

PREPARED BY: City's Attorney Office  
300 Sixth Street  
Rapid City, SD 57701  
(605) 394-4140

WCA  
10-10-13

## RELEASE AND HOLD HARMLESS AGREEMENT

For and in consideration of the City of Rapid City allowing connection to a private sanitary sewer main generally located within Oshkosh Street Right-of-Way between West Omaha Street and West Rapid Street, M HILL BUSINESS PLAZA, LLC, hereinafter referred to as the "Landowner," does hereby fully release, acquit and forever discharge the CITY OF RAPID CITY, together with all of its agents, employees, successors, and assigns, all for the purposes herein referred to as "City," from any and all actions, causes of action, claims, demands, disabilities, known and unknown damages, losses, and expenses relating to any and all sewer problems that may arise on the real property legally described as:

A Tract of land 147 feet square in the southeast corner of Gateway Addition to the City of Rapid City, Pennington County, South Dakota, which tract adjoins, on the north, Block 1 of Lampert's Addition No. 2; TOGETHER with a strip 3 feet by 147 feet which abuts on the north of said tract of land, pursuant to Resolution recorded in Misc. Book 89, Page 267; and Lots 1 through 5, Block 18, Gateway Addition to the City of Rapid City, Pennington County, South Dakota, EXCEPTING therefrom that portion of said Lot 1, Block 18, Gateway Addition beginning at the northwest corner of said Lot 1 and running thence south along the west line of said lot a distance of 20 feet, thence east at right angles to the said west line of said lot a distance of 35 feet, thence north to the north line of said lot a distance of 20 feet, thence west along the north line of said lot a distance of 35 feet, to the point of beginning, as evidenced by deeds recorded in Deed Book 52, Page 53 and Deed Book 156, Page 518, but INCLUDING the east 5 feet of a tract of land 20 feet by 40 feet located in the northwest corner of Lot 1, Block 18, Gateway Addition, as conveyed in deed recorded in Deed Book 156, Page 518, and TOGETHER with that portion of the 20 foot wide street right of way and alley abutting the south side of Lot 5, Block 18 Gateway Addition and abutting the east side of Lots 1 through 5, Block 18 of Gateway Addition, which reverted by law pursuant to Resolution of Vacation recorded in Book 17, Page 1253 and as corrected by Resolution recorded in Book 17, Page 2136 and conveyed in Book 17, Pages 1932, 1933 and 2004.

It is understood that this Release and Hold Harmless Agreement is the compromise to allow connection to a private sanitary sewer main within Oshkosh Street Right-of-Way near the



and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Release and Hold Harmless Agreement for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

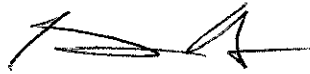
IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

M HILL BUSINESS PLAZA, LLC

By:   
Its: managing member

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the 11<sup>th</sup> day of October, 2013, before me, the undersigned officer personally appeared Bradley H. Estes, who acknowledged himself to be the Managing Member of M HILL BUSINESS PLAZA, LLC, and that he, as such Managing Member, being authorized so to do, executed the foregoing Release and Hold Harmless Agreement for the purposes therein contained by signing the name of M HILL BUSINESS PLAZA, LLC by himself as Managing Member.

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

  
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Notary Public, South Dakota

My Commission Expires: 07/17/2018

(SEAL)