

Prepared by:  
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## TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “**GRANTEE**,” Rand T. Williams and Gayla J. Williams, 742 State Street, Spearfish, South Dakota 57783, 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 grant, bargain, sell and convey 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 near 458 Williams Street.

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

Lot Three (3) in Block L, except twelve (12) feet two (2) inches of the Northeast side of Lot Three (3) previously conveyed, and all of Lots Four (4) and Five (5) in Block L in the City of Deadwood, Lawrence County, South Dakota subject to easement of record,

The South part of Lot One (1) in Black Hills Meridiam in the City of Deadwood, South Dakota, more particularly described as follows: Beginning at a point on the West line of said lot Fifty-five (55) feet distant from the north-west corner thereof; thence along the West line of said lot a distance of Sixty (60) feet; thence along the South line of said lot a distance of Forty Seven (47) feet and Nine (9) inches; thence along the East line of said lot a distance of Fifty Three (53) feet; thence West in a straight line, a distance of Forty Nine (49) feet to the place of beginning of the West line of said lot, subject to a perpetual vehicle driveway easement, and further subject to other easements, reservations, restrictions and covenants of record.

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 near 56 Taylor Avenue 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 Grantors' 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 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

*[signatures and acknowledgements on following pages]*

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

GRANTORS  
LANDOWNERS:

\_\_\_\_\_  
Rand T. Williams

\_\_\_\_\_  
Gayla J. Williams

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Rand T. Williams and Gayla J. Williams who acknowledged that he 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: \_\_\_\_\_

GRANTEE  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth, Jr.  
Its: Mayor

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

\_\_\_\_\_  
Jessica McKeown  
Finance Officer