

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

WGN  
4-16-14

## RELEASE AND HOLD HARMLESS AGREEMENT

For and in consideration of the City of Rapid City allowing connection to a private sanitary sewer main generally located within W. Rapid Street Right-of-Way in the vicinity of Canal Street and Oshkosh Street, TWR, LLC, a South Dakota limited liability company, hereinafter referred to as the "Landowner," does hereby fully release, acquit and forever discharge the CITY OF RAPID CITY, together with all of its agents, employees, successors, and assigns, all for the purposes herein referred to as "City," from any and all actions, causes of action, claims, demands, disabilities, known and unknown damages, losses, and expenses relating to any and all sewer problems that may arise on the real property legally described as:

Lots 1-6 and E½ of Vacated Canal Street Less Railroad Right-of-Way, Block Six (6) of Lampert's Addition No. 2, Section Thirty Five (35), Township Two North (T2N), Range Seven East (R7E) of the Black Hills Meridian (BHM), Rapid City, Pennington County, South Dakota.

It is understood that this Release and Hold Harmless Agreement is the compromise to allow connection to a private sanitary sewer main within W. Rapid Street Right-of-Way near the above mentioned property and is entered into to address possible future claims, the validity of which the City would dispute. The terms herein are not to be construed as an admission of liability on the part of the parties hereby released, by whom liability is expressly denied.

It is further agreed that the Landowner shall defend, indemnify, and save and hold harmless the City from any loss, liability, damage or cost they may incur arising out of or related to connection to a private sanitary sewer main within W. Rapid Street Right-of-Way near the above referenced property, whether caused by the actions or omissions of the City or otherwise.

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 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 provisions of South Dakota statutes.

This Release and Hold Harmless Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

The Landowner further states that it has carefully read the foregoing Release and Hold Harmless Agreement, knows and understands the contents thereof, and an authorized person has signed the same as its own free act.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF RAPID CITY

By: \_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, 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 so to do, executed the foregoing Release and Hold Harmless Agreement 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.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

TWR, LLC

By: Dave Gorsuch

Its: President/owner

State of South Dakota        )  
  ss.  
County of Pennington         )

On this the 5<sup>th</sup> day of May, 2014, before me, the undersigned officer personally appeared Dave Gorsuch, who acknowledged himself to be the President/owner of TWR, LLC, a South Dakota limited liability company, and that he, as such President/owner, being authorized so to do, executed the foregoing Covenant Agreement for the purposes therein contained by signing the name of TWR, LLC, by himself as Dave Gorsuch.

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

Brenda Hafner  
Notary Public, South Dakota

My Commission Expires:

**My Commission Expires  
March 13, 2015**

(SEAL)

