

15th May 1990

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS
 FILED THIS 31 DAY OF May 1990
 168-170
 DEPUTY CLERK

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 31 day of May, 1990, by and between JANNA M. MAUSOLF, a single person, hereinafter referred to as First Party, and HOWARD L. QUAIL and DARLENE E. QUAIL, hereinafter referred to as Second Parties, both Parties being of the County of Brookings, State of South Dakota.

RECITALS

The Parties recite and declare:

- A. The Parties have an interest in adjoining real estate situated in the County of Brookings, State of South Dakota, and described respectively as follows:
 - 1. That First Party is the owner of the following described real property:

The East Seventy-Two (E 72') Feet of the West Two Hundred Thirty-Seven (W 237') Feet of the North Three Hundred (N 300') Feet (Except Lots H-2, H-3 and H-4) in the Northwest Quarter (NW 1/4) of Section Twenty-Eight (28), Township One Hundred Ten (110) North, Range Forty-Nine (49) West of the 5th P.M., County of Brookings, State of South Dakota.
 - 2. That Second Parties are the owners of the following described real property:

The East Seventy-Six and One-Half (E 76 1/2') Feet of the West Nineteen (W 19 rds) Rods of the North Three Hundred (N 300') Feet, excluding H-2, H-3 and H-4 in the Northwest Quarter (NW 1/4) of Section Twenty-Eight (28), Township One Hundred Ten (110) North, Range Forty-Nine (49) West of the 5th P.M., County of Brookings, State of South Dakota.
- B. That there presently exists on the said properties a septic system, including a drain field, capable of servicing both properties; that neither of the Parties is certain of the exact location of the existing septic system, including the drain field, and that it is believed to be partially upon each of the properties of the Parties.

C. That the Parties desire to enter into a common septic system easement between the above described properties for the benefit of each of them, regardless of where such existing septic system is located.

THE PARTIES AGREE AS FOLLOWS:

That First Party hereby grants a common septic system easement in favor of Second Parties' above described property over and to the septic system as it now exists upon the property of the First Party as above described.

That Second Party hereby grants a common septic system easement in favor of First Party's above described property over and to the septic system as it now exists upon the property of the Second Parties as above described.

Each Party, their successors and assigns, shall have a right to use such septic system, including drain field as it now exists upon the properties of the Parties; however, each Party and their respective successors and assigns, shall be responsible for One-Half (1/2) of all costs for the maintenance and repairs to such septic system.

The easement created by this Agreement is superior and paramount to the rights of either of the Parties to this Agreement in the respective servient estates so created, and the Parties further agree that it is a covenant that shall run with the land.

Dated this 31 day of May, 1990.

Janna M. Mausolf Janna M. Mausolf, First Party
Howard L. Quail Howard L. Quail, Second Party
Darlene E. Quail Darlene E. Quail, Second Party

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS)
SS)

On this the 31st day of May, 1990, before me, Janna M. Mausolf, known to me or personally appeared JANNA M. MAUSOLF, the undersigned officer, to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

My commission expires: _____
Notary Public - South Dakota

04-17-92

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF BROOKINGS)

On this the 31 day of May, 1990,
before me, Carol J. Holm, the undersigned officer,
personally appeared HOWARD L. QUAIL and DARLENE E. QUAIL, 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.

My commission expires:

04-17-92

Carol J. Holm
Notary Public - South Dakota