

# Department of Transportation Division of Planning/Engineering

Right of Way Program

700 East Broadway Avenue Pierre, South Dakota 57501-2586 FAX: 605/773-4249

605/773-3746

3746

December 5, 2005

Jason Green, Attorney City of Rapid City 300 6<sup>th</sup> St. Rapid City, South Dakota 57701-2724

RE: P 1669(07), PCEMS 295R, Haines Avenue from Howard Street to Disk Drive – Abandonment of Temporary Easements

Dear Mr. Green:

The above referenced project was accepted and final payment was made on August 16, 2004 and it is now necessary to abandon all of the associated temporary easements.

I am enclosing copies of six (6) temporary easements that were acquired in the name of the City of Rapid City. Because the temporary easements were acquired in the name of the City of Rapid City, it will be necessary for the City to abandon them.

I would appreciate receiving a copy of this abandonment resolution once it has been filed with the Register of Deeds so I have a copy of it for my files. Then I can close this project out.

If you have any questions, please call me at (605)773-6848.

Sincerely,

Jan Krull,

Right of Way Technician jan krull@state.sd.us

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enc.

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Marlys Faber Misc Real Est

## TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No.	P 1669(07)	County	Pennington	Parcel No.	1
				PCEMS No.	295R
hereinafter hereinafter WHEREAS, t highway, as and; WHEREAS, a	EMENT for temporary eas referred to as Grantor referred to as Grantee the Grantee contemplate described by proper reportion of the tempor perty hereinafter described	, to the _ , witnesse s the cons solution o ary easeme	City of th: truction, operat n file in the of	E Rapid Ci	enance of the county Auditor;
	ock 2 & one-half of vac Rapid City, Pennington			eto in Pine Vi	ew Subdivision in
NOW, THERE hereto, as in completion of (2) That to parties here	AGREEMENT shall be in for project; and; the following special a eto are made a binding	the City easements, convenante full force greements part of the	of Rapid City improvements and, agreed and unand effect for a mutually agreed is AGREEMENT:	nd damages of: nderstood by t a period of 1	, for a he parties year after
A Incli	uded with em	pensal	in offer.		



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- (4) In accordance with the plans and specifications now on file in the office of the Department of Transportation, the Grantee, may use all necessary temporary easements for detour, cutslope, or fillslope from said real property necessary for the proper construction of said highway; that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and make upon such premises such channel changes as are found necessary for the proper construction of said highway, such fillslope, cutslope, detour, or channel change areas are estimated to be 4.731 acres square feet  $\chi$  for this project and payment is included in the amount stated above at the rate of \$ .35 per acre square foot  $\chi$  . It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded down as smooth as is 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;
- (5) 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 of City of Rapid City or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of City of Rapid City 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;
- (6) 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 7th day of September, 19 97, and in the witness whereof the Grantor hereunto subscribes by signature.

wreness whereof the Grantof hereanto subscribes by signature.
Receipt of an identical copy of this AGREEMENT is hereby acknowledged.
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ACKNOWLEDGMENT
STATE OF Minnesota )
COUNTY OF Stearns ) ss
On this
David Rose, Partner and Robert Ross, Partner, known to me to be the person who described in, and who executed the within instrument and
acknowledged to me that have executed the same.
KATHLEEN S. HANSEN NOTARY PUBLIC-MINNESOTA  Kathleen S. Hansen
(SEAL) MEEKER COUNTY Notary Public  My Commission Expires:
The above and foregoing AGREEMENT approved this 20 day of Other, 19 96.  Authorized Representative
Public Winh Director

Book 82 Page: 5153 **82** 011006-13

- 1154.0 Page 001 of 002

01/27/2000 01:36p 12 00 Misc Real Est Marlys Faber

DOTRW-91 (9-97)

# TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No.	P 1669(36)	County _	Pennington	Parcel No.	1
				PCEMS No.	295R
hereinafter hereinafter WHEREAS, t highway, as and; WHEREAS, a	MENT for temporary e referred to as Grant referred to as Grant he Grantee contempla described by proper portion of the temp perty hereinafter de	or, to the ee, witness tes the conresolution orary easem	City seth: astruction, open on file in the	of Rapid City cation and mainte	enance of the ounty Auditor;
Lot 1 of Blo the City of	ck 2 & one-half of v Rapid City.	acated stre	eet adjacent the	ereto in Pine Vie	ew Subdivision in
NOW, THERE hereto, as for (1) This A completion (2) That to parties here	the Grantor has this by to the Grantee of deration for temporar;  FORE, it is expresslution for shall be in of project; and; the following special eto are made a binding led in Right of	the City of y easements y convenant full force agreements q part of t	of Rapid City  s, improvements  ed, agreed and  and effect for  s mutually agree  this AGREEMENT:	and damages of: understood by the	, for a ne parties year after



R00- 1154.0 Page 002 of 002 01/27/2000 01:36p DOTRW-91.1 (9-97) Marlys Faber Misc Real Est (4) In accordance with the plans and specifications now file in the office of the Department of Transportation, the Grantee, may use all necessary temporary easements for detour, cutslope, or fillslope from said real property necessary for the proper construction of said highway; that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and make upon such premises such channel changes as are found necessary for the proper construction of said highway, such fillslope, cutslope, detour, or channel change areas are estimated to be \_\_\_\_\_ acres \_\_\_ square feet \_\_\_ for this project and payment is included in the amount stated above at the rate of \$\_\_\_\_\_ per acre \_\_\_ square foot \_\_\_\_. It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded down as smooth as is 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; (5) 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 of the City of Rapid City or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of the City of Rapid City 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;

(6) 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 19 day of October, 19 99, and in the witness whereof the Grantor hereunto subscribes by signature.

Receipt of an identical copy of this AGREEMENT is hereby acknowledged. EVAN ANDERSON NOTARY PUBLIC - MINNESOTA DAKOTA COUNTY MY COMM. EXPIRES Q1-31-700WI ANDERSON EDGMENT 13LIC - MINNESOTA A COUNTY Minnesota 24. Chy (EXPIPES 01-31-2000 STATE OF SS Stearns COUNTY OF

On this October day of \_\_\_\_, in the year  $19_{9}$ , before me a Notary Public within and for said County and State, has personally appeared George Partner , known to me to be the person described in, and who executed the within instrument and who acknowledged to me that he executed the same.

(SEAL)



Notary Public My Commission Expires:

The above and foregoing AGREEMENT approved this

Authorized Representative

Public Works liveton

DOTRW-91 (9-97)

R01- 880.0 Page 001 of 002 01/23/2001 12:17p 12 00 Donna M Mayer Misc Real Est

# TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No.	P 1669(07)	County _	Pennington	Parcel No	· 2
				PCEMS No	). 295R
	MENT for temporary ear referred to as Granto				
hereinafter WHEREAS, t	referred to as Grante he Grantee contemplat described by proper a	ee, witness les the cor	seth: nstruction, oper	ation and mair	ntenance of the
and; WHEREAS, a	portion of the tempor perty hereinafter des	orary easer	ment for such hi		
	half of vacated stree in the City of Rapid				ock 3 of Pine View.
real propert	the Grantor has this of the Grantee of leration for temporary	the Cit	y of Rapid City		, for a
NOW, THERE	FORE, it is expressly	y convenant	ted, agreed and	understood by	the parties
	collows: AGREEMENT shall be in of project; and;	full force	e and effect for	a period of 3	year after
(2) That t	the following special to are made a binding	agreements g part of	s mutually agree this AGREEMENT:	ed upon by and	between the



DOTRW-91.1 (9-97)

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(4) In accordance with the plans and specifications now on file in the office of the
Department of Transportation, the Grantee, may use all necessary temporary easements for
detour, cutslope, or fillslope from said real property necessary for the proper
construction of said highway; that said Grantee, its agents, representative, assigns or
any Contractor employed by the Grantee, may enter upon the above described premises owned
by the Grantor and make upon such premises such channel changes as are found necessary for
the proper construction of said highway, such fillslope, cutslope, detour, or channel
change areas are estimated to be $1,860$ acres square feet $\chi$ for this project and
payment is included in the amount stated above at the rate of \$ .35 per acre
square foot X. It is further agreed and understood by the Grantor that any additional
temporary easement area necessary for the proper completion of the facility may also be so
used and the additional area will be measured and paid for separately at the same rate
herein stated. It is agreed and understood that all the areas used shall be sloped and
graded down as smooth as is 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;
and the second s

(5) 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 of City of Rapid City or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of City of Rapid City 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;

Meceipt of an identical copy of this AGREE	MENT/s hereby acknowlegged.
Dune Wille	Music Wille
	1 Superior

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ACKNOWLEDGMENT	
STATE OF SOUTH DAKOTA, )) SS	
On this 19th day of December , in the year ** , before me a Notary Public withInAand for said County and State, has personally appeared Bryce Wilkes , known to me to be	_
the person who is described in, and who executed the within instrument and acknowledged to me that he executed the same.	
(SEAL)  Manager to The Land My Commission Expires: 6/25/2003	<b>-</b>
The above and foregoing AGREEMENT approved this 19th day of December , 2000	<u>.</u>

#### TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No.	P 1669(07)	County	Pennington	Parcel No.	Al
				PCEMS No.	295R
	EMENT for temporary referred to as Gra				
hereinafter	referred to as Grantee contemp	antee, witness	eth:		
highway, as and;	described by proper	er resolution	on file in the	office of the C	ounty Auditor;
the real pro	operty hereinafter	described as:			
Lot C in Lot County, Sout	t l of Tract B in (	Control Data A	ddition in the	City of Rapıd C	ity, Pennington
- <b>16788.0 Page</b> 1/1999 04 03p	Book: 81 Page: 2563 : 001 of 002 12.00 Isc Real Est				
real propert total consid \$ 1,125.00	the Grantor has the cy to the Grantee of deration for temporal control of the control of the cycle of the cyc	of the Cit rary easements	y of Rapid Cit , improvements	y and damages of:	, for a
hereto, as f		<b>4</b>	. ,	1	

- (1) This AGREEMENT shall be in full force and effect for a period of 1 year after completion of project; and;
- (2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

DOTRW-91.1 (9-97)



Misc Real Est Marlys Faber (4) In accordance with the plans and specifications now on file in the office of the Department of Transportation, the Grantee, may use all necessary temporary easements for detour, cutslope, or fillslope from said real property necessary for the proper construction of said highway; that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and make upon such premises such channel changes as are found necessary for the proper construction of said highway, such fillslope, cutslope, detour, or channel change areas are estimated to be 2.067 acres square feet  $\chi\chi$  for this project and payment is included in the amount stated above at the rate of \$ 35 per acre square foot xx. It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded down as smooth as is 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; (5) 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 of <u>City of Rapid City</u> or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of <u>City of Rapid City</u> 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; (6) 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 voyther processed for payment, the above and foregoing AGREEMENT is entered into on this day of his is entered in the witness whereof the Grantor hereunto subscribes by signature. eipt of ah identical copy of this AGREEMENT is hereby acknowledged. ACKNOWLEDGMENT STATE OF South Dakota COUNTY OF Minnehaha ) SS On this 30th day of August, in the year 1999, before me a Notary Public within and for said County and State, has personally appeared Todd G. Porter , known to me to be who described in, and who executed the within instrument and the person acknowledged to me that \_\_he\_ executed the same. Leann L. Ray NOTARY PUBLIC SEAD SOUTH DAKOTA Notary Public My Commission Expires: The above and foregoing AGREEMENT approved this

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## TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No.	P 1669(07)	County _	Pennington	Parcel No. PCEMS No.	
hereinafter hereinafter WHEREAS, highway, as and; WHEREAS,	EMENT for temporary referred to as Gra referred to as Gra the Grantee contemp described by prope a portion of the temperty hereinafter	ntor, to the ntee, witness lates the corer resolution	City seth: nstruction, ope on file in the	of Rapid Citeration and mainter office of the Co	enance of the ounty Auditor;
Tract A in 1	Roush Subdivison in Book: 81 Page: 2565 Pe 001 of 002			ennington County,	South Dakota.
WHEREAS, real proper total considers 2,860.00 NOW, THER hereto, as (1) This completion (2) That	the Grantor has thi ty to the Grantee o deration for tempor ; EFORE, it is expres	the Citary easements ssly convenant in full force al agreements	cy of Rapid Cit s, improvements ced, agreed and e and effect fo s mutually agre	y and damages of: d understood by the or a period of 1 years.	e parties



DOTRW-91.1 (9-97)

Marlys Faber Misc Real Est (4) In accordance with the plans and specifications now on file in the diffice of the Department of Transportation, the Grantee, may use all necessary temporary easements for detour, cutslope, or fillslope from said real property necessary for the proper construction of said highway; that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and make upon such premises such channel changes as are found necessary for the proper construction of said highway, such fillslope, cutslope, detour, or channel change areas are estimated to be 4.314 acres square feet  $\chi$  for this project and payment is included in the amount stated above at the rate of \$ .35 per acre square foot  $\chi$ . It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded down as smooth as is 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; (5) 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 of <u>City of Rapid City</u> or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of <u>City of Rapid City</u> or its duly authorized representative. The Grantee shall have the right of ingress and egress to enter upon abutting property when or its duly authorized representative. The necessary to maintain fillslopes, cutslopes and drainage structures until the right of way is no longer used for highway purposes; and; (6) 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 identical opy of this AGREEMENT is hereby acknowledged. ACKNOWLEDGMENT STATE OF Wisconsin Public Within and for said County and State, has personally appeared known to me to be " who described in, and who executed the within instrument and person 🖫 acknowledged to me that \_\_\_he \_\_executed the same. (SEAL) Notary Public ssion Expires: The above and foregoing AGREEMENT approved this Remresentative

The above and foregoing AGREEMENT approved this

DOTRW-91 (9-97)

01/04/2000 12.54p 12.00 Marlys Faber Misc Real Est

# TEMPORARY EASEMENT AGREEMENT (CITY/COUNTY)

Project No. P 1669(07)	County	Pennington	Parcel No.	A5
			PCEMS No.	295R
This AGREEMENT for temporary east nereinafter referred to as Granton nereinafter referred to as Grantee WHEREAS, the Grantee contemplate nighway, as described by proper re and; WHEREAS, a portion of the temporate real property hereinafter describe	c, to the e, witnesses the conesolution cary easer	City seth: nstruction, oper on file in the	of <u>Rapid City</u> ation and mainte office of the Co	nance of the unty Auditor;
Lot 2 in Tract B of Control Data <i>F</i> South Dakota.	Addition	in the City of R	apid City, Penni	ngton County,
WHEREAS, the Grantor has this dareal property to the Grantee of total consideration for temporary 340.00	easement convenan full forc	of Rapid City s, improvements ted, agreed and e and effect for s mutually agree	and damages of: understood by th a period of 1 y	, for a e parties ear after



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(4) In accordance with the plans and specifications now on file in the office of the Department of Transportation, the Grantee, may use all necessary temporary easements for detour, cutslope, or fillslope from said real property necessary for the proper construction of said highway; that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and make upon such premises such channel changes as are found necessary for the proper construction of said highway, such fillslope, cutslope, detour, or channel change areas are estimated to be 684 acres square feet x for this project and payment is included in the amount stated above at the rate of \$ .35 per acre square foot It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded down as smooth as is 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;  (5) 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 of Rapid City, SD or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee of Rapid City, SD or its duly authorized representative. The Grantee of Rapid City, SD or its duly authorized representative. The Grantee of Rapid City, SD or its duly authorized representative. The Grantee of Rapid City, SD or its duly authorized approver then necessary to maintain fillslopes, cut
Receipt of an identical copy of this AGREEMENT is hereby acknowledged for free free free free free free free
growant, granta
STATE OF California  COUNTY OF Orange  ACKNOWLEDGMENT  ACKNOWLEDGMENT  SS  LORELIE MORALES  COMM # 1164288  NOTARY PUBLIC - CALIFORNIA III ORANGE COUNTY  My Commission Expires Dec. 5, 2001  My Commission Expires Dec. 5, 2001
On this 15th day of Delember, in the year 19 99, before me a Notary Public within and for said County and State, has personally appeared, 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.
(SEAL)  Notary Public  My Commission Expires: 1/5/99
The above and foregoing AGREEMENT approved this 30 day of Dec 1999.
The above and foregoing Agreement approved this 23 day of Second 19 Grant Authorized Representative  Authorized Representative  Luli Wall