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TRANSFER ENTERED
DEPT. OF PROPERTY TAX & PUBLIC RECORDS TORRANCE

OCT 1 1987

EASEMENT

HENNEPIN COUNTY MINN.
BY [Signature] DEPUTY

THIS AGREEMENT made October 6, 191987 by and between Paul W. and Virginia L. Boyke, husband and wife of the County of Hennepin, State of Minnesota, ("GRANTOR"), and Minnegasco, Inc., 201 South 7th Street, Minneapolis, Minnesota, 55402 a Minnesota corporation, ("GRANTEE").

1. GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to GRANTOR from GRANTEE, receipt of which is acknowledged, grants to GRANTEE, its successors and assigns, forever, an easement at all times to lay, construct, inspect, protect, operate, maintain, alter, abandon, relocate, replace, substitute and remove gas transmission or distribution pipelines or pipeline facilities ("gas facilities") and appurtenances thereto in, under and upon the following described property ("property") in the City of Orono, County of Hennepin, State of Minnesota:

The easement is described as follows:

All of Tract J, Registered Land Survey No. 1031, Files of Registrar of Titles, in and for said Hennepin County

(as shown on the attached Drawing which is incorporated by reference.)

This grant of an easement shall include the right of GRANTEE to ingress and egress to and from GRANTOR's (or its successors and assigns) property for the purpose of excavating, laying, constructing, inspecting, protecting, operating, maintaining, altering, relocating, repairing, replacing, substituting and removing the property of GRANTEE, together with the privilege of temporarily placing tools, equipment, material and dirt on the abutting property for the above listed purposes. GRANTEE also shall have the right to place signs and markers on the property as required by law or necessary in the judgment of Minnegasco to protect the interest of the public or property owner or to notify them of GRANTEE's easement, or gas facilities.

2. GRANTOR promises and warrants that it has legal and fee title to the above described premises and has the right, without title restriction, to execute and deliver this Instrument.

STATE OF MINNESOTA, COUNTY OF HENNEPIN
Certified to be a true and correct copy of the
original on file and of record in my office
JUL 30 1987
R Dan Carlson, Registrar of Titles

3. GRANTOR agrees that it will not interfere with GRANTEE's operation of its gas facilities or GRANTEE's easement rights. GRANTOR agrees that the premises shall not be encroached upon by filling, excavation, erection of buildings or permanent enclosures which would interfere with the gas facilities located therein or which would otherwise obstruct access thereto in any manner whatsoever; provided, however, that GRANTOR shall have the right to use the surface of the premises for gardens, shrubs, landscaping, curbing, gutters, sidewalks and paving, if such use by GRANTOR does not interfere with the rights given by GRANTOR to GRANTEE to use the premises for the purposes expressed in this easement. GRANTEE may remove any encroachments of GRANTOR on GRANTEE's easement and GRANTOR will be responsible for bearing the cost of any such removal. GRANTOR also agrees that other future utilities shall not be located within the easement without the advance written consent of GRANTEE, which consent shall not be unreasonably withheld.

4. GRANTOR will notify GRANTEE 7 days in advance of any excavating, drilling, blasting or similar activity to be conducted in the easement or within 10 feet thereof by GRANTOR, its agents or employees so that GRANTEE may provide GRANTOR with the specific location of the gas facilities and to allow GRANTEE to take whatever steps are necessary to protect the gas facilities.

5. GRANTEE agrees to bury all pipe associated with the gas facilities to a sufficient depth to prevent interference with the surface of the ground. GRANTEE shall at all times exercise due care and diligence to avoid injury or damage to buildings, and other personal property of the GRANTOR, and the GRANTEE shall indemnify the GRANTOR from any damage or loss arising or occurring to such property solely by reason of the operation, maintenance, relocation, replacement, substitution or removal of said gas facilities.

6. In the event that use of the gas facilities is at any time discontinued by GRANTEE, GRANTEE shall have the right, but not the duty, to enter upon the premises and remove all or any portion of the gas facilities and appurtenances which have been placed on the premises by GRANTEE.

7. The terms and provisions of this instrument shall run with the land and shall extend to and be binding upon GRANTOR, GRANTOR's heirs, legal representatives, successors, and assigns.

GRANTOR(s)

By: Paul W. Boyke
Virginia L. Boyke

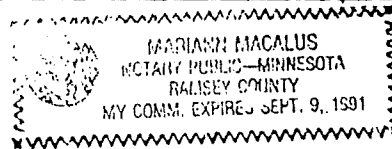
STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this 6th day of October
1987, by Paul W. and Virginia L. Boyke, HUSBAND & WIFE
Boyke

Notary Public

Marian Macalus

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss



GRANTEE

MINNEGASCO, INC.

By:

Its: Vice President

Andrew C. Olson

The foregoing instrument was acknowledged before me this 7th day of Oct,
1987, by Andrew C. Olson, Vice President
of Minnegasco, Inc., a Minnesota corporation, on behalf of the corporation.

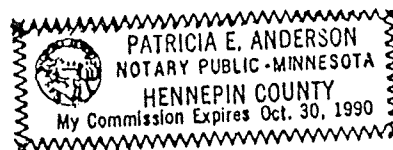
Notary Public

Patricia E. Anderson

ADDITIONAL COUNTRY RECORDER

Please mail this document subsequent
to recording to:

Steve Von Bargen
Real Estate
Minnegasco, Inc.
P.O. Box 1165
Minneapolis, MN 55440-1165



THIS INSTRUMENT WAS DRAFTED BY MINNEGASCO, INC.,
201 South Seventh Street, Minneapolis, Minnesota 55402

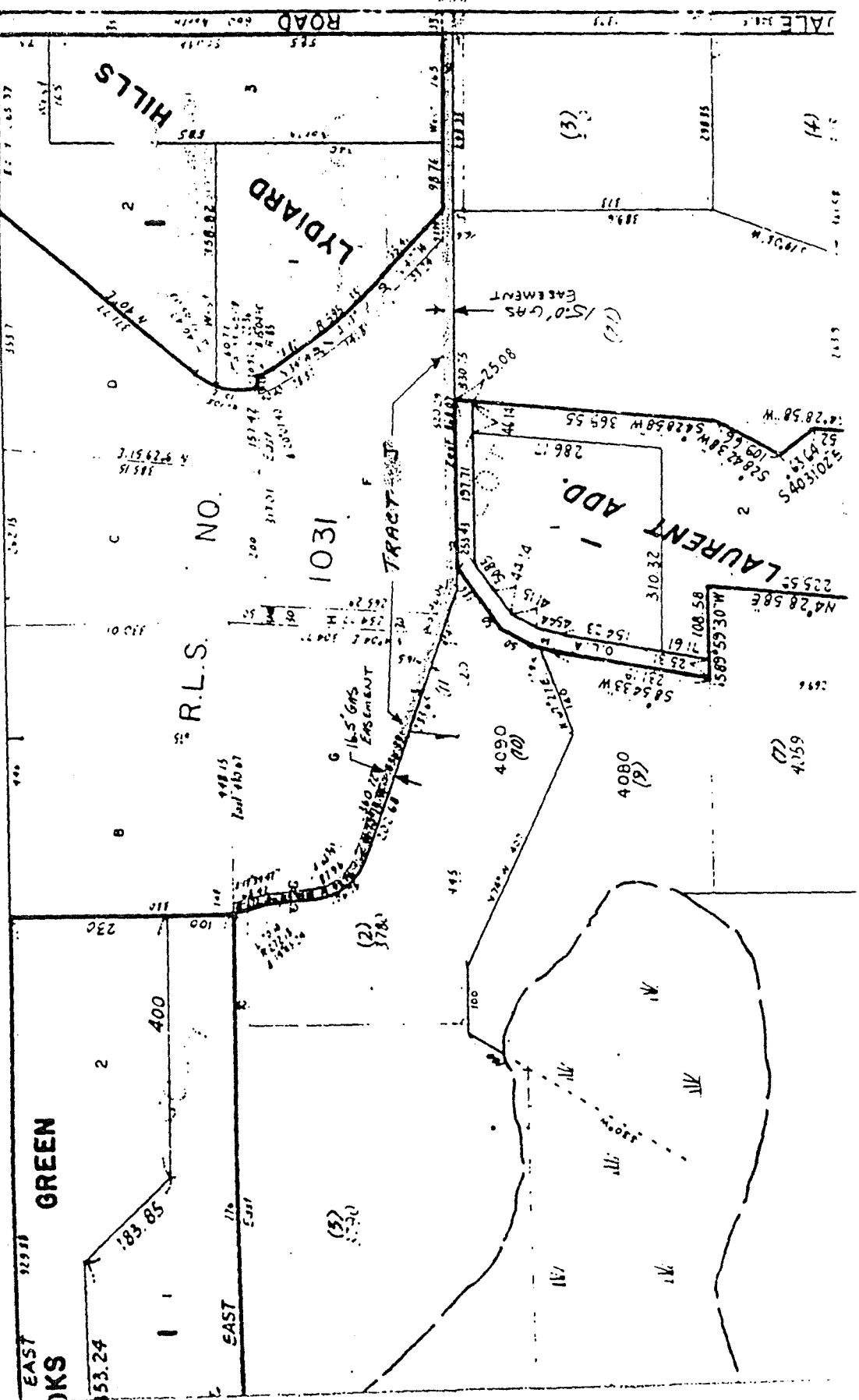
H. 23

61

1" = 200'

JAN 1987

2585.34 Area



ATTENTION COUNTRY RECORDER

Please mail this document subsequent
to recording to:

Steve Von Bergen
Real Estate
Minnesota, Inc.
P.O. Box 1165
Minneapolis, MN 55440-1165

1878490

Registered Vol 2367 Page 705560

705560

OFFICE OF THE REGISTRAR
OF TITLES
HENNINGEN COUNTY, MINNESOTA
CERTIFIED FILED ON

OCT 9-1987

9:23 AM
B. Dan Carlson
REGISTRAR OF TITLES
BY *[Signature]* DEPUTY

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