

## Native unprocessed Material Agreement

(Bowne Pit)

This agreement for operation of aggregate pit entered into by Dale & Charleen Bowne, hereinafter referred to as the Owner, and Brookings County Highway Department, hereinafter referred to as the County, witnesseth:

Whereas, this aggregate pit is located on real property of the Owner, hereinafter described as:

East ½ of NW Quarter Section 7 – 110NR48 and also Lots 1 and 2 of NW Quarter, Alton Township, Brookings County SD

Now, therefore, it is expressly agreed and understood by the parties hereto that:

1. The Owner grants the County and its servants, agents, and subcontractors wish to acquire the full right, license, power and privilege to enter upon that portion of land as legally described, and strip, develop, process, explore, excavate, take, stockpile and remove Native unprocessed Material from the Lands and to conduct its operations according to the terms and conditions of this Agreement.
2. The area of removals shall be agreed to by the County and Owner. The Owner shall inform County of other aggregate production or construction activities occurring within the pit site. The Owner has sole discretion of areas where Native unprocessed Material are to be removed, Owner may request the County to relocate their operation to a different area within the pit upon 10 calendar day notice.
3. Payment to the Owner by the County shall be calculated at a rate of 2.25 dollars per ton Royalty of Native unprocessed Material, based upon readings of the scale located within the pit owned and maintained by the Owner.
4. Access to the pit shall utilize the existing road as much as possible or other agreed locations to enter/exit the pit via Brookings County Road 25 or 478<sup>th</sup> Avenue. This access shall not be changed or altered without mutual agreement of the Owner and the County. County access to pit shall not be via Alton Township Road 209<sup>th</sup> Street.
5. This agreement shall be valid through January 1, 2022, unless mutually agreed to be terminated by the Owner and County.
6. All foregoing conditions are binding to the Owners, their heirs or assigns and the County, only upon approval of the Agreement by the County's authorized representatives and the Owners. In the event that approval is not obtained, this Agreement is null and void and of no force or effect.

Native unprocessed Material Agreement  
(Bowne Pit)

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

BROOKINGS COUNTY, SOUTH DAKOTA  
A Governmental Corporation

By: \_\_\_\_\_  
Chairperson  
Brookings County Board  
Of County Commissioners

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

ATTEST:

\_\_\_\_\_  
Brookings County Auditor

State of South Dakota )  
  )  
County of Brookings )

(Corporate Seal)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_, of County of Brookings, State of South Dakota, known to me or  
satisfactorily proven to be the person described in the foregoing instrument acknowledge that he  
executed the same for the purpose therein stated and for the purposes therein contained and that such  
governmental corporation executed the same.

\_\_\_\_\_

Now, therefore, be it agreed that the above and foregoing Agreement is entered into this 26<sup>th</sup> day of August, 2020.

Dale L Bowne

Charleen Bowne

Dale L Bowne, owner  
20892 478<sup>th</sup> Avenue  
White, SD 57276

Charleen Bowne owner  
20892 478<sup>th</sup> Avenue  
White, SD 57276

State of South Dakota )  
  )  
County of Brookings )

On this 26<sup>th</sup> day of August, 2020 before me,

Michelle Delaney, the undersigned officer, personally appeared

Dale & Charleen Bowne, of County of Brookings, State of South Dakota, known to me or satisfactorily proven to be the person described in the foregoing instrument acknowledge that he executed the same for the purpose therein stated and for the purposes therein contained and that such governmental corporation executed the same.

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

Michelle Delaney  
Notary Public – South Dakota



My Commission Expires: 02/11/2025