

NONPUBLIC DATA HAS BEEN REMOVED



88700 12/9/2013 2:12 PM PAGE: 1 OF 5
 BOOK: JJ PAGE: 262 FEES: \$32.00 MM MEMORANDUM OF EASE
 Kim Wilkens, OLIVER COUNTY RECORDER

By Kim Wilkens Deputy

MINNESOTA POWER
 ATTN: JILL HELMER
 30 WEST SUPERIOR STREET
 DULUTH, MN 55802



MEMORANDUM OF EASEMENTS

This Memorandum of Easements evidences a Wind Project Easement Agreement dated December 5, 2013 by and between **Keith G. Kessler and Deanna A. Kessler, husband and wife** ("Owner"), as owner(s) of the real property described on attached **Exhibit A** ("Owner's Property") and Minnesota Power a division of ALLETE, Inc., a Minnesota corporation ("Minnesota Power" or "Developer") (the "Easement Agreement"). Capitalized terms used herein are given the same meaning as in the Easement Agreement.

The Easement Agreement provides, among other things, that for and in consideration of the payments therein provided for, and upon the terms, conditions, covenants, and provisions set forth at length therein, that Owner grants to Minnesota Power the following irrevocable and exclusive easements, covering all or portions of the Owner's Property, in connection with the development, construction, and operation of a wind energy project (individually each an "Easement" and collectively the "Easements"):

1. Turbine Site Easement
2. Access Easement
3. Collection Easement
4. Construction Easement
5. Wind Non-Obstruction Easement
6. Noise Easement
7. Overhang Easement
8. Met Tower Site Easement
9. Met Tower Access Easement

Attached as **Exhibit B** is a preliminary Easement Plan showing the approximate planned location of all Wind Project Improvements and Easements located on the Owner's Property. Within 180 days after completion of construction, Developer will deliver a final as-built Easement Plan to Owner showing the exact locations of all Wind Project Improvements as constructed on Owner's Property and all Easements. Such as-built Easement Plan (Exhibit C) will replace the attached Exhibit B and Developer may record Exhibit C in the public records.

The Easements are granted subject to Owner's retained right to use the affected portions of the Owner's Property for agricultural purposes that do not interfere with the Easements or the other rights granted to Developer in the Easement Agreement.

The Easement Agreement also provides as follows:

"Owner grants Developer an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's Property."

And

"Owner shall not engage in any activity on Owner's Property that might interfere with wind speed or wind direction over any portion of the Wind Project; cause a decrease in the output or efficiency of any Turbine or accuracy of any meteorological equipment; or otherwise interfere with Developer's operation of the Wind Project or exercise of any rights or the Easements granted in this Agreement"

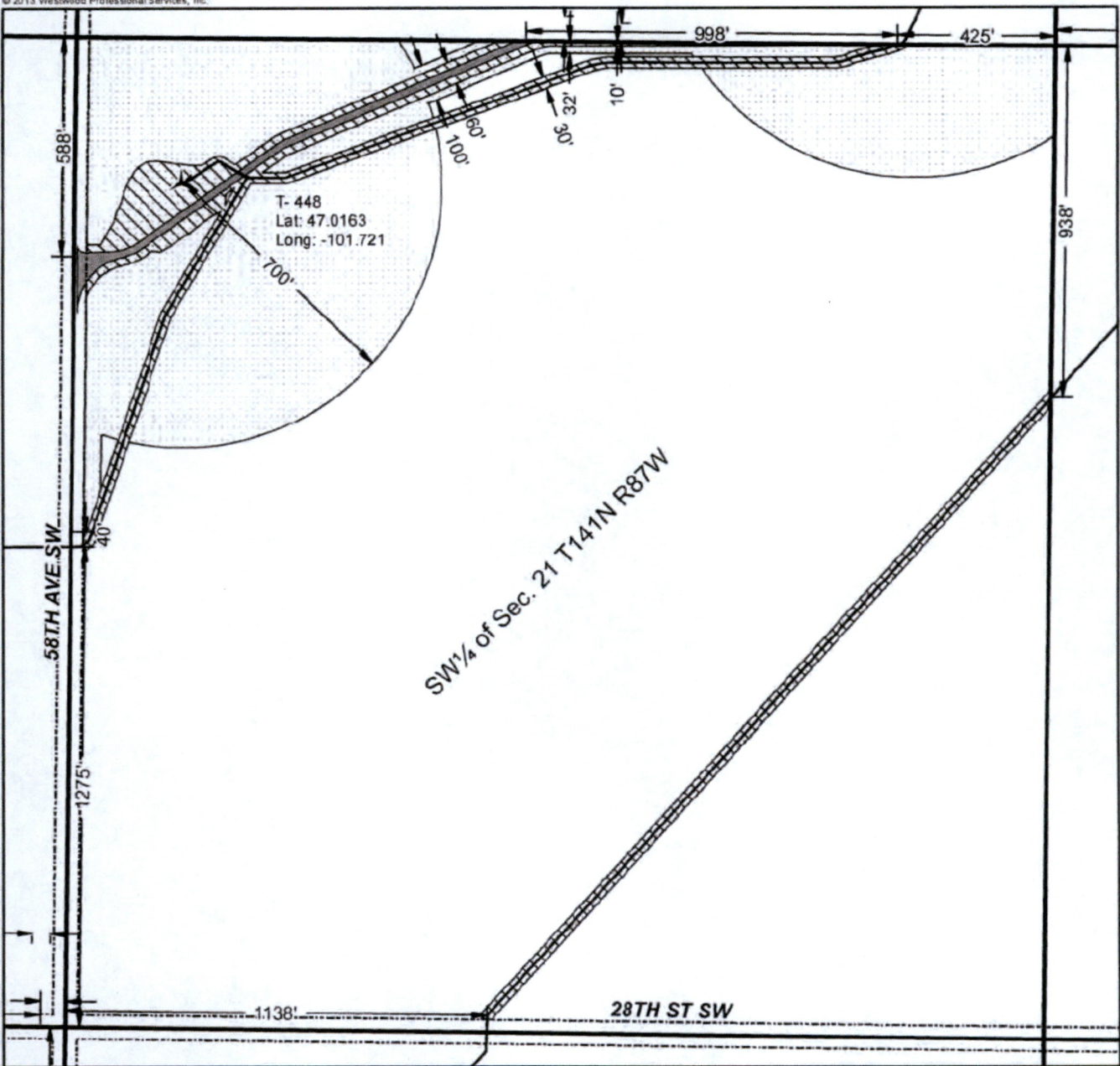
Unless earlier terminated as provided therein, the Easement Agreement runs through November 30, 2064.

The Easements and any rights or obligations in the Easement Agreement run with the Owner's Property affected and are binding on, and inure to the benefit of, Owner and Developer and their respective mortgagees, successors and assigns, heirs, personal representatives, tenants, or persons claiming through them

Reference is hereby made to the Easement Agreement as to all remaining terms thereof. This Memorandum of Easements is prepared, signed, and acknowledged solely for recording purposes and does not modify, increase, decrease, or in any other way affect the rights, duties, and obligations of Owner or Minnesota Power under the Easement Agreement.

EXHIBIT A

**SW¼ of Section 21
In T141N R87W, of the 5th Principal Meridian, Oliver County, North Dakota.**



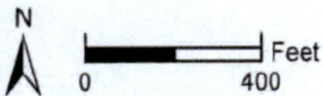
Data Source(s): World Imagery (2013); Minnesota Power (2013); Westwood Professional Services, Inc. (2013)

Data are approximate and subject to change

Legend

- Turbine
- Underground Collection Line
- Turbine Access Road
- Wind Project Improvement Easement
- Construction Easement
- Parcel & Lot Boundary
- ROW Limit
- 1/4 Section Line

SW 1/4 of Sec. 21 T141N R87W	
Wind Project Improvement Easement Area	6.44 Acres



B4 - 46
Rev. D



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Bison 4
Oliver County, ND
Exhibit B - Easement Plan

Map Document: r:\work\65\000\01\10003\B4_000_Rev-D\DW.mxd 9/2/2013 2:24:25 PM