

**LEASE AGREEMENT BETWEEN CITY OF RAPID CITY  
AND SOCCER RAPID CITY**

For and in consideration of the mutual promises and agreements contained herein, the City of Rapid City (City), a municipal corporation, agrees to lease to Soccer Rapid City, organized under the laws of the State of South Dakota, a specified area to operate a city soccer league, subject to the following terms and conditions:

1. Consideration. The City hereby leases to Soccer Rapid City the below described premises for the sum of One Dollar (\$1.00) per year and other good and valuable consideration, including but not limited to, maintenance of general grounds, construction of incidental improvements, administration of a soccer league open to the citizens of the City, responsibility for mowing of the fields, and responsibility for all electrical bills. Said sum is payable to the City of Rapid City on or before the first day of January of each succeeding year.

2. Term. The term of this agreement is from January 1, 2001, to December 31, 2001. This agreement shall be automatically renewed for successive one (1) year terms unless either party shall give notice before October 15 of any year of its intent not to renew said agreement for the following year.

3. Premises. The premises leased by the City to the Soccer League are described as follows:

**A. CAMBELL STREET SOCCER FIELD (Exhibit A):**

Beginning at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Six (6), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian in Pennington County, South Dakota; thence South along the East line of said Section Six (6) a distance of 800 feet; thence West a distance of 50 feet to the Northeast corner of Lot B of the Bradsky Subdivision; thence West along the North property line

of Lot B a distance of 100 feet; thence South a distance of 15 feet to the point of beginning of this description, hereafter referred to as Point "A"; thence South a distance of 270 feet; thence West a distance of 420 feet; thence North a distance of 270 feet; thence East a distance of 420 feet to Point "A". This parcel contains 2.60 acres.

**B. DENVER STREET SOCCER FIELD (Exhibit B):**

Beginning at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-six (36), Township Two North (T2N), Range Seven East (R7E) of the Black Hills Meridian in Pennington County, South Dakota; thence South along the East line of said Section Thirty-six (36) a distance of 40 feet; thence West a distance of 323.7 feet to the West right of way line of East Boulevard; thence South 13° 00' West a distance of 575.55 feet to the Northeast corner of Block 10 of the Original Townsite; thence North 77° 00' West a distance of 56.0 feet to the point of beginning of this description, hereafter referred to as Point "A"; thence South 82° 30' West a distance of 205 feet; thence South 7° 30' East a distance of 315 feet; thence North 82° 30' East a distance of 205 feet; thence North 7° 30' West a distance of 315 feet to Point "A". This parcel contains 1.48 acres.

**C. FAIRMONT BOULEVARD SOCCER FIELD (Exhibit C):**

Beginning at the iron pin at the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Seven (7), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota; thence, South along the quarter section line a distance of 924.8 feet; thence East a distance of 281.8 feet, to the point of beginning of this description, hereinafter referred to as Point "A"; thence North 52° 26' West a distance of 420 feet; thence South 37° 34' West a distance of 285 feet; thence South 52° 26' East a distance of 420 feet; then North 37° 34' East a distance of 285 feet to Point "A". This parcel contains 2.75 acres.

**D. MINNESOTA STREET SOCCER FIELDS (Exhibit D):**

Beginning at an iron right of way pin at the Northeast corner of Minnesota Street and Odde Drive located in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Eighteen (18), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota; thence 150 feet east to the point of beginning of this description, hereafter referred to as Point "A"; thence 760 feet east; thence 300 feet north; thence 760 feet west; thence 300 feet south to Point "A". This parcel contains 5.23 acres.

**E. NOORDERMEER SOCCER FIELD (Exhibit E):**

Soccer fields located in Sioux Park located in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section Three (3), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota. This parcel contains 2.57 acres.

**F. (NOT USED)**

**G. VALLEY SOCCER FIELDS (Exhibit G, G1 and G2):**

Soccer fields located in the "Star of the West" Sports Complex located in Lot Four (4) of Dairyland Subdivision, the South Half (S $\frac{1}{2}$ ) of Section Five (5), Township One North (T1N), Range Eight East (R8E) of the Black Hills Meridian, Pennington County, South Dakota. This parcel contains 12.65 acres.

**H. WEST OMAHA STREET SOCCER FIELD (Exhibit H):**

Beginning at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-five (35), Township Two North (T2N), Range Seven East (R7E) of the Black Hills Meridian in Pennington County, South Dakota; thence North along the West line of said Section Thirty-five (35) a distance of 222.4 feet; thence East a distance of 1,075 feet to the point of beginning of this description, hereafter referred to as Point "A"; thence North a distance of 275 feet; thence East a distance of 420 feet; thence South a distance of 275 feet; thence West a distance of 420 feet to Point "A". This parcel contains 2.65 acres.

4. Surrender of Premises. Soccer Rapid City agrees to surrender the premises, or a part thereof, in the event it is necessary for expansion or utilization of public park facilities, and they further agree to abandon the premises, or a part thereof, in the event the demand is made by the United States government. They further agree to abandon the premises, or a part thereof, whenever ordered to do so by a court of law or whenever the City is ordered to terminate said agreement by an order of any court.

5. Use. Soccer Rapid City shall have priority use of the premises during the lease period, subject to the terms of this lease, for the purpose of operating a city

soccer league. Soccer Rapid City agrees that the City may use the premises when the same is not required for use by Soccer Rapid City, and such use by the City shall not be inconsistent with the normal usage of said premises.

6. Use by Others. Soccer Rapid City agrees to allow other persons or organizations to use the premises, subject to the reasonable terms and conditions, including provisions for maintenance, electricity, and insurance.

7. Maintenance. Soccer Rapid City agrees to maintain said premises under the authority of the Public Works Director or his designee. Soccer Rapid City agrees to repair or replace any property damaged willfully by Soccer Rapid City's members or invitees which occurs while the premises are in use by Soccer Rapid City. Soccer Rapid City agrees to be responsible for policing the premises and to pick up and make ready for city collection of all trash, debris, and waste material of every nature, including mowing of weeds, resulting from the use of the premises by itself or any spectators in attendance at such premises. Soccer Rapid City agrees to provide its own trash receptacles for use at the premises. Soccer Rapid City agrees to be responsible for the preparation of the playing fields prior to all scheduled game days. Soccer Rapid City also agrees to place all collected trash, debris, and waste in a designated location for removal by the City of Rapid City.

The City of Rapid City, at its own expense, agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer and all repairs and surface maintenance of parking lots. The City of Rapid City agrees to provide water to the premises for the purpose of watering the playing field grass. The City specifically

reserves the right to restrict water usage under this agreement if water restrictions are placed on other water users within the City.

8. Mowing. Soccer Rapid City shall mow the playing fields on a substantially weekly basis during the soccer season. The Superintendent of Parks can mow the fields and charge Soccer Rapid City at the rate of twenty-five dollars (\$25.00) per hour for each man and machine used, provided that the Superintendent of Parks: (1) determines the need for mowing; (2) gives Soccer Rapid City three (3) days notice of his intent to do so if Soccer Rapid City fails to mow; and (3) determines he has the available manpower and equipment. Should the City Parks Department not have the available manpower and equipment the Superintendent of Parks can arrange for a private contractor to mow at the expense of Soccer Rapid City.

9. Construction. Soccer Rapid City shall have the right to construct accessory and customarily incidental improvements with prior approval of the plans by the Director of Public Works or his designee. Construction and other improvements at soccer fields located in the flood plain shall be in conformity with the regulatory codes of the City and subject to the approval of the Director of Public Works or his designee. Any permanent improvements or fixtures constructed by Soccer Rapid City in the leased area shall be considered the property of the City.

10. Parking. Soccer Rapid City agrees that it will permit no vehicular parking at the soccer fields, except as may be designated by the Park Superintendent.

11. Expense. The City of Rapid City shall assume no expenses as a result of this lease or any of the operations of the Soccer Rapid City. Soccer Rapid City agrees to pay its own administration expenses, including but not limited to, lights and electricity,

grounds crew, office supplies, miscellaneous equipment, and secretarial fees. Soccer Rapid City agrees that the electric utilities will be metered in the name of and billed directly to Soccer Rapid City and that all expenses incurred by it shall be paid within thirty (30) days of due date.

12. Public Accounting. Soccer Rapid City agrees to make a public accounting of its financial transactions within sixty (60) days after the close of its operating year. Such accounting shall be in the form of a report of income and expense and balance sheet of its assets and liabilities, which report shall be available for public inspection at the City Finance Office.

13. Termination. If Soccer Rapid City shall dissolve or abandon the use of the premises for one soccer season, this lease shall be terminated and Soccer Rapid City shall have no further rights hereunder.

14. Liability. Soccer Rapid City agrees that the City shall be held harmless from any and all liability arising from any operation or use under this lease of the described premises by it or its agents or employees or any other person using the premises. Soccer Rapid City agrees to purchase or provide and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000). The City shall be named an additional insured in said policy or policies, and Soccer Rapid City shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

15. Assignment or Subletting. This lease shall not be assigned nor the premises sublet by Soccer Rapid City except on written consent and approval of the City.

16. Concession and Advertising. Soccer Rapid City shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. Soccer Rapid City shall have the right to sell advertising space on the inside of the fences enclosing the playing fields and all revenue derived from concessions and advertising shall belong to Soccer Rapid City. Soccer Rapid City also agrees to be responsible for cleaning and maintaining the concession area.

17. City Authority. All matters pertaining to the terms of this lease shall be subject to the powers of the City Council and its designated authorized agents consistent with the laws of the State of South Dakota.

18. Change of Contacts and Officers. Soccer Rapid City agrees to notify the Director of Public Works and the City Finance Officer of any changes in the officers of Soccer Rapid City within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this agreement are the names and addresses of the current office holders of Soccer Rapid City.

19. Non-Discrimination. Soccer Rapid City shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. Soccer Rapid City further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City.

20. Relationship Between the Parties. This lease does not create any employee/employer relationship between the City of Rapid City and Soccer Rapid City, its agents or employees.

21. Integration. The parties agree that this agreement constitutes the entire understanding between them and that there are no other oral or collateral leases or understandings of any kind or character except those contained herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001.

CITY OF RAPID CITY

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

SOCCER RAPID CITY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of South Dakota     )  
  SS.  
County of Pennington     )

On this the \_\_\_\_ day of January, 2001, 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.



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

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota    )  
  SS.  
County of Pennington    )

On this the \_\_\_\_\_ day of January, 2001, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Soccer Rapid City, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Soccer Rapid City by himself as \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE

426

EXHIBIT A: CAMBELL

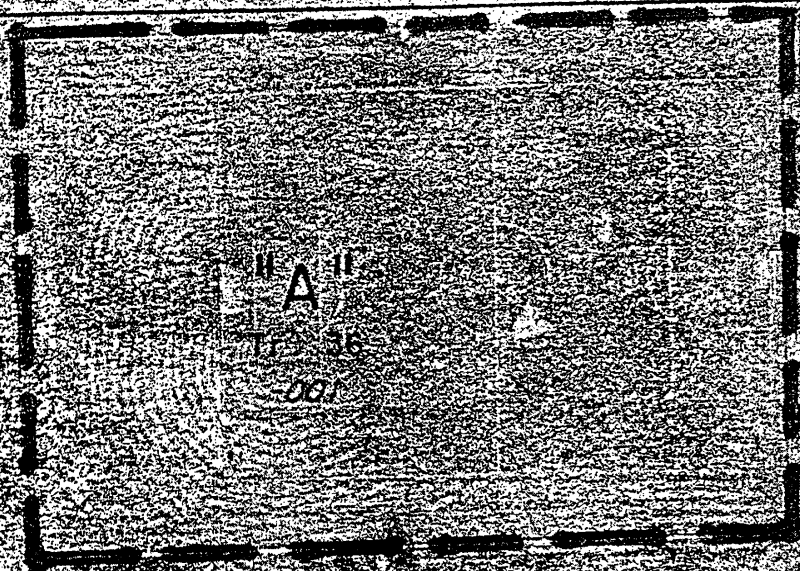
Pt. Tr. 35  
P. -002

NORTH  
111-100

1086-94

EAST ST JAMES ST.

80



"A"  
Tr. 35  
-001

CAMBELL ST.

429

"P"

B-01

15

6-016

5-001

6-001

2-718

1-007

5-008

5-009

9

RADIO TOW  
8-107-9 B  
RADIO TOW  
BLK. 5  
RADIO TOW  
RADIO TOW  
BLK. 4 &  
RADIO TOW  
RADIO TOW  
REPLAT OF  
PLAT OF E  
BRADSKY  
PATTON S  
RADIO TO  
BLK. 2

38-00E

EXHIBIT B: DENVER

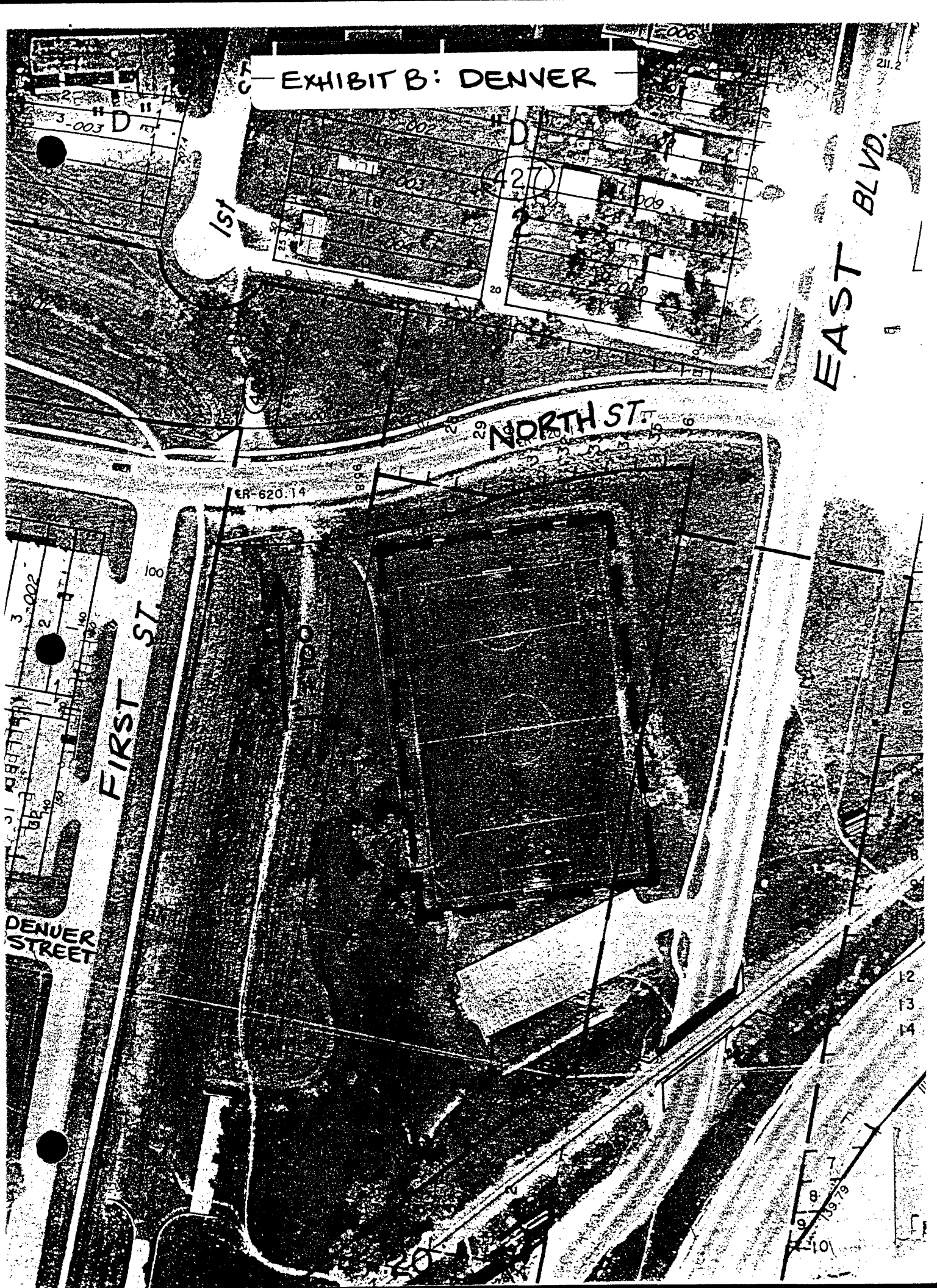
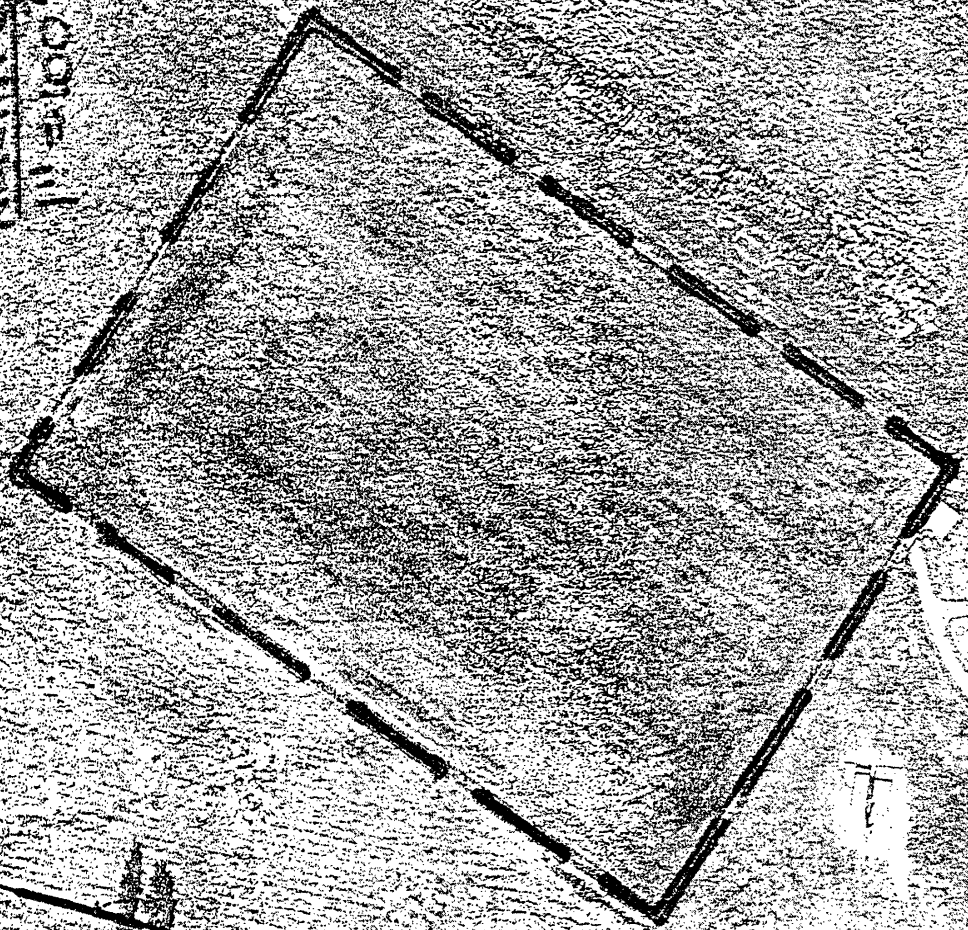




EXHIBIT C: FAIRMONT

MURKIN  
MURKIN



FAIRMONT BLVD. 8



325.13  
28 339.34

38-18B

EXHIBIT D: MINNESOTA

NORTH  
1"=100'

38-  
P1.25

1-001 16 124.07	2-002 16 123.97	3-003 17	4-004 16 123.86	5-005 .21 123.86
59.78	58	50	58	74
140	179		25	
				17 Boo-
				1.47 -00

39-020

DR

123.93

MINNESOTA ST.



# EXHIBIT E: NOORDERMEER

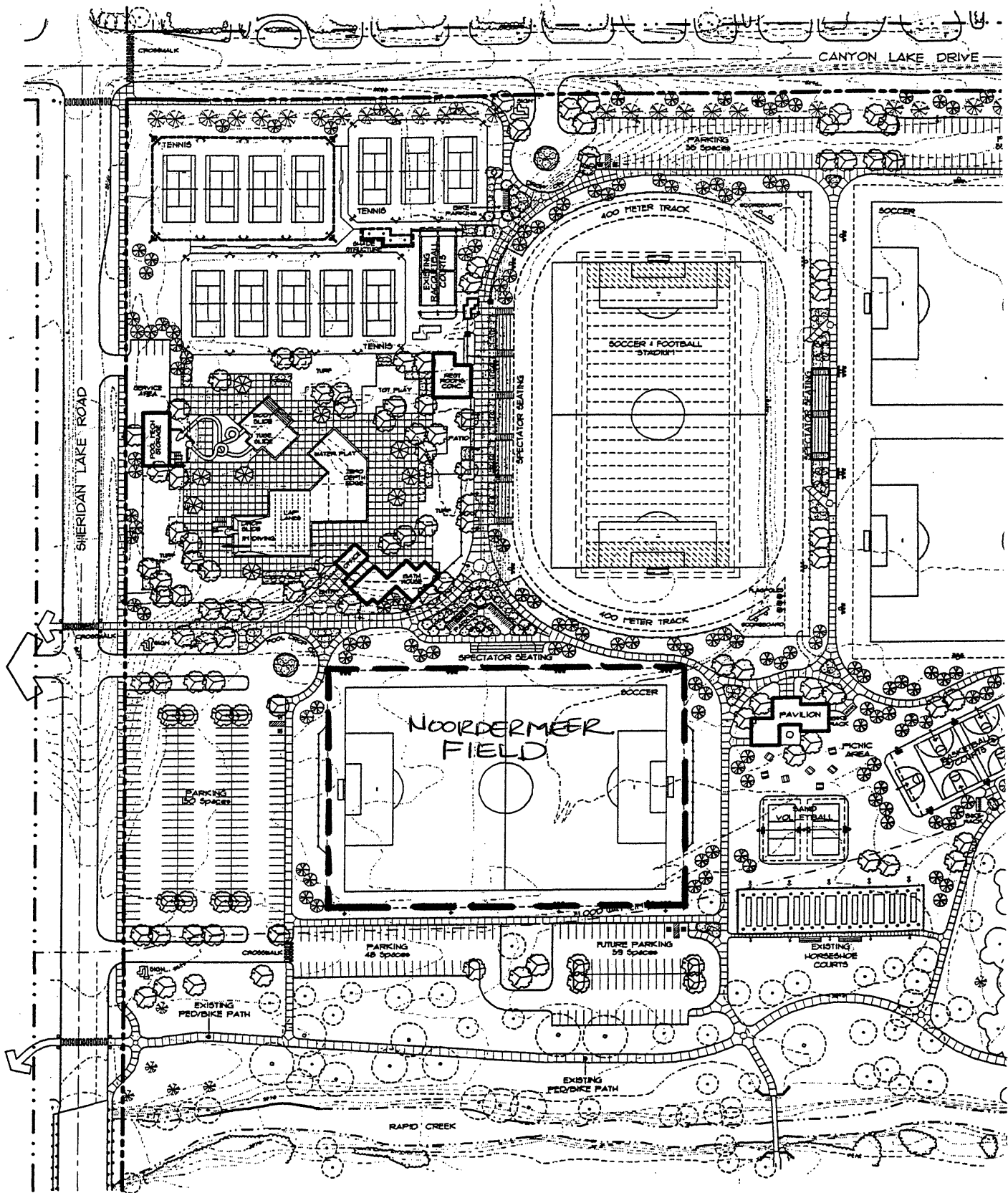
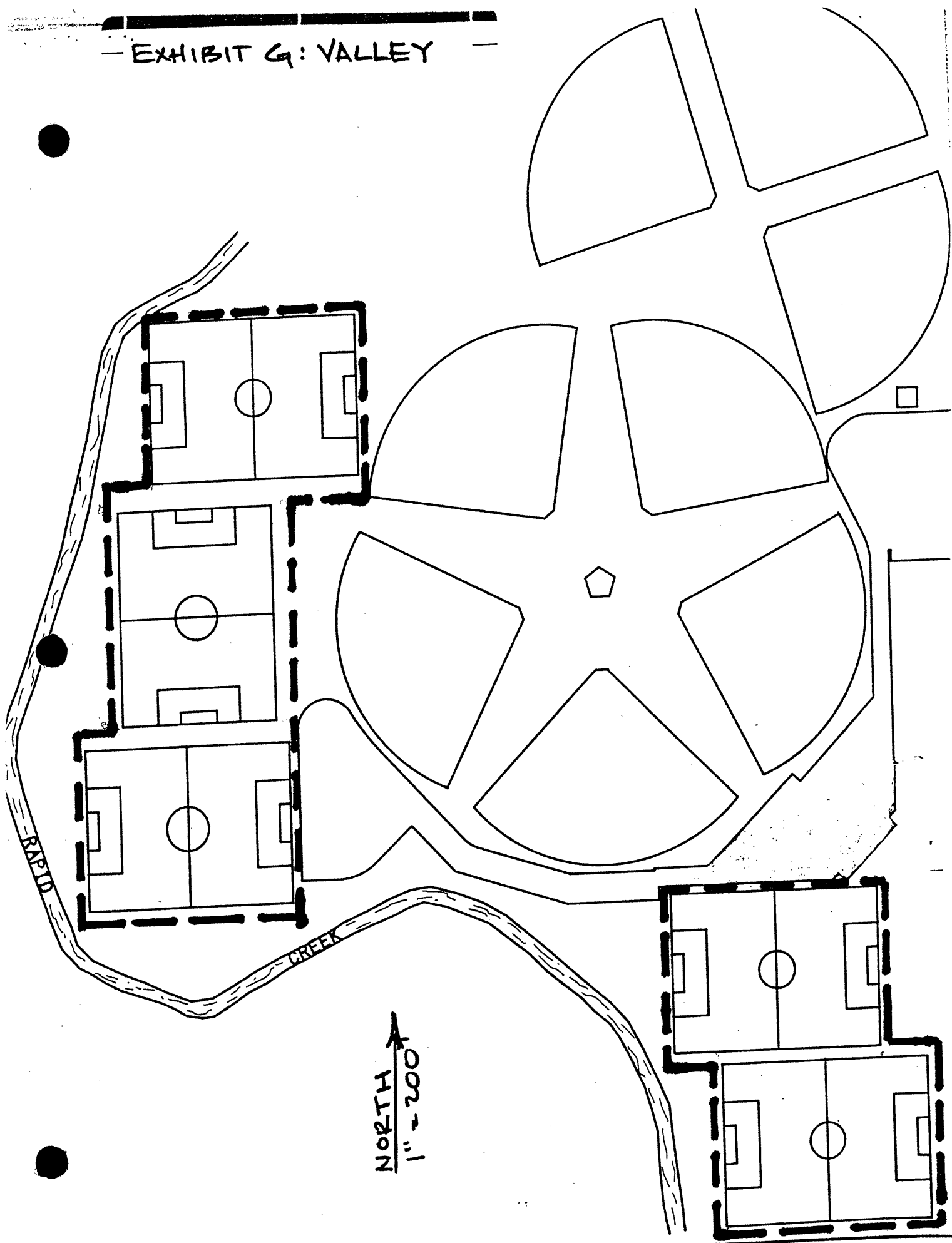


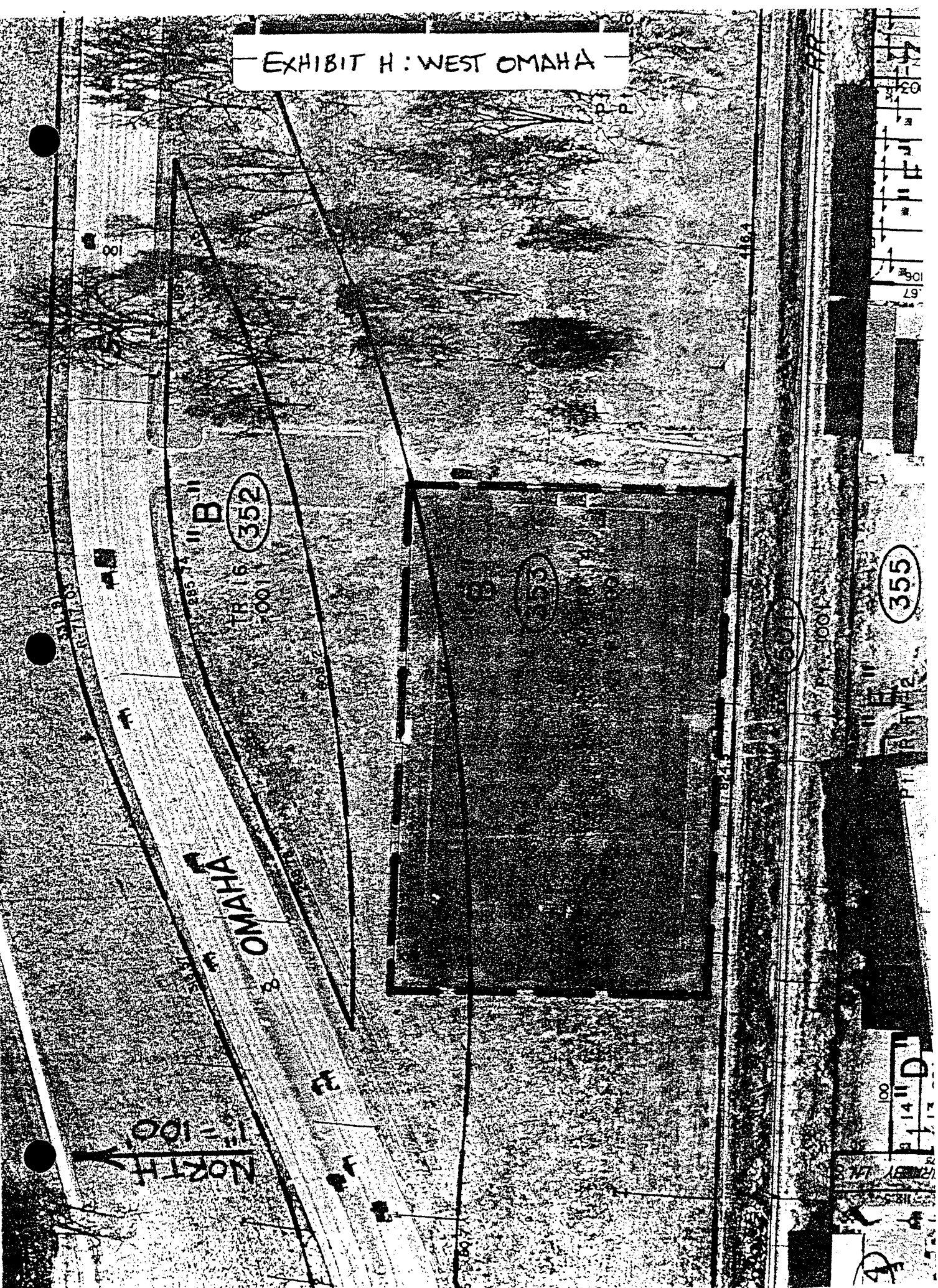
EXHIBIT G: VALLEY



NORTH  
↑  
1" = 200'

EAST ST. PATRICK STREET

EXHIBIT H: WEST OMAHA



"B"

352

353

355

OMAHA

NORTH

14 D