

**AGREEMENT**

**No. PW111203-12**

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, hereafter called the “City,” and **THE CHURCH OF GOD OF PROPHECY**, of 1501 Minuteman Drive, Rapid City, South Dakota, 57701, hereafter called “Church.”

Recitals

**WHEREAS**, the Church has previously granted to the City a temporary construction easement over and across the following described real property:

A strip of land ten feet (10') in width over and across Lot Sixteen (16) of Block Thirty-one (31) of the Nowlin and Wood Addition, in the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Two North (T2N), Range Eight East (R8E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota;

and

**WHEREAS**, the Church requests payment in the amount of Five Hundred Dollars (\$500.00) for the temporary construction easement, which said easement was necessary for construction of the LaCrosse Street/East Anamosa Street intersection improvement project (ST02-1189).

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed as follows:

1. The City shall pay to the Church the sum of Five Hundred Dollars (\$500.00) as payment for the temporary construction easement.

2. The City and the Church agree that all issues pertaining to the North LaCrosse Street/East Anamosa Street construction project have been resolved to their satisfaction.

**DATED:** \_\_\_\_\_, 2003.

**DATED:** \_\_\_\_\_, 2003.

**CITY OF RAPID CITY**, a municipal Corporation

**THE CHURCH OF GOD OF PROPHECY:**

By: \_\_\_\_\_  
Jim Shaw, Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
James F. Preston, Finance Officer

(SEAL)

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

**ON THIS DAY**, \_\_\_\_\_, 2003, 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**, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized to do so, executed the foregoing instrument 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

My Commission Expires:

(SEAL)

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

**ON THIS DAY**, \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of **THE CHURCH OF GOD OF PROPHECY**, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing for the purposes therein contained by signing the name of **THE CHURCH OF GOD OF PROPHECY** by himself as \_\_\_\_\_.

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

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

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE