

## COST SHARING AGREEMENT

WHEREAS, Eldene K. Henderson (hereafter "Owner") 4525 N. Haines Avenue, Rapid City, South Dakota owns property located within the City of Rapid City legally described as:

Lot 7 and Lot 8 of Madison's Subdivision E1/2 SW1/4,  
Section 13, T1N, R7E, BHM, Rapid City, Pennington  
County, South Dakota.

; and

WHEREAS, Owner has applied for approval of a plat of the above legally described property; and

WHEREAS, the City of Rapid City (hereafter "City") requires certain improvements to be constructed as a condition of plat approval; and

WHEREAS, the Owner is required as a condition of approval of the plat to construct a sanitary sewer line along Lot 8 of the above described property before a plat can be approved; and

WHEREAS, City is willing to include the construction of the sanitary sewer within a road reconstruction project in the area; and

WHEREAS, the initial cost of construction the sanitary sewer is estimated at \$26,000.00; and

WHEREAS, Owner is willing to pay a portion of the total cost of the construction of the sanitary sewer.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, it is hereby agreed between the parties as follows:

- 1) The City will construct the sanitary sewer line in conjunction with the road reconstruction project along Lot 8.
- 2) The City will recognize this agreement as surety for the construction of the sewer line for purposes of final plat approval.
- 3) Owner will pay the City 1/4 of the total cost of the construction of the sewer line upon completion of the construction of the sewer line.
- 4) Owner agrees to pay within thirty (30) days of receiving a bill from the City.

5) The document constitutes the entire agreement of the parties. No other promises or consideration are included. All prior discussions are either merged herein or intentionally omitted.

DATED this 2nd day of February, 2004.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Eldene K. Henderson

ATTEST:

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

(SEAL)

State of South Dakota,        )  
  ) ss.  
County of Pennington.        )

**ON THIS DAY**, \_\_\_\_\_, 2004, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be Mayor and Finance Officer, respectively, of the **CITY OF RAPID CITY**, a municipal corporation, and that as such Mayor and Finance Officer, being authorized to do so, executed the foregoing instrument 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  
My Comm. Expires: \_\_\_\_\_

(SEAL)

State of South Dakota,        )  
  ) ss.  
County of Pennington.        )

**ON THIS DAY**, \_\_\_\_\_, 2004, before me, the undersigned officer, personally appeared Eldene K. Henderson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained by signing her name thereto.

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

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

(SEAL)