

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

PERPETUAL EASEMENT FOR HIGHWAY USE

Project No. 52-444-270 Replacement

Pennington County

Parcel ID: 2121400007

Doyle Estes, acting manager for DTH LLC, hereinafter referred to as "GRANTOR" of PO Box 330, Rapid City, SD, 57709, for and in consideration of One Dollar (\$1.00), GRANTS to the **COUNTY OF PENNINGTON**, hereinafter referred to as "GRANTEE," of 3601 Cambell Street, Pennington County, South Dakota, a PERPETUAL EASEMENT FOR HIGHWAY USE upon and over the land described as:

Located in NE1/4NW1/4 of Section 21, Township 2 North, Range 8 East of the Black Hills P.M., Pennington County, South Dakota, as more fully described on EXHIBIT "A", attached herto and incorporated herein by reference.

Said easement shall include the right to construct, reconstruct, operate, maintain, inspect, and repair highway use improvements as the Grantee deems necessary to facilitate such highway use, provided that ingress and egress entrances shall be maintained at original design elevations and width unless otherwise agreed and if reconstructed or repaired said work shall conform to SDDOT specifications.

GRANTOR(S) agree the property which is the subject of this easement shall be kept free of any obstructions including but not limited to buildings, walls, fences, hedges, trees and shrubs. Necessary livestock fencing shall be permitted. The easement grants to Pennington County and its contractors, the right to enter upon the aforementioned real property and otherwise do those things reasonably necessary to effectuate its purpose.

This perpetual easement is given for highway purposes only with full reversionary rights.

Dated this 11th day of DECEMBER 2025.


DOYLE ESTES, GRANTOR

Exempt from transfer fee 43-4-22 (2)

STATE OF SOUTH DAKOTA

)ss

COUNTY OF PENNINGTON

On this the 11th day of December, in the year of 2025, before me, Connie Jo Bertolotto a Notary Public within and for said County and State, personally appeared Doyle Estes, acting manager for DTH LLC, 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.

(Notary Seal)

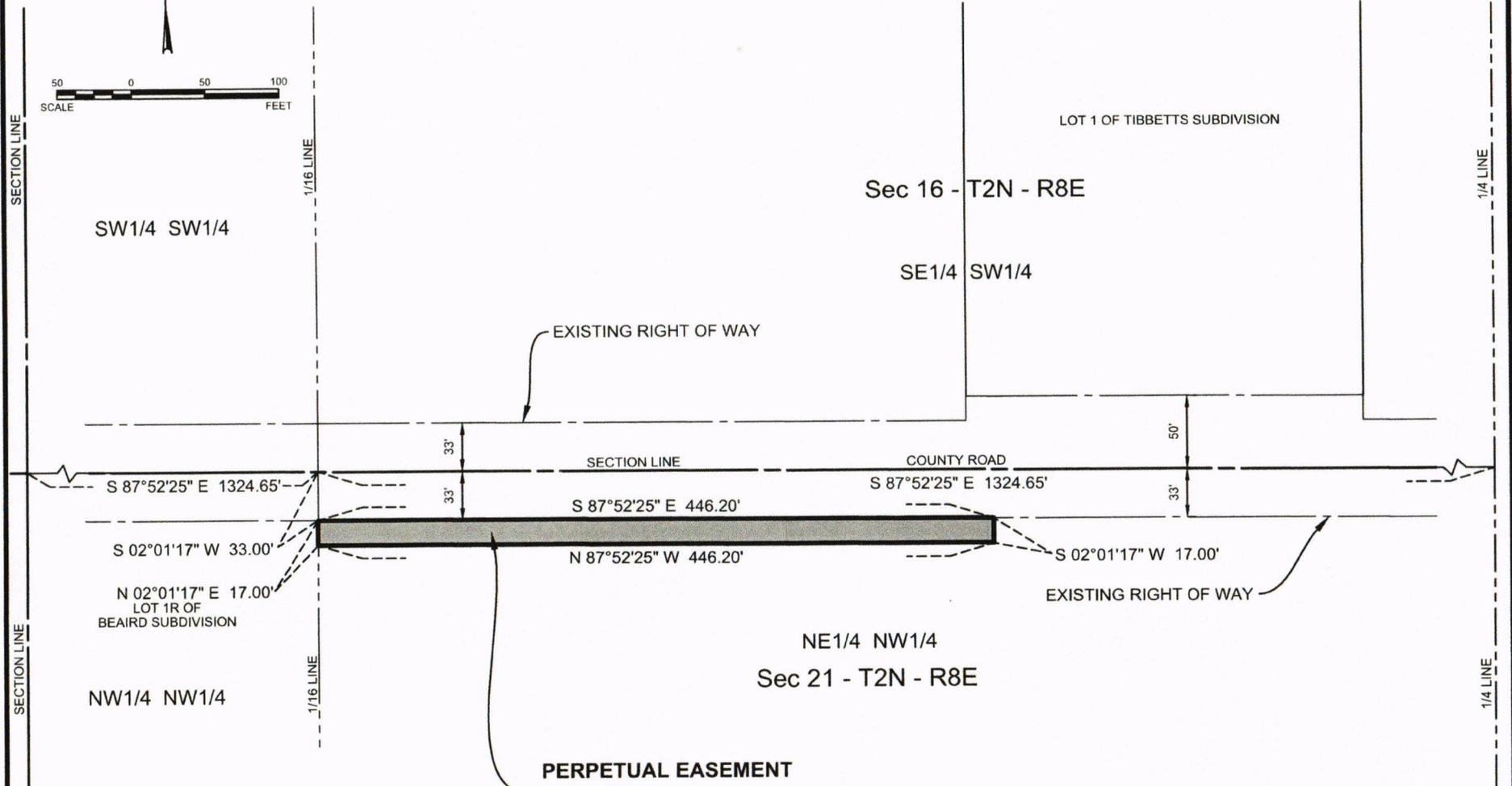



Notary Public

My Commission Expires: June 16, 2026

EXHIBIT "A"

A PERPETUAL EASEMENT TO BE ACQUIRED FOR HIGHWAY PURPOSES
LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21,
TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
PENNINGTON COUNTY, SOUTH DAKOTA



NOTES:

THE BEARINGS AND DISTANCES SHOWN HEREON
ARE BASED ON NAD 83/11 (EPOCH 2010.00) SOUTH
DAKOTA STATE PLANE COORDINATE SYSTEM -
SOUTH ZONE IN U.S. SURVEY FEET.
COMBINED SCALE FACTOR: 0.9997995068.

PERPETUAL EASEMENT
0.17 ACRE
MORE OR LESS

PREPARED BY:



809 DEADWOOD AVE, STE. 2
RAPID CITY, SD 57702
605-721-5553

PRELIMINARY

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: 52-444-270 PCN: _____ COUNTY/CITY: Pennington PARCEL NO: 2121400007

Replacement
This Agreement is made and entered into by and between the County/City of Pennington County, acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Doyle Estes acting manager of DTH LLC, whose postal address is PO Box 330, Rapid City, SD, 57709, hereinafter referred to as "GRANTOR";

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

Perpetual Easement: NE 1/4 NW 1/4 of Section 21, Township 2 North, Range 8 East of the Black Hills P.M., Pennington County, SOUTH DAKOTA

Temporary Easement: _____

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:

0.18 acres/sq. ft. at \$ 0.00 acres/sq. ft. at \$ 0.00

Temporary Easement:

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

Total = \$ _____

Special Conditions: See attached

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 11th day of December in the year of 2025.

Grantor(s)

City/County of Pennington

By: Dayle Estes

By: Joseph Mill

Name: Dayle ESTES

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

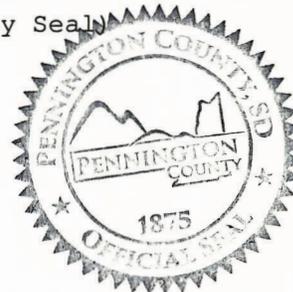
By: _____

Attest:

Name: _____

Diane Holman, Deputy Auditor
~~County Auditor/City Finance Officer~~

(County/City Seal)



[Grantor Acknowledgment Form to Follow]

**AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT
SPECIAL CONDITIONS**

PENNINGTON COUNTY does hereby agree and consent to the following conditions, in lieu of payment:

1. To grant access to landowner's property by submittal of an approach permit by landowner or contractor to the Highway Department, and to waive the permit fee.
2. To relocate the existing approach to accommodate future access according to construction plans.
3. Install a culvert under the approach, if needed.
4. To construct said approach with the radius width of 50 feet and with a designed roadway width of 36 feet.
5. Approach will be constructed with 8 inches of base course gravel and 5 inches of asphalt, paved to the property line/ROW.
6. Remove the existing field approach after construction has been completed.



DOYLE ESTES, GRANTOR



PENNINGTON COUNTY
HIGHWAY SUPERINTENDENT