

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**,” Peter Curry and Teresa Hamilton, 458 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 458 Williams Street.

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

Lot Six (6) in Block L according to the official map of Deadwood, South Dakota, also a portion of Lot Seven (7), Block L, described as follows:

Beginning in the Southeast corner of said portion of Lot Seven (7) for corner number one from which United States locating monument number one bears S14°14'E 1380.2 feet, thence N24°34'E 22.4 feet along the West side of Williams Street to corner number two identical to the Southeast corner of Lot Six (6), Block L, thence N65°21'W 121.0 feet along Southwest side of Lot Six (6) to corner number three, thence S42°00'W 21.0 feet to corner number four, thence S64°18'E 127.3 feet to corner number one, the place of beginning, which line from corner number four to corner number one is a parallel to and six feet distance from the Southwest side of the house known as 458 Williams Street in Deadwood, 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:

Peter Curry

Teresa Hamilton

STATE OF _____)
)ss
COUNTY OF _____)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2022, before me, the undersigned officer, personally appeared Peter Curry and Teresa Hamilton 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