

Prepared by:
Richard E. Huffman
DEMERSSEMAN JENSEN CHRISTIANSON
STANTON & HUFFMAN, LLP
516 5th Street, PO Box 1820
Rapid City, SD 57709-1820
(605) 342-2814

RESERVOIR ACCESS AND UTILITY EASEMENT

The Evangelical Lutheran Good Samaritan Society, a North Dakota 501(c)(3) nonprofit corporation, (hereinafter "Grantor"), for ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Rapid City, a municipal corporation and its authorized agents, whose address is 300 Sixth Street, Rapid City, South Dakota 57701 (the "City") an access and utility easement, subject to the conditions hereinafter set forth, in, on, over, under, and across certain property generally located North of the terminus of City Springs Road, to West of Sturgis Road and to the South and East of St. Martins Drive, located in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-Nine (29), Township Two North (T2N), Range Seven East (R7E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

This easement shall include the right of the City and its agents to enter the above-described property and shall include the right to construct, install, operate, inspect, maintain, and repair a water reservoir, water main, booster station (if necessary) and any appurtenant facilities on the property necessary to meet the current needs of the City water system within the Pinedale Pressure Zone. The City shall own said water reservoir, water main, booster station (if necessary) and any appurtenant facilities and shall be responsible for any maintenance and needed expansion.

The property that is the subject of this easement shall be maintained as it has in the past as untended forest. This easement grants to all public authorities the right to enter upon the aforescribed real property and otherwise to do those things reasonably necessary to effectuate its purpose.

The Parties agree and understand that Grantor shall bear no cost or expense associated with any improvement made by the City or its agents to the burdened real property. Specifically, Grantor shall bear no cost or expense associated with the construction, installation, operation, inspection, maintenance, or repair of any improvement made by City or its agents to the property. All construction undertaken upon the burdened real property shall be consistent with the needs of the City Water System within the Pinedale Pressure zone and all design plans shall be reviewed and approved by the City prior to their construction.

This drainage and access easement and the obligations and rights of the parties contained herein shall be perpetual and shall run with the land, and shall be binding upon and inure to the benefit of the parties and their respective successors, and assigns.

Dated this _____ day of _____, 2010.

Grantor:

The Evangelical Lutheran Good
Samaritan Society

BY: _____

Name: Rae Nae Nylander

Title: Vice President, Financial Services &
Chief Financial Officer

ATTEST:

BY: _____

Name: Sylvia Gause

Title: Secretary

CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

Finance Officer

(SEAL)

STATE OF SOUTH DAKOTA)
): SS CORPORATE ACKNOWLEDGEMENT
COUNTY OF MINNEHAHA)

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared Raye Nae Nylander and Sylvia Gause, who acknowledged themselves to be the Vice President, Financial Services & Chief Financial Officer, and Secretary, respectively, of The Evangelical Lutheran Good Samaritan Society, a North Dakota 501(c)(3) corporation, and that being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as the Vice President, Financial Services & Chief Financial Officer, and Secretary.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires _____

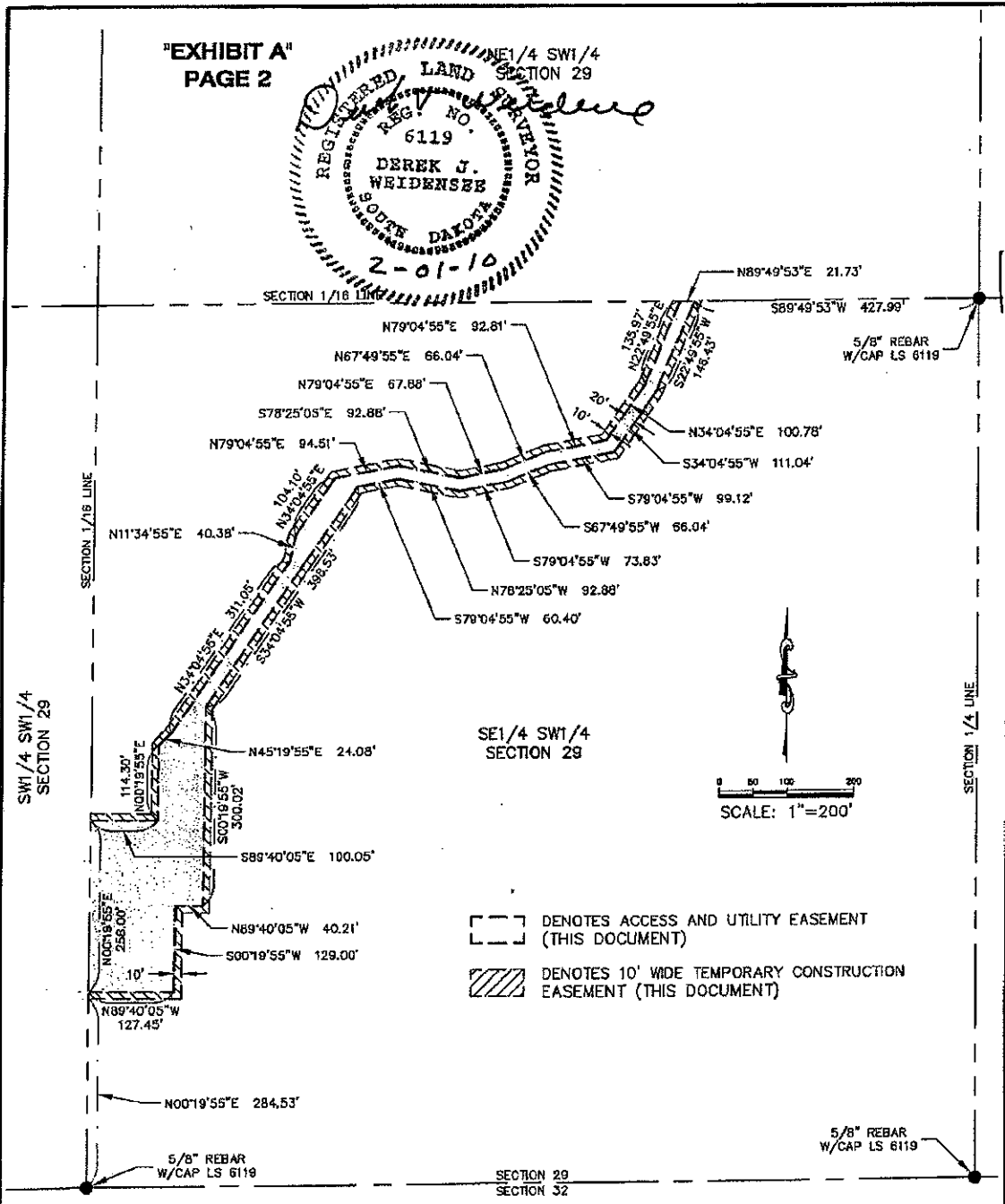
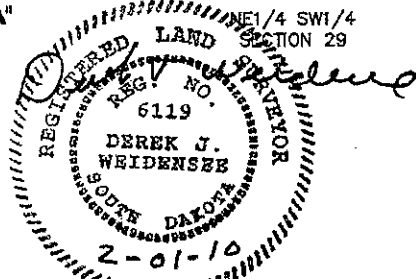
STATE OF SOUTH DAKOTA)
):SS
COUNTY OF PENNINGTON)

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared Alan Hanks and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as the Mayor and Finance Officer.

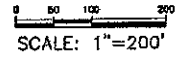
In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires _____

"EXHIBIT A"
PAGE 2



[---] DENOTES ACCESS AND UTILITY EASEMENT (THIS DOCUMENT)
 [Hatched] DENOTES 10' WIDE TEMPORARY CONSTRUCTION EASEMENT (THIS DOCUMENT)



EASEMENT FOR RESERVOIR AND WATER MAIN AND TEMPORARY CONSTRUCTION EASEMENT
 LOCATED IN SW1/4 SECTION 29, T2N, R7E, BHM
 RAPID CITY, SOUTH DAKOTA

Surveyed By: CS/BHM
 Date: APRIL 2009
 Drawn By: K/S
 Checked By: DF
 Location: SECTION 29
T2N, R7E, BHM

FMG, Inc.
 3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4108 FAX (605) 342-4222
 www.fmgengineering.com

APRIL 2009