

CITY OF RAPID CITY AND CENTRAL STATE FAIR, INCORPORATED
AMENDED LAND USE AGREEMENT

This agreement entered into this 7 day of Feb, 2017, by and between the City of Rapid City, 300 Sixth Street, Rapid City South Dakota 57701 ("City"), and the Central States Fair, Inc., 800 San Francisco Street, Rapid City South Dakota 57701 ("Fair").

WHEREAS the City of Rapid City under the date of November 29, 1972, entered into a Loan and Capital Grant Contract with the United States of America providing for financial assistance to the City of Rapid City under Title I of the Housing Act 1949, as amended, for the undertaking of the Rapid City Flood Disaster Project, S.D.R. -3; and

WHEREAS the City has acquired certain land within the limits of the floodway, as designated by the Federal Emergency Management Administration and adopted by the City of Rapid City; and

WHEREAS, such land is legally designated Parkland and is zoned Flood Hazard District except for Lot 6-7 of Block 6 of Bradsky Subdivision which is zoned Medium Density Residential and N433 ft of Tract B of Lot 2 of NW1/4NE1/4 (Also Described as Tract B Less S150 ft Thereof) which is zoned Light Industrial; and

WHEREAS, in and on such designated and zoned lands parking areas are considered permitted uses when they do not include any structures; and

WHEREAS, in the Flood Hazard District circuses, carnivals, and similar transient amusement enterprises and fairgrounds owned and operated by governmental units or their agents are conditional uses which require a conditional use permit pursuant to the City's adopted zoning code, specifically Rapid City Municipal Code 17.28.030; and

WHEREAS the Central States Fair, Inc. desires to utilize City-owned land for parking for events held at its facilities adjacent to City designated parkland.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. *Property.* Subject to Section 3, City will allow Fair to use the following City property in accordance with this Agreement:

- A. The East 300 feet of Tract 29 of the Rapid City Greenway Tract;
- B. Tract 30 of the Rapid City Greenway Tract;
- C. Tract 33 less Lot H-1 of the Rapid City Greenway Tract;
- D. N433 ft of Tract B of Lot 2 of NW1/4NE1/4 (Also Described as Tract B Less S150 ft Therof)
- E. The Northern 585 feet of Lot B Revised of Tract 32 of the Rapid City Greenway Tract;
- F. Lot A of Tract 34 of the Rapid City Greenway Tract;

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- G. Lot B of Tract 34 of the Rapid City Greenway Tract;
- H. Lot 6-7 of Block 6 of Bradsky Subdivision; and
- I. Tract 35 of the Rapid City Greenway Tract.

hereinafter known as “the Property.” See Exhibit A, attached.

Section 2. *Use for Parking.* Fair shall use the Property only for the purpose of parking motor vehicles and livestock trailers during the Central States Fair and during other events authorized by Fair and held at the fairgrounds. The parties agree that parking of motor vehicles and livestock trailers on Tract 35 shall be on the paved portion only. Fair agrees to provide City with advance notice of events where it anticipates it will use the Property for parking. Such notice shall be given at least two weeks in advance of any scheduled event.

This Agreement does not grant Fair any other rights or privileges to occupy the Property for any other purpose or at any other time. However the parties may agree to allow Fair to use the Property for additional purposes in the future. If City consents to another use on the Property, Fair agrees to obtain all necessary permissions and permits to conduct the activity and to comply with all City ordinances and requirements for the Property and the use.

Section 3. *Maintenance.* Fair agrees to maintain the Property in a good condition and shall be responsible for all mowing and maintenance. Fair agrees not to construct any obstructions, either permanent or temporary, that would impair the flow of floodwaters across the Property, other than the parking allowed by this Agreement.

Section 4. *No overnight camping.* Fair shall not allow overnight camping on the Property. The parties recognize that the City’s floodplain ordinance strictly prohibits camping in the designated floodway. *R.C.M.C. 17.28.070 Camping Prohibited.*

Section 5. *Bike Path.* The Bike Path shall remain unobstructed and open to the public as a means of recreation and transportation for bicyclists and pedestrians at all times. If closure is required during the fair, adequate detours shall be marked and signed so as to accommodate access via sidewalks around the Fair and the Property typically serviced by the Bike Path and existing sidewalks.

Section 6. *Term.* This Agreement is for the purpose of providing parking during the Central States Fair and other activities sponsored by the Fair Board. This Agreement is for a period of one year and shall automatically renew, provided, however, either party can terminate the Agreement on thirty (30) days written notice.

This Agreement along with any attachments constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings, whether oral or written. This Agreement supersedes any previously existing land use agreement between the parties, including those dated July 20, 1998 and February 7, 2000.

Section 7. *Hold Harmless and Insurance.* Fair shall hold the City harmless from any liability arising out of Fair’s use or occupancy of the Property by its employees, agents, guests,

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permittees, or invitees, pursuant to this Agreement. Additionally, Fair shall obtain insurance in a minimum amount of One Million Dollars (\$1,000,000.00) combined single limit for personal injury and/or property damage and shall cause the City to be named as an additional insured on all liability policies.

Dated this 7 day of Feb, 2016.

CENTRAL STATES FAIR, INC.


CITY OF RAPID CITY

By: 
President of the Board of Directors

By: _____
Steve Allender, Mayor

ATTEST:

ATTEST:


General Manager, CSF, Inc.

Finance Officer