

CONDITIONAL USE PERMIT ("CUP") CONDITIONS

I. Liability and Indemnification.

1. Enbridge shall defend, indemnify, protect, and hold harmless Dane County, Wisconsin, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively the "County") from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature, including, without limitation, reasonable attorneys' fees (collectively "Claim") arising out of or resulting from the negligent or intentionally wrongful acts or omissions of Enbridge, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to Enbridge's use of or installation of facilities governed by the CUP.
2. The County shall notify Enbridge promptly in writing of any such Claim and the method and means proposed by the County for defending or satisfying such Claim. The County shall cooperate with Enbridge in every reasonable way to facilitate the defense of any such Claim. The County shall consult with Enbridge respecting the defense and satisfaction of such Claim.
3. The County shall not settle any Claim subject to indemnification under this Part I without the advance written consent of Enbridge, which consent shall not be unreasonably withheld. Enbridge shall have the right to defend or settle, at its own expense, any Claim against the County for which Enbridge is responsible hereunder.
4. Nothing in this section shall impair any liability protection afforded the County pursuant to a claim of governmental immunity or limitation of damages under Wis. Stat. § 893.80 or any other provision of Wisconsin law, and any acknowledgement or concession of, or stipulation to, liability by the County shall be null and void where governmental immunity or limitation of damages would otherwise exist.

II. Insurance and Security.

1. Enbridge shall obtain the insurance required by this Section. If any insurance is written with a deductible or self-insured retention, Enbridge shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of Enbridge's duty to indemnify the County. Enbridge shall procure and maintain insurance with the following minimum coverages:

(A) Workers Compensation Insurance in accordance with all applicable statutes of the State of Wisconsin. Coverage shall include Employers' Liability Coverage.

(B) Commercial General Liability Insurance with limits of liability not less than \$100,000,000 per occurrence for bodily injury property damage, . Coverage shall include the following extensions:

- (i) Contractual Liability
- (ii) Products and Completed Operations
- (iii) Independent Contractors Coverage
- (iv) Broad Form General Liability Extensions or Equivalent
- (v) Sudden and Accidental Pollution liability

(C) Motor Vehicle Liability Coverage for all vehicles used by Enbridge in the performance of the Project. Limits of Liability shall not be less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage.

2. Commercial General Liability Insurance as described above shall add the County as an additional insured and it will not be canceled by Enbridge until thirty (30) days after receipt by the County, by certified or registered mail, of a written notice of an intention to cancel or not renew.

Said notice shall be sent to: _____ County

3. At the request of the County, Enbridge shall provide certificates showing Enbridge has the insurance coverages required by the Agreement; said insurance required may be waived if the County, in its sole discretion, is convinced that Enbridge requesting the waiver can provide the County with protection of a similar value by other means. Any waivers by the County must be in writing.