PREPARED BY:

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

WEN

PERMANENT EASEMENT

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, the CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street, Rapid City, South Dakota, 57701, Grantor, hereby grants to BLACK HILLS POWER, INC., a South Dakota corporation, 625 Ninth Street, P.O. Box 1400, Rapid City, South Dakota, 57709, the Grantee, a permanent utility easement in, on, over, under, and across the following described real property:

A portion of Tract 7 of Rapid City Greenway Tracts located in the South Half of the Southwest Quarter (S½SW¼) of Section Three (3) and in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section Four (4) and in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section Nine (9) and in the North Half of the Northwest Quarter (N½NW¼) of Section Ten, Township One North (T1N), 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; and

A portion of Tract 8 of Rapid City Greenway Tracts located in the Southwest Quarter (SW½) of Section Three (3) and in the Northeast Quarter of the Southeast Quarter (NE½SE½) of Section Four (4) and in the Northwest Quarter of the Northwest Quarter (NW½NW½) of Section Ten (10), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota, as shown on Exhibit "B", attached hereto and incorporated herein by reference.

Grantor operates and maintains an electrical power system in the public right-of-way adjacent to the easement area. This easement grants to the Grantee the right to ingress and egress to the property for the purpose of cutting, trimming, or removing from said easement area any brush, trees, stumps, or roots where necessary to secure clearance of at least ten (10) feet from the electrical power system.

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	
DATED this day of	, 2013.
	CITY OF RAPID CITY
ATTEST:	By:Sam Kooiker, Mayor
Finance Officer	
(SEAL)	
State of South Dakota))ss. County of Pennington)	
personally appeared Sam Kooiker a the Mayor and Finance Officer, res and that they, as such Mayor and F	, 2013, before me, the undersigned officer, and Pauline Sumption, who acknowledged themselves to be pectively, of the City of Rapid City, a municipal corporation, inance Officer, being authorized so to do, executed the ses therein contained by signing the name of the City of Rapid Finance Officer.
IN WITNESS WHEREOF	I hereunto set my hand and official seal.
(SEAL)	Notary Public, South Dakota My Commission Expires:

EXHIBIT "A"

The real estate referred to is specifically described as follows:

A 15' WIDE STRIP OF LAND ON TRACT 7 OF RAPID CITY GREENWAY TRACTS PARALLEL TO AND ADJACENT TO JACKSON BOULEVARD/ SOUTH DAKOTA HIGHWAY 44. (APPROXIMATELY 12,000 SQUARE FEET)

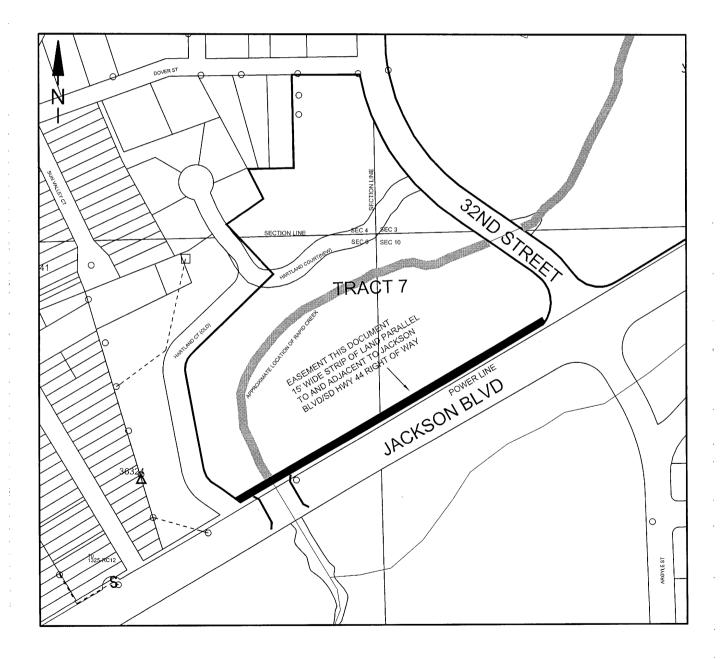
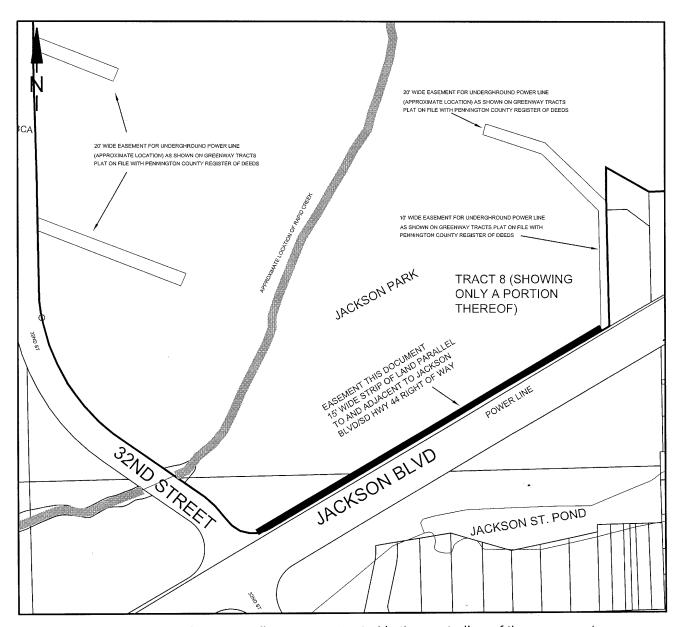


EXHIBIT "B"

The real estate referred to is specifically described as follows:

A 15' WIDE STRIP OF LAND ON TRACT 8 OF RAPID CITY GREENWAY TRACTS PARALLEL TO AND ADJACENT TO JACKSON BOULEVARD/ SOUTH DAKOTA HIGHWAY 44. (APPROXIMATELY 13,800 SQUARE FEET)



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