

DOTRW-91 (4-02)

**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;

(2) All fences existing within the temporary easement area shall become the property of and shall be disposed of by the Grantee if not salvaged by the Grantor prior to being cleared by the Grantee. A temporary fence will be provided where necessary to retain livestock when the Contractor clears the existing fence. This fence is the property of the Contractor and he will remove it after the permanent fence has been placed. The Grantee will not be responsible for retention of livestock when the Grantor salvages the fence. Permanent fence constructed within interstate highway right of way will remain the property of and will be maintained by the Grantee whereas all other permanent fence constructed becomes the property of and is to be maintained by the Grantor; and;

(3) Any existing fence so removed will \_\_\_\_\_ will not \_\_\_\_\_ N/A \_\_\_\_\_ be replaced by the Grantee with one of its standard fences that conforms as nearly as possible to the existing fence. Any fence provided will be no less than a four strand barb wire fence. Type \_\_\_\_\_ fence will be provided; and;

(4) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

*\* Compensation For Temporary Easement is included  
in Right of Way Agreement*

(5) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;

(6) In accordance with the plans and specifications now on file in the office of the Department of Transportation, 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 use all designated temporary easement areas 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

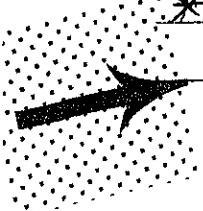
practicable in the construction of said highway and left in a neat and workmanlike manner. Said Grantee may enter upon said land and maintain said channel changes necessary for the proper operation of said highway facility during the life of this AGREEMENT; and;

(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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and in the witness whereof the Grantor hereunto subscribes by signature.

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

Mayor \_\_\_\_\_ Finance Officer \_\_\_\_\_  
\* \_\_\_\_\_ \*



**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, 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: \_\_\_\_\_

The above and foregoing AGREEMENT approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Authorized Representative of City/County