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MINNESOTA PUBLIC  
UTILITIES COMMISSION

Please e-file this on  
our behalf on Doc. PL9/CN-21-823

Thank you

Alice and Randy Peterson  
24153 300<sup>th</sup> St NW  
Argyle, MN 56713

218-437-8266

Feb. 14, 2023

Docket PL-9/CN-21-823

In The Matter of the Decommissioning Trust Fund  
For the Enbridge Energy Limited Partnership Line 3  
Replacement Pipeline

We, Alice and Randy Peterson, submit these comments on public record. We still stand on the fact to use it on the old lines first especially since they state any money left after Line 93 will be used for other abandoned lines of theirs except they will not put any more money in for that purpose which means if none is left or very little, too bad.

Why are they still using the old lines even past Ferc. recommended limits on lifespan. For example the 18" and 26" of the old mainline were built in 1950 and 1954 which is 73 yrs and 69 yrs plus they state they will run another 25 yrs. What is wrong with this picture? This would make these 2 lines 98 yrs and 94 yrs. Now you look at Legacy Line 3 which was built after these 2 lines and look what happened with that line when it was pushed hard. For example the old 48" line has been sleeved almost all the way across our farm because it couldn't handle all the abuse.

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the line takes by pumping it so hard. Considering Legacy Line 3 was so bad on our land they only did 2 repairs on it during its life on our land according to Enbridge records.

Tariff rates are taken out for line removal. Will Enbridge have enough money to remove all 7 lines on our farm since the easement will be dead as of 2025 depending on the clock timeframe the government uses. This means no oil across our farm so if they do not remove Legacy Line 3 on our farm they will break the CN for Line 93 which is a substantial complaint which should shut down Line 93 which will shorten its lifespan also.

The Commission has been notified that we are terminating easement rights across our farm so legally they can not pump across the State Road, the Border Crossing Permit and other government regulatory permits. Ignorance Of The Law Is No Excuse. Everyone is on notice concerning our land and our rights.

Under the term of decommissioning Enbridge includes the right to negotiate agreements with landowners and subdivisions. If you look at the new land grant (enclosed) under the 5<sup>th</sup> condition they have the right to mortgage and assign this agreement and easement granted in whole or in part.

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to any and all rights. So does this mean that these agreements / land becomes part of the trust assets and how much control do the landowners have over their property also what say or control if it is in the trust does the State of MN or the Commission have?

If this is good for the environment list how considering Enbridge is using old lines way beyond economic lifespan How can this be safe and good for the environment United States Citizens of MN and Tribal Nations? It is like running bald tires on a vehicle, sooner or later it will blow.

Enbridge is not environmentally friendly considering we have waited over 15 yrs for trees to be planted back on our farm from lines 65 and 67. Long long history between us and Enbridge See Dockets 07-360 and 07-361 We are still waiting.

Another issue ~~on~~ with the trust is it is a Canadian Trust not an American Trust. Enbridge is doing business in America, which the trust + framework should be American. Like on our land the easement is dead According to Canadian standards the land is put back as it existed pre pipeline so removal of all 7 lines on our land it would be put back pre 1950 which where the trees

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are now it would have to be planted back to trees so each woods connects to the opposite side since no trees were removed in that area until the 1<sup>st</sup> time in 1950. This is Canadian Standards like the Trust framework.

It is a way for Enbridge to hide assets against any creditors and they don't want to remove any lines at anytime, they just want to walk away with no responsibilities or liability to anyone or anything. We have experienced their behavior with the LSR Agreement on our land which is a covenant so it is law. Law means nothing to Enbridge. IF they can get away with things they will because NOBODY HOLDS THEM ACCOUNTABLE. This trust will be no different. After 15 yrs dealing with them one on one we have gotten to know Enbridge very well.

When the easement dies on our land in 2025 whichever territory is legally used and the various permit authorities don't have all of Enbridge's easement/ROW areas legally registered how will this affect the trust since no lines will be working and Enbridge has all ~~their~~ their assets locked up who will pay the piper? Enbridge will be in breach of contract with the shippers which could cause the shippers to come after Enbridge in a legal

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action of some sort. Who gets the money from the Trust in that case? Are the shippers aware of the legal issues on our farm with the easement dying and the ramifications or is Enbridge not being honest with them too?

We are just one set of small fish in a large pond but the ramifications are going to be felt all over by everyone. As we stated earlier we believe the Trust should take care of all the dead lines, old first newest last. After our easement dies the remaining landowners will also have dead pipelines and should have the right to have them all removed if they wish or if left in the ground taken care of forever which should be covered by the Trust completely because this would be good for the environment, United States, Citizens of Minnesota and Tribal Nations since this is tangible abandoned property according to Mn. Statutes on abandoned property.

Sincerely  
Alice Peterson  
Randy Peterson

Alice and Randy Peterson  
24153 300<sup>th</sup> St NW  
Argyle Mn 56713  
T-923

Enclosure: Copy of  
New Land Grant

E 1/2 Sec. 28 Foldahl Twp  
Marshall County, Mn  
218 437 8266



## RIGHT OF WAY AND EASEMENT GRANT

Prepared By:

John McKay  
26 East Superior Street, Suite 309  
Duluth, MN 55802

Return To:

Enbridge Energy, Limited Partnership  
26 East Superior Street, Suite 309  
Duluth, MN 55802

For Recorder's Use Only

Parcel ID No(s):  
Enbridge Tract No(s):

**KNOW ALL PERSONS BY THESE PRESENTS:** That the undersigned, \_\_\_\_\_, (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant and convey by this Right of Way and Easement Grant ("Agreement") to ENBRIDGE ENERGY, LIMITED PARTNERSHIP, a Delaware limited partnership, with an office located at 26 East Superior Street, Suite 309, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee") the following rights, interests, and privileges:

a. A right-of-way and perpetual easement to survey, locate, construct, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol and subsurface digging), reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of and reconstruct a single pipeline, together with any associated valves, fittings, location markers and signs, communication systems and lines, utility lines, safety and protective apparatus, and all other equipment and appurtenances, whether above or below grade, and conduct such other activities as may be necessary in connection therewith as determined by Grantee or required by law, for the transportation of crude petroleum and any product, by-product and derivative thereof, on, over, under, in, through and across a strip of land, as described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Right of Way"), together with the right to clear and to keep cleared the Right of Way so as to prevent damage or interference with the safe and efficient construction, operation, maintenance and patrol of the pipeline and appurtenances.

b. Until such time as the construction, testing, and commissioning of the pipeline is complete, the right to use and occupy such of Grantor's land adjacent to the Right of Way as is reasonably necessary for construction work space, for the purposes of surveying, locating, constructing, testing, reclamation and commissioning of Grantee's pipeline, appurtenances, and rights of way (including the temporary storage of equipment and material), provided that at the conclusion of the construction, testing, and

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commissioning of the pipeline all areas of construction work space shall be reclaimed and shall revert to the possession and control of the Grantor.

c. The perpetual right to use and occupy such of Grantor's land adjacent to the Right of Way as is reasonably necessary from time to time for the inspection and patrol (including subsurface digging), operation, maintenance, repair, replacement, relocation, reconstruction, reclamation, removal, protection, and idling of the pipeline.

d. The perpetual right of ingress and egress across Grantor's lands to and from the Right of Way, using existing roads, routes, and paths whenever reasonably possible in the determination of Grantee, at any and all times for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted.

e. The right to discharge water from excavations and other work areas onto the land described on Exhibit A and as depicted on Exhibit B during the construction and any testing or maintenance, repair or replacement of the pipeline. Water discharges will be performed in conformance with applicable governmental laws and regulations, and in a manner intended to minimize adverse impacts on the land, and the crops and improvements on the land. To the extent reasonably possible, without impacting the cost and timing of Grantee's work, Grantee shall coordinate with Grantor regarding locations of the discharges sites and locations of discharge filter devices.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee:

FIRST: Grantor covenants with Grantee that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: The Grantee shall, at the time of construction of the pipeline, bury said pipeline through cultivated lands so that it will not interfere with ordinary annual crop cultivation, at a minimum depth of thirty-six inches below grade at the time of construction, or such other greater depth as may be required by law, and shall also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation of the pipeline and Grantee's use of any of Grantor's lands adjacent to the Right of Way during construction. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by Grantor and Grantee.

THIRD: Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Right of Way and Grantee shall not be liable for damages caused by keeping said Right of Way clear of such trees, undergrowth and other obstructions in Grantee's exercise of the rights herein granted. Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right of Way any pit, well, septic system, foundation, pavement, road or any other structure or installation, whether temporary or permanent, natural or man-made, without Grantee's prior written consent, but otherwise Grantor shall have the right fully to use and enjoy said premises for surface

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agricultural uses except as the same may interfere with activities deemed by Grantee to be necessary, convenient or incidental to the purposes herein granted to Grantee, and provided further that Grantor's use does not interfere with Grantee's operations on the Right of Way. Further, Grantor shall not alter the grade of the Right of Way and easement without the express, prior written consent of Grantee.

FOURTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Right of Way unless such loss, damage, injury or death results from the negligent or intentional acts or omissions of Grantor, its agents, representatives, employees, contractors or invitees.



FIFTH: Grantee shall have the right to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SIXTH: Any and all payments, communications or notices provided for herein may be delivered by a reputable overnight delivery service or deposited in the United States mail, first class, postage paid, certified or registered, return receipt requested, to the address listed herein, addressed to Grantor and Grantee at the addresses specified above as Grantor and Grantee's mailing addresses, or such other address as may be specified in writing by Grantor or Grantee or their respective successors or assigns from time to time.

SEVENTH: This Agreement, including all the covenants and conditions herein contained shall, to the greatest extent allowed by law, be construed as creating a perpetual Right of Way and easement on and appurtenant to property owned by Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Grantor and Grantee respectively.

EIGHTH: The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.

NINTH: Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.