

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

## PUBLIC ACCESS AND UTILITY EASEMENT

**THIS EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “**GRANTEE**,” and Deadwood Days of 76, Inc., 17 Crescent Street, Deadwood, South Dakota, 57732, hereinafter referred to as “**GRANTOR**.”

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent public access and utility easement, to enter upon the lands of Grantor for turn around access, sanitary dumping station installation and use and utility easement. This easement shall be permanent and shall run with the land.

The location of the Public Access and Utility Easement is set forth and/or depicted as follows:

Lot 1 of the Days of 76 Tract, formerly the Days of 76 Tract being a portion of M.S. 569, all located in the NE ¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, as shown on the attached Exhibit “A” and labeled Public Access and Utility Easement containing 11,979 square feet.

This easement shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for turn-around access, sanitary dumping station installation and use and utility easement. 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 turn around access, sanitary dumping station installation and use and utility easement and provide further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee’s failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee’s permission.

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

GRANTEE  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
Alea Struble

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA  
SS.  
COUNTY OF LAWRENCE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared Alea Struble, Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

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

GRANTOR:

By: \_\_\_\_\_  
Shannon Percy, Chairman  
Deadwood Days of 76, Inc.

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
SS.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Shannon Percy, Chairman, Deadwood Days of 76, Inc. and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

(SEAL)

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_