

ERIE COUNTY WATER AUTHORITY  
 AUTHORIZATION FORM  
 For Approval/Execution of Documents  
 (check which apply)

<b>Contract:</b> _____	<b>Project No.:</b> 201800185
<b>Project Description:</b> Cathodic Protection System Easement for Enbridge Energy	
Parcel ID No. 1464890531100005003000	
Colvin Boulevard, Town of Tonawanda	

**Item Description:**

<input type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input type="checkbox"/> Recommendation for Award of Contract	<input type="checkbox"/> Recommendation to Reject Bids		
<input type="checkbox"/> Request for Proposals			
<input type="checkbox"/> Other <u>Easement</u>			

**Action Requested:**

<input checked="" type="checkbox"/> Board Authorization to Execute	<input checked="" type="checkbox"/> Legal Approval
<input type="checkbox"/> Board Authorization to Award	<input checked="" type="checkbox"/> Execution by the Chairman
<input type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other _____	

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Department Head	<u><i>James F. Knoble</i></u>	Date: <u>4-9-19</u>
<input checked="" type="checkbox"/> Risk Manager	<u><i>[Signature]</i></u>	Date: <u>04/10/2019</u>
<input type="checkbox"/> Director of Administration	_____	Date: _____
<input checked="" type="checkbox"/> Executive Engineer	<u><i>Kenneth Stolt</i></u>	Date: <u>4/9/19</u>

**APPROVED AS TO FORM:**

<input checked="" type="checkbox"/> Legal	<u><i>Margaret A. Murphy</i></u>	Date: <u>4/10/19</u>
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**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u><i>[Signature]</i></u>	Date: <u>4/10/19</u>
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**Remarks:** \_\_\_\_\_

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<b>Resolution Date:</b> _____	<b>Item No:</b> _____
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# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

April 9, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Senior Distribution Engineer *LFK*

Subject: Cathodic Protection System Easement for Enbridge Energy  
Parcel ID No. 1464890531100005003000  
Colvin Boulevard  
Town of Tonawanda  
ECWA Project No. 201800185

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Attached is above referenced easement for approval by the Board.

Enbridge Energy contacted the Authority requesting the easement in order to install an AC Mitigation System (Cathodic Protection System) near the Authority's 48-inch PCCP transmission main in the Town of Tonawanda, near Colvin Tank. The purpose of the AC Mitigation System is to protect maintenance personnel from AC induced electrocution hazards as well as prevent AC induced corrosion of their 12-inch pipeline from the overhead National Grid high voltage transmission lines.

The Authority does not have the in-house expertise to assess the short and long term effects of the AC Mitigation System on our 48-inch PCCP transmission main. Therefore, the Authority contracted with CorrTech, an expert on corrosion control and cathodic protection systems. The above referenced easement document reflects the findings of the CorrTech investigation.

LFK:jmf  
Attachment  
cc: R.Stoll  
D.Mineo  
TOTN-177-1801

**CATHODIC PROTECTION  
SYSTEM EASEMENT  
GRANT**

Prepared By:

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

Return To:

Enbridge Energy, Limited Partnership  
4602 Grand Avenue, Suite #900  
Duluth, MN 55807

For Recorder's Use Only

Parcel ID No(s): **1464890531100005003000**

Enbridge Tract No(s): **S.B.L.: 53.11-5-3**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the undersigned, **Erie County Water Authority, whose address is Ellicott Square Building, 295 Main Street, Room 350, Buffalo, New York 14203** ("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 Cathodic Protection System Easement Grant ("Agreement") to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 North 25<sup>th</sup> Street East, Superior, Wisconsin 54880, its grantees, successors and assigns ("Grantee") the following rights, interests, and privileges:

- a. A perpetual easement to install, operate, maintain, repair, replace, abandon and remove a Cathodic Protection System, whether above or below grade including, but not limited to, a deep anode ground bed, rectifier, junction box and connecting cables within an area more particularly described on Exhibit A, attached hereto and made a part hereof, for the purpose of protecting against and preventing corrosion of the Grantee's pipeline(s) which are in the general vicinity of Grantor's land.
- b. The Grantee shall have the right of ingress and egress over Grantor's land, as described on Exhibit A, for the purpose of gaining access to and from said Cathodic Protection System for the purposes and rights herein granted. The Grantee shall have the right to use and occupy such of Grantor's land adjacent to the perpetual easement 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 Cathodic Protection System.

The aforesaid rights are granted as and from the date hereof, and shall be perpetual, 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 it is the lawful fee simple owner of the aforesaid land described in Exhibit A, and that Grantor has the unrestricted right and authority to make this grant, and that it will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: The Grantee shall, at the time of construction of any Cathodic Protection System, bury the below grade portions of the Cathodic Protection System at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation, and also pay for damage to annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the Grantor, one by the 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. Arbitration is at the option of the Grantor and Grantor retains the right to litigate for damages. The cost of such arbitration shall be borne equally by the Grantor and the 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 easement and Grantee shall not be liable for damages caused by keeping said easement clear of such trees, undergrowth and other obstructions in Grantee's exercise of the rights herein granted. The Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under, through or across the said easement any pit, well, septic system, boring, foundation, pavement, road or any other structure, improvement or installation, whether temporary or permanent, natural or man-made, without Grantee's prior written consent, but otherwise the Grantor shall have the right fully to use and enjoy said premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee and provided further that Grantor's use does not interfere with Grantee's operations on the easement. Further, the Grantor shall not alter the grade of the easement without the express, prior written consent of the Grantee.

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

FIFTH: The 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. Any assignment must be approved by the Grantor, which approval shall not be unreasonably withheld.

SIXTH: This Agreement, including all the covenants and conditions herein contained, shall be construed as creating a perpetual easement on and appurtenant to property owned by the Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively. It is agreed that if the Cathodic Protection System is removed or abandoned, this easement shall terminate without further action.

SEVENTH: 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.

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.

TENTH: If the location where the Cathodic Protection System crosses over or under Grantor's transmission main, the Cathodic Protection System shall have a dielectric shield installed over the Cathodic Protection System for a distance of fifteen (15) feet on each side of the transmission main. The fifteen (15) feet shall be measured from the centerline of the transmission main. The material for the dielectric shield shall be approved by the Grantor prior to being installed.

ELEVENTH: The Grantor must be provided with five (5) business days' notice prior to installation and any maintenance work.

TWELFTH: The Grantor reserves the right to have a representative on site to observe any installation or maintenance work on the Cathodic Protection System.





## EXHIBIT A

This Exhibit A is attached hereto and made a part hereof of this Cathodic Protection System Easement Grant between **Erie County Water Authority** ("Grantor") and Enbridge Energy, Limited Partnership ("Grantee").

### GRANTOR'S PROPERTY LEGAL DESCRIPTION (GRANTOR'S LAND):

S.B.L: 53.11-5-3 Parcel ID No(s): 1464890531100005003000

All that piece or parcel of land situate in the Town of Tonawanda, County of Erie, State of New York, being part of Lot 30, Township 12, Range 8 of the Holland Land Company's survey, bounded and described as follows:

Beginning at a point on the westerly line of lands of The People of the State of New York (southwesterly line of Map 161, Parcel 171 Interstate Route Connection F.A.I. 590-1-1 Powerline Expressway) at its intersection with the division line between the lands of Erie County Water Authority (reputed owner) (Tax Map Parcel 53.11-5-3) on the south and the lands of Town of Tonawanda (reputed owner) (Tax Map Parcels 53.11-5-1 & 53.11-5-2 ) on the north, thence

1. North 89°29'19" West along the last mentioned division line a distance of 117.43 feet to a point on the division line between the lands of Erie County Water Authority (reputed owner) (Tax Map Parcel 53.11-5-3) on the east and the lands of National Grid (reputed owner) (Tax Map Parcel 53.11-1-5.1) on the west; thence
2. South 00°34'42" West along the last mentioned division line, a distance of 29.85 feet to a point; thence
3. Easterly and Northerly through the property of Erie County Water Authority (reputed owner) the following two (2) courses and distances:
  - 1) North 82°21'28" East, a distance of 122.19 feet to a point; thence
  - 2) North 07°39'19" West, a distance of 10.86 feet to a point on the division line between the lands of Erie County Water Authority (reputed owner) (Tax Map Parcel 53.11-5-3) on the west and the lands of The People of the State of New York (southwesterly line of Map 161, Parcel 171 Interstate Route Connection F.A.I. 590-1-1 Powerline Expressway); thence
4. North 47°11'14" West along the last mentioned division line a distance of 2.64 feet to the point of beginning, being 0.058± acres more or less.



# EXHIBIT B

This Exhibit B is attached hereto and made a part hereof of this Cathodic Protection System Easement Grant between **Erie County Water Authority** ("Grantor") and Enbridge Energy, Limited Partnership ("Grantee").

## CATHODIC PROTECTION SYSTEM AREA

As depicted in the Exhibit below.

