



right of way any brush, trees, stumps, or roots where necessary to secure a clearance from the conductors of at least ten (10) feet on each side of the center line of said right of way.

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 \_\_\_\_\_, 2012.

CITY OF RAPID CITY

By: \_\_\_\_\_  
Sam Kooiker, Mayor

ATTEST:

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

(SEAL)

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned officer, personally appeared Sam Kooiker 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 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

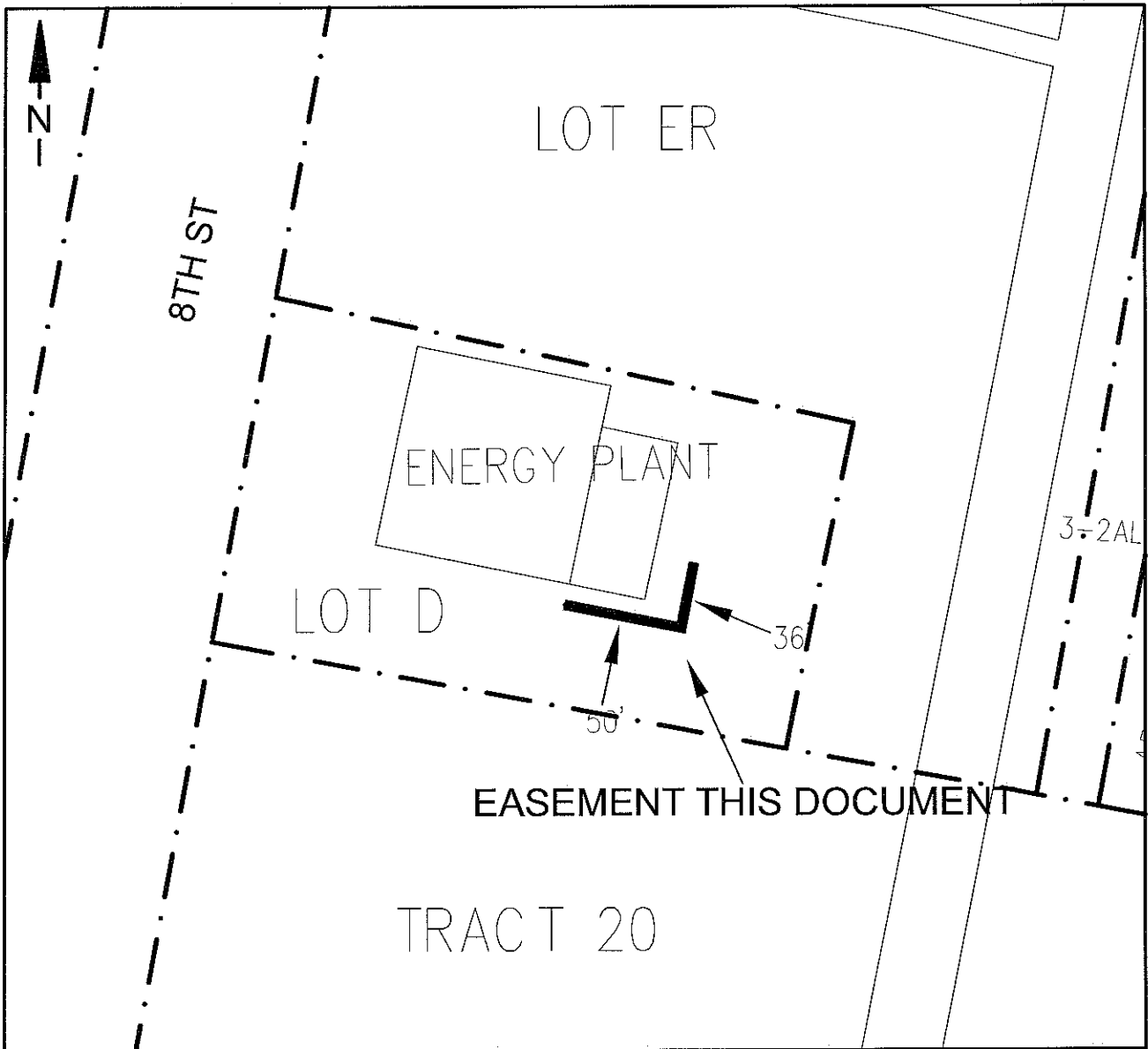
My Commission Expires:

(SEAL)

# EXHIBIT "A"

The real estate referred to is specifically described as follows:

LOT D OF BLOCK 23 ORIGINAL TOWNSITE, CITY OF RAPID CITY, LOCATED IN SW1/4, S36, T2N, R7E, PENNINGTON COUNTY, SOUTH DAKOTA



NOTE: The centerline of the powerline as constructed is the centerline of the easement.