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AUDRA CASTEEL
PENNINGTON COUNTY, SD
Pages: 5 Fee Amount: \$0

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

TEMPORARY EASEMENT AGREEMENT

Project No. PH 6637 (01)

Pennington County

Parcel ID: 3826400001

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:

S ½ SW ¼, ~~SE ¼~~, Less ROW, 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 2.0 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:

Temporary fence will be needed to keep livestock in. After construction, Penn. Co. Hwy. will remove
temporary fencing after vegetation has grown to 90% and will stockpile for the landowner to keep or remove,
whichever the landowner would like?

Dated this 22 day of December, 2025.

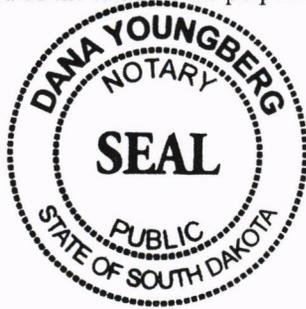
[Signature]
Steven Simunek, GRANTOR

[Signature]
Carla Simunek, GRANTOR

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF PENNINGTON)

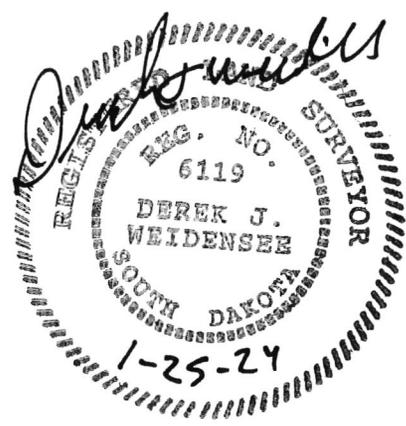
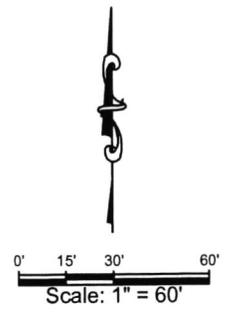
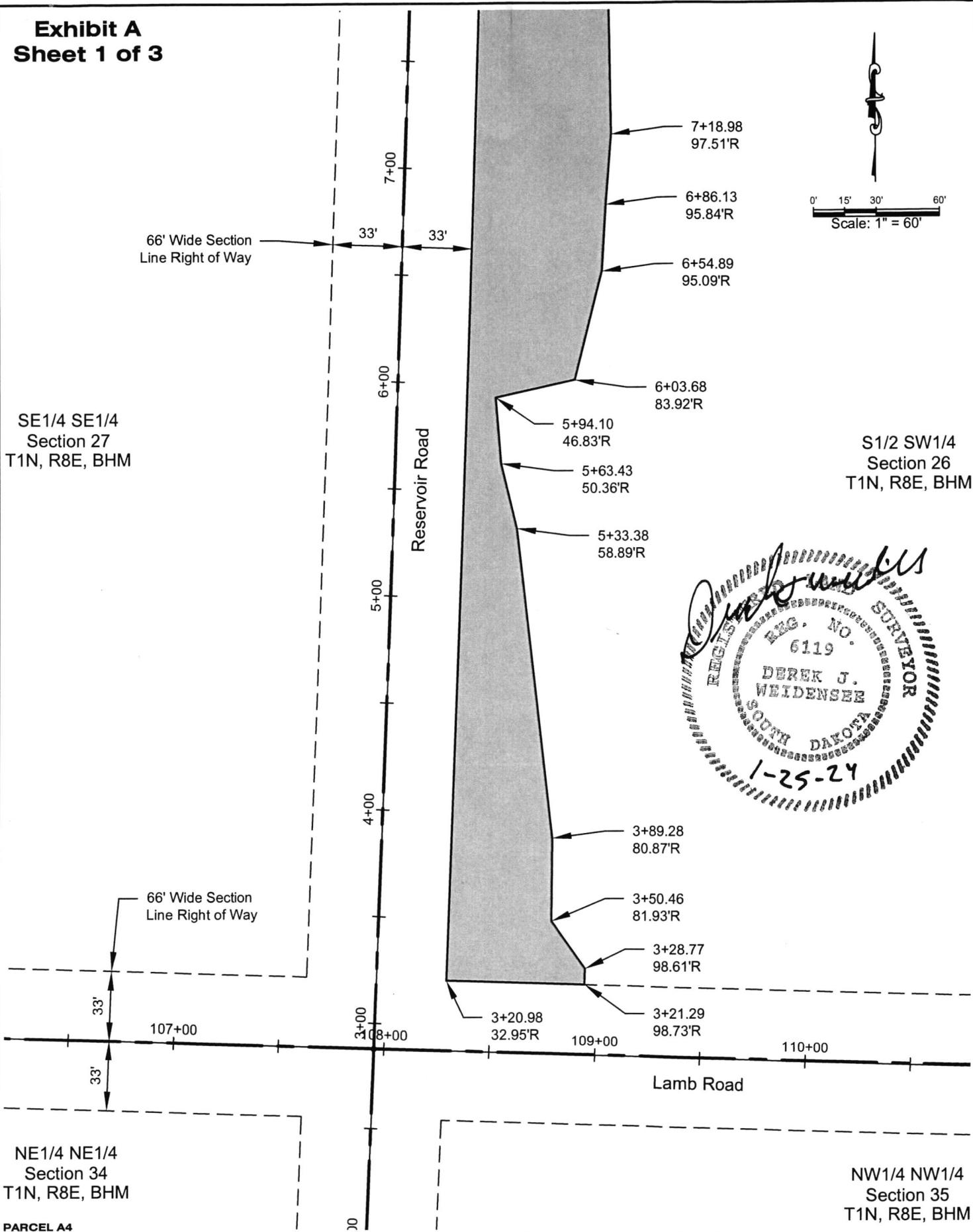
On this the 22 day of December, in the year of 2025, before me, Dana Youngberg, a Notary Public within and for said County and State, personally appeared Steven & Carla Simunek known to me or satisfactorily proven to be the persons described in and who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.



(Notary Seal)

[Signature]
Notary Public **My Commission Expires**
 May 30, 2031
My commission expires: _____

**Exhibit A
Sheet 1 of 3**



Z:\221238.00 SDDOT-Reservoir Rd & Lamb Rd Intersection\CAD\Plats and Easements\221238 Exhibit Parcel A4.dwg - Tuesday, January 23, 2024 8:36:10 AM

Temporary Construction Easement
S1/2 SW1/4 Section 26, T1N, R8E, BHM,
Pennington County, South Dakota

Surveyed By:	FMG
Date:	12/22 - 01/23
Drawn By:	KJS
Checked By:	DW
Location:	SW1/4 SECTION 26
	T1N, R8E, BHM

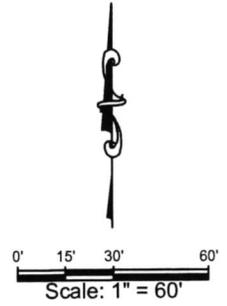


FMG ENGINEERING
 3700 Sturgis Road
 Rapid City, SD 57702
 605.342.4105 • fmgengineering.com

JANUARY 2024

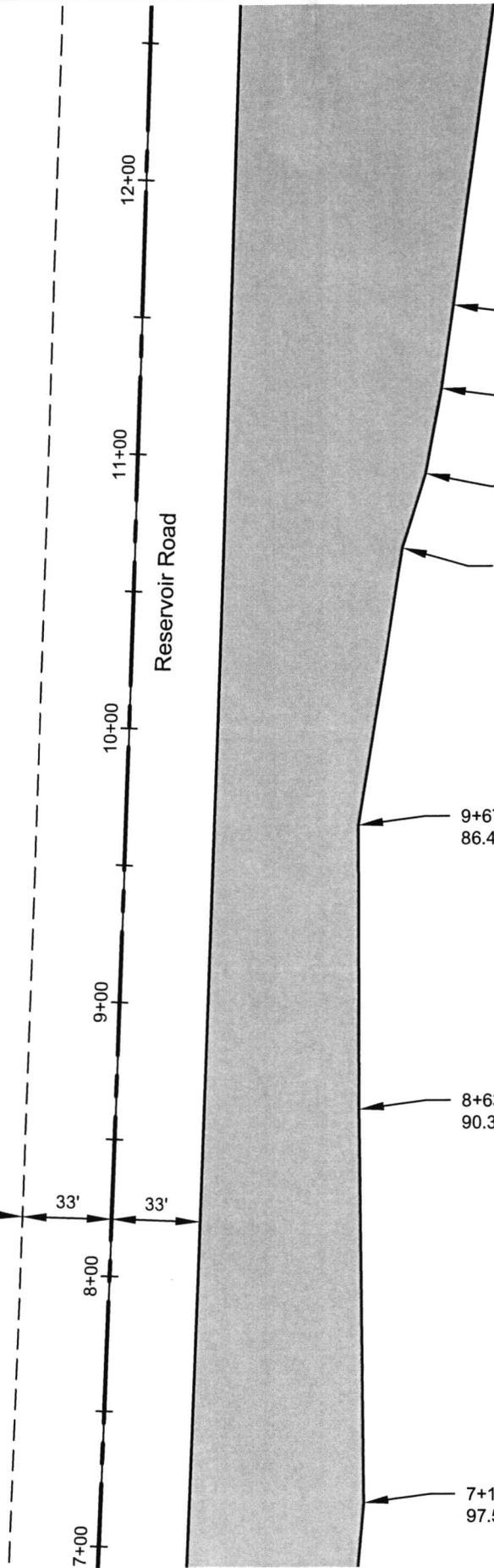
221238

**Exhibit A
Sheet 2 of 3**



SE1/4 SE1/4
Section 27
T1N, R8E, BHM

S1/2 SW1/4
Section 26
T1N, R8E, BHM



11+58.15
115.67'R

11+27.58
112.10'R

10+96.29
107.21'R

10+68.93
99.47'R

9+67.17
86.44'R

8+63.52
90.38'R

7+18.98
97.51'R

66' Wide Section
Line Right of Way

33' 33'



PARCEL A4

Temporary Construction Easement
S1/2 SW1/4 Section 26, T1N, R8E, BHM,
Pennington County, South Dakota

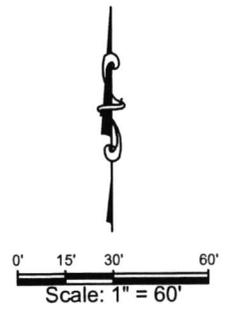
Surveyed By: FMG
Date: 12/22 - 01/23
Drawn By: KJS
Checked By: DW
Location: SW1/4 SECTION 26
T1N, R8E, BHM



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**Exhibit A
Sheet 3 of 3**



Section 1/16 Line



SE1/4 SE1/4
Section 27
T1N, R8E, BHM

S1/2 SW1/4
Section 26
T1N, R8E, BHM

Reservoir Road



16+12.02
32.98'R

16+12.22
149.22'R

15+30.65
141.07'R

14+69.60
129.09'R

12+69.32
127.41'R

66' Wide Section
Line Right of Way

33' 33'

PARCEL A4

Temporary Construction Easement
S1/2 SW1/4 Section 26, T1N, R8E, BHM,
Pennington County, South Dakota

Surveyed By:	FMG
Date:	12/22 - 01/23
Drawn By:	KJS
Checked By:	DW
Location:	SW1/4 SECTION 26
	T1N, R8E, BHM



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Z:\221238.00 SDDOT-Reservoir Rd & Lamb Rd Intersection\CAD\Plats and Easements\221238 Exhibit Parcel A4.dwg - Parcel A4 (3) - Tuesday, January 23, 2024 8:36:25 AM

AGREEMENT FOR RIGHT OF WAY ACQUISITION BY ESTABLISHED PAYMENT

PROJECT NO: PH6637(01) PCN: 08W0 COUNTY/CITY: Pennington PARCEL NO: 3826400001

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 Steven and Carla Simunek, whose postal address is 27535 South Buffalo Gap Rd, Oral, SD, 57766, 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 Temporary Easement 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:

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

Temporary Easement:

2.0 acres/sq. ft. at \$ 100 acres/sq. ft. at \$ 200

Total = \$ 200

Special Conditions: Temp fence needed for cattle. Penn. Co. Hwy can remove temp fence if needed or landowner can. Landowner can keep fence & material.

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 22nd day of December in the year of 2025.

Grantor(s)

City/County of Pennington

By: Steve Simunek

By: [Signature]

Name: [Signature]

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

By: Carla Simunek

Attest:

Name: Carla Simunek

[Signature]
County Auditor/~~City Finance Officer~~

(County City Seal)



[Grantor Acknowledgment Form to Follow]

GRANTOR ACKNOWLEDGMENT

State of South Dakota)
) SS
County of Fall River)

On this the 22 day of December in the year of 2025,
before me, Dana Youngberg, a Notary Public within and for said
County and State, personally appeared Steve Simunek and Carla Simunek
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.

Dana Youngberg
Notary Public

My Commission Expires
May 30, 2031

My Commission Expires: _____

(Notary Seal)

