

MEMORANDUM OF UNDERSTANDING

This memorandum sets forth the agreements reached by and between the Rapid City Area School District #51-4 ("District") and the City of Rapid City ("City") regarding the development and use of certain real property located in the City of Rapid City, Pennington County, South Dakota.

1. **PURPOSE.** The District and the City agree to the terms herein for the development and use of certain real property currently owned by the District for expansion and improvement of particular city streets; creation of recreational facilities for students of the District and residents of the City; and a holding pond.
2. **PROPERTY.** The District property which is the subject of this agreement ("Property") is particularly described as follows:

- Parcel A: The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, less approximately 115 feet of the north 1/2 and less dedicated public right of way of said parcel as shown on the Plat of Lot 2 of Block 11 of the Robbinsdale Addition No. 10 and the attached Exhibit A. Said Parcel contains 7.85 acres more or less. This parcel is subject to the Ground Lease dated May 9, 1995, attached hereto as Exhibit "B".
- Parcel B: The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, less Lot one of Block Eleven of Robbinsdale Addition Number Ten, and less dedicated public right of way, as shown on the Plat of Lot 2 of Block 11 of the Robbinsdale Addition No. 10 and the attached Exhibit A. Said Parcel contains 9.24 acres more or less.
- Parcel C: The Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, less dedicated public right of way of said parcel as shown on the Plat of Lot 2 of Block 11 of the Robbinsdale Addition No. 10 and the attached Exhibit A. Said Parcel contains 9.36 acres more or less.
- Parcel D: A proposed 40 foot wide drainage easement located in the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said proposed drainage easement contains 0.05 acres more or less.

- Parcel E: A proposed 60 foot wide drainage easement located in the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.64 acres more or less.
- Parcel F: A proposed dedicated public right of way located in the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 0.08 acres more or less.
- Parcel G: A proposed 60 foot wide drainage easement located in the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section Twenty four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.72 acres more or less.
- Parcel H: A proposed dedicated public right of way located in the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section Twenty four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 1.34 acres more or less.
- Parcel I: A proposed 40 foot wide drainage easement located in the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.50 acres more or less.
- Parcel J: A proposed dedicated public right of way located in the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 2.12 acres more or less.
- Parcel K: A proposed dedicated public right of way located in the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed public right of way contains 0.01 acres more or less.
- Parcel L: A proposed 60 foot wide drainage easement located in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.65 acres more or less.

- Parcel M: A proposed dedicated public right of way located in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 0.83 acres more or less.
- Parcel N: A proposed detention cell located in the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said parcel contains 2.49 acres more or less.
- Parcel O: A proposed 60 foot wide drainage easement located in the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.34 acres more or less.
- Parcel P: A proposed 60 foot wide drainage easement located in the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty four, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said proposed drainage easement contains 0.34 acres more or less.
- Parcel Q: A proposed detention cell located in the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said parcel contains 5.08 acres more or less.
- Parcel R: A proposed dedicated public right of way located in the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 0.62 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction of the Fifth Street Extension Project including the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4; the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, and the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4; the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown by the shaded area on the attached Exhibit "A".

The above legal descriptions are being used to identify generally and without a survey the real property for the purpose of granting certain easements and conveying

certain property to the City by the District. To enable the District to make such transfers, the City agrees to pay all costs necessary to obtain recordable legal descriptions. The above parcels and easements are shown on Exhibit A, attached hereto and incorporated herein by reference.

3. **CONSIDERATION.** The District agrees to convey all right, title, and interest to the City within thirty (30) days after the City obtains a recordable legal title, subject to the right of reversion as set forth in Article 4 and any easements, restrictions of record, and all other encumbrances, that property identified herein as:

A. Parcels B and C in consideration for the City's proposed construction of recreational facilities on Parcels A, B, and C. Such construction may include but not be limited to a swimming pool, bike paths, athletic fields, parks, or playgrounds; and

B. Parcels F, H, J, K, M, and R for use as dedicated public right of ways and Parcels N and Q for the City's proposed construction of detention cells, all in consideration for the City's construction of the proposed expansions and improvements on Fifth Street and Parkview Drive.

The District acknowledges that the proposed unnamed east-west street improvements shown on Parcels F, H, M, and R are not a part of the Fifth Street and Parkview Drive improvements project contemplated under this Agreement.

The District also agrees to grant to the City those temporary easements set forth in Article 2 above. In addition, the District agrees to grant to the City permanent easements and dedicated right of way on Parcels D, E, G, I, L, O, and P as easements in consideration for the City's agreement to maintain the area covered by the

easements. These easements will be used in conjunction with the proposed expansion and improvement of Fifth Street, Parkview Drive, a proposed unnamed east-west street, and with the construction of proposed drainage facilities, including but not limited to storm water detention ponds.

4. **RIGHT OF REVERSION.** The parties expressly agree that fee simple ownership in the below referenced Parcels shall revert to the District if any of the following conditions arise:

A. If the recreation facilities described herein are not constructed by the City on Parcels B and C within fifteen (15) years of the signing of this Agreement; or

B. If a public roadway is not constructed on Parcels F, H, J, K, M, and R within fifteen (15) years of the signing of this Agreement; or

C. If the detention cells or other similar drainage holding facilities are not constructed on Parcels N and Q within fifteen (15) years of signing this Agreement; or

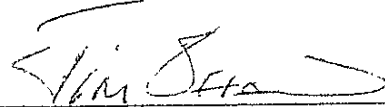
D. If any of the Parcels that are identified herein do not continue to be used by the City for recreational, educational, or public uses following the construction of the improvements referenced above in subsections A, B, or C.

The parties also agree that this right of reversion applies only to those individual parcels on which the above designated improvements are not constructed within fifteen (15) years or which do not continue to be used for recreational, educational, or public uses. All parcels, except Parcel A, on which the improvements are constructed in accordance with this agreement and/or remain in recreational, educational, or public use will remain in fee simple ownership by the City.

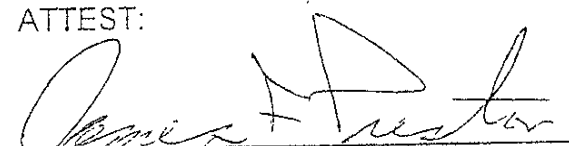
5. MODIFICATION. Any modification of this memorandum and the agreements between the parties must be in writing and attached and incorporated herein.

The agreements contained herein are effective this 19 day of Feb., 2001.

CITY OF RAPID CITY

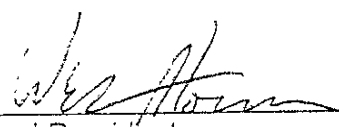
By: 
Jim Shaw, Mayor 2/19/01

ATTEST:


Finance Officer

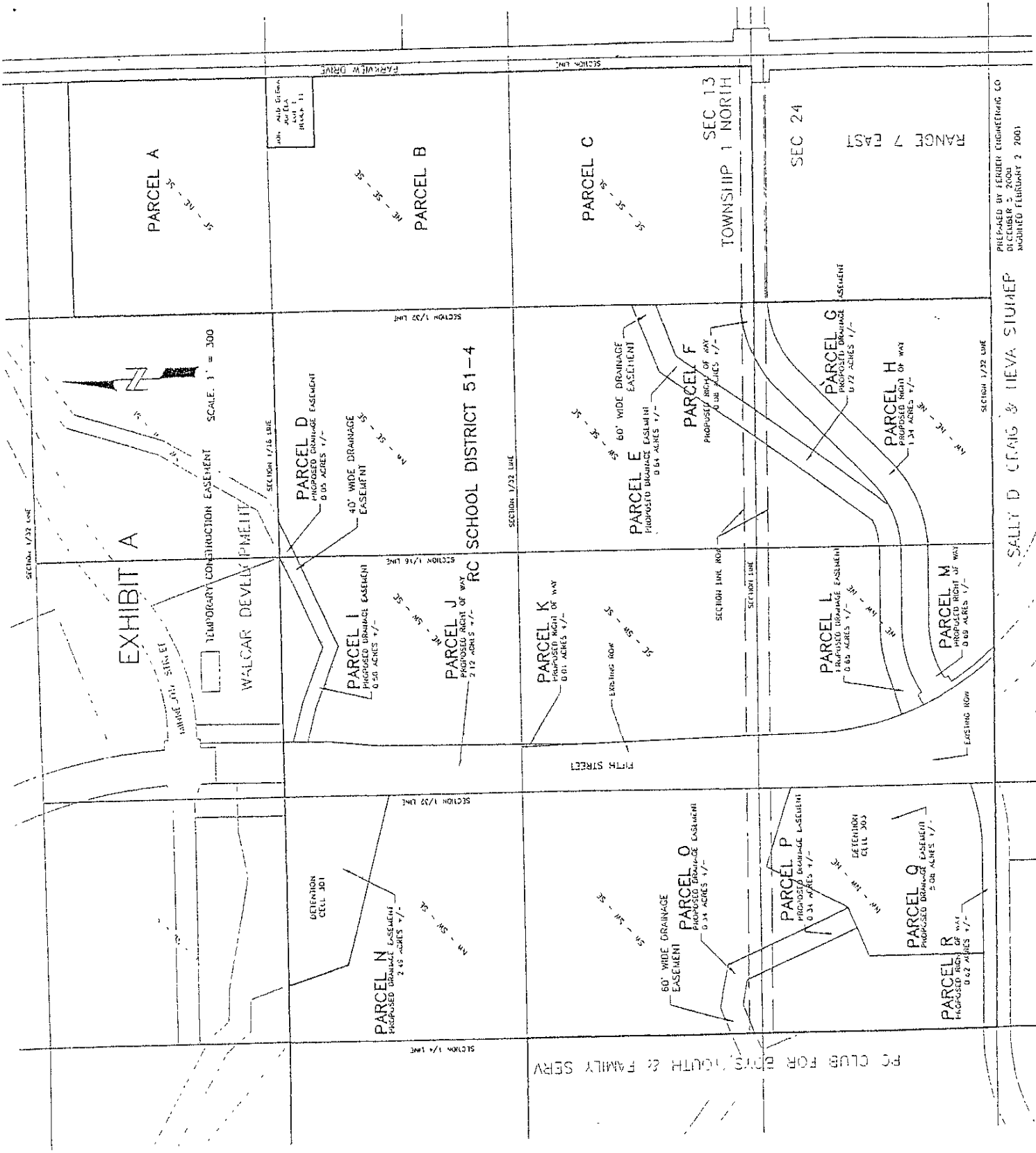
(SEAL)

RAPID CITY AREA SCHOOL DISTRICT #51-4

By: 
Board President

ATTEST:


Business Manager



PREPARED BY FENDER ENGINEERING CO
 DECEMBER 5, 2000
 MODIFIED FEBRUARY 2, 2001

SALLY D CRAIG & NEVA STURUP

PC CLUB FOR BOYS SOUTH & FAMILY SERV

3-30-95
5009
Hunt 10/1

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON

)
SS. GROUND LEASE
)

Agreement made this 9th day of April, 1995, by and between the Rapid City Area School District No. 51-4 (District), and the City of Rapid City (City).

I.

RECITALS

1. The District is the owner of certain real property legally described as:
 Lot Two (2) of Block Eleven (11), Robbinsdale Addition No. 10, located in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, and in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Twenty-four (24), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota, containing 72.273 acres, more or less.
2. The Board of Education of the District has adopted a resolution dated May 10, 1994, declaring its wish to cooperate with the City in making certain District land available to the City for the construction of projects which will allow joint use by the City and the District of all or portions of such City projects.
3. The City recognizes that the District has developed a Parkview Site master plan which conceptualizes the potential for development of the site in the best interests of the District and with the intent of optimizing the potential for further projects which may make joint use of portions of the site in the best interests of the community. The City has made comments and proposed modifications of the plan but fully recognizes that the site is the property of the District and that the District has full right and responsibility for planning future use of the site. Without attempting to bind future Councils, the City encourages the District in its planning efforts and declares its intent to cooperate, to the extent appropriate, in the planning process and in considering opportunities for joint use of the site for the benefit of the District and the City.
4. In furtherance of the purpose set forth in the District resolution, the City wishes to construct and operate a swimming facility as hereinafter described and to maximize the public benefit to be derived from the construction of the project by cooperating, on such terms as the City and District shall mutually agree, in the joint use of all or specified portions of the project.

II.

GROUND LEASE

For and in consideration of the sum of One Dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, Rapid City Area School District no. 51-4 (District) hereby leases to the City of Rapid City (City) the within described real property, subject to the terms hereinafter set forth:

1. The real property which is the subject of this lease is legally described as:

A portion of Lot Two (2) of Block Eleven (11) of Robbinsdale Addition No. 10, located in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Thirteen (13), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Rapid City, Pennington County, South Dakota, consisting of approximately 8 acres, and located as shown on Exhibit A attached hereto.

2. This lease shall be a ground lease only, and the City of Rapid City leases and takes such real property in its "as is" condition. Rapid City Area School District #51-4 makes no representation that the leased premises are suitable for any particular purpose and shall have no responsibility to make improvements to such property to facilitate any purpose under this lease.

3. This lease shall be for a period of ninety (90) years from the date hereof.

4. It is intended and contemplated that the City of Rapid City will use the subject property for the purpose of building, operating, and maintaining a swimming facility which may include swimming pools, water play features, water slides, sand play areas, turf areas, shower and restroom facilities, concession facilities, parking lots, sidewalks and bike paths, fencing, lighting, and other facilities associated with the use of such property for such purposes.

5. The City shall make joint use of the project with the District upon such terms as the parties may mutually agree. It is specifically understood that no construction shall be undertaken until the District has approved the plans therefor.

6. Any construction undertaken by the City shall include the construction of any necessary or appropriate streets, utilities, irrigation systems, parking lots, drainage structures, lighting, sidewalks, bike paths, grading, fencing, and other improvements without expense to the District.

7. The City shall maintain the facilities and grounds in an appropriate manner and appropriate condition as is consistent with responsibility for public facilities.

8. The City shall not sublet all or any portion of the subject property to any other party without prior written approval of the District; provided,

however, nothing herein shall be construed to prevent the City from leasing the facility to another entity for a period not exceeding twenty (20) consecutive days for purposes consistent with the purpose for which the facilities were constructed.

9. In the event that any facility or area of the leasehold property is no longer used for its intended purpose hereunder, any structures shall be removed and the area returned to the District as nearly as possible to its original condition within one hundred twenty (120) days.

RAPID CITY SCHOOL DISTRICT #51-4

Richard Perdue
 (SEAL) Attest

CITY OF RAPID CITY

By: Ed McLaughlin
 Mayor 3-10-95

ATTEST

Edward Schmidt
 Finance Officer

(SEAL)

State of South Dakota)
) ss
 County of Pennington)

On this the 9 day of May, 1995, before me, the undersigned officer, personally appeared Richard Perdue, who acknowledged himself to be the School Board President of the Rapid City School District #51-2 and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Rapid City School District #51-2 by himself as

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

Julia A. Miller
Notary Public

(SEAL)

My Commission Expires:
12-29-2001

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF PENNINGTON)

On this the 9 day of May, 1995, before me, the undersigned officer, personally appeared Ed McLaughlin and Richard Wahlstrom, 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.

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

Margaret Paul
Notary Public

(SEAL)

My Commission Expires.
6-19-95

Meeting of the Common Council

Motion made by Knapp, seconded by Meisner, and carried to authorize Mayor and Finance Officer to renew the 1995 Contract with Neve's Uniform Sales under the 1994 contract prices.

Motion was made by Meisner seconded by Knapp and carried to authorize Mayor and Finance Officer to sign the Public Housing Drug Elimination Program Agreement with Pennington County Housing and Redevelopment Commission for extra patrol in the target areas of Curtis Street, Wood Street, MacArthur Street, East Adams Street, Sheridan Heights, Hemlock Street, LaCrosse Street, River Ridge High Rise, Jackson Heights High Rise and Valley View High Rise.

Public Works Committee Items

Motion made by Schleusener, seconded by Meisner to approve the encroachment into the ROW of five feet six inches (5'6") at 321 7th Street, because of its historic preservation value with the stipulation the property owner sign an agreement with the City for the removal of the structure should the City require the use of the ROW. Substitute motion by Johnson to deny, seconded by Steinburg. Bulman and Knapp noted that an ISTEIA grant is involved and the property owner should be aware of this action. Second Substitute Motion was made by Knapp, seconded by Meisner and carried, with Johnson and Schleusener voting no, to refer back to Public Works Committee.

Motion was made by Knapp, seconded by Schleusener and carried for City's concurrence in the award of the bid for SDSM&T Median Landscaping Project (ISTEA Project) to RCS Construction in the amount of \$29,291.00.

Special Items and Items From Visitors

Drew Clawson, Manager of Business Development, Nash Finch Company introduced the proposal they will be officially submitting to the City next week. Nash Finch is proposing to exchange land referred to in Concept D of the Skyline Drive Study for City-owned property in the floodplain currently zoned as park land. Johnson noted that the current policy of the Council is to preserve public lands in the flood plain.

Public Works Director

Motion was made by Coffing, seconded by Albrecht and carried to approve the Change Order for Meadowbrook Retention Pond Project No. GC95-556 with QM Construction in a decrease amount of \$53,600.00, for an adjusted contract price of \$186,696.00.

City Attorney

Motion was made by Schleusener, seconded by Coffing, and carried to authorize the Mayor and Finance Officer to execute a Release of Temporary Construction Easement for the Ramada Inn that was obtained in 1984.

Bob Jackson submitted a draft of a Ground Lease Agreement with the Rapid City Area School District. Jackson stated we do recognize there is a master plan that would optimize the potential for further projects, but it also makes it clear that we are not obligating ourselves to any particular course of conduct, merely that we will continue to look at what is good for the City and good for the School District. Motion was made by Johnson, seconded by Meisner and carried to authorize the

Meeting of the Common Council

Mayor and Finance Officer to execute Ground Lease with Rapid City Area School District for the site of the Parkview Street Swimming Pool.

City Finance Officer

Bills

Motion made by Knapp, seconded by Knapp, seconded by Meisner and carried to approve the following bills:

| | | |
|------|---|------------------------|
| VARI | Payroll Paid End 3-4, Paid 3-10-95 | 381,898.33 |
| CDEV | Payroll Paid End 3-4, Paid 3-10-95 | 2,525.14 |
| GINs | First American Administrators | 72,859.62 |
| | 3-2-95 Claims, Paid 3-3-95 | 73,336.23 |
| | 3-8-95 Claims, Paid 3-10-95 | 96,235.79 |
| VARI | 1st Bank Rapid City, 3-10 taxes, paid 3-10-95 | 187.43 |
| CDEV | 1st Bank Rapid City, 3-10 taxes, paid 3-10-95 | |
| VARI | 1st Bank in Sioux Falls | 34,624.15 |
| | Loan Principal & Interest | |
| VARI | SD Dept of Revenue | 47.06 |
| | February Excise Tax, Paid 3-14-95 | |
| VARI | SD Dept of Revenue | 1,375.14 |
| | February Sales Tax, Paid 3-14-95 | |
| WBIL | Margaret A. Haywood | 313.96 |
| | Leaking Meter Damage Claim | 2,025.00 |
| WBIL | US Postmaster, billing postage | 1,490,074.65 |
| | Computer Bill List | |
| | Subtotal | \$ 2,155,502.50 |

| | | |
|------|--|------------------------|
| RSVP | Payroll Paid 3-4, Paid 3-10-95 | 1,354.45 |
| RSVP | 1st Bank Rapid City, 3-10 taxes paid 3-10-95 | 103.62 |
| RSVP | City of RC Health Ins.Fund 2-95 | 216.00 |
| RSVP | City of RC Unemp Fund 2-95 | 69.02 |
| RSVP | Moyle Petroleum 2-95 Gas | 95.40 |
| RSVP | Lisa Nowak, 12-22 to 3-2 mileage | 30.96 |
| RSVP | RC Journal, Ad | 159.30 |
| RSVP | Simpson's Printers, Newsletters | 75.00 |
| RSVP | SD Retirement System, 2-95 | 103.79 |
| RSVP | SDSM&T, 2-94 Phone charges | 55.70 |
| RSVP | Standard Life Ins, 3-95 Ins. | 6.40 |
| RSVP | US Postmaster, postage | 8.72 |
| RSVP | Western Business Resources, Paper | 22.10 |
| | Total | \$ 2,157,802.96 |

As there was no further business to come before the Council at this time, the meeting adjourned at 10:25 P.M.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is between the City of Rapid City, a municipal corporation ("City") and the Rapid City Area School District #51-4 ("District").

WHEREAS, the City and the District desire to ensure the maximum cooperation between the two entities; and

WHEREAS, the City and the District have worked together wherever possible to ensure maximum utilization of each entity's facilities through joint use; and

WHEREAS, the District and, to some extent, the general public are joint users of the new soccer and football stadium in Sioux Park; and

WHEREAS, according to the November 6, 1950, Memorandum of Agreement between the City and the District, the District has full management, control and maintenance responsibilities for the soccer and football stadium in Sioux Park; and

WHEREAS, the District desires to sell naming rights to the soccer and football stadium; and

WHEREAS, it is in the best interests of the City and the District to jointly approve the naming of the stadium to ensure that any name selected does not offend the sensitivity of the community.

NOW, THEREFORE, the City and District agree as follows:

That the District in the course of selling naming rights for the soccer and football stadium, shall jointly approve with the City the selection of the naming rights' sponsor to ensure that the interests of both the City and the District are considered when naming the stadium.

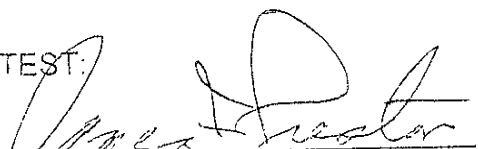
Dated this 19 day of Feb., 2001.

CITY OF RAPID CITY

By: 

Mayor

ATTEST:


Finance Officer

(SEAL)

RAPID CITY AREA SCHOOL
DISTRICT #51-4

By: Wes Horn
Board President

ATTEST:

Allyson
Business Manager