

RELOCATION ASSISTANCE AGREEMENT

Project No. NH 0235(01)0 PCEMS No. 3151 Parcel No. 5
 County Pennington Claim No. 27

The State of South Dakota, acting through the South Dakota Department of Transportation, has determined it necessary to acquire a portion of the following described real property for highway purposes, which will necessitate the removal of the personal property:

SW1/4 NW1/4 of Section 20, Township 1 North, Range ~~X~~^{10E} East of the B.H.M., Pennington County, South Dakota.

It is expressly agreed and understood by the parties hereto as follows:

- (1) The real property must be vacated and all personal property removed by September 1, 2002, unless an extension of time is granted by the Right of Way Program Manager or the Region Engineer or their authorized representative in writing. In the event the personal property is not removed by the above date it will be relocated or disposed of by the State by the most feasible means. The State shall be held blameless for any damage or monetary loss. It is further agreed the personal property must be moved and not disposed of by private or auction sale unless prior arrangements are made with the State to recompute the payment. Losses due to the negligence of the relocated person, his/her agent or employees are not eligible for reimbursement.
- (2) It is further agreed any payments under this agreement are for removal and/or reinstallation of personal property and the State is released from any payment for the property as realty.
- (3) The Department of Transportation will reimburse the displacee for relocation costs in the following amounts after all Federal and State requirements have been complied with and the personal property removed from the right of way and/or easement area.

A. Actual, Reasonable & Necessary Cost to Move as supported by receipted bills	ACTUAL
OR	
B. Self-move wherein the owner assumes full responsibility for the Move of at Station 85+00 Rt.: Landscaping Sign: "Welcome to Rapid City"	\$2,500.00

MOVING OPTION TAKEN: A() or B()

- (3.5) City shall have the right to select a new sign location within Highway 79 right-of-way after reconstruction of Highway 79 is complete.

(4) The above relocation payments are binding upon the Department of Transportation only when approved by the Right of Way Program Manager or authorized representative and in the event said approval is not obtained, this Agreement is null and void and of no force or effect.

The above and foregoing Agreement is entered into on this _____ day of _____, 2002, and in the witness whereof the Grantor hereunto subscribes by signature.

~~BY:~~ X BY: X

Attest By: X

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF)

On this _____ day of _____, in the year 2002, before me, a Notary Public within and for said County and State, has personally appeared _____, known to me to be the person _____ who _____ described in, and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The above and foregoing agreement approved this _____ day of _____, _____.

Right of Way Authorized Representative