DOTRW-91 (4-02)

after completion of project; and;

## TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. P 1746(3) PCEMS No. 4530 Parcel No. A5
County Pennington
This AGREEMENT for temporary easement facilities entered into by the undersigned, hereinafter referred to as Grantor, to the City of Rapid City
hereinafter referred to as Grantee, witnesseth:
WHEREAS, the Grantee contemplates the construction, operation and maintenance of highway facilities on the above described project, as described by plans; and;
WHEREAS, a portion of the temporary easement for such highway is located over and across the real property hereinafter described as:
Tract 10A of Rapid City Greenway Tracts, City of Rapid City, Pennington County, South Dakota.
WHEREAS, the Grantor has this date granted permission to enter upon the above described real property to the Grantee, for a total consideration for temporary easements, improvements and damages of: \$ 1.00 ; consisting of \$ 1.00 , for temporary easement, improvements and damages, less \$ 0.00 , for retained salvage.
NOW, THEREFORE, it is expressly covenanted, agreed and understood by the parties hereto, as follows:
(1) This AGREEMENT shall be in full force and effect for a period of 1 year



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practicable in the construction of said highway and left in a neat and workmanlike manner. Said Grantee may enter upon said land and maintain said channel changes necessary for the proper operation of said highway facility during the life of this AGREEMENT; and;

- (7) The Grantor, his heirs, successors or assigns, shall not interfere with or disturb any such above described highway facility or portion thereof, without express approval of the Grantee or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee or its duly authorized representative. The Grantee shall have the right of ingress and egress to enter upon abutting property when necessary to maintain fillslopes, cutslopes and drainage structures until the right of way is no longer used for highway purposes; and;
- (8) The Grantor grants permission to the Grantee to enter upon the above described property to commence construction upon approval of this AGREEMENT with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher processed for payment, the above and foregoing AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_2002\_, and in the witness whereof the Grantor hereunto subscribes by signature.

Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

CITY OF RAPID CITY	
BY:	ATTEST BY:
ITS:	ITS:
	ACKNOWLEDGMENT
STATE OF	) ) SS
COUNTY OF	)
anneared	, in the year 2002, before for said County and State, has personally
known to me to be the person	who described in, and who executed the edged to me that he executed the same.
(SEAL)	Notary Public My Commission Expires:
The above and foregoing AGREEN	MENT approved this day of,

Authorized Representative of City/County