

**SECOND REVISED MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF
RAPID CITY AND THE CITY OF PRESIDENTS FOUNDATION TO ALLOW
ADDITIONAL SCULPTURE LOCATIONS IN DOWNTOWN RAPID CITY.**

This second revision to the Memorandum of Agreement is made by and between the CITY OF RAPID CITY, a municipal corporation located at 300 Sixth Street, Rapid City, South Dakota 57701 (herein after referred to as the "City"), and THE CITY OF PRESIDENTS FOUNDATION, a non-profit corporation located at 302 Main Street, Rapid City, South Dakota, 57701 (herein after referred to as the "Foundation").

Recitals

WHEREAS, the City and Foundation entered into a Memorandum of Agreement on August 2, 2004, and a Revised Memorandum of Agreement (the "Agreement") on July 25, 2007; and

WHEREAS, the Agreement allowed the Foundation to place sculptures depicting the Presidents of the United States on various street corners in downtown Rapid City; and

WHEREAS, the Agreement incorporated an exhibit that depicted the corners on which the sculptures could be located; and

WHEREAS, the Foundation has requested it be allowed to place Presidential sculptures on corners in downtown Rapid City in addition to the corners shown on the original exhibit; and

WHEREAS, in the event that it becomes necessary to remove the sculpture that is to be placed at the southeast corner of Sixth Street and St. Joseph due to construction, the Foundation agrees to pay the costs of removing and replacing the sculpture; and

WHEREAS, the City finds that the placement of these sculptures enhances downtown Rapid City, benefits the community and serve a public purpose, and as such, are appropriate to be located within the public right-of-way; and

WHEREAS, it is the intent of the City and Foundation to amend the Revised Agreement so that the Foundation may place Presidential sculptures on additional street corners in downtown Rapid City.

NOW THEREFORE, the parties hereby agree as follows:

1. The Agreement is hereby amended to incorporate a new Exhibit "A" which depicts the location of additional corners in downtown Rapid City where the Foundation can legally locate Presidential sculptures. The locations of the corners at which the Foundation has authorization to place Presidential sculptures are marked on the exhibit with black X's and red dots.

2. The Foundation hereby agrees that, should it become necessary due to construction, the Foundation will pay the costs of removing and replacing the sculpture to be located at the southeast corner of the intersection of Sixth Street and St. Joseph Street.

3. All other terms of the Agreement will remain unchanged.

Dated this ___ day of October, 2008.

CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

Finance Officer

THE CITY OF PRESIDENTS FOUNDATION



Donald R. Perdue, Pres.

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this ___ day of _____, 2008, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City 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 as such Mayor and Finance Officer of the City of Rapid City.

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

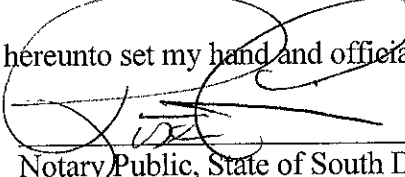
Notary Public, State of South Dakota
My Commission Expires: _____

[SEAL]

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this 8TH day of OCTOBER, 2008, before me, the undersigned officer,
personally appeared DONALD R. FEEDUE, who acknowledged themselves to be the
PRESIDENT of The City of Presidents Foundation, and that as such, being duly
authorized to do so, executed the foregoing instrument for the purposes herein contained.

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



Notary Public, State of South Dakota
My Commission Expires: 11-10-09

[SEAL]

Exhibit "A"

