

Document Prepared by:
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Bangs, McCullen, Butler, Foye & Simmons, L.L.P.
333 West Blvd., Ste. 400,
P.O. Box 2670
Rapid City, SD 57709
(605) 343-1040

MINOR DRAINAGE 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, **WALGAR DEVELOPMENT CORPORATION**, a South Dakota corporation, of 3302 Hogan Court, Rapid City, South Dakota, 57702, **Grantor**, hereby grants to the **CITY OF RAPID CITY**, a municipal corporation, of 300 Sixth Street, Rapid City, South Dakota, 57701, **Grantee**, a minor drainage easement, subject to the conditions hereinafter set forth, in, on, over, under, and across the following-described property, all as shown on Exhibit A attached and incorporated herein by this reference:

Lot Forty-Two (42) of Block Eleven (11) of Robbinsdale Addition No. 8, located in Section Eighteen (18), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota.

This minor drainage easement granted herein shall be limited to the sliver of property immediately adjacent and to the west of the existing eight-foot wide utility and minor drainage easement reflected in the Final Plat containing Lot 42 above filed with the Pennington County Register of Deeds July 12, 2002, at 3:43 p.m. in Book 30 of Plats, Page 178, all as shown on Exhibit A attached and incorporated herein by this reference. The easement granted herein shall

EXHIBIT B

be, to the extent possible, consistent in nature and form with the existing eight-foot utility and minor drainage easement as reflected in the Final Plat referenced above.

This minor drainage easement shall include the right to enter upon the above-described property and shall include the right to construct, install, operate, inspect, maintain, and repair drainage structures on said property. The property which is the subject of this easement shall be kept free of all obstructions, including but not limited to buildings, walls, fences, hedges, trees, and shrubs. 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.

Grantor shall bear no cost or expense associated with any improvement made by Grantee 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 Grantee to the property. In connection with this minor drainage easement granted herein, Grantee covenants as follows:

- (i) All construction undertaken upon the burdened real property shall meet or exceed City of Rapid City engineering and construction requirements.
- (ii) The area encompassed by the minor drainage easement granted herein, together with all improvements constructed thereon, shall be regularly maintained by Grantee in accordance with City of Rapid City standards and requirements, at Grantee's cost and expense.
- (iii) Grantee shall indemnify, defend, and hold Grantor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), and losses, including, without limitation, attorneys' fees and costs, which may arise out of or related to Grantee's use of the area encompassed by the drainage easement granted herein or the improvements constructed by Grantee thereon.

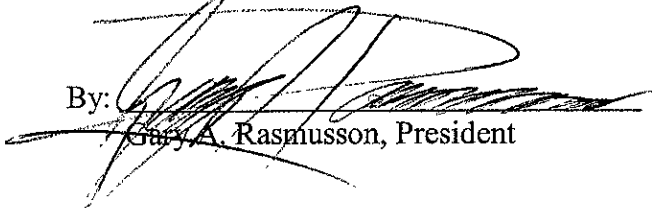
This minor drainage easement and the obligations and rights of the parties contained herein shall be perpetual and shall run with the land, and shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors, and assigns.

Dated 4-4, 2006.



GRANTOR:

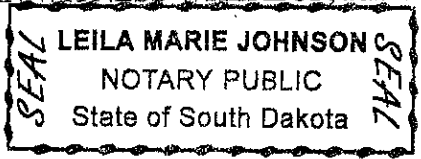
WALGAR DEVELOPMENT CORPORATION

By: 
Gary A. Rasmusson, President

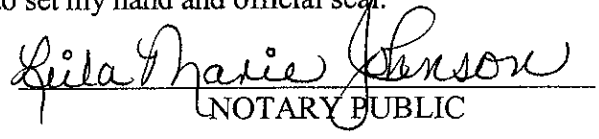
STATE OF SOUTH DAKOTA : ✓
SS
COUNTY OF PENNINGTON :

On April 4, 2006, before me, the undersigned officer, personally appeared Gary A. Rasmusson, who acknowledged himself to be the President of Walgar Development Corporation, a South Dakota corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

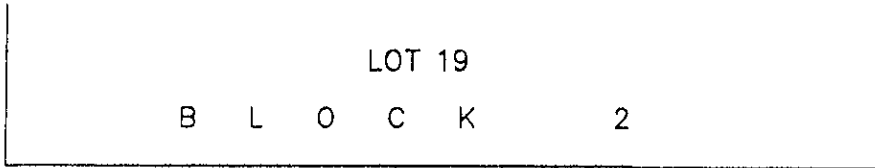


(SEAL)

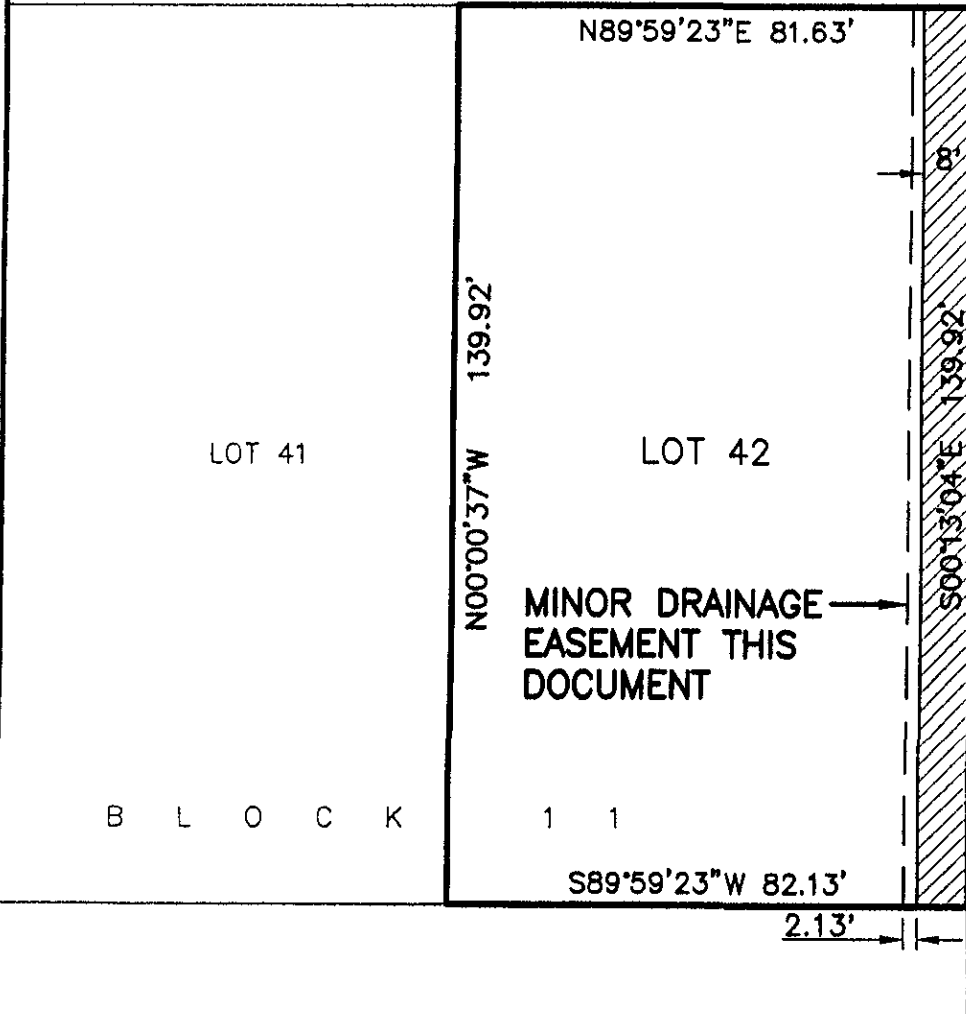
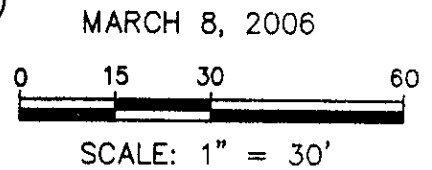

NOTARY PUBLIC

My Commission Expires ~~March 2, 2007~~ My Commission Expires

EXHIBIT 'A'
MINOR DRAINAGE EASEMENT
LOT 42 OF BLOCK 11 OF ROBBINSDALE ADDITION NO. 8
 LOCATED IN THE NW¼ OF THE NE¼ AND IN THE SW¼ OF THE NE¼
 SECTION 18, T1N, R8E, BHM
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



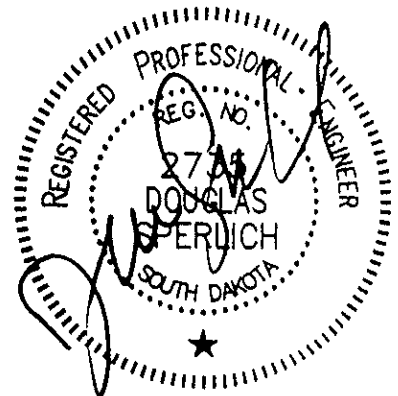
SITKA STREET
 60' R.O.W.



TRACT 1 OF
 RICHLAND ESTATES

8' WIDE UTILITY AND
 MINOR DRAINAGE
 EASEMENT

MINOR DRAINAGE
 EASEMENT THIS
 DOCUMENT



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