

AGREEMENT TO EXECUTE EASEMENT

THIS AGREEMENT TO EXECUTE EASEMENT is made and entered into this _____ day of May, 2024, by and between, Broken Boot Mine, Inc., a South Dakota Nonprofit Corporation, which address is 1200 Pioneer Way, Deadwood, SD 57732-1015 **“GRANTOR,”** and City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, hereinafter referred to as **“GRANTEE.”**

Grantor, agrees to execute an easement in favor of Grantee upon the following terms:

1. That the easement will be for trail access to a portion of the Fuller Brothers Trail (hereinafter “the Trail”) as constructed to specifications set forth by the United States Forest Service as set forth on Exhibit A, attached hereto.
2. That the easement will be for trail access only and will not be marketed or advertised to the public as a trail head by Grantee or any trail committee.
3. That Grantor reserves the right to prohibit trail users from utilizing its parking lot and restrooms.
4. That Grantee will work with Grantor in good faith to develop a mutually agreed upon solution to problems encountered by Grantee following construction of the Trail.
5. That upon completion of the Trail if Grantee identifies any safety concerns, a fence will be installed using materials similar to the Deadwood Fencing style used throughout the City.
6. Grantee agrees that within six months following completion of the Trail it will install signage and a trail map showing proper access, trail rules, etc.
7. Grantee shall reclaim any disturbed sections of the topography visible from the parking lot including reseeding of the disturbed areas.
8. If Grantor determines the trail or trail users are adversely affecting the operation of the Broken Boot Mine and corrective measures are necessary, the Grantee will be responsible for any or all costs.
9. The Grantor will be listed as covered on Grantee’s liability insurance.
10. Grantor agrees to indemnify and hold the Grantee, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Grantor to be responsible for or defend against claims or damages arising solely from errors or omissions of the Grantee, its officers, agents or employees.
11. A fence will be placed around the erosion spot with signage stating, “Unsafe Area” or “Erosion Area – Not Safe”.

In consideration of these terms, Grantee agrees to execute the easement attached hereto as Exhibit B.

GRANTOR:

By: _____
Broken Boot Mine, Inc
By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF _____
SS.
COUNTY OF _____

On this _____ day of _____, 2024, before me a Notary Public, duly
commissioned and qualified in and for said county and state, personally came
_____, satisfactorily proven to me to be the _____ of
Broken Boot Mine, Inc.

WITNESS my hand and official seal.

(SEAL)

Notary Public _____

My Commission Expires: _____

GRANTEE
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
SS.
COUNTY OF LAWRENCE

On this _____ day of _____, 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

Jessica McKeown
Finance Officer