

LF111616-11  
COM  
245  
12/5/16  
TID 78  
(Tracy's office)

CONTRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

THROUGH PRIVATE DEVELOPER

TAX INCREMENT DISTRICT NUMBER SEVENTY-EIGHT

Between

YASMEEN DREAM, LLC

&

THE CITY OF RAPID CITY, SOUTH DAKOTA

THIS AGREEMENT, is made and entered into by and between Yasmeen Dream, LLC, a South Dakota limited liability company, located at 528 Kansas City Street, Suite #4, Rapid City SD 57701, ("Developer"), and the City of Rapid City, a municipal corporation and political subdivision of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701 ("City").

### RECITALS

WHEREAS, on October 3, 2016, the City approved a resolution creating Tax Increment District Number Seventy-Eight pursuant to Chapter 11-9 of the South Dakota Codified Laws; and

WHEREAS, on October 3, 2016, the City also adopted by resolution a Project Plan for Tax Increment District Number Seventy-Eight which identifies expenditures for public improvements that qualify as project costs pursuant to SDCL 11-9-14 and SDCL 11-9-15; and

WHEREAS, pursuant to SDCL 11-9-2(5), the City is empowered to enter into contracts or agreements necessary and convenient to implement the provisions and effectuate the purposes of the Project Plan; and

WHEREAS, the purpose of this Agreement is to establish the conditions under which the Developer can be reimbursed from the proceeds of the tax increment district for the cost of the public improvements identified in the approved Project Plan; and

WHEREAS, this Agreement further establishes the procedures by which the Developer may assign its right to any proceeds from the district in order to secure private financing for the cost of the public improvements contained in the Project Plan.

NOW THEREFORE, the parties hereby agree as follows:

**Section 1. Project Costs.** The estimated project costs for which the Developer can be reimbursed from Tax Increment District Number Seventy-Eight, as set forth in the approved Project Plan, are as follows:

TOTAL ESTIMATED PROJECT COSTS TO BE PAID BY THE DEVELOPER:

**Unnamed Tributary Channel Construction<sup>1</sup>**

Construction Costs	\$ 929,182.70
Professional Fees	\$ 200,580.59
Contingency Costs	\$ 64,534.35

**Traffic Signal Construction**

Construction Costs	\$ 300,000.00
Professional Fees	\$ 30,000.00
Contingency Costs	\$ 30,000.00

Financing Costs:

Financing Interest	\$ 682,714.41
--------------------	---------------

---

<b>Total Reimbursable Costs</b>	<b>\$ 2,237,012.05</b>
---------------------------------	------------------------

Imputed Administrative Costs\*

City of Rapid City	\$ 20,000.00
--------------------	--------------

\*The imputed administrative costs are interest-free and are not included in the total project costs. The administrative costs will be paid from the balance remaining in the Tax Increment District #78 Fund available to the City Finance Officer beginning on October 3, 2021. The Finance Officer may withdraw monies from the fund until such time as this fee is paid in full.

Developer may request a revision of the Project Plan to reallocate the project costs without increasing the total project costs of \$2,237,012.05 once the improvements are complete and accepted by the City. However, the parties agree that the City is not obligated to revise the Project Plan if Developer seeks a revision, and Developer understands that City does not guarantee that it will approve any revision if requested. Developer agrees not to seek an amendment to the Project Plan that would reestablish the base value of the property as set forth in Section 3, pursuant to SDCL 11-9-23.

The parties agree that any improvements made outside of the boundaries of Tax Increment District Seventy-Eight are not reimbursable from the Tax Increment District Seventy-Eight Fund, and Developer agrees that it will not seek reimbursement from City for any such improvements made outside of the district.

---

<sup>1</sup> City and Developer have entered into an *Agreement Between the City of Rapid City and Yasmeeen Dream, LLC for Oversize Stormwater Drainage Channel Improvements*, whereby the City will reimburse Developer for oversize costs for the drainage channel not to exceed \$361,504.30 for channel reconstruction costs and \$28,920.34 for design costs. These City costs are also Project Costs within Tax Increment District Seventy-Eight Project Plan and will be reimbursed to the City from the Fund once Developer has received payment in full for its certified Project Costs, pursuant to Section 5.

**Section 2. Construction of Improvements.** Developer is responsible for all costs to design and construct the improvements in Section 1 of this Agreement as well as all costs to obtain necessary permits and federal approvals for the improvements. Developer agrees to construct the improvements described in Section 1. The Developer acknowledges that these improvements must be completed and accepted by the City no later than October 3, 2021 in order to be eligible for reimbursement under this Agreement.

The parties agree that the Project Costs in Section 1 include a traffic signal at Highway 44 and Elderberry Boulevard. Developer agrees to install the traffic signal in accordance with Section 91 of the Standard Specifications for Public Works Construction and with all pertinent criteria and specifications. The Developer acknowledges that the required traffic signal warrants are a direct result of anticipated development as presented within its TIF application. The parties agree that the Developer is responsible for ensuring that the development occurs as presented within the timeframe presented within Developer's TIF application, and that Developer's development will create the need for the traffic signal at SD Highway 44 and Elderberry Boulevard. The parties agree that if the Developer is unsuccessful in implementing the anticipated development targets as submitted within the TIF application and the development does not meet the required signal warrants within five years of creating Tax Increment District Seventy-Eight, the Developer shall be responsible for all costs associated with purchasing and installing the signal when the signal warrants are met.

The parties agree that the Project Costs in Section 1 include improvements to the Unnamed Tributary Drainage Channel, *see Exhibit 1, KTM Cost Estimate dated October 25, 2016*. Specifically, that improvement will realign a portion of the channel and reconstruct approximately 3,900 feet of Element #8, a 900 foot wide grass-lined channel. This reconstruction includes two future street crossings with box culverts, utility connections, a twelve-foot-wide maintenance access road approximately 3,900 feet in length, and the reconstruction of approximately 1,600 feet of a private access drive crossing the channel. The reconstruction shall comply with the plans for the Unnamed Tributary – Element 8 Drainage Channel Improvements, KTM Job Number 12-0654.2 dated October 3, 2016 as approved by the City's Project Engineering Manager, as those plans are altered or amended with the approval of the parties. The reimbursable Project Costs include improvements to property conveyed to Developer subject to a life estate.

The parties acknowledge that pursuant to an *Agreement Between the City of Rapid City and Yasmeeen Dream, LLC for Oversize Stormwater Drainage Channel Improvements* ("Oversize Agreement"), the City has agreed to reimburse Developer a maximum of \$28,920 for design of the Unnamed Tributary Drainage Basin Design Plan Element #8 and a maximum of \$433,805 for the oversize portion of the Unnamed Tributary Drainage Basin Element #8. Developer agrees that it will not request or receive any reimbursement from the Tax Increment Seventy-Eight Fund for construction or design costs that are covered by and reimbursed by the City under the Oversize Agreement.

Developer acknowledges that since receiving the property in 2013, it has incurred professional fees for several designs of the Unnamed Tributary Channel. The parties agree that the professional fees reimbursable from the Tax Increment Seventy-Eight Fund for the channel shall include only professional fees expended for the current working design of the Unnamed Tributary Channel Construction as discussed in Section 1, necessary studies including preliminary designs, layouts and surveys, and calculations required to appropriately size and locate the channel and comply with Corp and FEMA requirements of the CLOMR, and professional fees incurred in the future. Professional fees shall not include Developer costs, including layouts and surveys, for future platting.

The parties acknowledge that the *Agreement Between the City of Rapid City and Yasmeeen Dream 2, LLC, to exchange the Wally Byam Site for Land Adjacent to the Rapid City Regional Airport* ("Exchange Agreement") executed in 2013 provides that Developer will dedicate to the City all areas of the transferred property that are within the 100 year flood plain. The parties agree that the Project Costs under Section 1 include a maximum of \$10,000 for easements that are required for the channel improvements from the life estate to the Developer or to the City. Developer may not seek reimbursement for any easements dedicated by it, or dedicated by a successor in interest, to the City as part of the improvements described in Section 1.

The parties also acknowledge that once the improvements to the Unnamed Tributary Channel are complete, Developer will seek a Letter of Map Revision (LOMR) for the channel from FEMA, and that the LOMR is needed before the City can accept the improvements to the channel. City agrees to cooperate in a timely manner with requests for review of LOMR and associated materials and agrees to timely provide all information and documentation required from the City as part of the LOMR process. Accordingly, the parties agree that Developer may certify its costs pursuant to Section 6 only after the improvements are complete, the LOMR for the Unnamed Drainage Channel is received from FEMA, the City accepts the improvements, and Developer dedicates the improvements and all areas within the 100 year flood plain to the City in accordance with the Exchange Agreement and any pertinent City standards and specifications.

The parties acknowledge that the City will reimburse the Developer from the tax increment funds upon the Developer certifying to the Finance Office the amounts actually paid for these improvements in accordance with Section 6. Developer may submit for reimbursement all costs at one time, or if the Traffic Signal is not warranted within five years of creation of Tax Increment District Seventy-Eight, then Developer may submit costs for the Unnamed Tributary Channel Construction only. The parties agree that no reimbursement will exceed the specific costs listed in the Project Plan and in Section 1 of this Agreement without the consent of the parties.

**Section 3. Base Value.** The base value of the property located in Tax Increment District Number Seventy-Eight has been certified by the South Dakota Department of Revenue as Six Million Three Hundred Ten Thousand Four Hundred Dollars (\$6,310,400).

**Section 4. Private Financing.** The Developer may secure private financing to fund the improvements contemplated in the approved Tax Increment District Number Seventy-Eight Project Plan. The City will only reimburse the Developer for the amount of interest actually paid to a financial institution providing funding for the public improvements contained in the Project Plan. If the Developer obtains private financing, the interest rate shall not exceed seven percent (7%) per annum during the life of the loan. At no time shall the actual interest paid exceed the maximum amount of financing interest identified in Section 1 of this agreement and the Project Plan.

Developer agrees to invite the Finance Officer to meet with Developer's financing institution to discuss the terms of the financing and to permit her to seek relevant information regarding the loan terms and conditions. The Developer will provide to the City Finance Office a Tax Increment Financing proposal from a prospective lender of its choosing which addressed these loan terms and conditions:

1. Fixed or variable interest rate, if variable state frequency of pricing adjustments
2. Interest rate index
3. Interest rate spread over/under index, if any
4. Loan term
5. Collateral
6. Guaranty requirements from the developer
7. All identity of interests between developer and lender

The City Finance Officer will review and analyze the proposed financing terms in order to determine that the terms are reasonable and competitive with financing available in this area. If the Finance Officer finds that the financing terms are acceptable, he/she may approve the rate to be reimbursed under this Agreement. The Finance Officer's approval will not be unreasonable withheld. If the Finance Officer rejects the proposed financing, the Developer may appeal the Finance Officer's decision to the City Council. If the interest rate is renegotiated or otherwise changes, Developer agrees to solicit competitive interest rates from three or more lenders, which will be submitted to the City Finance Officer no later than the time of certification of costs as discussed in Section 5.

Prior to approval of any request for refinancing, the Developer agrees to submit the information listed above for the Finance Officer's review and recommendation to the City Council. The City further reserves the right to require the refinancing of any existing tax increment finance loan utilizing whatever means the City decides most beneficial to the taxpayers, including the issuance of revenue or other bonds, at any time during the term of this Agreement. This shall include the City's right to require the Developer to assign and/or reassign the Tax Increment Finance loan to the City or any other entity designated by the City. If the City chooses to finance or refinance the Tax Increment Finance loan the City will be eligible for reimbursement from the Tax Increment District Seventy-Eight fund of any project or financing costs it actually incurs.

**Section 5. Certification.** Developer shall complete the improvements described in the approved Project Plan and consistent with the costs in Section 1. Upon completion and City acceptance of the improvements the Developer shall certify to the City Finance Officer that such improvements have been completed and shall certify the amount of money disbursed therefore. The Developer shall provide sufficient documentation to certify that the terms of Section 9 of this Agreement are complied with. The City shall have the right to require reasonable documentation to establish that the amounts set forth in the Tax Increment District Number Seventy-Eight Project Plan have, in fact, been disbursed for the costs contemplated in the Project Plan, that state bid law has been complied with, and that the provisions in this Agreement have been met. To assist with certification of costs, the parties agree that the Unnamed Tributary Channel Construction and the Traffic Signal Construction, as designated in Section 1 and identified in the Project Plan, shall be stand alone projects for bidding purposes and for record keeping of costs for design, construction, and construction administration. Professional services invoices submitted for certification shall sufficiently describe the professional activity. If an invoice references any design, layout, survey, or similar drawings, the referenced item shall be provided as an attachment to the invoice. Submission of the final costs certification shall be made to the Finance Office no later than 120 days after acceptance of the final project and receipt of warranty surety.

**Section 6. Fund.** All positive tax increment payments for Tax Increment District Number Seventy-Eight received within ten (10) years of creation of the District shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Seventy-Eight Fund" ("Fund"). Subject to Sections 2, 5, 8 and 9 of this Agreement and the limitation that at no time shall the cumulative total of payments made to Developer from the Fund exceed the lesser of the total amount of disbursements certified pursuant to Section 5 of this Agreement or the total of the estimated project costs set forth in Section 1 of this Agreement and the Tax Increment District Number Seventy-Eight Project Plan as well as any other limitations contained herein, the City shall, generally within thirty (30) days after the receipt of each tax increment payment from the Treasurer of Pennington County, disburse the total amount in the Fund to the Developer or its designee. The parties agree that this 30-day timeframe will not apply to the first payment after certification pursuant to Section 5, as such payment is approved by the Common Council through its approval process.

The parties acknowledge that Tax Increment District Seventy-Eight Project Plan includes City Capital Costs in the amount of \$593,631.85 for the City's obligations pursuant to an *Agreement Between the City of Rapid City and Yasmineen Dream, LLC for Oversize Stormwater Drainage Channel Improvements* and finance costs on that amount. The parties agree that the City will reimburse itself out of the Fund for these Project Costs only after Developer has received full payment for its costs as set forth in Section 1 of this Agreement and the Tax Increment District Number Seventy-Eight Project Plan.

**Section 7. Assignment.** It is contemplated by the parties that the Developer may assign its interest under this Agreement as security for the note or loan agreement, or other financing described in Section 4 hereof. It is understood and agreed, by and between the

parties, that any such assignment shall be in writing and that if the City shall make disbursement pursuant to such assignment that it shall, to the extent of such disbursement, relieve the City of the obligations to make such disbursement to Developer. Any assignee shall agree to be bound by the terms and conditions contained in this Agreement. The City shall have the right to refuse any subsequent assignment if it will result in an increase in the amount of interest being paid to a financial institution, even if the interest rate being charged by the new lender otherwise comply with the terms of Section 4.

**Section 8. Limited Obligation to Pay.** It is specifically a condition of this Agreement and a condition of the City's obligation to pay, that all sums payable shall be limited to the positive tax increment from Tax Increment District Number Seventy-Eight receipted into the "Fund" specified in Section 6 hereof. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated herein by reference. It is also specifically agreed that the City has made no representation that the proceeds from such fund shall be sufficient to retire the indebtedness incurred by Developer under Sections 4 and 7 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments to the Fund created by Section 6 hereof and that the Tax Increment District Number Seventy-Eight Project Plan further limits the Fund's collection to 10 years. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

**Section 9. Compliance with Bid Laws.** Selection of contractors for the construction of the public improvements described in Section 1 shall comply with all provisions of South Dakota law regarding the expenditure of public funds contained in Chapters 5-18A through 5-18D of South Dakota Codified Laws. The Developer shall provide City with documentation demonstrating that it has complied with Chapters 5-18A through 5-18D.

**Section 10. Indemnification and Hold Harmless.** Developer agrees to defend, indemnify and hold harmless the City from obligations or liability, including reasonable attorney's fees, arising out of this Agreement or the construction of the improvements contemplated by the Tax Increment District Seventy-Eight Project Plan, other than the negligent acts of the City. The Developer shall maintain a policy of liability insurance, acceptable to the City, with liability limits of at least one million dollars (\$1,000,000.00) that names the City as an additional insured. Such a policy shall remain in effect until the City accepts the improvements. The certificates of insurance shall be submitted at the time of the execution of this Agreement.

**Section 11. Overlapping TIF Districts.** It is understood by the parties that the boundaries of Tax Increment District Seventy-Eight may overlap the boundaries of other tax increment districts. Any increments generated from areas within overlapping districts will be used to pay for the improvements in the districts based on the chronological order in which the districts were created. Only after the disbursements required of the City in the project plans or developer's agreements for any previously-created districts have been



satisfied will the City have a duty to disburse funds under this Agreement which were generated in areas that are part of previously-created overlapping districts.

**Section 12. Acceptance of Public Improvements.** The Developer agrees that the improvements under Section 1 will be dedicated to the City once they are constructed. The process for final acceptance of the improvements by the City will follow Section 7.65 of the Standard Specifications for Public Works Contracts, hereby incorporated into this Agreement. Developer agrees to warrant the improvements for two years after acceptance, in accordance with Section 7.65. Developer also agrees to provide a warranty bond or other equivalent surety in an amount equal to ten percent (10%) of the total cost of the project/improvement for a period of two years, in a manner and form approved by the City. If any easements are necessary for the City to access or maintain the improvements dedicated to the City, the Developer agrees to dedicate all necessary easements for the City across Developer's property at no cost to the City.

**Section 13. Tax Abatement Waiver.** Developer agrees that it will not seek any tax abatement for its property within the boundaries of Tax Increment District Seventy-Eight.

**Section 14. Liens.** Developer agrees to promptly satisfy or bond over any and all mechanic's liens or material man's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment. Mechanic lien waivers and materialman lien waivers shall be submitted as part of the certification as provided in Section 5.

**Section 15. Consideration.** The parties acknowledge that the public improvements contemplated in Section 1 of this Agreement could not feasibly be constructed without the creation of this tax increment district and the use of private financing being secured by the Developer. Accordingly, the mutual covenants and obligations hereunder shall constitute good and sufficient consideration for the execution and performance of this Agreement.

**Section 16. Entire Agreement.** This document, along with the Project Plan for Tax Increment District Seventy-Eight, the *Agreement Between the City of Rapid City and Yasmeen Dream, LLC for Oversize Stormwater Drainage Channel Improvements*, and the *Agreement Between the City of Rapid City and Yasmeen Dream 2, LLC, to exchange the Wally Byam Site for Land Adjacent to the Rapid City Regional Airport*, constitute the entire agreement of the parties with respect to the payment of funds from Tax Increment District Seventy-Eight. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or are intentionally omitted. This Agreement may only be amended or modified in writing by mutual agreement of the parties.

**Section 17. Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto and shall not be enforceable by, or create any claim of right or right of action, in favor of any other party. Except as allowed under Sections 4 and 7

of this Agreement, the rights and obligations of the parties hereunder shall not be assigned or transferred by either party without the express written consent of the other. Subject to that restriction, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**Section 18. Waiver.** Failure of a party to insist upon adherence to any term of this Agreement on any occasion shall not be considered a waiver, or deprive that party of the right thereafter to insist upon adherence to that term, or any other term of this Agreement.


**Section 19. Severance.** If one or more provisions of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this Agreement if they can be given effect without the invalid section(s) or provisions.

**Section 20. Agreement Prepared Jointly.** This Agreement shall be deemed to be prepared jointly by the parties hereto and neither shall be deemed to be its sole author. In the event of any claim of ambiguity, no provision shall thereby be construed against either party.

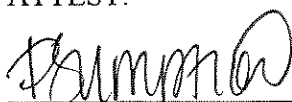
**Section 21. Choice of Laws and Venue.** This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. The Circuit Court of Pennington County shall be the sole venue for any disputes arising under this agreement.

Dated this 7 day of Dec, 2016.

CITY OF RAPID CITY

  
Steve Allender, Mayor

ATTEST:



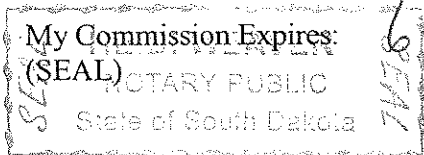
Finance Officer  
(SEAL)

State of South Dakota       )  
  ss.  
County of Pennington       )

On this the 7 day of Dec, 2016, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, 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 duly authorized to do so, executed the foregoing instrument for the purposes herein 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.



Hani Shafai  
Notary Public, South Dakota

Dated this 21<sup>st</sup> day of December, 2016.

YASMEEN DREAM, LLC

By: Hani Shafai  
Its: Managing Member

State of South Dakota )  
ss.  
County of Pennington )

On this the 21<sup>st</sup> day of December, 2016, before me, the undersigned officer personally appeared Hani Shafai, who acknowledged himself to be the Managing Member of Yasmeen Dream, LLC, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

Shayinda Padum  
Notary Public, South Dakota

My Commission Expires: 07/17/2018  
(SEAL)



Project Name: Orchard Meadows - Element 8

Project Number: 12-0654.2

Owner: Yasmeen Dream, LLC.

Date: October 25, 2016

Completed By/Reviewed By: MT/KT

ITEM NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT COST	EXTENDED COST
<b>GENERAL</b>					
100	MOBILIZATION	LS	1.0	\$ 39,222.00	\$ 39,222.00
101	INCIDENTAL WORK	LS	1.0	\$ 35,000.00	\$ 35,000.00
102	CONSTRUCTION STAKING	LS	1.0	\$ 13,000.00	\$ 13,000.00
103	TRAFFIC CONTROL	LS	1.0	\$ 1,300.00	\$ 1,300.00
104	MATERIAL TESTING	LS	1.0	\$ 12,000.00	\$ 12,000.00
<b>REMOVALS</b>					
200	CLEARING AND GRUBBING	LS	1.0	\$ 10,000.00	\$ 10,000.00
201	REMOVE STORM SEWER PIPE	LF	183.0	\$ 5.00	\$ 915.00
202	REMOVE AND RESET FENCE	LF	7,236.0	\$ 5.00	\$ 36,180.00
<b>EXCAVATION</b>					
300	UNCLASSIFIED EXCAVATION	CY	79,708.0	\$ 2.50	\$ 199,270.00
301	TOPSOIL, SALVAGE (GRADING)	CY	30,104.0	\$ 2.50	\$ 75,260.00
302	TOPSOIL, SALVAGE (EXISTING WETLANDS)	CY	4,573.0	\$ 5.00	\$ 22,865.00
303	TOPSOIL, PLACE SALVAGED (GRADING)	CY	30,102.0	\$ 4.00	\$ 120,408.00
304	TOPSOIL, PLACE (PROPOSED WETLANDS)	CY	4,573.0	\$ 5.00	\$ 22,865.00
305	SEEDING, NON IRRIGATED MIX	AC	37.31	\$ 1,200.00	\$ 44,772.00
306	SEEDING, WETLAND MIX (CHANNEL)	AC	5.67	\$ 2,400.00	\$ 13,608.00
307	PIPELINE ENCASEMENT	LF	112.0	\$ 55.00	\$ 6,160.00
<b>DRAINAGE</b>					
400	36" CLASS II RCP (INVERTED SIPHON)	LF	168.0	\$ 90.00	\$ 15,120.00
401	36" CLASS III RCP	LF	192.0	\$ 98.00	\$ 18,816.00
402	36" RCP FLARED END SECTION	EA	6.0	\$ 1,290.00	\$ 7,740.00
403	7' X 3' PRECAST DOUBLE BOX CULVERT	LF	384.0	\$ 825.00	\$ 316,800.00
404	7' X 3' PRECAST SLOPED END SECTION	EA	8.0	\$ 9,600.00	\$ 76,800.00
405	36" BENDS (22.5°) FOR INVERTED SYPHON	EA	2.0	\$ 1,500.00	\$ 3,000.00
406	AGGREGATE BASE COURSE, BOX CULVERT	T	1,305.0	\$ 23.00	\$ 30,015.00
407	4" PCC SLABS	SF	456.0	\$ 5.00	\$ 2,280.00
408	INSULATION	SF	228.0	\$ 4.00	\$ 912.00
409	GABION STRUCTURES	CY	65.0	\$ 175.00	\$ 11,375.00
<b>MISCELLANEOUS UTILITIES</b>					
500	12" PVC WATER MAIN	LF	60.0	\$ 70.00	\$ 4,200.00
501	10" PVC SEWER MAIN (6' - 8')	LF	60.0	\$ 38.00	\$ 2,280.00
502	10" PVC UTILITY (8' - 10')	LF	120.0	\$ 38.00	\$ 4,560.00
503	6" PVC UTILITY (8' - 10')	LF	240.0	\$ 35.00	\$ 8,400.00
504	12" PVC CAP	EA	2.0	\$ 240.00	\$ 480.00
505	10" PVC CAP	EA	6.0	\$ 220.00	\$ 1,320.00
506	6" PVC CAP	EA	8.0	\$ 195.00	\$ 1,560.00
<b>ACCESS ROAD IMPROVEMENTS</b>					
600	1" GRAVEL SURFACING, PERMANENT	T	2,415.0	\$ 23.00	\$ 55,545.00
<b>EROSION AND SEDIMENT CONTROL ITEMS</b>					
700	CLASS II RIPRAP WITH FILTER FABRIC	CY	510.0	\$ 65.00	\$ 33,150.00
701	CLASS III RIPRAP WITH FILTER FABRIC	CY	236.0	\$ 70.00	\$ 16,520.00
702	GRAVELED FILTER SOCKS	LF	40.0	\$ 6.10	\$ 244.00
703	VEHICLE TRACKING CONTROL	EA	3.0	\$ 1,500.00	\$ 4,500.00
704	EROSION CONTROL WATTLES	LF	1,680.0	\$ 5.50	\$ 9,240.00
705	INLET PROTECT	EA	4.0	\$ 125.00	\$ 500.00
706	EROSION AND SEDIMENT CONTROL	LS	1.0	\$ 15,755.00	\$ 15,755.00
<b>SUBTOTAL</b>					<b>\$ 1,293,937.00</b>
5.00%				<b>CONTINGENCY</b>	<b>\$ 64,696.85</b>
<b>TOTAL</b>					<b>\$ 1,358,633.85</b>

DEVELOPERS COSTS

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND YASMEEN DREAM, LLC  
FOR OVERSIZE STORMWATER DRAINAGE CHANNEL IMPROVEMENTS**

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street, Rapid City, SD 57701, hereinafter referred to as the "City," and YASMEEN DREAM, LLC, a South Dakota limited liability company, of 528 Kansas City Street, Rapid City, SD 57701, hereinafter referred to as the "Developer."

WHEREAS, the Developer desires to construct a regional drainage channel as recommended within the Unnamed Tributary Drainage Basin Design Plan to convey regional drainage through the Developer's Orchard Meadows project, located in Section 9, T1N, R8E, and generally in the southeast quadrant of the intersection of Elk Vale Road and Highway 44, in Rapid City, South Dakota,

WHEREAS, the Developer's property is located within the City of Rapid City; and

WHEREAS, the City and the Developer agree to construct a regional stormwater drainage channel, to convey a flow rate of regional runoff as determined by the Unnamed Tributary Drainage Basin through the Developer's Orchard Meadows development site.

WHEREAS, it is in the City's interest to have the Developer construct Element #8 of the Unnamed Tributary Drainage Basin Design Plan; and

WHEREAS, the Developer has submitted cost estimates to oversize the Stormwater drainage channel and City staff has reviewed and concurs with the costs, and

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

1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. The City shall reimburse the Developer a maximum of \$433,805 for construction of Unnamed Tributary Drainage Basin Element #8 oversize. This maximum dollar amount is based upon lengths, quantities and costs provided in Exhibit A attached hereto and incorporated herein by this reference. If actual lengths, quantities, and costs are less than specified in Exhibit A, the amount of reimbursement shall be adjusted accordingly. The contingency amount from Exhibit A shall be used only for the construction line items listed in Exhibit A. The Developer shall provide certified costs.

In addition to the reimbursement for construction, the City shall reimburse the Developer a maximum of \$28,920 for the design of Unnamed Tributary Drainage Basin Design Plan Element #8 oversize. In no event shall total reimbursement exceed \$462,726.

3. The Developer shall submit plans to the Federal Emergency Management Agency (FEMA) requesting a Conditional Letter of Map Revision (CLOMR). Once the CLOMR is obtained, the Developer shall submit plans to the City for construction approval and agree to construct the Unnamed Tributary Drainage Basin Design Plan Element #8 in accordance with approved plans.

4. Prior to project acceptance by the City, a warranty bond, or other equivalent surety, in an amount equivalent to ten percent (10%) of the total cost for construction of Unnamed Tributary Drainage Basin Design Plan Element #8 project/improvement shall be provided to the City to secure the warranty for a period of two years. The surety shall be in a form acceptable to the City Attorney. In lieu of the Developer providing the warranty surety, the City will accept warranty surety from the Developer's Contractor in favor of the City.

5. The City shall make the first payment in the amount equal to fifty percent (50%) of the total verified reimbursable cost to the Developer within 45 calendar days of the project being completed, tested, as-builts submitted, costs verified, Letter of Map Revision (LOMR) received and project acceptance. Acceptance will be documented by issuance of an acceptance letter from the City. The parties agree that due to funding constraints, the first payment shall be made no sooner than January 1, 2016. The remaining fifty percent (50%) of the verified reimbursable cost shall be paid by the City to the Developer no sooner than January 1, 2017. Payment in full shall be made by the City to the Developer if the conditions for the first payment are met after January 1, 2017.

6. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

7. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of Pennington County, South Dakota.

8. The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

YASMEEN DREAM, LLC

By *Shonisha*

Its *managing member*

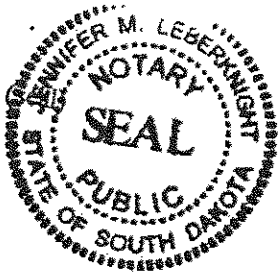
STATE OF SOUTH DAKOTA )

)ss.

COUNTY OF PENNINGTON )

On this 6<sup>th</sup> day of August, 2014, before me, the undersigned officer, personally appeared personally, who acknowledged him/herself to be the managing member of YASMEEN DREAM, LLC, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of YASMEEN DREAM, LLC.

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



Jennifer M. Leberknight  
Notary Public, South Dakota  
My Commission Expires: 7/21/20

CITY OF RAPID CITY

Sam Koiker  
Mayor

ATTEST:

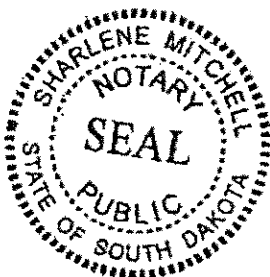
Tracy Davis  
Finance Officer  
Rapid City  
(seal)

STATE OF SOUTH DAKOTA )  
COUNTY OF PENNINGTON ) ss.

On this 14 day of August, 2014, before me, the undersigned officer, personally appeared Sam Koiker and Pauline Sampton, 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 agreement 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.

(seal)



Sharlene Mitchell  
Notary Public, South Dakota  
My Commission Expires: 7-19-19

EXHIBIT A - UNNAMED TRIBUTARY DRAINAGE BASIN  
CONVEYANCE #8 ENGINEERS ESTIMATE

PROJECT: ORCHARD MEADOWS  
DDI PROJECT NO. 12-0654  
DATE: 6/17/2014

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	DEVELOPER	CITY OF RAPID CITY
STORM DRAINAGE CHANNEL							
7'X3' DOUBLE BOX CULVERT		LF	225	\$ 1,500.00	\$337,500.00	\$337,500.00	
TYPE II RIP RAP W/ FILTER FABRIC		TON	150	\$ 66.88	\$10,047.00	\$10,047.00	
IRRIGATION DITCH CROSSING							
36" CIRCULAR RCP CLASS II		LF	208	\$ 145.00	\$29,870.00		\$29,870.00
36" CIRCULAR RCP FLARED END SECTION		EA	2	\$ 1,500.00	\$3,000.00		\$3,000.00
36" CIRCULAR RCP BENDS		EA	2	\$ 2,400.00	\$4,800.00		\$4,800.00
TYPE II RIP RAP W/ FILTER FABRIC		TON	185	\$ 66.88	\$12,391.30		\$12,391.30
PERMANENT TRM		SY	49	\$ 7.00	\$343.00		\$343.00
SUGAR ROCK		TON	200	\$ 50.00	\$10,000.00		\$10,000.00
GRADING							
UNCLASSIFIED EXCAVATION		CY	68000	\$ 2.25	\$126,000.00		\$126,000.00
TOPSOIL STOCKPILE & REPLACE (6")		CY	21400	\$ 4.25	\$90,950.00		\$90,950.00
SEEDING, FERTILIZING & MULCHING		AC	26.5	\$ 1,100.00	\$29,150.00		\$29,150.00
CLEARING AND GRUBBING		LS	1	\$ 25,000.00	\$25,000.00		\$25,000.00
EROSION CONTROL							
EROSION CONTROL LUMP SUM		LS	1	\$ 30,000.00	\$30,000.00		\$30,000.00
			CONTINGENCY	20%	\$ 141,810.26	\$ 66,509.40	\$ 72,300.86
			DESIGN FEES	8%	\$ 56,724.10	\$ 27,803.76	\$ 28,920.34
			TOTAL		\$907,585.66	\$444,860.16	\$462,725.50



**AN AGREEMENT BETWEEN THE CITY OF RAPID CITY AND YASMEEN DREAM  
2, L.L.C., TO EXCHANGE THE WALLY BYAM SITE FOR LAND ADJACENT TO  
THE RAPID CITY REGIONAL AIRPORT.**

**RECITALS**

This Agreement is made and entered into by, and between, the City of Rapid City (the "City"), a municipal corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701, and Yasmeen Dream, L.L.C. ("Yasmeen Dream"), a South Dakota Corporation, located at 528 Kansas City Street, Suite 4, Rapid City, South Dakota 57701.

WHEREAS, the City owns real property along East Highway 44 at the intersection of Elk Vale Road (Highway 16B) which is commonly known as the Wally Byam site; and

WHEREAS, Yasmeen Dream owns real property immediately adjacent to Rapid City Regional Airport ("Airport"); and

WHEREAS, Yasmeen Dream has proposed exchanging with the City the land it owns adjacent to the Airport for the Wally Byam site; and

WHEREAS, the Airport Board of Directors passed a Resolution supporting the proposed transfer on October 23, 2012; and

WHEREAS, acquisition of the Yasmeen Dream property would connect the Airport with other City owned land adjacent to Radar Hill Road and would have future economic development potential including the possibility of providing a location for a free trade zone; and

WHEREAS, the Wally Byam property has been listed for sale by the City since 2009; and

WHEREAS, the City is interested in exchanging the portion of the Wally Byam site located outside of the 100 year flood plain adjacent to Rapid Creek for the property owned by Yasmeen Dream,

WHEREAS, SDCL 6-5-4 authorizes the City to exchange real property with a private land owner upon completion of an appraisal under such terms and conditions as the City deems appropriate; and

WHEREAS, the parties have had the two properties appraised by an appraiser licensed in South Dakota; and

WHEREAS, the City Council finds that it is in the best interests of the City to exchange the Wally Byam site for land of an equal value owned by Yasmeen Dream.

NOW THEREFORE, the parties hereby covenant and agree as follows:

1. Yasmeen Dream will transfer to the City fee title for approximately 138.24 acres of land and an H Lot consisting of approximately 5 acres of land from a portion of the property it owns immediately west of Rapid City Regional Airport. The land from which this transfer will be made is legally described as:

The NE1/4NE1/4; S1/2NE1/4; 1 acre in NE1/4NW1/4; SE1/4NW1/4; Pt. of NE1/4SW1/4 and Pt. OF SW1/4SE1/4, Less Lot H2, Both N of RR; N1/2SE1/4 including 0.5 acres for school in SE1/4NE1/4 Less ROW, T1N, R9E, Section 19, BHM, Pennington County, South Dakota.

A portion of the property being transferred was appraised by a licensed appraiser in July of 2012. The appraised value of the above described property was determined to be \$8,734.18 per acre. The land the parties intend to transfer pursuant to this Agreement is shown on Exhibit A which has been attached hereto and is hereby incorporated into this Agreement. Yasmeen Dream and the City will need to prepare a metes and bounds description for the land being transferred. The cost of any surveying necessary to determine the metes and bounds description of the larger parcel will be paid by Yasmeen Dream. The transfer of this property will occur via a warranty deed provided at the time of closing.

2. In addition to the 138 acres described above, Yasmeen Dream agrees to transfer an H Lot by which the City can access the property being transferred off of Airport Road. This transfer will be done as a donation by Yasmeen Dream to the to the City and is technically separate from the transfer of the property described in paragraph 1 in exchange for the property described in paragraph 4. In exchange for this donation, the City agrees to provide Yasmeen Dream, or its successors in interest access to Airport Road across the H Lot. The land being donated as an H Lot is also shown in Exhibit A. The City will be responsible for preparing and filing the exhibit for the H Lot. The transfer of the H Lot will occur via a warranty deed provided at the time of closing.

3. Yasmeen Dream also agrees to provide the City, or any of the City's successors in interest, access to the land being transferred off of South Dakota Highway 44. The City's access will be at the two access points along Highway 44 the location of which the State and Yasmeen Dream have already negotiated and agreed to. The right to access will be in the form of two 68' wide access easements located generally on a north to south line from the agreed upon access points along Highway 44 to the land being transferred to the City. If the City, or a subsequent purchaser, makes improvements to implement the rights granted by the easement, the parties will negotiate the exact location of the improvements and any provisions for sharing of the cost of such improvements at that time. The parties anticipate that in the future public right of way will be dedicated and improved from the two points of access off of Highway 44 and provide access to the City's land as well as to Yasmeen Dream's remaining land. At the time that a permanent improvement which provides access to the City land from the two access points off of Highway 44, or permanent access to the City land is otherwise provided for by an additional agreement of

the parties, the City will release any access easements across the balance of Yasmeen Dream's property which are outside the dedicated right of ways. The City shall provide Yasmeen Dream with a utility easement for water and other utilities located north of the subject property across the land being transferred to the City to service the balance of the property being retained by Yasmeen Dream. The parties will work together to determine the exact location of the easement and the City will not unreasonably withhold approval of a suitable location proposed by Yasmeen Dream.

4. The City agrees to transfer the land, commonly known as the Wally Byam site, in exchange for the promises Yasmeen Dream has made herein. The transfer includes all of the City's rights, title and interest to the portion of the property designated as the Lytle Life Estate. The descriptions of the properties to be transferred are as follows:

The S1/2SW1/4NE1/4 Less Lot H1; S1/2SE1/4NW1/4SW1/4; and W1/2SE1/4, Less Tract A of the E1/2SW1/4 and the W1/2SE1/4, Section 9 T1N, R8E, Less Lot H1 in the NE1/4SW1/4 of Section 9, Less Lot H1 in the S1/2SE1/4NW1/4 of Section 9, Less Lot H2 in the SE1/4SW1/4NE1/4 of Section 9, Less Lot 1 Wally Byam Add., Section 9, T1N, R8E, BHM, Rapid City, Pennington County, South Dakota.

Lot 1, Wally Byam Add., Rapid City, Pennington County, South Dakota.

The Balance of Tract A of the E1/2SW1/4 and of W1/2SE1/4, Less Lot H1, T1N, R8E, Section 9, BHM, Rapid City, Pennington County, South Dakota.

Lot 2 of Tract A of the NW1/4SW1/4, T1N, R8E, Section 9, Rapid City, Pennington County, South Dakota.

The value of the above property was determined to be \$1,245,000 based on an appraisal conducted in July of 2012. Of this property, the City will retain a portion of the property that will cover the 100 year flood plain along Rapid Creek. The City will prepare and file a plat for the land being retained. The land being retained is shown on Exhibit B as Lot H, which is attached hereto and is hereby incorporated into this Agreement. The parties anticipate that Yasmeen Dream, and its successors in interest will provide a future bike/pedestrian path connection between any bike/pedestrian trails developed along Rapid Creek and Highway 44 or the railroad right of way along Highway 44. The location of the bike/pedestrian connection to be provided shall be in the sole discretion of Yasmeen Dream as suitable and fitting to the ultimate development plan of the property. The transfer of this property will occur via a warranty deed provided at the time of closing.

5. The parties acknowledge that the City has an adopted policy to retain ownership of any land in its possession which is located within the 100 year flood plain. The parties further acknowledge that some of the land being transferred pursuant to this Agreement is within the 100 year flood plain, including land which is currently part of the Lytle Life Estate. On the

property included in the life estate, Yasmeen Dream, or any subsequent purchaser, shall transfer to the City any remaining land located within the 100 year flood plain along Rapid Creek upon the expiration of the life estate. The City agrees to work with Yasmeen Dream or its successors in interest to prepare plats or other documents to effectuate transfer of the 100 year flood plain to the City. The flood plain located on the land being transferred outside the life estate is associated with a drainage running from the north end of the property to the south end of the property and is not adjacent to Rapid Creek. The intent of the parties is that Yasmeen Dream, or a subsequent purchaser, have the ability to seek revisions to the Flood Insurance Rate Map (FIRM) through the process established by FEMA in accordance with all Federal, State and City regulations and rules in order to maximize the development potential of the balance of the site. Once the revision to the FIRM map is final, Yasmeen Dream, or any subsequent purchaser of the land, agrees to transfer any portion of the properties described in paragraph 3 of this Agreement which still remains within the 100 year flood plain back to the City. The transfer of the flood plain back to the City will be considered a donation to the City and the City agrees to facilitate the transfer of the land back to the City so that the transfer is treated as such. Yasmeen Dream and its successors in interest agree to disclose the requirement to transfer the land within the 100 year flood plain back to the City to any subsequent purchaser. The parties acknowledge that the obligations under this paragraph are specifically enforceable in addition to any other remedies the party may have.

6. The parties will schedule closing within thirty (30) days of approval of this Agreement unless the time is extended by mutual agreement of the parties. Any closing costs will be split equally between the parties. Yasmeen Dream will satisfy any mortgages or other encumbrances on the property being transferred to the City at, or before closing.

7. Yasmeen Dream warrants that it has, or will have prior to the date of closing, good and merchantable title to all of the property described in paragraph 1 of this Agreement according to the title standards adopted by the State of South Dakota, subject only to such easements, covenants, rights-of-way, restrictions and reservations as are acceptable to the City. The City warrants that it has, or will have prior to the date of closing, good and merchantable title to all of the property described in paragraph 4 of this Agreement according to the title standards adopted by the State of South Dakota, subject only to such easements, covenants, rights-of-way, restrictions and reservations as are acceptable to Yasmeen Dream.

8. The parties shall request a Commitment for Title Insurance, which shall be delivered to the parties at least fourteen days prior to closing. If either party has any objections to the title of said property it shall provide notice of said objection at least seven days prior to closing. If neither party provides notice that it objects to the Commitment for Title Insurance, then it will be presumed the parties will accept title to said property as provided in the Commitment for Title Insurance, subject to the satisfaction of any mortgages and other encumbrances and payment of taxes as provided herein, all to be accomplished at closing. The parties shall obtain a policy of title insurance in conformance with the title required herein in an amount equal to the purchase

price agreed upon for the real properties described herein. A copy of said policy shall be delivered to the parties for examination within thirty days after the date of closing.

9. A portion of the land which the City is transferring to Yasmeen Dream is subject to a Real Estate Listing Agreement with Ken Kirkeby. Yasmeen Dream agrees at the time of closing to pay the commission on the land subject to the listing agreement as amended. The estimated cost of the commission has been subtracted from the value of the City property for purposes of calculating how much land Yasmeen Dream is required to transfer.

10. All taxes and other assessments on the property being transferred to the City for the year 2012 and any prior years shall be paid by Yasmeen Dream at or before closing. All taxes and other assessments on this property for the year 2013 shall be prorated to the date of closing. Yasmeen Dream warrants there are no unpaid assessments, recorded or unrecorded, on the property being transferred to the City.

11. Failure of a party to insist upon adherence to any term of this Agreement on any occasion shall not be considered a waiver, or deprive that party of the right thereafter to insist upon adherence to that term, or any other term of this Agreement.

12. If one or more provisions of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this Agreement if they can be given effect without the invalid section(s) or provisions.

13. This Agreement constitutes the entire agreement of the parties. No other writings or negotiations are part of this Agreement. This Agreement may only be modified by mutual agreement of both parties. Any modifications or addendums to this Agreement must be in writing.

14. This Agreement shall be deemed to be prepared jointly by the parties hereto and neither shall be deemed to be its sole author. In the event of any claim of ambiguity, no provision shall thereby be construed against either party.

15. The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be venued and litigated in the Circuit Court for the Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

Dated this \_\_\_\_ day of February, 2013.

CITY OF RAPID CITY

\_\_\_\_\_  
Sam Kooiker, Mayor

ATTEST:

\_\_\_\_\_  
Pauline Sumption, Finance Officer

YASMEEN DREAM, L.L.C.

\_\_\_\_\_  
Hani Shafai, Managing Partner

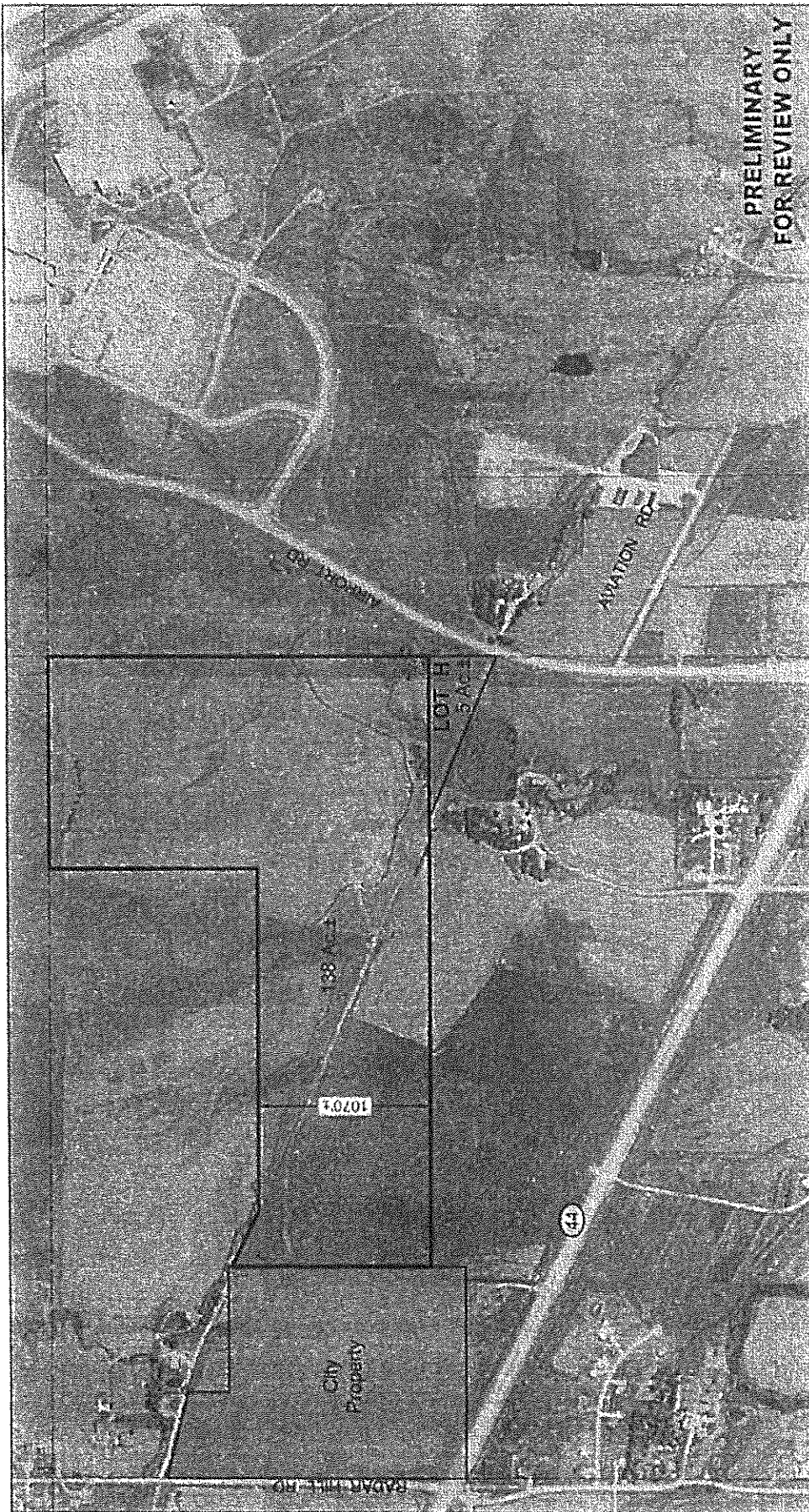
STATE OF SOUTH DAKOTA     )  
  )ss.  
COUNTY OF PENNINGTON     )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned officer, personally appeared Hani Shafai, who acknowledged himself to be the managing partner of Yasmeen Dream, L.L.C. and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

[SEAL]

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires:\_\_\_\_\_



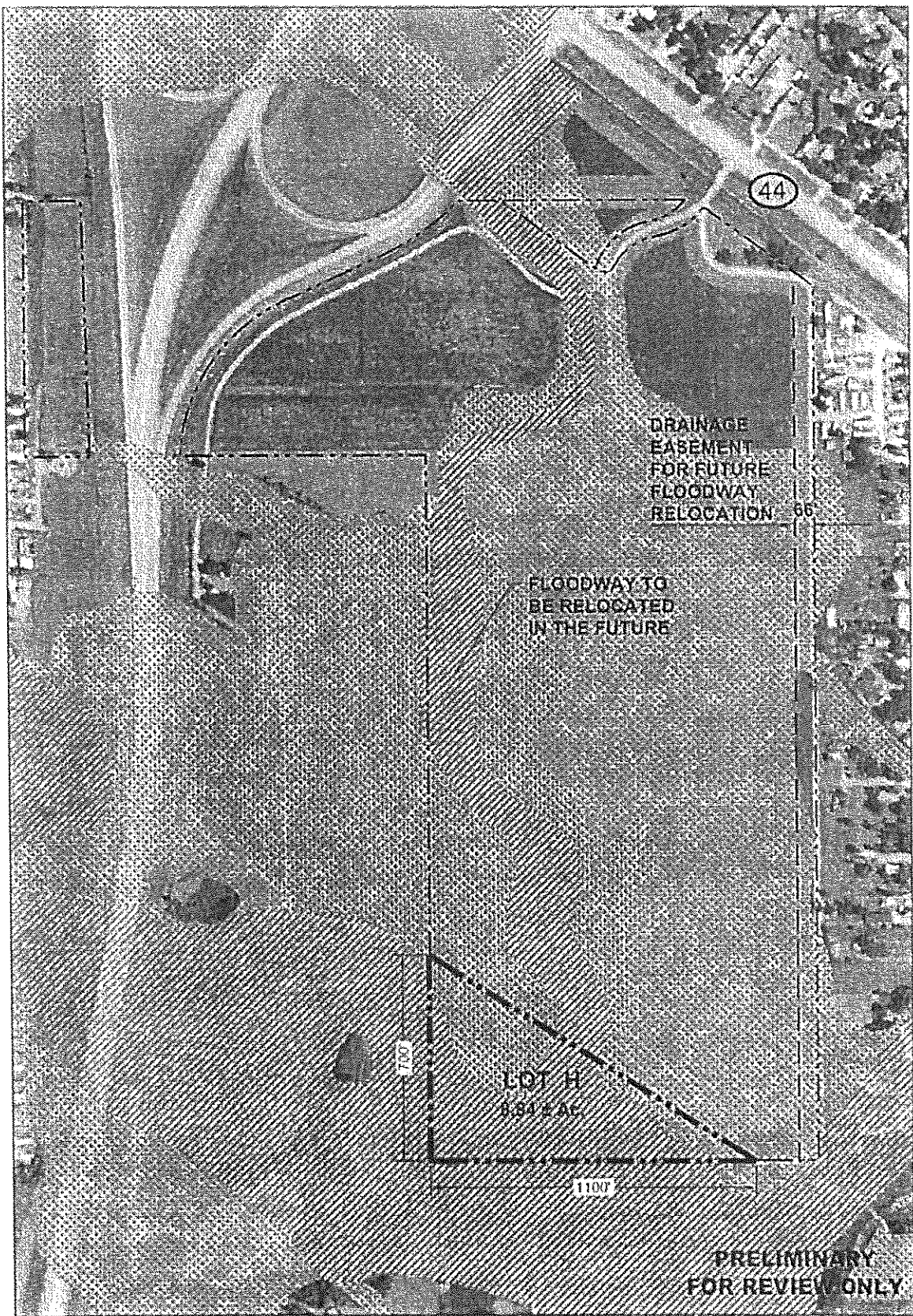
PRELIMINARY  
FOR REVIEW ONLY

DREAM DESIGN  
INTERNATIONAL, INC.

CONCEPTUAL, LANDSCAPE ARCHITECTURE  
LAND CLEARING, CONSTRUCTION, UTILITIES  
AND SITE PREPARATION. ALL WORK TO BE  
DONE IN ACCORDANCE WITH THE CITY OF  
MOUNTAIN VIEW, TEXAS, AND THE STATE OF TEXAS.

LOT H  
PULASKI COUNTY, MISSOURI  
JANUARY 21, 2011





DRAINAGE  
EASEMENT  
FOR FUTURE  
FLOODWAY  
RELOCATION

FLOODWAY TO  
BE RELOCATED  
IN THE FUTURE

LOT H  
0.84 ± AC

PRELIMINARY  
FOR REVIEW ONLY

WALLY BYAM PROPERTY  
RAPID CITY, SOUTH DAKOTA

November 21, 2012

DREAM DESIGN  
INTERNATIONAL, INC.

ENGINEERING, LANDSCAPE ARCHITECTURE,  
SURVEYING, CONSTRUCTION ADMINISTRATION  
1000 W. 10TH STREET, SUITE 200, RAPID CITY, SD 57701  
605.342.1234 FAX 605.342.1235 WWW.DREAMDESIGNINC.COM

LEGEND	
	100 Year
	500 Year
	X protected by levee
	FLOODWAY

EXHIBIT "B"