

**AGREEMENT TO PURCHASE ADDITIONAL RIGHT OF WAY ALONG THE
PROPOSED EAST ANAMOSA STREET EXTENSION FROM EAST NORTH TO
CENTURY ROAD**

This Agreement is made and entered into between the City of Rapid City, a municipal corporation, located at 300 Sixth Street, Rapid City, SD 57701, herein after referred to as the "City," and A/R Group, LLC, a South Dakota limited liability corporation, of 4213 S. Bedford Ave., Sioux Falls, SD, 57103, hereinafter referred to as "Developer."

WHEREAS, the City and Developer wish to construct East Anamosa Street in Rapid City from E. North Street to Century Road; and

WHEREAS, in order to contain the proposed street section the City will require a right-of-way One Hundred Twenty Nine (129) feet in width; and

WHEREAS, the Developer owns property through which the proposed roadway will be constructed that will need to be obtained by the City in order to secure the necessary One Hundred Twenty Nine (129) feet of right-of-way width.

NOW THEREFORE, the parties agree as follows:

1. That after the centerline and right-of-way width of E. Anamosa Street shown on the attached H-lot document has been reviewed and approved by the City, the Developer, by executing this agreement, will donate to the City One Hundred (100) feet of the necessary right-of-way width.
2. The City, by executing this document, agrees to purchase the additional Twenty-nine feet of right-of-way width, consisting of approximately 39,150 square feet from the Developer for \$200,000, payment for which will be delivered to A/R Group, LLC within Thirty (30) days of final City Common Council action approving acceptance of the right-of-way. The deeds will be held in escrow until payment is received.
3. If, for any reason, the roadway project referenced herein is not approved by the City, the City shall return all donated and purchased property to the Developer and the Developer shall refund the purchase price to the City.
4. No other writings are a part of this agreement. All other prior representations, writings, oral statements or negotiations have been merged into this document and are either included herein or intentionally excluded.
5. The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be litigated, and venued, in the Circuit Court of the Seventh Judicial Circuit for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.

Dated this _____ day of December, 2002.

CITY OF RAPID CITY

By: _____
Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

A/R GROUP, LLC

By: *Charles F. Preston*
Its: *Managing Partner*

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

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

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

[SEAL]

Notary Public, State of South Dakota
My Commission Expires: _____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF MINNEHAHA)

On this 11th day of October 2004, before me, Janice M. Barker, a Notary Public within and for said County and State, personally appeared Charles L. Barker, who acknowledged himself to be the Managing Partner of A/R Group, LLC, and that he, as such managing partner, being authorized so to do, executed the foregoing instrument by signing the name of A/R Group, LLC by himself as Managing Partner.

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



Notary Public, State of South Dakota
My commission expires OCTOBER 3, 2009

[SEAL]

