

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE RAPID CITY  
POLICE OFFICERS ASSOCIATION FOR THE ACQUISITION OF PERMANENT  
UTILITY EASEMENTS.**

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, located at 300 Sixth Street, Rapid City, South Dakota, 57701, herein after referred to as the "City," and **RAPID CITY POLICE OFFICERS ASSOCIATION**, located at P.O. Box 38, Rapid City, South Dakota, 57709, herein after referred to as the "Peace Officers."

Recitals

**WHEREAS**, the City desires to construct a gravity sewer main and a water main along Catron Boulevard, Vineyard Lane, and Golden Eagle Drive to provide sewer service for a development referred to as the "Villaggio at Golden Eagle" which is located north of the Peace Officers property, as shown on Exhibit "A" which has been attached hereto and incorporated herein by this reference; and

**WHEREAS**, the existing streets have recently been constructed with asphalt surfacing and constructing sewer and water mains within these newly constructed streets would not be needed if the City can obtain Permanent Utility Easements across the Peace Officers property; and

**WHEREAS**, the Peace Officers are agreeable to granting the City Permanent Utility Easements for the proposed sewer and water mains across their property, provided the City completes the items outlined later in this Agreement.

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

1. Concurrent with the execution of this Agreement, the Peace Officers will grant to the City two (2) Permanent Utility Easements in the locations shown on Exhibit "A."
2. The Peace Officers will also grant the City two (2) Temporary Construction Easements, which will consist of an additional 10 feet to each side of the permanent easements described in Paragraph 1.
3. The Peace Officers' property currently receives its water from a private 6" PVC fire line which it is responsible for maintaining. The City will convert the Peace Officers' private 6" PVC fire line into a 6" public water main which the City will be responsible for maintaining. The water service line from the 6" main connected to the Peace Officers' clubhouse will remain the obligation of the Peace Officers.
4. As part of converting the Peace Officers' 6" PVC fire line into a public main, the City will construct approximately 300 feet of new 6" PVC water main in order to loop the fire line and connect it to the public water main along the north side of the Peace Officers' property.

5. The Peace Officers agree to abandon the existing on-site waste water system and connect the clubhouse building to the proposed public sewer. Abandonment will consist of removal of septic tank and capping the sewer service line to the drain field. The City will undertake the necessary work to abandon the current on-site waste water system and connect the clubhouse to the public sewer.
6. The Peace Officers will not incur any costs associated with connecting their building to public sewer. All costs to abandon the current on-site waste water system and connect to the public sewer will be covered by the City. Once the clubhouse has been connected to the public sewer the Peace Officers will pay the City the standard monthly rate for sewer service. The Peace Officers currently pay the City the standard rate for water and will continue to do so.
7. The City does not anticipate that any trees will be removed in the course of this project. Should construction of the sewer and water mains require removal of any trees (larger than three (3) feet in height, the City will replace any trees removed with two spruce trees 6-8 feet tall and plant them at locations generally located along the west edge of the property and driveway as designated by the Peace Officers.
8. If any gravel surfacing on the property is disturbed by construction of the mains, the City will replace it with at least 4" of gravel surfacing.
9. The City will backfill and grade the ditch section along the west and south edge of Golden Eagle Drive so that the topography in general will slope to toward the curb and gutter along Golden Eagle Drive. In order to continue to provide adequate drainage for the site, a small portion of the existing drainage ditch in the northwest quadrant of the intersection of Vineyard lane and Golden Eagle Drive will need to remain. This area will continue to utilize the existing storm sewer culvert that is extended into the depression to facilitate the drainage.
10. The City shall perform all work in a workmanlike manner and as nearly as reasonably possible to return the surface of the ground to a condition as it existed prior to the granting of this Agreement. This Agreement shall include the right to do those things reasonably necessary to effectuate its purpose.
11. The parties acknowledge that no representations or inducements have been made other than those expressed herein; that this agreement supersedes any and all prior memoranda, correspondence, conversations, negotiations and agreements pertaining to the matters herein expressed; and that this agreement constitutes the entire agreement between them.
12. The validity, construction and effect of this Agreement shall be governed by the laws of the State of South Dakota, and the parties hereby consent to the exclusive jurisdiction of the courts of the state of South Dakota for resolution.

Dated this \_\_\_ day of 2007.

**CITY OF RAPID CITY**

\_\_\_\_\_  
Alan Hanks, Mayor

ATTEST:

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

**PEACE OFFICERS ASSOC.**

\_\_\_\_\_  
Brent Nelson, Pres.

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

**ON THIS \_\_\_ DAY,** \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared Alan Hanks 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.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

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

**ON THIS \_\_\_\_ DAY, \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared Brent Nelson, who acknowledged himself to be President of **RAPID CITY POLICE OFFICERS ASSOCIATION**, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.**

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

Prepared By: CITY ATTORNEY'S OFFICE  
*[Handwritten Signature]* 9-13-07

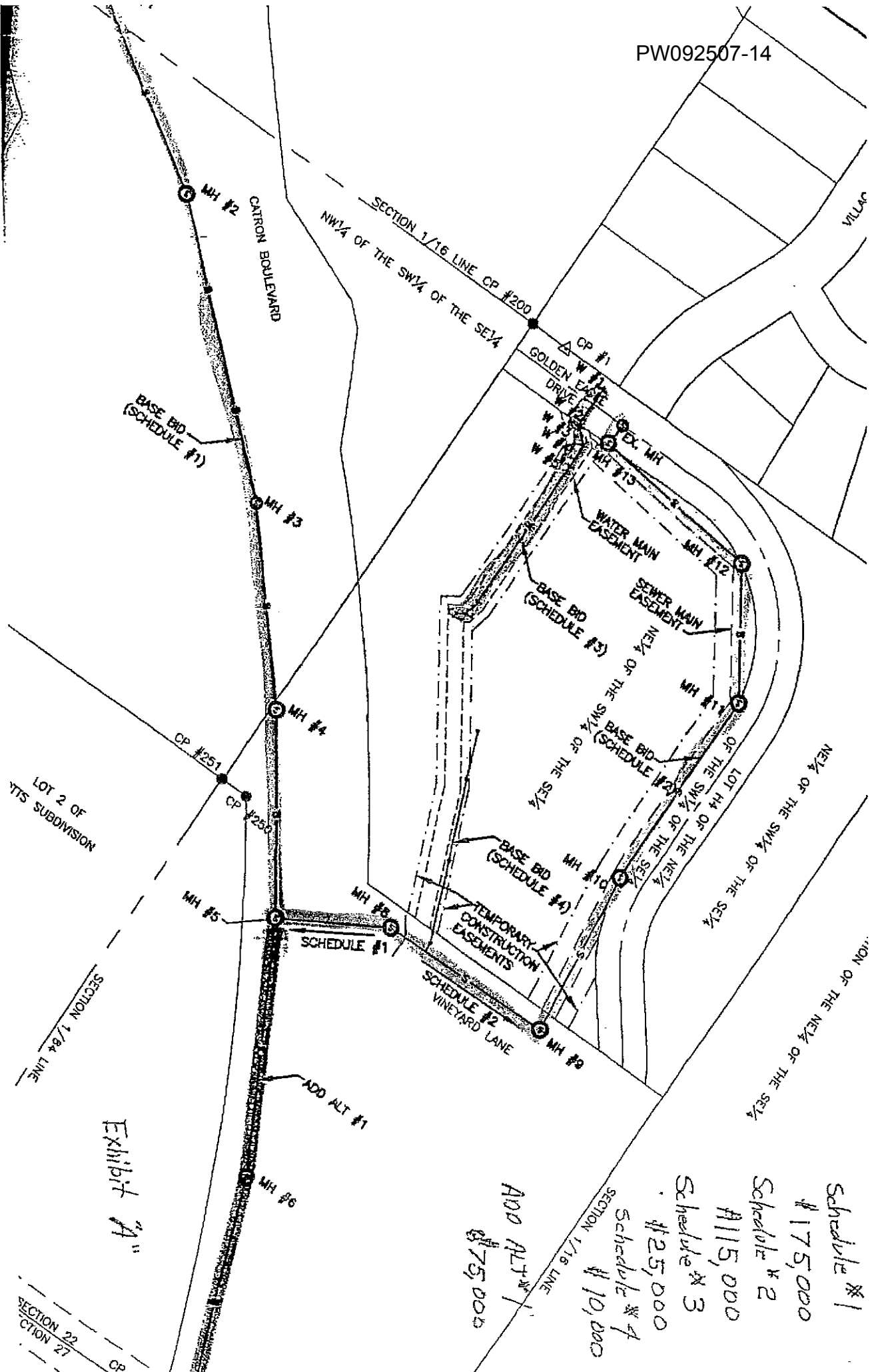


Exhibit "A"

- Schedule #1 \$175,000
- Schedule #2 \$115,000
- Schedule #3 \$25,000
- Schedule #4 \$10,000
- ADD ALT #1 \$75,000
- ADD ALT #2