

OFFICE OF COUNTY RECORDER  
FREEBORN COUNTY MINNESOTA

I hereby certify that the within instrument was  
filed in this office for record this 12<sup>th</sup> day  
of January, 2009 at  
9:30 o'clock A. M, and was duly recorded  
as Document No. 479850  
Kelly Callahan, County Recorder

By: Catherine A. Wittmer, Deputy

80103-2

**MODIFICATION AND AMENDMENT OF EASEMENT GRANT**

This instrument made and entered into this 12<sup>th</sup> day of March, 2008 by  
and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with  
principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124 (hereinafter referred to  
as "Northern"), and SEYMOUR A. FERLEY, a married man, (hereinafter referred to as  
"Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Gena Ferley and Alfred  
T. Ferley, wife and husband, on the 29th day of April, 1959, covering the following described  
premises in Freeborn County, Minnesota:

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 34,  
Township 101 North, Range 22 West,

which Easement was recorded the 12th day of May, 1959, as Document No. 186811, in  
Book 39 of Misc. at Page 131, in and for Freeborn County, Minnesota (hereinafter referred as  
"Easement"); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has  
constructed and currently operates and maintains two 30-inch pipelines and a 26-inch pipeline  
through and across the premises above-described; and

WHEREAS, of the premises described in the Easement, Owner is present owner of the  
following described premises (hereinafter referred to as "Owned Premises")

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 34,  
Township 101 North, Range 22 West.

WHEREAS, the parties hereto desire to more clearly define their rights under the  
Easement and further desire to modify and amend the Easement in certain respects.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and  
agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way across  
the Owned Premises only as shown and described on Exhibit "A" attached hereto, and by this  
reference, made a part hereof (hereinafter referred to as "Pipeline Right-of-Way").

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the Pipeline Right-of-Way described in Paragraph 1 above, upon which Pipeline Right-of-Way the Easement is retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easement; and EXCEPT Northern retains its right of ingress to and egress from the Pipeline Right-of-Way, to which right the Owned Premises shall remain subject.

3. The Owner shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere within the Pipeline Right-of-Way without the written consent of Northern. Northern shall have the right to clear and keep cleared from within the Pipeline Right-of-Way all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern shall not be liable for loss, cost, or damage caused on the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owner shall allow Northern to establish aboveground marking along the centerline of the location of Northern's pipeline(s).

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"

"OWNERS"

NORTHERN NATURAL GAS COMPANY.

By Glen R. Hass  
Glen R. Hass  
Agent and Attorney-in-Fact

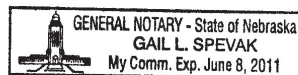
By Seymour A. Ferley  
Seymour A. Ferley

By Darlene Ferley  
Darlene Ferley

STATE OF NEBRASKA )  
 )SS  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6th day of January, 2008,<sup>9</sup> by Glen R. Hass, Agent and Attorney-in-Fact, for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(S E A L)



Gail L. Spevak  
Notary Public  
My Commission Expires 6/8/11

479850

STATE OF Minnesota )  
 )SS  
 COUNTY OF Freeborn )

Seymour A. Ferley, acknowledged the foregoing instrument before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 12 day of March, 2008.

(SEAL)



Brenda K. Lageson  
 Notary Public  
 My Commission Expires 1/31/2010

STATE OF Minnesota )  
 )SS  
 COUNTY OF Freeborn )

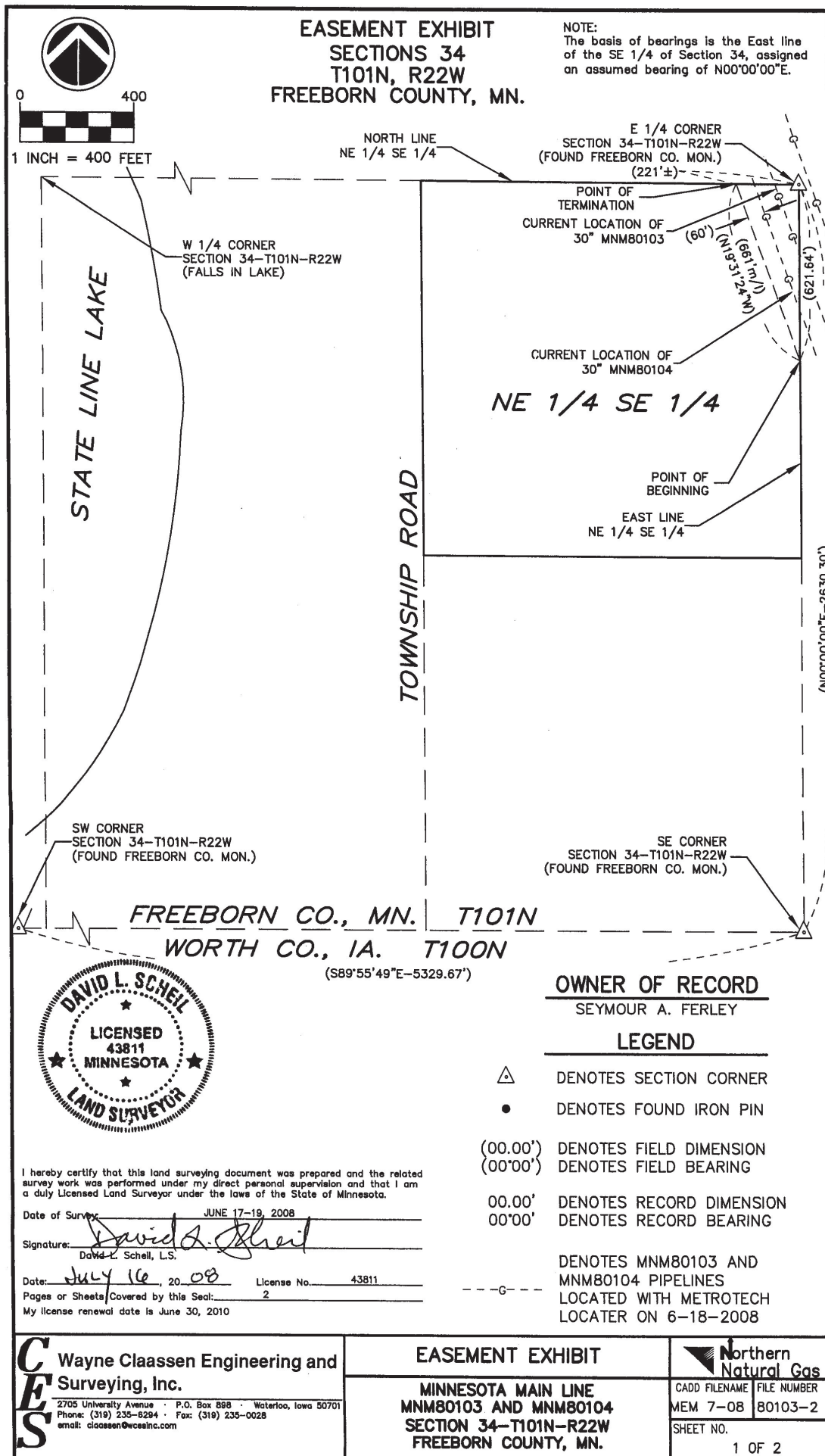
Darlene Ferley, acknowledged the foregoing instrument before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 12 day of March, 2008.

(SEAL)



Brenda K. Lageson  
 Notary Public  
 My Commission Expires 1/31/2010

**This Instrument Drafted By  
 And To Be Returned To:**  
 Right-of-Way Department  
 Northern Natural Gas Company  
 P. O. Box 3330  
 Omaha, Nebraska 68103-0330



EASEMENT EXHIBIT  
SECTIONS 34  
T101N, R22W  
FREEBORN COUNTY, MN.

479850

LEGAL DESCRIPTION

An Easement for pipeline purposes over, under, and across the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 34, Township 101 North, Range 22 West.

Said pipeline easement lying Northeasterly of the following described line:

Commencing at the East Quarter corner of aforesaid Section Thirty-four (34); thence S00°00'00"W Six Hundred Twenty-one and Sixty-four Hundredths (621.64) feet along the East line of aforesaid Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) to a point on a line Sixty (60.00) Southeasterly of and parallel to the current location of Northern Natural Gas Company's 30-inch MNM80104 pipeline and to the point of beginning of the line to be described; thence N19°31'24"W Six Hundred Sixty-one (661) feet, more or less, to a point on the North line of said Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) and to the point of termination of described line.

Subject to prior valid easements, if any.

**C**  
**E**  
**S** Wayne Claassen Engineering and  
Surveying, Inc.  
2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701  
Phone: (319) 235-8294 • Fax: (319) 235-0028  
email: claassen@wcesinc.com

EASEMENT EXHIBIT

MINNESOTA MAIN LINE  
MNM80103 AND MNM80104  
SECTION 34-T101N-R22W  
FREEBORN COUNTY, MN.

 Northern  
Natural Gas

CADD FILENAME	FILE NUMBER
MEM 7-08	80103-2

SHEET NO.

2 OF 2



# **Know All Men by These Presents:**

That Gena Ferley and Alfred I. Ferley, her husband

of the County of Freeborn and State of Minnesota for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County

of Freeborn and State of Minnesota, to-wit:

Northeast Quarter Southeast Quarter, (NE<sup>1</sup>SE<sup>4</sup>) Section 34, Township 101,

Range 22.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantor are hereby granting the uses herein specified without divesting grantor of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

(1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.

(2) That it will pay to grantor any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor one, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.

(3) That grantee, upon written application by the grantor will, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantor at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.

(4) That grantee will replace or rebuild to the satisfaction of grantor or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

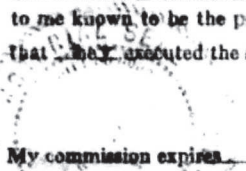
IN WITNESS WHEREOF we have hereunto set our hands this 29 day

of April, 1959

Alfred I. Ferley  
Gena Ferley

Signed, Sealed and Delivered in Presence of

E. C. Stilwell  
Robert J. Pearson

STATE OF MINNESOTA, }  
COUNTY OF Freeborn } ss.  
On this 29 day of April, A. D. 1952, before  
me, a Notary Public within and for said County, personally appeared  
Gena Ferley and Alfred T. Ferley, her husband  
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged  
that they executed the same as their free act and deed.  
  
ROBERT T. RASMUSSEN,  
Notary Public, Freeborn County, MINN.  
My Commission Expires July 22, 1954  
My commission expires \_\_\_\_\_, 19\_\_\_\_.

STATE OF MINNESOTA, }  
COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before  
me, a \_\_\_\_\_ within and for said County, personally appeared  
\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged  
that he executed the same as \_\_\_\_\_ free act and deed.  
\_\_\_\_\_ My commission expires \_\_\_\_\_, 19\_\_\_\_.

186811

EASEMENT GRANT  
FROM  
Gena Ferley, et al  
TO  
NORTHERN NATURAL  
GAS COMPANY  
OFFICE OF REGISTER OF DEEDS,  
STATE OF MINNESOTA.  
COUNTY OF Freeborn  
I hereby certify that the within instrument  
was filed in this office for record on the 12  
day of May, A. D. 1959,  
at 11:10 o'clock A.M., and was duly  
recorded in Book 39 of Map, on  
Page 131.  
R. H. Jackson Register of Deeds.  
By N. H. Hoge Deputy

STATE OF MINNESOTA, }  
COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before  
me, a \_\_\_\_\_ within and for said County, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_  
to me personally known, who, being each by me duly sworn \_\_\_\_\_ did say that they are respec-  
tively the \_\_\_\_\_ President and the \_\_\_\_\_ of \_\_\_\_\_  
the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate  
seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by  
authority of its Board of \_\_\_\_\_, and said \_\_\_\_\_  
and \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.  
My Commission expires \_\_\_\_\_, 19\_\_\_\_.