

PREPARED BY:

BENNETT MAIN GUBBRUD & WILLERT, P.C.
618 State Street
Belle Fourche, SD 57717
605-892-2011

ACCESS AND PIPELINE EASEMENT AGREEMENT

This Access and Pipeline Easement Agreement is made and entered into by and between **BC REALTY LLLP** ("Grantor"), of 20622 Fort Meade Way, Buffalo Chip, SD 57785 and **TOWN OF BUFFALO CHIP** ("Grantee"), of 20603 132nd Ave., Buffalo Chip, SD 57785. The foregoing parties shall be referred to collectively herein as the "parties".

RECITALS

1. Grantor owns the following described real property in Meade County, South Dakota:

Township 5 North, Range 6 East, B.H.M., Meade County, SD:
Section 4: W $\frac{1}{2}$ SW $\frac{1}{4}$.

This land will be hereinafter referred to as "Grantor's property".

2. Grantee operates a sewer pipeline and sewage lagoon upon the Grantor's property.
3. The parties desire to establish an access and pipeline easement over the Grantor's property for the benefit of the Grantee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a nonexclusive right-of-way easement on, over and across Grantor's property which is 30' in width (15' to each side of the centerline) on what is popularly known as Darwin Brink Street for ingress to and egress from the sewage lagoon to 206th St. (Alkali Road) to the south or 132nd Ave. to the north. Grantor also grants to Grantee a 20' wide easement on, in, over and across the Grantor's property (10' to each side of the as-constructed location) for the purpose of laying, installing, maintaining, repairing, replacing, using and improving a

sewage pipeline to transport sewage to the aforementioned sewage lagoon located on the Grantor's property.

2. Maintenance. Grantee shall be solely responsible for the repair, maintenance and improvement of the easement right-of-way. Grantee agrees that any repair, maintenance or improvement will be done in a workmanlike manner. Grantor has no duty and is under no obligation to repair, maintain or improve the easement right-of-way.

Grantee shall use and maintain the pipeline and all its appurtenances in a good and safe condition and will promptly reclaim and repair any damages caused to the Grantee's land by the use or maintenance of the pipeline.

3. Indemnification. Grantee shall indemnify and hold Grantor, its successors and assigns harmless from any and all damages, loss, liability, injury or claim to persons or property arising out of the use, operation, improvement, maintenance or repair of the access right-of-way or pipeline by the Grantee, its employee, agents, guests or invitees. This Indemnification shall include costs and attorney fees that the Grantor or its successors and assigns may incur to enforce the terms on this easement or this indemnification provision.

4. Termination of Easement. This Agreement shall automatically expire if the Town of Buffalo Chip is dissolved or nullified by judicial decree or judgment.

5. Binding Effect. This Agreement shall be binding on the parties hereto, their successors and assigns.

6. Recording. The Grantee may cause this Agreement to be recorded in the Office of the Meade County Register of Deeds.

DATED this ___ day of _____, 2019.

GRANTOR:

BC REALTY LLLP

DAYMON WOODRUFF, Manager

DATED this ____ day of _____, 2019.

GRANTEE:

TOWN OF BUFFALO CHIP

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
) ss.
County of Meade)

On this the day ____ of _____, 2019, before me, the undersigned officer, personally appeared **DAYMON WOODRUFF**, who acknowledged himself to be the manager of, **BC REALTY LLLP**, a partnership, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a manager.

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

Notary Public
My Comm. Exps.: _____

STATE OF SOUTH DAKOTA)
) ss.
County of Meade)

On this the day ____ of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the TOWN OF BUFFALO CHIP, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the town by himself as a _____.

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

Notary Public
My Comm. Exps.: _____