



Bruce Outka <boutka@lawrence.sd.us>

Amendment to Agreement For Improvement To Section Line Highway

3 messages

Roger Tellinghuisen <roger@demjen.com>
To: Bruce Outka <boutka@lawrence.sd.us>
Cc: Alec Keating <alec@keatingresources.com>

Thu, Jan 5, 2023 at 10:34 AM

Hi Bruce

Attached is a proposed Amendment to Agreement For Improvement To Section Line Highway. This amendment only removes the requirement that the section line to be improved be under the jurisdiction of a road district. This stretch of section line (1,240.66') extends from the Crook City Road east 1,240.66 feet where it will intersect with an easement across property owned by Patrick Auer which extends north to property formerly owned by Black Hills Forest Acres (I represented BHFA at the time this agreement was negotiated and executed). Subsequently, the property was purchased by Spearfish Mountain Ranch, LLC which I now represent.

Although we recognize that this piece of section line, once improved, will be open to the public, the easement extending from the section line will not be open to the public. Thus, the reason for the request to remove the requirement that a road district be organized.

I'd be happy to visit with you about this if you have any questions. When this matter is presented to the County Commission, I'd appreciate the opportunity to appear remotely as I'm going to be in session starting next week. Thanks Bruce.

Roger A. Tellinghuisen

DeMersseman, Jensen, Tellinghuisen & Huffman, LLP

516 5th Street

P.O. Box 1820

Rapid City, SD 57709

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Amended Agreement for Improvement to Section Line Highway.docx

21K

Bruce Outka <boutka@lawrence.sd.us>
To: Allan Bonnema <abonnema@lawrence.sd.us>, John Bey <jbey@lawrence.sd.us>

Thu, Jan 5, 2023 at 10:43 AM

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Bruce L. Outka

1/5/23, 10:55 AM

Lawrence County Mail - Amendment to Agreement For Improvement To Section Line Highway

Deputy State's Attorney
90 Sherman Street
Deadwood, SD 57732
Ph: 605-722-4167
Email: boutka@lawrence.sd.us
Website: www.lawrence.sd.us

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21K

Bruce Outka <boutka@lawrence.sd.us>
To: Roger Tellinghuisen <roger@demjen.com>

Thu, Jan 5, 2023 at 10:54 AM

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Prepared by:
Roger A. Tellinghuisen
DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP
516 5th Street, PO Box 1820
Rapid City, SD 57709-1820
(605) 342-2814

**AMENDMENT TO AGREEMENT FOR IMPROVEMENT TO
SECTION LINE HIGHWAY**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between Spearfish Mountain Ranch, LLC, a Delaware limited liability company, dba Spearfish Mountain Ranch, with a principal address of c/o Keating Resources, 107 South Main Street, Atkinson, NE 68713 ("SMR"), and Lawrence County, South Dakota, a political subdivision of the State of South Dakota with a principal address of 90 Sherman Street, Deadwood, South Dakota 57732 ("County").

RECITALS

WHEREAS, County entered into an "Agreement for Improvement to Section Line Highway" on December 11, 2018, with Black Hills Forest Acres, LLC ("BHFA") which was recorded in the Lawrence County Register of Deeds Office as Doc # 2018-05731 on December 11, 2018, ("Prior Agreement");

WHEREAS, the Prior Agreement provided that BHFA would be allowed to improve 1,240.66 feet, more or less, of a section line highway within Lawrence County extending from the southwest corner of Section 30, T6N, R4E, BHM, Lawrence County, South Dakota, east 1,240.66 feet, more or less, subject to terms and conditions set forth in the Prior Agreement;

WHEREAS, SMR is the successor-in-interest of BHFA to the property described in the Prior Agreement; and

WHEREAS, SMR desires to improve the section line highway described in the Prior Agreement subject to the new terms set forth in this Agreement..

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. This Agreement and the terms and conditions set forth herein shall supersede the Prior Agreement.

2. SMR shall be allowed to improve a portion of the section line highway extending from the southwest corner of Section 30, T6N, R4E, BHM, Lawrence County, South Dakota, east 1,240.66 feet, more or less, subject to the following terms and conditions:

a. Any improvement to the section line described above shall be done at no cost to County; in accordance with Lawrence County highway specifications; and must be inspected and approved by the Lawrence County highway superintendent before it can be open to the public.

3. Pursuant to the provisions of SDCL 11-3-12, it is acknowledged and agreed that the County's approval of a plat within the property described in the attached Exhibit A, shall not obligate the County to open, improve or maintain any streets which may be dedicated to public use within such approved plat or that portion of the section line that may be improved within an established road district.

4. In the event any person or entity in the future seeks to have the County add the portion of section line under consideration in this Agreement added to the

State of South Dakota)
) ss.
County of Lawrence)

On this ___ day of _____, 2023_, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a _____ of Lawrence County, South Dakota, a political subdivision of the State of South Dakota, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Lawrence County, South Dakota himself as _____.

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

Notary Public, South Dakota
My Comm. Expires: _____

(SEAL)

Exhibit A

E1/2SW1/4NW1/4SW1/4, S1/2NE1/4SW1/4, E1/2NW1/4SE1/4SW1/4,
NE1/4SE1/4SW1/4, E1/2SE1/4SE1/4SW1/4, S1/2NW1/4SE1/4, S1/2NE1/4SE1/4,
SW1/4SE1/4, SE1/4SE1/4, S1/2NE1/4NW1/4SW1/4NE1/4,
S1/2N1/2NE1/4SW1/4NE1/4 of Section 29,
Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota.
Containing 165.3 Acres more or less.