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Prepared by: James W. Olson

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Rapid City, SD 57709-1552

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JOINT USE AGREEMENT

#### PARTIES:

The parties to this agreement are Rapid City Columbian Club, Inc., f/k/a The Knights of Columbus Home Association, a non-profit corporation of Rapid City, South Dakota, hereinafter referred to as "Grantor" and Knights, LLC, a South Dakota limited liability company of 2834 Jackson Blvd.. Suite 202, Rapid City, South Dakota 57702, hereinafter referred to as "Grantee."

### PURPOSE:

The Grantor and the Grantee have entered into a Purchase Agreement whereby the Grantee is purchasing the following property which is herein referred to as "Grantee Property:"

Lot A of Knights of Columbus Subdivision, City of Rapid City, as shown by the plat recorded in Book 34 of Plats on Page 66 in the Office of the Register of Deeds, Pennington County, South Dakota.

The Grantor has retained the following property adjacent thereto, which is hereinafter referred to as the "Grantor Property" and is described as follows:

Lot B of Knights of Columbus Subdivision, City of Rapid City, as shown by the plat recorded in Book 34 of Plats on Page 66 in the Office of the Register of Deeds, Pennington County, South Dakota.

The foregoing properties are hereinafter collectively referred to as "Properties."

#### **GRANT OF USE:**

In consideration of this reciprocal grant, the Grantor hereby grants unto Grantee the

right for Grantee and its tenants and their invitees to use the parking lot located on the Grantor property described above.

In consideration of the grant of reciprocal easement, the Grantee hereby grants unto the Grantor the right for the Grantor and its invitees to use the parking lot of the Grantee located on the Grantee property described hereinabove.

#### MAINTENANCE:

Each of the parties acknowledge and agree that it will be responsible for the repair and maintenance of its own parking lot unless and except for damage done to the same by the other in which event the party causing the damage shall be responsible for repair of the same.

#### TERM:

This agreement shall commence upon the signing of the same by both parties and shall continue until terminated by written agreement of the parties or their successors in interest.

## PARTIES BOUND:

This agreement is intended to be appurtenant to the properties described hereinabove and shall be recorded in the Office of the Pennington County Register of Deeds as notice of the same. This agreement shall be binding upon the parties hereto and their successors and assigns.

DATED this  $10^{\frac{1}{12}}$  day of January, 2007.

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RAPID CITY COLUMBIAN CLUB, INC. F/K/A THE KNIGHTS OF COLUMBUS HOME ASSOCIATION, a non-profit corporation

By: January III.

By: 160
Its: Monson

State of South Dakota	)
	) ss:
County of Pennington	)

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On this the 16" day of Janis rry , 2007, before me, the undersigned

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officer, personally appeared DELITING F. S	who acknowledged himself to be the
of Rapid City Colu	mbian Club, Inc., a corporation, and that $\Theta$ , as
such TREASURER being authoriz	ed so to do, executed the foregoing instrument for
the purposes therein contained by signing the	e name of the corporation by 171 M SATE
as TREMURER	
IN WITNESS WHEREOF I hercunto	set my hand and official)seal.
and the same of th	
GREGORY N. WICK 😪	Notary Public, South Dakota
NOTARY PUBLIC TI	My Commission Expires:
(SEAE) State of South Dakota	My Commission Expires
" many gothermagness and the weapth and the many than a separation of the same	June 27, 2007
State of South Dakota )	
) ss:	
County of Pennington )	
menuses of Knights, LLC, a	who acknowledged himself to be the limited liability company, and that HE, as such to do, executed the foregoing instrument for the me of the company by himself.
IN WITNESS WHEREOF I hereunto	set my hand and official (a)
Therefore Therefore	see my nada and official seat.
GREGORY N. WICK S	Notary Public, South Dakota
(SEAT) NOTARY PUBLIC TI	My Commission Expires:
State of South Dakota	My Commission Expires June 27, 2007

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