

SECOND AMENDMENT TO LEASE AGREEMENT FOR MAIN STREET SQUARE

This Second Amendment to the Lease Agreement for Main Street Square is entered into effective the 1st day of January 2016, by and between the **CITY OF RAPID CITY**, a municipal corporation, of 300 Sixth Street, Rapid City, SD 57701, (the "City"), and the **DOWNTOWN BUSINESS IMPROVEMENT DISTRICT BOARD**, an instrumentality of the City of Rapid City, of 300 Sixth Street, Rapid City, SD 57701, ("Board").

WHEREAS, Board leases from City property commonly known as Main Street Square, located at 524 Main St, by virtue of that certain Lease Agreement for Main Street Square dated October 19, 2010 (the "Lease Agreement"); and

WHEREAS, the Lease Agreement was amended by that certain First Amendment to Lease Agreement for Main Street Square dated August 15, 2011; and

WHEREAS, Board has entered into an Operations and Management Agreement with the Downtown Rapid City Economic Development Corporation d/b/a Destination Rapid City ("DRC") to manage and operate Main Street Square, as amended; and

WHEREAS, Board has sublet the Main Street Square property to DRC; and

WHEREAS, the City desires to assist Board and its contract manager make Main Street Square as successful as possible; and

WHEREAS, City has agreed to pay certain utility costs for Main Street Square; and

WHEREAS, the parties mutually desire to reduce their understandings and agreements to writing by executing this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Incorporation of Recitals. The aforementioned recitals are incorporated herein by reference as if more fully set forth hereinafter
2. Maintenance. Paragraph 7 of the Lease Agreement captioned "Maintenance" shall be amended to read in its entirety as follows:

Maintenance. All routine maintenance of the leased premises shall be provided by Board including but not limited to keeping all grounds, sidewalks, trees, shrubbery, buildings, equipment and all other structures in an attractive, safe, repaired condition. The City may assist Board with the maintenance when the City deems it feasible. City agrees to provide maintenance to the park's utilities infrastructure, including but not limited to, repair of broken water mains, sewer mains, and storm sewer.

Board agrees to maintain said facilities to all city standards for buildings and grounds. Board agrees to be responsible for cleaning the facilities and on a regular basis to pick up and make ready for collection all trash, debris, and waste material of every nature resulting from the use of the facility by itself or any visitors in attendance at such facilities. Board agrees to provide its own trash receptacles for use at the facilities. Board further agrees to keep clean and maintain the concession and restroom facilities within the leased premises on a regular basis.

3. Utilities. Paragraph 9 of the Lease Agreement captioned "Expenses" shall be amended to read in its entirety as follows:

Utilities. City agrees to pay for water, sewer, gas and electricity utilities. Board and its subtenant shall coordinate with City's Finance Officer to put said utilities in City's name, to be billed directly to the City. Board or its subtenant shall be responsible for all other utilities and expenses not expressly assumed by the City.

4. All other terms of the Lease Agreement shall remain unchanged. In the case of conflict of another portion of the Lease Agreement not changed hereby with the amended sections above, the amended sections shall control.

CITY OF RAPID CITY

Mayor

ATTEST

Finance Officer

(seal)

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

By _____
Chairman, Board of Directors

Attest _____
Secretary