

Prepared by:
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PERMANENT DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this _____ day of _____, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” and Jerome J. Feterl and Ronda K Feterl, 10 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:

Lots 5, 6 and 7 of the replat of probate lot 140 and U.S.M.S. #1253 into Ryan Addition, located in the SW ¼, Section 26, T5N, R3E, B.H.M., Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. 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.

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, in the judgment of said Grantee, 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’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.

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: Jerome J. Feterl
Jerome J. Feterl

By: Ronda K. Feterl
Ronda K. Feterl

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 23 day of May, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Jerome J. Feterl and Ronda K. Feterl, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.



Notary Public Brenda McChuder

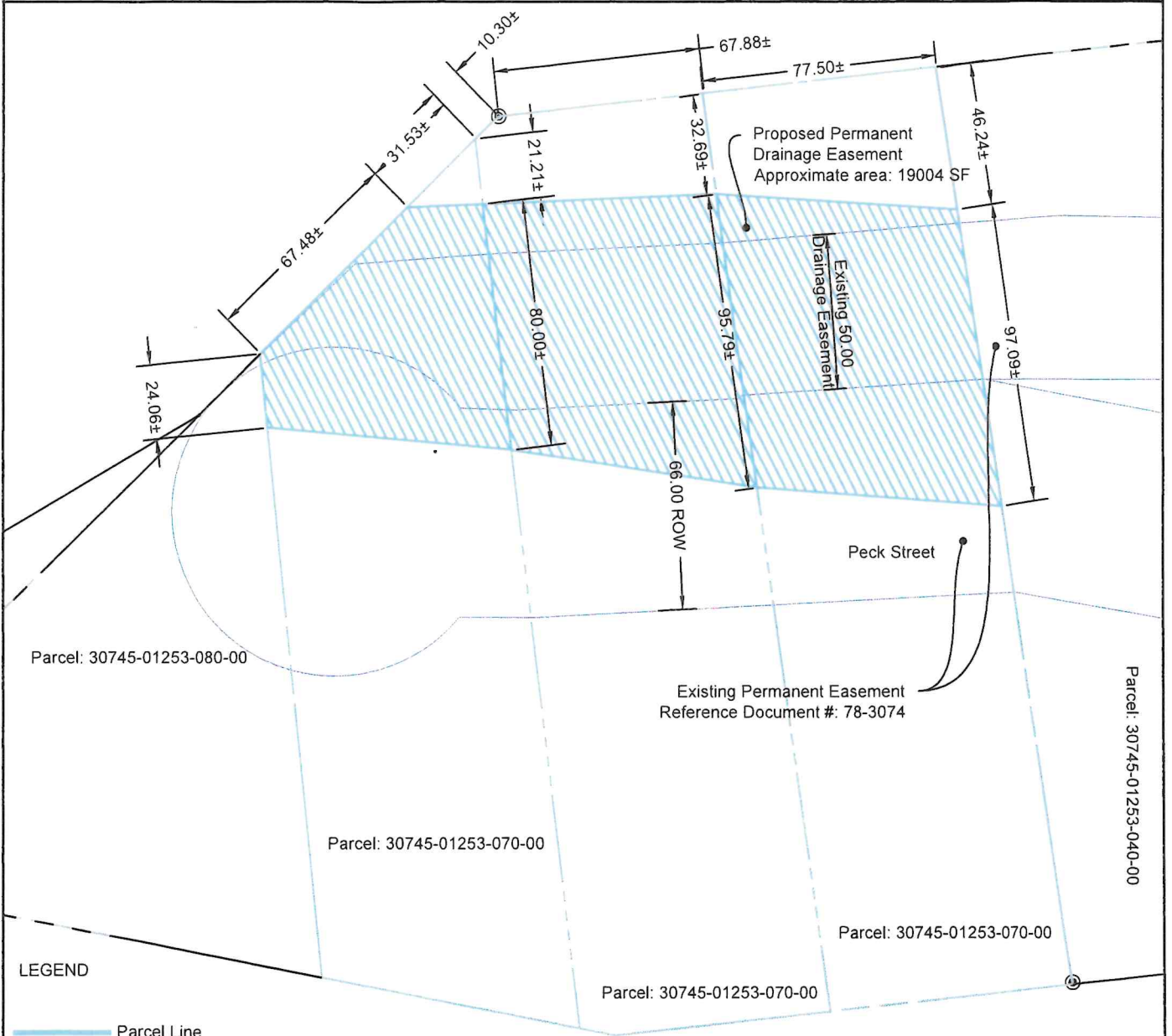
My Commission Expires: MY TERM EXPIRES
FEBRUARY 28, 2027

OCTOBER 20 2022





EXHIBIT 'A'

PERMANENT DRAINAGE EASEMENT

Ryan Addition Lots 5, 6 & 7 less Street ROW Plat 1978-03074



LEGEND

-  Parcel Line
-  Easement Line
-  Existing Easement Line
-  Easement Hatch

PREPARED BY:



TOWEY DESIGN GROUP, INC.
1450 W. 10th St. Suite 200
Sioux Falls, SD 57105

