

416793

R/W No. W-519

LAKEHEAD PIPE LINE COMPANY, INC.

Rods

RIGHT OF WAY AND EASEMENT GRANT

Acres

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, County of Douglas, in the State of Wisconsin,

hereinafter called "Grantor", whether one or more, for and in consideration of Five and no/100

(\$5.00), Dollars cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto LAKEHEAD PIPE LINE COMPANY, INC., a Delaware Corporation of 510 Twenty-Second Avenue East, Superior, Wisconsin, hereinafter called "Grantee", its successors and assigns, a right of way and easement for the laying down, construction, operation, maintenance, inspection, patrol (including aerial patrol), alteration, removal, replacement, reconstruction and/or repair of one or more pipe lines together with all the works of the Company necessary for its undertaking, including but without limiting the generality of the foregoing, all such drips, valves, fittings, meters, scraper trap installations and other fixtures, equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation, storage and/or handling of crude petroleum, its products and derivatives, whether liquid or gaseous, gas, water, steam or any other material or substance which can be conveyed through a pipe line or any one or more of said substances over, through, upon, under and across the following described land situated in

Douglas County, State of Wisconsin, to-wit:

Lot 1247 on Seneca Street, Dubeau's Addition to Superior; Parcel Numbered Twenty-three (23), Itasca Garden Tracts

Section, Township, Range, together with the right to clear the right of way and remove or trim trees and brush, and remove other obstructions, for a sufficient distance along both sides of said pipe line so as to prevent damage or interference with its efficient operation and patrol; and together with the right of ingress and egress to and from said right of way and easement through and over said above described land for any and all purposes necessary, convenient, or incidental to the exercise by Grantee of the rights herein granted.

The said strip of land comprising the right of way and easement shall be selected by grantee and shall be ascertained as follows:

That portion of the above described property lying between lines parallel to and situate forty (40) feet to the left and twenty (20) feet to the right, (going from Superior, Wisconsin through Michigan to the St. Clair River), measured at right angles, from the center line (or tangent thereto if a curve) of the initial pipe as actually laid by Grantee in connection with its undertaking, across the said lands of Grantor or across lands adjacent to the said lands of Grantor, if the initial pipe is not actually laid on Grantor's lands, such parallel lines being extended to the boundary lines of Grantor's said property so as to enclose the right of way and easement.

Grantor covenants with Grantee that he is the lawful owner of the aforesaid lands, that he has the right and authority to make this grant, and that he will forever warrant and defend the title thereto.

TO HAVE AND TO HOLD the said right of way and easement unto said LAKEHEAD PIPE LINE COMPANY, INC., its successors and assigns.

The Grantee, by the acceptance hereof, agrees that as soon as weather and soil conditions permit and insofar as it is practicable so to do, it will bury said pipe lines so as not to interfere with the ordinary use of the surface of the land, and also to pay any damage to crops, fences and timber which may arise from laying, maintaining, operating or removing said lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three (3) disinterested persons, one (1) to be appointed by Grantor, one (1) by Grantee, its successors and assigns, and the third by the two persons aforesaid; and the award of such three (3) arbitrators or any two (2) of them, in writing, shall be final and conclusive. The cost of such arbitration shall be borne equally by Grantor and Grantee.

The Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the said right of way and easement any pit, well, foundation, pavement or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy said premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee.

The Grantor covenants that he will, if so requested by the Grantee, execute such further and other documents of title in respect of the said right of way and easement as may be requisite.

This Agreement shall be assignable by the Grantee and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 15th day of September, 1953, and in the presence of the undersigned, the County Clerk of the County of Douglas, State of Wisconsin, have executed this easement grant pursuant to, and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and by the order of the Board of Supervisors of said County, (L.S.) record in my office, on the 5th day of March, 1953, and for and on behalf of the said County of Douglas aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said Board of Supervisors, and my seal, at Superior, in said County of Douglas, this 15th day of Sept. 1953.

SIGNED, SEALED AND DELIVERED In the Presence of:

Bertha Adolphson

Bern Thompson

[Signature] (L.S.)

S. P. Gray County Clerk of Douglas County, State of Wisconsin.

INDIVIDUAL ACKNOWLEDGMENT FORM

STATE OF WISCONSIN }
COUNTY OF DOUGLAS } SS.

On this 15th day of September, 1953, before me, a Notary Public in and for Douglas County, State of Wisconsin, personally appeared S. P. Gray, and

Clerk in aforesaid, personally known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that the same as County Clerk of the County of Douglas, State of Wisconsin, for and on behalf of said County for the purposes therein mentioned.

Bertha Adolphson
Bertha Adolphson

Notary Public, Douglas County, State of Wisconsin

(Notarial Seal)

My Commission expires Jan. 17th, 1954

INDIVIDUAL ACKNOWLEDGMENT FORM

STATE OF }
COUNTY OF } SS.

On this day of 19, before me, a Notary Public in and for County, State of, personally appeared and

h, personally known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that free act and deed, and for the uses and purposes therein expressed.

Notary Public, County, State of

(Notarial Seal)

My Commission expires

Dated

416793

A.D. 19

Douglas County

-and-

LAKEHEAD PIPE LINE COMPANY, INC.

RIGHT OF WAY AND EASEMENT GRANT

Office REGISTER OF DEEDS Douglas County, Wis. } SS.

I hereby certify that the within instrument was filed in this office for record on the 15th day of September, 1953.

at 10:20 o'clock, A.M., and was duly recorded in book 236 of Pages 527.

REGISTER OF DEEDS

DEPUTY

Lakehead Pipe Line Company, Inc.

Chg. Backler Corp

Rest of F-13 V-11

CORPORATION ACKNOWLEDGMENT FORM

STATE OF }
COUNTY OF } SS.

On this day of 19, before me, a Notary Public in and for County, State of, personally appeared and

to me personally known to be, and who, being by me duly sworn, did say that they were, respectively, the President and of

the corporation described in and which executed the foregoing instrument; that the seal affixed hereunto is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged that such corporation executed said instrument, and that said instrument was and is the free act and deed of said corporation, and that they executed the same as such officers as the deed of said corporation, by its authority.

Notary Public, County, State of

(Notarial Seal)

My Commission expires