

AGREEMENT

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, hereafter called the "City," and **JEFFREY BENDT**, c/o Rapid City Medical Center, 2820 Mt. Rushmore Road, Rapid City, South Dakota, 57701, hereafter called "Bendt."

WHEREAS, the City desires to locate a water well in the area of Catron Boulevard and Sheridan Lake Road; and

WHEREAS, the City has an interest in preserving and protecting the drainage easement which constitutes a significant portion of Lot One (1) of Block Four (4) of the Stoney Creek Subdivision; and

WHEREAS, Bendt is in the process of developing the Stoney Creek Subdivision; and

WHEREAS, Lot One (1) of Block Four (4) of the Stoney Creek Subdivision is a mutually agreeable location for the City's water well;

NOW, THEREFORE, in consideration of Bendt conveying to the City Lot One (1), Block Four (4), Stoney Creek Subdivision Phase 1, located in Section 22, Township 1 North, Range 7 East of the Black Hills Meridian, Rapid City, Pennington County, South Dakota, as shown on the plat filed in the Office of the Pennington County Register of Deeds on March 7, 2001, in Book 30, Page 4, it is mutually agreed by Bendt and the City as follows:

1. The City will construct at its expense an eight foot (8') wide bike path and concrete curb and gutter parallel to Catron Boulevard from the beginning of the lot to the corner of Bendt Drive.
2. The City will also construct a four foot (4') wide sidewalk along Bendt Drive on the western lot line of Lot One (1), Block Four (4) continuing along the south side of Harvard Avenue along the northern lot line at the corner of Lot One (1), Block Four (4) and Lot Two (2) Block Four (4).
3. Bendt will remain responsible for drainage improvements in accordance with the plans and specifications for the Stoney Creek Subdivision.
4. Bendt agrees to comply with all other City requirements for drainage, including, but not limited to, erosion control and air quality.

5. Responsibility for maintenance of the sidewalk and bike path (including snow removal) shall rest with the City.

Dated this ____ day of _____, 2001.

CITY OF RAPID CITY

By: _____
Jerry Munson, Mayor

ATTEST:

James F. Preston, Finance Officer

(SEAL)

By: _____
Jeff Bendt

State of South Dakota)
 SS.
County of Pennington)

On this the ____ day of _____, 2001, before me, the undersigned officer, personally appeared Jerry Munson 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 _____ day of _____, 2001, before me, the undersigned officer, personally appeared Jeff Bendt, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE