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# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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POST-EFFECTIVE AMENDMENT NO. 2  
TO

## FORM S-3

REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

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### BLACK HILLS CORPORATION

(Exact name of registrant as specified in its charter)

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**South Dakota**  
(State or other jurisdiction of  
incorporation or organization)

**46-0458824**  
(I.R.S. Employer  
Identification Number)

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**625 Ninth Street  
Rapid City, South Dakota 57701  
(605) 721-1700**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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### BLACK HILLS POWER, INC.

(Exact name of registrant as specified in its charter)

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**South Dakota**  
(State or other jurisdiction of  
incorporation or organization)

**46-0111677**  
(I.R.S. Employer  
Identification Number)

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**625 Ninth Street  
Rapid City, South Dakota 57701  
(605) 721-1700**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Steven J. Helmers, Esq.  
Senior Vice President - General Counsel  
625 Ninth Street  
Rapid City, South Dakota 57701  
(605) 721-2303**

(Name, address, including zip code, and telephone number, including area code, of agent for service for each registrant)

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#### WITH COPIES TO:

**Robert J. Melgaard, Esq.  
Mark D. Berman, Esq.**  
Conner & Winters, LLP  
4000 One Williams Center  
Tulsa, Oklahoma 74172  
(918) 586-5711  
(918) 586-8548 (Facsimile)

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**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this registration statement.

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If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the Registrants are a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one)

**Black Hills Corporation:**

Large accelerated filer <input checked="" type="checkbox"/>	Accelerated filer <input type="radio"/>	Non-accelerated filer <input type="radio"/> (Do not check if a smaller reporting company)	Smaller reporting company <input type="radio"/>
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**Black Hills Power, Inc.:**

Large accelerated filer <input type="radio"/>	Accelerated filer <input type="radio"/>	Non-accelerated filer <input checked="" type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company <input type="radio"/>
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**EXPLANATORY NOTE**

The sole purpose of this Post-Effective Amendment No. 2 on Form S-3 is to file exhibits to the Registration Statement, as shown in Item 16 of Part II below.

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**PART II**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution.**

All amounts, which are payable by the Registrants, are estimates.

SEC registration fee	\$	*
Legal fees and expenses		150,000
Accounting fees and expenses		110,000
Printing and shipping expenses		40,000
Trustee's and transfer agent's fees and expenses		10,000
Miscellaneous		5,000
Total	\$	<u>315,000</u>

\* Deferred in accordance with Rules 456(b) and 457(r) of the Securities Act of 1933.

**Item 15. Indemnification of Directors and Officers.**

**Black Hills Corporation**

Section 47-1A-851 of the South Dakota Codified Laws allows a corporation to indemnify any person who was, is, or is threatened to be made a defendant or respondent to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative and whether formal or informal, by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity, against judgments, settlements, penalties, fines and reasonable expenses (including attorneys' fees) incurred by that person in connection with such action, suit or proceeding if that person acted in good faith and in a manner that person reasonably believed to be, in the case of conduct in an official capacity, in the best interests of the corporation, and in all other cases, at least not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. Unless ordered by a court, the corporation may not indemnify a director (a) in respect of a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct in Section 47-1A-851, or (b) in connection with any proceeding with respect to conduct for which the director was adjudged liable on the basis that the director received a financial benefit to which the director was not entitled, whether or not involving action in the director's official capacity.

Black Hills Corporation's Bylaws provide that it shall indemnify any person who was or is a party or is threatened to be made a party to any

threatened, pending or completed action, suit or proceeding, including all appeals, by reason of the fact that such person is or was serving or has agreed to serve as a director or officer of Black Hills Corporation or at its request of another corporation or entity, who acted in good faith and in a manner which such person reasonably believed to be within the scope of such person's authority and in, or not opposed to, Black Hills Corporation's best interests, and, with respect to any criminal action or proceeding, the person had no reasonable cause to believe their conduct was unlawful, against liability incurred by such person in connection with the defense or settlement of such action or suit and any appeal therefrom. With respect to proceedings by or in Black Hills Corporation's right to procure judgment in our favor, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to Black Hills Corporation unless and only to the extent that the court in which such action or suit was brought shall determine that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to

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indemnity. In addition, Black Hills Corporation has entered into specific agreements with its directors and officers providing for indemnification of such persons under certain circumstances.

Black Hills Corporation's Restated Articles of Incorporation also eliminate the personal liability of its directors for monetary damages for breach of their fiduciary duty as directors. This provision, however, does not eliminate a director's liability (a) for any breach of the director's duty of loyalty to Black Hills Corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for unlawful distributions by directors in violation of the South Dakota Codified Laws, or (d) for any transaction for which the director derived an improper personal benefit.

Black Hills Corporation carries directors' and officers' liability insurance to insure its directors and officers against liability for certain errors and omissions and to defray costs of a suit or proceeding against an officer or director.

Any underwriting agreement entered into in connection with the sale of securities offered by this registration statement will provide for indemnification of Black Hills Corporation, its directors and its officers for some liabilities, including liabilities under the Securities Act of 1933, as amended.

#### **Black Hills Power, Inc.**

Section 47-1A-851 of the South Dakota Codified Laws allows a corporation to indemnify any person who was, is, or is threatened to be made a defendant or respondent to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative and whether formal or informal, by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity, against judgments, settlements, penalties, fines and reasonable expenses (including attorneys' fees) incurred by that person in connection with such action, suit or proceeding if that person acted in good faith and in a manner that person reasonably believed to be, in the case of conduct in an official capacity, in the best interests of the corporation, and in all other cases, at least not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. Unless ordered by a court, the corporation may not indemnify a director (a) in respect of a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct in Section 47-1A-851, or (b) in connection with any proceeding with respect to conduct for which the director was adjudged liable on the basis that the director received a financial benefit to which the director was not entitled, whether or not involving action in the director's official capacity.

Black Hills Power Inc.'s Bylaws provide that it shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, including all appeals, by reason of the fact that such person is or was serving or has agreed to serve as a director or officer of Black Hills Power, Inc. or at its request of another corporation or entity, who acted in good faith and in a manner which such person reasonably believed to be within the scope of such person's authority and in, or not opposed to, Black Hills Power Inc.'s best interests, and, with respect to any criminal action or proceeding, the person had no reasonable cause to believe their conduct was unlawful, against liability incurred by such person in connection with the defense or settlement of such action or suit and any appeal therefrom. With respect to proceedings by or in Black Hills Power Inc.'s right to procure judgment in our favor, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to Black Hills Power, Inc. unless and only to the extent that the court in which such action or suit was brought shall determine that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity. In addition, Black Hills Corporation, the parent of Black Hills Power, Inc., has entered into specific agreements with Black Hills Power, Inc.'s directors and officers providing for indemnification of such persons under certain circumstances.

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Black Hills Power, Inc.'s Restated Articles of Incorporation also eliminate the personal liability of its directors for monetary damages for breach of their fiduciary duty as directors. This provision, however, does not eliminate a director's liability (a) for any breach of the director's duty of loyalty to Black Hills Power, Inc. or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for unlawful distributions by directors in violation of the South Dakota Codified Laws, or (d) for any transaction from which the director derived an improper personal benefit.

Black Hills Corporation, the parent of Black Hills Power, Inc., carries directors' and officers' liability insurance to insure its directors and officers and its subsidiaries' directors and officers against liability for certain errors and omissions and to defray costs of a suit or proceeding against an officer or director.

Any underwriting agreement entered into in connection with the sale of securities offered by this registration statement will provide for indemnification of Black Hills Power, Inc., its directors and its officers for some liabilities, including liabilities under the Securities Act of 1933, as amended.

#### **Item 16. Exhibits.**

The following is a list of all exhibits filed as a part of this Registration Statement on Form S-3, including those incorporated by reference herein.

<u>Exhibit Number</u>	<u>Description</u>
1.1*	Form of Underwriting Agreement.
1.2	Underwriting Agreement dated October 22, 2009, among Black Hills Power, Inc. and RBC Capital Markets Corporation, RBS Securities Inc. and Scotia Capital (USA) Inc., acting for themselves and as representatives of the several underwriters.

- 4.1 Restated Articles of Incorporation of Black Hills Corporation (filed as an exhibit to its Annual Report on Form 10-K filed on March 16, 2005, and incorporated by reference herein).
- 4.2 Amended and Restated Bylaws of Black Hills Corporation dated January 30, 2009 (filed as an exhibit to its Current Report on Form 8-K filed on February 3, 2009, and incorporated by reference herein).
- 4.3 Indenture dated as of May 21, 2003, between Black Hills Corporation and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (filed as Exhibit 4.1 to the Black Hills Corporation's Quarterly Report on Form 10-Q filed on August 13, 2003, and incorporated by reference herein).
- 4.4 First Supplemental Indenture dated as of May 21, 2003, between Black Hills Corporation and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (filed as Exhibit 4.2 to Black Hills Corporation's Quarterly Report on Form 10-Q filed on August 13, 2003, and incorporated by reference herein).
- 4.5 Second Supplemental Indenture dated as of May 14, 2009, between Black Hills Corporation and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (filed as Exhibit 4 to Black Hills Corporation's Current Report on Form 8-K filed on May 14, 2009, and incorporated by reference herein).

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- 4.6 Form of Black Hills Corporation Senior Debt Security (included in Exhibit 4.3).
- 4.7 Form of Black Hills Corporation Indenture (Subordinated Debt Securities) (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.8 Form of Black Hills Corporation Subordinated Debt Security (included in Exhibit 4.7).
- 4.9 Form of Black Hills Corporation Stock Certificate for Common Stock, Par Value \$1.00 Per Share (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.10\* Form of Black Hills Corporation Deposit Agreement.
- 4.11\* Form of Black Hills Corporation Depository Receipt (included in Exhibit 4.10).
- 4.12 Form of Black Hills Corporation Warrant Agreement (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.13 Form of Black Hills Corporation Warrant Certificate (included in Exhibit 4.12).
- 4.14 Form of Black Hills Corporation Purchase Contract (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.15 Form of Black Hills Corporation Purchase Contract Certificate (included in Exhibit 4.14).
- 4.16 Restated Articles of Incorporation of Black Hills Corporation (now called Black Hills Power, Inc.) (previously filed as an exhibit to this Registration Statement).
- 4.17 Articles of Amendment to the Articles of Incorporation of Black Hills Corporation (now called Black Hills Power, Inc.) (previously filed as an exhibit to this Registration Statement).
- 4.18 Bylaws of Black Hills Corporation (now called Black Hills Power, Inc.) (previously filed as an exhibit to this Registration Statement).
- 4.19 Restated and Amended Indenture of Mortgage and Deed of Trust of Black Hills Corporation (now called Black Hills Power, Inc.) dated as of September 1, 1999 (previously filed as an exhibit to this Registration Statement).
- 4.20 First Supplemental Indenture, dated as of August 13, 2002, between Black Hills Power, Inc. and The Bank of New York Mellon (as successor to JPMorgan Chase Bank), as Trustee (previously filed as an exhibit to this Registration Statement).
- 4.21 Second Supplemental Indenture, dated as of October 27, 2009, between Black Hills Power, Inc. and The Bank of New York Mellon, as Trustee.
- 5.1 Opinion of Steven J. Helmers regarding the legality of the Black Hills Corporation securities (filed as an exhibit to its Registration Statement on Form

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- S-3 (No. 333-150669), and incorporated by reference herein).
- 5.2 Opinion of Conner & Winters, LLP regarding the legality of the Black Hills Corporation securities (filed as an exhibit to its Registration Statement on Form S-3 (No. 333-150669), and incorporated by reference herein).
- 5.3 Opinion of Steven J. Helmers regarding the validity of the Black Hills Power, Inc. First Mortgage Bonds (previously filed as an exhibit to this Registration Statement).
- 5.4 Opinion of Steven J. Helmers regarding the validity of the Black Hills Power, Inc. First Mortgage Bonds.
- 8\* Opinion of Conner & Winters, LLP regarding certain federal tax matters.

- 10.1 Restated and Amended Coal Supply Agreement for Neil Simpson II dated February 12, 1993 (previously filed as an exhibit to this Registration Statement).
- 10.2 Second Restated and Amended Power Sales Agreement dated September 29, 1997, between PacifiCorp and Black Hills Power, Inc. (previously filed as an exhibit to this Registration Statement).
- 10.3 Reserve Capacity Integration Agreement dated May 5, 1987, between Pacific Power & Light Company and Black Hills Power, Inc. (previously filed as an exhibit to this Registration Statement).
- 12.1 Statements Regarding Computation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Fixed Charges and Preferred Stock Dividends for Black Hills Corporation (previously filed as an exhibit to this Registration Statement).
- 12.2 Statements Regarding Computation of Ratio of Earnings to Fixed Charges for Black Hills Power, Inc (previously filed as an exhibit to this Registration Statement).
- 23.1 Consent of Deloitte & Touche LLP (relating to Black Hills Corporation financial statements) (previously filed as an exhibit to this Registration Statement).
- 23.2 Consent of Deloitte & Touche LLP (relating to Black Hills Power, Inc. financial statements) (previously filed as an exhibit to this Registration Statement).
- 23.3 Consent of Steven J. Helmers relating to Black Hills Corporation securities (included in Exhibit 5.1).
- 23.4 Consent of Conner & Winters, LLP relating to Black Hills Corporation securities (included in Exhibit 5.2).
- 23.5\* Consent of Conner & Winters, LLP (included in Exhibit 8).
- 23.6 Consent of Cawley, Gillespie & Associates, Inc. (previously filed as an exhibit to this Registration Statement).
- 23.7 Consent of Ralph E. Davis Associates, Inc. (previously filed as an exhibit to this Registration Statement).
- 23.8 Consent of Steven J. Helmers relating to Black Hills Power, Inc. First Mortgage

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- Bonds (included in Exhibit 5.3).
- 23.9 Consent of Steven J. Helmers relating to Black Hills Power, Inc. First Mortgage Bonds (included in Exhibit 5.4).
- 23.10 Consent of KPMG LLP (previously filed as an exhibit to this Registration Statement).
- 24.1 Power of Attorney relating to Black Hills Corporation signatories (filed as an exhibit to its Registration Statement on Form S-3 (No. 333-150669), and incorporated by reference herein).
- 24.2 Power of Attorney relating to the Black Hills Power, Inc. signatories (previously filed as an exhibit to this Registration Statement).
- 25.1 Statement of Eligibility on Form T-1 of Wells Fargo Bank, National Association (Black Hills Corporation Senior Debt Securities) (filed by Black Hills Corporation under electronic form type "305b2" on May 14, 2009, and incorporated by reference herein).
- 25.2\* Statement of Eligibility on Form T-1 of Trustee (Black Hills Corporation Subordinated Debt Securities).
- 25.3 Statement of Eligibility on Form T-1 of Trustee (Black Hills Power, Inc. First Mortgage Bonds) (previously filed as an exhibit to this Registration Statement).

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\* To be filed by amendment, as an exhibit to a Current Report on Form 8-K in connection with a specific offering, or with respect to a Statement of Eligibility on Form T-1 of Trustee, as a filing with the SEC under electronic form type "305b2".

**Item 17. Undertakings.**

- (a) Each of the undersigned Registrants hereby undertakes:
  - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
    - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
    - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
    - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however,* that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities

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Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining liability under the Securities Act of 1933 to any purchaser:

(A) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for purposes of determining liability of the Registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(b) Each of the undersigned Registrants hereby undertakes, that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new

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registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of each of the Registrants pursuant to the foregoing provisions, or otherwise, each Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, each Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(j) Each of the undersigned Registrants hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.

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## SIGNATURES

### Black Hills Corporation

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rapid City, State of South Dakota on October 26, 2009.

BLACK HILLS CORPORATION

By: /s/ David R. Emery  
David R. Emery  
Chairman of the Board, President  
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 2 to Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ David R. Emery</u> David R. Emery	Director, Chairman of the Board of Directors, President and Chief Executive Officer (Principal Executive Officer)	October 26, 2009
<u>/s/ Anthony S. Cleberg</u> Anthony S. Cleberg	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	October 26, 2009
<u>/s/ David C. Ebertz*</u> David C. Ebertz	Director	October 26, 2009
<u>/s/ Jack W. Eugster*</u> Jack W. Eugster	Director	October 26, 2009
<u>/s/ John R. Howard*</u> John R. Howard	Director	October 26, 2009
<u>/s/ Kay S. Jorgensen*</u> Kay S. Jorgensen	Director	October 26, 2009
<u>/s/ Stephen D. Newlin*</u> Stephen D. Newlin	Director	October 26, 2009

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<u>/s/ Gary L. Pechota*</u> Gary L. Pechota	Director	October 26, 2009
<u>/s/ Warren L. Robinson*</u> Warren L. Robinson	Director	October 26, 2009
<u>/s/ John B. Vering*</u> John B. Vering	Director	October 26, 2009
<u>/s/ Thomas J. Zeller*</u> Thomas J. Zeller	Director	October 26, 2009

\* By: /s/ David R. Emery  
David R. Emery,  
Attorney-in-Fact

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## SIGNATURES

### Black Hills Power, Inc.

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rapid City, State of South Dakota on October 26, 2009.

BLACK HILLS POWER, INC.

By: /s/ David R. Emery  
David R. Emery  
Chairman of the Board,  
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 2 to Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ David R. Emery</u> David R. Emery	Director, Chairman of the Board of Directors, and Chief Executive Officer (Principal Executive Officer)	October 26, 2009
<u>/s/ Anthony S. Cleberg*</u> Anthony S. Cleberg	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	October 26, 2009
<u>/s/ David C. Ebertz*</u> David C. Ebertz	Director	October 26, 2009
<u>/s/ Jack W. Eugster*</u> Jack W. Eugster	Director	October 26, 2009
<u>/s/ John R. Howard*</u> John R. Howard	Director	October 26, 2009
<u>/s/ Kay S. Jorgensen*</u> Kay S. Jorgensen	Director	October 26, 2009
<u>/s/ Stephen D. Newlin*</u> Stephen D. Newlin	Director	October 26, 2009

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<u>/s/ Gary L. Pechota*</u> Gary L. Pechota	Director	October 26, 2009
<u>/s/ Warren L. Robinson*</u> Warren L. Robinson	Director	October 26, 2009
<u>/s/ John B. Vering*</u> John B. Vering	Director	October 26, 2009
<u>/s/ Thomas J. Zeller*</u> Thomas J. Zeller	Director	October 26, 2009

\* By: /s/ David R. Emery  
David R. Emery,  
Attorney-in-Fact

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#### INDEX TO EXHIBITS

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
1.2	Underwriting Agreement dated October 22, 2009, among Black Hills Power, Inc. and RBC Capital Markets Corporation, RBS Securities Inc. and Scotia Capital (USA) Inc., acting for themselves and as representatives of the several underwriters.
4.1	Restated Articles of Incorporation of Black Hills Corporation (filed as an exhibit to its Annual Report on Form 10-K filed on March 16, 2005, and incorporated by reference herein).
4.2	Amended and Restated Bylaws of Black Hills Corporation dated January 30, 2009 (filed as an exhibit to its Current Report on Form 8-K filed on February 3, 2009, and incorporated by reference herein).
4.3	Indenture dated as of May 21, 2003, between Black Hills Corporation and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (filed as Exhibit 4.1 to the Black Hills Corporation's Quarterly Report on Form 10-Q filed on August 13, 2003, and incorporated by reference herein).
4.4	First Supplemental Indenture dated as of May 21, 2003, between Black Hills Corporation and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (filed as Exhibit 4.2 to Black Hills Corporation's Quarterly Report on Form 10-Q filed on August 13, 2003, and incorporated by reference herein).
4.5	Second Supplemental Indenture dated as of May 14, 2009, between Black Hills Corporation and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (filed as Exhibit 4 to Black Hills Corporation's Current Report on Form 8-K filed on May 14, 2009, and incorporated by reference herein).
4.6	Form of Black Hills Corporation Senior Debt Security (included in Exhibit 4.3).



- 4.7 Form of Black Hills Corporation Indenture (Subordinated Debt Securities) (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.8 Form of Black Hills Corporation Subordinated Debt Security (included in Exhibit 4.7).
- 4.9 Form of Black Hills Corporation Stock Certificate for Common Stock, Par Value \$1.00 Per Share (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.10\* Form of Black Hills Corporation Deposit Agreement.
- 4.11\* Form of Black Hills Corporation Depositary Receipt (included in Exhibit 4.10).
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- 4.12 Form of Black Hills Corporation Warrant Agreement (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.13 Form of Black Hills Corporation Warrant Certificate (included in Exhibit 4.12).
- 4.14 Form of Black Hills Corporation Purchase Contract (filed as an exhibit to Black Hills Corporation's Registration Statement on Form S-3 (No. 333-101541), and incorporated by reference herein).
- 4.15 Form of Black Hills Corporation Purchase Contract Certificate (included in Exhibit 4.14).
- 4.16 Restated Articles of Incorporation of Black Hills Corporation (now called Black Hills Power, Inc.) (previously filed as an exhibit to this Registration Statement).
- 4.17 Articles of Amendment to the Articles of Incorporation of Black Hills Corporation (now called Black Hills Power, Inc.) (previously filed as an exhibit to this Registration Statement).
- 4.18 Bylaws of Black Hills Corporation (now called Black Hills Power, Inc.) (previously filed as an exhibit to this Registration Statement).
- 4.19 Restated and Amended Indenture of Mortgage and Deed of Trust of Black Hills Corporation (now called Black Hills Power, Inc.) dated as of September 1, 1999 (previously filed as an exhibit to this Registration Statement).
- 4.20 First Supplemental Indenture, dated as of August 13, 2002, between Black Hills Power, Inc. and The Bank of New York Mellon (as successor to JPMorgan Chase Bank), as Trustee (previously filed as an exhibit to this Registration Statement).
- 4.21 Second Supplemental Indenture, dated as of October 27, 2009, between Black Hills Power, Inc. and The Bank of New York Mellon, as Trustee.
- 5.1 Opinion of Steven J. Helmers regarding the legality of the Black Hills Corporation securities (filed as an exhibit to its Registration Statement on Form S-3 (No. 333-150669), and incorporated by reference herein).
- 5.2 Opinion of Conner & Winters, LLP regarding the legality of the Black Hills Corporation securities (filed as an exhibit to its Registration Statement on Form S-3 (No. 333-150669), and incorporated by reference herein).
- 5.3 Opinion of Steven J. Helmers regarding the validity of the Black Hills Power, Inc. First Mortgage Bonds (previously filed as an exhibit to this Registration Statement).
- 5.4 Opinion of Steven J. Helmers regarding the validity of the Black Hills Power, Inc. First Mortgage Bonds.
- 8\* Opinion of Conner & Winters, LLP regarding certain federal tax matters.
- 10.1 Restated and Amended Coal Supply Agreement for Neil Simpson II dated February 12, 1993 (previously filed as an exhibit to this Registration Statement).
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- 10.2 Second Restated and Amended Power Sales Agreement dated September 29, 1997, between PacifiCorp and Black Hills Power, Inc. (previously filed as an exhibit to this Registration Statement).
- 10.3 Reserve Capacity Integration Agreement dated May 5, 1987, between Pacific Power & Light Company and Black Hills Power, Inc. (previously filed as an exhibit to this Registration Statement).
- 12.1 Statements Regarding Computation of Ratio of Earnings to Fixed Charges and Ratio of Earnings to Fixed Charges and Preferred Stock Dividends for Black Hills Corporation (previously filed as an exhibit to this Registration Statement).
- 12.2 Statements Regarding Computation of Ratio of Earnings to Fixed Charges for Black Hills Power, Inc (previously filed as an exhibit to this Registration Statement).
- 23.1 Consent of Deloitte & Touche LLP (relating to Black Hills Corporation financial statements) (previously filed as an exhibit to this Registration Statement).
- 23.2 Consent of Deloitte & Touche LLP (relating to Black Hills Power, Inc. financial statements) (previously filed as an exhibit to this Registration Statement).
- 23.3 Consent of Steven J. Helmers relating to Black Hills Corporation securities (included in Exhibit 5.1).
- 23.4 Consent of Conner & Winters, LLP relating to Black Hills Corporation securities (included in Exhibit 5.2).
- 23.5\* Consent of Conner & Winters, LLP (included in Exhibit 8).

- 23.6 Consent of Cawley, Gillespie & Associates, Inc. (previously filed as an exhibit to this Registration Statement).
- 23.7 Consent of Ralph E. Davis Associates, Inc. (previously filed as an exhibit to this Registration Statement).
- 23.8 Consent of Steven J. Helmers relating to Black Hills Power, Inc. First Mortgage Bonds (included in Exhibit 5.3).
- 23.9 Consent of Steven J. Helmers relating to Black Hills Power, Inc. First Mortgage Bonds (included in Exhibit 5.4).
- 23.10 Consent of KPMG LLP (previously filed as an exhibit to this Registration Statement).
- 24.1 Power of Attorney relating to Black Hills Corporation signatories (filed as an exhibit to its Registration Statement on Form S-3 (No. 333-150669), and incorporated by reference herein).
- 24.2 Power of Attorney relating to the Black Hills Power, Inc. signatories (previously filed as an exhibit to this Registration Statement).
- 25.1 Statement of Eligibility on Form T-1 of Wells Fargo Bank, National Association (Black Hills Corporation Senior Debt Securities) (filed by Black Hills Corporation under electronic form type "305b2" on May 14, 2009, and
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incorporated by reference herein).

- 25.2\* Statement of Eligibility on Form T-1 of Trustee (Black Hills Corporation Subordinated Debt Securities).
- 25.3 Statement of Eligibility on Form T-1 of Trustee (Black Hills Power, Inc. First Mortgage Bonds) (previously filed as an exhibit to this Registration Statement).

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\* To be filed by amendment, as an exhibit to a Current Report on Form 8-K in connection with a specific offering, or with respect to a Statement of Eligibility on Form T-1 of Trustee, as a filing with the SEC under electronic form type "305b2".

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\$180,000,000

Black Hills Power, Inc.

First Mortgage Bonds, 6.125% Series AF due 2039

UNDERWRITING AGREEMENT

October 22, 2009

RBC CAPITAL MARKETS CORPORATION  
Three World Financial Center, 200 Vesey Street,  
New York, NY 10281

RBS SECURITIES INC.,  
600 Washington Blvd  
Stamford, CT 06901

SCOTIA CAPITAL (USA) INC.  
1 Liberty Plaza, 25th Floor,  
New York, NY 10006

As Representatives (the "**Representatives**") of the Several Underwriters

Ladies and Gentlemen:

1. *Introductory.* Black Hills Power, Inc., a South Dakota corporation (the "**Company**"), agrees with the several Underwriters named in Schedule A hereto (the "**Underwriters**") to issue and sell to the several Underwriters \$180,000,000 principal amount of its First Mortgage Bonds, 6.125% Series AF due 2039 (the "**Offered Securities**") to be issued under a Restated and Amended Indenture of Mortgage and Deed of Trust dated as of September 1, 1999, between the Company and The Bank of New York Mellon (as successor to the original and succeeding trustees), as Trustee, as supplemented by a first supplemental indenture dated as of August 13, 2002, between the Company and The Bank of New York Mellon (as successor to the original and succeeding trustees), as Trustee, and a second supplemental indenture to be dated as of October 27, 2009, between the Company and The Bank of New York Mellon, as Trustee, with respect to the Offered Securities (as so supplemented, the "**Indenture**").

2. *Representations and Warranties of the Company.* The Company represents and warrants to, and agrees with, the several Underwriters that:

(a) *Filing and Effectiveness of Registration Statement; Certain Defined Terms.* The Company has filed with the Commission a registration statement on Form S-3 (No. 333-150669-01), including a prospectus or prospectuses relating to the Offered Securities, covering the registration of the Offered Securities under the Act, which has become effective. "**Registration Statement**" at any particular time means such registration statement in the form then filed with the Commission, including any amendment thereto, any document incorporated by reference therein and all 430B Information and all 430C Information with respect to such registration statement, that in any case has not been superseded or modified. "**Registration Statement**" without reference to a time means the Registration Statement as of the Effective Time. For purposes of

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this definition, 430B Information shall be considered to be included in the Registration Statement as of the time specified in Rule 430B.

For purposes of this Agreement:

"**430B Information**" means information included in a prospectus relating to the Offered Securities then deemed to be a part of the Registration Statement pursuant to Rule 430B(e) or retroactively deemed to be a part of the Registration Statement pursuant to Rule 430B(f).

"**430C Information**" means information included in a prospectus relating to the Offered Securities then deemed to be a part of the Registration Statement pursuant to Rule 430C.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means approximately 1:00 p.m. (Eastern time) on the date of this Agreement.

"**Closing Date**" has the meaning defined in Section 3 hereof.

"**Commission**" means the Securities and Exchange Commission.

"**Effective Time**" of the Registration Statement relating to the Offered Securities means the time of the first contract of sale for the Offered Securities.

"**Energy Policy Act**" means the Energy Policy Act of 2005, as amended.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Federal Power Act**" means the Federal Power Act, as amended.

"**Final Prospectus**" means the Statutory Prospectus that discloses the public offering price, other 430B Information and other final terms of the Offered Securities and otherwise satisfies Section 10(a) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule B to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus", as defined in Rule 433, relating to the Offered Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

“**Limited Use Issuer Free Writing Prospectus**” means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

“**Rules and Regulations**” means the rules and regulations of the Commission.

“**Securities Laws**” means, collectively, the Sarbanes-Oxley Act of 2002 (“**Sarbanes-Oxley**”), the Act, the Exchange Act, the Trust Indenture Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of “issuers” (as defined in Sarbanes-Oxley) promulgated or approved by the Public Company Accounting Oversight Board and, as applicable, the rules of the New York Stock Exchange and the NASDAQ Stock Market (“**Exchange Rules**”).

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“**Statutory Prospectus**” with reference to any particular time means the prospectus relating to the Offered Securities that is included in the Registration Statement immediately prior to that time, including all 430B Information and all 430C Information with respect to the Registration Statement. For purposes of the foregoing definition, 430B Information shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) and not retroactively.

“**Trust Indenture Act**” means the Trust Indenture Act of 1939, as amended.

Unless otherwise specified, a reference to a “rule” is to the indicated rule under the Act.

(b) *Compliance with Securities Act Requirements*. (i) (A) At the time the Registration Statement initially became effective, (B) at the time of each amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether by post-effective amendment, incorporated report or form of prospectus), (C) at the Effective Time relating to the Offered Securities and (D) on the Closing Date, the Registration Statement conformed and will conform in all material respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations and did not and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) (A) on its date, (B) at the time of filing the Final Prospectus pursuant to Rule 424(b) and (C) on the Closing Date, the Final Prospectus will conform in all material respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. The preceding sentence does not apply to statements in or omissions from any such document based upon written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 8(b) hereof.

(c) *Automatic Shelf Registration Statement*. (i) *Well-Known Seasoned Issuer Status*. (A) At the time of initial filing of the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Offered Securities in reliance on the exemption of Rule 163, the Company was a “well known seasoned issuer” as defined in Rule 405, including not having been an “ineligible issuer” as defined in Rule 405.

(ii) *Effectiveness of Automatic Shelf Registration Statement*. The Registration Statement is an “automatic shelf registration statement”, as defined in Rule 405, that initially became effective within three years of the date of this Agreement. If immediately prior to the Renewal Deadline (as hereinafter defined), any of the Offered Securities remain unsold by the Underwriters, the Company will prior to the Renewal Deadline file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Offered Securities, in a form reasonably satisfactory to the Representatives. If the Company is no longer eligible to file an automatic shelf registration statement, the Company will prior to the Renewal Deadline, if it has not already done so, file a new shelf registration statement relating to the Offered Securities, in a form reasonably satisfactory to the Representatives, and will use its best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated

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in the expired registration statement relating to the Offered Securities. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be. “**Renewal Deadline**” means the third anniversary of the initial effective time of the Registration Statement.

(iii) *Eligibility to Use Automatic Shelf Registration Form*. The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) objecting to use of the automatic shelf registration statement form. If at any time when Offered Securities remain unsold by the Underwriters the Company receives from the Commission a notice pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (A) promptly notify the Representatives, (B) promptly file a new registration statement or post-effective amendment on the proper form relating to the Offered Securities, in a form reasonably satisfactory to the Representatives, (C) use its best efforts to cause such registration statement or post-effective amendment to be declared effective as soon as practicable, and (D) promptly notify the Representatives of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

(iv) *Filing Fees*. The Company has paid or shall pay the required Commission filing fees relating to the Offered Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(d) *Ineligible Issuer Status*. (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Offered Securities and (ii) at the date of this Agreement, the Company was not and is not an “ineligible issuer”, as defined in Rule 405, including (A) the Company or any subsidiary of the Company in the preceding three years not having been convicted of a felony or misdemeanor or having been made the subject of a judicial or administrative decree or order as described in Rule 405 and (B) the Company in the preceding three years not having been the subject of a bankruptcy petition or insolvency or similar proceeding, not having had a registration statement be the subject of a proceeding under Section 8 of the Act and not being the subject of a proceeding under Section 8A of the Act in connection with the offering of the Offered Securities, all as described in Rule 405.

(e) *General Disclosure Package*. As of the Applicable Time, neither (i) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time and the preliminary prospectus supplement, dated October 22, 2009, including the base prospectus of the Company, dated October 22, 2009 (which is the most recent Statutory Prospectus distributed to investors generally), and the other information, if any, stated in Schedule B to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood

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and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 8(b) hereof.

(f) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or as a result of which such Issuer Free Writing Prospectus, if republished immediately following such event or development, would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (i) the Company has promptly notified or will promptly notify the Representatives and (ii) the Company has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(g) *Good Standing of the Company*. The Company has been duly incorporated and is existing and in good standing under the laws of the State of South Dakota, with power and authority (corporate and other) to own its properties and conduct its business as described in the General Disclosure Package; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a material adverse effect on the condition (financial or otherwise), results of operations, business, properties or prospects of the Company ("**Material Adverse Effect**").

(h) *Subsidiaries*. The Company has no subsidiaries.

(i) *Execution and Delivery of Indenture*. The Indenture has been duly authorized and has been duly qualified under the Trust Indenture Act; the Offered Securities have been duly authorized and, when the Offered Securities are delivered and paid for pursuant to this Agreement on the Closing Date, the Indenture will have been duly executed and delivered, such Offered Securities will have been duly executed, authenticated, issued and delivered, will conform to the information in the General Disclosure Package and to the description of such Offered Securities contained in the Final Prospectus and the Indenture and such Offered Securities will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(j) *No Finder's Fee*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Company or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering.

(k) *Registration Rights*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to a Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act (collectively, "**registration rights**"), and any person to whom the Company has granted

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registration rights has agreed, if necessary, not to exercise such rights until after the expiration of the Lock-Up Period referred to in Section 5 hereof.

(l) *Absence of Further Requirements*. No consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required for the consummation of the transactions contemplated by this Agreement or the Indenture in connection with the offering, issuance and sale of the Offered Securities by the Company, except such as have been obtained or made and such as may be required under state securities laws.

(m) *Title to Property*. Except as disclosed in the General Disclosure Package, the Company has good and defensible title to all interests in oil and gas properties owned by it and good and marketable title to all other real properties and all other properties and assets owned by it that are material to the Company, in each case free from liens, charges, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by it and, except as disclosed in the General Disclosure Package, the Company holds any leased real or personal property that is material to the Company under valid and enforceable leases with no terms or provisions that would materially interfere with the use made or to be made thereof by it.

(n) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of the Indenture and this Agreement, and the issuance and sale of the Offered Securities and compliance with the terms and provisions thereof, will not result in a breach or violation of any of the terms and provisions of, or constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, (i) the charter, by-laws or other organizational documents of the Company, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its properties, or (iii) any agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the properties of the Company is subject, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, result in a Material Adverse Effect. A "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company.

(o) *Absence of Existing Defaults and Conflicts*. The Company is not in violation of its charter, by-laws or other organizational documents or

in default (or with the giving of notice or lapse of time would be in default) under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument to which it is a party or by which it is bound or to which any of the properties of the Company is subject, except such defaults that would not, individually or in the aggregate, result in a Material Adverse Effect.

(p) *Authorization of Agreement*. This Agreement has been duly authorized, executed and delivered by the Company.

(q) *Possession of Licenses*. The Company possesses, and is in compliance with the terms of, all adequate certificates, authorizations, franchises, licenses and permits ("**Licenses**") necessary or material to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by it and has not received any notice of proceedings relating to the revocation or modification of any Licenses that, if determined adversely to the Company, would individually or in the aggregate have a Material Adverse Effect.

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(r) *Absence of Labor Dispute*. No labor dispute with the employees of the Company exists or, to the knowledge of the Company, is imminent that could have a Material Adverse Effect.

(s) *Possession of Intellectual Property*. The Company owns, possesses or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "**intellectual property rights**") necessary to conduct the business now operated by it, or presently employed by it, and has not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company, would individually or in the aggregate have a Material Adverse Effect.

(t) *Environmental Laws*. Except as disclosed in the General Disclosure Package, the Company is not in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "**environmental laws**"), does not own or operate any real property contaminated with any substance that is subject to any environmental laws, is not liable for any off-site disposal or contamination pursuant to any environmental laws, and is not subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and the Company is not aware of any pending investigation which might lead to such a claim.

(u) *Accurate Disclosure*. The statements in the Registration Statement, General Disclosure Package and the Final Prospectus under the headings "Description of the Bonds and Mortgage", "Material United States Federal Income Tax Considerations" and "Underwriting", insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings in all material respects and present the information required to be shown.

(v) *Absence of Manipulation*. The Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

(w) *Internal Controls and Compliance with the Sarbanes-Oxley Act*. Except as set forth in the General Disclosure Package, the Company and the Company's Board of Directors (the "**Board**") are in compliance in all material respects with Sarbanes-Oxley. The Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls (collectively, "**Internal Controls**") that comply in all material respects with the Securities Laws and are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Internal Controls are, or upon consummation of the offering of the Offered Securities will be, overseen by the Board. Since the date of the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, the Company has not publicly disclosed or reported to the Board, and within the next 90 days the Company does not reasonably expect to publicly disclose or report to the Board, (i) any significant deficiency in the design or operation of Internal Controls that could adversely affect the Company's ability to

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record, process, summarize and report financial data, any material weakness in Internal Controls, any material change in Internal Controls or any fraud involving management or other employees who have a significant role in Internal Controls (each, an "**Internal Control Event**") or (ii) any material violation of, or failure to comply with, the Securities Laws.

(x) *Absence of Accounting Issues*. A member of the Board has confirmed to the Chief Executive Officer, Chief Financial Officer or General Counsel of the Company that, except as set forth in the General Disclosure Package, the Board is not reviewing or investigating, and neither the Company's independent auditors nor its internal auditors have recommended that the Board review or investigate, (i) adding to, deleting, changing the application of, or changing the Company's disclosure with respect to, any of the Company's material accounting policies; (ii) any matter which could result in a restatement of the Company's financial statements for any annual or interim period during the current or prior three fiscal years; or (iii) any Internal Control Event.

(y) *Litigation*. Except as disclosed in the General Disclosure Package, there are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) against or affecting the Company or any of its properties that, if determined adversely to the Company, would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under the Indenture or this Agreement, or which are otherwise material in the context of the sale of the Offered Securities; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) are, to the Company's knowledge, threatened or contemplated.

(z) *Financial Statements*. The financial statements of the Company included in the Registration Statement and the General Disclosure Package present fairly the financial position of the Company as of the dates shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and the schedules of the Company included in the Registration Statement present fairly the information required to be stated therein.

(aa) *No Material Adverse Change in Business*. Except as disclosed in the General Disclosure Package, since the end of the period covered by the latest audited financial statements of the Company included in the General Disclosure Package (i) there has been no change, nor any

development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company that is material and adverse, (ii) except as disclosed in or contemplated by the General Disclosure Package, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock and (iii) except as disclosed in or contemplated by the General Disclosure Package, there has been no material adverse change in the capital stock, short-term indebtedness, long-term indebtedness, net current assets or net assets of the Company.

(bb) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the General Disclosure Package, will not be an "investment company" as defined in the Investment Company Act of 1940 (the "**Investment Company Act**").

(cc) *Ratings*. No "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company's retaining any rating assigned to the Company or any securities of the Company or (ii) has indicated to the Company that it is considering any of the actions described in Section 7(f)(ii) hereof.

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3. *Purchase, Sale and Delivery of Offered Securities*. On the basis of the representations, warranties and agreements and subject to the terms and conditions set forth herein, the Company agrees to sell to the several Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price of 99.056% of the principal amount thereof plus accrued interest from October 27, 2009, to the Closing Date (as hereinafter defined), the respective principal amounts of Offered Securities set forth opposite the names of the Underwriters in Schedule A hereto.

The Company will deliver the Offered Securities to or as instructed by the Representatives for the accounts of the several Underwriters in a form reasonably acceptable to the Representatives against payment of the purchase price by the Underwriters in Federal (same day) funds by wire transfer to an account at a bank acceptable to the Representatives drawn to the order of the Company at the office of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, NY 10019-7416 at 9:00 a.m., New York time, on October 27, 2009, or at such other time not later than seven full business days thereafter as the Representatives and the Company determine, such time being herein referred to as the "**Closing Date**". For purposes of Rule 15c6-1 under the Exchange Act, the Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Securities sold pursuant to the offering. The Offered Securities so to be delivered or evidence of their issuance will be made available for checking at the above office of Cravath, Swaine & Moore LLP at least 24 hours prior to the Closing Date.

4. *Offering by Underwriters*. It is understood that the several Underwriters propose to offer the Offered Securities for sale to the public as set forth in the Final Prospectus.

5. *Certain Agreements of the Company*. The Company agrees with the several Underwriters that:

(a) *Filing of Prospectuses*. The Company has filed or will file each Statutory Prospectus (including the Final Prospectus) pursuant to and in accordance with Rule 424(b)(2) (or, if applicable and consented to by the Representatives, subparagraph (5), such consent not to be unreasonably withheld or delayed) not later than the second business day following the earlier of the date it is first used or the execution and delivery of this Agreement. The Company has complied and will comply with Rule 433.

(b) *Filing of Amendments; Response to Commission Requests*. The Company will promptly advise the Representatives of any proposal to amend or supplement the Registration Statement or any Statutory Prospectus at any time and will offer the Representatives a reasonable opportunity to comment on any such amendment or supplement; and the Company will also advise the Representatives promptly of (i) the filing of any such amendment or supplement, (ii) any request by the Commission or its staff for any amendment to the Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iii) the institution by the Commission of any stop order proceedings in respect of the Registration Statement or the threatening of any proceeding for that purpose, and (iv) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Continued Compliance with Securities Laws*. If, at any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Registration Statement or supplement the Final Prospectus to comply with the Act, the Company will promptly notify the Representatives of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and

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any other dealers upon request of the Representatives, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representatives' consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 7 hereof.

(d) *Rule 158*. As soon as practicable, but not later than 16 months, after the date of this Agreement, the Company will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the date of this Agreement and satisfying the provisions of Section 11(a) of the Act and Rule 158.

(e) *Furnishing of Prospectuses*. The Company will furnish to the Representatives copies of the Registration Statement, including all exhibits, any Statutory Prospectus, the Final Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representatives reasonably request. The Company will pay the expenses of printing and distributing to the Underwriters all such documents.

(f) *Blue Sky Qualifications*. The Company will arrange for the qualification of the Offered Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representatives reasonably designate and will continue such qualifications in effect so long as required for the distribution; provided that, in connection therewith, the Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to a general consent to service of process in any such jurisdiction.

(g) *Reporting Requirements*. For so long as the Offered Securities remain outstanding, the Company will furnish to the Representatives (i) as soon as available, a copy of each report of the Company filed with the Commission under the Exchange Act, and (ii) from time to time, such

other information concerning the Company as the Representatives may reasonably request. However, so long as the Company is complying with or subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act and is timely filing reports with the Commission on its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR"), it is not required to furnish such reports or statements to the Representatives or Underwriters.

(h) *Payment of Expenses*. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including but not limited to any filing fees and other expenses (including fees and disbursements of counsel to the Underwriters) incurred in connection with qualification of the Offered Securities for sale under the laws of such jurisdictions as the Representatives reasonably designate and the preparation and printing of memoranda relating thereto, any fees charged by investment rating agencies for the rating of the Offered Securities, costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Securities including, without limitation, any travel expenses of the Company's officers and employees and any other expenses of the Company including the chartering of airplanes (but excluding any separately-incurred travel expenses of employees and representatives of the Representatives and the Underwriters), fees and expenses incident to any listing of the Offered Securities on the New York Stock Exchange, NASDAQ Stock Market and other national and foreign exchanges, fees and expenses in connection with the registration of the Offered Securities under the Exchange Act, and expenses incurred in distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and for expenses incurred for preparing, printing and distributing any Issuer Free Writing Prospectuses to investors or prospective investors.

(i) *Use of Proceeds*. The Company will use the net proceeds received in connection with this offering in the manner described in the "Use of Proceeds" section of the General Disclosure Package and, except as disclosed in the General Disclosure Package, the Company does not intend to use any of the proceeds from the sale of the Offered Securities hereunder to repay any outstanding debt owed to any affiliate of any Underwriter.

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(j) *Absence of Manipulation*. The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Offered Securities.

(k) *Restriction on Sale of Securities*. The Company will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to United States dollar-denominated debt securities issued or guaranteed by the Company and having a maturity of more than one year from the date of issue, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, without the prior written consent of the Representatives for a period beginning on the date hereof and ending 90 days after the Closing Date (the "**Lock-Up Period**").

6. *Free Writing Prospectuses*. (a) *Issuer Free Writing Prospectuses*. The Company represents and agrees that, unless it obtains the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus", as defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Company and the Representatives is hereinafter referred to as a "**Permitted Free Writing Prospectus**". The Company represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus", as defined in Rule 433, and has complied and will comply with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping.

(b) *Term Sheets*. The Company will prepare a final term sheet relating to the Offered Securities, containing only information that describes the final terms of the Offered Securities and otherwise in a form consented to by the Representatives, and will file such final term sheet within the period required by Rule 433(d)(5)(ii) following the date such final terms have been established for all classes of the offering of the Offered Securities. Any such final term sheet is an Issuer Free Writing Prospectus and a Permitted Free Writing Prospectus for purposes of this Agreement. The Company also consents to the use by any Underwriter of a free writing prospectus that contains only (i) (A) information describing the preliminary terms of the Offered Securities or their offering or (B) information that describes the final terms of the Offered Securities or their offering and that is included in the final term sheet of the Company contemplated in the first sentence of this subsection or (ii) other information that is not "issuer information", as defined in Rule 433, it being understood that any such free writing prospectus referred to in clause (ii) above shall not be an Issuer Free Writing Prospectus for purposes of this Agreement.

7. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for the Offered Securities on the Closing Date will be subject to the accuracy of the representations and warranties of the Company herein (as though made on the Closing Date), to the accuracy of the statements of Company officers made pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(a) *Accountants' Comfort Letter*. The Representatives shall have received letters, dated, respectively, the date hereof and the Closing Date, of Deloitte & Touche LLP confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws and substantially in the form of Schedule C hereto (except that, in any letter dated the Closing Date, the specified date referred to in Schedule C hereto shall be a date no more than three days prior to the Closing Date).

(b) *Filing of Prospectus*. The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 5(a) hereof. No stop order suspending the effectiveness of the Registration Statement or of any part thereof shall have been issued and no

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proceedings for that purpose shall have been instituted or, to the knowledge of the Company or any Underwriter, shall be contemplated by the Commission.

(c) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company which, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to market or enforce contracts for the sale of the Offered Securities; (ii) any downgrading in the rating of any debt securities of the Company by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g)), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representatives, impractical to market or to enforce contracts for the sale of the Offered Securities, whether in the primary



market or in respect of dealings in the secondary market; (iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum or maximum prices for trading on such exchange; (v) or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (vi) any banking moratorium declared by any U.S. Federal or New York authorities; (vii) any major disruption of settlements of securities, payment or clearance services in the United States or any other country where such securities are listed or (viii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is such as to make it impractical or inadvisable to market the Offered Securities or to enforce contracts for the sale of the Offered Securities.

(d) *Opinion of Counsel for Company*. The Representatives shall have received an opinion, dated the Closing Date, of Conner & Winters, LLP, special counsel for the Company, to the effect that:

(i) *Indenture; Offered Securities*. The Indenture has been duly qualified under the Trust Indenture Act; and the Offered Securities delivered on the Closing Date conform to the information in the General Disclosure Package and to the description of such Offered Securities contained in the Final Prospectus;

(ii) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the General Disclosure Package, will not be an "investment company" as defined in the Investment Company Act;

(iii) *Absence of Further Requirements*. No consent, approval, authorization or order of, or filing with, any person (including any governmental agency or body or any court) is required for the consummation of the transactions contemplated by this Agreement in connection with the offering, issuance and sale of the Offered Securities by the Company, except such as have been obtained or made and such as may be required under state securities laws, the Energy Policy Act or the Federal Power Act;

(iv) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of the Indenture and this Agreement and the issuance and sale of the Offered Securities and compliance with the terms and provisions thereof will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property

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or assets of the Company pursuant to (A) the charter or by-laws of the Company, (B) any statute, rule, regulation or, to such counsel's knowledge, order of any governmental agency or body or any court having jurisdiction over the Company or any of its properties (other than the Energy Policy Act or the Federal Power Act or any rule, regulation or order of any governmental agency or body relating to the Energy Policy Act or the Federal Power Act or any court having jurisdiction over the Company or any of its properties in a proceeding relating to the Energy Policy Act or the Federal Power Act), except in the case of this clause (B) for such breaches, violations, defaults or impositions as would not, individually or in the aggregate, have a Material Adverse Effect, or (C) any agreement or instrument filed as an exhibit to the Registration Statement or as an exhibit to any document incorporated by reference in the Registration Statement (it being understood that such counsel's opinion under this clause (C) need not extend to compliance with any financial ratio or any limitation in any contractual restriction expressed as a dollar (or other currency) amount);

(v) *Compliance with Registration Requirements; Effectiveness*. The Registration Statement has become effective under the Act, the Final Prospectus was filed with the Commission pursuant to the subparagraph of Rule 424(b) specified in such opinion on the date specified therein, and, to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Act; the statements (A) under the headings "Description of the Bonds and Mortgage", "Material United States Federal Tax Considerations" and "Underwriting" in the Registration Statement, General Disclosure Package and Final Prospectus and (B) in Item 15 of the Registration Statement, in each case, of legal matters, agreements, documents or proceedings are accurate and fair summaries thereof in all material respects and present the information required to be shown; and such counsel do not know of any legal or governmental proceedings required to be described in the Registration Statement or the Final Prospectus which are not described as required or of any contracts or documents of a character required to be described in the Registration Statement or the Final Prospectus or to be filed as exhibits to the Registration Statement which are not described and filed as required;

(vi) *Absence of Existing Defaults and Conflicts*. To such counsel's knowledge, the Company is not in violation of its charter or by-laws and, to such counsel's knowledge, no default (or event which, with the giving of notice or lapse of time would be a default) has occurred in the due performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument that is described or referred to in the Registration Statement or the General Disclosure Package or filed or incorporated by reference as an exhibit to the Registration Statement; and

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(vii) *Accurate Disclosure*. The Registration Statement, as of the Effective Time relating to the Offered Securities, and the Final Prospectus, as of the date of this Agreement, and each amendment or supplement thereto, as of its issue date, complied as to form in all material respects with the requirements of the Act, the Trust Indenture Act and the Rules and Regulations (it being understood that such counsel need express no opinion as to the content of the financial statements or the other financial data or assessments of or reports on the effectiveness of internal control over financial reporting contained in the Registration Statement, the General Disclosure Package, the Final Prospectus or the Statement of Eligibility on Form T-1 (the "Form T-1") of the Trustee with respect to the Offered Securities).

In addition, such counsel shall state that such counsel has participated in conferences with officers and other representatives of the Company, representatives of the independent registered public accountants of the Company, and representatives of the Underwriters at which the contents of the Registration Statement, the General Disclosure Package and the Final Prospectus were discussed and, although such counsel is not passing upon and does not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the General Disclosure Package or the Final Prospectus (except and to the extent stated in subparagraph (v) of this Section 7(d)), on the basis of the foregoing, nothing has come to the attention of such counsel that causes them to believe that (A) any part of the Registration Statement, as of the Effective Time relating to the Offered Securities, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; (B) the Final Prospectus, as of the date of this Agreement or as of the Closing Date, or any amendment or supplement thereto, as of its issue date or as of the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (C) the General Disclosure Package, as of the Applicable Time, contained any untrue statement of a

material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need express no comment or belief as to the content of the financial statements or the other financial data or assessments of or reports on the effectiveness of internal control over financial reporting contained in the Registration Statement, the General Disclosure Package, the Final Prospectus or the Form T-1).

(e) *Opinion of General Counsel to the Company*. The Representatives shall have received an opinion, dated the Closing Date, of Steven J. Helmers, Esq., General Counsel to the Company, to the effect that:

(i) *Good Standing of the Company*. The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of South Dakota, with corporate power and authority to own its properties and conduct its business as described in the General Disclosure Package; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect;

(ii) *Indenture; Offered Securities*. The Indenture has been duly authorized, executed and delivered by the Company; the Offered Securities delivered on the Closing Date have been duly authorized, executed, authenticated, issued and delivered; and the Indenture and the Offered Securities delivered on the Closing Date constitute valid and

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legally binding obligations of the Company enforceable in accordance with their terms and the Offered Securities are entitled to the benefits provided by the Indenture, subject in each case to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(iii) *Authority*. The Company has full corporate power and authority to authorize, issue and sell the Offered Securities as contemplated by this Agreement;

(iv) *Authorization of Agreement*. This Agreement has been duly authorized, executed and delivered by the Company;

(v) *Registration Rights*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings known to such General Counsel between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act;

(vi) *Possession of Licenses*. To such General Counsel's knowledge, the Company possesses adequate Licenses issued by appropriate governmental agencies or bodies necessary to conduct the business as now operated by it as described in the General Disclosure Package and, except as described in the General Disclosure Package, such General Counsel is not aware of the receipt of any notice of proceedings relating to the revocation or modification of any such License that, if determined adversely to the Company, would individually or in the aggregate have a Material Adverse Effect;

(vii) *Environmental Laws*. To such General Counsel's knowledge, except as disclosed in the General Disclosure Package, the Company (A) is in compliance with any and all applicable environmental laws, (B) has received all permits, licenses and other approvals required of it under applicable environmental laws to conduct its business and (C) is in compliance with all terms and conditions of each such permit, license and approval, except where such noncompliance with environmental laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect;

(viii) *Absence of Further Requirements*. No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required under South Dakota law, the Energy Policy Act or the Federal Power Act for the consummation of the transactions contemplated by this Agreement in connection with the issuance and sale of the Offered Securities by the Company, except such as have been obtained and such as may be required under state securities laws;

(ix) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of the Indenture and this Agreement and the issuance and sale of the Offered Securities and compliance with the terms and provisions thereof will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to (A) the Energy Policy Act or the Federal Power Act or any rule, regulation or, to such General Counsel's knowledge, order of any governmental agency or body relating to the Energy Policy Act or the Federal Power Act or any court having jurisdiction over the Company or any of its properties in a proceeding

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relating to the Energy Policy Act or the Federal Power Act or (B) any agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the properties of the Company is subject, except in the case of this clause (B) for such breaches, violations, defaults or impositions as would not, individually or in the aggregate, have a Material Adverse Effect (it being understood that such General Counsel's opinion under this clause (B) need not extend to compliance with any financial ratio or any limitation in any contractual restriction expressed as a dollar (or any other currency) amount); and

(x) *Accurate Disclosure*. The descriptions under the headings "Risk Factors" and "Black Hills Power, Inc." in the Registration Statement, the General Disclosure Package and the Final Prospectus of statutes, legal and governmental proceedings and contracts and other documents are accurate in all material respects and fairly present the information required to be shown (it being understood that such General Counsel need express no opinion as to the content of the financial statements or the other financial data or assessments of or reports on the effectiveness of internal control over financial reporting contained in the Registration Statement, the General Disclosure Package, the Final Prospectus or the Form T-1).

In addition, such General Counsel shall state that such General Counsel has participated in conferences with officers and other representatives of the Company, representatives of the independent registered public accountants of the Company, and representatives of the Underwriters at which the contents of the Registration Statement, the General Disclosure Package and the Final Prospectus were discussed and, although such General Counsel is not passing upon and does not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the General Disclosure Package or the Final Prospectus (except and to the extent stated in subparagraph (x) of this Section 7(e)), on the basis of the foregoing, nothing has come to the attention of such

General Counsel that causes him to believe that (A) any part of the Registration Statement, as of the Effective Time relating to the Offered Securities, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; (B) the Final Prospectus, as of the date of this Agreement or as of the Closing Date, or any amendment or supplement thereto, as of its issue date or as of the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (C) the General Disclosure Package, as of the Applicable Time, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that such General Counsel need express no comment or belief as to the content of the financial statements or the other financial data or assessments of or reports on the effectiveness of internal control over financial reporting contained in the Registration Statement, the General Disclosure Package, the Final Prospectus or the Form T-1).

(f) *Opinion of Counsel for Underwriters.* The Representatives shall have received from Cravath, Swaine & Moore LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to such matters as the Representatives may require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In rendering such opinion, Cravath, Swaine & Moore LLP may rely as to the incorporation of the Company and all other matters governed by South Dakota law upon the opinion of Steven J. Helmers, Esq., General Counsel to the Company, referred to above. Furthermore, in rendering such opinion, Cravath, Swaine & Moore LLP may rely as to all matters

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governed by Wyoming law upon the opinion of Dray, Thomson & Dyekman, P.C., special counsel for the Company.

(g) *Officers' Certificate.* The Representatives shall have received a certificate, dated the Closing Date, of an executive officer of the Company and a principal financial or accounting officer of the Company in which such officers shall state that: the representations and warranties of the Company in this Agreement are true and correct; the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge and after reasonable investigation, are contemplated by the Commission; and, subsequent to the date of the most recent financial statements in the General Disclosure Package, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or otherwise), results of operations, business or properties of the Company except as set forth in or contemplated by the General Disclosure Package or as described in such certificate.

The Company will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request. The Representatives may in their sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder.

8. *Indemnification and Contribution.* (a) *Indemnification of Underwriters.* The Company will indemnify and hold harmless each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "Indemnified Party"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

(b) *Indemnification of Company.* Each Underwriter will severally and not jointly indemnify and hold harmless the Company, each of its directors and each of its officers who signs a Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "Underwriter Indemnified Party"), against any losses, claims, damages or liabilities to which such Underwriter Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus, or any Issuer Free Writing Prospectus,

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or arise out of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Underwriter Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Final Prospectus furnished on behalf of each Underwriter: the concession and reallocation figures appearing in the fourth paragraph under the caption "Underwriting" and the information contained in the eighth (pertaining to stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids) and ninth (pertaining to the effect of stabilizing transactions, syndicate covering transactions and penalty bids) paragraphs under the caption "Underwriting".

(c) *Actions against Parties; Notification.* Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other

indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party.

(d) *Contribution*. If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue

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statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8(d).

9. *Default of Underwriters*. If any Underwriter or Underwriters default in their obligations to purchase Offered Securities hereunder on the Closing Date and the aggregate principal amount of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date, the Representatives may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by the Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase on the Closing Date. If any Underwriter or Underwriters so default and the aggregate principal amount of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date and arrangements satisfactory to the Representatives and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except as provided in Section 10. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. *Survival of Certain Representations and Obligations*. The respective indemnities, agreements, representations, warranties and other statements of the Company or its officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the Company or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 9 hereof or the occurrence of any event specified in clause (iii), (iv), (vi), (vii) or (viii) of Section 7(c), the Company will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities, and the respective obligations of the Company and the Underwriters pursuant to Section 8 hereof shall remain in effect. In addition, if any Offered Securities have been purchased hereunder, the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect.

11. *Notices*. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to the Representatives at: RBC Capital Markets

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Corporation, Three World Financial Center, 200 Vesey Street, New York, NY 10281, Attention: Debt Capital Markets; RBS Securities Inc., 600 Washington Blvd, Stamford, CT 06901, Attention: Debt Capital Markets Syndicate and Scotia Capital (USA) Inc., 1 Liberty Plaza, 25th Floor, 165 Broadway, New York, NY 10006, Attention: Debt Capital Markets or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at 625 Ninth Street, Rapid City, SD 57701, Attention: Steven J. Helmers, Esq., General Counsel; provided, however, that any notice to an Underwriter pursuant to Section 8 will be mailed, delivered or telegraphed and confirmed to such Underwriter.

12. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8, and no other person will have any right or obligation hereunder.

13. *Representation of Underwriters*. The Representatives will act for the several Underwriters in connection with this financing, and any action under this Agreement taken by the Representatives will be binding upon all the Underwriters.

14. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

15. *Absence of Fiduciary Relationship*. The Company acknowledges and agrees that:

(a) *No Other Relationship*. Each Representative has been retained solely to act as an underwriter in connection with the sale of

Offered Securities and that no fiduciary, advisory or agency relationship between the Company and any of the Representatives has been created in respect of any of the transactions contemplated by this Agreement or the Final Prospectus, irrespective of whether any Representative has advised or is advising the Company on other matters;

(b) *Arms' Length Negotiations*. The price of the Offered Securities set forth in this Agreement was established by the Company following discussions and arms-length negotiations with the Representatives and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose*. The Company has been advised that each Representative and its affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and that no Representative has any obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. The Company waives, to the fullest extent permitted by law, any claims it may have against any of the Representatives for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that no Representative shall have any liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

**16. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.**

The Company hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

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If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

Very truly yours,

BLACK HILLS POWER, INC.

by

/s/ David R. Emery

Name: David R. Emery

Title: Chairman of the Board and Chief  
Executive Officer

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

RBC CAPITAL MARKETS CORPORATION

by

/s/ Paul Lynch

Name: Paul Lynch

Title: Director, Head of US Syndicate

RBS SECURITIES INC.

by

/s/ Mark Frenzel

Name: Mark Frenzel

Title: Vice President

SCOTIA CAPITAL (USA) INC.

by

/s/ Greg Greer

Name: Greg Greer

Title: Managing Director

Acting on behalf of themselves and as the Representatives of the  
several Underwriters.

**SCHEDULE A**

<b>Underwriter</b>	<b>Principal Amount of Offered Securities</b>
RBC Capital Markets Corporation	36,000,000
RBS Securities Inc.	36,000,000
Scotia Capital (USA) Inc.	36,000,000
BMO Capital Markets Corp.	22,500,000

Mitsubishi UFJ Securities (USA), Inc.	22,500,000
The Williams Capital Group, L.P.	18,000,000
U.S. Bancorp Investments, Inc.	9,000,000
<b>Total</b>	<b>\$ 180,000,000</b>

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#### SCHEDULE B

**1. General Use Issuer Free Writing Prospectuses (included in the General Disclosure Package)**

“General Use Issuer Free Writing Prospectus” includes each of the following documents:

1. Final term sheet, dated October 22, 2009, a copy of which is attached hereto.

**2. Other Information Included in the General Disclosure Package**

The following information is also included in the General Disclosure Package:

None.

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#### SCHEDULE C

(Form of D&T letter)

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BLACK HILLS POWER, INC.

TO

THE BANK OF NEW YORK MELLON,

As Trustee

SECOND

SUPPLEMENTAL INDENTURE

Dated as of October 27, 2009

Supplemental to Restated and Amended  
 Indenture of Mortgage and Deed of Trust  
 Dated as of September 1, 1999

First Mortgage Bonds, 6.125%  
 Series AF Due 2039

SECOND SUPPLEMENTAL INDENTURE, dated as of the 27<sup>th</sup> day of October, 2009, between Black Hills Power, Inc. (formerly known as Black Hills Corporation), a corporation duly organized and existing under the laws of the State of South Dakota (the "Company") and THE BANK OF NEW YORK MELLON, a corporation organized and existing under the laws of the State of New York, as Trustee under the Indenture hereinafter mentioned (the "Trustee").

WHEREAS, in order to secure an authorized issue of First Mortgage Bonds of the Company, the Company has executed and delivered a Restated and Amended Indenture of Mortgage and Deed of Trust to JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), as Trustee (the successor of which is The Bank of New York Mellon), dated as of September 1, 1999, as supplemented and amended by a First Supplemental Indenture, dated as of August 13, 2002 (as so amended the "Indenture").

WHEREAS, pursuant to the provisions of the Indenture, First Mortgage Bonds are presently outstanding and continue to be secured by the Indenture as follows:

Series	Principal Amount Outstanding
Series Y, 9.49%, due June 15, 2018	\$ 2,520,000
Series Z, 9.35%, due May 29, 2021	19,980,000
Series AC, 8.06%, due February 1, 2010	30,000,000
Series AE, 7.23% due August 15, 2032	75,000,000
	\$ 127,500,000

; and

WHEREAS, as permitted by the Indenture, the Company, by resolutions of its Board of Directors duly adopted, has determined to create a new series of bonds to be known as its "First Mortgage Bonds, 6.125% Series AF Due 2039" (herein called the "Series AF Bonds"), to be initially authenticated and delivered in the aggregate principal amount of \$180,000,000 in the form, having the characteristics and being entitled to the benefits as in the Indenture or as in this Supplemental Indenture provided; and

WHEREAS, the Company, in exercise of the powers and authority conferred upon and reserved to it under and by virtue of the provisions of the Indenture, and particularly the provisions contained in Articles Two and Sixteen thereof, and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Second Supplemental Indenture in the form hereof (herein sometimes referred to as "this Supplemental Indenture") for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW THEREFORE, in consideration of the premises and of one dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, in order to establish the terms of the Series AF Bonds, the Company hereby further covenants and agrees to and with the Trustee and its successors in the trust under the Indenture for the benefit of all those who shall from time to time hold the Series AF Bonds as follows:

The Company does hereby ratify and confirm its Mortgage and Pledge to the Trustee of all property described in the Indenture and does hereby grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge and set over unto the Trustee, and to its successors and assigns forever, the property described in Annex A to this Supplemental Indenture acquired by the Company and not specifically described under the Indenture which

property shall be incorporated into the terms of Exhibit A to the Indenture as if more fully set forth therein.

## ARTICLE ONE

### DEFINITIONS

SECTION 1.01. General. For all purposes of this Supplemental Indenture:

- (a) capitalized terms used herein without definition shall have the meanings specified in the Indenture;
- (b) all references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture;
- (c) the terms "herein," "hereof," "hereunder" and other words of similar import refer to this Supplemental Indenture; and
- (d) in the event of a conflict between any definition set forth in the Indenture and any definition set forth in this Supplemental Indenture, the definition set forth in this Supplemental Indenture shall control.

SECTION 1.02. Definitions. The following definitions shall apply to this Supplemental Indenture:

"Business Day" means any day other than a Saturday or Sunday and other than a day on which banking institutions in Rapid City, South Dakota, or New York, New York, are authorized or obligated by law or executive order to close.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Series AF Bonds to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Series AF Bonds.

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"Comparable Treasury Price" means the average of two Reference Treasury Dealer Quotations obtained with respect to any redemption date.

"Depository" means The Depository Trust Company, a New York corporation, or any successor thereto.

"Global Bond" shall have the meaning set forth in Section 2.05(a) hereof.

"Independent Investment Banker" means RBC Capital Markets Corporation, RBS Securities Inc. or one of the Reference Treasury Dealers appointed by the Company.

"Reference Treasury Dealer" means RBC Capital Markets Corporation, RBS Securities Inc. and their successors; provided, however, that if RBC Capital Markets Corporation, RBS Securities Inc. or any of their successors shall cease to be a primary United States government securities dealer (a "Primary Treasury Dealer"), the Company will substitute for it another nationally recognized investment bank that is a Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

"Treasury Rate" means, for any redemption date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining term of the Series AF Bonds, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price. The Treasury Rate shall be calculated on the third Business Day preceding the redemption date.

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## ARTICLE TWO

### TERMS AND CONDITIONS OF SERIES AF BONDS

SECTION 2.01. General.

(a) There is hereby created a series of Bonds, known as and entitled "First Mortgage Bonds, 6.125% Series AF Due 2039," and the form thereof shall be as provided in this Supplemental Indenture.

(b) The aggregate principal amount of Series AF Bonds which may be authenticated and delivered and outstanding under the Indenture and this Supplemental Indenture shall be limited in aggregate principal amount to \$180,000,000, except as provided under Section 2.02 of the Indenture. The Series AF Bonds shall bear interest at the rate of 6.125% per annum until the principal thereof becomes due and payable and shall bear interest on overdue principal (including any overdue mandatory prepayment of principal) and premium, if any, and (to the extent legally enforceable) on any overdue installment of interest at the rate of 7.125% per annum until such overdue principal, premium or interest shall be paid. The Series AF Bonds shall mature November 1, 2039.

(c) The Series AF Bonds shall be registered Bonds without coupons in denominations of \$100,000 and any multiples of \$1,000 which may be executed by the Company and delivered to the Trustee for authentication and delivery. The date of commencement of the first interest period for the Series AF Bonds shall be the date of initial authentication and delivery thereof. The Series AF Bonds shall be dated as provided in Section 2.06 of the Indenture. All Series AF Bonds shall bear interest from their respective issue dates. The principal and interest shall be due and payable as provided in the Bond form set forth in Section 2.02 of this Supplemental Indenture. The principal of, premium, if any, and interest on the Series AF Bonds shall be payable at the principal corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The Series AF



Bonds shall be subject to redemption only as provided in Section 2.03 of this Supplemental Indenture and Section 8.08 of the Indenture.

(d) Without limiting the other indemnities provided to the Trustee, the Company shall indemnify and save the Trustee harmless from any liabilities and costs incurred by the Trustee arising out of the making of the final payment when due of the principal owing on any of the Series AF Bonds without the surrender of such Bond to the Trustee.

(e) The Trustee is hereby appointed Registrar in respect of the Series AF Bonds, and the principal corporate trust office of the Trustee in the Borough of Manhattan, The City of New York, is hereby designated as the office or agency of the Company in said Borough where notices or demands in respect of Series AF Bonds may be served.

SECTION 2.02. Form of Bonds. The text of the Series AF Bonds, and the certificate of authentication of the Trustee to be executed thereon, are to be substantially in the following forms, respectively:

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[FORM OF GLOBAL BOND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Unless and until it is exchanged in whole or in part for Bonds in definitive registered form, this Bond may not be transferred except as a whole by the Depository to the nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

No. \$180,000,000  
CUSIP No. 092114 AB3

BLACK HILLS POWER, INC.

FIRST MORTGAGE BOND, 6.125%  
SERIES AF DUE 2039

BLACK HILLS POWER, INC. (hereinafter called the "Company"), a corporation organized and existing under the laws of the State of South Dakota, for value received, hereby promises to pay to CEDE & CO., or registered assigns, on the 1st day of November, 2039, at the principal corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York, ONE HUNDRED AND EIGHTY MILLION DOLLARS, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon from the date hereof, at the rate of 6.125 percent, per annum (computed on the basis of a 360-day year of 12 thirty-day months), payable at said principal office of the Trustee in like coin or currency semi-annually on May 1 and November 1 in each year until the principal hereof shall have become due and payable, and thereafter if default be made in the payment of such principal and premium, if any, and on any overdue installment of interest, at the rate of 7.125 percent, per annum until the overdue principal, premium or interest shall be paid.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee, or its successor as Trustee, under the Indenture.

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This Bond is one of an authorized issue of Bonds of the Company known as its "First Mortgage Bonds," issued and to be issued in one or more series under, and all equally and ratably secured (except as any sinking, amortization, improvement, renewal or other analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the Bonds of any particular series) by a Restated and Amended Indenture of Mortgage and Deed of Trust, dated as of September 1, 1999, executed by the Company to JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), as Trustee (the successor to which is The Bank of New York Mellon), as supplemented and amended by a First Supplemental Indenture, dated as of August 13, 2002 and as supplemented and amended by a Second Supplemental Indenture, dated as of October 27, 2009 (said Restated Indenture as so supplemented and amended being hereinafter collectively called the "Indenture"), to which Indenture and all further instruments supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the holders of said Bonds and the coupons appurtenant to coupon Bonds, if any, and of the Trustee and of the Company in respect of such security, and the terms and conditions upon which said Bonds are and are to be issued and secured.

To the extent permitted by the Indenture and as provided therein, with the consent of the Company and upon the written consent or affirmative vote of at least sixty-six and two-thirds percent in principal amount of the Bonds then outstanding and entitled to consent, and of not less than sixty-six and two-third percent, in principal amount of the Bonds then outstanding and entitled to consent of each series affected thereby in case one or more but less than all of the series of Bonds issued under the Indenture are so affected, the rights and obligations of the Company and of the holders of Bonds and coupons appurtenant to coupon Bonds, if any, and the terms and provisions of the Indenture and of any instrument supplemental thereto may be modified from time to time, provided that no such modification or alteration shall be made which would postpone the date fixed herein or in the Indenture for the payment of the principal of, or any installment of interest on, the Bonds, or reduce the principal of, or the rate of interest payable on, the Bonds, or reduce the percentage of the principal amount of Bonds the consent of which is required for the authorization of any such modification or alteration, without the consent of all of the holders affected thereby. The rights, duties or immunities of the Trustee shall not be modified without the written consent of the Trustee.

As provided in the Indenture, said Bonds are issuable in series which may vary as in the Indenture provided or permitted. This Bond is one of a series of Bonds authorized by the Second Supplemental Indenture and entitled "First Mortgage Bonds, 6.125% Series AF Due 2039" (the "Series AF Bonds").

Pursuant to the provisions of Section 8.05 of the Indenture, the Company may request the Trustee to apply moneys deposited with the Trustee ("Trust Moneys") for various reasons toward the redemption of those Bonds, including payment of premium and accrued interest, selected by the Company. In the Second Supplemental Indenture, the Company has covenanted that the Bonds may only be called for redemption by the Company, as a whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of Series AF Bonds to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to

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the date of redemption) discounted, at the then current Treasury Rate (as defined in the Supplemental Indenture) plus 25 basis points, to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) plus in each case, accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

Notice of each redemption shall be mailed to all registered owners not less than thirty nor more than fifty days before the redemption date.

Pursuant to the provisions of Section 8.08 of the Indenture, the Series AF Bonds are further subject to redemption, in whole or in part, by the Trustee applying certain Trust Moneys which have been held by the Trustee for a period of over two years. Any such redemption is made pro rata among the series of Bonds then outstanding in the ratio of principal amount. Redemption is at 100 percent of principal, plus any premium due at the time of redemption and accrued interest to the redemption date.

If this Bond or any portion thereof (\$1,000 or a multiple) shall be duly called for redemption as provided in the Indenture, this Bond or such portion thereof shall (unless the Company shall default in the payment of the redemption price) cease to bear interest from and after the date fixed for redemption.

Upon any partial redemption of this Bond, this Bond may, at the option of the registered holder hereof, be either (a) surrendered to the Trustee in exchange for one or more new Series AF Bonds for the principal amount of the unredeemed portion of this Bond or (b) submitted to the Trustee for notation hereon by the Trustee of the payment of the portion of the principal hereof so called for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of this Bond may become or be declared due and payable, in the manner and with the effect provided in the Indenture.

A certificate in global form representing all or a portion of the Bonds may not be transferred except as a whole by the Depository for such series to a nominee of such Depository or by a nominee of such Depository to such Depository or another nominee of such Depository or by such Depository or any such nominee to a successor Depository for such Bonds or a nominee of such successor Depository.

The Series AF Bonds are issuable as fully registered Bonds without coupons of the denominations of \$100,000 and any multiple of \$1,000 which may be executed by the Company and delivered to the Trustee for authentication and delivery. The Series AF Bonds, upon surrender thereof to the Trustee at its principal corporate trust office in the Borough of Manhattan, The City of New York, are exchangeable for other Bonds of the same series in such authorized denomination or denominations in the same aggregate principal amount, as may be requested by the holders surrendering the same.

The Company and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, for the purpose of receiving payment of or on account of the principal hereof and interest due hereon, and neither the Company nor the Trustee

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shall be affected by any notice to the contrary. Interest payable herein shall be paid to the person in whose name the Bond is registered at the close of business on the April 15 or October 15 (whether or not on a business day) next preceding the interest payment date, except for defaulted interest and unmatured accrued interest on the Series AF Bonds called for redemption on a date other than an interest payment date.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon or otherwise in respect hereof or of the Indenture or of any indenture supplemental thereto, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise howsoever; all such liability being, by the acceptance hereof and as a part of the consideration for the issuance hereof, expressly waived and released by every holder hereof, as more fully provided in the Indenture; provided, however, that nothing herein or in the Indenture contained shall be taken to prevent recourse to and the enforcement of the liability, if any, of any shareholder or any stockholder or subscriber to capital stock upon or in respect of shares of capital stock not fully paid up.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed in its name by its President or one of its Vice Presidents, and its corporate seal to be impressed or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries.

Dated:

BLACK HILLS POWER, INC.

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_  
Secretary

(TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This is one of the Bonds, of the series designated therein, described in the within mentioned Indenture.

THE BANK OF NEW YORK MELLON, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

(a) Notwithstanding the provisions of Section 8.05 of the Indenture, the Series AF Bonds, upon the mailing of notice and in the manner provided in Section 10.03 of the Indenture, shall be redeemable at the option of the Company, as a whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of Series AF Bonds to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to the date of redemption) discounted, at the then current Treasury Rate plus 25 basis points, to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) plus in each case, accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

(b) Notwithstanding the provisions of Section 10.03 of the Indenture, in case of the redemption at any time of less than all the outstanding Series AF Bonds, the particular Bonds or parts thereof to be redeemed shall be selected by the Trustee from the outstanding Series AF Bonds not previously called for redemption as nearly as practicable pro rata among the registered holders of the Series AF Bonds according to the respective principal amounts of such Bonds, provided that the portions of the principal of Series AF Bonds at any time so selected for redemption in part shall be equal to \$1,000 or a multiple thereof. In connection with any such pro rata selection, the Trustee may make such adjustments upwards or downwards by no more than \$1,000 such that the Series AF Bonds shall be redeemed in authorized denominations, provided, further, that notwithstanding the foregoing provisions for pro rata selection of Series AF Bonds for redemption, beneficial interests in the Series AF Bonds evidenced by a Global Bond (as defined in Section 2.05(a)) may be selected for redemption by the Depository in accordance with its procedures therefor, which may provide for the use of an impartial lottery.

(c) Notwithstanding that Section 8.05 of the Indenture authorizes the Company to request the Trustee to apply Trust Moneys toward the redemption of Bonds to be selected by the Company, the Company does hereby covenant that the Company will not request the Trustee to apply any Trust Moneys to the redemption of the Series AF Bonds except pursuant to Section 2.03(a) of this Supplemental Indenture.

(d) Notwithstanding anything to the contrary contained in Section 10.03 of the Indenture, the notice of the foregoing redemption need not set forth the redemption price but only the manner of calculation thereof. The Company shall give the Trustee written notice of such redemption price promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation.

SECTION 2.04. No Sinking Fund. The Series AF Bonds are not entitled to the benefit of any sinking fund.

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SECTION 2.05. Bonds to be Issued in Global Form.

(a) The Series AF Bonds will be initially represented by one or more Bonds in global form (the "Global Bonds"). The Company hereby designates The Depository Trust Company as the initial Depository for the Global Bonds. The Global Bonds will be deposited with the Trustee, as custodian for the Depository. Unless and until it is exchanged in whole or in part for Bonds in certificated form, the Global Bonds may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository for the Bonds or a nominee of such successor Depository. The Depository may surrender the Global Bonds in exchange in whole or in part for Bonds in certificated form on such terms as are acceptable to the Company and the Depository.

(b) If at any time the Depository for the Global Bonds notifies the Company that it is unwilling or unable to continue as Depository for such Global Bonds or if at any time the Depository for the Series AF Bonds shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, the Company shall appoint a successor Depository with respect to such Global Bonds. If a successor Depository for such Global Bonds is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Series AF Bonds shall no longer be represented by Global Bonds and, subject to Section 2.07 of the Indenture, the Company will execute, and the Trustee, upon receipt of a Written Order of the Company for the authentication and delivery of individual Bonds in exchange for such Global Bonds, will authenticate and deliver individual Bonds of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such Global Bonds in exchange for such Global Bonds.

(c) Subject to the procedures of the Depository, the Company may at any time and in its sole discretion determine that the Series AF Bonds issued or issuable in the form of one or more Global Bonds shall no longer be represented by such Global Bond or Bonds. In such event, subject to Section 2.07 of the Indenture and to such procedures, the Company will execute, and the Trustee, upon receipt of a Written Order of the Company for the authentication and delivery of individual Bonds in exchange in whole or in part for such Global Bonds, will authenticate and deliver individual Bonds of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such Global Bonds in exchange for such Global Bonds.

(d) In any exchange provided for in Section 2.05(b) or (c), the Company will execute and the Trustee will authenticate and deliver individual Bonds in definitive registered form in authorized denominations. Upon the exchange of Global Bonds for individual Bonds, such Global Bonds shall be canceled by the Trustee. Series AF Bonds issued in exchange for Global Bonds pursuant to this Section 2.05 shall be registered in such names and in such authorized denominations as the Depository for such Global Bonds, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Bonds to the Persons in whose names such Bonds are so registered.

(e) Neither the Company, the Trustee nor any agent of the Company or the Trustee shall have any responsibility or liability for any aspect of the records relating to or payments

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made on account of beneficial ownership interests in a Global Bond or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

### ARTICLE THREE

#### MISCELLANEOUS

SECTION 3.01. Outstanding Bonds. The aggregate principal amount of Bonds which, immediately after the authentication and delivery of the Series AF Bonds to be issued under this Supplemental Indenture, will be outstanding under the provisions of, and secured by, the Indenture, as amended by this Supplemental Indenture, will be \$307,500,000, consisting of \$127,500,000 aggregate principal amount of the Bonds of Series Y, Z, AC and AE hereinbefore set forth in the second recital of this Supplemental Indenture and \$180,000,000 aggregate principal amount of Series AF Bonds hereby created.

SECTION 3.02. Receipt of Supplemental Indenture. The Company, by the execution hereof, acknowledges that a true copy of this Supplemental Indenture has been delivered to and received by it.

SECTION 3.03. Ratification of Indenture. Except as amended by this Supplemental Indenture, all the provisions, terms and conditions of the Indenture shall continue in full force and effect. The Company does hereby ratify and confirm its mortgage and pledge to the Trustee of

that property, real, personal and mixed described in the Indenture as being subject to the Lien of the Indenture.

SECTION 3.04. Sufficiency of Supplemental Indenture. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

SECTION 3.05. Counterparts. This Supplemental Indenture may be executed in several counterparts, all or any of which may be treated for all purposes as one original and shall constitute and be one and the same instrument.

SECTION 3.06. Governing Law. This Supplemental Indenture and each Series AF Bond shall be governed by and construed in accordance with the laws of the State of South Dakota without regard to the choice of law principles thereof. Notwithstanding the foregoing, the immunities and standard of care of the Trustee, Registrar and paying agent in connection with the administration of trusts and duties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, BLACK HILLS POWER, INC. has caused this Supplemental Indenture to be executed on its behalf by its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal to be hereto affixed and to be attested by its Secretary or an Assistant Secretary, and THE BANK OF NEW YORK MELLON, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by one of its Vice Presidents or Assistant Vice Presidents and its corporate seal to be hereto affixed and to be attested by one of its Vice Presidents, all as of the day and year first above written.

BLACK HILLS POWER, INC.

By: /s/ David R. Emery  
Name: David R. Emery  
Title: Chairman & CEO

ATTEST:

/s/ Roxann R. Basham  
Secretary

Signed, sealed and delivered by  
BLACK HILLS POWER, INC.  
in the presence of:

/s/ LeeAnn Steckler

/s/ Leslie Hartwell

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien  
Name: Laurence J. O'Brien  
Title: Vice President

ATTEST:

/s/ Christopher Greene, Vice President

Signed, sealed and delivered by  
THE BANK OF NEW YORK MELLON, as Trustee  
in the presence of:

/s/ Illegible

/s/ Illegible

STATE OF SOUTH DAKOTA            )  
  ) ss.:  
COUNTY OF PENNINGTON         )

On this 27th day of October, 2009, before me, LeeAnn Steckler, the undersigned officer, personally appeared David R. Emery, to me personally known, who acknowledged himself to be, and being by me duly sworn, did say that he is Chairman and Chief Executive Officer of BLACK HILLS POWER, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed by, and signed in the name of, the corporation, by him, as such Chairman and Chief Executive Officer and sealed on behalf of the corporation by authority of its Board of Directors for the purposes therein contained, and the said David R. Emery acknowledged the same as the free act and deed of said corporation.

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

[Notarial Seal]

/s/ LeeAnn Steckler  
Notary Public  
My Commission expires 06-23-2011

STATE OF NEW YORK                 )

COUNTY OF NEW YORK ) ss.:  
)

On this 27th day of October, 2009, before me, Carlos Luciano, the undersigned officer, personally appeared Laurence J. O'Brien, to me personally known, who acknowledged himself to be, and being by me duly sworn, did say that he is Vice President of THE BANK OF NEW YORK MELLON, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed by, and signed in the name of, the corporation, by him, as such Vice President, and sealed on behalf of the corporation by authority of its Board of Directors for the purposes therein contained, and the said Laurence J. O'Brien acknowledged the same as the free act and deed of said corporation.

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

[Notarial Seal]

/s/ Carlos Luciano  
Notary Public  
Commission expires April 30, 2010

ANNEX A TO SECOND  
SUPPLEMENTAL INDENTURE

LEGAL DESCRIPTIONS OF REAL PROPERTY

LANDS IN PENNINGTON COUNTY, SOUTH DAKOTA

1. That portion of the Northwest Quarter of the Southwest Quarter (NW1/4SW 1/4) of Section 24 in Township 1 North of Range 7 East of the Black Hills Meridian, in the City of Rapid City, Pennington County, South Dakota, lying south of Lot H1, as shown on the plat filed in Highway Plat Book 6, Page 11; and
2. The Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section 24 in Township 1 North of Range 7 East of the Black Hills Meridian, in the City of Rapid City, Pennington County, South Dakota; EXCEPTING therefrom Highway 16 Bypass; ALSO EXCEPTING therefrom Lot H1, as shown on the plat filed in Highway Plat Book 6, Page 22; AND EXCEPTING therefrom Lot H2, as shown on the plat filed in Highway Plat Book 11, Page 129.

LANDS IN MEADE COUNTY, SOUTH DAKOTA

1. B.H.P. & L. Utility Lot, formerly a portion of Lot 4 of the NE1/4SE1/4 of Section 36 in Township 5 North of Range 5 East of the Black Hills Meridian, Meade County, South Dakota, as shown on the plat filed in Plat Book 20, Page 243.
2. Piedmont Valley Substation Lot, a portion of Lot 8, Blk 1, Cooper's Subdivision, located in the (NW1/4NE1/4) of section 15 in Township 3 North of Range 6 East of the Black Hills Meridian, Meade County, South Dakota, as shown on the plat filed in Plat Book 20, Page 53.
3. Lot B of Lot 3 Lot MK-4 Brink Addition to the City of Sturgis, located in the SW1/4SE1/4 of Section 5 in Township 5 North of Range 5 East of the Black Hills Meridian, Meade County, South Dakota, as shown by the plat filed in Plat Book 20, Page 175.

LANDS IN BUTTE COUNTY, SOUTH DAKOTA

1. Tract C, Tract D and Tract E, located in the Southeast Quarter (SE 1/4) of Section 10, Township 8 North, Range 2 East of the Black Hills Meridian, City of Belle Fourche, Butte County, South Dakota, as shown on the plat recorded in Plat Book 5, page 18;

EXCEPTING therefrom that part of Tract C and Tract D deeded to Floyd Cooper in instrument recorded December 22, 1949, in Book 137, Page 137; AND EXCEPTING therefrom that part of Tract C deeded to Alber W. Turbiville and Alice L. Turbiville in instrument recorded October 24, 1961, in Book 156, Page 585.

LANDS IN FALL RIVER COUNTY, SOUTH DAKOTA

1. Tract Minnekahta Substation, together with a private access easement, located in the Northeast Quarter (NE1/4) of Section 18 Township 7 South Range 4 East of the Black Hills Meridian, Fall River County, South Dakota, as shown on the plat recorded in Book 22 of Plats, Page 83.

LANDS IN WESTON COUNTY, WYOMING

1. A Tract of land which lays in the SWNE of Section 29, Township 45 North, Range 61 West in Weston County, Wyoming, Tax Parcel ID 2856, more particularly described as follows: commencing at the NW corner of Block 11, original City of Newcastle; thence South 60° 53' 15" West for a distance of 680 ft to the railroad property boundary, thence North 29° 06' 45" West for a distance of 20 ft, thence North 00° 07' 25" West for 92.11 ft to the North side of West Main Street, thence North 60° 53' 15" East for 227.03 ft to the Southeast corner of the B.H.P. & L. Co. tract; thence North 29° 06' 45" West for 50.00 ft to the true point of beginning; thence North 60° 53' 15" East for 39.50 ft to a point; thence North 29° 06' 45" West for 49.00 ft to an aluminum capped rebar; thence North 60° 53' 15" East for a distance of 61.50 ft to an aluminum capped rebar; thence North 29° 06' 45" West for 160.00 ft to an aluminum capped rebar; thence South 60° 53' 15" West for 101.00 ft to an aluminum capped rebar; thence South 32° 31' 59" West for 58.98 ft to an aluminum capped rebar on East boundary of West Railroad Avenue; thence South 00° 07' 25" East along said East boundary of West Railroad Avenue for 110.00 ft to an aluminum capped rebar on North boundary of B.H.P. & L. tract; thence North 60° 53' 15" East for 105.63 ft to an aluminum capped rebar, at the most Northerly corner of B.H.P. & L. tract; thence South 29° 06' 45" East for a distance of 85.00 ft to an "x" in concrete drain & the point of beginning. Said tract contains 0.606 acres, more or less.

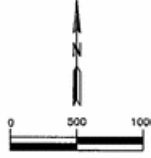
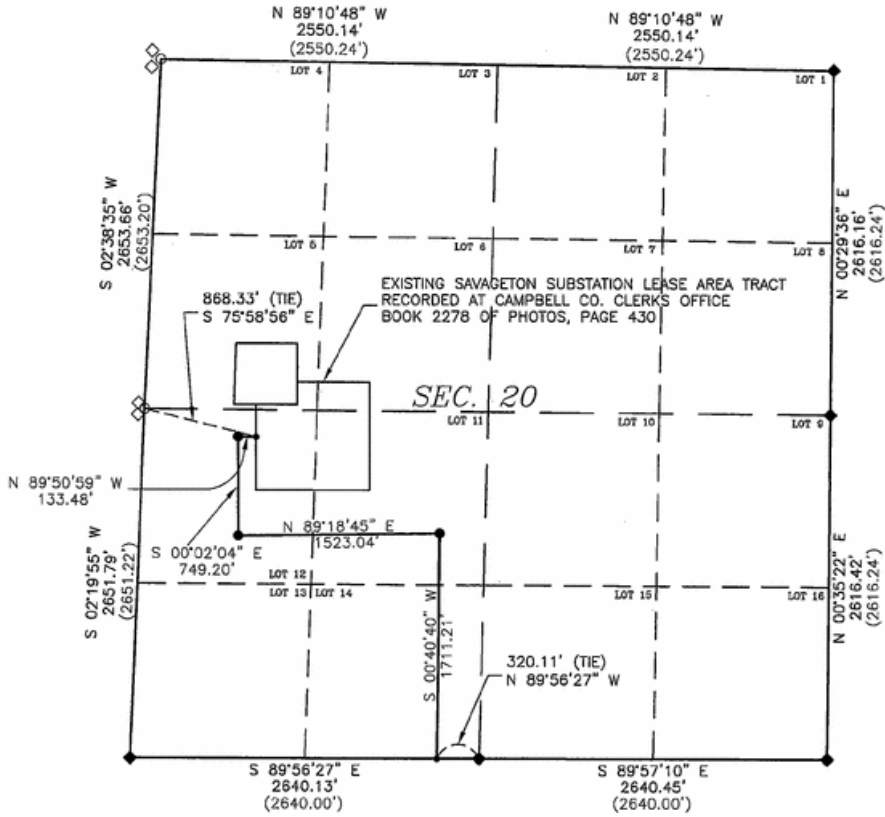
RIGHT OF WAY EASEMENTS OVER  
LANDS IN CAMPBELL COUNTY, WYOMING

[See attachment.]

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

SECTION 20, T. 44 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING

RECORD OWNER	FOOTAGE	RODS
JESSE DALE RUBY TRUST & MAX L RUBY REVOCABLE TRUST	4116.9'	249.51



- LEGEND:**
- ◆ 1991 B.L.M. BRASS CAP
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 11 (NE 1/4 SW 1/4), Lot 12 (NW 1/4 SW 1/4) and Lot 14 (SE 1/4 SW 1/4) of Section 20, Township 44 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the West 1/4 corner of said Section 20, said corner being referenced with two B.L.M. reference markers, thence S 75°58'56" E, a distance of 868.33 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline N 89°50'59" W, a distance of 133.48 feet; Thence along said centerline S 00°02'04" E, a distance of 749.20 feet; Thence along said centerline N 89°18'45" E, a distance of 1523.04 feet; Thence along said centerline S 00°40'40" W, a distance of 1711.21 feet to a point on the South line of said Section 20, said point being N 89°56'27" W, a distance of 320.11 feet from the South 1/4 corner of said Section 20, being a 1991 B.L.M. Brass cap.

Said easement centerline being 4116.93 feet in length, more or less with side lines shortened or extended to the recorded boundary.



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT**  
JESSE DALE RUBY TRUST  
MAX L RUBY REVOCABLE TRUST  
SEC. 20, T. 44 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

NOTE:  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

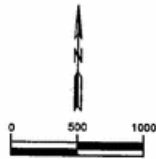
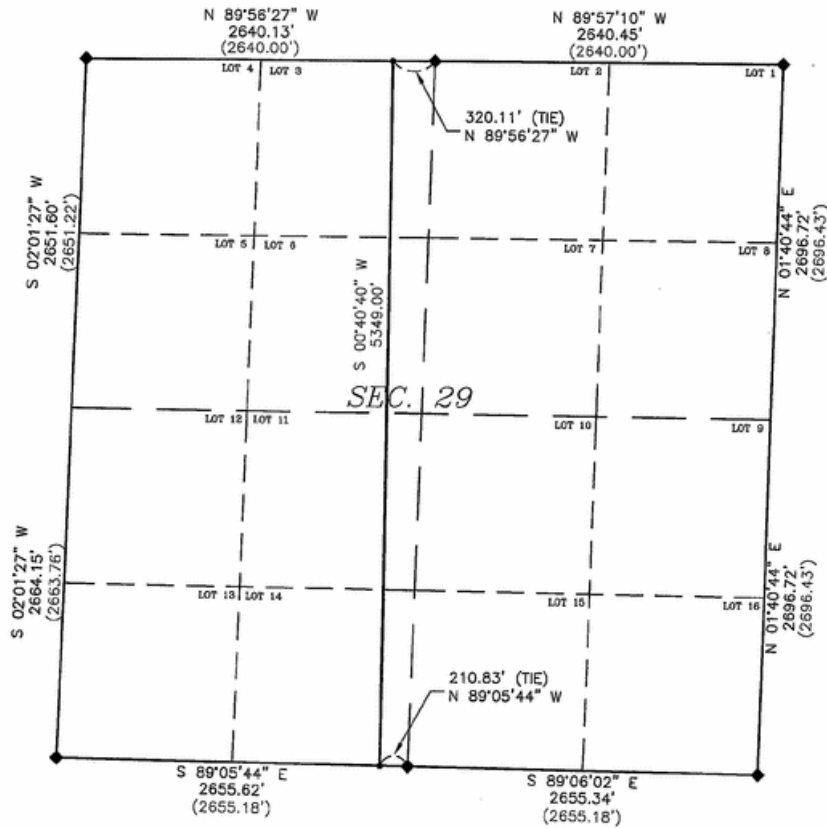


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 29, T. 44 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER  
JESSE DALE RUBY TRUST &  
MAX L RUBY REVOCABLE TRUST

FOOTAGE      RODS  
5349.0'      324.18



- LEGEND:**
- ◆ 1991 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4) and Lot 14 (SE 1/4 SW 1/4) of Section 29, Township 44 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 29, said corner being monumented with a 1991 B.L.M. Brass cap, thence N 89°56'27" W, a distance of 320.11 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°40'40" W, a distance of 5349.00 feet to a point on the South line of said Section 29, said point being N 89°05'44" W, a distance of 210.83 feet from the South 1/4 corner of said Section 29, being a 1991 B.L.M. Brass cap.

Said easement centerline being 5349.00 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
629 PALM STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
JESSE DALE RUBY TRUST  
MAX L RUBY REVOCABLE TRUST  
SEC. 29, T. 44 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lockway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

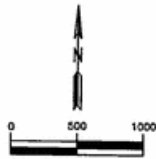
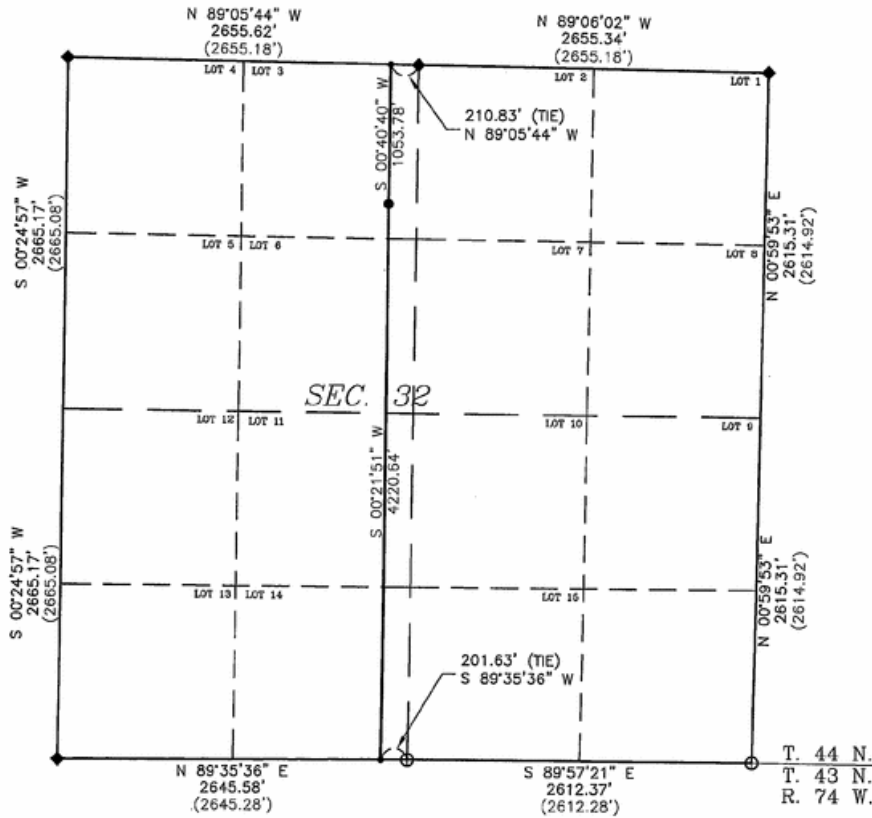


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR ENTRY: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 32, T. 44 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
JESSE DALE RUBY TRUST & MAX L RUBY REVOCABLE TRUST	5274.4'	319.66



- LEGEND:**
- ◆ 1991 B.L.M. BRASS CAP
  - ⊕ 1989 ALUMINUM CAP, LS 538
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4) and Lot 14 (SE 1/4 SW 1/4) of Section 32, Township 44 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 32, said corner being monumented with a 1991 B.L.M. Brass cap, thence N 89°05'44" W, a distance of 210.83 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°40'40" W, a distance of 1053.78 feet; Thence along said centerline S 00°21'51" W, a distance of 4220.64 feet to a point on the South line of said Section 32, said point being S 89°35'36" W, a distance of 201.63 feet from the South 1/4 corner of said Section 32, being a 1989 LS 538 Aluminum cap.

Said easement centerline being 5274.42 feet in length, more or less with side lines shortened or extended to the recorded boundary.



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
JESSE DALE RUBY TRUST  
MAX L RUBY REVOCABLE TRUST  
SEC. 32, T. 44 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-0547



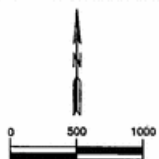
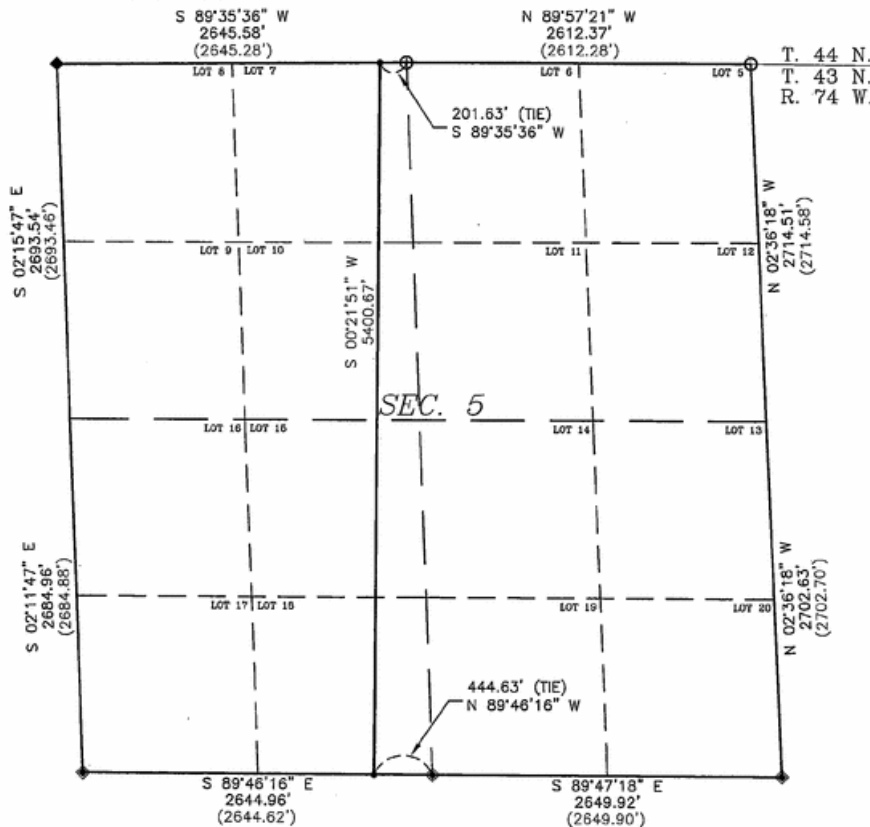
DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 5, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
JESSE DALE RUBY TRUST & MAX L RUBY REVOCABLE TRUST	5400.7'	327.32



- LEGEND:**
- ◆ 1991 B.L.M. BRASS CAP
  - ◆ 1992 B.L.M. BRASS CAP
  - ⊕ 1989 ALUMINUM CAP, LS 538
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 7 (NE 1/4 NW 1/4), Lot 10 (SE 1/4 NW 1/4), Lot 15 (NE 1/4 SW 1/4), Lot 18 (SE 1/4 SW 1/4) of Section 5, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 5, said corner being monumented with a 1989 LS 538 Aluminum cap, thence S 89°35'36" W, a distance of 201.63 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°21'51" W, a distance of 5400.67 feet to a point on the South line of said Section 5, said point being N 89°46'16" W, a distance of 444.63 feet from the South 1/4 corner of said Section 5, being a 1992 B.L.M. Brass cap.

Said easement centerline being 5400.67 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
635 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

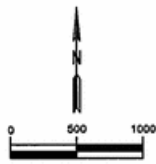
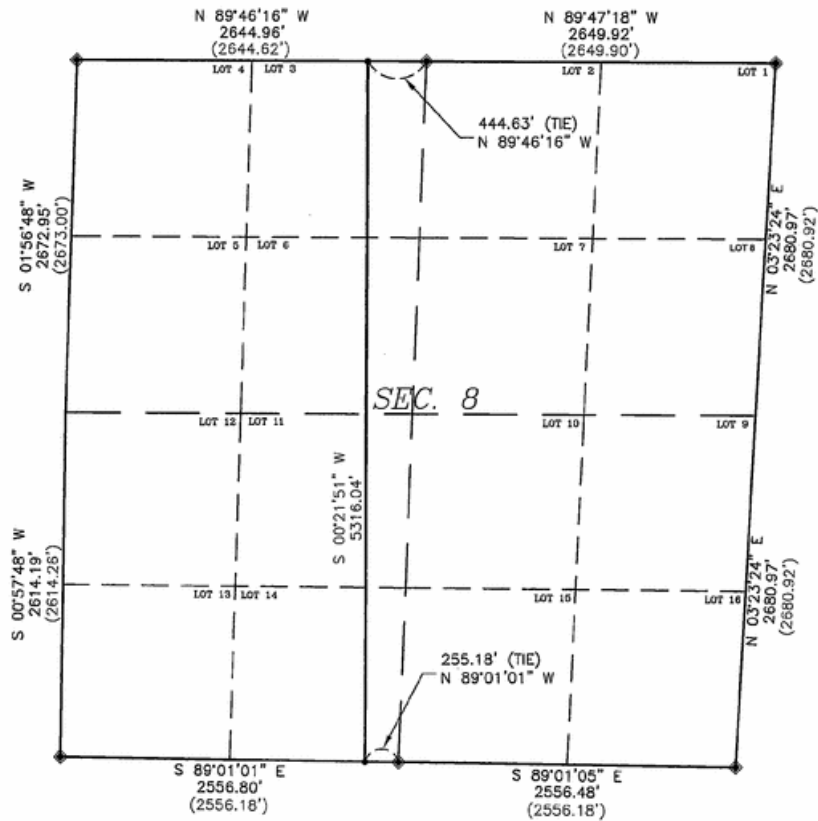


**RIGHT OF WAY EASEMENT**  
JESSE DALE RUBY TRUST  
MAX L RUBY REVOCABLE TRUST  
SEC. 5, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TJM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 8, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
PUMPKIN BUTTE RANCH, LLC	5316.0'	322.18



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4), Lot 14 (SE 1/4 SW 1/4) of Section 8, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 8, said corner being monumented with a 1992 B.L.M. Brass cap, thence N 89°46'16" W, a distance of 444.63 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°21'51" W, a distance of 5316.04 feet to a point on the South line of said Section 8, said point being N 89°01'01" W, a distance of 255.18 feet from the South 1/4 corner of said Section 8, being a 1992 B.L.M. Brass cap.

Said easement centerline being 5316.04 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
PUMPKIN BUTTE RANCH, LLC  
SEC. 8, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TEM
REVISION:	DATE: / /

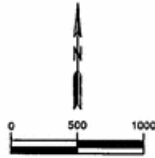
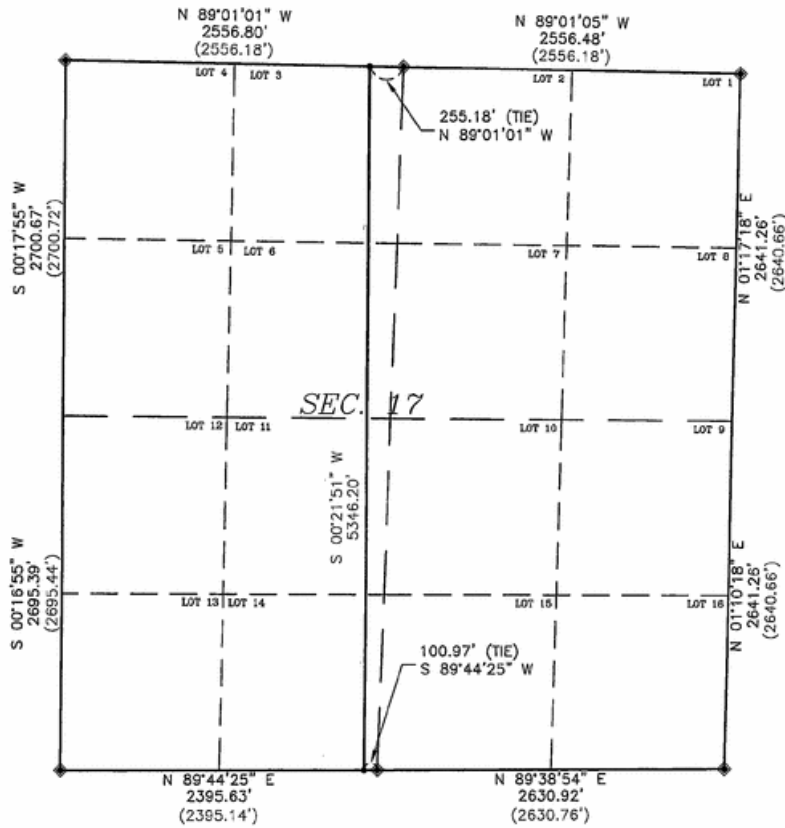
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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.**

SECTION 17, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING

RECORD OWNER  
C JAMES SPOMER AND  
CARLENE VAN BUGGENUM SPOMER

FOOTAGE  
5346.2'  
RODS  
324.01



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4), Lot 14 (SE 1/4 SW 1/4) of Section 17, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 17, said corner being monumented with a 1992 B.L.M. Brass cap, thence N 89°01'01" W, a distance of 255.18 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°21'51" W, a distance of 5346.20 feet to a point on the South line of said Section 17, said point being S 89°44'25" W, a distance of 100.97 feet from the South 1/4 corner of said Section 17, being a 1992 B.L.M. Brass cap.

Said easement centerline being 5346.20 feet in length, more or less with side lines shortened or extended to the recorded boundary.



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
C JAMES SPOMER AND  
CARLENE VAN BUGGENUM SPOMER  
SEC. 17, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 882-8547

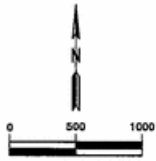
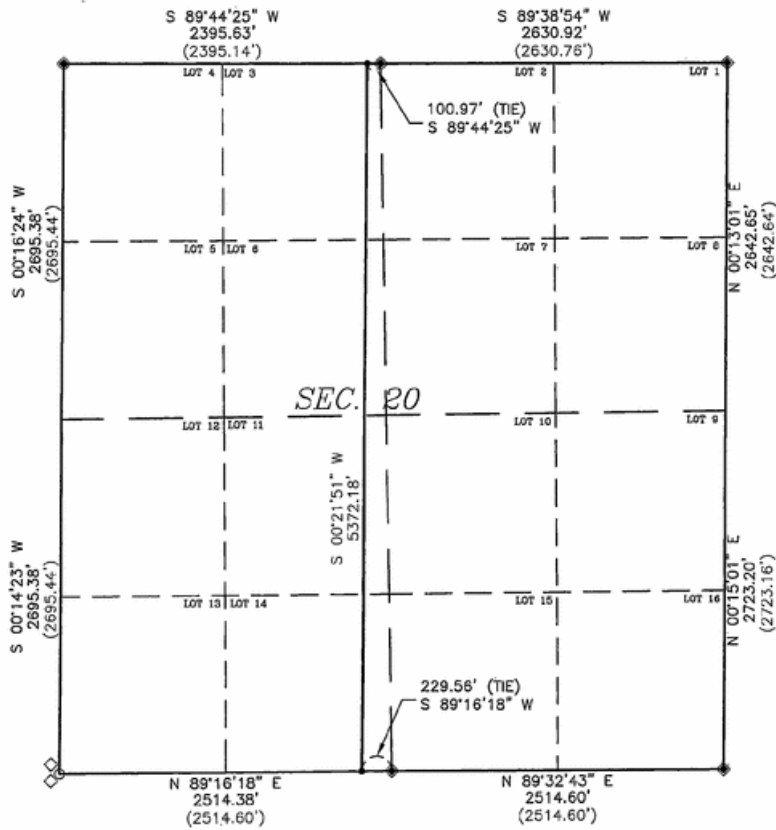


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 20, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
ATWOOD-LAUR FAMILY TRUST	5372.2'	325.59



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4), Lot 14 (SE 1/4 SW 1/4) of Section 20, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 20, said corner being monumented with a 1992 B.L.M. Brass cap, thence S 89°44'25" W, a distance of 100.97 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°21'51" W, a distance of 5372.18 feet to a point on the South line of said Section 20, said point being S 89°16'18" W, a distance of 229.56 feet from the South 1/4 corner of said Section 20, being a 1992 B.L.M. Brass cap.

Said easement centerline being 5372.18 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
ATWOOD-LAUR FAMILY TRUST**

SEC. 20, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-9547

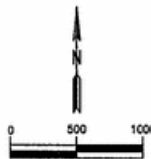
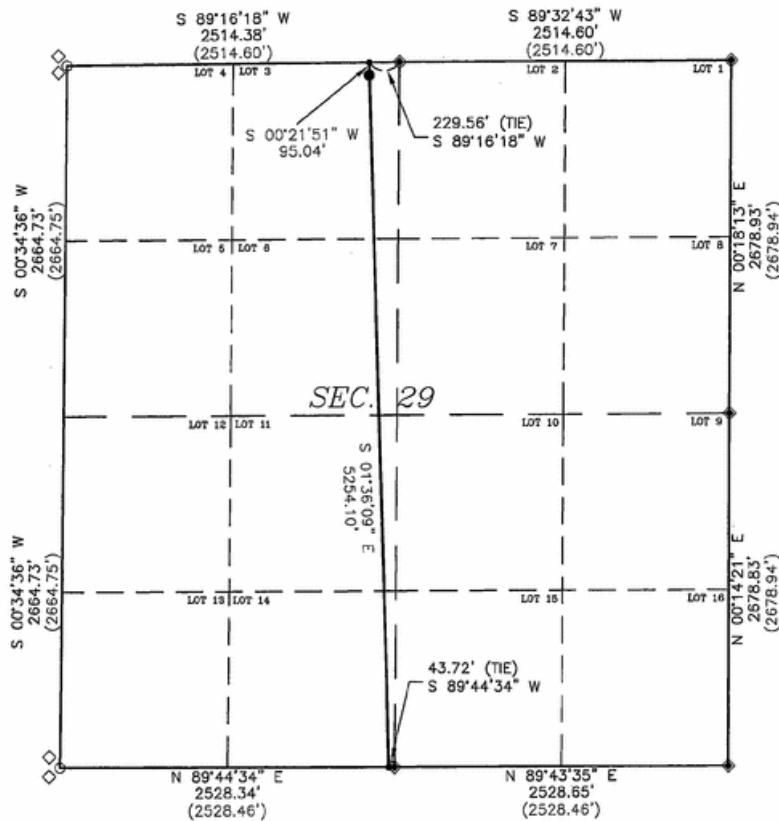


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-000\_RHP\_TRANSMISSION\_LINE-PHASE2\_FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY08-EP

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 29, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER: ATWOOD-LAUR FAMILY TRUST      FOOTAGE: 5349.2      RODS: 324.19



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4), Lot 14 (SE 1/4 SW 1/4), Lot 15 (SW 1/4 SE 1/4) of Section 29, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 29, said corner being monumented with a 1992 B.L.M. Brass cap, thence S 89°16'18" W, a distance of 229.56 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°21'51" W, a distance of 95.04 feet; Thence along said centerline S 01°36'09" E, a distance of 5254.10 feet to a point on the South line of said Section 29, said point being S 89°44'34" W, a distance of 43.72 feet from the South 1/4 corner of said Section 29, being a 1992 B.L.M. Brass cap.

Said easement centerline being 5349.15 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82715  
Office: (307) 682-8547



PREPARED FOR:  
**BLACK HILLS POWER, INC.**  
505 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

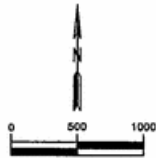
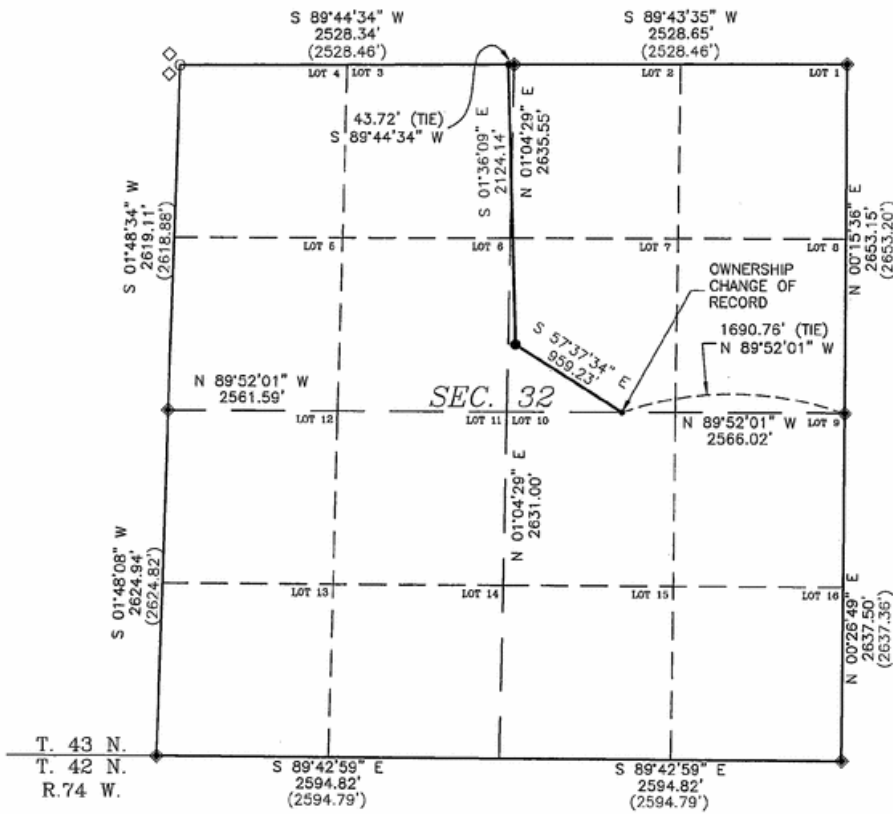


**RIGHT OF WAY EASEMENT  
ATWOOD-LAUR FAMILY TRUST  
SEC. 29, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

DATE: 05-14-09	DESIGNED BY: RTI
SCALE: 1" = 1000'	DRAWN BY: RTI/PK
CNTR INTRVL: N/A	APPROVED BY: RTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 32, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
ATWOOD-LAUR FAMILY TRUST	3083.4'	186.87



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 2 (NW 1/4 NE 1/4), Lot 3 (NE 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 7 (SW 1/4 NE 1/4) of Section 32, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 32, said corner being monumented with a 1992 B.L.M. Brass cap, thence S 89°44'34" W, a distance of 43.72 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 01°36'09" E, a distance of 2124.14 feet; Thence along said centerline S 57°37'34" E, a distance of 959.23 feet to a point on the South line of said Lot 7 (SW 1/4 NE 1/4), said point being N 89°52'01" W, a distance of 1690.76 feet from the East 1/4 corner of said Section 32, being a 1992 B.L.M. Brass cap.

Said easement centerline being 3083.38 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
600 W. 3RD STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
ATWOOD-LAUR FAMILY TRUST**

SEC. 32, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

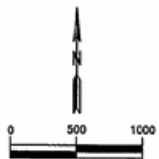
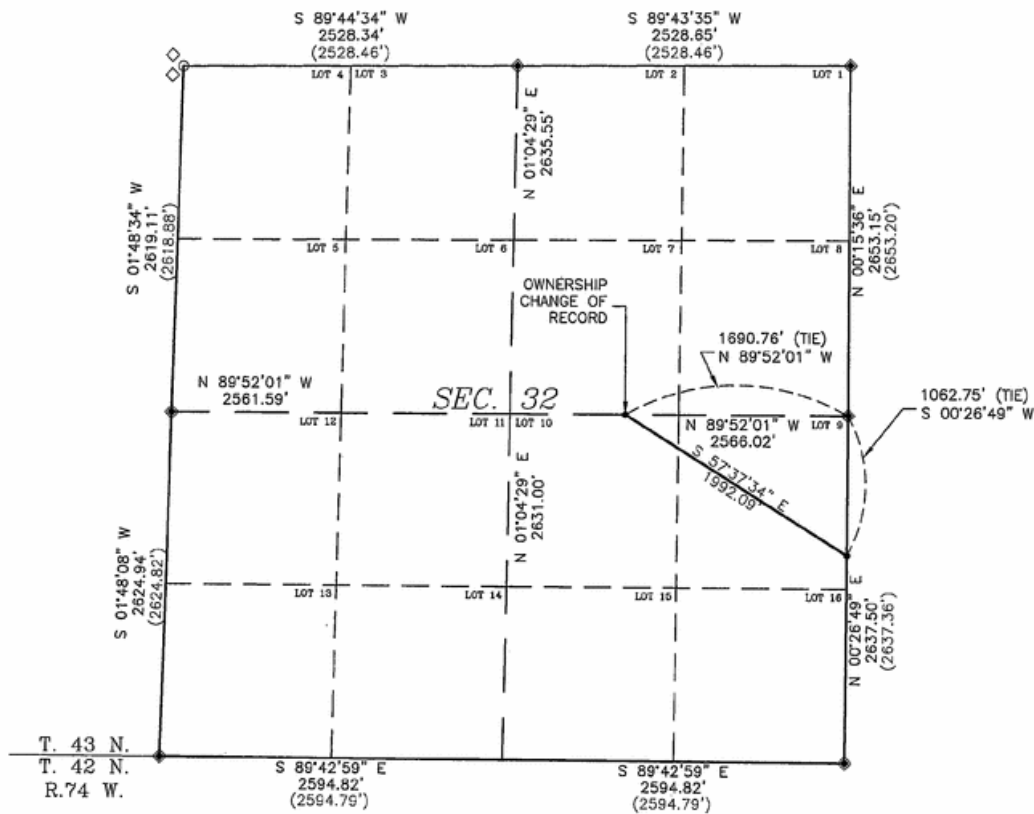
**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lockway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/JMB
CNTR. INTRVL: N/A	APPROVED BY: KTI/TJM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 32, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
IBERLIN RANCH LIMITED PARTNERSHIP	1992.1'	120.73



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 9 (NE 1/4 SE 1/4), Lot 10 (NW 1/4 SE 1/4) of Section 32, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 32, said corner being monumented with a 1992 B.L.M. Brass cap, thence N 89°52'01" W, a distance of 1690.76 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 57°37'34" E, a distance of 1992.09 feet to a point on the East line of said Section 32, said point being S 00°26'49" W, a distance of 1062.75 feet from the East 1/4 corner of said Section 32, being a 1992 B.L.M. Brass cap.

Said easement centerline being 1992.09 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
602 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
IBERLIN RANCH LIMITED PARTNERSHIP**

SEC. 32, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

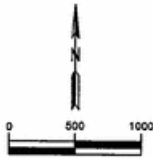
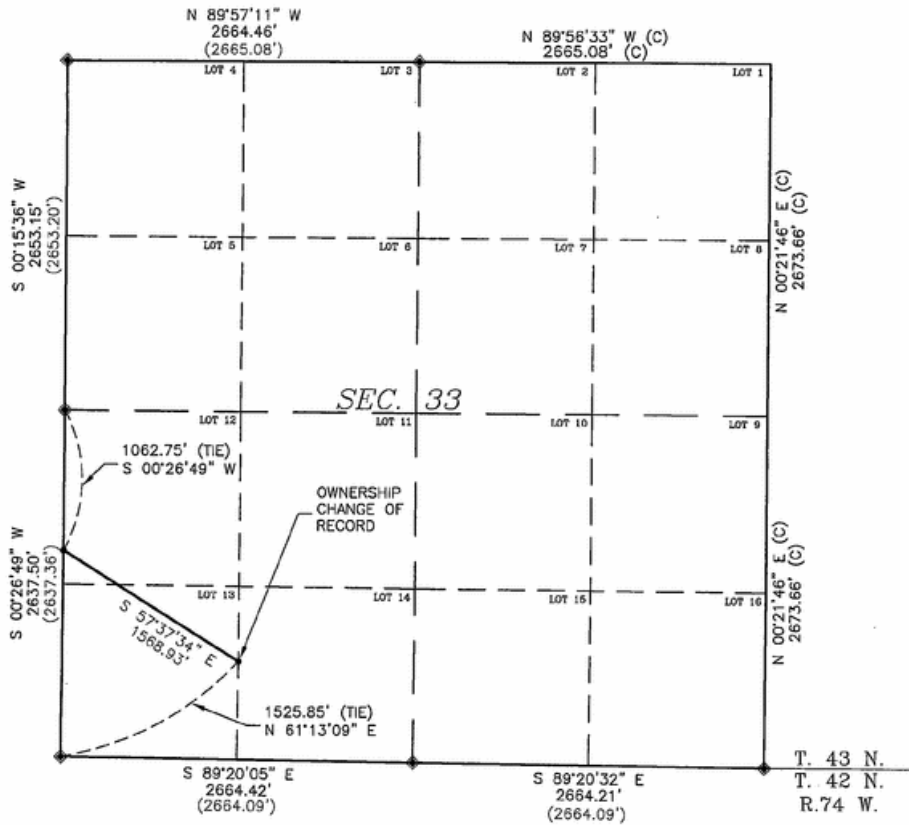


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CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 33, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
IBERLIN RANCH LIMITED PARTNERSHIP	1568.9'	95.08



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 12 (NW 1/4 SW 1/4) and Lot 13 (SW 1/4 SW 1/4) of Section 33, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the West 1/4 corner of said Section 33, said corner being monumented with a 1992 B.L.M. Brass cap, thence S 00°26'49" W, a distance of 1062.75 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 57°37'34" E, a distance of 1568.93 feet to a point on the East line of Lot 13 (SW 1/4 SW 1/4) of said Section 33, said point being N 61°13'09" E, a distance of 1525.85 feet from the Southwest corner of said Section 33, being a 1992 B.L.M. Brass cap.

Said easement centerline being 1568.93 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gilette, WY 82718  
Office: (307) 682-9547



PREPARED FOR:  
**BLACK HILLS POWER, INC.**  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



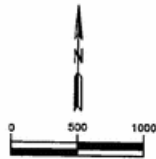
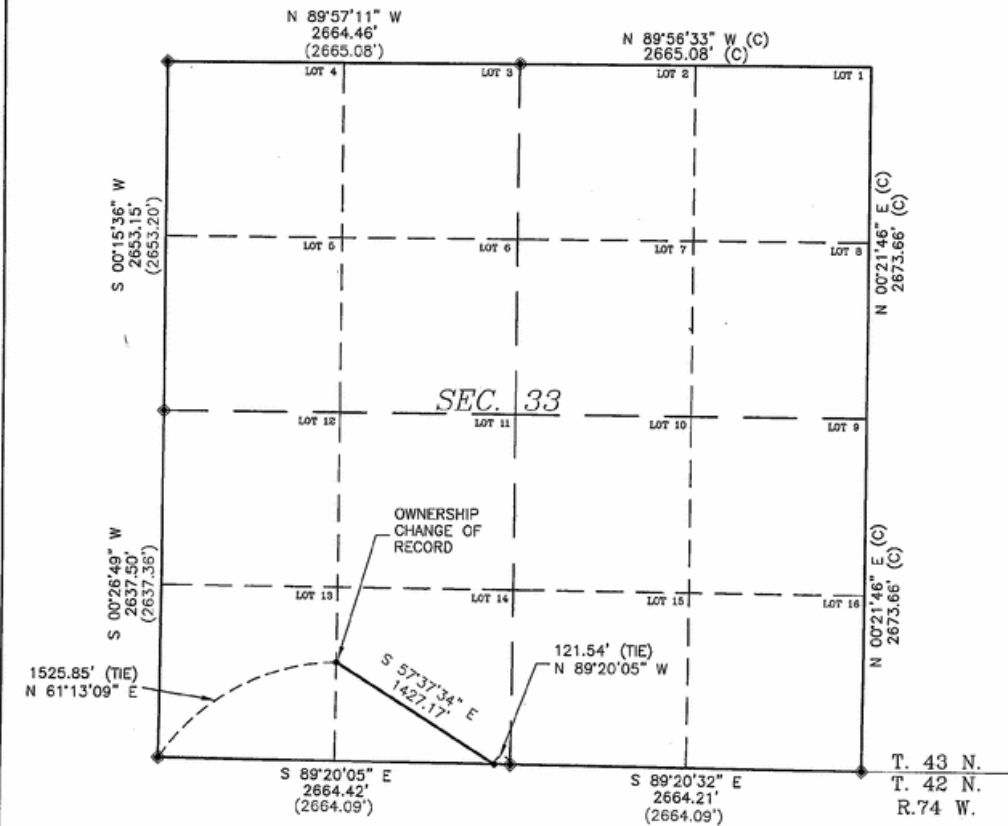
<b>RIGHT OF WAY EASEMENT IBERLIN RANCH LIMITED PARTNERSHIP</b>	
SEC. 33, T. 43 N., R. 74 W. CAMPBELL COUNTY, WYOMING	
DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INSTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /



**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 33, T. 43 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER  
ROBERT R AND DONA M ROUSH

FOOTAGE  
1427.2'  
RODS  
86.50



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of Lot 14 (SE 1/4 SW 1/4) of Section 33, Township 43 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Section 33, said corner being monumented with a 1992 B.L.M. Brass cap, thence N 61°13'09" E, a distance of 1525.85 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 57°37'34" E, a distance of 1427.17 feet to a point on the South line of said Section 33, said point being N 89°20'05" W, a distance of 121.54 feet from the South 1/4 corner of said Section 33, being a 1992 B.L.M. Brass cap.

Said easement centerline being 1427.17 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
ROBERT R AND DONA M ROUSH**

SEC. 33, T. 43 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

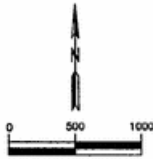
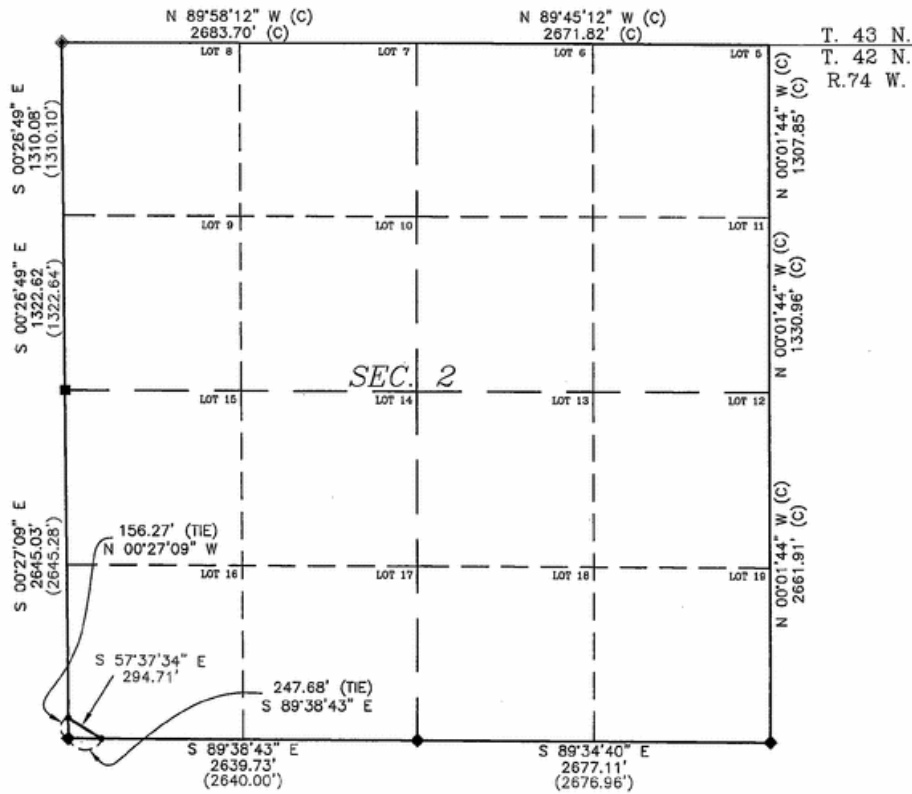


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2003-040\_BHP\_TRANSMISSION\_LINE-PLANS\FINAL\PLATS\HOR\_SEC\_PLATS\_GROUND\_VY93-3P

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 2, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
IBERLIN RANCH LIMITED PARTNERSHIP	294.7'	17.86



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - 1998 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID

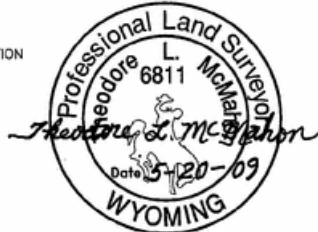
**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of Lot 16 (SW 1/4 SW 1/4) of Section 2, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Section 2, said corner being monumented with a 1997 B.L.M. Brass cap, thence N 00°27'09" W, a distance of 156.27 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 57°37'34" E, a distance of 294.71 feet to a point on the South line of said Section 2, said point being S 89°38'43" E, a distance of 247.68 feet from the Southwest corner of said Section 2, being a 1997 B.L.M. Brass cap.

Said easement centerline being 294.71 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
IBERLIN RANCH LIMITED PARTNERSHIP**

SEC. 2, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gilette, WY 82718  
Office: (307) 682-8547

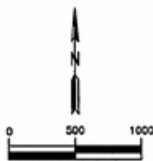
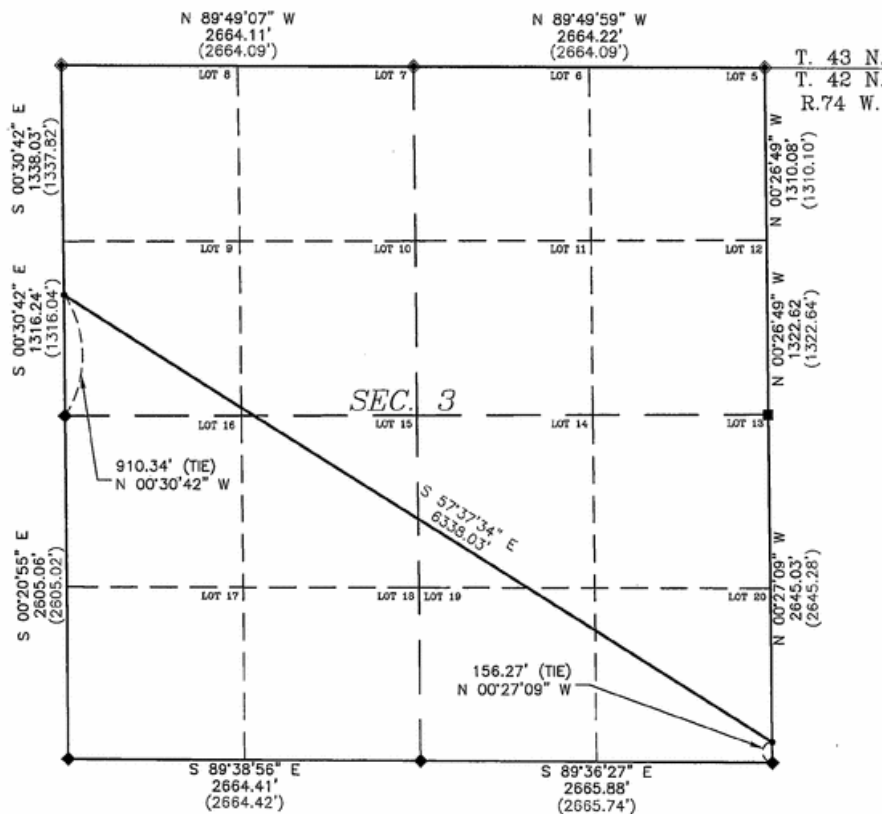


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CRTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: F:\2009-001\_BRP\_TRANSMISSION\_LINE-PHASE\FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY03-02

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 3, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER: IBERLIN RANCH LIMITED PARTNERSHIP      FOOTAGE: 6338.0'      RODS: 384.12



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - 1998 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 9 (SW 1/4 NW 1/4), Lot 10 (SE 1/4 NW 1/4), Lot 14 (NW 1/4 SE 1/4), Lot 15 (NE 1/4 SW 1/4), Lot 19 (SW 1/4 SE 1/4), Lot 20 (SE 1/4 SE 1/4) of Section 3, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the West 1/4 corner of said Section 3, said corner being monumented with a 1997 B.L.M. Brass cap, thence N 00°30'42" W, a distance of 910.34 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 57°37'34" E, a distance of 6338.03 feet to a point on the East line of said Section 3, said point being N 00°27'09" W, a distance of 156.27 feet from the Southeast corner of said Section 3, being a 1997 B.L.M. Brass cap.

Said easement centerline being 6338.03 feet in length, more or less with side lines shortened or extended to the recorded boundary.



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
623 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57705



**RIGHT OF WAY EASEMENT  
IBERLIN RANCH LIMITED PARTNERSHIP**

SEC. 3, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lokeway Rd.  
Suite 200  
Giblette, WY 82718  
Office: (307) 682-8547

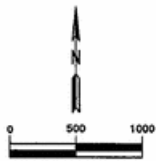
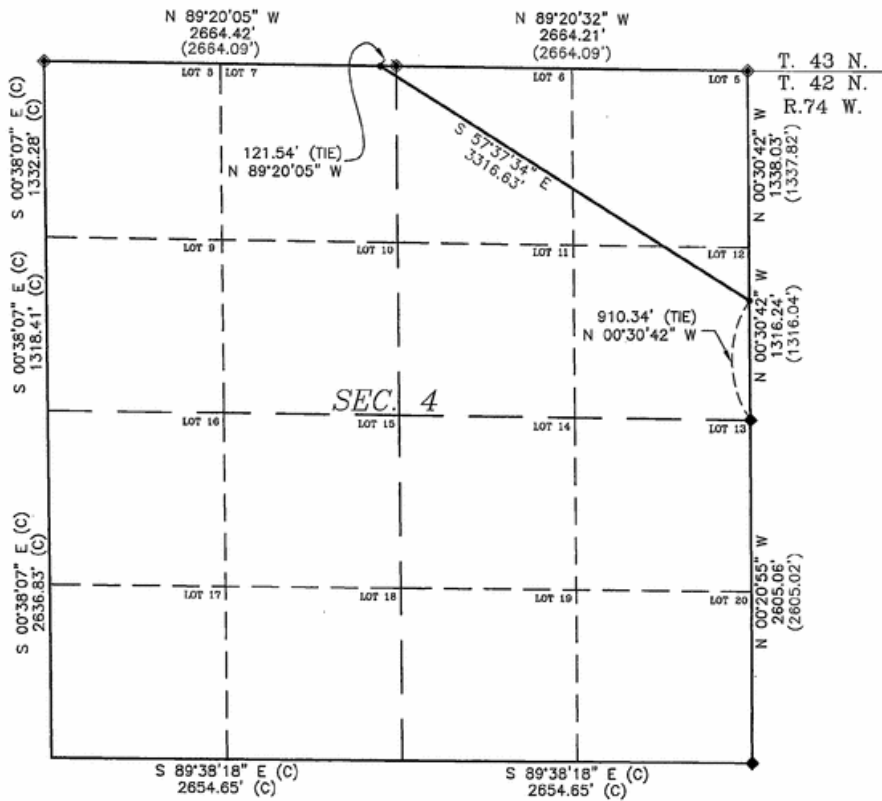


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\9008-003\_BHP\_TRANSMISSION\_LINE-PHASE1\FINAL\PLATS\HDR\_SEC.PLATS\_GROUND\_WYES-EP

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 4, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER: THE LBZ REVOCABLE TRUST      FOOTAGE: 3316.6'      RODS: 201.01



- LEGEND:**
- ◆ 1992 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 5 (NE 1/4 NE 1/4), Lot 6 (NW 1/4 NE 1/4), Lot 7 (NE 1/4 NW 1/4), Lot 12 (SE 1/4 NE 1/4) of Section 4, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 4, said corner being monumented with a 1992 B.L.M. Brass cap, thence N 89°20'05" W, a distance of 121.54 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 57°37'34" E, a distance of 3316.63 feet to a point on the East line of said Section 4, said point being N 00°30'42" W, a distance of 910.34 feet from the East 1/4 corner of said Section 4, being a 1997 B.L.M. Brass cap.

Said easement centerline being 3316.63 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
THE LBZ REVOCABLE TRUST  
SEC. 4, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-9547



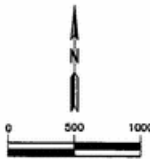
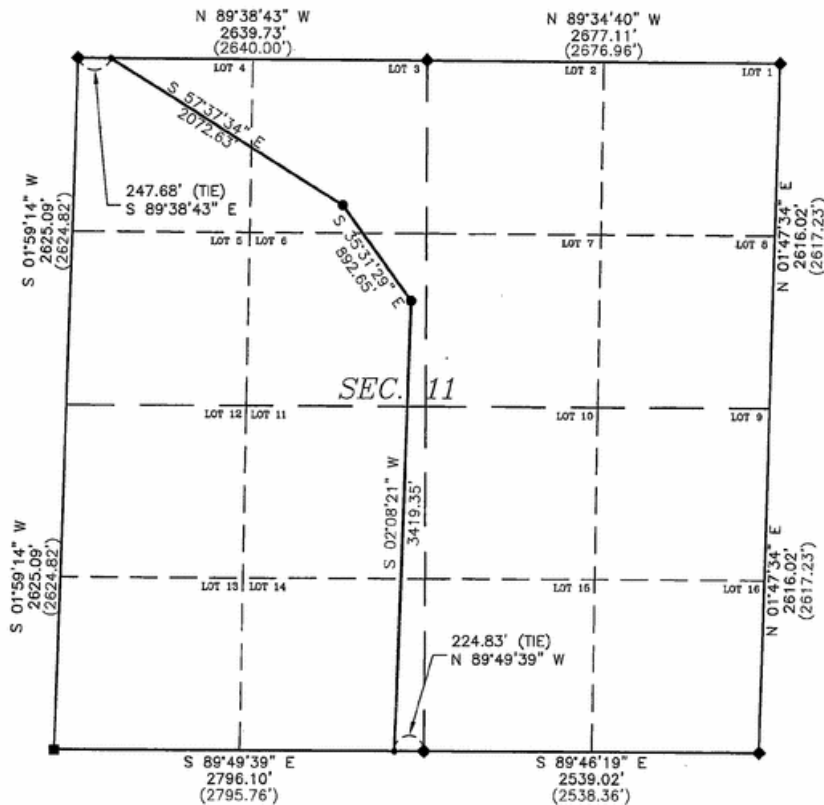
DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INSTR: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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

SECTION 11, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING

RECORD OWNER  
ROBERT R AND DONA M ROUSH  
ROUSH FAMILY TRUST

FOOTAGE  
6384.6'  
RCDs  
386.95'



- LEGEND:**
- ◆ 1997 B.L.M. BRASS CAP
  - 1998 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 4 (NW 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4), Lot 14 (SE 1/4 SW 1/4) of Section 11, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 11, said corner being monumented with a 1997 B.L.M. Brass cap, thence S 89°38'43" E, a distance of 247.68 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 57°37'34" E, a distance of 2072.63 feet to a point;  
Thence along said centerline S 35°31'29" E, a distance of 892.65 feet to a point;  
Thence along said centerline S 02°08'21" W, a distance of 3419.35 to a point on the South line of said Section 11, said point being N 89°49'39" W, a distance of 224.83 feet from the South 1/4 corner of said Section 11, being a 1997 B.L.M. Brass cap.

Said easement centerline being 6384.63 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lokeway Rd.  
Suite 200  
Gilette, WY 82718  
Office: (307) 682-9547



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

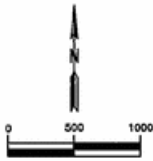
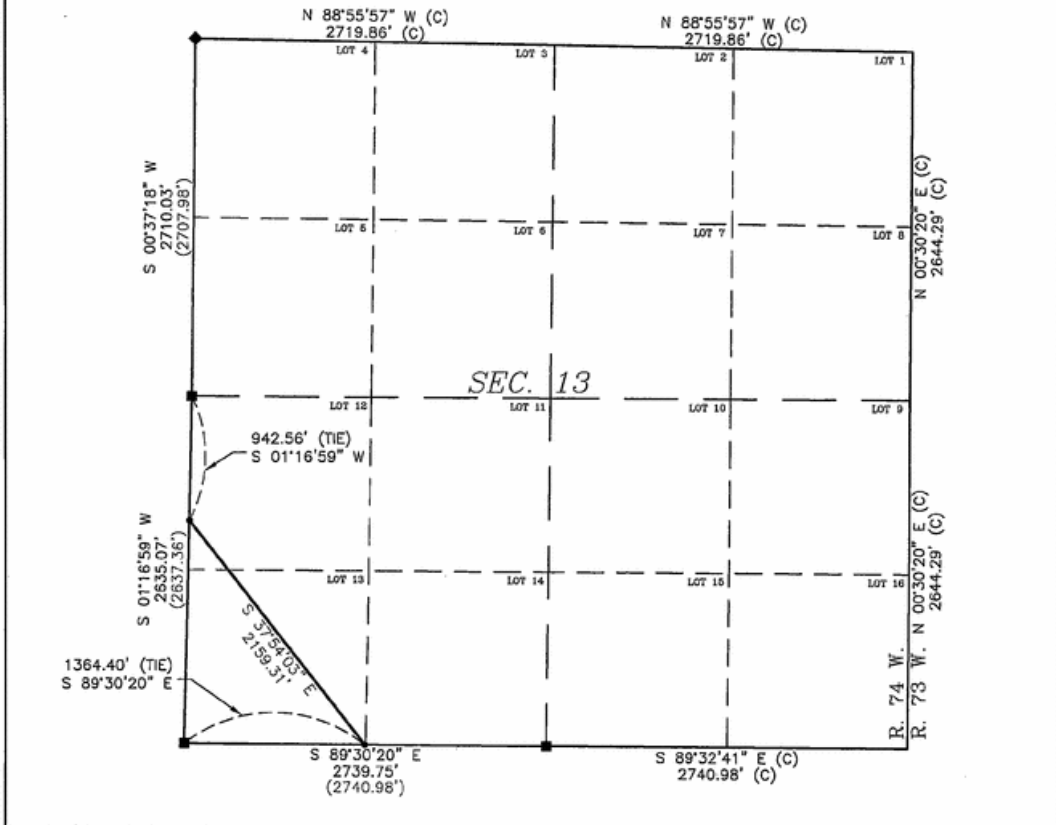


**RIGHT OF WAY EASEMENT**  
ROBERT R AND DONA M ROUSH  
ROUSH FAMILY TRUST  
SEC. 11, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 13, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
LELAND J TURNER, KAREN TURNER, JENNIFER LOUISE TURNER, WENDY CHRISTINE TURNER, MICHAEL WILLIAM TURNER	2159.3'	130.87



- LEGEND:**
- ◆ 1997 B.L.M. BRASS CAP
  - 1998 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 12 (NW 1/4 SW 1/4), Lot 13 (SW 1/4 SW 1/4) and Lot 14 (SE 1/4 SW 1/4) of Section 13, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the West 1/4 corner of said Section 13, said corner being monumented with a 1998 B.L.M. Brass cap, thence S 01°16'59" W, a distance of 942.56 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 37°54'03" E, a distance of 2159.31 feet to a point on the South line of said Section 13, said point being S 89°30'20" E, a distance of 1364.40 feet from the Southwest corner of said Section 13, being a 1998 B.L.M. Brass cap.

Said easement centerline being 2159.31 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT**  
L J TURNER, K TURNER, J L TURNER,  
W C TURNER, M W TURNER  
SEC. 13, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 692-6547



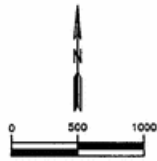
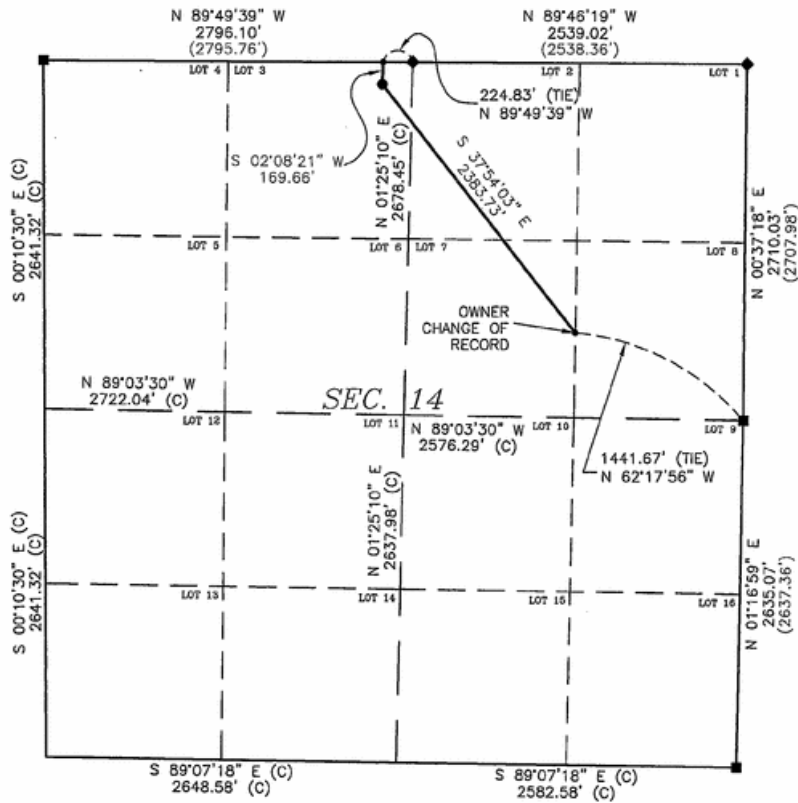
DATE: 08-31-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PR
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

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

SECTION 14, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING

RECORD OWNER	FOOTAGE	RODS
NINE MILE LAND COMPANY	2553.4'	154.75



- LEGEND:**
- ◆ 1997 B.L.M. BRASS CAP
  - 1998 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 2 (NW 1/4 NE 1/4), Lot 3 (NE 1/4 NW 1/4) and Lot 7 (SW 1/4 NE 1/4) of Section 14, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 14, said corner being monumented with a 1997 B.L.M. Brass cap, thence N 89°49'39" W, a distance of 224.83 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 02°08'21" W, a distance of 169.66 feet to a point;  
Thence along said centerline S 37°54'03" E, a distance of 2383.73 feet to a point on the East line of said Lot 7 (SW 1/4 NE 1/4) of Section 14, said point being N 62°17'56" W, a distance of 1441.67 feet from the East 1/4 corner of said Section 14, being a 1998 B.L.M. Brass cap.

Said easement centerline being 2553.39 feet in length, more or less with side lines shortened or extended to the recorded boundary.



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
628 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
NINE MILE LAND COMPANY**

SEC. 14, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

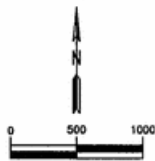
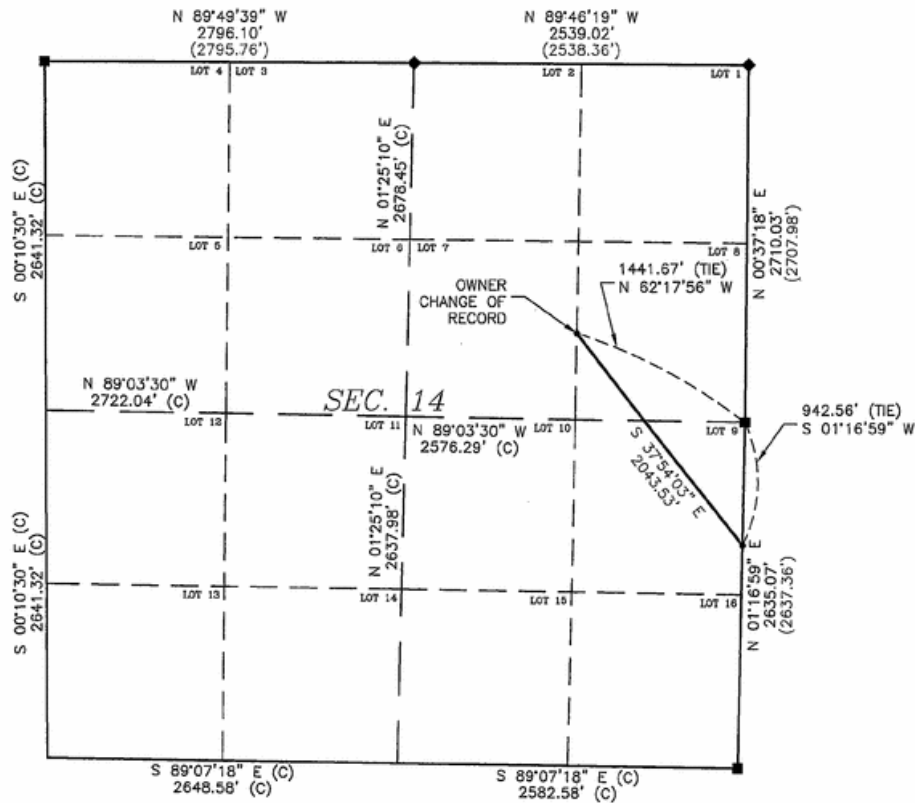


DATE: 08-31-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/JMB
CNTR INTVL: N/A	APPROVED BY: KTI/TJM
REVISION:	DATE: / /

FILE: P:\2008-020\_RWP\_TRANSMISSION\_LINE-PHASE2\FINAL\PLATS\HDR\_SEC\_PLATS\_GROUPD\_WY83-17

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 14, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

<b>RECORD OWNER</b>	<b>FOOTAGE</b>	<b>RODS</b>
LELAND J TURNER, KAREN TURNER, JENNIFER LOUISE TURNER, WENDY CHRISTINE TURNER, MICHAEL WILLIAM TURNER	2043.5'	123.85



- LEGEND:**
- ◆ 1997 B.L.M. BRASS CAP
  - 1998 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 8 (SE 1/4 NE 1/4) and Lot 9 (NE 1/4 SE 1/4) of Section 14, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 14, said corner being monumented with a 1998 B.L.M. Brass cap, thence N 62°17'56" W, a distance of 1441.67 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 37°54'03" E, a distance of 2043.53 feet to a point on the East line of said Section 14, said point being S 01°16'59" W, a distance of 942.56 feet from the East 1/4 corner of said Section 14, being a 1998 B.L.M. Brass cap.

Said easement centerline being 2043.53 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT**  
L J TURNER, K TURNER, J L TURNER,  
W C TURNER, M W TURNER  
SEC. 14, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



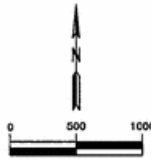
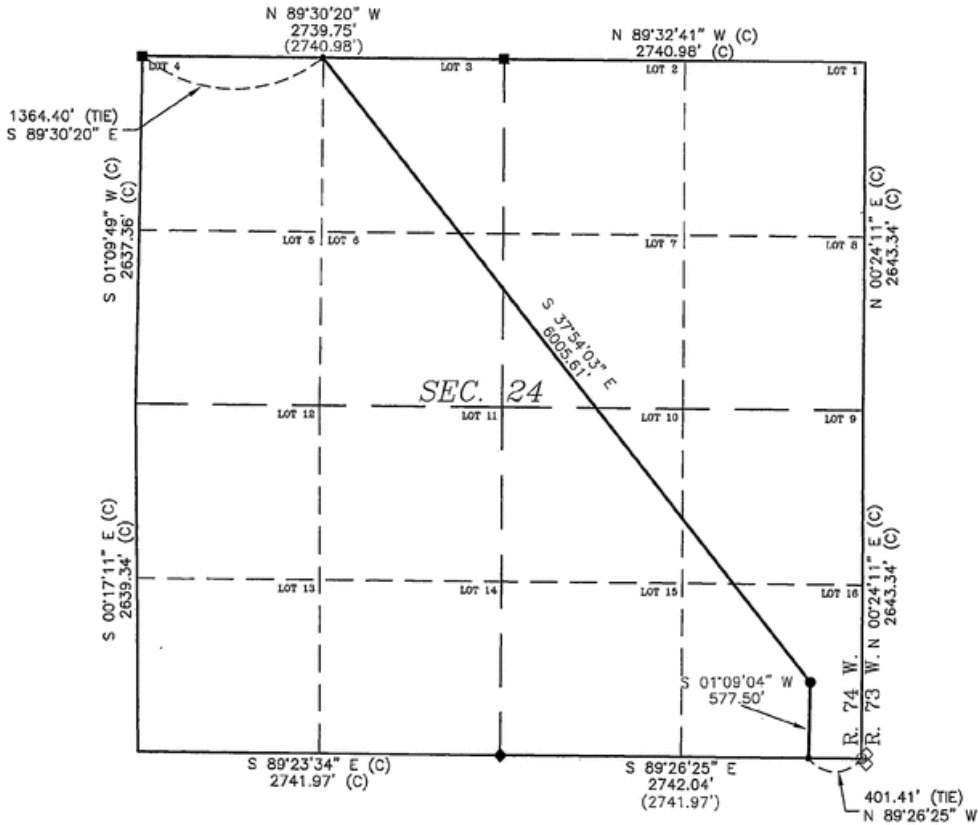
DATE: 08-31-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION: _____	DATE: / /



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

SECTION 24, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING

RECORD OWNER	FOOTAGE	RODS
LELAND J TURNER, KAREN TURNER, JENNIFER LOUISE TURNER, WENDY CHRISTINE TURNER, MICHAEL WILLIAM TURNER	6583.1'	398.98



- LEGEND:**
- ◆ 1997 B.L.M. BRASS CAP
  - 1998 B.L.M. BRASS CAP
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 4 (NW 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 7 (SW 1/4 NE 1/4), Lot 9 (NE 1/4 SE 1/4), Lot 10 (NW 1/4 SE 1/4) and Lot 16 (SE 1/4 SE 1/4) of Section 24, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 24, said corner being monumented with a 1998 B.L.M. Brass cap, thence S 89°30'20" E, a distance of 1364.40 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 37°54'03" E, a distance of 6005.61 feet to a point; Thence along said centerline S 01°09'04" W, a distance of 577.50 feet to a point on the South line of said Section 24, said point being N 89°26'25" W, a distance of 401.41 feet from the Southeast corner of said Section 24, said corner being referenced with two B.L.M. reference markers.

Said easement centerline being 6583.11 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
605 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT**  
L J TURNER, K TURNER, J L TURNER,  
W C TURNER, M W TURNER  
SEC. 24, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8347

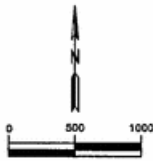
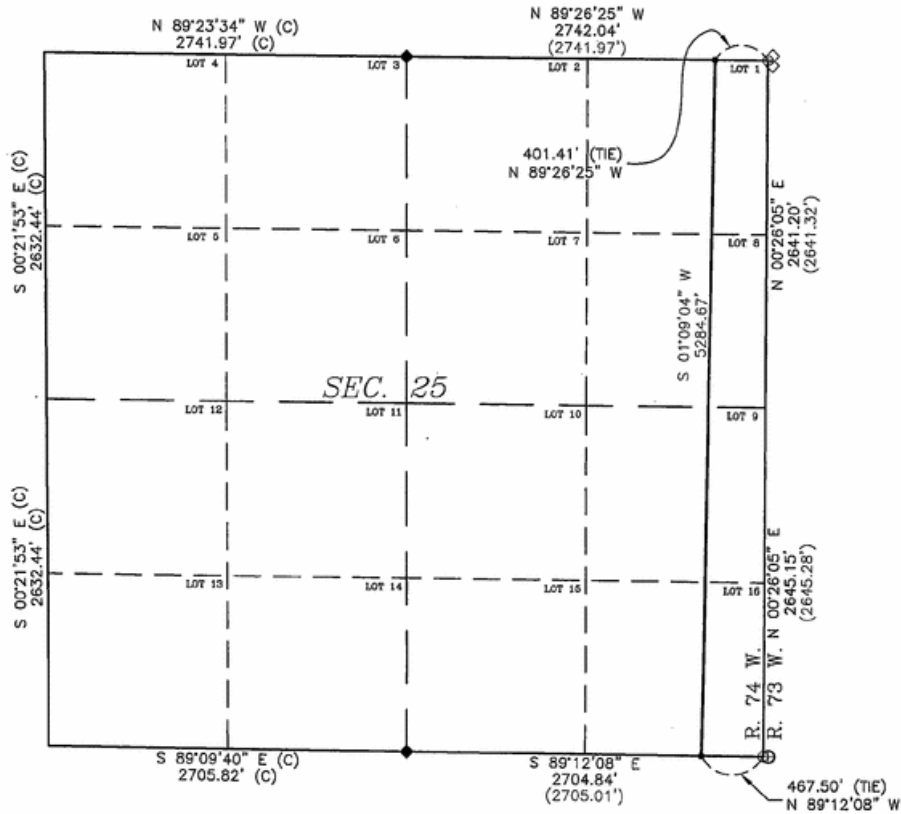


DATE: 08-31-09	DESIGNED BY: RTI
SCALE: 1" = 1000'	DRAWN BY: RTI/PK
CNTR INTRVL: N/A	APPROVED BY: RTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-090\_BHP\_TRANSMISSION\_LINE-PHASE1\FINAL\PLATS\HRR\_SEC\_PLATS\_GROUND\_WY03-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 25, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
LELAND J TURNER, KAREN TURNER, JENNIFER LOUISE TURNER, WENDY CHRISTINE TURNER, MICHAEL WILLIAM TURNER	5284.7	320.28



- LEGEND:**
- ◆ 1997 B.L.M. BRASS CAP
  - ⊕ 1980 LS 2327 ALUMINUM CAP WITNESS CORNER
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NE 1/4 NE 1/4), Lot 8 (SE 1/4 NE 1/4), Lot 9 (NE 1/4 SE 1/4) and Lot 16 (SE 1/4 SE 1/4) of Section 25, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 25, said corner being referenced with two B.L.M. reference markers, thence N 89°26'25" W, a distance of 401.41 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 01°09'04" W, a distance of 5284.67 feet to a point on the South line of said Section 25, said point being N 89°12'08" W, a distance of 467.50 feet from the Southeast corner of said Section 25, being referenced with a 1980 LS 2327 Aluminum cap.

Said easement centerline being 5284.67 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
820 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT**  
L J TURNER, K TURNER, J L TURNER,  
W C TURNER, M W TURNER  
SEC. 25, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



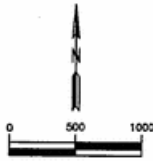
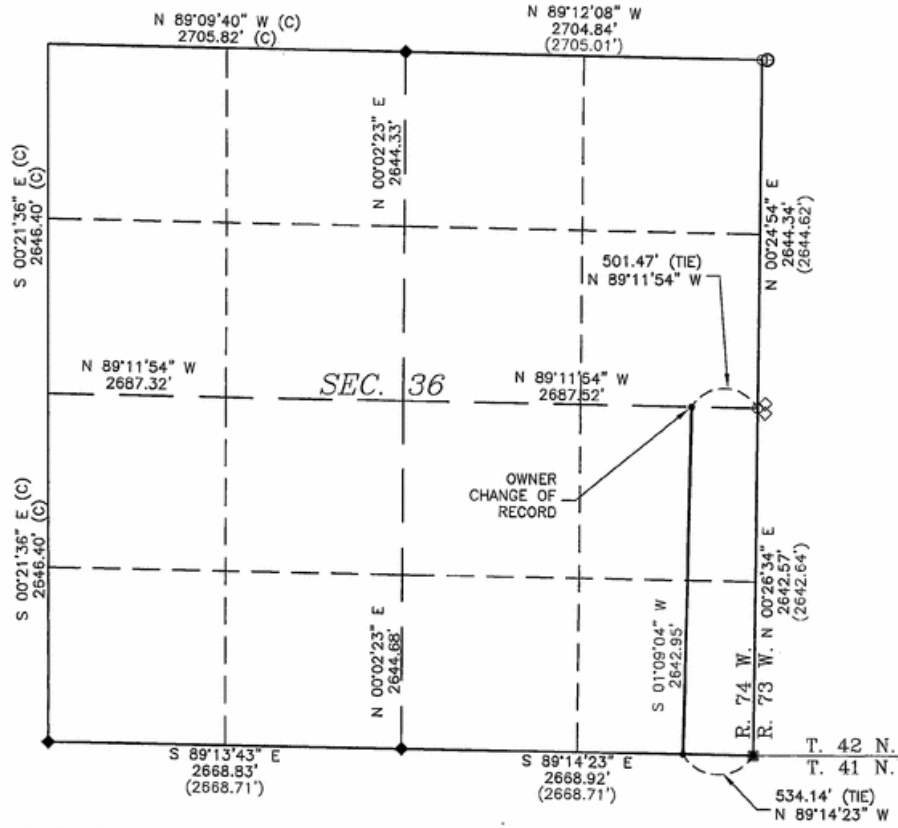
DATE: 06-29-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2009-020\_BHP\_TRANSMISSION\_LINE-PHASE2\FINAL\PLATS\GND\_SEC\_PLATS\_GROUND\_WY93-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 36, T. 42 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER  
NINE MILE LAND COMPANY

FOOTAGE 2643.0'  
RODS 160.18



- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ⊕ 1980 LS 2327 ALUMINUM CAP WITNESS CORNER
  - ◇ REFERENCE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of NE 1/4 SE 1/4 and SE 1/4 SE 1/4 of Section 36, Township 42 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 36, said corner being referenced with two B.L.M. Brass caps, thence N 89°11'54" W, a distance of 501.47 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 01°09'04" W, a distance of 2642.95 feet to a point on the South line of said Section 36, said point being N 89°14'23" W, a distance of 534.14 feet from the Southeast corner of said Section 36, being a 1955 B.L.M. Brass cap.

Said easement centerline being 2642.95 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
NINE MILE LAND COMPANY**

SEC. 36, T. 42 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

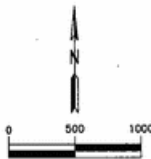
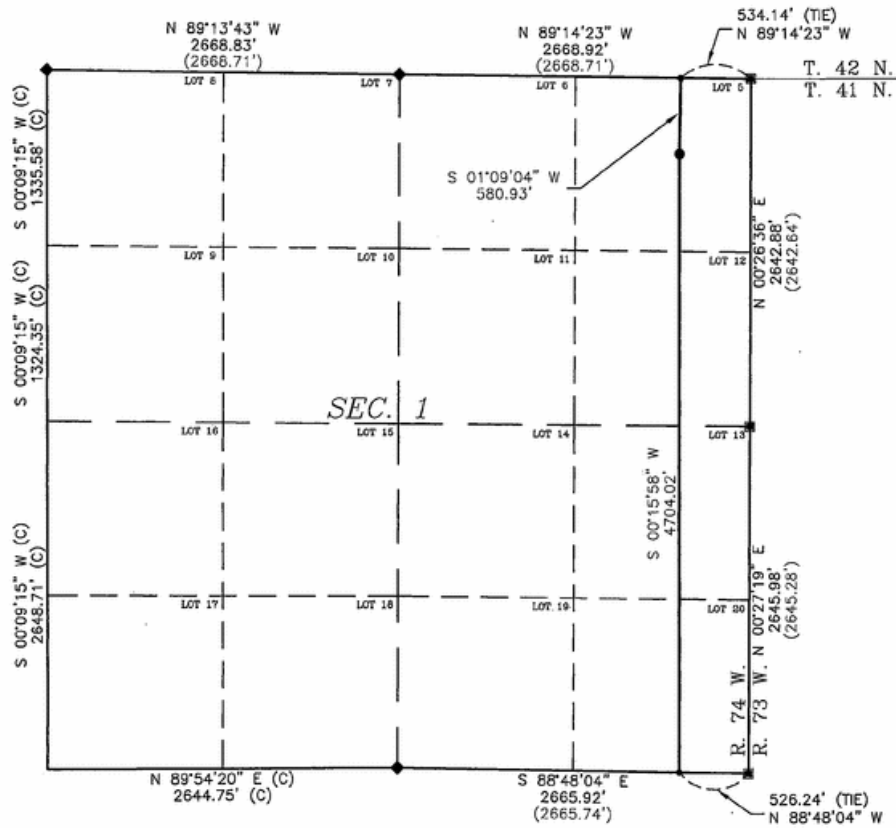


DATE: 05-29-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-020\_BHP\_TRANSMISSION\_LINE-PHASE3\_FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY83-87

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 1, T. 41 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
NINE MILE LAND COMPANY	5284.9'	320.30



- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 5 (NE 1/4 NE 1/4), Lot 12 (SE 1/4 NE 1/4), Lot 13 (NE 1/4 SE 1/4) and Lot 20 (SE 1/4 SE 1/4) of Section 1, Township 41 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 1, said corner being monumented with a 1955 B.L.M. Brass cap, thence N 89°14'23" W, a distance of 534.14 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 01°09'04" W, a distance of 580.93 feet; Thence along said centerline S 00°15'58" W, a distance of 4704.02 feet to a point on the South line of said Section 1, said point being N 88°48'04" W, a distance of 526.24 feet from the Southeast corner of said Section 1, being a 1955 B.L.M. Brass cap.

Said easement centerline being 5284.95 feet in length, more or less with side lines shortened or extended to the recorded boundary.



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Liskewy Rd.  
Suite 200  
Gilette, WY 82718  
Office: (307) 682-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 8th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

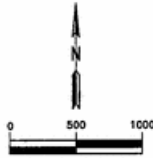
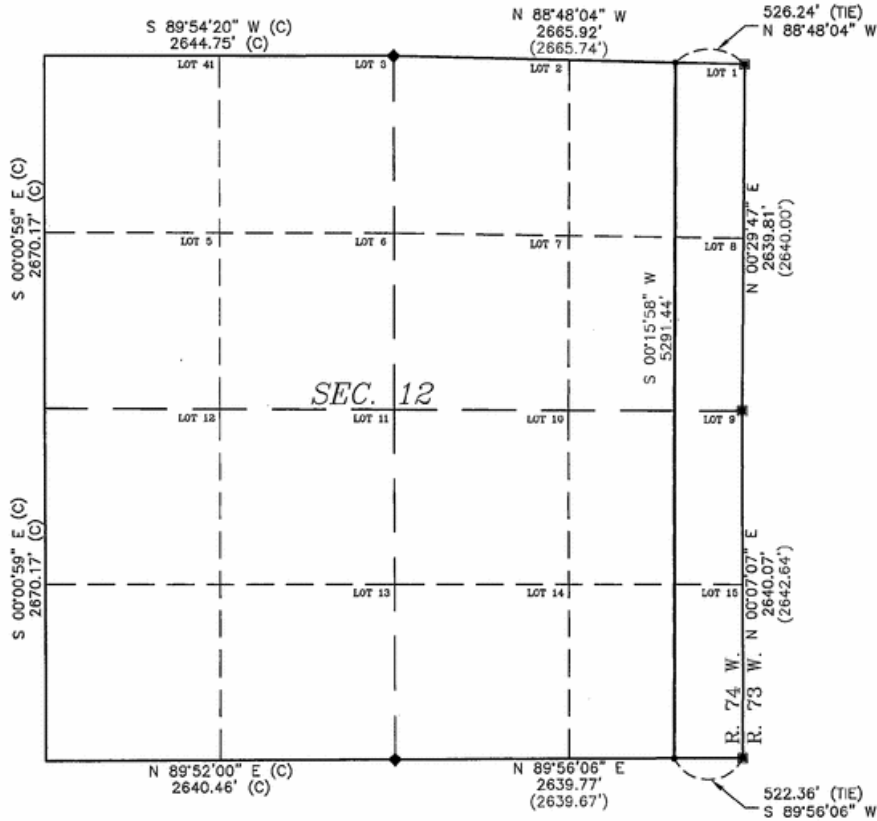


<b>RIGHT OF WAY EASEMENT NINE MILE LAND COMPANY</b>	
SEC. 1, T. 41 N., R. 74 W. CAMPBELL COUNTY, WYOMING	
DATE: 05-29-09	DESIGNED BY: XTI
SCALE: 1" = 1000'	DRAWN BY: XTI/JMS
CNTR INTVL: N/A	APPROVED BY: XTI/TLM
REVISION:	DATE: / /

FILE: 2008-080\_BHP\_TRANSMISSION\_LINE-PHASE/FINAL/PLATS/DR SEC PLATS GROUND.WT83-FP

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 12, T. 41 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER NINE MILE LAND COMPANY	FOOTAGE 5291.4'	RODS 320.69
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- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NE 1/4 NE 1/4), Lot 8 (SE 1/4 NE 1/4), Lot 9 (NE 1/4 SE 1/4) and Lot 15 (SE 1/4 SE 1/4) of Section 12, Township 41 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 12, said corner being monumented with a 1955 B.L.M. Brass cap, thence N 88°48'04" W, a distance of 526.24 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°15'58" W, a distance of 5291.44 feet to a point on the South line of said Section 12, said point being S 89°56'06" W, a distance of 522.36 feet from the Southeast corner of said Section 12, being a 1955 B.L.M. Brass cap.

Said easement centerline being 5291.44 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAN AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
NINE MILE LAND COMPANY  
SEC. 12, T. 41 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8347



DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: F:\2008-2009\_BHP\_TRANSMISSION\_LINE-PHASE2\7161\PLATS\SEC\_PLATS\_GROUND\_WY08-09

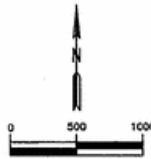
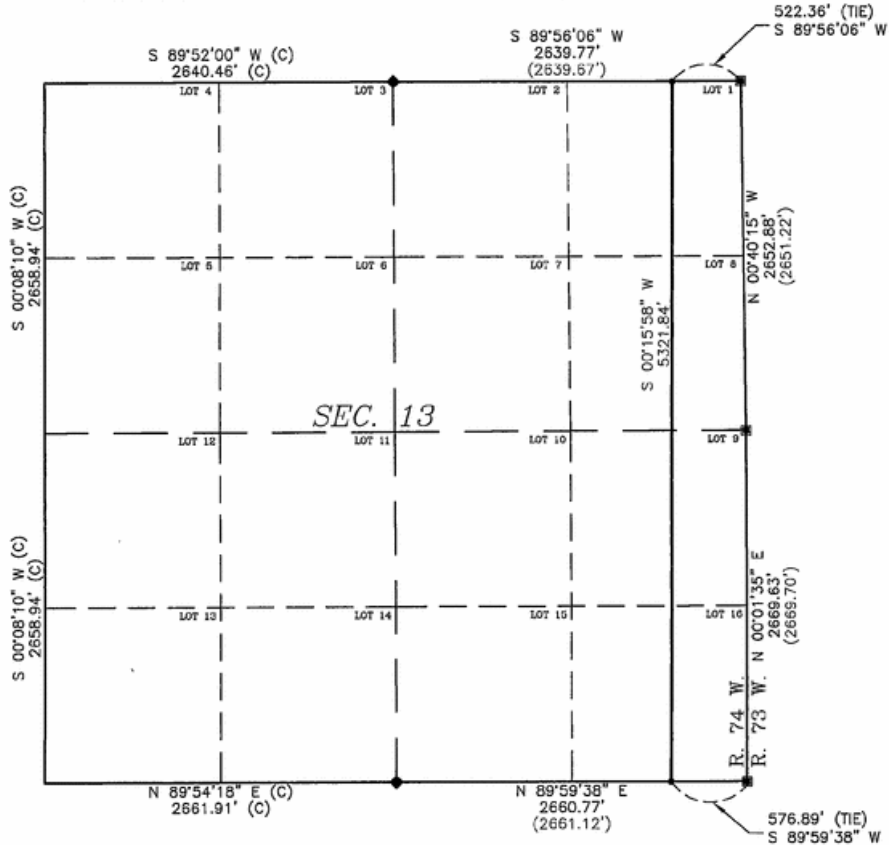
**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.**

SECTION 13, T. 41 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING

RECORD OWNER  
NINE MILE LAND COMPANY

FOOTAGE  
5321.8'

RODS  
322.53



- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NE 1/4 NE 1/4), Lot 8 (SE 1/4 NE 1/4), Lot 9 (NE 1/4 SE 1/4) and Lot 16 (SE 1/4 SE 1/4) of Section 13, Township 41 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 13, said corner being monumented with a 1955 B.L.M. Brass cap, thence S 89°56'06" W, a distance of 522.36 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°15'58" W, a distance of 5321.84 feet to a point on the South line of said Section 13, said point being S 89°59'38" W, a distance of 576.89 feet from the Southeast corner of said Section 13, being a 1955 B.L.M. Brass cap.

Said easement centerline being 5321.84 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
NINE MILE LAND COMPANY**

SEC. 13, T. 41 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



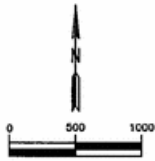
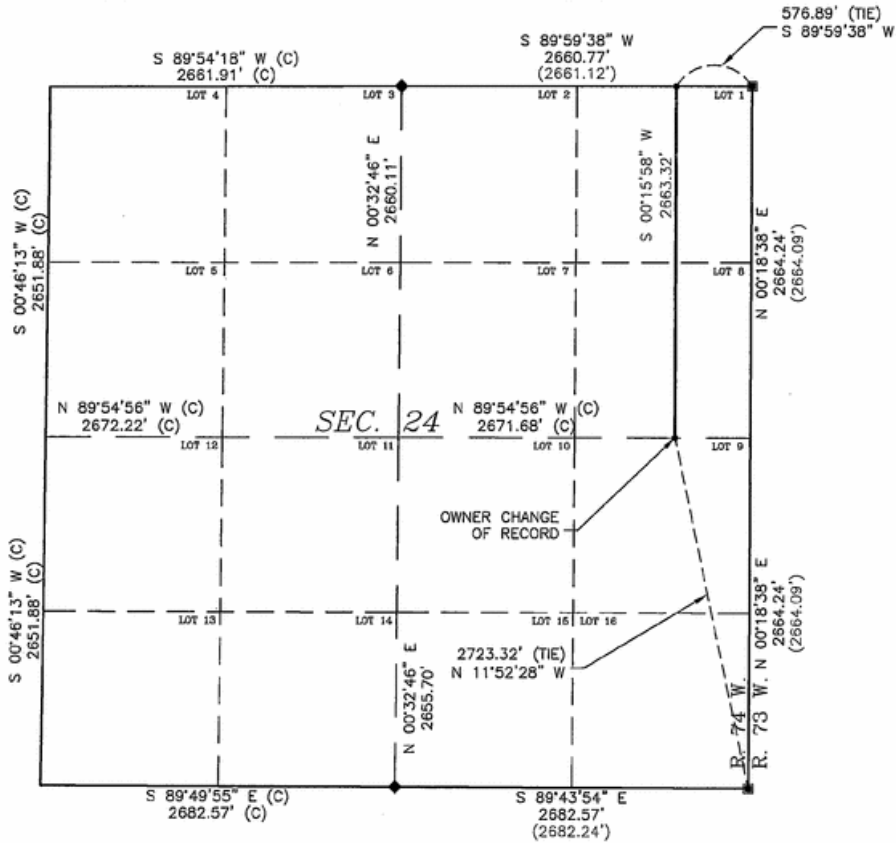
DATE: 05-28-09	DESIGNED BY: KTY
SCALE: 1" = 1000'	DRAWN BY: KTY/PK
CNTR INTRVL: N/A	APPROVED BY: KTY/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 24, T. 41 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER  
NINE MILE LAND COMPANY

FOOTAGE  
2663.3'

RODS  
161.41'



- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NE 1/4 NE 1/4) and Lot 8 (SE 1/4 NE 1/4) of Section 24, Township 41 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 24, said corner being monumented with a 1955 B.L.M. Brass cap, thence S 89°59'38" W, a distance of 576.89' feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°15'58" W, a distance of 2663.32 feet to a point on the South line of said Lot 8 (SE 1/4 NE 1/4), said point being N 11°52'28" W, a distance of 2723.32 feet from the Southeast corner of said Section 24, being a 1955 B.L.M. Brass cap.

Said easement centerline being 2663.32 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708

**RIGHT OF WAY EASEMENT  
NINE MILE LAND COMPANY**

SEC. 24, T. 41 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 692-8547

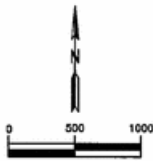
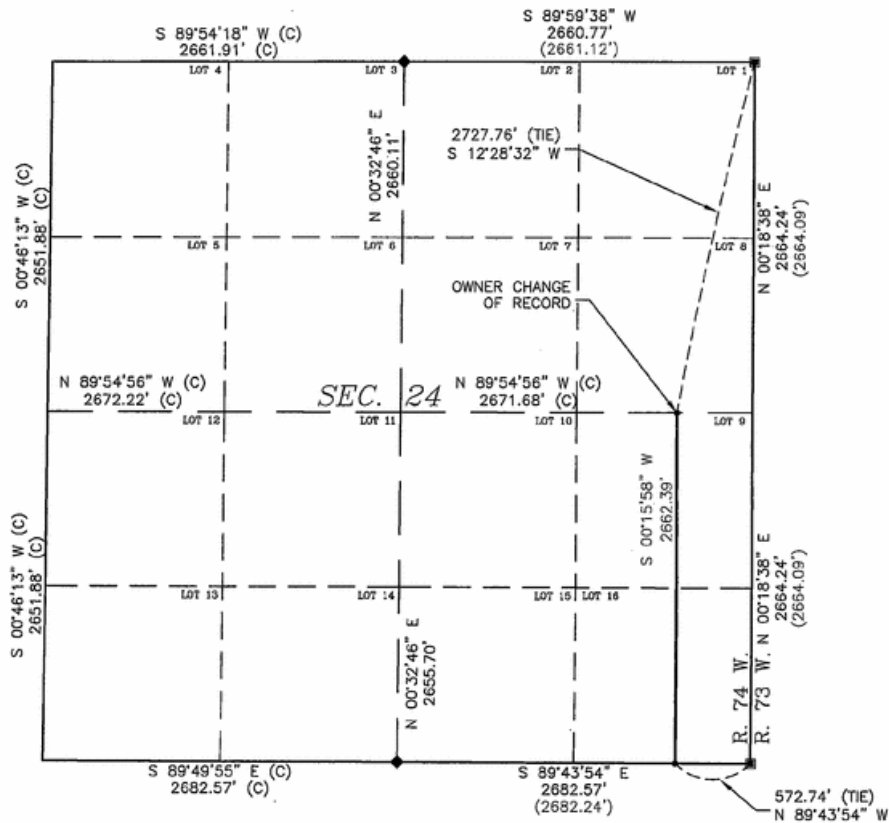


DATE: 08-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PX
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-080\_RTP\_TRANSMISSION\_LINE\_PHASE1\_FINAL\PLATS\FDR\_SEC\_PLATS\_CPOCWO\_WY03-SF

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 24, T. 41 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING**

RECORD OWNER: W I MOORE RANCH CO, INC      FOOTAGE: 2662.4'      RODS: 161.36



- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 9 (NE 1/4 SE 1/4) and Lot 16 (SE 1/4 SE 1/4) of Section 24, Township 41 North, Range 74 West of the 6th P.M., Campbell County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 24, said corner being monumented with a 1955 B.L.M. Brass cap, thence S 12°28'32" W, a distance of 2727.76 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°15'58" W, a distance of 2662.39 feet to a point on the South line of said Section 24, said point being N 89°43'54" W, a distance of 572.74 feet from the Southeast corner of said Section 24, being a 1955 B.L.M. Brass cap.

Said easement centerline being 2662.39 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
505 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
W I MOORE RANCH CO, INC  
SEC. 24, T. 41 N., R. 74 W.  
CAMPBELL COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

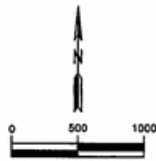
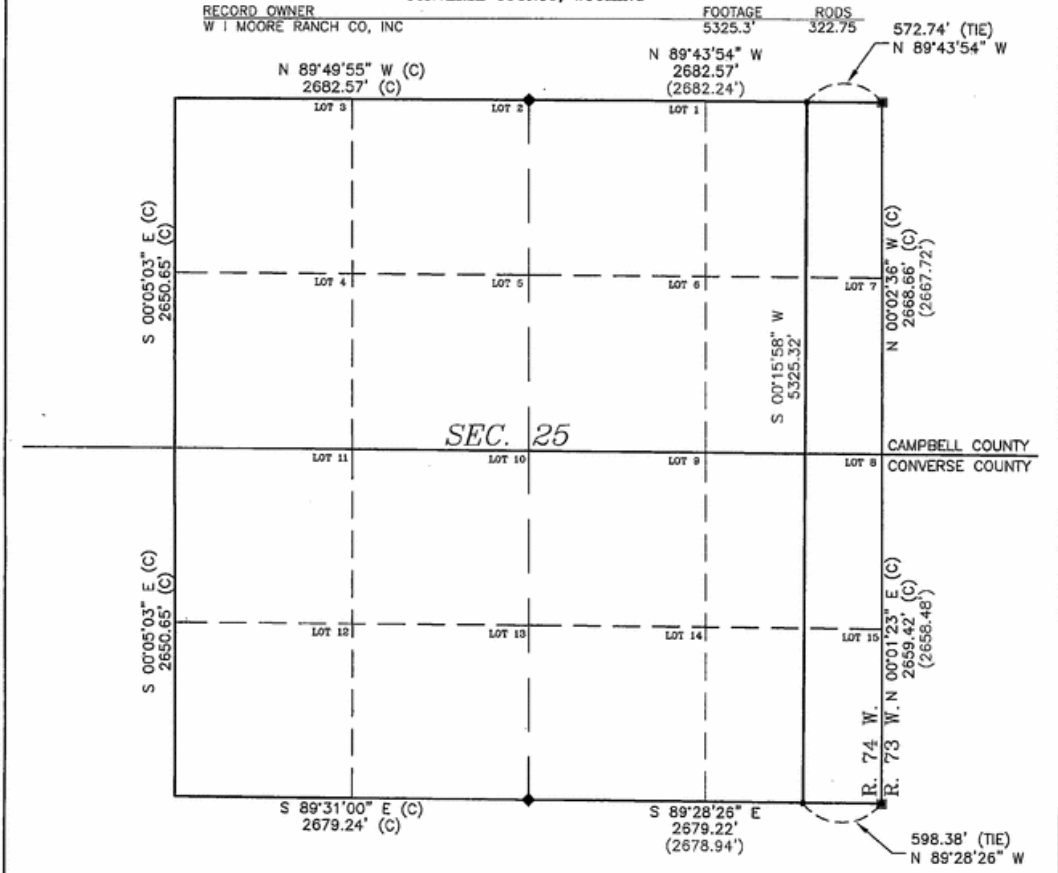
PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lickeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 692-0547



DATE: 08-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /



**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 25, T. 41 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING  
CONVERSE COUNTY, WYOMING**



- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of NE 1/4 NE 1/4, Lot 7 (SE 1/4 NE 1/4), Lot 8 (NE 1/4 SE 1/4) and Lot 15 (SE 1/4 SE 1/4) of Section 25, Township 41 North, Range 74 West of the 6th P.M., Campbell County and Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 25, said corner being monumented with a 1955 B.L.M. Brass cap, thence N 89°43'54" W, a distance of 572.74 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°15'58" W, a distance of 5325.32 feet to a point on the South line of said Section 25, said point being N 89°28'26" W, a distance of 598.38 feet from the Southeast corner of said Section 25, being a 1955 B.L.M. Brass cap.

Said easement centerline being 5325.32 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
620 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708



**RIGHT OF WAY EASEMENT  
W I MOORE RANCH CO, INC**

SEC. 25, T. 41 N., R. 74 W.  
CAMPBELL & CONVERSE COUNTY, WYOMING

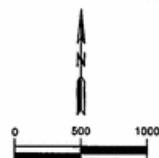
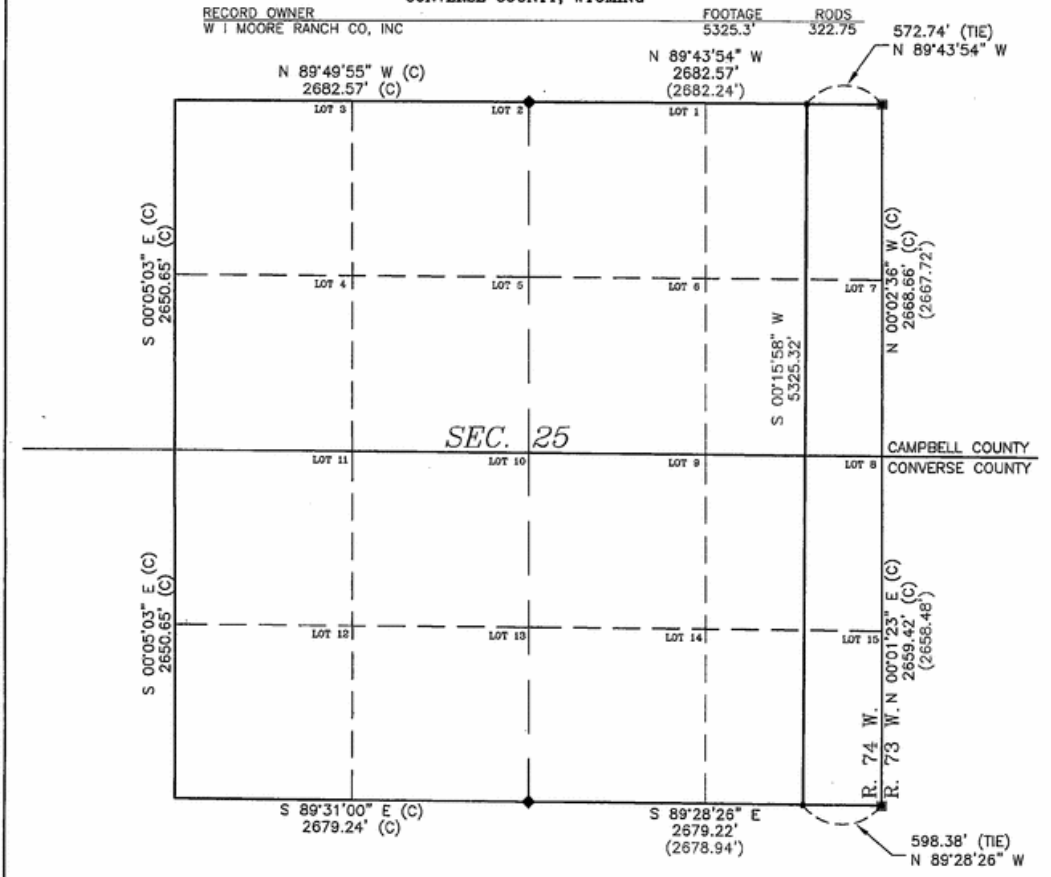
PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeview Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



DATE: 08-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: M/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-020\_SHP\_TRANSMISSION\_LINE-PHASEE\FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY03-2F

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 25, T. 41 N., R. 74 W., 6TH P.M.  
CAMPBELL COUNTY, WYOMING  
CONVERSE COUNTY, WYOMING**



- LEGEND:**
- 1955 B.L.M. BRASS CAP
  - ◆ 1997 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

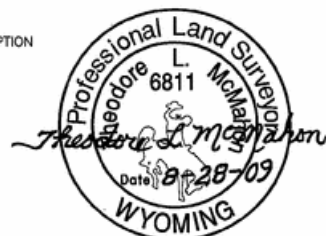
**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of NE 1/4 NE 1/4, Lot 7 (SE 1/4 NE 1/4), Lot 8 (NE 1/4 SE 1/4) and Lot 15 (SE 1/4 SE 1/4) of Section 25, Township 41 North, Range 74 West of the 6th P.M., Campbell County and Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 25, said corner being monumented with a 1955 B.L.M. Brass cap, thence N 89°43'54" W, a distance of 572.74 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°15'58" W, a distance of 5325.32 feet to a point on the South line of said Section 25, said point being N 89°28'26" W, a distance of 598.38 feet from the Southeast corner of said Section 25, being a 1955 B.L.M. Brass cap.

Said easement centerline being 5325.32 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE.

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

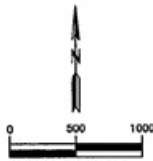
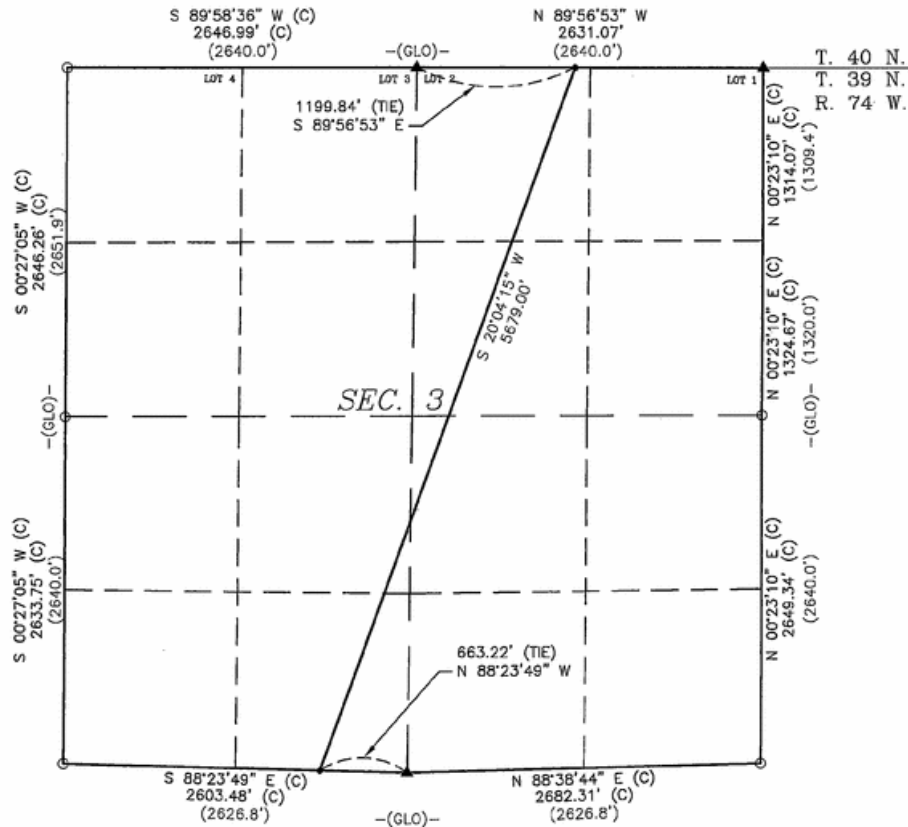


PREPARED FOR: BLACK HILLS POWER, INC. 665 9th STREET P.O. BOX 1400 RAPID CITY, SD 57708	
<b>RIGHT OF WAY EASEMENT</b> <b>W I MOORE RANCH CO, INC</b>  SEC. 25, T. 41 N., R. 74 W. CAMPBELL & CONVERSE COUNTY, WYOMING	
DATE: 08-28-09	DESIGNED BY: KTI
SCALE 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 3, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER  
DILTS RANCH COMPANY &  
STEVEN K DILTS INTER VIVOS TRUST

FOOTAGE  
5679.0'  
RCDS  
344.18'



- LEGEND:**
- ▲ ORIGINAL STONE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 2 (NW 1/4 NE 1/4), SW 1/4 NE 1/4, NW 1/4 SE 1/4, NE 1/4 SW 1/4, SE 1/4 SW 1/4 of Section 3, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 3, said corner being monumented with an original stone marker, thence S 89°56'53" E, a distance of 1199.84 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 20°04'15" W, a distance of 5679.00 feet to a point on the South line of said Section 3, said point being N 88°23'49" W, a distance of 663.22 feet from the South 1/4 corner of said Section 3, being an original stone marker.

Said easement centerline being 5679.00 feet in length, more or less with side lines shortened or extended to the recorded boundary.



CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708



**RIGHT OF WAY EASEMENT  
DILTS RANCH COMPANY &  
STEVEN K DILTS INTER VIVOS TRUST  
SEC. 3, T. 39 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

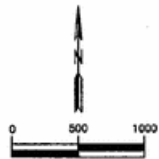
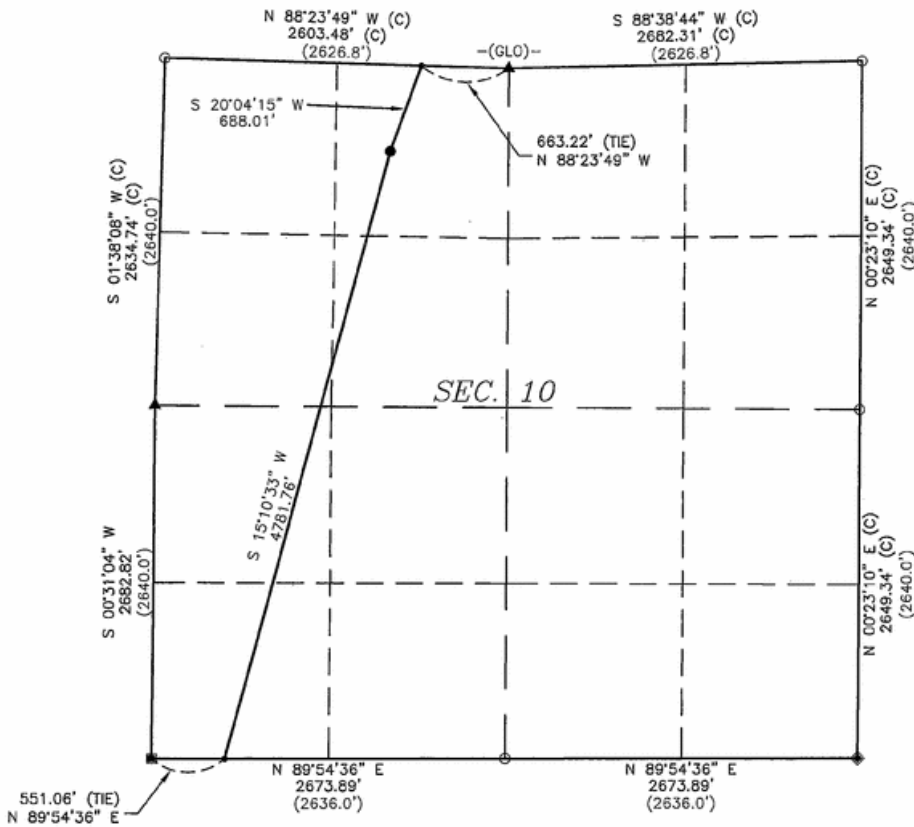


DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR ENTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\0008-000\_RHP\_TRANSMISSION\_LINE-PHASES\FINAL\PLATVIEW\_SEC\_PLATS\_GROUND\_WY08-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 10, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
DILTS RANCH COMPANY & STEVEN K DILTS INTER VIVOS TRUST	5469.8'	331.50



- LEGEND:**
- ▲ ORIGINAL STONE, MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - 1982 LS 2097 ALUMINUM CAP
  - ◆ 2008 LS 489 ALUMINUM CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of the NE 1/4 NW 1/4, SE 1/4 NW 1/4, SW 1/4 NW 1/4, NW 1/4 SW 1/4 and SW 1/4 SW 1/4 of Section 10, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 10, said corner being monumented with an original stone marker, thence N 88°23'49" W, a distance of 663.22 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 20°04'15" W, a distance of 688.01 feet to a point; Thence along said centerline S 15°10'33" W, a distance of 4781.76 feet to a point on the South line of said Section 10, said point being N 89°54'36" E, a distance of 551.06 feet from the Southwest corner of said Section 10, being a 1982 L.S. 2097 Aluminum cap.

Said easement centerline being 5469.77 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
525 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
DILTS RANCH COMPANY &  
STEVEN K DILTS INTER VIVOS TRUST  
SEC. 10, T. 39 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

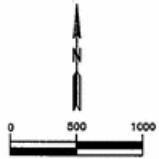
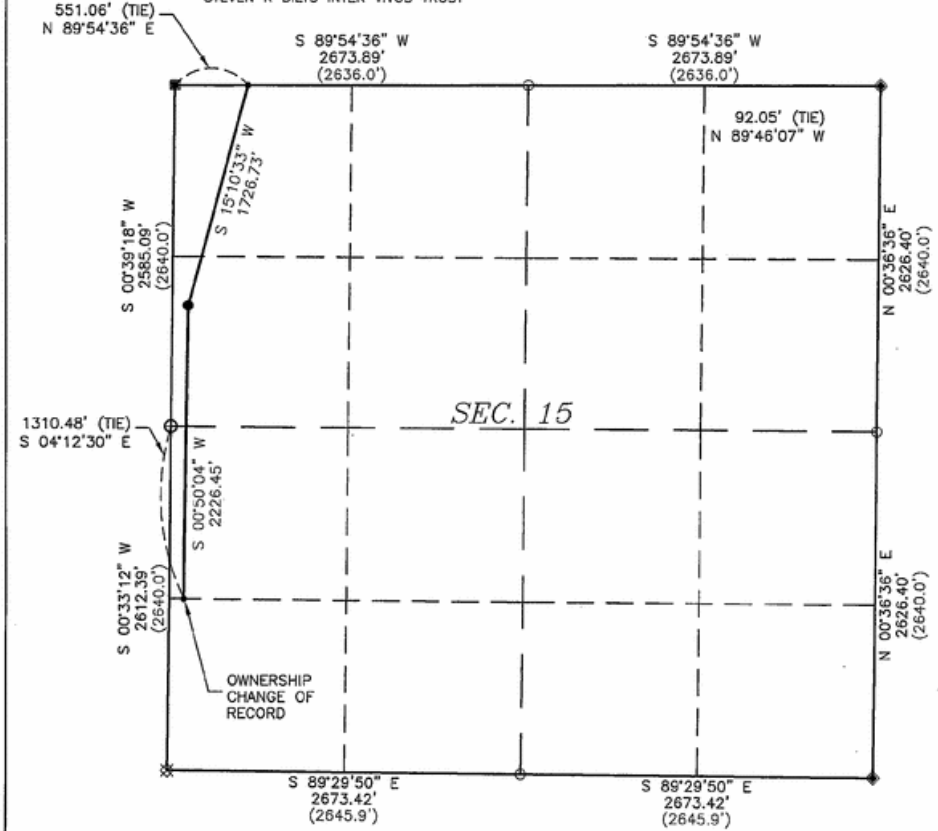
PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 220  
Gilette, WY 82718  
Office: (307) 682-8547



DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TKM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 15, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
DILTS RANCH COMPANY & STEVEN K DILTS INTER VIVOS TRUST	3953.2'	239.59



- LEGEND:**
- ⊗ ALUMINUM CAP (UNKNOWN ORIGIN)
  - 1982 LS 2097 ALUMINUM CAP
  - ⊙ 2004 LS 519 ALUMINUM CAP
  - ◆ 2008 LS 489 ALUMINUM CAP
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of the NW 1/4 NW 1/4, SW 1/4 NW 1/4 and NW 1/4 SW 1/4 of Section 15, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 15, said corner being monumented with a 1982 L.S. 2097 Aluminum cap, thence N 89°54'36" E, a distance of 551.06 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 15°10'33" W, a distance of 1726.73 feet to a point; Thence along said centerline S 00°50'04" W, a distance of 2226.45 feet to a point on the South line of said NW 1/4 SW 1/4 of said Section 15, said point being S 04°12'30" E, a distance of 1310.48 feet from the West 1/4 corner of said Section 15, being a 2004 L.S. 519 Aluminum cap.

Said easement centerline being 3953.18 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
DILTS RANCH COMPANY &  
STEVEN K DILTS INTER VIVOS TRUST  
SEC. 15, T. 39 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-9547

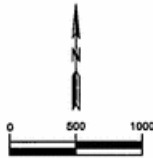
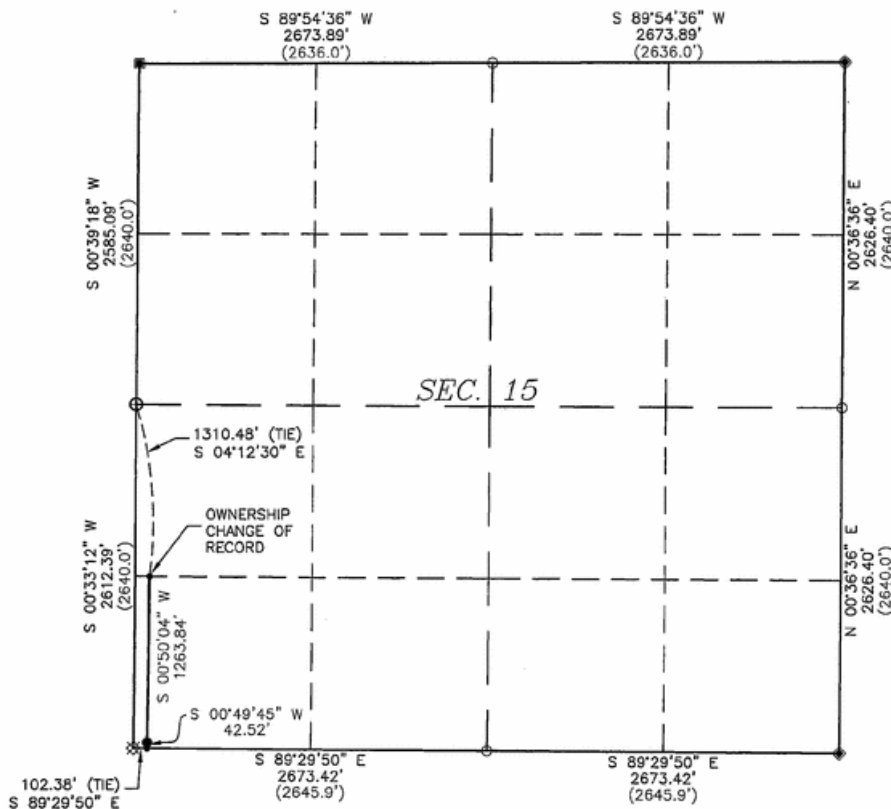


DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TJM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 15, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER  
HARDY ENTERPRISES

FOOTAGE  
1306.4'  
RODS  
79.17



- LEGEND:**
- ⊗ ALUMINUM CAP (UNKNOWN ORIGIN)
  - 1982 LS 2097 ALUMINUM CAP
  - ⊕ 2004 LS 519 ALUMINUM CAP
  - ◆ 2008 LS 489 ALUMINUM CAP
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of the SW 1/4 SW 1/4 of Section 15, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the West 1/4 corner of said Section 15, said corner being monumented with a 2004 L.S. 519 Aluminum cap, thence S 04°12'30" E, a distance of 1310.48 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°50'04" W, a distance of 1263.84 feet to a point; Thence along said centerline S 00°49'45" W, a distance of 42.52 feet to a point on the South line of said Section 15, said point being S 89°29'50" E, a distance of 102.38 feet from the Southwest corner of said Section 15, being an aluminum cap.

Said easement centerline being 1306.36 feet in length, more or less with side lines shortened or extended to the recorded boundary.

CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
620 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
HARDY ENTERPRISES**

SEC. 15, T. 39 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lokenoy Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

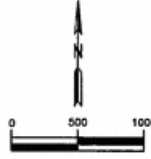
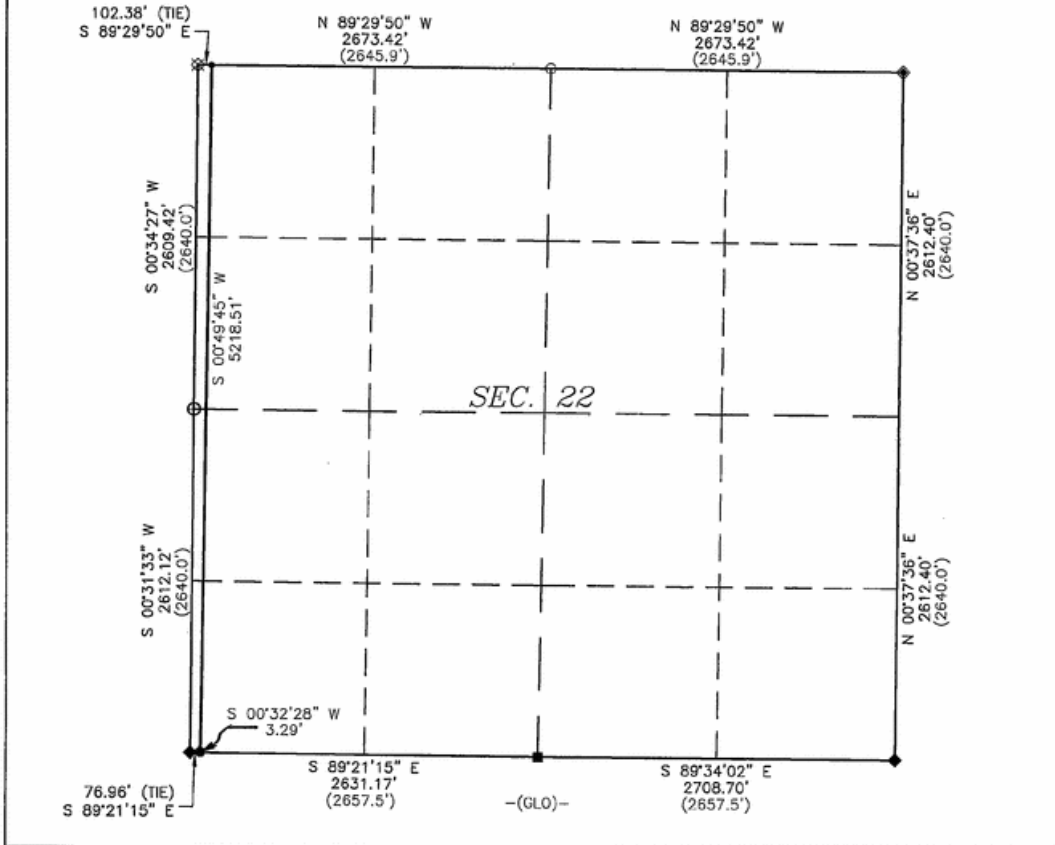


DATE: 09-22-09	DESIGNED BY: RTI
SCALE: 1" = 1000'	DRAWN BY: RTI/TK
CNTR INTRVL: N/A	APPROVED BY: RTI/TLM
REVISION:	DATE: / /

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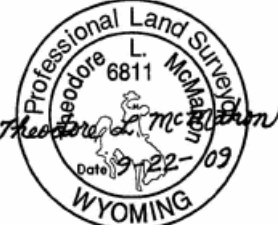
**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 22, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER HARDY ENTERPRISES	FOOTAGE 5221.8'	RODS 316.47
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- LEGEND:**
- ⊗ ALUMINUM CAP (UNKNOWN ORIGIN)
  - 1979 LS 522 ALUMINUM CAP
  - ⊕ 1983 LS 3506 ALUMINUM CAP
  - ◆ 1995 LS 538 ALUMINUM CAP
  - ⬠ 2008 LS 489 ALUMINUM CAP
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of the NW 1/4 NW 1/4, SW 1/4 NW 1/4, NW 1/4 SW 1/4 and SW 1/4 SW 1/4 of Section 22, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 22, said corner being monumented with an Aluminum cap, thence S 89°29'50" E, a distance of 102.38 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°49'45" W, a distance of 5218.51 feet to a point;

Thence along said centerline S 00°32'28" W, a distance of 3.29 feet to a point on the South line of said Section 22, said point being S 89°21'15" E, a distance of 76.96 feet from the Southwest corner of said Section 22, being a 1995 L.S. 538 Aluminum cap.

Said easement centerline being 5221.80 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGICS, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



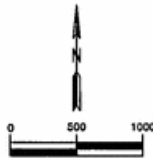
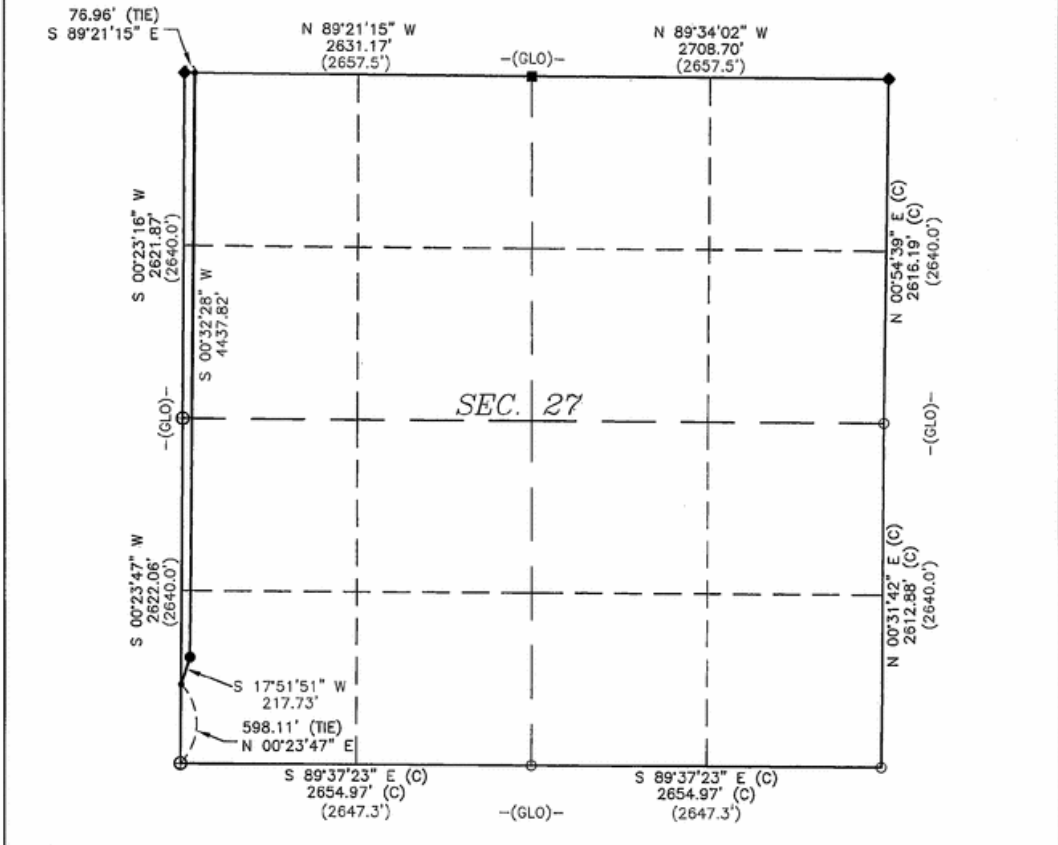
PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



<b>RIGHT OF WAY EASEMENT HARDY ENTERPRISES</b>	
SEC. 22, T. 39 N., R. 74 W. CONVERSE COUNTY, WYOMING	
DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 27, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: HARDY ENTERPRISES      FOOTAGE: 4655.5'      RODS: 282.15



- LEGEND:**
- 1979 LS 522 ALUMINUM CAP
  - ◆ 1995 LS 538 ALUMINUM CAP
  - ⊕ 2004 LS 519 ALUMINUM CAP
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of the NW 1/4 NW 1/4, SW 1/4 NW 1/4, NW 1/4 SW 1/4 and SW 1/4 SW 1/4 of Section 27, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming.

Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 27, said corner being monumented with a 1995 L.S. 538 Aluminum cap, thence S 89°21'15" E, a distance of 76.96 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°32'28" W, a distance of 4437.82 feet to a point; Thence along said centerline S 17°51'51" W, a distance of 217.73 feet to a point on the West line of said Section 27, said point being N 00°23'47" E, a distance of 598.11 feet from the Southwest corner of said Section 27, being a 2004 L.S. 519 Aluminum cap.

Said easement centerline being 4655.55 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708

**RIGHT OF WAY EASEMENT  
HARDY ENTERPRISES**

SEC. 27, T. 39 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gallatin, WY 82718  
Office: (307) 682-8547



DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

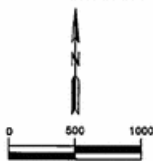
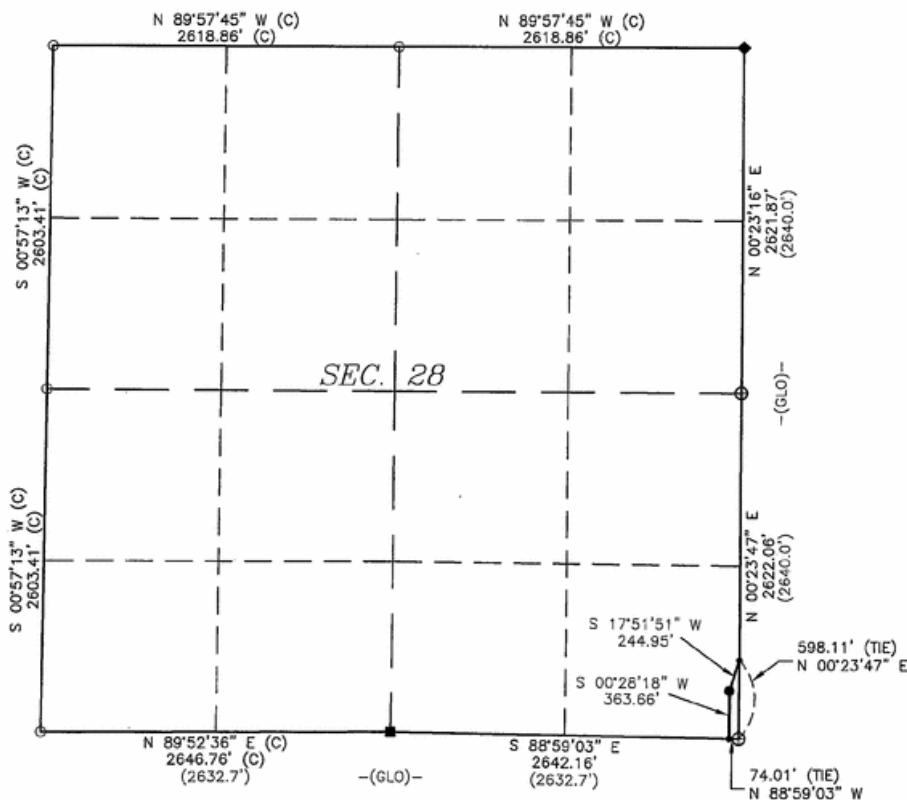


**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 28, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER  
HARDY ENTERPRISES

FOOTAGE  
608.6'

RODS  
36.88



- LEGEND:**
- ANCIENT FENCE CORNER
  - ◆ 1995 LS 538 ALUMINUM CAP
  - ⊕ 2004 LS 519 ALUMINUM CAP
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of the SE 1/4 SE 1/4 of Section 28, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Section 28, said corner being monumented with a 2004 L.S. 519 Aluminum cap, thence N 00°23'47" E, a distance of 598.11 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 17°51'51" W, a distance of 244.95 to a point; Thence along said centerline S 00°28'18" W, a distance of 363.66 to a point on the South line of said Section 28, said point being N 88°59'03" W, a distance of 74.01 feet from the Southeast corner of said Section 28, being a 2004 L.S. 519 Aluminum cap.

Said easement centerline being 608.61 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 8th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
HARDY ENTERPRISES  
SEC. 28, T. 39 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

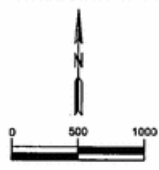
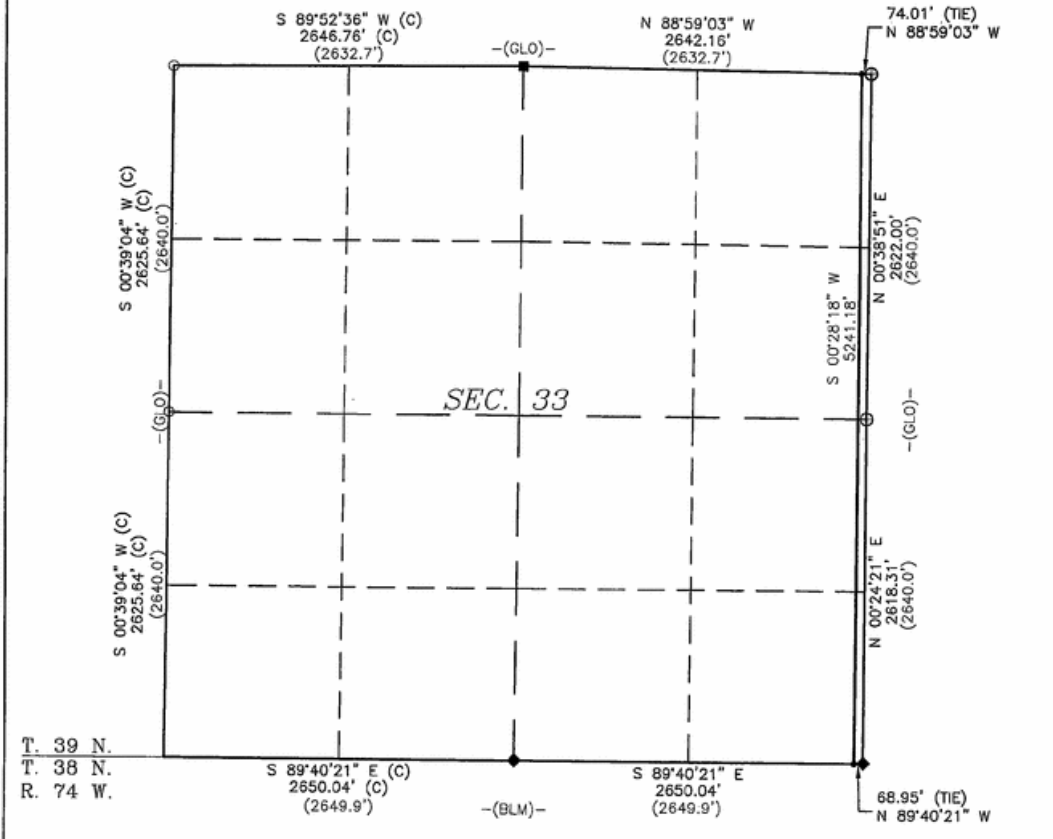


DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE P:\2008-020\_BHP\_TRANSMISSION\_LINE-PRAISE\_FINAL\PLATS\DRR\_SEC\_PLATS\_GROUND\_WY83-07

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 33, T. 39 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: ALLEMAND FAMILY TRUST      FOOTAGE: 5241.2'      RODS: 317.65



- LEGEND:**
- ANCIENT FENCE CORNER
  - ◆ 1989 B.L.M. BRASS CAP
  - ⊕ 2004 LS 519 ALUMINUM CAP
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE
  - (BLM) REFERS TO RECORDS OF B.L.M. RESURVEY

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of the NE 1/4 NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4 and SE 1/4 SE 1/4 of Section 33, Township 39 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 33, said corner being monumented with a 2004 L.S. 519 Aluminum cap, thence N 88°59'03" W, a distance of 74.01 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°28'18" W, a distance of 5241.18 to a point on the South line of said Section 33, said point being N 89°40'21" W, a distance of 68.95 feet from the Southeast corner of said Section 33, being a 1989 B.L.M. Brass cap.

Said easement centerline being 5241.18 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREDON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
ALLEMAND FAMILY TRUST  
SEC. 33, T. 39 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

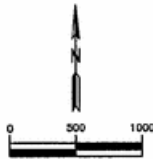
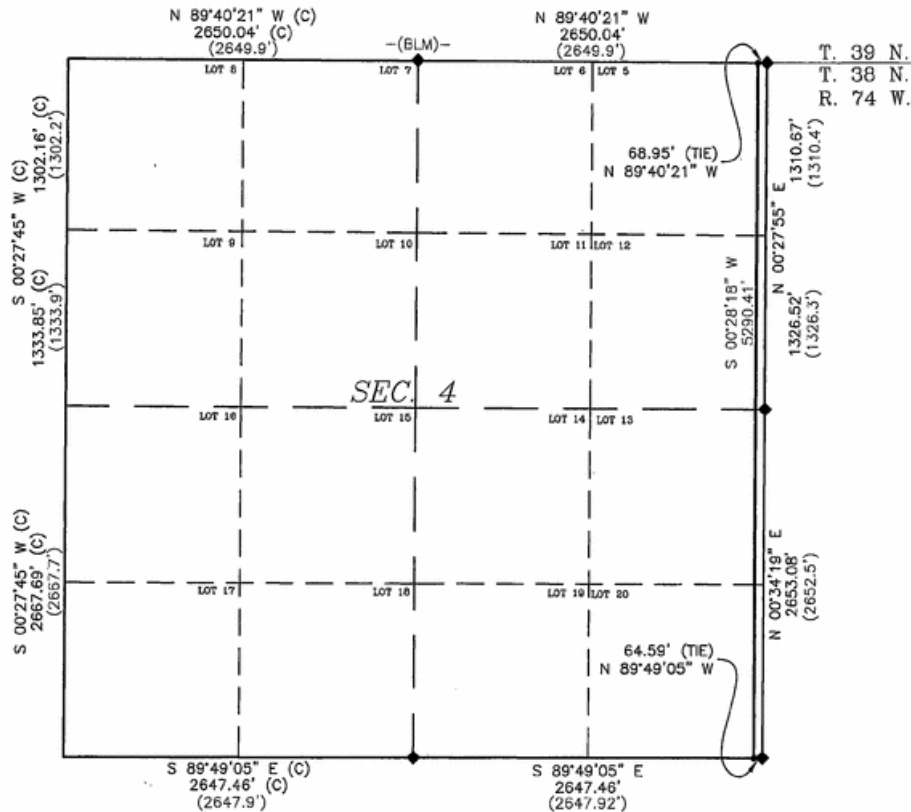
PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 4, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: ALLEMAND FAMILY TRUST      FOOTAGE: 5290.4'      RODS: 320.63



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 5 (NE 1/4 NE 1/4), Lot 12 (SE 1/4 NE 1/4), Lot 13 (NE 1/4 SE 1/4) and Lot 20 (SE 1/4 SE 1/4) of Section 4, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 4, said corner being monumented with a 1989 B.L.M. Brass cap, thence N 89°40'21" W, a distance of 68.95 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°28'18" W, a distance of 5290.41 feet to a point on the South line of said Section 4, said point being N 89°49'05" W, a distance of 64.59 feet from the Southeast corner of said Section 4, being a 1989 B.L.M. Brass cap.

Said easement centerline being 5290.41 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

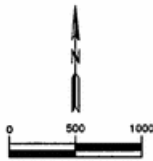
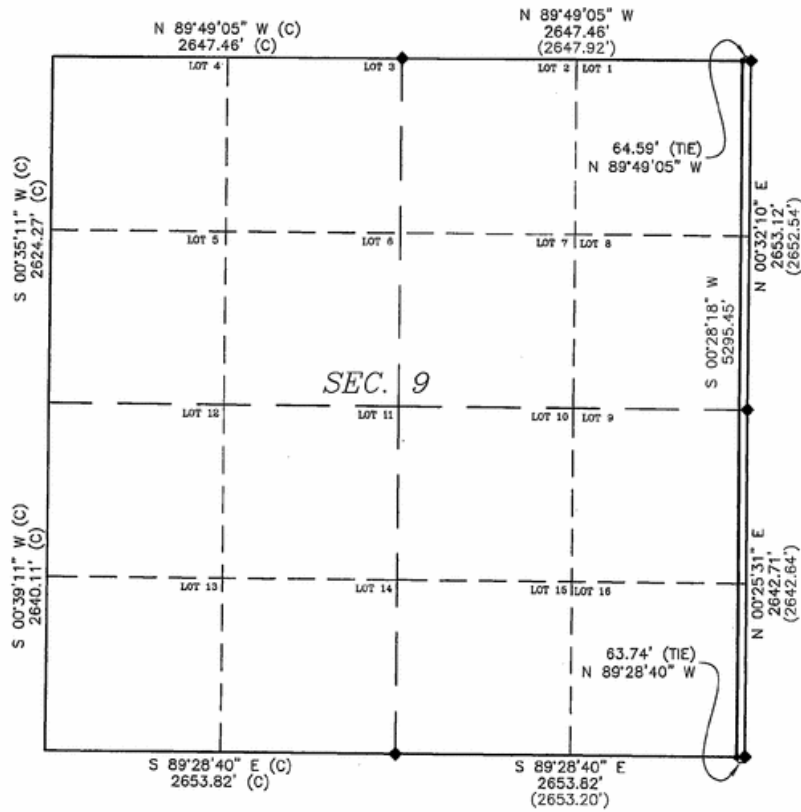


**RIGHT OF WAY EASEMENT  
ALLEMAND FAMILY TRUST  
SEC. 4, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

DATE: 09-21-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 9, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
JOE PATTERSON RANCH CORPORATION	5295.5'	320.94



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NE 1/4 NE 1/4), Lot 8 (SE 1/4 NE 1/4), Lot 9 (NE 1/4 SE 1/4) and Lot 16 (SE 1/4 SE 1/4) of Section 9, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 9, said corner being monumented with a 1989 B.L.M. Brass cap, thence N 89°49'05" W, a distance of 64.59 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°28'18" W, a distance of 5295.45 feet to a point on the South line of said Section 9, said point being N 89°28'40" W, a distance of 63.74 feet from the Southeast corner of said Section 9, being a 1989 B.L.M. Brass cap.

Said easement centerline being 5295.45 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
655 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57700



**RIGHT OF WAY EASEMENT  
JOE PATTERSON RANCH CORPORATION**

SEC. 9, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

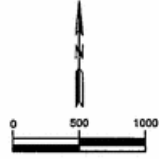
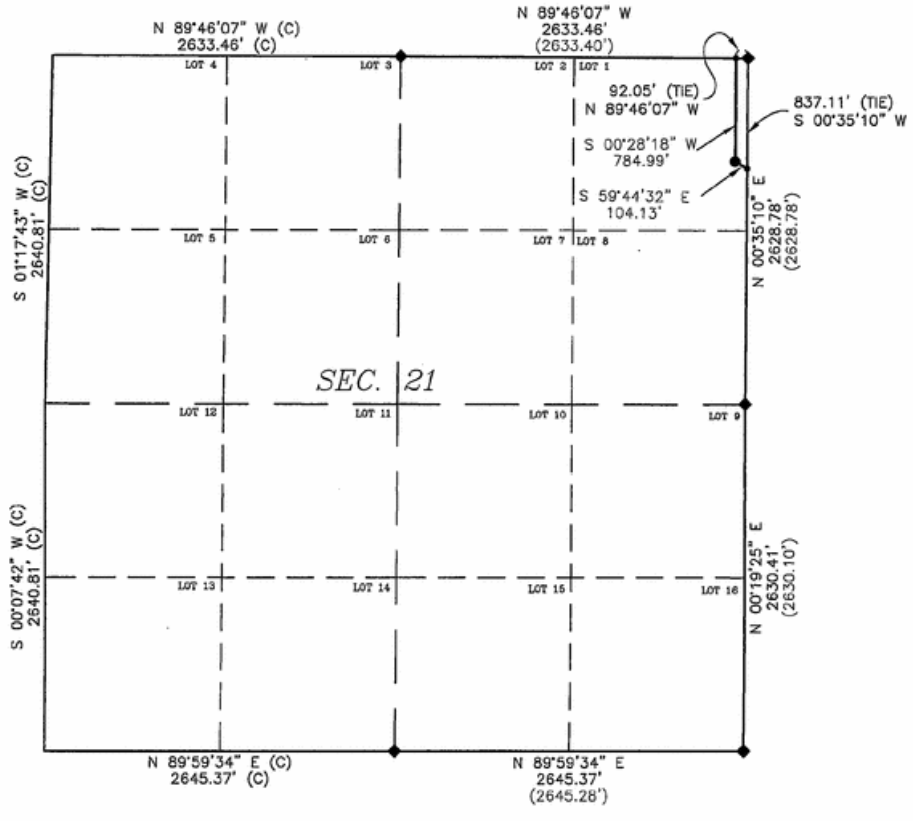


DATE: 09-21-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 21, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
MANNING FAMILY BYPASS TRUST	889.1'	53.88
MAE ANN MANNING REVOCABLE TRUST		



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of Lot 1 (NE 1/4 NE 1/4) of Section 21, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 21, said corner being monumented with a 1989 B.L.M. Brass cap, thence N 89°46'07" W, a distance of 92.05 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°28'18" W, a distance of 784.99 feet to a point;  
Thence along said centerline S 59°44'32" E, a distance of 104.13 feet to a point on the East line of said Section 21, said point being S 00°35'10" W, a distance of 837.11 feet from the Northeast corner of said Section 21, being a 1989 B.L.M. Brass cap.

Said easement centerline being 889.12 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708

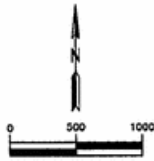
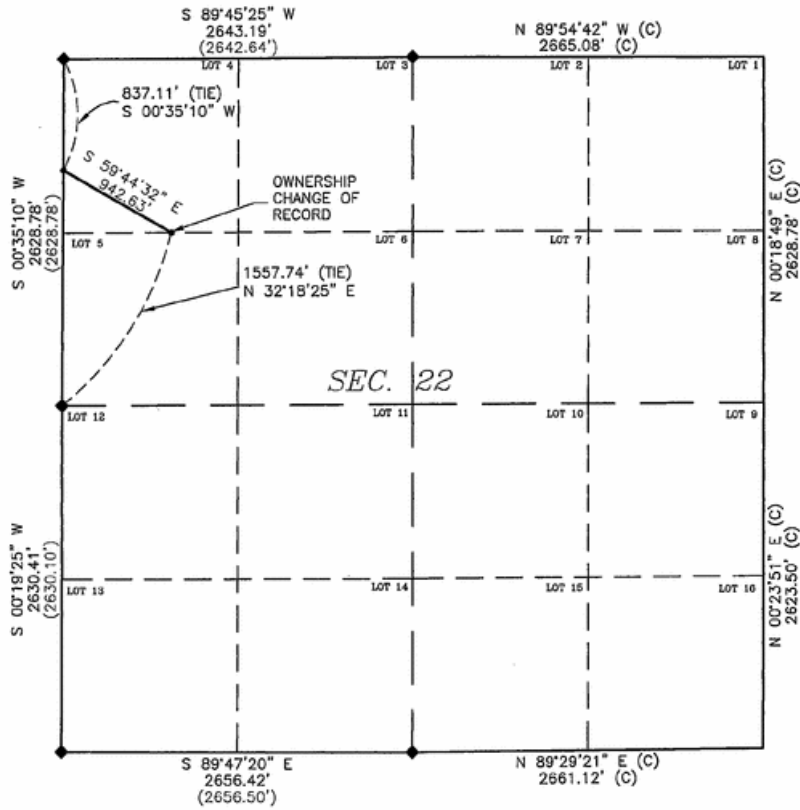


**RIGHT OF WAY EASEMENT  
MANNING FAMILY BYPASS TRUST  
MAE ANN MANNING REVOCABLE TRUST  
SEC. 21, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PE
CDTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 22, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RDDS
MANNING FAMILY BYPASS TRUST MAE ANN MANNING REVOCABLE TRUST	942.6'	57.13



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of Lot 4 (NW 1/4 NW 1/4) of Section 22, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 22, said corner being monumented with a 1989 B.L.M. Brass cap, thence S 00°35'10" W, a distance of 837.11 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 59°44'32" E, a distance of 942.63 feet to a point on the South line of Lot 4 (NW 1/4 NW 1/4) of said Section 22, said point being N 32°18'25" E, a distance of 1557.74 feet from the West 1/4 corner of said Section 22, being a 1989 B.L.M. Brass cap.

Said easement centerline being 942.63 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
605 915 STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
MANNING FAMILY BYPASS TRUST  
MAE ANN MANNING REVOCABLE TRUST  
SEC. 22, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

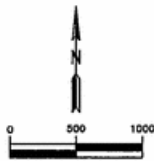
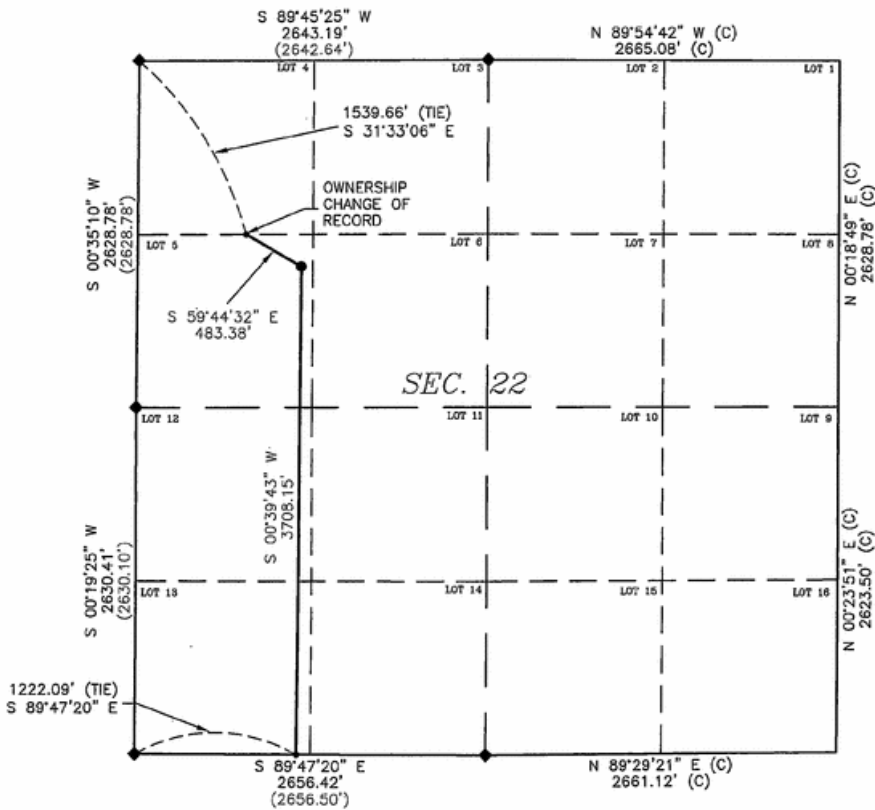


DATE: 05-26-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: F:\2008-000\_BHP\_TRANSMISSION\_LINE-PHASE3\FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY89-EP

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 22, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: JOE PATTERSON RANCH CORPORATION      FOOTAGE: 4191.5'      RODS: 254.03



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 5 (SW 1/4 NW 1/4), Lot 12 (NW 1/4 SW 1/4) and Lot 13 (SW 1/4 SW 1/4) of Section 22, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 22, said corner being monumented with a 1989 B.L.M. Brass cap, thence S 31°33'06" E, a distance of 1539.66 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 59°44'32" E, a distance of 483.38 feet to a point;  
Thence along said centerline S 00°39'43" W, a distance of 3708.15 feet to a point on the South line of said Section 22, said point being S 89°47'20" E, a distance of 1222.09 feet from the Southwest corner of said Section 22, being a 1989 B.L.M. Brass cap.

Said easement centerline being 4191.53 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

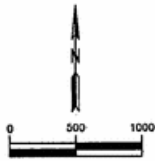
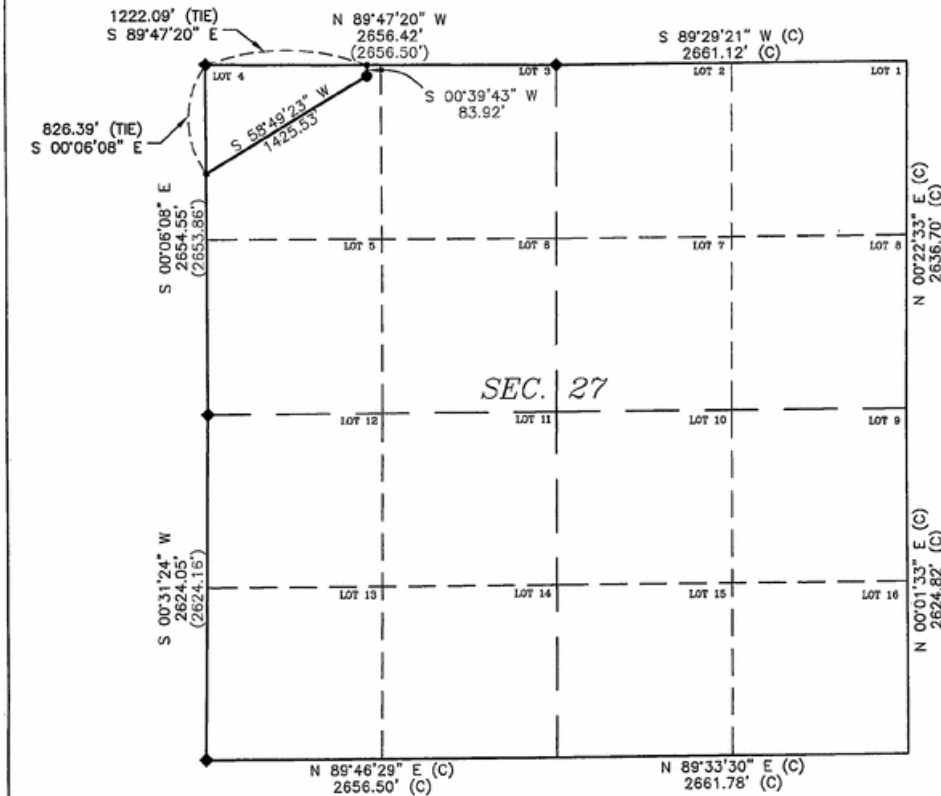
PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lockewy Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

PREPARED FOR:  
**BLACK HILLS POWER, INC.**  
645 6th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

<b>RIGHT OF WAY EASEMENT JOE PATTERSON RANCH CORPORATION</b>	
SEC. 22, T. 38 N., R. 74 W. CONVERSE COUNTY, WYOMING	
DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/JMB
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 27, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
JOE PATTERSON RANCH CORPORATION	1509.5'	91.48



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of Lot 4 (NW 1/4 NW 1/4) of Section 27, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 27, said corner being monumented with a 1989 B.L.M. Brass cap, thence S 89°47'20" E, a distance of 1222.09 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°39'43" W, a distance of 83.92 feet to a point;  
Thence along said centerline S 58°49'23" W, a distance of 1425.53 feet to a point on the West line of said Section 27, said point being S 00°06'08" E, a distance of 826.39 feet from the Northwest corner of said Section 27, being a 1989 B.L.M. Brass cap.

Said easement centerline being 1509.45 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. 1st Street Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
JOE PATTERSON RANCH CORPORATION**

SEC. 27, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

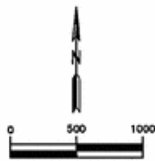
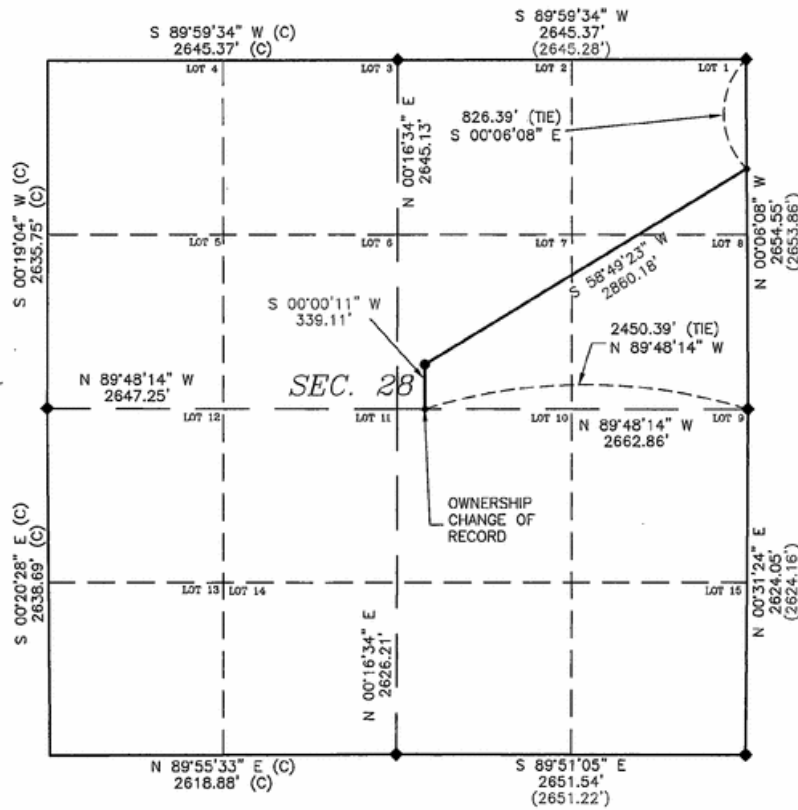
DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR. INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-050\_BHP\_TRANSMISSION\_LINE-PHASE\FINAL\PLATS\BDR\_SEC\_PLATE\_GROUND\_WY85-EP



**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 28, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
JOE PATTERSON RANCH CORPORATION	3199.3'	193.90



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NE 1/4 NE 1/4), Lot 7 (SW 1/4 NE 1/4) and Lot 8 (SE 1/4 NE 1/4) of Section 28, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 28, said corner being monumented with a 1989 B.L.M. Brass cap, thence S 00°06'08" E, a distance of 826.39 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 58°49'23" W, a distance of 2860.18 feet to a point;  
Thence along said centerline S 00°00'11" W, a distance of 339.11 feet to a point on the South line of Lot 7 (SW 1/4 NE 1/4) of said Section 28, said point being N 89°48'14" W, a distance of 2450.39 feet from the East 1/4 corner of said Section 28, being a 1989 B.L.M. Brass cap.

Said easement centerline being 3199.29 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 915 STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
JOE PATTERSON RANCH CORPORATION**

SEC. 28, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lokewoy Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

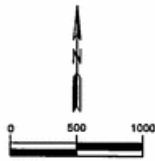
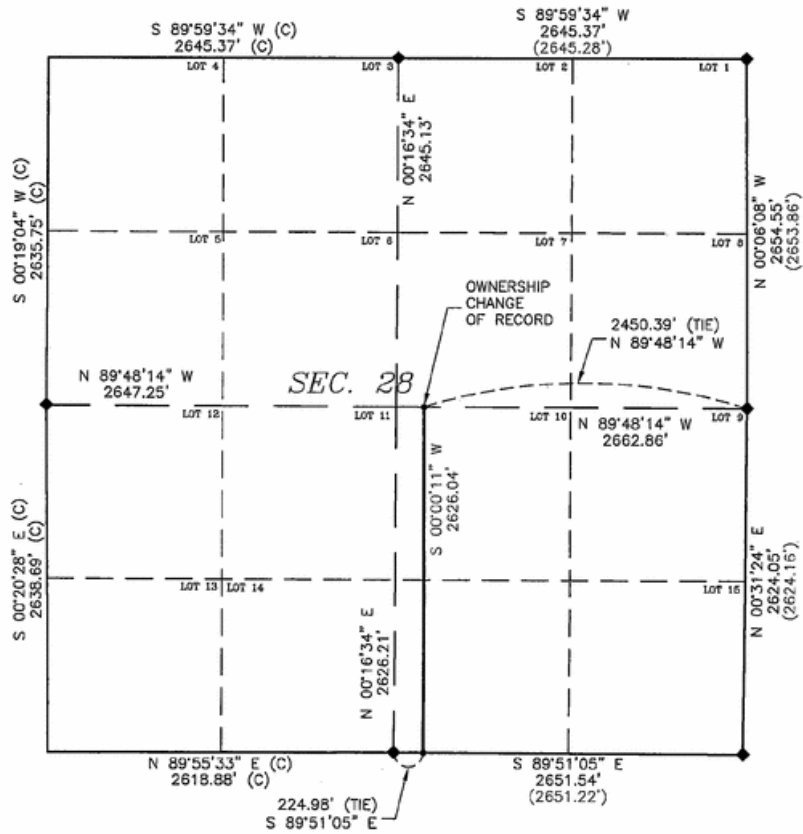


DATE: 09-21-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/TMB
CNTR INTXVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2006-020\_BHP\_TRANSMISSION\_LINE-PHASE\FINAL\PLATS\DRR\_SEC\_PLATS\_GROUND\_WY93-EP

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 28, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
MANNING FAMILY BYPASS TRUST	2626.0'	159.15
MAE ANN MANNING REVOCABLE TRUST		



- LEGEND:**
- ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 10 (NW 1/4 SE 1/4) and SW 1/4 SE 1/4 of Section 28, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 28, said corner being monumented with a 1989 B.L.M. Brass cap, thence N 89°48'14" W, a distance of 2450.39 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 2626.04 to a point on the South line of said Section 28, said point being S 89°51'05" E, a distance of 224.98 feet from the South 1/4 corner of said Section 28, being a 1989 B.L.M. Brass cap.

Said easement centerline being 2626.04 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
MANNING FAMILY BYPASS TRUST  
MAE ANN MANNING REVOCABLE TRUST  
SEC. 28, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

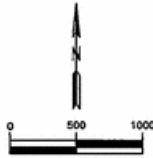
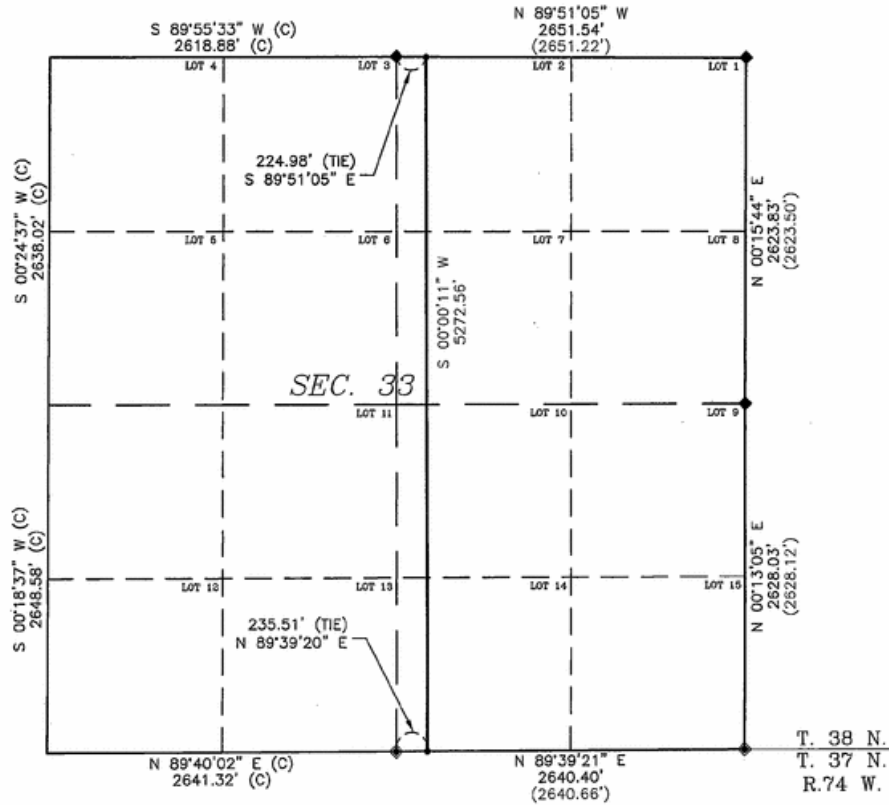


DATE: 09-21-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 33, T. 38 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
MANNING FAMILY BYPASS TRUST	5272.6'	319.55
MAE ANN MANNING REVOCABLE TRUST		



- LEGEND:**
- ◆ 1987 B.L.M. BRASS CAP
  - ◆ 1989 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - ( ) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 2 (NW 1/4 NE 1/4), Lot 7 (SW 1/4 NE 1/4), Lot 10 (NW 1/4 SE 1/4) and Lot 14 (SW 1/4 SE 1/4) of Section 33, Township 38 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 33, said corner being monumented with a 1989 B.L.M. Brass cap, thence S 89°51'05" E, a distance of 224.98 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 5272.56 to a point on the South line of said Section 33, said point being N 89°39'20" E, a distance of 235.51 feet from the South 1/4 corner of said Section 33, being a 1987 B.L.M. Brass cap.

Said easement centerline being 5272.56 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708



**RIGHT OF WAY EASEMENT  
MANNING FAMILY BYPASS TRUST  
MAE ANN MANNING REVOCABLE TRUST  
SEC. 33, T. 38 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

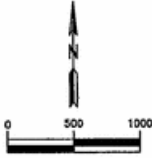
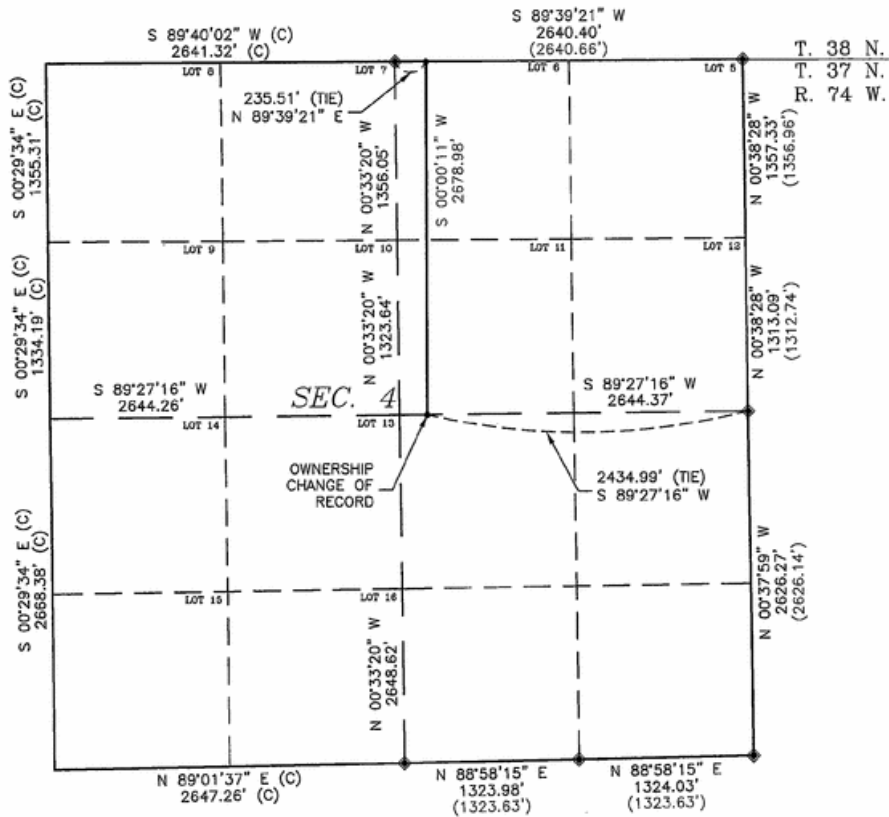


DATE: 05-14-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PE
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

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**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 4, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
MANNING FAMILY BYPASS TRUST MAE ANN MANNING REVOCABLE TRUST	2679.0'	162.36



- LEGEND:**
- ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 6 (NW 1/4 NE 1/4) and Lot 11 (SW 1/4 NE 1/4) of Section 4, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 4, said corner being monumented with a 1987 B.L.M. Brass cap, thence N 89°39'21" E, a distance of 235.51 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 2678.98 feet to a point on the South line of said Lot 11 (SW 1/4 NE 1/4), said point being S 89°27'16" W, a distance of 2434.99 feet from the East 1/4 corner of said Section 4, being a 1987 B.L.M. Brass cap.

Said easement centerline being 2678.98 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

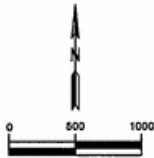
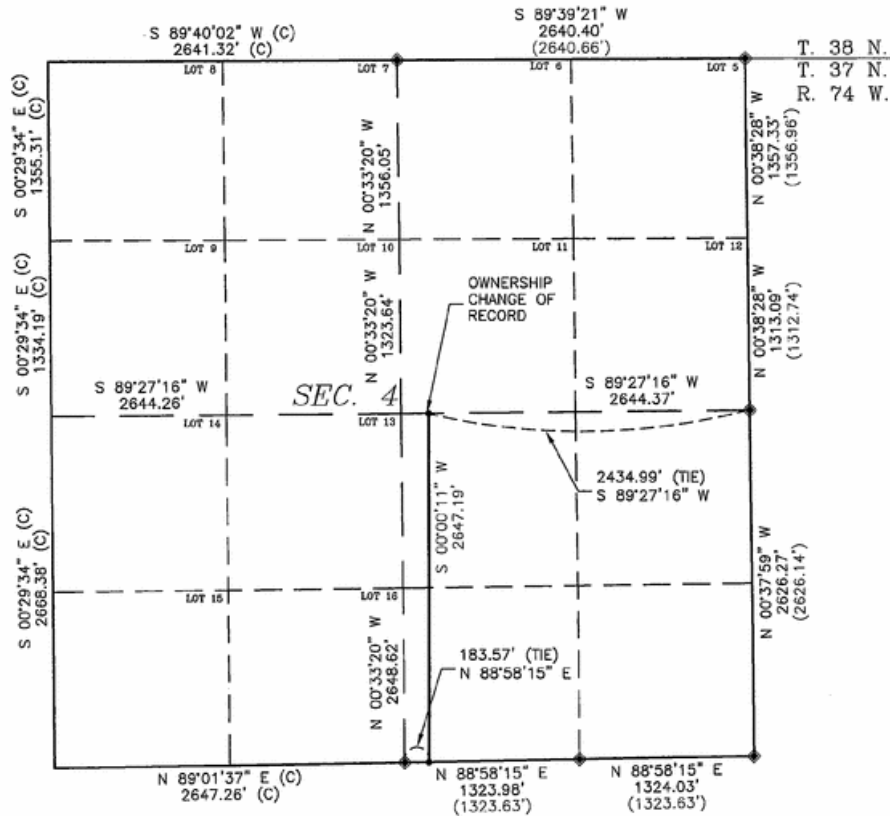
**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lokeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

PREPARED FOR: BLACK HILLS POWER, INC. 685 PEX STREET P.O. BOX 1400 RAPID CITY, SD 57709		
RIGHT OF WAY EASEMENT MANNING FAMILY BYPASS TRUST MAE ANN MANNING REVOCABLE TRUST SEC. 4, T. 37 N., R. 74 W. CONVERSE COUNTY, WYOMING		
DATE: 05-29-09	DESIGNED BY: KTI	
SCALE: 1" = 1000'	DRAWN BY: KTI/JMB	
CNTR INTVL: N/A	APPROVED BY: KTI/TLM	
REVISION:	DATE:	

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 4, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER HENRY LAND COMPANY	FOOTAGE 2647.2'	RODS 160.44
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- LEGEND:**
- ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of NW 1/4 SE 1/4 and SW 1/4 SE 1/4 of Section 4, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 4, said corner being monumented with a 1987 B.L.M. Brass cap, thence S 89°27'16" W, a distance of 2434.99 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 2647.19 feet to a point on the South line of said Section 4, said point being N 88°58'15" E, a distance of 183.57 feet from the South 1/4 corner of said Section 4, being a 1987 B.L.M. Brass cap.

Said easement centerline being 2647.19 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
620 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
HENRY LAND COMPANY**

SEC. 4, T. 37 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 882-8847

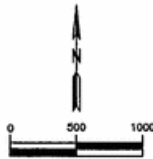
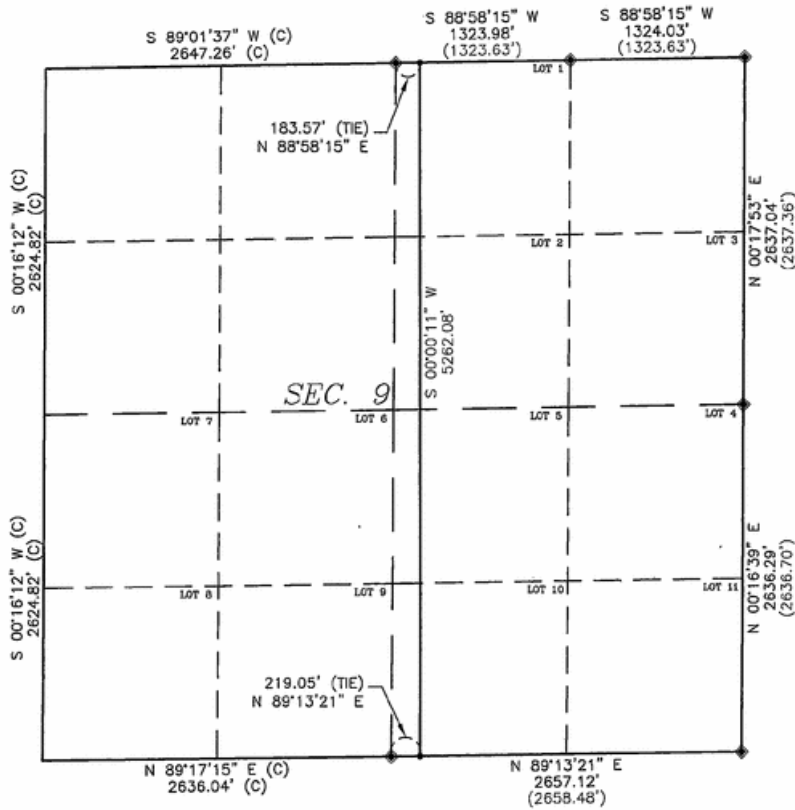


DATE: 05-29-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/FPK
CNTR. INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: F:\2008-000\_BHP\_TRANSMISSION\_LINE-PHASES\FINAL\PLATS\ADR\_SEC\_PLATE\_GROUND\_WY93-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 9, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
WILLIAM M HENRY, III REVOCABLE TRUST SUSAN KAY HENRY REVOCABLE TRUST	5262.1'	318.92



- LEGEND:**
- ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

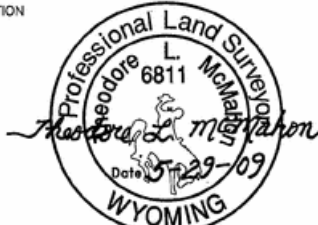
**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NW 1/4 NE 1/4), Lot 2 (SW 1/4 NE 1/4), Lot 5 (NW 1/4 SE 1/4) and Lot 10 (SW 1/4 SE 1/4) of Section 9, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 9, said corner being monumented with a 1987 B.L.M. Brass cap, thence N 88°58'15" E, a distance of 183.57 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 5262.08 feet to a point on the South line of said Section 9, said point being N 89°13'21" E, a distance of 219.05 feet from the South 1/4 corner of said Section 9, being a 1987 B.L.M. Brass cap.

Said easement centerline being 5262.08 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
WILLIAM M HENRY, III REVOCABLE TRUST  
SUSAN KAY HENRY REVOCABLE TRUST  
SEC. 9, T. 37 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE.

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeview Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

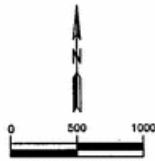
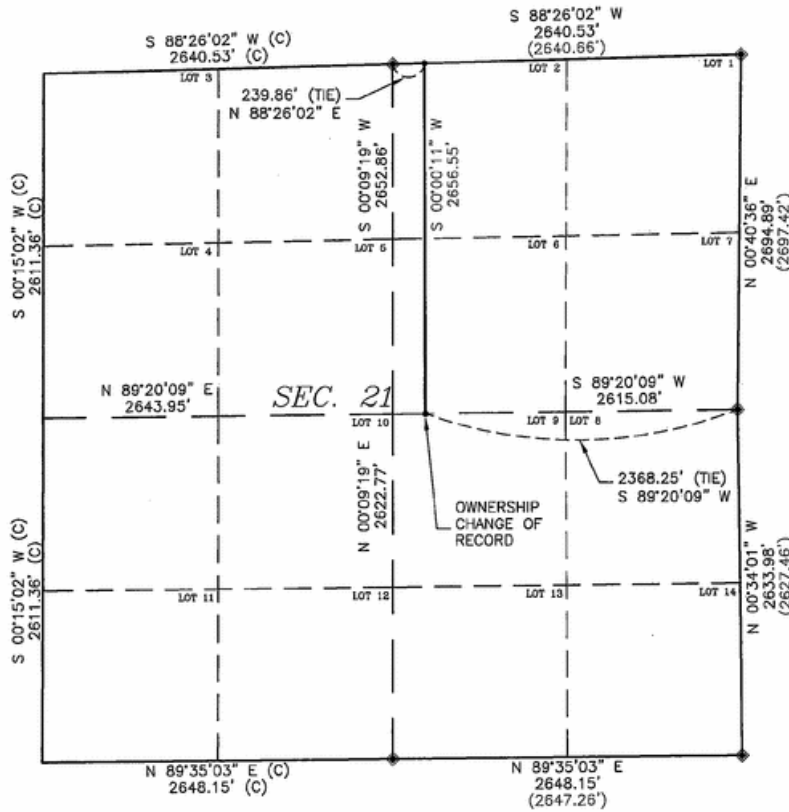


DATE: 06-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-020\_BMP\_TRANSMISSION\_LINE-PHASE1\FINAL\PLATS\FOR\_SEC\_PLATE\_GROUND\_WY93-EP

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 21, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
WILLIAM M HENRY, III REVOCABLE TRUST SUSAN KAY HENRY REVOCABLE TRUST	2656.6'	161.01



- LEGEND:**
- ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portion of Lot 2 (NW 1/4 NE 1/4) and Lot 6 (SW 1/4 NE 1/4) of Section 21, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 21, said corner being monumented with a 1987 B.L.M. Brass cap, thence N 88°26'02" E, a distance of 239.86 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 2656.55 feet to a point on the South line of Lot 6 (SW 1/4 NE 1/4) of said Section 21, said point being S 89°20'09" W, a distance of 2368.25 feet from the East 1/4 corner of said Section 21, being a 1987 B.L.M. Brass cap.

Said easement centerline being 2656.55 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 882-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 BCH STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



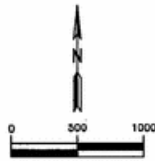
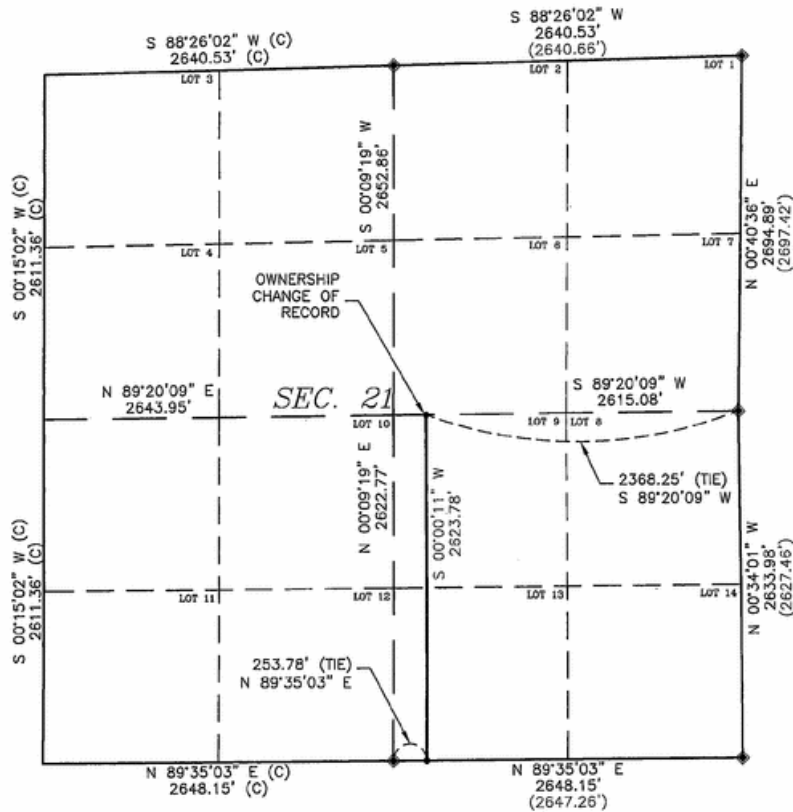
**RIGHT OF WAY EASEMENT**  
WILLIAM M HENRY, III REVOCABLE TRUST  
SUSAN KAY HENRY REVOCABLE TRUST  
SEC. 21, T. 37 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

DATE: 05-29-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: F:\2009-020\_BHP\_TRANSMISSION\_LINE-PHASE2\FINAL\PLATS\KNE\_SEC\_PLATE\_GROUND\_WY92-EF

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 21, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER HENRY LAND COMPANY	FOOTAGE 2623.8'	RODS 159.02
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- LEGEND:**
- ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

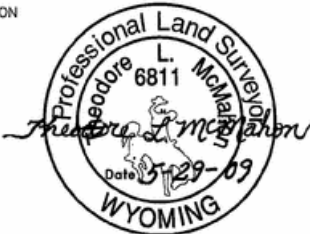
**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 9 (NW 1/4 SE 1/4) and Lot 13 (SW 1/4 SE 1/4) of Section 21, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 21, said corner being monumented with a 1987 B.L.M. Brass cap, thence S 89°20'09" W, a distance of 2368.25 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 2623.78 feet to a point on the South line of said Section 21, said point being N 89°35'03" E, a distance of 253.78 feet from the South 1/4 corner of said Section 21, being a 1987 B.L.M. Brass cap.

Said easement centerline being 2623.78 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 6th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT  
HENRY LAND COMPANY**

SEC. 21, T. 37 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



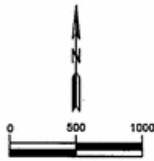
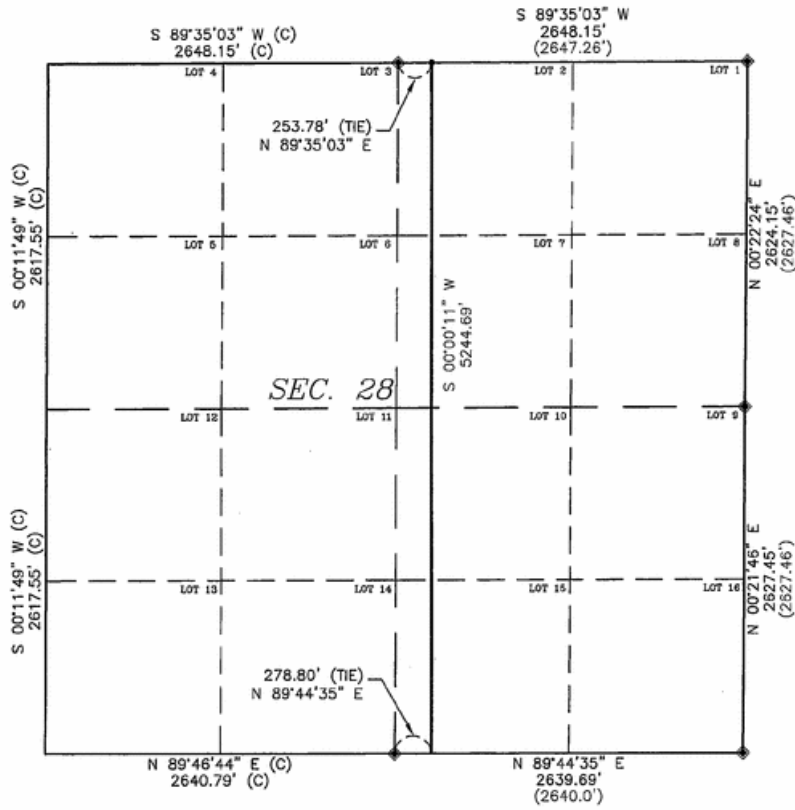
DATE: 05-29-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: F:\2008-090\_BHP\_TRANSMISSION\_LINE-PHASE1\FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_VY03-2P



**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 28, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER HENRY LAND COMPANY	FOOTAGE 5244.7'	RODS 317.86
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- LEGEND:**
- 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 2 (NW 1/4 NE 1/4), Lot 7 (SW 1/4 NE 1/4), Lot 10 (NW 1/4 SE 1/4) and Lot 15 (SW 1/4 SE 1/4) of Section 28, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 28, said corner being monumented with a 1987 B.L.M. Brass cap, thence N 89°35'03" E, a distance of 253.78 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 5244.69 feet to a point on the South line of said Section 28, said point being N 89°44'35" E, a distance of 278.80 feet from the South 1/4 corner of said Section 28, being a 1987 B.L.M. Brass cap.

Said easement centerline being 5244.69 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
620 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708



**RIGHT OF WAY EASEMENT  
HENRY LAND COMPANY**

SEC. 28, T. 37 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lokeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

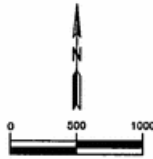
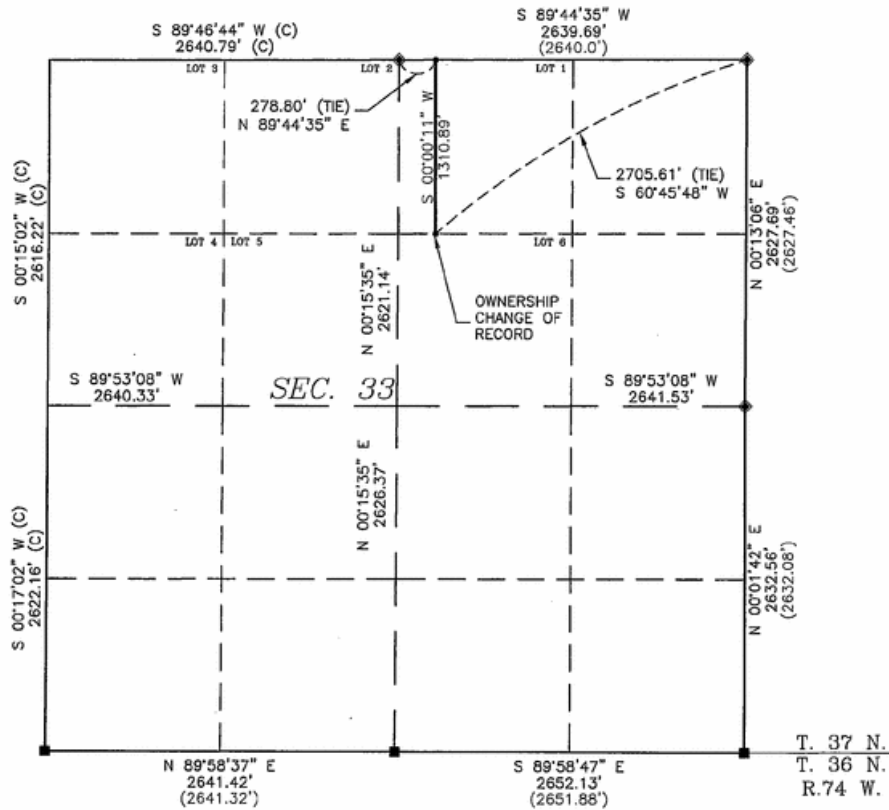


DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR. INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-202\_BHP\_TRANSMISSION\_LINE-PHASE2\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY03-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 33, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER HENRY LAND COMPANY	FOOTAGE 1310.9'	RODS 79.45'
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- LEGEND:**
- 1986 B.L.M. BRASS CAP
  - ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of Lot 1 (NW 1/4 NE 1/4) of Section 33, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 33, said corner being monumented with a 1987 B.L.M. Brass cap, thence N 89°44'35" E, a distance of 278.80 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 1310.89 feet to a point on the South line of Lot 1 (NW 1/4 NE 1/4) said Section 33, said point being S 60°45'48" W, a distance of 2705.61 feet from the Northeast corner of said Section 33, being a 1987 B.L.M. Brass cap.

Said easement centerline being 1310.89 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
829 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
HENRY LAND COMPANY  
SEC. 33, T. 37 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

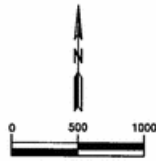
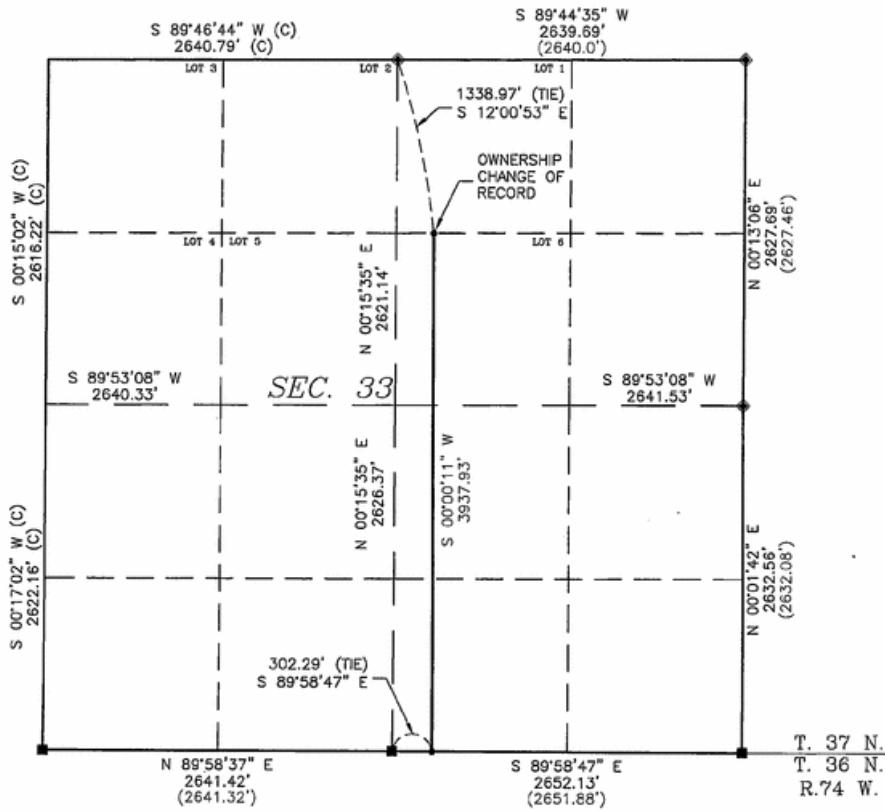


DATE: 06-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: P:\2008-020\_BMP\_TRANSMISSION\_LINE-PHASE2\FINAL\PLATS\HDR\_SEC\_PLATE\_GROUND\_WY03-07

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 33, T. 37 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: HORNBUCKLE RANCH, INC.      FOOTAGE: 3937.9'      RODS: 238.66



- LEGEND:**
- 1986 B.L.M. BRASS CAP
  - ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 5 (SW 1/4 NE 1/4), NW 1/4 SE 1/4 and SW 1/4 SE 1/4 of Section 33, Township 37 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 33, said corner being monumented with a 1987 B.L.M. Brass cap, thence S 12°00'53" E, a distance of 1338.97 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 3937.93 feet to a point on the South line of said Section 33, said point being S 89°58'47" E, a distance of 302.29 feet from the South 1/4 corner of said Section 33, being a 1986 B.L.M. Brass cap.

Said easement centerline being 3937.93 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREOF REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 662-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
650 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



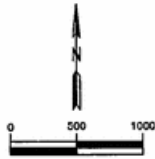
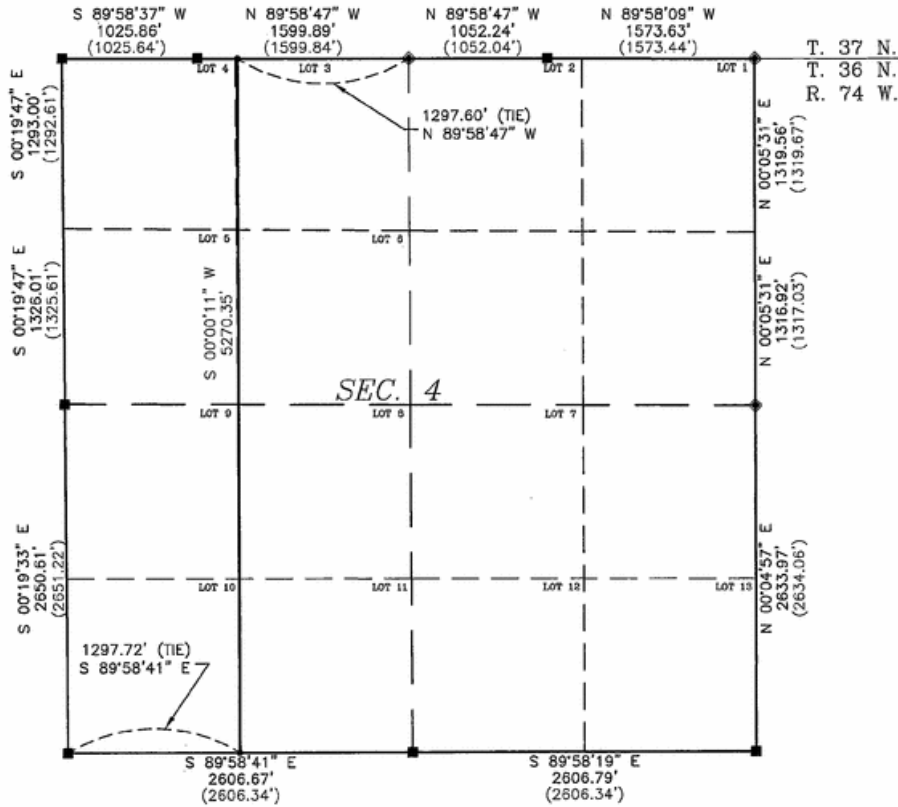
**RIGHT OF WAY EASEMENT  
HORNBUCKLE RANCH, INC**  
  
SEC. 33, T. 37 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

DATE: 06-28-09	DESIGNED BY: KTY
SCALE: 1" = 1000'	DRAWN BY: KTY/PK
CNTR INTRVL: N/A	APPROVED BY: KTY/TLM
REVISION:	DATE: / /

FILE: P:\2008-080\_BHP\_TRANSMISSION\_LINE-PHASE2\FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY03-07

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 4, T. 36 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER HORNBUCKLE RANCH, INC	FOOTAGE 5270.4'	RODS 319.42
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- LEGEND:**
- 1986 B.L.M. BRASS CAP
  - ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 4 (NW 1/4 NW 1/4), Lot 5 (SW 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 8 (NE 1/4 SW 1/4), Lot 9 (NW 1/4 SW 1/4), Lot 10 (SW 1/4 SW 1/4) and Lot 11 (SE 1/4 SW 1/4) of Section 4, Township 36 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 4, said corner being monumented with a 1987 B.L.M. Brass cap, thence N 89°58'47" W, a distance of 1297.60 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 5270.35 feet to a point on the South line of Section 4, said point being S 89°58'41" E, a distance of 1297.72 feet from the Southwest corner of said Section 4, being a 1986 B.L.M. Brass cap.

Said easement centerline being 5270.35 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
605 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
HORNBUCKLE RANCH, INC  
SEC. 4, T. 36 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-6547

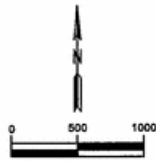
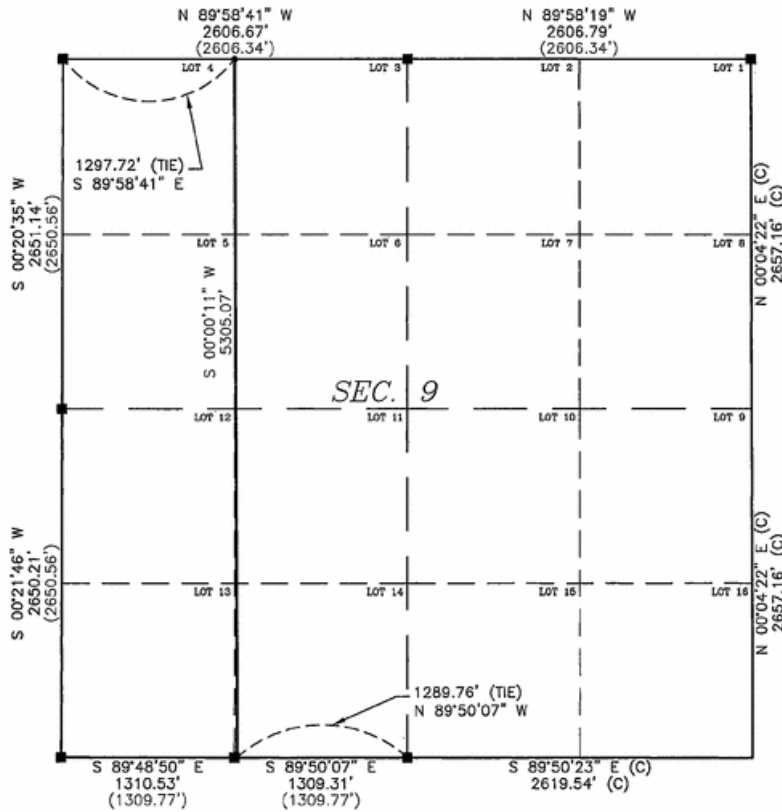


DATE: 06-29-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTKVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

FILE: F:\2009-090\_BHP\_TRANSMISSION\_LINE-PHASES\FINAL PLATS\HDR\_SEC\_PLATS\_GROUND\_PFS-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 9, T. 36 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER HORNBUCKLE RANCH, INC	FOOTAGE 5305.1'	RODS 321.52
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- LEGEND:**
- 1986 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 3 (NE 1/4 NW 1/4), Lot 4 (NW 1/4 NW 1/4), Lot 5 (SW 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 11 (NE 1/4 SW 1/4), Lot 12 (NW 1/4 SW 1/4), Lot 13 (SW 1/4 SW 1/4) and Lot 14 (SE 1/4 SW 1/4) of Section 9, Township 36 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 9, said corner being monumented with a 1986 B.L.M. Brass cap, thence S 89°58'41" E, a distance of 1297.72 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 5305.07 feet to a point on the South line of said Section 9, said point being N 89°50'07" W, a distance of 1289.76 feet from the South 1/4 corner of said Section 9, being a 1986 B.L.M. Brass cap.

Said easement centerline being 5305.07 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
HORNBUCKLE RANCH, INC  
SEC. 9, T. 36 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

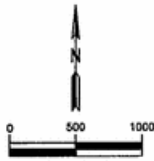
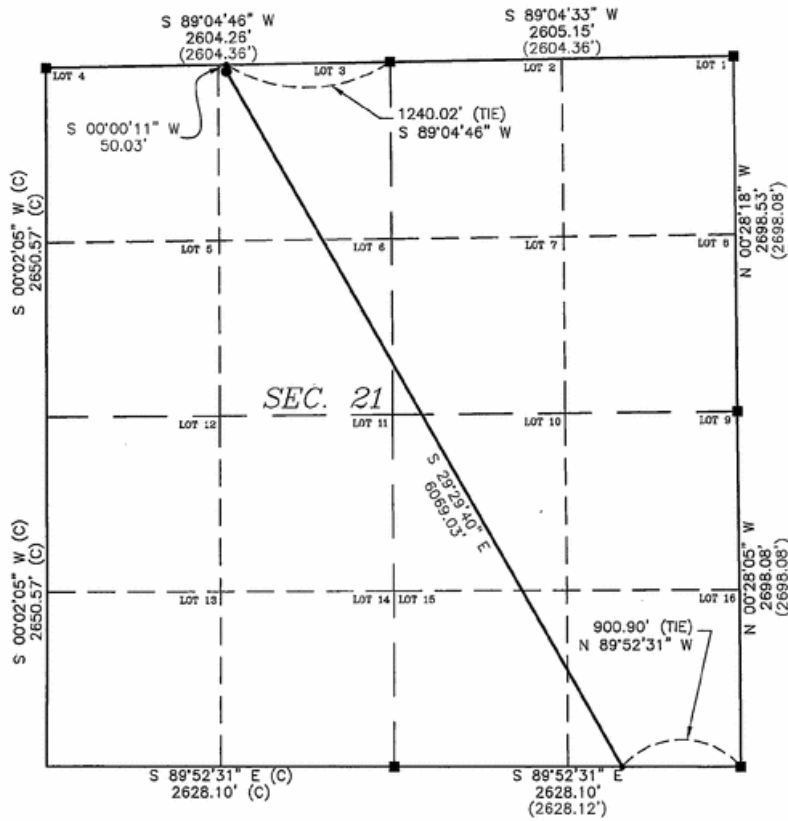


DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/JMB
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION: /	DATE: / /

FILE: F:\2008-2009\_BHP\_TRANSMISSION\_LINE-Phase\FINAL\PLATS\MSR\_SEC\_PLATS\_GROUND\_WY03-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 21, T. 36 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: SMITH SHEEP COMPANY      FOOTAGE: 6119.1      RODS: 370.85



- LEGEND:**
- 1986 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portion of Lot 3 (NE 1/4 NW 1/4), Lot 4 (NW 1/4 NW 1/4), Lot 6 (SE 1/4 NW 1/4), Lot 7 (SW 1/4 NE 1/4), Lot 10 (NW 1/4 SE 1/4), Lot 15 (SW 1/4 SE 1/4) and Lot 16 (SE 1/4 SE 1/4) of Section 21, Township 36 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 21, said corner being monumented with a 1986 B.L.M. Brass cap, thence S 89°04'46" W, a distance of 1240.02 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°00'11" W, a distance of 50.03 feet to a point; Thence along said centerline S 29°29'40" E, a distance of 6069.03 feet to a point on the South line of said Section 21, said point being N 89°52'31" W, a distance of 900.90 feet from the Southeast corner of said Section 21, being a 1986 B.L.M. Brass cap.

Said easement centerline being 6119.06 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



FILE: F:\2008-008\_BHP\_TRANSMISSION\_LINE-PHASE1\FINAL\PLATS\HDR\_SEC\_PLATS\_GROUND\_WY83-EP



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
**BLACK HILLS POWER, INC.**  
825 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



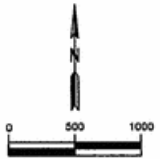
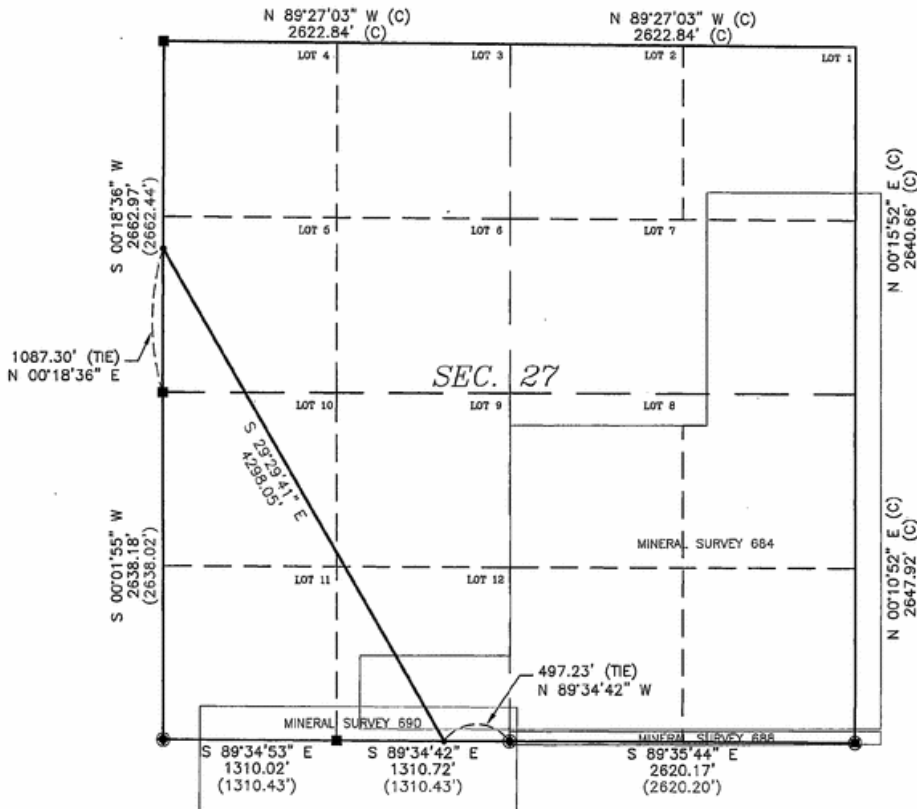
**RIGHT OF WAY EASEMENT  
SMITH SHEEP COMPANY**

SEC. 21, T. 36 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 27, T. 36 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: SMITH SHEEP COMPANY      FOOTAGE: 4298.1'      RODS: 260.49



- LEGEND:**
- 1968 LS 520 BRASS CAP
  - 1974 LS 519 BRASS CAP
  - 1986 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - MINERAL SURVEY BOUNDARY LINE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 5 (SW 1/4 NW 1/4), Lot 9 (NE 1/4 SE 1/4), Lot 10 (NW 1/4 SW 1/4), Lot 11 (SW 1/4 SW 1/4) and Lot 12 (SE 1/4 SW 1/4) of Section 27, Township 36 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the West 1/4 corner of said Section 27, said corner being monumented with a 1986 B.L.M. Brass cap, thence N 00°18'36" E, a distance of 1087.30 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 29°29'41" E, a distance of 4298.05 feet to a point on the South line of said Section 27, said point being N 89°34'42" W, a distance of 497.23 feet from the South 1/4 corner of said Section 27, being a 1974 L.S. 519 Brass cap.

Said easement centerline being 4298.05 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 882-8547



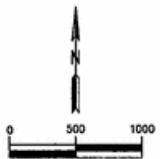
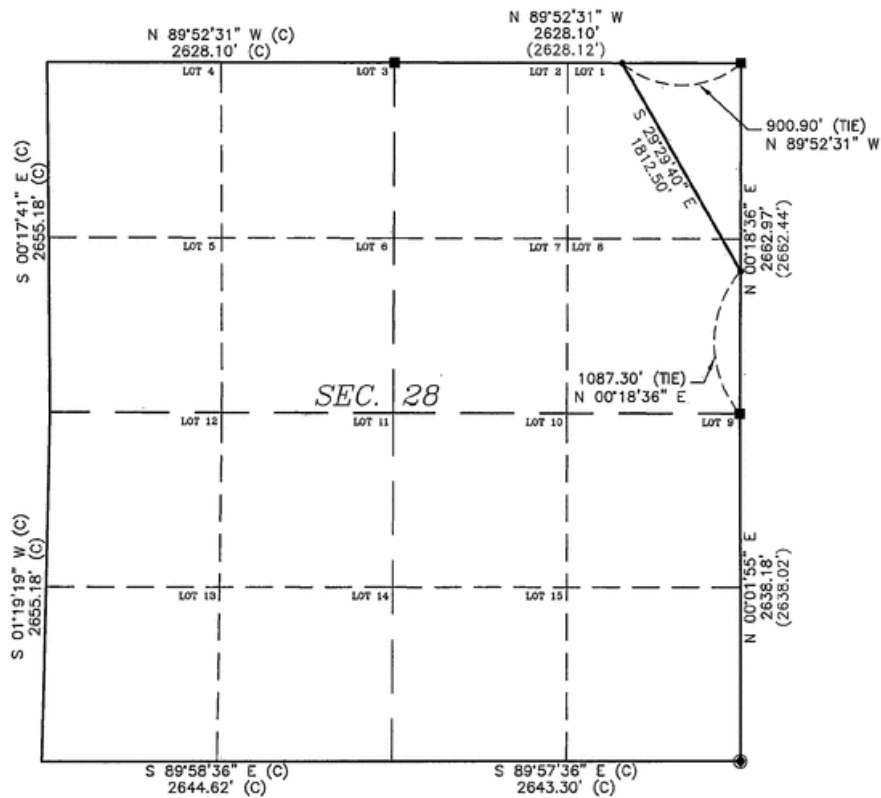
PREPARED FOR:  
BLACK HILLS POWER, INC.  
655 8th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57109



<b>RIGHT OF WAY EASEMENT SMITH SHEEP COMPANY</b>	
SEC. 27, T. 36 N., R. 74 W. CONVERSE COUNTY, WYOMING	
DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PJK
CNTR. CONTRL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 28, T. 36 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER SMITH SHEEP COMPANY	FOOTAGE 1812.5'	RODS 109.85
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- LEGEND:**
- 1974 LS 519 BRASS CAP
  - 1986 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of Lot 1 (NE 1/4 NE 1/4) and Lot 8 (SE 1/4 NE 1/4) of Section 28, Township 36 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 28, said corner being monumented with a 1986 B.L.M. Brass cap, thence N 89°52'31" W, a distance of 900.90 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 29°29'40" E, a distance of 1812.50 feet to a point on the East line of said Section 28, said point being N 00°18'36" E, a distance of 1087.30 feet from the East 1/4 corner of said Section 28, being a 1986 B.L.M. Brass cap.

Said easement centerline being 1812.50 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lokeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

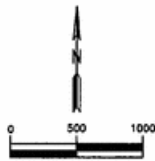
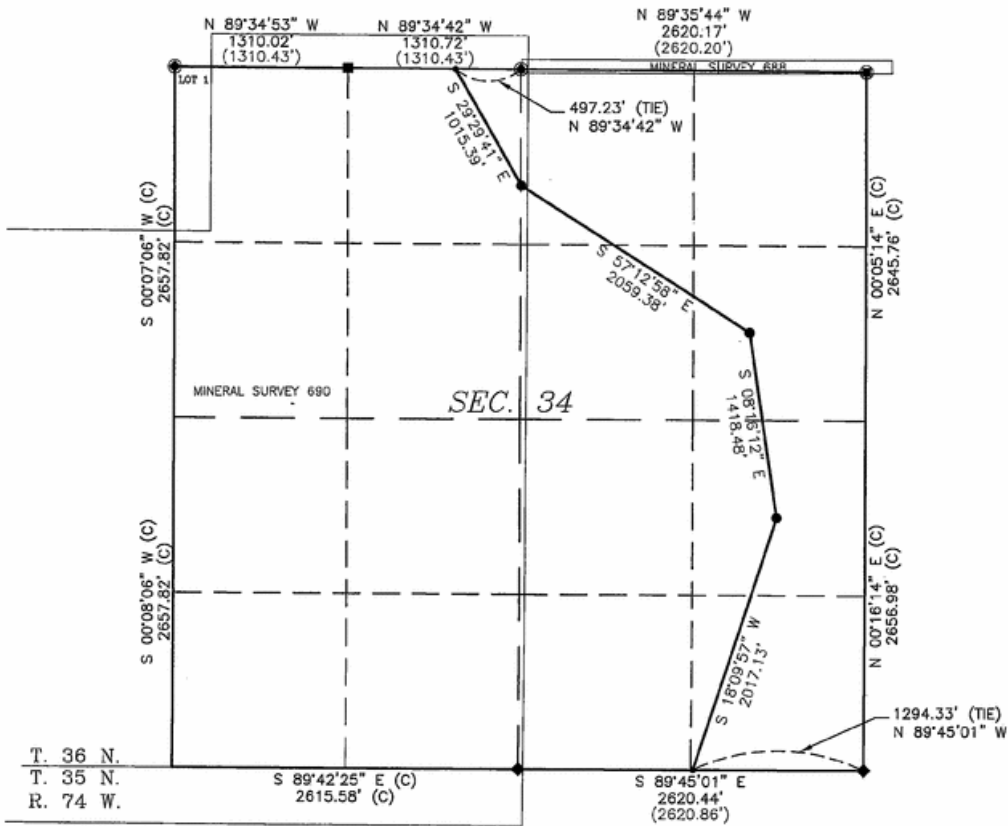
PREPARED FOR:  
**BLACK HILLS POWER, INC.**  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

<b>RIGHT OF WAY EASEMENT SMITH SHEEP COMPANY</b>	
SEC. 28, T. 36 N., R. 74 W. CONVERSE COUNTY, WYOMING	
DATE: 05-28-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR. INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /



**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 34, T. 36 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER SMITH LAND COMPANY	FOOTAGE 6510.4'	RODS 394.57'
------------------------------------	--------------------	-----------------



- LEGEND:**
- 1968 LS 520 BRASS CAP
  - 1974 LS 519 BRASS CAP
  - 1986 B.L.M. BRASS CAP
  - ◆ 1987 B.L.M. BRASS CAP
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - MINERAL SURVEY BOUNDARY LINE
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of the NE 1/4 NW 1/4, NW 1/4 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4, SE 1/4 SE 1/4 and SW 1/4 SE 1/4 of Section 34, Township 36 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 34, said corner being monumented with a 1974 LS 519 Brass cap, thence N 89°34'42" W, a distance of 497.23 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 29°29'41" E, a distance of 1015.39 feet to a point;  
Thence along said centerline S 57°12'58" E, a distance of 2059.38 feet to a point;  
Thence along said centerline S 08°16'12" E, a distance of 1418.48 feet to a point;  
Thence along said centerline S 18°09'57" W, a distance of 2017.13 feet to a point on the South line of said Section 34, said point being N 89°45'01" W, a distance of 1294.33 feet from the Southeast corner of said Section 34, being a 1987 B.L.M. Brass cap.

Said easement centerline being 6510.38 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
605 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
SMITH LAND COMPANY**

SEC. 34, T. 36 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

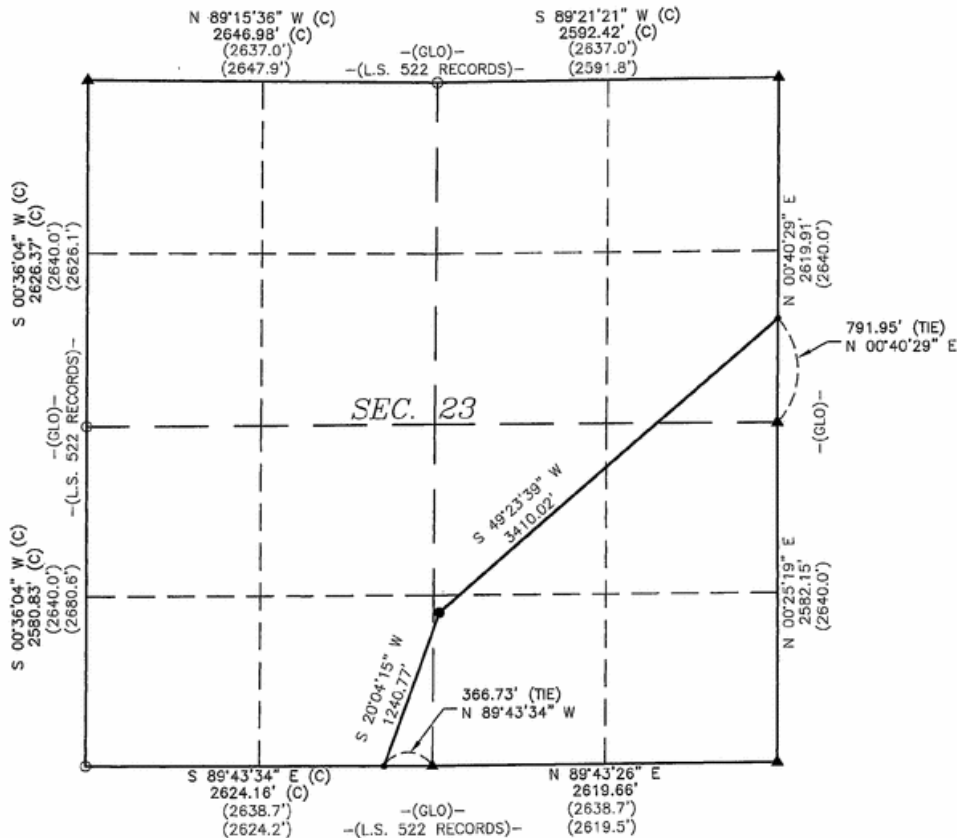
PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 882-8547



DATE: 09-22-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 23, T. 40 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
DILTS RANCH COMPANY & STEVEN K DILTS	4650.8'	281.87



- LEGEND:**
- ▲ ORIGINAL STONE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE
  - (L.S. 522) REFERS TO RECORDS OF LAND SURVEYOR 522

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE—GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of SE 1/4 NE 1/4, NE 1/4 SE 1/4, NW 1/4 SE 1/4, SW 1/4 SE 1/4 and SE 1/4 SW 1/4 of Section 23, Township 40 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the East 1/4 corner of said Section 23, said corner being monumented with an original stone marker, thence N 00°40'29" E, a distance of 791.95 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 49°23'39" W, a distance of 3410.02 feet to a point; Thence along said centerline S 20°04'15" W, a distance of 1240.77 feet to a point on the South line of said Section 23, said point being N 89°43'34" W, a distance of 366.73 feet from the South 1/4 corner of said Section 23, being an original stone marker.

Said easement centerline being 4650.79 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
600 OLD STREET  
P.O. BOX 1400  
RAPID CITY, SD 57706

**RIGHT OF WAY EASEMENT  
DILTS RANCH COMPANY &  
STEVEN K DILTS  
SEC. 23, T. 40 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

DESIGNED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lokeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547

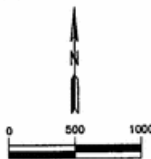
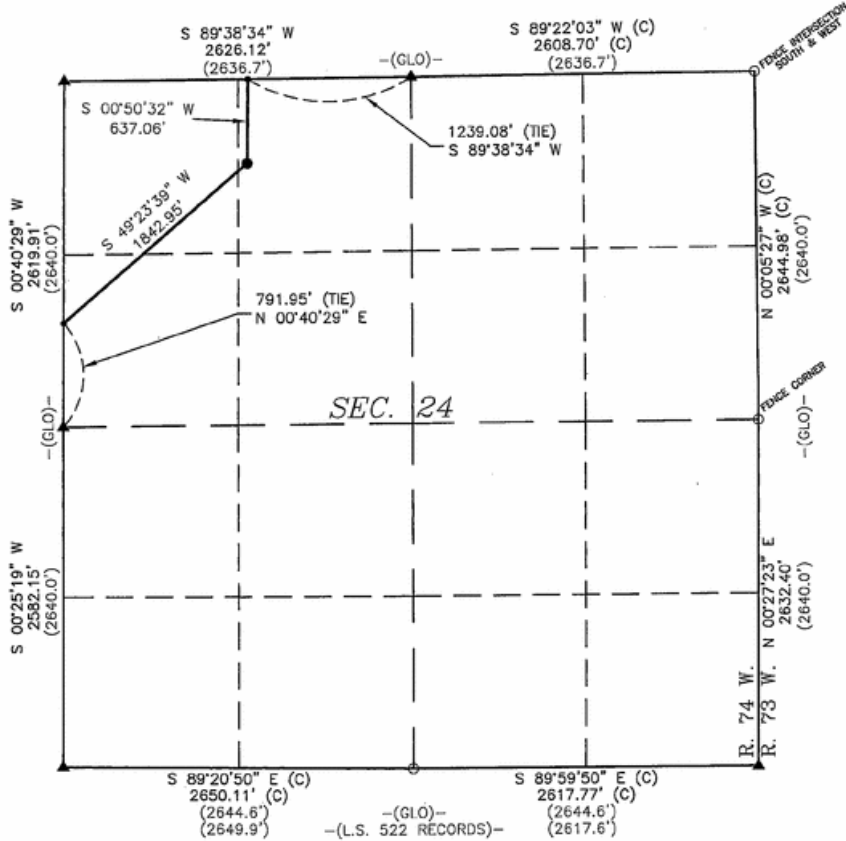


DATE: 09-15-09	DESIGNED BY: RTI
SCALE: 1" = 1000'	DRAWN BY: RTI/PK
CNTR INTRVL: N/A	APPROVED BY: RTI/TLM
REVISION:	DATE: / /

FILE: F:\2008-000\_BHP\_TRANSMISSION\_LINE-PHASE2\FINAL\PLATS\MINR\_PLATS\_GROUND\_#743-09

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 24, T. 40 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER: DILTS RANCH COMPANY & STEVEN K DILTS      FOOTAGE: 2480.0'      RODS: 150.30



- LEGEND:**
- ▲ ORIGINAL STONE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - POWER LINE PI LOCATION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE
  - (L.S. 522) REFERS TO RECORDS OF LAND SURVEYOR 522

BASIS OF BEARING:  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of NE 1/4 NW 1/4, NW 1/4 NW 1/4 and SW 1/4 NW 1/4 of Section 24, Township 40 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 24, said corner being monumented with an original stone marker, thence S 89°38'34" W, a distance of 1239.08 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 00°50'32" W, a distance of 637.06 feet to a point; Thence along said centerline S 49°23'39" W, a distance of 1842.95 feet to a point on the West line of said Section 24, said point being N 00°40'29" E, a distance of 791.95 feet from the West 1/4 corner of said Section 24, being an original stone marker.

Said easement centerline being 2480.01 feet in length, more or less with side lines shortened or extended to the recorded boundary.

CERTIFICATE OF SURVEYOR:  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
620 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

**RIGHT OF WAY EASEMENT**  
DILTS RANCH COMPANY &  
STEVEN K DILTS  
SEC. 24, T. 40 N., R. 74 W.  
CONVERSE COUNTY, WYOMING

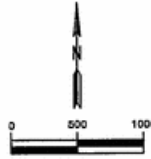
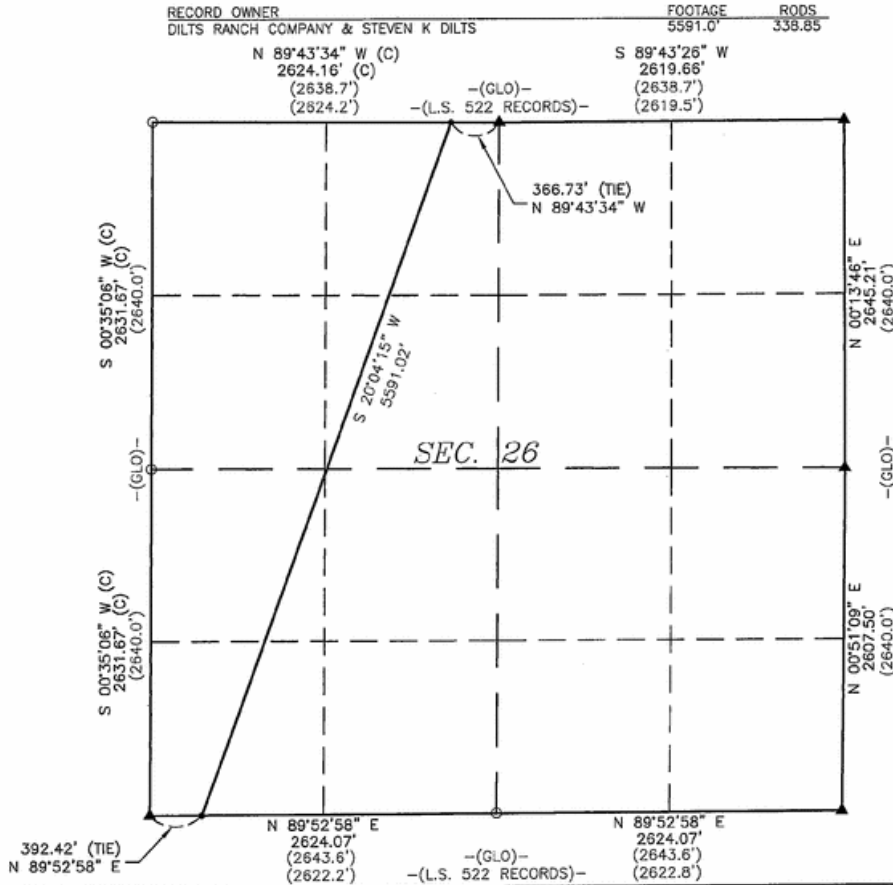
**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 602-8547



DATE: 09-16-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PR
CNTR INTRVL: N/A	APPROVED BY: KTI/YLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 26, T. 40 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**



- LEGEND:**
- ▲ ORIGINAL STONE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE
  - (L.S. 522) REFERS TO RECORDS OF LAND SURVEYOR 522

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of NE 1/4 NW 1/4, SW 1/4 NW 1/4, SE 1/4 NW 1/4, NE 1/4 SW 1/4, NW 1/4 SW 1/4 and SW 1/4 SW 1/4 of Section 26, Township 40 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the North 1/4 corner of said Section 26, said corner being monumented with an original stone marker, thence N 89°43'34" W, a distance of 366.73 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 20°04'15" W, a distance of 5591.02 feet to a point on the South line of said Section 26, said point being N 89°52'58" E, a distance of 392.42 feet from the Southwest corner of said Section 26, being an original stone marker.

Said easement centerline being 5591.02 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HERON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 6th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709

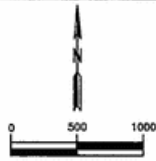
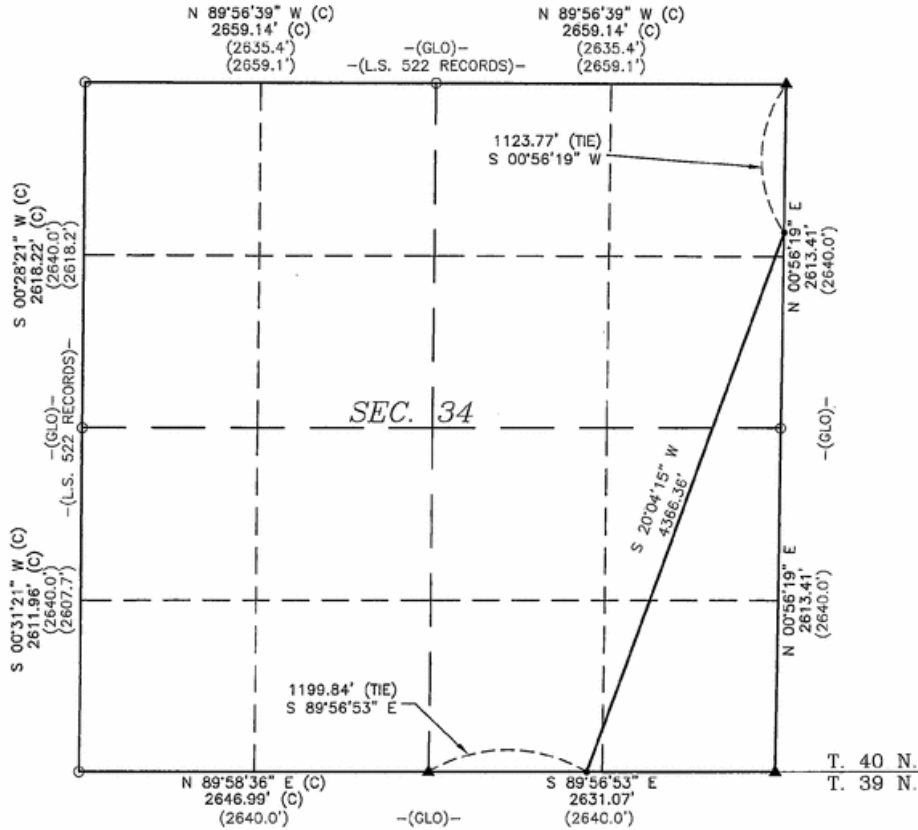


**RIGHT OF WAY EASEMENT  
DILTS RANCH COMPANY &  
STEVEN K DILTS  
SEC. 26, T. 40 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

DATE: 09-15-09	DESIGNED BY: KYI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTR INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 34, T. 40 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
DILTS RANCH COMPANY & STEVEN K DILTS INTER VIVOS TRUST	4366.4'	264.63



- LEGEND:**
- ▲ ORIGINAL STONE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE
  - (L.S. 522) REFERS TO RECORDS OF LAND SURVEYOR 522

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID

**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in portions of NE 1/4 NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4, SW 1/4 SE 1/4 and SE 1/4 SE 1/4 of Section 34, Township 40 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Section 34, said corner being monumented with an original stone marker, thence S 00°56'19" W, a distance of 1123.77 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 20°04'15" W, a distance of 4366.36 feet to a point on the South line of said Section 34, said point being S 89°56'53" E, a distance of 1199.84 feet from the South 1/4 corner of said Section 34, being an original stone marker.

Said easement centerline being 4366.36 feet in length, more or less with side lines shortened or extended to the recorded boundary.



**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57709



**RIGHT OF WAY EASEMENT  
DILTS RANCH COMPANY &  
STEVEN K DILTS INTER VIVOS TRUST  
SEC. 34, T. 40 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

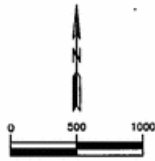
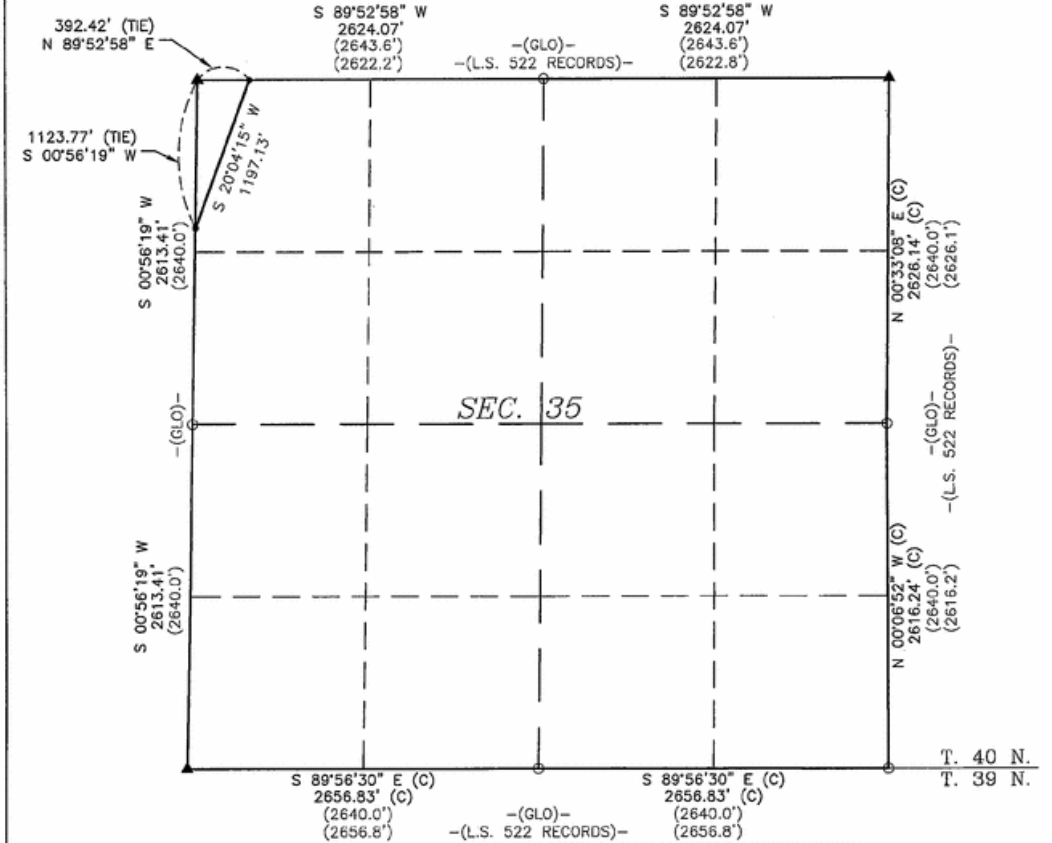
PREPARED BY:  
**KNIGHT TECHNOLOGIES, INC.**  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



DATE: 09-15-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CNTE INTRVL: N/A	APPROVED BY: KTI/TLM
REVISION:	DATE: / /

**RIGHT OF WAY EASEMENT  
BLACK HILLS POWER, INC.  
SECTION 35, T. 40 N., R. 74 W., 6TH P.M.  
CONVERSE COUNTY, WYOMING**

RECORD OWNER	FOOTAGE	RODS
DILTS RANCH COMPANY & STEVEN K DILTS INTER VIVOS TRUST	1197.1'	72.55



- LEGEND:**
- ▲ ORIGINAL STONE MARKER
  - CALCULATED CORNER POSITION (NOT SET)
  - ( ) RECORDED DISTANCE
  - (C) CALCULATED FROM RECORD
  - CENTERLINE OF RIGHT OF WAY EASEMENT
  - BEGINNING AND END OF ALIGNMENT DESCRIPTION
  - (GLO) REFERS TO RECORDS OF ORIGINAL GENERAL LAND OFFICE
  - (L.S. 522) REFERS TO RECORDS OF LAND SURVEYOR 522

**BASIS OF BEARING:**  
NAD 83 WYOMING STATE PLANE,  
EAST ZONE-GRID



**LEGAL DESCRIPTION:**

The following is a legal description for a 125 foot wide easement located in a portion of the NW 1/4 NW 1/4 of Section 35, Township 40 North, Range 74 West of the 6th P.M., Converse County, Wyoming. Said easement being 62.5 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 35, said corner being monumented with an original stone marker, thence N 89°52'58" E, a distance of 392.42 feet to the True Point of Beginning of said easement centerline;

Thence along said centerline S 20°04'15" W, a distance of 1197.13 feet to a point on the West line of said Section 35, said point being S 00°56'19" W, a distance of 1123.77 feet from the Northwest corner of said Section 35, being an original stone marker.

Said easement centerline being 1197.13 feet in length, more or less with side lines shortened or extended to the recorded boundary.

**CERTIFICATE OF SURVEYOR:**  
I, THEODORE L. MCMAHON, BEING A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THE MAP HEREDON REPRESENTS AN ACTUAL SURVEY MADE BY MYSELF AND OR BY PERSONNEL OF KNIGHT TECHNOLOGIES INCORPORATED UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT AND LEGAL DESCRIPTION SHOWN ARE ACCURATELY REPRESENTED.

PREPARED FOR:  
BLACK HILLS POWER, INC.  
625 9th STREET  
P.O. BOX 1400  
RAPID CITY, SD 57708



**RIGHT OF WAY EASEMENT  
DILTS RANCH COMPANY &  
STEVEN K DILTS INTER VIVOS TRUST  
SEC. 35, T. 40 N., R. 74 W.  
CONVERSE COUNTY, WYOMING**

**NOTE:**  
ALL CENTERLINE BEARINGS AND DISTANCES HEREIN ARE CONSIDERED TO BE MORE OR LESS. THE CENTERLINE OF THE POWERLINE AS CONSTRUCTED IS THE CENTER LINE OF THE 125' WIDE EASEMENT BEING 62.5' ON EACH SIDE

PREPARED BY:  
KNIGHT TECHNOLOGIES, INC.  
201 W. Lakeway Rd.  
Suite 200  
Gillette, WY 82718  
Office: (307) 682-8547



DATE: 09-15-09	DESIGNED BY: KTI
SCALE: 1" = 1000'	DRAWN BY: KTI/PK
CHTR INTRVL: N/A	APPROVED BY: KTI/TKM
REVISION:	DATE: / /

FILE: P:\2008-090\_RHP\_TRANSMISSION\_LINE-PHASE1\FINAL\PLAT\WFR\_SEC\_PLATS\_GROUND\_WY03-07

[HELMERS' LETTERHEAD]

October 26, 2009

Black Hills Power, Inc.  
625 Ninth Street  
Rapid City, South Dakota 57701

Re: Black Hills Power, Inc.  
Registration Statement on Form S-3  
File No. 333-150669-01 (the "Registration Statement")

Gentlemen:

I am Senior Vice President-General Counsel of Black Hills Power, Inc., a South Dakota corporation (the "Company"), and I have acted as counsel for the Company in connection with the Registration Statement and with respect to the issuance and sale by the Company of \$180 million aggregate principal amount of first mortgage bonds, 6.125% Series AF due 2039 (the "First Mortgage Bonds") offered pursuant to that certain Prospectus Supplement dated October 22, 2009 (the "Prospectus Supplement") and the accompanying Prospectus dated October 22, 2009. The First Mortgage Bonds are to be issued under that certain Restated and Amended Indenture of Mortgage and Deed of Trust dated as of September 1, 1999, between the Company and The Bank of New York Mellon, successor in interest to the original and succeeding trustees (the "Trustee"), as amended and supplemented by that certain First Supplemental Indenture dated as of August 13, 2002, between the Company and the Trustee, and a Second Supplemental Indenture to be dated as of October 27, 2009, between the Company and the Trustee (collectively, the "Indenture").

In reaching the conclusions expressed in this opinion, I, or persons responsible to me, have examined (i) the Company's restated articles of incorporation, as amended, and bylaws, (ii) the Registration Statement, and (iii) the Indenture. In addition, I have (a) examined such certificates of public officials and of corporate officers and directors and such other documents and matters as I, or persons responsible to me, have deemed necessary or appropriate, (b) relied upon the accuracy of facts and information set forth in all such documents, and (c) assumed the genuineness of all signatures, the authenticity of all documents submitted to me, or persons responsible to me, as originals, the conformity to original documents of all documents submitted to me, or persons responsible to me, as copies, and the authenticity of the originals from which all such copies were made.

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Based on the foregoing and subject to the qualifications and limitations stated herein, I am of the opinion that the First Mortgage Bonds have been duly authorized and, when issued, delivered and paid for in accordance with the terms and conditions of that certain Underwriting Agreement dated October 22, 2009 (the "Underwriting Agreement") by and among the Company and the Representatives (as defined in the Underwriting Agreement), will be legally issued and constitute valid and binding obligations of the Company, enforceable in accordance with their terms.

My opinion set forth above is subject to the effects of bankruptcy, insolvency, reorganization, fraudulent transfer or conveyance, moratorium or other similar laws now or hereinafter in effect relating to or affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

I am a member of the bar of the State of South Dakota, and accordingly, the opinion expressed herein is based upon and limited exclusively to the laws of the State of South Dakota and the laws of the United States of America, insofar as such laws are applicable.

I hereby consent to the use of this opinion as Exhibit 5.4 to the Registration Statement and related prospectus filed with the Securities and Exchange Commission and to the reference to me under the caption "Legal Opinions" therein. In giving this consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act.

This opinion speaks as of its date, and I undertake no, and hereby expressly disclaim any, duty to advise you as to changes of fact or law coming to my attention after the date hereof.

Sincerely,

/s/ Steven J. Helmers

Steven J. Helmers,  
Senior Vice President-General Counsel

