

DOTRW-91 (7-99)

TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. P 1669(42) PCEMS No. 5191 Parcel No. 1
 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:

- Lots 15 & 16 in Block 96 of the Original Townsite of 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, for a total consideration for temporary easements, improvements and damages of: \$ 2,340.00; consisting of \$ 2,340.00, 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 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:

The landowner does wish to salvage the triangular landscape pod with 5 bushes, landscape rock, 36 ft of wood edging, 30 ft. of Concrete curb and drip irrigation system at Sta. 0+452 Rt. And the Lawn irrigation system and parking lot striping at Sta. 0+460 to 0+468.1 Rt. By July 1, 2000.

(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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(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 2,077 square feet for this project and payment is included in the amount stated above at the rate of \$ 0.50 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 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;

(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 17 day of April, 2000, and in the witness whereof the Grantor hereunto subscribes by signature.

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

Mohammed Iqbal
Mohammed Iqbal, President

IQ Development A/K/A North Central Foods Systems

- NO Corporate Seal is available - 4/27/00
TP/for Sunnie Noble Mathes

ACKNOWLEDGMENT

STATE OF CA
COUNTY OF Orange) SS

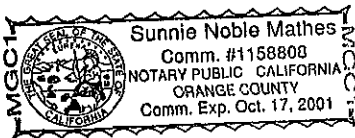
On this 17th day of April, in the year 2000, before me a Notary Public within and for said County and State, has personally appeared Mohammed Iqbal, known to me to be the person who described in, and who executed the within instrument and acknowledged to me that he executed the same.

Sunnie Noble Mathes
Notary Public
My Commission Expires: 10/17/2001

(SEAL)

The above and foregoing AGREEMENT approved this 2 day of May, 2000.

Samuel B. Baker
Authorized Representative of City/County



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