

**UNDERGROUND EASEMENT
COMMUNICATION AND GAS LINES**

THIS EASEMENT, made this _____ day of _____, 2002, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation BLACK HILLS FIBERCOM, a limited liability corporation, hereinafter referred to as 'COMPANIES,' and the following named persons, hereinafter, whether singular or plural, referred to as 'OWNER,' namely:

City of Rapid City, a municipal corporation
300 6th Street, Rapid City, South Dakota 57701

WITNESSETH, That for valuable consideration received, OWNER does hereby grant unto Companies for 99 years, jointly and severally, its and their respective successors and assigns, an easement to construct, operate, maintain, increase the capacity of, repair, replace and remove such communication and natural gas systems as the Companies may from time to time require, consisting of underground cables, wires, conduits, splicing boxes, markers, pipelines, and used in the construction, operation, maintenance, increasing the capacity of, repair, replacement, and removal of said communication and natural gas systems, under, and across a strip of land 20 feet wide across the following-described real estate, situated in the County of Pennington, State of South Dakota, to wit:

The South Twenty (20) feet of Parcel One (1) and Five (5) and the South Twenty (20) feet of Lot "A" a replat of Parcels Three (3) and Four (4) of Block Sixty-five (65) of the Original Townsite now city of Rapid City located in the Southwest Quarter (SW ¼) of Section Thirty-six (36), T-2N, R-7E, BHM, and in the Northwest Quarter (NW ¼) of Section One (1), T-1N, R-7E, BHM

OWNER, its successors and assigns, hereby grants to Companies, jointly and severally, its and their successors and assigns, the right of ingress and egress at all reasonable times across the lands of Owner, to and from said strip of land for the purpose of exercising the rights herein granted; to place surface markers beyond said strip.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created or constructed, any building, or other enclosed structures upon, over or under the strip of land herein described or that would interfere with the herein stated uses, or Companies' rights hereunder.

COMPANIES agree that any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by the construction and maintenance of said communication and/or natural gas systems will be paid for by the responsible Company.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

City of Rapid City

BY: _____ Title: _____

BY: _____ Title: _____

STATE OF South Dakota
COUNTY OF Pennington :ss

On this _____ day of _____, 2002, before me personally appeared _____

known to me to be the same person _____ described in and who executed the above and foregoing instrument and acknowledged to me that _____ he _____ executed the same, (known to me to be the _____ and _____ respectively, of

the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

(THIS SPACE FOR RECORDING DATA ONLY)

Notary Public, _____ County,
State of _____
Residing at _____

(SEAL)

My Commission Expires: _____

W.O. _____ TRACT NO. _____ L.R.R NO. _____