

2024 Parking Lease Agreement

This Lease Agreement is made and entered into by and between Deadwood Gulch Lodge, Inc, referred to in this Lease as 'DGL' with its principal office at 20622 Fort Meade Way, Sturgis, SD 57785, and the city of Deadwood, South Dakota referred to in this Lease as the 'CITY', 102 Sherman Street, Deadwood, SD 57732

BACKGROUND

- A. DGL is the owner of certain real property located in the City of Deadwood, South Dakota. The subject real property is commonly known and identified as the (hereinafter "Slag Pile") located in Deadwood, Lawrence County, South Dakota. Legally described as:

Lot 1A, being a subdivision of Tract 1, a portion of MS 343, MS 685, MS 686 and Lot 4 of MS 166, located in the SW1/4 of Section 13, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota, as shown by the Plat recorded as Document #95-4048;

AND

Lot 1B-1 and Lot 1B-2, being a subdivision of Lot 1B of the subdivision of Tract 1, a portion of MS 343, MS 685, MS 686 and Lot 4 of MS 166, located in the SW1/4 of Section 13, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota, as shown by the Plat recorded as Document #96-3069.

- B. DGL has agreed to grant the CITY rights in and to the real property described in Section A above. subject to the terms, conditions, and limitations of this Lease.

In consideration of the mutual benefits and obligations contained in this Lease the receipt and sufficiency of which is acknowledged the parties agree as follows:

1. RENT

CITY covenants to pay DGL the sum of Twenty Seven Thousand Five Hundred Dollars (\$27,500) as total rent for the slag pile. Funding will be paid from Business Improvement District (BID) #8. Said rent will be paid within seven (7) business days of contract being fully executed.

2. TERM

- A. The term of this Lease will begin on June 18, 2024. and will end September 9, 2024. The CITY'S access to the property and use of the property under this Lease will allow the CITY to use the property for overflow parking and trailer parking during the term of the Lease.
- B. Either Party may terminate this Lease on fourteen (14) days' written notice to the other. If DGL sells or disposes of the property during the term of the Lease, DGL may terminate the Lease at any time with written notice.

3. USE OF PREMISES

- A. DGL grants the CITY a lease to use the area designated on the map attached to and incorporated in this Lease as Exhibit A as a parking area during the term listed in Paragraph 1(a) above and for no other purpose. The CITY will manage and maintain the property in such a manner in no way depreciate the "Value" of the land which is the subject of this lease.

- B. The CITY will maintain and monitor the Slag Pile during the term listed in Paragraph 1(a) above.
- C. The CITY will clean the Slag Pile to its original condition or better at the end of the term.
- D. DGL has placed a berm and fence to block off portions of the slag pile not accessible for parking. At no time will parking be allowed outside the defined areas set forth by DGL.
- E. The CITY agrees the CITY does not and will not claim, at any time, any interest or estate of any kind or extend whatsoever in the above described property of DGL by virtue of the rights granted under this lease of the CITY'S occupancy or use of the above described property of DGL under this lease.

4. IMPROVEMENT OR ALTERATION

The CITY will erect no structure on the subject property without DGL'S prior consent and approval. Other than appropriate quality signs associated with designating the property's availability, the CITY will not place or permit to be placed any advertising matter upon any part of the subject property or upon any improvement thereon, except as approved by DGL, in writing advance of said placement.

5. COMPLIANCE

The CITY and DGL will comply with all federal, state, and local laws, rules, statutes, regulations, ordinances, guidelines, permits, and requirements applicable to this lease.

6. INDEMNIFICATION

- A. The CITY will indemnify DGL, its officers, agents, and employees against all actions, suits, damages, liability, claims, demands, expenses, judgments, fees, and costs of whatever kind or character, arising from, by reason of or in connection with the use of the subject property. The parties intend that DGL, its officers, agents, and employees will not be liable or in any way responsible for injury, damage, liability, loss, or expense to persons or property, resulting to the CITY, or to those the CITY brings onto the property, whether caused by accident.
- B. The CITY assumes full responsibility for any and all damage or injury which may result to any person or property by reason of or in connection with the CITY'S use or the subject property and will pay DGL for any and all damage or injury resulting from the CITY'S activities.

7. RIGHT OF DGL TO USE

DGL reserves the right to be exercised by DGL and any other party who may obtain written permission or authority from DGL to use the premises in any manner as the DGL in the DGL'S sole discretion deems appropriate, provided the DGL uses all commercially reasonable efforts to avoid interference with the use of the premises by the CITY for the purpose specified in Paragraph 2(a.)

8. SURRENDER OF PREMISES

Upon termination of this LEASE the CITY will surrender the subject property in as good a state and condition as it was at the commencement of this lease.

9. ASSIGNMENT OF LEASE

The CITY will not transfer or assign this Lease or any interest in this lease without DGL prior written consent.

10. SEVERABILITY

If any court of competent jurisdiction holds any provision of this lease unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Lease.

11. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this lease are suspended by the terms of this lease, and except as specifically provided in this lease, this lease constitutes the entire agreement with respect to the subject matter.

12. REPORTING

The CITY will report to DGL any event encountered in the course of performance of this lease which results in injury to any person or property, or which may otherwise subject the CITY, or DGL or DGL officers, agents, or employees to liability. The CITY will report any such event to DGL immediately upon discovery.

The CITY'S obligation under this section will only be to report the occurrence of any event to DGL and to make any other report provided for the CITY'S duties or applicable law. The CITY's Obligation to report will not require disclosure of any information subject to privilege or confidentially under law (such as attorney-client communication.) Reporting to DGL under this section will not excuse or satisfy any obligation of DGL to report any event to law enforcement or other entities under the requirements of any applicable law.

13. AMENDMENT

This Lease may not be amended except in writing, which writing will be expressly identified as part of this lease and will be signed by an authorized representative of each of the parties.

14. INSURANCE

The CITY will furnish DGL the following certificate of insurance and assure that the insurance is in effect for the life of the Lease.

a. Commercial General Liability Insurance

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this lease or be no less than \$2,000,000.00.

15. RIGHT OF INGRESS AND EGRESS

DGL by and through employees, officers, or agents employed by DGL, will have the right of ingress and egress over the subject property. The CITY will be solely responsible for providing a means of ingress and egress for the CITY'S own use of the subject property.

Deadwood Gulch Lodge, Inc

By: _____,
Member

State of South Dakota)
) SS
County of _____)

On this _____ day of June, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the member of DGL, and that such Member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

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

(SEAL)

Notary Public

My Commission Expires: _____