SHARED DRIVEWAY ACCESS AND MAINTENANCE AGREEMENT

WHEREAS, Leila Kruse, acting by and through LuAnn Thompson, her attorney-in-fact under Power of Attorney, hereafter referred to as "Seller", is the owner of the following described property, commonly known as 16960 485th Ave, Revillo, SD 57259, hereafter referred to as the "Acreage":

> Kruse Second Addition, located in the Southwest Quarter (SW1/4) of Section Twenty (20), Township One Hundred Seventeen (117) North, Range Forty-seven (47) West of the 5th P.M., Deuel County, South Dakota; 20.26 ± Acres;

WHEREAS, the surrounding land in the SW1/4 of said Section 20, including the grain bin site, is not part of the Acreage, and the owner of that surrounding land, whoever that may be now or in the future, is hereafter referred to as the "Surrounding Landowner";

WHEREAS, the plat of Kruse Second Addition prepared by Mack Land Surveying, LLC, dated June 2026, shows a 25-foot ingress and egress easement centered on the existing driveway from 485th Avenue, hereafter referred to as the "Shared Driveway", which serves both the Acreage and the grain bin site; and

WHEREAS, the Acreage is being sold at public auction on November 19, 2026, and the parties desire to set out the rights and responsibilities of the owner of the Acreage and the Surrounding Landowner for the use and upkeep of the Shared Driveway.

NOW, THEREFORE, the parties agree as follows:

1. **Access.** The owner of the Acreage and the Surrounding Landowner, and their tenants, operators, and invitees, shall each have a non-exclusive right to use the Shared Driveway for ingress and egress. No party shall block or obstruct the Shared Driveway.
2. **Snow Removal.** The owner of the Acreage shall be solely responsible for snow removal on the Shared Driveway, at its own expense.
3. **Damage and Repair.** If the Shared Driveway is damaged by any party, or by anyone using it on that party's behalf, the party responsible for causing the damage shall repair it at its own expense, including furnishing any fill necessary to restore the Shared Driveway to its prior condition.
4. **Routine Maintenance.** Routine maintenance of the Shared Driveway not caused by damage shall be the responsibility of the Surrounding Landowner from 485th Avenue to the entrance of the grain bin site, and the responsibility of the owner of the Acreage from the entrance of the grain bin site to the residence on the Acreage.
5. **Binding Effect.** This Agreement shall run with the land and be binding upon and benefit the parties and their heirs, successors, any future owners, and assigns.

SELLER:

LuAnn Thompson
Leila Kruse, by LuAnn Thompson, Power of Attorney

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF Deuel)

On this, the 12th day of November, 2026, before me, the undersigned officer, personally appeared LuAnn Thompson, attorney-in-fact for Leila Kruse, known to me or satisfactorily proven to be the person whose name is subscribed 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.

Nolan Hansen
Notary Public, South Dakota

(SEAL)

NOLAN HANSEN
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires Jan. 25, 2030