

ELECTRIC UNDERGROUND DISTRIBUTION SYSTEM AGREEMENT

This Agreement made this day of [date], between Connexus® Energy, and (Owner).

Whereas, the Owner has requested Connexus Energy to provide an electric distribution system to serve a certain property being developed by the Owner, hereinafter called: located in (city), County of , State of Minnesota and on real estate more particularly described as follows:

WINTER CONSTRUCTION CHARGE - There will be an additional charge for winter construction in accordance with Connexus Energy's established policies. This charge applies to underground facilities that are installed between November 1st and April 1st. Charges will be billed upon completion by Connexus Energy.

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

Paragraph 1: Connexus Energy shall, subject to all the terms and conditions hereinafter contained, install, own and maintain all facilities necessary to provide and electric distribution system to serve customer-owners 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 "distribution system" as used herein shall exclude the service line from the customer's service point to Connexus Energy's distribution system lot feed point. The location of the lot feed point shall be determined by Connexus Energy.

Paragraph 2: The said distribution system shall be installed by Connexus Energy in accordance with plans and specifications attached hereto as "Exhibit A". If Connexus Energy is unable to coordinate the installation of the distribution system with the activities of the Owner because of inability to secure permits, licenses, or authority from the appropriate governmental unit in the area, Connexus Energy shall not be required to install segments of the distribution system if not considered to be economically feasible by Connexus Energy.

Paragraph 3: Connexus Energy shall not be held responsible for any damages resulting from delay in completing the installation of the distribution system herein, when such delay is due to casualty, labor problems, weather, inability of manufacturer to deliver materials for said job, of other similar or dissimilar causes beyond the control of Connexus Energy.

Paragraph 4: The Owner shall, at no cost or expense to Connexus Energy and prior to installation of said distribution system, secure such easement rights as Connexus Energy may require, and also remove all trees and stumps or other obstructions within the right-of-way for the installation, operation and maintenance of said system.

Paragraph 5: The Owner shall establish grades in the easement right of way which shall be no more than four inches above or below the finished grade. This must be done before Connexus Energy begins construction of said distribution system.

- A. The right-of-way strip must be completely accessible to Connexus Energy's equipment. Connexus Energy will not provide access to any building sites during the construction of the electrical distribution system. All additional costs incurred by Connexus Energy, to provide access, will be billed to the developer.

- B. All obstructions must be removed by the Owner at no cost or expense to Connexus Energy.
- C. Lot corners and finished grade levels shall be marked by the Owner at such places as might be designated by Connexus Energy.
- D. To facilitate utility installation, the developer shall install PVC conduit at all street crossings per “Conduit Installation Guide” (PVC to be provided by Connexus Energy), or pay additional underground pushing cost of **\$700 per street crossing**. Location of PVC crossing to be determined by Connexus Energy.
- E. Connexus Energy will provide backfilling and basic compaction of the trench to insure all excavated material has been replaced. Achieving any or all trench compaction requirements due to local governmental ordinances or agreements shall be the responsibility of the owner. Connexus Energy will not provide a groomed finished grade. Any black dirt or topsoil should be added by the Owner after all utilities are installed and backfilling has been completed. If topsoil has already been added, Connexus Energy cannot be responsible for replacing it as the top layer.
- F. Connexus Energy will begin installation after curb and first lift of blacktop is installed.
- G. Owner must clearly mark all privately owned underground facilities with stakes, flags or other durable markers. The Company shall not be held liable for damages to such facilities.

Paragraph 6: Connexus Energy shall make the final electrical service connection from the customer’s facilities to Connexus Energy’s distribution system.

Paragraph 7: In consideration for the installation of the distribution system, as described in Paragraph 1, the Owner shall pay to Connexus Energy the sum of _____ per lot within the subdivision, payable before the commencement of construction by Connexus Energy.

The Owner shall pay all additional installation costs incurred by Connexus Energy because of _____ (a) installation of the underground distribution system during winter construction season; (b) delays caused by the Owner, (ie; partial construction due to phasing of project.); (c) unknown subsurface conditions such as rock formation; (d) underground pushing by Connexus Energy at street crossings where Owner did not install PVC conduit before streets were paved or blacktopped; or (e) additional cable and/or facilities that are needed to “loop” the underground electrical system. The Owner shall pay additional costs for any subsequent relocation or rearrangement of any portion of the distribution system incurred after Connexus Energy begins construction, if such changes were made at Owner’s request.

Paragraph 8: The said distribution system installed by Connexus Energy shall stay the property of Connexus Energy, and any payments made by the Owner shall not entitle him to any ownership or rights therein.

Paragraph 9: The Owner shall not assign this Agreement without written consent of Connexus Energy.

PLEASE NOTE: These charges are for underground distribution only. If applicable, winter charges and outdoor lighting are not included, and will be billed separately.

The parties hereto have caused this Agreement to be duly executed this ____ day of ____ 20__.

by _____
Connexus Energy

by _____
Owner