

RW-91 (8-06)

TEMPORARY EASEMENT AGREEMENT (CITY)

Project No. P 0044(129)42 PCN No. X01D Parcel No. RC2
 County Pennington

This AGREEMENT for temporary easement facilities entered into by the undersigned, hereinafter referred to as Grantor, to the City of Rapid City, South Dakota, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantee contemplates the construction, operation and maintenance of utility facilities on the above described project, as described by plans; and;

WHEREAS, a portion of the temporary easement for such utility is located over and across the real property hereinafter described as:

Parcel A in the SE1/4 SW1/4 of Section 3 - Township 1 North - Range 7 East of the B.H.M., Pennington County, South Dakota.

WHEREAS, the Grantor has this date granted permission to enter upon the above described real property to the Grantee, for a total consideration for temporary easements, improvements and damages of: \$ 1,555.20; consisting of \$ 1,555.20, for temporary easement, improvements and damages, less \$ -0-, for retained salvage.

NOW, THEREFORE, it is expressly covenanted, agreed and understood by the parties hereto, as follows:

(1) This AGREEMENT shall be in full force and effect until December 31, 2014; and;

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(2) The following special agreements mutually agreed upon by and between the parties hereto 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 CITY, including land conveyed, temporary easements, damages, improvements, and interest is One thousand five hundred dollars (\$ 1,555.²⁰).
fifty five and 20/100

- The City shall perform all work in a workmanlike manner and shall leave the property in as good condition as existed prior to entry thereon. However, the City will not be responsible for repairing or replacing any structures or improvements that are placed in the temporary easement after the effective date of the easement.

- Any grass disturbed will be replaced with sod.
- Any portion of the sprinkler system disturbed will be replaced.
- Any asphalt disturbed will be replaced.

(3) That said foregoing special agreements and consideration are binding upon said Grantee only when approved by the Grantee's authorized representative, and in the event that said consideration of special agreements are not approved, this AGREEMENT is null and void of no force or effect; and;

(4) In accordance with the plans and specifications now on file in the office of the City of Rapid City, South Dakota, that said Grantee, its agents, representative, assigns or any Contractor employed by the Grantee, may enter upon the above described premises owned by the Grantor and use all designated temporary easement areas for the proper construction of said utility, such fillslope, cutslope, detour, or channel change areas are estimated to be 2,000 square feet for this project and payment is included in the amount stated above at the rate of \$ N/A per square foot. It is further agreed and understood by the Grantor that any additional temporary easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all the areas used shall be sloped and graded as smooth as is practicable in the construction of said utility and left in a neat and workmanlike manner. Said Grantee may enter upon said land and repair or maintain said area as necessary for the proper operation of said utility facility during the life of this AGREEMENT; and;

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(5) The Grantor, his heirs, successors or assigns, shall not interfere with or disturb any such above described utility facility or portion thereof, without express approval of the Grantee or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee or its duly authorized representative; and;

(6) The 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 processed for payment, the above and foregoing AGREEMENT is entered into on this 22nd day of June, 2011, and in the witness whereof the Grantor hereunto subscribes by signature.

Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

Blazer, LLC
O. M. Osheim
Manager
Corporate Seal Unavailable

ACKNOWLEDGMENT

STATE OF South Dakota)
) SS
COUNTY OF Pennington)

On this 22 day of June, in the year 2011, before me a Notary Public within and for said County and State, has personally appeared O. M. Osheim, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

John R. Keyes
Notary Public
My Commission Expires: April 17, 2015

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

Authorized Representative of City/County

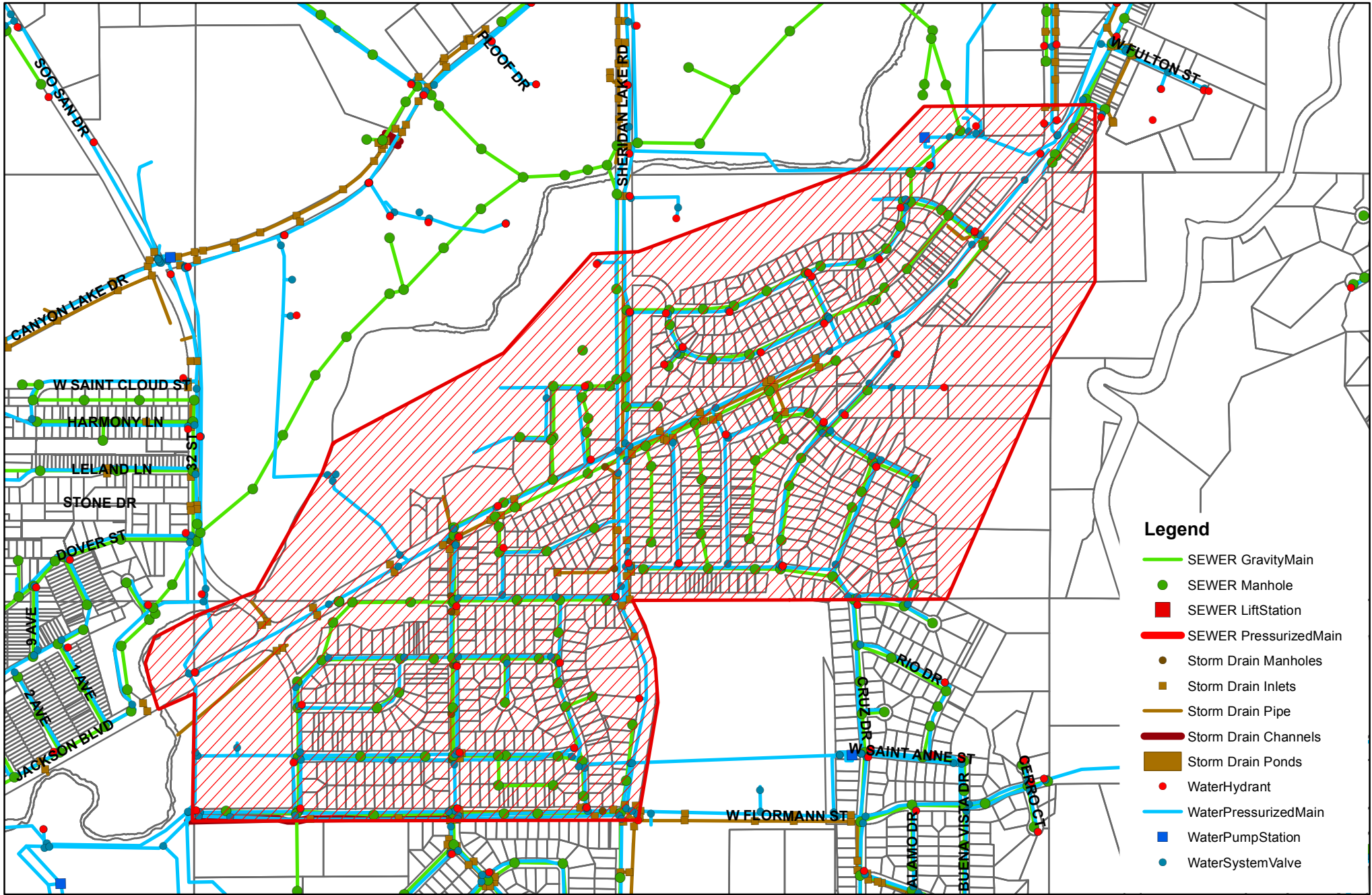
ATTEST:

City Finance Officer

FIGURE 1 of EXHIBIT "A"

SCALE 1" = 800'

PW062811-10



Legend

- SEWER GravityMain
- SEWER Manhole
- SEWER LiftStation
- SEWER PressurizedMain
- Storm Drain Manholes
- Storm Drain Inlets
- Storm Drain Pipe
- Storm Drain Channels
- Storm Drain Ponds
- WaterHydrant
- WaterPressurizedMain
- WaterPumpStation
- WaterSystemValve

JACKSON BLVD UTILITIES PROJECT
PROJECT NO. SSW09-1509 CIP NO. 50351