

AGREEMENT

WHEREAS, O'Brien Construction Inc., hereafter called "Developer," owns certain land within the City Of Rapid City located on Sheridan Lake Road legally described as: **LOT 3, LOT 3A & UNPLATTED PORTION OF THE NW ¼ OF THE SW ¼ OF FAIRWAY HILLS P.R.D. ALL LOCATED IN SECTION 15, T1N, R7E. B.H.M. RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA** containing SEVEN acres more or less.

WHEREAS, Developer is seeking the approval from the City of Rapid City of a plat of the land located on Sheridan Lake Road, and

WHEREAS, the City of Rapid City requires the construction of certain improvements as a condition of plat approval; and

WHEREAS, the City of Rapid City finds it in the public's best interest to require the Developer to install sewer lines that are not required for his development, but are an integral part of the City's sewer distribution system that is necessary for the Heidiway Lane Sanitary Sewer Extension, and

WHEREAS, the City of Rapid City is required to pay for the costs of the additional water lines, and

WHEREAS, the Developer is willing to pay the initial cost of these utilities in full and the City agrees to reimburse the Developer for the City's share of the cost of the improvements.

NOW, THEREFORE, BE IT AGREED by the parties as follows:

1. The Developer shall construct the said sewer lines across the Developers property in accordance with the subdivision regulations, including the requirements of the City of Rapid City.
2. The City shall pay the Developer the additional cost incurred by the Developer in constructing the utilities attributable to the City's requirement of those utilities. The amount of the City's obligation shall be determined based upon the actual cost of the construction, but in any case, shall not exceed **Eight Thousand Seven Hundred Eighty Three Dollars & Seventy Three Cents (\$8,783.73)**.
3. The City's obligation to pay under this Agreement shall not arise until the acceptance by the City of the improvements.

4. The provisions of this Agreement shall be construed according to the laws of the State of South Dakota. Any dispute arising under this Agreement shall be litigated only in the Seventh Circuit Judicial Court for the State of South Dakota located in Rapid City, Pennington County, South Dakota.
5. This written document contains the entire agreement of the parties. No other promises or considerations form any part of the agreement. All prior negotiations are either merged herein or intentionally omitted.

Dated the _____ day of _____, 2004

CITY OF RAPID CITY

Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota,)
) ss.
County of Pennington.)

On this, the _____ day of _____, 2004, before me, the undersigned officer, personally appeared Jim Shaw 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 to do so, 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.

Proposal

LIND-EXCO, INC.

1141 DEADWOOD AVENUE, SUITE 7
RAPID CITY, SD 57702
(605) 348-6115

Proposal Submitted To Dan O'Brien		Phone	Date 6/23/04
Street		Job Name Heidiway Lane Sanitary Sewer Extension	
City, State and Zip Code		Job Location Carmel Town Homes	
Architect Fisk	Date of Plans		Job Phone

We hereby submit specifications and estimates for:

Site Utilities work, as requested, for the installation of 2 manholes and 135 lf of 8" sanitary sewer main on Heidiway Lane per project plans and specifications, per attached bid schedule, with the following exclusions and notes inclusive where applicable.

EXCLUSIONS: Materials testing/density testing; Seeding, sodding or landscaping; Imported topsoil; Oversize ballast rock for excavation stabilization; Rock excavation; Staking or Surveying; Winter protection; Frozen soils replacement; Unspecified removal or relocations of existing utilities; Topsoil placement or grading; Surface rock picking or surface rock removal;

We propose hereby to furnish material and labor – complete in accordance with above specification, for the sum of:

SEE ATTACHED BID SCHEDULE***DOLLARS \$*******

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature Douglas S. Lind

DOUGLAS S. LIND, PRESIDENT

Note: This proposal may be

withdrawn by us if not accepted within 10 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

5/23/2004
FAIRSAN

15:23
Fairway Hills Dr - Carmel Townhomes San

BID TOTALS

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	SANITARY SEWER, PVC, 8 - 10 FT	135.000	LF	17.46	2,357.10
	SANITARY MANHOLE	2.000	EA	2,921.43	5,842.86
	BEDDING	45.500	TON	12.83	583.77
Bid Total ==>>>					\$8,783.73