

CONSENT AND AGREEMENT FOR ELECTRIC SERVICE

This Consent and Agreement for Electrical Service ("Consent") is entered into effective as of the 22nd day of April, 2019, by and between NorthWestern Corporation d/b/a NorthWestern Energy ("NorthWestern") of 600 Market Street West, Huron, South Dakota 57350-1500 and Dakota Energy Cooperative, Inc. ("Dakota Energy") of P.O. Box 830, Huron, South Dakota 57350-0830.

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

The Southeast Quarter (SE1/4) of Section Twenty-six (S26), Township One Hundred Eleven North (T111N), Range Sixty-two West (R62W) of the Fifth (5th) Principal Meridian, Beadle County, South Dakota (the "Property"); and

WHEREAS, a new improvement is being constructed on the Property and electrical utility service is required to the following described real property:

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-six (S26), Township One Hundred Eleven North (T111N), Range Sixty-two West (R62W) of the Fifth (5th) Principal Meridian, Beadle County, South Dakota, to be platted as Langbehn Outlot 1 in the Southeast Quarter (SE1/4) of Section Twenty-six (S26), Township One Hundred Eleven North (T111N), Range Sixty-two West (R62W) of the Fifth (5th) Principal Meridian, Beadle County, South Dakota (the "Improved Site") as illustrated on attached Exhibits A, B and C.

1. Consent to Service. NorthWestern agrees to allow Dakota Energy to supply a single-phase electrical service not to exceed 50 KVA ("Electrical Service") to the Improved Site on the 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, Dakota Energy does not acquire any service territory rights in any portion of the Property, nor will Dakota Energy acquire any rights to provide electric utility service to the Improved Site on the Property or in any other area on the basis of the Electrical Service allowed pursuant to this Consent. Dakota Energy 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 Dakota Energy for the purpose of establishing permanent territorial service rights nor shall it constitute or establish at any time a precedent between NorthWestern and Dakota Energy.
4. Termination. NorthWestern consents to Dakota Energy providing Electrical Service to the point of service for the Improved Site on the Property for as long as said improvement is used for the purpose intended. Rights granted by this Consent immediately terminates if: (i) the improvement should cease to be used for the purpose intended; (ii) NorthWestern exercises its reserved rights set forth in Section 2; or (iii) Dakota Energy 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: Real Estate Representative

DAKOTA ENERGY COOPERATIVE, INC.

By: 

Its: CEO/General Manager