

**AGREEMENT
CITY OF RAPID CITY
AND
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2007, by and between THE CITY OF RAPID CITY, of 300 Sixth St., Rapid City, South Dakota, 57701, herein after referred to as the "City," and the STATE OF SOUTH DAKOTA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, of 2823 West Main Street, Rapid City South Dakota, 57402-8186, hereafter collectively called "State".

WHEREAS, it is the intent and purpose of both the State and the City to enter into this Agreement pursuant to SDCL 6-5-5 and 33-11-6 whereby an existing water main which located on the State's property, which the City no longer needs and has been declared surplus, is donated to the State who will receive the water main and be responsible for such; and

WHEREAS, the Common Council finds this Agreement is appropriate and in the best interests of the City.

WHEREAS, the Secretary finds the Agreement is appropriate and in the best interests of the State as the water main will provide the State with a back up method to supply water to Camp Rapid.

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

1. The City hereby agrees to donate and transfer ownership and possession to the State an existing 12" water line beginning at the connection tee of the existing City-owned 8" waterline, as shown on Exhibit 1, attached hereto and incorporated herein, located on land owned in fee by the State commonly known as "Camp Rapid," all in the NW1/4 NW1/4 Section 3, T1N, R7E, BHM, Pennington County, South Dakota.. Such donation shall be in an "as is" condition and transfer of possession shall occur upon the completion of the City's Canyon Lake Drive/Soo San Drive Water Main Project (W06-1562/CIP No. 50598).
2. The State hereby agrees to accept ownership of the above-described exiting 12" water main, shown on Exhibit 1, upon transfer of possession by the City.
3. Upon receipt of possession of the above-described 12" water main, shown on Exhibit 1, the State hereby agrees to assume full responsibility of the water main including any and all maintenance, repairs, or replacement of the water line and it appurtenances.
4. After transfer of possession the City agrees to the State provide State access to City water through use of the water main consistent with its municipal utility operations.
4. All of the terms and conditions herein set forth in this Agreement shall extend to and be binding upon the heirs, assigns, or successors in interest of the parties.

5. 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.

6. 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, State of South Dakota.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

The Department of Military and Veterans Affairs



Secretary and Adjutant General

