

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS
 FILED THIS 5th DAY OF MAY 1922 AT 11:50 O'CLOCK A.M.
 BOOK 156 PAGE 885-888
 BY *[Signature]*
 REGISTER OF DEEDS



THIS AGREEMENT, by and between REX AND GAIL COLLINS, husband and wife, of Aurora, South Dakota, hereinafter referred to as "Grantors" and HOWARD QUAIL, of Brookings, South Dakota, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, Grantee is the record owner of certain real estate described as follows, to wit:

TRACT I

The East Seventy-six and Five Tenths Feet (E 76.5') of the West Nineteen (W 19) Rods of the North Three Hundred Feet (N 300') thereof, EXCEPT Lots H-2, H-3 and H-4 thereof, of 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., Brookings County, South Dakota

AND

The East One Hundred Forty-eight and Five Tenths Feet (E 148.5') of the West Nineteen (W 19) Rods, of the Northwest Quarter (NW 1/4), EXCEPT the North Three Hundred Feet (N 300') thereof, of Section Twenty-eight (28), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota

TRACT II

The West One Hundred Sixty-five Feet (W 165') of the West Nineteen (W 19) Rods of the Northwest Quarter (NW 1/4), EXCEPT the North Three Hundred Feet (N 300') thereof, of Section Twenty-eight (28), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota

WHEREAS, a fence and a shed owned by the Grantee cross over onto land owned by the Grantors, as shown on the attached Title Insurance Drawing, and

WHEREAS, the parties have agreed that the Grantors shall convey to the Grantee an easement to permit Grantee to utilize the fence and the shed in their present locations,

NOW THEREFORE, it is legally agreed as follows:

I.

Grantors grant to Grantee and his successors and assigns, the right to free and uninterrupted use, liberty, privilege and easement to utilize the fence and shed serving the above described property of the Grantee. This easement shall continue for the life of the fence and shed as they now exist and shall constitute a covenant and easement running with the land for the benefit of the Grantee, their successors and assigns.

II.

In the event the fence and or shed are destroyed by fire, explosion or an act of God, this easement and covenants shall terminate. In the event the fence or shed are damaged or require maintenance but are not destroyed, by a fire, explosion, act of God, or as a result of the wear and tear, the fence or shed may be repaired. In the event that the fence and/or shed are in such a state of disrepair that complete reconstruction is necessary, said reconstruction shall take place within the legal boundaries of the Grantee's property and all covenants and easements shall become null and void.

III.

Grantees and their successors and assigns shall have the right of ingress and egress for the purposes set forth in this easement and to maintain and mow around the fence and shed.

IN WITNESS THEREOF, the parties have hereunto set their hand on this 7th day of MARCH, 1999.

Rex Collins
Rex Collins, Grantor

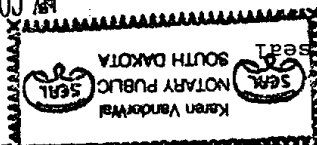
Gail Collins
Gail Collins, Grantor

Howard L. Quail
Howard L. Quail, Grantee

H L. Q.

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS)
) SS
) *Wanda*
On this the 4th day of March, 1999, before me, *Wanda*, the undersigned officer, personally appeared Rex Collins and Gail Collins, 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.

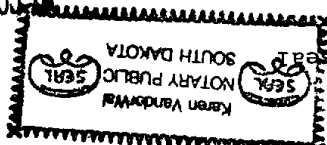
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My commission expires 07-20-2001.
Notary Public, State of South Dakota) SS

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS)
) SS
) *Wanda*
On this the 4th day of March, 1999, before me, *Wanda*, the undersigned officer, personally appeared Howard Quail, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



My commission expires 07-20-2001.
Notary Public, State of South Dakota) SS

Prepared By: Burlage - Peterson Realty
317 4th St.
Brookings, SD 57006

Dakota Abstract
Brookings SD

Seller: Howard L. Quail
Buyer: Rachel Nelson

The East Seventy-six and Five Tenths (N 76.5') Feet of the West Nineteen (N 19') Rods of the North Three Hundred (N 300') Feet thereof, EXCEPT Lots N-3, N-3 and N-4 thereof, of the Northwest One-Fourth (NW 1/4) of Section Twenty-eight (28), Township One Hundred Two (110) North, Range Forty-nine (49) West of the Fifth Principal Meridian, County of Breckings, State of South Dakota; and

The East One Hundred Forty-eight and Five Tenths (N 148.5') Feet of the West Nineteen (19) Rods of the Northwest One-Fourth (NW 1/4), EIGHTEEN North Three Hundred (N 300') Feet thereof, of Section Twenty-eight (28), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the Fifth Principal Meridian, County of Brookings, State of South Dakota

The West One Hundred Sixty-five (W 165') Feet of the West Nineteen (W 19') Rods of the Northwest One-fourth (NW 1/4) EXCEPT the North Three Hundred (N 300') Feet thereof, all in Section Twenty-eight (28), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the Fifth Principal Meridian, County of Brookings, State of South Dakota

NOTE: Fences do not appear to be on property lines, a detailed boundary Survey must be completed to locate exact.

NOTE: Field work performed to determine approximate location of structures on lot. A detailed field survey must be completed to determine and verify the exact location of property corners and property lines.

Wayne R. Haug, PE & LS
WRH Date Rev. 1-3-99
Added Tract I & II
& Lots H2, H3 & H4

