

DOTRW-69 (4-02)

TEMPORARY EASEMENT AGREEMENT

Project No. P 0044(52)50 PCEMS No. 6437 Parcel No. A10
County Pennington

This AGREEMENT for temporary easement rights entered into by the undersigned, hereinafter referred to as the GRANTOR, and the STATE OF SOUTH DAKOTA acting by and through its Department of Transportation, hereinafter referred to as the STATE, Witnesseth;

WHEREAS, the STATE contemplates the construction, operation and maintenance of highway facilities on the above described project as provided for by the Law; and;

WHEREAS, a portion of the temporary easement necessary for the proper completion of such highway facilities, as designated by plans on file at the Department of Transportation, is located over and across the real property hereinafter described as:

- Government Lot 2, less the Railroad Right-of-Way in Section 19, Township 1 North, Range 9 East of the B.H.M., Pennington County, South Dakota.

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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 detour, cutslope, fillslope or drainage channel purposes upon approval of this AGREEMENT with the understanding that such permission for entry shall terminate one year after the construction of the project has been completed. The temporary easement area is estimated to be:

0.35 acres/sq. ft. at \$ 360.⁰⁰ per acre/sq. ft.
 _____ acres/sq. ft. at \$ _____ per acre/sq. ft.
 _____ acres/sq. ft. at \$ _____ per acre/sq. ft.
 _____ acres/sq. ft. at \$ _____ per acre/sq. ft.

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 areas used will be sloped and graded as smooth as practicable and left in a neat and workmanlike manner; and;

(2) All fences existing within the temporary easement area shall become the property of and shall be disposed of by the STATE if not salvaged by the GRANTOR prior to being cleared by the STATE. The STATE will not be responsible for retention of livestock when the GRANTOR salvages the fence. 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. Permanent fence constructed within interstate highway right of way will remain the property of and will be maintained by the STATE 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 STATE 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 2 fence will be provided; and;

(4) The STATE will pay for crop damage within the temporary easement area caused by the STATE, its agents, representatives and assigns or any Contractor employed by the STATE only when such crop has been planted prior to the time survey stakes are set to outline the temporary easement area except that crop damage will not be paid for alfalfa or other perennial grass being used for pasture. The amount of crop damage to be paid will be based on the area damaged, the percent of damage, the average yield on adjoining fields and the market price at the time of harvest less a predetermined harvesting cost; and;

N/A

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(5) The GRANTOR is allowed to retain for their salvage value, the following buildings or improvements which are considered to be part of the real property, including fixtures, removable building equipment and any trade fixtures, provided they are removed from the above described real property by the _____ day of _____, _____ unless a removal date extension is granted in writing by the STATE. Items being retained and their salvage value are:

(6) The following mutually agreed upon special conditions are made a binding part of this AGREEMENT:

- The City of Rapid City will need Temporary Fencing during the Construction as they have cattle in this Parcel.

; and;

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(7) 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;

(8) 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;

(9) 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.

NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 300.⁰⁰ 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 _____ day of _____, _____, and in the witness whereof the GRANTOR hereunto subscribes by signature.

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

City of Rapid City
By: _____
Its: Mayor
By: _____
Its: 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 _____, _____.

Right of Way Authorized Representative

If you wish to retain, for their salvage value, any of your buildings or improvements which are considered to be a part of the real property, including building equipment and any trade fixtures, you may do so provided any such retained buildings and/or improvements are removed from the above described real property and related temporary easement areas by the _____ day of _____, _____ unless a removal date extension is granted in writing by an authorized representative of the South Dakota Department of Transportation.

(a) Items which are considered property of the owner that may be retained and their salvage value are: *N/A*

(b) Items which are considered property of the tenant or lessee that may be retained and their salvage value are: *N/A*

The following are separately held interests of the owner or tenant/lessee, which are within the limits of the above described real property and related temporary easement, that are not being acquired: *N/A*

Information in regard to how your property was appraised, how it is to be acquired, your various rights in case you feel you are unable to accept the State's offer, and any incidental payments you may be entitled to are contained in the "Better Roads Brochure" which the Agent will deliver to you with this offer. The Agent will also explain the procedures used and answer any questions you may have in connection with the acquisition of your property for highway purposes.

THIS IS JUST A WRITTEN OFFER AND STATEMENT OF JUST COMPENSATION. SIGNATURE BY THE OWNER DOES NOT BIND NOR REQUIRE HIM/HER TO ACCEPT THE COMPENSATION SHOWN IF (S)HE DOES NOT CHOOSE TO, IT ONLY INDICATES THAT (S)HE RECEIVED THE INFORMATION CONTAINED HEREIN.

I CERTIFY THAT, on this 24th day of October, 2006, a copy of this Document and a copy of the "Better Roads Brochure" was delivered to me by the undersigned Agent.

[Handwritten Signature]

Signature of Owner

[Handwritten Signature]

Signature of Agent

I CERTIFY THAT, on this _____ day of _____, _____, a copy of this Document and a copy of the "Better Roads Brochure" was delivered by me to the above named landowner and that (s)he refused to sign this Document.

Signature of Agent