

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: OLSE COUNTY/CITY: Rapid City PARCEL NO: E17

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 SBP LLC, whose postal address is 610 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: FOR Right of Way in Lot 1, Block 11 of Schnasse Addition to the City of Rapid City in the N 1/2, SW 1/4, Sec. 31, T2N, R2E, Black Hills Meridian, Pennington County, South Dakota as shown in Plat of Lot H1.

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. TEN THOUSAND DOLLARS (\$10,000.00)

Stipulations of conditional donation: The existing driveway widths for each of the two access points from East North Street shall be maintained.

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  
SBP LLC  
By: [Signature]  
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]

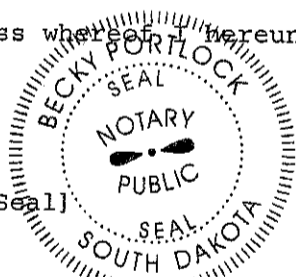
DONOR ACKNOWLEDGMENT

STATE OF SD )  
COUNTY OF Meade ) ss

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 SBP 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 Plan Sheet  Right of Way Document(s)  Right of Way Brochures  Other

Call/Visit Number: 1  
Time: 11:00 AM/PM Date: 5/4/12  
Visit Location: INTERSECTION EAST NORTH/LA CROSSE  
List people present during meeting: STEVE PARADIS, TODD PECKOSH, MIKE MAHONEY (KLS)

Notes of the Discussion: OWNER OK W/ ACQUISITION. REQUESTS COMPENSATION. MEET AGAIN IN LATE MAY TO SETTLE CONCURRENTLY W/ EASEMENTS.

Call/Visit Number: 2  
Time: 10:00 AM/PM Date: 8/13/2012  
Visit Location: 610 E. NORTH Street  
List people present during meeting: Steve Paradis, Todd Peckosh, Sara Odden (KLS)

Notes of the Discussion: Steve requested wider drives on East North. City is ok with matching existing widths. City offered compensation and owner requested an additional amount. City to discuss and Sara will contact Ostene.

Call/Visit Number: 3  
Time: 3:15 AM/PM Date: 10/3/12  
Visit Location: KLS OFFICE - RAPID CITY  
List people present during meeting: STEVE PARADIS (OWNER) TODD PECKOSH (CITY) ROW WILLIAMS (KLS) BECKY PORTLOCK (KLS)

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.

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P1774(04) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: E17

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 SBP, LLC, whose postal address is 1010 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: Utility Easement located in Lot 5, Block 11 of Schnasse Addition to the city of Rapid City, N 1/2, SW 1/4, SEC 31, T2N, R8E, Black Hills Meridian as shown in Exhibit A.

Temporary Easement: Construction Easement located in lots 1, 2, 3, 4, 5 & 20, Block 11, 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: The existing driveway widths for each of the two access points from East North Street shall be maintained.

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 \_\_\_\_\_

SBP LLC

By: [Signature]

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 )  
 )  
COUNTY OF Meade ) ss

On this the 3rd day of October in the year of 2012, before me, Betsy Postlock, a Notary Public, within and for said County and State, personally appeared Steve Paradis, who acknowledged himself/herself to be the Manager of SBP 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.

[Signature]

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: \_\_\_\_\_ 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 Plan Sheet  Right of Way Document(s)  Right of Way Brochures  Other

Call/Visit Number: 1  
Time: 11:00 AM/PM Date: 5/4/12  
Visit Location: INTERSECTION EAST NORTH / LA CROSSE  
List people present during meeting: STEVE PARADIS, TODD PECKOSH  
MIKE MAHONEY (KL&J)

Notes of the Discussion: OWNER OK W/ EASEMENTS, BUT REQUESTS COMPENSATION. PROJECT WILL REMOVE WALL @ ROW. ADJUST CONSTRUCTION EASEMENT TO SHOW THIS AREA. MEET AGAIN IN LATE MAY TO VIEW REVISED DOCUMENT & SETTLE COMPENSATION.

Call/Visit Number: 2  
Time: 10:00 AM/PM Date: 8/13/2012  
Visit Location: 60 E. North Street  
List people present during meeting: Steve Paradis, Todd Peckosh,  
Sara Odden.

Notes of the Discussion: Drives are too narrow per Steve. Steve would like that a minimum match existing drive widths on E. North - City OK with this. City offered \$6,000 for easements (\$19,000 for all 3 prop) Owner requested \$40,000. City to discuss and Sara will contact Steve. Block retaining wall will be removed with Contract.

Call/Visit Number: 3  
Time: 3:15 AM/PM Date: 10/3/12  
Visit Location: KLJ OFFICE - RAPID CITY  
List people present during meeting: STEVE PARADIS (OWNER) TODD PECKOSH (CITY)  
Row Williams (KLJ) Becky Portlock (KLJ)

Notes of the Discussion: OWNER SIGNED DOCUMENTS

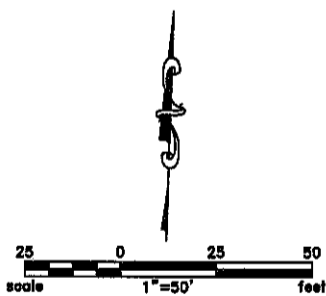
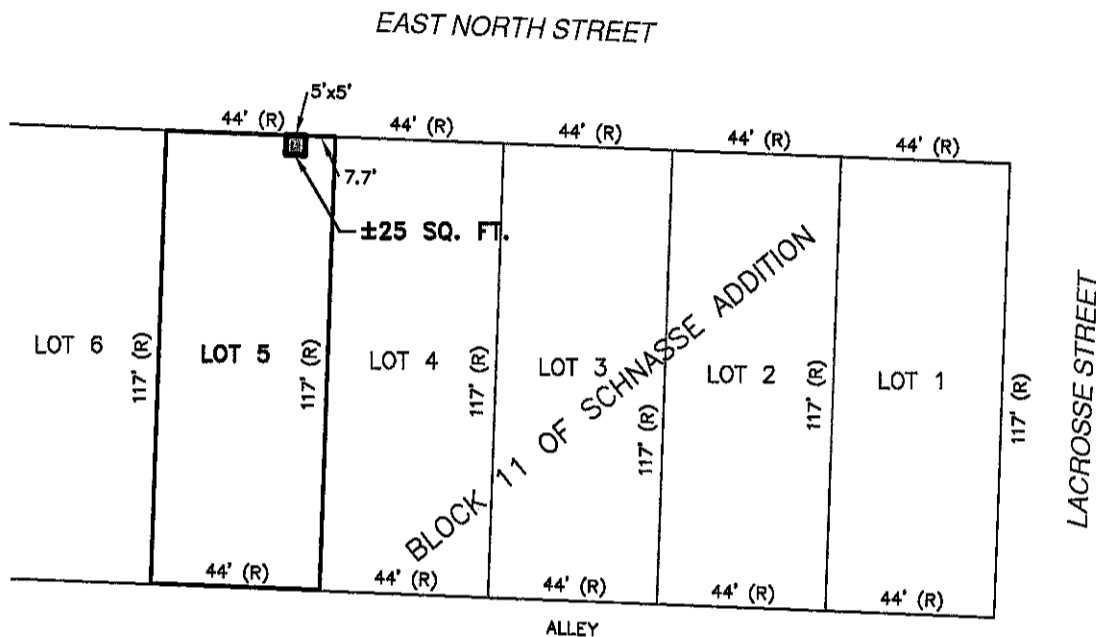
Call/Visit Number: 4  
Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Visit Location: \_\_\_\_\_  
List people present during meeting: \_\_\_\_\_

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 EASEMENT

LOCATED IN LOT 5 IN BLOCK 11 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

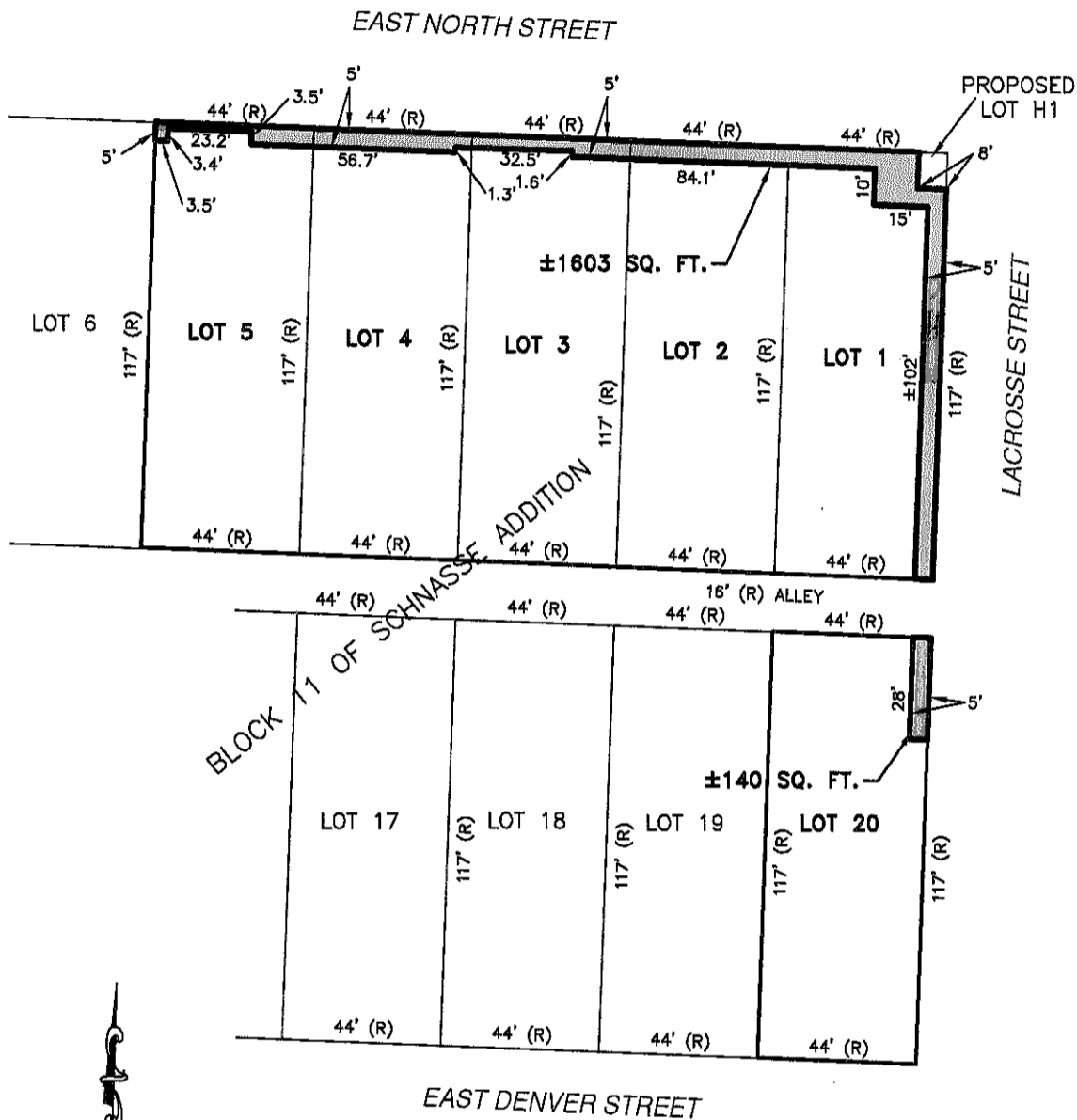
PREPARED BY:  
KADRMAS, LEE & JACKSON, INC.  
330 KNOLLWOOD DRIVE  
RAPID CITY, SD 57701-6611  
(605) 721-5553

**Kadmas  
Lee &  
Jackson**  
Engineers Surveyors  
Planners

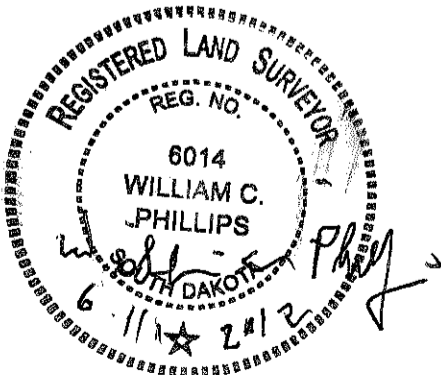
### EXHIBIT B

#### TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOTS 1, 2, 3, 4, 5 & 20 IN BLOCK 11 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

**Kadmas**  
**Lee &**  
**Jackson**  
Engineers Surveyors  
Planners