

Prepared by: Ron Dahlinger
Black Hills Power, Inc.
P.O. Box 1400
Rapid City, SD 57709
605 721 3200

JA
2/3/05

RIGHT-OF-WAY EASEMENT
TRANSMISSION WITH DISTRIBUTION UNDERGROUND

In consideration of the sum of \$1.00, and other good and valuable consideration, receipt of which is hereby acknowledged, the City of Rapid City, by its Common Council, whose post office address is 300 6th Street, Rapid City, South Dakota 57701, Grantor, hereby grants to Black Hills Power, Inc., a South Dakota corporation, whose post office address is P. O. Box 1400, Rapid City, South Dakota 57709-1400, Grantee, its successors and assigns, a perpetual easement, with width to be as shown on exhibit "A", to construct, operate, maintain, repair, alter, inspect, remove, upgrade, up-rate, enhance, and replace an electric transmission line with poles, wires, and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefor, together with the power to extend to any communications company the right to use any pole placed or trench dug pursuant to the provisions hereof, said easement being upon, over and across the following described real property located in Pennington County, South Dakota:

Tract 17 Less Lot H1 Rapid City Greenway Tract, Section 34, T2N, R7E, B.H.M., City of Rapid City, Pennington County, South Dakota.

The location of this easement follows the general course as set forth on the document attached hereto as Exhibit A.

The within grant shall include the right to trim and remove any trees along said lines where necessary to secure a clearance of at least 50 feet from the conductors; the right to install and maintain anchors and guy wires when reasonably necessary; and the right of ingress and egress over adjacent lands of Grantor as necessary to access the right of way.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the above described property caused by its failure to use due care in the exercise of the right granted herein.

Subject to the limitations identified within this easement, Grantor, its successors and assigns may use this right-of-way for any and all purposes not inconsistent with this easement.

If Grantee should at a later time abandon the line and easement, Grantee shall remove all of its property from the easement and all rights hereunder shall cease.

Dated this ____ day of _____, 2005.

The Common Council

Mayor

Attest:

City Finance Officer

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON

On this ____ day of _____, 2005, before me, the undersigned officer, personally appeared _____ and _____, Mayor and City Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and City Finance Officer respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by themselves as Mayor and City Finance Officer.

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

(SEAL)

Notary Public
My commission expires:

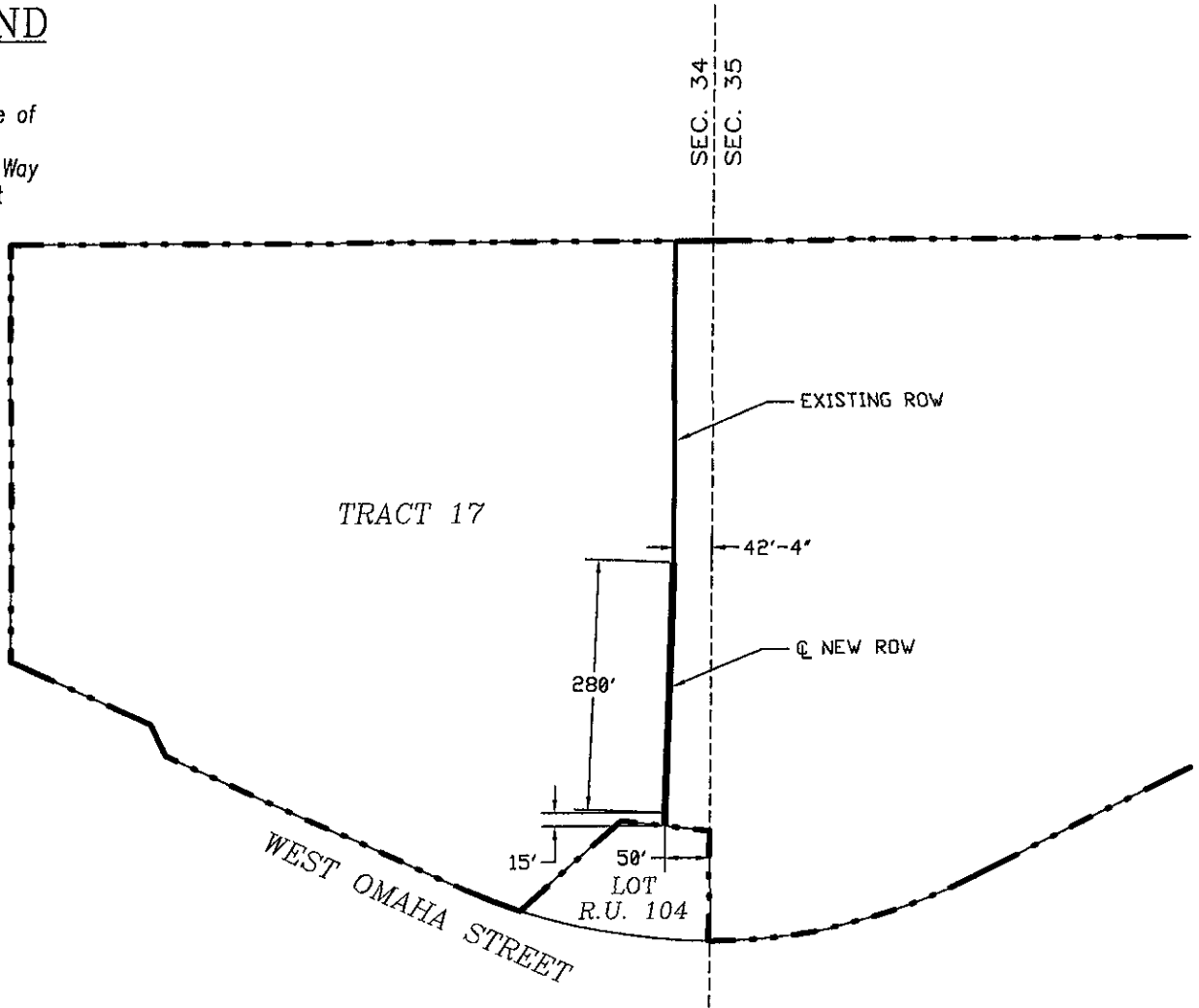
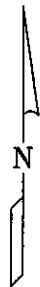
**RIGHT OF WAY EASEMENT
BLACK HILLS POWER COMPANY**

Lange to South Rapid City 230 kv Line
Tract 17 Less Lot H1 Rapid City Greenway Tract
Section 34, T2N, R7E, B.H.M.
Pennington County, South Dakota

Owner (s): City of Rapid city

LEGEND

— Centerline of
100 foot
Right of Way
Easement



NOTE: All distances herein are considered to be more or less.

The centerline of the powerline as constructed is the center line of the 100 foot easement.