

Prepared by:  
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STATE OF SOUTH DAKOTA        )  
  ) ss       **PERMANENT**  
  )       **ACCESS EASEMENT**  
COUNTY OF LAWRENCE        )

This Easement is made and entered into this 11<sup>th</sup> day of February, 2025, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, SD 57732, hereinafter referred to as "Grantor", and Monument Health Network, Inc., f/k/a WEST DAKOTA HEALTHCARE INC., hereinafter referred to as "Grantee".

Grantor hereby grants and conveys to Grantee, its lessees, licensees, successors and assigns, the privilege of an easement to enter upon the lands of Grantor. The easement shall measure approximately 15-feet in width by 25-feet in length as set forth on the attached Exhibit A.

The property owned by the Grantor and subject to this Permanent Access Easement is legally described as:

Lot R1 of City of Deadwood Railroad Property all located in the NW ¼ of Section 26 and the NE ¼ of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, as shown in Exhibit A.

This easement shall include the right for the Grantee to enter upon the afore-described real property for the purposes of snow removal from adjacent property owned by the Grantee. The adjacent property is located at 61 Charles Street, Deadwood, SD 57732 and legally described as:

Lots 24, 26 & 28, Block 70, all located in the NW ¼ of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota, as shown in Exhibit A.

Subject to any easements, reservation, rights of way and restrictions of record of the Office of Lawrence County Register of Deeds, Deadwood, South Dakota.

The Grantee and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land. In addition, it shall be the responsibility of Grantee to maintain and repair any damage

to the existing concrete pad already installed on Grantors land. Any damage caused to Grantor's property due to Grantee's actions is to be restored to its original condition at Grantee's expense.

Dated this 10th day of February, 2025.

GRANTEE  
MONUMENT HEALTH NETWORK, INC.  
F/K/A WEST DAKOTA HEALTH CARE, INC.

Paulotte Davidson

Name

President & CEO

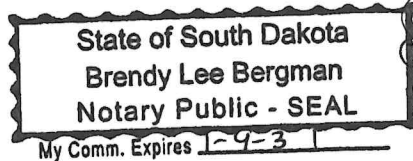
Title

STATE OF South Dakota)  
COUNTY OF Bennington)<sup>ss</sup>

On this, the 10th day of February 2025, before me, the undersigned officer, personally appeared Paulotte Davidson the President & CEO of Monument Health Network, Inc., f/k/a West Dakota Health Care, Inc., 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.

(SEAL)



Brendy Lee Bergman

Notary Public

My commission expires: 1-9-31

CITY OF DEADWOOD

\_\_\_\_\_  
DAVID R. RUTH JR., MAYOR  
CITY OF DEADWOOD

\_\_\_\_\_  
DATE




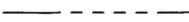


STATE OF SOUTH DAKOTA)  
  ) ss  
COUNTY OF LAWRENCE )

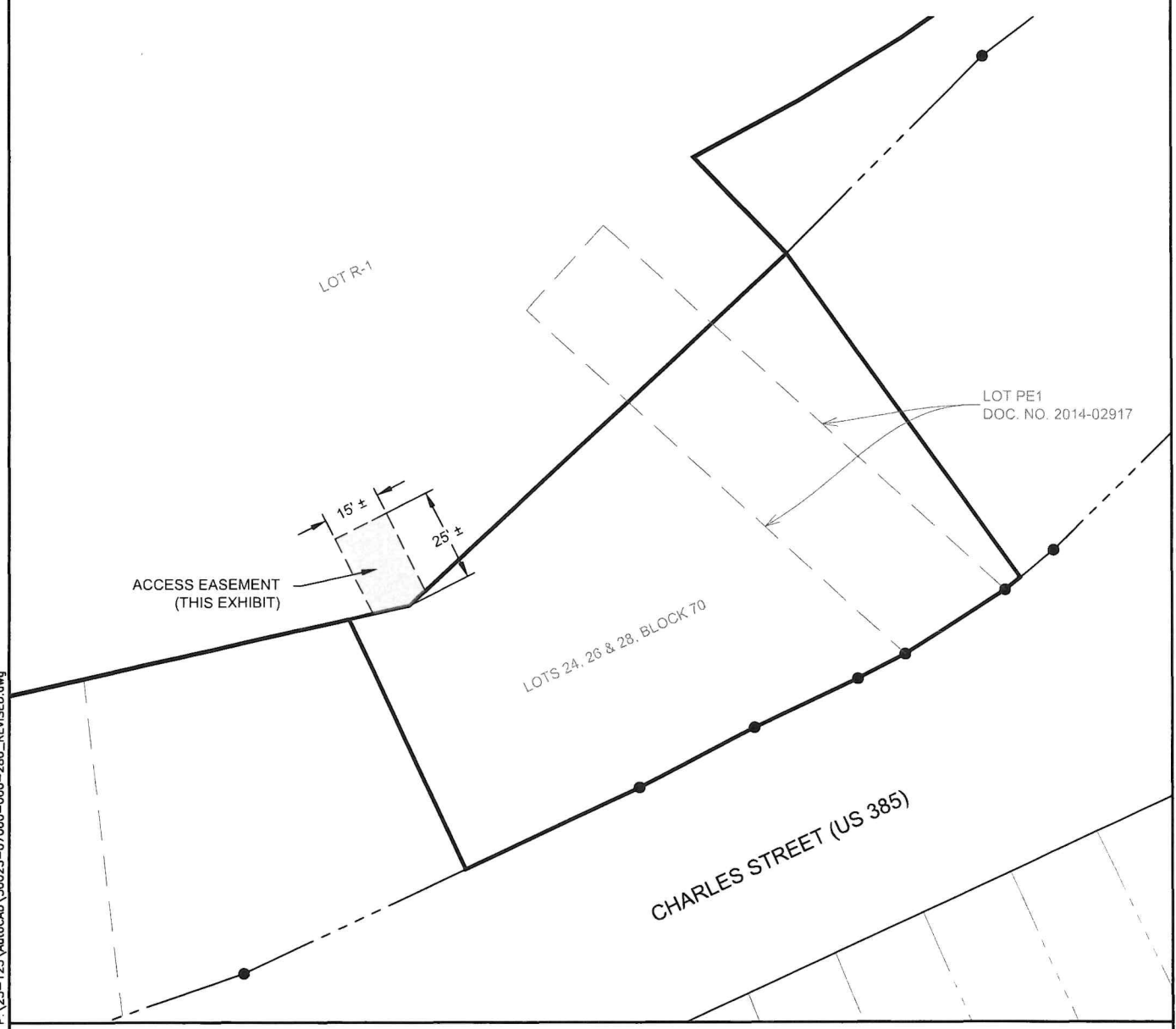
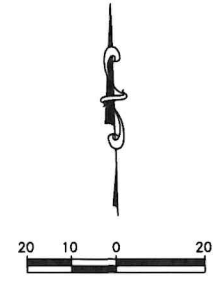
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

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

# PERMANENT ACCESS EASEMENT

LEGEND	
	ACCESS AND UTILITY EASEMENT THIS EXHIBIT
	FOUND PROPERTY MONUMENT
	PROPERTY AS DESCRIBED
	PROPERTY LINE
	LOT LINE
	EASEMENT LINE



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01-22-25

## EXHIBIT A