

Agenda Item 8.(i) Approval of Resolution No. 22-30, the Plat of Sinclair...

- Existing Property Zoning Designations:
 - PUD Planned Unit Development
- Lots will be served by city sanitary sewer and water services
- Property is not within 100 year floodplain (SFHA)
- Roby Creek is designated FEMA floodway

SUGGESTED MOTION:

I move to approve Resolution No. 22-30, the Plat of Sinclair First Addition to the Municipality of Watertown, in the County of Codington, South Dakota and Authorize the City Manager to enter into the Development Agreement and Utility and Access Easement Agreement

STAFF REFERENCE(S):

Brandi Hanten

ATTACHMENT(S):

[Vicinity Map](#)

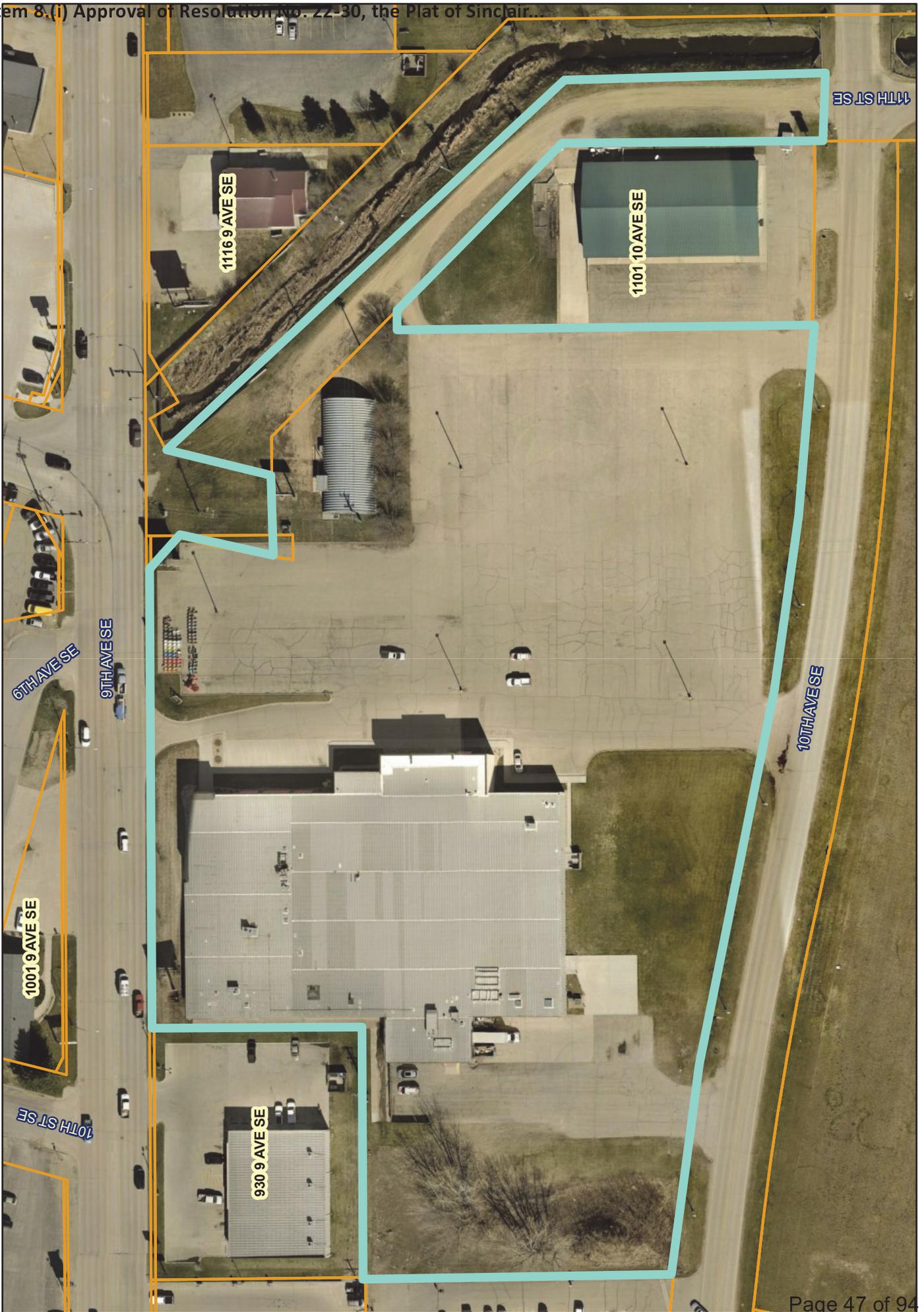
[Plat of Sinclair First Addition](#)

[Development Agreement](#)

[Utility and Access Easement Agreement](#)

[Resolution No. 22-30](#)

Plat of Sinclair First Addition Vicinity Map



THIS PLAT IS A RE-PLAT OF AND SHALL VACATE THE FOLLOWING PARCELS:

PARCEL NO. 1:
 THAT PORTION OF OUTLOT D IN LOT 3 AND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 5, TOWNSHIP 116 NORTH, RANGE 52 WEST OF THE 5TH P.M., CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA, LYING NORTH OF STREET LOT NO. 1 ADDITION TO THE MUNICIPALITY OF WATERTOWN; EXCEPT THE WEST 370 FEET THEREOF; AND EXCEPT THE EAST 146 FEET THEREOF. RECORDED IN BOOK "C" OF PLATS ON PAGES 86-88.

PARCEL NO. 2:
 LOTS 5, 6, 7, 8, 9, 10, 11 AND 12 IN DONAHUE'S ADDITION TO WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA, LESS LOT H1 AND LOT H2 CONTAINED THEREIN. RECORDED IN BOOK "C" OF PLATS ON PAGES 158-159.

PARCEL NO. 3:
 OUTLOT B IN LOT 3 AND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 5, TOWNSHIP 116 NORTH, RANGE 52 WEST OF THE 5TH P.M., CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA, LESS LOT H1 CONTAINED THEREIN. RECORDED IN BOOK "C" OF PLATS ON PAGES 86-88.

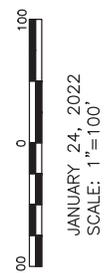
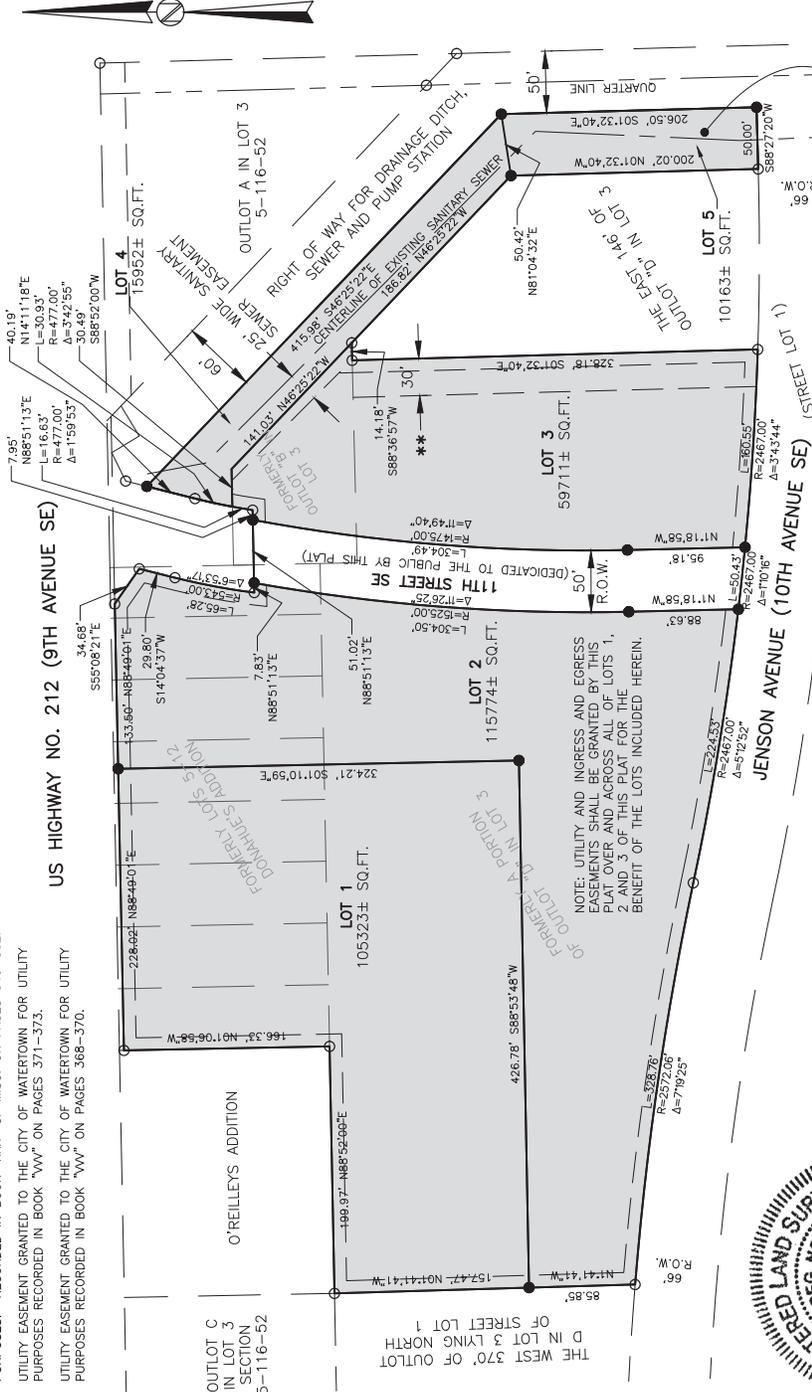
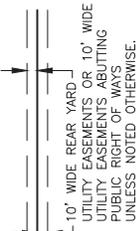
PARCEL NO. 4:
 ALL THAT PORTION OF THE RIGHT OF WAY DESCRIBED BY METES AND BOUNDS DESCRIPTION AND SHOWN ON THE PLAT MAP RECORDED IN BOOK 91 OF DEEDS ON PAGES 10 AND 11 ACQUIRED FOR DRAINAGE DITCH, SEWER, AND PUMPING STATION LYING ADJACENT AND CONTIGUOUS TO OUTLOT B IN LOT 3 SECTION 5, T116N, R52W OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA LESS THE NORTHERLY 60' THEREOF; LESS LOT PETI; LESS LOT H1; AND LESS LOT H2 CONTAINED THEREIN. SAID PORTION OF RIGHT OF WAY CONTAINS 7,865± SQ. FT.

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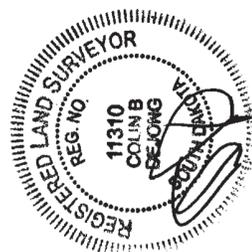
PLAT OF SINCLAIR FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

NOTE: THIS PLAT SHALL VACATE AND RELEASE THE FOLLOWING EASEMENTS:
 UTILITY EASEMENT GRANTED TO THE CITY OF WATERTOWN FOR UTILITY PURPOSES. RECORDED IN BOOK "XXX" OF MISC. ON PAGES 349-352.
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EASEMENT INFORMATION



JANUARY 24, 2022
 SCALE: 1"=100'
 ○ MONUMENT RECOVERED
 ● ½"X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET
 NOTE: THIS PLAT CONTAINS 7.50± ACRES OF WHICH 0.46± IS DEDICATED AS PUBLIC ROAD RIGHT OF WAY.



Prepared By
 AASON ENGINEERING COMPANY, INC.
 1022 SIXTH STREET S.E.
 WATERTOWN, SD
 Telephone 605-882-2371



FORMERLY A PORTION OF THE RIGHT OF WAY FOR DRAINAGE DITCH, SEWER AND PUMP STATION. UTILITY AND INGRESS AND EGRESS EASEMENTS SHALL BE RETAINED OVER AND ACROSS LOTS 4 AND 5 OF THIS PLAT.

** VEHICULAR INGRESS AND EGRESS EASEMENT GRANTED TO THE EAST 146' OF OUTLOT D LYING NORTH OF STREET LOT 1. RECORDED IN BOOK "395" ON PAGES 177-178.

Registered Land Surveyor

**PLAT OF
SINCLAIR FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

* * * * *

PROPRIETOR'S CERTIFICATE

I, **Clark Sinclair**, acting agent for **Sinclair Land & Cattle LLC**, the owner of the following described property: "That portion of Outlot D in Lot 3 and in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section 5, Township 116 North, Range 52 West of the 5th P.M., City of Watertown, Codington County, South Dakota, lying North of Street Lot No. 1 Addition to the Municipality of Watertown; Except the West 370' thereof; and Except the East 146' thereof;" AND "Lots 5, 6, 7, 8, 9, 10, 11 and 12 in Donahue's Addition to Watertown, Codington County, South Dakota LESS Lot H1 and Lot H2 contained therein;" AND Outlot B in Lot 3 and in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section 5, Township 116 North, Range 52 West of the 5th p.m., City of Watertown, Codington County, South Dakota, LESS Lot H1 contained therein;" hereby certify that I have caused all of the foregoing described property to be surveyed and platted into a parcel of land hereafter to be known as Lots 1, 2, 3 and 11th Street SE of:

"Sinclair First Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

And have caused the same to be platted by Colin B. DeJong, a Registered Land Surveyor in the State of South Dakota, and that said plat was made at my request and under my direction and for the purpose indicated thereon and herein. I further certify that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

And further hereby dedicate and grant to the public for public use all rights of ways and all easements as shown on the accompanying plat, if any, for the purposes thereon and herein specified.

In witness whereof I have caused these presents to be executed this ____ day of _____, 20__

**Clark Sinclair, Acting Agent
Sinclair Land & Cattle, LLC**

* * * * *



**PLAT OF
SINCLAIR FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

PROPRIETOR'S CERTIFICATE

The **City of Watertown, SD**, a Municipal Corporation, the owner of the following described property: "All that portion of the right of way described by metes and bounds description and shown on the plat map recorded in Book 91 of Deeds on Pages 10 and 11 acquired for Drainage Ditch, Sewer, and Pumping Station lying adjacent and contiguous to Outlot "B" in Lot 3 Section 5, T116N, R52W of the 5th P.M., Codington County, South Dakota less the Northerly 60' thereof; LESS Lot PE1; LESS Lot H1; and LESS Lot H2 contained therein.; AND All that portion of the right of way described by metes and bounds description and shown on the plat map recorded in Book 91 of Deeds on Pages 10 and 11 acquired for Drainage Ditch, Sewer, and Pumping Station lying adjacent and contiguous to the East 146' of Outlot "D" in Lot 3 lying North of Street Lot 1 Section 5, T116N, R52W of the 5th P.M., Codington County, South Dakota LESS the northerly 60' thereof; and less east 50' thereof," hereby certify that we have caused all of the foregoing described property to be surveyed and platted into a parcel of land hereafter to be known as Lots 4 and 5 of:

"Sinclair First Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

And have caused the same to be platted by Colin B. DeJong, a Registered Land Surveyor in the State of South Dakota, and that said plat was made at our request and under our direction and for the purpose indicated thereon and herein. We further certify that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

And further hereby dedicate and grant to the public for public use all rights of ways and all easements as shown on the accompanying plat, if any, for the purposes thereon and herein specified.

In witness whereof I have caused these presents to be executed this ____ day of _____, 20__

Reid Holien
Mayor
City of Watertown, SD

Attest:

Kristen Bobzien
Finance Officer
City of Watertown, SD



Prepared By:
Aason Engineering Company Inc.
1022 6th Street S.E.
Watertown, SD 57201
Office #: (605) 882-2371

**PLAT OF
SINCLAIR FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

* * * * *

State of _____)

) ss

County of _____)

On this the ___ day of _____, 20___, before me, personally appeared **Reid Holien and Kristen Bobzien** known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____



Prepared By:
Aason Engineering Company Inc.
1022 6th Street S.E.
Watertown, SD 57201
Office #: (605) 882-2371

**PLAT OF
SINCLAIR FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

SURVEYOR'S CERTIFICATE

I, **Colin B. DeJong**, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the instance and request of the owner(s) of the aforementioned property, did on or before the date listed below, survey the parcel of land as shown on the accompanying plat.

I further certify that the said plat is a true and correct representation of the said parcel as surveyed and platted by me.

I hereby set my hand and seal this _____ day of _____, 20__.

Registered Land Surveyor

CITY STREET AUTHORITY'S CERTIFICATE

Having the authority to do so; I hereby approve access for the lots included in this plat onto the adjoining public road right of ways. All access locations to be determined at building permit issuance.

Dated this _____ day of _____, 20__

Justin Petersen, P.E.
City Engineer, Watertown, SD

HIGHWAY AUTHORITY'S CERTIFICATE

I, Matt Brey, Watertown Area Engineer for the South Dakota Department of Transportation, hereby approve access to the abutting highway subject to all applicable laws, ordinances and permit requirements. Access to the above platted parcel shall be implemented upon permit approval. Any change in access location or improvement shall require additional approval.

Dated this _____ day of _____, 20__

Highway Authority



**PLAT OF
SINCLAIR FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

CITY PLAN COMMISSION RECOMMENDATION

Resolution No. _____

The aforementioned plat has been duly examined and it appears that said plat is in all respects lawful and proper and entitled to approval. It is hereby recommended for approval by the Watertown City Plan Commission on this ____ day of _____, 20__.

Chairman
Watertown City Plan Commission

RESOLUTION OF WATERTOWN CITY COUNCIL

Resolution No. _____

Be it resolved by the City Council of Watertown, South Dakota, having viewed this plat and having received a recommendation from the Watertown City Plan Commission, does hereby approve this plat of **"Sinclair First Addition to the Municipality of Watertown, in the County of Codington, South Dakota,"** and the City Finance Officer is hereby directed to endorse on such plat a copy of this resolution and certify the same thereon.

The above and foregoing resolution was duly passed and adopted.

Dated at Watertown, South Dakota, this ____ day of _____, 20__

Attest:

Finance Officer
City of Watertown, SD

Mayor
City of Watertown, SD

CITY FINANCE OFFICER'S CERTIFICATE

I, the duly appointed, qualified and acting Finance Officer of the City of Watertown, South Dakota, hereby certify that all special assessments, which are liens upon any of the land depicted and described in this plat, as shown by the records in my office on this _____ day of _____, 20__ have been paid in full.

Finance Officer
City of Watertown, SD



**PLAT OF
SINCLAIR FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

TREASURER'S CERTIFICATE

I hereby certify that I am the duly elected, qualified, and acting Treasurer of Codington County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land depicted and described in this plat, as shown by the records in my office on this _____ day of _____, 20__ have been paid in full.

Treasurer
Codington County, SD

DIRECTOR OF EQUALIZATION CERTIFICATE

I, the Director of Equalization of Codington County, South Dakota, do hereby certify that a copy of this plat has been filed in my office on this _____ day of _____, 20__

Director of Equalization
Codington County, SD

REGISTER OF DEEDS CERTIFICATE

I hereby certify that I have received and filed for record this _____ day of _____, 20__ at _____ O'clock ____M. and duly recorded in Book _____ of Plats on Page _____.

Register of Deeds,
Codington County, SD



Document prepared by:
Community Development Division
23 2nd Street NE
Watertown, SD 57201
(605) 882-6202

DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE and entered into this _____ day of _____ 2022, by and between Clark Sinclair, Acting Agent for Sinclair Land & Cattle, LLC, hereinafter “Developer” and the City of Watertown, a municipal corporation of the State of South Dakota, hereinafter ‘City” and is subject to the following terms and conditions:

A. RECITALS

1. Developer certifies he is the owner of:
 “Lots 1 thru 3 of Sinclair First Addition”
and that he has the legal authority to enter into this agreement.
2. Developer has caused the Plat of said property as Sinclair First Addition to the Municipality of Watertown; and
3. A copy of the plat drawing for Sinclair First Addition is attached hereto and incorporated by reference; and
4. City subdivision regulations require that all infrastructure improvements essential to the proper development of any subdivision, or portion thereof, be completed by the Developer at its sole expense and in accordance with applicable City standards; and
5. City subdivision regulations require, as a prerequisite to the approval of a plat, written assurances from the Developer fixing responsibility for the required improvements; and
6. Developer, in order to satisfy the conditions set forth above and in order to induce the City to approve and accept the plat attached hereto, and City hereby knowingly and voluntarily enter into this agreement.
7. This assurance agreement is given for the benefit of the City as well as successors in interest of lots in the subdivision as shown on the plat.

B. DEVELOPER’S OBLIGATIONS AND IMPROVEMENTS REQUIRED

1. GENERAL
 - a. Developer agrees to install, or cause to be installed, the following subdivision improvements: curb and gutter, granular street base and asphalt surface, water service lines, sanitary sewer, storm sewer, drainage, sidewalk, ADA ramps; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Design Standards and Specifications, Zoning Ordinance, and all other applicable ordinances of the

Agenda Item 8.(i) Approval of Resolution No. 22-30, the Plat of Sinclair...

City. All public improvements shall be installed in accordance with the Construction Plans filed with and approved by the City Engineer.

- b. A cost estimate of all required improvements for Developer is attached as Exhibit A.
- c. Unless otherwise noted, required improvements will be accepted as dedications to, and shall become the property of the City, when completed to City standards to the satisfaction of the City Engineer.

2. STREETS

- a. Streets shall be constructed in each and every platted right-of-way and shall be built to the exterior lot lines of the subdivision and constructed as the sections are shown in the approved construction plans on file at the office of the City Engineer. The following streets are included in the required improvements:
 - 1) 11th Street SE, included on the plat, shall be constructed to a width of 35' from back of curb to back of curb in accordance to the approved construction plans.
 - 2) 11th Street SE shall not allow for on-street parking. "No Parking" signage shall be installed along the side of the street adjacent to Lots 2 and 3 prior to acceptance of subdivision improvements. Developer shall coordinate with City Street Division. Developer is responsible for the cost of required signage and installation performed by the City.

3. SANITARY SEWER

- a. Developer shall install, or cause to be installed, sanitary sewer and services to the property line for each lot served and shall be built to the exterior lot line of the subdivision.

4. STORM SEWER AND DRAINAGE

- a. Developer shall construct, or cause to be constructed, to City standards, all storm sewers, catch basins, drop inlets, culverts, drainage-ways, and other related and required drainage improvements as shown on the approved construction plans.
- b. Developer shall comply with City Stormwater regulations found in Title 23 of the City Ordinances.
- c. Drainage easements shall remain in the sole ownership and responsibility of Developer, his heirs, successors and assigns, and future owners.

5. MUNICIPAL UTILITIES

- a. Developer will, prior to installation, coordinate with the Watertown Municipal Utilities Department to ensure that the electric, natural gas, and water supply utilities are installed according to policies and standards established by the Department.
- b. Developer shall install, or cause to be installed, water services to the property line for each lot so served.

6. GRADING AND EROSION CONTROL

- a. Developer shall complete grading of all utility easements and drainage ways to within two-tenths (0.2) feet of the elevation as shown on the approved final grading plan.
- b. No grading or other improvements shall take place until such time that a Stormwater

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Pollution Prevention Plan (SWPPP) is completed and approved by the City Engineer and a General Permit for Stormwater Discharges Associated with Construction Activities is obtained from the State DANR.

- c. Developer shall implement the Erosion Control Plan approved by the City Engineer. Developer agree to maintain the erosion control devices and employ additional measures as necessary if the installed measures fail to retain soil on the site, until such time as the site is fully stabilized.
- d. All erosion control devices shall be removed by the Developer after the site is fully stabilized and approved by the City Engineer.
- e. Developer acknowledges that substantial fill and grading will be required for development of the individual lots within the subdivision, and intends to pass the responsibility for fill and grade onto the owners of individual lots who will perform the necessary work in conjunction with building permit issuance. Developer will instruct each new lot owner of his or her responsibility.

7. SIDEWALKS AND RECREATION TRAIL

- a. Developer shall install all pedestrian ramps at street intersections with the curb and gutter improvements. Ramps will need to comply with current ADA standards, including installation of detectable warning panels. Developer may not pass on the responsibility to install ADA-compliant pedestrian ramps.
- b. Developer shall install, or cause to be installed, five (5) foot wide sidewalks in all public right-of-ways adjacent to all lots.
 - 1.) Developer may allow the responsibility for sidewalk installation to pass onto the Developer's successors in interest of individual lots. Developer shall give notice to each of its successors in interest of this responsibility to install sidewalks as a condition of any building permit or upon order of the City pursuant to City Ordinance. Developer will have no further responsibility for sidewalk installation upon actual or constructive notice to each of Developer's successors in interest.
 - 2.) All remaining sidewalks shall be installed by Developer on or before five (5) years of the date this instrument is recorded with the Codington County Register of Deeds. However, Developer will be required to install the remaining sidewalks earlier on either or both sides of the public right-of-way when the linear feet of uninstalled sidewalk is 30% or less of the total linear feet of sidewalk required on such side. The City also reserves the right to order all sidewalks to be installed at any time. If the Developer, or any of Developer's successors in interest, fail to install such sidewalks, the City shall assess their full cost as a local improvement pursuant to South Dakota Codified Law and based on the waiver-of-right-to-protest included in this agreement.

C. GENERAL PROVISIONS

1. All required improvements shall be installed to the satisfaction of the City Engineer within two (2) years of the date this instrument is recorded with the Codington County Register of Deeds. Notwithstanding any contrary provision in either statute or ordinance, including those relating to the passage of time, Developer acknowledge and agrees that all terms and conditions contained herein shall remain a continuing obligation until satisfaction or completion.
2. City may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any other 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 Developer, their heirs, assigns or successors in interest agree the City may recover its reasonable expenses, including attorney's fees incurred with respect to such action.

3. Developer acknowledge the City has the power to make assessments for local improvements on property adjoining or benefited thereby, to collect same in the manner provided by law, and to fix, determine and collect penalties for nonpayment of any special assessment. The Developer agree that if at any time in the future the City determines it is necessary or desirable to install aggregate base and grading, geo-textile fabric, concrete curb & gutter, bituminous paving, sidewalk, sanitary sewer and services, water main and services within or adjacent to the subdivision through an assessed project, the Developer or its heirs, assigns, or successors in interest, waive any right to object to such assessed project as allowed under state law in consideration for final approval of the subdivision plat without the immediate installation of said improvements. It is understood by the Developer that the City's primary consideration for granting approval of the subdivision plat on the herein described property and its forbearance from requiring Developer to immediately install aggregate base and grading, concrete curb and gutter, bituminous pavement, sidewalk, sanitary sewer and services, water services is the Developer's covenants and promise to waive any objection to the assessed project and it's consent to the assessed project.
4. All of the terms and conditions herein shall extend to and be binding upon the heirs, assigns, or successors in interest of the Developer, and are to be deemed a covenant running with the above described property. Furthermore, it is agreed that, in accepting title to the above described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this agreement which shall, upon its execution, be recorded with the Codington County Register of Deeds Office contemporaneously with the plat and pursuant to the provisions of South Dakota law.
5. Should any section or provision of this agreement be declared invalid for any reason whatsoever by any court, such invalidity shall not affect any other section or provision of this agreement in the event such remaining provisions can be given effect without those sections having been declared invalid.
6. 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.

D. MAINTENANCE AND ACCEPTANCE

1. Developer's Warranty Responsibilities

The Developer shall warranty the water, sewer, storm sewer, curb and gutter, valley or any other part of the construction specified in the preliminary plan for a period of one year from the date as stated in the Certificate of Completion. Prior to the end of the one (1) year warranty period the City Engineer will inspect the improvements and report his findings to the City Council. The City Council shall confirm or reject the Acceptance Certificate. If confirmed, the Developer's responsibility for the improvements ends and the improvements become the responsibility of the City. If any portion is rejected, the Developer will repair or replace the rejected portion and a one (1) year warranty period will begin again on the rejected portion and the Developer shall again comply with the provisions as stated in this agreement.

THIS PLAT IS A RE-PLAT OF AND SHALL VACATE THE FOLLOWING PARCELS:

PARCEL NO. 1:
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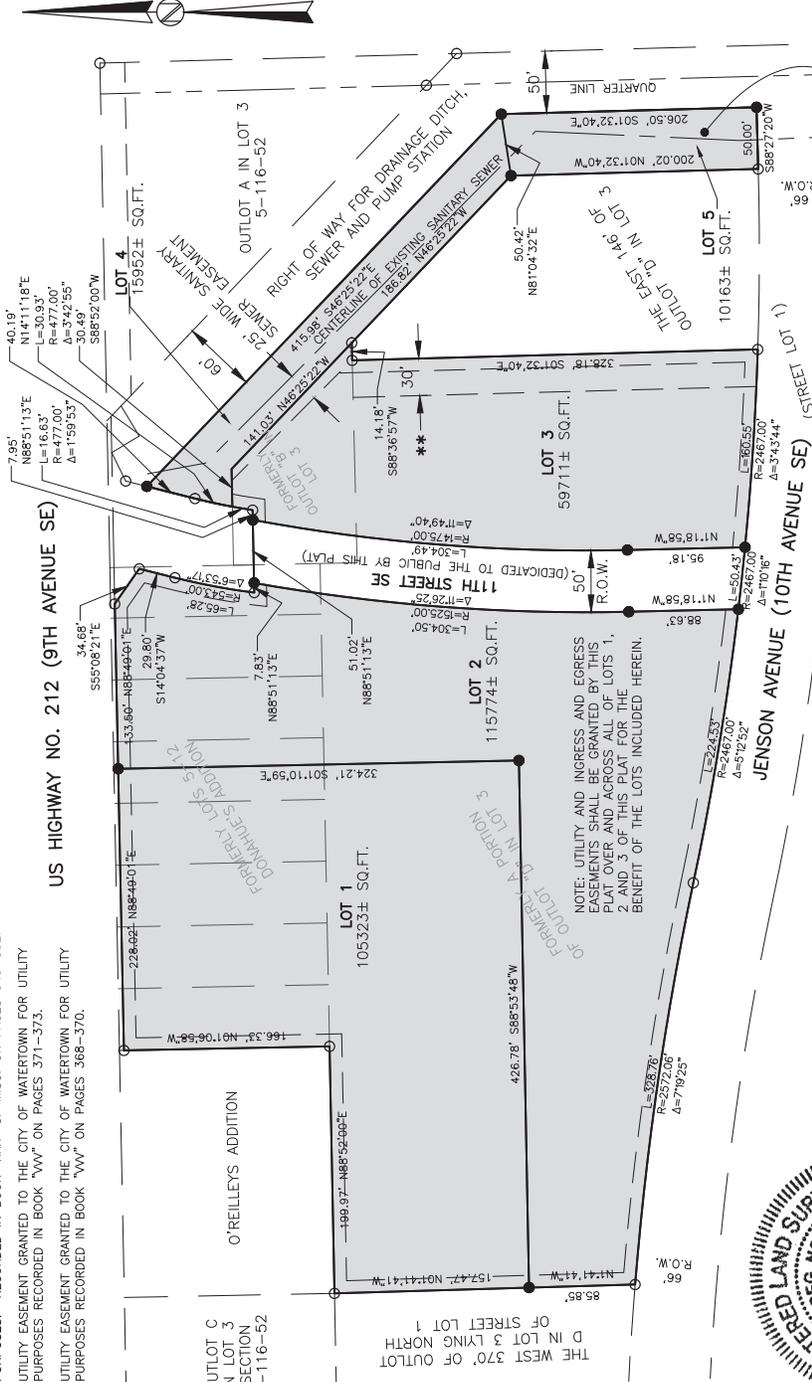
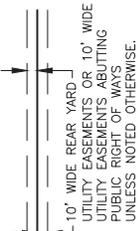
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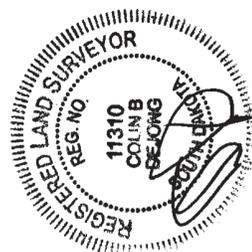
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JANUARY 24, 2022
 SCALE: 1"=100'
 ○ MONUMENT RECOVERED
 ● ½"X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET
 NOTE: THIS PLAT CONTAINS 7.50± ACRES OF WHICH 0.46± IS DEDICATED AS PUBLIC ROAD RIGHT OF WAY.



Registered Land Surveyor

Prepared By
 AASON ENGINEERING COMPANY, INC.
 1022 SIXTH STREET S.E.
 WATERTOWN, SD
 Telephone 605-882-2371

FORMERLY A PORTION OF THE RIGHT OF WAY FOR DRAINAGE DITCH, SEWER AND PUMP STATION. UTILITY AND INGRESS AND EGRESS EASEMENTS SHALL BE RETAINED OVER AND ACROSS LOTS 4 AND 5 OF THIS PLAT.

** VEHICULAR INGRESS AND EGRESS EASEMENT GRANTED TO THE EAST 146' OF OUTLOT D LYING NORTH OF STREET LOT 1. RECORDED IN BOOK "395" ON PAGES 177-178.

Exhibit A: 11th Street SE - Estimated Costs 4-6-22

| No. | Item | Quantity | Unit | Unit Price | Extended Price |
|---|---|----------|------|-------------|---------------------|
| EARTHWORK / GENERAL ITEMS | | | | | |
| 1 | Mobilization | Lump Sum | LS | \$20,000.00 | \$20,000.00 |
| 2 | Traffic Control Signs | 40 | SqFt | \$10.00 | \$400.00 |
| 3 | Traffic Control Miscellaneous Items | Lump Sum | LS | \$3,500.00 | \$3,500.00 |
| 4 | Remove and Dispose of Concrete Curb | 202 | Ft | \$2.00 | \$404.00 |
| 5 | Remove and Dispose of Asphalt Pavement | 2,335 | SqYd | \$8.00 | \$18,680.00 |
| 6 | Unclassified Excavation | 958 | CuYd | \$3.50 | \$3,353.00 |
| 7 | Topsoil Stripping | 350 | CuYd | \$3.50 | \$1,225.00 |
| 8 | Topsoil Placement | 421 | CuYd | \$5.00 | \$2,105.00 |
| 9 | Waste | 958 | CuYd | \$8.00 | \$7,664.00 |
| 10 | Undercut (As Needed for Soft Spot Repair) | 150 | CuYd | \$3.50 | \$525.00 |
| 11 | Pit Run (as Needed for Soft Spot Repair) | 300 | Ton | \$12.00 | \$3,600.00 |
| 12 | Geo-Textile Fabric (as Needed for Soft Spot Repair) | 450 | SqYd | \$3.50 | \$1,575.00 |
| 13 | Base Course | 1,568 | Ton | \$16.00 | \$25,088.00 |
| 14 | Type B66 Curb and Gutter | 542 | Ft | \$18.00 | \$9,756.00 |
| 15 | 6" Thick Concrete Valley Gutter | 73.1 | SqYd | \$80.00 | \$5,848.00 |
| 16 | 6" Thick Concrete Fillet Sections | 265.5 | SqYd | \$80.00 | \$21,240.00 |
| 17 | 4" Thick Concrete Sidewalk, Base and Subgrade | 788 | SqFt | \$7.00 | \$5,516.00 |
| 18 | Detectable Warning Panel | 100 | SqFt | \$42.00 | \$4,200.00 |
| 19 | Asphalt Concrete Class D | 340 | Ton | \$95.00 | \$32,300.00 |
| Subtotal | | | | | \$166,979.00 |
| STORM SEWER / SANITARY SEWER ITEMS | | | | | |
| 20 | 18" Dia. RCP (Class 2) | 413 | Ft | \$74.00 | \$30,562.00 |
| 21 | 18" Dia. RCP Flared End Section | 1 | Each | \$1,700.00 | \$1,700.00 |
| 22 | 2'x3' Type B Drop Inlet | 4 | Each | \$3,200.00 | \$12,800.00 |
| 23 | Type B Frame & Grate | 4 | Each | \$1,000.00 | \$4,000.00 |
| 24 | 6" Dia. Pvc (SDR26) Sanitary Sewer Service | 101 | Ft | \$42.00 | \$4,242.00 |
| Subtotal | | | | | \$53,304.00 |
| EROSION CONTROL ITEMS | | | | | |
| 25 | Temporary Rock Construction Entrance | 1 | Each | 1000 | \$1,000.00 |
| 26 | Sediment Control at Drop Inlets | 4 | Each | 350 | \$1,400.00 |
| 27 | Street Sweeping | 8 | Hour | 100 | \$800.00 |
| 28 | High Flow Silt Fence | 15 | Ft | \$5.50 | \$82.50 |
| 29 | Seeding & Mulching | 0.3 | Acre | \$4,000.00 | \$1,200.00 |
| Subtotal | | | | | \$4,482.50 |
| Sub Total | | | | | \$224,765.50 |
| 10% Contingency | | | | | \$22,476.55 |
| TOTAL | | | | | \$247,242.05 |

DOCUMENT PREPARED BY:
Aason Engineering Company, Inc.
1022 6th St SE
Watertown, SD 57201
Phone #: 605-882-2371

**UTILITY AND ACCESS
EASEMENT AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between, **Sinclair Land and Cattle, LLC**, Party of the First Part, hereinafter referred to as Grantor, and the **City of Watertown, SD**, a municipal corporation of the State of South Dakota, Party of the Second Part, hereinafter referred to as Grantee, WITNESSETH:

That for and in consideration of the sum of One Dollar, and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants to the City of Watertown, SD, Grantee, or its assigns, a **Perpetual right-of-way Easement for Utilities, Maintenance and Ingress and Egress**, incident to its continued use across the premises of the Grantors as illustrated on Exhibit A and described as follows to wit:

Lot 4 of the plat entitled, "Sinclair First Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

(the "Premises")

As a part of the consideration of this grant of a **Perpetual right-of-way Easement for Utilities, Maintenance and Ingress and Egress**, the Grantee for itself, agents and assigns, covenants and agrees to hold harmless the Grantor from any and all claims of third persons which arise from or emanate from the exercise thereof.

Further, Grantee, shall, at any and all times, have the privilege of ingress and egress to the Premises and the right to encroach upon the property of the Grantor as is incident to its use of said land in connection with the maintenance or removal of any existing or future utilities, the installation of any new utilities, and the maintenance of the adjacent public drainage way; further, that said Grantee shall, whenever it becomes necessary to come upon the Premises, make every reasonable effort to minimize inconvenience to the Grantor, and cause as little damage to the Premises as can reasonably be done; and further that the Grantor shall have the right and privilege of using the Premises as the Grantor may deem necessary or desirable, provided that the Grantor's use does not unreasonably block, obstruct or interfere with the intended use of the Premises by the Grantee under this Agreement.

Grantor shall be wholly responsible for maintenance, repair, and replacement of any improvements on the Premises. In the event of removal or damage to any improvements on the Premises due to the Grantee's use of the rights granted by this easement, the Grantor shall be responsible for replacing such improvements at their sole cost with no obligation of the Grantee. It is also understood by the Grantor that there may be disruption to parking, driving areas or business activities caused by the use

Agenda Item 8.(i) Approval of Resolution No. 22-30, the Plat of Sinclair...

of this easement by the Grantee and the Grantor shall hold the Grantee harmless to any costs associated with these disruptions.

Grantor:

Grantee:

Clark Sinclair, Acting Agent
Sinclair Land and Cattle, LLC

Amanda Mack
City Manager

ATTEST:

Kristen Bobzien
Finance Officer

(SEAL)

State of South Dakota)
 : SS
County of Codington)

On this the ___ day of _____, 2022, before me, the undersigned officer, personally appeared *Clark Sinclair, Acting Agent for Sinclair Land and Cattle, LLC.*, known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires:

State of South Dakota)
 : SS
County of Codington)

On this the ___ day of _____, 2022, before me, the undersigned officer, personally appeared Amanda Mack and Kristen Bobzien, who acknowledged themselves to be the City Manager and Finance Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such City Manager and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as City Manager and Finance Officer.

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

(SEAL)

Notary Public

My Commission Expires:

Agenda Item 8.(i) Approval of Resolution No. 22-30, the Plat of Sinclair...

Prepared by:
Community Development Division
City of Watertown
23 Second Street NE
P.O. Box 910
Watertown, SD 57201
(605) 882-6202

RESOLUTION NO. 22-30

RECOMMENDED BY THE CITY PLAN COMMISSION

PLAT OF SINCLAIR FIRST ADDITION

BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, having viewed this plat, and having received a recommendation from the Watertown Plan Commission, does hereby approve this plat of:

Plat of "Sinclair First Addition to the Municipality of Watertown, in the County of Codington, South Dakota"

Dated at Watertown, South Dakota, this 21st day of June, 2022.

The above and foregoing Resolution was moved for adoption by Alderperson _____, seconded by Alderperson _____, and upon roll call vote all voted aye, whereupon the Mayor declared the same to be duly passed and adopted.

I hereby certify that Resolution No. 22-30 was published in the Watertown Public Opinion, the official newspaper of said City (as part of the minutes of the City Council meeting of _____, 2022), on the ____ day of _____, 2022, and a copy of the publication is on file in the City Finance Office.

Kristen Bobzien, Finance Officer

City of Watertown

Attest:

Kristen Bobzien
Finance Officer

Ried Holien
Mayor