

**AGREEMENT BETWEEN CITY OF RAPID CITY AND LANDOWNER  
AUTHORIZING LANDOWNER TO CONNECT TO CITY WATER SYSTEM**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, (the "Landowner"), of 3400 N Elk Vale Road, Rapid City, South Dakota, 57701, and the **CITY OF RAPID CITY** (the "City"), a South Dakota municipal corporation, 300 Sixth Street, Rapid City, South Dakota, 57701.

WHEREAS, the Landowner hereby acknowledges he is the owner of record of property which is legally described as:

**Lot 1 (1) located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Twenty-two (22), Township Two (2) North, of Range Eight (8) East of the Black Hills Meridian, Pennington County, South Dakota.**

WHEREAS, the Landowner's property is currently served by hauling water; and

WHEREAS, the City has undertaken the Rapid City Sports Complex Phase I Project Number 12-1849/CIP Number 50792, which extended new water main adjacent to Landowner's property on N Elk Vale Road; and

WHEREAS, Landowner cannot connect to the City's water system until the construction project has been completed, accepted by the City, and a construction fee resolution approved by the City Council; and

WHEREAS, Landowner cannot connect to the City's water system until their Property has been annexed by the City; and

WHEREAS, it is beneficial for both Landowner and the City to allow connection to the City's water system once the water main has been constructed, which generally occurs prior to project acceptance and approval of a construction fee resolution; and

WHEREAS, it is beneficial for Landowner to connect to the City's water main prior to Annexation by the City; and

WHEREAS, the City and Landowner desire to enter into this Agreement in order to reduce their mutual understandings and agreements regarding the connection of Landowner's property to the City's water system to writing.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

1. The City hereby grants Landowner the right to connect to the City's water system prior to approval of a construction fee resolution.

2. Landowner agrees to be annexed by the City of Rapid City by January 1, 2016.
3. Landowner agrees to pay for the right to connect to the City's water system. The City will send the Landowner a bill for the cost of the Landowner's portion of the water main construction based upon the approved construction fee resolution. Landowner agrees to make payment within thirty days of issuance of the bill.
4. Should Landowner fail to make payment within the thirty days provided above, the City shall have all legal and equitable remedies provided by law to collect said payment. In the event City is forced to initiate collection, the Landowner agrees to be responsible for all costs of collection including reasonable attorneys' fees and costs, court costs, and interest on the construction fee at the rate of ten percent per annum.
5. Landowner agrees to defend, release, indemnify and hold City harmless from any and all liability arising from the connection of Landowner's connection to the City's water main by Landowner, its officers, directors, contractors, agents and/or employees.
6. Landowner agrees to obtain all applicable permits and follow all laws, ordinances, administrative rules, and regulations, including payment of all applicable fees relating thereto, when constructing his connection to the City's water system. The Landowner is also responsible for all costs associated with construction or reconstruction of the service line or lines from any building to the main or service stub as needed to provide facilities that comply with the City's standard specifications and ordinances.
7. At the time of connection, Landowner agrees to contact the City's utility billing department to confirm that an account has been set up in his/her name, and to provide all necessary information and assistance as may be required to set up such account.
8. All of the terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns, or successors in interest of the Landowner.
9. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written. This Agreement may only be amended by a written document duly executed by all parties.
10. This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the circuit court of Pennington County, State of South Dakota.



On this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned officer, personally appeared Terry Wolterstorff, Public Works Director of the City of Rapid City, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public – South Dakota  
My Commission Expires \_\_\_\_\_