IRRIGATION DITCH EASEMENT AND RIGHT-OF-WAY AGREEMENT BETWEEN
THE RAPID VALLEY WATER COMPANY, INC. AND CITY OF RAPID CITY

This irrigation ditch easement and right-of-way agreement ("Agreement") is entered into
this day of , 2017, by and between Rapid Valley Water Company, Inc. of
8005 Morris Lane, Rapid City, SD 57703, a South Dakota corporation ("RVWC"), and the City
of Rapid City ("City"), a South Dakota municipal corporation, 300 Sixth Street, Rapid City,
South Dakota, 57701.

WHEREAS, RVWC operates the irrigation ditch commonly known as the Murphy Ditch;
and

WHEREAS, RVWC holds a prescriptive easement for the operation of the Murphy Ditch
to convey water across property for irrigation purposes; and

WHEREAS, RVWC's prescriptive easement crosses the following described property:

The Southwest Quarter of the Southwest Quarter (SW\(\frac{3}{4}\)SW\(\frac{3}{4}\)), less Lots A-1,
A-2, and H-2 in Section 13 Township 1 North, Range 8 East of the Black Hills
Meridian, Rapid City, Pennington County, South Dakota
("the Property"); and

WHEREAS, the City intends to construct a 12-inch water main that will cross under the
Murphy Ditch as shown on the attached Exhibit A entitled "Murphy Ditch Proposed Water Main
Crossing" which will cross RVWC's prescriptive easement; and

WHEREAS, the purpose of this Agreement is to set forth the terms governing the
crossing of the Murphy Ditch by the City's water main.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained
herein, the parties agree as follows:

1. RVWC grants to the City the right to cross its irrigation ditch as shown on the
attached Exhibit A, which is incorporated herein. The City and its agents and assigns shall have
the right to enter upon RVWC's prescriptive easement area and take such actions as are
necessary for construction of the water main that will cross the Murphy Ditch. The City's
construction shall be at the City's sole cost.
2. The City agrees to construct the water main crossing in such a manner as to not damage or compromise the integrity of the irrigation ditch. The water main shall be constructed by boring underneath the irrigation ditch.

3. The City warrants as follows:
   a. City agrees to direct and require its contractors to maintain, at all times, reasonable access to the ditch. Such condition shall be made part of the construction contract between City and its contractor.
   b. City agrees to comply with all applicable statutes, ordinances, rules, regulations and other laws in construction of the water main.
   c. All work by City shall be done in a workmanlike manner.
   d. Following construction, City shall leave the property in as good a condition as it finds it, including but not limited to adequate vegetation and drainage unchanged from its natural drainage ways.

3. The parties agree that the City has the right of ingress and egress for access to the ditch to permit inspection, operation and maintenance of the water main constructed pursuant to this Agreement.

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 parties, unless one party executes a written document that releases, in whole or in part, the other party from its obligations in this Agreement.

5. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the laws of the State of South Dakota shall be controlling without regard to the principles of conflict of laws. Any legal action arising out of or relating to this Agreement shall be brought only in the Circuit Court for the State of South Dakota, Seventh Judicial Circuit located in Rapid City, Pennington County, South Dakota.

Dated this _____ day of __________, 2017.

CITY OF RAPID CITY

ATTEST: ____________________________________________

Steve Allender, Mayor

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 Pauline Sumption, 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 duly authorized to do so, executed the foregoing instrument for the purposes herein 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.

(SEAL)

Notary Public – South Dakota
My Commission Expires: ________________

Dated this _____ day of __________, 2017.

RAPID VALLEY WATER COMPANY, INC.

By _______________________________________

James F. Williams, President

State of South Dakota )
ss.
County of Pennington )

On this the _____ day of __________, 2017, before me, the undersigned officer personally appeared James F. Williams, who acknowledged himself to be the President of Rapid Valley Water Company, Inc., a South Dakota corporation, and acknowledged that he as such President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

BRENDA HAFNER
NOTARY
STATE OF SOUTH DAKOTA

Notary Public – South Dakota
My Commission Expires: ________________

March 13, 2021
Exhibit A

JOAN MUMFORD
3955 ANDERSON RD

SW 1/4 OF THE SW 1/4 LESS LOTS A1, A2 AND H2 OF SECTION 13, T1N, R8E, S8N

PROPOSED 12" DIA WATER MAIN

MURPHY DITCH

40 LF 24" DIA CASING UNDER MURPHY DITCH (MINIMUM 6' DEEP TO TOP)

ANDERSON ROAD
CO. RD. T210

PLAN VIEW

EXISTING GRADE

MURPHY DITCH

40 LF OF 24" STEEL CASING

2.66' 65 LF - 12" PVC RESTRAINED JOINT WATER MAIN
S = 5.85%

PROFILE VIEW

PROJECT TITLE:
EAST RAPID CITY WATER EXPANSION
ANDERSON ROAD
WATER MAIN EXTENSION
PROJECT NO. 14-2194/CIP 50964.B
PROJECT LOCATION:
RAPID CITY
SOUTH DAKOTA

MURPHY DITCH
PROPOSED WATER MAIN CROSSING
(CITY OF RAPID CITY)