

PREPARED BY: City Attorney's Office  
300 Sixth Street  
Rapid City, SD 57701  
(605) 394-4140

STATE OF SOUTH DAKOTA )  
  )ss. PERMANENT UTILITY EASEMENT  
COUNTY OF PENNINGTON )

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY OF RAPID CITY, of 300 Sixth Street, Rapid City, South Dakota, 57701, Grantor, hereby grants to MONTANA-DAKOTA UTILITIES COMPANY, of 400 North Fourth Street, Bismarck, North Dakota, 58501, the Grantee, a perpetual utility easement, subject to the conditions hereinafter set forth, as hereinafter described.

The property which is the subject of this permanent utility easement is legally described as:

Beginning Four Hundred Seventeen (417) feet, North of the Southwest corner of Section Twenty-two (22), thence Easterly Two Hundred Eighty (280) feet, to the East property line of Out lot D located in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section Twenty-two (22), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota. The above description is the approximate location of the existing pipeline. The easement granted is eight feet on each side of the existing pipeline.

Such easement shall include the right to enter upon the easement property to construct, install, operate, inspect, maintain, and repair natural gas distribution and related appurtenant facilities upon said property.

The area which is the subject of this easement shall be kept free of all obstacles, including fences, shrubs, walls, or other items which obstruct the visibility or usefulness of the easement.

This easement shall include the right to enter upon the aforescribed real property and otherwise to do those things reasonably necessary to effectuate its purpose.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF RAPID CITY

By: \_\_\_\_\_  
Alan Hanks, Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota        )  
  )ss.  
County of Pennington        )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that he, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires: \_\_\_\_\_

MONTANA-DAKOTA UTILITIES CO.  
PIPELINE EASEMENT BY OWNER

THIS INDENTURE, made this 11<sup>th</sup> day of Oct, 1993, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

CONSTANCE L. DREW, a Single Person  
Rapid City, South Dakota

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 20 feet in width, being 10 feet left, and 10 feet right of the center line as laid out and/or surveyed, or as finally installed on the hereinafter described lands, together with the right to construct, operate, maintain, repair, increase the capacity of, remove, and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, through, over, under and across the following described real estate, situated in the County of Pennington, State of South Dakota, namely: Beginning at the East Quarter (E $\frac{1}{4}$ ) line of the Southwest Quarter (SW $\frac{1}{4}$ ) at a point ten (10) feet North of the South Quarter (S $\frac{1}{4}$ ) corner of Section twenty two (22), thence westerly parallel to the South section line to a point one thousand forty three (1,043) feet East and ten (10) feet North of the Southwest (SW) corner of Section twenty two (22), thence northerly four hundred seven (407) feet to a point one thousand forty three (1,043) feet East and four hundred seventeen (417) feet North of the Southwest (SW) corner of Section twenty two (22), thence westerly one thousand ten (1,010) feet to the East edge of the Sheridan Lake Road right-of-way one to a point thirty three (33) feet East and four hundred seventeen (417) feet North of the Southwest corner of Section twenty two (22), all in Township two North (T2N), 1N Range seven East (R7E), of the Black Hills Meridian, Pennington County, South Dakota, in the South Half of the South Half of the Southwest Quarter (S1/2S1/2SW1/4) of said Section Twenty two (22).

Should additional pipelines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said pipeline or lines or COMPANY'S rights hereunder.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, increasing the capacity of, repairing or removing said gas pipeline or lines and for the purpose of doing all necessary work in connection therewith.

COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, maintaining, repairing, increasing the capacity of, operating or removing said pipeline or lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select the third person. The award of these three persons shall be final and conclusive.

If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years.  
If the herein described lands are in the State of Wyoming, OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

IN WITNESS WHEREOF, OWNER has executed these presents as of the day and year first above written.

Constance Drew

DOC NO. 35846  
BOOK 54 PAGE 9428  
FEE 5.00 Misc



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STATE OF South Dakota )  
  : ss.  
County Of Pennington )

On this 11th day of October, 19 93, before me personally appeared Constance L. Drew, A Single Person

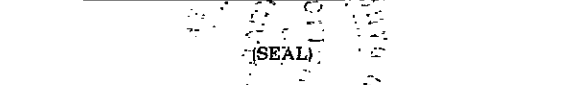
known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that she executed the same, (known-to-me-to-be-the-same) and

(THIS SPACE FOR RECORDING DATA ONLY)

~~respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same)~~

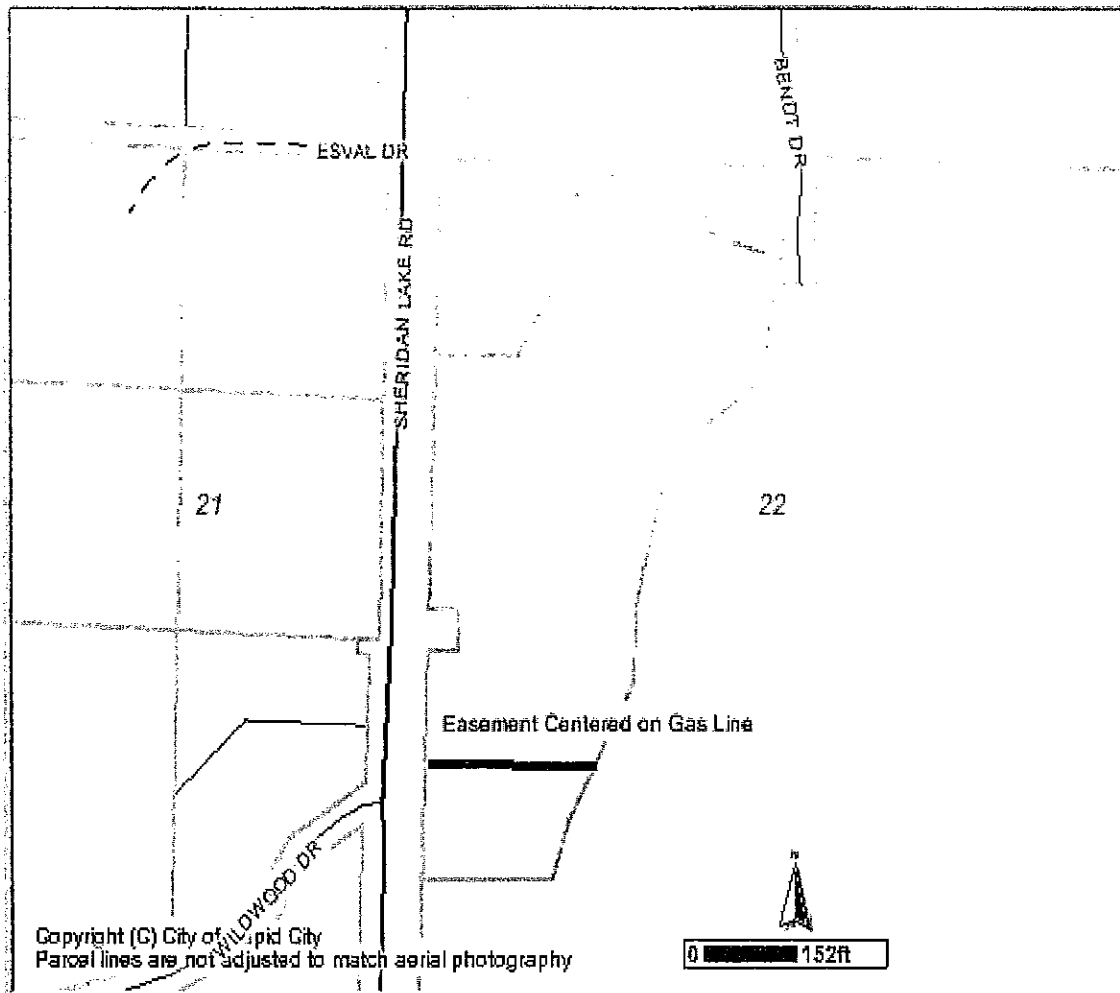
Linda Marie Locke

Notary Public, Pennington County,  
State of South Dakota



My Commission Expires: 7-21-97  
1072-134  
WO24952-132 TRACT NO. \_\_\_\_\_ L.R.R. No. \_\_\_\_\_

GCE Rapid City



**EXHIBIT A**

**OUTLOT D**