

AGREEMENT

PW021302-10

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, hereafter called the "City," and **HARLEY F. TAYLOR** and **ADELE M. TAYLOR**, husband and wife, of 1323 South Dakota Avenue, Aberdeen, South Dakota, 57401, hereafter collectively called "Taylors."

Recitals

WHEREAS, Taylors own the NE1/4 of SW1/4 less Wildwood Subdivision and the E1/2 of NE1/4 of NW1/4 of SW1/4, Section 21, T1N, R7E, consisting of 43.000 acres more or less; and

WHEREAS, the City plans to construct a water transmission main in the E1/2 of NE1/4 of SW1/4 to connect the Carriage Hills area with a proposed transmission main to be constructed in the vicinity of North Wildwood; and

WHEREAS, it is understood that the permanent utility easement will be located in the E1/2 of NE1/4 of SW1/4 of the Taylor property. The easement will be thirty feet (30') in width and will run from the Curry easement north along the Taylors' eastern property line to the Taylors' northern property line opposite the City reservoir commonly known as the Southwest Reservoir, as shown on Exhibit "A" attached; and

WHEREAS, the City will hire a consultant to design the proposed water transmission main, and will expend money in doing so.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed as follows:

1. Taylors shall grant to the City concurrent with the execution of this Agreement a utility easement with a minimum width of thirty feet (30') as shown on Exhibit "A", attached hereto and incorporated herein by reference.

2. Because the Taylors would like to leave undisturbed as many mature trees as possible, the City agrees to design the alignment of the proposed water transmission main to minimize the impact on mature trees, the less extent reasonably possible.

3. The City will be allowed to establish and apply future connection fees for properties tapping the main. The City will collect all future connection fees at the time building permits are issued.

4. The City agrees to leave all large rock excavated from the construction of the water main on the owners' property.

5. The Taylors shall grant to the City a temporary construction easement for the purpose of constructing the water transmission main on their property. The temporary construction easement shall extend from the permanent easement's southern and western border an additional thirty feet (30') south and west as shown on Exhibit "B", attached hereto and incorporated herein by reference.

6. The City shall extend an eight inch (8") sanitary sewer from north Wildwood along the Curry easement to the Taylor property. At the Taylor property, the sewer main shall terminate with a cleanout. The City will be allowed to establish and apply future connection fees for properties connecting into or using said sewer. The City will collect all future connection fees at the time building permits are issued.

7. The City will allow Taylor, Inc. one (1) livestock water tap on the sixteen inch (16") water main constructed along the section line south of the Taylor, Inc. property, which provides water to the Red Rock Estates Subdivision. Taylor, Inc. does not have to be in the city limits to use said tap, and the City will waive the tapping permit fee for this tap. Taylor, Inc. will pay for water usage based on the City water billing structure.

8. The City shall perform all work in a workmanlike manner and as nearly as reasonably possible to return the surface of the ground to the condition as it existed prior to the

granting of this Agreement. This Agreement shall include the right to do those things reasonably necessary to effectuate its purpose.

9. This Agreement shall run with the subject property and shall be binding on the heirs, devisees, and assigns of each party.

DATED: _____, 2002.

DATED: _____, 2002.

CITY OF RAPID CITY, a municipal Corporation

TAYLORS:

By: _____
Jerry Munson, Mayor

Harley F. Taylor

ATTEST:

James F. Preston, Finance Officer

Adele M. Taylor

(SEAL)

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

ON THIS DAY, _____, 2002, before me, the undersigned officer, personally appeared Jerry Munson and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the **CITY OF RAPID CITY**, a municipal corporation, and that they, 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 Commission Expires:

(SEAL)

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

ON THIS DAY, _____, 2002, before me, the undersigned officer, personally appeared **Harley F. Taylor** and **Adele M. Taylor**, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE