

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

WEN
3-6-15

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, the 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 ten feet (10') in width in, on, over, under, and across the following described real property:

A portion of Tracts Six (6) and Seven (7), Rapid City Greenway Tracts, located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section Nine (9), the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Three (3), and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Four (4), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

This easement grants to the Grantor the right to survey, 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 associated equipment, together with the power to extend to any communications company the

right to use any trench placed pursuant to the provisions hereof, with the right of ingress and egress, together with the right to cut, trim, or remove any brush, trees, stumps, or roots where necessary within said easement, to secure a clearance of ten feet (10') from the conductors.

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 _____, 2015.

CITY OF RAPID CITY

By: _____
Sam Kooiker, Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this the _____ day of _____, 2015, before me, the undersigned officer, personally appeared Sam Kooiker 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 instrument 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

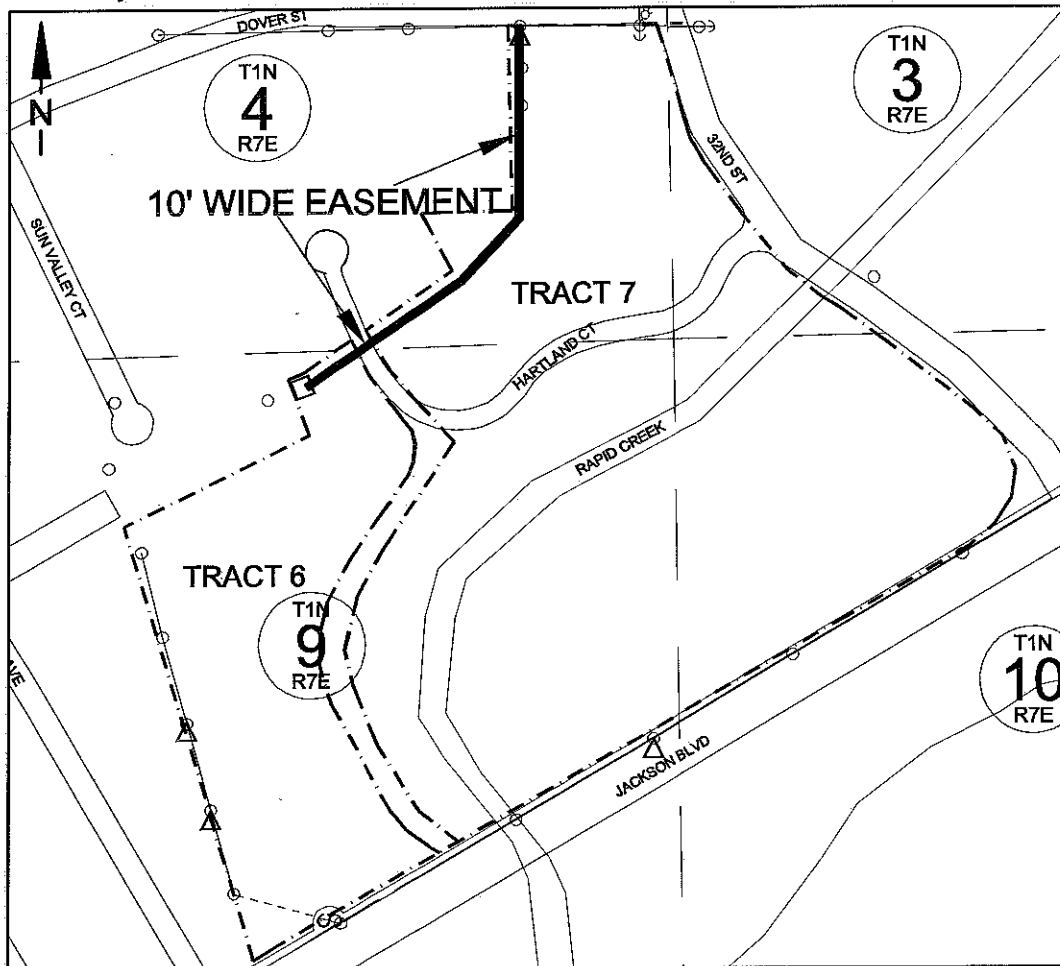
My Commission Expires:

(SEAL)

EXHIBIT "A"

The real estate referred to is specifically described as follows:

A portion of Tracts Six (6) and Seven (7), Rapid City Greenway Tracts, Located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4), Section Nine (9), The South Half of the Southwest Quarter (S1/2SW1/4) of Section Three (3), and the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Four (4), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota, as more fully described on Exhibit "A", attached hereto and incorporated herein by reference.



NOTE: The centerline of the powerline as constructed is the centerline of the easement.
Drawing not to scale