

## **AGREEMENT TO ALLOW IMMEDIATE SEWER HOOK-UP**

This Agreement is made and entered into by and between the City of Rapid City (herein after "City"), located at 300 Sixth Street, Rapid City, South Dakota, 57701 and Joe and Ardie Crawford (herein after "Crawfords"), located at 4302 S. Hwy 79, Rapid City, South Dakota, 57701.

WHEREAS, Crawfords want to immediately connect to the City sewer system; and

WHEREAS, the City does not normally allow connection to the City sewer system until a supplemental tap fee has been paid for the connection; and

WHEREAS, the reason the Crawfords cannot currently connect to the City sewer system is that the City has yet to determine the exact amount of the supplemental tap fee for the service area the Crawfords are located in; and

WHEREAS, the Crawfords are willing to pay to the City the supplemental tap fee once the City has determined what the amount of the fee will be.

NOW THEREFORE, the parties agree as follows:

1. That the Crawfords will be allowed to immediately connect to the City sewer system, without having to pay the supplemental tap fee prior to connecting to the system, for their property generally located at 4302 S. Hwy 79 and legally described as:

Lot C of Northwest One-Fourth (NW1/4) of the Southwest One-Fourth (SW1/4) of Section Seventeen, Township One North (T1N), Range Eight East (R8E), Black Hills Meridian, Rapid City, Pennington County, South Dakota.

2. The Crawfords acknowledge that they still are responsible for paying the supplemental tap fee and in exchange for the City allowing an immediate connection to the City sewer system they agree to pay the supplemental tap fee once the City has determined the amount of the fee and they are billed for such.

3. Both parties acknowledge that the City does not have any duty to provide the Crawfords with immediate connection to the City sewer system and that allowing immediate connection to the system is sufficient consideration for this Agreement.

4. This Agreement constitutes the entire agreement of the parties. No other writings or negotiations are part of this document.

5. The parties rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be litigated, and venued, in the Circuit Court of the

Seventh Judicial Circuit for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Joe Crawford

\_\_\_\_\_  
Ardie Crawford

State of South Dakota    )  
  SS.  
County of Pennington    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned officer, personally appeared Joe Crawford, 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)

State of South Dakota    )  
  SS.  
County of Pennington    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned officer, personally appeared Ardie Crawford, 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)