

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: 22916.00.00 COUNTY: Brookings PARCEL NO: N/A

This agreement made and entered into this day of , 20 19 by and between Brookings County acting by and through the Brookings County Commission, hereinafter referred to as COUNTY, and James Gruber, whose postal address is 148 Sunset Park Drive Estelline, SD 57234, hereinafter referred to as DONOR.

WHEREAS, COUNTY needs the following easements for construction, operation and maintenance of a highway:

Perpetual Easement: None.

Temporary Easement: 0.34 acres more or less in the NW 1/4 of Sec. 31-T112N-R50W (between project stations 8+54 Lt. & 14+50 Lt.)

NOW THEREFORE, DONOR understands his/her right to have an appraisal prepared and his/her right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. DONOR does hereby voluntarily grant and donate to COUNTY, for and in consideration of and other good and valuable consideration, the adequacy of which is hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited PROJECT.

Stipulations of conditional donation: that approaches remain open and restored to both N side road approach and S. side just past the guard rail & that after construction both of these areas will be made passable + NO driving or parking on property.

DONOR agrees that the erection of fences, structures or obstacles within the perpetual easement will not be permitted.

DONOR grants permission to COUNTY or COUNTY'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 proper action of the Brookings County Commission and the temporary easement shall be in effect until construction of the project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

Attest: County Auditor

By: James R. Gruber Donor

By: Chairman of County Commission

By: Karen M. Gruber Donor

STATE OF COUNTY OF

By: Donor

On this 2nd day of January in the year of 2020, before me, a Notary Public within and for said County and State, personally appeared

James R & Karen M Gruber known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the same for the purpose therein stated.

My Commission Expires: 10/20/23

Notary Public signature

Notary Public Emily Massey State of Florida My Commission Expires 10/20/2023 Commission No. GG 364838

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construction of the above cited PROJECT.

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and restored to both N side road approach and S. side
just past the GUARD RAIL; & that after construction both of
these areas will be made passable & NO DRIVING OR PARKING ON property.

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the perpetual easement will not be permitted.

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