Prepared by: Quentin L. Riggins Gunderson, Palmer, Nelson & Ashmore, LLP P.O. Box 8045 Rapid City, SD 57709-8045 (605) 342-1078

STATE OF SOUTH DAKOTA)	PERMANENT EASEMENT
)ss	
COUNTY OF LAWRENCE)	

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, City of Deadwood, a South Dakota municipal corporation, of 102 Sherman Street, Deadwood, SD 57732, (Grantor) hereby grants and conveys unto Bob Good and Bonita Good of 3 Pearl Street, Deadwood, SD 57732, (Grantees) a Permanent Easement subject to the conditions hereinafter set forth, as described below.

The real estate subject to the permanent easement is specifically described and/or depicted as follows:

Lot A, Block 7, Highland Park Addition, formerly a portion of Lots 1 thru 6, Block 7 Highland Park Addition, City of Deadwood, Lawrence County, South Dakota, according to Plat Document No. 2009-6668

In the event that the Grantee disturbs the landscaping outside or beyond the easement area, the Grantee shall bear all costs associated with the care, maintenance and repair of the landscaping and agrees to perform all work in a workmanlike manner and to return the property to the same condition as it existed, as reasonably as possible.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the northeastern boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work near 3 Pearl St. and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere

with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

Snow removal and maintenance of the easement area is the responsibility of the Grantee.

This easement shall run with the lan	d.	
Dated this day of		, 2023.
		RANTOR ITY OF DEADWOOD:
A TTEST.		y: David R. Ruth Jr. s: Mayor
ATTEST:		
Jessicca McKeown Finance Officer		
STATE OF SOUTH DAKOTA))ss	ACKNOWLEDGMENT
COUNTY OF LAWRENCE)	
personally appeared David R. Ruth	Jr. who ack	, 2023, before me, the undersigned officer, mowledged being Mayor, City of Deadwood, and cuted the foregoing instrument for the purposes
IN WITNESS WHEREOF I	hereunto se	et my hand and official seal.
(SEAL)		Notary Public My commission expires:

Dated this	day of		, 2023.
			GRANTEES:
			Bob Good
			Bonita Good
STATE OF S	OUTH DAKOTA)	ACKNOWLEDGMENT
COUNTY OF	FLAWRENCE)ss)	ACKNOWLEDOWENT
personally appare subscribed	peared Bob Good and	Bonita C	, 2023, before me, the undersigned officer, Good, known to me to be the persons whose names and acknowledged that they executed the same for the
IN WI	TNESS WHEREOF	I hereunte	o set my hand and official seal.
(SEAI	ـ)		Notary Public My commission expires: