

PREPARED BY: City Attorney's Office
300 Sixth Street
Rapid City, SD 57701
(605) 394-4140

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAPID CITY AND
SKYLINE DRIVE PRESERVATION, INC. RELATING TO
LAND PURCHASE TO INCREASE THE SKYLINE WILDERNESS AREA**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Rapid City, a South Dakota municipal corporation, located at 300 Sixth Street, Rapid City, South Dakota 57701 (the “City”), and Skyline Drive Preservation, Inc., a South Dakota Domestic Nonprofit, with its principal place of business at 2700 North Plaza Drive, Rapid City, South Dakota 57702 (“Skyline Preservation”).

WHEREAS, by certain Quit Claim Deed of December 19, 2007, the City accepted from Skyline Preservation certain real property totaling approximately 150 acres, all located generally along Skyline Drive, in the City of Rapid City, and all known generally as the Skyline Wilderness Area; and

WHEREAS, at this time, the parties are contemplating a purchase as tenants in common of approximately 3 acres of certain real property, legally described as follows:

Lot Eight (8) of Overlook Subdivision, City of Rapid City, as shown by the Plat and recorded as Document #A201118013, in the Office of the Register of Deeds, Pennington County, South Dakota; subject to covenants, declarations, restrictions, reservations, rights-of-way, and easements of record, if any

(the “Property”); and

WHEREAS, in making the above-described purchase, it is the intent of the parties that the Property become part of that portion of the City parks system known as the Skyline Wilderness Area; and

WHEREAS, it is the intent of the City to leave the Skyline Wilderness Area, to include the Property, in its natural state of urban wilderness; and

WHEREAS, the parties contemplate that structures and improvements for nature and environmental interpretation, and for public recreational uses not inconsistent with the preservation of the natural state of the Property shall be permitted; and

WHEREAS, the parties desire to enter into this MOU to reduce their mutual agreements to writing.

NOW, THEREFORE, it is agreed as follows:

1. Recitals. The recitals set forth above constitute an integral part of this MOU and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.

2. Recording. The parties agree that this MOU is recordable, and either party may record it at the Office of the Pennington County Register of Deeds.

3. Transfer of Interest. It is contemplated that the parties will purchase as tenants in common the above-described real property, referred to in this MOU as the "Property." Skyline Preservation agrees that after the Property purchase is complete, it will grant by quit claim deed its interest in the Property to the City. Skyline Preservation agrees to proceed with transferring its interest in the Property to the City as soon as is practicable after the Property purchase, and in any event no later than thirty (30) days after the purchase of the Property. The City agrees to accept the anticipated transfer of Skyline Preservation's to-be-purchased interest in the Property.

4. Covenant. The City agrees that once it obtains ownership of the Property in fee simple, that the Property will become part of the City park system known as the Skyline Wilderness Area. The City agrees that in doing so, a covenant running with the land will restrain urban development of the Property, and it will remain in its present state as a natural urban wilderness area, which may include structures and improvements for nature and environmental interpretation, and for public recreational uses not inconsistent with the preservation purposes for which the Property is being acquired.

5. Consideration. The parties agree that this MOU, the contemplated purchase of the Property, the contemplated transfer to the City of Skyline Preservation's to-be-purchased interest in the Property, and the integration of the Property as part of the Skyline Wilderness Area is for each party's mutual benefit. Both parties stand to benefit from the contemplated increase in the Skyline Wilderness Area.

6. Effective Date. This MOU shall be effective upon execution by both parties.

7. Time of Essence. Time is of the essence of this MOU.

8. Amendments. This MOU may only be amended by a written document duly executed by all parties.

9. Entire Agreement. This MOU constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.

10. Counterparts. This MOU may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one MOU.

11. Headings. The headings and numbering of the different paragraphs of this MOU are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.

Dated this ____ day of _____, 2012.

CITY OF RAPID CITY:

Mayor

ATTEST:

Finance Officer

(SEAL)

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

On this the _____ day of _____, 2012, before me, the undersigned officers, personally appeared Sam Kooiker and Pauline Sumption, 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 Subordination or Real Estate Mortgage 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.

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____

SKYLINE DRIVE PRESERVATION, INC.:

By: _____

Its: _____

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

On this the _____ day of _____, 2012, before me the undersigned officer, personally appeared _____, who acknowledged her/himself to be the _____ of Skyline Drive Preservation, Inc., a domestic nonprofit corporation of Rapid City, South Dakota, and that as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Skyline Drive Preservation, Inc., of Rapid City as _____.

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

(SEAL)

Notary Public, South Dakota
My Commission Expires: _____