

Doc. No. A 1009619

OFFICE OF THE COUNTY RECORDER
WRIGHT COUNTY, MINNESOTA

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Check #: 750263 Fee: \$ 46.00
Payment Code 02
Addl. Fee

Larry A. Unger, County Recorder

Tract # MN-WR-046.000

RIGHT OF WAY GRANT

STATE OF MINNESOTA
COUNTY OF WRIGHT

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of **ONE THOUSAND ONE HUNDRED FIFTY-FIVE AND 00/100 (\$1,155.00)**, and other good and valuable consideration, (receipt of which is hereby acknowledged), and the further consideration of \$ **4,621.00** (the "Additional Payment") to be paid as set forth below, **THE SPERR FAMILY TRUST BY AGREEMENT DATED NOVEMBER 20, 2003, ARLAND W. SPERR AND VIOLA C. SPERR, TRUSTORS AND/OR TRUSTEES** (hereafter referred to as "Owner" whether one or more), does hereby grant and convey unto **Minnesota Pipe Line Company** (hereafter referred to as "Company"), a Delaware corporation duly authorized to transact business in the State of Minnesota, with an address of P.O. Box 64596, St. Paul, MN 55164, its successors and assigns, the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, abandoning, relocating, removing and relaying a pipeline, from time to time, along the route fifty (50') feet in width depicted in Exhibit A, attached hereto and made apart hereof, together with such above or below ground valves, security fencing, markers, fittings, meters, corrosion control devices, wires, cables and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of oil, gas, petroleum or any of their products, with the right of ingress and egress to and from the same, on, over and through certain land situated in Wright County in the State of Minnesota, to wit:

Being a certain parcel of land located in Section 27, Township 118N, Range 28W as described in a Quit Claim Deed from Arland W. Sperr and Viola C. Sperr to The Sperr Family Trust dated 11/20/2003 and recorded in the Recorder's Office of Wright County as a Document #A 886-89 less and except any conveyances heretofore made in the Recorder's Office of Wright County, Minnesota.

Prior to the commencement of the actual construction of the pipeline contemplated hereby, Company shall pay to Owner the Additional Payment, which sum, together with the consideration recited above, shall constitute the full consideration for the rights granted herein, it being understood and agreed, however, that Company is not obligated to construct said pipeline hereunder or to make the Additional Payment unless it shall elect to do so. In the event the Additional Payment is not made to Owner prior to the expiration of five (5) years from the date hereof, this Right of Way Grant shall terminate. Company is hereby granted the right to enter upon said described premises for survey purposes and other actions in preparation of construction prior to and without any obligation to make the Additional Payment. The Additional Payment shall be deemed to have been made when placed in the U.S. Mail, postage pre-paid and addressed to Owner at the following address: **10008 Peyton Ave. SW, Cokato, MN 55321.**

THE OWNER ACKNOWLEDGES THAT HE/SHE UNDERSTANDS THAT ALL PERMITS REQUIRED TO PERMIT THE CONSTRUCTION OF THE INITIAL PIPELINE CONTEMPLATED HEREBY MAY NOT HAVE BEEN OBTAINED AT THE TIME OF THE GRANTING OF THIS RIGHT OF WAY GRANT AND THAT THE PERMITS, AS ACTUALLY ISSUED, MAY NECESSITATE THE CONSTRUCTION OF THE PIPELINE ALONG A ROUTE DIFFERENT FROM THAT DEPICTED ON EXHIBIT A. IN THE EVENT THAT A DIFFERENT ROUTE IS REQUIRED AS A RESULT THEREOF, OWNER AND COMPANY WILL MUTUALLY AGREE, IN GOOD FAITH, UPON THE ACTUAL ROUTE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

TO HAVE AND TO HOLD unto Company, its successors and assigns, until this Right of Way Grant or any one or more of the rights or privileges granted herein are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised or useful to Company, its successors and assigns, with ingress and egress to and from the same.

Owner shall have the right to fully use and enjoy the said premises to the extent consistent with the rights granted herein and except for the purposes granted herein to the said Company which hereby agrees to bury all pipe so as to comply with law and regulations applicable at the time of construction and to pay any damages which may arise to crops, or fences from the construction, maintenance and operation of said pipeline except as otherwise provided herein.

Owner agrees to not build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure (including, but not limited to, concrete, wood, brick or stone fencing) nor impound any water within said right of way after such pipeline has been constructed by Company. Company shall have the right to use additional workspace alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at

any time to clear and keep cleared said right of way of any trees, shrubs, brush and shall not be obligated to compensate the Owner for the removal of any such trees, shrubs or brush.

The terms and conditions of the Agricultural Impact Mitigation Plan ("AIMP") developed in consultation with the Minnesota Department of Agriculture in conjunction with Company's application for a Routing Permit submitted to the Minnesota Public Utilities Commission for the pipeline contemplated by this Right of Way Grant are incorporated herewith by reference but not attached to the extent not conflicting with the terms and conditions of this Right of Way Grant or other agreement or understanding between Owner and Company. Company will indemnify Owner, its heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, (including, but not limited to, crop loss, repairs to irrigation systems and tile, real and personal property damages) costs, losses, and reasonable expenses resulting from or arising out of the construction of such the pipeline contemplated by this Right of Way Grant, including damage to such pipeline or any of its appurtenances and the leaking of its contents, to the extent arising from the violation by Company or its contractors of the construction standards required by the AIMP to the extent such standards are applicable under the terms and conditions of this Right of Way Grant except where such claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of Owner, its contractors, heirs, successors, legal representatives, and assigns.

Owner does hereby bind itself to warrant and forever defend all and singular the premises unto Company its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof and specifically covenants to indemnify Company against claims of tenants on the above described lands.

All covenants, warranties, agreements, rights and obligations herein contained shall be deemed to be running with the land and shall extend to and be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto and may be assigned, in whole or in part, from time to time.

It is hereby understood that the party securing this grant on behalf of Company is without authority to make any covenant or agreement not herein expressed; specifically, for emphasis only and not by way of limitation, it is understood that no representation, agreement, guarantee or inducement has been made to Owner with respect to consideration paid or to be paid to any other person, corporation or entity.

WITNESS the execution hereof this 7 day of April, A.D. 2006.

OWNERS:

WITNESSES:

THE SPERR FAMILY TRUST DATED NOV 20, 2003

Arland Sperr

ARLAND W. SPERR

Ben Hemeny 4/6/06

Viola C. Sperr

VIOLA C. SPERR

Ben Hemeny 4/6/06

ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Wright

This instrument was acknowledged before me on 7th day of April, 2006
by Arland W. Sperr (Trustee)

for THE SPEER FAMILY TRUST BY AGREEMENT DATED NOVEMBER 20, 2003

Notary Public Signature: Mary Quast

Printed Name: Mary Quast

Jan 31, 2010
My Commission Expires:



ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Wright

This instrument was acknowledged before me on 7th day of April, 2006
by Viola C Sperr (Trustee)

for THE SPEER FAMILY TRUST BY AGREEMENT DATED NOVEMBER 20, 2003

Notary Public Signature: Mary Quast

Printed Name: Mary Quast

Jan 31, 2010
My Commission Expires:



This instrument was drafted by:
Minnesota Pipe Line Company - P.O. Box 64596, St. Paul, MN 55164

After recording return to:
Contract Land Staff, Inc. - 287 Marshall Road - Suite 104 - Shakopee, MN 55379

