

**CONSENT AND AGREEMENT FOR  
ELECTRIC SERVICE**

This Consent and Agreement for Electrical Service ("**Consent**") is entered into effective as of the 13 day of June, 2017 by and between **NorthWestern Corporation d/b/a NorthWestern Energy ("NorthWestern")** of 600 Market Street West, Huron, South Dakota 57350-1500 and **Codington Clark Electric Cooperative, Inc. ("Codington Clark")** of P.O. Box 880, Watertown, South Dakota 57201.

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

**The Southeast Quarter (SE1/4) of Section Thirty-three (S33), Township (Lake) One Hundred Fourteen North (T.114 N.), Range Fifty-seven West (R.57 W.) of the Fifth (5th) Principal Meridian, Clark County, South Dakota the ("Property").**

WHEREAS, an Irrigation Pivot is being constructed on the Property and electrical utility service is required at the following approximate location:

**One Thousand Three Hundred twenty feet (1,320') more or less North and Sixty feet (60') more or less West of the Southeast corner of the Southeast Quarter (SE1/4) Section Thirty-three (S33), Township (Lake) One Hundred Fourteen North (N.114 N.), Range Fifty-seven West (R.57 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 **Codington Clark** to supply a Three 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, **Codington Clark** does not acquire any service territory rights in any portion of the property, nor will **Codington Clark** 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. **Codington Clark** 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 **Codington Clark** for the purpose of establishing permanent territorial service rights nor shall it constitute or establish at any time a precedent between **NorthWestern** and **Codington Clark**.
4. Termination. **NorthWestern** consents to **Coding Clark** providing Electrical Service to the point of service on the property for as long as said Irrigation Pivot is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the Irrigation pivot should cease to be used for the purpose intended; (ii) **NorthWestern** exercises its reserved rights set forth in Section 2; or (iii) **Codington Clark** 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: 

Its: Codington Clark Electric Cooperative, Inc.

**CODINGTON CLARK ELECTRIC COOPERATIVE, INC.**

By: 

Its: General Manager