

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(OA) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: D17

This Agreement is made and entered into by and between the County/City of Rapid City acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and SBP, LLC, whose postal address is PO Box 8207, Rapid City, SD 57709, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Lots 4, 5 & 6, Block 14, Schnasse Addition, in the N 1/2, SW 1/4, Sec 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of ~~One Dollar (\$1.00)~~ and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project. Three thousand Dollars (\$3,000.00)

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'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.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the 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 30th day of August in the year 2012.

Legal Name of Donor _____ County/City of _____

SBP LLC

By: Steven Paradis

Name: Steven Paradis

Title: Manager

(Corporate Seal)

County/City of _____

By: _____

Its: County Commission Chairperson/
City Mayor

Attest: _____

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF SD)
COUNTY OF Meade) ss

On this the 30th day of August in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Steve Paradis, who acknowledged himself/herself to be the manager of SBP LLC, a limited liability company, and that he/she, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as manager.

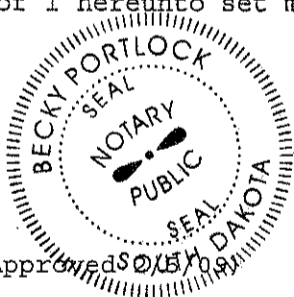
In witness whereof I hereunto set my hand and official seal.

Becky Portlock

Notary Public

My Commission Expires: May 20, 2017

[Notary Seal]



RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774 (0A) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: _____

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet Right of Way Document(s) Right of Way Brochures Other

Call/Visit Number: 1
Time: 11:15 AM/PM Date: 5/4/12
Visit Location: INTERSECTION EAST NORTH/LA CROSSE
List people present during meeting: STEVE PARADIS, TODD PECKOSH, MIKE MAHOONEY (KL&J)

Notes of the Discussion: OWNER OK W/ EASEMENT, BUT REQUESTS COMPENSATION. ADJUST DOCUMENTS TO SHOW BUILDING REMOVED AND CENTER A 32-FOOT DRIVEWAY ON EAST NORTH. MEET IN LATE MAY TO SETTLE WITH OTHER PROPERTIES

Call/Visit Number: 2
Time: 10:00 AM/PM Date: 8/13/12
Visit Location: 610 E. NORTH STREET
List people present during meeting: Steve, Paradis, Todd Peckosh, Sara Odden

Notes of the Discussion: Owner ok with plan changes: 32' drive centered on property. Owner intends to sell property soon. City offered \$3,000 for temp. easement. Owner requested \$8,000. City to discuss and Sara will contact Steve.

Call/Visit Number: 3
Time: _____ AM/PM Date: 8/30/12
Visit Location: KLJ
List people present during meeting: Steve Paradis, Becky Partlock (KL&J)

Notes of the Discussion: Owner agreed to easement depicted and executed the document.

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

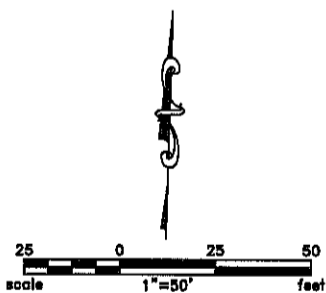
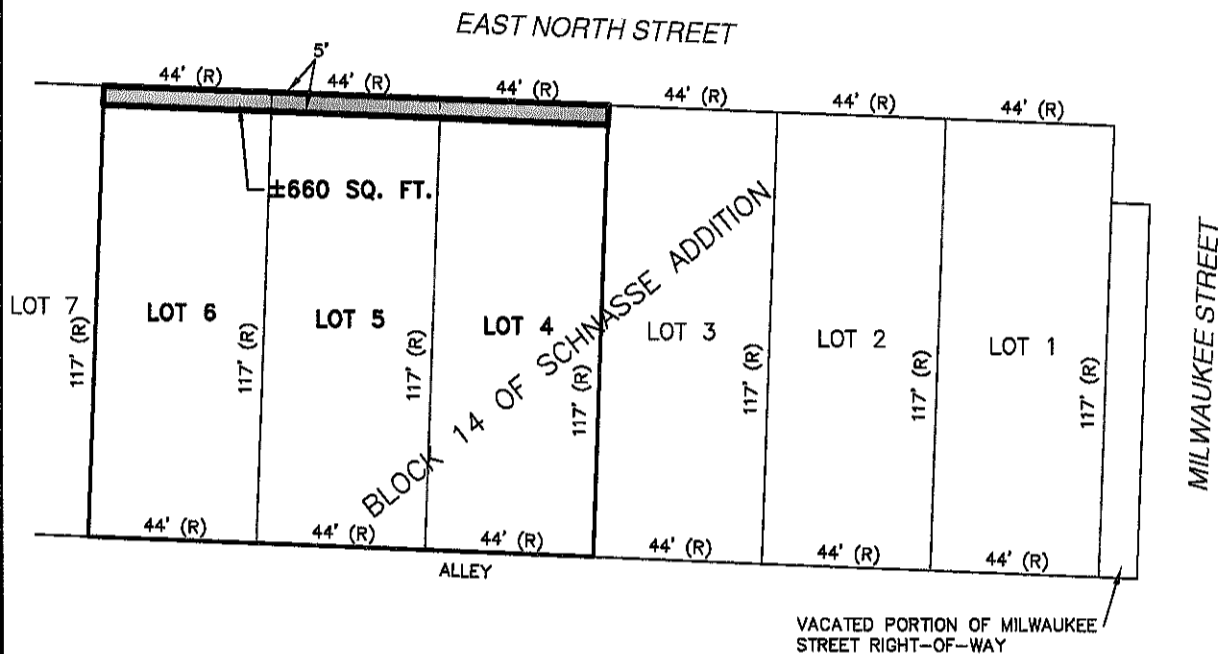
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

EXHIBIT A

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 4, 5 & 6 IN BLOCK 14 OF SCHNASSE ADDITION TO THE CITY OF RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT BOOK NO. 1, PAGE 3.

TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadmas
Lee &
Jackson
Engineers Surveyors Planners