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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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February 15, 2005

Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

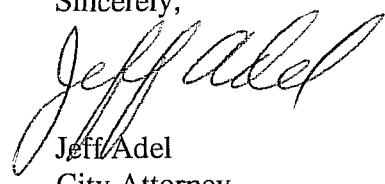
Gentlemen:

I am writing as the city attorney for Wessington Springs. Enclosed is an Agreement exchanging service areas between the City of Wessington Springs and Central Electric Cooperative, Inc. This Agreement is filed pursuant to SDCL 49-34A-55.

It is the opinion of both the City of Wessington Springs and Central Electric Cooperative, Inc., that this exchange of service areas is in the best interests of both the City of Wessington Springs and Central Electric Cooperative, Inc., as well as being in the public interest. This transfer will provide adequate electric service to all areas and customers affected, and will promote the efficient and economical use and development of the electric systems of the City of Wessington Springs and Central Electric Cooperative, Inc.

If you have any questions, or if you need further information, please contact me.

Sincerely,



Jeff Adel
City Attorney
Wessington Springs, SD

JA/kdb
city.let

FEB 16 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

AGREEMENT

This Agreement is made and entered into on the day and year written below by and between the City of Wessington Springs, South Dakota, a municipal corporation, hereinafter referred to as "City" and Central Electric Cooperative, Inc., a rural electric cooperative, hereinafter referred to as "Cooperative", as follows:

WHEREAS, Cooperative currently has the right to provide electric service in the following described areas:

All of Burma's First Addition, a Subdivision in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Eighteen (18), Township One Hundred Seven (107) North, Range Sixty-four (64), West of the 5th P.M., Jerauld County, South Dakota

and

Lot Two (2), Martha Burma Addition, a Subdivision of a portion of the Northeast Quarter (NE1/4) of Section Eighteen (18), Township One Hundred Seven (107) North, Range Sixty-four (64), West of the 5th P.M., Jerauld County, South Dakota

and

That portion of land which is shown on a Plat found in Book 2, pages 119-120 of Plats in the office of the Jerauld County Register of Deeds as being a part of Lots 18, 19, 20 and 21 of a replat of a portion of Lot "B", J.L. Sedgwick's Subdivision to the City of Wessington Springs. The portion included is only that portion of such lots shown on the above-referenced plat as not lying within the city limits of the City of Wessington Springs.

and

WHEREAS, City currently has the right to provide electric service in the following described areas:

All of that portion of the City Limits of the City of Wessington Springs which lies south of South Dakota Highway 34

and

That portion of Section Seven (7), Township One Hundred Seven (107), Range Sixty-four (64), Jerauld County, South Dakota which begins at the easternmost point of the northern boundary of the Wessington Springs City Limits, then goes east approximately Three Thousand Three Hundred Feet (3,300'), more or less; thence south approximately Three Thousand Four Hundred Feet (3,400'), more or

less; thence west along the City Limit of Wessington Springs approximately Three Thousand Three Hundred Feet (3,300'), more or less, thence north along the City Limit of Wessington Springs approximately Three Thousand Four Hundred Feet (3,400'), more or less, to the place of beginning. Such portion is shown on a map attached hereto as exhibit A and incorporated herein by reference.

and

WHEREAS, it appears to be in the best interests of both City and Cooperative, and of the public, to exchange the right to provide electric service in the above-described areas; and

WHEREAS, it appears that such exchange is in the public interest, will provide adequate electric service to all areas and customers affected, and will promote the efficient and economical use and development of the electric systems of both City and Cooperative,

NOW, THEREFORE, it is agreed by City and Cooperative, pursuant to SDCL 49-34A-55, as follows:

1. That Cooperative shall surrender to City and City shall accept from Cooperative, the exclusive right to provide electric service in the following described areas:

All of Burma's First Addition, a Subdivision in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Eighteen (18), Township One Hundred Seven (107) North, Range Sixty-four (64), West of the 5th P.M., Jerauld County, South Dakota

and

Lot Two (2), Martha Burma Addition, a Subdivision of a portion of the Northeast Quarter (NE1/4) of Section Eighteen (18), Township One Hundred Seven (107) North, Range Sixty-four (64), West of the 5th P.M., Jerauld County, South Dakota

and

That portion of land which is shown on a Plat found in Book 2, pages 119-120 of Plats in the office of the Jerauld County Register of Deeds as being a part of Lots 18, 19, 20 and 21 of a replat of a portion of Lot "B", J.L. Sedgwick's Subdivision to the City of Wessington Springs. The portion included is only that portion of such lots shown on the above-referenced plat as not lying within the city limits of the City of Wessington Springs.

2. That City shall surrender to Cooperative, and Cooperative shall accept from City, the

exclusive right to provide electric service in the following described areas:

All of that portion of the City Limits of the City of Wessington Springs which lies south of South Dakota Highway 34

and

That portion of Section Seven (7), Township One Hundred Seven (107), Range Sixty-four (64), Jerauld County, South Dakota which begins at the easternmost point of the northern boundary of the Wessington Springs City Limits, then goes east approximately Three Thousand Three Hundred Feet (3,300'), more or less; thence south approximately Three Thousand Four Hundred Feet (3,400'), more or less; thence west along the City Limit of Wessington Springs approximately Three Thousand Three Hundred Feet (3,300'), more or less, thence north along the City Limit of Wessington Springs approximately Three Thousand Four Hundred Feet (3,400'), more or less, to the place of beginning. Such portion is shown on a map attached hereto as exhibit A and incorporated herein by reference.

3. The City and Cooperative understand and agree that this AGREEMENT shall be submitted to the South Dakota Public Utilities Commission for consideration. The parties specifically request that the South Dakota Public Utilities Commission approve the service territory designations set forth herein.

Dated this 10th day of November, 2004.

CITY OF WESSINGTON SPRINGS

By: Greg Vavra (MAYOR)
Greg Vavra Mayor

Attest:

Gina Wallman
Finance Officer
(SEAL)

CENTRAL ELECTRIC COOPERATIVE

By: Duane Wallerik

Attest:

Ron Wallerik
Secretary

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF JERAULD)

On this the 10th day of November, 2004, before me, the undersigned officer, personally appeared Greg Vavra and Linda Willman, who acknowledged themselves to be the Mayor and the Finance Officer, respectively, of the City of Wessington Springs, Jerauld County, South Dakota, a municipality, and that they, as such Mayor and Finance Officer, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and Finance Officer.

In witness where of I hereunto set my hand and official seal.

Jeff Adel
Notary Public
My commission expires: 9-8-06

(SEAL)

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF)

On this the 18 day of October, 2004, before me, the undersigned officer, personally appeared Dennis Walbrink, who acknowledged himself/herself to be the President of Central Electric Cooperative, of Mitchell, Davison County, South Dakota, a corporation, and that he/she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

In witness where of I hereunto set my hand and official seal.

Dennis Walbrink
Notary Public
My commission expires: 8/2/08

(SEAL)
city12.agr

Areas in yellow transfer
from City of Wessington
Springs to Central
Electric Cooperative, Inc.
Fully shaded area transfers
from Central Electric
Cooperative, Inc. to City of
Wessington Springs.

