



Doc #: 2023-04765
Date: 11/1/2023 3:36:48 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

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 31 day of 10, 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"**

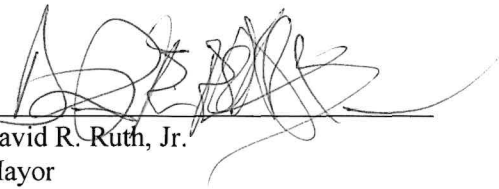
This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related 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.



GRANTEE
CITY OF DEADWOOD:

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


STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)


ACKNOWLEDGMENT

On this, the 31 day of October, 2023, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(ATTEST)


Jessica McKeown
Finance Officer

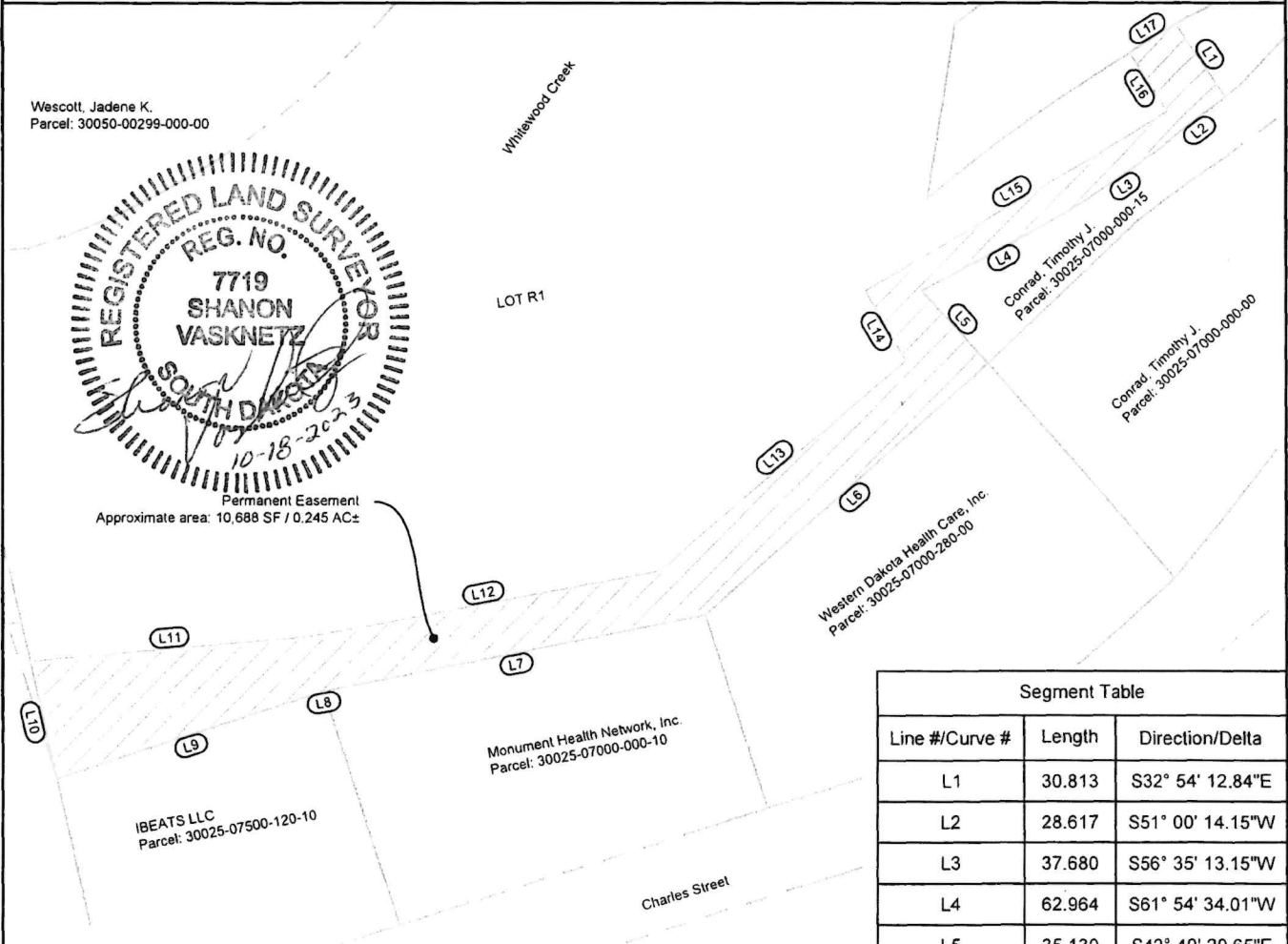




OCTOBER 18 2023

EXHIBIT 'A' PERMANENT ACCESS & UTILITY EASEMENT OVERVIEW

LOT R1 OF CITY OF DEADWOOD RAILROAD PROPERTY
ALL LOCATED IN THE NW1/4 OF SECTION 26 AND THE NE1/4 OF SECTION 27, T5N, R3E, B.H.M,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



LEGEND

- Parcel Line
- Easement Line
- Easement Hatch

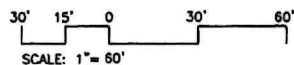
Segment Table

Line #/Curve #	Length	Direction/Delta
L1	30.813	S32° 54' 12.84"E
L2	28.617	S51° 00' 14.15"W
L3	37.680	S56° 35' 13.15"W
L4	62.964	S61° 54' 34.01"W
L5	35.130	S42° 40' 20.65"E
L6	134.980	S48° 35' 50.15"W
L7	139.000	S78° 50' 14.15"W
L8	1.193	S79° 07' 35.90"W
L9	98.504	S71° 56' 29.48"W
L10	42.714	N12° 49' 17.45"W
L11	100.812	N85° 02' 01.23"E
L12	125.648	N79° 28' 25.73"E
L13	115.619	N49° 53' 22.36"E
L14	28.724	N30° 04' 57.96"W
L15	126.146	N59° 55' 02.04"E
L16	25.234	N33° 31' 08.97"W
L17	20.114	N59° 51' 27.68"E

PREPARED BY:



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



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



Doc #: 2023-04766
Date: 11/1/2023 3:36:49 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this 31 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Judy R. Fidler, 8 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent drainage easement, to enter upon the lands of Grantor for maintenance of the storm drainage along Whitewood Creek. This easement shall be permanent and shall run with the land.

The location of the Permanent Drainage Easement is set forth and/or depicted as follows:

Lots 3A and 4 of the replat of probate lot 140 and U.S.M.S. 1253 into Ryan Addition, located in the SW1/4 of Section 26, T5N, R3E, B.H.M., Lawrence County, South Dakota, According to the plat filed in the office of the Lawrence County Register of Deeds as document number 78-3074.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the storm sewer pipe along Whitewood Creek and provide further that no structure shall be constructed on the easement without written permission from Grantee.

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



GRANTOR:

By: Judy Fidler
Judy R. Fidler

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 31 day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Judy R. Fidler, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

(SEAL)



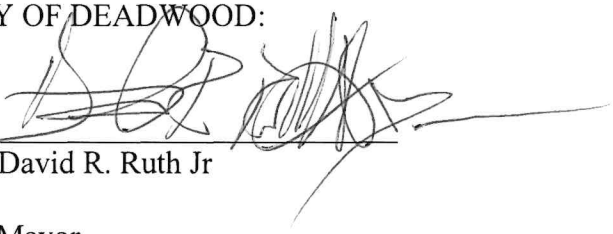
Notary Public Krista Schneider

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 31 day of October, 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

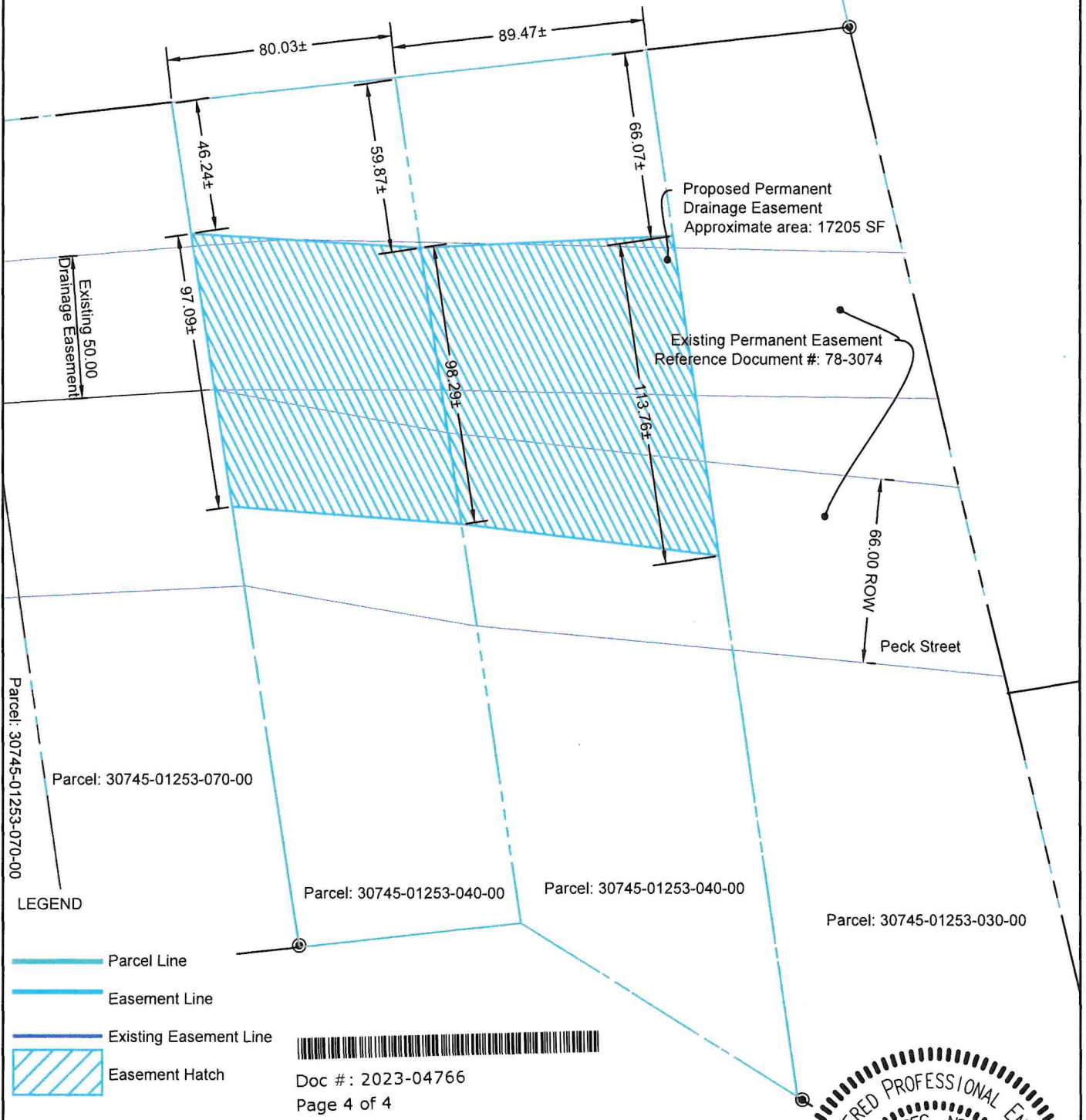

Jessica McKeown
Finance Officer



OCTOBER 20 2022

EXHIBIT 'A' PERMANENT DRAINAGE EASEMENT

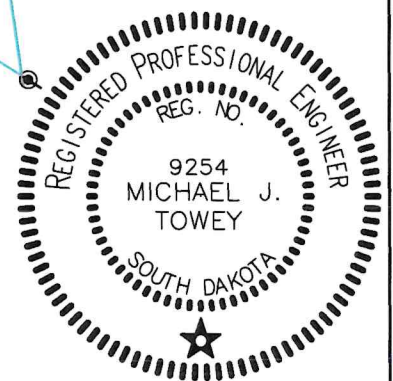
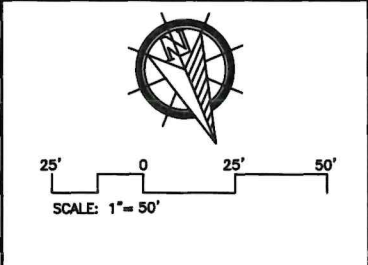
Ryan Addition Lots 3a & 4 less Street ROW Plat 1978-03074



PREPARED BY:

TDG

TOWEY DESIGN GROUP, INC.
435 11th Ave, Box 5170, SD 57703
605.600.8752 mtowey@toweydesigngroup.com



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



Doc #: 2023-04767
Date: 11/1/2023 3:36:50 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 6 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Linda H. Blair, 4 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTORS."

Grantors, 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 agents, representatives, successors and assigns, the right, privilege to use a temporary easement, to enter upon the lands of Grantors for the purpose of repairs along the banks of Whitewood Creek in the City of Deadwood.

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

Plat of Tracts 1A and 1B, of Deadwood Gulch Addition II. Formerly Tracts 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck's Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II. A portion of vacated McDonald Street, and a portion of Lot 23 of Peck's Garden Subdivision; all located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as is reasonably necessary to access Whitewood Creek; and the right to use so much of the adjoining premises of Grantors, during construction and stabilization of the banks along the creek and surface work and temporary storage of construction machinery and equipment as may be required to permit the operation of construction of said machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantees property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere



with or endanger the repair of Whitewood Creek and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing rights are granted upon the express understanding and condition that Grantee will assume liability and indemnify, hold harmless and defend Grantor, for any and all damage to persons, or property, hereinbefore described, caused by or arising out of Grantee's failure to use due care in its exercise of the granted rights unless such claims, lawsuits, or demands for damage are a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 180 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

[signatures and acknowledgements on following pages]



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

GRANTORS
LANDOWNERS:

Linda H Blair
Linda H. Blair

STATE OF South Dakota)
)ss
COUNTY OF Lawrence)

ACKNOWLEDGMENT

On this, the 6th day of October, 2023, before me, the undersigned officer, personally appeared Linda H. Blair who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.


IN WITNESS WHEREOF I hereunto set my hand and official seal.



Carol Satureck
Notary Public Lawrence County Court
My commission expires: Clerk Magistrate



GRANTEE
CITY OF DEADWOOD:

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

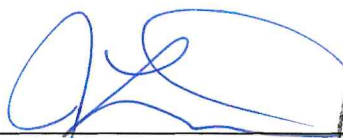
STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT


On this, the 31 day of October, 2023, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(ATTEST)



Jessica McKeown
Finance Officer



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



Doc #: 2023-04768
Date: 11/1/2023 3:36:51 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this 6 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Linda Blair, 4 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent drainage easement, to enter upon the lands of Grantor for maintenance of the storm drainage along Whitewood Creek. This easement shall be permanent and shall run with the land.

The location of the Permanent Drainage Easement is set forth and/or depicted as follows:

Plat of Tracts 1A and 1B, of Deadwood Gulch Addition II. Formerly Tracts 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck's Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II. A portion of vacated McDonald Street, and a portion of Lot 23 of Peck's Garden Subdivision; all located in the E ½ of Section 27, T5N, R3E, B.H.J., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the storm sewer pipe along Whitewood Creek and provide further that no structure shall be constructed on the easement without written permission from Grantee.

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



GRANTOR:

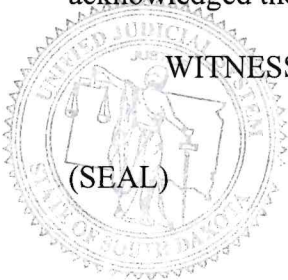
By: Linda H Blair
Linda Blair

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Linda Blair, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

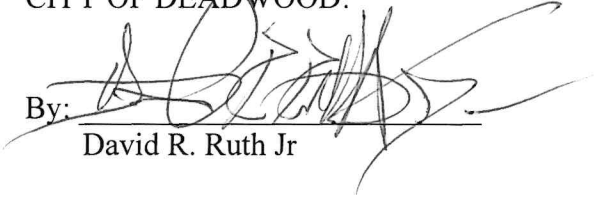


Notary Public Carol Latuseck
My Commission Expires: Lawrence County Court
Clerk Magistrate



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 31 day of October, 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



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



Doc #: 2023-04769
Date: 11/1/2023 3:36:52 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

PERMANENT ACCESS EASEMENT

THIS EASEMENT is made and entered into this 6 day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Linda H. Blair, 4 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent access easement, to enter upon the lands of Grantor for maintenance of the storm sewer pipe along Whitewood Creek. This easement shall be permanent and shall run with the land.

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

Plat of Tracts 1A and 1B, of Deadwood Gulch Addition II. Formerly Tracts 1 of Deadwood Gulch Campground Tract and Lot 23B of Peck's Garden Subdivision, being a portion of Deadwood Gulch Campground Tract in Deadwood Gulch Addition II. A portion of vacated McDonald Street, and a portion of Lot 23 of Peck's Garden Subdivision; all located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the storm sewer pipe along Whitewood Creek and provide further that no structure shall be constructed on the easement without written permission from Grantee.

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



GRANTOR:

By: Linda H Blair
Linda H. Blair

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Linda H. Blair and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

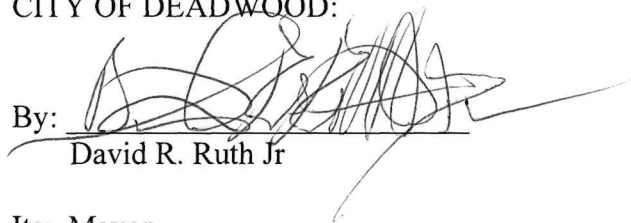


Notary Public Carl Latuseck
My Commission Expires: Lawrence County Clerk of Courts



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 31 day of October, 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



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



Doc #: 2023-04770
Date: 11/1/2023 3:36:53 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 6th day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Robin Arsaga, President, BRK3 LLC, 235 Cliff Street, Deadwood, South Dakota, 57732, hereinafter referred to as "GRANTORS."

Grantors, 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 agents, representatives, successors and assigns, the right, privilege to use a temporary easement, to enter upon the lands of Grantors for the purpose of repairs along the banks of Whitewood Creek in the City of Deadwood.

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

Plat of Deadwood Gulch Campground Tract being a portion of the Deadwood Gulch Addition II. Formerly Tracts 1, 2, 3 and 4 of Deadwood Gulch Addition; Lot 1 and a part of Lot 2, Arnio Subdivision of placer claim 107; Lot 2A, Subdivision of Lot 2 of Arnio Subdivision of placer claim 107; Lot 3 of probate Lot 311; Tract 4 being all of Lot 4 and a portion of Lot 2 of probate lot 311 and a portion of school Lot 17; according to Plat Document #85-3105; School Lot 17, Except that portion deeded to Hawki Brothers Inc. rerecorded with corrective description on book 426, page 163, and except that portion School Lot 17 granted for easement as recorded in Document #78-3249; Hawki Brothers Lot being a portion of Tract A, M.S. 107, Lot 1 and a portion of Lot 2 of the Arnio Subdivision; and a portion Jolitz Placer M.S. 1090. All located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantors as is reasonably necessary to access Whitewood Creek; and the right to use so much of the adjoining premises of Grantors, during construction and stabilization of the banks along the creek and surface work and temporary storage of construction machinery and equipment as may be required to permit the operation of construction of said machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantees property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere



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

GRANTORS
LANDOWNERS:

Robin Arsaga
Robin Arsaga,
BRK3 LLC

STATE OF South Dakota)
)ss
COUNTY OF Lawrence)

ACKNOWLEDGMENT

On this, the 6th day of October, 2023, before me, the undersigned officer, personally appeared Robin Arsaga, President, BRK3 LLC who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.


IN WITNESS WHEREOF I hereunto set my hand and official seal.



Carol Stureck
Notary Public Lawrence County Clerk Magistrate
My commission expires: _____



GRANTEE
CITY OF DEADWOOD:

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

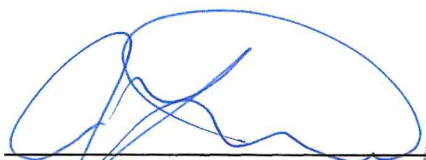
STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the 31 day of October, 2023, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(ATTEST)


Jessica McKeown
Finance Officer



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



Doc #: 2023-04771
Date: 11/1/2023 3:36:54 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT is made and entered into this 6th day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Robin Arsaga, President, BRK3 LLC, 235 Cliff 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 drainage easement, to enter upon the lands of Grantor for maintenance of the storm drainage along Whitewood Creek. This easement shall be permanent and shall run with the land.

The location of the Permanent Drainage Easement is set forth and/or depicted as follows:

Plat of Deadwood Gulch Campground Tract being a portion of the Deadwood Gulch Addition II. Formerly Tracts 1, 2, 3 and 4 of Deadwood Gulch Addition; Lot 1 and a part of Lot 2, Arnio Subdivision of placer claim 107; Lot 2A, Subdivision of Lot 2 of Arnio Subdivision of placer claim 107; Lot 3 of probate Lot 311; Tract 4 being all of Lot 4 and a portion of Lot 2 of probate lot 311 and a portion of school Lot 17; according to Plat Document #85-3105; School Lot 17, except that portion deeded to Hawki Brothers Inc. rerecorded with corrective description on book 426, page 163, and except that portion School Lot 17 granted for easement as recorded in Document #78-3249; Hawki Brothers Lot being a portion of Tract A, M.S. 107, Lot 1 and a portion of Lot 2 of the Arnio Subdivision; and a portion Jolitz Placer M.S. 1090. All located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along drainage to Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the storm sewer pipe along Whitewood Creek and provide further that no structure shall be constructed on the easement without written permission from Grantee.



GRANTOR:

By: Robin Arsaga
Robin Arsaga, President
BRK3 LLC

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Robin Arsaga, President, BRK3 LLC and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.



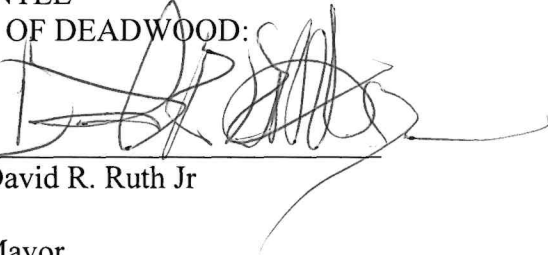
Notary Public Carol Latuseck
My Commission Expires: Lawrence County Court Clerk Magistrate



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 31 day of October, 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



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



Doc #: 2023-04772
Date: 11/1/2023 3:36:55 PM
Davida D. Hansen
Lawrence County Register of Deeds
Fee: \$ 30.00

PERMANENT ACCESS EASEMENT

THIS EASEMENT is made and entered into this 6th day of October, 2023, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Robin Arsaga, President, BRK3 LLC, 235 Cliff 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 access easement, to enter upon the lands of Grantor for maintenance of the storm sewer pipe along Whitewood Creek. This easement shall be permanent and shall run with the land.

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

Plat of Deadwood Gulch Campground Tract being a portion of the Deadwood Gulch Addition II. Formerly Tracts 1, 2, 3 and 4 of Deadwood Gulch Addition; Lot 1 and a part of Lot 2, Arnio Subdivision of placer claim 107; Lot 2A, Subdivision of Lot 2 of Arnio Subdivision of placer claim 107; Lot 3 of probate Lot 311; Tract 4 being all of Lot 4 and a portion of Lot 2 of probate lot 311 and a portion of school Lot 17; according to Plat Document #85-3105; School Lot 17, Except that portion deeded to Hawki Brothers Inc. rerecorded with corrective description on book 426, page 163, and except that portion School Lot 17 granted for easement as recorded in Document #78-3249; Hawki Brothers Lot being a portion of Tract A, M.S. 107, Lot 1 and a portion of Lot 2 of the Arnio Subdivision; and a portion Jolitz Placer M.S. 1090. All located in the E ½ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor for maintenance of the storm sewer pipe along Whitewood Creek. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the storm sewer pipe along Whitewood Creek and provide further that no structure shall be constructed on the easement without written permission from Grantee.



GRANTOR:

By: Robin Arsaga
Robin Arsaga, President, BRK3 LLC

ACKNOWLEDGEMENT

STATE OF South Dakota
SS.
COUNTY OF Lawrence

On this 6th day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Robin Arsaga, President, BRK3 LLC and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.



Notary Public Carol Gatusack
My Commission Expires: Lawrence County Court Clerk Magistrate



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 31 day of October, 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

