

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

9/8/10 MCS

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, CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street, Rapid City, South Dakota, 57701, Grantor, hereby grants to BLACK HILLS POWER, INC., a South Dakota corporation, 625 Ninth Street, P.O. Box 1400, Rapid City, South Dakota, 57709, the Grantee, a permanent utility easement in, on, over, under, and across the following described real property:

A portion of the Northeast Quarter (NE¼) of the MJK Subdivision, less Lots H3, H5, and right of way; the East Half of the Northwest Quarter (E½NW¼), less part of the MJK Subdivision, less Lot Two (2), and less right of way, located in Section Nineteen (19), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota, as more fully described on Exhibit "A", attached hereto and incorporated herein by reference.

This easement grants to the Grantee the right to construct, operate, maintain, alter, inspect, remove, upgrade, enhance, and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and an electrical power line with poles, wires, and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefor.

Grantee shall be solely responsible for the cost of repair, relocation or replacement of their electrical power system or any part thereof in the event that the Grantor deems it necessary to move the easement, or in the event that damage or repairs to the Grantor's underlying water main results in damage to the Grantee's electrical power system or any part thereof.

DATED this ____ day of _____, 2010.

CITY OF RAPID CITY

By: _____
Alan Hanks, Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2010, before me, the undersigned officer, personally appeared Alan Hanks and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Agreement Consenting to Assessed Project for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)

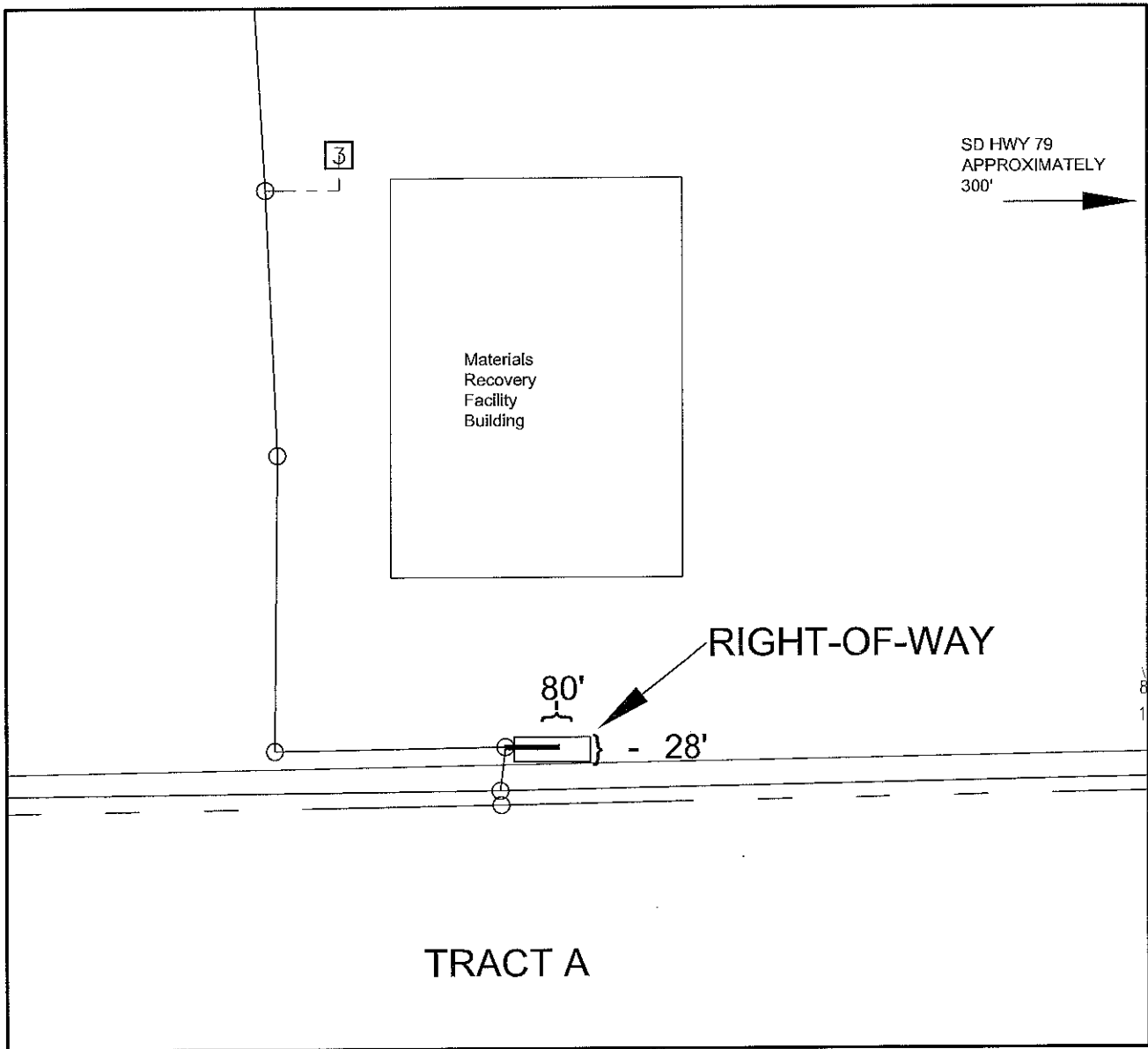
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EXHIBIT "A"

The real estate referred to is specifically described as follows:



NE1/4 Less part of the MJK subdivision, Less Lots H3, H5 & ROW; E1/2NW1/4 Less Part of the MJK Subdivision Less Lot 2 & Less ROW. Located in Section 19, Township 1N, Range 8E, BHM, Pennington County, South Dakota



NOTE: The centerline of the powerline as constructed is the centerline of the easement.

Prepared By: Louis Schwengler
Black Hills Power, Inc.
P.O. Box 1400
Rapid City, SD 57709
605-721-3200

WO# 96833 RIGHT-OF-WAY PERMIT - OH/UG CORPORATION

I, or We City of Rapid City, in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, hereby grants to BLACK HILLS POWER, INC. having its principal place of business and post office address at 625 Ninth Street, P.O. Box 1400, Rapid City, South Dakota 57709, its successors and assigns, a perpetual right-of-way and easement to construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and an electrical power line with poles, wires and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefore, together with the power to extend to any communications company the right to use any pole or trench placed pursuant to the provisions hereof, upon, over and across that certain piece of real estate hereinafter described, together with the right to cut, trim, or remove from said right-of-way any brush, trees, stumps, or roots where necessary to secure a clearance from the conductors of at least 10 feet on each side of the outside conductor(s). This easement shall run with the land. The centerline of the powerline as constructed is the center line of the easement. The real estate above referred to is specifically described as follows:

NE1/4 Less part of the MJK subdivision, Less Lots H3, H5 & ROW; E1/2NW1/4 Less Part of the MJK Subdivision Less Lot 2 & Less ROW. Located in Section 19, Township 1N, Range 8E, BHM, Pennington County, South Dakota
SEE EXHIBIT "A"

The foregoing right is granted upon the express condition that Black Hills Power, Inc. will assume liability for all damage to the hereinbefore described property caused by said Black Hills Power, Inc. failure to use due care in its exercise of the granted right.

Dated this _____ day of _____, 20____. Signed: _____
[Corporate Seal]
Signed: _____

STATE OF: _____ COUNTY OF: _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ and _____, who acknowledged themselves to be the _____ and _____ respectively, of the City of Rapid City, and at that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as such officers.

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

My Commission Expires _____ (Seal)

Notary Public

DO NOT WRITE OR MAKE ANY MARKS BELOW THIS LINE