

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 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, Toby Keehn, Member of J & T Keehn Rentals LLC and Josh G. Keehn, Member of J & T Keehn Rentals LLC of 38 Madison Street, P.O. Box 180, Deadwood, SD 57732 (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:

Lots 1 and 2 and 12 feet 2 inches of the Northeasterly end of Lot 3, all of Block L, Original Town of Deadwood, City of Deadwood, Lawrence County, South Dakota and Lots 1, Block M, Original Town of Deadwood, City of Deadwood, Lawrence County, South Dakota EXCEPT the South part of Lot 1, in Block M in the City of Deadwood, South Dakota, more particularly described as follows: Beginning at a point on the West line of said Lot 55 feet distant from the Northwestern corner thereof; thence along the South line of said lot a distance of 47 feet 9 inches; thence along the Easterly line of said lot a distance of 53 feet; thence West in a straight line, a distance of 49 feet to the place of beginning on the East line of said lot.

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

\_\_\_\_\_  
Toby Keehn, Member of  
J & T Keehn Rentals, LLC

\_\_\_\_\_  
Josh G. Keehn, Member of  
J & T Keehn Rentals, LLC

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

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Toby Keehn, Member of J & T Keehn Rentals LLC and Josh G. Keehn, Member of J & T Keehn Rentals LLC, 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