

CITY OF RAPID CITY RIGHT-OF-WAY ACQUISITION OFFER AND AGREEMENT

Property Owner: ROGER E DERAAD & LINDA S DAMMEIER DeRaad^{ed}
 Mailing Address: 3715 PONDEROSA TRL
 City RAPID CITY State SD Zip 57702
WONDERLAND DRIVE AREA STREET AND UTILITIES RECONSTRUCTION
 Project Name: - PHASE 1
 Project No. / CIP No.: 20-2609/51070.1 Parcel No.: 58 and 65

Property Owner owns real property, within the scope of the above Project, described as follows:

Property Address: 3715 PONDEROSA TRL, RAPID CITY, SD, 57702-6944

ACQUISITIONS

The City of Rapid City agrees to pay to Property Owner compensation for property interest(s) as follows:

Amount for Temporary Easement(s)

<u>Exhibit A</u>	<u>w/ 10,600</u>	<u>sq. ft. at</u>	<u>\$ 0.05</u>	<u>per sq. ft.</u>	<u>= \$</u>	<u>530.00</u>
<u>Choose an item.</u>	<u>w/</u>	<u>sq. ft. at</u>	<u>\$</u>	<u>per sq. ft.</u>	<u>= \$</u>	<u></u>

Amount for Permanent Easement(s)/H-Lot

<u>Lot 2A Revised of Lot 2</u>	<u>w/ 12,743</u>	<u>sq. ft. at</u>	<u>\$ 4.43</u>	<u>per sq. ft.</u>	<u>= \$</u>	<u>56,451</u>
<u>Choose an item.</u>	<u>w/</u>	<u>sq. ft. at</u>	<u>\$</u>	<u>per sq. ft.</u>	<u>= \$</u>	<u></u>
<u>Choose an item.</u>	<u>w/</u>	<u>sq. ft. at</u>	<u>\$</u>	<u>per sq. ft.</u>	<u>= \$</u>	<u></u>

Other Direct Compensation

<u>Cost for Reconstruction of the Shed</u>	<u>= \$</u>	<u>28,807</u>
SUBTOTAL:	\$	85,788.00
ROUNDED TOTAL COMPENSATION:	\$	85,788.00

Miscellaneous Terms:

The city will purchase a portion of Lot 2 of Block 3 of Grandview Tract for drainage purposes. The Owner will grant a permanent drainage easement on a portion of Tract A Revised of Lot 3 of Block 3 of Grandview Tract Addition.

Irrigation System Repair/Replacement

All repair or replacement of irrigation systems within the public right-of-way and on private property shall be per the construction plan notes.

Information in regard to how your property was valued, how it is to be acquired, and your various rights are available to you upon request. The Agent will explain the procedures used and answer any questions you may have in connection with this real estate transaction.

PROPERTY OWNER ACKNOWLEDGES THAT THE PROPERTY HAS NOT BEEN APPRAISED, AND ANY RIGHT TO AN APPRAISAL, AS MAY BE APPLICABLE, IS HEREBY WAIVED.

SALVAGE TO BE RETAINED BY LANDOWNER

(Compensation to be withheld until all salvage removed.)

If you wish to retain, for its salvage value, any buildings, improvements or fixtures, which are considered to be a part of the real property, you may do so provided any such improvements are removed from the property and related easement areas by the ____ day of _____, 20___. Salvage items are listed below. No payment will be made until all salvage is removed at the Owner's expense. If salvage is not removed by the above date, all costs of removal shall be subtracted from the Rounded Total Compensation payable to Owner.

N.A.

TERMS & CONDITIONS

The parties hereto agree as follows:

1. Property Owner agrees to execute and deliver such instruments or documents as shall be necessary to effectuate the purposes contemplated by this Agreement.
2. Property Owner warrants that s/he has the ability to grant to the City the interest in the Property as contemplated herein.
3. This Offer and Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof.
4. The parties agree the total payment for all property interests by the City of Rapid City for the above named project is the Rounded Total Compensation listed above and there will be no additional compensation.
5. Property Owner agrees to provide an IRS Form W-9 prior to payment by the City.
6. City agrees that all work shall be completed in a workmanlike manner.
7. City agrees to direct and require its contractor to maintain reasonable access to the property.
8. Following construction, the disturbed property shall be restored in at a least as good a condition as it was found.
9. City agrees to comply with all applicable statutes, ordinances, rules and regulations.
10. If your property is not currently connected to City water or sewer, a connection to the City's water or sewer system may be subject to City Construction Fees (connection fees) as established by resolution. Redevelopment of the property or further subdivisions of the property are also subject to City Construction Fees, Ordinances and Standard Specifications & Design Criteria as applicable.
11. Recording fees for legal documents contemplated herein shall be paid by the City.
12. This agreement shall be binding in all respects upon and shall inure to the benefit of the City and Property Owner and their respective successors and assigns.
13. This agreement shall be construed as if drafted jointly by the parties, and no presumption or burden shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.
14. The agreement shall be interpreted under the laws of the State of South Dakota and any litigation under this agreement shall be resolved in the Circuit Court of Pennington County, South Dakota.

RECEIPT OF OFFER

The Offer documented above was delivered by the Agent of the City of Rapid City as shown below. SIGNATURE BY THE OWNER DOES NOT BIND NOR REQUIRE THE OWNER TO ACCEPT THE COMPENSATION SHOWN. It only indicates the information contained herein was received.

I certify that on this 26 day of February, 2024, a copy of this Offer was delivered to me by the undersigned Agent.

[Signature]
Owner

Linda DeRaad
Owner

[Signature]
Agent of the City of Rapid City

OR

I certify that on this _____ day of _____, 20____, a copy of this Offer was delivered by me to the above named Owner(s) and that (s)he refused to sign this Offer.

Agent of the City of Rapid City

WAIVER OF PAYMENT

Property Owner agrees to donate the described property interests for the above-referenced project to the City of Rapid City and acknowledges there will be no compensation or other consideration.

Owner Date

Owner Date

OR

ACCEPTANCE OF OFFER AND AGREEMENT

I/We have reviewed the compensation offered above and exhibit(s) presented. I/WE HEREBY AGREE TO THE ROUNDED TOTAL COMPENSATION OFFERED AND THE TERMS ABOVE.

[Signature] 02-26-2024
Owner Date

Linda DeRaad 2/26/24
Owner Date

APPROVAL OF PAYMENT

Payment pursuant to the foregoing offer and associated terms and conditions is hereby approved. Payment shall be made for acquisitions within 45 days of receipt of executed legal documents.

Mayor Date

Finance Officer