

PARTIAL ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT in consideration of the sum of \$ 5,607.15 and other good and valuable consideration, the receipt of which is hereby acknowledged, NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with an office in Omaha, Nebraska, hereinafter referred to as "Assignor," hereby transfers, conveys, and assigns to Ontonagon County Telephone Company, a Michigan corporation, with an office in Ontonagon, Michigan, its successors and assigns, hereinafter referred to as "Assignee," the right to construct a communications system consisting of a buried fiber optic cable and related appurtenances thereto, over, across, under and through part of Assignor's easements as described in Exhibit "A", attached hereto, and, by this reference made a part hereof, along with the right of ingress to and egress from such communications system across Assignor's easements, upon and subject to the following terms and conditions, to-wit:

1. Except for the right of access, Assignee's easement shall be limited to the northwesterly ten (10) feet of Assignor's sixty (60) foot wide easement, being five (5) feet on each side of the centerline of said fiber optic cable. During construction, clean-up, restoration, and repair operations, Assignee shall have the right to use an additional 10 feet parallel and adjacent to the above referenced right-of-way and easement as temporary work space. However, after the completion of such construction, clean-up and restoration Assignee shall have no further right to such temporary working space, and Assignee's rights described above shall be limited solely to the right-of-way and easement described above.
2. The fiber optic cable shall be buried a minimum of 36" below the surface of the ground.
3. The Assignee shall notify Assignor in writing 30 days prior to construction of said communication system and that during construction, shall supply Assignor with weekly progress reports.
4. That in the event the fiber optic cable crosses Assignors pipelines, the cable shall be (a) installed in a split casing, (b) placed below Assignor's existing facilities (c) marked with visible tape and, in such event, the Assignee shall consult with Assignor as to any additional requirements.
5. Assignee agrees to pay the sum of \$500.00 for costs incurred in the preparation and processing of this instrument.
6. Assignee shall reimburse Northern 100% of Northern's actual costs related or incidental to the inspection, location, surveying, labor, overhead or any activities or costs incurred in providing the rights granted herein.
7. This partial Assignment is made subject to the terms and conditions of the easements set forth in said Exhibit "A."
8. The Assignee's use of the easement shall at all times be subordinate to the rights of the Assignor and shall not in any way interfere with or impair the use of or future use of the right-of-way, pipelines or other facilities of the Assignor or interfere with, obstruct or endanger pipeline operations. Should Assignor need to relocate or adjust any of the Assignee's fiber optic cable or related appurtenances within its easement in order to construct, maintain, operate, repair, remove, or re-size any of Assignors existing or future pipeline facilities, Assignee or its respective heirs, successors and assigns shall pay all costs incurred in said relocation or adjustment.

Recorded August 14, 1991  
 at 12:30 o'clock P.M. in  
 Lib. 58MR392 page 392  
 Deputy Register of Deeds  
 J. G. [Signature]

9. The Assignee assumes all risk of, and agrees to protect, defend, indemnify and save harmless the Assignor, its successors and assigns, and their successors and assigns, and their employees, directors, officers, agents or contractors of and from any claim, liability, loss, cost or expenses by reason of loss or damage to property and injury to or death of persons whatsoever or whomsoever, or any other cause of action in any manner arising from or growing out of, directly and indirectly, wholly or in part, from the installation, maintenance, operation, existence or removal of the communications system and appurtenances thereto over, under, through and across Assignor's property at the above described location. Additionally, in the case of any damage to crops, timber, grasses, fences, landscaping, buildings, roads or improvements arising from acts or omissions of Assignee in the course of exercising the rights and privileges granted hereunder, Assignee agrees to pay to the then record fee owner, its lessees, successors, or assigns, the full amount of any such damage.
10. The Assignee shall not assign the rights granted herein without the prior written consent of the Assignor. Any assignment of the rights granted herein without the prior written consent of the Assignor shall constitute a material breach of this agreement and shall make this agreement null and void.
11. This Partial Assignment is made without warranty of any kind, either express or implied.

TO HAVE AND TO HOLD said right-of-way and easements unto said Assignee, its successors and assigns forever. The terms and conditions hereof shall be binding upon and inure to the benefits of the parties hereto.

IN WITNESS WHEREOF, this instrument is effective this 3<sup>rd</sup> day of JUNE, 1991.

ATTEST:

By Linda F. Jenkins  
Linda F. Jenkins

Title Asst. Secretary  
Assistant Secretary

STATE OF TEXAS )  
COUNTY OF HARRIS ) SS

NORTHERN NATURAL GAS COMPANY

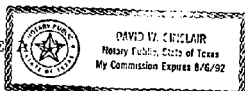
By Edwin R. Peck, Jr.  
Edwin R. Peck, Jr.

Title AGENT & ATTORNEY-IN-FACT  
Agent & Attorney-In-Fact

On this 3<sup>rd</sup> day of JUNE, 1991, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came EDWIN R. PECK, JR., the Agent and Attorney in Fact of NORTHERN NATURAL GAS COMPANY, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Houston, in said county and state, the date aforesaid.

(S E)



David W. Sinclair  
Notary Public  
My Commission Expires 8-6-92

This instrument was drafted by:  
Right of Way Department  
Northern Natural Gas Company  
7901 Xerxes Avenue South  
Minneapolis, MN 55431

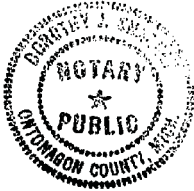
ATTEST:

ONTONAGON COUNTY  
TELEPHONE COMPANYBy Sandra M. Store  
Sandra M. StoreBy James P. Brogan  
James P. BroganTitle SecretaryTitle Vice PresidentSTATE OF Michigan )  
COUNTY OF Ontonagon ) SS

On this 6th day of August, 1991, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came James P. Brogan, the Vice President of ONTONGAGON COUNTY TELEPHONE COMPANY, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be a free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Ontonagon, in said county and state, the date aforesaid.

(S E A L)



Dorothy J. Sharkey  
Notary Public Dorothy J. Sharkey  
My Commission Expires 12/4/91