

AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE RAPID VALLEY SANITARY DISTRICT REGARDING WATER AND SEWER SERVICE TO LOTS 1-5 OF BLOCK 3, HOMESTEAD PLAZA SUBDIVISION.

This agreement (hereinafter referred to as "Agreement") is made and entered into by and between the City of Rapid City, a municipal corporation located at 300 Sixth Street, Rapid City, SD 57701 (hereinafter referred to as "City") and the Rapid Valley Sanitary District, a sanitary district incorporated pursuant to South Dakota Codified Law 34A-5 (hereinafter "RVSD").

WHEREAS, Dream Design International, Inc. has submitted an application for a Preliminary Plat on a parcel of land with the following proposed legal description:

Lots 1-5 of Block 3 of Homestead Plaza Subdivision, located in the S1/2NW1/4 and in the N1/2SW1/4, Section 3, T1N, R8E, BHM, Rapid City, Pennington County, South Dakota;

and

WHEREAS, prior to preliminary plat approval, the Developer must demonstrate that adequate water and sewer service are available to serve the proposed lots; and

WHEREAS, proposed lots 1, 2, and 3 are located within the City's service area; and

WHEREAS, proposed lots 4 and 5 are located in RVSD's service area; and

WHEREAS, the City and RVSD agree that it would be in both parties' best interests for the five lots to be served with City water and sewer; and

WHEREAS, the homes on the five lots will be connected to the City's water distribution system; and

WHEREAS, the sewer for the five lots will flow into RVSD's sewer mains at DeGeest Drive; and

WHEREAS, the City has agreed to handle the billing and maintenance for both water and sewer service to all five lots, and the owners of the homes on the five lots will be City customers.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. The homes on Lots 1-5 of Block 3, Homestead Plaza Subdivision shall receive City water and sewer service.

2. The homes on all five lots shall be connected to the City water distribution system.
3. The homes on all five lots will be on the City sewer system. The sewer will flow into RVSD's sewer main at DeGeest Drive.
4. The homes on all five lots will be City customers for water and sewer service. The City shall handle the billing and maintenance for the water and sewer service to the five lots.
5. The parties may undertake any legal or equitable action available to enforce the provisions of this Agreement.
6. If any section(s) or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if they can be given effect without the invalid section(s) or provision(s).
7. This Agreement shall be construed according to the laws of the State of South Dakota. Any action concerning this Agreement shall be venued in the Circuit Court for the Seventh Judicial Circuit, Rapid City, South Dakota.
8. If either party is a corporation, it has the power to enter into this agreement and its officers signing for it have full power and authority to do so.

Dated this _____ day of _____, 2008.

CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

Finance Officer
(SEAL)

Rapid Valley Sanitary District

By: Anthony August
Its: Chairman of board

State of South Dakota)

SS.

County of Pennington)

On this the _____ day of _____, 2008, before me, the undersigned officer, personally appeared Alan Hanks 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 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, South Dakota

My Commission Expires:
(SEAL)


State of South Dakota)

SS.

County of Pennington)

On this the 13 day of October, 2008, before me, the undersigned officer, personally appeared Anthony Dupont, who acknowledged himself to be the Chairman of the Rapid Valley Sanitary District, and that he, as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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



Notary Public, South Dakota

My Commission Expires: April 29, 2010
(SEAL)

08PL098

PLAT OF

LOTS 1-5 OF BLOCK 3, HOMESTEAD PLAZA SUBDIVISION AND DEDICATED RIGHT-OF-WAY OF BIG SKY DRIVE

(formerly A Portion of Tract A of F&N Subdivision &
the Balance of the SE1/4 of the NW1/4)
LOCATED IN THE NE1/4 OF THE SW1/4
& THE SE1/4 OF THE NW1/4
SECTION 3, T1N, R8E, BHM
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA

RECEIVED

SEP 12 2008

Rapid City Growth
Management Department

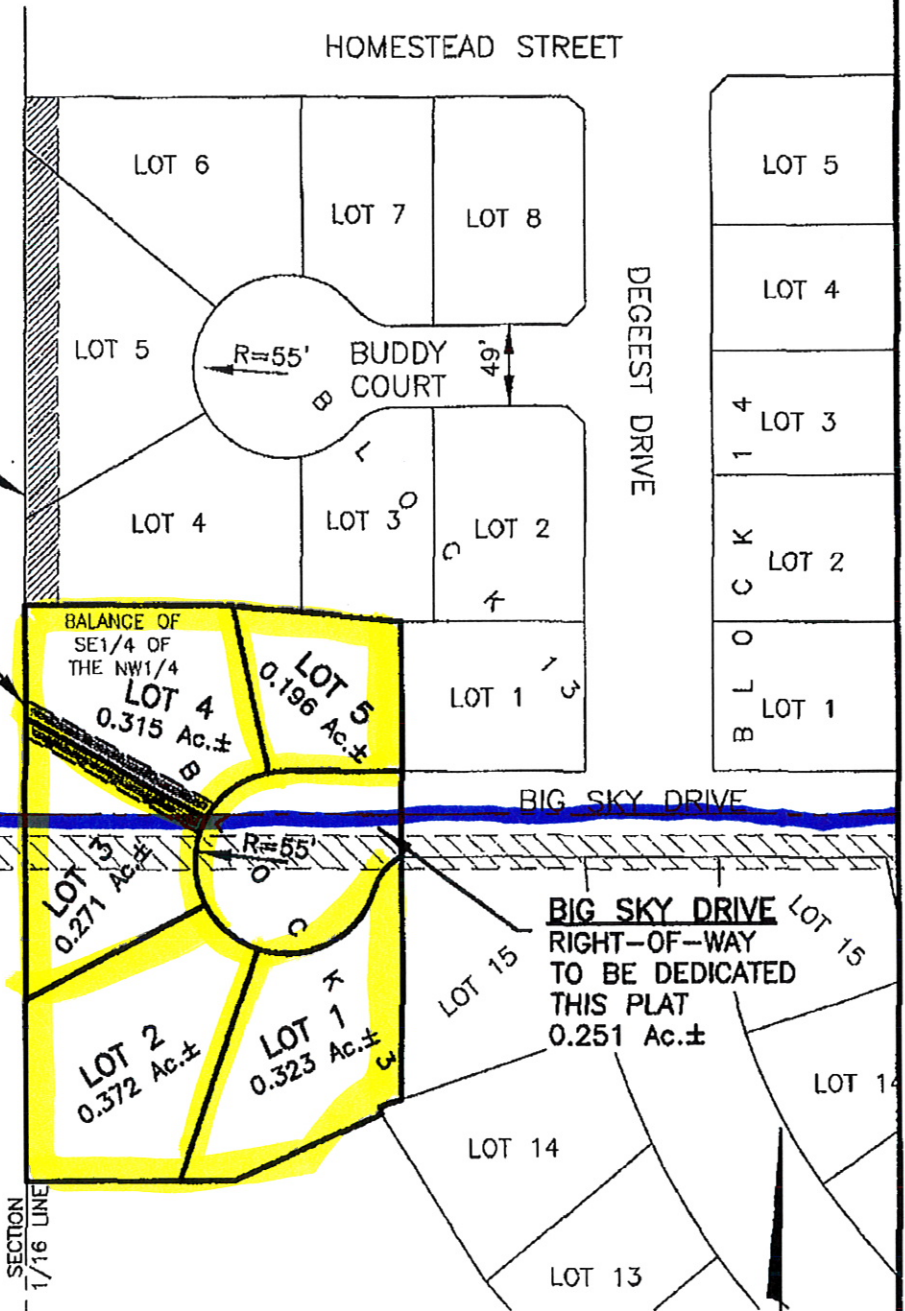
BALANCE OF
E1/2 OF THE SW1/4 OF
THE NW1/4

20' WIDE MAJOR DRAINAGE
EASEMENT AS SHOWN IN
PLAT BOOK 31, PAGE 131

WATER LINE
EASEMENT TO
BE CREATED
THIS PLAT

PERMANENT WATERLINE AND
SANITARY SEWER LINE
EASEMENT AS SHOWN IN
MISC. BOOK 58, PAGE 6417

BALANCE OF
TRACT A OF
F&N SUBDIVISION



CITY HALL 1903

Renner & Associates, LLC.

616 Sixth St. * Rapid City, SD 57701 * 605/721-7310
FAX: 605/721-7313 * E-MAIL: Gary@RennerAssoc.com
* Spearfish 605/717-0016 *

JULY 2, 2008
SCALE: NTS