

OFFER AND STATEMENT OF COMPENSATION

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| Name <u>City of Rapid City</u> Address <u>300 6th Street</u> <u>Rapid City, SD 57701</u> | Project No. <u>P 0016(57)69 & P 0044(125)44</u> PCEMS No. <u>3864</u> Parcel No. <u>14</u> County <u>Pennington</u> |
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The State of South Dakota, acting by and through its Department of Transportation, has determined it necessary to acquire the following described real property for highway purposes including any leasehold interests and improvements:

Lots H1 in Lots 1 through 13 of Block 65, vacated Alley and Parcel 6 of Lot A - Original Town of Rapid City, Pennington Co., SD, Lot H1 Lot 1 contains 1,331 sq. ft., m/l; Lot H1 Lot 2 contains 601 sq. ft., m/l; Lot H1 Lot 3 contains 553 sq. ft., m/l; Lot H1 Lot 4 contains 517 sq. ft., m/l; Lot H1 Lot 5 contains 176 sq. ft., m/l; Lot H1 Lot 6 contains 432 sq. ft., m/l; Lot H1 Lot 7 contains 383 sq. ft., m/l; Lot H1 Lot 8 contains 331 sq. ft., m/l; Lot H1 Lot 9 contains 274 sq. ft., m/l; Lot H1 Lot 10 contains 213 sq. ft., m/l; Lot H1 Lot 11 contains 149 sq. ft., m/l; Lot H1 Lot 12 contains 84 sq. ft., m/l; Lot H1 Lot 13 contains 23 sq. ft., m/l; Lot H1 Alley contains 77 sq. ft., m/l; and Lot H1 Parcel 6 contains 82 sq. ft., m/l.

Also temporary easements in Lots 1 through 13 of Block 65, vacated Alley and Parcel 6 of Lot A - Original Town of Rapid City, Pennington Co., SD.

We are purchasing with without control of access and are hereby authorized to offer you the following:

DIVISION OF PAYMENTS

| | <u>Purchase</u> <u>Ease</u> | <u>Response</u> <u>Fee</u> |
|---|----------------------------------|-------------------------------|
| Amount for taking | | |
| <u>5,526</u> acres (sq. ft.) at \$ <u>14.00</u> per acre (sq. ft.) = | \$ <u>77,364.⁰⁰</u> | \$ _____ |
| _____ acres/sq. ft. at \$ _____ per acre/sq. ft. = | \$ _____ | \$ _____ |
| _____ acres/sq. ft. at \$ _____ per acre/sq. ft. = | \$ _____ | \$ _____ |
| _____ acres/sq. ft. at \$ _____ per acre/sq. ft. = | \$ _____ | \$ _____ |
| Amount of temporary easement | | |
| <u>3,302</u> acres (sq. ft.) at \$ <u>Donation</u> per acre (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. = | \$ _____ | \$ _____ |
| Amount for improvements in the taking <u>18 Evergreen trees</u> | | |
| <u>Sprinklers, Lawn</u> | = \$ <u>22,958.⁰⁰</u> | \$ _____ |
| _____ | = \$ _____ | \$ _____ |
| Fence <u>N/A</u> | = \$ _____ | \$ _____ |
| Amount for damages _____ | = \$ _____ | \$ _____ |
| _____ | = \$ _____ | \$ _____ |
| _____ | = \$ _____ | \$ _____ |
| TOTAL = | \$ <u>100,322.⁰⁰</u> | \$ _____ |
| Rounded = | \$ <u>100,325.⁰⁰</u> | \$ _____ |

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 areas by the 1 day of January, 2003 unless a removal date extension is granted in writing by an authorized representative of the South Dakota Department of Transportation.

(a) Items which are considered property of the owner that may be retained and their salvage value are: The following improvements have zero salvage value and zero withheld until moved.

- 1) 18 Evergreen Trees - Sta. 36+10 to 40+20 R.
- 2) Sprinklers - Sta. 36+10 to 40+20 R.
- 3) Lawn - Sta. 36+10 to 40+20 R.

(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, 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 State'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 JUST 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 _____, _____, 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 3 day of October, 2002 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.

Signature of Agent

RELOCAT-ON ASSISTANCE WRITTL.. OFFER

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|---------|-----------------------------|-----------|---|
| NAME | <u>City of Rapid City</u> | PROJECT | <u>P 0016(57)69 & P 0044(125)44</u> |
| ADDRESS | <u>300 6th Street</u> | PCEMS No. | <u>3864</u> |
| | <u>Rapid City, SD 57701</u> | PARCEL | <u>14</u> CLAIM NO. <u>17</u> |
| | | COUNTY | <u>Pennington</u> |

The State of South Dakota, acting through the South Dakota State Transportation Commission, has determined it necessary to acquire the following described real property for highway purposes:

Lot 1 through 13, vacated Alley and Parcel 6 of Lot A - Block 65 Original Town of Rapid City, Pennington County, South Dakota.

The date of initiation of negotiation for the parcel is: October 3, 2002

Any individual, family, business, or farm operator is eligible to receive payment for the reasonable expenses of moving his/her personal property if in lawful occupancy at the time of the initiation of negotiations and if subsequent to the date of this Notice of Intent, the personal property is moved.

Notice is hereby given that you will not be required to move from a dwelling, business or farm without at least 90 days notice from the date of this offer. The vacate date has been established as January 1, 2003, unless a written extension of time is granted by the Right of Way Program Manager, Region Engineer, or Authorized Representative. You are further advised that a 30 day Written Notice will be given specifying the date by which the property must be vacated. Payment will be made only after the property is removed and the proper claim form submitted.

We are authorized to offer you the following for relocating your personal property:

A. Actual, Reasonable & Necessary Cost to Move, as supported
by receipted bills

OR

B. Self-move wherein the owner assumes full responsibility
for the move

OF

Sign: Station 38+00 Rt.

\$2,500.00

DOTRW-150.1 (7-01)

Additional information on the Relocation Program and payment may be obtained by contacting the address below:

Relocation Section
Right of Way Program
Department of Transportation
700 E. Broadway Avenue
Pierre, SD 57501-2586

If you feel that the above amount is not adequate you have the right to an appeal. Refer to the Relocation Assistance Brochure for details.

Dated this _____ day of _____, _____
Signature of Agent

This is to certify that on the _____ day of _____, _____, the above named Agent delivered to me a copy of this document with a copy of the Relocation Assistance Brochure.

Signature of Owner

This is to certify that on the 3 day of October, 2002 a copy of this document with a copy of the Relocation Assistance Brochure was delivered to the owner and (s)he refused to sign the same.

Tony Patterson
Signature of Agent

THIS IS JUST A WRITTEN OFFER AND THE OWNER'S signature does not require him/her to accept the compensation shown if (s)he does not choose to do so.