

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

This **AGREEMENT**, is made and entered into by LaCreek Electric Association, Inc. of 121 N Harold Street, Martin, South Dakota, 57551, hereinafter referred to as **LaCreek**, and Nebraska Public Power District of 1414 15<sup>th</sup> Street, Columbus, Nebraska, 68601, hereinafter referred to as **NPPD**; throughout this Agreement, LaCreek and NPPD will be jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises, and obligations herein, and state as follows:

1. The Parties to this Agreement are electric utilities as defined by South Dakota statute and are actively engaged in furnishing electric services within the state.
2. Pursuant to state law, the South Dakota Public Utilities Commission (SD PUC) has established the assigned service territories of each electric utility operating within the state. According to SDCL 49-34A-44, the SD PUC prepared, or caused to be prepared, maps showing the boundaries of the assigned service territories for each electric utility. Any changes to the assigned service territories of any electric utility are subject to approval of the SD PUC according to SDCL 49-34A-55.
3. The purpose of this Agreement is to verify and update all existing service territory mapping data for use in a Geographic Information System (GIS) database. To properly verify service territory, all mapping data, including; initial territorial agreements, maps, and all territory change agreements, have been compiled and reviewed for accuracy. The SD PUC staff formulated a legal description and sent it to the Parties for review and approval.
4. During the review process, the Parties identified specific portions of the existing territory boundary the Parties wish to exchange in order to provide a more definite territory boundary. Portions of the original boundary followed a dirt road, which is no longer sufficient to serve as a territory marker. To provide an updated and definite territory division, the Parties agree to the following changes:
  - i. The service territory boundary located in Sections 31 & 32 of Township 36 North, Range 44 West of Shannon County, South Dakota; shall follow the southern borders of these sections.
  - ii. The service territory boundary located in Section 36 of Township 36 North, Range 45 West of Shannon County, South Dakota; shall begin at the southeast (SE) corner of the section and follow north along the east border to the northeast (NE) corner of the section and continue west along the north border until it intersects US Highway 18.

5. During the review process, the Parties identified specific portions of the SD PUC official mapping data that does not accurately reflect territory served by the Parties. In order to remedy these inaccuracies, the Parties agree the service territory boundary located in Section 23 of Township 36 North, Range 45 West of Shannon County, South Dakota; shall begin at the southwest (SW) corner of the northwest quarter (NW¼) of Section 23 and continue east to the centerline of U.S. Highway 18.

6. The mapping data contained in the legal description (Exhibit A) and the corresponding maps (Exhibit B), attached hereto and incorporated here by reference, are provided as to reflect the changes identified in Parts (4) and (5) and which will serve as the official service territory designations for the Parties.

7. Under this Agreement, any changes made to mapping data are to be deemed intentional and a result of the review and exchange of information between the SD PUC staff and the Parties hereto. Any changes in mapping data are to serve as a request by the Parties on the SD PUC, for approval of change in service territory according to state law. If approved by the SD PUC, the revised mapping data shall hereafter constitute the controlling service territory designations of the Parties.

8. Unless agreed to by the Parties and approved by the SD PUC, no changes or updates of mapping data under this Agreement shall change the service provider for any South Dakota consumer. The changes affected through this Agreement are made only to ensure mapping data conforms to service territory as it is currently served. The Parties agree to continued existence and validity of all service territory exceptions previously established according to state law. The Parties agree that no new connections or hookups will be made in the designated area of the other without an agreement signed by both Parties and approved by the SD PUC per SDCL 49-34A-42.

9. This Agreement shall be binding upon the Parties and their successors, assigns, agents, and representatives.

10. Approval of this Agreement by the SD PUC shall not in any way constitute a determination by the SD PUC as to the merits of any allegations or contentions that may arise as a result of this Agreement, and shall not foreclose the SD PUC from the review of any allegations or contentions that may arise hereafter.

11. This Amendment shall not foreclose the ability of the Parties to modify the service territory as established in this Agreement through the processes provided under the laws of the State of South Dakota.

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**Nebraska Public Power District**

By: 

Title: Vice President & Chief Operating Officer

Date: May 14, 2012

**LaCreek Electric Association, Inc.**

By: 

Title: General Manager

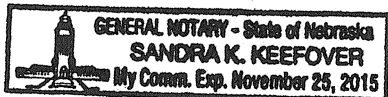
Date: May 18, 2012

ACKNOWLEDGMENT OF CORPORATION

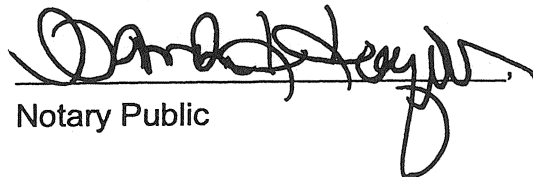
STATE OF Nebraska )  
 )SS  
COUNTY OF Platte )

On this 14th day of May, 2012, before me, Sandra K. Keefover, the undersigned officer, Thomas J. Kent personally appeared, who acknowledged himself/herself to be the Vice President & Chief Operating Officer of **Nebraska Public Power District**, and that s/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



SEAL

  
Notary Public

My Commission Expires:  
November 25, 2015

ACKNOWLEDGMENT OF CORPORATION

STATE OF South Dakota )  
 )SS  
COUNTY OF Bennett )

On this 18th day of May, 2012, before me, Tracie Hahn,  
the undersigned officer, Wayne Sterkel personally appeared,  
who acknowledged himself/herself to be the General Manager  
of LaCreek Electric Association, Inc., and that s/he, being authorized to do so,  
executed the foregoing instrument for the purposes therein contained.

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

Tracie Hahn  
Notary Public

SEAL

My Commission Expires:  
December 27, 2016