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2013 MAR 29 AM 10 23 7013 MAR 29 AM 10 23 LIBER 45582 PAGE 856 \$88.00 MISC RECORDING \$4.00 REMONUMENTATION 03/29/2013 10:36:14 AM RECEIPT# 46013 PAID RECORDED - Oakland County, MI Lisa Brown, Clerk/Register of Deeds

# PIPELINE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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 \$10,000 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 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)
  - 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')

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"

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

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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
  - 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
  - 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

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 Grantees 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

- The Utility Communications System (MISS DIG) (800) 482 7171 must be contacted prior to performing any excavation in the Easement Areas
- Appropriate measures shall be taken to prevent erosion during and after work activities on the Pipeline
- Onstruction personnel and equipment shall at all times maintain a minimum of 20 foot radial distance from all electrical conductors on the Easement Areas
- No dump truck may lift its bed under any electrical conductor on the Easement Areas
- 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 overheard power line
- The grade of the Easement Areas may not be permanently changed without Grantor s prior written consent
- 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.
- 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 loitening lodging camping or similar activities by Grantee or its contractors permittees invitees, or guests.
- 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

- h. 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 Granter's electric transmission lines, including newly constructed or reconductored transmission lines, such costs to include but not be limited to mitigating alternating current impacts and installing cathodic protection and pipeline grounding. Granter shall not be responsible for repairing any damage to the Pipeline unless such damage occurs as a direct result of Granter's sole negligence intentional misconduct or Granter's failure to comply with the terms and conditions of this Agreement. Grantee shall be responsible for any damage to Granter's facilities or properties resulting from the construction, operation, maintenance, repair or replacement of the Pipeline.
- 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 Thus 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

- 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 USC §§ 1101 et seq the Comprehensive Environmental Response Compensation and Liability Act, 42 U S C §§ 960 1 et seq the Toxic Substances Control Act 15 USC §§2601 et seq the Oil Pollution Control Act, 33 USC §§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
  - Workers Compensation and Employer's Liability with limits of \$1 million each accident, \$1 million each employee and \$1 million disease
  - 11 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 (5<sup>th</sup>) anniversary Granter may request in writing and Grantee shall agree to institute new insurance amounts for pollution liability insurance based on current market conditions. Failure of Granter 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.

- 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
- 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 accountrements 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

- 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.
- 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 anses 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
- 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.
- 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 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
- 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 130 day of Mun. 2011

# **GRANTOR**

INTERNATIONAL TRANSMISSION COMPANY a Michigan corporation

By ITC Holdings Corp a Michigan corporation

Its Sole Owner

By Will Milletter

Christine Mason Soneral

Its Vice President and General Counsel Utility Operations

Acknowledged before me in Oakland County Michigan, this 23 day of WALCH, 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

Danda E Sweethey Notary Public
Wayne County Michigan
Acting in Oakland County Michigan

My Commussion Expires 05/26/2015

STATE OF WISCONBIN

GRANTEE		
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	ERGY LIMITED PARTNERSHIP belines (Lakehead) L L C ner	·
By Ahoma ATHOMAS Its Author	A HORE	FORM 4
2013 by <u>Th</u>	omas Hodge the Auth head) L.L.C. the General Partner of I	this <u>Alert</u> day of <u>March</u> of Enbridge Energy Limited Partnership on behalf
	JENNA SUNNARBORG NOTARY PUBLIC	Jenna Sumarborg Public

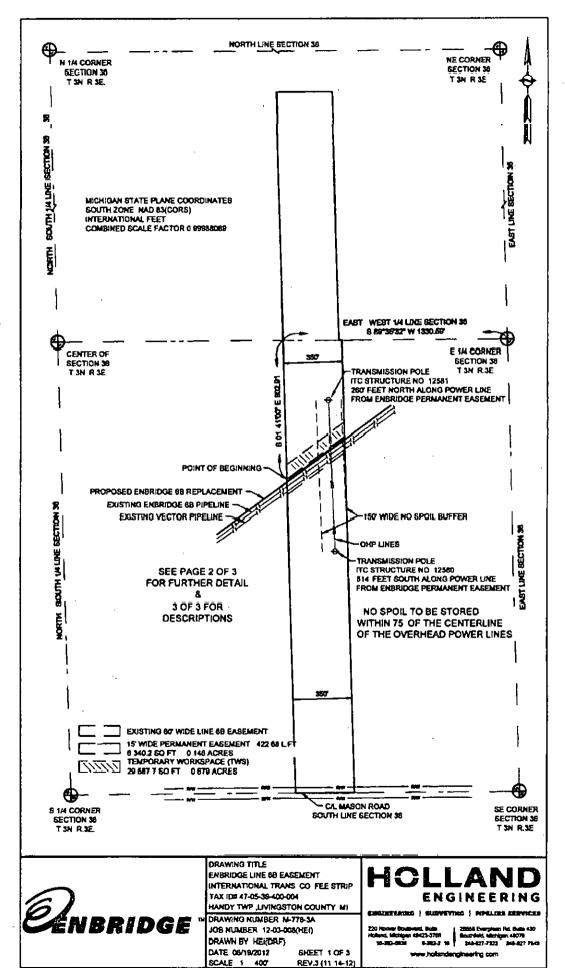
Prepared by
William L Logan (P54771)
Law Office of William L Logan, PLLC
313 Droste Circle
East Lansing, MI 48823

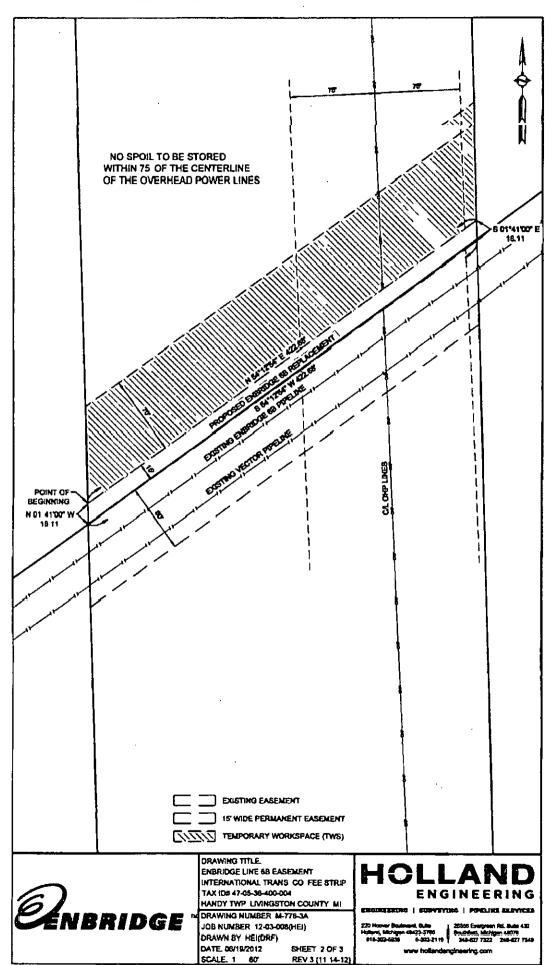
When recorded return to Elaine Clifford ITC Holdings Corp 27175 Energy Way Novi MI 48377

County \_

Acting in <u>Nuglas</u> County <u>WI</u>
My Commission Expires <u>December</u> 20,2018

**EXHIBIT A** 





# 15 WIDE PIPELINE EASEMENT DESCRIPTION

Part of the Southeast 1/4 of Section 38 Town 3 North Range 3 East, Handy Township Livingston County Michigan being described as

Commencing at the East 1/4 corner of said Section 38 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 Commencing at the East 1/4 corner of said Section 36 thence South 89 degrees 35 minutes 32 seconds West 1330 59 feet slong 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 Northwesterly 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 Northwesterly line to the West line of the grantor's property thence North 01 degrees 41 minutes 00 seconds West 18 11 feet slong said West line to the Point of Beginning

# Pescription 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 38 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

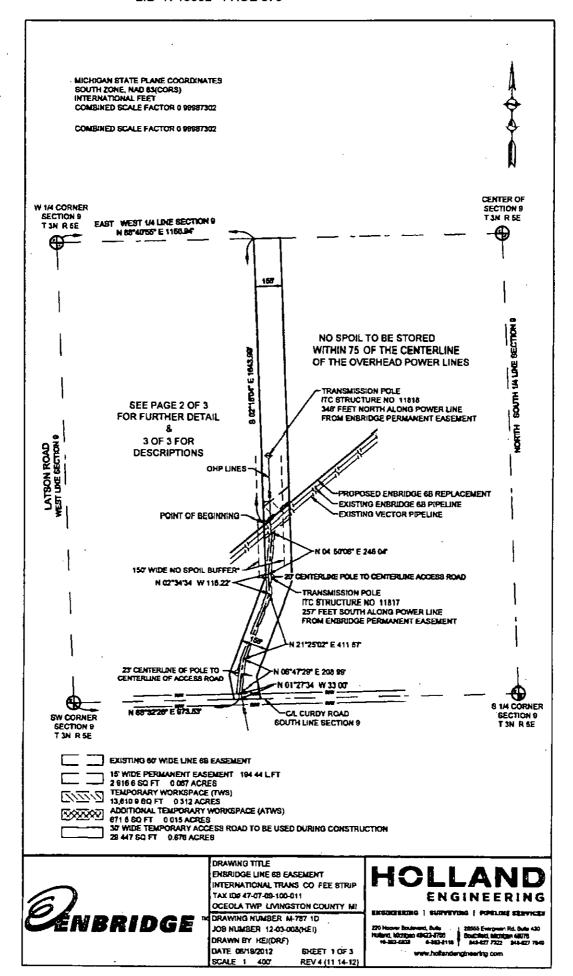
DRAWING NUMBER M-778-SA JOB NUMBER 12-03-008(HEI) DRAWN BY HEI(DRF)

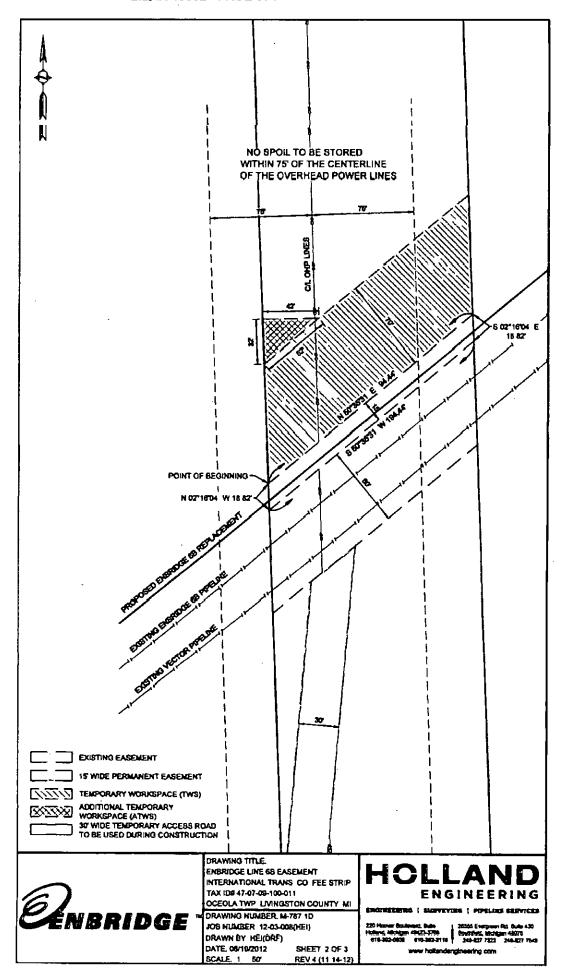
DATE\_06/19/2012 SCALE N/A

SKEET 3 OF 3 REV 3 (11 14-12)



220 Hoover Boulevard, Buile 2020-5 Emirjonen Rd. Buile 430 Hollens, McHayer 49423-3760 Bournind, McHayer 48/79 15-362-4534 Bi-6-362-3716 Bi-6-362-3716 Bi-6-362-3716 Bi-6-362-3716 Bi-6-362-3716 Bi-6-362-3716 Bi-6-362-3716 www.holandengh





#### 15 Wide Pipeline Essement Description

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

Commencing at the West 1/4 comer 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 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 ml utes 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 Northwesterly 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 Northwesterly line to the West line of the grantor's property: thence North 02 degrees 16 minutes 04 seconds West 18 92 feet along said West line to the Point of Beginning

# Description of Temporary Workspace (TWS)

A 70 fool wide strip to be used for Temporary Workspace during construction, the Southeasterly line of said.

Temporary Workspace is coincident with the Northwesterly line of the previously described 15 foot wide Permanent Pipeline Essement 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 properly 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

Commending at the Southwest 1/4 corner of eald Section 9 thence North 88 degrees 32 minutes 28 seconds East 973 53 feet along the South line of eald 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 08 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 08 seconds East 246 04 feet to the Southeasterly line of an existing 60 foot wide pipeline right of way easement grant as recorded in Liber 507 Page 248 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 IDS 47-07-09-100-011
OCEOLA TWP LIVINGSTON COUNTY MI

DRAWING NUMBER 14-787 1D JOB NUMBER 12-03-008(HEI) DRAWN BY HEI(DRF)

DATE 08/18/2012 SHEET 3 OF 3 SCALE N/A REV 4 (11 14-12)

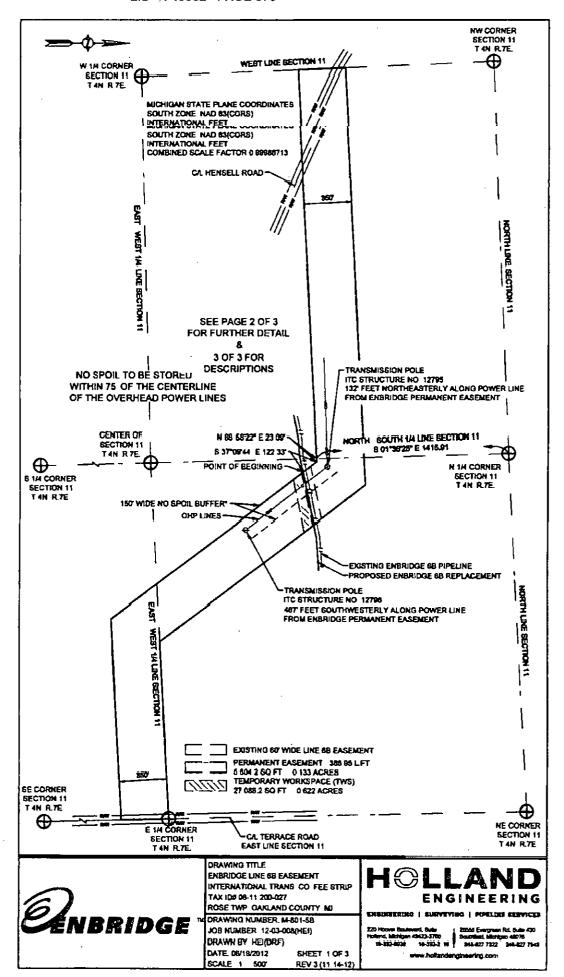


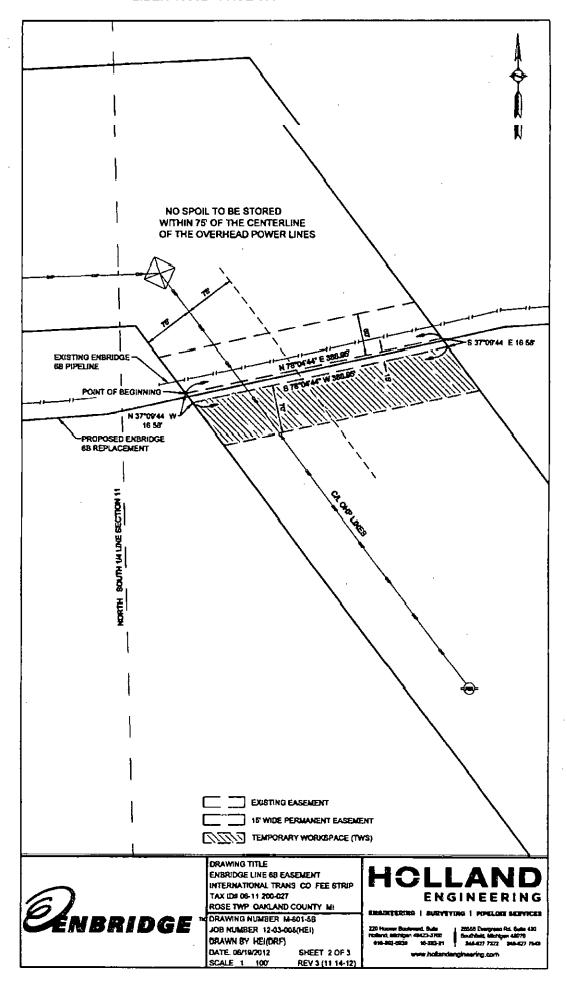
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www.hallendongineering.com





# 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 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 88 degrees 58 minutes 22 seconds East 23 09 feet along sald 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 80 fool wide pipeline right of way easement grant as recorded in Liber 5322. Page 124. Oakland County Records and the Point of Beginning thance North 76 degrees 04 minutes 44 seconds East 388 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 76 degrees 04 minutes 44 seconds West 388 95 feet to the Southwesterly line of the grantor's property thence North 37 degrees 09 minutes 44 seconds West 18 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 Southerty 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 fool wide Temporary Workspace are to be langthened or shortened to terminate at the Grantor's Northeasterly and Southwesterly property lines



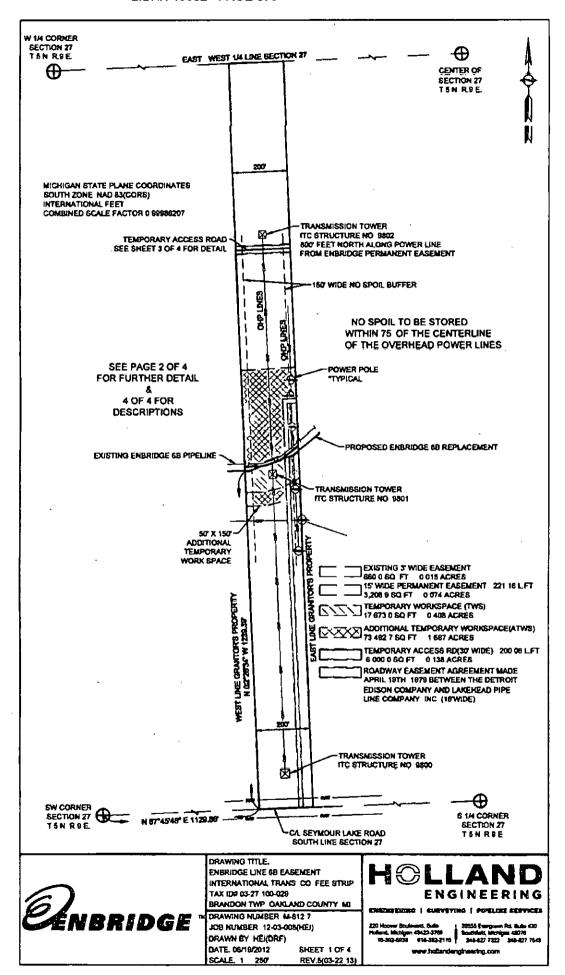
DRAWING TITLE ENBRIDGE LINE 68 EASEMENT INTERNATIONAL TRANS CO FEE STRIP TAX IDØ 06-11 200-027

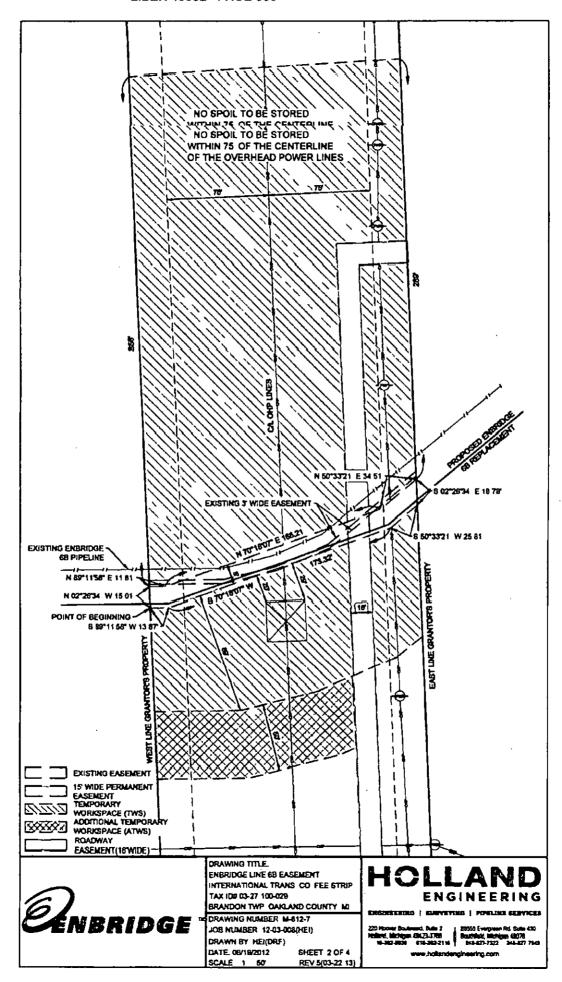
ROSE TWP GARLAND COUNTY MI

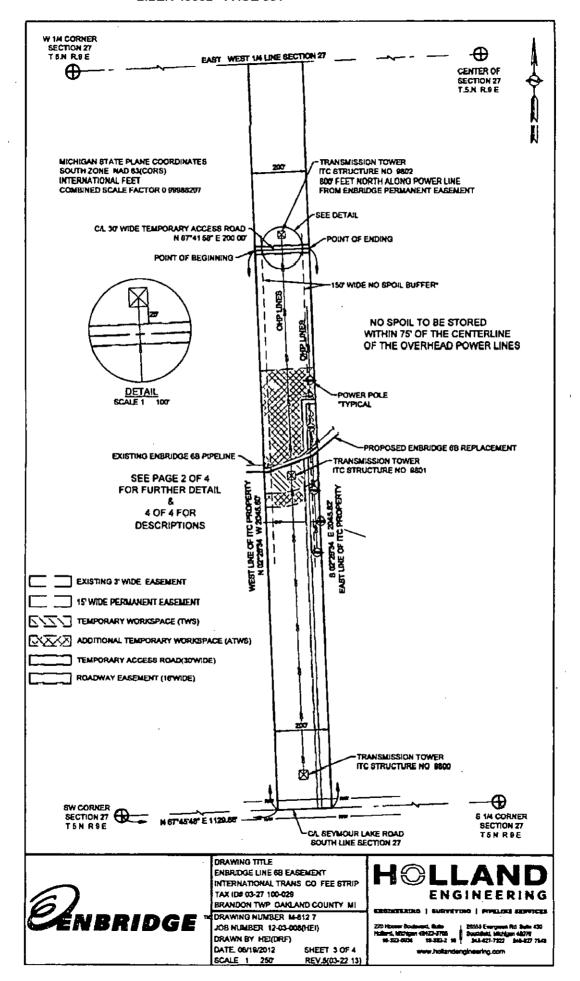
DRAWING NUMBER M-801-68 JOS NUMBER 12-03-008/HE/I DRAWN BY HEI(DRF) DATE 08/19/2012

SCALE N/A

SHEET 3 OF 3 REV 3 (11 14-12)







#### 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 Oaldand 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 granter's property, thence North 02 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 granton'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 28 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 25.61 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 Elustrated 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 essement agreement made April 19th 1979 between The Detroit Edison Company and Lakehead Pipe Line Company INC being 18 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

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 2045 80 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 aldelines 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

PT63 27-150 029



DRAWING TITLE ENBRIDGE LINE 68 EASEMENT INTERNATIONAL TRANS CO FEE STRIP TAX ID# 03-27 100-029 BRANDON TWP CAKLAND COUNTY ME

DRAWING NUMBER M-812 7 JOB NUMBER 12-03-008(HEI) DRAWN BY HEI(DRF)

DATE 08/19/2012 SCALE N/A

SHEET 4 OF 4 REV 5(03-22 13)



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