

The foregoing easement is granted upon the express condition that Black Hills Power, Inc. will assume liability for any and all injuries or damage caused by the Grantee's failure to use due care in its exercise of the rights granted.

DATED this ____ day of _____, 2011.

CITY OF RAPID CITY

By: _____
Alan Hanks, Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2011, 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 Agreement Consenting to Assessed Project for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)

EXHIBIT "A"

The real estate referred to is specifically described as follows:

A 5' strip along the southernmost edge of lots Nine (9) through Lots Sixteen (16) and a 10' X 10' Area of lot Nine (9) as shown on this exhibit, Lots Nine (9) through Lots Sixteen (16), Block Seventy-Five (75) of the Original Townsite of the City of Rapid City, Township 1N, Range 7E, Section 1, BHM, Pennington County, South Dakota

