

AGREEMENT

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, hereafter called the "City," and the **BROADMOOR HOMEOWNERS ASSOCIATION**.

Recitals

WHEREAS, the Broadmoor Homeowners Association irrigation system is connected and metered inside the City's Broadmoor Booster Station building located on Lot 38 of Broadmoor Subdivision Phase 1; and

WHEREAS, the City owns and maintains the Broadmoor Booster Station building and equipment located on Lot 38 of Broadmoor Subdivision Phase 1; and

WHEREAS, the current Broadmoor Booster Station was to be abandoned with the completion of the Sheridan Lake Road/Sunset Vista Water Main Extension Project No. W00-947; and

WHEREAS, the current Broadmoor Booster Station will be replaced as part of a future City project; and

WHEREAS, the Broadmoor Homeowners Association desires to leave their irrigation tap and meter system connected to the City's water main inside the Broadmoor Booster Station until such time the new proposed booster station is to be constructed or the City desires the system to be removed.

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

1. The City agrees to maintain a water supply to the Broadmoor Subdivision irrigation tap inside the Broadmoor Booster Station via the existing 6" water main located between the Broadmoor Booster Station and the Broadmoor Drive water main until such time the

Broadmoor Booster Station is required to be demolished or the City desires the system to be removed.

2. The City is not responsible for the Broadmoor Homeowners Association irrigation system piping and equipment located in the Broadmoor Booster Station building or outside of the building.

3. The City will control access to the Broadmoor Booster Station building and will grant the Broadmoor Homeowners Association access to their irrigation equipment upon at least 3 days notice to the Rapid City Water Department.

4. The Broadmoor Homeowners Association will be responsible for any and all cost associated with heating the Broadmoor Booster Station building.

5. The parties agree that the City could require that the Broadmoor Homeowners Association immediately remove its fixtures from the City's booster station and that by not requiring immediate removal, the City has provided sufficient consideration for this agreement.

6. The Broadmoor Homeowners Association shall hold the City harmless from any loss, cost or damage that may arise in connection with their use of the previously described property owned by the City. They shall further agree to defend and indemnify the City from any loss or damage that the City suffers as a result of their use of the City's property. The City agrees to hold the Homeowners association harmless from any loss or damage that may arise from the negligent, reckless or intentional conduct of its own employees.

7. The Broadmoor Homeowners Association asserts it has the power to enter into this agreement and its officers signing for it have full power and authority to do so.

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

9. The party's 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, State of South Dakota

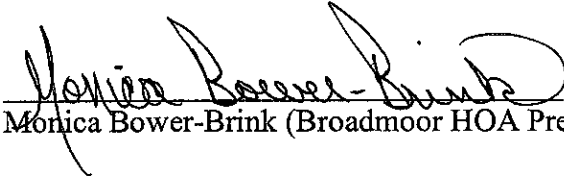
DATED: _____, 20__.

DATED: January 5, 2006

CITY OF RAPID CITY, a municipal Corporation

BROADMOOR HOMEOWNERS ASSOCIATION:

By: _____
Jim Shaw, Mayor


Monica Bower-Brink (Broadmoor HOA President)

ATTEST:

James F. Preston, Finance Officer

(SEAL)

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

ON THIS DAY, _____, 20__, 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.

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

Notary Public

My Commission Expires:

(SEAL)

