

RESOLUTION 2013-036
PENNINGTON COUNTY

BE IT RESOLVED BY THE RAPID CITY CITY COUNCIL:

THAT, WHEREAS, the City of Rapid City, acting by and through its City Council, has heretofore acquired for highway right of way purposes in connection with the construction of Project IM-NH 90-2(39)61, PCN 1939, in Pennington County, South Dakota, the following Temporary Easements:

S1/2 SE1/4 NE1/4 of Section 28, Township 2 North, Range 8 East of the B.H.M., excepting therefrom Tracts 1 and 2 of Discovery Subdivision, City of Rapid City, Pennington County, South Dakota (recorded December 8, 2006 in Book 164 of Miscellaneous, Pages 6337-6339);

AND, WHEREAS, it has been determined by the Department of Transportation that said property described above is no longer needed or deemed necessary for highway purposes,

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NOW, THEREFORE, BE IT RESOLVED, that the City of Rapid City, acting by and through the Rapid City City Council, that said temporary easements described above, located in Pennington County, South Dakota, is not now or in the future needed or deemed necessary for use in construction or maintenance of highways or for highway purposes, and the same is hereby abandoned.


ADOPTED THIS _____ DAY OF _____, 20__.

RAPID CITY CITY COUNCIL

Mayor

THIS IS TO CERTIFY THAT, this is the true Resolution _____ adopted by the Rapid City City Council, in the City of Rapid City, South Dakota, on _____, 20__ and the undersigned has custody of the same.

Finance Officer


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 Pennington County, South Dakota
 Donna M. Mayer Misc Real Est

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TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. IM-NH 90-2(39)61 PCEMS No. 1939 Parcel No. 2
 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:

The S1/2 SE1/4 NE1/4 of Section 28, Township 2 North, Range 8 East of the B.H.M. excepting therefrom Tracts 1 and 2 of Discovery Subdivision, 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: \$ *; consisting of \$ _____, for temporary easement, improvements and damages, less \$ _____, 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;



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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 6 day of NOVEMBER, 2006, and in the witness whereof the Grantor hereunto subscribes by signature.

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

Mayor
* Tom Shaw

Finance Officer
* James F. Preston

ACKNOWLEDGMENT

STATE OF South Dakota)
) SS
COUNTY OF Pennington)

On this 10 day of NOVEMBER, in the year 2006, before me a Notary Public within and for said County and State, has personally appeared JACI SHAW, Mayor and JAMES F. PRESTON, FINANCE OFFICER known to me to be the person s who ARE described in, and who executed the within instrument and acknowledged to me that they executed the same.

(SEAL)
Jacqueline M. Gibrey
Notary Public
My Commission Expires: 7-15-2012

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

Tom Shaw
Authorized Representative of City/County