

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ANNA ZIELINSKI, a Widow hereinafter called "Grantor", whether one or more, for and in consideration of the sum of Twenty-five and no/100----- Dollars (\$ 25.00 ), the receipt of which is hereby acknowledged, does hereby grant and convey to LAKEHEAD PIPE LINE COMPANY, INC., a Delaware Corporation, whose address is 3025 Tower Avenue, Superior, Wisconsin 54881, its grantees, successors and assigns, hereinafter called "Grantee", a right-of-way and perpetual easement to construct, operate, maintain, inspect (including aerial patrol), remove, replace and reconstruct one or more pipelines together with valves, fittings, protective apparatus and all other equipment and appurtenances as may be convenient in connection therewith for the transportation of oil, other liquid hydrocarbons, and any product or by-product thereof, or any material or substance which can be conveyed through a pipeline on, over, under and across a strip of land, hereinafter referred to as the "Right-of-Way", and comprising a part of the following described land of which the Grantor warrants he is the lawful owner, situated in Adams County, State of Wisconsin, to-wit:

The Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section 17, Township 17 North, Range 7 East,

ALSO, the Southwest quarter (SW¼) of the Southwest quarter (SW¼), except four (4) acres described as the South sixteen (16) rods of the West half (W½) of the Southwest quarter (SW¼) of the Southwest quarter (SW¼) of Section 16, Township 17 North, Range 7 East, Adams County, Wisconsin

Release and disclaimer received and issued the 7th day of Feb. A.D. 1969 at 3:30 o'clock A.M. in Vol. 169 of Records, pages 151-152, Doc # 208808.

Mildred Benkowski, Register

hereinafter referred to as the "Said Lands," together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with its efficient operation and patrol. The Grantor further grants the Grantee the right of ingress and egress to and from the Right-of-Way over the Said Lands for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted, together with the right to use such of the Said Lands immediately adjacent to each side of the Right-of-Way as is reasonably required during construction.

The Right-of-Way shall be selected by the Grantee and shall be ascertained as follows:

That portion of the Said Lands being a strip of land not more than eighty (80) feet in perpendicular width and lying between lines parallel to and situate sixty (60) feet to the right and twenty (20) feet to the left (going in a generally Southerly direction) from the surveyed line for the proposed pipeline or from the center line of the initial pipeline as actually laid across the Said Lands (whichever shall first occur), or adjacent thereto if neither the surveyed line nor the initial pipeline traverses the Said Lands, such parallel line or lines being extended to the boundary lines of the Said Lands so as to enclose the Right-of-Way.

The aforesaid rights and easement are granted as and from the date hereof and for so long thereafter as the Grantee desires to exercise the same on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

FIRST: The Grantee shall, on or before December 31, 1968, either complete a survey line for the proposed pipeline or construct the initial pipeline so as to define the Right-of-Way. The Grantee shall, by the date specified or prior to commencement of construction, whichever occurs first, pay to the Grantor for the rights herein granted the sum of \$ 360.50 which when added to the sum paid herewith shall be equivalent to \$ 75.00 per Acre for the portion of the Said Lands contained in the Right-of-Way, which payments shall constitute full consideration for this conveyance. Should the Grantee at any time construct more than one pipeline hereunder, it will pay to the Grantor, prior to construction of each such additional pipeline, the same consideration as is payable under this clause for the initial pipeline.

SECOND: In the event Grantee shall elect not to complete the survey or commence construction of the initial pipeline and make the payment, all as provided in Clause FIRST, by the date specified, this grant and all rights and obligations provided herein shall terminate and Grantee shall, if requested, record in the appropriate office a release hereof.

THIRD: The Grantee shall, at the time of construction, bury said pipelines at a sufficient depth through cultivated lands so that they will not interfere with ordinary cultivation, and also pay for damage to crops, fences, timber and other existing improvements which may arise from the exercise of the rights herein granted. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the Grantor, one by the Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by the Grantor and the Grantee.

FOURTH: The Grantor shall have the right to full use and enjoyment of the Right-of-Way except as the same may be necessary for the purposes herein granted to the Grantee; provided that the Grantor shall not, without the prior written consent of the Grantee, carry on any excavation, installation, construction or other activity over, on or under the Right-of-Way such as to interfere with the rights herein granted.

FIFTH: The Grantee shall have the right to assign and mortgage this agreement and the easement herein granted in whole or in part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SIXTH: This agreement including all the covenants and conditions herein contained shall be construed as creating a right-of-way and easement appurtenant to property owned by the Grantee and shall extend to, be binding upon, and inure to the benefits of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 18th. day of October 19 67

Signed sealed and delivered in the presence of

Richard M. Rutledge  
Richard M. Rutledge

Anna Zielinski (Seal)  
ANNA ZIELINSKI

Noble E. Trigg  
Noble E. Trigg

(Seal)

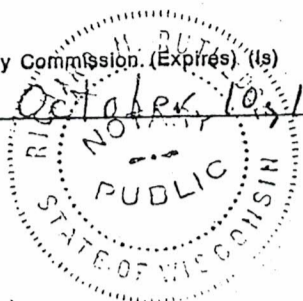
STATE OF WISCONSIN }  
COUNTY OF Adams } ss.

On this the 18th day of October, 1967, before me, Richard M. Rutledge, the undersigned officer personally appeared Anna Zielinski, a widow known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My Commission (Expires) (Is)

October 10, 1971



Richard M. Rutledge  
Richard M. Rutledge

Notary Public

Adams County, Wis.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My Commission (Expires) (Is)

Notary Public

\_\_\_\_\_ County, Wis.

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged to be the \_\_\_\_\_, a corporation, and that \_\_\_\_\_, as such \_\_\_\_\_, respectively of being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by \_\_\_\_\_ as \_\_\_\_\_

In witness whereof I hereunto set my hand and official seal.

My Commission (Expires) (Is)

Notary Public

This instrument drafted by BRUCE A. CRAIG \_\_\_\_\_ County, Wis.

BECHTEL CORPORATION 303 Price Place #212 Madison, Wisconsin 53705 #3 = <u>RA</u>	Register's Office } ss Adams County, Wis. Received for record the <u>6</u> day of <u>NOV</u> A. D., 19 <u>67</u> at <u>8:30</u> o'clock <u>A. M.</u> , and recorded in Vol. <u>157</u> of <u>Records</u> , pages <u>635-636</u> <u>Michelle Redbank</u> REGISTER	TO LAKEHEAD PIPE LINE COMPANY, INC.	FROM	203475 RIGHT OF WAY AND EASEMENT GRANT
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