

## **LEASE AGREEMENT**

### **I. PARTIES**

The parties to this Agreement are the City of Rapid City ("City"), a municipal Corporation organized under the laws of the State of South Dakota, and the Rapid City Area School District No. 51-4 ("District"), a school district organized under the laws of the State of South Dakota

### **II. PURPOSE**

The purpose of this Lease Agreement is to set forth the terms and conditions by which the District leases certain described premises to the City for use as tennis courts for public recreation.

### **III. TERM**

The term of this lease shall be for a period of 99 years.

### **IV. LEASED PREMISES**

This Lease Agreement shall apply to the tennis courts located at the sites commonly referred to as: North Middle School, Stevens High School, and Parkview. A more detailed description of each site is set forth below.

North Middle School: The premises shown by the Engineer's drawing attached hereto, labeled Exhibit A and by this reference incorporated herein, said premises being upon the property adjacent to North Junior High School.

Stevens High School: The tennis courts located upon the Stevens High School Property, which property has the following legal description: Beginning at a point 300 feet East of the West property line and 180 feet South of the north property line of Stevens High School Property, which point is the Northwest corner of the site; thence East 124 feet to the Northeast corner of the site, thence South 194 feet to the Southeast corner of the site, thence West 124 feet to the Southwest corner of the site; thence North 194 feet to the Northwest corner of the site which is the point of beginning, all located in the SW ½ NW ¼; N1/2 NW ¼ SW ¼; W ½ SE ¼ NW ¼; W ½ E ½ SE ¼ NW ¼, of Section 4, Township 1 North, Range 7 East of the Black Hills Meridian, Pennington County, South Dakota

Parkview: The tennis courts located within the certain real property legally described as: Lot Two (2) of Block Eleven (11), Robbinsdale Addition No. 10, located in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township One (1) North, Range Seven (7) East of the Black Hills Meridian, and in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Twenty-four (24), Township One (1) North, Range

Seven (7) East of the Black Hills Meridian, Rapid City, Pennington County, South Dakota.

**V. CONSIDERATION**

The consideration for this lease is the mutual benefit to both parties and pursuant to the terms and conditions as described herein.

**VI. USE**

The Rapid City School District shall have priority use of the facilities during the lease period. The School District agrees that the general public may use the facilities when the same are not required for use by the School District.

**VII. INSURANCE**

Liability insurance and property damage insurance shall be maintained by the City of Rapid City so long as this agreement remain in full force and effect.

**VIII. MAINTENANCE AND REPAIR EXPENSES**

The City of Rapid City shall be obligated for all maintenance and repair expenses so long as this agreement remains in full force and effect. Utility Costs: The City of Rapid City shall be obligated to pay all utility costs so long as this lease remains in full force and effect.

**IX. TERMINATION OF AGREEMENT**

This agreement shall terminate at the end of the period provided herein or at the termination of any extension thereof as approved by the two governmental units involved.

**X. DISPOSING OF PHYSICAL ASSETS UPON TERMINATION**

All physical assets other than nets and utility poles shall become the property of the school district. All nets and utility poles shall become the property of the City of Rapid City, unless otherwise agreed to by the parties.

**XI. RESOLUTIONS**

Before this Lease Agreement shall take effect, a Resolution shall be duly passed by the Common Council for the City of Rapid City and by the Board of Education for the Rapid City Area School District in accordance with SDCL Chapter 1-24 and Chapter 6-3.

**XII. AMENDMENTS AND SUPPLEMENTS TO AGREEMENT**

No amendment of or supplement to this Agreement shall be made unless it is approved by each of the respective governing bodies and reduced to writing and filed with the recording officers as provided above.

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

**LESSOR:**  
**City of Rapid City**

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

**LESSEE:**  
**Rapid City Area School District No. 51-4**

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2009, before me, the undersigned notary public, personally appeared \_\_\_\_\_ who acknowledged himself to be the \*\*\*\*\* of the **City of Rapid City** and executed the foregoing instrument for the purposes therein contained by signing his name to the foregoing instrument.

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

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 \*\*\*\*\* of **Rapid City Area School District 51-4** and executed the foregoing instrument for the purposes therein contained by signing his name to the foregoing instrument.

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: