

I
Dear sons:

I received, in recent months, notices from "Northern Natural Gas" and from "Northwestern Energy"

Both appear to be an announcement that "Northwestern" wants to renegotiate contracts with farm customers - to provide farm gas service to any farmer, ^{choosing the land through which their pipeline passed.} about a decade ago, I considered buying stock in Northwestern Energy. I quickly came to the conclusion that Northwestern Energy was not a good investment, so I did not pursue the matter. N.W. Energy appeared to lack good management.

Time passed, and apparently North Western Energy acquired the pipeline - or at least, acquired the farm customers on the Pipeline route.

For the 50 years + that I have had gas hookup with the pipeline, using it for house heating and also, occasional a natural gas fueled corn dryer.

As I was informed - some 50 years ago - every farm which was crossed by the pipeline was offered natural gas service when the farmer gave the pipeline company an easement allowing construction of the pipeline.

Now, it appears, a successor to Iowa Public Service & Mid America ^{Energy Co.} ~~Public Service~~ wants to renege on the agreement to service the farms through which the pipeline was laid.

This is infuriating. It violates the agreement between the farmers and the ~~gas~~ (original) supplier.

Clearly, this ^{action of ceasing service} would abrogate the responsibility of any successor company. I resent that NWE has decided to "Cease service" to me.

I suspect that they are gambling that every customer would be willing to continue

4
gas service as before, but with a much higher rate than has been in effect from Day ONE of the easement.

Incidentally, when my farm's previous owner was approached by NWE to acquire from the landowner, permission to build a gas building on my property, the family, ^{who owned the farm,} in exchange for \$150, ~~the~~ would "borrow" the square footage needed, to construct the building, to the gas company.

I believe the agreement did not specify how long the land could be used.

If NWE wants to renegotiate the terms of the price of gas ("X" \$ per 1000 cubic feet) I will probably ~~ask~~ notify them that their permitted time of "borrowing" the use of my land upon which to build the needed building would be terminated, ~~at~~ within a similar amount of time.

THIS MATTER MUST BE DEALT WITH - USING COMMON SENSE ALL AROUND

It seems to me that ANY change in the original agreement would have to require every one's consent.

Sincerely Russell Graham

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(OVER)

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P.S. an afterthought:

It seems to me that the SD P.O.C. is perhaps not the medium wherein to litigate a dispute between a landowner & the entity providing natural gas service to farms through which the natural gas company's pipelines run. Maybe the responsibility to maintain the service rests with Warren Buffett and his Berkshire-Hathaway Corp. We might have to have a "class-action" lawsuit.

P.P.S. I am in possession of the original "Abstract of Title" of my farm. It includes every entry up to the 1950s which would include entries re road easements; easement from the Nelson family, from whom I bought the farm; easement re the pipeline, the Gas building ~~re~~ which was constructed on my property (the building has control valves on pipeline heading toward Centerville.)

I want to attend any P.U.C. information meeting, in Pierre, Huron or elsewhere. If needed, I can offer some specific comments regarding the unique matters which are unique to my situation, yet perhaps pertinent to the overall matters.

Thank you

Russel Graham

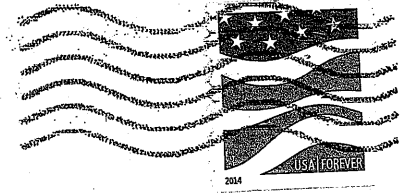
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