

## GRANT OF PIPELINE EASEMENT AND RIGHT-OF-WAY

Prepared By And After Recording Return to:

T. Blair Harris  
c/o Viking Gas Transmission Company  
3140 Neil Armstrong Blvd., Suite 208  
Eagan, MN 55121

Parcel Identification Number  
(Will County, Illinois):  
04-10-34-200-005



**R2009120060**

Receipt # T20090119233

**Karen A. Stukel**

**Will County Recorder 6P**

DT

Date 10/06/2009

Time 10:29:17

Recording Fees:

\$26.75

IL Rental Hsng. Support Program:

\$10.00

### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned: Prairie Acres Enterprises, LLC (hereinafter referred to as "Grantor" whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, does hereby bargain, grant, convey, and warrant to Midwestern Gas Transmission Company, a Delaware corporation (hereinafter referred to as "Grantee"), and to its successors and assigns the perpetual and exclusive right, privilege, and easement to construct, inspect, repair, maintain, operate, replace, protect, test, patrol, reconstruct, alter, relocate, enlarge, and remove or abandon in place one pipeline, and all appurtenances and equipment used or useful in the operation of such pipeline, including cathodic protection apparatus, for the transportation of natural gas and associated by-products on, over, under, across and through a strip of land seventy-five feet (75') in width, hereinafter referred to as the "Easement," across the tract of land described on Exhibit "A" attached hereto and incorporated herein. The location of the Easement is depicted on the survey which is attached hereto and made a part hereof as Exhibit "B."

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress to and egress from the Easement via the Easement itself, from public ways and roads, or as agreed with Grantor for the purposes of surveying, clearing, and keeping clear, the Easement of brush, trees, and obstructions, and for constructing, operating, inspecting, repairing, maintaining, replacing, protecting, testing, patrolling, reconstructing, altering, relocating, enlarging, or removing the pipeline, appurtenances, and equipment of Grantee located thereon, in whole or in part, at the will of Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by Grantee for any of the rights hereinabove granted; provided, however, that Grantor shall not change the ground elevation or grade of the Easement so as to increase the natural impounding of water, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs

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upon the Easement which would interfere with Grantee's exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of its pipeline.

As further consideration for the payments made and to be made by Grantee hereunder, it is further agreed as follows that:

1. Grantee will bury all line pipe to provide a minimum cover of forty-eight (48) inches, except in rock where a minimum cover of twenty-four (24) inches will be provided.

2. Grantee will as necessary either during or after construction or maintenance activity (a) restore the surface of all disturbed areas on Grantor's land as nearly as practicable to the original contour existing immediately prior to the commencement of any work: including, but not limited to, maintaining that contour as the fill packs down, saving removed topsoil separately, replacing the topsoil and reseeding where necessary; (b) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (c) properly support each side of any contemplated fence opening by suitable post and braces before a fence is cut, and, where required, provide a temporary gate; and (d) repair in a good and workmanlike manner any and all fences and drainage and irrigation systems on Grantor's land which are cut or damaged by Grantee during construction of Grantee's pipeline, appurtenances and equipment.

3. Grantee will pay Grantor for any damages to Grantor's growing crops, grasses, trees, shrubbery, livestock or other property of Grantor caused by the construction, inspection, repair, maintenance, operation, replacement, protection, testing, patrolling, reconstruction, alteration, relocation, enlargement, and removal or abandonment in place of Grantee's pipeline, appurtenances and equipment on the above-described tract; provided, however, that Grantee shall have the right, without liability for damages, from time to time after initial construction of the pipeline to clear and keep cleared all trees, bushes, shrubs, undergrowth, buildings, structures, improvements, or other obstructions from the Easement that may in Grantee's sole judgment, interfere with Grantee's use of the Easement granted herein.

4. Grantor represents and warrants to Grantee that Grantor is lawfully seized in fee simple title to the above-described lands and has a good and lawful right to convey the rights as herein done. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to this easement to Grantee, its successors and assigns, against the lawful claims of all persons.

5. This instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

6. Grantee shall make payment hereunder without responsibility for allocation of said payment among multiple Grantor(s), it being expressly understood and agreed that the Grantee shall not be obliged to see to the application or disposition of the proceeds.

7. The rights of Grantee hereunder may be sold, assigned or leased, in whole or in part, by Grantee at any time.

8. Grantor hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois insofar as said rights may in any way affect the purposes for which this grant is made as recited herein.

9. Grantee agrees to indemnify, fully protect, defend and hold harmless Grantor, its members, managers, employees, representatives, invitees, successors and assigns ("Indemnified Parties") from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorneys fees and costs of every kind and nature ("Losses") that may be made against the Indemnified Parties or the real estate upon which the Easement is situated for any liens on such real estate, any damage to such real estate and/or injury to Indemnified Parties or any other persons to the extent arising from the Easement, the pipeline situated upon the Easement or the use of the Easement by Grantee; provided, however, Grantee shall not be obligated to indemnify, protect, defend or hold harmless the Indemnified Parties for any Losses to the extent arising out of the willful misconduct, illegal acts, negligent acts or omissions of the Indemnified Parties or any third party who is not acting under the control or on behalf of Grantee.

10. It is agreed that this instrument incorporates and describes all of the grants, undertakings, conditions, considerations and agreements between the parties. Grantor, in executing and delivering this instrument, represents that Grantor has not relied upon any promises, inducements or representations, whether verbal or written, of Grantee, its agents or employees, other than those stated in this easement.

11. It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, heirs, executors, administrators, devisees, legatees, successors, and assigns of the parties hereto.

Dated this 18th day of September, 2009.

GRANTOR  
Prairie Acres Enterprises, LLC

By: Lewis J. Scheer

Lewis J. Scheer, Manager  
Print Name

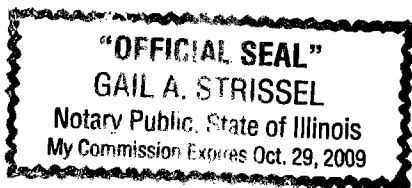
\_\_\_\_\_  
Print Name

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ~~WILL~~ )  
 COOK

I, the undersigned, a Notary Public in and for said state aforesaid, do hereby certify that Prairie Acres Enterprises, LLC appeared before me this day by its authorized representative and acknowledged that said Prairie Acres Enterprises, LLC signed and delivered this instrument as its free and voluntary act and deed.

Given under my hand and seal on this 18th day of September,  
2009.

SEAL



Gail A. Strissel  
Notary Public, State of Illinois  
My commission expires: Oct. 29, 2009

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EXHIBIT A**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**  
(PIN 04-10-34-200-005-0000)

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST OF THE RIGHT OF WAY OF THE C & A RAILROAD EXCEPTING THEREFROM THE EAST 40 ACRES OF THE SOUTHWEST QUARTER AND EXCEPT THE EAST 200 FEET OF THE WEST 1394.73 FEET OF THE SOUTH 350.08 FEET OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 34 LYING EASTERLY OF THE CHICAGO AND ALTON RAILROAD (EXCEPT THE EAST ½ OF THE EAST ½ THEREOF), IN WILL COUNTY, ILLINOIS.

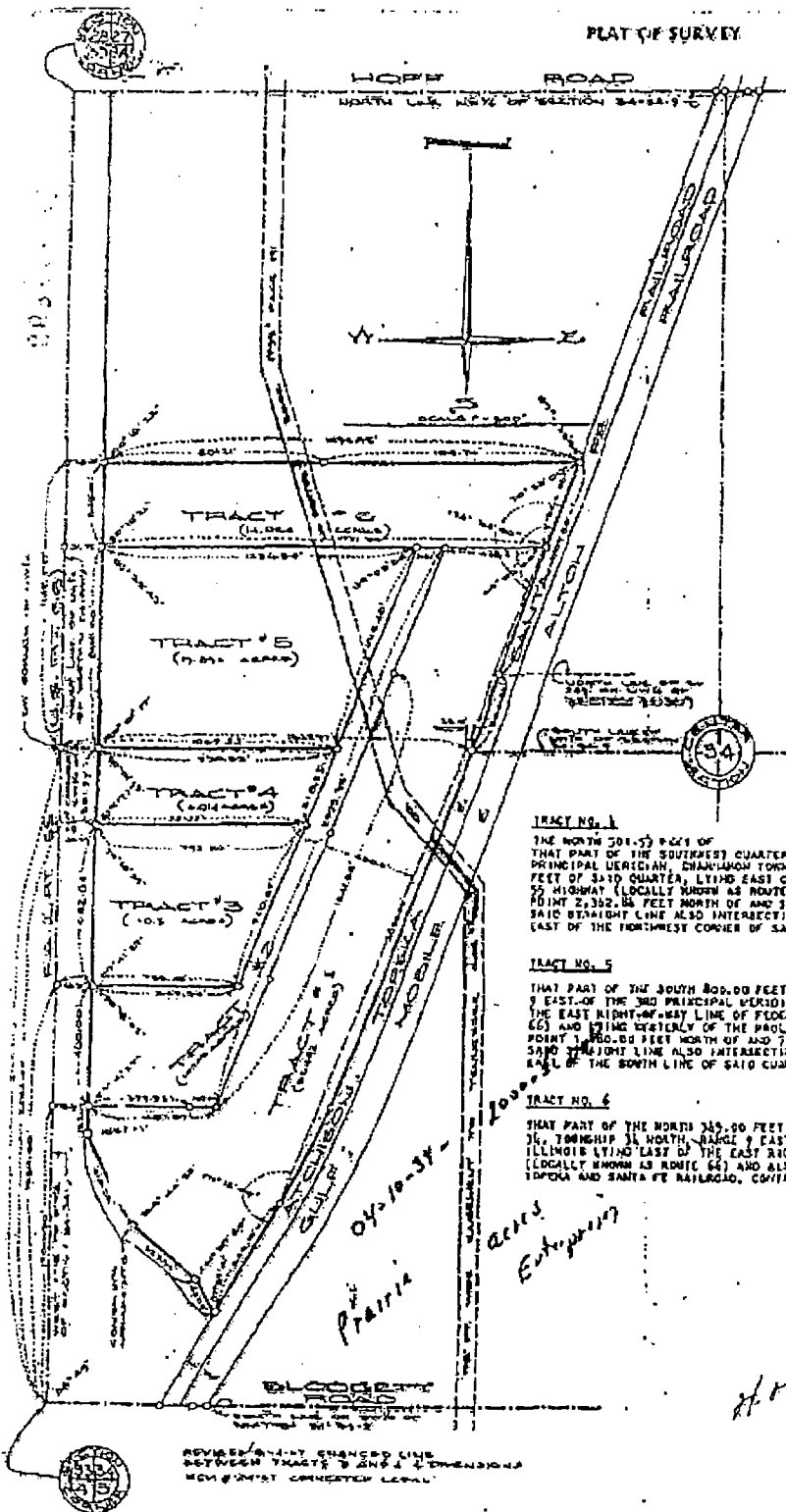
Exhibit A

C111 488S041v.1

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PLAT OF SURVEY

R73-12899



**TRACT NO. 1**  
 THAT PART OF THE SOUTH 1,200.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 36 LYING NORTHEASTERLY OF THE EAST RIGHT-OF-WAY LINE OF FEDERAL-AID-INTERSTATE ROUTE 55 (LOCALLY KNOWN AS ROUTE 66) HIGHWAY AND LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF THE ARCHISON, TOPERA AND SANTA FE RAILROAD AND ALSO THAT PART OF THE WEST HALF OF SAID SECTION 36 LYING NORTH OF THE SOUTH 1,200.00 FEET OF SAID SECTION 36, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 36, LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD AND LYING EASTERLY OF A STRAIGHT LINE AND ITS PROLONGATION THAT INTERSECTS A POINT 800.00 FEET NORTH OF AND 1,083.05 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 36 AND SAID SECTION 36 AND ALSO INTERSECTS A POINT 1,200.00 FEET NORTH OF AND 824.98 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 36, ALL WITHIN TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, CHAMPAIGN TOWNSHIP, WILL COUNTY, ILLINOIS CONTAINING 32.65 ACRES MORE OR LESS.

**TRACT NO. 2**  
 THE NORTH 820.00 FEET OF THE SOUTH 1,600.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, CHAMPAIGN TOWNSHIP, WILL COUNTY, ILLINOIS LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF FEDERAL-AID-INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66) AND LYING WESTERLY OF THE PROLONGATION OF A STRAIGHT LINE INTERSECTING A POINT 1,000.00 FEET NORTH OF AND 522.99 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 36 WITH SAID STRAIGHT LINE ALSO INTERSECTING THE NORTH LINE OF SAID SOUTHWEST QUARTER 1,076.35 FEET EAST OF THE WEST LINE OF SAID SECTION AND ALSO A KALAMAZOO STRIP OF LAND DESCRIBED AS THAT PART OF SAID SECTION LYING SOUTH OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION, LYING NORTH OF THE SOUTH 1,600.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION, LYING WESTERLY OF THE FORESAID DESCRIBED NORTH-EASTERLY-SOUTHWESTERLY STRAIGHT LINE AND ITS PROLONGATION AND LYING EASTERLY OF A STRAIGHT LINE INTERSECTING A POINT 1,480.00 FEET NORTH OF AND 706.15 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION WITH SAID STRAIGHT LINE ALSO INTERSECTING A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER 1,069.35 FEET EAST OF THE WEST LINE OF SAID SECTION, BOTH PARCELS CONTAINING 16.795 ACRES MORE OR LESS.

**TRACT NO. 3**  
 THE NORTH 622.82 FEET OF THE SOUTH 9,342.81 FEET OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, CHAMPAIGN TOWNSHIP, WILL COUNTY, ILLINOIS LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF FEDERAL-AID-INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66) AND LYING WESTERLY OF A STRAIGHT LINE INTERSECTING A POINT 1,480.00 FEET NORTH OF AND 706.15 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION WITH SAID STRAIGHT LINE ALSO INTERSECTING A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER 1,069.35 FEET EAST OF THE WEST LINE OF SAID SECTION, CONTAINING 60.5 ACRES MORE OR LESS.

**TRACT NO. 4**  
 THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, CHAMPAIGN TOWNSHIP, WILL COUNTY, ILLINOIS LYING NORTH OF THE SOUTH 2,000.00 FEET OF SAID QUARTER, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF FEDERAL-AID-INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66) AND LYING WESTERLY OF A STRAIGHT LINE INTERSECTING A POINT 2,302.86 FEET NORTH OF AND 331.13 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER WITH SAID STRAIGHT LINE ALSO INTERSECTING A POINT ON THE NORTH LINE OF SAID QUARTER 1,001.35 FEET EAST OF THE NORTHWEST CORNER OF SAID QUARTER, CONTAINING 6.016 ACRES MORE OR LESS.

**TRACT NO. 5**  
 THAT PART OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, CHAMPAIGN TOWNSHIP, WILL COUNTY, ILLINOIS LYING WESTERLY OF THE EAST RIGHT-OF-WAY LINE OF FEDERAL-AID-INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66) AND LYING WESTERLY OF THE PROLONGATION NORTHEASTERLY OF A STRAIGHT LINE INTERSECTING A POINT 1,480.00 FEET NORTH OF AND 706.15 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION WITH SAID STRAIGHT LINE ALSO INTERSECTING A POINT ON THE SOUTH LINE OF SAID QUARTER 1,069.35 FEET EAST OF THE SOUTH LINE OF SAID QUARTER, CONTAINING 93.846 ACRES MORE OR LESS.

**TRACT NO. 6**  
 THAT PART OF THE NORTH 345.00 FEET OF THE SOUTH 1,145.00 FEET OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, CHAMPAIGN TOWNSHIP, WILL COUNTY, ILLINOIS LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF FEDERAL-AID-INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66) AND ALSO LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF THE ARCHISON, TOPERA AND SANTA FE RAILROAD, CONTAINING 18.006 ACRES MORE OR LESS.

R73-12899  
 FILED-RECORDERS OFFICE  
 WILL COUNTY, ILL.  
 '73 MAY -7 PM 4:26  
 Kenneth Matus  
 RECORDER  
 MICROFILMED

Exhibit B

NOTED BY ME...  
 I HAVE EXAMINED THE ORIGINAL SURVEY...  
 AND THE INSTRUMENTS...  
 AND I HAVE FOUND THEM TO BE...  
 CORRECT AND ACCURATE...  
 IN ACCORDANCE WITH THE...  
 REQUIREMENTS OF THE...  
 ILLINOIS SURVEYING ACT...  
 DATED MAY 10, 1927...  
 JAMES A. DAVIS  
 SURVEYOR

INTENT TO FILE BY REGISTRAR...  
**GEORGE REITER & ASSOCIATES**  
 LAND SURVEYING AND CIVIL ENGINEERING  
 1111 WEST WASHINGTON STREET, CHICAGO, ILL.  
 CHICAGO, ILL. 60604  
 DR. JAMES DAVIS C/O CITY CLERK  
 1111 WEST WASHINGTON PLAZA, CHICAGO, ILL. 60604