substantial inaccuracies in ownership of property, location of property lines, and scale in the very first portion of the line. It is clear, therefore, that the City's maps cannot be relied upon to authoritatively show title work, property lines. Also, to the extent that the City's maps offer to show property lines, the maps are incorrect, as same do erroneously show property lines in Sections C and D, since Mr. Harvey Buhl vacated Kleiner's Addition and Steere's Second Addition and Addition, and Mr. John Thompson vacated Syndicate Second Addition. These plats have been vacated and Leslie Street does not exist.

Further, the analysis of Chambers again assumes that merely and 1890's plat of Van Buren Street north of the Ash Substation constitutes a public road. In fact, the authority is for a plat to be a public road it must be accepted and used as a public road (see prior authority in Briefs and Dirtman case).

Further, at the very beginning of Section A, there does not appear to be any measurement of the portion of the line north of the Ash Substation and running east and west to point B (this area is highlighted in yellow) (similarly, the last point there does not appear to be any measurement of that section as well).

These questions and answers to these questions are extremely relevant and the City admits on a 5 ½ mile line they are within 1,010 feet of being nonexempt.

Further, there is no showing of who prepared Exhibit C to the Affidavit of Todd Chambers, or that the various subdivisions

in fact "line up" as they are presented on this claimed drawing. In fact, this lack of correspondence is demonstrated at the very first interconnection of the Ash Second Addition to the Hyde First Addition wherein the lots in the Ash Second Addition are 137 feet and 140 feet in length, plus a 70 foot street, for a total of 347 feet, whereas the lots in the Hyde First Addition are 127 feet and 127 feet, plus a 60 foot street -- a **differential of 33 feet.** Objection is made to said map for the reason that there has been no foundation shown as to who prepared said map, if it was prepared by a qualified person or not.

The City's engineer, Mr. Todd R. Chambers, testified in paragraph 8 of his June 1st affidavit that "Affiant's measurements are conservative in that at least a portion of the 1,158 feet actually crosses land owned by the City of Pierre. . ." Whether the City of Pierre, the State of South Dakota, or a private citizen owns the land has <u>absolutely no bearing</u> upon whether the line is exempt from the permit requirement. While the fact that the City owns this land might be relevant in the PUC's consideration of minimizing the negative impacts upon the landowners, it does not tend to show that the City's measurements are conservative. To the contrary, the City's measurements purport that all of Segment A, except for 1,158 feet is exempt. There are several parts of Segment A that are non exempt; there are also parts of the line that exist on the City's proposed route maps on land "owned by the City of Pierre", that simply are

not measured (i.e. length required for Segment A connection to Ash Substation and length required for Segment J connection to Ash Substation -- please see Exhibits A & B).

300' Crossing Hwy 14 & 83

City's engineers urge that City's submission of what is and is not exempt is "conservative". However, please note: The City acknowledges that the 80 feet where Segment J crosses the platted street between platted Jackson and Van Buren the proposed line is not exempt. Then, the City urges that the 300 feet where Segment C crosses U.S. Hwy. 14 & 83 is exempt. The 300 feet crossing the highway with City claims as exempt or "preferred" is not exempt because it does not follow any exempt property line, street, road, or other exempt property, as required by SDCL § 49-41B-4. Plainly, the City's interpretation of what is and is not exempt is not only expansive, but also logically flawed.

## CONCLUSION

For the foregoing reasons, the Commission should conclude that the City's proposed 115kv electrical line is not exempt from the permit requirement contained in SDCL, nor this Commission's siting jurisdiction. The City has not proven that less than one mile of the line falls on exempt property. In fact, as proposed, the City admits that 4,270. feet is nonexempt. There is an additional 1,010. feet which the City has failed to meet its burden to establish as exempt property, including, but not limited to the following:

- **Connections to Ash Substation:** First, the unmeasured distance required for Segment A to connect to Ash Substation. Also, the unmeasured distance for Segment J to connect to Ash Substation. Please see Exhibits A and B, previously accepted in the record as an attachment to Power Engineers' March 10, 1997 correspondence. By Intervenors' visual comparison, these distances may be 300 feet or more, as there has been no evidence. By the City's own admission, a minimum of 242 feet of additional line and associated transmission facilities.

- **Segment A:** Approximately 205 and 950 feet where line crosses wetlands. Approximately 100 feet where line crosses Fourth Street. Also the entire segment is 342 feet off the section line, and therefore the whole Segment A, 4,634', is non exempt.

- **Segment C:** Distance of 300 feet crossing Hwy 14 & 83.

- **Segment D:** Distance of 1,993 feet, purportedly on platted Leslie.

- **Segments G, H, and I:** Distances of 4,571, 793, and 3,585 feet are nonexempt for the reason that the proposed transmission line does not follow exempt property, but rather is located on personal property, stacked upon other existing transmission lines, and extending too far into private property to be fairly considered exempt property.

- **Segments K and L:** Distance of 737 and 2,708 feet respectively is not exempt for the reason that is not qualify as a "rebuild" as defined in SDCL § 49-41B-2.1.

The City has failed to meet its burden of proof with respect to a sum of at least 1,010 feet in these non exempt lengths. Therefore, a permit is required to construct the transmission line, as proposed.

It is the express public policy of South Dakota to permit the landowners to comment on the negative impact that the proposed line will have upon their property. However laudable the goal of obtaining a "looped" transmission line may be, it is

contrary to due process and fundamental fairness to decline siting jurisdiction where the proponent of a high voltage electrical line plainly designed a gerrymandered route in order to force the proposed line within an exemption.

The City's claim of exemption must be narrowly construed and the burden of proof is upon the City to establish that the proposed line is in fact exempt.

The City has failed to prove that the proposed transmission line is exempt from the permit requirement. Intervenors should be given an opportunity to be heard and to present their evidence concerning the negative impacts of the proposed line.

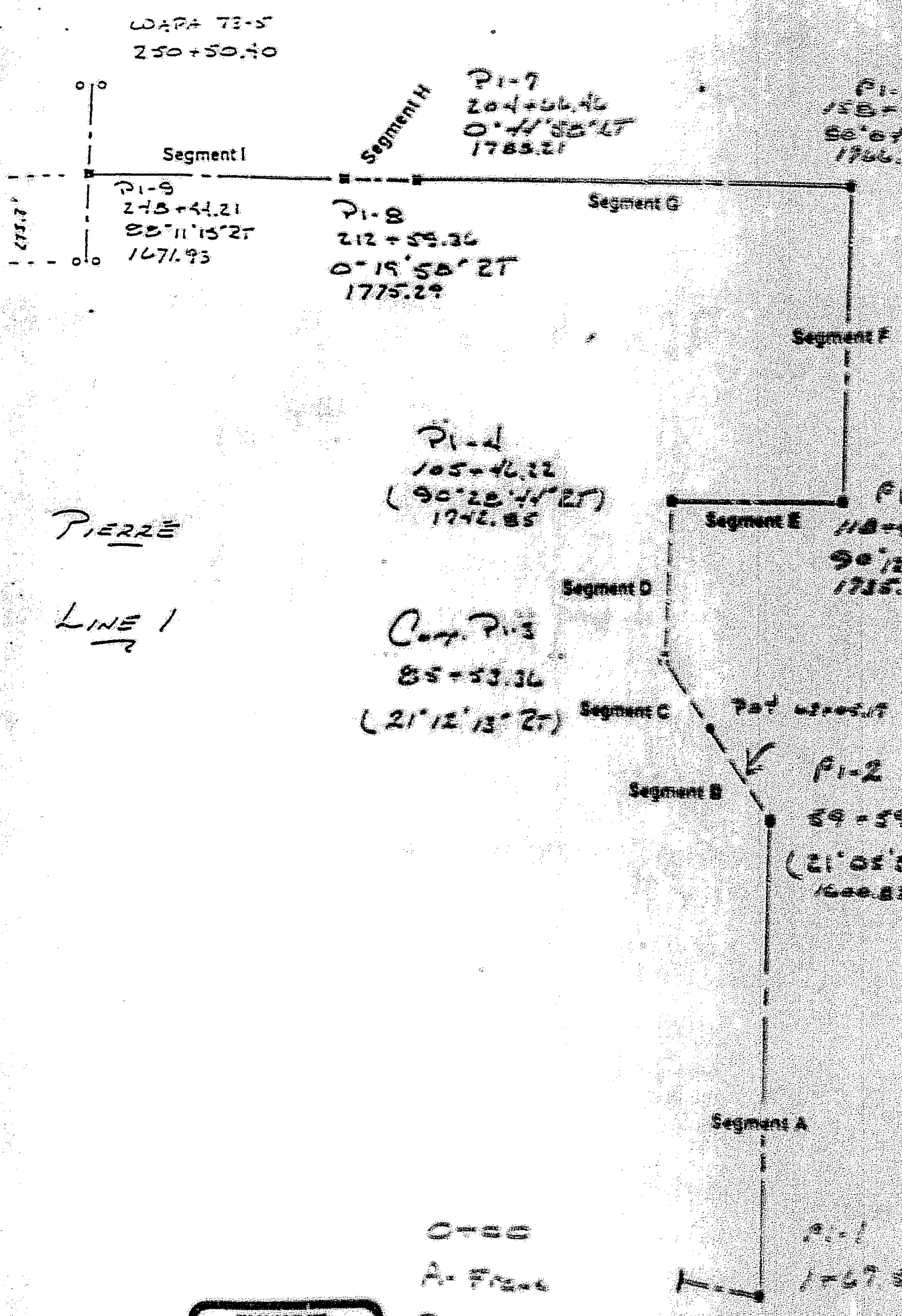
Dated this 8th day of June, 1998.

MAHER & ARENDT

Thomas M. Maher

and

Thomas P. Maher
Attorneys for Intervenors:
Harvey Buhl, Bernard and Thelma Beastrom, Terry Barge, and Brian and Mary Puckett
201 North Euclid Ave., Ste. 1
Pierre, SD 57501
Tel. (605) 224-0491
Fax. (605) 224-0493


WAPA 73-5
250+50.40
Segment I
Segment H
Segment G
Segment F
Segment E
Segment D
Segment C
Segment B
Segment A
PI-7
204+06.46
0°44'58"LT
1783.21
PI-9
248+44.21
85°11'13"RT
1671.93
PI-8
212+55.36
0°19'58"RT
1775.29
PI-1
105+46.12
(90°28'44"RT)
1742.85
PIERRE
LINE 1
Conf. PI-3
85+53.36
(21°12'13"RT)
PI-2

EXHIBIT

RITER, MAYER, HOFER, WATTIER & BROWN, LLP
Professional & Executive Building
319 South Coteau Street
P.O. Box 280
Pierre, South Dakota 57501-0280

R. C. RITER (1912-1994)
E. D. MAYER
ROBERT D. HOFER
ROBERT C. RITER, JR.
JERRY L. WATTIER
JOHN L. BROWN

DAVID A. PFEIFLE

TELEPHO
605-224-8
TELECOPI
605-224-7

June 2, 1998

FAX 224-0493

Mr. Thomas M. Maher
Attorney at Law
201 N. Euclid
Pierre, SD 57501

Re: In the Matter of the Petition for Declaratory Ruling Filed by the City of Pierre Regarding a Transmission Line EL98-004

Dear Tom:

As a follow up to our telephone conversation today at approximately 10:50 a.m., I contacted the City offices in an effort to contact Todd Chambers. I am advised that he is out of the office today and probably tomorrow at a funeral. Thus, I am not sure I am going to be able to get in touch with him today or even tomorrow.

Concerning the questions you raised about Exhibit 1 attached to Todd Chambers Affidavit, I can only assume that Segment A was correctly drawn and that the map and Affidavit speak for themselves.

I will attempt to discuss the matter with Todd Chambers once he is available.

Very truly,

RITER, MAYER, HOFER, WATTIER & BROWN, LLP

By: Jerry L. Wattier

JLW/ced

cc: Todd Chambers

# City of Pierre
# 115 kV Transmission Line Project
# Public Comment Questionnaire

The City of Pierre is seeking your comment regarding its proposed new 115 kV transmission Line Project. The City has conducted a routing study to determine the best location for the new transmission line which will meet the City's needs. Several alternative routes have been evaluated in a routing study for the proposed project. These routing alternatives have been discussed during the public workshop. Please provide your comment concerning the project so that the City can better address your concerns.

1. The City's routing study has identified several routing alternatives for the proposed 115 kV transmission line. Which alternative would you prefer be selected?

Potential link #1 as listed on 12-97 fact route sheet, under routing study.

What factors influenced your selection?

This proposed route seems to have less impact on existing population and leaves the oportunity for future developing of the area. The cost of putting the utilities underground is prohibitive to that option.

2. Do you have any concerns about any of the route alternatives or portions of the route alternatives? If so, which alternatives or portions of alternatives are you concerned with? Please list your concerns.

Consider should be given to the Hughes County Conservation District Capitol Lake Watershed Project at this time. Areas where the power line easement will cross drainage areas could be considered for construction of sediment traps and other types of erosion control.
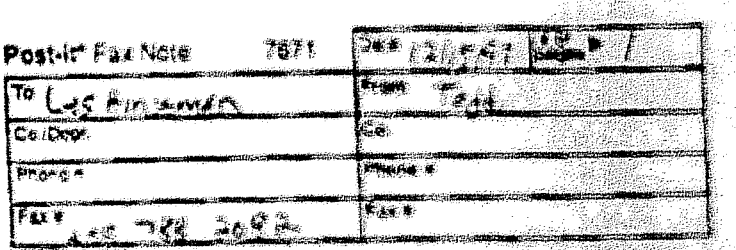
3. Did you find the public workshop helpful? Are there any improvements you could suggest?

YES

If you would like to be placed on a mailing list to receive additional information please include your name and mailing address below.

Don Gallimore
Box 36
Pierre, SD 57501

Thank you for attending the public workshop. Yc
appreciated.




cc:
Lynn Askew
Brian Rozyla

120522-01-22-01-01

POWER ENGINEERS

RECEIVED 1999

APR 19 1999

Fish & Wildlife Service
SD ES Fish Office

Project as described will have no significant impact on fish and wildlife resources. It does not involve any federally listed threatened or endangered species or their habitats. If project design changes, please submit plans for review.

Date

Field Supervisor

Dave Allardyce
US Fish and Wildlife Service
420 S. Garfield
Pierre, SD 57501

Subject: 120522-01 Ash Substation to Western Area Power Administration Tap 115kV Transmission Line

Dear Mr. Allardyce,

On October 22, 1998, POWER Engineers, on behalf of the City of Pierre, South Dakota (City) submitted a request to your office for an environmental review of the City's transmission line upgrade project.

Your office responded by saying that the "Project as described will have no significant impact on fish and wildlife resources. It does not involve any federally listed threatened or endangered species or their habitats. If project design changes, please submit plans for review."

Upon further field evaluation, it has become necessary for the City and POWER Engineers to alter the route previously submitted to your office.

The purpose of this letter is to request from your office an environmental review of the revised route. I have included a detailed map and description of the revised route for your reference.

## PROJECT DESCRIPTION

The City's proposed Ash Substation to Western Area Power Administration's (Western) Oahe-Pierre Tap 115 kV transmission line project would include the rebuilding of an existing line segment, and the construction of new segments. This combination was selected on the basis of a comparative route selection and evaluation study. The route which will be addressed in the City's environmental compliance document and siting permit application represents the preferred option which was selected from eight alternatives on the basis of specific routing criteria. The preferred option best fulfills the City's requirements while minimizing environmental, land use, and socioeconomic impacts.

Based on current planning, the section of the City's existing 115 kV line between the Eighth Street and Madison Avenue intersection and the Ash Substation would be removed. This section of 115 kV transmission line would then be rebuilt beginning at the Eighth Street and Madison Avenue intersection. The new line segment would then continue south along the east side of the platted right-of-way of Madison Avenue. At E.

intersection of Madison Avenue and Elizabeth Street, the rebuilt line route would turn to the east and continue along the south side of the Elizabeth Street right-of-way to the platted alley that exists between Jackson and Van Buren Streets. The rebuilt line would run south in this alley to reach the Ash Substation. Relocating the City's existing 115 kV line and rebuilding it along the proposed route would eliminate the overhead crossing of two major lines, thus increasing reliability and reducing visual impacts.

The new line would start at the Ash Substation and head in a northerly direction for approximately three-quarters of a mile on the east side of the platted right-of-way of Van Buren Street. At a point approximately 600 feet north of the intersection of Eighth and Van Buren, the line would extend north-northwest for approximately two thirds of a mile before turning due north. The line would continue due north from this point on the half section lines bisecting Sections 28 and 21, T111N, R79W. This portion of the line would be approximately 1.36 miles long, extending to the intersection of the half section line and Perch Place Road. The line would cross Perch Place Road, and head west along the north side of Perch Place Road to reach Western's Oahe-Pierre 115 kV transmission line. Western's existing line would serve as the termination of the City's project.

It should be noted that the entire project is located within the central portion of Hughes County more than one mile from the Missouri River floodplain. The principal land use classifications in and along the corridor include single family residential in the vicinity of the Ash Substation, rangeland and croplands, and other linear facilities such as roads and existing powerline rights-of-way.

Please use the enclosed addressed envelope to return the results of your findings to my attention.

Thank you for your prompt attention in this matter.

Sincerely,
POWER Engineers, Inc.

Brian Rozyla
Environmental Specialist

Rozebr
cc: Lynn Askew (POWER)
Les Hinzman (POWER)
John Wiese (POWER)
Todd Chambers (City of Pierre)
File: 120522.01.24.02.02

GREAT FACES. GREAT PLACES.

**DEPARTMENT OF GAME, FISH AND PARKS**
Foss Building
523 East Capitol
Pierre, South Dakota 57501-3182

RECEIVED
APR 16

April 12, 1999

Brian Rozyla
Power Engineers, Inc.
PO Box 1066
Hailey, Idaho 83333

Subject: 120522-01

Dear Mr. Rozyla:

I am writing in response to your letter of April 9 concerning the rerouting of the Ash Substation to WAPA 115kV Transmission Line. I have reviewed the new route and checked our databases for any occurrences of rare, threatened or endangered species in the area. There are no records of rare or T&E species in that area. The power line is still very near the Hilger's Gulch kid's fishing pond and there may be an impact on the fishing area. Bird strikes are always a concern with transmission lines. The impact on the use of the fishing pond and potential for bird strikes are the main concerns. We have minimal concerns over loss of habitat for wildlife or loss of wetlands. Any steps that can be taken to reduce bird strikes and to lessen impact on the fishing pond should be taken.

If you have any questions or need additional information, please contact me at (605) 773-4345.

Sincerely,

Doug Backlund
Resource Biologist

Office of Secretary 605 773-3[illegible] Wildlife Division 605 773-3[illegible]

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
215 NORTH 17TH STREET
OMAHA, NEBRASKA 68102-4978

REPLY TO
ATTENTION OF

April 14, 1999

RECEIVED
APR 19 1999

South Dakota Regulatory Office
28563 Powerhouse Road, Room 120
Pierre, South Dakota 57501

POWER Engineers, Incorporated
Attn: Brian Rozyla
3940 Glenbrook Drive
PO Box 1066
Hailey, Idaho 83333

Dear: Mr. Rozyla

Reference is made to the additional information received April 12, 1999, concerning Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act permit requirements. After reviewing the City of Pierre's proposal to change the routing of the proposed 115 kV electrical transmission line this office has determined that a Department of the Army permit will not be required for the modified route. The proposed project is located in Sections 16,17,21,28,33, Township 111 North, Range 49 West, Hughes County, South Dakota.

However, if in the future you anticipate doing work or placing material in any waters of the United States, please provide this office with an application for review for possible permit requirements.

Although an individual Department of the Army permit pursuant to Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act is not required for the modified project, this does not eliminate the requirement that you obtain other applicable Federal, state, tribal and local permits as required.

If you have any questions concerning this matter, please feel free to contact this office by writing to the above Regulatory Office address, or telephone (605) 224-8531, and reference action ID 1990380097.

Sincerely,

Steven E. Naylor
Regulatory Program Manager
South Dakota

cc: Les Harzman
Lyn Askew
John Wiese

FILE 120522 on 20 Oct 99

FILE
ROZE.

South Dakota

RECEIVED

DEC 1 0 1999



South Dakota State Historical Society
Cultural Heritage Center
900 Governors Drive
Pierre, SD 57501-2217
(605) 773-3458 Fax (605) 773-6041
www.state.sd.us/deca/cultural

Department of Education and Cultural Affairs
Office of History

December 3, 1999

BRIAN ROZYLA
POWER ENGINEERS INC
PO BOX 1066
HAILEY ID 83333

SECTION 106 PROJECT CONSULTATION – IDENTIFICATION/EVALUATION
Project: 981124001F – City of Pierre Overhead Line from Ash Substation to WAPA Tap Project
Location: Hughes County
(WAPA)

Dear Mr. Rozyla:

Thank you for the opportunity to comment on the above referenced project pursuant to Section 106 of the National Historic Preservation Act of 1966 (as amended). The South Dakota SHPO Program has made the following determination regarding the likelihood that historic properties (whether recorded, unrecorded or undiscovered) exist within the project area's APE (area of potential effects).

Based on the information provided in the report, "A Cultural Resource Inventory of the Ash Substation to Western Area Power Administration Tap 115kV Conversion Project, Hughes County, South Dakota," by James K. Haug, received on November 29, the State Historic Preservation Officer has made the following consensus determination. In concurrence with the recommendations in the report, the SHPO has determined that site 39HU279 is NOT ELIGIBLE for listing on the National Register of Historic Places (NRHP). Given there are no eligible sites within the surveyed portion of the APE and provided that right-of-way on the Bunt property in section 28 is surveyed prior to construction, the SHPO recommends a determination of will have NO HISTORIC PROPERTIES AFFECTED for this undertaking. Should this project change substantially (i.e., new locations of impacts) from that presented in your letter, our office would like the opportunity to review these changes.

If during the course of any ground disturbance related to this project, any bones, artifacts, foundations, or other indications of past human occupation of the area are uncovered, the project should be temporarily stopped and the State Historic Preservation Officer notified immediately.

Concurrence of the State Historic Preservation Office does not relieve the federal agency official from consulting with other appropriate parties, as described in 36CFR Part 800.2(a).

Should you require any additional information, please do not hesitate to contact Steven Littlefield, Review & Compliance Coordinator, at (605) 773-6004. Your concern for the non-renewable cultural heritage of our state is appreciated.

Sincerely,

Jay D. Vogt
State Historic Preservation Officer

Steven Littlefield
Review and Compliance Coordinator

## Item 10:

Appendix F contains a letter from Mr. James Haug to Mr. Rozyla of Power Engineers, Inc. providing a copy of the cultural resources survey report. The letter indicates that at the time of the cultural resources survey, the Buhl property in Section 28 was not surveyed and "once Buhl has signed on the remaining 800m or right of way will need to be completed". Has that property been surveyed? If so, what are the results? If not, why?

## *Response to Item 10:*

As of the date of this filing, Mr. Buhl has not executed an easement document, nor given the City approval to access his property to conduct the survey.

## Item 11:

Did either the South Dakota State Historic Preservation Office or the South Dakota State Archaeological Research Center provide comments on the cultural resources survey? If so, please provide a copy of those comments.

## *Response to Item 11:*

See copy of letter from the South Dakota State Historic Preservation Officer below.

FILE
RUZÉ.

South Dakota

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DEC 10 1999

South Dakota State Historical Society
Cultural Heritage Center
900 Governors Drive
Pierre, SD 57501-2217
(605) 773-3458 Fax (605) 773-6041
www.sdshs.sd.us/cultural

Department of Education and Cultural Affairs
Office of History

December 3, 1999

BRIAN ROZYLA
POWER ENGINEERS INC
PO BOX 1066
HAILEY ID 83333

**SECTION 106 PROJECT CONSULTATION – IDENTIFICATION/EVALUATION**
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Location: Hughes County
(WAPA)

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If during the course of any ground disturbance related to this project, any stones, artifacts, foundations, or other indications of past human occupation of the area are uncovered, the project should be temporarily stopped and the State Historic Preservation Officer notified immediately.

Concurrence of the State Historic Preservation Office does not relieve the federal agency official from consulting with other appropriate parties, as described in 36CFR Part 800.2(c).

Should you require any additional information, please do not hesitate to contact Steven Littlefield, Review & Compliance Coordinator, at (605) 773-6004. Your concern for the non-renewable cultural heritage of our state is appreciated.

Sincerely,

Jay D. Vogt
State Historic Preservation Officer

Steven Littlefield
Review and Compliance Coordinator

**Item 12:**

Chapter 8, item 7, page 23, states "Potential difficulties due to seismic activities, subsidence and slope instability will be avoided through proper design and construction techniques." Please provide details of the design and construction techniques that will be implemented and how they counteract potential problems. Item 7 goes on to state "soils in the Pierre area are recognized as having the potential of creating problems through tendencies to swell when wet." Where are these areas located, and will the proposed lines be constructed in these areas?

***Response to Item 12:***

See the geotechnical report below, "Field and Laboratory Testing". Note the "Consolidation Test Report" (last two pages) showing 4.3 and 5.0 percent swell for the soils tested. These percentages are very low swell factors and do not represent a transmission line design concern. The soil tests conducted in the context of this report were site-specific along the proposed Ash to Oahe-Pierre transmission line route. The information given in the Application was taken from the "Soil Survey of Hughes County", USDA Soil Conservation Service (a.k.a. NRCS) January 1975, and the "Hughes County, South Dakota Comprehensive Master Plan". That information is of a general nature covering broad areas of the county.

# FMG, INC.

## FIELD AND LABORATORY TESTING

FOR

## CITY OF PIERRE
## PROPOSED 115kV TRANSMISSION LINE
## From Ash to Evans Substations and North Through Sections 20, 21, 28, and 31 in Township 111N Range 74W of Fifth Principle Meridian
## Pierre, South Dakota

August 26, 1999

**PREPARED FOR:**

Attn: Mr. Scott O'Meara
Power Engineers, Inc.
P.O. Box 1066
Hailey, ID 83333

FMG, INC. [illegible]

FMG, INC. 3700 Sturgis Road, Rapid City, South Dakota 57702-0877 605/342-4105
FAX 605/342-4226

August 26, 1999

**Attn: Mr. Scott O'Meara**
**Power Engineers, Inc.**
P.O. Box 1066
Hailey, ID 83333

**RE: FIELD & LABORATORY TESTING - CITY OF PIERRE - PROPOSED 115kV TRANSMISSION LINE FROM ASH TO EVANS SUBSTATIONS & NORTH THROUGH SECTIONS 20,21,28,&31 IN TOWNSHIP 111N RANGE 74W OF FIFTH PRINCIPLE MERIDIAN - PIERRE, SOUTH DAKOTA**

**Dear Mr. O'Meara:**

We understand that the City of Pierre plans to construct a new 115kV transmission line northeast of the community of Pierre, South Dakota. The proposed power transmission line will connect the Ash and Evans Substations and run north through Sections 20, 21, 28 and 31 of Township 111 North (T111N), Range 74 West (R74W) of the Fifth Principle Meridian. A drawing that indicates the approximate location of the proposed power transmission line is attached as Figure 1.

As requested, we drilled several bore holes along the route of the proposed power transmission line and have determined some of the engineering characteristics for some of the soils at the site. The engineering characteristics were determined in general accordance with the standard practices of various field and laboratory tests. Our evaluation included the following general scope of activities:

1. A general review of the regional geology and related site characteristics.
2. Field exploratory boring, sampling, and testing at representative locations to determine the depth, thickness, orientation, engineering characteristics, and composition of the subsurface conditions.
3. Laboratory tests to identify the soil types, classifications, and engineering properties of the subsurface materials encountered at the site.
4. A brief review of similar geotechnical documents that were provided to FMG, Inc. by Power Engineers, Inc. at the time of this evaluation.
5. An analysis of the data obtained, and determination of geotechnical design parameters for some of the soils along the proposed transmission line route.

Field and laboratory tests were accomplished in general accordance with current ASTM and AASHTO procedures, where applicable. The evaluation was accomplished under the direction of a registered professional engineer. This report presents the engineering characteristics for some of the soils encountered along the route of the proposed power transmission line. We have also included a discussion of our field sampling and testing procedures, laboratory analyses, and site conditions.

## FIELD SAMPLING AND TESTING PROCEDURES

As requested, on July 7, 8, & 9, 1999, a total of eight (8) bore holes were drilled along the route of the proposed power transmission line that is planned to be constructed northeast of Pierre, South Dakota. The bore holes were drilled at locations selected by both Power Engineers and WAPA personnel. A drawing that shows the approximate bore hole locations is attached as Figure 1. This same drawing was replotted to a scale of one (1) inch equal to five hundred (500) feet and is attached at the back of this report as Figure 29.

The bore hole locations were located both horizontally and vertically by a survey crew from the City of Pierre, a drawing showing these locations was provided to FMG, Inc., and a copy of this drawing is presented as Figures 1 and 29. The vertical locations of the bore holes were referenced relative to U.S.G.S. elevations. Reportedly, some of the elevations were interpolated from nearby data; therefore, some of the elevations shown could potentially be within two (2) feet of the actual elevations.

The bore holes were drilled with a Mobile B-50 drill rig and observed by the FMG, Inc. Drill Crew. Field testing consisted of obtaining standard penetration test (SPT) samples and relatively undisturbed soil samples from various depths in the bore holes. The standard penetration testing was performed to identify the relative field strengths of the subsurface materials. The relatively undisturbed soil samples were obtained for analyzing the properties of the soil in the laboratory.

Geologic logs of the bore holes were maintained by a field geologist and the materials were classified in accordance with Figure 2. The geologic logs include the general drilling method data, the bore hole elevations, depths of major changes in the character of the subsurface materials, visual description of the materials, undisturbed sample locations, standard penetration data and locations, and groundwater data. In addition, the geologic logs also include the data from certain laboratory classification and physical property analyses. The geologic logs are presented as Figures 3 through 10.

In order to indicate the relative soil profiles at the site, the general geologic information was replotted with multiple geologic logs on a single page. This multiple bore hole log is presented as Figure 11. A legend or key that describes the geologic log symbols and notes is presented as Figure 12 (sheets 1 and 2).

The geologic logs and related information depict only the conditions and materials encountered at the specific bore hole location and at the particular time designated on the logs. Soil conditions at other locations may be different from those encountered at the bore hole locations. Also, the passage of time may produce a changed soil condition. We have correlated the data obtained from the bore holes and our conclusions and recommendations are based on the assumption that the materials encountered are representative of the soils that exist over the site. Anomalies may be present around the bore holes.

## LABORATORY TESTING

The laboratory analysis was directed towards the determination of soil types drilled on the site and their engineering properties. The laboratory testing was performed in general accordance with current ASTM and AASHTO procedures, where applicable.

## Visual Observation and Density Tests

The laboratory tests included a visual examination of the relatively undisturbed soil samples obtained from the site. The materials were visually classified by a geologist in general accordance with Figure 2. The visual observations of the undisturbed samples are listed on the moisture density / phase relations test sheets that are presented as Figures 13 through 16.

The dry densities and the natural moisture contents were determined for seventeen (17) relatively undisturbed soil samples. The density and moisture content test results are presented on Figures 13 through 16 as well as on the applicable geologic logs (see Figures 3 through 10). In addition to these specific density tests, the moisture contents and densities were also determined as a part of the other tests described below and some of these results are presented on the applicable geologic logs (see Figures 3 through 10).

## Atterberg Limits

The Atterberg Limits were determined for materials obtained from eight (8) soil samples. These Atterberg Limits (limits of consistency) are used to classify the soils by differentiating between materials of appreciable plasticity (clays) and slightly or non-plastic materials (silts). The results of the Atterberg Limits analysis are presented on the applicable geologic logs (see Figure 3 through 10) and on the sheets entitled "Liquid and Plastic Limits Test Report" attached as Figures 17 and 18.

## Particle Size Distribution Analyses

The particle-size distributions were determined for eight (8) soil samples obtained from the site. These grain-size distribution analyses were performed to classify the subsurface materials encountered at the site. The results of the analyses are presented as Figures 19, 20, and 21.

## Unconfined Compression Analyses

To determine the strength characteristics of the on-site materials, three (3) unconfined compression tests were performed on relatively undisturbed soil samples obtained from the site. The unconfined compression test results provide an indication of the soil's cohesive shear strength (undrained shear strength) in pounds per square foot (psf) while assuming that the soil's friction angle ($\Phi$) in degrees ($^{o}$) is equal to zero. The results from the unconfined compression tests are presented as Figures 22, 23, and 24.

## Direct Shear Test

The strength characteristics of the on-site materials were also determined with a direct shear testing apparatus for two (2) samples that were obtained from the site. The direct shear test results provide indications of the soil's cohesive shear strength (undrained shear strength) in pounds per square foot (psf) and the soil's internal angle of friction (F) (Friction Angle) in degrees ($^{o}$). The results from the direct shear tests are presented as Figures 25 and 26.

## Consolidation-Swell-Collapse Analyses

Two (2) consolidation-swell-collapse tests were performed on relatively undisturbed samples obtained from the subgrade soils encountered at the site. The consolidation-swell-collapse tests allow determination of the soil's swell pressure, percentage of swell, percentage of collapse, and approximate volume change potential when moisture conditions change. The data from the consolidation-swell-collapse tests can be used to develop an estimated amount of both differential and total settlements of a structure. The consolidation-swell-collapse test results are presented as Figures 27 and 28.

## Sample Storage

The soil samples obtained during this evaluation will not be stored. If the client wishes to receive the samples, arrangements should be made, otherwise the samples will be discarded.

# SITE CONDITIONS

As previously indicated, the site of the proposed power transmission line is situated between the Ash and Evans Sub-Stations and north through Sections 20, 21, 28 and 31 of Township 111 North (T111N), Range 74 West (R74W) of the Fifth Principle Meridian as shown on Figure 1. The site traverses rolling hills and drainage type topography. Vegetation at the bore hole sites is diverse and includes native prairie and range grasses, weeds, shrubs, and trees. Overall drainage along the power transmission line route generally occurs to the west towards the Missouri River. During the field operations, we observed the sites of the bore holes and noted the materials present. The materials encountered at the bore hole sites are discussed in more detail below.

## Materials Present

The materials encountered along the route of the proposed power transmission line generally consist of sand, gravel, cobble, and clay soils. Also, a groundwater table was encountered in some of the bore holes during the drilling operations. The geologic logs present the groundwater levels, the times the groundwater levels were measured, our approximation of the specific soil characteristics, and our approximation of the interfaces between the materials throughout the profile in each of the bore holes. Discussions of the geologic conditions, engineering characteristics, and groundwater table are presented below.

### Geologic Conditions

The site of the proposed power transmission line is situated in the glacial deposits of the Early Wisconsin Drift that overlie the Pierre Shale Formation. Most of the bore holes drilled at the site penetrated through the glacial materials into the underlying Pierre Shale Formational materials; however, the Pierre Shale Formational materials were not encountered in Bore Hole 8 to the explored depth of thirty-one and a half (31.5) feet.

Some of the near surface materials sampled at the site exhibited properties of glaciation while other materials exhibited properties of relatively undisturbed Pierre Shale Formation materials. Establishing a definitive contact between the glacially deposited and undisturbed Pierre Shale

Formation soils was beyond the scope of this geotechnical evaluation; however, where possible, our opinion of the approximate contact location is shown on each of the geologic logs.

Typically, glacial materials consist of non-sorted, non-stratified materials that were deposited by glaciers. Often, the glaciers picked up various materials, transported them different distances, and then redeposited them as non-sorted, non-stratified materials. The glacial materials may consist of any variation of Gravel, Sand, Silt, or Clay. At this particular site, the glacial materials generally consisted of sands, gravels, and clays. These materials generally had a brown to olive brown color. It is also possible that some of the materials logged as glacial till could potentially be alluvial in origin; however, distinguishing between the glacial till and alluvial soils is somewhat difficult and was beyond the scope of this geotechnical evaluation.

The underlying Pierre Shale Formation materials generally consist of dark gray shale that weathers brown and breaks into blocky irregular fragments. The Pierre Shale Formational materials encountered at the site exhibited various degrees of weathering. The Pierre Shale Formation materials often contain bentonite in the partings and as beds up to two (2) feet thick. The Pierre Shale Formational materials can potentially have thicknesses on the order of one thousand to two thousand (1,000-2,000) feet.

Engineering Characteristics

The soils along the route of the proposed power transmission line have widely varying engineering characteristics. The specific engineering characteristics identified are presented on Figures 3 through 28.

Groundwater Table

Groundwater was encountered at depths as shallow as eleven (11) feet below the existing site grades in one of the bore holes drilled along the proposed power transmission line route. In the remaining bore holes, groundwater was either not encountered or it was encountered at deeper depths on the order of twenty-seven and a half to twenty-eight and seven tenths (27.5 & 28.7) feet below the site grades. Also, based on our visual observations of the surface conditions and due to the varied topography, it is anticipated that groundwater levels may be located in close proximity to the ground surface at some locations along the route of the proposed power transmission line. Even though groundwater was only encountered in some of the bore holes along the proposed route it should be remembered that groundwater levels are subject to seasonal variations, and may not be accurately delineated within the normal scope of a geotechnical evaluation. Also, long periods of time are sometimes required for groundwater to become stable in borings due to the nature of the materials and drilling effects. Some of the soils containing clay materials may potentially be relatively impermeable and typically require a substantial amount of time to provide an accurate indication of the actual groundwater levels. In the event that it is desired to specifically identify the presence of a groundwater table at the site, we suggest installing monitor wells. Changes in the position of groundwater at this site are a concern, and if encountered during subsequent planning, evaluation, or construction, we should be advised so that we can make appropriate recommendations to mitigate its presence.

## CONCLUSIONS AND RECOMMENDATIONS

From our subsurface soil exploration and engineering analysis, we have determined that the soils at the sampled locations along the route of the proposed power transmission line have the characteristics that are presented in Figures 3 through 28. We recommend using this geotechnical data (presented as Figures 3 through 28) to determine the specific design parameters for the proposed structures along the power transmission line route. It is anticipated that variations from these conditions are likely to occur in unexplored areas. Should such variations be revealed during subsequent site activities, it may be necessary to re-evaluate our findings based upon on-site observation of the variations. Also, if structures are to be located along the current proposed route where no geotechnical data has been obtained, it may be necessary to drill additional bore holes and perform additional laboratory tests for the specific structure location to identify the subsurface soil and engineering characteristics. If needed, FMG, Inc. may potentially be available to perform these additional exploration services. Also, depending upon the required services, FMG, Inc. can potentially be retained to provide further specific design parameters for some of the structures.

## CONCLUDING STATEMENT

In the event that any changes in the nature, design or location of the power transmission lines are planned then the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.

The findings in this report were prepared following accepted soil mechanics procedures and practices and are applicable only to the determination of the soil engineering characteristics at the site. We make no other warranty, either implied or expressed. The conclusions of this report are based upon the results of the field exploration boring, field tests, laboratory tests, and analysis. The data presented on the boring log represents the conditions as encountered in that particular test hole on the date drilled and logged. Anomalies can exist around the bore holes. If, during subsequent activities, conditions are different from those indicated, please notify us so that we have the opportunity to modify the conclusions.

We trust this information to be sufficient. If you have any questions or desire any additional information, please do not hesitate to contact us. Thank you for the opportunity to be of continued service.

Respectfully submitted,

**FMG, Inc.**

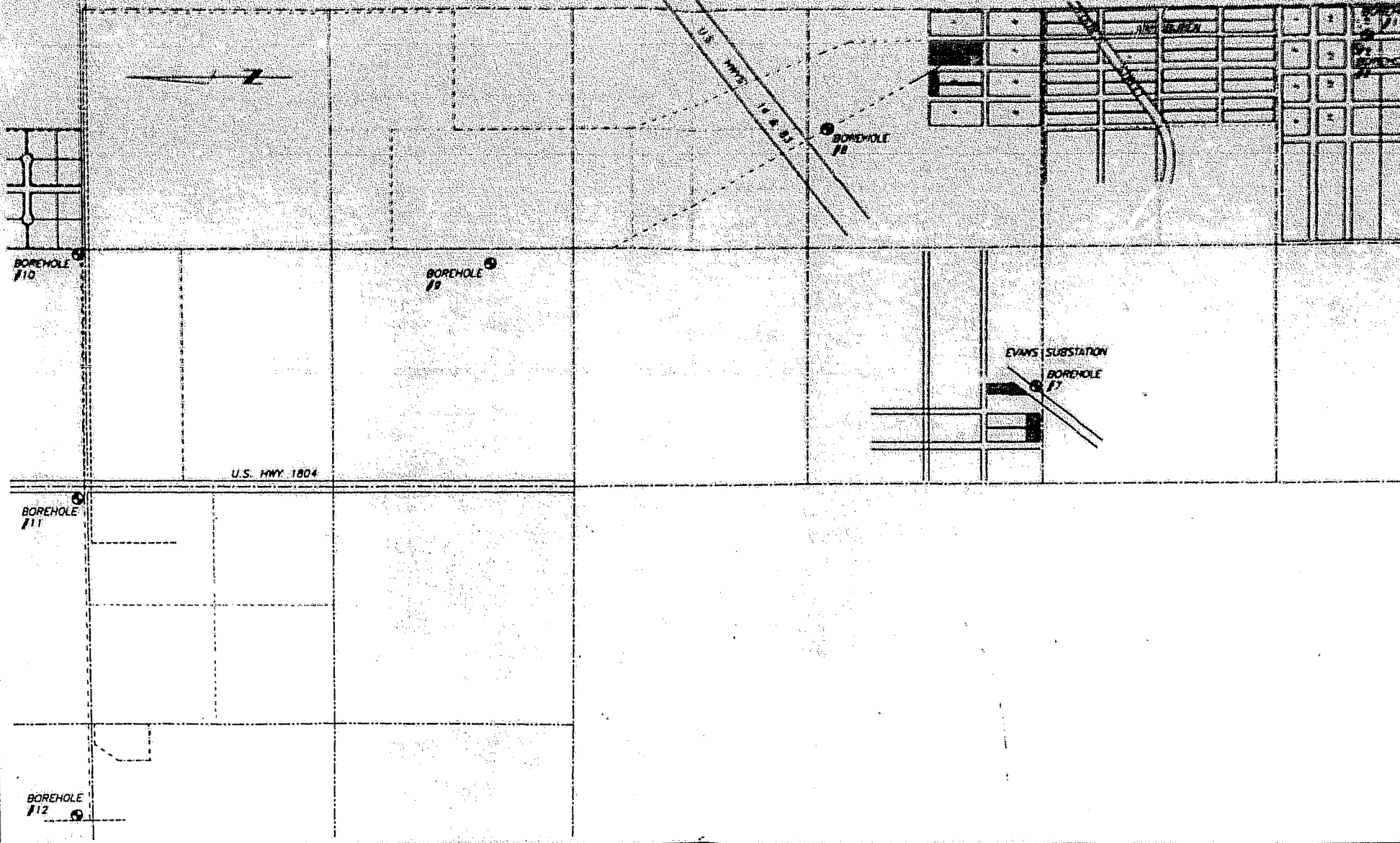


**Walter L. Slack, P.E.**
Enclosures
copies: Mr. Scott O'Meara with Power Engineers, Inc. (5)
Computer File 839801.LET and Hard Copy in File #8398.01

# CONTINUATION

13 -

EL00-023




| REV | REVISIONS | DATE | DRN | DSGN | CKD | APPD |
|---|---|---|---|---|---|---|
| 1 | ISSUED FOR GEOTECH REPORT | | | | | |

| REV | REVISIONS | DATE | DRN | DSGN | CKD | APPD |
|---|---|---|---|---|---|---|

REFERENCE DRAWINGS

| | | |
|---|---|---|
| DSGN | STO | 08/11/99 |
| DRN | MAT | 08/11/99 |
| CKD | STO | 08/11/99 |

SCALE: NTS

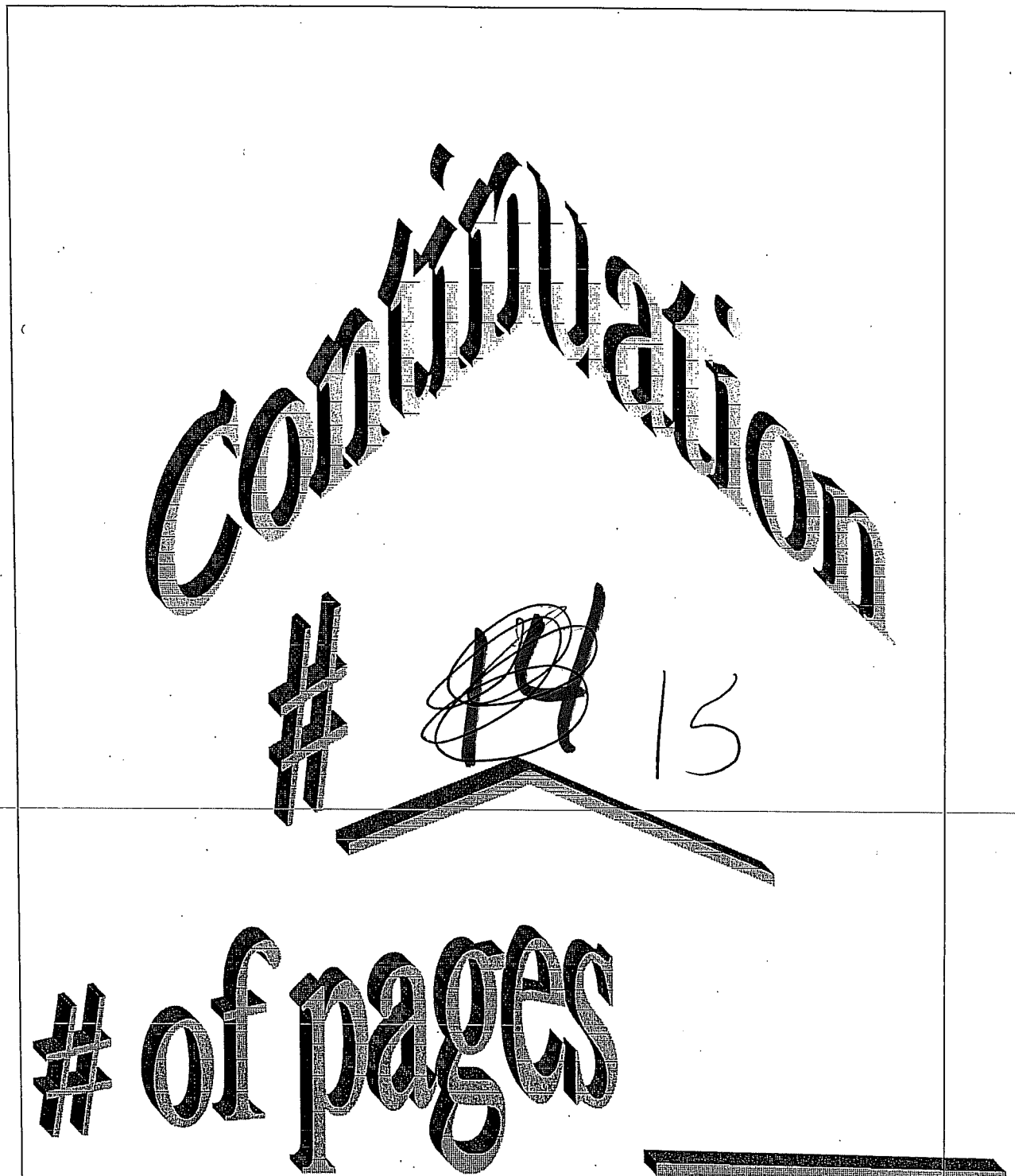
CITY OF PIERRE

115KV CONNECTION

BORING LOCATION MAP

JOB NUMBER 120322-0

DRAWING NO FIGURE

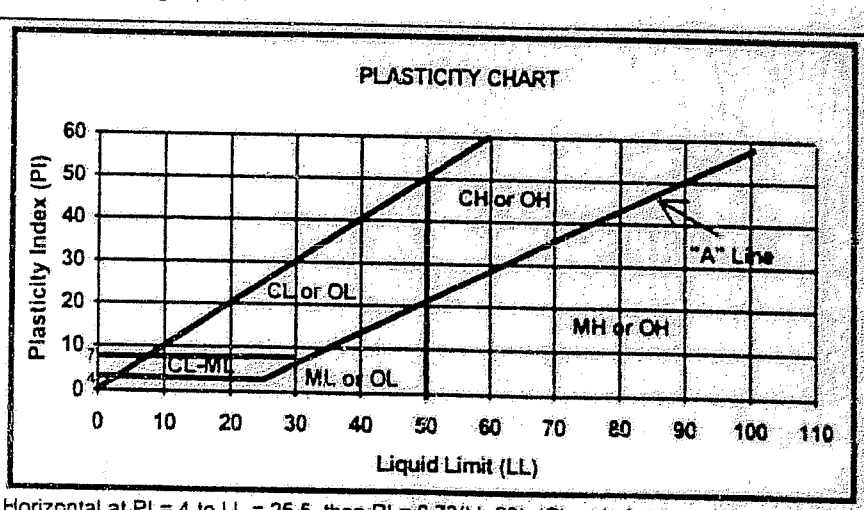

Confirmation
# 14 15
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# CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

## ASTM Designation: D 2487-90 and D 2488-90 (Unified Soil Classification System)

| Criteria for Assigning Group Symbols and Group Names[A] | | | | Soil Classification Group Symbol | Name[B] |
|---|---|---|---|---|---|
| **COARSE-GRAINED SOILS** More than 50% retained on the No. 200 sieve | **Gravels** More than 50% of coarse fraction retained on No. 4 sieve | Clean Gravels Less than 5% fines[C] | $Cu \geq 4$ and $1 \leq Cc \leq 3$[E] | GW | Well-Graded Gravel[F] |
| | | | $Cu < 4$ and/or $1 > Cc > 3$[E] | GP | Poorly Graded Gravel[F] |
| | | Gravels with Fines More than 12% fines[C] | Fines classify as ML or MH | GM | Silty Gravel[F,G,H] |
| | | | Fines classify as CL or CH | GC | Clayey Gravel[F,G,H] |
| | **Sands** 50% or more of coarse fraction passes No. 4 sieve | Clean Sands Less than 5% fines[D] | $Cu \geq 6$ and $1 \leq Cc \leq 3$[E] | SW | Well-Graded Sand[I] |
| | | | $Cu < 6$ and/or $1 > Cc > 3$[E] | SP | Poorly Graded Sand[I] |
| | | Sands with Fines More than 12% fines[D] | Fines classify as ML or MH | SM | Silty Sand[G,H,I] |
| | | | Fines classify as CL or CH | SC | Clayey Sand[G,H,I] |
| **FINE-GRAINED SOILS** 50% or more passes the No. 200 sieve | **Silts and Clays** Liquid limit less than 50 | inorganic soils | PI>7and on or above "A" line[J] | CL | Lean Clay[K,L,M] |
| | | | PI<4 or plots below "A" line[J] | ML | Silt[K,L,M] |
| | | organic soils | Liquid limit-oven dried / Liquid limit-not dried < .75 | OL | Organic Clay[K,L,M,N] / Organic Silt[K,L,M,O] |
| | **Silts and Clays** Liquid limit 50 or more | inorganic soils | PI plots on or above "A" line | CH | Fat Clay[K,L,M] |
| | | | PI plots below "A" line | MH | Elastic Silt[K,L,M] |
| | | organic soils | Liquid limit-oven dried / Liquid limit-not dried < .75 | OH | Organic Clay[K,L,M,P] / Organic Silt[K,L,M,Q] |
| **HIGHLY ORGANIC SOILS** | | Primarily organic matter, dark in color, and organic odor | | PT | Peat |

A. Based on the material passing the 3-in. (75-mm) sieve.
B. If field sample contained cobbles or boulders, or both, add "with cobbles and boulders, or both" to group name.
C. Gravels with 5% to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay
D. Sands with 5% to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay
E. $Cu = D_{60}/D_{10}$ $Cc = (D_{30})^2/D_{10} \times D_{60}$
F. If soil contains $\geq$ 15% sand, add "with sand" to group name.
G. If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM
H. If fines are organic, add "with organic fines" to group name
I. If soil contains $\geq$ 15% gravel, add "with gravel" to group name
J. If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
K. If soil contains 15% to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
L. If soil contains $\geq$ 30% plus No. 200, predominantly sand, add "sandy" to group name.
M. If soil contains $\geq$ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
N. PI $\geq$ 4 and plots on or above "A" line.
O. PI < 4 or plots below "A" line.
P. PI plots on or above "A" line.
Q. PI plots below "A" line.




Equation of "A" - line: Horizontal at PI = 4 to LL = 25.5, then PI = 0.73(LL-20) (Chart is for general graphic presentation purposes only)

**- Figure 2 -**

POWER TRANSMISSION LINE-PIERRE,SD

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 9Jul99 COMP.: 9Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# OF BOREHOLE 1

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

See Figure 1

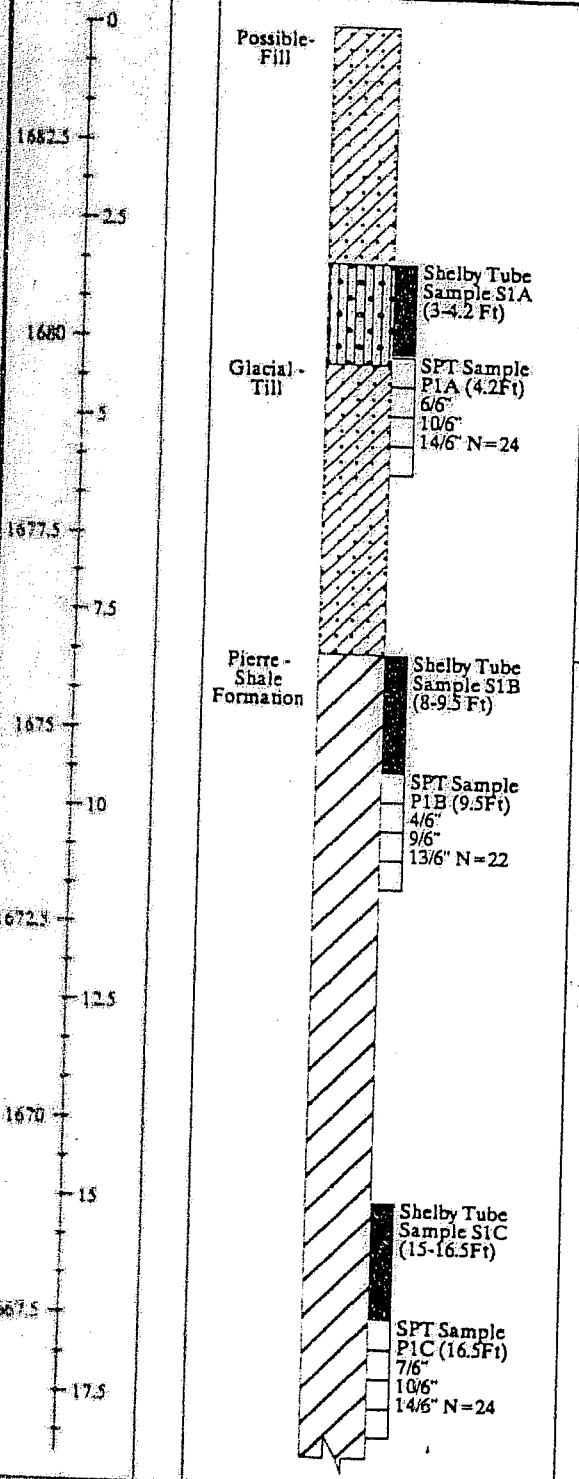
GROUND ELEVATION: 1684.0

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 29.3 Feet

FILL DEPTH: 4.3 Feet




| ELEVATION/ DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) |
|---|---|---|---|---|---|---|---|---|---|
| | | | | SC | Clayey Sand, Fine, Olive to Brown, Moist, Low Plasticity, Dense. | | | | |
| | | | | SP-SM | Poorly Graded Sand with Silt, Fine, Olive Brown, Mosit, Non-Plastic, Dense. | 2.8 | 105.2 | NV | NP |
| | | | | SC | Clayey Sand, Fine, Olive Brown, Moist, Low Plasticity, Dense. | | | | |
| | | | | CH | Fat Clay, Olive, Wet, High Plasticity, Very Stiff, Blocky, Fractured with Mineral Deposits. | 32.7 | 83.1 | | |
| | | | | | - Dark Olive. | 36.8 | 83.7 | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 3 sheet 1 of 2

POWER TRANSMISSION LINE-PIERRE,SD

**GEOLOGIC LOG OF BOREHOLE 1**

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

**LOCATION:** Secs.20,21,28,&31-T111N R74W
**PROJECT #:** 8398.01
**DATE STARTED:** 9Jul99 **COMP.:** 9Jul99
**CONTRACTOR:** FMG,Inc. w/Mobile B-50Rig
**DRILL METHOD:** Cont.Flt.Solid-StemAuger

**BORING LOCATION:** ASH Substation
See Figure 1
**GROUND ELEVATION:** 1684.0
**DATUM:** City of Pierre Survey
**BORING DIAMETER:** 4.5 Inch
**COLLAPSE DEPTH:** 29.3 Feet
**FILL DEPTH:** 4.3 Feet

| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PI (ppf) |
|---|---|---|---|---|---|---|---|---|---|---|
| 1665 / 20 | | | Shelby Tube Sample S1D (20-21.5Ft) | | - Hard. | 34.6 | 80.6 | 79 | 46 | |
| 1662.5 / 22.5 | | | SPT Sample P1D (21.5Ft) 13/6" 17/6" 22/6" N=39 | | | | | | | |
| 1660 / 25 | | | SPT Sample P1E (25 Ft) 10/6" 16/6" 21/6" N=37 | | | | | | | |
| 1657.5 / 27.5 | | | | | | | | | | |
| 1655 / 30 | ▶ | | SPT Sample P1F (30 Ft) 15/6" 22/6" 31/6" N=53 | | - The bore hole collapsed up to a depth of 29.3 feet sometime between drilling and 11Jul99. | | | | | |
| 1652.5 / 32.5 | | | | | - End of Bore Hole at 31.5 Feet. No groundwater encountered immediately after drilling or 11Jul99. | | | | | |
| 1650 / 35 | | | | | | | | | | |
| 1647.5 | | | | | | | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 9Jul99 COMP.: 9Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

**BOREHOLE 2**

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

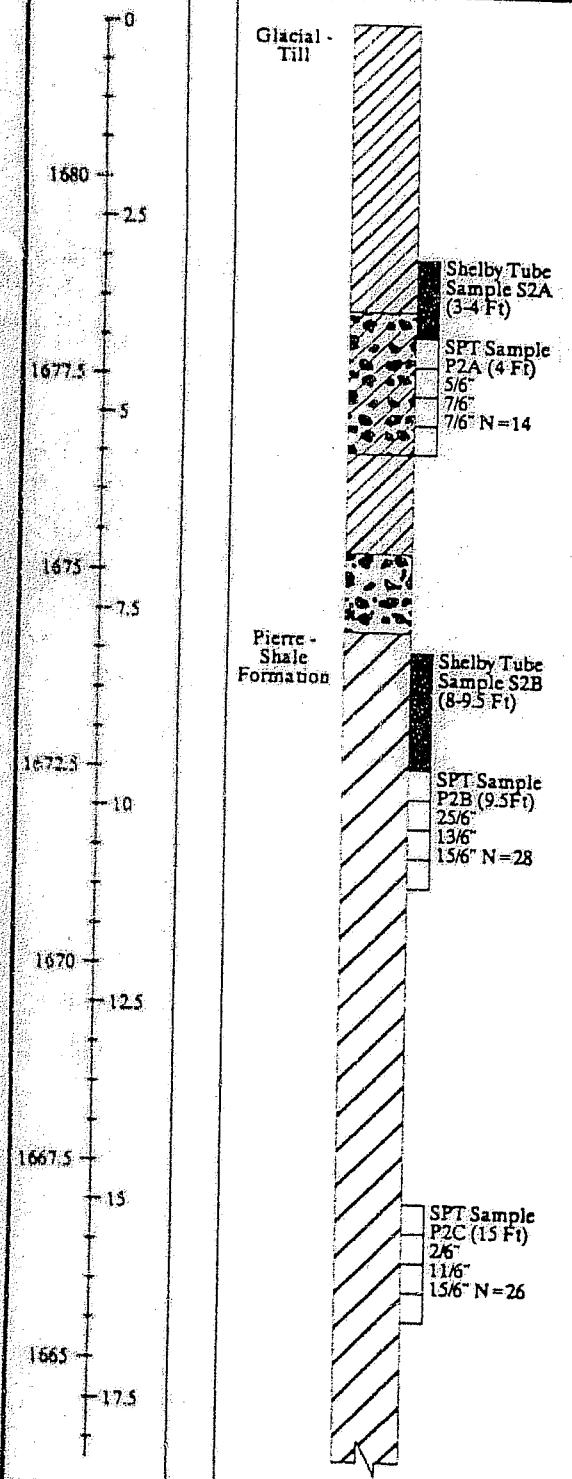
GROUND ELEVATION: 1682.0

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 30.1 Feet

FILL DEPTH: No Fill Obsv




| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PI (Pt |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | CL-CH | Lean to Fat Clay, Olive Brown, Moist, Medium Plasticity, Stiff. | | | | | |
| | | | | | - Olive. | 27.7 | 85.3 | | | |
| | | | | GC | Clayey Gravel, Fine, Olive Brown, Moist, Low to No Plasticity, Dense. | | | | | |
| | | | | | - Poorly Graded Sand Lense, Fine, Apprx. 6 Inches Thick. | | | | | |
| | | | | | - Well-Graded Gravel with Clay. | | | | | |
| | | | | CL-CH | Lean to Fat Clay with Small Poorly Graded Sand Lenses Throughout, Olive, Moist, Medium Plasticity, Stiff. | | | | | |
| | | | | GW | Well-Graded Gravel, Brown, Moist, Non-Plastic, Dense. | | | | | |
| | | | | CH | Fat Clay, Olive, Moist, High Plasticity, Very Stiff, Blocky, Fractured, Red Mineral Concretions. | 35.8 | 84.3 | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

**FIGURE 4** sheet 1 of 2

POWER TRANSMISSION LINE-PIERRE,SD

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 9Jul99 COMP.: 9Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# GEOLOGIC LOG OF BOREHOLE 2

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: Northwest of Ash Substation - See Figure 1

GROUND ELEVATION: 1662.0

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 30.1 Feet

FILL DEPTH: No Fill Obsv

| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PID (ppm) |
|---|---|---|---|---|---|---|---|---|---|---|
| 1662.5 / 20 | | | | | - Hard. | | | | | |
| | | | Shelby Tube Sample S2C (20-21.5Ft) | | | 34.8 | 86.9 | | | |
| 1660 / 22.5 | | | SPT Sample P2D (21.5Ft) 5/6" 13/6" 21/6" N=34 | | | | | | | |
| 1657.5 / 25 | | | SPT Sample P2E (25 Ft) 10/6" 15/6" 23/6" N=38 | | | | | | | |
| 1655 / 27.5 | 11Jul99 9Jul99 | | | | | | | | | |
| 1652.5 / 30 | | | SPT Sample P2F (30 Ft) 7/6" 14/6" 21/6" N=35 | | - The bore hole collapsed up to a depth of 30.1 feet sometime between drilling and 11Jul99.<br>- Possible Lense of Bentonite.<br>- Dark Gray.<br>- End of Bore Hole at 31.5 Feet. | | | | | |
| 1650 / 32.5 | | | | | | | | | | |
| 1647.5 / 35 | | | | | | | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 4 sheet 2 of 2

TOWER TRANSMISSION LINE-PIERRE,SD

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 9Jul99 COMP.: 9Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# LOG OF BOREHOLE 7

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

Evans Substation - See Figure 1

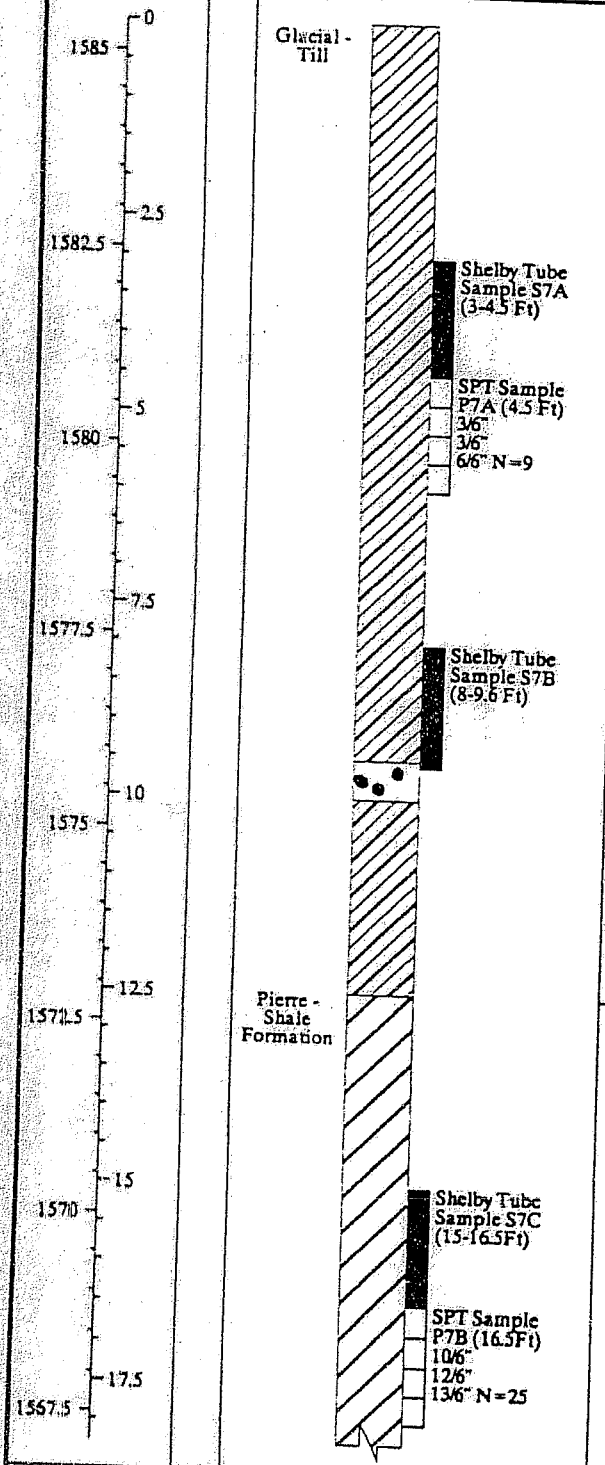
GROUND ELEVATION: 1585.4

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 28.5 Feet

FILL DEPTH: No Fill Obsv




| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PID (ppm) |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | CL-CH | Lean to Fat Clay, Olive Brown, Moist, Medium Plasticity, Stiff. | | | | | |
| | | | | | - Dark Brown, Low Plasticity, Medium Stiff. | | | | | |
| | | | | | - Olive, Wet, Medium Plasticity, Stiff, Roots. | 18.3 | 96.6 | 41 | 23 | |
| | | | | | | 24.4 | 97.6 | | | |
| | | | | | Cobbles. - An SPT Sample was not attempted in the cobbles. The SPT Value is assumed to be approx. 50. | | | | | |
| | | | | CL-CH | Lean to Fat Clay with Gravel, Olive, Wet, Medium Plasticity, Stiff. | | | | | |
| | | | | CH | Fat Clay with Red Mineral Concretions and Red Mineral Deposits, Olive, Moist, High Plasticity, Very Stiff, Blocky, Fractured. | 36.6 | 83.7 | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 5 sheet 1 of 2

POWER TRANSMISSION LINE-PIERRE,SD

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 9Jul99 COMP.: 9Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# GEOLOGIC LOG OF BOREHOLE 7

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: South Side of Evans Substation - See Figure 1

GROUND ELEVATION: 1585.4

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 28.5 Feet

FILL DEPTH: No Fill Obsv

| ELEVATION / DEPTH | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | P (pf |
|---|---|---|---|---|---|---|---|---|---|
| 20 / 1565 | | | | - Hard. | | | | | |
| | | SPT Sample P7C (20 Ft) 6/6" 11/6" 17/6" N=28 | | - Fat Clay. | | | | | |
| 22.5 / 1562.5 | | | | | | | | | |
| 25 / 1560 | | SPT Sample P7D (25 Ft) 9/6" 9/6" 18/6" N=27 | | - Fat Clay with Mineral Deposits. | | | | | |
| 27.5 / 1557.5 | | | | - The bore hole collapsed up to a depth of 28.5 feet sometime between drilling and 11Jul99. | | | | | |
| 30 / 1555 | | SPT Sample P7E (30 Ft) 14/6" 16/6" 23/6" N=39 | | | | | | | |
| 32.5 / 1552.5 | | | | - End of Bore Hole at 31.5 Feet. No groundwater encountered immediately after drilling or 11Jul99. | | | | | |
| 35 / 1550 | | | | | | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 5 sheet 2 of 2

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 9Jul99 COMP.: 9Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# BOREHOLE 8

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

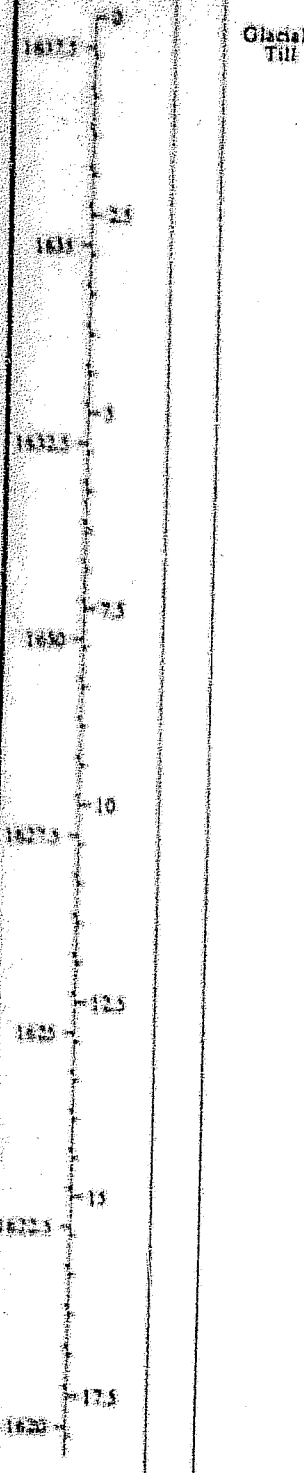
GROUND ELEVATION: 1637.89

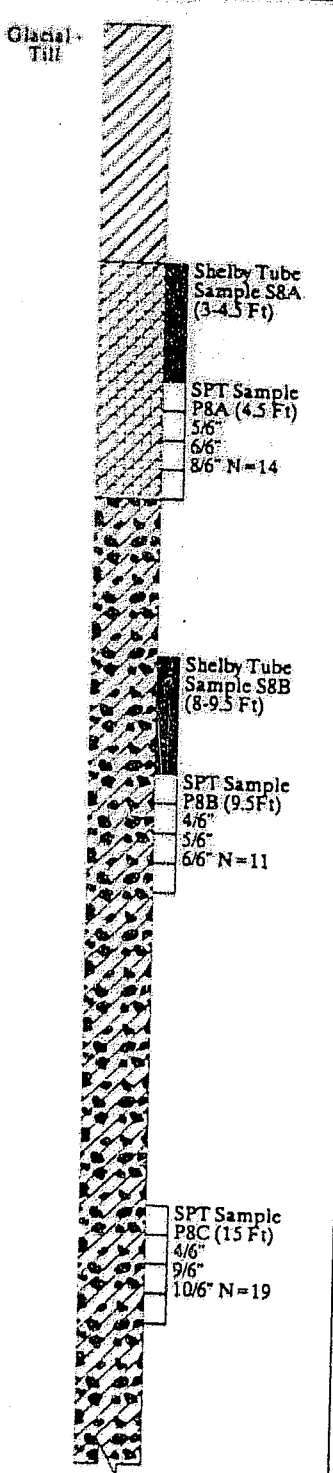
DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 29.7 Feet

FILL DEPTH: No Fill Obsv




| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PID (ppm) |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | CL-CH | Lean to Fat Clay, Olive Brown, Moist, Medium Plasticity, Stiff. | | | | | |
| | | | | SW-SC | Well-Graded Sand with Clay and Clayey Sand Lenses, Medium, Olive Brown, Moist, Low Plasticity, Dense. | 14.6 | 100.6 | | | |
| | | | | | - Well-Graded Sand with Clay and Clayey Sand Lenses and Gravel. The gravel is fine and sub-rounded. | | | | | |
| | | | | GC | Clayey Gravel with Sand, Fine, Olive Brown, Moist, Low to Medium Plasticity, Dense. | | | 57 | 32 | |
| | | | | | - Well-Graded Sand Lense, Fine to Coarse. | | | | | |
| | | | | | - Lean to Fat Clay Lense approx. 8 Inches Thick. | | | | | |
| | | | | | - Coarse Gravel with Possible Cobbles. | | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 6 sheet 1 of 2

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 9Jul99 COMP.: 9Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# BOREHOLE 8

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

GROUND ELEVATION: 1637.69

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 29.7 Feet

FILL DEPTH: No Fill Obsv

| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PID (ppm) |
|---|---|---|---|---|---|---|---|---|---|---|
| 20 / 1617.5 | | | SPT Sample P8D (20 Ft) 3/6" 6/6" 8/6" N=14 | CL-CH | Lean to Fat Clay with Well-Graded Sand and Well-Graded Gravel Lenses Throughout, Olive, Moist, Medium Plasticity, Stiff. | | | | | |
| 22.5 / 1615 | | | | | | | | | | |
| 25 / 1612.5 | | | Shelby Tube Sample S8C (25-26.3Ft) | | | 22.7 | 93.8 | | | |
| | | | SPT Sample P8E (26.3Ft) 7/6" 10/6" 12/6" N=22 | | - Occasional Well-Graded Gravel Lenses approx. 3 to 6 Inches Thick. | | | | | |
| 27.5 / 1610 | | | | | - Occasional Well-Graded Sand and Poorly Graded Sand Lenses approx. 3 to 4 Inches Thick. | | | | | |
| 30 / 1607.5 | → | | SPT Sample P8F (30 Ft) 6/6" 7/6" 12/6" N=19 | | - The bore hole collapsed up to a depth of 29.7 feet sometime between drilling and 11Jul99. | | | | | |
| | | | | | - Sandy Lean Clay Lense approx. 6 Inches thick. The sand is well graded. | | | | | |
| 32.5 / 1605 | | | | | - End of Bore Hole at 31.5 Feet. No groundwater encountered immediately after drilling or 11Jul99. | | | | | |
| 35 / 1602.5 | | | | | | | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 6 sheet 2 of 2

POWER TRANSMISSION LINE-PIERRE,SD

# GEOLOGIC LOG OF BOREHOLE 9

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 7Jul99 COMP.: 7Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: Apprx.1
South of Sect.21 CenterSee Fig.

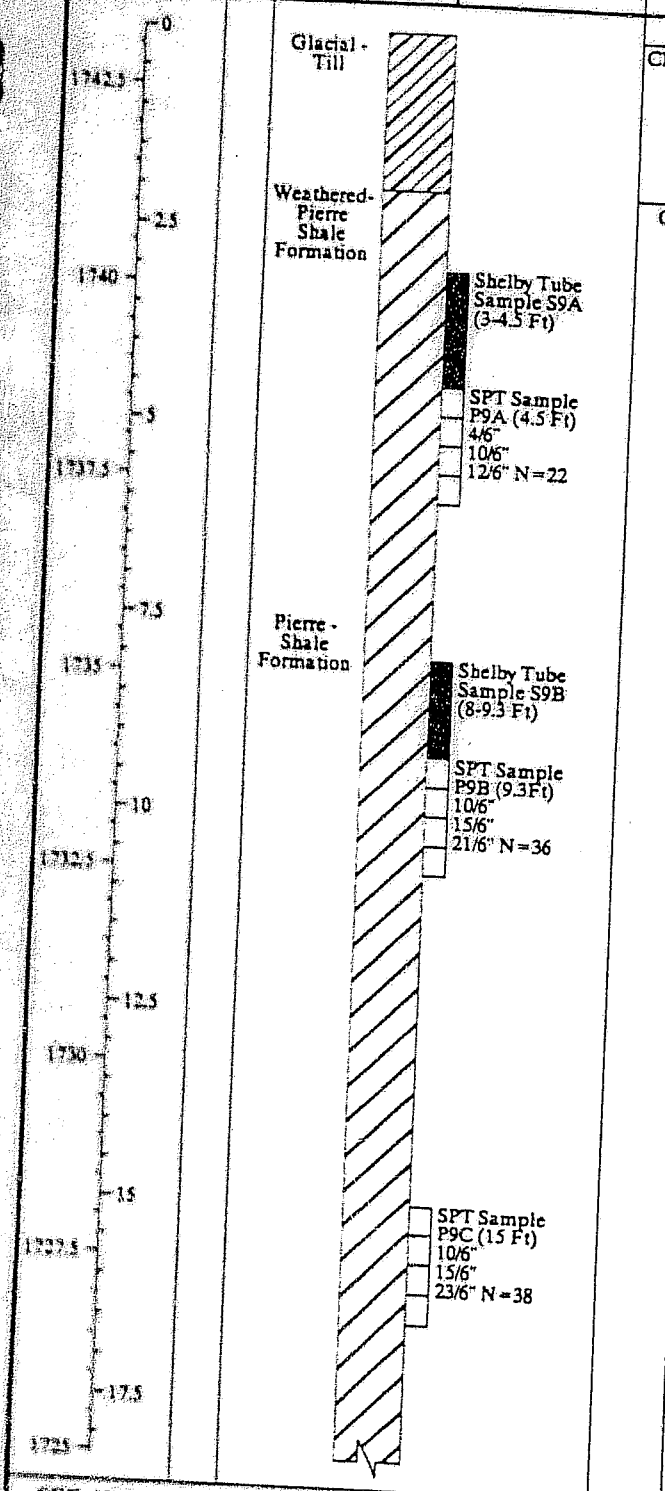
GROUND ELEVATION: 174

DATUM: City of Pierre Sur

BORING DIAMETER: 4.5 I

COLLAPSE DEPTH: 29.0 F

FILL DEPTH: No Fill Obs




| ELEVATION / DEPTH | GRAPHIC | GEOLOGY | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) |
|---|---|---|---|---|---|---|---|---|
| | | | | CL-CH | Lean to Fat Clay, Olive Brown, Moist, Medium Plasticity, Stiff. | | | |
| | | Weathered-Pierre Shale Formation | Shelby Tube Sample S9A (3-4.5 Ft) | CH | Fat Clay with Red Mineral Staining, Olive, Moist, High Plasticity, Very Stiff, Blocky, Fractured. | 26.7 | 87.6 | |
| | | | SPT Sample P9A (4.5 Ft) 4/6" 10/6" 12/6" N=22 | | - Possible Bentonite Lense less than 1 Inch thick. | | | |
| | | Pierre - Shale Formation | Shelby Tube Sample S9B (8-9.3 Ft) | | - Hard. | 32.7 | 87.4 | |
| | | | SPT Sample P9B (9.3Ft) 10/6" 15/6" 21/6" N=36 | | - Dark Gray to Olive Gray. | | | |
| | | | SPT Sample P9C (15 Ft) 10/6" 15/6" 23/6" N=38 | | - Fat Clay with Red Mineral Staining and Occasional Mineral Deposits, Fractured. | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 7 sheet 1 of 2

PROJECT:

POWER TRANSMISSION LINE-PIERRE,SD

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 7Jul99 COMP.: 7Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# GEOLOGIC LOG OF BOREHOLE 9

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: Approx.1725 South of Sect.21 CenterSee Fig.1

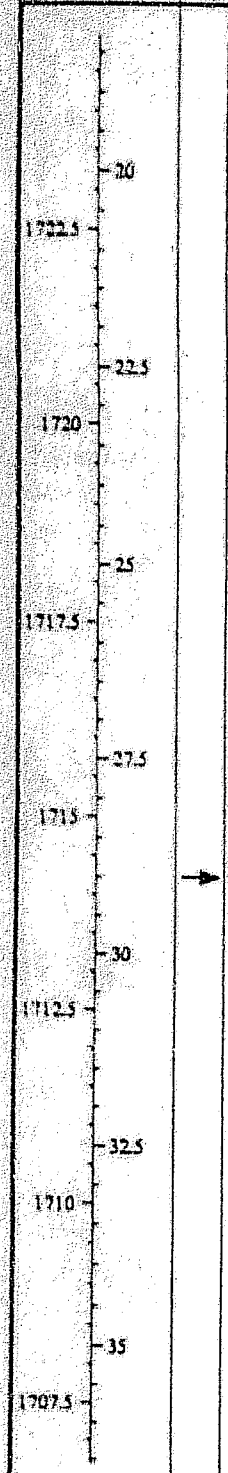
GROUND ELEVATION: 1743.2

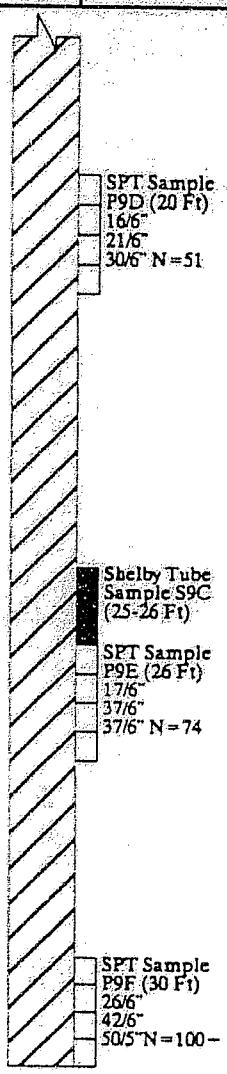
DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 29.0 Fee

FILL DEPTH: No Fill Obsv




| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) |
|---|---|---|---|---|---|---|---|---|---|
| | → | | | | - The bore hole collapsed up to a depth of 29.0 feet sometime between drilling and 8Jul99. | | | | |
| | | | | | - End of Bore Hole at 31.5 Feet. No groundwater encountered immediately after drilling or 8Jul99. | | | | |
| | | | | | | 29.6 | 91.4 | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 7 sheet 2 of 2

PROJECT:
POWER TRANSMISSION LINE-PIERRE,SD

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 8Jul99 COMP.: 8Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# GEOLOGIC LOG OF BOREHOLE 10

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: North Quarter Corner Section 21-See Figure 1

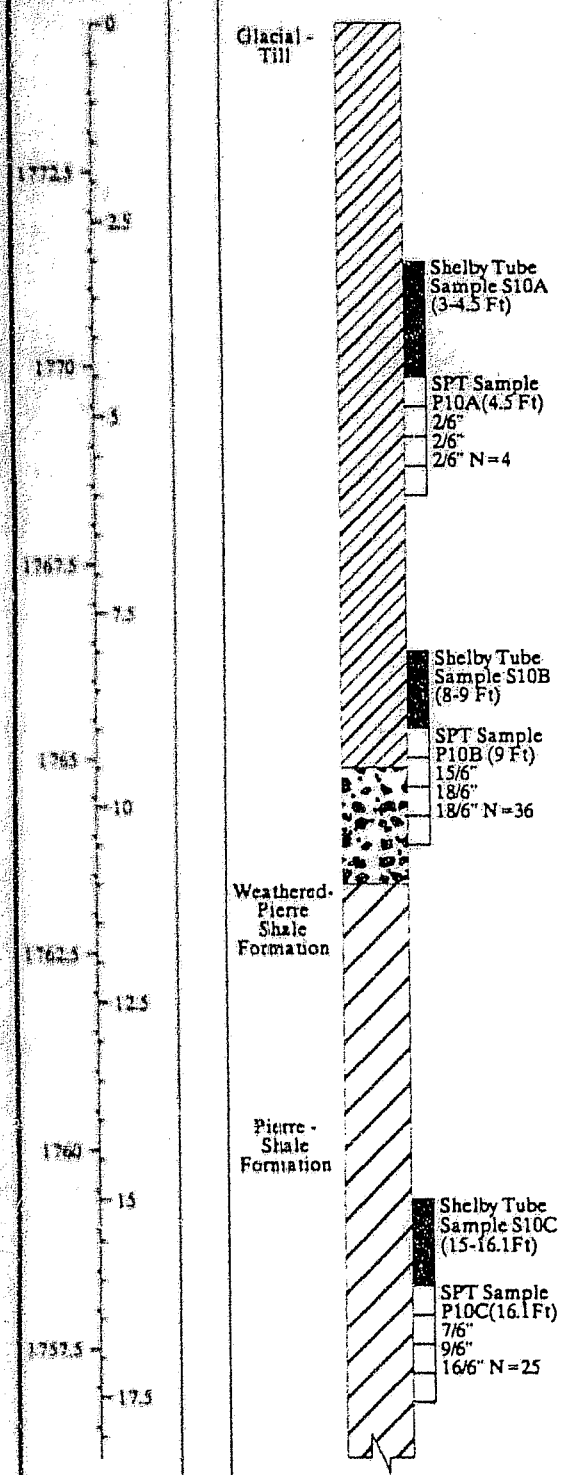
GROUND ELEVATION: 1774.38

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 30.8 Feet

FILL DEPTH: No Fill Obsv




| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PID (ppm) |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | CL-CH | Lean to Fat Clay, Dark Brown, Moist, Low to Medium Plasticity, Stiff. | | | | | |
| | | | | | - Olive Brown, Wet, Medium Plasticity, Medium Stiff. | | | | | |
| | | | | | - Lean to Fat Clay with Sand. The sand is fine. | 21.6 | 93.42 | 41 | 23 | |
| | | | | | - Olive, Very Wet, Medium to High Plasticity. | | | | | |
| | | | | | - Lean to Fat Clay with Gravel. The gravel is fine. | 26.1 | 93.8 | | | |
| | | | | GW | Well-Graded Gravel, Fine to Coarse, Brown, Wet, Non-Plastic, Very Dense. | | | | | |
| | | | | CH | Fat Clay, Olive, Wet, High Plasticity, Stiff. | | | | | |
| | | | | | - Dark Olive Gray, Moist, High Plasticity, Stiff. | 33.8 | 86.1 | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

PROJECT:
POWER TRANSMISSION LINE-PIERRE,SD
LOCATION: Secs.20,21,28,&31-T111N R74W
PROJECT #: 8398.01
DATE STARTED: 8Jul99 COMP.: 8Jul99
CONTRACTOR: FMG,Inc. w/Mobile B-50Rig
DRILL METHOD: Cont.Flt.Solid-StemAuger

# GEOLOGIC LOG OF BOREHOLE 10

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: North Quarter Corner Section 21-See Figure 1
GROUND ELEVATION: 1774.38
DATUM: City of Pierre Survey
BORING DIAMETER: 4.5 Inch
COLLAPSE DEPTH: 30.8 Feet
FILL DEPTH: No Fill Obsv

| ELEVATION / DEPTH | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PID (ppm) |
|---|---|---|---|---|---|---|---|---|---|
| 1753 / 20 | | SPT Sample P10D(20 Ft) 6/6" 13/6" 15/6" N=28 | | - Fat Clay with Mineral Deposits. | | | | | |
| 1752.5 / 22.5 | | | | - Hard. | | | | | |
| 1750 / 25 | | SPT Sample P10E(25 Ft) 10/6" 18/6" 30/6" N=48 | | - Dark Olive Gray to Dark Olive. | | | | | |
| 1747.5 / 27.5 | | | | | | | | | |
| 1745 / 30 | | SPT Sample P10F(30 Ft) 10/6" 17/6" 25/6" N=42 | | - The bore hole collapsed up to a depth of 30.8 feet sometime between drilling and 9Jul99. | | | | | |
| 1742.5 / 32.5 | | | | - End of Bore Hole at 31.5 Feet. No groundwater encountered immediately after drilling on 9Jul99. | | | | | |
| 1740 / 35 | | | | | | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

POWER TRANSMISSION LINE-PIERRE,SD

# GEOLOGIC LOG OF BOREHOLE 11

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 7Jul99 COMP.: 7Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: Northeast Corner Section 20-See Figure 1

GROUND ELEVATION: 1779.0

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 24.8 Feet

FILL DEPTH: No Fill Obsv

| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | PID (ppm |
|---|---|---|---|---|---|---|---|---|---|---|
| 0 | | Glacial - Till | | CL-CH | Lean to Fat Clay, Brown, Moist, Low to Medium Plasticity, Stiff. | | | | | |
| 1777.5 | | | | | | | | | | |
| 2.5 | | | | | - Lean to Fat Clay with Sand, Olive. The sand is fine. | | | | | |
| 1775 | | | Shelby Tube Sample S11A (3-4.5 Ft) | | | 19.5 | 81.3 | 40 | 23 | |
| 5 | | | SPT Sample P11A(4.5 Ft) 3/6" 3/6" 4/6" N=7 | | - Olive, Moist, Medium Stiff, Pin Holes, Roots, and Mineral Deposits. | | | | | |
| 1772.5 | | | | | - Lean to Fat Clay with Gravel. The gravel is fine. | | | | | |
| 7.5 | | | | | | | | | | |
| 1770 | | | Shelby Tube Sample S11B (8-9.5 Ft) | CH | Fat Clay, Olive to Olive Gray, Wet, High Plasticity, Stiff. | 37.2 | 80.6 | 96 | 57 | |
| 10 | | | SPT Sample P11B(9.5Ft) 2/6" 5/6" 7/6" N=12 | | | | | | | |
| 1767.5 | ▽ | Weathered-Pierre Shale Formation 8Jul99 | | | - Possible Bentonite Lense Approx. 2-4Inchesthick. | | | | | |
| 12.5 | ▽ | 7Jul99 | | | | | | | | |
| 1765 | | | | | - Very Stiff. | | | | | |
| 15 | | Pierre - Shale Formation | SPT Sample P11C(15 Ft) 5/6" 7/6" 15/6" N=22 | | | | | | | |
| 162.5 | | | | | - Dark Olive to Olive Gray. | | | | | |
| 17.5 | | | | | | | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 9 sheet 1 of 2

PROJECT:
POWER TRANSMISSION LINE-PIERRE,SD

LOCATION: Secs.20,21,28,&31-T111N R74W

PROJECT #: 8398.01

DATE STARTED: 7Jul99 COMP.: 7Jul99

CONTRACTOR: FMG,Inc. w/Mobile B-50Rig

DRILL METHOD: Cont.Flt.Solid-StemAuger

# GEOLOGIC LOG OF BOREHOLE 11

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

BORING LOCATION: Northeast Corner Section 20-See Figure 1

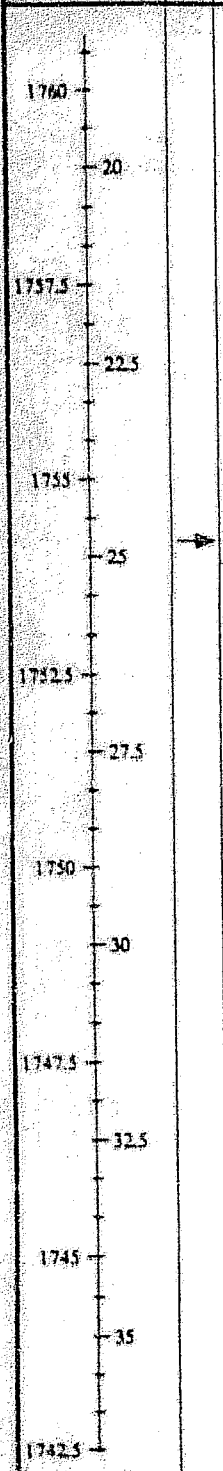
GROUND ELEVATION: 1779.0

DATUM: City of Pierre Survey

BORING DIAMETER: 4.5 Inch

COLLAPSE DEPTH: 24.8 Feet

FILL DEPTH: No Fill Obsv




| ELEVATION / DEPTH | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) |
|---|---|---|---|---|---|---|---|---|
| | | | | - Saturated. | | | | |
| | | Shelby Tube Sample S11C (20-21 Ft) | | | 36.5 | 82.3 | | |
| | | SPT Sample P11D(21 Ft) 8/6" 8/6" 11/6" N=19 | | | | | | |
| | | SPT Sample P11E(25 Ft) 7/6" 9/6" 11/6" N=20 | | - The bore hole collapsed up to a depth of 24.8 feet sometime between drilling and 8Jul99.<br>- Fat Clay with Mineral Deposits. | | | | |
| | | SPT Sample P11F(30 Ft) 7/6" 10/6" 14/5" N=24 | | - Bentonite Lense Approx. 2 to 4 Inches Thick. | | | | |
| | | | | - End of Bore Hole at 31.5 Feet. | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

**LOCATION:** Secs.20,21,28,&31-T111N R74W
**PROJECT #:** 8398.01
**DATE STARTED:** 7Jul99 **COMP.:** 7Jul99
**CONTRACTOR:** FMG,Inc. w/Mobile B-50Rig
**DRILL METHOD:** Cont.Flt.Solid-StemAuger

# BOREHOLE 12

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

**GROUND ELEVATION:** 1671
**DATUM:** City of Pierre Survey
**BORING DIAMETER:** 4.5 Inch
**COLLAPSE DEPTH:** 28.7 Feet
**FILL DEPTH:** No Fill Obsv

| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) |
|---|---|---|---|---|---|---|---|---|---|
| 0 / 1670 | | Glacial - Till | | CL-CH | Lean to Fat Clay, Olive, Moist, Medium Plasticity, Stiff. | | | | |
| | | Weathered-Pierre Shale Formation | | CH | Fat Clay, Olive, Moist, High Plasticity, Hard, Blocky, Fractures. | | | | |
| 2.5 / 1667.5 | | | Shelby Tube Sample S12A (3-4.5 Ft) | | | 33.8 | 76.4 | 88 | 56 |
| 5 / 1665 | | | SPT Sample P12A(4.5 Ft) 12/6" 15/6" 20/6" N=35 | | | | | | |
| 7.5 / 1662.5 | | Pierre - Shale Formation | Shelby Tube Sample S12B (8-9.3 Ft) | | | 34.7 | 106.6 | | |
| 10 / 1660 | | | SPT Sample P12B(9.3Ft) 7/6" 11/6" 17/6" N=28 | | - Fat Clay with Mineral Deposits and Red Mineral Staining, Dark Olive to Gray, Very Stiff. | | | | |
| 12.5 / 1657.5 | | | | | - Fat Clay, Hard. | | | | |
| 15 / 1655 | | | Shelby Tube Sample S12C (15-16 Ft) | | - Dark Gray, Blocky, Fissile. | 34.8 | 85.0 | | |
| | | | SPT Sample P12C(16 Ft) 15/6" 23/6" 35/6" N=58 | | | | | | |
| 17.5 | | | | | - Fat Clay with Occasional Mineral Deposits, Black, Moist to Dry, High Plasticity. | | | | |

SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

FIGURE 10 sheet 1 of 2

POWER TRANSMISSION LINE-PIERRE,SD

**LOCATION:** Secs.20,21,28,&31-T111N R74W

**PROJECT #:** 8398.01

**DATE STARTED:** 7Jul99 **COMP.:** 7Jul99

**CONTRACTOR:** FMG,Inc. w/Mobile B-50Rig

**DRILL METHOD:** Cont.Flt.Solid-StemAuger

# GEOLOGIC LOG OF BOREHOLE 12

3700 STURGIS ROAD
RAPID CITY, SOUTH DAKOTA 57702

**BORING LOCATION:** Power Line En
onNorthSectionLineSec20-SeeFig1

**GROUND ELEVATION:** 1671

**DATUM:** City of Pierre Survey

**BORING DIAMETER:** 4.5 Inch

**COLLAPSE DEPTH:** 28.7 Feet

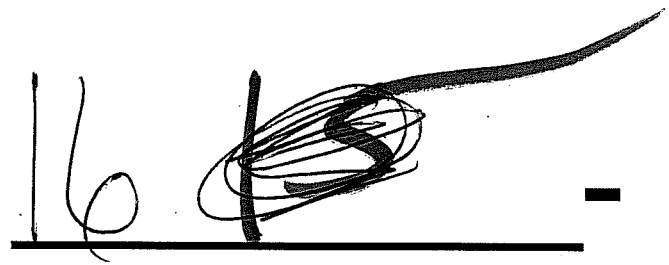
**FILL DEPTH:** No Fill Obsv

| ELEVATION / DEPTH | WATER | GEOLOGY GRAPHIC | SAMPLE TYPE,# | USCS | DESCRIPTION | NM % | DD (pcf) | LL (%) | PI (%) | P (pi |
|---|---|---|---|---|---|---|---|---|---|---|
| 1652.5 | | | | | | | | | | |
| 20 | | | SPT Sample P12D(20 Ft) 23/6" 32/6" 50/6" N=82 | | | | | | | |
| 1650 | | | | | | | | | | |
| 22.5 | | | | | | | | | | |
| 1647.5 | | | | | | | | | | |
| 25 | | | SPT Sample P12E(25 Ft) 21/6" 30/6" 50/5" N=90 | | | | | | | |
| 1645 | | | | | | | | | | |
| 27.5 | | | | | | | | | | |
| 1642.5 | 11Jul99 | | | | - The bore hole collapsed up to a depth of 28.7 feet sometime between drilling and 11Jul99. The bottom was muddy indicating the nearby presence of a groundwater table. | | | | | |
| 30 | | | SPT Sample P12F(30 Ft) 32/6" 50/5" N=100+ | | - Fossiliferous. | | | | | |
| 1640 | | | | | - End of Bore Hole at 31.5 Feet. No groundwater encountered immediately after drilling. | | | | | |
| 32.5 | | | | | | | | | | |
| 1637.5 | | | | | | | | | | |
| 35 | | | | | | | | | | |
| 1635 | | | | | | | | | | |

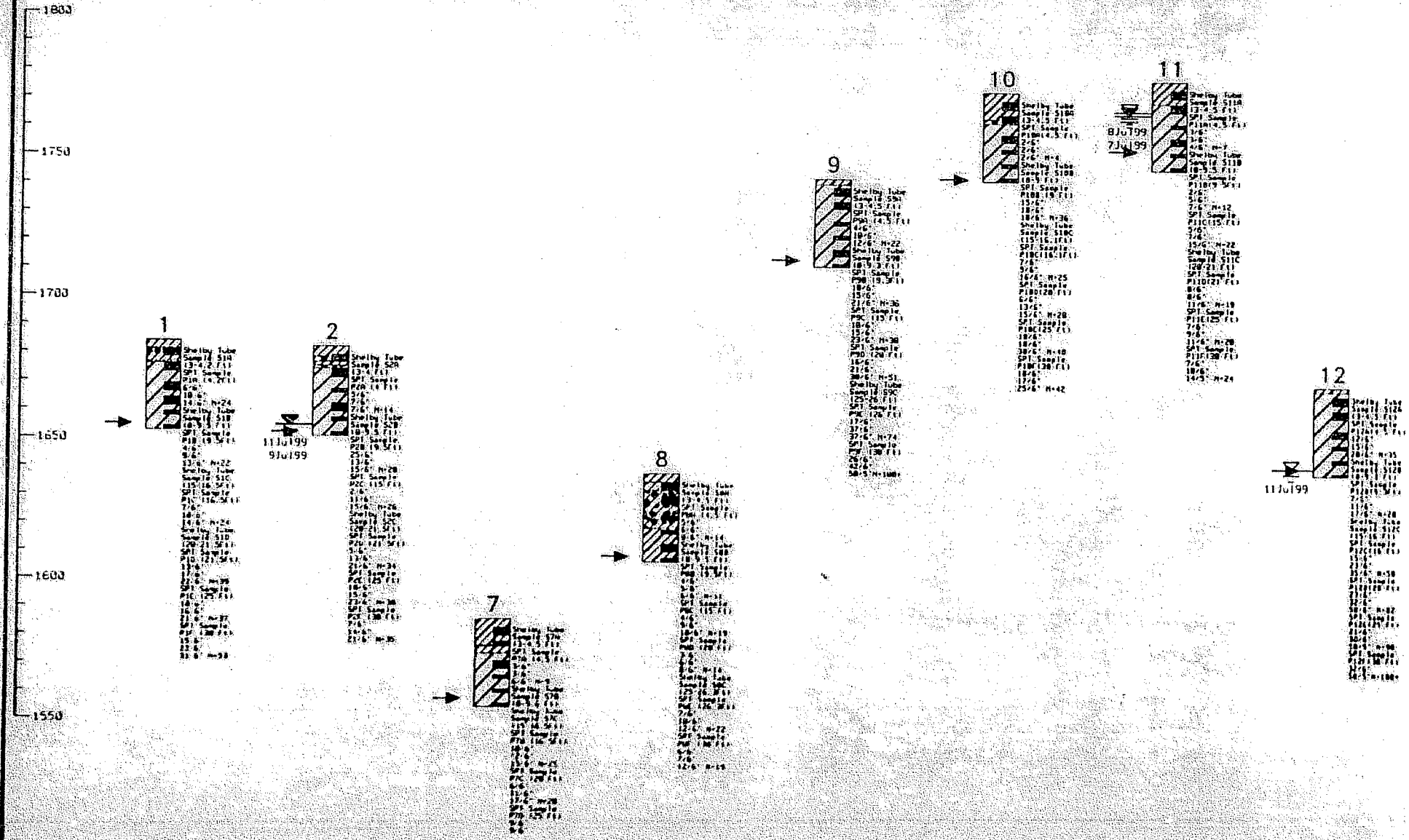
SEE ATTACHED KEY FOR ABBREVIATIONS, NOTES & DESCRIPTIONS

**FIGURE 10** sheet 2 of 2

# CONTINUATION

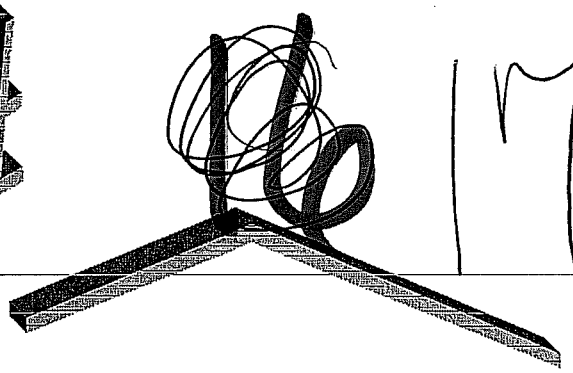


# LOG OF MULTIPLE BORE HOLES



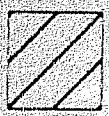
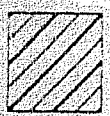
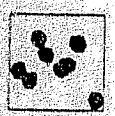
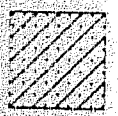

| PROJECT: | PROJECT NO.: |
|---|---|
| POWER TRANSMISSION LINE-PIERRE,SD | 8398.01 |
| LOCATION: | DATE: |

# Continuation



17

# of pages

| Symbol | Description |
|---|---|
| **Strata symbols** | |
|  | Clayey sand |
|  | Poorly graded sand with silt |
|  | High plasticity clay |
|  | Low-high plasticity clays |
|  | Clayey gravel |
|  | Well graded gravel |
|  | Cobbles |
|  | Well graded sand with clay |
| **Misc. Symbols** | |
|  | Collapse Depth |
|  | Water table at date indicated |
|  | Water table at date indicated |

| Symbol | Description |
|---|---|
| **Soil Samplers** | |
|  | Undisturbed Pushed Sample (Shelby Tube) |
|  | Standard Penetration Test (SPT) |

Figure: 12

Notes:

1. The exploratory borings were drilled on the dates presented on the boring logs. Please refer to the attached Soils Classification System Chart for more detailed explanations of the soils and their properties.
2. The Geologic Logs of the Boreholes and related information depict only the conditions and materials encountered at the specific boring location and at the particular time designated on the Logs. Soil conditions at other locations will likely vary from those indicated at each specific boring or sample location. The given depths of material changes & the sample depths shown are approximate. Variations may occur.
3. These logs are subject to the limitations, conclusions, and recommendations in this report.
4. The numbers adjacent to the SPT sample symbols are the blows/interval and represent the number of blows required to drive the 1"I.D. split spoon sampler the given distance into the soil with a 140 Lb. hammer that drops 30 in. The "N" value for each given SPT is the number of blows required to drive the 1"I.D. sampler into the last 12 inches of soil.
5. The Results of some tests conducted on samples recovered are reported on the Borehole Logs. Abbreviations used are:
   NM = Natural Moisture Content of the Soil (in percent).
   DD = Dry Density of the Soil (in Pounds per Cubic Foot).
   LL = Atterberg Liquid Limit of the Soil (in percent).
   PI = Atterberg Plasticity Index of the soil (in percent)
   PID = Photolonization Detector Readings of Total Volatile Hydrocarbons in the Soil (in Parts per Million-ppm).

Figure: 12

FMG Inc.
3700 Sturgis Road
Rapid City, SD 57702
605-342-4105

# Moisture Density / Phase Relations
Waxed Soil Weighed in Air and Water

| | | | |
|---|---|---|---|
| Project Number: | 8398.01 | Date Sampled: | 9-Jul-99 |
| Client: | Power Engineers, Inc. | Sampled by: | FMG, Inc. |
| Project Name: | WAPA Power Transmission Line @ Pierre,SD | Date Received: | 9-Jul-99 |
| Sample Description: | Sands, Gravels, and Clays | Tested by: | FMG, Inc. |
| Sample Location: | Bore Holes 1 through 12 drilled along the route of the proposed power line. | | |
| Sample Number: | Varies | Type: Undisturbed Samples | Depth: Varies |
| Remarks: | | | |

## SAMPLE & MATERIAL DESCRIPTIONS

| Boring # | Sample # | Depth | CLASSIFICATION / DESCRIPTION |
|---|---|---|---|
| 1 | S1A | 3 to 4.5 Feet | (SP-SM) Poorly Graded Sand with Silt, Fine, Olive Brown, Moist, Non-Plastic, Dense. |
| Type: ShelbyTube-Recovr'dLength=1.33Ft | | | |
| 1 | S1B | 8 to 9.5 Feet | (CH) Fat Clay, Olive Brown, Wet, High Plasticity, Very Stiff. |
| Type: ShelbyTube-Recovr'dLength=1.75Ft | | | |
| 1 | S1C | 15 to 16.5Feet | (CH) Fat Clay, Olive, Wet, High Plasticity, Very Stiff. |
| Type: ShelbyTube-Recovr'dLength=1.25Ft | | | |
| 1 | S1D | 20 to 21.5Feet | (CH) Fat Clay, Olive Brown, Wet, High Plasticity, Hard. |
| Type: ShelbyTube-Recovr'dLength=0.83Ft | | | |
| 2 | S2A(Top) | 3 to 4.5 Feet | (CH) Fat Clay with Sand, Olive, Moist, Medium Plasticity, Stiff, Roots. |
| Type: ShelbyTube-Recovr'dLength=0.67Ft | | | The sand is fine. |
| 2 | S2A(Bot) | 3 to 4.5 Feet | (GC) Clayey Gravel, Fine, Olive Brown, Moist, Low Plasticity, Dense. |
| Type: ShelbyTube-Recovr'dLength=0.67Ft | | | |
| 2 | S2B | 8 to 9.5 Feet | (CH) Fat Clay, Olive, Wet, High Plasticity, Very Stiff, Blocky, Fractured. |
| Type: ShelbyTube-Recovr'dLength=1.67Ft | | | |
| 2 | S2C | 20 to 21.5Feet | (CH) Fat Clay, Olive Brown, Wet, High Plasticity, Hard. |
| Type: ShelbyTube-Recovr'dLength=1.42Ft | | | |

## DATA INPUT

| Sample Number | S1A | S1B | S1C | S1D | S2A(Top) | S2A(Bot) | S2B | S2C |
|---|---|---|---|---|---|---|---|---|
| Sample & Wax in Air | 504.13 | 762.75 | 583.65 | | 522.29 | | 959.95 | 977.73 |
| Sample in Air | 485.46 | 741.47 | 565.74 | | 494.48 | | 927.12 | 945.17 |
| Sample & Wax in $H_2O$ | 203.58 | 319.53 | 255.67 | | 208.60 | | 418.78 | 438.42 |
| Wet Soil & Tare (g) | 206.07 | 260.98 | 175.90 | | 201.86 | | 161.00 | 125.82 |
| Dry Soil & Tare (g) | 201.59 | 209.14 | 140.86 | | 167.36 | | 129.74 | 106.26 |
| Tare Weight (g) | 42.70 | 50.50 | 45.63 | | 42.70 | | 42.44 | 50.00 |
| Wax Specific Gravity | 0.92 | 0.92 | 0.92 | | 0.92 | | 0.92 | 0.92 |
| Soil Specific Gravity | 2.65 | 2.65 | 2.65 | | 2.65 | | 2.65 | 2.70 |
| PHASE RELATIONS | | | | | | | | |
| Volume of Solids | 0.6357 | 0.5020 | 0.5059 | | 0.5156 | | 0.5096 | 0.5185 |
| Volume of Voids | 0.3643 | 0.4980 | 0.4941 | | 0.4844 | | 0.4904 | 0.4815 |
| Volume of Air | 0.3168 | 0.0633 | 0.0009 | | 0.1063 | | 0.0068 | 0.0007 |
| Volume of Water | 0.0475 | 0.4347 | 0.4932 | | 0.3781 | | 0.4836 | 0.4839 |
| Weight of Water(pcf) | 2.9654 | 27.1384 | 30.7923 | | 23.6058 | | 30.1896 | 30.2074 |
| Porosity (%) | 36.4265 | 49.7995 | 49.4143 | | 48.4413 | | 49.0367 | 48.4532 |
| Saturation (%) | 13 0403 | 87.2932 | 99.8184 | | 78.0591 | | 98.6182 | 99.8647 |
| Void Ratio | 0.5730 | 0.9920 | 0.9768 | | 0.9395 | | 0.9622 | 0.9400 |
| MOISTURE DENSITY DATA | | | | | | | | |
| Moisture Content(%) | 2.82 | 32.68 | 36.80 | | 27.68 | | 35.81 | 34.77 |
| Soil Dry Density | 105.17 | 83.05 | 83.69 | | 85.30 | | 84.31 | 86.88 |
| Soil Wet Density | 108.14 | 110.19 | 114.48 | | 108.90 | | 114.50 | 117.09 |



FIGURE 13

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3700 Sturgis Road
Rapid City, SD 57702
605-342-4105

# Moisture Density / Phase Relations
**Waxed Soil Weighed in Air and Water**

| | | | |
|---|---|---|---|
| **Project Number:** | 8398.01 | **Date Sampled:** | 9-Jul-99 |
| **Client:** | Power Engineers, Inc. | **Sampled by:** | FMG, Inc. |
| **Project Name:** | WAPA Power Transmission Line @ Pierre,SD | **Date Received:** | 9-Jul-99 |
| **Sample Description:** | Sands, Gravels, and Clays | **Tested by:** | FMG, Inc. |
| **Sample Location:** | Bore Holes 1 through 12 drilled along the route of the proposed power line. | | |
| **Sample Number:** | Varies **Type:** Undisturbed Samples | **Depth:** | Varies |
| **Remarks:** | | | |

## SAMPLE & MATERIAL DESCRIPTIONS

| Boring # | Sample # | Depth | CLASSIFICATION / DESCRIPTION |
|---|---|---|---|
| 7 | S7A | 3 to 4.5 Feet | (CL-CH) Lean to Fat Clay with Sand, Olive, Wet, Medium Plasticity, Stiff. |
| Type: ShelbyTube-Recovr'dLength=1.17Ft | | | The sand is fine. |
| 7 | S7B | 8 to 9 Feet | (CL-CH) Lean to Fat Clay with Gravel, Olive, Wet, Low to Medium Plasticity, Stiff. |
| Type: ShelbyTube-Recovr'dLength=0.92Ft | | | The gravel is fine. |
| 7 | S7C | 15 to 16 Feet | (CH) Fat Clay, Dark Olive, Wet, High Plasticity, Very Stiff, Blocky, Fractured. |
| Type: ShelbyTube-Recovr'dLength=1.42Ft | | | |
| 8 | S8A | 3 to 4.5 Feet | (SW-SC) Well-Graded Sand with Clay, Olive Brown, Moist, Low Plasticity, Dense. |
| Type: ShelbyTube-Recovr'dLength=? Ft | | | The soil fell apart during the extrusion process. |
| 8 | S8B | 8 to 9.5 Feet | (SW-SC) Well-Graded Sand with Clay and Clayey Sand Lenses, Olive Brown, Moist, Low Plasticity, |
| Type: ShelbyTube-Recovr'dLength=1.33Ft | | | Dense. |
| 8 | S8C | 25 to 26 Feet | (CL-CH) Lean to Fat Clay with Poorly Graded Sand & Sandy Lean Clay Lenses, Olive Brown, Moist, |
| Type: ShelbyTube-Recovr'dLength=0.92Ft | | | Low to Medium Plasticity, Very Stiff. The sand in the lenses range from fine to coarse. |
| 9 | S9A | 3 to 4.5 Feet | (CH) Fat Clay, Dark Olive, Moist, High Plasticity, Hard, Blocky, Fractured, Roots. |
| Type: ShelbyTube-Recovr'dLength=1.42Ft | | | |
| 9 | S9B | 8 to 9.5 Feet | (CH) Fat Clay, Dark Olive, Moist, High Plasticity, Very Stiff, Blocky, Fractured. |
| Type: ShelbyTube-Recovr'dLength=1.0 Ft | | | |

## DATA INPUT

| Sample Number | S7A | S7B | S7C | S8A | S8B | S8C | S9A | S9B |
|---|---|---|---|---|---|---|---|---|
| Sample & Wax in Air | | 908.40 | 889.32 | 238.11 | | 310.31 | 1022.43 | 411.80 |
| Sample in Air | | 869.03 | 857.46 | 228.15 | | 292.45 | 968.19 | 393.61 |
| Sample & Wax in $H_2O$ | | 418.84 | 386.42 | 103.71 | | 132.35 | 418.83 | 180.23 |
| Wet Soil & Tare (g) | | 180.93 | 169.01 | 186.20 | | 198.89 | 209.91 | 197.18 |
| Dry Soil & Tare (g) | | 155.23 | 136.07 | 168.91 | | 171.12 | 176.34 | 160.62 |
| Tare Weight (g) | | 50.00 | 46.10 | 50.50 | | 48.83 | 50.50 | 48.83 |
| Wax Specific Gravity | | 0.92 | 0.92 | 0.92 | | 0.92 | 0.92 | 0.92 |
| Soil Specific Gravity | | 2.65 | 2.65 | 2.65 | | 2.65 | 2.65 | 2.65 |
| **PHASE RELATIONS** | | | | | | | | |
| Volume of Solids | | 0.5899 | 0.5058 | 0.6079 | | 0.5672 | 0.5295 | 0.5285 |
| Volume of Voids | | 0.4101 | 0.4942 | 0.3921 | | 0.4328 | 0.4705 | 0.4715 |
| Volume of Air | | 0.0282 | 0.0035 | 0.1568 | | 0.0914 | 0.0961 | 0.0135 |
| Volume of Water | | 0.3818 | 0.4907 | 0.2352 | | 0.3414 | 0.3744 | 0.4580 |
| Weight of Water(pcf) | | 23.8357 | 30.6361 | 14.6855 | | 21.3100 | 23.3702 | 28.5918 |
| Porosity (%) | | 41.0059 | 49.4196 | 39.2066 | | 43.2751 | 47.0452 | 47.1539 |
| Saturation (%) | | 93.1112 | 99.3014 | 59.9998 | | 78.8800 | 79.5736 | 97.1281 |
| Void Ratio | | 0.6951 | 0.9770 | 0.6449 | | 0.7629 | 0.8884 | 0.8923 |
| **MOISTURE DENSITY DATA** | | | | | | | | |
| Moisture Content(%) | | 24.42 | 36.61 | 14.60 | | 22.71 | 26.68 | 32.70 |
| Soil Dry Density | | 97.60 | 83.68 | 100.57 | | 93.84 | 87.61 | 87.43 |
| Soil Wet Density | | 121.43 | 114.31 | 115.26 | | 115.15 | 110.98 | 116.02 |

| FMG Inc.<br>3700 Sturgis Road<br>Rapid City, SD 57702<br>605-342-4105 | **Moisture Density / Phase Relations**<br>**Waxed Soil Weighed in Air and Water** |
|---|---|

| | | | | | |
|---|---|---|---|---|---|
| **Project Number:** | 8398.01 | | | **Date Sampled:** | 9-Jul-99 |
| **Client:** | Power Engineers, Inc. | | | **Sampled by:** | FMG, Inc. |
| **Project Name:** | WAPA Power Transmission Line @ Pierre,SD | | | **Date Received:** | 9-Jul-99 |
| **Sample Description:** | Sands, Gravels, and Clays | | | **Tested by:** | FMG, Inc. |
| **Sample Location:** | Bore Holes 1 through 12 drilled along the route of the proposed power line. | | | | |
| **Sample Number:** | Varies | **Type:** | Undisturbed Samples | **Depth:** | Varies |
| **Remarks:** | | | | | |

**SAMPLE & MATERIAL DESCRIPTIONS**

| Boring # | Sample # | Depth | CLASSIFICATION / DESCRIPTION |
|---|---|---|---|
| 9 | S9C | 25 to 26 Feet | (CH) Fat Clay, Dark Olive to Olive Gray, Moist, High Plasticity, Very Stiff. |
| Type: ShelbyTube-Recovr'dLength=0.58Ft | | | |
| 10 | S10A | 3 to 4.5 Feet | (CL-CH) Lean to Fat Clay with Sand, Olive, Wet, Medium Plasticity, Stiff. |
| Type: ShelbyTube-Recovr'dLength=1.42Ft | | | The sand is fine. |
| 10 | S10B | 8 to 9 Feet | (CL-CH) Lean to Fat Clay, Olive, Saturated, Medium Plasticity, Stiff. |
| Type: ShelbyTube-Recovr'dLength=1.08Ft | | | |
| 10 | S10C | 15 to 16 Feet | (CH) Fat Clay, Dark Olive, Moist, High Plasticity, Stiff. |
| Type: ShelbyTube-Recovr'dLength=1.17Ft | | | |
| 11 | S11A | 3 to 4.5 Feet | (CL-CH) Lean to Fat Clay with Sand, Olive, Moist, Low to Medium Plasticity, Stiff, Roots, Pin Holes |
| Type: ShelbyTube-Recovr'dLength=1.42Ft | | | The sand is fine. |
| 11 | S11B | 8 to 9.5 Feet | (CH) Fat Clay, Olive, Wet, Medium to High Plasticity, Stiff. |
| Type: ShelbyTube-Recovr'dLength=1.17Ft | | | |
| 11 | S11C | 20 to 21 Feet | (CH) Fat Clay, Olive, Wet, High Plasticity, Stiff to Very Stiff, Blocky, Fractured with Mineral Deposits |
| Type: ShelbyTube-Recovr'dLength=0.92Ft | | | |

**DATA INPUT**

| Sample Number | S9C | S10A | S10B | S10C | S11A | S11B | S11C | |
|---|---|---|---|---|---|---|---|---|
| Sample & Wax in Air | 1287.55 | | 792.07 | 1177.53 | | | 762.18 | |
| Sample in Air | 1237.83 | | 764.80 | 1141.97 | | | 738.58 | |
| Sample & Wax in $H_20$ | 581.40 | | 358.88 | 520.00 | | | 326.39 | |
| Wet Soil & Tare (g) | 176.28 | | 210.52 | 259.93 | | | 167.69 | |
| Dry Soil & Tare (g) | 147.53 | | 175.75 | 205.00 | | | 136.33 | |
| Tare Weight (g) | 50.50 | | 42.70 | 42.70 | | | 50.50 | |
| Wax Specific Gravity | 0.92 | | 0.92 | 0.92 | | | 0.92 | |
| Soil Specific Gravity | 2.65 | | 2.65 | 2.65 | | | 2.65 | |
| **PHASE RELATIONS** | | | | | | | | |
| Volume of Solids | 0.5526 | | 0.5670 | 0.5202 | | | 0.4977 | |
| Volume of Voids | 0.4474 | | 0.4330 | 0.4798 | | | 0.5023 | |
| Volume of Air | 0.0135 | | 0.0404 | 0.0132 | | | 0.0204 | |
| Volume of Water | 0.4339 | | 0.3927 | 0.4666 | | | 0.4819 | |
| Weight of Water(pcf) | 27.0862 | | 24.5128 | 29.1285 | | | 30.0838 | |
| Porosity (%) | 44.7425 | | 43.3008 | 47.9761 | | | 50.2297 | |
| Saturation (%) | 96.9724 | | 90.6812 | 97.2555 | | | 95.9385 | |
| Void Ratio | 0.8097 | | 0.7637 | 0.9222 | | | 1.0092 | |
| **MOISTURE DENSITY DATA** | | | | | | | | |
| Moisture Content(%) | 29.63 | | 26.13 | 33.84 | | | 36.54 | |
| Soil Dry Density | 91.41 | | 93.80 | 86.07 | | | 82.34 | |
| Soil Wet Density | 118.50 | | 118.31 | 115.19 | | | 112.42 | |

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3700 Sturgis Road
Rapid City, SD 57702
605-342-4105

# Moisture Density / Phase Relations
Waxed Soil Weighed in Air and Water

| | | | | | |
|---|---|---|---|---|---|
| Project Number: | 8398.01 | | | Date Sampled: | 9-Jul-99 |
| Client: | Power Engineers, Inc. | | | Sampled by: | FMG, Inc. |
| Project Name: | WAPA Power Transmission Line @ Pierre,SD | | | Date Received: | 9-Jul-99 |
| Sample Description: | Sands, Gravels, and Clays | | | Tested by: | FMG, Inc. |
| Sample Location: | Bore Holes 1 through 12 drilled along the route of the proposed power line. | | | | |
| Sample Number: | Varies | Type: | Undisturbed Samples | Depth: | Varies |
| Remarks: | | | | | |

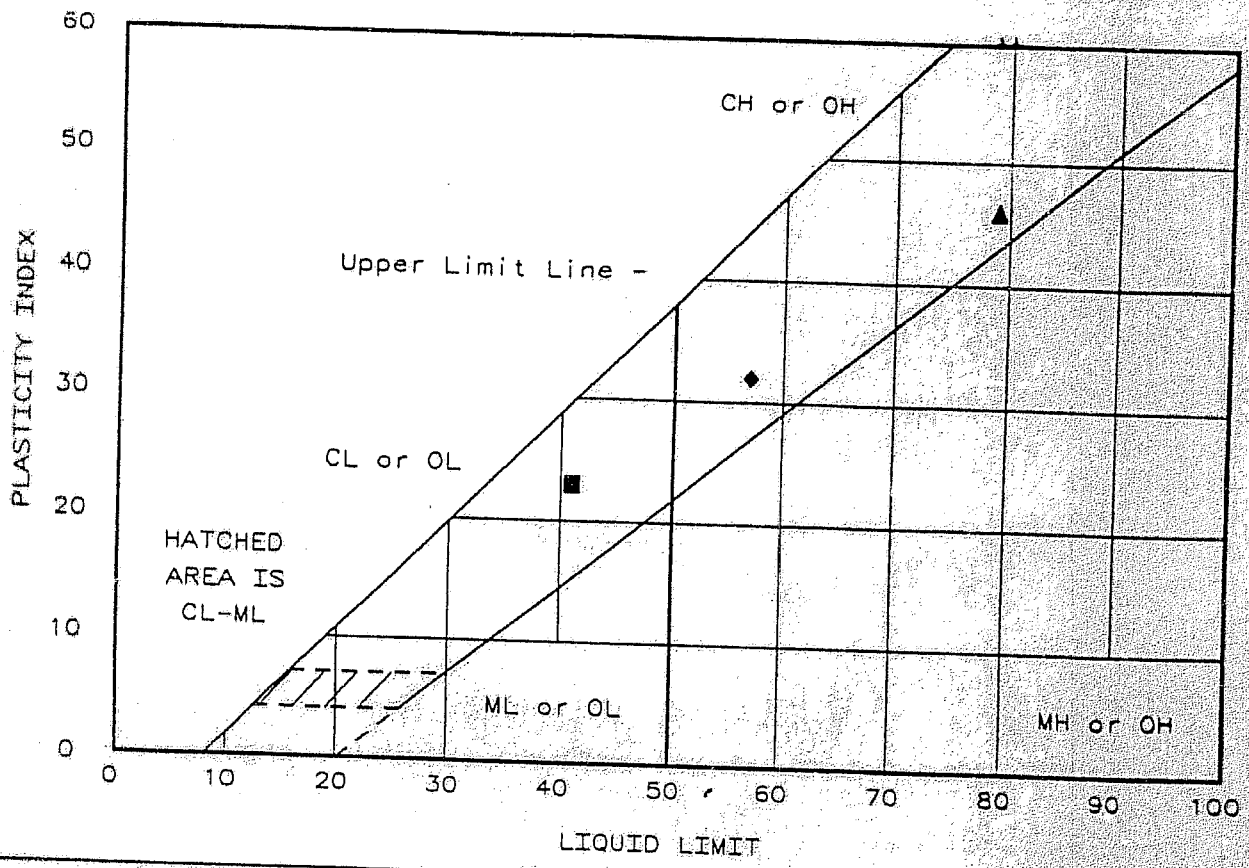
## SAMPLE & MATERIAL DESCRIPTIONS

| Boring # | Sample # | Depth | CLASSIFICATION / DESCRIPTION |
|---|---|---|---|
| 12 | S12A | 3 to 4.5 Feet | (CH) Fat Clay, Olive, Wet, High Plasticity, Very Stiff, Vertical Fractures, Roots. |
| Type: ShelbyTube-Recovr'dLength=1.5 Ft | | | |
| 12 | S12B | 8 to 9 Feet | (CH) Fat Clay, Olive, Moist, High Plasticity, Very Stiff, Blocky, Fractured. |
| Type: ShelbyTube-Recovr'dLength=1.25Ft | | | |
| 12 | S12C | 15 to 16 Feet | (CH) Fat Clay, Olive Gray, Moist, High Plasticity, Hard, Blocky, Fractured. |
| Type: ShelbyTube-Recovr'dLength=1.0 Ft | | | |

## DATA INPUT

| Sample Number | S12A | S12B | S12C |
|---|---|---|---|
| Sample & Wax in Air | | | 762.03 |
| Sample in Air | | | 738.07 |
| Sample & Wax in $H_2O$ | | | 333.70 |
| Wet Soil & Tare (g) | | | 193.37 |
| Dry Soil & Tare (g) | | | 156.46 |
| Tare Weight (g) | | | 50.50 |
| Wax Specific Gravity | | | 0.92 |
| Soil Specific Gravity | | | 2.65 |
| **PHASE RELATIONS** | | | |
| Volume of Solids | | | 0.5135 |
| Volume of Voids | | | 0.4865 |
| Volume of Air | | | 0.0125 |
| Volume of Water | | | 0.4740 |
| Weight of Water(pcf) | | | 29.5899 |
| Porosity (%) | | | 48.6528 |
| Saturation (%) | | | 97.4221 |
| Void Ratio | | | 0.9475 |
| **MOISTURE DENSITY DATA** | | | |
| Moisture Content(%) | | | 34.83 |
| Soil Dry Density | | | 84.95 |
| Soil Wet Density | | | 114.54 |

# LIQUID AND PLASTIC LIMITS TEST REPORT




| | Location + Description | LL | PL | PI | -200 | ASTM D 2487-90 |
|---|---|---|---|---|---|---|
| ● | Bore Hole 1-AshSubstation<br>Shelby Tube Sample S1A<br>Depth 3 to 4.5 Feet | NV | NP | | 6.9 | SP-SM, Poorly graded sand with silt |
| ▲ | Bore Hole#1-AshSubstation<br>Shelby Tube Sample S1D<br>Depth 20 to 21.5 Feet | 79 | 33 | 46 | 95.2 | CH, Fat clay |
| ■ | Bore Hole #7-North Line<br>Shelby Tube Sample S7A<br>Depth 3 to 4 Feet | 41 | 18 | 23 | 96.4 | CL, Lean clay |
| ◆ | Bore Hole #8-North Line<br>Shelby Tube Sample S8B<br>Depth 8 to 9.5 Feet | 57 | 25 | 32 | 18.5 | SC, Clayey sand with gravel |
| ✕ | Bore Hole #10-North Line<br>Shelby Tube Sample S10A<br>Depth 3 to 4.5 Feet | 41 | 18 | 23 | 97.6 | CL, Lean clay |

NV - Non-Viscous NP - Non-Plastic

Project No.: 8398.01
Project: WAPA Power Transmission Line near Ash and Evans Substations in Pierre, SD
Client: Power Engineers, Inc.
Location: From Ash to Evans Substations & North Sections 21,22,28,&33 T111N R79W 5th
Date: 22 July 1999

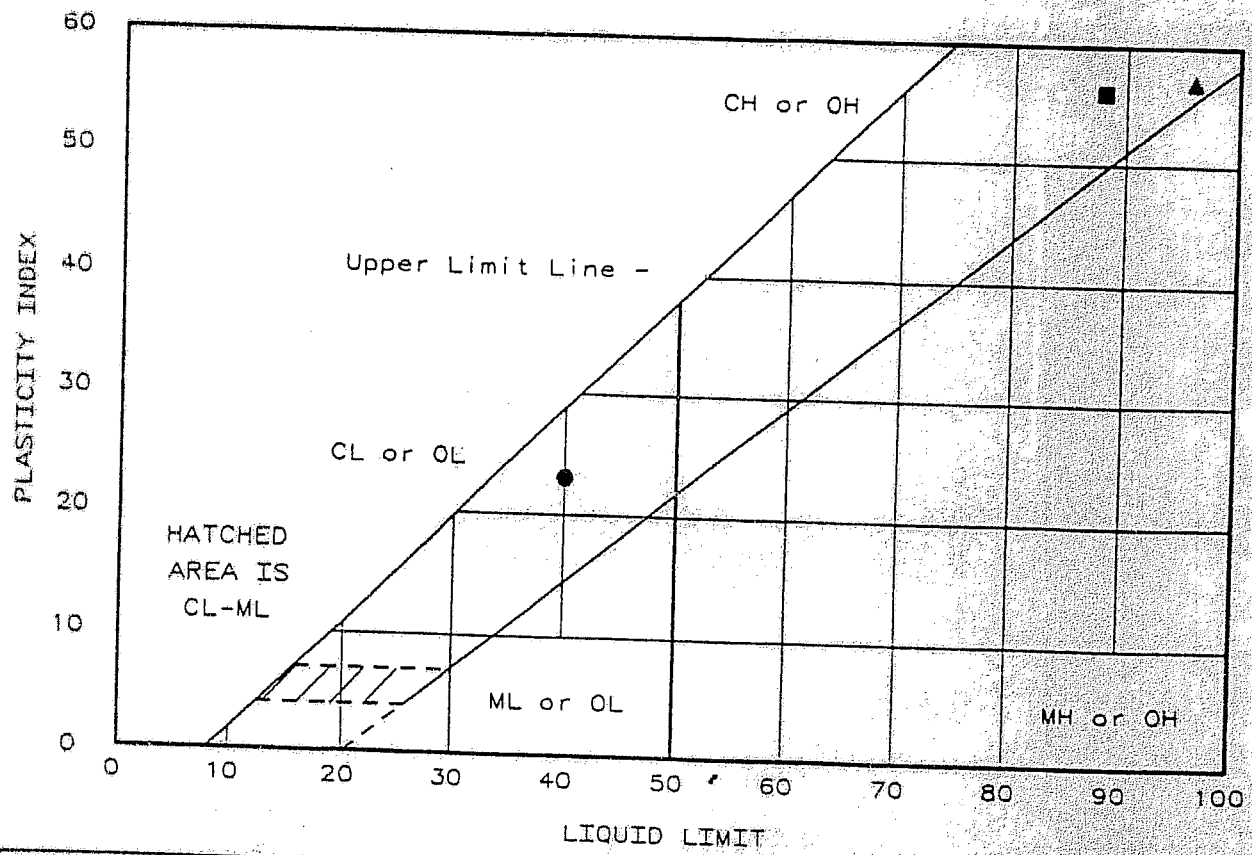
LIQUID AND PLASTIC LIMITS TEST REPORT

FMG, Inc.

Remarks:
The sample was obtained by the FMG Drill Crew & taken to the FMG Lab. Used Wet Preparation ASTM Method.

Fig. No. 17

# LIQUID AND PLASTIC LIMITS TEST REPORT




| | Location + Description | LL | PL | PI | -200 | ASTM D 2487-90 |
|---|---|---|---|---|---|---|
| ● | Bore Hole #11-North Line<br>Shelby Tube Sample S11A<br>Depth 3 to 4 Feet | 40 | 17 | 23 | 97.3 | CL, Lean clay |
| ▲ | Bore Hole #11-North Line<br>Shelby Tube Sample S11B<br>Depth 8 to 9 Feet | 96 | 39 | 57 | 98.4 | CH, Fat clay |
| ■ | Bore Hole #12-North Line<br>Shelby Tube Sample S12A<br>Depth 3 to 4.5 Feet | 88 | 32 | 56 | 83.8 | CH, Fat clay with sand |
| | | | | | | |
| | | | | | | |

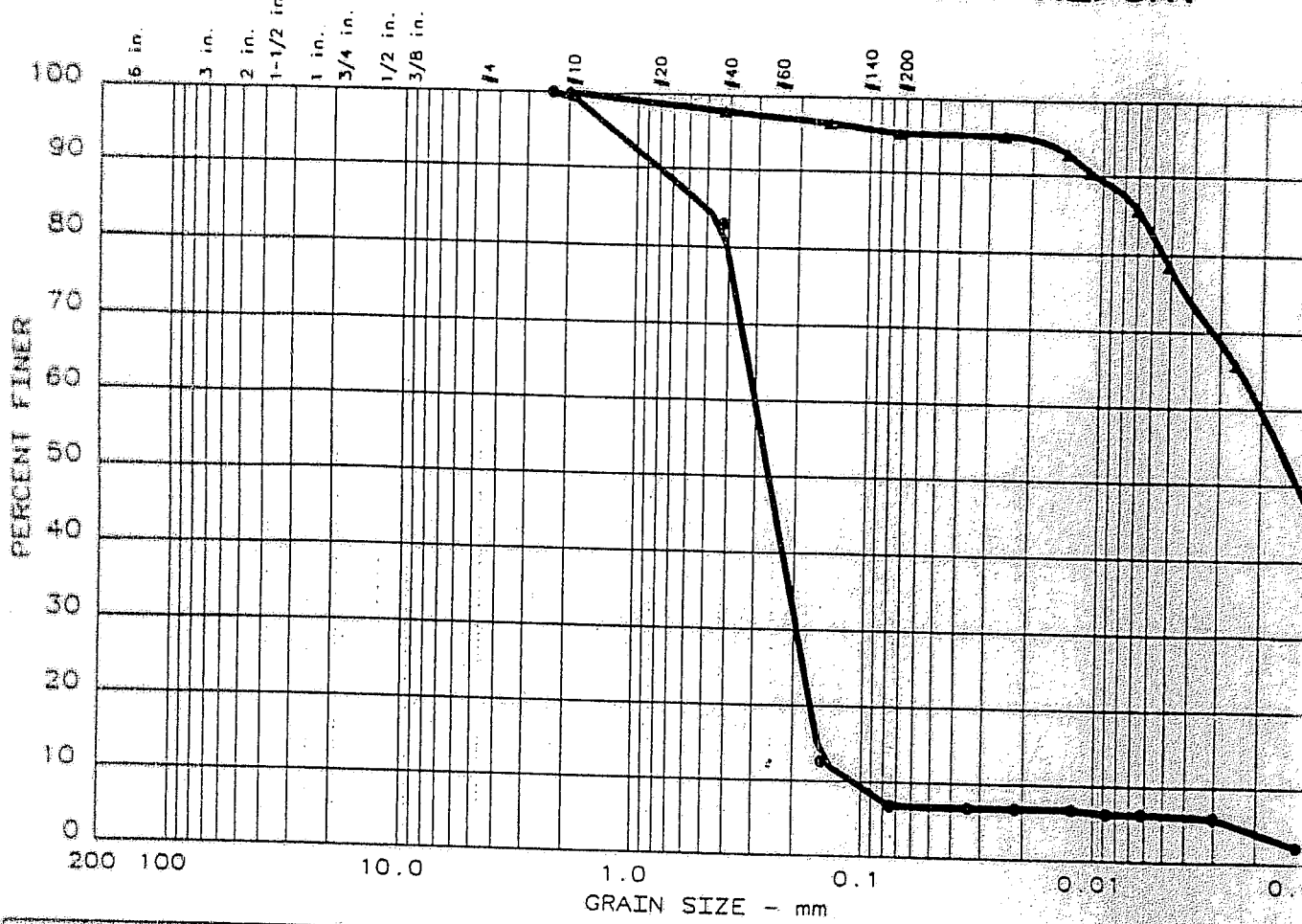
Project No.: 8398.01
Project: WAPA Power Transmission Line near Ash and Evans Substations in Pierre, SD
Client: Power Engineers, Inc.
Location: From Ash to Evans Substations & North Sections 21,22,28,&33 T111N R79W 5th
Date: 22 July 1999

Remarks:
The sample was obtained by the FMG Drill Crew & taken to the FMG Lab. Used Wet Preparation ASTM Method.

LIQUID AND PLASTIC LIMITS TEST REPORT
FMG, Inc.

Fig. No. 18

# PARTICLE SIZE DISTRIBUTION TEST REPORT




| | Test | % +3" | % GRAVEL | % SAND | % SILT | % CLAY | USCS | LL | PI |
|---|---|---|---|---|---|---|---|---|---|
| ● | 11 | 0.0 | 0.0 | 93.1 | 0.6 | 6.3 | SP-SM | NV | NP |
| ▲ | 12 | 0.0 | 0.0 | 4.8 | 17.1 | 78.1 | CH | 79 | 46 |

| SIEVE inches size | PERCENT FINER ● | ▲ | |
|---|---|---|---|
| | | | |
| | GRAIN SIZE | | |
| $D_{60}$ | 0.302 | | |
| $D_{30}$ | | | |
| $D_{10}$ | 0.106 | | |
| | COEFFICIENTS | | |
| $C_c$ | 1.17 | | |
| $C_u$ | 2.8 | | |

| SIEVE number size | PERCENT FINER ● | ▲ |
|---|---|---|
| 8 | 100.0 | |
| 10 | 99.8 | 100.0 |
| 40 | 83.0 | 97.9 |
| 100 | 12.7 | 96.4 |
| 200 | 6.9 | 95.2 |

Sample information:

● BH#1, SampleS1A, Depth3Ft Poorly Graded Sand with Silt, Ol. Brown, Non-Plast

▲ BH#1, SampleS1D, Depth20' Fat Clay, Dark Olive, Wet, HighPlasticity, Hard

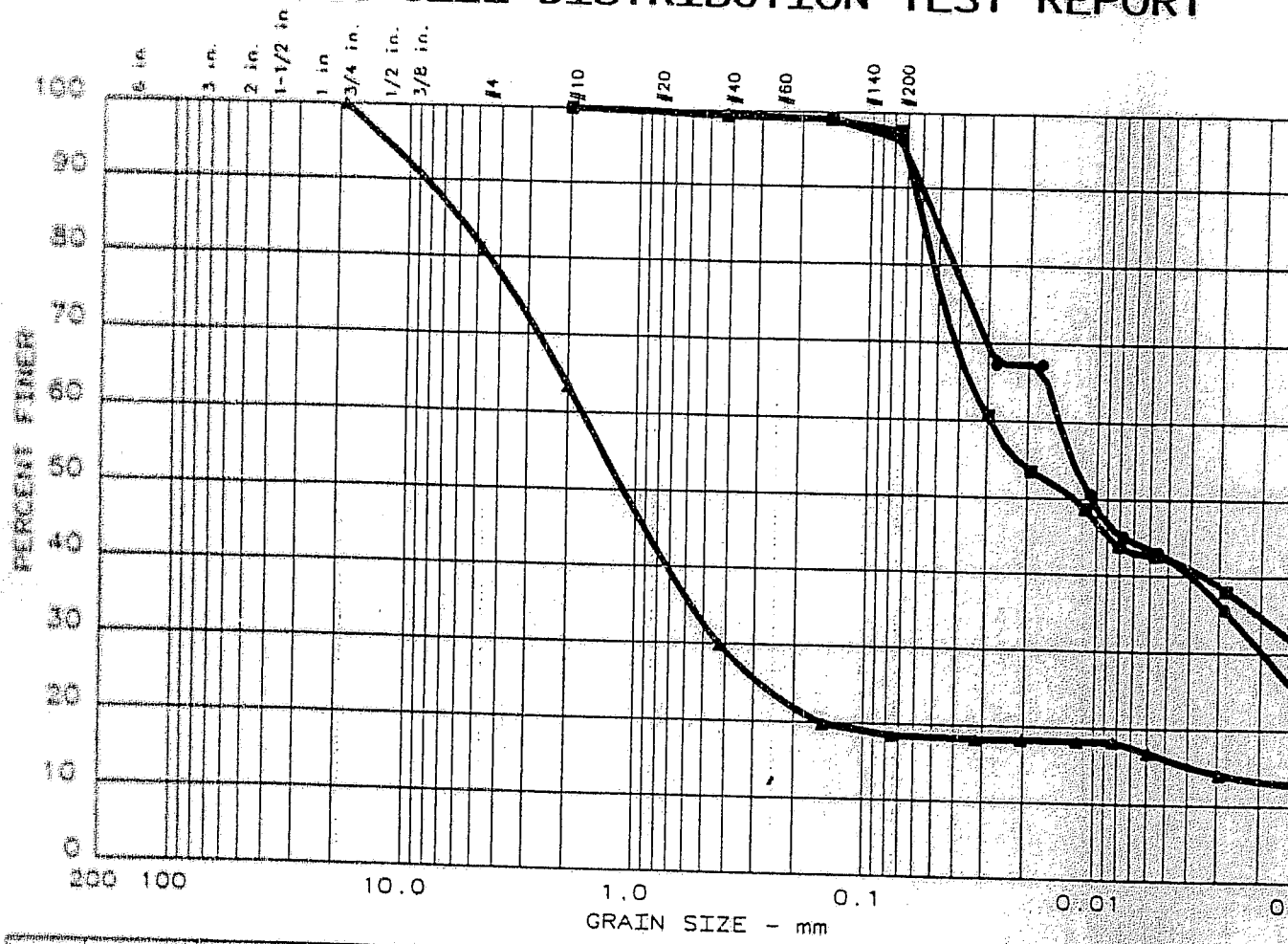
Remarks:
The sample was obtained by the FMG Drill Crew & returned to the FMG Lab for testing.

FMG, Inc.

Project No.: 8398.01
Project: WAPA Transmission Power Line Pierre, S

Date: 16 July 1999 Data Sheet No. 19

# PARTICLE SIZE DISTRIBUTION TEST REPORT




| Test | % +3" | % GRAVEL | % SAND | % SILT | % CLAY | USCS | LL | PI |
|---|---|---|---|---|---|---|---|---|
| ● 18 | 0.0 | 0.0 | 3.6 | 54.1 | 42.3 | CL-CH | 41 | 23 |
| ▲ 13 | 0.0 | 19.0 | 62.5 | 2.5 | 16.0 | SC | 57 | 32 |
| ■ 14 | 0.0 | 0.0 | 2.4 | 55.4 | 42.2 | CL-CH | 41 | 23 |

| SIEVE inches size | PERCENT FINER ● | ▲ | ■ |
|---|---|---|---|
| 0.75 | | 100.0 | |

| | GRAIN SIZE | | |
|---|---|---|---|
| $D_{60}$ | | 1.72 | |
| $D_{30}$ | | | |
| $D_{10}$ | 0.0019 | | |

| | COEFFICIENTS | | |
|---|---|---|---|
| $C_c$ | | | |
| $C_u$ | | | |

| SIEVE number size | PERCENT FINER ● | ▲ | ■ |
|---|---|---|---|
| 4 | | 81.0 | |
| 10 | 100.0 | 63.5 | 100.0 |
| 40 | 99.4 | 29.9 | 99.3 |
| 100 | 99.0 | 19.9 | 99.0 |
| 200 | 96.4 | 18.5 | 97.6 |

Sample information:

- ● BH#7, SampleS7A, Depth3Ft Lean to Fat Clay, Olive, Moist, Med. Plasticity
- ▲ BH#8, SampleS8B, Depth8Ft Clayey Sand with Gravel OliveBrown, Moist, L-M PI
- ■ BH10, SampleS10A, Depth3' Lean to Fat Clay, Olive Brown, Wet, Med. Plastic

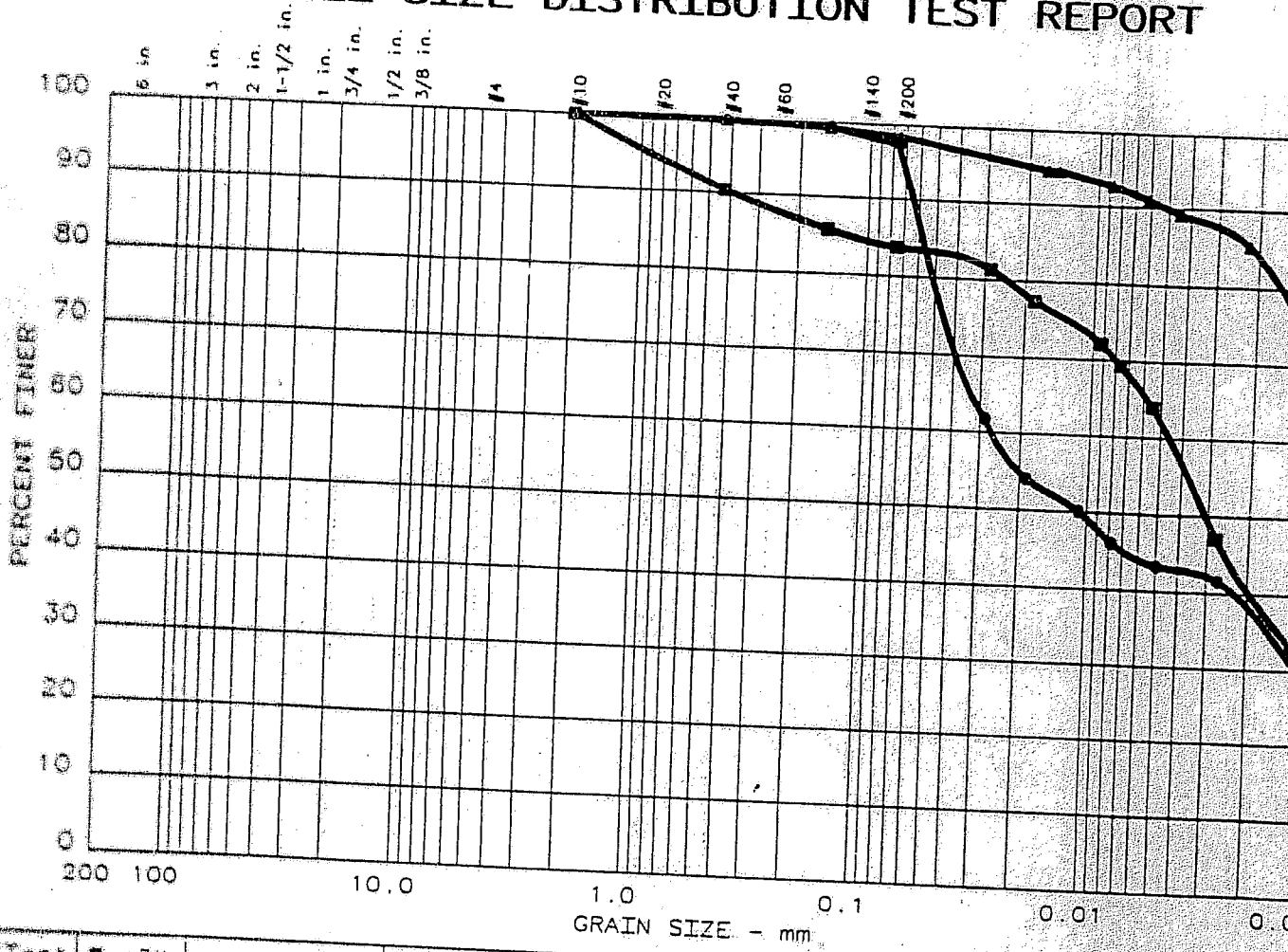
Remarks:
The sample was obtained by the FMG Drill Crew & returned to the FMG Lab for testing.

FMG, Inc.

Project No.: 8398.01
Project: WAPA Transmission Power Line Pierre,

Date: 2 August 1999 Data Sheet No. 2

# PARTICLE SIZE DISTRIBUTION TEST REPORT




| Test | % +3" | % GRAVEL | % SAND | % SILT | % CLAY | USCS | LL | PI |
|---|---|---|---|---|---|---|---|---|
| ● 15 | 0.0 | 0.0 | 2.7 | 53.9 | 43.4 | CL-CH | 40 | 23 |
| ▲ 16 | 0.0 | 0.0 | 1.6 | 8.7 | 89.7 | CH | 96 | 57 |
| ■ 17 | 0.0 | 0.0 | 16.2 | 21.5 | 62.3 | CH | 88 | 56 |

| SIEVE inches size | PERCENT FINER ● | ▲ | ■ |
|---|---|---|---|
| | | | |
| GRAIN SIZE | | | |
| $D_{60}$ | | | |
| $D_{30}$ | 0.0012 | | |
| $D_{10}$ | | | |
| COEFFICIENTS | | | |
| $C_c$ | | | |
| $C_u$ | | | |

| SIEVE number size | PERCENT FINER ● | ▲ | ■ |
|---|---|---|---|
| 10 | 100.0 | 100.0 | 100.0 |
| 40 | 99.8 | 99.9 | 90.4 |
| 100 | 99.4 | 99.3 | 85.7 |
| 200 | 97.3 | 98.4 | 83.8 |

Sample information:

● BH11, SampleS11A, Depth3' Lean to Fat Clay, Olive Moist, Medium Plastic

▲ BH11, SampleS11B, Depth8' Fat Clay, Olive Gray, Wet, High Plasticity

■ BH12, SampleS12A, Depth3' Fat Clay w/Sand, Olive, Moist, High Plasticity

Remarks:

The sample was obtained by the FMG Drill Crew & returned to the FMG Lab for testing.

FMG, Inc.

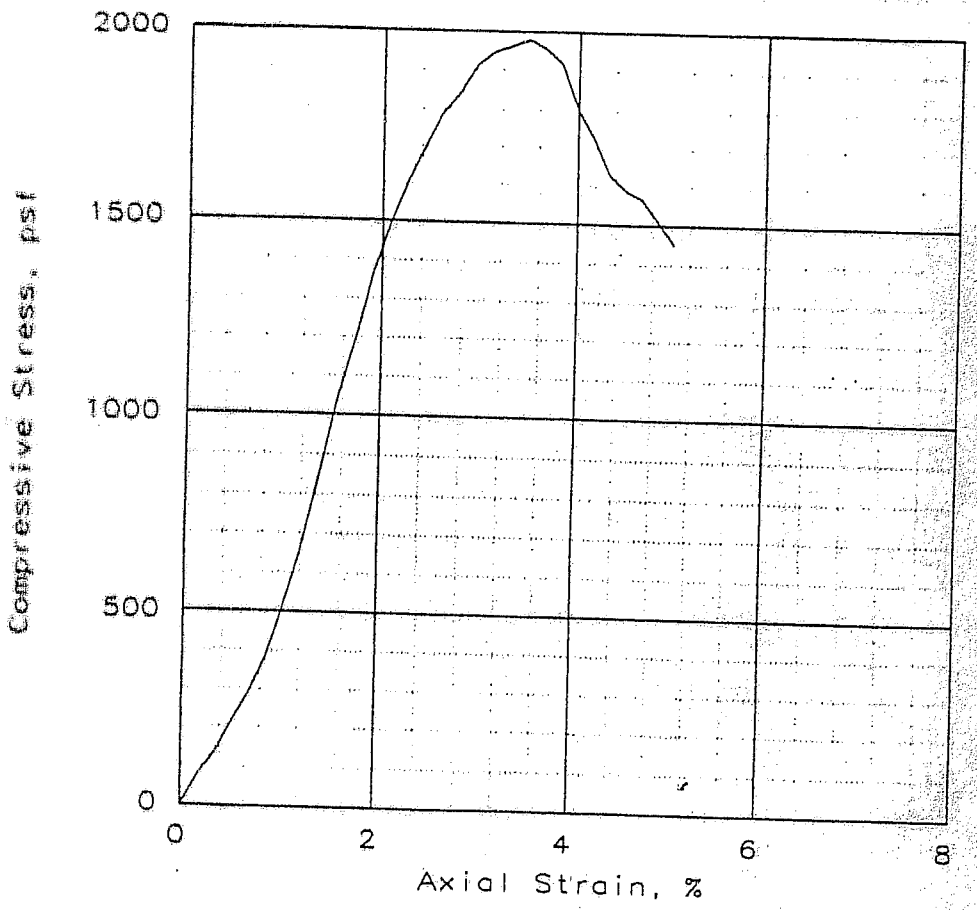
Project No.: 8398.01

Project: WAPA Transmission Power Line Pierre, SD

Date: 16 July 1999

Data Sheet No. 21

# UNCONFINED COMPRESSION TEST




| SAMPLE NO.: | 1 | | | |
|---|---|---|---|---|
| Unconfined strength, psf | 1978 | | | |
| Undrained shear strength, psf | 989 | | | |
| Failure strain, % | 3.5 | | | |
| Strain rate, in/min | 0.0597 | | | |
| Water content, % (specimen after test) | 18.3 | | | |
| Wet density, pcf | 114.2 | | | |
| Dry density, pcf | 96.6 | | | |
| Saturation, % | 68.0 | | | |
| Void ratio | 0.7135 | | | |
| Specimen diameter, in | 2.88 | | | |
| Specimen height, in | 5.75 | | | |
| Height/diameter ratio | 2.00 | | | |

Description: (CL) Lean Clay, Ol Wet, Medium Plasticity, Stiff

| LL = 41 | PL = 18 | PI = 23 | GS= 2.65 | Type: Undisturbed Samp |
|---|---|---|---|---|

Project No.: 8398.01

Date: 23 July 1999

Remarks:

Sample setup @ natural moisture content and density then subsequently sheared.

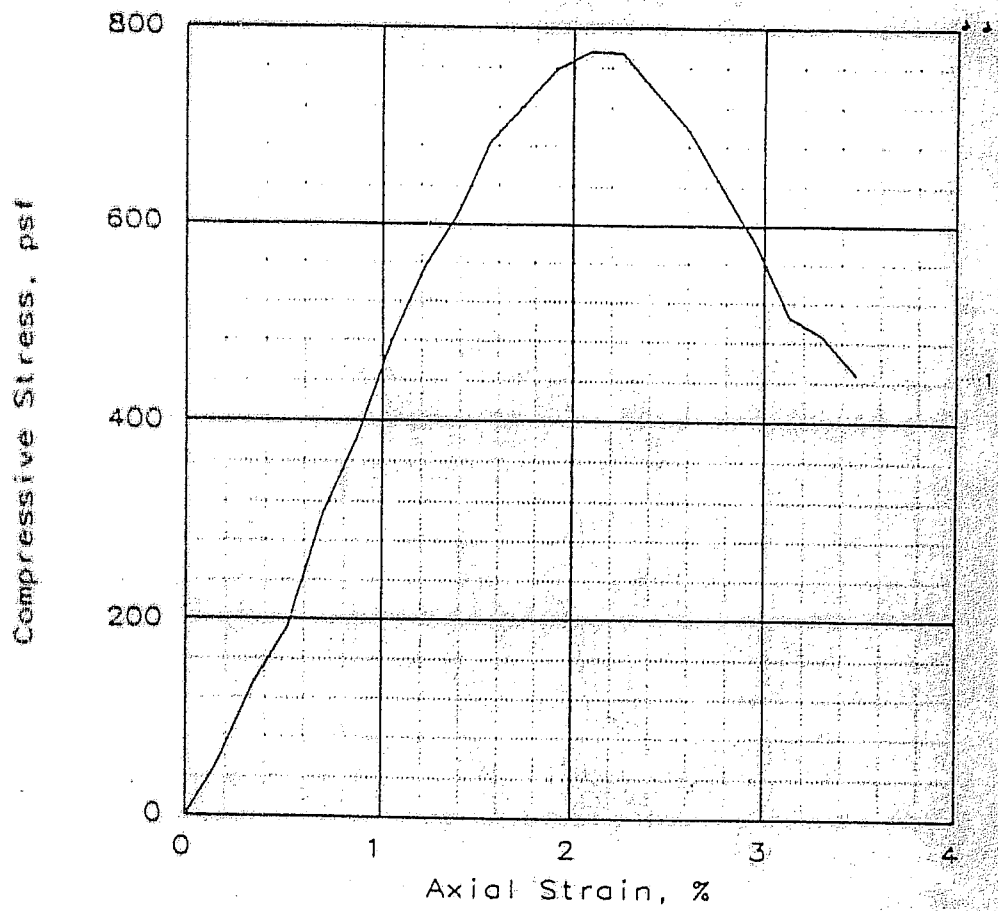
Fig. No.: 22

Client: Power Engineers, Inc.
Attn: Mr. Scott O'Meara
Project: Power Transmission Line From Ash to Evans Substations & North-Pierre, SD
Location: BoreHole#7, Sample S7A, Depth 3 to 4.5 Feet

UNCONFINED COMPRESSION TEST

FMG, INC.

# UNCONFINED COMPRESSION TEST




| | | | | | |
|---|---|---|---|---|---|
| SAMPLE NO.: | 1 | | | | |
| Unconfined strength, psf | 776 | | | | |
| Undrained shear strength, psf | 388 | | | | |
| Failure strain, % | 2.1 | | | | |
| Strain rate, in/min | 0.0622 | | | | |
| Water content, % (specimen after test) | 19.5 | | | | |
| Wet density, pcf | 97.2 | | | | |
| Dry density, pcf | 81.3 | | | | |
| Saturation, % | 49.9 | | | | |
| Void ratio | 1.0346 | | | | |
| Specimen diameter, in | 2.88 | | | | |
| Specimen height, in | 5.75 | | | | |
| Height/diameter ratio | 2.00 | | | | |

Description: (CL) Lean Clay, Ol Moist, Medium Plasticity, Stiff

| | | | | |
|---|---|---|---|---|
| LL = 40 | PL = 17 | PI = 23 | GS= 2.65 | Type: Undisturbed Samp |

Project No.: 8398.01

Date: 23 July 1999

Remarks:
Sample setup @ natural moisture content and density then subsequently sheared.

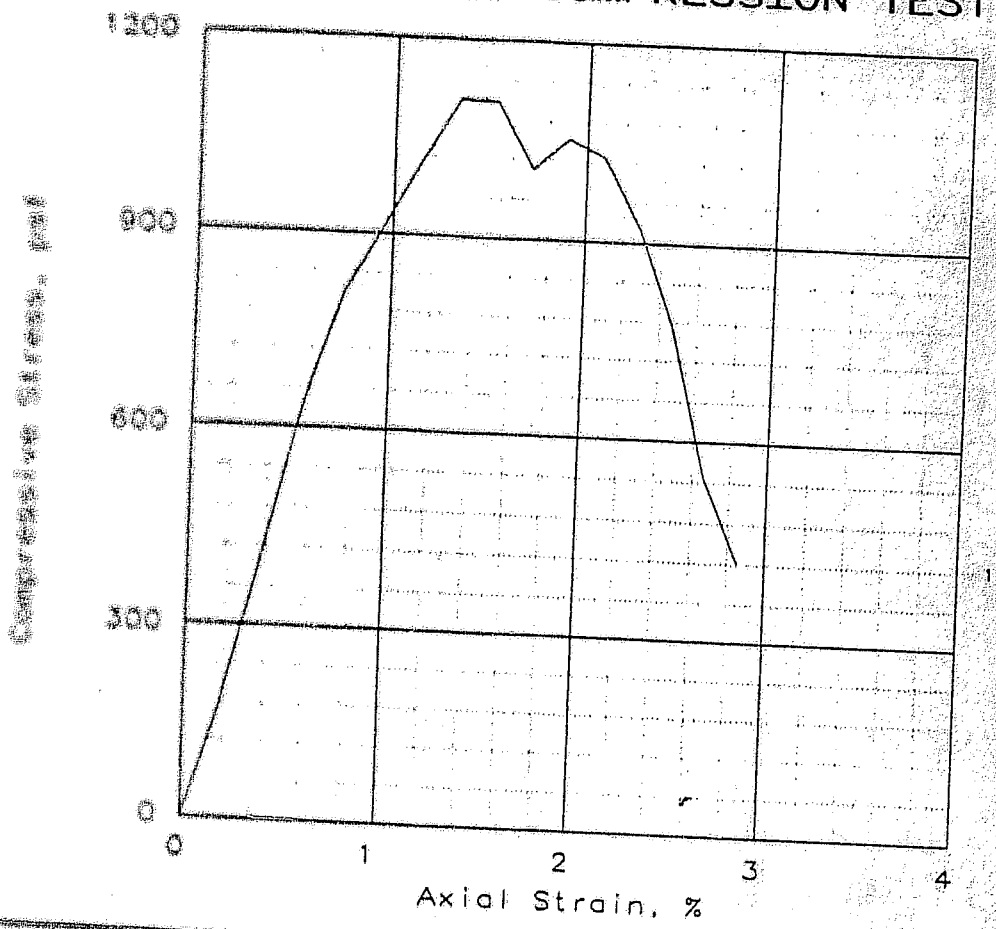
Fig. No.: 23

Client: Power Engineers, Inc.
Attn: Mr. Scott O'Meara
Project: Power Transmission Line From Ash to Evans Substations & North-Pierre, SD
Location: BoreHole #11, Sample S11A, Depth 3 to 4.5 Feet

UNCONFINED COMPRESSION TEST

FMG, INC.

# UNCONFINED COMPRESSION TEST




| Sample No.: | 1 | | | |
|---|---|---|---|---|
| Unconfined strength, psf | 1110 | | | |
| Failure shear strength, psf | 555 | | | |
| Failure strain, % | 1.3 | | | |
| Strain rate, in/min | 0.0584 | | | |
| Water content, % (specimen after test) | 34.7 | | | |
| Wet density, pcf | 143.7 | | | |
| Dry density, pcf | 106.6 | | | |
| Saturation, % | 166.9 | | | |
| Void ratio | 0.5517 | | | |
| Specimen diameter, in | 2.50 | | | |
| Specimen height, in | 5.25 | | | |
| Height/diameter ratio | 2.10 | | | |

Description: (CH)FatClay w/Sand Olive, Moist, High Plasticity

GS= 2.65 | Type: Undisturbed Sample

Project No.: 8398.01

Date: 23 July 1999

Remarks:

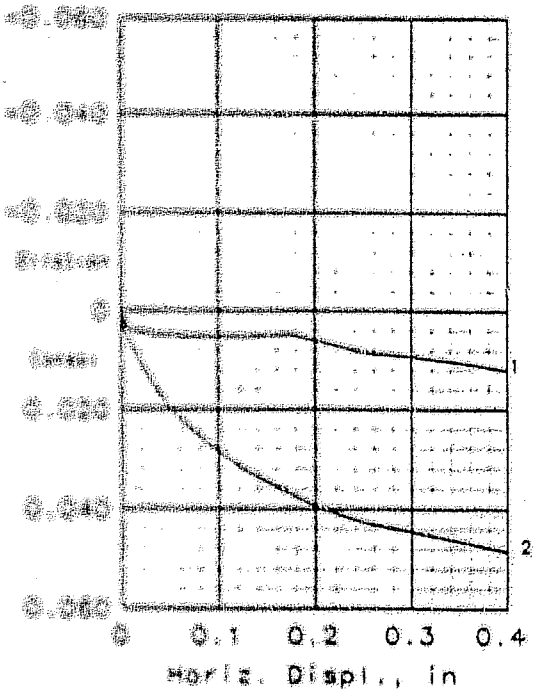
Sample setup @ natural moisture content and density then subsequently sheared.

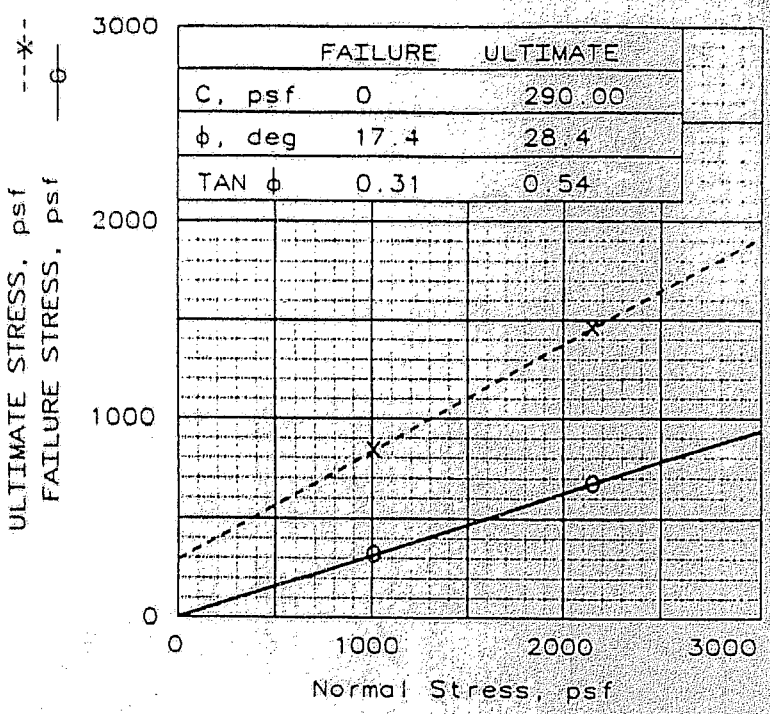
F. G. No.: 24

Client: Power Engineers, Inc.
Attn: Mr. Scott O'Meara
Project: Power Transmission Line From Ash to Evans Substations & North-Pierre, SD
Location: BoreHole #12, Sample S12B, Depth 8 to 9 Feet

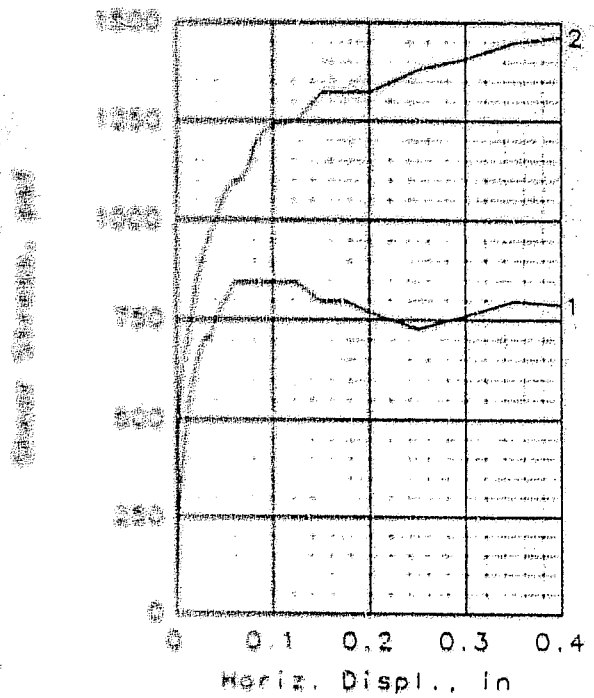
UNCONFINED COMPRESSION TEST

FMG, INC.




| | FAILURE | ULTIMATE |
|---|---|---|
| C, psf | 0 | 290.00 |
| ϕ, deg | 17.4 | 28.4 |
| TAN ϕ | 0.31 | 0.54 |




| SAMPLE NO.: | | 1 | 2 |
|---|---|---|---|
| INITIAL | WATER CONTENT, % | 22.7 | 20.5 |
| | DRY DENSITY, pcf | 99.9 | 86.9 |
| | SATURATION, % | 91.8 | 60.0 |
| | VOID RATIO | 0.656 | 0.904 |
| | DIAMETER, in | 2.50 | 2.50 |
| | HEIGHT, in | 1.00 | 1.00 |
| AT TEST | WATER CONTENT, % | 26.7 | 28.6 |
| | DRY DENSITY, pcf | 102.5 | 94.6 |
| | SATURATION, % | 115.5 | 101.1 |
| | VOID RATIO | 0.613 | 0.749 |
| | DIAMETER, in | 2.50 | 2.50 |
| | HEIGHT, in | 0.97 | 0.92 |
| NORMAL STRESS, psf | | 1024 | 2167 |
| FAILURE STRESS, psf | | 324 | 676 |
| DISPLACEMENT, in | | 0.00 | 0.01 |
| ULTIMATE STRESS, psf | | 844 | 1464 |
| DISPLACEMENT, in | | 0.06 | 0.40 |
| Strain rate, in/min | | 0.0083 | 0.0081 |

SAMPLE TYPE: Undisturbed Sample

DESCRIPTION: (CL) Lean Clay, Olive Green, Wet, Medium Plasticity

LL= 41 PL= 23 PI= 18

SPECIFIC GRAVITY= 2.65

REMARKS: Sample setup @ natural moisture content and density then subsequently sheared.

CLIENT: Power Engineers, Inc.
Attn: Mr. Scott O'Meara

PROJECT: Power Transmission Line From Ash to Evans Substations & North-Pierre, SD

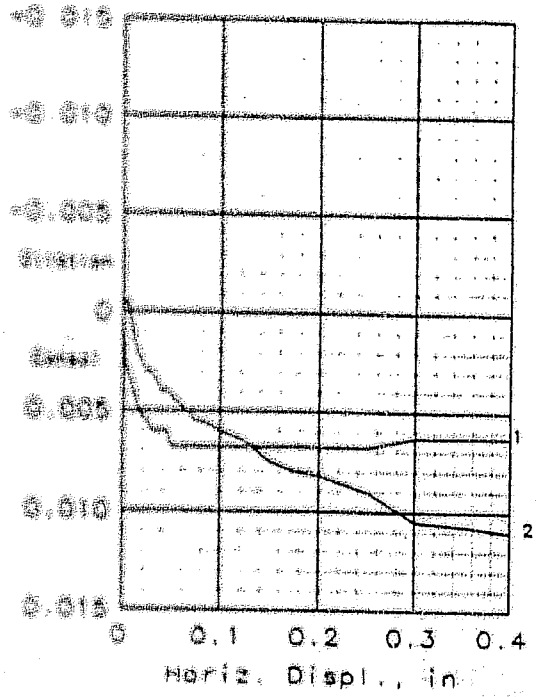
SAMPLE LOCATION: BoreHole #10, Sample S10A, Depth 3 to 4.5 Feet

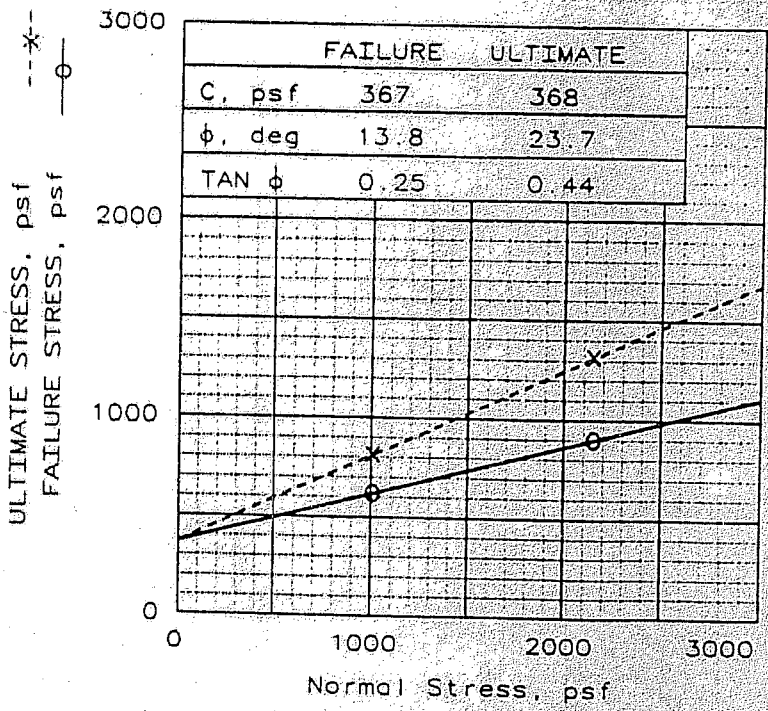
PROJ. NO.: 8398.01 DATE: 23 July 1999

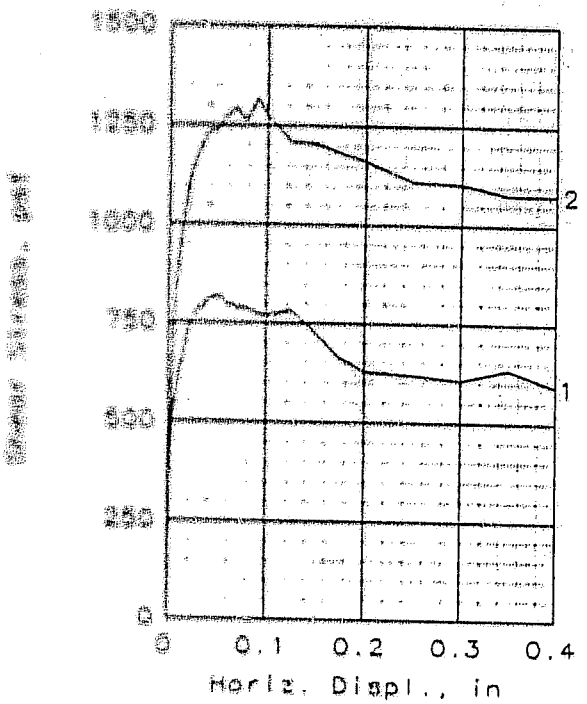
Fig. No.: 25

DIRECT SHEAR TEST REPORT

FMG, INC.




| SAMPLE NO.: | | 1 | 2 |
|---|---|---|---|
| INITIAL | WATER CONTENT, % | 37.0 | 37.4 |
| | DRY DENSITY, pcf | 80.4 | 80.7 |
| | SATURATION, % | 92.7 | 94.4 |
| | VOID RATIO | 1.058 | 1.051 |
| | DIAMETER, in | 2.50 | 2.50 |
| | HEIGHT, in | 1.00 | 1.00 |
| AT TEST | WATER CONTENT, % | 42.4 | 40.1 |
| | DRY DENSITY, pcf | 86.2 | 87.2 |
| | SATURATION, % | 122.0 | 118.6 |
| | VOID RATIO | 0.920 | 0.897 |
| | DIAMETER, in | 2.50 | 2.50 |
| | HEIGHT, in | 0.93 | 0.93 |
| NORMAL STRESS, psf | | 1024 | 2167 |
| FAILURE STRESS, psf | | 619 | 901 |
| DISPLACEMENT, in | | 0.01 | 0.01 |
| ULTIMATE STRESS, psf | | 816 | 1317 |
| DISPLACEMENT, in | | 0.05 | 0.09 |
| Strain rate, in/min | | 0.0083 | 0.0082 |

SAMPLE TYPE: Undisturbed Sample

DESCRIPTION: (CH)Fat Clay, Olive Wet, High Plasticity, Stiff.

LL= 96 PL= 57 PI= 39

SPECIFIC GRAVITY= 2.65

REMARKS: Sample setup @ natural moisture content and density then subsequently saturated and finally sheared.

Fig. No.: 26

CLIENT: Power Engineers, Inc.
Attn: Mr. Scott O'Meara

PROJECT: Power Transmission Line From Ash to Evans Substations & North-Pierre, SD

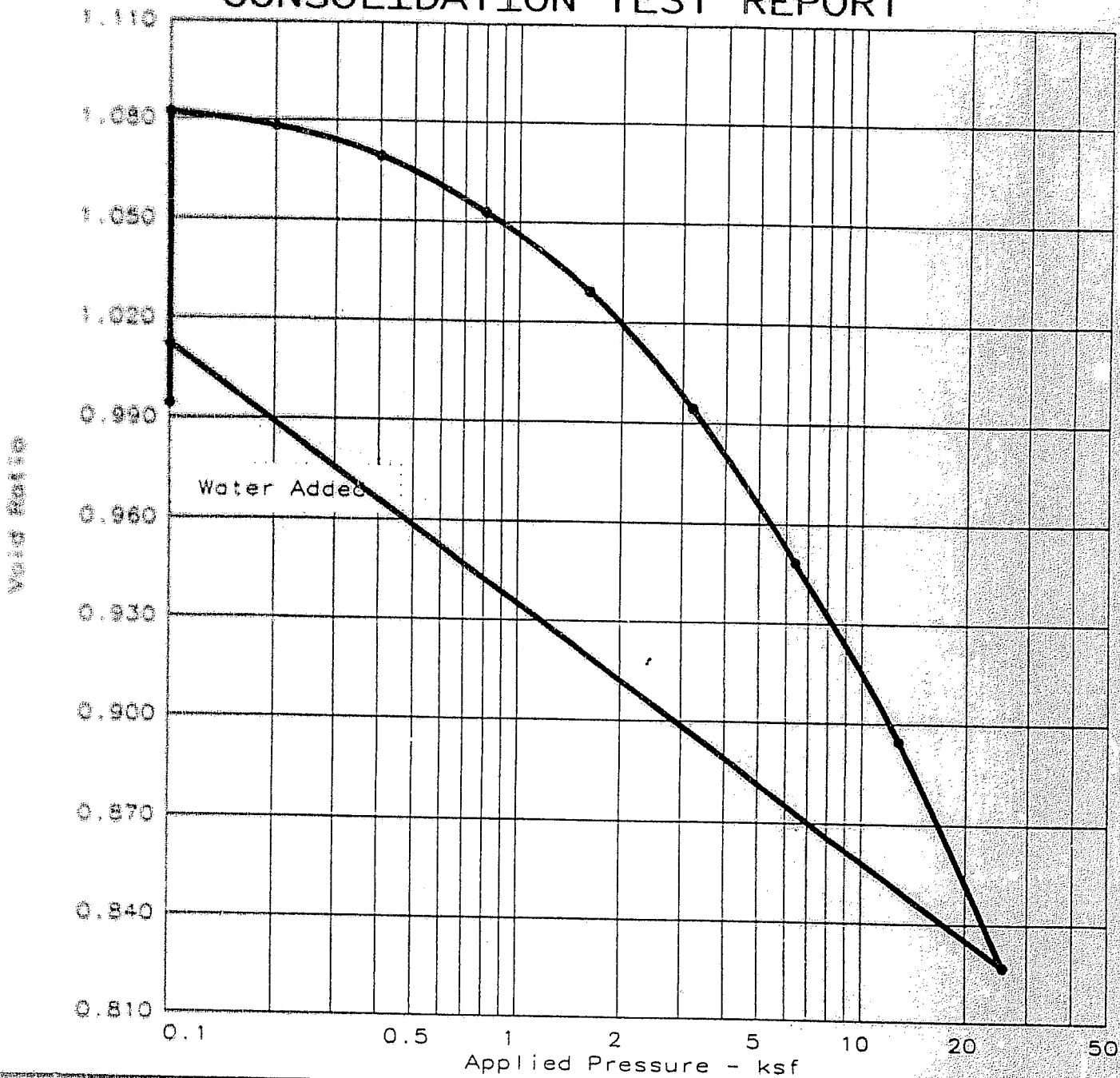
SAMPLE LOCATION: BoreHole #11, Sample S11B, Depth 9 to 10.5 Feet

PROJ. NO.: 8398.01 DATE: 23 July 1999

DIRECT SHEAR TEST REPORT

FMG, INC.

# CONSOLIDATION TEST REPORT




| Swell press. | Nat. Sat. | Nat. Moist. | Dry Dens. (pcf) | LL | PI | Sp.Gr. | Precons. (ksf) | $C_c$ | $e_o$ |
|---|---|---|---|---|---|---|---|---|---|
| 3.2 | 87.0 % | 34.6 % | 80.6 | 79 | 46 | 2.650 | 12.20 | 0.23 | 1.0532 |

## TEST RESULTS

Percent swell = 4.3

Project No.: 8398.01
Project: WAPA Power Transmission Line @Pierre,SD
Location: Bore Hole #1, Sample S1D, Depth 20 to 21 Feet - Ash Substation
Date: 26 July 1999

CONSOLIDATION TEST REPORT

FMG, INC.

## MATERIAL DESCRIPTION

Fat Clay, Dark Olive, Wet, High Plasticity

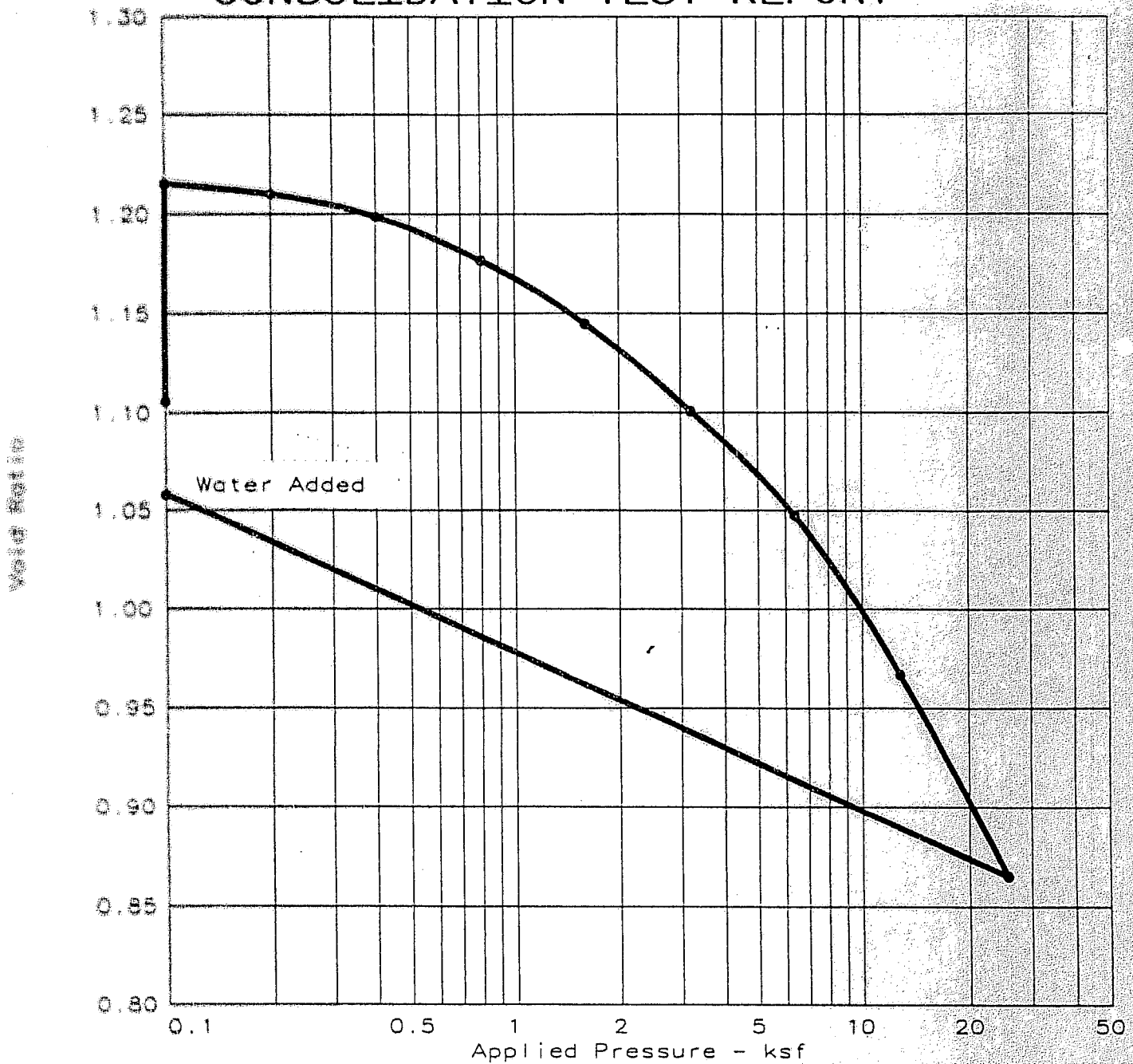
Class: CH

Remarks:

The sample was obtained by the FMG Drill Crew & returned to FMG Lab for testing. Undisturbed Test-ASTM D2435 & D4546

Fig. No. 27

# CONSOLIDATION TEST REPORT




| Swell press. | Nat. Sat. | Nat. Moist. | Dry Dens. (pcf) | LL | PI | Sp.Gr. | Precons. (ksf) | $C_c$ | $e_o$ |
|---|---|---|---|---|---|---|---|---|---|
| 2.98 | 76.9 % | 33.8 % | 76.4 | 88 | 56 | 2.650 | 8.20 | 0.34 | 1.1649 |

## TEST RESULTS

Percent swell = 5.0

Project No.: 8398.01
Project: WAPA Power Transmission Line @Pierre,SD
Location: Bore Hole#12, Sample S12A, Depth 3 to 4.5 Feet - North Power Line
Date: 26 July 1999

CONSOLIDATION TEST REPORT

FMG, INC.

## MATERIAL DESCRIPTION

Fat Clay, Olive, Moist, High Plasticity, Hard

Class: CH

Remarks:

The sample was obtained by the FMG Drill Crew & returned to FMG Lab for testing. Undisturbed Test-ASTM D2435 & D4546

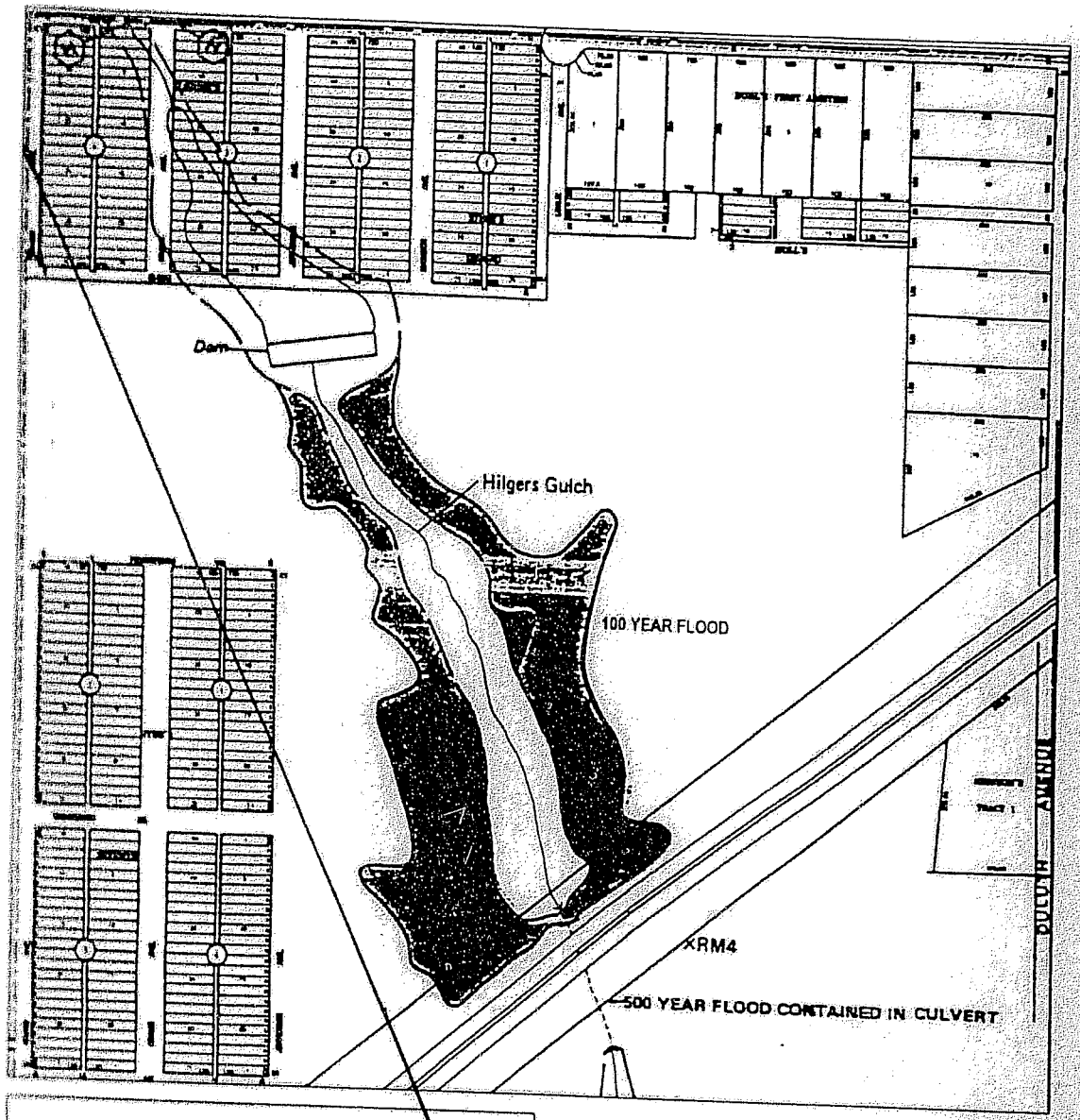
Fig. No. 28

**Item 13:**

On Exhibit 9.2 in Chapter 9, please include the location of the proposed line.

***Response to Item 13:***

See the attached revised Exhibit 9.2.




KEY TO MAP

100-Year Flood Boundary
100-Year Flood Boundary
FLOODWAY FRINGE
FLOODWAY
100-Year Flood Boundary
100-Year Flood Boundary
Approximate 100-Year Flood Boundary
Cross Section Line
Elevation Reference Mark
River Mile

RM7
M1.5

**Proposed Route for the City of Pierre 115kV Transmission Line Ash to Oahe-Pierre**

**EXHIBIT 9.2**

POWER ENGINEERS
3940 Glenbrook Dr., Hailey, Idaho 83333

**Item 14:**

Chapter 11 mentions usage of a county approved soil erosion and sediment control plan. Indicate on a map, areas where construction occurs in the vicinity of gulches, ponds, and drainages. Please provide a copy of the plan indicating what soil erosion and sediment control measures will be used during construction.

***Response to Item 14:***

See attached copy of letter to Hughes County Soil Conservation District, and the District's subsequent response to that letter.

COPY

POWER ENGINEERS

September 25, 2000

Keith Harner
Hughes County Conservation District
316 S. Coteau
Suite 103
Pierre, SD 57501

Subject: 120522-04 City of Pierre 115kV Transmission Line
Erosion and Sedimentation Control

Dear Mr. Harner:

~~The City of Pierre is proposing to construct approximately 4.8 miles of 115kV transmission line.~~ Following is an excerpt from the project application before the South Dakota Public Utilities Commission.

> The City of Pierre, which operates its electric utility, pursuant to the provisions of SDCL 49-41B and in accordance with the rules of the South Dakota Public Utilities Commission (Chapter 20:10:22-Energy Facility Siting Rules), does hereby respectfully apply for a permit to construct transmission facilities as defined at SDCL 49-41B-2(9)(b). These facilities consist of approximately 4.03 miles of new 115,000-volt (115kV) electric transmission line and associated terminal facilities between the City's Ash Substation and the Western Area Power Administration Oahe-Pierre 115kV line. In addition, a 0.80 mile segment of the City's Ash to Evans 115kV transmission line would be relocated to a new route and constructed on new structures. The portion of the existing Ash to Evans line that would be replaced would be removed. The construction of these two lines represents the same project since the relocation of the existing Ash to Evans transmission line is required to allow tying the new loop into the Ash Substation. Both transmission lines are located in Hughes County, South Dakota. (See enclosed map.)

The purpose of this letter is to inquire about the need to develop and implement a project erosion and sedimentation control plan. We have stated within the PUC application that such a plan would be provided. However, a recent telephone conversation with Lowell Neski of your office indicates that such a plan may not be necessary. The rationale for this is based upon the relatively low level of construction impact anticipated. The following narrative describes the existing project area relative to vegetation and water resources, and anticipated project impacts upon those resources.

HLY 24-038

## Vegetation

The City's proposed transmission project crosses rangeland, small areas of prairie community, pastures and croplands. No upland forest or forested wetlands or other ecologically unique or sensitive communities, occur in or along the right of way. As a result, impacts associated with the construction and maintenance of the City's proposed transmission project on vegetation resources will be minor and insignificant. Vegetation clearing will be restricted to the immediate structure location, and will result in approximately 0.01 acres of disturbance at each location. The total disturbed area for all structure locations (approximately 32) will be approximately 0.40 acres

Due to the low growth of the native vegetation and presence of pastures and croplands, no herbicides will be required for right of way maintenance.

## Water Resources

The City's proposed transmission project will cross one intermittent drainage between the Ash Substation and Fourth Street, and the Ash to Oahe-Pierre transmission line will cross a second intermittent drainage west of Highway 1804. Structures will not be placed within or in the immediate vicinity of these drainages, dry gulches or stock watering ponds. Seasonal water resources will be spanned by the transmission line. Two crossings of the upper reaches of Hilger's Gulch will be required for construction and maintenance. Existing roads will be used to gain access to the right of way. No new roads will be constructed, as all travel along the right of way will be cross-country from structure to structure. Vertical travel across contours into and out of drainages will not be allowed.

The relocation of the southern segment of the existing Ash to Evans transmission line to an alignment located to the west of the current location will, in fact, reduce existing impacts on Hilger's Pond. The existing Ash to Evans transmission structures in the vicinity of the pond and the conductors and shield wires currently crossing the upper reaches of this pond will be removed. The rebuilt segment of this transmission line will be located approximately 1,000 feet west of Hilger's Pond.

The construction, operation and maintenance of this project will not impact groundwater resources. No excavation or dewatering of hydrological features will be required.

## Floodplains and Wetlands

The City's proposed transmission lines will not cross any designated floodplain. As a result, construction and operation of the transmission lines will not be affected by flooding, nor would the project alter the hydrologic characteristics and storage potential of local floodplains.

The proposed transmission project will cross two small wetland areas. Both lines will cross a narrow zone of jurisdictional wetlands located east of Fourth Street along the intermittent Hilger's Gulch drainage. These wetlands are currently crossed by the existing Ash to Evans transmission line. The Ash to Oahe-Pierre transmission line will also cross a narrow zone of jurisdictional wetlands along a small, intermittent drainage west of Highway 1804.

Jurisdictional wetland areas within the right of way will be spanned, and no transmission line structures will be placed within the wetlands or their buffer areas. Construction and operation of the transmission project will require crossing two small jurisdictional wetlands in the upper reaches of Hilger's Gulch. These crossings, each approximately one hundred feet long, will be designed to mitigate impacts to the wetland environments. That design will include sloping the banks of the gulch, and the placement of geo-textile matting and/or rock to stabilize the banks and bed of the gulch. All upgradient construction areas will be surrounded by silt fences and staked hay bales, as appropriate, to avoid secondary wetland impacts due to siltation or sedimentation. Little, if any, impacts to wetlands are anticipated as a result of this project.

I understand that the District's Board meets on October 5. The South Dakota Public Utilities Commission has requested the City provide an erosion and sedimentation control plan to them by October 4. As a result of that one day timing difference, this letter will also be submitted to the PUC in lieu of such plan. Therefore, please forward your Board's decision to either exempt the City from such plan, or require one to be developed to both the undersigned and the City. The City's c contact is: City of Pierre Public Works, c/o Mr. Todd Chambers, P.O. Box 1253, 222E, Dakota Pierre, SD 57501.

If questions arise about this request, please call me at (208) 788-0437, or E-mail to frowland@powereng.com.

Sincerely,
POWER Engineers, Inc.

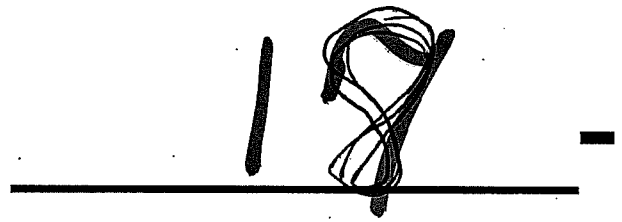
Frank Rowland

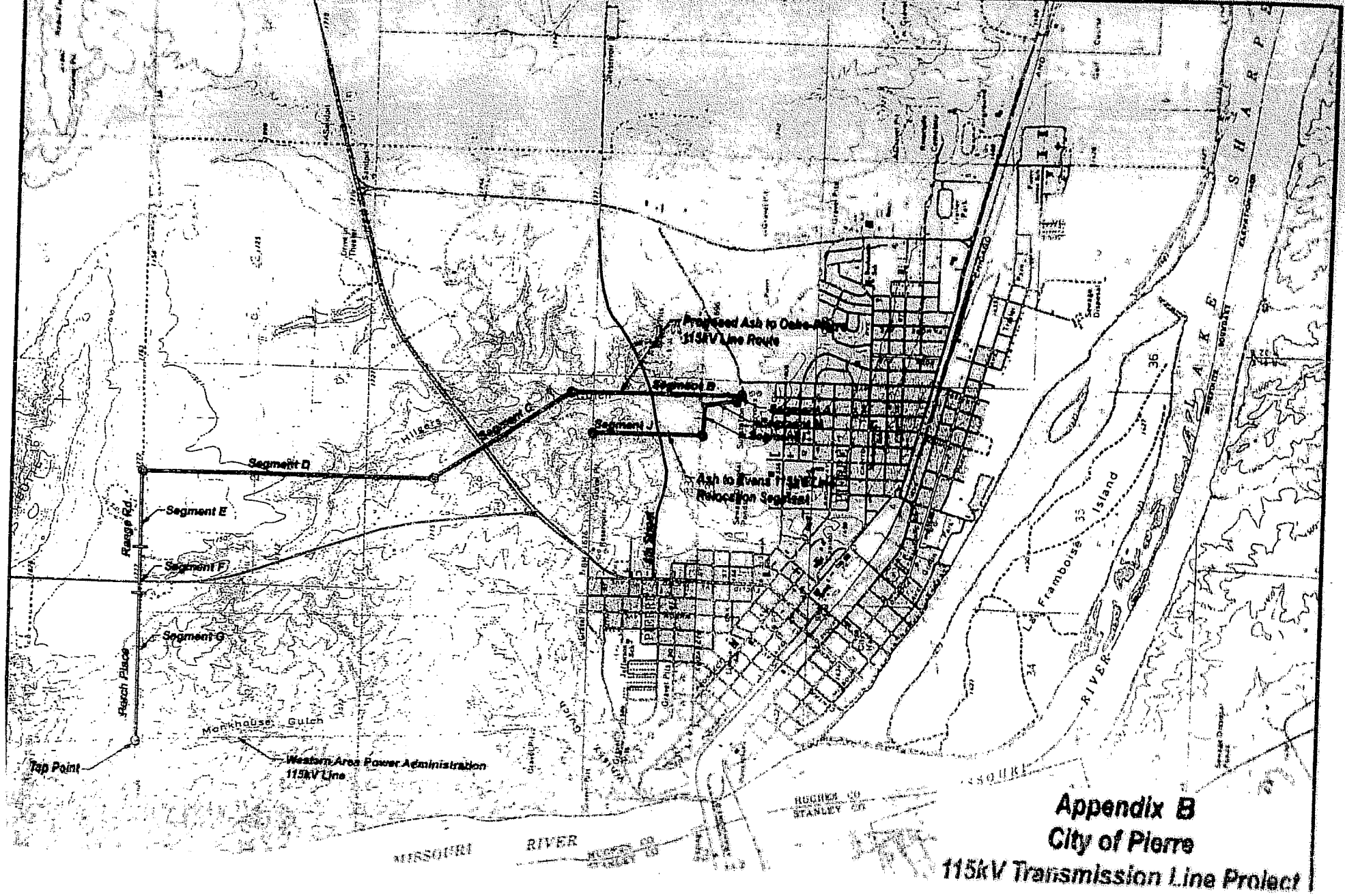
FR/lk
Enclosure(s)
Sent Via: FedEx
cc: Todd Chambers
Les Hinzman (Power)
File

HLY 24-638

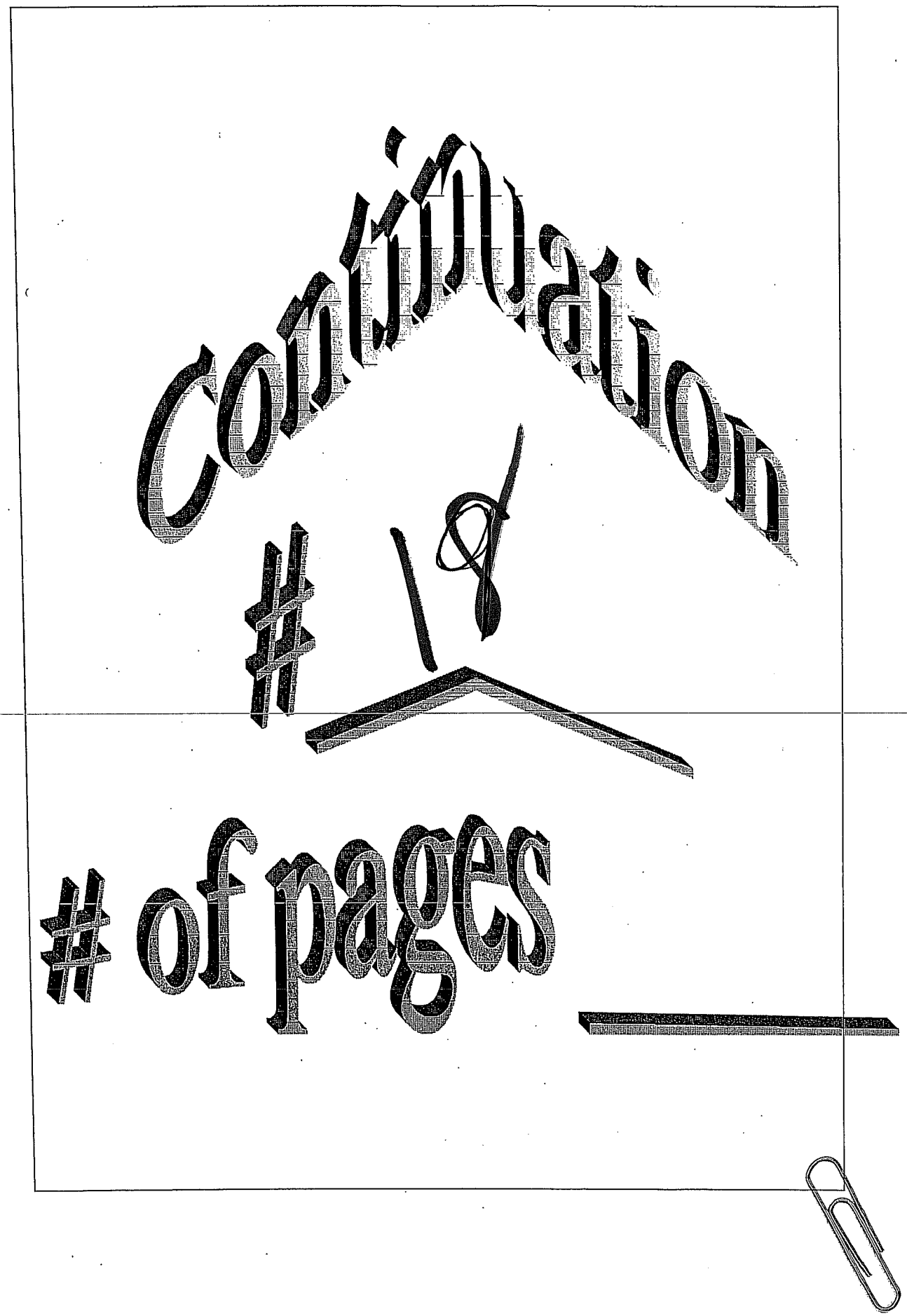
POWER ENGINEERS

# CONTINUATION






**Appendix B**
**City of Pierre**
**115kV Transmission Line Project**


continuation
# 18
# of pages

HUGHES COUNTY
CONSERVATION
DISTRICT

RECEIVED
OCT - 2 2000

316 SOUTH COTEAU, Suite #103
PIERRE, SD 57501
Phone 224-1694 Ext. 3

September 27, 2000

Frank Rowland
Power Engineers Inc.
3940 Glenbrook Drive
PO Box 1066
Hailey, ID 83333

COPY

Mr. Rowland,

This letter is in response to your correspondence dated September 25, 2000, concerning the need for a sediment and erosion control plan for the construction of a 115kV transmission line in the Hilgers Gulch area north of the City of Pierre.

Your description of the proposed activity indicates that soil disturbance will be approximately 0.01 acres per site which is considerably less than the 40,000 square feet minimum stated in the Hughes County Sediment and Erosion Control standard. Therefore, no erosion and sediment control plan is needed to meet local ordinances.

The Sediment and Erosion Control Standards for Hughes County state in Section 5, "Under this ordinance only those non-agricultural land disturbing activities that are required to report their activities will be required to file a certificate of intent to adhere to local soil loss standards. Those activities that presently are not required to obtain a permit or otherwise report their activities must carry out their activities in a manner that will not result in excessive erosion or sedimentation. A complete erosion and sediment plan is required to be filed with the permit issuing authority if the land being platted is in an area considered a high hazard erosion area and/or the area disturbed during the construction exceeds 40,000 square feet."

Should the construction of this project increase in scope to encompass greater land area than stated in your letter or should there be an erosion or sediment damage complaint filed with the conservation district as a result of your activities, a formal field review shall be made by the conservation board and a plan may be required as a result of that review.

Sincerely,

Keith Harner
Chairman

Cc Lowell Noeske, NRCS, Pierre
Todd Chambers, City of Pierre Public Works, PO Box 1253, 222 East Dakota, Pierre, SD 57501

**Item 15:**

Chapter 12, item 1, page 29 is incomplete. Please refer to ARSD 20:10:22:18 (1) and provide a map drawn to scale of the siting area and transmission site identifying existing land uses according to the classification system.

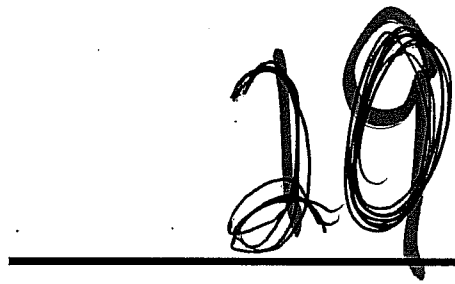
***Response to Item 15:***

See attached maps taken directly from the "City of Pierre, South Dakota Comprehensive Master Plan", and "Hughes County, South Dakota Comprehensive Master Plan." Please note that these maps have no scale.

Appendix E, sub-section 3.9 "Land Uses and Land Use Plans" reads as follows:
"Existing land uses in the project area consist primarily of undeveloped lands and agricultural. Single-family residential developments occur in the vicinity of the Ash Substation, with non-agricultural rural residential and some limited recreational in the Hughes County portion of the project (e.g., the firing ranges and Oahe Rodeo Arena along Range Road). No public or institutional uses such as schools, religious uses or hospitals, occur in the project area. Existing land uses in the project area are shown in Exhibits 5.2 through 5.8.

The City's proposal is consistent with the existing City of Pierre and Hughes County land use plans. Within city limits, the proposed Ash to Evans and Ash to Oahe-Pierre right of way segments are located on lands classified as undeveloped. Within the county, the Ash to Oahe-Pierre right of way crosses lands classified as agricultural or follows existing road and utility right of ways."

# CONTINUATION



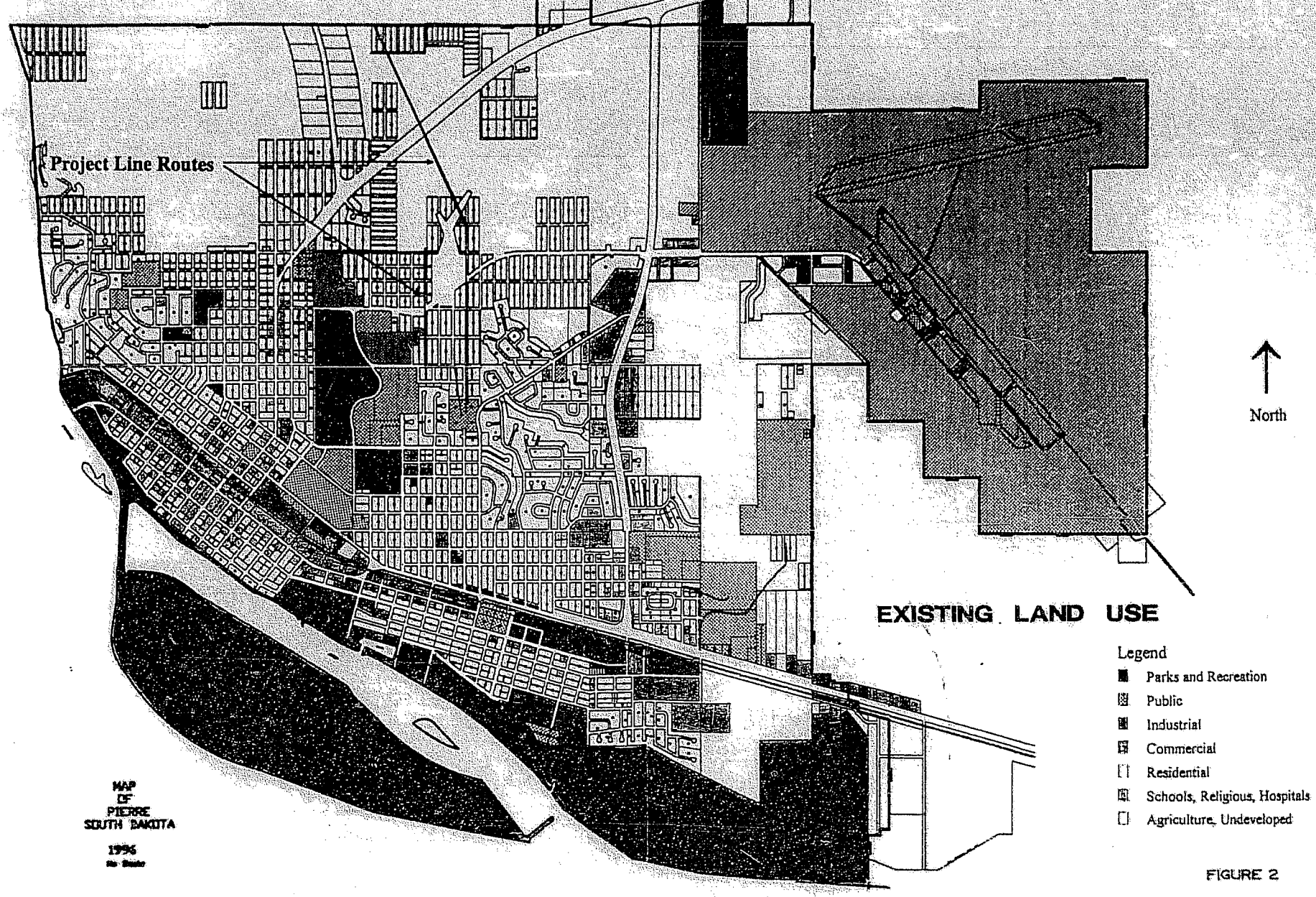

Project Line Routes
North
EXISTING LAND USE
Legend
Parks and Recreation
Public
Industrial
Commercial
Residential
Schools, Religious, Hospitals
Agriculture, Undeveloped
MAP
OF
PIERRE
SOUTH DAKOTA
1996

FIGURE 2

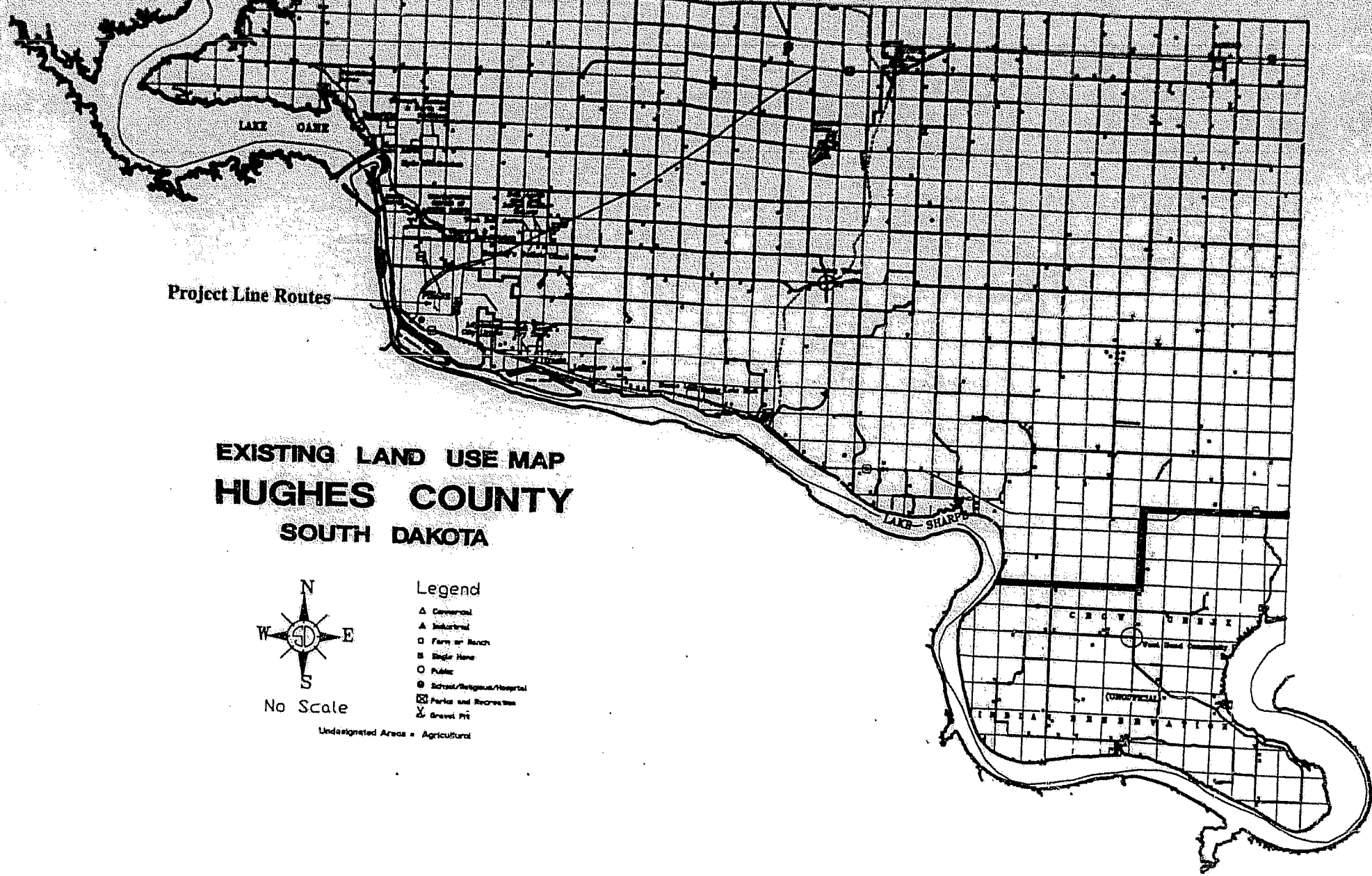
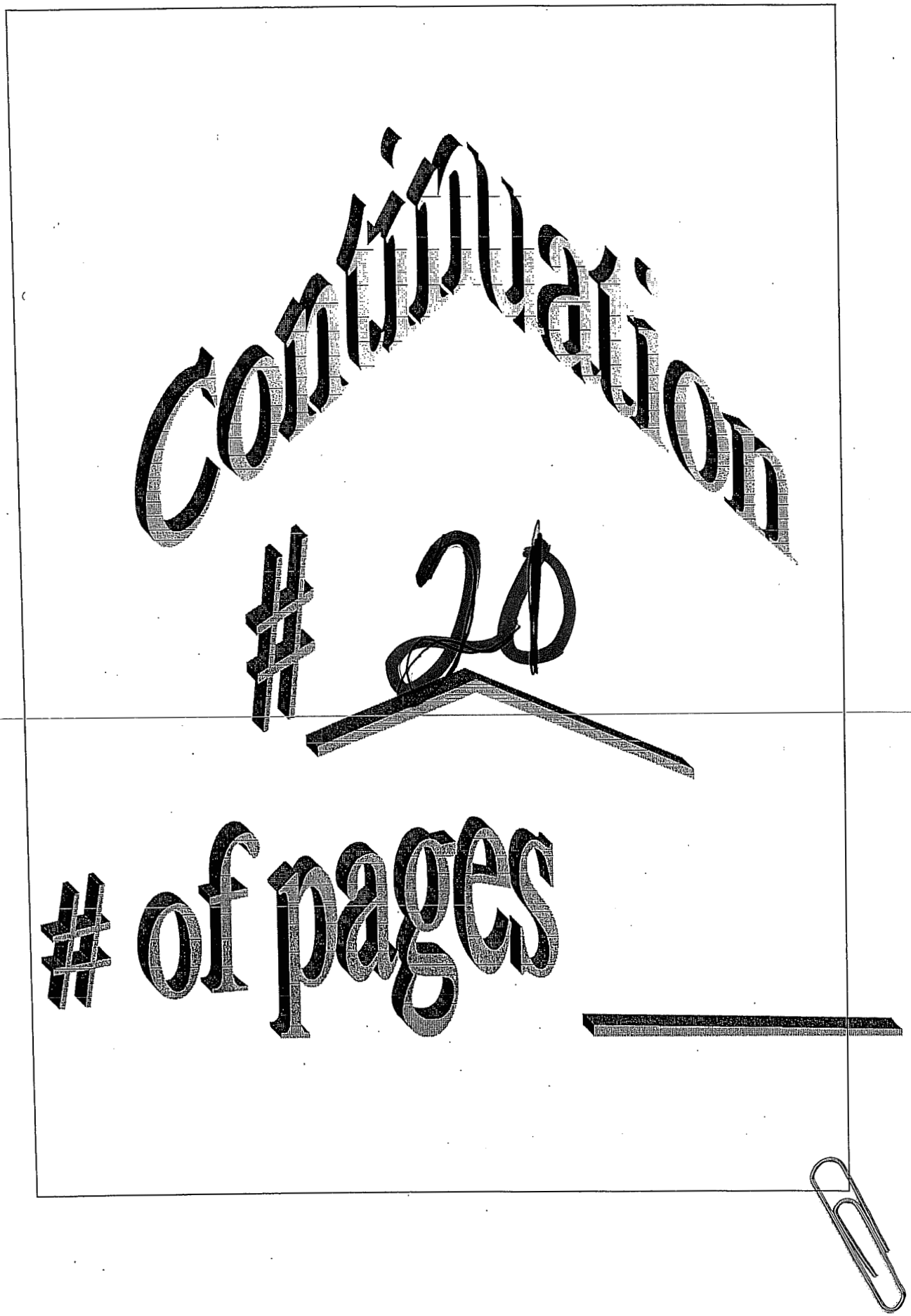

LAKE OAHE
Project Line Routes
LAKE SHARPS
EXISTING LAND USE MAP
HUGHES COUNTY
SOUTH DAKOTA
N
W
E
S
No Scale
Legend
Undesignated Areas = Agricultural

FIGURE 2


Confirmation
# 20
# of pages

## Item 16:

Chapter 16 includes a time schedule with a start date that has already passed. Keeping in mind the construction permit approval time schedule, please provide an updated schedule with estimated construction start date and completion dates.

### *Response to Item 16:*

Due to the long lead times required for the delivery of steel poles and the lack of a construction window during the hot summer months, it is reasonable to believe that the construction schedule has slipped one year. That would show construction beginning in the Fall of 2001.

**Item 17:**

Have all the easement agreements required for this project been successfully negotiated? Provide a copy of each easement agreement the City of Pierre has negotiated for this project.

***Response to Item 17:***

The proposed project would require 32 easements across property owned by 20 separate landowners, including three City-owned parcels. To-date the City has secured easement agreements with 15 landowners for 24 parcels. Note that two landowners own quarter interests only in four parcels for which the other owners have not settled. See attached copies of easement agreements.

#11741

STATE OF SOUTH DAKOTA } ss.
County of Hughes }

Filed for record this 22 day of Sept, 2000
3:30 o'clock P M., and recorded on Disk 1C
#11741

Register of Deeds Deputy

Fee $16.00 pd



HUGHES COUNTY SEAL SOUTH DAKOTA

City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$,2,204.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 1 - 24, Block 7, Hyde's Fourth Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The West 37.50 feet of Lots 1 - 24, Block 7, Hyde's Fourth Addition to the City of Pierre, South Dakota.

Said strip of land contains 0.491 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$2,154.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, ~~19~~ 2000

Signature _____

Signature Barbara K Spears

_____

_____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January, ~~19~~ 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

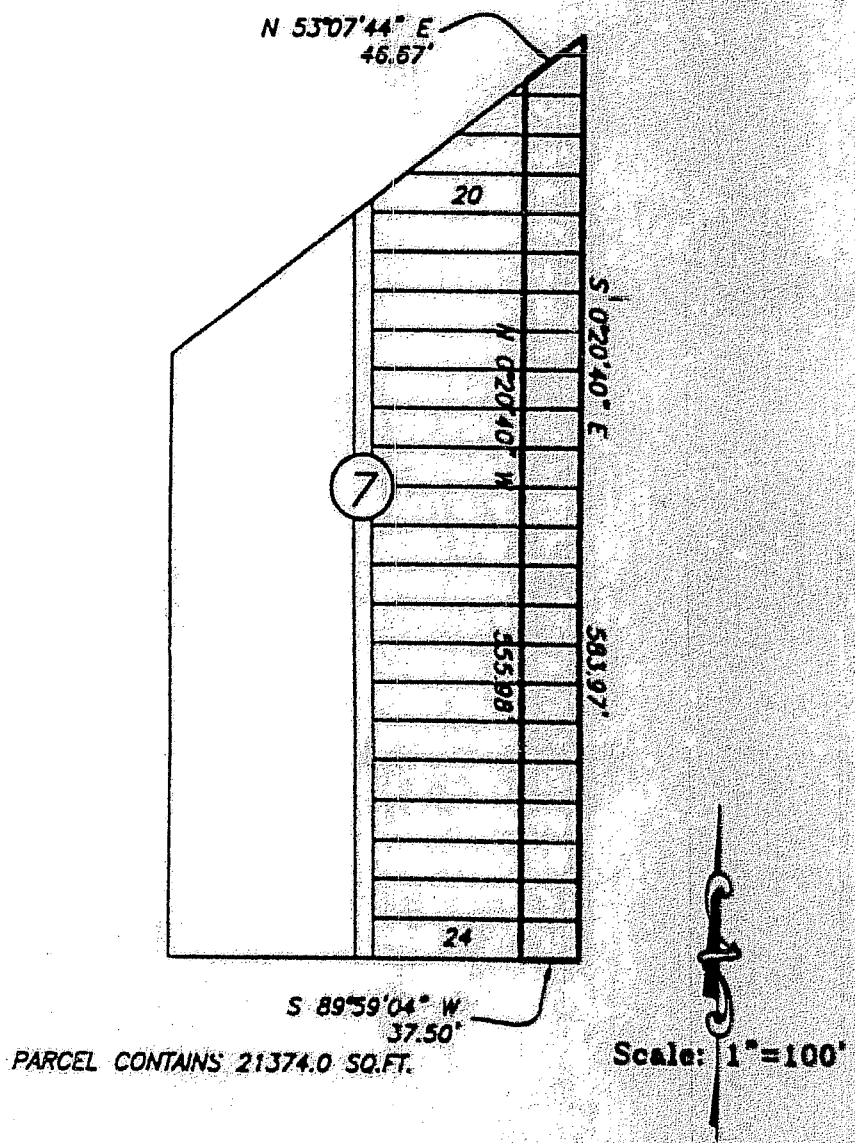
WITNESS my hand and notarial seal the date above written.

William D Spears
Notary Public – South Dakota

My commission expires: 9/16/00
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

## LOTS 1–24, BLOCK 7
## HYDE'S FOURTH ADDITION
## PIERRE, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September 2000.

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen 4424
Registered Land Surveyor

SPEARS

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

County of Hughes } ss.
Filed for record this 22 day of Sept. 2000
3:30 o'clock PM., and recorded on Disk 1C
#11742
Register of Deeds Deputy

Fee $16.00 pd



City of Pierre
EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$2,090.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 25 - 48, except Lot H-1, Block 5, Hyde's Fourth Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The West 35.40 feet of Lots 25 - 48, except Lot H-1, Block 5, Hyde's Fourth Addition to the City of Pierre, South Dakota.

Said strip of land contains 0.465 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$2,040.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, 2000

Signature _____ Signature Barbara K Spears

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of Jan. 2000 before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

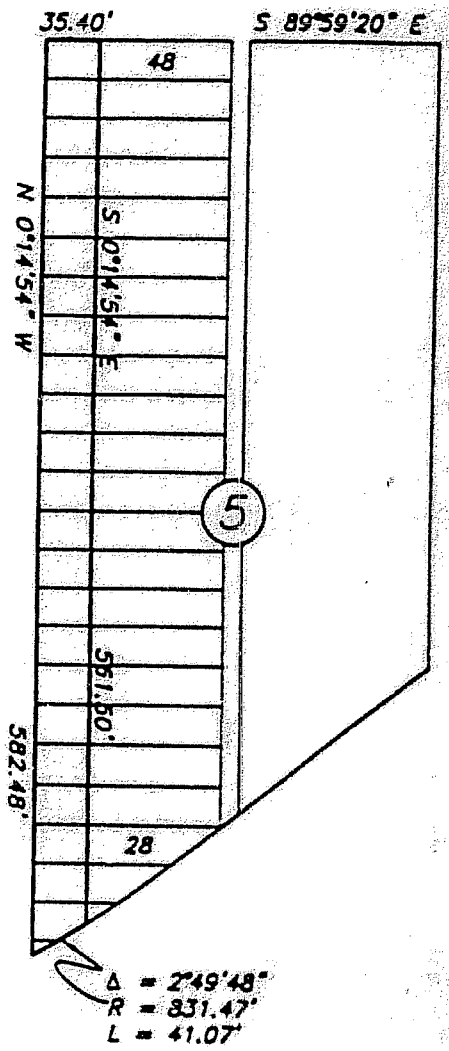
WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

My commission expires: 9/16/05
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

LOTS 25-48, EXC. LOT H-1, BLK. 5
HYDE'S FOURTH ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS
20248.3 SQ. FT.

Scale: 1"=100'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of September 1982.

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor 4424

SPEARS

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

County of Hughes )
Filed for record this 22 day of Sept. 2000
3:30 o'clock P.M., and recorded on Disk 1C
#11743
Register of Deeds Deputy

Fee $16.00 pd



City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$2,1200.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 25 - 48, Block 4, Hyde's Fourth Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The West 34.40 feet of Lots 25 - 48, Block 4, Hyde's Fourth Addition to the City of Pierre, South Dakota.

Said strip of land contains 0.472 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$2,070.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

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Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 25th day of January, ~~19~~ 2000.

Signature _____

Signature Barbara K Spears

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 25th day of January, ~~19~~ 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

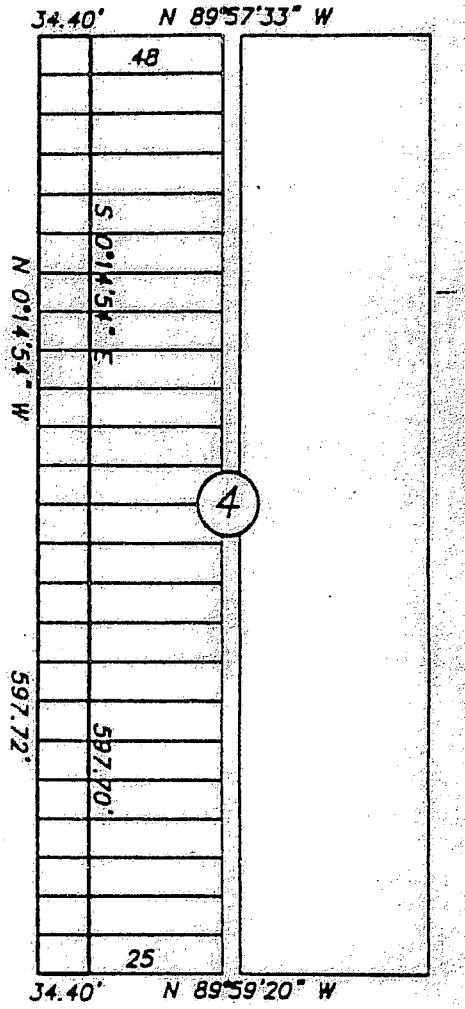
William D Fosheim
Notary Public – South Dakota

My commission expires: 9/16/00
(SEAL)

**Document prepared by:**
**Todd Chambers – City Engineer**
**City of Pierre**
**222 East Dakota – PO Box 1253**
**Pierre, South Dakota 57501-1253**

EXHIBIT "A"

LOTS 25–48, BLOCK 4
HYDE'S FOURTH ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS
20561.3 SQ. FT.

Scale: 1"=100'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 2nd day of September

REGISTERED LAND SURVEYOR
REG. NO.
4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor 4424

CITY OF PIERRE ASH SUBSTATIO
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

SPEARS

POWER ENGINEERS

2 OF 2

#11744

STATE OF SOUTH DAKOTA } ss.
County of Hughes }
Filed for record this 22 day of Sept. 2000
3:30 o'clock P.M., and recorded on Disk 1C
#11744

Register of Deeds Deputy

Fee $16.00



City of Pierre
EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$945.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 25 - 48,except Lot H-1 in Lots 47 & 48, Block 4, Chas. L. Hyde's Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The West 30.1 feet of Lots 25 - 48, except Lot H-1 in Lots 47 & 48, Block 4, Chas. L. Hyde's Addition to the City of Pierre, South Dakota.

Said strip of land contains 0.204 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$895.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, 2000

Signature _____ Signature Barbara K Spears

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January, 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

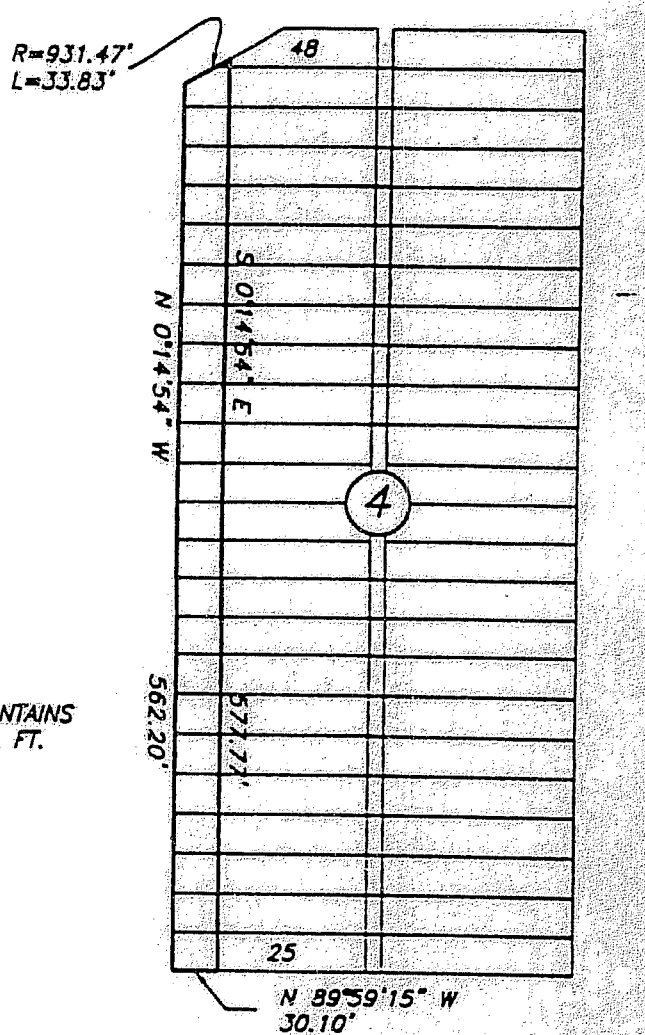
Notary Public – South Dakota

My commission expires: 9/16/00
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

LOTS 25-48, BLOCK 4
CHAS L. HYDE'S ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS
8884.1 SQ. FT.

Scale: 1"=100'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September, 2000.

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

NELSON

POWER ENGINEERS

2 OF 2

STATE OF SOUTH DAKOTA } ss.
County of Hughes

#11745

Filed for record this 22 day of Sept. 2000
3:30 o'clock P M., and recorded on Disk 1C
#11745
Register of Deeds Deputy

Fee $16.00 pd

HUGHES COUNTY SEAL SOUTH DAKOTA


Record Number 8527
8528
8529

City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$177.50**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 17 & 18, Block 7, Chas. L. Hyde's Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The East 25.5 feet of Lots 17 & 18, Block 7, Chas. L. Hyde's Addition to the City of Pierre, South Dakota.

Said strip of land contains 0.029 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$127.50** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, 19 2000

Signature _____ Signature Barbara K Spears

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

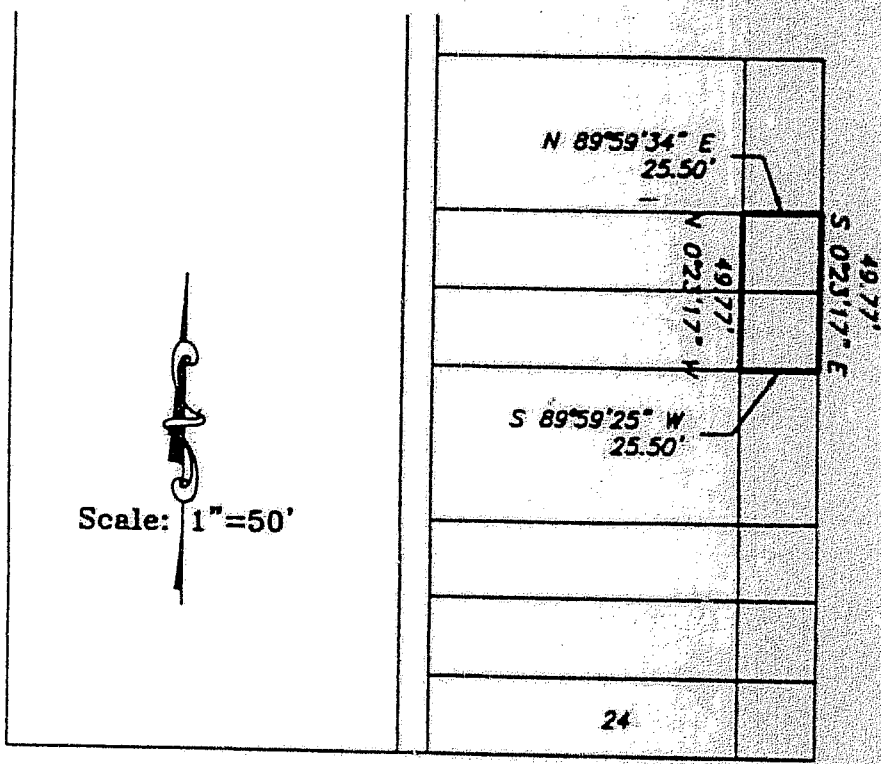
WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

My commission expires: 9/16/00
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

# LOTS 17 & 18, BLOCK 7
# CHAS L. HYDE'S ADDITION
# PIERRE, SOUTH DAKOTA




PARCEL CONTAINS 1269.2 SQ. FT.

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS THEREOF, I hereunto set my hand and seal this 22nd day of September 1999.

REGISTERED LAND SURVEYOR
4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor 4424

SPEARS

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

Filed for record this 22 day of Sept. 2000
3:30 o'clock P.M., and recorded on Disk 1C
#11746

Register of Deeds Deputy

Fee $16.00 pd



City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

7.511B

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$1,497.50**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 1-24, Block 2, Chas. L. Hyde's Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The East 25 feet of Lots 1-24, Block 2, Chas. L. Hyde's Addition to the City of Pierre, South Dakota.

Said strip of land contains 0.330 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$1,447.50** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, 2006

Signature

Signature Barbara K Spears

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

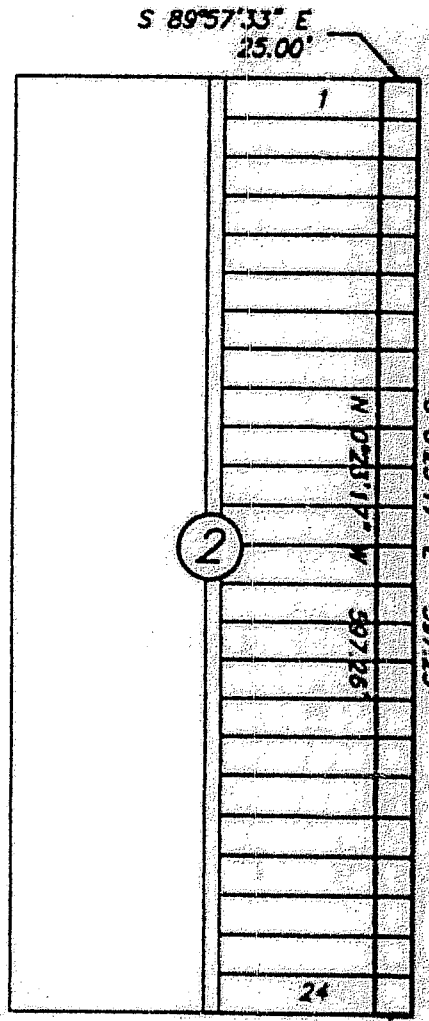
WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

My commission expires: 9/16/10
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

LOTS 1–24, BLOCK 2
CHAS. L. HYDE'S ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS
14391.3 Sq. Ft.

Scale: 1"=100'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 2nd day of September 2004.

Robert J. Thielen
Registered Land Surveyor No. 4424

STEVENS LAND SURVEYING REG. NO. 4424 ROBERT J. THIELEN SOUTH DAKOTA

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

SPEARS

POWER ENGINEERS

2 OF 2

County of Hughes )

Filed for record this 22nd day of Sept. 2000

3:30 o'clock P M., and recorded on Disk 1C

#11747

Register of Deeds Deputy

HUGHES COUNTY SEAL SOUTH DAKOTA



Fee $16.00 pd

City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$1,955.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 1-24, Block 7, Ervin's Fairview Addition to Pierre, Hughes County, South Dakota.

**Further described as:**

The East 31.60 feet of Lots 1-24, Block 7, Ervin's Fairview Addition to Pierre

Said strip of land contains 0.434 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$1,905.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, ~~19~~ 2010

Signature _____

Signature Barbara K Spears

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January, ~~19~~ 2010, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

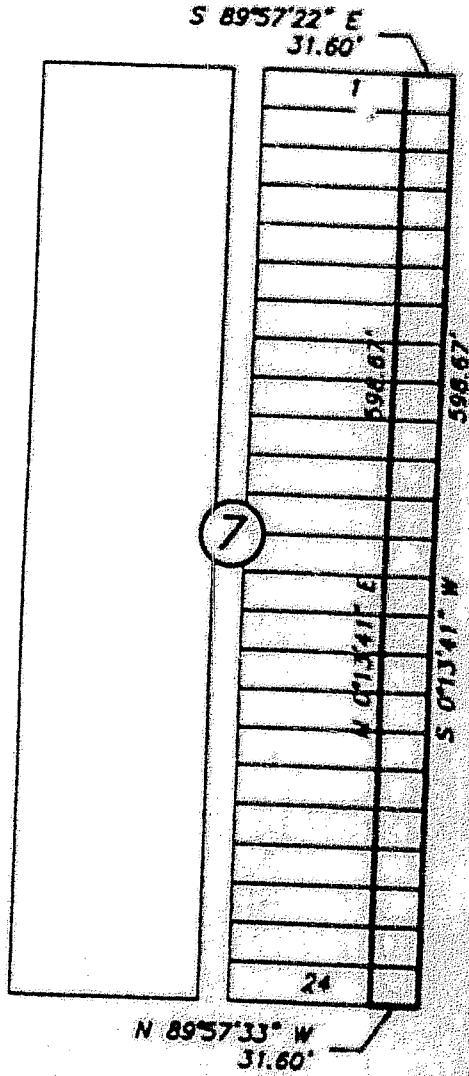
Notary Public South Dakota

My commission expires: 9/16/10
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

# LOTS 1–24, BLOCK 7
# ERVIN'S FAIRVIEW ADDITION
# PIERRE, SOUTH DAKOTA




PARCEL CONTAINS 18918.1 SQ. FT.

Scale: 1"=100'

## SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 2nd day of September 19 82.

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen, Registered Land Surveyor 4424

CITY OF PIERRE ASH SUBST
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

SPEARS

2 OF

County of Hughes } ss. #11748
Filed for record this 22 day of Sept, 2000
3:30 o'clock P M., and recorded on Disk 1C
#11748
Register of Deeds Deputy

Fee $16.00 pd



City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$1,572.50**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 15-24, Block 2, Ervin's Fairview Addition to Pierre, Hughes County, South Dakota.

**Further described as:**

Beginning at the Southeast corner of Lot 24 of said Block 2; thence North 89° 57' 22" West a distance of 62.00 feet; thence North 28° 33' 07" West a distance of 138.53 feet; thence North 0° 12' 21" East a distance of 51.16 feet; thence North 27°17' 13" East a distance of 60.89 feet; thence South 28° 33' 07" East a distance of 209.81 feet; thence South 0° 13' 41" West a distance of 42.71 feet to the Point of Beginning.

Said strip of land contains 0.347 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$1,522.50** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between n/a of address n/a and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, 2000

Signature _____

Signature Barbara K. Spears

_____

_____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January, 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

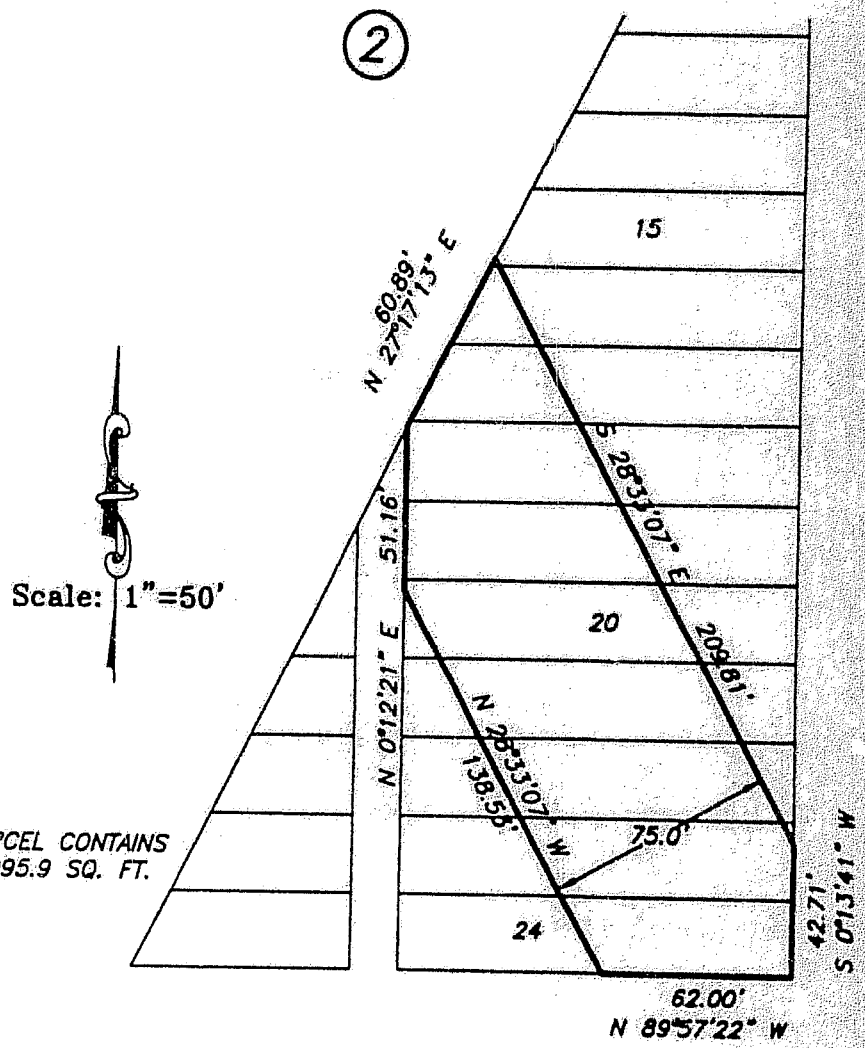
William O'Gorman
Notary Public – South Dakota

My commission expires: 9/16/05
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

**LOTS 15–24, BLOCK 2**
**ERVIN'S FAIRVIEW ADDITION**
**PIERRE, SOUTH DAKOTA**




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of September 2015.

REGISTERED LAND SURVEYOR
4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

Filed for record this 22 day of Sept, 2000
3:30 o'clock P. M., and recorded on Disk 1C
#11749
Register of Deeds Deputy

HUGHES COUNTY SEAL SOUTH DAKOTA



Fee $16.00 pd

City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$765.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A parcel of land across Lots 38-46, Block 2, Ervin's Fairview Addition to Pierre, Hughes County, South Dakota.

**Further described as:**

Commencing at the Northwest corner of Lot 48 of said Block 2; thence South 0° 11' 06" West a distance of 65.87 feet along the West line of said Block 2 to the Point of Beginning; thence South 28°33' 07" East a distance of 144.24 feet; thence South 35°08' 37" West a distance of 83.66 feet; thence North 28° 33' 07" West a distance of 44.53 feet; thence North 0° 11' 06" East a distance of 155.99 feet to the Point of Beginning.

Said strip of land contains 0.163 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$715.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, ~~19~~ 2000.

Signature _____

Signature Barbara K Spears

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January, ~~19~~ 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

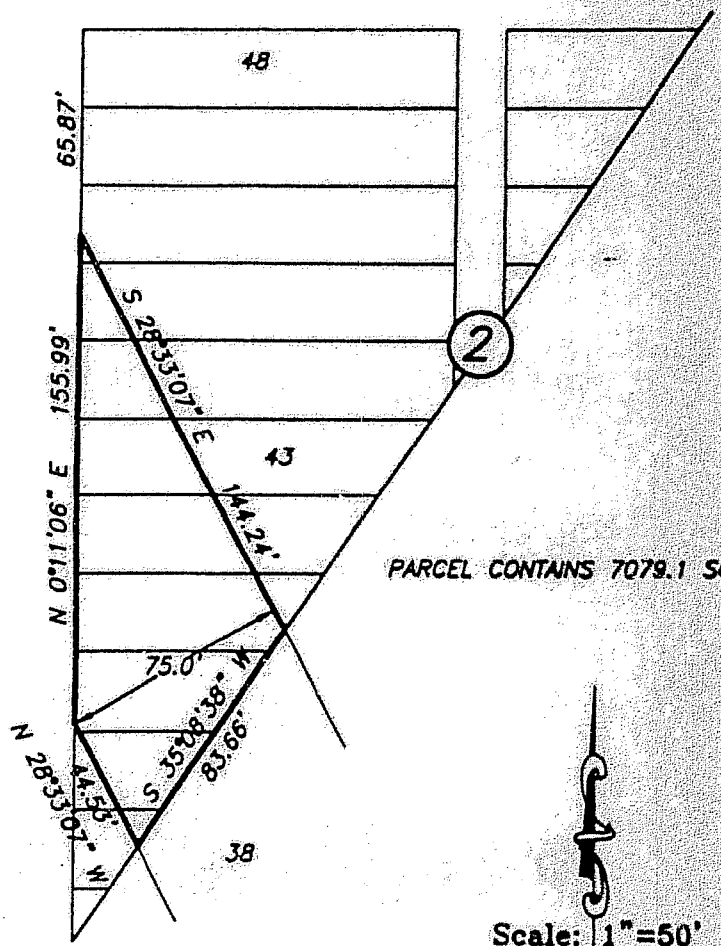
Notary Public – South Dakota

My commission expires: 9/16/00
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

## LOTS 38-46, BLOCK 2
## ERVIN'S FAIRVIEW ADDITION
## PIERRE, SOUTH DAKOTA




PARCEL CONTAINS 7079.1 SQ. FT.

Scale: 1"=50'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF I set my hand and seal this 22nd day of September 1981.

REGISTERED LAND SURVEYOR
REG. NO.
4424
ROBERT J.
THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBST
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

SPEARS

POWER

County of Hughes )

Filed for record this 22 day of Sept. 2000
3:30 o'clock P.M., and recorded on Disk 1C
#11750

Register of Deeds Deputy

Fee $16.00 pd



City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$296.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A parcel of land located in Lots 1-4, Block 3, Ervin's Fairview Addition to Pierre, Hughes County, South Dakota.

**Further described as:**

Beginning at the North east corner of Lot 1 of said Block 3; thence South 0° 11' 06" West a distance of 94.04 feet along the East line of said Block 3; thence North 28° 33' 07" West a distance of 107.11 feet; thence South 89° 57' 01" East a distance of 51.50 feet to the Point of Beginning.

Said strip of land contains 0.056 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$246.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 15th day of January, 2000.

Signature

Signature Barbara K Spears

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 15th day of January, 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

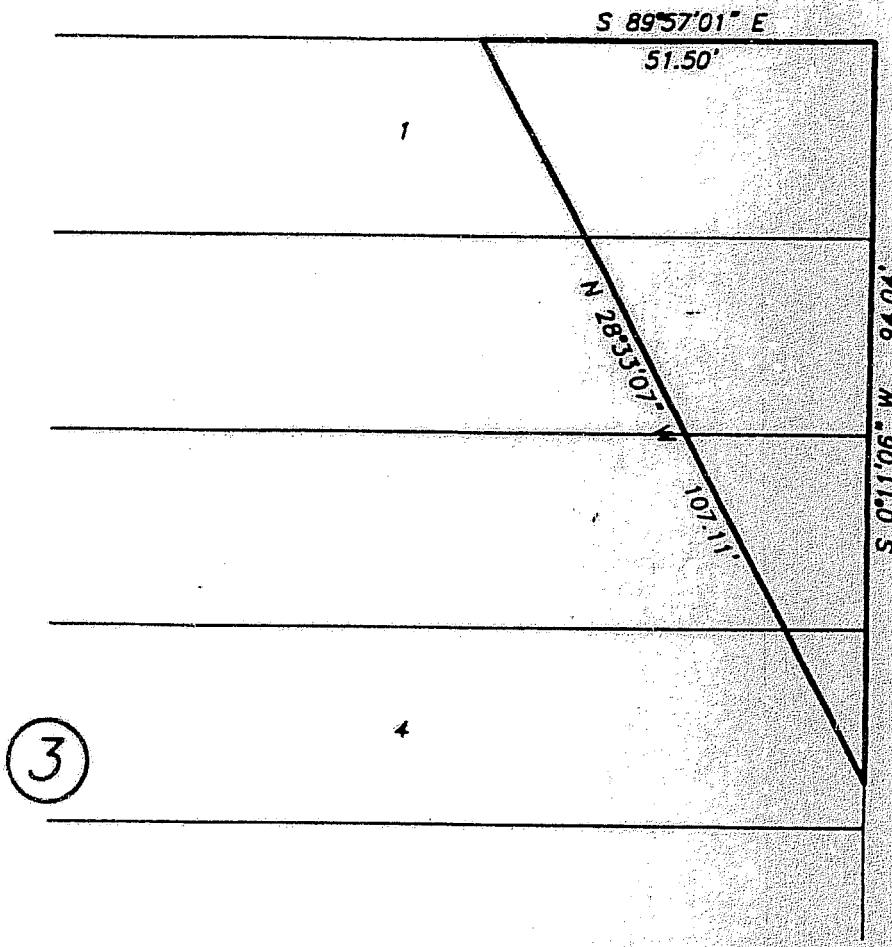
William J Fear
Notary Public – South Dakota

My commission expires: 9/16/00
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

**LOTS 1–4, BLOCK 3**
**ERVIN'S FAIRVIEW ADDITION**
**PIERRE, SOUTH DAKOTA**




PARCEL CONTAINS 2421.3 SQ. FT.

Scale: 1"=

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 2nd day of September

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATIO
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

SPEARS

POWER ENGINEERS

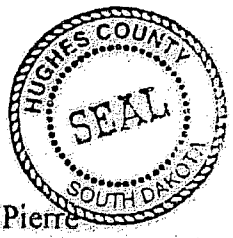
2 OF 2

STATE OF SOUTH DAKOTA } ss.
County of Hughes

Filed for record this 22 day of Sept. 2000
1:30 o'clock p M., and recorded on Disk 1C
#11751

Register of Deeds Deputy

Fee $16.00 pd






City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Barbara K. Spears** (Grantor) of 400 West 5th Street, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$2,738.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 21, Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

Beginning at the center 1/4 corner of said Section 21, thence North 89° 58' 50" East a distance of 42 feet along the East-West 1/4 line, thence South 0° 11' 25" West a distance of 665.05 feet, thence South 89° 58' 40" West a distance of 42 feet, thence North 0° 11' 25" East a distance of 665.05 feet to the Point of Beginning.

Said strip of land contains 0.64 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$2,688.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 5th day of January, ~~19~~ 2000

Signature _____

Signature Barbara K. Spears

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 5th day of January, ~~19~~ 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Barbara K. Spears, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

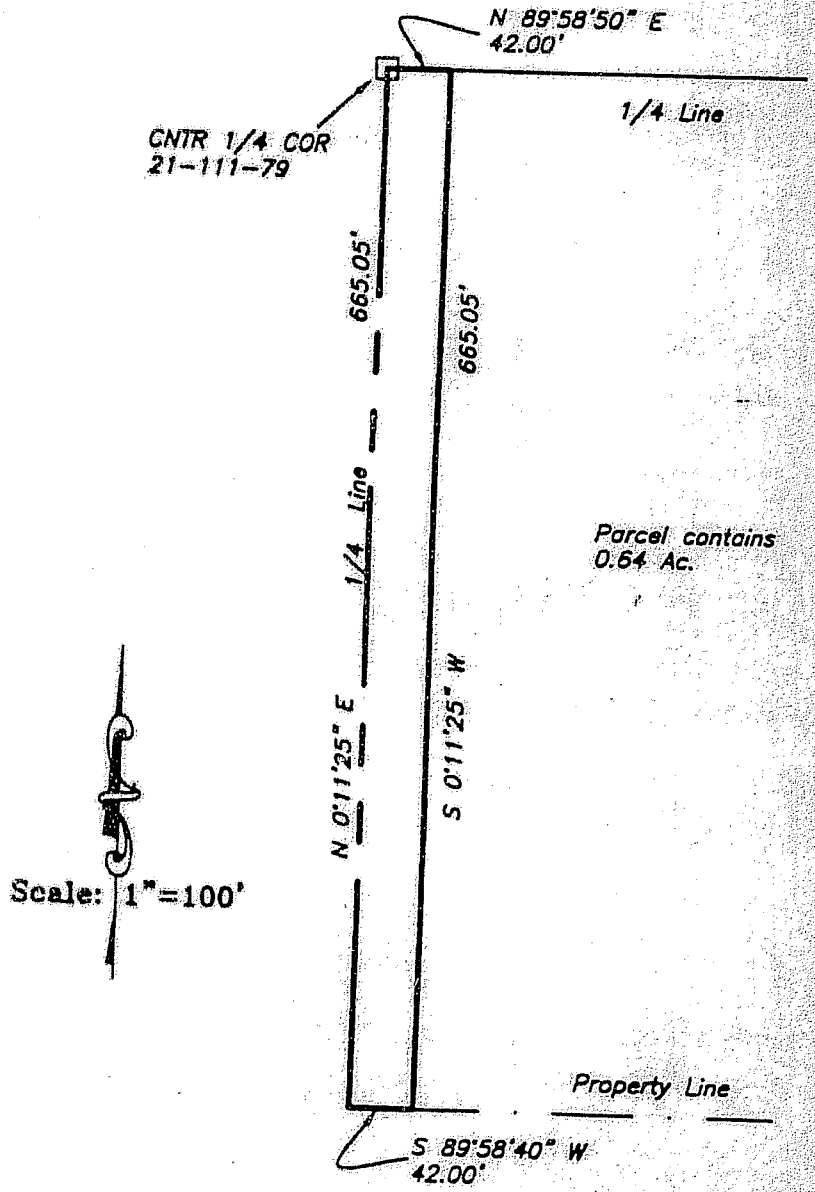
WITNESS my hand and notarial seal the date above written.

William W. Bean
Notary Public – South Dakota

My commission expires: 9/16/00
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

THE NW4NW4SE4
SECTION 21, T111N, R79W
HUGHES COUNTY, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing, and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of September, 2010.

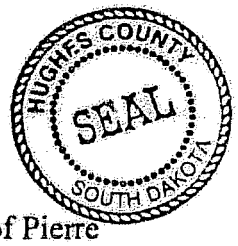
REGISTERED LAND SURVEYOR
4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

STATE OF SOUTH DAKOTA } ss. #11752
County of Hughes }
Filed for record this 22 day of Sept. 2000
1:10 o'clock P.M. and recorded on Disk 1C
#11752
Register of Deeds Deputy






City of Pierre
Fee $16.00 pd

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **First United Metodist Church** (Grantor) of 117 North Central Avenue, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$1,300.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 25-48, Block 5, Chas. L. Hyde's Addition to the City of Pierre, Hughes County, South Dakota.

Further described as:

The West 31.20 feet of Lots 25-48, Block 5, Chas. L. Hyde's Addition to the City of Pierre, South Dakota.

Said strip of land contains 18,647.7 square feet more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$1,250.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence, otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 22 day of DECEMBER, 1999.

Signature

Myron L. Rau

Board of Trustees/Chairman

Signature

Bonny Schroyer

Board of Trustees/Member

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 22nd day of December, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Myron Rau and Bonny Schroyer, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

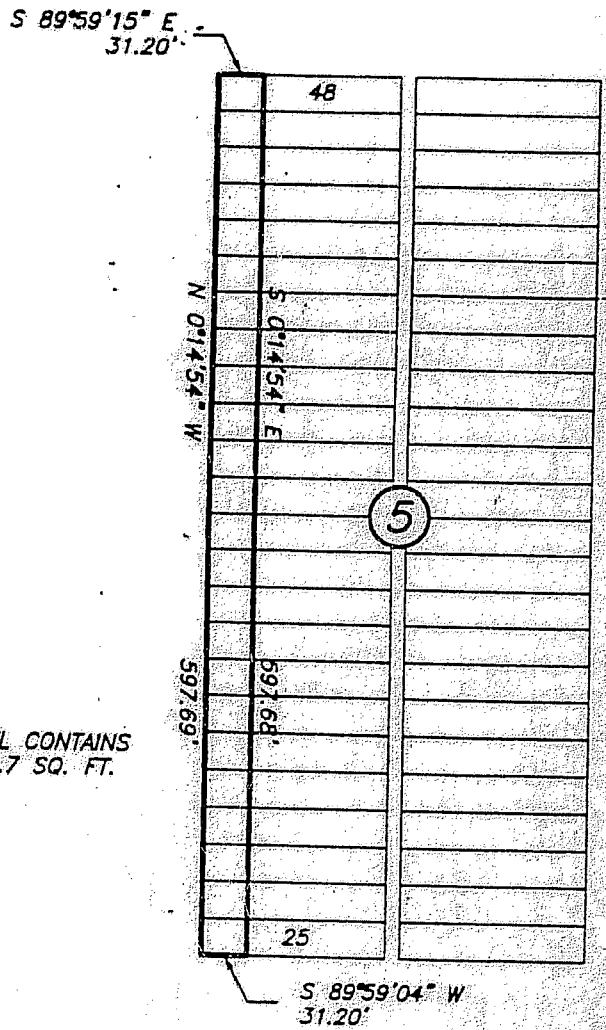
WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

My commission expires: 09/18/2004
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

LOTS 25–48, BLOCK 5
CHAS L. HYDE'S ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS
18647.7 SQ. FT.

Scale: 1"=100'

SURVEYOR'S CERTIFICATE

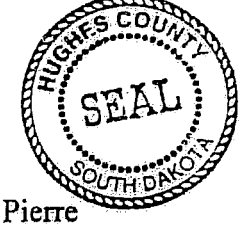
I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September 1981.

REGISTERED LAND SURVEYOR
REG. NO.
4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen

County of Hughes } ss.
Filed for record this 22 day of Sept. 2000
3:30 o'clock p M., and recorded on Disk 1C
#11753
Register of Deeds Deputy
Fee $16.00 pd






City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Karen and Edward DeAntoni Trust** (Grantor) of 6500 South Race Circle West, Littleton, Colorado, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$100.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located across Lots 19 thru 24, Block 7, Chas L. Hyde's Addition, to Pierre, South Dakota.

**Further described as:**
The East 25.50 feet of Lots 19 - 24, Block 7, Chas L. Hyde's Addition to Pierre, South Dakota

said strip of land contains 0.087 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$50.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 1st day of December, 1999.

Signature: Karen D. DeAntoni

Signature: Ed Deanti

STATE OF Colorado )
) ss
COUTY OF Arapahoe )

On this 1 day of December, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ed and Karen DeAntoni, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

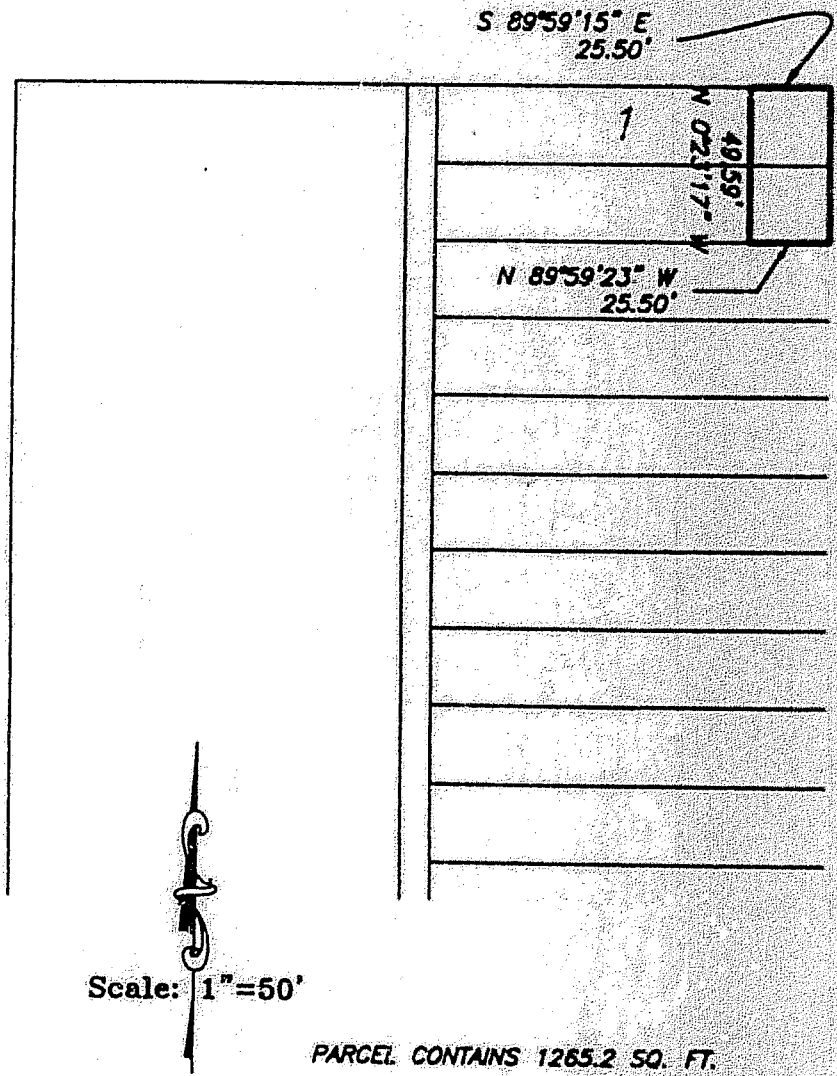
Connie L Smid
Notary Public ~~South Dakota~~

My commission expires: 03-03-03
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

**LOTS 1 & 2, BLOCK 7**
**CHAS L. HYDE'S ADDITION**
**PIERRE, SOUTH DAKOTA**




Scale: 1"=50'

PARCEL CONTAINS 1265.2 SQ. FT.

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmis line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 11th day of September 1981.

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SU
TO WESTERN AREA PO
115KV TRANSMISSION

REMARKS

STATE OF SOUTH DAKOTA } ss. #11754
County of Hughes }
Filed for record this 22 day of Sept. 2000
3:30 o'clock P M., and recorded on Disk 1C
#11754
Register of Deeds Deputy

HUGHES COUNTY SEAL SOUTH DAKOTA



City of Pierre

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

Fee $16.00 pd

KNOW ALL MEN BY THESE PRESENTS:

That **Galen Theobold and Linda Theobold** (Grantor) of P.O. Box 844, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$3,490.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines related to the use and maintenance of the transmission line and equipment, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the Southwest Quarter (SW1/4) of Section 17, Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

The north 36.4 feet of the south 69.4 feet of the east 1177 feet of the Southwest Quarter Of Section 17, Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

Said strip of land contains 0.984 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$3,440.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products, and Grantor agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 13th day of October, 1999.

Signature

Galen Theobold

Signature

Linda Theobold

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 18th day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Galen Theobold and Linda Theobold, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

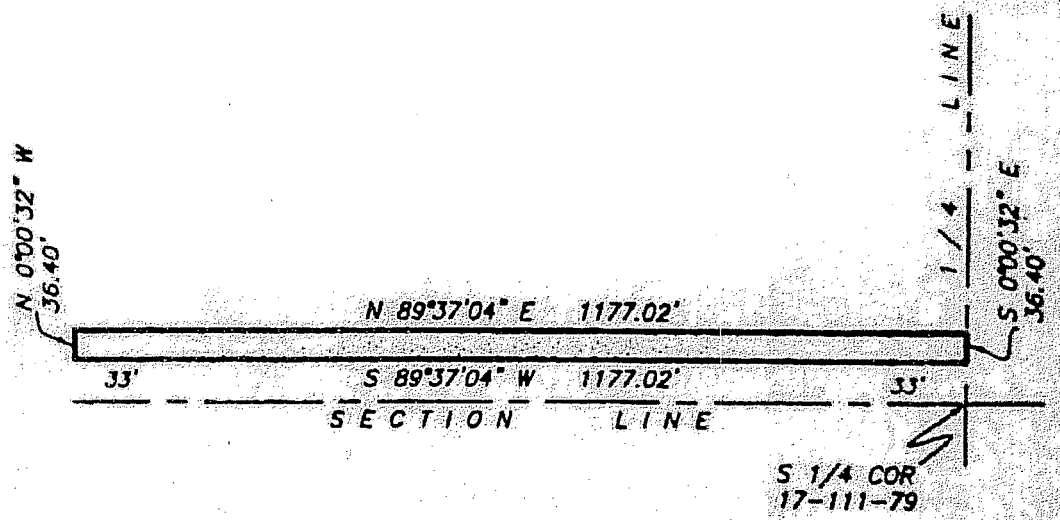
Notary Public – South Dakota

My commission expires: August 28, 2002.
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT A

**THE SW4 OF SEC. 17, T111N, R79W**
**HUGHES COUNTY, SOUTH DAKOTA**




Parcel Contains 0.984 Ac.




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of September 2000.

REGISTERED LAND SURVEYOR REG. NO. 4424 ROBERT J. THIELEN SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER

STATE OF SOUTH DAKOTA } ss. #11755
County of Hughes }
Filed for record this 22 day of Sept. 2000
3:30 o'clock P.M., and recorded on Disk 1C
#11755

Register of Deeds Deputy



City of Pierre

Fee $16.00 pd

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Casey Hal Kebach and Mary Ellen Kebach** (Grantor) of 3284 SD Highway 1804, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$3,050.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the Northerly 1015 feet of the NW1/4 of Section 21, Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

Beginning at the North 1/4 corner of said Section 21, thence South 0°11' 25" west a distance of 1015.01 feet along the North-South 1/4 line, thence South 89° 59' 48" west a distance of 33feet, thence North 0°11' 25" east a distance of 1015.01 feet, thence South 89°59' 48" west a distance of 33 feet to the Point of Beginning.

Said strip of land contains 0.77 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$3,000.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains the right to plant, cultivate and maintain shelterbelt trees within the easement area, however no trees will be planted within 20 feet the centerline of said easement area. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 6th day of JANUARY, 2000

Signature: Casey Hal Kebach

Signature: Mary E. Kebach

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 6th day of January, 2000 before me the undersigned, a Notary Public in and for said County and State, personally appeared Casey Hal Kebach and Mary Ellen Kebach, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.
AKA Mary E. Kebach

WITNESS my hand and notarial seal the date above written.

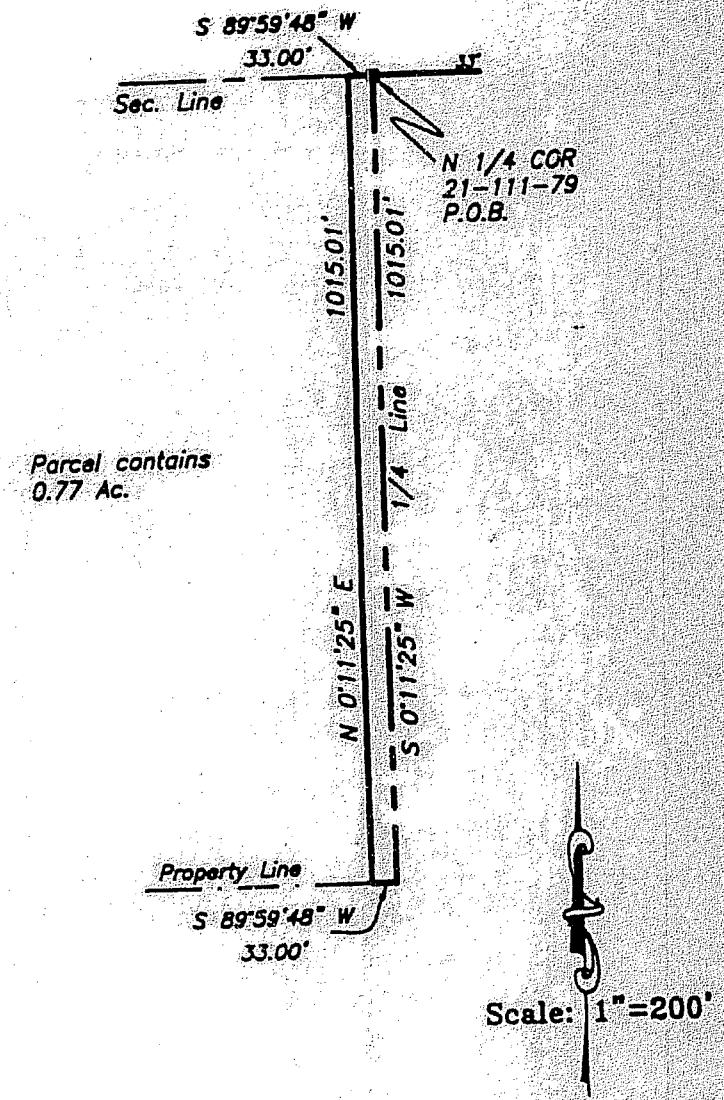
Notary Public
State of South Dakota
SEAL
CLAYTON R. SONNENSCHEIN

Notary Public – South Dakota

My commission expires: August 28, 2002
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

THE NORTHERLY 1015 FEET OF
NW4 OF SEC. 21, T111N, R79W
HUGHES COUNTY, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September

Robert J. Thielen
Registered Land Surveyor

STATE OF SOUTH DAKOTA
REG. NO. 4424
ROBERT J. THIELEN
SURVEYOR

CITY OF PIERRE ASH SUBST
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

STATE OF SOUTH DAKOTA } ss. #11756
County of Hughes }

Filed for record this 22 day of Sept. 2000
3:30 o'clock P.M., and recorded on Disk 1C
#11756

Register of Deeds Deputy

Fee $16.00 pd


Record Number 512 & 513

City of Pierre

EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Chris A. Hipple and Patti C. Hipple** (Grantor) of South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$6,660.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines related to the use and maintenance of the transmission line and equipment, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the E1/2 of the SW1/4 of Section 21,
Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

Beginning at the center 1/4 corner of said Section 21 thence south 0° 11' 25" west along the North-South 1/4 line a distance of 2660.19 feet to the South 1/4 corner thence South 89° 58' 28" west a distance of 33 feet along the South line of said section thence North 0° 11' 25" east a distance of 2660.32 feet, thence North 89° 58' 50" east a distance of 33 feet to the Point of Beginning.

said strip of land contains 2.02 acre more or less.

As further identified by hereto attached Plat of said easement and marked a Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$6,610.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 12th day of October, 1999.

Signature

Chris A. Hipple

Patti C. Hipple

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 12th day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Chris A. Hipple and Patti C. Hipple, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

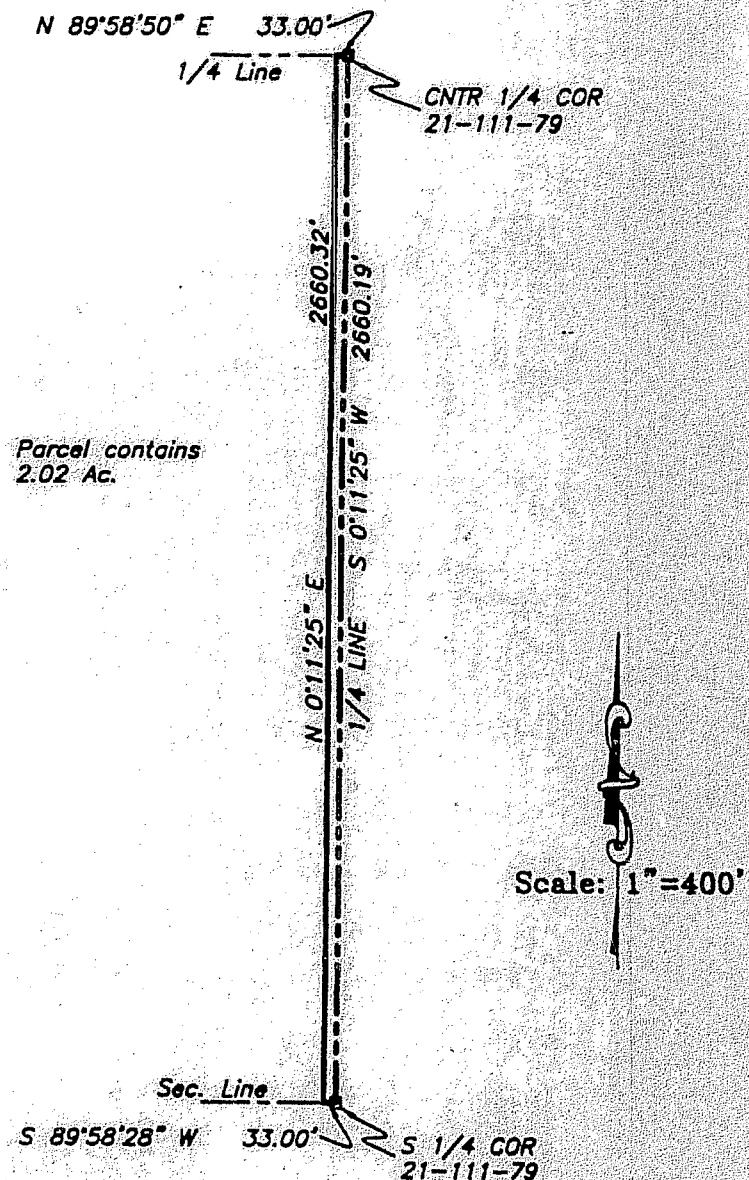
WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

My commission expires: August 28, 2002.
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

THE E2 OF THE SW4
SECTION 21, T111N, R79W
HUGHES COUNTY, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September, 2010.

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN

Robert J. Thielen
Registered Land Surveyor No. 4424

CITY OF PIERRE ASH SUBSTAT
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

STATE OF SOUTH DAKOTA } ss. #11757
County of Hughes }
Filed for record this 22 day of Sept. 2000
3:30 o'clock P M., and recorded on Disk 1C
#11757
Register of Deeds Deputy



City of Pierre
Fee $16.00 pd

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Gallimore Land Limited Partnership** (Grantor) of P.O. Box 36, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$6,042.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located across the NE1/4 of the SE1/4 less Lot H-2, of Section 28, Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

Commencing at the Center East 1/16 corner of the SE1/4 of said Section 28; thence S 0 03' 55" West a distance of 147.76 feet to the Point of Beginning; thence South 28 57' 01" West a distance of 85.42 feet; thence North 28 33' 07" West a distance of 1,489.83 feet; thence North 0 03' 55" East a distance of 156.59 feet to the Point of Beginning.

said strip of land contains 2.14 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$5,992.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 5th day of December, 19 99.

Signature

Gallimore Land Limited Partnership

Donald R. Gallimore

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 5th day of December, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Donald R. Gallimore, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be ~~their~~ his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

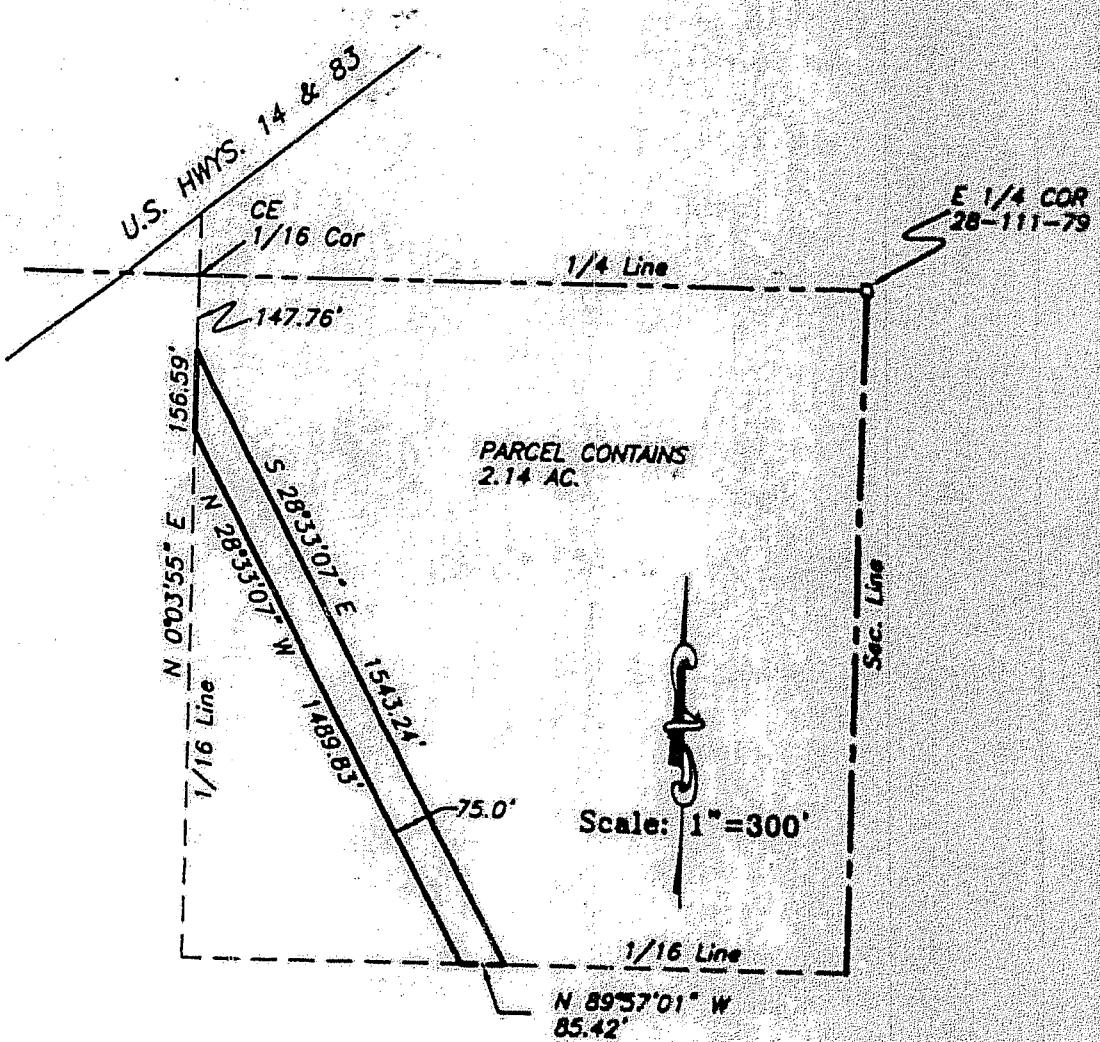
MY COMMISSION EXPIRES AUG. 28, 2002

My commission expires: _____
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

THE NE4SE4 LESS LOT H2
SECTION 28, T111N, R79W
PIERRE, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September 1982.

REGISTERED LAND SURVEYOR
REG. NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

#11758

STATE OF SOUTH DAKOTA } ss.
County of Hughes

Filed for record this 22 day of Sept. 2000
3:30 o'clock P.M., and recorded on Disk 1C
#11758

Register of Deeds Deputy



City of Pierre

EASEMENT FOR ELECTRIC TRANSMISSION LINE

Fee $16.00 pd

KNOW ALL MEN BY THESE PRESENTS:

That **Donald R. Gallimore** (Grantor) of P.O. Box 36, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$1,285.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located across the E1/2 of the NW1/4 of the SE1/4 less Highway ROW, of Section 28, Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

Commencing at the Center East 1/16 corner of the SE1/4 of said Section 28; thence S 0 03' 55" West a distance of 147.76 feet to the Point of Beginning; thence along said 1/16 line a distance of 156.59 feet; thence North 28 33' 07" West a distance of 335.67 feet; thence North 51 58' 04" West a distance of 15.80 feet; thence South 89 54' 39" East a distance of 67.70 feet; thence South 28 33' 07" East a distance of 168.36 feet to the Point of Beginning.

said strip of land contains 0.441 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$1,235.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

Confirmation

# 22

# of pages

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 5th day of December, 1999.

Signature

Donald R Gallimore

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 5th day of December, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Donald R. Gallimore, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

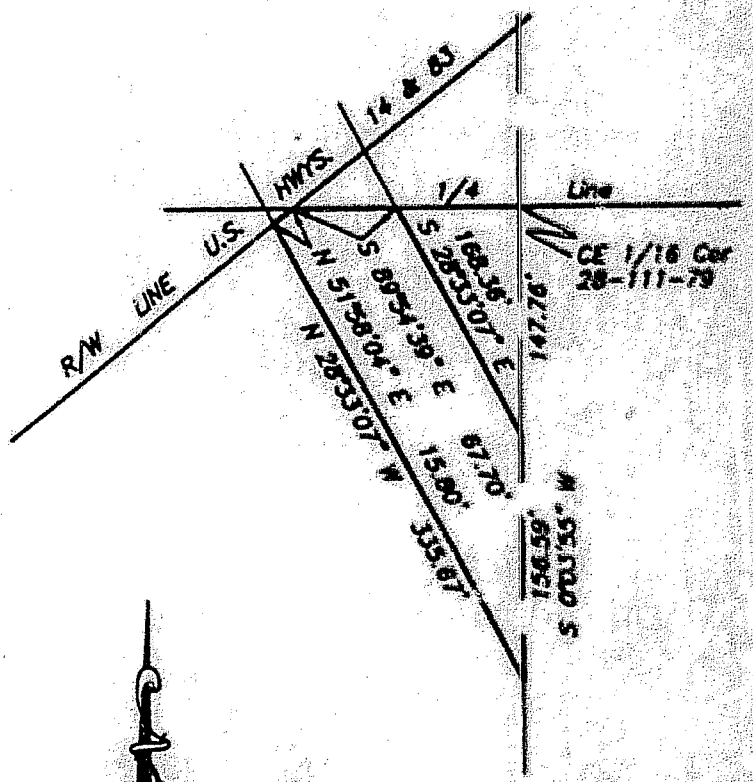
Notary Public – South Dakota

My commission expires: MY COMMISSION EXPIRES AUG. 28, 2002
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

**THE E2NW4SE4 LESS HWY. ROW**
**SECTION 28, T111N, R79W**
**PIERRE, SOUTH DAKOTA**




Scale: 1"=100'

PARCEL CONTAINS 0.441 AC.

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September, 1988.

Robert J. Thielen
Registered Land Surveyor #4424

LAND SURVEYOR
4424
ROBERT J. THIELEN
SOUTH DAKOTA

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

County of Hughes #11759
Filed for record this 22 day of Sept. 2000
3:30 o'clock P M., and recorded on Disk 1C
#11759
Register of Deeds Deputy






City of Pierre

Fee $16.00 pd

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Pauline Donaldson** (Grantor) of 25053 Thunderhead Falls, Rapid City, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$210.00**, does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land across Lots 3-16, Block 7, Chas. L. Hyde's Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The West 25.50 feet of Lots 3-16, Block 7, Chas. L. Hyde's Addition to the City of Pierre, South Dakota.

Said strip of land contains 0.204 acre more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$160.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 18th day of October, 1999.

Signature _____

Signature Pauline N. Donaldson

_____ _____

STATE OF SOUTH DAKOTA )
) ss
COUTY OF PENNINGTON )

On this 18 day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Pauline N. Donaldson, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

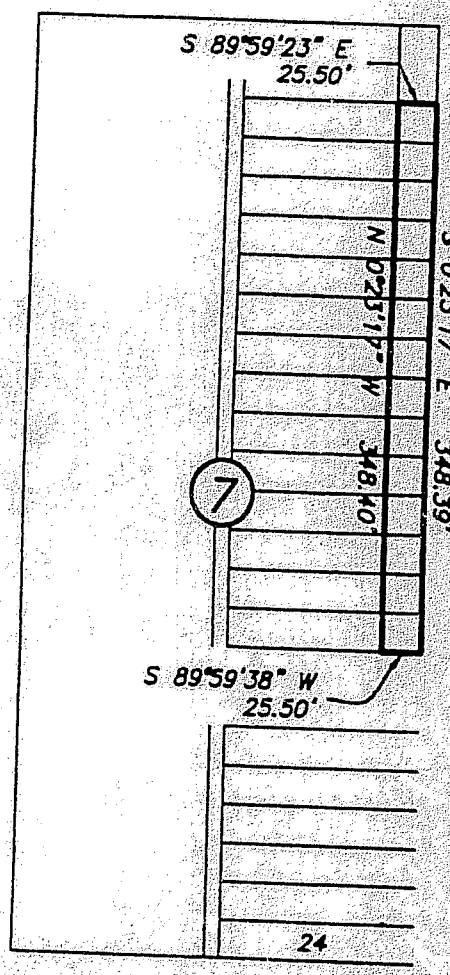
SEAL
CHARLES E. HUNT
Notary Public
State of South Dakota
SEAL

Charles E. Hunt
Notary Public – South Dakota

My commission expires: May 31, 2004
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

LOTS 3–16, BLOCK 7
CHAS L. HYDE'S ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS
8884.1 SQ. FT.

Scale: 1"=100'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF I set my hand and seal this 22nd day of September, 2008.

REGISTERED LAND SURVEYOR
4424
ROBERT J.
THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

NELSON

CITY OF PIERRE ASH SUBSTA
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

2 OF 2

#11760

STATE OF SOUTH DAKOTA } ss.
County of Hughes }

Filed for record this 22 day of Sept. 2000
3:30 o'clock P. M., and recorded on Disk 1C
#11760

Register of Deeds Deputy



City of Pierre
Fee $16.00 pd

EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **John Thompson and Judy Thompson** (Grantor) of 513 North Jackson, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$7,201.00**,, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the SW1/4 of the SE1/4 and the S1/2 of the NW1/4 of the SE1/4 of Section 21,
Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

Beginnig at the South 1/4 corner of said Section 21, thence North 0° 11' 25" east a distance of 1995.14 feet along the North-South 1/4 line, thence North 89° 58' 40" east a distance of 42 feet, thence south 0° 11' 25" west a distance of 1995.14 feet, thence South 89° 58' 12" west a distance of 42 feet to the Point of beginning.

said strip of land contains 1.92 acre more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$7,151.00,** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 12th day of October, 1999.

Signature

John Thompson

Judy Thompson

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 12th day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared John Thompson and Judy Thompson, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

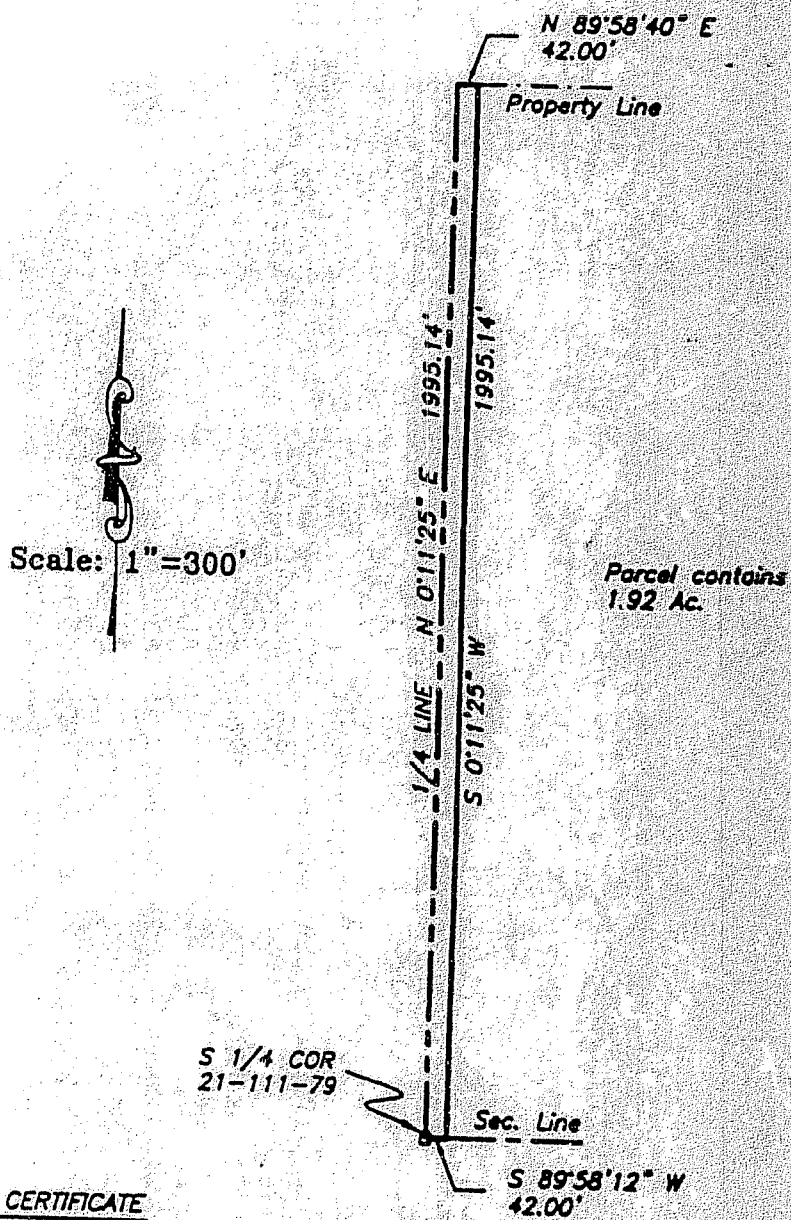
Notary Public – South Dakota

My commission expires: August 28, 2002.
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

Exhibit "A"

THAT PART OF THE SW¼SE¼ AND THE S2NW¼SE¼ OF SEC. 21, T111N, R79W. FORMERLY PLATTED AS SYNDICATE SECOND ADDITION, HUGHES COUNTY, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September, 2000.

Robert J. Thielen
Registered Land Surveyor 4424

REG. NO. 4424 ROBERT THIELEN SOUTH DAKOTA

CITY OF PIERRE ASH SUBSTA
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

STATE OF SOUTH DAKOTA } ss. #11761
County of Hughes }

Filed for record this 22 day of Sept. 2000
3:30 o'clock P. M., and recorded on Disk 1C
#11761

Register of Deeds Deputy



HUGHES COUNTY SEAL SOUTH DAKOTA

Fee $16.00 pd

City of Pierre

EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Robert Hagemann and Marilyn Hagemann** Grantor) of 3100 SD Highway 1804, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$4,425.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the NW1/4 East of the Highway,
less the Northerly 1015 feet of Section 21,
Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota

**Further described as:**

Beginning at the center 1/4 corner of said Section 21 thence south 89° 58' 50" west a distance of 33 feet along the East-West 1/4 line, thence North 0° 11' 25" east a distance of 1644.72 feet, thence North 89° 59' 48" east a distance of 33 feet, thence South 0° 11' 25" west a distance of 1644.72 feet to the Point of Beginning.

said strip of land contains 1.25 acre more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$4,375.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 14th day of November, 1999.

| Signature | Signature |
|---|---|
| Robert Hagemann | |
| Marilyn Hagemann | |

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 14th day of November, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert Hagemann and Marilyn Hagemann, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

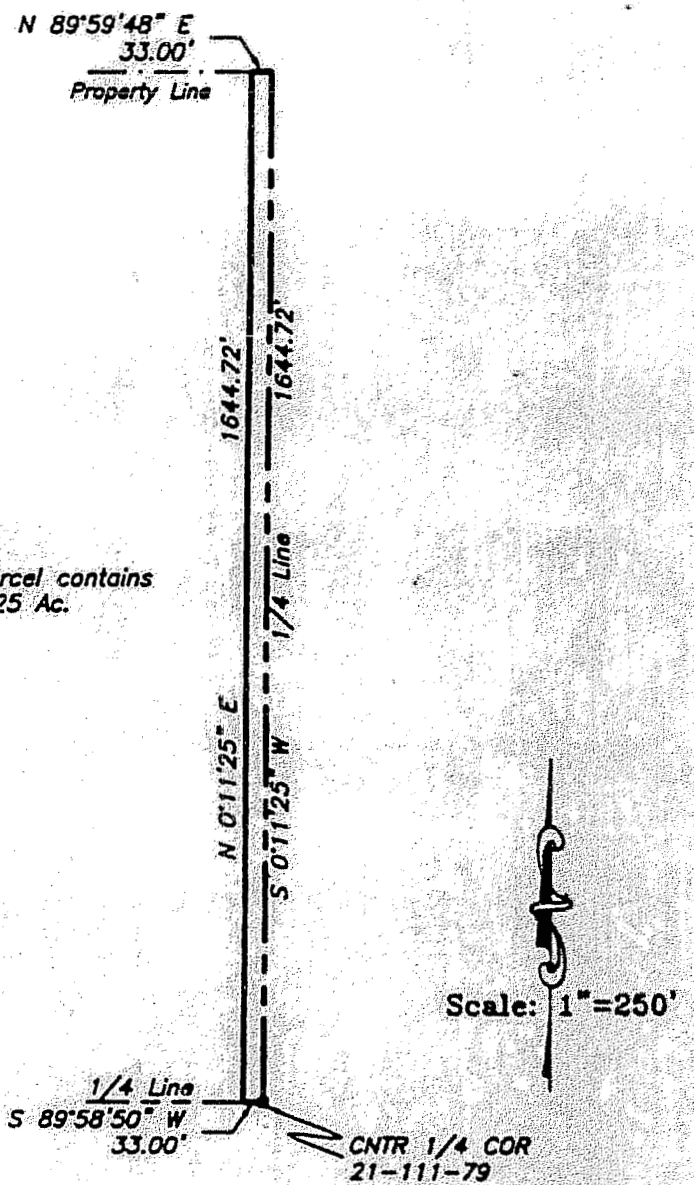
WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

My commission expires: Dec 28, 2002.
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

THE NW4 E. OF HWY., LESS THE N. 1015',
SECTION 21, T111N, R79W
HUGHES COUNTY, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmiss line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this 22nd day of September, 1989.

REGISTERED LAND SURVEYOR
4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor 4424

CITY OF PIERRE ASH SU
TO WESTERN AREA PO
115KV TRANSMISSION

POWER ENGINEERS

2

County of Hughes } ss. #11762

Filed for record this 22 day of Sept. 2000

3:30 o'clock P M., and recorded on Disk 1C

#11762

Register of Deeds Deputy City of Pierre



# EASEMENT FOR ELECTRIC TRANSMISSION LINE

Fee $16.00 pd

KNOW ALL MEN BY THESE PRESENTS:

That **City Of Pierre** (Grantor) of 222 East Dakota Avenue, Pierre, South Dakota, in consideration of **$1.00**, receipt of which is hereby acknowledged do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in Lot H-1 of Block 2, Ervin's Fairview Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

Commencing at the Northwest corner of Lot 48, Block 2 of Ervin's Fairview Addition thence South 0 11' 06" West a distance of 65.87 feet alone the West line of said Block 2; thence South 28 33' 07" East a distance of 144.24 feet to the Point of Beginning; thence South 28 33' 07" East a distance of 204.17 feet; thence South 27 17' 13" West a distance of 90.64 feet; thence North 28 33' 07" West a distance of 217.99 feet; thence North 35 08' 38" East a distance of 83.66 feet to the Point of Beginning.

said strip of land contains 0.363 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

The City and the Grantor agree that this document will have full force and effect upon the recording of document by the City. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void. .

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 19th day of October, 1999.

Signature Gary Drewes

Signature

Signature

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 19th day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gary Drewes, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

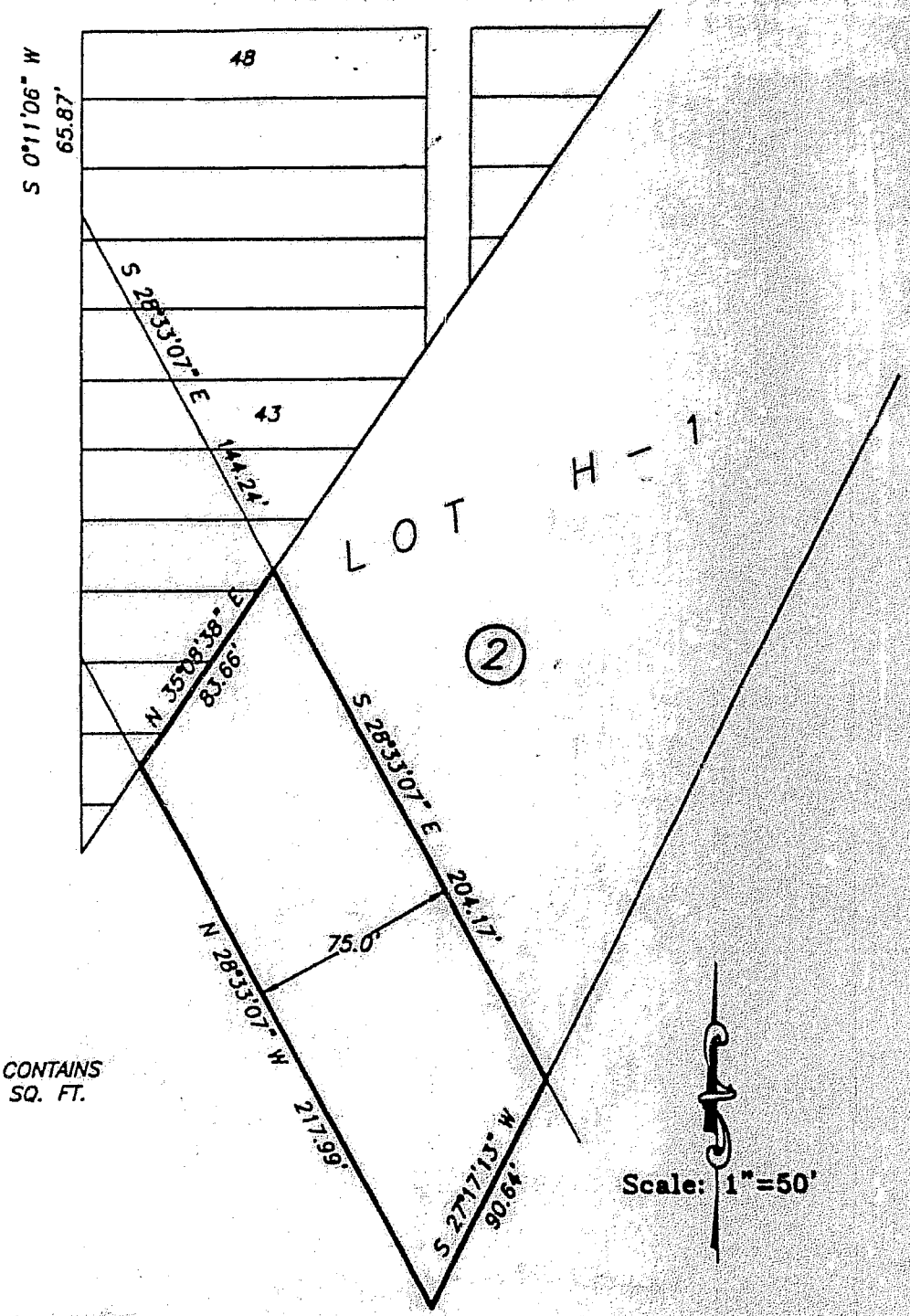
WITNESS my hand and notarial seal the date above written.

Carol Valland
Notary Public – South Dakota

My commission expires: My Commission Expires April 21, 2004
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

BLK 2, ERVIN'S FAIRVIEW ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS
15831.2 SQ. FT.

Scale: 1"=50'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of September A.D. [illegible]

REGISTERED LAND SURVEYOR
NO. 4424
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

CITY OF PIERRE

POWER ENGINEERS

STATE OF SOUTH DAKOTA } ss. #11763
County of Hughes }
Filed for record this 22 day of Sept, 2000
3:30 o'clock P. M., and recorded on Disk 1C
#11763
Register of Deeds Deputy

HUGHES COUNTY SEAL SOUTH DAKOTA



City of Pierre
Fee $16.00 pd

# EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **City Of Pierre** (Grantor) of 222 East Dakota Avenue, Pierre, South Dakota, in consideration of **$1.00**, receipt of which is hereby acknowledged do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the South Half of the Southwest Quarter (S1/2SW1/4) of Section 16, Township 111North, Range 79 West of the 5th P.M., less Highway Right of Way, Hughes County, South Dakota.

**Further described as:**

Commencing at the South 1/4 corner of said Section 16 thence North 0 05' 11" West along the North South Quarter line a distance of 33 feet to the Point of Beginning; thence South 89 59' 48" West a distance of 2,566.51 feet; thence North 0 06' 36" West a distance of 48.80 feet; thence North 89 59' 48" East a distance of 581.88 feet; thence North 7 11' 47" East a distance of 75.59 feet; thence South 7 59' 33" East a 75.73 feet; thence North 89 59' 48" East a distance of 1964.65 feet; thence South 0 05' 11" East a distance 48.80 feet to the Point of Beginning.

said strip of land contains 2.89 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

The City and the Grantor agree that this document will have full force and effect upon the recording of document by the City. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 19th day of October, 1999.

Signature Gary Drewes

Signature

Signature

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 19th day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gary Drewes, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

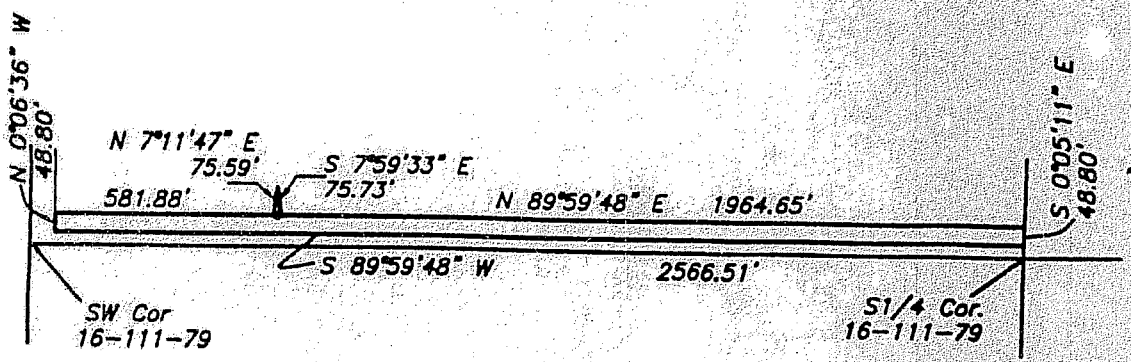
Carol Valland
Notary Public – South Dakota

My commission expires: My Commission Expires April 21, 2004
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

EXHIBIT "A"

S2SW4 SECTION 16
T111N, R79W, LESS HWY. ROW.
HUGHES COUNTY, SOUTH DAKOTA




Parcel contains 2.89 Acres



Scale: 1"=400'

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of September, 1997.

REGISTERED LAND SURVEYOR
REG. NO.
ROBERT J. THIELEN
SOUTH DAKOTA

Robert J. Thielen
Robert J. Thielen,
Registered Land Surveyor #4424

CITY OF PIERRE

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

2 OF 2

STATE OF SOUTH DAKOTA } ss. #11764
County of Hughes

Filed for record this 22 day of Sept. 2000
3:30 o'clock p M., and recorded on Disk 1C
#11764

Register of Deeds Deputy



City of Pierre

Fee $16.00 pd EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **City Of Pierre** (Grantor) of 222 East Dakota Avenue, Pierre, South Dakota, in consideration of **$1.00**, receipt of which is hereby acknowledged do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in Lot H-1 of Block 2, Hyde's Fourth Addition to the City of Pierre, Hughes County, South Dakota.

**Further described as:**

The East 37.50 feet of Lot H-1, Block 2, Hyde's Fourth Addition to Pierre.

said strip of land contains 0.482 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

The City and the Grantor agree that this document will have full force and effect upon the recording of document by the City. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection. repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 19th day of October, 1999.

Signature

Gary Drewes

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 19th day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gary Drewes, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

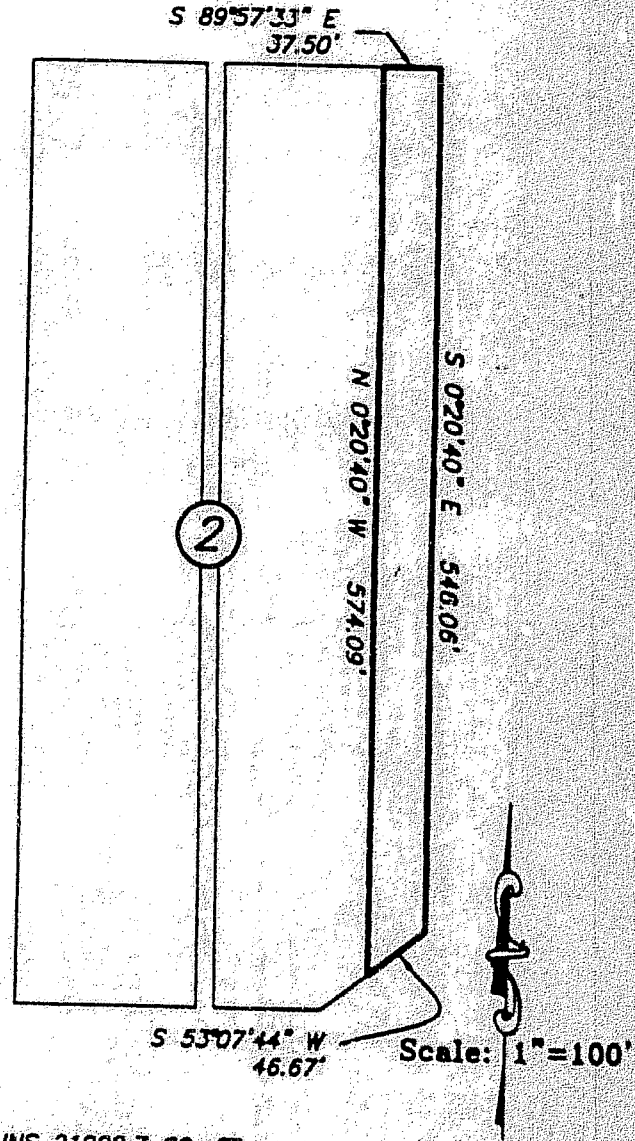
WITNESS my hand and notarial seal the date above written.

Carol Valland
Notary Public – South Dakota

My commission expires: My Commission Expires April 21, 2004
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

LOT H-1, BLOCK 2
HYDE'S FOURTH ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS 21002.7 SQ. FT.

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of September 1988.

REGISTERED LAND SURVEYOR
REG. NO.
Robert J. Thielen
Robert J. Thielen
Registered Land Surveyor #4424
ROBERT J. THIELEN
SOUTH DAKOTA

CITY OF PIERRE

CITY OF PIERRE ASH SUBSTATION
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

2 OF 2

STATE OF SOUTH DAKOTA } ss. #11765
County of Hughes }

Filed for record this 22 day of Sept. 2000
3:30 o'clock P M., and recorded on Disk 1C
#11765

Register of Deeds Deputy



City of Pierre

Fee $16.00 pd EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **B. M. Beastrom and Thelma Beastrom** (Grantor) of 20345 293rd Avenue, Pierre, South Dakota, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$9,010.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located in the NE1/4 of Section 21,
Township 111 North, Range 79 West of the 5th P.M., Hughes County, South Dakota.

**Further described as:**

Beginning at the North 1/4 corner of said Section 21, thence North 89° 58' 53" east a distance of 42 feet along the North line of said Section 21, thence South 0° 11' 25" west a distance of 2659.73 feet, thence South 89°58' 50" west a distance of 42 feet to the center 1/4 corner, thence North 0° 11' 25" east a distance of 2659.73 feet to the Point of Beginning.

said strip of land contains 2.56 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$8,960.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between N/A of address N/A and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 12th day of October, 1999.

Signature

B. M. Beastrom

Signature

Thelma Beastrom

STATE OF SOUTH DAKOTA )
) ss
COUTY OF HUGHES )

On this 12th day of October, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared B. M. Beastrom and Thelma Beastrom, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

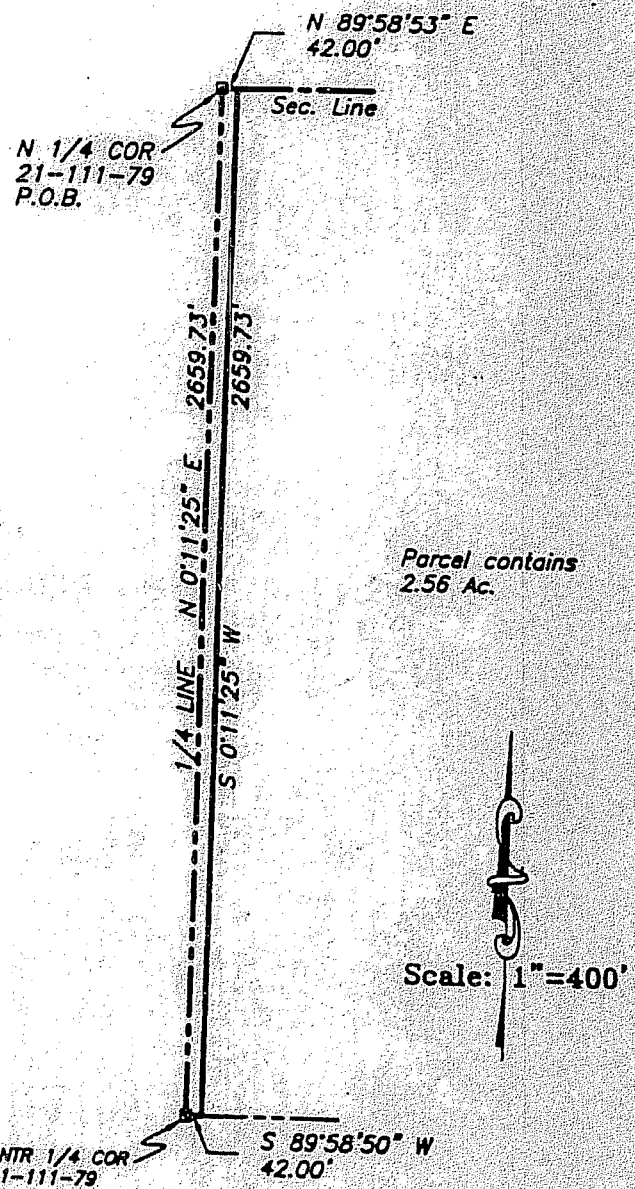
WITNESS my hand and notarial seal the date above written.

Notary Public – South Dakota

My commission expires: August 28, 2002
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

THE NE QUARTER
SECTION 21, T111N, R79W
HUGHES COUNTY, SOUTH DAKOTA




SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I do set my hand and seal this 22nd day of September 2008.

REG. NO. 4424 ROBERT J. THIELEN LAND SURVEYOR SOUTH DAKOTA

Robert J. Thielen
Registered Land Surveyor 4424

BEASTROM

CITY OF PIERRE ASH SUBSTAT
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

2 OF 2

City of Pierre
EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Donald Epstein and Sandra Epstein** (Grantor) of 8848 Rising Sun Avenue, Philadelphia, Pennsylvania, in consideration of **$50.00**, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of **$2,550.00** does hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

A strip of land located across Lots 1 & 2 , Block 7, Chas L. Hyde's Addition, to Pierre, South Dakota.

**Further described as:**
The East 25.50 feet of Lots 1 & 2, Block 7, Chas L. Hyde's Addition to Pierre, South Dakota

said strip of land contains 0.029 acres more or less.

A Plat of said strip of land is hereto attached and marked Exhibit "A"

It is understood and agreed that the City shall pay said further payment in the amount of **$2,500.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

DTE

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between n/a of address n/a and the Grantor.

DTC

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 12 day of April 2000.

Signature Donald J Epstein

Signature Sandra Epstein

STATE OF Pennsylvania )
) ss
COUTY OF Montgomery )

On this 12 day of April 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Donald Epstein + Sandra Epstein, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

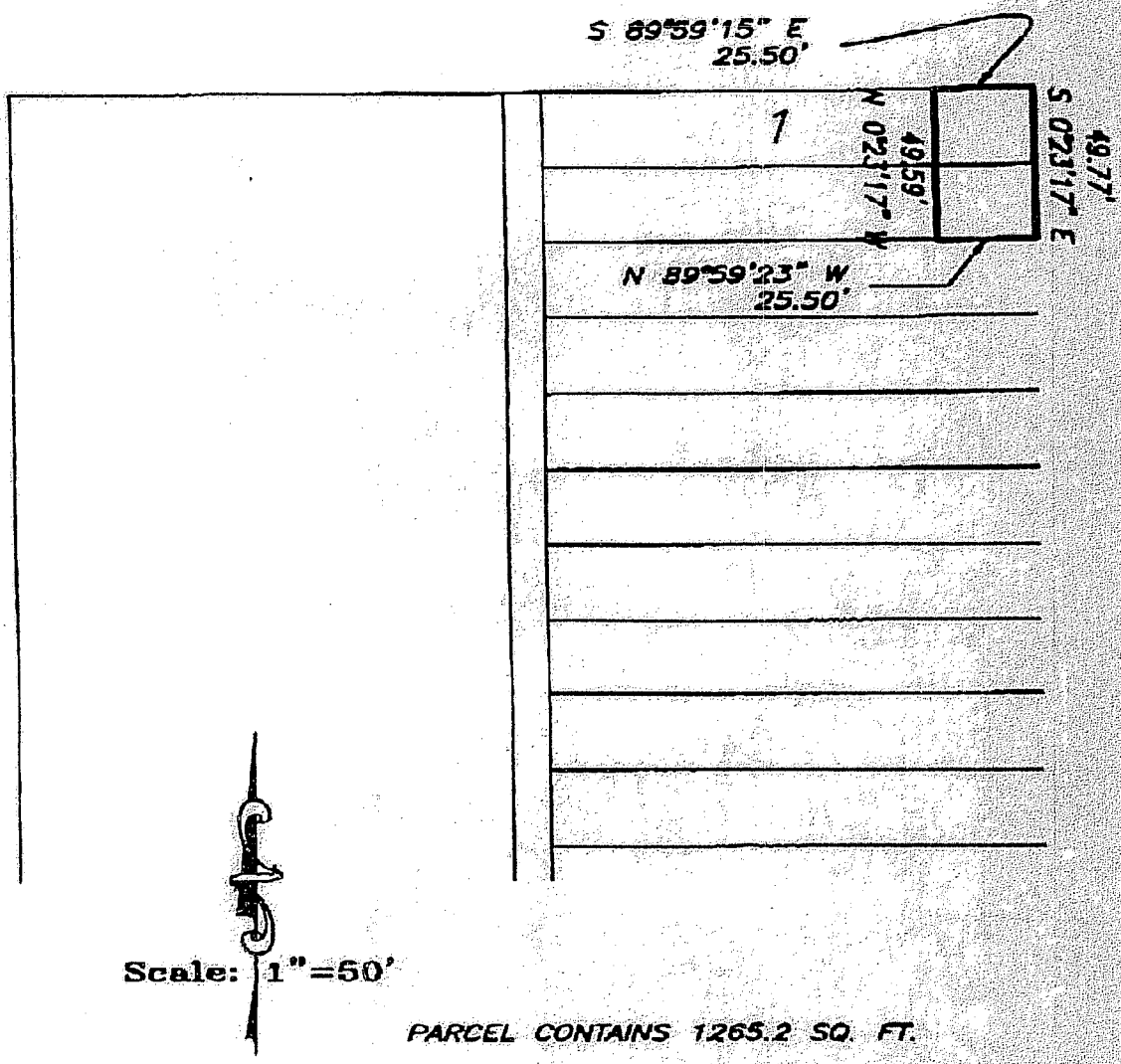
Gail J Miller
Notary Public

NOTARIAL SEAL
GAIL T. MILLER, NOTARY PUBLIC
CHELTENHAM TWP., MONTGOMERY CO.
MY COMMISSION EXPIRES DEC. 29, 2003

My commission expires: _____
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

# LOTS 1 & 2, BLOCK 7
# CHAS L. HYDE'S ADDITION
# PIERRE, SOUTH DAKOTA




Scale: 1"=50'

PARCEL CONTAINS 1265.2 SQ. FT.

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____ 1999.

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBSTATIO
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER ENGINEERS

2 OF 2

EPSTEIN

City of Pierre
EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Father Flanagan's Boys' Home** (Grantor) of 14100 Crawford Street, Boys Town, Nebraska 68010, in consideration of **$50.00**, receipt of which is hereby acknowledged, and a pro-rata share of the further payment of a sum to make total payment of **$1,667.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

The West 24 feet of Lots 13-24, in Block 1, containing 0.165 acres, a plat of which is hereto attached and marked Exhibit "A";

The West 25.60 feet of Lots 13-24, in Block 14, containing .176 acres, a plat of which is hereto attached and marked Exhibit "B";

A strip of land across Lots 1-12, in Block 13 [Beginning at the Southwest corner of Lot 12 of said Block 13, thence North 0° 06' 44" West a distance of 299.41 feet; thence North 89° 57' 39" East a distance of 54.29 feet; thence South 4° 15' 33" East a distance 300.24 feet; thence South 89° 57' 58" West a distance of 76.01 feet to the Point of Beginning.], containing .448 acres, a plat of which is hereto attached and marked Exhibit "C";

A parcel of land located in Block 2 [Beginning at the Northwest corner of Lot 24 of said Block 2, thence North 89° 57' 21" East a distance of 10 feet; thence South 89° 57' 12" West a distance of 61.01 feet; thence South 4° 15' 33" East a distance 290.20 feet; thence 89° 57' 39" West a distance of 75.20 feet; thence North 4° 15' 33" west a distance of 268.92 feet; thence North 0° 06' 17" West a distance of 31.15 feet to the Point of Beginning.], containing .474 acres; a plat of which is hereto attached and marked Exhibit "D";

All of Lots 1 and 24 and the North 6 feet of Lots 2 and 23, Block 3, containing 8,641 square feet; a plat of which is hereto attached and marked Exhibit "E";

All of Lot 1, the North 6 feet of Lot 2, all of Lot 24, the North 6 feet of Lot 23, the North 6.15 feet of the East 32 feet of Lot 19, the East 32 feet of Lots 21, 22 and 23 and the East 32 feet of the South 13.94 feet of Lot 24 all in Block 4, containing 12,354 square feet; a plat of which is hereto attached and marked Exhibit "F";
all in Ash's Second Addition to Pierre, Hughes County, South Dakota.

It is understood and agreed that the City shall pay said further payment in the amount of **$1,617.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between n/a of address n/a and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 20th day of January, 2000.

Signature

Peter J. Carofalo
Corporate Secretary
Legal Counsel

Signature

FATHER FLANAGAN'S BOYS HOME

By Edward W. Fitzgerald
Vice-Pres.

STATE OF NEBRASKA )
) ss
COUTY OF DOUGLAS )

On this 20 day of JANUARY, 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Peter J. Carofalo, Corporate Secretary/Legal Counsel and Edward W. Fitzgerald, Vice President personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

GENERAL NOTARY-State of Nebraska
TODD S. CHAMBERS My Comm. Exp. Oct. 17, 2003

My Commission expires: October 17, 2003

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

Record Number 4467,4468,4469,4470,4472,4473

City of Pierre
EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That **Saint John's Catholic Church** (Grantor) of 206 West Main Avenue, Fort Pierre, South Dakota 57532, in consideration of **$50.00**, receipt of which is hereby acknowledged, and a pro-rata share of the further payment of a sum to make total payment of **$1,667.00**, do hereby grant and convey unto City of Pierre (hereinafter called City), its Lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines and the communications lines attached thereto, including all necessary poles, wires, cables, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location and extent of the right-of-way is described as follows:

The West 24 feet of Lots 13-24, in Block 1, containing 0.165 acres, a plat of which is hereto attached and marked Exhibit "A";

The West 25.60 feet of Lots 13-24, in Block 14, containing .176 acres, a plat of which is hereto attached and marked Exhibit "B";

A strip of land across Lots 1-12, in Block 13 [Beginning at the Southwest corner of Lot 12 of said Block 13, thence North 0 06' 44" West a distance of 299.41 feet; thence North 89 57' 39" East a distance of 54.29 feet; thence South 4 15' 33" East a distance 300.24 feet; thence South 89 57' 58" West a distance of 76.01 feet to the Point of Beginning.], containing .448 acres, a plat of which is hereto attached and marked Exhibit "C";

A parcel of land located in Block 2 [Beginning at the Northwest corner of Lot 24 of said Block 2, thence North 89 57' 21" East a distance of 10 feet; thence South 89 57' 12" West a distance of 61.01 feet; thence South 4 15' 33" East a distance 290.20 feet; thence 89 57' 39" West a distance of 75.20 feet; thence North 4 15' 33" west a distance of 268.92 feet, thence North 0 06' 17" West a distance of 31.15 feet to the Point of Beginning.], containing .474 acres; a plat of which is hereto attached and marked Exhibit "D";

All of Lots 1 and 24 and the North 6 feet of Lots 2 and 23, Block 3, containing 8,641 square feet; a plat of which is hereto attached and marked Exhibit "E";

All of Lot 1, the North 6 feet of Lot 2, all of Lot 24, the North 6 feet of Lot 23, the North 6.15 feet of the East 32 feet of Lot 19, the East 32 feet of Lots 21, 22 and 23 and the East 32 feet of the South 13.94 feet of Lot 24 all in Block 4, containing 12,334 square feet; a plat of which is hereto attached and marked Exhibit "F";
all in Ash's Second Addition to Pierre, Hughes County, South Dakota.

It is understood and agreed that the City shall pay said further payment in the amount of **$1,617.00** only upon construction of the transmission line. The City and the Grantor agree that this document will have full force and effect upon the payment of said further payment by the City, and the Grantor's acceptance of said further payment. If said transmission line is not constructed within thirty-six (36) months of the date of execution of this instrument, this instrument becomes null and void, and no further payment will be due by the City to the Grantor.

The City shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines or any associated equipment used in connection therewith.

The City shall also have the right at any time to trim or remove such trees and underbrush within or adjacent to the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith. All refuse from such tree cutting or trimming shall be removed by the City, and the City shall have the right to control by environmentally safe chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The City agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the City's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the City in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The City agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the City's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the City for such placements. Grantor retains right to grant other utility easements on the above described right of way easement area, so long as and on the condition that such subsequent grant of utility easement does not interfere with or otherwise restrict the City's easement granted herein.

Grantor further agrees to maintain the easement area free of any structure, building, stored vehicles, equipment, or harvested agricultural products. Grantor further agrees not to change the ground elevation of the land within the easement area without the prior written consent of the City.

The City agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not be replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The Grantor hereby certifies that it has not entered into a contract for sale nor is it currently involved in negotiating a contract for sale of any of the lands included in the right-of-way. If such a contract exists or is being negotiated the Grantor hereby discloses that the contract for sale is or will be between _____ of address _____ and the Grantor.

The undersigned agrees and represents that (s)he has read and understands the foregoing and that thi instrument contains all agreements and understandings between the parties and the undersigned has no relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 26 day of January, 2000.

Signature

Signature

STATE OF SOUTH DAKOTA )
) ss
COUTY OF STANLEY )

On this 26th day of January, 2000, before me the undersigned, a Notary Public in and for said County and State, personally appeared Farmer Dale Kuhl, personally known to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

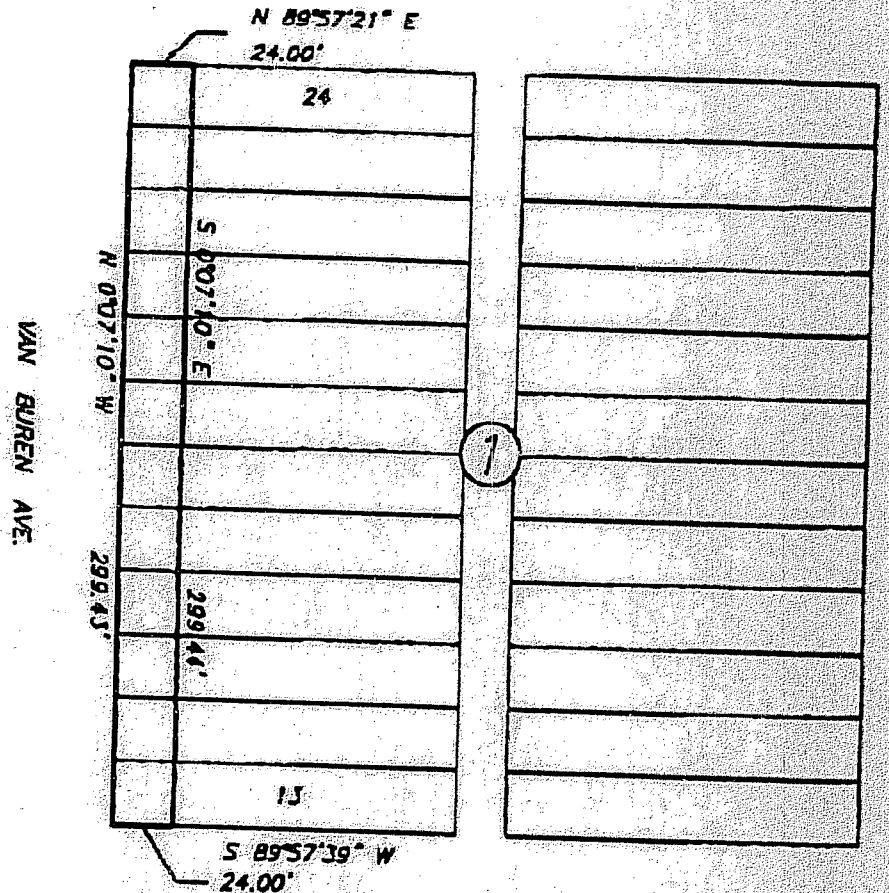
Notary Public
State of South Dakota
SEAL
CLAYTON R. SONNENSCHEIN

Notary Public

My commission expires: Aug. 28, 2002
(SEAL)

Document prepared by:
Todd Chambers – City Engineer
City of Pierre
222 East Dakota – PO Box 1253
Pierre, South Dakota 57501-1253

LOTS 13-24, BLOCK 1
ASH'S SECOND ADDITION
PIERRE, SOUTH DAKOTA




Parcel contains 0.165 ac.

Scale: 1"=6

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmission line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____ 1999.

Robert J. Thielen
Registered Land Surveyor #4424

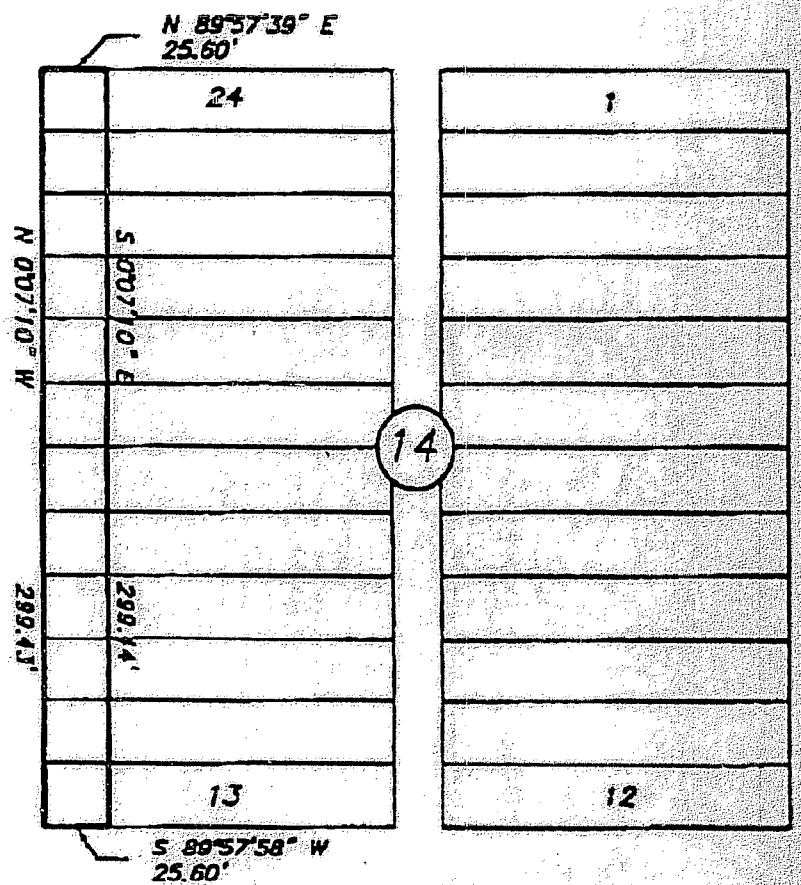
CITY OF PIERRE ASH SUBSTA
TO WESTERN AREA POWER
115KV TRANSMISSION LINE

POWER

OSWALD BARGE ET. AL

2 OF

LOTS 13-24, BLOCK 14
ASH'S SECOND ADDITION
PIERRE, SOUTH DAKOTA




Parcel contains 0.176 ac.

Scale: 1"=

SURVEYOR'S CERTIFICATE

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IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____ 1999.

Robert J. Thielen
Registered Land Surveyor #4424

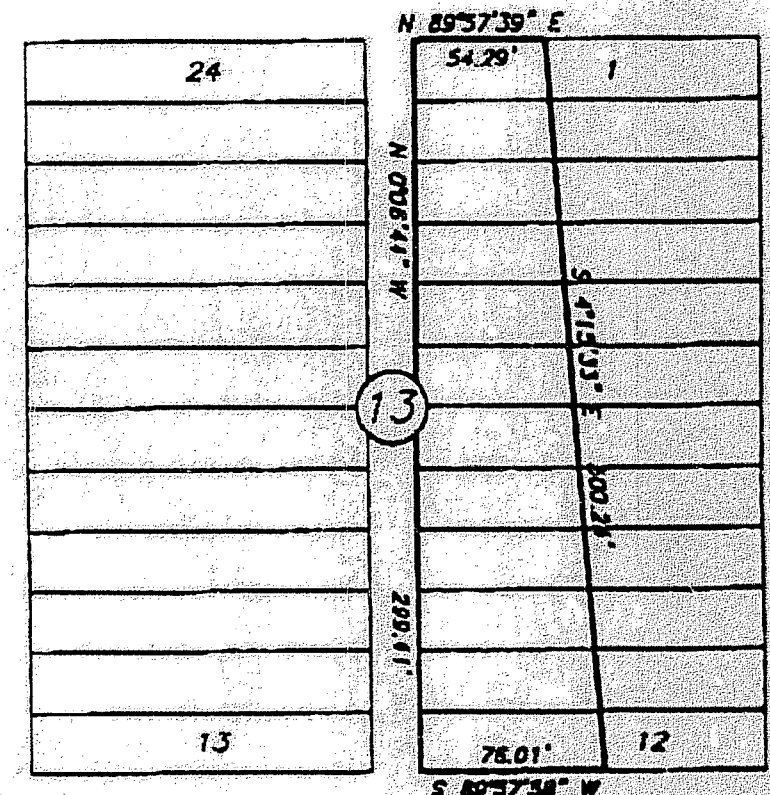
CITY OF PIERRE ASH SUB
TO WESTERN AREA POW
115KV TRANSMISSION LI

POWER ENGINEERS

2 O

OSWALD BARGE ET. AL

LOTS 1-12, BLOCK 13
ASH'S SECOND ADDITION
PIERRE, SOUTH DAKOTA




Parcel contains 0.448 ac.

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmiss line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

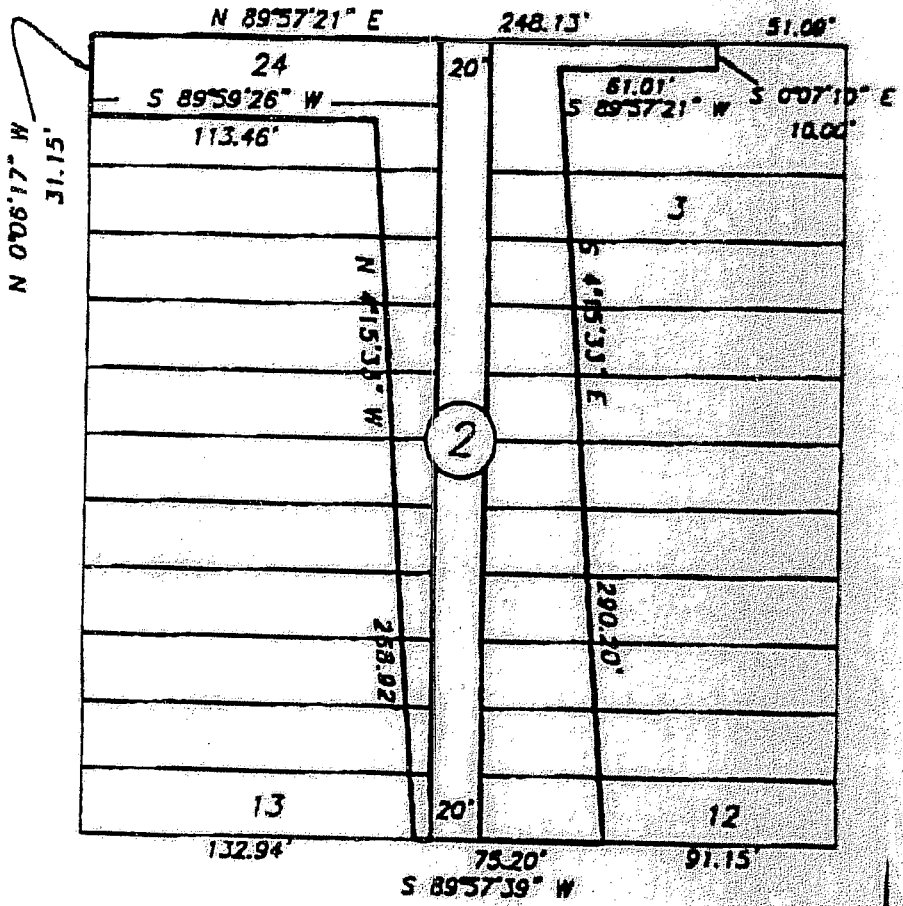
IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____ 1999.

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SU
TO WESTERN AREA PO
115KV TRANSMISSION

POWER

# LOTS 1-24, BLOCK 2
# ASH'S SECOND ADDITION
# PIERRE, SOUTH DAKOTA




| | |
|---|---|
| LOTS 1-12 | 0.273 ac. |
| LOTS 13-24 | 0.201 ac |
| Total Blk. 2 | 0.474 ac. |

Scale: 1"=

## SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmissi line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

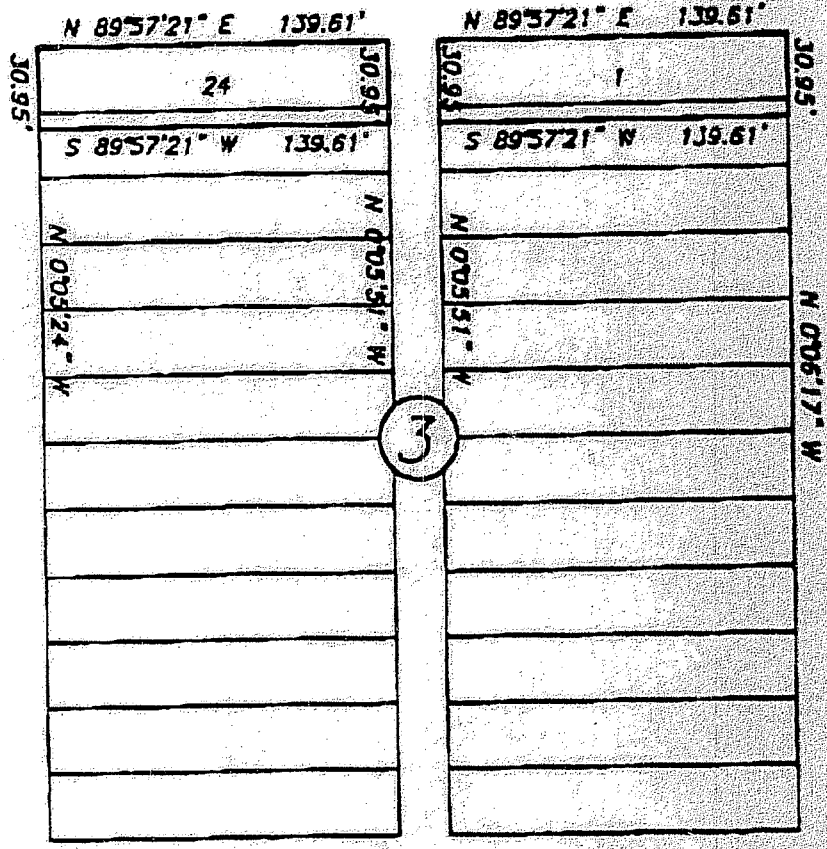
IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____ 1999.

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUB
TO WESTERN AREA POW
115KV TRANSMISSION LI

EXHIBIT "B"

LOTS 1 & 2 AND 23 & 24, BLOCK 3
ASH'S SECOND ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS 8641 SQ. FT.

Scale: 1"=6

SURVEYOR'S CERTIFICATE

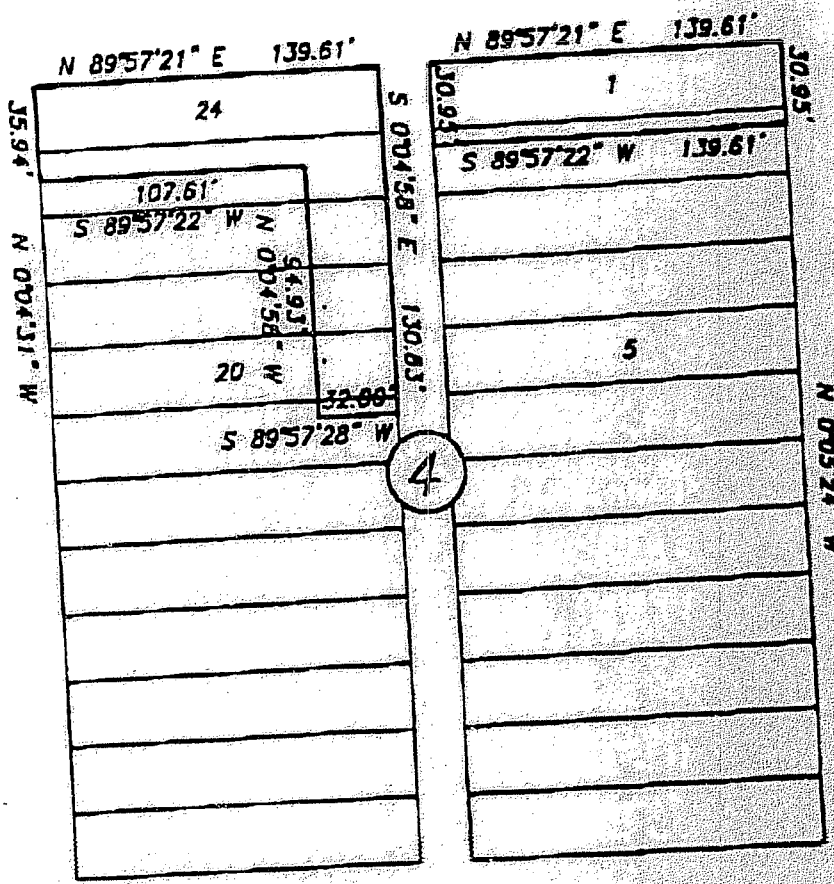
I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmissio line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____ 1999.

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH SUBS
TO WESTERN AREA POWE
115KV TRANSMISSION LI

LOTS 1 & 2 AND 19-24, BLOCK 4
ASH'S SECOND ADDITION
PIERRE, SOUTH DAKOTA




PARCEL CONTAINS 12354 SQ. FT.

Scale: 1" =

SURVEYOR'S CERTIFICATE

I, Robert J. Thielen, Registered Land Surveyor number 4424, do hereby certify that at the request of Power Engineers I have surveyed the electric transmiss line and prepared the above drawing and that the above drawing is an accurate representation of said survey.

IN WITNESS WHEREOF, I set my hand and seal this _____ day of _____ 1999.

Robert J. Thielen
Registered Land Surveyor #4424

CITY OF PIERRE ASH ST
TO WESTERN AREA PO
115KV TRANSMISSION

**Item 18:**

Have the easements been filed with the Hughes County Register of Deeds?

***Response to Item 18:***

All easements secured to-date have been recorded with the Hughes County Register of Deeds. Note the recording information on the copies of easements included with the response to data request Item 17 above.

**Item 19:**

Is the City of Pierre planning to pre-file testimony? If so, by what date? If not, provide a biography detailing the expertise of each of the preparers listed in Chapter 23.

***Response to Item 19:***

The City does not plan to pre-file hearing testimony.

See the following biographies of permit application preparers.

| | |
|---|---|
| **Steve Anderson**<br>3D Modeling and Animation Specialist | Mr. Anderson has more than ten years of experience in CAD design, 3D drafting and computer animations for a variety of projects including electric power transmission lines and substations. He has created visual simulations using photomontages and 3D animations that review design prototypes prior to construction. These renderings provide photo-realistic images of a conceptual design and the visual impacts it might have. Mr. Anderson is fluent in the use of Intergraph and AutoCAD drafting and design applications including Modelview, Site SelectCad, FrameWorks, Video Engine Systems, and Autocivil. |
| **Lynn Askew**<br>Soils Scientist<br>Project Manager<br>MS, Soil Physics<br>BS, Forest Watershed Management | Mr. Askew has 12 years of experience in the routing and siting of transmission and distribution facilities. He has managed and participated in the routing of transmission lines through 345kV and the siting of substations. His experience includes all aspects of permitting, environmental studies, scoping and public involvement with local, state and federal agencies. Mr. Askew has more than 22 years of experience with environmental analysis and regulatory affairs, impact mitigation and environmental compliance. (His background includes research and instruction at the university level in the area of soil science.) Mr. Askew is well versed in regulatory processes and has worked closely with numerous federal and state regulatory agencies. |
| **Todd Chambers**<br>City of Pierre Electrical Engineer<br>BS, Electrical Engineering, South Dakota State Univ. | Mr. Chambers has worked as an electrical engineer for the City of Pierre since 1986. His responsibilities include overseeing operations of the City's electrical distribution system, preparing budgets and designs, equipment specifications and troubleshooting. In addition, he recommends and schedules improvements for the electric utility. The system consists largely of underground distribution facilities. |
| **Tipp Hamilton**<br>State Certified General Appraiser<br>Agricultural Economics | Mr. Hamilton has worked as an independent appraiser since 1985. He has performed appraisals of farms, ranches, residential, commercial and development properties for the following purposes: establishing depreciation schedules, establishing purchase or liquidation sale price, inheritance taxes, division of estates, loan procurement. Clients have included municipalities, investors, homeowners, commercial businesses, banks, attorneys, estates, farmers, ranchers, counties and insurance companies. |
| **James Haug**<br>Associate Director, South Dakota State Historical Society<br>MA, Anthropology | Mr. Haug has 25 years of experience designing and directing archaeological research and cultural resource management projects, including project and research design, budgeting, personnel, laboratory procedures and report editing and writing. His skills include surveying, drafting, technical and artistic illustrating, cartography, photography and darkroom techniques, software design, database systems, and collection management skills. He has published extensively. |

| | |
|---|---|
| **Les Hinzman**<br>Project Engineer<br>BS, Electrical Engineering, South Dakota School of Mines and Technology | Mr. Hinzman has been involved in the power industry since 1975. This experience includes overhead and underground transmission and distribution line design, project and construction management, and power line construction, operation and maintenance. He has routed, surveyed, profiled, spotted, engineered, staked and constructed lines from 5kV through 500kV. Activities include line design, transmission line electrical interference studies, conductor and cable economic analysis, conductor and cable ampacity studies, cable pulling calculations, estimating, project evaluation, specifications preparation, material purchasing, contract administration, field investigation, and line assessment. Mr. Hinzman also is responsible for coordinating and supervising team members for field activities and construction inspection and support. |
| **Kristen Galles**<br>Document Specialist<br>BA, Communications | Ms. Galles is experienced in the preparation of reports, presentations, exhibits and other materials in support of POWER's Transmission and Distribution Division projects and business development efforts. She is skilled in the use of a variety of software applications including Microsoft Word, Microsoft PowerPoint, Adobe PageMaker, Adobe PhotoShop, and others. Experience includes photo scanning, writing, layout and design. |
| **Brian Rozyla**<br>Biologist<br>Environmental Specialist<br>BS, Interdepartmental Biology | Mr. Rozyla is proficient in environmental data collection, organization and analysis. He has experience in water quality analysis, riparian management and fisheries studies and management. In addition, he has participated in routing and siting studies for transmission and fiber optic lines, records searches and environmental resource analyses. Mr. Rozyla has also conducted environmental site assessments on various types of properties. |
| **Frank Rowland**<br>Biologist<br>NEPA Coordinator<br>MEd, Environmental Education<br>BS, Biology | Mr. Rowland has 20-plus years of experience in environmental and land planning issues and analyses of project impacts, mitigation, and compliance to state and federal statutes. He is experienced in route and site selection and right of way acquisition for electrical utility and communications transmission projects. He has supervised and conducted every aspect of the right of way acquisition process. He manages and coordinates NEPA document ID teams and assures compliance to the NEPA process. |
| **Clayton Sonnenschein**<br>Right of Way Specialist<br>BS, Economics, South Dakota State University | Mr. Sonnenschein is a Senior Right of Way Specialist for the Department of Transportation of the State of South Dakota. His duties consist of right of way acquisition, acquisition appraisals, relocations and agreement approvals. He is a licensed real estate appraiser, agent and broker. He has owned and operated a real estate business and has served as a director of the West Central Electric Cooperative and the South Dakota Rural Electric Cooperative. |
| **Thielen Surveying & Mapping** | *(As of this filing, no resume had been supplied by Mr. Thielen.)* |

| | |
|---|---|
| **Richard Wenglikowski**<br>Licensed Land Surveyor<br>AE, Surveying Engineering Technology | Mr. Wenglikowski has 22 years of experience in the surveying and civil engineering field. His experience includes both surveying and design as an engineering technician for a variety of public and private projects, including many transmission line projects for POWER Engineers. He has performed topographic surveys, construction staking, boundary surveys, and profile surveys. He has also performed power line routing as well as inspection. Mr. Wenglikowski has served as a field and office manager for an engineering firm, overseeing the work of up to 10 office and field personnel. |
| **Jon H. Wiese**<br>Environmental Permitting Specialist<br>MS, Ecology<br>BS, Biology | Mr. Wiese has more than 20 years of experience in performing siting, licensing and permitting for industrial and electric utility facilities, specializing in power plants and transmission lines. He conducts routing and siting studies for transmission lines and substations and provides environmental licensing and permitting for these facilities under federal and state requirements. He performs environmental impact studies and analyses and develops mitigation measures for the impacts of utility and industrial facilities. He is skilled in issues regarding alternative corridor and site selection, land use, flood plains, tidal and non-tidal wetlands, waterways, fisheries, ecology and protected species. |

**Item 20:**

Appendix E, page 9, second paragraph, last sentence, states "This evaluation resulted in a direct north-south alignment of the relocated portion between the Ash Substation and the new tie-in with the existing line north of Fourth Street". Is this statement correct? If not, please correct.

***Response to Item 20:***

The relocated portion of the Ash to Evans line does not go directly north out of the Ash Substation. See Appendix B, "Map of Proposed Route". Segments H and I of the relocated line run to Segment J. Segment J then runs in a north-south alignment to the tie-in with the existing Ash to Evans line. The reason for the jog produced by Segments H and I is to provide separation between the Ash to Evans line and the Ash to Oahe-Pierre line. That separation is desired in order to provide additional reliability against both lines experiencing a simultaneous outage.

**Item 21:**

Appendix E, page 20, first paragraph, states " The airport is located approximately 8.6 miles east of the proposed project area". Is this distance correct? If not, please correct.

***Response to Item 21:***

The correct distance between the proposed transmission line right of way and the end of the runway nearest to the right of way is approximately 8,600 feet

**Item 22:**

Appendix E, page 23, section 4.7 second paragraph. What is the impact to waterfowl traveling through Hilger's Gulch in route to Capitol Lake and those using Hilger's Pond once there is a transmission line on both the east and west sides of Hilger's Pond?

***Response to Item 22:***

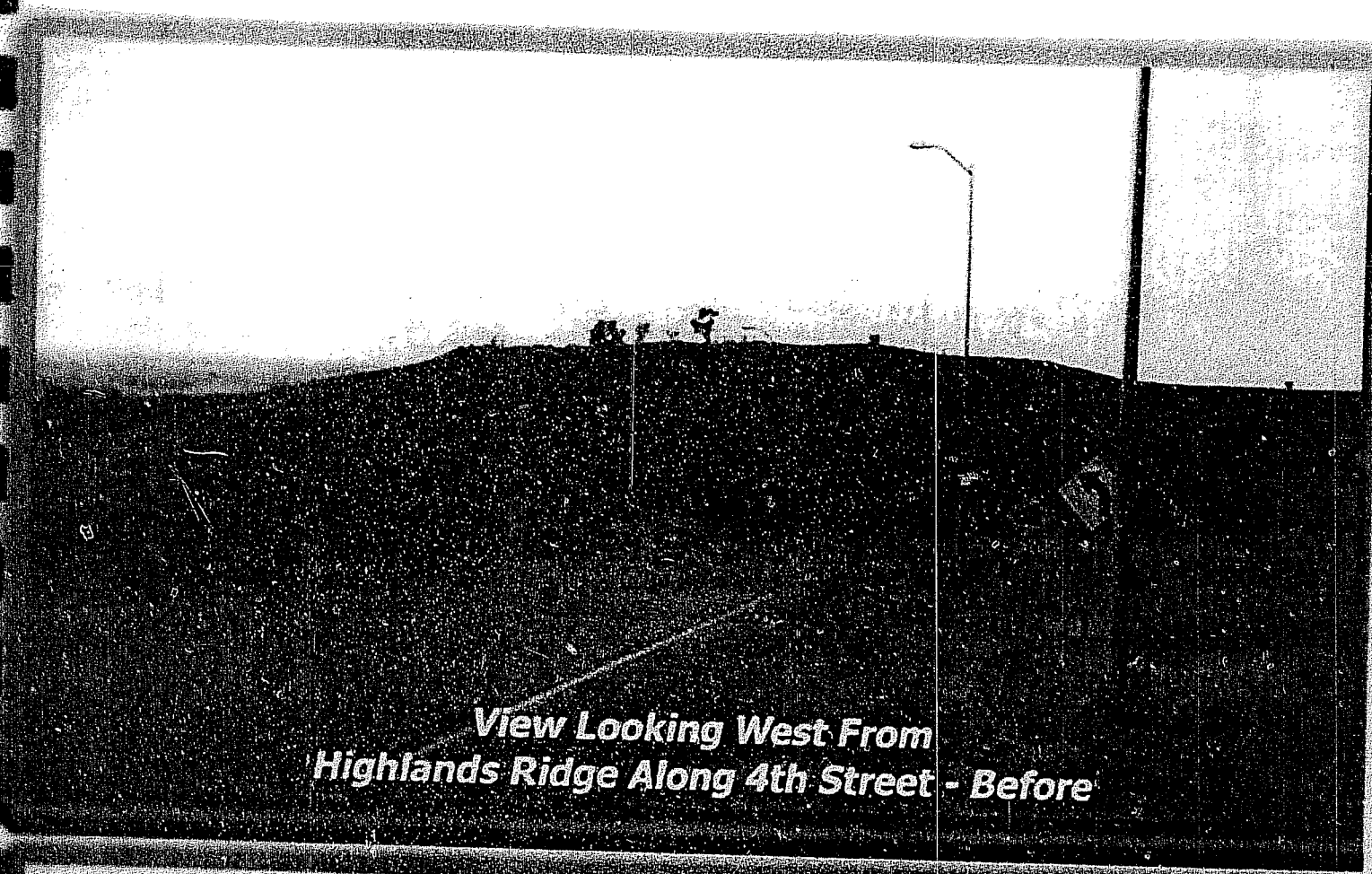
Research regarding bird strikes with electrical transmission lines finds that the majority of strikes occur when birds fly at right angles to lines (see "Effects of Transmission Lines on Bird Flight Behavior and Collision Mortality," Bonneville Power Administration, 1978.) Waterfowl flying between Hilger's Gulch and Capitol Lake would be flying roughly parallel with the subject lines. In addition, the proposed 115kV transmission line poles would average approximately 70 feet in height. In order to accommodate the terrain in the area between Hilger's Gulch and Capitol Lake, as well as the urban features along that path, birds would generally fly high enough to avoid transmission line conductors. Also, the superior visual acuity of waterfowl in all but the poorest light conditions; i.e., fog, snow, etc. enable them to avoid powerlines. To-date, the City's electric department has no documentation of waterfowl strikes with conductors within its system. The placement of proposed transmission line facilities is not expected to represent a significant impact to area waterfowl populations.

**Item 23:**

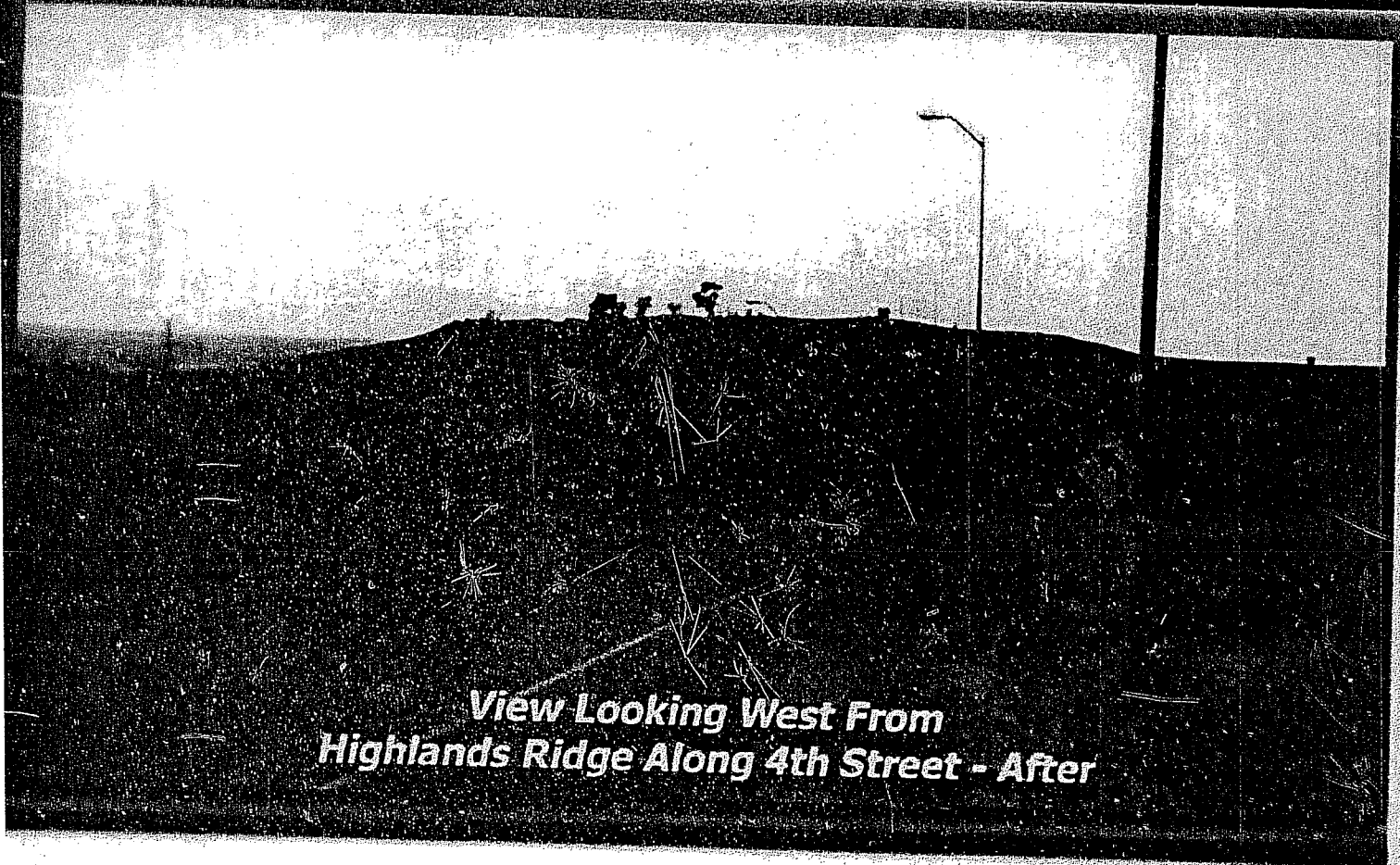
Appendix E, page 24, section 4.11, please describe the visual effects from the proposed lines for the residents of Monroe and Madison Street and the future residents in the Highlands Ridge development.

***Response to Item 23:***

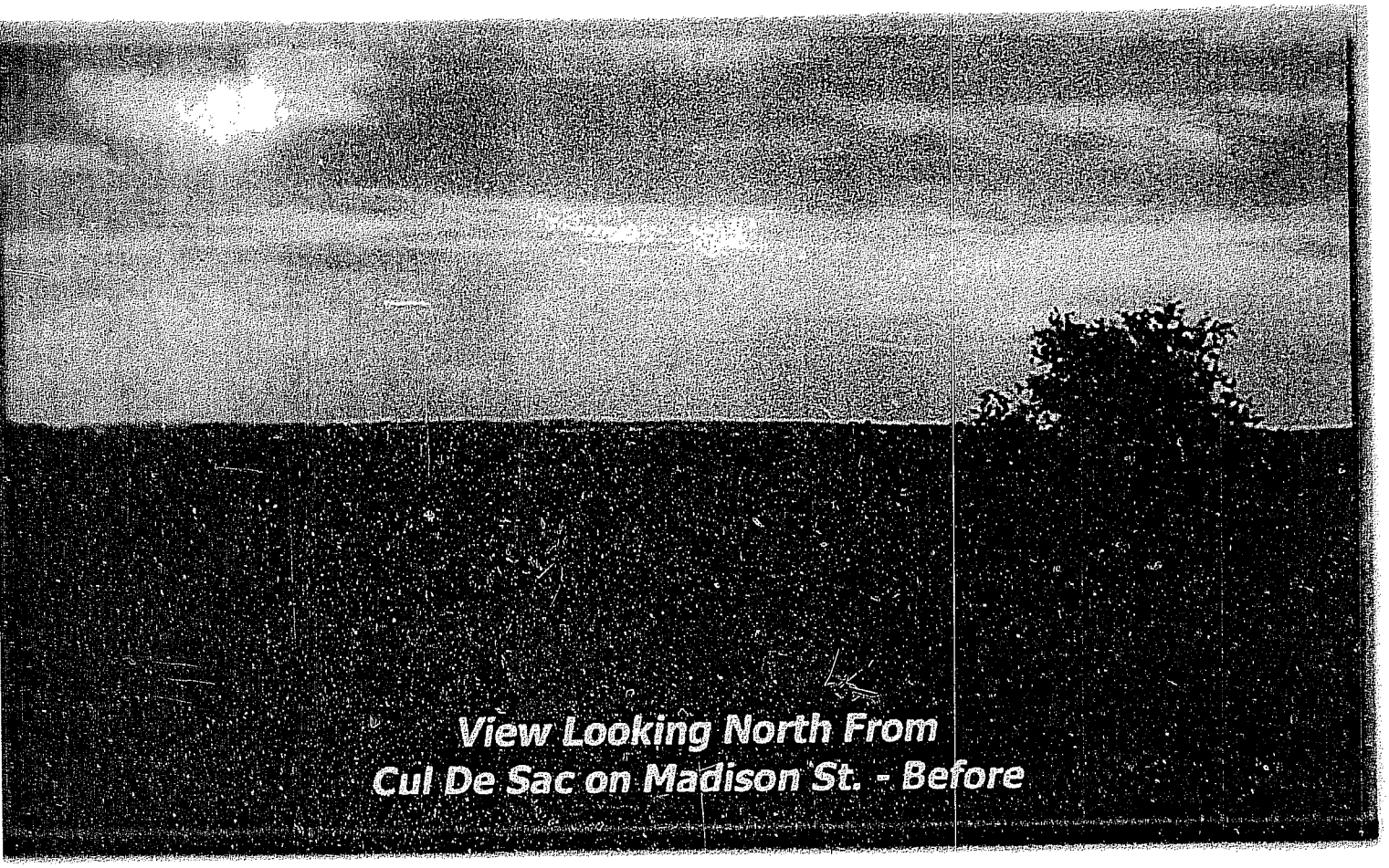
See the attached visual simulations of the viewshed from the proposed Highlands Ridge development, and from Madison Street looking toward the transmission line route. The line would not be visible from Monroe Street.



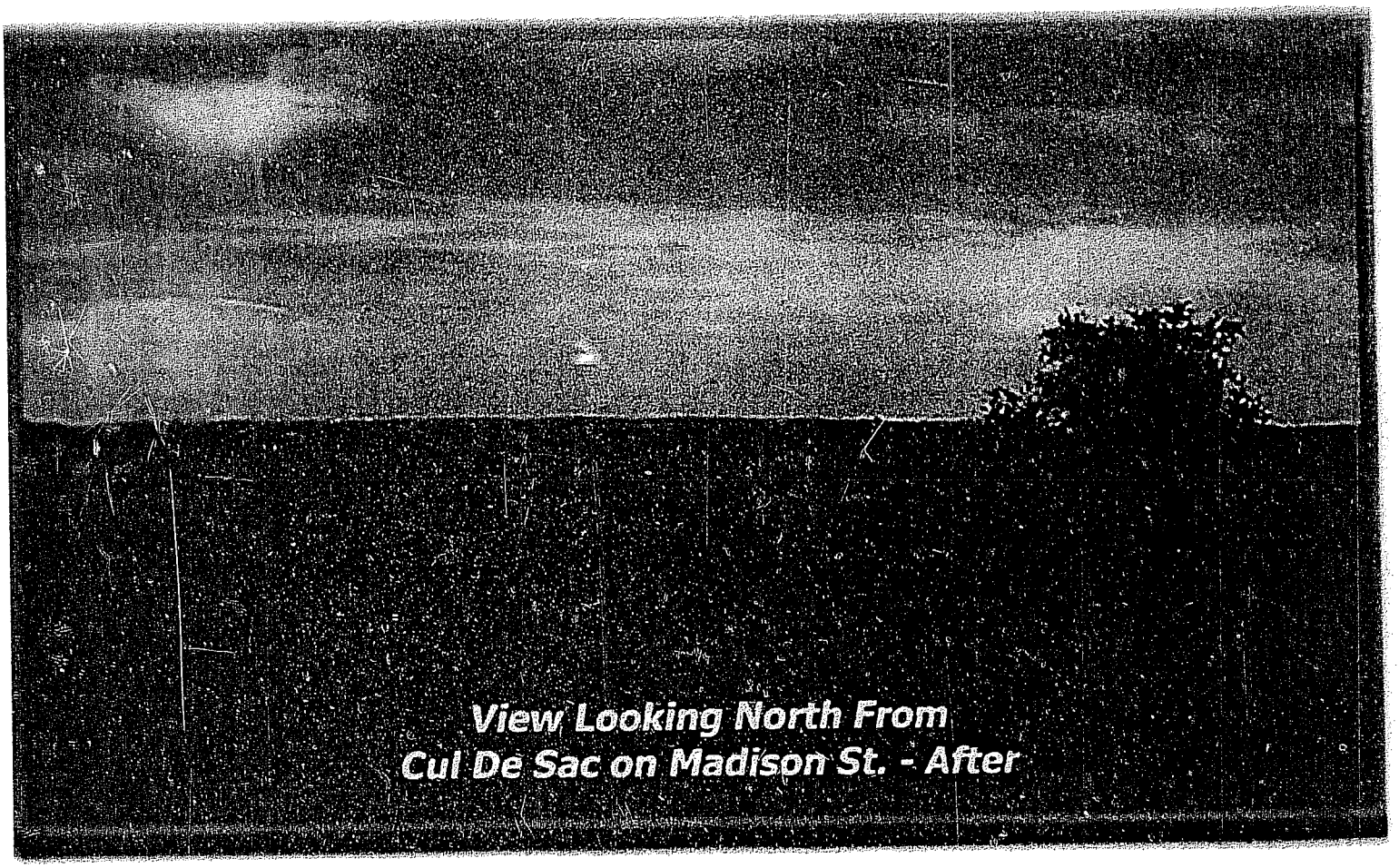
View Looking West From
Highlands Ridge Along 4th Street - Before



View Looking West From
Highlands Ridge Along 4th Street - After



View Looking North From
Cul De Sac on Madison St. - Before



View Looking North From
Cul De Sac on Madison St. - After

**Item 24:**

Appendix E, page 31, section 7.0, states "the City will design and construct the proposed project consistent with the standards adopted by other states and within the recommended limits for general public continuous exposure published as guidelines by the International Radiation Protection Association". Provide a copy of these standards and guidelines.

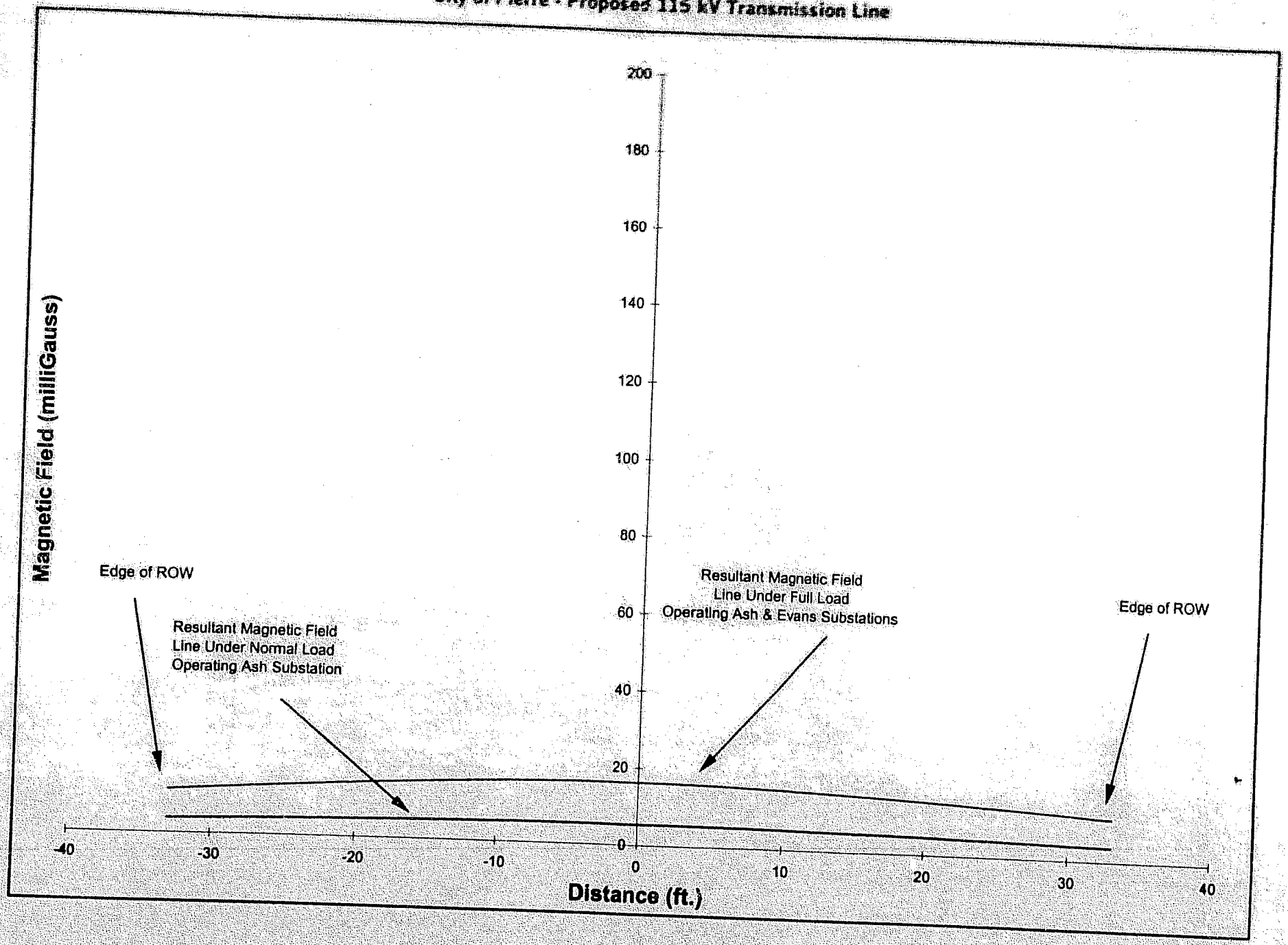
***Response to Item 24:***

See the attached graphs that represent models of the anticipated electric and magnetic fields of the proposed project. Note that in both cases, the expected field strengths would be well below any currently adopted state standard. Also included are guidelines published by the International Commission on Non-Ionizing Radiation Protection?

# CONTINUATION

23 -

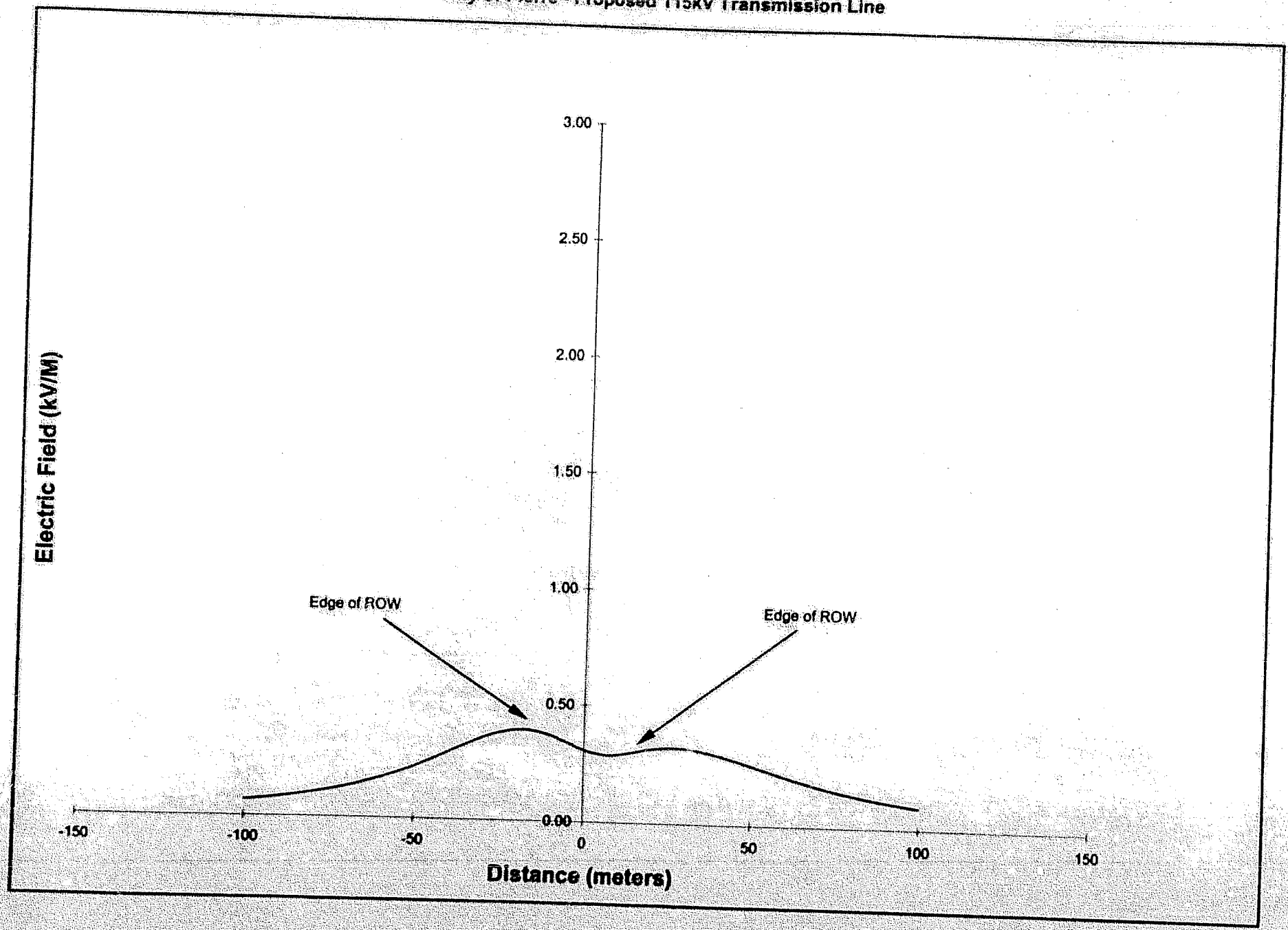
# City of Pierre - Proposed 115 kV Transmission Line




R:\hlyprojects\120522\MFCALCX Chart 1 (9/27/00)

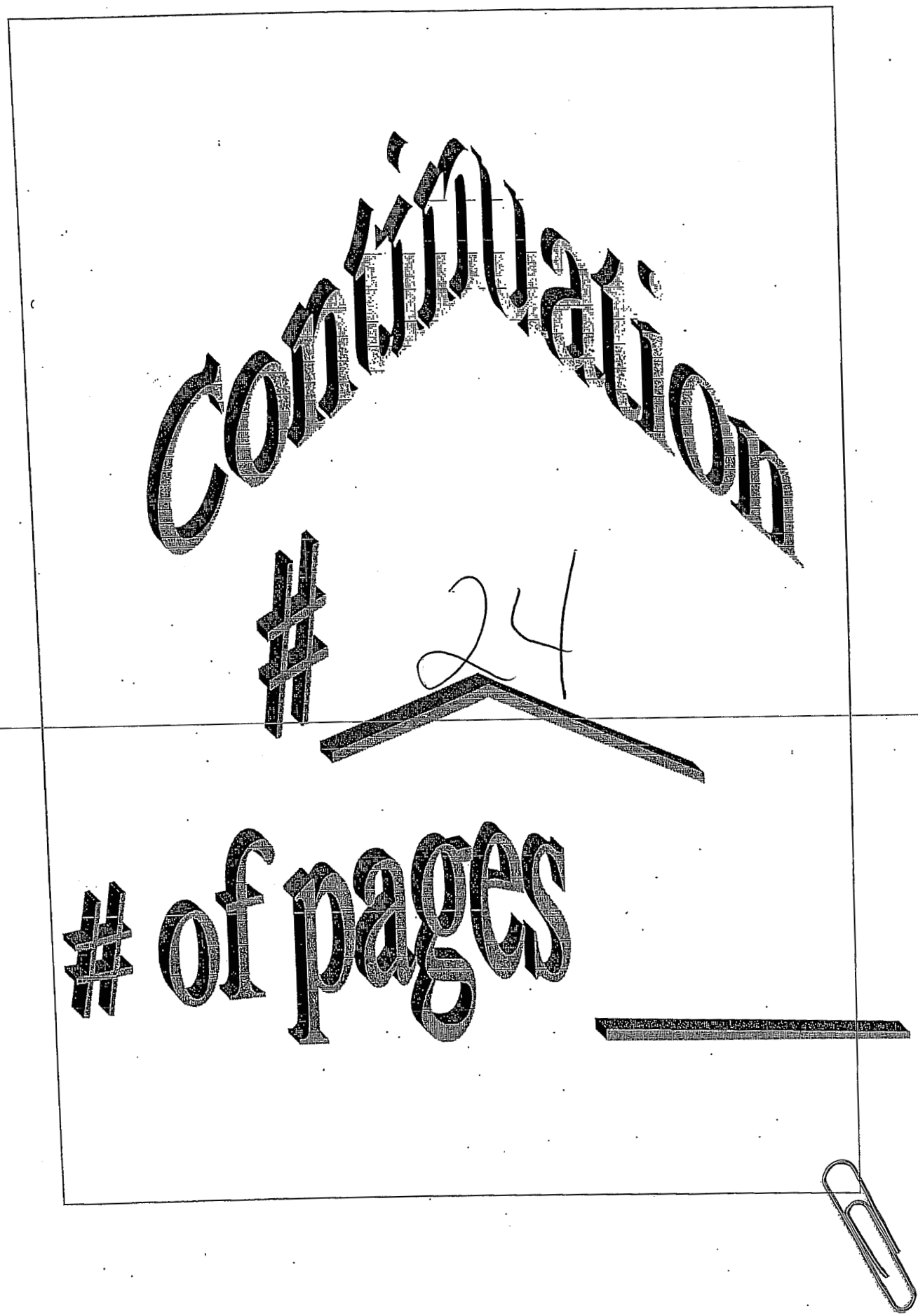
State Recommended Guidelines
Maximum Magnetic Field Levels
Edge ROW - FL (150 mG) NY (200 mG)

City of Pierre - Proposed 115kV Transmission Line




R:\hlyprojects\120522\design\EFCALCX Chart 11 (9/27/00)

State Recommended Guidelines
Maximum Electric Field Levels-Edge ROW
FL (2kV/m) MT (1kV/m)
N I /3kV/m) NV /1 5kV/m)


confirmation
# 24
# of pages

# Questions and Answers About EMF Electric and Magnetic Fields Associated with the Use of Electrical Power. January 1995.

**Government Actions**

Last modified on: Wednesday, January 12, 2000 14:55:44
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## Q. Are there any standards for 60-Hz EMFs?

A. In the United States, there are no federal health standards specifically for 60-Hz EMFs.

At least six states have set standards for transmission line electric fields; two of these also have standards for magnetic fields (see below). The two state magnetic field standards (New York and Florida) are basically the maximum fields that existing lines in those states produce under maximum load-carrying conditions. In other words, their purpose is to ensure that future power lines do not exceed current EMF levels.

The right-of-way is a strip of land for which a utility acquires permanent rights that allow the utility to build, operate, and maintain its transmission lines. These rights enable the utility to keep the right-of-way clear of trees, structures, and fire hazards that could compromise the reliability of the line and the safety of employees and the public.

**Please note: you must be using NCSA Mosaic 2b3 or later or Netscape 1.1 or later to view the tables below.**

**State Transmission Line EMF Standards and Guidelines**

| . | Electric Field | | Magnetic Field | |
|---|---|---|---|---|
| State | On R.O.W. | Edge R.O.W. | On R.O.W. | Edge R.O.W. |
| Florida | 8 kV/m* | 2 kV/m | -- | 150 mG* (max. load) |
| . | 10 kV/m** | . | . | 200 mG** (max. load) |
| . | . | . | . | 250 mG*** (max. load) |
| Minnesota | 8 kV/m | -- | -- | -- |
| Montana | 7 kV/m+ | 1 kV/m | -- | -- |
| New Jersey | -- | 3 kV/m | -- | -- |
| New York | 11.8 kV/m | 1.6 kV/m | -- | 200 mG (max. load) |
| . | 11 kV/m++ | -- | -- | -- |
| | | | | |

| | | | | |
|---|---|---|---|---|
| . | 7 kV/m+ | -- | -- | -- |
| Oregon | 9 kV/m | -- | -- | -- |

* For lines of 69-230 kV.
** For 500-kV lines.
*** For 500-kV lines on certain existing R.O.W.
+ Maximum for highway crossings.
++ Maximum for private road crossings.
R.O.W. = right-of-way.

## International Commission on Non-Ionizing Radiation Protection (IRPA/INIRC) Guidelines

| Exposure (50/60 Hz) | Electric Field | Magnetic Field |
|---|---|---|
| Occupational: | . | . |
| Whole working day | 10 kV/m | 5 G (5,000 mG) |
| Short term * | 30 kV/m | 50 G (50,000 mG) |
| For limbs | -- | 250 G (250,000 mG) |
| General Public: | . | . |
| Up to 24 hours per day | 5 kV/m | 1 G (1,000 mG) |
| Few hours per day | 10 kV/m | 10 G (10,000 mG) |

*** For electric fields of 10-30 kV/m, field strength (kV/m) x hours of exposure should not exceed 80 for the whole working day. Whole-body exposure to magnetic fields up to 2 hours per day should not exceed 50 G.**
**Source: IRPA/INIRC 1990.**

Two organizations have developed guidelines for 60-Hz EMF exposure, as shown in the tables above and below. Note that both these sets of guidelines are based on established effects of EMFs, such as nerve stimulation, and are much higher than EMF levels found typically in occupational and residential environments. They are not meant to correspond to the low-level field strengths associated with elevated cancer incidence reported in recent epidemiological studies and should not be interpreted as distinguishing "safe" from "unsafe" EMF levels. We do not know at this point whether EMF exposure from power frequency sources constitutes a health hazard. Therefore, we cannot determine levels of exposure which are "safe" or "unsafe".

## ACGIH Occupational Threshold Limit Values for 60-Hz EMF

| Electric Field | Magnetic Field |
|---|---|
| Occupational exposures should not exceed 25 kV/m (from 0 Hz to 100 Hz). | Occupational exposure should not exceed 10 G (10,000 mG). |
| Prudence dictates the use of protective devices (e.g. suits, gloves, insulation) in fields above 15 k/Vm. | For workers with cardiac pacemakers, the field should not exceed 1 G (1,000 mG). |
| For workers with cardiac pacemakers maintain exposure at or below 1 kV/m. | |

**Source: American Conference of Governmental Industrial Hygienists (ACGIH) 1994.**

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**Item 25:**

Appendix E, page 31, section 7.0, please provide the results of the modeling studies showing the proposed Ash to Evans rebuild and the new Ash to Oahe-Pierre 115kV transmission line design and EMF strengths. Provide the EMF standards used to determine compliance.

***Response to Item 25:***

See the response to Item 24 above.

**Item 26:**

Appendix E, page 31, section 7.0, what have you determined the proper distances to be from buildings and the ground and for operation of agricultural equipment or other heavy equipment underneath these lines?

***Response to Item 26:***

The National Electrical Safety Code, when used as the guideline to determine minimum electrical vertical clearances, recommends 20.5' of vertical clearance over roads or in other areas traversed by vehicles, such as cultivated, grazing, forest, orchards, etc. (See National Electrical Safety Code –1997, Rule 233C2). The City of Pierre has opted to design for clearances that exceed these minimums.

On September 21, 2000 a second information request was received by the City from the Commission. Following is the response to that request.

**Item:** In Chapter 2 several outages are cited as reasons for the system upgrade. Provide details of the cause(s) of each outage cited in Chapter 2 and explain how the addition of the proposed transmission lines would have prevented or minimized the duration for each of the outages.

***Response:***

The outages referred to in the request for information were the March 14, 1996, Dec. 16, 1996, Jan. 7, 1997, Feb 28, 1998, Sept. 18, 1998 and July 14, 2000 outages. The outage history reports for these outages are shown as Figures 2.1 through 2.5 in the application.

## Outage of March 14, 1996

*Outage Cause:*
The cause of this outage was the failure of the shield wire between the City's Evans and Ash Substations. The shield wire broke and fell into the phases, causing the single transmission feed to the City's distribution system to short circuit.

*How Prevented or Minimized:*
This one-hour outage would have been merely a blink had the alternate loop feed been in place. The new protection devices at the substations would have isolated the failed segment and de-energized that segment between the substations instead of opening the only protection device at the Western Substation and de-energizing the City's two substations.

## Outage of Dec. 16, 1996

*Outage Cause:*
The cause for this outage was a lightning rod falling into the phases between the Western Area Power Administration (Western) Pierre Substation and the City's Evans Substation. The lightning rod falling into the phases caused the transmission line to short circuit. The rod remained on the line and poor visibility and weather conditions would not permit the problem to be found and extended the outage to over 8 hours.

*How Prevented or Minimized:*
This more than 8-hour outage would have been merely a blink had the alternate loop feed been in place. The new protection devices at the substations would have isolated the failed segment and de-energized that segment between the substations instead of opening the only protection device at the Western Substation and de-energizing the City's two substations.

**Outage of Jan. 7, 1997**

***Outage Cause:***
A fire on the top of a pole caused the shield wire to fall into the phases between the Ash Substation and Evans Substation. This caused the transmission feed to short circuit and drop power to both Evans and Ash Substations in the City of Pierre.

***How Prevented or Minimized:***
This 2-hour outage would have been merely a blink had the alternate loop feed been in place. The new protection devices at the substations would have isolated the failed segment and de-energized that segment between the substations instead of opening the only protection device at the Western Substation and de-energizing the City's two substations.

**Outage of Feb. 28, 1998**

***Outage Cause:***
This outage was caused by an automobile accident that hit a distribution switch. The collision caused the transformer at the City's Ash Substation to fail due to the fault current caused by the short circuit. This caused the protection device in the Western Pierre Substation to operate and drop power to both Evans and Ash Substations.

***How Prevented or Minimized:***
With the alternate looped transmission feed and protection devices in place this outage would have only impacted those customers on the Ash Substation feeders by automatically isolating that station from the transmission feed. Therefore, 2000 customers would have been affected instead of 4000. There would have also been shorter outage duration because fewer customers affected would reduce switching time to restore power.

**Outage of Sept. 18, 1998**

***Outage Cause:***
Heat in the control cabinet of the temporary Ash Substation transformer built up and caused sensors to open the protection device in Western's Pierre Substation causing the transmission feed to the Evans and Ash Substations to become de-energized.

***How Prevented or Minimized:***
With the alternate looped transmission feed and protection devices in place this outage would have only impacted those customers on the Ash Substation feeders by automatically isolating that station from the transmission feed. Therefore, 2000 customers would have been affected instead of 4000. There would have also been shorter outage duration because fewer customers affected would reduce switching time to restore power.

## Outage of July 14, 2000

*Outage Cause:*
An active phase of the City's transmission feed between the Evans and Ash Substations broke causing a short circuit and opening the protection device at Western's Pierre Substation causing de-energization of the City's Evans and Ash Substations.

*How Prevented or Minimized:*
This more than 4-hour outage would have been merely a blink had the alternate loop feed been in place. The new protection devices at the substations would have isolated the failed segment and de-energized that segment between the substations instead of opening the only protection device at the Western substation and de-energizing the City's two substations.

## Discussion of the Outages and the Effect of the Proposed System

A second, looped feed to the Ash Substation would allow system redundancy and would provide the distribution systems of the Evans and Ash Substations a back fed source. This loop would be protected such that fault conditions similar to the ones listed above would cause only a momentary blink, which would be interpreted by the substation electronics as a signal to transfer the source transmission feed. This type of configuration is only possible with a looped transmission system providing an alternative transmission source through the Ash Substation. The attached one line diagram shows the existing and proposed systems.

When evaluating the one line diagram of the existing system it becomes apparent that a failure in the transmission feed from Western's Pierre Substation to the City's Ash Substation can cause a major outage. This is because the Evans and Ash Substations are presently isolated on a radial feed and the only short circuit protection is in Western's Pierre Substation. This occurred during the outage events of March 14, 1996, Dec. 16, 1996, Jan. 7, 1997, and July 14, 2000.

In the case of the transformer failures on Feb. 28, 1998 and Sept. 18, 1998, the sectionalizing scheme that would be integrated with a second looped transmission feed would not stop the outages from occurring. However, the number of customers affected by the outages would be cut by half due to the back feed capabilities and increased ability to sectionalize problems at each substation.

THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

| | |
|---|---|
| IN THE MATTER OF THE APPLICATION OF THE CITY OF PIERRE, SOUTH DAKOTA, FOR A CONSTRUCTION PERMIT FOR 4.83 MILES OF 115 kV TRANSMISSION LINE IN HUGHES COUNTY, SOUTH DAKOTA, | EL00-023 |

HEARD BEFORE THE PUBLIC UTILITIES COMMISSION

PROCEEDINGS: October 16, 2000
7:00 P.M.
Visitor's Center
Pierre, South Dakota

PUC COMMISSION: Jim Burg, Chairman
Pam Nelson, Vice-Chair
Laska Schoenfelder, Commissioner

COMMISSION STAFF PRESENT: Rolayne Ailts Wiest
Karen Cremer
Gregory A. Rislov
Michele Farris
Martin Bettmann
Bill Bullard

Reported by: Lori J. Grode, RMR

## APPEARANCES

For City of Pierre: John L. Brown
P.O. Box 280
Pierre, South Dakota, 57501

Also Present: Todd Chambers

## PROCEEDINGS

CHAIRMAN BURG: Okay. I'll call the meeting to order. This is In the Matter of the Application of the City of Pierre for a Construction Permit for 4.83 Miles of 115 kV Transmission Line in Hughes County, South Dakota.

Let the record show that all three Commissioners are here, Commissioner Schoenfelder and Nelson, and I'm Commissioner Jim Burg, Chairman of the Commission.

Who is going to -- let's see, just a minute, let me read the introduction. On August 21st, 2000, the City of Pierre submitted to the Public Utilities Commission an application for a permit to construct transmission facilities as defined at SDCL 49-41B-2(9)(b).

According to the application, these facilities consist of approximately 4.03 miles of new 115 kilovolt electric transmission line and associated terminal facilities between the City's Ash substation and the Western Area Power Administration Oahe-Pierre 115 kV line.

In addition, a .8 mile segment of the City's Ash to Evans 115 kV transmission line would be relocated to a

new route and constructed on new structures. Both transmission lines are located in Hughes County.

By order dated September 18, 2000, the Commission scheduled this public hearing pursuant to SDCL 49-41B-15 and 49-41B-16. The purpose of this hearing is to hear public comment regarding the City of Pierre's application. Any interested persons may present their views and comments regarding the application. A copy of the application is on file at the Hughes County auditor pursuant to SDCL 49-41B-15(5).

What the procedure will be tonight is we will have the City of Pierre make a short presentation on exactly on just what they're applying for. We will then allow any of the public to make a comment. We have not had any intervention; is that correct?

MS. WIEST: Not yet.

CHAIRMAN BURG: We have not had any intervention. And I think as far as the public goes, that we will -- they will not be sworn in since nobody intervened. If you want to make a comment, you can voice concerns or ask questions of the city. That's the purpose of this public testimony. With that, who appears on the part of the city?

MR. BROWN: I'm John Brown. I'm city attorney for the City of Pierre. Todd Chambers, electrical engineer

for the City of Pierre will provide background on the line.

CHAIRMAN BURG: Okay. With that I think we'll turn over to you, Todd, and you can give the background on what the line is and we'll see if we have any public comment.

MR. CHAMBERS: Okay. Basically, as you know, I've been working on this project for quite some time. We feel there's quite a need for it. We've experienced approximately six outages, six system outages on the transmission side over the past about four years.

With the new line in place, we would just experience a blink on a majority of those instead of a long duration outage. These two documents, I guess, that were submitted to you give in detail all that information about the outages and so on. But, like I say, with the line it would be a much better reliability for the city.

With only one feed we're depending on that one line for actually two-thirds of our electrical power to the city. So one failure on that, well, 30-year-old circuit would cause us to be out until it's repaired, which could mean quite a duration.

With the new line looping the system, that would make it a much shorter duration outage, and, again, it would probably just be a blink rather than several hours.

Quite a bit of work went into this to choose which direction or where to put the line. And the routing study was conducted by Power Engineers, who's also doing the design on the line. We looked at basically eight alternatives for placing the line, including underground as well as overhead transmission line.

We had a public meeting with the city commission where people came in and gave us their ideas and thoughts on the line and where it should go. We also had a public hearing in front of the PUC which people testified and also gave some ideas on where to put the line.

So with that information we actually did a slight reroute of the line to help out a couple landowners that had some concerns. And since then, I guess, we've basically signed easements with a majority of the landowners. Really there's four that are outstanding right now, but those are -- we feel that those are just a matter of getting the paperwork done, I guess, on most of those.

So that's kind of where we're at, I guess, with the line right now. I do have a map that kind of shows the layout of the route, if anybody is interested in seeing that. I don't know if you want me to fold that and hold it up or --

CHAIRMAN BURG: Does anybody need to see the map?

MR. CHAMBERS: Okay. But I guess that's basically why we need the line.

CHAIRMAN BURG: Does staff have any questions? Who's appearing on the part of staff? Or is staff going to make any presentation?

MS. CREMER: No, we're not, just a public input.

CHAIRMAN BURG: You did say you have what, two or three outstanding landowners?

MR. BROWN: We have right now I think -- well, there are three landowners on one parcel of property that has not been settled yet. We have two other landowners who cover a considerable amount of property that we've reached agreement on. We haven't got the papers signed but we're in agreement.

We have one other landowner that we're still negotiating. We've really actually arranged a purchase agreement with him if we can work out a waiver of covenants on the property he's on. So essentially really we're down to one set of landowners on a given parcel of property that there may be a need for condemnation on.

CHAIRMAN BURG: Okay. Commissioners have any questions to ask?

COMMISSIONER NELSON: I don't.

COMMISSIONER SCHOENFELDER: No.

CHAIRMAN BURG: Is there anybody in the public who

would have any comment either pro or con? Any comment at all?

MR. BROWN: I guess one point the Commission is aware of this previous matter previously being before the Commission, the issue at that time was whether in fact we needed to come before the Commission for this power line. And as Todd pointed out, a lot of the issues that were raised in that previous hearing led to changes in the routing of the line and further clarification of the routing.

It hasn't changed the need obviously or any of those issues, and essentially we're still running the same track or the same plan. But I want to make clear, too, that this is not to provide any new power to the City of Pierre. It's a redundancy issue to give greater reliability.

CHAIRMAN BURG: Just for anybody that may, from the public that may not know, we did determine that, yes, this was a line that did need approval of the Commission. It raised to that level. And that's when the city went ahead and negotiated with the landowners, and then that's the purpose of this public hearing. So that we can clarify that we do -- we are approving where the route goes, the citing of this particular line because it does come under jurisdiction under South Dakota law.

Does anybody have any other comments at all? Do we need anything else?

MS. WIEST: I don't think so.

CHAIRMAN BURG: Either questions or comments? I mean, if not, that concludes the meeting.

MS. FARRIS: Chairman Burg, I did make extra copies of the application if anybody is interested, they're on the table.

CHAIRMAN BURG: If anybody does want one, they can pick it up afterwards. Nobody else has any comments at all? That would conclude the meeting. We have met the statutory requirement for public meeting to give people the opportunity.

We just -- did you have any comments?

GENTLEMAN IN CROWD: Not yet.

CHAIRMAN BURG: Well, we just were finishing.

GENTLEMAN IN CROWD: Okay.

CHAIRMAN BURG: They just explained what the route was, the fact that nobody had any concerns at this time. They do have one piece of property that they're still working on, but that's ongoing. And with that nobody else had any questions or anything, so if you have any comments?

GENTLEMAN IN CROWD: I don't have any comments. I just was wondering what was going on.

CHAIRMAN BURG: Almost missed it.

MR. BROWN: Chairman Burg, I would just inquire of the staff or the Commission as to timing or the process from here.

MS. CREMER: I'm going to talk to Sue and have her set a hearing date. You know, I'm not sure what the Commission calendar looks like, so she'll be calling you with some dates. Probably December, January, somewhere around in there is what I'm thinking. It's not my end.

CHAIRMAN BURG: Will there actually be a hearing if there's no intervenors or any comments?

MS. CREMER: We wouldn't have to have a hearing. I think we can do it by stipulation.

MS. WIEST: Right. I know on one previous case there's always a public input hearing, but not necessarily a contested case hearing when staff and the person building the line has reached an agreement and usually they enter into conditions for the construction of the line.

MS. CREMER: I figured we would have her set a date and that way we would have it there.

CHAIRMAN BURG: Right. Just again, for the public input, if the staff and the city can fully agree, they would submit a stipulated agreement to the Commissioners; then we would act on the stipulated agreement. If we

refused it, then it would go to hearing process; and if we don't, it could be adopted. That's so that it does follow the entire process of the law.

MS. WIEST: And the intervention deadline hasn't run yet, but it is October 20th, so there is still time for anybody to intervene.

CHAIRMAN BURG: Is that Friday?

MS. CREMER: Yes.

MS. WIEST: Yes.

CHAIRMAN BURG: Does anybody have anything else they want to add? I don't want to cut anyone off. It seems like it was really short. Larry.

MR. WEISS: Jim, I might just comment from a citizen perspective as opposed to city commissioner.

CHAIRMAN BURG: I think everybody knows you, Larry, but do you want to introduce yourself?

MR. WEISS: Anyway, as Todd said, we only have one feed and that takes care of two-thirds of the city. I don't recall which year it was when we had 50 or 60 below wind chill factor and we had an outage for about seven hours or so, which under those conditions is pretty severe. And I know in our house the temperature dropped 30, 40 degrees during that time period with no power.

So, you know, if our crews wouldn't have been as industrious as they were and got the thing fixed in the

time frame they did -- it certainly was a challenge in that kind of weather -- it could have been more serious for more folks. So I'm wanting to point out the importance of this line and the dual feed so that we don't have those conditions in the future.

CHAIRMAN BURG: All right. Anybody have anything else? If not, that would conclude the meeting. And if you want a copy of the application that was made, pick one up on the table. Thank you for coming.

(The hearing concluded at 7:16 p.m.)

STATE OF SOUTH DAKOTA ) IN CIRCUIT COURT
:SS
COUNTY OF STANLEY ) SIXTH JUDICIAL CIRCUIT

I, Lori J. Grode, Registered Merit Reporter and Registered Professional Reporter and Notary Public in and for the State of South Dakota:

DO HEREBY CERTIFY that the above hearing pages 1 through 11, inclusive, was recorded stenographically by me and reduced to typewriting.

I FURTHER CERTIFY that the foregoing transcript of the said hearing is a true and correct transcript of the stenographic notes at the time and place specified hereinbefore.

I FURTHER CERTIFY that I am not a relative or employee or attorney or counsel of any of the parties, nor a relative or employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Ft. Pierre, South Dakota, this 18th day of October, 2000.

Lori J. Grode, RMR/RPR
Notary Public

# Sign In 10/16/00 Hearing

| Name | Address | | Phone |
|---|---|---|---|
| B. Ofears. | 405 W 5th | Pierre | 224-4 |
| Ed Anderson | 211 E Broadway | | 224-8823 |
| John Brown | 1122 N. Onida | Pierre | 4-582 |

# BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

| | | |
|---|---|---|
| **IN THE MATTER OF THE APPLICATION OF THE CITY OF PIERRE FOR A CONSTRUCTION PERMIT FOR 4.83 MILES OF 115KV ELECTRIC TRANSMISSION LINE IN HUGHES COUNTY, SOUTH DAKOTA** | ) ) ) ) ) | **ORDER FOR AND NOTICE OF HEARING**<br><br>**EL00-023** |

On August 21, 2000, the City of Pierre (Pierre) submitted to the Public Utilities Commission (Commission) an application for a permit to construct transmission facilities as defined at SDCL 49-41B-2(9)(b). According to the application, these facilities consist of approximately 4.03 miles of new 115 kilovolt (kV) electric transmission line and associated terminal facilities between the City's Ash Substation and the Western Area Power Administration Oahe-Pierre 115kV line. In addition, a 0.80 mile segment of the City's Ash to Evans 115kV transmission line would be relocated to a new route and constructed on new structures. Both transmission lines are located in Hughes County, South Dakota. SDCL 49-41B-12 requires a minimum filing fee deposit of $8,000.

On August 24, 2000, the Commission electronically transmitted notice of the filing to interested individuals and entities. Applications for party status were due by October 20, 2000. No applications for party status were filed.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-41B, specifically 49-41B-1, 49-41B-4, 49-41B-11, 49-41B-12, 49-41B-15, 49-41B-16, 49-41B-17, 49-41B-17.1, 49-41B-21, 49-41B-22, 49-41B-25, 49-41B-26, 49-41B-33, 49-41B-38, and ARSD Chapter 20:10:22.

A hearing shall be held on December 14, 2000, beginning at 1:00 P.M., in Room 412 of the State Capitol Building, 500 E. Capitol, Pierre, South Dakota. All persons testifying will be subject to cross-examination by the parties.

*The issue at the hearing is whether a permit to construct the transmission facilities shall be granted, denied, or granted upon such terms, conditions, or modifications of the construction, operation, or maintenance as the Commission may deem appropriate.*

The hearing shall be an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to be present and to be represented by an attorney. These rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on the testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20. After the hearing the Commission will consider all evidence and testimony that was presented at the hearing. The Commission will then enter Findings of Fact, Conclusions of Law, and a Final Decision regarding this matter. As a result of the hearing, the Commission shall determine whether a permit to construct the transmission facilities

shall be granted, denied, or granted upon such terms, conditions, or modifications of the construction, operation, or maintenance as the Commission may deem appropriate. The Commission's decision may be appealed by the parties to the state Circuit Court and the state Supreme Court as provided by law. It is therefore

ORDERED, that a hearing shall be held at the time and place specified above on the issue of whether a permit to construct the transmission facilities shall be granted, denied, or granted upon such terms, conditions, or modifications of the construction, operation, or maintenance as the Commission may deem appropriate.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 7th day of November, 2000.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Elaine Kalbs

Date: 11/7/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner

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## ADDENDUM NUMBER 2:

## AN APPLICATION TO THE SOUTH DAKOTA PUBLIC UTILITITES COMMISSION FROM THE CITY OF PIERRE, SOUTH DAKOTA FOR A CONSTRUCTION PERMIT FOR 4.83 MILES OF 115Kv ELECTRIC TRANSMISSION LINE IN HUGHES COUNTY, SOUTH DAKOTA

In response to a data request from the Commission staff dated November 1, 2000, the City of Pierre, South Dakota respectfully submits the following addenda items to the above application:

1. Existing land use maps from the City of Pierre, South Dakota Comprehensive Master Plan, and from the Hughes County, South Dakota Comprehensive Master Plan are attached.

2. A project schedule that reflects potential project implementation is attached. It should be noted that the City would not commit to material procurement and contractor selection until the SDPUC grants the City a project permit.

3. Appendix E, page 9, second paragraph, last sentence, states "This evaluation resulted in a direct north-south alignment of the relocated portion between the Ash Substation and the new tie-in with the existing line north of Fourth Street".

   ***Clarification:*** The relocated portion of the Ash to Evans line does not go directly north out of the Ash Substation. See Appendix B, "Map of Proposed Route". Segments H and I of the relocated line run to Segment J. Segment J then runs in a north-south alignment to the tie-in with the existing Ash to Evans line. The reason for the jog produced by Segments H and I is to provide separation between the Ash to Evans line and the Ash to Oahe-Pierre line. That separation is desired in order to provide additional reliability against both lines experiencing a simultaneous outage.

4. Appendix E, page 20, first paragraph, states, "The airport is located approximately 8.6 miles east of the proposed project area."

   ***Revision:*** The correct distance between the proposed transmission line right of way and the end of the runway nearest to the right of way is approximately 8,600 feet.

# CONTINUATION

25 -

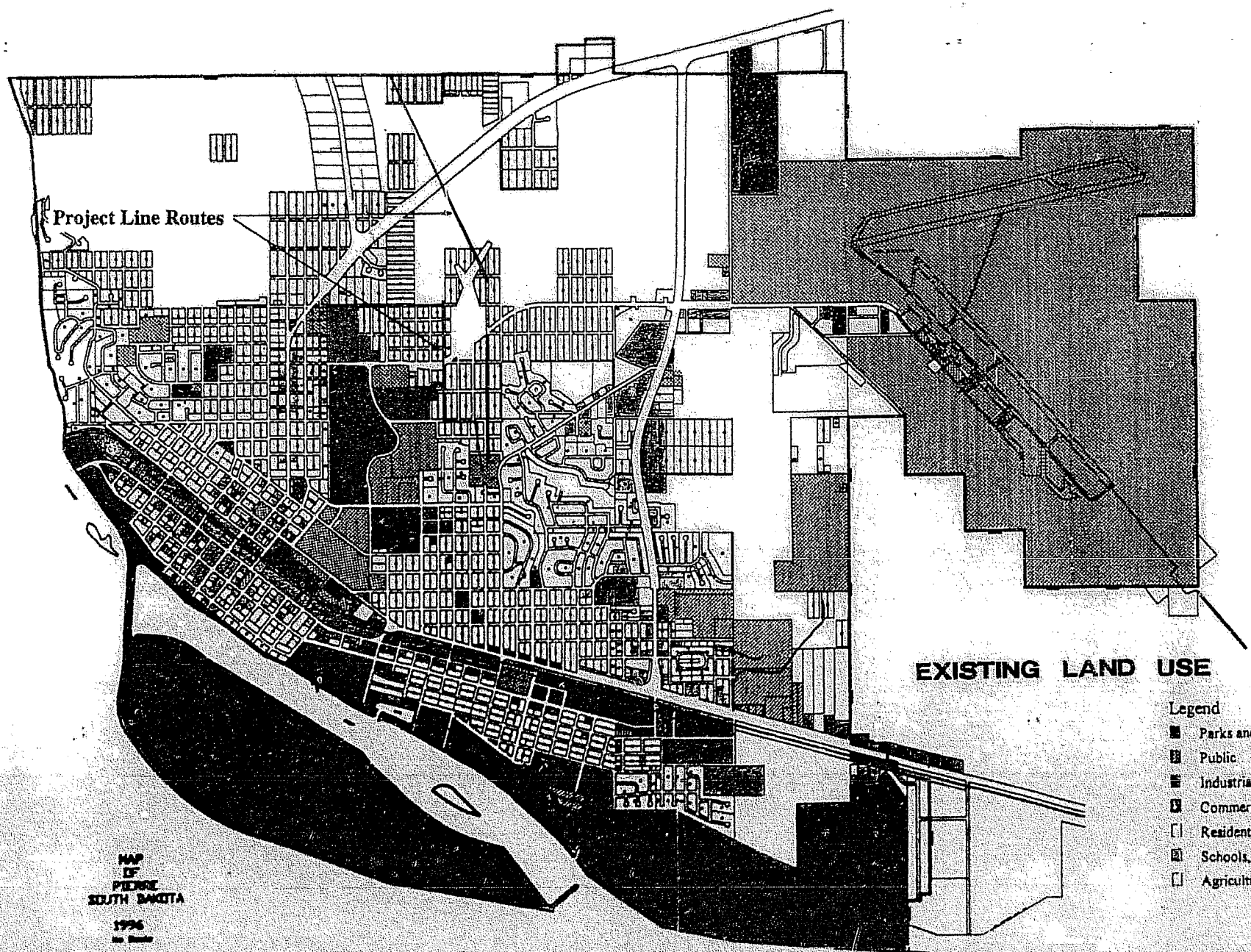
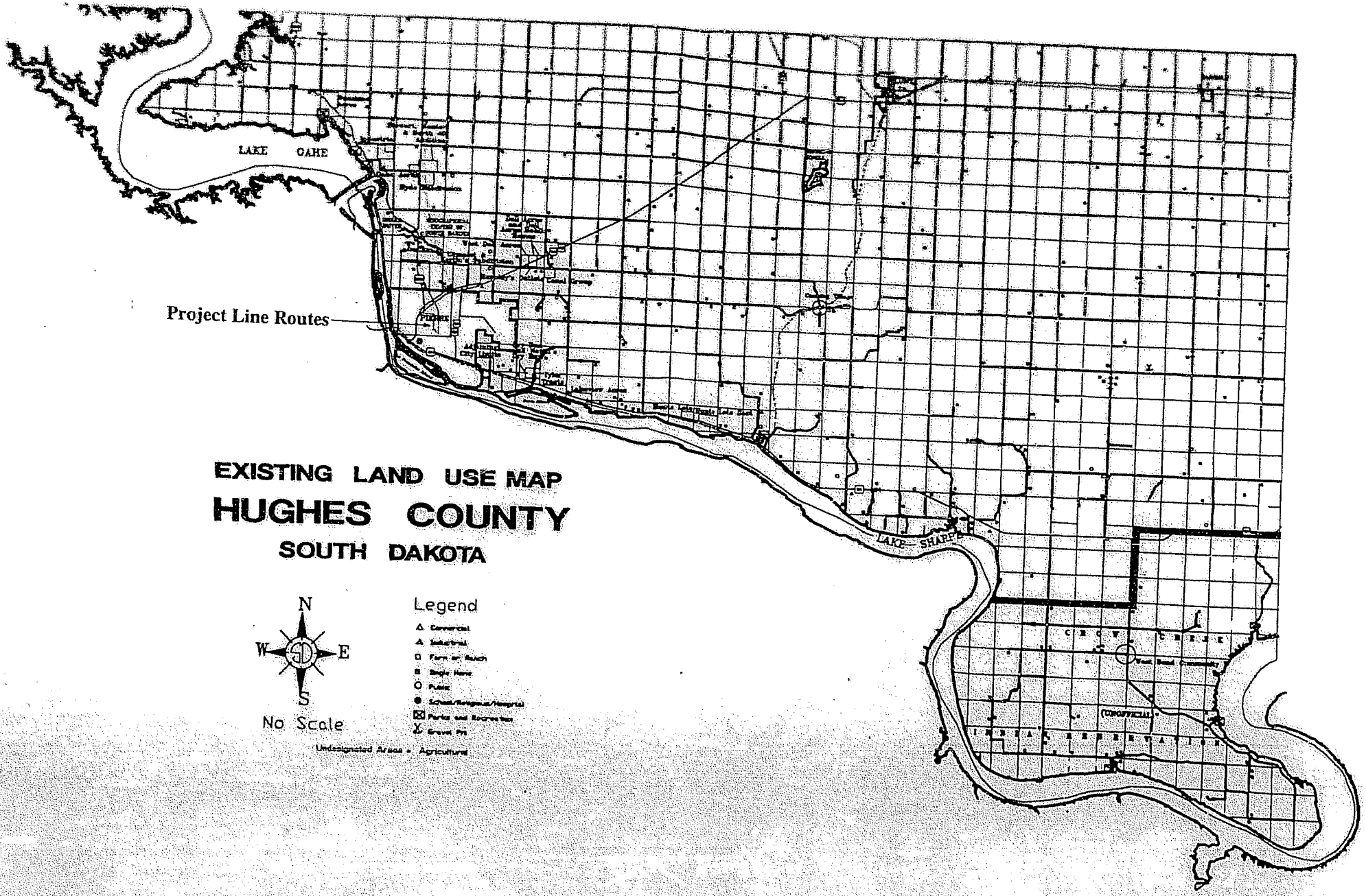
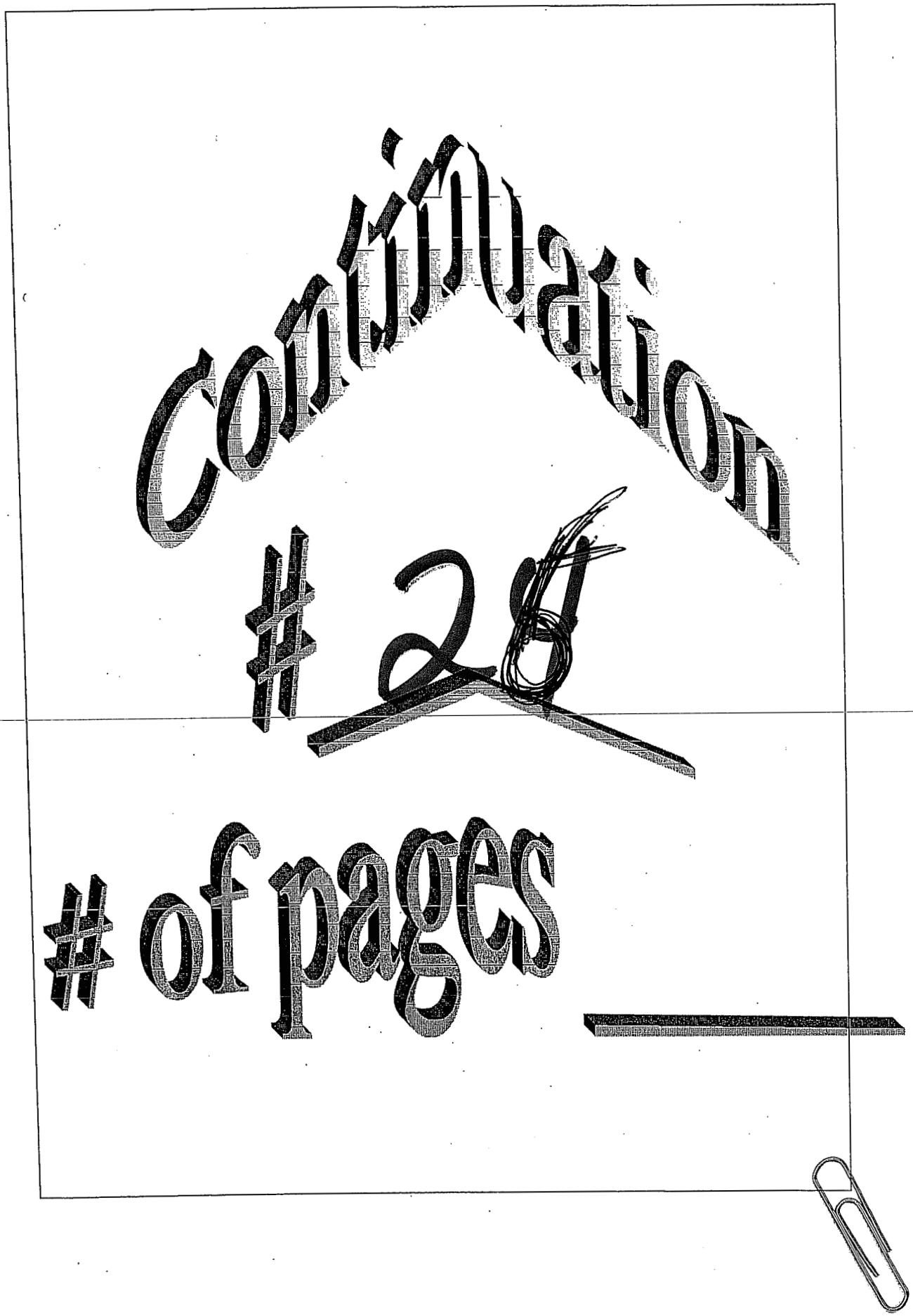

Project Line Routes
North
EXISTING LAND USE
Legend
Parks and Recreation
Public
Industrial
Commercial
Residential
Schools, Religious, Hospitals
Agriculture, Undeveloped
MAP OF PIERRE SOUTH DAKOTA
1996

FIGURE 2


LAKE OAHE
Project Line Routes
PIERRE
LAKE SHARPE
EXISTING LAND USE MAP
HUGHES COUNTY
SOUTH DAKOTA
N
W
E
S
No Scale
Legend
Undesignated Areas - Agricultural


continuation
#28
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# BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

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| **IN THE MATTER OF THE APPLICATION OF THE CITY OF PIERRE FOR A CONSTRUCTION PERMIT FOR 4.83 MILES OF 115KV ELECTRIC TRANSMISSION LINE IN HUGHES COUNTY, SOUTH DAKOTA** | ) ) ) ) ) | **AMENDED ORDER FOR AND NOTICE OF HEARING**<br><br>**EL00-023** |

On August 21, 2000, the City of Pierre (Pierre) submitted to the Public Utilities Commission (Commission) an application for a permit to construct transmission facilities as defined at SDCL 49-41B-2(9)(b). According to the application, these facilities consist of approximately 4.03 miles of new 115 kilovolt (kV) electric transmission line and associated terminal facilities between the City's Ash Substation and the Western Area Power Administration Oahe-Pierre 115kV line. In addition, a 0.80 mile segment of the City's Ash to Evans 115kV transmission line would be relocated to a new route and constructed on new structures. Both transmission lines are located in Hughes County, South Dakota. SDCL 49-41B-12 requires a minimum filing fee deposit of $8,000.

On August 24, 2000, the Commission electronically transmitted notice of the filing to interested individuals and entities. Applications for party status were due by October 20, 2000. No applications for party status were filed.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-41B, specifically 49-41B-1, 49-41B-4, 49-41B-11, 49-41B-12, 49-41B-15, 49-41B-16, 49-41B-17, 49-41B-17.1, 49-41B-21, 49-41B-22, 49-41B-25, 49-41B-26, 49-41B-33, 49-41B-38, and ARSD Chapter 20:10:22.

A hearing shall be held on December 14, 2000, beginning at ~~1:00~~ 3:00 P.M., in Room 412 of the State Capitol Building, 500 E. Capitol, Pierre, South Dakota. All persons testifying will be subject to cross-examination by the parties.

The issue at the hearing is whether a permit to construct the transmission facilities shall be granted, denied, or granted upon such terms, conditions, or modifications of the construction, operation, or maintenance as the Commission may deem appropriate.

The hearing shall be an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to be present and to be represented by an attorney. These rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on the testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20. After the hearing the Commission will consider all evidence and testimony that was presented at the hearing. The Commission will then enter Findings of Fact, Conclusions of Law, and a Final Decision regarding this matter. As a result of the hearing, the Commission shall determine whether a permit to construct the transmission facilities

shall be granted, denied, or granted upon such terms, conditions, or modifications of the construction, operation, or maintenance as the Commission may deem appropriate. The Commission's decision may be appealed by the parties to the state Circuit Court and the state Supreme Court as provided by law. It is therefore

ORDERED, that a hearing shall be held at the time and place specified above on the issue of whether a permit to construct the transmission facilities shall be granted, denied, or granted upon such terms, conditions, or modifications of the construction, operation, or maintenance as the Commission may deem appropriate.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 1st day of December, 2000.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Melanie Kalbo

Date 12/1/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner

# Memorandum

To: Commissioners Burg, Nelson, and Schoenfelder

From: Michele Farris MF

CC: City of Pierre; Karen Cremer; Greg Rislov; and Rolayne Wiest

Date: December 1, 2000

Re: El00-023 – In the Matter of the Application of the City of Pierre for a Construction Permit for 4.83 Miles of 115 kV Electric Transmission Line in Hughes County, South Dakota

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Enclosed is a summary of the City of Pierre's application for a construction permit for a transmission line. The City of Pierre is required, as part of the application, to provide information as specified in ARSD 20:10:22:06 to 20:10:22:25, inclusive, 20:10:22:34, 20:10:22:35, 20:10:22:36, and 20:10:22:39.

**City Of Pierre Transmission Line Application Summary**

**20:10:22:08. Purpose of facility.** The applicant shall describe the purpose of the proposed facility.

**The City is proposing to construct the new transmission line to address existing reliability concerns. The new transmission line will provide redundancy in the system. Currently, the Evans line is the only feed to the Ash Substation. When a problem occurs with the feed the entire area loses power. With the new transmission line the problem can be isolated and power can be received from the remaining feed line.**

**20:10:22:09. Estimated cost of facility.** The applicant shall describe the estimated construction cost of the proposed facility.

**The City states the estimated construction costs for the transmission line and substation upgrade is $950,000, the estimated project design cost is $530,000 for a total estimated project cost of $1,480,000. This total does not include right of way acquisition costs.**

**20:10:22:10. Demand for facility.** The applicant shall provide a description of present and estimated consumer demand and estimated future energy needs of those customers to be directly served by the proposed facility. The applicant shall also provide data, data sources, assumptions, forecast methods or models, or other reasoning upon which the description is based. This statement shall also include information on the relative contribution to any power or energy distribution network or pool that the proposed facility is projected to supply and a statement on the consequences of delay or termination of the construction of the facility.

**The Ash substation serves a rapidly expanding area of the City of Pierre. The proposed transmission line will provide a second feed to the Ash Substation. The second feed will provide redundancy to the system where none currently exists.**

**In the past, several outages that lasted for several hours would have been merely a blink in the power had the alternate loop feed been in place. The new protection devices proposed to be installed at the substations would have isolated the failed segment and de-energized that segment between the substations instead of opening the only protection device at the Western Substation and de-energizing the City's two substations. In other outages experienced the number of customers affected by the outage would have been cut in half from 4,000 to 2,000.**

**20:10:22:11. General site description.** The application shall contain a general site description of the proposed facility including a description of the specific site and its location with respect to state, county, and other political subdivisions; a map showing prominent features such as cities, lakes and rivers; and maps showing cemeteries, places of historical significance, transportation facilities, or other public facilities adjacent to or abutting the plant or transmission site.

**The City's proposal consists of two inter-related projects: Relocation of the southern portion of its existing Ash to Evans 115 kV transmission line within the municipal boundaries of the City of Pierre and construction of a new 115 kV transmission line between its Ash Substation and Western's existing 115 kV Oahe-Pierre transmission line within the City and Hughes County.**

**Relocation of the southern segment of the Ash to Evans line will occur between the Ash Substation and a new tie-in with the existing line at a point north of Fourth Street and west of Hilger's Pond. The tie-in will be accomplished via a tap structure similar to that shown in Exhibit 5.1 of the application. As a result, a new switch station or substation will not be required.**

**The location of residences, water sources, roads, and any public facilities located near the project are shown on exhibits 5.6, 5.7, 5.8, 5.9, and 5.10 of the application.**

**20:10:22:12. Alternative sites.** The applicant shall present information related to its selection of the proposed site for the facility, including the following:

(1) The general criteria used to select alternative sites, how these criteria were measured and weighed, and reasons for selecting these criteria;

**Nine evaluation criteria were developed for the comparative screening of alternatives, including corridor length, access, number of required permits, visual impact, miles of line not co-located with existing linear facilities and boundaries, ability to meet the city's needs, number of properties crossed, reliability and cost.**

(2) An evaluation of alternative sites considered by the applicant for the facility;

**Individual weighting factors were assigned to each of these criteria to standardize their relative degree of importance and to calculate a sum total of each alternative's weighted score.**

(3) An evaluation of the proposed plant or transmission site and its advantages over the other alternative sites considered by the applicant, including a discussion of the extent to which reliance upon eminent domain powers could be reduced by use of an alternative site, alternative generation method, or alternative waste handling method.

**A comparison of the alternatives was conducted and the results are presented in Appendix G of the application.**

**20:10:22:13. Environmental information.** The applicant shall provide a description of the existing environment at the time of the submission of the application, estimates of changes in the existing environment which are anticipated to result from construction and operation of the proposed facility, and identification of irreversible changes which are anticipated to remain beyond the operating lifetime of the facility. The environmental effects shall be calculated to reveal and assess demonstrated or suspected hazards to the health and welfare of human, plant and animal communities which may be cumulative or synergistic consequences of siting the

proposed facility in combination with any operating energy conversion facilities, existing or under construction. The applicant shall provide a list of other major industrial facilities under regulation that may have an adverse affect of the environment as a result of their construction or operation in the transmission site or siting area.

**The City included an Environmental Assessment as Appendix E of the application. The Environmental Assessment describes the environment prior to construction of the proposed lines and the environmental consequences from the construction, as well as an environmental assessment for the alternatives that were rejected.**

**The transmission line was designed to be consistent with the standards adopted by other states. The state of Florida has set a standard of 150 milliGauss (mG) for a magnetic field reading at the edge of the right-of-way. The resultant magnetic filed with the line under full load operating both the Ash and Evans Substations is approximately 18 mG at the transmission line and approximately 10 mG at the edge of the right of way. The electric Field standard set by the state of Montana is 1 kV/m at the edge of the right of way. The electric field of the proposed line at the edge of the right of way is approximately 0.40 kV/m.**

**20:10:22:14. Effect on physical environment.** The applicant shall provide information describing the effect of the proposed facility on the physical environment. The information shall include:

(1) A written description of the regional land forms surrounding the proposed plant site or through which the transmission facility will pass;

**The project area consists of two dominant soil types. The Lowry-Agar association consists of nearly level to gently sloping, well drained silty soils. The more level segments of the proposed right of way such as the segment between US 14/83 and Range Road are located on the Lowry-Agar association. The Gettys-Betts association consists of rolling to steep, well drained to excessively drained loamy soils that formed in glacial till on uplands. In general, the Gettys-Betts association occurs along the steep to moderately steep slopes between the Ash Substation north to US 14/83 and again west of Highway 1804 along Perch Place.**

(2) A topographic map of the transmission site or siting area;

**A topographic map was included in appendix B. In general, its relief is mainly nearly level to sloping, but becomes steeper along the Missouri River and larger creeks and drainages.**

(3) A written summary of the geological features of the siting area or transmission site using the topographic map as a base showing the bedrock geology and surficial geology with sufficient cross-sections to depict the major subsurface variations in the siting area;

**The underlying geologic material for the Pierre and adjoining Hughes county area is the Pierre Shale. The Pierre Formation is the only bedrock exposed in Hughes County**

(4) A description and location of economic deposits such as lignite, sand and gravel, scoria, and industrial and ceramic quality clay existent within the plan or transmission site;

**There are no economic mineral deposits that occur in the project area as stated in the Soil Survey of Hughes County (US Dept of Ag, SCS 1975.)**

(5) A description of the soil type at the plant site;

**The soil types are discussed in (1) above.**

(6) An analysis of potential erosion or sedimentation which may result from site clearing, construction, or operating activities and measures which will be taken for their control;

**The steepness, slopes and characteristics of the Gettys-Betts association make these soils highly erodible. The City will minimize the extent of the vegetation clearing and install silt erosion and sediment control measures downgradient of all cleared areas prior to soil disturbance. The city will stabilize exposed soils via reseeding and other appropriate measures.**

(7) Information on areas of seismic risks, subsidence potential and slope instability for the siting area or transmission site; and

**Field and Laboratory testing of the soils in the proposed construction area was preformed by FMG, Inc. of Rapid City, SD. The consolidation test report shows 4.3 and 5.0 percent swell for the soils tested. These percentages are very low swell factors and do not represent a transmission line design concern.**

(8) An analysis of any constraints that may be imposed by geological characteristics on the design, construction, or operation of the proposed facility and a description of plans to offset such constraints.

**The geological characteristics within the project area impose no unusual constraints on the design, construction or operation of the City's proposed transmission facilities. The City has conducted geotechnical investigations within its proposed rights-of-way and verified the suitability for the project.**

**20:10:22:15. Hydrology.** The applicant shall provide information concerning the hydrology in the area of the proposed plant or transmission site and the effect of the proposed site on surface and groundwater. The information shall include:
(1) A map drawn to scale of the plant or transmission site showing surface water drainage patterns before and anticipated patterns after construction of the facility;
(2) Using plans filed with any local, state, or federal agencies, indication on a map drawn to scale of the current planned water uses by communities, agriculture, recreation, fish, and wildlife which may be affected by the location of the proposed facility and a summary of those effects;

(3) A map drawn to scale locating any known surface or groundwater supplies within the siting area to be used as a water source or a direct water discharge site for the proposed facility and all offsite pipelines or channels required for water transmission;
(4) If aquifers are to be used as a source of potable water supply or process water, specifications of the aquifers to be used and definition of their characteristics, including the capacity of the aquifer to yield water, the estimated recharge rate, and the quality of ground water;
(5) A description of designs for storage, reprocessing, and cooling prior to discharge of heated water entering natural drainage systems;
(6) If deep well injection is to be used for effluent disposal, a description of the reservoir storage capacity, rate of injection, and confinement characteristics and potential negative effects on any aquifers and groundwater users which may be affected.

**The City's proposed transmission project will not impact or alter any perennial streams, Hilger's Pond or local drainage patterns, or other floodplain characteristics. The City's project will not require the consumptive use of surface or ground waters. Surface and ground water resources within the project area will not be impacted by the City's project.**

**20:10:22:16. Effect on terrestrial ecosystems.** The applicant shall provide information on the effect of the proposed facility on the terrestrial ecosystems, including existing information resulting from biological surveys conducted to identify and quantify the terrestrial fauna and flora potentially affected within the transmission site or siting area; an analysis of the impact of construction and operation of the proposed facility on the terrestrial biotic environment, including breeding times and places and pathways of migration; important species; and planned measures to ameliorate negative biological impacts as a result of construction and operation of the proposed facility.

**The City's proposed project will be constructed across undeveloped lands, agricultural areas and along existing rights-of-way. Native vegetation will allow access to all sections of the rights-of-way without the need for permanent service roads. As a result, the project will cause an insignificant loss of rangeland and pasture habitat, primarily at the footprint of poles and anchors.**

**The project area supports no ecologically unique or sensitive habitats, including wetlands and aquatic habitats. No rare, threatened or endangered species occur within six tenths of a mile of the project area. The transmission project will not displace or adversely affect wildlife or aquatic species. The habitats consist of rangeland, grasslands and pastures supporting vegetation species common to South Dakota rangelands and tall, medium and shortgrass prairie.**

**20:10:22:17. Effect of aquatic ecosystems.** The applicant shall provide information of the effect of the proposed facility on aquatic ecosystems, and including existing information resulting from biological surveys conducted to identify and quantify the aquatic fauna and flora, potentially affected within the transmission site or siting area, an analysis of the impact of the construction and operation of the proposed facility on the total aquatic biotic environment and planned measures to ameliorate negative biological impacts as a result of construction and operation of the proposed facility.

**No structures, such as poles or anchors, will be placed within aquatic ecosystems or their buffer zones. The construction, operation and maintenance of the proposed transmission facilities will not impact sub-surface aquatic resources. No excavation or dewatering will be required for construction or maintenance of the city's project.**

**The proposed activity indicates that soil disturbance will be approximately 0.01 acres per site which is less than the 40,000 square feet minimum stated in the Hughes County Sediment and Erosion Control standard. The City has received a letter from the Hughes County Conservation District stating no erosion and sediment control plan is needed for the project.**

**20:10:22:18. Land use.** The applicant shall provide the following information concerning present and anticipated use or condition of the land:
(1) A map or maps drawn to scale of the siting area and transmission site identifying existing land use according to the following classification system:
(a) Land used primarily for row and nonrow crops in rotation;
(b) Irrigated lands;
(c) Pasturelands and rangelands;
(d) Haylands;
(e) Undisturbed native grasslands;
(f) Existing and potential extractive nonrenewable resources;
(g) Other major industries;
(h) Rural residences and farmsteads, family farms, and ranches;
(i) Residential;
(j) Public, commercial, and institutional use;
(k) Municipal water supply and water sources for organized rural water districts; and
(l) Noise sensitive land uses;

**The City submitted an addendum to the application, which contained a land use map.**

(3) Identification of the number of persons and homes which will be displaced by the location of the proposed facility;

**No homes or individuals will be removed or displaced as a result of construction, operation or maintenance of the City's proposed transmission facilities. The proposed transmission line project will not adjoin any developed residential lots or interface with the access to such properties.**

(4) An analysis of the compatibility of the proposed facility with present land use of the surrounding area, with special attention paid to the effects on rural life and the business of farming; and

**The City's proposed project is compatible with the existing as well as the projected future land use. The new transmission line right-of-way will only cross undeveloped agricultural lands, so as to avoid interference with farming uses on these properties. In areas where the**

**new line will lie in the vicinity of planned communities, the new line will be co-located with existing transmission and distribution lines, and will not represent new impacts.**

(5) A general analysis of the effects of the proposed facility and associated facilities on land uses and the planned measures to ameliorate adverse impacts.

**The City's proposed transmission facilities will not adversely impact existing land uses. Livestock grazing, crop planting and cultivation will continue along the proposed route. The relocation of the existing Ash to Evans transmission line and construction of the new Ash to Western transmission line will cross platted lands between the substation and Fourth Street, no future development of these areas is expected due to the instability of soils, steep slopes and presence of wetlands.**

**20:10:22:19. Local land use controls.** The applicant shall provide a general description of local land use controls and the manner in which the proposed facility will comply with the local land use zoning or building rules, regulations or ordinances. If the proposed facility violates local land use controls, the applicant shall provide the commission with a detailed explanation of the reasons why the proposed facility should preempt the local controls. The explanation shall include a detailed description of the restrictiveness of the local controls in view of existing technology, factors of cost, economics, needs of parties, or any additional information to aid the commission in determining whether a permit may supersede or preempt a local control pursuant to SDCL 49-41B-28.

**No existing land use controls by the City or Hughes County restrict the use of the land within the proposed project area for the purpose of constructing and maintaining the transmission facility.**

**20:10:22:20. Water quality.** The applicant shall provide evidence that the proposed facility will comply with all water quality standards and regulations of any federal or state agency having jurisdiction and any variances permitted.

**The construction, operation or maintenance of the proposed transmission facilities will not result in discharges to surface or ground waters or placement into such waters. The project is located entirely on uplands. Hilger's Pond is the major surface water body in the project area. Surface water quality will be protected from siltation and sedimentation through use of silt fences, staked hay bales and other approved measures designed to treat stormwater runoff from construction areas. The US Army Corps of Engineers has determined that no Section 404 dredge and fill or Section 10 waterway construction permits are required for this project.**

**20:10:22:21. Air quality.** The applicant shall provide evidence that the proposed facility will comply with all air quality standards and regulations of any federal or state agency having jurisdiction and any variances permitted.

**No significant or long-term impacts to air quality will occur as a result of this project. Some fugitive dust may be generated during construction from construction traffic on unpaved roads**

**20:10:22:22. Time schedule.** The applicant shall provide estimated time schedules for accomplishment of major events in the commencement and duration of construction of the proposed facility.

**Due to long lead times required for the delivery of steel poles and the lack of a construction window during the hot summer months, the City has predicted that the construction schedule has slipped one year. Therefore, construction is planned to begin in the Fall of 2001.**

**20:10:22:23. Community impact.** The applicant shall include an identification and analysis of the effects the construction, operation, and maintenance of the proposed facility will have on the anticipated affected area including the following:

(1) A forecast of the impact on commercial and industrial sectors, housing, land values, labor market, health facilities, energy, sewage and water, solid waste management facilities, fire protection, law enforcement, recreational facilities, schools, transportation facilities, and other community and government facilities or services;

**There will be no significant impacts to the local community and governmental facilities or services. Project implementation would result in increased reliability of electrical service to the City's customers.**

(2) A forecast of the immediate and long-range impact of property and other taxes of the affected taxing jurisdictions;

**There will be no loss of property taxes since the City has obtained easements from the various landowners. At this time there is one parcel of land that an easement has not been successfully negotiated with the landowner.**

(3) A forecast of the impact on agricultural production and uses;

**Based on the proposed site, the project is not expected to interfere with agricultural operations or result in the loss of croplands. The loss of grazing lands resulting from the siting of transmission structures in rangelands will be minimal and limited to the footprints of poles and anchors.**

(4) A forecast of the impact on population, income, occupational distribution, and integration and cohesion of communities;

**There will be no significant socioeconomic impacts resulting from the project.**

(5) A forecast of the impact on transportation facilities;

**There will be a minor increase in traffic during the delivery and staging of equipment and as a result of daily traffic to and from the construction sites.**

(6) A forecast of the impact on landmarks and cultural resources of historic, religious, archaeological, scenic, natural, or other cultural significance. The information shall include the applicant's plans to coordinate with the local and state office of disaster services in the event of accidental release of contaminants from the proposed facility; and

**The proposed transmission site area was surveyed for cultural resources. Based on the results of the survey and a review of relevant databases, the City's proposed transmission project is not expected to impact cultural resources.**

(7) An indication of means of ameliorating negative social impact of the facility development.

**20:10:22:24. Employment estimates.** The application shall contain the estimated number of jobs and a description of job classifications, together with the estimated annual employment expenditures of the applicants, the contractors, and the subcontractors during the construction phase of the proposed facility. In a separate tabulation, the application shall contain the same data with respect to the operating life of the proposed facility, to be made for the first ten years of commercial operation in one-year intervals. The application shall include plans of the applicant for utilization and training of the available labor force in South Dakota by categories of special skills required. There shall also be an assessment of the adequacy of local manpower to meet temporary and permanent labor requirements during construction and operation of the proposed facility and the estimated percentage that will remain within the county and the township in which the facility is located after construction is completed.

**Right of way preparation and transmission line construction will employ approximately 15-20 individuals for a period of four to six months. Approximately 3 to 5 individuals are expected to be hired locally, and 12-15 workers are expected to commute to the area. Once the line is operational, city employees will maintain the City's transmission facility.**

**20:10:22:25. Future additions and modifications.** The applicant shall describe any plans for future modification or expansion of the proposed facility or construction of additional facilities, which the applicant may wish to be approved in the permit.

**The City has no current plans for future modifications or expansions of its proposed transmission facility that would have to be approved at this time.**

**20:10:22:34. Transmission facility layout and construction.** If a transmission facility is proposed, the applicant shall submit a policy statement concerning the route clearing, construction and landscaping operations, and a description of plans for continued right-of-way maintenance, including stabilization and weed control.

**The city has sited the proposed rights-of-way across open, undeveloped rangeland, pastures and croplands. As such, no extensive tree clearing will be required for this project. Shrubs**

**and herbaceous vegetation will be cleared from a few areas of the rights-of-way as required for construction, operation and maintenance of the lines. Only those trees or shrubs that restrict access or pose a danger to the line will be selectively cut back. Vegetation that has been removed will either be removed to an approved disposal site or shredded and dispersed within the right of way as designated by the landowner.**

**The City's project will span two intermittent drainages along the South side of Fourth Street and East side of Highway 1804. The project will not require placement of structures, anchors or other fill within these areas.**

**The city's project will not require the use of herbicides and sterilants. The transmission rights-of-way cross primarily rangelands, pastures and croplands. The remaining segments are co-located with existing, cleared rights-of-way. As a result, the vegetation is low and will not interfere with the operation or maintenance of the facilities.**

**20:10:22:35. Information concerning transmission facilities.** If a transmission facility is proposed, the applicant shall provide the following information, as it becomes available to the applicant:

(1) Configuration of the towers and poles, including material, overall height and width;

**The poles are approximately 80 feet to 100 feet. The pole will be buried at a depth of 10 percent of total structure height plus two feet. The conductors will be spaced at seven, eight, and nine feet from the pole placed on arms attached to the side of the pole. The conductors will be alternately spaced left and right of the pole. A diagram of the pole structure is included on page 41 of the application.**

(2) Conductor configuration and size, length of span between structures, and number of circuits per pole or tower;

**The single steel poles will support a signal three-phase circuit. In addition a 3/8-inch steel overhead shield wire will be supported from a pole top bracket. The poles will be spaced approximately 500-600 feet apart.**

(3) The proposed transmission site and major alternatives as depicted on overhead photographs and land use culture maps;

**The proposed transmission route is depicted on figures 5.6-5.10.**

(4) Reliability and safety;

**The proposed transmission line will be constructed in full compliance with all applicable electrical performance and safety codes. As discussed in ARSD 20:10:22:13, the electric and magnetic fields are lower than the threshold limits adopted by other states.**

(5) Right-of-way or condemnation requirements;

**The City has acquired easement options on all but one parcel of land.**

(6) Necessary clearing activities; and

**No significant clearing activities are anticipated in the project as described in ARSD 20:10:22:34 above.**

(7) If the transmission facility is placed underground, the depth of burial, distance between access points, conductor configuration and size, and number of circuits.

**20:10:22:36. Additional information in application.** The applicant shall also submit as part of the application any additional information necessary for the local review committees to assess the effects of the proposed facility pursuant to SDCL 49-41B-7. The applicant shall also submit as part of its application any additional information necessary to meet the burden of proof specified in SDCL 49-41B-22.

**The application contained all the information as required of the City to meet the burden of proof as specified at SDCL 49-41B-22. The City has submitted written responses to staff's data requests.**

**20:10:22:39. Testimony and exhibits.** Upon the filing of an application pursuant to SDCL 49-41B-11, an applicant shall also file all data, exhibits, and related testimony which the applicant intends to submit in support of its application. The application shall specifically show the witnesses supporting the information contained in the application.

**The City does not plan to pre-file hearing testimony.**

# BEFORE THE PUBLIC UTILITIES COMMISSION
# OF THE STATE OF SOUTH DAKOTA

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| IN THE MATTER OF THE APPLICATION OF THE CITY OF PIERRE FOR A CONSTRUCTION PERMIT FOR 4.83 MILES OF 115KV ELECTRIC TRANSMISSION LINE IN HUGHES COUNTY, SOUTH DAKOTA | ) ) ) ) ) | ORDER CANCELLING HEARING<br><br>EL00-023 |

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On August 24, 2000, the Commission electronically transmitted notice of the filing to interested individuals and entities. Applications for party status were due by October 20, 2000. No applications for party status were filed.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-41B, specifically 49-41B-1, 49-41B-4, 49-41B-11, 49-41B-12, 49-41B-15, 49-41B-16, 49-41B-17, 49-41B-17.1, 49-41B-21, 49-41B-22, 49-41B-25, 49-41B-26, 49-41B-33, 49-41B-38, and ARSD Chapter 20:10:22.

By order dated December 1, 2000, a hearing was scheduled for December 14, 2000, beginning at 3:00 P.M., in Room 412 of the State Capitol Building, 500 E. Capitol, Pierre, South Dakota. Counsel for the City of Pierre has requested that the hearing be cancelled. It is therefore

ORDERED, that the hearing scheduled for December 14, 2000, is cancelled and a new hearing shall be set at a later time.

Dated at Pierre, South Dakota, this 12th day of December, 2000.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delaine Kolbo

Date: 12/12/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

City of PIERRE
on the river • on the move

RECEIVED
JAN 30 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

January 29, 2001

Karen Cremer
Public Utilities Commission
P. O. Box 1253
Pierre, SD 57501-1253

Re: Application of the City Pierre for a Construction Permit (EL 00-23)

Dear Karen,

The City of Pierre is requesting a Waiver of 180-Day Rule, which would allow the PUC to consider its Application at the scheduled February 21, 2001 meeting.

The City encountered unexpected delays in obtaining easements, purchasing certain property and otherwise putting this Application in a position to gain the approval of the Public Utilities Commission.

Enclosed herewith please find Waiver of 180-Day Rule executed by Mayor Gary Drewes on behalf of the City of Pierre.

Very truly,

John L. Brown
City Attorney

JLB/mas

Enclosure

RECEIVED
JAN 30 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

PUBLIC UTILITES COMMISSION
OF THE STATE OF SOUTH DAKOTA

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| In the Matter of the Application of the City of Pierre for a Construction Permit for 4.83 Miles of 115 kV Electric Transmission Line in Hughes County, South Dakota. | ) | (EL 00-023)<br>**Waiver of 180-Day Rule** |

Pursuant to SDCL 49-41B-25, the City of Pierre waives the 180-day rule and requests that the South Dakota Public Utilities Commission consider its Application at the Commissions upcoming February 21, 2001 meeting. City of Pierre's Application was received by the Public Utilities Commission nearly 6 months ago. The City has experienced various delays which were not anticipated in obtaining easements and purchasing properties. Additional time is needed to allow the City of Pierre to present satisfactory evidence that it has fulfilled the requirements of SDCL 49-41B, in order to allow the Commission to render a decision on the Application.

DATED January 30, 2001.

CITY OF PIERRE

By: Gary Drewes
Mayor Gary Drewes

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FEB 14 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PUBLIC UTILITES COMMISSION
OF THE STATE OF SOUTH DAKOTA

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| In the Matter of the Application of the City of Pierre for a Construction Permit for 4.83 Miles of 115kV Electric Transmission Line in Hughes County, South Dakota. | ) ) ) ) ) ) | (EL 00-023) STIPULATION |

It is hereby stipulated and agreed between the Applicant, City of Pierre and the Staff of the South Dakota Public Utilities Commission ("Staff") that the following Finding of Facts and Conclusions of Law and an appropriate Order consistent with said Findings and Conclusions may be adopted by the Public Utilities Commission ("Commission") in the above-entitled matter. In support of this Application, the Applicant does hereby offer in support thereof all testimony, exhibits and responses to Staff's data requests submitted by the Applicant. Staff offers no answering testimony and exhibits conditioned upon the Commission accepting the following Findings of Fact and Conclusions of Law.

## FINDINGS OF FACT

1.

The City of Pierre's proposed 115kV transmission line constitutes an electric transmission line and associated facilities with a design of 115 kilovolts, and more than one mile in length, and the transmission line does not follow section lines, property lines, roads, highways or railroads, nor is it a reconstruction or modification of existing transmission lines and existing associated facilities located on abandoned railroad rights-of-way.

## PURPOSE OF FACILITY

2.

The City of Pierre is proposing to construct the new transmission line to address existing reliability concerns. The new transmission line will provide redundancy in the system. Currently, the Evans line is the only feed to the Ash Substation. When a problem occurs with the feed the entire area loses power.

With the new transmission line the problem can be isolated and power can be received from the remaining feed line.

## DESCRIPTION OF PROJECT

3.

The City of Pierre's proposed project consists of the construction of two interrelated short 115kV transmission lines within the municipal boundaries of the City of Pierre and extending into adjacent Hughes County. These two lines include:

(A) Construction of a new segment of the City's existing Ash to Evans 115kV transmission line within a new seventy-five (75) foot wide right-of-way west of its existing alignment. The construction of this approximately 0.80-mile segment is required for relocation of the existing Ash to Evans line between the Ash Substation and a point west of Hilger's Pond. This relocation will allow access of a second feed into the Ash Substation, which is required to provide redundancy for providing reliable service to the surrounding high-growth service area. A second benefit of this relocation is the increased spatial separation of the existing Ash to Evans transmission line from existing residences. The specific location of the new Ash to Evans segment and the existing Ash to Evans 115kV transmission line is set forth in Appendix B to the City of Pierre's Application.

(B) Construction of a new 115kV transmission line between the City's Ash Substation and Western Area Power Administration's (Western's) existing 115kV Oahe-Pierre transmission line. This line will be constructed in a new seventy-five (75) foot wide right-of-way approximately 4.03 miles in length, sited along existing road and utility rights-of-way, property boundaries and across undeveloped agricultural lands. The new Ash to Oahe-Pierre line would serve as the second high voltage feed into the City's Ash Substation and provide the system reliability and additional capacity for this fast-growing area of Pierre and Hughes County. The specific location of this 4.03 mile 115kV transmission line is also set forth in Appendix B to the City of Pierre's Application.

4.

The two transmission lines will require a total of thirty eight (38) acres of new right-of-way. There are forty (40) parcels of land crossed by the proposed transmission lines. These lands were owned by seventeen (17) individual landowners. The City of Pierre has now purchased land or obtained easement options from all, but one platted undeveloped parcel of land (consisting of 1.747 acres). The legal description of that parcel is: Lots Thirteen (13) through Twenty four (24) of Block One (1), Lots One (1) through Twenty four (24) of Block Two (2), Lots One (1), Two (2), Twenty three (23) and Twenty four (24) of Block Three (3), Lots One (1), Two (2), and Nineteen (19) through Twenty four (24) of Block Four (4), Lots land Two (2) of Block Thirteen (13), and Lots Thirteen (13) through Twenty four (24) of Block Fourteen (14), all in Ash's Second Addition. As to that remaining parcel, an easement option has been granted by three of the five tenants in common with only fractional shares remaining to be acquired.

5.

Single steel poles will support a single three-phase circuit. In addition a 3/8-inch steel overhead shield wire will be supported from a pole top bracket. The poles will be spaced approximately 500-600 feet apart. The poles are approximately 80 feet to 100 feet in length. The pole will be buried at a depth of 10 percent (10%) of total structure height plus two (2) feet. The conductors will be spaced seven (7), eight (8) and nine (9) feet from the pole placed on arms attached to the side of the pole. The conductors will be alternately spaced left and right of the pole. A diagram of the pole structure is included in the City's Application.

DEVIATIONS FROM DESCRIBED CENTER LINE

6.

The specific location of the center line of the transmission facility is set forth in Appendix C of the City's Application. While the City is not aware of any deviations to be made to the specific route, it may be necessary to deviate slightly from the described centerline to accommodate engineering requirements. Deviations shall not infringe on the property or property rights of adjacent landowners.

## ESTIMATED COST OF FACILITY

7.

The estimated construction costs for the transmission line and substation upgrade is $950,000. The estimated project design cost is $530,000. The total estimated project cost of $1,480,000, does not include right-of-way acquisition or land purchase costs.

## DEMAND FOR THE FACILITY

8.

The Ash Substation serves a rapidly expanding area of the City of Pierre. The proposed transmission line will provide a second feed to the Ash Substation. The second feed will provide redundancy to the system where none currently exist. The existing Ash to Evans link is the 115kV sole feed into the Ash Substation, which provides electric power to a rapidly expanding area of the City of Pierre and Hughes County. In order to meet its reliability responsibilities, the City of Pierre needs a second feed to the Ash Substation to supply reliable electric service to the City of Pierre. The City's existing electric supply system does not have the redundancy the proposed "loop" will provide.

9.

In the past, several outages that lasted for several hours would have been merely a blink in the power had the alternate loop feed been in place. The new protection devices proposed to be installed at the substations would have isolated the failed segment and de-energized that segment between the substations instead of opening the only protection device at the Western Substation and de-energizing the City's two substations.

10.

The demand for this facility upgrade is reflected in past as well as projected system outages. On December 16, 1996, an outage occurred lasting for eight (8) hours and fifteen (15) minutes, affecting 6,000 customers in the City of Pierre and within Hughes County during a critical time of day. On January 7, 1997, a two (2) hour outage, affecting 4,000 households occurred. On February 28, 1998, an outage occurred lasting nearly five (5) hours, affecting all of northeast and southeast

Pierre. During September of 1998, a system outage also occurred. On July 14, 2000 a power outage occurred affecting 4,000 Pierre residents, including service to medical facilities. Had the proposed 115kV line been in service at that time, these outages would have been reduced to a momentary disturbance in service.

SITE DESCRIPTION

11.

The City of Pierre's proposal consists of two inter-related projects: Relocation of the southern portion of its existing Ash to Evans 115kV transmission line within the municipal boundaries of the City of Pierre and construction of a new 115kV transmission line between its Ash Substation and Western's existing 115kV Oahe-Pierre transmission line within the City and Hughes County.

12.

Relocation of the southern segment of the Ash to Evans line will occur between the Ash Substation and a new tie-in with the existing line at a point north of Fourth Street and west of Hilger's Pond. The tie-in will be accomplished via a tap structure similar to that shown in Exhibit 5.1 of the City's Application. As a result, a new switch station or substation will not be required.

13.

The location of residences, water sources, roads and any public facilities located near the project are shown on City's Exhibits 5.6, 5.7, 5.8, 5.9 and 5.10 of the Application, and are summarized below:

(A) Construction of the new Ash to Oahe-Pierre line will occur in a new right-of-way extending from the Ash Substation north to Range Road, then west along the north side of Range Road/Perch Place to its tie-in with Western's facilities.

(B) The City's Ash Substation is located on a rise behind the City's water tanks off North Harrison Avenue and west of Cherry Drive on the northeastern outskirts of the City of Pierre. Access to the substation is via an existing service road from North Harrison Avenue. Between the substation and Fourth Street, the project

area consists of steep, undeveloped (though platted) slopes and washes covered by sage, other shrubs and a variety of herbaceous rangeland species. A small drainage and strip of associated wetland community lies south of and parallel to Fourth Street. Due to the steep slopes, wetlands and generally unstable soils, only limited future development, if any, is expected in this area.

(C) No residences or other improvements occur in or are currently scheduled for development in the project area between the substation and Fourth Street. The relocated Ash to Evans line and the new Ash to Oahe-Pierre line will not adjoin or displace existing residences or other developments. The project will result in the removal of the existing 115kV transmission line located immediately behind a number of residences along North Harrison Avenue and Heritage Drive, and construction of the new facilities farther from these homes. The City's project will result in improved separation of the 115kV transmission lines and existing residential properties.

(D) Between Fourth Street and U.S. 14/83, the project area consists entirely of undeveloped rolling rangeland. The new Ash to Oahe-Pierre line will be routed between existing hills to minimize potential visual impacts. No residential developments or other building developments exist within this segment of the project area. Just south of U.S. 14/83, the nearest residential development along this segment of the project area lies more than 0.3 miles to the east off of Saunders Drive in the Grandview Subdivision.

(E) Between U.S. 14/83 and Range Road, the project area consists of rolling pastures and level croplands. No residences, developments exist within this segment of the project area. Two residences are located within 1,000 feet of the proposed line with construction easements already obtained for those parcels. Residences along Highway 1804 are approximately 1,200 feet from the proposed line. Residences along Duluth Avenue are approximately 2,000 feet from the proposed line.

(F) The remaining right-of-way segment along Range Road, across Highway 1804 and along Perch Place adjoins

existing road and powerline rights-of-way. With the exception of a farm complex near the Perch Place/Highway 1804 intersection, this segment of the proposed right-of-way crosses agricultural and undeveloped rural lands. A new subdivision, Green Grass Ridge, has been developed along the north side of Range Road to the northeast of the City's proposed transmission line route. Other local land uses along the Range Road segment include the South Dakota National Guard Live Fire Range just west of the Green Grass Ridge Subdivision, another shooting range and the Oahe Arena in the northeast quadrant of the Range Road and Highway 1804 intersection. To the west of Highway 1804, the right-of-way passes between Perch Place and a farm complex. The route then crosses steeply rolling, undeveloped rangeland to its intersection with Western's Oahe-Pierre transmission line.

ALTERNATIVE SITES

14.

Nine evaluation criteria were developed for the project for the comparative screening of alternatives, including corridor length, access, number of required permits, visual impact, miles of line not co-located with existing linear facilities and boundaries, ability to meet the City's needs, number of properties crossed, reliability and cost.

Individual weighting factors were assigned to each of these criteria to standardize their relative degree of importance and to calculate a sum total of each alternative's weighted score before the present siting route was selected. A comparison of the alternatives were presented in the City's Appendix G to the Application.

ENVIRONMENTAL FACTORS

15.

The City of Pierre included an Environmental Assessment as Appendix E of the Application. The Environmental Assessment describes the environment prior to construction of the proposed lines and the environmental consequences from the construction, as well as an environmental assessment for the alternatives that were rejected.

16.

The transmission line was designed to be consistent with the standards adopted by other states. The state of Florida has set a standard of 150 milliGauss (mG) for a magnetic field reading at the edge of the right-of-way. The resultant magnetic filed with the line under full load operating both the Ash and Evans Substations is approximately 18mG at the transmission line and approximately 10mG at the edge of the right-of-way. The electric field standard set by the state of Montana is 1kV/m at the edge of the right-of-way. The electric field of the proposed line at the edge of the right-of-way is approximately .40kV/m.

## PHYSICAL ENVIRONMENT

17.

The City's project area consists of two dominant soil types. The Lowry-Agar association consists of nearly level to gently sloping, well drained silty soils. The more level segments of the proposed right-of-way such as the segment between U.S. 14/83 and Range Road are located on the Lowry-Agar association. The Gettys-Betts association consists of rolling to steep, well drained to excessively drained loamy soils that formed in glacial till on uplands. In general, the Gettys-Betts association occurs along the steep to moderately steep slopes between the Ash Substation north to U.S. 14/83 and again west of Highway 1804 along Perch Place.

18.

A topographic map was included in City's Appendix B. In general, its relief is mainly nearly level to sloping, but becomes steeper along the Missouri River and larger creeks and drainages. The underlying geologic material for the Pierre and adjoining Hughes County area is the Pierre Shale. The Pierre Formation is the only bedrock exposed in Hughes County. There are non economic mineral deposits that occur in the project area as stated in the Soil Survey of Hughes County (U.S. Dept of Ag. SCS 1975).

19.

The steepness, slopes and characteristics of the Gettys-Betts association make these soils highly erodible. The City of Pierre has agreed to minimize the extent of the vegetation clearing and install silt erosion and sediment control measures

downgradient of all cleared areas prior to soil disturbance. The City of Piere has agreed to stabilize exposed soils via reseeding and other appropriate measures.

20.

Field and Laboratory testing of the soils in the proposed construction area was preformed by FMG, Inc. of Rapid City, SD. The consolidation test report show 4.3 and 5.0 percent swell for the soils tested. These percentages are very low swell factors and do not represent a transmission line design concern.

21.

The geological characteristic within the project area impose no unusual constraints on the design, construction or operation of the City's proposed transmission facilities. The City has conducted geotechnical investigations within its proposed rights-of-way and verified the suitability for the project.

22.

Where rutting or excessive soil compaction occurs in construction paths, and when landowners agree, cross-rut chiseling or landscape raking, can be expected to mitigate rutting and compaction damage by improving soil porosity (lower bulk density), intercepting precipitation, encouraging infiltration and minimizing erosion channeling. Soils improved in this manner typically are desirable for redevelopment of native plant communities and reestablishment of pasture or crop productivity.

23.

To minimize or avoid the deep rutting caused by driving heavy equipment on moisture-soaked ground, the City of Pierre will not perform any construction work when the soils are excessively wet so as to increase the danger of rutting.

CONSTRUCTION SITE ACCESS

24.

In an attempt to mitigate potential adverse impacts on soils and vegetation from excessive traffic in the construction site area, access to construction sites will be limited insofar as

possible to temporary access roads, as designated by the landowner, and a 30-foot traffic lane within the right-of-way.

WATER RESOURCES

25.

The City of Pierre's proposed transmission project will not impact or alter any perennial stream, Hilger's Pond or local drainage patterns, or other floodplain characteristics. The City's project will not require the consumptive use of surface or ground waters. Surface and ground water resources within the project area will not be impacted by the City's project.

26.

The construction, operation or maintenance of the proposed transmission facilities will not result in discharges to surface or ground waters or placement into such waters. The project is located entirely on uplands. Hilger's Pond is the only major surface water body in the project area. Surface water quality will be protected from siltation and sedimentation through use of silt fences, staked hay bales and other approved measures designed to treat stormwater runnoff from construction areas. The US Army Corps of Engineers has determined that no Section 404 dredge and fill or Section 10 waterway construction permits are required for this project.

ECOSYSTEMS

27.

The City of Pierre's proposed project will be constructed across undeveloped lands, agricultural areas and along existing rights-of-way. Native vegetation will allow access to all sections of the rights-of-way without the need for permanent service roads. As a result, the project will cause an insignificant loss of rangeland and pasture habitat, primarily at the footprint of poles and anchors.

28.

The project area supports no ecologically unique or sensitive habitats, including wetlands and aquatic habitats. No rare, threatened or endangered species occur within six tenths (6/10) of a mile of the project area. The transmission project will not displace or adversely affect wildlife or aquatic

species. The habitats consist of rangeland, grasslands and pastures supporting vegetation species common to South Dakota rangelands and tall, medium and shortgrass prairie.

29.

No structures, such as poles or anchors, will be placed within aquatic ecosystems or their buffer zones. The construction, operation and maintenance of the proposed transmission facilities will not impact sub-surface aquatic resources. No excavation or dewatering will be required for construction or maintenance of the City of Pierre's project.

30.

The proposed activity indicates that soil disturbance will be approximately 0.01 acres per site which is less than the 40,000 square feet minimum stated in the Hughes County Sediment and Erosion Control Standard. The City of Pierre has been informed by the Hughes County Conservation District that no erosion and sediment control plan is needed for the project.

WASTE DISPOSAL/CLEANUP

31.

Trash, scrap and all other non-vegetation debris will be picked up and disposed of daily to avoid accumulation of trash and blown trash along the right-of-way.

32.

Upon completion of the construction phase, all land within the right-of-way shall be restored immediately after construction and restoration will continue until the surface is substantially restored to its original condition, and any excess subsoil shall be removed from the site. In areas where rapid natural plant succession appears questionable, and when in accordance with landowner wishes, reseeding will be done and is expected to consist of locally adapted herbaceous native species, primarily grasses.

33.

Pastures in the disturbed portion of the right-of-way will be returned to former levels of productivity by the City unless otherwise negotiated with the landowner. Reseeding typically

would consist of the same pasture species that exist in the undisturbed pasture, to include either native or tame species, unless otherwise directed by the landowner or designee.

LAND USE

34.

The City of Pierre submitted an addendum to the Application, which contained a land use map.

The City's proposed project is compatible with the existing as well as the projected future land use. The new transmission line right-of-way will only cross undeveloped agricultural lands, so as to avoid interference with farming uses on these properties. In areas where the new line will lie in the vicinity of planned communities, the new line will be co-located with existing transmission and distribution lines, and will not represent new impacts.

35.

No homes or individuals will be removed or displaced as a result of construction, operation or maintenance of the City's proposed transmission facilities. The proposed transmission line project will not adjoin any developed residential lots or interface with the access to such properties.

36.

The City of Pierre's proposed transmission facilities should not adversely impact existing land uses. Livestock grazing, crop planting and cultivation will continue along the proposed route. The relocation of the existing Ash to Evans transmission line and construction of the new Ash to Western transmission line will cross platted lands between the substation and Fourth Street, no future development of these areas is expected due to the instability of soils, steep slopes and presence of wetlands.

37.

No existing land use controls by the City or Hughes County restrict the use of the land within the proposed project area for the purpose of constructing and maintaining the transmission facility.

## AIR QUALITY

38.

No significant or long-term impacts to air quality will occur as a result of this project. Some fugitive dust may be generated during construction from construction traffic on unpaved roads.

## TIME SCHEDULE

39.

Due to long lead times required for the delivery of steel poles and the lack of a construction window during the hot summer months, the City of Pierre expects that the construction schedule has slipped one year, and that construction will begin in the Fall of 2001, with the project built in phases.

## COMMUNITY IMPACT

40.

There will be no significant adverse impacts to the local community and governmental facilities or services. Project implementation would result in increased reliability of electrical service to the City's customers.

41.

There will be no loss of property taxes since the City of Pierre has obtained easements from the various landowners. There is one parcel of land that an easement has not been successfully negotiated with all of the fractional share owners. Property purchased by the City may be resold with the easement reserved.

42.

The project will not interfere with agricultural operations or result in the loss of croplands. The loss of grazing lands resulting from the siting of transmission structures in rangelands will be minimal and limited to the footprints of poles and anchors.

43.

There will be no significant socioeconomic impacts resulting from the project. There will only be a minor increase in traffic during the delivery and staging of equipment and as a result of traffic to and from construction sites.

44.

The City's proposed transmission site area has been surveyed for cultural resources. Based on the results of the survey and a review of relevant databases, the City's proposed transmission project is not expected to impact cultural resources.

EMPLOYMENT

45.

Right-of-way preparation and transmission line construction will employ approximately 15-20 individuals for a period or four to six months. Once the line is operational, City of Pierre employees will maintain the City's transmission facility.

FUTURE MODIFICATIONS

46.

The City of Pierre has no current plans for future modifications or expansions of its proposed transmission facility subject to approval at this time.

VEGETATION CONTROL

47.

The City has sited the proposed rights-of-way across open, undeveloped rangeland, pastures and croplands. No extensive tree clearing will be required for this project. Shrubs and herbaceous vegetation will be cleared from a few areas of the rights-of-way as required for construction, operation and maintenance of the lines. Only those trees or shrubs that restrict access or pose a danger to the line will be selectively cut back. Vegetation that has been removed will either be removed to an approved disposal site or shredded and dispersed within the right-of-way as designated by the landowner.

48.

The City's project will span two intermittent drainages along the South side of Fourth Street and East side of Highway 1804. The project will not require placement of structures, anchors or other fill within these areas.

49.

The City's project will not require the use of herbicides or sterilants. The transmission rights-of-way cross primarily rangeland, pastures and croplands. The remaining segments are co-located with existing, cleared rights-of-way. As a result, the vegetation is low and will not interfere with the operation of maintenance of the facilities.

TRANSMISSION FACILITIES

50.

The poles are approximately 80 feet to 100 feet. The pole will be buried at a depth of ten percent (10%) of total structure height plus two (2) feet. The conductors will be spaced at seven (7), eight (8) and nine (9) feet from the pole placed on arms attached to the side of the pole. The conductors will be alternately spaced left and right of the pole. A diagram of the pole structure is included on page 41 of the City's Application.

The single steel poles will support a single three-phase circuit. In addition a 3/8-inch steel overhead shield wire will be supported from a pole top bracket. The poles will be spaced approximately 500-600 feet apart.

The proposed transmission route of the City's proposal is depicted on figures 5.6-5.10 of its Application.

BROADCAST SIGNAL INTERFERENCE

51.

The route of the proposed transmission facility is in a relatively sparsely populated area and broadcast signal interference is not expected to be a problem. However, the potential exists that the proposed transmission line will be a source of interference for radio and television signals. If after the line is placed into operation it can be shown that the operation of the transmission facility is the source of

unacceptable radio or television interference, the City of Pierre, will take all appropriate action to restore or provide reception levels equivalent to reception levels in the immediate area prior to construction of the proposed facility.

RIGHT-OF-WAY OR CONDEMNATION

52.

The City of Pierre has purchased or obtained easement options on all but one parcel of land. As to the remaining parcel of land, an easement option has been granted by some, but not all of the fractional share owners of that parcel. To the extent the City is unable to reach an agreement, the City may need to excise eminent domain or other legal proceedings to determine damages.

PROPOSED CONCLUSIONS OF LAW

1.

The Commission has jurisdiction over the subject matter and parties to this proceeding pursuant to SDCL Chapter 49-41B and ARSD 20:10:22. Subject to the findings made on the four elements of proof under SDCL 49-41B-22, the Commission has authority to grant, deny or grant upon such terms, conditions or modifications of the construction, operation or maintenance of the transmission facility as it may deem appropriate.

2.

The proposed transmission line is a "transmission facility" as defined in SDCL 49-41B-2.1 (2).

3.

The City of Pierre's Application complies with the applicable requirement of SDCL Chapter 49-41B and ARSD 20:10:22.

4.

The proposed transmission facility will comply with all applicable laws and rules, including all requirements of SDCL Chapter 49-41B and ARSD 20:10:22.

5.

The proposed transmission facility, if constructed in accordance with the terms and conditions of this permit, will not pose a threat of serious injury to the environment or to the social and economic conditions of inhabitants or expected inhabitants in the siting area.

6.

The proposed transmission facility, if constructed in accordance with the terms and conditions of this permit, will not substantially impair the health, safety or welfare of the inhabitants of the siting area.

7.

The proposed transmission facility, if constructed in accordance with the terms and conditions of this permit, will not unduly interfere with the orderly development of the region with due consideration having been given the views of governing bodies of affected local units of government.

8.

The Commission has the authority to revoke or suspend any permit granted under the South Dakota Energy Facility Permit Act for failure to comply with the terms and conditions of the permit pursuant to SDCL 49-41B-33.

9.

The City of Pierre has met its burden of proof pursuant to SDCL 49-41B-22 and is entitled to a permit as provided in SDCL 49-41B-25, subject to the following:

STIPULATE TO THE FOLLOWING
TERMS AND CONDITIONS

1.

The City of Pierre will obtain all governmental permits which may be required by any township, county, state or federal agency or any other governmental unit for construction activity prior to engaging in the particular activity covered by that permit. Copies of any permits to be obtained by the City of Pierre shall be sent to the Commission.

2.

In order to ensure compliance with the terms and conditions of this permit pursuant to SDCL 49-41B-33, it is necessary for the enforcement of this Order that all employees, contractors and agents of the City of Pierre involved in this transmission line project be made aware of the terms and conditions of this permit. The Commission finds that each affected landowner or tenant within the transmission line right-of-way must be apprised of the time and place of the City's construction activity and provided a mechanism for lodging inquiries or complaints with both the City of Pierre and the Commission in the event a landowner or tenant observes what appears to be a violation of the terms and conditions of this permit.

The City of Pierre shall ensure that its employees, contractors and agents involved in right-of-way negotiations and acquisitions, right-of-way clearing, line construction and right-of-way and line maintenance understand fully and comply with the terms and conditions of this permit.

3.

If during construction the City of Pierre or its agents discover what may be an archaeological resource, the City of Pierre or its agents shall immediately cease work at that portion of the site and notify the Commission and the State Archaeologist. If such an archaeological resource is discovered, the City of Pierre shall develop a plan which is acceptable to the State Archaeologist to salvage, avoid or protect the archaeological resource. If such a plan would require a different route than that approved by the Commission, the City of Pierre must seek Commission approval for the new route before proceeding with any further construction.

4.

In order to mitigate interference with agricultural and ranching operations during and after construction, the City of Pierre shall locate all structures, to the extent feasible and prudent, to minimize adverse impact and interferences with agricultural operations, shelter belts and other land uses or activities. The City of Pierre shall take appropriate precautions to protect livestock and crops during construction. The City of Pierre shall repair all fences and gates removed or damaged during construction or maintenance unless negotiated with

the landowner or designee. The City of Pierre shall be responsible for the repair of private roads and lanes damaged when moving equipment or when obtaining access to the right-of-way.

5.

The City of Pierre shall provide each landowner across whose property the facility is to be constructed on with the following information:

1. A copy of the Commission's Order.

2. Detailed safety information describing (a) reasonable safety precautions for existing activities on or near the right-of-way; (b) known activities or uses that are presently prohibited within the right-of-way; (c) other potential dangers or limitations within the right-of-way.

3. Construction / maintenance damage compensation policies and procedures.

4. The Commission's address and phone number.

The City of Pierre shall also comply with all other terms and conditions as set forth in the Findings of Fact.

6.

The terms and conditions of the permit shall be made a uniform condition of construction, subject only to an affirmative written request for an exemption addressed to the Commission. A request for an exemption shall clearly state which particular condition should not be applied to the property in question and the reasons for the requested exemption. The Commission shall evaluate such requests on a case-by-case basis.

7.

Before commencing construction, the City of Pierre shall furnish an indemnity bond in the amount of Ten Thousand Dollars ($10,000) to comply with the requirements of SDCL 49-41B-38.

If radio or television interference is caused by the presence or operation of the transmission line, the City of Pierre shall take all appropriate action to restore or provide reception equivalent to reception levels in the immediate area just prior to construction of the transmission facility.

DATED February 13, 2001.

Gary Drewes

GARY L. DREWES, MAYOR
The City of Pierre
222 East Dakota
Pierre, SD 57501-1253

DATED February 14, 2001.

Karen E. Cremer

Karen E. Cremer for Commission Staff

# BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

| | | |
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| IN THE MATTER OF THE APPLICATION OF THE CITY OF PIERRE FOR A CONSTRUCTION PERMIT FOR 4.83 MILES OF 115KV ELECTRIC TRANSMISSION LINE IN HUGHES COUNTY, SOUTH DAKOTA | ) ) ) ) ) | ORDER GRANTING EXTENSION OF TIME<br><br>EL00-023 |

On August 21, 2000, the City of Pierre (Pierre) submitted to the Public Utilities Commission (Commission) an application for a permit to construct transmission facilities as defined at SDCL 49-41B-2(9)(b). According to the application, these facilities consist of approximately 4.03 miles of new 115 kilovolt (kV) electric transmission line and associated terminal facilities between the City's Ash Substation and the Western Area Power Administration Oahe-Pierre 115kV line. In addition, a 0.80 mile segment of the City's Ash to Evans 115kV transmission line would be relocated to a new route and constructed on new structures. Both transmission lines are located in Hughes County, South Dakota. SDCL 49-41B-12 requires a minimum filing fee deposit of $8,000.

On August 24, 2000, the Commission electronically transmitted notice of the filing to interested individuals and entities. Applications for party status were due by October 20, 2000. No applications for party status were filed. On January 30, 2001, the Commission received a request from Pierre for a Waiver of the 180-Day Rule. SDCL 49-41B-25 requires the Commission to act on an application within six months.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-41B, specifically 49-41B-1, 49-41B-4, 49-41B-11, 49-41B-12, 49-41B-15, 49-41B-16, 49-41B-17, 49-41B-17.1, 49-41B-21, 49-41B-22, 49-41B-25, 49-41B-26, 49-41B-33, 49-41B-38, and ARSD Chapter 20:10:22.

At its regularly scheduled meeting of February 6, 2001, the Commission considered this matter. The Commission unanimously voted to grant an extension of time to Pierre. It is therefore

ORDERED, that an extension of time is hereby granted.

Dated at Pierre, South Dakota, this 15th day of February, 2001.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delaine Kolbo

Date: 2/15/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner

# BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

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| IN THE MATTER OF THE APPLICATION OF THE CITY OF PIERRE FOR A CONSTRUCTION PERMIT FOR 4.83 MILES OF 115KV ELECTRIC TRANSMISSION LINE IN HUGHES COUNTY, SOUTH DAKOTA | DECISION AND ORDER APPROVING STIPULATION AND GRANTING PERMIT TO CONSTRUCT TRANSMISSION FACILITIES EL00-023 |

On August 21, 2000, the city of Pierre submitted to the Public Utilities Commission (Commission) an application for a permit to construct transmission facilities as defined at SDCL 49-41B-2(9)(b). According to the application, these facilities consist of approximately 4.03 miles of new 115 kilovolt (kV) electric transmission line and associated terminal facilities between the city of Pierre's Ash Substation and the Western Area Power Administration Oahe-Pierre 115kV line. In addition, a 0.80 mile segment of the city of Pierre's Ash to Evans 115kV transmission line would be relocated to a new route and constructed on new structures. Both transmission lines are located in Hughes County, South Dakota. SDCL 49-41B-12 requires a minimum filing fee deposit of $8,000.

On August 24, 2000, the Commission electronically transmitted notice of the filing to interested individuals and entities. Applications for party status were due by October 20, 2000. No applications for party status were filed.

On September 13, 2000, at its regularly scheduled meeting, the Commission, pursuant to SDCL 49-41B-12, unanimously voted to assess the city of Pierre the minimum filing fee as requested by the Deputy Executive Director. On October 16, 2000, the Commission held a public input meeting. One private citizen spoke in favor of the transmission line. There were no other comments offered. By order dated December 1, 2000, a hearing was scheduled for December 14, 2000, beginning at 3:00 P.M., in Room 412 of the State Capitol Building, 500 E. Capitol, Pierre, South Dakota. Counsel for the city of Pierre requested that the hearing be cancelled. The hearing was cancelled and a new hearing was to be set at a later time.

On January 30, 2001, the Commission received a request from the city of Pierre for a Waiver of the 180-Day Rule. SDCL 49-41B-25 requires the Commission to act on an application within six months. By order dated February 15, 2001, the Commission granted the city of Pierre's request for an extension of time.

On February 21, 2001, at a regularly scheduled meeting, Commission Staff and the city of Pierre notified the Commission that a Stipulation had been reached. The Stipulation set forth Findings of Fact, Conclusions of Law, and Terms and Conditions. The Commission approved the Stipulation with an effective date as of the date of the Order Approving the Stipulation. By adopting the Stipulation the Commission grants the city of Pierre's application for a permit to construct transmission facilities, subject to the terms and conditions listed in the Stipulation.

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26 and 49-41B, including 1-26-18, 1-26-19, and 49-41B-1, 49-41B-2.1(2), 49-41B-4, 49-41B-11, 49-41B-12, 49-41B-15, 49-41B-16, 49-41B-17, 49-41B-17.1, 49-41B-21, 49-41B-22, 49-41B-25, 49-41B-26, 49-41B-33, 49-41B-38, and ARSD Chapter 20:10:22. It is therefore

ORDERED, that the Stipulation entered into between the city of Pierre and Commission Staff on February 14, 2001, shall be approved and shall be incorporated by reference into this Decision and Order the same as if it had been set forth in its entirety herein; and it is

FURTHER ORDERED, that the city of Pierre is granted a permit to construct the transmission facilities, subject to the terms and conditions listed in the Stipulation.

Dated at Pierre, South Dakota, this 1st of March, 2001.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delaine Kolbo

Date: 3/1/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner