



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

PLANNING DEPARTMENT

300 Sixth Street

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MEMORANDUM

TO: Legal and Finance Committee

FROM: Blaise Emerson, Assistant Planning Director *BE*

DATE: September 7, 2000

RE: Release of Subdivision Agreement

The City has been requested to release a Subdivision Agreement for the property legally described as Tract G of the W-Y Addition. The property is located on the east side of Elk Vale Road and south of Interstate 90. In 1974, the City of Rapid City entered into an agreement with the owner of the subject property allowing the platting of the Tract G of W-Y addition without any of the required subdivision improvements. The agreement states no development of the property may occur until all required improvements are constructed. The property has subsequently been annexed into the City of Box Elder in 1997. The property has been replatted into two lots. The original Subdivision Agreement is still binding. A copy of the Agreement is attached.

The City Council must determine whether they wish to require installation of the subdivision improvements or release the surety agreement.



An agreement entered into this date between the City of Rapid City, a municipal corporation under the laws of the state of South Dakota, and the owner of the below described property.

The agreement covers the property legally described as:

A portion of W-Y Addition in the County of Pennington, including Tract G, located in SW $\frac{1}{4}$ of Section 27, T2N, R8E, B.H.M.

a plat of which has been approved by the Rapid City Common Council for purposes of transfer of title only.

The considerations for this agreement are the mutual covenants and agreements contained herein, and the approval of said plat by the City of Rapid City without the furnishing of bond.

It is specifically agreed that the seller, his heirs, or assigns shall be bound to this agreement with the City of Rapid City, and the seller agrees that he or any successor in interest will not apply for a building permit, or attempt to build or develop in any way the property covered by this agreement until such time as the seller, or his successor in interest has secured a replat of the property covered by this agreement from the City of Rapid City or until such time as the City of Rapid City is furnished a bond for the cost of all improvements in an amount and terms satisfactory to the City of Rapid City as determined by the planning commission and Common Council.

It is agreed that if the seller or any successor in interest breaches the terms of this agreement, any person who has any interest in said land shall be immediately liable to the City of Rapid City for the costs of all improvements required by the subdivision regulations of the City, that the Common Council of Rapid City deems necessary, and further that the seller or his successors in interest, as the case may be, shall be liable for all costs in enforcing this agreement, including reasonable attorney's fees.

It is agreed that the liability for improvement or costs of enforcement are a charge against said land and may be enforced in any manner provided by law, either against any person holding

an interest in the land or against the land.

It is further agreed that a copy of this agreement shall be filed with the Register of Deeds Office, and the City agrees to sign a release of this agreement, and to record said release with the same formality as this agreement at any time the actual improvements are completed, or satisfactory bond has been furnished to the City for said completion.

The improvements above shall include but not be limited to streets, sidewalks, curb and gutter, water, sewer and drainage, and nothing in this agreement shall be a bar to the City Assessing the property under the assessment laws of the State of South Dakota for any of said improvements.

It is further agreed that this agreement shall run with the land.

DATED at Rapid City, South Dakota this 5th day of

August, 1974

CITY OF RAPID CITY

BY: *Donald Good*
Mayor

WITNESSES:

BY: *W. E. Ackerman*
Finance Officer

RECORDED
INDEXED

Bessie White
Seller/Owner

Edith Yeager

W. E. Ackerman
Witness

STATE OF SOUTH DAKOTA, COUNTY OF PENNINGTON-SS. 52096 mps.
FILED THIS 31 DAY OF Aug 19 74 4:30 P.M. BOOK 118 PAGE 690
James J. ... DEPUTY
REGISTER OF DEEDS FEES \$ 3.00

State of South Dakota
County of Pennington

On this the 5th day of Aug, 1974, before me, *Frank L. Ackerman* the undersigned officer, personally appeared *Bessie White & Edith Yeager* known to me or satisfactorily proven to be the person or persons whose name(s) is(are) subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Frank L. Ackerman

My commission expires on June 18, 1978
FRANK L. ACKERMAN, Notary Public
Pennington County, South Dakota
My Commission Expires June 18, 1978

Receipt of a copy of this agreement is hereby acknowledged

W. E. Ackerman
Witness

Charles P. O'Neil
Purchaser