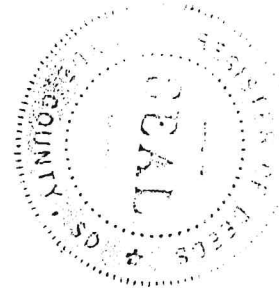


COPY

Prepared by:  
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**Book: 33 MS Page: 154 Doc: 20130078**  
**Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00**  
**Filed for record on 3/6/2013 at 3:15 PM**

Connie Konrad, Register of Deeds

*Connie Konrad*

By \_\_\_\_\_, Deputy

WELL AND WATERLINE EASEMENT AGREEMENT

\*\*\*\*\*

Durward Ratzlaff of 20725 336<sup>th</sup> Avenue, Highmore, South Dakota 57345, in consideration of One Dollar (\$1.00), receipt of which is acknowledged, is the owner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-six (26) and the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27) in Township One Hundred Eleven (111) North, Range Seventy-two (72), West of the 5<sup>th</sup> P.M., County of Hyde, State of South Dakota, and aware of the benefits of maintaining a certain well and water line under the responsibility and supervision of Durward Ratzlaff, as hereinafter described, does hereby convey and release to:

Elroy Ratzlaff and Donita Ratzlaff, husband and wife, of 20650 335<sup>th</sup> Avenue, Highmore, South Dakota 57345, owners of the West Half (W $\frac{1}{2}$ ) of Section Twenty-seven (27) in Township One Hundred Eleven (111) North, Range Seventy-two (72), West of the 5<sup>th</sup> P.M.;

Alvin Gibson of 417 Parker Avenue SW, Highmore, South Dakota 57345, owner of a life tenancy interest; Anna Mae Ryan of 1325 Sun Court, Lancaster, California 93535; Sharon K. Wilson of 108 East St. Andrews Drive, Sioux Falls, South Dakota 57108, and Gary Gibson of 20611 334<sup>th</sup> Avenue, Highmore, South Dakota 57345, owners of the remainderman interest; of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-eight (28) in Township One Hundred Eleven (111) North, Range Seventy-two (72), West of the 5<sup>th</sup> P.M.; and

Allen Gibson and DeVandolyn M. Gibson, husband and wife, of 20643 335<sup>th</sup> Avenue, Highmore, South Dakota 57345, owners of the Northeast Quarter (NE $\frac{1}{4}$ ), less the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), of Section Twenty-eight (28) in Township One

Hundred Eleven (111) North, Range Seventy-two (72), West of the 5<sup>th</sup> P.M.; an easement and right of way to a certain well and water line, hereinafter more particularly designated and described, over and across land owned by Durward Ratzlaff and situated in the County of Hyde, State of South Dakota, as shown by the attached map marked as Exhibit "A" which is incorporated herein, and more particularly described as follows:

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-six (26) and the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-seven (27) in Township One Hundred Eleven (111) North, Range Seventy-two (72), West of the 5<sup>th</sup> P.M.

The parties hereto agree and understand that Elroy Ratzlaff owns the W $\frac{1}{2}$  of 27-111-72 and that Elroy Ratzlaff will be allowed to install a waterline from Durward Ratzlaff's water tank located in the middle of the above described NE $\frac{1}{4}$  of 27 west to the middle of the described NW  $\frac{1}{4}$  of 27 to a water tank to be installed by Elroy Ratzlaff as well as a waterline south to a water tank to be installed by Elroy Ratzlaff in the north part of the described SW $\frac{1}{4}$  of 27 as shown by the attached aerial map marked as Exhibit "B" which is incorporated herein.

The parties further acknowledge and agree that Alvin Gibson, Anna Mae Ryan, Sharon K. Wilson, and Gary Gibson own the NW $\frac{1}{4}$  of 28-111-72 and that Allen Gibson owns the NE $\frac{1}{4}$  of 28-111-72 and that Gibson's will be allowed to install a waterline from Elroy Ratzlaff's water tank that is to be installed in the middle of the described NE $\frac{1}{4}$  of 27 west to a water tank to be installed by Allen Gibson in the middle of the above described NE $\frac{1}{4}$  of 28 and proceeding west by a waterline to be installed by Alvin Gibson to a water tank to be installed by Alvin Gibson in the middle of the described NW $\frac{1}{4}$  of 28 which shall over flow by a waterline to be installed by Allen Gibson to a nearby dugout in the described NW $\frac{1}{4}$  of 28 as shown by the attached aerial map marked as Exhibit "C" which is incorporated herein.

The present and existing well on the described Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-six (26) in Township One Hundred Eleven (111) North, Range Seventy-two (72), shall be repaired and maintained by the party who does the repair and maintenance on said well. However, none of the parties to this agreement shall be required to repair said well in the event said well quits working. As to the repair and maintenance of the waterlines, the parties hereto agree and acknowledge that the repair and maintenance of the waterlines as shown on the attached Exhibit "A" shall be the responsibility

of Durward Ratzlaff; that the repair and maintenance of the waterlines as shown on the attached Exhibit "B" shall be the responsibility of Elroy and Donita Ratzlaff and that the repair and maintenance of the waterlines as shown on the attached Exhibit "C" to the water tank in the NE¼ of Section 28 shall be the responsibility of Allen Gibson, and that the repair and maintenance of the waterlines as shown on Exhibit "C" from the water tank in the NE¼ of Section 28 to the water tank in the NW¼ of Section 28 and onto the dugout shall be the responsibility of Alvin Gibson, Anna Mae Ryan, Sharon K. Wilson and Gary Gibson..

The right of way hereby conveyed and released is for the sole purpose of said well and waterline over and across the above described NW¼ of 26-111-72 and NE¼ of 27-111-72 and the need for such waterline has been determined by the said landowners, with the route and course of the said waterline running in a westerly direction across the described NW¼ of 26 and to the point where it now ends in the NE¼ of 27. All parties are in agreement that it is to their benefit to extend this waterline across the described W½ of Section 27 and the described N½ of Section 28 as set forth herein, to four additional water tanks; (two located in the W½ of Section 27 and two located in the N½ of Section 28); as shown by the attached USDA/NRCS aerial maps marked as Exhibits "A", "B", and "C" which are attached and made a part hereof.

In further consideration, the parties shall have access to said waterline and use of water, if Durward Ratzlaff's well is functioning and there is sufficient water supply for both Durward Ratzlaff and the other parties' uses. If the well in the NW¼ of 26-111-72 goes bad or water pressure drops to less than 30 gallons per minute, then Durward Ratzlaff shall be allowed to shut off the water to said remaining parties and their water tanks without any liability or penalty to Durward Ratzlaff.

The easement described herein is to and shall run with the land, and shall be for the benefit and use of Elroy Ratzlaff and Donita Ratzlaff, husband and wife; Alvin Gibson; Anna Mae Ryan; Sharon K. Wilson; Gary Gibson; Allen Gibson and DeVandolyn M. Gibson, husband and wife; their heirs, assigns and successors.

14<sup>th</sup> In witness whereof, we have hereunto set our hands this  
day of December, 2012.

Durward Ratzlaff  
Durward Ratzlaff

Elroy Ratzlaff  
Elroy Ratzlaff

Donita Ratzlaff  
Donita Ratzlaff

Alvin C. Gibson  
Alvin Gibson

Anna Mae Ryan  
Anna Mae Ryan

Sharon K. Wilson  
Sharon K. Wilson

Gary L. Gibson  
Gary Gibson

Allen Gibson  
Allen Gibson

DeVandolyn M. Gibson  
DeVandolyn M. Gibson

STATE OF SOUTH DAKOTA )  
COUNTY OF ~~HYDE~~ *HAND* ) ss.  
 )

On this the 14th day of December, 2012, before me, the undersigned officer, personally appeared Durward Ratzlaff, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

My Commission Expires:  
(SEAL)

~~Notary Public~~

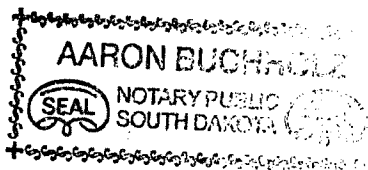
STATE OF SOUTH DAKOTA )  
COUNTY OF HYDE ss. )

On this the 14<sup>th</sup> day of December, 2012, before me, the undersigned officer, personally appeared Elroy Ratzlaff and Donita Ratzlaff, husband and wife, 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 purpose therein contained.

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

My Commission Expires: 12-29-15  
(SEAL)

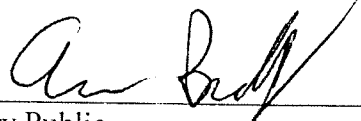
Notary Public



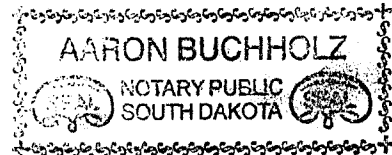
STATE OF SOUTH DAKOTA     )  
  ) ss.  
COUNTY OF HYDE             )

On this the 14 day of December, 2012, before me, the undersigned officer, personally appeared Alvin Gibson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

  
\_\_\_\_\_  
Notary Public


My Commission Expires: 12-29-15  
(SEAL)



STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF Los Angeles     )

On this the 19 day of ~~December, 2012~~ <sup>January 2013</sup>, before me, the undersigned officer, personally appeared Anna Mae Ryan, 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 purpose therein contained.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
(SEAL) 9/14/2015



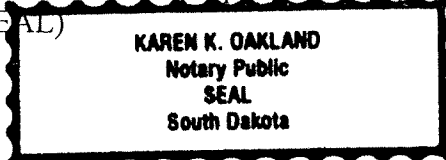
STATE OF SOUTH DAKOTA     )  
  ) ss.  
COUNTY OF MINNEHAHA     )

On this the 14<sup>th</sup> day of December, 2012, before me, the undersigned officer, personally appeared Sharon K. Wilson, 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 purpose therein contained.

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

Karen K Oakland  
Notary Public

My Commission Expires: 10/04/16  
(SEAL)



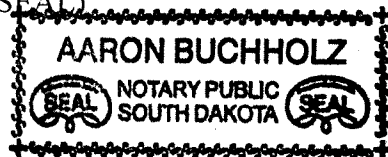
STATE OF SOUTH DAKOTA     )  
  ) ss.  
COUNTY OF HYDE             )

On this the 14 day of December, 2012, before me, the undersigned officer, personally appeared Gary Gibson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

Aaron Buchholz  
Notary Public

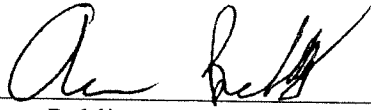
My Commission Expires: 12-21-15  
(SEAL)



STATE OF SOUTH DAKOTA     )  
  ) ss.  
COUNTY OF HYDE            )

On this the 14 day of December, 2012, before me, the undersigned officer, personally appeared Allen Gibson and DeVandolyn M. Gibson, husband and wife, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 12-29-15  
(SEAL)

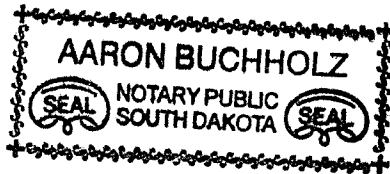




EXHIBIT "A"

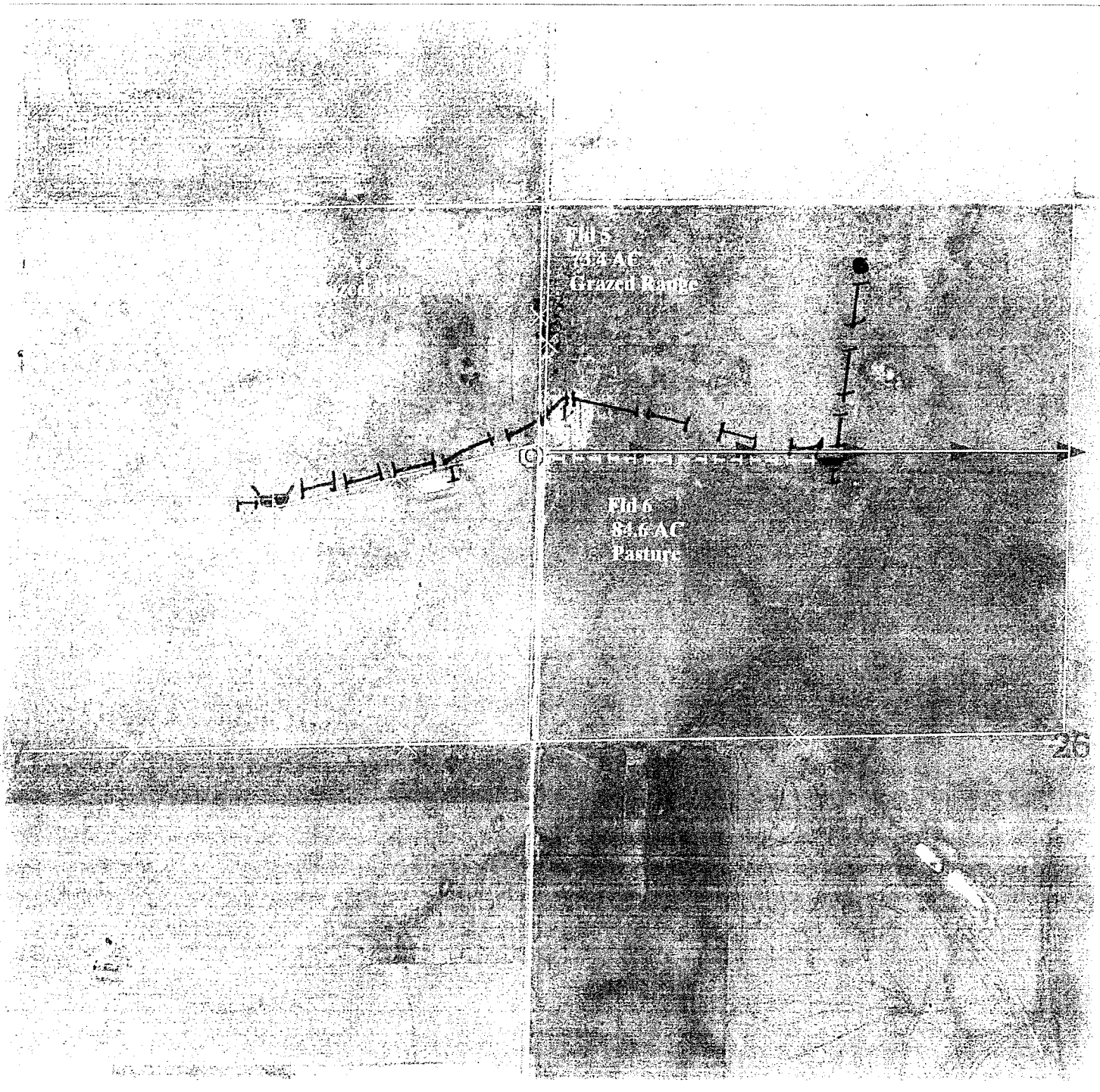
# EQIP 2005

DURWARD RATZLAFF

Date: 01/28/2005

NRCS

Laura Anderson, SCT



Planned Land Units

Planned Tanks

Planned Well

Planned Pipeline

Planned Fence

Existing Fence

## Legend



1000 0 1000 2000 Feet

111-72

# EXHIBIT "B"

## Plan Map Grazing Land

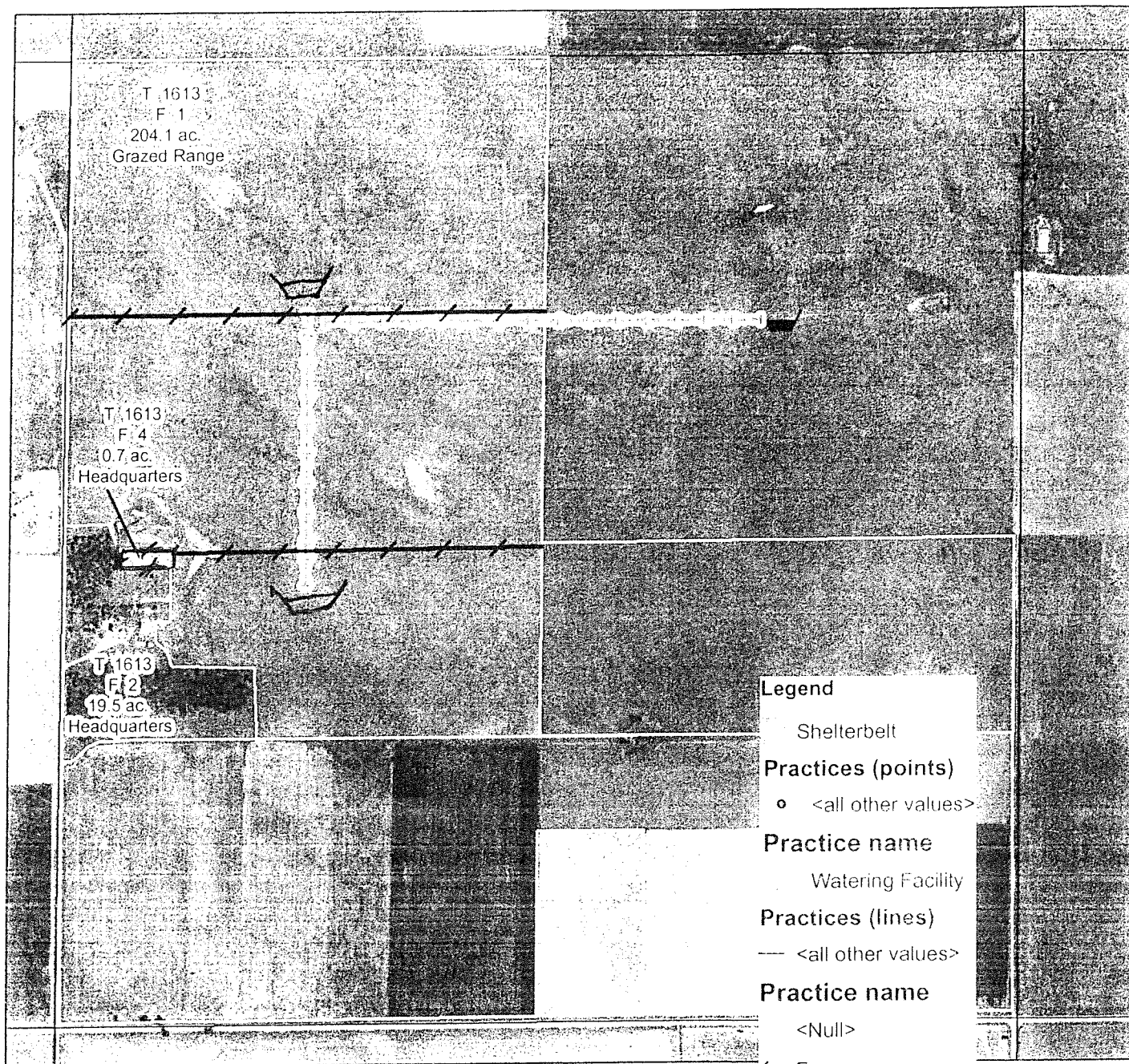
Customer(s): ELROY RATZLAFF

Field Office: HIGHMORE SERVICE CENTER

Agency: USDA/NRCS

Assisted By: LAURA ANDERSON

Legal Description: 27-111-72



450 0 450 900 1,350 1,800 Feet



# Plan Map

## EQIP 746740120YA

Customer(s): ALLEN GIBSON

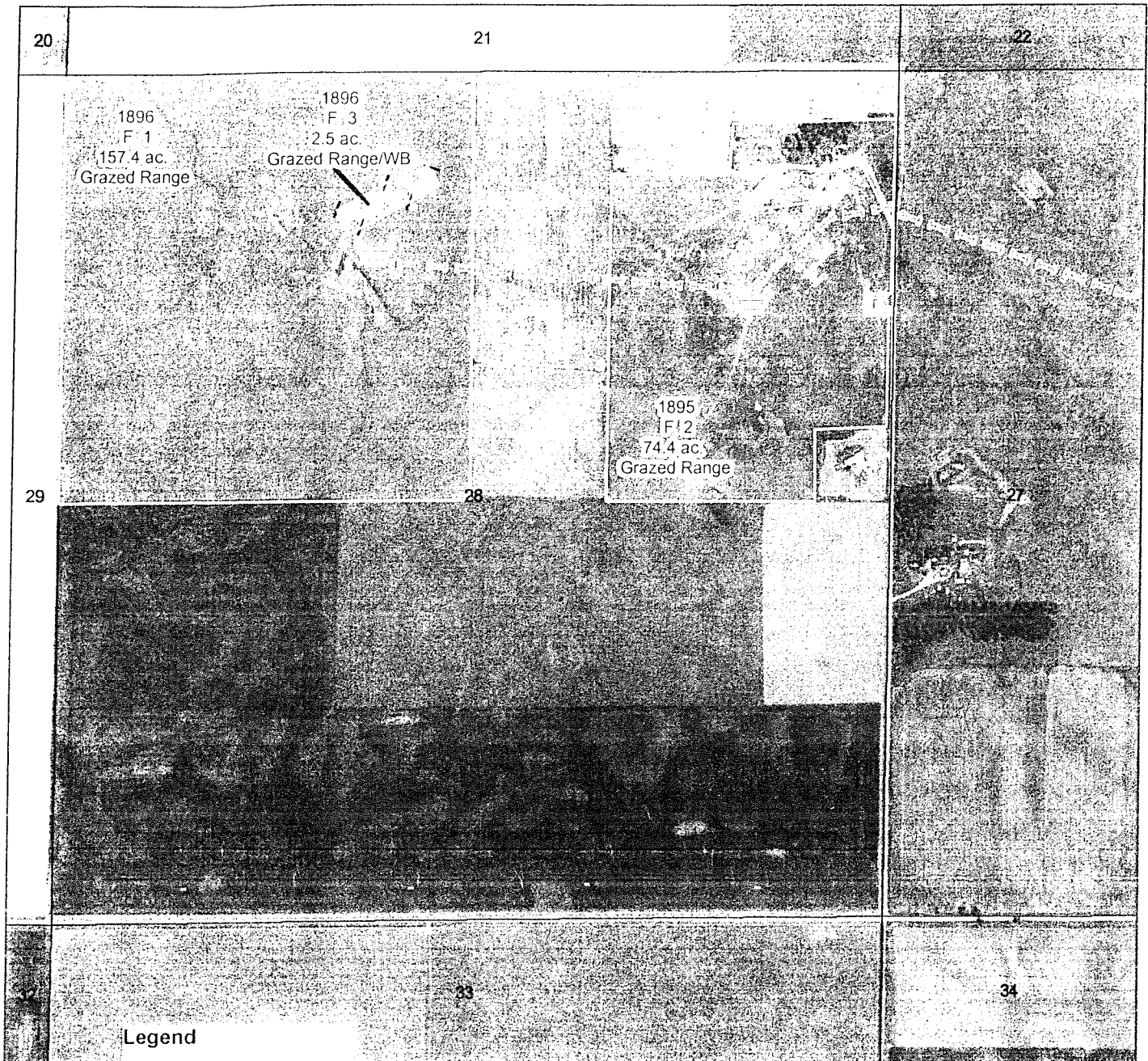
District: HYDE COUNTY CONSERVATION DISTRICT

Field Office: HIGHMORE SERVICE CENTER

Agency: NRCS

Assisted By: LAURA ANDERSON

Legal Description: N1/2 28-111-72

**Legend**

EQIP\_2011

Practices (points)

**Practices (lines)****Practice name**

/ Fence

Pipeline

Practices (polygons)

Sections

