

PREPARED BY: City Attorney's Office  
300 Sixth Street  
Rapid City, SD 57701  
(605) 394-4140

STATE OF SOUTH DAKOTA     )  
  ) SS.           **COVENANT AGREEMENT**  
COUNTY OF PENNINGTON    )

This declaration of covenant and agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between William and Sharon Gikling ("Giklings"), 4120 Penrose Place, Rapid City, South Dakota, 57702, and the CITY OF RAPID CITY ("City"), a South Dakota municipal corporation, 300 Sixth Street, Rapid City, South Dakota, 57701.

WHEREAS, the Giklings hereby acknowledge that they are the owners of record of property located generally at 2802 Elgin St., Rapid City, SD which is legally described as:

Lot 1 of Starlite Subdivision, Located in the SW1/4 of the SW1/4 of Section 28, T2N, R8E, Black Hills Meridian, Rapid City, Pennington County, South Dakota.

WHEREAS, the Giklings have applied for a preliminary plat to divide Lot 1 into Lots 1A and 1B; and

WHEREAS, the property is currently served by a septic waste water system; and

WHEREAS, the City has an interest in requiring that the property connect to City sewer when it becomes available to the property; and

WHEREAS, it is the intent of the Giklings and the City to enter into an agreement whereby the City can approve the preliminary plat if the Giklings agree to certain stipulations;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

1. The Giklings hereby covenant and agree that if the City approves the preliminary plat splitting the above described property into two lots, that they, or their successors in interest, will connect to the City sewer system when a City sewer is within 500 feet of the property.

2. It is understood by the Giklings that one of the City's primary considerations for approval of the preliminary plat on the above described property is the Giklings' covenant and promise to connect to the City sewer system when it is within 500 feet of their property.

3. All of the terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns, or successors in interest of the Giklings, and be considered as a covenant running with the above-described property. Furthermore, it is agreed that, in accepting title to the above-described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this agreement recorded with the Pennington County Register of Deeds' Office pursuant to the provisions of South Dakota statutes.

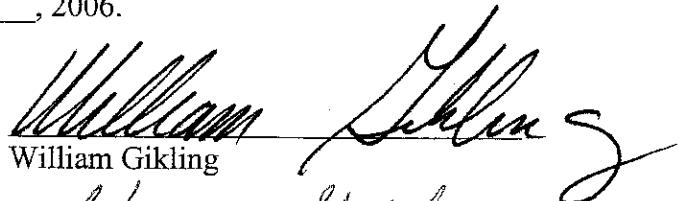
4. The City may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this agreement or its subdivision regulations in connection with this agreement, the undersigned, heirs, assigns or successors in interest agree the City may recover from the owner of said property its reasonable expenses, including attorney's fees incurred with respect to such action.

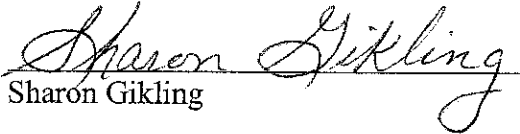
5. If any section(s), or provision of this application is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this application if they can be given effect without the invalid section(s) or provisions.

6. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto or their successors in interest.

7. 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, located in Rapid City, Pennington County, South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

  
\_\_\_\_\_  
William Gikling

  
\_\_\_\_\_  
Sharon Gikling

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

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

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 so to do, executed the foregoing Agreement Consenting to Assessed Project 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:

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the 13<sup>th</sup> day of September, 2006, before me, the undersigned officer personally appeared William Gikling and Sharon Gikling, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

  
\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires: 10-11-2006

(SEAL)

