MEMORANDUM

TO: Airport Board
FROM: Patrick Dame, C.M., Executive Director
DATE: November 9, 2021
RE: Addendum #1 to Agriculture Lease Agreement with Brook Stromer

Addendum #1 to the Agriculture Lease with Brook Stromer reduces the leasehold property by 10.90 acres. This reduction is due to the Airport’s relocation of the borrow site for the GA Road and RTR Road construction projects to the corner of Airport Road and Terminal Road. This section has been previously leased for pasture. The fence has been relocated and a credit will be issued to Mr. Stromer for the reduction.

STAFF’S RECOMMENDATION: Approve Addendum #1 to Agriculture Lease with Brook Stromer.
ADDENDUM #1
AGRICULTURE LEASE AGREEMENT BETWEEN RAPID CITY REGIONAL AIRPORT BOARD AND BROOK STROMER

The Rapid City Regional Airport Board (Lessor) and Brook Stromer (Lessee) entered into an Airport Pasture Lease Agreement to pasture livestock on December 19, 2017, (Agreement). The Parties agree that the Agreement remains in full force and effect, except as specifically modified by this Addendum.

WHEREAS, the Agreement allows the Lessor to take any portion of the leased area for purposes of expansion or construction of airport facilities; and

WHEREAS, Lessor has identified an area of the leased space as needed for an Airport expansion project; and

WHEREAS, the Parties desire to release the identified acreage of the leased space from the Agreement.

NOW THEREFORE, be it agreed by the Parties as follows:

The Parties agree that the Lessee’s leasehold is hereby reduced by 10.90 acres and release said acreage from the Agreement. The Parties further agree that the total leasehold contains 33.0 acres of area as indicated on Exhibit A, Rapid City Regional Airport Agricultural Land Use Plan, attached and incorporated herein by reference. As of the date of this Addendum, the annual rent for the area has been paid in full for 2021. Based on the reduced acreage at a lease rate of $25.06 per acre, Lessor will issue a refund to Lessee in the amount of $45.53 for the months of November and December 2021.

The effective date of this Addendum is November 1, 2021. All other terms of the Agreement shall remain the same and continue in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Addendum this 9th day of November, 2021.

RAPID CITY REGIONAL AIRPORT BOARD

ATTEST: Rod Pettigrew, Board President

Shawn Gab, Secretary

BROOK STROMER

Brook Stromer, Lessee
# Airport Property Data Table

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**Remarks:**
- Pasture Land
- Access Road
- Hayland

**LEASE TERM YEARLY RATE:**
- JAN 1, 2018 - DEC 31, 2022 $1,211.58
- JAN 1, 2018 - DEC 31, 2022 $547.66
- JAN 1, 2018 - DEC 31, 2022 $842.06
- JAN 1, 2018 - DEC 31, 2022 $826.98
- JAN 1, 2018 - DEC 31, 2022 $1,856.25
- JAN 1, 2018 - DEC 31, 2022 $3,947.94
- JULY 9, 2019 - DEC 31, 2022 $1,252.25
- JUNE 11, 2019 - DEC 31, 2022 $1,252.25

**Legend:**
- Existing Property
- Existing Easement
- Tract Number
- Land Area

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**Exhibit A**

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**Legal and Hunt, Inc.**

1760 Centre Street - Suite 4
Rapid City, SD 57703
phone: 605.610.2938

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**Scale:**

1000 feet

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