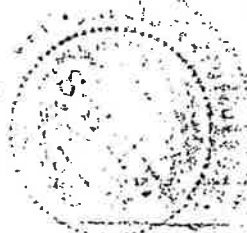


370 300

RIGHT OF WAY DEED

We, Deadbroke Mining Co., a Corporation, in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, hereby grants to BLACK HILLS POWER AND LIGHT COMPANY, a Corporation, of Rapid City, S. D. Post Office its successors and assigns, a perpetual right of way and easement to construct, operate, and maintain an electric power line with poles, wires, and all necessary appurtenances, with the right of ingress and egress therefor, together with the power to extend to any telephone company the right to use, jointly with the grantees, any pole placed pursuant to the provisions hereof, upon, over and across that certain piece of real estate hereinafter described, together with the right to trim any trees along said lines where necessary to secure a clearance of at least 20 feet on each side of the center line of said right of way for the conductors.

The real estate above referred to is specifically described as follows: The Persian Tr. MS. 1912 and the Stratton MS. 1652 located in Section 12, Township 7 North, Range 2 East, B.H.M., Lawrence County, South Dakota.



231038  
Office of Register of Deeds  
State of South Dakota  
County of Lawrence  
Filed for record this 30 day  
of Sept 1964 at 3:37 o'clock  
P.M. Recorded in Book No. 370  
Page 390  
Michael D. Parker  
Register of Deeds  
By Ruby R. Smith Deputy  
Fee \$1.00

Trees to be cleared by Deadbroke Mining Company.  
The foregoing right is granted upon the express condition that the Power Company will assume liability for all damage to the hereinbefore described property caused by said Company's failure to use due care in its exercise of the granted right.

Dated this 29th day of September, 1964. DEADBROKE MINING COMPANY

ATTEST:  
Robert D. Jensen  
Secretary  
(Corporate Seal)

By Alvin L. Schuchardt  
President

STATE OF SOUTH DAKOTA  
COUNTY OF Lawrence

On this 29th day of September, 1964, before me, the undersigned officer, personally appeared Alvin L. Schuchardt and Gerald L. Jensen who acknowledged themselves to me to be the President and Secretary, respectively, of the Deadbroke Mining Company, a Corporation, and 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.



Blanche P.  
Notary Public

EASEMENT

THIS EASEMENT made and entered into this 21 day of December, 1978, by and between Matland Slopes Company, Inc., a South Dakota corporation, and Deadbrooke Mining Company, Inc., a South Dakota corporation, hereinafter referred to as Grantors, and Deadbrooke Mining Company, Inc., a South Dakota corporation, hereinafter referred to as Grantee.

For and in consideration of the sum of One Dollar and other good and valuable considerations, the grantors hereby grant to the grantee the right to use as means of ingress and egress to and from grantee's land located Southeast of Lot 116 in M.S. 1812 and M.S. 1654 in Lawrence County, South Dakota, all present roads and trails located across said Lot 116 in M.S. 1812 and M.S. 1654, Lawrence County, South Dakota.

This easement shall be binding upon the parties heirs, Executors and assigns.

In Witness Whereof the parties have hereunto set their hands and seals the day and year first above written.

Matland Slopes Company, Inc.

Attest:

By Clayton Pummel  
Clayton Pummel, President

L. W. Schuchardt, Secretary  
(Corporate Seal)

Deadbrooke Mining Company, Inc.

Attest:

By L. W. Schuchardt  
L. W. Schuchardt, President

Sary R. Richards for secretary  
Gerald L. Jensen

State of South Dakota ) ss  
County of Lawrence )

On this 21 day of December, 1978, before me, the undersigned officer, personally appeared Clayton Pummel known to me to be the president of Matland Slopes Company, Inc., a South Dakota Corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

SEN-1

My commission expires 12/31/81



Easement

Page Two

State of South Dakota )  
County of Lawrence )

On this 22 day of December, 1978, before me, the undersigned officer, personally appeared L. W. Schuchardt, known to me to be the president of Deadbreak Mining Company, Inc., a South Dakota Corporation, and that he, as such president being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

(Seal)

My commission expires: 12/31/79

Doc No 19-131

1978 DEC 22 11 00 AM '79

NOTARY PUBLIC  
STATE OF S. DAKOTA

This document was prepared by:  
Seward & Odenbach, P.C.  
Attorneys and Counselors at Law  
1230 North Avenue, Suite 8  
Spearfish, South Dakota 57783  
605-642-2622

### PRIVATE EASEMENT AND RIGHT-OF-WAY

Comes now HOMES IN THE HILLS, L.L.C., a South Dakota limited liability company, of P.O. Box 101, Spearfish, South Dakota 57783, hereinafter referred to as "grantor", and in consideration of One Dollar (\$1.00) and other good and valuable consideration, hereby grants, sells, assigns and conveys to OLD TOBOGGAN HILL HOMEOWNERS ASSOCIATION, of 20593 Maitland Road, Lead, South Dakota 57754, hereinafter referred to as "grantee", the singular to include the plural, a perpetual, non-exclusive 40' dedicated public access and utility easement and right-of-way over and across the following described real property for ingress and egress as an emergency roadway through the above subdivision, to-wit:

Lot 10 Tract A of Old Toboggan Hill Subdivision, a Subdivision of Grey Eagle, Volunteer, Commercial No. 2, M.S. 1652, Florence, M.S. 1812 and Lot 5 of Hansen Subdivision of M.S. 1652 and M.S. 1812; portions of Maid of Erin Fraction and Commercial, M.S. 1652 and Rowenna No. 1 M.S. 1812, all located in the S½ of Section 12 and the N½ of Section 13, T5N, R2E, B.H.M., Lawrence County, South Dakota, according to the plat filed in the office of the Lawrence County Register of Deeds as Document No. 2007-00839.

This continuing easement and right-of-way is subject to the following terms and conditions:

1. The easement shall be 40 feet in width.
2. The easement is perpetual and shall run with the land. The above described land shall be the servient estate and the easement shall run for the benefit of the following described property, as the dominant estate:

Tract A of Old Toboggan Hill Subdivision, a Subdivision of Grey Eagle, Volunteer, Commercial No. 2, M.S. 1652, Florence, M.S. 1812 and Lot 5 of Hansen Subdivision of M.S. 1652 and M.S. 1812; portions of Maid of Erin Fraction and Commercial, M.S. 1652 and Rowenna No. 1 M.S. 1812, and a 40' Public Access and Utility Easement through Lot 6 of Hansen Subdivision of M.S. 1652 and M.S. 1812, all located in the S½ of Section 12 and the N½ of Section 13, T5N, R2E, B.H.M., Lawrence County, South Dakota.

3. Grantors retain all rights to run utilities and roads over and along the easement.

4. Grantee shall indemnify and hold grantors harmless from and against any and all claims of liability from any injury or damage of any person or property arising from grantee's use of the premises, or from the conduct of grantee's business, or from any activity, work or thing done, permitted or suffered by grantee in or about the premises or elsewhere. Grantee shall further indemnify and hold harmless grantors from and against any and all claims arising from any negligence of grantee or grantee's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding in respect to claims regarding the use of the easement. Grantee, upon notice from grantors, shall defend the same at grantee's expense by counsel satisfactory to grantors. Grantee, as a material part of consideration to grantors, hereby assumes all risk of damage to property or injuries to persons, in, upon or about the premises arising from any cause in respect to use of this easement and grantee hereby waives all claims in respect thereof against grantors.

5. Grantee shall have the right to cut, trim or remove from said right-of-way any rocks, brush, trees, stump or roots to secure proper clearance.

Dated this 23rd day of August, 2007.

HOMES IN THE HILLS, L.L.C.

By: Roger Riley  
Roger Riley  
Its Member

STATE OF SOUTH DAKOTA )

COUNTY OF LAWRENCE )

On this, the 23rd day of Aug, 2007, before me, the undersigned officer, personally appeared Roger Riley who acknowledged himself to be the member of Homes in the Hills, L.L.C., a limited liability company, and that he, as such member, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as member.

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

Marianne Wilczynski  
Notary Public

**My commission expires:**

(Seal)  
7,428

MARIANNE WILLIAMS, Notary Public  
Lawrence County, South Dakota  
My Commission Expires  
August 14, 2009