

CONSENT AND AGREEMENT FOR ELECTRIC SERVICE

This Consent and Agreement for Electrical Service ("Consent") is entered into effective as of the 9 day of December, 2019, by and between NorthWestern Corporation d/b/a NorthWestern Energy ("NorthWestern") of 600 Market Street West, Huron, SD 57350, and Central Electric Cooperative ("Central Electric") of 25487 403rd Avenue, Mitchell, SD 57301.

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

The West Half (W1/2) of the Northeast Quarter (NE1/4) of Section Nine (S9), Township One Hundred One North (T101N), Range Sixty West (R60W) of the Fifth (5th) Principal Meridian, Davison County, South Dakota (the "Property"); and

WHEREAS, a new pump station for tile drainage ("Pump Site") is being constructed on the Property and electrical utility service is required to the following described real property:

One Thousand Three Hundred Fifty Feet (1,350') West, more or less, and Two Hundred Thirty-three Feet (233') South, more or less, of the Northeast Corner of the Northeast Quarter (NE1/4) of Section Nine (S9), Township One Hundred One North (T101N), Range Sixty West (R60W) of the Fifth (5th) Principal Meridian, Davison County, South Dakota, as illustrated on attached Exhibits "A" and "B".

1. Consent to Service. NorthWestern agrees to allow Central Electric 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, Central Electric does not acquire any service territory rights in any portion of the Property, nor will Central Electric 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. Central Electric 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 Central Electric for the purpose of establishing permanent territorial service rights, nor shall it constitute or establish at any time a precedent between NorthWestern and Central Electric.
4. Termination. NorthWestern consents to Central Electric providing Electrical Service to the point of service on the Property for as long as said Pump Site is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the Pump Site should cease to be used for the purpose intended; (ii) NorthWestern exercises its reserved rights set forth in Section 2; or (iii) Central Electric 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: _____

CENTRAL ELECTRIC COOPERATIVE

By: _____

Its: _____