

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned: Prairie Investment Corporation (hereinafter referred to as "Grantor" whether one or more), for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, grant, convey, and warrant to Midwestern Gas Transmission, a Delaware limited liability company (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 depicted on Exhibit "A" and described on Exhibit "B" attached hereto and incorporated herein

R2011087874
Receipt # T20110105304

Karen A. Stukel Will County Recorder **6P**
JD Date 09/20/2011 Time 15:09:41
Recording Fees: \$26.75
IL Rental Hang. Support Program: \$10.00

Drafted by and after recording return to:

Blair Harris
Midwestern Gas Transmission Company
3140 Neil Armstrong Blvd, Suite 208
Eagan, MN 55121

Parcel Identification Number(s):

10-34-100-003
10-34-100-005

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress to and egress from the Easement across the above-described tract of land and adjacent tracts of lands of Grantor, including subsequent divisions of said tracts, for the purposes of surveying and clearing 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 impound water upon the Easement, change the ground elevation or grade of the

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Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs 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. The location of the pipeline on the above-described tract is described in Exhibit "B" and depicted on Exhibit "A" attached hereto and made a part hereof; however, the exact location of the Easement conveyed hereby shall be determined by the survey of Grantee's pipeline, and shall thereupon be established as being (37.5) feet on each side of the centerline thereof.

2. 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.

3. Grantee will (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; (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.

4. 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, brush, 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.

5. 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.

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

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8. 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.

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

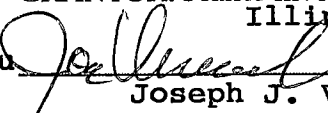
10. Grantor hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois insofar as said rights may in any way affect the purposes for which this grant is made as recited herein. Any non-titled spouse signs below as Grantor for the purposes of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and under all applicable marital property laws.

11. 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.

12. 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 26th day of August, 2011.

GRANTOR: Prairie Investment Corporation, an
Illinois Corporation

By 
Joseph J. Vinachi
Title: President
Print Name

STATE OF Illinois)
)SS
COUNTY OF Will)

I, the undersigned, a Notary Public in and for said state aforesaid, do hereby certify that Joseph J. Vinachi appeared before me this day in person and acknowledged that said person signed and delivered this instrument as his/her free and voluntary act and deed.

Given under my hand and seal on this 26th day of August, 2011

SEAL



Barbara J. Hinz
Barbara J. Hinz
Notary Public, State of Illinois
My commission expires: 5/21/12

EXHIBIT A PLAT OF EASEMENT

THIS PLAT OF EASEMENT IS MADE THIS 15th DAY OF MARCH, 2011, by and between RUI Ruediger, Towner & Associates, Inc., a corporation organized under the laws of the State of North Dakota, and the State of North Dakota, as the Grantor, and the State of North Dakota, as the Grantee.

WHEREAS, the Grantor owns certain land in the County of Grand Forks, State of North Dakota, as more fully described in the accompanying plat of survey;

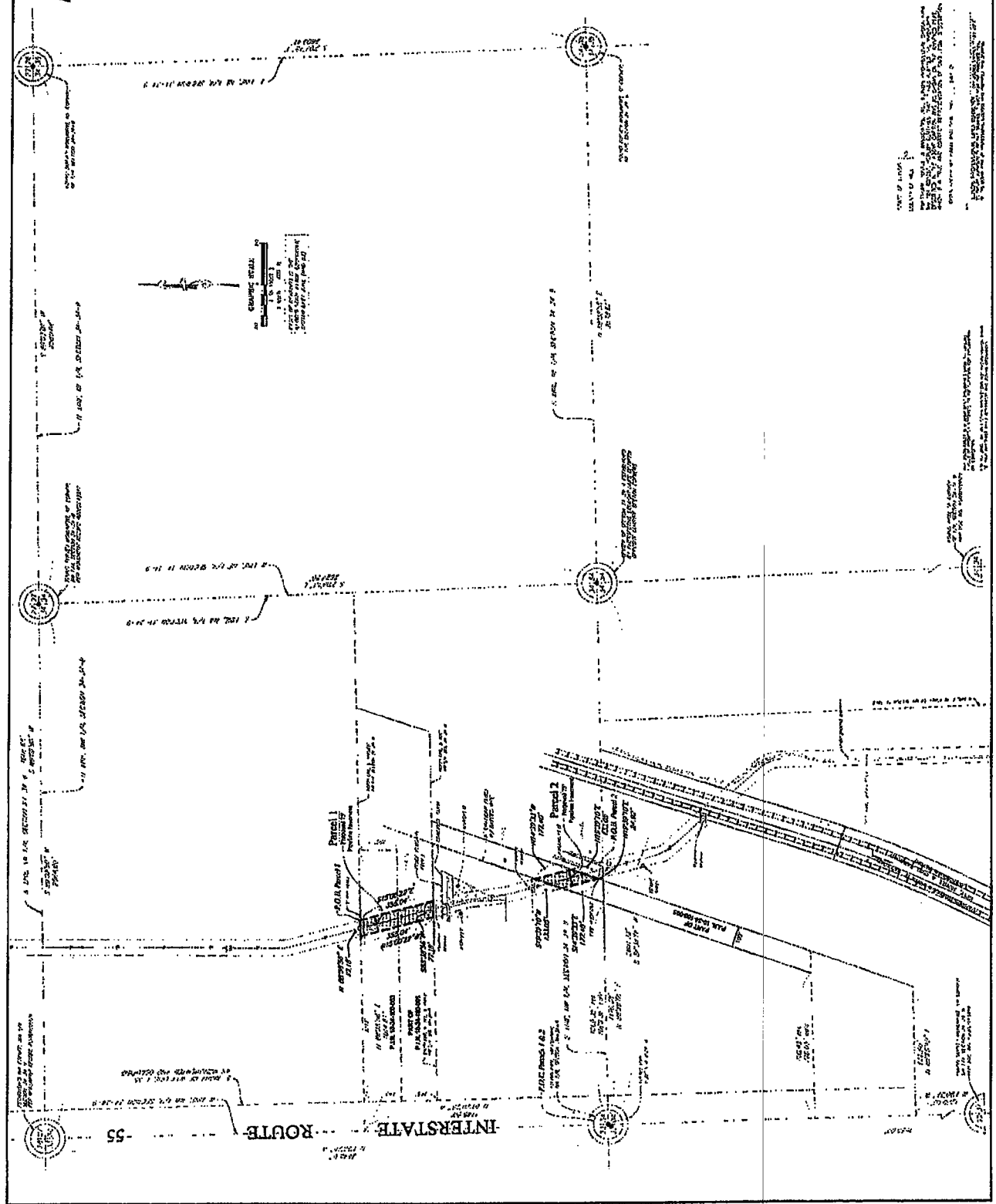
AND WHEREAS, the Grantor desires to grant to the Grantee an easement in and to the above-described land for the purpose of providing access to the public road system of the State of North Dakota;

AND WHEREAS, the Grantee is a public entity and the easement is for a public purpose;

THE PARTIES HERETO HAVE AGREED TO the following terms and conditions:

- 1. The easement shall be in and to the above-described land for the purpose of providing access to the public road system of the State of North Dakota.
- 2. The easement shall be for the use and benefit of the public.
- 3. The easement shall be for a term of years to be determined by the Grantee.
- 4. The easement shall be subject to the following conditions:

RUI Ruediger, Towner & Associates, Inc.	
Attorneys at Law	
1001 12th Street, Grand Forks, ND 58201	
Phone: (701) 775-1111	
Fax: (701) 775-1112	
E-mail: info@rui-ra.com	
www.rui-ra.com	
STATE OF NORTH DAKOTA	
COUNTY OF GRAND FORKS	
TOWNSHIP OF GRAND FORKS	
SECTION 30	
RANGE 102E	
TOWNSHIP 10N	
PLAT OF EASEMENT	
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STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS
TOWNSHIP OF GRAND FORKS
SECTION 30
RANGE 102E
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EXHIBIT B**LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF THE NORTH 345 FEET OF THE SOUTH 1145 FEET OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A STRIP OF LAND 75 FEET IN WIDTH DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREE 20 MINUTES 26 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 1145.00 FEET TO THE NORTH LINE OF THE SOUTH 1145.00 FEET OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 56 SECONDS EAST, ON SAID NORTH LINE, 1014.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 15 DEGREES 00 MINUTES 22 SECONDS EAST, 355.04 FEET TO THE SOUTH LINE OF THE NORTH 345 FEET OF THE SOUTH 1145.0 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, 77.18 FEET; THENCE NORTH 15 DEGREES 00 MINUTES 22 SECONDS WEST, 355.04 FEET TO THE NORTH LINE OF THE SOUTH 1145.0 FEET OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 56 SECONDS EAST, ON SAID NORTH LINE, 77.18 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.611 ACRE, MORE OR LESS.

PARCEL 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A STRIP OF LAND 75 FEET IN WIDTH DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 56 SECONDS EAST, ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1176.38 FEET; THENCE NORTH 19 DEGREES 39 MINUTES 10 SECONDS EAST, ON THE PROLONGATION OF A STRAIGHT LINE INTERSECTING A POINT 1200.00 FEET NORTH OF AND 622.90 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 34 WITH SAID STRAIGHT LINE ALSO INTERSECTING THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1176.38 FEET EAST OF THE WEST LINE OF SAID SECTION 34 A DISTANCE OF 24.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 19 DEGREES 39 MINUTES 10 SECONDS EAST, ON SAID PROLONGATION, 133.05 FEET; THENCE NORTH 14 DEGREES 39 MINUTES 33 SECONDS WEST, 177.40 FEET TO THE PROLONGATION OF A STRAIGHT LINE INTERSECTING A POINT 1680.00 FEET NORTH OF AND 700.45 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, 1069.35 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH 19 DEGREES 39 MINUTES 10 SECONDS WEST, ON SAID PROLONGATION, 133.05 FEET; THENCE SOUTH 14 DEGREES 39 MINUTES 33 SECONDS EAST, 177.40 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 0.305 ACRE, MORE OR LESS.

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