

**AMENDED AGREEMENT BETWEEN THE
CITY OF RAPID CITY AND DOECK, LLC FOR THE
COMPLETION OF SUBDIVISION IMPROVEMENTS**

This agreement is made and entered into by and between the City of Rapid City, located at 300 Sixth Street, Rapid City, SD 57701, hereinafter referred to as "City," and Doeck, LLC, located at 2700 West Main Street, Rapid City, SD 57702, hereinafter referred to as "Developer."

WHEREAS, the Developer is seeking approval of a final plat for property legally described as:

Brookfield Subdivision, Phase II – Lots 16 through 23 of Block 1, Lots 1 through 5 of Block 3, Lots 1 through 10 of Block 4, Lots 1 through 16 of Block 5, Lots 1 through 6 of Block 6, Brookfield Subdivision, Located in the NE1/4 SE1/4 of Section 13, T2N, R7E, B.H.M., Rapid City, Pennington County, South Dakota;
and

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

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

WHEREAS, the parties previously entered into an agreement whereby the improvements were to be completed by August 15, 2009; and

WHEREAS, the Developer is requesting an extension of the completion date; and

WHEREAS, the City is willing to extend the date of completion to August 15, 2010; and

WHEREAS, the Developer is willing to commit to completing the improvements by August 15, 2010 so that the City will refrain from drawing on the bond at this time.

NOW THEREFORE, the parties agree as follows:

1. This Agreement pertains to Bond No. 929463611 issued by Western Surety Company.
2. The Developer agrees to complete the required subdivision improvements secured by the above bond by August 15, 2010.
3. If the required improvements are not completed by August 15, 2010, the parties agree that the City has the option, if it so chooses, to draw upon the above-referenced 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 paragraphs 1-3 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 September, 2009.

CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

Jim Preston, Finance Officer

(SEAL)

DOECK, LLC

BY: _____
Joe Muth, Member

State of South Dakota)
 ss.
County of Pennington)

On this _____ day of _____, 2009, before me, the undersigned officer, personally appeared Alan Hanks and James F. 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, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2009, before me, the undersigned officer personally appeared Joe Muth, who acknowledged himself to be the Member of DOECK, LLC, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of DOECK, LLC.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)