

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND LEGACY LAND
COMPANY FOR THE ACQUISITION OF EASEMENTS**

This Agreement is made and entered into by and between the City of Rapid City, a municipal corporation with its principal place of business at 300 Sixth Street, Rapid City, SD 57701, herein after referred to as the "City," and Legacy Land Company of P.O. Box 263, Rapid City, SD 57701, herein after referred to as "Developer."

WHEREAS, the City would like to construct gravity sewer mains in certain areas of future right of way in order to provide sewer service to properties along 5th Street that are ready to be developed; and

WHEREAS, in order to construct these mains the City needs to obtain easements from the Developer; and

WHEREAS, the Developer acknowledges that he would benefit from the City constructing sewer mains across his property; and

WHEREAS, the Developer is not opposed to granting the City the necessary easements.

NOW THEREFORE, the Developer and City agree as follows:

1. The Developer agrees to donate to the City easements that will be sufficient to dedicate the necessary right of way for the future rearage road to the north of Catron Boulevard and the future Enchanted Pines Drive which will include sewer mains and other public utilities. The easements shall be located in the approximate locations shown on Exhibit "A," which has been attached hereto and incorporated herein by this reference and which may be revised with the written consent of the parties. The properties that will be subject to these easements are legally described as follows:

The balance of parcel B, less the Meadows Subdivision, less lot H1 and less the right of way of MJK Subdivision all located in Township One North (T1N), Range Eight East (R8E), of Section Eighteen (18) and Section Nineteen (19), of the Black Hills Meridian, Rapid City, Pennington County, South Dakota.

2. In exchange for the Developer granting the easements to the City now, in lieu of waiting to dedicate the necessary land when the property is platted, the City agrees not to assess the Developer for the cost of constructing any sewers located in those easements as allowed by Chapter 9-48 of the South Dakota Codified Laws.

3. This agreement only applies to the City sewer mains that will be located in the above described easements. It does not include any other sewer mains or alter the Developer's obligation to construct the necessary infrastructure at the time that their property is developed and/or platted.

4. 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 and Pennington County.


CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

LEGACY LAND COMPANY

By: 
Its: President

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.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
 SS.
County of Pennington)

On this 7th day of July, 2005, before me, the undersigned officer, personally appeared Scott Nash, who acknowledged himself to be the President of Legacy Land Company, and that he as such, being duly authorized so to do, executed the foregoing instrument by signing the name of Legacy Land Company by himself as President.

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

Margaret Paul
Notary Public, South Dakota

My Commission Expires:

(SEAL) 6/25/2009