

BUTTE COUNTY PLANNING BOARD AGENDA
839 5TH AVE. BELLE FOURCHE, SD 57717
MARCH 12, 2024 @ 5PM

AGENDA

1. APPROVE AGENDA
2. APPROVE MINUTES FROM FEBRUARY 16, 2024, MEETING

PUBLIC HEARING

3. **PUBLIC**

OWNER: ROBERT SHEAR

LOTS G, H, I, J, K, L AND M OF PEACEFUL PINES SUBDIVISION LOCATED IN THE NE4SE4 OF SECTION 8, T8N, R2E, BHM, BUTTE COUNTY, SOUTH DAKOTA

4. **PUBLIC- AMMENDMENT OF COVENANTS**

OWNER: KEVIN & TOIA TANNINEN

TBD EXISTING: LOT 2 BUENA VISTA ESTATES LOCATED IN THE NW4SE4 OF SECTION 28, T8N, R1E, BHM, BUTTE COUNTY, SOUTH DAKOTA

5. **PUBLIC- PRELIMINARY**

OWNER: KEVIN & TOIA TANNINEN

TBD EXISTING: LOT 2 BUENA VISTA ESTATES LOCATED IN THE NW4SE4 OF SECTION 28, T8N, R1E, BHM, BUTTE COUNTY, SOUTH DAKOTA

PRELIMINARY

6. **PRELIMINARY**

OWNER: ROBERT SHEAR

LOTS G, H, I, J, K, L AND M OF PEACEFUL PINES SUBDIVISION LOCATED IN THE NE4SE4 OF SECTION 8, T8N, R2E, BHM, BUTTE COUNTY, SOUTH DAKOTA

FINAL

7. **FINAL**

OWNER: ROBERT SHEAR

LOTS G, H, I, J, K, L AND M OF PEACEFUL PINES SUBDIVISION LOCATED IN THE NE4SE4 OF SECTION 8, T8N, R2E, BHM, BUTTE COUNTY, SOUTH DAKOTA

8. **PLANNING MEETING TIME**

9. **EXECUTIVE SESSION**

BUTTE COUNTY PLANNING BOARD AGENDA
839 5TH AVE. BELLE FOURCHE, SD 57717
MARCH 12, 2024 @ 5PM

OPPORTUNITY FOR PUBLIC COMMENT- THE PLANNING COMMISSION IS PLEASE TO INCLUDE A PERIOD FOR PUBLIC COMMENTS. **GUESTS ARE ASKED TO SIGN IN AND INDICATE THEIR DESIRE TO SPEAK NEXT TO THEIR NAME.**

OLD BUSINESS: TEMPORARY CAMPGROUND ORDINANCE

NEW BUSINESS:

OPPORTUNITY FOR BOARD DISCUSSION

ADJOURNMENT



BUTTE COUNTY EQUALIZATION & PLANNING

117 5TH AVE, BELLE FOURCHE, SD 57717
605-892-3950 – Email: Cristina@buttesd.org

Planning Commission Meeting – February 16, 2024

The regular meeting of the Butte County Planning Commission held February 16, 2024, at 1:00 P.M. in the Commissioner's Room at the Butte County Courthouse, Belle Fourche, SD.

Present were Planning Board Chairman Heidi Lewis, Vice Chairman Tom Cooper, Planning Board Members Chad Erk, Bill O'Dea, Cody Burke as well as the Director of Equalization and Planning Cristina Wilson, Planning Staff Megan Goshorn and Butte County State's Attorney LeEllen McCartney. Present as guests were several members of the public. Chairman Lewis called the meeting to order at 1:00 P.M. Motion to approve the agenda made by Bill O'Dea. Seconded by Chad Erk. Vote Unanimous. Motion Carried.

Motion made by Tom Cooper to approve January 9, 2023, minutes. Seconded by Chad Erk. Vote Unanimous. Motion Carried.

The swearing in of new Planning Board Member Cody Burke was held. Motions for new Board Members were made. Motion for Heidi Lewis to serve as 2024 Planning Board Chairman was made by Tom Cooper. Seconded by Bill O'Dea. Vote Unanimous. Motion carried. Motion for Tom Cooper to serve as 2024 Planning Board Vice Chairman was made by Chad Erk. Seconded by Cody Burke. Vote Unanimous. Motion carried. Motion for Bill O'Dea to serve as Planning Board Secretary was made by Tom Cooper. Seconded by Chad Erk. Vote Unanimous. Motion carried.

1. **SKETCH/ LETTER OF INTENT**

OWNER: ROBERT SHEAR

LOTS G, H, I, J, K, L AND M OF PEACEFUL PINES SUBDIVISION LOCATED IN THE NE4SE4 OF SECTION 8, T8N, R2E, BHM, BUTTE COUNTY, SOUTH DAKOTA

Review of sketch and letter of intent. Discussion was held regarding a secondary access. Lot M was in question as to whether a secondary access was needed. Recommendation from Emergency Services was requested.

Motion to approve Sketch/Letter of Intent made by Chad Erk. Seconded by Tom Cooper. Vote Unanimous. Motion Carried

2. **SKETCH/ LETTER OF INTENT**

OWNER: KEVIN & TOIA TANNINEN

TBD EXISTING: LOT 2 BEUNA VISTA ESTATES LOCATED IN THE NW4SE4 OF SECTION 28, T8N, R1E, BHM, BUTTE COUNTY, SOUTH DAKOTA

Review of sketch and letter of intent. Discussion held regarding existing covenants. All preliminary requirements will need to be met per the subdivision ordinance.

Motion to approve Sketch/Letter of Intent made by Tom Cooper. Seconded by Chad Erk. Vote Unanimous. Motion Carried



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PUBLIC COMMENT

- Sue Broadhurst wanted to thank everyone who attended the quorum of the Planning Commission on February 13, 2024; she stated the quorum was informative and everyone was respectful. She recommended checking for grammatical errors in online publications. Lastly, she asked to publish the Planning packets online.

OLD BUSINESS

- Discussion of the Temporary Campground site definition and fees.

NEW BUSINESS

BOARD DISCUSSION

- Discussion of Planning Office Sketch/Letter of Intent Application-Submission Requirements and the Preliminary Plat & Plan Checklists to be given to landowners.
- Chairman Lewis advised the Planning Office to be mindful of upcoming Planning Board Meeting dates, due by dates, times etc. and be sure to uphold said dates and times.

Motion made by Chad Erk to adjourn. Seconded by Cody Burke. Vote Unanimous. Motion carried.
Meeting adjourned at 2:14 P.M.

Respectfully Submitted: _____

Cristina Wilson
Director Butte County Planning



BUTTE COUNTY EQUALIZATION & PLANNING

117 5TH AVE, BELLE FOURCHE, SD 57717
605-892-3950 – Email: Cristina@buttesd.org

Sketch/ Letter of Intent / Application-Submission Requirements:

Subdivider Curt Marchiando Planning Director/ Planner Cristina

Approval _____ Denial _____ Reason for Denial _____

Planning meeting SLUI-Feb.13 / prelim-Mar.12

Please fill form out completely or it will be denied.

Plat type and Fees:

Sketch Plan Review- \$100

_____ Final Plat - \$100 per lot (Due at Preliminary)

_____ Recording Fee (County) \$60 plat, \$30 for each additional document (disclosure statement, covenants, homeowners' association) additional City fees may apply

- | |
|--|
| <p>B. The Sketch Map shall include the following:</p> <ol style="list-style-type: none"> 1. Subdivision name and description. 2. Maps showing the general location of the property in context with surrounding properties. Nearby landmarks should be clearly defined. 3. Proposed property boundaries. 4. Significant natural and man-made features of the proposed subdivision. 5. Lot and street layout (with acreages to one-half (1/2) acre). |
|--|

A. The Sketch Plan shall consist of the following:

1. Subdivision name and description:
Peaceful Pines #2
2. Name(s), address(es), email, and telephone number(s) of owner(s) and Subdivider(s) and any existing mortgage holders.
Name(s) Curt Marchiando
Address(es) 10788 Sourdough Rd
Email(s) CurtMarchiando400@gmail.com
Telephone #(s) 605-892-2310 cell(s) 605-569-6256
3. Proposed water supply, wastewater disposal system and distribution system. If known, soil types.
Rimrock water, septic, medium
4. Present use of land contained with the proposed subdivision and adjacent land:
agg
5. Proposed improvement to be installed or constructed by the developer:
Road, utilities
6. Type of structures and density of structures to be contained within the subdivision:
New stick build 1000 SQ FT medium



BUTTE COUNTY EQUALIZATION & PLANNING

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After the Planning Commission approves the Sketch Plan and Map, The Preliminary Plan and Plat may be submitted. The Subdivider shall comply with all requirements of Subdivision Ordinance 2022-03 and any contingencies required by the Planning Commission. If no exemptions were granted a public hearing will be posted and held along with the preliminary meeting. Written notice of the proposed subdivision, in the form of a certified letter with return receipt, shall be mailed out by the Subdivider or their representative to all adjacent landowners a minimum of 10 days prior to the public hearing. Copy of receipts of certified letters need to be submitted to the Planning Director.

Preliminary Plan Checklist: (not limited to)

___ Written reports on water and wastewater systems establishing compliance with the DANR requirements including, but not limited to, those contained in ARSD 74:02:01, 74:04:09, 74:53:01.

___ Letters from utility, water, and sewer/wastewater providers confirming available service, if applicable

___ Proposed improvements to be installed or constructed by the Subdivider including roads, emergency egress, and easements on the plat.

___ Application approval from Highway Department for approach(s) off county road.

___ A draft of covenants shall be provided to be recorded and run with the land. **Please see Subdivision Ordinance 2022-03 for a list of minimum covenant requirements.**

- Any subdivision consisting of three or more lots shall show provision for the creation of a homeowners or landowners association. A copy of the by-laws shall be recorded with the final plat.

Preliminary Plat Checklist: (not limited to)

___ Location of the property by legal description, the existing or proposed development, utilities, power lines, easements and rights-of-way within the proposed subdivision and adjacent area.

___ Location of drainage ways and areas subject to flooding clearly depicted including FEMA- designated Special Flood Hazard Areas, within the proposed subdivision and adjacent area.

___ Location, dimension, and area of all proposed and existing lots. All lots and blocks shall be numbered or lettered consecutively.

___ Names, location, and widths of all existing and proposed streets and roads within the proposed subdivision and adjacent area, together with map showing the point of connection and existing federal, state and/or county roads.

___ Location and dimensions of all land proposed to be dedicated or reserved for parks, school, or public uses.

___ If any existing structures or improvements, these must be shown with setbacks indicated. Setbacks for structures shall be at least 50 feet from the front of the lot and at least 25 feet from the sides and rear boundaries of each lot. (Regarding setbacks for eater and wastewater systems, refer to ARSD).

PLEASE REFER TO SUBDIVISION ORDINANCE FOR A COMPLETE LIST OF REQUIREMENTS

PRELIMINARY PLAN
 LOTS C. H. I. J. K. L. M. AND DEDICATED UTILITY RIGHT OF WAY
 OF PEACEFUL PINES SUBDIVISION
 LOCATED IN THE NE1/4SW1/4 OF SECTION 8, T8N, R2E, B1M.,
 BUTTE COUNTY, SOUTH DAKOTA

LINE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 00°18'49" E	604.17'	N 00°18'49" E	240.05'
2	S 89°47'39" E	660.84'	S 89°47'39" E	164.41'
3	N 00°18'49" E	224.13'	N 00°18'49" E	231.51'
4	S 89°47'39" E	189.75'	S 89°47'39" E	97.77'
5	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
6	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
7	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
8	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
9	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
10	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
11	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
12	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
13	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
14	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
15	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
16	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
17	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
18	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
19	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
20	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
21	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
22	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
23	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
24	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
25	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
26	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
27	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
28	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
29	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
30	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
31	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
32	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
33	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
34	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
35	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
36	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
37	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
38	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
39	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
40	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
41	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
42	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
43	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
44	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
45	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
46	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
47	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
48	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
49	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
50	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
51	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
52	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
53	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
54	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
55	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
56	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
57	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
58	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
59	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
60	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
61	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
62	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
63	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
64	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
65	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
66	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
67	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
68	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
69	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
70	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
71	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
72	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
73	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
74	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
75	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
76	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
77	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
78	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
79	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
80	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
81	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
82	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
83	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
84	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
85	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
86	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
87	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
88	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
89	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
90	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
91	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
92	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
93	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
94	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
95	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
96	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'
97	N 00°18'49" E	189.75'	N 00°18'49" E	164.41'
98	S 89°47'39" E	97.77'	S 89°47'39" E	164.41'
99	N 00°18'49" E	231.51'	N 00°18'49" E	164.41'
100	S 89°47'39" E	164.41'	S 89°47'39" E	164.41'



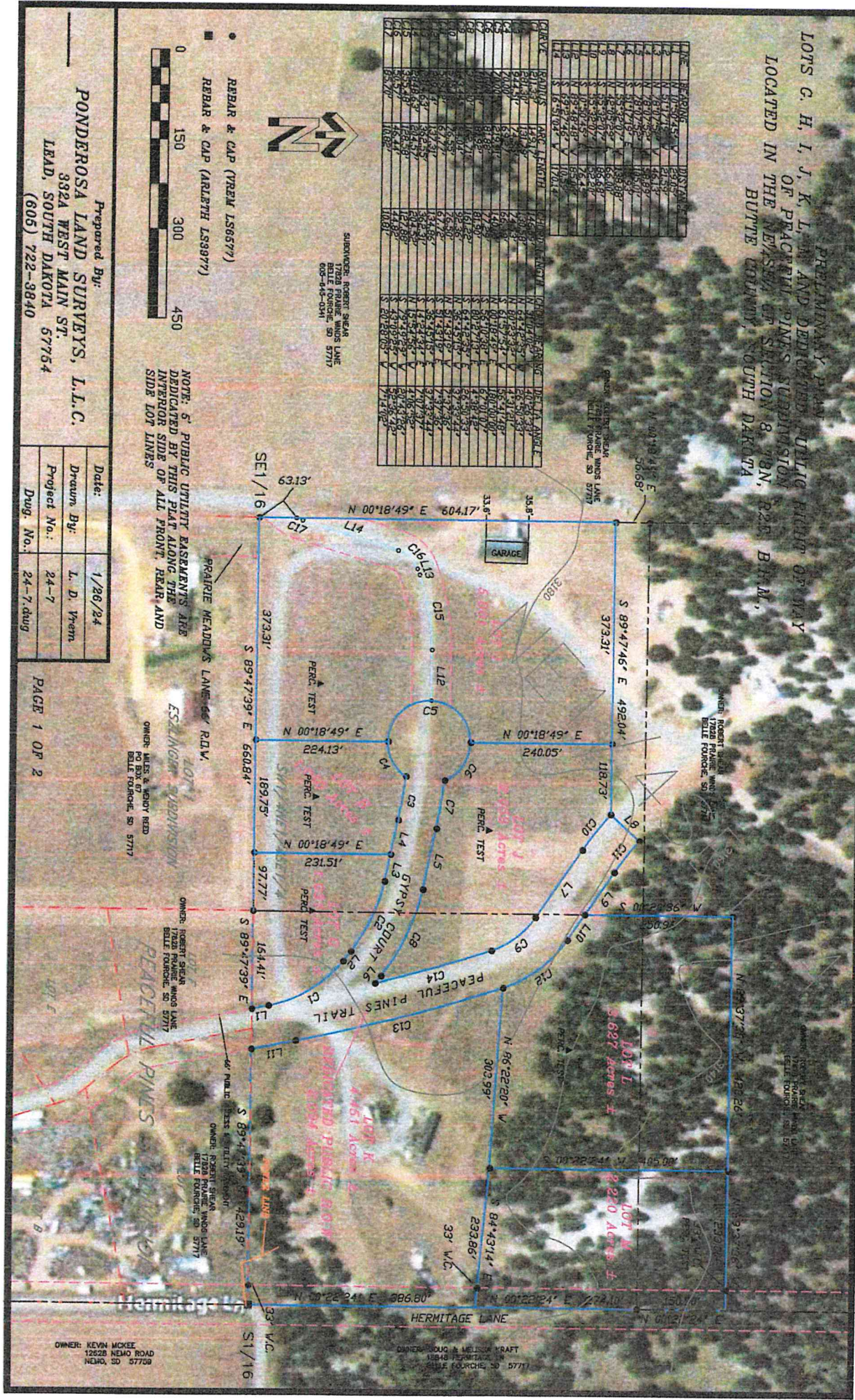
REPAIR & CAP (YREM LS6677)
 REBAR & CAP (ARLETH LS9977)

NOTE: S' PUBLIC UTILITY EASEMENTS ARE DEDICATED BY THIS PLAT ALONG THE INTERIOR SIDE OF ALL FRONT, REAR AND SIDE LOT LINES

Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
 332A WEST MAIN ST.
 LEAD, SOUTH DAKOTA 57754
 (605) 722-3840

Date:	1/26/24
Drawn By:	L. D. Yrem
Project No.:	24-7
Dwg. No.:	24-7.dwg

PAGE 1 OF 2



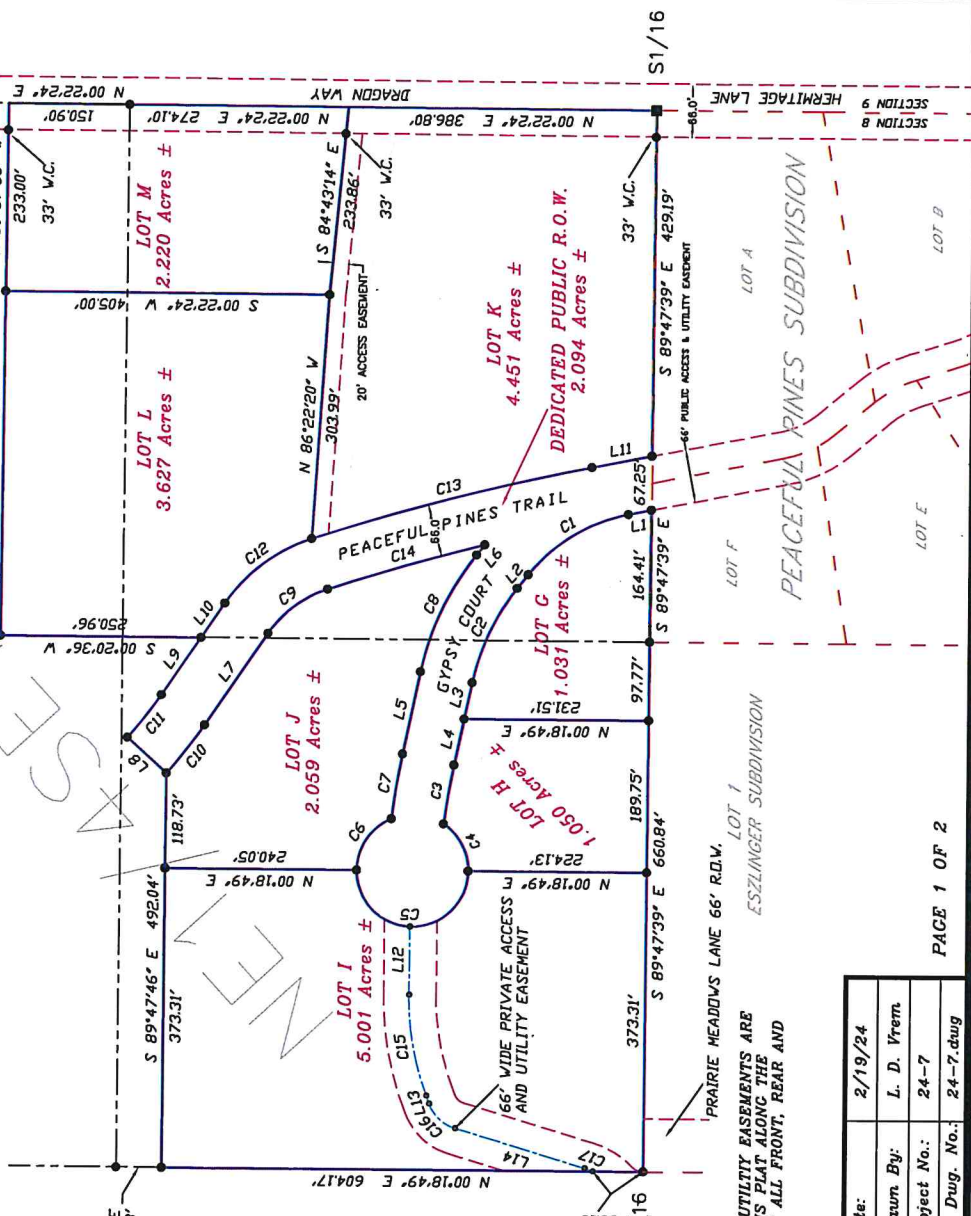
OWNER: KEVIN MCKEE
 12628 NEMO ROAD
 NEMO, SD 57759

OWNER: BOB & LILLIAN YRAFT
 1584 FORTIFICATION
 BELLE FOURCHE, SD 57717

**PLAT OF
LOTS G, H, I, J, K, L, M AND DEDICATED PUBLIC RIGHT OF WAY
OF PEACEFUL PINES SUBDIVISION
LOCATED IN THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 8, T8N, R2E, B.H.M.,
BUTTE COUNTY, SOUTH DAKOTA**

LINE	BEARING	1/45°	1/2°	3/4°	1°	1 1/4°	1 1/2°	1 3/4°	2°	2 1/4°	2 1/2°	2 3/4°	3°	3 1/4°	3 1/2°	3 3/4°	4°	4 1/4°	4 1/2°	4 3/4°	5°	5 1/4°	5 1/2°	5 3/4°	6°	6 1/4°	6 1/2°	6 3/4°	7°	7 1/4°	7 1/2°	7 3/4°	8°	8 1/4°	8 1/2°	8 3/4°	9°	9 1/4°	9 1/2°	9 3/4°	10°	10 1/4°	10 1/2°	10 3/4°	11°	11 1/4°	11 1/2°	11 3/4°	12°	12 1/4°	12 1/2°	12 3/4°	13°	13 1/4°	13 1/2°	13 3/4°	14°	14 1/4°	14 1/2°	14 3/4°	15°	15 1/4°	15 1/2°	15 3/4°	16°	16 1/4°	16 1/2°	16 3/4°	17°	17 1/4°	17 1/2°	17 3/4°	18°	18 1/4°	18 1/2°	18 3/4°	19°	19 1/4°	19 1/2°	19 3/4°	20°	20 1/4°	20 1/2°	20 3/4°	21°	21 1/4°	21 1/2°	21 3/4°	22°	22 1/4°	22 1/2°	22 3/4°	23°	23 1/4°	23 1/2°	23 3/4°	24°	24 1/4°	24 1/2°	24 3/4°	25°	25 1/4°	25 1/2°	25 3/4°	26°	26 1/4°	26 1/2°	26 3/4°	27°	27 1/4°	27 1/2°	27 3/4°	28°	28 1/4°	28 1/2°	28 3/4°	29°	29 1/4°	29 1/2°	29 3/4°	30°	30 1/4°	30 1/2°	30 3/4°
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CURVE	BEARINGS	1/45°	1/2°	3/4°	1°	1 1/4°	1 1/2°	1 3/4°	2°	2 1/4°	2 1/2°	2 3/4°	3°	3 1/4°	3 1/2°	3 3/4°	4°	4 1/4°	4 1/2°	4 3/4°	5°	5 1/4°	5 1/2°	5 3/4°	6°	6 1/4°	6 1/2°	6 3/4°	7°	7 1/4°	7 1/2°	7 3/4°	8°	8 1/4°	8 1/2°	8 3/4°	9°	9 1/4°	9 1/2°	9 3/4°	10°	10 1/4°	10 1/2°	10 3/4°	11°	11 1/4°	11 1/2°	11 3/4°	12°	12 1/4°	12 1/2°	12 3/4°	13°	13 1/4°	13 1/2°	13 3/4°	14°	14 1/4°	14 1/2°	14 3/4°	15°	15 1/4°	15 1/2°	15 3/4°	16°	16 1/4°	16 1/2°	16 3/4°	17°	17 1/4°	17 1/2°	17 3/4°	18°	18 1/4°	18 1/2°	18 3/4°	19°	19 1/4°	19 1/2°	19 3/4°	20°	20 1/4°	20 1/2°	20 3/4°	21°	21 1/4°	21 1/2°	21 3/4°	22°	22 1/4°	22 1/2°	22 3/4°	23°	23 1/4°	23 1/2°	23 3/4°	24°	24 1/4°	24 1/2°	24 3/4°	25°	25 1/4°	25 1/2°	25 3/4°	26°	26 1/4°	26 1/2°	26 3/4°	27°	27 1/4°	27 1/2°	27 3/4°	28°	28 1/4°	28 1/2°	28 3/4°	29°	29 1/4°	29 1/2°	29 3/4°	30°	30 1/4°	30 1/2°	30 3/4°
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- REBAR & CAP (VREM LS6577)
- REBAR & CAP (ARLETH LS3977)



NOTE: 5' PUBLIC UTILITY EASEMENTS ARE DEDICATED BY THIS PLAT, ALONG THE INTERIOR SIDE OF ALL FRONT, REAR AND SIDE LOT LINES

Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
 332A WEST MAIN ST.
 LEAD, SOUTH DAKOTA 57754
 (605) 722-3840

Date:	2/19/24
Drawn By:	L. D. Vrem
Project No.:	24-7
Dwg. No.:	24-7.dwg

SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN ST., LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA...

LOREN D. VREM, R.L.S. 6377

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE

SHOWN AND DESCRIBED HEREON, THAT WE DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON...

OWNER:

ACKNOWLEDGMENT OF OWNER
STATE OF ARIZONA
COUNTY OF PINAL

ON THIS ___ DAY OF ___ 20___ BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED...

KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: ___ NOTARY PUBLIC: ___

APPROVAL OF THE BUTTE COUNTY PLANNING COMMISSION
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE

APPROVED BY THE PLANNING COMMISSION OF THE COUNTY OF BUTTE THIS ___ DAY OF ___ 20___

SECRETARY
CHAIRMAN
APPROVAL OF THE BUTTE COUNTY BOARD OF COMMISSIONERS
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE

BE IT RESOLVED THAT THE BUTTE COUNTY BOARD OF COMMISSIONERS HAVING EXAMINED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, BUTTE COUNTY, SOUTH DAKOTA, DATED THIS ___ DAY OF ___ 20___

CHAIRMAN
AUDITOR
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE
CITY OF BELLE FOURCHE
RECOMMENDATION OF THE CITY OF BELLE FOURCHE PLANNING COMMISSION...

STREET AUTHORITY
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE

I, THE PLAT ONTO THE CITY OF BELLE FOURCHE PUBLIC STREET RIGHT(S)-OF-WAY AS SHOWN FROM THE LOTS INCLUDED, IN THE PLAT ONTO THE CITY OF BELLE FOURCHE PUBLIC STREET RIGHT(S)-OF-WAY AS SHOWN HEREON, IS HEREBY APPROVED BY THE CITY STREET AUTHORITIES DATED THIS ___ DAY OF ___ 20___

STREET AUTHORITY: BUTTE COUNTY HIGHWAY SUPERINTENDENT

PLAT OF
LOTS G. H, I, J, K, L, M AND DEDICATED PUBLIC RIGHT OF WAY
OF PEACEFUL PINES SUBDIVISION
LOCATED IN THE NE1/4SE1/4 OF SECTION 8, T8N, R2E, B.H.M.,
BUTTE COUNTY, SOUTH DAKOTA

RESOLUTION OF THE CITY OF BELLE FOURCHE COMMON COUNCIL
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE
CITY OF BELLE FOURCHE
WHEREAS, THE BELLE FOURCHE PLANNING COMMISSION HAS RECOMMENDED APPROVAL OF THE PLAT SHOWN AND IT HAS BEEN HEREBY APPROVED THIS ___ DAY OF ___ 20___

ATTEST:
MAYOR
FINANCE OFFICER

STATE OF SOUTH DAKOTA
COUNTY OF BUTTE
CITY OF BELLE FOURCHE
I, CITY ENGINEER FOR THE CITY OF BELLE FOURCHE, CERTIFY THAT ACCESS FROM THE LOTS INCLUDED, IN THE PLAT ONTO THE CITY OF BELLE FOURCHE PUBLIC STREET RIGHT(S)-OF-WAY AS SHOWN HEREON, IS HEREBY APPROVED BY THE CITY STREET AUTHORITIES DATED THIS ___ DAY OF ___ 20___

OFFICE OF CITY ENGINEER
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE
CITY OF BELLE FOURCHE
I, CITY ENGINEER FOR THE CITY OF BELLE FOURCHE, DO HEREBY CERTIFY THAT I HAVE APPROVED THIS PLAT WITH RESPECT TO THE DUTIES OF MY OFFICE, AND THAT I HAVE RECEIVED A COPY OF THIS PLAT FOR THE CITY FILES. ENGINEER: ___

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE

UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID, DATED THIS ___ DAY OF ___ 20___ TAXES WHICH ARE LIENS BUTTE COUNTY TREASURER: ___

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE
I, BUTTE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT, DATED THIS ___ DAY OF ___ 20___

OFFICE OF THE REGISTER OF DEEDS
STATE OF SOUTH DAKOTA
COUNTY OF BUTTE

FILED FOR RECORD THIS ___ DAY OF ___ 20___ AT ___ O'CLOCK, ___ M., AND RECORDED IN DOC. ___ PLAT BOOK ___ PAGE ___ BUTTE COUNTY REGISTER OF DEEDS: ___




Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
332A WEST MAIN ST.
LEAD, SOUTH DAKOTA 57754
(605) 722-3840

Table with 2 columns: Field Name and Value. Fields include Date (2/19/24), Drawn By (L. D. Vrem), Project No. (24-7), and Drawg. No. (24-7.ctug).



Butte Electric Cooperative, Inc.

® A Touchstone Energy® Cooperative 

“YOUR Partners in Power Since 1940”

January 10, 2024

Butte Electric Cooperative, Inc. has received a request for confirmation of ability to serve an expansion of the Peaceful Pines Subdivision in T08N, R02E, in the SE1/4 of Section 8 in Butte County.

This property is entirely in Butte Electric service territory.

Butte Electric confirms the ability to serve these properties.

Brett Fosheim



Chief Operations Officer

Butte Electric Cooperative, Inc.

O: (605)456-2494 (800)928-8839

brett@butteelectric.com



“This institution is an equal opportunity provider and employer”

Curtis Marchiando POA for Robert L Shear
Peaceful Pines Subdivision

Rimrock Water Co., LLC
PO Box 135
Belle Fourche, SD 57717

To Whom it may concern:

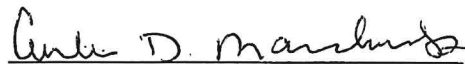
Rimrock Water Co., LLC has agreed to provide water to Peaceful Pines Subdivisions for Legals entailing: Lots G, H, I, J, K, L, and M of Peaceful Pines Subdivision Located in the N ½ NE ¼ SE ¼ SE ¼ SW ¼ NE ¼ SE 1/4 of Section 8, T8N, R2E, BHM, Butte County, South Dakota.

This agreement has the following conditions:

- 1) DGR Engineering is preparing a Hydraulic Model to determine if the current 2-inch service lines running to the development will be enough to service not only the existing lots but also the expansion of the 7 proposed lots above. If a larger service line is required or if the current 2-inch lines need to be looped together then that work will need to be completed by Peaceful Pines Subdivision prior to Rimrock Water granting the additional taps.
- 2) Tap Fee will be \$8,000.00 per lot. Tap Fee will be paid upon the sale of the lot to the end user.
- 3) Property owners are responsible for Service Line to House, Meter Pit, Meter, Curb Stop and tapping into the main line. Rimrock Water Co., LLC needs to be present prior to backfilling any trenches to ensure all lines are installed correctly and no leaks are present.
- 4) Upon sale of lots all new owners will be required to sign a Water Contract with Rimrock Water Co., LLC. Part of this contract will allow Rimrock Water Co., an easement to access the water lines in the event of a leak or if repairs needing to be made.



Rimrock Water Co., LLC



Signor for Peaceful Pines Subdivision

February 1, 2024

Curt Marchiando
10788 Sourdough Road
Belle Fourche, SD 57717

RE: Plat of 7 lots in the NE1/4SE1/4 Section 8,
T8N, R2E, BHM, Butte County, South Dakota

Dear Curt,

I have been asked to conduct a percolation test and provide an engineering certification the proposed lots are suitable to be developed using an onsite septic system.

Percolation tests were conducted on the site and the resulting percolation rates are as follows:

Lot G – 30-45 minutes per inch
Lot H – 30-45 minutes per inch
Lot I – 30-45 minutes per inch
Lot J – 30-45 minutes per inch
Lot K – EXISTING RESIDENCE – NO TEST NEEDED
Lot L – 30-45 minutes per inch
Lot M - 45 to 55 minutes per inch

There is an existing residence on Lot K with a working septic system. No new test was completed for this lot.

Percolation tests were previously conducted on land included in Lot L. There is residence currently under construction on Lot L. The percolation test conducted previously is not in the same location as the residence so any new percolation tests taken in a new location may not coincide with the previous tests.

The USDA soil survey provides information on soils nationwide. According to the USDA Web Soil Survey mapping tool the onsite soils are primarily Nunn Loam and Snomo Shale Complex. These soils have a limited rating for septic systems due to slow water movement. Depending on the soils at the final location of a septic system for a residence, a mound system might be required by the system designer.

Based on the facts that percolation rates are acceptable and there is ample room to construct a drain field that meets all setback criteria from right of ways, waterways and floodplains, certification is hereby given by Allan Schreier, PE, a registered professional engineer in the State of South Dakota, #5103, that the use of on-site septic systems is appropriate for this subdivision.

Allan Schreier PE

Allan Schreier, PE
Schreier Engineering Inc.

Cc: Ponderosa and Surveys



Doc # 020220245 Book 520 Page(s) 783 - 786
Recorded February 7, 2022 at 10:50 AM
Fee \$30.00
Paula J. Walker Register of Deeds
Butte County, South Dakota

Prepared By:
Nies & Karras, P.C.
P. O. Box 759,
Spearfish, SD 57783
(605) 642-2757



DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS

THIS DECLARATION is made on January 20, 2022, by **Robert L. Shear**, a single person, of 17828 Prairie Winds Lane, Belle Fourche, SD 57717, (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property and improvements in the County of Butte, State of South Dakota, (the "Property") which is more particularly described as:

N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 8 North, Range 2 East of the Black Hills Meridian, Butte County, South Dakota.

WHEREAS, Declarant intends to impose the following covenants, conditions restrictions and reservations upon the Property.

NOW, THEREFORE, Declarant does hereby declare and make the following covenants and impose the following conditions, restrictions and reservations, hereinafter "Declaration," upon the Property.

1. Any lot subdivided from the Property (hereinafter, "Lot") shall only be used for single-family residences and appropriate outbuildings.
2. Residences shall be stick built or manufactured homes consisting of a minimum of 1000 square feet on the main level. Two story residences shall have a minimum of 800 square feet on the main level. No single-wide mobile homes shall be allowed.
3. No pastel or similar exterior colors are allowed as the primary exterior color of any structure.
4. Outbuildings are allowed including barns, stables, and storage buildings. Exterior color shall match the exterior color of the residence. Corrals may be built, provided they are built using new materials and constructed in a good workman like fashion.
5. The minimum building setbacks for all structures on a lot shall be at least fifty (50) feet from the front Lot line, and twenty-five (25) feet from all other Lot lines.

6. Perimeter fences, if erected, are installed and maintained pursuant to South Dakota statutes.

7. No junkyards shall be maintained on any of the Property. All garbage, trash and other debris of any type of nature shall be promptly removed from the premises and shall not be allowed to accumulate.

8. No more than three (3) vehicles that are not for everyday use, or vehicles with more than a 16,000# GVW rating shall be stored on the Property unless they are stored inside of a fully enclosed building.

9. All animals shall be strictly controlled by their owner to prevent them from becoming a nuisance to the neighbors or the harassment of the wildlife and other animals. All animals are to remain within the boundary of the owner's lot. Pets or other animals shall be controlled so as to not cause excessive noise. Barking or other activities deemed offensive by other property owners shall not be allowed. All animals shall be treated in a manner consistent with the highest and best animal husbandry practices. Cats and dogs are allowed, provided they are not kept, bred, or maintained for any commercial purpose. No more than two (2) large animals per five (5) acres are allowed. Large animals are defined as cattle or horses. No more than ten (10) sheep per five (5) acres are allowed. Poultry shall be allowed, but no pigs of any kind are allowed. Any hay, feed, and bedding used for the care of any animals is to be kept and stored in areas free from public view. Feeders, water tanks, and like structures that are necessary for the care of livestock shall be confined to stables or corrals.

10. This Declaration shall be effective for a period of thirty (30) years and shall run with the land. This Declaration shall be automatically renewed for consecutive thirty (30) year periods unless a majority of the owners of the lots effected hereby and any subdivision thereof vote to allow these Covenants to expire at the end of the primary term. This Declaration may be amended at any time, except where permanent easements or other permanent rights or interests are herein created, or rights or interests are created in third persons, by an instrument signed by owners of two-thirds of the Lots described within the Property, and placed of record wherein this Declaration is recorded. No such amendment shall be effective unless written notice of the proposed amendment is sent to every owner 30 days prior to action being taken on the proposed amendment. No change of circumstances or conditions shall operate to amend any of the provisions of this Declaration, which may be amended only in the manner hereinabove provided. None of the provisions of this Declaration shall be construed as a condition subsequent or as creating a possibility of reverter. If the Declarant is an owner of any portion of the Subject Property, the Declarant's written consent shall be required for any amendment. For so long as the Declarant is an owner of any portion of the Property, the Declarant shall have and reserves the right at any time without the joinder and consent of any other party to amend or modify this Declaration by an instrument in writing, duly signed, acknowledged and filed of record in the office of the Register of Deeds for Butte County, South Dakota, for any purpose.

All changes in the Declaration must be approved by the Butte County Planning Commission and the Butte County Commissioners.

11. This Declaration may be enforced by Declarant or any Lot owner. Enforcement of this Declaration and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation or to recover damages. The failure or forbearance by the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or work as an estoppel of the right to do so thereafter.

12. In the event any Owner sells or otherwise transfers his Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration, although the failure to do so shall not be deemed to defeat, alter, or terminate these covenants and restrictions as set forth in this Declaration as to said Property transferred.

13. Each Lot owner shall place signs and markers identifying improved property that complies with Butte County E-911 rules and policies.

14. Only engineered sewage disposal systems shall be permitted on the Property. Sewage disposal for each Lot shall be accomplished by individual septic systems. No cesspools or outside toilets are permitted. All septic tanks must be properly maintained by the Lot owner to prevent overflow or malfunction. There is "NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM" and all sewage systems are to be installed by licensed contractors.

15. No incinerators, open fire pits, open burning or unscreened outdoor fireplaces shall be allowed.

16. Each Lot owner shall control noxious weeds regardless of whether the Lot is or is not occupied. Each Lot owner shall maintain his or her Lot in a safe, sound, and sanitary condition and repair at all times. Lot owners shall correct any condition and refrain from any activity that might interfere with other Lot owners.

17. Declarant may at any time incorporate a South Dakota nonprofit corporation which may act as the Homeowners Association and shall have the right to enforce this Declaration.

17.1 Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. The Association Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until past unpaid amounts are paid in full.

The Association shall have two classes of voting membership:

CLASS A: The Class A Members shall be all Owners except the Declarant, and shall be entitled to one vote for each Lot in which they hold the interest required for membership.

CLASS B: The Class B Member shall be the Declarant, and shall be entitled to three votes for each Lot in which it holds the interest required for membership.

17.2 The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time. Any action by or on behalf of the Association may be taken with the consent given in writing and signed by Members who collectively hold or control more than 60% outstanding votes of the Association.

17.3 The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and bylaws of the Association. The Board shall have the right to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions of rules. Neither any Member, the Board, any Director, nor any officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association. The Board may establish reserve funds which may be

maintained and accounted for separately from other funds maintained for annual operating expenses.

18. This Declaration is binding upon the Declarant and the Declarant's grantees, heirs, successors and assigns. All grantees, heirs, successors or assigns who acquire any interest in any of the property effected hereby shall be fully bound by and shall fully comply with the provisions of this Declaration of Covenants, Restrictions and Reservations. The grants, rights, covenants, conditions and restrictions contained in this Declaration shall run within bind the land and shall inure to the benefit of each property owner and their respective legal representatives, heirs, successors and assigns.

19. This Declaration shall run for a period of twenty (20) years from the date hereof. Such Declaration shall automatically be renewed for additional twenty (20) year periods unless the owners of a majority of the Lots subject to this Declaration sign and record an instrument amending, altering, or terminating this Declaration.

Robert L. Shear
Robert L. Shear

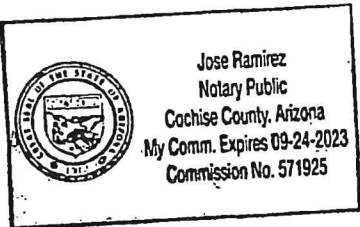
State of Arizona)
County of Pinal)ss.

On ~~December 20, 2021~~ ^{January 20, 2022}, before me, the undersigned officer, personally appeared Robert L. Shear, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that such person executed the same for the purposes therein contained.

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

(SEAL)
My Commission Expires:
9/24/2023

[Signature]
Notary Public



Doc # 020240398 Book 543 Page(s) 617 - 623
Recorded March 6, 2024 at 11:35 AM
Fee \$30.00
Julie Brunner Register of Deeds
Butte County, South Dakota

Prepared by:
John R. Frederickson
Lynn, Jackson Shultz & Lebrun, P.C.
10956 SD Hwy 34
Belle Fourche, SD 57717
(605) 722-9000



**NON-EXCLUSIVE PRIVATE ACCESS AND UTILITY EASEMENT
AGREEMENT**

**ARTICLE I
PARTIES**

This Agreement is made between Jeral and Dianne Shear, of 19251 Shear Road, Belle Fourche, SD, 57717 (hereinafter referred to as "Grantors") and Robert L. Shear, of 17828 Prairie Winds Lane, Belle Fourche, SD 57717 (hereinafter referred to as "Grantee").

The parties are the owners of adjoining parcels of real estate hereinafter referred to as the Grantor's Property and the Grantee's Property. The parties have reached an Agreement for a non-exclusive forty-foot (40') private access and utility easement over, through and across a portion of the Grantor's Property for the benefit of the Grantee's Property. The purpose of this Agreement is to set forth the terms and conditions of that Agreement.

**ARTICLE II
PROPERTY**

The following property shall be hereinafter referred to as the Grantor's Property and is owned by Jeral and Dianne Shear:

SW1/4SE1/4 of Section 8, T8N, R2E, of the B.H.M., Butte County, South Dakota.

(Servient property)

The following property shall be hereinafter referred to as the Grantee's Property and is owned by Robert Shear:

SW1/4NE1/4SE1/4 of Section 8, T8N, R2E, of the B.H.M., Butte County, South Dakota.

(Dominate property)

Based upon the above representations and promises the parties agree as follows:

ARTICLE III
EASEMENT

Grantors hereby grant unto Grantee a forty foot (40') wide permanent access and utility easement over, across and through the Grantor's Property at the location illustrated on the attached Exhibit A, which is hereby incorporated by this reference. This Easement will burden Grantor's Property and benefit Grantee's Property described above.

The rights granted to Grantee hereby are non-exclusive. Grantor may continue to use the easement and grant others the use of the easement in a manner that does not interfere with Grantee's rights here under.

ARTICLE IV
CONSTRUCTION AND MAINTENANCE

This easement is intended as a non-exclusive private access and utility easement. All costs and expense of any construction, reconstruction or location, maintenance and repair of the easement shall be the sole responsibility of the Grantee. Maintenance and repair as provided for herein shall include, but not be limited to, resurfacing of the driveway (whether gravel or asphalt as may be agreed upon by the Grantor and Grantee prior to such surfacing or such maintenance), snow removal, weed control, and ongoing grading and repair of the road surface and the easement to maintain the Easement in a safe and driving condition year-round. Any party intending to occupy the easement for the construction, maintenance or installation of utilities shall be responsible for returning the easement area to its prior condition after work is completed.

ARTICLE V
NO OBSTRUCTIONS

The easement shall be used as a private driveway for the benefit of Grantee's Property described herein. No permanent improvements, obstructions or structures may be placed upon or within the easement area which would interfere with the intended use of the easement. The easement is also for the construction, installation and maintenance of utilities to Grantee's Property. All use and maintenance of the easement shall be in compliance with all applicable federal, state and local laws, ordinances and regulations. This easement shall be deemed appurtenant to the properties and is a continuing easement until replaced or released by the parties and shall be binding upon the parties hereto, their heirs, successors in interest, and assigns, and shall benefit and burden the properties as set forth herein.

ARTICLE VI
DEFAULT

Should any of the parties fail to fulfill their obligations under this Agreement, the other party may seek enforcement of this Agreement in Circuit Court in Butte County, South Dakota.

ARTICLE VII
LAWS GOVERNING

This Agreement is made pursuant to and shall be governed by the laws of the State of South Dakota. In the event that any of the terms set forth herein shall be determined by the Circuit Court for the State of South Dakota in and for Butte County to be invalid or unenforceable, then the parties agree that the balance of the Agreement shall remain valid and enforceable as an Agreement between them unless such determination shall destroy the purpose for the Agreement, to-wit: a non-exclusive private access and utility easement for the benefit of Grantee's Property.

ARTICLE VIII
INDEMNIFICATION

Grantee, his heirs, successors, and/or assigns hereby agrees to indemnify, hold harmless and agree to defend Grantors against any and all actions, claims, lawsuits, or other legal proceedings for any injuries to persons or property, real or personal arising out of or in connection with Grantee's, or his heirs, successors, assigns, invitees or other persons use or occupation of the Easement granted herein.

ARTICLE IX
PARTIES BOUND

This Agreement is binding upon the parties hereto, their tenants and lessees, the heirs, successors, assigns, invitees of Grantee, and is intended to run with the land.

ARTICLE X
ATTORNEYS FEES AND COSTS

In the event any legal action is filed to enforce or recover under any provision of this Agreement, the prevailing party in the suit shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

(The remainder of this page intentionally left blank)
(Signature pages to follow)

DATED this 5th day of March, 2024.

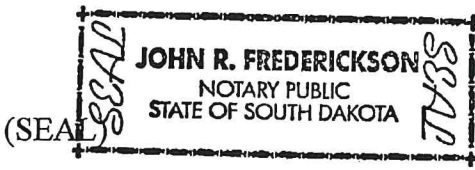
Jeral Shear
Jeral Shear

Dianne Shear
Dianne Shear

State of South Dakota)
) ss:
County of Butte)

On this the 5th day of March, 2024, before me, the undersigned officer, personally appeared Jeral and Dianne Shear, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and that they executed the foregoing instrument for the purposes therein contained.

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



John R. Frederickson
Notary Public South Dakota
My Commission Expires: 5/30/2029

DATED this 5th day of March, 2024.

Robert L. Shear

Robert L. Shear

State of South Dakota)
) ss:
County of Butte)

On this the 5th day of March, 2024, before me, the undersigned officer, personally appeared Robert L. Shear, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and that he executed the foregoing instrument for the purposes therein contained.

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

John R. Frederickson
Notary Public, South Dakota
My Commission Expires: 5/30/2029

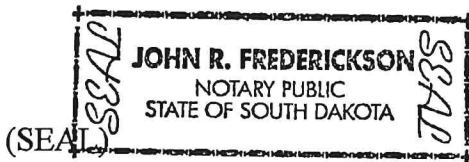


Exhibit A

Weather

BOOK 549 PAGE 623

08

Sourdough

Non-Exclusive Private Access
and Utility Easement



Robert Shear

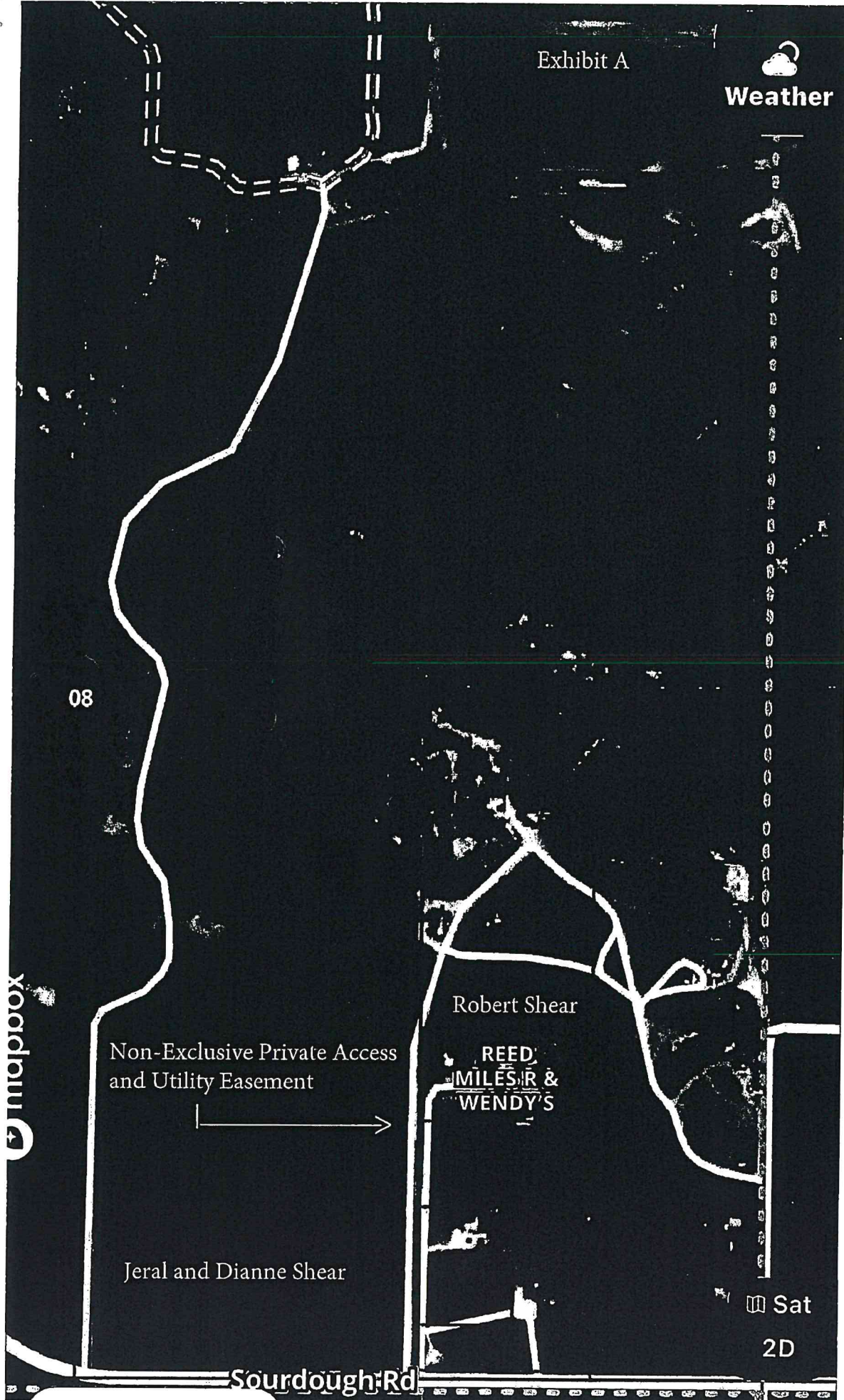
REED
MILES R &
WENDY'S

Jeral and Dianne Shear

Sat

2D

Sourdough Rd



7022 3330 0001 6114 2908

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

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B.F.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See R

03



BUTTE COUNTY EQUALIZATION & PLANNING

117 5TH AVE, BELLE FOURCHE, SD 57717
605-892-3950 – Email: Cristina@buttesd.org

Sketch/ Letter of Intent / Application-Submission Requirements

Subdivider Kevin + Toia Tanninen Planning Director/ Planner Cristina

Approval _____ Denial _____ Reason for Denial _____

Planning meeting SLDI - Feb 13th

Please fill form out completely or it will be denied.

Plat type and Fees:

- _____ Sketch Plan Review- \$100
- _____ Final Plat - \$100 per lot (Due at Preliminary)
- _____ Recording Fee (County) \$60 plat, \$30 for each additional document (disclosure statement, covenants, homeowners' association) additional City fees may apply

B. The Sketch Map shall include the following:

1. Subdivision name and description.
2. Maps showing the general location of the property in context with surrounding properties. Nearby landmarks should be clearly defined.
3. Proposed property boundaries.
4. Significant natural and man-made features of the proposed subdivision.
5. Lot and street layout (with acreages to one-half (1/2) acre).

A. The Sketch Plan shall consist of the following:

1. Subdivision name and description:
Lot 2 of Buena Vista Estates #2 A subdivision of the NW 1/4 SE 1/4 of section 28,
2. Name(s), address(es), email, and telephone number(s) of owner(s) and Subdivider(s) and any existing mortgage holders.
Name(s) Kevin + Toia Tanninen
Address(es) 10281 Buena Vista Ln. Belle Fourche, SD 57717
Email(s) tanninenk@gmail.com
Telephone #(s) 605-892-2238 cell(s) 605-210-0871
3. Proposed water supply, wastewater disposal system and distribution system. If known, soil types.
Rimrock Water Company - Water supply
4. Present use of land contained with the proposed subdivision and adjacent land:
Personal home and pasture.
5. Proposed improvement to be installed or constructed by the developer:
None
6. Type of structures and density of structures to be contained within the subdivision:
None



BUTTE COUNTY EQUALIZATION & PLANNING

117 5TH AVE, BELLE FOURCHE, SD 57717
605-892-3950 – Email: Cristina@buttesd.org

After the Planning Commission approves the Sketch Plan and Map, The Preliminary Plan and Plat may be submitted. The Subdivider shall comply with all requirements of Subdivision Ordinance 2022-03 and any contingencies required by the Planning Commission. If no exemptions were granted a public hearing will be posted and held along with the preliminary meeting. Written notice of the proposed subdivision, in the form of a certified letter with return receipt, shall be mailed out by the Subdivider or their representative to all adjacent landowners a minimum of 10 days prior to the public hearing. Copy of receipts of certified letters need to be submitted to the Planning Director.

Preliminary Plan Checklist: (not limited to)

____ Written reports on water and wastewater systems establishing compliance with the DANR requirements including, but not limited to, those contained in ARSD 74:02:01, 74:04:09, 74:53:01.

____ Letters from utility, water, and sewer/wastewater providers confirming available service, if applicable

____ Proposed improvements to be installed or constructed by the Subdivider including roads, emergency egress, and easements on the plat.

____ Application approval from Highway Department for approach(s) off county road.

____ A draft of covenants shall be provided to be recorded and run with the land. **Please see Subdivision Ordinance 2022-03 for a list of minimum covenant requirements.**

- Any subdivision consisting of three or more lots shall show provision for the creation of a homeowners or landowners association. A copy of the by-laws shall be recorded with the final plat.

Preliminary Plat Checklist: (not limited to)

____ Location of the property by legal description, the existing or proposed development, utilities, power lines, easements and rights-of-way within the proposed subdivision and adjacent area.

____ Location of drainage ways and areas subject to flooding clearly depicted including FEMA- designated Special Flood Hazard Areas, within the proposed subdivision and adjacent area.

____ Location, dimension, and area of all proposed and existing lots. All lots and blocks shall be numbered or lettered consecutively.

____ Names, location, and widths of all existing and proposed streets and roads within the proposed subdivision and adjacent area, together with map showing the point of connection and existing federal, state and/or county roads.

____ Location and dimensions of all land proposed to be dedicated or reserved for parks, school, or public uses.

____ If any existing structures or improvements, these must be shown with setbacks indicated. Setbacks for structures shall be at least 50 feet from the front of the lot and at least 25 feet from the sides and rear boundaries of each lot. (Regarding setbacks for eater and wastewater systems, refer to ARSD).

PLEASE REFER TO SUBDIVISION ORDINANCE FOR A COMPLETE LIST OF REQUIREMENTS

Prepared by:

Kevin and Toia Tanninen
10281 Buena Vista Ln.
Belle Fourche, SD. 57717
605-210-0871

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Township 8 North, Range 1 East, B.H.M. Butte County, South Dakota:

Section 21: Tract "A" of the E1/2SW1/4; and Tract "B" of the SE1/4, as shown by the Plat recorded in Plat Book 12 on Page 76A, Less Tract B-1 of Tract B as shown by the Plat recorded as Document #1999-657.

-and-

Section 28: E1/2NW1/4; NE1/4SW1/4; NW1/4SE1/4; and NE1/4.

Now, therefore, Bruce L. Riley, as sole owner of the described lands, for himself, his heirs, executors, administrators, personal representatives, successors, assigns and subsequent grantees, and all successors in interest, does hereby declare, create and impose the following land use covenants, restrictions, limitations and qualifications on each and all of the above-described land, so as to (i) enhance and protect the value, attractiveness and desirability of the property; (ii) prevent and minimize nuisances, and (iii) prevent impairment of attractiveness of the property and thereby afford such owners thereof the opportunity to preserve and improve property values; and to afford such owners and occupants of the above-described lands maximum benefit and enjoyment of such property with no greater restrictions or limitations upon the free and undisturbed use of such lands than is necessary to accomplish and fulfill the purpose and provisions hereof. Accordingly, the following covenants and restrictions regarding land use are hereby created and imposed, each and all of which are appurtenant to the above-described lands and shall run with the lands for the direct benefit of the lands, and any deed, lease, conveyance, transfer, or contract respecting title or possession of the aforesaid lands, shall be subjected to these covenants.

1. Only modern, single-family, private residential dwellings, including structures such as garages and other accessory-use buildings necessarily related or appurtenant to normal residential uses, shall be erected, located, and maintained on the aforesaid premises. All buildings shall be new materials, new construction, and set on a permanent foundation. Manufactured/modular homes shall be permitted provided they are on a permanent foundation. No trailer house or mobile homes shall be located, used, or maintained on any of the property.

2. The property may not be subdivided into parcels that are smaller than 20 acres per parcel "except for Lot 2 of Buena Vista Estates #2 a subdivision of the NW1/4SE1/4 of Section 28 T.8N., R.1E., B.H.M., Butte County, South Dakota can be divided no smaller than 10 acre parcels."

3. None of the following shall be constructed, erected, located, established or maintained on any of the aforesaid premises, or any portion thereof: junk yards, salvage yards, commercial or public sewage treatment facilities or sewage lagoons, garbage or trash dumps, sanitary landfills, any activities or operations which are noxious or offensive by reason of odor, dust, gas, smoke (except that this shall not preclude wood and/or coal heating systems) or noise, any operation, activity or use which constitutes a nuisance in a residential area, or any illegal or unlawful activities, trade or business operations.

4. Although domestic animals or livestock may be kept on the property, the same shall be so kept only under conditions providing sufficient acreage to properly care for and maintain said animals and under the further condition that said animals do not become a nuisance to owners or occupants of adjoining tracts or subdivided sites.

5. All fences and fencing shall be the responsibility of the owners of the individual tracts, and obligations respecting fences and fencing as between adjacent or adjoining tracts shall be determined by the laws of the State of South Dakota. All fences shall be promptly and properly repaired and maintained.

NATURE AND SCOPE OF COVENANTS:

1. These restrictions and covenants may be amended, altered, or modified at any time after 20 years "except for Lot 2 of Buena Vista Estates #2 a subdivision of the NW1/4SE1/4 of Section 28 T.8N., R.1E., B.H.M., Butte County, South Dakota can be amended, altered or modified after 19 years" from the date they are recorded by action and approval of owners of three-fourths (3/4) of the total area included in the aforesaid lands. Any authorized amendments, alterations, or modifications shall be disclosed by written agreement executed by all necessary and appropriate parties and shall be recorded in the office of the Register of Deeds, Butte County, South Dakota, before the same shall become effective, provided, however, no such amendments, alterations or modifications shall be construed as affecting vested property rights or interests, except as otherwise provided herein.

2. Invalidation of any of these restrictions or covenants, or any portions thereof, by court of competent jurisdiction shall affect only the restriction or covenant in question or at issue, and shall now in any way affect any of the other restrictions or covenants herein stated, in which event, all other restrictions and covenants shall remain in full force and effect.

3. Restrictions and covenants herein contained may be enforced according to the laws of the State of South Dakota as the same pertain to covenants appurtenant to the land.

4. Restrictions and covenants herein contained shall be in force and effect for a period of twenty (20) years "except for Lot 2 of Buena Vista Estates #2 a subdivision of the NW1/4SE1/4 of Section 28 T.8N., R.1E., B.H.M., Butte County, South Dakota can be amended, altered or modified after 19 years" from the date of recording hereof, and said restrictions and covenants shall be automatically renewed for an additional twenty (20) years unless otherwise amended, altered, or modified according to the provisions hereof.

5. These restrictions and covenants shall run with the land and are appurtenant to the land for the direct benefit of the land and shall be binding on the inure to the benefit of all parties and respective successors and assigns, and any parties claiming by or under them. Any transfer of title by deed or otherwise, including a transfer of title by operation of law, shall be subject to these restrictions and covenants herein contained.

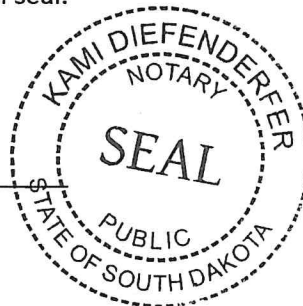
State of South Dakota
County of Butte

On this 28 day of Feb., 2024, before me,
Kami Diefenderfer, the undersigned officer, personally
appeared Kevin Tanninen known to me or satisfactorily proven to
be the person whose name subscribed to the within instrument and
acknowledged the he/she executed the same for the purpose therein contained.

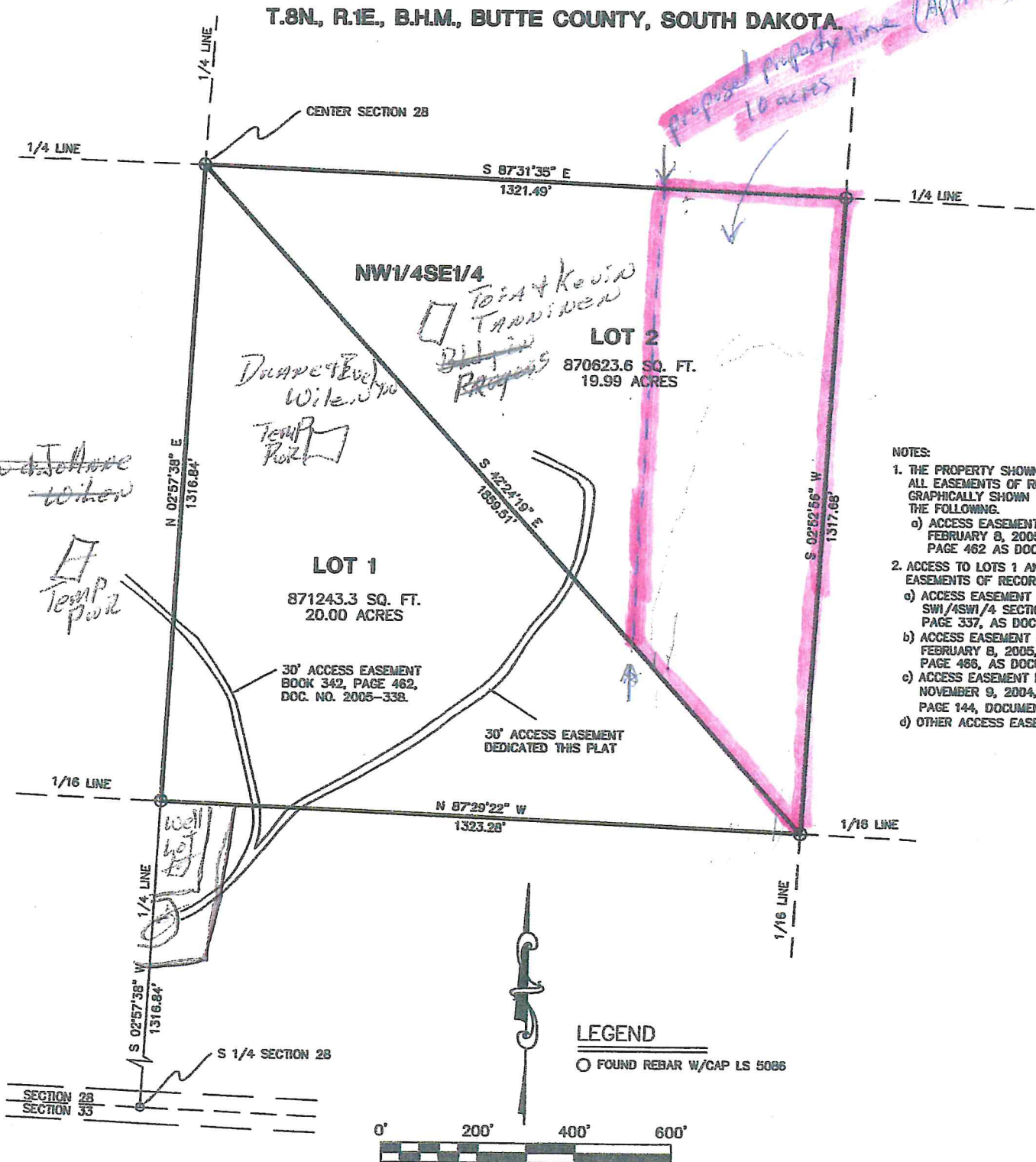
In witness whereof I hereunto set my hand and official seal.

Kami Diefenderfer
(Title of officer)

My commission expires: Aug. 3, 2026



**PLAT OF LOTS 1 AND 2 OF BUENA VISTA ESTATES • 2,
A SUBDIVISION OF THE NW1/4SE1/4 OF SECTION 28,
T.8N., R.1E., B.H.M., BUTTE COUNTY, SOUTH DAKOTA.**



- NOTES:**
1. THE PROPERTY SHOWN HERE
ALL EASEMENTS OF RECORD,
GRAPHICALLY SHOWN ON THE
THE FOLLOWING.
 - a) ACCESS EASEMENT RECORDED
FEBRUARY 8, 2005, BOOK
PAGE 462 AS DOCUMENT
 2. ACCESS TO LOTS 1 AND 2 BY
EASEMENTS OF RECORD AS FOLLOWS:
 - a) ACCESS EASEMENT ACROSS
SW1/4SW1/4 SECTION 28 I
PAGE 337, AS DOCUMENT
 - b) ACCESS EASEMENT RECORDED
FEBRUARY 8, 2005, BOOK
PAGE 466, AS DOCUMENT
 - c) ACCESS EASEMENT RECORDED
NOVEMBER 9, 2004, BOOK
PAGE 144, DOCUMENT NO.
 - d) OTHER ACCESS EASEMENTS

LEGEND
○ FOUND REBAR W/CAP LS 5086



*revised
Black market*

