

AGREEMENT

Agreement made this _____ day of _____, 2002, by and between Blake Batchelder and Terry Batchelder, (“Owners”), and the City of Rapid City, (“City”).

WHEREAS, Owners are constructing a drainage channel on their property; and

WHEREAS, the City is interested in participating in the construction of the channel; and

WHEREAS, the parties intend this agreement to formalize their relationship;

NOW, THEREFORE, it is agreed by and between the parties as follows:

**I.
PROPERTY**

Owners are the owners of certain real property legally described as:

Block One (1) of Lot Two (2) of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and of Lot Three (3) of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and Lot Two (2) of Deblen Subdivision, all in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota.

This property is more commonly known as 3602 South Highway 79.

A portion of the project described below will be constructed in railroad right of way adjacent to Lots One (1) and Two (2) of Deblen Subdivision.

**II.
AGREEMENT**

The parties agree as follows:

1. Owners shall be responsible for constructing a portion of the Meade/Hawthorne Basin Channel Element 87 which will consist of excavation, embankment, twenty-four inch (24") RCP installation, installation of riprap, gabion drop structures, site reclamation/revegetation, and site stabilization in accordance with the construction criteria and plans submitted to the City's engineering division.

2. Owners shall convey a drainage easement at no cost to the City as required to encompass all the improvements shown on the plans and shall assist the City in acquiring easements at no cost to the City from the owner of Lot One (1) and Two (2) of Deblen Subdivision.

3. Owners shall provide the construction plans and drainage report for the City's review and approval and shall provide a two-year warranty as provided for in the City of Rapid City's Standard Specifications for Public Works Construction.

4. The City will pay Twenty Thousand Eight Hundred Eighteen Dollars (\$20,818.00) to the Owners for the oversize portion of the drainage channel construction. Payment shall be made within thirty (30) days after the City of Rapid City has formally accepted the construction.

OWNERS:

Blake Batchelder

Terry Batchelder

CITY OF RAPID CITY

By: _____
Jerry Munson, Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
) SS.
County of Pennington)

ACKNOWLEDGMENT

On this the _____ day of _____, 2002, before me, the undersigned officer, personally appeared Blake Batchelder and Terry Batchelder, 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)

State of South Dakota)
) SS. ACKNOWLEDGMENT
County of Pennington)

On this the _____ day of _____, 2002, before me, the undersigned officer, personally appeared Terry Batchelder, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he 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)

State of South Dakota)
) SS. ACKNOWLEDGMENT
County of Pennington)

On this the _____ day of _____, 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 so to do, executed the foregoing 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)

Prepared By: CITY ATTORNEY'S OFFICE