

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made by and between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota, 57701 (hereby “City”) and BankWest, 709 Main Street, Rapid City, South Dakota, 57701.

WHEREAS, the following properties were owned or controlled by Barker and Little, and are shown with the balances owed for utilities:

ADDRESS	A/R BALANCE	PAST DUE BALANCE	DEPOSIT BALANCE
818 Saint Joseph Street	\$ 101.82	\$69.59	(\$25.00)
802 East St. Patrick Street	31.89	13.84	(\$25.00)
228 East Oakland Street	99.13	47.49	(\$25.00)
1515 East St Patrick Street #1	2,806.89	1,342.87	(\$100.00)
1515 East St. Patrick Street #2	4,074.41	2,091.45	(\$100.00)
1515 East St. Patrick Street #3	1,503.05	740.79	(\$100.00)
1515 East St. Patrick Street #4	266.16	132.58	(\$100.00)
1909 Ash Avenue	169.27	84.99	(\$100.00)
1915 Ash Avenue	127.48	66.84	(\$100.00)
815 East New York Street	164.11	97.23	(\$100.00)
126 East Signal Drive	165.11		
134 East Signal Drive	242.41		

WHEREAS, BankWest has foreclosed or has initiated foreclosure proceedings on the above properties; and

WHEREAS, the balances shown for each property are the responsibility of Barker and Little; and

WHEREAS, BankWest has agreed to pay City utilities on the above properties accrued after January 1, 2009.

NOW, THEREFORE, it is agreed as follows:

1. The City agrees not to hold BankWest liable for the City utility balances accrued prior to January 1, 2009, on the above properties.
2. BankWest agrees to immediately change the City utility billing account information to reflect BankWest as the party to be billed on the above properties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF RAPID CITY

\_\_\_\_\_  
Alan Hanks, Mayor

ATTEST:

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

(SEAL)

BANKWEST

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

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Memorandum of Agreement 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 \_\_\_\_\_, 2009, before me, the undersigned officer personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of BANKWEST, and that he, as such \_\_\_\_\_, being

authorized so to do, executed the foregoing Memorandum of Agreement for the purposes therein contained by signing the name of BANKWEST by himself as \_\_\_\_\_.

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

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

My Commission Expires:

(SEAL)