EASEMENT FOR POWER TRANSMISSION LINE
WITH DISTRIBUTION UNDER-BUILD

The CITY OF RAPID CITY, a municipal corporation of 300 Sixth Street, Rapid City, SD 57701, Grantor, in consideration of the sum of $1.00, receipt of which is hereby acknowledged, hereby grants to BLACK HILLS POWER, INC., a South Dakota corporation, d/b/a Black Hills Energy, having its principal place of business and post office address at 625 9th Street, P. O. Box 1400, Rapid City, South Dakota 57709-1400, Grantee, its successors and assigns, a perpetual easement, to be 30 feet in width, to construct, operate, maintain, repair, alter, inspect, remove, upgrade, up-rate, enhance, and replace an electric transmission power line with distribution under-build with poles, wires, and associated equipment, and all necessary attachments and appurtenances, with the right of ingress and egress therefor, together with the power to extend to any communications company the right to use any pole placed pursuant to the provisions hereof, said easement being upon, over and across the following described real property:

NE¼ less MJK Subdivision, less Lots H3, H5, and public right-of-way; and E½NW¼ less MJK Subdivision, less Lot H2 and public right-of-way; all in Section 19, T1N, R8E, B.H.M., Rapid City, Pennington County, South Dakota, as more particularly shown on Exhibit A, attached hereto and incorporated herein by this reference.

The location of this easement follows the general course as set forth on Exhibit A. The within grant shall include the right to trim and remove any trees along said lines where necessary to secure a clearance of at least 20 feet from the conductors; the right to install and maintain anchors and guy wires when reasonably necessary; and the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement. The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by its failure to use due care in the exercise of the right granted hereunder.

Subject to the limitations identified within this easement, Grantor, its successors and assigns may use this right-of-way for any and all lawful purposes not inconsistent with this easement. If the Grantee should at a later time abandon the line and easement, the Grantee shall remove all of its property from the easement and all rights hereunder shall cease.

[Signature page follows]
Dated this ____ day of __________________, 20__.  

CITY OF RAPID CITY  

By _____________________________________________  

Steve Allender, Mayor  

Attest  

______________________________________________  

Pauline Sumption, Finance Officer  

(seal)  

State of South Dakota )  

) ss.  

County of Pennington )  

On this the ____ day of ____________________, 20__, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, and acknowledged that as such Mayor and Finance Officer, being authorized so to do, they executed the foregoing instrument for the purposes therein contained.  

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

(seal)  

Notary Public – South Dakota  
My Commission Expires ____________________