

**AGREEMENT TO ACCEPT SANDRA LANE LIFT STATION AS A CITY LIFT STATION.**

THIS AGREEMENT, is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between Lazy P-6 Land Co., Inc., hereinafter referred to as “Developer,” and the City of Rapid City, a municipal corporation and political subdivision of the State of South Dakota, hereinafter referred to as “City.”

WHEREAS, Developer would like to construct improvements on their property adjacent to Sandra Lane within the City of Rapid City; and

WHEREAS, the improvements will require a lift station in order to pump the sewage from their property into the City’s sewer system; and

WHEREAS, the Developer acknowledges that it is their responsibility to pay for and construct the infrastructure necessary for the development of this property; and

WHEREAS, the City is willing, under certain conditions, to accept the ownership and maintenance of the proposed lift station after it is constructed; and

WHEREAS, the City’s acceptance of ownership of this lift station, along with the costs of operating and maintaining it, will provide the Developer with a significant future benefit.

NOW THEREFORE, the parties agree as follows:

1. The Developer will pay for the design and the construction of a lift station within the City of Rapid City at the east end of Sandra Lane as part of the development of their property.
2. The design and construction of the lift station shall comply with all City regulations and standards.
3. It is intended for the developer’s contractor to run and maintain the lift station for three (3) months after startup so that bugs and other operational issues can be resolved. After this time has lapsed a “Lift Station Training and Transfer of Operations” shall be completed where City staff are shown by the Developer how to operate, maintain, and run the lift station. The contractor, suppliers, and subcontractors shall be in attendance at this time to instruct the City’s personnel.
4. The expense of operating the lift station prior to City acceptance of the facility, including any utility costs shall rest solely with the Developer. The operational costs associated with operating the lift station and/or costs associated with hauling of septage shall be bore by the Developer and will not be considered as TIF eligible expenses as they are operational in nature and are not capital expenses.

5. Subject to the preceding paragraphs the City agrees to accept the ownership of the lift station as part of the City's water system upon the completion of its construction.

6. The City has not, and is not, agreeing to expend any funds as part of this agreement. Any expenditure of public funds will be pursuant to a separate agreement and subject to further approval by the City Council.

7. This Agreement constitutes the entire agreement of the parties. No other writings or negotiations are part of this document.

8. 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 for the State of South Dakota, located in Rapid City, Pennington County, State of South Dakota.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

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

LAZY P-6 LAND CO., INC.

\_\_\_\_\_  
BY:

ITS:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, 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 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 as such Mayor and Finance Officer of the City of Rapid City.

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

[SEAL]

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of Lazy P-6 Land Co., Inc., and that as such, being duly authorized so to do, executed the foregoing instrument by signing the name of Lazy P-6 Land Co., Inc., as its \_\_\_\_\_.

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

[SEAL]

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