

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DOECK, LLC.
FOR THE COMPLETION OF SUBDIVISION IMPROVEMENTS.**

This agreement is made and entered into by and between the City of Rapid City, located at 300 Sixth Street, Rapid City, SD 57702, herein after referred to as the "City," and Doeck, LLC., located at 400 N. Rowley, Mitchell, SD 57301, herein after referred to as the "Developer."

WHEREAS, the Developer is seeking approval of a final plat for Brookfield Subdivision Phase 5, which is legally described as:

Lots 18 through 26 of Block 3 of Auburn Hills Subdivision, located in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 13, T2N, R7E, BHM, Rapid City, Pennington County, South Dakota.

WHEREAS, the Developer has submitted two bonds to secure the completion of the required subdivision improvements for this subdivision; and

WHEREAS, the City is requesting that the Developer provide a date by which the required improvements will be completed, or if they are not, the City can draw on the bond; and

WHEREAS, the Developer is willing to provide a final date for completion of the improvements so that the City will accept the bond which is a requirement for approval of the final plat.

NOW THEREFORE, the parties agree as follows:

1. The Developer agrees to complete the required subdivision improvements on the above described property by October 1, 2008.

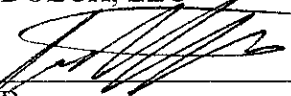
2. If the required improvements are not completed by October 1, 2008, the parties agree that the City has the option, if it so chooses, to draw on the bond and complete the improvements. The bonds which are the subject of this agreement are Bond No. 929433650 and Bond No. 929411079 issued by Western Surety Co. The City will notify the Developer prior to drawing on the bond and will provide the Developer with a reasonable amount of time to complete the remaining improvements.

3. In exchange for the Developer's agreement to the terms contained in paragraph 1 and 2 of this document, the City agrees to accept the bond submitted by the Developer.

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

Dated this ____ day of October, 2007.

DOECK, LLC



 By:
 Its:
 CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

 Jim Preston, Finance Officer

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

On this _____ day of _____, 2007, before me, the undersigned officer, personally appeared Alan Hanks and Jim 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 duly authorized to do so, 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 19th day of September, 2007, before me, the undersigned officer, personally appeared Joe Muth, who acknowledged himself to be the member of Doeck, LLC, and that as such, being duly authorized so to do, executed the foregoing instrument for the purposes herein contained.

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

Margaret Paul
Notary Public, State of South Dakota
My Commission Expires: 6/25/2009

[SEAL]