

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE COUNTY: RAPID CITY PARCEL NO: E20

This Agreement is made and entered into by and between the County/City of RAPID CITY acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and LOUIS H. LONG, whose postal address is PO Box 2701, RAPID CITY, SD, 57709-2701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: N/A

Temporary Easement: AS SHOWN ON EXHIBIT A, LOCATED IN THE EAST 12 FEET OF LOT 18 AND LOTS 19 & 20 IN BLOCK 10 OF SCHAASSE ADDITION TO THE CITY OF RAPID CITY IN THE N 1/2 OF THE SW 1/4 OF SECTION 31, T2N, R8E OF THE BHM. AREA OF EASEMENT = 968 SF.
NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

FOLLOW ACCESS PLAN SHOWN ON THE INCLUDED CURB/GUTTER
SHEETS DATED DEC 3, 2012.

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 6th day of December in the year 2012.

Donor

County/City of _____

By: Louis H. Long

By: _____

Name: LOUIS H. LONG

Its: County Commission Chairperson/
City Mayor

By: _____

Attest:

Name: _____

County Auditor/City Finance Officer

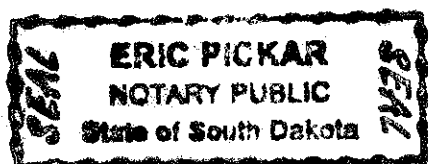
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
) ss
COUNTY OF Pennington)

On this the 6th day of December in the year of 2012, before me, Eric Pickar, a Notary Public, within and for said County and State, personally appeared Louis H. Long 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]

[Signature]
Notary Public

My Commission Expires: April 6, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: P1774 (04) PCN: 025E COUNTY/CITY: RAPID CITY
LANDOWNER: LOUIS H LONG

NAME OF NEGOTIATOR: TODD PECKOSA
TITLE: PROJECT MANAGER

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1

Time: 10:30 AM/PM Date: 9/10/12

Visit Location: CSAC

List people present during meeting: WADH NYBERG, TODD PECKOSA,
ERIC PICKAR, Chris Twigg

Notes of the Discussion: ACCESS, CONSTRUCTION Schedule, DONATION OF
EASEMENT Request, CHRIS Requested signal location information which
WAS EMAILED TO HIM. Discussed closure of E. NORTH ACCESS CLOSEST
TO LA CROSSE STREET.

Call/Visit Number: 2

Time: 3:30 AM/PM Date: 9/20/12

Visit Location: CSAC

List people present during meeting: STACKY TITUS, WADH NYBERG, TODD PECKOSA
ERIC PICKAR, CHRIS Twigg

Notes of the Discussion: ERIC INDICATED support for project AND
WILLINGNESS TO DONATE EASEMENT PROVIDED THE DRIVEWAY ALONG
LA CROSSE BE WIDE ENOUGH TO GET FUEL TRUCKS IN & OUT. THEY Agreed
TO PROVIDE FUEL TRUCK INFORMATION.

Call/Visit Number: 3

Time: 10:00 AM/PM Date: 11/26/12

Visit Location: CSAC

List people present during meeting: TODD PECKOSA, WADH NYBERG, ERIC PICKAR,
Chris Twigg

Notes of the Discussion: DISCUSSED FUEL TRUCK MOVEMENT. FUEL TRUCKS
NOT ABLE TO GET IN & OUT WITH DRIVEWAYS OFF LA CROSSE ONLY. WILL
NEED ACCESS ONTO E. NORTH CLOSE TO LA CROSSE. PROPOSED TO CONVERT THIS
TO ROLL-CURB AND CLOSE LA CROSSE DRIVEWAY AND WIDEN LA CROSSE AVEY TO

Call/Visit Number: 4 BE USED AS ACCESS. OWNER REQUESTED WE LEAVE ACCESS

Time: 12/5/12 AM/PM Date: 12/5/12

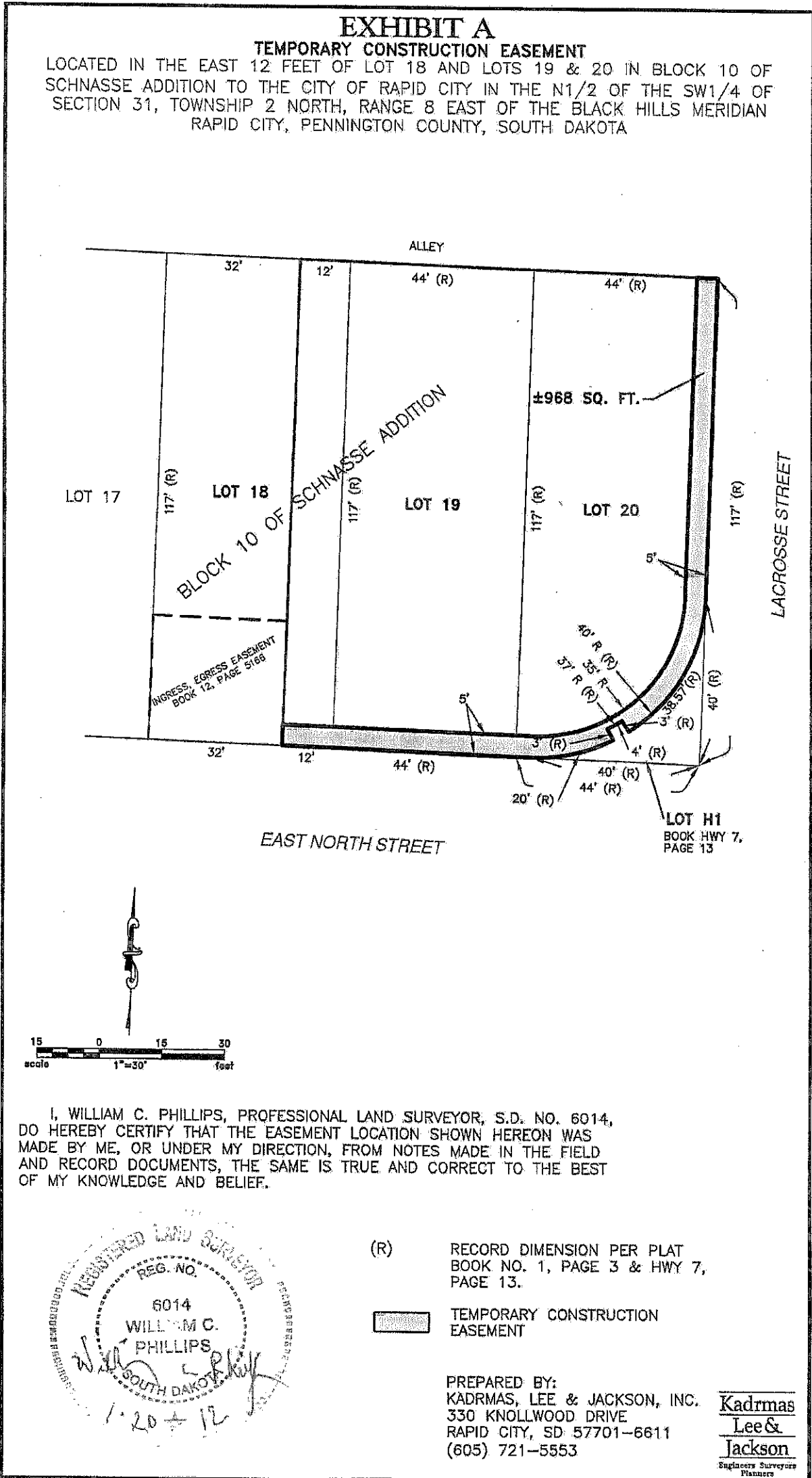
Visit Location: CSAC

List people present during meeting: ERIC PICKAR, WADH NYBERG, TODD PECKOSA,
Chris Twigg

ALONG LA CROSSE THE SAME AS
IT IS TODAY AND OK WITH
CONVERTING E. NORTH ACCESS NEAR
LA CROSSE TO ROLL CURB.

Notes of the Discussion: ERIC PICKED UP
~~MAILED EASEMENT~~ DOCUMENTS FOR SIGNATURE.
~~SHOWN~~ REQUESTED ACCESS PLANX ALSO INCLUDED.

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: D1774(04) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: D16

This Agreement is made and entered into by and between the ~~County/City~~ of Rapid City acting by and through its ~~County/City~~ Commission, hereinafter referred to as "COUNTY/CITY," and Donald D. and Roxanne Salway, whose postal address is 402 E. Watertown St., Rapid City, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in lot 7, Block 14, Schnasse Addition, in the N 1/2, SW 1/4, Sec 31, T2N, R8E Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 4th day of July in the year 2012

Donor

County/City of _____

By: Don Salway

By: _____

Name: Don Salway

Its: County Commission Chairperson/
City Mayor

By: Roxanna Salway

Attest:

Name: Roxanna Salway

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota

COUNTY OF Pennington)
) ss

On this the 6th day of July in the year of 2012
before me, Tammy Jo Meisner Moore a Notary Public, within and for said County
and State, personally appeared Don and Roxanne Salway
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 have set my hand and official seal.



Tammy Jo Meisner Moore
Notary Public

[Notary Seal]

My Commission Expires: 10/27/2013

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774(04) PCN: D2SE COUNTY/CITY: Rapid City
LANDOWNER: DON SALWAY

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1
Time: 8:00 AM/PM Date: 1/20/12
Visit Location: 207 E. NORTH, RAPID AUTO GLASS
List people present during meeting: DON SALWAY, TODD PECKOSH & MIKE MAHONEY (KL&S)

Notes of the Discussion: OWNER WOULD LIKE NO CURB TO ALLOW EASY ACCESS/EGRESS ON NARROW LOT. OWNER WILL STUDY INFORMATION AND CONTACT KL&S TO SIGN EASEMENT OR DISCUSS MODIFICATIONS

Call/Visit Number: 2
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

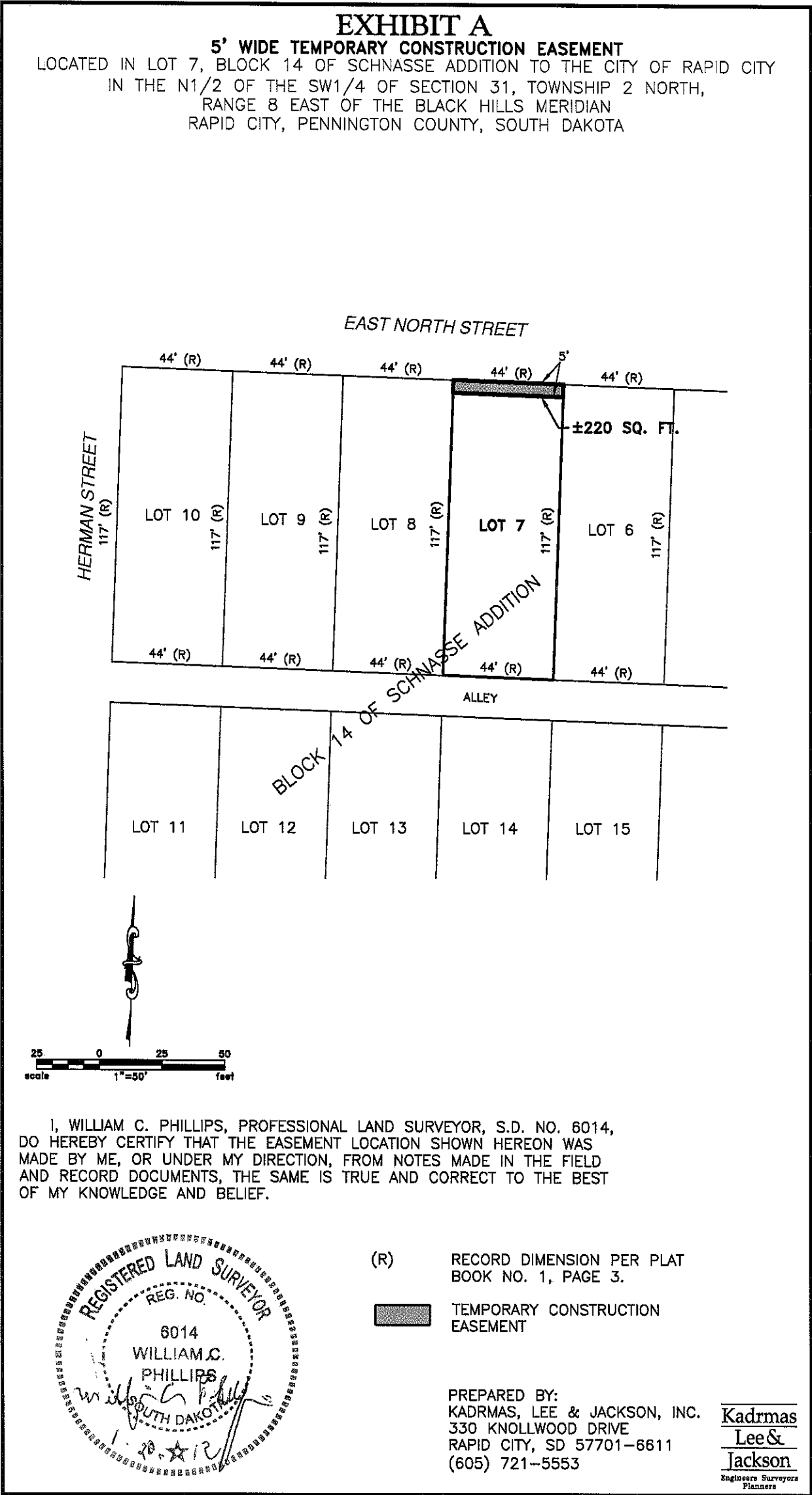
Call/Visit Number: 3
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(0A) PCN: 02SE ~~COUNTY/~~CITY: Rapid City PARCEL NO: D18

This Agreement is made and entered into by and between the ~~County~~/City of Rapid City acting by and through its ~~County~~/City Commission, hereinafter referred to as "~~COUNTY~~/CITY," and Rebecca H Gardsell, whose postal address is 221 East North Street, Rapid City, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction easement in lot 3, Block 14, Schnasse addition, N 1/2, SW 1/4, sec 31, T2N, R8E Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 28th day of March in the year 2017.

Donor

County/City of _____

By: x Rebecca Goodsell

By: _____

Name: _____

Its: County Commission Chairperson/
City Mayor

By: _____

Attest:

Name: _____

County Auditor/City Finance Officer

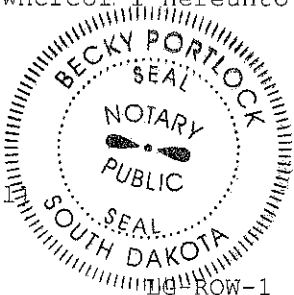
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Meade) ss

On this the 28th day of March in the year of 2017, before me, Becky Portlock, a Notary Public within and for said County and State, personally appeared Rebecca Goodsell 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.



Becky Portlock
Notary Public

[Notary Seal]

My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-RW-1

PROJECT NO: P1774(0A) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Rebecca M. Goodsell

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1

Time: 11:00 AM/PM ☒ Date: 3/28/12

Visit Location: SAIGON RESTAURANT, 221 EAST NORTH STREET

List people present during meeting: TODD PECKOSH, REBECCA GOODSSELL (OWNER),
DAVE GOODSSELL, JIM SCULL, MIKE MAHONEY (KL&J)

Notes of the Discussion: DISCUSSED PROJECT & EASEMENT. 1) NOTE PLANS TO
REQUIRE COORDINATION OF ACCESS TO BUILDING DURING SIDEWALK REPLACEMENT.
2) EXTEND NEW SIDEWALK UP TO BUILDING FACE & ATTEMPT TO MATCH
GRADE OF DOOR SILL. OWNER SIGNED EASEMENT DONATION.

Call/Visit Number: 2

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

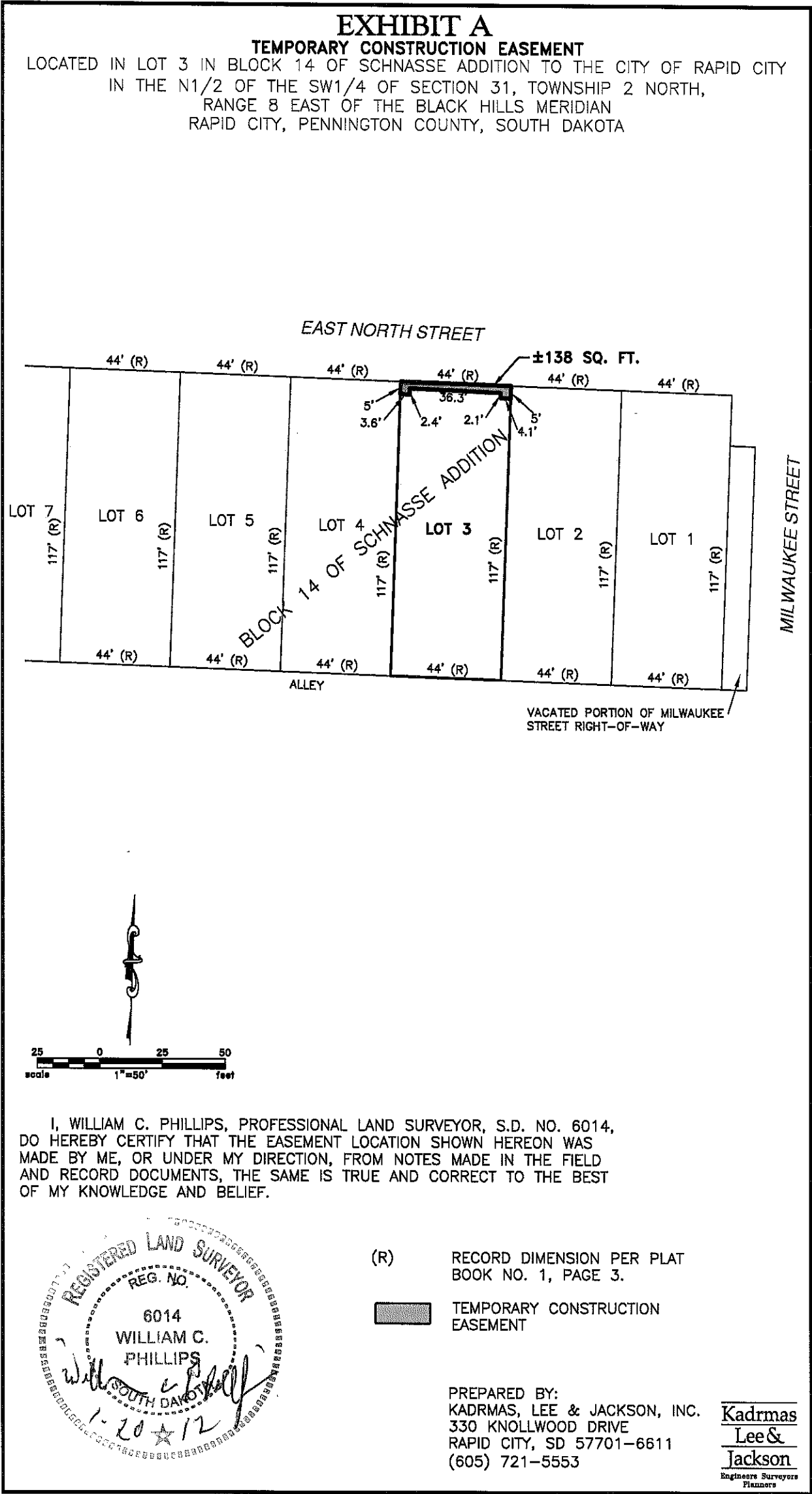
Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: D19

This Agreement is made and entered into by and between the County/City of Rapid City acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Mai T. Goodsell, whose postal address is 3740 Sonora Drive, Rapid City, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction easement in Lots 1 & 2, Block 14, Schnasse Addition and Vacated Milwaukee St. Recorded in Book 75, Pg 5829, Pennington Co, in the N 1/2, SW 1/4, Sec. 31, T2N, R2E, Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 28th day of March in the year 2012.

Donor

County/City of _____

By: [Signature]

By: _____

Name: _____

Its: County Commission Chairperson/
City Mayor

By: _____

Attest:

Name: _____

County Auditor/City Finance Officer

[County/City Seal]

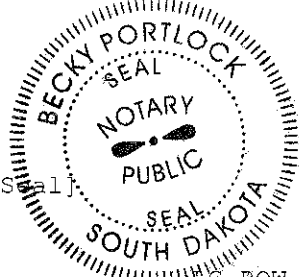
DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Meade) ss

On this the 28th day of March in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Mia Goodsell 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]



Becky Portlock
Notary Public

My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-RW-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Mai T. Goodsell

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1
Time: 10:00 AM/~~PM~~ Date: 3/28/12
Visit Location: SAIGON RESTAURANT 221 EAST NORTH STREET
List people present during meeting: TODD PECKOSH, MAI GOODSSELL (OWNER),
DAVE GOODSSELL, JIM SCULL, MIKE MAHONEY (KL&J)

Notes of the Discussion: DISCUSSED PROJECT & EASEMENT. NO ISSUES.
OWNER SIGNED EASEMENT DONATION.

Call/Visit Number: 2
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 3
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

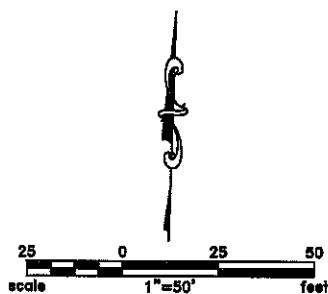
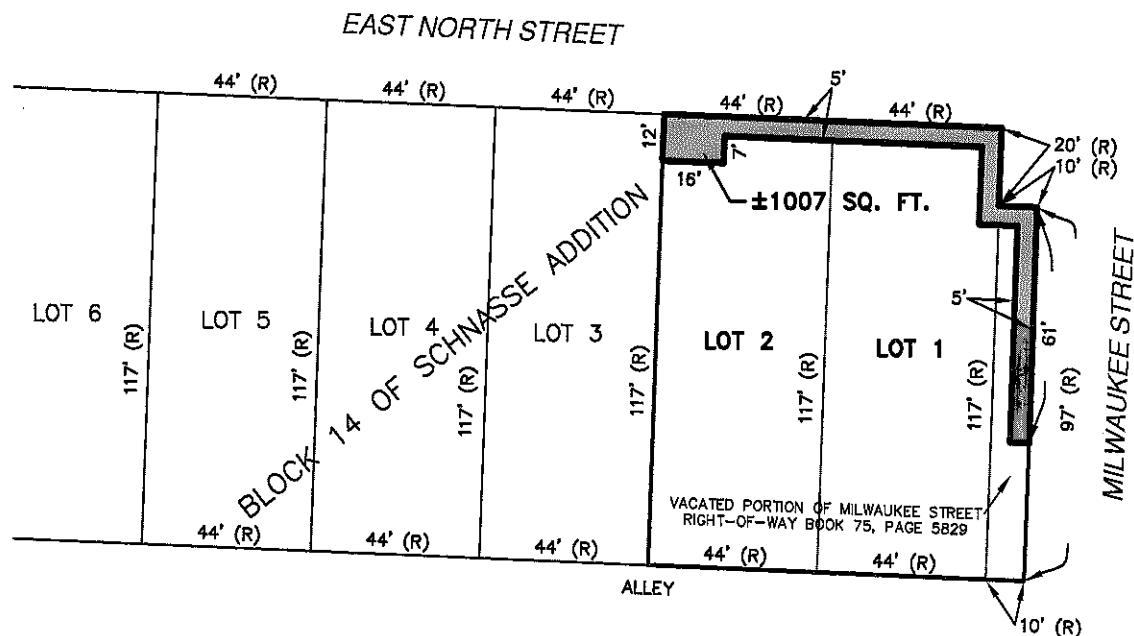
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 1 & 2 IN BLOCK 14 OF SCHNASSE ADDITION TO THE CITY OF RAPID CITY AND VACATED PORTION OF MILWAUKEE STREET RIGHT-OF-WAY RECORDED IN BOOK 75, PAGE 5829 IN THE PENNINGTON COUNTY RECORDS
IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.



TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

**Kadrmas
Lee &
Jackson**
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(0A) PCN: 02SE ~~COUNTY/~~ CITY: Rapid City PARCEL NO: D21

This Agreement is made and entered into by and between the ~~County/City~~ of Rapid City acting by and through its ~~County/City~~ Commission, hereinafter referred to as "~~COUNTY/CITY~~," and Ana Line Munoz, whose postal address is 24546 Pinewood Trl, Hermosa, SD 57744, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Lots 13 & 14, Block 7, Schnasse Addition, N 1/2, SW 1/4, Sec 31, T2N, R8E, Black Hills Meridian, as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 30th day of July in the year 2012.

Donor County/City of _____

By: Ana Line Munoz By: _____

Name: ANA LINE MUNOZ Its: County Commission Chairperson/
City Mayor

By: _____ Attest: _____

Name: _____

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF SD)
COUNTY OF Meade) ss

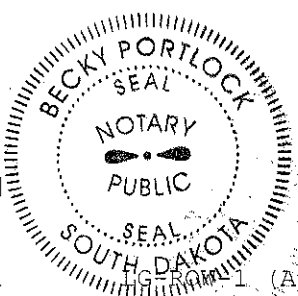
On this the 30th day of July in the year of 2012
before me, Becky Portlock a Notary Public, within and for said County
and State, personally appeared Ana Munoz
known to me to be the person(s) described
in and who executed the foregoing instrument and acknowledged to me that
he/she/they executed the same for the purposes therein stated.

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

Becky Portlock
Notary Public

[Notary Seal]

My Commission Expires: May 20, 2017



RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: P1774-10A PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Ana L Munoz

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1

Time: 3:00 AM/PM Date: 4/23/12

Visit Location: SABOR A MEXICO, 200 EAST NORTH STREET

List people present during meeting: TODD PECKOSH, ANA MUNOZ (OWNER),
ADA MUNOZ (FAMILY MEMBER), MIKE MAHONEY (KL&J)

Notes of the Discussion: EXPLAINED PROJECT, IMPACTS & EASEMENT
DONATION. OWNER REQUESTED OPPORTUNITY TO REVIEW WITH
FAMILY BEFORE SIGNING EASEMENT DONATION.

Call/Visit Number: 2

Time: 4:00 AM/PM Date: 7/30/2012

Visit Location: 200 East North Street

List people present during meeting: ANA MUNOZ (OWNER), SARA GILLEN
AND BECKY PORTLOCK (KL&J)

Notes of the Discussion: OWNER SIGNED DOCUMENTS AND BECKY
NOTARIZED THEM.

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

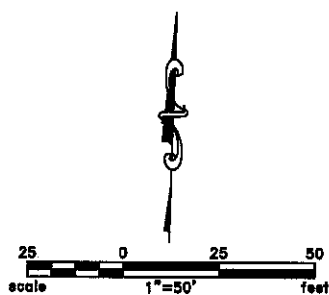
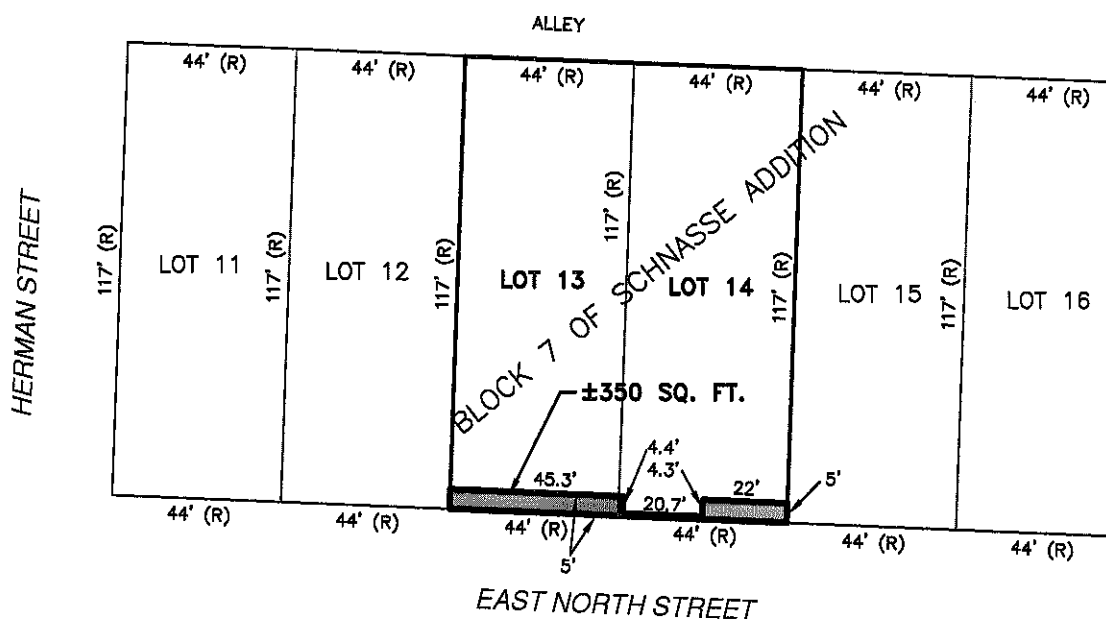
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

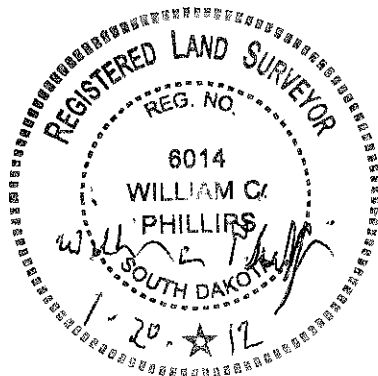
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 13 & 14 IN BLOCK 7 OF SCHNASSE ADDITION TO THE CITY OF
RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.



TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

**Kadrmas
Lee &
Jackson**
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 025E ~~COUNTY/~~ CITY: Rapid City PARCEL NO: D23

This Agreement is made and entered into by and between the ~~County/City~~ of Rapid City acting by and through its ~~County/City~~ Commission, hereinafter referred to as "~~COUNTY/CITY~~," and MG Oil Company, whose postal address is 1002 W. Main, Rapid City, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in South 75 Feet of Lots 18, 19 & 20, and Lot 20 Except the South 75 Feet of said Lot 20, Blk 7 Schnasse Addition, N 1/2, SW 1/4, SEC 31, T2 N, R8E Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Donor

County/City of _____

By: *M. G. Gifford*

By: _____

Name: _____

Its: County Commission Chairperson/
City Mayor

By: _____

Attest:

Name: _____

County Auditor/City Finance Officer

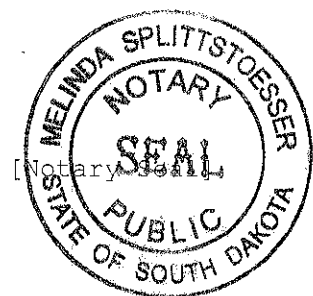
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF PENNINGTON)

On this the 25th day of JULY in the year of 2012, before me, MELINDA SPLITTSTOESSER, a Notary Public, within and for said County and State, personally appeared DAVE MULLISH 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.



Melinda Splittstoesser
Notary Public

My Commission Expires February 12, 2015

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774-104 PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: MG oil company

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1
Time: 1:30 ~~AM~~/PM Date: 3/22/12
Visit Location: EAST NORTH CASINO, 230 EAST NORTH STREET
List people present during meeting: TODD PECKOSH, DAVE KULISH & TROY ERICKSON (MG OIL), MIKE MAHONEY (KL4J)

Notes of the Discussion: OWNER REQUESTED 1) MAKE E. NORTH DRIVEWAY 50', 2) VERIFY LIGHT POLE WON'T RESTRICT ACCESS OR PARKING, 3) ELIMINATE WEST CURB STOP + 4) MAKE EAST CURB STOP 4". TODD WILL SEEK CITY APPROVAL. OWNER WANTS TO REVIEW REVISED DRAWINGS BEFORE AGREEING TO EASEMENT.

Call/Visit Number: 2
Time: 2:00 ~~PM~~ AM/PM Date: 7/12/12
Visit Location: MG oil office, 1002 Main Street
List people present during meeting: DAVE KULISH (MG OIL), MIKE MAHONEY and Sara Odden (KL & J)

Notes of the Discussion: Presented revised drawings to owner which incorporated requests from March 2012 mtg. Owner seemed agreeable but requested a week to fully review documents. Sara will contact for signatures on 7/13/12.

Call/Visit Number: 3
Time: 10:30 ~~PM~~ AM/PM Date: 7/25/12
Visit Location: 1002 Main Street
List people present during meeting: DAVE KULISH & Sara Odden

Notes of the Discussion: Sara presented the forms and Dave signed them and had a co-worker notarize them.

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

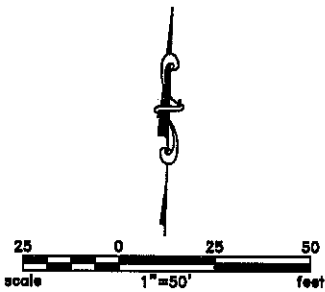
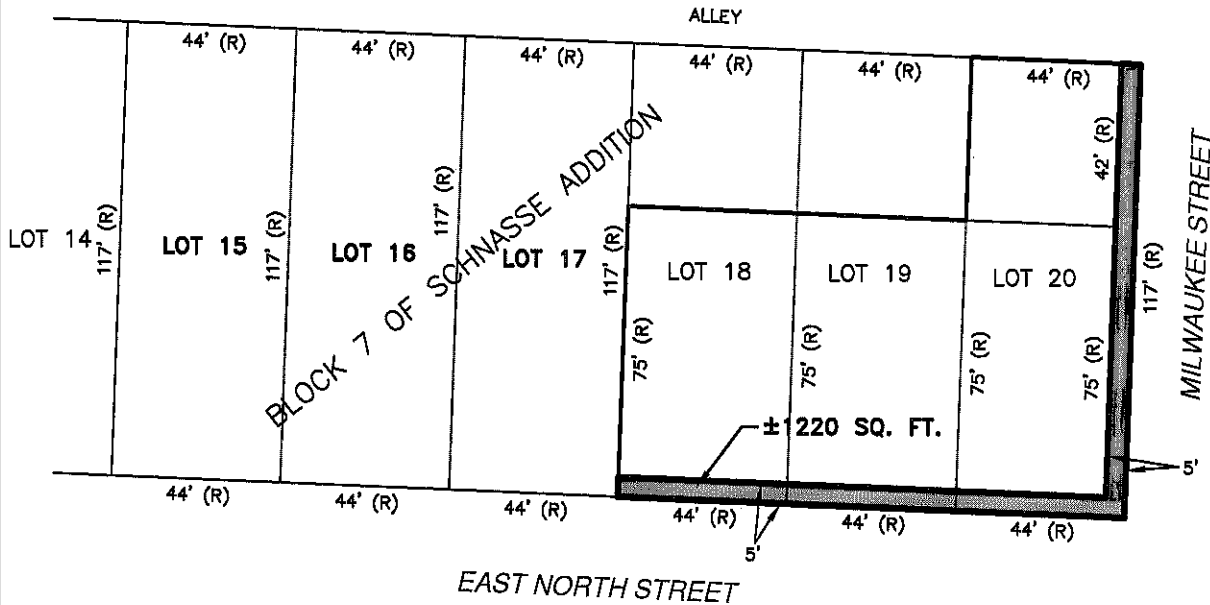
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

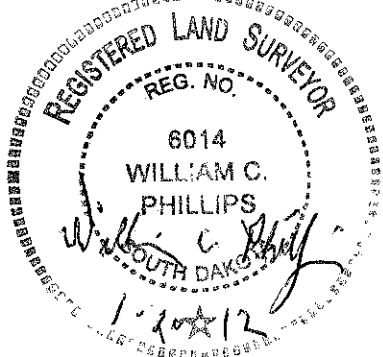
EXHIBIT A

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN THE SOUTH 75 FEET OF LOTS 18, 19 & 20 AND LOT 20 EXCEPT THE SOUTH 75 FEET OF SAID LOT 20 IN BLOCK 7 OF SCHNASSE ADDITION TO THE CITY OF RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT BOOK NO. 1, PAGE 3.

TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: 1774(0A) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: E1

This Agreement is made and entered into by and between the County/City of Rapid City acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Minuteman Community Federal Credit Union, whose postal address is 2823 W. Main Street, Rapid City, SD 57702, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in lots 8 & 9 & 10, Block 13, Schnasse Addition, N 1/2, SW 1/4, sec 31, T2N, R8E Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 26th day of MARCH in the year 2012.

Donor

County/City of _____

By: Mary Connick

By: _____

Name: MARY CONNICK

Its: County Commission Chairperson/
City Mayor

By: _____

Attest:

Name: _____

County Auditor/City Finance Officer

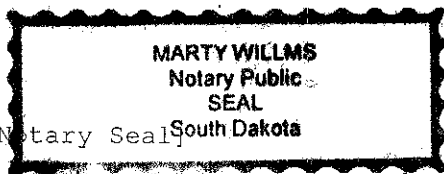
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Pennington) ss

On this the 26th day of March in the year of 2012, before me, Marty Willms a Notary Public, within and for said County and State, personally appeared Mary Connick 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.



Marty Willms
Notary Public

My Commission Expires January 22, 2014

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: 1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Minuteman Community Federal Credit Union

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet Document(s) Brochures

Call/Visit Number: 1

Time: 9:00 AM/PM Date: 1/23/12

Visit Location: 301 E. NORTH, MINUTEMAN COMMUNITY FCU

List people present during meeting: MARNIE WILLIAMS, MARY CONIL, TODD PECKOSH & MIKE MAHONEY (KLTJ)

Notes of the Discussion: PARKING LOT ON MILWAUKEE ST BACKS INTO ROW. TODD WILL CHECK IF ACCESS CAN REMAIN. OWNER REQUESTS STEEL LIGHT POLE @ INTERSECTION LOT CORNER BE REMOVED. PROMISED CUSTOMER ACCESS WOULD BE MAINTAINED THROUGHOUT CONSTRUCTION.

Call/Visit Number: 2

Time: 9:30 AM/PM Date: 2/13/12

Visit Location: _____

List people present during meeting: SAME AS VISIT #1

Notes of the Discussion: REMOVE RAISED SIDEWALK & REPOSITION PARKING TO S OF BLDG & SE LOT CORNER. PROJECT WILL ADD ROCK & PLANTINGS BETWEEN W BLDG SIDEWALK & NEW SIDEWALK. MARY WILL SEEK CU BOARD APPROVAL. KLTJ WILL ADJUST EASEMENT DOCUMENTS.

Call/Visit Number: 3

Time: 2:00 AM/PM Date: 3/20/2012

Visit Location: 301 E. North

List people present during meeting: _____

Notes of the Discussion: Dropped off documents to be signed

Call/Visit Number: 4

Time: _____ AM/PM Date: 3/26/2012

Visit Location: KLTJ

List people present during meeting: _____

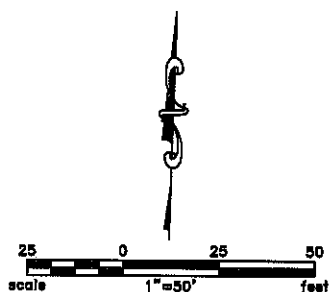
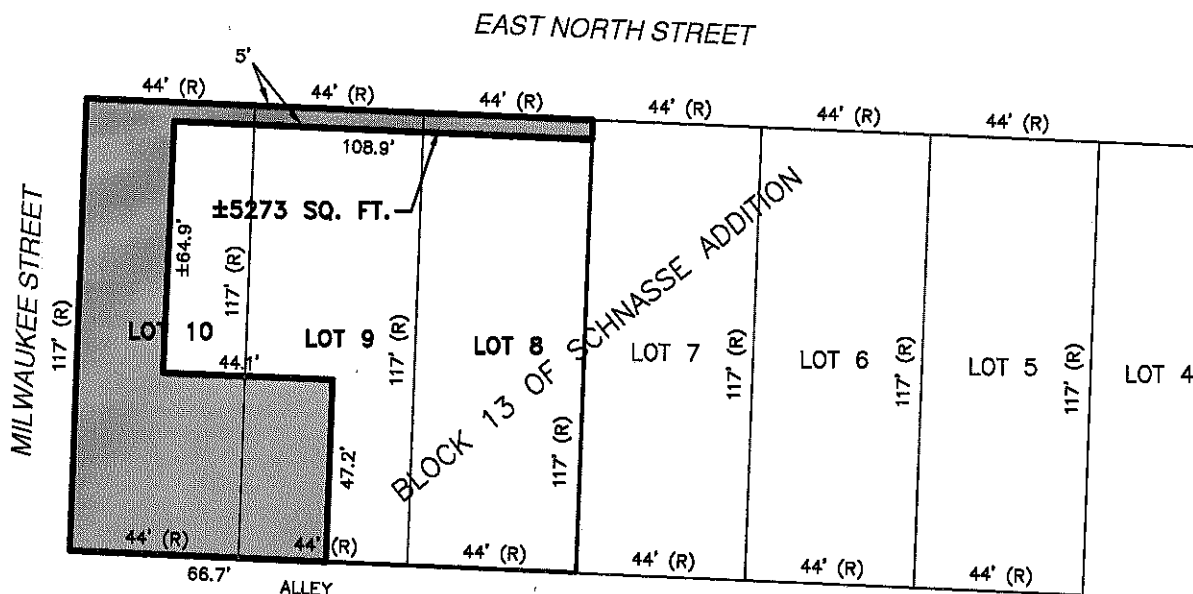
Notes of the Discussion: Received signed and notarized documents

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

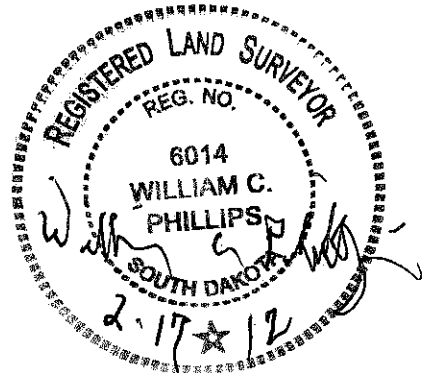
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 8, 9 & 10 IN BLOCK 13 OF SCHNASSE ADDITION TO THE CITY OF
RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.

 TEMPORARY CONSTRUCTION
EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

**Kadrmas
Lee &
Jackson**
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: E2

This Agreement is made and entered into by and between the County/City of _____ acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and 315 East North LLC, whose postal address is 5050 Ireland Place, Rapid City, SD 57702, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Lots 5, 6 & 7, Block 13, Schnasse Addition, N 1/2, SW 1/4, SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 20th day of MARCH in the year 2012.

Legal Name of Donor

County/City of _____

Cynthia Fan

By: CYNTHIA FAN

By: _____

Name: CYNTHIA FAN

Its: County Commission Chairperson/
City Mayor

Title: OWNER

Attest:

(Corporate Seal)

County Auditor/City Finance Officer

[County/City Seal]

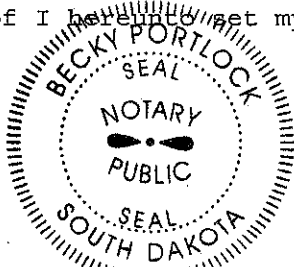
DONOR ACKNOWLEDGMENT

STATE OF SD)
COUNTY OF Pennington) ss

On this the 20th day of March in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Cynthia Fan, who acknowledged himself/herself to be the owner of Great Wall, a limited liability company, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as Cynthia Fan.

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

[Notary Seal]



Becky Portlock

Notary Public

My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-RW-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: 315 East North LLC

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1
Time: 12:15 ~~AM~~/PM Date: 3/20/12
Visit Location: GREAT WALL RESTAURANT 315 EAST NORTH STREET
List people present during meeting: CYNTHIA FAN, TODD PECKOSH & MIKE MAHONEY (KLAJ)

Notes of the Discussion: EXPLAINED PROJECT, SCHEDULE & EASEMENT. OWNER REQUESTED WE CONTACT MEC CONST. TO COMPLETE BUILDING WATER LINE CONNECTION DURING PROJECT. OWNER WAS SATISFIED & REQUESTED TO SIGN VOLUNTARY ROW DONATION.

Call/Visit Number: 2
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 3
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

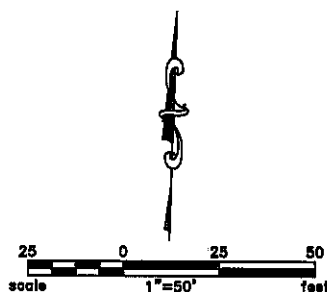
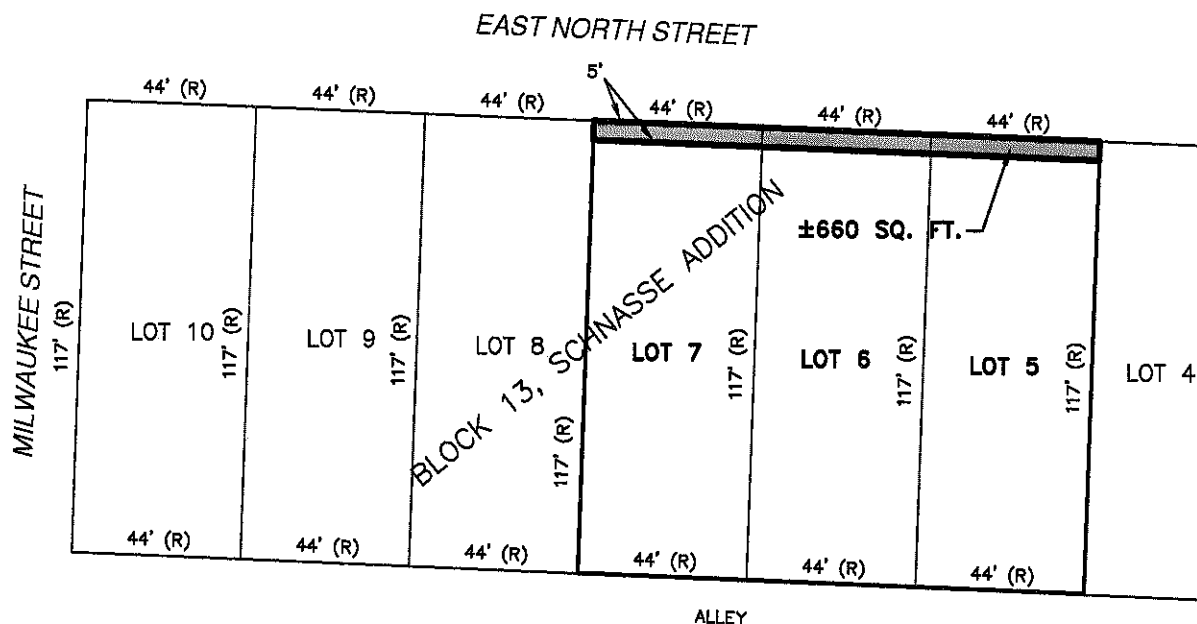
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

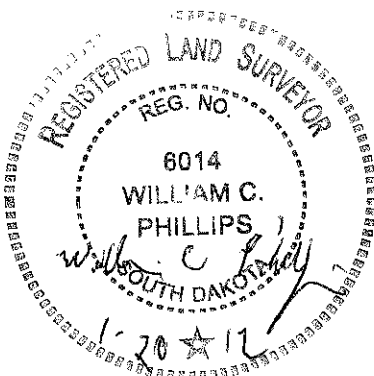
EXHIBIT A

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 5, 6 & 7 OF BLOCK 13, SCHNASSE ADDITION TO THE CITY OF
RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.



TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

**Kadrmas
Lee &
Jackson**
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P174(04) PCN: 025E COUNTY/CITY: Rapid City PARCEL NO: ES

This Agreement is made and entered into by and between the County/City of Rapid City acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and MG Oil Company, whose postal address is 1002 Main St, Rapid City, SD 57709, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Lots 11, 12 & 13, Block 8, Schnasse Addition, N 1/2, SW 1/4, SEC 31, T2N, R8E Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774(04) PCN: OLSE COUNTY/CITY: Rapid City
LANDOWNER: MG Oil Company

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1
Time: 1:00 ~~AM~~/PM Date: 3/22/12
Visit Location: CORNER PANTRY 302 EAST NORTH STREET
List people present during meeting: TODD PECKOSH, DAVE KULISH & TROY ERICKSON (MG OIL), MIKE MAHONEY (KLTJ)

Notes of the Discussion: OWNER REQUESTED 1) 17' EASTWARD CURB EXTENSION THEN FULL DRIVEWAY ON E. NORTH 2) 10' NORTHWARD CURB EXTENSION THEN 40' DRIVEWAY ON MILWAUKEE & 3) 8" REINFORCED CONCRETE BETWEEN PROPERTY LINE & CURB FOR FUEL TRUCK DELIVERIES ON WEST. TODD WILL SEEK CITY APPROVAL. OWNER WANTS TO REVIEW REVISED DRAWINGS BEFORE AGREEING TO EASEMENT.

Call/Visit Number: 2
Time: 2:00 ~~PM~~ AM/PM Date: 7/12/12
Visit Location: MG oil office - 1002 Main Street
List people present during meeting: DAVE KULISH (MG OIL), MIKE MAHONEY & SARA ODDEN (KLTJ)

Notes of the Discussion: Presented revised drawings incorporating the owner's requests from March 2012. Seemed agreeable. Sara will contact in 7/23/12 to discuss signing.

Call/Visit Number: 3
Time: 10:30 ~~AM~~/PM Date: 7/25/12
Visit Location: 1002 Main Street
List people present during meeting: DAVE KULISH & SARA ODDEN

Notes of the Discussion: Sara presented documents for Dave to sign. Dave signed documents and had a co-worker notarize them.

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

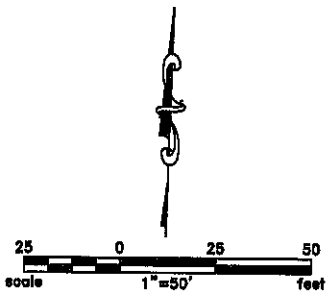
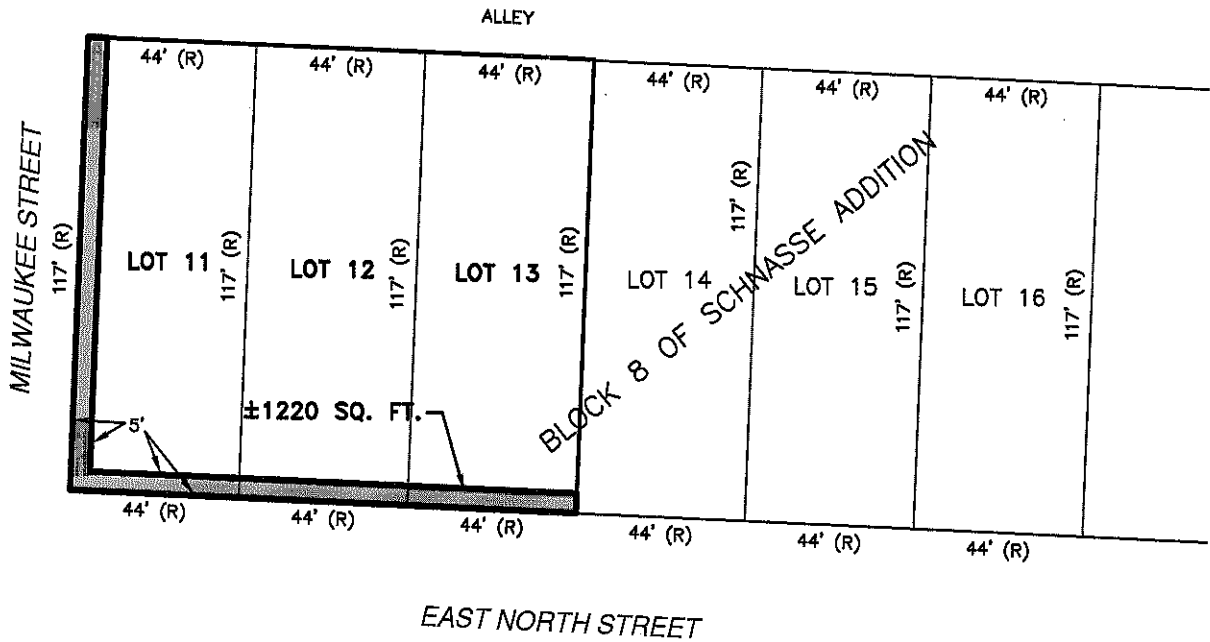
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

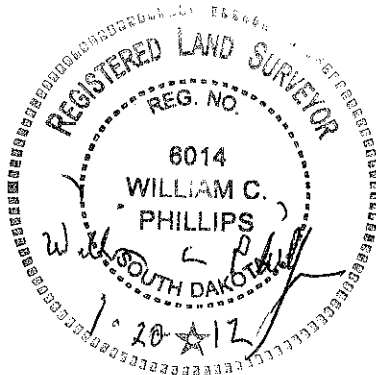
EXHIBIT A

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 11, 12 & 13 IN BLOCK 8 OF SCHNASSE ADDITION TO THE CITY OF
RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



- (R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.
- TEMPORARY CONSTRUCTION
EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02 SE ~~COUNTY/~~ CITY: Rapid City PARCEL NO: E6

This Agreement is made and entered into by and between the ~~County~~/City of Rapid City acting by and through its ~~County~~/City Commission, hereinafter referred to as "~~COUNTY~~/CITY," and Ryan S. & Shelia Fisher, whose postal address is 9770 Three Flags Ln, Black Hawk, SD 57718, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Lots 14, 15, 16, 17 & 18, Block B, Schnase Addition, N 1/2, SW 1/4, SEC 31, T2N, R8E, Black Hills Meridian, AS shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Donor

County/City of _____

By: _____

By: _____

Name: Ryan Fisher

Its: County Commission Chairperson/
City Mayor

By: Sheila Fisher

Attest:

Name: Sheila Fisher

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF SD)
COUNTY OF Meade) ss

On this the 12th day of October in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Ryan & Sheila Fisher 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.

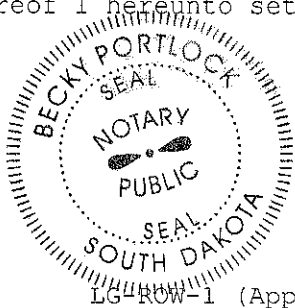
In witness whereof I hereunto set my hand and official seal.

Becky Portlock

Notary Public

[Notary Seal]

My Commission Expires: May 20, 2017



RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Ryan & Sheila Fisher

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1
Time: 8:30 AM/PM ☒ Date: 3/30/12
Visit Location: AUTO WORLD, 308 EAST NORTH STREET
List people present during meeting: TODD PECKOSH, RYAN FISHER & SHEILA FISHER (OWNERS), & MIKE MAHONEY (KL&J)

Notes of the Discussion: DISCUSSED PROJECT & EASEMENT. ONLY ISSUE RELATES TO E. NORTH ACCESS TO ADJACENT PROPERTY. OWNERS WANT TO CONSULT ATTORNEY ABOUT EASEMENT.

Call/Visit Number: 2
Time: 9:00 AM/PM ☐ Date: 8/20/12
Visit Location: AUTO WORLD, 308 EAST NORTH STREET
List people present during meeting: RYAN & SHEILA FISHER, TODD PECKOSH, & MIKE MAHONEY

Notes of the Discussion: REVIEWED ACCESS, STORM DRAIN & LIGHT POLE. OWNERS SATISFIED, BUT WANT TO REVIEW EASEMENT BEFORE SIGNING. OWNERS WILL CALL KL&J WHEN READY TO SIGN.

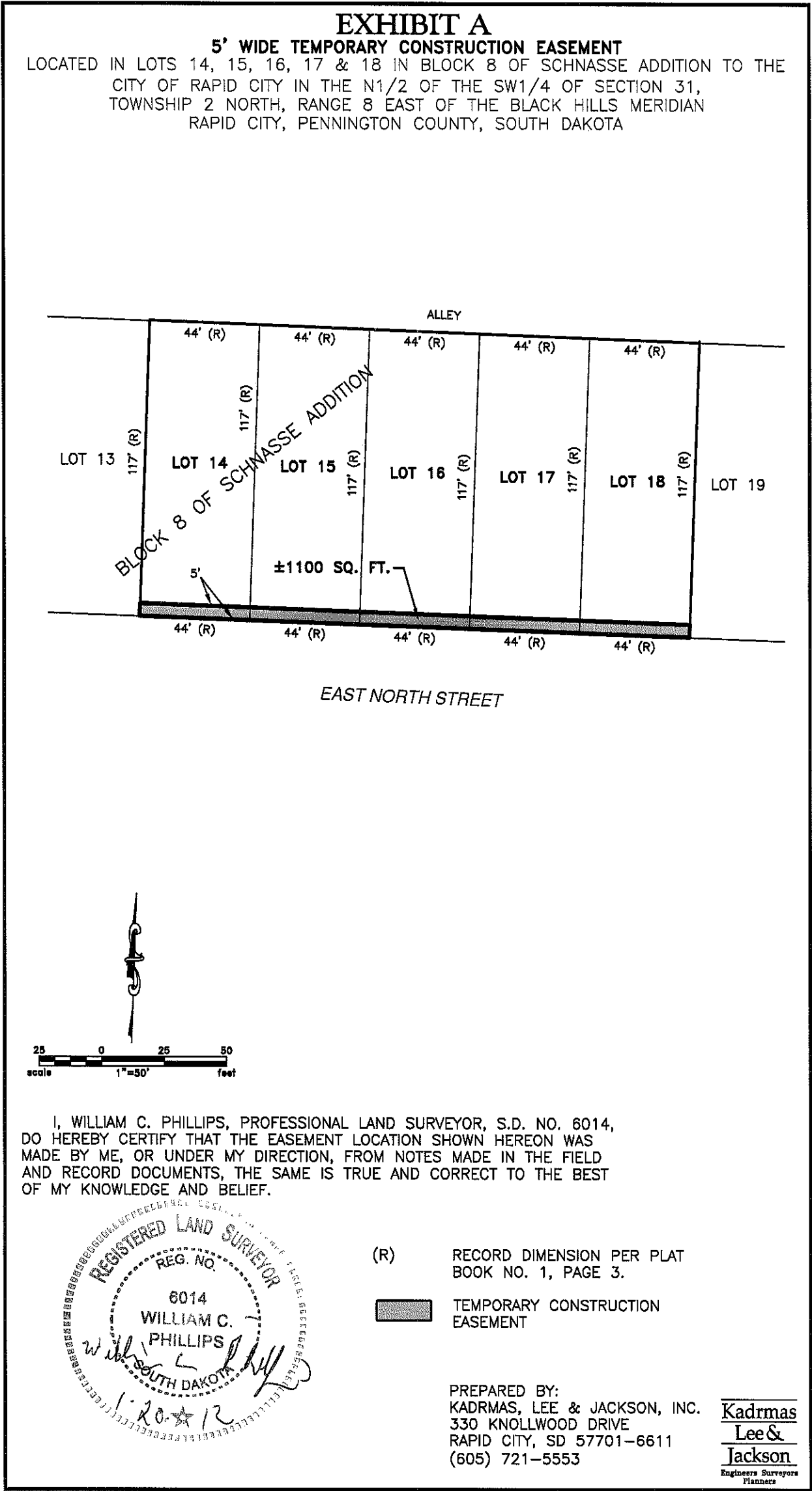
Call/Visit Number: 3
Time: 9:00 AM/PM ☒ Date: 10/12/12
Visit Location: AUTO WORLD, 308 EAST NORTH STREET
List people present during meeting: RYAN & SHEILA FISHER, Sheldon Wolf (KLJ) & Becky Portlock (KLJ)

Notes of the Discussion: Signed document

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P 1774 (04) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: E7

This Agreement is made and entered into by and between the ~~County~~/City of Rapid City acting by and through its ~~County~~/City Commission, hereinafter referred to as "COUNTY/CITY," and Ryan S. and Shelia Fisher, whose postal address is 9770 Three Flags Ln, Blackhawk, SD 57718, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Lots 19 & 20, Block B, Schnasse Addition, 1/2 SW 1/4, SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Donor

County/City of _____

By: _____

By: _____

Name: Ryan Fisher

Its: County Commission Chairperson/
City Mayor

By: Sheila Fisher

Attest:

Name: Sheila Fisher

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF SD)
COUNTY OF Meade) ss

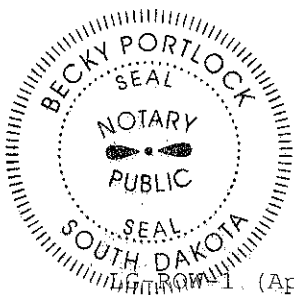
On this the 12th day of October in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Ryan & Sheila Fisher known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

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

Becky Portlock

Notary Public

[Notary Seal]



My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Ryan and Sheila Fisher

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1
Time: 8:30 AM/PM Date: 3/30/12
Visit Location: AUTOWORLD, 308 EAST NORTH STREET
List people present during meeting: TODD PECKOSH, RYAN FISHER & SHEILA FISHER (OWNERS), & MIKE MAHONEY (KL&J)

Notes of the Discussion: OWNERS OPPOSE CLOSING ACCESS FROM E. NORTH STREET. TODD WILL DETERMINE IF GTP WILL ALLOW ACCESS TO REMAIN. OWNERS WILL CONSULT ATTORNEY ABOUT CONSTRUCTION EASEMENT.

Call/Visit Number: 2
Time: 9:00 AM/PM Date: 8/20/12
Visit Location: AUTOWORLD, 308 EAST NORTH STREET
List people present during meeting: RYAN & SHEILA FISHER, TODD PECKOSH, & MIKE MAHONEY.

Notes of the Discussion: REVIEWED ACCESS, STORM DRAIN & LIGHT POLE. OWNERS SATISFIED BUT WANT TO REVIEW EASEMENT BEFORE SIGNING. OWNERS WILL CALL KL&J WHEN READY TO SIGN.

Call/Visit Number: 3
Time: 9:00 AM/PM Date: 10/12/12
Visit Location: Autoworld, 308 E. North Street
List people present during meeting: Ryan & Sheila Fisher, Sheldon Wolf (KLJ) & Becky Portolk (KLJ)

Notes of the Discussion: Signed document

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

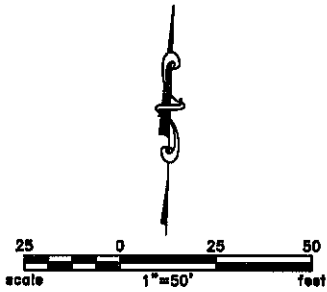
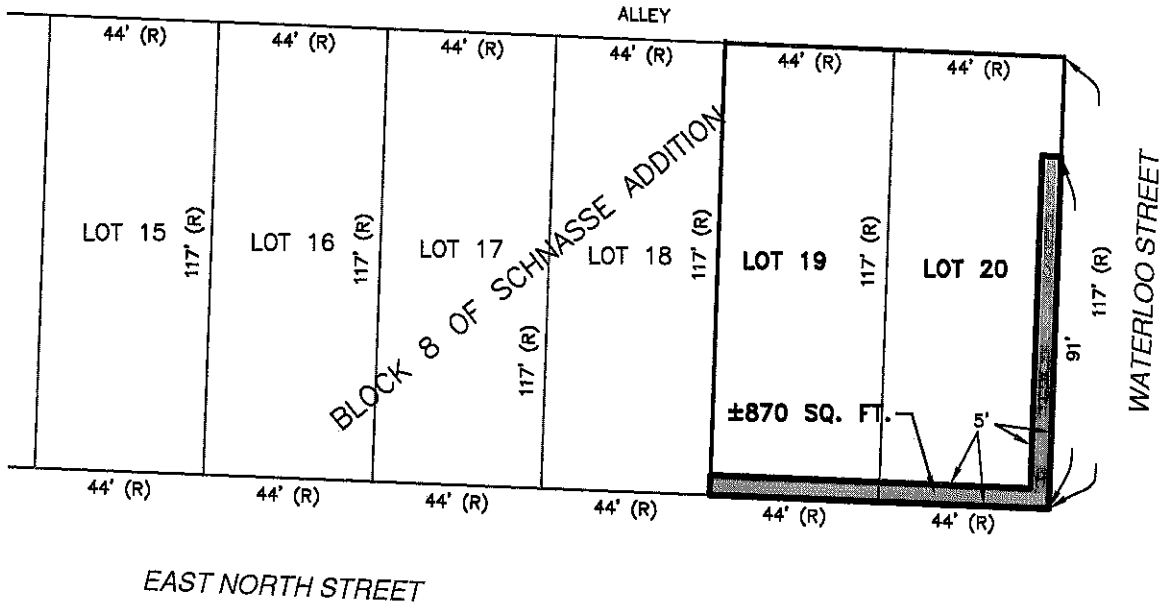
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

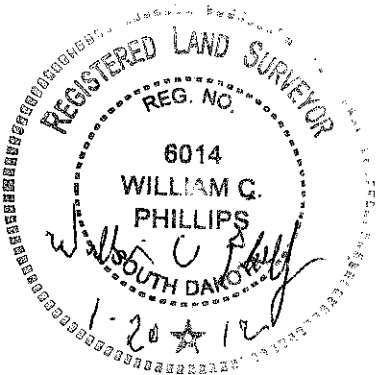
EXHIBIT A

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 19 & 20 IN BLOCK 8 OF SCHNASSE ADDITION TO THE CITY OF
RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.

TEMPORARY CONSTRUCTION
EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE ~~COUNTY/~~ CITY: Rapid City PARCEL NO: E8

This Agreement is made and entered into by and between the ~~County/City~~ of Rapid City acting by and through its ~~County/City~~ Commission, hereinafter referred to as "~~COUNTY/CITY~~," and Thomas F. and Pamela K. Peckosh, whose postal address is 3502 Fairhaven Dr., Rapid City, SD 57702, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Lot 10, Block 12, Schnasse Addition, N 1/2, SW 1/4, Sec 31, T2N, R8E, Sec 31, T2N, R8E, Black Hills meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 28th day of March in the year 2012.

Donor County/City of _____

By: Thomas F. Peckosh By: _____

Name: _____ Its: County Commission Chairperson/
City Mayor

By: Pamella K. Peckosh Attest: _____

Name: _____
County Auditor/City Finance Officer

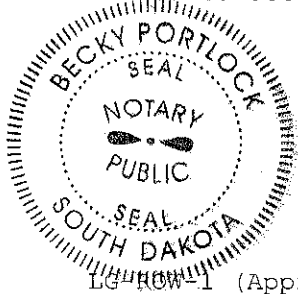
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Meade) ss

On this the 28th day of March in the year of 2012, before me, _____ a Notary Public, within and for said County and State, personally appeared Thomas & Pamela Peckosh 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]

Becky Portlock
Notary Public

My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Thomas and Annella Peckosh

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1

Time: 3:30 ~~AM~~/PM Date: 3/28/12

Visit Location: PRICE MOTEL 401 EAST NORTH STREET

List people present during meeting: TOM PECKOSH & PAM PECKOSH - OWNERS;
SARA ODDEN & MIKE MAHONEY - K&J

Notes of the Discussion: REVIEWED PROJECT & EASEMENT. OWNERS SUPPORTED
NARROWING DRIVEWAY ACCESS FROM WATERLOO STREET. OWNERS
SIGNED EASEMENT DONATION.

Call/Visit Number: 2

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

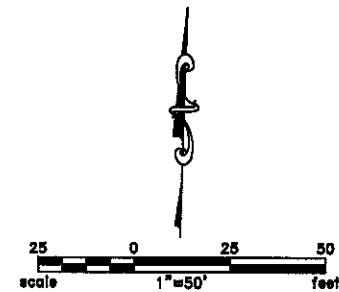
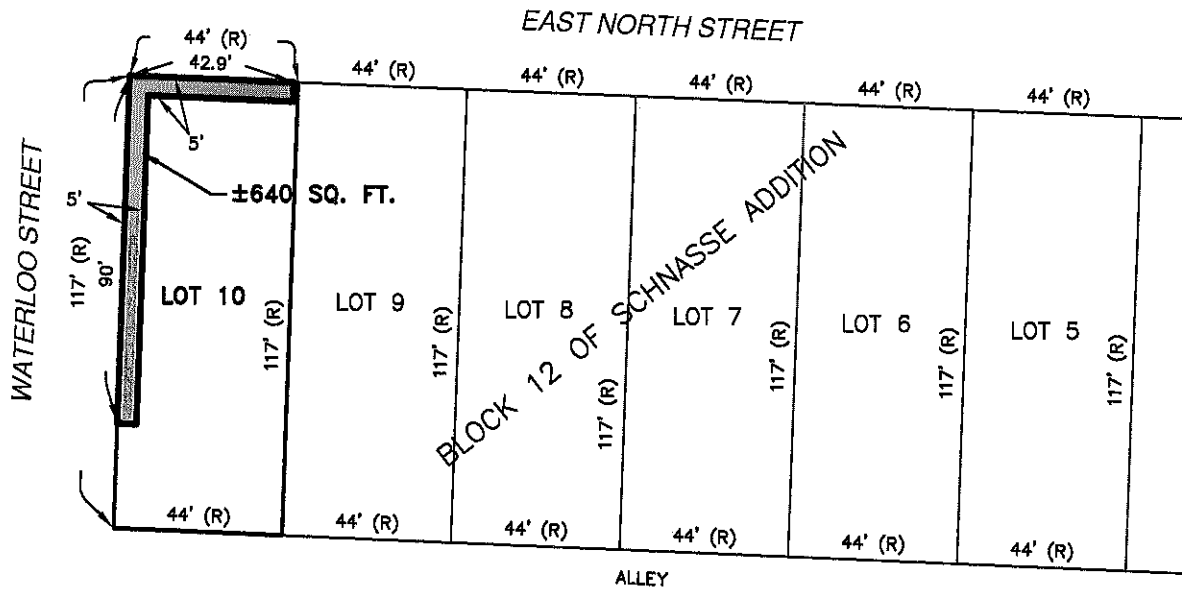
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

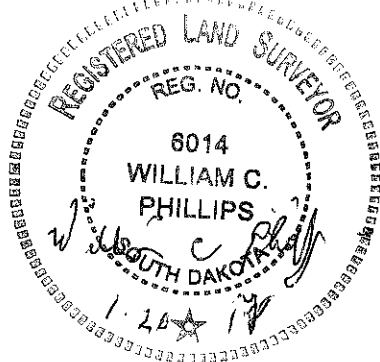
EXHIBIT A

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOT 10 IN BLOCK 12 OF SCHNASSE ADDITION TO THE CITY OF RAPID CITY
IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.



TEMPORARY CONSTRUCTION
EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE ~~COUNTY/~~ CITY: Rapid City PARCEL NO: E9

This Agreement is made and entered into by and between the ~~County~~/City of Rapid City acting by and through its ~~County~~/City Commission, hereinafter referred to as "~~COUNTY~~/CITY," and S/Severn, LLC, whose postal address is 2962 Jolly Ln, Rapid City, SD 57703, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in lots 6, 7, & 8, Block 12, Schnasse Addition, N 1/2, SW 1/4 Sec 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Legal Name of Donor

County/City of _____

S/SEVEN LLC

By: Scott J. Sime

By: _____

Name: SCOTT J. SIME

Its: County Commission Chairperson/
City Mayor

Title: MANAGING OPERATING PARTNER

Attest:

(Corporate Seal)

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
) ss
COUNTY OF Meade)

On this the 22nd day of March in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Scott Sime, who acknowledged himself/herself to be the managing operating partner of S/Seven LLC, a limited liability company, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as Scott Sime.

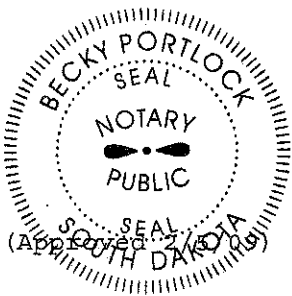
In witness whereof I hereunto set my hand and official seal.

Becky Portlock

Notary Public

My Commission Expires: May 20, 2017

[Notary Seal]



LG-ROW-1-LLC (Approved 2/16/12)

Page 2 of 3 DOT LTP/Local Gov't: _____

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: S/Seven, LLC

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1

Time: 3:00 ~~AM~~/PM Date: 2/29/12

Visit Location: 407 EAST NORTH STREET, JOLLY LANE FLORAL

List people present during meeting: PAM SYKORA & SCOTT SIME (OWNERS),
TODD PECKOSH, & MIKE MAHONEY (KLJS)

Notes of the Discussion: DISCUSSED PROJECT AND TEMP CONSTRUCTION
EASEMENT. OWNERS WILL REVIEW DOCUMENTS & CONTACT MIKE
TO AGREE TO EASEMENT.

Call/Visit Number: 2

Time: _____ AM/PM Date: 3/22/12

Visit Location: KLJ

List people present during meeting: Scott Sime, Becky Portlock (KLJS)

Notes of the Discussion: Owner agreed to easement depicted and
executed the document

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

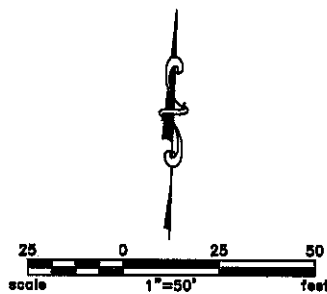
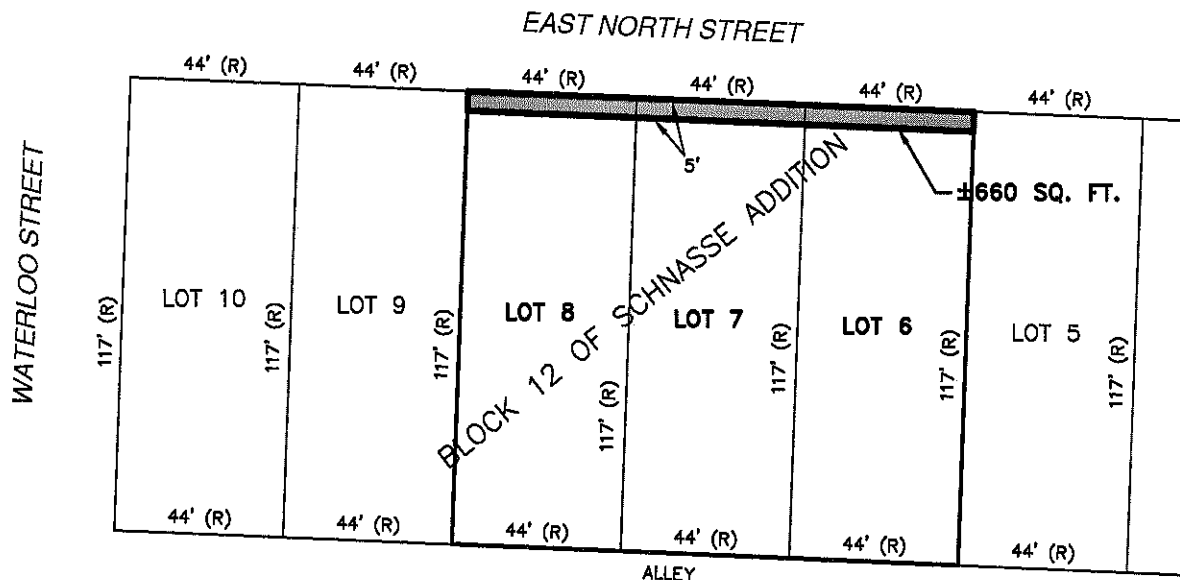
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

EXHIBIT A

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 6, 7 & 8 IN BLOCK 12 OF SCHNASSE ADDITION TO THE CITY OF
RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.



TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

**Kadrmas
Lee &
Jackson**
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE ~~COUNTY~~ CITY: Rapid City PARCEL NO: E11

This Agreement is made and entered into by and between the ~~County~~/City of Rapid City acting by and through its ~~County~~/City Commission, hereinafter referred to as "~~COUNTY~~/CITY," and Robert M Tschetter, LLC, whose postal address is 406 E. North St., Rapid City, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in Common Elements Tschetter Plaza Condominium in Lots 11, 12, 13, 14, 15: West 11 Feet of Lot 16, Block 9, Schnasse Addition, N 1/2, S W 1/4, SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Legal Name of Donor

County/City of _____

By: 

By: _____

Name: _____

Its: County Commission Chairperson/
City Mayor

Title: _____

Attest: _____

(Corporate Seal)

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Meade) ss

On this the 30th day of March in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Robert Tschetter who acknowledged himself/herself to be the owner of Robert M. Tschetter, LLC, a limited liability company, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as Robert Tschetter.

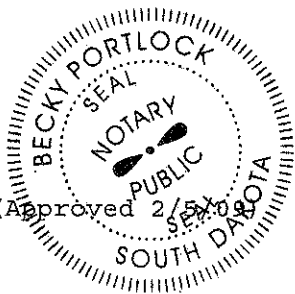
In witness whereof I hereunto set my hand and official seal.

Becky Portlock

Notary Public

My Commission Expires: May 20, 2017

[Notary Seal]



RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774 (04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Robert M. Tschetter, LLC

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1

Time: 10:00 AM/PM ☒ Date: 3/30/12

Visit Location: PAWN WITH US 406 EAST NORTH STREET

List people present during meeting: TODD PECKOSH, ROB TSCHETTER (OWNER),
+ MIKE MAHONEY (KL&J)

Notes of the Discussion: DISCUSSED PROJECT + EASEMENT. OWNER WOULD
LIKE NEW ROCK + PLANTS TO MATCH EXISTING. TRANSPLANT THE
EXISTING DECIDUOUS TREE ELSEWHERE ON PROPERTY. OWNER SIGNED EASEMENT

Call/Visit Number: 2

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

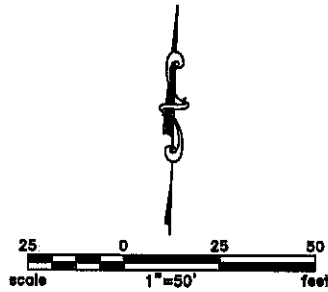
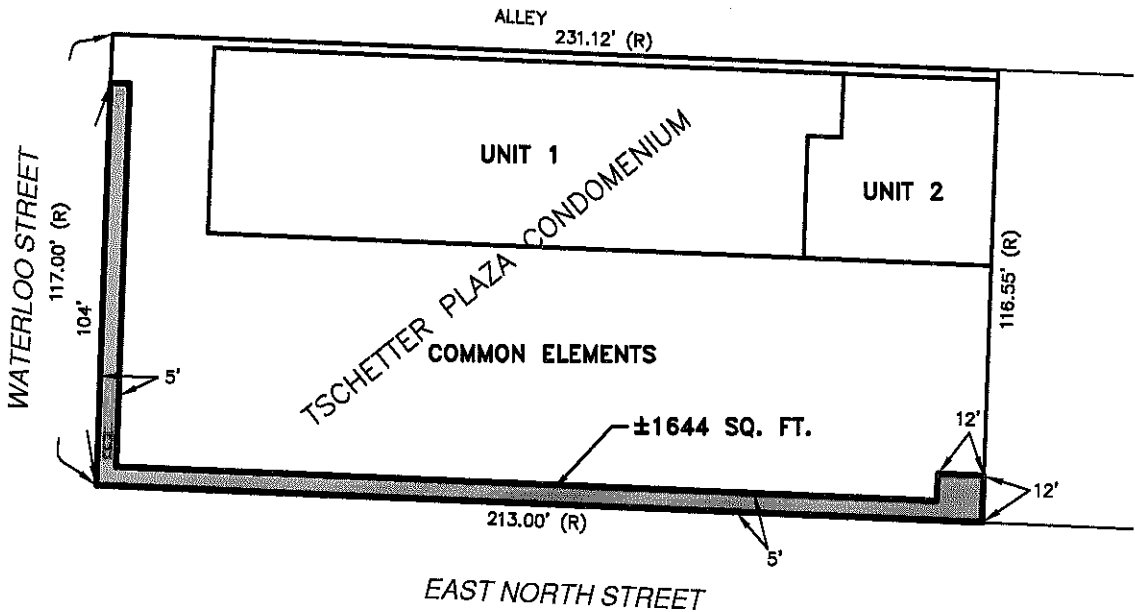
Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN COMMON ELEMENTS TSCHETTER PLAZA CONDOMINIUM SITUATED IN
LOTS 11, 12, 13, 14, 15 & THE WEST 11 FEET OF LOT 16, BLOCK 9 OF
SCHNASSE ADDITION TO THE CITY OF RAPID CITY IN THE N1/2 OF THE SW1/4 OF
SECTION 31, TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER
BOOK NO. 138, PAGES 6452-6472.



TEMPORARY CONSTRUCTION
EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1174(04) PCN: 02SE COUNTY/ CITY: Rapid City PARCEL NO: E16

This Agreement is made and entered into by and between the County/City of Rapid City acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and CCC Real Estate-1, LLC, whose postal address is 621 W. Russell Street, Sioux Falls, SD 57104, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: NONE

Temporary Easement: Construction Easement in Lots 6, 7 & the East 19 Feet of Lot 8, Block 11, Schnasse Addition, N 1/2, SW 1/4, SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 24th day of April in the year 2012.

Legal Name of Donor _____ County/City of _____

CCC Real Estate-I, LLC

By: [Signature]

By: _____

Name: David R. Camrud

Its: County Commission Chairperson/
City Mayor

Title: Vice President, Wells Fargo Bank
as Personal Representative of the
(Corporate Seal) Estate of Betty B. Best

Attest:

County Auditor/City Finance Officer

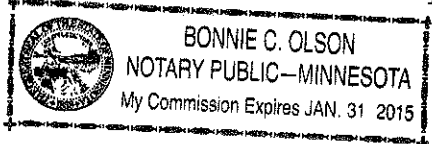
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF CLAY) ss

On this the 24th day of April in the year of 2012, before me, Bonnie Olson, a Notary Public, within and for said County and State, personally appeared David R. Camrud, who acknowledged himself/herself to be the Vice President of Wells Fargo Bank, a limited liability company, and that he/she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as Vice President.

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



[Notary Seal]

[Signature]

Notary Public

My Commission Expires: 1-31-2015

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: CCC Real Estate - I, LLC

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1

Time: 2:30 AM/PM Date: 3-22-2012

Visit Location: Phone Call

List people present during meeting: Sara Odden (KL) David Camrud - Wells Fargo Bank (Property owner)

Notes of the Discussion: Discussed details of project and easement request. Was asked to e-mail appropriate documents for review to david.r.camrud@wellsfargo.com. E-mailed documents at 3:23 pm on 3/22/2012

Call/Visit Number: 2

Time: _____ AM/PM Date: 4-18-2012

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: MAILED DOCUMENTS TO DAVID HURCK in Mitchell, SD office for signatures.

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

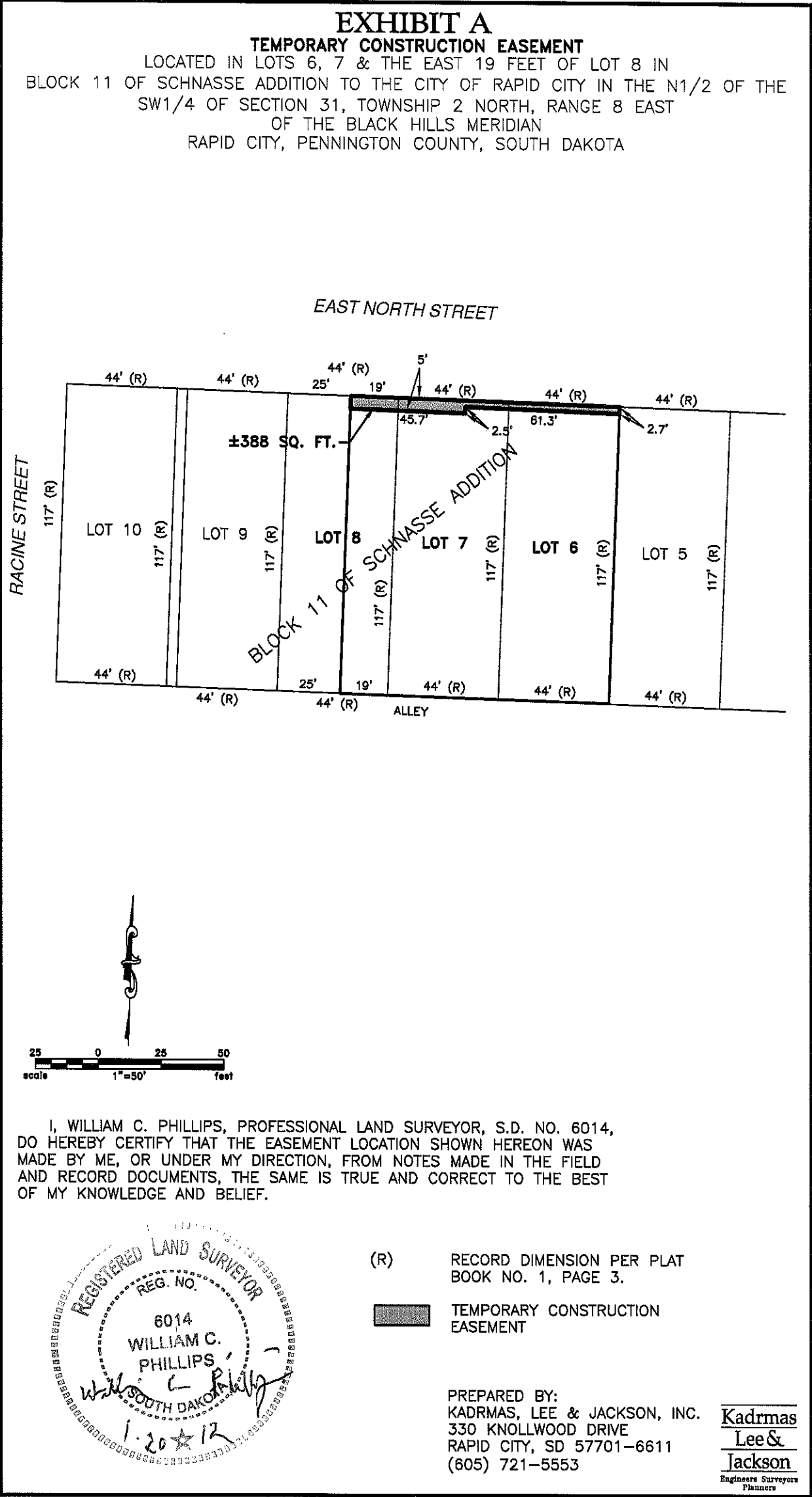
Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE ~~COUNTY/~~ CITY: Rapid City PARCEL NO: E18

This Agreement is made and entered into by and between the ~~County/City~~ of Rapid City acting by and through its ~~County/City~~ Commission, hereinafter referred to as "~~COUNTY/CITY~~," and ~~Parade~~ BANDS, LLC, whose postal address is 46 DeSmet & Biggs, PO BOX 4565, Rapid City, SD 57709, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: Utility Easement in Lot 12, Block 10, Schnasse Addition, N 1/2, SW 1/4, SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

Temporary Easement: Construction Easement in Lots 11, 12 & 13, Block 10, Schnasse Addition, N 1/2, SW 1/4, SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit B.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Legal Name of Donor _____ County/City of _____

By: [Signature]

Name: BRET M. ESTES

Title: OWNER

(Corporate Seal)

By: _____

Its: County Commission Chairperson/
City Mayor

Attest:

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Pennington) ss

On this the 3rd day of July in the year of 2012, before me, Andrea Partida, a Notary Public, within and for said County and State, personally appeared BRET M. ESTES, who acknowledged himself/herself to be the OWNER of BANDS, a limited liability company, and that he/she, as such OWNER, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as OWNER.

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



[Signature]
Notary Public

My Commission Expires: Feb. 20, 2015

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-RW-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: BANDS, LLC

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: PROJECT MANAGER

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1
Time: 9:00 AM/PM Date: 2/20/12
Visit Location: 211 CAMPBELL STREET (CAMPBELL STREET CAFE)
List people present during meeting: BRETT ESTES (OWNER'S REP), TODD PECKOSH, & MIKE MAHONEY (KL&S)

Notes of the Discussion: OWNER QUESTIONED WHETHER CITY WOULD FORCE HIM TO INSTALL LANDSCAPING LATER & WHETHER LIGHT POLE WOULD INTERFERE WITH PARKING. OWNER WILL CHECK WITH RENTER WHETHER THEY WANT LANDSCAPING IN RACING ROW OR NEED DRIVEWAY FROM RACINE.

Call/Visit Number: 2
Time: 9:00 AM/PM Date: 7/13/12
Visit Location: 504 E. NORTH ST
List people present during meeting: BRETT ESTES, TODD PECKOSH, & MIKE MAHONEY

Notes of the Discussion: EXPLAINED ADDED 24' DRIVEWAY ON RACINE, LIGHT POLE & ANCHORS TO BE RELOCATED BY ELEC. CO. & ONLY GRASS IN RACING ROW SPACE. OWNER AGREED & SIGNED ROW DONATION FORM

Call/Visit Number: 3
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

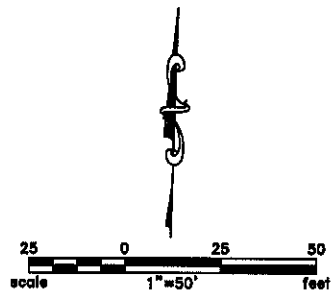
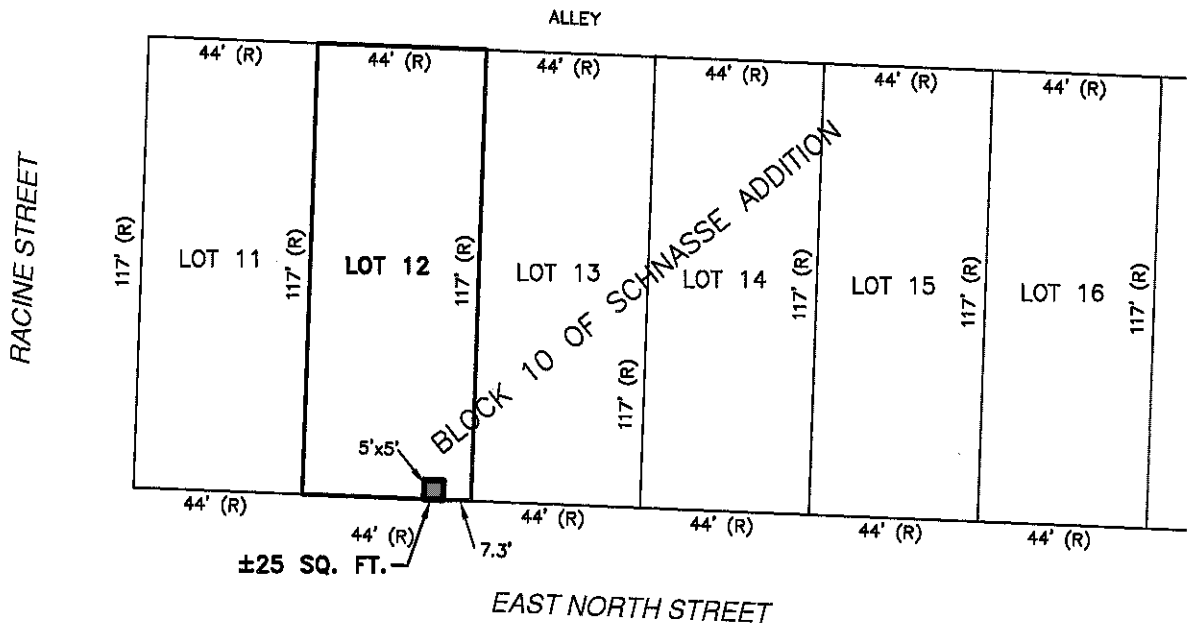
Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

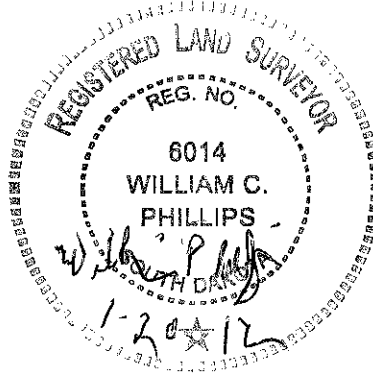
Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.


EXHIBIT A
UTILITY EASEMENT

LOCATED IN LOT 12 IN BLOCK 10 OF SCHNASSE ADDITION TO THE CITY OF RAPID CITY
IN THE N1/2 OF THE SW1/4 OF SECTION 31,
TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



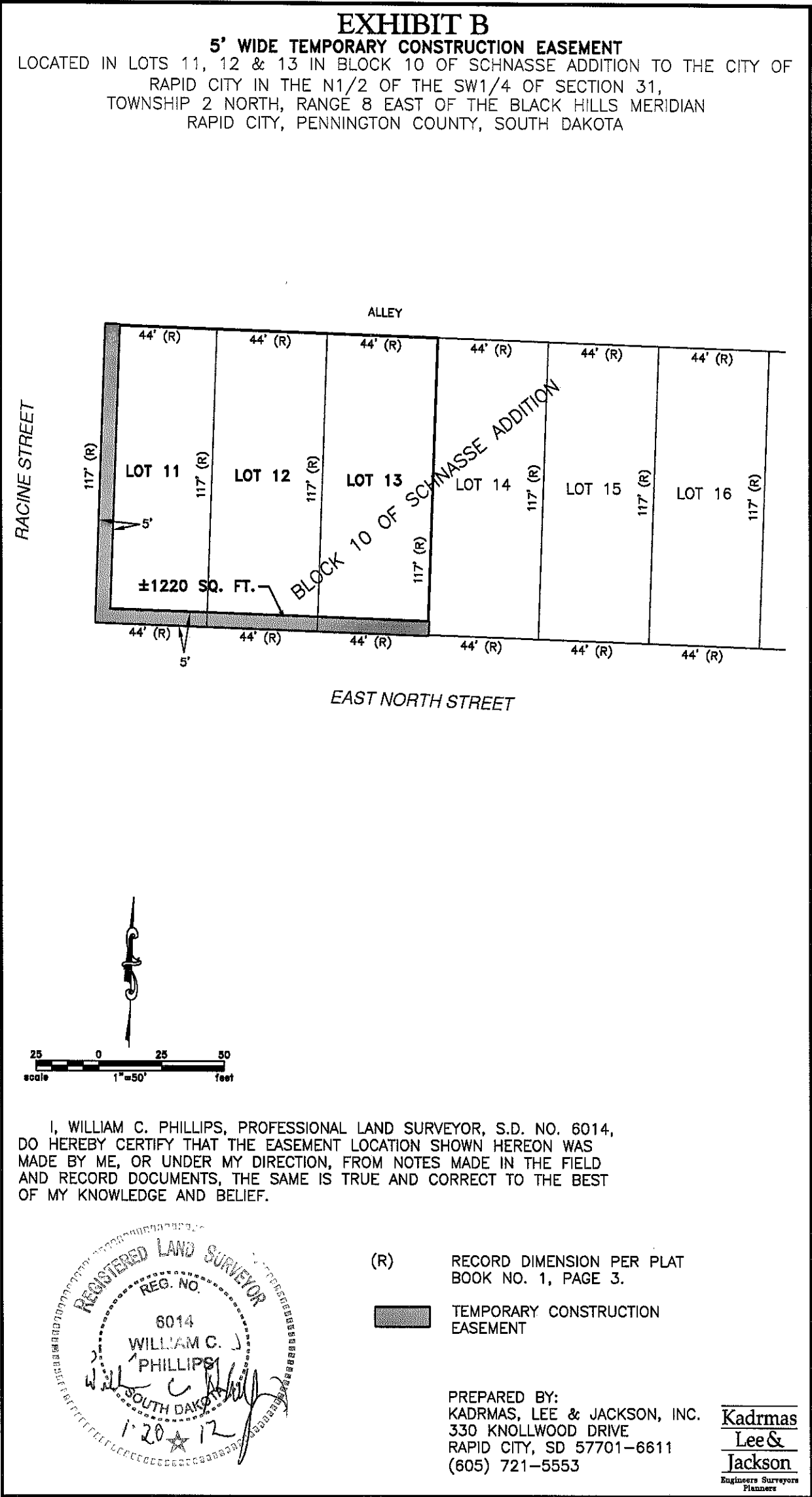
I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



- (R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.
-  UTILITY EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadmas
Lee &
Jackson
Engineers Surveyors
Planners



AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: RAPID CITY PARCEL NO: F1

This Agreement is made and entered into by and between the County/City of RAPID CITY acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and La Croix Properties, LLC, whose postal address is 615 E. NORTH ST., RAPID CITY, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: FOR ROAD CONSTRUCTION AND ROW, LOT H1 IN LOT 14, Amended Plat of Block No 9, FEIGELS ADDITION TO RAPID CITY, NE 1/4, SE 1/4, SEC 31, T2N, R8E, BLACK HILLS MERIDIAN.

Temporary Easement: _____

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Legal Name of Donor

County/City of _____

By: _____

By: _____

Name: _____

Its: County Commission Chairperson/
City Mayor

Title: _____

Attest: _____

(Corporate Seal)

County Auditor/City Finance Officer

[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF _____)

South Dakota)

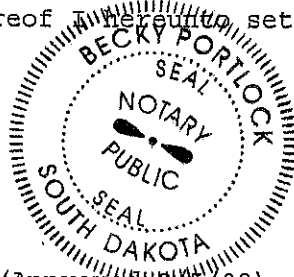
COUNTY OF _____) ss

Meade)

On this the 27th day of June in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared June LaCroix, who acknowledged himself/herself to be the president of LaCroix Investments, a limited liability company, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as June LaCroix.

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

[Notary Seal]



Becky Portlock
Notary Public

My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774(04) PCN: 025E COUNTY/CITY: RAPID CITY
 LANDOWNER: LA CROIX PROPERTIES, LLC

NAME OF NEGOTIATOR: TODD PECKOSH
 TITLE: PROJECT MANAGER

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
 Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1
 Time: 1:00 AM/PM Date: 2/16/12
 Visit Location:

List people present during meeting: JUNE LA CROIX, TODD PECKOSH & MIKE MAHONEY (KL&J)

Notes of the Discussion: 775F LOT H1 FOR HDCT CURB - NO IMPACT ON PARKING. JUNE WILL REVIEW EASEMENT DOCUMENTS & CONTACT KL&J.

Call/Visit Number: 2
 Time: _____ AM/PM Date: 6/27/12
 Visit Location:

List people present during meeting: JUNE LaCroix, Becky Portlock (KLJ)

Notes of the Discussion: Owner agreed to easement depicted and executed the document

Call/Visit Number: 3
 Time: _____ AM/PM Date: _____
 Visit Location:
 List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4
 Time: _____ AM/PM Date: _____
 Visit Location:
 List people present during meeting: _____

Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P17464 PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: F1

This Agreement is made and entered into by and between the ~~County~~/City of Rapid City, acting by and through its ~~County~~/City Commission, hereinafter referred to as "COUNTY/CITY," and La Croix Properties, LLC, whose postal address is 615 E. North St., Rapid City, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: ~~Right of Way~~ Utility Easement in Lots 13 & 14, Amended plat of Block No. 9, Feigels Addition to Rapid City, in the NE 1/4, SE 1/4, Sec 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

Temporary Easement: Construction Easement in Lots 12, 13, 14 & 15, Amended Plat of Block 9, Feigels Addition, in the NE 1/4, SE 1/4, Sec 31, T2N, R8E, Black Hills Meridian as shown in Exhibit B.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: Property owner cannot cover, block, or otherwise inhibit the use of the firehydrant by installing any landscaping structural features, bushes, fences, retaining walls, etc. and the fire hydrant, shall at all times, remain visible from the Street ROW.

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Legal Name of Donor
LaCroix Investments
By: June LaCroix
Name: June LaCroix
Title: Pres.
(Corporate Seal)

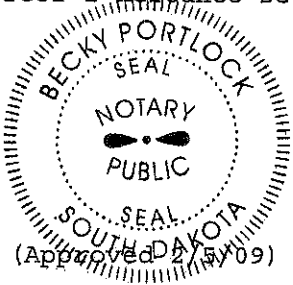
County/City of _____
By: _____
Its: County Commission Chairperson/
City Mayor
Attest: _____
County Auditor/City Finance Officer
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Meade) ss

On this the 27th day of June in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared June LaCroix, who acknowledged himself/herself to be the President of LaCroix Investments, a limited liability company, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as June LaCroix.

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

[Notary Seal]


Becky Portlock
Notary Public
My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-RW-1

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City
 LANDOWNER: ~~JUNE~~ La Croix PROPERTIES, LLC
 NAME OF NEGOTIATOR: Todd Peckosh
 TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet ☒ Right of Way Document(s) ☒ Right of Way Brochures ☒ Other ☐

Call/Visit Number: 1
 Time: 1:00 AM/PM Date: 2/16/12
 Visit Location: 615 E. NORTH (TIMEOUT BOTTLE SHOP)
 List people present during meeting: JUNE LACROIX, TODD PECKOSH & MIKE MAHONEY (KL&J)

Notes of the Discussion: DESCRIBED TEMPORARY EASEMENT. FIRE HYDRANT WILL BE PLACED AS CLOSE AS POSSIBLE TO SIDEWALK & ON PARKING LINE. JUNE WILL REVIEW EASEMENT DOCUMENTS & CONTACT KL&J.

Call/Visit Number: 2
 Time: _____ AM/PM Date: 6/27/12
 Visit Location: _____
 List people present during meeting: JUNE LACROIX, BECKY PORTLOCK (KL&J)

Notes of the Discussion: Owner agreed to document depicted and executed the document

Call/Visit Number: 3
 Time: _____ AM/PM Date: _____
 Visit Location: _____
 List people present during meeting: _____

Notes of the Discussion: _____

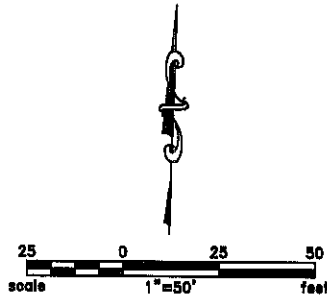
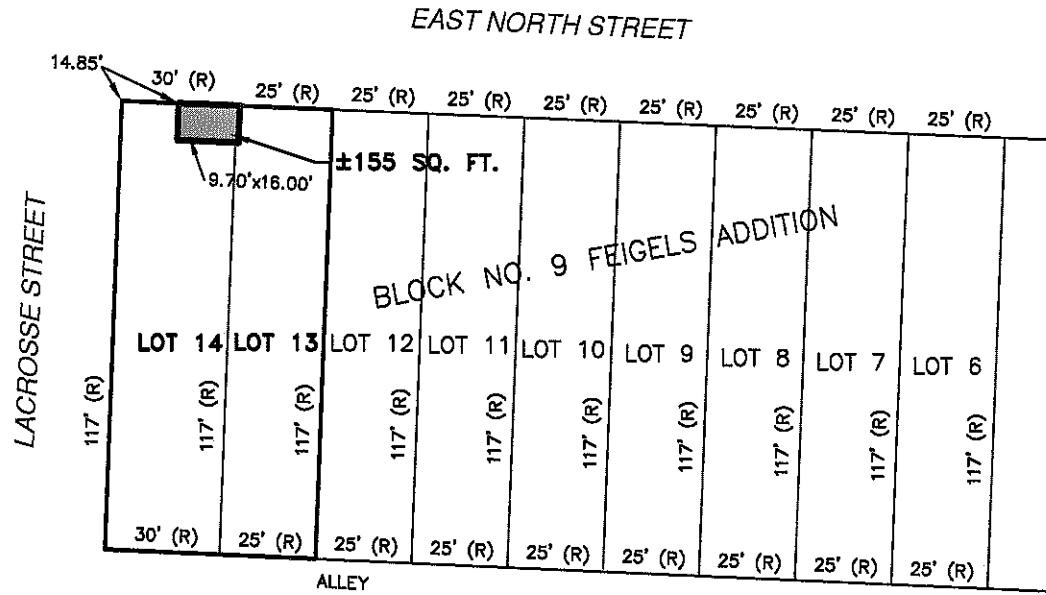
Call/Visit Number: 4
 Time: _____ AM/PM Date: _____
 Visit Location: _____
 List people present during meeting: _____

Notes of the Discussion: _____

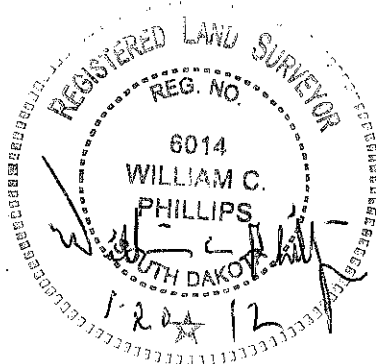
Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

EXHIBIT A
UTILITY EASEMENT

LOCATED IN LOTS 13 & 14, AMENDED PLAT OF BLOCK NO. 9 FEIGELS ADDITION TO
RAPID CITY IN THE NE1/4 OF THE SE1/4 OF SECTION 31,
TOWNSHIP 2 NORTH, RANGE 8 EAST
OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER AMENDED
PLAT OF BLOCK 9 FEIGELS
ADDITION FILED IN "STEEL FILE" IN
THE PENNINGTON COUNTY RECORDS

UTILITY EASEMENT

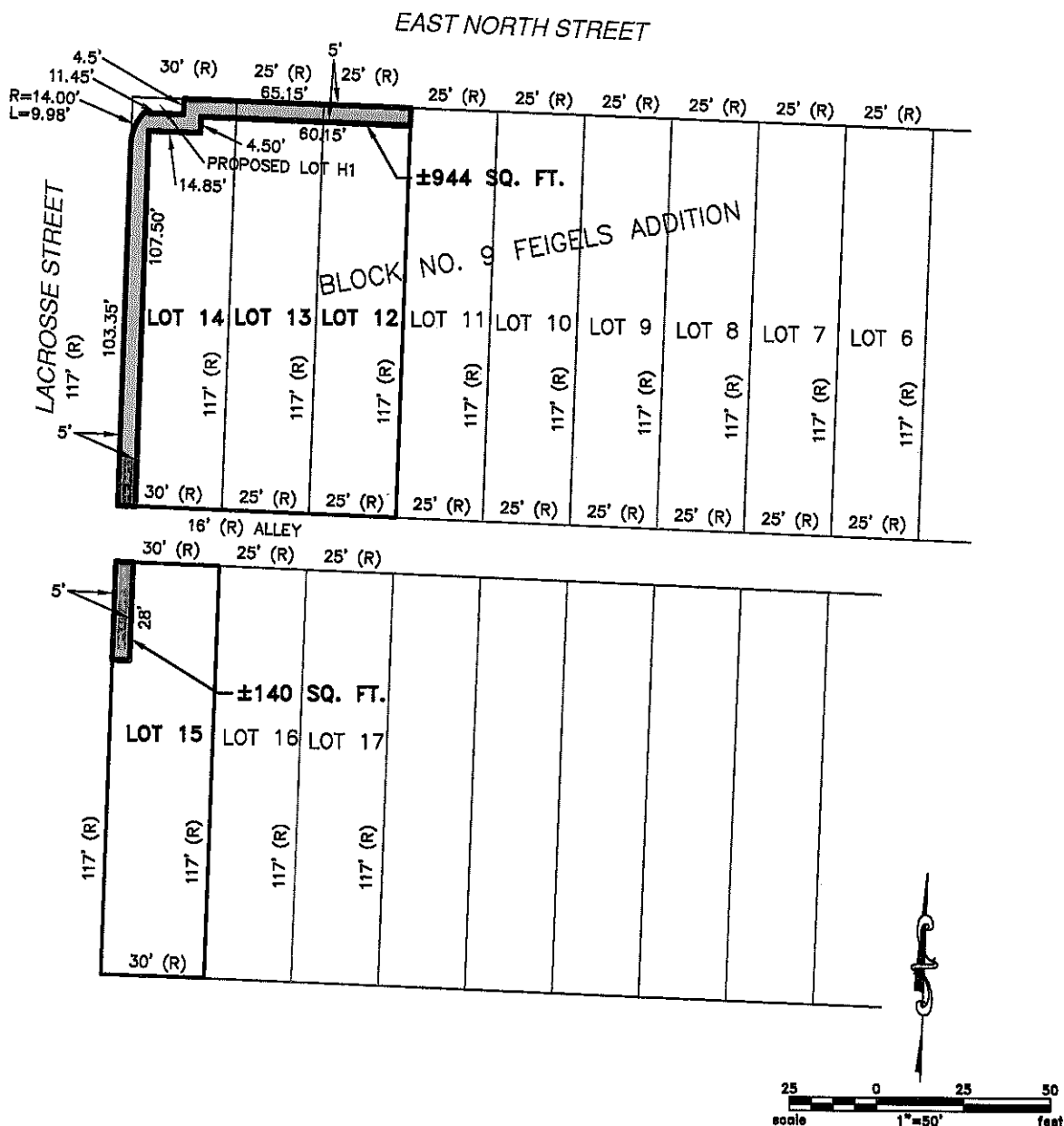
PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 12, 13, 14 & 15, AMENDED PLAT OF BLOCK NO. 9 FEIGELS
ADDITION TO RAPID CITY IN THE NE1/4 OF THE SE1/4 OF THE SECTION 31,
TOWNSHIP 2 NORTH, RANGE 8 EAST
OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014, DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER AMENDED
PLAT OF BLOCK 9 FEIGELS
ADDITION FILED IN "STEEL FILE" IN
THE PENNINGTON COUNTY RECORDS

TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

**Kadrmas
Lee &
Jackson**
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: E2

This Agreement is made and entered into by and between the County/City of Rapid City acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and June M. LaCroix, whose postal address is 615 E. North Street, hereinafter referred to as "DONOR";
Rapid City, SD 57701

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: Utility Easement in Lot 8 Amended Plat of Block No. 9 Feigels Addition, NE 1/4, SE 1/4, Sec 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

Temporary Easement: Construction Easement in Lots 7, 8, 9, 10, & 11, Amended Plat of Block No. 9 Feigels Addition, N 1/4, SE 1/4, Sec 31, T2N, R8E, Black Hills Meridian as shown in Exhibit B

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Donor

County/City of _____

By: La Croix Investments
Name: Gene La Croix

By: _____

Its: County Commission Chairperson/
City Mayor

By: June La Croix
Name: June La Croix

Attest:

County Auditor/City Finance Officer

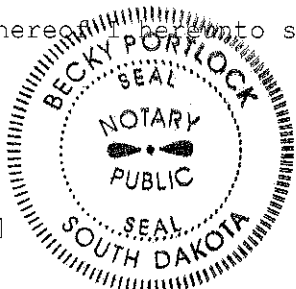
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Meade) ss

On this the 27th day of June in the year of 2012,
before me, Bucky Portlock, a Notary Public, within and for said County
and State, personally appeared June La Croix
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]

Bucky Portlock
Notary Public

My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: P1774(04) PCN: 025E COUNTY/CITY: RAPID CITY
LANDOWNER: ~~LA CROIX PROPERTIES, LLC~~ JUNE M. LA CROIX

NAME OF NEGOTIATOR: TODD PECKOSH
TITLE: PROJECT MANAGER

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1

Time: 1:00 AM/PM Date: 2/16/12

Visit Location: 615 E. NORTH STREET (TIME OUT BOTTLE SHOP)

List people present during meeting: JUNE LA CROIX, TODD PECKOSH & MIKE MAHONEY (KL&J)

Notes of the Discussion: DO NOT MOVE E. NORTH ACCESS DRIVE. ALLEY ACCESS REMAINS UNCHANGED. NEW STREET LIGHT WILL BE BEHIND CORB. JUNE WILL REVIEW EASEMENT & CONTACT KL&J.

SIDEWALK

Call/Visit Number: 2

Time: _____ AM/PM Date: 6/27/12

Visit Location: _____

List people present during meeting: JUNE LaCroix, Becky Portlock (KL&J)

Notes of the Discussion: Owner agreed to document depicted and executed the document

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

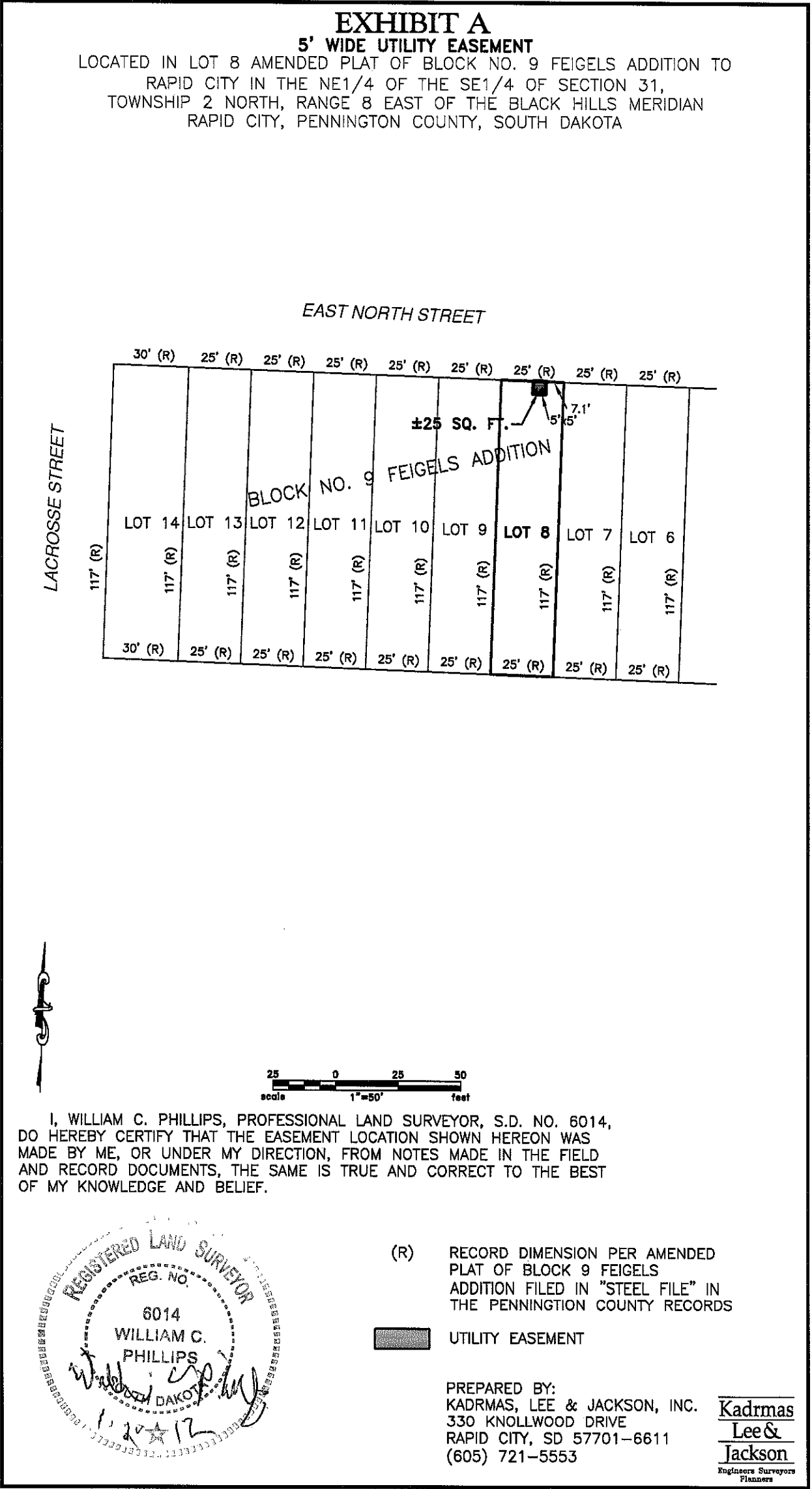
Time: _____ AM/PM Date: _____

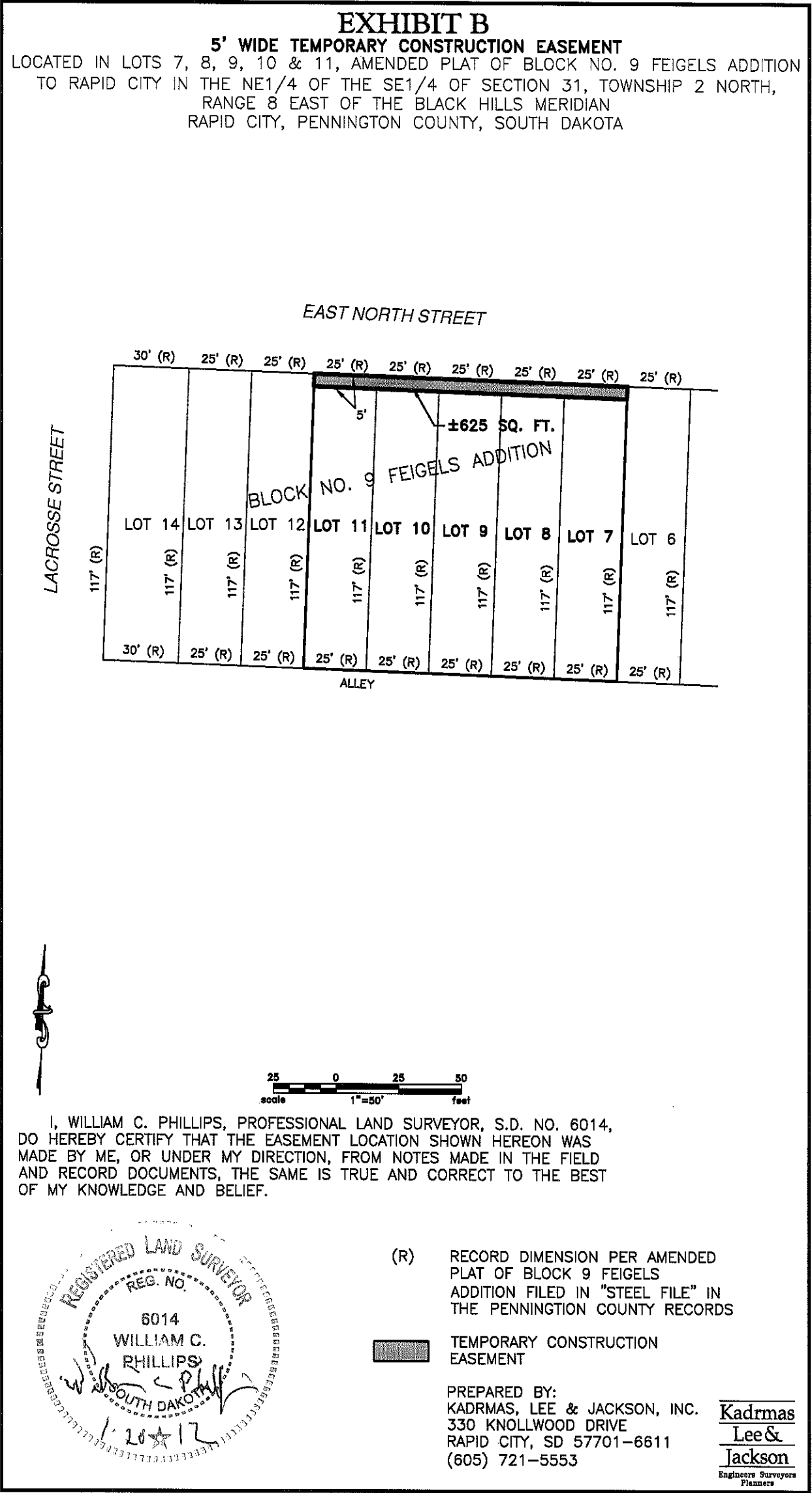
Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.





AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE ~~COUNTY/~~ CITY: Rapid City PARCEL NO: F4

This Agreement is made and entered into by and between the ~~County/City~~ of Rapid City acting by and through its ~~County/City~~ Commission, hereinafter referred to as "~~COUNTY/CITY~~," and Paradis Properties, LLC, whose postal address is 3535 Canyon View Court, Rapid City, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: Utility Easement in Lot 10 of sub division of BLK 4 FEIGEL ADDITION to Rapid City, NW 1/4, SE 1/4 of SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

Temporary Easement: Construction Easement located in Lots 9, 10, 11, 12, 13, 14, the west 35 feet of Lot 15 & Vacated Alley between Lots 9 & 10 of sub Division of BLK 4 FEIGEL ADDITION to Rapid City, NW 1/4, SE 1/4, SEC 31, T2N, R8E, BLACK HILLS MERIDIAN AS SHOWN IN EXHIBIT B.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: Property owner cannot cover, block, or otherwise inhibit the use of the fire hydrant by installing any landscaping structural features, bushes, fences, retaining walls, etc. and the fire hydrant shall, at all times, remain visible from the street ROW.

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Legal Name of Donor
Paradis Properties LLC
 By: Steve Paradis
 Name: Steve Paradis
 Title: MANAGER
 (Corporate Seal)

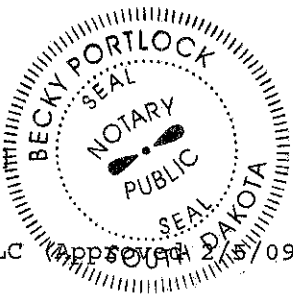
County/City of _____
 By: _____
 Its: County Commission Chairperson/
 City Mayor
 Attest: _____
 County Auditor/City Finance Officer
 [County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF SD)
) ss
 COUNTY OF Meade)

On this the 3rd day of October in the year of 2012, before me, Becky Portlock, a Notary Public, within and for said County and State, personally appeared Steve Paradis, who acknowledged himself/herself to be the Manager of Paradis Properties LLC, a limited liability company, and that he/she, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as manager.

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

[Notary Seal] 

Becky Portlock
 Notary Public
 My Commission Expires: May 20, 2017

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: _____ PCN: _____ COUNTY/CITY: _____
LANDOWNER: STEVE PARADIS

NAME OF NEGOTIATOR: TODD PECKOSH
TITLE: PROJECT MANAGER

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1
Time: 10:30 AM/PM ☒ Date: 5/4/12
Visit Location: INTERSECTION EAST NORTH/LA CROSSE
List people present during meeting: STEVE PARADIS, TODD PECKOSH,
MIKE MAHONEY (KLT)

Notes of the Discussion: OWNER OK W/ CONSTRUCTION & UTILITY EASEMENTS,
BUT REQUESTS COMPENSATION. OWNER REQUESTS 28' DRIVEWAY @ ALLEY TO
REPLACE CLOSED LACROSSE ACCESS. DRAWINGS TO BE REVISED AND MEET
AGAIN IN LATE MAY. \$25,000 Requested.

Call/Visit Number: 2
Time: 10:00 AM/PM ☒ Date: 8/13/2012
Visit Location: Budget Inn Motel 610 E. North St.
List people present during meeting: Steve Paradis (owner), Todd
Peckosh (city), Sara Odden (KLT)

Notes of the Discussion: OWNER QUESTIONED REMOVAL OF DRIVE ON LACROSSE (near)
EN intersection but was ultimately agreeable. City presented \$10,000 for
Property (\$19,000 for all 3) owner countered at \$40,000 total. City to discuss and Sara
will contact owner.

Call/Visit Number: 3
Time: 3:22 AM/PM ☒ Date: 10/3/12
Visit Location: KLT OFFICE - RAPID CITY, SD
List people present during meeting: STEVE PARADIS (owner), TODD PECKOSH (city)
RON WILLIAMS (KLT) BECKY PORTLOCK (KLT)

Notes of the Discussion: OWNER SIGNED DOCUMENTS

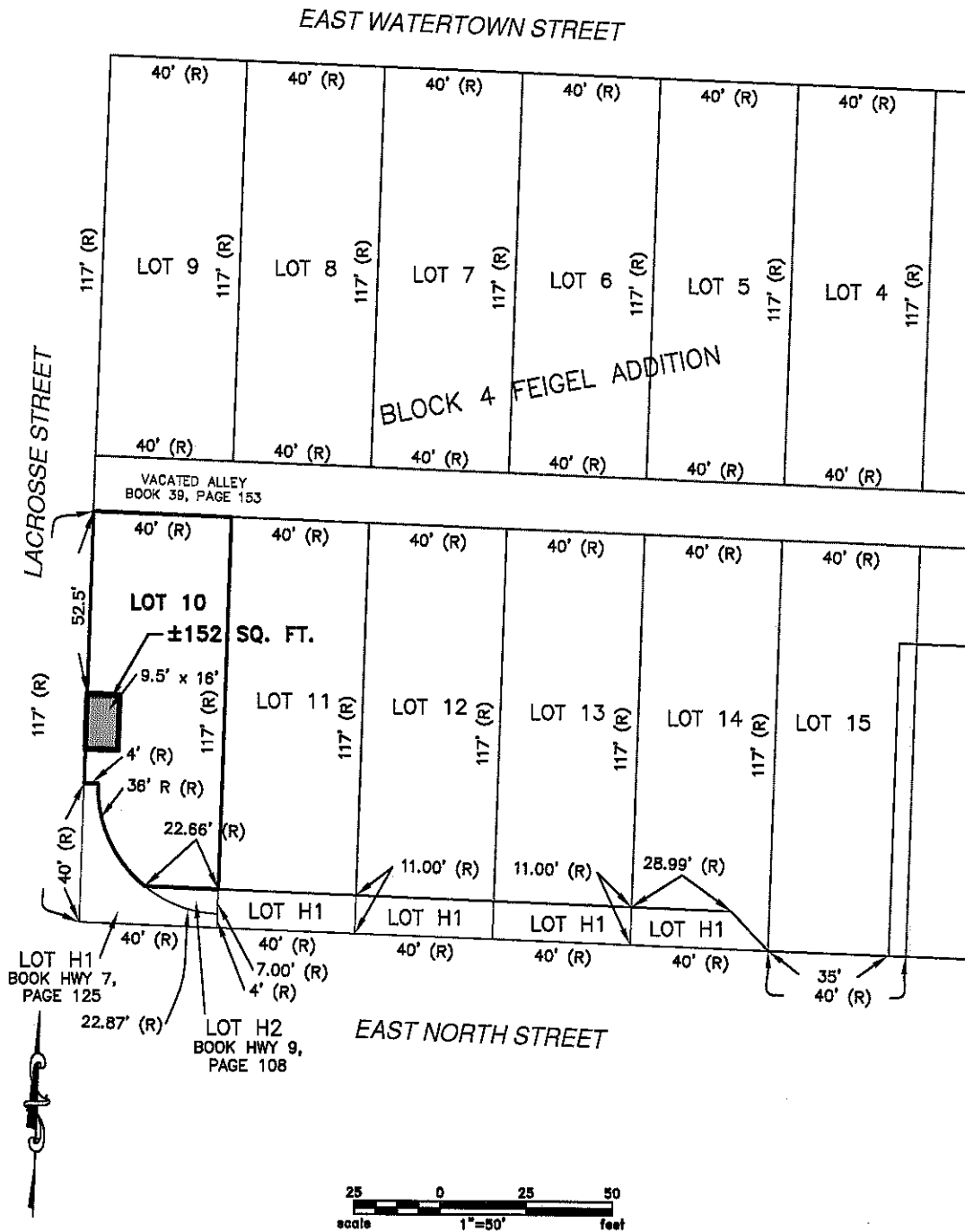
Call/Visit Number: 4
Time: _____ AM/PM _____ Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

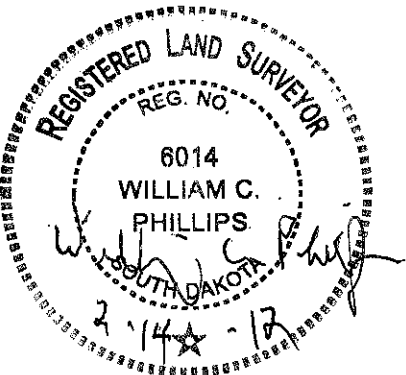
Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

EXHIBIT A
UTILITY EASEMENTS

LOCATED IN LOT 10 OF SUB DIVISION OF BLOCK 4 FEIGEL ADDITION TO RAPID CITY
SOUTH DAKOTA IN THE NW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSIONS PER PLAT
BOOK STEEL FILE (BLOCK 4
FEIGEL ADDITION) & H PLATS AS
SHOWN.



UTILITY EASEMENT

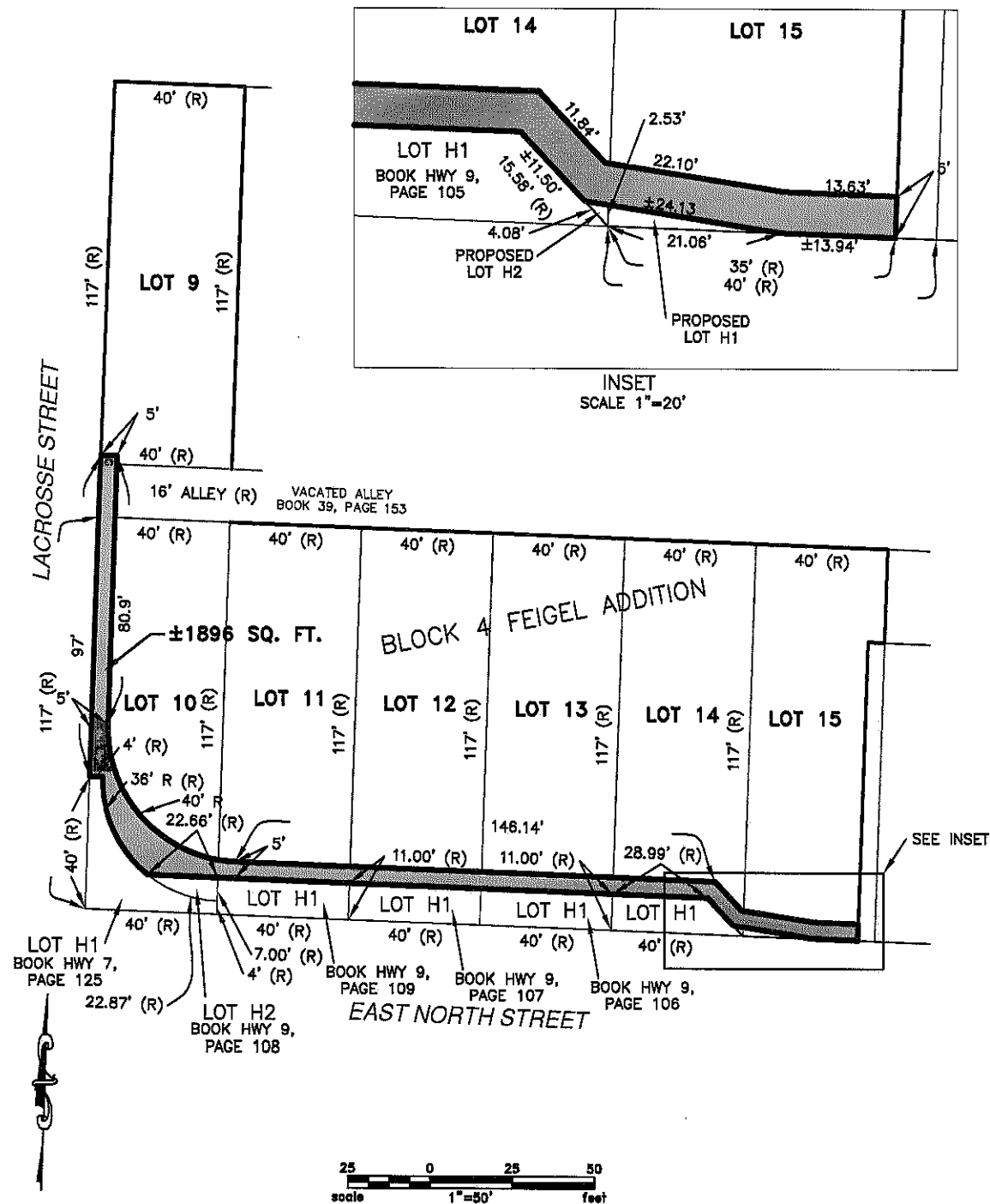
PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

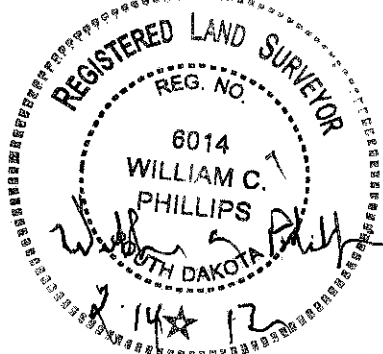
EXHIBIT B

5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 9, 10, 11, 12, 13, 14, THE WEST 35 FEET OF LOT 15 & VACATED ALLEY BETWEEN LOTS 9 & 10 OF SUB DIVISION OF BLOCK 4 FEIGEL ADDITION TO RAPID CITY SOUTH DAKOTA IN THE NW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSIONS PER PLAT
BOOK STEEL FILE (BLOCK 4
FEIGEL ADDITION) & H PLATS AS
SHOWN.



TEMPORARY CONSTRUCTION
EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 025E COUNTY: RAPID CITY PARCEL NO: DZZ

This Agreement is made and entered into by and between the ~~County~~/City of RAPID CITY acting by and through its ~~County~~/City Commission, hereinafter referred to as "~~COUNTY~~/CITY," and EARL W. AND MAXINE BUCK, whose postal address is 210 E. NORTH STREET, RAPID CITY, SD 57701, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: CONSTRUCTION EASEMENT IN LOTS 15, 16 & 17 IN BLOCK 7 OF SCHNASSE ADDITION, N 1/2, SW 1/4, SEC 31 T2N, R8E, BLACK HILLS MERIDIAN, AS SHOWN ON EXHIBIT A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. DONOR shall not erect fences, structures, or obstacles within the perpetual easement.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Donor

County/City of _____

By: Earl W. Buck

By: _____

Name: Earl W. Buck

Its: County Commission Chairperson/
City Mayor

By: Maxine Buck

Attest:

Name: Maxine Buck

County Auditor/City Finance Officer

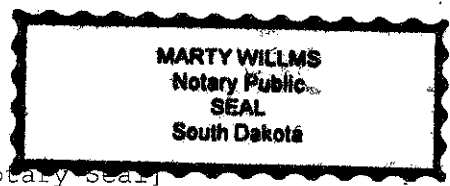
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Bonington) ss

On this the 24th day of January in the year of 2012, before me, Marty Wilms a Notary Public, within and for said County and State, personally appeared Earl W. Buck and Maxine Buck 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]

Marty Wilms
Notary Public
My Commission Expires
January 22, 2014
My Commission Expires: _____

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-R0W-1

PROJECT NO: P1774-104 PCN: 02SE COUNTY/CITY: Rapid City
LANDOWNER: Earl W and Maxine Buck

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction ☒ Right of Way ☒ Right of Way ☒ Other ☐
Plan Sheet ☒ Document(s) ☒ Brochures

Call/Visit Number: 1

Time: 9:00 AM/PM Date: 1/16/12

Visit Location: 210 E. NORTH STREET (CORRAL MOTEL)

List people present during meeting: EARL BUCK, TODD PEKOSH & MIKE MAHONEY (KL4J)

Notes of the Discussion: BOTH ACCESS DRIVES WILL REMAIN AFTER CONSTRUCTION. ONE ACCESS WILL REMAIN OPEN AT ALL TIMES. DAMAGED LANDSCAPE WILL BE REPLACED. OWNER REPORTS A STEEL 3/4" WATERLINE GOES UNDER THE MOTEL TOWARD ALLEY; BOTH CURBSTOPS ARE REPLACED BY PROJECT

Call/Visit Number: 2

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 3

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4

Time: _____ AM/PM Date: _____

Visit Location: _____

List people present during meeting: _____

Notes of the Discussion: _____

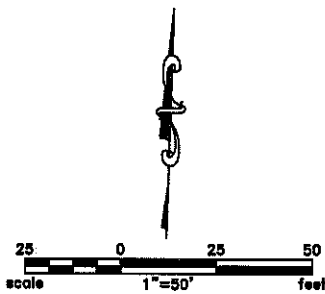
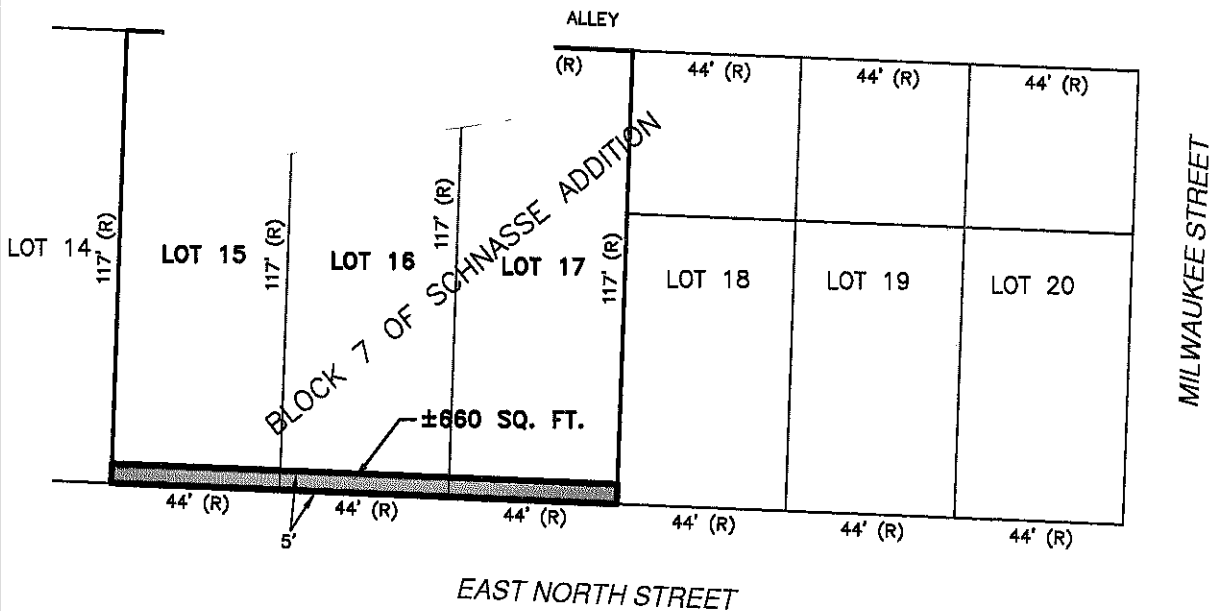
Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

EXHIBIT A

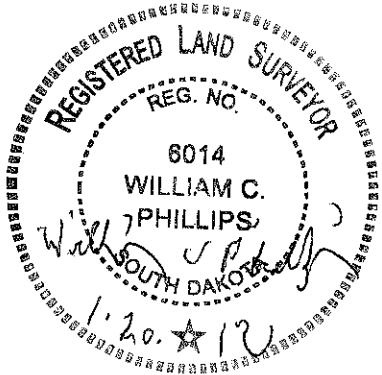
5' WIDE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 15, 16 & 17 IN BLOCK 7 OF SCHNASSE ADDITION TO THE CITY OF
RAPID CITY IN THE N1/2 OF THE SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 8 EAST OF THE BLACK HILLS MERIDIAN
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA

City has
document



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
BOOK NO. 1, PAGE 3.



TEMPORARY CONSTRUCTION
EASEMENT

PREPARED BY:
KADRMAS, LEE & JACKSON, INC.
330 KNOLLWOOD DRIVE
RAPID CITY, SD 57701-6611
(605) 721-5553

Kadrmass
Lee &
Jackson
Engineers Surveyors
Planners