

COPY

THIS INSTRUMENT WAS DRAFTED BY  
AND UPON RECORDING RETURN TO:  
OTTER TAIL POWER COMPANY  
215 SOUTH CASCADE  
FERGUS FALLS, MN 56537  
218-739-8200

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

Easement No.  
W.O. No.104829

### ELECTRIC LINE EASEMENT

The undersigned, **Otter Tail Power Company**, a corporation under the laws of Minnesota, of Fergus Falls, Minnesota, and **Montana-Dakota Utilities Co.**, a corporation under the laws of Delaware, of Bismarck, North Dakota and **NorthWestern Corporation, a Delaware Corporation d/b/a NorthWestern Energy**, a corporation under the laws of Delaware, of Huron, South Dakota (whether individually or collectively, hereafter "**Grantor**") for good and valuable consideration paid to Grantor by **Otter Tail Power Company**, a Minnesota corporation, of Fergus Falls, Minnesota ("**Grantee**") do hereby grant to Grantee, and its successors and assigns, a perpetual and irrevocable easement (the "**Easement**") to construct, operate, maintain, use, upgrade, rebuild, relocate or remove an electric line facility with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, anchors, guys, supports, counterpoises, fixtures, and equipment related to said electric 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 **Grant**, 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 B (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, replacement or upgrade 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. Any such notifications shall be sent to Otter Tail Power Company's Supervisor, Land Rights and Permitting at Grantee's address: 215 South Cascade Street, Fergus Falls, MN 56537, unless Grantee provides written notice to Grantor otherwise.

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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 13 day of July, 2015.

OTTER TAIL POWER COMPANY

By: Alan R Koec Keritz

Title: PM & LRP, MGR

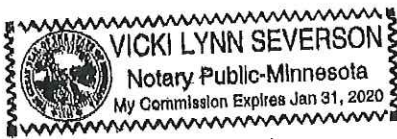
By: Jan Rudolf

Title: V.P Energy Supply

STATE OF Minnesota )  
 )SS  
COUNTY OF Otter Tail )

On this 13 day of July, 2015, before me, a Notary Public, personally appeared Alan R Koec Keritz, who acknowledged himself/herself to be the PM & LRP, MGR of Otter Tail Power Company, a corporation, and that he/she, as such PM & LRP, MGR being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Alan R Koec Keritz.

In witness whereof I hereunto set my hand and official seal.

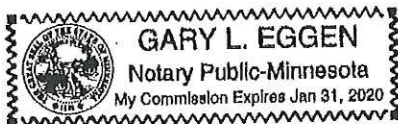


Vicki Lynn Severson  
Notary Public  
My Commission Expires: Jan. 31, 2020

STATE OF Minnesota )  
 )SS  
COUNTY OF Otter Tail )

On this 22 day of July, 2015, before me, a Notary Public, personally appeared Jan Rudolf, who acknowledged himself/herself to be the V.P Energy Supply of Otter Tail Power Company, a corporation, and that he/she, as such officer Jan Rudolf being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as vice President, Jan Rudolf.

In witness whereof I hereunto set my hand and official seal.



Gary L. Eggen  
Notary Public  
My Commission Expires: Jan 31 2020

MONTANA-DAKOTA UTILITIES CO.  
a Division of MDU Resources Group, Inc. *AK*

By: *[Signature]*

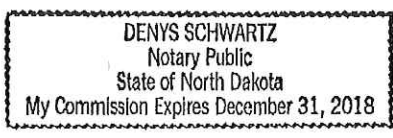
Title: V.P. ELECTRIC SUPPLY

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

Title: \_\_\_\_\_

STATE OF North Dakota  
COUNTY OF Burleigh )SS

On this 10<sup>th</sup> day of August, 2015, before me, a Notary Public, personally appeared Jay Skabo, who acknowledged himself/herself to be the V.P. Electric Supply of Montana-Dakota Utilities Co., a corporation, and that he/she, as such V.P. Electric Supply being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as V.P. Electric Supply.  
In witness whereof I hereunto set my hand and official seal.



*[Signature]*  
Notary Public  
My Commission Expires: 12/31/18

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Montana-Dakota Utilities Co., a corporation, and that he/she, as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.  
In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**NORTHWESTERN CORPORATION**

By: John D Hines

Title: VP-Supply

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

Title: \_\_\_\_\_

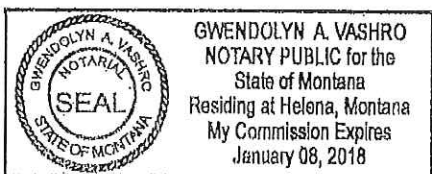
STATE OF MONTANA )

)SS

COUNTY OF LEWIS & CLARK )

On this 2<sup>ND</sup> day of September, 2015, before me, a Notary Public, personally appeared JOHN D. HINES, who acknowledged himself/herself to be the VP-Supply of **NorthWestern Corporation**, a corporation, and that he/she, as such VP-SUPPLY being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as VP-SUPPLY.

In witness whereof I hereunto set my hand and official seal.



Gwendolyn A Vashro  
Notary Public

My Commission Expires: January 8, 2018

STATE OF \_\_\_\_\_ )

)SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of **NorthWestern Corporation**, a corporation, and that he/she, as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_