

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

STATE OF SOUTH DAKOTA     )  
  ) SS.         **COVENANT AGREEMENT**  
COUNTY OF PENNINGTON     )

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, located at 300 Sixth Street, Rapid City, South Dakota, 57701 (herein after referred to as the "City") and **JAMES** and **CORI PARKER** of 31 St. Charles Street, Rapid City, South Dakota, 57701 (herein after referred to as the "Parkers").

**WHEREAS**, the Parkers own land immediately adjacent to the north property line of Dinosaur Park, generally described as 880 Skyline Dr. and legally described as:

Lot A, on the East Side of Block Thirteen (13), located in Section Two (S2), Township One North (T1N), Range Seven East (R7E), Black Hills Meridian, Rapid City, Pennington County, South Dakota.

**WHEREAS**, the Parkers have constructed a home on the above described property and want to connect to City water along Skyline Drive; and

**WHEREAS**, the City has a concessions building at Dinosaur Park that does not have water service that conforms with City standards nor does it have a fire hydrant; and

**WHEREAS**, in order to provide fire protection and have the water service to the concessions building comply with City standards, the City wants to construct an 8" water main across portions of Lot A to an existing water main located in the right of way north of Lot A; and

**WHEREAS**, it is understood that in order for this path to work a permanent water main easement may be needed across portions of Lot A.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions herein set forth herein, it is agreed as follows:

1. The Parkers shall grant to the City a water main easement with a minimum width of twenty feet (20') across the north end of Lot A as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

2. Parkers shall also grant to the City a water main easement running along the western property line of Lot A. This easement shall not be more than ten feet (10') in width and would commence at the southern property line of Lot A and run in a northerly direction until it

intersected with the City's easement across the northern tip of Lot A as also shown on Exhibit "A".

3. The City will not charge a fee to connect to the water main running across Lot A, for any connections made for Lot A.

4. The City will be allowed to establish and apply future connection fees for properties tapping the main other than Lot A.

5. The financial responsibility for design and construction of the water main will be divided as follows; the City will pay for 63% of the design and construction costs (estimated at \$41,520) and Parkers will pay for 37% of the design and construction costs (estimated at \$24,480). The percentages of cost and estimates are based on connecting the Parkers' residence and the concession building to the proposed water main.

6. Parkers' will pay the consultant for the design of the water main and a credit for the City's portion of this cost will be factored into the final construction cost breakdown, at which time the Parkers will reimburse the City for their share of the construction costs minus the City's share of the design costs.

7. The City shall perform all work in a workmanlike manner and as nearly as reasonably possible return the surface of the ground to the condition as it existed prior to construction. This Agreement shall include the right to do those things reasonably necessary to effectuate its purpose.

8. The Parkers shall grant to the City any reasonable temporary construction easements that are necessary to effectuate the construction of said water main.

9. Nothing in this Agreement shall require the City to construct the proposed water main shown on Exhibit "A."

11. No other writings are a part of this Agreement. All other prior representations, writings, oral statements or negotiations have been merged into this document and are either included herein or intentionally excluded.

12. 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.

13. This Agreement shall run with the subject property and shall be binding on the heirs, devisees, and assigns of each party.

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

**CITY OF RAPID CITY**

\_\_\_\_\_  
Jim Shaw, Mayor

ATTEST:

\_\_\_\_\_  
James F. Preston, Finance Officer

(SEAL)

\_\_\_\_\_  
James Parker

\_\_\_\_\_  
Cori Parker

State of South Dakota,        )  
  ) ss.  
County of Pennington.        )

**ON THIS DAY**, \_\_\_\_\_, 2004, before me, the undersigned officer, personally appeared Jim Shaw 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 to do so, 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

My Commission Expires:

(SEAL)

State of South Dakota,           )  
   ) ss.  
 County of Pennington.       )

**ON THIS** \_\_\_\_ **DAY** of \_\_\_\_\_, 2004, before me, the undersigned officer, personally appeared **James** and **Cori Parker**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

\_\_\_\_\_  
 Notary Public

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE  
*GPL 11-3-04*

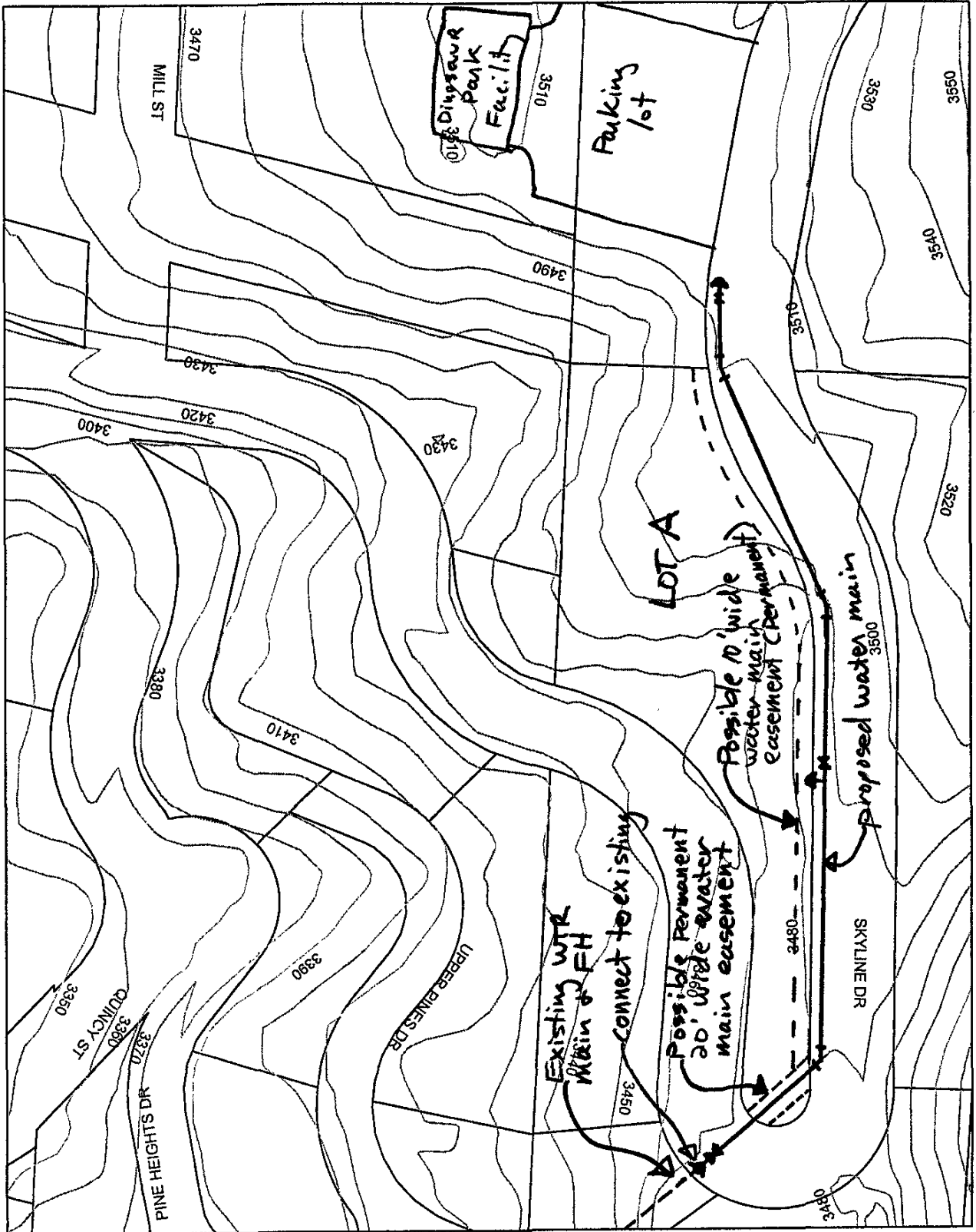
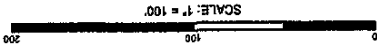


Exhibit "A"