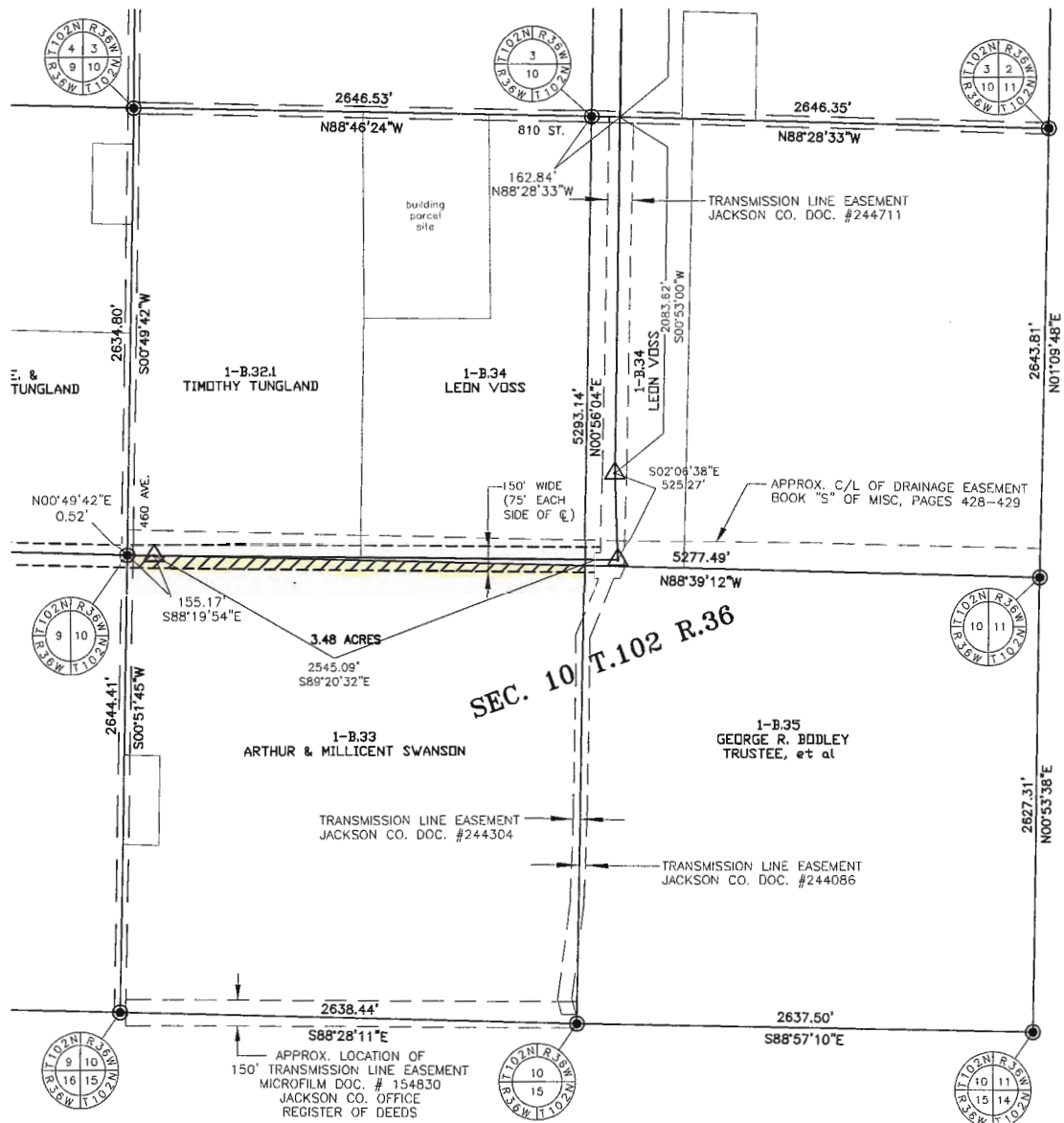


EASEMENT EXHIBIT



SYMBOL LEGEND

- Monument in place (Section or Quarter corner)
- Monument in place (Right of Way Marker)
- △ Monument to be set by others (P.I. Marker)

P.O.B. Point of Beginning
 P.O.C. Point of Commencement
 ▨ Calculated Area



0 500 1000
 SCALE: 1 INCH = 1000 FEET
 ORIENTATION OF THIS BEARING SYSTEM IS STATE PLANE NAD 83 MINNESOTA SOUTH ZONE



Bismarck - Detroit Lakes - Fargo - Minneapolis - Sioux Falls
 3350 38th Avenue South
 Fargo, North Dakota 58104
 Phone: 701.237.3211 Fax: 701.237.3191
 Web: www.ulteig.com
 Drawn By: SLW

345 KV LINE
 GRAHAM PARCEL #1-B.33
 SW 1/4, SECTION 10
 TOWNSHIP 102 N, RANGE 36 W
 JACKSON COUNTY, MINNESOTA

Project Number: 105.0865 Date: MARCH 7, 2006
 DWG Name: 5-0865-1-1010236C Sheets: 1 of 1

XCEL ENERGY SURVEY PERMISSION

LINE : 5304 PARCEL : 3,004

PROJECT: Lakefield Junction to Fox Lake, 161 KV

Property Owner: Arthur Swanson AND Alvin Swanson
Address: 80184 460th Ave.
Lakefield, MN 56150
Telephone: Home: (507) 662-5397

Work: , ext:

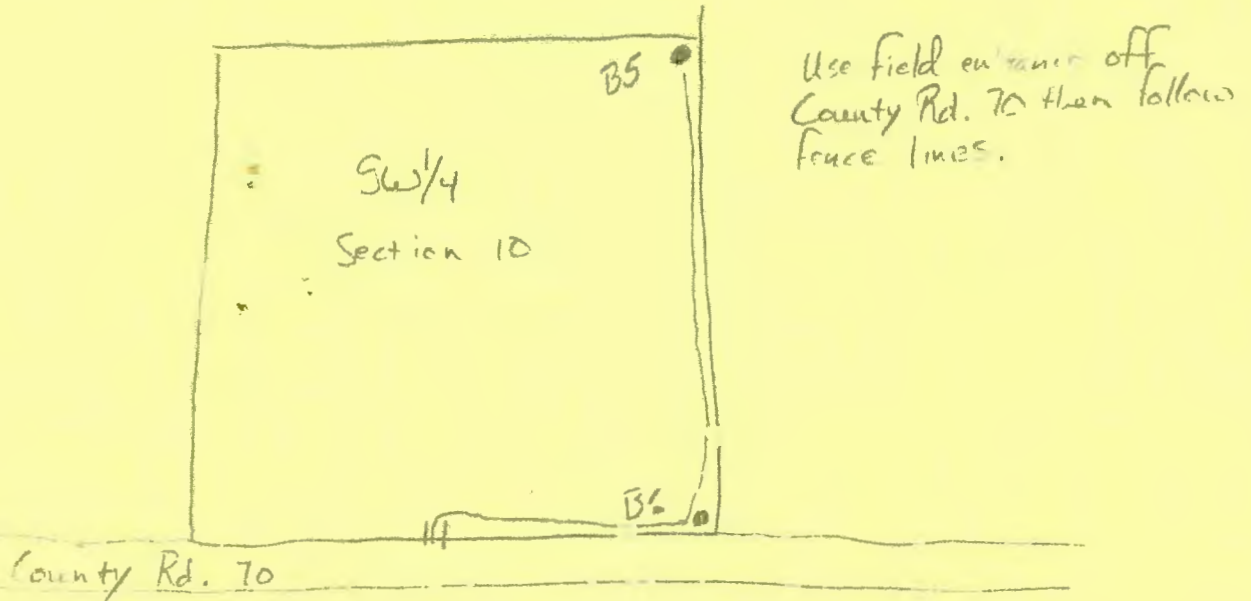
Property Description: The SW 1/4 EXCEPT
Sec. 10, T102N, R36W, Town of: Lakefield
Jackson County, State of Minnesota

Pursuant to Minnesota State Statute 117.041, Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, herein referred to as "Xcel Energy", is requesting permission for its agents, contractors, and employees reasonable ingress and egress for personnel, equipment and vehicles to perform a field survey and engineering study, including but not limited to soil borings, sub-surface investigations, and pole inspections for the purpose of designing an electric transmission line. In the event that Xcel Energy causes damage to your property, Xcel Energy shall at its option, either repair the damage or compensate you for such damages. Compensable damages include damage to property, fences, livestock, roads, fields, and crops. You will be compensated for all compensable damages on the basis of the prevailing market value at the time that the damage occurs.

Anticipated Survey dates: After November 29, 2004

Sketch:

North ↑



Owner: _____
Arthur Swanson

Date: _____

Owner: Alvin Swanson
Alvin Swanson

Date: 11-16-04

Agent: [Signature]

Mailing Address:
XCEL ENERGY; Siting and Land Rights
Derek Reischauer, 1-800-238-7968 Ext. 2515 cell 715 577-4852 or Gene Shaffer, 1-800-238-7968 Ext. 2459 cell 715 577-7587
1414 W Hamilton Av. PO BOX 8
EAU CLAIRE, WI 54702-0008

EASEMENT

The undersigned, Arthur Swanson and Millicent Swanson, husband and wife, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor in hand paid by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, hereinafter called "NSP", and Interstate Power and Light Company, an Iowa corporation, hereinafter called "IPL", does hereby grant unto NSP, IPL, their successors and assigns, hereinafter jointly referred to as "Grantees," the perpetual right, privilege and easement to own, construct, operate, maintain, use, rebuild, or remove electric transmission lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices appurtenant to said lines through, over, under and across the following described lands situated in the County of Jackson, State of Minnesota, to-wit:

Grantor's Property:

The Southwest Quarter (SW1/4) of Section 10, Township 102 North, Range 36 West of the Fifth Principal Meridian, EXCEPT that part described as follows: Commencing at a point on the West line of the SW1/4 a distance of 970 feet North of the Southwest corner of the SW1/4, thence East parallel with the South line of the SW1/4 a distance of 208 feet, thence North parallel with the West line of the SW1/4 a distance of 530 feet, thence West parallel with the South line of the SW1/4 a distance of 208 feet, thence South along the West line of the SW1/4 a distance of 530 feet to the point of commencement. - (hereinafter called "Premises")

Easement Description:

Except for the right of access referenced below and temporary construction area, said easement shall be limited to a 150.00 foot wide easement for Transmission Line purposes over and across that portion of the above described "Grantor's Property" said 150.00 foot easement being 75.00 feet on each side of the following described centerline;

Commencing at West Quarter corner of Section 10, Township 102 North, Range 36 West of the Fifth Principal Meridian in Jackson County Minnesota; thence North 00 degrees 49 minutes 42 seconds East, on the west line of said Section 10, a distance of 0.52 feet to the point of beginning of the centerline to be described; thence South 88 degrees 19 minutes 54 seconds East, a distance

of 155.17 feet; thence South 89 degrees 20 minutes 32 seconds East, a distance of 2545.09 feet to the west line of an existing easement granted to Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, recorded on September 7, 2005 in Document Number 244711 and on July 21, 2005 in Document Number 244304 at the Jackson County Recorders Office and there terminating.

The sidelines of said easement to be lengthened or shortened to meet at angle points and to begin on the west line of said Section 10 and terminate on the west line of the existing Northern States Power Company easement Document Numbers 244711 and 244304.

The basis of bearing is the Minnesota State Plane Coordinate System, South Zone, NAD 83. - (hereinafter called "the Easement Area")

The rights granted herein may be exercised at any time subsequent to the execution of this document.

The grant of easement herein contained shall also include the right to enter upon the Premises, to survey for and locate said lines and shall also include the right to trim or remove from said Easement Area any structures, trees (including tall or leaning trees located within the Premises adjacent to the Easement Area, which may endanger said lines by reason of falling thereon) or objects, except fences, which in the opinion of Grantees will interfere with said lines. Grantor agrees not to erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from Grantees, nor perform any act that will interfere with or endanger said lines.

The grant of easement herein contained shall also include the right of Grantees, their contractors and authorized agents to have reasonable access, ingress and egress to and from said Easement Area across the Premises to exercise the rights granted hereunder. The grant of easement herein contained shall also include the right of reasonable temporary use by Grantees of the premises located adjacent to said Easement Area during construction, repair or replacement of said transmission lines, for additional work area. Each Grantee shall be responsible for any and all damages caused or resulting from its or its contractors use of said temporary workspace located adjacent to the Easement Area.

This easement is granted in order for Grantees to construct a double circuit transmission line for a NSP 345 kV circuit and an IPL 161 kV circuit. Said electric lines and supporting structures from time to time may be maintained, reconstructed or relocated on said Easement Area with changed dimensions. The new transmission line will be constructed at, and limited to, a voltage of 345 for NSP's circuit and NSP will not alter the dimension of the supporting structures to encroach outside of the Easement Area.

Grantees will not permit the attachment of the wires of others to the structures supporting said lines except for: 1) the double circuit transmission line located on the right of way owned by NSP and IPL; and 2) fiber optic lines that can be used in place of the static or grounding wires between the transmission line structures and to the extent required by law.

Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called

"improvements"), the portion of said Easement Area not occupied by the structures supporting said transmission electric system, provided that said improvements do not in the opinion of Grantees impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by Grantees prior to installation of the improvements.

Grantor also reserves the right to cultivate, use and occupy said Easement Area, in a manner that is not inconsistent with Grantees' rights granted herein.

NSP agrees that all earth or other materials necessarily excavated shall be separated and replaced so that the topsoil is replaced last so as to return crop production as soon as possible. NSP shall have the responsibility to remove or otherwise dispose of materials as a result of the construction maintenance or repair so as to return the area within the easement as nearly as possible to its original condition to preserve long term crop production.

Grantees shall pay for all their respective damages to landscaping, roads and driveways, fences, livestock, crops, fields, drain tile, crop loss reduction in yield due to damage to drain tile, and other property caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to NSP's or IPL's nearest office.

In the event that both Grantees remove their transmission line facilities from the Easement Area described in this Easement, and have indicated in writing that the easement is no longer needed and is abandoned, Grantees shall thereafter quit claim the Easement Area to the landowner(s) of record. Upon such abandonment, the transmission line will be removed to an extent that the land can be reasonably restored to its productive use.

Grantor covenants with Grantees, their respective successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey an easement in the manner and form herein.

Grantor agrees to execute and deliver to Grantees, at Grantees' cost without additional compensation, any additional documents needed to correct the legal description of the Easement Area described herein, so that it describes the Easement Area within the Premises that was originally intended to be granted herein and which at a minimum provides conductor clearance meeting the requirements of the National Electrical Safety Code.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from the Minnesota Deed Tax.

EASEMENT

The undersigned, Arthur Swanson and
hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor in hand paid by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, hereinafter called "NSP", does hereby grant unto NSP, its successors and assigns, the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild, or remove the subject electric transmission lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices appurtenant to said lines through, over, under and across the following described lands situated in the County of State of Minnesota, to-wit:

The SW 1/4 of Section 10-102-36, West of the 5th P.M., Jackson County, Minnesota, EXCEPT the following described tract of land: Commencing at a point on the West line of the SW 1/4 a distance of 970 feet North of the SW corner of the SW 1/4; thence East parallel with the South line of the SW 1/4 a distance of 208 feet; thence North parallel with the West line of the SW 1/4 a distance of 530 feet; thence West parallel with the South line of the SW 1/4 a distance of 208 feet; thence South along the West line of the SW 1/4 a distance of 530 feet to the point of commencement. - (hereinafter called "Premises")

Except for the right of access referenced below and temporary construction area, said easement shall be limited to:

The following described strip of land as it crosses the above described Fee Premises: That part of Section 10, Township 102 North, Range 36 West, Jackson County, Minnesota described as follows: Commencing at the North Quarter corner of said Section 10; thence South 88 degrees 28 minutes 32 seconds East, assumed bearing along the north line of said Section 10, a distance of 101.15 feet; thence South 00 degrees 50 minutes 45 seconds West 33.02 feet to the point of beginning of the easement to be described; thence South 88 degrees 27 minutes 48 seconds East 140.01 feet; thence South 01 degree 09 minutes 01 second West 2058.97 feet; thence South 01 degree 21 minutes 48 seconds West 566.08 feet; thence South 21 degrees 57 minutes 48 seconds West 63.35 feet; thence on a bearing of West 37.74 feet; thence South 21 degrees 57 minutes 48 seconds West 358.80 feet; thence South 00 degrees 56 minutes 05 seconds West 1009.60 feet; thence South 02 degrees 09 minutes 24 seconds West 543.35 feet; thence South 07 degrees 17 minutes 02 seconds West 543.09

NSP File: R 36, T 102, Sec. 10 Grantor Swanson

Parcel No. 4

Line No. 5304

feet; thence South 15 degrees 06 minutes 00 seconds East 97.21 feet to the north line of the Township Road; thence North 88 degrees 33 minutes 00 seconds West 83.46 feet along the north line of said Township Road; thence North 15 degrees 06 minutes 00 seconds West 89.26 feet; thence North 07 degrees 17 minutes 02 seconds East 555.33 feet; thence North 02 degrees 09 minutes 24 seconds East 538.92 feet; thence North 00 degrees 56 minutes 05 seconds East 1023.59 feet; thence North 21 degrees 57 minutes 48 seconds East 341.38 feet; thence on a bearing of West 24.63 feet; thence North 01 degree 19 minutes 02 seconds East 150.04 feet; thence on a bearing of East 31.01 feet; thence North 01 degree 21 minutes 48 seconds East 477.88 feet; thence North 01 degrees 09 minutes 10 seconds East 2041.49 feet; thence North 00 degrees 50 minutes 45 seconds East 18.16 feet to the point of beginning. - (hereinafter called "the Easement Area")

The rights granted herein may be exercised at any time subsequent to the execution of this document.

The grant of easement herein contained shall also include the right to enter upon the Premises, to survey for and locate said lines and shall also include the right to trim or remove from said Easement Area any structures, trees (including tall or leaning trees located within the Premises adjacent to the Easement Area, which may endanger said lines by reason of falling thereon) or objects, except fences, which in the opinion of NSP will interfere with said lines. Grantor agrees not to erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from NSP, nor perform any act which will interfere with or endanger said lines.

The grant of easement herein contained shall also include the right of NSP to have reasonable access to said Easement Area across the Premises. The grant of easement herein contained shall also include the right of reasonable temporary use by NSP of the premises located adjacent to said Easement Area during construction, repair or replacement of said transmission lines, for additional work area. NSP shall be responsible for any and all damages caused or resulting from NSP or it's contractors use of said temporary workspace located adjacent to the easement area.

Said electric lines and supporting structures from time to time may be maintained, reconstructed or relocated on said Easement Area with changed dimensions. But the original 161 kV line voltage will not be increased. NSP will not alter the dimension of the supporting structures to encroach outside of the easement area.

Except to the extent required by law, and except for fiber optic lines that can be used in place of the static or grounding wires between the transmission line structures, NSP will not permit the attachment of the wires of others to the structures supporting said lines.

Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the structures supporting Northern States Power Company's electric system, provided that said improvements do not in the opinion of NSP

Grantor Swanson

Parcel No. 4

impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by NSP prior to installation of the improvements.

Grantor also reserves the right to cultivate, use and occupy said Easement Area, in a manner that is not inconsistent with NSP's rights granted herein.

NSP agrees that all Earth or other materials necessarily excavated shall be separated and replaced so that the topsoil is replaced last so as to return crop production as soon as possible. NSP shall have the responsibility to remove or otherwise dispose of materials as a result of the construction maintenance or repair so as to return the area within the easement as nearly as possible to its original condition to preserve long term crop production.

NSP shall pay for all damages to landscaping, roads and driveways, fences, livestock, crops, fields, drain tile, crop loss reduction in yield due to damage to drain tile, and other property caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to NSP's nearest office.

In the event that NSP removes the transmission line from the easement area described in this agreement, and has indicated in writing that the easement is no longer needed and is abandoned, NSP shall thereafter deed the easement area to the adjacent landowner from which the easement strip was originally divided.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey an easement in the manner and form herein.

Grantor agrees to execute and deliver to NSP, at NSP's cost without additional compensation, any additional documents needed to correct the legal description of the Easement Area described herein, so that it describes the Easement Area within the Premises that was originally intended to be granted herein and which at a minimum provides conductor clearance meeting the requirements of the National Electrical Safety Code.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from the Minnesota Deed Tax.

