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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

This **AGREEMENT**, is made and entered into by Elk Point Municipal Electric, of PO Box 280, Elk Point, SD 57025-0028, hereinafter referred to as **Elk Point**, and Union County Electric Cooperative, Inc., of PO Box 459, Elk Point, SD 57025-0459, hereinafter referred to as **Union**; jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises, and obligations herein contained, which include the following:

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. The SD PUC prepared, or caused to be prepared, maps showing the boundaries of the assigned service territories for each electric utility.

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). Throughout this process, all mapping data, including: initial territorial agreements, maps, and all territory change agreements, have been compiled and reviewed for accuracy. A legal description was formulated by the SD PUC staff and sent to the Parties for review and verification.

4. The mapping data contained in the attached legal description (Exhibit A) and the corresponding map (Exhibit B) accurately represent the service territories currently served by the Parties.

5. For purposes of this agreement, it is understood that any location receiving service from an electric utility within whose service territory that location is not located shall continue receiving service from said utility as long as they are receiving service under the terms of the grandfather provision in SDCL 49-34A-42 or a legal service rights exception approved by the Commission pursuant to SDCL 49-34A-55.

6. 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 should be considered 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; and as evidence of such territorial designations, the Parties and the SD PUC shall maintain the territorial mapping data and this Agreement.

7. 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. Further, the Parties agree to the continued existence and validity of all service territory exceptions previously established according to state law.

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

9. 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.

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

Elk Point Municipal Electric

By: Amel Trubauk

Title: Mayor

Date: 1-5-15

Union County Electric Cooperative, Inc.

By: Joseph L. Mann

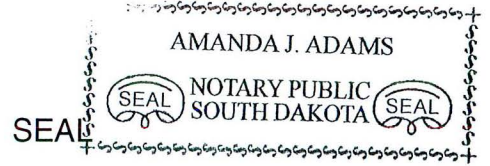
Title: Manager

Date: 12/1/14

UNION COUNTY ELECTRIC COOPERATIVE, INC.

ON this 1st day of Dec., 2014, before me, the signing officer, personally appeared Ralph A. Morse, who acknowledged himself/herself to be the Manager for Union County Electric Cooperative, Inc., and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Amanda J. Adams
Notary Public
My Commission Expires: 4/25/2020



ELK POINT MUNICIPAL ELECTRIC

ON this 1st day of January, 2015, before me, the signing officer, personally appeared Walter Tribbough, who acknowledged himself/herself to be the Mayor of Elk Point Municipal Electric, and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Michelle Fejfar
Notary Public
My Commission Expires: 12-2-2017



Exhibit A

Legal Description of the Electric Service Territory Boundary between Elk Point Municipal Electric and Union County Electric Cooperative

Based on a prior agreement dated the 31st day of December, 1975, signed by Elk Point Municipal electric and Union County Electric Cooperative, the following represents the legal description of the electric service territory boundary shared between Elk Point Municipal Electric and Union County Electric Cooperative.

Exhibit B – page 2

1. BEGINNING at the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30 of Township 91 North (T91N), Range 49 West (R49W), Union County,
2. THENCE continue south to the NW corner of Lot G of Section 29 of T91N, R49W,
3. THENCE continue southeast following the boundary of Lot G to the SE corner of Lot G of Section 29 of T91N, R49W,
4. THENCE continue west following the south Boundary of Lot G to Interstate 29 on of Section 29 of T91N, R49W,
5. THENCE continue northwest following Interstate 29 to a point of intersection with the centerline of the Burlington Northern Santa Fe Railroad in Section 13 of T91N, R50W,
6. THENCE continue southeast along the centerline of the Burlington Northern Santa Fe Railroad to the east boundary of Section 24 of T91N, R50W,
7. THENCE continue north to the centerline of SD Highway 11 on the east boundary of Section 19 of T91N, R50W,
8. THENCE continue southeast along the centerline of SD Highway 11 to the west corner of Lot X of Section 30 of T91N, R50W,
9. THENCE continue northeast to the north corner of Lot X of Section 19 of T91N, R49W,
10. THENCE continue southeast to the east corner of Lot X of Section 19 of T91N, R49W,
11. THENCE continue northeast to the north corner of Curry Tract 1 of Section 19 of T91N, R49W,

12. THENCE continue south to the south line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19 of T91N, R49W,
13. THENCE continue east to a line extending northwest from the centerline of Sioux Street of Section 19 of T91N, R49W,
14. THENCE continue southeast along the centerline of Sioux Street to the NW corner of Fennel Tract of Section 19 of T91N, R49W,
15. THENCE continue east to the NE corner of Fennel Tract 1 of Section 19 of T91N, R49W,
16. THENCE continue south to the SE corner of Fennel Tract 1 of Section 19 of T91N, R49W,
17. THENCE continue west to the SW corner of Fennel Tract 1 of Section 19 of T91N, R49W,
18. THENCE continue south to the NW corner of Fennel Tract 2 of Section 19 of T91N, R49W,
19. THENCE continue east to the NE corner of Fennel Tract 2 of Section 19 of T91N, R49W,
20. THENCE continue south to the SE corner of Fennel Tract 2 of Section 19 of T91N, R49W,
21. THENCE continue west to the SW corner of Fennel Tract 2 of Section 19 of T91N, R49W,
22. THENCE continue south to the SW corner of Lot B of Government Lot 1 of Section 19 of T91N, R49W,
23. THENCE continue west to the NW corner of Elk Point Country Club and Golf Course of Section 30 of T91N, R49W,
24. THENCE continue south to the SW corner of Elk Point Country Club and Golf Course of Section 30 of T91N, R49W,
25. THENCE continue east to the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30 of T91N, R49W.

Exhibit B

Union & Elk Point Electric Service Territory Boundary
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