

**ENBRIDGE™**  
**RECEIVED**

AUG 26 2009

August 25, 2009

Patrick Fahn  
Director-Compliance and Competitive Markets  
North Dakota Public Service Commission  
600 E. Boulevard  
Bismarck ND 58505-0480

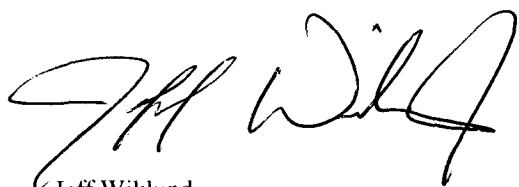
**PUBLIC SERVICE COMMISSION**

Dear Pat,

Enclosed you will find copies of two road crossing permits that were obtained for work in North Dakota. In addition to the two road crossing permits, Sally Joyce from our Houston office will be sending you a copy of the Presidential Permit. These represent the last permits relating to North Dakota.

Additionally, Paul Turner told me he spoke with you recently and that hard copies of the tree and woody vegetation counts would be shipped to you upon completion. One last item, based on our receipt of the Presidential permit late last Thursday, limited construction in North Dakota began last Friday with survey, noxious weed spraying and limited clearing. We will be providing you the first in a series of weekly reports by this Friday and each week thereafter until completion of the project. Based on my review of our action items from our Preconstruction Meeting, and other than items that are either ongoing or required at the end of the project, I believe we have complied with and provided you the required information based on the ND PSC Order.

I appreciate your help and partnership in this project and please call me if you have any questions or I can be of further assistance.



Jeff Wiklund  
Senior Compliance Specialist  
Engineering & Construction (US)  
Major Projects



LOCATION NO. \_\_\_\_\_ (FOR STATEUSE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____		

LOCATION NO. \_\_\_\_\_ (FOR STATEUSE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

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Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
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Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
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Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
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Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
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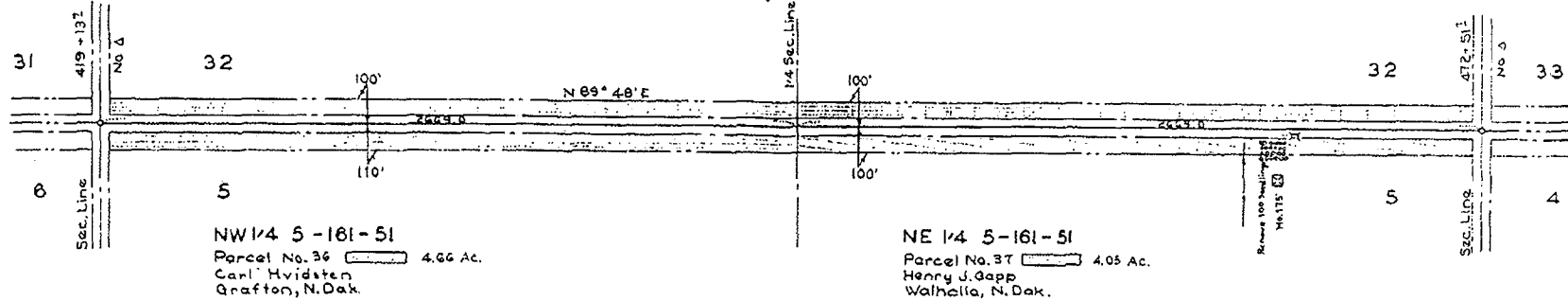
Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
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<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____		

**INTERSTATE HIGHWAYS** - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

PROJ. NO.	PARCEL	PLAT NO.
F114	34-37	9 OF 10

SW 1/4 32-162-51  
Parcel No. 34 4.05 Ac.  
Marie A. Morrison  
Cavaller, N. Dak.

SE 1/4 32-162-51  
Parcel No. 35 4.05 Ac.  
Glenn E. Morrison  
Cavaller, N. Dak.



NW 1/4 5-161-51  
Parcel No. 36 4.66 Ac.  
Carl Hvidsten  
Grafton, N. Dak.

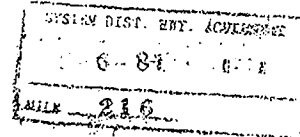
NE 1/4 5-161-51  
Parcel No. 37 4.05 Ac.  
Henry J. Gapp  
Walhalla, N. Dak.

Parcel No. 34  
The south 100 ft. of the SW 1/4 of Sec. 32 Twp. 162 N., Rge. 51 W., 5th P.M. excepting all that portion lying within 33 feet of the section lines.  
Tract contains 4.05 acres, more or less, and is shown on plat as shaded area.

Parcel No. 35  
The north 100 ft. of the NE 1/4 of Sec. 5 Twp. 161 N., Rge. 51 W., P.M. excepting all that portion lying within 33 feet of the section lines.  
Tract contains 4.05 acres, more or less, and is shown on plat as shaded area.

Parcel No. 36  
The south 100 ft. of the SW 1/4 of Sec. 32 Twp. 162 N., Rge. 51 W., 5th P.M. excepting all that portion lying within 33 feet of the section lines.  
Tract contains 4.05 acres, more or less, and is shown on plat as shaded area.

Parcel No. 37  
The north 110 ft. of the NE 1/4 of Sec. 5 Twp. 161 N., Rge. 51 W., 5th P.M. excepting all that portion lying within 33 feet of the section lines.  
Tract contains 4.66 acres, more or less, and is shown on plat as shaded area.



NORTH DAKOTA  
STATE HIGHWAY DEPARTMENT

RIGHT OF WAY PLAT

PROJECT NO. F114 (2)

PEMBINA COUNTY

APPROVED: *George Teskey*  
RIGHT OF WAY ENGINEER

SCALE 1" = 400' DATE 10-20-49



MADE BY E.O. Liasman  
 CHECKED BY R.E. King  
 DATE 8-29-49  
 DATE 10-11-49  
 DRAWN BY G.T. R.K.  
 DATE 10-11-49  
 CHECKED BY M.B.  
 DATE 10-11-49  
 MADE BY M.B.  
 DATE 10-11-49

# Pembina County

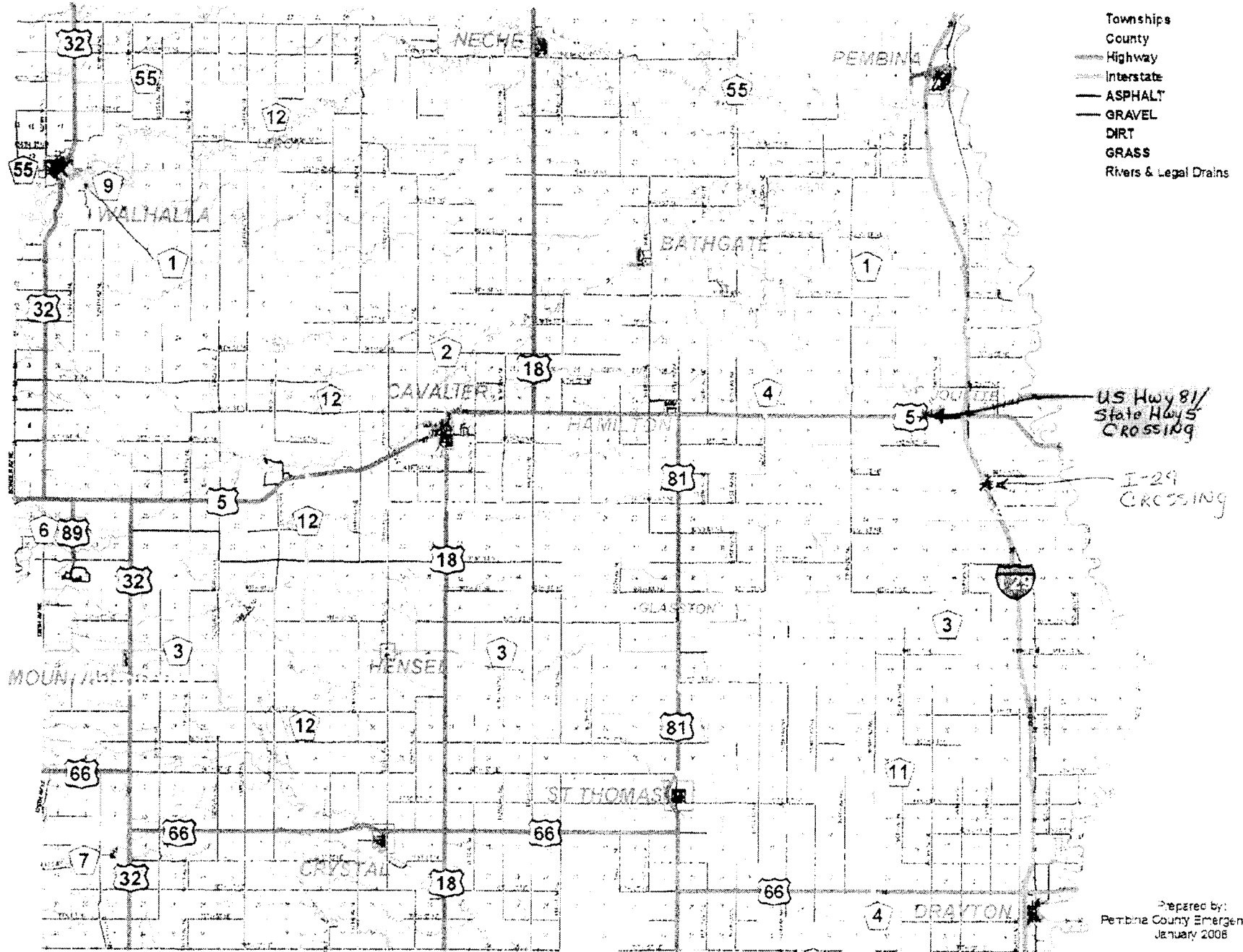
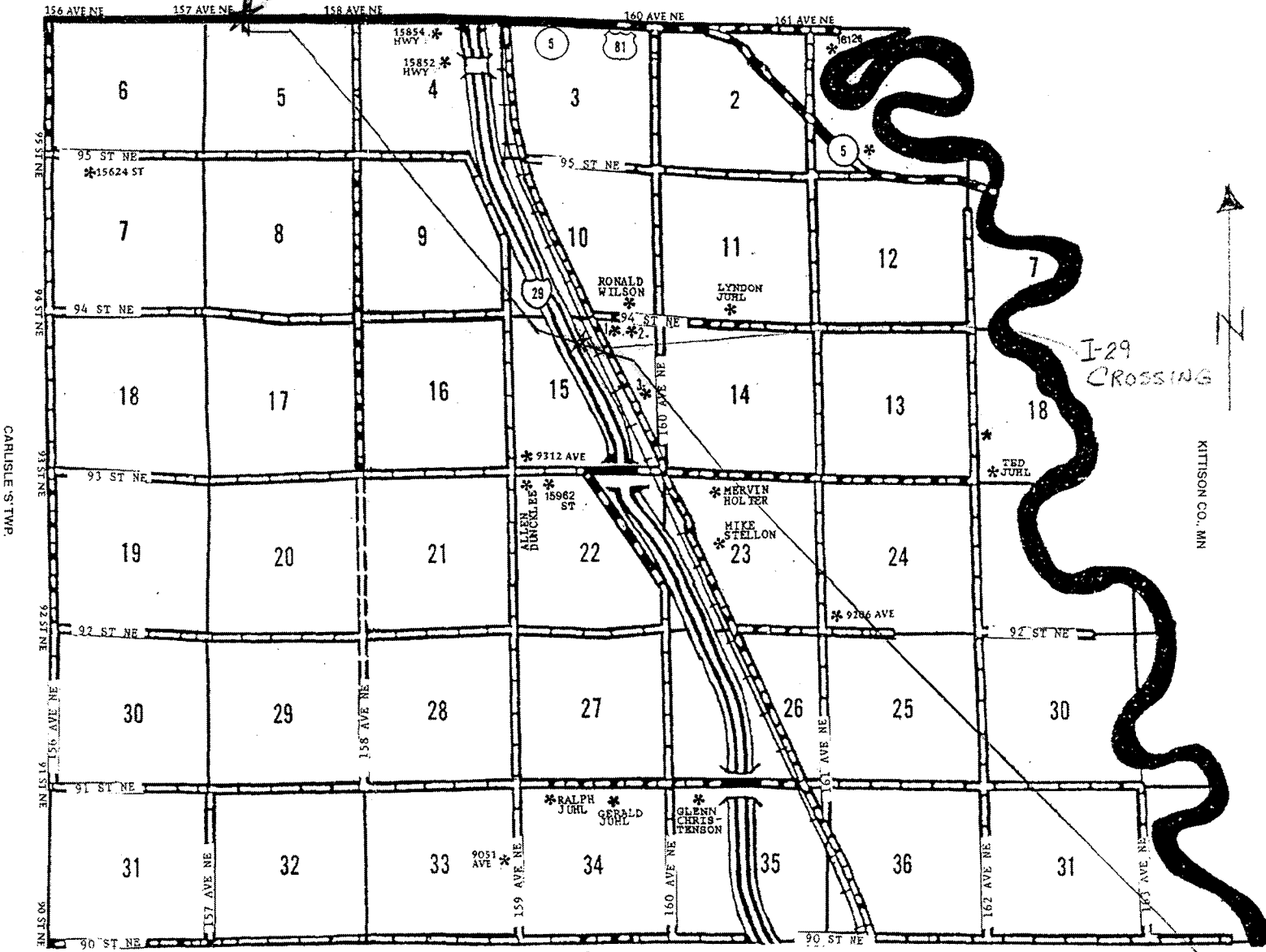


EXHIBIT "B"

US Hwy 81 / State Hwy 5 CROSSING

JOLIETTE 'N' TWP.



JOLIETTE 'S' DIRECTORY  
(Residents - Owners or Renters)

T-161-N

LINCOLN TWP.

R-50-51-W

## Risk Management Appendix

### Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person** and **\$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.



### CERTIFICATE OF INSURANCE

Certificate No.: 0001921

Dated: March 31, 2009

This is to certify that the policies of insurance listed herein have been issued to the insured named herein for the period of insurance indicated. Notwithstanding any requirement term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies listed herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This Certificate does not amend, extend or alter the coverage afforded by the policies described herein.

<b>Certificate Holder:</b> State of North Dakota North Dakota Department of Transportation P.O. Box 134077 Grand Forks, ND 58208-3077	<b>Named Insured and Address:</b> Enbridge Energy, Limited Partnership, Enbridge Energy Company, Inc., Enbridge Pipelines (Lakehead) L.L.C, Enbridge Employee Services, Inc. 1100 Louisiana, Suite 3300 Houston, Texas 77002-5217
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**This Certificate is issued regarding:** Road Crossing Permits

Type of Insurance	Insurer(s)	Policy Numbers	Effective/Expiry Date	Sums Insured or Limits of Liability
Wrap-Up Liability	AIG Commercial Insurance Company of Canada	5463973	August 18, 2008 to April 16, 2010	CDN \$2,000,000 Per Occurrence

**Additional Information:**

It is hereby agreed that the State of North Dakota and the North Dakota Department of Transportation are added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured.

The Certificate Holder is granted a Waiver of Subrogation.

**Notice of Cancellation:**

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will mail 30 days written notice to the certificate holder named herein

**IRIDIUM RISK SERVICES INC.**  
Suite 620 Stock Exchange Tower  
300 – 5<sup>th</sup> Avenue SW  
Calgary Alberta T2P 3C4  
Telephone: (403) 263-9654

**IRIDIUM RISK SERVICES INC.**

By: *[Signature]*

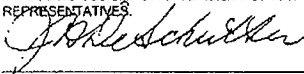
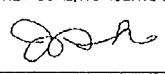
*[Faint stamp: RECEIVED, MARCH 31 2009, IRIDIUM RISK SERVICES INC.]*

<b>CERTIFICATE OF INSURANCE</b>		ISSUE DATE: April 29, 2009																		
PRODUCER (Umbrella & Wrap-Up) Jardine Lloyd Thompson Canada Inc. 400, 220 - 12 <sup>th</sup> Avenue S.W. Calgary, Alberta T2R 0E9	PRODUCER (CGL, US Auto & US WC) Jardine Lloyd Thompson Insurance Services Inc. 22 Century Hill Dr., Ste 102 Latham, NY 12110	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
INSURED ENBRIDGE EMPLOYEE SERVICES, INC., ENBRIDGE ENERGY COMPANY, INC., ENBRIDGE ENERGY, LIMITED PARTNERSHIP, ENBRIDGE PIPELINES (ILLINOIS) L.L.C., ENBRIDGE PIPELINES (LAKEHEAD) L.L.C., ENBRIDGE PIPELINES (SOUTHERN LIGHTS) L.L.C. 1100 Louisiana, Suite 3300 Houston, TX 77002		<table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>Insurer A</td> <td>Lexington Insurance Company</td> <td></td> </tr> <tr> <td>Insurer B</td> <td>American Guarantee &amp; Liability Insurance Co.</td> <td></td> </tr> <tr> <td>Insurer C</td> <td>Zurich American Insurance Company</td> <td></td> </tr> <tr> <td>Insurer D</td> <td>Aspen Insurance UK, Ltd.</td> <td></td> </tr> <tr> <td>Insurer E</td> <td>Associated Electric &amp; Gas Insurance Services (80%) AIG Commercial Insurance Company of Canada (20%)</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC #	Insurer A	Lexington Insurance Company		Insurer B	American Guarantee & Liability Insurance Co.		Insurer C	Zurich American Insurance Company		Insurer D	Aspen Insurance UK, Ltd.		Insurer E	Associated Electric & Gas Insurance Services (80%) AIG Commercial Insurance Company of Canada (20%)	
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Insurer A	Lexington Insurance Company																			
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Insurer E	Associated Electric & Gas Insurance Services (80%) AIG Commercial Insurance Company of Canada (20%)																			
Certificate No. US99																				

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	018192504	05/01/09	05/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$ \$ \$2,000,000 \$ \$2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Borrowed Autos	BAP9298853-08	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$2,000,000 \$ \$ \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$	
D	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BL0902797	05/01/09	05/01/10	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$	
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9377907-05	12/31/08	12/31/09	<input checked="" type="checkbox"/> WC STATUS/TORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT E.L. EACH DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
E	OTHER: Wrap-Up Liability (Southern Access Expansion/Extension)	Cover Note #ICF3366	12/04/06	12/31/09		\$2,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Re: Road Crossing Permits  
 It is hereby understood and agreed that State of North Dakota is added as Additional Insured(s) to the above-referenced Commercial General Liability policy but only with respect to liability arising out of the operations of the Named Insured.

<b>CERTIFICATE HOLDER</b> North Dakota, State of North Dakota Department of Transportation P.O. Box 13077 Grand Forks, North Dakota 58208-3077 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOUR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURE, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE (Canada)
	 AUTHORIZED REPRESENTATIVE (U.S.)

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**ATTACHED TO AND FORMING A PART OF CERTIFICATE OF INSURANCE ISSUED TO:**

Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured, excluding Workers' Compensation and Employers' Liability, but only insofar as required by signed written contract and only insofar as liability is assumed by the Insured under signed written contract.

Coverage provided to Additional Insured(s) shall not be deemed to include any contractual indemnifications, liabilities or indemnifications expressly assumed by said Additional Insured.

Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of Certificate Holder but only insofar as required by signed written contract and only insofar as liability is assumed by the Insured under signed written contract.

The policies certified hereon are primary only insofar as liability is assumed by the Insured under signed written contract and subject always to policy terms, conditions and exclusions.



**UTILITY OCCUPANCY APPLICATION AND PERMIT**

North Dakota Department of Transportation, Design Division  
SFN 7995 (Rev. 11-2008)

Document Number	(FOR STATE USE ONLY)	Permit Number <u>00411</u>
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**APPLICANT INFORMATION**

Owner of Facility <u>ENBRIDGE ENERGY, LIMITED PARTNERSHIP</u>	City <u>119 N. 25<sup>TH</sup> ST EAST SUPERIOR</u>	State <u>WI</u>	Zip Code <u>54880</u>
Mailing Address <u>Enbridge Energy - 1129 Industrial Park Drive SE</u>			Telephone Number <u>715-394-1420</u>
Owner's Agent <u>SHARON CULLITON</u>	City <u>Bemidji</u>	State <u>MN</u>	Zip Code <u>56601</u>
Owner's Contractor	City	State	Telephone Number

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. <u>I-29</u>	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 4
Direction <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin <u>790</u> feet from reference marker <u>MP 201</u>	
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____ feet from reference marker _____	
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____		

**TYPE OF FACILITY (Complete appropriate spaces only.)**

Description of Proposed Facility <u>36" Crude Oil Pipeline along existing Enbridge right-of-way</u>		
Size of Facility <u>36"</u>	Number of Cables	Length of Down Guys
Pipeline Pressure <u>1313 psig</u>	Size of Casing <u>N/A</u>	Length of Casing <u>N/A</u>
Location of Pole(s)	Location of Appurtenances	Location - Others

**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer,
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (E) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The installation shall be completed on or before December 31, 20 09

APRIL 7, 2009 DATE Sharon L. Culliton OWNER'S SIGNATURE Permit Agent

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof. Approved by NDDOT this 21 day of April, 20 09.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
Leslie W. Noehre  
DISTRICT ENGINEER (TYPE OR PRINT)  
[Signature]  
SIGNATURE

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

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Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____		

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____		

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____		

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
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LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. _____	<input type="checkbox"/> Along or <input type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin _____	feet from reference marker _____
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____	feet from reference marker _____
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from city of _____ or _____ miles from junction highway _____		

**INTERSTATE HIGHWAYS** - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

PROJ. NO.	PARCEL	PLAT NO.
1-29-5(2)182	46-48	18 OF 36

NE1/4 15-161-51  
Parcel No. 46 18.28 Ac.  
Albert L. Wilson  
Joliette, N. Dak.  
Parcel No. 46

S1/2 15-161-51  
Parcel No. 48 39.92 Ac.  
Vera E. Duncklee  
Bowesmont, N. Dak.

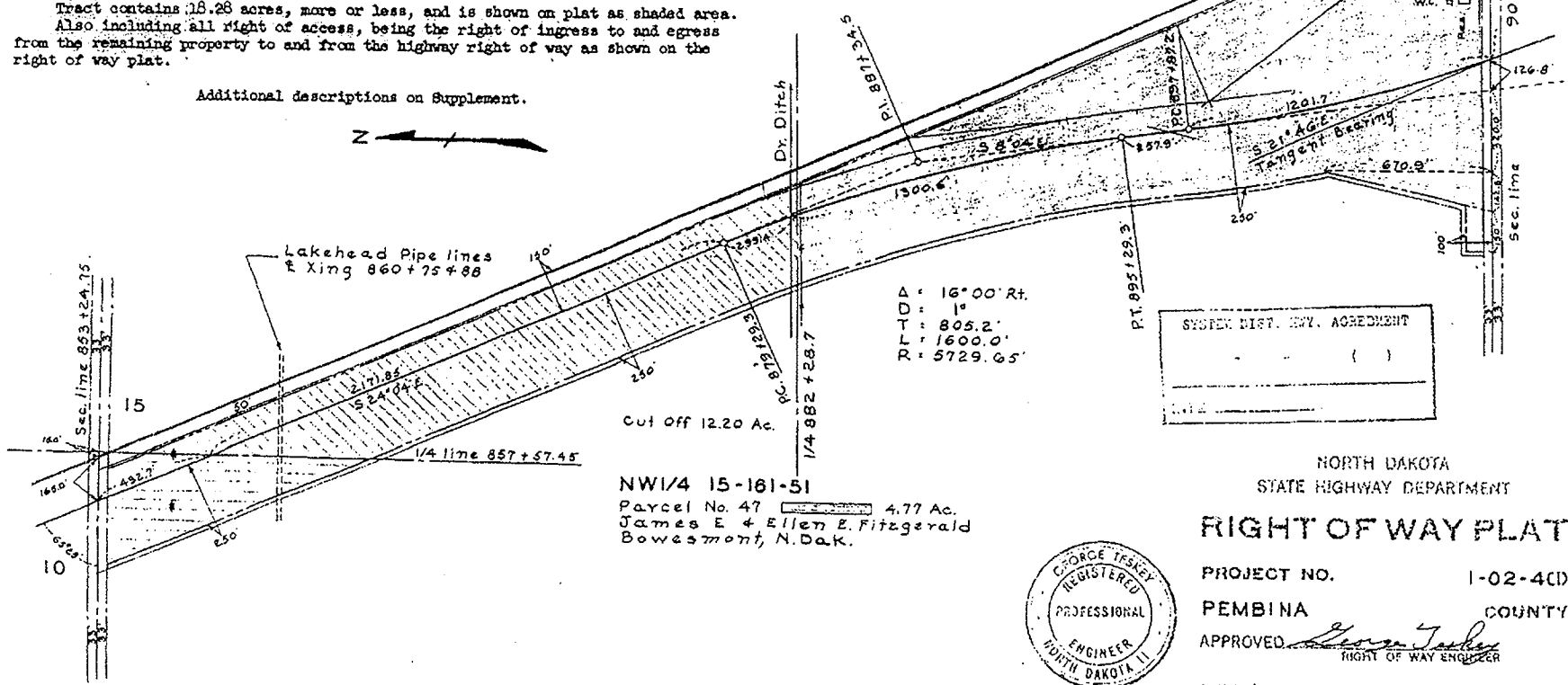
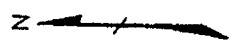
A : 32° 00' Lt.  
D : 1°  
T : 1643.0'  
L : 3200.0'  
R : 5729.65'

All that portion of the NE1/4 of Sec. 15, Twp. 161 N., Rgs. 51 W., 5th P.M., lying within a strip of land 250 ft. wide, located on the westerly side of and measured at right angles to the following described highway centerline as surveyed and staked:

Beginning at a point 160 ft. west and 432.7 ft. S 24° 04' E of the north 1/4 corner of said Section 15; thence running S 24° 04' E 2171.85 ft., thence along a 1° curve to the right 299.4 ft., more or less, until said strip crosses the south line of said NE1/4; also including all that portion of said NE1/4 lying easterly of the above described centerline and westerly of the Northern Pacific Railway right of way.

Tract contains 18.28 acres, more or less, and is shown on plat as shaded area. Also including all right of access, being the right of ingress to and egress from the remaining property to and from the highway right of way as shown on the right of way plat.

Additional descriptions on Supplement.



A : 16° 00' Rt.  
D : 1°  
T : 805.2'  
L : 1600.0'  
R : 5729.65'

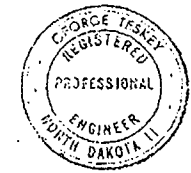
STAKE DIST. CONV. AGREEMENT  
( )

NW1/4 15-161-51  
Parcel No. 47 4.77 Ac.  
James E. & Ellen E. Fitzgerald  
Bowesmont, N. Dak.

NORTH DAKOTA  
STATE HIGHWAY DEPARTMENT

RIGHT OF WAY PLAT

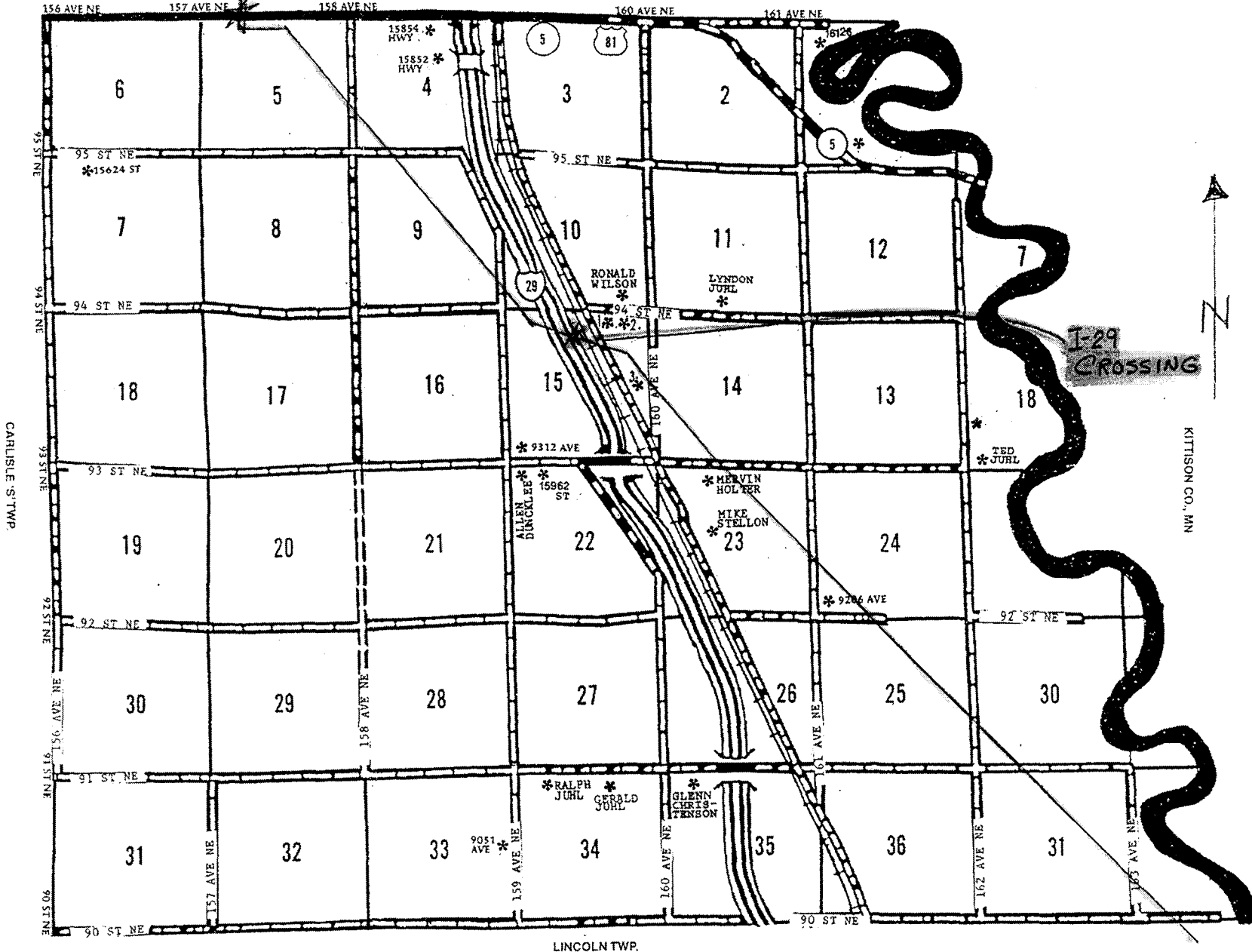
PROJECT NO. 1-02-4(C)  
PEMBINA COUNTY  
APPROVED: *George Teskey*  
RIGHT OF WAY ENGINEER



DATE 5-15-57 CHECKED BY J. M. Barthel  
DATE 2-21-57 MADE BY L. Fitzgery



US Hwy 81  
State Hwy 5 CROSSING  
JOLIETTE 'N' TWP.



**JOLIETTE 'S' DIRECTORY**  
(Residents - Owners or Renters)

T-161-N

R-50-51-W

### Suggested Utility Conditions

1. **NOTICE:** The Recipient must comply with ALL applicable Federal, State and Local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)
2. **INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:
3. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
4. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
5. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
6. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
7. Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. Open trenches and pits shall be barricaded if left unattended.
8. Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.
9. The diameter of the hole for bored or jacked installations shall not exceed by more than one (1) inch the outside diameter of the facility. Oversized bores, overbreaks, and unused holes shall be backfilled with grout.
10. Excavated material shall not be placed on the through-traffic lanes, shoulders, or inslopes of the highway. Any unused excavated material shall be removed from the right of way or deposited on the right of way at a location approved by the Department of Transportation.
11. The highway access control fence may be temporarily relocated during installation of said facility. The fence shall be replaced in its existing location and restored to its original condition or better.

12. Access for construction and maintenance of said facilities on highway right of way within the control of access lines shall be via: (a) a service road, (b) a nearby public road or street, or (c) a trail along the highway right of way which connects to a gate in the access control fence, or to a crossroad, from which entry may be made to the outer portion of the highway right of way.
13. Vehicles and other work equipment shall not use the through-traffic roadways or ramps of the highway for maintenance of said facilities located on or across highway right of way, except that in extreme emergencies involving danger to life or property, the through-traffic roadways and ramps may be used by utility vehicles and other work equipment to approach the facilities endangering life or property provided (a) that prior consent to do so is obtained from the Department of Transportation or the State Highway Patrol and (b) that the utility complies with requirements specified by the Department of Transportation or the State Highway Patrol for the safety and protection of highway users.
14. The Recipient shall obtain prior consent from the Department of Transportation before entering upon highway right of way for maintenance of said facilities and shall comply with conditions specified by the Department of Transportation for the safety and protection of highway users. Such consent shall be obtained from the District Engineer of the Department of Transportation at Grand Forks, North Dakota.

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15. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damages to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.

## Risk Management Appendix

### Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.



**CERTIFICATE OF INSURANCE**

Certificate No.: 0001921

Dated: March 31, 2009

This is to certify that the policies of insurance listed herein have been issued to the insured named herein for the period of insurance indicated. Notwithstanding any requirement term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies listed herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This Certificate does not amend, extend or alter the coverage afforded by the policies described herein.

<b>Certificate Holder:</b> State of North Dakota North Dakota Department of Transportation P.O. Box 134077 Grand Forks, ND 58208-3077	<b>Named Insured and Address:</b> Enbridge Energy, Limited Partnership, Enbridge Energy Company, Inc., Enbridge Pipelines (Lakehead) L.L.C, Enbridge Employee Services, Inc. 1100 Louisiana, Suite 3300 Houston, Texas 77002-5217
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**This Certificate is issued regarding:** Road Crossing Permits

Type of Insurance	Insurer(s)	Policy Numbers	Effective/Expiry Date	Sums Insured or Limits of Liability
Wrap-Up Liability	AIG Commercial Insurance Company of Canada	5463973	August 18, 2008 to April 16, 2010	CDN \$2,000,000 Per Occurrence

**Additional Information:**

It is hereby agreed that the State of North Dakota and the North Dakota Department of Transportation are added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured.

The Certificate Holder is granted a Waiver of Subrogation.

**Notice of Cancellation:**

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will mail 30 days written notice to the certificate holder named herein

**IRIDIUM RISK SERVICES INC.**  
Suite 620 Stock Exchange Tower  
300 – 5<sup>th</sup> Avenue SW  
Calgary Alberta T2P 3C4  
Telephone: (403) 263-9654

**IRIDIUM RISK SERVICES INC.**

By:

# CERTIFICATE OF INSURANCE

ISSUE DATE: April 29, 2009

**PRODUCER (Umbrella & Wrap-Up)**  
 Jardine Lloyd Thompson Canada Inc.  
 400, 220 - 12<sup>th</sup> Avenue S.W.  
 Calgary, Alberta T2R 0E9

**PRODUCER (CGL, US Auto & US WC)**  
 Jardine Lloyd Thompson Insurance Services Inc.  
 22 Century Hill Dr., Ste 102  
 Latham, NY 12110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 ENBRIDGE EMPLOYEE SERVICES, INC., ENBRIDGE ENERGY COMPANY, INC., ENBRIDGE ENERGY, LIMITED PARTNERSHIP, ENBRIDGE PIPELINES (ILLINOIS) L.L.C., ENBRIDGE PIPELINES (LAKEHEAD) L.L.C., ENBRIDGE PIPELINES (SOUTHERN LIGHTS) L.L.C.  
 1100 Louisiana, Suite 3300  
 Houston, TX 77002

INSURERS AFFORDING COVERAGE		NAIC #
Insurer A	Lexington Insurance Company	
Insurer B	American Guarantee & Liability Insurance Co.	
Insurer C	Zurich American Insurance Company	
Insurer D	Aspen Insurance UK, Ltd.	
Insurer E	Associated Electric & Gas Insurance Services (80%) AIG Commercial Insurance Company of Canada (20%)	

Certificate No. US99

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	018192504	05/01/09	05/01/10	EACH OCCURRENCE	\$2,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$2,000,000
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY	PRO-JECT	LOC			
B	AUTOMOBILE LIABILITY	BAP9298853-08	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> Borrowed Autos						
	GARAGE LIABILITY					
	ANY AUTO					
D	EXCESS/UMBRELLA LIABILITY	BL0902797	05/01/09	05/01/10	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					
<input type="checkbox"/> RETENTION	\$					
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC9377907-05	12/31/08	12/31/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETARY/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
E	OTHER: Wrap-Up Liability (Southern Access Expansion/Extension)	Cover Note #ICF3366	12/04/06	12/31/09		\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**Re: Road Crossing Permits**  
 It is hereby understood and agreed that **State of North Dakota** is added as Additional Insured(s) to the above-referenced Commercial General Liability policy but only with respect to liability arising out of the operations of the Named Insured.

**CERTIFICATE HOLDER**

North Dakota, State of  
 North Dakota Department of Transportation  
 P.O. Box 13077  
 Grand Forks, North Dakota 58208-3077  
 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOUR TO MAIL NI DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURE, ITS AGENTS OR REPRESENTATIVES.

*J. Schuller* AUTHORIZED REPRESENTATIVE (Canada)  
*JSA* AUTHORIZED REPRESENTATIVE (U.S.)

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



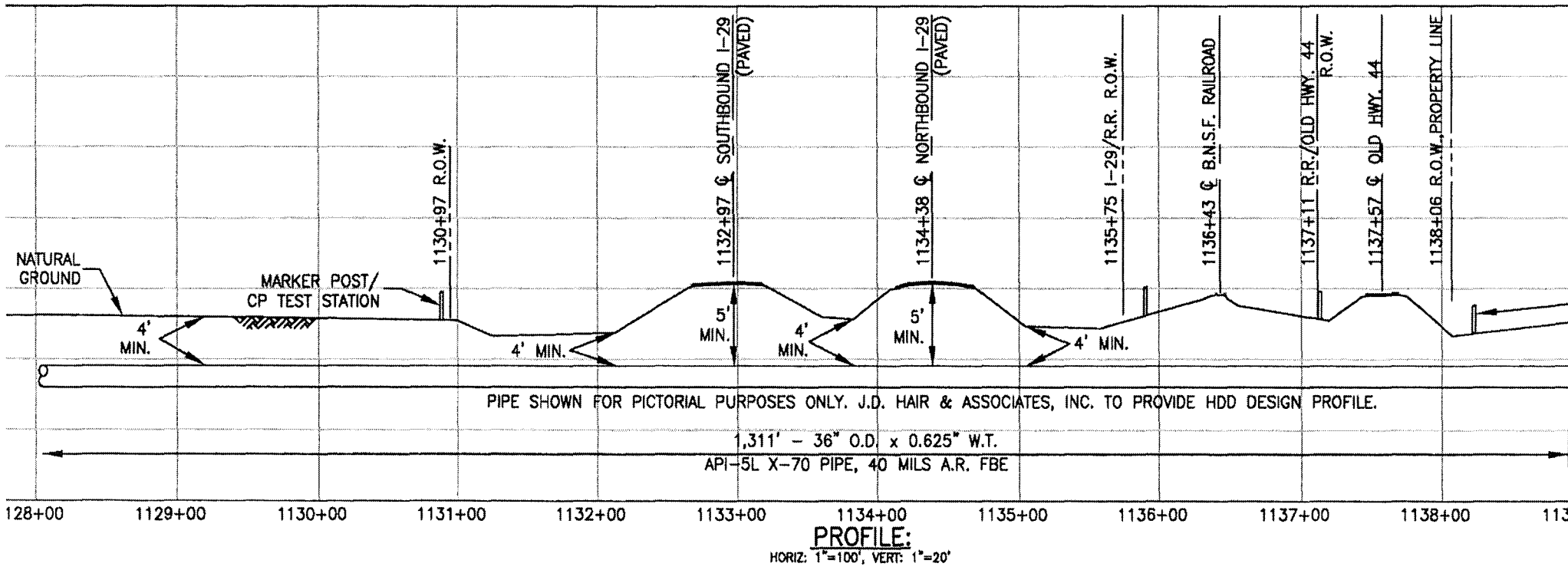
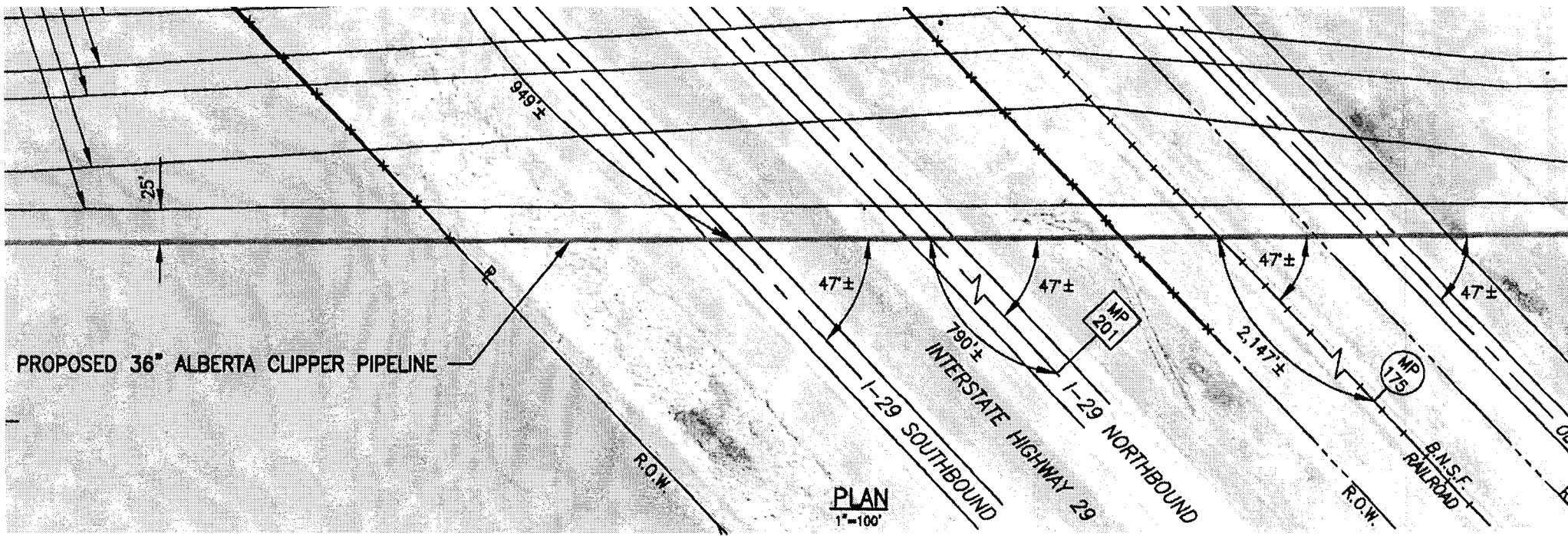
**ATTACHED TO AND FORMING A PART OF CERTIFICATE OF INSURANCE ISSUED TO:**

Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured, excluding Workers' Compensation and Employers' Liability, but only insofar as required by signed written contract and only insofar as liability is assumed by the Insured under signed written contract.

Coverage provided to Additional Insured(s) shall not be deemed to include any contractual indemnifications, liabilities or indemnifications expressly assumed by said Additional Insured.

Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of Certificate Holder but only insofar as required by signed written contract and only insofar as liability is assumed by the Insured under signed written contract.

The policies certified hereon are primary only insofar as liability is assumed by the Insured under signed written contract and subject always to policy terms, conditions and exclusions.



HORIZONTAL DIRECTIONAL DRILL (H.D.D.) IN ACCORDANCE WITH APPLICABLE ROAD, HIGHWAY AND MATERIAL AND TESTING REQUIREMENTS SHALL BE AS STATED ON THE ALIGNMENT SHEETS.

DATE:	
BY:	

**GULF INTERSTATE ENGINEERING**  
HOUSTON, TEXAS

DATE: \_\_\_\_\_