



# CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

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## PLANNING DEPARTMENT

300 Sixth Street

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Urban Division  
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### MEMORANDUM

TO: Legal & Finance Committee

FROM: Vicki L. Fisher, Planner III

DATE: May 28, 2002

RE: Release Agreement for Lot 26, Block 23 and Lot 6 of Block 24, Robbinsdale Addition No. 10 (formerly a portion of Tract A of Robbinsdale Addition No. 10 and a portion of the NE1/4 of the SE1/4 of Section 13) located in the NE1/4 of the SE1/4 of Section 13, T1N, R7E BHM, Rapid City, Pennington County, South Dakota

On December 11, 1995, Walgar Development Corporation entered into an agreement with the City to insure that all subdivision improvements are installed within Tract A of Robbinsdale Addition No. 10. All subdivision improvements have been completed on the above legally described property and, as such, all provisions of the previous agreement have been met. Staff is recommending that the Legal & Finance Committee authorize the Mayor and the Finance Officer's signatures on the attached Release Agreement document.



EQUAL OPPORTUNITY EMPLOYER

RELEASE

The City of Rapid City, a municipal corporation under the laws of the State of South Dakota, does hereby agree to a partial release of Walgar Development Corporation, the owner of property described in the Agreement dated December 11, 1995, in consideration for improvements having been completed on a portion of that property described as:

Lot 26 of Block 23 and Lot 6 of Block 24 of Robbinsdale  
Addition No. 10 (formerly a portion of Tract A of Robbinsdale  
Addition No. 10 and a portion of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 13) located  
in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 13, T1N, R7E, BHM, Rapid City,  
Pennington County, South Dakota.

The Agreement dated December 11, 1995, shall remain in full force and effect as to the remaining property described therein and not hereby released, and nothing contained in this release shall effect, impair, or invalidate the terms and conditions of this prior Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF RAPID CITY

By: \_\_\_\_\_  
Jerry Munson, Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota        )  
  SS.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned officer, personally appeared Jerry Munson 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 so to do, 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, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE

## AGREEMENT

An Agreement entered into between the City of Rapid City, a municipal corporation under the laws of the State of South Dakota, and the owner of the below-described property.

The Agreement covers the property legally described as:

Tract A of Robbinsdale Addition No. 10 located in the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) and in the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Thirteen (13), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota

a plat of which has been approved by the Rapid City Common Council for purposes of transfer of title only.

The consideration for this Agreement is the mutual covenants and agreements contained herein, and the approval of said plat by the City of Rapid City without the furnishing of bond.

It is specifically agreed that the seller, his heirs, or assigns shall be bound to this Agreement with the City of Rapid City, and the seller agrees that he or any successor in interest will not apply for a building permit, or attempt to build or develop in any way the property covered by this Agreement until such time as the seller, or his successor in interest has secured a replat of the property covered by this Agreement from the City of Rapid City or until such time as the City of Rapid City is furnished a bond for the cost of all improvements in an amount and terms satisfactory to the City of Rapid City as determined by the Planning Commission and Common Council.

It is agreed that if the seller or any successor in interest breaches the terms of this Agreement, any person who has any interest in said land shall be immediately liable to the City of Rapid City for the costs of all improvements required by the subdivision regulations of the City, that the Common Council of Rapid City deems necessary, and further that the seller or his successors in interest, as the case may be, shall be liable for all costs incurred by the City in enforcing this Agreement, including reasonable attorney's fees. It is agreed that the liability for improvements or costs of enforcement are a charge against said land and may be enforced in any manner provided

by law, either against any person holding an interest in the land or against the land.

It is further agreed that a copy of this Agreement shall be filed with the Register of Deeds Office, and the City agrees to sign a release of this Agreement, and to record the release with the same formality as this Agreement at any time the actual improvements are completed, or satisfactory bond has been furnished to the City for said completion.

The improvements above shall include but not be limited to streets, sidewalks, curb and gutter, water, sewer and drainage, and nothing in this Agreement shall be a bar to the City from assessing the property under the assessment laws of the State of South Dakota for any of said improvements.

It is further agreed that this Agreement shall run with the land.

Dated this 18 day of Dec, 1995.

CITY OF RAPID CITY

By: Edward R. McLaughlin  
Mayor

ATTEST:

Coleen J. Schmidt  
Assistant Finance Officer

(SEAL)

WALGAR DEVELOPMENT CORP.

By: Gary Rasmussen

State of South Dakota     )  
  SS.  
County of Pennington     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned officer, personally appeared Ed McLaughlin and Coleen J. Schmidt, who acknowledged themselves to be the Mayor and Assistant Finance Officer, respectively, of the City of Rapid City, a municipal

02PL022



(formerly a portion of Tract A of Robbinsdale Addition No. 10 and a portion of the NE1/4 of the SE1/4 of Section 13)

[illegible]

TRACT B  
Renner & Sperlich Engineering Co.

616 Sixth St. \* Rapid City, SD 57701 \* 605/342-1191  
FAX: 605/342-1405 \* E-MAIL: X19FIAT@AOL.COM



MARCH 5, 2002



SCALE 1" = 60'