

RIGHT OF WAY AGREEMENT

Project No. IM 1902(61)0 PCN No. 1162 Parcel No. 9, 31, 32, CA1, CA3, CA4
 County Pennington

This AGREEMENT for highway right of way with X without _____ control of access entered into by the undersigned, hereinafter referred to as the GRANTOR, and the STATE OF SOUTH DAKOTA acting by and through its Department of Transportation, hereinafter referred to as the STATE, witnesseth;

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

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

Lot H1 in Lot 1 of Lot B in Block 2 of North Boulevard Addition to the City of Rapid City, Pennington County, South Dakota, contains 0.03 acre (1,416 sq. ft.), more or less.

Lot H2 in Lot A of Block 10 of Mallow's Addition to the City of Rapid City, Pennington County, South Dakota, contains 0.02 acre (657 sq. ft.), more or less.

Lot H2 in Block 1 of Mallow's Addition to the City of Rapid City, Pennington County, South Dakota, contains 22 sq. ft., more or less.

To purchase Control of Access to and from Rapid City Greenway Tracts, Pennington County, South Dakota.

To purchase Control of Access to and from Lot 1 of Tract C of the NE1/4 SE1/4 of Section 35, Township 2 North, Range 7 East of the B.H.M., Pennington County, South Dakota.

Tract 19 less Lot H1 of Rapid City Greenway Tracts to the City of Rapid City, Pennington County, South Dakota.

NOW, THEREFORE, it is expressly agreed and understood by the parties hereto that:

(1) This AGREEMENT shall remain in full force and effect until such time as the above described real property is no longer needed for highway purposes and is disposed of in accordance with Law; and;

(2) All fences existing within the right of way area shall become the property of and shall be disposed of by the STATE if not salvaged by the GRANTOR prior to the _____ day of N/A, 20____ and prior to being cleared by the STATE. A temporary fence will be provided where necessary to retain livestock when the GRANTOR elects to have the fence replaced with new fence. This fence is the property of the Contractor and he will remove it after the permanent fence has been placed. Permanent fence constructed within Interstate Highway right of way will remain the property of and will be maintained by the STATE whereas all other permanent fence becomes the property of and is to be maintained by the GRANTOR; and;

(3) The GRANTOR has elected to have any existing fence so removed be replaced by the GRANTEE with one of its standard fences that conforms as nearly as possible to the existing fence. Any fence provided will be no less than a four strand barb wire fence. Type N/A fence will be provided; and;

(4) The STATE will pay for crop damage with the temporary easement area caused by the STATE, its agents, representatives and assigns or any Contractor employed by the STATE only when such crop has been planted prior to the date the GRANTOR signs this AGREEMENT except that crop damage will not be paid for alfalfa or other perennial grass being used for pasture. The amount of crop damage to be paid will be based on the area damaged, percent of damage, average yield on adjoining fields and market price at the time of harvest less a predetermined harvesting cost. Type and location of crops planted prior to the signing date are: **NONE**

; and;

(5) Conditions relating to temporary easement areas on GRANTOR'S property are contained in a separate Temporary Easement Agreement; and;

(6) The GRANTOR is allowed to retain for their salvage value, the following buildings or improvements which are considered to be part of the real property, including fixtures, removable building equipment and any trade fixtures, provided they are removed from the above described real property by the _____ day of _____, _____ unless a removal date extension is granted in writing by the STATE. Items being retained and their salvage value are: **NONE**

; and;

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

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is One Dollar (\$ 1.00).

; and;

(8) The GRANTOR relinquishes all of his right of access, light, air and view between the portions of the above described real property where the right of way is designated to have control of access except in those specific locations as may be designated now or in the future by the STATE; and;

(9) The payment provided for under this Agreement includes compensation for any and all damage to or decrease in value of GRANTOR'S remaining property, including severance damages, attributable to the above-referenced project.

(10) The GRANTOR grants possession of the above described real property to the STATE and all foregoing conditions are binding upon the STATE only upon approval of this AGREEMENT by the STATE'S authorized representative and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and;

(11) The GRANTOR understands and agrees that if there are liens, mortgages or other encumbrances against the above-described real property, the holder of such lien, mortgage or encumbrance may be named as co-payee on any payment to be made pursuant to this Agreement.

(12) Upon receipt of possession of the subject property, STATE and/or its agents and contractors shall be entitled to enter upon the property for purposes of inspecting, surveying, flagging and other preliminary activities incident to the construction project. STATE may so enter upon the property for such purposes even though GRANTOR may still be occupying the property by agreement with STATE. In the event GRANTOR continues to occupy the property subsequent to granting STATE possession, STATE and/or its agents or contractors shall not enter upon the property for any purposes without first providing reasonable prior notice to GRANTOR.

NOW, THEREFORE, BE IT AGREED, that total consideration is \$ 1.00 , it is understood and agreed will be paid as soon as all required documents and releases are properly signed and received by the STATE and a voucher processed for payment as follows:

- \$ 1.00 for land conveyed, temporary easement, improvements and damages
- less \$ -0- for retained salvage
- less \$ -0- to be withheld until improvements are removed
- less \$ -0- to be withheld until keys are delivered and a final inspection is made;

The above and foregoing AGREEMENT is entered into on the _____ day of _____, _____, and in the witness whereof the GRANTOR hereunto subscribes by signature. Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

City of Rapid City _____

ATTESTED TO:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF South Dakota)
)SS
COUNTY OF Pennington)

On this the ____ day of _____, 2015, before me _____, a notary public, personally appeared _____, who acknowledged himself/herself to be the _____, of _____, a corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

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

[Notary Seal]

Notary Public

My commission expires: _____

The above and foregoing AGREEMENT approved this _____ day of _____, _____.

Right of Way Authorized Representative