

**LEASE AGREEMENT BETWEEN CITY OF RAPID CITY
AND NEXSTAR MEDIA INC.**

For and in consideration of the mutual promises and agreements contained herein, the **CITY OF RAPID CITY** ("the City"), a South Dakota municipal corporation, of 300 Sixth Street, Rapid City agrees to allow **Nexstar Media Inc.** ("Lessee"), a Delaware corporation, with offices at 501 South Phillips Avenue, Sioux Falls, South Dakota 57104, and qualified to do business in the State of South Dakota, to use a specified area for purposes of an anchor point for Lessee's telecommunications tower.

1. **Consideration.** The City hereby allows Lessee the use of the below-described premises ("Premises") for the sum of One Thousand Dollars (\$1,000.00) per year. Said sum is payable to the City of Rapid City upon execution of this lease and on or before the first day of March of each succeeding year.
2. **Term and Renewal.** The term of this Agreement is from September 1, 2022 ("Effective Date") to September 1, 2027. At the end of the initial term, the Agreement shall automatically renew for additional five-year terms unless either party delivers written notice of cancellation to the other on or before October 1st of the year preceding the end of the then current term.
3. **Premises.** The Premises agreed for use by the City to Lessee are legally described as follows:

A 12' x 12' portion of Tract B of Tract S, Section 02, Township 1N, Range 07E, located in Skyline Wilderness Area, Rapid City, Pennington County, South Dakota.

See Attachment A (map with boundaries of the Premises clearly distinguished).

4. **Use of Premises by Lessee.** The parties understand and acknowledge that the Lessee has constructed a concrete pad, placed an anchor and guy wires between Premises and Lessee's telecommunications tower on the west side of Skyline Drive as shown on Attachment A and listed under ASR # _____ (the "Tower"). City agrees to permit Lessee 24/7 access to said Premises from Skyline Drive in order to maintain, repair and replace said concrete pad, anchor, and guy wires. Lessee agrees to repair any and all surface damage caused by the maintenance of said facilities. The Lessee agrees to use and occupy the leased Premises for the purposes of an anchor and guy wires for the Tower only, and for no other reason. Lessee further agrees to comply with all laws, ordinances, regulations, and rulings of federal, state, county, municipal authorities, and agrees that it will not conduct any unlawful business on the Premises.
5. **Use of Premises by City.** Lessee agrees that the City may use the area around which the Lessee's concrete pad, anchor, and guy wires are located for the public purpose of hiking and biking as associated with the use of the Skyline Wilderness Area.

6. **Contacts.** Anything required by the Agreement to be delivered to Lessee in writing shall be delivered to the following contact for Lessee : Mari Ossenfort, Vice President and General Manager, 501 South Phillips Avenue, Sioux Falls, SD 57104. Lessee has a continuing obligation to ensure that the Rapid City Director of Parks and Recreation (“Director”) has accurate contact information for Lessee and to notify the Director of any changes to the contact information herein.

Unless otherwise specified in this Agreement, the contact for the City will be: Director of Parks and Recreation, 515 West Boulevard, Rapid City SD 57701, (605) 394-4175.

7. **Changes to the Premises.** No construction or installation of any improvements to the Premises shall occur until the Director of Parks and Recreation or his/her designee has given written approval to the proposed construction. Lessee shall promptly notify the Director of its intentions to construct or install any improvements upon the Premises, and Lessee agrees that it will not perform any such construction unless and until it receives written approval from the Director, which shall not be unreasonably withheld. Under no circumstances may Lessee construct an enclosed structure on the Premises that prevents part or all of the premises from use for outdoor public recreation. Upon written approval of the plans by the Director of Parks and Recreation or his/her designee, Lessee may construct customarily incidental improvements to the Premises. Any construction or installation of any improvements shall be in conformity with the Rapid City Municipal Code.
8. **Assignment.** This Agreement shall not be assigned by Lessee except on written consent and approval of the City, which shall not be unreasonably withheld. The fee(s) or payment(s) charged by Lessee for any assignment shall be limited in value to the cost to Lessee for utilities and maintenance, as applicable, of the Premises.

Requests for City approval of an assignment of this Agreement shall be submitted to the Director of Parks and Recreation no less than sixty (60) days before the assignment is intended to be effective. All such requests for approval shall include a copy of the proposed assignment and all relevant information, including any payment made as part of the proposed assignment. The City reserves the right to withhold consent for any such assignment, or to negotiate further with Lessee and with intended assignee with regard to rights to the Premises, or to enter into a separate agreement with assignee and/or Lessee with regard to the intended assignment of all or a portion of the Premises.

Notwithstanding the provisions referenced above, Lessee may assign its rights or obligation to an entity acquiring all, or substantially all of Lessee’s assets without obtaining the consent of the Lessee.

9. **Expense.** The City shall assume no expense as a result of this Agreement or any of the operations of Lessee. Unless otherwise agreed to by the City, Lessee agrees to provide all funds and resources for use and maintenance of the Premises discussed in this Agreement. All costs expected and unexpected will be paid by Lessee unless other arrangements are made with the City. If Lessee makes any improvements to the Premises that are paid for with public funds, Lessee shall comply with applicable bid laws.

10. **Termination of Agreement.** The City reserves the right to periodically review the performance of Lessee to evaluate compliance with the terms of this Agreement. Either party may terminate the Agreement for breach of this Agreement upon thirty (30) days written notice to the breaching party. If the breaching party does not cure the breach prior to the date of termination, then the other party may terminate the Agreement. If the breaching party attempts to diligently cure the breach, to the extent the breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate, but is under no obligation to do so.

If Lessee shall dissolve, become insolvent or otherwise unable to fulfill the terms of this Agreement, or abandon the use of the Premises, this Agreement shall terminate and Lessee shall have no further rights hereunder. Discontinuation of use of all or part of the Premises for maintenance, repair or rehabilitation purposes of the Premises shall not be deemed abandonment.

11. **Liability.** Lessee agrees that the City shall be held harmless from any and all liability arising from any operation or use under this Agreement of the described Premises by Lessee or its agents or employees or any other person using the Premises. Lessee further agrees to indemnify and defend the City against any and all claims arising from the operation or use under this Agreement of the described Premises by it and its agents, employees, assignees, invitees or any other person using the Premises except to the extent caused by the gross negligence or willful misconduct of the City. The parties agree that Lessee may enter into separate agreements with other users of the Premises to hold harmless Lessee and its directors, members, employees, and agents from claims arising from the use of others as discussed in this Agreement.

Lessee agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence of injury or damage and an aggregate limit of not less than Two Million Dollars (\$2,000,000). The City shall be named an additional insured in said policy or policies and the Lessee shall annually furnish to the City evidence of insurance by a certificate of insurance of required coverage. The parties agree that the City may adjust these insurance requirements on an annual basis and will provide written notice to Lessee of any additional requirements for insurance required by this Section.

12. **City Authority.** All matters pertaining to the terms of this Agreement shall be subject to the powers of the City Council and its designated authorized agents consistent with the laws of the State of South Dakota. The City Council appoints and delegates the Director of Parks and Recreation as the primary contact point for the City with Lessee in administering and fulfilling the terms of this Agreement.

13. **Relationship between the Parties.** This Agreement does not create any employee/employer relationship between the City of Rapid City and Lessee, its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between Lessee and the City, and no agent of Lessee shall be the agent of the City. Lessee covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

14. **Integration.** The parties agree that this Agreement, along with any attachments, constitute the entire understanding between the parties and supersedes all prior negotiations, agreements, and understandings, whether oral, or written.
15. **Savings Clause.** Should any portions of this Agreement be declared void, the remainder of the Agreement shall remain in full force and effect.
16. **Governing Law and Venue.** This Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal the laws of the State of South Dakota, including its statutes of limitations. Venue shall be in the Circuit Court for the Seventh Judicial Circuit, County of Pennington, State of South Dakota. The parties hereto agree and acknowledge that this Agreement may be enforced at law or in equity.
17. **Waivers.** The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. **Amendments.** This Agreement may only be amended by a written document duly executed by both parties.
19. **Headings.** The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of any provision.

Dated this _____ day of _____, 2022

CITY OF RAPID CITY

Steve Allender, Mayor

ATTEST:

_____, Finance Director

(SEAL)

State of South Dakota)

ss.

County of Pennington)

On this the _____ day of _____, 2022, before me, the undersigned officer, personally appeared Steve Allender and _____, who acknowledged themselves to be the Mayor and Finance Director, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Director.

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

Notary Public, South Dakota
My Commission Expires: _____

(SEAL)

Dated this 7 day of December, 2022.

Nexstar Media Inc.

By: [Signature]

Printed Name: Mari Ossenfort

Its: Vice President + General Manager

State of South Dakota)

ss.

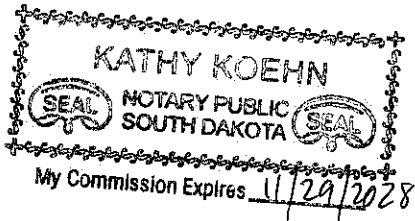
County of Minnehaha)

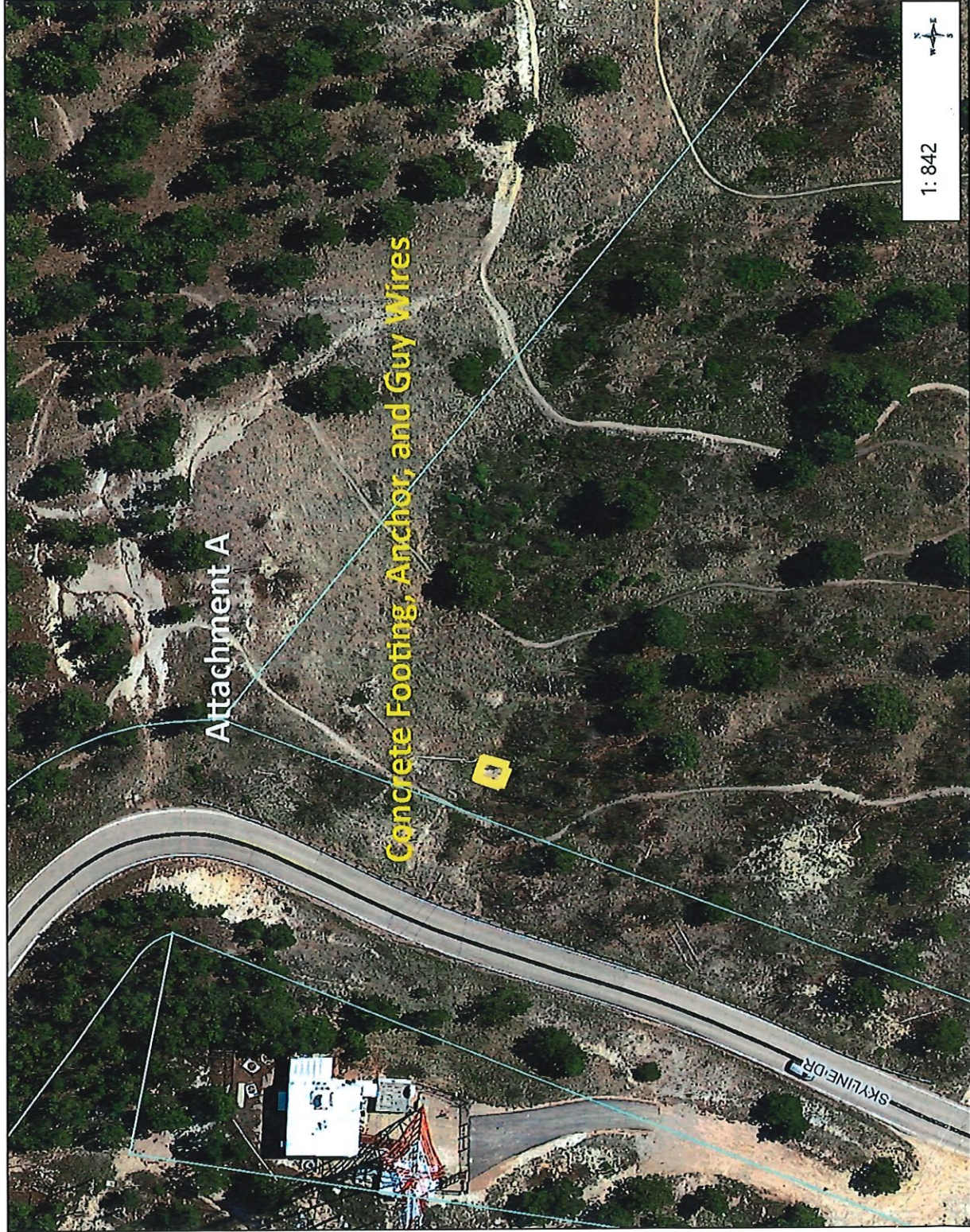
On this the 7th day of December, 2022, before me, the undersigned officer, personally appeared Mari Ossenfort, who acknowledged himself/herself to be the VP/GM of Nexstar and that he/she, as such Approves VP/GM, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

[Signature]
Notary Public, South Dakota
My Commission Expires: 11/29/2028

(SEAL)





140.4 70.19 140.4 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_StatePlane_South_Dakota_South_FIPS_4002_Feet
 © City of Rapid City GIS

Legend

- Permit Buffer
- Roads**
- Interstate
- US highway
- SD highway
- County highway
- Main road
- Minor arterial
- Collector
- Ramp
- Paved road
- Unpaved road
- Trail
- Driveway
- Alley
- Unimproved road
- Airport Runway
- Not yet coded
- Section Lines 0-25k
- Tax Parcels
- Lot Lines**
- <Null>
- Lot Line
- Parcel Line

Map Notes: