

From: [Ann Brazil](#)
To: [Ek, Scott \(PUC\)](#)
Cc: [Tuma, John \(PUC\)](#)
Subject: Renville County, Birch Coulee landowner - Xcel easement reconsideration
Date: Friday, June 20, 2025 6:51:41 PM
Attachments: [Aug 2 2024 Xcel Docs and Exhibits B&W.pdf](#)
[Aug 2 2024 Xcel Exhibit A - in Color.pdf](#)
[May 19 2025 Exhibits.pdf](#)
[396971.pdf](#)
[407444.pdf](#)
[394703.pdf](#)

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Dear Scott,

Thank you for your call today. As I relayed, I tried to contact Mr. Tuma via phone several times over the past week. I was referred to Mr. Tuma by Scott Greenslit, a neighboring farmer, who is also impacted by the Xcel Energy's MN Connection Project in Renville County.

I originally emailed the PUC regarding my concern of using valuable farmland (email with points below) when the Xcel Energy MN Connection project was being proposed to run the poles down the Southern and Eastern border of my farmland in Birch Coulee township (West 1/2 of Section 36 - parcels 03-00930-00, 03-00940-00), which is adjacent to the proposed Birch Coulee Solar LLC (Birch Coulee Wilson Solar) site. I also own the 80 acres, north of these two parcels, parcel 03-00777-00, which is across a gravel road (670th avenue) from the 1/2 section of 36 and also impacted by the Xcel project.

Today, I am writing to you because I have new information that the power poles and the full 150 foot easement required will be placed entirely on my land (for parcels 03-00930-00, 03-00940-00), rather than on the property line as originally proposed. For parcel 03-00777-00 (just north of parcel 03-00930-00) the easement shows it eventually veers back to the 75 foot easement, as originally proposed. I am told from neighboring landowners and my brother, Dan Brazil, who own land north of my land and are also impacted by the project, that the lines (or stakes/borings) have remained along the property line.

I have attached the original communication and exhibits I received on August 2, 2024, from Xcel regarding Right of Entry to bore and the proposed placement (Aug 2 2024 Xcel Exhibit A-in color attachment) on the property line. As you will see the proposal was to place these poles on the property line, so each landowner would share (75 feet of each landowner's property) in the 150 feet easement for each pole.

In May of this year, we discovered the stakes where the borings were to be drilled were NOT along the proposed property lines. I reached out to Mr. Mike McTighe, Xcel Energy's consultant at WSB's to find out why the stakes were **more than 100 feet off the property line on my land**. He responded there was an easement, and they were taking the "path of least resistance" and I would receive a letter. In addition, at this time I made Mr. McTighe aware my bank contacted me that the compensation checks for the borings had bounced. Since the checks bounced, the borings were NOT taking place along the property line as proposed in

Aug 2, 2024 Exhibit A, and there was no language regarding deviation in the Right of Entry agreement I relayed to Mr. McTighe they needed to hold off on any borings on my parcels.

I received the attached letter dated May 19, 2025 and exhibits (see May 19 2025 Exhibits attached below) from Xcel, outlining a 100% deviation from where the poles are being placed. The Exhibits show that on BOTH the southern and eastern border of the land I own (Section 36-parcels 03-00930-00, 03-00940-00) Xcel is taking the full 150 feet of easement ONLY on my land. This was not in the initial public hearings nor was it what was proposed on any documents I received. This is what I feel is a bait and switch tactic.

Upon further research, I have found the following documents have been recorded by Renville County for land that borders the West 1/2 of Section 36 - parcels 03-00930-00, 03-00940-00, which is the land I own.

1. Birch Coulee Solar LLC has entered into a storage lease agreement (document A396971 attached below) with the landowners of the SE 1/4 of Section 36- parcels 03-00960-00 and 03-00950-00, which borders the East of my land.
2. Birch Coulee Solar LLC has entered a purchase option agreement (document A407444 attached below) with the landowners of the NE 1/4 of Section 36 - parcels 03-00921-00 and 03-00920-00, which borders the East of my land.
3. Northern State Power Easement (document A394703 attached below) - NW 1/4 of Section 1, Township 112, Range 33 West, Renville County & Section 2, Township 112 North, Rand 33 West, Renville County, which is adjacent to the South side of my land in Section 36.

Regarding documents in points 1 & 2, whether the land to the East of my land is owned, leased, or has an option to purchase by another party (i.e. Birch Coulee Solar LLC) why is Xcel allowed to take the "path of least resistance?" Why am I forced to bear 100% of the burden of having these poles on my land? Why isn't the project staying on the property line? Or as I stated in my earlier email and I will restate as I think it is an option that should also be considered:

. . . the adjacent land/solar field could serve a dual purpose: both housing of the solar panels and the transmission poles and lines. . . . When such a simple solution exists: to position the poles/lines a few feet to the East, on land that will no longer be farmed, why wouldn't the logical approach be to do so. Why take high quality, hard to obtain farmland away from farmers when there is a better option literally feet away?

Regarding the document in point 3, Northern State Power (a.k.a. Xcel) already has an easement for the parcels on the south side of parcel 03-00940-00, so why is Xcel placing this project and the 150 foot easement entirely on my property? Even if there are other poles already on adjacent property, these transmission lines are much higher so why can't they use the land for both?

My father passed away in 2023, he became a farmer at the age of 18 when he took over the family farm when his father passed away, and he farmed all his life and loved farming. He relayed to us children, the farmland he was passing on was rich soil and should be farmed. He did NOT enter an agreement with Birch Coulee Solar because he believed the farmers would benefit the most from such rich soil. Taking valuable farmland for transmission poles is really no different, especially in this situation where it is more than what is fair or necessary. I want to honor my father's wishes and also want the farmers to lose as little valuable

land as possible in this situation. As a result, I ask for your reconsideration and review of Xcel's plan which is being forced because it's as Mike McTighe stated, "the path of least resistance." I believe in fairness and would like the PUC to take into consideration what is not only fair to me as a property owner but also the farmer's who work the land to feed the world and make an income of their own.

Thank you for your time and consideration.

Sincerely,

Ann Brazil Johnson

----- Forwarded message -----

From: **Ann Brazil** <annmbrazil@gmail.com>

Date: Fri, Mar 21, 2025 at 1:09 PM

Subject: Misuse of farmland - Renville County landowner

To: <publicadvisor.puc@state.mn.us>, <consumer.puc@state.mn.us>
<consumer.puc@state.mn.us>, <attorney.general@state.mn.us>

To whom it may concern:

I am writing to call attention to the lack of communication and potential improper use of valuable farmland. I have been informed the Minnesota Public Utilities Commission, Birch Coulee Solar LLC, and Xcel Energy's MN Energy Connection Project are not communicating with one another and as a result not making well laid out plans or minimizing the use of valuable farmland.

In talking to Mike McTighe from WBS, who is working on behalf of Xcel Energy to gain "Right of Entry" to my land he relayed he was not aware of the Birch Coulee Solar LLC project, which is being planned adjacent to my property. I own three parcels of land in Renville County (03-00777-00, 03-00930-00, 03-00940-00) where Right of Entry has been requested. The latter two parcels are adjacent to land that has been secured by the Birch Coulee Solar LLC for the development of a solar field.

I have tried and need to point out that the adjacent land/solar field could serve a dual purpose: both housing of the solar panels and the transmission poles and lines. I am told they require a 75' easement and as a result they are not only difficult to farm around but the process to survey the land "for a period of up to two years" will cause additional disruption to farming. When such a simple solution exists: to position the poles/lines a few feet to the East, on land that will no longer be farmed, why wouldn't the logical approach be to do so. Why take high quality, hard to obtain farmland away from farmers when there is a better option literally feet away?

My request is to place these lines a few feet to the east, by removing their footprint from parcels 03-00930-00, 03-00940-00 and leveraging parcels 03-00920-00, 03-00950-00, and 03-00960-00 which are part of the proposed solar site. I will await your response before signing any "Right of Entry" to my land.

Should you have any questions, please feel free to call me at 952-546-6962 or email me at annmbrazil@gmail.com.

Thank you,

Ann M. Brazil Johnson

RENNVILLE COUNTY TRANSMISSION LINE PROJECT



414 Nicollet Mall
Minneapolis, MN 55401-1993

August 2, 2024

Ann Marie Brazil-Johnson
6101 Glenwood Ave
Golden Valley, MN 55422

Dear Ann Marie Brazil-Johnson ,

Please see the enclosed information regarding Xcel Energy's MN Energy Connection Project (Project) that is currently under review with the Minnesota Public Utilities Commission (MPUC). Xcel Energy is requesting temporary access to your property for the purposes of completing examinations (e.g., surveys, soil borings) that will help the company design and engineer the Project in the event the MPUC approves a route through your property. Granting Xcel Energy access does not mean that the Project will be routed through your property; Xcel Energy is undertaking similar efforts throughout the areas under consideration by the Commission. Property owners have been identified through county tax records, and not from a title report. The agent assigned to your parcel will confirm ownership information.

Xcel Energy has retained the consulting firm, WSB LLC, to work with landowners to coordinate access, including the appropriate temporary access agreement and compensation. To assist us in reaching you, a Contact Information and Preferences form has been enclosed for your completion and return. The information you provide on this form will help us make sure that you are contacted at the phone number and time that is most convenient for you, and to make sure that we have the appropriate landowners listed on the forms. A self-addressed, stamped envelope has been enclosed for your convenience.

We have also enclosed the Right of Entry Agreement for your review. Mike McTighe from WSB will reach out to you to set up an appointment to discuss the proposed project and agreement. If you are comfortable signing the agreement, please fill out, sign and return the Contact and Preferences, Right of Entry Agreement, Payment Authorization, and the W-9 in the envelope that was provided. We will promptly make payment to you.

Please contact Mike McTighe at 865-898-4197 or MNECINFO@wsbeng.com. Once we have the correct contact information, the agent will then contact you to further discuss this request and answer questions you may have about the proposed project.

At any time during the project feel free to contact Lisa Beckman, WSB Project Manager at (612) 247-5618 or LBeckman@wsbeng.com. We appreciate your cooperation with this request and look forward to working with you.

Sincerely,

Chris Rogers

A handwritten signature in black ink, appearing to read 'Chris Rogers'.

Principal Siting & Land Rights Agent

Enclosures: MNEC Fact Sheet
Contact Information Form
Right of Entry Agreement
Payment Authorization Form
W9 Form

Parcel No:199, 201, 204
Pid No: 03-00777-00, 03-00930-00, 03-00940-00

RIGHT OF ENTRY AGREEMENT

Owner(s)/Grantor(s): Ann Marie Brazil-Johnson
Parcel No(s): 199, 201, 204
Parcel PID: 03-00777-00, 03-00930-00, 03-00940-00
County: Renville

WHEREAS, the undersigned, Ann Marie Brazil-Johnson
_____, [enter one: husband and wife / an unmarried person] ("Grantor," whether one or
more), own the property that is identified, described, and/or depicted in Exhibit A attached hereto
(the "Property"); and

WHEREAS, Northern States Power Company, a Minnesota corporation (“Grantee”) is developing an electric transmission project known as the Minnesota Energy Connection (the “Project”); and

WHEREAS, Grantee desires to enter the Property for purposes of evaluating the Property in connection with potential permitting and construction of the Project; and

WHEREAS, Grantor is willing to grant to Grantee the right to enter the Property to conduct such evaluations as Grantee determines are reasonably necessary in connection with the potential permitting and construction of the project, on the terms and conditions herein (this "Agreement").

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. In consideration of One Thousand and 00/100 Dollars (\$1,000.00) for each Parcel No., and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant unto an irrevocable license and right of entry for Grantee, its affiliates, agents, contractors, appraisers, sub-contractors, assignees, and/or proposed assignees, licensees, and invitees to enter the Property for the purpose of doing all activities that Grantee requires in order to study, survey, inspect, investigate, test, and plan for Grantee's potential use of the Property in connection with the Project. The activities that may be conducted by Grantee include civil, environmental, biological, cultural resource, and other surveys

and investigations, and geotechnical and soil borings (the "Survey Activity"). Grantee shall pay an additional One Hundred and 00/100 Dollars (\$100.00) for each soil boring Grantee performs on the Property under this Agreement, if any. As of the date of this Agreement, Grantee plans to perform [8] soil borings on the Property. If Grantee performs more than said number of soil borings, it shall make the additional per boring payment to Grantor.

2. The rights granted to Grantee may be exercised for a period of up to two years from the date last signed below.

3. Grantee will restore the Property to substantially the same condition as the Property was in at the time Grantee entered the Property pursuant to this Agreement, including the filling of any test holes. Any remediation efforts will be promptly undertaken by Grantee, weather permitting.

4. Grantee agrees to pay Grantor or tenant-in-possession a settlement, in an amount to be determined by mutual agreement of the parties at the time of settlement, for any unrestored, direct damages to the Property, including any crops that were growing thereon prior to Grantee activities.

5. Grantee shall pay for the Survey Activity that Grantee elects to undertake, and will indemnify, defend, and hold Grantor harmless from all third party claims and damages asserted against Grantor that arise out of the Survey Activity, unless the claims or damages are caused by the gross negligence or intentional misconduct of Grantor, and except that Grantee shall not have any obligation with respect to any pre-existing waste materials ("Pre-Existing Wastes") located in, on, under or about the Property prior to its entry onto the Property or thereafter to the extent not stored, released or disposed of by Grantee.

6. Grantor shall disclose to Grantee any Pre-Existing Wastes that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Property and any other information that would help Grantee assess the risks of working in the area. Grantor shall retain its obligations to

comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release Grantee from any claims or responsibilities related to such Pre-Existing Wastes.

7. This Agreement shall be binding upon Grantor and Grantee's respective successors and assigns. This Agreement may be signed in counterparts and by electronic means. Grantee's payment of the amount set forth in Section 1 above constitutes Grantee's consent to this Agreement. Grantor shall provide actual notice of this Agreement to any prospective successor-in-interest or assignee.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 2024.

GRANTOR

Ann Marie Brazil-Johnson

Spouse, if any

EXHIBIT A
Parcel: 204
PID: 03-00940-00

Preliminary

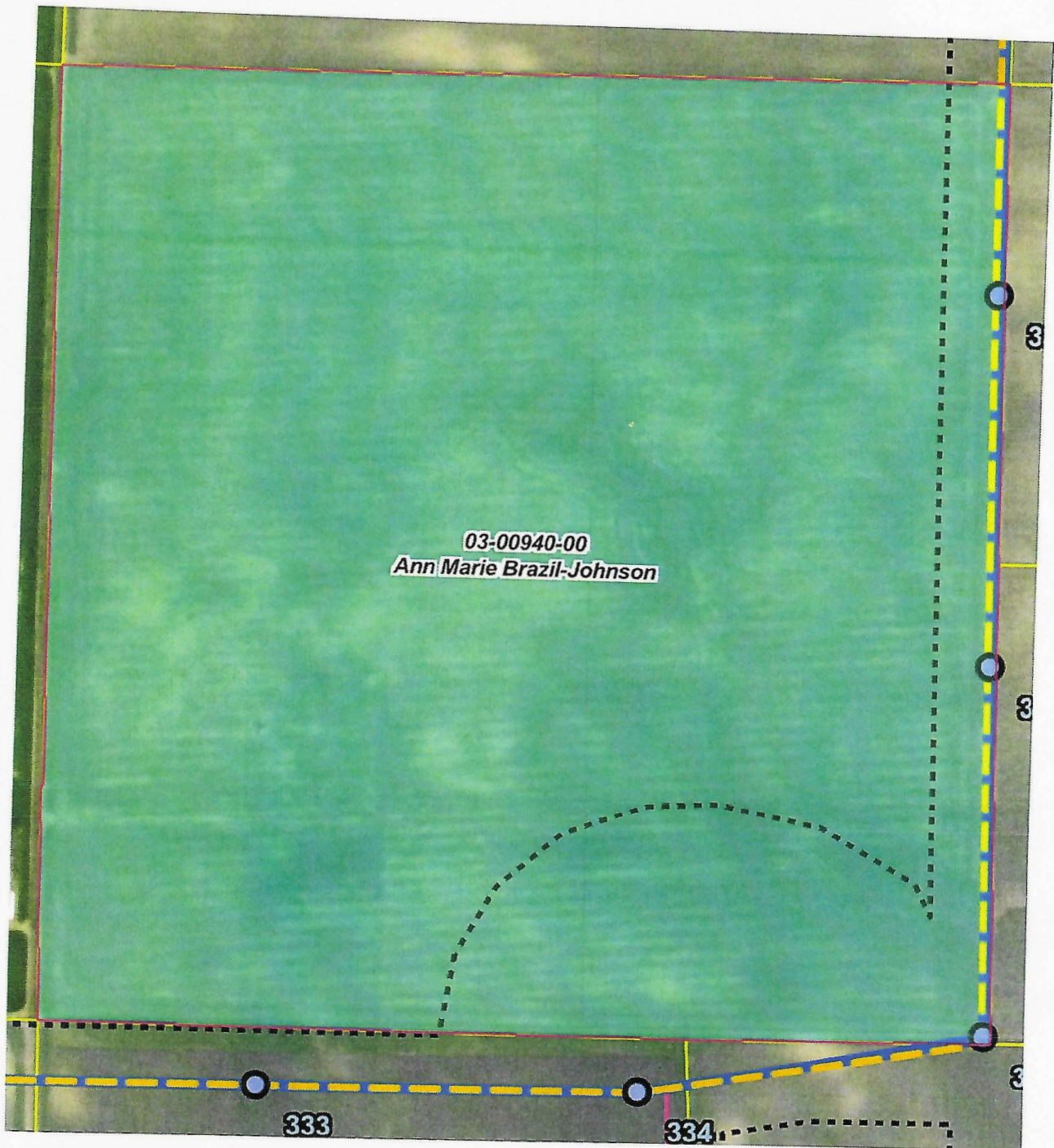


EXHIBIT A
Parcel: 201
PID: 03-00930-00

Preliminary

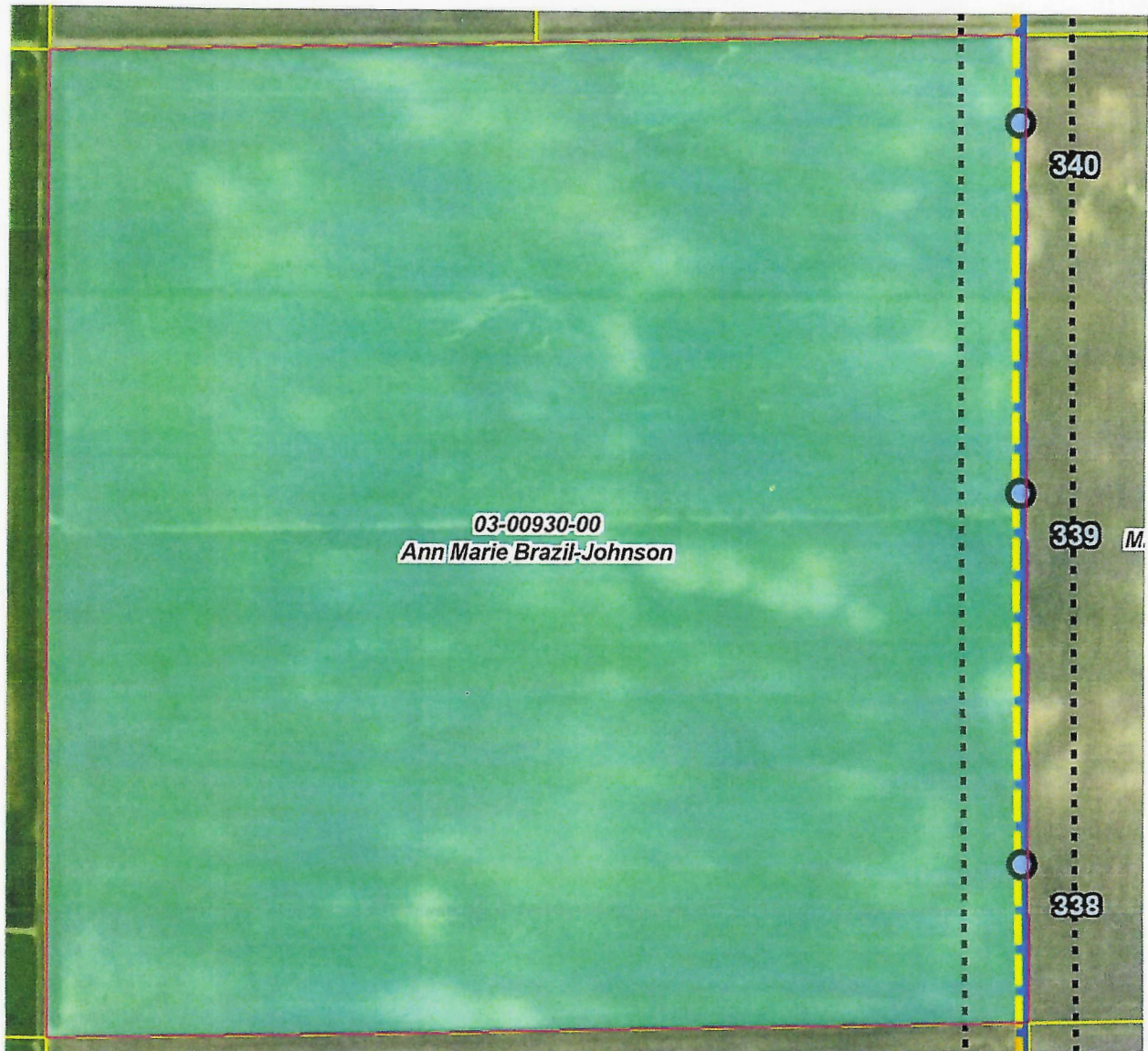


EXHIBIT A
Parcel: 199
PID: 03-00777-00

Preliminary

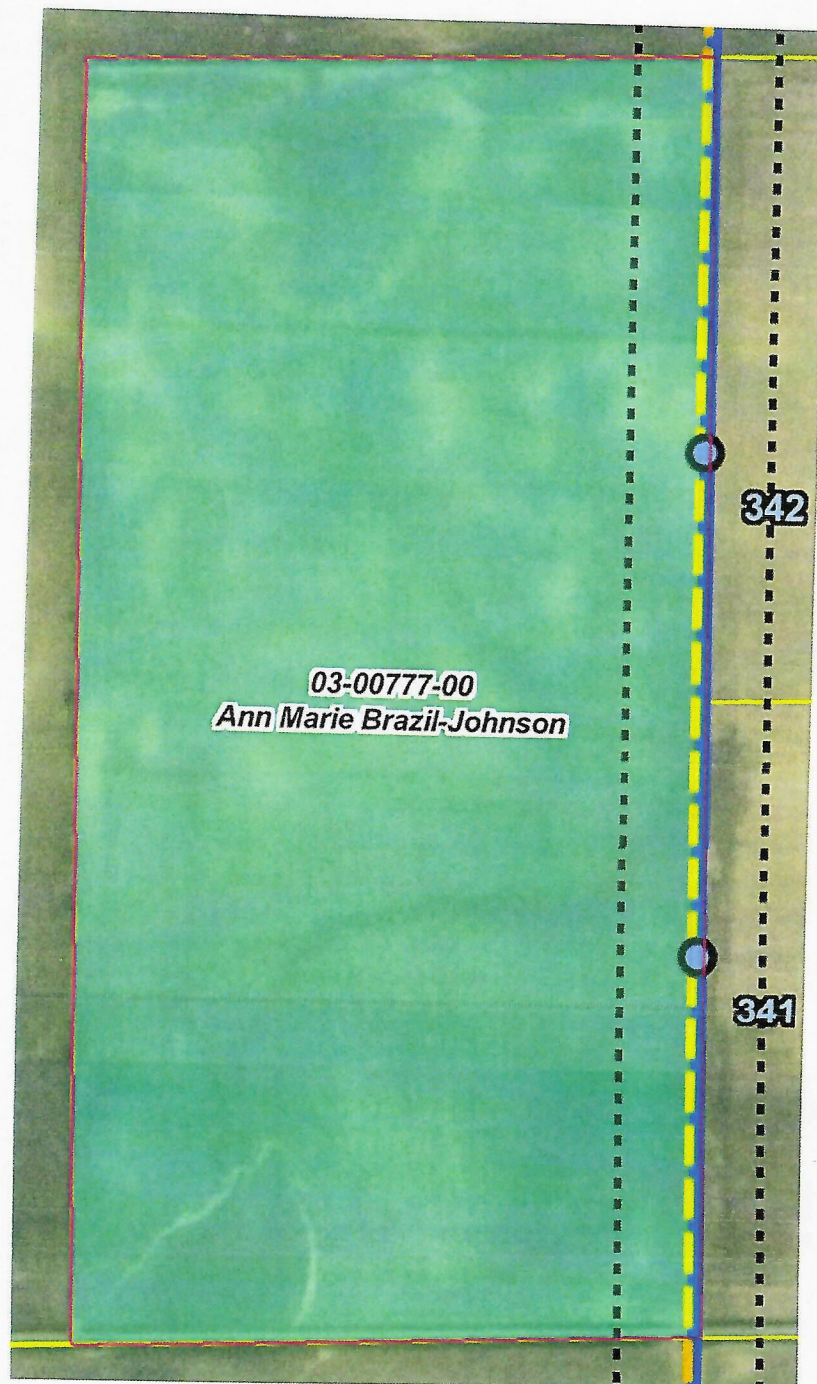


EXHIBIT A
Parcel: 199
PID: 03-00777-00

Preliminary

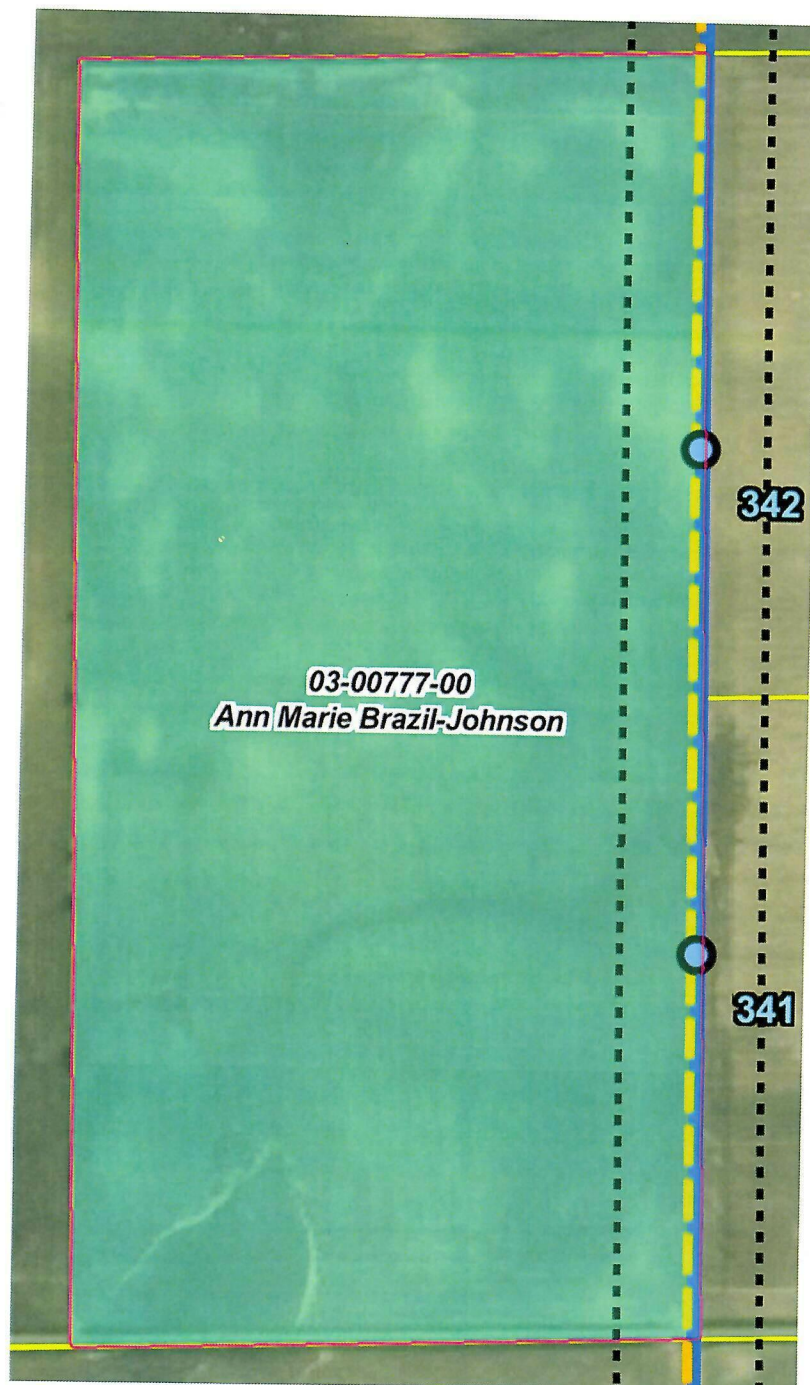


EXHIBIT A
Parcel: 201
PID: 03-00930-00

Preliminary

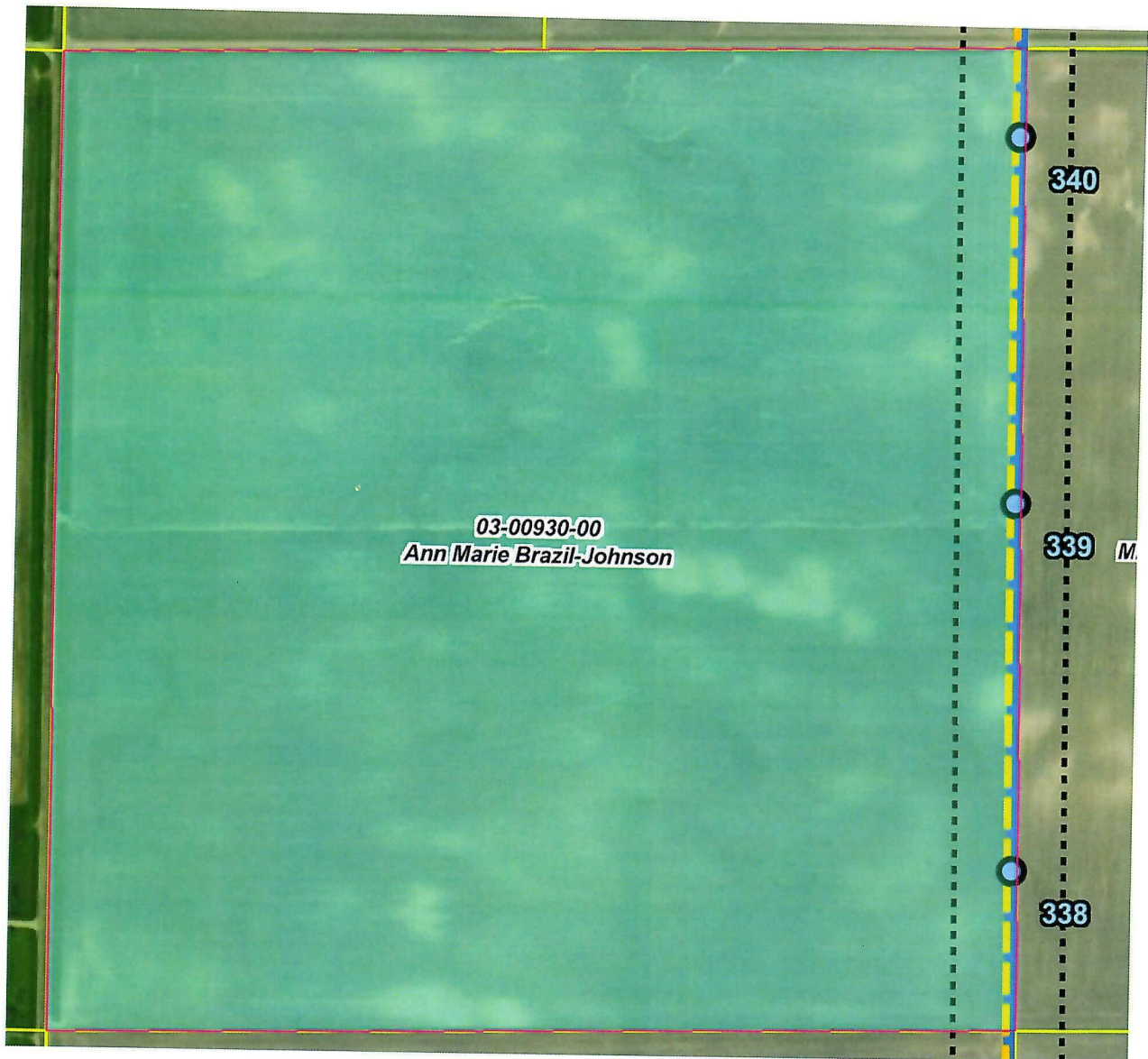
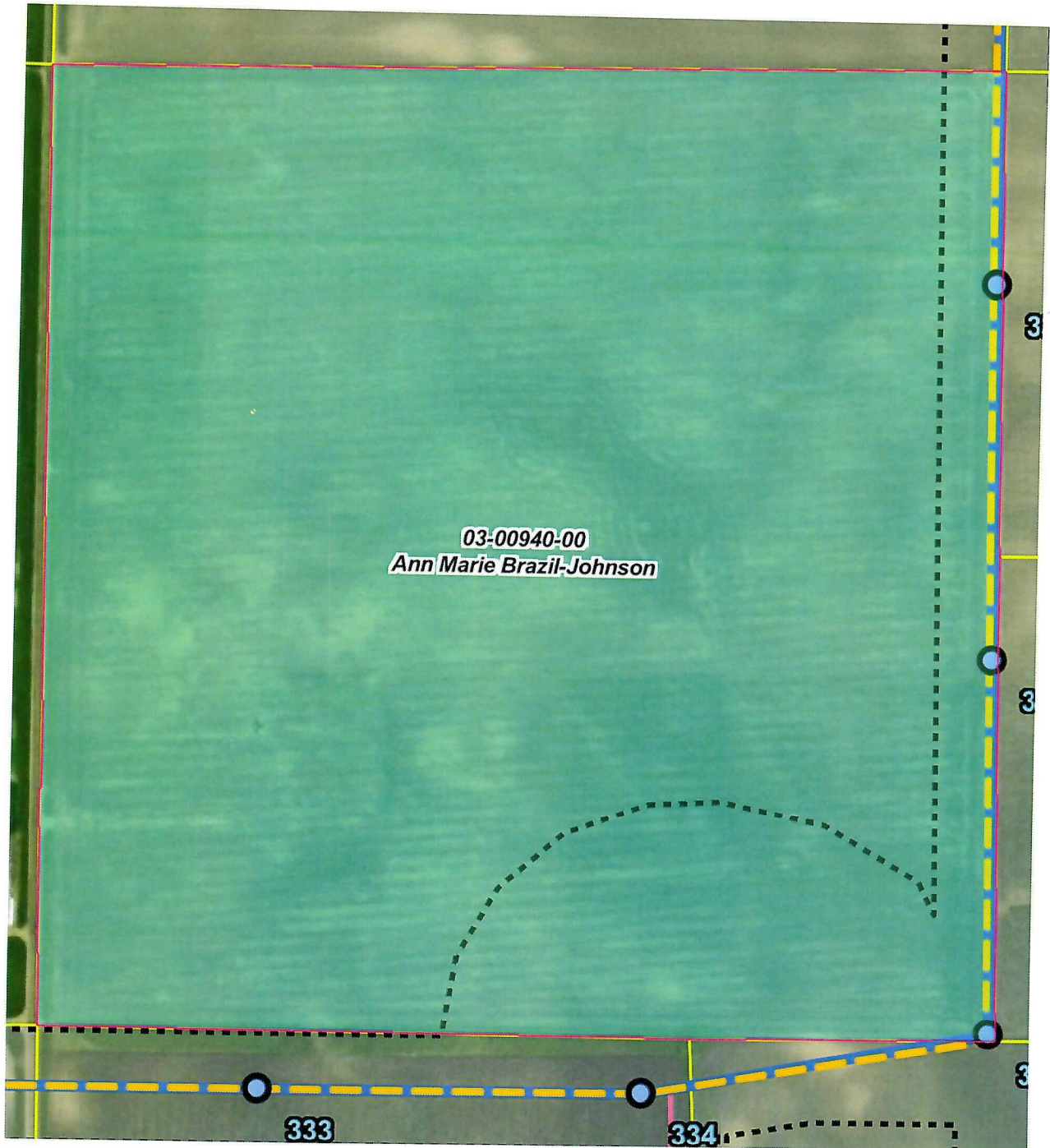


EXHIBIT A
Parcel: 204
PID: 03-00940-00

Preliminary



Map 3
SITE LAYOUT
Site Permit Application
Birch Coulee Solar LLC

Legend:

- Site
- Anticipated Development Area
- Proposed Solar Arrays
- Access Routes
- Stormwater Basin
- Laydown Yard (temporary or permanent)
- Laydown Yard (temporary)
- Project Substation
- Utility-Owned Switchyard
- Inverter
- Franklin 115 kV Substation
- Utility Distribution Substation
- Gen-Tie
- Field-Identified Wetland
- Watercourse
- Boundaries
- Tree Areas
- Native Vegetation Areas
- Municipal Boundary
- Title Lines (Renville Co)
- Open Ditches (Renville Co)
- Dwelling

Scale: 0, 500, 1,000 Feet

North Arrow: N

Map Labels: 670th Ave, 400th St, Sullivan, Renville County, 1st Ave E, 15th St E, 16th St E, 17th St E, 18th St E, 19th St E, 20th St E, 21st St E, 22nd St E, 23rd St E, 24th St E, 25th St E, 26th St E, 27th St E, 28th St E, 29th St E, 30th St E, 31st St E, 32nd St E, 33rd St E, 34th St E, 35th St E, 36th St E, 37th St E, 38th St E, 39th St E, 40th St E, 41st St E, 42nd St E, 43rd St E, 44th St E, 45th St E, 46th St E, 47th St E, 48th St E, 49th St E, 50th St E, 51st St E, 52nd St E, 53rd St E, 54th St E, 55th St E, 56th St E, 57th St E, 58th St E, 59th St E, 60th St E, 61st St E, 62nd St E, 63rd St E, 64th St E, 65th St E, 66th St E, 67th St E, 68th St E, 69th St E, 70th St E, 71st St E, 72nd St E, 73rd St E, 74th St E, 75th St E, 76th St E, 77th St E, 78th St E, 79th St E, 80th St E, 81st St E, 82nd St E, 83rd St E, 84th St E, 85th St E, 86th St E, 87th St E, 88th St E, 89th St E, 90th St E, 91st St E, 92nd St E, 93rd St E, 94th St E, 95th St E, 96th St E, 97th St E, 98th St E, 99th 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NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 4

Nordby 160

Certificate of Survey

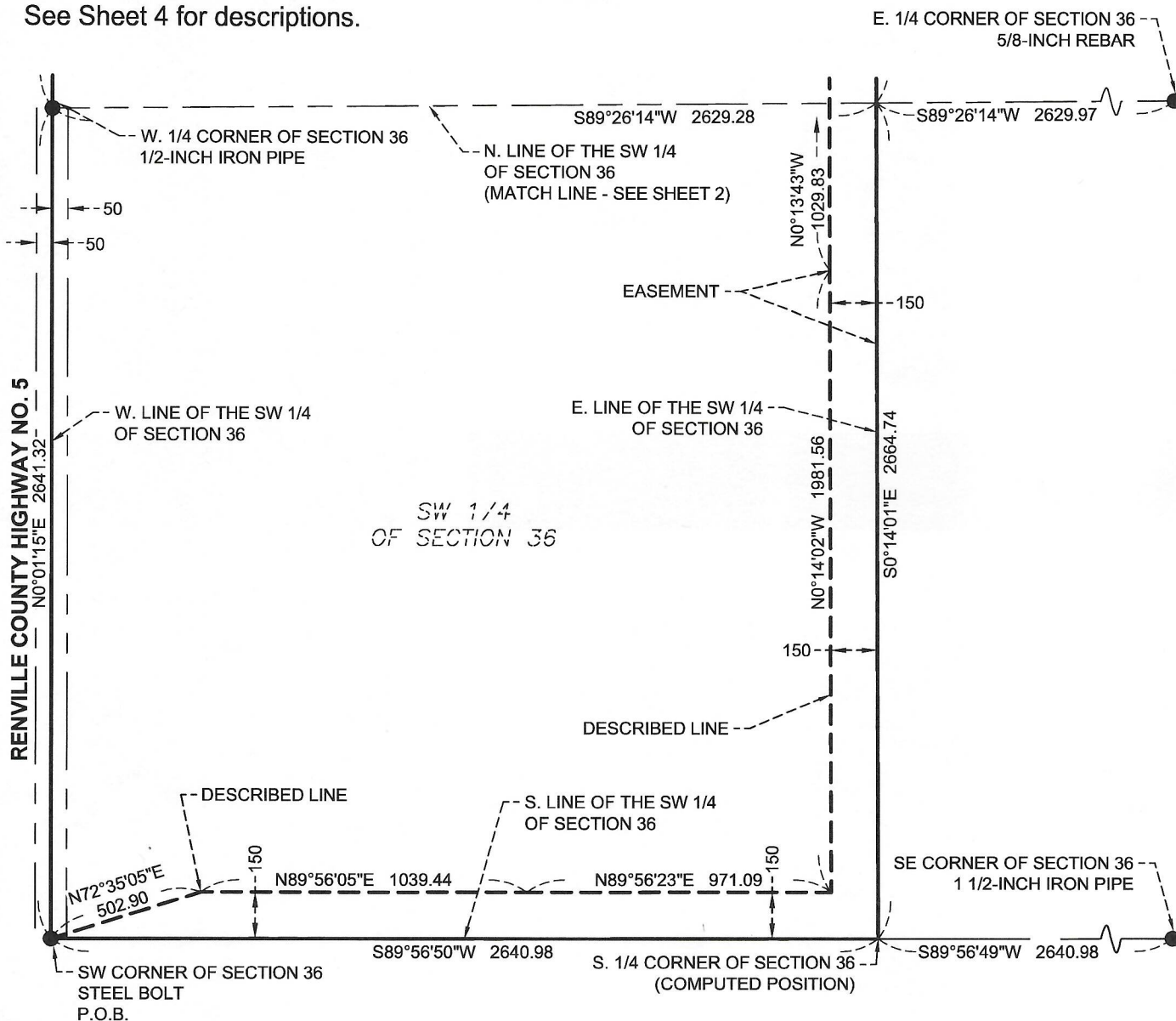
Location: Birch Coulee Township, Renville County, Minnesota

Grantor: Ann Marie Brazil Johnson and Michael Johnson

See Sheet 4 for descriptions.



Scale: 1" = 500'



P.O.C. DENOTES POINT OF COMMENCEMENT

P.O.B. DENOTES POINT OF BEGINNING

P.O.T. DENOTES POINT OF TERMINATION

PARCEL: 03-00777-00, 03-00930-00
& 03-00940-00

SEC. 25 & 36, T. 113N., R. 34W.,
5TH P.M.

CO.: RENVILLE

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 MINNESOTA.

ERIC A. ROESER

LIC. NO. 47476

DATE: May 9, 2025



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 4

Jensen 160



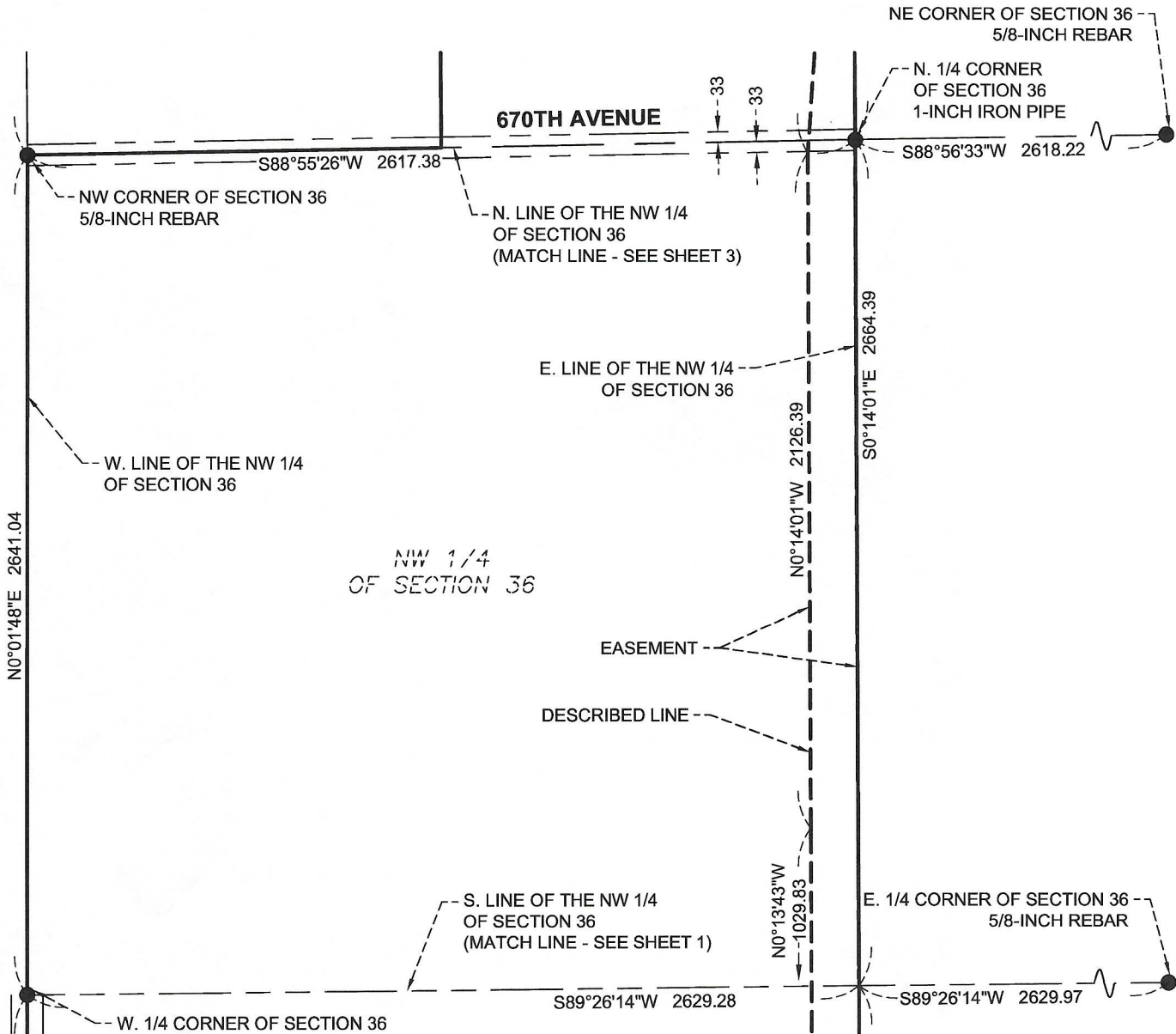
Scale: 1" = 500'

Certificate of Survey

Location: Birch Coulee Township, Renville County, Minnesota

Grantor: Ann Marie Brazil Johnson and Michael Johnson

See Sheet 4 for descriptions.



PARCEL: 03-00777-00, 03-00930-00

& 03-00940-00

SEC. 25 & 36, T. 113N., R. 34W.,

5TH P.M.

CO.: RENVILLE

P.O.B. DENOTES POINT OF BEGINNING
P.O.T. DENOTES POINT OF TERMINATION



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 3 OF 4

Jensen 80

Certificate of Survey

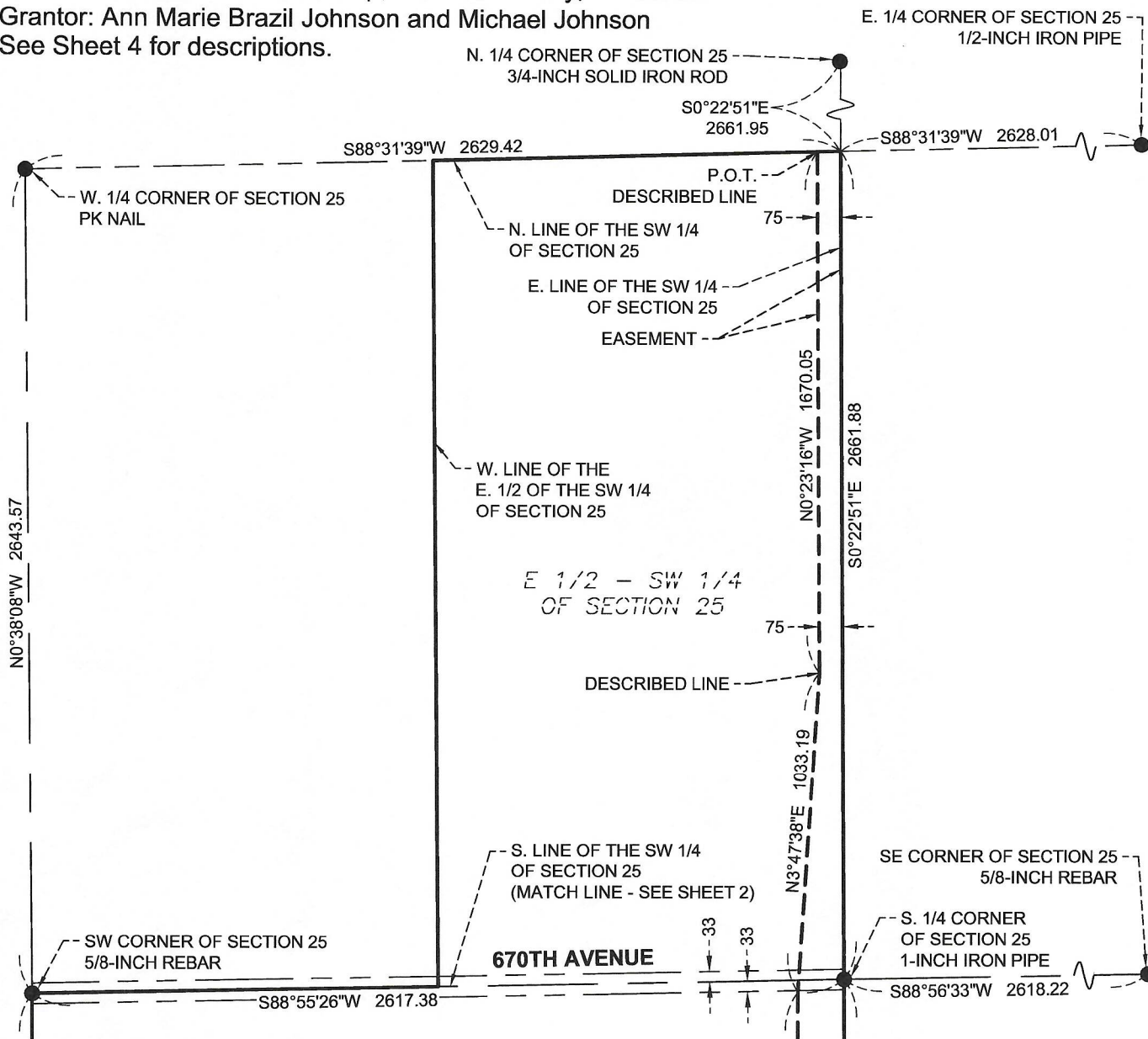
Location: Birch Coulee Township, Renville County, Minnesota

Grantor: Ann Marie Brazil Johnson and Michael Johnson

See Sheet 4 for descriptions.



Scale: 1" = 500'



PARCEL: 03-00777-00, 03-00930-00

& 03-00940-00

SEC. 25 & 36, T. 113N., R. 34W.,

5TH P.M.

CO.: RENVILLE

P.O.B. DENOTES POINT OF BEGINNING
P.O.T. DENOTES POINT OF TERMINATION



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 4 OF 4

Certificate of Survey

Location: Birch Coulee Township, Renville County, Minnesota

Grantor: Ann Marie Brazil Johnson and Michael Johnson

"Property":

The East Half of the Southwest Quarter (E1/2 of SW1/4) of Section Twenty-five (25), Township One Hundred Thirteen (113) North, Range Thirty-four (34) West, Renville County, Minnesota.

AND

The Northwest Quarter (NW1/4) of Section Thirty-six (36), Township One Hundred Thirteen (113) North, Range Thirty-four (34) West, Renville County, Minnesota.

AND

The Southwest Quarter (SW1/4) of Section Thirty-six (36), Township One Hundred Thirteen (113) North, Range Thirty-Four (34) West, Renville County, Minnesota.

"Easement Area":

An easement over, under, and across that part of the herein before described "Property," lying southeasterly, southerly and easterly of the following described line:

Beginning at the southwest corner of said Section 36; thence North 72 degrees 35 minutes 05 seconds East, a distance of 502.90 feet; thence North 89 degrees 56 minutes 05 seconds East, a distance of 1039.44 feet; thence North 89 degrees 56 minutes 23 seconds East, a distance of 971.09 feet; thence North 00 degrees 14 minutes 02 seconds West, a distance of 1981.56 feet; thence North 00 degrees 13 minutes 43 seconds West, a distance of 1029.83 feet; thence North 00 degrees 14 minutes 01 seconds West, a distance of 2126.39 feet; thence North 03 degrees 47 minutes 38 seconds East, a distance of 1033.19 feet; thence North 00 degrees 23 minutes 16 seconds West, a distance of 1670.05 feet to the north line of the Southwest Quarter of said Section 25 and said line there terminating.

For the purposes of this description, the west line of the Southwest Quarter of said Section 36 is assumed to bear North 00 degrees 01 minutes 15 seconds East.

PARCEL: 03-00777-00, 03-00930-00
& 03-00940-00

SEC. 25 & 36, T. 113N., R. 34W.,
5TH P.M.
CO.: RENVILLE

"Summary of Areas":

Easement:	31.50 acres, more or less
Easement in R.O.W.;	0.23 acres, more or less
Easement Less R.O.W.;	31.27 acres, more or less

Prepared by:

Community Energy Solar, LLC
Three Radnor Corporate Center, Suite 300
100 Matsonford Rd.
Radnor, PA 19087

Requesting Party: COMMUNITY ENERGY SOLAR, I

After recording return to:

Birch Coulee Solar LLC
Attn: Controller
Three Radnor Corporate Center, Suite 300
100 Matsonford Rd.
Radnor, PA 19087

Township/Borough: Birch Coulee Township, Renville County, MN

Tax Parcel No: 03-00960-00 and 03-00950-00

MEMORANDUM OF SOLAR ENERGY AND STORAGE LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY AND STORAGE LEASE AGREEMENT (this "Memorandum") is dated July 14, 2021 ("Effective Date"), by and between **EUNICE RUFF, MARY JO COLE AND CAROLINE HICKETHIER** ("Lessor"), with and address of 11142 Mount Curve Road, Eden Prairie, MN 55347, to be indexed as grantor, and **BIRCH COULEE SOLAR LLC**, a Delaware limited liability company ("Lessee"), with and address of Three Radnor Corporate Center, Suite 300, 100 Matsonford Road, Radnor, PA 19087, to be indexed as grantee.

WHEREAS, the Lessor and Lessee have entered into a Solar Energy and Storage Lease Agreement dated July 14, 2021 ("Lease Agreement") with respect to a leasehold interest and easements burdening the Land (described below); and

WHEREAS, Lessor and Lessee desire to provide notice to third parties of said Lease Agreement by recording this Memorandum in the Renville County Tax Office for the county in which the Land is located.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby provide public notice of and agree to the following:

1. **Demise; Description of Premises.** Lessor does hereby grant, demise, let and lease unto Lessee, and Lessee does hereby take and lease from Lessor, a leasehold interest in and easements upon the certain premises described on Exhibit A attached hereto (the "Land") for purposes of developing, constructing, owning, operating and otherwise dealing with a solar powered electric

23
Birch
Coulee
Solar
LLC

generating facility and/or (ii) battery storage facility, subject to the terms and conditions contained in the Lease Agreement.

2. Term. The effective date of the Lease Agreement is July 14, 2021. The Lease Agreement contains a development feasibility term of Two (2) years (the "Development Feasibility Term"). Lessee may extend the Development Feasibility Term for Two (2) additional One (1) year periods by notice to Lessor before the expiration of the Development Feasibility term or any extension thereof. If the Commercialization Date does not occur prior to the expiration of the Development Feasibility Term (as it may be extended) the Lease Agreement shall terminate. If the Commercialization Date occurs prior to the expiration of the Development Feasibility Term the Lease Agreement will enter into a Twenty-Five Years (25) year commercial term ("Commercial Term") which may be extended by Lessee for Two (2) additional period of Five (5) years each by written notice to Lessor not earlier than eighteen (18) months and not later than six (6) months prior to the expiration of the Commercial Term or any extension thereof. For purposes of this paragraph, the term "Commercialization Date" shall mean the earlier of (a) when earth is moved for the improvement of the Land for the construction of the Energy Facility, or (b) when the first Energy Facility support structure is installed below grade at the Land. If all extensions of the Lease Agreement are exercised, then the Lease Agreement will expire on July 14, 2046, unless sooner terminated.

3. Assignment. Lessee may assign the leasehold interest and easements or grant licenses and sub-easements, relating to the Land in accordance with the terms set forth in the Lease Agreement.

4. Subsequent Interests. The rights of Lessee under the Lease Agreement are intended to run with the Land, and be prior and superior to the rights of any person subsequently acquiring any interest in the Land. Any person or entity acquiring the Land or any interest therein, shall take subject to the rights of Lessee under the Lease Agreement. This Memorandum shall constitute notice to third parties of the existence of the Lease Agreement and the rights of Lessee thereunder.

5. Not a Fixture. Lessor shall have no ownership or other interest in any equipment, facilities, or other improvements installed on the Land by or on behalf of Lessee (the "Equipment and Facilities"), and Lessee shall at all times retain title to any Equipment and Facilities. Any Equipment and Facilities are not fixtures, and Lessor may not sell, lease, assign, mortgage, pledge, or otherwise alienate or encumber any Equipment and Facilities together with its interest in the Land.

6. Other Terms and Provisions. The Lease Agreement contains other provisions governing the rights, duties and obligations of Lessor and Lessee. Reference is made to the Lease Agreement for the complete provisions. This Memorandum is not intended to modify or supplement the provisions of the Lease Agreement. In the event of a conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

(Signatures on following pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

BIRCH COULEE SOLAR LLC,
a Delaware limited liability company

By: Community Energy Solar, LLC
Its Managing Member

By: [Signature]

Name: Joel Thomas

Title: Executive Vice President

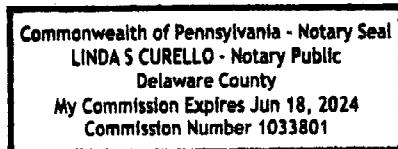
STATE OF Pennsylvania)

)ss.

COUNTY OF Delaware)

On the 16th day of July, 2021 before the undersigned, personally appeared Joel Thomas personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as Executive Vice President of Community Energy Solar, LLC, Managing Member of Birch Coulee Solar LLC.

NOTARIAL SEAL



[Signature]

Name: Linda S. Curello

Notary - State of Pennsylvania

My Commission Expires: June 18, 2024

Notary Registration No.: 1033801

(Signatures continue on following page)

LESSOR:

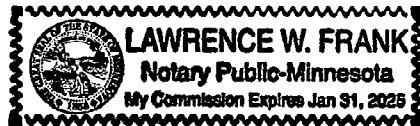
Eunice Ruff
An individual

Eunice Ruff

STATE OF MINNESOTA)
)ss.
COUNTY OF REDWOOD)

On the 14 day of JULY in year 2021 before me, the undersigned, personally appeared Eunice Ruff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, executed the instrument.

NOTARIAL SEAL



Lawrence W. Frank

Name: _____

Notary – State of _____

My Commission Expires: _____

Notary Registration No.: _____

(Signatures continue on following page)

LESSOR:

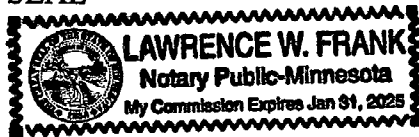
Mary Jo Cole,
An individual

Mary Jo Cole

STATE OF MINNESOTA)
)ss.
COUNTY OF REDWOOD)

On the 14 day of JULY 2021 in year 2021 before me, the undersigned, personally appeared Mary Jo Cole, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, executed the instrument.

NOTARIAL SEAL



Lawrence W. Frank

Name: _____

Notary – State of _____

My Commission Expires: _____

Notary Registration No.: _____

(Signatures continue on following page)

LESSOR:

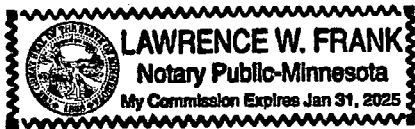
Caroline Hickethier,
An individual

Caroline A. Hickethier

STATE OF MINNESOTA)
)ss.
COUNTY OF REDWOOD)

On the 14 day of JULY in year 2021 before me, the undersigned, personally appeared Caroline Hickethier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, executed the instrument.

NOTARIAL SEAL



Lawrence W. Frank

Name: _____

Notary – State of _____

My Commission Expires: _____

Notary Registration No.: _____

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

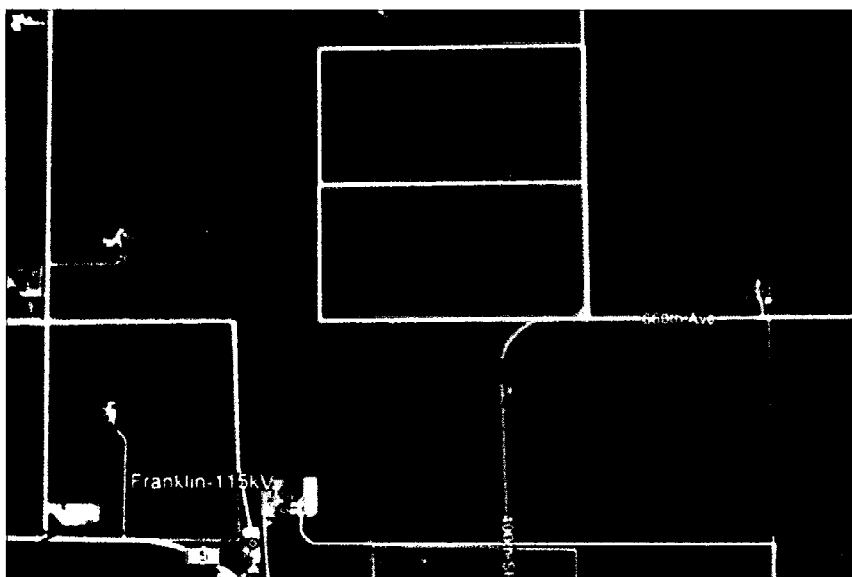
Birch Coulee Solar LLC
Attn: Controller
Three Radnor Corporate Center, Suite 300
100 Matsonford Rd.
Radnor, PA 19087

EXHIBIT A

(Memorandum of Lease Agreement)

Description of Land

All that certain real property located in Birch Coulee Township, Renville County, more specifically described by Renville County Tax Office as tax parcel 03-00960-00 and 03-00950-00, as depicted in the drawing below, comprising approximately 160 acres.



Requesting Party: AES Clean Energy Development
This document has been electronically recorded

Prepared by and recording requested by and
when recorded mail to:

Birch Coulee Solar LLC
Attention: Land Manager
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106

(space above this line for recorder's use)

MEMORANDUM TO FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS MEMORANDUM TO FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of July 15, 2024, between **Michael T. Sullivan and Jane A. Sullivan, husband and wife**, with an address at 37903 County Road 2, Franklin, MN 55333 ("Owner"), and **Birch Coulee Solar LLC**, a Delaware limited liability company, with an address at 2180 South 1300 East, Suite 500, Salt Lake City, UT 84106 ("Optionee"), in light of the following facts and circumstances:

RECITALS:

WHEREAS, Owner and Optionee are parties to that certain Purchase Option Agreement dated June 30, 2021 (the "Agreement"), as evidenced by that certain Memorandum of Purchase Option Agreement dated June 30, 2021 and recorded on August 23, 2021 as Document #A396966 with the Office of County Recorder, Renville County, Minnesota, pursuant to which Owner has granted to Optionee an exclusive option to purchase all or a portion of certain real property located in Renville County, Minnesota, as more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Owner and Optionee subsequently entered into a First Amendment to Purchase Option Agreement dated June 21, 2024 ("First Amendment"), whereby Owner and Optionee agreed to amend the Agreement as expressly set forth therein.

WHEREAS, Owner and Optionee desire to set forth certain terms and conditions of the First Amendment in a manner suitable for recording in with the Office of County Recorder, Renville County, Minnesota, in order to provide record notice of the First Amendment, and Optionee's rights

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Amendment of Agreement. The Agreement is hereby amended:

- a. Such that the "Option Period" is amended and extended to include an additional four (4) year period such that the Option Period, as extended, will expire on June 30, 2028.
- b. According to all other terms and conditions set forth in the Amendment.

2. Successors and Assigns. The terms of this Memorandum and the Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Owner and Optionee include their respective successors and assigns. References to the Agreement includes any amendments thereto.

3. Miscellaneous. This Memorandum is executed for the purpose of recording with the Office of County Recorder, Renville County, Minnesota, in order to provide public record notice of the Agreement and Optionee's rights in and to the land subject to the Agreement. All persons are hereby put on notice of and shall have a duty to inquire regarding the Agreement and all of the provisions thereof and the rights, title, interests, and claims of Optionee in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date of the Agreement shall be subordinate to the terms of the Agreement. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Owner and Optionee, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

OWNER:

By: Michael T Sullivan
Name: Michael T. Sullivan

By: Jane A Sullivan
Name: Jane A. Sullivan

OPTIONEE:

Birch Coulee Solar LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Owner and Optionee, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

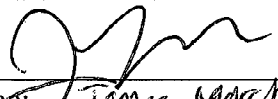
OWNER:

By: _____
Name: Michael T. Sullivan

By: _____
Name: Jane A. Sullivan

OPTIONEE:

Birch Coulee Solar LLC,
a Delaware limited liability company

By: 
Name: James Marshall
Title: CEO

ACKNOWLEDGEMENT OF OWNER

STATE OF ~~NEW YORK~~ ^{Minnesota} }
COUNTY OF Redwood } S.S

On the 21st day of June in the year 2024, before me, the undersigned, personally appeared Michael T. Sullivan and Jane A. Sullivan personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature: [Handwritten Signature]
Printed Name: _____
Notary Public, State of _____
My commission expires: _____
My commission number: _____

(Notary Seal)

ACKNOWLEDGEMENT OF OPTIONEE

STATE OF UTAH }
 } S.S
COUNTY OF SALT LAKE }

On July 15, 2024 before me, Jacki Tillmann, Notary Public, personally appeared, James Marchant, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jacki Tillmann

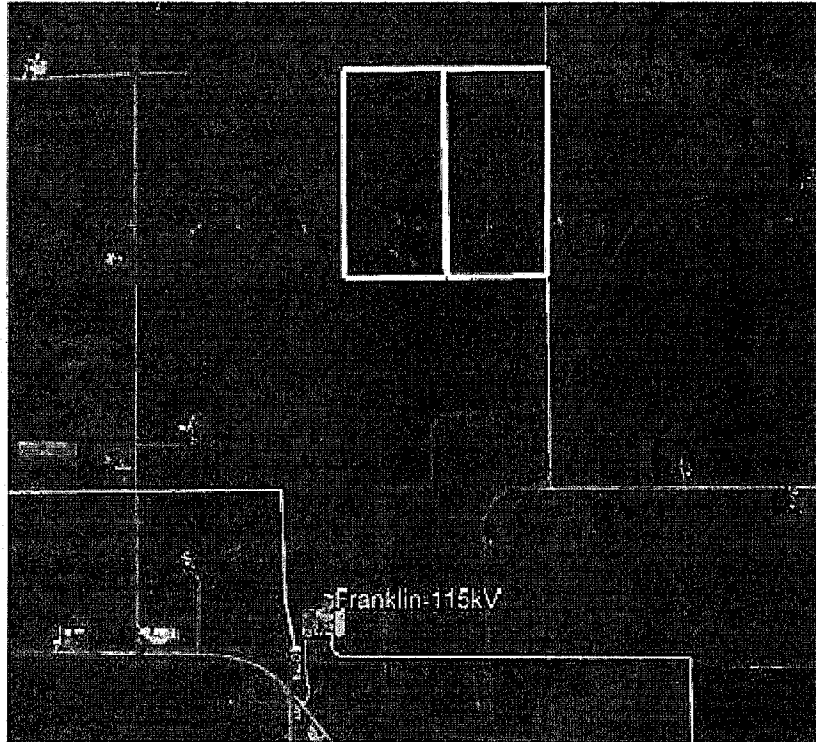


(Notary Seal)

EXHIBIT A

Legal Description of the Property

That certain real property located in, Birch Cooley, Renville County, Minnesota, more specifically described by Renville County Tax Office as tax parcel 03-00921-00 and 03-00920-00 as depicted by yellow outlines in the drawing below, comprising approximately 160 acres.



Tract 1:

PID 03-00921-00

E ½ of NE ¼ of Sec 36, Twp 113, Rg 34 West of the Third Principal Meridian Renville County, Minnesota.

Tract 2:

PID 03-00920-00

W ½ of NE ¼ of Sec 36, Twp 113, Rg 34 West of the Third Principal Meridian Renville County, Minnesota.

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

EASEMENT

The undersigned, Paul Schroedl and Dawn Schroedl, husband and wife, as joint tenants, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Northern States Power Company, a Minnesota corporation, hereinafter called "Grantee," its successors and assigns, the right, privilege and easement to survey, construct, operate, maintain, rebuild, relocate, upgrade or remove electric lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, devices and equipment appurtenant thereto (collectively referred to as "Facilities"); said Facilities being necessary for the purposes of conducting electric energy, light, and communication impulses, through, over, under and across the following described lands situated in the County of Stearns, State of Minnesota, to wit:

See **Exhibit A**

(the "Premises").

Except for the rights of access, tree trimming, and to temporary construction area(s) granted herein upon the Premises, the easement granted herein shall be limited to that part of the Premises, more particularly described on Exhibit A as the "Easement Area."

Grantee shall have the right to enter upon the Premises to survey for and locate the Facilities, and construct, operate, maintain, relocate, or remove the Facilities, and also 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 the Facilities) or objects, except fences, which in the opinion of Grantee will interfere with said lines.

The grant of easement herein contained shall also include the right of Grantee 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 Grantee of the Premises adjacent to said Easement Area from time to time during construction, repair or replacement of the Facilities, for additional construction area(s).

The Facilities and supporting structures from time to time may be reconstructed or relocated on said Easement Area with changed dimensions and to operate at different voltages.

Grantee shall have the right to install within the Easement Area additional equipment and facilities for the distribution of energy, light, and communication impulses. All Facilities installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Grantor agrees to not erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees to not plant any trees within the Easement Area, and to not perform any act that will interfere with or endanger the Facilities.

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 also reserves the right to dedicate and have or permit to be improved, maintained, graded 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 Facilities, provided that said Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric Facilities. Grantor further agrees to not materially alter the existing ground elevations in a manner that could interfere with Grantee's construction, operation, maintenance, relocation, or removal of its Facilities; or to 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. Grantor, its agents or assigns must submit plans of Improvements or other installations within the Easement Area for review and written determination of compatibility by Grantee prior to installation of the Improvements.

After installation of the Facilities or after the exercise of any of the rights granted herein, Grantee agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris and spoils resulting from the use of the Property and Easement Area. Grantee shall pay for all actual damages to crops directly caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to Grantee's nearest office.

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 Minnesota.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 29th day of April, 2020.

The remainder of this page is intentionally blank.

**SIGNATURE PAGE TO
EASEMENT**

GRANTOR

Paul Schroedl

Name: Paul Schroedl

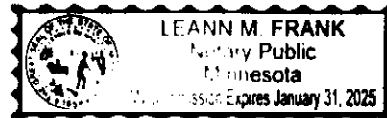
Dawn Schroedl

Name: Dawn Schroedl

STATE OF MINNESOTA)
) ss.
COUNTY OF Pennington)

The foregoing instrument was acknowledged before me this 29th day of
April 2020 by Paul Schroedl and Dawn Schroedl, husband and wife, as joint tenants.

LeAnn M. Frank
Notary Public, State of Minnesota
My commission expires: 1-31-2025



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



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 2 SHEETS

Certificate of Survey

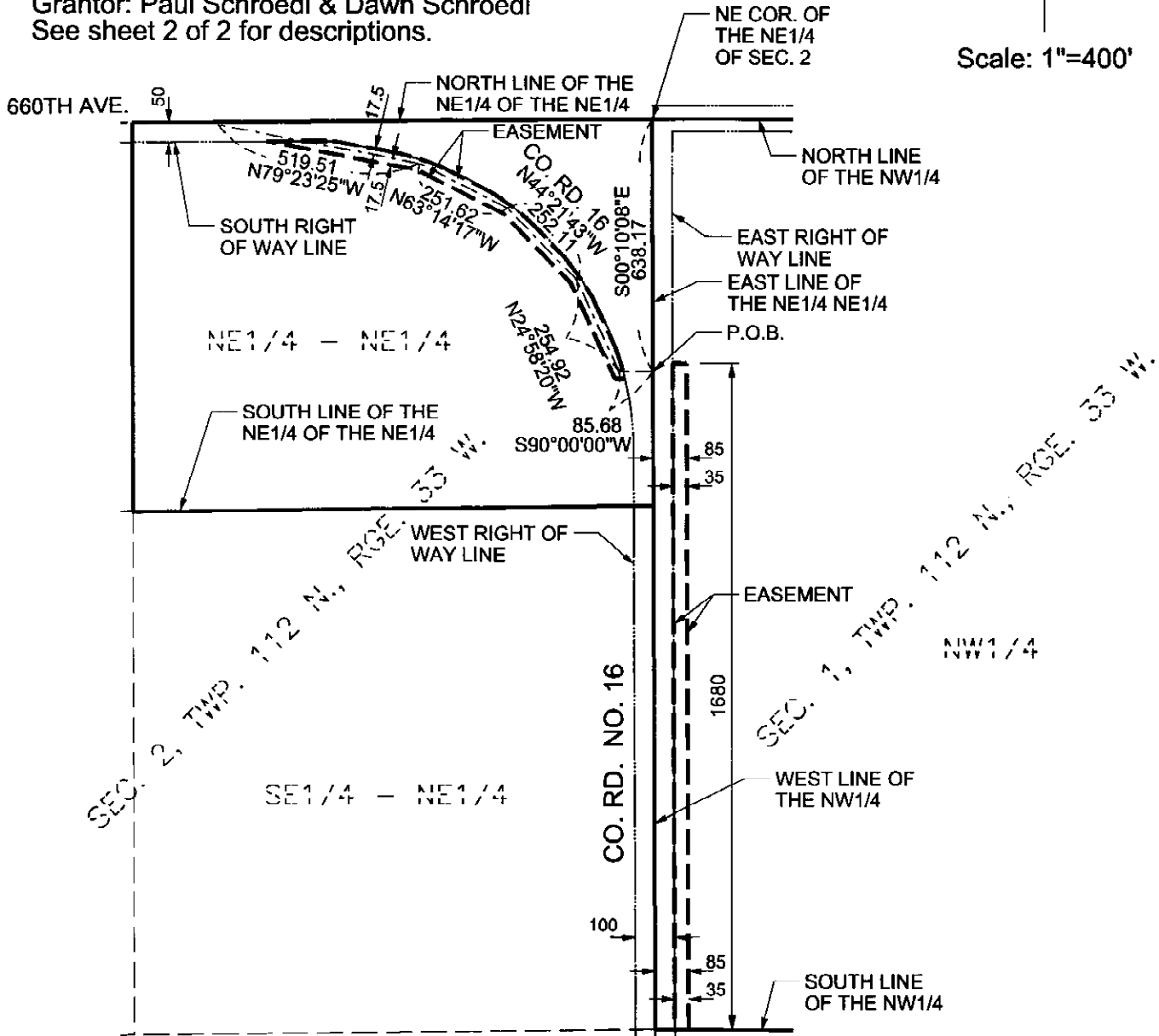
Location: Camp Township, Minnesota

Grantor: Paul Schroedl & Dawn Schroedl

See sheet 2 of 2 for descriptions.



Scale: 1"=400'



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 MINNESOTA.

Michael E. Cannon
MICHAEL E. CANNON

LIC. NO. 40035

LINE: Wellington Tap
PARCEL: P. Schroedl
SEC. 1 & 2, T. 112 N., R. 33 W., 5th P.M.
CO.: Renville

DATE 1-20-2021



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey

Location: Camp Township, Minnesota

Grantor: Paul Schroedl & Dawn Schroedl

"Property":

The Fractional Quarter of the Northeast Quarter of the Northeast Quarter of Section 2, Township 112 North, Range 33 West, Renville County, Minnesota.
AND

The Northwest Quarter of Section 1, Township 112, Range 33 West, Renville County, Minnesota except:

Commencing at the Northeast corner of said Northeast Quarter of the Northwest Quarter and thence south along the East line of said Northeast Quarter of the Northwest Quarter a distance of 602 feet; thence West and parallel to the North line of said Northeast Quarter of the Northwest Quarter a distance of 323 feet; thence North and parallel to the East line of said Northeast Quarter of the Northwest Quarter a distance of 426 feet; thence West and parallel to the North line of said Northeast Quarter of the Northwest Quarter a distance of 133 feet; thence North and parallel to the East line of said Northeast Quarter of the Northwest Quarter a distance of 176 feet; thence East along the North line of said Northeast Quarter of the Northwest Quarter a distance of 456 feet to the point of beginning.

"Easement Area":

An easement over, under and across the herein before described "Property" described as follows:

The East 35.00 feet of the West 85.00 feet of the south 1680.00 feet of the Northwest Quarter of Section 1, Township 112 North, Range 33 West.

AND

A 35.00 foot wide easement over, under and across the herein before described "Premises" which lies 17.50 feet on each side of the following described centerline:

Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of Section 2, Township 112 North, Range 33 West; thence South 00 degrees 10 minutes 08 seconds East 638.17 feet along the east line of said Northeast Quarter of the Northeast Quarter to the point of beginning of the centerline to be described; thence North 90 degrees 00 minutes 00 seconds West 85.68 feet; thence North 24 degrees 58 minutes 20 seconds West 254.92 feet; thence North 44 degrees 21 minutes 43 seconds West 252.11 feet; thence North 63 degrees 14 minutes 17 seconds West 251.62 feet; thence North 79 degrees 23 minutes 25 seconds West 519.51 feet and there terminating.

The sidelines of said easement are to be shortened or lengthened to intersect the west right of way line of County Road 16 and the south right of way line of 660th Avenue.

Containing 2.17 acres, more or less.

LINE: Wellington Tap

PARCEL: P. Schroedl

SEC. 1 & 2, T. 112 N., R. 33 W., 5th P.M.

CO.: Renville