



City Council

Agenda Item

Subject: Approval of Resolution No. 22-10, the Plat of Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota and Authorization for the City Manager to Sign the Development Agreement

Meeting: City Council - Mar 21 2022

From: Heath VonEye, Public Works Director/City Engineer

BACKGROUND INFORMATION:

Background:

Owners and Developers, the Benedictine Sisters of Watertown/ Mother of God Monastery, have submitted the Plat of Harmony Hill Second Addition for approval. Harmony Hill Second Addition is located west of US Highway 81 and south of 20th Avenue S, the plat includes 83.47 acres. The Concept Plan for Harmony Hill was approved by the Plan Commission at the October 7th, 2021 meeting (5-0). The area was annexed and zoned following approval by the City Council on July 6th, 2021. A rezone petition has also been submitted to be approved in conjunction with the plat to have the zoning designations conform to the platted lot boundaries.

The Plat includes (3) PUD Planned Unit Development lots, (1) C-3 Highway Commercial District lot, (3) R-3 Multi-Family Residential District lots, and (1) A-1 Agricultural District outlet. The Developer will retain ownership of 'Detention Outlot A' for the development's storm water detention and enter a BMP Maintenance Agreement with the City. The Developer will also retain ownership of Challenger Park (24.36 Acres) and be responsible for its development and maintenance but it will be open to the public as approved by the Park Board on May 25th, 2021.

The Plat of Harmony Hill Second Addition conforms to the approved Concept Plan. The Preliminary and Construction Plans have been reviewed and approved by City staff and the Plat is in conformance with each. A Development Agreement will be entered into and recorded with the Plat of Harmony Hill Second Addition, outlining the Developer's infrastructure installation requirements.

The Plan Commission recommended approval to City Council at the March 9th, 2022 meeting (7-0).

Facts:

- Lots will be served by public sanitary sewer and water services.
- This property is not within Sioux Rural Water Systems Territory for water service.
- Owners shall also continue working with WMU to determine infrastructure improvements necessary to provide adequate service.
- Challenger Park meets park dedication requirements for the plat but will not be dedicated/deeded to the city.

SUGGESTED MOTION:

I move to approve Resolution No. 22-10, the Plat of Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota and Authorization for the City Manager to Sign the Development Agreement

STAFF REFERENCE(S):

Brandi Hanten

ATTACHMENT(S):

[Plat of Harmony Hill Second Addition](#)

[Vicinity Map](#)

[Development Agreement](#)

[Resolution No. 22-10](#)

PLAT OF HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

THIS PLAT IS A RE-PLAT OF AND SHALL VACATE ALL OF LOT 2, LOT 3, AND 28TH AVENUE SOUTH (A PRIVATE ROAD), CEMETERY LOT 7, HARMONY HILL LOT 4, MONASTERY LOT 5, AND BENET PLACE LOT 6 ALL OF THE PLAT ENTITLED, "BENEDICTINE SISTERS SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN, IN SECTION 7, T116N, R52W OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA. RECORDED IN BOOK "NP" OF PLATS ON PAGE 805-815.

THIS PLAT IS ALSO A PORTION OF THE NW $\frac{1}{4}$, NE $\frac{1}{4}$ AND SE $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 116 NORTH, RANGE 52 WEST OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA.

250 0 250

DECEMBER 14, 2021
SCALE: 1"=250'

MONUMENT RECOVERED
1/2"X18" REBAR W/ PLASTIC
CAP STAMPED #11310 SET

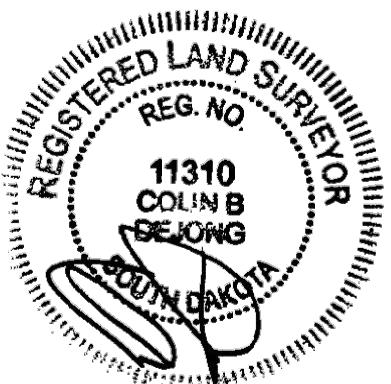
NOTE: BEARINGS ARE BASED
ON UTM ZONE 14 - WGS84.
GROUND DISTANCES SHOWN.

NOTE: THIS PLAT CONTAINS
83.47± ACRES OF WHICH
9.60± IS DEDICATED AS
PUBLIC ROAD RIGHT OF WAY.

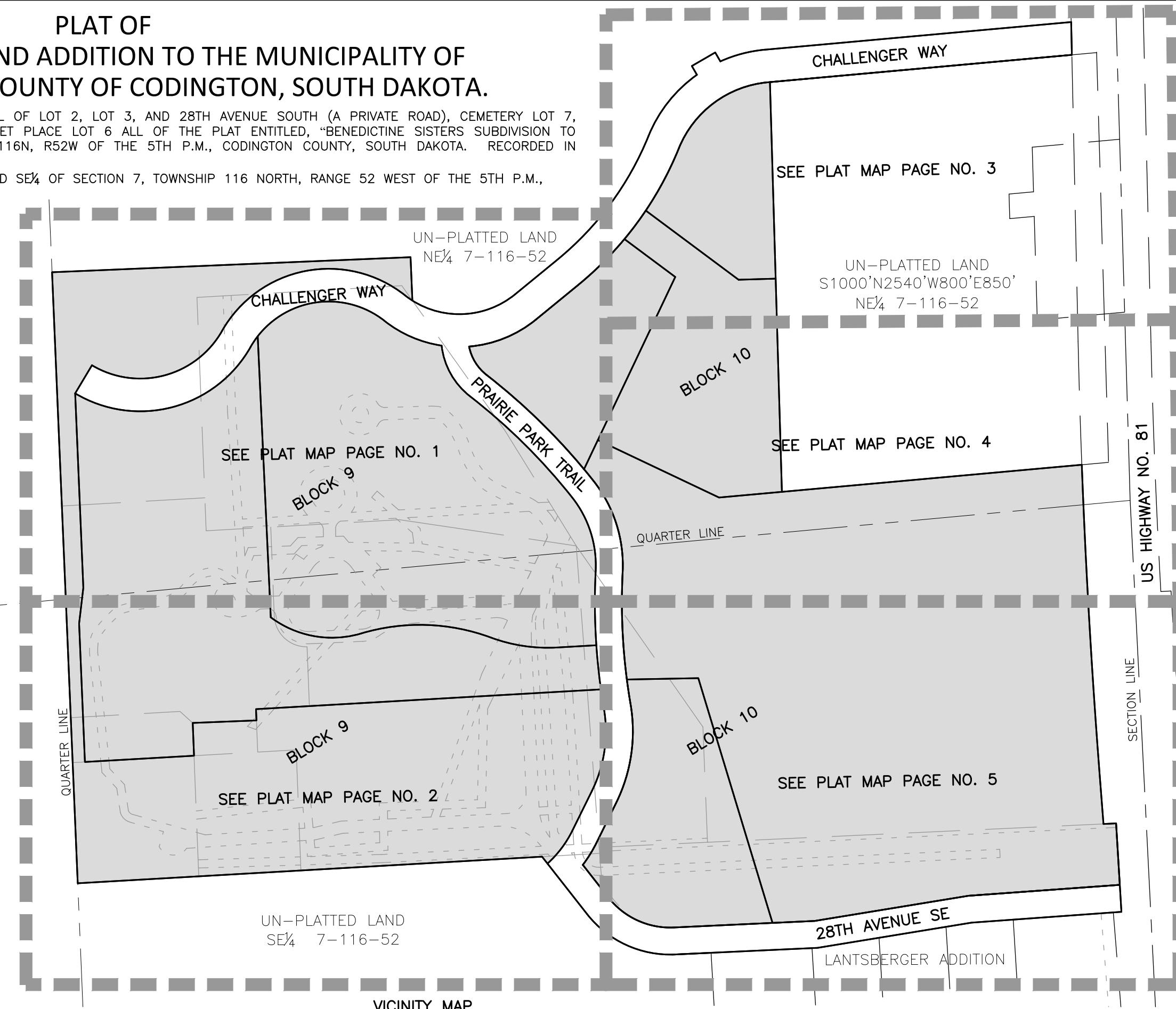


Prepared By
AASON ENGINEERING COMPANY, INC.

1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371



Registered Land Surveyor



**PLAT OF
HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS

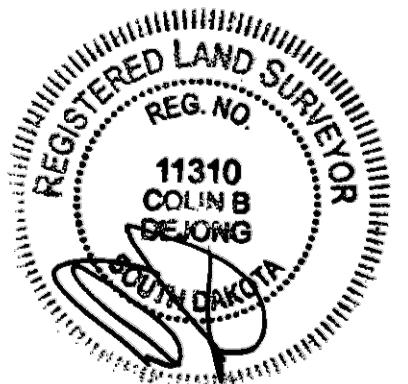
A horizontal scale with numerical labels at 100, 0, and 100. The scale is marked with vertical lines and horizontal grid lines. A vertical line is positioned exactly halfway between the first and second tick marks on the left, and another is positioned exactly halfway between the second and third tick marks on the right.

DECEMBER 14, 202
SCALE: 1" = 100'

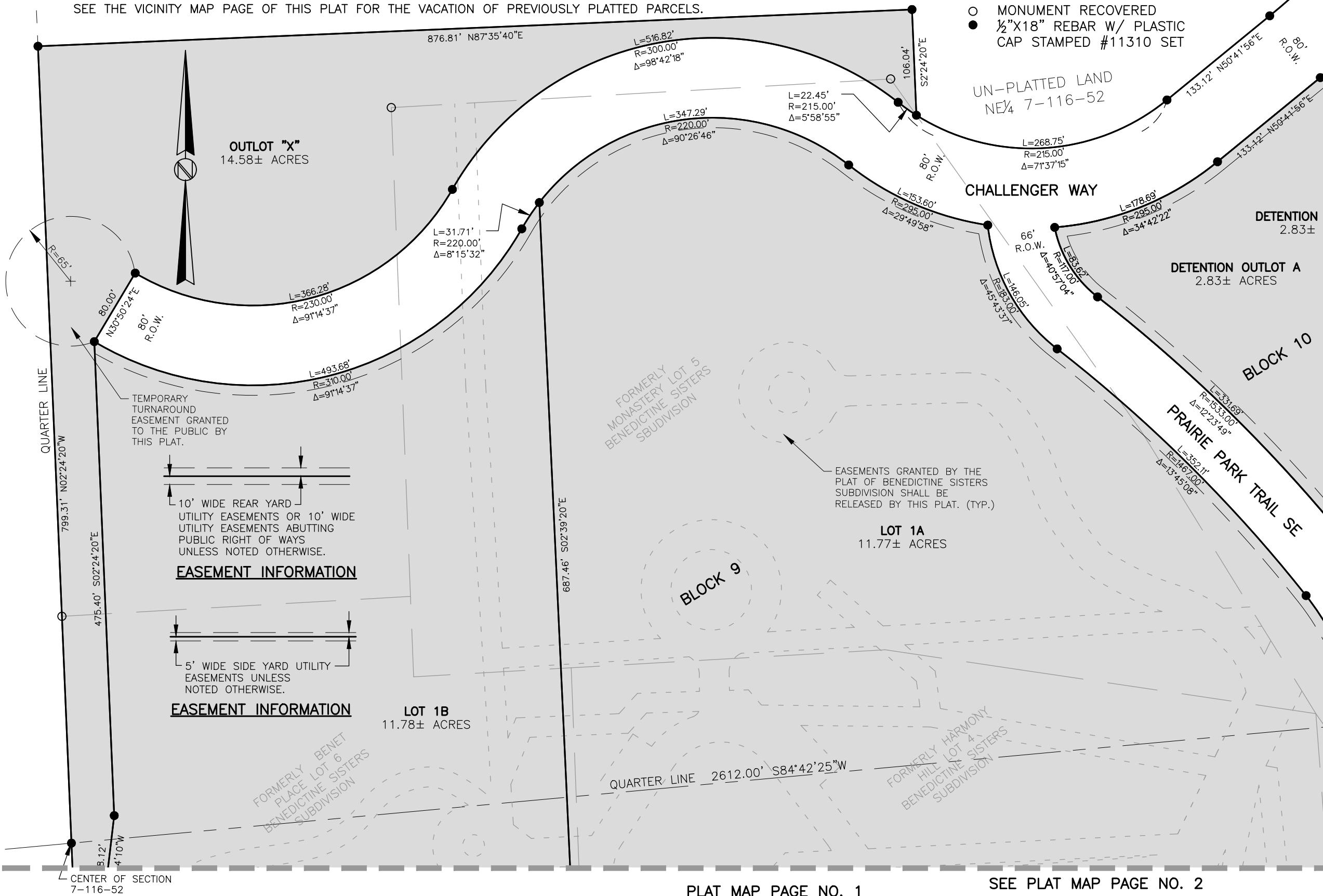
- MONUMENT RECOVERED
- $\frac{1}{2}$ "X18" REBAR W/ PLASTIC
CAP STAMPED #11310 SET

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1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371



Registered Land Surveyor



PLAT MAP PAGE NO. 1

SEE PLAT MAP PAGE NO. 2

DECEMBER 14, 2021
SCALE: 1"=100'
○ MONUMENT RECOVERED
● ½"X18" REBAR W/ PLASTIC
CAP STAMPED #11310 SET

10' WIDE REAR YARD
UTILITY EASEMENTS OR 10' WIDE
UTILITY EASEMENTS ABUTTING
PUBLIC RIGHT OF WAYS
UNLESS NOTED OTHERWISE.

The diagram shows a horizontal line representing a property boundary. A double-headed arrow is positioned on the left side of the line, indicating a width of 5'. To the right of this arrow, the text '5' WIDE SIDE YARD UTILITY EASEMENTS UNLESS NOTED OTHERWISE.' is written. The line continues to the right with several short horizontal dashes.

**PLAT OF
HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS.

UN-PLATTED LAND
NE $\frac{1}{4}$ 7-116-52

UN-PLATTED LAND
NE $\frac{1}{4}$ 7-116-52

DETENTION OUTLOT A
11.77± ACRES

LOT 2
11.77± ACRES

LOT 3
2.30± ACRES

CHALLENGER WAY

SECTION LINE

US HIGHWAY NO. 81

SECTION LINE

2642.28' N01°40'13"W

2642.28' N01°40'13"W

SEE PLAT MAP PAGE NO. 4

UN-PLATTED LAND
S1000'N2540'W800'E850'
NE $\frac{1}{4}$ 7-116-52

1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 625-6221

REGISTERED LAND
REG. NO.
11310
COLIN B
SEJONG
SOUTH DAKOTA

AASON
ENGINEERING
COMPANY, INC.

Prepared By
AASON ENGINEERING COMPANY, INC.

3.12' N50°41'56"E
R.O.W.

159.94' R=840.00' Δ=0°54'35"
154.84' S53°48'24"E

87.04' R=840.00' Δ=5°56'13"
282.79' S53°48'24"E

179.75' R=60.00' Δ=28°37'45"
172.74' R=840.00' Δ=1°46'58"

24.87' N30°03'07"W
66.00' N59°56'53"E
25.16' S30°03'07"E
L=13.18' R=340.00' Δ=19°04'22"

5.00' S84°50'19"W
745.78' S84°50'19"W
751.26' N84°50'19"E

80.19' S11°4'35"E
80.19' R.O.W.

480.55' S01°40'13"E

11.77' N88°19'47"E

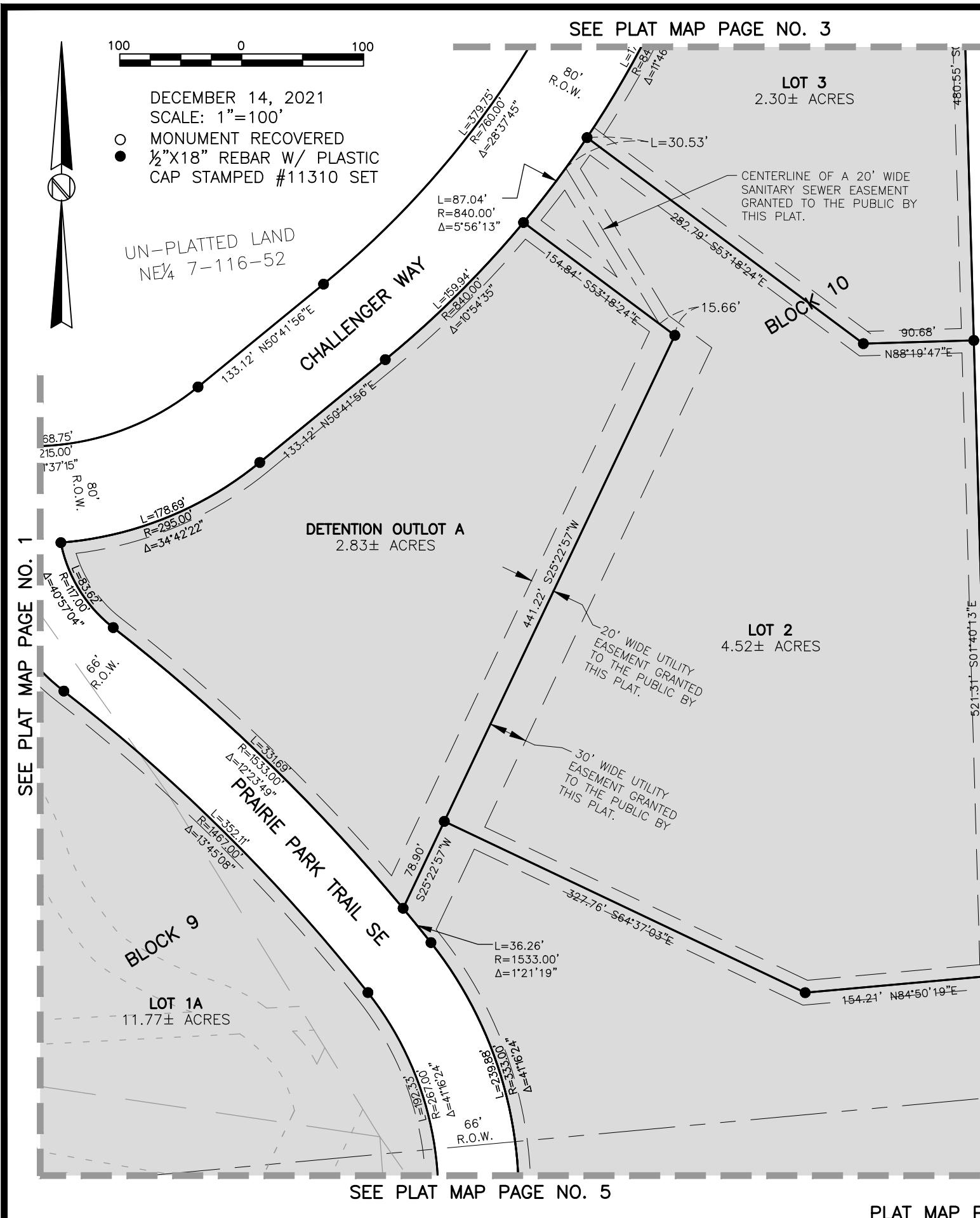
90.68'

Basinwood Land Co.

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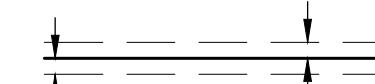


Registered Land Surveyor

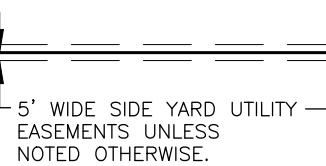


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HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS.



-10' WIDE REAR YARD
UTILITY EASEMENTS OR 10' WID
UTILITY EASEMENTS ABUTTING
PUBLIC RIGHT OF WAYS
UNLESS NOTED OTHERWISE.



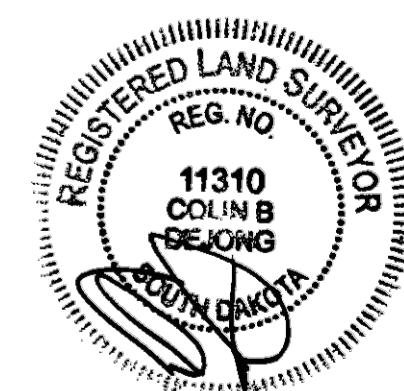
EASEMENT INFORMATION

EASEMENT INFORMATION

UN-PLATTED LAND
S1000'N2540'W800'E850
NE $\frac{1}{4}$ 7-116-52



Prepared By
AASON ENGINEERING COMPANY, INC.



Registered Land Surveyor

PLAT MAP PAGE NO. 4

PLAT OF
HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

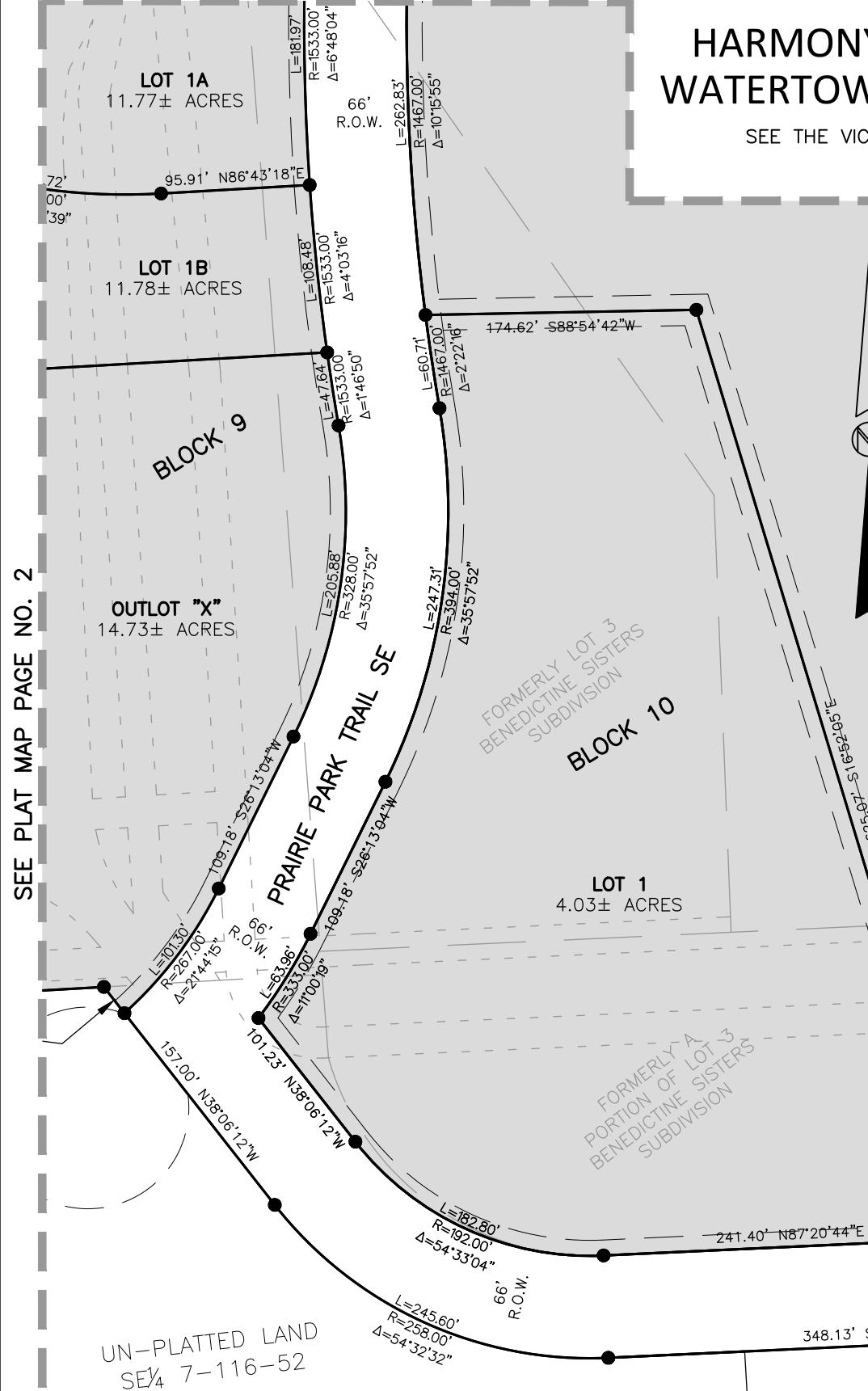
SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS.

SEE PLAT MAP PAGE NO. 4



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1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371



DECEMBER 14, 2021
SCALE: 1"=100'
● MONUMENT RECOVERED
½"X18" REBAR W/ PLASTIC
CAP STAMPED #11310 SET

CHALLENGER PARK
24.36± ACRES

EASEMENT INFORMATION

EASEMENT INFORMATION

10' WIDE REAR YARD
UTILITY EASEMENTS OR 10' WIDE
UTILITY EASEMENTS ABUTTING
PUBLIC RIGHT OF WAYS
UNLESS NOTED OTHERWISE.

5' WIDE SIDE YARD UTILITY
EASEMENTS UNLESS
NOTED OTHERWISE.

20' WIDE UTILITY EASEMENT
GRANTED TO THE PUBLIC BY
THIS PLAT. SAID EASEMENT IS
INTENDED TO BE CENTERED ON
THE EXISTING OVERHEAD
TRANSMISSION LINE.

EASEMENT INFORMATION

EASEMENTS GRANTED BY THE
PLAT OF BENEDICTINE SISTERS
SUBDIVISION SHALL BE
RELEASED BY THIS PLAT. (TYP.)

28TH AVENUE SE

LANTSBERGER ADDITION



Registered Land Surveyor

PLAT OF
HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

* * * * *

PROPRIETOR'S CERTIFICATE

I, Sister Theresa Hoffman, prioress, acting agent for **Benedictine Sisters of Mother of God Monastery** (formerly known as Mother of God Monastery, Benedictine Sisters of Mother of God Priory, and Mother of God Priory), the owner of the following described property: *"All of Cemetery Lot 7, Lot 2, Lot 3, and 28th Avenue South, Harmony Hill Lot 4, Monastery Lot 5, Benet Place Lot 6 all of the plat entitled, "Benedictine Sisters Subdivision to the Municipality of Watertown, in Section 7, T116N, R52 W of the 5th P.M., Codington County, South Dakota; AND the NE1/4 of Section 7, Township 116 North, Range 52 West of the 5th P.M., Codington County, South Dakota;" and "the NE1/4, NW1/4 and SE1/4 of Section 7, T116N, R52 West of the 5th P.M., Codington County South Dakota, LESS deeded and platted parcel contained therein,"* hereby certify that I have caused a portion of the foregoing described property to be surveyed and platted into a parcel of land hereafter to be known as:

"Harmony Hill Second 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 to the public for public use all rights of ways and 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__.

Acting Agent
Benedictine Sisters of Mother of
God Monastery,

* * * * *



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

PLAT OF
**HARMONY HILL SECOND 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 **Sister Theresa Hoffman, Prioress**, acting agent for **Benedictine Sisters of Mother of God Monastery** (formerly known as Mother of God Monastery, Benedictine Sisters of Mother of God Priory, and Mother of God Priory), known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who acknowledged that he 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
HARMONY HILL SECOND 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

* * * * *

HIGHWAY AUTHORITY'S CERTIFICATE

No Access to US Highway 81 is approved. This does not replace the need for any permits required by law to establish the precise access location, including permit requirements set forth in Administrative Rule of South Dakota 70:09:01:02.

Dated this _____ day of _____, 20_____.

Matt Brey, Watertown Area Engineer
South Dakota Dept. of Transportation

* * * * *

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 Right of Ways. All access locations to be determined at building permit issuance.

Dated this _____ day of _____, 20_____.

Heath VonEye. PE
City Engineer, Watertown, SD



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

**PLAT OF
HARMONY HILL SECOND 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 **“Harmony Hill Second 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:

Mayor
City of Watertown, South Dakota

City Finance Officer, City of Watertown

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



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

PLAT OF
HARMONY HILL SECOND 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 _____.

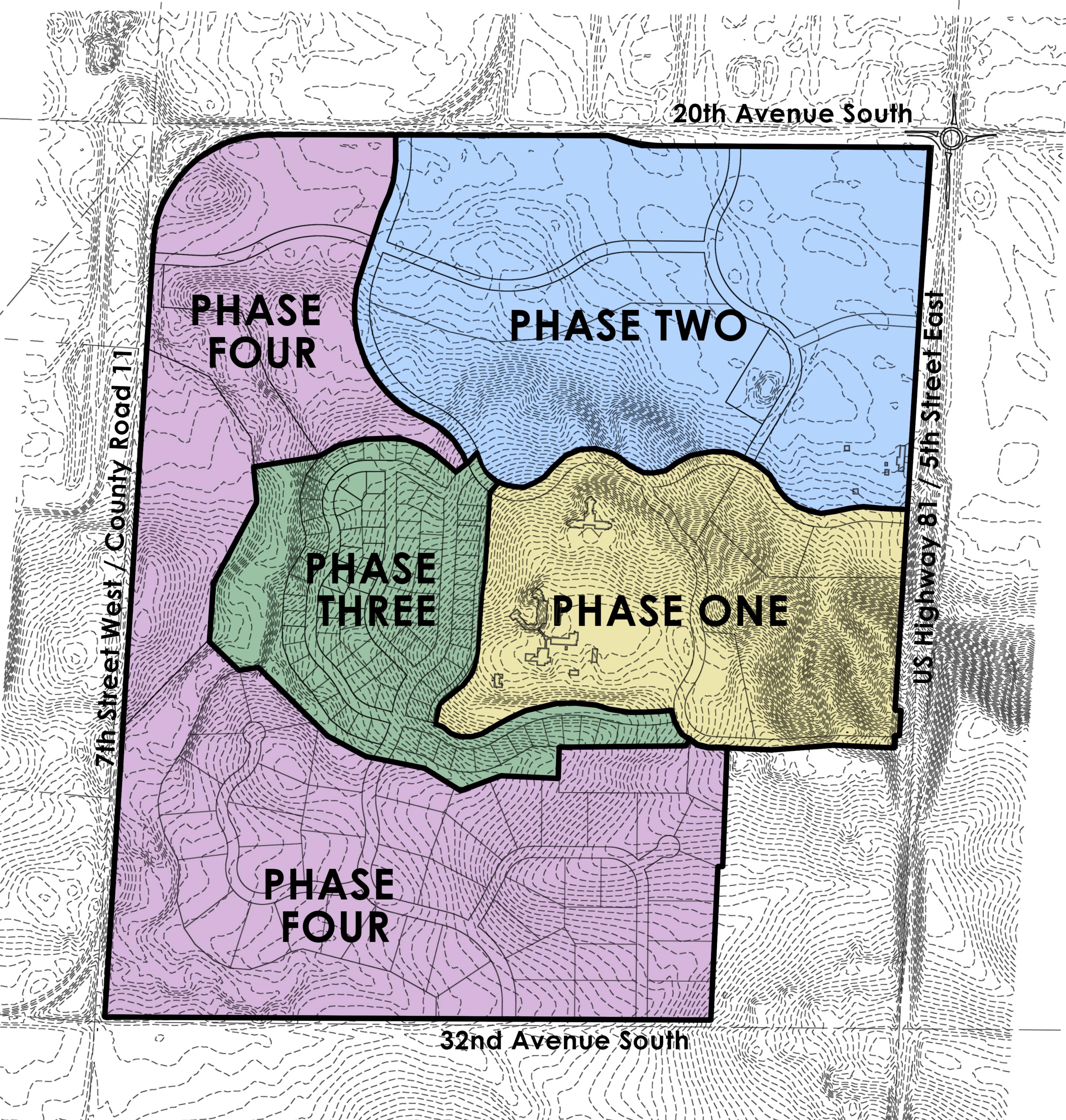
Register of Deeds,
Codington County, SD



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



Benedictine Sisters of Watertown



Phasing Table

Phase One

Area: +/- 86 acres
Timeframe: 2021-2023*

Phase Two

Area: +/- 128 acres
Timeframe: 2023-2025*

Phase Three

Area: +/- 66 acres
Timeframe: 2025-2027*

Phase Four

Area: +/- 215 acres
Timeframe: 2027-2030*

**Note: Phasing & development timeframes are subject to change depending on current and future market demand.*

Phasing Plan

Harmony Hill Concept Plan

4/8/21

PAGE 8



Hoffman

Planning, Design & Construction, Inc.
800.236.2370 | hoffman.net

Document prepared by:
City of Watertown
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 Sister Theresa Hoffman, prioress, acting agent for Benedictine Sisters of Mother of God Monastery (formerly known as Mother of God Monastery, Benedictine Sisters of Mother of God Priory, and Mother of God Priory), owner, 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 that it is the owner of a tract of land legally described as:

"All of Cemetery Lot 7, Lot 2, Lot 3, and 28th Avenue South, Harmony Hill Lot 4, Monastery Lot 5, Benet Place Lot 6 all of the plat entitled, "Benedictine Sisters Subdivision to the Municipality of Watertown, in Section 7, T116N, R52 W of the 5th P.M., Codington County, South Dakota; AND the NE1/4 of Section 7, Township 116 North, Range 52 West of the 5th P.M., Codington County, South Dakota;" and "the NE1/4, NW1/4 and SE1/4 of Section 7, T116N, R52 West of the 5th P.M., Codington County South Dakota, LESS deeded and platted parcel contained therein,"

Which upon platting shall be known as:

"Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota"

2. Developer certifies that it has the legal authority to enter into this agreement.
3. Developer has caused the Plat of said property to be prepared in accordance with City's subdivision regulations; and
4. A copy of the plat drawing is attached hereto and incorporated by reference; and
5. City subdivision regulations require that all infrastructure improvements essential to the proper development of any subdivision, or portion thereof, be completed by the Developer; and
6. 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
7. 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.
8. 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, woven textile fabric, 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 City. All public improvements shall be installed in accordance with the Construction Plans filed with and approved by the City Engineer, as applicable.
- b. A cost estimate of all required improvements is attached hereto as Exhibit A.
- c. 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 and with written acceptance by the City Council.

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) Challenger Way, included on the plat, shall be constructed to City Engineering Design Standards for a commercial collector street section in accordance with the approved construction plans with a temporary turn-around to be constructed with compacted subgrade, 9" minimum base course, and a minimum of 6" asphalt millings or gravel.
 - 2) Prairie Park Trail, included on the plat, shall be constructed to City Engineering Design Standards for a local residential street section in accordance with the approved construction plans with a temporary turn-around to be constructed with compacted subgrade, 9" minimum base course, and a minimum of 6" asphalt millings or gravel.
 - 3) A portion of Commons Street SE, included on the plat, shall be constructed to City Engineering Design Standards for a commercial collector street section in accordance with the approved construction plans with a temporary turn-around to be constructed with compacted subgrade, 9" minimum base course, and a minimum of 6" asphalt millings or gravel.
 - 4) The portion of 28th Avenue SE, included on the plat, west of Station 131+70 as shown on the approved construction plans, shall be constructed to City Engineering Design Standards for a local residential street section with a temporary turn-around to be constructed with compacted subgrade, 9" minimum base course, and a minimum of 6" asphalt millings or gravel in accordance with the approved construction plans.
 - 5) The portion of 28th Avenue SE, included on the plat, east of Station 131+70 as shown on the approved construction plans, should remain in good condition acceptable to the City Engineer to be accepted with the required street improvements in this agreement. If maintenance work is required, the Developer shall perform such work prior to City acceptance.
- b. Developer agrees to maintain the turn-around in good condition to the satisfaction of the City Engineer. Developer understands that it shall be the responsibility of the Developer or their

successors in interest to remove the temporary turn-around and stabilize the site at such time that the City Engineer determines the turn-around is no longer needed.

c. When the portion of 28th Avenue SE adjacent to Challenger Park and Lot 1 of Block 10 is improved to City Engineering Design Standards as a local residential street in accordance with the final plans approved by the City Engineer, the Developer or its successors shall be responsible for the pro-rata cost share in the amount of one-half (1/2) the total cost.

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.
- b. Sanitary sewer will not be extended east of Station 131+70 on 28th Avenue SE as shown on the approved construction plans.

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, detention/retention ponds and other related and required drainage improvements.
- b. Developer shall comply with City Stormwater regulations found in Title 23 of the City Ordinances.
- c. The Developer shall execute a Best Management Practice Maintenance Agreement with the City to establish the Developer's responsibility for the design, construction, engineering, and maintenance of the stormwater management facilities and best management practices located within Detention Outlot A as shown on the plat and the approved construction plans for Harmony Hill Second Addition.

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 Watertown Municipal Utilities Department.
- b. Developer shall install, or cause to be installed, water services to the property line for each lot so served.
- c. Water services will not be extended east of Station 131+70 on 28th Avenue SE as shown on the approved construction plans.

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 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

agrees 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 may be required for development of the individual lots within the subdivision, and intends to pass the responsibility for fill and grade (excluding utility easements and drainage ways) on to 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 as shown on the approved construction plans to include: Detention Outlot A in Block 10, Lot 1A in Block 9 and Challenger Park abutting Prairie Park Trail SE.
- c. For portions of sidewalk not shown on the approved construction plans, the 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.
- d. All remaining sidewalks shall be installed by Developer on or before April 15th, 2027. 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 specially 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.

8. PARK DEDICATION

- a. Notwithstanding the provisions of 14.0120 of the Revised Ordinances of the City of Watertown, the Park, Recreation, and Forestry Board approved the park dedication for the Plat of Harmony Hill Second Addition at the May 25th, 2021 meeting.
- b. Developer is required to reserve Challenger Park (24.36 acres) in Block 10 shown on the plat as park to be privately maintained but open to the public for use.

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 acknowledges 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, its 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 acknowledges 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 agrees that if at any time in the future the City determines it is necessary or desirous to install aggregate base and grading, geo-textile fabric, concrete curb & gutter, bituminous paving, sidewalk, storm sewer and appurtenances, 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, storm sewer and appurtenances, sanitary sewer and services, water services is the Developer's covenant 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. Maintenance of Gravel Streets Under Development

For streets under construction the Developer will provide minimum maintenance and snow removal on gravel and first lift asphalt streets to provide minimum vehicular passage and provide minimum street sweeping on asphalt streets. If there is any damage to manholes, valves, curb and gutter, valley gutters, or other appurtenances, repairs shall be done at the Developer's expense. Gravel streets will be allowed through one winter season only. The City will take over maintenance upon completion of the final lift of asphalt and written acceptance by the City.

2. Completion of Final Lift on Street

No sooner than one (1) year after the first lift has been applied or at any time when requested by the City, the Developer shall place the final lift of asphalt on the street. Prior to this action, the Developer will notify the City and state its intentions. The City Engineer will inspect the improvements and make an inspection report to the Developer as to the necessary work needed for the project to meet City specifications. This inspection report will encompass all aspects of the water, sanitary sewer, storm sewer, curb and gutter, or any other part of the construction as provided for in the preliminary plan as approved. Adjustments or repairs will be the responsibility of the Developer and shall be made prior to the placement of the final lift.

3. Final Acceptance of Improvements

After the Developer deems that all the street and utility improvements have been completed and has placed the final lift of asphalt, the Developer will notify the City in writing that the street is completed. The City Engineer will then inspect all the improvements and inform the Developer of any deficiencies. And those deficiencies shall be remedied by the Developer at the Developer's expense. Prior to final acceptance the Developer shall furnish a complete set of "As-Built" drawings in AutoCAD format to the City Engineer. Upon the recommendation of the City Engineer, the City will then issue a Certificate of Completion noting any deficiencies and setting a date as to when the one (1) year warranty will end.

4. Developer's Warranty Responsibilities

The Developer shall warranty the water, sanitary sewer, storm sewer, curb and gutter, valley gutter 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.

DEVELOPER:

Sister Theresa Hoffman, Prioress, Acting Agent
Benedictine Sisters of Mother of God Monastery
110 28th Avenue SW
Watertown, SD 57201
Phone: (605) 882-6646

CITY OF WATERTOWN:

Amanda Mack, City Manager
City of Watertown
PO Box 910
Watertown, SD 57201
Phone: (605) 882-6200

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 *Sister Theresa Hoffman, Prioress, Acting Agent for Benedictine Sisters of Mother of God Monastery*, 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:

PLAT OF HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

THIS PLAT IS A RE-PLAT OF AND SHALL VACATE ALL OF LOT 2, LOT 3, AND 28TH AVENUE SOUTH (A PRIVATE ROAD), CEMETERY LOT 7, HARMONY HILL LOT 4, MONASTERY LOT 5, AND BENET PLACE LOT 6 ALL OF THE PLAT ENTITLED, "BENEDICTINE SISTERS SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN, IN SECTION 7, T116N, R52W OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA. RECORDED IN BOOK "NP" OF PLATS ON PAGE 805-815.

THIS PLAT IS ALSO A PORTION OF THE NW $\frac{1}{4}$, NE $\frac{1}{4}$ AND SE $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 116 NORTH, RANGE 52 WEST OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA.

250 0 250

DECEMBER 14, 2021
SCALE: 1"=250'

MONUMENT RECOVERED
1/2"X18" REBAR W/ PLASTIC
CAP STAMPED #11310 SET

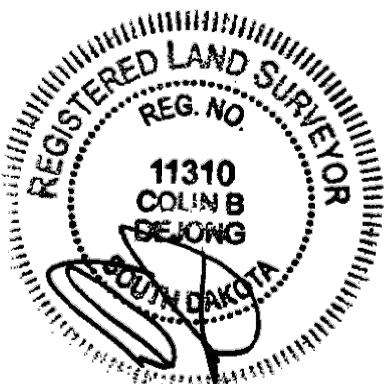
NOTE: BEARINGS ARE BASED
ON UTM ZONE 14 - WGS84.
GROUND DISTANCES SHOWN.

NOTE: THIS PLAT CONTAINS
83.47± ACRES OF WHICH
9.60± IS DEDICATED AS
PUBLIC ROAD RIGHT OF WAY.

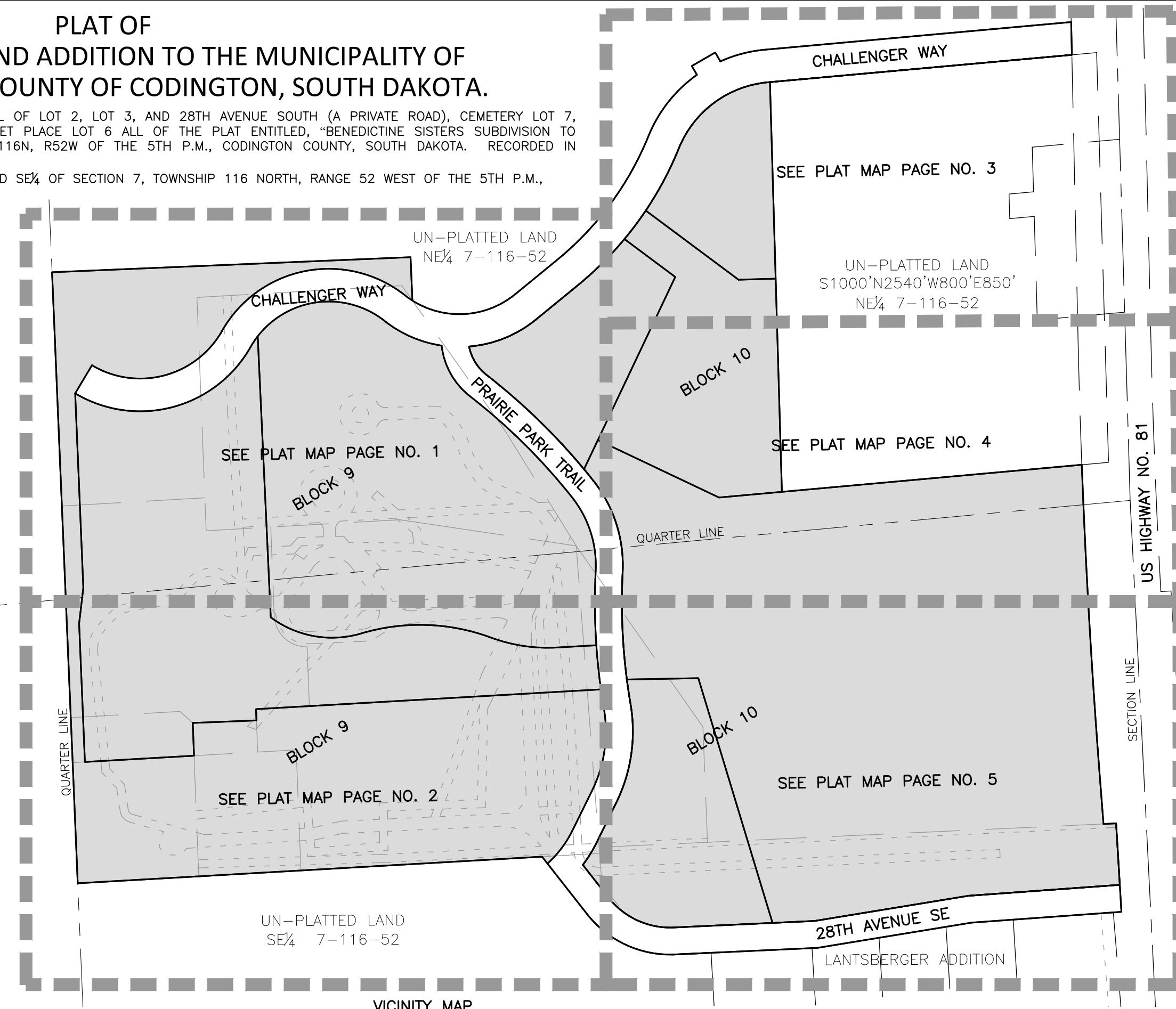


Prepared By
AASON ENGINEERING COMPANY, INC.

1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371



Registered Land Surveyor



PLAT OF
HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

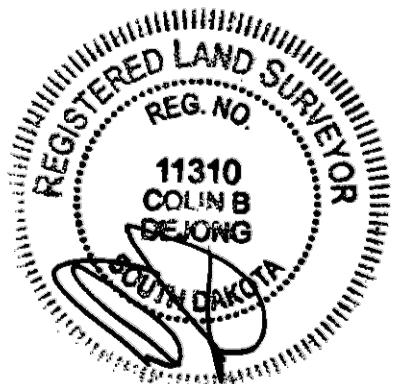
SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS

DECEMBER 14, 202
SCALE: 1" = 100'

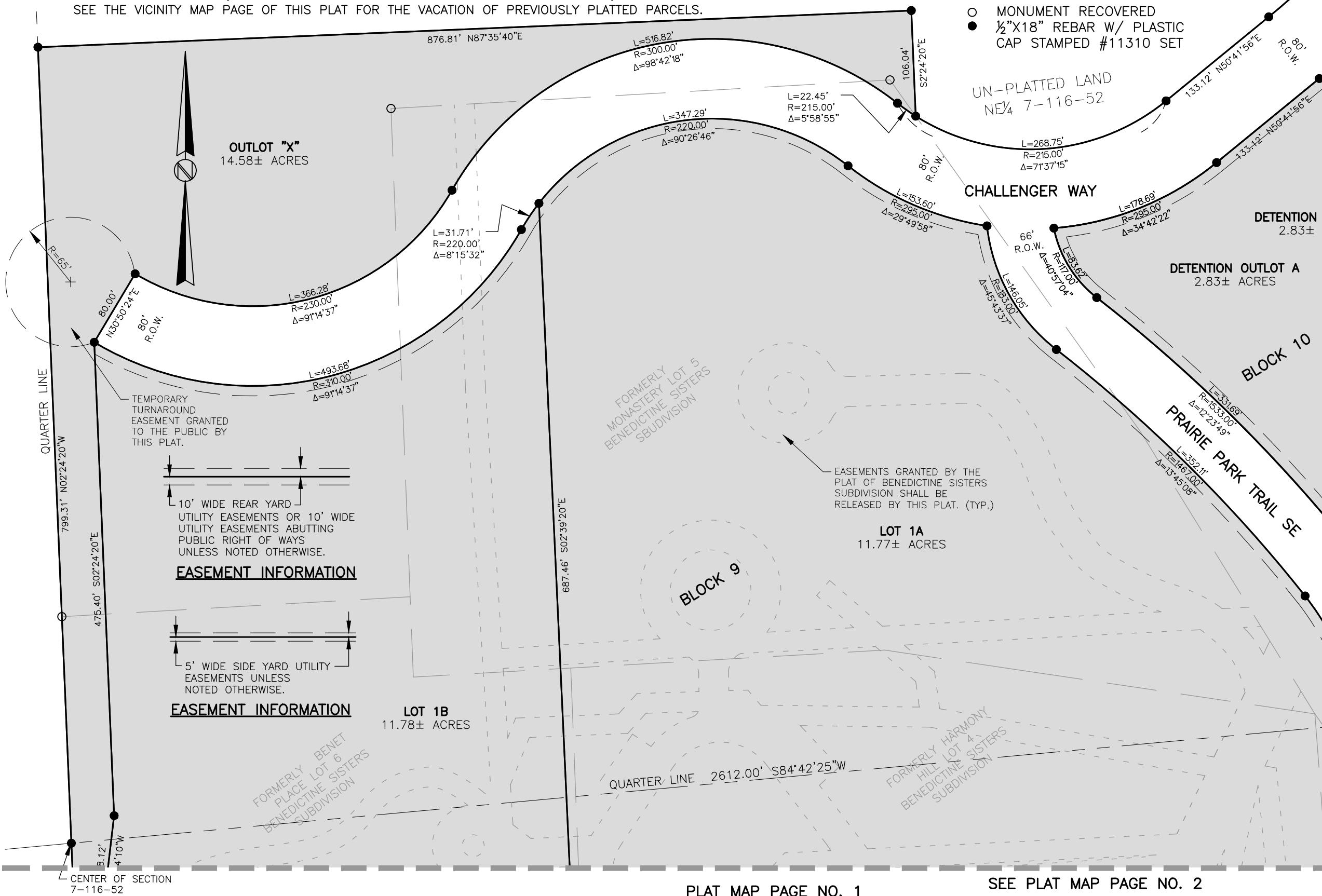
- MONUMENT RECOVERED
- $\frac{1}{2}$ "X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET

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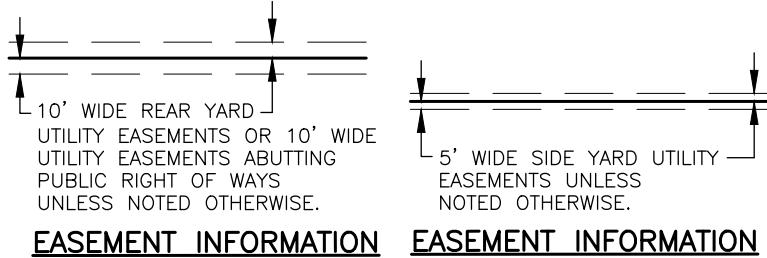
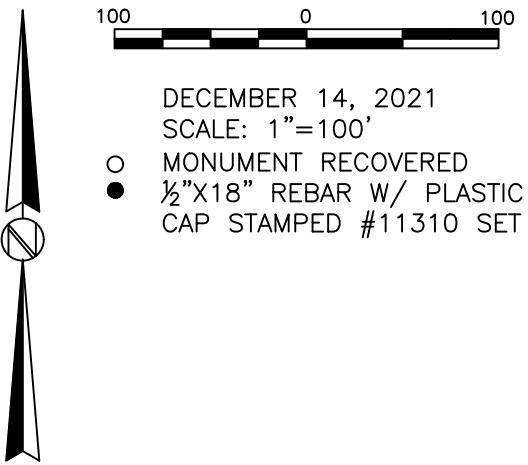


Registered Land Surveyor



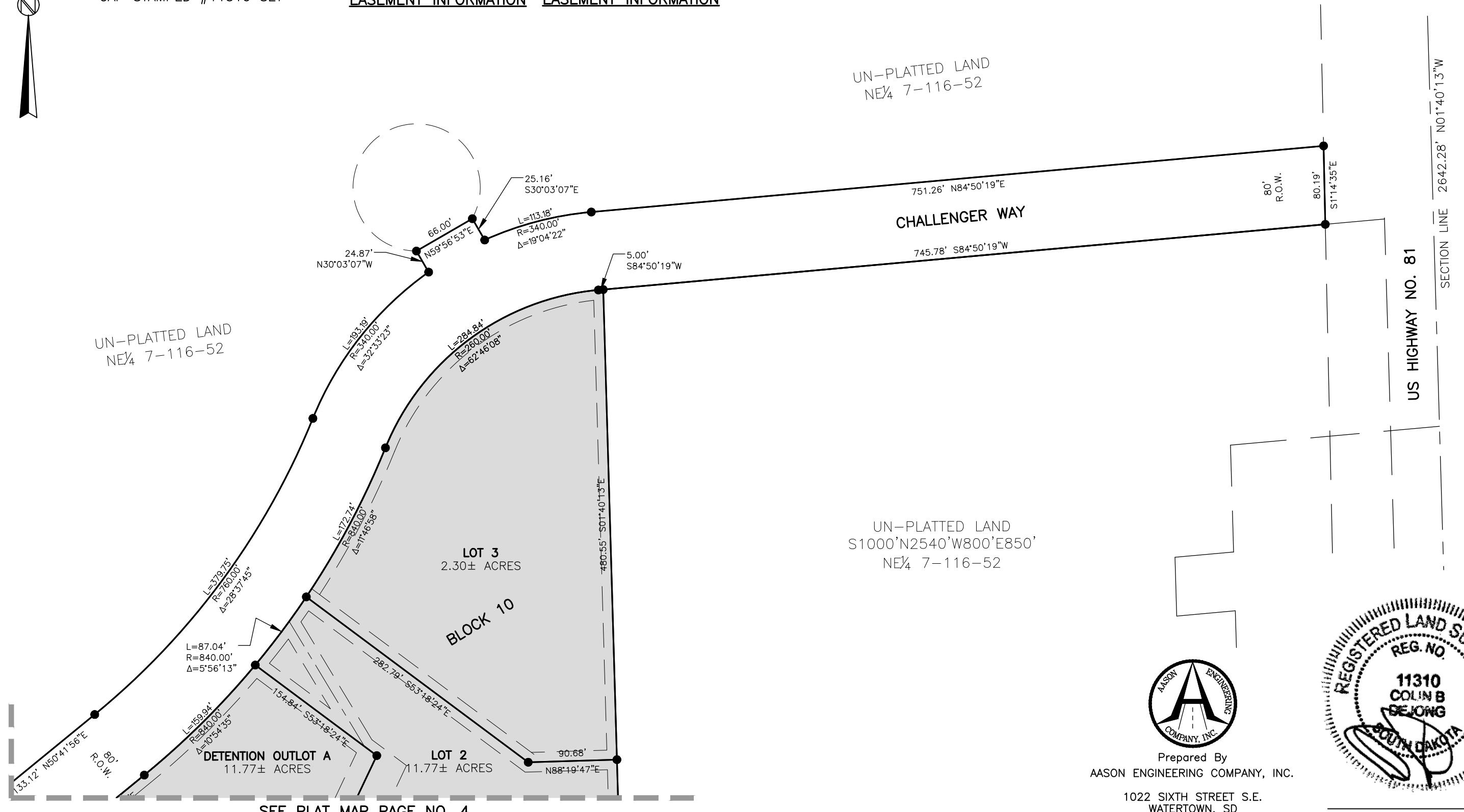
PLAT MAP PAGE NO. 1

SEE PLAT MAP PAGE NO. 2



PLAT OF HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS.

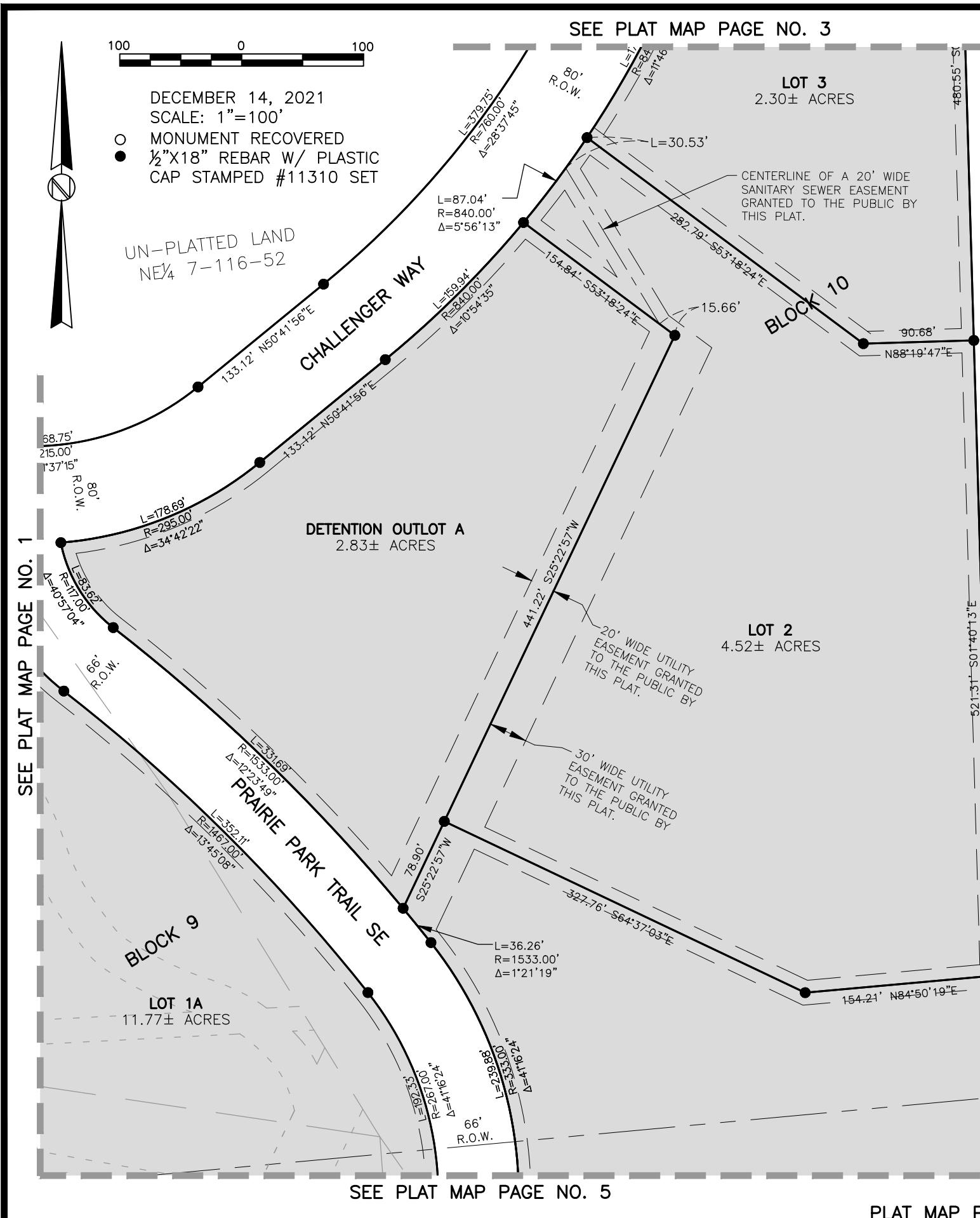


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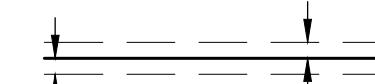


Registered Land Surveyor

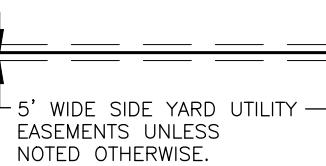


PLAT OF
HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS.



-10' WIDE REAR YARD
UTILITY EASEMENTS OR 10' WID
UTILITY EASEMENTS ABUTTING
PUBLIC RIGHT OF WAYS
UNLESS NOTED OTHERWISE.



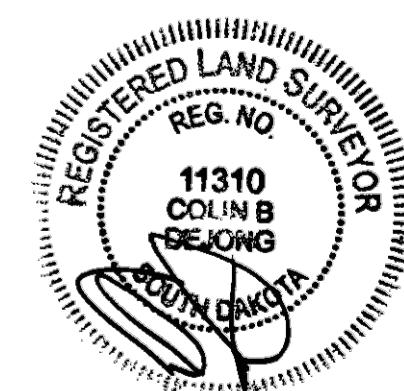
EASEMENT INFORMATION

EASEMENT INFORMATION

UN-PLATTED LAND
S1000'N2540'W800'E850
NE $\frac{1}{4}$ 7-116-52



Prepared By
AASON ENGINEERING COMPANY, INC.



Registered Land Surveyor

PLAT MAP PAGE NO. 4

PLAT OF
HARMONY HILL SECOND ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

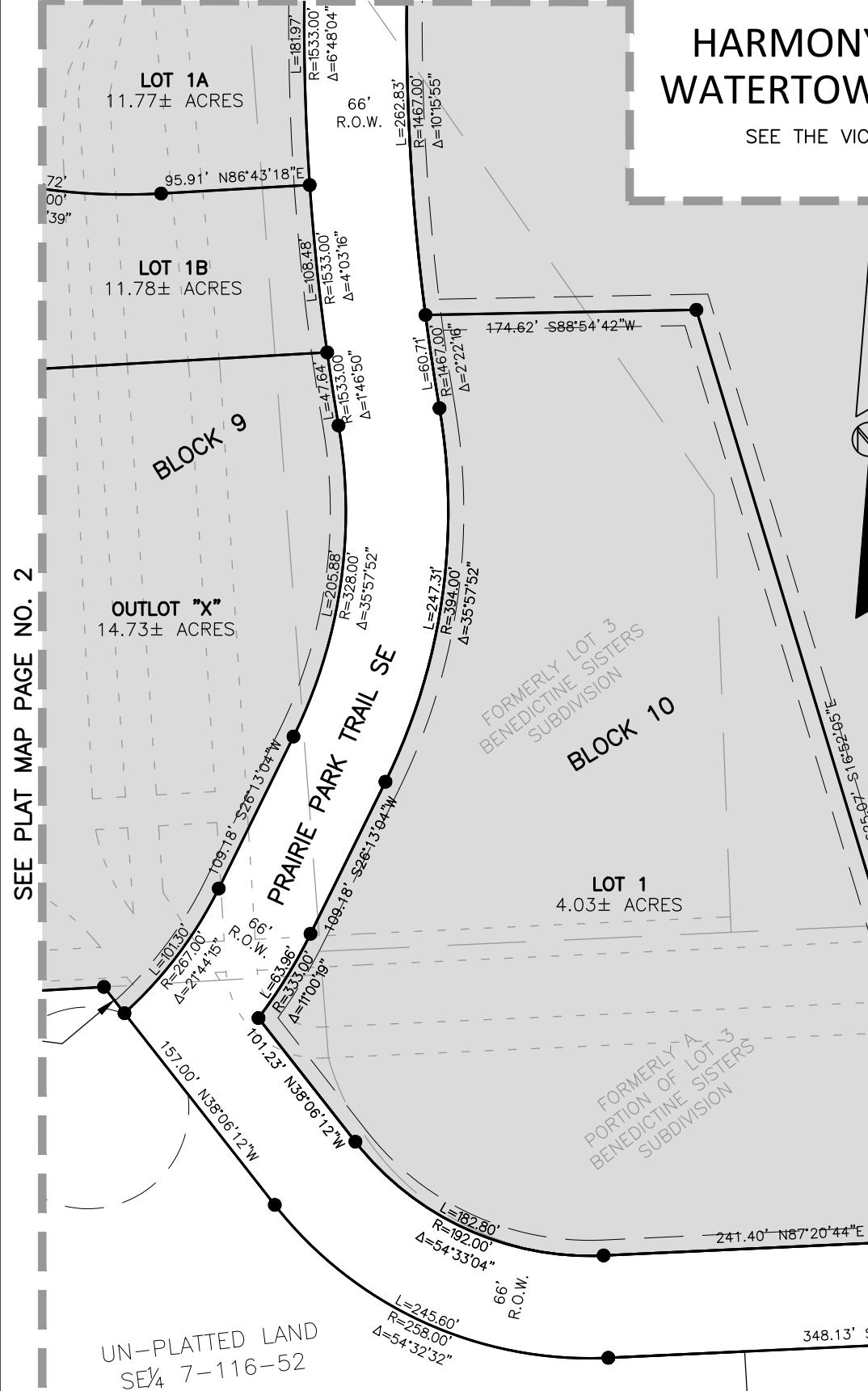
SEE THE VICINITY MAP PAGE OF THIS PLAT FOR THE VACATION OF PREVIOUSLY PLATTED PARCELS.

SEE PLAT MAP PAGE NO. 4



Prepared By
AASON ENGINEERING COMPANY, INC.

1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371



DECEMBER 14, 2021
SCALE: 1"=100'
● MONUMENT RECOVERED
½"X18" REBAR W/ PLASTIC
CAP STAMPED #11310 SET

CHALLENGER PARK
24.36± ACRES

EASEMENT INFORMATION

EASEMENT INFORMATION

10' WIDE REAR YARD
UTILITY EASEMENTS OR 10' WIDE
UTILITY EASEMENTS ABUTTING
PUBLIC RIGHT OF WAYS
UNLESS NOTED OTHERWISE.

5' WIDE SIDE YARD UTILITY
EASEMENTS UNLESS
NOTED OTHERWISE.

20' WIDE UTILITY EASEMENT
GRANTED TO THE PUBLIC BY
THIS PLAT. SAID EASEMENT IS
INTENDED TO BE CENTERED ON
THE EXISTING OVERHEAD
TRANSMISSION LINE.

EASEMENT INFORMATION

EASEMENTS GRANTED BY THE
PLAT OF BENEDICTINE SISTERS
SUBDIVISION SHALL BE
RELEASED BY THIS PLAT. (TYP.)

28TH AVENUE SE

LANTSBERGER ADDITION



Registered Land Surveyor

EXHIBIT A: Harmony Hill Second Addition - Estimated Costs 10-8-21

No.	Item	Quantity	Unit	Unit Price	Extended Price
EARTHWORK / GENERAL ITEMS					
1	Mobilization	Lump Sum	LS	\$100,000.00	\$100,000.00
2	Traffic Control Signs		SqFt	\$10.00	\$670.00
3	Traffic Control Misc Items	Lump Sum	LS	\$5,000.00	\$5,000.00
4	Saw Cut Asphalt Pavement		Ft	\$10.00	\$450.00
5	Remove and Dispose of Asphalt Pavment	536	SqYd	\$15.00	\$8,040.00
6	Clear and Grub Trees	Lump Sum	LS	\$40,000.00	\$40,000.00
7	Unclassified Excavation	46,380	CuYd	\$4.00	\$185,520.00
8	Topsoil Stripping	39,753	CuYd	\$3.00	\$119,259.00
9	Topsoil Placement	23,754	CuYd	\$4.50	\$106,893.00
10	On-Ste Borrow	27,942	CuYd	\$6.00	\$167,652.00
11	Base Course (Roads)	13,809	Ton	\$16.50	\$227,848.50
12	Gravel Surfacing	354	Ton	\$15.00	\$5,310.00
13	Type B66 Concrete Curb and Gutter	8,575	Ft	\$18.50	\$158,637.50
14	Type P6 Concrete Gutter	27	Ft	\$18.50	\$499.50
15	6" Concrete Fillet Section	233.1	SqYd	\$85.00	\$19,813.50
16	6" Concrete Valley Gutter	56.2	SqYd	\$85.00	\$4,777.00
17	4" Thick Concrete Sidewalks, Base, & Subgrade	19,835	SqFt	\$7.00	\$138,845.00
18	ADA Panels	240	SqFt	\$42.00	\$10,080.00
19	Asphalt Concrete Class D	5081	Ton	\$96.00	\$487,776.00
SANITARY SEWER / WATER SERVICE ITEMS					
20	8" Sanitary Sewer Pipe Bedding Material	2,552	Ft	\$6.50	\$16,588.00
21	8" PVC SDR35 Sanitary Sewer Pipe	2,552	Ft	\$49.00	\$125,048.00
22	8" Sanitary Sewer Cap	4	Each	\$20.00	\$80.00
23	48" Sanitary Sewer Manhole	8	Each	\$5,600.00	\$44,800.00
24	Manhole F Adjustment	1	Each	\$3,500.00	\$3,500.00
25	Type A7 Frame and Lid	8	Each	\$650.00	\$5,200.00
26	PVC Pipe Deflection Test	2,552	Ft	\$1.85	\$4,721.20
27	Pipe Exfiltration Test	2,552	Ft	\$1.85	\$4,721.20
28	48" Manhole Vacuum Test	8	Each	\$325.00	\$2,600.00
29	Temporary 8" Sewer Plug	1	Each	\$50.00	\$50.00
30	6" PVC SDR 26 Sewer Pipe (Services)	137	Ft	\$36.00	\$4,932.00
31	6" C900 PVC Water Service	169	Ft	\$36.00	\$6,084.00
32	6" Valve with Valve Box (Water Services)	4	Each	\$1,700.00	\$6,800.00
STORM SEWER ITEMS					
33	12" RC Pipe	150	Ft	\$48.00	\$7,200.00
34	12" RC Pipe Flared End	3	Each	\$500.00	\$1,500.00
35	15" RC Pipe	150	Ft	\$50.00	\$7,500.00
36	15" RC Pipe Flared End	1	Each	\$800.00	\$800.00
37	18" RC Pipe	684	Ft	\$54.00	\$36,936.00
38	18" RC Pipe Flared End	4	Each	\$950.00	\$3,800.00
39	24" RC Pipe	982	Ft	\$58.00	\$56,956.00
40	24" RC Pipe Flared End	3	Each	\$1,200.00	\$3,600.00
41	24" RC Pipe Cap	3	Each	\$500.00	\$1,500.00
42	30" RC Pipe	620	Ft	\$64.00	\$39,680.00
43	30" RC Pipe Flared End	1	Each	\$1,600.00	\$1,600.00
44	30" RC Pipe Cap	1	Each	\$800.00	\$800.00
45	36" RC Pipe	128	Ft	\$80.00	\$10,240.00
46	36" RC Pipe Flared End	1	Each	\$1,800.00	\$1,800.00
47	2'x3' Type B Drop Inlet	5	Each	\$2,800.00	\$14,000.00
48	2'x3' Modified Type B Outlet Structure	5	Each	\$5,000.00	\$25,000.00
49	4'x3' Type B Drop Inlet	3	Each	\$4,100.00	\$12,300.00
50	4X4 Type B Drop Inlet	2	Each	\$5,800.00	\$11,600.00
51	3'x6' Type SF Drop Inlet	9	Each	\$7,400.00	\$66,600.00
52	Type B Frame & Grate	10	Each	\$1,100.00	\$11,000.00
53	Neenah Type R-1879-B7G Frame & Grate	5	Each	\$1,800.00	\$9,000.00
EROSION CONTROL ITEMS					
54	Class A Riprap	103.7	Ton	\$68.00	\$7,051.60
55	Class B Riprap	33.1	Ton	\$75.00	\$2,482.50
56	Type B Drainage Fabric	249	SqYd	\$9.00	\$2,241.00
57	Concrete Washout	1	Each	\$1,000.00	\$1,000.00
58	Temporary Rock Construction Entrance	1	Each	\$1,000.00	\$1,000.00
59	High Flow Silt Fence	5,489	Ft	\$4.50	\$24,700.50
60	DS150 Erosion Control Blanket	640	SqYd	\$6.00	\$3,840.00
61	P300 Turf Reinforcement Mat	588	SqYd	\$11.00	\$6,468.00
62	Sediment Control at Drop Inlets	19	Each	\$175.00	\$3,325.00
63	Street Sweeping	40	Hour	\$75.00	\$3,000.00
64	Seeding & Mulching	17	Acre	\$4,500.00	\$76,500.00
Sub Total					
10% Contingency					
TOTAL					
\$2,713,937.60					

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

RESOLUTION NO. 22-10

RECOMMENDED BY THE CITY PLAN COMMISSION

PLAT OF HARMONY HILL SECOND 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:

Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota

Dated at Watertown, South Dakota, this 21st day of March, 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. 22-10 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