

Prepared By:  
Pennington County Highway Dept.  
3601 Cambell Street  
Rapid City, SD 57701  
(605) 394-2166

130603



**A202012123**  
July 27, 2020 3:33 PM  
Donna M. Mayer  
Pennington County, SD

\$0  
Pgs: 2

TEMPORARY EASEMENT AGREEMENT

Project No. EM 6403 (06)

Pennington County

Parcel No. 82a, 82b

S Rochford Road

PIN: 1623151003

This AGREEMENT for Temporary Easement rights entered into by the undersigned, hereinafter referred to as the GRANTOR, and the County of Pennington acting by and through its Highway Department, hereinafter referred to as the COUNTY of 3601 Cambell Street, Pennington County, South Dakota; Witnesseth:

WHEREAS, the COUNTY contemplates the construction, operation and maintenance of highway facilities on the above described project as provided for by law; and

WHEREAS, a portion of the Temporary Easement necessary for the proper completion of such highway facilities, as designated on plans at the Highway Department, is located over and across the real property hereinafter described as:

Kern Lode MS 974 Section 23, Township 2 North, Range 3 East of the Black Hills Meridian, Pennington County, South Dakota.

NOW THEREFORE, it is expressly agreed and understood by the parties, The GRANTOR grants permission to the COUNTY or COUNTY'S agent to enter upon above described easement and to use the designated Temporary Easement area for cutslope, fillslope or drainage purposes. The Temporary Easement area is estimated to be 0.4 acres (17,274 SF).

It is further agreed and understood by the GRANTOR that any additional Temporary Easement necessary for the proper completion of the construction may be used. The additional area will be measured and paid for separately at the same rate previously applied. It is agreed and understood that all areas used will be graded as smooth as practicable and left in a neat and workmanlike manner.

The following mutually agreed upon special conditions are made a binding part of this AGREEMENT:

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AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: Em 6403 (06) PCN: 00CL COUNTY/CITY: Pennington PARCEL NO: 82a,b

This Agreement is made and entered into by and between the County/~~City~~ of Pennington, acting by and through its County/~~City~~ Commission, hereinafter referred to as "COUNTY/~~CITY~~," and Fred + Jan Krohn, whose postal address is PO Box 369 Westington Springs, SD 57882, hereinafter referred to as "GRANTOR";

WHEREAS, COUNTY/~~CITY~~ needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: \_\_\_\_\_

Temporary Easement: Kern Lode. MS 974 Section 23, Township 2 North, Range 3 East of BHM

WHEREAS, GRANTOR understands GRANTOR'S right to have an appraisal prepared and GRANTOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended; and,

WHEREAS, GRANTOR hereby waives any right to such appraisal;

NOW, THEREFORE, the parties agree the total payment for all property interest acquired by the COUNTY/~~CITY~~ for the easements described above as shown on the plans for construction of the above cited PROJECT, is as follows:

Perpetual Easement:

\_\_\_\_\_ acres/sq. ft. at \$ \_\_\_\_\_ acres/sq. ft. at \$ \_\_\_\_\_

Temporary Easement:

17,274 acres/sq. ft. at \$ 0.0058 ~~0.0033~~ acres/sq. ft. at \$ 100.00

Total = \$ 100.00

Special Conditions: \_\_\_\_\_

1. GRANTOR shall not erect fences, structures, or obstacles within the perpetual easement.

2. GRANTOR grants permission to COUNTY/~~CITY~~ or COUNTY'S/~~CITY'S~~ agent to enter upon above described easement upon approval of this Agreement.

3. The perpetual easement shall be in effect until the highway is abandoned by proper action of the COUNTY/~~CITY~~ Commission and the temporary easement shall be in effect until one (1) year after construction of the project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 20<sup>th</sup> day of July in the year of 2020.

Grantor(s)

~~City/County~~ of Derrington

By: Fred Krohmer

By: Joseph Miller

Name: Fred Krohmer

Its: ~~County Commission Chairperson/~~  
~~City Mayor~~ Highway Superintendent

By: Jan Krohmer

Attest:

Name: Jan Krohmer

Cindy Mohler  
~~County Auditor/City Finance Officer~~  
Cindy Mohler

(County/City Seal)

[Grantor Acknowledgment Form to Follow]



GRANTOR ACKNOWLEDGMENT

State of South Dakota )  
 ) SS  
County of Pennington )

On this the 20th day of July 2020 in the year of 2020,  
before me, Connie Ness, a Notary Public within and for said  
County and State, personally appeared Fred + Jan Krohmer  
known to me to be the person(s) described in and  
who executed the foregoing instrument and acknowledged to me that he/she/they  
executed the same for the purposes herein stated.

Connie Ness

Notary Public

My Commission Expires: 08-03-21



RECORD OF CALLS/VISITS AND DISCUSSION RECORD  
TO ACCOMPANY ESTABLISHED PAYMENT FORM LG-R0W-2

PROJECT NO: Em 6403 (06) PCN: 60CL COUNTY/CITY: Pennington  
LANDOWNER: Fred + Jan Krohmer  
NAME OF NEGOTIATOR: Joe Miller  
TITLE: Highway Superintendent

The following document(s) was/were shown and/or explained to the Landowner:  
Construction  Right of Way  Right of Way  Other   
Plan Sheet  Document (s)  Brochures

Call/Visit Number: 1  
Time: 1:10 AM /  PM Date: 6/28/2020  
Visit Location: Phone Call  
List people present during meeting: Mark Schack, Sean Smith, Joe Miller, Fred Krohmer

Notes of the Discussion: Discussed meeting on site to discuss new approach

Call/Visit Number: 2  
Time: 8:00  AM / PM Date: 6/29/2020  
Visit Location: 22744 S Rochford Rd  
List people present during meeting: Mark Schack, Sean Smith, Joe Miller, Fred Krohmer

Notes of the Discussion: Project pertaining to his area + talked about adding an approach to his land, driveway would be landowner responsibility

Call/Visit Number: 3  
Time: \_\_\_\_\_ AM / PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Call/Visit Number: 4  
Time: \_\_\_\_\_ AM / PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

Notes of the Discussion: \_\_\_\_\_

Note: Please indicate in the Notes of Discussion, any agreement made as part of the acquisition by established payment, such as an additional approach, a load of gravel, etc.