

Prepared by:
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EASEMENT

THIS AGREEMENT OF EASEMENT, is made and entered into this _____ day of _____, 2025, by and between South Dakota Science and Technology Authority, a body corporate and politic, of 630 E. Summit Street, Lead, South Dakota, 57754, hereafter referred to as GRANTOR, and the City of Lead, a South Dakota municipal corporation, 801 W. Main Street, Lead, South Dakota, 57754, hereafter referred to as GRANTEE, as follows:

Grantor is the owner of that land hereinafter referred to as the Servient Tenement, described as follows:

Lot 2A of Tract 3, Homestake Addition of the City of Lead, Lawrence County, South Dakota, being all of Lot 2 and a portion of Lot 4 of Tract 3, Homestake Addition, City of Lead, Lawrence County, South Dakota, according to plat document 2014-1674.

Grantee is the owner of that adjoining land hereafter referred to as the Dominant Tenement, commonly described as follows:

Lot 4 Tract 3 of Homestake Addition of the City of Lead, Lawrence County, South Dakota, according to the recorded plat thereof.

NOW THEREFORE, in consideration of One Dollar and other valuable consideration, the Grantor hereby grants unto Grantee a perpetual easement across the Servient Tenement, to run with and perpetually bind the said Dominant and Servient Tenements, such easement to be located as shown on Exhibit "A", attached hereto and incorporated herein by this reference. The easement granted hereunder is for the purpose of the installation, maintenance, repair, and replacement of underground electrical power lines and related infrastructure.

The Grantee agrees to maintain the easement area in good repair and in the event of the disturbance by the Grantee of the easement area, to restore the surface of the easement area to the same condition as existed prior to such disturbance.

It is further agreed by the parties that this Agreement shall run with the land and be binding upon their heirs, successors, or assigns.

GRANTOR: South Dakota Science and Technology Authority

By: _____
Michael J. Headley

Its: Executive Director

GRANTEE: City of Lead, South Dakota

By: _____
Dustin Heupel
Its: Mayor

State of South Dakota)
) SS
County of Lawrence)

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared Michael J. Headley, who acknowledged himself to be the Executive Director of South Dakota Science and Technology Authority, a body corporate and politic, and that he, as such Executive Director, being authorized so to do, executed the foregoing instrument in the name of the South Dakota Science and Technology Authority by himself as Executive Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public
Notary Print Name:
Notary Commission Expires:

State of South Dakota)
) SS
County of Lawrence)

On this the _____ day of _____, 2025, before me, the undersigned officer, personally appeared Dustin Heupel, who acknowledged himself to be the Mayor of the City of Lead, South Dakota, a South Dakota municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument in the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public
Notary Print Name:
Notary Commission Expires: