

OFFER AND STATEMENT OF COMPENSATION

Name City of Rapid City Project No. NH 0044(186)44
 Address _____ PCN No. 04T6
 _____ Parcel No. 1
 _____ County Pennington

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:

Lot H2 in Tract 17 and a part of vacated West Chicago Street of the Rapid City Greenway Tract to the City of Rapid City, Pennington County, South Dakota, contains 0.02 acre (678 sq. ft.), more or less.

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

DIVISION OF PAYMENTS

Amount for taking

678 ~~acres~~/sq. ft. at \$ 0.75 per ~~acre~~/sq. ft. = \$ 508⁵⁰
 _____ 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

_____ acres/sq. ft. at \$ _____ 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 _____

_____ = \$ _____
 _____ = \$ _____

Amount for damages _____

_____ = \$ _____
 _____ = \$ _____

TOTAL = \$ 508⁵⁰

Rounded = \$ 510⁰⁰

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 _____ day of _____, _____ 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: *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, 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 10th day of March, 2014, a copy of this Document and a copy of the "Better Roads Brochure" was delivered to me by the undersigned Agent,

[Signature]

Signature of Owner

[Signature]

Signature of Agent

I CERTIFY THAT, on this _____ day of _____, _____, 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

RIGHT OF WAY AGREEMENT

Project No. NH 0044(186)44 PCN No. 04T6 Parcel No. 1
 County Pennington

This AGREEMENT for highway right of way with _____ without X control of access entered into by the undersigned, hereinafter referred to as the GRANTOR, and the STATE OF SOUTH DAKOTA acting by and through its Department of Transportation, hereinafter referred to as the STATE, witnesseth;

WHEREAS, the STATE contemplates the construction, operation and maintenance of highway facilities on the above described project as provided by Law; and;

WHEREAS, a portion of the highway right of way necessary for the proper completion of such highway facilities, as designated by plans on file at the Department of Transportation, is located over and across the real property hereinafter described as:

Lot H2 in Tract 17 and a part of vacated West Chicago Street of the Rapid City Greenway Tract to the City of Rapid City, Pennington County, South Dakota, contains 0.02 acre (678 sq. ft.), more or less.

NOW, THEREFORE, it is expressly agreed and understood by the parties hereto that:

(1) This AGREEMENT shall remain in full force and effect until such time as the above described real property is no longer needed for highway purposes and is disposed of in accordance with Law; and;

(2) All fences existing within the right of way area shall become the property of and shall be disposed of by the STATE if not salvaged by the GRANTOR prior to the _____ day of _____, 20____ and prior to being cleared by the STATE. A temporary fence will be provided where necessary to retain livestock when the GRANTOR elects to have the fence replaced with new fence. This fence is the property of the Contractor and he will remove it after the permanent fence has been placed. Permanent fence constructed within Interstate Highway right of way will remain the property of and will be maintained by the STATE whereas all other permanent fence becomes the property of and is to be maintained by the GRANTOR; and; *N/A*

(3) The GRANTOR has elected to have any existing fence so removed be replaced by the GRANTEE with one of its standard fences that conforms as nearly as possible to the existing fence. Any fence provided will be no less than a four strand barb wire fence. Type *N/A* fence will be provided; and;

(4) The STATE will pay for crop damage with the temporary easement area caused by the STATE, its agents, representatives and assigns or any Contractor employed by the STATE only when such crop has been planted prior to the date the GRANTOR signs this AGREEMENT except that crop damage will not be paid for alfalfa or other perennial grass being used for pasture. The amount of crop damage to be paid 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 are: *N/A*

(5) Conditions relating to temporary easement areas on GRANTOR'S property are contained in a separate Temporary Easement Agreement; and; *N/A*

(6) The GRANTOR is allowed to retain for their salvage value, the following buildings or improvements which are considered to be part of the real property, including fixtures, removable building equipment and any trade fixtures, provided they are removed from the above described real property by the _____ day of _____, _____ unless a removal date extension is granted in writing by the STATE. Items being retained and their salvage value are: *N/A*

; and;

(7) The following mutually agreed upon special conditions are made a binding part of this AGREEMENT:

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is Five hundred Ten & 00/100 dollars (\$510⁰⁰).

(8) The GRANTOR relinquishes all of his right of access, light, air and view between the portions of the above described real property where the right of way is designated to have control of access except in those specific locations as may be designated now or in the future by the STATE; and;

(9) The payment provided for under this Agreement includes compensation for any and all damage to or decrease in value of GRANTOR'S remaining property, including severance damages, attributable to the above-referenced project.

(10) The GRANTOR grants possession of the above described real property to the STATE and all foregoing conditions are binding upon the STATE only upon approval of this AGREEMENT by the STATE'S authorized representative and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and;

(11) The GRANTOR understands and agrees that if there are liens, mortgages or other encumbrances against the above-described real property, the holder of such lien, mortgage or encumbrance may be named as co-payee on any payment to be made pursuant to this Agreement.

(12) Upon receipt of possession of the subject property, STATE and/or its agents and contractors shall be entitled to enter upon the property for purposes of inspecting, surveying, flagging and other preliminary activities incident to the construction project. STATE may so enter upon the property for such purposes even though GRANTOR may still be occupying the property by agreement with STATE. In the event GRANTOR continues to occupy the property subsequent to granting STATE possession, STATE and/or its agents or contractors shall not enter upon the property for any purposes without first providing reasonable prior notice to GRANTOR.

NOW, THEREFORE, BE IT AGREED, that total consideration is \$ 510⁰⁰, it is understood and agreed will be paid as soon as all required documents and releases are properly signed and received by the STATE and a voucher processed for payment as follows:

- \$ 510⁰⁰ for land conveyed, temporary easement, improvements and damages
- less \$ 00 for retained salvage
- less \$ 00 to be withheld until improvements are removed
- less \$ 00 to be withheld until keys are delivered and a final inspection is made;

The above and foregoing AGREEMENT is entered into on the _____ day of _____, _____, and in the witness whereof the GRANTOR hereunto subscribes by signature. Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

City of Rapid City

By: _____

Its: _____

Date: _____

ATTESTED TO:

By: _____

Its: _____

DATE: _____

(Corporate Seal)

DOTRW-88A (8-06)

HIGHWAY USE DEED - BY CORPORATION

Project No. NH 0044(186)44 PCN No. 04T6 Parcel No. 1
County Pennington

City OF Rapid City, 300 Sixth St., RC

Grantor _____, of PENNINGTON County, State of
South Dakota 57701 for and in consideration of
One dollar and other valuable considerations DOLLARS GRANTS,

CONVEYS AND WARRANTS to the South Dakota Department of Transportation,
Grantee, of 700 E. Broadway Avenue, Pierre, Hughes County, South Dakota 57501-
2586, the following described real estate in the County of Pennington
in the State of South Dakota:

Lot H2 in Tract 17 and a part of vacated West Chicago Street of the Rapid City
Greenway Tract to the City of Rapid City, Pennington County, South Dakota.
Said Lot H2 contains 0.02 acre (678 sq. ft.), more or less.

Parcel 001

PLAT OF LOT H2

Showing a parcel of land to be acquired for highway purposes in
 Tract 17 and part of vacated West Chicago Street
 of the Rapid City Greenway Tract to the City of Rapid City
 for construction of Project NH 0044(186)44

PENNINGTON COUNTY, SOUTH DAKOTA

Scale: 1 Inch = 50 feet

LEGEND
 ● = found corner
 ● = set corner
 All monumentation will be set upon project completion

Horizontal Elements Table

Name	Direction / Chord Direction	Length	Delta	Radius
L1	N 0°33'49" E	9.38		
L2	N 43°59'54" E	33.94		
L3	S 75°48'29" E	12.38		
L4	S 14°11'31" W	19.64		
L5	N 76°03'19" W	5.16		
C1	S 52°26'41" W	23.08	76°21'20"	17.32
L6	N 89°26'11" W	8.87		



Lot H2
 Containing 0.02 ac.
 678 sq. ft.
 More or less

RAPID CITY GREENWAY TRACTS

Tract 17

Twelfth Street

RIVERSIDE

ADDITION

Block 2

Lot RU-107A

Tract A

Present Hwy SD No. 44

Lot 2
 PLAZA SUBDIVISION

RIVERSIDE

ADDITION

Note 1: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - South Zone NAD 83/07 SF = 0.9997870216

Drawing prepared by HDR Engineering
 Sioux Falls, South Dakota

Drawn By Brian Jensen Date 11/25/13
 Checked By _____ Date _____

SURVEYOR'S CERTIFICATE

I, Brian J. Jensen, 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 set my hand and seal this _____ day of _____ A.D., 20____.

Registered Land Surveyor
 Registration No. 8014

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 Books of Plats _____ on Page _____ therein.

Register of Deeds

by

Deputy

04T6