

RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name: THE DAKOTA DISTRICT OF THE WESLEYAN CHURCH  
Address: PO BOX 9212  
RAPID CITY, SD, 57709

Project No. P 1648 (G3)  
PCN No. H 021  
Parcel No. 1 THRU 5  
County/City RAPID CITY

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for highway right-of-way and facilities, by and between THE DAKOTA DISTRICT OF THE WESLEYAN CHURCH, 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: LOTS 10 THRU 13 AND LOT F, ALL OF BLOCK 2 OF MACARTUR SUBDIVISION, LOCATED IN THE SE 1/4 OF SECTION 25, T2N, R7E, B3M, RAPID CITY, PENNINGTON COUNTY, SD

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. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
- 3. The Grantor has executed and delivered a QUIT CLAIM deed conveying the above described real property to Grantee for a total consideration in the amount of \$ 32,998.00. Total consideration consists of \$ 32,998.00 for land conveyed, temporary easement(s), and damages, less \$ 0 for retained salvage value.
- 4. The Grantor, by delivering to Grantee the properly executed 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

and then only to the extent and under the conditions as designated by the Grantee or Grantee's duly authorized representative.

6. 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 is processed for payment.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date written above.

Grantor Isaac Smith County/City of \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Isaac Smith President Its: County Commission Chairperson/  
City Mayor

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
County Auditor/City Finance Officer

[County/City Seal]

GRANTOR ACKNOWLEDGMENT

STATE OF Wyoming )  
COUNTY OF Crook ) <sup>ss</sup>

On this the 21st day of July in the year of 2010, before me, Brenda Faust, a Notary Public, within and for said County and State, personally appeared Isaac Smith, President of The Dakota District of the Wesleyan Church known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

In witness whereof I hereunto set my hand and official seal.



[Notary Seal]

Brenda Faust  
Notary Public

My Commission Expires: 7/6/2013