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GAYLE I. WAHNER
DOUGLAS COUNTY RECORDER
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**RIGHT-OF-WAY AND
EASEMENT GRANT**

Prepared By:
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1409 Hammond Avenue
Second Floor
Superior, WI 54880

Return To:
Enbridge Energy, Limited Partnership
c/o Enbridge Pipelines (Lakehead) L.L.C.
3001 South Columbia Road
Suite E
Grand Forks, ND 58201

For Recorder's Use Only

30/ck

P.I.N.: TS-030-01291-00, TS-030-01445-00, TS-030-01452-00

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, DOUGLAS COUNTY, (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant and convey by this Right-of-Way and Easement Grant ("Agreement") to Enbridge Energy, Limited Partnership, a Delaware limited liability company, with an office located at 26 East Superior Street, Suite 309, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee") the following rights, interests, and privileges:

a. A right-of-way and perpetual easement to survey, locate, construct, 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 two pipelines, 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, and conduct such other activities as may be necessary in connection therewith as determined by Grantee or required by law, for the transportation of crude petroleum and any product, by-product and derivative thereof, on, over, under, in, through and across a strip of land, as described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"), together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with the safe and efficient construction, operation, maintenance and patrol of the pipelines and appurtenances.

b. Until such time as the construction, testing, and commissioning of the pipelines is complete, the right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for Construction Work Space, for the purposes of surveying, locating, constructing, testing, reclamation and commissioning of Grantee's

pipelines, appurtenances, and rights of way (including the temporary storage of equipment and material), provided that at the conclusion of the construction, testing, and commissioning of the pipelines all areas of Construction Work Space shall be reclaimed and shall revert to the possession and control of the Grantor.

c. The perpetual right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for Operation and Maintenance Work Space, to be used from time to time and as may be necessary for the inspection and patrol (including subsurface digging), operation, maintenance, repair, replacement, relocation, reconstruction, reclamation, removal, protection, and idling of the pipelines.

d. The perpetual right of ingress and egress across Grantor's lands to and from the Right-of-Way, using existing roads, routes, and paths whenever reasonably possible in the determination of Grantee, at any and all times for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee:

FIRST: Grantor covenants with Grantee that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: The Grantee shall, at the time of construction of the pipelines, bury said pipelines through cultivated lands so that they will not interfere with ordinary annual crop cultivation, at a minimum depth of thirty-six inches below grade at the time of construction, or such other greater depth as may be required by law, and shall also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation of the pipelines and Grantee's use of any of Grantor's lands adjacent to the Right-of-Way during construction. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by Grantor and Grantee.

THIRD: Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Right-of-Way and Grantee shall not be liable for damages caused by keeping said Right-of-Way clear of such trees, undergrowth and other obstructions in Grantee's exercise of the rights herein granted. Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right-of-Way any pit, well, septic system, foundation, pavement, road or any other structure or installation, whether temporary or permanent, natural or man-made, without Grantee's prior written consent, but otherwise Grantor shall have the right fully to use and enjoy said premises for surface agricultural uses except as the same may interfere with activities deemed by Grantee to be necessary, convenient or incidental to the purposes herein granted to Grantee, and provided further that Grantor's use does not interfere with Grantee's operations on the Right-of-Way.

Further, Grantor shall not alter the grade of the Right-of-Way and easement without the express, prior written consent of Grantee.

FOURTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Right-of-Way unless such loss, damage, injury or death results from the negligent or intentional acts or omissions of Grantor, its agents, representatives, employees, contractors or invitees.

FIFTH: Grantee shall have the right to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SIXTH: Any and all payments, communications or notices provided for herein may be served and shall be sufficient when served by depositing the same with the United States Post Office, with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor and Grantee at the addresses specified above as Grantor and Grantee's mailing addresses, or such other address as may be specified in writing by Grantor or Grantee or their respective successors or assigns from time to time.

SEVENTH: This Agreement, including all the covenants and conditions herein contained shall, to the greatest extent allowed by law, be construed as creating a perpetual and exclusive Right-of-Way and easement on and appurtenant to property owned by Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Grantor and Grantee respectively.

EIGHTH: The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.

NINTH: Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.

EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between DOUGLAS COUNTY, (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

WI-DO-041.536

The S ½ NE ¼, EXCEPT G. N. Power Line and EXCEPT Hebrew Cemetery and EXCEPT portion of the SE/4 of NE/4, lying South of Douglas County Recreation Trail Right-of-way, of Section 09, Township 48 North, Range 14 West, Douglas County, Wisconsin.

WI-DO-041.508

The NE ¼, EXCEPT the r/w and GN power line located in the S/2, of Section 18, Township 48 North, Range 14 West, Douglas County, Wisconsin.

WI-DO-041.508.900RD

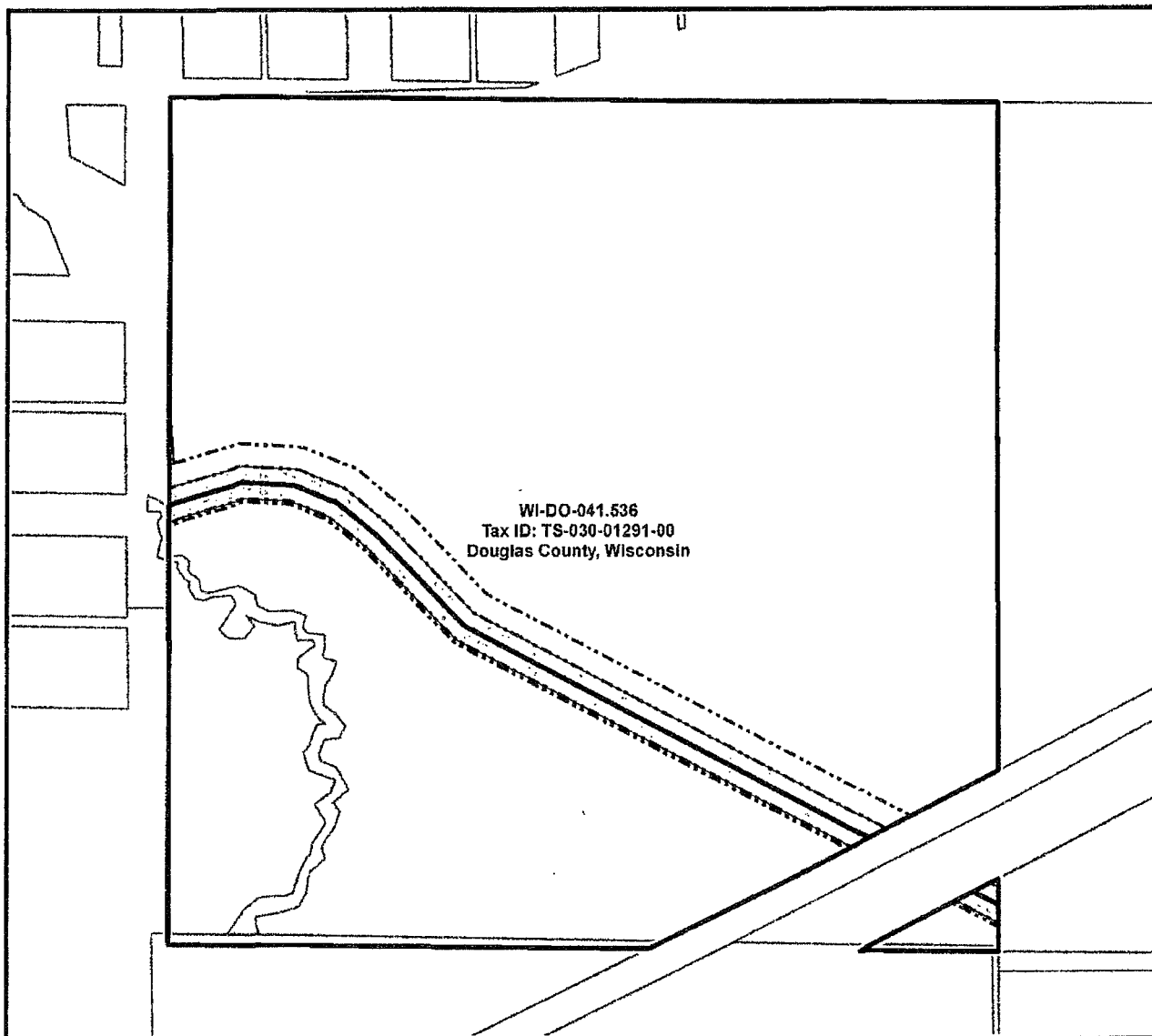
16.05 Acres out of the ABND R/W IN SW-1/4 & E-1/2 OF SECT DESC 373 RP 369 of Section 18, Township 48 N, Range 14 W, Douglas County, Wisconsin

Permanent Index Number (P.I.N.): TS-030-01291-00, TS-030-01445-00, TS-030-01452-00

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

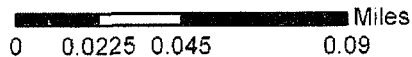
A Permanent Easement, seventy feet (70') in width, as installed, as approximately described herein on Exhibit A; along with Temporary Easement and Additional Temporary Workspace areas as indicated.

**Exhibit "A", Pipeline 1
Douglas County, Wisconsin**



WI-DO-041.536
Tax ID: TS-030-01291-00
Douglas County, Wisconsin

1319.7550 Feet = 79.9852 Rods
 Permanent Easement = 1.5146 Acres
 Temporary Easement = 1.2184 Acres
 Additional Temporary Easement = 0.0071 Acres



Legend

- Property Boundaries
- TWS
- Adjacent Property Boundaries
- ATWS
- Proposed Easement
- Proposed Pipeline

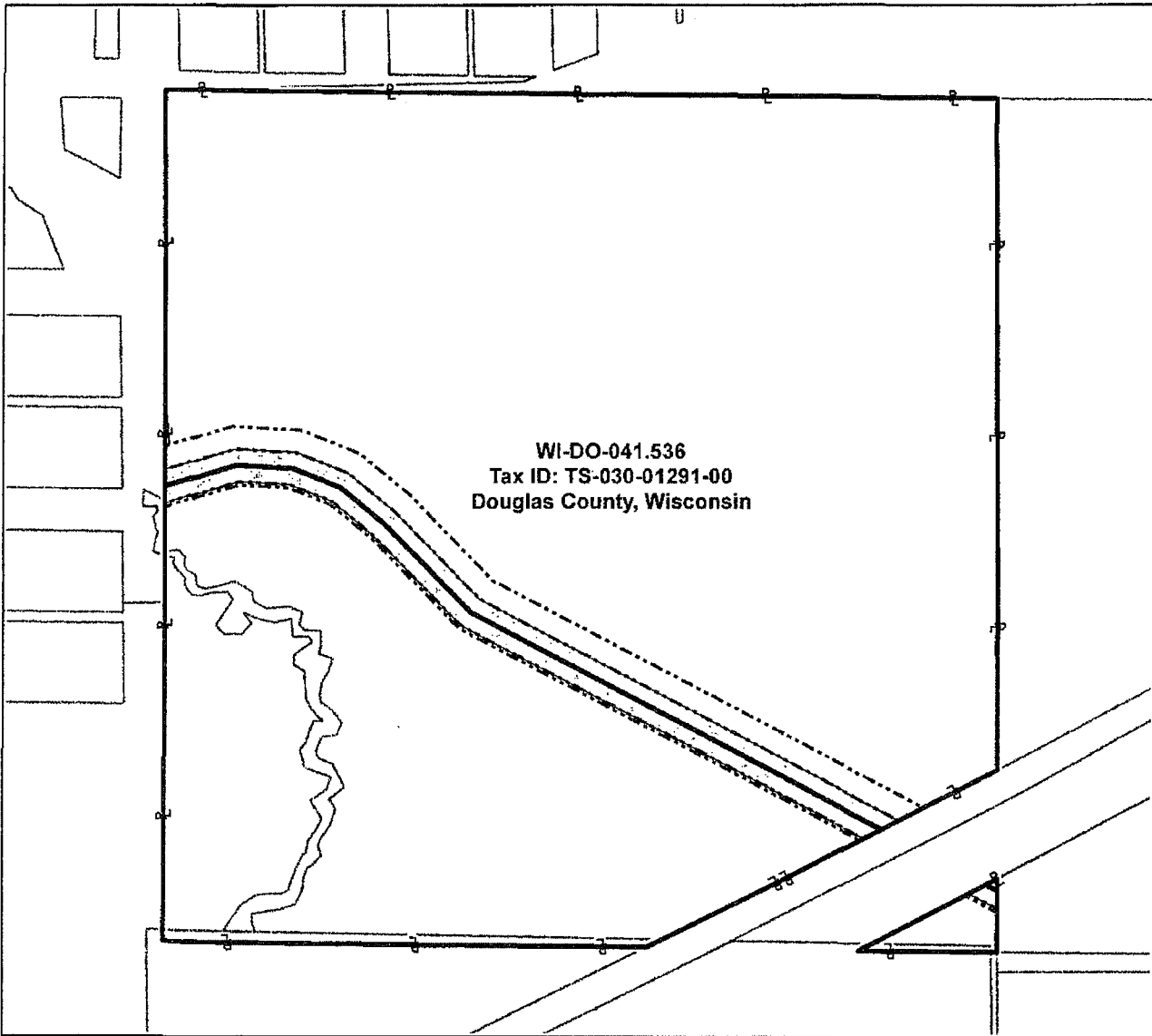
This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:

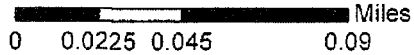
Douglas County, Wisconsin

Tract No.: WI-DO-041.536

**Exhibit "A"- 2, Pipeline 2
Douglas County, Wisconsin**



1318.6523 Feet = 79.9183 Rods
 Permanent Easement = 1.5173 Acres
 Temporary Easement = 1.2328 Acres
 Additional Temporary Easement = 0.0058 Acres



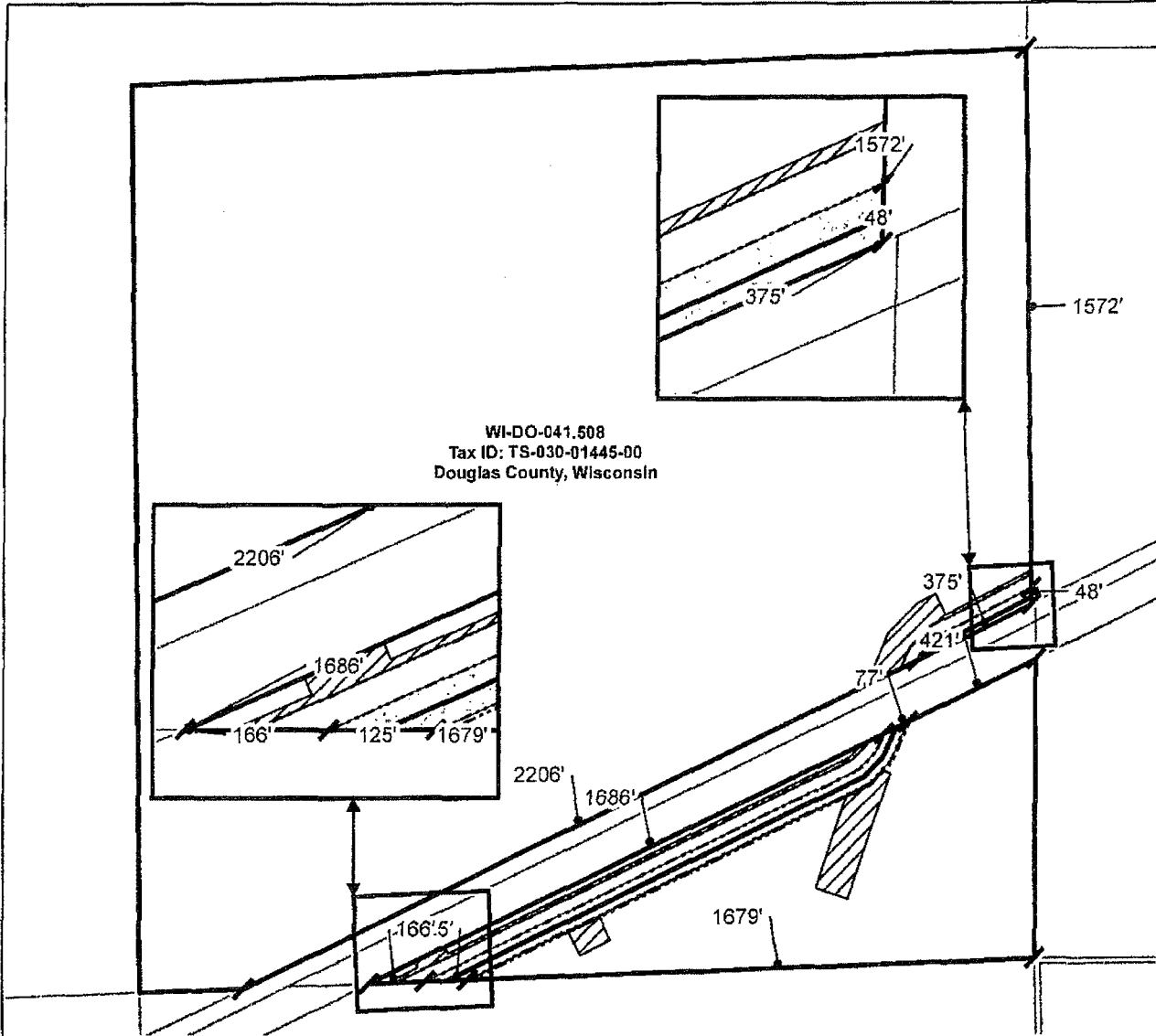
Property Boundaries	TWS
Adjacent Property Boundaries	ATWS
Proposed Easement	Proposed Pipeline

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

Proposed Pipeline Easement Across:
 Douglas County, Wisconsin

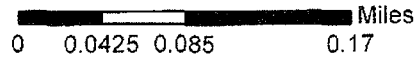
Tract No.: WI-DO-041.536

**Exhibit "A"-3, Pipeline 1
Douglas County, Wisconsin**



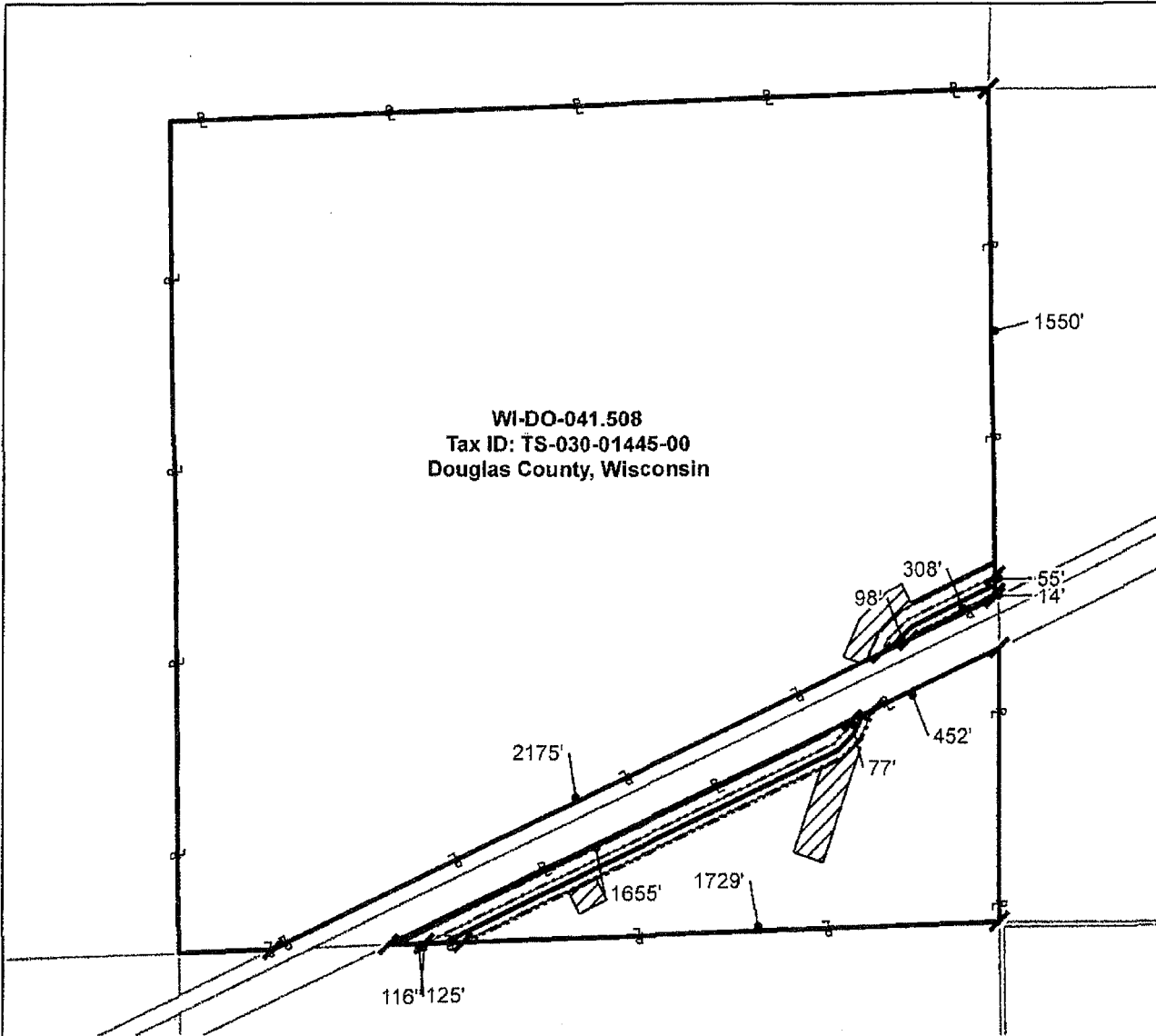
WI-DO-041.508
Tax ID: TS-030-01445-00
Douglas County, Wisconsin

1874.5013 Feet = 113.6061 Rods
Additional Temporary Easement = 1.8717 Acres

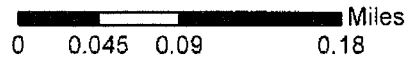


<p>Legend</p> <p> Property Boundaries Adjacent Property Boundaries Proposed Easement TWS ATWS Proposed Pipeline </p>	<p>This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.</p>	<p>Proposed Pipeline Easement Across: Douglas County, Wisconsin</p> <p>Tract No.: WI-DO-041.508</p>
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**Exhibit "A"-4, Pipeline 2
Douglas County, Wisconsin**



1942.0942 Feet = 117.7027 Rods
Additional Temporary Easement = 1.8120 Acres

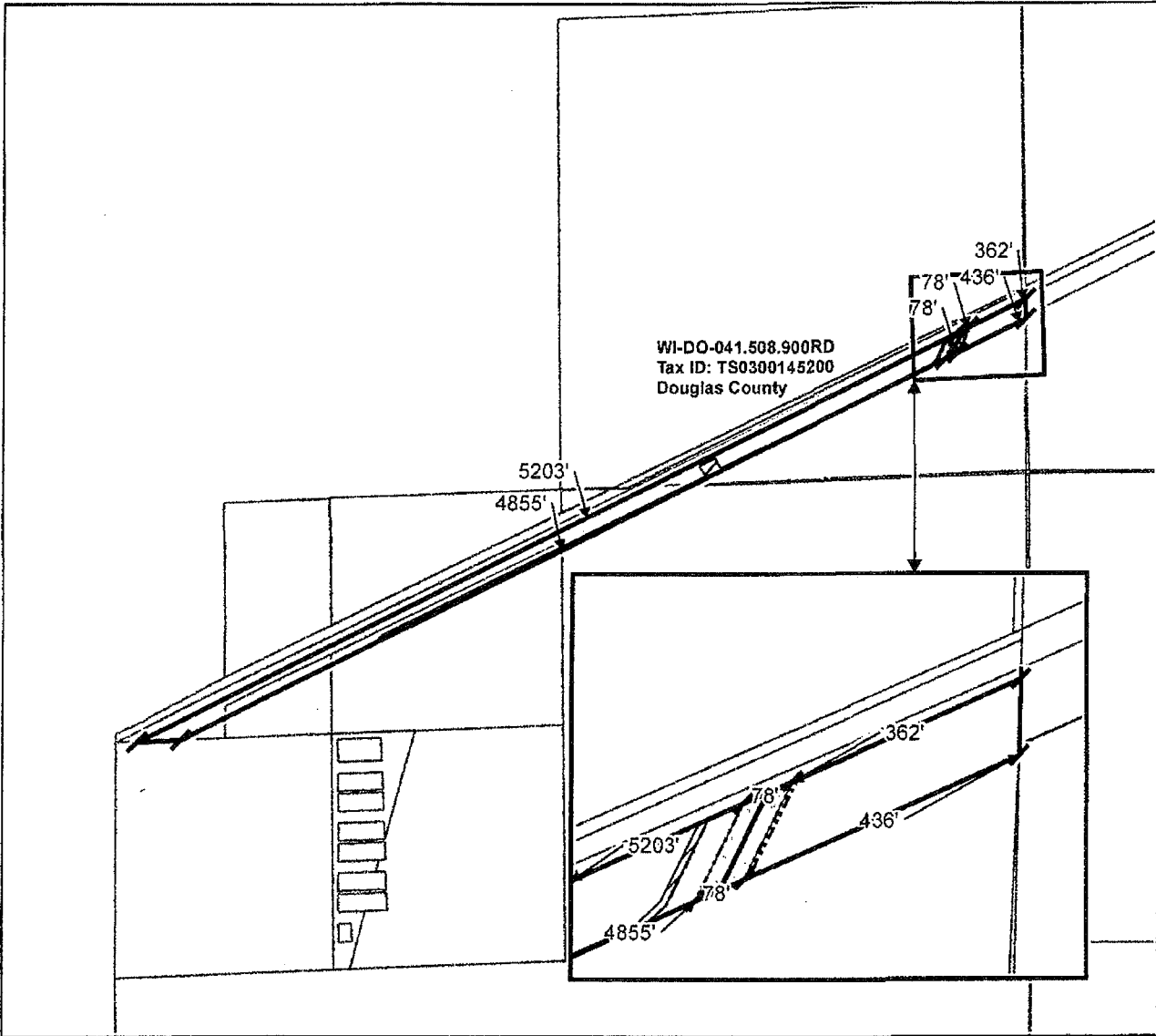


Property Boundaries	TWS
Adjacent Property Boundaries	ATWS
Proposed Easement	Proposed Pipeline

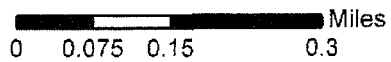
This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across: Douglas County, Wisconsin
Tract No.: WI-DO-041.508

**Exhibit "A" - 5, Pipeline 1
Douglas County**



156.5946 Feet = 9.4906 Rods
 Permanent Easement = 0.1793 Acres
 Temporary Easement = 0.5531 Acres
 Additional Temporary Easement = 0.8944 Acres



Legend

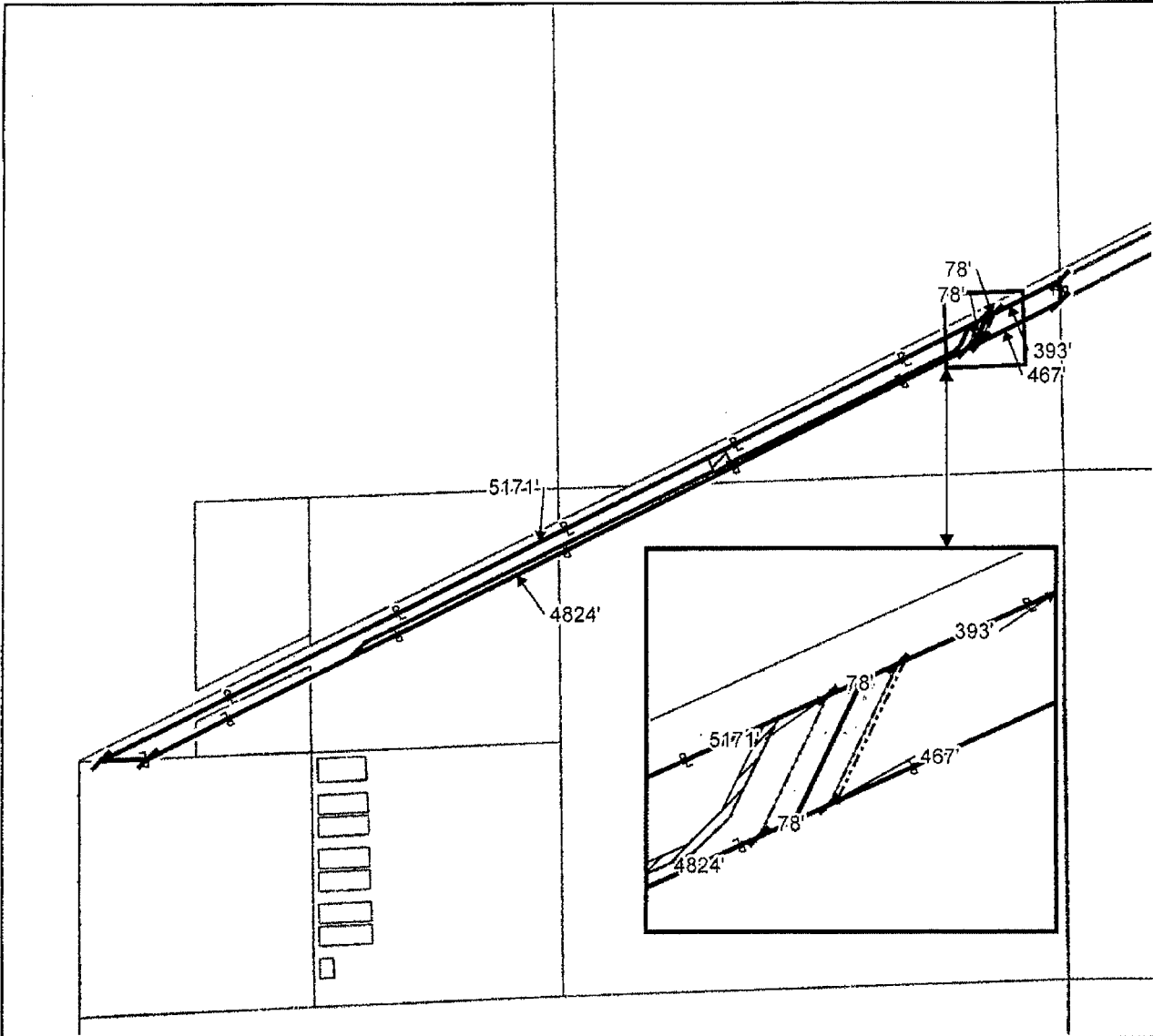
- Property Boundaries
- TWS
- Adjacent Property Boundaries
- ATWS
- Proposed Easement
- Proposed Pipeline

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

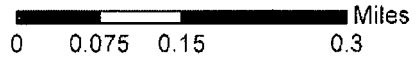
Proposed Pipeline Easement Across:
Douglas County

Tract No.: WI-DO-041.508.900RD

**Exhibit "A" - 6, Pipeline 2
Douglas County**



156.6000 Feet = 9.4909 Rods
 Permanent Easement = 0.1794 Acres
 Temporary Easement = 2.0802 Acres
 Additional Temporary Easement = 1.0041 Acres



Property Boundaries	TWS
Adjacent Property Boundaries	ATWS
Proposed Easement	Proposed Pipeline

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

Proposed Pipeline Easement Across:
 Douglas County

Tract No.: WI-DO-041.508.900RD