

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF RAPID CITY
and
SKYLINE DRIVE PRESERVATION, INC.**

This agreement is by and between the City of Rapid City, SD, a municipal corporation (hereinafter referred to as City) and the Skyline Drive Preservation, Inc. (hereinafter referred to as SDP), a non-profit corporation of Rapid City, SD.

PREAMBLE

The area known as Skyline Drive Wilderness Area, encompassing approximately 104.9 acres, more or less, which the SDP by deed for the purpose of a park, is located along Skyline Drive between Pine and Quincy Street. The park is within the City Limits. In the year 2001, the SDP was formed as a separate, autonomous non-profit corporation, known as Skyline Drive Preservation, Inc., which draws support from the various groups and individuals. By resolution, the City of Rapid City approved a request submitted by SDP to receive funds from the Vision 2012 Fund to retire a mortgage on the property. Among other responsibilities, SDP mission is to raise money to underwrite costs of development, purchase, property taxes, property assessments, promotion and agreed-upon maintenance within this park. Among other responsibilities, the City's mission is to protect the public's interest in the park.

WHEREAS

Both entities mentioned herein are involved in development of a public park, both stipulate to the following:

1. SDP shall construct trails and/or structures in accordance with a master plan approved by the City.

2. SDP part of Skyline Drive is designed principally for use as an educational and recreational facility. Improvements are intended to assist the study of mountain flora and fauna, wildlife, and limited prairie flora and fauna, as well as recreational activity.

3. The park shall be open to the public at times prescribed and/or scheduled by the SDP. Teachers and students will be especially encouraged to use the facilities for various scientific and ecological pursuits.

4. The City will give to SDP the sum of Seven Hundred Thirty Seven One Hundred Forty Four Dollars and Eighty Five Cents (\$737,144.85) to retire the existing mortgage to First Western Bank. SDP will be responsible for any and all future property assessments and taxes.

5. SDP will accept financial responsibility for the annual assessment property taxes and assessments. To meet this responsibility, SDP will conduct fundraising activities, which the City has no participation in said activities.

6. SDP will continue to maintain the use and area as a park/wilderness area and pickup and remove trash items foreign to the park and to waters within the park.

7. Should SDP be unable to meet its financial obligations regarding property assessments and taxes, or choose to freely donate the property to the City, SDP will deed the entire property to the City. Should the City take possession and ownership of the property, the City will dedicate the property as a park/wilderness area, free from residential and commercial development.

8. The following property listed in Exhibit "A" attached hereto and incorporated herein, is subject to this agreement.

9. SDP will not place or allow any future encumbrances on the property without the approval of the Rapid City Common Council or its successor. SDP will not transfer ownership of the property without the approval of the Rapid City Common Council.

10. SDP members as a group and as individuals will be held harmless for their actions or decisions.

11. This agreement will remain in effect as long as SDP, its successors, assigns or designates are owners of the property.

EFFECTIVE DATE: In witness whereof, the parties hereto have executed this agreement this _____ day of _____, 2006.

CITY OF RAPID CITY

Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

SKYLINE DRIVE PRESERVATION, INC.

By: _____
President

EXHIBIT “A”

<u>TAX ID #</u>	<u>LEGAL DESCRIPTION</u>
49554	Lot CR less Utility Lots A & B of Forest Hills Subdivision of the City of Rapid City, Pennington County, South Dakota
53473	Tract A of Tract S of Forest Hills Subdivision of the City of Rapid City, in the Southwest Quarter (SW1/4) of Section Two (2), Township One North (T1N) of Range Seven East of the Black Hills Meridian (R7E BHM), Pennington County, South Dakota
53474	Tract B of Tract S of Forest Hills Subdivision of the City of Rapid City, in the Southwest Quarter (SW1/4) of Section Two (2), Township One North (T1N) of Range Seven East of the Black Hills Meridian (R7E BHM), Pennington, County, South Dakota
53475	Tract C of Tract S of Forest Hills Subdivision of the City of Rapid City, in the Southwest Quarter (SW1/4) of Section Two (2), Township One North (T1N) of Range Seven East of the Black Hills Meridian (R7E BHM), Pennington County, South Dakota.
47063	Lot 14R of Kepp Heights #3 Subdivision of the City of Rapid City, as shown by the plat recorded in Book 25 on Page 74 in the Office of the Register of Deeds, , Pennington County, South Dakota
47208	Lot 16R (Also in Section 10) of Kepp Heights #3 Subdivision of the City of Rapid City, as shown by the plat recorded in Book 25 on Page 86 in the Office of the Register of Deeds, Pennington County, South Dakota
47209	Lot 17 of Kepp Heights #3 Subdivision of the City of Rapid City, as shown by the plat recorded in Book 25 on Page 86 in the Office of the Register of Deeds, Pennington County, South Dakota
24968	Lots 1, 2, 3 and 4 in Block 3 of Lampert’s Addition to the City of Rapid City, Pennington County, South Dakota.
55769	Lot Seven (7) of Overlook Subdivision of the City of Rapid City, as shown by the plat recorded in Book 33 of Plats on Page 126 in the Office of the Register of Deeds, Pennington County, South Dakota