## CONSENT AND AGREEMENT FOR ELECTRIC SERVICE

This Consent and Agreement for Electrical Service ("Consent") is entered into effective
as of the <u>/ 8</u> day of <u>ໄຜຊຸບຕົ</u> , 2015 by and between NorthWestern Corporation d/b/a NorthWestern Energy (" <b>NorthWestern</b> ") of 600 Market Street
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:

Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), Government Lot One (1) Section Two (S2), Township (Kimball) One Hundred Three North (T.103 N.), Range Sixty-Eight West (R.68 W.) of the Fifth (5th) Principal Meridian, Brule County, South Dakota the ("Property").

WHEREAS, a Home is being constructed on the Property and electrical utility service is required at the following point of service:

One Thousand Two Hundred feet (1,200') more or less West and Two Hundred feet (200') more or less South of the Northeast corner of the of Section Two (S2), Township One Hundred Three North (N.103 N.), Range Sixty Eight West (R.68 W.) of the Fifth (5th) Principal Meridian, Brule County, South Dakota, as illustrated on the attached Exhibit A and Exhibit B Location Map.

- 1. <u>Consent to Service</u>. **NorthWestern** agrees to allow **Central** to supply a single phase electrical service line ("**Electrical Service**") to new home being constructed 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. <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 point of service on the property for as long as said new home is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the new home should 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	CENTRAL ELECTRIC COOPERATIVE
By: Kon Palen	By: Ken Seklenden
Its: Coordinator-land & Ramont	Its: General Manager