

TEMPORARY WORK SPACE AGREEMENT

Prepared By:

John McKay
26 East Superior Street, Suite #309
Duluth, MN 55802

Return To:

Enbridge Energy, Limited Partnership
4602 Grand Avenue, Suite #900
Duluth, MN 55807



For Recorder's Use Only

The undersigned Pursuant to the authority given to the undersigned County Auditor of **Aitkin County**, by the County Board of said **County of Aitkin**, as set forth in their resolution adopted by the County on _____ (hereinafter called "Lessor"), whether one or more, for and in consideration of **Six Thousand Five Hundred Twenty-one and 00/100ths Dollar (\$6,521.00)** and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby lease to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 North 25th Street, Superior, Wisconsin 54880, including its affiliates, subsidiaries, successors and assigns (hereinafter called "Lessee") for use by Lessee, its agents, contractors, subcontractors and invitees, a portion of Lessor's land as described on the attached Exhibits A-10, A-17 and A-34 for Temporary Work Space (hereinafter called "TWS") and , if applicable, Additional Temporary Work Space (hereinafter called "ATWS") in the locations described on the attached Exhibits A-10, A-17 and A-34 and as depicted on attached Exhibits B-10, B-17 and B-34 to this TWS Agreement.

Lessee, its agents, employees, contractors, subcontractors and invitees will be entitled to the exclusive use and possession of the TWS and ATWS during the construction (including cleanup, restoration and monitoring) of a pipeline and associated facilities within Lessee's pipeline right-of-way and easement (hereinafter called "Project"). Use and possession of the TWS and ATWS shall commence immediately upon execution of this Agreement and the use of the TWS and ATWS shall terminate when restoration is complete, excepting Lessee's right to continue to monitor and maintain the TWS and ATWS pursuant to environmental rules and regulations.

Lessee shall also have the right to discharge water from excavations and other work areas onto Lessor's land as described in Exhibits A-8 and A-14. Water discharges will be performed in conformance with applicable governmental laws and regulations and in a manner intended to minimize adverse impacts on the land, crops and improvements on the land. To the extent reasonably possible, without impacting the cost and timing of Lessee's work, Lessee shall coordinate with Lessor regarding the locations of the discharge sites and locations of discharge filter devices.

Consideration made and acknowledged hereunder includes compensation for timber, if any, that Lessee may remove from the TWS and ATWS and no additional payments or other consideration shall be paid by Lessee to Lessor for such removal. Unless otherwise agreed in writing, any such timber removed shall become property of Lessee.

Lessee agrees to remove all construction materials and debris from the TWS and ATWS and restore to grade said TWS and ATWS, and further agrees to compensate Lessor for the reasonable costs to repair any damage to any improvements on the TWS or ATWS (other than for removed timber) caused by Lessee, its agents, employees, contractors, subcontractors and invitees during the use of said TWS and ATWS that are not repaired by Lessee to substantially the pre-construction condition.

Lessee agrees to indemnify and hold Lessor harmless from any and all losses of or damages to property or injuries to or death of any person to the extent resulting from Lessee's negligence or intentional misconduct in connection with any activity on the TWS or ATWS.

This Agreement shall be freely assignable by Lessee. Upon sale of any portion of the TWS or ATWS, Lessor shall fully disclose to the buyer the existence of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

This Agreement may be executed in multiple counterparts with the same effect as though each party had executed the same instrument, and is binding upon each party who executes it. Each person signing on behalf of Lessor warrants that Lessor is the fee simple owner of the land described in Exhibits A-8 and A-14 and the signatory is duly authorized to sign and deliver this Agreement.

[signatures and acknowledgments follow]

EXHIBITS A-1 – A-9 to TWS Agreement

Intentionally Omitted

EXHIBIT A-10 to TWS Agreement

This Exhibit A-10 is attached to and made a part of this Temporary Work Space Agreement between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

LESSOR'S PROPERTY LEGAL DESCRIPTION (LESSOR'S LAND):

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), in Section Twenty-nine (29), Township Fifty-one (51) North, Range Twenty-six (26) West of the Fourth P.M., Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **20-0-047700**
Tract No. **MN-AI-C5-027.400**

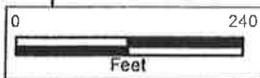
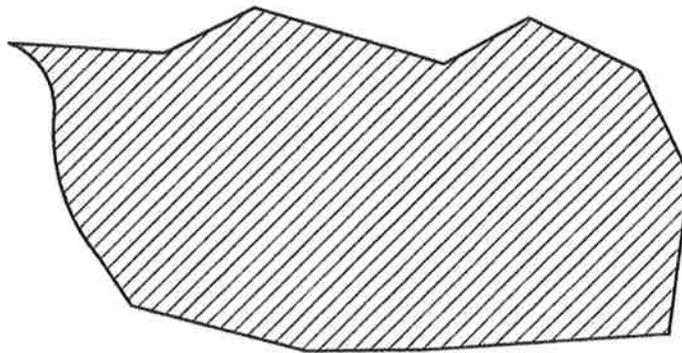
TEMPORARY WORK SPACE DESCRIPTION (TWS) and, if applicable, ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION (ATWS)

As depicted on Exhibit B-10.

EXHIBIT B-10



SW 1/4 OF THE SW 1/4 OF
SECTION 29, T51N, R26W IN
AITKIN COUNTY, MN



Note: This is not a survey product. This should not be used for authoritative definition of legal boundary or property title.

Exhibit is based on Minnesota State Plane System, NAD83, North Zone, U.S. Foot.

Exhibit prepared for:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

Summary of Layout:

Temp. Workspace: 0.00 AC. 0 SQ.FT.

Add'l. Temp. Workspace: 4.57 AC. 199,187 SQ.FT.

PREPARED BY: AJH

Date: 8/9/2018

Tract Number

MN-AI-C5-027.400

EXHIBITS A-11 – A-16 to TWS Agreement

Intentionally Omitted

EXHIBIT A-17 to TWS Agreement

This Exhibit A-17 is attached to and made a part of this Temporary Work Space Agreement between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

LESSOR'S PROPERTY LEGAL DESCRIPTION (LESSOR'S LAND):

SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 26, Township 51, Range 24, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **33-0-041400**
Tract No. **MN-AI-073.001**

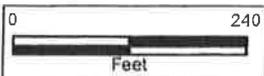
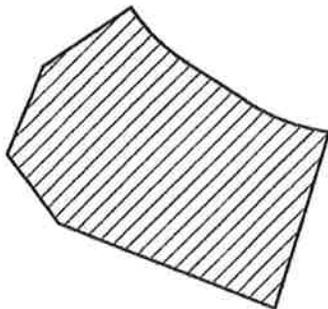
TEMPORARY WORK SPACE DESCRIPTION (TWS) and, if applicable, ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION (ATWS)

As depicted on Exhibit B-17.

EXHIBIT B-17



SE 1/4 OF THE SE 1/4 OF
SECTION 25, T51N, R24W IN
AITKIN COUNTY, MN



Note: This is not a survey product. This should not be used for authoritative definition of legal boundary or property title.

Exhibit is based on Minnesota State Plane System, NAD83, North Zone, U.S. Foot.

Exhibit prepared for:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

Summary of Layout:

Temp. Workspace: 0.00 AC. 10 SQ.FT.

Addt'l. Temp. Workspace: 1.38 AC. 60,314 SQ.FT.

PREPARED BY: AJH

Date: 8/9/2018

Tract Number

MN-AI-073.001

EXHIBITS A-18 – A-33 to TWS Agreement

Intentionally Omitted

EXHIBIT A-34 to TWS Agreement

This Exhibit A-34 is attached to and made a part of this Temporary Work Space Agreement between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

LESSOR'S PROPERTY LEGAL DESCRIPTION (LESSOR'S LAND):

S $\frac{1}{2}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ NE $\frac{1}{4}$, and SE $\frac{1}{4}$ Section 13, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **06-0-020500**
Tract No. **MN-AI-090.002**

TEMPORARY WORK SPACE DESCRIPTION (TWS) and, if applicable, ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION (ATWS)

As depicted on Exhibit B-34.



EXHIBIT B-34

E 1/2 OF
SECTION 13, T51N, R23W IN
AITKIN COUNTY, MN



Note: This is not a survey product. This should not be used for authoritative definition of legal boundary or property title.

Exhibit is based on Minnesota State Plane System, NAD83, North Zone, U.S. Foot.

Exhibit prepared for:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

Summary of Layout:

- Temp. Workspace: 0.00 AC. 0 SQ.FT.
- Addt'l. Temp. Workspace: 0.57 AC. 24,965 SQ.FT.

PREPARED BY: AJH

Date: 8/10/2018

Tract Number

MN-AI-090.002