

W.O. No.: CAPGTR100010839  
Line No.: WIB 11901  
Tract No.: LA - 042

### **PIPELINE EASEMENT**

For and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter referred to as Grantor, whether one or more), hereby bargains, grants, conveys, and warrants to NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at P. O. Box 3330, Omaha, Nebraska 68103 (hereinafter referred to as Grantee), the right, privilege, and easement to construct, maintain, operate, inspect, repair, replace, protect, alter, and remove pipelines and below ground appurtenances, including cathodic protection apparatus, on, over, under, across, and through a strip of land fifty feet (50') in width across the following described land situated in the County of Lacrosse and the State of Wisconsin, to-wit:

See Exhibit "A" attached hereto  
and made a part hereof.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together, with the right of ingress to and egress from said right-of-way across the adjacent property of Grantor for the purpose of surveying and clearing the right-of-way of brush, trees, and obstructions, and for constructing, maintaining, operating, inspecting, repairing, replacing, protecting, altering, or removing the pipelines and appurtenances of Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

1. That during original construction of said pipelines or appurtenances, Grantee may utilize an additional strip of land not more than twenty-five feet (25') in width adjacent to Grantee's easement strip for temporary working space only.

2. That in the exercise of its rights hereunder, Grantee shall: (a) bury all line pipe during original construction to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided; (b) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (c) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (d) properly support each side of a contemplated fence opening by suitable post and braces before an existing agricultural fence is cut, and, where required, to provide a temporary gate; (e) repair in a good and workmanlike manner any and all existing agricultural fences and drainage and irrigation systems which are cut or damaged by Grantee; and (f) restore or pay Grantor for any damages caused by Grantee to Grantor's growing crops, grasses, landscaping, existing agricultural fences, buildings, or livestock as a result of the construction of Grantee's facilities.

3. That Grantor shall have the right to use and enjoy the surface of the right-of-way for purposes which will not interfere with the use of the right-of-way by the Grantee for any of the purposes herein above granted, it being understood that no building, structure, improvement, landscaping, or obstruction, other than ordinary and usual agricultural fences, shall be placed within or upon the right-of-way, and that there shall be no alteration of the ground surface or grade of the right-of-way, without the express written consent of the Grantee, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, landscaping, buildings, structures,

improvements, residential fences or other obstructions, though Grantee has no obligation to do so, and, after said pipelines have been installed, Grantee shall not be liable for damages caused on the right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, landscaping, buildings, structure, improvements, residential fences and other obstructions in the exercise of its rights hereunder.

4. That this instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

5. That the rights of the Grantee may be assigned in whole or in part.

6. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

**7. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED, AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.**

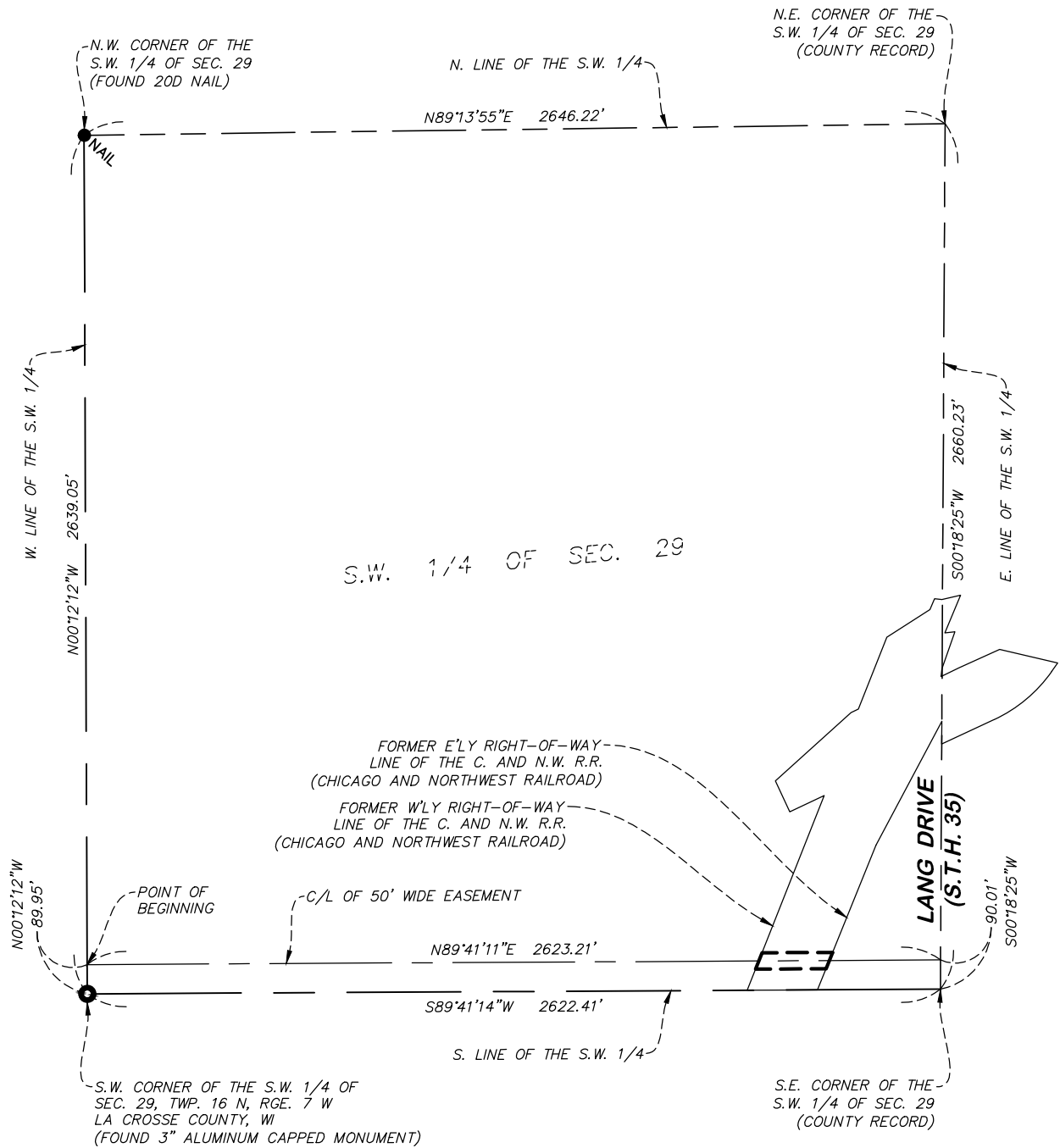
It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2026.



# EASEMENT EXHIBIT

-FOR-



## SUMMARY

### EASEMENT AREA

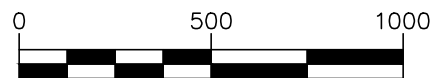
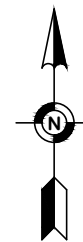
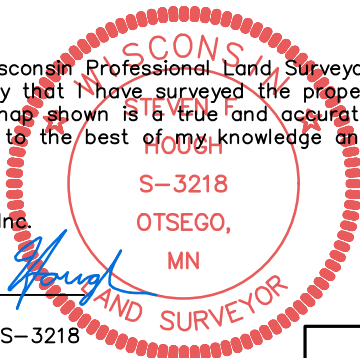
10,824 sq. ft. / 0.2485 acres

#### CERTIFICATION:

I, Steven F. Hough, Wisconsin Professional Land Surveyor of EGAN, FIELD & NOWAK, certify that I have surveyed the property depicted hereon and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Egan, Field & Nowak, Inc.

*Steven F. Hough*  
 Steven F. Hough  
 Wisconsin License No. S-3218  
 Date: April 22, 2026



SCALE IN FEET

Bearings based on NAD 83, La Crosse County, WI (WCCS) grid system



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EXHIBIT "A"  
 WB 11901  
 TOMAH BL REPLACEMENT  
 SECTION 29,  
 TOWNSHIP 16 N, RANGE 7 W,  
 LA CROSSE COUNTY, WISCONSIN



FILE NO. 01141541

SHEET 1 OF 3

# EASEMENT EXHIBIT

—FOR—



A 50-foot wide perpetual easement for pipeline purposes over, under, and across that part of the following described parcel:

PARCEL NO. 1

A parcel of land located in Government Lots 2, 3, 5, and 6 in Section 29, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, more fully described as follows:

Commencing at the South Quarter corner of said Section 29, Thence North  $0^{\circ}-48'-13''$  East, 824.26 Feet, along the North-South Quarter line of said Section 29, to the Point of Beginning. Said P.O.B. being 143.9 Feet Southeasterly, measured at right angles, from the original main track centerline of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company). Thence Northeasterly parallel to said main track centerline 190 feet, more or less. Thence South  $66^{\circ}-06'-28''$  West, 52 feet more or less to a point 90 feet from the proposed centerline of Lang Drive. Thence North  $07^{\circ}-45'-40''$  East, parallel to said centerline, 113 feet, more or less to the centerline of the former channel of the La Crosse River. Thence Northwesterly along said centerline 31 feet more or less to a point 50 feet Southeasterly measured at right angles from the main track centerline. Thence Northeasterly parallel to said track centerline, 122 Feet, more or less, to the East line of George Street extended South, thence North  $01^{\circ}-01'-44''$  East, 271.35 Feet, along said East line of George Street extended, to a point 50 Feet Northwesterly measured at right angles, from the main track centerline, and 50 Feet East of said North-South Quarter line of Section 29. Thence Southwesterly, 330 Feet parallel to said main track centerline to the centerline of the La Crosse River. Thence Southwesterly 88 Feet more or less along said centerline of the La Crosse River. Thence South  $11^{\circ}-50'-13''$  West, 255 Feet more or less, thence South  $0^{\circ}-48'-13''$  West, 9.15 Feet. Thence South  $65^{\circ}-45'-40''$  West, 58 Feet, more or less, to a point 100 feet, measured at right angles, from the main track centerline. Thence Southwesterly, parallel to said centerline, 287 Feet, more or less. Thence North  $65^{\circ}-45'-40''$  East, 175 Feet, more or less, to a Point 200 Feet West of said North-South Quarter line of Section 29. Thence South  $0^{\circ}-48'-13''$  West, 274 Feet, more or less, to the Southeasterly line of the Chicago and North Western Railway Company right-of-way. Thence Northeasterly 486 Feet, more or less, along said railroad right-of-way line to the Point of Beginning.

AND


CONTINUED ON SHEET 3 OF 3



**Egan, Field & Nowak, Inc.**  
land surveyors since 1872

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SECTION 29,  
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LA CROSSE COUNTY, WISCONSIN



**FILE NO.** 01141541  
**SHEET** 2 OF 3



CONTINUED FROM SHEET 2 OF 3

PARCEL NO. 2

That part of the East half of the Southwest Quarter (Government Lot 5), and the West half of the Southeast Quarter (Government Lot 6), of Section 29, Township 16 North, Range 7 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at the intersection of the centerline of the former channel of the La Crosse River and the centerline of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 29; Thence Easterly along the center of said river to a point distant 143.9 feet Southeasterly, measured at right angles, from said original main track centerline; thence Southwesterly parallel with said original main track centerline a distance of 280 feet, more or less, to a point on the North and South Quarter line of said Section 29; thence Southwesterly along a straight line drawn to a point on the South line of said Section 29, distant 100 feet Southeasterly, measured at right angles, from said original main track centerline, a distance of 930 Feet, more or less. Thence Westerly, along the South line of said Section 29, a distance of 220 feet, more or less, to a point distant 100 feet Northwesterly, measured at right angles, from said original main track centerline; thence Northeasterly parallel with said centerline a distance of 1,235 feet, more or less, to a point on said centerline of the former channel of the La Crosse River; Thence Easterly along the center of said river, a distance of 104 feet, more or less, to the Point of Beginning. Excepting from the above described parcel that area included and described in Parcel No. 1.

The centerline of said easement is described as follows:


Commencing at the southwest corner of the Southwest Quarter of said Section 29; thence North 00 degrees 12 minutes 12 seconds West, bearings based on the La Crosse County, Wisconsin (WCCS) coordinate system, along the west line of said Southwest Quarter, a distance of 89.95 feet to the point of beginning of said centerline to be described; thence North 89 degrees 41 minutes 11 seconds East, a distance of 2623.21 feet to the east line of said Southwest Quarter and said centerline there terminating.



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**SHEET** 3 OF 3