## CONSENT AND AGREEMENT FOR ELECTRIC SERVICE

This Consent and Agreement for Electrical Service ("**Consent**") is entered into effective as of the <u>7</u> day of <u>0eta 400</u>, 2014 by and between NorthWestern Corporation d/b/a NorthWestern Energy ("**NorthWestern**") of 600 Market Street West, Huron, South Dakota 57350-1500 and **Central Electric Cooperative**, Inc. ("**Central**") of P.O. Box 850, 25487 – 403<sup>rd</sup> Avenue, I-90 Exit 325, Mitchell, SD 57301.

WHEREAS, **NorthWestern** possesses assigned territorial rights to provide electric utility service to the following described real property:

## Southwest Quarter (SW1/4) of Section Seven (S7), Township (Cross Plains) One Hundred North (T.100 N.), Range Sixty-six West (R.60 W.) of the Fifth (5th) Principal Meridian, Hutchinson County, South Dakota the ("Property").

WHEREAS, a grain bin is being constructed on the Property and electric utility service is required at the following point of service:

One Thousand Four Hundred Seventy-five feet (1,475') East and Two Hundred Fifty feet (250') North of the Southwest corner of the Southwest Quarter (SW1/4) of Section Seven (S7), Township One Hundred North (N.100 N.), Range Sixty West (R.60 W.) of the Fifth (5th) Principal Meridian, Hutchinson County, South Dakota, as illustrated on the attached Exhibit A and Location Map.

1. <u>Consent to Service</u>. NorthWestern agrees to allow Central to supply a single phase electric service line (the "Electrical Service") to a grain bin situated on the Property. This Consent is entered pursuant to South Dakota Codified Law § 49-34A-55.

2. <u>Reservation of Rights</u>. This Consent is made with the understanding and agreement that the Property remains a part of the assigned service territory of **NorthWestern**, and that by virtue of this Consent, **Central** does not acquire any service territory rights in any portion of the Property, nor will **Central** acquire any rights to provide electric utility service on the Property or in any other area on the basis of the Electrical Service allowed pursuant to this Consent. **Central** acknowledges that **NorthWestern** reserves the right to provide electrical utility service should future equipment be installed at the Property requiring electricity beyond the capabilities of the Electrical Service.

3. <u>No Admissibility or Precedence</u>. This Consent may not be used by **Central** for the purpose of establishing permanent territorial service rights nor shall it constitute or establish at any time a precedent between **NorthWestern** and **Central**.

4. <u>Termination</u>. **NorthWestern** consents to **Central** providing Electrical Service to the Property for as long as said grain bin is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the grain bin ceases to be used for the purpose intended; (ii) **NorthWestern** exercises its reserved rights set forth in Section 2; or (iii) **Central** breaches the terms of this Consent.

5. <u>Commission Approval</u>. This Consent and Agreement is effective only after being approved by the Public Utilities Commission of the State of South Dakota.

NORTHWESTERN ENERGY E LISPMPN

CENTRAL ELECTRIC COOPERATIVE