

# **Board of County Commissioners Agenda Request**

2 M
Agenda Item #

Requested Meeting Date: July 9, 2019

Title of Item: Temporary Workspace of County Lands

| REGULAR AGENDA  | Action Requested:             | Direction Requested   |  |  |
|---|-------------------------------|---|--|--|
| CONSENT AGENDA  | Approve/Deny Motion           | Discussion Item   |  |  |
| INFORMATION ONLY  | ✓ Adopt Resolution (attach dr | aft) Hold Public Hearing* e copy of hearing notice that was published |  |  |
| Submitted by: Rich Courtemanche   |                               | Department:   |  |  |
| Presenter (Name and Title): Rich Courtemanche - Land Commissio  | ner                           | Estimated Time Needed:  |  |  |
| Summary of Issue:   |                               |   |  |  |
| On December 11, 2018, the Aitkin County Board of Commissioners granted an easement, temporary work space, and temporary road access (20181211-081) to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 North 25th Street East, Superior, Wisconsin 54880 (Enbridge) across the Aitkin County managed lands.  Enbridge requests an additional 0.25 acre of temporary work space in Section 30, Township, 51N, Range 23W, SWSW Lot 4; PIN 06-0-048600(Temporary Work Space Agreement) and corrections to the temporary roads per attached Exhibit (Temporary Access Road Lease),  Enbridge will be charged Temporary Work Space costs of \$1,000.00, and changes to the Temporary Access Roads |                               |   |  |  |
| costs of \$2,400 as appraised by the County Land Commissioner,  |                               |   |  |  |
| Alternatives, Options, Effects on Others/Comments:  |                               |   |  |  |
|   |                               |   |  |  |
| Recommended Action/Motion: Adopt Resolution   |                               |   |  |  |
| Financial Impact: Is there a cost associated with this What is the total cost, with tax and Is this budgeted?  Yes  |                               | ✓ No<br>ain:  |  |  |

# CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED July 9, 2019

By Commissioner: xx 20190709-0xx

#### **Enbridge Energy Pipeline Easement**

WHEREAS, on December 11, 2018, the Aitkin County Board of Commissioners granted a utility easement, temporary work space, and temporary road access (20181211-081) to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 North 25th Street East, Superior, Wisconsin 54880 (Enbridge) for a right-of-way easement to survey, locate, construct, install, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol and subsurface digging), reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of and reconstruct a single pipeline, together with any associated valves, fittings, location markers and signs, communication systems and lines, utility lines, safety and protective apparatus, and all other equipment and appurtenances, whether above or below grade across the Aitkin County managed lands,

**WHEREAS,** Enbridge requests an additional 0.25 acre of temporary work space in Section 30, Township, 51N, Range 23W (SWSW Lot 4; PIN 06-0-048600) and corrections to the temporary roads per attached Exhibit (Temporary Access Road Lease),

**WHEREAS**, said applicant will be charged Temporary Work Space costs of \$1,000.00, and changes to the Temporary Access Roads costs of \$2,400 as appraised by the County Land Commissioner,

**WHEREAS**, the Aitkin County Land Commissioner, after making an investigation of such application, has advised that he finds no objection to granting such permit and easement,

**WHEREAS**, the Aitkin County Board of Commissioners resolved its support for Enbridge's proposed Line 3 Replacement Project, their preferred route, and their plan for deactivating the existing Line 3 (20170926-073),

**WHEREAS**, the Aitkin County Board of Commissioners recognized Enbridge for its longstanding performance and continual efforts to protect the environment, wildlife and habitats, as well as the people who live in the communities in which it operates (20170926-073),

**NOW THEREFORE, BE IT RESOLVED**, that pursuant to Minnesota Statutes, Section 282.04, Subdivision 4, the County Auditor be and is hereby authorized to issue to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 North 25th Street East, Superior, Wisconsin 54880 (Enbridge), an easement to use said described land, if consistent with the law, as in the special conditions set forth herein.

BE IT FURTHER RESOLVED that said easement be granted, subject to the following terms, and conditions:

- 1. The utility infrastructure shall be constructed and maintained by the grantee or permittee without any cost to the County of Aitkin and the land area shall be open for public use, as long as said easement is in force.
- 2. Any timber cut or destroyed shall be paid for at the usual rate as soon as determined by the Land Commissioner. (Timber has been included in the easement costs.)
- 3. Aitkin County manages County owned and tax-forfeited lands to produce direct and indirect revenue for the taxing districts. This management includes the harvesting and extraction of timber, gravel, minerals, and other resources. The issuing and use of this easement shall not adversely affect the management and harvesting of timber and other resources on County owned and tax forfeited land. If for any reason, including township or county road construction or reconstruction, the easement needs to be relocated, the county and township will not be responsible for any relocation costs.
- 4. Any such easement may be canceled by resolution of the County Board for any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted, after ninety (90) days written notice, addressed to the record owner of the easement at the last known address.
- 5. Land affected by this easement may be sold or leased for any legal purpose, but such sale or lease shall be subject to this easement and excepted from the conveyance or lease, while such easement remains in force.
- 6. Failure to use the right of way described in this document for the purpose for which this easement is granted for a period of five years, shall result in the cancellation of this easement and any rights granted to the grantee by this easement shall cease to exist and shall revert to the grantor.
- 7. Aitkin County manages the property for many purposes such as a motorized and non-motorized recreation trails, access to county managed and other lands for resource management purposes, including the harvesting of timber, extraction of gravel, peat, fill dirt, etc, and the mining and extraction of minerals. The issuing and use of this easement shall not adversely affect any other Aitkin County authorized uses of this strip of land.
- 8. After construction, the lessee shall mark the location of the utilities and shall return the land to the same condition as prior to issuing of the easement.
- 9. If the County shall make any improvements or changes on all or any part of its property upon which utilities have been placed by this permit, the utility owner shall, after notice from the County, change vacate, or remove from County property said works necessary to conform with said changes without cost whatsoever to the County.

Commissioner xx moved for adoption of the resolution and it was declared adopted upon the following vote

| F | I١ | Æ | ME | ME | BERS | PR | RESEN | lΤ |
|---|----|---|----|----|------|----|-------|----|
|---|----|---|----|----|------|----|-------|----|

All Members Voting Yes

# STATE OF MINNESOTA) COUNTY OF AITKIN)

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 9th day of July, 2019 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9th day of July, 2019

Jessica Seibert County Administrator

#### TEMPORARY WORK SPACE AGREEMENT

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 One Thousand and 00/100ths Dollars (\$1,000.00) 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 Exhibit A for Temporary Work Space (hereinafter called "ATWS") and, if applicable, Additional Temporary Work Space (hereinafter called "ATWS") in the locations described on the attached Exhibit A and as depicted on attached Exhibit B 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 Exhibit A. 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 Exhibit A and the signatory is duly authorized to sign and deliver this Agreement.

[signatures and acknowledgments follow]

| IN WITNESS WHEREOF, the parties have day of20   | e caused this instrument to be execu | ted on this        |
|---|--------------------------------------|--------------------|
|   |                                      |                    |
| LESSOR: Aitkin County, Minnesota  |                                      |                    |
| Ву:   |                                      |                    |
| Print Name:   | _                                    |                    |
| Title:  |                                      |                    |
|   |                                      |                    |
|   |                                      |                    |
| ACKN  | OWLEDGMENT                           |                    |
| STATE OF)   | O W LEDGIVIEI VI                     |                    |
| ) ss  |                                      |                    |
|   |                                      |                    |
| Personally came before me this  | day of                               | 20,                |
|   | , th<br>in his/her capacity as,      | e above-named      |
| of Aitkin County, a political subdivision of the who executed the above in the stated capacitation. | ne State of Minnesota, to me known t | o be the person    |
|   |                                      |                    |
|   | Sign Name                            |                    |
|   |                                      | Notary Public      |
|   | Print Name                           | _, rectary r ublic |
|   | My Commission Expires:               |                    |

| IN WITNESS WHEREOF, the parties have day of20  | e caused this instrument to be ex                           | ecuted on this         |
|--|---|------------------------|
| LESSOR: Aitkin County, Minnesota   |   |                        |
| Ву:  | _   |                        |
| Print Name:  | <u></u>   |                        |
| Title:   | <del></del> :   |                        |
|  |   |                        |
|  |   |                        |
| ACKN   | NOWLEDGMENT   |                        |
| STATE OF)  |   |                        |
| ) ss<br>COUNTY OF  |   |                        |
| Personally came before me this   | day of  | 20,<br>the above-named |
| Aitkin County, a political subdivision of the executed the above in the stated capacity, | in his/her capacity as<br>State of Minnesota, to me known t | of                     |
|  | Sign Name   |                        |
|  | Print Name  | , Notary Public        |
|  | My Commission Expires:                                      |                        |

| LESSEE:   |   |
|---|---|
| ENBRIDGE ENERGY, LIMITED PARTNER<br>BY: ENBRIDGE PIPELINES (LAKEHEAD) I<br>AS GENERAL PARTNER | SHIP<br>L.L.C.  |
| By:   |   |
| Print Name: <u>John McKay</u><br>Title: Authorized Agent                                      |   |
| ACKN  | OWLEDGMENT  |
| STATE OF) ss COUNTY OF)   |   |
| Authorized Agent, in his capacity as the<br>L.L.C., General Partner of Enbridge Energy        | , John McKay, the above-named Authorized Agent of Enbridge Pipelines (Lakehead) , Limited Partnership, a Delaware limited partnership, I the above in the stated capacity, and acknowledged |
|   | Sign Name   |
|   | Print Name, Notary Public   |
|   | My Commission Expires:  |

#### **EXHIBIT A-20 TO TWS AGREEMENT**

This Exhibit A-20 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 (GRANTOR'S LAND):

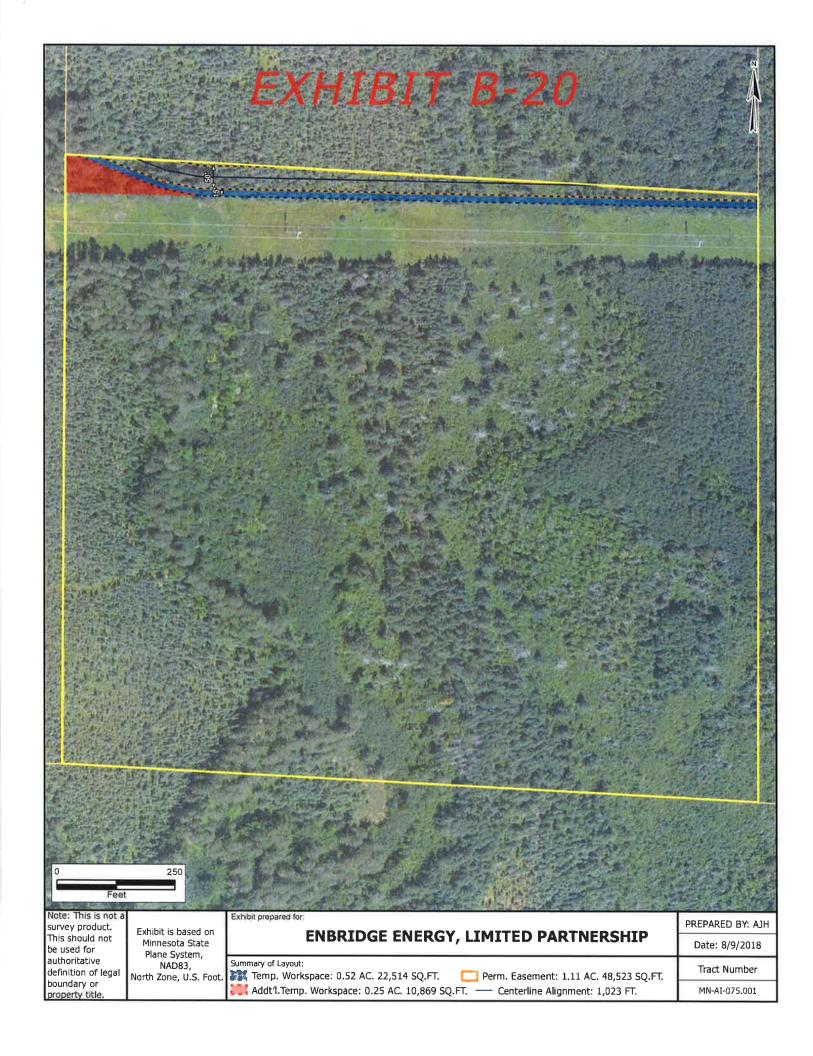
(SW1/4 of SW1/4) Lot 4 Section 30, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-048600

Tract No. MN-AI-075.001

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

As depicted on Exhibit B-20.



#### AITKIN COUNTY, MINNESOTA, ADMINISTERED PARCELS

The undersigned acknowledges receipt of One Thousand Dollars and no/100ths (\$1,000.00) paid by Enbridge Energy, Limited Partnership, and its affiliates. This amount represents payment in full for Enbridge Energy, Limited Partnership's exercise of existing easement rights to maintain/construct a pipeline(s), including the use of temporary workspace (TWS) or additional temporary workspace (ATWS) along the existing right-of-way.

Furthermore, the undersigned landowner(s) hereby declares and warrants ownership in fee simple or has an interest in all or a portion of the easement and temporary workspace along the existing right-of-way, and is entitled to receive the payment hereby acknowledged and to also receive subsequent damage payment, if any.

Upon sale of premises the Landowner(s) shall fully disclose to buyer the existence of this TWS/ATWS.

| Tract Number            | Easement A      |             | /S Acres<br>2,000 X 50% | ATWS Acres<br>X 2,000 X 50% |
|-------------------------|-----------------|-------------|-------------------------|-----------------------------|
| MN-AI-075.001           | 0               |             | 0.52                    | 0.25                        |
| TOTAL ACRES<br>Per Acre | 0<br>\$2,000.00 |             | 0.52<br>\$2,000.00      | 0.25<br>\$2,000.00          |
| SUBTOTAL                | \$0.00          |             | \$520.00                | \$250.00                    |
| TOTAL - Includes W/S    | \$770.00        |             |                         |                             |
| GRAND TOTAL             | \$1,000.00      | Minimum Pay | rment                   |                             |

| LANDOWNER: AITKIN County Adm | inistered Parcels |
|------------------------------|-------------------|
| Signature:                   |                   |
| Print Name:                  |                   |
| Print Title:                 |                   |
| Address:                     |                   |
| Telephone:                   |                   |

| Land Owner: Aitkin County Administered Parcels |
|--|
| Signature:                                     |
| Print Name:                                    |
| Print Title:                                   |
| Address:                                       |
| 3  |
| Telephone:                                     |

| RW | No: | Aitkin | County |
|----|-----|--------|--------|
|    |     |        |        |

#### **ENBRIDGE ENERGY, LIMITED PARTNERSHIP**

#### TEMPORARY ACCESS ROAD LEASE

| THIS TEMPORARY ACCESS ROAD LEASE ("Lease"), effective as of the date                                | ay  |
|---|-----|
| of 20, is entered into by and between the undersigned, whether one                                  |     |
| more ("Lessor"), and Enbridge Energy, Limited Partnership, a Delaware limited partnership, with     |     |
| office located at 119 North 25th Street East, Superior, Wisconsin 54880, its contractors, successor |     |
| and assigns ("Lessee"); whereby Lessor, for and in consideration of Two Thousand Fo                 |     |
| Hundred and 00/100ths Dollars (\$2,400.00) cash in hand paid, sufficiency and receipt of which      |     |
| hereby acknowledged, does hereby lease to Lessee, land owned by Lessor in Aitkin Coun-              |     |
| Minnesota, as described in Exhibits A attached hereto and incorporated by reference ("Land          |     |
| This Agreement shall be freely assignable by Lessee. Upon sale of any portion of the Land, Less     | sor |
| shall fully disclose to any buyer the existence of this Agreement. This Agreement shall be bindi    |     |
| on and inure to the benefit of the parties and their successors and assigns. Lessor shall provi     |     |
| written notice to Lessee 30 days in advance of any change in title or ownership to the Land or a    | ny  |
| other of Lessor's property that may affect this Lease.  |     |

Said Land will be used by Lessee for the construction of a temporary access road ("Road") as generally depicted in the attached Exhibit B for access to and from Lessee's construction area in connection with Lessee's pipeline construction project. Upon completion of the pipeline construction and associated cleanup and restoration of the construction area, Lessee agrees to repair any existing road used and/or remove any built Road and restore as best as practicable that part of said Land used by Lessee to the pre-existing conditions. Lessee further agrees to compensate Lessor for damages caused by Lessee during the use of said Land that are not repaired by Lessee in accordance with this Lease.

Upon completing the removal of said Road and the restoration of said Land or, in the alternative, compensating Lessor for damages caused by Lessee's use of said Land, Lessee's use of said Land as an established access road shall cease unless Lessee and Lessor agree in writing otherwise.

The term of this Lease shall commence upon its full execution and shall continue through completion of the pipeline construction, associated cleanup and restoration of the construction area, or in the alternative, compensating Lessor for damages caused by Lessee's use of said Land. Lessee may in its sole discretion extend the term of this Lease for additional one-year periods under the same terms and conditions stated herein, including without limitation an additional payment for each subsequent term of the same consideration provided herein, by giving written notice to Lessor prior to the completion of the then current term.

This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, with the same effect as though each party had executed the same instrument.

[Signatures follow on next page]

| LESSEE:                              | LESSOR:                  |
|--------------------------------------|--------------------------|
| ENBRIDGE ENERGY, LIMITED PARTNERSHIP | Aitkin County, Minnesota |
| E                                    | Ву:                      |
| John McKay<br>Authorized Agent       | Print Name:              |
|                                      | Title:                   |
|                                      | Ву:                      |
|                                      | Print Name:              |
|                                      | Title:                   |

This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

#### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

SW¼ of SW¼, SE¼ of SW¼, Section 32, Township 51, Range 26.
NW¼ of NW¼, SW¼ of NW¼, Section 32, Township 51, Range 26.
NE¼ of NE¼, NW¼ of NE¼, SW¼ of NE¼, SE¼ of NE¼, NE¼ of NW¼, SE¼ of NW¼, NE¼ of SW¼, NW¼ of SE¼, NW¼ of SE¼, Set¼ of SE¼, Section 32, Township 51, Range 26. All of Section 32, Township 51, Range 26, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 20-0-051600 Tract No. MN-AI-C5-027.000 Access Road No. AR531, AR532 and AR533

#### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease 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 (SW¼ of SW¼), 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** Access Road No. **AR531** 

#### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

#### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NW¼ of NW¼, SW¼ of NW¼, Section 33, Township 51, Range 26, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 20-0-053700 Tract No. MN-AI-C5-028.000 Access Road No. AR533

#### **TEMPORARY ACCESS ROAD DESCRIPTION:**



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NE¼ of NW¼ less right of way, Section 33, Township 51, Range 26, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 20-0-053600 Tract No. MN-AI-C5-029.001 Access Road No. AR533

#### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

#### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

A strip of land of varying width, being the former right of way and station ground property of the Soo Line Railroad Company's so-called Moose Lake to Schley branch line in the NE1/4 NW1/4, Section 33, Township 51 Range 26, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 20-0-053602 Tract No. MN-AI-C5-034.000TR Access Road No. AR533 and AR624

#### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

The old Soo Line Railroad Right of Way in the Southeast Quarter of the Northeast Quarter (SE¼ of NE¼), Section 29, Township 51, Range 26, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 20-0-046802 Tract No. MN-AI-C5-034.109 Access Road No. AR624

#### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

#### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

SE¼ of SE¼, Section 26, Township 51, Range 24, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **33-0-041400** Tract No. **MN-AI-073.001** Access Road No. **AR546** 

#### **TEMPORARY ACCESS ROAD DESCRIPTION:**



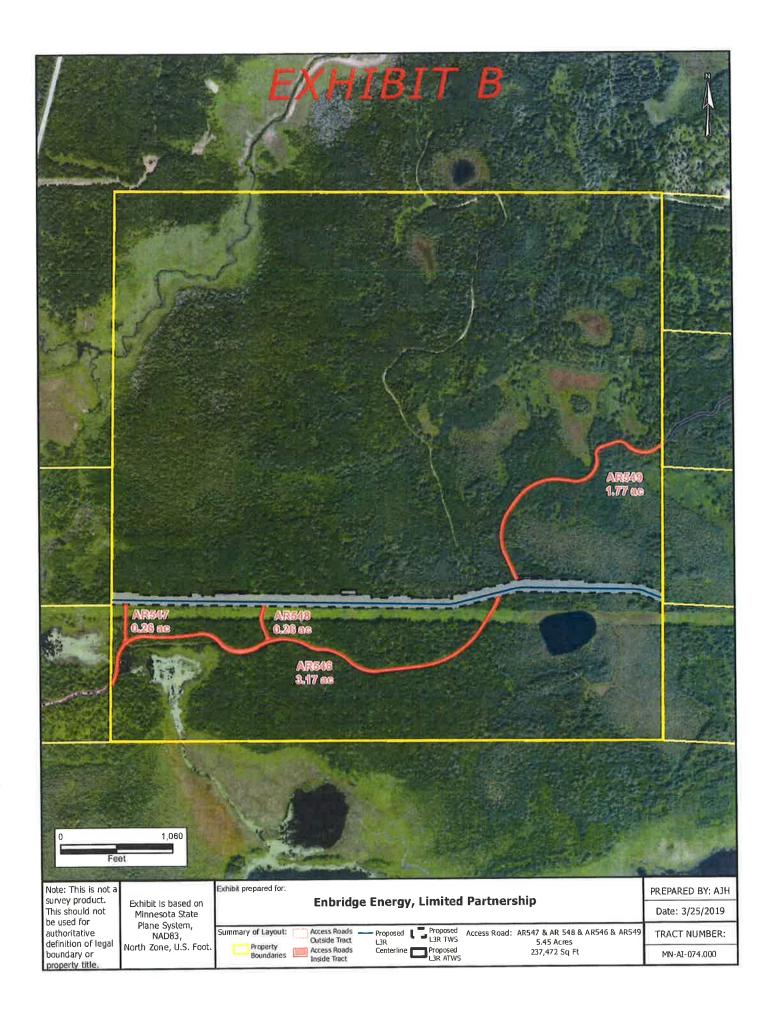
This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NE¼ of SW¼, NW¼ of SW¼, SW¼ of SW¼, SE¼ of SW¼, SW¼ of SE¼, NE¼ of SE¼, NW¼ of SE¼, SE¼ of SE¼, the NE ¼, and NE¼ of NW¼, NW¼ of NW¼, SW¼ of NW¼, SE¼ of NW¼, all in Section 25, Township 51, Range 24, in Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 33-0-038300 Tract No. MN-AI-074.000 Access Road No. AR546, AR547, AR548 and AR549

#### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

SE¼ of SW¼, Section 30, Township 51, Range 23 AND NE¼ of SW¼, Section 30, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **06-0-048400** Tract No. **MN-AI-076.000** Access Road No. **AR631** 

#### **TEMPORARY ACCESS ROAD DESCRIPTION:**



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

#### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NE¼ of SE¼, NW¼ of SE¼, SW¼ of SE¼, AND SE¼ of SE¼, Section 30, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **06-0-048800** Tract No. **MN-AI-077.000** Access Road No. **AR551** 

#### **TEMPORARY ACCESS ROAD DESCRIPTION:**



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

North Half (N½) and South Half (S½) of Section 29, Township 51 Range 23 Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-045700 Tract No. MN-AI-078.000 Access Road No. AR632 and AR633

#### **TEMPORARY ACCESS ROAD DESCRIPTION:**



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

S½ of NW¼, Section 28, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **06-0-044700** Tract No. **MN-AI-079.001** Access Road No. **AR554** 

### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NE¼ SW¼ of Section 28, Township 51 Range 23 Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-044900 Tract No. MN-AI-080.000 Access Road No. AR553, AR554 and AR634

### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NE¼ of SE¼ and NW¼ of SE¼ of Section 28, Township 51 Range 23 Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-045300 Tract No. MN-AI-081.000 Access Road No. AR634, AR635 and AR 636

# TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

 $W\frac{1}{2}$  of NE¼, NE¼ of NE¼, and SE¼ of NE¼ of Section 28, Township 51 Range 23 Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-044100 Tract No. MN-AI-082.000 Access Road No. AR554, AR555 and AR636

### TEMPORARY ACCESS ROAD DESCRIPTION:



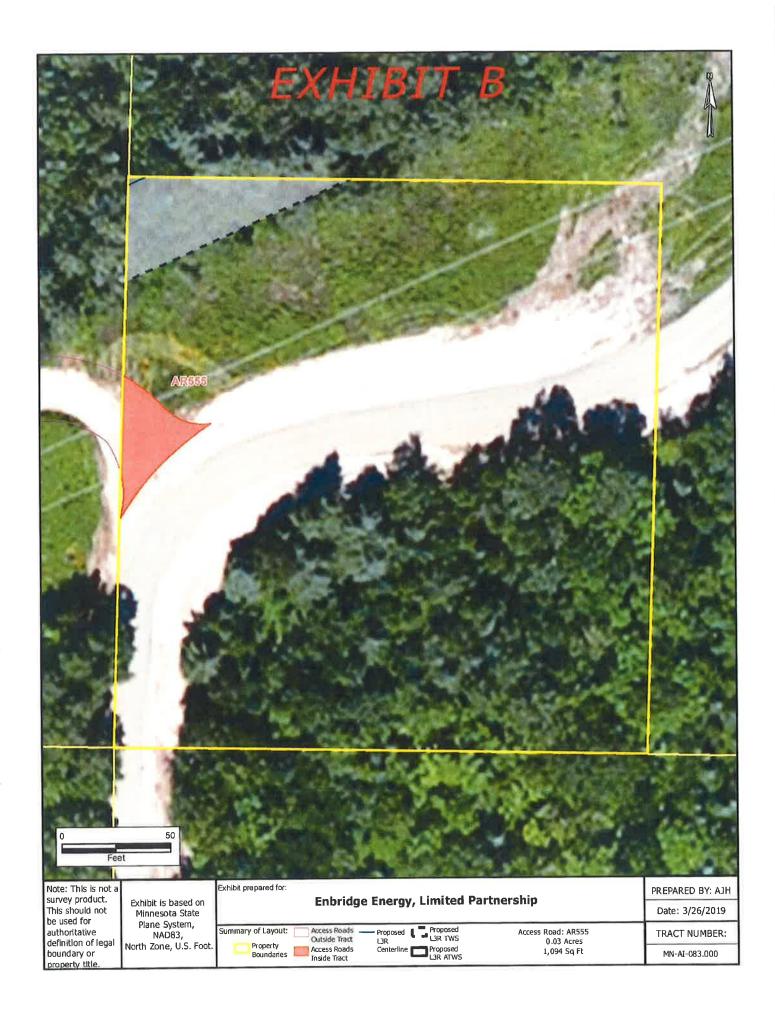
This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 27 Township 51 North of Range 23 West, thence north on the section line 16 rods; thence east 15 rods; thence south 16 rods; thence west 15 rods to place of beginning and containing one and one half acres, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **06-0-043200**Tract No. **MN-AI-083.000**Access Road No. **AR555** 

### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

SW1/4 of NW1/4, Section 27, Township 51, Range 23, EXCEPTING THEREFROM: Commencing at the South West corner of the Southwest Quarter of the North West Quarter of Section No. (27) Twenty Seven, thence North on the Section Line 16 rods; thence East 15 rods; thence South 16 rods; thence West 15 rods to place of beginning and containing one and one half acres. All the above described real estate in Township No. fifty one (51) Range Twenty three (23), Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-043000 Tract No. MN-AI-084.000 Access Road No. AR637

### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

N½ of NW¼, Section 27, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-042800
Tract No. MN-AI-086.000
Access Road No. AR637 and AR638
TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

### LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NW¼ of SW¼, NE¼ of SW¼, S½ of SW¼, NE¼, NW¼, and SE¼, Section 23, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-036200 Tract No. MN-AI-089.000 Access Road No. AR556, AR559, AR560, AR561 and AR639

### TEMPORARY ACCESS ROAD DESCRIPTION:



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

NE¼ of SE¼ and SE¼ of SE¼, W½ of SE¼, NW¼ of NW¼, NE¼ of NW¼, S½ of NW¼, NE¼, and SW¼, Section 24, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): 06-0-037800 Tract No. MN-AI-090.000 Access Road No. AR556 and AR 562

### **TEMPORARY ACCESS ROAD DESCRIPTION:**



This Exhibit A is attached to and made a part of this Temporary Access Road Lease between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

# LESSOR'S PROPERTY LEGAL DESCRIPTION (Lessor's Land):

S½ of SW¼, Section 13, Township 51, Range 23 AND NE¼ of SW¼, Section 13, Township 51, Range 23, NW¼ of SW¼, Section 13, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **06-0-021300** Tract No. **MN-AI-090.001** Access Road No. **AR556** 

### **TEMPORARY ACCESS ROAD DESCRIPTION:**



### AITKIN COUNTY, MINNESOTA, ADMINISTERED PARCELS

The undersigned acknowledges receipt of Two Thousand Four Hundred Dollars and no/100ths (\$2,400.00) paid by Enbridge Energy, Limited Partnership, and its affiliates. This amount represents payment in full for Enbridge Energy, Limited Partnership's exercise of existing easement rights to maintain/construct a pipeline(s), including the use of temporary workspace (TWS) or additional temporary workspace (ATWS) along the existing right-of-way. Furthermore, the undersigned landowner(s) hereby declares and warrants ownership in fee simple or has an interest in all or a portion of the easement and temporary workspace along the existing right-of-way, and is entitled to receive the payment hereby acknowledged and to also receive subsequent damage payment, if any.

Upon sale of premises the Landowner(s) shall fully disclose to buyer the existence of this TWS/ATWS.

| Access Road Number                    |                   |                              |            | <u>Tract Number</u> |                                   |            |                        |
|---------------------------------------|-------------------|------------------------------|------------|---------------------|-----------------------------------|------------|------------------------|
| Temporary Access Road Payment: AR#531 |                   |                              |            | MN-AI-C5-027.000    |                                   |            |                        |
| Length                                | 2.29              | (acres) X                    | \$2,000.00 | Х                   | 50%                               | =          | \$2,290.00             |
| Temporary Ac                          | cess Road         | Payment: AR#532              |            | MN-AI-C5-027.000    |                                   |            |                        |
| Length Temporary Ac                   | 0.62<br>cess Road | (acres) X<br>Payment: AR#533 | \$2,000.00 |                     | 50%<br>Minimum<br><b>AI-C5-02</b> |            | \$620.00<br>\$1,000.00 |
| Length                                | 2.41              | (acres) X                    | \$2,000.00 | X                   | 50%                               |            | \$2,410.00             |
| Temporary Access Road Payment: AR#531 |                   |                              |            | MN-AI-C5-027.400    |                                   |            |                        |
| Length                                | 0.69              | (acres) X                    | \$2,000.00 | X                   | 50%<br>Minimum                    | <b>≡</b> : | \$690.00<br>\$1,000.00 |
| Temporary Access Road Payment: AR#533 |                   |                              |            | MN-AI-C5-028.000    |                                   |            |                        |
| Length                                | 1.17              | (acres) X                    | \$2,000.00 | X                   | 50%                               | =          | \$1,170.00             |
| Temporary Access Road Payment: AR#533 |                   |                              |            | MN-AI-C5-029.001    |                                   |            |                        |
| Length                                | 0.25              | (acres) X                    | \$2,000.00 | X                   | 50%<br>Minimum                    | <b>≡</b> ĵ | \$250.00<br>\$1,000.00 |
| Temporary Access Road Payment: AR#533 |                   |                              |            | MN-AI-C5-034.000TR  |                                   |            |                        |

| Length                                | 0.49      | (acres) X       | \$2,000.00 | X                                   | 50%<br>Minimun       | =<br>n          | \$490.00<br>\$1,000.00 |  |
|---------------------------------------|-----------|-----------------|------------|-------------------------------------|----------------------|-----------------|------------------------|--|
| Temporary Access Road Payment: AR#624 |           |                 |            |                                     | MN-AI-C5-034.000TR   |                 |                        |  |
| Length                                | 0.58      | (acres) X       | \$2,000.00 | X                                   | 50%<br>Minimun       | =<br>n          | \$580.00<br>\$1,000.00 |  |
| Temporary Access Road Payment: AR#624 |           |                 |            |                                     | MN-AI-C5-034.109 NEW |                 |                        |  |
| Length                                | 1.09      | (acres) X       | \$2,000.00 | х                                   | 50%                  | =               | \$1,090.00             |  |
| Temporary Ac                          | cess Road | Payment: AR#546 |            | MN-AI-073.001                       |                      |                 |                        |  |
| Length                                | 1.29      | (acres) X       | \$2,000.00 | X                                   | 50%                  | ×               | \$1,290.00             |  |
| Temporary Ac                          | cess Road | Payment: AR#546 |            | MN-AI-074.000                       |                      |                 |                        |  |
| Length                                | 3.17      | (acres) X       | \$2,000.00 | X                                   | 50%                  | =               | \$3,170.00             |  |
| Temporary Ac                          | cess Road | Payment: AR#547 |            | MN-                                 | AI-074.00            | 00              |                        |  |
| Length                                | 0.26      | (acres) X       | \$2,000.00 | Х                                   | 50%                  | =               | \$260.00               |  |
| Temporary Access Road Payment: AR#548 |           |                 |            | Minimum \$1,000.00<br>MN-AI-074.000 |                      |                 |                        |  |
| Length                                | 0.26      | (acres) X       | \$2,000.00 | Х                                   | 50%<br>Minimun       | . <b>≡</b><br>1 | \$260.00<br>\$1,000.00 |  |
| Temporary Access Road Payment: AR#549 |           |                 |            | MN-                                 | AI-074.00            | 00              |                        |  |
| Length                                | 1.77      | (acres) X       | \$2,000.00 | Х                                   | 50%                  | =               | \$1,770.00             |  |
| Temporary Acc                         | cess Road | Payment: AR#631 |            | MN-                                 | AI-076.00            | 00              |                        |  |
| Length                                | 0.87      | (acres) X       | \$2,000.00 | X                                   | 50%<br>Minimun       | <b>≡</b><br>1   | \$870.00<br>\$1,000.00 |  |
| Temporary Access Road Payment: AR#551 |           |                 |            | MN-                                 | <b>41-077.0</b> 0    | 00              |                        |  |
| Length                                | 1.02      | (acres) X       | \$2,000.00 | Х                                   | 50%                  | =               | \$1,020.00             |  |
| Temporary Access Road Payment: AR#632 |           |                 |            | MN-                                 | <b>41-078.0</b> 0    | 00              |                        |  |

| Length                                | 1.72       | (acres) X         | \$2,000.00    | X 50% =            | \$1,720.00             |  |  |  |  |
|---------------------------------------|------------|-------------------|---------------|--------------------|------------------------|--|--|--|--|
| Temporary A                           | ccess Road | l Payment: AR#633 | MN-AI-078.000 | REMOVED            |                        |  |  |  |  |
| Length                                | 0.00       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$0.00<br>\$0.00       |  |  |  |  |
| Temporary A                           | ccess Roac | l Payment: AR#554 |               | MN-AI-079.001      |                        |  |  |  |  |
| Length                                | 0.48       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$480.00<br>\$1,000.00 |  |  |  |  |
| Temporary A                           | ccess Roac | Payment: AR#553   |               | MN-AI-080.000      | MN-AI-080.000          |  |  |  |  |
| Length                                | 0.17       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$170.00<br>\$1,000.00 |  |  |  |  |
| Temporary A                           | ccess Road | l Payment: AR#554 |               | MN-AI-080.000      |                        |  |  |  |  |
| Length                                | 0.80       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$800.00<br>\$1,000.00 |  |  |  |  |
| Temporary A                           | ccess Road | Payment: AR#634   |               | MN-AI-080.000      |                        |  |  |  |  |
| Length                                | 0.54       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$540.00<br>\$1,000.00 |  |  |  |  |
| Temporary A                           | ccess Road | Payment: AR#634   | MN-AI-081.000 |                    |                        |  |  |  |  |
| Length                                | 0.15       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$150.00<br>\$1,000.00 |  |  |  |  |
| Temporary A                           | ccess Road | l Payment: AR#635 | MN-AI-081.000 |                    |                        |  |  |  |  |
| Length                                | 0.76       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$760.00<br>\$1,000.00 |  |  |  |  |
| Temporary Access Road Payment: AR#636 |            |                   |               | MN-AI-081.000      |                        |  |  |  |  |
| Length                                | 0.17       | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$170.00<br>\$1,000.00 |  |  |  |  |
| Temporary Access Road Payment: AR#554 |            |                   |               | MN-AI-082.000      |                        |  |  |  |  |

| Length    | 1.66                                  | (acres) X         | \$2,000.00    | X 50% =            | \$1,660.00             |  |  |
|-----------|---------------------------------------|-------------------|---------------|--------------------|------------------------|--|--|
| Temporary | Access Roa                            | d Payment: AR#555 | MN-AI-082.000 |                    |                        |  |  |
| Length    | 0.07                                  | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$70.00<br>\$1,000.00  |  |  |
| Temporary | Access Roa                            | d Payment: AR#636 |               | MN-AI-082.000      |                        |  |  |
| Length    | 0.28                                  | (acres) X         | \$2,000.00    | X 50% = Minimum    | \$280.00<br>\$1,000.00 |  |  |
| Temporary | Access Roa                            | d Payment: AR#635 |               | MN-AI-082.000 NEW  |                        |  |  |
| Length    | 0.01                                  | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$10.00<br>\$1,000.00  |  |  |
| Temporary | Access Roa                            | d Payment: AR#555 |               | MN-AI-083.000      |                        |  |  |
| Length    | 0.05                                  | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$50.00<br>\$1,000.00  |  |  |
| Temporary | Access Road                           | d Payment: AR#637 |               | MN-AI-084.000      |                        |  |  |
| Length    | 0.26                                  | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$260.00<br>\$1,000.00 |  |  |
| Temporary | Access Road                           | d Payment: AR#637 |               | MN-AI-086.000      |                        |  |  |
| Length    | 0.07                                  | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$70.00<br>\$1,000.00  |  |  |
| Temporary | Access Road                           | d Payment: AR#638 |               | MN-AI-086.000      |                        |  |  |
| Length    | 0.42                                  | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$420.00<br>\$1,000.00 |  |  |
| Temporary | Temporary Access Road Payment: AR#556 |                   |               | MN-AI-089.000      |                        |  |  |
| Length    | 4.47                                  | (acres) X         | \$2,000.00    | X 50% =            | \$4,470.00             |  |  |
| Temporary | Access Road                           | d Payment: AR#559 | MN-AI-089.000 |                    |                        |  |  |
| Length    | 0.27                                  | (acres) X         | \$2,000.00    | X 50% =<br>Minimum | \$270.00<br>\$1,000.00 |  |  |

| Temporary Access Road Payment: AR#560          |           |                 |            | MN-              | ·AI-089.0      | 00     |                        |  |
|--|-----------|-----------------|------------|------------------|----------------|--------|------------------------|--|
| Length   | 0.24      | (acres) X       | \$2,000.00 | X                | 50%<br>Minimun | =<br>n | \$240.00<br>\$1,000.00 |  |
| Temporary Ac                                   | cess Road | Payment: AR#561 |            | MN-              | MN-AI-089.000  |        |                        |  |
| Length   | 1.35      | (acres) X       | \$2,000.00 | X                | 50%            | =      | \$1,350.00             |  |
| Temporary Ac                                   | cess Road | Payment: AR#639 |            | MN-              | AI-089.0       | 00     |                        |  |
| Length   | 0.38      | (acres) X       | \$2,000.00 | X                | 50%<br>Minimun | =<br>n | \$380.00<br>\$1,000.00 |  |
| Temporary Ac                                   | cess Road | Payment: AR#556 |            | MN-              | AI-090.0       | 00     |                        |  |
| Length   | 1.48      | (acres) X       | \$2,000.00 | X                | 50%            | =      | \$1,480.00             |  |
| Temporary Ac                                   | cess Road | Payment: AR#562 |            | MN-              | AI-090.0       | 00     |                        |  |
| Length   | 3.38      | (acres) X       | \$2,000.00 | х                | 50%            | =      | \$3,380.00             |  |
| Temporary Ac                                   | cess Road | Payment: AR#556 |            | MN-AI-090.001    |                |        |                        |  |
| Length   | 1.26      | (acres) X       | \$2,000.00 | Х                | 50%            | =      | \$1,260.00             |  |
| TOTAL TEMPORARY ACCESS ROAD LEASES \$53,530.00 |           |                 |            |                  |                |        |                        |  |
| ALREADY PAIC                                   | N COUNTY  |                 |            | ( <del>*</del> ) | \$51,130.00    |        |                        |  |
| TOTAL COMPENSATION DUE                         |           |                 |            |                  |                | =      | \$2,400.00             |  |
| LANDOWNER: Aitkin County Administered Parcels  |           |                 |            |                  |                |        |                        |  |
| Signature:                                     |           |                 |            |                  |                |        |                        |  |
| Print Name:                                    |           |                 |            |                  |                |        |                        |  |
| Print Title:                                   |           |                 |            |                  |                |        |                        |  |
| Address:                                       |           |                 |            |                  | _              |        |                        |  |
| Telephone:                                     |           |                 |            |                  |                |        |                        |  |

# Signature: \_\_\_\_\_\_ Print Name: \_\_\_\_\_\_ Print Title: \_\_\_\_\_\_ Address: \_\_\_\_\_\_

Telephone: \_\_\_\_\_

**Land Owner: Aitkin County Administered Parcels**