

FEMA/WHITEWOOD CREEK PROJECT	
Temporary Construction/Permanent/Utility Easement	
OWNER NAME	ADDRESS OR LEGAL OF EASEMENT
Tim Conrad	26 & 32 Charles
West Dakota Health Care	M&B DES. In Block 70
West Dakota Health Care	M&B Desc. On Lots 24-26 & 28 Block 70
West Dakota Health Care	Tract B of Block 71
IBEATS LLC (Taco Johns)	86 Charles
Lennard Hopper DDS	88 Charles
CZERNY Properties LLC	88 Charles
Harold Sherrilyn Yost	96 Charles
Paul Akrop/David Duchene	98 Charles
Mary Ann & Bruce Oberlander	102 Charles
Mary Ann & Bruce Oberlander	106 Charles
Glenn Lyla Gross	116 Charles
James Pontius	118 Charles
Tyler Bosch	124 Charles
Black Hills Chairlift Co	126 Charles
Rick & Barb Ensminger	130 Charles
Darin Smith	136 Charles
Shama Properties LLP	138 Charles
Rodney & Claudia Howell	148 Charles
Cara Mia LLC	152 Charles
Chana Harjinder (Comfort Inn)	225 Cliff
Tracy Island	6 Ryan Road
Shelly Swanson	19 Peck Street
Jack & Bonnie Werner	17 Peck Street
BLACK HILLS ENERGY UTILITY EASEMENTS	
City of Deadwood	Tract A Block 38, Plat 2011-02540
City of Deadwood	Fish & Hunter S/D Tract C, Plat 2013-02126
City of Deadwood	Water Street S/D Tract A, Plat 2014-05086
City of Deadwood	Lot R1-E1, Parcel 30025-09200-000-403288 SF/0.075 AC
City of Deadwood	Lot R1-E1, Parcel 30025-09200-000-40 2292 SF/0.052 AC
City of Deadwood	Lot R1-D, Plat 1989-01762
City of Deadwood	Remainder of Lot R1 & Remainder of Lot R1-B EX Lot H1, Plat 1987-00649 276 SF/0.006 AC
City of Deadwood	Remainder of Lot R1 & Remainder of Lot R1-B EX Lot H1, Plat 1987-00649 7,733 SF/0.177 AC

Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this 11 day of APRIL, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "**GRANTEE**," and Monument Health Network, Inc., f/k/a WEST DAKOTA HEALTH CARE INC, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots 24, 26 & 28, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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:

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 _____, 2023, 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

461

EXHIBIT 'A' TEMPORARY CONSTRUCTION EASEMENT

Lots 24, 26 & 28, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota

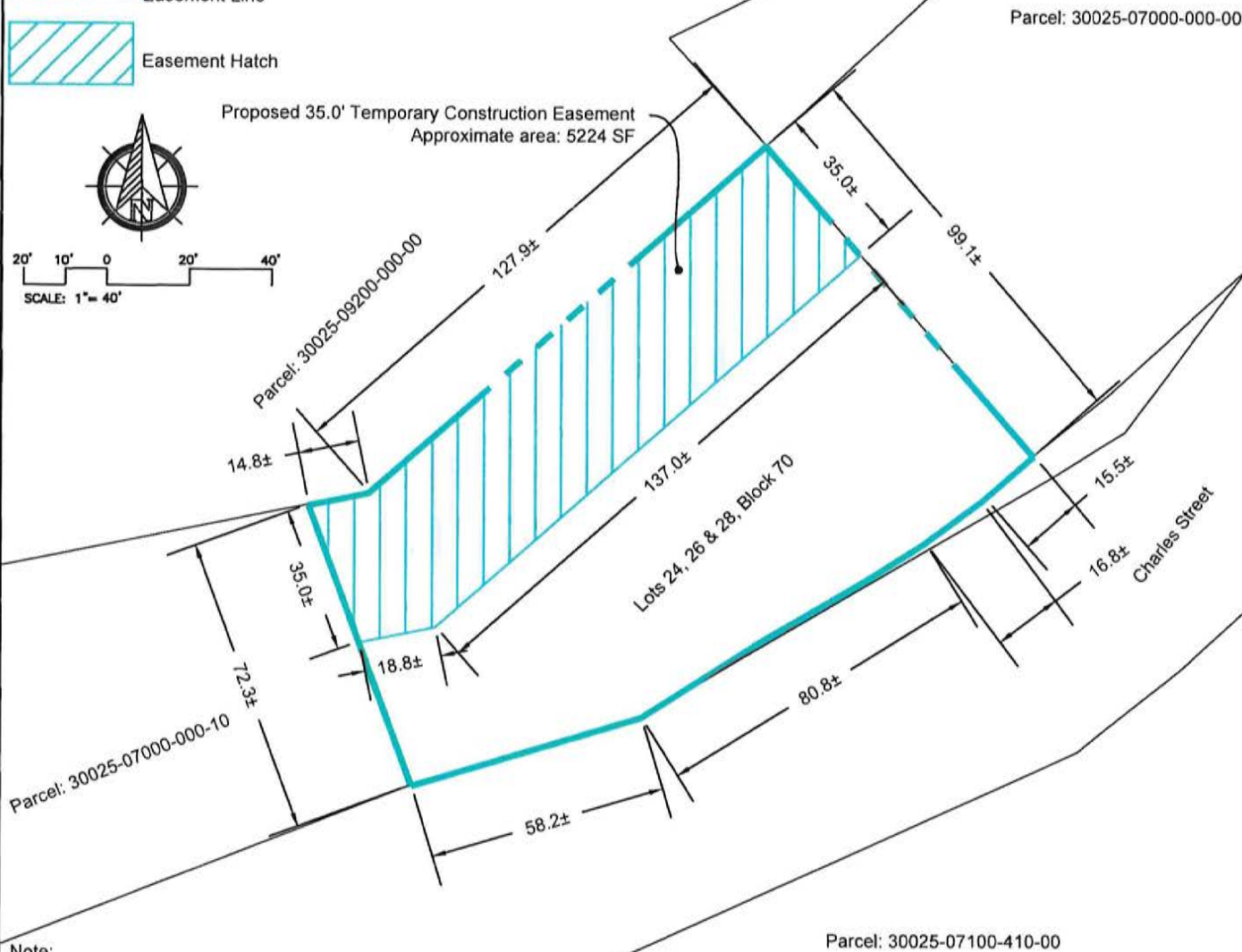
LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



20' 10' 0 20' 40'
SCALE: 1" = 40'

Proposed 35.0' Temporary Construction Easement
Approximate area: 5224 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel: 30025-07100-490-00

Parcel: 30025-07100-410-00

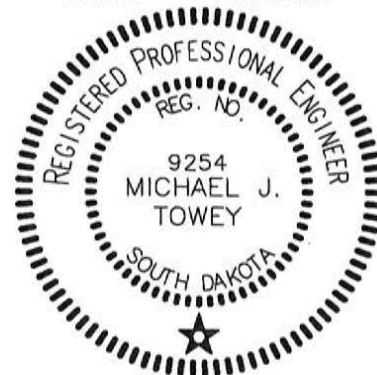
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Village Drive, Box Elder, SD 57713
605-600-3752 mtowey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 3rd day of August, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Monument Health Network, Inc., 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Beginning at Northeast corner of Charles Street and former Cedar Street now vacated; thence Easterly along the North line of said Charles Street 64 feet; thence Northerly at a right angle to last described course 72 feet more or less to a point 12 feet Southerly, radially distant, from the center line of The Burlington Northern Railroad Tract Number 7; thence Westerly along a line parallel with said tract Number 7, 139 feet more or less to the East line of Lot 6, Block 2, Cleveland Addition to Deadwood now a part of said Block 70; thence Southerly along the said East line of Lot 6, a distance of 87 feet more or less to the said North Line of Charles Street; thence Easterly along the north line of Charles Street to the point of beginning.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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.

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.

Monument Health Network, Inc.,

By: Paulette Davidson
President & CEO, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF _____ :
 COUNTY OF _____ SS.
 :

On this 3rd day of August, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came PAULETTE DAVIDSON, the PRESIDENT + CEO of Monument Health Network, Inc., and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at my office, in said county and state, the date aforesaid.

(SEAL)



Notary Public Antoinette Davila
 My Commission Expires: 6.30.2028

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 _____, 2023, 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

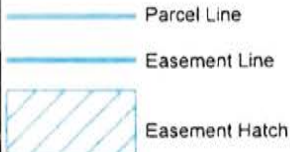
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

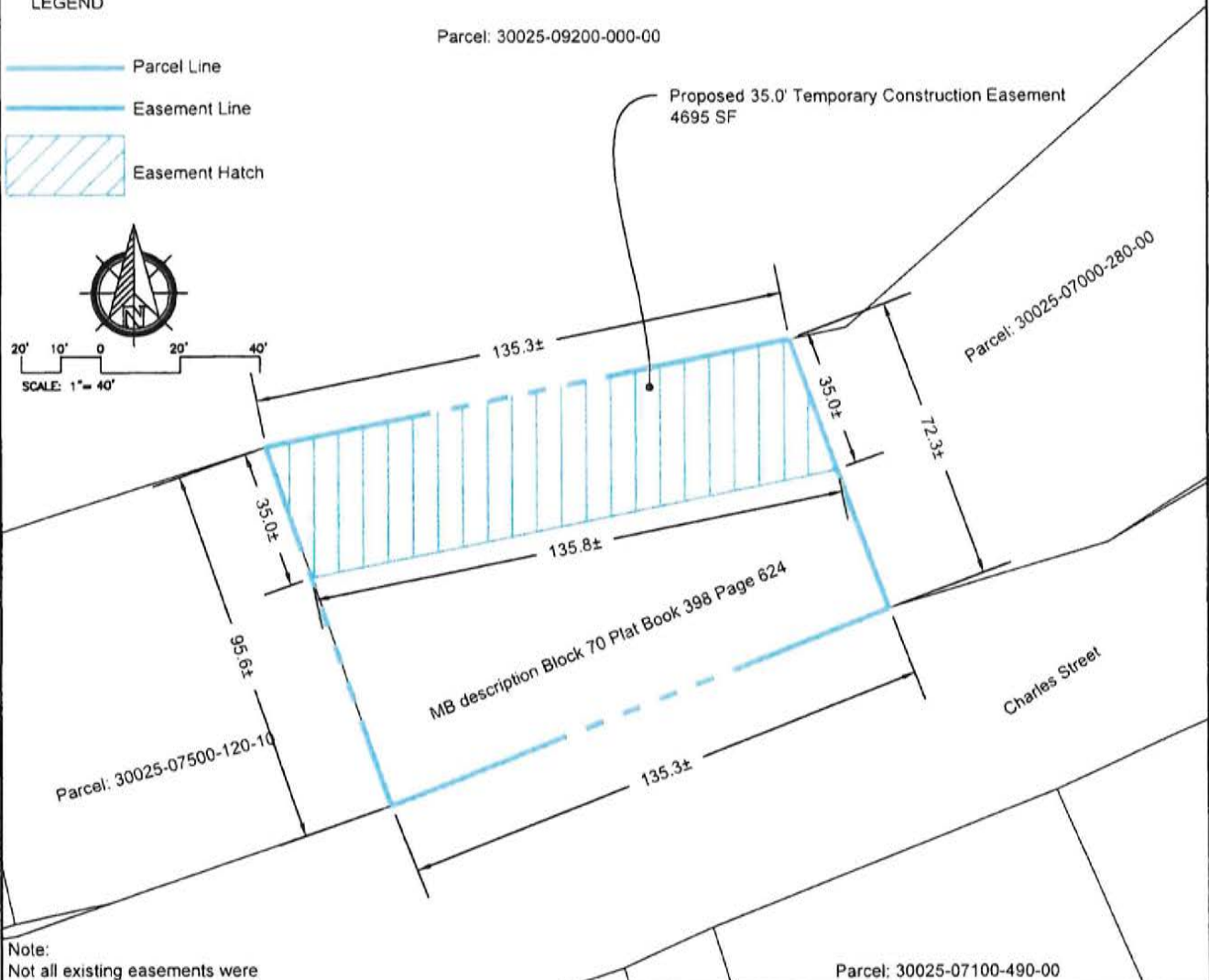
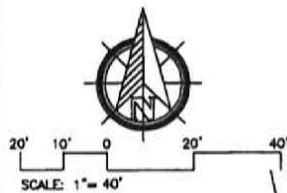
Beginning at Northeast corner of Charles Street and former Cedar Street now vacated; thence Easterly along the North line of said Charles Street 64 feet; thence Northerly at a right angle to last described course 72 feet more or less to a point 12 feet Southerly, radially distant, from the center line of The Burlington Northern Railroad Tract Number 7, 139 feet more or less to the East line of Lot 6, Block 2, Cleveland Addition to Deadwood now a part of said Block 70; thence Southerly along the said East line of Lot 6, a distance of 87 feet more or less to the said North Line of Charles Street; thence Easterly along the north line of Charles Street to the point of beginning.

LEGEND



Parcel: 30025-09200-000-00

Proposed 35.0' Temporary Construction Easement
4695 SF



Note:

Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel: 30025-07400-050-00

Parcel: 30025-07100-490-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "**GRANTEE**," and TIMOTHY J. CONRAD, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot RC, Block 70, City of Deadwood being a portion of "Lot R1" City of Deadwood railroad property and a portion of Lot I-1, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

TIMOTHY J. CONRAD

By: 

TIMOTHY J. CONRAD, Grantor

ACKNOWLEDGEMENT


STATE OF South Dakota :
COUNTY OF Lawrence :
SS.

On this 11th day of April, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came TIMOTHY J. CONRAD and acknowledged the said instrument to be his free and voluntary act and deed.

WITNESS my hand and official seal at Deedwood, in said county and state, the date aforesaid.

(SEAL)



Notary Public 

My Commission Expires: **MY TERM EXPIRES
FEBRUARY 28, 2027**

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 _____, 2023, 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

EXHIBIT 'A'

Lot RC, Block 70, City of Deadwood being a portion of "Lot R1" City of Deadwood railroad property and a portion of Lot I-1, Block 70, All located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota

LEGEND

Parcel Line

Easement Line

Easement Hatch

Proposed 35.0' Temporary Construction Easement
Approximate area: 6090 SF

3.00' Permanent Easement
Approximate area: 2067 SF
Reference Document#: Doc#: 2013-04631



20' 10' 0 20' 40'

SCALE: 1" = 40'

Mickelson Trail
Parcel: 30025-09200-000-00

Parcel: 30025-07000-000-00

Charles Street

DATE: 11/29/2021

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

[illegible]

A circular professional engineer seal for the State of South Dakota. The outer ring contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "SOUTH DAKOTA" at the bottom, separated by a five-pointed star at the very bottom. Inside this ring, the words "REG. NO." are at the top, followed by the number "9254", the name "MICHAEL J. TOWEY" in two lines, and "SOUTH DAKOTA" at the bottom.

Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and TACO JOHNS OF DEADWOOD, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

South 90 Feet of Lot 6, 8, 10 and 12, inclusive, Block 75, Original Townsite,
 City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in
 the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

TACO JOHNS OF DEADWOOD

By: Lori Collins
_____, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF SD :
COUNTY OF meade :
SS.

On this 4 day of January, 2027, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Lori Collins the owner of TACO JOHNS OF DEADWOOD and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at Sturgis, in said county and state, the date aforesaid.

(SEAL)



Notary Public Brooke Pickett

My Commission Expires: 4/09/2027

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 _____, 2023, 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

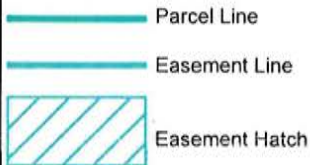
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

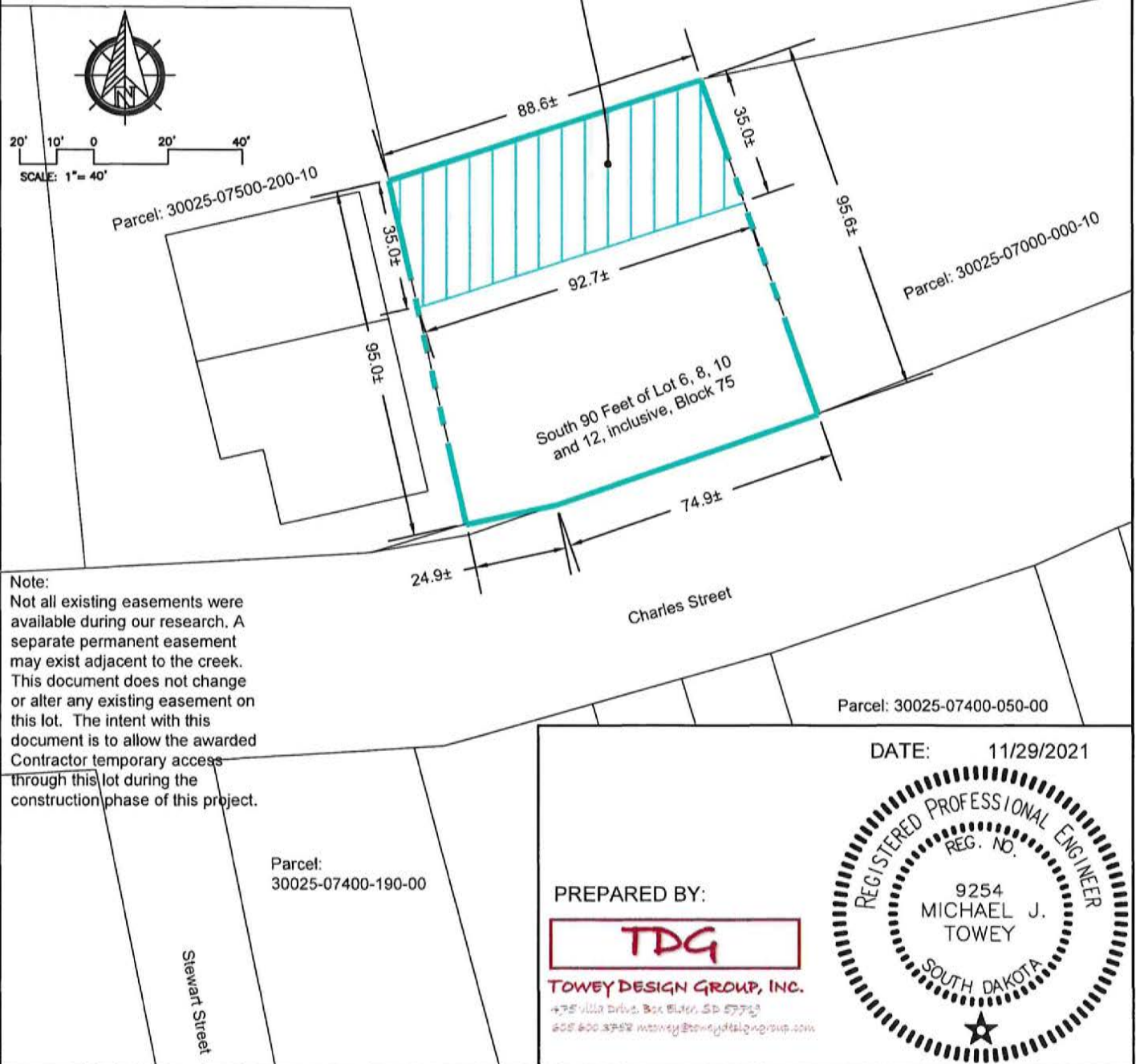
South 90 Feet of Lot 6, 8, 10 and 12, inclusive, Block 75, Original Townsite, City of Deadwood, Lawrence County, South Dakota

LEGEND



Parcel: 30025-09200-000-00

Proposed 35.0' Temporary Construction Easement
Approximate area: 3173 SF



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ^{19th}~~15th~~ day of ^{April}~~January~~ 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and DR. LENNARD HOPPER, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

DR. LENNARD HOPPER

By: 

DR. LENNARD HOPPER, Grantor

ACKNOWLEDGEMENT

STATE OF

:
SS.

COUNTY OF

On this 19th day of April, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came DR. LENNARD HOPPER and acknowledged the said instrument to be his free and voluntary act and deed.

WITNESS my hand and official seal at Deadwood, SD, in said county and state, the date aforesaid.

(SEAL)



Notary Public 

My Commission Expires: 4-30-2025

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 _____, 2023, 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

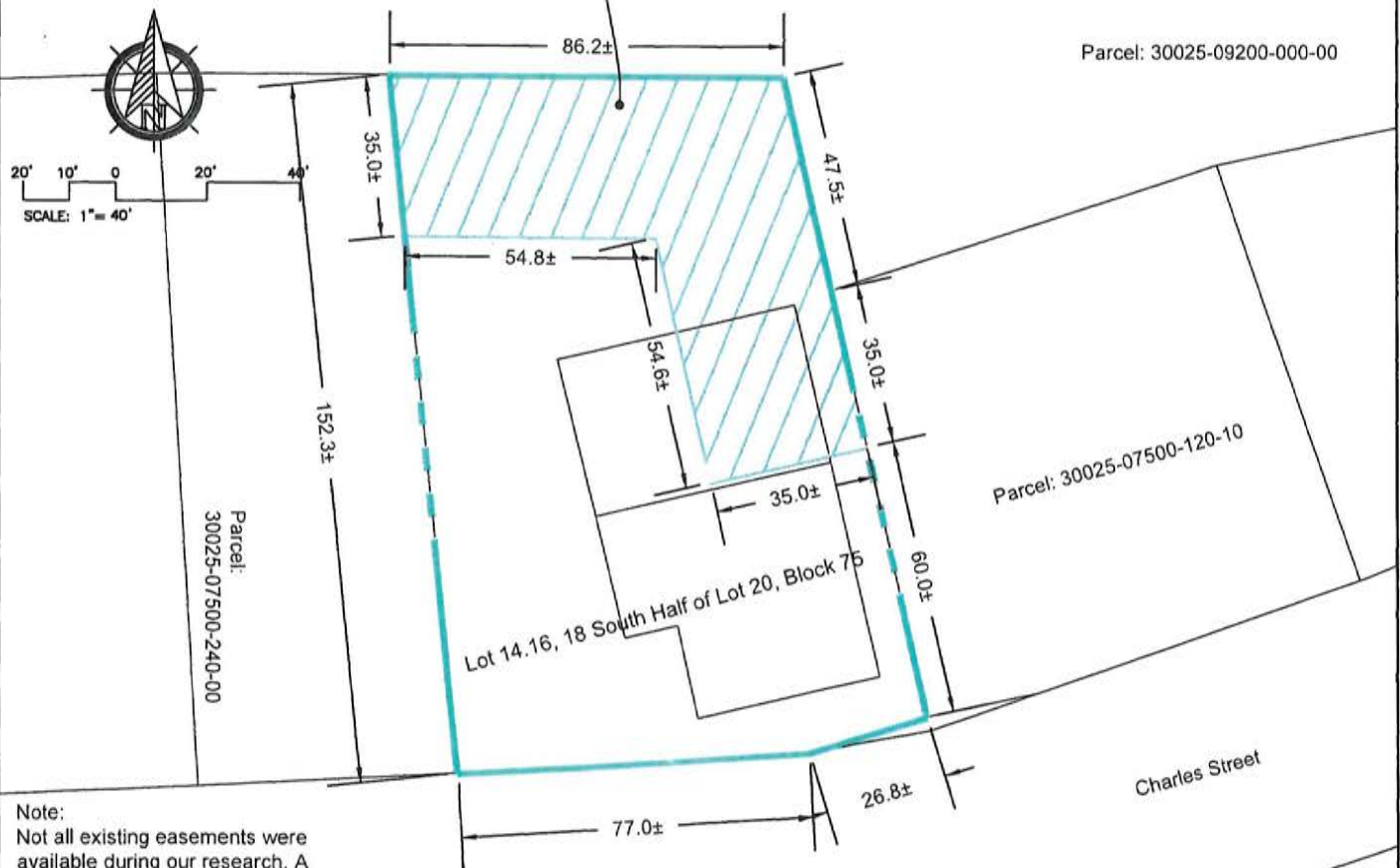
EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel: 30025-07400-270-00

Stewart Street

PREPARED BY:

TDG
TOWEY DESIGN GROUP, INC.

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and CZERNY PROPERTIES, LLC, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

CZERNY PROPERTIES LLC

By: _____

_____, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF _____

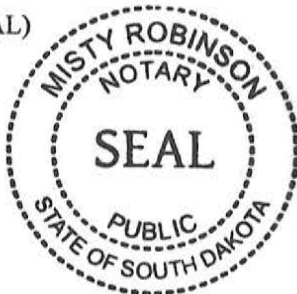
:
SS.
:

COUNTY OF _____

On this 21st day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came David Czerny, the _____ of CZERNY PROPERTIES LLC and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at Laurence, SD, in said county and state, the date aforesaid.

(SEAL)



Notary Public _____

My Commission Expires: _____

My Commission Expires
June 24, 2028

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 _____, 2023, 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

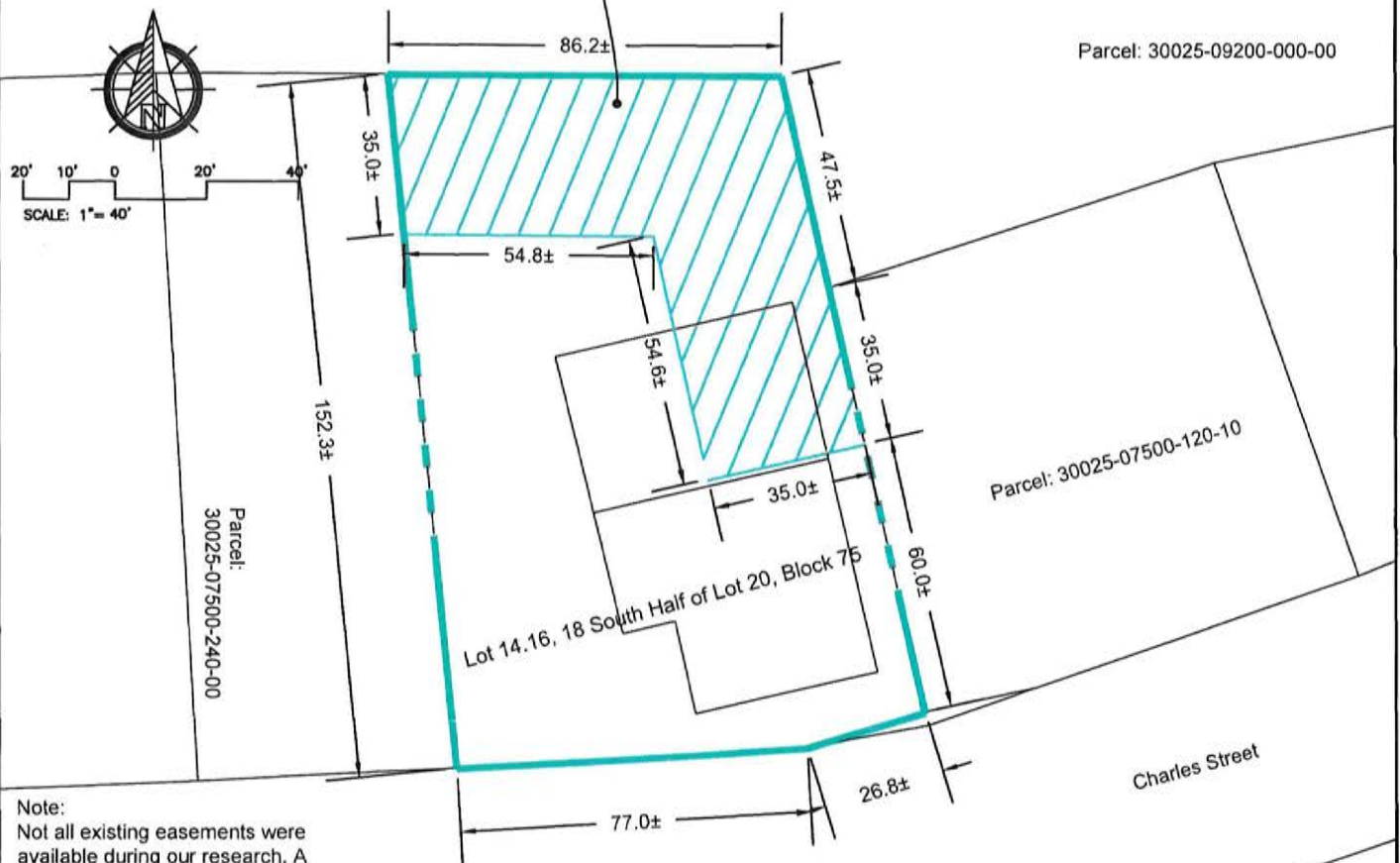
Jessica McKeown
Finance Officer

EXHIBIT 'A' **TEMPORARY CONSTRUCTION EASEMENT**

Lot 14, 16, 18 South Half of Lot 20, Block 75, City of Deadwood, Lawrence County, South Dakota.

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

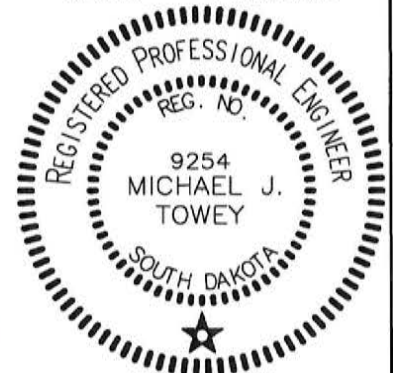
DATE: 11/29/2021

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box Elder, SD 57713
605.600.3752 mtowey@toweydesigngroup.com



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and HAROLD & SHERRILYN YOST, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

The South one-half of Lot 20, and all of Lots 22 and 24, all in Block 75, according to Rogers Official Map of the city of Deadwood and home located thereon, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

HAROLD & SHERRILYNN YOST

By: Harold A. Yost
HAROLD YOST, Grantor

By: Sherrilyn Yost
SHERRILYNN YOST, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 12 day of OCTOBER, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came HAROLD & SHERRILYNN YOST and acknowledged the said instrument to be their free and voluntary act and deed.



WITNESS my hand and official seal at Lawrence County, in said county and state, the date

Notary Public

My Commission Expires:

MY TERM EXPIRES
MARCH 5, 2023

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 _____, 2023, 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

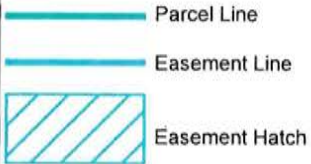
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

The South one-half of Lot 20, and all of Lots 22 and 24, all in Block 75, according to Rogers Official Map of the city of Deadwood and home located thereon, Lawrence County, South Dakota.

LEGEND



Parcel: 30025-09200-000-00

Proposed 35.0' Temporary Construction Easement
Approximate area: 1788 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel: 30025-07400-310-00

Parcel:
30025-07400-270-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 818, SD 57713
605.600.3752 mj@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and MARY ANN OBERLANDER & DAVID D. AKROP, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot B, Block 75 Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M., Original Townsite, City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

MARY ANN OBERLANDER & DAVID D. AKROP

By: Mary Ann Oberlander
MARY ANN OBERLANDER, Grantor

By: David D. Akrop
DAVID D. AKROP, Grantor

ACKNOWLEDGEMENT

STATE OF South Dakota:
COUNTY OF Lawrence SS.

On this 24 day of OCTOBER, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came MARY ANN OBERLANDER & DAVID D. AKROP and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Lawrence County, in said county and state, the date aforesaid.



Notary Public

My Commission Expires: MY TERM EXPIRES
MARCH 5, 2023

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 _____, 2023, 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

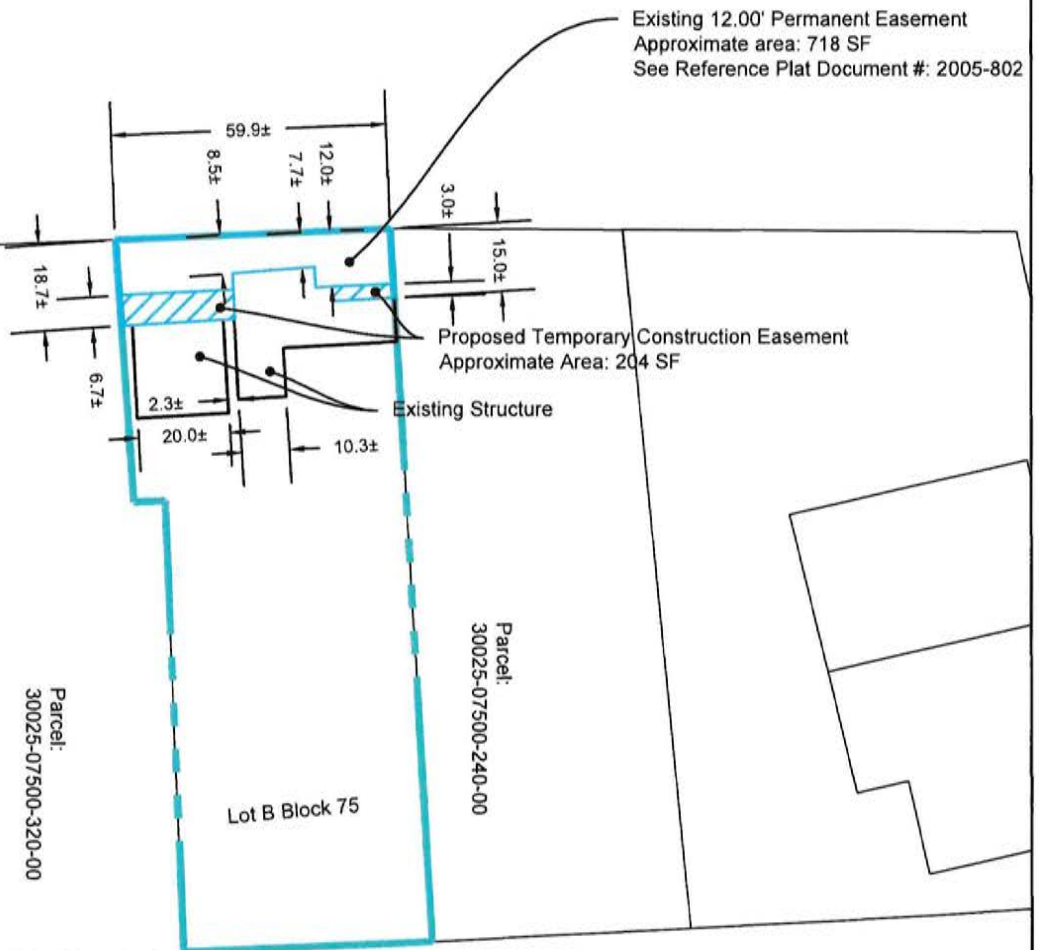
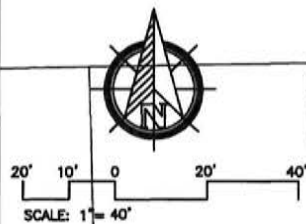
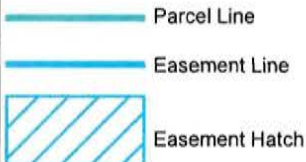
EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lot B, Block 75

Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M.,
Original Townsite, City of Deadwood, Lawrence County, South Dakota

LEGEND



Note:

Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07400-390-00

Parcel:
30025-07400-310-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

4750 Village Drive, Box 508, SD 57743
605.600.3752 www.tdgdesigngroup.com

DATE: 11/29/2022



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and MARY ANN & BRUCE OBERLANDER, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot A, Block 75 Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M., Original Townsite, City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

MARY ANN & BRUCE OBERLANDER

By: Mary Ann Oberlander
MARY ANN OBERLANDER, Grantor

By: Bruce Oberlander
BRUCE OBERLANDER, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 13 day of October, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came MARY ANN & BRUCE OBERLANDER and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Lawrence Headwood, in said county and state, the date aforesaid.



Notary Public Heather Sargent (deputy auditor)
My Commission Expires: MY TERM EXPIRES
MARCH 5, 2023

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 _____, 2023, 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

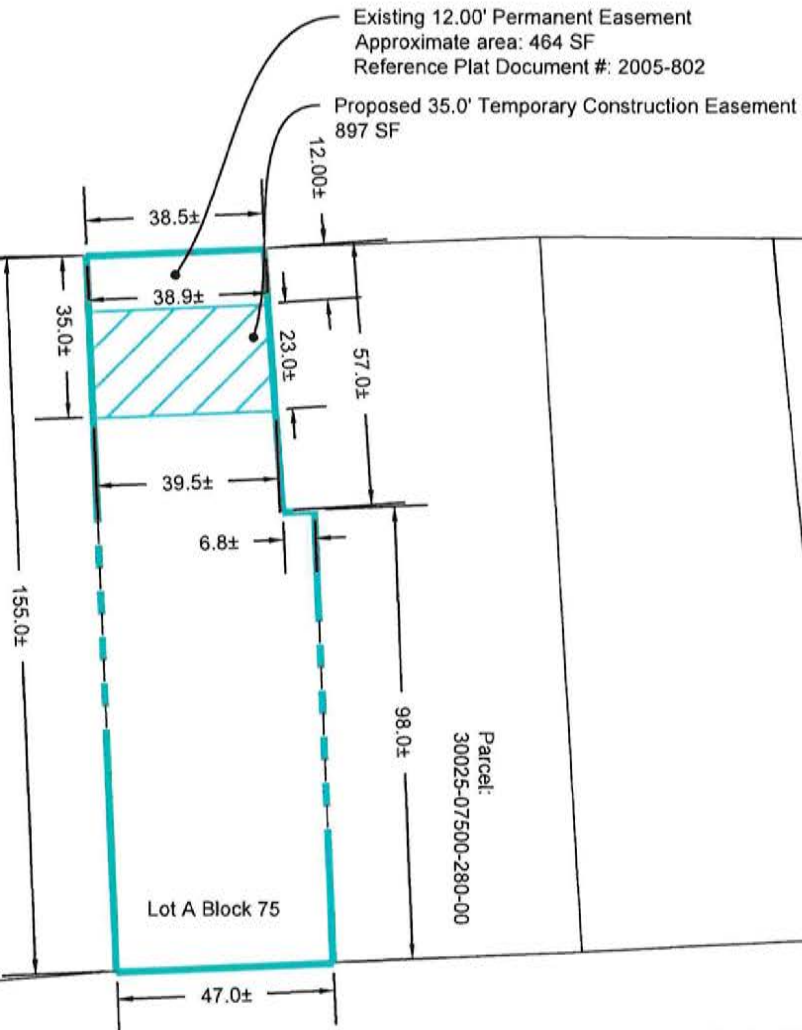
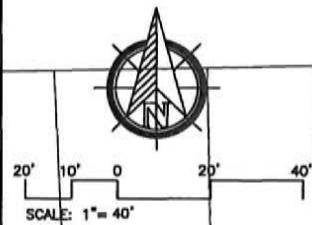
4102

EXHIBIT 'A' **TEMPORARY CONSTRUCTION EASEMENT**

Lot A, Block 75
Formerly known as Lots 26,28,30 and 32, Block 75, Located in the NE 1/4 of Section 27, T5N, R3E, B.H.M.,
Original Townsite, City of Deadwood, Lawrence County, South Dakota

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07400-390-00

Parcel:
30025-07400-310-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475VILLE DRIVE Box 8110, SD 57513
605.600.3755 towey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and MARY ANN & BRUCE OBERLANDER, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Thirty-four (34) and Thirty-six (36), Block Seventy-five (75) of the City of Deadwood according to the P.L. Rogers map of said city; also known as 106 Charles Street in the said City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

MARY ANN & BRUCE OBERLANDER

By: Mary Ann Oberlander
MARY ANN OBERLANDER, Grantor

By: Bruce Oberlander
BRUCE OBERLANDER, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 13 day of October, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came MARY ANN & BRUCE OBERLANDER and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Lawrence Leadwood, in said county and state, the date aforesaid.



Notary Public Heidi Sargent Deputy Auditor
My Commission Expires: MARCH 5, 2023

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 _____, 2023, 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

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Thirty-four (34) and Thirty-six (36), Block Seventy-five (75) of the City of Deadwood according to the P.L. Rogers map of said city; also known as 106 Charles Street in the said City of Deadwood, Lawrence County, South Dakota.

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

Proposed 35.0' Temporary Construction Easement
Approximate area: 1676 SF



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box Elder, SD 57713
605.600.3752 towey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and GLENN & LYLA GROSS, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction and find a suitable temporary storage area for grantor RV during the construction period. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 42 and East 15' of Lot 44, Block 75, fronting on Charles Street, extending the full length of both lots, all in the City of Deadwood, according to P.L. Rogers Official Map of said City, subject to easements and reservations of record, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

GLENN & LYL A GROSS

By: [Signature]
GLENN GROSS, Grantor

By: [Signature]
LYLA GROSS, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 1 day of March 2023, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came GLENN & LYL A GROSS and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Lawrence County, in said county and state, the date



Notary Public [Signature]

My Commission Expires: **MY TERM EXPIRES**
MARCH 5, 2023

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 _____, 2023, 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

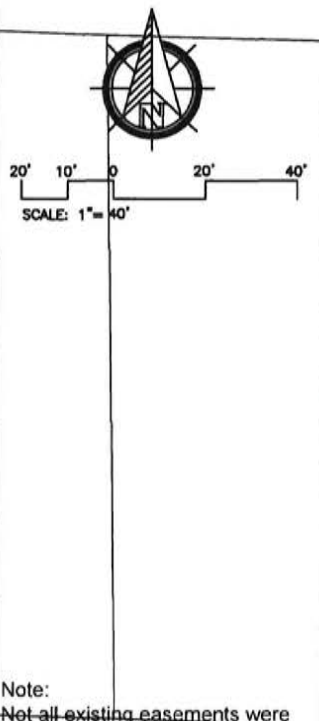
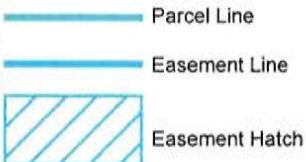
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

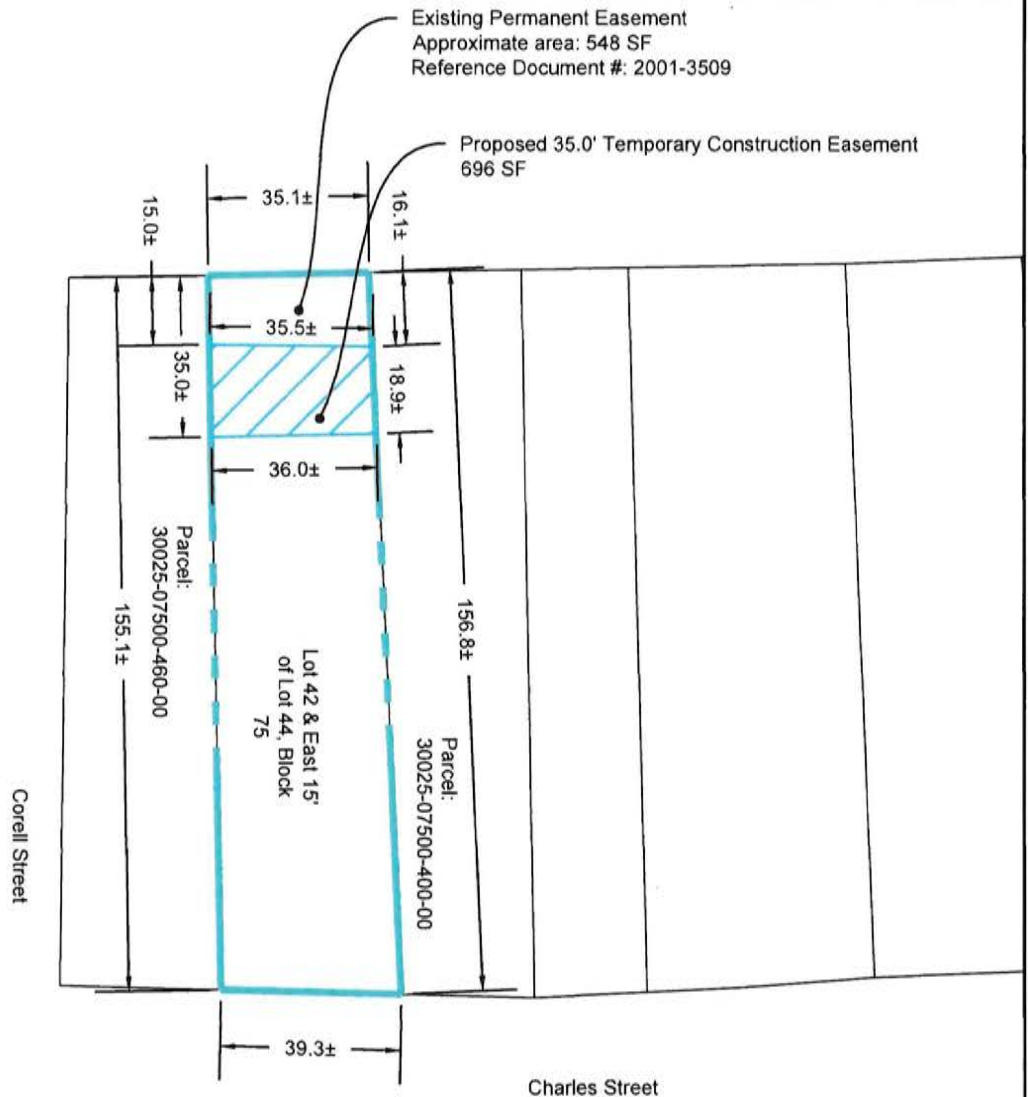
Lot 42 and East 15' of Lot 44, Block 75, fronting on Charles Street, extending the full length of both lots, all in the City of Deadwood, according to P.L. Rogers Official Map of said City, subject to easements and reservations of record, Lawrence County, South Dakota

LEGEND



Note:

Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.



Parcel:
30025-07700-190-00

Parcel:
30025-07400-310-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 11th Drive Box 500 Deadwood, SD 57701
605.600.3722 toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and JAMES R. PONTIUS, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot Forty-six (46) and the Westerly 10 feet of Lot No. Forty-four (44) in Block No. Seventy-five (75) of the City of Deadwood according to the P.L. Rogers Map, of said city, together with all appurtenances and hereditaments thereunto belonging, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

JAMES R. PONTIUS

By: 

JAMES R. PONTIUS, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :
SS.

On this 7 day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came JAMES R. PONTIUS and acknowledged the said instrument to be his free and voluntary act and deed.

WITNESS my hand and official seal at Deadwood, in said county and state, the date aforesaid.

(SEAL)



Notary Public 

My Commission Expires: 03/05/23

**MY TERM EXPIRES
MARCH 5, 2023**

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 _____, 2023, 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

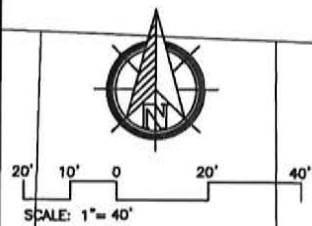
EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

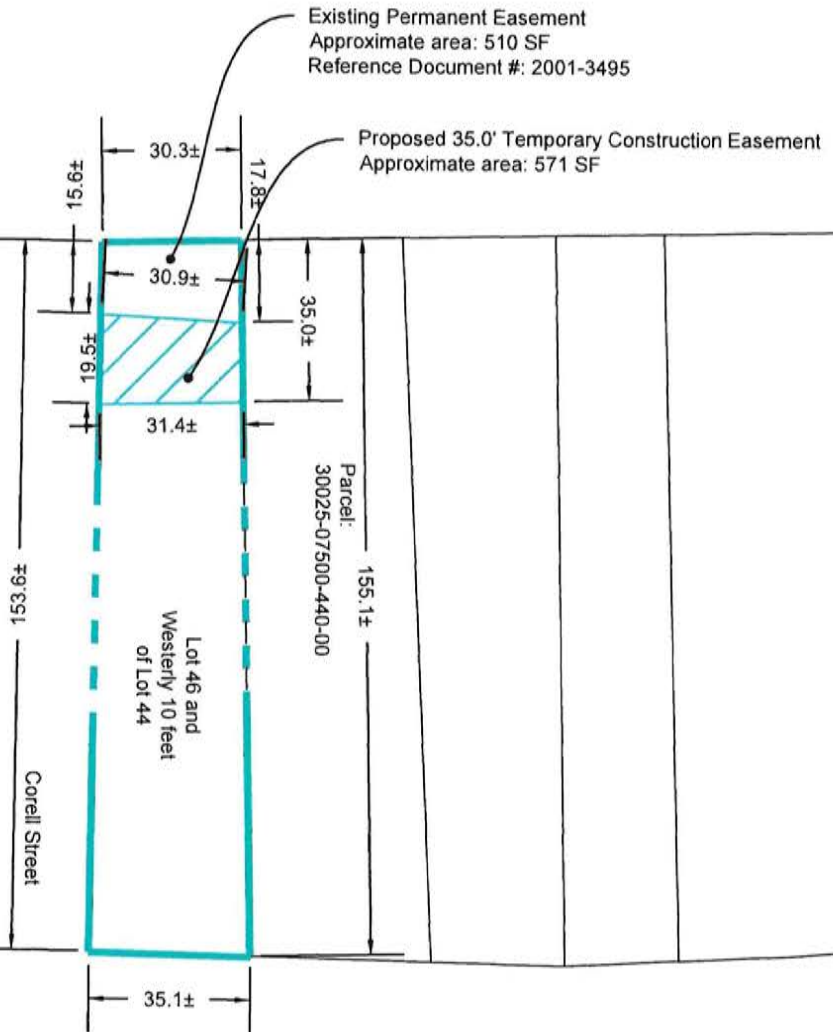
Lot Forty-six (46) and the Westerly 10 feet of Lot No. Forty-four (44) in Block No. Seventy-five (75) of the City of Deadwood according to the P.L. Rogers Map, of said city, together with all appurtenances and hereditaments therunto belonging, Lawrence County, South Dakota

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



Parcel:
30025-07600-040-00



Note:

Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

Parcel:
30025-07400-470-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 512, SD 57703
605.600.3752 mtowey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and TYLER BOSCH, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot Two in Block Seventy-six of the City of Deadwood, according to the official map of said city, EXCEPT a strip of land ten feet in width off the rear and northwesterly end of said lot and lying immediately to the south of and adjoining Whitewood Creek, said strip being reserved as a public driveway or alley, Lawrence County, South Dakota.

AND

Lot 4 of Block 76 of the City of Deadwood, according to the P.L. Rogers map, together with all improvements thereon and appurtenances thereunto belonging, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

TYLER BOSCH

By: 

TYLER BOSCH, Grantor

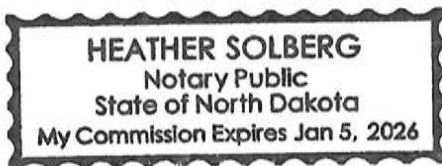
ACKNOWLEDGEMENT

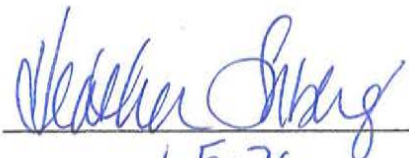
STATE OF North Dakota :
COUNTY OF Burleigh :
SS. :

On this 17th day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came TYLER BOSCH and acknowledged the said instrument to be his free and voluntary act and deed.

WITNESS my hand and official seal at _____, in said county and state, the date aforesaid.

(SEAL)



Notary Public 

My Commission Expires: 1-5-26

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 _____, 2023, 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

#124

EXHIBIT 'A'

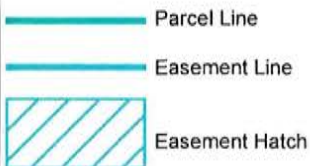
TEMPORARY CONSTRUCTION EASEMENT

Lot Two in Block Seventy-six of the City of Deadwood, according to the official map of said city, EXCEPT a strip of land ten feet in width off the rear and northwesterly end of said lot and lying immediately to the south of and adjoining Whitewood Creek, said strip being reserved as a public driveway or alley, Lawrence County, South Dakota.

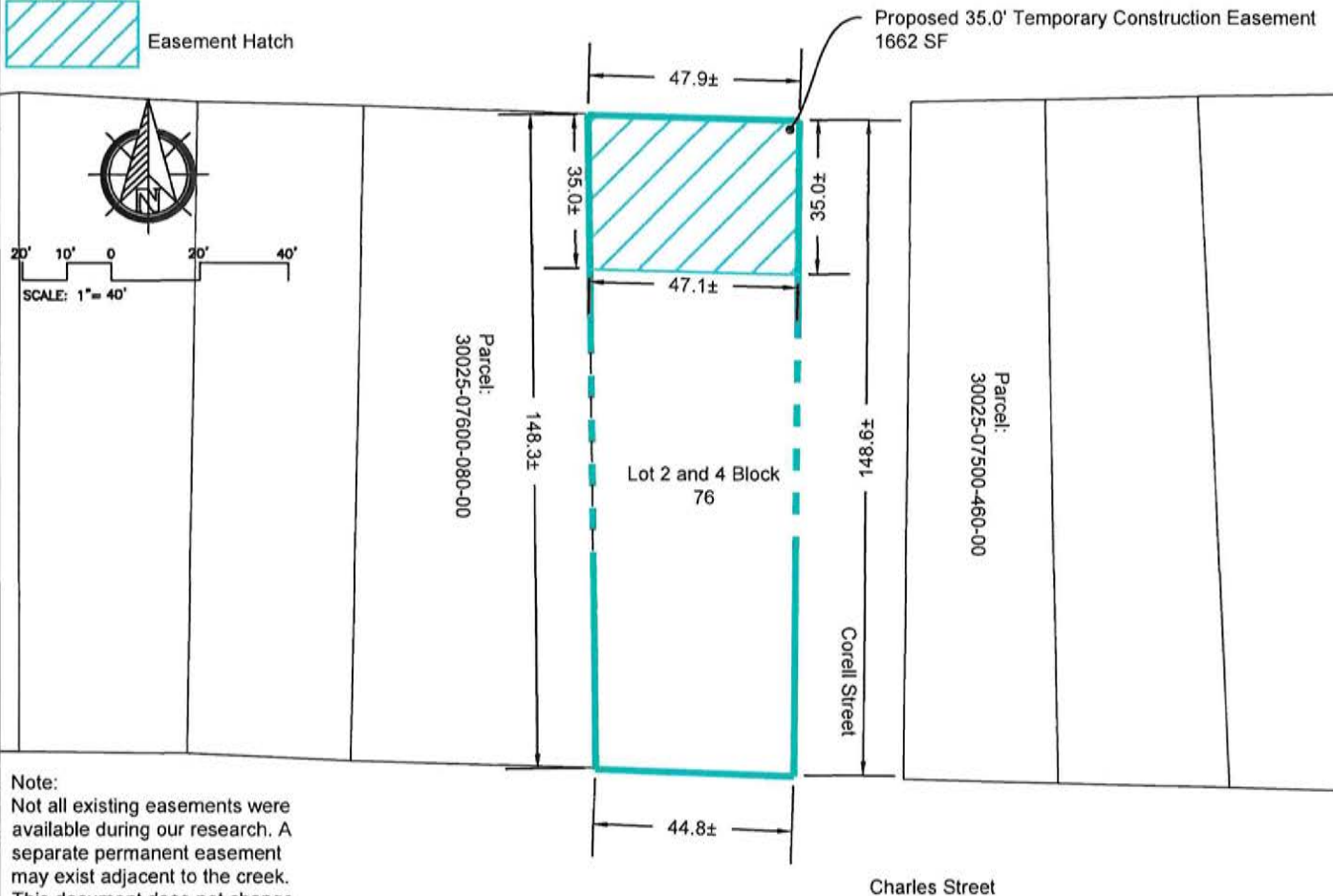
AND

Lot 4 of Block 76 of the City of Deadwood, according to the P.L. Rogers map, together with all improvements thereon and appurtenances thereunto belonging, Lawrence County, South Dakota.

LEGEND



Parcel: 30900-00107-000-52



Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

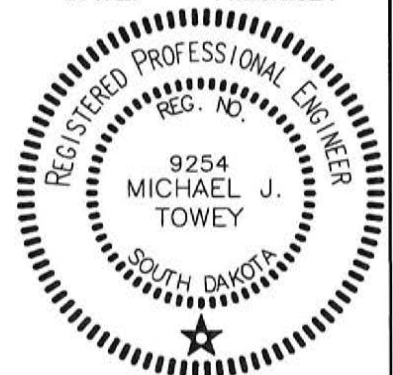
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 6109, SD 57743
605.600.3752 mtowey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and BLACK HILLS CHAIRLIFT CO., 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Six (6) and Eight (8) in Block Seventy-six (76) Original Town, City of Deadwood, according to P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

BLACK HILLS CHAIRLIFT CO.

By: William Ford

_____, Grantor

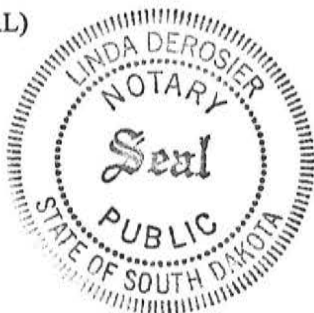
ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota :
SS.
COUNTY OF Lawrence :

On this 1 day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came William London, the President of BLACK HILLS CHAIRLIFT CO. and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at _____, in said county and state, the date aforesaid.

(SEAL)



Notary Public Linda DeRosier

My Commission Expires: 11-2-22

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 _____, 2023, 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

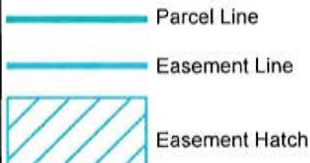
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Six (6) and Eight (8) in Block Seventy-six (76) Original Town, City of Deadwood, according to P.L. Rogers map of the City of Deadwood, Lawrence County, South Dakota

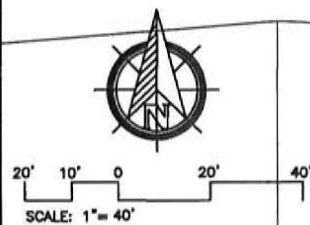
LEGEND



Parcel: 30900-00107-000-52

Existing Permanent Easement
Approximate area: 798 SF
Reference Document #: 2001-3500

Proposed 35.0' Temporary Construction Easement
Approximate area: 1002 SF



Parcel:
30025-07600-120-00

Lot 6 and 8 Block
76

Parcel:
30025-07600-040-00

Correll Street

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 8140, SD 57713
605 600 3758 mtowey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and RICK & BARBARA ENSMINGER, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lot 10 and the East Half of Lot 12 in Block 76, of the City of Deadwood, Lawrence County, South Dakota, according to Plat of P.L. Rogers of said city.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

RICK & BARBARA ENSMINGER

By: *Rick Ensminger*
RICK ENSMINGER, Grantor

By: *Barbara Ensminger*
BARBARA ENSMINGER, Grantor

ACKNOWLEDGEMENT

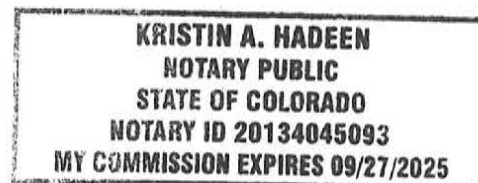
STATE OF :
COUNTY OF :
SS.

On this 2nd day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came RICK & BARBARA ENSMINGER and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Hoxton Credit Union, in said county and state, the date aforesaid.

(SEAL)

Notary Public *Kristin A. Hadeen*
My Commission Expires: 9/27/2025



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 _____, 2023, 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

\$130

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lot 10 and the East Half of Lot 12 in Block 76, of the City of Deadwood, Lawrence County, South Dakota, according to Plat of P.L. Rogers of said city.

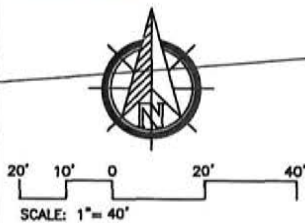
LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

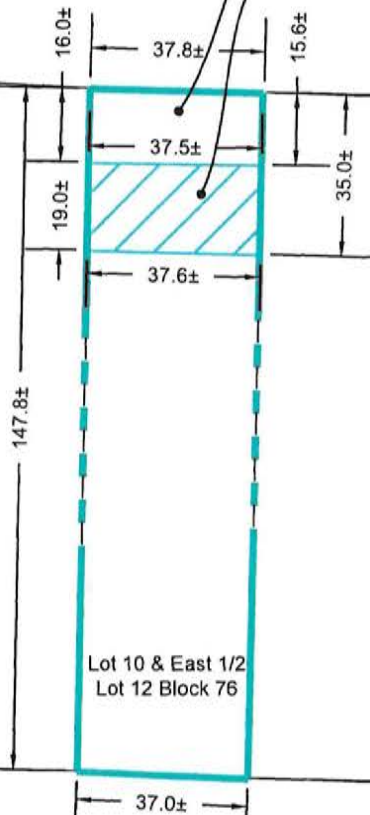
Parcel: 30900-00107-000-52

Existing Permanent Easement
Approximate area: 595 SF
Reference Document #: 2001-3505

Proposed 35.0' Temporary Construction Easement
Approximate area: 721 SF



Parcel:
30025-07600-120-00



Lot 10 & East 1/2
Lot 12 Block 76

Parcel:
30025-07600-080-00

Corell Street

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 818, SD 57743
605.800.3758 info@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTIO EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and DARIN SMITH, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Westerly 1/2 of Lot 12 and all of Lot 14, Block 76, Original Town of Deadwood, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

DARIN SMITH

By: 
DARIN SMITH, Grantor

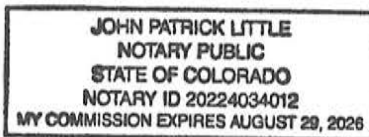
ACKNOWLEDGEMENT


STATE OF COLORADO :
COUNTY OF JEFFERSON :
SS.

On this 9 day of DECEMBER, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came DARIN SMITH and acknowledged the said instrument to be his free and voluntary act and deed.

WITNESS my hand and official seal at CONFER, in said county and state, the date aforesaid.

(SEAL)



Notary Public 
My Commission Expires: 08-29-2026

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 _____, 2023, 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

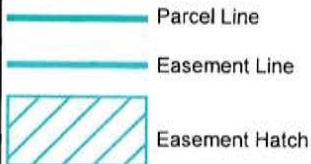
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Westerly 1/2 of Lot 12 and all of Lot 14, Block 76, Original Town of Deadwood, Lawrence County, South Dakota

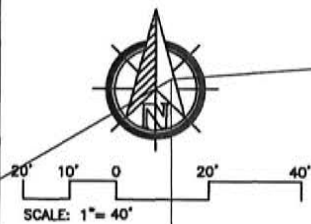
LEGEND



Parcel: 30900-00107-000-52

Permanent Easement
Approximate Area: 653 SF
Reference Document #: 2001-3533

Proposed 35.0' Temporary Construction Easement
Approximate Area: 746 SF



Parcel:
30025-07600-200-00

Parcel:
30025-07600-120-00

W 1/2 Lot 12 and
all of Lot 14
Block 76

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-190-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Villa Drive, Box 5109, SD 57743
605.600.3756 mtowey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and will begin on the day construction starts and end six (6) months after, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “GRANTEE,” and SHAMA PROPERTIES, LLC, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore a certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction and supply temporary storage for paver bricks until the project has been completed. Grantee agrees to provide 4 inches of topsoil and sod in the disturbed area upon completion of this project. Grantee agrees to return property to existing conditions. See attached photos. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots 16, 18, 20 and 22 in Block 76 of the City of Deadwood in Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

SHAMA PROPERTIES, LLC

By: [Signature]

Owner, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota :
COUNTY OF Lawrence :
SS.

On this 8th day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Harry Shama, the owner of SHAMA PROPERTIES, LLC and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at Deadwood, in said county and state, the date aforesaid.

(SEAL)



Notary Public [Signature]

My Commission Expires: _____

**MY TERM EXPIRES
MARCH 5, 2023**

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 _____, 2023, 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.

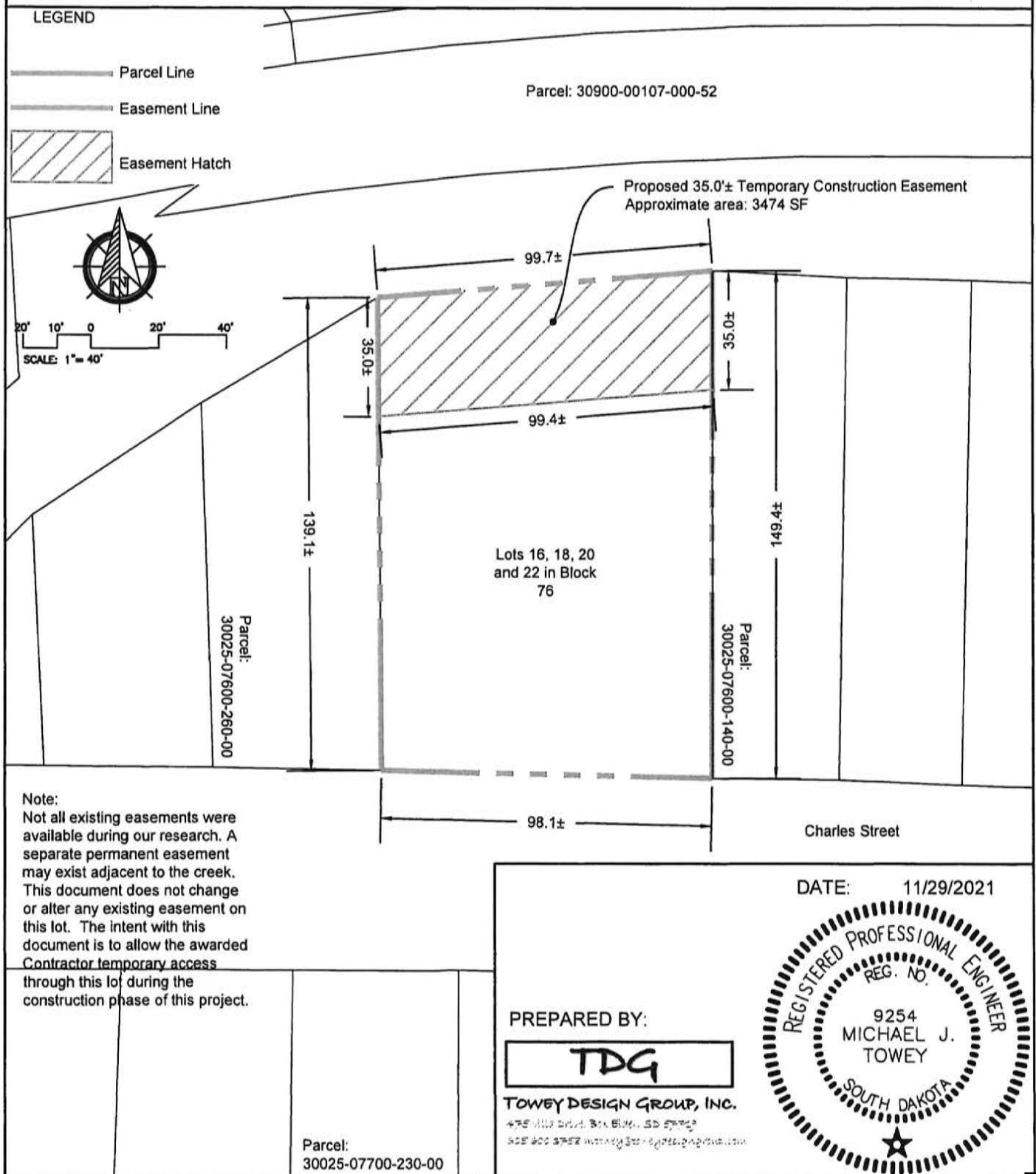
ATTEST

Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots 16, 18, 20 and 22 in Block 76 of the City of Deadwood in Lawrence County, South Dakota



Prepared by:
Quentin L. Riggins
Gunderson, Palmer, Nelson,
& Ashmore, LLP
PO Box 8045
Rapid City, SD 57709
605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and LARRY & SHERYL HICKS, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Twenty-Four (24) and Twenty-Six (26) in Block Seventy-Six (76) of the City of Deadwood, according to Map of P.L. Rogers of the City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

LARRY & SHERYL HICKS

By: Larry E. Hicks
LARRY HICKS, Grantor

By: Sheryl A. Hicks
SHERYL HICKS, Grantor

ACKNOWLEDGEMENT

STATE OF South Dakota :
COUNTY OF Lawrence :
SS.

On this 22 day of November, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came LARRY & SHERYL HICKS and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Deadwood, in said county and state, the date aforesaid.

(SEAL)



Notary Public Robin Lucene Depuydt

My Commission Expires: _____

**MY TERM EXPIRES
MARCH 5, 2023**

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 _____, 2023, 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

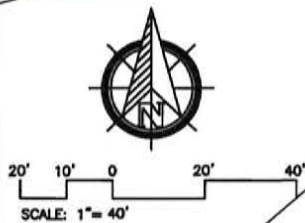
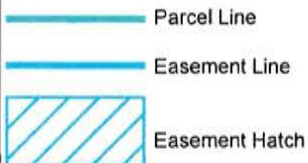
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Twenty-Four (24) and Twenty-Six (26) in Block Seventy-Six (76) of the City of Deadwood, according to Map of P.L. Rogers of the City of Deadwood, Lawrence County, South Dakota.

LEGEND



Parcel: 30900-00107-000-52

Proposed 35.00' Temporary Construction Easement
Approximate area: 1841 SF

Parcel:
30025-07600-300-00

107.3±

Lots 24 and 26
Block 76

Parcel:
30025-07600-200-00

139.1±

50.0±

Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-330-00

PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

475 Miller Drive, Box 5100, SD 57543
605.800.3752 info@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and RODNEY & CLAUDIA HOWELL, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots Twenty-eight (28) and Thirty (30), in Block Seventy-six (76) of the City of Deadwood, Lawrence County, South Dakota, according to the map of Peter L. Rogers of said city, together with all structures and improvements thereon.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

RODNEY & CLAUDIA HOWELL

By: Rodney Howell
RODNEY HOWELL, Grantor

By: Claudia Howell
CLAUDIA HOWELL, Grantor

ACKNOWLEDGEMENT

STATE OF :
COUNTY OF :

On this 14 day of October, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came RODNEY & CLAUDIA HOWELL and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at Lawrence South Dakota, in said county and state, the date aforesaid.

(SEAL)

Notary Public Hebbie Sargent (deputy auditor)

My Commission Expires: _____ **MY TERM EXPIRES
MARCH 5, 2023**



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 _____, 2023, 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

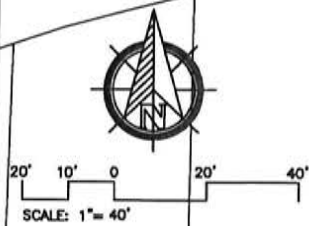
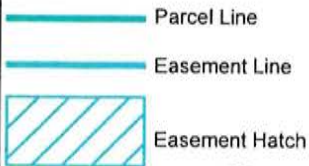
Jessica McKeown
Finance Officer

EXHIBIT 'A'

TEMPORARY CONSTRUCTION EASEMENT

Lots Twenty-eight (28) and Thirty (30), in Block Seventy-six (76) of the City of Deadwood, Lawrence County, South Dakota, according to the map of Peter L. Rogers of said city, together with all structures and improvements thereon.

LEGEND



Parcel: 30900-00107-000-52

Proposed 35.0'± Temporary Construction Easement
Approximate area: 1783 SF

Parcel:
30025-07600-360-00

Lots 28 and 30
Block 76

Parcel:
30025-07600-260-00

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Charles Street

Parcel:
30025-07700-330-00

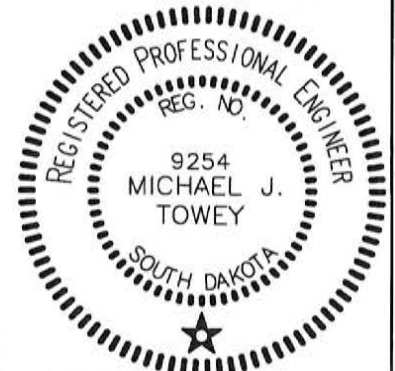
PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.

4750 Villa Drive, Box 5100, SD 57713
605.600.3788 mtowey@toweydesigngroup.com

DATE: 11/29/2021



Prepared by:
 Quentin L. Riggins
 Gunderson, Palmer, Nelson,
 & Ashmore, LLP
 PO Box 8045
 Rapid City, SD 57709
 605-342-1078

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 15th day of January 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and CARA MIA LLC, 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 temporary easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace a gabion basket bulkhead retaining wall adjacent Whitewood Creek with an engineered concrete block retaining wall. Together with the reconstruction of the retaining wall the grantee shall restore that certain piece of real estate hereinafter described, inclusive of concrete, grass, gravel or asphalt surfacing, irrigation systems, or all areas disturbed as a result of the reconstruction. This easement shall be temporary.

The real estate above referred to is specifically described and/or depicted as follows:

Lots 32 and 34 in Block 76, City of Deadwood, according to Roger's Map of the City of Deadwood, except that portion of said lots north of the stream known as Red Creek, recorded in Book 349 Page 342, Lawrence County, South Dakota

And

A Portion of Lot No. 36, in Block 76 in the City of Deadwood, described as follows: Beginning at the Southeast Corner of said Lot No. 36, thence along Charles Street South 89 degrees 05 minutes, west 24.3 feet to line of bulkhead, thence with said line North 44 degrees 57 minutes, East 33.9 feet to the East line of said Lot 36, thence with said line South 0 degrees 55 minutes East 23.6 feet to place of beginning.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence County Register of Deeds, Deadwood, 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 during surveying, construction, maintenance, repair, removal, or replacement of said retaining wall reconstruction. 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 construction, safety,

operation or maintenance of said retaining wall and provided 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.

CARA MIA LLC

By: _____

_____, Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota :
COUNTY OF Lawrence :
SS.

On this 20th day of December, 2022, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Cara E. Pottey, the President of CARA MIA LLC and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at Deadwood SD, in said county and state, the date aforesaid.



Notary Public _____

My Commission Expires: MY TERM EXPIRES
MARCH 5, 2023

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 _____, 2023, 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

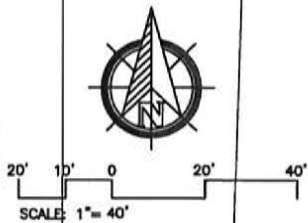
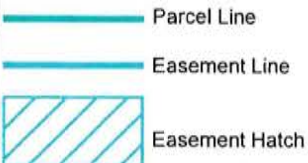
Jessica McKeown
Finance Officer

#152

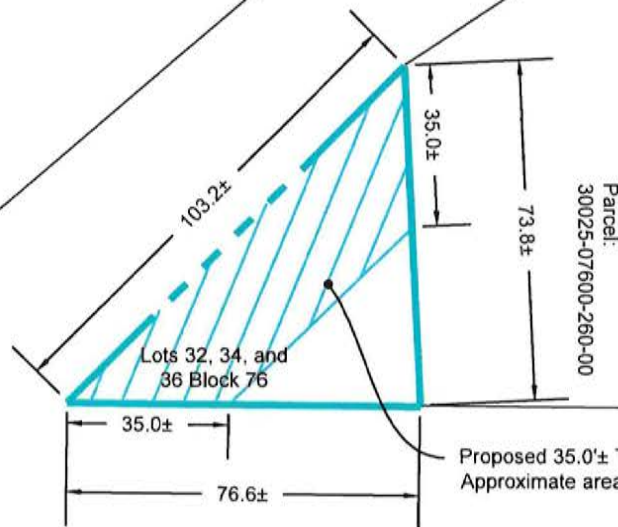
EXHIBIT 'A'**TEMPORARY CONSTRUCTION EASEMENT**

Lots 32 and 34 in Block 76, City of Deadwood, according to Roger's Map of the City of Deadwood, except that portion of said lots north of the stream known as Red Creek, recorded in Book 349 Page 342, Lawrence County, South Dakota
And

A Portion of Lot No. 36, in Block 76 in the City of Deadwood, described as follows: Beginning at the Southeast Corner of said Lot No. 36, thence along Charles Street South 89 degrees 05 minutes, west 24.3 feet to line of bulkhead, thence with said line North 44 degrees 57 minutes, East 33.9 feet to the East line of said Lot 36, thence with said line South 0 degrees 55 minutes East 23.6 feet to place of beginning.

LEGEND

Parcel:
30025-07600-380-00



Charles Street

Note:
Not all existing easements were available during our research. A separate permanent easement may exist adjacent to the creek. This document does not change or alter any existing easement on this lot. The intent with this document is to allow the awarded Contractor temporary access through this lot during the construction phase of this project.

Parcel:
30025-07700-430-00

DATE: 11/29/2021

PREPARED BY:

TDG**TOWEY DESIGN GROUP, INC.**

475 Villa Drive, Box 514, SD 57543
605.600.3752 mtowey@toweydesigngroup.com



Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

-
-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

THIS EASEMENT is made and entered into this 12th day of Oct, 2023 by and between
City of Deadwood, "GRANTOR" and **Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57702, "GRANTEE"**.

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 perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least 10 feet on either side of the power line. This easement shall run with the land.

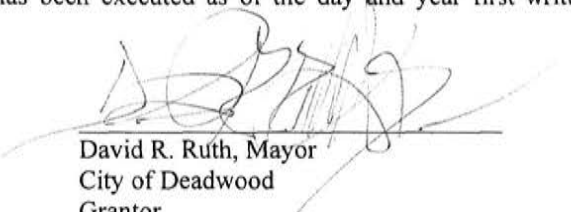
The real estate above referred to is specifically described and/or depicted as follows
: **SEE EXHIBIT "A"**

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 during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devises as may be required to permit the operation of standard utility construction or repair machinery. 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 construction, safety, operation or maintenance of said lines, and provided 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.

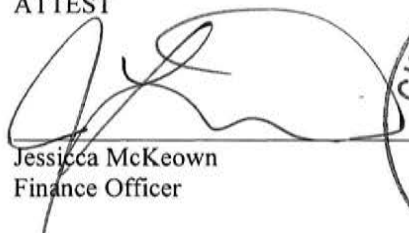

David R. Ruth, Mayor
City of Deadwood
Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF SOUTH DAKOTA)
SS)
COUNTY OF LAWRENCE)

On this 12th day of October, in the year 2023, 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 he executed the same.

ATTEST


Jessica McKeown
Finance Officer

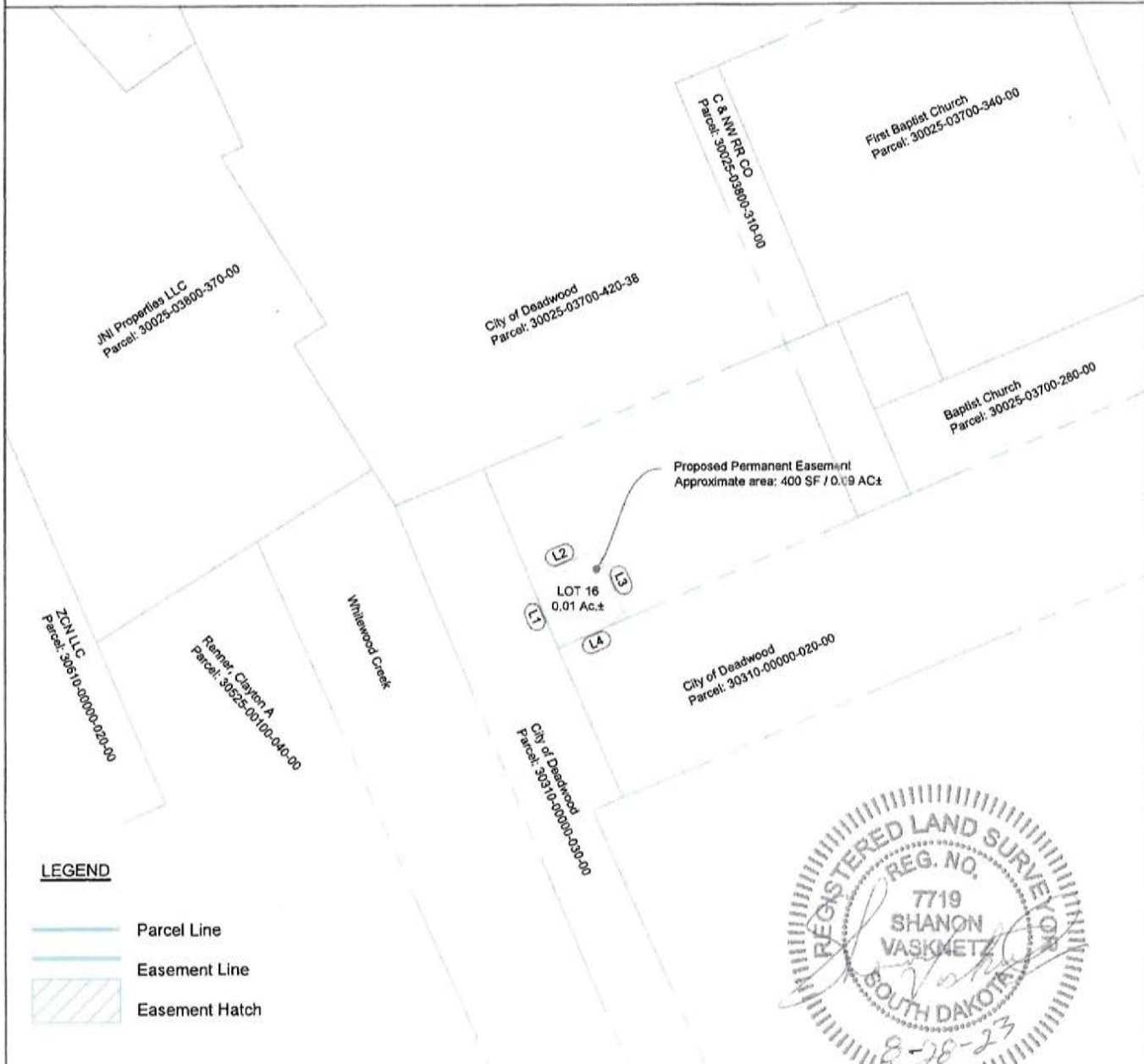


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD TRACT A BLK 38
PLAT 2011-02540



PREPARED BY:

TDG

Towsey Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3758



20' 10' 0 20' 40'
SCALE: 1" = 40'

Segment Table

Line #/Curve #	Length	Direction/Delta
L1	20.340	N22° 15' 54.96"W
L2	19.687	N67° 44' 05.04"E
L3	20.000	S23° 14' 48.80"E
L4	20.033	S66° 45' 15.31"W

Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

-
-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

THIS EASEMENT is made and entered into this 12th day of Oct, 2023 by and between **City of Deadwood, "GRANTOR"** and **Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57702, "GRANTEE"**.

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 perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least 10 feet on either side of the power line. This easement shall run with the land.

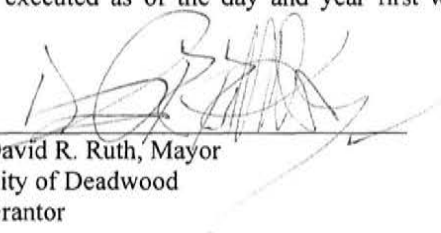
The real estate above referred to is specifically described and/or depicted as follows
: SEE EXHIBIT "A"

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 during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devises as may be required to permit the operation of standard utility construction or repair machinery. 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.

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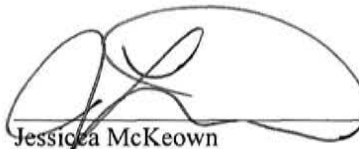

David R. Ruth, Mayor
City of Deadwood
Grantor

ACKNOWLEDGEMENT CORPORATE

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SS)
COUNTY OF LAWRENCE)

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ATTEST


Jessica McKeown
Finance Officer

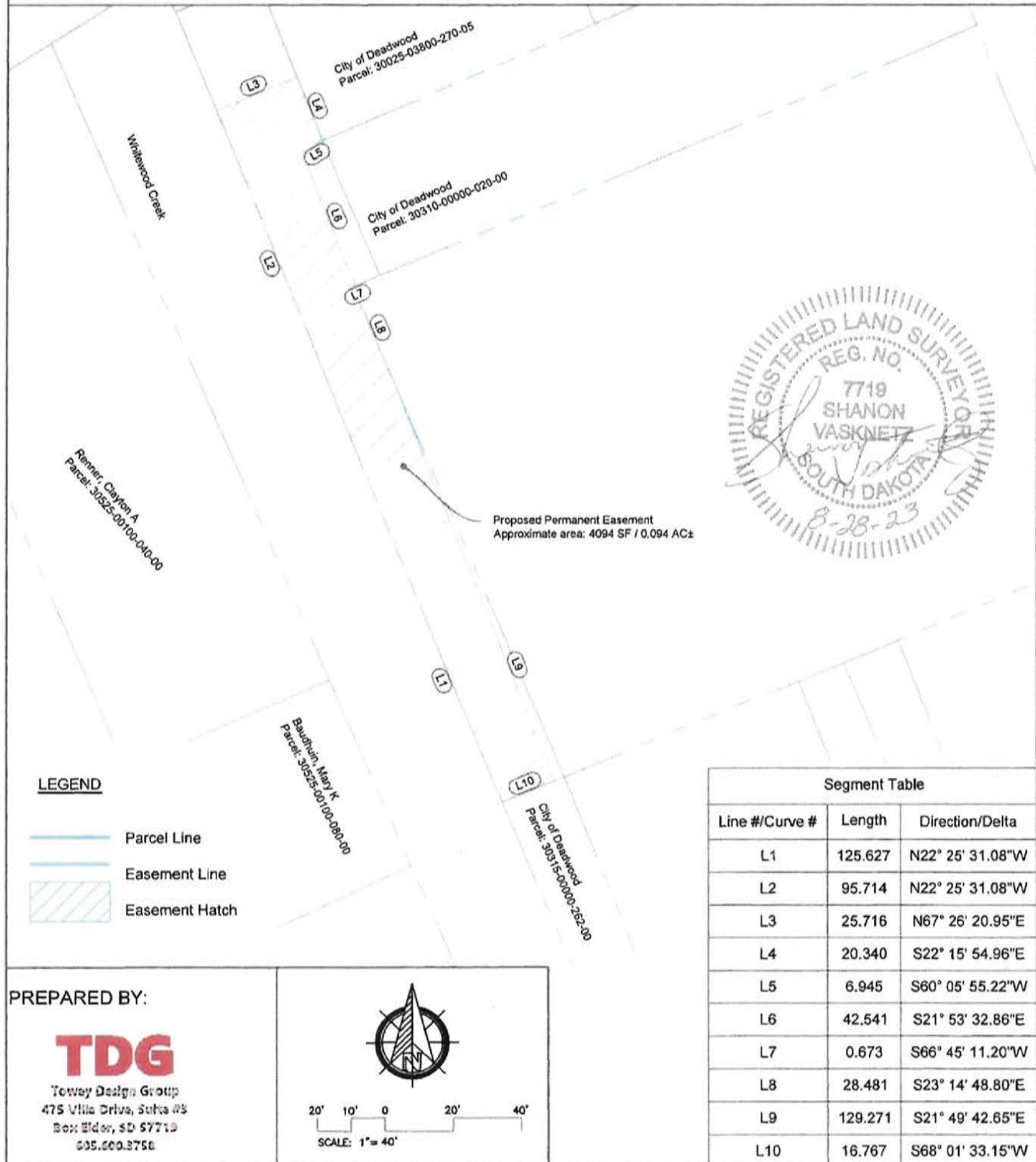


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

FISH & HUNTER S/D TRACT C
PLAT 2013-02126



Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

-
-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

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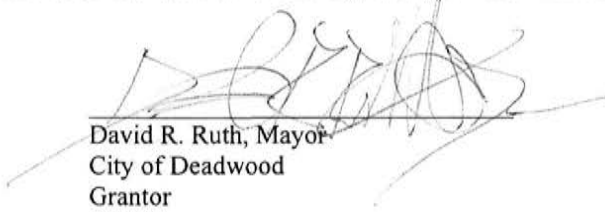
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Jessica McKeown
Finance Officer

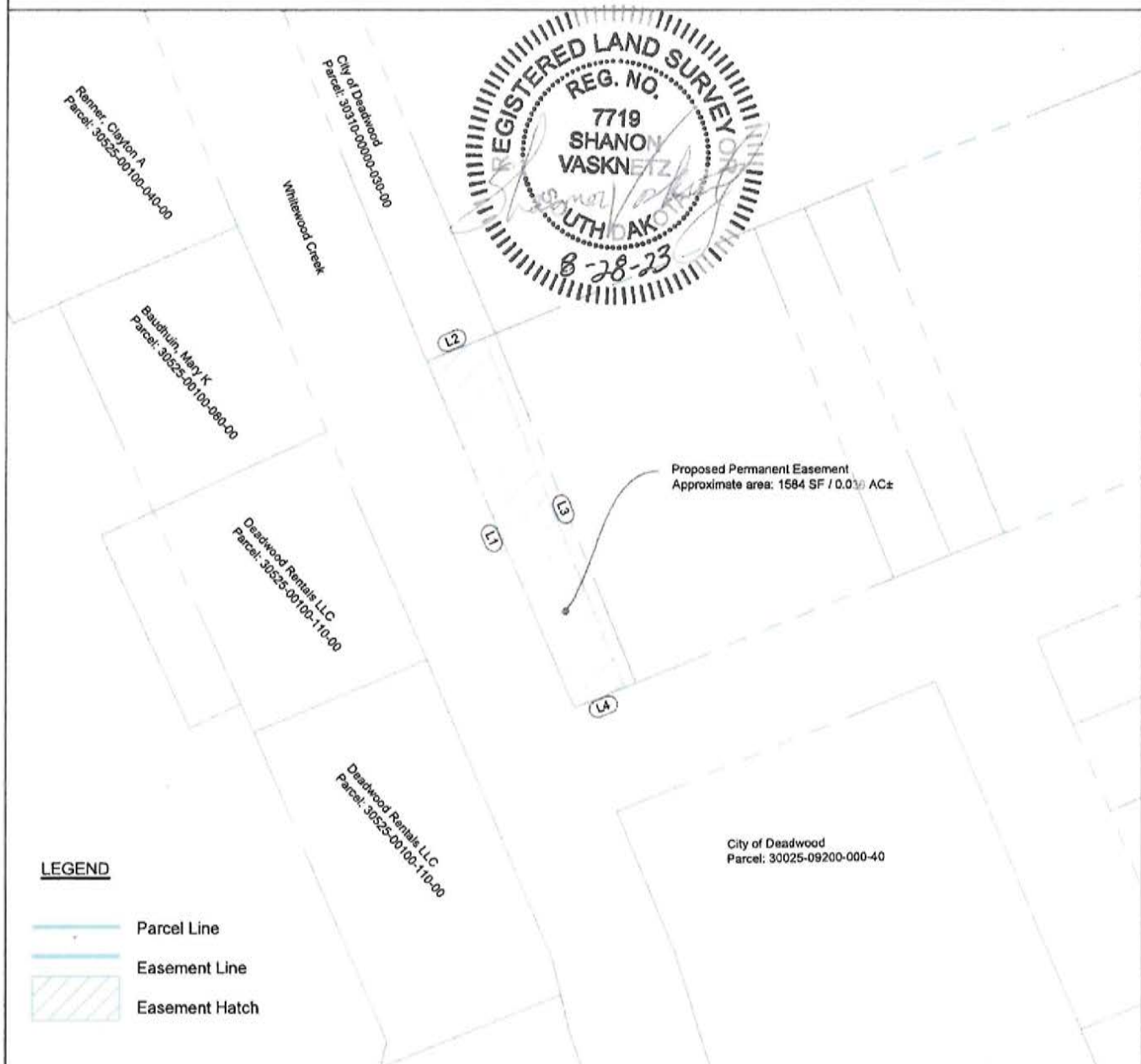


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

WATER STREET S/D TRACT A
PLAT 2014-05086



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3756



20' 10' 0 20' 40'

SCALE: 1" = 40'

Segment Table

Line #/Curve #	Length	Direction/Delta
L1	101.255	N23° 14' 18.73"W
L2	16.766	N68° 01' 33.15"E
L3	101.230	S21° 58' 26.85"E
L4	14.531	S68° 01' 33.15"W

Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

-
-

WR# _____

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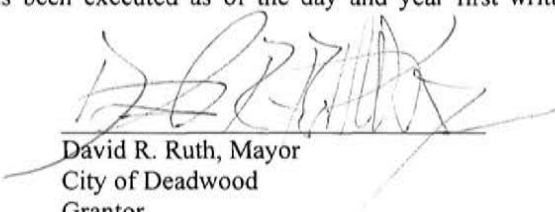
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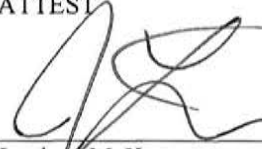

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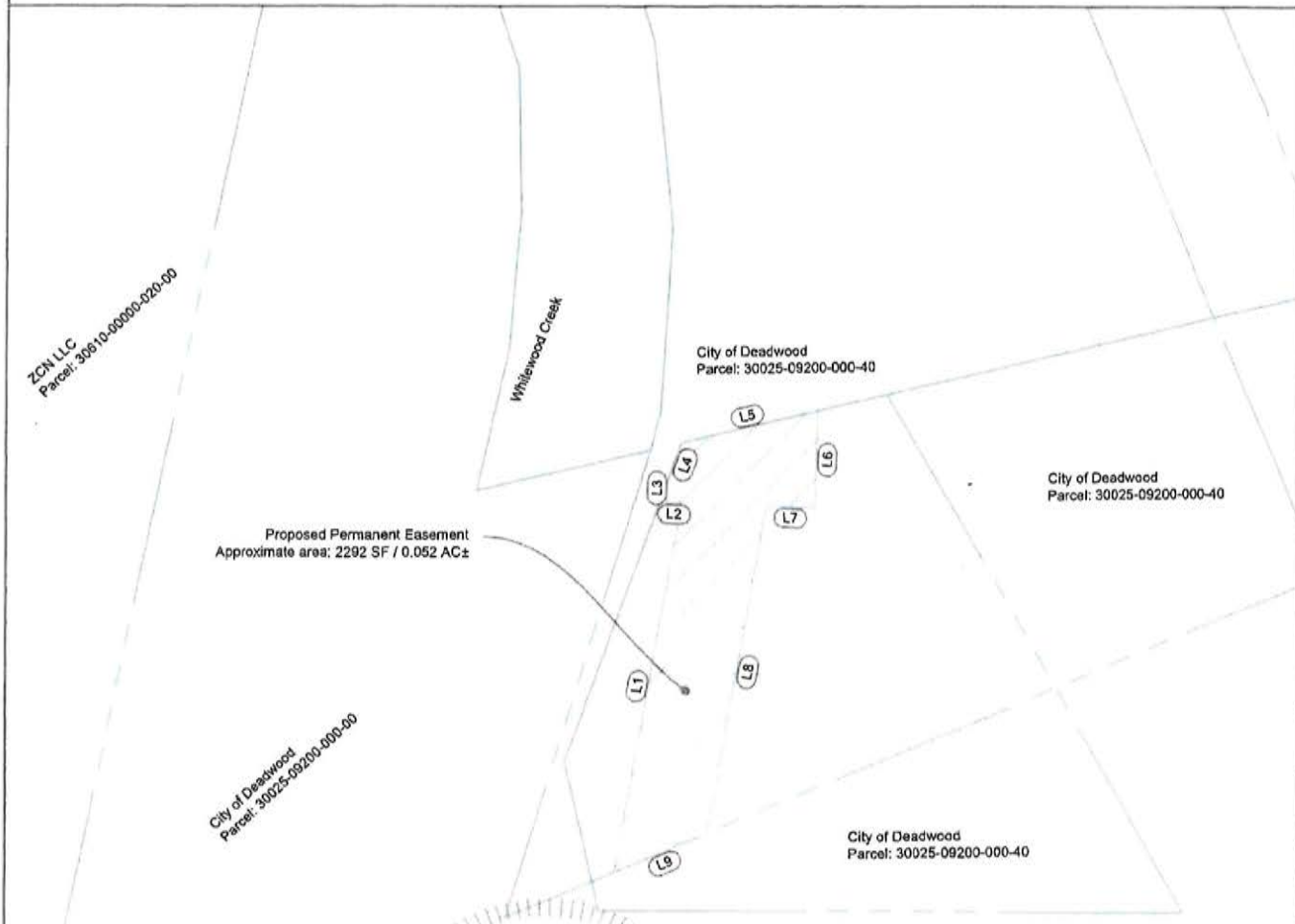


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD LOT R1-E1
PLAT 2007-01401



LEGEND

- Parcel Line
- Easement Line
- Easement Hatch



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite 205
Box Elder, SD 57719
605.600.3750



20' 10' 0 20' 40'
SCALE: 1" = 40'

Segment Table

Line #/Curve #	Length	Direction/Delta
L1	88.359	N10° 19' 16.49"E
L2	3.412	N88° 05' 53.61"W
L3	5.552	N01° 54' 06.39"E
L4	9.154	N20° 07' 54.15"E
L5	33.275	N76° 52' 14.67"E
L6	22.876	S01° 54' 06.39"W
L7	11.370	N88° 05' 53.61"W
L8	78.403	S10° 19' 16.49"W
L9	23.808	S67° 27' 55.15"W

Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

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-

WR# _____

ELECTRIC EASEMENT-UNDERGROUND

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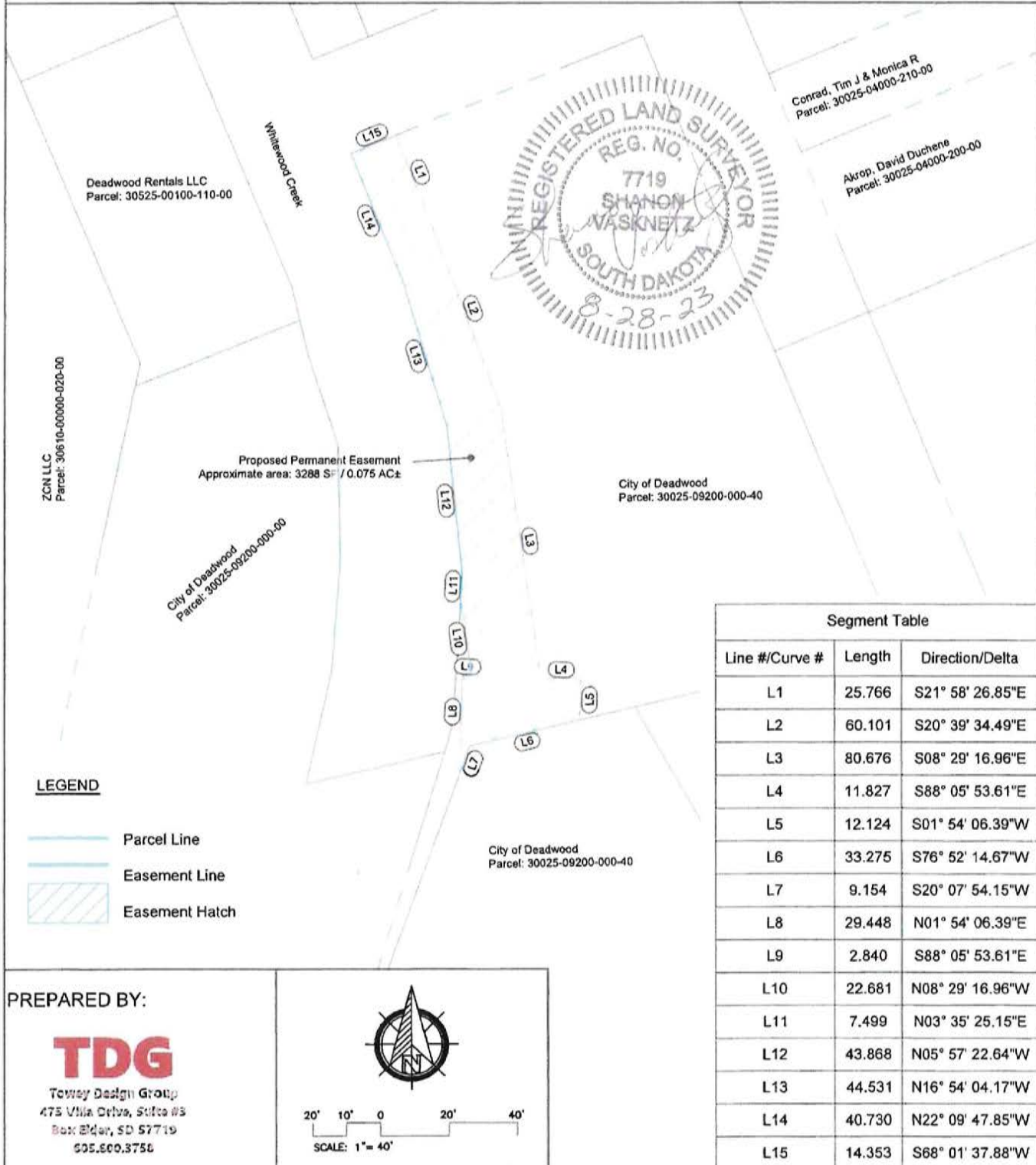
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JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD LOT R1-E1
PLAT 2007-01401



Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

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JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD LOT R1-D
PLAT 1989-01762



Proposed Permanent Easement
Approximate area: 910 SF / 0.021 AC±

Whitewood Creek

City of Deadwood
Parcel: 30025-09200-000-00

Conrad Timothy J.
Parcel: 30025-07000-000-15

Conrad Timothy J.
Parcel: 30025-07000-000-00

Charles Street

Western Dakota Health Care, Inc.
Parcel: 30025-07000-280-00

LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #2
Box Elder, SD 57719
605.560.3756



20' 10' 0 20' 40'
SCALE: 1"= 40'

Segment Table

Line #/Curve #	Length	Direction/Delta
L1	20.072	N54° 52' 20.15"E
L2	46.511	S35° 07' 20.25"E
L3	20.114	S59° 51' 27.68"W
L4	44.763	N35° 09' 55.18"W

Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

WR# _____

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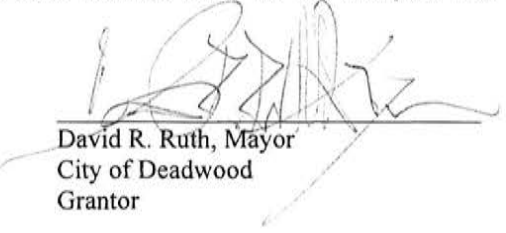
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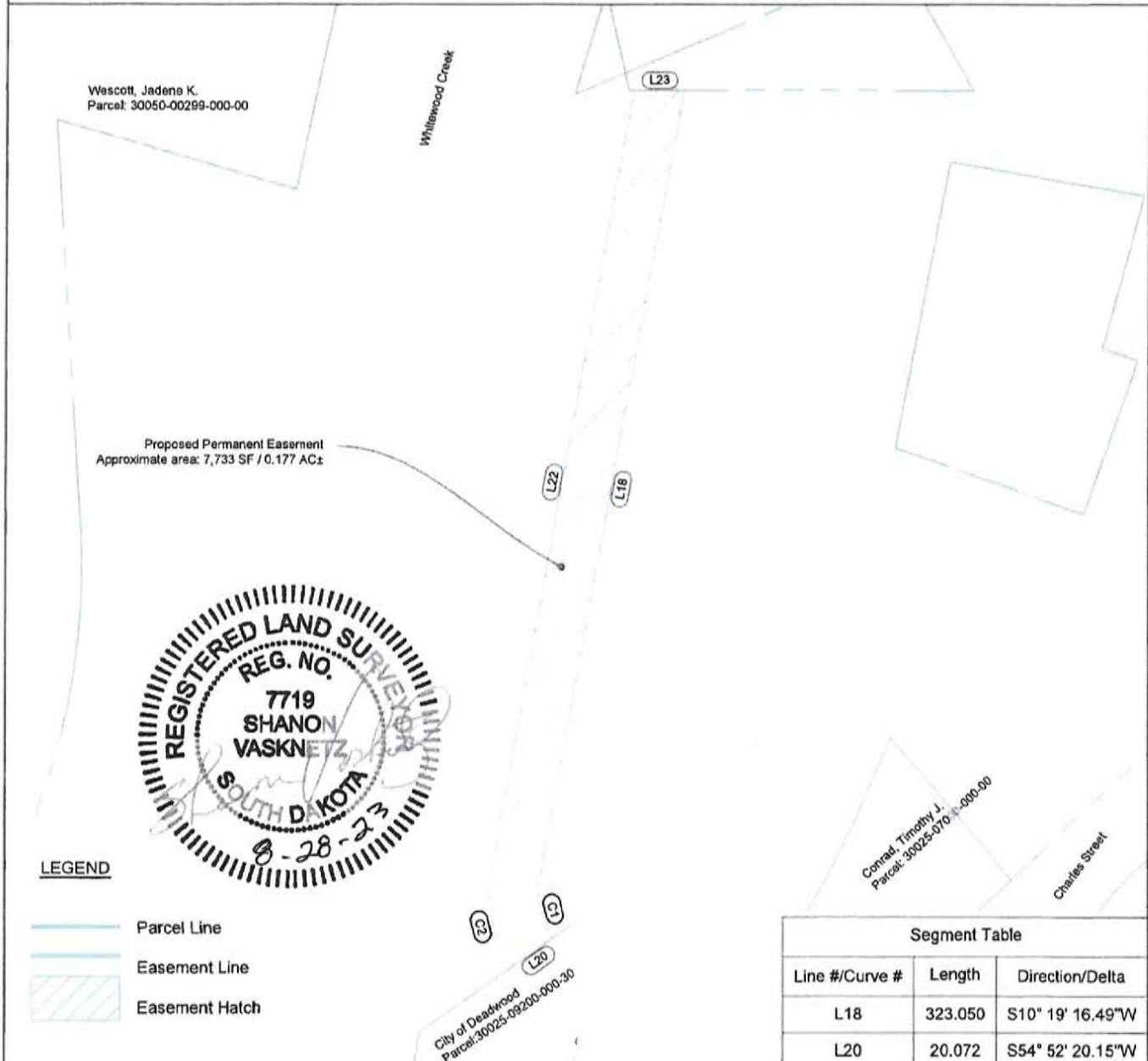


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

ORIGINAL TOWN DEADWOOD REMAINDER OF LOT R1 & REMAINDER OF LOT R1-B EX LOT H1 (585SF)
PLAT 1987-00649



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3756



30' 15' 0 30' 60'

SCALE: 1" = 60'

Segment Table

Line #/Curve #	Cord Length	Arc Length	Direction/Delta	Radius
C1	22.45	21.99	040.3901	31.85
C2	37.58	36.78	041.0613	52.43

Prepared By:

Black Hills Energy
PO Box 1400
Rapid City, SD 57709
605-721-3200

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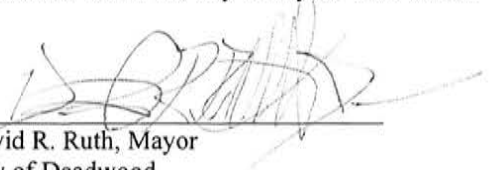
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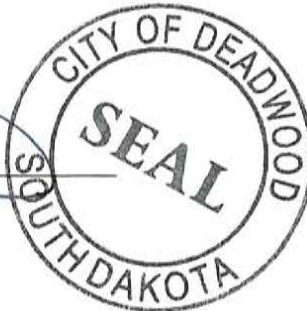
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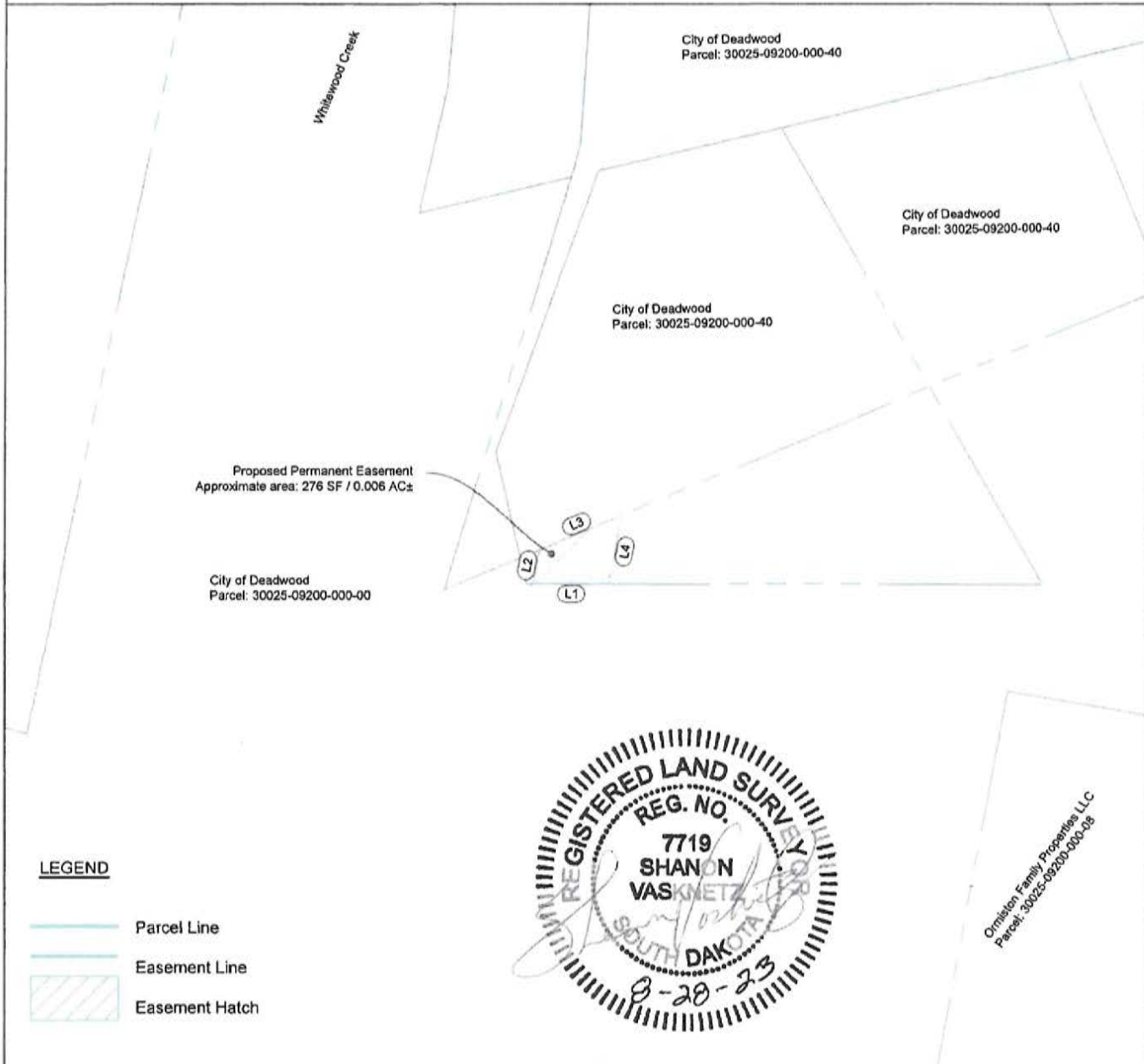


JULY 31 2023

EXHIBIT 'A'

PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

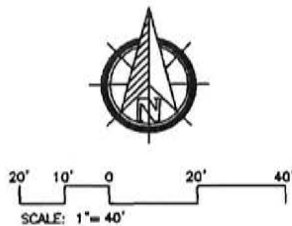
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PLAT 1987-00649



PREPARED BY:

TDG

Toway Design Group
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3750



Parcel Table

Line #/Curve #	Length	Direction/Delta
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L2	9.151	N10° 19' 16.49"E
L3	23.808	N67° 27' 55.15"E
L4	18.517	S10° 19' 16.49"W