



01/21/2021 Release to Right of Way

# 22nd Avenue S

Sec. 1-T109N-R50W

STATE OF SOUTH DAKOTA	PROJECT EM 0295(45)130	SHEET	TOTAL SHEETS
		B11	B38

FILE: ...\\B11 (22nd Ave 500+00).dgn  
PLOT DATE: 01-21-2021  
REV DATE:  
INITIAL:

503+40.00 - 13.67' R to 10+50.09 - 28.60' L  
Install 18" -264' RC Pipe  
(Between DI#1 and JB#1)

Install 2'x 3' Type B Drop  
Inlets, Type B Frame &  
Grate and 6" Concrete Collars  
at the Following Location:  
503+40.00 - 13.67' R (DI#1)

## BROOKINGS



Paul E. Moriarty Living Trust  
Parcel A1

SE 1/4

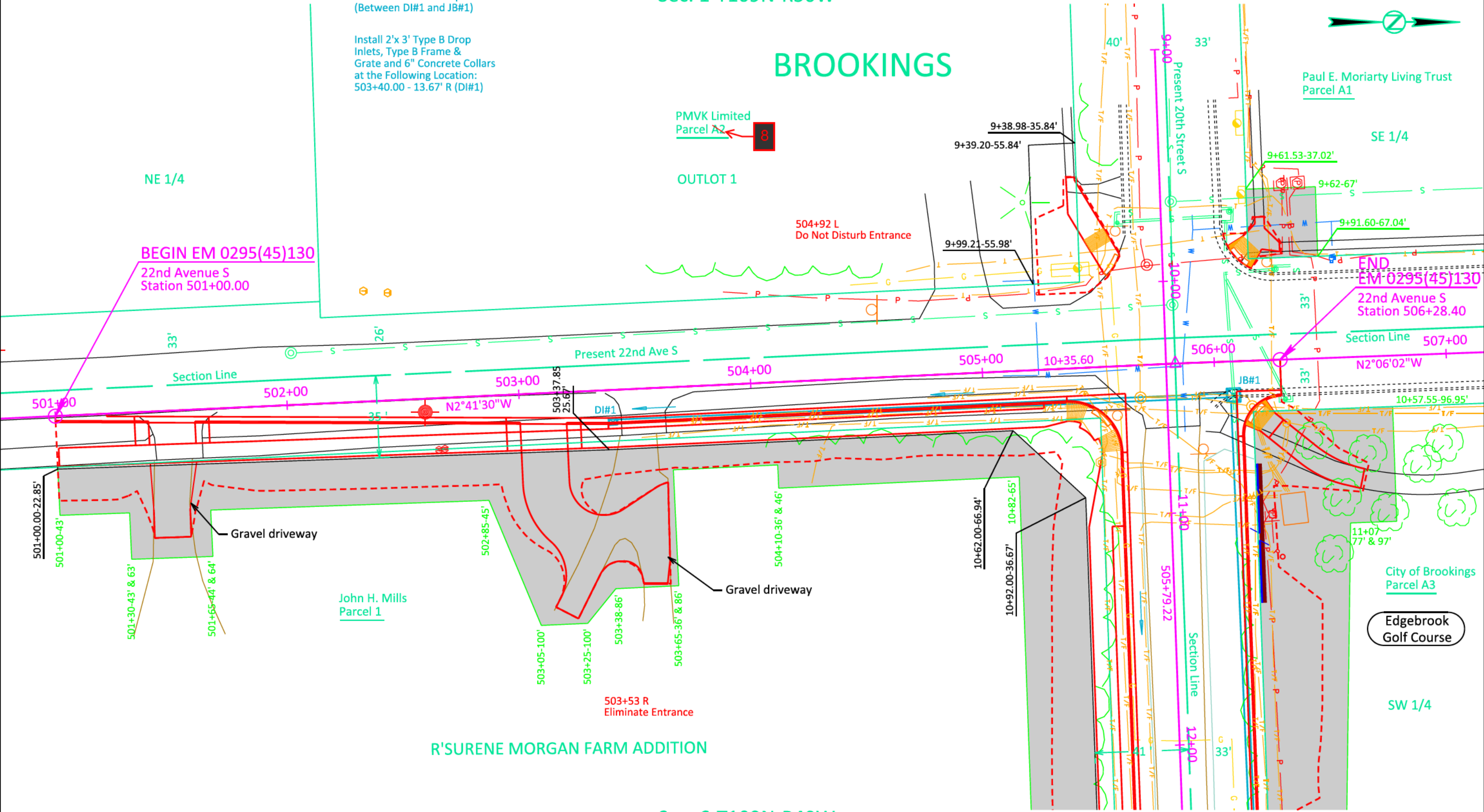
PMVK Limited  
Parcel A2

OUTLOT 1

504+92 L  
Do Not Disturb Entrance

BEGIN EM 0295(45)130  
22nd Avenue S  
Station 501+00.00

END  
EM 0295(45)130  
22nd Avenue S  
Station 506+28.40



R'SURENE MORGAN FARM ADDITION

Sec. 6-T109N-R49W

Edgebrook  
Golf Course

SW 1/4



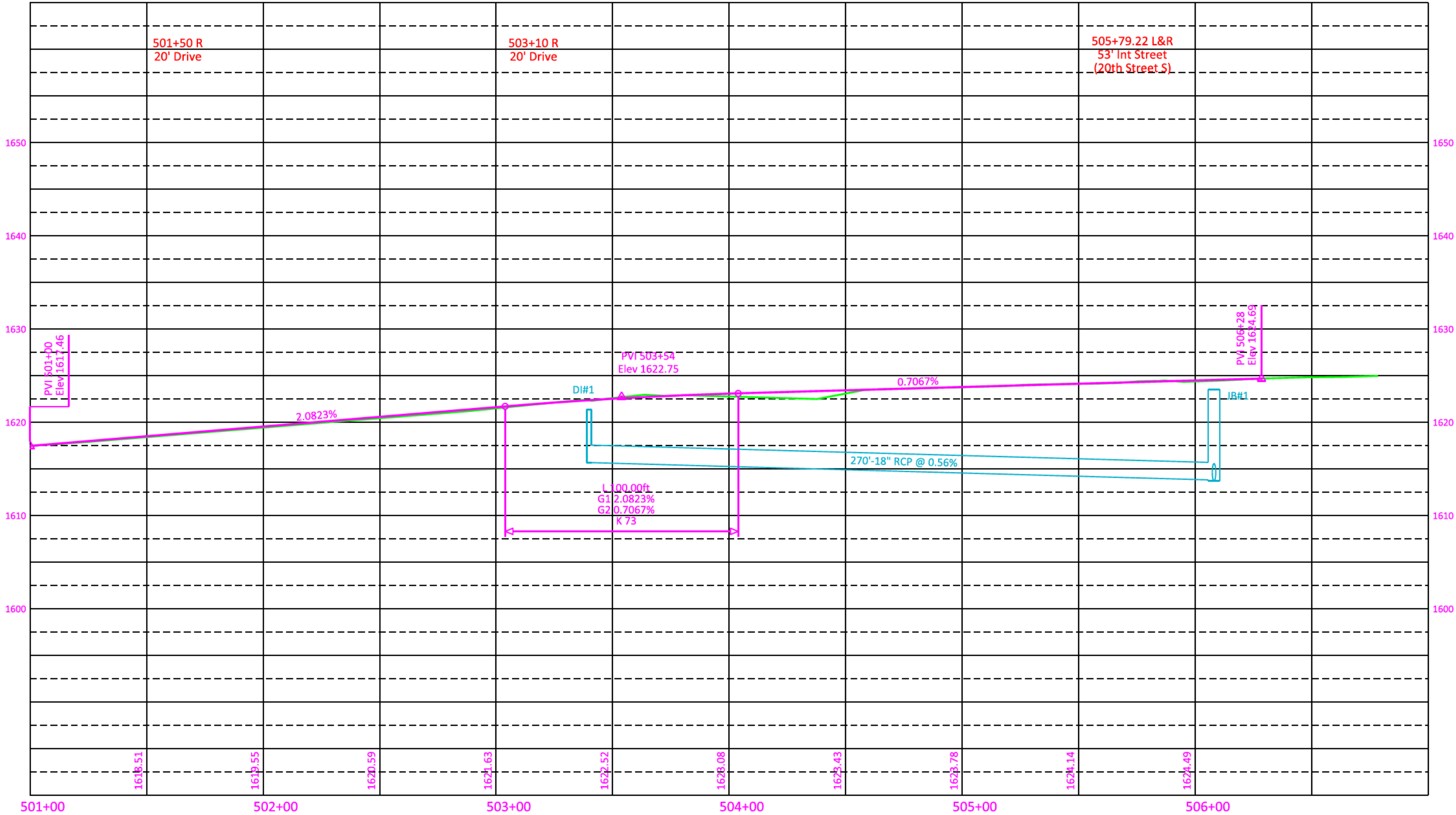
01/21/2021 Release to Right of Way

# 22nd Avenue S Profile

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	B12	B38

FILE: ...\\B12 (22nd Ave 500+00)P.dgn  
PLOT DATE: 01-21-2021

REV DATE:  
INITIAL:





01/21/2021 Release to Right of Way

# 20th Street S

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	B13	B38

FILE: ...\\Section B\\B13 (10+00).dgn  
PLOT DATE: 01-21-2021  
REV DATE: INITIAL:

Sec. 36-T110N-R50W

BROOKINGS

Sec. 31-T110N-R49W

10+46 to 10+80 - 29' L  
Take Out 18"-34' CMP  
(Incidental Work, Grading)

10+50.09 - 28.60' L to 13+50.00 - 31.67' L  
Install 24" -296' RC Pipe  
(Between JB#1 and DI#2)

13+50.00 - 31.67' L to 19.67' R  
Install 18" -50' RC Pipe  
(Between DI#2 and DI#3)

13+50.00 - 31.67' L to 15+10 - 37' L  
Install 24" -160' RC Pipe  
(50', 26', 74', & 10' Str Pipe)  
& 2-22.5° RC Bends  
& 1-45° RC Bend  
& 1 Flared End  
(Between DI#2 and End Outlet)

Install 3'x 4' Type B Drop  
Inlet, Type B Frame &  
Grate and 6" Concrete Collar  
at the Following Location:  
13+50.00 - 31.67' L (DI#2)

Install 2'x 3' Type B Drop  
Inlet, Type B Frame &  
Grate and 6" Concrete Collar  
at the Following Location:  
13+50.00 - 19.67' R (DI#3)



BROOKINGS

SW 1/4

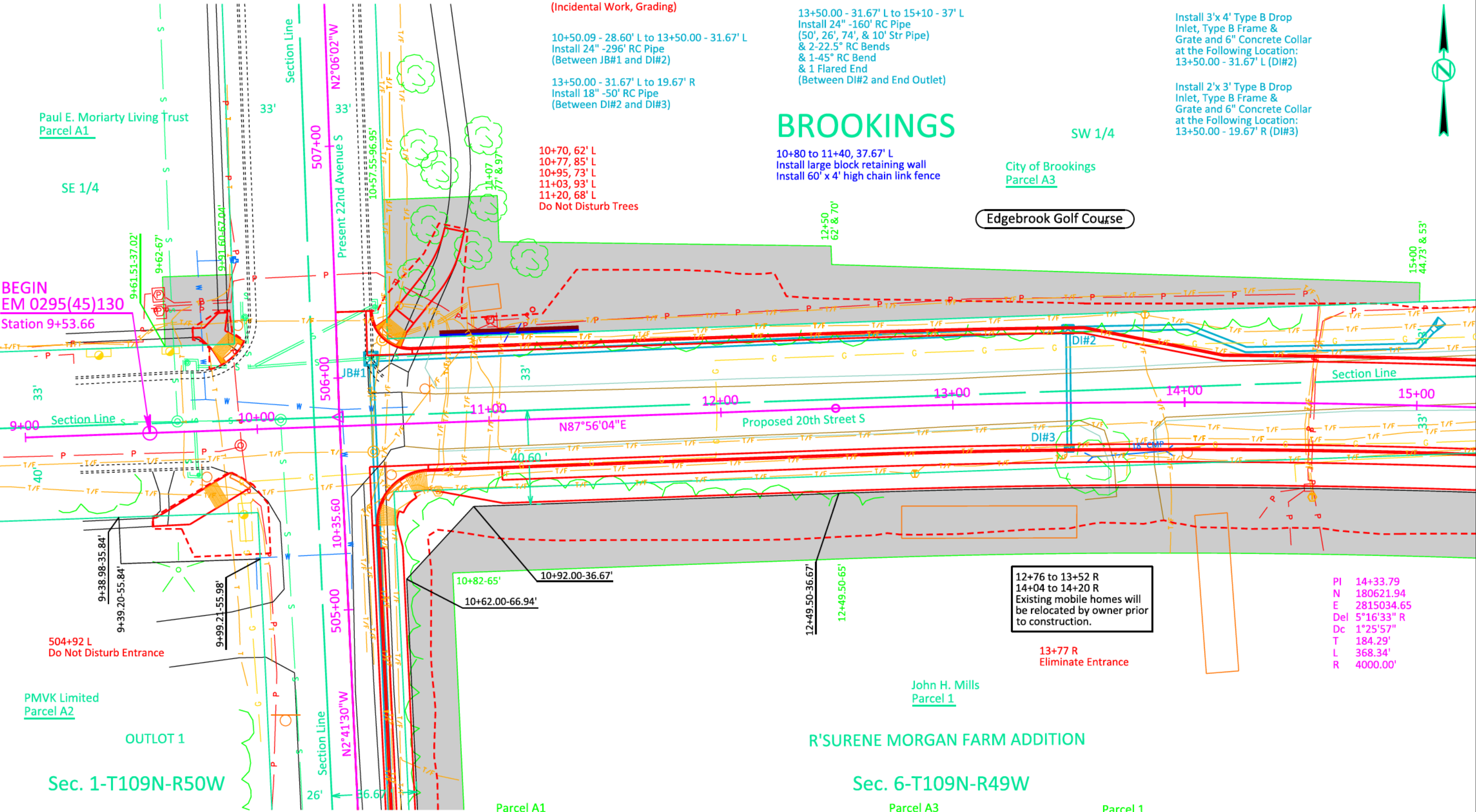
City of Brookings  
Parcel A3

Edgebrook Golf Course

10+70, 62' L  
10+77, 85' L  
10+95, 73' L  
11+03, 93' L  
11+20, 68' L  
Do Not Disturb Trees

10+80 to 11+40, 37.67' L  
Install large block retaining wall  
Install 60' x 4' high chain link fence

BEGIN  
EM 0295(45)130  
Station 9+53.66



12+76 to 13+52 R  
14+04 to 14+20 R  
Existing mobile homes will  
be relocated by owner prior  
to construction.

PI 14+33.79  
N 180621.94  
E 2815034.65  
Del 5°16'33" R  
Dc 1°25'57"  
T 184.29'  
L 368.34'  
R 4000.00'

13+77 R  
Eliminate Entrance

504+92 L  
Do Not Disturb Entrance

John H. Mills  
Parcel 1

R'SURENE MORGAN FARM ADDITION

PMVK Limited  
Parcel A2

OUTLOT 1

Sec. 1-T109N-R50W

Sec. 6-T109N-R49W

Parcel A1  
9+61.51 to 9+91.60 L  
Temporary Easement containing  
0.1 ac. (900 sq ft), more or less

Parcel A3  
10+57.53 to 15+00 L  
Temporary Easement containing  
0.3 ac. (12422 sq ft), more or less

Parcel 1  
501+00.00 (22nd Ave) to 21+07.20 R  
Temporary Easement containing  
1.0 ac. (43167 sq ft), more or less





# 20th Street S Profile

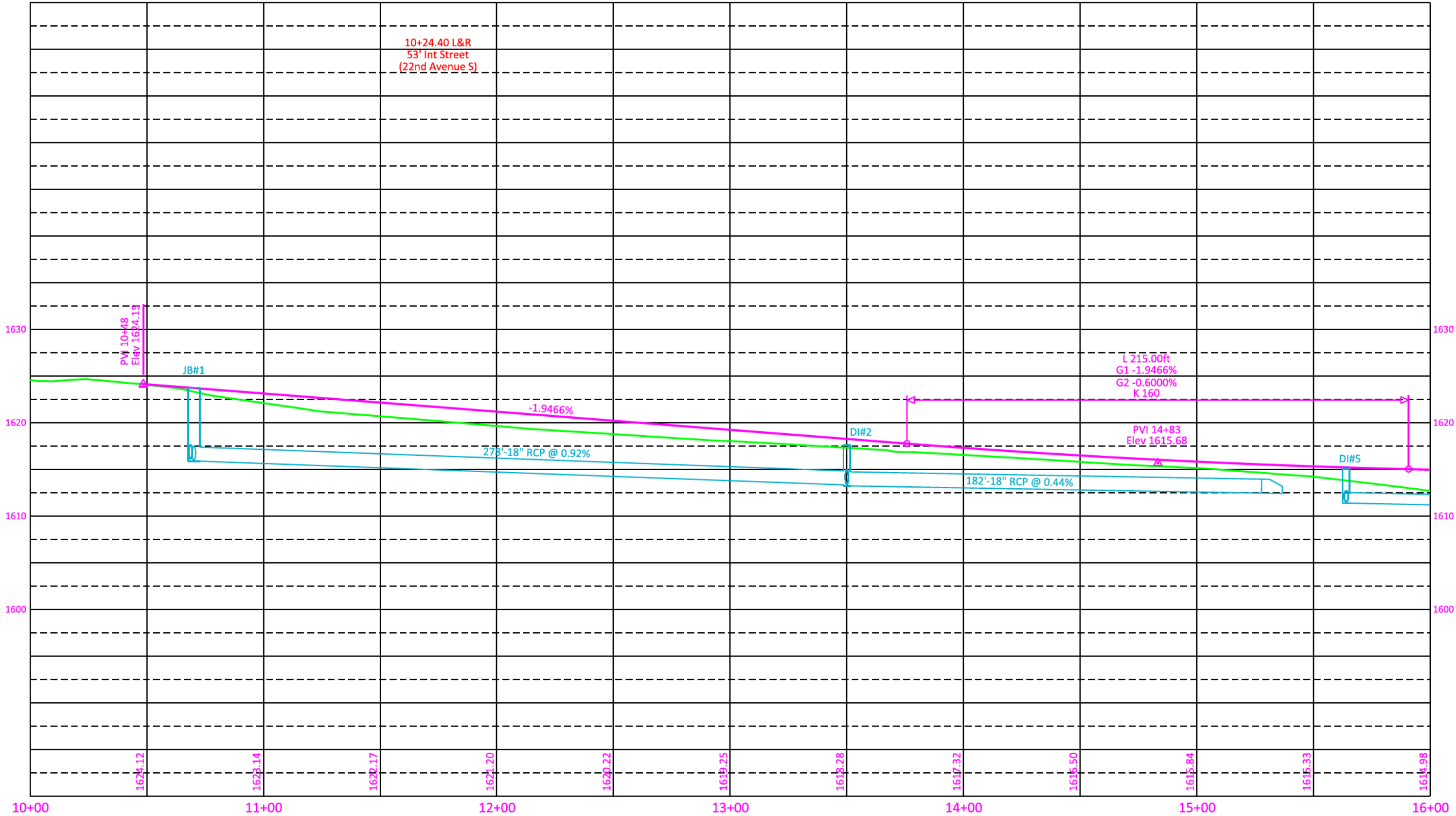
STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	B14	B38

FILE: ...\\Section B\\B14 (10+00)P.dgn

PLOTTING DATE: 01-21-2021

REV DATE:

INITIAL:





14+47, 26' R to 21+05, 118' R  
Take Out 804' Fence

23+16 - 60' L  
Take Out 18"-42' CMP  
(Incidental Work, Grading)

23+16 L  
Take Out 2 End Sections  
(Incidental Work, Grading)

15+64.00 - 19.67' L to 19.67' R  
Install 18" -38' RC Arch Pipe  
(Between DI#4 and DI#5)

15+64.00 to 17+70.00 - 19.67' R  
Install 18" -204' RC Arch Pipe  
(Between DI#5 and DI#7)

17+70.00 - 19.67' L to 19.67' R  
Install 18" -38' RC Arch Pipe  
(Between DI#6 and DI#7)

17+70.00 to 19+37.00 - 19.67' R  
Install 18" -164' RC Arch Pipe  
(Between DI#7 and DI#9)

19+37.00 - 19.67' L to 19.67' R  
Install 18" -38' RC Arch Pipe  
(Between DI#8 and DI#9)

19+37.00 - 19.67' R to  
21+70.00 - 22.13' R  
Install 18" -230' RC Arch Pipe  
(Between DI#9 and DI#11)

21+70.00 - 22.13' L to 22.13' R  
Install 18" -40' RC Arch Pipe  
(Between DI#10 and DI#11)

21+70.00 - 22.13' R to 53' R  
Install 24" -22' RC Arch Pipe  
and 1 Arch Flared End  
(Between DI#11 and End Outlet)

26+41.00 - 22.13' L to 22.13' R  
Install 18" -40' RC Pipe  
(Between DI#12 and DI#13)

26+41.00 - 22.13' R to 64' R  
Install 18" -34' RC Pipe  
and 1 Flared End  
(Between DI#13 and End Outlet)

28+40.00 - 19.67' L to 31.67' R  
Install 18" -50' RC Pipe  
(Between DI#14 and DI#15)

28+40.00 - 31.67' R to 85' R  
Install 18" -48' RC Pipe  
and 1 Flared End  
(Between DI#15 and End Outlet)

30+24.00 - 19.67' L to 31.67' R  
Install 18" -50' RC Pipe  
(Between DI#16 and DI#17)

30+24.00 - 31.67' R to 30+21 - 46' R  
Install 18" -14' RC Pipe  
(Between DI#17 and CMP Transition)

30+21 - 46' R to 30+19 - 57' R  
Install 1 -18" RCP to CMP Transition  
(Between RC Pipe and Elbow)

30+19 - 57' R  
Install 1 -10" Elbow

30+19 - 57' R to 30+09 - 104' R  
Install 18" -48' CM Pipe  
(Between Elbows)

30+09 - 104' R  
Install 1 -10" Elbow

30+09 - 104' R to 30+07 - 117' R  
Install 18" -7' CM Pipe  
and 1 Flared End  
(Between Elbow and End Outlet)

Install Type S Drop Inlet with  
Precast Concrete Type S Drop Inlet  
Lid and Type S Manhole Frame & Lid  
at the Following Locations:  
21+70.00 - 22.13' L (DI#10) (4x11)  
21+70.00 - 22.13' R (DI#11) (4x6)  
26+41.00 - 22.13' L (DI#12) (4x6)  
26+41.00 - 22.13' R (DI#13) (4x6)

Install 2'x 3' Type B Drop  
Inlets, Type B Frame &  
Grate and 6" Concrete Collars  
at the Following Locations:  
15+64.00 - 19.67' L (DI#4)  
15+64.00 - 19.67' R (DI#5)  
17+70.00 - 19.67' L (DI#6)  
17+70.00 - 19.67' R (DI#7)  
19+37.00 - 19.67' L (DI#8)  
19+37.00 - 19.67' R (DI#9)  
28+40.00 - 19.67' L (DI#14)  
28+40.00 - 31.67' R (DI#15)  
30+24.00 - 19.67' L (DI#16)  
30+24.00 - 31.67' R (DI#17)

Install Class B Riprap  
and Type B Drainage Fabric  
at the following locations:  
30+05 - 124' R  
(14'x7.5'x3')  
(?? Ton Riprap)  
(?? SqYd Drainage Fabric)

STATE OF SOUTH DAKOTA	PROJECT EM 0295(45)130	SHEET B15	TOTAL SHEETS B38
FILE: ...\\Section B\\B15 (17+00).dgn PLOT DATE: 01-21-2021			
REV DATE: INITIAL:			

# 20th Street S

Sec. 31-T110N-R49W

Edgebrook Golf Course

SW 1/4

## BROOKINGS

23+53 to 35+44 L  
Install 1,182' x 4' high chain link fence

Sta. 20+93.54 - 31.42' L  
Begin New Control of Access

BEGIN EM 0295(45)130  
Chaparral Drive  
Station 80+18.00

22+56 to 23+07 R  
23+01 to 23+46 R  
24+02 to 24+60 R  
Existing mobile homes will  
be relocated by owner prior  
to construction.

Sta. 21+28.63 - 75.00' R  
Begin New Control of Access

John H. Mills  
Parcel 1

PI 89+17.58  
N 180461.00  
E 281611.96  
Del 60°08'08" R  
Dc 87°43'36"  
T 37.81'  
L 68.55'  
R 65.31'

87+20, 50' R  
(Chaparral Drive "B")  
Do Not Disturb  
Driveway

Western Estates  
MHP, LLC  
Parcel 2

GOV'T LOT 4

GOV'T LOT 3

Sec. 6-T109N-R49W

Access Holdings, LLC  
Parcel 3

END EM 0295(45)130  
Chaparral Drive  
Station 89+52.60

BLOCK 1

MILLS THIRD ADDITION

Legend

- Pit Run Material
- Muck Excavation

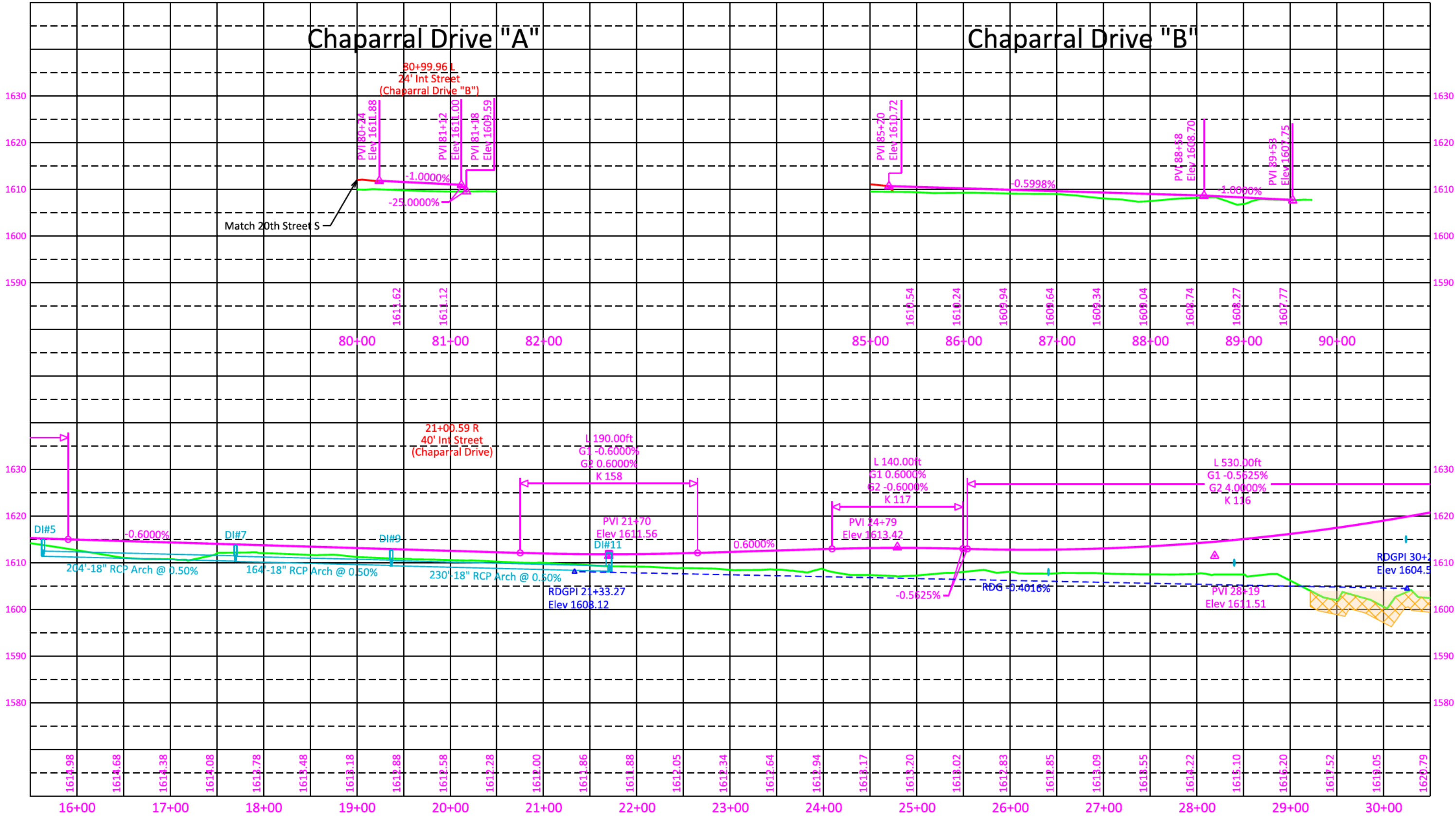




01/21/2021 Release to Right of Way

# 20th Street S Profile

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	B16	B38
FILE: ...\\Section B\\B16 (17+00)P.dgn		REV DATE:	
PLOT DATE: 01-21-2021		INITIAL:	



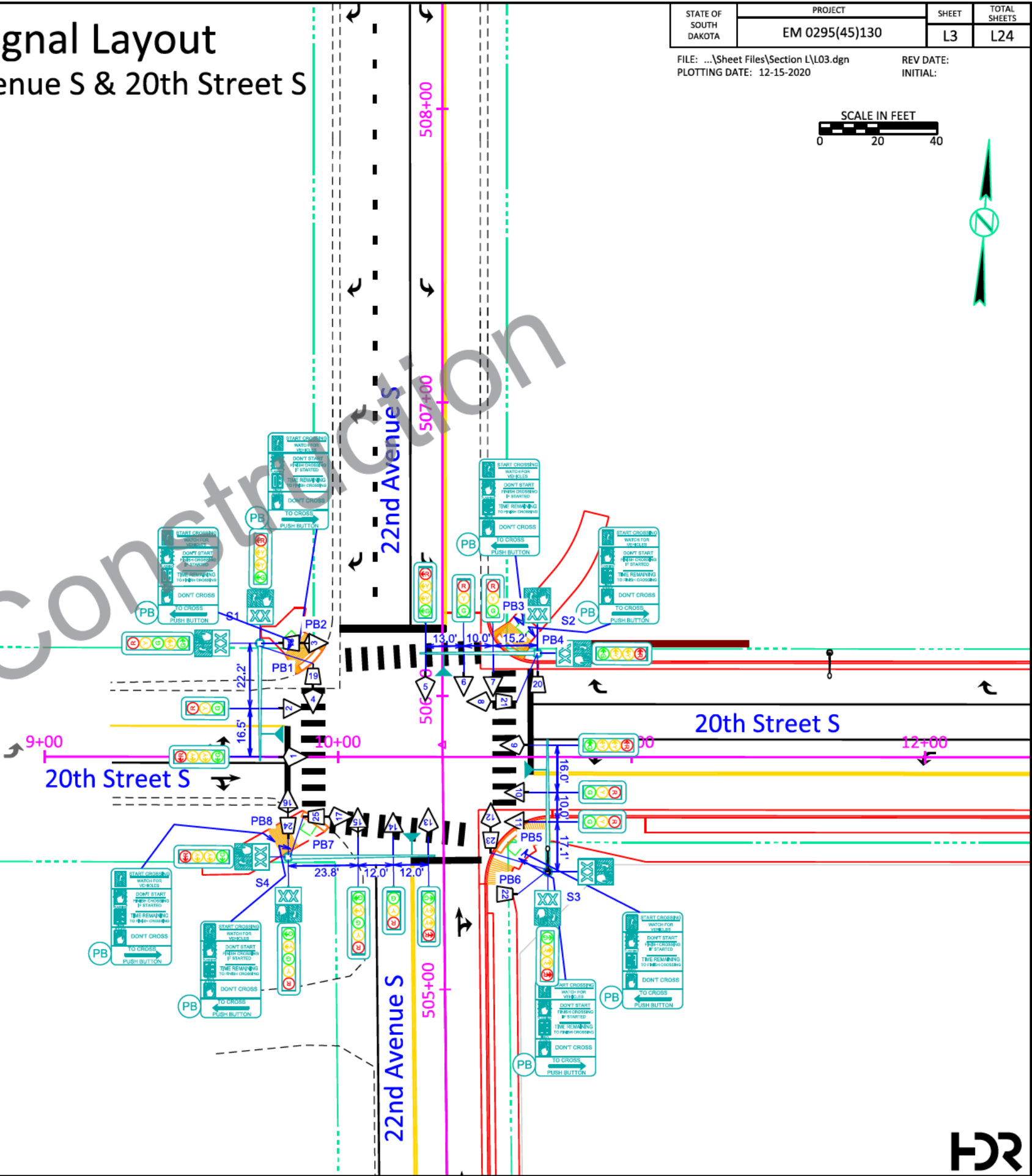


# Signal Layout

## 22nd Avenue S & 20th Street S









ESTIMATE OF QUANTITIES EM 0295(45)130 - PCN 020V			
KEY	ITEM	QUANTITY	UNIT
	SIGNAL POLE WITH 40' MAST ARM (S1, S2)	2	EACH
	SIGNAL POLE WITH 50' MAST ARM (S4)	1	EACH
	SIGNAL POLE WITH 45' MAST ARM & 8' LUMIN ARM, 40' MT HT (S3)	1	EACH
	ROADWAY LUMINAIRE, LED WITH PHOTOELECTRIC CELL (S3)	1	EACH
	3 SECTION VEHICLE SIGNAL HEAD (2,6,7,10,11,14)	8	EACH
	4 SECTION VEHICLE SIGNAL HEAD (1,4,5,8,9,12,13,17)	8	EACH
	5 SECTION VEHICLE SIGNAL HEAD (3,15,16)	3	EACH
	3' DIAMETER FOOTING (S1,S2,S3,S4)	52.0	FT
	EMERGENCY VEHICLE PREEMPTION UNIT (4 CHANNEL)	1	EACH
	OPTICAL DETECTOR	4	EACH
	ACCESSIBLE PEDESTRIAN SIGNAL	8	EACH
	PEDESTRIAN PUSH BUTTON POLE (PB1-PB8)	8	EACH
	PEDESTRIAN SIGNAL HEAD W/ COUNTDOWN TIMER (18-25)	8	EACH
	PEDESTRIAN CROSSING SIGN R10-3e (LEFT-4) (RIGHT-4)	8	EACH

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	L3	L24
FILE: ...\\Sheet Files\\Section L\\L03.dgn		REV DATE:	
PLOTING DATE: 12-15-2020		INITIAL:	





01/21/2021 Release to Right of Way

ESTIMATE OF QUANTITIES EM 0295(45)130 - PCN 020V			
KEY	ITEM	QUANTITY	UNIT
	TRAFFIC SIGNAL CONTROLLER (FRONT OF CABINET / DOOR)	1	EACH
	SIGNAL HEAD BATTERY BACKUP AND FLASH SYSTEM (INSTALLED WITHIN SIDE MOUNTED CABINET) (INSTALLED ON RIGHT SIDE OF CABINET FRONT)	1	EACH
	2/C #14 AWG IMSA COPPER CABLE, K2	1620	FT
	4/C #14 AWG IMSA COPPER CABLE, K2	600	FT
	5/C #14 AWG IMSA COPPER CABLE, K2	190	FT
	12/C #14 AWG IMSA COPPER CABLE, K2	850	FT
	25/C #14 AWG IMSA COPPER CABLE, K2	850	FT
	PREEMPTION CABLE (NOT A BID ITEM) (1 PC FOR THE PREEMPTION UNIT) (1 PC FOR THE CONFIRMATION LIGHT)	2240	FT

# Signal Conduit Layout

## 22nd Avenue S & 20th Street S

STATE OF  
SOUTH  
DAKOTA

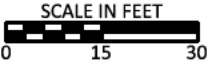
PROJECT  
EM 0295(45)130

SHEET  
L4

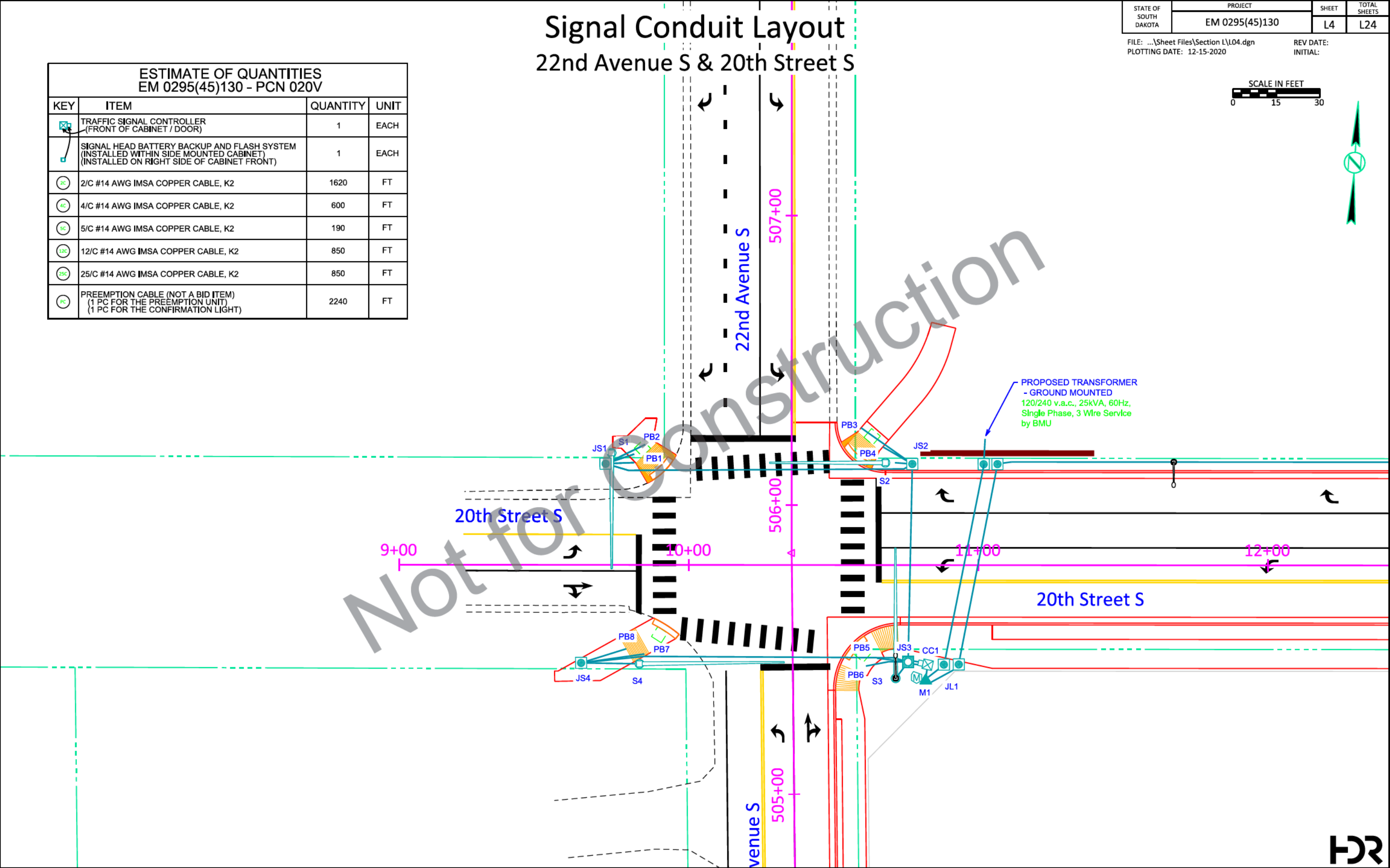
TOTAL  
SHEETS  
L24

FILE: ...\\Sheet Files\\Section L\\L04.dgn  
PLOTING DATE: 12-15-2020

REV DATE:  
INITIAL:



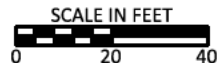
Not for Construction



01/21/2021 Release to Right of Way

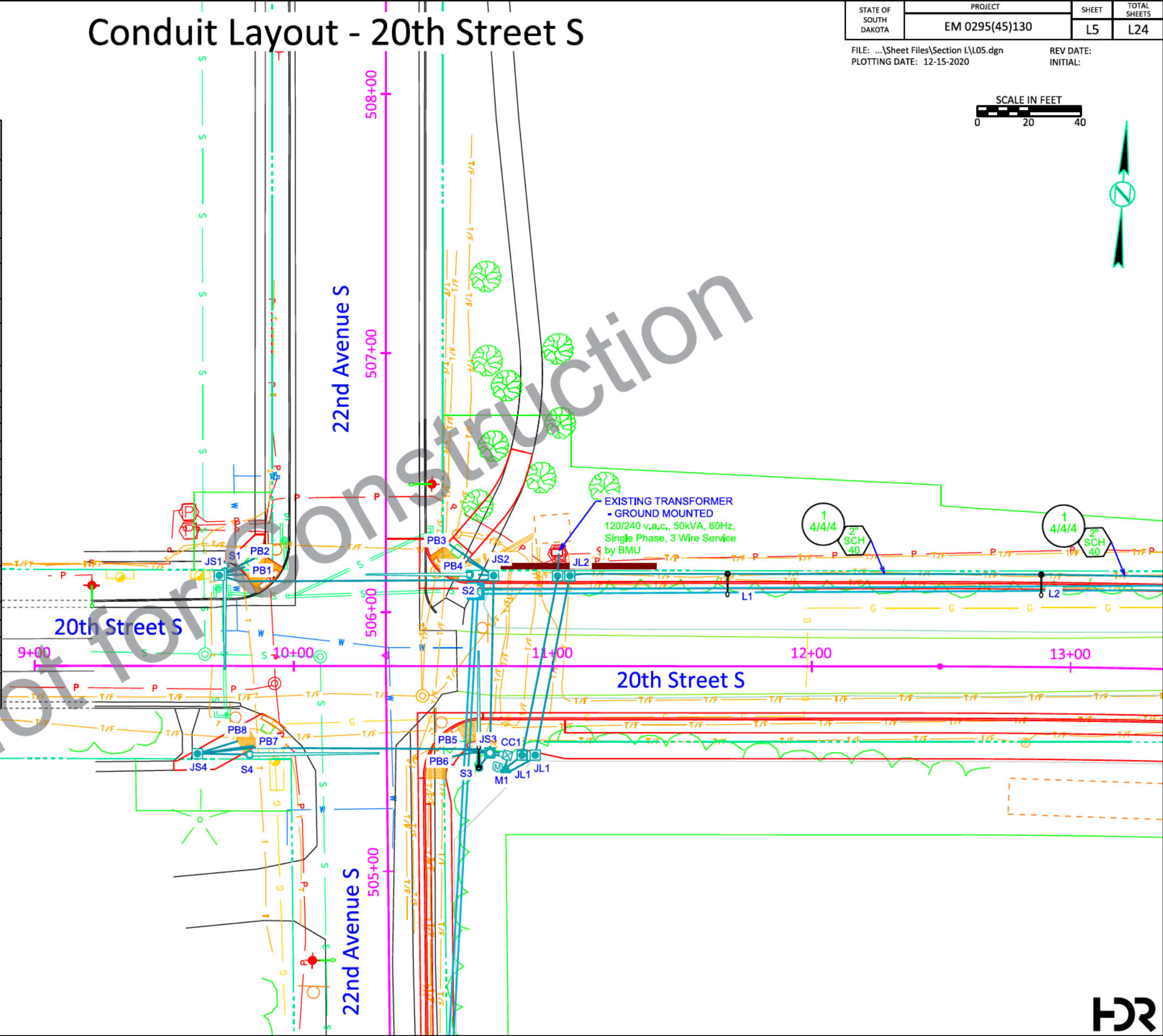
# Conduit Layout - 20th Street S

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	L5	L24
FILE: ...\\Sheet Files\\Section L\\L05.dgn		REV DATE:	
PLOT DATE: 12-15-2020		INITIAL:	



ESTIMATE OF QUANTITIES EM 0295(45)130 - PCN 020V			
KEY	ITEM	QUANTITY	UNIT
	BREAKAWAY BASE LUMINAIRE POLE, 40' MOUNTING HEIGHT W/ 8' ARM (L1-L6, L16)	7	EACH
	ROADWAY LUMINAIRE, LED WITH P.E. (L1-L16, SSL1-SSL2, EL15)	19	EACH
	2' DIAMETER FOOTING (L1-L16, SSL1-SSL2, S26-S27)	192.0	FT
	TYPE 2 ELECTRICAL JUNCTION BOX (JL: 1, 2, 2A, 2B, 3, 7, 9, 32, 34) (JS: 1, 2, 5, 6, 7, 9, 11, 13, 14, 15, 17, 18, 19, 45, 46)	24	EACH
	TYPE 3 ELECTRICAL JUNCTION BOX (JF: 1, 2, 3, 4, 6, 8, 9, 23, 24)	9	EACH
	TYPE 4 ELECTRICAL JUNCTION BOX (JL: 6, 8, 11, 12, 13, 14) (JS: 4, 8, 10, 12, 16) (JF: 5, 7)	13	EACH
	ELECTRICAL SERVICE CABINET (SC1, SC2)	2	EACH
	METER SOCKET (NOT A BID ITEM)	3	EACH
	MISCELLANEOUS SIGNAL PARTS	LUMP SUM	LS
	1" RIGID CONDUIT, SCHEDULE 40	630	FT
	2" RIGID CONDUIT, SCHEDULE 40	6235	FT
	3" RIGID CONDUIT, SCHEDULE 40	290	FT
	4" RIGID CONDUIT, SCHEDULE 40	505	FT
	5" RIGID CONDUIT, SCHEDULE 40	120	FT
	2" RIGID CONDUIT, SCHEDULE 80	1570	FT
	3" RIGID CONDUIT, SCHEDULE 80	1355	FT
	4" RIGID CONDUIT, SCHEDULE 80	845	FT
	1/C #00 AWG COPPER WIRE	1545	FT
	1/C #0 AWG COPPER WIRE	1590	FT
	1/C #1 AWG COPPER WIRE	90	FT
	1/C #2 AWG COPPER WIRE	1545	FT
	1/C #4 AWG COPPER WIRE	14,640	FT
	1/C #6 AWG COPPER WIRE	21,065	FT
	1/C #10 AWG COPPER WIRE	4620	FT
	2/C #10 AWG COPPER POLE AND BRACKET CABLE	1510	FT

REMOVAL ITEMS EM 0295(45)130 - PCN 020V			
KEY	ITEM	QUANTITY	UNIT
	REMOVE EXISTING LUMINAIRE POLE FOOTING (EL1-EL7, EL21)	8	EACH
	SALVAGE LUMINAIRE POLE (EL1-EL7)	7	EACH
	REMOVE EXISTING ELECTRICAL JUNCTION BOX (EJL1, EJS1-EJS7, EJF1-EJF6)	LUMP SUM*	LS
	REMOVE EXISTING ELECTRICAL SERVICE CABINET / METER (EM1)	LUMP SUM*	LS
	REMOVE EXISTING 1.5" RIGID CONDUIT	LUMP SUM*	LS
	REMOVE EXISTING 1/C #10 AWG COPPER WIRE	LUMP SUM*	LS
*INCLUDED IN THE BID ITEM "MISCELLANEOUS, ELECTRICAL"			

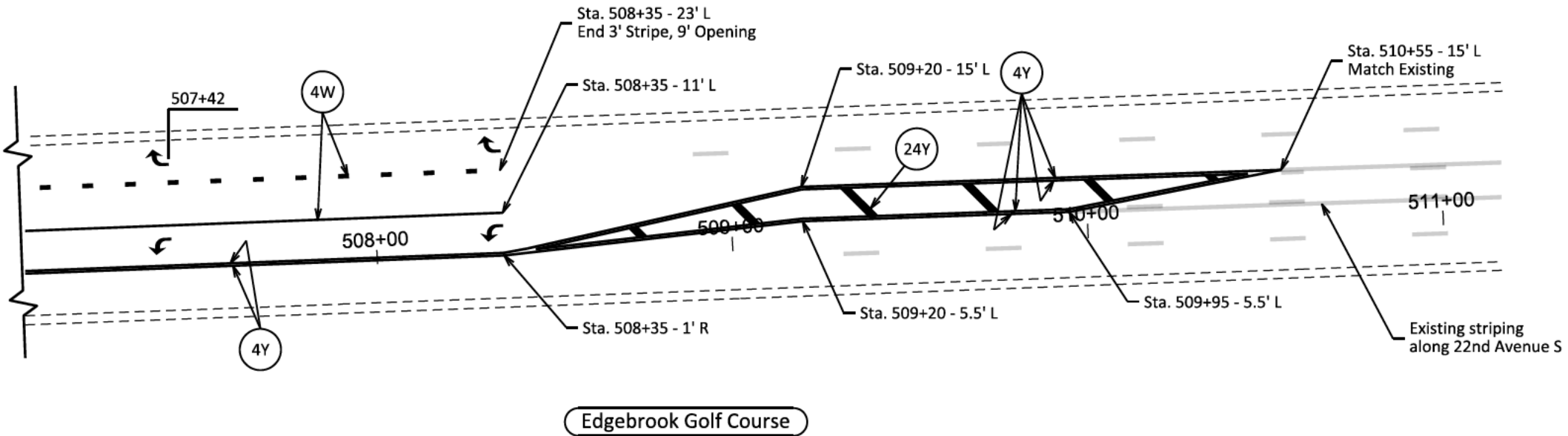
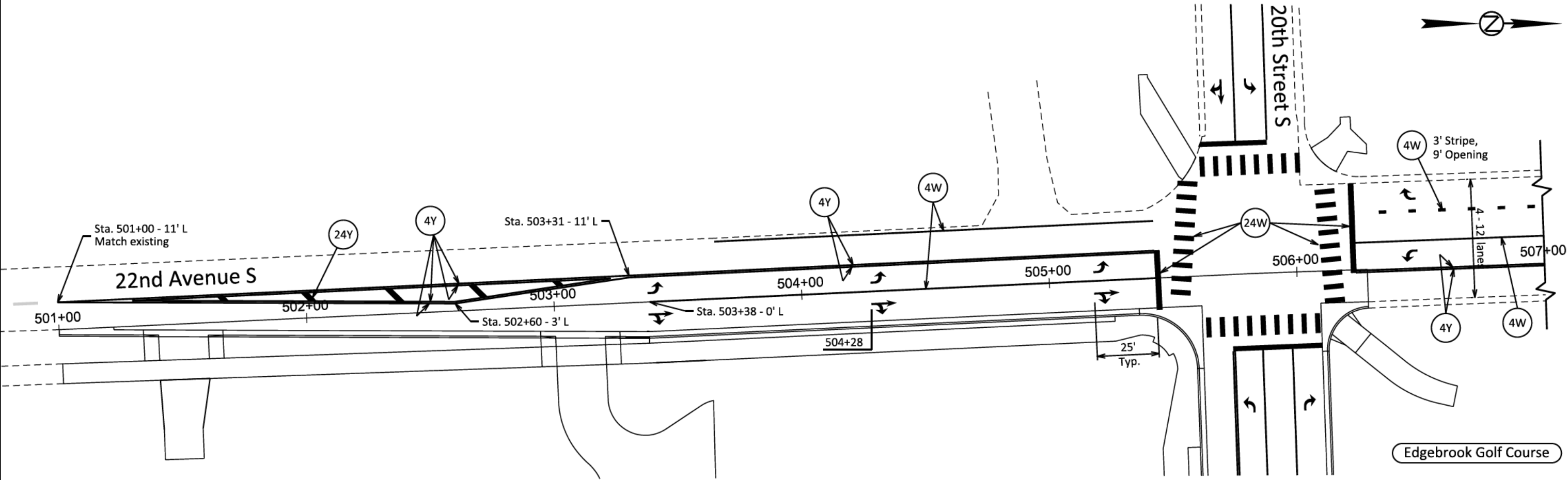




01/21/2021 Release to Right of Way

# Pavement Marking Plan - 22nd Avenue S

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	M2	M15
FILE: ...\\Section M\\M02 (22nd Ave).dgn		REV DATE:	
PLOT DATE: 01-20-2021		INITIAL:	

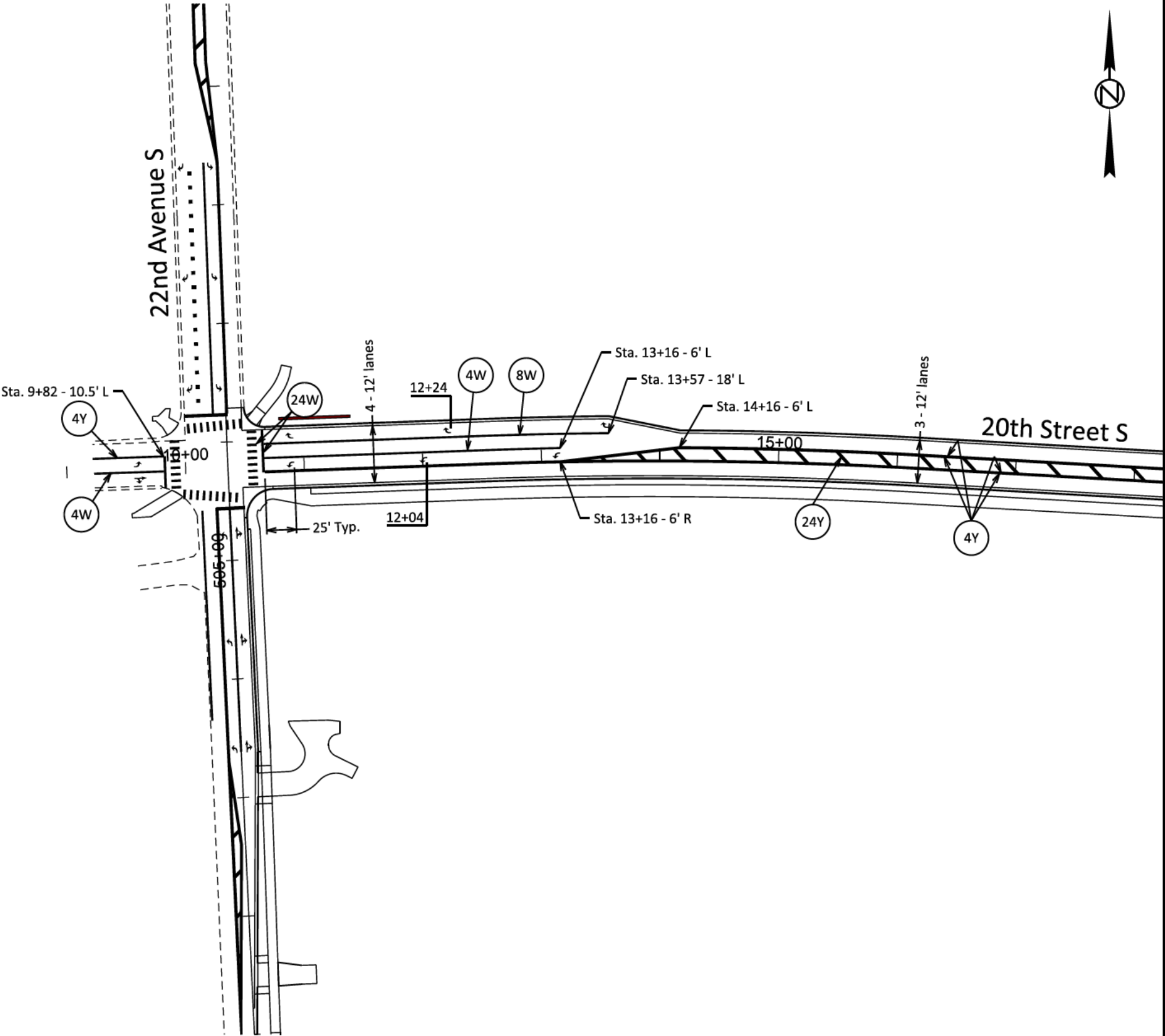


Pavement Marking Legend	
(4W) or (4Y)	Durable Pavement Marking, 4" White or Yellow
(8W)	Durable Pavement Marking, 8" White
(12W)	Durable Pavement Marking, 12" White
(24W) or (24Y)	Durable Pavement Marking, 24" White or Yellow
↩ ↓ ↪	Durable Pavement Marking, Arrow



# Pavement Marking Plan - 20th Street S

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	M3	M15
FILE: ...\\Section M\\M03 (10+00).dgn		REV DATE:	
PLOT DATE: 01-20-2021		INITIAL:	



Pavement Marking Legend	
(4W) or (4Y)	Durable Pavement Marking, 4" White or Yellow
(8W)	Durable Pavement Marking, 8" White
(12W)	Durable Pavement Marking, 12" White
(24W) or (24Y)	Durable Pavement Marking, 24" White or Yellow
↩ ↓ ↪	Durable Pavement Marking, Arrow





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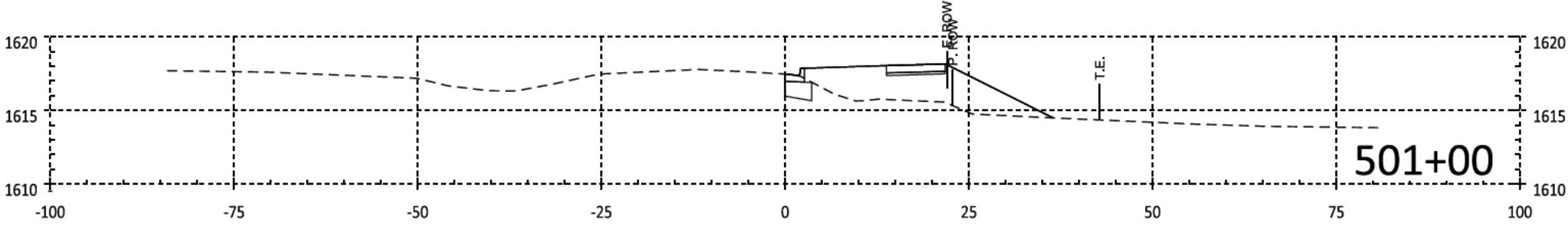
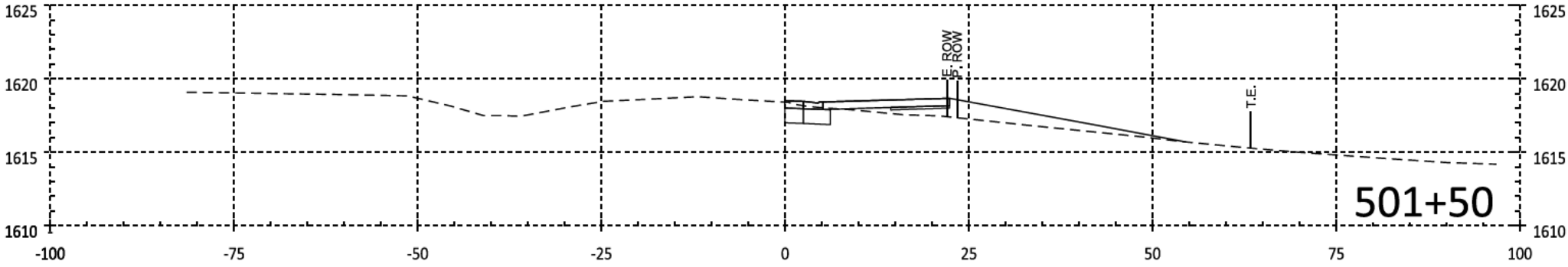
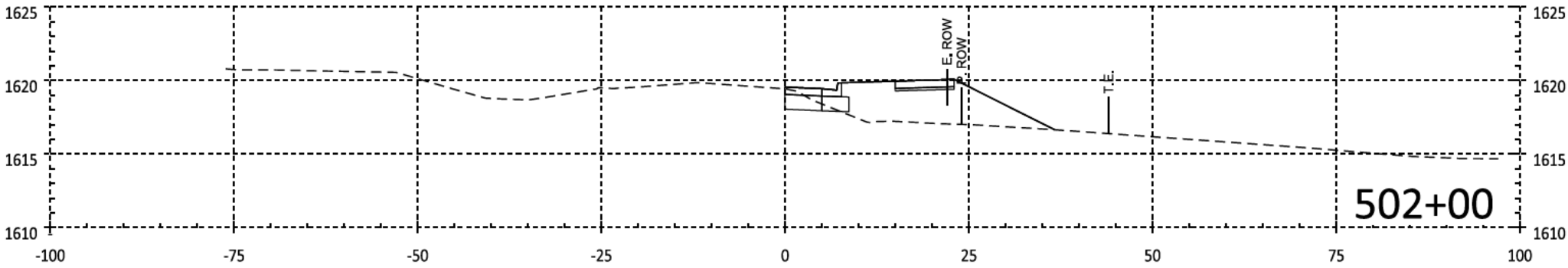
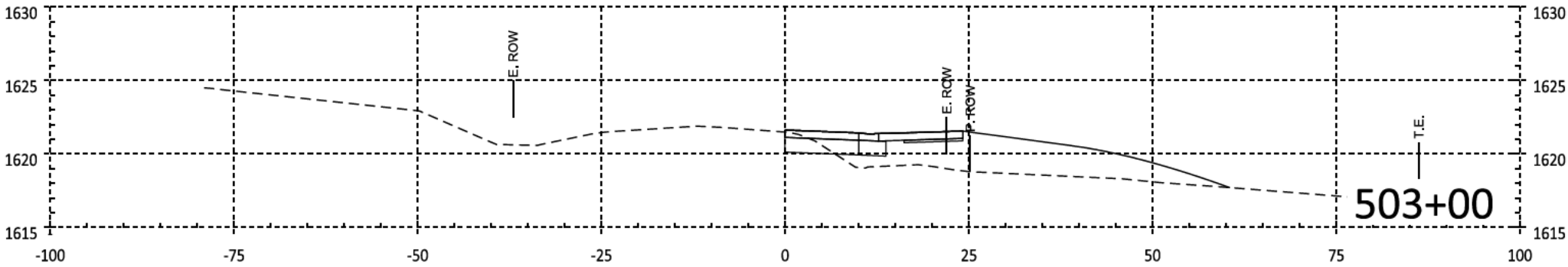
# 22nd Avenue S Cross Sections

E. ROW Existing Right-of-Way  
P. ROW Proposed Right-of-Way  
T.E. Temporary Easement

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	X2	X64

FILE: ...\\Section X\\X02-X64.dgn  
PLOTING DATE: 01-21-2021

REV DATE:  
INITIAL:



01/21/2021 Release to Right of Way

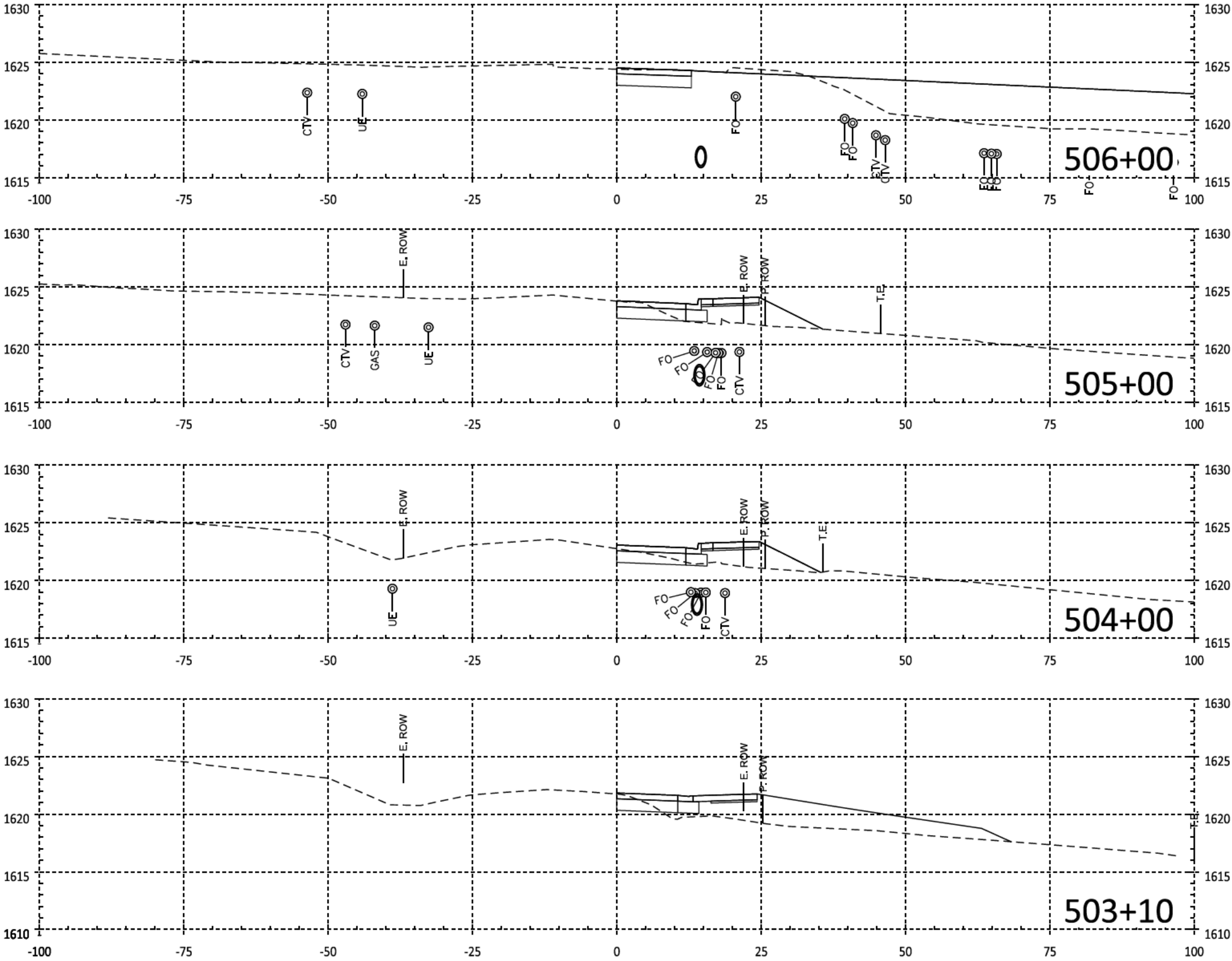
# 22nd Avenue S Cross Sections

E. ROW Existing Right-of-Way  
P. ROW Proposed Right-of-Way  
T.E. Temporary Easement

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	X3	X64

FILE: ...\\Section X\\X02-X64.dgn  
PLOTING DATE: 01-21-2021

REV DATE:  
INITIAL:





01/21/2021 Release to Right of Way

# 20th Street S Cross Sections

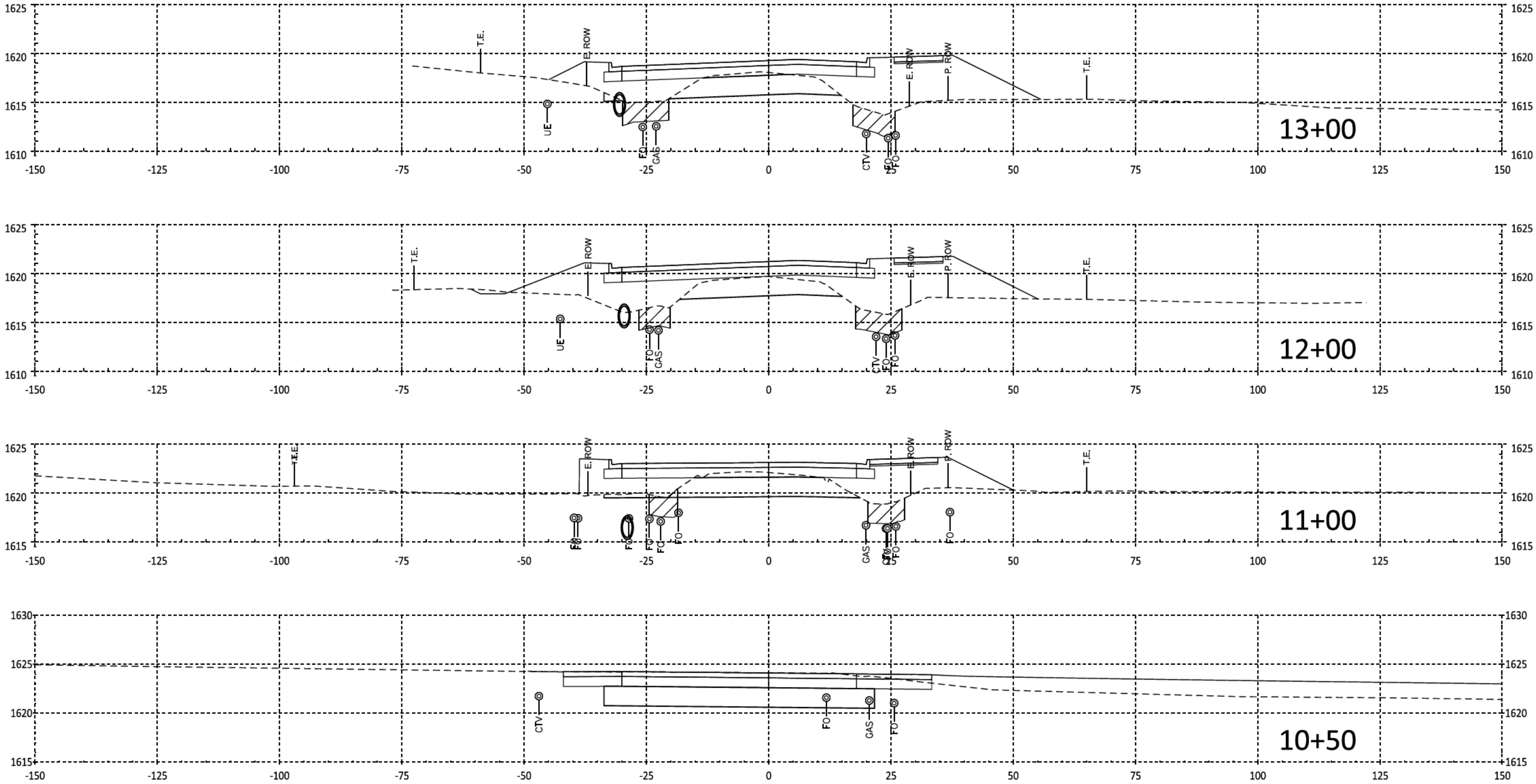
E. ROW Existing Right-of-Way  
P. ROW Proposed Right-of-Way  
T.E. Temporary Easement

- Unstable Material Excavation
- Muck Excavation
- Pit Run Material

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	X4	X64

FILE: ...\\Section X\\X02-X64.dgn  
PLOTING DATE: 01-21-2021

REV DATE:  
INITIAL:



# 20th Street S Cross Sections

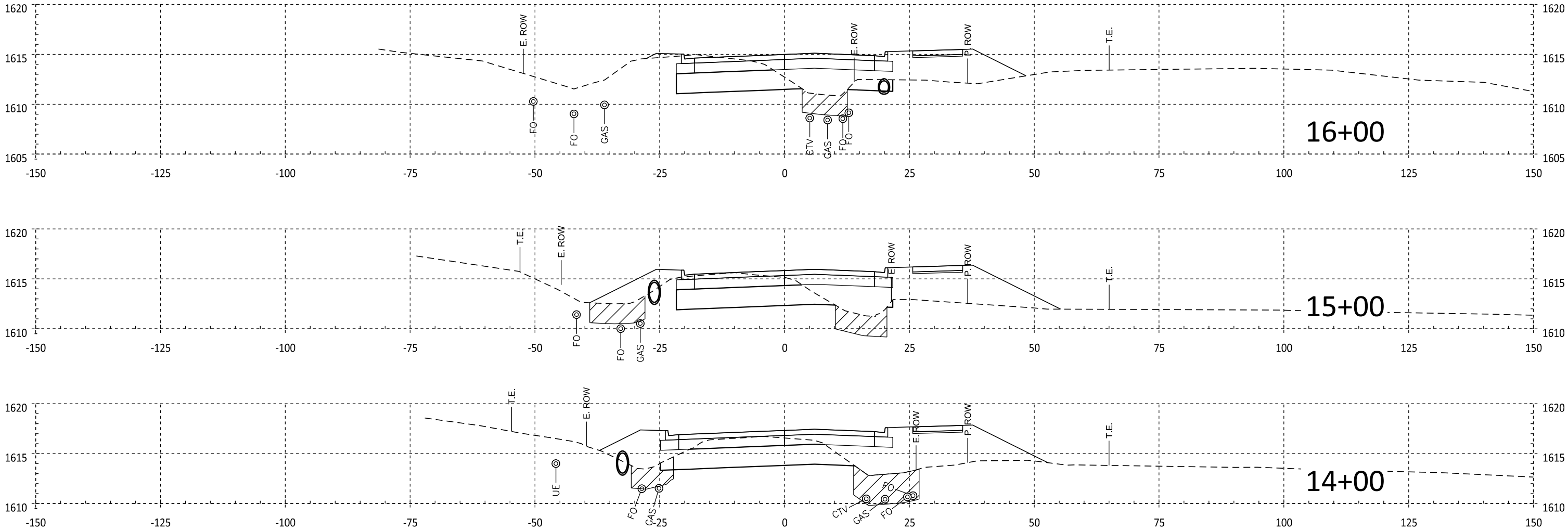
E. ROW Existing Right-of-Way  
P. ROW Proposed Right-of-Way  
T.E. Temporary Easement

- Unstable Material Excavation
- Muck Excavation
- Pit Run Material

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	X5	X64

FILE: ...\\Section X\\X02-X64.dgn  
PLOTING DATE: 01-21-2021

REV DATE:  
INITIAL:





01/21/2021 Release to Right of Way

# 20th Street S Cross Sections

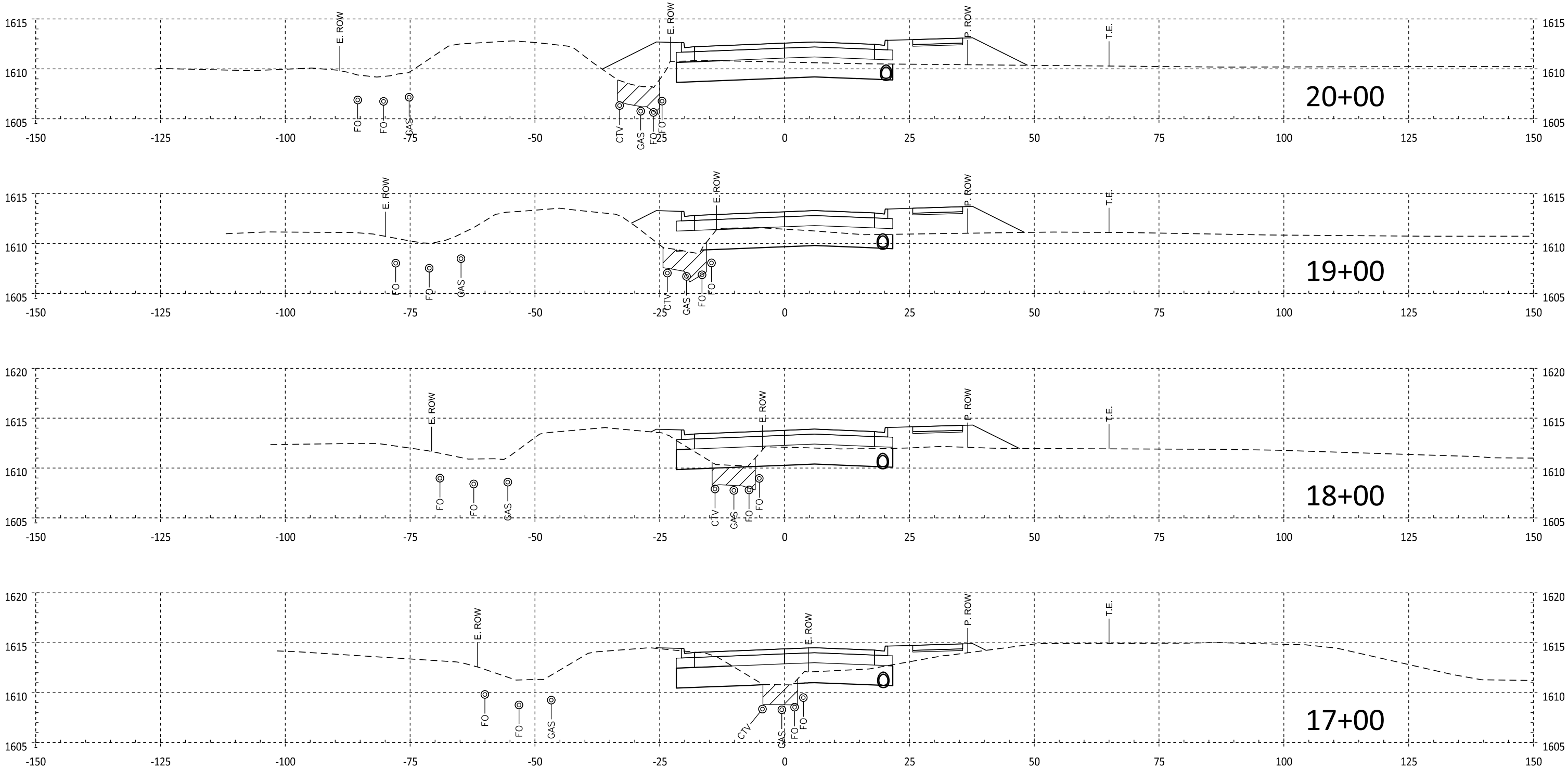
E. ROW Existing Right-of-Way  
P. ROW Proposed Right-of-Way  
T.E. Temporary Easement

- Unstable Material Excavation
- Muck Excavation
- Pit Run Material

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	X6	X64

FILE: ...\\Section X\\X02-X64.dgn  
PLOTING DATE: 01-21-2021

REV DATE:  
INITIAL:



# 20th Street S Cross Sections

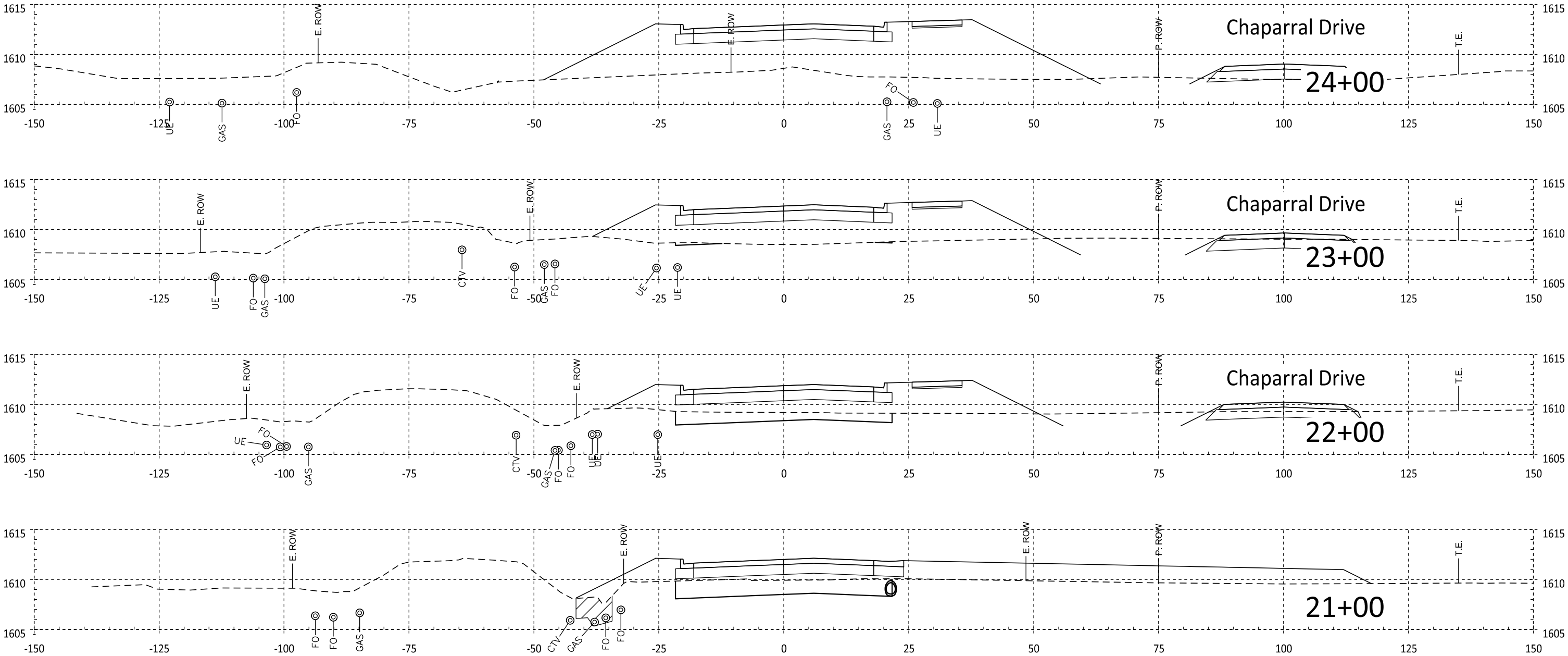
E. ROW Existing Right-of-Way  
P. ROW Proposed Right-of-Way  
T.E. Temporary Easement

- Unstable Material Excavation
- Muck Excavation
- Pit Run Material

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	EM 0295(45)130	X7	X64

FILE: ...\\Section X\\X02-X64.dgn  
PLOTING DATE: 01-21-2021

REV DATE:  
INITIAL:





**OFFER AND STATEMENT OF COMPENSATION (CITY OF BROOKINGS)**

Name	<u>John H. Mills</u>	Project No.	<u>EM 0295(45) 130</u>
Address	<u>21730 464th Ave</u>	PCN No.	<u>020V</u>
	<u>Volga, SD 57071-6906</u>	Parcel No.	<u>1</u>
		County	<u>Brookings</u>

The City of Brookings, has determined it necessary to acquire the following described real property for highway purposes including any leasehold interests and improvements:

Lot H1 and Lot H2 in R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.

Said Lot H1 containing 0.02 acres (916 sq. ft.), more or less.

Said Lot H2 containing 0.71 acres (30738 sq. ft.), more or less.

**ALSO TEMPORARY/PERMANENT EASEMENT IN:**

R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.

We are hereby authorized to offer you the following:

**DIVISION OF PAYMENTS**

Amount for taking

<u>0.02</u>	<u>acres</u> /sq. ft. at \$	<u>55,000.00</u>	per <u>acre</u> /sq. ft. =	\$	<u>1,100.00</u>
<u>0.71</u>	<u>acres</u> /sq. ft. at \$	<u>55,000.00</u>	per <u>acre</u> /sq. ft. =	\$	<u>39,050.00</u>
	acres/sq. ft. at \$		per acre/sq. ft. =	\$	

Amount for temporary/permanent easement

<u>TE - 1.00</u>	<u>acres</u> /sq. ft. at \$	<u>16,500.00</u>	per <u>acre</u> /sq. ft. =	\$	<u>16,500.00</u>
<u>PE - 0.03</u>	<u>acres</u> /sq. ft. at \$	<u>52,250.00</u>	per <u>acre</u> /sq. ft. =	\$	<u>1,567.00</u>
	acres/sq. ft. at \$		per acre/sq. ft. =	\$	

Amount for improvements in the taking

<u>Station 13+77 Rt. - Entrance Elimination</u>	=	\$	<u>0.00</u>
<u>Station 503+03 Rt. - Entrance Elimination</u>	=	\$	<u>0.00</u>
<u>Fence</u>	<u>N/A</u>	=	\$
<u>Amount for damages</u>	<u>N/A</u>	=	\$

TOTAL = \$ 58,217.00

Rounded = \$ 58,217.00

If you wish to retain, for their salvage value, any of your buildings or improvements which are considered to be a part of the real property, including fixtures, removable building equipment and any trade fixtures, you may do so provided any such retained buildings and/or improvements are removed from the above described real property and related temporary easement area by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless a removal date extension is granted in writing by an authorized representative of the Grantee.

(a) Items which are considered property of the owner that may be retained and their salvage value are:

N/A

(b) Items which are considered property of the tenant or lessee that may be retained and their salvage value are:

N/A

The following are separately held interests of the owner or tenant/lessee, which are within the limits of the above described real property and related temporary easement areas, that are not being acquired:

N/A

Information in regard to how your property was appraised, how it is to be acquired, your various rights in case you feel you are unable to accept the City's offer, and any incidental payments you may be entitled to are contained in the "Better Roads Brochure" which the Agent will deliver to you with this offer. The Agent will also explain the procedures used and answer any questions you may have in connection with the acquisition of your property for highway purposes.

THIS IS A WRITTEN OFFER AND STATEMENT OF JUST COMPENSATION. SIGNATURE BY THE OWNER DOES NOT BIND NOR REQUIRE HIM/HER TO ACCEPT THE COMPENSATION SHOWN IF (S)HE DOES NOT CHOOSE TO, IT ONLY INDICATES THAT (S)HE RECEIVED THE INFORMATION CONTAINED HEREIN.

I CERTIFY THAT, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of this Document and a copy of the "Better Roads Brochure" was delivered to me by the undersigned Agent.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Agent

I CERTIFY THAT, on this 13<sup>th</sup> day of April, 2021, a copy of this Document and a copy of the "Better Roads Brochure" was delivered by me to the above named landowner and that (s)he refused to sign this Document.

Kelsey D. McGray  
Signature of Agent





Substitute **W-9**

**Taxpayer Identification Number (TIN) Verification**

Print or Type

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

<p>Legal Name (as entered with IRS) If Sole Proprietorship enter your Last, First MI <b>Mills, John H.</b></p>	<p>Entity Designation (check only one) <u>Required</u></p> <p><input checked="" type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Limited Liability Company - Individual <input type="checkbox"/> Limited Liability Company - Partnership <input type="checkbox"/> Limited Liability Company - Corporation <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Hospital Exempt from Tax or Government Owned <input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned <input type="checkbox"/> Trust/Estate <input type="checkbox"/> All Other Entities (specify e.g. 501(c)(3), etc.)</p>
<p>Business Name If doing business as (DBA) or enter business name of Sole Proprietorship</p>	
<p>Order Address (where order should be mailed) PO Box or Number and Street, City, State, ZIP + 4</p>	
<p>Remit Address (where check should be mailed) PO Box or number and street, City, State, ZIP + 4  <b>21730 464th Ave Volga, South Dakota 57071-6906</b></p>	<p>Taxpayer Identification Number (TIN) <b>[REDACTED]</b></p>
<p>Exemptions  Exempt payee code (if any):  Exemption from FATCA reporting code (if any):</p>	<p>Check Only One <u>Required</u></p> <p><input checked="" type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p>

Certification  
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name <b>John H. Mills</b>	Printed Title	Telephone Number <b>( 605 ) 697 3118</b>
Signature 		Date (mm/dd/yy) <b>1-13-2021</b>

Optional Direct Deposit Information

Your Bank Account Number <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Bank Routing Number (9-digit ABA #)	Name on Bank Account
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THIS IS A:

☐ new direct deposit ☐ change of existing (providing old banking information required to change existing)

Old Bank Account Number	Old Routing Number (9-digit ABA #)	You must provide the previous banking information to make a change.
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Required e-mail address (Please make this LEGIBLE)

If you provide an email address you will be sent electronic notification when a payment is issued. You will also receive a PIN for use when logging into the SD Vendor Self Service website at <http://bfm.sd.gov/vendor>. We will **NOT** share your email address with anyone or use it for any purpose other than communicating remittance information.

<b>Information below to be completed by the State Agency. Vendor Number required for any new vendors added to SDAS.</b>			
State Agency:	Agency Contact:	Date:	Vendor Number assigned by SDAS:

**RIGHT OF WAY AGREEMENT (CITY OF BROOKINGS)**

Project No. EM 0295(45) 130 PCN No. 020V Parcel No. 1  
 County Brookings

This AGREEMENT for highway right of way and facilities entered into by the undersigned hereinafter referred to as Grantor, to the **City of Brookings** South Dakota, hereinafter referred to as Grantee, witnesses:  
 WHEREAS, the Grantee contemplates the construction, operation and maintenance of highway facilities on the above described project, as described by plans

WHEREAS, a portion of the right of way for such highway is located over and across the real property hereinafter described as:

Lot H1 and Lot H2 in R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.

Said Lot H1 containing 0.02 acres (916 sq. ft.), more or less.

Said Lot H2 containing 0.71 acres (30738 sq. ft.), more or less.

WHEREAS, the Grantor has this date conveyed an interest in the above described real property to the Grantee.

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 such highway is disposed of in accordance with the law
- (2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT:

The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is

SIXTY-EIGHT THOUSAND TWO HUNDRED SEVENTEEN AND 00/100 dollars (\$ 68,217.00).

**\*Allocation of Payment(s):**

- |   |              |
|---|--------------|
| • Fee Simple Taking (ROW): from City of Brookings             | \$ 40,150.00 |
| • Easements, Damages, Improvements, and Interests: from SDDOT | \$ 28,067.00 |

Owner refers to John H. Mills, individual and Agency refers to City of Brookings and/or SDDOT as referenced in the special conditions below:

Agreement is acceptable upon construction plan(s) changes in accordance with Agency's Road Design Manual and/or Project Engineer:

- Project Contractor will coordinate appropriately with Owner to install new sewer/water (S/W) utilities (22<sup>nd</sup> Ave. S into west side of property); engineer fees to design S/W utilities and the cost to furnish/install/coordinate the efforts will be the responsibility of the Owner. The Agency's project will not incur unreasonable delays due to the Owner's project schedule and Owner's project will be independent of the Agency's.
- Station 15+50'Rt. - Project Contractor to install new entrance (30' wide) with culvert if necessary, at this approximate location. The Project Engineer shall finalize the exact location following consideration of the Owner's recommendation as to how the entrance aligns with the Owner's site plan.
- Within Temporary Construction Easement - Project Contractor will conduct reclamation work, which includes removal of existing utilities (sanitary sewer lines, septic tank, drain field pipes, water service lines, gas service, telephone pole/security light and underground electric) if applicable for existing mobile home sites (Lot 1 and Lot 5) appropriately, during construction. Owner must request termination of existing utilities from the appropriate service provider prior to commencement of construction.



- Outside of Temporary Construction Easement - Agency has compensated Owner appropriately for reclamation work which includes removal of existing utilities (sanitary sewer lines, septic tank, drain field pipes, water service lines, gas service, telephone pole/security light and underground electric) if applicable for existing mobile home sites (Lot 1 and Lot 5) impacted by the project in the amount of \$10,000.00. Any additional cost exceeding \$10,000.00 for reclamation of mobile home sites (Lot 1 and Lot 5) shall be at the Owner's expense and coordination efforts will be the responsibility of the Owner. The Agency's project will not incur unreasonable delays due to the Owner's project schedule and Owner's project will be independent of the Agency's.
- The City of Brookings agrees that it will not sell or otherwise convey the Edgebrook Golf Course real property, described as the Southwest Quarter (SW $\frac{1}{4}$ ), Except Lot H-4, All in Section Thirty-one (31), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., County of Brookings, State of South Dakota, or any part thereof, for economic development, commercial or residential purposes for a period of 10 years from and after the final completion of the I-29 Exit 130 Interchange Project(EM 0295(45)130 PCN 020V) as defined in the project documents, including when that part of 20<sup>th</sup> Street South which is east of 22<sup>nd</sup> Avenue in Brookings is open for public use; and is subject to approval by the City Council. The City of Brookings agrees that this agreement is null and void if the above special condition is not approved by the City Council.

The landowner grants the Agency the added temporary easement that may be needed to construct the mentioned conditions and payment is inclusive of that being paid in this agreement.

- (3) Conditions relating to temporary easement areas on Grantor's property are contained in a separate Temporary Easement Agreement ; and;
- (4) That the Grantor by deliverance herewith of the properly executed deed conveying the above described property to the Grantee, and upon receipt of payment of the above amount by the Grantor from the Grantee, or its agent, less any deductions necessary to satisfy any liens or encumbrances necessary to guarantee a good and sufficient title to the Grantee, the Grantee shall be released from any claims of damages accruing or alleging to accrue to the adjacent property of the Grantor, his successors or assigns, by virtue of the construction, operation and maintenance of said highway ; and;
- (5) That Grantor, his heirs, successors or assigns, shall not interfere with or disturb any of such above described highway 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. The Grantee shall have the right of ingress or egress to enter upon abutting property when necessary to maintain drainage structures until the right of way is no longer used for highway purposes.
- (6) The Grantor grants permission to the Grantee to enter upon the above described property to commence construction and all foregoing conditions are binding upon the Grantee only upon approval of this AGREEMENT by the Grantee's authorized representative, and in the event said approval is not obtained, this AGREEMENT is null and void and of no fore or effect ; and;
- (7) NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 68,217.00 , consisting of \$ 68,217.00 , for land conveyed, temporary easement, improvements and damages, less \$ N/A , for retained salvage; 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 the 13<sup>th</sup> day of August , 2021, and in witness whereof the Grantor hereunto subscribes by signature.

SIGNATURE AND ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE



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

John H. Mills

Joy E. Mills

### ACKNOWLEDGMENT

STATE OF South Dakota )

) SS

COUNTY OF Brookings )

On this the 13<sup>th</sup> day of August, 2021, before me, Kelsey D. McGregor, a notary public, personally appeared John H. Mills and Joy E. Mills, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

(SEAL)



Kelsey D. McGregor  
Notary Public  
My Commission Expires: 11.23.22

The above and foregoing Agreement approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Authorized Representative of City

BRKRW-84 (03-21)

**EXEMPT FROM TRANSFER FEE SDCL 43-4-22(2)**

## WARRANTY DEED

Project No. EM 0295(45) 130 PCN No. 020V Parcel No. 1  
County Brookings

John H. Mills and Joy E. Mills, husband and wife

21730 464th Ave Volga, South Dakota 57071-6906

Grantor s, of Brookings County, State of South Dakota for good and valuable consideration, the receipt and sufficiency of which is acknowledged, grants, conveys, and warrants to the City of Brookings, Grantee, of 520 3rd Street, Suite 230, Brookings, Brookings County, South Dakota 57006-2067, the following described real estate in the County of Brookings in the State of South Dakota:

Lot H1 and Lot H2 in R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.

Said Lot H1 containing 0.02 acres (916 sq. ft.), more or less.

Said Lot H2 containing 0.71 acres (30738 sq. ft.), more or less.

SIGNATURE AND ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE

Dated this 13<sup>th</sup> day of August, 2021.

John H. Mills

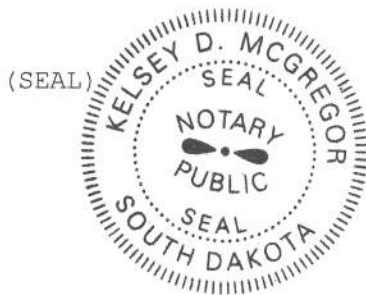
Joy E. Mills

**ACKNOWLEDGMENT**

STATE OF South Dakota )  
 ) SS  
COUNTY OF Brookings )

On this the 13<sup>th</sup> day of August, 2021, before me, Kelsey D. McGregor  
a notary public, personally appeared John H. Mills and Joy E. Mills, known to  
me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged that he/she/they executed the same  
for the purposes therein contained.

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



Kelsey D. McGregor  
Notary Public

My Commission Expires: 11.23.22



# PLAT OF LOT H1 AND LOT H2

in R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5th P.M.,

BROOKINGS COUNTY, SOUTH DAKOTA

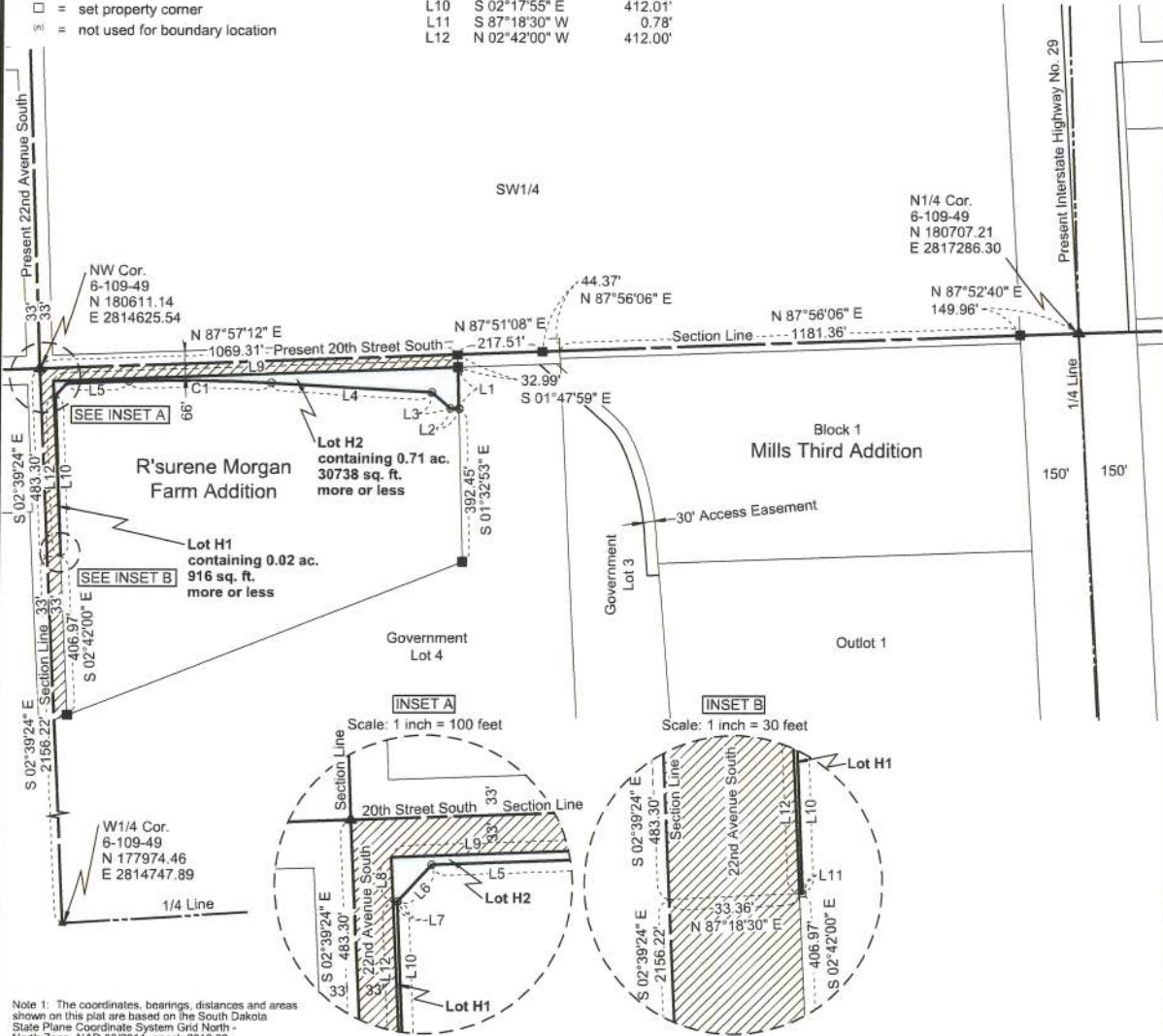
Showing a parcel of land to be acquired for highway purposes for construction Project EM 0295(45)130

Scale: 1 inch = 300 feet

- LEGEND**
- ▨ = existing right of way
  - = found R.O.W. corner
  - = set R.O.W. corner
  - ▲ = found P.L.S.S. corner
  - △ = set P.L.S.S. corner
  - ⊙ = calculated corner
  - = found property corner
  - = set property corner
  - (N) = not used for boundary location

	Bearing	Length	Chord	Radius
L1	S 01°32'53" E	106.79'		
L2	N 86°47'23" W	22.21'		
L3	N 49°18'57" W	63.00'		
L4	N 86°47'23" W	412.18'		
C1	N 89°25'40" W	364.95'	364.82'	3963.33'L
L5	S 87°56'04" W	157.50'		
L6	S 42°40'56" W	42.61'		
L7	S 87°18'00" W	3.66'		
L8	N 02°42'00" W	37.92'		
L9	N 87°57'09" E	1035.79'		
L10	S 02°17'55" E	412.01'		
L11	S 87°18'30" W	0.78'		
L12	N 02°42'00" W	412.00'		

Existing R.O.W.  
containing 1.46 ac.  
63793 sq. ft.  
more or less



Note 1: The coordinates, bearings, distances and areas shown on this plat are based on the South Dakota State Plane Coordinate System Grid North - North Zone NAD 83/2011 epoch 2010.00 Geoid 18 SF 0.9999557940

Note 2: All monumentation will be set upon project completion.

Drawn By: JLU Date: 01/19/2021  
Checked By: NWN Date: 01/19/2021

## SURVEYOR'S CERTIFICATE

I, NATHAN W. NIELSON, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Registered Land Surveyor  
Registration No. 9924



## OFFICE OF REGISTER OF DEEDS

State of South Dakota

County of \_\_\_\_\_ SS

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_ at \_\_\_\_\_ M., and recorded in Book of Plats \_\_\_\_\_ on Page \_\_\_\_\_ therein.

020V

Register of Deeds

by

Deputy

010p

DOTRW-69 (03/2016)

## TEMPORARY EASEMENT AGREEMENT

Project No. EM 0295(45) 130 PCN No. 020V Parcel No. 1  
County Brookings

This Agreement for temporary easement rights is entered into by the undersigned, referred to in this Agreement as the GRANTOR, and the STATE OF SOUTH DAKOTA, acting by and through its Department of Transportation, referred to in this Agreement as the STATE.

### BACKGROUND:

1. The STATE contemplates the construction, operation, and maintenance of highway facilities on the above described project as provided for by law; and,
2. A portion of the temporary easement necessary for the proper completion of these highway facilities, as designated by plans on file with the STATE, is located over and across the real property owned by the GRANTOR, and described as follows:

**R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota.**

THE STATE AND THE GRANTOR AGREE AS FOLLOWS:

1. The GRANTOR grants to the STATE and the STATE'S agents and assigns a temporary easement to enter upon and to use the designated area for construction activities related to the project including but not limited to detour, cutslope, fillslope, temporary utility facilities, and drainage channel purposes, upon approval of this Agreement, with the understanding this permission for entry will terminate one (1) year after the construction of the project has been completed. The temporary easement area is estimated to be:

<u>1.00</u>	<u>acres</u> /sq. ft. at \$	<u>16,500</u>	per <u>acre</u> /sq. ft.
_____	acres/sq. ft. at \$	_____	per acre/sq. ft.
_____	acres/sq. ft. at \$	_____	per acre/sq. ft.
_____	acres/sq. ft. at \$	_____	per acre/sq. ft.

2. The GRANTOR understands and agrees the STATE may use any additional easement area necessary for the proper completion of the project and will compensate the GRANTOR at the rate stated in paragraph 1 above. The STATE will measure the additional easement area and will pay for the additional easement area separately. The STATE will slope and grade the easement area used as smooth as practicable and will leave the easement area in a neat and workmanlike manner.
3. The easement area does ☒ does not ☐ contain existing fence. If the easement area does contain existing fence, the following conditions apply:
  - A. The GRANTOR may clear existing fence before it is cleared by the STATE. Any fence existing within the temporary easement area will become the property of and will be disposed of by the STATE or the STATE'S agents or assigns if not salvaged by the GRANTOR prior to being cleared by the STATE. The STATE will not be responsible for retention of livestock if the GRANTOR salvages the fence. The STATE'S contractor will provide a temporary fence, where necessary, to retain livestock if the STATE clears the existing fence. Such temporary fence remains the property of and may be removed by the STATE'S contractor.
  - B. The STATE will ☐ will not ☒ replace existing fence removed by the STATE. Any replacement fence will consist of the following type of fence that conforms as nearly as possible to the existing fence:  
☐ Permanent type \_\_\_\_\_ fence upon completion of construction;  
☐ Temporary type \_\_\_\_\_ fence during construction;  
☐ Other permanent specialty fencing to be installed by GRANTOR consisting of: \_\_\_\_\_. The STATE will pay the GRANTOR a lump sum of \_\_\_\_\_ representing full compensation for the GRANTOR'S cost of acquiring and installing the fence.
  - C. Permanent fence, except permanent fence constructed within interstate highway right of way, will become the property of and will be maintained by the GRANTOR. Permanent fence constructed within interstate highway right of way will remain the property of and must be maintained by the STATE.
4. The easement area does ☐ does not ☒ require Type 1A Temporary fence for environmental purposes. The GRANTOR will maintain the Type 1A temporary fence in place for at least three (3) years after completion of project construction and will be responsible for any subsequent removal or replacement of the fence.



5. The easement area does ☐ does not ☒ contain existing crop at the date of execution of this Agreement. If the easement area does contain crop at the date of execution of this Agreement, the following conditions apply:
- A. The STATE will pay for crop damage caused by the STATE within the temporary easement area only when such crop has been planted prior to the date the GRANTOR signs this Agreement.
  - B. The STATE will not pay for damage to perennial grass being used for pasture.
  - C. The amount of crop damage to be paid by the STATE 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 of this Agreement are:
6. The easement area does ☐ does not ☒ contain buildings or improvements which are considered to be a part of the real property, such as fixtures, removable building equipment, and trade fixtures. If the easement area does contain such items, the following conditions apply:
- A. The GRANTOR is allowed to retain, for their salvage value, the buildings or improvements listed in 6.B. below. The GRANTOR must remove these items from the above described real property by \_\_\_\_\_, 20\_\_\_\_, unless the STATE grants, in writing, a removal date extension.
  - B. The GRANTOR agrees items being retained and the salvage value of these items are:
  - C. The STATE will withhold \$ N/A from any payments due under this Agreement until the GRANTOR has removed the salvaged items.
7. The Agreement does ☒ does not ☐ contain mutually agreed upon special conditions. If the Agreement contains special conditions, the special conditions are as follows:
- The parties agree the total payment for all property interests acquired by the STATE and CITY, including land conveyed, temporary easements, damages, improvements, and interest, is \*SEE NOTE BELOW dollars (\$\_\_\_\_\_).**
- \*Payment for the temporary easement is included within the total compensation on Form DOTRW90 Right of Way Agreement.**
- \*\*Special conditions included on Form DOTRW90 Right of Way Agreement.**
8. Neither the GRANTOR nor any of the GRANTOR'S successors in interest will interfere with or disturb any temporary facility constructed within the temporary easement area prior to project completion without the STATE'S written approval.
9. All foregoing conditions are binding upon the STATE only upon approval of this Agreement by the STATE'S authorized representative. If approval is not obtained, this Agreement is null and void and of no force or effect.

10. The STATE will pay the GRANTOR total consideration in the amount of \$ \*SEE SECTION 7 as full and final compensation for the temporary easement area, improvements, damages, costs, interest, fees, and any other claims or causes of action resulting from the acquisition and use of the temporary easement area. The STATE will make this payment upon receipt of all properly executed documents and releases and completion of State of South Dakota voucher clearance requirements,
11. Each party represents that it has voluntarily signed this Agreement as its own free act and is not acting under any coercion or duress.
12. Each party represents that no representations, promises, agreements, stipulations, or statements have been made by any representatives of the other party to induce a settlement beyond those contained in this Agreement.
13. The STATE may unilaterally terminate this Agreement upon fulfillment of the STATE'S obligations.
14. This Agreement is entered into on this 13<sup>th</sup> day of August, 2021.

The GRANTOR acknowledges the receipt of an identical copy of this Agreement.

GRANTOR(S):

John H. Mills

Joy E. Mills

**ACKNOWLEDGMENT**

STATE OF South Dakota )  
 )SS  
COUNTY OF Brookings )

On this the 13<sup>th</sup> day of August, 2021, before me, Kelsey D. McGregor, a notary public, personally appeared John H. Mills and Joy E. Mills, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

(Notary Seal)



Kelsey D. McGregor  
Notary Public

My Commission Expires: 11.23.22

The above and foregoing Easement is approved on \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Right of Way Authorized Representative

DOTRW-97 (2-18)

## PERMANENT ACCESS EASEMENT AGREEMENT

This Permanent Access Easement Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between John H. Mills of Brookings County, State of South Dakota, referred to as "Owner #1" and Western Estates MHP LLC of British Columbia Providence, Country of Canada, referred to as "Owner #2" and ACCESS HOLDINGS, LLC of Brookings County, State of South Dakota referred to as "Owner #3" and RCS Development, Inc. of Cass County, State of North Dakota referred to as "Owner #4."

**Owner #1, Owner #2, Owner #3, and Owner #4** agree as follows:

**Owner #1** is the owner of the following property, referred to in this Agreement as "**Owner #1 Property**":

**R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.**

**Owner #2** is the owner of the following property, referred to in this Agreement as "**Owner #2 Property**":

**Government Lots 3, 4, and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 6, also described as the Northwest Quarter (NW1/4) of Section 6, Township 109 North, Range 49 West of the 5<sup>th</sup> P.M., City of Brookings, Brookings County, South Dakota; except R'Surene Morgan Farm Addition thereof, except Block 1 of Mills Third Addition thereof, except Outlot 1 thereof, and except Lot H-2 thereof.**

**Owner #3** is the owner of the following property, referred to in this Agreement as "**Owner #3 Property**":

**Block One (1), Mills Third Addition in the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.**

**Owner #4** is the owner of the following property, referred to in this Agreement as "**Owner #4 Property**":

**Outlot 1 in the NW 1/4, Section 6, T109N, R49W of the 5<sup>th</sup> P.M., City of Brookings, Brookings County, South Dakota.**



DOTRW-97 (2-18)

**Owner #1**, for mutual consideration, the receipt and sufficiency of which is acknowledged, grants to **Owner #2, Owner #3, and Owner #4** a perpetual access easement over and across **Owner #1 Property** as shown in the attached **Exhibit A**.

This perpetual access easement is for the purpose of ingress to and egress to **Owner #2, Owner #3, and Owner #4 Properties** and does not give **Owner #2, Owner #3, and Owner #4** the right to park upon **Owner #1 Property**.

For the easement granted by **Owner #1** to **Owner #2, Owner #3, and Owner #4, Owner #1 Property** will be the servient tenement and **Owner #2, Owner #3, and Owner #4 Properties** will be the dominant tenements.

The maintenance and repair of the approach and easement areas will be the sole responsibility of **Owner #2** as described in this agreement and **Owner #1, Owner #3 and Owner #4** would not be entitled to any legal recourse if maintenance and repair does not meet **Owner #1, Owner #3 and Owner #4's** standards and or expected timeframe to address the needed maintenance and/or repair. Maintenance and repair include, but is not limited to, the removal of snow, debris, pothole repair, and resurfacing on an as-needed basis.

Both parties to this Agreement agree to keep the approach and easement areas free and clear of parked vehicles and other property, and neither party will create or place any barriers, grade, or obstruction that blocks, hinders, or impedes the free flow of traffic onto the parties' respective property.

This Agreement will run with the land and will be binding on the parties' respective heirs, devisees, personal representatives, successors in interest, and assigns. This Agreement is a binding perpetual restraint on the properties described in this Agreement until such time as it is removed by consent of the owners of each of the properties.

**SIGNATURE AND ACKNOWLEDGMENTS FOLLOW**

Owner#1

Dated this 13<sup>th</sup> day of August, 2021.

  
\_\_\_\_\_  
John H. Mills

  
\_\_\_\_\_  
Joy E. Mills

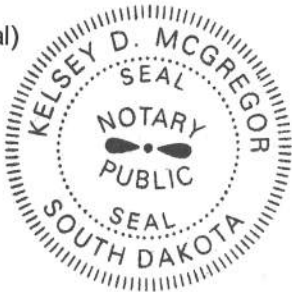
### ACKNOWLEDGMENT

State of South Dakota )  
County of Brookings )SS

On this the 13<sup>th</sup> day of August, 2021, before me, Kelsey D. McGregor  
a notary public, personally appeared John H. Mills and Joy E. Mills, known to me or satisfactorily proven  
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that  
he/she/they executed the same for the purposes therein contained.

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

(Notary Seal)



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 11.23.22

Owner#1

Dated this 14 day of June, 2021.

By: Western Estates MHP LLC, a Delaware limited liability company  
By: King West Estates Limited Partnership, a Delaware Limited Partnership, its Sole Member  
By: Flintstone Capital Partners LLC, a Delaware limited liability company, its General Partner

  
\_\_\_\_\_  
Christopher M. Howard, President

(Corporate Seal)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT


Country of Canada )  
 )SS  
Providence of British Columbia )

On this the 14 day of JUNE, 2021, before me MARNIE PREMONT, a notary public, personally appeared Christopher M. Howard, who acknowledged himself/herself/themselves to be the President, of Flintstone Capital Partners, its General Partner of King West Estates Limited Partnership, the Sole Member of Western Estates MHP, LLC, a limited liability company, and that he/she/they, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself/themselves as such officer(s).

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

(Notary Seal)

**MARNIE PREMONT**  
**NOTARY PUBLIC**  
4422 Ranger Ave.  
North Vancouver, BC V7R 3L3  
604.984.9626

  
\_\_\_\_\_  
Notary Public

My Commission Expires: PERMANENT

MY COMMISSION IS AN APPOINTMENT FOR LIFE.  
A SPECIMEN OF MY SIGNATURE IS ON FILE AT THE  
U.S. CONSULATE, VANCOUVER B.C. CANADA



DOTRW-97 (2-18)

Owner#3

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ACCESS HOLDINGS, LLC

\_\_\_\_\_  
Jacob Mills, Member

\_\_\_\_\_  
Andrew Johnson, Member

\_\_\_\_\_  
Tara Mills, Member

\_\_\_\_\_  
Jennifer Johnson, Member

(Corporate Seal)

### ACKNOWLEDGMENT

STATE OF South Dakota )  
 )SS  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_, a notary public, personally appeared Jacob Mills, Tara Mills, Andrew Johnson, and Jennifer Johnson, who acknowledged himself/herself/themselves to be the Members, of ACCESS HOLDINGS, LLC, a limited liability company, and that he/she/they, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself/themselves as such officer(s).

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

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DOTRW-97 (2-18)

Owner#4

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

RCS DEVELOPMENT, INC.

Renae Rohl, its Secretary/Treasurer

(Corporate Seal)

### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_, a notary public, personally appeared Renae Rohl, who acknowledged himself/herself/themselves to be the Secretary/Treasurer, of RCS DEVELOPMENT, INC., a corporation, and that he/she/they, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as such officer(s).

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

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# EXHIBIT A

in that part of R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of Section 6 - Township 109 North - Range 49 West of the 5th P.M.

## BROOKINGS COUNTY, SOUTH DAKOTA

Showing a Permanent Easement  
to be acquired for Private Access  
Scale: 1 inch = 100 feet

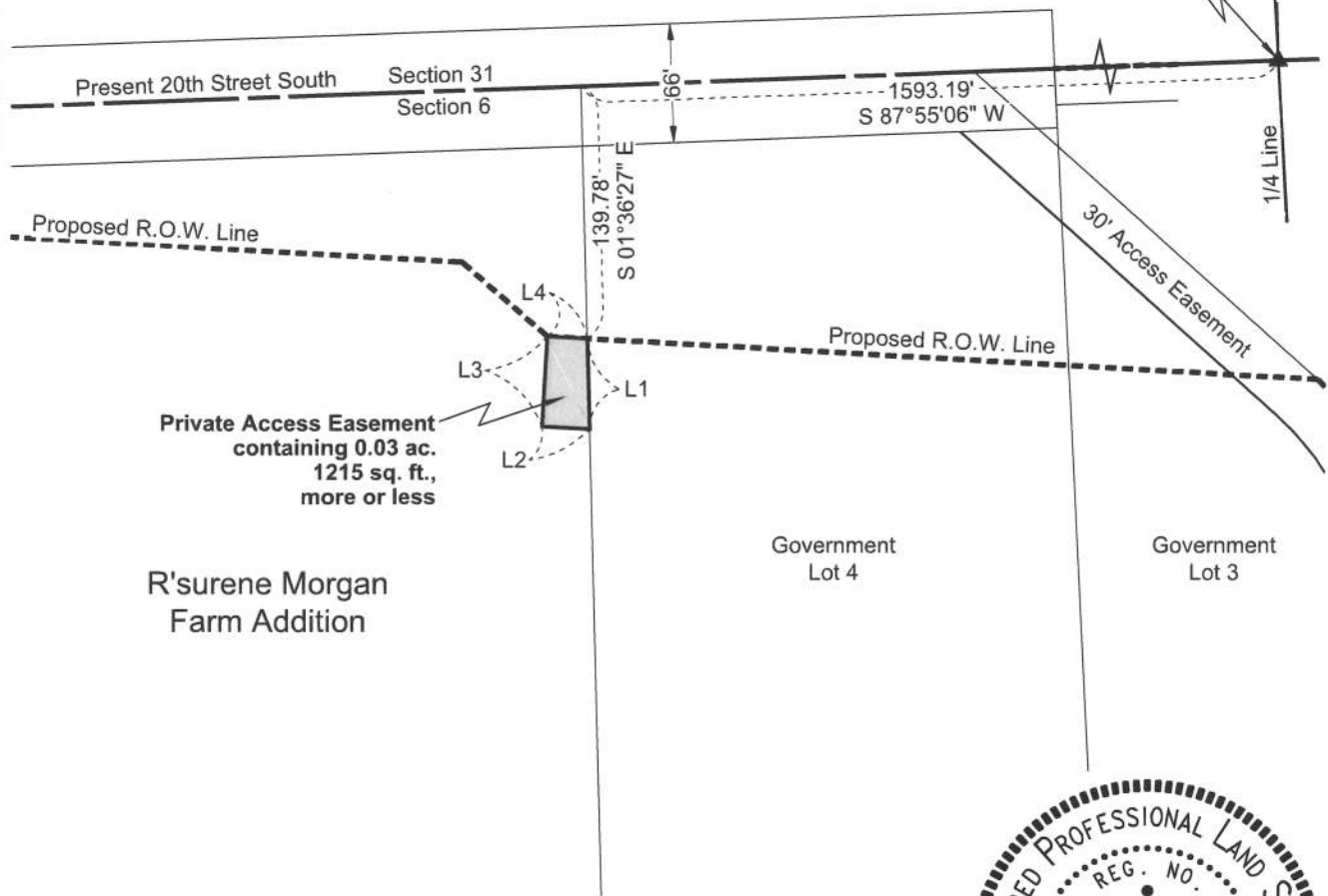
### LEGEND

▲ = found P.L.S.S. corner

SW1/4

	Length
L1	50.17'
L2	26.37'
L3	50.00'
L4	22.21'

N1/4 Cor.  
6-109-49  
N 180707.21  
E 2817286.30



020V

EM 0295(45)130

Drawn By: JLU Date: 01/19/2021

Checked By: NWN Date: 01/19/2021

020e



DOTRW-97 (2-18)

## PERMANENT ACCESS EASEMENT AGREEMENT

This Permanent Access Easement Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Western Estates MHP LLC of British Columbia Providence, Country of Canada, referred to as "Owner #1" and John H. and Joy E. Mills of Brookings County, State of South Dakota referred to as "Owner #2" and ACCESS HOLDINGS, LLC of Brookings County, State of South Dakota referred to as "Owner #3" and RCS Development, Inc. of Cass County, State of North Dakota referred to as "Owner #4."

**Owner #1, Owner #2, Owner #3, and Owner #4** agree as follows:

**Owner #1** is the owner of the following property, referred to in this Agreement as "**Owner #1 Property**":

Government Lots 3, 4, and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 6, also described as the Northwest Quarter (NW1/4) of Section 6, Township 109 North, Range 49 West of the 5<sup>th</sup> P.M., City of Brookings, Brookings County, South Dakota; except R'Surene Morgan Farm Addition thereof, except Block 1 of Mills Third Addition thereof, except Outlot 1 thereof, and except Lot H-2 thereof.

**Owner #2** is the owner of the following property, referred to in this Agreement as "**Owner #1 Property**":

R'Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.

**Owner #3** is the owner of the following property, referred to in this Agreement as "**Owner #2 Property**":

Block One (1), Mills Third Addition in the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5<sup>th</sup> P.M., Brookings County, South Dakota.

**Owner #4** is the owner of the following property, referred to in this Agreement as "**Owner #3 Property**":

Outlot 1 in the NW 1/4, Section 6, T109N, R49W of the 5<sup>th</sup> P.M., City of Brookings, Brookings County, South Dakota.

**Owner #1**, for mutual consideration, the receipt and sufficiency of which is acknowledged, grants to **Owner #2** and **Owner #3**, and **Owner #4** a perpetual access easement over and across **Owner #1 Property** as shown in the attached **Exhibit A**.

This perpetual access easement is for the purpose of ingress to and egress to **Owner #2** and **Owner #3**, and **Owner #4 Properties** and does not give **Owner #2**, **Owner #3**, and **Owner #4** the right to park upon **Owner #1 Property**.

For the easement granted by **Owner #1** to **Owner #2**, **Owner #3**, and **Owner #4**, **Owner #1 Property** will be the servient tenement and **Owner #2**, **Owner #3**, and **Owner #4 Properties** will be the dominant tenements.

The maintenance and repair of the approach and easement areas will be the sole responsibility of **Owner #1** as described in this agreement and **Owner #2**, **Owner #3** and **Owner #4** would not be entitled to any legal recourse if maintenance and repair does not meet **Owner #2**, **Owner #3** and **Owner #4's** standards and or expected timeframe to address the needed maintenance and/or repair. Maintenance and repair include, but is not limited to, the removal of snow, debris, pothole repair, and resurfacing on an as-needed basis.

All parties to this Agreement agree to keep the approach and easement areas free and clear of parked vehicles and other property, and neither party will create or place any barriers, grade, or obstruction that blocks, hinders, or impedes the free flow of traffic onto the parties' respective property.

This Agreement will run with the land and will be binding on the parties' respective heirs, devisees, personal representatives, successors in interest, and assigns. This Agreement is a binding perpetual restraint on the properties described in this Agreement until such time as it is removed by consent of the owners of each of the properties.

**SIGNATURES AND ACKNOWLEDGMENTS FOLLOW**

Owner#2

Dated this 14 day of June, 2021.

COPY

By: Western Estates MHP LLC, a Delaware limited liability company

By: King West Estates Limited Partnership, a Delaware Limited Partnership, its Sole Member

By: Flintstone Capital Partners LLC, a Delaware limited liability company, its General Partner



Christopher M. Howard, President

(Corporate Seal)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Country of Canada )  
 )SS


Providence of British Columbia )

On this the 14 day of JUNE, 2021, before me MARNIE PREMONT, a notary public, personally appeared Christopher M. Howard, who acknowledged himself/herself/themselves to be the President, of Flintstone Capital Partners, its General Partner of King West Estates Limited Partnership, the Sole Member of Western Estates MHP, LLC, a limited liability company, and that he/she/they, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself/themselves as such officer(s).

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

(Notary Seal)

**MARNIE PREMONT**  
**NOTARY PUBLIC**  
4422 Ranger Ave.  
North Vancouver, BC V7R 3L3  
604.984.9626

  
\_\_\_\_\_  
Notary Public

My Commission Expires: PERMANENT

MY COMMISSION IS AN APPOINTMENT FOR LIFE.  
A SPECIMEN OF MY SIGNATURE IS ON FILE AT THE  
U.S. CONSULATE, VANCOUVER B.C. CANADA



Owner#2

Dated this 13<sup>th</sup> day of August, 2021.

[Signature]  
John H. Mills

[Signature]  
Joy E. Mills

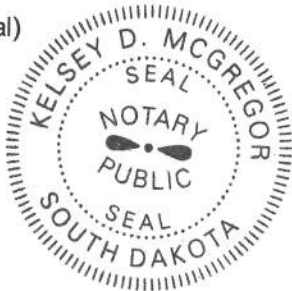
**ACKNOWLEDGMENT**

State of South Dakota )  
County of Brookings )SS

On this the 13<sup>th</sup> day of August, 2021, before me, Kelsey D. McGregor  
a notary public, personally appeared John H. Mills and Joy E. Mills, known to me or satisfactorily proven  
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that  
he/she/they executed the same for the purposes therein contained.

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

(Notary Seal)



[Signature]  
Notary Public

My Commission Expires: 11.23.22

DOTRW-97 (2-18)

Owner#3

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ACCESS HOLDINGS, LLC

Jacob Mills, Member

Andrew Johnson, Member

Tara Mills, Member

Jennifer Johnson, Member

(Corporate Seal)

### ACKNOWLEDGMENT

STATE OF South Dakota )  
COUNTY OF \_\_\_\_\_ )SS

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_, a notary public, personally appeared Jacob Mills, Tara Mills, Andrew Johnson, and Jennifer Johnson, who acknowledged himself/herself/themselves to be the Members, of ACCESS HOLDINGS, LLC, a limited liability company, and that he/she/they, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself/themselves as such officer(s).

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

(Notary Seal)

Notary Public

My Commission Expires: \_\_\_\_\_

DOTRW-97 (2-18)

Owner#4

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

RCS DEVELOPMENT, INC.

Renae Rohl, its Secretary/Treasurer

(Corporate Seal)

### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_, a notary public, personally appeared Renae Rohl, who acknowledged himself/herself/themselves to be the Secretary/Treasurer, of RCS DEVELOPMENT, INC., a corporation, and that he/she/they, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as such officer(s).

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

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# EXHIBIT A

in Government Lot 3 and 4 of the Northwest Quarter (NW1/4) of Section 6,  
Township 109 North, Range 49 West of the 5th P.M.

## BROOKINGS COUNTY, SOUTH DAKOTA

Showing a Permanent Easement  
to be acquired for Private Access  
Scale: 1 inch = 100 feet

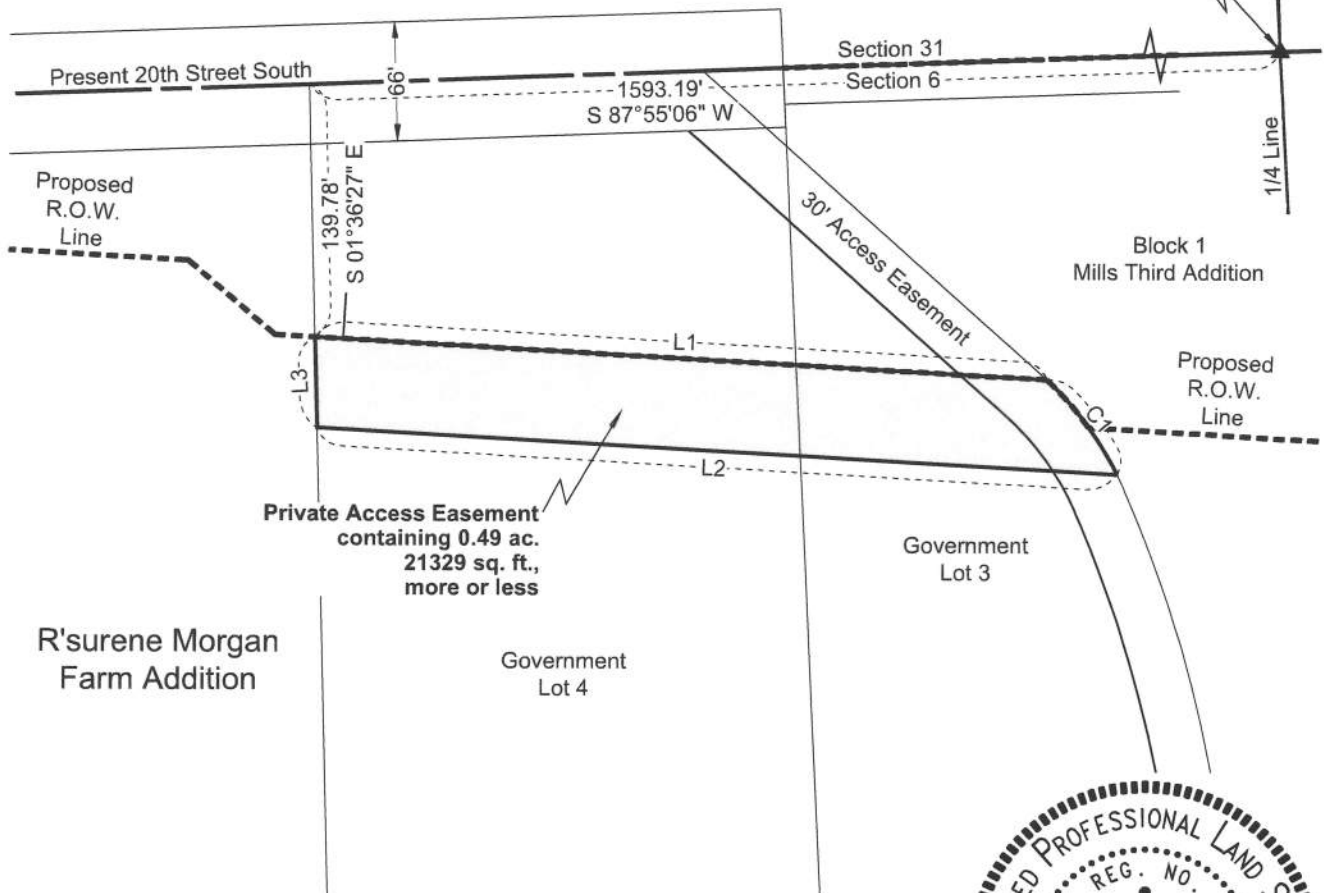
### LEGEND

▲ = found P.L.S.S. corner

SW1/4

	Length
L1	405.15'
C1	187.00' (arc)
L2	443.01'
L3	50.17'

N1/4 Cor.  
6-109-49  
N 180707.21  
E 2817286.30



020V

EM 0295(45)130

Drawn By: JLU Date: 01/19/2021

Checked By: NWN Date: 01/19/2021

021e

BRKRW-65 (3-21)

**RELEASE**

Project No. EM 0295(45) 130 PCN 020V Parcel No. 1  
County Brookings

For and in consideration of the sum of One Dollar and other valuable consideration (\$ 1.00) to me in hand paid by and on behalf of the City of Brookings, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, do hereby for myself, my heirs and assigns fully release and discharge the City of Brookings, from any claim for damages and compensation whatsoever for: Eliminating of direct access providing ingress and egress to 22nd Avenue S at Station 503+03 Rt. and at 20th Street S at Station 13+77 Rt. From the real property lying immediately along, adjacent, and -----

R' Surene Morgan Farm Addition to the County of Brookings in Government Lot 4 of the Northwest Quarter (NW1/4) of Section Six (6), Township One Hundred Nine (109) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota.

It is understood and agreed that the undersigned fully intends that this shall not be construed as an admission of any liability on the part of the parties hereby released.

It is further understood and agreed that the undersigned relies wholly upon his/her/their own knowledge and judgment as to the nature, extent, affect and duration of this release and that it is made without reliance upon any statement or representation not contained herein of the parties hereby released or of any of their representatives

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

It is agreed this RELEASE is in full compromise of any claim for damages and compensation to which the landowner may be entitled due to the claim of damage described above. This RELEASE contains the entire agreement between the parties hereto.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE BEFORE SIGNING AND HEREBY INDICATE(S) THAT HE/SHE/THEY FULLY UNDERSTAND THE SAME.

IN WITNESS WHEREOF I hereunto set my hand this 13<sup>th</sup> day of August, 2021.

  
John H. Mills

  
Joy E. Mills

#### ACKNOWLEDGMENT

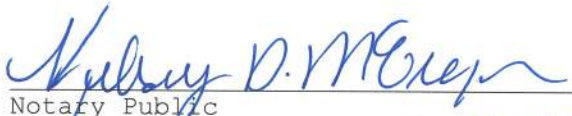
STATE OF South Dakota )  
 ) SS  
COUNTY OF Brookings )

On this the 13<sup>th</sup> day of August, 2021, before me, Kelsey D. McGregor, a notary public, personally appeared John H. Mills and Joy E. Mills, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

(SEAL)



  
Notary Public

My Commission Expires: 11.23.22