

Prepared by:
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STATE OF SOUTH DAKOTA) **PERMANENT RETAINING WALL**
) ss **MAINTENANCE EASEMENT**
) **AND**

COUNTY OF LAWRENCE) **PERMANENT ACCESS EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Rand T. Williams and Gayla J. Williams of 742 State Street, Spearfish, SD 57783, (Grantor) hereby grants and conveys unto the City of Deadwood, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732, (Grantee) a Permanent Maintenance Easement and Permanent Access Easement as shown on the attached Exhibits, subject to the conditions hereinafter set forth.

The property subject to this Permanent Maintenance Easement and Permanent Access Easement is legally described as:

Lot Three (3) in Block L, except twelve (12) feet two (2) inches of the Northeast side of Lot Three (3) previously conveyed, and all of Lots Four (4) and Five (5) in Block L in the City of Deadwood, Lawrence County, South Dakota subject to easement of record,

The South part of Lot One (1) in Black Hills Meridian in the City of Deadwood, South Dakota, more particularly described as follows: Beginning at a point on the West line of said lot Fifty-five (55) feet distant from the north-west corner thereof; thence along the West line of said lot a distance of Sixty (60) feet; thence along the South line of said lot a distance of Forty Seven (47) feet and Nine (9) inches; thence along the East line of said lot a distance of Fifty Three (53) feet; thence West in a straight line, a distance of Forty Nine (49) feet to the place of beginning of the West line of said lot, subject to a perpetual vehicle driveway easement, and further subject to other easements, reservations, restrictions and covenants of record.

These easements shall include the right to construct, install, maintain, repair, remove and replace the retaining wall upon said property as shown on the Exhibits, attached hereto. These easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate their purpose.

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

Grantor 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 drainage easement or Grantee's rights hereunder.

Grantee 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 will be restored to its original condition at Grantee's expense.

Dated this _____ day of _____, 2022.

GRANTOR
LANDOWNER

Rand T. Williams

Gayla J. Williams

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF _____)

On this, the ____ day of _____, 2022, before me, the undersigned officer, personally appeared Rand T. Williams and Gayla J. Williams, who acknowledged that she 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)

Notary Public
My commission expires: _____

Dated this _____ day of _____, 2022.

GRANTOR
CITY OF DEADWOOD:

By: _____

David R. Ruth Jr.

Its: Mayor

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 person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

Jessica McKeown
Finance Officer