

AGREEMENT TO ALLOW STORM WATER QUALITY TREATMENT POND IN
DRAINAGE EASEMENT

This agreement to allow a storm water quality treatment pond is made and entered into this June ____, 2014, by and between the City of Rapid City, South Dakota, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as “City” and The Dakota District of the Wesleyan Church, Inc., 18157 U.S. Highway 14, Sundance, Crook County, State of Wyoming 82729, hereinafter referred to as the “Owner.”

Whereas Owner owns the following described property:

MacArthur Subdivision, Block 2, Lots A, C, E, F, G, 6, 7, 8, 9, 10, 11, 12 & 13 of Section 25, Township 2 North, Range 7 East, City of Rapid City, Pennington County, Black Hills Meridian, South Dakota, subject to any and all easements, restrictions, covenants, and rights of way of record

Whereas Owner is constructing a He Sapa Life Family Life Center on the above described property and as part of the project desires to place a storm water quality treatment pond on said property. The City maintains a 72” storm sewer pipe and drainage easement on the above described property, where Owner wishes to locate a storm water quality treatment pond.

Now, therefore, the Owner hereby requests permission from the City of Rapid City to place a storm water quality treatment pond on top of the 72” storm sewer pipe and within the existing minor drainage and utility easement previously dedicated on Plat Book 16, Page 72.

In consideration for the City granting permission to construct a storm water quality treatment pond on the above described property, the Owner hereby gives the City or any of its authorized contractors the right to enter upon the property to maintain the storm sewer pipe, including excavating upon any property necessary to maintain the storm sewer pipe, and that it or its authorized contractors may at any time and for any reason perform work on the storm sewer pipe, and that the City or its authorized contractors shall have no liability to Owner for any damage to the property or pond, and that the Owner shall be responsible for any costs incurred in repairing or replacing the pond. The Owner shall inform any successor Owner of the terms and conditions of this Agreement.

The City hereby grants Owner permission to construct a storm water quality treatment pond on said property subject to the terms and conditions set forth in this Agreement.

CITY OF RAPID CITY

THE DAKOTA DISTRICT OF THE
WESLEYAN CHURCH, INC.

By: _____
Mayor

President

ATTEST:

Finance Officer

APPROVED AS TO FORM
CITY ATTORNEY S OFFICE

Attorney Date

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF PENNINGTON)

On this June ____, 2014, before me the undersigned notary public, personally appeared Larry Salway, who acknowledged himself to be the President of The Dakota District Of The Wesleyan Church, a non-profit corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein, signing the name of The Dakota District Of The Wesleyan Church, by himself as its President.

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

Notary Public, South Dakota
My commission expires: _____

(SEAL)

