

October 24, 2017

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RECEIVED
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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: *Otter Tail Power Company*, Docket No. ER18-_____
Filing and Restatement of Big Stone Plant Transmission Facilities
Agreement and Supplements

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and Part 35 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, 18 C.F.R. Part 35, Otter Tail Power Company ("Otter Tail"), Montana-Dakota Utilities Co. ("MDU"), and NorthWestern Corporation d/b/a NorthWestern Energy (formerly NorthWestern Public Service Company ("NWPS"))¹ (collectively, the "Big Stone Owners" or "Applicants"), hereby submit for filing an amendment and restatement of the Big Stone Plant Transmission Facilities Agreement (the "Big Stone Transmission Agreement"), dated as of April 3, 1972, as supplemented. The Big Stone Transmission Agreement is being submitted as a restatement in order to reflect supplements to the Big Stone Transmission Agreement effected by the parties subsequent to its execution.

The Big Stone Owners have been unable to find evidence that the Big Stone Transmission Agreement, or any of its Supplement Nos. 1 through 6, were timely filed with the Commission under FPA section 205. While the initial decision not to file the Big Stone Transmission Agreement appears to have been made in good faith, Applicants have subsequently determined that the Big Stone Transmission Agreement and Supplement Nos. 1 through 6 likely should be filed.² Applicants therefore now submit this filing to properly reflect the Big Stone Transmission Agreement, as amended, in a manner consistent with the Commission's eTariff requirements.

¹ Effective February 15, 2002, NorthWestern Energy succeeded to all tariffs, rate schedules, supplements, and service agreements of NorthWestern Public Service Company. *NorthWestern Energy*, Docket No. ER03-376-000 (Feb. 13, 2003) (letter order accepting Notice of Succession reflecting corporate name change).

² Applicants note that the Commission's Enforcement Staff has been informed of this filing.

Otter Tail is serving as the “designated filer,” under the Joint Tariff Filing procedures outlined in Order No. 714,³ on behalf of the Big Stone Owners. MDU and NorthWestern Energy, in accordance with Order No. 714, are each separately submitting a certificate of concurrence and a tariff record adopting the tariff submitted herein by Otter Tail.⁴

A restatement of the Big Stone Transmission Agreement to reflect the effects of supplement 1 through 6 is included with this transmittal letter as Attachment A. Applicants also include in support of this filing complete copies of the Big Stone Transmission Agreement and supplements 1 through 6 as executed by the parties as Attachment C. Applicants request an effective date of April 3, 1972, for this filing. As explained below, Applicants respectfully request waiver of the Commission’s notice requirement to permit this filing to be effective as of the parties’ agreed effective date for the Big Stone Transmission Agreement.

I. Background

A. The Parties

Otter Tail is an investor-owned public utility, with headquarters in Fergus Falls, Minnesota, that provides electric service to approximately 130,000 residential, commercial and industrial customers in parts of Minnesota, South Dakota, and North Dakota. Otter Tail has transferred operational control of its transmission facilities to the Midcontinent Independent System Operator, Inc. (“MISO”), which provides transmission service on Otter Tail’s facilities pursuant to MISO’s tariff on file with the Commission. Otter Tail also provides wholesale and interstate transmission services under tariffs and agreements on file with the Commission.

MDU is a division of MDU Resources Group, Inc., a publicly traded diversified natural resources company based in Bismarck, North Dakota. MDU provides retail electric service to approximately 143,000 customers in parts of Montana, North Dakota, South Dakota and Wyoming. MDU is a transmission-owning member of MISO.

NorthWestern Energy (formerly NWPS) is a public utility engaged in the generation, transmission, and distribution of electricity and the supply and transportation of natural gas. Its facilities are located primarily in Montana and South Dakota. In South Dakota,

³ *Electronic Tariff Filings*, Order No. 714, 2008-2013 FERC Stats. & Regs., Regs. Preambles ¶ 31,276 (2008), *final rule*, Order No. 714-A, III FERC Stats. & Regs., Regs. Preambles ¶ 31,356 (2014); *see also Electronic Tariff Filings*, Notice of Effectiveness of Regulations, Docket No. RM01-5-000 (Oct. 28, 2008).

⁴ *E.g., Duke Energy Kentucky, Inc.*, Letter Order, Docket No. ER10-2032-001 (Nov. 23, 2010).

NorthWestern Energy is a transmission owner within the Southwest Power Pool, Inc. and has transferred functional control of a large portion of its electric transmission facilities there to SPP. NorthWestern Energy's Montana and South Dakota transmission facilities are not physically connected and are not in the same electric reliability region. This filing concerns NorthWestern Energy's South Dakota operations.

B. The Big Stone Transmission Agreement and Supplements 1 through 6

Otter Tail, MDU, and NWPS entered into the Big Stone Transmission Agreement on April 3, 1972, to provide for the construction, operation, and ownership of transmission facilities that were required to provide transmission service from the Big Stone Plant, a lignite-fueled electric generation plant located in Grant County, South Dakota. Among other provisions, the Big Stone Transmission Agreement:

- References a prior agreement among the same parties to provide for the construction and shared ownership of the Big Stone Plant;⁵
- Describes the major transmission facilities to be constructed to connect the Big Stone Plant to the electric systems of the parties;⁶
- Requires the parties to acquire certain facilities and share the costs of such acquisitions;⁷
- Grants the parties a license and right to use of the transmission facilities constructed pursuant to the Big Stone Transmission Agreement;⁸
- Provides that each party shall bear its own costs of maintenance and property taxes, including all capital expenditures and maintenance expenses, associated with the portions of facilities owned by it;⁹ and
- Provides that each party shall keep the facilities owned by it in serviceable condition.¹⁰

Supplement No. 1 to the Big Stone Transmission Agreement was entered as of October 1, 1974 ("Big Stone Supplement 1"). Big Stone Supplement 1 provides that Otter Tail shall transfer to MDU a portion of the Hankinson Line that was being installed pursuant to the Big Stone Transmission Agreement.

⁵ Big Stone Transmission Agreement (Recitals).

⁶ Big Stone Transmission Agreement, Art. I.

⁷ Big Stone Transmission Agreement, Art. II.

⁸ Big Stone Transmission Agreement § 3.1.

⁹ Big Stone Transmission Agreement § 3.3.

¹⁰ Big Stone Transmission Agreement § 3.3

In Supplement No. 2 to the Big Stone Transmission Agreement, entered as of June 10, 1976 ("Big Stone Supplement 2"), the Big Stone Owners agree to grant certain releases and easements in connection with Otter Tail's sale to Cooperative Power Association ("CPA") of two 115 kV transmission lines running from the Big Stone Plant substation to points near Ortonville and Canby, Minnesota, that were installed pursuant to the Big Stone Transmission Agreement.

Supplement No. 3 to the Big Stone Transmission Agreement was entered as of October 1, 1982 ("Big Stone Supplement 3"). Big Stone Supplement 3 provides that Otter Tail shall sell to MDU a portion of the Hankinson Line (in addition to that addressed in Big Stone Supplement 1), to achieve the degree of MDU ownership of such line contemplated by the Big Stone Transmission Agreement.

Supplement No. 4 to the Big Stone Transmission Agreement was entered as of October 1, 1982 ("Big Stone Supplement 4"). Big Stone Supplement 4 provides that Otter Tail shall sell to NWPS a portion of the Gary line that was installed pursuant to the Big Stone Transmission Agreement.

Supplement No. 5 to the Big Stone Transmission Agreement was entered as of March 1, 1985 ("Big Stone Supplement 5"). Big Stone Supplement 5 provides that (i) NWPS shall sell to Otter Tail a portion of the Big Stone Plant-to-Gary 230 kV line that was installed pursuant to the Big Stone Transmission Agreement; and that (ii) Otter Tail shall sell to MDU a portion of the Big Stone Plant-to-Hankinson 230 kV line that was installed pursuant to the Big Stone Transmission Agreement.

Supplement No. 6 to the Big Stone Transmission Agreement was entered as of March 31, 1986 ("Big Stone Supplement 6"). Big Stone Supplement 6 provides that NWPS shall sell to Otter Tail a portion of the Big Stone Plant-to-Gary 230 kV line that was installed pursuant to the Big Stone Transmission Agreement.

II. Filing of Restated Big Stone Transmission Agreement Under FPA Section 205

The parties did not file the Big Stone Transmission Agreement, or any of its supplements 1 through 6, with the Commission under section 205. The decision not to file these agreements appears to have been made in good faith. Otter Tail has located a letter dated May 17, 1974 from Otter Tail to MDU and NWPS conveying the opinion of Otter Tail's Rate Department Manager that the Big Stone Transmission Agreement "would not have to be filed with the Federal Power Commission" considering that "there are no rates or charges involved." By letter dated May 21, 1974, MDU provided Otter Tail and NWPS the opinion of MDU's Mr. Murray that, "[h]aving examined this [Big Stone Transmission] Agreement and the FPC regulations . . . it is [not] necessary to file this with the [Federal Power Commission]."

Notwithstanding those contemporaneous opinions, it now appears likely that the Big Stone Transmission Agreement is required to be filed under FPA section 205. The

Commission has stated that reciprocal transmission usage agreements, even if no monetary consideration is provided, should be filed under section 205.¹¹ As noted, in the Big Stone Transmission Agreement, each party grants each of the other parties a license and right to use the transmission facilities it provides under the agreement. Such grants likely were viewed at the time as only a fall-back or complement, insofar as each plant owner apparently intended to rely primarily on the transmission facilities it constructed and owned, in order to deliver its share of the plant's output to its system. The primary purpose of the Big Stone Transmission Agreement appears to be coordinated and efficient construction of transmission facilities needed to deliver the Big Stone Plant's electricity, with the usage rights filling a necessary but lesser role. Nonetheless, the grant of transmission usage rights appears to bring the Big Stone Transmission Agreement within the broad category of transmission service exchanges that the Commission has found to be subject to its section 205 jurisdiction.

In addition, to the extent the Big Stone Transmission Agreement should have been filed under section 205, then each supplement that modifies the terms of the original agreement also likely should have been filed under section 205. For the most part, the supplements described above consist of agreements to buy or sell transmission facilities. Standing alone, such agreements would not typically require filing under section 205. In context, however, such agreements can be viewed as modifying the transmission facilities to which the usage rights established in the base agreement applies. Viewed in that light, such agreements would be seen as amending the base agreement; and if the base agreement must be filed, then agreements to change the base agreement would also require filing, so that the "filed rate"¹² reflects the current terms and conditions of the transmission usage arrangement.

The Big Stone Transmission Agreement, as supplemented, was identified as a grandfathered agreement under the MISO Tariff. The Big Stone Transmission Agreement is designated twice on MISO's Tariff Attachment P, as GFA No. 320 and GFA No 274. The Big Stone Transmission Agreement was also the subject of

¹¹ See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,992 ("Prior Notice Order") ("Since exchanges involve transfers of electric energy at wholesale, even though for payment in kind, our regulations, 18 C.F.R. § 35.2 (1992), require public utilities to file those agreements. That provision states that utilities must submit to the Commission rate schedules governing 'electric service.' The regulation defines 'electric service' as including transfers 'without regard to the form of payment or compensation,' and specifically mentions 'exchanges.'"), *order on clarification & reh'g*, 65 FERC ¶ 61,081 (1993).

¹² See, e.g., *Ark.-La. Gas Co. v. Hall*, 453 U.S. 571, 577-78 (1981); *Am. Tel. & Tel. Co. v. Cent. Office Tel., Inc.*, 524 U.S. 214, 221-23 (1998).

Commission proceedings regarding the treatment of grandfathered agreements in MISO's energy market, resulting in a 2005 settlement that was approved by the Commission.¹³

A. The Big Stone Transmission Agreement is Just and Reasonable

Applicants hereby request that the Commission accept the enclosed restated agreement for filing under section 205. The Big Stone Transmission Agreement is just and reasonable. The failure to file the agreement has not resulted in any harm to the counter-parties. As explained above, the counter-parties to the agreement are generation plant co-owners and voluntarily agreed upon responsibilities for new transmission facilities to deliver each owner's share of the plant's output to their respective systems. To the extent transmission usage rights are granted, each party grants such rights to each other party. The parties thus are in equivalent positions to one another, and to the extent any jurisdictional service is provided, the service is mutual and reciprocal. Moreover, as also explained above, around the time they entered into the Big Stone Transmission Agreement, the parties shared with one another opinions that the agreement did not need to be filed with the Commission. The choice not to file the agreement with the Commission thus appears to have been known, shared, and mutual. Under the circumstances there is no basis for implying harm to any of the parties, given their mutual, knowing, and reciprocal status and involvement.

Failure to file the Big Stone Transmission Agreement also has not resulted in any harm to the market. As explained above, the Commission approved a settlement in 2005 to resolve how to treat the Big Stone Transmission Agreement in light of MISO's energy market.

B. Effective Date

Applicants respectfully request an effective date of April 3, 1972, for the restated Big Stone Transmission Agreement. Applicants recognize that the Commission usually does not allow retroactive effective dates for late-filed jurisdictional agreements. However, the Commission will grant waiver of the 60-day notice requirement and allow a

¹³ See Testimony and Exhibits of Timothy Rogelstad on Behalf of Otter Tail Power Company, Docket Nos. ER04-691-000, EL04-104-000, at 48-50 & Exh. 33 (June 25, 2004) (describing Big Stone Transmission Agreement); Offer of Settlement of Midwest Independent Transmission System Operator, Inc., Docket Nos. ER04-691-000, EL04-104-000 (April 1, 2005) (submission of settlement proposing to resolve all issues set for hearing concerning four sets of grandfathered agreements ("GFAs"), including Big Stone Transmission Agreement); *Midwest Indep. Transmission Sys. Operator, Inc.*, 111 FERC ¶ 61,491 (2005) (order accepting settlement).

retroactive effective date in extraordinary circumstances.¹⁴ Here, waiver of the 60-day notice requirement should be granted in the unique circumstances presented here, based on: (1) actual notice to the parties of the Big Stone Transmission Agreement and supplements 1 through 6, including their terms, conditions, purpose, and benefits, before they became effective; (2) the fact that the Big Stone Transmission Agreement provides a mutual and reciprocal right to each party to use the transmission facilities provided by the parties under the Big Stone Transmission Agreement; and (3) the fact that the Big Stone Transmission Agreement does not set forth any charge to be paid by one party to another.¹⁵

C. Description of Changes

To create the restated, conforming version of the Big Stone Transmission Agreement, Otter Tail worked with MDU and NorthWestern Energy to evaluate each supplement individually, in chronological order, to determine what changes were required to incorporate the provisions of each individual supplement into the Big Stone Transmission Agreement. These changes were then made to the Big Stone Transmission Agreement. In instances where a later supplement superseded a change made by an earlier supplement, only the most recent provision is reflected in the document.¹⁶

The following list details the changes made to the Big Stone Transmission Agreement and the corresponding Supplement that is the source of the change:

¹⁴ See *Prior Notice Order* at 61,984.

¹⁵ Applicants note that, due to constraints inherent in the Commission's eTariff system, the "metadata" effective date of an eTariff record cannot be earlier than the date of the filing utility's baseline eTariff. That date is July 30, 2010 for Otter Tail, September 29, 2010, for MDU; and September 29, 2010, for NorthWestern Energy. The eTariff metadata submitted for this filing therefore reflects those dates, but Applicants submit that metadata expressly without prejudice to their request above for earlier effective dates and associated waivers.

¹⁶ For example, Section 5.2 of the Big Stone Transmission Agreement was added first by Supplement No. 1, and provided that the full transfer of the Hankinson Line would be determined based on final costs of the facilities. These terms were then subsumed by Supplement No. 3, which contained the final, known costs of the facilities. Section 5.2 of the restated, conforming Big Stone Transmission Agreement therefore shows Section 5.2 being added by Supplement No. 3. Section 5.2 therefore reflects the cumulative effect of all changes made by the Supplements.

Big Stone Transmission Agreement	Description of the Change	Supplement No.
5.1-5.3	Article V, consisting of sections 5.1-5.3, has been added, and effectuates the transfer from Otter Tail to MDU of certain portions of the Hankinson line.	Supplement Nos. 1 and 3
6.1-6.6	Article VI, consisting of sections 6.1-6.6, has been added, and effectuates the sale and assignment by Otter Tail to CPA of certain 115 kV transmission lines and associated easements, permits, licenses, and property rights. Article VI requires Otter Tail to obtain necessary easements for the transfer from MDU and NWPS, and provides that MDU and NWPS shall grant CPA necessary easements for right-of-way for the facilities transferred to CPA by Otter Tail.	Supplement No. 2
7.1-7.2	Article VII, consisting of sections 7.1 and 7.2, has been added, and effectuates the transfer by Otter Tail to NWPS of a portion of the Gary Line.	Supplement No. 4
8.1	Section 8.1 has been added, and requires NWPS to transfer a portion of the Big Stone Plant-to-Gary 230 kV transmission line to Otter Tail.	Supplement No. 5
8.2	Section 8.2 has been added, which requires Otter Tail to transfer approximately 2.1 miles of its Big Stone Plant-to-Hankinson 230 kV line to MDU.	Supplement No. 5
8.3	Section 8.3 has been added, which provides that the transfers required by sections 8.1 and 8.2 are consideration for ownership in the Big Stone Plant transmission facilities and so no further payment is due by any party.	Supplement No. 5
9.1-9.2	Article IX, consisting of sections 9.1 and 9.2, has been added, and effectuates the transfer from NWPS to Otter Tail of a certain portion of the Big Stone Plant-to-Gary 230 kV line. This portion is in addition to the portion of the line transferred from NWPS to Otter Tail by section 8.2.	Supplement No. 6
Exhibit A	Exhibit A has been added, and shows that the cost of and associated ownership interests in the facilities have been modified to reflect the final, actual costs of constructing the facilities.	Supplement No. 4
Exhibit B	Exhibit B has been added, and describes the portions of the Hankinson line transferred pursuant to Article V.	Supplement No. 1 & Supplement No. 3

Exhibit C	Exhibit C has been added, and describes the portions of the Big Stone to Ortonville and Big Stone to Canby 115 kV Tie Lines, transferred pursuant to Article VI.	Supplement No. 2
Exhibit D	Exhibit D has been added, and contains the form of the easement agreement which shall govern the grant of the easements provided by MDU and NWPS to CPA set forth in Article VI.	Supplement No. 2
Exhibit E	Exhibit E has been added, and describes the portion of the Gary 230 kV line transferred pursuant to Article VII.	Supplement No. 4

III. No Time-Value Refunds Are Required for Late Filing of the Big Stone Transmission Agreement or Its Supplements Before Their Intended Effective Dates

The Commission established in the *Prior Notice Order* that a public utility that fails to timely file an agreement that is required to be filed under section 205 must pay the customer under the agreement a refund based on the time value of all charges collected from the customer during the period that the agreement should have been (but was not) on file with the Commission.¹⁷ Here, however, no monies were collected for jurisdictional service under the Big Stone Transmission Agreement or its supplements. Accordingly, there are no unauthorized charges on which to assess time-value refunds.

IV. Documents Enclosed

This filing includes this transmittal letter and the following:

Attachment A: Amended and restated version of the Big Stone Transmission Agreement reflecting the effects of supplements 1 through 6, as described herein.

Attachment B: Redlined pages of the Big Stone Transmission Agreement showing changes made by each of the supplements.

Attachment C: For reference, a complete copy of the Big Stone Transmission Agreement and supplements 1 through 6, as executed by the parties.

¹⁷ *Prior Notice Order* at 61,980.

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V. Correspondence and Communications

Applicants request that the Commission add the following persons to the Commission's official service list for this proceeding:

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VI. Service

A copy of this filing is being served upon each of the Big Stone Owners, as well as the Minnesota Public Utilities Commission, the South Dakota Public Utilities Commission, and the North Dakota Public Service Commission.

VII. Conclusion

Based on the foregoing, the Big Stone Owners respectfully request that the Commission accept the restated and amended Big Stone Transmission Agreement effective April 3, 1972.

Respectfully submitted,

/s/ Paul M. Flynn

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*On Behalf of
Montana-Dakota Utilities Co.*

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On Behalf of North Western Corporation

Attachment A

BIG STONE PLANT

TRANSMISSION FACILITIES

AGREEMENT

BY AND BETWEEN

OTTER TAIL POWER COMPANY

MONTANA-DAKOTA UTILITIES CO.

AND

NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF APRIL 3, 1972

THIS AGREEMENT is made as of April 3, 1972, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation ("Northwestern"), which are sometimes referred to collectively herein as the "Owners" or "Parties" or individually as the "Owner" or "Party".

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970 (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota (the "Big Stone Plant").

B. The Parties have determined that certain facilities (hereinafter specified in Par. 1.1), and certain contracts to arrange for the use of facilities (hereinafter specified in Par. C), are required to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties.

C. The following contracts have been entered into to arrange for the use of facilities to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties:

- i. U.S. Department of the Interior, Bureau of Reclamation Facilities Contract with Northwestern Public Service Company (Huron Substation Additions), Contract No. 14-06-600-616A, dated April 12, 1973.
- ii. U.S. Department of the Interior, Bureau of Reclamation Interconnection Contract with Otter Tail Power Company (230 KV Interconnection at

Gary Substation) (115 KV Interconnection at Forman Substation),
Contract No. 14-06-600-615A, dated April 12, 1973.

- iii. Interconnection and Transmission Service Agreement Between East River Electric Power Cooperative, Inc. and Otter Tail, dated January 8, 1973.
- iv. 230 KV Interconnection Agreement Between Otter Tail Power Company and Minnkota Power Cooperative, Inc., Supplement No. 2, dated August 7, 1970.

D. The Parties have agreed to share the costs, and to divide the ownership of the facilities as hereinafter provided.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE I.

REQUIRED TRANSMISSION FACILITIES

1.1. The cost of the facilities required to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties will be shared in the proportions provided for Plant Property in Section 3.3 of the Basic Agreement.

1.2. In addition to the substation on the site of the Big Stone Plant (the "Plant Substation") and the contracts to arrange for the use of transmission facilities listed in Par. C, above, the Parties agree that the following major facilities are required to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties:

- 1 .21. Additions to the substation of the U.S. Bureau of Reclamation (Bureau) located at or adjacent to Huron, South Dakota. (Huron Substation).

- 1.22. Addition to the Otter Tail substation located at or adjacent to Forman, North Dakota. (Forman Substation).
- 1.23. Additions to the Otter Tail substation located at or adjacent to Hankinson, North Dakota. (Hankinson Substation).
- 1.24. Additions to the substation of East River Electric Power Cooperative, Inc. (East River) located at or adjacent to Gary, South Dakota. (Gary Substation, also called "Blair Substation").
- 1.25. A 230 KV transmission line running from the Plant Substation to the Hankinson Substation. (Hankinson Line).
- 1.26. A 230 KV transmission line running from the Plant Substation to the Gary Substation. (Gary Line).
- 1.27. Two 115 KV transmission lines running from the Plant Substation to points near Ortonville, Minnesota, to connect with Otter Tail's 115 KV lines to Ortonville and Canby, Minnesota, respectively. (115 KV Transmission Lines).

1.3. Additional or substitute facilities may be required in the future to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties. If any facility described in Pars. 1.21 through 1.27 becomes unavailable or inadequate for such use before the expiration of the Basic Agreement, the facilities required to provide such necessary transmission service shall be added or substituted and the Parties shall enter into a supplement to this Agreement to designate such facilities and providing for the cost and the ownership thereof to be shared by the Parties.

1.4. The facilities described in Pars. 1.21 through 1.27, inclusive, and any facilities designated as required under Par. 1.3, are hereinafter collectively referred to as the “facilities described above in ARTICLE I”. The term “facility” or “facilities” when used in this Agreement includes the contracts to arrange for the use of transmission facilities listed in Par. C, above.

ARTICLE II.

ACQUISITION OF FACILITIES AND SHARING COSTS OF ACQUISITION

2.1. The Plant Substation is part of the Plant and Plant Property under Sections 1.1(s), (t) and other provisions of the Basic Agreement and its cost and ownership are to be shared by the Parties as provided in the Basic Agreement.

2.2. Otter Tail will acquire right of way easements by purchase or condemnation, together with all associated permits, licenses and property rights associated therewith, with reference to the facilities described above in ARTICLE I (except the Huron Substation, Par. 1.21) and will contract for the acquisition, construction or use thereof in the sole name of Otter Tail, subject to ultimate division among the Parties as herein provided.

2.3. Northwestern will contract for the acquisition, construction or arrangement for the use of the Huron Substation (Par. 1.21) in the sole name of Northwestern and will be the sole owner thereof, subject to the provisions of this Agreement.

2.4. Otter Tail will be the sole owner of the 115 KV Transmission Lines (Par. 1.27), the contractual arrangements for the use of the Gary Substation (Par. 1.24), and the additions to the Forman and Hankinson Substations (Pars. 1.22 and 1.23), subject to the provisions of this Agreement.

2.5. The Parties individually will ultimately be the sole owners of separate segments of the Hankinson and Gary Lines (Pars. 1.25 and 1.26), such segments to be determined so that

the facilities described above in Pars. 1.21 through 1.27, inclusive, will be owned by the Parties in the proportions (based upon costs) provided for Plant Property in Section 3.3 of the Basic Agreement. There is attached hereto as Exhibit A and made a part hereof, an estimate of the cost of constructing or providing such facilities and a tentative division of ownership of the Hankinson and Gary Lines. The final division of ownership of the Hankinson and Gary Lines will be made when there has been determined the total cost of constructing or providing all the facilities described above in Pars. 1.21 through 1.27, inclusive. Appropriate documents to accomplish said division, as required by counsel for the Parties, will be executed and delivered, conveying the separate segments, free of liens.

2.6. The costs of acquiring or constructing any of the facilities described above in ARTICLE I will be shared by the Parties in the same proportions provided for Plant Property in Section 3.3 of the Basic Agreement. As costs are incurred by any of the Parties, they will be billed to the Project and shared by the other Parties in the same manner as for Project Expenditures under Article 12 of the Basic Agreement. The amount of the "Blair Substation Investment" as defined in the Otter Tail-East River Agreement (Par. C, iii, above) for the Gary Substation, will be considered as incurred by Otter Tail on September 1, 1974, or the date of completion of the "Blair Substation Interconnection Facilities" thereunder, whichever occurs later, and for the purpose of Pars. 2.4 and 2.5 of this Agreement the additions so made shall be considered as owned by Otter Tail.

ARTICLE III.

LICENSE RIGHTS AND MAINTENANCE

3.1. The facilities described above in ARTICLE I are subject to a license and right to use the same hereby granted by each Party to each of the other Parties to provide transmission

service from the Big Stone Plant to the electric systems of the Parties for the term of the Basic Agreement, or such lesser period as may be provided in the respective contracts (Par. C, above) entered into to arrange for their use for such purposes.

3.2. In consideration of the utilization of and interconnection to Otter Tail's system to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties, Otter Tail shall have the right for the term on the Basic Agreement, to tap at Otter Tail's expense the Plant Substation and the facilities described above in ARTICLE I as they may be revised from time to time under Par. 1.3 for deliveries to its own loads. Such taps shall not interfere with the use of such facilities to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties.

3.3. Each of the respective Owners of the facilities described above in ARTICLE I shall bear its own costs of maintenance and property taxes, including all capital expenditures and maintenance expenses, associated with the portions of such facilities owned by it and shall keep them in serviceable condition. If ownership of Plant Property changes the Parties shall, as a part of the Agreement providing for such change, negotiate appropriate transfers of transmission property to correspond to the change in ownership of Plant Property.

3.4. At the request of the Owner thereof, Otter Tail will maintain any of the facilities described above in ARTICLE I (except the Huron Substation). As Otter Tail incurs costs for such maintenance, they may be billed to the Owner and will be due upon billing. The term "costs" shall mean fully allocated costs and include reasonable overhead, administrative and general and fixed costs.

ARTICLE IV.

GENERAL

4.1. Any disposition by any Owner of any of the facilities described above in ARTICLE I shall, unless specifically consented to in writing by the other Parties, reserve to the other Parties, and except from such disposition, the license, rights and obligations set forth above in Pars. 3.1, 3.2, and 3.3 so that said license, rights, and obligations shall survive any such disposition and continue in effect for the period contemplated in Par. 3.1.

4.2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

4.3. This Agreement shall terminate upon the termination of the Basic Agreement.

ARTICLE V.

TRANSFER OF HANKINSON LINE

5.1. Otter Tail shall forthwith sell, assign, transfer, convey and quitclaim to Montana-Dakota the portion of the Hankinson Line described in Exhibit B hereto and all of the right-of-way easements, together with all associated permits, licenses and property rights associated with that portion of the Hankinson Line, free from the lien of the Indenture date July 1st, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustees, as said Indenture has been amended and supplemented.

5.2. Said transfer and conveyance shall be made without payment by Montana-Dakota therefor except that Montana-Dakota recognizes, and the Parties agree, that the final cost, as determined pursuant to this Agreement, of that portion of the Hankinson Line described on Exhibit B hereto, shall be offset against, and constitutes a part of, Montana-Dakota's 20% share of the final cost of all the Transmission Facilities as provided in this Agreement; and that

Montana-Dakota's ownership of the Hankinson Line, pursuant to this Agreement, is limited to 45.45 miles, the cost of which 45.45 miles is equal to 20% of the final cost of all the Transmission Facilities as determined in accordance with this Agreement.

5.3 This transfer and conveyance is the final division of ownership of the Hankinson Line as all costs have been determined and such appropriate documents to accomplish this final division, as required by counsel for the Parties, shall be executed and delivered conveying the balance of said line to Montana-Dakota free of liens as provided in this Agreement.

ARTICLE VI.

TRANSFER OF 115 KV TRANSMISSION LINES

6.1 Otter Tail agrees to sell and assign to Cooperative Power Association ("CPA") the 115 KV Transmission Lines, as described in Exhibit C, and associated easements, permits, licenses and property rights by appropriate instruments, subject to this Agreement.

6.2 Otter Tail shall obtain from Otter Tail, Montana-Dakota and Northwestern, acting jointly, an easement for right-of-way of those portions of said 115 KV Transmission Lines which are located on the Big Stone Plant property owned by them as tenants in common.

6.3 Otter Tail shall obtain the release of said 115 KV Transmission Lines and associated right-of-way easements (other than the right-of-way easement referred to in 6.2 above), permits, licenses and property rights from the lien of its Indenture of Mortgage.

6.4 Otter Tail shall obtain the consent of the Trustees under the respective mortgage indentures of Otter Tail, Montana-Dakota and Northwestern to the grant of the right-of-way easement referred to in 6.2 above.

6.5 Otter Tail, Montana-Dakota and Northwestern agree that, concurrently with said sale of said 115 KV Transmission Lines by Otter Tail to CPA, they will jointly grant to CPA an easement for right-of-way of those portions of said Lines which are located on the Big Stone Plant property owned by them as tenants in commons, including the right of ingress and egress to operate, inspect, maintain, preserve and repair said Lines, which Easement Agreement shall be in substantially the form of Exhibit D hereto.

6.6 Montana-Dakota and Northwestern agree to use their best efforts to obtain from the Trustees of their respective mortgage indentures consents to the grant of the right-of-way easement provided for in section 6.5 hereof.

ARTICLE VII.

TRANSFER OF GARY LINE

7.1 Otter Tail shall forthwith sell, assign, transfer, convey, and quit claim to Northwestern the portion of the Gary Line described in Exhibit E hereto and all of the right-of-way easements, together with all associated permits, licenses and property rights associated with that portion of the Gary Line, free from the lien of the Indenture dated July 1, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustee, as said Indenture has been amended and supplemented.

7.2 Said transfer and conveyance shall be made without payment by Northwestern.

ARTICLE VIII.

TRANSFER OF GARY LINE

8.1 Northwestern shall forthwith assign, transfer, convey, and quit claim to Otter Tail the following described property:

That portion of the Big Stone to Gary 230 KV transmission line commencing at a point in the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (S9), Township One Hundred Seventeen North (T117N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Antelope Township) Deuel County, South Dakota. Said point being 315.6 feet South of structure number 207, thence in a Northerly direction 2.10 pole miles to a point in the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (S33), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 482.4 feet North of structure number 191.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated August 1, 1940, between Northwestern and the Chase Manhattan Bank (National Association) and Vincent J. Marino, as Trustees, as said Indenture has been amended and supplemented.

8.2 Otter Tail shall forthwith assign, transfer, convey, and quit claim to Montana-Dakota approximately 2.1 miles of its Big Stone Plant-Hankinson 230 KV transmission line described as follows:

That portion of the Hankinson to Big Stone 230 KV transmission line commencing at a point in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (S23), Township One Hundred Twenty-seven North (T127N), Range Fifty West (R50W) of the Fifth (5th) Principal Meridian (Hart Township), Roberts County, South Dakota. Said point being 97.2 feet South of structure number 195, thence in a Northerly direction 2.10 pole miles to a point in the Southeast Quarter (SE $\frac{1}{4}$) of Section Eleven (S11), Township One Hundred Twenty-seven North (T127N), Range Fifty West (R50W) of the Fifth (5th) Principal Meridian (Hart Township), Roberts County, South Dakota. Said point being 190.8 feet North of structure number 179.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated July 1, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustees, as said Indenture has been amended and supplemented.

8.3 Said transfers and conveyances shall be made in consideration of establishing ownership interest in the Big Stone Plant Transmission Facilities in proportion to the Parties ownership interest in the Big Stone Plant, without further payment by any Party.

ARTICLE IX.

TRANSFER OF BIG STONE TO GARY 230 KV TRANSMISSION LINE

9.1 Northwestern shall forthwith assign, transfer, convey, and quit claim to Otter Tail the following described property:

That portion of the Big Stone to Gary 230 KV transmission line commencing at a point in the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (S33), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 482.4 feet North of structure number 191, thence in a Northerly direction 5.0 pole miles to a point in the Northwest Quarter (NW $\frac{1}{4}$) of Section Four (S4), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 207.6 feet South of structure number 150.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated August 1, 1940, between Northwestern and the Chase Manhattan Bank (National Association) and Vincent J. Marino, as Trustees, as said Indenture has been amended and supplemented.

9.2 Said transfers and conveyances shall be made in consideration of establishing ownership interest in the Big Stone Plant Transmission Facilities in proportion to the Parties ownership interest in the Big Stone Plant, without further payment by any Party.

IN WITNESS WHEREOF, The Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized on _____, 1974, intending thereby that this Agreement shall be effective as of its date, namely April 3, 1972.

(CORPORATE SEAL).

OTTER TAIL POWER COMPANY

In Presence of:

By _____
Its President

And _____
Its _____

(CORPORATE SEAL).

MONTANA-DAKOTA UTILITIES CO.

In Presence of:

By _____
Its President

And _____
Its _____

(CORPORATE SEAL).

NORTHWESTERN PUBLIC SERVICE COMPANY

In Presence of:

By _____
Its President

And _____
Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

On this _____ day of _____, 1974, before me, a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who, being each by me duly sworn did say that they are respectively the President and the _____ of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Otter Tail Co., MN
My Commission Expires: _____

(NOTARIAL SEAL).

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this _____ day of _____, in the year 1974, before me a Notary Public within and for said County, personally appeared _____ and _____, known to me to be the President and the _____ of MONTANA-DAKOTA UTILITIES CO., the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Notary Public, Burleigh Co., ND
My Commission Expires: _____

(NOTARIAL SEAL).

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BEADLE)

On this _____ day of _____, 1974, before me, _____, the undersigned office, personally appeared _____ and _____, who acknowledged themselves to be the President and the _____, of NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation, and that they, as such President and _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such President and _____. In witness whereof I hereunto set my hand and official seal.

Notary Public, Beadle Co., SD
My Commission Expires: _____

(NOTARIAL SEAL).

BIG STONE TRANSMISSION SHARING

<u>Facility</u>	<u>Cost</u>	<u>OWNERSHIP</u>		
		<u>MDU</u>	<u>OTP</u>	<u>NWPS</u>
Hankinson Substation	\$ 564,864	-	\$ 564,864	
Forman Substation	446,250		446,250	
Huron Substation	989,216			\$ 989,216
Gary Substation	518,083		518,083	
Hankinson Line				
approx. 70 miles	1,925,423			
From Plant Substation				
North – approx. 45.45 miles		\$1,247,048		
From Hankinson Substation				
South – approx. 24.72 miles			678,375	
Gary Line				
approx. 34 miles	1,359,798			
From Plant substation				1,037,238
South – approx. 25.27 miles				
From Gary Substation				
North – approx. 7.86 miles			322,560	
115 kV Lines	<u>431,608</u>		<u>431,608</u>	
TOTALS	\$6,235,242	\$1,247,048	\$2,961,740	\$2,026,454
	100%	20%	47 1/2%	32 1/2%

EXHIBIT "A" TO BIG STONE PLANT TRANSMISSION FACILITIES AGREEMENT

EXHIBIT B

Grant County, South Dakota, Township 121, Range 47

That portion of the Big Stone-Hankinson 230 KV Transmission Line originating at the face of the supporting steel deadhead structure located in the Big Stone Plant 230 KV Substation in Section 12, Township 121, Range 47, Grant County, South Dakota, and running in a general northerly direction 39.69 pole miles, more or less, to a point on the south section line of Section 13, Township 126, Range 50, in Roberts County, South Dakota, which is 2,601 feet west of the east section line of said Section 13, and said point also being 2,843 feet east of the west section line of said Section 13, including all equipment described in and constituting a part of said Transmission Line between said originating and terminating points.

Roberts County, South Dakota, Township 126, Range 50

Beginning at a point on the section line common to Sections 13 and 24, Township 126, Range 50, said point being the point of origin for the center line of the electric transmission line herein described; thence Northerly, to a point in said Section 13, which point is 2,789 feet East of the West section line and 1,379 feet North of the South section line; thence deflecting to the Left, at an angle of $53^{\circ}51'$, to a point on the section line common to Sections 13 and 14, located 3,357 feet North of the South section line; thence continuing on same course, to a point in said Section 14, located 2,540 feet East of the West section line and 101 feet South of the North section line; thence deflecting to the Right, at an angle of $53^{\circ}37'30''$, to a point on the section line common to Sections 11 and 14, located 2,539 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 2 and 11, located 2,498 feet East of West section line; thence continuing on same course, to a point in Section 2, located 2,517 feet East of West section line and 20 feet South of North section line; thence deflecting to the Right at an angle of $0^{\circ}26'$, to a point on the section line common to Section 2, Township 126, Range 50 (Grant Township) and Section 35, Township 127, Range 50 (Hart Township) located 2,519 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 26 and 35, located 2,513 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 23 and 26, located 2,523 feet East of the West section line; thence continuing on same course, to a point in said Section 23, located 98 feet North of the South section line and 2,523 feet East of the West section line; thence deflecting to the Left, at an angle of $0^{\circ}35'$, to a point in said Section 23, located 1,214 feet North of the South section line thereof, which point is further designated as being the point of termination of the center line of the electric transmission line as described herein.

Said line to include all equipment described in and constituting a part of said Transmission Line between said originating and terminating points, and together with all easements and associated permits, licenses, and property rights in connection with said portion of said Transmission Line.

EXHIBIT C
CENTER LINE DESCRIPTIONS FOR EASEMENTS BEING ASSIGNED TO C.P.A.

Big Stone-Ortonville 115 KV Tie Line

Approximately 5.17 miles of 115 KV transmission line in Grant County, South Dakota, and Big Stone County, Minnesota, known as the Big Stone-Ortonville Tie-Line, being a high voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which transmission line begins at a point in the Big Stone 230 KV substation at the face of the supporting steel dead end structure. Said beginning point is further described as being located in Section 12, Township 121, Range 47 (Big Stone Twp.), Grant County, South Dakota, at a point 1,727 feet North of South Section line and 1,865 feet East of West Section line; the line proceeds thence Southeasterly, to a point in said Section 12, 1,602 feet North of South Section line and 1,992 feet East of West Section line; thence deflecting to the Right, at an angle of $05^{\circ}03'30''$, to a point on the section line common to Sections 12 and 13, 1,660 feet West of East Section line; thence continuing on same course, to a point in said Section 13, 120 feet South of North Section line and 1,534 feet West of East Section line; thence deflecting to the Left, at an angle of $07^{\circ}36'$, to a point on the Section line common to Section 13, Twp. 121, Range 47 (Big Stone Twp.) AND Section 18, Twp. 121, Range 46 (Big Stone Twp.), 1,203 feet South of North Section line; thence continuing on same course, to a point in said Section 18, 2,364 feet South of North Section line and 1,621 feet East of West Section line; thence deflecting to the Right, at an angle of $54^{\circ}33'20''$, to a point on the Section line common to Sections 18 and 19, 1,622 feet East of the West Section line; thence continuing on the same course, to a point in said Section 19, 1,219 feet South of North Section line and 1,622 feet East of West Section line; thence deflecting to the Left, at an angle of $89^{\circ}50'$, to a point on the Section line common to Section 19 and 20, 1,234 feet South of North Section line; thence continuing on the same course, to a point in said Section 20, 1,216 feet South of North Section line and 2,181 feet East of West Section line; thence deflecting to the Left, at an angle of $32^{\circ}24'$, to a point on the Section line common to Sections 20 and 17, 1,146 feet West of East Section line; thence continuing on same course, to a point in said Section 17, 186 feet North of South Section line and 844 feet West of East Section line; thence deflecting to the Right, at an angle of $03^{\circ}10'$, to a point on the section line common to Section 17, Twp. 121, Range 46 (Big Stone Twp.) Grant County, South Dakota and Section 16, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, 644 feet North of South Section line; thence continuing on same course to a point in said Section 16, 867 feet North of South Section line and 427 feet East of West Section line; thence deflecting to the Right, at an angle of $48^{\circ}07'$, to a point on the Section line common to Sections 16 and 21, 2,734 feet East of West Section line; thence continuing on same course, to a point in said Section 21, 371 feet South of North Section line and 3,720 feet East of West Section line; thence deflecting to the Left, at an angle of $70^{\circ}44'$, to a point on the Section line common to said Sections 16 and 21, 1,772 feet West of East Section line; thence continuing on same course, to a point in said Section 16, 2,060 feet North of South Section line and 84 feet West of East Section line; thence deflecting to the Left, at an angle of $76^{\circ}39'$, for a distance of 35 feet, to a point in said Section 16, 109 feet West of East Section line and 2,087 feet North of South Section Line (transmission line station 273.50) and there terminating. Said point of termination being the point of connection of the aforesaid portion of newly constructed electric transmission line with an

existing portion of electric transmission line formerly known as the Otter Tail Power Company's Ortonville-Canby 115 KV line.

Big Stone-Canby 115 KV Tie Line

Approximately 7.37 miles of 115 KV transmission line in Grant County, South Dakota, Big Stone County, Minnesota, and Lac Qui Parle County, Minnesota, known as the Big Stone-Canby Tie Line, being a high voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which transmission line begins at a point in the Big Stone 230 KV substation at the face of the supporting steel dead end structure. Said beginning point is further described as being located in Section 12, Township 121, Range 47 (Big Stone Twp.), Grant County, South Dakota, at a point 1,720 feet North of South section line and 1,747 feet East of West section line; thence Southeasterly to a point on the section line common to Sections 12 and 13, 1,795 feet West of East Section line; thence continuing on same course, to a point in said Section 13, 120 feet South of North Section line and 1,673 feet West of East Section line; thence deflecting to the left, at an angle of $09^{\circ}34'14''$, to a point on the Section line common to Sections 13, Twp. 121, Range 47 (Big Stone Twp.) AND Section 18, Twp. 121, Range 46 (Big Stone Twp.) 1,303 feet South of North Section line; thence continuing on same course, to a point in said Section 18, 2,393 feet South of North Section line and 1,521 feet East of West Section line; thence deflecting to the Right, at an angle of $54^{\circ}33'$, to a point on the Section line common to Sections 18 and 19, 1,522 feet East of West Section line; thence continuing on same course, to a point in said Section 19, 1,213 feet North of South Section line and 1,522 feet East of West Section line; thence deflecting to the Left, at an angle of $90^{\circ}07'40''$, to a point on the Section line common to Sections 19 and 20, 1,211 feet North of South Section line; thence continuing on same course, to a point in said Section 20, 151 feet East of West Section line and 1,213 feet North of South Section line; thence deflecting to the Left, at an angle of $00^{\circ}07'20''$, to a point in said Section 20, 1,278 feet North of South Section line and 103 feet West of East Section line; thence deflecting to the Right, at an angle of $39^{\circ}38'40''$, to a point on the Section line common to said Section 20, Twp. 121, Range 46 (Big Stone Twp.), Grant County, South Dakota, AND Section 21, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, 1,194 feet North of South Section line; thence continuing on same course, to point on the Section line common to said Section 21, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, and Section 28, Twp. 121, Range 46 (Yellow Bank Twp.), Lac Qui Parle County, Minnesota, 1,402 feet East of West Section line; thence continuing on same course, to a point in said Section 28, 69 feet South of North Section line and 1,472 feet East of West Section line; thence deflecting to the Right, at an angle of $13^{\circ}37'40''$, to a point in said Section 28, 208 feet North of South Section line and 146 feet West of East Section line; thence deflecting to the Left, at an angle of $08^{\circ}40'$, to a point on the Section line common to Sections 28 and 27, 61 feet North of South Section line; thence continuing on same course to a point on the Section line common to Sections 27 and 34, 60 feet East of West Section line; thence continuing on same course to a point in said Section 34, 2,625 feet North of South Section line and 2,593 feet West of East Section line; thence deflecting to the Left, at an angle of $13^{\circ}13'20''$, to a point on the Section line common to Sections 34 and 35, 1,027 feet North of South Section line; thence continuing on same course, to a point in said Section 35, 404 ft. North of South Section line and 1,015 feet East of West Section line; thence deflecting to the Left, at an angle of $08^{\circ}03'40''$, to a point on the

South Section line of said Section 35, 1,503 feet East of West Section line, and there terminating. Said point of termination being the point of connection of the aforesaid portion of newly constructed electric transmission line with existing portion of electric transmission line formerly known as the Otter Tail Power Company's Ortonville-Canby 115 KV line.

EXHIBIT D

EASEMENT AGREEMENT

This Easement Agreement, made as of _____, 1976, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation having its principal office at Fergus Falls, Minnesota, ("Otter Tail"); MONTANA-DAKOTA UTILITIES CO., a Delaware corporation having its principal office at Bismarck, North Dakota, ("Montana-Dakota"); and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation having its principal office at Huron, South Dakota ("Northwestern"), Otter tail, Montana-Dakota and Northwestern being sometimes hereinafter referred to jointly as the "GRANTORS", and COOPERATIVE POWER ASSOCIATION, a Minnesota cooperative corporation, sometimes hereinafter referred to as the "GRANTEE";

WITNESSETH THAT:

WHEREAS, The GRANTORS heretofore enter into an Agreement for Sharing Ownership of Generating Plant dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant"); and

WHEREAS, The GRANTORS thereafter entered into a Transmission Facilities Agreement made as of April 3, 1972, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the transmission facilities with respect to the Big Stone Plant, including, but not limited to, the 115 KV Transmission Lines hereinafter described; and

WHEREAS, Concurrently herewith Otter Tail is selling and transferring to the Grantee certain 115 KV Transmission lines, viz., the so-called Big Stone-Ortonville 115 KV Tie Line approximately 5.17 miles in length, the center line of which is described in Exhibit 1 hereto, and the so-called Big Stone-Canby 115 KV Tie Line approximately 7.37 miles in length, the center line of which is described in Exhibit 2 hereto; and is concurrently selling and assigning to the GRANTEE the easements, permits, licenses and property rights associated with said Transmission Lines; and

WHEREAS, Approximately 1.79 miles of said Big Stone-Ortonville Line from the point of beginning to a point on the Section Line common to Section 18 and 19 of Township 121, Range 47 (Big Stone Township), 1,622 feet East of the West Section Line as described in Exhibit A hereto, and approximately 1.75 miles of said Big Stone-Canby Line from the point of beginning to a point on the Section Line common to said Section 18 and 19 which is 1,522 feet East of the West Section Line as described in Exhibit B hereto, are located upon the following-described portions of the Big Stone Plant Site jointly owned by the GRANTOR:

Section Twelve (12), Township One Hundred Twenty-One (121) North, Range Forty-seven (47) West of the Fifth Principal Meridian;

that part of the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4) of Section Thirteen (13), Township One Hundred Twenty-one (121), Range Forty-seven (47) north of Whetstone Creek; and

all of the West Half (W-1/2) of Section Eighteen (18), Township One Hundred Twenty-one (121), Range Forty-six (46) Northerly of the present right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad except the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4) and except Hay's Outlot, as the same is described of record in Plat Envelope #719 in the Office of the Register of Deeds of Grant County, South Dakota, and except a tract in the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of said Section Eighteen (18) described as follows: commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 18, thence North 45 rods, thence East 16 rods, thence South 45 rods, thence West 16 rods to the place of beginning;

all in Grant County, South Dakota; and

WHEREAS, The GRANTORS desire to provide the GRANTEE with the right to have said portions of said 115 KV Transmission Lines remain as presently located upon said above-described portions of the Big Stone Plant Site, provided, however, that the GRANTORS, as required by paragraph 4.1 of the Facilities Agreement, reserve to themselves and except from the rights granted hereby the license, rights and obligations set forth in paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement so that said license, rights and obligations shall survive the grant made hereby and continue in effect for the period contemplated in said paragraph 3.1; which paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement are as follows:

"3.1. The facilities described above in ARTICLE I are subject to a license and right to use the same hereby granted by each Party to each of the other Parties to provide transmission service from the Big Stone Plant to the electric systems of the Parties for the term of the Basic Agreement, or such lesser period as may be provided in the respective contracts (Par. C, above) entered into to arrange for their use for such purposes.

"3.2. In consideration of the utilization of and interconnection to Otter Tail's system to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties, Otter Tail shall have the right for the term on the Basic Agreement, to tap at Otter Tail's expense the Plant Substation and the facilities described above in ARTICLE I as they may be revised from time to time under Par. 1.3 for deliveries to its own loads. Such taps shall not interfere with the use of such facilities to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties.

"3.3. Each of the respective Owners of the facilities described above in ARTICLE I shall bear its own costs of maintenance and property taxes, including all capital expenditures and maintenance expenses, associated with the portions of such facilities owned by it and shall keep them in serviceable condition. If ownership of Plant Property changes the Parties shall, as a part of the Agreement providing for such change, negotiate appropriate

transfers of transmission property to correspond to the change in ownership of Plant Property.”

The 115 Transmission Lines described above in this Easement Agreement are included in the facilities described in ARTICLE I of the Facilities Agreement referred to in paragraph 3.1 thereof. The contracts described in paragraph C referred to in said paragraph 3.1 of the Facilities Agreement were entered into to arrange for the use of facilities to provide necessary transmission service from the Big Stone Plant to the present electric systems of the GRANTORS and are described as follows:

- “i. U.S. Department of the Interior, Bureau of Reclamation Facilities Contract with Northwestern Public Service Company (Huron Substation Additions), Contract No. 14-06-600-616A, dated April 12, 1973.
- “ii. U.S. Department of the Interior, Bureau of Reclamation Interconnection Contract with Otter Tail Power Company (230 KV Interconnection at Gary Substation) (115 KV Interconnection at Forman Substation), Contract No. 14-06-600-615A, dated April 12, 1973.
- “iii. Interconnection and Transmission Service Agreement Between East River Electric Power Cooperative, Inc. and Otter Tail, dated January 8, 1973.
- “iv. 230 KV Interconnection Agreement Between Otter Tail Power Company and Minnkota Power Cooperative, Inc., Supplement No. 2, dated August 7, 1970.”;

The term of the Basic Agreement runs to December 31, 2015, unless sooner terminated or extended in accordance with the provisions of the Basic Agreement or as the parties to the Basic Agreement shall hereafter specify; and

WHEREAS, This Easement Agreement and the rights hereby granted have been consented to by First Trust Company of Saint Paul and D.L. Doyon, as Trustees under the Indenture of Mortgage of Otter Tail dated July 1, 1936, as amended and supplemented, and by Chemical Bank and K. Mehl, as Trustees under the Indenture of Mortgage of Montana-Dakota dated May 1, 1939, as amended and supplemented, and by The Chase Manhattan Bank (National Association) and J.J. O’Connell, as Trustees under the Indenture of Mortgage of Northwestern dated August 1, 1940, as amended and supplemented.

NOW, THEREFORE, For and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration paid to each of the GRANTORS by the GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS hereby sell, convey and grant unto the GRANTEE a non-exclusive easement and right-of-way over, across, through and under said portions of the Big Stone Plant Site described above solely for the uses and purposes and subject to the terms hereinafter set forth.

This easement and right-of-way are for the purpose of granting to the GRANTEE the right to have said Transmission Lines remain as presently located upon the lands described above

and the right, through its agents and representatives, to have ingress to and egress from said Lines and the various portions thereof on and over such lands for the purpose of operation, inspection, maintenance, preservation and repair of said Transmission Lines.

The GRANTORS except from the rights hereby granted to the GRANTEE, and expressly reserve to themselves, the license, rights and obligations set forth in paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement as above set forth so that said license, rights and obligations shall survive the grant made hereby and continue in effect for the period contemplated in said paragraph 3.1 of the Facilities Agreement.

Subject to the limitations expressly set forth herein, this easement and right-of-way shall inure to the benefit of and shall be binding upon the GRANTORS, the GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTORS and GRANTEE have caused this Easement Agreement to be executed in their respective corporate names and their respective corporate seals to be here unto affixed and attested by their duly authorized officers, all as of the day and year first above written.

ATEST: _____
Its _____
(CORPORATE SEAL)

OTTER TAIL POWER COMPANY
By _____
Its _____

ATEST: _____
Its _____
(CORPORATE SEAL)

MONTANA-DAKOTA UTILITIES CO.
By _____
Its _____

ATEST: _____
Its _____
(CORPORATE SEAL)

NORTHWESTERN PUBLIC SERVICE
COMPANY
By _____
Its _____

ATEST: _____
Its _____
(CORPORATE SEAL)

COOPERATIVE POWER ASSOCIATION
By _____
Its _____

EXHIBIT E

In Grant and Deuel Counties, South Dakota:

Approximately 25.27 miles of 230 KV transmission line in Grant County and Deuel County, South Dakota, known as the Big Stone-Gary 230 kv Transmission Line, being a high-voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which Transmission Line begins at a point in the Big Stone 230 kv Substation at the face of the supporting steel deadend structure. Said beginning point is further described as the face of the supporting steel deadhead structure located in the Big Stone Plant 230 kv Substation in Section 12, Twp. 121, Range 47 (Big Stone Twp.) Grant County, South Dakota, at a point 1570 ft. East of West Section line and 1471 ft. North of South Section line; thence Easterly, to a point in the NE 1/4 of SW 1/4 of said Section 12, located 1820 ft. East of West Section line and 1474 ft. North of South Section line; thence deflecting to the Right, at an angle of $44^{\circ}31'54''$, to a point on the Section line common to Sections 12 and 13, located 1934 ft. West of East Section line; thence continuing on same course, to a point in the NW 1/4 of the NE 1/4 of said Section 13, located 1810 ft. West of East Section line and 120 ft. South of North Section line; thence deflecting to the Left, at an angle of $8^{\circ}51'30''$, to a point on the Section line common to Section 13, Twp. 121, Range 47 (Big Stone Twp.) and Section 18, Twp. 121, Range 46 (Big Stone Twp.), located 1401 ft. South of North Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 18, located 1420 ft. East of West Section line and 2420 ft. South of North Section line; thence deflecting to the Right, at an angle of $54^{\circ}33'20''$, to a point on the Section line common to Sections 18 and 19, located 1422 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of SW 1/4 of said Section 19, located 1422 ft. East of West Section line and 1126 ft. North of South Section line; thence deflecting to the Left, at an angle of $90^{\circ}06'40''$, to a point on the Section line common to Sections 19 and 20, located 1111 ft. North of South Section line; thence continuing on same course, to a point in the SW 1/4 of SW 1/4 of said Section 20, located 152 ft. East of West Section line and 1113 ft. North of South Section line; thence deflecting to the Left, at an angle of $0^{\circ}07'20''$, to a point in said SW 1/4 of SW 1/4 of said Section 20, located 1157 ft. East of West Section line and 1126 ft. North of South Section line; thence deflecting to the Right, at an angle of $90^{\circ}18'$, to a point on the Section line common to Sections 20 and 29, located 1160 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Sections 29 and 32, located 1175 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Section 32, Twp. 121, Range 46 (Big Stone Twp.) and Section 4, Twp. 120, Range 47 (Alban Twp.), located 1179 ft. East of Southwest corner of said Section 32; thence continuing on same course to a point in the SE 1/4 of SW 1/4 of said Section 4, located 1913 ft. East of West Section line and 360 ft. North of South Section line; thence deflecting to the Left, at an angle of $32^{\circ}09'40''$, to a point on the Section line common to Sections 4 and 9, located 2136 ft. East of West Section line; thence continuing on same course, to a point in the NE 1/4 of NW 1/4 of said Section 9, located 2465 ft. East of West Section line and 521 ft. South of North Section line; thence deflecting to the Right, at an angle of $32^{\circ}15'20''$, to a point on the Section line common to sections 9 and 16, located 2468 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2502 ft. East of West Section line; thence continuing Southerly, to a point in the NE 1/4 of NW 1/4 of said Section 21, located 2502 ft. East of West Section line and 100 ft. South of North Section

line; thence deflecting to the Right, at an angle of $0^{\circ}54'20''$, to a point on the Section line common to Sections 21 and 28, located 2393 ft. East of West Section line; thence continuing on same course, to a point in the NE 1/4 of SW 1/4 of said Section 28, located 2436 ft. East of West Section line and 5 ft. South of the North line of said NE 1/4 of SW 1/4; thence Southwesterly, in a straight line, to a point in said NE 1/4 of SW 1/4, located 2012 ft. East of West Section line and 1410 ft. North of South Section line; thence Southerly, in a straight line, to a point on the Section line common to Sections 28 and 33, located 2013 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of SW 1/4 of said Section 33, located 1934 ft. East of West Section line and 99 ft. North of South Section line; thence deflecting to the Left, at an angle of $20^{\circ}34'20''$, to a point on the Section line common to Section 33, Twp. 120, Range 47 (Alban Twp.) and Section 4, Twp. 119; Range 47 (Vernon Twp.), located 1969 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 4, located 2504 ft. East of West Section line and 1531 ft. South of North Section line; thence deflecting to the Right, at an angle of $18^{\circ}56'$, to a point on the Section line common to Sections 4 and 9, located 2525 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Sections 9 and 16, located 2532 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2538 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 21 and 28, located 2512 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 28 and 33, located 2500 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Section 33, Twp. 119, Range 47 (Vernon Twp.) and Section 4, Twp. 118, Range 47 (Adams Twp.), located 2517 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 4 and 9, located 2503 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 9 and 16, located 2497 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2493 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 21 and 28, located 2497 ft. East of West Section line; thence continuing Southerly, to a point in the SE 1/4 of SW 1/4 of said Section 28, located 2532 ft. East of West line and 897 ft. North of South Section line; thence deflecting to the Left at an angle of $14^{\circ}10'40''$, to a point on the Section line common to Sections 28 and 33, located 2764 ft. East of West Section line; which point is also described as being 2466 ft. West of East Section line; thence continuing on same course to a point in the NW 1/4 of NE 1/4 of said Section 33, located 2208 ft. West of East Section line and 1041 ft. South of North Section line; thence deflecting to the Right, at an angle of $19^{\circ}06'$, to a point on the Section line common to Section 33, Twp. 118, Range 47 (Adams Twp.) Grant County and Section 4, Twp. 117, Range 47 (Antelope Valley Twp.) Deuel County, located 2598 ft. West of East Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 4, located 2513 ft. East of West Section line and 1479 ft. South of North Section line; thence deflecting to the Left, at an angle of $5^{\circ}39'30''$, to a point on the Section line common to Sections 4 and 9, located 2521 ft. East of West Section line; thence continuing on same course to a point in the SE 1/4 of NW 1/4 of said Section 9, located 1704 ft. South of the North Section line and 2518 ft. East of West Section line, which point is further designated as being the point of termination of the center line of, the electric Transmission Line as described herein.

Said Line to include all equipment described in and constituting a part of said Transmission Line between said originating and terminating points, and together with all

easements and associated permits, licenses and property rights in connection with said portion of said Transmission Line.

Attachment B

BIG STONE PLANT

TRANSMISSION FACILITIES

AGREEMENT

BY AND BETWEEN

OTTER TAIL POWER COMPANY

MONTANA-DAKOTA UTILITIES CO.

AND

NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF APRIL 3, 1972

THIS AGREEMENT is made as of April 3, 1972, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation ("Northwestern"), which are sometimes referred to collectively herein as the "Owners" or "Parties" or individually as the "Owner" or "Party".

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970 (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota (the "Big Stone Plant").

B. The Parties have determined that certain facilities (hereinafter specified in Par. 1.1), and certain contracts to arrange for the use of facilities (hereinafter specified in Par. C), are required to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties.

C. The following contracts have been entered into to arrange for the use of facilities to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties:

- i. U.S. Department of the Interior, Bureau of Reclamation Facilities Contract with Northwestern Public Service Company (Huron Substation Additions), Contract No. 14-06-600-616A, dated April 12, 1973.
- ii. U.S. Department of the Interior, Bureau of Reclamation Interconnection Contract with Otter Tail Power Company (230 KV Interconnection at

Gary Substation) (115 KV Interconnection at Forman Substation),
Contract No. 14-06-600-615A, dated April 12, 1973.

- iii. Interconnection and Transmission Service Agreement Between East River Electric Power Cooperative, Inc. and Otter Tail, dated January 8, 1973.
- iv. 230 KV Interconnection Agreement Between Otter Tail Power Company and Minnkota Power Cooperative, Inc., Supplement No. 2, dated August 7, 1970.

D. The Parties have agreed to share the costs, and to divide the ownership of the facilities as hereinafter provided.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE I.

REQUIRED TRANSMISSION FACILITIES

1.1. The cost of the facilities required to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties will be shared in the proportions provided for Plant Property in Section 3.3 of the Basic Agreement.

1.2. In addition to the substation on the site of the Big Stone Plant (the "Plant Substation") and the contracts to arrange for the use of transmission facilities listed in Par. C, above, the Parties agree that the following major facilities are required to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties:

- 1 .21. Additions to the substation of the U.S. Bureau of Reclamation (Bureau) located at or adjacent to Huron, South Dakota. (Huron Substation).

- 1.22. Addition to the Otter Tail substation located at or adjacent to Forman, North Dakota. (Forman Substation).
- 1.23. Additions to the Otter Tail substation located at or adjacent to Hankinson, North Dakota. (Hankinson Substation).
- 1.24. Additions to the substation of East River Electric Power Cooperative, Inc. (East River) located at or adjacent to Gary, South Dakota. (Gary Substation, also called "Blair Substation").
- 1.25. A 230 KV transmission line running from the Plant Substation to the Hankinson Substation. (Hankinson Line).
- 1.26. A 230 KV transmission line running from the Plant Substation to the Gary Substation. (Gary Line).
- 1.27. Two 115 KV transmission lines running from the Plant Substation to points near Ortonville, Minnesota, to connect with Otter Tail's 115 KV lines to Ortonville and Canby, Minnesota, respectively. (115 KV Transmission Lines).

1.3. Additional or substitute facilities may be required in the future to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties. If any facility described in Pars. 1.21 through 1.27 becomes unavailable or inadequate for such use before the expiration of the Basic Agreement, the facilities required to provide such necessary transmission service shall be added or substituted and the Parties shall enter into a supplement to this Agreement to designate such facilities and providing for the cost and the ownership thereof to be shared by the Parties.

1.4. The facilities described in Pars. 1.21 through 1.27, inclusive, and any facilities designated as required under Par. 1.3, are hereinafter collectively referred to as the “facilities described above in ARTICLE I”. The term “facility” or “facilities” when used in this Agreement includes the contracts to arrange for the use of transmission facilities listed in Par. C, above.

ARTICLE II.

ACQUISITION OF FACILITIES AND SHARING COSTS OF ACQUISITION

2.1. The Plant Substation is part of the Plant and Plant Property under Sections 1.1(s), (t) and other provisions of the Basic Agreement and its cost and ownership are to be shared by the Parties as provided in the Basic Agreement.

2.2. Otter Tail will acquire right of way easements by purchase or condemnation, together with all associated permits, licenses and property rights associated therewith, with reference to the facilities described above in ARTICLE I (except the Huron Substation, Par. 1.21) and will contract for the acquisition, construction or use thereof in the sole name of Otter Tail, subject to ultimate division among the Parties as herein provided.

2.3. Northwestern will contract for the acquisition, construction or arrangement for the use of the Huron Substation (Par. 1.21) in the sole name of Northwestern and will be the sole owner thereof, subject to the provisions of this Agreement.

2.4. Otter Tail will be the sole owner of the 115 KV Transmission Lines (Par. 1.27), the contractual arrangements for the use of the Gary Substation (Par. 1.24), and the additions to the Forman and Hankinson Substations (Pars. 1.22 and 1.23), subject to the provisions of this Agreement.

2.5. The Parties individually will ultimately be the sole owners of separate segments of the Hankinson and Gary Lines (Pars. 1.25 and 1.26), such segments to be determined so that

the facilities described above in Pars. 1.21 through 1.27, inclusive, will be owned by the Parties in the proportions (based upon costs) provided for Plant Property in Section 3.3 of the Basic Agreement. There is attached hereto as Exhibit A and made a part hereof, an estimate of the cost of constructing or providing such facilities and a tentative division of ownership of the Hankinson and Gary Lines. The final division of ownership of the Hankinson and Gary Lines will be made when there has been determined the total cost of constructing or providing all the facilities described above in Pars. 1.21 through 1.27, inclusive. Appropriate documents to accomplish said division, as required by counsel for the Parties, will be executed and delivered, conveying the separate segments, free of liens.

2.6. The costs of acquiring or constructing any of the facilities described above in ARTICLE I will be shared by the Parties in the same proportions provided for Plant Property in Section 3.3 of the Basic Agreement. As costs are incurred by any of the Parties, they will be billed to the Project and shared by the other Parties in the same manner as for Project Expenditures under Article 12 of the Basic Agreement. The amount of the "Blair Substation Investment" as defined in the Otter Tail-East River Agreement (Par. C, iii, above) for the Gary Substation, will be considered as incurred by Otter Tail on September 1, 1974, or the date of completion of the "Blair Substation Interconnection Facilities" thereunder, whichever occurs later, and for the purpose of Pars. 2.4 and 2.5 of this Agreement the additions so made shall be considered as owned by Otter Tail.

ARTICLE III.

LICENSE RIGHTS AND MAINTENANCE

3.1. The facilities described above in ARTICLE I are subject to a license and right to use the same hereby granted by each Party to each of the other Parties to provide transmission

service from the Big Stone Plant to the electric systems of the Parties for the term of the Basic Agreement, or such lesser period as may be provided in the respective contracts (Par. C, above) entered into to arrange for their use for such purposes.

3.2. In consideration of the utilization of and interconnection to Otter Tail's system to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties, Otter Tail shall have the right for the term on the Basic Agreement, to tap at Otter Tail's expense the Plant Substation and the facilities described above in ARTICLE I as they may be revised from time to time under Par. 1.3 for deliveries to its own loads. Such taps shall not interfere with the use of such facilities to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties.

3.3. Each of the respective Owners of the facilities described above in ARTICLE I shall bear its own costs of maintenance and property taxes, including all capital expenditures and maintenance expenses, associated with the portions of such facilities owned by it and shall keep them in serviceable condition. If ownership of Plant Property changes the Parties shall, as a part of the Agreement providing for such change, negotiate appropriate transfers of transmission property to correspond to the change in ownership of Plant Property.

3.4. At the request of the Owner thereof, Otter Tail will maintain any of the facilities described above in ARTICLE I (except the Huron Substation). As Otter Tail incurs costs for such maintenance, they may be billed to the Owner and will be due upon billing. The term "costs" shall mean fully allocated costs and include reasonable overhead, administrative and general and fixed costs.

ARTICLE IV.

GENERAL

4.1. Any disposition by any Owner of any of the facilities described above in ARTICLE I shall, unless specifically consented to in writing by the other Parties, reserve to the other Parties, and except from such disposition, the license, rights and obligations set forth above in Pars. 3.1, 3.2, and 3.3 so that said license, rights, and obligations shall survive any such disposition and continue in effect for the period contemplated in Par. 3.1.

4.2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

4.3. This Agreement shall terminate upon the termination of the Basic Agreement.

ARTICLE V.

TRANSFER OF HANKINSON LINE

5.1. Otter Tail shall forthwith sell, assign, transfer, convey and quitclaim to Montana-Dakota the portion of the Hankinson Line described in Exhibit B hereto and all of the right-of-way easements, together with all associated permits, licenses and property rights associated with that portion of the Hankinson Line, free from the lien of the Indenture date July 1st, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustees, as said Indenture has been amended and supplemented.

5.2 Said transfer and conveyance shall be made without payment by Montana-Dakota therefor except that Montana-Dakota recognizes, and the Parties agree, that the final cost, as determined pursuant to this Agreement, of that portion of the Hankinson Line described on Exhibit B hereto, shall be offset against, and constitutes a part of, Montana-Dakota's 20% share of the final cost of all the Transmission Facilities as provided in this Agreement; and that

Montana-Dakota's ownership of the Hankinson Line, pursuant to this Agreement, is limited to 45.45 miles, the cost of which 45.45 miles is equal to 20% of the final cost of all the Transmission Facilities as determined in accordance with this Agreement.

5.3 This transfer and conveyance is the final division of ownership of the Hankinson Line as all costs have been determined and such appropriate documents to accomplish this final division, as required by counsel for the Parties, shall be executed and delivered conveying the balance of said line to Montana-Dakota free of liens as provided in this Agreement.

ARTICLE VI.

TRANSFER OF 115 KV TRANSMISSION LINES

6.1 Otter Tail agrees to sell and assign to Cooperative Power Association ("CPA") the 115 KV Transmission Lines, as described in Exhibit C, and associated easements, permits, licenses and property rights by appropriate instruments, subject to this Agreement.

6.2 Otter Tail shall obtain from Otter Tail, Montana-Dakota and Northwestern, acting jointly, an easement for right-of-way of those portions of said 115 KV Transmission Lines which are located on the Big Stone Plant property owned by them as tenants in common.

6.3 Otter Tail shall obtain the release of said 115 KV Transmission Lines and associated right-of-way easements (other than the right-of-way easement referred to in 6.2 above), permits, licenses and property rights from the lien of its Indenture of Mortgage.

6.4 Otter Tail shall obtain the consent of the Trustees under the respective mortgage indentures of Otter Tail, Montana-Dakota and Northwestern to the grant of the right-of-way easement referred to in 6.2 above.

6.5 Otter Tail, Montana-Dakota and Northwestern agree that, concurrently with said sale of said 115 KV Transmission Lines by Otter Tail to CPA, they will jointly grant to CPA an easement for right-of-way of those portions of said Lines which are located on the Big Stone Plant property owned by them as tenants in commons, including the right of ingress and egress to operate, inspect, maintain, preserve and repair said Lines, which Easement Agreement shall be in substantially the form of Exhibit D hereto.

6.6 Montana-Dakota and Northwestern agree to use their best efforts to obtain from the Trustees of their respective mortgage indentures consents to the grant of the right-of-way easement provided for in section 6.5 hereof.

ARTICLE VII.

TRANSFER OF GARY LINE

7.1 Otter Tail shall forthwith sell, assign, transfer, convey, and quit claim to Northwestern the portion of the Gary Line described in Exhibit E hereto and all of the right-of-way easements, together with all associated permits, licenses and property rights associated with that portion of the Gary Line, free from the lien of the Indenture dated July 1, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustee, as said Indenture has been amended and supplemented.

7.2 Said transfer and conveyance shall be made without payment by Northwestern.

ARTICLE VIII.

TRANSFER OF GARY LINE

8.1 Northwestern shall forthwith assign, transfer, convey, and quit claim to Otter Tail the following described property:

That portion of the Big Stone to Gary 230 KV transmission line commencing at a point in the Northwest Quarter (NW¼) of Section Nine (S9), Township One Hundred Seventeen North (T117N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Antelope Township) Deuel County, South Dakota. Said point being 315.6 feet South of structure number 207, thence in a Northerly direction 2.10 pole miles to a point in the Northeast Quarter (NE¼) of Section Thirty-three (S33), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 482.4 feet North of structure number 191.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated August 1, 1940, between Northwestern and the Chase Manhattan Bank (National Association) and Vincent J. Marino, as Trustees, as said Indenture has been amended and supplemented.

8.2 Otter Tail shall forthwith assign, transfer, convey, and quit claim to Montana-Dakota approximately 2.1 miles of its Big Stone Plant-Hankinson 230 KV transmission line described as follows:

That portion of the Hankinson to Big Stone 230 KV transmission line commencing at a point in the Southwest Quarter (SW¼) of Section Twenty-three (S23), Township One Hundred Twenty-seven North (T127N), Range Fifty West (R50W) of the Fifth (5th) Principal Meridian (Hart Township), Roberts County, South Dakota. Said point being 97.2 feet South of structure number 195, thence in a Northerly direction 2.10 pole miles to a point in the Southeast Quarter (SE¼) of Section Eleven (S11), Township One Hundred Twenty-seven North (T127N), Range Fifty West (R50W) of the Fifth (5th) Principal Meridian (Hart Township), Roberts County, South Dakota. Said point being 190.8 feet North of structure number 179.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated July 1, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustees, as said Indenture has been amended and supplemented.

8.3 Said transfers and conveyances shall be made in consideration of establishing ownership interest in the Big Stone Plant Transmission Facilities in proportion to the Parties ownership interest in the Big Stone Plant, without further payment by any Party.

ARTICLE IX.

TRANSFER OF BIG STONE TO GARY 230 KV TRANSMISSION LINE

9.1 Northwestern shall forthwith assign, transfer, convey, and quit claim to Otter Tail the following described property:

That portion of the Big Stone to Gary 230 KV transmission line commencing at a point in the Northeast Quarter (NE¼) of Section Thirty-three (S33), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 482.4 feet North of structure number 191, thence in a Northerly direction 5.0 pole miles to a point in the Northwest Quarter (NW¼) of Section Four (S4), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 207.6 feet South of structure number 150.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated August 1, 1940, between Northwestern and the Chase Manhattan Bank (National Association) and Vincent J. Marino, as Trustees, as said Indenture has been amended and supplemented.

9.2 Said transfers and conveyances shall be made in consideration of establishing ownership interest in the Big Stone Plant Transmission Facilities in proportion to the Parties ownership interest in the Big Stone Plant, without further payment by any Party.

IN WITNESS WHEREOF, The Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized on _____, 1974, intending thereby that this Agreement shall be effective as of its date, namely April 3, 1972.

(CORPORATE SEAL).

OTTER TAIL POWER COMPANY

In Presence of:

By _____
Its President

And _____
Its _____

(CORPORATE SEAL).

MONTANA-DAKOTA UTILITIES CO.

In Presence of:

By _____
Its President

And _____
Its _____

(CORPORATE SEAL).

NORTHWESTERN PUBLIC SERVICE COMPANY

In Presence of:

By _____
Its President

And _____
Its _____

STATE OF MINNESOTA)
) SS
COUTY OF OTTER TAIL)

On this _____ day of _____, 1974, before me, a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who, being each by me duly sworn did say that they are respectively the President and the _____ of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Otter Tail Co., MN
My Commission Expires: _____

(NOTARIAL SEAL).

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this _____ day of _____, in the year 1974, before me a Notary Public within and for said County, personally appeared _____ and _____, known to me to be the President and the _____ of MONTANA-DAKOTA UTILITIES CO., the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Notary Public, Burleigh Co., ND
My Commission Expires: _____

(NOTARIAL SEAL).

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BEADLE)

On this _____ day of _____, 1974, before me, _____, the undersigned office, personally appeared _____ and _____, who acknowledged themselves to be the President and the _____, of NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation, and that they, as such President and _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such President and _____. In witness whereof I hereunto set my hand and official seal.

Notary Public, Beadle Co., SD
My Commission Expires: _____

(NOTARIAL SEAL).

BIG STONE TRANSMISSION SHARING

<u>Facility</u>	<u>Cost</u>	<u>OWNERSHIP</u>		
		<u>MDU</u>	<u>OTP</u>	<u>NWPS</u>
Hankinson Substation	\$ <u>600,000 564,864</u>	-	\$ <u>600,000</u> <u>564,864</u>	
Forman Substation	<u>446,250 550,000</u>		<u>446,250 550,000</u>	
Huron Substation	<u>989,216 950,000</u>			\$ <u>989,216</u> <u>950,000</u>
Gary Substation	<u>518,083 500,000</u>		<u>518,083 500,000</u>	
Hankinson Line				
approx. 70 miles	<u>1,925,423 2,100,000</u>			
From Plant Substation				
North – approx. <u>43 45.45</u> miles		\$ <u>1,247,048</u>		
From Hankinson Substation		<u>1,280,000</u>		
South – approx. <u>27 24.72</u> miles			<u>678,375 820,000</u>	
Gary Line				
approx. 34 miles	<u>1,359,798 1,250,000</u>			
From Plant substation				<u>1,037,238 1,130,000</u>
South – approx. <u>31 25.27</u>				
miles				
From Gary Substation			<u>322,560 120,000</u>	
North – approx. <u>3 7.86</u> miles				

115 kV Lines	<u>431,608,450,000</u>		<u>431,608,450,000</u>	
TOTALS	<u>\$6,235,242</u>	<u>\$1,247,048</u>	<u>\$2,961,740</u>	<u>\$2,026,454</u>
	<u>\$6,400,000</u>	<u>\$1,280,000</u>	<u>\$3,040,000</u>	<u>\$2,080,000</u>
	100%	20%	47 1/2%	32 1/2%

EXHIBIT "A" TO BIG STONE PLANT TRANSMISSION FACILITIES AGREEMENT

EXHIBIT B

Grant County, South Dakota, Township 121, Range 47

That portion of the Big Stone-Hankinson 230 KV Transmission Line originating at the face of the supporting steel deadhead structure located in the Big Stone Plant 230 KV Substation in Section 12, Township 121, Range 47, Grant County, South Dakota, and running in a general northerly direction 39.69 pole miles, more or less, to a point on the south section line of Section 13, Township 126, Range 50, in Roberts County, South Dakota, which is 2,601 feet west of the east section line of said Section 13, and said point also being 2,843 feet east of the west section line of said Section 13, including all equipment described in and constituting a part of said Transmission Line between said originating and terminating points.

Roberts County, South Dakota, Township 126, Range 50

Beginning at a point on the section line common to Sections 13 and 24, Township 126, Range 50, said point being the point of origin for the center line of the electric transmission line herein described; thence Northerly, to a point in said Section 13, which point is 2,789 feet East of the West section line and 1,379 feet North of the South section line; thence deflecting to the Left, at an angle of 53°51', to a point on the section line common to Sections 13 and 14, located 3,357 feet North of the South section line; thence continuing on same course, to a point in said Section 14, located 2,540 feet East of the West section line and 101 feet South of the North section line; thence deflecting to the Right, at an angle of 53°37'30", to a point on the section line common to Sections 11 and 14, located 2,539 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 2 and 11, located 2,498 feet East of West section line; thence continuing on same course, to a point in Section 2, located 2,517 feet East of West section line and 20 feet South of North section line; thence deflecting to the Right at an angle of 0°26', to a point on the section line common to Section 2, Township 126, Range 50 (Grant Township) and Section 35, Township 127, Range 50 (Hart Township) located 2,519 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 26 and 35, located 2,513 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 23 and 26, located 2,523 feet East of the West section line; thence continuing on same course, to a point in said Section 23, located 98 feet North of the South section line and 2,523 feet East of the West section line; thence deflecting to the Left, at an angle of 0°35', to a point in said Section 23, located 1,214 feet North of the South section line thereof, which point is further designated as being the point of termination of the center line of the electric transmission line as described herein.

Said line to include all equipment described in and constituting a part of said Transmission Line between said originating and terminating points, and together with all easements and associated permits, licenses, and property rights in connection with said portion of said Transmission Line.

EXHIBIT C

CENTER LINE DESCRIPTIONS FOR EASEMENTS BEING ASSIGNED TO C.P.A.

Big Stone-Ortonville 115 KV Tie Line

Approximately 5.17 miles of 115 KV transmission line in Grant County, South Dakota, and Big Stone County, Minnesota, known as the Big Stone-Ortonville Tie-Line, being a high voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which transmission line begins at a point in the Big Stone 230 KV substation at the face of the supporting steel dead end structure. Said beginning point is further described as being located in Section 12, Township 121, Range 47 (Big Stone Twp.), Grant County, South Dakota, at a point 1,727 feet North of South Section line and 1,865 feet East of West Section line; the line proceeds thence Southeasterly, to a point in said Section 12, 1,602 feet North of South Section line and 1,992 feet East of West Section line; thence deflecting to the Right, at an angle of 05°03'30", to a point on the section line common to Sections 12 and 13, 1,660 feet West of East Section line; thence continuing on same course, to a point in said Section 13, 120 feet South of North Section line and 1,534 feet West of East Section line; thence deflecting to the Left, at an angle of 07°36', to a point on the Section line common to Section 13, Twp. 121, Range 47 (Big Stone Twp.) AND Section 18, Twp. 121, Range 46 (Big Stone Twp.), 1,203 feet South of North Section line; thence continuing on same course, to a point in said Section 18, 2,364 feet South of North Section line and 1,621 feet East of West Section line; thence deflecting to the Right, at an angle of 54°33'20", to a point on the Section line common to Sections 18 and 19, 1,622 feet East of the West Section line; thence continuing on the same course, to a point in said Section 19, 1,219 feet South of North Section line and 1,622 feet East of West Section line; thence deflecting to the Left, at an angle of 89°50', to a point on the Section line common to Section 19 and 20, 1,234 feet South of North Section line; thence continuing on the same course, to a point in said Section 20, 1,216 feet South of North Section line and 2,181 feet East of West Section line; thence deflecting to the Left, at an angle of 32°24', to a point on the Section line common to Sections 20 and 17, 1,146 feet West of East Section line; thence continuing on same course, to a point in said Section 17, 186 feet North of South Section line and 844 feet West of East Section line; thence deflecting to the Right, at an angle of 03°10', to a point on the section line common to Section 17, Twp. 121, Range 46 (Big Stone Twp.) Grant County, South Dakota and Section 16, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, 644 feet North of South Section line; thence continuing on same course to a point in said Section 16, 867 feet North of South Section line and 427 feet East of West Section line; thence deflecting to the Right, at an angle of 48°07', to a point on the Section line common to Sections 16 and 21, 2,734 feet East of West Section line; thence continuing on same course, to a point in said Section 21, 371 feet South of North Section line and 3,720 feet East of West Section line; thence deflecting to the Left, at an angle of 70°44', to a point on the Section line common to said Sections 16 and 21, 1,772 feet West of East Section line; thence continuing on same course, to a point in said Section 16, 2,060 feet North of South Section line and 84 feet West of East Section line; thence deflecting to the Left, at an angle of 76°39', for a distance of 35 feet, to a point in said Section 16, 109 feet West of East Section line and 2,087 feet North of South Section Line (transmission line station 273.50) and there terminating. Said point of termination being the point of connection of the aforesaid portion of newly constructed electric transmission line with an

existing portion of electric transmission line formerly known as the Otter Tail Power Company's Ortonville-Canby 115 KV line.

Big Stone-Canby 115 KV Tie Line

Approximately 7.37 miles of 115 KV transmission line in Grant County, South Dakota, Big Stone County, Minnesota, and Lac Qui Parle County, Minnesota, known as the Big Stone-Canby Tie Line, being a high voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which transmission line begins at a point in the Big Stone 230 KV substation at the face of the supporting steel dead end structure. Said beginning point is further described as being located in Section 12, Township 121, Range 47 (Big Stone Twp.), Grant County, South Dakota, at a point 1,720 feet North of South section line and 1,747 feet East of West section line; thence Southeasterly to a point on the section line common to Sections 12 and 13, 1,795 feet West of East Section line; thence continuing on same course, to a point in said Section 13, 120 feet South of North Section line and 1,673 feet West of East Section line; thence deflecting to the left, at an angle of 09°34'14", to a point on the Section line common to Sections 13, Twp. 121, Range 47 (Big Stone Twp.) AND Section 18, Twp. 121, Range 46 (Big Stone Twp.) 1,303 feet South of North Section line; thence continuing on same course, to a point in said Section 18, 2,393 feet South of North Section line and 1,521 feet East of West Section line; thence deflecting to the Right, at an angle of 54°33', to a point on the Section line common to Sections 18 and 19, 1,522 feet East of West Section line; thence continuing on same course, to a point in said Section 19, 1,213 feet North of South Section line and 1,522 feet East of West Section line; thence deflecting to the Left, at an angle of 90°07'40", to a point on the Section line common to Sections 19 and 20, 1,211 feet North of South Section line; thence continuing on same course, to a point in said Section 20, 151 feet East of West Section line and 1,213 feet North of South Section line; thence deflecting to the Left, at an angle of 00°07'20", to a point in said Section 20, 1,278 feet North of South Section line and 103 feet West of East Section line; thence deflecting to the Right, at an angle of 39°38'40", to a point on the Section line common to said Section 20, Twp. 121, Range 46 (Big Stone Twp.), Grant County, South Dakota, AND Section 21, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, 1,194 feet North of South Section line; thence continuing on same course, to point on the Section line common to said Section 21, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, and Section 28, Twp. 121, Range 46 (Yellow Bank Twp.), Lac Qui Parle County, Minnesota, 1,402 feet East of West Section line; thence continuing on same course, to a point in said Section 28, 69 feet South of North Section line and 1,472 feet East of West Section line; thence deflecting to the Right, at an angle of 13°37'40", to a point in said Section 28, 208 feet North of South Section line and 146 feet West of East Section line; thence deflecting to the Left, at an angle of 08°40', to a point on the Section line common to Sections 28 and 27, 61 feet North of South Section line; thence continuing on same course to a point on the Section line common to Sections 27 and 34, 60 feet East of West Section line; thence continuing on same course to a point in said Section 34, 2,625 feet North of South Section line and 2,593 feet West of East Section line; thence deflecting to the Left, at an angle of 13°13'20", to a point on the Section line common to Sections 34 and 35, 1,027 feet North of South Section line; thence continuing on same course, to a point in said Section 35, 404 ft. North of South Section line and 1,015 feet East of West Section line; thence deflecting to the Left, at an angle of 08°03'40", to a point on the

South Section line of said Section 35, 1,503 feet East of West Section line, and there terminating. Said point of termination being the point of connection of the aforesaid portion of newly constructed electric transmission line with existing portion of electric transmission line formerly known as the Otter Tail Power Company's Ortonville-Canby 115 KV line.

EXHIBIT D

EASEMENT AGREEMENT

This Easement Agreement, made as of _____, 1976, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation having its principal office at Fergus Falls, Minnesota, ("Otter Tail"); MONTANA-DAKOTA UTILITIES CO., a Delaware corporation having its principal office at Bismarck, North Dakota, ("Montana-Dakota"); and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation having its principal office at Huron, South Dakota ("Northwestern"), Otter tail, Montana-Dakota and Northwestern being sometimes hereinafter referred to jointly as the "GRANTORS", and COOPERATIVE POWER ASSOCIATION, a Minnesota cooperative corporation, sometimes hereinafter referred to as the "GRANTEE";

WITNESSETH THAT:

WHEREAS, The GRANTORS heretofore enter into an Agreement for Sharing Ownership of Generating Plant dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant"); and

WHEREAS, The GRANTORS thereafter entered into a Transmission Facilities Agreement made as of April 3, 1972, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the transmission facilities with respect to the Big Stone Plant, including, but not limited to, the 115 KV Transmission Lines hereinafter described; and

WHEREAS, Concurrently herewith Otter Tail is selling and transferring to the Grantee certain 115 KV Transmission lines, viz., the so-called Big Stone-Ortonville 115 KV Tie Line approximately 5.17 miles in length, the center line of which is described in Exhibit 1 hereto, and the so-called Big Stone-Canby 115 KV Tie Line approximately 7.37 miles in length, the center line of which is described in Exhibit 2 hereto; and is concurrently selling and assigning to the GRANTEE the easements, permits, licenses and property rights associated with said Transmission Lines; and

WHEREAS, Approximately 1.79 miles of said Big Stone-Ortonville Line from the point of beginning to a point on the Section Line common to Section 18 and 19 of Township 121, Range 47 (Big Stone Township), 1,622 feet East of the West Section Line as described in Exhibit A hereto, and approximately 1.75 miles of said Big Stone-Canby Line from the point of beginning to a point on the Section Line common to said Section 18 and 19 which is 1,522 feet East of the West Section Line as described in Exhibit B hereto, are located upon the following-described portions of the Big Stone Plant Site jointly owned by the GRANTOR:

Section Twelve (12), Township One Hundred Twenty-One (121) North, Range Forty-seven (47) West of the Fifth Principal Meridian;

that part of the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4) of Section Thirteen (13), Township One Hundred Twenty-one (121), Range Forty-seven (47) north of Whetstone Creek; and

all of the West Half (W-1/2) of Section Eighteen (18), Township One Hundred Twenty-one (121), Range Forty-six (46) Northerly of the present right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad except the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4) and except Hay's Outlot, as the same is described of record in Plat Envelope #719 in the Office of the Register of Deeds of Grant County, South Dakota, and except a tract in the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of said Section Eighteen (18) described as follows: commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 18, thence North 45 rods, thence East 16 rods, thence South 45 rods, thence West 16 rods to the place of beginning;

all in Grant County, South Dakota; and

WHEREAS, The GRANTORS desire to provide the GRANTEE with the right to have said portions of said 115 KV Transmission Lines remain as presently located upon said above-described portions of the Big Stone Plant Site, provided, however, that the GRANTORS, as required by paragraph 4.1 of the Facilities Agreement, reserve to themselves and except from the rights granted hereby the license, rights and obligations set forth in paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement so that said license, rights and obligations shall survive the grant made hereby and continue in effect for the period contemplated in said paragraph 3.1; which paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement are as follows:

"3.1. The facilities described above in ARTICLE I are subject to a license and right to use the same hereby granted by each Party to each of the other Parties to provide transmission service from the Big Stone Plant to the electric systems of the Parties for the term of the Basic Agreement, or such lesser period as may be provided in the respective contracts (Par. C, above) entered into to arrange for their use for such purposes.

"3.2. In consideration of the utilization of and interconnection to Otter Tail's system to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties, Otter Tail shall have the right for the term on the Basic Agreement, to tap at Otter Tail's expense the Plant Substation and the facilities described above in ARTICLE I as they may be revised from time to time under Par. 1.3 for deliveries to its own loads. Such taps shall not interfere with the use of such facilities to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties.

"3.3. Each of the respective Owners of the facilities described above in ARTICLE I shall bear its own costs of maintenance and property taxes, including all capital expenditures and maintenance expenses, associated with the portions of such facilities owned by it and shall keep them in serviceable condition. If ownership of Plant Property changes the Parties shall, as a part of the Agreement providing for such change, negotiate appropriate

transfers of transmission property to correspond to the change in ownership of Plant Property.”

The 115 Transmission Lines described above in this Easement Agreement are included in the facilities described in ARTICLE I of the Facilities Agreement referred to in paragraph 3.1 thereof. The contracts described in paragraph C referred to in said paragraph 3.1 of the Facilities Agreement were entered into to arrange for the use of facilities to provide necessary transmission service from the Big Stone Plant to the present electric systems of the GRANTORS and are described as follows:

- “i. U.S. Department of the Interior, Bureau of Reclamation Facilities Contract with Northwestern Public Service Company (Huron Substation Additions), Contract No. 14-06-600-616A, dated April 12, 1973.
- “ii. U.S. Department of the Interior, Bureau of Reclamation Interconnection Contract with Otter Tail Power Company (230 KV Interconnection at Gary Substation) (115 KV Interconnection at Forman Substation), Contract No. 14-06-600-615A, dated April 12, 1973.
- “iii. Interconnection and Transmission Service Agreement Between East River Electric Power Cooperative, Inc. and Otter Tail, dated January 8, 1973.
- “iv. 230 KV Interconnection Agreement Between Otter Tail Power Company and Minnkota Power Cooperative, Inc., Supplement No. 2, dated August 7, 1970.”;

The term of the Basic Agreement runs to December 31, 2015, unless sooner terminated or extended in accordance with the provisions of the Basic Agreement or as the parties to the Basic Agreement shall hereafter specify; and

WHEREAS, This Easement Agreement and the rights hereby granted have been consented to by First Trust Company of Saint Paul and D.L. Doyon, as Trustees under the Indenture of Mortgage of Otter Tail dated July 1, 1936, as amended and supplemented, and by Chemical Bank and K. Mehl, as Trustees under the Indenture of Mortgage of Montana-Dakota dated May 1, 1939, as amended and supplemented, and by The Chase Manhattan Bank (National Association) and J.J. O’Connell, as Trustees under the Indenture of Mortgage of Northwestern dated August 1, 1940, as amended and supplemented.

NOW, THEREFORE, For and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration paid to each of the GRANTORS by the GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS hereby sell, convey and grant unto the GRANTEE a non-exclusive easement and right-of-way over, across, through and under said portions of the Big Stone Plant Site described above solely for the uses and purposes and subject to the terms hereinafter set forth.

This easement and right-of-way are for the purpose of granting to the GRANTEE the right to have said Transmission Lines remain as presently located upon the lands described above

and the right, through its agents and representatives, to have ingress to and egress from said Lines and the various portions thereof on and over such lands for the purpose of operation, inspection, maintenance, preservation and repair of said Transmission Lines.

The GRANTORS except from the rights hereby granted to the GRANTEE, and expressly reserve to themselves, the license, rights and obligations set forth in paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement as above set forth so that said license, rights and obligations shall survive the grant made hereby and continue in effect for the period contemplated in said paragraph 3.1 of the Facilities Agreement.

Subject to the limitations expressly set forth herein, this easement and right-of-way shall inure to the benefit of and shall be binding upon the GRANTORS, the GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTORS and GRANTEE have caused this Easement Agreement to be executed in their respective corporate names and their respective corporate seals to be here unto affixed and attested by their duly authorized officers, all as of the day and year first above written.

OTTER TAIL POWER COMPANY

ATEST:

By _____

Its _____

Its _____

(CORPORATE SEAL)

MONTANA-DAKOTA UTILITIES CO.

ATEST:

By _____

Its _____

Its _____

(CORPORATE SEAL)

NORTHWESTERN PUBLIC SERVICE
COMPANY

ATEST:

By _____

Its _____

Its _____

(CORPORATE SEAL)

COOPERATIVE POWER ASSOCIATION

ATEST:

By _____

Its _____

Its _____

(CORPORATE SEAL)

EXHIBIT E

In Grant and Deuel Counties, South Dakota:

Approximately 25.27 miles of 230 KV transmission line in Grant County and Deuel County, South Dakota, known as the Big Stone-Gary 230 kv Transmission Line, being a high-voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which Transmission Line begins at a point in the Big Stone 230 kv Substation at the face of the supporting steel deadend structure. Said beginning point is further described as the face of the supporting steel deadhead structure located in the Big Stone Plant 230 kv Substation in Section 12, Twp. 121, Range 47 (Big Stone Twp.) Grant County, South Dakota, at a point 1570 ft. East of West Section line and 1471 ft. North of South Section line; thence Easterly, to a point in the NE 1/4 of SW 1/4 of said Section 12, located 1820 ft. East of West Section line and 1474 ft. North of South Section line; thence deflecting to the Right, at an angle of 44°31'54", to a point on the Section line common to Sections 12 and 13, located 1934 ft. West of East Section line; thence continuing on same course, to a point in the NW 1/4 of the NE 1/4 of said Section 13, located 1810 ft. West of East Section line and 120 ft. South of North Section line; thence deflecting to the Left, at an angle of 8°51'30", to a point on the Section line common to Section 13, Twp. 121, Range 47 (Big Stone Twp.) and Section 18, Twp. 121, Range 46 (Big Stone Twp.), located 1401 ft. South of North Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 18, located 1420 ft. East of West Section line and 2420 ft. South of North Section line; thence deflecting to the Right, at an angle of 54°33'20", to a point on the Section line common to Sections 18 and 19, located 1422 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of SW 1/4 of said Section 19, located 1422 ft. East of West Section line and 1126 ft. North of South Section line; thence deflecting to the Left, at an angle of 90°06'40", to a point on the Section line common to Sections 19 and 20, located 1111 ft. North of South Section line; thence continuing on same course, to a point in the SW 1/4 of SW 1/4 of said Section 20, located 152 ft. East of West Section line and 1113 ft. North of South Section line; thence deflecting to the Left, at an angle of 0°07'20", to a point in said SW 1/4 of SW 1/4 of said Section 20, located 1157 ft. East of West Section line and 1126 ft. North of South Section line; thence deflecting to the Right, at an angle of 90°18', to a point on the Section line common to Sections 20 and 29, located 1160 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Sections 29 and 32, located 1175 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Section 32, Twp. 121, Range 46 (Big Stone Twp.) and Section 4, Twp. 120, Range 47 (Alban Twp.), located 1179 ft. East of Southwest corner of said Section 32; thence continuing on same course to a point in the SE 1/4 of SW 1/4 of said Section 4, located 1913 ft. East of West Section line and 360 ft. North of South Section line; thence deflecting to the Left, at an angle of 32°09'40", to a point on the Section line common to Sections 4 and 9, located 2136 ft. East of West Section line; thence continuing on same course, to a point in the NE 1/4 of NW 1/4 of said Section 9, located 2465 ft. East of West Section line and 521 ft. South of North Section line; thence deflecting to the Right, at an angle of 32°15'20", to a point on the Section line common to sections 9 and 16, located 2468 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2502 ft. East of West Section line; thence continuing Southerly, to a point in the NE 1/4 of NW 1/4 of said Section 21, located 2502 ft. East of West Section line and 100 ft. South of North Section

line; thence deflecting to the Right, at an angle of 0°54'20", to a point on the Section line common to Sections 21 and 28, located 2393 ft. East of West Section line; thence continuing on same course, to a point in the NE 1/4 of SW 1/4 of said Section 28, located 2436 ft. East of West Section line and 5 ft. South of the North line of said NE 1/4 of SW 1/4; thence Southwesterly, in a straight line, to a point in said NE 1/4 of SW 1/4, located 2012 ft. East of West Section line and 1410 ft. North of South Section line; thence Southerly, in a straight line, to a point on the Section line common to Sections 28 and 33, located 2013 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of SW 1/4 of said Section 33, located 1934 ft. East of West Section line and 99 ft. North of South Section line; thence deflecting to the Left, at an angle of 20°34'20", to a point on the Section line common to Section 33, Twp. 120, Range 47 (Alban Twp.) and Section 4, Twp. 119; Range 47 (Vernon Twp.), located 1969 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 4, located 2504 ft. East of West Section line and 1531 ft. South of North Section line; thence deflecting to the Right, at an angle of 18°56', to a point on the Section line common to Sections 4 and 9, located 2525 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Sections 9 and 16, located 2532 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2538 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 21 and 28, located 2512 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 28 and 33, located 2500 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Section 33, Twp. 119, Range 47 (Vernon Twp.) and Section 4, Twp. 118, Range 47 (Adams Twp.), located 2517 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 4 and 9, located 2503 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 9 and 16, located 2497 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2493 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 21 and 28, located 2497 ft. East of West Section line; thence continuing Southerly, to a point in the SE 1/4 of SW 1/4 of said Section 28, located 2532 ft. East of West line and 897 ft. North of South Section line; thence deflecting to the Left at an angle of 14°10'40", to a point on the Section line common to Sections 28 and 33, located 2764 ft. East of West Section line; which point is also described as being 2466 ft. West of East Section line; thence continuing on same course to a point in the NW 1/4 of NE 1/4 of said Section 33, located 2208 ft. West of East Section line and 1041 ft. South of North Section line; thence deflecting to the Right, at an angle of 19°06', to a point on the Section line common to Section 33, Twp. 118, Range 47 (Adams Twp.) Grant County and Section 4, Twp. 117, Range 47 (Antelope Valley Twp.) Deuel County, located 2598 ft. West of East Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 4, located 2513 ft. East of West Section line and 1479 ft. South of North Section line; thence deflecting to the Left, at an angle of 5°39'30", to a point on the Section line common to Sections 4 and 9, located 2521 ft. East of West Section line; thence continuing on same course to a point in the SE 1/4 of NW 1/4 of said Section 9, located 1704 ft. South of the North Section line and 2518 ft. East of West Section line, which point is further designated as being the point of termination of the center line of, the electric Transmission Line as described herein.

Said Line to include all equipment described in and constituting a part of said Transmission Line between said originating and terminating points, and together with all

easements and associated permits, licenses and property rights in connection with said portion of said Transmission Line.

Attachment C

BIG STONE PLANT

TRANSMISSION FACILITIES

AGREEMENT

BY AND BETWEEN

OTTER TAIL POWER COMPANY

MONTANA-DAKOTA UTILITIES CO.

AND

NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF APRIL 3, 1972

THIS AGREEMENT is made as of April 3, 1972, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation ("Northwestern"), which are sometimes referred to collectively herein as the "Owners" or "Parties" or individually as the "Owner" or "Party".

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970 (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota (the "Big Stone Plant").

B. The Parties have determined that certain facilities (hereinafter specified in Par. 1.1), and certain contracts to arrange for the use of facilities (hereinafter specified in Par. C), are required to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties.

C. The following contracts have been entered into to arrange for the use of facilities to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties:

- i. U. S. Department of the Interior, Bureau of Reclamation Facilities Contract with Northwestern Public Service Company (Huron Substation Additions), Contract No. 14-06-600-616A, dated April 12, 1973.
- ii. U. S. Department of the Interior, Bureau of Reclamation Interconnection Contract with Otter Tail Power Company (230 KV Interconnection at Gary Substation) (115 KV Interconnection at Forman Substation), Contract No. 14-06-600-615A, dated April 12, 1973.
- iii. Interconnection and Transmission Service Agreement Between East River Electric Power Cooperative, Inc. and Otter Tail, dated January 8, 1973.
- iv. 230 KV Interconnection Agreement Between Otter Tail Power Company and Minnkota Power Cooperative, Inc., Supplement No. 2, dated August 7, 1970.

D. The Parties have agreed to share the costs, and to divide the ownership of the facilities as hereinafter provided.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE I.

REQUIRED TRANSMISSION FACILITIES

1.1. The cost of the facilities required to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties will be shared in the proportions provided for Plant Property in Section 3.3 of the Basic Agreement.

1.2. In addition to the substation on the site of the Big Stone Plant (the "Plant Substation") and the contracts to arrange for the use of transmission facilities listed in Par. C, above, the Parties agree that the following major facilities are required to provide necessary transmission service from the Big Stone Plant to the present electric systems of the Parties:

1.21. Additions to the substation of the U. S. Bureau of Reclamation (Bureau) located at or adjacent to Huron, South Dakota. (Huron Substation).

1.22. Additions to the Otter Tail substation located at or adjacent to Forman, North Dakota. (Forman Substation).

1.23. Additions to the Otter Tail substation located at or adjacent to Hankinson, North Dakota. (Hankinson Substation).

1.24. Additions to the substation of East River Electric Power Cooperative, Inc. (East River) located at or adjacent to Gary, South Dakota. (Gary Substation, also called "Blair Substation").

1.25. A 230 KV transmission line running from the Plant Substation to the Hankinson Substation. (Hankinson Line).

1.26. A 230 KV transmission line running from the Plant Substation to the Gary Substation. (Gary Line).

1.27. Two 115 KV transmission lines running from the Plant Substation to points near Ortonville, Minnesota, to connect with Otter Tail's 115 KV lines to Ortonville and Canby, Minnesota, respectively. (115 KV Transmission Lines).

1.3. Additional or substitute facilities may be required in the future to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties. If any facility described in Pars. 1.21 through 1.27 becomes unavailable or inadequate for such use before the expiration of the Basic Agreement, the

facilities required to provide such necessary transmission service shall be added or substituted and the Parties shall enter into a supplement to this Agreement to designate such facilities and providing for the cost and the ownership thereof to be shared by the Parties.

1.4. The facilities described in Pars. 1.21 through 1.27, inclusive, and any facilities designated as required under Par. 1.3, are hereinafter collectively referred to as the "facilities described above in ARTICLE I". The term "facility" or "facilities" when used in this Agreement includes the contracts to arrange for the use of transmission facilities listed in Par. C, above.

ARTICLE II.

ACQUISITION OF FACILITIES AND SHARING COSTS OF ACQUISITION

2.1. The Plant Substation is part of the Plant and Plant Property under Sections 1.1(s), (t) and other provisions of the Basic Agreement and its cost and ownership are to be shared by the Parties as provided in the Basic Agreement.

2.2. Otter Tail will acquire right of way easements by purchase or condemnation, together with all associated permits, licenses and property rights associated therewith, with reference to the facilities described above in ARTICLE I (except the Huron Substation, Par. 1.21) and will contract for the acquisition, construction or use thereof in the sole name of Otter Tail, subject to ultimate division among the Parties as herein provided.

2.3. Northwestern will contract for the acquisition, construction or arrangement for the use of the Huron Substation (Par. 1.21) in the sole name of Northwestern and will be the sole owner thereof, subject to the provisions of this Agreement.

2.4. Otter Tail will be the sole owner of the 115 KV Transmission Lines (Par. 1.27), the contractual arrangements for the use of the Gary Substation (Par. 1.24), and the additions to the Forman and Hankinson Substations (Pars. 1.22 and 1.23), subject to the provisions of this Agreement.

2.5. The Parties individually will ultimately be the sole owners of separate segments of the Hankinson and Gary Lines (Pars. 1.25 and 1.26), such segments to be determined so that the facilities described above in Pars. 1.21 through 1.27, inclusive, will be owned by the Parties in the proportions (based upon costs) provided for Plant Property in Section 3.3 of the Basic Agreement. There is attached hereto as Exhibit A and made a part hereof, an estimate of the cost of constructing or providing such facilities and a tentative division of ownership of the Hankinson and Gary Lines. The final division of ownership of the Hankinson and Gary Lines will be made when there has been determined the total cost of constructing or providing all the facilities described above in Pars. 1.21 through 1.27, inclusive. Appropriate documents to accomplish said division, as required by counsel for the Parties, will be executed and delivered, conveying the separate segments, free of liens.

2.6. The costs of acquiring or constructing any of the facilities described above in ARTICLE I will be shared by the Parties in the same proportions provided for Plant Property in Section 3.3 of the Basic Agreement. As costs are incurred by any of the Parties, they will be billed to the Project and shared by the other Parties in the same manner as for Project Expenditures under Article 12 of the Basic Agreement. The amount of the "Blair Substation Investment" as defined in the Otter Tail-East River Agreement (Par. C, iii, above) for the Gary Substation, will be considered as incurred by Otter Tail on September 1, 1974, or the date of completion of the "Blair Substation Interconnection Facilities" thereunder, whichever occurs later, and for the purpose of Pars. 2.4 and 2.5 of this Agreement the additions so made shall be considered as owned by Otter Tail.

ARTICLE III.

LICENSE RIGHTS AND MAINTENANCE

3.1. The facilities described above in ARTICLE I are subject to a license and right to use the same hereby granted by each Party to each of the other Parties to provide transmission service from the Big Stone Plant to the electric systems of the Parties for the term of the Basic Agreement, or such lesser period as may be provided in the respective contracts (Par. C, above) entered into to arrange for their use for such purposes.

3.2. In consideration of the utilization of and inter-connection to Otter Tail's system to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties, Otter Tail shall have the right for the term on the Basic Agreement, to tap at Otter Tail's expense the Plant Substation and the facilities described above in ARTICLE I as they may be revised from time to time under Par. 1.3 for deliveries to its own loads. Such taps shall not interfere with the use of such facilities to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties.

3.3. Each of the respective Owners of the facilities described above in ARTICLE I shall bear its own costs of maintenance and property taxes, including all capital expenditures and maintenance expenses, associated with the portions of such facilities owned by it and shall keep them in serviceable condition. If ownership of Plant Property changes the Parties shall, as a part of the Agreement providing for such change, negotiate appropriate transfers of transmission property to correspond to the change in ownership of Plant Property.

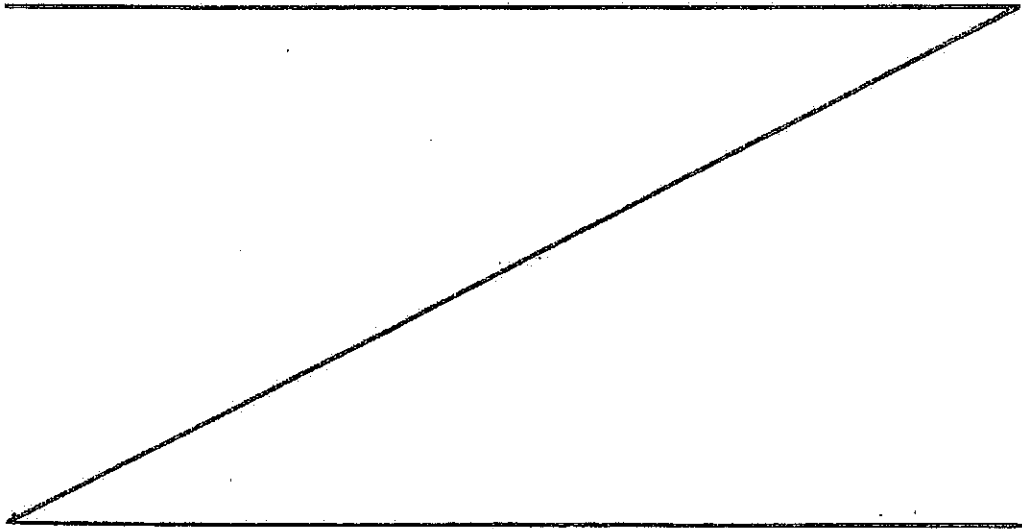
3.4. At the request of the Owner thereof, Otter Tail will maintain any of the facilities described above in ARTICLE I (except the Huron Substation). As Otter Tail incurs costs for such maintenance, they may be billed to the Owner and will be due upon billing. The term "costs" shall mean fully allocated costs and include reasonable overhead, administrative and general and fixed costs.

ARTICLE IV.

GENERAL

4.1. Any disposition by any Owner of any of the facilities described above in ARTICLE I shall, unless specifically consented to in writing by the other Parties, reserve to the other Parties, and except from such disposition, the license, rights and obligations set forth above in Pars. 3.1, 3.2, and 3.3 so that said license, rights, and obligations shall survive any such disposition and continue in effect for the period contemplated in Par. 3.1.

4.2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.



4.3. This Agreement shall terminate upon the termination of the Basic Agreement.

IN WITNESS WHEREOF, The Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized on May 7, 1974, intending thereby that this Agreement shall be effective as of its date, namely April 3, 1972.

(CORPORATE SEAL).

In Presence of:

Robert J. Curran
Harold R. Davis

OTTER TAIL POWER COMPANY

By Albert V. Smith
Its President

And John W. West
Its Secretary

(CORPORATE SEAL).

In Presence of:

Joseph R. Pauchel
Helen Volk

MONTANA-DAKOTA UTILITIES CO.

By D. M. Belmont
Its President

And H. H. Hanson
Its Secretary

APPROVED
BY [Signature]

(CORPORATE SEAL).

In Presence of:

Henry Swanson
Robert E. Hoyt

NORTHWESTERN PUBLIC SERVICE COMPANY

By A. D. Smith
Its President

And R. March
Its Secretary

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

On this 15th day of April, 1974, before me, a Notary Public within and for said County, personally appeared Albert V. Hartzl and John M. West to me personally known, who, being each by me duly sworn did say that they are respectively the President and the Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Albert V. Hartzl and John M. West acknowledged said instrument to be the free act and deed of said corporation.

Harold R. Davis (Harold R. Davis)
Notary Public, Otter Tail Co., MN
My Commission Expires: May 6, 1976

(NOTARIAL SEAL).

STATE OF NORTH DAKOTA)
)SS
COUNTY OF BURLEIGH)

On this 7th day of May, in the year 1974, before me a Notary Public within and for said County, personally appeared David M. Nesbitt and R. W. Leonard, known to me to be the President and the Secretary of MONTANA-DAKOTA UTILITIES CO., the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Shanda C. Thompson
Notary Public, Burleigh Co., ND
My Commission Expires: 11-9-74

(NOTARIAL SEAL).

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF BEADLE)

On this the 22nd day of April, 1974, before me, R. A. Wilkins, the undersigned officer, personally appeared A. D. Schmidt and R. E. March, who acknowledged

themselves to be the President and the Secretary of
NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation, and that they,
as such President and Secretary being authorized so to
do, executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by themselves
as such President and Secretary. In witness whereof
I hereunto set my hand and official seal.

R. C. Wickham
Notary Public, Beadle Co., SD
My Commission Expires: Feb 6, 1915

(NOTARIAL SEAL).

BIG STONE TRANSMISSION SHARING

<u>Facility</u>	<u>Cost</u>	<u>OWNERSHIP</u>		
		<u>MDU</u>	<u>OTP</u>	<u>NWPS</u>
Hankinson Substation	\$ 600,000		\$ 600,000	
Forman Substation	550,000		550,000	
Huron Substation	950,000			\$ 950,000
Gary Substation	500,000		500,000	
Hankinson Line approx. 70 miles	2,100,000			
From Plant Substation				
North - approx. 43 miles		\$1,280,000		
From Hankinson Substation				
South - approx. 27 miles			820,000	
Gary Line approx. 34 miles	1,250,000			
From Plant Substation				
South - approx. 31 miles				1,130,000
From Gary Substation				
North - approx. 3 miles			120,000	
115 KV Lines	450,000		450,000	
TOTALS	\$6,400,000 100%	\$1,280,000 20%	\$3,040,000 47-1/2%	\$2,080,000 32-1/2%

EXHIBIT "A" TO BIG STONE PLANT TRANSMISSION FACILITIES AGREEMENT

BIG STONE PLANT

TRANSMISSION FACILITIES

SUPPLEMENTAL AGREEMENT NO. 1

BY AND BETWEEN

OTTER TAIL POWER COMPANY

MONTANA-DAKOTA UTILITIES CO.

AND

NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF OCTOBER 1, 1974

This Supplemental Agreement No. 1 is made as of October 1, 1974, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation, ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation, ("Northwestern"), which are sometimes referred to collectively herein as the "Parties".

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7th, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant").

B. The Parties hereto entered into a Transmission Facilities Agreement made as of April 3, 1972, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the Transmission Facilities as defined in paragraphs 1.21 through 1.27, inclusive, thereof with respect to the Big Stone Plant. By the Facilities Agreement, among other things,

- (i) Otter Tail has and will acquire right-of-way easements by purchase or condemnation, together with associated permits, licenses and property rights, with respect to the Transmission Facilities (except the Huron Substation as defined in the Facilities Agreement) and has and will contract for the acquisition, construction or use thereof in its sole name subject to ultimate division among the Parties as therein provided;
- (ii) the Parties individually will ultimately be the sole owners of separate segments of the Hankinson and Gary Lines (as therein described), such segments to be determined so that the Transmission Facilities described in paragraphs 1.21 through 1.27, inclusive, of the Facilities Agreement will be owned by the Parties in the proportions (based upon costs) provided for Plant Property in Section 3.3 of the Basic Agreement;
- (iii) Exhibit A attached to the Facilities Agreement is an estimate of the cost of constructing or providing such Transmission Facilities and a tentative division of ownership of the portion thereof identified as the Hankinson and Gary Lines;

- (iv) said Exhibit A estimates the total cost of the Transmission Facilities at \$6,400,000, of which \$2,100,000 is the estimated cost of the approximately 70-mile Hankinson Line;
- (v) Montana-Dakota's 20% share of said total estimated cost of the Transmission Facilities is \$1,280,000 and, consequently, said Exhibit A provides that Montana-Dakota will own a fraction of the 70-mile Hankinson Line determined by dividing Montana-Dakota's share of the total cost of the Transmission Facilities (estimated at \$1,280,000) by the cost attributed to the Hankinson Line (estimated at \$2,100,000);
- (vi) as a result, said Exhibit A tentatively allocates to Montana-Dakota approximately 43 miles of said Hankinson Line from the Plant Substation north and the remaining approximately 27 miles to Otter Tail;
- (vii) however, the Facilities Agreement further provides that the final division of ownership of the Hankinson Line will be made when there has been determined the total cost of constructing or providing all of the Transmission Facilities, and that appropriate documents to accomplish said division, as required by counsel for the Parties, will be executed and delivered, conveying the separate segments free of liens.

C. Construction of the Hankinson Line has been completed, but construction of all the Transmission Facilities has not yet been completed, and all costs thereof have not been finally determined; nevertheless, Montana-Dakota has requested the conveyance to it at this time, pursuant to the Facilities Agreement, of the southern approximately 40 miles of the Hankinson Line, as more particularly described in Exhibit 1 hereto attached and hereby made a part hereof.

D. Otter Tail and Montana-Dakota are satisfied that the total cost of constructing all of the Transmission Facilities and the total cost of constructing the Hankinson Line will be such that Montana-Dakota will be entitled, pursuant to the Facilities Agreement, to ownership of at least that portion of the Hankinson Line described in Exhibit 1 hereto.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1) Otter Tail shall forthwith sell, assign, transfer, convey and quitclaim to Montana-Dakota the portion of the Hankinson Line described in Exhibit 1 hereto and all of the right-of-way easements, together with all associated permits, licenses and property rights associated with that portion of the Hankinson Line, free from the lien of the Indenture dated July 1st, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustees, as said Indenture has been amended and supplemented.

2) Said transfer and conveyance shall be made without payment by Montana-Dakota therefor except that Montana-Dakota recognizes, and the Parties agree, that the final cost, as determined pursuant to the Facilities Agreement of that portion of the Hankinson Line described on Exhibit 1 hereto, shall be offset against, and constitutes a part of, Montana-Dakota's 20% share of the final cost of all of the Transmission Facilities as provided in the Facilities Agreement; and that Montana-Dakota's ownership of any remaining portion of the Hankinson Line, pursuant to the Facilities Agreement, shall be limited to that portion of said Line north of the north terminus of the portion of said Line as described on Exhibit 1 hereto the cost of which is equal to 20% of the final cost of all of the Transmission Facilities as determined in accordance with the Facilities Agreement less the final cost of the portion of said Hankinson Line transferred and conveyed to Montana-Dakota pursuant to this Supplemental Agreement.

3) The final division of ownership of the remaining portion of the Hankinson Line will be made when all such costs have been determined and appropriate documents to accomplish said final division, as required by counsel for the Parties, will be executed and delivered conveying the balance of said Line to Montana-Dakota and to Otter Tail, free of liens as provided for in said Facilities Agreement. In event the costs of all of the Transmission Facilities and of the Hankinson Line are such that the portion of the Hankinson Line described in Exhibit 1 hereto sold and conveyed to Montana-Dakota hereby exceeds the portion of said Line to which Montana-Dakota is entitled pursuant to the Facilities Agreement, Montana-Dakota agrees forthwith to retransfer and reconvey to Otter Tail, free from mortgage liens of Montana-Dakota and without payment to Montana-Dakota, that portion of the northerly end of the Line sold and conveyed to it pursuant thereto the cost of which is in excess of the portion of said Line to which it is entitled pursuant to the Facilities Agreement.

4) This Supplemental Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, The Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized, all as of the day and year first above written.

IN THE PRESENCE OF: OTTER TAIL POWER COMPANY
Almer K. Johnson By Albert V. Hartl
Pat Johnson Its President
And Jay D. Myster
Its Secretary

[CORPORATE SEAL]

IN THE PRESENCE OF: MONTANA-DAKOTA UTILITIES CO
Joseph R. Michel By A. P. M. Desbrest
Paula C. Thompson Its President
And A. J. Larson
APPROVED Its SECRETARY

[CORPORATE SEAL]

IN THE PRESENCE OF: NORTHWESTERN PUBLIC SERVICE COMPANY
Edward E. Hoyt By A. D. Smith
Betty C. Peterson Its President
And Edmund
Its Secretary

[CORPORATE SEAL]

STATE OF MINNESOTA)
COUNTY OF OTTER TAIL) SS

On this 14 day of October, 1974, before me, a Notary Public within and for said County, personally appeared ALBERT V. HARTL and JAY D. MYSTER, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of OTTER TAIL POWER COMPANY, one of the corporations named in the foregoing instrument; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ALBERT V. HARTL and JAY D. MYSTER acknowledged said instrument to be the free act and deed of said corporation.

STERLING E. STON
Notary Public, OTTER TAIL CO., MINN.
My Commission Expires April 3, 1977

Sterling E. Ston
Notary Public, Otter Tail Co., Mn.

DW 9-26-74

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) SS

On this 17th day of October, 1974, before me, a Notary Public within and for said County, personally appeared David M. Blackett and G. H. Hanson, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of MONTANA-DAKOTA UTILITIES CO., one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Charles C. Thompson
Notary Public, Burleigh Co., ND
My commission expires: 11-9-74

[NOTARIAL SEAL]

STATE OF SOUTH DAKOTA)
COUNTY OF BEADLE) SS

On this 28th day of October, 1974, before me, _____, the undersigned officer, personally appeared A. D. SCHMIDT and R. E. BAUGH who acknowledged themselves to be the President and the SECRETARY of NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation; and that they, as such President and SECRETARY being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such President and SECRETARY. In witness whereof, I hereunto set my hand and official seal.

Ardis Brown
Notary Public, Beadle Co., SD
My commission expires: December 26, 1976

[NOTARIAL SEAL]

EXHIBIT 1

[TO SUPPLEMENTAL AGREEMENT NO. 1 MADE
AS OF OCTOBER 1, 1974, BY AND BETWEEN
OTTER TAIL POWER COMPANY, MONTANA-DAKOTA
UTILITIES CO. AND NORTHWESTERN PUBLIC
SERVICE COMPANY]

That portion of the Big Stone-Hankinson 230 KV Transmission Line originating at the face of the supporting steel dead-head structure located in the Big Stone Plant 230 KV Substation in Section 12, Township 121, Range 47, Grant County, South Dakota, and running in a general northerly direction 39.69 pole miles, more or less, to a point on the south section line of Section 13, Township 126, Range 50, in Roberts County, South Dakota, which is 2,601 feet west of the east section line of said Section 13, and said point also being 2,843 feet east of the west section line of said Section 13, including all equipment described in and constituting a part of said Transmission Line between said originating and terminating points.

BIG STONE PLANT

TRANSMISSION FACILITIES

SUPPLEMENTAL AGREEMENT NO. 2

BY AND BETWEEN

OTTER TAIL POWER COMPANY

MONTANA-DAKOTA UTILITIES CO.

AND

NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF *June 10*, 1976

This Supplemental Agreement No. 2 is made as of June 10, 1976, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation, ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation, ("Northwestern"), which are sometimes referred to collectively herein as the "Parties".

RECITALS

A. The parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant").

B. The parties hereto entered into a Transmission Facilities Agreement made as of April 3, 1972, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the Transmission Facilities as defined in paragraphs 1.21 through 1.27, inclusive, thereof with respect to the Big Stone Plant. By the Facilities Agreement, among other things,

- (i) Otter Tail has acquired, and will acquire, right-of-way easements by purchase or condemnation, together with associated permits, licenses and property rights, with respect to the Transmission Facilities (except the Huron Substation as defined in the Facilities Agreement) and has contracted, and will contract, for the acquisition, construction and use thereof in its sole name subject to ultimate division among the parties as therein provided;
- (ii) Otter Tail will individually be the sole owner of the two 115 KV Transmission Lines referred to in paragraph 1.27 of the Facilities Agreement running from the Plant Substation to points near Ortonville and Canby, respectively, (the "115 KV Transmission Lines"); and
- (iii) Exhibit A attached to the Facilities Agreement is an estimate of the cost of constructing or providing the separate portions of the Transmission Facilities; Exhibit A estimates the total cost of the Transmission Facilities at \$6,400,000, of which Otter Tail's 47.5% share is \$3,040,000; the estimated cost of the 115 KV Transmission Lines is \$450,000, all of which is to be charged against and constitute a part of Otter Tail's 47.5% share of the final cost of all of the Transmission Facilities.

C. Construction of the 115 KV Transmission Lines has been completed, but the total cost thereof has not yet been finally determined. Construction of all of the Transmission Facilities has not been completed, and costs thereof have not yet been determined.

D. The 115 KV Transmission Lines are located (i) in part upon the Big Stone Plant property jointly owned by the Parties, (ii) in part upon certain land adjacent to such Plant property owned by Otter Tail, and (iii) in part upon lands over which easements in assignable form for said Lines have been obtained and are held by Otter Tail. Attached hereto as Exhibits A and B are detailed center line descrip-

tions of said 115 KV Transmission Lines.

E. The northern portion of the Gary Line, referred to as such in paragraph 1.26 of the Facilities Agreement, runs parallel for a distance of approximately 3.5 miles, in part with both of the 115 KV Transmission Lines and in part with only one of them, and consequently is also located in part upon the Big Stone Plant property jointly owned by the Parties and in part on land owned by Otter Tail adjacent to the Big Stone Plant property.

F. Otter Tail proposes to sell and assign to Cooperative Power Association, ("CPA"), the 115 KV Transmission Lines and associated easements, permits, licenses and property rights by appropriate instruments; such sale and assignment, however, to be subject to the provisions of paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement and each instrument effecting the same to include the reservation and exception provided for in paragraph 4.1 of the Facilities Agreement. In connection with said sale and assignment to CPA, Otter Tail will be required:

- (i) to obtain from Otter Tail, Montana-Dakota and Northwestern, acting jointly, an easement for right-of-way of those portions of said 115 KV Transmission Lines which are located on the Big Stone Plant property owned by them as tenants in common;
- (ii) to obtain the release of said 115 KV Transmission Lines and associated right-of-way easements (other than the right-of-way easement referred to in (i) above), permits, licenses and property rights from the lien of its Indenture of Mortgage; and
- (iii) to obtain the consent of the Trustees under the respective mortgage indentures of Otter Tail, Montana-Dakota and Northwestern to the grant of the right-of-way easement referred to in (i) above.

G. Otter Tail has requested Montana-Dakota and Northwestern to enter into this Supplemental Agreement No. 2 to the Facilities Agreement in connection with such sale to CPA.

H. The Parties hereto entered into Supplemental Agreement No. 1 dated as of October 1, 1974, to said Facilities Agreement pursuant to which Otter Tail conveyed to Montana-Dakota the southern approximately 40 miles of the Hankinson Line described in the Facilities Agreement.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- 1) Otter Tail, Montana-Dakota and Northwestern agree that, concurrently with said sale of said 115 KV Transmission Lines by Otter Tail to CPA, they will jointly grant to CPA an easement for right-of-way of those portions of said Lines which are located on the Big Stone Plant property owned by them as tenants in common, including the right of ingress and egress to operate, inspect, maintain, preserve and repair said Lines, which Easement Agreement shall be in substantially the form of Exhibit C hereto.

2) Montana-Dakota and Northwestern agree to use their best efforts to obtain from the Trustees of their respective mortgage indentures consents to the grant of the right-of-way easement provided for in section 1 hereof.

3) This Supplemental Agreement No. 2 shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, The Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized, all as of the day and year first above written.

IN THE PRESENCE OF:

Beverly A. Kodes
Glenn K. Johnson
(CORPORATE SEAL)

OTTER TAIL POWER COMPANY

By Robert M. Bigwood
Its President
And Jay D. Myster
Its Secretary

IN THE PRESENCE OF:

Edna Enzi
Maggie Schlosser
(CORPORATE SEAL)

MONTANA-DAKOTA UTILITIES CO.

By D. M. Glesbort
Its President
And W. H. Larson
Its ~~SECRETARY~~ ^{AT PR}

IN THE PRESENCE OF:

Gadis Brown
Henry Swanson
(CORPORATE SEAL)

NORTHWESTERN PUBLIC SERVICE COMPANY

By G. D. Smith
Its President
And E. E. Hoyt
Its Corporate Secreta

STATE OF MINNESOTA)
COUNTY OF OTTER TAIL) SS

On this 16th day of June, 1976, before me, a Notary Public within and for said County, personally appeared ROBERT M. BIGWOOD and JAY D. MYSTER, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of OTTER TAIL POWER COMPANY, one of the corporations named in the foregoing instrument; and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ROBERT M. BIGWOOD and JAY D. MYSTER acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Harold R. Davis
Notary Public, Otter Tail Co., MN
My commission expires: _____

HAROLD R. DAVIS
Notary Public, OTTER TAIL CO., MINN.
My Commission Expires MAY 6, 1976

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) SS

On this 30th day of March, 1976, before me, a Notary Public within and for said County, personally appeared DAVID M. HESKETT and W. H. HANSON, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of MONTANA-DAKOTA UTILITIES CO., one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Theresa C. Thompson
Notary Public, Burleigh Co., ND
My commission expires: 11-9-80

(NOTARIAL SEAL)

STATE OF SOUTH DAKOTA)
COUNTY OF BEADLE) SS

On this 10th day of June, 1976, before me, Ardis Brown, the undersigned officer, personally appeared A. D. Schmidt and E. E. Hoyt who acknowledged themselves to be the President and the Corporate Secretary of NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation; and that they, as such President and Corporate Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such President and Corporate Secretary. In witness whereof, I hereunto set my hand and official seal.

Ardis Brown
Notary Public, Beadle Co., SD
My commission expires: 12-26-76

(NOTARIAL SEAL)

EXHIBIT A

CENTER LINE DESCRIPTIONS FOR EASEMENTS
BEING ASSIGNED TO C.P.A.

Big Stone-Ortonville 115 KV Tie Line

Approximately 5.17 miles of 115 KV transmission line in Grant County, South Dakota, and Big Stone County, Minnesota, known as the Big Stone-Ortonville Tie Line, being a high voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which transmission line begins at a point in the Big Stone 230 KV substation at the face of the supporting steel dead end structure. Said beginning point is further described as being located in Section 12, Township 121, Range 47 (Big Stone Twp.), Grant County, South Dakota, at a point 1,727 feet North of South Section line and 1,865 feet East of West Section line; the line proceeds thence Southeasterly, to a point in said Section 12, 1,602 feet North of South Section line and 1,992 feet East of West Section line; thence deflecting to the Right, at an angle of $05^{\circ}03'30''$, to a point on the section line common to Sections 12 and 13, 1,660 feet West of East Section line; thence continuing on same course, to a point in said Section 13, 120 feet South of North Section line and 1,534 feet West of East Section line; thence deflecting to the Left, at an angle of $07^{\circ}36'$, to a point on the Section line common to Section 13, Twp. 121, Range 47 (Big Stone Twp.) AND Section 18, Twp. 121, Range 46 (Big Stone Twp.), 1,203 feet South of North Section line; thence continuing on same course, to a point in said Section 18, 2,364 feet South of North Section line and 1,621 feet East of West Section line; thence deflecting to the Right, at an angle of $54^{\circ}33'20''$, to a point on the Section line common to Sections 18 and 19, 1,622 feet East of West Section line; thence continuing on same course, to a point in said Section 19, 1,219 feet South of North Section line and 1,622 feet East of West Section line; thence deflecting to the Left, at an angle of $89^{\circ}50'$, to a point on the Section line common to Sections 19 and 20, 1,234 feet South of North Section line; thence continuing on same course, to a point in said Section 20, 1,216 feet South of North Section line and 2,181 feet East of West Section line; thence deflecting to the Left, at an angle of $32^{\circ}24'$, to a point on the Section line common to Sections 20 and 17, 1,146 feet West of East Section line; thence continuing on same course, to a point in said Section 17, 186 feet North of South Section line and 844 feet West of East Section line; thence deflecting to the Right, at an angle of $03^{\circ}10'$, to a point on the section line common to Section 17, Twp. 121, Range 46 (Big Stone Twp.) Grant County, South Dakota and Section 16, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, 644 feet North of South Section line; thence continuing on same course to a point in said Section 16, 867 feet North of South Section line and 427 feet East of West Section line; thence deflecting to the Right, at an angle of $48^{\circ}07'$, to a point on the Section line common to Sections 16 and 21, 2,734 feet East of West Section line; thence continuing on same course, to a point in said Section 21, 371 feet South of North Section line and 3,720 feet East of West Section line; thence deflecting to the Left, at an angle of $70^{\circ}44'$, to a point on the Section line common to said Sections 16 and 21, 1,772 feet West of East Section line; thence continuing on same course, to a point in said Section 16, 2,060 feet North of South Section line and 84 feet West of East Section line; thence deflecting to the Left, at an angle of $76^{\circ}39'$, for a distance of 35 feet, to a point in said Section 16, 109 feet West of East Section line and 2,087 feet North of South Section line (transmission line station 273.50) and there terminating. Said point of termination being the point of connection of the aforesaid portion of newly constructed electric transmission line with an existing portion of electric transmission line formerly known as the Otter Tail Power Company's Ortonville-Canby 115 KV line.

CENTER LINE DESCRIPTION FOR EASEMENTS
BEING ASSIGNED TO C.P.A.

Big Stone-Canby 115 KV Tie Line

Approximately 7.37 miles of 115 KV transmission line in Grant County, South Dakota, Big Stone County, Minnesota, and Lac Qui Parle County, Minnesota, known as the Big Stone-Canby Tie Line, being a high voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which transmission line begins at a point in the Big Stone 230 KV substation at the face of the supporting steel dead end structure. Said beginning point is further described as being located in Section 12, Township 121, Range 47 (Big Stone Twp.), Grant County, South Dakota, at a point 1,720 feet North of South section line and 1,747 feet East of West section line; thence Southeasterly to a point on the section line common to Sections 12 and 13, 1,795 feet West of East Section line; thence continuing on same course, to a point in said Section 13, 120 feet South of North Section line and 1,673 feet West of East Section line; thence deflecting to the left, at an angle of $09^{\circ}34'14''$, to a point on the Section line common to Sections 13, Twp. 121, Range 47 (Big Stone Twp.) AND Section 18, Twp. 121, Range 46 (Big Stone Twp.) 1,303 feet South of North Section line; thence continuing on same course, to a point in said Section 18, 2,393 feet South of North Section line and 1,521 feet East of West Section line; thence deflecting to the Right, at an angle of $54^{\circ}33'$, to a point on the Section line common to Sections 18 and 19, 1,522 feet East of West Section line; thence continuing on same course, to a point in said Section 19, 1,213 feet North of South Section line and 1,522 feet East of West Section line; thence deflecting to the Left, at an angle of $90^{\circ}07'40''$, to a point on the Section line common to Sections 19 and 20, 1,211 feet North of South Section line; thence continuing on same course, to a point in said Section 20, 151 feet East of West Section line and 1,213 feet North of South Section line; thence deflecting to the Left, at an angle of $00^{\circ}07'20''$, to a point in said Section 20, 1,278 feet North of South Section line and 103 feet West of East Section line; thence deflecting to the Right, at an angle of $39^{\circ}38'40''$, to a point on the Section line common to said Section 20, Twp. 121, Range 46 (Big Stone Twp.), Grant County, South Dakota, AND Section 21, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, 1,194 feet North of South Section line; thence continuing on same course, to point on the Section line common to said Section 21, Twp. 121, Range 46 (Ortonville Twp.) Big Stone County, Minnesota, and Section 28, Twp. 121, Range 46 (Yellow Bank Twp.), Lac Qui Parle County, Minnesota, 1,402 feet East of West Section line; thence continuing on same course, to a point in said Section 28, 69 feet South of North Section line and 1,472 feet East of West Section line; thence deflecting to the Right, at an angle of $13^{\circ}37'40''$, to a point in said Section 28, 208 feet North of South Section line and 146 feet West of East Section line; thence deflecting to the Left, at an angle of $08^{\circ}40'$, to a point on the Section line common to Sections 28 and 27, 61 feet North of South Section line; thence continuing on same course to a point on the Section line common to Sections 27 and 34, 60 feet East of West Section line; thence continuing on same course to a point in said Section 34, 2,625 feet North of South Section line and 2,593 feet West of East Section line; thence deflecting to the Left, at an angle of $13^{\circ}13'20''$, to a point on the Section line common to Sections 34 and 35, 1,027 feet North of South Section line; thence continuing on same course, to a point in said Section 35, 404 ft. North of South Section line and 1,015 feet East of West Section line; thence deflecting to the Left, at an angle of $08^{\circ}03'40''$, to a point on the South Section line of said Section 35, 1,503 feet East of West Section line, and there terminating. Said point of termination being the point of connection of the aforesaid portion of newly constructed electric transmission line with existing portion of electric transmission line formerly known as the Otter Tail Power Company's Ortonville-Canby 115 KV line.

EXHIBIT C
TO
SUPPLEMENTAL AGREEMENT
NO. 2

EASEMENT AGREEMENT

This Easement Agreement, made as of _____, 1976, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation having its principal office at Fergus Falls, Minnesota, ("Otter Tail"); MONTANA-DAKOTA UTILITIES CO., a Delaware corporation having its principal office at Bismarck, North Dakota, ("Montana-Dakota"); and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation having its principal office at Huron, South Dakota, ("Northwestern"), Otter Tail, Montana-Dakota and Northwestern being sometimes hereinafter referred to jointly as the "GRANTORS", and COOPERATIVE POWER ASSOCIATION, a Minnesota cooperative corporation, sometimes hereinafter referred to as the "GRANTEE";

WITNESSETH THAT:

WHEREAS, The GRANTORS heretofore entered into an Agreement for Sharing Ownership of Generating Plant dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant"); and

WHEREAS, The GRANTORS thereafter entered into a Transmission Facilities Agreement made as of April 3, 1972, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the transmission facilities with respect to the Big Stone Plant, including, but not limited to, the 115 KV Transmission Lines hereinafter described; and

WHEREAS, Concurrently herewith Otter Tail is selling and transferring to the Grantee certain 115 KV Transmission Lines, viz., the so-called Big Stone-Ortonville 115 KV Tie Line approximately 5.17 miles in length, the center line of which is described in Exhibit 1 hereto, and the so-called Big Stone-Canby 115 KV Tie Line approximately 7.37 miles in length, the center line of which is described in Exhibit 2 hereto; and is concurrently selling and assigning to the GRANTEE the easements, permits, licenses and property rights associated with said Transmission Lines; and

WHEREAS, Approximately 1.79 miles of said Big Stone-Ortonville Line from the point of beginning to a point on the Section Line common to Sections 18 and 19 of Township 121, Range 47 (Big Stone Township), 1,622 feet East of the West Section Line as described in Exhibit A hereto, and approximately 1.75 miles of said Big Stone-Canby Line from the point of beginning to a point on the Section Line common to said Sections 18 and 19 which is 1,522 feet East of the West Section Line as described in Exhibit B hereto, are located upon the following-described portions of the Big Stone Plant Site jointly owned by the GRANTORS:

Section Twelve (12), Township One Hundred Twenty-one (121)
North, Range Forty-seven (47) West of the Fifth Principal
Meridian;

that part of the Northeast Quarter of the Northeast Quarter
(NE 1/4 of NE 1/4) of Section Thirteen (13), Township One
Hundred Twenty-one (121), Range Forty-seven (47) north of
Whetstone Creek; and

all of the West Half (W-1/2) of Section Eighteen (18), Township One Hundred Twenty-one (121), Range Forty-six (46) Northerly of the present right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad except the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4) and except Hay's Outlot, as the same is described of record in Plat Envelope #719 in the Office of the Register of Deeds of Grant County, South Dakota, and except a tract in the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of said Section Eighteen (18) described as follows: commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 18, thence North 45 rods, thence East 16 rods, thence South 45 rods, thence West 16 rods to the place of beginning;

all in Grant County, South Dakota; and

WHEREAS, The GRANTORS desire to provide the GRANTEE with the right to have said portions of said 115 KV Transmission Lines remain as presently located upon said above-described portions of the Big Stone Plant Site, provided, however, that the GRANTORS, as required by paragraph 4.1 of the Facilities Agreement, reserve to themselves and except from the rights granted hereby the license, rights and obligations set forth in paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement so that said license, rights and obligations shall survive the grant made hereby and continue in effect for the period contemplated in said paragraph 3.1; which paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement are as follows:

"3.1. The facilities described above in ARTICLE I are subject to a license and right to use the same hereby granted by each Party to each of the other Parties to provide transmission service from the Big Stone Plant to the electric systems of the Parties for the term of the Basic Agreement, or such lesser period as may be provided in the respective contracts (Par. C, above) entered into to arrange for their use for such purposes.

"3.2. In consideration of the utilization of and inter-connection to Otter Tail's system to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties, Otter Tail shall have the right for the term on the Basic Agreement, to tap at Otter Tail's expense the Plant Substation and the facilities described above in ARTICLE I as they may be revised from time to time under Par. 1.3 for deliveries to its own loads. Such taps shall not interfere with the use of such facilities to provide necessary transmission service from the Big Stone Plant to the electric systems of the Parties.

"3.3. Each of the respective Owners of the facilities described above in ARTICLE I shall bear its own costs of maintenance and property taxes, including all capital expenditures and maintenance expenses, associated with the portions of such facilities owned by it and shall keep them in service-

able condition. If ownership of Plant Property changes the Parties shall, as a part of the Agreement providing for such change, negotiate appropriate transfers of transmission property to correspond to the change in ownership of Plant Property."

The 115 Transmission Lines described above in this Easement Agreement are included in the facilities described in ARTICLE I of the Facilities Agreement referred to in paragraph 3.1 thereof. The contracts described in paragraph C referred to in said paragraph 3.1 of the Facilities Agreement were entered into to arrange for the use of facilities to provide necessary transmission service from the Big Stone Plant to the present electric systems of the GRANTORS and are described as follows:

- "i. U. S. Department of the Interior, Bureau of Reclamation Facilities Contract with Northwestern Public Service Company (Huron Substation Additions), Contract No. 14-06-600-616A, dated April 12, 1973.
- "ii. U. S. Department of the Interior, Bureau of Reclamation Interconnection Contract with Otter Tail Power Company (230 KV Interconnection at Gary Substation) (115 KV Interconnection at Forman Substation), Contract No. 14-06-600-615A, dated April 12, 1973.
- "iii. Interconnection and Transmission Service Agreement Between East River Electric Power Cooperative, Inc. and Otter Tail, dated January 8, 1973.
- "iv. 230 KV Interconnection Agreement Between Otter Tail Power Company and Minnkota Power Cooperative, Inc., Supplement No. 2, dated August 7, 1970.";

The term of the Basic Agreement runs to December 31, 2015, unless sooner terminated or extended in accordance with the provisions of the Basic Agreement or as the parties to the Basic Agreement shall hereafter specify; and

WHEREAS, This Easement Agreement and the rights hereby granted have been consented to by First Trust Company of Saint Paul and D. L. Doyon, as Trustees under the Indenture of Mortgage of Otter Tail dated July 1, 1936, as amended and supplemented, and by Chemical Bank and K. Mehl, as Trustees under the Indenture of Mortgage of Montana-Dakota dated May 1, 1939, as amended and supplemented, and by The Chase Manhattan Bank (National Association) and J. J. O'Connell, as Trustees under the Indenture of Mortgage of Northwestern dated August 1, 1940, as amended and supplemented.

NOW, THEREFORE, For and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration paid to each of the GRANTORS by the GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS hereby sell, convey and grant unto the GRANTEE a non-exclusive easement and right-of-way over, across, through and under said portions of the Big Stone Plant Site described above solely for the uses and purposes and subject to the terms hereinafter set forth.

This easement and right-of-way are for the purpose of granting to the GRANTEE the right to have said Transmission Lines remain as presently located upon the lands described above and the right, through its agents and representatives, to have ingress to and egress from said Lines and the various portions thereof on and over such lands for the purpose of operation, inspection, maintenance, preservation and repair of said Transmission Lines.

The GRANTORS except from the rights hereby granted to the GRANTEE, and expressly reserve to themselves, the license, rights and obligations set forth in paragraphs 3.1, 3.2 and 3.3 of the Facilities Agreement as above set forth so that said license, rights and obligations shall survive the grant made hereby and continue in effect for the period contemplated in said paragraph 3.1 of the Facilities Agreement.

Subject to the limitations expressly set forth herein, this easement and right-of-way shall inure to the benefit of and shall be binding upon the GRANTORS, the GRANTEE and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTORS and GRANTEE have caused this Easement Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST:

Its _____

(CORPORATE SEAL)

ATTEST:

Its _____

(CORPORATE SEAL)

ATTEST:

Its _____

(CORPORATE SEAL)

ATTEST:

Its _____

(CORPORATE SEAL)

OTTER TAIL POWER COMPANY

By _____

Its _____

MONTANA-DAKOTA UTILITIES CO.

By _____

Its _____

NORTHWESTERN PUBLIC SERVICE COMPANY

By _____

Its _____

COOPERATIVE POWER ASSOCIATION

By _____

Its _____

STATE OF MINNESOTA) SS
COUNTY OF OTTER TAIL)

On this _____ day of _____, 1976, before me, a Notary Public within and for said County, personally appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of OTTER TAIL POWER COMPANY, one of the corporations named in the foregoing instrument; and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Notary Public, Otter Tail Co., MN
My commission expires: _____

STATE OF NORTH DAKOTA) SS
COUNTY OF BURLEIGH)

On this _____ day of _____, 1976, before me, a Notary Public within and for said County, personally appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the _____ of MONTANA-DAKOTA UTILITIES CO., one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

(NOTARIAL SEAL)

Notary Public, Burleigh Co., ND
My commission expires: _____

STATE OF SOUTH DAKOTA) SS
COUNTY OF BEADLE)

On this _____ day of _____, 1976, before me, _____, the undersigned officer, personally appeared _____ and _____ who acknowledged themselves to be the President and the _____ of NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation; and that they, as such President and _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such President and _____. In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

Notary Public, Beadle Co., SD
My commission expires: _____

STATE OF MINNESOTA
COUNTY OF

) SS
)

On this _____ day of _____, 1976, before me, a Notary Public within and for said County, personally appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of COOPERATIVE POWER ASSOCIATION, one of the corporations named in the foregoing instrument; and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Notary Public, _____ Co., MN
My commission expires: _____

BIG STONE PLANT
TRANSMISSION FACILITIES
SUPPLEMENTAL AGREEMENT NO. 3

BY AND BETWEEN
OTTER TAIL POWER COMPANY
MONTANA-DAKOTA UTILITIES CO.

AND
NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF
OCTOBER 1, 1982

This Supplemental Agreement No. 3 is made as of October 1, 1982, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation, ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, A Delaware corporation ("Northwestern"), which are sometimes referred to collectively herein as the "Parties."

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant").

B. The Parties hereto entered into a Transmission Facilities Agreement made as of April 3, 1972, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the Transmission Facilities as defined in paragraphs 1.21 through 1.27, inclusive, thereof with respect to the Big Stone Plant. By the Facilities Agreement, among other things,

- (i) Otter Tail has and will acquire right-of-way easements by purchase or condemnation, together with associated permits, licenses and property rights, with respect to the Transmission Facilities (except the Huron Substation as defined in the Facilities Agreement) and has and will contract for the acquisition, construction or use thereof in its sole name subject to ultimate division among the Parties as therein provided;
- (ii) the Parties individually will ultimately be the sole owners of separate segments of the Hankinson and Gary Lines (as therein described), such segments to be determined so that the Transmission Facilities described in paragraphs 1.21 through 1.27, inclusive, of the Facilities Agreement will be owned by the Parties in the proportions (based upon costs) provided for Plant Property in Section 3.3 of the Basic Agreement;
- (iii) Exhibit A attached to the Facilities Agreement is an estimate of the cost of constructing or providing such Transmission Facilities and a tentative division of ownership of the portion thereof identified as the Hankinson and Gary Lines;
- (iv) said Exhibit A estimates the total cost of the Transmission Facilities at \$6,400,000, of which \$2,100,000 is the estimated cost of the approximately 70-mile Hankinson Line;
- (v) Montana-Dakota's 20% share of said total estimated cost of the Transmission Facilities is \$1,280,000 and, consequently, said Exhibit A provides that Montana-Dakota will own a fraction of

the 70-mile Hankinson Line determined by dividing Montana-Dakota's share of the total cost of the Transmission Facilities (\$1,280,000) by the cost attributed to the Hankinson Line (\$2,100,000);

- (vi) as a result, said Exhibit A allocates to Montana-Dakota 43 miles of said Hankinson Line from the Plant Substation north and the remaining 27 miles to Otter Tail;
- (vii) however, the Facilities Agreement further provides that the final division of ownership of the Hankinson Line will be made when there has been determined the total cost of constructing or providing all of the Transmission Facilities, and that appropriate documents to accomplish said division, as required by counsel for the Parties, will be executed and delivered, conveying the separate segments free of liens.

C. Construction of the Hankinson Line and all the Transmission Facilities have been completed and all costs thereof have been finally determined, as illustrated on Exhibit I attached hereto and made a part hereof. Prior to completion and final determination however, Montana-Dakota requested the conveyance to it, pursuant to the Facilities Agreement, of the southern approximately 40 miles of the Hankinson Line. The final determination of the total cost of constructing the Transmission Facilities requires a final division of ownership and entitles Montana-Dakota to approximately 45.45 miles of the Hankinson Line. Montana-Dakota has requested the conveyance to it at this time, pursuant to the Facilities Agreement, of the remaining approximately 5.76 miles of the Hankinson Line which, when added to the 39.69 miles of line conveyed October 1, 1971, comprise the 45.45 miles of the Hankinson Line allocated to which Montana-Dakota is entitled under the Facilities Agreement. The 5.76 miles of the Hankinson Line to be transferred at this time is described more particularly in Exhibit II hereto attached and hereby made a part hereof. Otter Tail and Montana-Dakota are satisfied that the total cost of constructing all of the Transmission Facilities and the total cost of constructing the Hankinson Line are such that Montana-Dakota is entitled, pursuant to the Facilities Agreement, to ownership of that portion of the Hankinson Line described in Exhibit II hereto.

D. Otter Tail and Montana-Dakota are satisfied that the total cost of constructing all the Transmission Facilities and the total cost of constructing the Hankinson Line are such that Montana-Dakota is entitled, pursuant to the Facilities Agreement, as supplemented, to own 45.45 miles of the Hankinson Line.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

- 1) Otter Tail shall forthwith sell, assign, transfer, convey, and quit claim to Montana-Dakota the portion of the Hankinson Line described in Exhibit II hereto and all of the right-of-way easements, together

all associated permits, licenses and property rights associated with that portion of the Hankinson Line, free from the lien of the Indenture dated July 1, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustee, as said Indenture has been amended and supplemented.

2) Said transfer and conveyance shall be made without payment by Montana-Dakota therefor except that Montana-Dakota recognizes, and the Parties agree, that the final cost, as determined pursuant to the Facilities Agreement, of that portion of the Hankinson Line described on Exhibit II hereto, shall be offset against, and constitutes a part of, Montana-Dakota's 20% share of the final cost of all the Transmission Facilities as provided in the Facilities Agreement; and that Montana-Dakota's ownership of the Hankinson Line, pursuant to the Facilities Agreement, is limited to 45.45 miles consisting of the 39.69 miles of line conveyed October 1, 1974, pursuant to Supplemental Agreement No. 2 and the 5.76 miles of line as described on Exhibit II hereto, the cost of which 45.45 miles is equal to 20% of the final cost of all the Transmission Facilities as determined in accordance with the Facilities Agreement.

3) This transfer and conveyance is the final division of ownership of the Hankinson Line as all costs have been determined and such appropriate documents to accomplish this final division, as required by counsel for the Parties, shall be executed and delivered conveying the balance of said line to Montana-Dakota free of liens as provided in said Facilities Agreement.

4) This Supplemental Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, The Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized, all as of the day and year first-above wirtten.

IN THE PRESENCE OF:

Earl E. Bombardier
Diane K. Nezy

(CORPORATE SEAL)

OTTER TAIL POWER COMPANY

By [Signature]
Its President

And [Signature]
Its Secretary

IN THE PRESENCE OF:

(CORPORATE SEAL)

MONTANA-DAKOTA UTILITIES CO.

By [Signature]
Its President

And [Signature]
Its Secretary

IN THE PRESENCE OF:

NORTHWESTERN PUBLIC SERVICE COMPANY

By *W.D. Selth* Its President *CHAIRMAN * 2*

And *E. Hoyt* Its Secretary

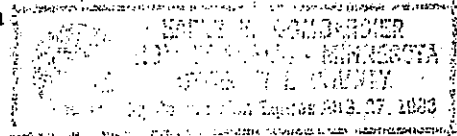
(CORPORATE SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

On this 22nd day of December, 1982, before me a Notary Public within and for said County, personally appeared JOHN C. MACFARLANE and JAY D. MYSTER, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of OTTER TAIL POWER COMPANY, one of the corporations named in the foregoing instrument; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said JOHN C. MACFARLANE and JAY D. MYSTER acknowledged said instrument to be the free act and deed of said corporation.

Earl E. Bombardier
Notary Public, Otter Tail County,
Minnesota

(NOTARIAL SEAL)



STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this 13th day of January, 1983, before me a Notary Public within and for said County, personally appeared J. A. Schuchart and Steven G. Gerhart to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of MONTANA-DAKOTA UTILITIES CO., one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

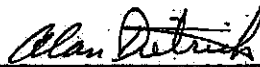
Leone Orchard
Notary Public, Burleigh County,
North Dakota
My Commission expires: 10/22/88

(NOTARIAL SEAL)

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BEADLE)

On this 21st day of January, 19 83, before me, a Notary
Public within and for said County, personally appeared _____
A. D. Schmidt and E. E. Hoyt

who acknowledged themselves to be the Chairman and the Secretary of
NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation; and that they as
such President and Secretary being authorized so to do, executed the
foregoing instrument for the purposes therein contained by signing the
name of the corporation by themselves as such President and Secretary.
In witness whereof, I hereunto set my hand and official seal.



Notary Public, Beadle County,
South Dakota

(NOTARIAL SEAL)

Exhibit I
Supplemental Agreement No. 3

BIG STONE TRANSMISSION SHARING

<u>Facility</u>	<u>Cost</u>	<u>OWNERSHIP</u>		
		<u>MDU</u>	<u>OTP</u>	<u>NWPS</u>
Hankinson Substation	\$ 564,864		\$ 564,864	
Forman Substation	446,250		446,250	
Huron Substation	989,216			\$ 989,216
Gary Substation	518,083		518,083	
Hankinson Line approx. 70 miles	1,925,423			
From Plant Substation North - approx. 45.45 miles		\$1,247,048		
From Hankinson Substation South - approx. 24.72 miles			678,375	
Gary Line approx. 34 miles	1,359,798			
From Plant Substation South - approx. 25.27 miles				1,037,238
From Gary Substation North - approx. 7.86 miles			322,560	
115 kV Lines	431,608		431,608	
TOTALS	\$6,235,242 100%	\$1,247,048 20%	\$2,961,740 47 1/2%	\$2,026,454 32 1/2%

Exhibit II

Supplemental Agreement No. 3

Roberts County, South Dakota, Township 126, Range 50

Beginning at a point on the section line common to Sections 13 and 24, Township 126, Range 50, said point being the point of origin for the center line of the electric transmission line herein described; thence Northerly, to a point in said Section 13, which point is 2,789 feet East of the West section line and 1,379 feet North of the South section line; thence deflecting to the Left, at an angle of $53^{\circ}51'$, to a point on the section line common to Sections 13 and 14, located 3,357 feet North of the South section line; thence continuing on same course, to a point in said Section 14, located 2,540 feet East of the West section line and 101 feet South of the North section line; thence deflecting to the Right, at an angle of $53^{\circ}37'30''$, to a point on the section line common to Sections 11 and 14, located 2,539 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 2 and 11, located 2,498 feet East of West section line; thence continuing on same course, to a point in Section 2, located 2,517 feet East of West section line and 20 feet South of North section line; thence deflecting to the Right at an angle of $0^{\circ}26'$, to a point on the section line common to Section 2, Township 126, Range 50 (Grant Township) and Section 35, Township 127, Range 50 (Hart Township) located 2,519 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 26 and 35, located 2,513 feet East of the West section line; thence continuing on same course, to a point on the section line common to Sections 23 and 26, located 2,523 feet East of the West section line; thence continuing on same course, to a point in said Section 23, located 98 feet North of the South section line and 2,523 feet East of the West section line; thence deflecting to the Left, at an angle of $0^{\circ}35'$, to a point in said Section 23, located 1,214 feet North of the South section line thereof, which point is further designated as being the point of termination of the center line of the electric transmission line as described herein.

Said line to include all equipment described in and constituting a part of said Transmission Line between said originating and terminating points, and together with all easements and associated permits, licenses, and property rights in connection with said portion of said Transmission Line.

BIG STONE PLANT
TRANSMISSION FACILITIES
SUPPLEMENTAL AGREEMENT NO. 4

BY AND BETWEEN
OTTER TAIL POWER COMPANY
MONTANA-DAKOTA UTILITIES CO.

AND
NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF
OCTOBER 1, 1982

This Supplemental Agreement No. 4 is made as of October 1, 1982, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation, ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation ("Northwestern"), which are sometimes referred to collectively herein as the "Parties."

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant").

B. The Parties hereto entered into a Transmission Facilities Agreement made as of April 3, 1972, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the Transmission Facilities as defined in paragraphs 1.21 through 1.27, inclusive, thereof with respect to the Big Stone Plant. By the Facilities Agreement, among other things,

- (i) Otter Tail has and will acquire right-of-way easements by purchase or condemnation, together with associated permits, licenses and property rights, with respect to the Transmission Facilities (except the Huron Substation as defined in the Facilities Agreement) and has and will contract for the acquisition, construction or use thereof in its sole name subject to ultimate division among the Parties as therein provided;
- (ii) the Parties individually will ultimately be the sole owners of separate segments of the Hankinson and Gary Lines (as therein described), such segments to be determined so that the Transmission Facilities described in paragraphs 1.21 through 1.27, inclusive, of the Facilities Agreement will be owned by the Parties in the proportions (based upon costs) provided for Plant Property in Section 3.3 of the Basic Agreement;
- (iii) Exhibit A attached to the Facilities Agreement is an estimate of the cost of constructing or providing such Transmission Facilities and a tentative division of ownership of the portion thereof identified as the Hankinson and Gary Lines;
- (iv) said Exhibit A estimates the total cost of the Transmission Facilities at \$6,400,000, of which \$1,250,000 is the estimated cost of the approximately 34-mile Gary Line and \$950,000 is the estimated cost of the Huron Substation;
- (v) Northwestern Public Service's 32 1/2% share of said total estimated cost of the Transmission Facilities is \$2,080,000 and, consequently, said Exhibit A provides that Northwestern

Public Service will own the Huron Substation and a fraction of the Gary Line determined by dividing Northwestern Public Service's share of the total cost of the Transmission Facilities (estimated at \$2,080,000) by the cost attributed to the Huron Substation (estimated at \$950,000) and to the Gary Line (estimated at \$1,250,000);

- (vi) as a result, said Exhibit A tentatively allocates to Northwestern Public Service the Huron Substation and 31 miles of said Gary Line from the Plant Substation south and the remaining 3 miles to Otter Tail;
- (vii) however, the Facilities Agreement further provides that the final division of ownership of the Huron Substation and Gary Line will be made when there has been determined the total cost of constructing or providing all of the Transmission Facilities, and that appropriate documents to accomplish said division, as required by counsel for the Parties, will be executed and delivered, conveying the separate segments free of liens.

C. Construction of all the Transmission Facilities has been completed and the total cost has been determined. Exhibit I shows total cost and the attributable portion of the cost of the facilities.

D. Pursuant to the Facilities Agreement of April 3, 1972, ownership of the Gary Line, as described in Exhibit II, is transferred to Northwestern Public Service Company.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

1) Otter Tail shall forthwith sell, assign, transfer, convey, and quit claim to Northwestern Public Service the portion of the Gary Line described in Exhibit II hereto and all of the right-of-way easements, together with all associated permits, licenses and property rights associated with that portion of the Gary Line, free from the lien of the Indenture dated July 1, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustee, as said Indenture has been amended and supplemented.

2) Said transfer and conveyance shall be made without payment by Northwestern Public Service Company.

3) This Supplemental Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, The Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized, all as of the day and year first-above written.

IN THE PRESENCE OF:

Earle E. Bombardier
David L. Meyer

(CORPORATE SEAL)

OTTER TAIL POWER COMPANY

By [Signature] Its President

And Jay W. Myster Its Secretary

IN THE PRESENCE OF:

(CORPORATE SEAL)

MONTANA-DAKOTA UTILITIES CO.

By [Signature] Its President
J. A. Schuchart

And [Signature] Its Secretary

DWS

IN THE PRESENCE OF:

(CORPORATE SEAL)

NORTHWESTERN PUBLIC SERVICE COMPANY

By [Signature] Its Chairman & CEO

And [Signature] Its Secretary

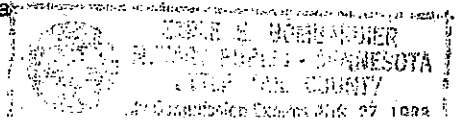
JKC

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

On this 22nd day of December, 19 82, before me a Notary Public within and for said County, personally appeared JOHN C. MACFARLANE and JAY D. MYSTER, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of OTTER TAIL POWER COMPANY, one of the corporations named in the foregoing instrument; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said JOHN C. MACFARLANE and JAY D. MYSTER acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Earle E. Bombardier
Notary Public, Otter Tail County,
Minnesota



STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this 19th day of November, 1982, before me a Notary Public within and for said County, personally appeared J. A. SCHUCHART and STEVEN G. GERHART, to me personally known, who, being each by me duly sworn, did say that they are, respectively, the President and the Secretary of MONTANA-DAKOTA UTILITIES CO., one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

(NOTARIAL SEAL.)

Norma E. Suelke
Notary Public, Burleigh County,
North Dakota
My commission expires: 10-23-87

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BEADLE)

On this 10th day of January, 1983, before me, a Notary Public within and for said County, personally appeared A. D. Schmidt and E. E. Hoyt, who acknowledged themselves to be Chairman & CEO and the Secretary of NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation; and that they as such President and Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such President and Secretary. In witness whereof, I hereunto set my hand and official seal.

(NOTARIAL SEAL.)

Alan D. Divil
Notary Public, Beadle County,
South Dakota
My commission expires 7/20/85

Exhibit I
 Supplemental Agreement No. 4

BIG STONE TRANSMISSION SHARING

<u>Facility</u>	<u>Cost</u>	<u>OWNERSHIP</u>		
		<u>MDU</u>	<u>OTF</u>	<u>NWPS</u>
Hankinson Substation	\$ 564,864		\$ 564,864	
Forman Substation	446,250		446,250	
Huron Substation	989,216			\$ 989,216
Gary Substation	518,083		518,083	
Hankinson Line approx. 70 miles	1,925,423			
From Plant Substation				
North - approx. 45.45 miles		\$1,247,048		
From Hankinson Substation				
South - approx. 24.72 miles			678,375	
Gary Line approx. 34 miles	1,359,798			
From Plant Substation				
South - approx. 25.27 miles				1,037,238
From Gary Substation				
North - approx. 7.86 miles			322,560	
115 kV Lines	431,608		431,608	
TOTALS	\$6,235,242 100%	\$1,247,048 20%	\$2,961,740 47 1/2%	\$2,026,454 32 1/2%

In Grant and Deuel Counties, South Dakota:

Approximately 25.27 miles of 230 kv transmission line in Grant County and Deuel County, South Dakota, known as the Big Stone-Gary 230 kv Transmission Line, being a high-voltage electric transmission line supported, in general, on wood (H) frame structures, the center line of which Transmission Line begins at a point in the Big Stone 230 kv Substation at the face of the supporting steel deadend structure. Said beginning point is further described as the face of the supporting steel deadhead structure located in the Big Stone Plant 230 kv Substation in Section 12, Twp. 121, Range 47 (Big Stone Twp.) Grant County, South Dakota, at a point 1570 ft. East of West Section line and 1471 ft. North of South Section line; thence Easterly, to a point in the NE 1/4 of SW 1/4 of said Section 12, located 1820 ft. East of West Section line and 1474 ft. North of South Section line; thence deflecting to the Right, at an angle of $44^{\circ}31'54''$, to a point on the Section line common to Sections 12 and 13, located 1934 ft. West of East Section line; thence continuing on same course, to a point in the NW 1/4 of NE 1/4 of said Section 13, located 1810 ft. West of East Section line and 120 ft. South of North Section line; thence deflecting to the Left, at an angle of $8^{\circ}51'30''$, to a point on the Section line common to Section 13, Twp. 121, Range 47 (Big Stone Twp.) and Section 18, Twp. 121, Range 46 (Big Stone Twp.), located 1401 ft. South of North Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 18, located 1420 ft. East of West Section line and 2420 ft. South of North Section line; thence deflecting to the Right, at an angle of $54^{\circ}33'20''$, to a point on the Section line common to Sections 18 and 19, located 1422 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of SW 1/4 of said Section 19, located 1422 ft. East of West Section line and 1126 ft. North of South Section line; thence deflecting to the Left, at an angle of $90^{\circ}06'40''$, to a point on the Section line common to Sections 19 and 20, located 1111 ft. North of South Section line; thence continuing on same course, to a point in the SW 1/4 of SW 1/4 of said Section 20, located 152 ft. East of West Section line and 1113 ft. North of South Section line; thence deflecting to the Left, at an angle of $0^{\circ}07'20''$, to a point in said SW 1/4 of SW 1/4 of said Section 20, located 1157 ft. East of West Section line and 1126 ft. North of South Section line; thence deflecting to the Right, at an angle of $90^{\circ}18'$, to a point on the Section line common to Sections 20 and 29, located 1160 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Sections 29 and 32, located 1175 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Section 32, Twp. 121, Range 46 (Big Stone Twp.) and Section 4, Twp. 120, Range 47 (Alban Twp.) located 1179 ft. East of Southwest corner of said Section 32; thence continuing on same course to a point in the SE 1/4 of SW 1/4 of said Section 4, located 1913 ft. East of West Section line and 360 ft. North

of South Section line; thence deflecting to the Left, at an angle of $32^{\circ}09'40''$, to a point on the Section line common to Sections 4 and 9, located 2136 ft. East of West Section line; thence continuing on same course, to a point in the NE 1/4 of NW 1/4 of said Section 9, located 2465 ft. East of West Section line and 521 ft. South of North Section line; thence deflecting to the Right, at an angle of $32^{\circ}15'20''$, to a point on the Section line common to Sections 9 and 16, located 2468 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2502 ft. East of West Section line; thence continuing Southerly, to a point in the NE 1/4 of NW 1/4 of said Section 21, located 2502 ft. East of West Section line and 100 ft. South of North Section line; thence deflecting to the Right, at an angle of $0^{\circ}54'20''$, to a point on the Section line common to Sections 21 and 28, located 2393 ft. East of West Section line; thence continuing on same course, to a point in the NE 1/4 of SW 1/4 of said Section 28, located 2436 ft. East of West Section line and 5 ft. South of the North line of said NE 1/4 of SW 1/4; thence Southwesterly, in a straight line, to a point in said NE 1/4 of SW 1/4, located 2012 ft. East of West Section line and 1410 ft. North of South Section line; thence Southerly, in a straight line, to a point on the Section line common to Sections 28 and 33, located 2013 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of SW 1/4 of said Section 33, located 1934 ft. East of West Section line and 99 ft. North of South Section line; thence deflecting to the Left, at an angle of $20^{\circ}34'20''$, to a point on the Section line common to Section 33, Twp. 120, Range 47 (Alban Twp.) and Section 4, Twp. 119, Range 47 (Vernon Twp.), located 1969 ft. East of West Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 4, located 2504 ft. East of West Section line and 1531 ft. South of North Section line; thence deflecting to the Right, at an angle of $18^{\circ}56'$, to a point on the Section line common to Sections 4 and 9, located 2525 ft. East of West Section line; thence continuing on same course, to a point on the Section line common to Sections 9 and 16, located 2532 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2538 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 21 and 28, located 2512 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 28 and 33, located 2500 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Section 33, Twp. 119, Range 47 (Vernon Twp.) and Section 4, Twp. 118, Range 47 (Adams Twp.), located 2517 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 4 and 9, located 2503 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 9 and 16, located 2497 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 16 and 21, located 2493 ft. East of West Section line; thence continuing Southerly, to a point on the Section line common to Sections 21 and 28, located 2497 ft. East of West Section line; thence continuing Southerly, to a point in the SE 1/4 of SW 1/4 of said Section 28, located 2532 ft. East of West line and 897 ft. North of South Section line; thence deflecting to the Left, at an angle of $14^{\circ}10'40''$, to a point on the Section line common to Sections 28 and 33, located 2764 ft. East of West Section

line; which point is also described as being 2466 ft. West of East Section line; thence continuing on same course to a point in the NW 1/4 of NE 1/4 of said Section 33, located 2208 ft. West of East Section line and 1041 ft. South of North Section line; thence deflecting to the Right, at an angle of 19°06', to a point on the Section line common to Section 33, Twp. 118, Range 47 (Adams Twp.) Grant County and Section 4, Twp. 117, Range 47 (Antelope Valley Twp.) Deuel County, located 2598 ft. West of East Section line; thence continuing on same course, to a point in the SE 1/4 of NW 1/4 of said Section 4, located 2513 ft. East of West Section line and 1479 ft. South of North Section line; thence deflecting to the Left, at an angle of 5°39'30", to a point on the Section line common to Sections 4 and 9, located 2521 ft. East of West Section line; thence continuing on same course to a point in the SE 1/4 of NW 1/4 of said Section 9, located 1704 ft. South of the North Section line and 2518 ft. East of West Section line, which point is further designated as being the point of termination of the center line of the electric Transmission Line as described herein.

Said Line to include all equipment described in and constituting a part of said Transmission Line between said originating and terminating points, and together with all easements and associated permits, licenses and property rights in connection with said portion of said Transmission Line.

BIG STONE PLANT
TRANSMISSION FACILITIES
SUPPLEMENTAL AGREEMENT NO. 5

BY AND BETWEEN

OTTER TAIL POWER COMPANY
MONTANA-DAKOTA UTILITIES CO.

AND

NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF

MARCH 1, 1985

This Supplemental Agreement No. 5 is made as of March 1, 1985, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation, ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation ("Northwestern"), which are sometimes referred to collectively herein as the "Parties."

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant").

B. The Parties heretofore entered into the Big Stone Plant Transmission Facilities Agreement made as of April 3, 1972, as amended and supplemented, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the Transmission Facilities with respect to the Big Stone Plant.

C. The Facilities Agreement provides that the Big Stone Plant-Gary 230 KV transmission line is approximately 34 miles in length, with Northwestern owning approximately 25.27 miles from the Big Stone Plant Substation south and Otter Tail owning approximately 7.86 miles from the Gary Substation north. The Facilities Agreement further provides that the Big Stone Plant-Hankinson 230 KV transmission line is approximately 70 miles in length with Montana-Dakota owning approximately 45.45 miles from the Big Stone Plant Substation north and Otter Tail owning approximately 24.72 miles from the Hankinson Substation south.

D. Northwestern has entered into an agreement to sell to Montana-Dakota and Montana-Dakota has agreed to purchase from Northwestern an undivided 2.7% interest in the Big Stone Plant and approximately 2.1 miles of Northwestern's 25.27 miles of Big Stone Plant-Gary 230 KV transmission line.

E. Montana-Dakota desires, and Otter Tail agrees, that Northwestern transfer its interest in the approximately 2.1 miles of its Big Stone Plant-Gary 230 KV transmission line, which would otherwise be transferred to Montana-Dakota as a part of Montana-Dakota's agreement to purchase from Northwestern an undivided 2.7% interest in the Big Stone Plant, to Otter Tail, and Otter Tail in exchange transfer approximately 2.1 miles of its Big Stone Plant-Hankinson 230 KV transmission line to Montana-Dakota.

F. Otter Tail, Montana-Dakota and Northwestern have determined that certain provisions of the Facilities Agreement should be changed to reflect Northwestern's transfer of approximately 2.1 miles of its Big Stone Plant-Gary 230 KV transmission line to Otter Tail and Otter Tail's transfer of approximately 2.1 miles of its Big Stone Plant-Hankinson 230 KV transmission line to Montana-Dakota.

G. Otter Tail, Montana-Dakota and Northwestern support Amendment of the Facilities Agreement and have agreed to change and amend such Agreement as hereinafter provided.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

1. Northwestern shall forthwith assign, transfer, convey, and quit claim to Otter Tail the following described property:

That portion of the Big Stone to Gary 230 KV transmission line commencing at a point in the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (S9), Township One Hundred Seventeen North (T117N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Antelope Township) Deuel County, South Dakota. Said point being 315.6 feet South of structure number 207, thence in a Northerly direction 2.10 pole miles to a point in the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (S33), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 482.4 feet North of structure number 191.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated August 1, 1940, between Northwestern and the Chase Manhattan Bank (National Association) and Vincent J. Marino, as Trustees, as said Indenture has been amended and supplemented.

2. Otter Tail shall forthwith assign, transfer, convey, and quit claim to Montana-Dakota approximately 2.1 miles of its Big Stone Plant-Hankinson 230 KV transmission line described as follows:

That portion of the Hankinson to Big Stone 230 KV transmission line commencing at a point in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (S23), Township One Hundred Twenty-seven North (T127N), Range Fifty West (R50W) of the Fifth (5th) Principal Meridian (Hart Township), Roberts County, South Dakota. Said point being 97.2 feet South of structure number 195, thence in a Northerly direction 2.10 pole miles to a point in the Southeast Quarter (SE $\frac{1}{4}$) of Section Eleven (S11), Township One Hundred Twenty-seven North (T127N), Range Fifty West (R50W) of the Fifth (5th) Principal Meridian (Hart Township), Roberts County, South Dakota. Said point being 190.8 feet North of structure number 179.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commence-

ment and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated July 1, 1936, between Otter Tail and First Trust Company of Saint Paul and Louis S. Headley as Trustees, as said Indenture has been amended and supplemented.

3. Said transfers and conveyances shall be made in consideration of establishing ownership interest in the Big Stone Plant Transmission Facilities in proportion to the Parties ownership interest in the Big Stone Plant, without further payment by any Party.

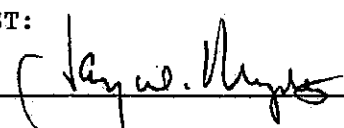
4. This Supplemental Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized, all as of the day and year first-above written.

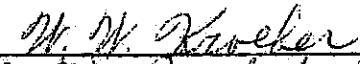
OTTER TAIL POWER COMPANY

By 
Title President and C.E.O.

ATTEST:


(CORPORATE SEAL)

MONTANA-DAKOTA UTILITIES CO.

By 
Title Vice President - Power Supply DWS

ATTEST:


(CORPORATE SEAL)

NORTHWESTERN PUBLIC SERVICE COMPANY

By 
Title: Chairman & CEO

ATTEST:


(CORPORATE SEAL)

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BEADLE)

On this 1st day of March, 1985, before me, a Notary Public, personally appeared A. D. Schmidt known to me to be the Chairman & CEO of NORTHWESTERN PUBLIC SERVICE COMPANY, one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Mark D Lewis

Notary Public
Beadle County, South Dakota
My Commission Expires 9-2-89

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

On this 1st day of March, 1985, before me, a Notary Public, personally appeared John MacFarlane known to me to be the President and C.E.O. of OTTER TAIL POWER COMPANY, one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Larry W. Marquard

Notary Public
Otter Tail County, Minnesota
My Commission Expires



STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this 1st day of March, 1985, before me, a Notary Public, personally appeared W. W. Kroeber known to me to be the Vice President - Power Production of MONTANA-DAKOTA UTILITIES CO., one of the corporations that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Bruce J. Gallagher
Notary Public
Burleigh County, North Dakota
My Commission Expires 8-23-89

BIG STONE PLANT
TRANSMISSION FACILITIES
SUPPLEMENTAL AGREEMENT NO. 6

BY AND BETWEEN

OTTER TAIL POWER COMPANY

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

AND

NORTHWESTERN PUBLIC SERVICE COMPANY

DATED AS OF

MARCH 31, 1986

This Supplemental Agreement No. 6 is made as of March 31, 1986, by and between OTTER TAIL POWER COMPANY, a Minnesota corporation, ("Otter Tail"), MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., a Delaware corporation, ("Montana-Dakota"), and NORTHWESTERN PUBLIC SERVICE COMPANY, a Delaware corporation ("Northwestern"), which are sometimes referred to collectively herein as the "Parties."

RECITALS

A. The Parties heretofore entered into the Agreement for Sharing Ownership of Generating Plant, dated as of January 7, 1970, (the "Basic Agreement"), to provide for the construction and sharing of ownership by them of a lignite-fueled electric generating plant located in Grant County, South Dakota, (the "Big Stone Plant").

B. The Parties heretofore entered into the Big Stone Plant Transmission Facilities Agreement made as of April 3, 1972, as amended and supplemented, (the "Facilities Agreement"), to provide for the division of ownership and expenses of the Transmission Facilities with respect to the Big Stone Plant.

C. The Facilities Agreement provides that the Big Stone Plant-Gary 230 KV transmission line is approximately 34 miles in length, with Northwestern owning approximately 23.17 miles from the Big Stone Plant Substation south and Otter Tail owning approximately 9.96 miles from the Gary Substation north. The Facilities Agreement further provides that the Big Stone Plant-Hankinson 230 KV transmission line is approximately 70 miles in length with Montana-Dakota owning approximately 47.55 miles from the Big Stone Plant Substation north and Otter Tail owning approximately 22.62 miles from the Hankinson Substation south.

D. Northwestern has entered into an agreement to sell to Otter Tail and Otter Tail has agreed to purchase from Northwestern an undivided 6.4% interest in the Big Stone Plant and approximately 5.0 miles of Northwestern's 23.17 miles of Big Stone Plant-Gary 230 KV transmission line.

E. Otter Tail desires, and Montana-Dakota agrees, that Northwestern transfer its interest in the approximately 5.0 miles of its Big Stone Plant-Gary 230 KV transmission line, to Otter Tail as a part of Otter Tail's agreement to purchase from Northwestern an undivided 6.4% interest in the Big Stone Plant.

F. Otter Tail, Montana-Dakota and Northwestern have determined that certain provisions of the Facilities Agreement should be changed to reflect Northwestern's transfer of approximately 5.0 miles of its Big Stone Plant-Gary 230 KV transmission line to Otter Tail.

G. Otter Tail, Montana-Dakota and Northwestern support Amendment of the Facilities Agreement and have agreed to change and amend such Agreement as herein-after provided.

AGREEMENTS

In consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

1. Northwestern shall forthwith assign, transfer, convey, and quit claim to Otter Tail the following described property:

That portion of the Big Stone to Gary 230 KV transmission line commencing at a point in the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (S33), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 482.4 feet North of structure number 191, thence in a Northerly direction 5.0 pole miles to a point in the Northwest Quarter (NW $\frac{1}{4}$) of Section Four (S4), Township One Hundred Eighteen North (T118N), Range Forty-seven West (R47W) of the Fifth (5th) Principal Meridian, (Adams Township) Grant County, South Dakota. Said point being 207.6 feet South of structure number 150.

Said line to include all equipment described in and constituting a part of said transmission line between the point of commencement and terminating point, and together with all easements and associated permits, licenses and property rights in connection with said portion of said transmission line.

free from the lien of the Indenture dated August 1, 1940, between Northwestern and the Chase Manhattan Bank (National Association) and Vincent J. Marino, as Trustees, as said Indenture has been amended and supplemented.

2. Said transfers and conveyances shall be made in consideration of establishing ownership interest in the Big Stone Plant Transmission Facilities in proportion to the Parties ownership interest in the Big Stone Plant, without further payment by any Party.

3. This Supplemental Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be hereunto subscribed by their officers thereunto duly authorized, all as of the day and year first-above written.

OTTER TAIL POWER COMPANY

By 

Title Paul C. Leo

ATTEST:


(CORPORATE SEAL)

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

By *Joseph R. March*
Title President

DWB

ATTEST:

Jawinter

(CORPORATE SEAL)

NORTHWESTERN PUBLIC SERVICE COMPANY

By *C.W. DeLo*
Title: Chairman & CEO

ATTEST:

E. E. Hoyt

(CORPORATE SEAL)

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BEADLE)

On this the 31st day of March, 1986, before me, Sherry L. Swanson, the undersigned officer, personally appeared A. D. Schmidt, who acknowledged himself to be the Chairman & CEO of NORTHWESTERN PUBLIC SERVICE COMPANY, a corporation, and that he, as such Chairman & CEO being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman & CEO.


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

Sherry L. Swanson
Notary Public
Beadle County, South Dakota
My Commission Expires 5-17-86

STATE OF MINNESOTA)
) SS
COUNTY OF OTTER TAIL)

On this the 18th day of ^{April} March, 1986, before me, Kerry Marquard, the undersigned officer, personally appeared John Markus, who acknowledged himself to be the President & CEO of OTTER TAIL POWER COMPANY, a corporation, and that he, as such President & CEO being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President & CEO.

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


 LARRY W. MARQUARD
NOTARY PUBLIC—MINNESOTA
OTTER TAIL COUNTY
My Commission Expires JAN. 15, 1992

Larry W. Marquard
Notary Public
Otter Tail County, Minnesota
My Commission Expires _____

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this the 8th day of ~~March~~^{April}, 1986, before me, Leonie Orchard
_____, the undersigned officer, personally appeared Joseph R. Maichel
_____, who acknowledged himself to be the President
_____ of MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources
Group, Inc., a corporation, and that he, as such President
being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by
himself as President.

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



Notary Public, Leonie Orchard
Burleigh County, North Dakota
My Commission Expires 10-22-88.

