PIPELINE ROUTING PERMIT

APPENDIX A

AGRICULTURAL MITIGATION PLAN

for

LSr PIPELINE PROJECT

PUC DOCKET NO.

PPL9/PPL-07-360

AGRICULTURAL MITIGATION PLAN

Enbridge Pipelines (Southern Lights) L.L.C.

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Enbridge

AGRICULTURAL MITIGATION PLAN

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Appendix to Agricultural Mitigation Plan: Mitigative Actions for Organic Agricultural Land

AGRICULTURAL MITIGATION PLAN

Purpose and Applicability

This Agricultural Mitigation Plan (AMP) was developed in consultation with the Minnesota Department of Agriculture (MDA) and in conjunction with Enbridge Pipelines (Southern Lights) L.L.C.'s (Enbridge's) application for a Routing Permit submitted to the Minnesota Public Utilities Commission (PUC). Enbridge provided this AMP 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 AMP is to identify measures that Enbridge will implement to avoid, mitigate, or provide compensation for, negative agricultural impacts that may result from Pipeline construction. During the Routing Permit process, Enbridge will continue to consult with MDA regarding provisions of this AMP. Once finalized, this AMP 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 Enbridge's Routing Permit application and the AMP, the provisions of the AMP 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.

Additionally, the Appendix to this AMP applies to Organic Agricultural Land defined as farms or portions thereof described in National Organic Program Rules, 7 CFR Parts 205.100, 205.101, and 205.202.

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

General Provisions

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

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

Mitigative actions employed by Enbridge pursuant to this AMP, unless otherwise specified in this AMP 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 Enbridge 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 mitigative actions.

Enbridge will implement the mitigative actions contained in this AMP 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 Enbridge 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 mitigative 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, Enbridge will so inform the MDA and work with them to develop a reasonable alternative mitigative action.

By no later than 45 days prior to the construction of the Pipeline, Enbridge will provide each Landowner 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 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, Enbridge will provide the Landowner and Tenant with updated contact information. Enbridge will respond to Landowner and Tenant telephone calls and correspondence within a reasonable time.

Certain provisions of this AMP require Enbridge to consult and/or agree with the Landowner and Tenant of a property. Enbridge 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, Enbridge'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.

Recognizing that pipeline construction is a dynamic process and that field conditions will be variable, there is a need for a management process to allow aspects of this AMP to be adjusted as needed during construction. This process is in addition to modifications negotiated with individual Landowners or Tenants described above. Changes to the routine or default construction methods described in the AMP will be authorized under a formal variance request involving representatives of Enbridge and the MDA (the Agricultural Inspector and Agricultural Monitor, respectively) as described in Section 25 (Managing change during Construction), below.

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

Enbridge 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 AMP is held to be unenforceable, no other provision will be affected by that holding, and the remainder of the AMP 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	=	On-site inspector retained by Enbridge to verify compliance with requirements of this AMP during construction of the Pipeline. The Agricultural Inspector will have demonstrated experience with pipeline construction on Agricultural Land.
Agricultural Monitor	=	On-site monitor retained and funded by Enbridge, but reporting directly to MDA and responsible for auditing Enbridge's compliance with provisions of this AMP.
Enbridge	=	Enbridge Pipelines (Southern Lights) L.L.C., 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 Enbridge 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 reseeding. 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 Enbridge 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 LSr petroleum pipeline proposed by Enbridge (PUC Docket No. pending)
Planned Tile	=	Locations where the proposed installation of Tile is made known in writing to Enbridge 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 Enbridge by the PUC; whichever is sooner.
Right-of-Way	=	The Agricultural Land included in permanent and temporary Easements which Enbridge possesses for the purpose of constructing and operating the Pipeline.
Tenant	=	Any Person, other than the Landowner, lawfully residing on or in possession or control of the land which makes up the "Right-of-Way" as defined in this AMP.
Tile	=	Artificial subsurface drainage system.
Topsoil	=	The uppermost horizon (layer) of the soil, typically with the darkest color and highest content of organic matter and nutrients.
Trench Crown	=	The placement of subsoil and topsoil in the trench to a finished elevation somewhat above the surrounding ground surface to account for post-construction settling of soil returned to the trench.

Mitigative Actions

1. Pipeline Depth of Cover

A. Except for above-ground facilities, such as mainline block valves, and except as otherwise stated in this AMP, 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 30 inches as required by USDOT regulations in 49 CFR Part 195. State law requires a minimum depth of cover of 54 inches unless waived by the landowner. In agricultural areas, landowners will be asked to waive the 54-inch minimum cover requirement, as was done during the 1994, 1998, and 2002 expansion projects.

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.

B. Notwithstanding paragraph A of Section 1, unless the Landowner or Tenant determines otherwise in writing, Enbridge will construct the Pipeline under existing nonabandoned Tile and Planned Tile within six (6) feet of the surface. Enbridge may install the Pipeline over Tile buried deeper than six (6) 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, Enbridge will accommodate the depth and grade needed for both existing and planned Tile to function properly. Enbridge 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, Enbridge will monitor the pipeline Right-of-Way with reasonable frequency to detect erosion of the topcover. Enbridge will not knowingly allow the amount of topcover to erode more than 12 inches from its original level. Enbridge 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, Enbridge 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. Enbridge 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 AMP. The maximum depth of Topsoil stripping will be 12 inches east of the Red River Valley and 18 inches (or as otherwise agreed to with MDA) within the Red River

Valley. For the purposes of this AMP, the Red River Valley includes the counties of Kittson, Marshall, Pennington, and Red Lake. The exact point of demarcation between these two methods will be mutually agreed upon with MDA prior to construction reaching that point. Enbridge 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 Enbridge inspector will observe Topsoil operations so that appropriate depths are removed.

1. In areas of active Cropland outside of the Red River Valley, the Topsoil will be removed from the area to be excavated above the Pipeline trench and the adjacent subsoil storage area.

2. On active Cropland within the Red River Valley, the Topsoil will be removed from only the area to be excavated above the Pipeline trench, except that the Agricultural Inspector, in consultation with the Agricultural Monitor, may approve Topsoil removal within the Right-of-Way but outside of the area to be excavated above the Pipeline trench where the Agricultural Inspector determines that such additional Topsoil removal is necessary for purposes of safety or would be more protective of the soil resource. Such instances include, but are not limited to:

   i) Where, because of hills or side slopes, a portion of the Right-of-Way must be leveled to provide a safe working area;

   ii) Where, because of soil conditions such as thin Topsoil, variably-wet or persistently-wet soils, eroded landscapes, or strongly calcareous Mollisols, removal of additional Topsoil would be more protective of the soil resource; or

   iii) Where land has been recently cultivated and loose soil and furrows exist such that excessive mixing of subsoil and Topsoil would be a likely result of subsoil storage on top of Topsoil (see item 2.B. below).

3. If the Agricultural Monitor objects to the determination of the Agricultural Inspector, the Agricultural Monitor will document the objection, provide such documentation to the MDA, and notify the Landowner and Tenant.

B. Subsoil material which is removed from the trench will be placed in a stockpile that is separate from stored Topsoil. On land where Topsoil will be removed from only the area to be excavated above the Pipeline

trench, and Topsoil will not removed from the subsoil storage area, it is permissible to place the stockpile of subsoil material on top of Topsoil.

C. In backfilling the trench, stockpiled subsoil material will be placed back into the trench before replacing the Topsoil.

D. 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. In situations where substantial settling of soil returned to the trench is expected, the contractor may grade subsoil and topsoil into a low mound ("Trench Crown") above the trench to account for expected post-construction settling.

E. Topsoil materials will not be used for destructive purposes such as padding the pipe. Enbridge 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 during installation 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 immediately adjacent to the Pipeline's construction area are adversely affected by the Pipeline installation, Enbridge will take such actions as are reasonably necessary to restore the functioning of the Tile, including the relocation, reconfiguration, or replacement of the existing Tile. The affected Landowner or Tenant may elect to negotiate a fair settlement with Enbridge 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, Enbridge will not be responsible for correcting Tile repairs after completion of the Pipeline installation (Enbridge is responsible for correcting Tile repairs after completion of the Pipeline, provided the repairs were made by Enbridge or its agents or designees.).

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

A. Enbridge 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, bags of concrete or poured 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. Enbridge 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, Enbridge will also be responsible for correcting Tile repairs that fail due to Pipeline

construction, provided those repairs were made by Enbridge. Enbridge 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. Enbridge will not be responsible for Tile repairs which Enbridge has paid the Landowner or Tenant to perform.

H. Any necessary modifications to the configuration of existing tile systems must be consistent with NRCS and Minnesota Wetland Conservation Act restrictions on wetland drainage.

4. Agricultural Drainage Ditches

Where the Pipeline route crosses agricultural drainage ditches that are operated by the Landowner, care will be taken to install the Pipeline at a depth that is sufficient to allow for ongoing maintenance of the ditch. After the Pipeline is installed the ditch will be restored to its pre-construction configuration with erosion controls as needed. Crossings of ditches that are operated and maintained by a public entity will be in accordance with applicable permits.

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 Enbridge, and at Enbridge’s expense. Enbridge 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, Enbridge will remove rocks which are greater than four (4) 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 4 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 Enbridge, and at Enbridge'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 Enbridge'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. Prior to trenching operations and in order to minimize soil compaction, Enbridge will, where practical, drive trucks used for transporting pipeline segments ("stringing trucks") along an alignment which corresponds closely to the Pipeline centerline.

B. 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. Enbridge will continue to work with MDA to evaluate the suitability of methods to alleviate soil compaction (e.g. incorporation of bedding manure).

C. In the case of a claim for damages related to soil compaction, upon written request, Enbridge 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 Enbridge's expense within 45 days of completion of the soil survey.

D. Enbridge will restore rutted land to as near as practical to its pre-construction condition.

E. Enbridge will compensate Landowners and/or Tenants, as appropriate, for damages caused by Enbridge during Pipeline construction, including the cost of soil restoration on the Right-of-Way.

F. If there is a dispute between the Landowner and Tenant and Enbridge 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 Enbridge.

8. Land Leveling

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

9. Prevention of Soil Erosion

Enbridge will work with Landowners and Tenants to prevent excessive erosion on lands disturbed by construction. Enbridge will implement reasonable methods as described in Enbridge's Environmental Mitigation Plan.

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 as best as practicable 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, Enbridge 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, 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 AMP.

C. If it is feasible and mutually acceptable to Enbridge 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, Enbridge 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, Enbridge will attempt to negotiate a mitigation ratio not to exceed a 1:1 ratio.

13. Ingress and Egress

Prior to the Pipeline's installation, Enbridge will identify 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 consistent with Enbridge's Easement rights. 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. Temporary roads to be used for construction purposes will be located by Enbridge to minimize impacts to the Landowner or the Tenant's current use of the Agricultural Land.

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 Enbridge 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 as best as practicable 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 Enbridge has above-ground facilities (i.e., valve sites, pump stations, etc.), Enbridge will provide for weed control to avoid 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, Enbridge will pump the water in a manner that will minimize 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 AMP.

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 Enbridge'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 Enbridge.

B. If construction is continued over the Agricultural Monitor's objection and damage results, 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 AMP.

18. Procedures for Determining Construction-Related Damages

A. Enbridge will negotiate in good faith with Landowners or Tenants who assert claims for construction-related damages. The procedure for resolution of these claims will be in accordance with the terms of the Easements.

B. Negotiations between Enbridge 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, except as otherwise specifically provided in the Easements. In the event a Landowner or a Tenant decide not to accept compensation offered by Enbridge, 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 Enbridge must pay. In the event that Enbridge and a Landowner or Tenant are unable to reach an agreement on the amount of compensation, any such Landowner or Tenant may seek further recourse as provided in the Easement.

19. Advance Notice of Access to Private Property

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

20. Indemnification

Indemnification obligations relating to the Pipeline installation covered by this AMP shall be determined in accordance with the terms of the Easements.

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, the Landowner or Tenant must obtain Enbridge’s approval of the proposed work plan prior to commencing any activities within the Right-of-Way. Enbridge may impose such requirements and limitations on the work as are necessary to protect the safety and integrity of Enbridge’s facilities. In connection with any such work, Enbridge will, at its own expense:

A. If the Pipeline is below the Tile, Enbridge 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, Enbridge will be responsible for reasonable extra costs incurred by the Landowner or Tenant to excavate and expose the Pipeline in accordance with Enbridge’s requirements for protection of the Pipeline.

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

with all necessary requirements imposed by Enbridge to protect the safety and integrity of Enbridge's facilities.

22. Role and Responsibilities of Agricultural Monitor

The Agricultural Monitor will be retained and funded by Enbridge, but will report directly to MDA. The primary function of the Agricultural Monitor will be to audit Enbridge's compliance with this AMP. The Agricultural Monitor will not have the authority to direct construction activities and will work through Enbridge's Agricultural Inspector if compliance issues are identified. The Agricultural Monitor will have full access to Agricultural Land crossed by the 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 Enbridge.

2. Monitor construction and restoration activities on Agricultural Land for compliance with provisions of this AMP.

3. Report instances of noncompliance to Enbridge's Agricultural Inspector.

4. Prepare regular compliance reports and submit to MDA.

5. Act as liaison between Landowners and Tenants and MDA. Serve as a resource to Landowners and Tenants to explain any proposed changes to this AMP during construction.

6. Maintain a written log of communications from Landowners and/or Tenants regarding compliance with this AMP. Report Landowner complaints to Enbridge'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. Enbridge 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 a full-time member of Enbridge's environmental inspection team.

2. Be responsible for verifying Enbridge's compliance with provisions of this AMP during construction.

3. Work collaboratively with other Enbridge inspectors, right-of-way agents, and the Agricultural Monitor in achieving compliance with this AMP.

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 AMP.

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 AMP before construction begins.

8. Provide construction personnel with field training on specific topics such as protocols for Topsoil stripping.

Appendix to Agricultural Mitigation Plan:
Mitigative Actions for Organic Agricultural Land

Introduction

This appendix identifies mitigation measures that apply specifically to farms that are Organic Certified or farms that are in active transition to become Organic Certified, and is intended to address the unique management and certification requirements of these operations. All protections provided in the Agricultural Mitigation Plan must also be provided to Organic Agricultural Land in addition to the provisions of this appendix.

The provisions of this appendix will apply to Organic Agricultural Land for which the Landowner or Tenant has provided to Enbridge a true, correct and current version of the Organic System Plan within 60 days after the signing of the Easement for such land or 60 days after the issuance of a Routing Permit to Enbridge by the PUC, whichever is sooner, or, in the event the Easement is signed later than 60 days after the issuance of the Routing Permit, the provisions of this appendix are applicable when the Organic System Plan is provided to Enbridge at the time of the signing of the Easement. In instances where Enbridge is in possession of the Easement prior to submitting its PUC application, the Landowner or Tenant must provide the Organic System Plan to Enbridge no later than 60 days after the issuance of the Routing Permit. Enbridge recognizes that Organic Agricultural Land is a unique feature of the landscape and will treat this land with the same level of care as other sensitive environmental features.

Definitions

Unless otherwise provided to the contrary in this Appendix, capitalized terms used in this Appendix shall have the meanings provided below and in the AMP. In the event of a conflict between this Appendix and the AMP with respect to definitions, the definition provided in this Appendix will prevail but only to the extent such conflicting terms are used in this Appendix. The definition provided for the defined words used herein shall apply to all forms of the words.

Apply	=	To intentionally or inadvertently spread or distribute any substance onto the exposed surface of the soil.
Certifying Agent	=	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.
Decertified or Decertification	=	Loss of Organic Certification.
Organic Agricultural Land	=	Farms or portions thereof described in 7 CFR Parts 205.100, 205.202, and 205.101.
Organic Buffer Zone	=	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.

Organic Certification

or Organic Certified	=	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.100 and 7CFR Part 205.101.
Organic System Plan	=	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.
Prohibited Substance	=	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205. 600 through 7 CFR Part 205.605 using the criteria provided in 7 USC 6517 and 7 USC 6518.

Organic System Plan

Enbridge recognizes the importance of the individualized Organic System Plan (OSP) to the Organic Certification process. Enbridge will work with the Landowner or Tenant, the Landowner or Tenant's Certifying Agent, and/or a mutually acceptable third-party Organic consultant to identify site-specific construction practices that will minimize the potential for Decertification as a result of construction activities. Possible practices may include, but are not limited to: equipment cleaning, use of drop cloths during welding and coating activities; removal and storage of Topsoil; planting a deep-rooted cover crop in lieu of mechanical decompaction; applications of composted manure or rock phosphate; preventing the introduction of disease vectors from tobacco use; restoration and replacement of beneficial bird and insect habitat; maintenance of organic buffer zones; use of organic seeds for any cover crop; or similar measures. Enbridge recognizes that Organic System Plans are proprietary in nature and will respect the need for confidentiality.

Prohibited Substances

Enbridge will avoid the Application of Prohibited Substances onto Organic Agricultural Land. No herbicides, pesticides, fertilizers or seed will be applied unless requested and approved by the Landowner. Likewise, no refueling, fuel or lubricant storage or routine equipment maintenance will be allowed on Organic Agricultural Land. Equipment will be checked prior to entry to make sure that fuel, hydraulic and lubrication systems are in good working order before working on Organic Agricultural Land. If Prohibited Substances are used on land adjacent to Organic Agricultural Land, these substances will be used in such a way as to prevent them from entering Organic Agricultural Land.

Soil Handling

Topsoil and subsoil layers that are removed during construction on Organic Agricultural Land will be stored separately and replaced in the proper sequence after the Pipeline is installed. Unless otherwise specified in the site-specific plan described above, Enbridge will not use this soil for other purposes, including creating access ramps at road crossings. No Topsoil or subsoil (other than incidental amounts) may be removed from Organic Agricultural Land. Likewise, Organic Agricultural Land will not be used for storage of soil from non-Organic Agricultural Land.

Erosion Control

On Organic Agricultural Land, Enbridge will, to the extent feasible, implement erosion control methods consistent with the Landowner or Tenant's Organic System Plan. On land adjacent to Organic Agricultural Land, Enbridge's erosion control procedures will be designed so that sediment from adjacent non-Organic Agricultural Land will not flow along the right-of-way and be deposited on Organic Agricultural Land. Treated lumber, non-organic hay bales, non-approved metal fence posts, etc. will not be used in erosion control on Organic Agricultural Land.

Water in Trenches

During construction, Enbridge will leave an earthen plug in the trench at the boundary of Organic Agricultural Land to prevent trench water from adjacent land from flowing into the trench on Organic Agricultural Land. Likewise, Enbridge will not allow trench water from adjacent land to be pumped onto Organic Agricultural Land.

Weed Control

On Organic Agricultural Land, Enbridge will, to the extent feasible, implement weed control methods consistent with the Landowner or Tenant's Organic System Plan. Prohibited Substances will not be used in weed control on Organic Agricultural Land. In addition, Enbridge will not use Prohibited Substances in weed control on land adjacent to Organic Agricultural Land in such a way as to allow these materials to drift onto Organic Agricultural Land.

Mitigation of Natural Resource Impacts

Enbridge will not use Organic Agricultural Land for the purpose of required compensatory mitigation of impacts to natural resources such as wetlands or woodlands unless approved by the Landowner.

Monitoring

In addition to the responsibilities of the Agricultural Monitor described in the AMP, the following will apply:

- The Agricultural Monitor or a USDA-approved Organic Certifier retained by Enbridge will monitor construction and restoration activities on Organic Agricultural Land for compliance with the provisions of this appendix and will document activities that could result in Decertification.

- Instances of non-compliance will be documented according to Independent Organic Inspectors Association protocol consistent with the Landowner's OSP, and will be made available to the MDA, the Landowner, the Tenant, the Landowner's or Tenant's Certifying Agent, and to Enbridge.

If the Agricultural Monitor is responsible for monitoring activities on Organic Agricultural Land, he/she will be trained, at Enbridge's expense, in organic inspection, by the Independent Organic Inspectors Association, unless the Agricultural Monitor received such training during the previous three years.

Compensation for Construction Damages

The settlement of damages will be based on crop yield and/or crop quality determination and the need for additional restoration measures and will proceed in accordance with the terms of the Easement. Unless the Landowner or Tenant of Organic Agricultural Land and Company agree otherwise, at the Company's expense, a mutually agreed upon professional agronomist will make crop yield determinations, and the Minnesota Department of Agriculture Fruit and Vegetable Inspection Unit will make crop quality determinations. If the crop yield and/or crop quality determinations indicate the need for soil testing, the testing will be conducted by a commercial laboratory that is properly certified to conduct the necessary tests and is mutually agreeable to Enbridge and the Landowner or Tenant. Field work for soil testing will be conducted by a Professional Soil Scientist or Professional Engineer licensed by the State of Minnesota. Enbridge will be responsible for the cost of sampling, testing and additional restoration activities, if needed. Landowners or Tenants may elect to settle damages with Enbridge in advance of construction on a mutually acceptable basis or to settle after construction based on a mutually agreeable determination of actual damages.

Compensation for Damages Due to Decertification

Should any portion of Organic Agricultural Land be Decertified as a result of construction activities, the settlement of damages will be based on the difference between revenue generated from the land affected before Decertification and after Decertification so long as a good faith effort is made by the Landowner or Tenant to regain Certification.