

**CONSENT AND AGREEMENT FOR  
ELECTRIC SERVICE**

This Consent and Agreement for Electrical Service ("**Consent**") is entered into effective as of the 4<sup>th</sup> day of May, 2015 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:

**Southeast Quarter (SE1/4) of Section Nine (S9), Township (Rome) One Hundred One North (T.101 N.), Range Sixty-six West (R.60 W.) of the Fifth (5th) Principal Meridian, Davison County, South Dakota the ("Property").**

WHEREAS, a water pump is located on the Property and electrical utility service is required at the following point of service:

**One Thousand Eight Hundred Thirty-five feet (1,835') more or less North and Nine Hundred Ten feet (910') more or less West of the Southeast corner of the Southeast Quarter (SE1/4) of Section Nine (S9), Township One Hundred One North (N.101 N.), Range Sixty West (R.60 W.) of the Fifth (5th) Principal Meridian, Davison County, South Dakota, as illustrated on the attached Exhibit A and Location Map.**

1. Consent to Service. **NorthWestern** agrees to allow **Central** to supply a single phase electrical service line ("**Electrical Service**") to a water pump situated on the Property. This Consent is entered pursuant to South Dakota Codified Law § 49-34A-55.
2. Reservation of Rights. 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 point of service on the Property requiring electricity beyond the capabilities of the Electrical Service.
3. No Admissibility or Precedence. 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. Termination. **NorthWestern** consents to **Central** providing Electrical Service to the point of service on the property for as long as said water pump is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the water pump 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. Commission Approval. This Consent and Agreement is effective only after being approved by the Public Utilities Commission of the State of South Dakota.

**NORTHWESTERN ENERGY**

By: Ken Ogden

Its: Coordinator - Land & Easement

**CENTRAL ELECTRIC COOPERATIVE**

By: Bill Barty

Its: Op. Manager