

EASEMENT FOR USE OF  
COUNTY ROAD RIGHT-OF-WAY

THIS EASEMENT AGREEMENT is made and entered into between BROOKINGS COUNTY, SOUTH DAKOTA, a South Dakota public corporation (hereinafter "County") and Old Tree Farms, (hereinafter "Easement Tenant".)

RECITALS:

WHEREAS, Easement Tenant, operates a Concentrated Animal Feeding Operation, located in Section 13 to 11, Township 109 N, Range 51 W, Brookings County, South Dakota; and DS10 Township.

WHEREAS, as part of its manure disposal system, Easement Tenant uses hoses or pipe to transport manure to other locations for purposes of treatment or disposal; and

WHEREAS, Easement Tenant desires to place one of its manure hoses or pipes across the right-of-way and under the road surface of Brookings County Road 216 St (12) at the location as shown in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, County is willing to grant to Easement Tenant an Easement for the use of such right-of-way for such purposes on the terms and conditions as hereafter set forth.

THEREFORE, in consideration of the mutual agreements herein set forth, the Parties agree as follows:

1. County does hereby grant to Easement Tenant the non-exclusive right to use the Brookings County Road (12) 216 St right-of-way for the purposes of placing a manure disposal hose or pipe at the location identified in Exhibit "A" under the following conditions:
  - a. The exact location and manner of placing the culvert for such manure hose or pipe shall be as approved by the Brookings County Highway Superintendent;
  - b. The culvert shall be a minimum size of 12";
  - c. The culvert shall be ( bored under) ( trenched under) the road surface;
  - d. The Easement Tenant shall pay all costs for the installation of such culvert and manure hose or pipe;
  - e. The culvert and manure hose or pipe shall be placed so as to prevent the manure from entering areas of drainage and the culvert shall be sloped so that the manure will flow to one end in the event of a leak;
  - f. The Easement Tenant shall at all times at its sole cost properly maintain the manure hose of pipe and culvert so as to prevent leaks;
  - g. The Easement Tenant or agent acting on behalf of the Easement Tenant shall inspect the manure hoses or pipes and culvert on a daily basis while land application of wastewater or manure is occurring. This inspection is to ensure that the manure hoses or pipes are not leaking and runoff from the land application site and irrigation system is not occurring. If a discharge or leaks are found where process wastewater or manure is reaching any surface waters of the state or flowing onto property not owned by the Easement Tenant or not included in the nutrient management plan, the Easement



Such insurance shall name County as an additional insured with regard to Tenant's use of the Easement

- 7. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understanding, agreements, promises, or other undertakings by and among the parties. This agreement may not be modified or amended, nor any right thereunder waived, other than by a written document signed by all parties.
- 8. This agreement shall be governed by, interpreted and construed in accordance with the laws of South Dakota. The venue of any suit or arbitration arising under this Agreement shall be in Brookings, Brookings County, South Dakota.
- 9. Nothing herein shall be construed to constitute or establish any type of joint venture, partnership, or any other type of legal relationship between the parties relating to such manure pipe and culvert.



Initial Approval (Brookings County Highway Superintendent)

5-14-19

Date

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BROOKINGS COUNTY, SOUTH DAKOTA EASEMENT TENANT  
A Governmental Corporation

By: \_\_\_\_\_

Chairperson  
Brookings County Board  
Of County Commissioners

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Brookings County Auditor

STATE OF SOUTH DAKOTA )

)

COUNTY OF BROOKINGS )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_, of the County of Brookings, State of South Dakota, known  
to me or satisfactorily proven to be the person described in the foregoing instrument and



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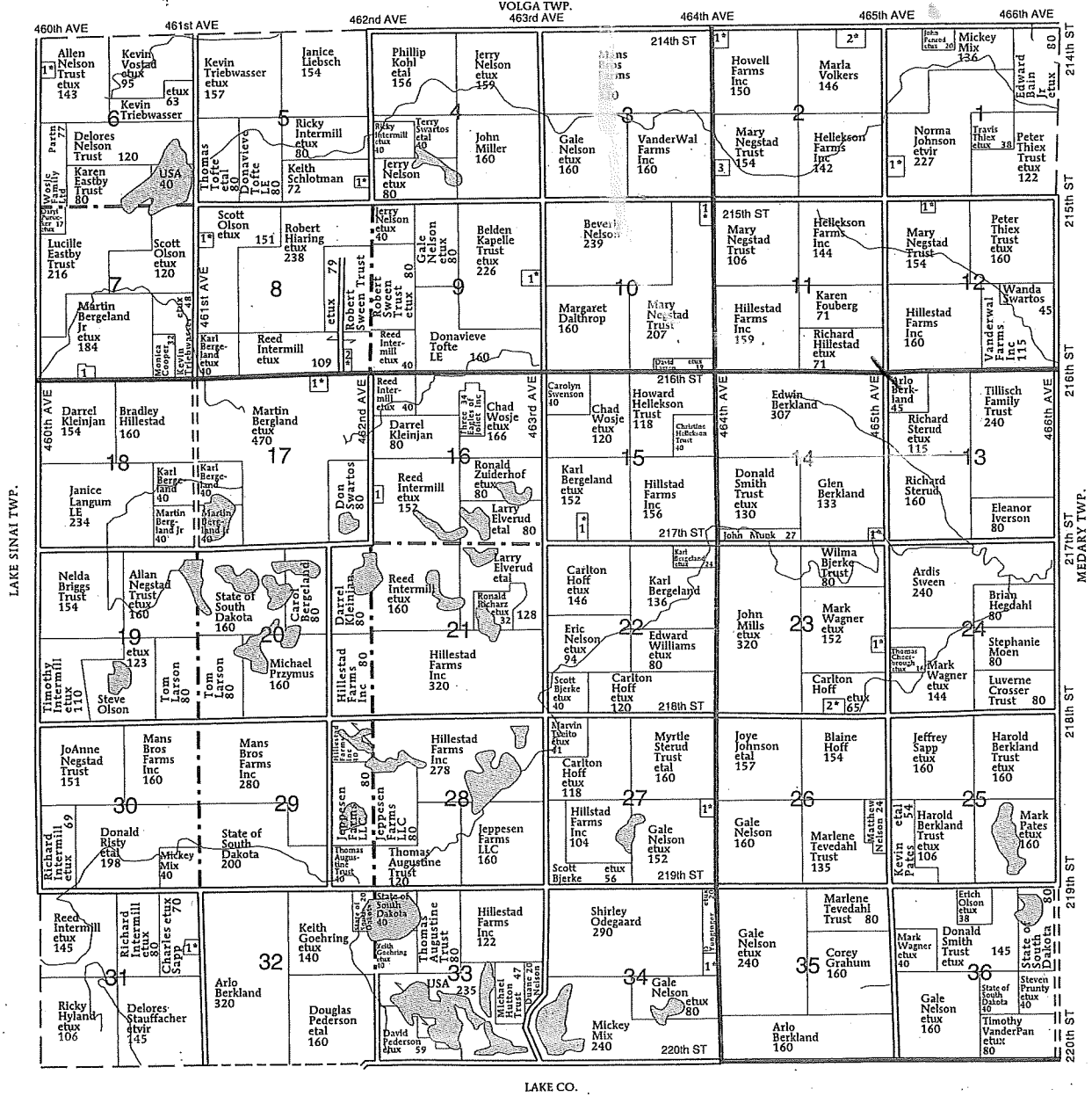
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OSLO PLAT

(Landowners)

R-51-W



**OSLO TOWNSHIP**

**SECTION 1**

- 1. Rud, Gregory 13

**SECTION 2**

- 1. Molengraaf, John 10

- 2. Jung, Timothy 14

- 3. Tietjen, Michael 6

**SECTION 5**

- 1. Steffensen, Brian 8

**SECTION 6**

- 1. Christianson, Harlan 9

**SECTION 7**

- 1. Ishol, Dorothy 13

**SECTION 8**

- 1. Novak, Randy 8

- 2. Intermill, Reed 11

**SECTION 9**

- 1. Peterson, Scott 14

**SECTION 10**

- 1. Eggers, Howard 14

**SECTION 12**

- 1. VanMaanen, Timothy 6

**SECTION 14**

- 1. Sapp, Charles 14

**SECTION 15**

- 1. Asmussen, Eric 8

**SECTION 16**

- 1. Intermill, Lance 8

**SECTION 17**

- 1. Alder, Richard 10

**SECTION 23**

- 1. Wagner, Matthew 8

- 2. Wessler, Robert 15

**SECTION 27**

- 1. Himley, Jon 8

**SECTION 31**

- 1. Stafford, Joshua 10

**SECTION 34**

- 1. Jost, Richard 11