

TEMPORARY EASEMENT AGREEMENT

Pennington County

Parcel ID: 2923300001 &

2926100001

Project No. CU 151402+2.385

Tax ID: 14021 & 14028

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 backslopes on the above described project as provided for by law; and

WHEREAS, the Temporary Easement necessary for the proper completion of such highway facilities is located over and across the real property hereinafter described as:

**SW ¼ Section 23, Township 2 North, Range 16 East of the Black Hills Meridian, Pennington County, South Dakota.**

**All Section Section 26, Township 2 North, Range 16 East of the Black Hills Meridian, Pennington County, South Dakota.**

NOW THEREFORE, it is expressly agreed and understood by the parties hereto that:

(1) 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 channel purposes upon approval of this AGREEMENT with the understanding that such permission for entry shall terminate one year after the construction of the project has been completed. This easement is given voluntarily.

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

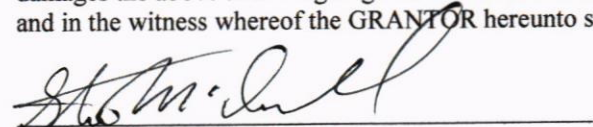
**It is agreed and understood that all areas used will be sloped and graded as smooth as practicable, reseeded, and left in a neat and workmanlike manner. Any necessary temporary fencing will be furnished and installed by the COUNTY. Permanent fencing will be reset by the COUNTY.**

**Work will commence after wheat harvest, landowner allows the County to disturb corn crop on north side of channel, up to an acre. South channel is to be straightened from outlet approximately 250'. Banks to be graded to allow passage of farm machinery across the channel.**

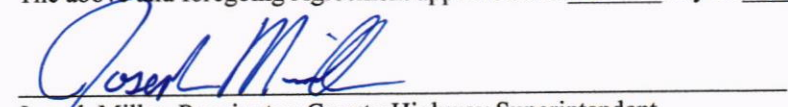
(3) The GRANTOR, their heirs or assigns shall not interfere with nor disturb the facilities constructed upon the Temporary Easement area without the written approval of the COUNTY.

(4) All foregoing conditions are binding upon the COUNTY only upon approval of this AGREEMENT by the COUNTY'S authorized representative and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect.

NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$1.00 for Temporary Easement and damages the above and foregoing AGREEMENT is entered into on this 1 day of may, 2024, and in the witness whereof the GRANTOR hereunto subscribes by signature.

  
Steve McDonnell - GRANTOR

The above and foregoing Agreement approved this 2nd day of MAY, 2024.

  
Joseph Miller, Pennington County Highway Superintendent