

130603

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



\$0  
Pgs: 2

**A202014941**  
September 01, 2020 3:27 PM  
Donna M. Mayer  
Pennington County, SD

TEMPORARY EASEMENT AGREEMENT

Project No. EM 6403 (06) Pennington County Parcel No. 39b  
S Rochford Road PIN: 1627300002

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:

Tract D of NW1/4 SW1/4 Less Co Rd ROW. Section 27, 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 0.02 acres (720 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:

*Signed with The Highway Dept. will not disturb any well or any sub-surface water being and only disturb only the very tip of the property*

2020-090



AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: <sup>EM</sup>~~BEF~~ 6403(0) CN: DOCL COUNTY/CITY: Pennington PARCEL NO: 396

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 James Hoffman and Wilbur Hoffman, whose postal address is 19510 320<sup>th</sup> Ave. Harold, SD 57536, hereinafter referred to as "GRANTOR";

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

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

\_\_\_\_\_

Temporary Easement: Tract D of NW1/4 SW1/4 less Co Rd Row, Section 27, Township 2 North, Range 3 East of B1M

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:

~~\$~~ 720 acres/sq. ft. at \$ ~~0.0025~~ <sup>0.139</sup> 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 25<sup>th</sup> day of August 2020 in the year of 2020.

Grantor(s)

By: James L. Hoffman

Name: James L. Hoffman 8-25-20

By: Wilbur Hoffman

Name: Wilbur Hoffman

City/County of Pennington

By: Joseph Miller

Its: County Commission Chairperson/  
City Mayor Highway Superintendent

Attest:

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 25th day of August in the year of 2020,  
before me, Sarah Reinbolt, a Notary Public within and for said  
County and State, personally appeared James Hoffman and  
Wilbur Hoffman 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.



Notary Public

My Commission Expires: 10-11-2024

(Notary Seal)