

AGREEMENT

This Agreement is made and entered into by and between the CITY OF RAPID CITY, 300 Sixth Street, Rapid City, South Dakota 57701, a municipal corporation, hereinafter called the "City," SELADOR RANCHES, INC., 6602 Deadwood Avenue North, Rapid City, South Dakota 57702-9680, hereinafter called "Selador," and HEAVY CONSTRUCTORS, Inc., P.O. Box 3239, Rapid City, South Dakota 57702-3239, hereinafter called "Contractor."

RECITALS

WHEREAS, the City entered into an agreement with Selador, dated July 12, 2006, attached hereto and incorporated herein as Exhibit 1, to construct a reservoir on property owned in fee by Selador, legally described as the SE1/4 of Section 30, T1N, R7E, BHM, Pennington County, South Dakota, consisting of 159.46 acres more or less, located adjacent to the Red Rock Estates Development, hereinafter referred to as the "burn/chipping-site;" and

WHEREAS, provision eleven (11) of the above-described July 12, 2006 agreement (Exhibit 1) requires the City to burn all slash piles created as a result of the removal of trees for the construction of the reservoir, and the agreement further requires that at the time the City burns such slash piles, Selador shall have the right to bring other slash piles currently located in the Eastern Half of Section 30 to the burn/chipping site, whereby such piles will be burned by the City along with the City-created slash; and

WHEREAS, due to drought conditions in the area, there is a high probability dry conditions would prevent the City from burning the slash piles, and therefore, the City and Selador mutually agree chipping the slash piles would be an acceptable alternative to burning; and

WHEREAS, the City has signed an agreement with Heavy Constructors, hereinafter referred to as "Contractor," to chip the slash piles created by the City as a result of the removal of trees for construction of the reservoir and to chip the slash piles brought to the burn/chipping site by Selador; and

WHEREAS, the total cost of chipping the Selador slash piles located in the Eastern Half of Section 30 is \$52,500, of which \$47,850 is attributable to chipping the slash piles brought to the burn/chipping site by Selador and the balance is for overhead, profit and miscellaneous; and

WHEREAS, the City, Selador, and the Contractor hereby agree that upon payment of \$52,500 by the City, the Contractor will disperse \$47,850 to Selador and will not chip any slash piles caused by Selador to be at the burn/chipping site, and upon receiving \$47,850 from Contractor, Selador will release the City from its obligation to burn/chip Selador's slash piles.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein set forth, is it agreed as follows:

1. The City hereby agrees to compensate the Contractor for chipping in the amount of \$52,500 at the City's next regularly scheduled payment application period following the execution of this Agreement.

2. Contractor hereby agrees to disburse \$47,850 to Selador within three weeks of receipt of payment from the City for the chipping.

3. After receiving \$47,850 from the Contractor, Selador hereby agrees such payment fully satisfies the City's chipping/burning obligation to Selador of slash as described in provision eleven (11) of the July 12, 2006 agreement between the City and Selador (Exhibit 1).

4. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

5. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

6. The parties agree that this writing constitutes the entire Agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

Dated this ____ day of _____, 2007.

CITY OF RAPID CITY,
a municipal corporation

SELADOR RANCHES, INC.

By: _____
Alan Hanks, Mayor

By: _____
Robert Borgmeyer, President

ATTEST:

James F. Preston, Finance Officer

(SEAL)

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

Karl A. Lemay 11/7/07

Attorney Date

COUNTY OF PENNINGTON) SS.
)

On this day, the ____ day of _____, 2007, before me, the undersigned officer, personally appeared Robert Borgmeyer, who acknowledged himself to be the President of Selador Ranches, Inc., and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Selador Ranches, Inc. by himself as President.

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

(SEAL)

Notary Public - South Dakota
My Comm. Expires: _____

COUNTY OF PENNINGTON)

On this day, the ____ day of _____, 2007, before me, the undersigned officer, personally appeared Terry Larson and Gregory Brown, who acknowledged themselves to be the Vice President and Secretary, respectively, of Heavy Constructors, Inc. a corporation organized and existing under the laws of the State of South Dakota, and that they, as Vice President and Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Heavy Constructors, Inc. by themselves as Vice President and Secretary.

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

(SEAL)

Notary Public - South Dakota
My Comm. Expires: _____

EXHIBIT 1

Delivered to
Register of Deeds
on PW111307-10
at 10:40 am
for recording.

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

AGREEMENT

This Agreement is made and entered into by and between the CITY OF RAPID CITY, 300 Sixth Street, Rapid City, South Dakota 57701, a municipal corporation, hereinafter called the "City," and SELADOR RANCHES, INC., 6602 Deadwood Avenue North, Rapid City, South Dakota 57702-9680, hereinafter called "Selador."

RECITALS

WHEREAS, Selador owns the SE1/4 of Section 30, T1N, R7E, BHM, Pennington County, South Dakota, consisting of 159.46 acres more or less.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein set forth, is it agreed as follows:

1. Selador shall grant to the City, concurrent with the execution of this Agreement, a permanent utility lot easement in, on, over, under, and across that portion of Section 30 of Selador property, said portion being more particularly described and located as shown on "Exhibit 'A' Permanent Utility Lot Easement," attached hereto and incorporated herein by reference. Said easement shall include the right to construct, operate, maintain, and repair the reservoir, access road, water transmission mains, overflow and drain lines, and associated appurtenances as may be necessary and convenient for the operation of the Rapid City municipal water system.
2. Selador shall grant to the City, concurrent with the execution of this Agreement, a permanent access and utility easement in, on, over, under and across that portion of Section 30 of Selador property, said portion being more particularly described and located as shown on "Exhibit 'B' Permanent Utility Easement," attached hereto and incorporated herein by reference. Said easement shall include the right to construct, operate, maintain, and repair the access road, water transmission mains, overflow and drain lines, and associated appurtenances as may be necessary and convenient for the operation of the Rapid City municipal water system.
3. Selador shall grant to the City, concurrent with the execution of this Agreement, a

temporary construction easement in, on, over, under, and across that portion of Section 30 of Selador property, more particularly described and located as shown on "Exhibit 'C' Temporary Construction Easement," attached hereto and incorporated herein by reference.

4. The City will allow Selador three (3) one-inch water taps on the City's water transmission main, which runs along the western edge of the Red Rock Estates Subdivision, the exact locations of the taps to be agreed upon by the City and Selador. The property owned by Selador, or its successors or assigns, does not have to be in the city limits to use said taps, and the City will waive the tapping permit fee for these taps. Selador will pay for water usage based on the City's water billing structure. For purposes of billing, Selador will be considered as being within the City. For these three (3) taps, Selador will not be subject to any City construction fees. The taps shall consist of up to 100 feet of 1" copper service line, meter pit with backflow preventer, and frost free yard hydrant. The frost free hydrant shall be located within 100 feet of existing mains or mains proposed as part of this project.

5. In addition to the 20-inch water transmission main to the reservoir, the City will construct within the permanent utility lot easement and the permanent utility easement a 16-inch high pressure water transmission main from the west side of Prestwick Road in Red Rock Estates Subdivision to the water storage reservoir site. The high pressure transmission main is to be located approximately ten feet (10') west of the east section line of Section 30. Furthermore, the City will install two (2) fire hydrants approximately 360 feet apart on the boundary of the easement on Selador property to be hooked up to the high pressure transmission line.

6. The City shall have the right to construct, within the easements, any fencing deemed necessary by the City.

7. The City will revegetate the Temporary Construction Easement with a perennial grass or Western wheat grass mixture acclimated to this area.

8. The City agrees to pay Selador the sum of One Hundred Thousand Dollars (\$100,000) for each foot of the reservoir (tank) which appears above the ground; provided, however, for these purposes, the reservoir shall be defined to mean the actual vessel designed to hold water and does not include appurtenances such as site fencing, the valve vault (NE corner of the Utility Lot), which will be above ground, access hatches to be located on top of the reservoir, and vent pipes to be located on top of the reservoir.

9. The City will remove and replace that portion of the fence along the east side of the Permanent Utility Lot Easement and the Permanent Utility Easement required to be removed for construction purposes.

10. The City agrees to remove all excess soil and rock materials resulting from construction. The finished grade surface within the Temporary Construction Easement limits shall not contain any visible rocks larger than 6" in their longest dimension.

11. The City will only remove trees which are located on the site of the reservoir, transmission lines, and adjacent equipment, or on the access road, or those that interfere with the construction process. The City agrees to burn on Selador property all slash piles created as a result of the removed trees. The City further agrees that at the time it burns the slash piles, Selador shall have the right to bring other slash piles currently located in the Eastern Half of Section 30 to the burn site where they will be burned along with the City's slash. Selador shall designate a site on their property within 750 feet of the temporary construction easement for the burning of the slash. The site shall be of sufficient size to accommodate the City's slash as well as any slash Selador intends to have burned by the City. The City will plant a minimum of thirty (30) trees around the site for screening purposes. The Trees will be a combination of oak, Russian olive, aspen, or ponderosa pine. In addition, native shrubs may be planted to provide additional screening.

12. The City will compensate Selador in the amount of Three Thousand Five Hundred Dollars (\$3,500) to provide weed control within the permanent and temporary easement areas. Selador will supply all required materials and labor and be responsible for the management of weeds in those areas; provided, however, that the City will be solely responsible for weed control within the fenced reservoir area.

13. The City agrees to have a temporary irrigation system constructed by the contractor to provide water for the vegetation and trees within the permanent and temporary easement areas. The temporary irrigation system will be maintained by the contractor until the project has been completed and accepted by the City and after project acceptance by the City, the temporary irrigation system will become the property of Selador. Selador will pay for any water used for irrigation at the same rate as other like users of the municipal water system. Selador will adhere to the City's water conservation practices regarding water usage.

14. The City shall perform all work in a workmanlike manner and as nearly reasonably as possible return the surface of the ground to the condition as it existed prior to the granting of this Agreement. This Agreement shall include the right to do those things reasonably necessary to effectuate its purpose. Furthermore, the City will require the contractor to furnish a two-year warranty for the project to assure site repair activities are completed in a timely and workmanlike manner.

15. The parties agree that in lieu of and in replacement of the Permanent Utility Easement and Permanent Access Easement, Selador, upon completion of the necessary platting, shall convey by Quit Claim Deed all of its right, title and interest in the property described in the utility and access easements to City. Upon execution of this Agreement, the City agrees to promptly undertake at its own expense, all steps necessary for the creation of an H-Lot to permit the conveyance to take place. Pending the conveyance, City shall have sole and exclusive possession and control of the utility and access easement areas as required for the City to survey the easement areas for the purpose of preparing the plat only. The City shall not start construction in the easement areas prior to final approval of the plat. In the event the H-Lot plat is not approved, this Agreement shall be null and void. The parties anticipate that, once said

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

(SEAL)

Judy G. Beer
Notary Public - South Dakota
My Comm. Expires: 10-4-08

*

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

STATE OF SOUTH DAKOTA)
)ss. PERMANENT UTILITY LOT EASEMENT
COUNTY OF PENNINGTON)

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, SELADOR RANCHES, INC., of 6602 Deadwood Ave. N., Rapid City, South Dakota, 57702, Grantor, hereby grants to the CITY OF RAPID CITY, a South Dakota municipality, 300 Sixth Street, Rapid City, South Dakota, 57701, the Grantee, a perpetual utility easement, subject to the conditions hereinafter set forth, as hereinafter described.

The property which is the subject of this permanent utility easement is legally described as:

A portion of the unplatted portion of the East Half (E1/2) of Section Thirty (30), 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.

Such easement shall include the right to enter upon the easement property to construct, install, operate, inspect, maintain, and repair water mains and related appurtenant facilities upon



A handwritten signature in black ink, appearing to be the initials "MM" or similar, located at the bottom left of the page.

said property. The City shall perform all work in a workmanlike manner and shall leave the property in as good condition as existed prior to entry thereon.

The area which is the subject of this easement shall be kept free of all obstacles, including fences, shrubs, walls, or other items which obstruct the visibility or usefulness of the easement.

This easement shall include the right to enter upon the aforescribed real property and otherwise to do those things reasonably necessary to effectuate its purpose.

Upon the property on which the easement is placed being platted as an H-Lot and conveyed to the City, this Easement shall be void.

DATED this 3rd day of July, 2006.

SELADOR RANCHES, INC.

By: [Signature]
Its: PRESIDENT

State of South Dakota)
) SS.
County of Pennington)

On this the 3rd of July, 2006, before me, the undersigned officer, personally appeared Robert Boran who acknowledged himself to be the President of Selador Ranches, Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument by signing the name of Selador Ranches, Inc. by himself as President.

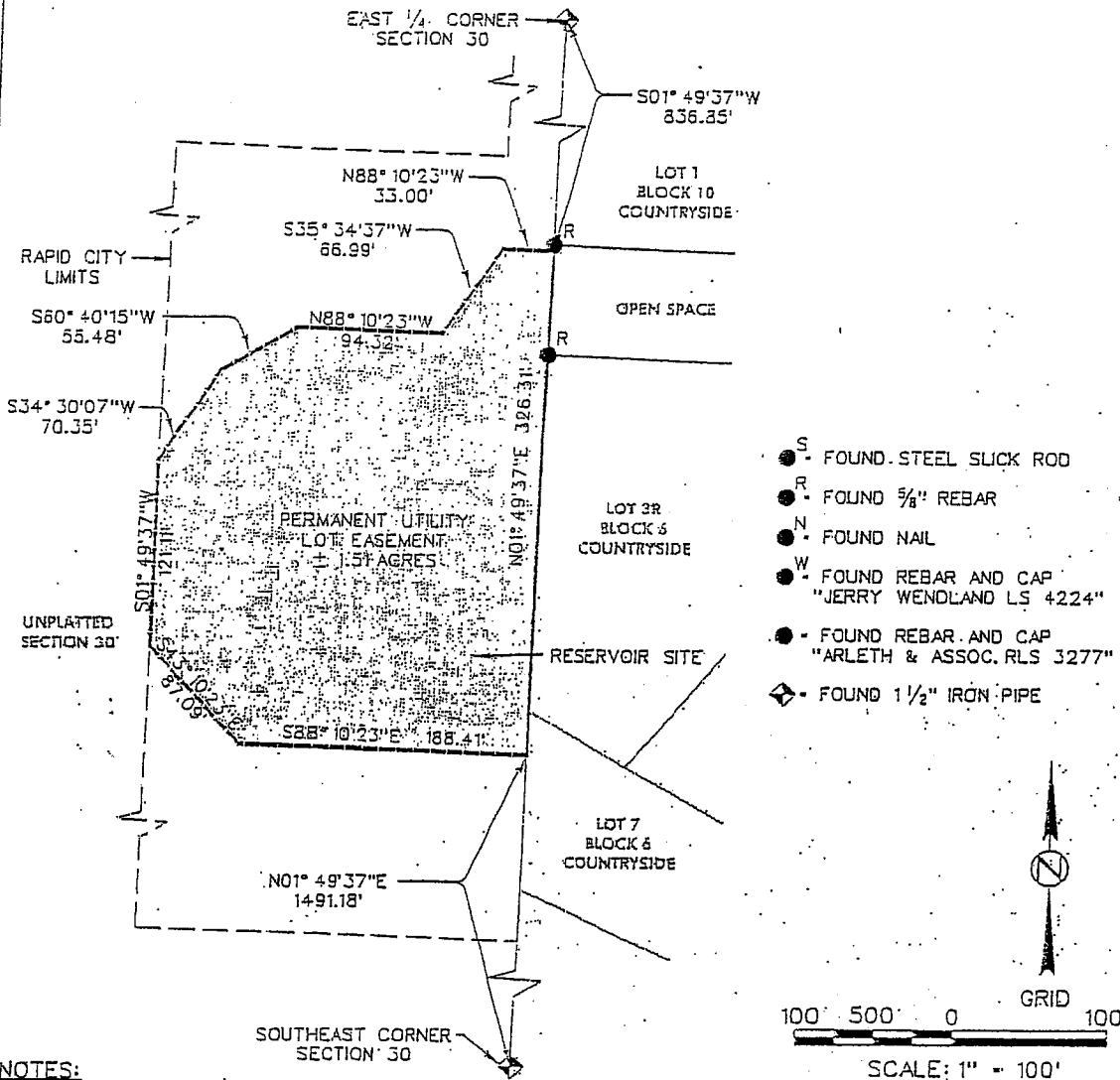
IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
Notary Public, South Dakota
My Commission Expires: 10-4-08

(SEAL)

EXHIBIT A
PERMANENT UTILITY LOT EASEMENT
 UNPLATTED PORTION OF THE E 1/2 OF SECTION 30, T1N, R7E, B.H.M.,
 PENNINGTON COUNTY, SOUTH DAKOTA
 OWNERS: SELADOR RANCHES INC.

PW111307-10

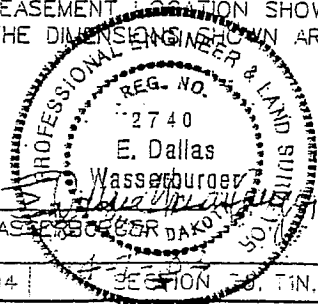


NOTES:

1. DIMENSIONS SHOWN HEREON ARE DERIVED FROM FIELD SURVEYED LOCATIONS AND RECORD DIMENSIONS.
2. THE PERMANENT UTILITY LOT EASEMENT SHOWN HERON IS FOR THE EXPRESS USE OF THE CITY OF RAPID CITY.
3. THE PERMANENT UTILITY LOT EASEMENT SHOWN HERON IS FOR THE PURPOSE OF INSTALLATION AND OPERATION OF UTILITIES, ACCESS ROAD, AND APPURTENANCES.
4. THE BASIS OF BEARING FOR THIS EXHIBIT IS BASED ON GRID NORTH, SOUTH DAKOTA SOUTH ZONE NAD 83/96, DETERMINED BY GPS OBSERVATION.

SURVEYORS CERTIFICATE:

I, E. DALLAS WASSERBURGER, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE CITY OF RAPID CITY, I HAVE PREPARED FROM RECORD DOCUMENTS AND FROM A FIELD SURVEY THE PERMANENT UTILITY LOT EASEMENT, POSITION SHOWN HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DIMENSIONS SHOWN ARE TRUE AND CORRECT.



EASEMENT PREPARED BY:
 ALLIANCE OF ARCHITECTS AND ENGINEERS
 706 WEST BOULEVARD
 RAPID CITY, SOUTH DAKOTA

DRAWN BY J. NELSON DATE 04-07-04
 CHECKED BY W. PHILLIPS DATE 04-17-04

FILE: 930easement03.dgn

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

STATE OF SOUTH DAKOTA)
)ss. PERMANENT UTILITY EASEMENT
COUNTY OF PENNINGTON)

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, SELADOR RANCHES, INC., of 6602 Deadwood Ave. N., Rapid City, South Dakota, 57702, Grantor, hereby grants to the CITY OF RAPID CITY, a South Dakota municipality, 300 Sixth Street, Rapid City, South Dakota, 57701, the Grantee, a perpetual utility easement, subject to the conditions hereinafter set forth, as hereinafter described.

The property which is the subject of this permanent utility easement is legally described as:

A portion of the unplatted portion of the East Half (E1/2) of Section Thirty (30), 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.

Such easement shall include the right to enter upon the easement property to construct, install, operate, inspect, maintain, and repair water mains and sanitary sewer lines along with all related appurtenant facilities upon said property. The City shall also have the right to use this easement for the purpose of accessing the water storage facility located on the above described property. The City shall perform all work in a workmanlike manner and shall leave the property in as good condition as existed prior to entry thereon.



A handwritten signature in dark ink, consisting of several stylized, overlapping loops and lines.

The area which is the subject of this easement shall be kept free of all obstacles, including fences, shrubs, walls, or other items which obstruct the visibility or usefulness of the easement.

This easement shall include the right to enter upon the above described real property and otherwise to do those things reasonably necessary to effectuate its purpose.

Upon the property on which the easement is placed being platted as an H-Lot and conveyed to the City, this Easement shall be void.

DATED this 3rd day of July, 2006.

SELADOR RANCHES, INC.

By: [Signature]
Its: PRESIDENT

State of South Dakota)
County of Pennington) SS.

On this the 3rd of July, 2006, before me, the undersigned officer, personally appeared Robert [Signature] who acknowledged himself to be the PRESIDENT of Selador Ranches, Inc., and that he, as such PRESIDENT, being authorized so to do, executed the foregoing instrument by signing the name of Selador Ranches, Inc. by himself as PRESIDENT.

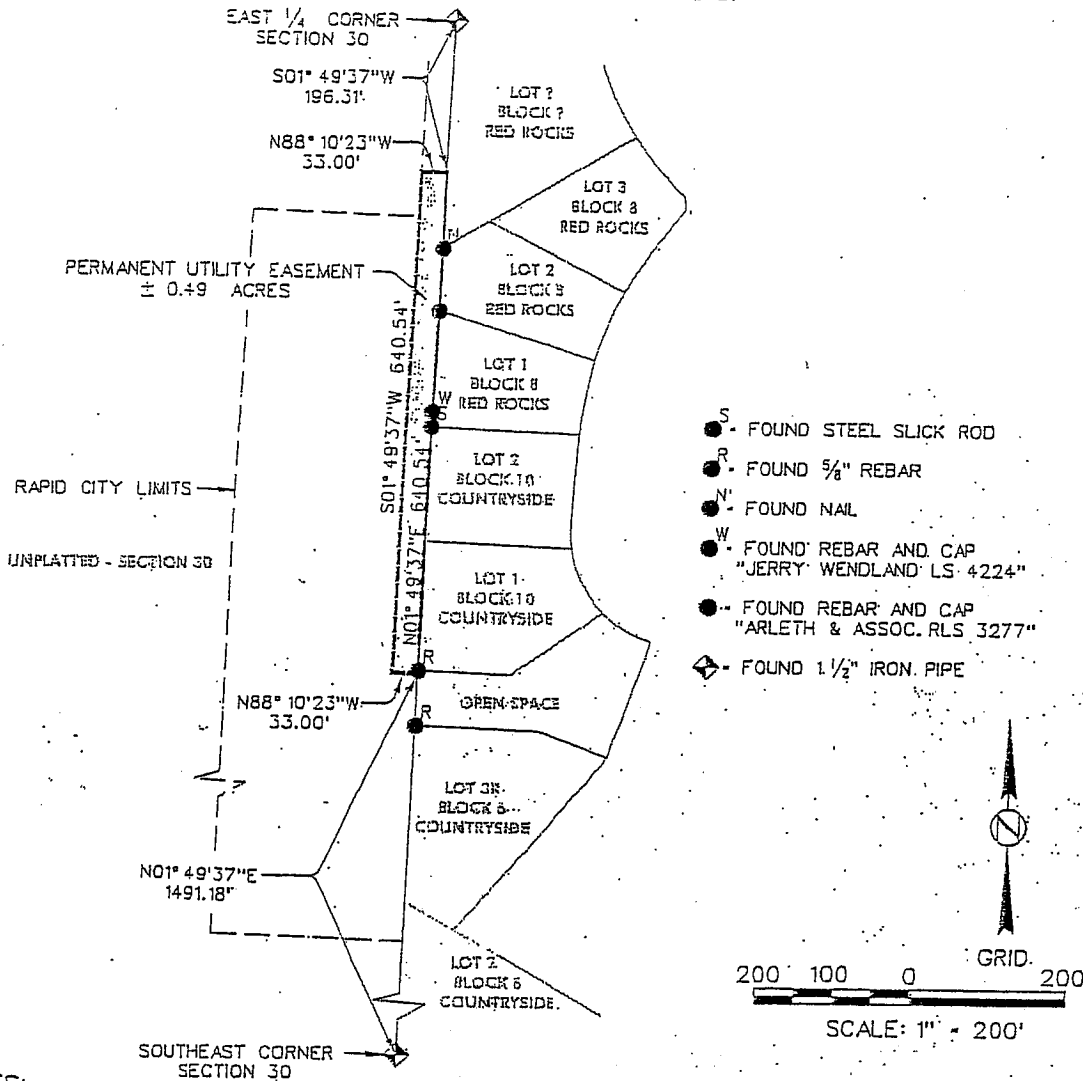
IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
Notary Public, South Dakota
My Commission Expires: 10-4-08

(SEAL)

EXHIBIT A
PERMANENT UTILITY EASEMENT
 UNPLATTED PORTION OF THE E 1/2 OF SECTION 30, T1N, R7E, B.H.M.,
 PENNINGTON COUNTY, SOUTH DAKOTA
 OWNERS: SELADOR RANCHES INC.

PW111307-10

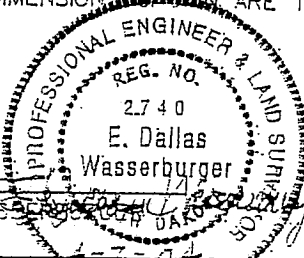


NOTES:

1. DIMENSIONS SHOWN HEREON ARE DERIVED FROM FIELD SURVEYED LOCATIONS AND RECORD DIMENSIONS.
2. THE PERMANENT UTILITY EASEMENT SHOWN HEREON IS FOR THE EXPRESS USE OF THE CITY OF RAPID CITY.
3. THE PERMANENT UTILITY EASEMENT SHOWN HEREON IS FOR THE PURPOSE OF INSTALLATION AND OPERATION OF UTILITIES, ACCESS ROAD, AND APPURTENANCES.
4. THE BASIS OF BEARING FOR THIS EXHIBIT IS BASED ON GRID NORTH, SOUTH DAKOTA SOUTH ZONE NAD 83/96, DETERMINED BY GPS OBSERVATION.

SURVEYORS CERTIFICATE:

I, E. DALLAS WASSERBURGER, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE CITY OF RAPID CITY, I HAVE PREPARED FROM RECORD DOCUMENTS AND FROM A FIELD SURVEY THE PERMANENT UTILITY EASEMENT LOCATION SHOWN HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DIMENSIONS SHOWN ARE TRUE AND CORRECT.



EASEMENT PREPARED BY:
 ALLIANCE OF ARCHITECTS AND ENGINEERS
 705 WEST BOULEVARD
 RAPID CITY, SOUTH DAKOTA

DRAWN BY J. NELSON DATE 04-07-04
 CHECKED BY W. PHILLIPS DATE 04-07-04

E. DALLAS WASSERBURGER
 SOUTH DAKOTA

FILE: 980easement04.dgn

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

STATE OF SOUTH DAKOTA)
) SS. TEMPORARY CONSTRUCTION
COUNTY OF PENNINGTON) 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, SELADOR RANCHES, INC., of 6602 Deadwood Ave. N., Rapid City, South Dakota, 57701, Grantor, hereby grants to the CITY OF RAPID CITY, 300 Sixth Street, Rapid City, South Dakota, 57701, its agents, employees, and contractors, a temporary construction easement over and across the following described real property:

A portion of the unplatted portion of the East Half (E1/2) of Section Thirty (30), 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.

This easement shall include the right to enter upon the easement property for the purpose of constructing the project entitled, "Red Rock Water Storage Reservoir Project No. W03-1184". This easement shall, if not released sooner, expire on July 1, 2010.

The City shall perform all work in a workmanlike manner and shall leave the property in as good condition as existed prior to entry thereon. The City shall also provide any fencing necessary to insure that Selador may continue to operate a cattle ranch on the balance of its property.

The City shall indemnify and hold Selador harmless from any liability for damages arising out of the City's use of this easement. The City shall not be required to indemnify and hold Selador harmless from liability solely arising from the actions or inactions of Selador.

Dated this 3rd day of July, 2006.



SELADOR RANCHES, INC.

By: Robert A. Mayo
Its: PRESIDENT

State of South Dakota)
) SS.
County of Pennington)

On this the 3rd of July, 2006, before me, the undersigned officer, personally appeared Robert A. Mayo who acknowledged himself to be the President of Selador Ranches, Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument by signing the name of Selador Ranches, Inc. by himself as President.

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

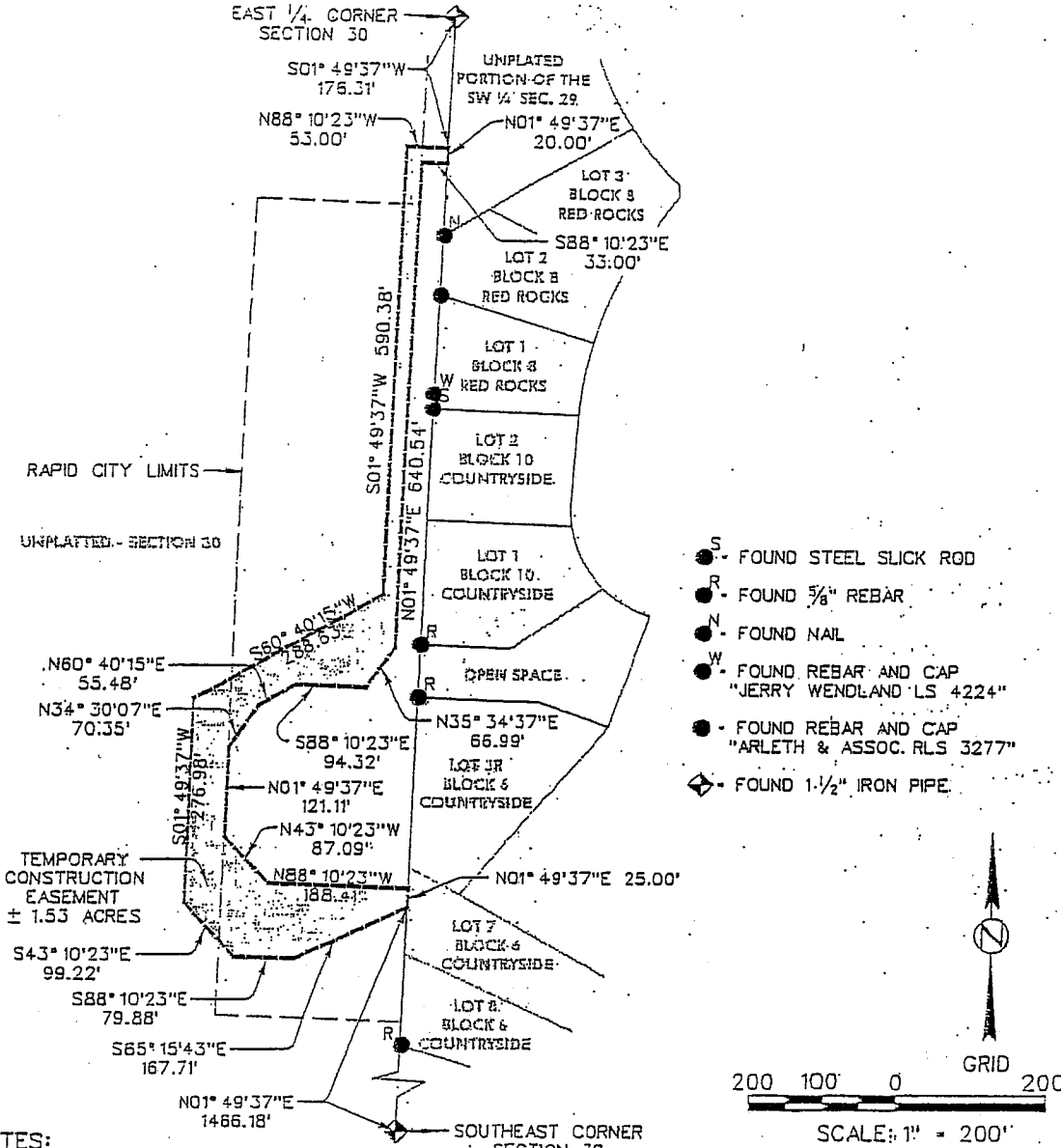
Judy G. Bieri
Notary Public, South Dakota
My Commission Expires: 10-4-08

(SEAL)

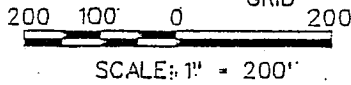
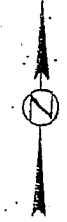
EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
 UNPLATTED PORTION OF THE E 1/2 OF SECTION 30, T1N, R7E, B.H.M.,
 PENNINGTON COUNTY, SOUTH DAKOTA

PW111307-10

OWNERS: SELADOR RANCHES INC.



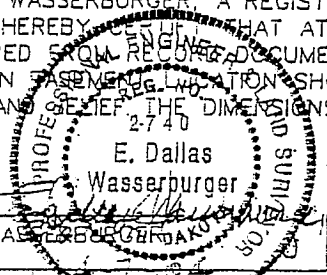
- S - FOUND STEEL SLICK ROD
- R - FOUND 5/8" REBAR
- N - FOUND NAIL
- W - FOUND REBAR AND CAP "JERRY WENDLAND LS 4224"
- - FOUND REBAR AND CAP "ARLETH & ASSOC. RLS 3277"
- ◆ - FOUND 1-1/2" IRON PIPE



- NOTES:**
- DIMENSIONS SHOWN HEREON ARE DERIVED FROM FIELD SURVEYED LOCATIONS AND RECORD DIMENSIONS.
 - THE TEMPORARY CONSTRUCTION EASEMENT SHOWN HERON IS FOR THE EXPRESS USE OF THE CITY OF RAPID CITY.
 - THE TEMPORARY CONSTRUCTION EASEMENT SHOWN HERON IS FOR THE PURPOSE OF INSTALLATION AND OPERATION OF UTILITIES, ACCESS ROAD, AND APPURTENANCES.
 - THE BASIS OF BEARING FOR THIS EXHIBIT IS BASED ON GRID NORTH, SOUTH DAKOTA SOUTH ZONE NAD 83/96, DETERMINED BY GPS OBSERVATION.

SURVEYORS CERTIFICATE:

I, E. DALLAS WASSERBURGER, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE CITY OF RAPID CITY, I HAVE PREPARED FROM RECORD DOCUMENTS AND FROM A FIELD SURVEY THE TEMPORARY CONSTRUCTION EASEMENT SHOWN HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DIMENSIONS SHOWN ARE TRUE AND CORRECT.



EASEMENT PREPARED BY:
 ALLIANCE OF ARCHITECTS AND ENGINEERS
 706 WEST BOULEVARD
 RAPID CITY, SOUTH DAKOTA

DRAWN BY J. NELSON DATE 04-07-04
 CHECKED BY W. PHILLIPS DATE 04-07-04