AGREEMENT BETWEEN THE CITY OF RAPID CITY AND ZANDSTRA CONSTRUCTION INC. AND TRIPLE Z REAL ESTATE DEVELOPMENT LIMITED PARTNERSHIP FOR THE COMPLETION OF SUBDIVISION IMPROVEMENTS.

This agreement is made and entered into by and between the City of Rapid City, herein after referred to as the "City," and Zandstra Construction Inc. and/or Triple Z Real Estate Development Limited Partnership herein after referred to as the "Developer."

WHEREAS, the Developer is seeking approval of a final plat for Jolly Lane located in an area legally described as:

SE ¼ of Section 16, T1N, R8E, BHM, Rapid City, Pennington County, South Dakota.

WHEREAS, the Developer has submitted a bond to secure the completion of the Jolly Lane extension and various other improvements as required by the City's subdivision regulations; and

WHEREAS, the City is requesting that the Developer provide a date by which the required improvements will be completed, or if they are not, the City can draw on the bond; and

WHEREAS, the Developer is willing to provide a final date for completion of the improvements so that the City will accept the bond which is a requirement for approval of the final plat.

NOW THEREFORE, the parties agree as follows:

1. This agreement pertains to subdivision bond #104759645 issued by Travelers Casualty and Surety Company of America.

2. The Developer agrees to complete the required extension of Jolly Lane on the above described property by July 15, 2008.

3. If the required improvements are not completed by July 15, 2008, the parties agree that the City has the option, if it so chooses, to draw on the above described bond and complete the improvements. The City will notify the Developer prior to drawing on the bond and will provide the Developer with a reasonable amount of time to complete the remaining improvements.

4. In exchange for the Developer's agreement to the terms contained in paragraph 1, 2 and 3 of this document, the City agrees to accept the bond submitted by the Developer.

5. The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be venued and litigated in the Circuit Court for the Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

Dated this ___ day of October, 2006.

Triple Z Real Estate/Zandstra Construction Inc.

By:
Its:

CITY OF RAPID CITY

_____
Jim Shaw, Mayor

ATTEST:

_____
Jim Preston, Finance Officer

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this _____ day of _____, 2006, before me, the undersigned officer, personally appeared Jim Shaw and Jim Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

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

_____
Notary Public, State of South Dakota
My Commission Expires:_____

[SEAL]

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this 11th day of October, 2006, before me, the undersigned officer, personally appeared Steve Zandstra, who acknowledged themself to be the Partner of Triple Z Real Estate/Zandstra Const. Inc. and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

Anna M. Oates
Notary Public, State of South Dakota
My Commission Expires: 1-23-2009

[SEAL]