

AGREEMENT

IT IS HEREBY AGREED to Amend the Agreement, dated July 6, 1993, between the State of South Dakota, Department of Transportation, hereinafter referred to as "SDDOT" and the City of Rapid City, South Dakota, hereinafter referred to as the "CITY".

WHEREAS, the CITY desires to purchase the highway right of way in compliance with federal aid requirements on Project P 1669(26), PCEMS 3595, Pennington County, described as: Haines Avenue from Northridge Drive to Viking Drive in the City of Rapid City.

AND, WHEREAS, the SDDOT is responsible to assure right of way acquisition is accomplished pursuant to federal aid requirements in order to receive federal participation in right of way costs and to not jeopardize the use of Federal funds in construction costs:

NOW, THEREFORE, it is agreed as follows:

1. The SDDOT will secure any needed Federal Highway Administration Approval.
2. The SDDOT will furnish the necessary Certificates of Title for the project.
3. The CITY will prepare acquisition documents, including relocation assistance papers.
4. The CITY will contact the owners of the property involved to secure donations, if any, on forms provided by the CITY.
5. If unsuccessful in securing the donations, the CITY will appraise the property needed pursuant to provisions of the policies and procedures of the Right of Way Program, South Dakota Department of Transportation.
6. The CITY will review the appraisals.
7. The CITY will negotiate and acquire the highway right of way and temporary construction easements in the name of the CITY and pursuant to provisions of the policies and procedures of the Right of Way Program, Division of Planning and Engineering, South Dakota Department of Transportation.
8. All relocation assistance will be handled by the CITY.
9. If negotiations are unsuccessful in securing the right of way, the CITY will handle any and all condemnation of any right of way and/or temporary easements. Upon request by

the CITY and approval of the Attorney General, the SDDOT will provide guidance to the CITY for the condemnation.

10. The CITY will be reimbursed for all of the CITY'S expense involving condemnation of the highway right of way including but not limited to CITY appraisal and legal costs.
11. The CITY will furnish the SDDOT a copy of all signed acquisition documents and the CITY will be responsible for filing and recording all documents.
12. The CITY has designated Ted Vore as the authorized representative of the CITY and has empowered him the authority to approve agreements for right of way and easements on behalf of the CITY.
13. The funding for this Project will be under the Urban System Funds with 91.05555% of the project costs being Federal Funds and 8.94445% being State.

The signing of this document signifies that the governmental agencies have taken official action to enter into this agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

APPROVED AS TO FORM:

SOUTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Darin P. Bergquist, Program Manager

CITY OF RAPID CITY

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Auditor