

Prepared by: James Srstka  
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605-415-2648

### ELECTRIC EASEMENT-OH/UNDERGROUND

THIS EASEMENT is made and entered into this 23 day of May, 2023, by and between **The City of Deadwood**, a municipality, "**GRANTOR**", and Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57701 "**GRANTEE**".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electric power line with poles, wires, and associated equipment, and all necessary attachments, appurtenances, buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, together with the power to extend to any communications company the right to use the right to use any pole placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described. The within grant shall include the right to trim and remove or control by other means any trees or vegetation along said lines where necessary to secure a clearance from conductors of at least **10** feet on either side of power line; the right to install and maintain anchors and guy wires when reasonably necessary which may lie outside of right of way. This easement shall run with the land.

The real estate above referred to is specifically described and/or depicted as follows: **SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

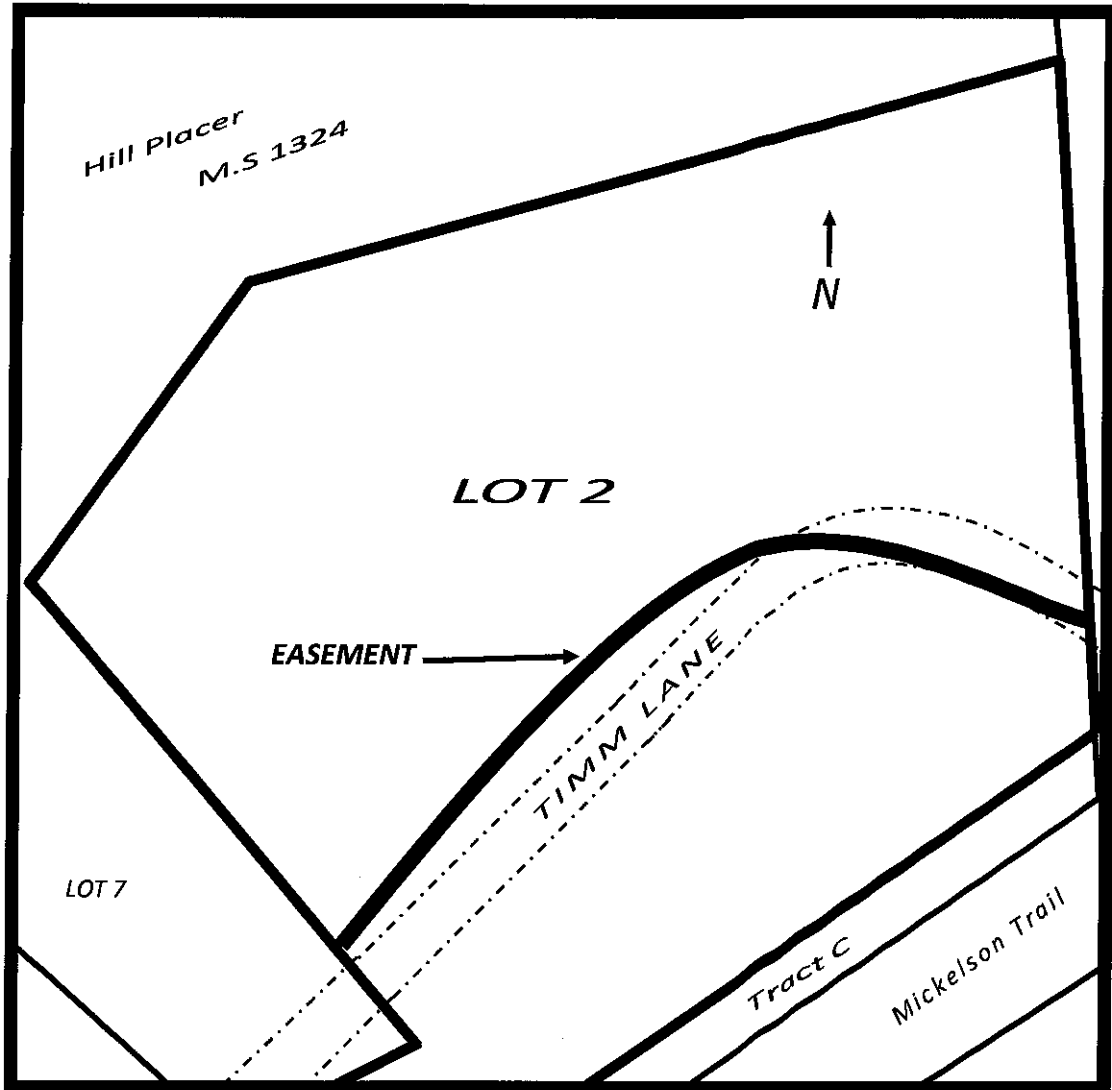
It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: **PROVIDED**, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed under or near the lines without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by its failure to use due care in the exercise of the right granted hereunder.

## "Exhibit A"

The real estate referred to is specifically described as follows:

Lot 2 of Arnio Subdivision, a portion of Mineral Survey 107, City of Deadwood, Lawrence County, South Dakota, According to Plat Book 2 Page 88D, EXCEPT the following: Tract X of Lot 2 as platted and recorded in Document No. 87-2271, Lot 2A as platted and recorded in Plat Book Page 260 and EXCEPT that portion of Lot 2 lying South of U.S. Highway 85 as described and conveyed in Book 370 Page 443 and EXCEPT that portion of Lot 2 of Arnio Subdivision located in Deadwood Gulch Addition II as shown in Correction Plat Doc #96-1313



Note: Centerline of the Power Line as Constructed will be the Centerline of the Easement.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

[Signature]  
Grantor, David Ruth

ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota :

SS.

COUNTY OF Lawrence :

On this 23 day of May, 2023 before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came **David Ruth**, the **Mayor of The City of Deadwood** and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at Deadwood, in said county and state, the date aforesaid.

Melody Nelson Deputy Auditor  
Notary Public

MY TERM EXPIRES  
FEBRUARY 28, 2027

My Commission Expires: \_\_\_\_\_  
(SEAL)

