

PIPELINE EASEMENT

R/W No. NB-ML-49
County LANCASTER
State NEBRASKA

That the Undersigned Carl A. Mortensen, a widower, by Robert L. Mortensen, his Attorney-in-Fact

whether one or more, hereinafter called the "Grantor" being the owner of, or having an interest in, land situated in the County of Lancaster State of Nebraska, more fully described below, for the payment of Ten and no/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto MINNEGASCO INC., a Minnesota corporation, having its principal office at 201 South 7th Street, Minneapolis, Minnesota 55402 hereinafter referred to as "Grantee," and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain, operate, inspect, repair, replace or remove a pipeline, and appurtenances thereto, on, under, across and through a strip of land sixty-six (66) feet in width across the following described tract of land, to-wit:

Lot 30 of Irregular Tracts in the E 1/2 NW 1/4, Lot 29 of Irregular tracts in the NE 1/4 and W 1/2 SE 1/4 all in Section 14, T9N, R7E of the 6th P.M., Lancaster County, Nebraska

together with the right to utilize additional land in the above described tract at road crossings or areas with unusual construction problems where additional temporary work space may be utilized.

To Have and To Hold unto said Grantee, its successors and assigns, together with the right of ingress to and egress from said strip of land across the above described tract of land for the purposes of constructing, operating, inspecting, repairing, maintaining, replacing or removing the pipeline and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip for agricultural purposes; provided, however, that Grantor shall neither construct nor permit to be constructed any building, structure or other improvement upon the easement strip which would directly interfere with Grantee's exercise of the rights hereby conveyed, including access to the easement strip, and the safe operation of its pipeline.

As further consideration for the payments made and to be made by Grantee hereunder, Grantor further states and agrees:

1. That during construction the Grantee will bury all line pipe to provide a minimum cover of 42 inches except in rock where a minimum cover of 30 inches will be provided.

2. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, or other property of Grantor caused by the construction, inspection, repair, replacement, removal, maintenance or operation of the Grantee's facilities on Grantor's land described above; provided, however, that the Grantee shall have the right (without liability for damages) from time to time after initial construction of the pipeline to reclear the right-of-way by cutting and removing therefrom trees, brush and other obstructions that may in Grantee's judgment, interfere with Grantee's use of the easement strip hereunder.

3. That Grantee will restore the surface of all disturbed areas on Grantor's said land to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged portions of all drainage or irrigation systems; the damage to which shall have been occasioned by the construction, maintenance, operation, repair, inspection, replacement or removal of said pipeline under and through the above-described land.

4. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

5. That the rights of the Grantee hereunder may be assigned in whole or in part.

6. That Grantor represents that the above described tract is rented to Robert Mortensen for a period beginning Jan 1st, 19 89 and ending Jan 1, 19 90

7. This instrument incorporates and describes all of the grants, undertakings, conditions and considerations of the parties. Grantor, in executing and delivering this instrument, represents that he has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as are set forth herein. Exhibit A shall be deemed a part hereof.

This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 31st day of August, 19 89

Carl A. Mortensen
by Robert L. Mortensen, Attorney-in Fact

506-48-0402
S.S. # or Tax I.D. #

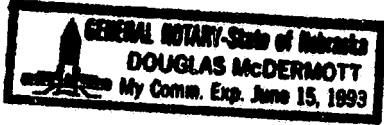
INDIVIDUAL/JOINT ACKNOWLEDGMENT

STATE OF NEBRASKA, County of Lancaster, ss.

The foregoing instrument was acknowledged before me this 31st day of August, 19 89, by Robert L. Mortensen, ATTORNEY-IN-FACT FOR
CARL A. MORTENSEN.

(SEAL)

Douglas McDermott
Notary Public



INDIVIDUAL/JOINT ACKNOWLEDGMENT

STATE OF NEBRASKA, County of _____, ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____.

(SEAL)

Notary Public

INDIVIDUAL/JOINT ACKNOWLEDGMENT

STATE OF NEBRASKA, County of _____, ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____.

(SEAL)

Notary Public

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEBRASKA, County of _____, ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____, President of _____, on behalf of the corporation,

(SEAL)

Notary Public

EXHIBIT "A"

RIDER ATTACHED TO AND MADE A PART OF PIPELINE EASEMENT DATED August 31, 1989
between Minnegasco, Inc. and Carl A. Mortensen, a widower, by Robert L. Mortensen, his Attorney-
in-Fact

TOPSOIL REMOVAL:

Grantee shall cause the topsoil to be removed separately for the full width of the pipe trench to a depth of 14"-16" inches or the actual topsoil depth, whichever is less, and to be replaced at the top of the backfill over the pipe trench.

ROCK CLAUSE:

Grantee shall cause all rock excavated from the pipe trench across tillable land and having a diameter of three (3) inches or more, which rock cannot be replaced in the pipe trench to a depth consistent with that of rock in adjacent lands unaffected by the pipeline construction, to be removed from the right-of-way in a reasonable manner satisfactory to the Grantor.

DRAIN TILE CLAUSE:

Grantee shall install its pipeline with a minimum of twelve (12) inches of clearance between the pipeline and any of Grantor's drainage tile within the right-of-way. Any drainage tile disturbed by the installation or repair of the pipeline will be replaced by Grantee with tile of comparable quality. All tile replaced shall be properly supported with channel iron or split pipe, and to the reasonable satisfaction of the Grantor. Grantor shall be given the opportunity to inspect said tile prior to backfilling.

Grantee must furnish approach & Gate near or on R/W along So. line of W 1/2, SE 1/4 in Sec. 14 T. 9N. R. 7W, Lancaster, County, Nebr. 16' opening

IN THE PRESENCE OF:

Douglas McDermott
Douglas McDermott

GRANTORS:

Carl A. Mortensen
Carl A. Mortensen

TENANT:

Robert Mortensen
Robert Mortensen

by *Robert L. Mortensen*
Power ATT
Robert L. Mortensen, Attorney-in-Fact

BLOCK

CODE

CHECKED
[Signature]
ENTERED
[Signature]
ENTERED
[Signature]

LANCASTER COUNTY, NEBR.

Don Gallo \$15.50
REGISTER OF DEEDS

89 SEP 12 AM 10:57

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

Notarized