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COVENANT AGREEMENT BETWEEN CITY OF RAPID CITY  
AND DOECK LLC REGARDING MAINTENANCE OF  
STORM WATER DETENTION POND LOCATED IN LOT 14,  
BROOKFIELD SUBDIVISION

THIS DECLARATION OF COVENANT AND AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Doeck LLC, a South Dakota limited liability company, of 1717 North Sanborn Blvd., Mitchell, South Dakota 57301 (“Landowner”), and the City of Rapid City, South Dakota, a South Dakota municipal corporation, 300 Sixth Street, Rapid City, South Dakota 57701 (“City”).

Landowner hereby acknowledges that it is the owner of record of the property in Rapid City, South Dakota, which is legally described as:

Lots Nine through Fourteen (9-14) of Block One (1), Lots Ten through Thirteen (10-13) of Block Two (2), Lot Twelve (12) of Block Four (4), Lots Seven through Twelve (7-12) of Block Six (6), Lots One through Eleven (1-11) of Block Seven (7), and Lots One through Nineteen (1-19) of Block Eight (8), Brookfield Subdivision (formerly a portion of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Thirteen (13)), located in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Thirteen (13), Township Two (2) North, Range Seven (7) East, B.H.M., Rapid City, Pennington County, South Dakota.

WHEREAS, Landowner is seeking approval of a final plat; and

WHEREAS, Lot Fourteen (14), Block One (1) will be utilized for a major drainage easement to provide storm water treatment for the Landowner’s proposed development; and

WHEREAS, as a condition of approval for the final plat, the Landowner agrees to enter into a recorded Covenant Agreement identifying the maintenance responsibility for the storm water detention pond.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Landowner hereby covenants and agrees that it shall maintain the storm water detention pond.

2. Landowner will keep the storm water detention pond free from improvements and obstructions, including any buildings, hedges, trees and shrubs which could interfere with or affect drainage. It is the responsibility of Landowner to prevent soil erosion and accumulation of sediment within the storm water detention pond and to insure that Lot Fourteen (14) is maintained, mowed and rakes, all as required to allow the drainage improvements to function properly.

3. Landowner hereby covenants and agrees to defend, indemnify and hold the City harmless from all claims relating to the storm water detention pond.

4. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling without regard to the principles of conflict of laws. Any legal action arising out of or relating to this Agreement shall be brought only in the Circuit Court for the State of South Dakota, Seventh Judicial Circuit, Pennington County, South Dakota.

5. The City may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this Agreement or its subdivision regulations in connection with this Agreement, the undersigned, heirs, assigns or successors in interest agree the City may recover from the owner of said property its reasonable expenses, including attorney's fees incurred with respect to said action.

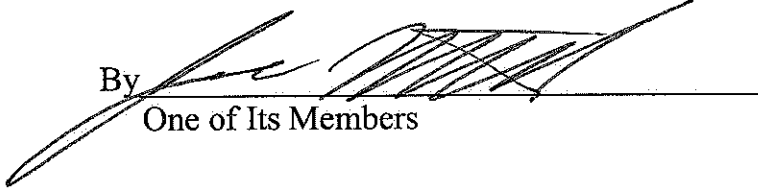
6. All of the terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns, or successors in interest of Landowner, and be considered as a covenant running with the above described property. Furthermore, it is agreed that, in accepting title to the above described property, any grantee, heir, assign or successor in interest to the undersigned expressly agrees to be bound by the terms of this Agreement recorded with the Pennington County Register of Deeds' Office pursuant to provisions of South Dakota statutes.



Restrictions have been transferred from Developer to individual owners, then at that time, modifications of these Covenants shall revert to being modified upon the vote of seventy percent (70%) of the lot owners hereof, and the Developer will no longer be required to approved such modifications.

IN TESTIMONY WHEREOF, Developer has caused these presents to be executed the day and date first above written.

DOECK LLC

By  One of Its Members

STATE OF SOUTH DAKOTA  
SS  
COUNTY OF PENNINGTON

On this the 5<sup>th</sup> day of March, 2014, before me, the undersigned officer, personally appeared Joe Muth, who acknowledged himself to be one of the Members of Doeck LLC, a South Dakota limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as a Member.

In Witness Whereof I hereunto set my hand and official seal.


  
Notary Public

My Commission Expires:

My Commission Expires  
March 13, 2015



APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

 3-5-14  
Attorney Date