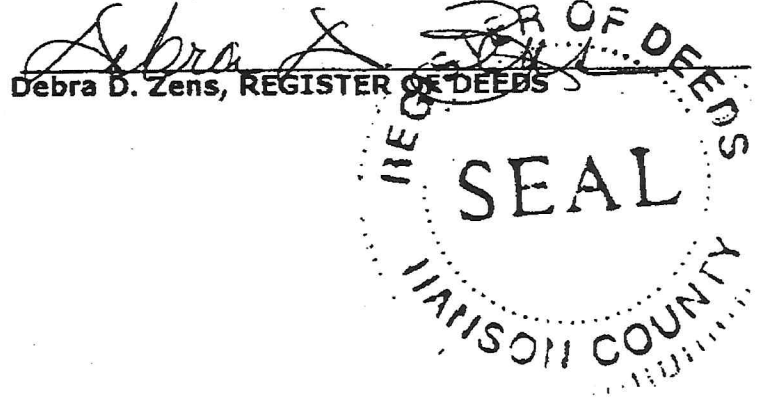


DOC #: 20120709 FEE: \$30.00 TRANS FEE: \$0  
HANSON COUNTY REGISTER OF DEEDS, STATE C  
RECORDED 11/26/2012 AT 8:05 AM, BOOK 4E, PG 60!



Prepared by and Return to:  
Harvey A. Oliver  
404 South Lincoln Street  
PO Box 1456  
Aberdeen, SD 57402-1456  
(605) 225-1000

### **EASEMENT AGREEMENT**

Whereas, Spencer Quarries, Incorporated, a South Dakota Corporation of 25341 430<sup>th</sup> Avenue, Spencer, South Dakota, is the Successor in interest to Commercial Asphalt and Material Company, Inc. currently listed as an inactive South Dakota corporation (hereinafter "Grantor") is the owner of the following described real estate in Hanson County, South Dakota:

Lot D of Commercial Asphalt Subdivision in the northwest quarter (NW1/4) of Section 32, Township 103 N., Range 59 W. of the Fifth Principle Meridian, Hanson County South Dakota, ("Subject Property"), and

Whereas, Danny Peterson, Brad Peterson and Lenny Peterson, all of 25341 430<sup>th</sup> Avenue, Spencer, Hanson County, South Dakota (hereinafter "Grantee") are the owners of the following described real estate in Hansen County, South Dakota:

Tract 2 of H.W. Arbeiter's First Addition in Section 32, T 103 N, R 59 W and in Sections 4 and 5, T102 N, R 59 W of the 5<sup>th</sup> P.M., Hanson County, South Dakota, according to the plat filed December 13, 2005 in Book 7 of Plats, page 31 in the office of the Register of Deeds of Hanson County, South Dakota.

Tract 3 of H.W. Arbeiter's First Addition in Sections 31 and 32, T103 N, R 59 W, and in Section 5, T 102 N, R 59 W of the 5<sup>th</sup> P.M., Hanson County, South Dakota, according to the plat filed December 13, 2005 in Book 7 of Plats, page 31 in the office of the Register of Deeds of Hanson County, South Dakota.

hereinafter referred to as ("Peterson Property"); and

Whereas, Grantor is willing to grant to Grantee an easement over and across Subject Property so that Grantee may easily access the Peterson Property;

Now, therefore, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee promise, stipulate and agree as follows:

1. That Grantor grants, conveys and gives to Grantee, its employees, agents, business invitees, customers, successors and assigns the perpetual right and privilege to pass and travel upon a limited area within the Subject Property, for the purpose of traveling or driving to and from the Peterson Property. That, if Grantee will keep and perform the covenants and promises herein, Grantor grants and conveys to Grantee the perpetual right and easement to use and travel upon the Subject Property, to-wit:

- a. to use and travel upon a 20 foot wide private access easement located within the Subject Property and more precisely described and depicted in a surveyors affidavit prepared by SPN and Associates of Mitchell South Dakota, bearing the date May 23, 2012, attached hereto as exhibit A, for the sole purpose of permitting ingress and egress for the farming of Peterson's property and any other purpose incidental to farming such property, to include but not limited to the use and operation of vehicles and equipment driven and operated by Grantee's, their employees, agents and business invitees.

2. The easements described herein shall be perpetual and shall run with the land.

3. Grantor shall have no obligation to remove snow from said easement area nor otherwise maintain the easement areas for Grantee's use. Grantee may improve said easement area at their own expense for their use with Grantor's prior written consent. Should Grantee's use of the easement areas cause damage, ruts or deep tire tracks on the easement area, Grantee shall be required to repair the same.

4. Grantor shall not place any structures, equipment, fixtures or other improvements on the easement area if the same interferes with Grantee's reasonable use of said easement areas.

5. This Easement Agreement will bind the successors and assigns of both parties.

6. The parties agree that no further consideration shall be due Grantor from Grantee, its successors or assigns for the use of the easement privileges set out herein.

7. That this Easement Agreement shall continue in full force and effect until terminated by (a) the agreement of the parties, their successors or assigns; or (b) the order of a court of general jurisdiction.

8. Each party agrees and promises to indemnify and make the other party whole, including attorneys fees, for any costs, damages or judgments arising by reason of the first party's negligence or intentional misconduct or the negligence or intentional misconduct of its agents, employees, or customers, in connection with the use of the roadway, passage or lane by such first party, its agents, employees and customers.

9. The Easement Agreement shall bind Grantor and Grantee and each party's successors and assigns.

10. The parties further agree that Grantee may file and record pursuant to SDCL § 53-28-17 an abbreviated notice of this easement and agreement.

11. Grantor Spencer Quarries, Inc. hereby acknowledges that it is the successor in interest to Commercial Asphalt and Materials Company Inc. and further warrants that it is the fee simple owner of the subject property and has full power and authority to enter into this agreement.


Dated this 10 day of OCT. 2012.

Grantor Spencer Quarries Inc.

By 

Its Gens ~~Amr~~

Dated this 11 day of Nov 2012.

  
Grantee Danny Peterson

Dated this 11 day of Nov, 2012.

Brad Peterson  
Grantee Brad Peterson

Dated this 11 day of Nov, 2012.

Lenny Peterson  
Grantee Lenny Peterson

STATE OF SOUTH DAKOTA )  
COUNTY OF Beadle )SS

On this the 11 day of Nov, 2012 before me, the undersigned, personally appeared Danny Peterson, known to me to be the person whose name is, subscribed to the within instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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

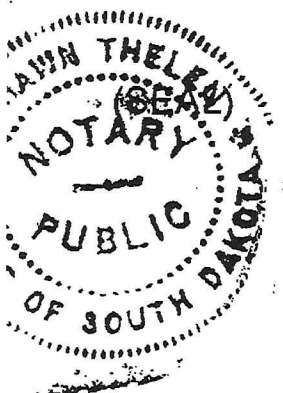


Shawn Thelem  
Notary Public, South Dakota  
My Commission Expires: 12/04/2015

STATE OF SOUTH DAKOTA )  
COUNTY OF Beadle )SS

On this the 11 day of Nov, 2012 before me, the undersigned, personally appeared Brad Peterson, known to me to be the person whose name is, subscribed to the within instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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



Shawn Thelem  
Notary Public, South Dakota  
My Commission Expires: 12/04/2015

STATE OF SOUTH DAKOTA )  
COUNTY OF Beadle )SS

On this the 11 day of Nov, 2012 before me, the undersigned, personally appeared Lenny Peterson, known to me to be the person whose name is, subscribed to the within instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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



Shawn T. Lake  
Notary Public, South Dakota  
My Commission Expires: 12/09/2015

STATE OF SOUTH DAKOTA )  
COUNTY OF Hanson )SS

On this the 10<sup>th</sup> day of October, 2012, before me, the undersigned officer, personally appeared Todd Walderau, who acknowledged himself to be the Gen Mgr / Treasurer of Spencer Quarries, Inc., a South Dakota corporation and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Todd Walderau.

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



Beth M. Kayser  
Notary Public, South Dakota  
My Commission Expires: 5-04-2015