

CONSENT AND AGREEMENT  
FOR ELECTRIC TERRITORY EXCEPTION

This Consent and Agreement for Electrical Service Exception is entered into effective as of the 4 day of November, 2024 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, the City of Fort Pierre possesses assigned territorial rights to provide electric utility service to the following described real property, also known herein as "Legion Ball Park Facility":

Legal Description:

Lots 1 through 46 Inclusive, Block 18, In the Townsite of Stanley;  
Lots 1 through 46 Inclusive, Block 19, In the Townsite of Stanley; and  
Lots 1 through 18, inclusive, Block 4, In the City of Fort Pierre,  
All in Stanley County, South Dakota

WHEREAS, the described property adjoins the West Central's assigned service area, and is in close proximity to West Central's existing lines and facilities of West Central; and

WHEREAS, the parties agree that in order to avoid unnecessary cost, facility duplication, and to better provide service to the public, it would be more convenient for West Central to provide service to the Legion Ball Park Facility;

NOW THEREFORE the parties hereto agree as follows:

**Consent to Service.** Fort Pierre agrees to allow West Central to provide electrical power and energy, and service to the above-described Legion Ball Park Facility. This Consent is entered into pursuant to and authorized by South Dakota Codified Law §49-34A-55.

**Reservation of Rights.** This Consent is made with the understanding and agreement that the property remains a part of the Assigned Service Territory of Fort Pierre, and that by virtue of this Consent, West Central does not acquire any service territory rights other than consented to in this agreement, nor will West Central acquire any rights to provide electric utility service in any other area on the basis of the Electrical Service exception allowed pursuant to this Consent.


**No Admissibility or Precedence.** This Consent may not be used by either party 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 for any future agreement or agreements.

**Termination.** This agreement and consent to allow West Central to provide electrical service to the Legion Ball Park Facility shall continue for a minimum period of ten years, after which the agreement and West Central's right to serve the described property may be terminated (i) by either party on 180 days written notice if the above-described property should cease to be used for the purpose of a baseball park facility, or (ii) the parties otherwise mutually agree to termination.

**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   
Mayor

ATTEST:

  
Finance Officer

WEST CENTRAL ELECTRIC  
COOPERATIVE, INC.

by   
CEO/Manager