

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: Atypical Title, Inc
 Issuing Office: 16 N. Mantorville Ave., Kasson, MN 55944
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.:
 Issuing Office File No.: 2023FA006
 Property Address: XXX, Byron, MN 55920
 Revision No.:

SCHEDULE A

1. Commitment Date: January 12, 2023 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA®ALTA Own. Policy (06/17/06) Policy
 Proposed Insured:
 Proposed Policy Amount:
 - (b) ALTA®ALTA Loan Policy (06/17/06) Policy
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
 Neil T. Melquist and Joyce A. Melquist, as joint tenants
5. The Land is described as follows:
 See Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
 Atypical Title, Inc

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions.

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 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Exhibit A	

Commitment No.:

The Land referred to herein below is situated in the County of Olmsted, State of Minnesota, and is described as follows:

The East 1091.00 feet of the Southeast Quarter Section 25, Township 107 North, Range 15 West, Olmsted County, Minnesota.

EXCEPTING THEREFROM:

That part of the Southeast Quarter, commencing at the southeast corner thereof for a place of beginning, thence North 16 rods, thence West 10 rods, thence South 16 rods, thence East 10 rods to the place of beginning; Section 25, Township 107 North, Range 15 West, Olmsted County, Minnesota.

Said Parcel contains 65.00 acres more or less, including the Township Road (14th Street NW) right-of-way, the County Road No. 156 right-of-way and the C.S.A.H. No. 44.

Said parcel is subject to the Township Road (14th Street NW) right-of-way easement along the southerly boundary thereof, the County Road No. 156 right-of-way along the northerly boundary thereof, the C.S.A.H. No. 44 right-of-way along easterly boundary thereof and is subject to any other easements or encumbrances of record.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.:

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date but prior to the date the Proposed Insured acquires for value the Title or Mortgage covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements, or claims of easement, not shown by the Public Records.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6.

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SCHEDULE B
(Continued)

Commitment No.:

All assessments and taxes due and payable in 2022, and thereafter.

7. Proposed assessments and taxes due and payable in 2023 are in the amount of \$6,166.00 and are unpaid. Taxes for 2022 and all prior years are paid in full.
Tax ID#: 75.25.43.086804
Property Classification: Ag-Homestead
*This parcel will be part of a split, full year taxes will need to be paid at closing.
8. Easement to Northern Gas & Pipeline Co. filed March 2, 1934 in Book 154 of Deeds Page 369.
9. Easement to Qwest Corporation filed July 29, 2003 as Document #A980900.
10. Easement to Minnesota Energy Resources Corporation filed March 22, 2018 as Document #A145440.
11. Easement to Minnesota Energy Resources Corporation filed September 5, 2018 as Document #A1456999.
12. As reflected on the survey of the property there appears to be encroachments for the fence, well and swing set on the neighboring property.

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AMERICAN
LAND TITLE
ASSOCIATION



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

I hereby certify that this document was filed in this office
on 7/29/2003 at 1:00:00 PM and was duly
recorded as document number A-980900
DANIEL J. HALL - County Recorder, by _____ Deputy.

Well Certificate: Received Not Required
Abslr. - yes no

Total \$20.00

pt



OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

I hereby certify that this document was filed in this office
on 5/22/2003 at 8:30:00 AM and was duly
recorded as document number A-969669
DANIEL J. HALL - County Recorder, by _____ Deputy.

Well Certificate: Received Not Required
Abslr. - yes no

Total \$20.00

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement
Individual(s) as Grantor

The undersigned ("Grantor") for and in consideration of \$5000.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Olmsted, State of Minnesota, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

An easement which is described in its entirety on EXHIBIT "A" which is attached hereto and by this reference made a part hereof, all of which is situated in the SE ¼ of Section 25, T 107 N, R 15 W of the 5th Principal Meridian.

The right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal shall be limited to public right of way unless permission is obtained from the Land Owner. Grantee reserves the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted. Crop damages outside of the Easement Area caused by the Grantee shall be the responsibility of the Grantee. The limits of the Easement Area shall be fenced and the fence maintained by the Grantee.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area

This Document being re-recorded to correct error in legal description

R/W

R/W # MN0500031101

Page 1 of 2

*7-28-03
Kak 520003*

Initials *MLM*

*Pete Abelson
5200 East River
Suite 308
Minneapolis, MN
55421*

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

Private Easement
Individual(s) as Grantor

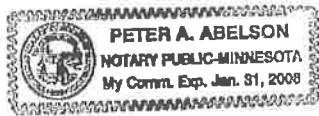
GRANTOR: (signature's) Neil T. Melquist GRANTOR: Joyce A. Melquist
Neil T. Melquist Joyce A. Melquist

STATE OF MINNESOTA.

COUNTY OF SHERBURNE

The foregoing instrument was acknowledged before me this 20 day of MAY, 2003, by Neil T. Melquist and Joyce A. Melquist, husband and wife, Olmsted County, Minnesota.

[NOTARY SEAL]



Witness my hand and official seal:

Peter A. Abelson
Notary Public

My commission expires: Jan. 31, 2006

This Instrument Drafted by:
Qwest Corporation
1801 California Street, Suite 5100
Denver, CO 80202

RECORD AND RETURN TO:
Uiteig Engineers
5201 East River Road, Suite 308
Minneapolis, MN 55421

R/W# MND50003PA01
¼ Section : SE 1/4

County : OLMSTED
Section : 25 Township : 107 N

Job : 32MB109
Range : 15 W of the 5th P.M.



ULTEIG ENGINEERS, INC.

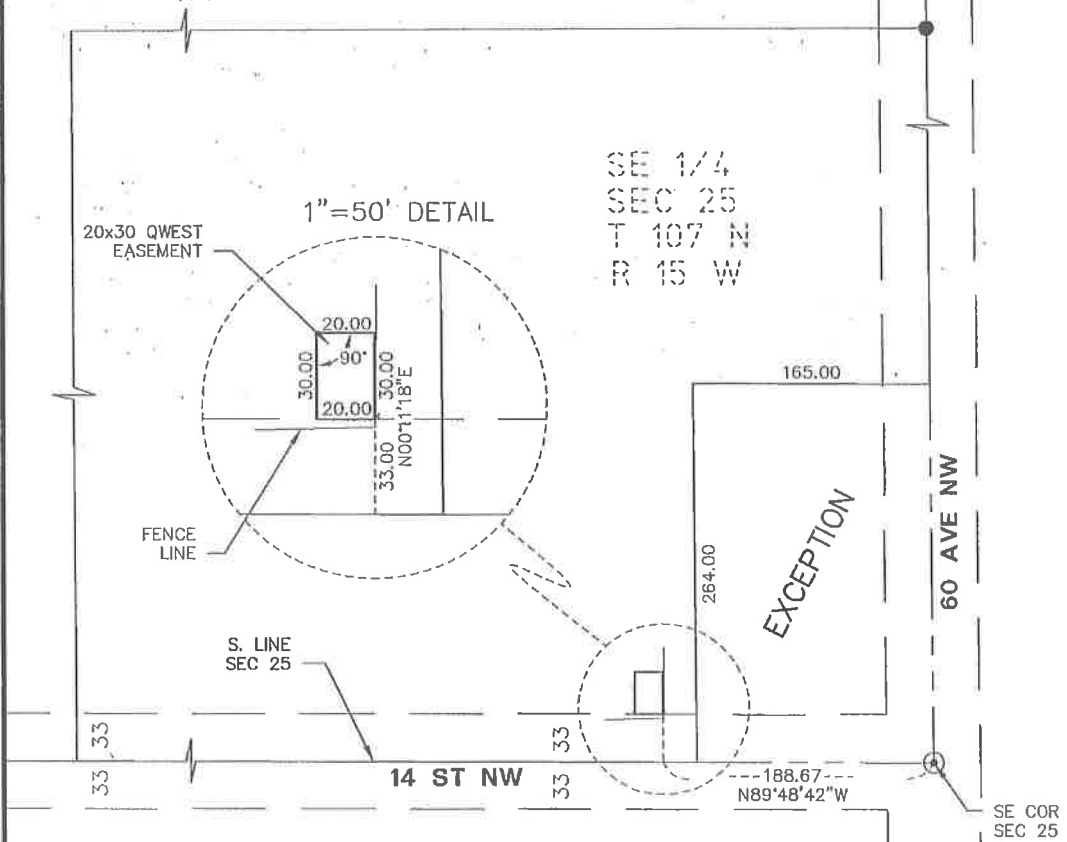
5201 EAST RIVER ROAD www.ulteig.com
SUITE 308
MINNEAPOLIS, MINNESOTA 55421
PHONE (763) 571-2500 FAX (763) 571-1168

EXHIBIT A SHEET 1 OF 2 SHEETS

Certificate of Survey for: QWEST CORPORATION
Job Number: 32MB109
Location: City of Rochester, Olmsted County, Minnesota
See sheet 2 of 2 for legal descriptions



SCALE: 1" = 100'



LEGEND

- --Denotes Monument Found
- --Denotes Monument Set
w/Cap #14889

JOB NO.: 03-7623

SEC. 25, T. 107 N., R. 15 W., 5TH PM

CO.: OLMSTED

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Walter J. Gregory

WALTER J. GREGORY

LIC. NO. 14889

DATE 7/21/03



ULTEIG ENGINEERS, INC.

5201 EAST RIVER ROAD www.ulteig.com
SUITE 308
MINNEAPOLIS, MINNESOTA 55421
PHONE (763) 571-2500 FAX (763) 571-1168

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey for: QWEST CORPORATION
Job Number: 32MB109
Location: City of Rochester, Olmsted County, Minnesota

Description of Property:

Southeast Quarter less commencing at the southeast corner thereof for a place of beginning, thence North 16 rods; thence West 10 rods, thence South 16 rods; thence East 10 rods; to the place of beginning; Seciton 25, Township 107, Range 15, Olmsted County, Minnesota.

Description of Easement:

An easement for telecommunication purposes over, under and across the herein before described property, described as follows:

Commencing at the southeast corner of Section 25; thence North 89 degrees 48 minutes 42 seconds West 188.67 feet along the south line of Section 25; thence North 00 degrees 11 minutes 18 seconds East 33.00 feet to the point of beginning for the easement to be described; thence continuing North 00 degrees 11 minutes 18 seconds East 30.00 feet; thence westerly at right angles 20.00 feet; thence southerly at right angles 30.00 feet; thence easterly at right angles 20.00 feet to the point of beginning.

Contains 600 square feet, more or less.

JOB NO.: 03-7623
SEC. 25, T. 107 N., R. 15 W., 5TH PM
CO.: OLMSTED

pt NE-SE > 25-107-15
pt NW-SE
75.25.43.035224



Doc No. A- 1445440
OFFICE OF COUNTY RECORDER
OLMSTED COUNTY, MINNESOTA

1332 MER

DOCUMENT NUMBER

I hereby certify that this document was filed in this office
for record on --March 22, 2018 2:31 PM

W. MARK KRUPSKI - Co. Recorder by deputy: ms

Well Certificate: _____ Abstract _____ Fee: \$46.00

MINNESOTA ENERGY RESOURCES
REAL ESTATE DEPT
PO BOX 19001
GREEN BAY, WI 54307-9001

GAS EASEMENT/MINNESOTA

Return to:
Minnesota Energy Resources
Corporation
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

THIS INDENTURE, made this 14th day of December 2017, between **Neil T. Melquist and Joyce A. Melquist**, husband and wife, 6241 14 Street NW, Byron, Minnesota 55920, hereinafter called "Grantor" for One and no/100 dollar (\$1.00) and other valuable consideration paid by MINNESOTA ENERGY RESOURCES CORPORATION, a Delaware Corporation, Suite 200, 1995 Rahnclyff Court, Eagan, Minnesota, 55122, its successors and assigns, hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, remove, and replace a pipeline or pipelines and all necessary and usual appurtenant equipment thereto ("Pipeline Facilities"), all for the purpose of transmitting gas across, within, and/or beneath certain easement areas ("Easement Areas") as shown on the attached Easement Exhibit, on land owned by said Grantor ("Grantor Parcel") in the **County of Olmsted, State of Minnesota**, described as follows, to-wit:

Parcel Identification Number (PIN)
75.25.43.035224

See attached Exhibit.

Also a temporary construction easement lying adjacent to the above description being more described and shown on attached Exhibit, said temporary construction easement automatically terminates following completion of the project.

Grantee will not install any appurtenances above-ground except those needed for locating and testing the constructed pipeline.

Grantee shall have the right to enter upon and cross the Grantor Parcel outside of the Easement Areas for the purpose of gaining access to the Easement Areas in the event direct access to the Easement Areas is not possible. Grantee shall notify the Grantor, when possible, before entering upon the Grantor Parcel outside of the Easement Area, except in the event of an emergency.

3-22-18
ms

Grantee shall refill any trenches in which the Pipeline Facilities are laid, promptly and properly tamp the same and restore the surface of the ground and if Grantee shall at any future time open said trenches for the purpose of repairing, renewing, or removing said Pipeline Facilities, it will, as soon as said work is done, reasonably restore the surface of the ground, and that all work performed by Grantee on said land will be performed in a proper workmanlike manner, and that during the progress of the work, Grantee will properly safeguard said trench.

Grantee shall have the right to control all brush and trees within the Easement Areas by removing, cutting, trimming, and/or other means as determined by the Grantee which in its judgment may interfere with or endanger the maintenance or operation of said Pipeline Facilities.

Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon the Easement Areas for the purpose of laying, patrolling, repairing, renewing, replacing, or removing the said facilities. Grantor warrants it is the owner of the land and has the right, without title restriction, to execute and deliver this instrument.

Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches in the Easement Area, without first securing the prior written consent of Grantee. This agreement is to insure the conformance of the use of the easement with the all applicable federal and state natural gas safety codes and Grantee's construction and operation standards. Grantor further agrees that all costs incurred through the relocation of the Pipeline Facilities to avoid such buildings, concrete structures, or other objects or to obtain proper depth of land cover shall be borne by Grantor.

Grantee shall indemnify and hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The rights conveyed to Grantee may be exercised from time to time as may be necessary and convenient to Grantee and the failure of Grantee to exercise any rights shall not limit or extinguish such rights. The rights of the Grantee shall only be extinguished or modified by written instruments executed by Grantee and filed of record in the County and State aforesaid. The laws of the State of Minnesota shall govern this easement agreement.

This easement agreement supersedes and covers all agreements and stipulations between Grantor and Grantee. No representations or statements, verbal or written, exist modifying, adding or changing the terms of this easement agreement.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

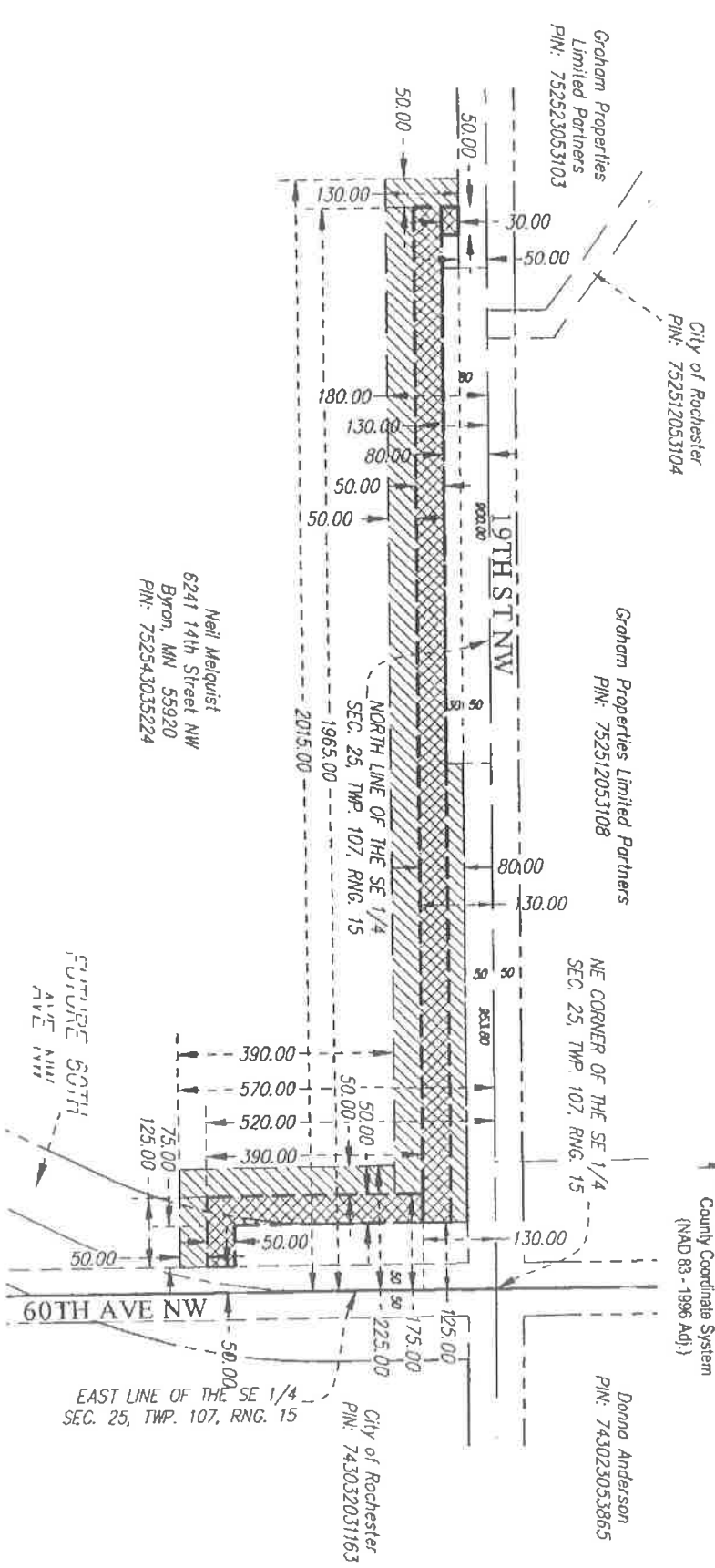
PERMANENT PIPELINE EASEMENT
116,752 sq. ft. / 2.68 Acres
TEMPORARY PIPELINE WORKSPACE
146,628 sq. ft. / 3.37 Acres

Easement Exhibit

for: MINNESOTA ENERGY RESOURCES



PT. OF THE SE 1/4
SEC. 25, T. 107, R. 15
OLMSTED COUNTY, MN



LEGEND

- DENOTES AREA OF PERMANENT PIPELINE EASEMENT
- DENOTES AREA OF TEMPORARY PIPELINE WORKSPACE
- DENOTES CENTERLINE OF EASEMENT REFERENCE LINE
- DENOTES EXISTING ROAD RIGHT OF WAY LINE
- DENOTES PROPERTY BOUNDARY LINE

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signature: Kyle J. Raddy, MN RLS 42622

Date: 11/15/2017

PERFORMANCE DRIVEN DESIGN.

LHBdesign.com

200 3rd Ave NE, Suite 101 Cambridge, MN 55008 | 763.689.4042

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Easement Exhibit

for: MINNESOTA ENERGY RESOURCES

PT. OF THE SE 1/4
SEC. 25, T. 107, R. 15
OLMSTED COUNTY, MN



PERMANENT PIPELINE EASEMENT DESCRIPTION

The West 50 feet of the East 1965 feet of the South 30 feet of the North 80 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, as measured at right angles to the north and east lines thereof.

AND

That part of the East 1965 feet of the South 50 feet of the North 130 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, lying west of the East 125 feet thereof, as measured at right angles to the north and east lines thereof.

AND

The South 390 feet of the North 520 feet of the West 50 feet of the East 175 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, as measured at right angles to the north and east lines thereof.

AND

The South 50 feet of the North 520 feet of the West 75 feet of the East 125 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, as measured at right angles to the north and east lines thereof.

TEMPORARY PIPELINE WORKSPACE DESCRIPTION

The West 50 feet of the East 2015 feet of the South 130 feet of the North 180 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, as measured at right angles to the north and east lines thereof.

AND

That part of the South 50 feet of the North 180 feet of the of the East 1965 feet Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, lying west of the East 175 feet thereof, as measured at right angles to the north and east lines thereof.

AND

That part of the South 30 feet of the North 80 feet of the East 1965 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, lying west of the East 125 feet thereof, as measured at right angles to the north and east lines thereof, and lying east of a line which is perpendicular to the north line of said Southeast Quarter and running south from a point on said north line which is 953.8 feet west of the northeast corner of said Southeast Quarter, as measured along said north line.

AND

The West 50 feet of the East 225 feet of the South 390 feet of the North 570 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, as measured at right angles to the north and east lines thereof.

AND

The South 50 feet of the North 570 feet of the West 125 feet of the East 175 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, as measured at right angles to the north and east lines thereof.

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signature:

Kyle J. Roddy, MN RLS 42622

Date: 11/15/2017



PERFORMANCE
DRIVEN DESIGN.

LHBepp.com

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PT-SW-SE } 25-107-B
P-SE-SE }
75.25.43.035224



Doc No. A- 1456999
OFFICE OF COUNTY RECORDER
OLMSTED COUNTY, MINNESOTA

1466MER

DOCUMENT NUMBER

I hereby certify that this document was filed in this office
for record on --September 05, 2018 2:50 PM

W. MARK KRUPSKI - Co. Recorder by deputy: ms

Well Certificate: _____ Abstract: _____ Fee: \$46.00

HDR
701 XENIA AVE S STE 600
GOLDEN VALLEY, MN 55416

GAS EASEMENT/MINNESOTA

Return to:
Minnesota Energy Resources
Corporation
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

THIS INDENTURE, made this 28 day of Aug 5th, 2018 between Neil T. Melquist and Joyce A. Melquist, husband and wife, 6241 14 Street NW, Byron, Minnesota 55920, hereinafter called "Grantor" for One and no/100 dollar (\$1.00) and other valuable consideration paid by MINNESOTA ENERGY RESOURCES CORPORATION, a Delaware Corporation, 2685 145th Street West, Rosemount, Minnesota, 55068, its successors and assigns, hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, remove, and replace a pipeline or pipelines and all necessary and usual appurtenant equipment thereto ("Pipeline Facilities"), all for the purpose of transmitting gas across, within, and/or beneath certain easement areas ("Easement Areas") as shown on the attached Easement Exhibit, on land owned by said Grantor ("Grantor Parcel") in the County of Olmsted, State of Minnesota, described as follows, to-wit:

Parcel Identification Number (PIN)
75.25.43.035224

See attached Exhibit "A".

Grantee shall have the right to enter upon and cross the Grantor Parcel outside of the Easement Areas for the purpose of gaining access to the Easement Areas in the event direct access to the Easement Areas is not possible. Grantee shall notify the Grantor, when possible, before entering upon the Grantor Parcel outside of the Easement Area, except in the event of an emergency.

Grantee will not install any appurtenances above-ground except those needed for locating and testing the constructed pipeline.

Grantee shall refill any trenches in which the Pipeline Facilities are laid, promptly and properly tamp the same and restore the surface of the ground and if Grantee shall at any future time open said trenches for the purpose of repairing, renewing, or removing said Pipeline Facilities, it will, as soon as said work is done, reasonably restore the surface of the ground, and that all work performed by Grantee on said land will be performed in a proper workmanlike manner, and that during the progress of the work, Grantee will properly safeguard said trench.

Grantee shall have the right to control all brush and trees within the Easement Areas by removing, cutting, trimming, and/or other means as determined by the Grantee which in its judgment may interfere with or endanger the maintenance or operation of said Pipeline Facilities.

HDR 9-5-18
701 Xenia Ave S
Ste 600
Golden Valley MN
55416
ms

Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon the Easement Areas for the purpose of laying, patrolling, repairing, renewing, replacing, or removing the said facilities. Grantor warrants it is the owner of the land and has the right, without title restriction, to execute and deliver this instrument.

Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches in the Easement Area, without first securing the prior written consent of Grantee. This agreement is to insure the conformance of the use of the easement with the all applicable federal and state natural gas safety codes and Grantee's construction and operation standards. Grantor further agrees that all costs incurred through the relocation of the Pipeline Facilities to avoid such buildings, concrete structures, or other objects or to obtain proper depth of land cover shall be borne by Grantor.

Grantee shall indemnify and hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The rights conveyed to Grantee may be exercised from time to time as may be necessary and convenient to Grantee and the failure of Grantee to exercise any rights shall not limit or extinguish such rights. The rights of the Grantee shall only be extinguished or modified by written instruments executed by Grantee and filed of record in the County and State aforesaid. The laws of the State of Minnesota shall govern this easement agreement.

This easement agreement supersedes and covers all agreements and stipulations between Grantor and Grantee. No representations or statements, verbal or written, exist modifying, adding or changing the terms of this easement agreement.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

WITNESS the hand and seal of the Grantor the day and year first above written.

Neil T. Melquist
Neil T. Melquist

Joyce A. Melquist
Joyce A. Melquist

STATE OF MINNESOTA)
COUNTY OF Olmsted)SS

Personally came before me this 20th day of August, 2018, the above-named
Neil T. Melquist and Joyce A. Melquist, known to me to be the Grantor(s) who executed the foregoing
instrument and acknowledged the same.



Sign Name Karrah Marie Anderson

Notary Public, State of Minnesota
My Commission expires: 01/31/2020

This instrument drafted by: LFOshesky
MINNESOTA ENERGY RESOURCES CORPORATION
700 N. Adams Street, Green Bay, WI 54301

PT. OF THE SE 1/4
SEC. 25, T. 107, R. 15
OLMSTED COUNTY, MN

Exhibit A

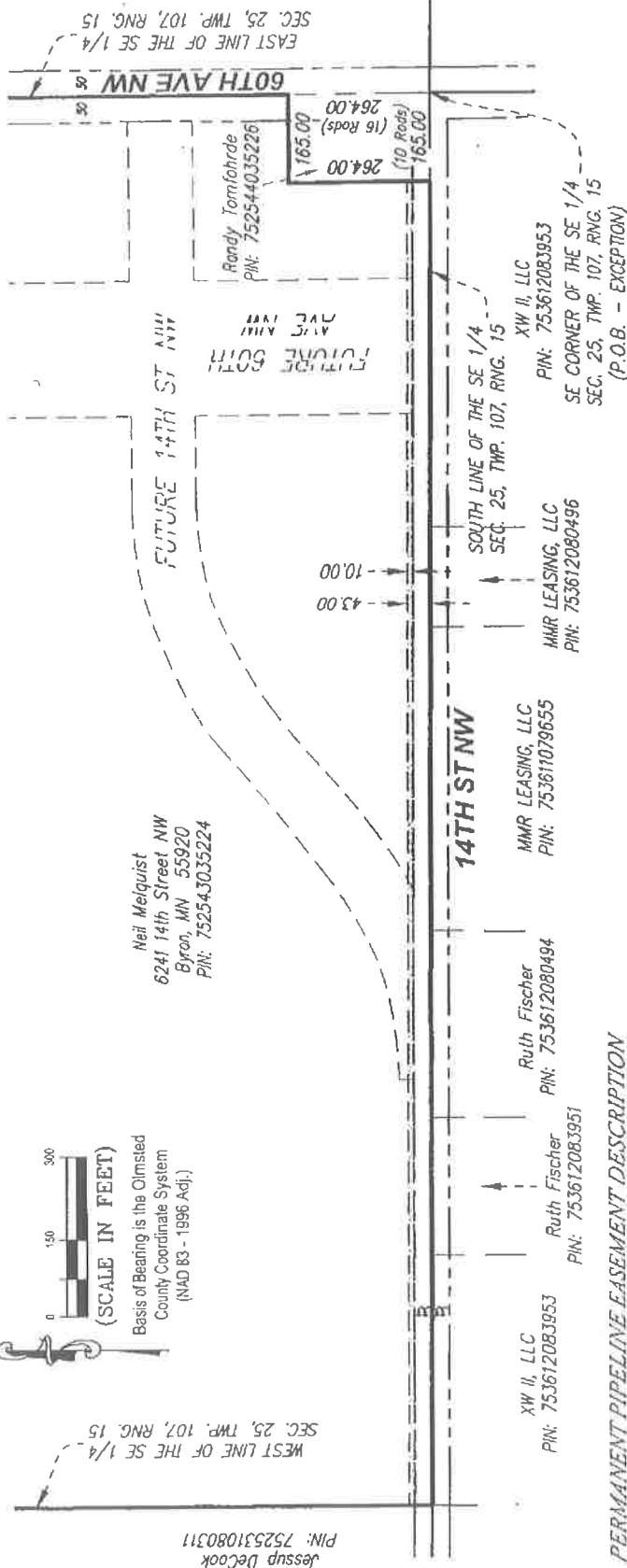
for: MINNESOTA ENERGY RESOURCES



PERMANENT EASEMENT
24,797 sq.ft. / 0.57 Acres



Basis of Bearing is the Olmsted
County Coordinate System
(NAD 83 - 1996 Adj.)



PERMANENT PIPELINE EASEMENT DESCRIPTION

That part of the North 10 feet of the South 43 feet of the Southeast Quarter of Section 25, Township 107, Range 15, Olmsted County, Minnesota, as measured at right angles to the south line thereof, EXCEPTING THEREFROM all that part of said North 10 feet of the South 43 feet lying within the following described parcel:

Commencing at the southeast corner of said Southeast Quarter; thence North 16 Rods; thence West 10 Rods; thence South 16 Rods; thence East 10 Rods to the place of beginning and there terminating.

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PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

324 Cornfield St. South | Cambridge, MN 55002 | 763.688.4042

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signature: 
Kyle J. Robby, MN RLS #2627

Date: 8/7/2018

- LEGEND**
-  DENOTES AREA OF PERMANENT PIPELINE EASEMENT
 -  DENOTES EXISTING ROAD RIGHT OF WAY LINE
 -  DENOTES PROPERTY BOUNDARY LINE