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TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into by and between **Twin City Fruit, LLC** of 205 6th Avenue SE, Suite 300, Aberdeen, South Dakota 57401, herein after referred to as “**GRANTOR**,” and **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “**GRANTEE**”.

The real estate subject to this Temporary Construction Easement is legally described as follows:

Tract A of Block 30, O.T. Deadwood; formerly Lots 36 thru 49, O.T. Deadwood, and Lot R-6B of the Deadwood Railroad Property, all of Block 30, City of Deadwood, Lawrence County, South Dakota.

This easement shall include the right of ingress and egress over lands of Grantor to access the boundary of the property that faces Sherman Street; and the right to use so much of the adjoining premises of Grantor during the construction and installation of a fence along the border of the property, 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 Grantor is 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 fence, 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 fence, once completed, shall be maintained and kept in good repair by Grantor, their heirs and assigns, at their sole labor and expense.

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, whichever is first.

Dated this _____ day of _____, 2025.

GRANTOR
TWIN CITY FRUIT LLC

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
SS)
COUNTY OF)

On this _____ day of _____, 2025, before me personally appeared _____ to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

WITNESS my hand and official seal.

(SEAL)

Notary Public _____
My Commission Expires: _____

GRANTEE
CITY OF DEADWOOD

Alea Struble, Mayor

[illegible]

On this _____ day of _____, in the year 2025, before me personally appeared Alea Struble, Mayor, City of Deadwood, to be the person who is described herein, and who executed the within instrument and acknowledges to me that she executed the same.

ATTEST

Jessicca McKeown
Finance Officer