

SUBLEASE

This sublease agreement made as of the ____ day of _____, 2003, by and between Gikling and Wilson, Inc., DBA Black Hills Harley-Davidson ("Sublessor") and the City of Rapid City, the sublessee, hereinafter called the "City."

WHEREAS the State of South Dakota, South Dakota Department of Transportation and Gikling and Wilson, Inc. (referred to in this agreement as "Sublessor") entered into a certain indenture of Lease No. 1383 on the 16th day of November, 1990, and extended said lease to the 1st day of November, 2007;

WHEREAS the City of Rapid City wishes to sublease from Sublessor a portion of property owned by the State and leased to the Sublessor for the purpose of allowing general access parking to the public;

NOW, THEREFORE, in consideration of the mutual covenants herein made, to be kept and performed by the respective parties, the Sublessor and the City hereby agree as follows:

1. The Sublessor hereby subleases to the City all that part of the premises of said State of South Dakota's station ground property containing 49,413 square feet, more or less, as shown in red on the plat dated September 18, 2002, attached hereto and made a part hereof.
2. The City, as sublessee, shall use said premises exclusively for the purpose of general parking for public access.
3. This sublease shall be effective immediately upon execution of this agreement and shall expire on November 1st, 2007, at which time the underlying lease agreement between the State of South Dakota and Sublessor terminates. On this date this sublease shall expire and be of no further force or effect unless the parties shall specifically and mutually agree otherwise, in writing. This sublease shall be terminable by either party upon ninety (90) days written notice to the other party.

4. As consideration for the granting of this sublease the City shall pay to the Sublessor the sum of One Dollar (\$1.00).

CITY OF RAPID CITY

By: _____
Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

GIKLING AND WILSON, INC., d/b/a
Black Hills Harley-Davidson

By: _____
Its: _____

State of South Dakota)
SS.
County of Pennington)

On this the ____ day of _____, 2003, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
SS.
County of Pennington)

On this the _____ day of _____, 2003, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Gikling and Wilson, Inc., d/b/a Black Hills Harley-Davidson, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Gikling and Wilson, Inc., d/b/a Black Hills Harley-Davidson, by himself as _____.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE