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)	PERMANENT UTILITY AND PRIVATE
) ss	ACCESS EASEMENT
COUNTY OF LAWRENCE)	

The City of Deadwood, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732 (Grantor) hereby grants and conveys unto the Kraft Living Trust of 18786 Modjeska Road, Trabuco Canyon, CA 92679 (Grantee), a twenty-four (24) foot-wide Permanent Utility and Private Access Easement as shown on the attached Exhibit A, subject to the conditions hereinafter set forth.

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

Lot A1 in a portion of Lot H2 and the 66 foot right-of-way of US Highway 85 in Tract 1 of the Jim Lode Mineral Survey 1636; the 66-foot right-of-way of US Highway 85 in Lot 7 and Placer Claim 57 and a portion of Lot H2 and the 66 foot right-of-way of US Highway 85 in M.S. 107; all in Section 27 – Township 5 North – Range 3 East of B.H.M., in the City of Deadwood.

These easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to access the property owned by the Grantee and located at 1 Katon Drive, Deadwood, SD 57732 and legally described as:

Plat of Lot 3R-1 revised of Katon Subdivision formerly Lot 3R-1 of Katon Subdivision, Lot AB1 of Placer 58, Lot AB1 of Placer Claim 57 and Lot 1 of the subdivision of Tract E-1 being a portion of Placer M.S. 57, Placer M.S. 58 and Hillside Placer M.S. 749 located in the SE ¼ of Section 27, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota.

These easements will not interfere with Grantor's ingress and egress to the property via the existing entrance to the property.

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

herein described that would interfere with the Grantor's rights hereunder.

Grantor shall bear all cost associated with the construction, care, maintenance and repair of the easement and agrees to perform all work in a workmanlike manner. Any damage caused to Grantor's property because of Grantee's actions will be restored to its original condition at Grantee's expense.

Dated this day of	, 2024.
	GRANTEE TRUSTOR, KRAFT LIVING TRUST
	Cary Kraft
STATE OF)	
COUNTY OF) ss	
On this, theday ofappeared Cary Kraft, who acknowledged executed the foregoing instrument for the	_2024, before me, the undersigned officer, personally I that he is the owner of above referenced property and e purposes therein.
IN WITNESS WHEREOF I here	unto set my hand and official seal.
(CEAL)	- No D. L.V.
(SEAL)	Notary Public
	My commission expires:

Dated this	day of	, 2024.
		GRANTEE TRUSTOR, KRAFT LIVING TRUST
		Cynthia Kraft
STATE OF)	
COUNTY OF) ss)	
On this, theday of appeared Cynthia Kraft, and executed the foregoing	who acknowled	_2024, before me, the undersigned officer, personall ged that she is the owner of above referenced property or the purposes therein.
IN WITNESS WI	HEREOF I here	unto set my hand and official seal.
(SEAL)		Notary Public My commission expires:
CITY OF DEADWOOD		
DAVID R. RUTH JR., MA CITY OF DEADWOOD	YOR	DATE
STATE OF SOUTH DAKO) ss	
COUNTY OF LAWRENCE	Е)	
appeared David R. Ruth Jr.,	Mayor, City of	, in the year, before me personally f Deadwood to be the persons who are described in, d acknowledge to me that they executed the same.
ATTEST		
Jessicca McKeown		

Finance Officer