

Prepared by:  
R. R. Gerlach  
Attorney at Law  
310 N. Main  
PO Box 544  
Salem, SD 57058-0544  
(605) 425-2911

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HANSON COUNTY REGISTER OF DEEDS, STATE OF SD  
RECORDED 12/29/2022 AT 10:25 AM, BOOK 6E, PG 26-30

REG: ✓  
IND: ✓  
G: ✓  
GEE: ✓  
COMP: ✓

*Debra D. Zens*  
Debra D. Zens, REGISTER OF DEEDS



### EASEMENT

We, Marcelle E. Wolf, a single person, hereinafter referred to as "Wolf" and Ryan Hoffman and Julie Hoffman, husband and wife, hereinafter referred to as "Hoffman", upon mutual and agreed upon consideration of drainage which will benefit second party's property by locating, establishing, constructing and maintaining a certain drainage tile to be laid upon the land owned by Wolf. Wolf hereby grants and imposes and agrees to a temporary and permanent easement which shall run through certain parcels of land owned by Wolf.

As of the date of this agreement the respective owners of the parcels are as follows:

Wolf:

The Northwest Quarter (NW1/4) of Section 26, Township 104 North, Range 58, West of the 5<sup>th</sup> P.M., Hanson County, South Dakota; and

The North Half of the Southwest Quarter (N1/2SW1/4) of Section 26, Township 104 North, Range 58, West of the 5<sup>th</sup> P.M., Hanson County, South Dakota.

Hoffman:

The Southeast Quarter (SE1/4) of Section 23, Township 104 North, Range 58, West of the 5<sup>th</sup> P.M., Hanson County, South Dakota.

The route and course of the drain tile will begin on Hoffman's property above described and will travel south along or close to the half mile fence line of Wolf's property and will empty into the blue stream.

If at any time in the future Wolf and/or the owners of the property described as:

The Northeast Quarter (NE1/4) of Section 26, Township 104 North, Range 58, West of the 5<sup>th</sup> P.M., Hanson County, South Dakota; and

The North Half of the Southeast Quarter (N1/2SE1/4) of Section 26, Township 104 North, Range 58, West of the 5<sup>th</sup> P.M., Hanson County, South Dakota,

desire to install drain tile on their property, they shall be allowed to tap into the drain tile line Hoffman is installing through Wolf's property, which drain tile is 18" in diameter.

A temporary easement is hereby granted by the first party hereto fifty feet (50') in width along the fence line of her property which is for the placement of the tile and use of equipment necessary for placement thereof.

After the drainage tile has been laid a permanent easement is hereby granted which shall be twenty feet (20') in width which will be ten feet (10') wide on each side of the center line of said drainage tile for future repair and maintenance of said drainage tile. This easement includes right of entry upon and passage over the above described property for construction, maintenance and repair.

It is further understood and agreed that Wolf shall not be obligated for any cost of this drainage project and that all costs shall be paid by Hoffman.

It is further agreed by the parties hereto that if any party to this agreement causes damage to the main line or lines by their own neglectful acts that said party will be responsible for the cost of repair. However, if repair or maintenance is necessary other than by the neglectful act of any party, that Hoffman will pay the cost thereof and will pay for any crop damage done, and Hoffman will be responsible to reimburse Wolf for the determined amount of damage done.

This instrument and the covenants and agreements contained in this agreement shall inure to the benefit of and be binding and applicatory upon the heirs, executors, administrators, successors and assigns of the respective parties. In witness whereof each party causes this instrument to be executed on the date indicated below.

Dated this 14<sup>th</sup> day of December, 2022.

Marcelle E. Wolf  
Marcelle E. Wolf

\_\_\_\_\_  
Ryan Hoffman

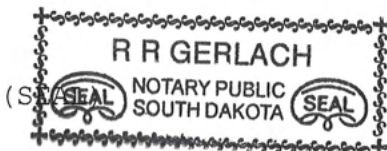
\_\_\_\_\_  
Julie Hoffman

STATE OF SOUTH DAKOTA)

COUNTY OF McCook :SS

On this the 14 day of Dec, 2022, before me, [Signature], the undersigned officer, personally appeared Marcelle E. Wolf, 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.



[Signature]  
Notary Public - South Dakota  
My commission expires: 11-3-27