

CRESCENT DRIVE ADDITIONAL PAVING COST-SHARING AGREEMENT

Additional paving north to Whitewood Creek

This Cost-Sharing Agreement (“Agreement”) is entered into as of the date of the last signature below by and among the South Dakota Department of Transportation (“DOT”), the applicable Sanitary District (“Sanitary District”), the City of Deadwood, South Dakota (“City”), and Days of ’76 (each a “Party” and collectively, the “Parties”).

1. Purpose and Project

The Parties desire to allocate responsibility for the additional quantities and costs associated with the City’s Crescent Street Reconstruction project including paving and related improvements north of the existing roadway to Whitewood Creek, to consist of roadway and tie-in work at the east end adjacent to the existing inlet, associated drainage improvements, and grading and restoration of the area adjoining the creek (collectively, the “Additional Work”). The Additional Work is in addition to the current plans for the Crescent Street Reconstruction and is described in the amendment to construction agreement, attached hereto as Exhibit A.

2. Allocation Principles

1. The DOT and Sanitary District each have an interest in roadway improvement, but not necessarily in the additional paving proposed north to Whitewood Creek.
2. The DOT uses the roadway more frequently and with larger vehicles than the Sanitary District.
3. The City and Days of ’76 have nearly equal interest in paving the areas between the roadway and the creek.

3. Cost Responsibilities

Allocation of Additional Work		
Work item	Responsible Party or allocation	Basis
Tree removal	City — 100%	The additional area benefits snow

		removal and snow storage.
Pavement removal	DOT — 50%; Sanitary District — 50%	Equal allocation.
Roadway and east tie-in excavation, aggregate base, and asphalt	DOT and Sanitary District, based on measured quantities; the Sanitary District's share is limited to an equivalent roadway width of 11 feet for the applicable roadway length, with the DOT responsible for the remaining applicable quantity.	Reflects relative roadway use and the Sanitary District's equivalent-width limitation.
Curb and gutter and storm sewer	DOT — 100%	Recognizes the need for access more substantial than a driveway.
Creek-side additional paved surface: excavation, aggregate base, paving, topsoil, seeding, fertilizing, and mulching	City — 50%; Days of '76 — 50%	Both Parties benefit from the additional paved surface and related grading and restoration.

The vegetative buffer between the paving and Whitewood Creek is intended to function as a best management practice ("BMP") addressing stormwater quality for runoff from the improved area.

4. Schedule A and Contract Amounts

The itemized quantities, unit prices, extended costs, and resulting shares for each Party shall be stated in Schedule A, titled "Crescent Drive Additional Street Cost Breakdown," dated July 16, 2026, after verification and approval by the Parties. Schedule A, once approved and attached, is incorporated into this Agreement. If the final measured quantities differ from the estimated quantities, the Parties' shares shall be recalculated using the allocation rules in Section 3 and the applicable contract unit prices, unless the Parties approve a written amendment.

Schedule A — Party Cost Summary	
Party	Estimated share
South Dakota Department of Transportation	\$75,004.00

Lead Deadwood Sanitary District	\$35,580.30
City of Deadwood	\$57,939.10
Days of '76	\$50,174.10
Total	\$218,697.50

5. Administration, Documentation, and Payment

1. The City shall serve as coordinating administrator unless the Parties designate another entity in writing. The City shall maintain the Contract with the Contractor. City shall pay the Contractor consistent with the underlying Contract and shall invoice the other Parties to this Agreement.
2. The City shall provide each Party reasonable supporting documentation, including approved quantities, applicable unit prices, contractor invoices or pay estimates, and the calculation of that Party's share.
3. Each Party shall pay its undisputed share within thirty (30) days after receipt of a complete invoice and supporting documentation, subject to its lawful appropriation, approval, and payment procedures.
4. A Party disputing an invoiced amount shall provide written notice describing the disputed item within fifteen (15) days after receipt. The Parties shall promptly meet and attempt in good faith to resolve the dispute. Undisputed amounts remain payable when due.
5. After completion and acceptance of the Additional Work, the coordinating administrator shall issue a final reconciliation using actual approved quantities. Overpayments shall be refunded or credited, and underpayments shall be invoiced.

6. Changes to the Additional Work

No material change to the scope, allocation method, or estimated total cost shall bind a Party unless approved in writing by authorized representatives of all affected Parties. Emergency work necessary to protect life, property, the roadway, or Whitewood Creek may proceed when delay is impracticable, provided prompt written notice and supporting documentation are furnished to the affected Parties.

7. Compliance and Authority

Each Party represents that it has obtained or will obtain all approvals required for it to enter into and perform this Agreement. Procurement, contracting, inspection,

acceptance, and payment shall comply with applicable law, grant or funding requirements, approved plans and specifications, and the governing construction contract. Nothing in this Agreement waives any immunity, defense, limitation of liability, or statutory protection available to a Party.

8. Term; Termination

This Agreement becomes effective upon execution by all Parties and continues until final payment and reconciliation are complete. A Party may not terminate its responsibility for authorized and completed work. The Parties may terminate the unperformed portion of this Agreement only by mutual written agreement addressing committed costs and closeout obligations.

9. General Provisions

1. **Independent Parties.** Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship among the Parties.
2. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties.
3. **Notices.** Formal notices shall be delivered to the authorized representative and address designated by each Party below or in a later written notice.
4. **Assignment.** No Party may assign its obligations without the prior written consent of the other affected Parties.
5. **Governing Law and Venue.** South Dakota law governs this Agreement. Venue for any action shall lie in a court of competent jurisdiction in Lawrence County, South Dakota, unless applicable law requires otherwise.
6. **Entire Agreement; Amendment.** This Agreement and its approved attachments state the entire agreement concerning the Additional Work and may be amended only by a writing signed by authorized representatives of the affected Parties.
7. **Severability.** If any provision is held unenforceable, the remaining provisions remain effective to the fullest extent permitted by law.
8. **Counterparts and Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original.

10. Signatures

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION	SANITARY DISTRICT
By: _____	By: _____
Name: _____	Name: _____

Title: _____ Date: _____ Notice address/email: _____	_____ Title: _____ _____ Date: _____ _____ Notice address/email: _____ _____
CITY OF DEADWOOD, SOUTH DAKOTA By: _____ Name: _____ Title: _____ Date: _____ Attest: _____ Notice address/email: _____	DAYS OF '76 By: _____ Name: _____ _____ Title: _____ _____ Date: _____ _____ Notice address/email: _____ _____