

Delivered to Mayor's
Office 6/29/18 to Lindsay
4:30pm
FNR

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND FREDRICK & DEBRA REED REGARDING DAMAGES
FROM A SEWER BACKUP AT 3912 MAPLE AVE.**

This Agreement is made and entered into by and between the City of Rapid City, a Municipal Corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City" and Frederick and Debra Reed, who own a home at 3912 Maple Ave., Rapid City, South Dakota 57701, and will herein after be referred to as the "Claimants."

WHEREAS, the Claimants own real property located within the City at 3912 Maple Ave; and

WHEREAS, the Claimants bought the property in 2011; and

WHEREAS, the property was damaged by a sewer backup in May of 2013; and

WHEREAS, the Claimants remodeled the basement after the 2013 sewer backup; and

WHEREAS, the property was damaged by a sewer backup again in June of 2015; and

WHEREAS, the Claimants have filed a formal claim for damages that the sewer backup caused to their property; and

WHEREAS, due to the specific circumstances of these Claimants, the City has decided it is in the best interests of the City to settle any claims the Claimants have to the damage caused to their property.

NOW THEREFORE, the parties mutually agree as follows:

1. The City will pay the Claimants \$~~8,000.00~~ ^{\$11,953.05} to reimburse them for a portion of their out of pocket expenses which were not covered by insurance related to the sewer back up that occurred in June of 2015. FNR

2. In exchange for the payment described in paragraph 1 of this Agreement, the Claimant agrees to release, discharge and otherwise hold harmless the City and/or any of its officers and employees from any and all demands, damages, actions, causes of action, costs, expenses and compensation the Claimants may now have or hereafter have, whether currently known or unknown, whether anticipated or unanticipated, arising in any way out of the sewer back up that occurred at 3912 Maple Street in ~~June~~ ^{May} of 2015. It is the intent of the parties that this Agreement shall release and discharge all claims that could have been brought by the Claimants against the City, its agents, or its employees related to this event. It is not the intent of this Agreement to release any claims, demands, damages or causes of action for acts or omissions unrelated to the sewer back up in June of 2015 or that arise after the date of this Agreement. FNR

3. By agreeing to make the payment contemplated in paragraph 1 of this Agreement, the City is in no way admitting it has any liability to the Claimants for the damages caused by the sewer backup.

4. The Claimants acknowledge that in the absence of their promise to release any claims that they may have against the City, the City would not agree to make the payment described in paragraph 1 of this Agreement. The Claimants further acknowledges that the City's promise to make the payment

described in paragraph 1 of this Agreement is good and sufficient consideration for the promise he has made herein.

5. If any section(s), or provision of this Agreement are declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this Agreement if they can be given effect without the invalid section(s) or provisions.

6. This Agreement can only be amended in writing by the consent of all the parties hereto.

7. 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 venued and litigated in the Circuit Court for the Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

Dated this ____ day of _____, 2018 ^{FNR}

CITY OF RAPID CITY

Steve Allender, Mayor

State of South Dakota)

ss.

County of Pennington)

On this ____ day of _____, 2018 ^{§ FNR}, before me, the undersigned officer, personally appeared Steve Allender, who acknowledged himself to be the Mayor of the City of Rapid City and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor of the City of Rapid City.

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

Notary Public, South Dakota

My Commission Expires:
(SEAL)

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