

AGREEMENT

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, hereafter called the "City," and **CARL J. DUWENHOEGGER** and **VALERIE DUWENHOEGGER**, of 6733 Green Oak Lane, Rapid City, South Dakota, 57703, hereafter called "Duwenhoegggers."

Recitals

WHEREAS, Duwenhoegggers own Lot Sixteen (16), Block Two (2), Plat No. 2 Green Valley Estates, located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota, and Lot One (1), Block Three (3), Plat No. 3 Green Valley Estates, located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota; and

WHEREAS, the City plans to construct the "Project No. WRF 02-1195, Water Line Installation"; and

WHEREAS, it is understood that permanent water main easements will be located along twenty feet (20') of the Duwenhoegggers' property. The easements will be twenty feet (20') in width and are shown on Exhibits "A" attached; and

WHEREAS, it is understood that temporary construction easements will be located on the property, as more fully shown on Exhibits "A", attached;

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

1. Duwenhoegggers shall grant to the City temporary construction easements and permanent water main easements for the above-described project.

2. The permanent water main easements width will not exceed twenty feet (20') in width.

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

4. The City shall pay to Duwenhoegggers the sum of Five Thousand Dollars (\$5,000.00) in consideration for this Agreement.

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

6. This document constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

7. Any dispute arising out of or related to this Agreement shall be litigated in the Seventh Judicial Circuit Court for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.

DATED: _____, 2003.

DATED: _____, 2003.

CITY OF RAPID CITY, a municipal Corporation

DUWENHOEGGERS:

By _____
Jim Shaw, Mayor

Carl J. Duwenhoegger

ATTEST:

James F. Preston, Finance Officer

Valerie Duwenhoegger

(SEAL)

