

DOCUMENT PREPARED BY:
Costello Porter Law Firm
P.O. Box 290
Rapid City, SD 57709
605-343-2410

COVENANT AGREEMENT

THIS AGREEMENT IS MADE and entered into this 25th day of January, 2017, by and for MERLIN STROMER, ACTING TRUSTEE OF THE MERLIN STROMER AND GLORIA STROMER JOINT LIVING TRUST, hereinafter "Developer," and the City of Rapid City, a municipal corporation of the State of South Dakota, hereinafter the "City."

WHEREAS, Developer is the owner of real property within the platting jurisdiction of the City of Rapid City legally described as:

Lots E and J of River Ranch Addition, Section 29, Township 1 North, Range 9 East, Black Hills Meridian, Pennington County, South Dakota; and

WHEREAS, the Developer wishes to Plat the property and submit a Final Plat application to the City; and

WHEREAS, certain "Lot J" as it is to be platted, would be unbuildable due to the fact that it is located within a flood plain of Rapid Creek as designated by the Federal Emergency Management Agency (FEMA), Pennington County, and the State of South Dakota; and

WHEREAS, it is the intent and purpose of both the Developer and the City to enter into an agreement whereby the Developer will provide that no one will build on Lot J while it is located in the flood plain and is a non-buildable lot, and

WHEREAS, it is the further intent and purpose of both the Developer and the City to enter into an agreement whereby the Developer will secure all future private maintenance for Lot J.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. This agreement pertains to, and includes that property ("Property") which is designated and identified as follows:

**Lots E and J of River Ranch Addition, Section 29, Township 1 North, Range 9
East, Black Hills Meridian, Pennington County, South Dakota. .**

2. Developer agrees that Lot J located on the Property shall never be developed by a person who may now or in the future own Lot J while it is in the flood plain and is a non-buildable lot. No structure may be placed on Lot J unless and until Lot J is removed from the flood plain or any such structure that is to be placed on Lot J must be permitted under the applicable federal law, state law, and city ordinance.

3. Developer agrees that it or the successor owners of Lot E and Lot J are to be responsible for maintenance of Lot J, or finding an individual or individuals to maintain the property in the event Lot J does not sell. Maintenance is to include, but is not limited to, mowing, manicuring, and other reasonable things as necessary to keep Lot J in proper order. In this regard, the owners of Lot E and their successors are at all times responsible and liable for the maintenance of Lot J.

4. All of the terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns, or successors in interest of the Developer, and be considered as a covenant running with the Property described herein. Furthermore, it is agreed that, in accepting title to the Property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this Agreement recorded with the Pennington County Register of Deeds' Office pursuant to the provisions of South Dakota Codified Laws.

5. The City may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this Agreement or its subdivision regulations in connection with this Agreement, the undersigned, its heirs, assigns or successors in interest agree the City may recover from the owner of the Property its reasonable expenses, including attorney's fees incurred with respect to such action.

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

7. This Agreement shall be construed according to the laws of the State of South Dakota. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

DATED this 25th day of January, 2017.

CITY OF RAPID CITY

Steve Allender, Mayor

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
 ss.
County of Pennington)

On this the _____ day of _____, 2017, before me, the undersigned officer, personally appeared Steve Allender and _____, 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 so to do, executed the foregoing Covenant Agreement 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, South Dakota

My Commission Expires:

(SEAL)

THE MERLIN STROMER AND GLORIA
STROMER JOINT LIVING TRUST

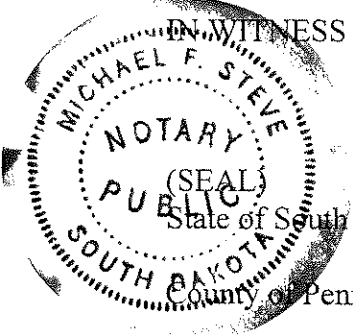
By: *Merlin Stromer*
Merlin Stromer, Trustee

By: *Gloria Stromer*
Gloria Stromer, Trustee

State of South Dakota)
 ss.
County of Pennington)

On this the 25th day of January, 2017, before me, the undersigned officer personally appeared Merlin Stromer, who acknowledged himself to be one of the Acting Trustee of THE MERLIN STROMER AND GLORIA STROMER JOINT LIVING TRUST, and that as such Acting Trustee, being authorized so to do, executed the foregoing Covenant Agreement for the purposes therein contained.

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

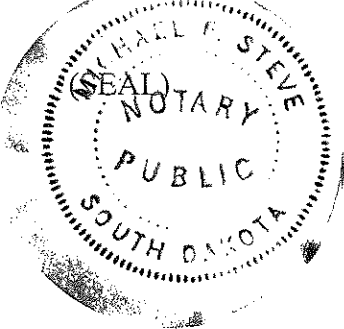


[Signature]
Notary Public, South Dakota
My Commission Expires: 11/2/2022

State of South Dakota)
 ss.
County of Pennington)

On this the 25th day of January, 2017, before me, the undersigned officer personally appeared Gloria Stromer, who acknowledged herself to be one of the Acting Trustee of THE MERLIN STROMER AND GLORIA STROMER JOINT LIVING TRUST, and that as such Acting Trustee, being authorized so to do, executed the foregoing Covenant Agreement for the purposes therein contained.

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



[Signature]
Notary Public, South Dakota
My Commission Expires: 11/2/2022