

AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
ENBRIDGE ENERGY, Limited Partnership,
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
pertaining to the construction of
up to a 36-inch CRUDE OIL PIPELINE AND RELATED APPURTENANCES
in
LIVINGSTON, KANKAKEE, GRUNDY, WILL and COOK COUNTIES, ILLINOIS

The Illinois Department of Agriculture (IDOA) and Enbridge Energy, Limited Partnership (Enbridge), agree to the following measures which Enbridge will implement as it constructs one pipeline under agricultural land in Livingston, Kankakee, Grundy, Will, and Cook Counties, Illinois as described in Enbridge's application to the Illinois Commerce Commission (ICC) for a Certificate of Good Standing, Docket No.13-0134. The pipeline subject to the Agricultural Impact Mitigation Agreement (Agreement) consists of an up to 36-inch diameter crude oil pipeline.

These mitigative actions will serve to minimize the agricultural impacts that may occur due to pipeline construction.

The below prescribed construction standards and policies only apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to construction activities occurring entirely on public right-of-way, railroad right-of-way, publicly owned land, or privately owned land that is not agricultural land. However, Enbridge will adhere to the construction standards relating to the repair of drainage tile (Item No. 3 in the Agreement) when drainage tiles are encountered on public highway right-of-way, railroad right-of-way and publicly or privately owned land. The tile line construction standards shall be implemented regardless of where drainage tile is encountered.

INTRODUCTION

Enbridge will retain qualified professionals on each work phase of the project. The qualified professionals may be engineers, soil scientists, agronomists and/or construction and environmental inspectors as appropriate during each phase of the project. This shall include initial Agreement development, construction, initial restoration, and post-construction monitoring and follow-up restoration. The qualified professionals shall act to assure that the provisions set forth in this document or in any separate agreement, will be adhered to in good faith by Enbridge and by the pipeline installation contractor(s), and that all agreements protect the resources of both the Landowner and Enbridge.

The qualified professionals shall assist with the collection and analyzing of site-specific agricultural information gathered for the Agreement development by Enbridge. This information will be obtained through field review as well as direct contact with affected Landowners and farm operators, local County Soil and Water Conservation Districts (SWCDs), Agricultural Extension Agents, and others. Enbridge shall provide a courtesy copy of information to the appropriate local County SWCD(s) any time an Agreement modification is submitted.

Enbridge shall also retain Agricultural Inspectors that will work with the appropriate onsite Enbridge Project Inspectors throughout the construction phase. The Agricultural Inspectors will also maintain contact with the affected Landowners and farm Tenants, in conjunction with

Enbridge right-of-way agents, as well as local county SWCD personnel concerning farm resources and management matters pertinent to the agricultural operations and the site-specific implementation of the Agreement.

Enbridge will employ Agricultural Inspectors that are at a minimum thoroughly familiar with the following:

The specifications and terms of this Agricultural Impact Mitigation Agreement;
Enbridge Plans and Procedures;
Pipeline Construction Sequences and Process;
All aspects of soil and water conservation; and
Farm operations.

The Agricultural Inspector will possess:

Good oral and written communication skills, and the
Ability to work closely with Landowners, Tenants and the project sponsor.

Enbridge will employ a minimum of one Agricultural Inspector per construction (installation) spread.

When permitted by law and contract, Enbridge shall encourage its pipeline contractor(s) to use, where and if available, local drain tile contractors to redesign, reconstruct, and/or repair any subsurface drain tile lines that are affected by the pipeline installation. Often the local contractors may have installed the Landowner's drain tile system and can have valuable knowledge as to the location, depth of cover, appurtenances, and any other factors affecting the tile operation. The drain tile contractor(s) shall follow the attached construction specifications. (Refer to 3.D)

Unless the easement or other agreement between the Landowner and Enbridge provides to the contrary, the actions specified in the pipeline standards and construction specifications contained in this Agreement will be implemented in accordance with the conditions listed below:

Conditions of the Agreement

The mitigative actions specified in the construction standards and policies set forth below will be implemented in accordance with the conditions listed below:

- A. All mitigative actions are subject to modification through negotiation by Landowners and a representative of Enbridge, provided such changes are negotiated in advance of any construction, maintenance, or repairs.
- B. Enbridge may negotiate with Landowners to carry out the mitigative actions that Landowners wish to perform themselves.
- C. All mitigative actions employed by Enbridge, unless otherwise specified in these construction standards and policies or in an easement negotiated with an individual Landowner, will be implemented within 45 days of completion of the pipeline facilities on any affected property, weather and Landowner permitting. Temporary repairs will be made by Enbridge during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period. If weather delays the completion of any mitigative action beyond the 45 day period, Enbridge will provide the affected Landowner(s) with a written estimate of the time needed for completion of the mitigative action.

- D. Mitigative actions pursuant to this Agreement will extend to associated future construction, maintenance, and repairs by Enbridge.
- E. Enbridge will provide the IDOA with one set of mailing labels of all Landowners and known Tenants, on a county-by-county basis, who are affected by the proposed pipeline. As the list of affected Landowners and Tenants is updated, Enbridge will notify the IDOA of any additions or deletions. All labels will be sent to the IDOA upon execution of this Agreement. The IDOA will use the labels for mailing this Agreement to the Landowners and Tenants. The IDOA will also provide this Agreement to the Farm Bureau and Soil and Water Conservation District offices in the affected counties for the purpose of holding informational Landowner meetings.
- F. Every effort will be made by Enbridge to determine all affected Tenants along the route of the pipeline. Enbridge will endeavor to keep the Tenants informed of the project's status, meetings, and other factors that may have an impact upon their farming operations.
- G. Enbridge will provide the IDOA with "as built" drawings (strip maps) showing the location of all tile lines by survey station encountered in the construction of the pipeline. The drawings will be provided on a county-by-county basis for distribution by the IDOA to the respective county Soil and Water Conservation Districts for the purpose of assisting Landowners with future drainage needs. Enbridge will also provide the IDOA with "as built" drawings showing the location of the new pipeline.
- H. Prior to the construction of the pipeline, Enbridge shall provide each Landowner or Landowner's Designate and Tenant with a telephone number and address which can be used to contact Enbridge, both during and following the completion of construction, regarding the work that was performed on their property or any other construction-related matter. Enbridge shall respond promptly to Landowner's or Landowner's Designate and Tenant's telephone calls and correspondence.
- I. A forester with local expertise shall be hired by Enbridge to appraise the merchantable value of any timber to be cut for construction of the pipeline. The Landowner shall be compensated 100 percent of the timber value.
- J. Enbridge agrees to include this Agreement as part of its submissions to the ICC and hereby agrees to the inclusion of the terms contained in this Agreement in any environmental assessment and/or environmental impact statement that may be prepared on the project.
- K. Enbridge will implement the mitigative actions contained in this Agreement to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by Enbridge for the project.
- L. Each mitigative action contained in this Agreement will be implemented to the extent that such mitigative action is not determined to be unenforceable by reason of the mitigative actions approved by, or other requirements of, the ICC Certificate issued for the project.
- M. If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Agricultural Land

Land used for cropland, hayland, pasture land, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located within 100 feet of the pipeline, and land in government set-aside programs.

Best Management Practice (BMP)

Any structural, vegetative or managerial practice used to treat, prevent or reduce soil erosion. Such practices may include temporary seeding of exposed soils, construction of retention basins for storm water control and scheduling the implementation of all BMPs to maximize their effectiveness.

Cropland

Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland that was formerly utilized as cropland or is comprised of Prime farmland.

Drainage Tile

Any artificial subsurface drainage system including, but not limited to, clay and concrete tile, vitrified sewer tile, corrugated plastic tubing, and stone drains.

Enbridge

Enbridge Energy, Limited Partnership (Enbridge), and any contractor or sub-contractor in the employ of Enbridge, for the purpose of completing the pipeline or any mitigative actions covered by this Agreement.

Landowner

Person(s) holding legal title to property on the pipeline route from whom Enbridge is seeking, or has obtained, a temporary or permanent easement.

Landowner's Designate

Any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property.

Non-Agricultural Land

Any land that is not "Agricultural Land" as defined above.

Pipeline

Includes up to a 36-inch diameter crude oil pipeline and its related appurtenances, as described in Enbridge's application to the ICC for a Certificate of Good Standing, Docket No. 13-0134.

Prime farmland

Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

Right-of-way

Includes the permanent and temporary easements that Enbridge acquires for the purpose of constructing, operating and maintaining the pipeline.

Surface Drains

Any surface drainage system such as shallow surface field drains, grassed waterways, open ditches, or any other conveyance of surface water.

Tenant

Any person lawfully residing on or leasing/renting of the land.

Topsoil

The upper most part of the soil commonly referred to as the plow layer, the A layer, or the A horizon, or its equivalent in uncultivated soils. It is the surface layer of the soil that has the darkest color or the highest content of organic matter (as identified in the USDA County Soil Survey and verified with right-of-way samples as stipulated under 2A below).

Construction Standards and Policies

1. Pipeline depth

- A. Except for aboveground piping facilities, such as mainline block valves, tap valves, meter stations, etc., the pipeline will be buried with:
 - 1. a minimum of 5 feet of top cover where it crosses cropland.
 - 2. a minimum of 5 feet of topcover where it crosses pasture land or other agricultural land comprised of soils that are classified by the USDA as being prime soils.
 - 3. a minimum of 3 feet of top cover where it crosses pasture land and other agricultural land not comprised of prime soils.
 - 4. a minimum of 3 feet of top cover where it crosses wooded/brushy land.
 - 5. substantially the same topcover as an existing parallel pipeline, but not less than 5 feet, where the route parallels an existing pipeline within a 100 foot perpendicular offset. This applies exclusively to cropland and pastureland/other agricultural land comprised of Prime soils. Pipeline depth where drain tiles are encountered shall be consistent with the requirement in Section 3.E, Repair of Damaged Tile Lines. In those cases, the topcover depth may exceed 5 feet.
- B. Notwithstanding the foregoing, in those areas where (i) rock in its natural formation and/or (ii) a continuous strata of gravel exceeding 200 feet in length are encountered, the minimum top cover will be 30 inches.
- C. When the pipeline requires weights to keep it from floating, the pipeline will be buried deep enough to maintain the depth of topcover above the weights as specified in 1.A. above.
- D. On agricultural land subject to erosion, Enbridge will patrol the pipeline right-of-way with reasonable frequency to detect areas of erosion of the top cover. In no instance will Enbridge knowingly allow the amount of top cover to be less than 36 inches as a result of natural erosion, except as stated in 1.B. above.

2. Topsoil Replacement

- A. The topsoil depth shall be determined by a properly qualified soil scientist or soil technician who will set stakes or flags approximately every 200 feet along the right-of-way identifying the depth of topsoil to be removed. As an alternative, Enbridge will provide the contractor either a table or a set of maps that indicates expected topsoil depths by milepost, prior to construction. In addition, Enbridge shall consult with the local Soil and Water Conservation District to determine the actual depth of topsoil along the right-of-way and to obtain tables or maps that identify topsoil depth.
- B. The actual depth of the topsoil, not to exceed 36 inches, will first be stripped from the ditch, spoil area, and travel side of the right-of-way. The topsoil will be stored in a windrow parallel to the pipeline trench in such a manner that it will not become intermixed with subsoil materials.
- C. All subsoil material that is removed from the trench will be placed in a second windrow parallel to the pipeline trench that is separate from the topsoil windrow.
- D. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil.

- E. Refer to Items No. 5.A. and 5.B. for procedures pertaining to rock removal from the subsoil and topsoil.
- F. Refer to Items No. 7.A. through 7.F. for procedures pertaining to the alleviation of compaction of the topsoil.
- G. The topsoil must be replaced so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be restored. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance will the topsoil materials be used for any other purpose.

3. Repair of Damaged Tile Lines

If underground drainage tile is damaged by the pipeline's construction, it will be repaired in a manner that assures the tile line's proper operation at the point of repair. The following standards and policies shall apply to the tile line repair:

- A. Enbridge will endeavor to locate all tile lines within the right-of-way prior to the pipeline's installation so repairs can be made if necessary. Enbridge will contact affected Landowners/Tenants for their knowledge of tile line locations prior to the pipeline's installation. All identified tile lines will be staked or flagged prior to construction to alert construction crews to the possible need for tile line repairs.
- B. All tile lines that are damaged, cut, or removed shall be staked or flagged with the stakes or flags placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged tile lines will be recorded using Global Positioning Systems technology.
- C. If water is flowing through any damaged tile line, the tile line will be immediately and temporarily repaired until such time that permanent repairs can be made. If the tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 14 days of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials, small mammals, etc. into the tile lines.
- D. Where tile lines are severed by the pipeline trench, Enbridge shall make the needed repairs in accordance with the *Enbridge Energy, Limited Partnership (See Figures 80036-5400-007, Temporary Repair and 80036-5400-008, Permanent Repair)*.
- E. There will be a minimum of one foot of separation between the tile line and the pipeline where the pipeline passes over or under the tile line.
- F. The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained.
- G. Before completing permanent tile repairs, all tile lines will be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they must be repaired so they operate as well after construction as before the construction began.
- H. All permanent tile line repairs must be made within 14 days of the pipeline being laid in the trench on the Landowner's property, weather and soil conditions permitting.
- I. Following completion of the pipeline, Enbridge will be responsible for correcting all tile line repairs that fail due to pipeline construction, provided those repairs were made by Enbridge. Enbridge will not be responsible for tile line repairs that Enbridge pays the Landowner to perform.

4. Installation of Additional Tile Lines

- A. Enbridge shall be responsible for installing such additional drainage tile and other drainage measures as are necessary to properly drain wet areas on the permanent and temporary easements caused by the construction and/or existence of the pipeline.
- B. Where the pipeline's route parallels an existing pipeline within a 200-foot perpendicular offset, Enbridge shall be responsible for installing tile and/or other drainage measures, as necessary, to properly drain the area between the two pipelines to the extent the wet areas between the pipelines are caused by the construction and/or existence of the pipeline.
- C. It is presumed that any wet areas located in permanent and temporary easements and/or between the two parallel pipelines are caused by the construction and/or existence of the new pipeline unless Enbridge can prove that the construction and/or existence of the new pipeline is not the cause of the wet areas.

5. Rock Removal

The following rock removal procedures only pertain to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois.

- A. Before replacing any topsoil, all rocks greater than 3 inches in any dimension will be removed from the surface of all exposed subsoil and from all subsoil that is replaced back in the trench until similar conditions on the right-of-way as compared to the adjacent off right-of-way are achieved.
- B. After the topsoil is replaced, all rocks greater than 3 inches in any dimension will be removed from the topsoil until similar conditions on the right-of-way as compared to the adjacent off right-of-way are achieved.
- C. If trenching, blasting, or boring operations are required through rocky terrain, suitable precautions will be taken to minimize the potential for oversized rocks to become interspersed with adjacent soil material.
- D. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, will be hauled off the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and Enbridge.

6. Removal of Construction Debris

All construction-related debris and material that are not an integral part of the pipeline will be removed from the Landowner's property. Such material to be removed would include litter generated by the construction crews.

7. Compaction, Rutting, Fertilization, Liming

- A. Prior to the topsoil being replaced, the working side of the right-of-way will be ripped at least 18 inches deep in agricultural areas and at least 12 inches deep in pasture and woodland areas unless the presence of stumps and large quantities of roots within 12 inches preclude ripping. Ripping will occur through the topsoil at a deeper depth if field conditions necessitate topsoil restoration prior to ripping the subsoil. The existence of tile lines or underground utilities may necessitate less depth. The entire right-of-way will then be disked.
- B. Three passes will be made across any agricultural land that is ripped.

- C. All ripping and disking will be done at a time when the soil is dry enough for normal tillage operations to occur on undisturbed farmland adjacent to the areas to be ripped.
- D. Enbridge will restore all rutted land to its original condition.
- E. The cost of inputs, such as fertilizer, manure, and/or lime that will be applied will be included in the damages paid to the Landowner, thereby allowing the Landowner to apply the appropriate type and amounts of fertilizer, manure, and/or lime as needed depending on the crops contemplated and the construction schedule.
- F. If there is any dispute between the Landowner and Enbridge as to what areas need to be ripped, the depth at which compacted areas should be ripped, or the necessity or rates of lime and fertilizer application, the appropriate county Soil and Water Conservation District's opinion shall be considered by Enbridge and the Landowner.

8. Land Leveling

- A. Following the completion of the pipeline, Enbridge will restore any right-of-way to its original pre-construction elevation and contour should uneven settling occur or surface drainage problems develop as a result of pipeline construction.
- B. Enbridge will provide the Landowners with a telephone number and address that may be used to alert Enbridge of the need to perform additional land leveling services.
- C. If, in the future, uneven settling occurs or surface drainage problems develop as a result of the pipeline construction, Enbridge will provide such land leveling services within 45 days of a Landowner's written notice, weather and soil conditions permitting.
- D. If there is any dispute between the Landowner and Enbridge as to what areas need additional land leveling beyond that which is done at the time of construction, it shall be Enbridge's responsibility to disprove the Landowner's claim that additional land leveling is warranted.

9. Backfill Profile and Trench Crowning

- A. In all agricultural land areas, trench crowning shall occur during the trench backfilling operation using subsoil materials over the trench to allow for trench settling, to be followed by topsoil replacement. Due to the increased elevation of the crown compared to the rest of the right-of-way, surface drainage across the trench may be hindered until the crown has settled completely.
- B. Surface drainage should not be permanently blocked or hindered in any way. If excess spoil is encountered, it will be removed offsite to prevent ridging. Adding additional spoil to the crown over the trench in excess of that required for settlement will not be permitted. In areas where minor trench settling occurs after topsoil spreading, land leveling or imported topsoil shall be used to fill each depression. In areas where major trench settling occurs after topsoil spreading, and land leveling cannot be utilized; imported topsoil shall be used to fill each depression of significant depth. Topsoil from the adjacent agricultural land outside of the right-of-way shall not be used to fill the depressions.

- C. In agricultural areas where the materials excavated during trenching are insufficient in quantity to meet backfill requirements, the soil of any agricultural land adjacent to the trench and construction zone shall not be used as either backfill or surface cover material. Under no circumstances shall any topsoil materials be used for pipe padding material or trench backfill. In situations where imported soil materials are employed for backfill on agricultural lands, such material shall be of similar texture and quality to the existing soils on site. Imported soils should be free from noxious weeds and other pests to the extent possible.

10. Prevention of Soil Erosion

- A. Enbridge will work with Landowners to prevent excessive erosion on right-of-way that has been disturbed by construction. Reasonable methods will be implemented to control erosion. This is not a requirement; however, if the land across which the pipeline is constructed is bare cropland that the Landowner intends to leave bare until the next crop is planted.
- B. If the Landowner and Enbridge cannot agree upon a reasonable method to control erosion on the Landowner's right-of-way, the recommendations of the appropriate county Soil and Water Conservation District (if available) shall be considered by Enbridge and the Landowner.

11. Repair of Damaged Soil Conservation Practices

All soil conservation practices (such as terraces, grassed waterways, etc.), which are damaged by the pipeline's construction, will be restored to their pre-construction condition.

12. Construction During Wet Weather

The Agricultural Inspector shall make a recommendation to Enbridge on whether construction should continue due to wet weather conditions. The following conditions will determine whether construction will be allowed to continue due to wet weather conditions. The Enbridge Chief Environmental Inspector and the Chief Inspector, in consultation with the Agricultural Inspector, will determine when construction should not proceed in a given area due to wet weather conditions.

- A. Wet weather restrictions will only apply to those areas necessary and may not require cessation of work in areas not affected by wet weather.
- B. Work will not be allowed in areas where rutting is mixing subsoil with topsoil, or potentially could result in mixing subsoil with topsoil, given existing soil conditions. The depth of the allowable rutting is dependent upon the depth of topsoil in a location.
- C. In areas where rutting is or potentially could result in topsoil/subsoil mixing, alternatives such as working equipment on board mats and/or timbers will be acceptable. Low ground weight equipment may also be acceptable to perform tasks otherwise performed by wheeled equipment, such as stringing trucks. Other alternatives to minimize rutting include use of flat bottom sleds pulled by low ground weight equipment, disking the right-of-way to increase evaporation and dewatering the area with portable pumps.

13. Damages to Private Property

- A. Enbridge will reasonably compensate Landowners for any construction-related damages caused by Enbridge that occur on or off of the established pipeline right-of-way.
- B. Compensation for damages to private property caused by Enbridge shall extend beyond the initial construction of the pipeline, to include those damages caused by Enbridge during future construction, operation, maintenance, and repairs relating to the pipeline.

14. Clearing of Trees and Brush from the Easement

- A. If trees are to be removed from the right-of-way, Enbridge will consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, Enbridge will allow the Landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing.
- C. Unless otherwise restricted by federal, state or local regulations, Enbridge will follow the Landowner's desires regarding the removal and disposal of trees, brush, and stumps of no value to the Landowner by burning, burial, etc., or complete removal from any affected property.

15. Interference with Irrigation Systems

- A. If the pipeline and/or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, Enbridge will establish with the Landowner an acceptable amount of time the irrigation system may be out of service.
- B. If, as a result of pipeline construction activities, an irrigation system interruption results in crop damages, either on the pipeline right-of-way or off the right-of-way, the Landowner will be reasonably compensated for all such crop damages.
- C. If it is feasible and mutually acceptable to Enbridge and the Landowner, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which the pipeline is also being constructed.

16. Ingress and Egress Routes

Prior to the pipeline's installation, Enbridge and the Landowner will reach a mutually acceptable agreement on the route that will be utilized for entering and leaving the pipeline right-of-way should access to the right-of-way not be practical or feasible from adjacent segments of the pipeline right-of-way or from public highway or railroad right-of-way.

17. Temporary Roads

- A. The location of temporary roads to be used for construction purposes will be negotiated with the Landowner.
- B. The temporary roads will be designed to not impede surface drainage and will be built to minimize soil erosion on or near the temporary roads.
- C. Upon abandonment, temporary roads may be left intact through mutual agreement of the Landowner and Enbridge unless otherwise restricted by federal, state, or local regulations.

- D. If the temporary roads are to be removed, the rights-of-way upon which the temporary roads are constructed will be returned to their previous use(s) and restored to equivalent condition(s) as existed prior to their construction. All temporary access roads that are removed shall be ripped to a depth of 18 inches. All ripping will be done consistent with Items 7.A. through 7.F.

18. Weed Control

- A. On any right-of-way over which Enbridge has jurisdiction as to its surface use, (i.e., valve sites, metering stations, compression stations, etc.), Enbridge will provide for weed control in a manner that prevents the spread of weeds onto adjacent lands used for agricultural purposes. Spraying will be done by a pesticide applicator who is appropriately licensed for doing such work in the State of Illinois.
- B. Enbridge will be responsible for reimbursing all reasonable costs incurred by owners of land adjacent to surface facilities when the Landowners must control weeds on their land which can be determined to have spread from land accommodating pipeline surface facilities, should Enbridge fail to do so after being given written notice and a 45-day opportunity to respond.

19. Pumping of Water from Open Trenches

- A. In the event it becomes necessary to pump water from open trenches, Enbridge will pump the water in a manner that will avoid damaging adjacent agricultural land, crops, and/or pasture. Such damages include, but are not limited to, inundation of crops for more than 24 hours, deposition of sediment in ditches and other water courses, and the deposition of subsoil sediment and gravel in fields and pastures.
- B. If it is impossible to avoid water-related damages as described in Item 19.A. above, Enbridge will reasonably compensate the Landowners for the damages or will correct the damages so as to restore the land, crops, pasture, water courses, etc. to their pre-construction condition.
- C. All pumping of water shall comply with existing drainage laws, local ordinances relating to such activities, and provisions of the Clean Water Act.

20. Above Ground Facilities

Locations for aboveground facilities shall be selected in a manner so as to be as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land adjacent to the facilities. First priority shall be made to locating aboveground facilities on right-of-way that is not used as cropland. If this is not feasible, such facilities shall be located so as to incur the least hindrance to the adjacent cropping operations (i.e., located in field corners or areas where at least one side is not used for cropping purposes).

21. Advance Notice of Access to Private Property

- A. Enbridge will provide the Landowner or Tenant with a minimum of 24 hours prior notice before accessing his/her property for the purpose of constructing the pipeline.
- B. Prior notice shall first consist of a personal contact or a telephone contact, whereby the Landowner or Tenant is informed of Enbridge's intent to access the land. If the Landowner or Tenant cannot be reached in person or by telephone, Enbridge will mail or hand deliver to the Landowner or Tenant's home a dated, written notice of

Enbridge's intent. The Landowner or Tenant need not acknowledge receipt of the written notice before Enbridge can enter the Landowner's property.

22. Reporting of Inferior Agricultural Impact Mitigation Work

No later than 45 days prior to the commencement of the pipeline construction across a Landowner's property, Enbridge will provide the Landowner with a toll-free number the Landowner can call to alert Enbridge should the Landowners observe inferior agricultural impact mitigation work which is being done or has been carried out on his/her property.

23. Indemnification

Enbridge will indemnify all owners and farm tenants of agricultural land upon which such pipeline is installed, their heirs, successors, legal representatives, assigns (collectively "Indemnitees"), from and against all claims by third parties losses incurred thereby, and reasonable expenses, resulting from or arising out of personal injury, death, injury to property, or other damages or liabilities of any sort related to the design, laying, maintenance, removal, repair, use or existence of such pipeline, whether heretofore or hereafter laid, including damages caused by such pipeline or any of its appurtenances and the leaking of its contents, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Indemnitees provided further that such Indemnitees shall tender any such claim as soon as possible upon receipt of notice thereof to Enbridge.

24. General Monitoring and Remediation

The Agreement establishes construction and restoration guidelines to limit adverse affects to agricultural resources and return the affected lands to the level of production that existed before pipeline construction. Post construction and restoration situations may occur as a result of the pipeline construction which require further restoration or corrective activities. These areas potentially requiring further restoration or corrective activities will be brought to Enbridge's attention through Landowner or Tenant contacts with Enbridge right-of-way staff, or as a result of Enbridge's monitoring of the pipeline right-of-way. The Landowner or Tenant are on the property during planting and harvest and would be able to identify issues during these periods. Enbridge's monitoring will consist of taking one aerial video of the right-of-way approximately midway through the growing season for the first three years after the initial restoration activities are complete. The videos will be reviewed by Enbridge and potential problem areas will be discussed with the appropriate Landowners.

Enbridge will work with Landowners or Tenants to understand and review the post construction issues identified. Post construction areas determined to require further remediation or corrective measure as a result of the pipeline construction will be addressed by Enbridge as required by the projects standard easement agreement language.

The standard easement agreement language for existing easements with multiple line rights is as follows:

"grantee agrees to pay any damages which may arise to crops, buildings, drain tile, fences, and timber, by reason of grantee's operations."

The standard easement agreement language for new easements is as follows:

The Grantee shall, at the time of construction pipeline, bury said pipeline at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation at the time of construction, and also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights granted in connection with the installation of the pipeline and the Grantees 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.

Enbridge and its qualified professionals, as outlined in the Agreement Introduction, shall develop, conduct, and pay for the additional remediation or corrective measures. In the event that the Landowner wishes to conduct additional remediation or corrective measures, or the remediation or corrective measures are more costly than the resulting damage, Enbridge shall work with the Landowner in good faith to fairly compensate the Landowner to complete the remediation or corrective measures or compensate the Landowner for the damages.

Concurrence of the Parties to this Agreement

The Illinois Department of Agriculture and Enbridge Energy, Limited Partnership (Enbridge) concur that this Agreement is the complete Agreement governing the mitigation of agricultural impacts that may result from the construction of the pipeline, within the State of Illinois, as proposed in Enbridge's application to the Illinois Commerce Commission (ICC) for a Certificate of Good Standing, (Docket No. 13-0134).

The effective date of this Agreement commences on the date of execution.

**State of Illinois
DEPARTMENT OF AGRICULTURE**



(signature)

Robert F. Flider, Director



(signature)

by Raymond J. Watson, General Counsel


State Fairgrounds
801 Sangamon Avenue
Springfield, IL 62702

**Enbridge Energy, Limited Partnership
By Enbridge Pipelines (Lakehead) L.L.C.,
As General Partner**



(signature)

Jim Crawford
Authorized Representative

Form 

1409 Hammond Avenue
Superior, WI 54880

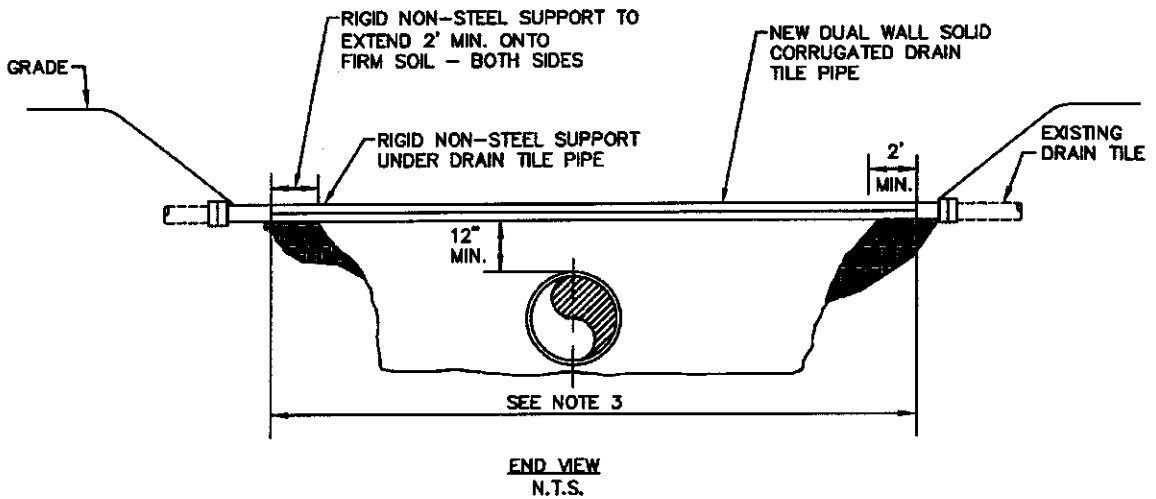
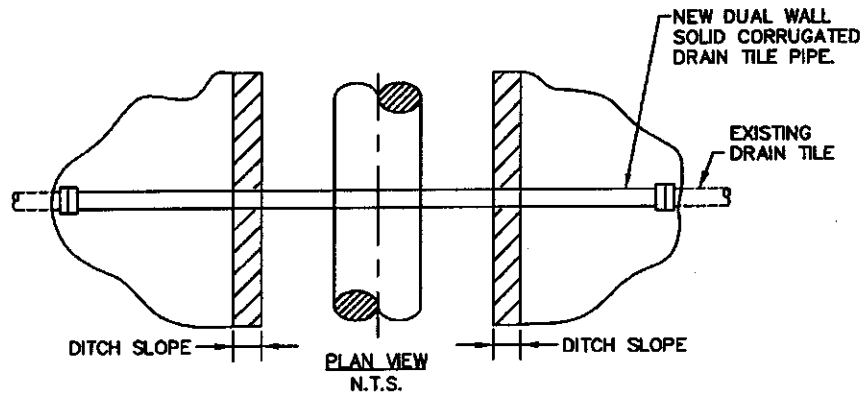
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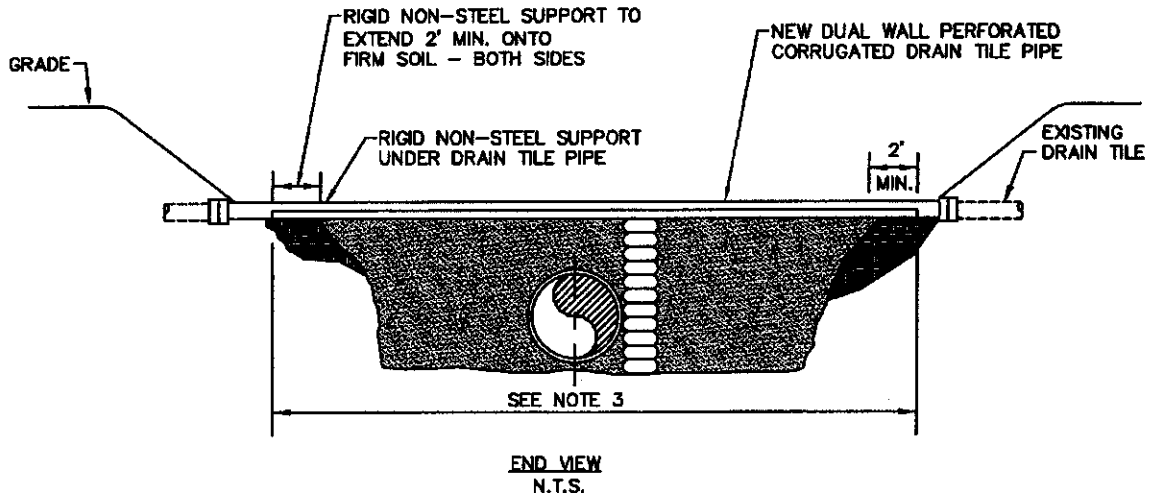
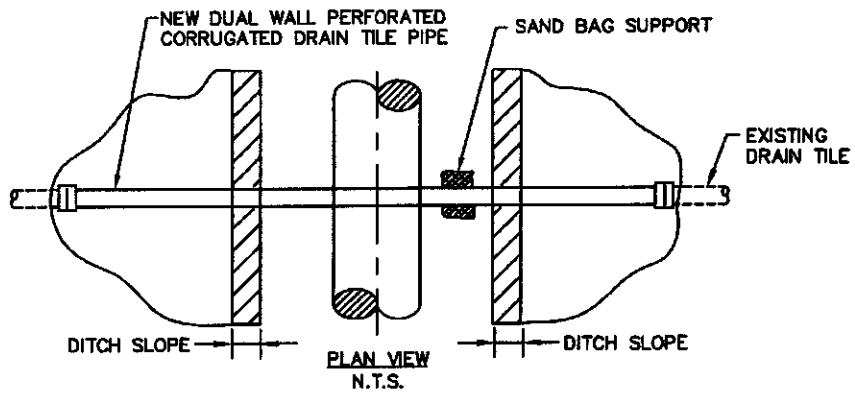


NOTES:

1. CONTRACTOR SHALL FURNISH ALL MATERIAL.
2. DRAIN TILE MATERIAL SHALL BE DUAL-WALL SOLID CORRUGATED PIPE.
3. INSTALL RIGID NON-STEEL SUPPORT UNDER DRAIN TILE PIPE FOR TEMPORY SUPPORT.

						ENBRIDGE	
						DRN. BY: SLS	DATE: 03/08/13
						CHK: DRR	
						PROJ. ENGR: -	
						PROJ. MGR:	
						CLIENT APP:	
A	ISSUED FOR REVIEW	SLS	03/08/13	DRR	-	SCALE	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	N.T.S.	DWG. NO. 80036-5400-007

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NOTES:

1. CONTRACTOR SHALL FURNISH ALL MATERIAL.
2. DRAIN TILE MATERIAL SHALL BE DUAL-WALL PERFORATED CORRUGATED PIPE.
3. SPAN LENGTH BETWEEN UNDISTURBED SOIL AND SAND BAG SUPPORTS SHALL NOT EXCEED 8' SPACING.
4. INSTALL RIGID NON-STEEL SUPPORT UNDER DRAIN TILE PIPE TO PREVENT SETTLING.

						ENBRIDGE			
						DRW. BY:	SLS	DATE:	03/08/13
						CHK:	DRR		
						PROJ. ENGR.	-		
						PROJ. MGR.			
						CLIENT APP.			
A	ISSUED FOR REVIEW	SLS	03/08/13	DRR	-	SCALE		DRWG. NO.	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	N.T.S.		80036-5400-008	