

*Prepared by and after
Recording return to:*

SDN Communications
2900 West 10th Street
Sioux Falls, South Dakota 57104
(800) 247-1442

PERMANENT UTILITY EASEMENT

This Permanent Utility Easement ("Easement") is granted to Northern Hills Transport, LLC, a South Dakota limited liability company, ("NHT") by the City of Deadwood, a municipal corporation of the State of South Dakota ("City").

WHEREAS, the City is fee owner of the following legally described real property ("Property") located in Deadwood, South Dakota, to wit:

Portions of P.L. Rogers Map Lots including Portions of School Lot No. 4, School Lot No. 3, Probate Lot 204, Probate Lot 227, Probate Lot 302, and Probate Lot 91, All Located in Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

WHEREAS, the City has agreed to grant a Permanent Utility Easement to NHT on the Property, as shown in the attached Exhibit A ("Easement Area"), into which NHT may locate its facilities;

WHEREAS, NHT desires to accept the City's grant of a Permanent Utility Easement, as provided herein;

NOW THEREFORE, in consideration of the recitals listed above and the conditions listed below, the City hereby grants to NHT a 10 foot wide Permanent Utility Easement being five (5) feet each side of the centerline to construct, install, modify, add to, maintain, repair, replace, and remove such telecommunications facilities, electrical facilities, and other appurtenant equipment ("Facilities") from time to time, as NHT may require upon, over, under, along, within, and across the Easement Area.

This grant of a permanent utility easement is subject to the following terms, provisions, and conditions:

1. The City reserves the use and enjoyment of the Easement Area subject only to the right of NHT to use the same for the purposes herein expressed, provided; however, the City shall not use the Easement Area in any way in which such use shall interfere with or damage NHT's Facilities.
2. The City further conveys to NHT the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, modification, installation, reinforcement, repair, and removal over and across the Property with the right to clear and keep cleared all trees and other obstructions as may be necessary for NHT's use and enjoyment of the Easement Area. In exercising its rights of ingress and egress, the Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

3. NHT shall indemnify the City for all damages caused to the Property as a result of NHT's negligent exercise of the rights and privileges herein granted. NHT shall have no responsibility for environmental contamination, which is either pre-existing or not caused by NHT.
4. The City covenants that it is the fee simple owner of the Easement Area or has an interest in the Easement Area. The City will warrant and defend title to the Easement Area against all claims.
5. The City covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise by Grantor or Grantee, that would adversely affect NHT's access to the Easement Area.
6. The terms, provisions, and conditions of this Easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the City and NHT and their respective successors, assigns, transferees, heirs, and personal representatives.
7. The validity, performance, and enforcement of this Easement are governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding involving the Parties in connection with this Easement shall lie exclusively with the state and federal courts located in Lawrence County, South Dakota.
8. Should any section or provision of this Easement be declared by the courts to be invalid, the same will not affect the validity of the Easement as a whole or any part thereof, other than the part declared to be invalid.
9. This Easement contains the entire understanding of the City and NHT of the rights, terms, provisions, and conditions related to the grant of this Easement. No statement, promises or inducements made by the City or NHT, or agent of either, that are not contained in this Easement shall be valid or binding. This Easement may not be enlarged, modified or altered except in writing signed by the City and NHT.

IN WITNESS WHEREOF, this Permanent Utility Easement has been executed by the Parties as of the latter day and year written below.

CITY OF DEADWOOD

By: _____
Charlie Struble-Mook, Mayor

ATTEST

By: _____
Jessica McKeown, Finance Officer

NORTHERN HILLS TRANSPORT, LLC

By: _____
Ryan Punt, Member Manager

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF MINNEHAHA)

On this ____ day of _____ 2025, before me, the undersigned officer, personally appeared Ryan Punt who acknowledged himself to be the Member Manager of Northern Hills Transport, LLC, a limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____