

Prepared by:
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CONSTRUCTION AND MAINTENANCE EASEMENT

THIS EASEMENT is made and entered into this _____ day of _____, 2024, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” Patrick L. Mollman or Rhonda Mollman, 171 Charles Street Deadwood, SD 27732, hereinafter referred to as “GRANTOR.”

Grantor, in consideration of the sum of Ten Dollars (\$10.00) 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 temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall on Lots MK 8 and MK 9.

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

Lots MK 8 and MK 9 of the Mickelson Trail; Being Portions of School Lots 23 and 24, M.S 207 and Lots 1 and 2, Block 79, O.T. Deadwood; All located in the City of Deadwood, Lawrence County, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access Lots MK 8 and MK 9; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall on Lots MK 8 and MK 9 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- d e s c r i b e d premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere

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

The Grantee will be responsible for moving the retaining wall in the future should the Grantee decide the property would be necessary along the Mickelson Trail.

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.

[signatures and acknowledgements on following pages]

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth, Jr.
Its: Mayor

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this _____ day of _____, in the year 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

Jessica McKeown
Finance Officer