

right of way any brush, trees, stumps, or roots where necessary to secure a clearance from the conductors of at least twenty-five (25) feet on each side of the center line of said right of way.

The foregoing easement is granted upon the express condition that Black Hills Power, Inc. will assume liability for any and all injuries or damage caused by the Grantee's failure to use due care in its exercise of the rights granted.

DATED this ____ day of _____, 2011.

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 _____, 2011, 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:

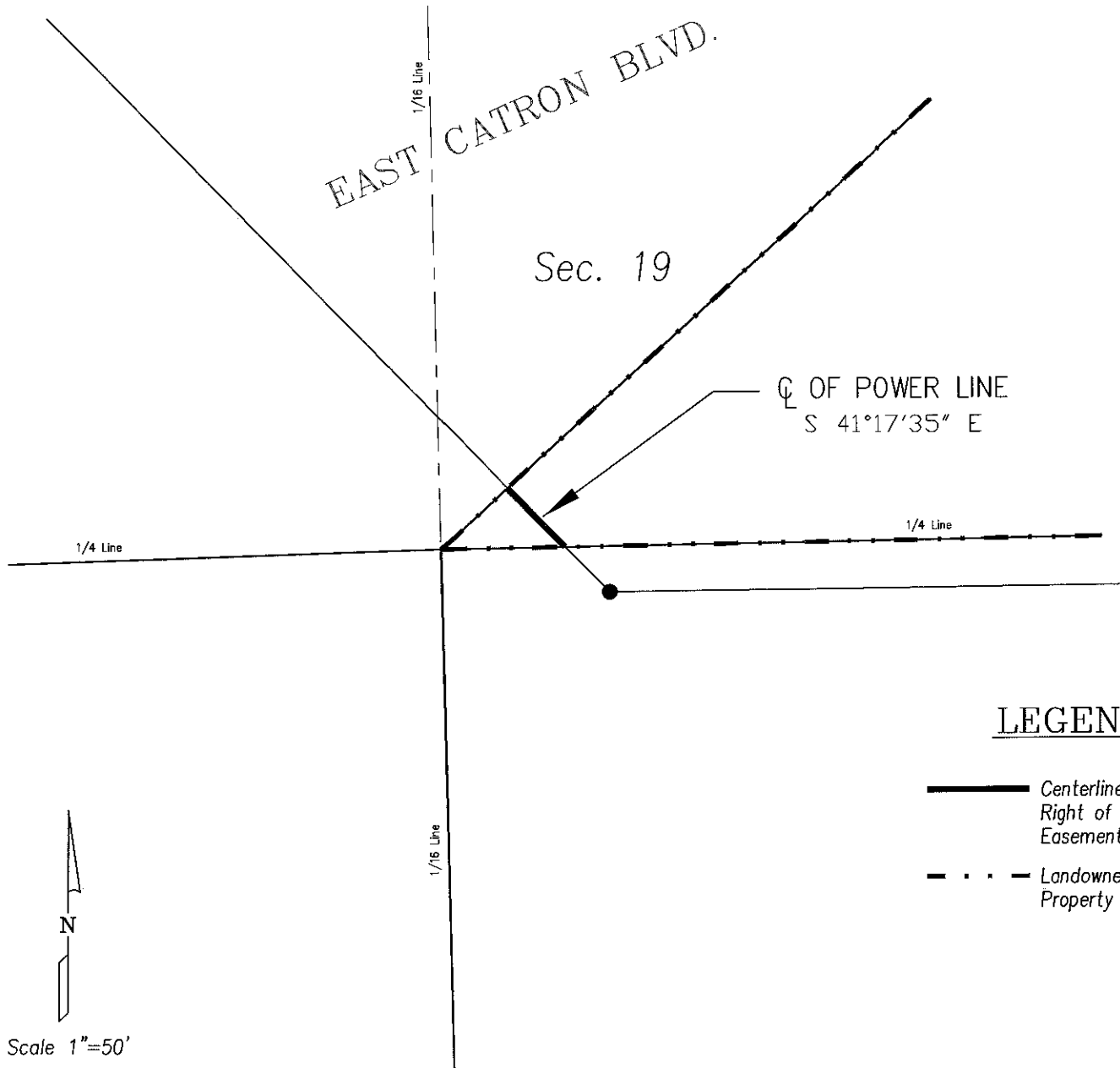
(SEAL)

**RIGHT OF WAY EASEMENT
BLACK HILLS POWER INC.**

PW053111-15

That portion of the Northeast One-Quarter and the
East Half of the Northwest Quarter (NE1/4 and E1/2 NW1/4)
lying Southeast of the highway right-of-way in
Section 19, Township 1 North, Range 8 East, B.H.M.
Pennington County, South Dakota

Owner (s): City of Rapid City



LEGEND

- Centerline of 60' Right of Way Easement
- - - Landowner Property Line

All distances herein are considered to be more or less.

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

Exhibit A

Item #18

