

**AMENDED AGREEMENT BETWEEN THE CITY OF RAPID CITY AND FOX L.L.C.  
FOR OVERSIZE WATER MAIN COST REIMBURSEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street, Rapid City, South Dakota, 57701 (“City”), and FOX LLC, a Wisconsin limited liability company, of 3911 North Hackbarth Road, Janesville, WI 53548 (“Developer”).

WHEREAS, the City and Developer entered into an *Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement*, fully executed on January 4, 2022, to establish the conditions under which Developer may be reimbursed for the construction costs to construct a 16” water main rather than an 8” water main, which is the minimum size required to meet the Developer’s needs; and

WHEREAS, the purpose of this Amendment is to amend the *Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement* to add a clause to allow the agreement to be assigned to another developer, under certain circumstances.

NOW THEREFORE, the parties hereby agree as follows:

A NEW SECTION 12 of the *Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement*, executed on January 4, 2022, is hereby added and reads in its entirety as follows:

12. It is mutually understood and agreed that this Agreement may be assigned by Developer only after first obtaining the prior written approval of the Rapid City Public Works Director. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the Developer.

The parties agree that, except for the extent as provided herein, they do not intend to alter or change in any way the remaining terms of the original *Agreement Between the City of Rapid City and Fox L.L.C. for Oversize Water Main Cost Reimbursement* executed on January 4, 2022. Unless amended herein, all terms of the original contract shall remain in full force and effect.

[Signature pages to follow.]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**FOX LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the \_\_\_\_\_ of FOX LLC, a Wisconsin limited liability company, and that he/she, as such \_\_\_\_\_ 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, South Dakota  
My Commission Expires: \_\_\_\_\_

