## AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: EM 1648(66)PCN: 04PG CITY: KAPID CITY PARCEL NO:
This Agreement is made and entered into by and between the County/City of RAPID 177 acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Northwester Englisher Park Dave, whose postal address is 314 Founders Park Dave, APID CITY, 3D 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: LOCKTED IN LOTA OF WEST CONTROL SUBDIVISO.  NW 4 SEC. 32 TZN, RSE, BLYCK HILLS MERINAN AS SABURIN EXHBIT "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 \*GOUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.

Project is completed.	
IN WITNESS WHEREOF, the parties here executed on this day of	
Donor	Gounty/City of RAPID CITY
By: Northwestern Engineering	By:
Name:	Its: C <del>ounty Commission Chairperson</del> / City Mayor
By: Director of Operations Name: Todd Copollan	Attest:
Name: Toda Copollan	
	County Auditor/City Finance Officer
	-{County/City Seal]
DONOR ACKNOWLEDGMENT	
STATE OF South Dakota )	
COUNTY OF <u>Pennington</u> )	
On this the Chelsie Barsness, a Nota and State, personally appeared know	vn to me to be the person(s) described
in and who executed the foregoing ins- he/she/they executed the same for the pur	trument and acknowledged to me that poses therein stated.
In witness whereof I hereunto set my hand	d and official seal.
Other OTAR Life	Notary Public
[Notary Seal]	My Commission Expires: $8/\partial a/19$

(Approved 2/5/09) Page 2 of 3

## RIGHT OF WAY AGREEMENT - PURCHASE

Own Add	er Name: !ress:	: ( <u>Lucimi)</u> 1,37 5	KD STOPU T. FIZMC	GEOFK,	EPOGTYLL	Project No.	Emile	648(06) 186
			IN SD		<i></i>	Parcel No.		
		477N: 1	UADE L	JUSON		County/City	KAPID	City, SD
Thi	s Agreem	nent is e	ntered in	to this	day of	E		,2014.
for	highway	y right-o	f-way and	faciliti	les, by and	between אשולו	-IMITED	STORIGE
					fter referr	ed to as "Gra	intor,"	and
215	Y OF RAF	218 C159				g by and thro		<del>County</del> /City
Boa	rd of Co	mmission	ers, here	inafter r	referred to	as "Grantee";		
REC	ITALS:							
}	highway/	city st	reet as	describ	ed by res	olution on	file i	ce of a county n the .County ct number; and
			e right-of reinafter			way is locate	d over	and across the
Lega	al Descr	iption:	A 1170'	- E < Z	13 9/ PF	LAT 2 5	51 37	TZN, R8.
2.	inter M	1	101100		24/4 3		"A"	1 1 2 1 1 1 1 1
120	scr in	ris //	ELIDIAN	1 45 0	TOUND IN	FXHIBITS	· M AN	) D .
NOW,	, THEREF	ORE, the	parties h	nereto ag	ree and und	erstand as fo	llows:	
	_		shall be per action			nd effect ur	ntil sud	ch highway is
	parties,					agreed upon ade a part of		d between the greement:
	a							
	1-							
	b							
	~				- 2			
	c				(20W)			7
					FERMA	NEWT STERMEN	UNTRIL	ž · · · · · · · · · · · · · · · · · · ·
3. I	The Grant	tor has $\epsilon$	xecuted a	nd delive	ered Temp. 4	ENST. BE FAS	<del>deed</del> c	onveying the
а	above de	scribed	real pro	perty to	Grantee f	for a total		ration in the
		f \$ <u>#94</u>				ion consists		<i>94.00</i> for
				asement(	s), and dama	ages, less 💲	0.00	for
r	retained	salvage	value.			(MOS)		
							2 rsemm	45
4. T	he Gran	tor, by	delivering	g to Gran	ntee the pro-	operly execut	ed <del>deed</del>	conveying the
								ipt of payment any lien or
								the Grantee,
r	eleases	the Gra	ntee from	anv cla	ims or dama	ges accruing	or alle	eged to accrue
t	o the a	djacent	oroperty 1	because o	of construct	zion, operati	on, or i	maintenance of
	aid high		. ut			-		
	_	_						
5. T	he Grant	tor, Gran	itor's he	irs, succ	essors, or	assigns, sha	ll not	interfere with
0	r distu	rb any o	f the abo	ove desci	ribed highw	ay facilities	or poi	rtion thereof,
W	uthout	the Gran	tee's, or	Grantee	.s durh ant	norized repr	esentati	lve's approval

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

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

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

Legal Name of Grantor:	-Gounty/City of RAPID CITY
LINGER OF RAPITO CONYLLC	By:
Name: Wall NV 1)1.	Its: County Commission Chairperson/ City Mayor
Title: vring	Attest:
(Corporate Seal)	County Auditor/City Finance Officer
	[Gounty/City Seal]
GRANTOR ACKNOWLEDGMENT	
STATE OF South Dakota )  (COUNTY OF Pennington )	
On this the 19th day of January Public personally appeared Wands H. Hurlburt himself/herself to be the Aapid City LLC , a limit as such Owner , being foregoing instrument for the purposes there limited liability company by himself/hersel	of Unlimited Storage of ted liability company, and that he/she, authorized so to do, executed the rein stated, by signing the name of the
In witness whereof I hereunto set my hand a	ind official seal.  Wanda L. Sehmelf
[Notary Seal]	Notary Public  My Commission Expire  My Commission Expires: January 4, 2017

## AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: EMIG48(06) PCN: 04P6 CITY: RAPID CITY SD PARCEL NO: 3
This Agreement is made and entered into by and between the Gounty/City of RAPID CITY acting by and through its Gounty/City Commission, hereinafter referred to as "COUNTY/CITY," and HVS /ARTWELSHP/LP, whose postal address is P.O. BOX 1369, hereinafter referred to as "DONOR";
WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:
Perpetual Easement:
Temporary Easement: Lot 1 of Bucking HAM RENTAL SUBDIVISION, SWY OF THE NW 14 OF SEC. 32, TZN, RBE, BUCKHILLS 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:

- DONOR understands DONOR'S right to have an appraisal pre pared 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.
- DONOR shall not erect fences, stru ctures, or obstacles within the perpetual easement.
- DONOR grants permission to GOUNTY-CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

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 2014\_. County/City of RAPID /174 Legal Name of Donor Its: County Commission Chairperson/ City Mayor Name: Title: Mamber Attest: (Corporate Seal) County Auditor/City Finance Officer [County/City Seal] DONOR ACKNOWLEDGMENT day of MOU in the year of 2015, roles Washer a Notary Public, within and for said County sonally appeared Shunc Huller, who acknowledged to be the Member of HVS LP, a limited liability company, and that he/she, as such Member of Member of HVS LP On this the before me, hingsy Washer and State, personally appeared himself/herself to be the , being authorized so to do, executed the foregoing In witness whereof I hereunto set my hand and official General Notary - State of Nebraska LINDSEY MASHEK My Comm. Exp. Sept. 30, 2016. [Notary Seal] My Commission Expires:

## RIGHT OF WAY AGREEMENT - PURCHASE

Ои	mer Name: AR GROUP, LLC Edress: 4915 N. NATIONAL ALENUE	Project No.	EM 1648 (06)
Ac	Idress: 4915 N. NATIONAL ALENUE	PCN No.	04Ple
	SIOUX FALLS, SD, 57/04-0525	Parcel No.	
		County/City	RAPID CITY
Th	is Agreement is entered into this day of	<b>€</b>	
ŧο	or highway right-of-way and facilities, by and	hetween Am	( - A ( )
J., O	n Highway fight-of-way and facilities, by and	between AR	GROUP, LL
	, hereinafter referr	eu to as Gra	antor, and
	CITY of RAPID CITY Gounty/City, actin ard of Commissioners, hereinafter referred to		
RE	CITALS:		
1.	Grantee contemplates the construction, operating highway/city street as described by res Auditor/City Finance Office, and as designate	olution on	file in the County
2.	A portion of the right-of-way for such high real property hereinafter described as:	way is locate	ed over and across the
Le	gal Description: TRALT   OF CENTURY ZI	5080101510	N, LOCATED EN
_7	HE NW'LY OF SECTION 32, TOWNSHIP 2		
	HE BLACK HILLS MERIDIAN		
NO	W, THEREFORE, the parties hereto agree and und	laretand as fo	allows:
NO	w, incherone, the parties hereto agree and und	ierstand as it	Dilows:
1.	This Agreement shall be in full force as abandoned by proper action of the Grantee.	nd effect u	ntil such highway is
2.	The following special agreements, mutually parties, are incorporated herein and hereby m		
	a.		
-			
	b.		
	c.		
3.	The Grantor has executed and delivered a High above described real property to Grantee amount of \$ 27,400.00 . Total considerat land conveyed, temporary easement(s), and dame retained salvage value.	for a total ion consists	consideration in the of \$ 27,400,00 for
	-		
4.	The Grantor, by delivering to Grantee the prabove described property to the Grantee, and of the above amount, less any deduction recombrance necessary to guarantee a good and releases the Grantee from any claims or dama to the adjacent property because of constructional highway.	upon Granton necessary to d sufficient ages accruing	r's receipt of payment satisfy any lien or title to the Grantee, or alleged to accrue

5. The Grantor, Grantor's heirs, successors, or assigns, shall not interfere with or disturb any of the above described highway facilities or portion thereof, without the Grantee's, or Grantee's duly authorized representative's approval

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

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

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

·	
Grantor	County/City of
By: Muchadoto	Ву:
By: Steve ZANdstra	Its: County Commission Chairperson/ City Mayor
Ву:	Attest:
Name:	
	County Auditor/City Finance Officer
	[County/City Seal]
•	
GRANTOR ACKNOWLEDGMENT	
STATE OF South Dakota	
COUNTY OF Pennington ) ss	
on this the 25th day of Sentence, Dary Torres, a Notary Publipersonally appeared Steve ZAND	ember in the year of 2015, before ic, within and for said County and State,
personally appeared Steve ZANdS	stra
known and who executed the foregoing instrument	to me to be the person(s) described in
and who executed the foregoing instrument executed the same for the purposes therein	stated.
In witness whereof I hereunto set my hand	and official seal.
	Hauf Fones
Y To	Notary Public
	My Commission Expires: 8-26-2020
Tar Start S	my commission expires: