

## AGREEMENT

This agreement is between the South Dakota Department of Transportation, hereinafter referred to as "SDDOT," and the City of Rapid City, South Dakota, hereinafter referred to as the "CITY."

### BACKGROUND:

1. The CITY desires to purchase protective property for the future Sheridan Lake Road right turn lane relative to the SDDOT urban reconstruction project on Jackson Boulevard, in compliance with federal aid requirements on a future project along Sheridan lake Road, Pennington County, City of Rapid City, South Dakota.
2. SDDOT is responsible to assure right of way and property acquisition is accomplished pursuant to federal aid requirements in order to not jeopardize the use of federal funds in construction costs.

NOW, THEREFORE, the parties agree as follows:

1. SDDOT will furnish the necessary certificates of title, plans, plats, and other documents for the acquisition of protective property along Sheridan Lake Road - Parcel 2B, according to the plat attached as Exhibit A, and further described as:

Lot A of Tract 1 of Boulevard Office Park located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 3, Township 1 North, Range 7 East of the B.H.M., Rapid City, Pennington County, South Dakota.

2. In preparation for the CITY to determine advance acquisition options, SDDOT has appraised and performed the appraisal review of the property needed, pursuant to the policies and procedures of the Right of Way Program, South Dakota Department of Transportation.
3. SDDOT will prepare acquisition documents.
4. SDDOT will contact the owners of the property involved to negotiate and acquire Parcel 2B.
5. SDDOT will negotiate and acquire a fee simple interest for the protective property, Parcel 2B, in the name of the CITY pursuant to the policies and procedures of the Right of Way Program, South Dakota Department of Transportation.
6. If negotiations are unsuccessful in securing the property, SDDOT and the CITY agree to discuss other options for acquiring the property.
7. SDDOT will be responsible for filing and recording all documents.
8. The funding for the acquisition of the protective property will be initially provided by SDDOT and the CITY will reimburse SDDOT using the CITY'S STP funds. SDDOT Office

DOT Legal 

of Finance will submit billing for reimbursement of the acquired property. SDDOT understands it may take up to a year for allocation of CITY STP funds.

- 9. The CITY will pay based on the final negotiated price of Parcel 2B. The appraised value, \$135,000, is for land, and improvements, including, but not limited to such items as: pavement, curb and gutter, landscaping, and striping.
- 10. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached hereto as Exhibit B.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

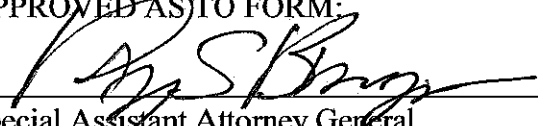
CITY OF RAPID CITY, SOUTH DAKOTA

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Joel W Gengler, Program Manager

ATTEST:  
  
\_\_\_\_\_  
City Finance Officer

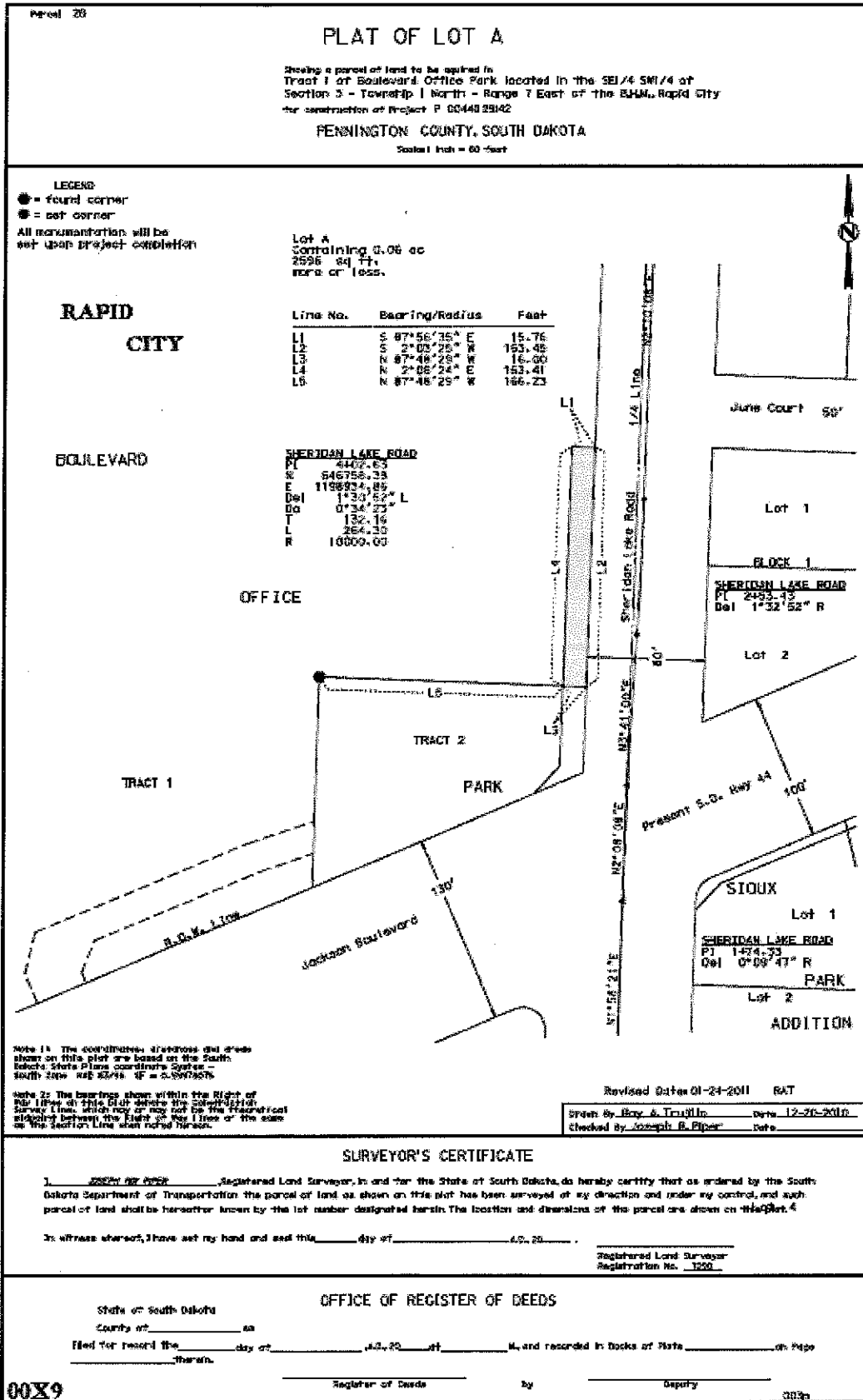
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Special Assistant Attorney General

[CITY SEAL]

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

WEN                      2/7/11  
Attorney                      Date

Exhibit A



DOT Legal *TRB*