

AGREEMENT

Agreement made this 3 day of July, 1995, by and between McKie Ford, Inc. (Owner) and the City of Rapid City (City), a municipal corporation.

Owner wishes to develop certain real property legally described as:

Lot Eight (8) of Block Three (3) in the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Twenty-five (25), Township Two North (T2N), Range Seven East (R7E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota

As part of the proposed development of the property, Owner wishes to install a curb cut to provide access directly to and from the property onto Disk Drive. The City is willing to allow such curb cut for the present, but wishes to reserve the right to close such curb cut in the event it determines the presence and use of such curb cut causes traffic problems. Therefore, in consideration of the benefits to accrue herefrom, the parties agree that Owner may install the curb cut as approved by the Engineering Division Manager and, that in the event that the City shall determine that it wishes to have the curb cut closed, the City may close the curb cut at its own expense after giving ninety (90) days' written notice to the Owner. The decision to close or continue the curb cut shall be made on the basis of generally accepted traffic engineering standards and with due regard for whether the problem to be alleviated is caused by the curb cut or by deficiencies in the design capacity of the street.

This Agreement shall be binding upon the Owner and upon its successors and assigns.

CITY OF RAPID CITY
[Signature]
Ed McLaughlin, Mayor

MCKIE FORD, INC. (Owner)
[Signature]
Rodney W. McKie

ATTEST:
[Signature]
Assistant Finance Officer

ATTEST:
[Signature]
Secretary

State of South Dakota)
) ss.
County of Pennington)

On this, the 6th day of June, 1995, before me, the undersigned officer, personally appeared Rodney W. McKie, who acknowledged himself to be the owner of McKie Ford, Inc., a corporation, and that he, as such owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Rodney W. McKie.

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

(SEAL)

[Signature]
Notary Public

My commission expires: 3-28-98

State of South Dakota)
) ss.
County of Pennington)

On this, the 24th day of July, 1995, before me, the undersigned officer, personally appeared Edward R. McLaughlin and Coleen Schmidt, who acknowledged themselves to be the Mayor and Assistant Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Assistant Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Assistant Finance Officer.

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

(SEAL)

Chris Lynn
Notary Public

My commission expires:

9-3-2002

FAX MEMO

To: Rob. L. Pgs: 2
From: T. WARTLE Date: 9/20/99
T & D Land Development
343-9383 phone

2310 N. Haines

Cummins Power No. Haines

Temp file card

4" C.I. Pvt. Water service

Started out by Rapid Plb. Completed by Mantei Const.

Measured by Kline

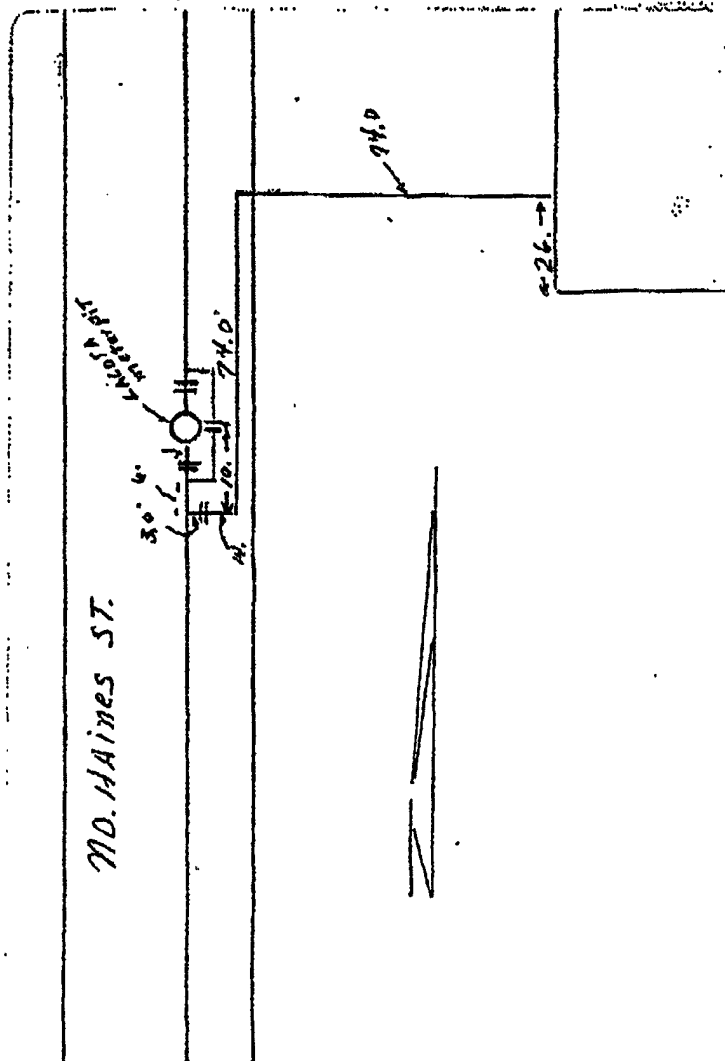
Sewer permit # 13,232

Engineering Dept.
To Klare Schroeder

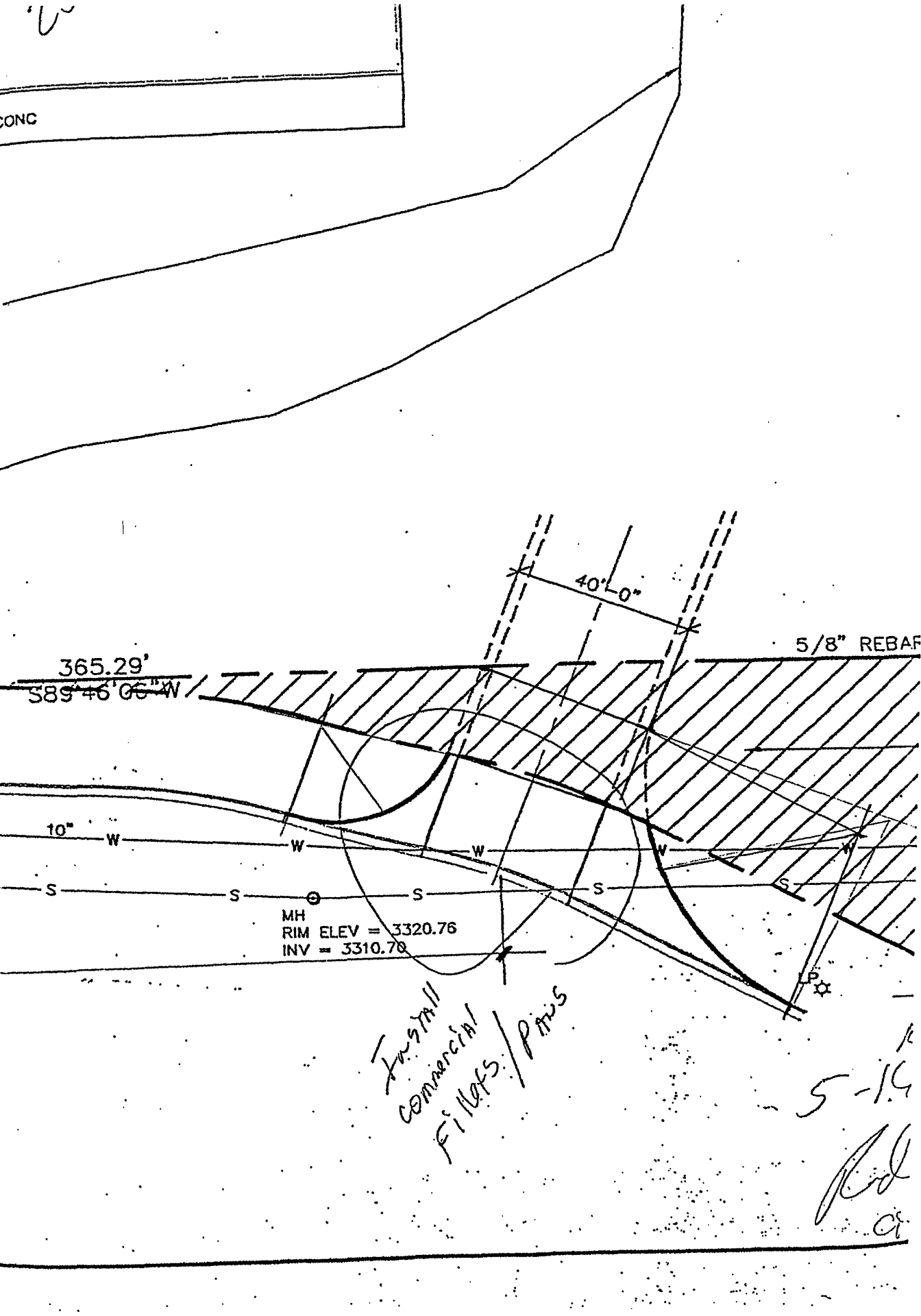
Klare -
Kevin Conway -
390-3689 (m)
Re: mtg w/
McKee 348-0008

341-9999 { 10-10:15
12-12:30 }

Replace 4" H₂O as planned.
Realign sewer as necessary!



CONC



40°-0'

5/8" REBAR

365.29'

389'-46'-06" W

10" W

S

MH
 RIM ELEV = 3320.76
 INV = 3310.70

*Install
 Commercial
 Fillets / Pins*

5-14

[Signature]
 or