

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

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July 29, 2020 1:31 PM
Donna M. Mayer
Pennington County, SD

TEMPORARY EASEMENT AGREEMENT

Project No. EM 6403 (06)

Pennington County

Parcel No. 18c, 18e

S Rochford Road

PIN: 1631451001

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:

Lot A of Lot 2 of Reynolds Stage Stop Subdivision Located in Section 31, 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 0.11 acres (4,714 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:



Dated this 23rd day of July, 2020.

Scott C Summers
Summers Family Irrevocable Trust, GRANTOR

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF PENNINGTON)

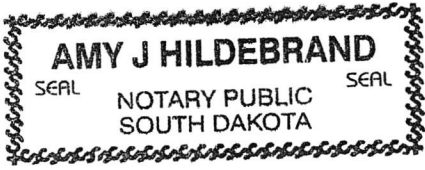
*Scott C Summers Trustee of

On this the 23rd day of July, in the year of 2020, before me, Amy J. Hildebrand Notary Public within and for said County and State, personally appeared Summers Family Irrevocable Trust, known to me or satisfactorily proven to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.

Amy J. Hildebrand
Notary Public

My commission expires: 8-8-24

(Notary Seal)



AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: EML403(06) PCN: 00CL COUNTY/~~CITY~~: Pennington PARCEL NO: 18c.18c

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 Summers Family Irrevocable Trust, whose postal address is 217 W 15th Ave Mitchell, SD 57301, hereinafter referred to as "GRANTOR";

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

Perpetual Easement: _____

Temporary Easement: Lot A of Lot 2 of Reynolds Stage Stop Subd Located in Section 31, 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:

4714 acres/sq. ft. at \$ 0.02 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 23rd day of July in the year of 2020.

Grantor(s)

By: _____

Name: Scott C Summers

By: _____

Name: _____

City/County of Pennington

By: _____

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

Attest:

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)

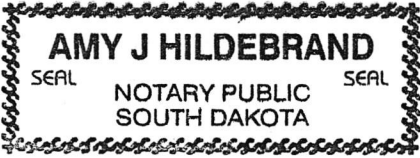
On this the 9th day of July in the year of 2020,
before me, Amy J. Hildebrand, a Notary Public within and for said
County and State, personally appeared Summers Family Irrevocable Trust
Scott C-Summers known to me to be the person(s) described in and
who executed the foregoing instrument and acknowledged to me that he/she/they
executed the same for the purposes herein stated.

Amy J. Hildebrand

Notary Public

My Commission Expires: 8-8-24

(Notary Seal)



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

PROJECT NO: EM 6403 (06) PCN: 00CL COUNTY/CITY: Pennington
LANDOWNER: Summers Family Irrevocable Trust
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: _____ AM / PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 2
Time: _____ AM / PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

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.