



PERMANENT DRAINAGE EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF Seven Thousand One Hundred Fifty Dollars (\$7,150.00) dollars, the receipt of which is hereby acknowledged, this agreement for Permanent Drainage Easement rights entered into by the undersigned, hereinafter referred to as Grantor, does hereby grant and convey unto the County of Pennington, a political subdivision of the State of South Dakota, acting by and through its Highway Department, hereinafter referred to as the County, of 3601 Cambell Street, Rapid City, South Dakota, 57701; Witnesseth, a permanent drainage easement, subject to the conditions hereinafter set forth, in, on, over, under, and across ("Easement") the following described property:

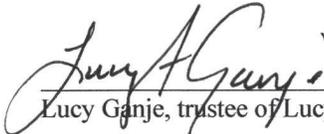
Lot Three (3) of Reynolds Stage Stop Subdivision, Pennington County, South Dakota, as more fully described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Area").

1. The Easement shall include the right to construct, operate, maintain, inspect, and repair drainage installations or structures upon the Easement Area. Grantor agrees that the rights contained herein are intended to benefit the County, including their successors or assigns.
2. Grantor agrees and acknowledges that this Easement may not be modified, revised, released, or terminated without the written consent of the County or its successors or assigns.
3. This Easement is granted subject to all existing rights of way and easements over and upon the Easement Area.
4. Grantor reserves the right to utilize and enter upon the Easement Area for all purposes that do not materially interfere with the rights herein conveyed to the County, subject to Section 8 herein. The County may enter upon the Easement Area for the purposes of effectuating the grant of and reserved rights in this Easement, including for inspection, maintenance, and repair of the structure, provided that, except in emergencies, the County shall give the Grantor reasonable prior notice, but no later than 48 hours before entering.
5. This drainage installation or structure shall be constructed in a good and workmanlike manner, in accordance with the County's approved plans and specifications, copies of which shall be made available to Grantor upon request. Upon completion of construction, the County shall, at its sole expense, restore all portions of the Grantor's property, including both the Easement Area and non-Easement Area, disturbed by the work to substantially the same condition and appearance that existed prior to construction and to a finished grade. All restoration shall be completed within a reasonable time following completion of the drainage installation or structure, but not later than Fall of 2026, then after fifteen (15) days written notice from Grantor, Grantor may perform such restoration and recover the reasonable costs thereof from the County.
6. The County shall be solely responsible for all costs and liabilities relating to the construction, installation, operation, maintenance, and use of the drainage installation or structure and the Easement Area, including but not limited to any damage to Grantor's property or adjoining property caused by the drainage installation, its operation, or any alteration of the natural flow of water resulting from its construction. The County shall indemnify, defend, and hold harmless the Grantor, its successors and assigns, from and against any and all claims, demands, damages, losses, liabilities, and expenses (including reasonable attorney fees) arising out of or related to the County's or its employees', agents', or contractors' installation, maintenance, operation, or use of the drainage installation or easement area, including without limitation any damage to the Grantor's property or improvements thereon. Nothing in this Easement shall be construed as a waiver of the County's governmental immunities beyond those expressly waived under applicable law.
7. The County shall ensure that all contractors performing work within the Easement Area carry general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming Grantor as an additional insured. The County and its contractors shall provide proof of such coverage to Grantor upon request. The County shall also maintain liability coverage providing coverage for its operations relating to the drainage installation and Easement Area.
8. The County shall maintain the surface area of the Easement Area following installation and construction in a clean and safe condition and in such a manner as to not unreasonably interfere with Grantor's use of the Easement Area or

non-Easement Area. The Easement Area which is the subject of this Easement shall be kept free of all material obstructions including but not limited to buildings, walls, debris, trees, shrubs, or landscaping if such use is incompatible with the Easement rights more fully described in Section 1 herein.

- 9. This Easement and the rights and obligations contained herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. The obligations of the County under this Easement, including but not limited to the obligation to maintain, repair, and indemnify as set forth herein, shall likewise be binding upon the County's successors and assigns. Nothing herein shall be construed to impose upon Grantor or Grantor's successors or assigns any duty to maintain, repair, or insure the Easement Area or any drainage installation or structure constructed thereon by or for the County.
- 10. The County shall not assign or transfer any of its rights or obligations under this Easement to any person or entity other than another governmental body or political subdivision without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any permitted assignee shall assume in writing all of the County's obligations under this Easement, including the obligation to maintain, repair, and indemnify.
- 11. In the event of any dispute or enforcement action arising out of or relating to this Easement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs, and expenses, including expert fees, from the non-prevailing party.
- 12. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a written instrument executed by both parties.
- 13. This Easement shall be governed by the laws of the State of South Dakota, and any action relating hereto shall be brought in the Circuit Court for the county Pennington County, South Dakota.

Dated this 11th day of NOV, 2025.



 Lucy Ganje, trustee of Lucy Annis Ganje Revocable Trust, GRANTOR

ACKNOWLEDGEMENT

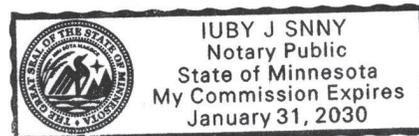
STATE OF MINNESOTA)
)ss
 COUNTY OF RAMSEY)

On this the 11th day of NOV, in the year of 2025, before me, IUBY SNNY LUCY GANJE a Notary Public within and for said County and State, personally appeared Lucy Ganje, trustee of Lucy Annis Ganje Revocable Trust, known to me or satisfactorily proven to be the persons described in and who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.



 Notary Public
 My commission expires: 01/31/30

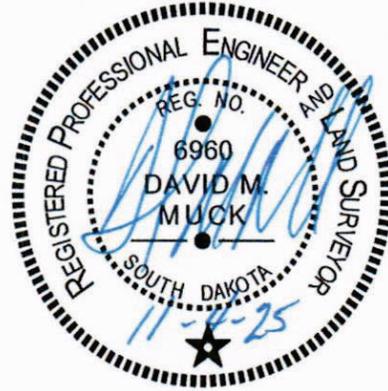
(Notary Seal)



PERMANENT DRAINAGE EASEMENT

Lot Three (3) of Reynolds Stage Stop Subdivision
 Pennington County, South Dakota

Owner: Lucy Annis Ganje Revocable Trust
 u/t/a dated May 31, 2006

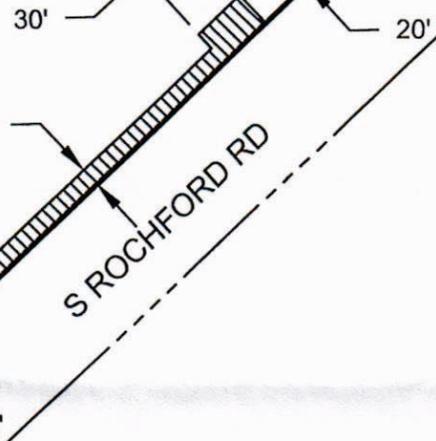


LEGEND

-  PERMANENT DRAINAGE EASEMENT
-  PROPERTY AS DESCRIBED
-  PROPERTY LINE

LOT 3

PERMANENT DRAINAGE
 EASEMENT (THIS EXHIBIT)
 AREA = 0.13 ACRES +/-



NOTE:
 BEARINGS REFERENCED TO SOUTH DAKOTA
 STATE PLANE, SOUTH ZONE, NAD83(2011).
 DISTANCES ARE GRID DISTANCES.
 PROJECT SCALE FACTOR = 0.999652375

11-4-25 P:\23-152\AutoCAD\Rochford Road\1631100002_PE.dwg



EXHIBIT A

PROJECT NO.
 23-152

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A202513576

PENNINGTON CO HIGHWAY DEPT
SD

Highway - 3 notes

