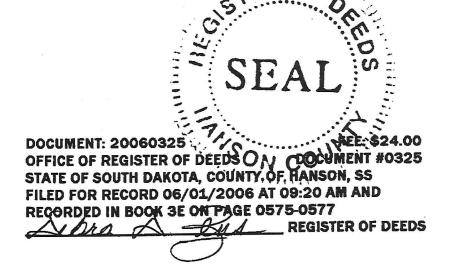
This Instrument Prepared By: Wilkinson & Wilkinson Law Firm 103 Joliet Avenue S.E. P.O. Box 29 De Smet, South Dakota 57231 (605) 854-3378



GRANT OF EASEMENT

Brian W. Anderson, a single person, of 25550 413th Avenue, Mitchell, South Dakota 57301, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and warrant unto the Howard Arbeiter Trust and the Hilda Arbeiter Trust, as joint tenants with right of survivorship, and not as tenants in common, as GRANTEES, and their heirs, lessees, successors, or assigns, an easement with the right to reconstruct, rebuild, repair, maintain, improve, and use a road through, over, and across the following described lands situated in the County of Hanson, in the State of South Dakota, to wit:

Irregular Tract 2 in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 103, Range 59, West of the 5th P.M., Hanson County, South Dakota;

subject to easements, reservations, and roadways of record. See Plat of said Irregular Tract 2 dated January 14, 1967, identified as Exhibit B and attached hereto.

The Howard Arbeiter Trust and the Hilda Arbeiter Trust own the above described land and are conveying the land to Brian W. Anderson. This Grant of easement is being executed contemporaneously with the related Warranty Deed identified as Exhibit A to allow the Howard Arbeiter Trust and the Hilda Arbeiter Trust continued access to an adjacent parcel of land. This Grant of Easement shall be liberally construed in favor of the Grantees to affect this purpose. However, the Grant of Easement is intended for benefit of the Grantees in the current use of the Grantees' land for farming and livestock purposes. Grantees may not alter the course or width of such Grant of Easement without consent of the Grantor. Grantees may not broaden the use of the Grant of Easement, such as the development of a gravel pit or other mining quarry without consent of the Grantor. The Grantor covenants for himself, his heirs, lessees, successors, or assigns that the Grantees, their heirs, lessees, successors, or assigns shall at all times have the right to perform all acts through, over, and across said lands above described, so far as may be reasonably necessary for the reconstruction, rebuilding, repair, maintenance,

improvement, and use of an existing road running through, over, and across said lands described above, so as to provide Grantees access to the adjacent Irregular Tract 2 in the Southeast One-Half (SE 1/2) of the Northeast Quarter (NE 1/4) of Section 31, Township 103, Range 59, West of the 5th P.M., Hanson County, South Dakota. Such acts by the Grantees may specifically include but are not limited to the right to cut and remove all trees, bushes, and saplings growing upon said lands above described, or extending over same. Said Grant of Easement shall not exceed thirty feet (30'). Said Grant of Easement, shall generally follow the existing road, which runs from west to east from the east boundary of said lands above described before turning south to southwest and continuing into the parcel of land the Grantees still own. The Grantees shall not fence said easement.

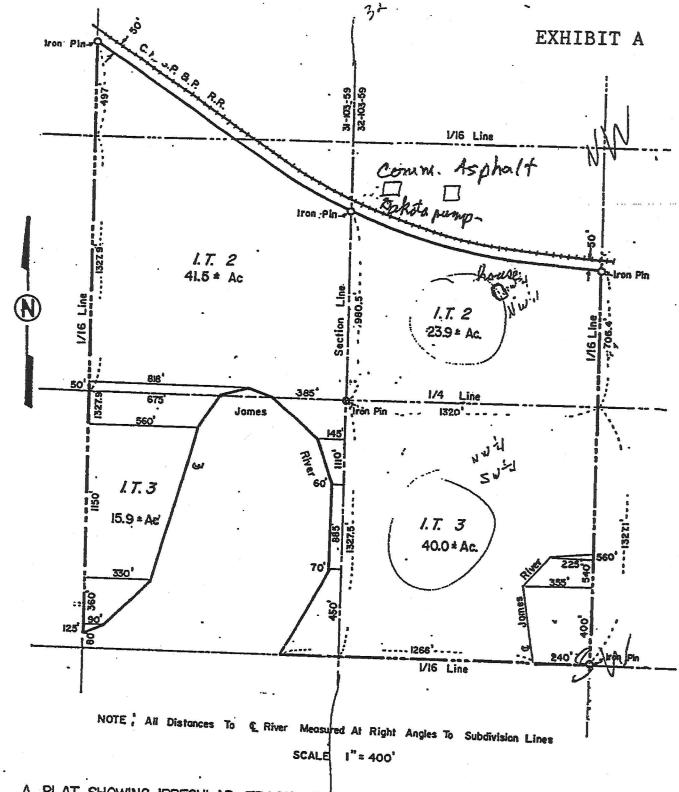
Grantor reserves the right to himself to cultivate, use, and occupy the above described lands provided such use and occupancy is not inconsistent with the rights granted by this easement. Grantor specifically agrees not to erect any structures, hay or straw stacks, hay or straw bales, other objects, permanent or temporary, or plant trees, or perform any other act which will interfere with, endanger, or damage said road or the use thereof.

The easement and the rights granted and conveyed hereunder shall run with the lands described above and shall inure to the benefit and be binding on the heirs, lessees, successors, or assigns or the respective parties hereto.

IN WITNESS WHEREOF,	the Gran	ntor has executed this easement this 7th
day of August, 2005.		Rave
		Brian W. Anderson
•		Grantor
STATE OF SOUTH DAKOTA)	
	: SS	Individual Acknowledgement
COUNTY OF DAVISON)	
On this the 1th day of August, 2005, before me, Barbara Sch laffman, the undersigned officer, personally appeared Brian W. Anderson, known to me or satisfactorily proven to be the person whose name is		
subscribed to the within instrument purposes therein contained.	and ackr	nowledged that he executed the same for the
	I have he	reunto set my hand and official seal.

Notary Public. South Dakota

pires:



A PLAT SHOWING IRREGULAR TRACT 2 IN THE S.E. 1/2 OF THE N.E. 1/4 AND IRREGULAR TRACT 3 IN THE N.E. 1/4 OF THE S.E. 1/4 OF SEC. 31, T.103, R.59 W. OF THE 5th PM, AND IRREGULAR TRACT 2 IN THE S.W. 1/4 OF THE N.W. 1/4, AND RREGULAR TRACT 3 IN THE N.W. 1/4 OF THE S.W. 1/4 SEC. 32, T.103, R. 59 W. OF THE' 5th PM.

SURVEYORS CERTIFICATE Is Bernie E. Schmucker, a Registered Engineer and Land Surveyer of Mitchell, South Dakota, do hereby certify that at the request of Fred and Appet Alemp, instead and wife, as owners, and under their direction for the purposes indicated therein, Edia for principle in January 14, 1967, survey those parcels of land described as a portion of the E 1/2 of the NE-1/4 and a portion of the NE-1/4 of the SE 1/4 of Sec. 31, and a portion of the SW 1/4 of the NW 1/4 and a portion of the NW 1/4 of the SW 1/4 of Sec. 32, all of T103N, R59W of the 5th PM.

I FURTHER CERTIFY that the within and foregoing plat is in all respects true and correct.

Dated this 14th day of January, 1967.

Registered Engineer and Land Surveyor

STATE OF SOUTH DAKOTA)

for spid County and State, personally appeared Bernie E. Schmücker, well known to me to be the person who is described in and whe executed the foregoing and within instrument, and duly selecuted for the uppear and purposes therein set forth.

3 IN WITTESS WHEREOF, I hereunto set my hand and official seal. uledged

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