

## MEMORANDUM OF UNDERSTANDING

This memorandum sets forth the agreements reached by and between the **Rapid City Area School District #51-4** ("District") and the **City of Rapid City** ("City") regarding the development and use of certain real property located in the City of Rapid City, Pennington County, South Dakota.

**1. PURPOSE.** The District and the City agree to the terms herein for the development and use of certain real property currently owned by the District for expansion and improvement of particular city streets; creation of recreational facilities for students of the District and residents of the City; and a holding pond.

**2. PROPERTY.** The District property which is the subject of this agreement ("Property") is particularly described as follows:

Parcel A: The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, less approximately 115 feet of the north 1/2 and less dedicated public right of way of said parcel as shown on the Plat of Lot 2 of Block 11 of the Robbinsdale Addition No. 10 and the attached Exhibit A. Said Parcel contains 7.85 acres more or less. This parcel is subject to the Ground Lease dated May 9, 1995, attached hereto as Exhibit "B".

Parcel B: The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, less Lot one of Block Eleven of Robbinsdale Addition Number Ten, and less dedicated public right of way, as shown on the Plat of Lot 2 of Block 11 of the Robbinsdale Addition No. 10 and the attached Exhibit A. Said Parcel contains 9.24 acres more or less.

Parcel C: The Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, less dedicated public right of way of said parcel as shown on the Plat of Lot 2 of Block 11 of the Robbinsdale Addition No. 10 and the attached Exhibit A. Said Parcel contains 9.36 acres more or less.

Parcel D: A proposed 40 foot wide drainage easement located in the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said proposed drainage easement contains 0.05 acres more or less.

- Parcel E: A proposed 60 foot wide drainage easement located in the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.64 acres more or less.
- Parcel F: A proposed dedicated public right of way located in the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 0.08 acres more or less.
- Parcel G: A proposed 60 foot wide drainage easement located in the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section Twenty four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.72 acres more or less.
- Parcel H: A proposed dedicated public right of way located in the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section Twenty four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 1.34 acres more or less.
- Parcel I: A proposed 40 foot wide drainage easement located in the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.50 acres more or less.
- Parcel J: A proposed dedicated public right of way located in the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 2.12 acres more or less.
- Parcel K: A proposed dedicated public right of way located in the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed public right of way contains 0.01 acres more or less.
- Parcel L: A proposed 60 foot wide drainage easement located in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.65 acres more or less.

Parcel M: A proposed dedicated public right of way located in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 0.83 acres more or less.

Parcel N: A proposed detention cell located in the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said parcel contains 2.49 acres more or less.

Parcel O: A proposed 60 foot wide drainage easement located in the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown on the attached Exhibit A. Said proposed drainage easement contains 0.34 acres more or less.

Parcel P: A proposed 60 foot wide drainage easement located in the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty four, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said proposed drainage easement contains 0.34 acres more or less.

Parcel Q: A proposed detention cell located in the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said parcel contains 5.08 acres more or less.

Parcel R: A proposed dedicated public right of way located in the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, Township One North, Range Seven East of the Black Hills Meridian as shown on the attached Exhibit A. Said proposed dedicated public right of way contains 0.62 acres more or less.

#### TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction of the Fifth Street Extension Project including the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4; the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section Twenty Four, and the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4; the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section Thirteen, Township One North, Range Seven East of the Black Hills Meridian, as shown by the shaded area on the attached Exhibit "A".

The above legal descriptions are being used to identify generally and without a survey the real property for the purpose of granting certain easements and conveying

certain property to the City by the District. To enable the District to make such transfers, the City agrees to pay all costs necessary to obtain recordable legal descriptions. The above parcels and easements are shown on Exhibit A, attached hereto and incorporated herein by reference.

**3. CONSIDERATION.** The District agrees to convey all right, title, and interest to the City within thirty (30) days after the City obtains a recordable legal title, subject to the right of reversion as set forth in Article 4 and any easements, restrictions of record, and all other encumbrances, that property identified herein as:

A. Parcels B and C in consideration for the City's proposed construction of recreational facilities on Parcels A, B, and C. Such construction may include but not be limited to a swimming pool, bike paths, athletic fields, parks, or playgrounds; and

B. Parcels F, H, J, K, M, and R for use as dedicated public right of ways and Parcels N and Q for the City's proposed construction of detention cells, all in consideration for the City's construction of the proposed expansions and improvements on Fifth Street and Parkview Drive.

The District acknowledges that the proposed unnamed east-west street improvements shown on Parcels F, H, M, and R are not a part of the Fifth Street and Parkview Drive improvements project contemplated under this Agreement.

The District also agrees to grant to the City those temporary easements set forth in Article 2 above. In addition, the District agrees to grant to the City permanent easements and dedicated right of way on Parcels D, E, G, I, L, O, and P as easements in consideration for the City's agreement to maintain the area covered by the

easements. These easements will be used in conjunction with the proposed expansion and improvement of Fifth Street, Parkview Drive, a proposed unnamed east-west street, and with the construction of proposed drainage facilities, including but not limited to storm water detention ponds.

**4. RIGHT OF REVERSION.** The parties expressly agree that fee simple ownership in the below referenced Parcels shall revert to the District if any of the following conditions arise:

- A. If the recreation facilities described herein are not constructed by the City on Parcels B and C within fifteen (15) years of the signing of this Agreement; or
- B. If a public roadway is not constructed on Parcels F, H, J, K, M, and R within fifteen (15) years of the signing of this Agreement; or
- C. If the detention cells or other similar drainage holding facilities are not constructed on Parcels N and Q within fifteen (15) years of signing this Agreement; or
- D. If any of the Parcels that are identified herein do not continue to be used by the City for recreational, educational, or public uses following the construction of the improvements referenced above in subsections A, B, or C.

The parties also agree that this right of reversion applies only to those individual parcels on which the above designated improvements are not constructed within fifteen (15) years or which do not continue to be used for recreational, educational, or public uses. All parcels, except Parcel A, on which the improvements are constructed in accordance with this agreement and/or remain in recreational, educational, or public use will remain in fee simple ownership by the City.

**5. MODIFICATION.** Any modification of this memorandum and the agreements between the parties must be in writing and attached and incorporated herein.

The agreements contained herein are effective this \_\_\_\_ day of \_\_\_\_\_, 2001.

**CITY OF RAPID CITY**

By: \_\_\_\_\_  
Jim Shaw, Mayor

ATTEST:

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

(SEAL)

**RAPID CITY AREA SCHOOL  
DISTRICT #51-4**

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Business Manager