

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: EM 1648(66) PCN: 04PG COUNTY: RAPID CITY CITY: RAPID CITY PARCEL NO: 1

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 NORTHWESTERN ENGINEERING COMPANY, whose postal address is 314 FOUNDERS PARK 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: LOCATED IN LOT A OF WEST CENTURY SUBDIVISION NW 1/4 SEC. 32, 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: _____

RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name: UNLIMITED STORAGE OF RAPID CITY LLC Project No. EM1648(06)
Address: 632 ST. FRANCIS ST PCN No. 04PG
RAPID CITY, SD 57701 Parcel No. 2
ATTN: WADE WILSON County/City RAPID CITY, SD

This Agreement is entered into this _____ day of _____, 2014,
for highway right-of-way and facilities, by and between UNLIMITED STORAGE
OF RAPID CITY LLC, hereinafter referred to as "Grantor," and CITY OF RAPID CITY
CITY OF RAPID CITY County/City, acting by and through its County/City
Board of Commissioners, hereinafter referred to as "Grantee";

RECITALS:

1. Grantee contemplates the construction, operation, and maintenance of a ~~county~~
~~highway/city~~ street as described by resolution on file in the ~~County~~
~~Auditor/City~~ Finance Office, and as designated by the above project number; and
2. A portion of the right-of-way for such highway is located over and across the
real property hereinafter described as:

Legal Description: N170' OF S 313.96' OF LOT 2, SEC. 32, T2N, R9E,
BUCK HILLS MERIDIAN AS SHOWN IN EXHIBITS "A" AND "B".

NOW, THEREFORE, the parties hereto agree and understand as follows:

1. This Agreement shall be in full force and effect until such highway is
abandoned by proper action of the Grantee.
2. The following special agreements, mutually agreed upon by and between the
parties, are incorporated herein and hereby made a part of this Agreement:

- a. _____
- b. _____
- c. _____

3. The Grantor has executed and delivered ^(ROW) ~~TEMP. CONST. EASEMENT~~ PERMANENT STORMWATER EASEMENT conveying the
above described real property to Grantee for a total consideration in the
amount of \$ 494.00. Total consideration consists of \$ 494.00 for
land conveyed, temporary easement(s), and damages, less \$ 0.00 for
retained salvage value.

4. The Grantor, by delivering to Grantee the properly executed ~~deed~~ ^(ROW) EASEMENTS conveying the
above described property to the Grantee, and upon Grantor's receipt of payment
of the above amount, less any deduction necessary to satisfy any lien or
encumbrance necessary to guarantee a good and sufficient title to the Grantee,
releases the Grantee from any claims or damages accruing or alleged to accrue
to the adjacent property because of construction, operation, or maintenance of
said highway.

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

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: EM1648(06) PCN: 04P16 COUNTY/CITY: RAPID CITY, SD PARCEL NO: 3

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 HVS PARTNERSHIP, LLP, whose postal address is P.O. Box 1369, SCOTTSDUFF, NE 69363, 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 BUCKINGHAM RENTAL SUBDIVISION,
SW 1/4 OF THE NW 1/4 OF SEC. 32, 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 2014.

Legal Name of Donor

County/City of RAPID CITY

HVS PARTNERSHIP

By: [Signature]

By: _____

Name: Shane Hulick

Its: ~~County Commission Chairperson/~~
City Mayor

Title: Member

Attest: _____

(Corporate Seal)

~~County Auditor/City Finance Officer~~

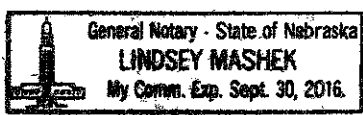
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF NE)
COUNTY OF Scottsbluff) ss

On this the 16 day of May in the year of 2015, before me, Lindsey Mashek a Notary Public, within and for said County and State, personally appeared Shane Hulick, who acknowledged himself/herself to be the member of HVS, LLP, a limited liability company, and that he/she, as such member, 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 Shane Hulick, member

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



[Notary Seal]

[Signature]
Notary Public

My Commission Expires: Sept 30, 2016

RIGHT OF WAY AGREEMENT - PURCHASE

Owner Name: AR GROUP, LLC
Address: 4915 N. NATIONAL AVENUE
SIOUX FALLS, SD, 57104-0525

Project No. EM 1648(06)
PCN No. 04PL6
Parcel No. 4
County/City RAPID CITY

This Agreement is entered into this _____ day of _____, _____
for highway right-of-way and facilities, by and between AR GROUP, LLC
_____, hereinafter referred to as "Grantor," and CITY OF RAPID CITY
CITY OF RAPID CITY County/City, acting by and through its County/City
Board of Commissioners, hereinafter referred to as "Grantee";

RECITALS:

- 1. Grantee contemplates the construction, operation, and maintenance of a county highway/city street as described by resolution on file in the County Auditor/City Finance Office, and as designated by the above project number; and
- 2. A portion of the right-of-way for such highway is located over and across the real property hereinafter described as:

Legal Description: TRACT 1 OF CENTURY 21 SUBDIVISION, LOCATED IN
THE NW 1/4 OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 8 EAST OF
THE BLACK HILLS MERIDIAN

NOW, THEREFORE, the parties hereto agree and understand as follows:

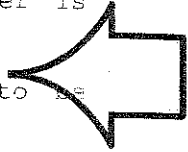
- 1. This Agreement shall be in full force and effect until such highway is abandoned by proper action of the Grantee.
- 2. The following special agreements, mutually agreed upon by and between the parties, are incorporated herein and hereby made a part of this Agreement:

- a. _____
- b. _____
- c. _____

- 3. The Grantor has executed and delivered a Highway USE deed conveying the above described real property to Grantee for a total consideration in the amount of \$ 27,400.00. Total consideration consists of \$ 27,400.00 for land conveyed, temporary easement(s), and damages, less \$ 0 for retained salvage value.
- 4. The Grantor, by delivering to Grantee the properly executed deed conveying the above described property to the Grantee, and upon Grantor's receipt of payment of the above amount, less any deduction necessary to satisfy any lien or encumbrance necessary to guarantee a good and sufficient title to the Grantee, releases the Grantee from any claims or damages accruing or alleged to accrue to the adjacent property because of construction, operation, or maintenance of said highway.
- 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 be executed as of the date written above.

Grantor County/City of _____

By: Steve Zandstra

By: _____

Name: Steve Zandstra

Its: County Commission Chairperson/
City Mayor

By: _____

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 September in the year of 2015, before me, Darcy Torres a Notary Public, within and for said County and State, personally appeared Steve Zandstra 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.

Darcy Torres

Notary Public



My Commission Expires: 8-26-2020