

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**,” Meghan Clemens, 462 Williams Street, Deadwood, South Dakota, 57732 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 462 Williams Street.

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

Part of Lots 7 and 9, all of Lot 8, Block L, in the City of Deadwood, described as follows:

Beginning at the Northeast Corner of said tract for corner number 1 from which U.S. locating monument number 1 bears South 14 degrees 14 minutes East 1,380.2; thence North 64 degrees 16 minutes West 127.3 feet to corner number 2; thence south 42 degrees West 54 feet to corner number 3; thence 565 degrees 20 minutes East 121 feet, more or less, to corner number 4 on the West side of Williams Street; thence along the West side of Williams Street North 24 degrees 34 minutes East 54 ½ of the place of beginning.

AND

A tract of land described as follows, to-wit; commencing at corner number 1 of the tract being a point on the Westerly side of Williams Street, North 15 degrees 30 minutes East 117 feet from corner number 3 of M.C. #71 in the City of Deadwood; thence North 63 degrees West 206 feet to corner number 2; thence South 58 degrees 20 minutes East 206 feet to corner number 3; thence North 26 degrees 30 minutes East 17 feet to corner number 1 and the place of beginning, constituting a portion of Lot 9 in Block L, in the City of Deadwood, according to P.L. Rogers Map of City of Deadwood.

AND

Lot known as Towns T number 210 in Block M in Deadwood, South Dakota, and described as follows: Beginning at the Northwest corner of the Lot on South side of City Creek Street from which corner number 2 of M.C. 71 bears South 33 degrees 30 minutes East 141.5 feet, distant and running thence as follows: South 79 degrees 30 minutes East 10 feet; thence South 18 degrees 30 minutes West 119 feet; thence South 42 degrees West 123.2 feet; thence North 51 degrees 30 minutes West 102 feet; thence North 16 degrees 45 minutes East 66.5 feet; thence

South 77 degrees East 138.58 feet; thence North 18 degrees 30 minutes East 118.5 feet to all in Lawrence County, 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 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:

Meghan Clemens

STATE OF _____)
)ss
COUNTY OF _____)

ACKNOWLEDGMENT

On this, the _____ day of _____, 2022, before me, the undersigned officer, personally appeared Meghan Clemens 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.

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 _____