

Prepared By:
Pennington County Highway Dept.
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Rapid City, SD 57701
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AUDRA CASTEEL
PENNINGTON COUNTY, SD
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TEMPORARY EASEMENT AGREEMENT

Project No. PH 6637 (01)

Pennington County

Parcel ID: 3826300002

Lamb Road/Reservoir Road

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 shown in Exhibit hereinafter described as:

Tract A Located in Olesen Subdivision, Section 26, Township 1 North, Range 8 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 2.4 acres.

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:

The Highway Department will remove all erosion control measures after vegetation has established to 90% if
landowner requests, or landowner can remove when vegetation has been established. Existing fence will be
reinstalled on the landowner's property just outside of the right-of-way. No temporary fence will be needed
during the construction project.

Dated this 20 day of Nov, 2025.

William Pond
William Pond, GRANTOR

Joann Pond
Joann Pond, GRANTOR

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF PENNINGTON)

On this the 20 day of Nov., in the year of 2025, before me, Eric D. Radke, a Notary Public within and for said County and State, personally appeared William & Joann Pond, known to me or satisfactorily proven to be the persons described in and who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

Eric D. Radke
Notary Public

My commission expires: Jan 17, 2031

(Notary Seal)



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A202513860

PENNINGTON COUNTY HIGHWAY DEPT
SD

Highway - 2 notes

Vendor 7B102

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: PH16637(01) PCN: 08110 COUNTY/CITY: Pennington PARCEL NO: 3826300002

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 William and Joann Pond, whose postal address is 7030 Reservoir Rd, Rapid City, SD, 57703, hereinafter referred to as "GRANTOR";

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

Perpetual Easement: N/A

Temporary Easement: SEE ATTACHED AGREEMENT

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:

4006

Perpetual Easement:

_____ acres/sq. ft. at \$ _____ acres/sq. ft. at \$ _____

Temporary Easement:

~~2.4~~ ^{EP} 2.4 acres/sq. ft. at \$ 100 acres/sq. ft. at \$ ~~600000~~ ^{EP} 300.00

Total = \$ 300⁰⁰

Special Conditions: See Attached Agreement

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 20 day of November in the year of 2025.

Grantor(s)

By: Will Powd

Name: Will Powd

By: Jordan Powd

Name: Jordan Powd

City/County of Pennington

By: Jordan Powell

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

Attest:

Kara J. Tines Deputy Auditor
County Auditor/~~City Finance Officer~~

(County/City Seal)



[Grantor Acknowledgment Form to Follow]

GRANTOR ACKNOWLEDGMENT

State of SOUTH DAKOTA)
) SS
County of PENNINGTON)

On this the 20 day of November in the year of 2025,
before me, ERIC D. RADKE, a Notary Public within and for said
County and State, personally appeared William and Joann Pond
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.

E. D. Radke

Notary Public

My Commission Expires: January 17, 2031

(Notary Seal)

