

225 South 6th Street, Ste 3900
Minneapolis, MN 55416
Email: evan.carlson@attorneycarlson.com
Phone: (952) 356-0303



EVAN CARLSON
ATTORNEY AT LAW, LLC

REPRESENTATION AGREEMENT

As part an order by the Minnesota Public Utilities Commission, Docket Number PL-9/CN-14-916, Enbridge Energy LP, through the Landowner Choice Program, is required to either physically remove its Line 3 pipeline from Client(s) property or obtain a waiver from Client(s) to allow decommissioning “in place” without physically removing it.

The undersigned Client(s) hereby retain(s) Evan Carlson – Attorney at Law, LLC (herein after “Attorney”) to represent Client(s) to negotiate a waiver for Enbridge’s Line 3 pipeline under Enbridge’s Landowner Choice Program.

Attorney will communicate with Enbridge, its contractors, independent liaison, independent third party engineers, other third party experts, legal counsel, attend mediations, attend meetings with land acquisition staff and other Enbridge representatives to negotiate a Line 3 waiver payment under the Landowner Choice Program.

Attorneys’ fees for legal services shall be Thirty-three percent (33%) of the gross amount of any recovery in excess of any waiver payment offer existing at the time of signing this Representation Agreement. No waiver payment or settlement shall be made without the express consent of Client(s). Attorney shall collect no fee if Client(s) agree to have Line 3 removed by Enbridge without obtaining a waiver payment. If Client(s) accept a waiver payment from Enbridge after termination or withdraw from this Representation Agreement, attorney shall receive Thirty Five Percent (33%) of any offer obtained by Attorney during the course of representation. The fee will be deemed earned upon substantial performance of this agreement and shall be paid immediately. Any out of pocket costs and expenses paid by Attorney shall be approved by Client and reimbursed out of Client(s) portion of the waiver payment or other recovery.

IF THERE IS NO RECOVERY, CLIENT(S) WILL OWE NO LEGAL FEE TO ATTORNEY.

THE FOREGOING HAS BEEN READ AND CONSIDERED BY CLIENT(S) WHO HEREBY ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: _____

Client Signature

I hereby agree to be retained by Client(s)

Dated: _____

Evan G. Carlson