

RESIDENTIAL UNDERGROUND DISTRIBUTION AGREEMENT  
RUDA-2  
FOR UNIT RESIDENTIAL TRANSFORMER SYSTEM

This Agreement made and entered into by and between Dakota Electric Association, a Cooperative Association, Incorporated under the laws of the State of Minnesota, hereinafter called the Cooperative and \_\_\_\_\_, herein called Developer.

Whereas the Developer has requested the Cooperative to provide an underground electric distribution system to serve certain properties being developed by the Developer, hereinafter called \_\_\_\_\_, located on the following described real estate situated in the \_\_\_\_\_ of \_\_\_\_\_, county of \_\_\_\_\_, State of Minnesota, to wit:

All in accordance with attached Exhibit "A"

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, the parties hereto do agree as follows:

Paragraph 1

The Cooperative shall, subject to all the terms and conditions hereinafter contained, install, own, and maintain all facilities necessary to provide an underground electric distribution system to serve the real estate within the area indicated on the map or plat attached hereto as "Exhibit A" and made a part hereof, it being understood and agreed that the term "underground system" as used herein shall exclude the underground service connection from the transformer to the member served thereby and that the member shall be responsible for the underground service from his premises to the transformer. The transformer location can be near the home but in no case shall be less than thirty (30) feet from the building structure.

### Paragraph 2

The said underground system shall be installed by the Cooperative in accordance with industry practice, provided however, if the Cooperative is unable to secure, upon reasonable terms and conditions from the appropriate governmental unit, the permits, licenses, or authority necessary for the installation and operation of said underground system, then this agreement shall be void, and both parties hereto shall have no rights, duties, or privileges hereunder. The Cooperative shall have no obligation or responsibility for the installation, maintenance, repair, or replacement of the underground service from the member premises to the transformer; and shall have no interest in ownership of said underground service.

### Paragraph 3

The Cooperative shall, to its best ability, coordinate the installation of said underground system with the activities of the Developer in the area to be served thereby; provided however, that the Cooperative shall not be required to install said underground system in segments smaller or larger than considered economically feasible by the Cooperative.

The Cooperative reserves the right to cancel any part of said underground system which is not constructed within two (2) years from the executed date of this agreement. The Cooperative agrees to refund any advance payments made by the Developer for any parts so canceled.

The Cooperative shall not be held responsible for any damages resulting from delay in completing the installation of the underground system, herein, when such delay is due to casualty, labor problems, weather, inability of manufacturer to ship materials for said job, or other similar or dissimilar causes beyond the control of the Cooperative.

### Paragraph 4

The Developer shall, at no cost or expense to the Cooperative and prior to installation of said system, secure such easement rights as the Cooperative may require and also remove all trees and stumps within the right-of-way for the installation, operation, and maintenance of said system.

### Paragraph 5

The Developer, prior to the time the installation is started of said underground system, shall establish grades in the easement and right-of-way which shall be not more than four (4) inches below the finished grade. This must be determined before any trenching is started on the job.

- A. The Developer, prior to the time the installation is started of said underground system, shall establish grades in the easement and right-of-way that is within four (4) inches, plus or minus, of the finished grade. This must be determined before any trenching is started on the job.
- B. The Cooperative is not responsible for any erosion control that must be maintained or replaced during construction.
- C. The right-of-way strip must be completely accessible to the Cooperative's equipment.
- D. All obstructions must be removed by the Developer at no cost or expense to the Cooperative.
- E. Lot corners shall be staked by the Developer at such intervals as might be designated by the Cooperative.
- F. The Cooperative will supply conduits for crossings per Cooperative design.
- G. Conduit crossings must be installed through the right-of-way by the Developer at no cost to the Cooperative.
- H. The Cooperative shall use reasonable care, but shall not be liable for damage to trees, lawns, shrubs, fences, sidewalks, or other obstructions, incident to installation, repair, or replacement of electric facilities unless such damage is due to negligence on its part.
- I. The Cooperative shall not be responsible for silt fencing or vegetation, including sod and seeding.

Paragraph 6

The Company shall make the final connection from the member's facilities to the utility's terminus.

Paragraph 7

In consideration of the Cooperative installing and owning the underground distribution system as described in Paragraph 1, the Developer will contribute to the Cooperative that portion of the facility cost not justified by the anticipated revenue. The Developer agrees to contribute at the time he signs this agreement the following estimated cost. This charge does not include the portion of electric system extended to individual homes.

1. Non-Refundable Contribution for \_\_\_\_\_ lots at \$\_\_\_\_\_ each = \$\_\_\_\_\_

It is expressly understood and agreed that the Developer shall not be entitled under any circumstances to any refund whatever for any member additions derived from other electric installations connected with or to the above described real estate.

Paragraph 8

The said underground system installed by the Cooperative shall be the property of the Cooperative, and any payment made by the Developer shall not entitle him to any ownership interest or rights therein.

### Paragraph 9

The Developer shall pay all additional installation costs incurred by the Cooperative because of (a) installation of said underground system after frost is in the ground, (b) delays caused by the Developer, (c) unknown subsurface conditions such as rock formation, (d) installation of concrete curbs ahead of cable installation or (e) because streets or other areas have been paved or blacktopped prior to installation of said underground system. The cost of any relocation or rearrangement of any portion of the said underground system made to accommodate the Developer which creates an added expense to the Cooperative after construction is under way shall be borne by the Developer.

The above costs are in addition to the sums contributed in Paragraph 7 and are to be paid in one lump sum due and payable upon completion of the project.

The developer further agrees that the capacity of the service entrance conductors to each residence constructed by the Developer shall be a minimum of 150 amperes, and the conduit on the load side of the meter shall be minimum of two (2) inches in diameter.

### Paragraph 10

This Agreement shall be in lieu of any other provision that the Cooperative may have which pertains to the payment of extra costs which arises with the installation of the underground electric system.

### Paragraph 11

The Developer shall not have the right to assign this Agreement in whole or in part without first obtaining the written consent of the Cooperative. The Cooperative covenants and agrees that it will not unreasonably or arbitrarily withhold such consent.

All of the undertakings and obligations of the parties, relative to the subject matter hereof, are contained herein and shall extend to and be binding upon the heirs, successors, and assigns of the parties hereto.

### Paragraph 12

The Developer is responsible for informing all builders and buyers of this agreement and its terms. The builder or buyer will be charged for service extensions based on Dakota Electric's current charges at the time the extension is made. These charges will reflect the difference in cost between the underground cable installation cost and the cost of an equal length of overhead line at the date of the

underground service installation. This total charge is due before any meter, either temporary or permanent, can be installed and is a one-time nonrefundable charge.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In Presence of:

DAKOTA ELECTRIC ASSOCIATION

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

\_\_\_\_\_

DEVELOPER

\_\_\_\_\_

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

\_\_\_\_\_