

HUGHES COUNTY RADIO TOWER LAND LEASE AGREEMENT

This **RADIO TOWER LAND LEASE AGREEMENT** (hereinafter "Lease") is made and entered effective this 1st day of April 2024, by and between Darrell Beck (hereinafter "Lessor") and Hughes County, South Dakota (hereinafter "Lessee").

WITNESSETH:

FOR AND IN CONSIDERATION of the terms, covenants, rentals to be paid, and conditions hereinafter set forth, the parties mutually agree as follows:

Premises and Use:

The Lessor leases and rents for the term and rental hereinafter set forth the use and occupancy of a parcel of ground to wit:

Site Address: 20419 SD. Hwy 1804 Pierre, SD 57501

Coordinates: 44.025340° / -100.21310°

Legal Description: A portion of the property commonly known as: Snake Butte 20419 SD. Hwy 1804 Pierre, SD 57501 of the property location Section 17 of 11179 in Buckeye township in Hughes County South Dakota.

Located section 17 11179 Snake Butte 20419 SD. Hwy 1804 Pierre, SD 57501

(hereinafter "Premises"), more fully described on Exhibit A attached hereto and incorporated herein by this reference.

The Premises shall also be subject to the rental fee hereinafter stated, and the Premises may only be used and occupied by Lessee for the sole purpose of carrying out the business of operating and using the Radio Town located on the Premises, with the right of access to the Radio Tower.

Term and Rental:

This Lease shall be for a term of ten (10) years commencing on the 1st day of July, 2024, and shall terminate on the last day of June, 2034. The rent payable hereunder shall be forty-five hundred dollars (\$4500.00) per year payable on, or before July 15th in each year the lease is in force. The rental amount may be re-negotiated for an additional 5-year extension of the lease beyond June 30, 2034. This lease will automatically renew on its anniversary date for an additional 5 years unless it is terminated by either party.

Termination: This agreement may be terminated by either party upon one year (365 days) prior written notice.

Should Lessor sell, rent or otherwise transfer the Premises during the term of this lease, any such sale, rent or transfer shall be subject to the terms of this Lease.

Covenants of the Lessor

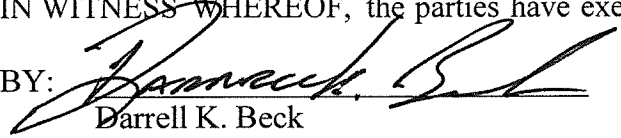
Lessee shall not assign this Lease without first obtaining the written consent of Lessor.

The Lessors, on their part, covenant and agree that they will grant Lessee a right-of-way through their property to the land described above during the term of the lease.

- (a) All fixtures and/or equipment of whatever nature which have been installed in the above described real property by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee and may be removed by the Lessee at the expiration or termination of this lease or any renewal or extension thereof, provided however, that Lessee shall at its own expense repair any damage to the premises resulting from such removal;
- (b) If the Lessee shall pay the rent as herein provided, and shall keep, observe and perform all of the other covenants of this lease, the Lessee shall and may, peacefully and quietly, have, hold and enjoy the said premises for the term aforesaid;
- (c) This lease and all covenants, provisions and conditions herein shall transfer to the benefit of, and be binding upon, the successors and assigns of the parties hereto; provided however, that no assignment by, from, through of under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatever.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

BY:


Darrell K. Beck

Date

JANUARY 30, 2025

HUGHES COUNTY, SOUTH DAKOTA


BY:


Robert Lies

Date

2/5/2025

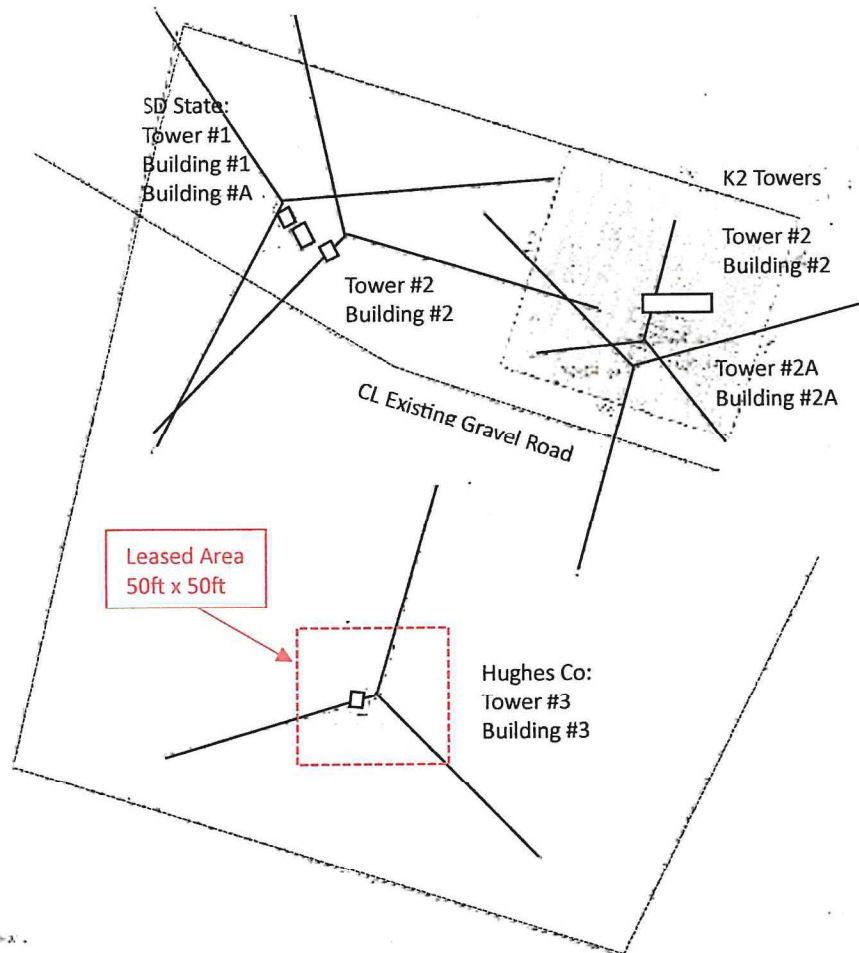
Attest:


Thomas

Date

2-5-2025

EXHIBIT A
DESCRIPTION OF PREMISES



South Line of the NE1/4 of the NE1/4 of section 17