

**CONSENT AND AGREEMENT FOR  
ELECTRIC SERVICE**

This Consent and Agreement for Electrical Service ("**Consent**") is entered into effective as of the 29<sup>th</sup> day of July, 2016 by and between NorthWestern Corporation d/b/a NorthWestern Energy ("**NorthWestern**") of 600 Market Street West, Huron, South Dakota 57350-1500 and **H-D Electric Cooperative** ("**H-D**") of P.O. Box 1007, 423 Third Avenue South, Clear Lake, SD 57226.

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

**The Northeast Quarter (NE1/4) of Section Thirty-six (S36), Township (Pleasant) One Hundred Fourteen North (T.114 N.), Range Fifty-six West (R.56 W.) of the Fifth (5th) Principal Meridian, Clark County, South Dakota the ("Property").**

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

**Five Hundred feet (500') more or less South and Two Hundred feet (200') more or less West of the Northeast corner of the Northeast Quarter (NE1/4) Section Thirty-six (S36), Township One Hundred Fourteen North (N.114 N.), Range Fifty-six West (R.56 W.) of the Fifth (5th) Principal Meridian, Clark County, South Dakota, as illustrated on the attached Exhibit A and Exhibit B - Location Map.**

1. Consent to Service. **NorthWestern** agrees to allow **H-D** to supply a single phase electrical service **not to exceed 50 KVA** ("**Electrical Service**") to the above described property. This Consent is entered into 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, **H-D** does not acquire any service territory rights in any portion of the Property, nor will **H-D** 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. **H-D** acknowledges that **NorthWestern** reserves the right to provide electrical utility service should future installations on the Property requiring electricity in excess of **50 KVA**.
3. No Admissibility or Precedence. This Consent may not be used by **H-D** for the purpose of establishing permanent territorial service rights nor shall it constitute or establish at any time a precedent between **NorthWestern** and **H-D**.
4. Termination. **NorthWestern** consents to **H-D** providing Electrical Service to the point of service on the property for as long as said home is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the home should cease to be used for the purpose intended; (ii) **NorthWestern** exercises its reserved rights set forth in Section 2; or (iii) **H-D** 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: Kon Jorgelin  
Its: Coordinator - Land & Easement

H-D ELECTRIC COOPERATIVE  
By: [Signature]  
Its: Operations Manager