



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

PMB 2020
JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
www.state.sd.us/denr

August 7, 2003

Jeff Marino
City of Rapid City
Planning Department
300 Sixth Street
Rapid City, SD 57701-2724

Dear Jeff Marino:

Enclosed with this letter is a copy of the Temporary Easement between the Black Hills Federal Credit Union and the Department of Environment and Natural Resources. Note section 2 relates to the use of parking spaces at the Black Hills Federal Credit Union's business next to the proposed site. The temporary easement should meet the city's parking requirements in the SDCL 11-6-19 Review.

If you have questions on the information in this letter please contact me at 605-773-6038.

Sincerely,

Brad Schultz
Senior Scientist
Air Quality Program

Enclosure

RECEIVED

AUG 12 2003

**Rapid City
Planning Department**

TEMPORARY EASEMENT AGREEMENT

This AGREEMENT for temporary easement rights entered into by and between the Black Hills Federal Credit Union, 225 Main Street, Rapid City, SD 57709-1420 hereafter referred to as the GRANTOR and the STATE through its Department of Environment and Natural Resources, hereinafter referred to as the STATE, Witnesseth;

WHEREAS, the STATE has been delegated the air quality program from the Environmental Protection Agency and is required to operate an air monitoring network of sampling sites in the state to protect the health and welfare of it's citizens from dangerous levels of air pollutants; and;

WHEREAS, a temporary easement is necessary for the operation of an air monitoring site in western part of Rapid City, is located on the real property hereinafter described as:

Credit Union Air Monitoring Site:

Lot B of Lot 2 of Tract A, Owen Mann Subdivision,
Section 33, Township 2 North, Range 7 East, Black Hills
Meridian, Rapid City, Pennington County, South Dakota
(See Attached Plot Map of the Proposed Monitoring Area)

NOW, THEREFORE, it is expressly agreed and understood by the parties hereto that:

(1) The GRANTOR grants permission to the STATE, its agents, representatives and assigns or any Contractor employed by the STATE to enter upon the above described property and to use all designated temporary easement areas for air monitoring activities upon approval of this AGREEMENT with the understanding that such permission for entry shall terminate three years and 8 months after the start of the project. The temporary easement area is estimated to be:

0.172 acres at \$ 1,200.00 per year

It is agreed and understood that all areas inside of security fenced area will be maintained as practicable and left in a neat and workmanlike manner by the STATE; and;

(2) Allow STATE personnel and/or designee the use of parking space located on the GRANTOR's adjoining property.; and;

(3) At the termination of this easement, the air monitoring station and all equipment related thereto will be removed and the property restored to its original condition at no expense to the GRANTOR.; and;

(4) The GRANTOR, his heirs or assigns shall not interfere with nor disturb the facilities constructed upon the temporary easement area without the written approval of the STATE; and;

(5) All foregoing conditions are binding upon the STATE only upon approval of this AGREEMENT by the STATE'S authorized representative and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and;

(6) The GRANTOR understands and agrees that if there are liens, mortgages or other encumbrances against the above-described real property, the holder of such lien, mortgage or encumbrance may be named as co-payee on any payment to be made pursuant to this Agreement.

(7) Upon receipt of possession of the subject property, STATE and/or its agents and contractors shall be entitled to enter upon the property for purposes of operating and maintaining an air monitoring site.

(8) This easement may be terminated by either party after thirty days written notice of intent to terminate. In the event of termination by the GRANTOR, the GRANTOR shall return to the state the prorata portion of the consideration paid by the state, based upon the portion of the term remaining under the easement after the termination.

NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 4,400.00 for temporary easement, improvements and damages, which it is understood and agreed will be paid as soon as all required documents and releases are properly signed and received by the STATE and a voucher processed for payment, the above and foregoing AGREEMENT is entered into on this 27 day of May, 2003.

and in the witness whereof the GRANTOR hereunto subscribes by signature.

T.D. Anderson, Vice President Operations

Tom Anderson
Black Hills Federal Credit Union
605-343-0891

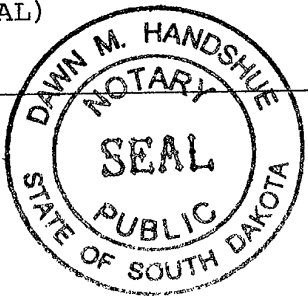
ACKNOWLEDGMENT

STATE OF South Dakota)
)SS
COUNTY OF Pennington)

On this 27th day of May, in the year - 2003, before me, a Notary Public within and for said County and State, has personally appeared Thomas D. Anderson, 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.

Dawn M. Handshue
(SEAL)

Notary Public
My Commission Expires:



My Commission Expires June 27, 2006

