

104 542

EASEMENT FOR RIGHT OF WAY

This agreement, made and entered into this 12th day of February, 1971, by and between Pete Lien and Sons, Inc., party of the first part, which expression shall include its officers, agents and assigns where the contract so requires or admits, and Bernard N. Richards and Emma D. Richards of Rapid City, South Dakota, party of the second part which expression includes her heirs, executors, administrators, agents or assigns where the contract so requires or admits, witnesseth:

WHEREAS, the party of the first part owns and has title to that real estate and real property located in Pennington County in the State of South Dakota, described as follows:

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Two North (2N), Range Seven (7) East of the Black Hills Meridian, Pennington County, South Dakota.

AND WHEREAS, the party of the second part is the owner of

Lots A, B and E of Lot One (1) of Lot B, located in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), of Section Seventeen (17), Township Two North (2N), Range Seven (7), East of the Black Hills Meridian.

AND WHEREAS, the party of the second part desires for herself, heirs and assigns an easement for a right of way over a road now existing on the property above described owned by the party of the first part.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the payment of One Dollar and other good and valuable consideration the party of the first part does hereby grant, assign and set over to the party of the second part an easement for the purpose of ingress and egress into the said above described property belonging to the party of the second part over and upon the following described portion of the above described property owned by the party of the first part, to-wit:

The North Two Hundred Sixty (260) Feet of the East Twenty-five (25) Feet of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Two North (2N), Range Seven East of the Black Hills Meridian, Pennington County, South Dakota.

The party of the first part shall fully use and enjoy all of the aforesaid premises, except as to the rights of ingress and egress granted herein, and the party of the second part hereby agrees to hold and save the said party of the first part harmless from any and all damage arising from the use of the easement, and the right of way herein granted, and agrees to maintain the way so long as it shall exist, and to hold the first party harmless for any damage that may arise by reason of the occupation, use and possession of the right of way herein granted.

To have and to hold the said easement, right, and right of way unto the party of the second part, her successors, or assigns under the specific conditions, restrictions, and considerations as follows:

- (1) This easement is granted for the specific benefit of Lots A, B and E, and shall not extend to any other real property whatsoever or to the owners of any other real property.
- (2) This easement is extended for the purpose of ingress and egress to two dwellings now constructed on the said Lots A, B and E, and is only granted for the purpose of ingress and egress to the two said dwellings.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above set forth.

PETE LIEN AND SONS, INC.

By Charles H. Lien, Pres.

BERNARD N. RICHARDS AND EMMA D. RICHARDS

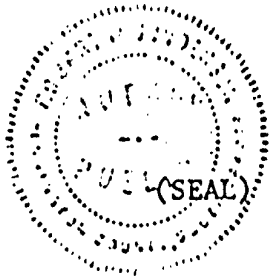
Bernard N. Richards

Emma D. Richards

STATE OF SOUTH DAKOTA, }
COUNTY OF PENNINGTON. } SS.

On this 12th day of February, 1971, before me, Robert W. Gunderson, the undersigned officer, personally appeared Charles H. Lien who acknowledged himself to be the President of Pete Lien and Sons, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.



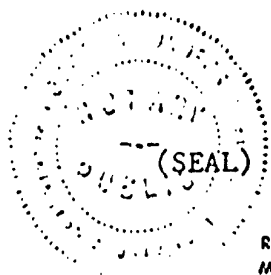
Robert W. Gunderson
Notary Public

ROBERT W. GUNDERSON—Notary Public
My Commission Expires December 31, 1973

STATE OF SOUTH DAKOTA, }
COUNTY OF PENNINGTON. } SS.

On this the 12th day of February, 1971, before me, Robert W. Gunderson, the undersigned officer, personally appeared Bernard N. Richards and Emma D. Richards known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Robert W. Gunderson
Notary Public

ROBERT W. GUNDERSON—Notary Public
My Commission Expires December 31, 1973

13456
STATE OF SOUTH DAKOTA }
COUNTY OF PENNINGTON } SS.
Filed for record this 17th day of
March 1971 at 8 o'clock
and 05...
Book 104 542 MISC
Recorded *James Robert Watson*
Duly