

Prepared By:
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RECORDED ✓
GRANTOR ✓
GRANTEE ✓
NUMERICAL ✓
TRANSFER ✓
SATISFACTION ✓

Register of Deeds
Butte County, South Dakota
Recorded June 13, 2016
At 2:30 P M
Doc# 2016-1081
Book 463 Page 485-487
Fee 30.00
By [Signature]
Register of Deeds



#74396

ASSIGNMENT BY DECLARANT UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAT RANCH 2 SUBDIVISION, ARTICLES OF INCORPORATION AND BYLAWS

This ASSIGNMENT ("Agreement") is made the 10th day of June, 2016 by and between **Wagonbox Development Co.**, 1905 Stage Barn Circle, Spearfish, SD 57783 ("Assignor"), and **Creed Properties, LLC**, a South Dakota limited liability company, of 839 8th Street, Spearfish, SD 57783 ("Assignee").

RECITALS

A. Assignor is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Hat Ranch 2 Subdivision, Articles of Incorporation of Hat Ranch 2 Homeowners Association, Inc., and Bylaws of Hat Ranch 2 Homeowner Association, Inc. herein together called the "Declaration," filed as Document No. 2006-702, and in Book 361 at Pages 17-57 in the Office of the Butte County Register of Deeds, Belle Fourche, South Dakota, covering and concerning the following described real property, to wit:

Tract A and Dedicated Road Right-of-Way, all of Hat Ranch 2 Subdivision, City of Belle Fourche, Butte County, South Dakota, Located in the N1/2 of Section 35 and the NW1/4 of Section 36, T8N, R2E, BHM,

as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Hat Ranch 2 Subdivision filed as Document No. 2008-186, and in Book 379 at Page 624 in the Office of the Butte County Register of Deeds, Belle Fourche, South Dakota.

B. Assignor and Assignee are parties to that certain Contract for Deed of even date wherein Assignor sells to Assignee all of Assignor's remaining interest in Hat Ranch 2 Subdivision.

C. Pursuant to the terms of the Contract for Deed, Assignor has agreed to assign all right, title, and interest in and to the Declaration and Assignee hereby agrees to assume all of the obligations of Assignor under the Declaration.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. Assignment to Assignee. Effective on June 10, 2016, Assignor assigns, transfers, conveys, and sets over unto Assignee all of Assignor's right, title, and interest in, to, and under the Declaration, to have and to hold the same unto Assignee, its successors and assigns, subject to the

terms, covenants, and conditions contained in the Declaration. Assignor further assigns and conveys to the Assignee all rights, privileges and obligations of the Declarant held by Assignor under the Declaration including, without limitation, all of the Declarant's votes for the Assignor's planned Lots in the Development as set forth therein and all of the retained easements and other property interests reserved unto the Declarant thereunder.

2. Assumption by Assignee. Effective on June 10, 2016, Assignee accepts the assignment of the Declaration from Assignor and assumes and agrees to observe and perform all of the obligations, terms, covenants, and conditions thereof that are to be observed or performed by Assignor thereunder, and indemnify and hold the Assignor harmless therefrom as provided in the Contract for Deed.

3. Binding Effect. Time is of the essence of this Agreement. This Agreement shall be binding upon the respective heirs, personal representatives, executors, administrators and assigns of the parties hereto. No modification or amendment of this document shall be valid unless in writing and signed by all parties hereto.

4. Representation. Nies & Karras, P.C. has prepared this document, but only represents the interests of the Assignor, and Assignee may have separate legal counsel review these documents and this transaction of Assignee so chooses. Both parties are advised to obtain tax advice concerning this Agreement.

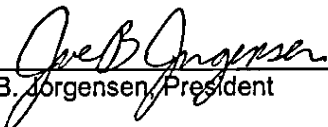
5. Receipt. Both parties to this Agreement acknowledge receipt of a true and correct copy of this document and acknowledge that they understand the same and agree to abide by all terms and conditions therein. The parties hereby mutually agree to execute any and all other documents and papers which may be necessary or appropriate to effectuate the purposes hereof.

6. Invalid Provisions. The invalidity or unenforceability of any term, phrase, paragraph, restriction, covenant, Agreement or other provision hereof shall in no way affect the validity or enforcement of any other provision, or any part thereof.

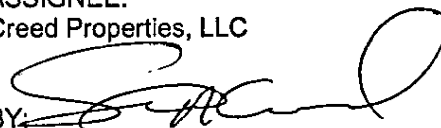
7. Incorporation by Reference. The terms, conditions and provisions of that certain Contract for Deed between Assignor and Assignee are incorporated by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR:
Wagonbox Development Co.

BY: 
Joe B. Jorgensen, President

ASSIGNEE:
Creed Properties, LLC

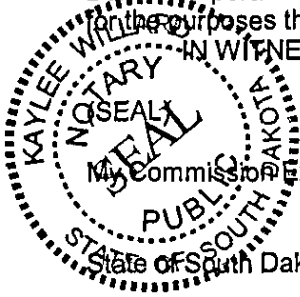
BY: 
Scott Creed, Member/Manager

State of South Dakota)
) ss.

County of Lawrence)

On this 10th day of June, 2016, before me, the undersigned officer, personally appeared Joe B. Jorgensen, who acknowledged himself to be the President of Wagonbox Development Co., a South Dakota corporation, and that he, as such officer being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal



Kaylee Willard
 Notary Public

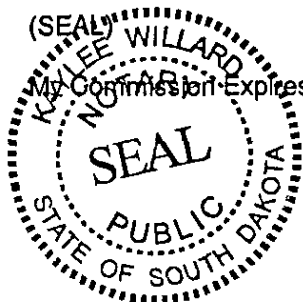
My Commission Expires: 12/17/2020

State of South Dakota)
) ss.

County of Lawrence)

On this 10th day of June, 2016, before me, the undersigned officer, personally appeared Scott Creed, who acknowledged himself to be the authorized Member and Manager of Creed Properties, LLC, a South Dakota limited liability company, and that he, as such authorized Member and Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as the authorized Member and Manager.

IN WITNESS WHEREOF, I have set my hand and official seal



Kaylee Willard
 Notary Public

My Commission Expires: 12/17/2020