

Appendix B

Residence Setback Waiver

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THIS INSTRUMENT WAS DRAFTED BY:
OTTER TAIL POWER COMPANY
215 SOUTH CASCADE STREET
FERGUS FALLS, MN 56537
ATTN: LAND RIGHTS DEPARTMENT
PHONE: 218-739-8200

The space above this line is reserved for recording purposes.

SETBACK WAIVER

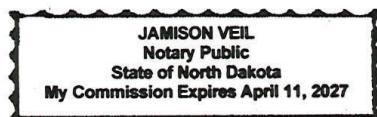
THIS SETBACK WAIVER ("Agreement") is granted this 19 day of February, 2025 ("Effective Date") by Gayne A. Gasal, a single person, whose address for notices is 3319 90th Avenue SE Jamestown, ND 58401 ("Grantor") and **Otter Tail Power Company**, a Minnesota corporation, and **Montana-Dakota Utilities Co.**, a Delaware corporation and their successors and assigns, whose address for notices is: 215 South Cascade Street, Attn: Land Rights Department, Fergus Falls, MN 56537 ("Grantee").

Grantor owns property in Stutsman County, North Dakota, described on the attached **Exhibit A** and incorporated by reference ("Property"). Grantee has rights to land in the vicinity of the Property for the construction, operation and maintenance of transmission facilities. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby waives any and all benefits of North Dakota Century Code Section 49-22-05.1 and North Dakota Administrative Code Section 69-06-08-02, and all amendments thereto or replacements thereof, which provide that energy conversion facilities and transmission facilities located within 500 feet of a rural residence must be designated as an avoidance area; and agrees that such facilities may be constructed at the location as depicted on a map provided to Grantor, which facilities are less than 500 feet from Grantor's rural residence. The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect with respect to all and each part of the Property until all transmission facilities are removed from the vicinity of the Property. Grantor represents that Grantor is the owner of the residence within the meaning of North Dakota Century Code Section 49-22-05.1 and North Dakota Administrative Code Section 69-06-08-02, and that the further consent of any third parties is not required. Grantor further acknowledges that the waiver given hereby is a covenant running with the Property and applies to succeeding and subsequent owners of the Property described herein, and is intended for the benefit of Otter Tail Power Company, a Minnesota corporation, and Montana-Dakota Utilities Co., a Delaware corporation and their successors and assigns. Grantor consents to Grantee recording this Agreement in the Office of the Stutsman County Recorder to provide notice of this Agreement to succeeding and subsequent owners of the Property. This Agreement may be executed by the parties hereto in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 19
day of February, 2025.

On this 19 day of February, 2025, before me, Jamison Veil, the undersigned, personally appeared Gayne A. Gasal, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Notary Public

My commission expires: April 11, 2027

EXHIBIT A

Township 140 North, Range 62 West, of the 5th P.M.
Section 19: SE1/4

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