

This Indenture made and executed this Eleventh day of May A. D., nineteen hundred and five, between the Western Town Lot Company, a corporation of the State of Iowa, party of the first part, and the State of South Dakota, party of the second part;

Witnesseth: That the said party of the first part for and in consideration of One Dollar, paid by said party of second part, the receipt whereof is hereby acknowledged, and in the further consideration of the prompt payment by the said party of the second part of all taxes and assessments legally levied upon the premises hereinafter described, all of which the said party of the second part covenants and agrees to promptly pay as the same become due and payable has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said party of the second part, the following described premises situated in the County of Beadle, State of South Dakota, to wit:

Out Lots "N", "M", "H" and "K" to the town (now City) of Huron;

Block Sixty-six (66) in the Sixth Railway Addition to Huron, except Lots One (1), Two (2), Seven (7), Eight (8), Nine (9), Ten (10), Thirteen (13) and Fourteen (14); Block Seventy (70) in the Sixth Railway Addition, to Huron, except Lots Two (2), Five (5), Six (6) and Seven (7) ; according to the plats of the Sixth Railway Additions and Out Lots, recorded in the office of the Register of Deeds of Beadle County, South Dakota;

as a site for a permanent State Fair, to be held annually thereon, and for such college meets, baseball tournaments, horse racing, Fourth of July and other lawful gatherings, as the party of the second part may permit, which are not inconsistent with, and do not interfere with, the use of said premises for a permanent annual State Fair.

The words state Fair, as used in this instrument, shall be held to mean an exhibition under the auspices and management of the party of the second part of the four principal classes of livestock, together with the agricultural and horticultural products and mechanical arts, for the instruction and entertainment of the public generally and in particular of the citizens of the State of South Dakota.

To Have and To Hold the same as long only as all taxes and assessments legally levied upon the premises above described, shall be paid by the party of the second part as the same become due and payable, and the permanent State Fair of the State of South Dakota, shall be held annually upon said premises.

And the Western Town Lot Company, party of the first part, for itself, successors and assigns, does hereby covenant, grant, bargain, and agree, to and with the party of the second part, that at the time of the ensembling and delivery of these presents it is well seized of said premises in fee simple, and has good right and lawful authority to sell and convey the same, and that said premises are free and clear of all encumbrances whatsoever, and that the above fairground premises in quiet and peaceable possession of the party of the second part against all and every such person claiming the same, the said party of the first part shall and will warrant and defend so long as the second party shall pay all assessments of taxes as they become due and payable thereon and hold their annual State Fairs thereon as agreed.

Provided however these premises are hereby granted upon the express limitation that in the event of the failure from any cause on the party of the party of the second part, in any year to hold the permanent annual State Fair upon the premises above described or if the party of the second part shall fail to pay any such taxes and assessments as herein provided before the same become delinquent all the right, title and interest of the party of the second part in and to the said premises shall forthwith cease absolutely, and the party of the second part hereby agrees in such case, that it will reconvey said premises to the party of the first part without suit and free of costs;

Provided that in any such case the party of the second part may, within sixty (60) days after any such failure of its title, remove from said premises the buildings placed by it thereon.

In Witness whereof, the party of the first part has caused these presents to be signed by its President, its corporate seal to be hereto affixed and attested by its Secretary, the day and year first above written.

Western Town Lot Company
Seal
State of Iowa

Western Town Lot Company
By Marvin Hughitt President

Attest. J. B. Redfield Secretary
Approved J. F. Cleveland Land Commissioner
Signed sealed and delivered in presence of
J. G. Buckler
State of Illinois
County of Cook

On this Eleventh day of May A.D. 1905 before me, the subscriber, a Notary Public in and for said County, personally appeared M. Hughitt, known to me to be the President of the Corporation that is described in that executed the within instrument, and acknowledged to me that such corporation executed the same.
Witness my hand and Notary Seal the day and year aforesaid.

Francis DePfuhl
Notary Public Seal
Cook Co., Ill.

Francis DePfuhl
Notary Public

Huron, S.D. May 18, 1905

On behalf of the State of So Dak the State Board of Agriculture hereby accepts the within Deed to the State Fair Grounds at Huron SD for the purposes stated in said Deed and upon the conditions herein enumerated.

By direction of the Board
Forrester H. Smith, President
Geo. E. M. Eashron, Secretary

Note: Filed for record in the offices of the Reg. of Deed of Beadle Co So Dak May 22, 1905, at 9 o'clock a.m. & recorded in Book 136 Page 403

DM Rowley
Reg of Deeds