

TEMPORARY EASEMENT AGREEMENT

Pennington County
Project No. Drainage Work and Culvert Replacement – Wilsey Road
CU 352701+0.053, 0.065, 0.066, 1.032, 1.036, 1.040

Parcel ID: 0607100001
Tax ID: 17784

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:

W ½ Less ROW; SW ¼ SE ¼ Section 7, Township 5 North, Range 17 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.

County will extend berm on lot west of Wilsey Road to allow water to disperse on hay field. Extra material and culverts removed from the road will be used to build a berm in the low area for fence.

(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 7 day of October, 2024, and in the witness whereof the GRANTOR hereunto subscribes by signature.

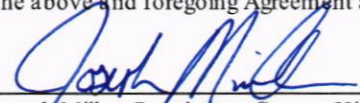


Ty Eisenbraun – GRANTOR



Stacey Eisenbraun - GRANTOR

The above and foregoing Agreement approved this 7th day of October, 2024.



Joseph Miller, Pennington County Highway Superintendent