



EXHIBIT H

described in and who executed the foregoing deed, and in due form of law acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein expressed.

In Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

A. R. Pfau.

notary public.

Warranty Deed.

Elara E. Widell et al.

To

Chicago Milwaukee & St Paul Ry Co
Recd Oct 11, 1901 @ 4 P. M.
B. Gaugster Jr. Register

The Grantors, Elara E. Widell
and husband and Thomas M. Tighe
and wife of the County of Blue
Earth and State of Minnesota
for and in consideration of
six hundred $\frac{7}{100}$ Dollars
in hand paid convey and

warrant to the Chicago Milwaukee & St Paul Railway company, its Successors and assigns, the following described real estate:

A strip of land 100 ft wide lying westerly and adjoining the 100 ft right of way (Right of way) now owned and occupied by the Chicago St Paul Minneapolis and Omaha R.R. Co. over and across North east $\frac{1}{4}$ of North west $\frac{1}{4}$ Section 29, Twp 109 Range (26) containing $\frac{3}{100}$ acres M/S.

This deed is given upon the express condition that Grantor shall have a farm crossing at grade, situate in the County of Blue Earth in the State of Minnesota. Dated this 20th day of September A.D. 1901.

Signed and delivered in presence of.

J. L. Herwill	<table border="0"> <tr> <td>As to Thomas M. Tighe</td> <td rowspan="4"> <table border="0"> <tr> <td>Elara E. Widell</td> </tr> <tr> <td>Kustaf Widell</td> </tr> <tr> <td>Thomas M. Tighe</td> </tr> <tr> <td>Gula B. M. Tighe</td> </tr> </table> </td> </tr> <tr> <td>A. R. Pfau.</td> <td>As to Gula B. M. Tighe</td> </tr> <tr> <td>A. R. Pfau Jr.</td> <td>As to Elara E. Widell</td> </tr> <tr> <td>A. O. Eberhart</td> <td>and Kustaf Widell</td> </tr> </table>	As to Thomas M. Tighe	<table border="0"> <tr> <td>Elara E. Widell</td> </tr> <tr> <td>Kustaf Widell</td> </tr> <tr> <td>Thomas M. Tighe</td> </tr> <tr> <td>Gula B. M. Tighe</td> </tr> </table>	Elara E. Widell	Kustaf Widell	Thomas M. Tighe	Gula B. M. Tighe	A. R. Pfau.	As to Gula B. M. Tighe	A. R. Pfau Jr.	As to Elara E. Widell	A. O. Eberhart	and Kustaf Widell
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A. O. Eberhart	and Kustaf Widell												

State of Minnesota } Best Remembered that on this 20th day of September A.D. 1901 before the undersigned, personally appeared Elara E. Widell and Kustaf Widell her husband to me well known to be the identical persons described in and who executed the foregoing deed, and in due form of law acknowledged to me that they had executed the same freely and voluntarily for the uses and purposes therein expressed.

State of Minnesota } County of Blue Earth }
 Be it remembered that on this
 day of A.D. 1901 before me
 undersigned personally appeared Thomas O. M. Tjhe
 and Julia P. M. Tjhe his wife to me well known to
 be the identical persons described in and who executed
 the foregoing deed and in due form of law acknow-
 ledged to me that they had executed the same freely
 and voluntarily for the uses and purposes therein
 expressed.

In testimony whereof I have hereunto set my hand
 and affixed my official seal the day and year last
 above written (notarial seal) A. R. O'Flair Notary Public
 Blue Earth County,
 Minnesota.

Warranted Deed.

David L. Brooks et al

To

Chicago, Milwaukee & St. Paul Ry. Co.
 Rec'd. Oct 11. 1901 4 P. M.
 B. Baugher Jr. Register.

The Grantor Morgan Brooks
 executor of the Estate of D. H.

Brooks, Sarah L Brooks

Co. of Estate of D. H.

Brooks, Sarah L Brooks

Charles Brooks and Ella Brooks

his wife of the County of Blue Earth and State of Minnesota
 for and in consideration of one hundred fifty eight \$100.00
 Dollars in hand paid, convey and warrant to the Chicago
 Milwaukee & St. Paul Railway Company its successors and
 assigns the following described real estate.

A strip of land 100 ft in width lying westerly and ad-
 joining the 100 ft right of way now owned and occupied
 by the Chicago St Paul Minneapolis and Omaha R. R. Co. over
 and across the north 501 feet of the South 1/2 of North West 1/4
 Section 29, Town (369) Range 26 containing 1 3/4 acres, more or
 less in the County of Blue Earth in the State of
 Minnesota.

Dated this 11 day of September A.D. 1901.

Signed and delivered in Presence of

J. L. Hewitt

A. R. O'Flair

Sarah L Brooks

Granting the Estate of D. H. Brooks

Sarah L Brooks

Morgan Brooks

Ex of the estate of D. H. Brooks

Charles Brooks

Ella Brooks

State of Minnesota

County of Blue Earth

Be it remembered that on this
 day of September A.D. 1901 before me
 undersigned personally appeared

July 22, 2024

Attorney-Client Communication

New Energy Equity LLC
Attn: Dennis Schreibeis, Esq.
2530 Riva Road Suite 200
Annapolis, MD 21401

Re: Farm Crossing in Blue Earth County near Mankato, MN

Dear Dennis:

You have inquired about whether farm crossing reserved in a deed conveying a strip of land for railroad right-of-way purposes remains in effect. After reviewing the instrument that contains the reservation and a related title insurance commitment and survey, we believe that (absent other evidence to the contrary) the farm crossing should remain in effect.

On September 25, 1901, Clara Widel and Thomas McTighe conveyed to the Chicago, Milwaukee & St. Paul Railway a one-hundred-foot-wide strip of land across the Northeast Quarter of the Northwest Quarter of Section 29, Township 109, Range 26, "upon the express condition that the Grantor shall have a farm crossing at grade." The deed conveying the right of way subject to the reservation of the farm crossing (the "Deed") was recorded in the land records of Blue Earth County on October 10, 1901 in Book 71, Page 241.

We understand that New Energy Equity is currently investigating whether to develop property (the "Property") in the Northeast Quarter of the Northwest Quarter of Section 29 that lies east of the strip of land conveyed by the Deed (the "Right of Way"). In connection with the development of the Property, you intend to use an existing gravel road to access the land west of the Right of Way from County Road 5 (a/k/a Third Avenue) and then intend to use the farm crossing reserved in the Deed (the "Crossing Easement") to cross the railroad lines (currently operated by Union Pacific) to access the Property.

In connection with answering your question about whether the Crossing Easement remains effective, we have reviewed a survey of the Property and the adjacent land under common ownership dated August 28, 2023 (the "Survey"). The Survey shows a gravel road and railway crossing that is denoted as "238th Lane" and "T-302" along the northerly boundary of the Property.

In addition, we have reviewed a commitment for title insurance, file number 24000370633-01 with a commitment date of February 22, 2024 (the "Commitment"). A copy of the Commitment

accompanies this letter. The Commitment includes the Deed as a "special exception" to title that affects the Property. Any title insurance issued in connection with the Commitment will be subject to the terms and conditions of this special exception, which indicates that the title company has determined that the terms and conditions of the Deed may affect the Property.

Analysis:

Farm crossings such as the one included in the Deed are recognized easements under Minnesota law. Minnesota has long held that railroads that leave parts of a farm on different sides of the railroad must construct proper farm crossings at some place convenient for the farm. This requirement is currently embodied within Minnesota Statutes Section 219.13.

Easements in Minnesota are subject to the Minnesota Marketable Title Act, Minnesota Statutes Section 541.03 (the "Act"). The Act governs when an interest in real property (such as an easement) that is at least 40 years old may be enforced. Generally, the interest in real property may only enforced if the party holding the interest files a statutorily prescribed notice of the claim in the land records within 40 years of the creation of the interest. If a party fails to file the notice, there is a presumption that the interest has been abandoned. However, if the party "possesses" the land subject to the interest, the interest is not presumed to be abandoned and the party may enforce the interest.

For the purposes of "possessing" an easement, the Act requires use of the easement "sufficient to put a prudent person on notice of the asserted interest in the land, with due regard given to the nature of the easement at issue." ¹

As initially discussed above, the Survey includes maps and a Google Earth image showing 238th Lane and T-302 crossing the Union Pacific railway lines. We believe that the presence of a gravel road and a physical crossing of the railway lines would constitute a use sufficient to put the railroad and others on notice of the interest in a crossing.

(In addition, there may be additional arguments that could be made regarding the right to cross the railroad line in addition to the rights granted by the Crossing Easement. The survey suggests that the location and width of 238th Lane indicate that the roadway could have been used as a town road. The surveyor also suggests that a right to cross the railroad at the historic road may constitute an easement by necessity in order to access the Property.)

In our review of the Commitment and Survey, it does not appear that any of the other documents listed as "Special Exceptions" directly affect the Crossing Easement. The only Special Exception that is in the vicinity of the Crossing Easement is a non-exclusive easement from 2011 in favor of Union Pacific Railway that permits Union Pacific to use the same area as 238th Lane/T-302 for

¹ Sampair v. Village of Birchwood, 78 N.W.2d 65 (Minn. 2010)

access from County Road 5.² None of the other Special Exceptions constitutes a waiver or relinquishment of the Crossing Easement or provides evidence of abandonment by a previous owner of the Crossing Easement.

Taken as a whole, it appears that the Crossing Easement remains in effect. There is no evidence of any waiver, relinquishment or abandonment of the Crossing Easement in the land records. In addition, there is ample evidence of historic use of northerly portion of the property for the purpose of crossing the railway right of way.

Please note that this letter does not constitute a title opinion or an assurance that the Crossing Easement remains in effect. We have not reviewed a complete abstract of title for the property or performed a search for evidence of past abandonment. We recommend that, in the course of your proposed use of the Property, you obtain a title insurance policy that insures adequate access to the Property.

In addition, we recommend that you coordinate your planned use of the Crossing Easement with Union Pacific.

Feel free to contact me with any questions or concerns.

Sincerely,

Stinson LLP

A handwritten signature in blue ink, appearing to read "Robert L. Striker", with a stylized, cursive script.

Robert L. Striker

² This is further evidence that the historic use of 238th Lane/T-302 for access across the railway line were sufficient to put Union Pacific on notice of the landowners' interest in the Crossing Easement.

[EXTERNAL MAIL] Private Road Crossing - Third Ave, DOT 185461V, MP 81.53, Mankato Sub, Mankato, MN - (Inquiry 9742)

Jacobs, Andrew <AJacobs@benesch.com>

Fri 7/19/2024 9:45 AM

To: Brian Keenan (NEE) <briank@newenergyequity.com>

Cc: Martin, Michelle <MaMartin@benesch.com>

You don't often get email from ajacobs@benesch.com. [Learn why this is important](#)



[EXTERNAL EMAIL] This message was sent from someone outside the company.

Do not click links, download attachments, or reply with personal information unless you recognize the sender and know the content is safe.

Good Morning, Brian -

This will confirm receipt of the inquiry you submitted through the Union Pacific Public Projects Contact Center on July 19, 2024.

Project Manager, Michelle Martin, will be coordinating the review of your request for a private crossing agreement at the above-referenced location. To start the review process, please complete the attached Road Crossing Application form with as much information as possible and return it to us via e-mail.

[PDF--Road Crossing Application Form \(up.com\)](#)

Please feel free to reach out to me with any questions or concerns.

Thank you.

Andrew Jacobs

Public Project Representative

ajacobs@benesch.com

direct: 916-245-2636 office: 916-245-1845

1430 Blue Oaks Boulevard, Suite 140, Roseville, CA 95747



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