

GAS EASEMENT/MINNESOTA

1457MER

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

Parcel Identification Number (PIN)
13.30.04071

THIS INDENTURE, made this _____ day of _____, between, **Hubbard County**, 101 Crocus Hill St. Park Rapids, MN 56470, hereinafter called "Grantor" for One and no/100 dollar (\$1.00) and other valuable consideration paid by **MINNESOTA ENERGY RESOURCES CORPORATION**, a Delaware Corporation, 1995 Rahncliff Court, Eagan, MN 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, all for the purpose of transmitting gas upon, over, across, within, and/or beneath certain easement areas as shown below, or on the attached Exhibit "A", on land owned by said Grantor in the **City of Park Rapids, County of Hubbard, State of Minnesota**, described as follows, to-wit:

Part of the Parcel described in Hubbard County Register of Deeds as part of the South Transfer Station, being part of the North One-Half of the Southwest Quarter (N-1/2-SW1/4) of Section 30, Township 140 North, Range 34 East, more particularly described as follows:

See the **attached Exhibit "A"**.

Grantee shall have the right to access Grantor's property outside of the easement area for the purpose of gaining access to the easement area in the event direct access to the easement area is not possible. Grantee shall notify Grantor, when possible, before accessing Grantor's property, except in the event of an emergency.

Grantee shall refill any trenches in which said gas lines 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 gas lines, 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 area by 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 gas facilities.

Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon said strip of land 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 over any gas lines 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 standards. Grantor further agrees that all costs incurred through the relocation of said 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 pay Grantor for damage or loss, which directly arises out of the use of this easement by Grantee. However, following the initial clearing of the easement areas, Grantee shall have no liability for the subsequent removal, trimming or cutting of trees and brush from the easement areas.

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.

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

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

Hubbard County

Corporate Name

Sign Name -

Print Name and Title -

Sign Name -

Print Name and Title -

STATE OF _____)

)SS

COUNTY OF _____)

Personally came before me this _____ day of _____, _____, the above-named _____ to me known to be the Grantor(s) who executed the foregoing instrument and acknowledged the same.

Sign Name _____

Notary Public, State of _____

My Commission expires: _____

This instrument drafted by: Brenen Burningham
MINNESOTA ENERGY RESOURCES CORPORATION
700 N. Adams Street, Green Bay, Wisconsin, 54301

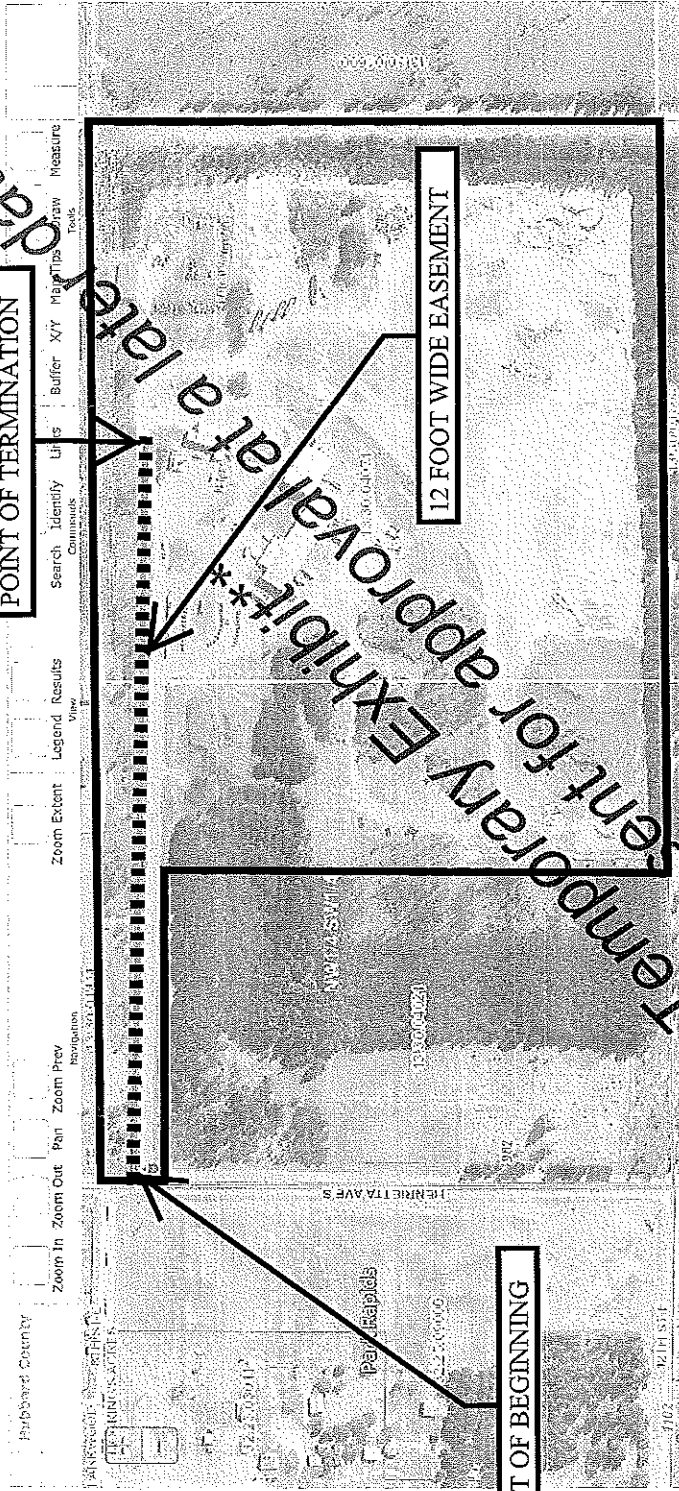
Date	County	Municipality	Site Address	Parcel Identification Number
July 22, 2018	Hubbard	City of Park Rapids	812 Henrietta Ave S	13.30.04071
Real Estate No.	WPSC District	WR#	WR Type	IFRIS
1457MER	089	#N/A	2664801	GM
				Gas Systems-Non Flat Rate

EXHIBIT "A"

NOT TO SCALE

FOR REFERENCE ONLY

Interactive Map



POINT OF BEGINNING

12 FOOT WIDE EASEMENT

POINT OF TERMINATION

****Temporary Exhibit will be sent for approval at a later date****

10000 county
Pack Rapid Train Station
1220 easement
Epsom

NORTH

Scale 1: 4514

X: -10579724.7725

Y: 5928145.5928

<http://gis.co.hub.../Link/fste/index.aspx>

5/17/2018

****Final Exhibit will be sent for approval at a later date****