

**AGREEMENT**

This agreement for the purchase of real property is made and entered into between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, herein after referred to as "City," and Lynee Lindsey, 107 North 44<sup>th</sup> Street, Rapid City, SD 57702, herein after referred to as "Lindsey."

WHEREAS, the City needs to reconstruct the intersection of West Chicago Street, South Canyon Road and 44<sup>th</sup> Street, all located within the City; and

WHEREAS, it is necessary for the City to acquire certain real property owned by Lindsey to reconstruct this intersection.

**NOW THEREFORE:**

1. Lindsey agrees to convey all legal and equitable interest in a portion of her property located at 107 N. 44<sup>th</sup> Street, which will be platted by the City as an H lot. The portion of the property that will be conveyed is shown as lot H2 on "Exhibit A," which has been attached hereto and incorporated herein by this reference.

2. The City agrees to pay Lindsey \$2,475 for Lot H2. In addition, the City agrees to pay Lindsey for construction of a new privacy fence to replace her current hedge in an amount not to exceed \$3,000. The fence will not be constructed by the City. Lindsey will be responsible for construction of the fence. In order for Lindsey to receive payment, she must provide to the City an itemized bill for the construction of the fence, for which she will be reimbursed her actual costs not to exceed \$3,000.

3. It is understood by Lindsey that she may need to get a variance to the set back and/or so that the height of her replacement fence can be 6 feet. The City will assist her in obtaining any needed variances.

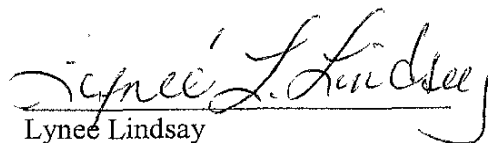
Dated this \_\_\_ day of September, 2004.

CITY OF RAPID CITY

\_\_\_\_\_  
Jim Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

  
Lynee Lindsay

State of South Dakota  
County of Pennington

)  
) ss.  
)

ACKNOWLEDGMENT

On this the \_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned officer, personally appeared Jim Shaw and \_\_\_\_\_, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

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

(SEAL)

My Commission Expires:

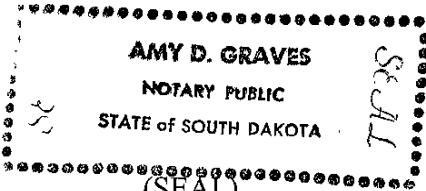
State of South Dakota)  
County of Pennington

)  
) ss.  
)

ACKNOWLEDGMENT

On this the 7<sup>th</sup> day of October, 2004, before me, the undersigned officer, personally appeared Lynee Lindsey, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

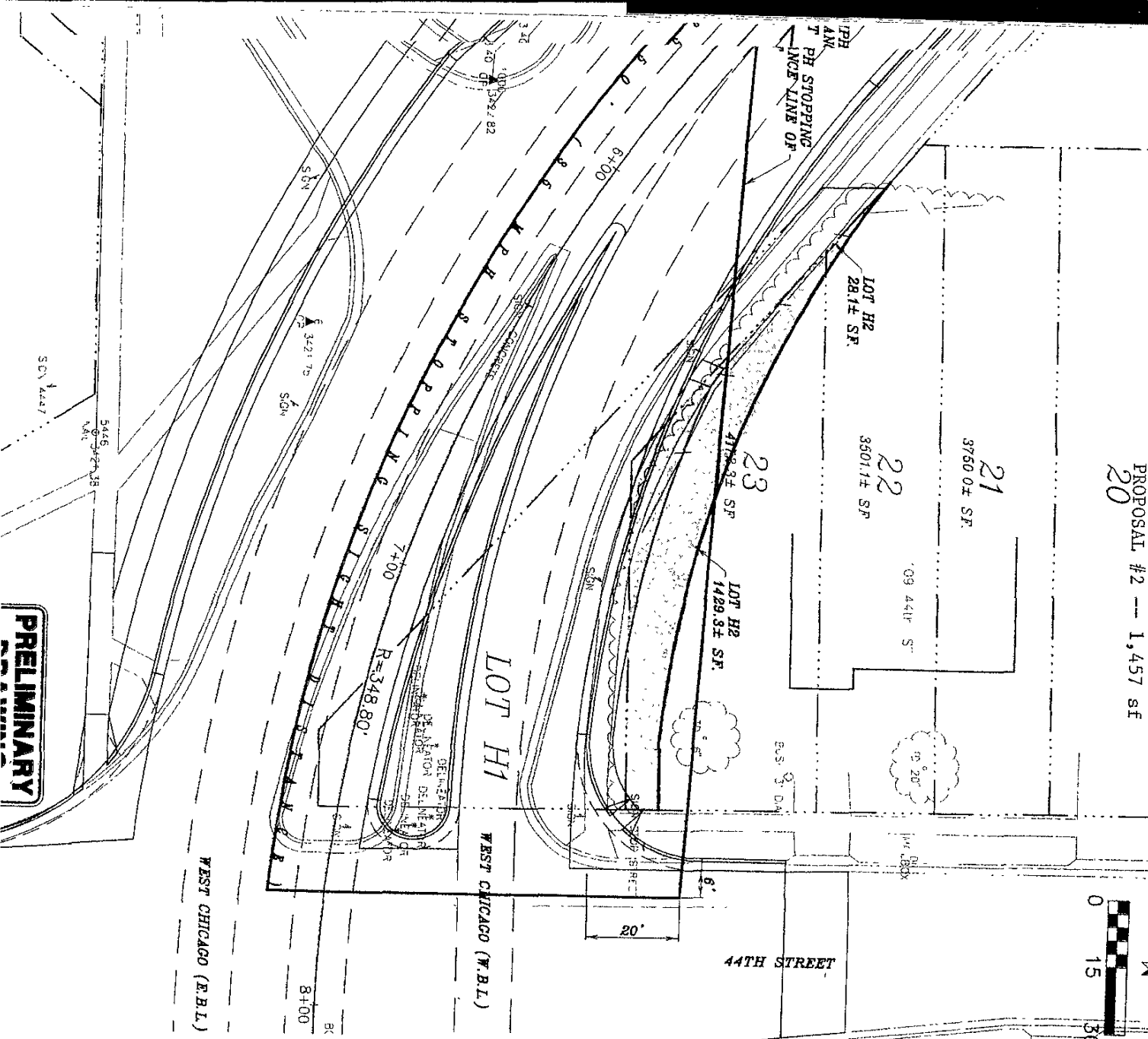


(SEAL)

My Commission Expires:

Amy D. Graves  
Notary Public

My Commission Expires  
January 30, 2006



**PRELIMINARY**



LAGO STREET/44th STREET/S. CANYON ROAD  
ADDITIONAL INTERSECTION STUDY  
OF RAPID CITY PROJECT ST02-1071

SHEET DESCRIPTION: PROPOSED INTERSECTION  
LAYOUT SHOWING PROPOSED LOT H2  
(15' FROM BACK OF PROPOSED CURB)  
FOR LOTS 21, 22, & 23 AND  
75 MPH STOPPING DISTANCE SIGHT TRIANGLE

DESIGNED KP/RS  
CHECKED RF  
APPROVED \_\_\_\_\_  
DATE 7/29/03



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