

*Prepared by and after
Recording return to:*

SDN Communications
2900 West 10th Street
Sioux Falls, South Dakota 57104

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:

**Railroad right of way in Book 79 Page 165 according to P.L. Rogers Map
of the 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 permanent utility easement 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.
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.

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

Notary Public
My commission expires: _____

NORTHERN HILLS TRANSPORT, LLC

By: _____
Ryan Punt

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF MINNEHAHA)

On this ____ day of October 2024, 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: _____

