

AGREEMENT BETWEEN THE CITY OF RAPID CITY AND KENNETH ROSE REGARDING THE PAYMENT OF A PLANNED DEVELOPMENT FEE FOR PROPERTY LOCATED AT 2708 CACTUS DRIVE.

This Agreement is made and entered into by and between the City of Rapid City, a Municipal Corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City" and Kenneth Rose, who resides at 2708 Cactus Dr, Rapid City, South Dakota 57703, and will herein after be referred to as the "Applicant."

WHEREAS, the Applicant paid a planned development fee for property generally located at 2708 Cactus Drive in Rapid City; and

WHEREAS, the above property was annexed into the City in 2009; and

WHEREAS, the property was zoned mobile home residential with a planned development overlay; and

WHEREAS, the addition of the planned development overlay required the residents of the area to pay additional fees they otherwise would not have paid if the overlay was not in place; and

WHEREAS, the City Council has determined that the planned development overlay was not needed and should not have been placed on the properties at the time they were annexed into the City; and

WHEREAS, various landowners, including the Applicant, paid the planned development fee prior to the City Council's decision to remove the planned development overlay; and

WHEREAS, the landowners who have paid the planned development fee, including the applicant, have claimed that the fee was improperly paid; and

WHEREAS, the City Council has decided it is in the best interests of the City to settle any claims the landowners may bring to recover these fees.

NOW THEREFORE, the parties mutually agree as follows:

1. The City will pay the Applicant \$250.
2. In exchange for the payment described in paragraph 1 of this Agreement, the Applicant agrees to release, discharge and otherwise hold harmless the City and/or any of its officers and employees from any and all demands, damages, actions, causes of action, costs, expenses and compensation that the Applicant may now have or hereafter have, whether currently known or unknown, whether anticipated or unanticipated, arising in any way out of the payment of the planned development fee for the property located at 2708 Cactus Drive, Lot 31, Melody Acres #2 Subdivision. It is the intent of the parties that this Agreement shall release and discharge all claims that could have been brought by the Applicant related to these fees. It is not the intent of this Agreement to release any claims, demands, damages or causes of action for acts or omissions unrelated to the payment of these fees or that arise after the date of this Agreement.

