

Tuscany Square Description of Request:

We request reduced parking requirements for all of Tuscany Square. We have secured an off-site parking lease until November 1, 2016 for 58 parking spots for Headlines Academy. We would also like to request that our tenant mix can include salon service tenants throughout our property. Below is our observations of adequate parking at our development

Date	Time	Parking Spots Available
11/28/2012	9:46 AM	62
11/28/2012	2:57 PM	57
11/29/2012	3:17 PM	61
11/30/2012	10:53 AM	56
11/30/2012	2:56 PM	56
12/10/2012	7:24 AM	61
12/12/2012	3:32 PM	57**

**Headlines Academy was holding their 17th Annual "Cut-A-Thon"
\$1.99 Haircuts with a can of food/Their largest event and most parking intensive
This is a once a year event

PARKING SPACE LEASE AGREEMENT

PARTIES:

THIS AGREEMENT, effective November 1, 2013 between Headlines Academy, of 333 Omaha Street, Suite #6 Rapid City, South Dakota, 57701, hereinafter referred to as Lessee, and the Black Hills Federal Credit Union of 225 Main Street, P.O. Box 1420, Rapid City, South Dakota 57709-1420, hereinafter referred to as Lessor.

PURPOSE:

In consideration of the mutual agreements and covenants set forth herein Lessor agrees to lease to the Lessee the real property described below to use for parking purposes.

PROPERTY:

The property upon which the parking spaces are located is described as follows:

Lots Twenty (20) through Thirty (30) of Block Seventy-Eight (78) of the Original Townsite of the City of Rapid City, Pennington County, South Dakota.

PARKING SPACES PROVIDED:

Lessor shall provide to Lessee the use of Fifty-Eight (58) parking spaces on the above described property. The Lessee shall be responsible for: obtaining the necessary permits from the City of Rapid City; the cost and installation of lot striping and of signage deemed necessary by the Lessee; monitoring the use of the property; the safety of the Lessee's employees that use the property; and snow removal from the above described property.

TERM OF LEASE:

The term of this lease shall be for a period of three (3) years, beginning in the November 1, 2013. Thereafter, the lease is reviewed and renewable for one-year terms. During the renewal period, the lease may be terminated by the Lessor with thirty (30) days notice to the Lessee. The Lessee must pay any subsequent lease payments on or before the first day of the month.

LEASE PAYMENTS:

The Lessee shall pay as rent to Lessor the sum of Twenty Five Dollars (\$25.00) per month, per parking space, for a total sum of One Thousand Four Hundred Fifty dollars (\$1450.00) per month, with the first payment due on or before the first day of the month and continuing to be due on or before the first day of each month thereafter. If Lessor does not receive payment on or before the first day of the month, this lease shall terminate and if Lessee's vehicles are in the parking area, the vehicles may be towed by Lessor at Lessee's expense.

ASSIGNMENT OF LEASE:

It is agreed that this lease may not be assigned, transferred, sublet or be permitted to be used by another without the prior written consent of the Lessor and without this entire lease being renegotiated.

USE OF PARKING SPACES:

No vehicle shall remain parked in the parking space more than twenty-four (24) consecutive hours. The parking space may not be used for the storage of any vehicle.

Only personal vehicles may be parked in the parking space. No heavy equipment or large vehicle of a sufficient weight to damage the parking surface may be allowed onto the parking surface. Lessee shall be responsible for and shall reimburse Lessor for any and all costs or expenses incurred by Lessor as a result of any damage caused to the parking surface by Lessee or anyone authorized by Lessee to enter on the parking surface.

Lessee agrees not to commit nor permit any waste or nuisance on the leased area nor allow any illegal or offensive use thereof. Lessee agrees to comply with all federal laws, state laws and county and city ordinances and any and all applicable regulations in the conduct and use of the leased premises.

HOLD HARMLESS:

The Lessee agrees to hold harmless and indemnify Black Hills Federal Credit Union, its officers, agents, employees, and members, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of leasing this property. This section does not require the Lessee to be responsible for, or defend against, claims or damages arising solely from acts or omissions of Black Hills Federal Credit Union, its officers, agents, employees or members.

BLACK HILLS FEDERAL CREDIT UNION
LESSOR

BY: [Signature]

ITS: Vice President of Operations

DATE: 12/7/12

HEADLINES ACADEMY
LESSEE

BY: [Signature: Peggy Swat]

ITS: President

DATE: 12/5/12

BLACK HILLS FEDERAL CREDIT UNION

BY: [Signature]
Jerry Schmidt, Vice President of Operations

STATE OF SOUTH DAKOTA,)
)ss. ACKNOWLEDGEMENT
County of Pennington)

On this the 7 day of December, 2012, before me the undersigned officer, personally appeared Jerry Schmidt, who acknowledged himself to be the Vice President of Operations of Black Hills Federal Credit Union, a federal credit union, and that he, as such Vice President of Operations, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the federal credit union by himself as Vice President of Operations.

In witness whereof I hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC - SOUTH DAKOTA

My Commission Exp: My Commission Expires November 5, 2015



HEADLINES ACADEMY

BY: [Signature]

STATE OF SOUTH DAKOTA,)
)ss. ACKNOWLEDGEMENT
County of Pennington)

On this the 5 day of December, 2012, before me personally appeared [Signature], d/b/a/ HEADLINES ACADEMY, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same of his own free act and deed.

[Signature]
NOTARY PUBLIC - SOUTH DAKOTA

My Commission Exp: My Commission Expires November 5, 2015

