
ASSIGNMENT OF EASEMENT RIGHTS FOR UTILITY TUNNEL

Michigan Department of Transportation
P.O. Box 30050, Lansing, Michigan 48909

The Mackinac Straits Corridor Authority (Assignor), acting under authority of MCL 254.324a(1) and MCL 254.324d(1) and language in Easement to Mackinac Straits Corridor Authority, dated December 17, 2018 by the Michigan Department of Natural Resources (the "Easement"), expressly authorizing assignment of rights thereunder as part of an agreement pertaining to utility tunnel under the statute, assigns to Enbridge Energy, a Limited Partnership (Assignee), for consideration of Assignee's legally binding commitment in the Tunnel Agreement between the Mackinac Straits Corridor Authority and Enbridge Energy, Limited Partnership dated December 19, 2018 (the "Tunnel Agreement") to design, construct, operate, maintain and decommission the Utility Tunnel at its expense, and to transfer title to the Tunnel without charge to Assignor upon completion according to agreed specifications subject to and as provided in the Tunnel Agreement, subject to the following:

Scope of Assignment: The Assignor assigns to the Assignee, Assignor's rights under the Easement to place, construct, operate, maintain, inspect, protect, repair, use and remove an underground tunnel (within which one or more pipelines, and one or more other utility lines, including but not limited to electric transmission lines and facilities for transmitting data and telecommunications, and the associated fixtures, systems, protective apparatus, equipment, and appurtenances of all the foregoing may be located), through and across all underground lands and interests in underground lands, specifically lands located beneath the lakebed to which the state has title and Assignor has been granted easement rights pursuant to the Easement that are necessary and convenient to the placement and construction of such underground tunnel through subsurface lands at a location determined through further geotechnical investigations ("Easement Premises").

Terms and Conditions: This Assignment is subject to the following terms and conditions:

1. Assignee's use of the Easement Premises is subject to and conditioned upon its compliance with the terms of (subject to any notice and cure periods provided therein):
 - (a) The Tunnel Agreement (unless and until terminated in accordance with Sections 17.3(a)(i), (b), (c) or (d) thereof.
 - (b) The Easement.
 - (c) All applicable laws and regulations and any permits or governmental approvals required under those laws and regulations.
 - (d) The Tunnel Lease, when it issued in accordance with the Tunnel Agreement (unless and until terminated in accordance with the terms thereof).

Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134 Section (5)(h)(i) as amended.

MCLA 207.505 (h)(i) Public Act 330 Section (6)(h)(i) as amended. MCLA 207.526 (h)(i)

2. Term:

- (a) Except as otherwise agreed in writing by the Assignor and Assignee, or as provided in (b) or (c) below, Assignee's right to use the Easement Premises will terminate upon the later of (i) the date on which the Tunnel Agreement terminates, or (ii) the date on which the Tunnel Lease terminates.
- (b) If the Tunnel Agreement is terminated in accordance with Section 17.3(a)(i), (b), (c), or (d) of the Tunnel Agreement, this Assignment will remain effective for a period not to exceed 99 years from the date Assignee begins transporting product through the Straits Line 5 Replacement Segment.
- (c) If the Tunnel Lease is terminated in accordance with Section 17.4 of the Tunnel Lease, this Assignment will remain effective for a period not to exceed 99-years from the date Assignee begins transporting product through the Straits Line 5 Replacement Segment.

3. The Assignor agrees:

- (a) Not to enter into any assignment, grant, lease or license with respect to the Easement Premises or any rights thereunder with a third party without the prior written consent of Assignee;
- (b) Not to breach any its obligations pursuant to Section 11 of the Easement;
- (c) Not to amend or terminate the Easement without Assignee's prior written approval;
- (d) To promptly give Assignee copies of all notices and other communications received from the Grantor under the Easement.

Signed this 19th day of Dec, 2018

Signature: [Handwritten Signature]
Mackinac Straits Corridor Authority Chair
Michigan Department of Transportation

STATE OF MICHIGAN
COUNTY OF MACKINAC

The foregoing instrument was acknowledged before me this 19th day of DECEMBER, 2018
by Michael A. Nystrom, Mackinac Straits Corridor Authority Chair.

[Handwritten Signature] OTSEGO, Michigan 6-29-2020
NOTARY PUBLIC COUNTY COMMISSION EXPIRES
REBECCA TRUSAKIEWICZ ACTING IN MACKINAC County

Drafted by:
Michigan Department of Transportation
Teresa R. Vanis
Development Services Division
P.O. Box 30050
Lansing, MI 48909

When recorded return to:
Michigan Department of Transportation
Development Services Division
P.O. Box 30050
Lansing, MI 48909
ATTN: Teresa Vanis