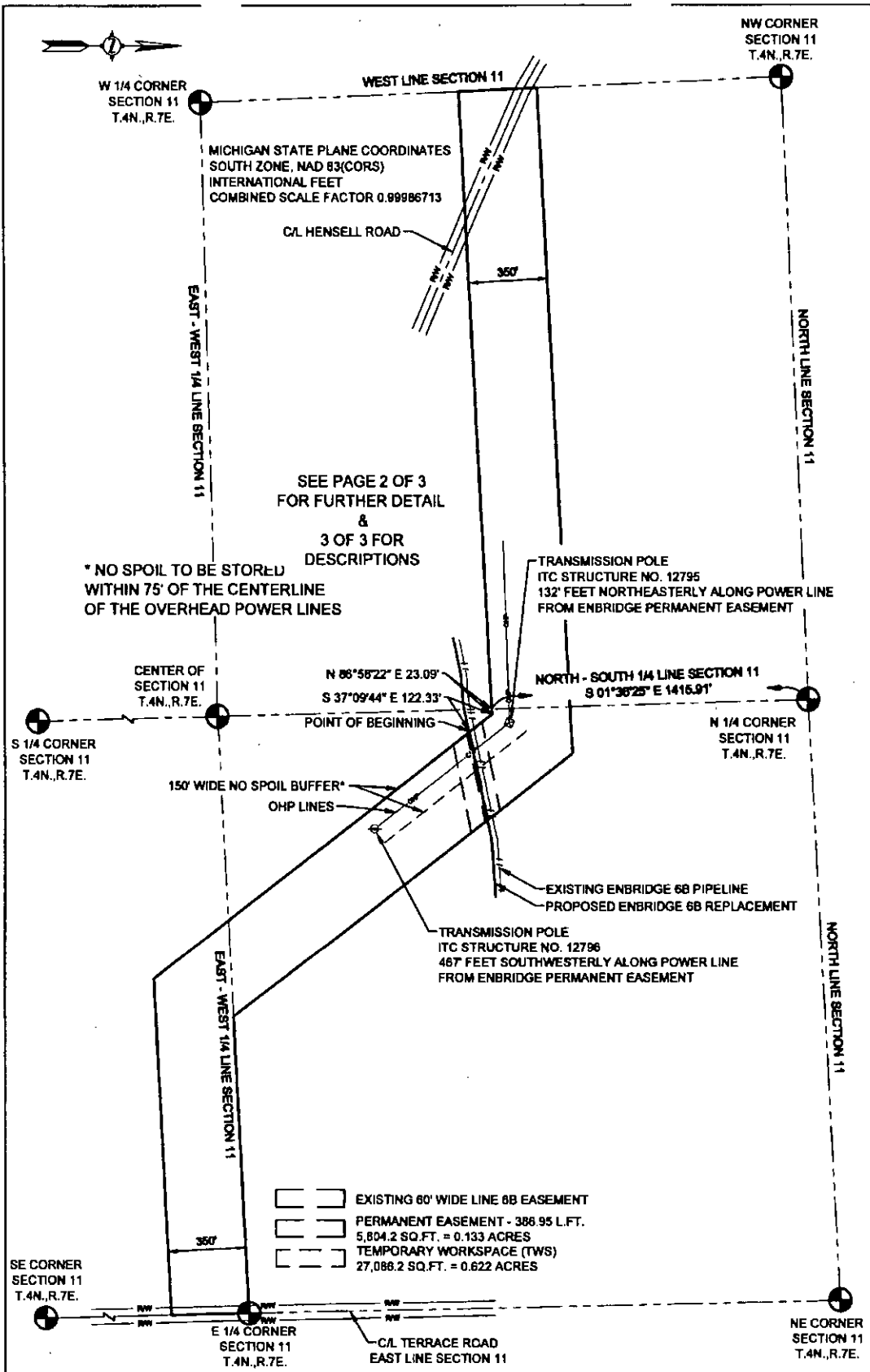
Part of the Southwest 1/4 of Section 9, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan, the sidelines being 15 feet each side of and measured at right angles to the following described easement centerline:

Commencing at the Southwest 1/4 corner of said Section 9, thence North 88 degrees 32 minutes 26 seconds East 973.53 feet along the South line of said Section 9; thence North 01 degrees 27 minute 34 seconds West 33.00 feet to the North Right of Way line of Curdy Road and the Point of Beginning; thence North 06 degrees 47 minutes 29 seconds East 208.99 feet; thence North 21 degrees 25 minutes 02 seconds East 411.57 feet; thence North 02 degrees 34 minutes 34 seconds West 115.22 feet; thence North 04 degrees 50 minutes 06 seconds East 246.04 feet to the Southeastery line of an existing 60 foot wide pipeline right of way easement grant as recorded in Liber 507, Page 246, Livingston County Records and the Point of Ending.

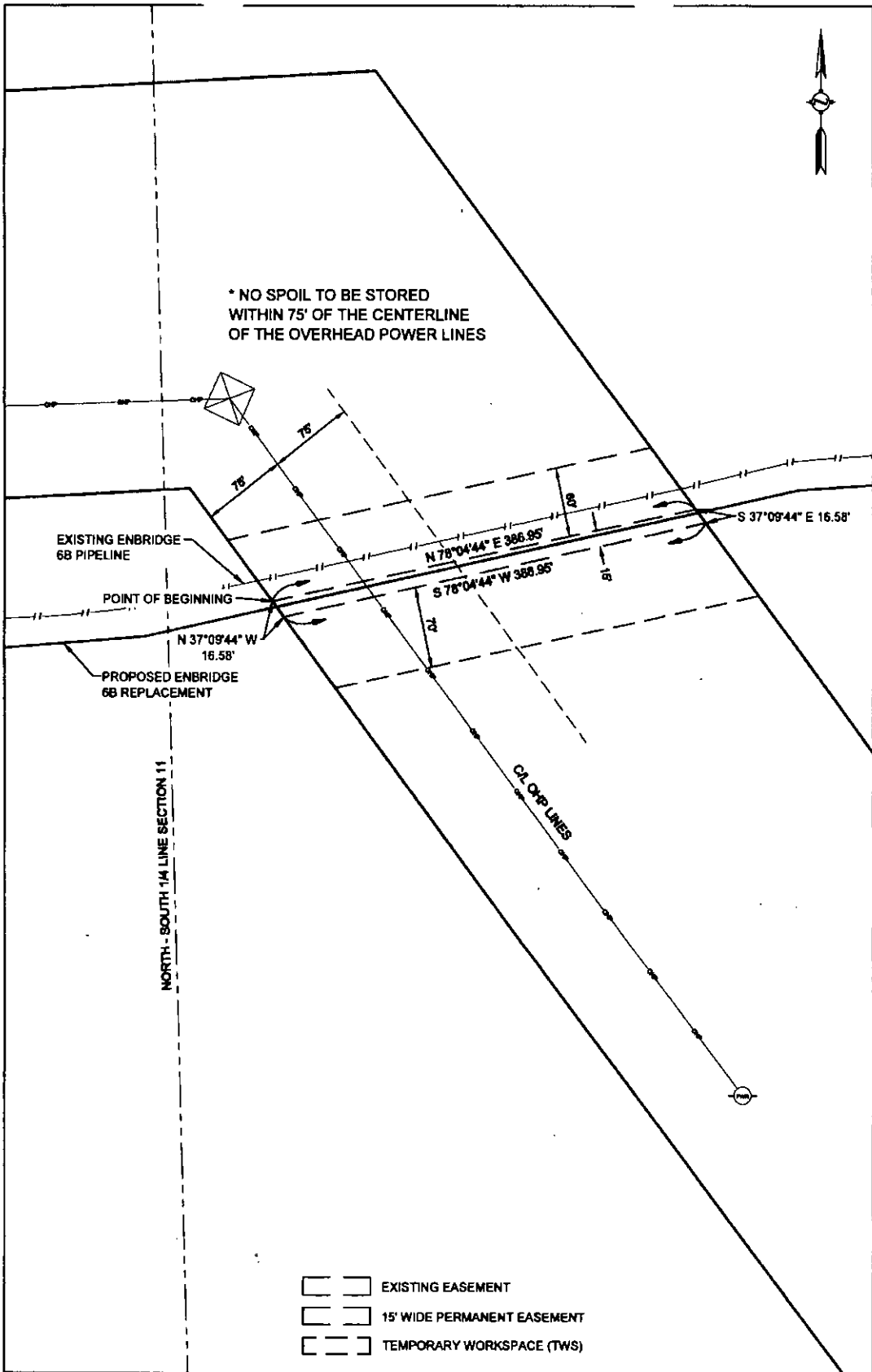
Description of Additional Temporary Workspace (ATWS)

0.015 Acres of Additional Temporary Workspace to be used during construction as illustrated on Drawing M-787-1D, Sheet 2 of 3.

	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 47-07-09-100-011 OCEOLA TWP., LIVINGSTON COUNTY, MI.	HOLLAND ENGINEERING <small>ENGINEERING SURVEYING PIPELINE SERVICES</small> 220 Hoover Boulevard, Suite 2 26555 Evergreen Rd., Suite 430 Holland, Michigan 49423-3786 Southfield, Michigan 48076 T 616-362-6936 F 616-362-2116 T 248-827-7322 F 248-827-7549 www.hollandengineering.com
	DRAWING NUMBER: M-787-1D JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 08/19/2012 SHEET: 3 OF 3 SCALE: N/A REV.4 (11-14-12)	



	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 08-11-200-027 ROSE TWP., OAKLAND COUNTY, MI.	<h1 style="margin: 0;">HOLLAND</h1> <h2 style="margin: 0;">ENGINEERING</h2> <p style="font-size: small; margin: 0;">ENGINEERING SURVEYING PIPELINE SERVICE</p> <p style="font-size: x-small; margin: 0;">220 Hoover Boulevard, Suite 2 Holland, Michigan 49423-3788 T 616-362-5436 F 616-362-2116</p> <p style="font-size: x-small; margin: 0;">26555 Evergreen Rd, Suite 430 Southfield, Michigan 48076 T 248-627-7322 F 248-627-7549</p> <p style="font-size: x-small; margin: 0;">www.hollandengineering.com</p>
	DRAWING NUMBER: M-801-5B JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/19/2012 SCALE: 1" = 500'	



	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 06-11-200-027 ROSE TWP., OAKLAND COUNTY, MI.	<h2 style="margin: 0;">HOLLAND ENGINEERING</h2> <p style="font-size: small; margin: 0;">ENGINEERING SURVEYING PIPELINE SERVICES</p> <p style="font-size: x-small; margin: 0;">220 Hoover Boulevard, Suite 2 26555 Evergreen Rd, Suite 430 Holland, Michigan 49423-3708 Southfield, Michigan 48070 T 616-362-5938 F 616-382-2116 T 248-827-7322 F 248-827-7549</p> <p style="font-size: x-small; margin: 0;">www.hollandengineering.com</p>
	DRAWING NUMBER: M-801-6B JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/19/2012 SHEET: 2 OF 3 SCALE: 1" = 100' REV.3 (11-14-12)	

15' WIDE PIPELINE EASEMENT DESCRIPTION

Part of the Northeast 1/4 of Section 11, Town 4 North, Range 7 East, Rose Township, Oakland County, Michigan being described as:


Commencing at the North 1/4 corner of said Section 11, thence South 01 degrees 36 minutes 25 seconds East 1415.91 feet along the North and South 1/4 line of said Section 11 to the South line of the grantor's property; thence North 86 degrees 58 minutes 22 seconds East 23.09 feet along said South line; thence South 37 degrees 09 minutes 44 seconds East 122.33 feet along the Southwesterly line of the grantor's property to the Southerly line of an existing 60 foot wide pipeline right of way easement grant as recorded in Liber 5322, Page 124, Oakland County Records and the Point of Beginning; thence North 78 degrees 04 minutes 44 seconds East 386.95 feet along said Southerly line to the Northeasterly line of the grantor's property; thence South 37 degrees 09 minutes 44 seconds East 16.58 feet along said Northeasterly line; thence South 78 degrees 04 minutes 44 seconds West 386.95 feet to the Southwesterly line of the grantor's property; thence North 37 degrees 09 minutes 44 seconds West 16.58 feet along said Southwesterly line to the Point of Beginning.

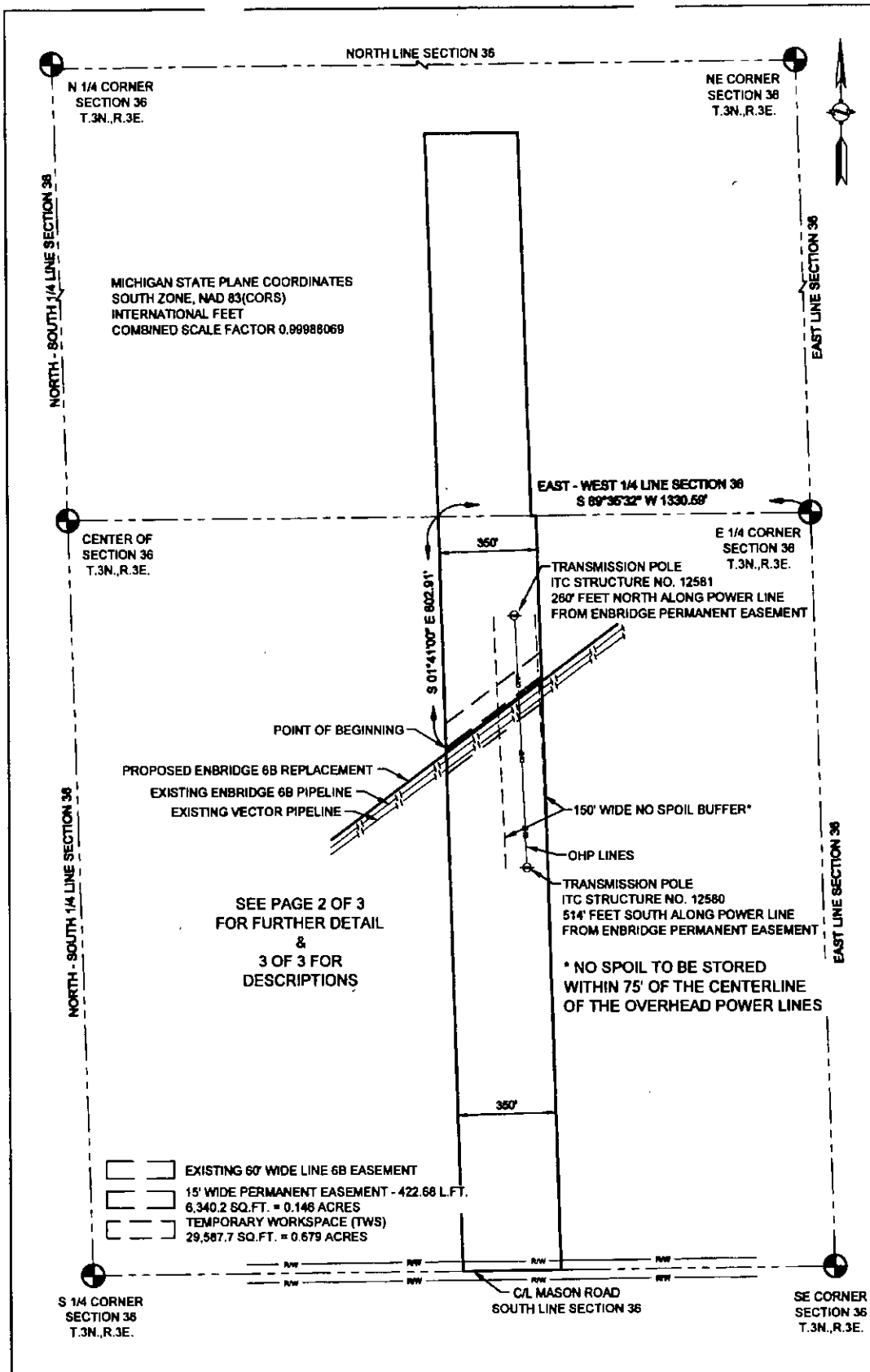
PT 06-11-200-027


Description of Temporary Workspace (TWS)

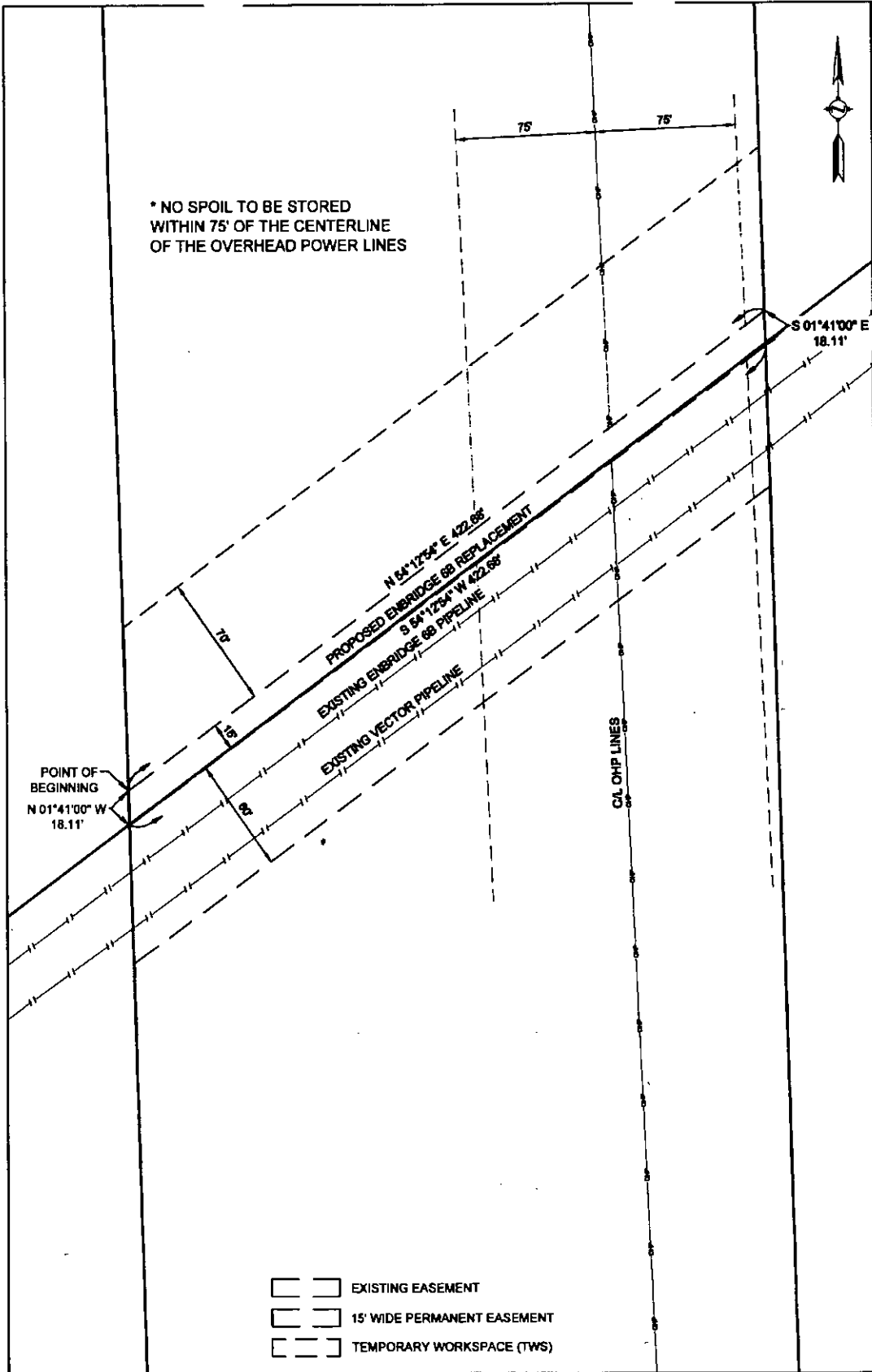
A 70 foot wide strip to be used for Temporary Workspace during construction, the Northerly line of said Temporary Workspace is coincident with the Southerly line of the previously described 15 foot wide Permanent Pipeline Easement located in the Northeast 1/4 of Section 11, Town 4 North, Range 7 East, Rose Township, Oakland County, Michigan.

The side lines of the 70 foot wide Temporary Workspace are to be lengthened or shortened to terminate at the Grantor's Northeasterly and Southwesterly property lines.

	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 06-11-200-027 ROSE TWP., OAKLAND COUNTY, MI.	HOLLAND ENGINEERING <small>ENGINEERING SURVEYING PIPELINE SERVICES</small> 220 Hoover Boulevard, Suite 2 26555 Evergreen Rd., Suite 430 Holland, Michigan 49423-3700 Southfield, Michigan 48076 T 616-382-9838 F 616-392-2116 T 248-827-7322 F 248-827-7549 www.hollandengineering.com
	DRAWING NUMBER: M-801-5B JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/19/2012 SCALE: N/A	



	<p>DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 47-05-36-400-004 HANDY TWP., LIVINGSTON COUNTY, MI.</p>	<p>HOLLAND ENGINEERING ENGINEERING SURVEYING PIPELINE SERVICES</p> <p>220 Hoover Boulevard, Suite 2 20555 Evergreen Rd. Suite 430 Holland, Michigan 49423-3786 Southfield, Michigan 48078 T 616-362-6630 F 616-362-2118 T 248-427-7322 F 248-427-7540 www.hollandengineering.com</p>
	<p>DRAWING NUMBER: M-778-3A JOB NUMBER: 12-03-008(HEI) DRAWN BY: HEI(DRF) DATE: 06/19/2012 SCALE: 1" = 400'</p>	



* NO SPOIL TO BE STORED
WITHIN 75' OF THE CENTERLINE
OF THE OVERHEAD POWER LINES




S 01°41'00" E
18.11'

N 54°12'54" E 422.68'
PROPOSED ENBRIDGE 6B REPLACEMENT
S 54°12'54" W 422.68'

EXISTING ENBRIDGE 6B PIPELINE
EXISTING VECTOR PIPELINE

POINT OF
BEGINNING
N 01°41'00" W
18.11'

CAL OHP LINES

-  EXISTING EASEMENT
-  15' WIDE PERMANENT EASEMENT
-  TEMPORARY WORKSPACE (TWS)



DRAWING TITLE:
ENBRIDGE LINE 6B EASEMENT
INTERNATIONAL TRANS. CO. FEE STRIP
TAX ID# 47-05-36-400-004
HANDY TWP., LIVINGSTON COUNTY, MI.

DRAWING NUMBER: M-778-3A
JOB NUMBER: 12-03-008(HEI)
DRAWN BY: HEI(DRF)
DATE: 06/19/2012
SCALE: 1" = 60'

HOLLAND
ENGINEERING

ENGINEERING | SURVEYING | PIPELINE SERVICES

220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3788
T 616-362-5636 F 616-362-2116

25555 Evergreen Rd. Suite 430
Southfield, Michigan 48078
T 248-627-7322 F 248-627-7349

www.hollandengineering.com

15' WIDE PIPELINE EASEMENT DESCRIPTION


Part of the Southeast 1/4 of Section 36, Town 3 North, Range 3 East, Handy Township, Livingston County, Michigan being described as:

Commencing at the East 1/4 corner of said Section 36, thence South 89 degrees 35 minutes 32 seconds West 1330.59 feet along the East and West 1/4 line of said Section 36 to the West line of the grantor's property; thence South 01 degrees 41 minutes 00 seconds East 802.91 feet along said West line to the Point of Beginning; thence North 54 degrees 12 minutes 54 seconds East 422.68 feet to the East line of the grantor's property; thence South 01 degrees 41 minutes 00 seconds East 18.11 feet along said East line to the Northwestern line of an existing 60 foot wide pipeline right of way easement grant as recorded in Liber 517, Page 283, Livingston County Records; thence South 54 degrees 12 minutes 54 seconds West 422.68 feet along said Northwestern line to the West line of the grantor's property; thence North 01 degrees 41 minutes 00 seconds West 18.11 feet along said West line to the Point of Beginning.

Description of Temporary Workspace (TWS)

A 70 foot wide strip to be used for Temporary Workspace during construction, the South line of said Temporary Workspace is coincident with the North line of the previously described 15 foot wide Permanent Pipeline Easement located in the Southeast 1/4 of Section 36, Town 3 North, Range 3 East, Handy Township, Livingston County, Michigan.

The side lines of the 70 foot wide Temporary Workspace are to be lengthened or shortened to terminate at the Grantor's East and West property lines.

	DRAWING TITLE: ENBRIDGE LINE 6B EASEMENT INTERNATIONAL TRANS. CO. FEE STRIP TAX ID# 47-05-36-400-004 HANDY TWP., LIVINGSTON COUNTY, MI.	HOLLAND ENGINEERING <small>ENGINEERING SURVEYING PIPELINE SERVICES</small> 220 Hoover Boulevard, Suite 2 26565 Evergreen Rd, Suite 430 Holland, Michigan 49423-3798 Southfield, Michigan 48076 T 616-342-9836 F 616-342-2118 T 248-827-7322 F 248-827-7548 www.hollandengineering.com
	DRAWING NUMBER: M-778-3A JOB NUMBER: 12-03-008(HEI) DRAWN BY: HE(DRF) DATE: 06/19/2012 SHEET: 3 OF 3 SCALE: N/A REV.3 (11-14-12)	