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## EASEMENT AGREEMENT

AGREEMENT made this 20<sup>th</sup> day of August, 2021, between Jonathon F. Doble, a single person, hereinafter referred to as Doble, and George E. Morgan and Sherry D. Morgan, husband and wife, hereinafter referred to as Morgans, WITNESSETH:

WHEREAS, Doble is the owner of real property described as follows, to-wit:

Lot Six (6) and the West Half (W1/2) of Lot Five (5), Block Eleven (11), C.S. Burr's Addition to the City of Mitchell, Davison County, South Dakota; and

WHEREAS, Morgans are the owners of real property describe as follows, to-wit:

Lot Six A (6A) and the West Half (W1/2) of Lot Five A (5A), Block Thirty (30), Cooley & Guernsey's Addition to the Town, now City, or Mitchell, Davison County, South Dakota; and

WHEREAS, it was previously determined that a concrete driveway and a carport belonging to the Morgans encroaches on approximately the South Six and Three-Quarters Feet (S. 6  $\frac{3}{4}$ ') onto the property of Doble and the Morgans require the use of a part of Doble's property for the use of their driveway and carport which they desire to enclose into a garage; and

WHEREAS, an Easement Agreement was signed on March 29, 1996, granting Morgans and Morgans' heirs, personal representatives, successors in interest and assigns an easement on, over and across the said approximately the South Six and Three-Quarters Feet (S. 6  $\frac{3}{4}$ ') of Doble's property for the purpose of permitting the location thereon of the concrete driveway and carport and for the purpose of ingress and egress and for permitting access for necessary repairs and maintenance of the driveway and carport.

WHEREAS, Doble is willing to grant Morgans' and Morgans' heirs, personal representatives, successors in interest and assigns an easement on, over and across the said approximately the South Six and Three-Quarters Feet (S. 6  $\frac{3}{4}$ ') of his property for the purpose of permitting Morgans to construct a garage by enclosing the carport and

construct a garage upon the property and for the necessary repairs and maintenance of the driveway and garage.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

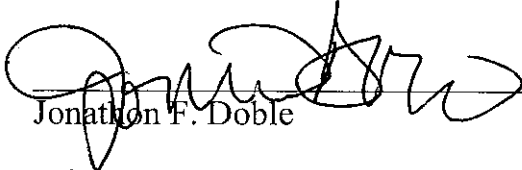
1. For One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged by Doble, Doble hereby grants and conveys to Morgans and to Morgan's heirs, personal representatives, successors in interest and assigns an easement on, over and across approximately the South Six and Three-Quarters Feet (S. 6 3/4') of Lot Six (6) and the West Half (W1/2) of Lot Five (5), Block Eleven (11), C.S. Burr's Addition to the City of Mitchell, Davison County, South Dakota, for the purpose of permitting the location thereon of the concrete driveway and constructing a garage out of the existing carport and for the purpose of permitting ingress and egress access for necessary repairs and maintenance to the concrete driveway and garage.

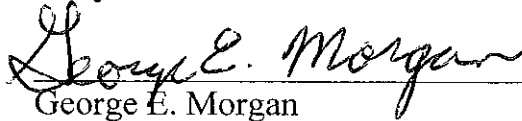
2. The parties agree that the concrete driveway shall not be permitted to further encroach upon the property of Doble and that if at any time the concrete driveway is moved so as to no longer encroach upon the property of Doble this Agreement shall be deemed terminated and of no effect.


3. The parties further agree that should the garage be removed, it shall not be replaced, nor shall any other structure be constructed upon the property of the Morgans which shall in any way encroach upon the property of Doble.

4. The easement as herein set forth is to and shall run with the land and shall be for the benefit and use of the Morgans and for their heirs, personal representatives, successor in interest and assigns.

IN WITNESS HEREOF, the parties hereunto set their hands the day and date first above written.

  
Jonathon F. Doble 8/20/21

  
George E. Morgan

  
Sherry D. Morgan

STATE OF SOUTH DAKOTA  
SS  
COUNTY OF DAVISON

On this the 20<sup>th</sup> day of August, 2021, before me, the undersigned officer, personally appeared Jonathon F. Doble, single person, 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 purposes therein contained.

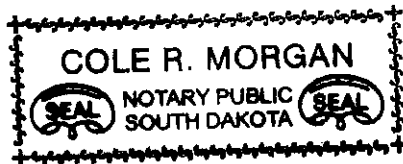
IN WITNESS HEREOF I hereunto set my hand and seal.



Notary Public

My commission expires: 9/15/2026

(SEAL)



STATE OF SOUTH DAKOTA  
SS  
COUNTY OF DAVISON

On this the 20<sup>th</sup> day of August, 2021, before me, the undersigned officer, personally appeared George E. Morgan and Sherry D. Morgan, 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 purposes therein contained.

IN WITNESS HEREOF I hereunto set my hand and seal.



Notary Public

My commission expires: 9/15/2026

(SEAL)

