

Document Number

Easement Encroachment Agreement

LL# 363-09-2 & 3, 1-363-09-2 & 3

Name and Return Address

ANR Pipeline Company
Attn: Larry Huber
W3925 Pipeline Lane
Eden, WI 53019

EASEMENT ENCROACHMENT AGREEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Parcel Identification Number

}

THIS INDENTURE dated _____, 2014 between ANR Pipeline Company, a Delaware Corporation, with its principal office at 717 Texas Street, Houston, Texas, 77002, (hereinafter called Grantor), and the County of Dane, with a mailing address of c/o Dane County, Madison, Wisconsin 53713 (hereinafter called "Grantee").

WHEREAS Grantor, successor to Michigan Wisconsin Pipe Line Company, a Delaware corporation, owns and maintains a natural gas pipeline easement, over, under and across the lands described below within an easement being variable in width being a minimum of seventy-five (75') feet in width, with the maximum width being one hundred (100') feet in width extending twenty-five (25') feet easterly of Grantor's existing six (6") inch diameter (363) pipeline and the remaining variable with easement to be westerly of Grantor's existing six (6") inch diameter (363-09) pipeline in said strip, and also containing Grantor's ten (10") inch diameter (1-363-09) pipeline in said strip and recorded in the instruments listed below, and

<u>Type of Instrument(s)</u>	<u>Instrument Date</u>	<u>Volume/Page</u>	<u>County</u>	<u>State</u>
Right of Way Grant	06/06/1960	350/105, Doc. # 1004794	Dane	WI
Right of Way Grant	06/15/1960	350/337, Doc. # 1005472	Dane	WI
Right of Way Grant	06/26/1964	412/137, Doc. # 1106848	Dane	WI
Partial Rel. of Ease.	06/30/1964	412/142, Doc. # 1106849	Dane	WI

WHEREAS Grantee is the proposing to use the tract of land, or a portion thereof, described in the above cited instruments and being more fully identified as a part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 25, T7N, R10E and being situated in the City of Madison, Dane County, Wisconsin, and,

WHEREAS the Grantee and/or its successors, heirs and assigns are proposing in their plans sent by e-mail dated April 9, 2014 to install a heavy equipment gravel parking area to possibly be paved in the future within Grantor's easement along with any associated fill and grading work that encroaches upon and crosses Grantor's above described right of way and easement.

WHEREAS all rights granted hereunder to the Grantee shall be subject and subordinate to the paramount rights granted to Grantor by the above referenced agreements now and hereafter to occupy and use all or any portion or portions of Grantor's right of way and easement in its natural gas operations.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor grants unto Grantee, its successors and assigns, the approval to install a heavy equipment gravel parking area to possibly be paved in the future within Grantor's easement along with any associated fill and grading work into Grantor's right of way and easement as described above. Said approval is subject to and conditioned upon the following terms and conditions:

1. All work must comply with the plans received on April 9, 2014 which have been reviewed and approved by Grantor on April 14, 2014 and attached hereto as Exhibit "A". Any further changes to the design and/or construction must be pre-approved in advance by Grantor. Furthermore, Grantor must have a representative on site at all times when work is being performed over/near its pipelines and/or within its Right of Way and Easement.
2. Grantor requires that each contractor/subcontractor on this project submit DIGGERS HOTLINE tickets (811) for each different phase of the project that involves earth disturbance (grading, excavating, trenching, digging, etc.).
3. At least 72 hours prior to any work on or near Grantor's pipelines and/or within its Right of Way and Easement, Grantee must call Grantor's Mr. Eric Wille (608) 373-6941. He will have someone standby when work is occurring on or near the easement areas.
4. Please be advised that Grantor is now and will continue to utilize the land included within said easement for pipeline purposes and that in doing so, Grantor may at any time, or from time to time, enter upon said land, place and transport machinery and equipment thereon, and excavate trenches and ditches thereon; and in such event, Grantor, except for normal backfilling, will not restore the surface, including any improvements constructed pursuant to this approval.
5. Grantee agrees to either compensate Grantor for removal of this fill material if required for maintenance on Grantor's pipelines if required and/or to remove said fill material with Grantor's monitoring to allow Grantor to complete maintenance activities on these pipelines should it be required.
6. If heavy equipment crossing of Grantor's pipeline is required than earthen cover or wooden matting may be required over Grantor's pipeline at the crossing points as determined by Grantor's field personnel.
7. Grantor will not permit any trees to be planted within its Right of Way and Easement. Also, no shrubs reaching a mature height of greater than five (5) feet in height may be planted closer than ten (10) feet to the pipelines or between multiple pipelines.
8. Any authorized fill added within the easement area, must be clean of any debris, roots, stumps, rocks or concrete. Any fill imported from a location other than adjacent to the easement area, must be approved by Grantor prior to such import.
9. All underground utilities crossing Grantor's pipelines should be installed with at least 18 inches of separation from our pipelines. Utilities include sewers, drain lines, water pipes, gas pipes, underground electric or telephone cables, etc.
10. No structures, dwellings, trees, septic systems, leach fields, fire hydrants, valves, manholes, collection boxes, swimming pools, water impoundment or other obstructions may be erected or placed upon the Company's permanent right of way and easement area.
11. Grantee will be crossing Grantor's natural gas transmission pipelines. These pipelines are coated with a material to protect them from corrosion. The coating may contain asbestos. If Grantee's excavation results in exposing Grantor's pipeline and there is any damage to the coating, Grantee will be responsible for all costs, including any disposal costs, associated with the coating repair. If necessary, Grantee will also be required to halt work activity while the coating material is being analyzed. The coating repair, including the removal of the original material, will be performed by Grantor personnel or a qualified third party contractor selected by Grantor. All work will be done in accordance with Grantor's standards. During the course of the excavation work, Grantee will cooperate with Grantor to insure all federal, state and local environmental and safety regulations are followed.
12. All areas of Grantor's easement disturbed by Grantee's activities must be stabilized as soon as possible. The easement area shall be limed, fertilized seeded and mulched if necessary. Thereafter, and until re-vegetation has been established, any areas within the easement that show signs of erosion shall be immediately repaired.
13. All of Grantor's approval requirements herein must be followed. If these approval requirements cannot be met within a reasonable amount of time, then Grantor reserves the right to complete this project as it has impacted the Grantor's easement area and facilities. All reasonable costs incurred in completing the project shall be paid by the Grantee.
14. Compliance with these plans does not suggest or imply that Grantee or Grantee's contractors, consultants or any other associated party is relieved of any responsibility or liability in the event Grantor's pipeline or facilities are damaged in any way before, during or after the construction of the encroachment authorized herein. Grantor will hold all parties responsible for reasonable costs incurred for any breach of pipeline or facility integrity.
15. No work is permitted under the terms of this Encroachment Agreement until the Encroachment Agreement has been countersigned, dated and returned to Grantor at: ANR Pipeline Company, Attn: Land Management, W3925 Pipeline Lane, Eden, WI 53019.

Grantee, its successors and assigns, hereby assumes all risk of loss, damage or injury to persons or property occasioned by Grantee's negligence. Grantee, its successors and assigns expressly agrees to indemnify, defend (including any and all attorney's fees incurred by Grantor), and save harmless Grantor, its officers, contractors, agents and employees from and against any and all such loss, damage or injury.

EXCEPT as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Grantor is not assigning or releasing any rights whatsoever and specifically retains all rights it has been previously granted.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR

ANR PIPELINE COMPANY

Alexander C. Osborne, Manager, Land Management
And As Agent and Attorney-in-Fact

WITNESS:

GRANTEE

County of Dane

By: Scott McDonell

Dane County Clerk

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

On this ____ day of _____, 2014 before me, the subscriber, Alexander C. Osborne, Manager, Land Management and as Agent and Attorney-in-Fact for ANR Pipeline Company personally appeared and to me known to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Notary Public
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN §
 §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

On this ____ day of _____, 2014 before me, the subscriber, Scott McDonell, the County Clerk, for the County of Dane personally appeared and to me known to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Notary Public
My Commission Expires: _____

This instrument prepared by
Lawrence Huber
717 Texas Street
Houston, TX 77002

Place cross reference on margin of instruments recorded in: Volume 350, Page 105, Document # 1004794, Volume 350, Page 337, Document 1005472, Volume 412, Page 137, Document 1106848, Volume 412, Page 142, Document 1106849, recorded in Dane County Register's office

Exhibit "A"



April 14, 2014

The crossing application submitted by Dane County Landfill has been reviewed. Dane County Landfill plans to construct an equipment parking area by adding gravel fill in Dane County, Wisconsin.

Work within the TransCanada right-of-way will be performed in accordance with TransCanada procedures to protect the safety of TransCanada facilities. The following guidelines, although not inclusive, are provided in order to accommodate your request and protect our pipelines and facilities:

1. No ground disturbance shall be made within TransCanada' right of way or within 25 ft., measured at right angles, of our pipeline(s) except in the presence of our company representative.
2. Notice of at least seventy-two (72) hours in advance of construction must be provided. Dane County Landfill must contact the following TransCanada field representatives:

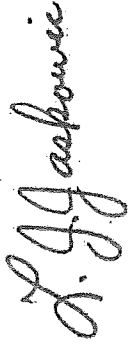
Name: Ike Wille Cell: (920) 375-0485

TransCanada will arrange for a representative to be on site when work is occurring on or near the Right of Way area, or within 25' of the pipelines. After hours call 1-800-447-8066.

3. In the event of equipment crossings outside of existing road right of way or wherever our technician determines that inadequate cover exists, the contractor shall install and maintain temporary crossings of TransCanada' pipeline(s) at location(s) specified by TransCanada and that are/is perpendicular to TransCanada' pipeline(s). A minimum of five (5) feet of total cover over TransCanada' pipeline(s) is required. If fill is required to obtain the minimum cover, a suitable material (preferably a bank run gravel material, or a combination of wooden mats and bank run gravel, or a TransCanada approved "Portable Land Bridge") will be placed on the existing surface of the ground over the pipeline(s) from a point fifteen (15) feet ahead of the pipeline crossing to a point fifteen (15) feet beyond the pipeline crossing. The crossing area should be a minimum of twenty (20) feet wide so as to adequately bear the crossing weights of the heavy equipment. All vehicular traffic will cross TransCanada' pipeline(s) at these designated locations only.

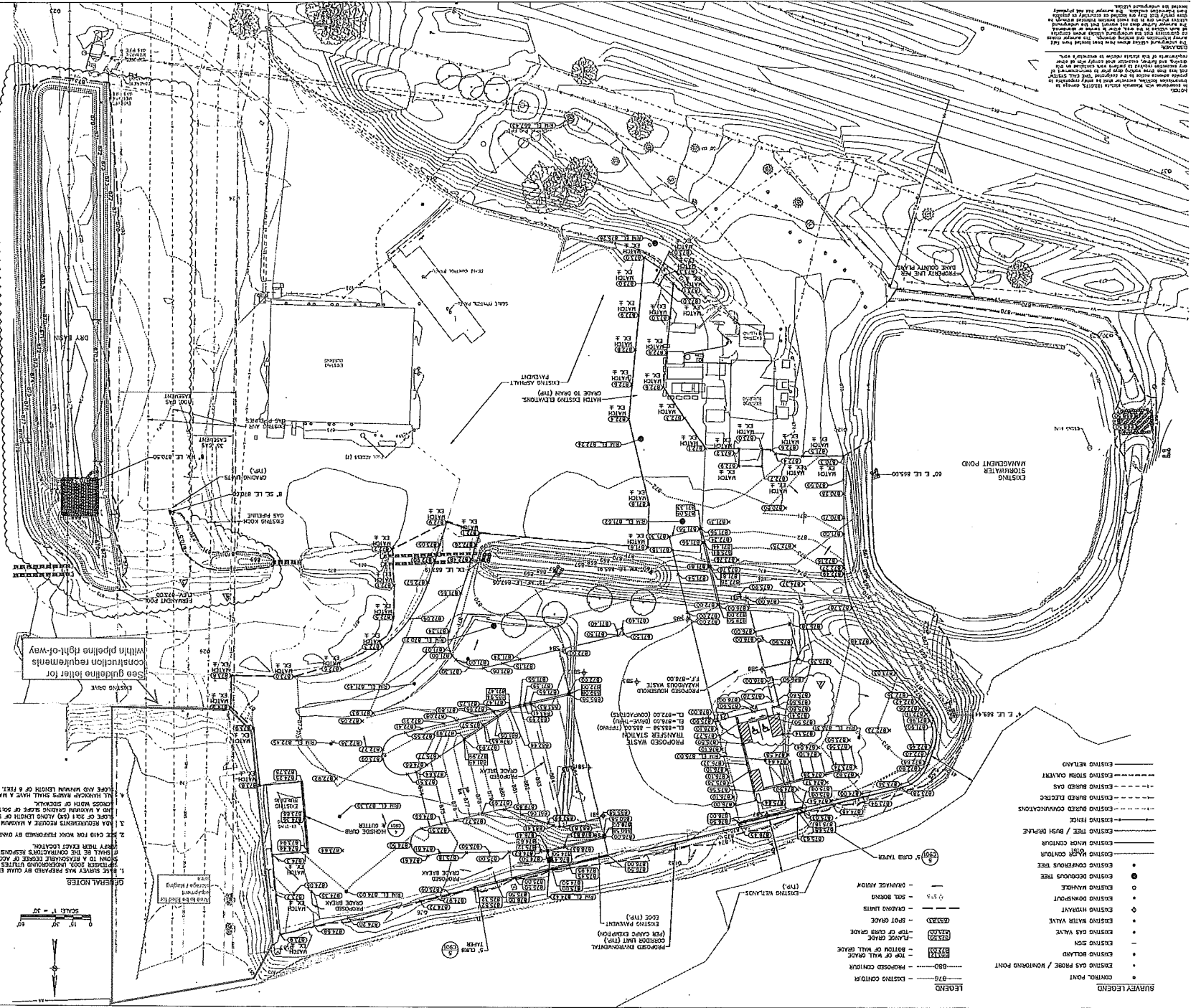
4. The applicable state one-call system must be contacted at 811 in accordance with its advance notification requirements prior to any ground disturbance.

Respectfully Submitted,



Lawrence Jaskowiec, P.E.
Senior Engineer
Pipeline Integrity
TransCanada US Pipelines
5250 Corporate Drive ~ Troy, MI 48098
Phone: 248-205-7550 ~ Fax: 248-205-4750
Lawrence.Jaskowiec@TransCanada.com

Approved as Noted:
 L.J. Jaskowko, P.E.
 April 14, 2014



See guideline letter for
 construction requirements
 within pipeline right-of-way

GENERAL NOTES
 1. ALL CONCRETE SHALL BE CAST IN PLACE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL APPLICABLE AGENCIES.
 2. SEE CAD FOR WORK PERFORMED BY OTHERS.
 3. ALL CONCRETE SHALL BE CAST AND FINISHED TO THE TOP OF THE CURB OR FINISH GRADE.
 4. ALL CONCRETE SHALL HAVE A MAXIMUM 12" LAYER AND MAXIMUM LENGTH OF 8 FEET.

LEGEND

○	EXISTING POINT
●	EXISTING GAS PIPING / HOISTING POINT
○	EXISTING BOLLARD
○	EXISTING SIGN
○	EXISTING GAS VALVE
○	EXISTING WATER VALVE
○	EXISTING HYDRANT
○	EXISTING DOWNSPOUT
○	EXISTING MANHOLE
○	EXISTING DECORATIVE TREE
○	EXISTING CONTOUR TREE
○	EXISTING MANHOLE CONTOUR
○	EXISTING TREE / BUSH BRANCH
○	EXISTING FENCE
○	EXISTING BURIED COMMUNICATIONS
○	EXISTING BURIED ELECTRIC
○	EXISTING BURIED GAS
○	EXISTING BURIED CABLE
○	EXISTING WETLAND
○	EXISTING METHAN

THESE NOTES ARE TO BE READ IN CONJUNCTION WITH THE GENERAL NOTES AND THE SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION WITH PAVEMENTS AND UTILITIES, 2012 EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF DANE, WISCONSIN, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION WITH PAVEMENTS AND UTILITIES, 2012 EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF DANE, WISCONSIN, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION WITH PAVEMENTS AND UTILITIES, 2012 EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF DANE, WISCONSIN.