AGREEMENT

An Agreement entered into 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:

Tract B of Robbinsdale Addition No. 10 located in the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW¼NE¼SE¼), of Section Thirteen (13), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota

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

The consideration for this Agreement is 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 incurred by the City in enforcing this Agreement, including reasonable attorney's fees. It is agreed that the liability for improvements 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 the 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 from 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 this 18 day of Dec, 1995.

CITY OF RAPID CITY

By: Edward R. McLaughlin
Mayor

ATTEST:

Coleen J. Schmidt
Assistant Finance Officer

(SEAL)

WALGAR DEVELOPMENT CORP.

By: Gary Rasmusson

State of South Dakota)
SS.
County of Pennington)

On this the 20 day or December, 1995, before me, the undersigned officer, personally appeared Ed McLaughlin and Coleen J. Schmidt, who acknowledged themselves to be the Mayor and Assistant 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 instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

Attorney 12/8/95
Date

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

Jeri Lynn
Notary Public, South Dakota

My Commission Expires: 9-3-2003

(SEAL)

JERI LYNN NOTARY PUBLIC SOUTH DAKOTA

State of South Dakota)
SS.
County of Pennington)

On this the 11th day of December, 19 95, before me, the undersigned officer, personally appeared Gary Rasmusson, who acknowledged himself to be the President of Walgar Development Corp., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Susan H Weber
Notary Public, South Dakota

My Commission Expires: 4-13-2001

(SEAL)

SUSAN H. WEBER NOTARY PUBLIC SOUTH DAKOTA

Seal REGISTER OF DEEDS PENNINGTON COUNTY SOUTH DAKOTA

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MARLYS FABER
PENNINGTON COUNTY
REGISTER OF DEEDS