

Prepared by:  
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Rapid City, SD 57709  
605-342-1078

## **TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE EASEMENT**

THIS EASEMENT is made and entered into this 27<sup>th</sup> day of March, 2024, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” and Steven R. Jobman and Sherry A. Jobman, Trustees, Jobman Living Trust, 3 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as “GRANTOR.”

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent drainage easement, to enter upon the lands of Grantor for maintenance of the storm drainage along Whitewood Creek. This easement shall be permanent and shall run with the land.

The location of the Permanent Drainage Easement is set forth and/or depicted as follows:

Tract 1A of the Deadwood Gulch Addition II, formerly Tract 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck’s Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II, a portion of vacated McDonald Street and a portion of Lot 23 of Peck’s Garden Subdivision, City of Deadwood, Lawrence County, South Dakota according to Plat recorded as Document No. 2018-03908 and surveyors affidavits recorded as Document No. 2018-04074 and Document No. 2018-04126, subject to all covenants, conditions, restrictions, reservations, agreements, easements and rights-of-way of record or expressly conveyed or reserved in prior grants or deeds by operation of federal or state law.

This grant shall include the right of ingress and egress over that portion of Grantor’s property as is necessary to access the easement, provided however that Grantee shall fix and repair any and all damage to Grantor’s property which is caused by Grantee’s access or use of the property. . In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall, without qualification, repair any damage caused by Grantee’s access or use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not interfere with or endanger the storm sewer pipe along Whitewood Creek and provide 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 or any work, improvement, or alteration performed by or on behalf of Grantee to Grantor's property, including, but not limited to, any damage to Grantor's home, foundation, driveway, or landscaping caused by Grantee's failure to exercise due care,, unless such damage is a result of structures being placed on the easement by Grantor without Grantee's permission.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

GRANTEE  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

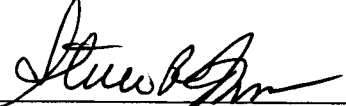
STATE OF SOUTH DAKOTA  
SS.  
COUNTY OF LAWRENCE

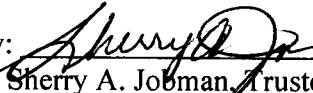
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

\_\_\_\_\_  
Jessica McKeown  
Finance Officer

GRANTOR:

By:   
Steven R. Jobman, Trustee  
Jobman Living Trust

By:   
Sherry A. Jobman, Trustee  
Jobman Living Trust

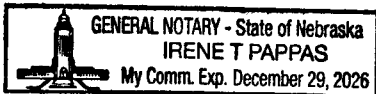
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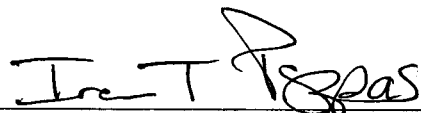
STATE OF Nebraska  
SS.  
COUNTY OF Merrill

On this 27<sup>th</sup> day of March, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Steven Jobman and Sherry Jobman, Trustees, Jobman Living Trust, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

(SEAL)



Notary Public 

My Commission Expires: 12-29-2026