

RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name: Fischer Family Limited Partnership II LLP Project No. 11-1926
Address: PO Box 523 PCN No. X020
Rapid City SD 57709 Parcel No. PE 2
County/City Rapid City

This Agreement is entered into this _____ day of _____ for highway right-of-way and facilities, by and between Fischer Family Limited Partnership II, LLP, hereinafter referred to as "Grantor," and City of Rapid City County/City, acting by and through its County/City Board of Commissioners, hereinafter referred to as "Grantee";

RECITALS:

1. Grantee contemplates the construction, operation, and maintenance of a county highway/city street as described by resolution on file in the County Auditor/City Finance Office, and as designated by the above project number; and
2. A portion of the right-of-way for such highway is located over and across the real property hereinafter described as:

Legal Description: A portion of Lot 12 less Lot H1 and PE 1 of Block 1 of Rainbow Addition located in the SE 1/4 NE 1/4 Section 11, T1N, R7E, of the Black Hills Meridian, Rapid City, Pennington County, SD as shown on Exhibit PE 2

NOW, THEREFORE, the parties hereto agree and understand as follows:

1. This Agreement shall be in full force and effect until such highway is abandoned by proper action of the Grantee.
2. The following special agreements, mutually agreed upon by and between the parties, are incorporated herein and hereby made a part of this Agreement:
 - a. Permanent Utility Easement prepared by City of Rapid City Attorney's office attached to this Agreement.
 - b. _____
 - c. _____

3. The Grantor has executed and delivered a Permanent Utility Easement (PEM) ~~deed~~ conveying the above described real property to Grantee for a total consideration in the amount of \$ 4538. Total consideration consists of \$ 4538.00 for land conveyed, temporary easement(s), and damages, less \$ _____ for retained salvage value.

4. The Grantor, by delivering to Grantee the properly executed Permanent Utility Easement ~~deed~~ conveying the above described property to the Grantee, and upon Grantor's receipt of payment of the above amount, less any deduction necessary to satisfy any lien or encumbrance necessary to guarantee a good and sufficient title to the Grantee, releases the Grantee from any claims or damages accruing or alleged to accrue to the adjacent property because of construction, operation, or maintenance of said highway.

5. The Grantor, Grantor's heirs, successors, or assigns, shall not interfere with or disturb any of the above described highway facilities or portion thereof, without the Grantee's, or Grantee's duly authorized representative's approval

