

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

PERMANENT MAJOR DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF RAPID CITY**, a municipal corporation, Grantor, of 300 Sixth Street, Rapid City, SD 57701 hereby grants to **DISCOVERY VILLAGE APARTMENTS, LLLP**, a South Dakota limited liability limited partnership, Grantee, of 1004 South Ave W, Missoula, MT 59801, a permanent drainage easement, subject to the conditions hereinafter set forth. The property which is the subject of this permanent drainage easement is legally described as:

East ½ of the vacated Gold Street Right-of-way adjacent to Lot A and Lot B, Block 13, Scotts Addition, located in Section 35, T2N, R7E, BHM, Rapid City, Pennington County, South Dakota

as more fully described on Exhibit "A", attached hereto and incorporated herein by reference. This easement is given for the benefit of the following property:

Lots 1-7; N ½ of vacated Nowlin Street adjacent to said Lot 7, W ½ of vacated Gold Street adjacent to said Lots 1-7; Lot 15, All in Block 14, Scotts Addition to the City of Rapid City, Pennington County, South Dakota.

This easement shall run with the land, shall be perpetual, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Such easement shall include the right to enter upon the easement property to construct, operate, maintain, inspect, and repair drainage ways and structures upon said property. This easement grants to grantee the right to enter upon the aforescribed real property and otherwise to do those things reasonably necessary to effectuate its purpose. Grantor shall keep the subject property free of all obstructions including but not limited to buildings, walls, fences, hedges, trees, and shrubs.

[Signature page follows]

Dated this ____ day of _____, 2020.

CITY OF RAPID CITY

By _____
Steve Allender, Mayor

ATTEST:

Pauline Sumption, Finance Director

(seal)

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

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Director, respectively, of the City of Rapid City, and that as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(seal)

Notary Public
My Commission Expires _____

**MAJOR DRAINAGE EASEMENT
LOCATED IN THE EAST 1/2 OF THE VACATED GOLD STREET
RIGHT OF WAY ADJACENT TO LOT A AND LOT B, BLOCK 13,
SCOTT'S ADDITION
SECTION 35, T2N, R7E, BHM,
RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA.**

PERMANENT DRAINAGE
EASEMENT AS RECORDED
IN A201408630

**EAST 1/2 VACATED GOLD STREET
ADJACENT
TO LOT A AND LOT B**

**MAJOR DRAINAGE EASEMENT
TO BE CREATED THIS
DOCUMENT.
1683 S.F. ±**

5/8 REBAR
DAMAGED PC
(NE PROPERTY CORNER OF LOT 1,
BLOCK 14, SCOTT'S ADDITION)

LOT 3

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	35.29	85.67	023°36'13"	S06°38'38"E	35.04

LOT 4

LOT 5

LOT 6

LOT 7

N1/2 VACATED NOWLIN ST.
ADJ TO LOT 7
AS RECORDED IN A201408631

S1/2 VACATED NOWLIN ST.
ADJ TO LOT 1
AS RECORDED IN A201408631

VACATED GOLD STREET AS
RECORDED IN A201408631

SCOTT'S
BLOCK
ADDITION

LOT 1

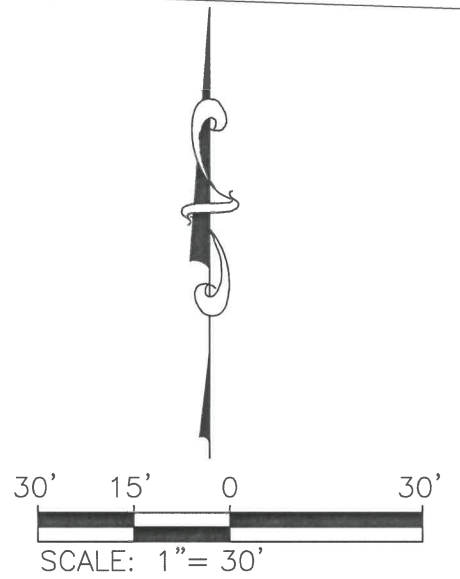
1 1/4 PC
LS 1771
(SE PROPERTY CORNER
OF LOT 4, BLOCK 17,
SCOTT'S ADDITION)

1/2 VACATED GOLD ST
ADJACENT TO LOT C AND
LOT D

SCOTT'S
BLOCK
ADDITION

LOT A

LOT B



628 1/2 6th Street, Suite 201
Rapid City, SD 57701
[P] (605) 791-5866
[F] (605) 791-5863
[E] engineers@ktmdsi.com

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DISCOVERY
DEVELOPMENT INC. FOR PURCHASE OF PERMANENT DRAINAGE EASEMENT**

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation of 300 Sixth Street, Rapid City, SD 57701 (hereinafter "City") and **DISCOVERY VILLAGE APARTMENTS, LLLP**, a South Dakota limited liability limited partnership, of 1004 South Ave W, Missoula, MT 59801 (hereinafter "Discovery").

WHEREAS, Discovery is developing property adjacent to property owned by the City;
and

WHEREAS, Discovery needs to acquire a permanent drainage easement across the City-owned property in order to develop its property; and

WHEREAS, the City is willing to grant a drainage easement on the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. The City agrees to grant to Discovery a major drainage easement over and across the following described property:

**East ½ of the vacated Gold Street Right-of-way adjacent to Lot A and Lot B,
Block 13, Scotts Addition, located in Section 35, T2N, R7E, BHM, Rapid City,
Pennington County, South Dakota.**

The easement area is shown on Exhibit A to the Major Drainage Easement, which is attached hereto and incorporated herein by this reference.

2. Discovery agrees that in exchange for the grant of the easement described above, it will pay the City One Thousand, Three Hundred Forty-six Dollars and Forty Cents (\$1,346.40). This figure represents a payment of \$0.80 per square foot for a total of 1,683 square feet.

3. The City agrees to execute and deliver such instruments or documents as shall be necessary to effectuate the purposes contemplated by this Agreement.

4. This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof.

5. Discovery agrees that all work in the easement area shall be completed in a workmanlike manner.

6. Discovery agrees to direct and require its contractor maintain reasonable access by the City to the property.

7. Following construction, the disturbed property shall be restored in at a least as good a condition as it was found, as appropriate for a drainage way.

8. Discovery agrees to comply with all applicable statutes, ordinances, rules, and regulations.

9. Discovery shall be responsible for recording fees for legal documents contemplated herein.

10. This Agreement shall be binding in all respects upon and shall inure to the benefit of the City and Discovery and their respective successors and assigns.

11. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

12. The agreement shall be interpreted under the laws of the State of South Dakota and any litigation under this agreement shall be resolved in the Circuit Court of Pennington County, South Dakota.

Dated this ____ day of _____, 2020.

CITY OF RAPID CITY

By _____
Steve Allender, Mayor


ATTEST:

Pauline Sumption, Finance Director

(seal)

Dated this 16th day of NOVEMBER, 2020.

DISCOVERY VILLAGE APARTMENTS, LLLP

By 
(signature)


NATHAN RICHMOND
(printed name)

Its MEMBER OF THE MEMBER OF ITS GENERAL PARTNER
(title)

State of Montana)
) ss.
County of Missoula)

On this the 16th day of November, 2020, before me, the undersigned officer personally appeared Nathan Richmond, who acknowledged him/herself to be the Member of the Member of its General Partner of DISCOVERY VILLAGE APARTMENTS, LLLP, and that as such Member of the Member of its General Partner, being duly authorized to do so, executed the foregoing for the purposes therein contained.

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

(seal)  KIMBERLY K SIEBER
NOTARY PUBLIC for the
State of Montana
Residing at Lolo, MT
My Commission Expires
February 17, 2023.


Notary Public
My Commission Expires February 17, 2023