

COPY

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

### ELECTRIC LINE EASEMENT

The undersigned, U.S. Farmland Fund, L.P., a South Dakota limited partnership, (“Grantor”) for good and valuable consideration paid to Grantor by Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy and Otter Tail Power Company, a Minnesota corporation, (“Grantees”) does hereby grant to Grantees, as tenants in common, and their successors and assigns, a perpetual and irrevocable easement (the “Easement”) to construct, operate, maintain, use, upgrade, rebuild, relocate or remove a transmission line facility with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and equipment related to said transmission line facility, together with communication equipment relating to the operation of such electric lines (collectively, the “Electric Line”) through, over, under and across the certain lands situated in the County of Deuel, State of South Dakota, described on the attached Exhibit A (the “Premises”). The Easement shall be limited to that certain part of the Premises described on the attached Exhibit A (the “Easement Area”).

Grantor hereby grants to Grantee an easement to enter upon the Premises to survey for and locate the Electric Line. Grantor hereby grants to Grantee an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing field roads and lanes, if any, otherwise, by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion. The Grantor hereby grants to Grantee a temporary easement for use by Grantee of the Premises adjacent to the Easement Area from time to time during construction, repair or replacement of the Electric Line. All Electric Lines installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Grantor shall not erect any buildings, structures or other objects, permanent or temporary, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from Grantee, nor to perform any act which will interfere with or endanger the Electric Line. Grantor hereby grants to Grantee the right to remove any trees that are located within the Easement Area, and further grants to Grantee the right to trim or remove any tall or leaning trees that are located adjacent to the Easement Area which may interfere with or otherwise endanger the Electric Line by falling thereon or by otherwise striking the Electric Line.

Grantor reserves the right to cultivate, use and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. 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 Grantee's electric system, provided that said improvements do not in the opinion of Grantee 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 and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by the Administrative Agent for Grantee prior to installation of the proposed improvements.

The term of this instrument and the easements and other rights granted herein is perpetual.

Grantee shall have the right to assign all or any portion of the easements, this instrument, or the Electric Line on either an exclusive or nonexclusive basis to one or more entities. Upon such assignment, Grantee may appoint an administrative agent for Grantee (the "Administrative Agent"). The Administrative Agent may be designated to act on behalf of Grantee for certain matters relating to this instrument. The Grantee shall notify Grantor if an Administrative Agent is appointed. Grantor shall rely on the actions of the Administrative Agent as Grantee hereunder until Grantor is notified by the Administrative Agent that a new Administrative Agent has been appointed.

Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to convey easements as set forth herein.

The easements and covenants contained in this instrument shall run with and against the Premises. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the state in which the Premises is located.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 2nd day of June, 2014.

GRANTOR  
U.S. Farmland Fund, L.P., a South Dakota limited partnership

By: Chad Haselhorst

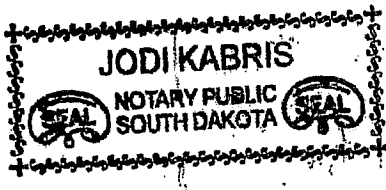
Its: Vice President

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of South Dakota )  
County of Brookings )ss

On this the 2nd day of June, 2014, before me Jodi Kabris, a Notary Public within and for said County and State, personally appeared Chad Haselhorst and \_\_\_\_\_, the Vice President and \_\_\_\_\_ of U.S. Farmland Fund, L.P., a South Dakota limited partnership, on behalf of the partnership, known to me to be the person who is described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.



Jodi Kabris  
Notary Public

Notary Print Name: Jodi Kabris  
My Commission Expires: 10-19-16

This Instrument was drafted by:  
Northern States Power Company d/b/a Xcel Energy  
414 Nicollet Mall, MP-8  
Minneapolis, MN 55401

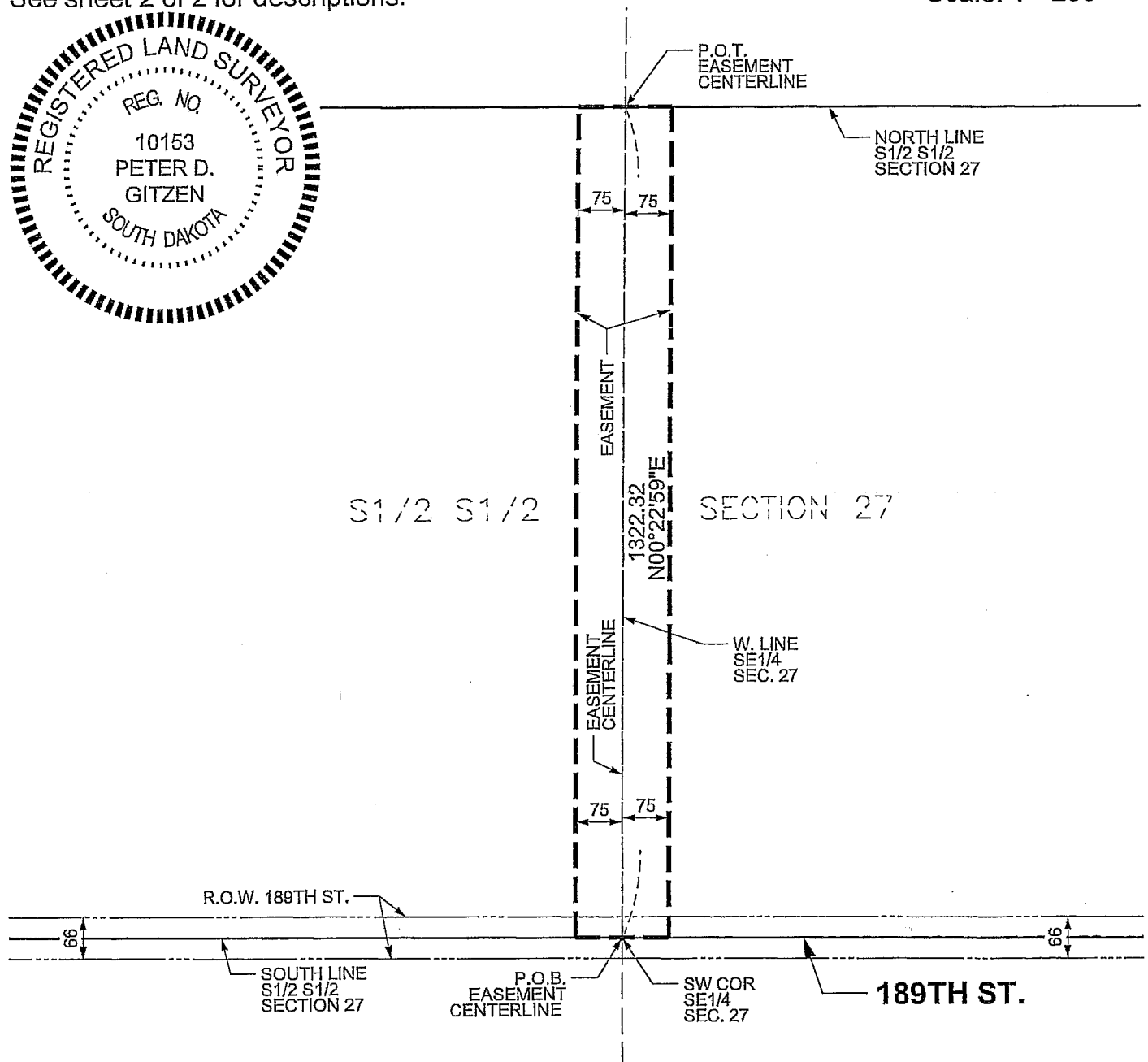
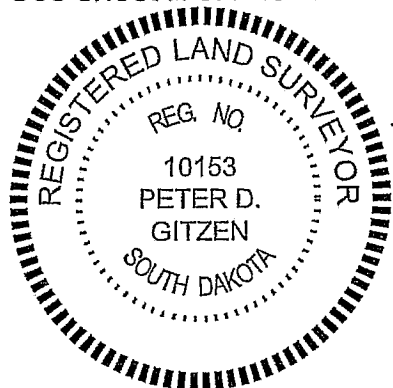
Upon Recording Return to:  
Ulteig, Inc.  
4285 Lexington Ave N  
St. Paul, MN 55126

BIG STONE SOUTH TO BROOKINGS COUNTY 345 KV  
EXHIBIT A SHEET 1 OF 2 SHEETS



Certificate of Survey  
 Location: Norden Township, Deuel County, South Dakota  
 Grantor: Gladys Mae Hawley  
 See sheet 2 of 2 for descriptions.

Scale: 1"=250'



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT  
 WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION  
 AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER  
 THE LAWS OF THE STATE OF SOUTH DAKOTA.

*Peter D. Gitzen*

PETER D. GITZEN

LIC. NO. 10153

PARCEL: BB121  
 SEC. 27, T.114N., R.48W., 5TH P.M.  
 CO.: DEUEL

DATE

4/28/14

BIG STONE SOUTH TO BROOKINGS COUNTY 345 KV

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey

Location: Norden Township, Deuel County, South Dakota

Grantor: Gladys Mae Hawley

"Premises":

The South Half of South Half (S1/2 S1/2) of Section Twenty seven (27), Township One Hundred Fourteen (114), Range Forty eight (48), in Deuel County, South Dakota.

"Easement Area":

An easement over, under and across that part of the herein before described "Premises" which lies within 75.00 feet on each side of the following described centerline:

Beginning at the southwest corner of the Southeast Quarter of Section 27, Township 114 North, Range 48 West; thence North 00 degrees 22 minutes 59 seconds East 1322.32 feet along the west line of said Southeast Quarter of Section 27 to the north line of the South Half of the South Half of said Section 27 and said centerline there terminating.

"Summary of Areas":

Easement: 4.55 acres, more or less  
Easement in R.O.W.: 0.11 acres, more or less  
Easement Less R.O.W.: 4.44 acres, more or less

PARCEL: BB121  
SEC. 27, T.114N., R.48W., 5TH P.M.  
CO.: DEUEL

**CapX2020 Project**

**Big Stone to Brookings**

**FINAL Easement Compensation Worksheet**

Parcel: <b>BB121</b>		Name: <b>US Farmland Fund</b>	
Description of easement to be acquired: <b>See Exhibit A attached</b>	Compensation per acre	Easement Acres	Amount
Easement rights payment	\$4,000.00	4.55	\$18,200.00
Option Payment:			\$1,500.00
<b>Total Payment</b>			<b>\$19,700.00</b>
<b>Summary of Payments:</b>			
Less Option Payment PAID: 03/20/13 #6062			-\$1,500.00
Easement Payment:			\$18,200.00
<b>Total Payment Due:</b>			<b>\$18,200.00</b>

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Presented by: \_\_\_\_\_

**COPY**

**COPY**

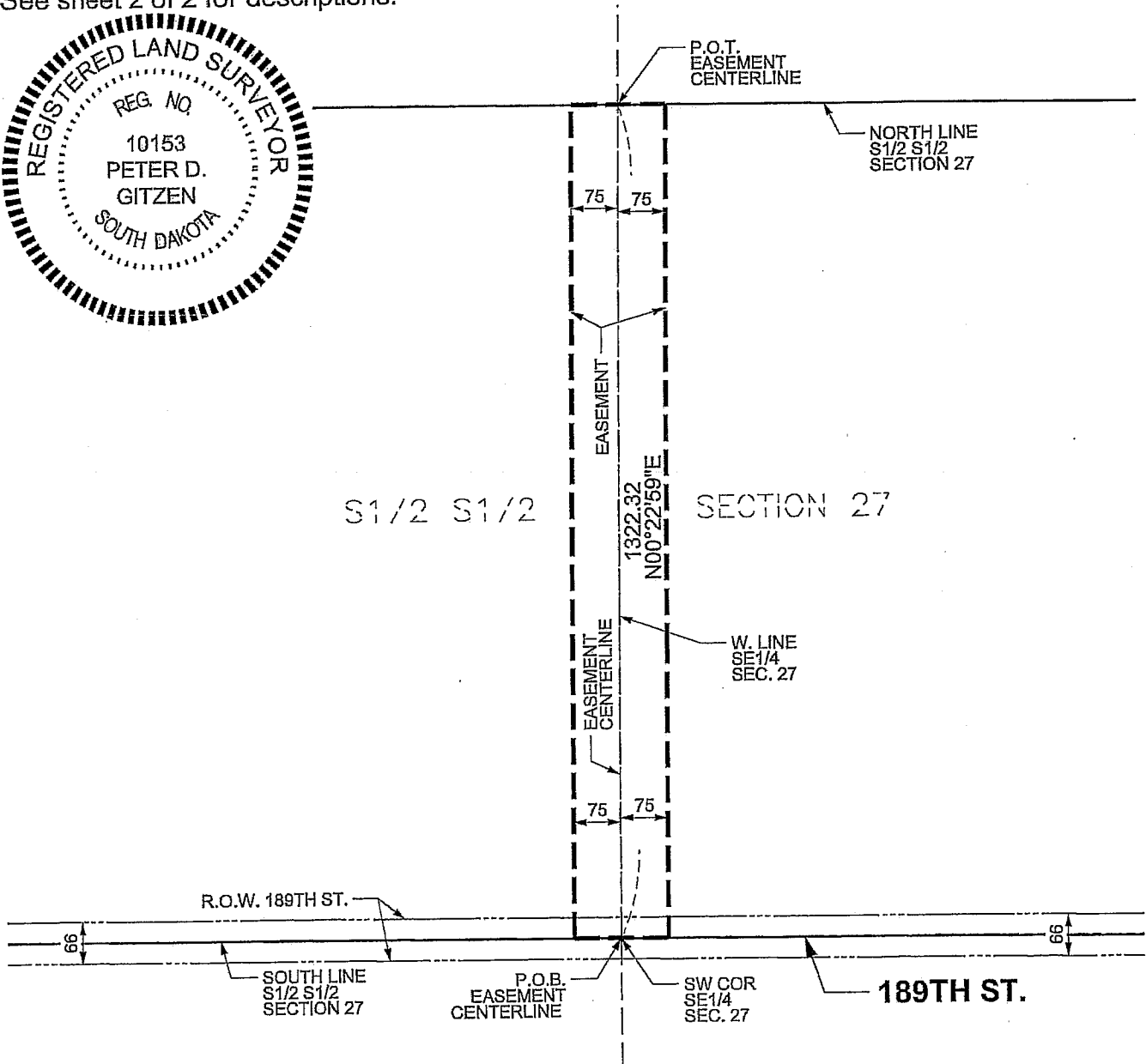
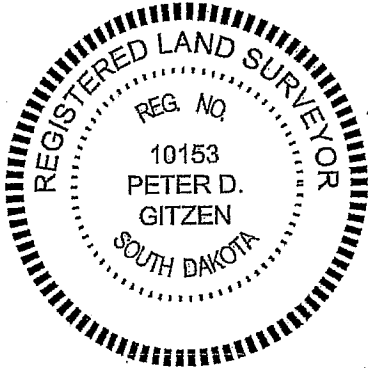
BIG STONE SOUTH TO BROOKINGS COUNTY 345 KV

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AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER  
THE LAWS OF THE STATE OF SOUTH DAKOTA.

*Peter D. Gitzen*

PETER D. GITZEN

LIC. NO. 10153

PARCEL: BB121  
SEC. 27, T.114N., R.48W., 5TH P.M.  
CO.: DEUEL

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BIG STONE SOUTH TO BROOKINGS COUNTY 345 KV

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