

## LEASE AGREEMENT

This Lease and Agreement made and entered into this \_\_ day of \_\_\_\_\_, 2026 by and between the City of Deadwood of 102 Sherman Street, Deadwood, SD, hereinafter referred to as "Lessor", and KR Deadwood Sherman Street 2020 LLC, DBA The Landmark Casino, 53 Sherman Street, Deadwood, SD 57732, hereinafter referred to as "Lessee".

1. Lessor hereby leases Lessee the following described premises situated in the City of Deadwood, Lawrence County, South Dakota to-wit:

**THE LOCATION OF A LEASEHOLD AREA LOCATED IN TRACT 1 OF MILLER STREET SUBDIVISION, ACCORDING TO PLAT DOC #2012-5646, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A CORNER ALONG THE WEST LINE OF SAID TRACT 1 AND THE SOUTHEAST CORNER THE LANDMARK TRACT, ACCORDING TO THE PLAT DOC #2024-04444, WHICH IS COMMON TO THE NORTHEAST CORNER OF LOT 11 BLOCK 30 OF ORIGINAL TOWN OF DEADWOOD, THENCE N 05°26'25" E A DISTANCE OF 46.93 FEET TO A POINT ON THE EAST LINE OF THE LANDMARK TRACT AND THE WEST LINE OF TRACT 1 OF THE MILLER STREET SUBDIVISION WHICH IS THE TRUE POINT OF BEGINNING; THENCE N 03°43'17" W ALONG THE LINE COMMON TO SAID LANDMARK TRACT AND SAID TRACT 1 A DISTANCE OF 26.99 FEET; THENCE S 82°41'11" E A DISTANCE OF 3.64 FEET; THENCE S 04°01'16" W A DISTANCE OF 26.53 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 48.2 SQUARE FEET.**

**FURTHER DESCRIBED BY ATTACHED LEASE EXHIBIT A**

for a term of one (1) years from and after the above date, through \_\_\_\_\_, 2027. Following the term hereof, this Agreement shall automatically continue for a like term, and from term to term thereafter until written notice of termination is received by either party no less than sixty (60) days prior to the end of any term hereof.

2. Notwithstanding the term contemplated in Section 1, either party may terminate this Agreement by giving the other party a thirty (30) day written notice of his intent to terminate.

3. Lessee shall pay Lessor during the term of this lease for the use and occupancy of the demised premises the following amounts:

A. Upon execution of this lease shall make a single, one-time payment in the amount of \$96.00 covering the entire lease term.

B. Should the lease agreement be renewed for years 6-10, payment shall not increase past the Consumer Price Index (CPI) without written agreement by both parties.

4. This Lease Agreement is appurtenant to the operation of The Landmark and is

transferrable and assignable to any subsequent owner of The Landmark and otherwise complies with the terms of this Lease Agreement.

5. Lessee agrees to fence the boundaries of the leased premises which contains furnishings, fixtures or equipment associated with the operations of the adjacent business(es) or operations of the building including but not limited to the refuse receptacle(s). All fences or barriers or other such markings shall be approved by the Lessor.

6. Lessee agrees to furnish janitor or cleaning service for said leased premises at Lessee's own expense and shall maintain the premises in a clean and orderly manner.

Lessee shall have the right, at its own cost and expense, to make changes or alterations to the premise, subject to the following conditions:

A. No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the property on the leased premises.

B. Before commencing any change or alteration, the Lessee shall procure municipal approval and deliver to Lessor the plans or specifications of the proposed change or alteration to the premises.

C. No change or alteration shall be undertaken until Lessee shall have procured and paid for all required and applicable municipal and other governmental permits.

D. All alterations, additions or improvements shall become the property of the Lessor.

7. Lessee will not permit any mechanic's or materialman's lien(s) or other lien to be placed upon the leased premises or the building and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the leased premises, or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's, materialman's or other lien against the leased premises. In the event any such lien is attached to the leased premises, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, obtain the release of or otherwise discharge the same. Any amount paid by Lessor for any of the aforesaid purposes shall be paid by Lessee to Lessor on demand as additional rent.

8. Lessee will in all respect comply with the ordinances of the City of Deadwood and the applicable requirements of any other authority.

9. Lessee further agrees that it will use all due care and diligence in guarding said property from damage.

10. Lessee agrees to purchase general liability insurance and premises liability insurance from a reputable insurance company, acceptable to the Lessor in the minimal amounts of **\$2,000,000** per person in any one claim and an aggregate limit of **\$2,000,000** for any number

of persons or claims and for the limits of **\$2,000,000** with respect to damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee. Lessee shall provide certificates of such insurance coverage upon the signing of this Lease together with an endorsement upon said policy naming the Lessor as a named insured and further, said insurance coverage shall include a thirty (30) day notice of cancellation provision with a notification to said insurance company that the notice of cancellation shall also be provided to the Lessor as well as the Lessee.

11. Lessee shall take good care of the property and premises, keep and maintain the same at Lessee's sole expense, in good order and in a clean and sanitary condition, and shall observe and strictly conform to such regulations as to sanitation and fire hazards as may from time to time be established by the Lessor or applicable governmental agencies.

12. Lessor reserves the right from time to time in its own expense to make such improvements, alterations, renovations, changes and repairs in and about the leased premises as Lessor shall deem desirable, but not so as to interfere with Lessee's rights herein.

13. Lessee at the termination of this Lease or any renewal thereof, shall quit and surrender the possession and occupancy of said property and premises to Lessor in good condition. Damage by fire, superior force, inevitable necessity and the act of God alone excepted.

14. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

15. No modifications of this Lease shall be of any force or effect whatsoever unless the same are in writing and duly executed by Lessor and Lessee.

16. Lessee may install such signs as may reasonably be necessary to Lessee's business, provided they shall comply with all local ordinances, rules, approval processes, associated fees, and regulations and are reasonable in size and attractive in appearance.

17. Lessor shall have the right to enter the demised premises at all reasonable times during business hours for the purpose of inspecting same.

18. Should default be made by Lessee in the payment of the rental or in a breach of any of the covenants or conditions contained herein for a period often (10) days after the receipt of written notice from Lessor with respect thereto, or should a petition in bankruptcy be filed by Lessee or should Lessee be adjudged, bankrupt or insolvent by any court or should a trustee or receiver be appointed in any suit or proceeding by or against Lessee, then this Lease shall terminate and Lessor may re-enter said premises without any formal notice or demand and hold and enjoy the same thenceforth as if this Lease Agreement had not been made.

19. All notices required to be given or given under this Lease as to Lessee or Lessor shall be in writing and shall be delivered by certified mail addressed to the Lessee or Lessor, or to such other address as Lessee may direct, in writing.

20. All payments hereunder to be made hereafter by the Lessee to the Lessor shall be made to Lessor at its address.

21. Lessee specifically agrees that he has examined the premises, including the grounds and improvements situated thereon, and that they are at the time this Agreement is signed, in good order and repair, safe, clean, and in a tenable condition. Lessee is leasing the premises "AS IS" *after making said inspection and examination.*

22. Lessor agrees that Lessee, by paying the rent and performing the other terms, covenants and conditions contained herein may peacefully hold and enjoy the leased premises during the lease term.

23. Lessee shall not create or allow any nuisance or illegal act to exist on the leased premises. Lessee shall not make or permit any use of the leased premises which will invalidate any insurance which Lessor may now or hereafter have thereon. Lessee shall not conduct or permit any auction, fire, or bankruptcy sale on the leased premises, nor any special sale or sales other than such as are incident to the normal routine of Lessee's business.

24. In the event Lessee shall hold over the termination of this Lease, either by expiration of the lease term or otherwise, such holding over shall not be construed as a holding over from month to month, or year to year, or term of years or for a periodic term of years or for a periodic term of any kind, but shall be holding over from day to day, wholly at the will of Lessor and the daily rental shall be 100% of the daily rental as determined by dividing the yearly payment by 365 days.

25. This Lease shall be effective on the date as provided for herein and shall be construed in conformity with the laws of the State of South Dakota.

26. This Agreement constitutes the final meeting of the minds between the parties hereto and all prior negotiations had by the parties in reference to all matters herein and this Agreement shall be binding upon the respective parties hereto, their respective heirs, executors, administrators or assigns.

27. Each of the parties hereto by these presents admits the receipt of a full true and complete copy of this Agreement.

Signature Page to follow.

In witness whereof, the parties have hereunto set their signatures this \_\_\_\_\_day of \_\_\_\_\_ 2026.

LESSOR: City of Deadwood

LESSEE: KR Deadwood Sherman  
Street LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

# EXHIBIT A

SHOWING A Parcel of Land Located in Tract 1 of the Miller Street Subdivision, according to Plat Doc.# 2012-5646, more particularly described as:

Commencing at a Corner along the West Line of said Tract 1 and the Southeast Corner The Landmark Tract, according to the Plat Doc.# 2024-04444,

which is common to the Northeast Corner of Lot 11 Block 30 of Original Town of Deadwood,

Thence N 05°26'25" E a distance of 46.93 feet to a point on the East Line of the Landmark Tract and the West Line of Tract 1 of the Miller Street Subdivision Which is the TRUE POINT OF BEGINNING;

thence N 03°43'17" W along the line common to said Landmark Tract and said Tract 1 a distance of 26.99 feet;

thence S 82°41'11" E a distance of 3.64 feet;

thence S 04°01'16" W a distance of 26.53 feet to the point of beginning.

Having an area of 48.2 Square Feet+-.

