

AGREEMENT

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, hereafter called the "City," and **H. L. SHELTON**, of 3500 Sheridan Lake Road, Rapid City, South Dakota, 57702, hereafter called "Shelton."

Recitals

WHEREAS, Shelton owns Lot One (1) and Lot Two (2), Block One (1), Sundance Ridge Subdivision, Township 1 North, Range 7 East, Black Hills Meridian, Pennington County, South Dakota, consisting of 3.068 acres more or less; and

WHEREAS, the City plans to construct the "Sheridan Lake Road and Sunset Vista Road Watermain Extension" Project No. W00-947 which is a water transmission main along Sheridan Lake Road and Sunset Vista Road which in turn fronts some or all of the above-described property. The water transmission main will connect the Broadmoor area to the southwest pressure zone. This connection will provide service to approximately thirty-two (32) new or recently developed lots off of Huntington Lane, Minnewasta Road, and Harney Drive. In addition, it will provide the City an opportunity to increase the water pressure for approximately forty-three (43) existing customers that frequently experience water pressures less than 40 psi. In addition to providing better water pressure, the line will also provide better fire protection for approximately sixty-five (65) existing customers plus the thirty-two (32) new or recently developed lots.

WHEREAS, it is understood that a permanent utility easement will be located along the west and north side of the Shelton property. The easement along the west front will be fifteen feet (15') in width and will run along the property line fronting Sheridan Lake Road. The

easement along the north side will be twenty feet (20') in width and will run and along the property line fronting Sunset Vista Road 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 Shelton shall grant to the City a permanent utility easement for the above-described project.
- 2 The water main is anticipated to be constructed in the spring of 2003, and construction is anticipated to be completed prior to September 2003
- 3 The easement will be for a permanent installation of a water main and will be so noted on the easement exhibit
- 4 The easement width will not exceed fifteen (15) feet in width along Sheridan Lake Road and twenty (20) feet along Sunset Vista Road
- 5 The existing split rail fence will be removed and reset in its current location to meet the highest standards possible. In this regard, the fence shall be reset in as good or better condition and new materials installed as necessary to meet these results
- 6 All areas disturbed (construction and temporary easements) will be reseeded with a native grass and wildflower mix. The seeded areas will be watered at a rate of 1" per week. The weekly watering shall be accomplished using three (3) separate waterings per week, i.e. Mon. 1/3", Wed. 1/3", and Fri. 1/3". If the seeding is completed in April, the watering shall be done by the City for a minimum of one (1) month after which time the landowner will be

responsible. If seeding is completed after April, then the City's watering responsibility shall be extended to two (2) months after which time the landowner will be responsible.

7. The City shall reconnect Shelton's water service line to the new water main. This reconnection will put the Shelton's property on the southwest water system which will provide water at a higher pressure and allow the property owner to eliminate his pressure pump. The City will install a new curb stop at the property/easement line.

8. The existing slopes on the south side of Sunset Vista along the proposed easement area will be regraded at 3:1's and vegetated to eliminate the unsightly vertical banks. It is understood that additional temporary construction easements may be necessary in order to complete this item and additional tree clearing may be necessary. In order to provide 3:1 side slopes, some trees may need to be removed. The City and the Sheltons shall agree on trees to be removed or adjust the side slope grading to avoid any trees needing to be removed just for grading.

9. No assessment, impact fee, or connection fee associated with this project will be charged to Shelton to connect his existing home to the new water main.

10. Access to Shelton's home will be maintained at all times.

1. Shelton will be afforded the opportunity to review the construction plans at both the 65 and 95 percent completion stage.

12. Shelton recognizes the need for and agrees to sign a temporary construction easement in addition to the permanent water main easement. In general, the temporary construction easement will be an additional fifteen feet (15') beyond the permanent easement and will expire by September 2003.

13. The City shall perform all work in a workmanlike manner and as nearly as reasonably possible return the surface of the ground to the condition as it existed prior to the granting of this Agreement or to the contours agreed to under item No. 8. This Agreement shall include the right to do those things reasonably necessary to effectuate its purpose.

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

DATED: _____, 2002.

DATED: 3-31-03, ~~2002~~.

CITY OF RAPID CITY, a municipal
Corporation

SHELTON:

By _____
Jerry Munson, Mayor

H. L. Shelton
H. L. Shelton

ATTEST:

James F. Preston, Finance Officer

(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, March 31st, 2002, before me, the undersigned officer, personally appeared H. L. Shelton, 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, hereunto set my hand and official seal.

Karen Jones
Notary Public

My Commission Expires: July 2008

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE

AS 1-8-03

37-10F

APPROX.
20' WIDE
EASEMENT
AREA

No. PW041503-09

SUNSET VISTA RD.

RD.

17-001

204.82

18-002

"A"

19-003

167.45

20-004

APPROX.
15' WIDE
EASEMENT
AREA

"B"

2-001

1.62

Pl. Tr. B

Pl. -004

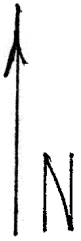
Pl. 12.29

N

38.20

127

EXHIBIT A
10F2



APPRDX. 20' WIDE EASEMENT AREA

1 NE 1/4 SEC. 15-IN-7E

1 NE 1/4 SEC. 15-IN-7E

3. PLAT OF LOTS 1, 2 & 3

PLAT OF TR. SB

PLAT OF LOTS 1BR AND 1BR2

40'

NOTE
EASEMENT
WILL STOP
±40' FROM
EAST PROPERTY
LINE

"A"

L. 001
L. 45

PL. Tr. B