

**This document prepared by:  
Office of School and Public Lands  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070  
(605)773-3303**

## DETENTION POND EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF One (\$1.00) dollar, the receipt of which is hereby acknowledged, the Office of School and Public Lands on behalf of the State of South Dakota Board of Regents, (SDBR) hereinafter referred to as Grantor, does hereby grant and convey unto the City of Rapid City, a municipal corporation, Grantee, of 300 Sixth Street, Rapid City, South Dakota, 57701, a permanent major drainage easement, subject to the conditions hereinafter set forth, in, on, over, under, and across the following described property:

A portion of the East Half of the Southwest Quarter (E1/2SW1/4) of Section Twenty-seven (27) in Township Two North (T2N), Range Eight East (R8E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota, as more fully shown on Exhibit "A" attached hereto and incorporated herein by reference.

This grant is to ratify and reaffirm an easement granted by the State through the Governor and Commissioner of School and Public Lands originally signed April 20<sup>th</sup>, 2010. The grant is subject to the following conditions:

1. Such easement shall include the right to construct, operate, maintain, inspect, and repair drainage installations or structures upon said property. Grantor agrees that the rights contained herein are intended to benefit the Grantee, the subtenants of Grantee, and any sub-subtenants, including their successors or assigns.
2. Grantor agrees that this easement may not be modified or revised in a manner that would diminish the rights of any subtenants or sub-subtenants of Grantee, including their successors or assigns.
3. This easement is granted subject to all existing rights of way and easements over and upon the Property.
4. Grantor reserves the right to utilize the Property for all purposes not inconsistent with the easement rights herein conveyed. Grantor and / or Grantee may enter upon the above described property for the purposes of effectuating the grant of and reserved rights in this easement.

5. This drainage installation or structure shall be constructed in a good and workmanlike manner, and all disturbed area shall be restored to a finished grade, per plans and specifications.

6. The Grantee will be responsible for all costs and liabilities regarding the installation, maintenance and use of the drainage installation or structure and above-described easement area. For any claims arising out of the Grantee's installation, maintenance and use of the drainage installation or structure and above-described easement area, Grantee agrees to indemnify, defend and hold Grantor harmless. Nothing in this agreement shall be read to waive Grantor's sovereign immunity.

7. The Grantee shall maintain the surface area of the easement following construction. The property which is the subject of this easement shall be kept free of all obstructions including but not limited to buildings, walls, fences, debris, trees, shrubs, or landscaping if such use is incompatible with the easement.

8. Should the above-described real property granted by this Easement cease to be used for the purpose stated herein for two consecutive years, this Easement and Right-of-Way reverts to the State of South Dakota or its successors or assigns.

9. The Grantor has and retains the right to lease, sell, or otherwise convey the property or any party thereof, subject to the terms of this easement, provided, however, that this easement shall remain in full force and effect until the expiration of the terms hereof notwithstanding such a lease, sale or conveyance. This easement is also subject to reservations and rights relating to deposits of coal, ores, metals and other minerals, asphaltum, oil, gas and other like substances provided by the South Dakota Constitution Art. VIII, §19, South Dakota Codified Law 5-7-3 to 5-7-6, inclusive, and South Dakota Codified Law § 5-2-12, and any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

10. This agreement and attachments shall constitute the entire agreement between Grantor and Grantee. This agreement supersedes any other written or oral agreements between Grantor and Grantee. This agreement can be modified only in writing and signed by the Grantor and Grantee or their respective heirs, representatives, executors, administrators, successors and assigns.

13. This easement shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

14. This easement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

IN WITNESS WHEREOF, the STATE OF SOUTH DAKOTA has caused this Instrument to be executed in the name of the State, by the Governor and attested to by the Commissioner of School and Public Lands and the Grantee has set its hand and seal this \_\_\_\_\_ day of March, 2017.

APPROVED BY:

GRANTOR  
STATE OF SOUTH DAKOTA

ATTEST BY:  
OFFICE OF SCHOOL AND PUBLIC LANDS

By: \_\_\_\_\_  
Dennis Daugaard, Governor

\_\_\_\_\_   
Ryan Brunner, Commissioner

STATE OF SOUTH DAKOTA)  
  ) ss  
COUNTY OF HUGHES                  )

Be it remembered that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public within aforesaid County and State, personally appeared Dennis Daugaard, Governor, known to me to be the person who described in, and who executed the within and forgoing instrument and acknowledged to me that executed the same.

Notary Seal

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

STATE OF SOUTH DAKOTA)  
  ) ss  
COUNTY OF HUGHES                  )

Be it remembered that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public within aforesaid County and State, personally appeared Ryan Brunner, Commissioner, known to me to be the person who described in, and who executed the within and forgoing instrument and acknowledged to me that executed the same.

Notary Seal

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

GRANTEE  
CITY OF RAPID CITY  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Steve Allender, Mayor  
City of Rapid City a Municipal Corporation

ATTEST:

\_\_\_\_\_  
Finance Officer  
(SEAL)

STATE OF SOUTH DAKOTA)  
  ) ss  
COUNTY OF PENNINGTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer and that they, as such Mayor and Finance Officer, being authorized to do so, executed the within and forgoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Notary Seal

\_\_\_\_\_  
Commission Expires