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Pennington County Highway Dept.
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Rapid City, SD 57701
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December 31, 2025 at 1:49 PM
AUDRA CASTEEL
PENNINGTON COUNTY, SD
Pages: 2 Fee Amount: \$0

PERPETUAL EASEMENT FOR HIGHWAY USE

Project No. 52-444-270 Replacement Pennington County Parcel ID: 2116300004

Shannon and Patti Tibbetts, hereinafter referred to as "GRANTOR" of 3190 Country Road, Rapid City, SD, 57701, 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 SE1/4SW1/4 of Section 16, Township 2 North, Range 8 East of the Black Hills Meridian, Pennington County, South Dakota, as more fully described on EXHIBIT "A", attached hereto and incorporated herein by reference.

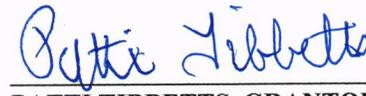
Said easement shall include the right to construct, reconstruct, operate, maintain, inspect, and repair highway use improvements as the Grantee deems necessary to facilitate such highway use, provided that ingress and egress entrances shall be maintained at original design elevations and width unless 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 aforescribed 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.


SHANNON TIBBETTS, GRANTOR


PATTI TIBBETTS, GRANTOR

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

STATE OF SOUTH DAKOTA)ss
COUNTY OF PENNINGTON

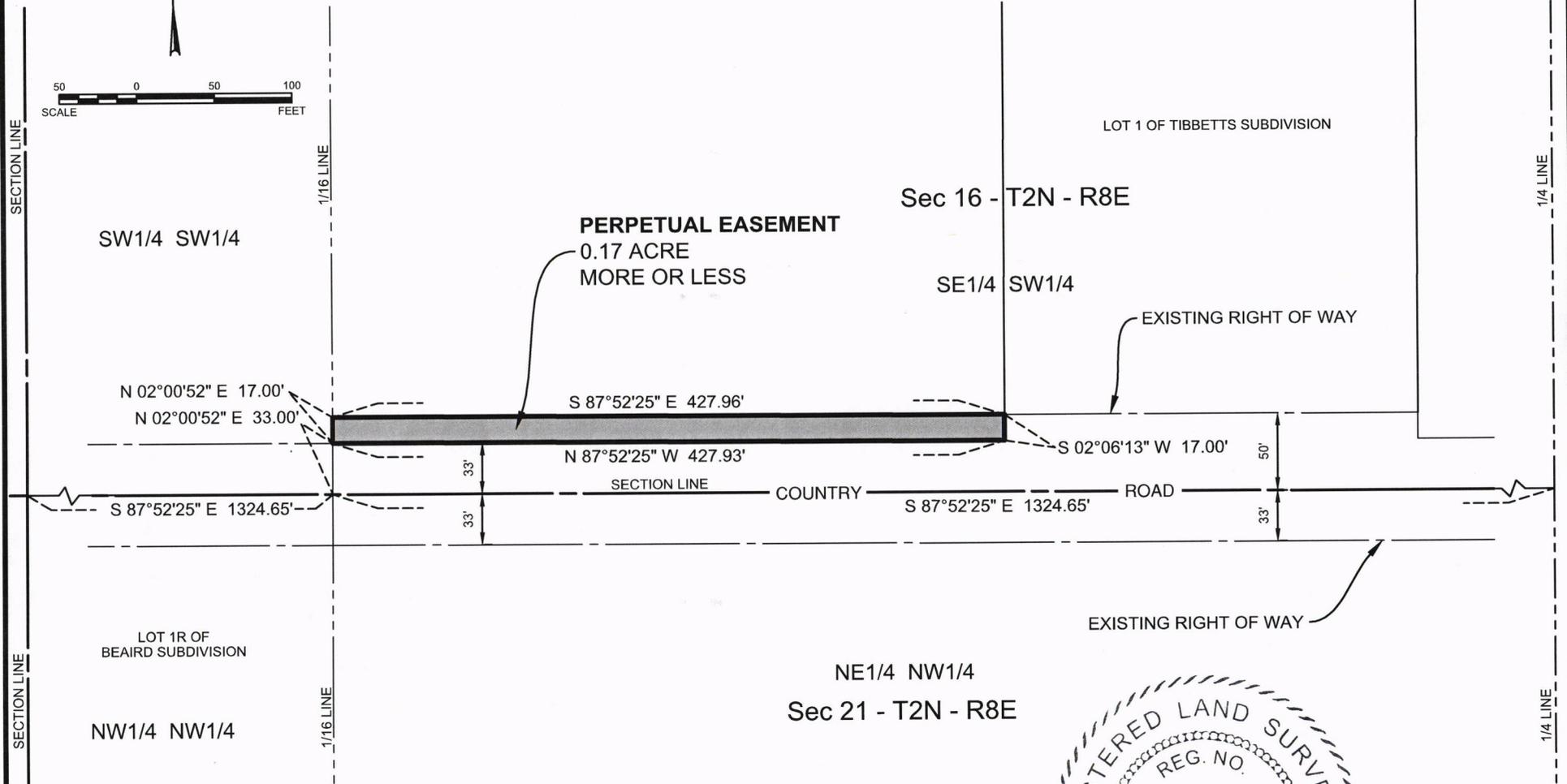
On this the 11th day of December, in the year of 2025, before me, Connie Jo Bertolotto, a Notary Public within and for said County and State, personally appeared Doyle Estes, acting manager for DTH LLC, known to me or satisfactorily proven to be the persons described in and who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated. Shannon and Patti Tibbetts




Notary Public

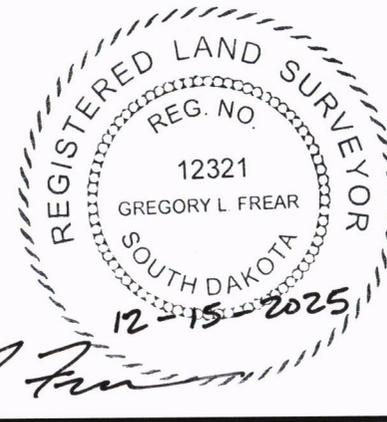
My Commission Expires: June 16, 2026

EXHIBIT "A"
A PERPETUAL EASEMENT TO BE ACQUIRED FOR HIGHWAY PURPOSES
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16,
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.



PREPARED BY:

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

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EXHIBIT A
A. HITTORF IS BELIEVED TO BE A BURIED OR BURIAL SITE
LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18
TOWNSHIP 2 NORTH RANGE 6 EAST OF THE BLACK HILLS NATIONAL
BENTON COUNTY SOUTH DAKOTA



A202515521

PC HIGHWAY DEPT
SD

[Handwritten signature]

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: 52-444-270 PCN: _____ COUNTY/CITY: Pennington PARCEL NO: 2116300004

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 Shannon and Patti Tibbets, whose postal address is 3190 Country Rd, Rapid City, SD, 57701, hereinafter referred to as "GRANTOR";

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

Perpetual Easement: See attached agreement

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:

Perpetual Easement:

.17 acres/sq. ft. at \$ 58,823.53 acres/sq. ft. at \$ 10,000⁰⁰

Temporary Easement:

0.20 acres/sq. ft. at \$ 100 acres/sq. ft. at \$ 100⁰⁰

Total = \$ 10,100⁰⁰

Special Conditions: See attached documents

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: [Signature]

By: [Signature]

Name: Shannon Tibbetts

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

By: [Signature]

Attest:

Name: Patricia Tibbetts

[Signature]
County Auditor/City Finance Officer

(County/City Seal)



[Grantor Acknowledgment Form to Follow]

GRANTOR ACKNOWLEDGMENT

State of South Dakota)
County of Pennington) SS

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 Shannon Tibbets and Patti Tibbets
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.



Connie Jo Bertolotto
Notary Public

My Commission Expires: June 16, 2026

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

PENNINGTON COUNTY does hereby agree and consent to the following conditions for the Perpetual Easement:

1. Improvements to both house and field approaches, widen to 50' gravel radius.
2. New permanent fencing along perpetual easement line after project completion.
3. Work with landowner on fencing channel opening and gate installation at channel opening.
4. Landowner will not need temporary fence unless project isn't completed by October 31st of construction year.

PENNINGTON COUNTY does hereby agree and consent to the following conditions for the Temporary Easement:

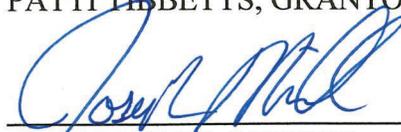
1. Pennington County Highway will extend the project's grading limits to improve and create a flattened 4:1 slope in the easement area to accommodate the landowner's request.
2. Disturbed areas will be reseeded with similar pasture mix grasses after project completion.
3. GRANTOR will remove and dispose of any erosion control measures in place at the time they feel grasses have been adequately established.



SHANNON TIBBETTS, GRANTOR



PATTI TIBBETTS, GRANTOR



PENNINGTON COUNTY
HIGHWAY SUPERINTENDENT