

November 12, 2010

Cindy Brunson
11122 Fort Igloo Road
Edgemont, SD 57735

Re: Golden West/Hunting Lodge Service

Dear Cindy,

As you are aware, I represent Golden West Telecommunications Cooperative, Inc. (Golden West). I understand that you recently spoke to Golden West personnel about receiving service to the hunting lodge. I further understand that your request included Golden West utilizing a copper line that you have placed to the hunting lodge.

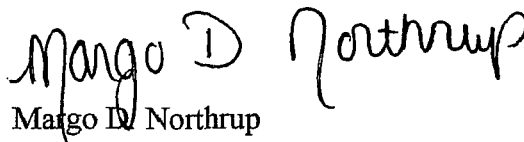
I am writing this letter to reiterate Golden West's position. Golden West is willing and able to provide service to the hunting lodge. Prior to providing service, Golden West needs a valid easement in place. Golden West is agreeable to limiting the easement to Sections 1 and 2, which would address only service to the hunting lodge. Golden West will need to place its own facilities in order to service the hunting lodge.

I have enclosed a revised Easement which includes a new legal description that will accommodate service to the hunting lodge. I have also enclosed a map that shows the route Golden West will use to provide the service. The route is highlighted in pink. As you can see from the map, it starts in Section 1 and finishes in Section 2 at the hunting lodge. Finally, I have enclosed an updated Settlement Agreement which has previously been provided to you. If you are agreeable to the terms, please sign the Settlement Agreement and the Easement. If you would like to discuss this matter or if you have concerns about this easement, please feel free to contact me.

Sincerely,

RITER, ROGERS, WATTIER &
NORTHUP, LLP

By:


Margo D. Northrup

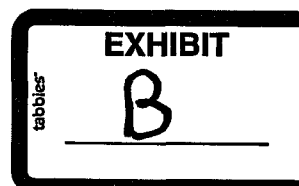
MDN/dk
Enclosure

Cc: Denny Law

Karen Cremer, South Dakota Public Utilities Commission
Robert C. Riter, Jr.
Margo D. Northrup

Jerry L. Wattier
Lindsey Riter-Rapp

Darla Pollman Rogers
Robert D. Hofer, Of Counsel



CONFIDENTIAL SETTLEMENT AGREEMENT

REDACTED

This Instrument was drafted by:

Golden West Telecommunications
415 Crown Street
Wall, SD 57790
Phone 605-279-2161

EASEMENT

For good and valuable consideration, John H. Brunson and Cindy S. Brunson, Grantors, do hereby grant and convey to Golden West Telecommunications Cooperative, Inc., (Grantee) whose address is 415 Crown St, Wall SD 57790 its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantors own or in which the Grantors have any interest, to-wit:

A parcel of land 16.5 feet wide , 8.25 feet on each side of the following described center line across the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section One (1), and the South Half (S $\frac{1}{2}$) of Section Two (2), all in Township Ten South (T10S), Range Two East (R2E), Black Hills Meridian, Fall River County, South Dakota: beginning at a point on the West line of S.D. Highway 471, 28 feet southeasterly of the Fort Igloo Road center line, thence southwesterly along a line 28 feet, more or less, from said center line, a distance of 5160 feet, more or less, through said Sections 1 and 2, to a point on the east line of the B.N.S.F. Railroad, 28 feet southeasterly of the Fort Igloo Road center line; and a parcel beginning at a point on the west line of the B.N.S.F. Railroad, 28 feet southeasterly of the Fort Igloo Road center line, thence southwesterly 8.25 feet, thence southeasterly 35 feet, more or less, to a point 70 feet, more or less, southeasterly of the Fort Igloo Road center line, thence continuing southeasterly 780 feet, more or less, thence northwesterly 35 feet, thence continuing southeasterly 630 feet, more or less, along a line 28 feet more or less from said Fort Igloo Road center line to a splice point, thence continuing southerly to the northeast corner of dwelling in said Section 2, and there ending.

A 16.5 foot easement is also granted for any service drop the Grantors may require within said Sections 1 and 2.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property and the right to clear and keep cleared all obstructions. Grantee shall be responsible for all damage caused to Grantor or others arising from Grantee's exercise of the rights and privileges herein granted.

It is hereby agreed that surface terminals and markers will be placed at fence lines and a 16.5 foot easement is granted from the above described parcel to each surface terminal as required.

Grantors reserve the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The Grantors warrant that they are the legal owners of said property and have the right to enter into this agreement.

IN WITNESS WHEREOF, Grantors have executed this easement as of the _____ day of _____, 2010

John H. Brunson

Cindy S. Brunson

ACKNOWLEDGEMENT

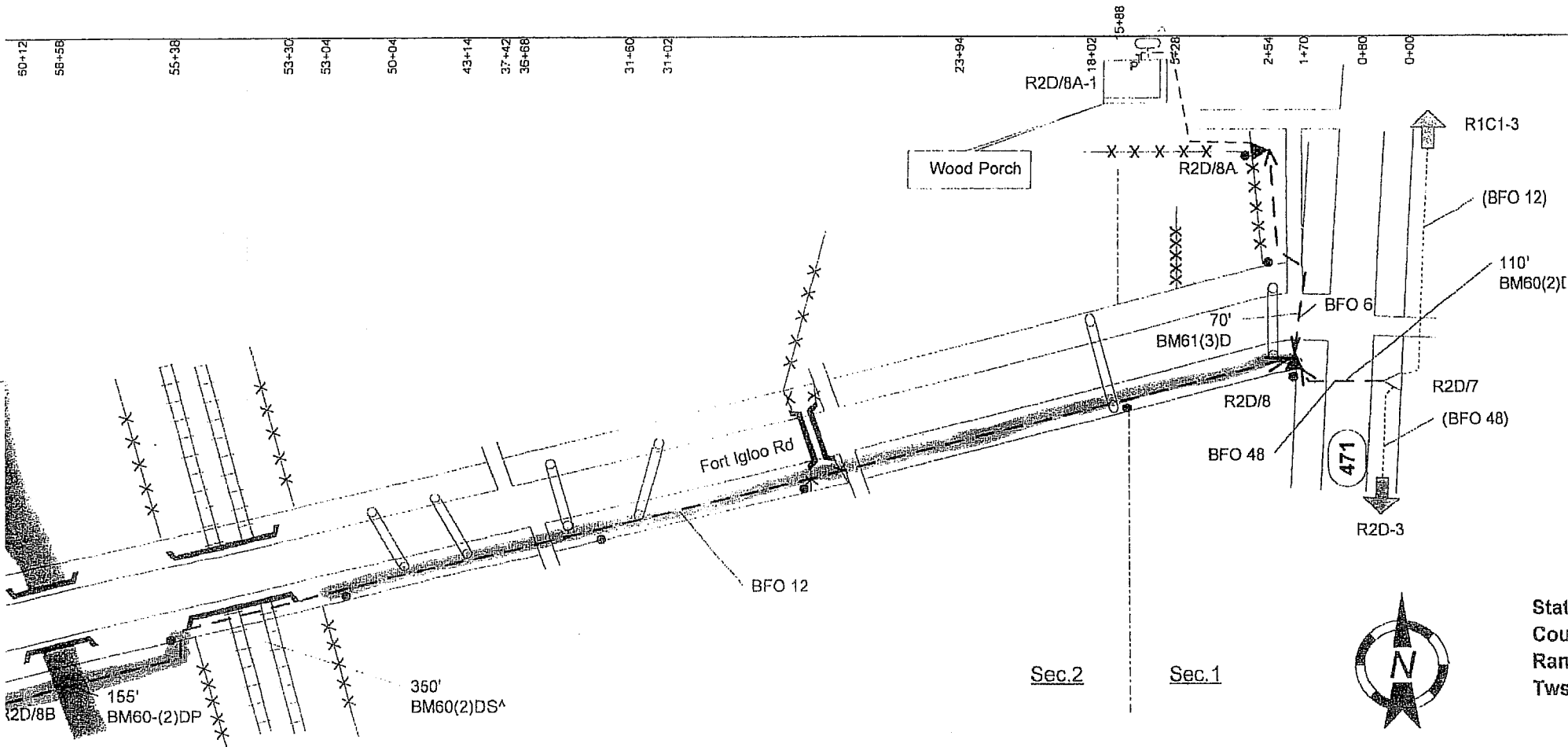
STATE OF SOUTH DAKOTA

COUNTY OF FALL RIVER

On this _____ day of _____, 20____, before me personally appeared

John H. Brunson and Cindy S. Brunson, husband and wife to me known to be person(s) who executed the foregoing instrument and acknowledged that (s)he executed the same of his/her own free act and deed.

Notary Public
My commission expires _____



Stat
Cou
Ran
Tws

Units	Feet	Remarks
-------	------	---------

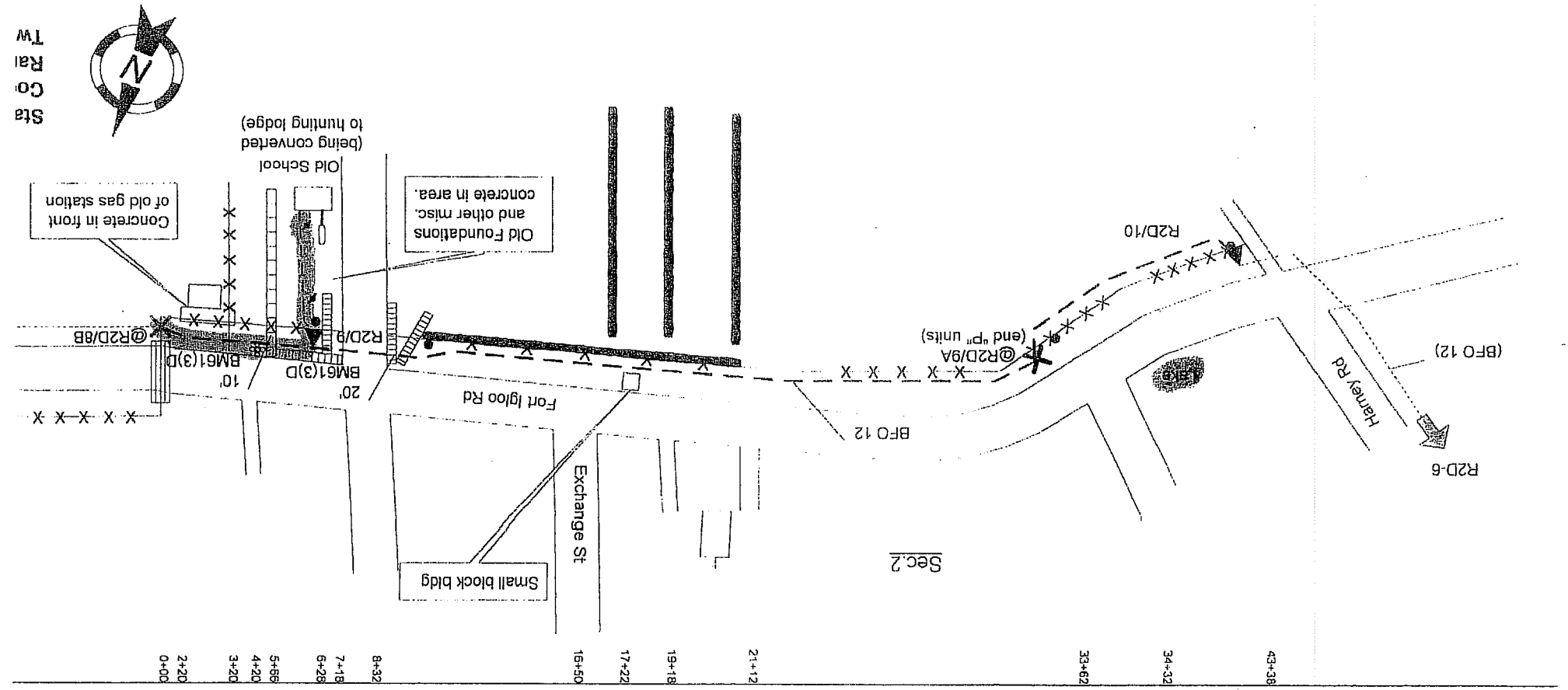
Nam
WO:
Exch:
Rout
ROW

Stat
Rev:
Plan
As B
I
Sh

ITIES MAY BE PRESENT, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION

SI
As I
Pla
Rev
St
ROI
Exc
WO
Nan

Units	Feet	Remarks
-------	------	---------



Sta
Co
Ral
TW

Answer:

Yes, but in an effort to resolve this case, Golden West has previously agreed to proceed with an easement that would address only the hunting lodge and address the Igloo subdivision separately.

20. Is the request for service in the fall of 2005 (where wiring was dropped off) the same as the request for service to the hunting lodge in the spring of 2006?

Answer:

Yes.

From: Karen.Cremer@state.sd.us [mailto:Karen.Cremer@state.sd.us]
Sent: Wednesday, October 13, 2010 10:09 AM
To: Margo Northrup
Cc: Deb.Gregg@state.sd.us
Subject: RE: BHP easement

I get that but will the easement be on different sections of land than the BHP easement?

-----Original Message-----

From: Margo Northrup [mailto:M.Northrup@riterlaw.com]
Sent: Wednesday, October 13, 2010 10:06 AM
To: Cremer, Karen
Subject: RE: BHP easement

A new easement would need to be signed as this is specific only to electric power lines. We could use similar language tailored to telephone lines with the correct legal description.

Margo

From: Karen.Cremer@state.sd.us [mailto:Karen.Cremer@state.sd.us]
Sent: Wednesday, October 13, 2010 8:37 AM
To: Margo Northrup
Cc: Deb.Gregg@state.sd.us
Subject: BHP easement

Just so I'm clear when you say GW can use the BHP easement. Does GW intend to use the same easement to access the hunting lodge or just the same language with its own route to the hunting lodge. As I understand it, the Brunsons want GW to use the same easement not just the language. Is it possible to get to the hunting lodge using the BHP easement?