

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

WEX
1-29-13

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

This declaration of covenant and agreement (“Agreement”) is entered into this ____ day of _____, 2013, by and between LICH ENTERPRISES, INC. (“Landowner”), P.O. Box 1761, Rapid City, South Dakota, 57709, and the CITY OF RAPID CITY (“City”), a South Dakota municipal corporation, 300 Sixth Street, Rapid City, South Dakota, 57701.

WHEREAS, the Landowner hereby acknowledges that it is the owner of record of the property legally described as:

Lot B of Block Sixteen (16) of Trailwood Village Subdivision, as shown by the plat recorded in Book 32 of Plats on Page 42 in the Office of the Register of Deeds, Pennington County, South Dakota; and

WHEREAS, Landowner has constructed storm sewer improvements on a portion of Lot B; and

WHEREAS, the City would like to ensure that the perpetual maintenance, repair and replacement of the storm sewer improvements are the responsibility of the Landowner; and

WHEREAS, it is the intent of the Landowner and the City to enter into an agreement whereby the Landowner will agree to the perpetual maintenance, repair and replacement of the storm sewer improvements located on the property.

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

1. The Landowner hereby covenants and agrees to maintain, repair, and replace the storm sewer improvements located on a portion of Lot B of Block Sixteen (16) of Trailwood Village Subdivision. This covenant shall inure to the benefit of the parties and shall run with the land.

2. It is understood by the Landowner that the City's primary consideration for the final plat approval on the above described property is the Landowner's covenant and promise to maintain, repair, and replace the storm sewer improvements.

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 Landowner, and shall 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. This agreement shall be construed according to the laws of the State of South Dakota and any action concerning this agreement shall be venued in the Circuit Court for the Seventh Judicial Circuit, Rapid City, Pennington County, South Dakota.

7. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

8. If the Landowner is a corporation, it has the power to enter into this agreement and its officers signing for it have full power and authority to do so.

Dated this ____ day of _____, 2013.

CITY OF RAPID CITY

Sam Kooiker, Mayor

ATTEST:

Finance Officer

(SEAL)

LICH ENTERPRISES, INC.

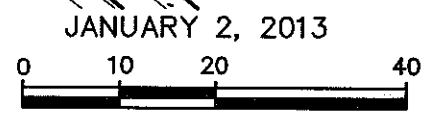
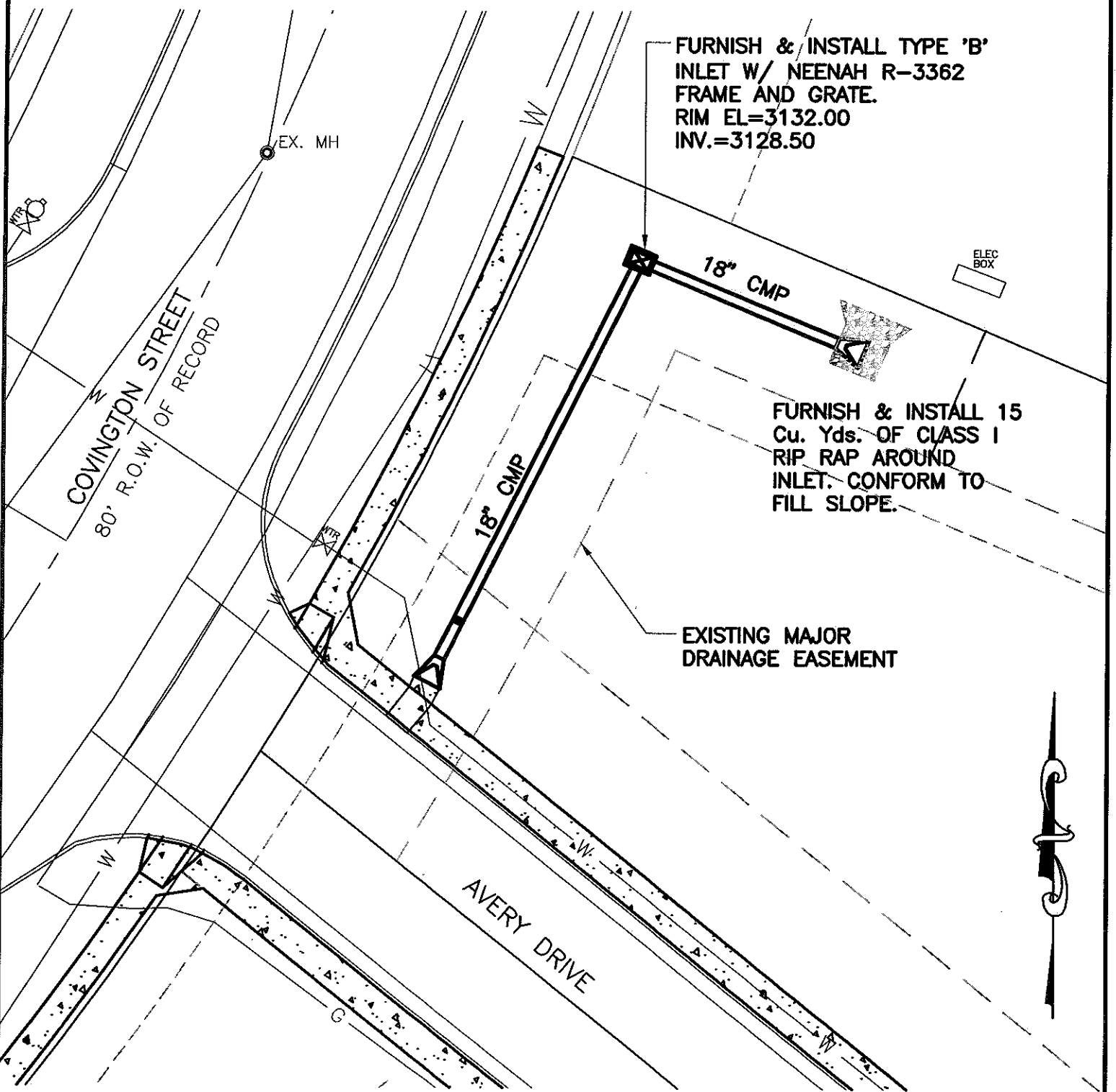
By: Janell J. Lich

Its: President

EXHIBIT 'A'

PROPOSED STORM SEWER 18" RCP TO 18" CMP PORTION OF LOT B OF BLOCK 16 TRAILWOOD VILLAGE

LOCATED IN THE SE¹/₄ OF THE SW¹/₄,
SECTION 10, T1N, R8E, B.H.M.,
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



JANUARY 2, 2013

SCALE: 1" = 20'

Legend

- Roads
 - Interstate
 - US highway
 - SD highway
 - County highway
 - Main road
 - Minor arterial
 - Collector
 - Ramp
 - Paved road
 - Unpaved road
 - FS Highway
 - Driveway
 - Paved Alley
 - Unpaved Alley
 - Unimproved road
 - Trail
 - Airport Runway
 - Not yet coded
- Township/Section Lines
 - 0
 - 7
- Tax Parcels
- Lot Lines
 - <all other values>
 - Lot Line
 - Parcel Line
- County Line



Scale: 1: 1,382

Map Notes:

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