



418 Sixth Street
Brookings, SD 57006
PH: 605-696-0100
BrookingsCountyTitleCo.com

Pre-Auction Report

Effective Date: January 7, 2025

Owner: CKS Partners, LLC, a South Dakota Limited Liability Company

Legal Description:

Lots One (1), Two (2), Three (3) and Four (4) of CKS Partners Second Addition in the Southwest Quarter (SW¼) of Section Twenty-nine (29), Township One Hundred Ten (110), Range Forty-nine (49), West of the 5th P.M, Brookings County, South Dakota

EXCEPTIONS:

1. **Real Estate Taxes for 2024 payable in 2025 as shown below, Real Estate Taxes for all subsequent years, and any Special Assessments hereafter levied. (1st installment due April 30 & 2nd installment due October 31)**

Parcel/Record No. 04061-11049-293-01: 1st ½: \$858.93 unpaid; 2nd ½: \$858.93 unpaid (Lot 1)

Parcel/Record No. 04061-11049-293-02: 1st ½: \$507.81 unpaid; 2nd ½: \$507.81 unpaid (Lot 2)

Parcel/Record No. 04061-11049-293-03: 1st ½: \$32.50 unpaid; 2nd ½: \$0.00 unpaid (Lot 3)

Parcel/Record No. 04061-11049-293-04: 1st ½: \$67.32 unpaid; 2nd ½: \$67.32 unpaid (Lot 4)

2. **Plat recorded December 20, 2022 in Book 40 of Plats, page 81**
3. **Right to Farm Covenant. Dated December 5, 2022 and recorded December 20, 2022 in Book 192 of Miscellaneous, Page 2161 (lots 1 & 2)**
4. **Utility Easement City of Brookings, CKS Partners, LLC. Dated December 21, 2022 and recorded December 28, 2022 in Book 192 of Miscellaneous, Page 2181 (LOT 2)**
5. **Memorandum of Agreement. CKS Partners, LLC and Skyway Towers, LLC, dated April 11, 2023 and recorded April 21, 2023 in Book 193 of Miscellaneous, Page 529 (Lot 3)**
6. **Memorandum of Agreement. CKS Partners, LLC and Skyway Towers, LLC, dated June 20, 2023 and recorded July 10, 2023 in Book 193 of Miscellaneous, Page 947 (Lot 3)**

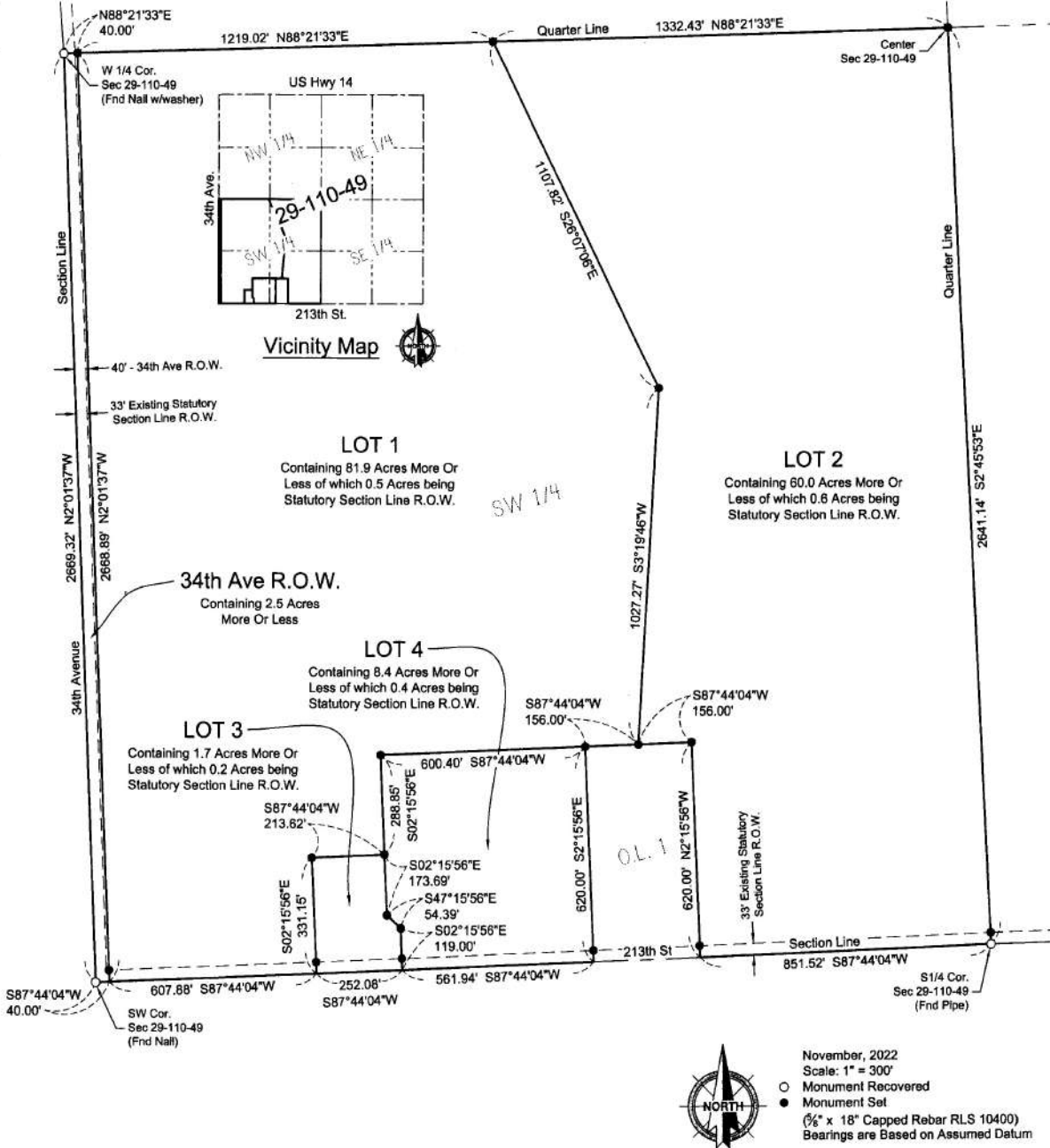


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- 7. Appropriation of Ground Water. Dated September 29, 1976 and recorded August 29, 1985 in Book 108 of Miscellaneous, Page 169**
- 8. Right of Way Easement. Dated May 21, 1990 and recorded May 24, 1990 in Book 120 of Miscellaneous, Page 74**
- 9. Right of Way Easement. Dated July 2, 2014 and recorded July 28, 2014 in Book 184 of Miscellaneous, Page 1425**
- 10. Right of Way Easement. Dated July 9, 2014 and recorded February 12, 2015 in Book 185 of Miscellaneous, Page 276**

PLAT OF

LOTS 1, 2, 3 AND 4 OF CKS PARTNERS SECOND ADDITION; AND 34TH AVE R.O.W., ALL IN THE SW 1/4 OF SECTION 29, T110N, R49W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA.



SURVEYOR'S CERTIFICATE

I, Andrew E. Kangas, a Registered Land Surveyor of the State of South Dakota, do hereby certify that on or before the 3rd day of November, 2022 and at the request of the owner of the real property hereinafter described, surveyed and platted a portion of the SW 1/4 of Section 29, Township 110 North, Range 49 West of the 5th P.M. Brookings County, South Dakota, as shown on the plat, and marked upon the ground boundaries thereof in the manner shown on the plat, and that the attached plat is a true and correct representation of said survey and that the parcel of land so platted contains: "LOTS 1, 2, 3 AND 4 OF CKS PARTNERS SECOND ADDITION; AND 34TH AVE R.O.W., ALL IN THE SW 1/4 OF SECTION 29, T110N, R49W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA".

IN WITNESS WHEREOF, I have executed this Surveyor's Certificate this 3rd day of November, 2022.

Prepared By:
CIVIL DESIGN INC
 Civil Engineers & Land Surveyors
 Brookings, South Dakota
 Ph. 605-696-3200

STATE OF SOUTH DAKOTA
 Brookings County

P Document #FB299478
 Filed for Record on 12/20/2022 at 3:30 PM
 and Recorded in Book PL40 Pg 81
 Recording Fee: \$60.00 Page: 1 of 2



Seamus Chapman, Register of Deeds

OWNER'S CERTIFICATE

I, Chad Borchard, Authorized Representative of CKS Partners, a Limited Liability Company, owners of the tracts of land shown in the foregoing plat, hereby certify that I do authorize and do join in, and approve the above survey and plat, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulation. Any land shown in the above plat and designated as a street, road, alley, park or public ground is hereby dedicated to public land use as such forever, but such dedication shall not be construed to be a donation of the fee of such land.

The portion so platted shall hereafter be designated as "LOTS 1, 2, 3 AND 4 OF CKS PARTNERS SECOND ADDITION; AND 34TH AVE R.O.W., ALL IN THE SW 1/4 OF SECTION 29, T110N, R49W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA".

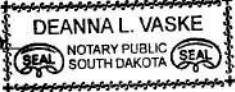
IN WITNESS WHEREOF, We have executed this Owner's Certificate this 7th day of Nov., 2022

Chad Borchard
Chad Borchard (Authorized Representative)

STATE OF South Dakota)
COUNTY OF Brookings) SS

On this 7th day of November, 2022, before me, the undersigned Notary Public within and for the State and County aforesaid, personally appeared Chad Borchard, who acknowledge himself to be Authorized Representative of CKS Partners, a Limited Liability Company, and that he, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company himself as Authorized Representative.

Deanna L. Vaske
NOTARY PUBLIC
My commission expires: 1-2-27



RESOLUTION NO. 22-61

It was moved by Mark Krogerman, seconded by Jensen, motion carried, the "LOTS 1, 2, 3 AND 4 OF CKS PARTNERS SECOND ADDITION; AND 34TH AVE R.O.W., ALL IN THE SW 1/4 OF SECTION 29, T110N, R49W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA", as described above and hereon be approved and accepted and the Chairman is hereby instructed to endorse on such plat.

Dated this 20th day of December, 2022.

Mark Krogerman
CHAIRMAN, BROOKINGS COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Janin Bell
FINANCE OFFICER
BROOKINGS COUNTY, SOUTH DAKOTA



CERTIFICATE OF HIGHWAY AUTHORITY

I, Paul Briseno City Manager, acting for City of Brookings acting for the City of Brookings, hereby approve access as shown on the attached plat to the abutting public street, subject to applicable laws, ordinances and permit requirements.

Paul Briseno
HIGHWAY AUTHORITY

CERTIFICATE OF HIGHWAY AUTHORITY

I, Mark Joreby Chairman, acting for Aurora Township, hereby approve access as shown on the attached plat to the abutting public highways, subject to applicable laws, ordinances and permit requirements.

Mark Joreby
HIGHWAY AUTHORITY

CERTIFICATE OF COUNTY PLANNING COMMISSION

Approved by the Brookings County Planning Commission on the 6 day of December, 2022.

Mark Krogerman
CHAIRMAN, BROOKINGS COUNTY PLANNING COMMISSION

COUNTY FINANCE CERTIFICATE

I, Finance Officer of Brookings County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above (and the foregoing) plats, as shown by the records of my office, have been fully paid.

Dated this 30th day of November, 2022.

Christine Kretsch
FINANCE OFFICER
BROOKINGS COUNTY, SOUTH DAKOTA



DIRECTOR OF EQUALIZATION

I, Director of Equalization of Brookings County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

Dated this 29th day of November, 2022.

Josh Bell
DIRECTOR OF EQUALIZATION
BROOKINGS COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS) SS

Filed for record this 20th day of December, 2022, at 3:30 o'clock P. M., and recorded in Book 40, of Plats on page 81

Lawrence Deaton
REGISTER OF DEEDS
BROOKINGS COUNTY, SOUTH DAKOTA



299470



Prepared By:
CIVIL DESIGN INC
Civil Engineers & Land Surveyors
Brookings, South Dakota
Ph. 605-696-3200

Prepared by Brookings County Zoning Office
520 3rd St, Suite 200
Brookings, SD 57006



STATE OF SOUTH DAKOTA
Brookings County

FRMC Document #FB299479
Filed for Record on **12/20/2022 at 3:30 PM**
and Recorded in **Book MI192 Pg 2161**
Recording Fee: \$30.00 Page: 1 of 1

Debra Hagma Register of Deeds
By _____ Deputy

RIGHT TO FARM NOTICE COVENANT

You are hereby notified that the property you are constructing a new residence, stick-built, modular or manufactured, or modifying an existing residence, described in the Legal Description below, that is in or near agricultural land, agricultural operations or agricultural processing facilities or operations. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facility operations. Agricultural operations may include, but are not limited to, the following: the cultivation, harvesting, and storage of crops; livestock production; ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State, and County laws. Discomforts and inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents, and/or the operation of machinery (including aircraft) during a 24-hour period. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomforts as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. You are also notified that there is the potential for agricultural or agricultural processing operations to expand. This notification shall extend to all landowners, their heirs and successors or assigns.

Legal Description: _____
lots 1 + 2 of CKS PARTNERS
2nd Addition ELL in the SW 1/4 of
Section 29, T110N, R49W of 5th P.M.
Brookings County, South Dakota.

IN WITNESS WHEREOF, the Grantors have executed this instrument on December 5, 2022.

Chad Borchard _____
Signature, Grantor
CKS PARTNERS - Authorized Representative
CHAD BORCHARD
Print, Grantor

Signature, Grantor

Print Grantor

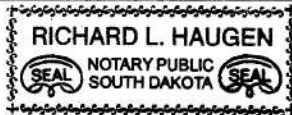
STATE OF SOUTH DAKOTA
SS:
COUNTY OF BROOKINGS

This instrument was acknowledged before me on December 5, 2022 by

CHAD BORCHARD, CKS Partners Authorized Representative
(Grantors).

Richard L. Haugen Notary Public

My Commission Expires: October 6, 2024



299530

This document prepared by:
Brookings Municipal Utilities
525 Western Ave, P.O. Box 588
Brookings, SD 57006-0588



STATE OF SOUTH DAKOTA
Brookings County

Document #FB299530
Filed for Record on 12/28/2022 at 2:30 PM
and Recorded in Book MI192 Pg 2181
Recording Fee: \$30.00 Page: 1 of 3

Lewny Chapman Register of Deeds
By _____ Deputy

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CKS PARTNERS, LLC., Representative CHAD BORCHARD (hereinafter "GRANTORS"), owners of the real estate described herein, for good and valuable consideration, including a related agreement containing obligations of the Grantee, do hereby grant to the CITY OF BROOKINGS, South Dakota, by and through its Municipal Utility Board (hereinafter "CITY"), its successors and assigns, an easement including the right, privilege and authority to construct, operate, maintain, replace and install utilities across and under the following described real estate now owned by GRANTORS in the County of Brookings, State of South Dakota:

Lot 2 of the CKS Partners Second Addition in the Southwest Quarter (SW¹/₄), of Section Twenty Nine (29), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota,

The exact location and dimensions of the easement granted hereby are shown on the attached Exhibit "A".

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The easement granted herein shall include a thirty foot (30') by thirty foot (30') permanent easement, and an additional seventy foot (70') temporary construction easement paralleling the west and south sides of the permanent easement, for a total of a 100' by 100' area, collectively hereinafter called the "EASEMENT AREA".
2. The right to use the EASEMENT AREA shall belong to the CITY and its agents, employees, contractors, and successors and assigns throughout the construction of a new 16" raw water main and related appurtenances. Upon completion of construction, the permanent 30' by 30' easement area shall remain.
3. This Easement is conditioned upon City's performance of the related Agreement for Grant of Easement, the obligations of which shall survive the execution and recording of this Easement.

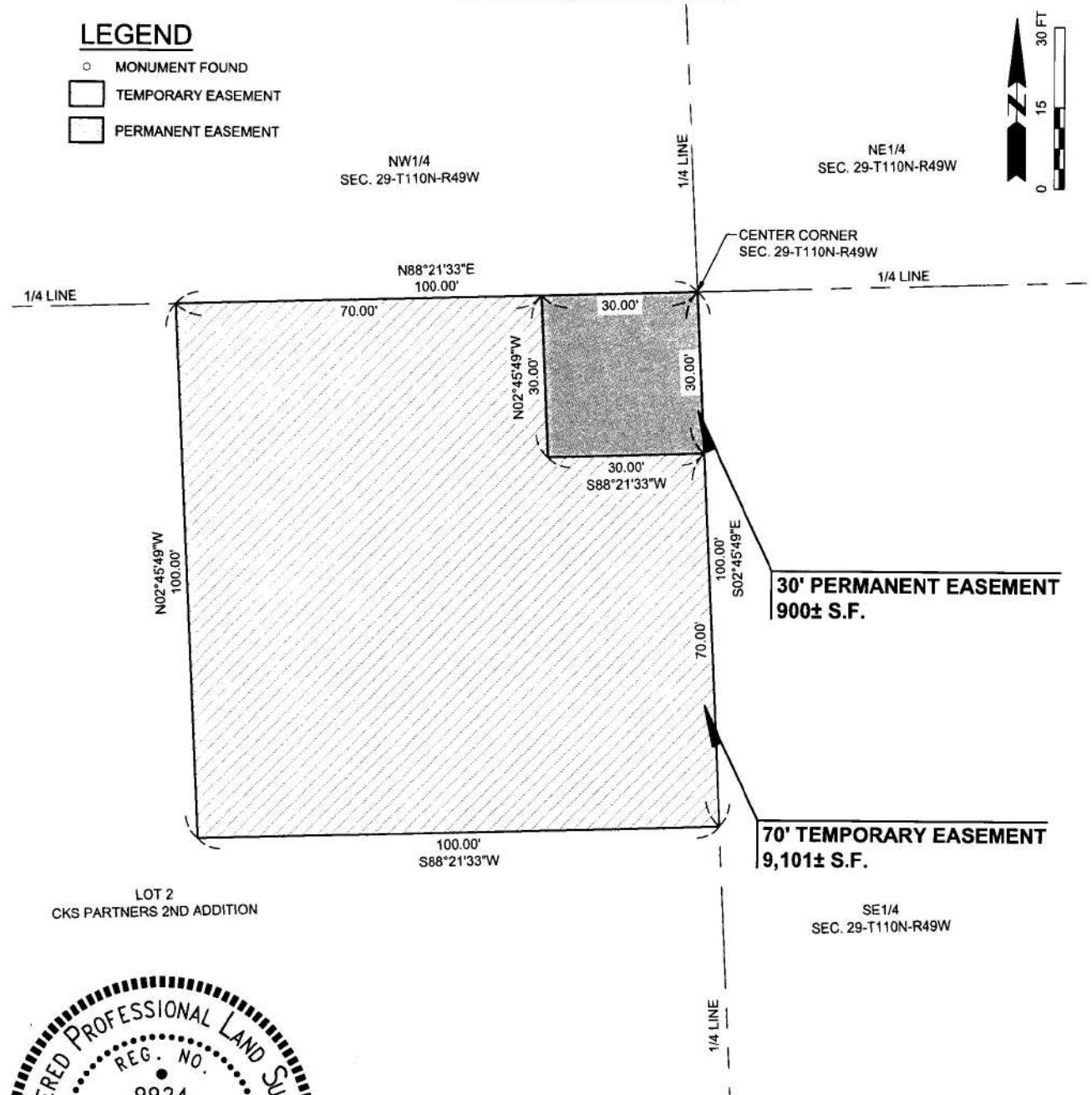
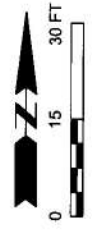
PARCEL 1

EXHIBIT A

IN LOT 2 OF CKS PARTNERS SECOND ADDITION, IN THE SW1/4 OF SECTION 29, T110N, R49W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA

LEGEND

- MONUMENT FOUND
- TEMPORARY EASEMENT
- ▨ PERMANENT EASEMENT



LOT 2
CKS PARTNERS 2ND ADDITION

30' PERMANENT EASEMENT
900± S.F.

70' TEMPORARY EASEMENT
9,101± S.F.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY LICENSED LAND SURVEYOR UNDER THE LAW OF THE STATE OF SOUTH DAKOTA.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 21st DAY OF DECEMBER, 2022.

Nathan W. Nielson
 Nathan W. Nielson
 REGISTERED LAND SURVEYOR NO. 9924

F:\23626-00\Design Phase\CADD\Sheet File\Easements\Easement - CKS Partners Property.dwg;12/21/2022 4:39 PM

PROJECT / SHEET TITLE :



EASEMENT EXHIBIT A
LANDOWNER: CKS PARTNERS, LLC.

BROOKINGS, SOUTH DAKOTA

TECHNICIAN:	AJB
DESIGNER:	NWN
ENG/ARCH:	NWN
JOB NO.:	23626-05
DATE:	SEPTEMBER 2022

SHEET NO. :

1 OF 1

300691

Prepared by and Return to:
Skyway Towers, LLC
3637 Madaca Lane
Tampa, FL 33618
Attn: Property Management
(813) 960-6200



STATE OF SOUTH DAKOTA
Brookings County

MEMLA Document #FB300691
Filed for Record on **4/21/2023 at 11:50 AM**
and Recorded in **Book MI193 Pg 529**

Recording Fee: \$30.00 Page: 1 of 5

State: South Dakota
County: Brookings
Parcel ID: 040001104929320

Serey Chapman Register of Deeds
By *Hammy Larson* Deputy

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 11th day of April, 2023, by and between CKS Partners, LLC, a South Dakota limited liability company, with a mailing address of P.O. Box 361, Warner, South Dakota 57479 (hereinafter referred to as "**Landlord**") and Skyway Towers, LLC, a Delaware limited liability company, having a mailing address of 3637 Madaca Lane, Tampa, Florida 33618 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 11th day of April, 2023, for the purpose of installing, operating, and maintaining a Communications Tower Facility and other improvements. The property is more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Property**"). All of the foregoing is set forth in the Agreement.
2. The initial term will be five (5) years ("**Initial Term**") commencing on the Commencement Date, with ten (10) successive five (5) year renewal options.
3. In the event Landlord receives a bona fide written offer to sell, assign or transfer Landlord's rights to receive rents under the terms of the Agreement (the "**Rental Stream Offer**"), Tenant retains a right of first refusal to match the Rental Stream Offer.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed.
5. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control.

6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

"LANDLORD"

CKS Partners, LLC, a South Dakota limited liability company

Witness: Hanna Robinson
Print Name: Hanna Robinson

By: Chad Borchard
Print Name: Chad Borchard
Its: AUTHORIZED REPRESENTATIVE
Date: 4-6-23

LANDLORD ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
COUNTY OF Brookings) ss:

I CERTIFY that on 6th April, 2023, Chad Borchard personally came before me and acknowledged under oath to my satisfaction, that he/she/they:

- (a) is the authorized representative [title] of CKS Partners, LLC, the limited liability company named in the attached instrument;
- (b) is authorized to execute this instrument on behalf of the limited liability company; and
- (c) executed the instrument as the act of the limited liability company.

[Affix Notary Seal]



Stephanie Reicks
Notary Public, State of South Dakota
Print Name: Stephanie Reicks
My Commission Expires: 4/18/27

[TENANT ACKNOWLEDGMENT AND SIGNATURE FOLLOW ON NEXT PAGE]

"TENANT"

Skyway Towers, LLC,
a Delaware limited liability company

Witness: [Signature]
Print Name: STEPHEN ARUZ

By: [Signature]
Print Name: Scott M. Behuniak
Its: President / COO
Date: 4/11/23

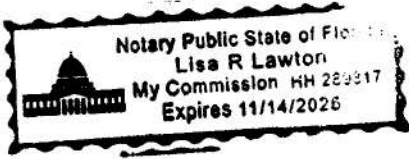
TENANT ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of April, 2023, by Scott M. Behuniak, as President / COO of Skyway Towers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known.

[Affix notary seal]

[Signature]
Notary Public State of Florida
Print Name: Lisa R. Lawton
My Commission Expires: 11-14-2026



**EXHIBIT 1
DESCRIPTION OF THE PROPERTY**

The Property is located near the intersection of 34th Avenue and 213th Street, in the City of Brookings, in the County of Brookings, State of South Dakota 57006, and described as follows:

LEGAL DESCRIPTION:

Lot 3 of CKS Partners Second Addition; and 34th Ave R.O.W., all in the SW ¼ of Section 29, T110N, R49W of the 5th P.M., Brookings County, South Dakota

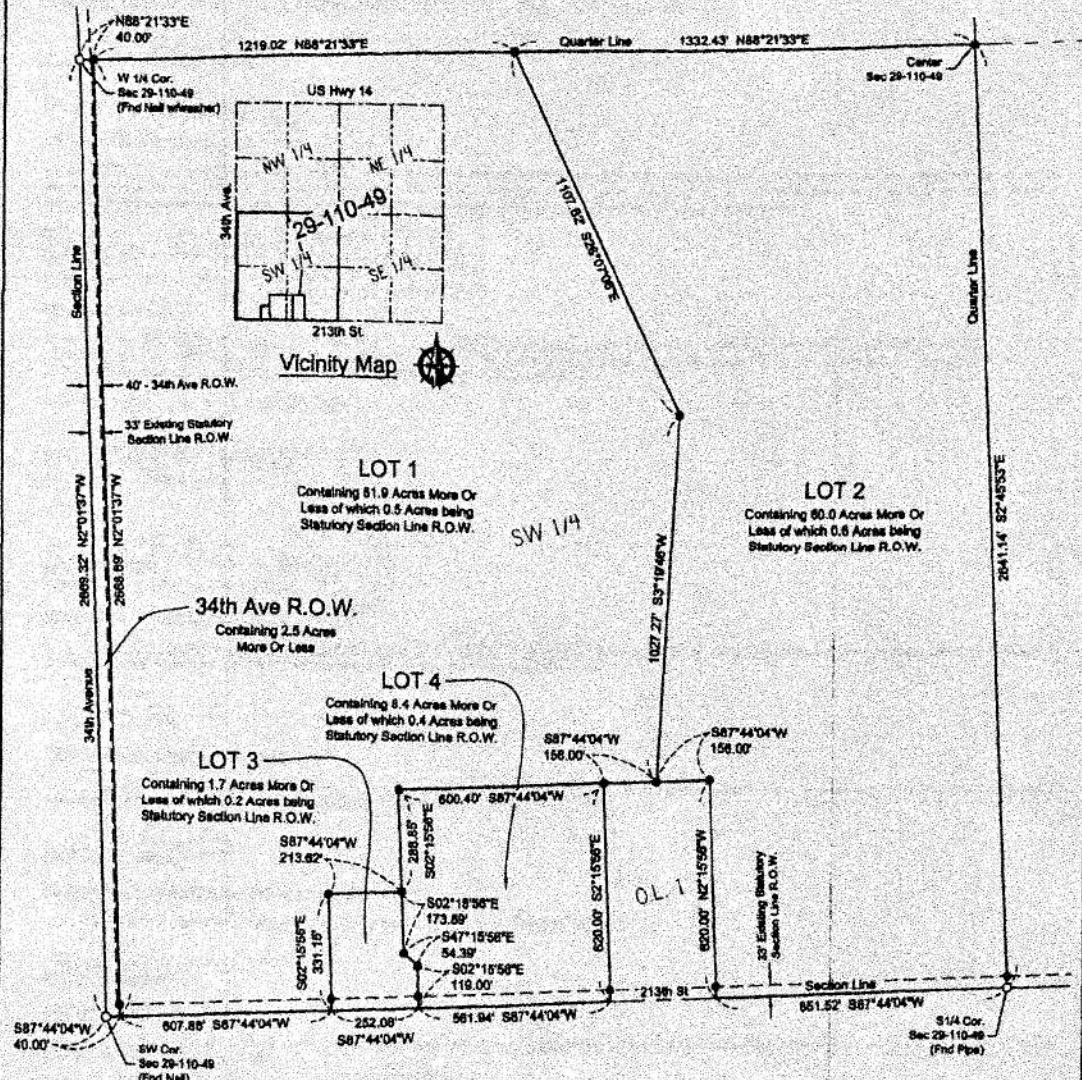
**[SEE ATTACHED ONE (1) RECORDED RE-PLAT MAP & LEGAL DESCRIPTION TO FOLLOW UPON
COMPLETION OF SURVEY]**

Note:

This Exhibit may be supplemented or replaced by full legal description based upon a land survey of the Property once a land survey is received by Tenant.

PLAT OF

LOTS 1, 2, 3 AND 4 OF CKS PARTNERS SECOND ADDITION; AND 34TH AVE R.O.W., ALL IN THE SW 1/4 OF SECTION 29, T110N, R49W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA.



November, 2022
 Scale: 1" = 300'
 ○ Monument Recovered
 ● Monument Set
 (6" x 18" Capped Rebar RLS 10400)
 Bearings are Based on Assumed Datum

SURVEYOR'S CERTIFICATE

I, Andrew E. Kangas, a Registered Land Surveyor of the State of South Dakota, do hereby certify that on or before the 3rd day of November, 2022 and at the request of the owner of the real property hereinafter described, surveyed and platted a portion of the SW 1/4 of Section 29, Township 110 North, Range 49 West of the 5th P.M. Brookings County, South Dakota, as shown on the plat, and marked upon the ground boundaries thereof in the manner shown on the plat, and that the attached plat is a true and correct representation of said survey and that the parcel of land so platted contains: "LOTS 1, 2, 3 AND 4 OF CKS PARTNERS SECOND ADDITION; AND 34TH AVE R.O.W., ALL IN THE SW 1/4 OF SECTION 29, T110N, R49W OF THE 5TH P.M., BROOKINGS COUNTY, SOUTH DAKOTA".

IN WITNESS WHEREOF, I have executed this Surveyor's Certificate this 3rd day of November, 2022.

Prepared By:
CIVIL DESIGN INC

10400
 ANDREW E. KANGAS
 11-3-2022
 REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF SOUTH DAKOTA
 Brookings County

Document #FB299478
 Filed for Record on 12/20/2022 at 3:30 PM
 and Recorded in Book PL40 Pg 61
 Recording Fee: \$60.00 Page: 1 of 2

799478

Andrew E. Kangas Register of Deeds

Prepared by and When Recorded Return to:
Skyway Towers, LLC
Attn: Property Management
3637 Madaca Lane
Tampa, Florida 33618
(813) 960-6205



STATE OF SOUTH DAKOTA
Brookings County

MSUB Document #FB301602
Filed for Record on **7/10/2023 at 12:35 PM**
and Recorded in **Book MI193 Pg 947**
Recording Fee: \$30.00 Page: 1 of 6

State: SOUTH DAKOTA
County: BROOKINGS
APN: 040001104929320

Doreen Adams Register of Deeds
By _____ Deputy

**SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Subordination"), dated as of June 20th, 2023 between First National Bank in Sioux Falls, whose address is 100 S. Phillips Avenue, PO Box 5186, Sioux Falls, SD 57117-5186 (hereinafter called "Lender"), and CKS Partners, LLC, a South Dakota Limited Liability Company with a mailing address of PO Box 361, Warner, SD 57479 (hereinafter called "Landlord"), and Skyway Towers, LLC, a Delaware limited liability company, with an address of 3637 Madaca Lane, Tampa, Florida 33618 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Landlord gave to Lender a mortgage or deed of trust upon a portion of said property located near the intersection of 34th Avenue and 213th Street in Brookings, in the County of Brookings, State of South Dakota 57006, (Property ID: 040001104929320), as more fully described in the attached **Exhibit 1** and made a part hereof ("Property"); and

WHEREAS, said mortgage was dated January 28, 2021, for the original principal sum of \$927,240.00, and recorded on February 25, 2021, in Book 319 of Mortgages, Page 276, in the Brookings County Records, in the State of South Dakota (the "Mortgage"); and

WHEREAS, Landlord and Tenant have entered into an Option and Lease Agreement dated April 11, 2023, (the "Agreement"), which Lender hereby consents to, covering a portion of the Property (the "Leased Premises"); and

WHEREAS, Tenant desires assurances of continued occupancy of the Leased Premises under and subject to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. So long as the Agreement remains in full force and effect, the Agreement is and will be subject and subordinate to the lien and effect of the Mortgages insofar as it affects the real property and fixtures of which the Property forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sums secured thereby and interest thereon, with the same force and effect as if the Mortgages had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Agreement.

2. In the event Lender takes possession of the Property as lender-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgages, Lender agrees not to affect or disturb Tenant's right to possession of the Leased Premises and any of Tenant's other rights under the Agreement in the exercise of Lender's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Agreement.

3. In the event that Lender succeeds to the interest of Landlord or other Landlord under the Agreement and/or to title to the Property, Lender and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Agreement; accordingly, from and after such event, Lender and Tenant will have the same remedies against one another for the breach of an agreement contained in the Agreement as Tenant and Landlord had before Lender succeeded to the interest of Landlord; provided, however, that Lender will not be:

(a) personally liable for any act or omission of any prior Landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Agreement (one month, year etc.) in advance to any prior Landlord (including Landlord).

4. In the event that Lender or anyone else acquires title to or the right to possession of the Property upon the foreclosure of the Mortgages, or upon the sale of the Property by Lender or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Agreement by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Agreement.

5. Lender understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgages and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Lender will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Leased Premises. Lender hereby expressly waives any interest which Lender may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Leased Premises or any portion thereof and Lender hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Subordination will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees of Tenant which are permitted under the Agreement.

LENDER:

First National Bank in Sioux Falls

By: [Signature]
Print Name: Brian Gilbert
Its: Senior Vice President
Date: 5-17-2023

LENDER ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF MINNEHAHA)

The foregoing instrument was acknowledged before me this 17TH day of MAY, 2023, by BRIAN GILBERT the SENIOR VICE PRESIDENT of First National Bank in Sioux Falls, on behalf of Lender (x) who is personally known OR () who produced _____ as identification.

[Affix Notary Seal]



[Signature]
Notary Public, State of SOUTH DAKOTA
Print Name: JASON LONG
My Commission Expires: 09-08-2028

[TENANT SIGNATURE & ACKNOWLEDGMENT FOLLOW ON NEXT PAGE]

TENANT:

Skyway Towers, LLC,
a Delaware limited liability company

By: *Scott M. Behuniak*
Name: Scott M. Behuniak
Title: President / COO
Date: 6-20-2023

TENANT ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before this 20th day of June, 2023,
by Scott M. Behuniak, as President / COO of Skyway Towers, LLC, a Delaware limited liability
company, on behalf of the company, who is personally known.
[Affix Notary Seal]



Katrina McCarron
Notary Public, State of Florida
Print Name: KATRINA MCCARRON
My Commission Expires: 3.11.2027

EXHIBIT 1
DESCRIPTION OF THE PROPERTY

The Property is located near the intersection of 34th Avenue and 213th Street in Brookings, in the County of Brookings, State of South Dakota 57006, and described as follows:

Property ID: 040001104929320

LEGAL DESCRIPTION:

SITUATED IN THE COUNTY OF BROOKINGS AND STATE OF SOUTH DAKOTA AND DESCRIBED AS FOLLOWS:

Lot 3 of CKS Partners Second Addition; and 34th Ave R.O.W., all in the SW ¼ of Section 29, T110N, R49W of the 5th P.M., Brookings County, South Dakota

Note:

This Exhibit may be supplemented or replaced by full legal description based upon a land survey of the Property once a land survey is received by Tenant.

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS



FILED THIS FEB 12 2015
AT 11:00 O'CLOCK A.M. BOCA, MISSOURI PAGES 2/16
Edward Chapman
REGISTER OF DEEDS '18

RIGHT - OF - WAY EASEMENT

Map Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, Edward Telkamp, Living Trust, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY-SOUTHWESTERN ELECTRIC, a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Brookings, State of South Dakota and more particularly described as follows: The North 25' of the South 58' of the S 1/2 SW 1/4 of Section 29, (Except Outlot 1 in the S 1/2 SW 1/4 of Section 29 thereof), all in Township 110 North, Range 49 West of the 5th Principal Meridian, Brookings County, South Dakota, and to place, construct, operate, repair, maintain, relocate, and replace thereon an electric transmission or distribution line or system on or under the above described lands and/or in, upon or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth of trees and shrubbery to the extent necessary to keep same clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling; to keep the easement clear of all buildings, structures, or other obstructions; and to license, permit, or otherwise agree to the joint use or occupancy of the lines, system or if any of said system is placed underground, of the trench and related underground facilities by any other person, association, or corporation.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon, or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay the Grantor reasonable damages for any crop damage resulting from any underground installation or maintenance thereof.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: Edward Telkamp Living Trust

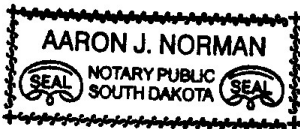
It is further understood that whenever necessary words used in this instrument in the singular shall be construed to read in the plural.

IN WITNESS WHEREOF, the undersigned set their hand and seal this 9 day of July, 2014.

Edward Telkamp
Edward Telkamp

STATE OF South Dakota)
County of Brookings)ss

On this 9th day of July, 2014, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Edward Telkamp known to me to be the persons described in, and who executed the within and foregoing instrument and acknowledged to me that she executed the same.



AA
Notary Public, State of South Dakota
Brookings County

My commission expires: Aug 14, 2018.

Prepared By:
Sioux Valley-Southwestern Electric
A. James Kuyper, Staking Engineer
P.O. Box 216, Colman, SD 57017
(605) 534-3535



STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS

FILED THIS JUL 28 2014

AT 10:20 O'CLOCK A.M. BOOK misc 184 PAGES 1425

Beverly Chapman Arie James Kuyper Tammy Hanson
REGISTER OF DEEDS Deputy

251565

RIGHT - OF - WAY EASEMENT

Map No. 006-1-029-043

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, (whether one or more) Edward Telkamp Living Trust, (married), (husband and wife), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY-SOUTHWESTERN ELECTRIC, a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Brookings, State of South Dakota and more particularly described as follows: East 50' of the West 123' starting at intersection of 213 ST and 473rd Avenue proceeding north 300' and North 50' of the South 83' starting at intersection of 213 ST and 473rd Avenue proceeding East 300' of South 1/2 of South West 1/4 Exc OL1,

of Section 29, Twp 110, R 49, and to place, construct, operate, repair, maintain, relocate, and replace thereon an Underground distribution line or system on or under the above described lands to inspect and make such repairs, changes, alterations, improvements, removals from, additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes. To keep the easement clear of all buildings, structures, or other obstructions; and to license, permit, or otherwise agree to the joint use or occupancy of the lines, system or if any of said system is placed underground, of the trench and related underground facilities by any other person, association, or corporation.

The undersigned agree that all wires including any main service entrance equipment, installed in, upon, or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay the Grantor reasonable damages for any crop damage resulting from any underground installation or maintenance thereof.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: None

It is further understood that whenever necessary words used in this instrument in the singular shall be construed to read in the plural.

IN WITNESS WHEREOF, the undersigned set their hand and seal this 2 day of July, 2014

Edward Telkamp - Trustee

STATE OF South Dakota)
County of Moody)ss

On this 2 day of July, 2014, before me Arie James Kuyper, a Notary Public within and for said County and State, personally appeared Edward Telkamp, Living Trust, known to me to be the person(s) described in, and who executed the within and foregoing instrument and acknowledged to me that they executed the same.



My commission expires April 2, 2020.

Arie James Kuyper
Notary Public, State of South Dakota
Moody County

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS
FILED THIS 24th DAY OF May 1990 AT 3:15 P 120 Misc
BY 74 Anna C. Howard Darlene L. Osier
REGISTRAR OF DEEDS

The undersigned, Edward and Connie Telkamp

being the owners of real estate described as the SW 1/4 of Section 29, T110N-R49W

for and in consideration of the sum of one dollar (\$1.00) and other consideration, hereby grant to the City of Brookings, South Dakota, a municipal corporation, a perpetual easement, including the right of ingress and egress, to construct and maintain a Water Line on, under, and through the above described property, more distinctively described as

the South 50 ft. of the SW1/4 Section 29 of T110N-R49W (except the road frontage of Lot A of the same 1/4 Section) for a construction easement with the South 20 ft. of the same 1/4 Section being retained as a permanent easement for future maintenance of the water line.

Special Conditions:

In consideration of said right, the City of Brookings, Grantee, agrees to repair any damages which may result to the property by reason of the construction, maintenance or repairing of the said utilities.

Dated this 21 day of May, 1990

Grantors: Edward Telkamp
Connie Telkamp

State of South Dakota)
 : SS.
County of Brookings)

Be it remembered that on this the 21st day of May, 1990, before me, Becky Peterson a Notary Public, in and for Brookings county, well known to me to be the persons who are described in and who executed the above and foregoing Grant of Easement and who acknowledged to me that they executed the same as their own free act for the purposes therein set forth.

Becky Peterson
Notary Public

My Commission Expires
2-12-95





I hereby certify that the foregoing documents
 are true and correct copies of the original papers
 which are on file in the office of
 the Director of Conservation of the State of Iowa
 Department of Conservation
 Secretary of Agriculture
 5/17/29

RSC-034

1. WELL LOCATION: near center of sec 29 - 110-29
2. AREA TO BE IRRIGATED: 50' sec 29 - 110-29
3. CAPACITY: 1000 gpm
4. TYPE OF IRRIGATION: center pivot
5. PERCENTAGE OF IRRIGATION: 50' sec 29 - 110-29
6. PHYSICAL SOILS CLASSIFICATION FOR IRRIGATION: SEE REPORT 518
7. SAMPLE NO: 76-11498
8. SALINITY: EC = 6.95 (medium)
9. SODIUM: SAR = 0.79 (low)

LOCAL DESCRIPTION: _____
 COUNTY: Franklin
 ADDRESS: R.P. 2, Brookings, South Dakota
 NAME: Edmund J. ...
 APPROVAL DOES NOT IMPLY THAT THIS PROJECT CAN BE COMPLETED SUCCESSFULLY IN ALL CIRCUMSTANCES. INDIVIDUAL INVESTORS SHOULD CONSULT WITH A PROFESSIONAL ENGINEER, DETERMINING THE PROBABILITY OF SUCCESS OF THIS PROJECT.

IRRIGATION SYSTEM: _____
 WATER QUALITY: _____
 SOILS CAPABILITY: _____
 APPROVED: _____
 1231-26

STATE CONSERVATION COMMISSION
 SUPPORTING INFORMATION
 FOR APPROPRIATION OF GROUND WATER IN ACCORDANCE
 WITH SDCL 46-6-3 AS AMENDED
 (This Form Required for Proposed Well Irrigation Only)
 APPROVAL DOES NOT IMPLY THAT THIS PROJECT CAN BE COMPLETED SUCCESSFULLY IN ALL CIRCUMSTANCES. INDIVIDUAL INVESTORS SHOULD CONSULT WITH A PROFESSIONAL ENGINEER, DETERMINING THE PROBABILITY OF SUCCESS OF THIS PROJECT.

FORM NO. 11
 COMMISSION
 84722

I do hereby certify that a chemical analysis of the ground water to be acquired for irrigation from South Dakota State University and: the land capability for irrigation information has been acquired from

Brookings County Soil map

and that the legal description for the location of the well and land to be irrigated is true and correct.

Edward Telkamp

Subscribed and sworn before me this

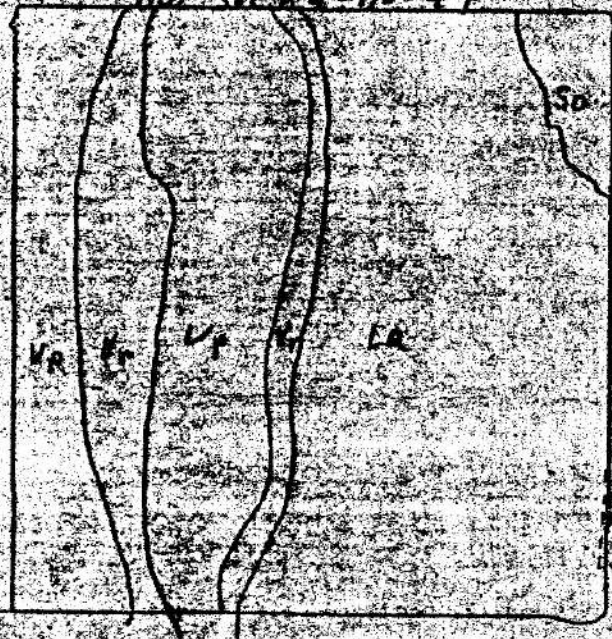
20th day Sept 1976

John Williams

R. E. # 1976

(Title)

Soil sec 26-110-49



So - Soloman - not to be irrigated

LA - laminar silty clay to about 1/2" thick underlain with sand and gravel

Vp - Volga silty clay 100% a moderately fine textured alluvium

VA - Volga silty clay (on in drainage ways... some poorly drained)

I hereby certify that the foregoing document is a true and correct copy of Irrigation Permit No. 1231 which is on file in the office of the Division of Conservation of the South Dakota Department of Agriculture.

Jack M. Tufield
Secretary of Agriculture

By: *Calvin Jay*
Division of Conservation