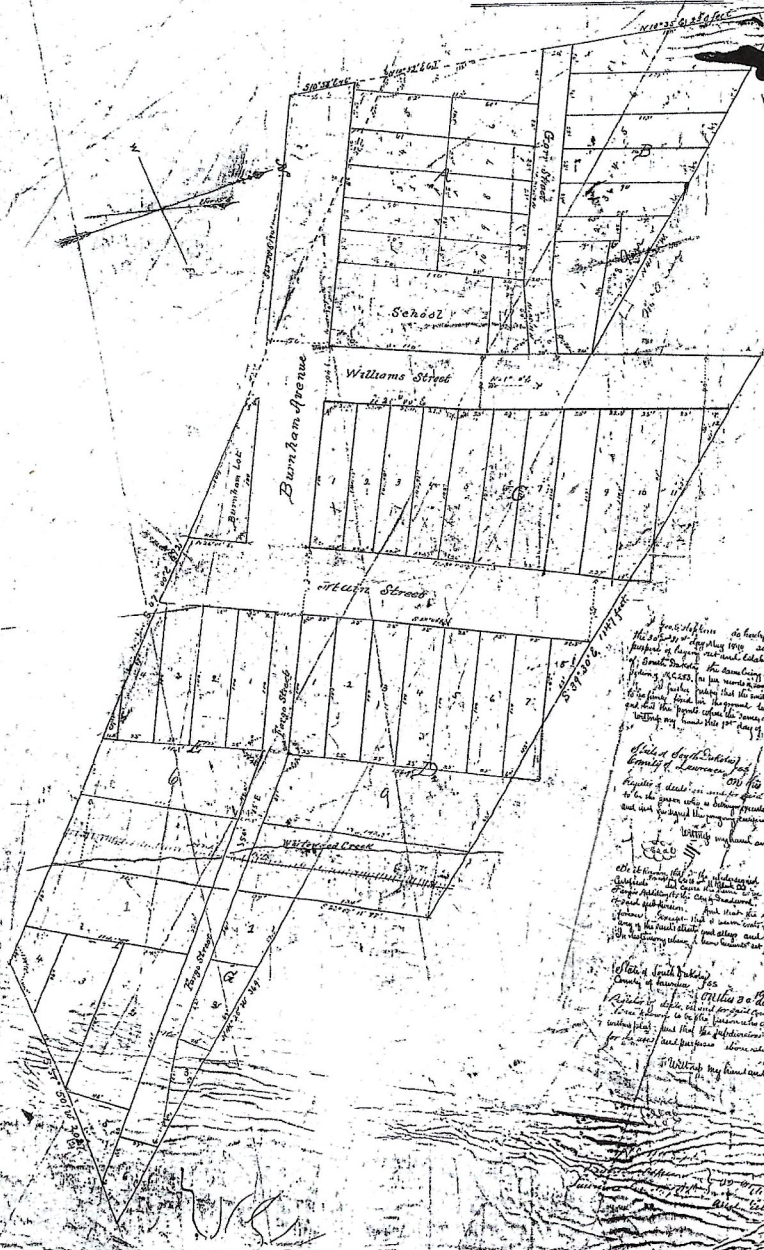


Wagon
of
FARGO'S
Attention to The City of
Deadwood
South Dakota
Scale, 40 feet to an inch

[illegible]

121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

26/12/1940
 1. The first part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom. It is shown that the structure of the atom is determined by the laws of quantum mechanics, and that the structure of the atom is determined by the laws of quantum mechanics.

[illegible][illegible]

[Handwritten notes:]

The first record, July 2, 1890 at San Ocala
and second one was taken from June 1894
The third record was taken from the same place
on August 1st 1894
C. H. Smith

Scale 20 ft. to airbrush

9" day of May 1936

Collected and submitted before me this 9th day of May 1886

Dear Vincent & Aunt
By love, Love

Doc

Book

Oct 10 1892
O. W. Chas. W.
Rymer & Co.

Now I recollect that I wrote that we didn't make the NW corner of the lot line. In Attorney's list and Parsons' list it is given that the adjoining plat from the corner that I decided on the survey plat and on the original plat of the lot line was to range the plat line into the lot and back, thence and along in the manner there on the original plat for the purpose of closing out and including the amount of difference in the lot line of boundary. This was supposed to be done by the insertion of said section, and that the whole was always on the said plat shown in the enclosed figures. The above shows how much in error I was in my calculations. I was off 100 ft. 1865

Entered in Court by Estlin Van Cise
 Attest: J. H. Hayward, By Estlin Van Cise
 his attorney at law
 Entered at Court by James Van Cise
 his attorney at law

[illegible]

Geo. W. Russell
Notary Public

[illegible]

A. L. Wilson
Deputy State Surveyor.

Stieglitz photograph } 55
copy of manuscript
 On the eighteenth day of June 1898 before me
 the undersigned a Notary Public in and for the County and State
 above named, personally appeared John H. Nelson, with known name
 both the person who is mentioned in and who executed the foregoing
 certificate and duly acknowledged same that he executed the same
 before Thomas Nelson Notary in my hand and official
 signature and seal the day and year last above written.

 J. W. Russell

Mrs. E. Russell
 Montgomery, Ala.

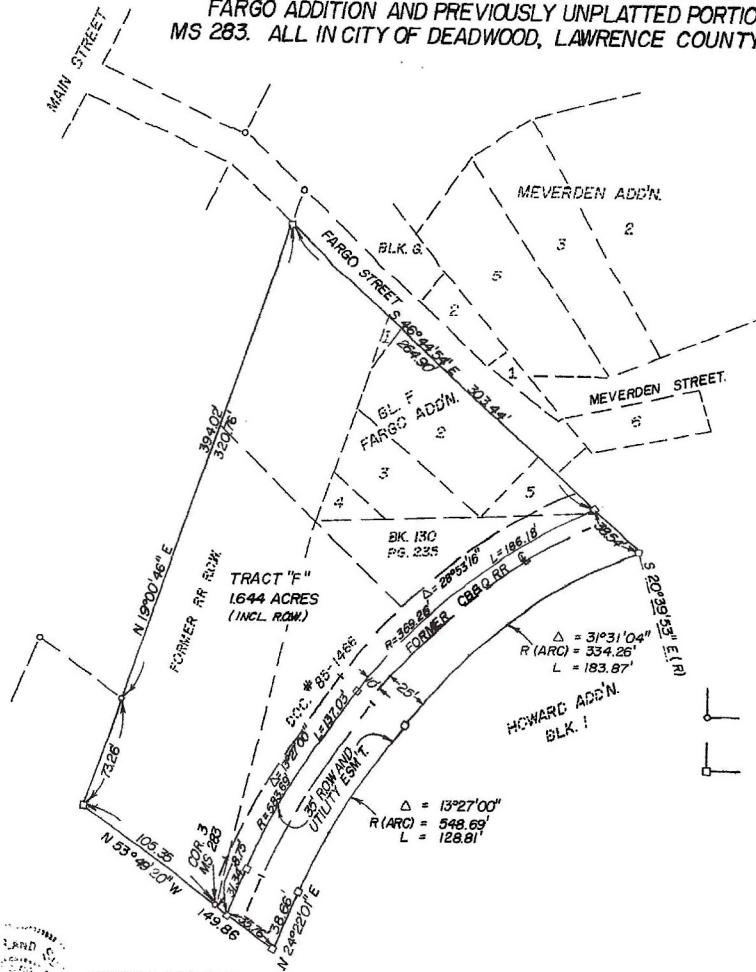
249

PLAT OF

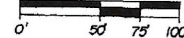
1379-S

TRACT "F" OF MS 283

INCLUDING A PORTION OF THE FORMER CB&Q
R.R. R.O.W., PART OF LOTS 1, 2, 3, 4, AND 5 OF BLOCK F OF
FARGO ADDITION AND PREVIOUSLY UNPLATTED PORTIONS OF
MS 283. ALL IN CITY OF DEADWOOD, LAWRENCE COUNTY, S.D.



SCALE: 1" = 50'



Recovered #5 Rebar W/Alum. Cap From Previous Survey.

Set #5 Rebar W/Alum. Cap This Survey.

SURVEYOR'S CERTIFICATE

I, James D. Walker, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of Claire E. Scholz/Fleming, that Tract "F" of MS 283 was surveyed and staked under my direct supervision as shown on this plat, and the dimensions accurately represent said survey to the best of my knowledge and belief. The survey does not constitute a title search done by myself to determine ownership and easements of record.

James D. Walker
James D. Walker R.L.S. #3328

ACKNOWLEDGEMENT OF SURVEYOR
State of South Dakota County of Lawrence

Be it remembered that on this 14th day of August, 1985, before me the undersigned Notary Public, personally appeared James D. Walker, known to me to be the person described in and who executed the foregoing certificate.

CERTIFICATE OF OWNERSHIP
State of South Dakota County of Lawrence

My Commission Expires: 5-18-91 M. Linda Rema
Notary Public

I, Claire E. Scholz/Fleming, Lead, South Dakota, hereby certify that I am the owner of the tract of land shown and described hereon, that the plat was done at my request for the purposes indicated hereon and that I do hereby approve the within plat of said land. I further certify that development of this land will conform to all existing applicable zoning, subdivision and erosion and sediment control regulations. Witness my hand this 24 day of Sept, 1985.

Claire E. Scholz/Fleming 534 Sunnyhill, Lead, South Dakota
Address

ACKNOWLEDGEMENT OF OWNERSHIP
State of South Dakota County of Lawrence

On the 24 day of Sept, 1985, before me, a Notary Public personally appeared, Claire E. Scholz/Fleming, known to me to be the person described in the foregoing instrument and acknowledged to me that s(he) sign the same.

My Commission Expires: July 19 1992 F.P. Gault
Notary Public

CERTIFICATE OF COUNTY TREASURER
State of South Dakota County of Lawrence

I, Marie Farrier, County Treasurer of Lawrence County, do hereby certify that all taxes which are liens upon the lands platted hereon as shown be receipts of my office, have been paid to date.

Date: 10-17-85 County Treasurer: Beth Jeffery, Clerk

OFFICE OF REGISTER OF DEEDS
State of South Dakota County of Lawrence

Filed for record this 8 day of November, 1985, at 8:45 o'clock A.M. and recorded in document 95-3596 J.C.C.

Register of Deeds: Thomas E. Freeman

OFFICE OF COUNTY DIRECTOR OF EQUALIZATION
State of South Dakota County of Lawrence

I, Harvard Hansen, County Director of Equalization, hereby certify that I have received a copy of this plat.

Harvard Hansen
County Director of Equalization

APPROVAL BY CITY OF DEADWOOD
This date: October 8, 1985.

ATTEST: Mayor Thomas M. Co Finance Officer: Sp. B. B. B.

APPROVAL OF DEADWOOD PLANNING, ZONING AND DEVELOPMENT COMMISSION
Commissioner: Lucy L. L. Date: 10-17-85

set his hand the day and year first above written.

Signed, Sealed and Delivered in Presence of

John R. Jones

Seal

William Thomas (Seal)

State of South Dakota
County of Lawrence

On this 15th day of November 1890 before me personally appeared William Thomas known to me to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same.

John R. Jones
Notary Public.

Gr 51558

Right of Way Deed
Charles & Fargo
To

Grand Island &
Wyoming Central
Railroad Company

Filed for record
20th of November 1890

3 P. M. John Baker
Register of Deeds
By J. E. Baker
Deputy.

This Indenture Made this 15th day of November 1890 between Charles & Fargo of the County of Lawrence and State of South Dakota, party of the first part and the Grand Island and Wyoming Central Railroad Company, a corporation duly organized, party of the second part, witnesses as follows: Whereas, said party of the second part has constructed and is operating a railroad in said State and has located and is about constructing an extension thereof which in its course is to run through and over land belonging to the party of the first part and the party of the first part is desirous of the construction of said railroad

and to aid the same by the grant herein made. Now therefore in consideration of the premises and of the sum of - Two hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said party of the first part has given, granted, bargained, sold, conveyed and confirmed and by these presents does give, grants bargain sell, convey and confirm to said party of the second part and to its successors and assigns forever, for the purpose of constructing its said railroad thereon and for all purposes connected with the construction operation, maintenance and use of its said railroad, a strip of land Fifty (50) feet wide being Twenty five (25) feet in width on each side of the center of the main track of what is known as the upper line of the Grand Island and Wyoming Central Railroad Company as the same is surveyed, staked out and marked upon the ground, said strip of land to extend through

out with and include within its limits the course and length of said railroad on and across the certain real property belonging to the party of the first part, situate in Lawrence County, State of South Dakota and described as follows, to-wit: That portion of U. S. Mineral Claim No 283, on Whitewood Creek in Whitewood Mining District commonly known as the segregated upper two thirds ($\frac{2}{3}$) of Placer No 5 above discovery on Whitewood Creek. The land hereby conveyed being so much of Lots (5) Five and Six (6) in Block "F" of Fargo addition to the City of Deadwood as lies within Twenty five feet of the center of the main track of said Railroad as the same is now located. And the party of the first part for the consideration aforesaid does hereby release and discharge the said party of the second part its successors and assigns from all cost, expense and damages which the said party of the first part has now sustained or shall at any time hereafter sustain in any way by reason of the construction, operation, maintenance or use of said railroad. To have hold and enjoy the land above conveyed with the appurtenances ^{and} privileges thereto pertaining and the right to use the said land and material within the limits of the land hereby conveyed, unto said party of the second part and to its successors and assigns for any and all uses and purposes connected with the construction, improvement maintenance operation and enjoyment of said railroad: Provided that all valuable minerals are reserved from this conveyance and the right reserved to mine beneath the said strip of land for the purpose of removing said minerals so far as the same can be done without impairing the safety or security of the surface or right of way herein granted to the party of the second part. And the party of the first part hereby warrants the title to the above granted premises against all persons whomsoever.

In Testimony Whereof the said party of the first part has hereunto set his hand the day and year just above written.

Signed Sealed and Delivered in Presence of

J. E. Ford



Charles E. Fargo Seal

State of South Dakota
County of Lawrence

On this 15th day of November 1890 before me personally appeared Charles E. Fargo known to me to be the person who is described in and who executed the above instrument and acknowledged to me that he executed the same. J. E. Ford - Notary Public

EASEMENT

ARTHUR C. OLSON and SOPHIE A. OLSON, husband and wife, owners of the following-described real property for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, its successors and assigns, a right-of-way easement over, across, and through the real estate hereinafter described and the right to enter on said real estate at any time that it may see fit to construct, maintain and use said property for recreational trail purposes including, but not limited to, uses for public pedestrian walking, hiking, running, jogging, biking, equestrian, and construction of a bridge over Whitewood Creek and other related uses permitted by the CITY OF DEADWOOD along with the right to remove any obstructions interfering with the location, construction, and maintenance of said trail with the right of ingress and egress over, across, and through the following-described property.

The land affected by the grant of this easement and right-of-way is described as follows:

A portion of Tract F of the Fargo Addition to the City of Deadwood, M.S. 283, City of Deadwood, Lawrence County, South Dakota.

The easement and right of access herein granted is as shown on the attached map and it will be between eight (8') to ten (10') feet in width.

ARTHUR C. OLSON and SOPHIE A. OLSON further grant to CITY OF DEADWOOD a temporary construction easement and permission to use such area as is necessary outside of the eight foot (8') easement to construct the recreational trail, which construction easement shall terminate one (1) month after construction is completed.

The CITY OF DEADWOOD, by the acceptance of this easement, hereby agrees that it will be fully responsible for all construction, maintenance, and repairs of said trail and trail improvements including retaining walls and that it will be responsible for all damages to real or personal property or personal injury that may result from the CITY OF DEADWOOD's use of the easement herein described, however, CITY shall not be obligated to maintain or keep said trail open at all times during the year and makes no representation that the trail will be open at all times.

In the event that the trail and bridge referred to above is not constructed and does not become operational by reason of non-availability of funds or any other reason, or in the event that the trail and bridge are constructed and become operational, but are later formally abandoned, than this Easement shall be null and void.

This easement shall remain in effect so long as the trail referred to above is in operation.

This easement shall be binding upon the heirs, executors, administrators, assigns and transferees of parties.

Both parties further agree that should any conflicts arise in respect to construction drawing mapping errors, they will work to resolve such conflicts to their mutual satisfaction.

Dated this 5th day of January, 1994.

Bruce Oberlander
Bruce Oberlander, Mayor
City of Deadwood

Arthur C. Olson
Arthur C. Olson

Sophie A. Olson
Sophie A. Olson

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this 5th day of January, 1994, before me, the undersigned officer, personally appeared Arthur C. Olson and Sophie A. Olson, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Proy W. Ray
Notary Public
My Commission Expires: 6-16-2000

(SEAL)

DOC. NO. 97-4674

FEE \$ 16.00

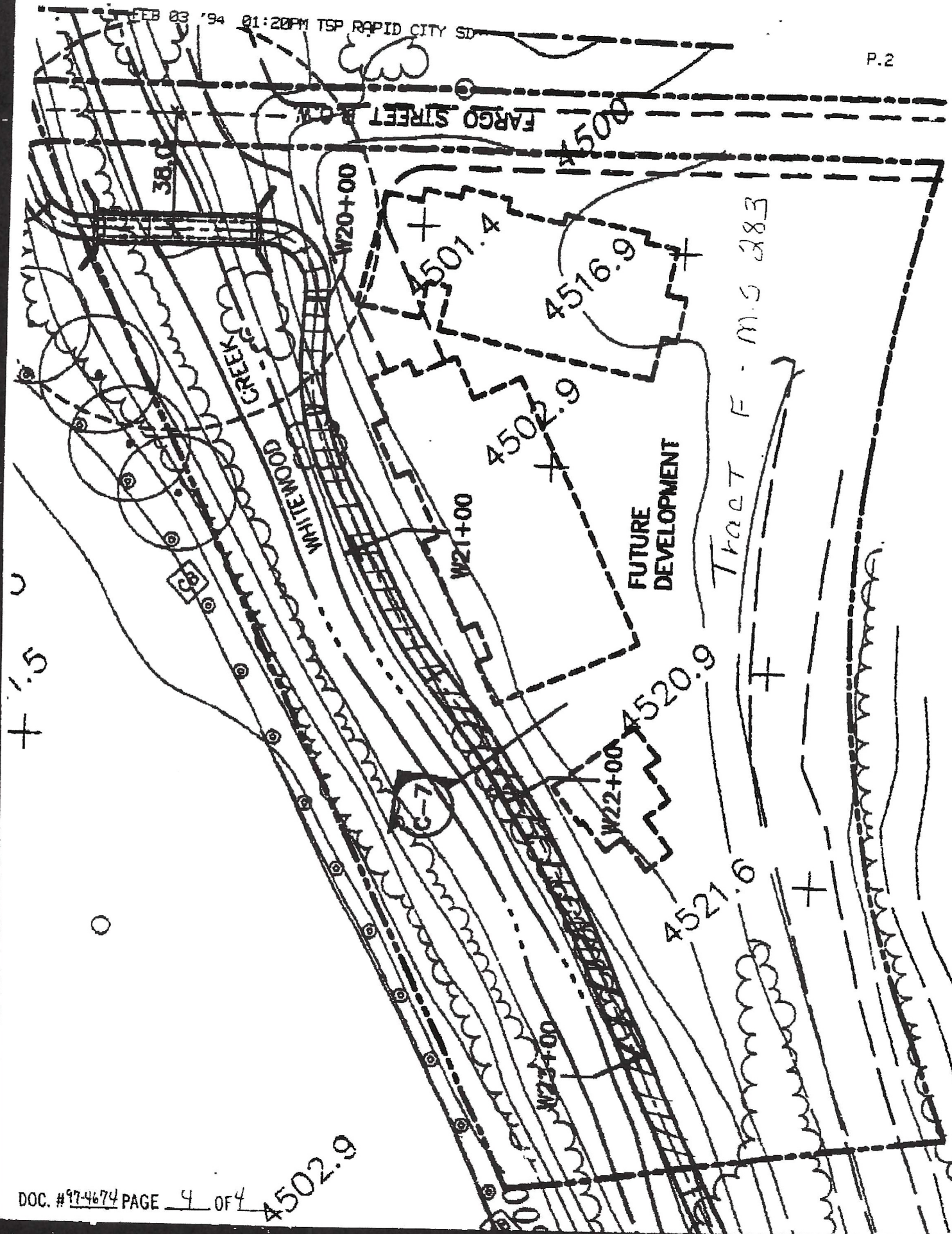
1997, Nov. 24

10:05 AM

Judy G. Mawdsen

REGISTER OF DEEDS
LAWRENCE COUNTY
SOUTH DAKOTA

4 pages



Prepared by:
Quentin L. Riggins
Gunderson, Palmer, Nelson,
& Ashmore, LLP
PO Box 8045
Rapid City, SD 57709
605-342-1078



Doc #: 2016-00570
Date: 02/04/2016 16:06:00
Sheree L. Green
Register of Deeds
Lawrence Co. - Fee \$30.00

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 4th day of January, 2016, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Kanti and Sulabha Patel, hereinafter referred to as "GRANTORS."

Grantors, 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 temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall and surface work for the Whitewood Creek Trail, and to store construction equipment, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said easement any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance of at least twenty (20) feet in width as shown on Exhibit A, attached hereto.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Tract F of MS283, City of Deadwood, as described on plat recorded as drawing number 85-3590 in the office of the Register of Deeds, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence county Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work for the Whitewood Creek Trail and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. 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 and restore Grantor's property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their 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 of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

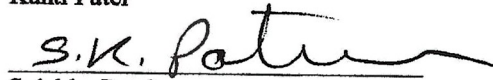
The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument.

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

GRANTORS
LANDOWNERS:


Kanti Patel


Sulabha Patel

STATE OF FL)
COUNTY OF Manatee) ss

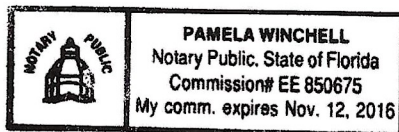
ACKNOWLEDGMENT

On this, the 4th day of Jan, 2016 before me, the undersigned officer, personally appeared Kanti Patel who acknowledged that he/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: 11.12.16



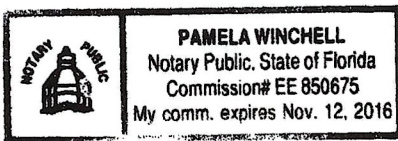
STATE OF FL)
COUNTY OF manatee)ss

ACKNOWLEDGMENT

On this, the 4 day of Jan, 2016, before me, the undersigned officer, personally appeared Sulabha Patel who acknowledged that he/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)



[Signature]

Notary Public

My commission expires: 11.12.16

GRANTEE
CITY OF DEADWOOD:

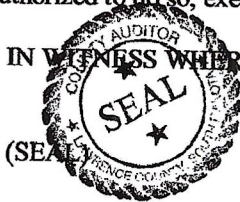
By: Charles Turbiville
Charles Turbiville
Its: Mayor

STATE OF SOUTH DAKOTA)
COUNTY OF LAWRENCE)ss

ACKNOWLEDGMENT

On this, the 9 day of January, 2016, before me, the undersigned officer, personally appeared Charles Turbiville who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



(SEAL)

Robin Lucero - Deputy Auditor
Notary Public
My commission expires: MARCH 3, 2019

EXHIBIT A

LEGAL: M.S. 283 TRACT F (INCLUDES LOTS 1-5 BLK F)

OWNER: PATEL, KANTI R & SULABHA K

PARCEL ID: 30900-00283-000-26

PLAT: 1985-3590

Doc #: 2016-00570
Page 4 of 4

