

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **City of Rapid City**, of the post office address 300 6th Street, Rapid City, South Dakota 57701-2728, whether one or more, hereinafter referred to as the "Grantor(s)", being the owner of, or having an interest in, land situated in the County of Pennington, State of South Dakota, more fully described below, hereinafter referred to as "Easement Area", for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto **Basin Electric Power Cooperative**, whose address is 1717 East Interstate Avenue, Bismarck, North Dakota 58503-0564, hereinafter referred to as "Grantee", and to its successors and/or assigns, the exclusive right for so long as the property is needed for an electrical transmission line. To enter upon the lands of the Grantor(s) referred to and to place, construct, reconstruct, operate, repair, inspect, maintain, and replace thereon and in or upon all streets, roads or highways abutting said lands, a line or system for the purpose of transmitting and/or distributing electricity, including all necessary fixtures, including poles, wires, all necessary attachments, and appurtenances thereto, including but not limited to any and all communications systems, equipment, lines, etc. which are now or might from time to time in the future be determined to be necessary or helpful with respect to operation, repair, monitoring, etc. of the transmission system, and to cut down, top, trim, control the growth, or eliminate trees or shrubbery within or adjacent to the Easement Area which might interfere with or endanger the said transmission line.

There will be no buildings, wells, hay or straw stacks or other structures placed in the Easement Area. The Grantor(s), its heirs, successors and/or assigns will have the right to plow, plant, cultivate, harvest or use in any manner said premises as long as the Grantor(s) does not interfere with any of the rights and privileges herein granted to the Grantee or endanger any property of either party. The Grantee will have the right of ingress and egress at all times across the Grantor(s)'s property for the purpose of carrying out the provisions of the easement and the right to install, maintain, and use gates in all fences which cross the Easement Area.

The electric transmission line easement is described as follows:

A tract of land located in the  $E^{1/2}SW^{1/4}$ , and the  $SE^{1/4}$  of Section 19, Township 1 North, Range 8 East, of the Black Hills Meridian, Pennington County, South Dakota, being more particularly described as follows:

Beginning at the southwest corner of the  $E^{1/2}SW^{1/4}$  of said Section 19, the true point of beginning; thence  $N02^{\circ}04'26''E$  89.45 feet; thence  $S87^{\circ}46'12''E$  863.27 feet; thence  $N85^{\circ}39'54''E$  545.93 feet; thence  $S87^{\circ}29'08''E$  2429.86 feet to the westerly right of way line of state highway 79; thence  $S05^{\circ}14'14''E$  95.87 feet; thence  $N86^{\circ}25'05''W$  48.85 feet; thence  $S15^{\circ}22'23''E$  6.24 feet; thence  $N87^{\circ}29'08''W$  2389.88 feet; thence  $S85^{\circ}39'54''W$  439.95 feet to the south line of Section 19; thence  $N87^{\circ}51'33''W$  973.81 feet to the point of beginning.

The above-described tract contains 8.58 acres.

Directional calls are based on the South Dakota State Plane Coordinate System, North Zone, 1983 Datum.

It is further agreed as follows:

1. The Grantee will pay for all physical property damages that may be caused in the surveying, building, operating, and maintaining of its transmission line over and across the property of the Grantor(s).
2. The Grantor(s) agrees that all structures, poles, wire, and other facilities installed on the Easement Area at the Grantee's expense, will remain the property of the Grantee, and removable by the Grantee.
3. The Grantor(s) covenants and warrants that he/she/they is the owner of the above-described lands subject to such defects, outstanding interests, liens or encumbrances as may now appear of record.
4. The rights of the Grantee hereunder may be assigned in whole or in part.
5. The term Grantee herein will be construed to include Grantee's agents, representatives, employees, contractors, and subcontractors.
6. For purposes of this Easement, the term "transmission line" will include a 230 kV line and a 69 kV line on a single pole, which 69 kV line might be owned, operated, and maintained by Grantee or a third party.
7. The Grantee will have the right to install and maintain anchors and guy wires when reasonably necessary, and the right of ingress and egress over *other lands* of Grantor only as necessary to access the hereinabove described right-of-way.
8. The Grantee will have the right to leave the Easement Area for necessary travel around bodies of water, excessively wet ground or other physical barriers.
9. The Grantee agrees that it will, one time during the term of this easement, at its sole expense, move any of its transmission facilities located on this easement upon the following terms and conditions:
  - a. Such move is determined by the Grantor to be necessary to accommodate an actual expansion or modification of the City landfill (into Section 30, Township 1 North, Range 8 East, BHM, Pennington County, South Dakota);
  - b. The Grantor provides Grantee (and/or its successors and assigns) with sufficient advance, written notice (including details relating to the logistics and specifications) of such need to move to provide reasonable time to plan and to make the move without undue interruption of use of those facilities;
  - c. The Grantor provides land or easements, at no cost to Grantee, for relocation of the facilities;
  - d. That all federal, state and local approvals, permits ect. Required for such move are obtained, an effort in which Grantee and Grantor shall cooperate and use due diligence;
  - e. That the move requested by Grantor can be accomplished in compliance with Good Utility Practice and all electrical and safety codes then in force; and
  - f. That Grantee and Grantor will cooperate in identifying and selecting the most reasonable, cost effective, efficient means and methods for the requested move taking into account the Grantor's reasonable needs and the impacts upon Grantee, its successors and assigns.

This instrument and the benefits and obligations herein contained will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor(s) has set his/her/their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

