

PERFORMANCE GUARANTEE FOR DRIVEWAY OR PARKING PAVING REQUIREMENTS

APPLICANT PLEASE CAREFULLY READ, AND COMPLETE ALL BLANK LINES

This **PERFORMANCE GUARANTEE** (hereinafter “Guarantee”) is made on _____ by _____
(date)

_____ (hereinafter “Guarantor”), for property located at:
(printed name of property owner)

address where certificate of occupancy requested

Spearfish building permit number

in favor of and for the benefit of the **CITY OF SPEARFISH**, a municipal corporation and political subdivision of the State of South Dakota, 625 Fifth Street, Spearfish, South Dakota 57783 (hereinafter “Spearfish”).

1. Pursuant to Chapter 14 Streets, Sidewalks, and Other Public Places, Article II Streets and Public Rights-of-Way, Division I, Section 14-30, and Appendix A Zoning, Article V. Section 3. Minimum Off-Street Parking Requirements, of the Revised Ordinances of the City of Spearfish, Guarantor is required to complete certain driveway and paved parking improvements before a Certificate of Occupancy may be issued for the above location situated in Spearfish, Lawrence County, South Dakota. In consideration of Spearfish issuing a Certificate of Occupancy before the required driveway or paved parking improvements are completed, Guarantor hereby promises as follows:
2. **Performance Guarantee.** Guarantor absolutely, unconditionally, and irrevocably guarantees to Spearfish the full and punctual performance of all driveway or paved parking obligations by _____
date
3. **Spearfish’s Remedy.** In the event Guarantor fails to complete the requirements contained herein, after fifteen (15) days’ notice to Guarantor, Spearfish or its agents may enter upon the Property, cause such driveway or paved parking requirements to be completed, and charge one and a half (1.5) times the actual cost of completing such requirements to Guarantor. In addition to any other remedies Spearfish may have against Guarantor at law or in equity, Spearfish may cause such amount to become a lien against the Property or collect such amount as a special assessment against the Property.
4. **Notice.** Notice, demand, or other communication made pursuant to this Guarantee by any party to another shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated above.

5. **Attorney's Fees and Costs.** In the event Spearfish takes legal action to enforce or recover under any provision of this Guarantee, Spearfish shall be entitled to recover its court costs and reasonable attorney's fees from Guarantor.

This document requires signature in the presence of a notary

Printed name of property owner

Signature of property owner

State of South Dakota)
) ss.
County of Lawrence)

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

(Seal)

My Commission Expires:

Notary Public