

**OFFICE OF COUNTY RECORDER  
WADENA COUNTY MINNESOTA**

I hereby certify that  
this instrument # **215521**

was filed/recorded in this office  
for record on the 25<sup>th</sup> day of  
July 2006 at 9:01 am

Judy Aagard, County Recorder

by: Judy Aagard

46.00 recording fee  
-0- well certificate

Tract  
Compared SH  
Scanned

Reserved for Recording Data

OR 103868C  
160971

**ASSIGNMENT OF EASEMENTS**

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AQUILA, INC., a Delaware corporation ("Assignor"), with an address of 20 West Ninth Street, Kansas City, Missouri 64105, as successor to the interests of the various grantees of the Easements (as such term is defined in that certain "Asset Purchase Agreement" dated as of September 21, 2005, as amended, by and between Assignor and Assignee) as set forth in the Notice of Corporate Name Changes and Mergers from Peoples Natural Gas Company, Northern Minnesota Utilities, and Others to Aquila, Inc. attached as Exhibit "A" hereto and by this reference made a part hereof ("Notice of Corporate Name Change"), has granted, sold, conveyed, transferred, and assigned, and by these presents does hereby grant, sell, convey, transfer, and assign unto Minnesota Energy Resources Corporation, a Delaware corporation ("Assignee"), with a mailing address of 700 North Adams Street, P.O. Box 19001, Green Bay, WI 54307-9001, without representation or warranty of any kind except as set forth in the Asset Purchase Agreement, all of Assignor's right, title, and interest in and to the Easements, including the interests and rights (i) described or set forth on Exhibit "B" attached hereto and by this reference made a part hereof, and (ii) set forth in the unrecorded easements, if any, attached hereto at Exhibit "C" and by this reference made a part hereof.

This Assignment is being delivered pursuant to the Asset Purchase Agreement and will be construed consistently therewith. This Assignment is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of Assignor and Assignee under the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern.

TO HAVE AND TO HOLD the above-described premises unto Assignee and its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has executed this Assignment effective the 1st day of July, 2006.

AQUILA, INC., a Delaware corporation

By: [Signature]

Name: Keith G. Stamm

Title: Senior Vice President and Chief Operating Officer

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me this 27th day of June, 2006 by Keith G. Stamm, the Senior Vice President and Chief Operating Officer of Aquila, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
Name typed or printed: SARA R. GIETZEN

Notary Public, Jackson County, Missouri

My commission expires: 9.10.06

Acting in the County of Jackson, Missouri

SARA R. GIETZEN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: September 10, 2006

[SEAL]

This instrument was drafted by:  
Ellen Pantaenius, Esq.  
Blackwell Sanders Peper Martin, LLP  
4801 Main Street, Suite 1000  
Kansas City, Missouri 64112

When recorded, return to:  
Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401  
Attn: Mary Edgeton

**EXHIBIT "A"**  
**to Assignment of Easements**

**Notice of Corporate Name Change**

**NOTICE OF CORPORATE NAME CHANGES AND MERGERS FROM  
PEOPLES NATURAL GAS COMPANY, NORTHERN MINNESOTA UTILITIES,  
AND OTHERS TO  
AQUILA, INC.**

WHEREAS, Aquila, Inc., a Delaware corporation, (herein called "Aquila") is the successor by various name changes and mergers of a number of corporate entities that have acquired title to various Minnesota properties at various points in time in the past; and

WHEREAS, Aquila wishes to record notices of such various name changes and mergers in the records of the respective counties where such properties are located.

NOW, THEREFORE, the undersigned, Aquila, Inc., a Delaware corporation, hereby states that to its knowledge its corporate mergers and name changes in Minnesota are as follows:

**Peoples Natural Gas:**

A. Northern Natural Gas Company, a Delaware corporation, was formed on April 25, 1930.

B. Said Northern Natural Gas Company acquired the assets of Peoples Natural Gas Company, a Delaware corporation, on May 31, 1952, and thereafter, Northern Natural Gas Company formed a division thereof named Peoples Natural Gas Company, division of Northern Natural Gas Company.

C. Said Northern Natural Gas Company changed its corporate name to InterNorth, Inc., a Delaware corporation, on March 28, 1980.

D. UtiliCorp United Inc., a Missouri corporation, acquired said Peoples Natural Gas Company division from InterNorth, Inc. on December 20, 1985. Pursuant to such acquisition, UtiliCorp United Inc. succeeded to the ownership of all assets and property interests held on that day in the names of Peoples Natural Gas Company, Division of InterNorth, Inc.; and Peoples Natural Gas Company, Division of Northern Natural Gas Company; and Northern Natural Gas Company operating as Peoples Natural Gas Division.

E. Said UtiliCorp United Inc., a Missouri corporation, merged with UtiliCorp United Inc., a Delaware corporation, on March 26, 1987, the survivor of which became UtiliCorp United Inc., a Delaware corporation.

F. Said UtiliCorp United Inc., a Delaware corporation, changed its corporate name to Aquila, Inc., a Delaware corporation, effective March 15, 2002.

Northern Minnesota Utilities:

A. Inter-City Gas Limited, Inc., a Manitoba corporation, registered to do business in the State of Minnesota on December 31, 1968.

B. Said Inter-City Gas Limited, Inc. formed a division called Iron Range Natural Gas Company.

C. Said Inter-City Gas Limited, Inc. changed its corporate name to Inter-City Gas Corporation, a Manitoba corporation, on September 30, 1980.

D. Said Inter-City Gas Corporation formed a division thereof named Minnesota Utilities Division.

E. On December 1, 1986, UtiliCorp United Inc., a Missouri corporation, acquired the assets and properties of said Inter-City Gas Corporation which were operated by said Minnesota Utilities Division, including certain easements and rights-of-way held by North Star Natural Gas Company and Iron Range Natural Gas Company pursuant to the terms of that certain Purchase and Sale Agreement dated as of June 30, 1986 and thereafter operated said assets as a division named Northern Minnesota Utilities.

F. Said UtiliCorp United Inc., a Missouri corporation, merged with UtiliCorp United Inc., a Delaware corporation, on March 26, 1987, the survivor of which became UtiliCorp United Inc., a Delaware corporation.

G. Said UtiliCorp United Inc., a Delaware corporation, changed its corporate name to Aquila, Inc., a Delaware corporation, effective March 15, 2002.

IN WITNESS WHEREOF, the undersigned has executed this Notice effective the 1<sup>st</sup> day of July, 2006.

AQUILA, INC. a Delaware corporation

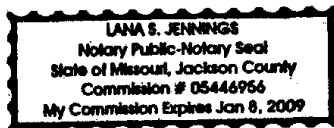
By: *[Signature]*

Name: Keith G. Stamm

Title: Senior Vice President and Chief Operating Officer.

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2006 by Keith G. Stamm, the Senior Vice President and Chief Operating Officer of Aquila, Inc., a Delaware corporation, on behalf of the corporation.




*Lana S Jennings*  
Name typed or printed: Lana S Jennings

Notary Public, Jackson County, Missouri

My commission expires: January 8, 2009

Acting in the County of Jackson, Missouri

[SEAL]

Potlatch Corp.	28-Dec-92	20	138	35				1. W 150 ft. of N 150 ft. of SE/4SW/4 of Sec. 20, T138N, R35W; 2. NE/4SE/4 of Sec. 8, T138N, R35W except the N 50 ft. thereof for county road & E/2NE/4 in Sec. 8T138N, R35W, except S 50 ft. for road; 3. W/2NW/4 of Sec. 4, T138N, R35W; 4. E/2SE/4 of Sec. 5
Quale, Donald & Delores	12-Feb-92	7	136	35				35 ft. wide strip in Govt. Lots 3 & 4 of Sec. 7, T136N, R35W; exc. For right of access, easement shall be the E 35 ft. of W 68 ft. of above land
Roiko, William & Linda	18-Mar-92	19	136	35				35 ft. wide strip in N/2NW/4 of Sec. 19, T136, R35; except for right of access, easement shall be the E 35 ft. of W 68 ft. of above land
Roiko, William & Linda	18-Mar-92	18	136	35				35 ft. wide strip in Lot 1 of Sec. 18, T136, R35; except for right of access, easement shall be the E 35 ft. of W 68 ft. of above land

46121

Job No: 919003  
Parcel No: 30A & 30B  
29B & 29C  
27B(1)  
32B

OPTION AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of Sixty Dollars (\$60.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, and convey unto Utilicorp United Inc., a Delaware Corporation, DBA Northern Minnesota Utilities having its office at 910 Cloquet Avenue, Cloquet, Minnesota, 55720, hereinafter referred to as Grantee, and to its successors and assigns, an option for nine months from the date hereof to purchase for the additional sum of Three Thousand, Six Hundred, Forty Dollars (\$3,640.00), a right of way and easement with the terms and conditions herein to construct, operate, inspect, repair, maintain, reconstruct, replace, re-size and remove, in whole or in part, pipelines, and related appurtenances thereto, on, over, under, across and through the following described lands situated in the County of Wadena and State of Minnesota, to-wit:

1. The West 150 feet of the North 150 feet of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 20, T 138N, R 35W.



The rights granted herein shall be limited to all that part of the above described property lying northwesterly of a line beginning at the southwesterly corner of said above described property; thence northeasterly to the northeasterly corner of said above described property.

- 
2. Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 8, Township 138N, Range 35W, except the North 50 feet thereof for county roadway purposes and East Half of the Northeast Quarter (E $\frac{1}{2}$  NE $\frac{1}{4}$ ) in Section 8, Township 138N, Range 35W, except south 50 feet for road.
  3. The West Half of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ) of Section 4 Township 138N, Range 35W.
  4. The East Half of the Southeast quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 5, Township 138N, Range 35W.
  5. The SW $\frac{1}{4}$  of Section 28, T 139N, R 35W.

The rights granted herein shall be limited to all that part of the above described parcels 2, 3, 4 and 5, as follows:

- a. The Easterly 50 feet of the Westerly 68 feet of the above described parcels #3 and #5.
- b. The Southerly 100 feet of the Westerly 33 feet of the above described parcel #3.
- c. The Northerly 100 feet of the Easterly 33 feet of the above described parcel #4.
- d. The Westerly 50 feet of the Easterly 68 feet of the above described parcels #2 and #4.

It is further agreed as follows:

1. Grantee shall also have the right of ingress to and egress from said easement strip over and across the adjoining lands of Grantor for the purpose of exercising the rights granted herein. Grantee shall also have the right from time to time to cut or clear trees, brush and other obstructions on said easement strip that might

interfere with the safe operation or maintenance of Grantee's facilities.

2. Grantor retains the right to use the surface of the easement strip conveyed herein for all timber production purposes, pasturage, or other similar purposes; provided, however, that Grantor shall not change the ground elevation of said easement strip or construct or permit to be constructed upon said easement strip any improvement or perform any other act which would interfere with Grantee's exercise of the rights granted herein or with the safe operation of Grantee's pipelines.

3. During any construction, maintenance or removal of any pipeline Grantee may utilize an additional strip of land not more than Ten feet (10') in width on each side of the easement strip referred to above for working space only.

4. During construction Grantee will bury all pipe to provide a minimum cover of 54" inches except in rock where a minimum cover of NA inches will be provided.

5. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings or livestock caused by Grantee's exercise of the rights granted herein, provided that Grantee shall not be obligated to pay for any such damages to trees, brush, or other obstructions when such damages arise from the exercise by Grantee of the rights granted in paragraph one above.

6. The Grantee shall protect, indemnify, defend and hold harmless the Grantor and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the placement of the natural gas line within the easement area, except for those damages incurred as a result of negligent acts by agents and/or employees of said Grantor.

7. Grantee will restore the surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of Grantor's representative any and all damaged parts of all drainage or irrigation systems, the damage to which shall be occasioned by the construction, maintenance or operation of said pipelines under and through the above-described land.

8. This instrument may be executed in counterparts and Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

9. In the event Grantee shall elect to exercise this option, it shall do so by delivering to or mailing to the Grantor designated below, before the expiration hereof, at the address specified below the additional sum specified in the first paragraph hereof. Upon such exercise, the terms and conditions herein shall constitute the easement from Grantor to Grantee. Grantor's mailing address for purposes of this paragraph is as follows:

Grantor Potlatch Corporation

Address 105 Arch Street

City Cloquet

State MN Zip Code 55720

The recording of this Option and Easement shall be deemed to be notice of the proper exercise of the option granted herein.

10. The rights granted herein to Grantee may be assigned in whole or in part.

11. This instrument contains the entire agreement of the parties; there are no other or different agreements or understandings between Grantor and Grantee or its agents; and Grantor, in executing



U.S. PIPELINE, INC.

ONE W. DEER VALLEY ROAD, SUITE 104, PHOENIX, ARIZONA 85027-2130, (602) 582-1235

TRACT NO. 30A, 30B  
27B-1

INSPECTION AND APPROVAL OF CLEAN UP

JOB NAME AND NO. Northern Minnesota Utilities  
Job # 611-98

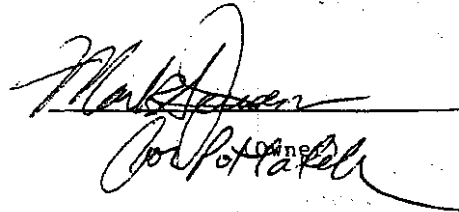
TO: Potlatch Corporation (North West Area)

The undersigned has inspected the clean up, restoration and repair work done on our property identified as your R-O-W No. 30A & B situate in Wadena

27B-1  
County, State of Minnesota, which was occasioned by your pipeline across said premises. The clean up work, including the repair or restoration of fences is satisfactory to the undersigned.

Signed this 28<sup>th</sup> day of December, 1992

  
(Contractor's Representative)

  
(Tenant)

215521





U.S. PIPELINE, INC.

ONE W. DEER VALLEY ROAD, SUITE 104, PHOENIX, ARIZONA 85027-2130, (602) 582-1235

TRACT NO. 29B/29C/32B

INSPECTION AND APPROVAL OF CLEAN UP

JOB NAME AND NO. Northwest Paper Company

TO: Northwest Paper Company

The undersigned has inspected the clean up, restoration and repair work done on our property identified as your R-O-W No. 29B/29C/32B situate in Wadena

County, State of Minnesota, which was occasioned by your pipeline across said premises. The clean up work, including the repair or restoration of fences is satisfactory to the undersigned.

Signed this 10 day of November, 1993

Michael Linneman  
(Contractor's Representative)

Shawn Linneman  
(Owner)

\_\_\_\_\_  
(Tenant)

215521