

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P 1648 (03) CITY: Rapid City PARCEL NO: 16
This agreement made and entered into this day of , 2009
by and between Rapid City acting by and through the City Council
City Commission/Council, hereinafter referred to as CITY, and Federal National
Mortgage Association, whose postal address is 1 S. Wecker Drive
Chicago, IL, 60606-4667, hereinafter referred to as DONOR.

WHEREAS, CITY needs the following easements for construction, operation and maintenance of a highway:

Perpetual Easement:

Temporary Easement: "Exhibit A" Temporary Easement for Construction North 3' of Lot 44 and All of Lots 45-46 of Block 7 of Millard Addition in the southeast ¼ of Section 25, Township 2 North, Range 7 East, Black Hills Meridian between station 4+20.78 and 5+13.26, 1838 sq. ft. more or less.

This easement shall be effective from date of signing to December 31, 2010.

NOW THEREFORE, DONOR understands his/her right to have an appraisal prepared and his/her right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. DONOR does hereby voluntarily grant and donate to CITY, for and in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited PROJECT.

Stipulations of conditional donation:

DONOR agrees that the erection of fences, structures or obstacles within the perpetual easement will not be permitted.

DONOR grants permission to CITY or CITY'S agent to enter upon above described easement upon approval of this AGREEMENT.

The perpetual easement shall be in effect until the highway is abandoned by proper action of the Rapid City City Commission/Council and the temporary easement shall be in effect until construction of the project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

Attest: _____
City Finance Officer

By: Trent Morrison Assistant Vice President
Donor

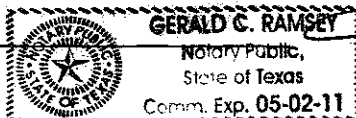
By: _____
Mayor

By: _____
Donor

STATE OF ~~South Dakota~~
COUNTY OF ~~DALLAS~~

On this 24th day of September in the year of 2009, before me, Gerald Ramsey, a Notary Public within and for said County and State, personally appeared Trent Morrison known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same for the purpose therein stated.

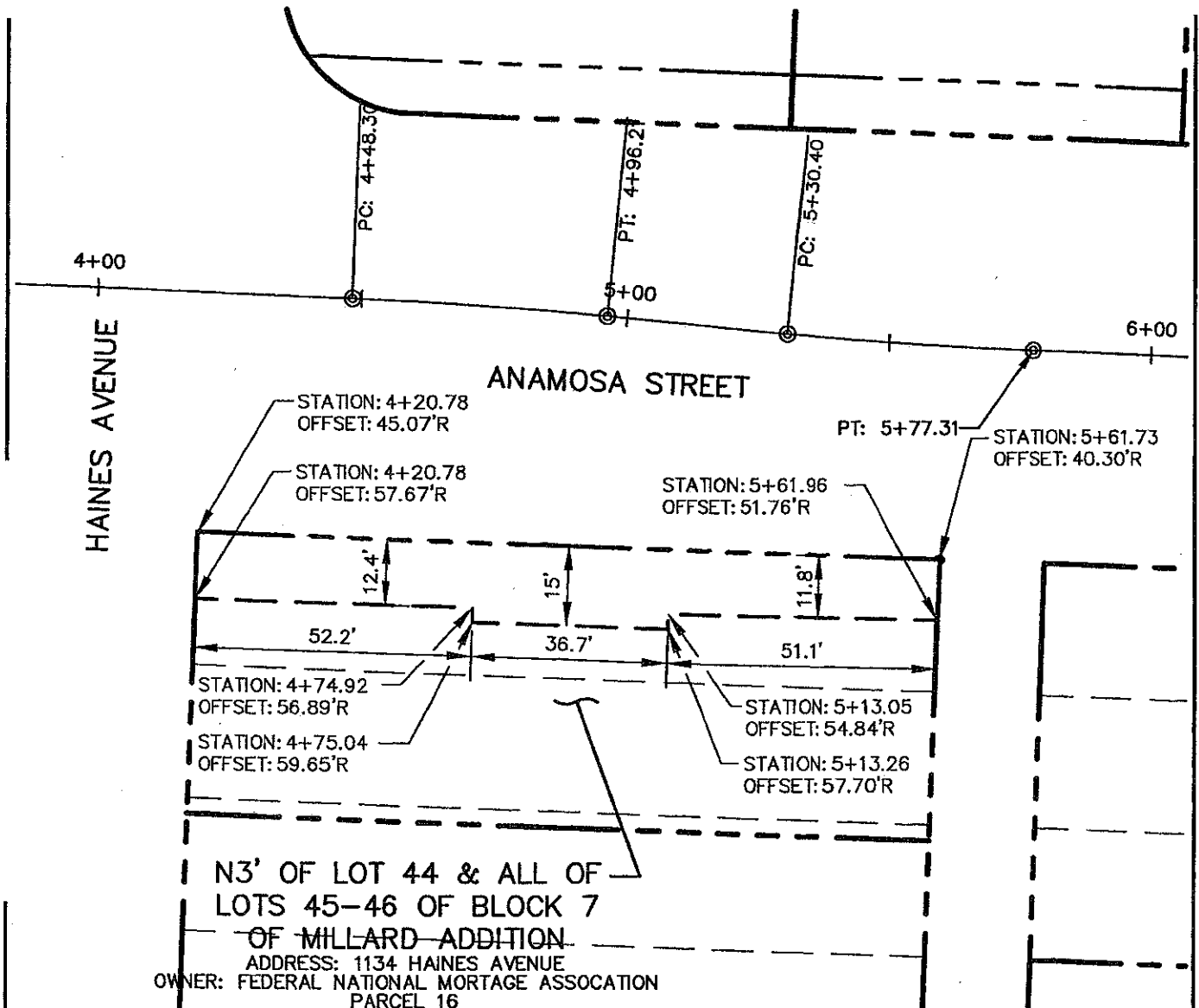
My Commission Expires:



Notary Public

"EXHIBIT A"

0 15 30
SCALE: 1"=30'



TEMPORARY EASEMENT FOR CONSTRUCTION
N3' OF LOT 44 & ALL OF LOTS 45-46 OF BLOCK 7 OF MILLARD
ADDITION, SE 1/4, SEC. 25, T2N, R7E, BHM
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
OWNER: FEDERAL NATIONAL MORTGAGE ASSO.

JUNE 2008

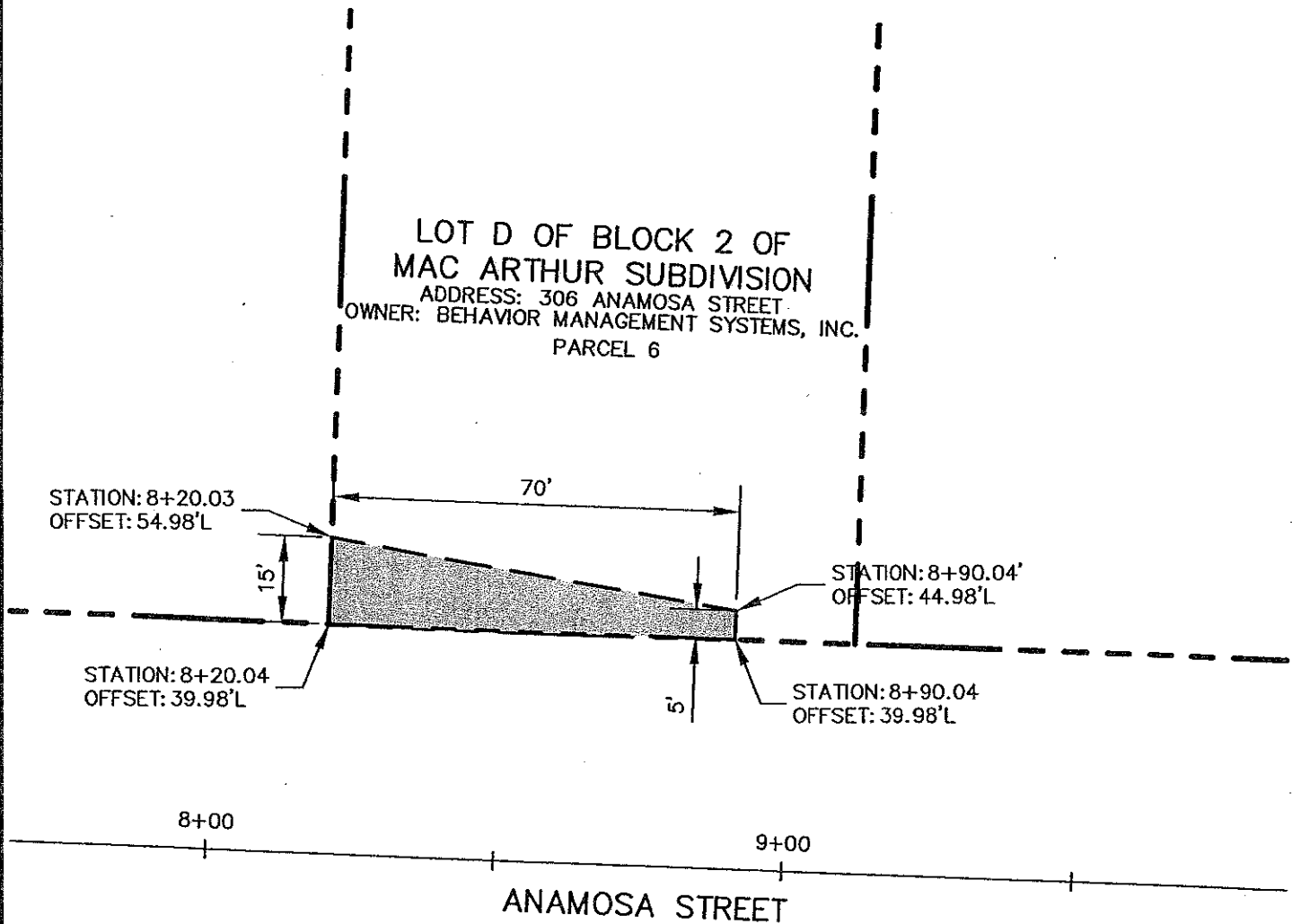
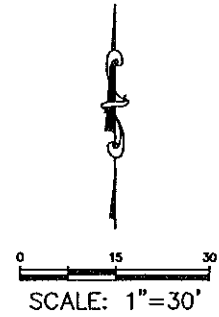
Surveyed By: F.M.G. INC.
Date: 1/08-2/08
Drawn By: KJS
Checked By: DW
Location:
SE 1/4 SECTION 25,
T2N, R7E, BHM



F M G, Inc.

3700 Sturgis Road
Rapid City, SD 57702-0317
(605) 342-4105 FAX (605) 342-4222
www.fmgengineering.com

Item #21

"EXHIBIT A"

TEMPORARY EASEMENT FOR CONSTRUCTION
LOT D OF BLOCK 2 OF MAC ARTHUR SUBDIVISION
SE 1/4, SEC. 25, T2N, R7E, BHM
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
OWNER: BEHAVIOR MANAGEMENT SYSTEMS, INC.

FEBRUARY 2009

Surveyed By: F M G, INC.Date: 1/08-2/08Drawn By: KJSChecked By: DW

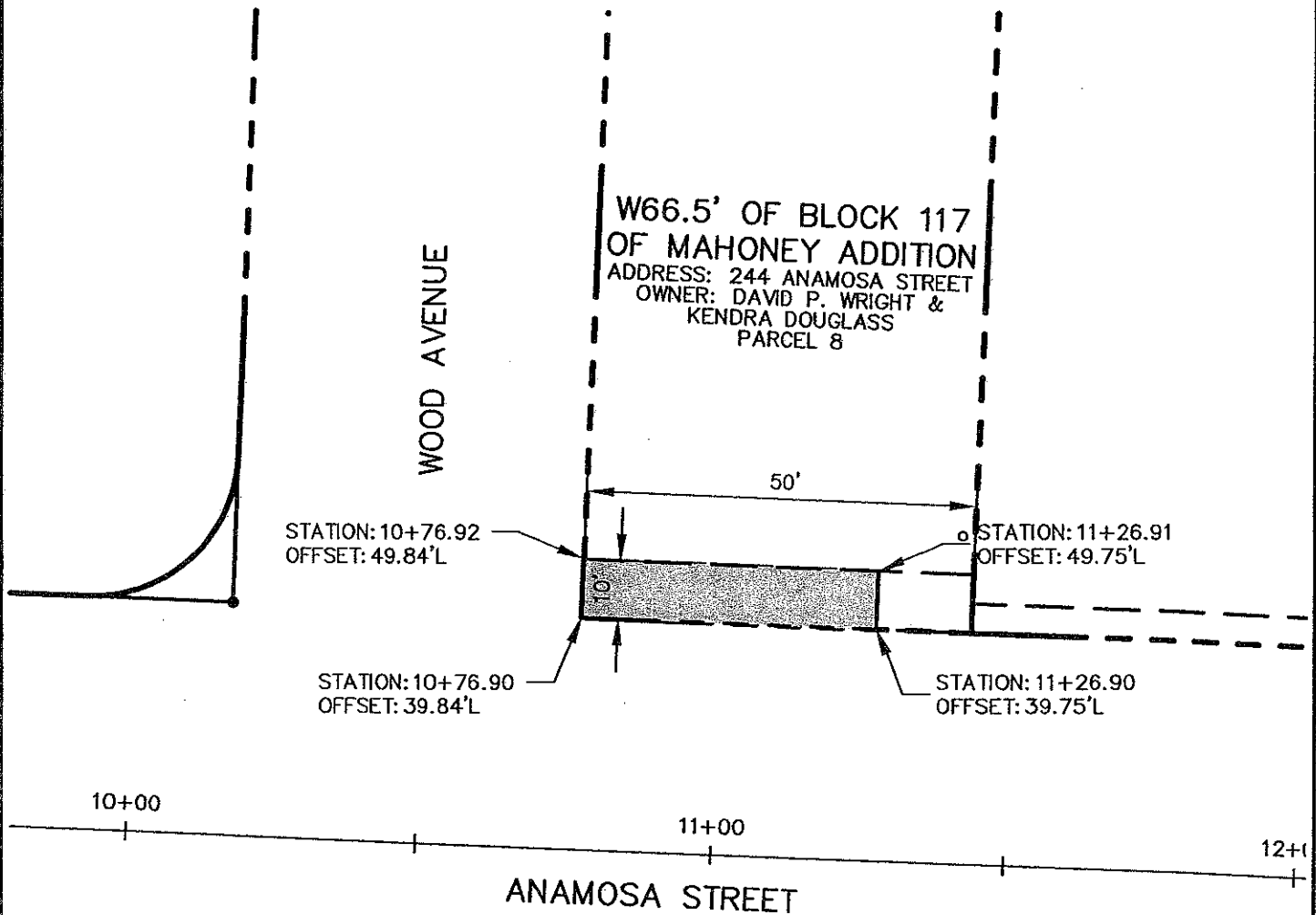
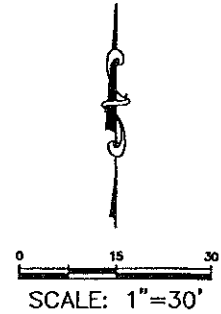
Location:

SE 1/4 SECTION 25,T2N, R7E, BHM

F M G, Inc.

3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4105 FAX (605) 342-4222
www.fmgengineering.com

Item #21

"EXHIBIT A"

TEMPORARY EASEMENT FOR CONSTRUCTION
W66.5' OF BLOCK 117 OF MAHONEY ADDITION
 SE 1/4, SEC. 25, T2N, R7E, BHM
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
 OWNER: DAVID P. WRIGHT & KENDRA DOUGLASS

FEBRUARY 2009

Surveyed By: F.M.G., INC.
 Date: 1/08-2/08
 Drawn By: KJS
 Checked By: DW
 Location: SE1/4 SECTION 25,
T2N, R7E, BHM



F M G, Inc.

3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4105 FAX (605) 342-4222
 www.fmgengineering.com

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P 1648(03) CITY: Rapid City PARCEL NO: 17
 This agreement made and entered into this day of , 2009
 by and between Rapid City acting by and through the City Council
City Commission/Council, hereinafter referred to as CITY, and Audrey Shimer
 , whose postal address is 535 Terracita Drive, Rapid City,
South Dakota, 57701, hereinafter referred to as DONOR.

WHEREAS, CITY needs the following easements for construction, operation and maintenance of a highway:
 Perpetual Easement:

Temporary Easement: "Exhibit A" Temporary Easement for Construction
Lots 1 - 3 of Block 7 of Millard Addition
in the southeast ¼ of Section 25, Township 2 North, Range 7 East, Black
Hills Meridian between station 5+80.95 and 7+21.05, 1920 sq. ft. more or
less.

This easement shall be effective from date of signing to December 31, 2010.

NOW THEREFORE, DONOR understands his/her right to have an appraisal prepared and his/her right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. DONOR does hereby voluntarily grant and donate to CITY, for and in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited PROJECT.

Stipulations of conditional donation: Remove fence that outlines dog
kennel area. Remove fence along the north side of driveway off of Wood Ave.
Install Temporary Chain Link Fence during construction for kids to play in.
On north side of property along Anamosa Street.

DONOR agrees that the erection of fences, structures or obstacles within the perpetual easement will not be permitted.

DONOR grants permission to CITY or CITY'S agent to enter upon above described easement upon approval of this AGREEMENT.

The perpetual easement shall be in effect until the highway is abandoned by proper action of the Rapid City City Commission/Council and the temporary easement shall be in effect until construction of the project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

Attest:
 City Finance Officer

By: Audrey R. Shimer
 Donor

By:
 Mayor

By:
 Donor

STATE OF South Dakota

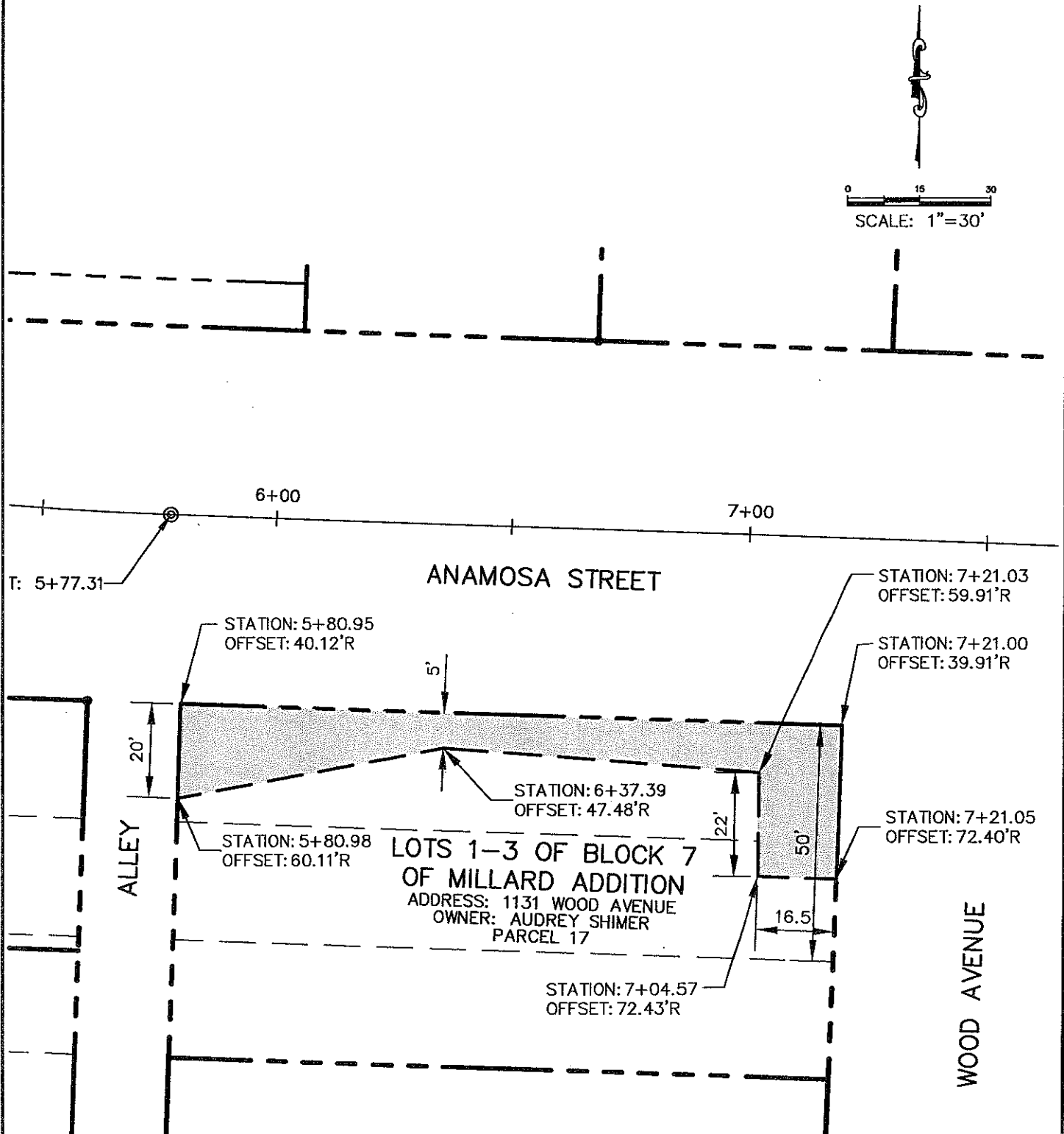
COUNTY OF Pennington

On this 18th day of MARCH in the year of 2009, before me, NANCY M. MALONE, a Notary Public within and for said County and State, personally appeared Audrey Shimer known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that and the same for the purpose therein stated.

My Commission Expires: 11-10-14

Nancy M. Malone
 Notary Public



"EXHIBIT A"

TEMPORARY EASEMENT FOR CONSTRUCTION
 LOTS 1-3 OF BLOCK 7 OF MILLARD ADDITION
 SE 1/4, SEC. 25, T2N, R7E, BHM
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
 OWNER: WAYNE G. SHIMER

FEBRUARY 2009

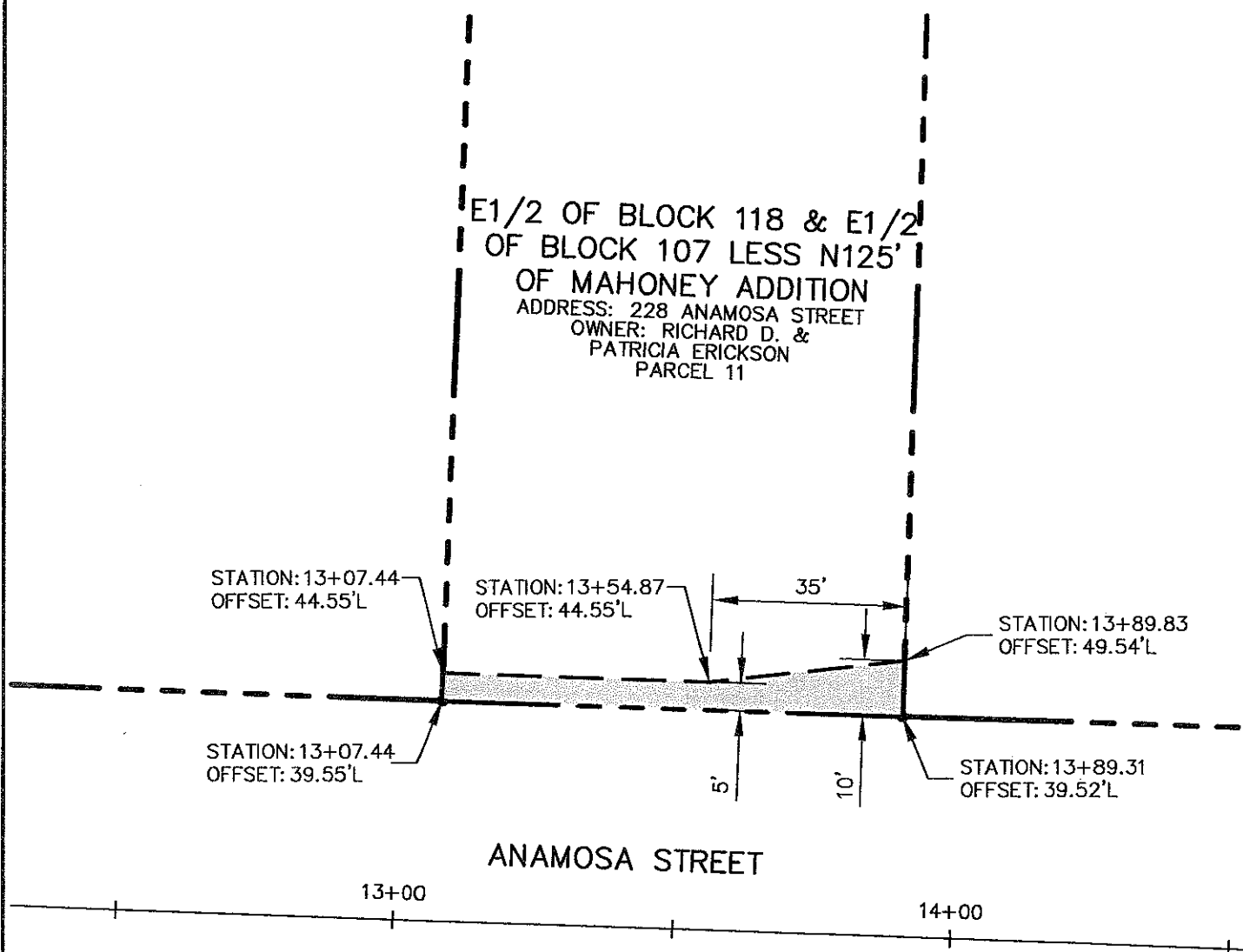
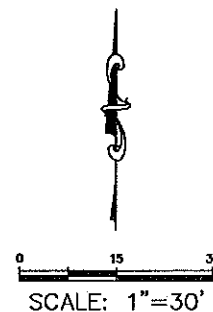
Surveyed By: FMG, INC.
 Date: 1/09-2/09
 Drawn By: KJS
 Checked By: DW
 Location:
SE 1/4 SECTION 25,
T2N, R7E, BHM



FMG, Inc.

3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4105 FAX (605) 342-4222
 www.fmgengineering.com

Item #21

"EXHIBIT A"

TEMPORARY EASEMENT FOR CONSTRUCTION
 E1/2 OF BLOCK 118 & E1/2 OF BLOCK 107 LESS N125'
 OF MAHONEY ADDITION, SE 1/4, SEC. 25, T2N, R7E, BHM
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
 OWNER: RICHARD D. & PATRICIA ERICKSON

FEBRUARY 2008

Surveyed By:	FMG, INC.
Date:	1/08-2/08
Drawn By:	KJS
Checked By:	DW
Location:	SE1/4 SECTION 25,
	T2N, R7E, BHM



FMG, Inc.

3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4105 FAX (605) 342-4222
 www.fmgengineering.com

COPY

PW120109-20

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, RICHARD D. ERICKSON, presently a resident of Rapid City, South Dakota do hereby make, constitute and appoint my wife, PATRICIA A. ERICKSON of Rapid City, South Dakota, my true and lawful attorney, for me in my name, place and stead, and for my use and benefit, and I further specifically declare and state that this Power of Attorney shall not be affected by my disability, and, I hereby grant to my attorney the following powers:

1. To ask, demand, sue for, recover, collect, and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand which now or hereafter shall be due, owing or payable belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or lease therefore, together with the right and power to compromise or compound any claim or demand.
2. To exercise any or all of the following powers as to real property, any interest therein and/or any building thereof; to contract for, to make gifts, purchase, receive and take possession thereof and or evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral developments, to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of any note or performance of any obligation or agreement.
3. To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choices in action and other property in possession or in action; to contract, for to make gifts, buy, sell, exchange, transfer and in any legal matter deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of any note or performance of any obligation or agreement.
4. In the acquisition or disposition of real or personal property, my said attorney in fact, shall have exclusive power to fix the terms thereof cash, credit, and/or property, and if on credit, with or without security.
5. To transact any and all banking business at any bank or savings institution, to endorse all checks, promissory notes, drafts and bills of exchange for collection and deposit; and to deposit the same, to draw checks on my account and to borrow money on my behalf and to sign, execute and deliver such promissory notes and security documents as may be

necessary; to enter, deposit, and withdraw documents and assets from any and all safe deposit boxes held in my name at any financial institution.

6. To receive, endorse, and collect checks payable to the order of the undersigned, drawn on the Treasurer of the United States, and to execute in the name and on behalf of the undersigned, all bonds, indemnities, application, or other documents, which may be required by law or regulation to secure the issuance of substitutes for such checks and to give full discharge for the same.

7. To fund, transfer assets to, and to instruct and advise the trustee of any trust wherein I am or may be the trustor, or beneficiary; to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversation, adjustment, enforcement or foreclosure, singly or in conjunction with others or any corporate stock, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof.

8. To transact business of any kind or class and as my act and deed, to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, contract for deed, assignment or mortgage or the beneficial interest under any contract for deed, extension or renewal of any obligation, bill of sale, bill, bond, note, receipt, evidence of debt, request for partial or full reconveyance of any contract for deed and such other instruments in writing of any kind or class as may be necessary or proper in the premises.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these present. The power and authority hereby conferred upon my said attorney shall be applicable to all real and personal property or interest therein now owned or hereafter acquired by me and wherever situate.

My said attorney is empowered to hereby determine in its sole discretion the time when, purpose for and manner in which my power herein conferred upon it shall be exercised, and the conditions, provisions and covenants or any instrument or document which may be executed by it pursuant hereto.

WITNESS: My hand this 13 day of July, 1995.

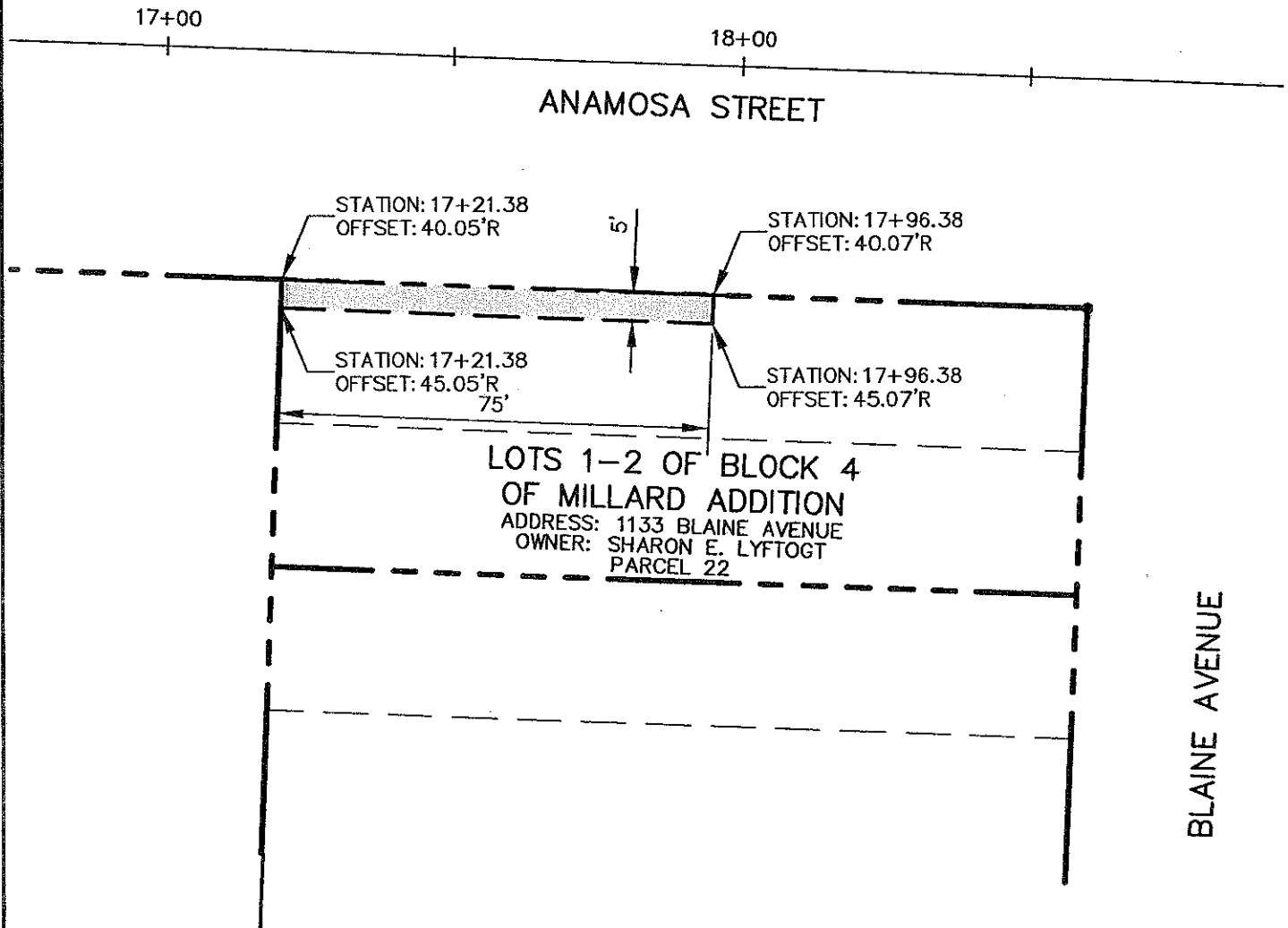
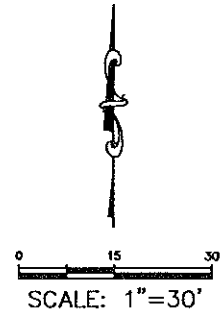
Richard D. Erickson
Richard D. Erickson

13th Subscribed, sworn to and acknowledged before me by Richard D. Erickson, this
day of July, 1995.

(SEAL)

Helen Mervila
Notary Public, South Dakota
My Commission Expires: 4-1-2001

Item #21

"EXHIBIT A"

TEMPORARY EASEMENT FOR CONSTRUCTION
LOTS 1-2 OF BLOCK 4 OF MILLARD ADDITION
 SE 1/4, SEC. 25, T2N, R7E, BHM
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
 OWNER: SHARON E. LYFTOGT

FEBRUARY 2009

Surveyed By: FMS, INC.
 Date: 1/08-2/08
 Drawn By: KJS
 Checked By: DW
 Location:
SE1/4 SECTION 25,
T2N, R7E, BHM

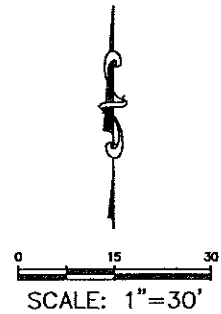


F M G, Inc.

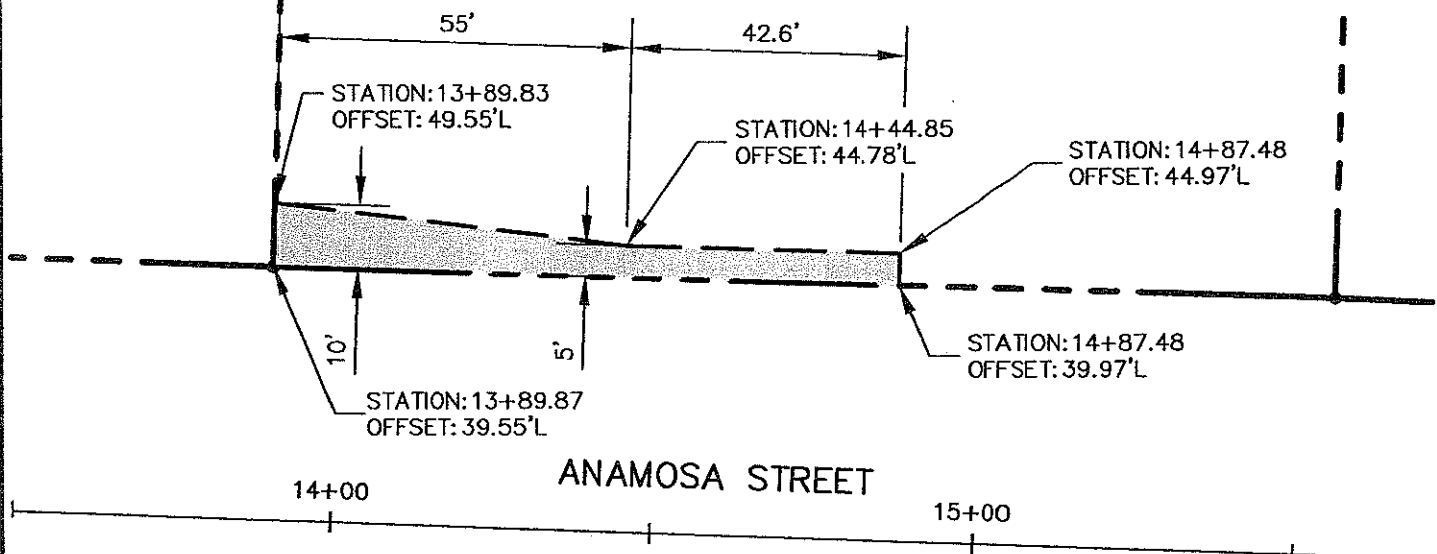
3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4105 FAX (605) 342-4222
 www.fmgengineering.com

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

Item #21

"EXHIBIT A"

**BLOCK 119 OF
MAHONEY ADDITION**
ADDRESS: 222 ANAMOSA STREET
OWNER: HELEN ROZDAL
PARCEL 12



TEMPORARY EASEMENT FOR CONSTRUCTION
BLOCK 119 OF MAHONEY ADDITION
SE 1/4, SEC. 25, T2N, R7E, BHM
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
OWNER: HELEN ROZDAL

FEBRUARY 2009

Surveyed By: FMG, INC.
Date: 1/08-2/08
Drawn By: KJS
Checked By: DW
Location:
SE 1/4 SECTION 25,
T2N, R7E, BHM



FMG, Inc.

3700 Sturgis Road
Rapid City, SD 57702-0317
(605) 342-4105 FAX (605) 342-4222
www.fmgengineering.com

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P 1648(03) CITY: Rapid City PARCEL NO: 13
 This agreement made and entered into this day of , 2009
 by and between Rapid City acting by and through the City Council
 City Commission/Council, hereinafter referred to as CITY, and Helen Rozdal
 , whose postal address is 601 Lemmon Avenue, Rapid City,
South Dakota, 57701, hereinafter referred to as DONOR.

WHEREAS, CITY needs the following easements for construction, operation and maintenance of a highway:
 Perpetual Easement:

Temporary Easement: "Exhibit A" Temporary Easement for Construction
Block 120 of Mahoney Addition in the southeast ¼ of
Section 25, Township 2 North, Range 7 East, Black Hills Meridian
between station 16+84.01 to 17+04.41, 1006 sq. ft. more or less.
This easement shall be effective from date of signing to December 31, 2010.

NOW THEREFORE, DONOR understands his/her right to have an appraisal prepared and his/her right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. DONOR does hereby voluntarily grant and donate to CITY, for and in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited PROJECT.

Stipulations of conditional donation: Salvage Cleaners for property
owner.

DONOR agrees that the erection of fences, structures or obstacles within the perpetual easement will not be permitted.

DONOR grants permission to CITY or CITY'S agent to enter upon above described easement upon approval of this AGREEMENT.

The perpetual easement shall be in effect until the highway is abandoned by proper action of the Rapid City City Commission/Council and the temporary easement shall be in effect until construction of the project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

Attest:
 City Finance Officer

By: Helen Rozdal
 Donor

By:
 Mayor

By:
 Donor

STATE OF South Dakota

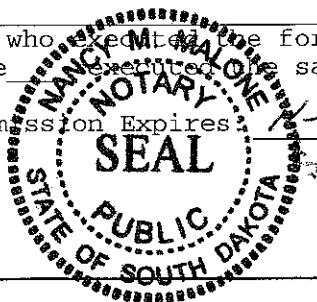
COUNTY OF Pennington

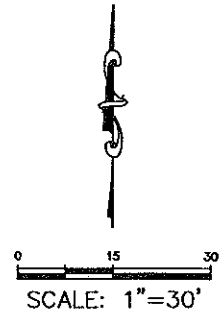
On this 16th day of MARCH in the year of 2009, before me, Nancy M. Malme, a Notary Public within and for said County and State, personally appeared HELEN ROZDAL BACK

 known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same for the purpose therein stated.

My Commission Expires 4-10-14

Nancy M. Malme
 Notary Public



"EXHIBIT A"

**BLOCK 120 OF
MAHONEY ADDITION**
ADDRESS: 204 ANAMOSA STREET
OWNER: HELEN ROZDAL
PARCEL 13

STATION: 17+04.41
OFFSET: 119.64'L

STATION: 16+94.41
OFFSET: 119.72'L

STATION: 16+94.18
OFFSET: 93.12'L

STATION: 16+84.18
OFFSET: 93.20'L

STATION: 16+84.01
OFFSET: 72.20'L

STATION: 16+94.01
OFFSET: 72.12'L

STATION: 16+93.73
OFFSET: 40.03'L

STATION: 17+03.73
OFFSET: 40.03'L

MIDWAY STREET

ANAMOSA STREET

16+00

17+00

TEMPORARY EASEMENT FOR CONSTRUCTION
BLOCK 120 OF MAHONEY ADDITION
SE 1/4, SEC. 25, T2N, R7E, BHM
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
OWNER: HELEN ROZDAL

FEBRUARY 2009

Surveyed By: FMG, INC.
Date: 1/06-2/08
Drawn By: KJS
Checked By: DW
Location:
SE 1/4 SECTION 25,
T2N, R7E, BHM



FMG, Inc.

3700 Sturgis Road
Rapid City, SD 57702-0317
(605) 342-4105 FAX (605) 342-4222
www.fmgengineering.com

Item #21

"EXHIBIT A"

0 15 30

SCALE: 1"=30'

MIDWAY STREET

LOT B OF BLOCK 121
OF MAHONEY ADDITION
ADDRESS: 142 ANAMOSA STREET
OWNER: MARIE CAMPING
PARCEL 15

STATION: 18+31.01
OFFSET: 64.23'L

STATION: 18+51.01
OFFSET: 64.27'L

20'

25'

STATION: 18+31.06
OFFSET: 39.30'L

STATION: 18+51.06
OFFSET: 39.32'L

ANAMOSA STREET

18+00

19+00

TEMPORARY EASEMENT FOR CONSTRUCTION
LOT B OF BLOCK 121 OF MAHONEY ADDITION
SE 1/4, SEC. 25, T2N, R7E, BHM
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
OWNER: MARIE CAMPING

FEBRUARY 2009

Surveyed By: FMG, INC.
Date: 1/08-2/08
Drawn By: KJS
Checked By: DW
Location:
SE 1/4 SECTION 25,
T2N, R7E, BHM



FMG, Inc.

3700 Sturgis Road
Rapid City, SD 57702-0317
(605) 342-4105 FAX (605) 342-4222
www.fmgengineering.com

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P 1648(03) CITY: Rapid City PARCEL NO: 18
 This agreement made and entered into this 14th day of July, 2009
 by and between Rapid City acting by and through the City Council
City Commission/Council, hereinafter referred to as CITY, and Black Hills
Power and Light Co., whose postal address is P0 Box 1400, Rapid City
South Dakota, 57709, hereinafter referred to as DONOR.

WHEREAS, CITY needs the following easements for construction, operation and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: "Exhibit A" Temporary Easement for Construction
Lots 45-46 of Block 6 of Millard Addition
in the southeast ¼ of Section 25, Township 2 North, Range 7 East, Black
Hills Meridian between station 8+01.00 TO 8+79.96, 1485 sq. ft. more or
less.

This easement shall be effective from date of signing to December 31, 2010.

NOW THEREFORE, DONOR understands his/her right to have an appraisal prepared and his/her right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. DONOR does hereby voluntarily grant and donate to CITY, for and in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited PROJECT.

Stipulations of conditional donation: Install new manhole for water
service pit and grade property to drainage towards Anamosa Street.

DONOR agrees that the erection of fences, structures or obstacles within the perpetual easement will not be permitted.

DONOR grants permission to CITY or CITY'S agent to enter upon above described easement upon approval of this AGREEMENT.

The perpetual easement shall be in effect until the highway is abandoned by proper action of the Rapid City City Commission/Council and the temporary easement shall be in effect until construction of the project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

Attest: _____
 City Finance Officer

By: Ted Massey
 Donor
Director Electric Operations

By: _____
 Mayor

By: _____
 Donor

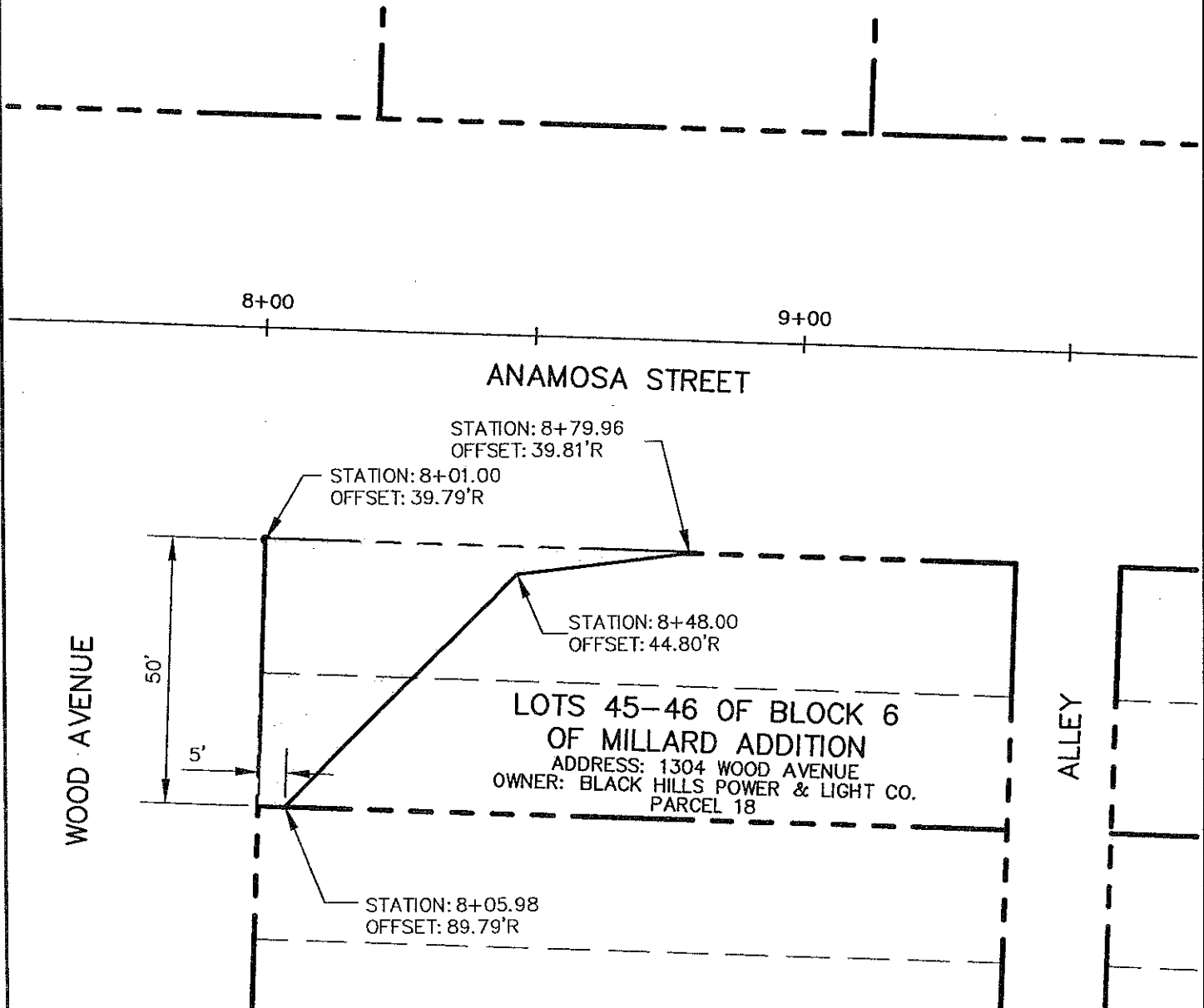
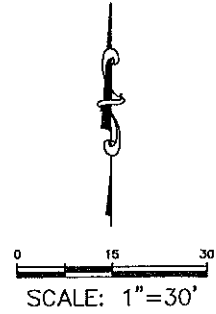
STATE OF South Dakota

COUNTY OF Pennington

On this 14th day of July in the year of 2009, before me, Ted Massey Coral A Messana, a Notary Public within and for said County and State, personally appeared Ted Massey known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same for the purpose therein stated.

My Commission Expires: 22 October 2011

Coral A Messana
 Notary Public

"EXHIBIT A"

TEMPORARY EASEMENT FOR CONSTRUCTION
LOTS 45-46 OF BLOCK 6 OF MILLARD ADDITION
 SE 1/4, SEC. 25, T2N, R7E, BHM
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA
 OWNER: BLACK HILLS POWER & LIGHT CO.

FEBRUARY 2008

Surveyed By: FMG, INC.
 Date: 1/06-2/06
 Drawn By: KJS
 Checked By: DW
 Location: SE1/4 SECTION 25,
T2N, R7E, BHM

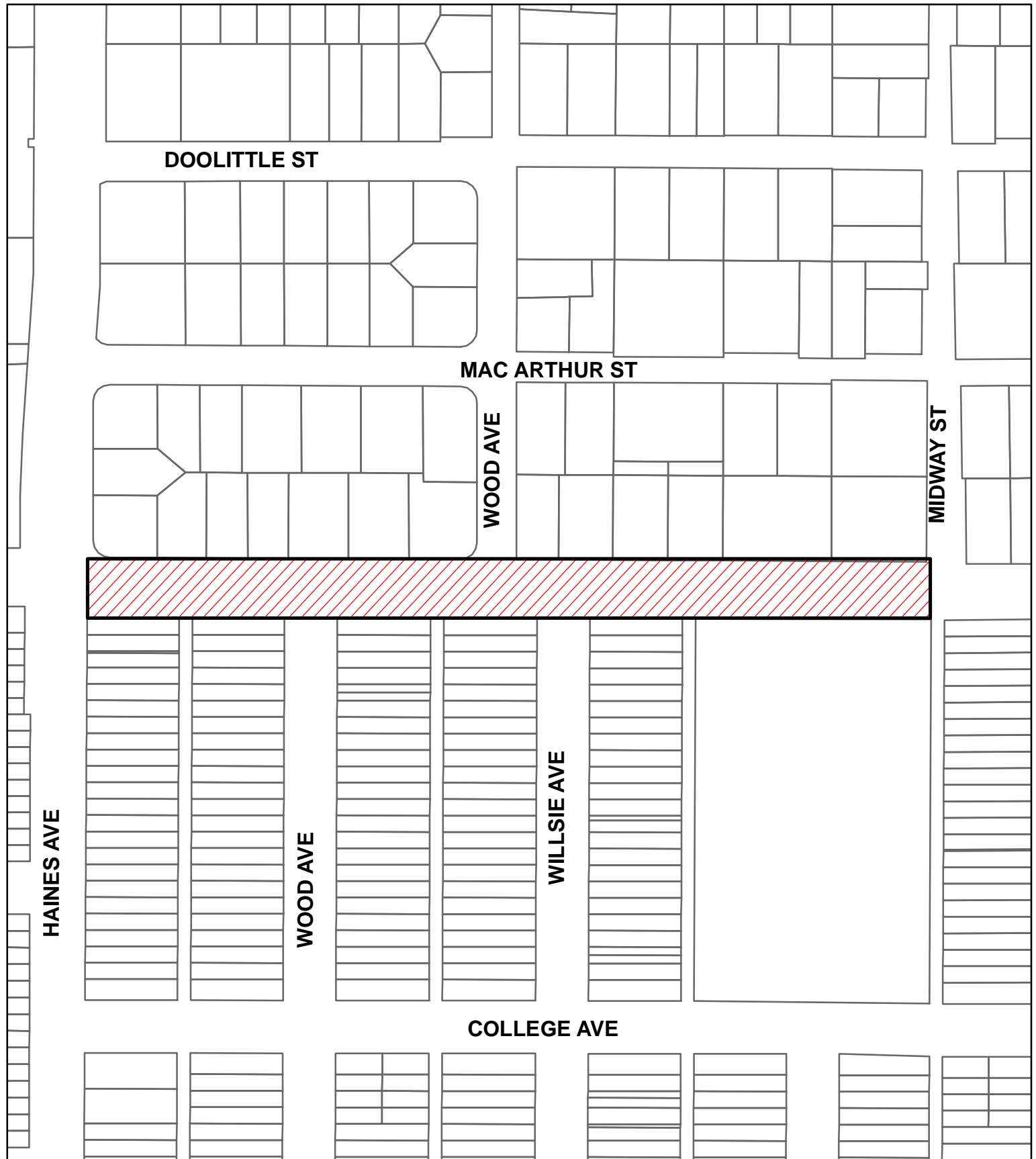


F M G, Inc.

3700 Sturgis Road
 Rapid City, SD 57702-0317
 (605) 342-4105 FAX (605) 342-4222
 www.fmgengineering.com

EXHIBIT "A"

PW120109-20



ANAMOSA ST. RECONSTRUCTION PHASE 2
PROJECT NO. SSW07-1472 CIP # 50519