

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

STATE OF SOUTH DAKOTA        )  
  )ss  
COUNTY OF LAWRENCE        )

**EASEMENT**

This Recordable Easement Agreement (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Deadwood, hereinafter referred to as the "Grantor," and Taco John's of Deadwood, LLC, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor is the lawful owner of the property located at 150 Sherman Street, Deadwood, South Dakota, 57732, and the Grantee is the lawful owner of the property adjacent to the Grantor's property, located at 86 Charles Street, Deadwood, South Dakota, 57732; and

WHEREAS, there exists a shed (the "Shed") on the Grantee's property legally described as: The South 90 Feet of Lot 6, 8, 10, and 12, Inclusive, Block 75, Original Townsite, City of Deadwood, Lawrence County, South Dakota, that encroaches upon the Grantor's property as shown in the attached exhibit; and

WHEREAS, the parties desire to establish a recordable easement to address the Shed's encroachment and establish certain obligations regarding alterations to the Shed.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Easement Grant: The Grantor hereby grants the Grantee a non-exclusive, revocable, and recordable easement to allow the Shed to remain on the Grantor's property and encroach onto the Grantor's property as it currently exists.
2. Encroachment Compliance: In the event that any alterations are made to the Shed by the Grantee or any subsequent owner of the Grantee's property, it shall be the responsibility of the current owner of the Shed to bring it into compliance with the property boundaries, ensuring that it no longer encroaches upon the Grantor's property. The Grantor shall have the right to request and enforce compliance within a reasonable time period.
3. Maintenance and Repair: The Grantee shall be responsible for the regular maintenance and repair of the Shed, including any repairs necessary to ensure compliance with

property boundaries. The Grantor shall have the right to inspect the Shed periodically to ensure compliance.

4. Termination: This easement shall terminate and be of no further force or effect in the event that the Shed is removed from the Grantor's property or if the Grantee's property is sold or transferred to a new owner. The termination shall not relieve the current owner of the Shed from the responsibility of complying with the property boundaries.
5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of South Dakota, without regard to its conflict of laws principles.
6. Entire Agreement: This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.
7. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr.  
Its: Mayor

ATTEST:

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

STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF LAWRENCE )

ACKNOWLEDGMENT

On this, the \_\_\_ day of \_\_\_\_\_, 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.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2023.

GRANTEE:  
Taco John's LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF \_\_\_\_\_)

ACKNOWLEDGMENT

On this, the \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Taco John's LLC who  
acknowledged to be the owner of above referenced entity, and executed the foregoing instrument  
for the purposes therein.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_