

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

130602



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Pgs: 2

**A202012124**  
July 27, 2020 3:33 PM  
Donna M. Mayer  
Pennington County, SD

TEMPORARY EASEMENT AGREEMENT

Project No. EM 6403 (06)

Pennington County

Parcel No. 11b, 11c & 11e

S Rochford Road

PIN: 3318100001

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:

NW1/4 NE1/4 Lying W of co. Rd Less RTY; N1/2NW1/4 Section 18, Township 1 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 0.12 acres (5,436 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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Dated this 23 day of July, 2020.

*Kenneth Anderson*  
Kenneth Anderson, GRANTOR

*Elizabeth Anderson*  
Elizabeth Anderson, GRANTOR

ACKNOWLEDGEMENT

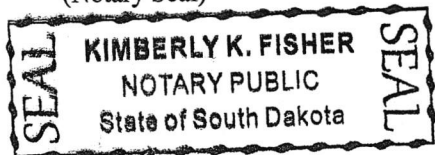
STATE OF SOUTH DAKOTA            )  
  )ss  
COUNTY OF PENNINGTON         )

On this the 23 day of July, in the year of 2020, before me, *Kimberly K. Fisher*, a Notary Public within and for said County and State, personally appeared Kenneth & Elizabeth Anderson, 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.

*Kimberly K. Fisher*  
Notary Public

My commission expires: My Commission Expires  
June 12, 2023

(Notary Seal)



AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: <sup>EM</sup>~~BRF~~6403(106) PCN: 60CL COUNTY/CITY: Pennington PARCEL NO: 11b,c,e

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 Kenneth Anderson and Elizabeth Anderson, whose postal address is 24035 Palmer Gulch Rd Hill City, SD, 57745, hereinafter referred to as "GRANTOR";

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

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

Temporary Easement: NW 1/4 NE 1/4 lying West of Co Rd 20W less RTW; N 1/2 NW 1/4 Section 18, Township 1 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:

5436 acres/sq. ft. at \$ 0.18 ~~2.00~~ acres/sq. ft. at \$ ~~2.00~~ 100.00

Total = \$ ~~2.00~~ 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 23<sup>rd</sup> day of July in the year of 2020.

Grantor(s)

City/County of Pennington

By: Kenneth Anderson

By: Joseph Miller

Name: Kenneth Anderson

Its: County Commission Chairperson/ City Mayor. Highway Superintendent

By: Elizabeth Anderson

Attest:

Name: Elizabeth Anderson

Cindy Mohler  
County Auditor/City Finance Officer  
Cindy Mohler

(County/City Seal)

[Grantor Acknowledgment Form to Follow]



GRANTOR ACKNOWLEDGMENT

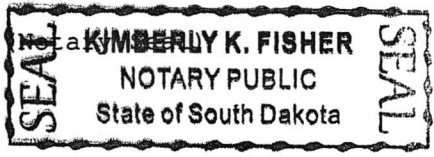
State of South Dakota )  
 ) SS  
County of Pennington )

On this the 23 day of July in the year of 2020,  
before me, Kimberly K. Fisher, a Notary Public within and for said  
County and State, personally appeared Kenneth Anderson and  
Elizabeth Anderson 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.

Kimberly K. Fisher  
\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_



**My Commission Expires**  
**June 12, 2023**

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

PROJECT NO: <sup>EM</sup> ~~BEF~~ 6403 (de) PCN: DDCL COUNTY/CITY: Pennington  
LANDOWNER: Kenneth Anderson and Elizabeth Anderson  
NAME OF NEGOTIATOR: Joe Miller  
TITLE: Highway Superintendent

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

Call/Visit Number: 1  
Time: 1:00 AM /  PM Date: 7/17/2020  
Visit Location: \_\_\_\_\_  
List people present during meeting: Sean Smith, Kenneth Anderson

Notes of the Discussion: They plan to sign in front of a Notary and return Paperwork next week (7-20-7-24)

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.