

RECEIVED  
JAN 08 2015  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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

This **AGREEMENT**, is made and entered into by Parker Public Utilities, of PO Box 265, Parker, SD 57053-0265, hereinafter referred to as **Parker**, and Southeastern Electric Cooperative, Inc., of PO Box 388, Marion, SD 57043-0388, hereinafter referred to as **Southeastern**; 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. 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. 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. The parties agree that the South Dakota Public Utilities Commission retains all rights and obligations provided to it by chapter 49-34A of the South Dakota Codified Laws and applicable administrative rules with regards to the assignment and determination of electric service territories, and nothing in this Agreement shall supersede those powers.

\*\*\*\*\*

**Parker Public Utilities**

By: Ron Nelson

Title: Mayor

Date: 12-8-14

**Southeastern Electric Cooperative, Inc.**

By: Bradley Schardl

Title: General Manager

Date: 1-6-2015

PARKER PUBLIC UTILITIES

ON this 8 day of December, 2014, before me, the signing officer, personally appeared Ron Nelson, who acknowledged himself/herself to be the Mayor of Parker Public Utilities, 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.

Jeanne Duchesne

Notary Public

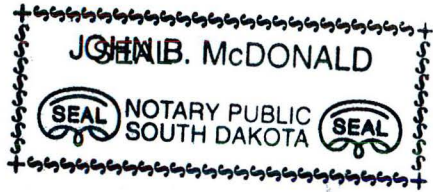
My Commission Expires: 2-28-2020

SEAL

SOUTHEASTERN ELECTRIC COOPERATIVE, INC.

ON this 6 day of January, 2014<sup>5</sup>, before me, the signing officer, personally appeared Brad Schardin, who acknowledged himself/herself to be the General Manager for Southeastern 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.

John B. McDonald  
Notary Public  
My Commission Expires: 10/28/2017



# Exhibit A

## Legal Description of the Electric Service Territory Boundary between Parker Public Utilities and Southeastern Electric Cooperative, Inc.

Based on maps on file at the South Dakota Public Utilities Commission, the following represents the legal description for the electric service territory boundary shared between Parker Public Utilities and Southeastern Electric Cooperative, Inc.

### Exhibit B – page 2

1. BEGINNING at the NW corner of the SE  $\frac{1}{4}$  of Section 17 of Township 99 North (T99N), Range 53 West (R53W), Turner County,
2. THENCE continue south to the SE corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 20 of T99N, R53W,
3. THENCE continue west to the SW corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 19 of T99N, R53W,
4. THENCE continue north to the SW corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 18 of T99N, R53W,
5. THENCE continue west to the SW corner of the SE  $\frac{1}{4}$  of Section 18,
6. THENCE continue north to the NW corner of the SE  $\frac{1}{4}$  of Section 18,
7. THENCE continue east to the NW corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 18,
8. THENCE continue north to the NW corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 7 of T99N, R53W,
9. THENCE continue east to the NE corner of the SE  $\frac{1}{4}$  of Section 8 of T99N, R53W,
10. THENCE continue south to the NW corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 9 of T99N, R53W,
11. THENCE continue east to the NE corner of Lot 68 of The Meadows in the SW  $\frac{1}{4}$  of Section 9,
12. THENCE continue south to the SE corner of Lot 68 of The Meadows in the SW  $\frac{1}{4}$  of Section 9,
13. THENCE continue west to the SW corner of Lot 68 of The Meadows in the SW  $\frac{1}{4}$  of Section 9,

14. THENCE continue southwest following Harvest Lane to the NE corner of Lot 69 of The Meadows in the SW  $\frac{1}{4}$  of Section 9,
15. THENCE continue south to the SE corner of Lot 50 of The Meadows in the SW  $\frac{1}{4}$  of Section 9,
16. THENCE continue west to the SE corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 9,
17. THENCE continue south to the centerline of the Burlington Northern Santa Fe railroad in Section 16 of T99N, R53W,
18. THENCE continue west along the centerline of the Burlington Northern Santa Fe railroad to a point intersecting the west boundary of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 17 of T99N, R53W,
19. THENCE continue south to the NW corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 17,
20. THENCE continue west to the NW corner of the SE  $\frac{1}{4}$  of Section 17.

# Exhibit B

Parker & Southeastern Electric Service Territory Boundary

Page 1 of 1

Parker

