## RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name: fight far Address: PD Box	nily Limika Partnership	, ware 17	
	130 57709	PCN No. Y Parcel No.	020
- rupid City	30 3//07	County/City	Paid Cill
			Kapia CITI
This Agreement is ent	ered into this	day of	
for highway right-of-	way and facilities, by	and between Fix	her Family Limited
Partnership II. 211P	, hereinafter r	referred to as "Gran	ntor," and (','+/
of Rapid City			igh its County/City
Board of Commissioner	s, hereinafter referre	ed to as "Grantee";	
RECITALS:		•	
highway/city stre Auditor/City Finan	es the construction, et as described by ce Office, and as desi	resolution on grated by the above	file in the County e project number; and
real property here:	inafter described as:	nighway is located	over and across the
Legal Description: 4	portion of Lot 12 /t	i / 1 /// and 0	ELCOLULA
P. I Allin I	1011.01 07 10T /2 It	5> 10T /1/ arv 1)	of DIOCK , OT
Raingow Addition locas			RTE, of the Black
Hills Pleridian, Rapil	1 / Y Pennington !	unty, 50 as sho	WA ON Exhibit PFZ
		//	
NOG BURDERODE II			_
now, therefore, the pa	arties hereto agree an	d understand as fol	lows:
1. This Agreement sh	all be in full for	ce and effect uni	il such highway is
	r action of the Grante		it such hidnman is
mamua zi propo	. addion of the dranet	•	
<ol><li>The following spe parties, are incorr</li></ol>	cial agreements, mutu porated herein and her	ually agreed upon eby made a part of	by and between the this Agreement:
a. Permanent Attorney's		prepared by Co	14 of Rapid lity
b			
c.			
amount of \$ 43 38	3 . Total consider	tee for a total o deration consists o	consideration in the
land conveyed, temp retained salvage va	oorary easement(s), and lue.		for
A The Coaster by de	limoning to Comment	f	Permanent litility Easement
4. The Grantor, by del	livering to Grantee to operty to the Grantee,	ne properly execute	d deed conveying the
of the above amou	nt, less any deducti	ion recognize to	s receipt of payment
encumbrance necessa	ary to guarantee a goo	nd and sufficient t	itle to the Granton
releases the Grante	ee from any claims or	damages accruing	or alleged to accrue
to the adjacent pro	operty because of cons	struction, operation	n, or maintenance of
said highway.		,	, and marked visiting of
5. The Grantor, Granto or disturb any of without the Grantee	or's heirs, successors the above described i e's, or Grantee's dul	highway facilities	or portion thereof,

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

6. Grantor grants permission to the Grantee to enter upon the above described property to commence construction upon approval of this Agreement with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher is processed for payment.

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

Grantor	County/City of
By: Color from morter concre exposes	<b>д</b> Ву:
, J	Its: County Commission Chairperson/ City Mayor
By:	Attest:
Name:	
	County Auditor/City Finance Officer
	[County/City Seal]
GRANTOR ACKNOWLEDGMENT	
COUNTY OF PENNINGTON )	
On this the 8th day of SAM  me, MICHAEL S. RIKEN, a Notary Public personally appeared ROSELT K. FISCHER	
and who executed the foregoing instrument executed the same for the purposes therein	
In witness whereof I hereunto set ${\tt my}\ {\tt hand}\ {\tt a}$	
MICHAEL S. RIKER CON NOTARY PUBLIC TO State of South Dakota	Mick S. Nehr
[Notary Seal]	My Commission Expires: MARCH 15, 2014