

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, Peter Curry and Teresa Hamilton of 458 Williams Street, 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:

Lot Six (6) in Block L according to the official map of Deadwood, South Dakota, also a portion of Lot Seven (7), Block L, described as follows:

Beginning in the Southeast corner of said portion of Lot Seven (7) for corner number one from which United States locating monument number one bears S14°14'E 1380.2 feet, thence N24°34'E 22.4 feet along the West side of Williams Street to corner number two identical to the Southeast corner of Lot Six (6), Block L, thence N65°21'W 121.0 feet along Southwest side of Lot Six (6) to corner number three, thence S42°00'W 21.0 feet to corner number four, thence S64°18'E 127.3 feet to corner number one, the place of beginning, which line from corner number four to corner number one is a parallel to and six feet distance from the Southwest side of the house known as 458 Williams Street in Deadwood, Lawrence County, South Dakota

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

Peter Curry

Teresa Hamilton

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF _____)

On this, the ____ day of _____, 2022, before me, the undersigned officer, personally appeared Peter Curry and Teresa Hamilton, 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