DOTRW-90 (7-99)

RIGHT OF WAY AGREEMENT (CITY/COUNTY)

Project No	IM-NH	90-2 (39) 61	PCEMS	No1	939 I	Parcel No.	2	
County Pe	nnington							
hereinafter r Rapid witnesseth:	referred City	highway right to as Grantor	, to the South	n Dakota	City , herei	inafter ref	erred to as	of Grantee,
facilities on WHEREAS, a	the abo portion	ve described pof the right of t	project, as of way for a	describ	ed by p	plans; and;		
excepting the Pennington Co	erefrom Tounty, Sc	1/4 NE1/4 of Tracts 1 and 2 buth Dakota. tains 0.01 ac	of Discove	ry Subdi	vision,	, City of F	8 East of t apid City,	the B.H.M.

; and; WHEREAS, the Grantor has this date executed and delivered a Highway Use Deed conveying the above described real property to the Grantee.

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 until such highway is abandoned by proper action by the Grantee 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) Conditions relating to temporary easement areas on Grantor's property are contained in a separate Temporary Easement Agreement; and; (4) That the Grantor by deliverance herewith of the properly executed deed conveying the above described property to the Grantee, and upon receipt of payment of the above amount by the Grantor from the Grantee, or its agent, less any deductions necessary to satisfy any liens or encumbrances necessary to guarantee a good and sufficient title to the Grantee, the Grantee shall be released from any claims of damages accruing or alleging to accrue to the adjacent property of the Grantor, his successors or assigns, by virtue of the construction, operation and maintenance of said highway; and; (5) That Grantor, his heirs, successors or assigns, shall not interfere with or disturb any of 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 or egress to enter upon abutting property when necessary to maintain drainage structures until the right of way is no longer used for highway purposes. (6) The Grantor grants permission to the Grantee to enter upon the above described property to commence construction and all foregoing conditions are binding upon the Grantee only upon approval of this AGREEMENT by the Grantee's authorized representative, and in the event said approval is not obtained, this AGREEMENT is null and void and of no (7) NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 6,000 , consisting of \$ 6,000 , for land conveyed, temporary easement, improvements and damages, less \$ 0 , for retained salvage; 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 observation of \$ 6,000 , for retained salvage; 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 witness whereof the Grantor hereunto subscribes by signature. Receipt of an identical copy of this AGREEMENT is hereby acknowledged. Mayor FINANCE OFFICER ACKNOWLEDGMENT STATE OF)SS COUNTY OF On this ______ day of ______, in the year _____, before me a Notary Public within and for said County and State, has personally appeared ______ the person ___who___ described in, and who executed the within instrument and acknowledged to me that he executed the same. Notary Public (SEAL) My Commission Expires:

The above and foregoing AGREEMENT approved this _____ day of ______, _____.

Authorized Representative of City/County