

Appendix C

Draft Agricultural Mitigation Plan



Gas Pipeline Routing Permit Application
Greater Minnesota Transmission, Inc
July 20, 2006

AGRICULTURAL IMPACT MITIGATION PLAN

Cannon Falls Natural Gas Pipeline Project Greater Minnesota Transmission, LLC



July 2006

Greater Minnesota Transmission, LLC – Cannon Falls Natural Gas Pipeline Project

AGRICULTURAL IMPACT MITIGATION PLAN

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AGRICULTURAL IMPACT MITIGATION PLAN

Purpose and Applicability

This Agricultural Impact Mitigation Plan (AIMP) was developed in consultation with the Minnesota Department of Agriculture (MDA) as part of a Greater Minnesota Transmission, LLC (GMT) application for a Routing Permit submitted to the Minnesota Public Utilities Commission (PUC). GMT provided this AIMP as part of its application for a Routing Permit to allow for review and comment by agencies (including MDA), local authorities, Landowners, Tenants and other stakeholders. The overall objective of the AIMP is to identify measures that GMT will implement to avoid, mitigate, or provide compensation for, negative agricultural impacts that may result from Pipeline construction. During the Routing Permit process, GMT will continue to consult with MDA regarding provisions of this AIMP. Once finalized, this AIMP will be incorporated into construction specifications and will provide a basis for construction of the Pipeline on Agricultural Land. In the event of a conflict between GMT's Routing Permit application and the AIMP, the provisions of the AIMP will prevail.

The below prescribed construction standards and policies only apply to construction activities occurring partially or wholly on privately owned Agricultural Land. The measures do not apply to construction activities occurring entirely on public rights-of-way, railroad rights-of-way, publicly owned land, or private land that is not Agricultural Land. GMT will, however, adhere to the same construction standards relating to the repair of agricultural Tile (Item No. 3 in the AIMP) when Tiles are encountered on public highway rights-of-way, railroad rights-of-way, or publicly or privately owned land.

Unless the Easement or other agreement, regardless of nature, between GMT and the Landowner or Tenant specifically provides to the contrary, the mitigation actions specified in the construction standards and policies set forth in this AIMP will be implemented in accordance with the conditions listed below:

General Provisions

All mitigation actions are subject to change by Landowners or Tenants, provided such changes are negotiated in advance of construction and acceptable to GMT.

Unless otherwise specified, GMT will retain qualified contractors to execute mitigation actions; however, GMT may negotiate with Landowners or Tenants to carry out the mitigation actions that Landowners or Tenants wish to perform themselves.

Mitigation actions employed by GMT pursuant to this AIMP, unless otherwise specified in this AIMP or in an Easement or other agreement negotiated with an individual Landowner or Tenant will be implemented within 45 days following completion of Final Clean-up on an affected



property, weather permitting or unless otherwise delayed at the request of the Landowner or Tenant. Temporary repairs will be made by GMT during construction as needed to minimize the risk of additional property damage or interference with the Landowner's or Tenant's access to or use of the property that may result from an extended time period to implement mitigation actions.

Except as otherwise provided in this AIMP, or unless otherwise agreed to by Landowners or Tenants, mitigation actions pursuant to this AIMP will extend to associated future maintenance and repair activities by GMT to the extent that these actions are not inconsistent with GMT's operating policies and procedures.

GMT will implement the mitigation actions contained in this AIMP to the extent that they do not conflict with the requirements of any applicable federal and state rules and regulations and other permits and approvals that are obtained by GMT for the project or they are not determined to be unenforceable by reason of other requirements of federal and state permits issued for the project. To the extent a mitigation action required by this agreement is determined to be unenforceable in the future due to requirements of other federal or state permits issued for the project, GMT will so inform the MDA and work with them to develop a reasonable alternative mitigation action.

By no later than 45 days prior to the construction of the Pipeline, GMT will provide each Landowner and Tenant with a telephone number and address which can be used to contact GMT, both during and following the completion of construction, regarding the agricultural impact mitigation work which is performed on their property or other construction-related matter. If the contact information changes after the completion of construction, GMT will provide the Landowner and Tenant with updated contact information. GMT will respond to Landowner and Tenant telephone calls and correspondence within a reasonable time.

Certain provisions of this AIMP require GMT to consult and/or agree with the Landowner and Tenant of a property. GMT will engage in a good faith effort to secure the agreement of both Landowner and Tenant in such cases. In the event of a disagreement between Landowner and Tenant, GMT's obligation will be satisfied by securing the Landowner's written agreement, unless the Tenant has demonstrated in a court of competent jurisdiction that he or she has the superior legal rights in the matter at issue.

This AIMP is incorporated by reference into the Routing Permit issued by the PUC.

GMT will use good faith efforts to obtain an acknowledgement of completion from each Landowner and Tenant upon the completion of Final Clean-up on their respective property.

If any provision of this AIMP is held to be unenforceable, no other provision will be affected by that holding, and the remainder of the AIMP will be interpreted as if it did not contain the unenforceable provision.



Definitions

Agricultural Land – Land that is actively managed for cropland, hayland, or pasture, and land in government set-aside programs.

Agricultural Inspector = Full time on-site inspector retained by GMT to verify compliance With requirements of this AIMP during construction of the Pipeline. The Agricultural Inspector will have demonstrated experience with pipeline construction on Agricultural Land.

Agricultural Monitor – Full-time, on-site monitor retained and funded by GMT, but reporting directly to MDA and responsible for auditing GMT’s compliance with provisions of this AIMP.

GMT – Greater Minnesota Transmission, LLC, its successors and assignees.

Cropland – Land actively managed for growing row crops, small grains, or hay.

Easement – The agreement(s) and/or interest in privately owned Agricultural Land held by GMT by virtue of which it has the right to construct and operate the Pipeline together with such other rights and obligations as may be set forth in such agreement.

Final Clean-up - Pipeline construction activity that occurs after backfill and before restoration of fences and required reseeded. Final Clean-up activities include: replacing Topsoil, removal of construction debris, removal of excess rock, decompaction of soil as required, installation of permanent erosion control structures, and final grading.

Landowner – Person(s) holding legal title to Agricultural Land on the Pipeline route from whom GMT is seeking, or has obtained, a temporary or permanent Easement including any Person(s) authorized in writing by any such Person to make decisions regarding the mitigation or restoration of agricultural impacts to such Person’s property.

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

Person – An individual or entity, including any partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, unincorporated organization, or governmental entity (or any department, agency or political subdivision thereof).

Pipeline – The natural gas pipeline proposed by GMT (PUC Docket No. PL-6580/GP-06-931)



Planned Tile – Locations where the proposed installation of Tile is made known in writing to GMT by the Landowner or Tenant either: 1) within 60 days after the signing of an Easement; or 2) before the issuance of a Routing Permit to GMT by the PUC; whichever is sooner.

Right-of-Way – The Agricultural Land included in permanent and temporary Easements which GMT acquires for the purpose of constructing and operating the Pipeline.

Tenant – Any Person lawfully residing on or in possession of the land which makes up the “Right-of-Way” as defined in the AMP.

Tile - Artificial subsurface drainage system.

Topsoil - The uppermost horizon (layer) of the soil, typically with the darkest and highest content of organic matter and nutrients.

Mitigation Actions

1. Pipeline Depth of Cover

- A. Except for above-ground facilities, such as mainline block valves, and except as otherwise stated in this AIMP, the Pipeline will be buried with the following depths of cover on Agricultural Land:
1. The Pipeline will be constructed with the minimum depth of cover of four and one half (4 1/2) feet as required by Minn. Stat. §116I.06, Subd. 1.
 2. Where existing or Planned Tile are present, the Pipeline will be installed at a depth that will achieve at least a 1-foot separation between the Pipeline and overlying Tiles as described in 1 .C.
 3. Where the Pipeline is adjacent to (within 100 feet) an existing pipeline, the depth of cover will be the same as the adjacent pipeline, subject to approval by the Landowner.
- B. Notwithstanding paragraph A of Section 1, unless the Landowner or Tenant determines otherwise in writing, GMT will construct the Pipeline under existing nonabandoned Tile and Planned Tile within eight (8) feet of the surface. GMT may install the Pipeline over Tile buried deeper than eight (8) feet. The Landowner must provide plans for the proposed installation of Planned Tile drawn by a qualified professional with experience in the design and installation of Tile. In determining the proper depth of the Pipeline, GMT will accommodate the depth and grade needed for both existing and planned Tile to



function properly. GMT will not change the grade of existing Tile to accommodate the Pipeline without the Landowner's or Tenant's advance written consent.

- C. A minimum of 12 inches of separation will be maintained between the Pipeline and Tile unless the Landowner or Tenant agrees in writing to a lesser separation distance or other physical conditions exist which prevent the minimum distance of separation to be achieved and the Landowner is informed of the physical condition prior to the installation of the Pipeline over the Tile. If the Landowner or Tenant is unavailable, the Agricultural Monitor will be so informed.
- D. On lands subject to erosion, GMT will patrol the pipeline Right-of-Way with reasonable frequency to detect erosion of the topcover. GMT will not knowingly allow the amount of topcover to erode more than 12 inches from its original level. GMT will be responsible for maintaining the proper topcover under this section where erosion has occurred despite the Landowner's or Tenant's best effort to employ accepted conservation farming practices. However, GMT will not be responsible for a Landowner or Tenant removing cover either through the use of specialty landscaping methods or any other farming method that would cause the depth of cover to be altered or causing erosion to occur over the Pipeline through means other than accepted conservation farming practices.

2. Topsoil Stripping, Storage, and Replacement

- A. GMT will remove Topsoil from the Agricultural Land to be trenched for the Pipeline and for bore pits at road and ditch crossings. The depth of soil to be removed will be the actual depth of the Topsoil or to a specified maximum depth as defined in this AIMP. The maximum depth of Topsoil stripping will be 12 inches approximately. GMT will work with MDA to identify a suitable protocol for communicating the appropriate depth of Topsoil stripping to construction personnel. The Agricultural Inspector or the designated GMT inspector will observe Topsoil operations so that appropriate depths are removed. In areas of active Cropland, the Topsoil will be removed from the area to be excavated above the Pipeline. Subsoil material which is removed from the trench will be placed in a stockpile that is separate from stored topsoil.
- B. In backfilling the trench, stockpiled subsoil material will be placed back into the trench before replacing the Topsoil.
- C. The Topsoil will be replaced so that after settling occurs, the Topsoil's original depth and contour (with an allowance for settling) will be achieved. Topsoil



materials will not be used for destructive purposes such as padding the pipe. GMT may employ temporary, non-destructive uses of Topsoil such as creating access ramps at road crossings.

3. Repair of Damaged and Adversely Affected Tile

If Tile is damaged by the Pipeline installation or future construction, maintenance, or repair of the Pipeline, the Tile will be repaired in a manner that restores the Tile's operating condition at the point of repair. If Tiles on or adjacent to the Pipeline's construction area are adversely affected by the Pipeline, GMT will take such actions as are necessary to restore the functioning of the Tile, including the relocation, reconfiguration, and replacement of the existing Tile. The affected Landowner or Tenant may elect to negotiate a fair settlement with GMT for the Landowner or Tenant to undertake the responsibility for repair, relocation, reconfiguration, or replacement of the damaged Tile. In the event the Landowner or Tenant chooses to undertake the responsibility for repair, relocation, reconfiguration, or replacement of the damaged Tile, GMT will not be responsible for correcting Tile repairs after completion of the Pipeline (GMT is responsible for correcting Tile repairs after completion of the Pipeline, provided the repairs were made by GMT or its agents or designees.).

Where the damaged Tile is repaired by GMT, the following standards and policies will apply to the Tile repair:

- A. GMT will contact affected Landowners or Tenants for their knowledge of Tile locations prior to the Pipeline's installation. Tile that is damaged, cut, removed or otherwise discovered will be distinctly marked by placing a highly visible flag at the edge of the construction Right-of-Way directly opposite such Tiles. This marker will not be removed until the Tile has been permanently repaired and such repairs have been approved and accepted by the Landowner or Tenant or the Agricultural Monitor.
- B. Tiles will be repaired with materials of the same or better quality as that which was damaged.
- C. If water is flowing through a damaged Tile, temporary repairs will be promptly installed and maintained until such time that permanent repairs can be made.



- D. Where Tiles are damaged or severed by the Pipeline trench, repairs will be made according to the following standards:
1. Where Tiles are severed by the Pipeline trench, use of double-walled drain tile pipe, or its equivalent material, will be used to construct Tile repairs.
 2. Within the trench, 1 1/2 inch river gravel, 4 inch crushed stone, sandbags, or bags of concrete will be backfilled under Tiles, as needed to provide support to the Tiles and to prevent settling. Concrete blocks are also acceptable forms of support as are protective pads on the Pipeline
 3. The support member will be of sufficient strength to support loads expected from normal farming practices (*i.e.*, loads up to a 10-ton point load) on the surface directly above the repaired Tile.
 4. The support member will extend a minimum of 2 feet into previously undisturbed soil on both sides of the trench and will be installed in a manner that will prevent it from overturning. If the Tile repairs involve clay Tile, the support member will extend to the first Tile joint beyond the minimum 2 foot distance.
 5. There will be a minimum clearance as required by 1 .C.
 6. The grade of the Tile will not be changed.
- E. Before completing permanent Tile repairs, Tiles will be examined by suitable means on both sides of the trench for their entire length within the work area to check for Tile that might have been damaged by construction equipment. If Tiles are found to be damaged, they will be repaired so they operate as well after construction as before construction began.
- F. GMT will make reasonable efforts to complete Permanent Tile repairs within 14 days after Final Clean-up, taking into account weather and soil conditions.
- G. Following completion of the Final Clean-up, GMT will also be responsible for correcting Tile repairs that fail due to Pipeline construction, provided those repairs were made by GMT. GMT will be responsible for correcting and repairing Tile breaks, or other damages to Tile systems that occur on the Rights-of-Way to the extent that such breaks are the result of Pipeline construction. For the purpose of this paragraph, it is presumed that, during the first 5 years after construction, Tile breaks or other damages to Tile systems within the Rights-of-Way are the result of Pipeline construction unless GMT can demonstrate otherwise. GMT will not be responsible for Tile repairs which GMT has paid the Landowner or Tenant to perform.

4. Installation of Additional Tiles

GMT will be responsible for installing such additional Tile and other drainage measures as are necessary to properly drain wet areas on the Rights-of-Way caused by the construction and/or existence of the Pipeline. For the purpose of this paragraph, during the first 5 years after construction of the Pipeline, it is presumed that wet areas located in the Rights-of-Way are caused by the construction and/or existence of the Pipeline unless GMT can demonstrate that the construction and/or existence of the Pipeline is not the cause of the wet areas.

5. Rock Removal

The following conditions with respect to rock removal will apply on Agricultural Land:

- A. The Pipeline trench, or bore pits, or other excavations will not be backfilled with soil containing rocks of greater concentration or size than existed prior to the Pipeline's construction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, suitable precautions will be taken to minimize the potential for oversize rocks to become interspersed with the soil material that is placed back in the trench.
- C. Soil removed from the Pipeline trench, bore pits, or other excavations containing unacceptable rock concentrations or sizes (see 5.A. above) 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 or Tenant and GMT, and at GMT's expense. GMT may elect to remove excess rock from the soil and use the soil as backfill material.
- D. After completion of the compaction alleviation activities required in Section 7, below, GMT will remove rocks which are six (6) inches in diameter from the surface of disturbed soil on the entire construction area if the off-Right-of-Way areas do not contain rocks larger than 6 inches in diameter. Where rock removal is required, the amount of rock on the surface of the Right-of-Way after construction will be similar to that on adjacent off-Right-of-Way areas. Rocks 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 or Tenant and GMT, and at GMT's expense.



6. Removal of Construction Debris

Construction-related debris and material which is not an integral part of the Pipeline will be removed from the Landowner's property at GMT's cost. (Note: Such material to be removed would include litter generated by the construction crews.)

7. Compaction, Rutting, Fertilization, Liming, and Soil Restoration

- A. Compaction will be alleviated as needed on Cropland traversed by construction equipment. Cropland that has been compacted will be plowed using appropriate deep-tillage and draft equipment. Alleviation of compaction of the Topsoil will be performed during suitable weather conditions, and must not be performed when weather conditions have caused the soil to become so wet that activity to alleviate compaction would damage the future production capacity of the land as determined by the Agricultural Monitor. GMT will continue to work with MDA to evaluate the suitability of methods to alleviate soil compaction (e.g. incorporation of bedding manure).
- B. In the case of a claim for damages related to soil compaction, upon written request, GMT will retain a Professional Soil Scientist, who is also licensed by the State of Minnesota, or an appropriately qualified Minnesota licensed professional engineer to perform a soil survey for soil compaction using appropriate field equipment such as a soil penetrometer to investigate such claim. In addition, where there are row crops, samples will be taken in the middle of the row, but not in rows where the drive wheels of farm equipment normally travel. Copies of the results of the above-described survey will be provided to the Landowners and/or Tenants making such claim at GMT's expense within 45 days of completion of the soil survey.
- C. GMT will restore rutted land to as near as practical to its pre-construction condition.
- D. GMT will reasonably compensate Landowners and/or Tenants, as appropriate, for damages caused by GMT during Pipeline construction, including the cost of soil restoration.
- E. If there is a dispute between the Landowner and Tenant and GMT as to what areas need to be ripped or chiseled, the depth at which compacted areas should be ripped or chiseled, or the necessity or rates of lime, fertilizer, and organic material application, the Agricultural Monitor's opinion will be considered by GMT.



8. Land Leveling

Following the completion of the Pipeline construction, GMT will restore the area disturbed by construction to its original pre-construction elevation and contour. If uneven settling occurs or surface drainage problems develop, as a result of Pipeline construction, GMT will provide additional land leveling services, or compensation, within 45 days of receiving a Landowner's or Tenant's written notice, weather permitting.

9. Prevention of Soil Erosion

GMT will work with Landowners and Tenants to prevent excessive erosion on lands disturbed by construction.

10. Repair of Damaged Soil Conservation Practices

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.

11. Interference with Irrigation Systems

- A. If the Pipeline and/or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, GMT will establish with the Landowner or the Tenant, an acceptable amount of time the irrigation system may be out of service.
- B. If, as a result of Pipeline construction activities or future construction, maintenance, or repair of the Pipeline, an irrigation system interruption results in crop damages, either on the Right-of-Way or off the Right-of-Way, compensation of Landowners and/or Tenants, as appropriate, will be determined as described in section 18 of this AIMP.
- C. If it is feasible and mutually acceptable to GMT and the Landowner or the Tenant, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which the Pipeline is also being constructed.

12. Mitigation for Other Natural Resource Impacts

Unless otherwise required by a state or federal agency or other governmental body, GMT will not mitigate for impacts to other natural resources (wetlands, woodlands, etc.) utilizing Agricultural Land as mitigation lands. If Agricultural Land is used for woodland/wetland impact mitigation, GMT will attempt to negotiate a mitigation ratio not to exceed a 1:1 ratio.



13. Ingress and Egress

Prior to the Pipeline's installation, GMT and the Landowner and the Tenant will reach a mutually acceptable agreement on the means of entering and leaving the Right-of-Way should access to the Right-of-Way not be practical or feasible from adjacent segments of the Right-of-Way or from public highway or railroad right-of-way. Temporary access ramps may be constructed using locally obtained Topsoil as needed to facilitate the movement of equipment between public highways and the Right-of-Way.

14. Temporary Roads

- A. The location of temporary roads to be used for construction purposes will be negotiated with the Landowner or the Tenant.
- B. The temporary roads will be designed so as to not impede proper 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 the Tenant and GMT unless otherwise restricted by federal, state or local regulations.
- D. If the temporary roads are to be removed, the Agricultural Land upon which the temporary roads are constructed will be returned to its previous use and restored to equivalent condition as existed prior to their construction. Restoration techniques for temporary roads will be similar to those employed in restoring the Pipeline Right-of-Way, e.g. decompaction.

15. Weed Control

On land over which GMT has above-ground facilities (i.e., valve sites, pump stations, etc.), GMT will provide for weed control in a manner that does not allow for the spread of weeds onto adjacent Agricultural Land during operation of the Pipeline. Weed control spraying will be in accordance with State of Minnesota regulations.

16. Pumping of Water from Open Trenches

- A. In the event it becomes necessary to pump water from open trenches, GMT 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 and deposition of sediment in ditches and other water courses.
- B. If water-related damage during pumping of water from open trenches results in



a loss of yield, compensation of Landowners and/or Tenants, will be determined as described in section 18 of this AIMP.

- C. Standards for pumping of water will apply to the extent that they do not conflict with federal, state, and local regulations.

17. Construction in Wet Conditions

- A. Should the Agricultural Monitor determine that, due to wet conditions, continued construction activity would result in damage to the future production capacity of the land included in the construction area, the Agricultural Monitor may request GMT's Agricultural Inspector to temporarily halt the construction activity on that Landowner's property (not on the entire construction spread) until the Agricultural Monitor consults with supervisory personnel of GMT.
- B. If construction is continued over the Agricultural Monitor's objection, and damage results, unless GMT can demonstrate otherwise, the Landowner or Tenant may seek a determination of damages. Compensation for Landowners and/or Tenants, as appropriate, will be determined as described in section 18 of this AIMP.

18. Procedures for Determining Construction-Related Damages and Providing Compensation

- A. GMT will develop and put into place a procedure for the processing of anticipated Landowners' or Tenants' claims for construction-related damages. The procedure will be intended to standardize and minimize Landowner and Tenant concerns in the recovery of damages, to provide a degree of certainty and predictability for Landowners, Tenants and GMT, and to foster good relationships among GMT, Landowners and their Tenants over the long term.
- B. Negotiations between GMT and any affected Landowner or Tenant will be voluntary in nature and no party is obligated to follow any particular procedure or method for computing the amount of loss for which compensation is sought or paid. In the event a Landowner or a Tenant decide not to accept compensation offered by GMT, the compensation offered is only an offer to settle, and the offer shall not be introduced in any proceeding brought by the Landowner or a Tenant to establish the amount of damages GMT must pay. In the event that GMT and a Landowner Tenant are unable to reach an agreement on the amount of compensation, any such Landowner or Tenant may seek recourse through the court system of the State of Minnesota.



19. Advance Notice of Access to Private Property

- A. GMT will provide the Landowner and/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 will consist of a personal contact or a telephone contact, whereby the Landowner and the Tenant is informed of GMT's intent to access the land. If the Landowner and/or Tenant cannot be reached in person or by telephone, GMT will mail or hand-deliver to the Landowner and the Tenant's home a dated, written notice of GMT's intent. The Landowner and Tenant need not acknowledge receipt of the written notice before GMT can enter the Landowner's property.

20. Indemnification

For any Pipeline installation covered by this AIMP, GMT will indemnify the respective Landowners and Tenants, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, (including, but not limited to, crop loss, repairs to irrigation systems and Tile, real and personal property damages) costs, losses, and reasonable expenses resulting from or arising out of the construction of such Pipeline, including damage to such Pipeline or any of its appurtenances and the leaking of its contents, to the extent arising from the violation by GMT or its contractors of the construction standards required by this AIMP except where such claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners and Tenants, their contractors, heirs, successors, legal representatives, and assigns.

21. Excavation after Pipeline Installation

If, after Pipeline installation the Landowner or Tenant must make repairs to a Tile that lies within the Right-of-Way, or is to install new Planned Tile, GMT will, at its own expense:

- A. If the Pipeline is below the Tile, GMT will provide a person to be present when the excavation work is being performed but will not perform the excavation work.
- B. If the Pipeline is above the Tile, GMT will be responsible for reasonable extra costs incurred by the Landowner or Tenant to excavate and expose the Pipeline, as mutually agreeable to GMT and the Landowner or Tenant.



- C. The Landowner or Tenant will be responsible for contacting Gopher State One Call prior to any excavation near the Pipeline.

22. Role and Responsibilities of Agricultural Monitor

The Agricultural Monitor will be retained and funded by GMT, but will report directly to MDA. The primary function of the Agricultural Monitor will be to audit GMT's compliance with this AIMP. The Agricultural Monitor will not have the authority to direct construction activities and will work through GMT's Agricultural Inspector if compliance issues are identified. The Agricultural Monitor will have full access to Agricultural Land crossed by the GMT Project and will have the option of attending meetings where construction on Agricultural Land is discussed. Specific duties of the Agricultural Monitor will include but are not limited to the following:

1. Participate in preconstruction training activities sponsored by GMT.
2. Monitor construction and restoration activities on Agricultural Land for compliance with provisions of this AIMP.
3. Report instances of noncompliance to GMT's Agricultural Inspector.
4. Prepare regular compliance reports and submit to MDA.
5. Act as liaison between Landowners and Tenants and MDA.
6. Maintain a written log of communications from Landowners and/or Tenants regarding compliance with this AIMP and Easements. Report Landowner complaints to GMT's Agricultural Inspector or right-of-way representative.

23. Qualifications and Selection of Agricultural Monitor

The Agricultural Monitor will have a bachelor's degree in agronomy, soil science or equivalent work experience. In addition, the Agricultural Monitor will have demonstrated practical experience with pipeline construction and restoration on Agricultural Land. GMT will provide resumes of candidates that meet the qualifications listed above for review and final selection by MDA.



24. Role of the Agricultural Inspector

The Agricultural Inspector will:

1. Be full-time member of GMT's environmental inspection team.
2. Be responsible for verifying GMT's compliance with provisions of this AIMP during construction.
3. Work collaboratively with other GMT inspectors, right-of-way agents, and the Agricultural Monitor in achieving compliance with this AIMP.
4. Observe construction activities on Agricultural Land on a continual basis.
5. Have the authority to stop construction activities that are determined to be out of compliance with provisions of this AIMP.
6. Document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.
7. Provide construction personnel with training on provisions of this AIMP before construction begins.
8. Provide construction personnel with field training on specific topics such as protocols for soil stripping.

