

## CONSENT AND AGREEMENT FOR ELECTRIC SERVICE

This Consent and Agreement for Electrical Service ("Consent") is entered into effective as of the 23<sup>rd</sup> day of August, 2017 by and between West Central Electric Cooperative, Inc. of PO Box 17, Murdo, South Dakota 57559 ("West Central") and the City of Fort Pierre, of PO Box 700 - 08 East 2nd Ave., Fort Pierre, South Dakota 57532 ("Fort Pierre").

WHEREAS, West Central possesses assigned territorial rights to provide electric utility service to the following described real property, also known herein as "RV Park Property":

Legal Description: Lots RV-1 and RV-2 located in the Northwest Quarter of the Southwest Quarter and Lot 2 of Government lot 5 of the Southwest Quarter of Section : Lot 1 in the Northeast Quarter of the Southeast Quarter and Lot 1 of the Southeast Quarter of the Southeast Quarter of Section 29, Township 5 North, Range 31 East of the Black Hills Meridian, Stanley County, South Dakota

WHEREAS, a campground facility is being constructed on the above-described property which encompasses both the West Central assigned service area, and property within the service area of the Fort Pierre municipal utility; and

WHEREAS, as presently planned the majority of the load will fall within the service area of the Fort Pierre municipal system, making it appropriate for the Fort Pierre municipal utility to serve the entire campground facility;

NOW THEREFORE the parties hereto consent and agree as follows:

1. Consent to Service. West Central agrees to allow Fort Pierre to supply a single phase electrical service not to exceed 250 KVA ("Electrical Service") to the above described RV Park 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 West Central, and that by virtue of this Consent, Fort Pierre does not acquire any service territory rights in any portion of the property, nor will Fort Pierre acquire any rights to provide electric utility service on the RV Park Property or in any other area on the basis of the Electrical Service allowed pursuant to this Consent. Fort Pierre acknowledges that West Central reserves the right to provide electrical utility service should future installations on the RV Park Property require electricity in excess of 250 KVA or the majority of the load shifts to the West Central service territory.

3. No Admissibility or Precedence. This Consent may not be used by Fort Pierre for the purpose of establishing permanent territorial service rights nor shall it constitute or establish at any time a precedent between West Central and Fort Pierre.

4. Termination. West Central consents to Fort Pierre providing Electrical Service to the RV Park Property for as long as said property is used for the purpose of an RV park. Rights granted by this Consent immediately terminates if: (i) the RV Park Property should cease to be used for the purpose of an RV park; (ii) West Central exercises its reserved rights set forth in Section 2; or (iii) Fort Pierre 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.

CITY OF FORT PIERRE

By *Gloria Hanson*  
Mayor

ATTEST:

*Kaanneff*  
Finance Officer

WEST CENTRAL ELECTRIC  
COOPERATIVE, INC.

BY *[Signature]*  
CEO/Manager