



BROWN & BATHEN, PRINTERS, SIOUX FALLS, S. D. — 57028

EASEMENT

(PURSUANT TO SDCL 5-2-10,
5-4-2 OR 5-4-5)

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the State of South Dakota, Grantor, does hereby grant and convey unto S.D. Board of Charities and Corrections, hereinafter known as Grantee, having its principal place of business at 523 East Capitol Ave., Pierre, SD, an easement and right-of-way for the following purposes: the perpetual right to enter at any time and from time to time, and to construct, erect, maintain, repair, rebuild, operate, patrol and use the natural existing drainage for Sewage Lagoon Drainage, Discharge Permit # S.D. - 0020435, to erect equipment, structures, fixtures, and all necessary appurtenance; the right to clear the way and keep it clear of brush, trees, buildings, and fire hazards; and the right to remove trees, if any, located beyond the limits of the easement but which interfere with the easement; all over, upon, across, and under that certain tract of land consisting of 146 acres located in the County of Aurora, State of South Dakota, to wit:

N $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 13, Township 103, Range 64, West
of the Fifth Principal Meridian

which tract of land is fully delineated in Plats drawn by Schmucker & Shaffer, Job #1022 and Schmucker, Paul & Nohr, Job #84-3581, a registered land surveyor and dated October, 1963 and October, 1984, respectively, a copy of which Plat is attached hereto.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the Grantee shall locate and utilize such drainage, structures, fixtures and equipment in such a manner so as to not interfere unnecessarily with the usual cultivation of said premises, and so as to not endanger or injure any improvements thereon.

THE GRANTEE ALSO HEREBY UNDERSTANDS and admits that it shall be liable for and shall promptly settle all damages to crops and fences caused by the use, construction, erection, maintenance, repair, rebuilding, operation, patrolling or removing of said drainage.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto, that should the above-described real property granted by the Easement cease to be used for the purpose stated herein for two consecutive years, this Easement reverts to the State of South Dakota.

THE ABOVE-DESCRIBED EASEMENT and right-of-way is subject to a reservation of further easements and rights-of-way for irrigation ditches and canals, as provided by South Dakota Codified Laws 5-4-2, so long as they do not infringe upon the rights granted hereunder. This Easement is also subject to a reservation of rights relating to deposits of coal, ores, metal and other minerals, asphaltum, oil, gas and like substances provided by South Dakota Codified Laws 5-2-12.

IN WITNESS WHEREOF, the STATE OF SOUTH DAKOTA has caused this Easement to be executed in the name of the State by the Governor and attested to by the Commissioner of School and Public Lands this 2nd day of October, 1984.

COMMISSIONER OF SCHOOL AND PUBLIC LANDS
STATE OF SOUTH DAKOTA
(SEAL)

STATE OF SOUTH DAKOTA
By: William J Janklow
Governor
Attest: John J Gerken
Commissioner of School and Public Lands

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF HUGHES)

On this 2nd day of October, 1984, before me, Adaline Schlegel, a Notary Public with and for said county and state, personally appeared William J. Janklow, Governor, and John J. Gerken, Commissioner of School and Public Lands, known to me to be the persons who executed the foregoing instrument in the name of the State of South Dakota.

ADALINE SCHLEGEL
NOTARY PUBLIC
SOUTH DAKOTA (SEAL)
(SEAL)

Adaline Schlegel
Notary Public
My Commission expires: August 5, 1991.

State of South Dakota)
) SS.
County of Aurora)

Filed for record this 9 day of October A.D. 1984 at 1:15 o'clock P.M. and recorded in Book 32 of Misc. page 331.

Fees \$4.00 (SEAL) Bernadeen Wulf
Register of Deeds

ATTACHED:

