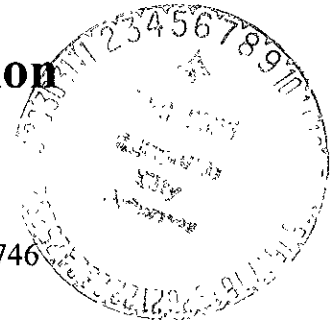


Department of Transportation
Division of Planning/Engineering
Right of Way Program
700 East Broadway Avenue
Pierre, South Dakota 57501-2586 605/773-3746
FAX: 605/773-4249



December 5, 2005

Jason Green, Attorney
City of Rapid City
300 6th St.
Rapid City, South Dakota 57701-2724

**RE: P 1669(07), PCEMS 295R, Haines Avenue from Howard Street to Disk Drive –
Abandonment of Temporary Easements**

Dear Mr. Green:

The above referenced project was accepted and final payment was made on August 16, 2004 and it is now necessary to abandon all of the associated temporary easements.

I am enclosing copies of six (6) temporary easements that were acquired in the name of the City of Rapid City. Because the temporary easements were acquired in the name of the City of Rapid City, it will be necessary for the City to abandon them.

I would appreciate receiving a copy of this abandonment resolution once it has been filed with the Register of Deeds so I have a copy of it for my files. Then I can close this project out.

If you have any questions, please call me at (605)773-6848.

Sincerely,

A handwritten signature in cursive script that reads "Jan Krull".

Jan Krull,
Right of Way Technician
jan.krull@state.sd.us

enc.

DOTF 91 (9-97)

TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. P 1669(07) County Pennington Parcel No. 1
PCEMS No. 295R

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 the highway, as described by proper resolution on file in the office of the County Auditor; and;

WHEREAS, a portion of the temporary easement for such highway is located over and across the real property hereinafter described as:

Lot 1 of Block 2 & one-half of vacated street adjacent thereto in Pine View Subdivision in the 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 of the City of Rapid City, for a total consideration for temporary easements, improvements and damages of:

\$;

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 after completion of project; and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

Included with compensation offer.

(3) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;



TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. P 1669(36) County Pennington Parcel No. 1
PCEMS No. 295R

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 the highway, as described by proper resolution on file in the office of the County Auditor; and;

WHEREAS, a portion of the temporary easement for such highway is located over and across the real property hereinafter described as:

Lot 1 of Block 2 & one-half of vacated street adjacent thereto in Pine View Subdivision in the City of Rapid City.

WHEREAS, the Grantor has this date granted permission to enter upon the above described real property to the Grantee of the City of Rapid City, for a total consideration for temporary easements, improvements and damages of:

~~\$*~~ _____;

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 after completion of project; and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

** Included in Right of Way Agreement.*

(3) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;



DOTRW-91.1 (9-97)

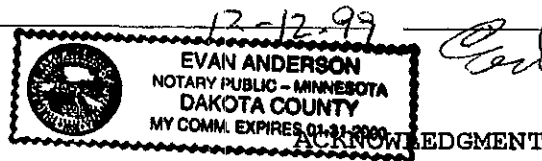
(4) In accordance with the plans and specifications now on file in the office of the Department of Transportation, the Grantee, may use all necessary temporary easements for detour, cutslope, or fillslope from said real property necessary for the proper construction of said highway; that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and make upon such premises such channel changes as are found necessary for the proper construction of said highway, such fillslope, cutslope, detour, or channel change areas are estimated to be _____ acres _____ square feet _____ for this project and payment is included in the amount stated above at the rate of \$ _____ per acre _____ square foot _____. It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded down as smooth as is 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;

(5) 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 of the City of Rapid City or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of the City of Rapid City 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;

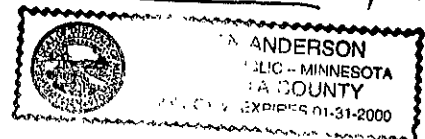
(6) The Grantor grants permission to the Grantee to enter upon the above described property to commence construction upon approval of this AGREEMENT with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher processed for payment, the above and foregoing AGREEMENT is entered into on this 19 day of October, 1999, and in the witness whereof the Grantor hereunto subscribes by signature.

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

George R. Becker Partner Malcolm W. Glad Partner

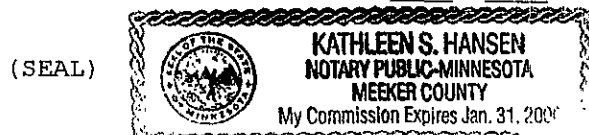


Oct. 20, 1999



STATE OF Minnesota)
COUNTY OF Stearns) SS

On this 19 day of October, in the year 1999, before me a Notary Public within and for said County and State, has personally appeared George R. Becker, Partner, known to me to be the person who described in, and who executed the within instrument and acknowledged to me that he executed the same.



Kathleen S. Hansen
Notary Public
My Commission Expires: Jan. 31, 2000

The above and foregoing AGREEMENT approved this 20 day of October, 1999.

James J. [Signature]
Authorized Representative
Public Works Director

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01/23/2001 12:17p 12 00
Donna M Mayer Misc Real Est

DOTRW-91 (9-97)

TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. P 1669(07) County Pennington Parcel No. 2
PCEMS No. 295R

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 the highway, as described by proper resolution on file in the office of the County Auditor; and;

WHEREAS, a portion of the temporary easement for such highway is located over and across the real property hereinafter described as:

Lot 1 & one-half of vacated street adjacent thereto and Lots 2 & 3 in Block 3 of Pine View Subdivision in the 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 of the City of Rapid City, for a total consideration for temporary easements, improvements and damages of:

\$ 5,401.00;

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 after completion of project; and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

(3) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;

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01/23/2001 12:17p 12.00
Donna M. Mayer Misc Real Est



DOTRW-91.1 (9-97)

(4) In accordance with the plans and specifications now on file in the office of the Department of Transportation, the Grantee, may use all necessary temporary easements for detour, cutslope, or fillslope from said real property necessary for the proper construction of said highway; that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and make upon such premises such channel changes as are found necessary for the proper construction of said highway, such fillslope, cutslope, detour, or channel change areas are estimated to be 1,860 acres square feet X for this project and payment is included in the amount stated above at the rate of \$.35 per acre square foot X. It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded down as smooth as is 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;

(5) 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 of City of Rapid City or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of City of Rapid City 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;

(6) 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 19th day of December, 2000 and in the witness whereof the Grantor hereunto subscribes by signature.

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

Bryce Wilkes

Bryce Wilkes

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON

SS

2000

On this 19th day of December, in the year 2000, before me a Notary Public within and for said County and State, has personally appeared Bryce Wilkes, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

Margaret Paul
Notary Public
My Commission Expires: 6/25/2003

The above and foregoing AGREEMENT approved this 19th day of December, 2000.

Bonnie Higgins
Authorized Representative

EOTRW-91 (9-97)

TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)


Project No. P 1669(07) County Pennington Parcel No. A1
 PCEMS No. 295R

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 the highway, as described by proper resolution on file in the office of the County Auditor; and;

WHEREAS, a portion of the temporary easement for such highway is located over and across the real property hereinafter described as:

Lot C in Lot 1 of Tract B in Control Data Addition in the City of Rapid City, Pennington County, South Dakota.

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 10/18/1999 04 03p 12.00
 Mariys Faber Misc Real Est

WHEREAS, the Grantor has this date granted permission to enter upon the above described real property to the Grantee of the City of Rapid City, for a total consideration for temporary easements, improvements and damages of:
 \$ 1,125.00;

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 after completion of project; and;
- (2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

- (3) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;

TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)


Project No. P 1669(07) County Pennington Parcel No. A2, A4
 PCEMS No. 295R

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 the highway, as described by proper resolution on file in the office of the County Auditor; and;

WHEREAS, a portion of the temporary easement for such highway is located over and across the real property hereinafter described as:

Tract A in Roush Subdivison in the City of Rapid City, Pennington County, South Dakota.

 Book: **81**
 Page: **2565**
R99-16789.0 Page 001 of 002
 10/18/1999 04:03p 12.00
 Marlys Faber Misc Real Est

WHEREAS, the Grantor has this date granted permission to enter upon the above described real property to the Grantee of the City of Rapid City, for a total consideration for temporary easements, improvements and damages of:
 \$ 2,860.00;

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 after completion of project; and;
- (2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

(3) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;

DOTRW-91 (9-97)

TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. P 1669(07) County Pennington Parcel No. A5
 PCEMS No. 295R

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 the highway, as described by proper resolution on file in the office of the County Auditor; and;

WHEREAS, a portion of the temporary easement for such highway is located over and across the real property hereinafter described as:

Lot 2 in Tract B of Control Data Addition in the 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 of the City of Rapid City, for a total consideration for temporary easements, improvements and damages of:

\$ 340.00;

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 after completion of project; and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

(3) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;

