

Schedule A
ALTA COMMITMENT

1. Commitment Date: September 29, 2023 at 7:00 AM

2. Policy to be issued: **TO BE DETERMINED**

(a) 2006 ALTA Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) ALTA Loan Policy

Proposed Insured:

Proposed Policy Amount:

(c) ALTA Policy

Proposed Insured:

Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Ronald J. Penney, Mary Ann Brandmeyer and Jeffrey S. Penney Trust, as tenants in common

5. The Land is described as follows:

Parcel 1 in the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), except Lot H2, and except Penney Outlot 1, of Section Thirty-Six (36), Township One Hundred Eleven (111) North, Range Fifty-Six (56) West of the 5th P.M., in Kingsbury County, South Dakota.

Parcel DOE# 8337

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Schedule B-I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

FURTHER REQUIREMENTS TO BE DETERMINED

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Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Court of Kingsbury County, South Dakota. Search was not made of filings in the central office of the Secretary of State of South Dakota. Any filings in the central office of the Secretary of State of South Dakota are not covered by this Commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water; any right, title or interest in any minerals, mineral rights, or related matters.
5. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
6. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
7. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easements granted or reserved along therewith or arising by operation of law.
8. The real estate described in this Commitment/Policy shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, we are not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.
9. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
10. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
11. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
12. Any service, installation or connection charge for sewer, water or electricity.
13. Subject to unrecorded leases, if any.
14. Real Estate Taxes, (and Special Assessments, if any), for year 2023 and subsequent years which constitute a lien but are not due and payable.
15. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
16. Subject to any setback lines and utility easements that may exist.
17. If a portion of the property contains wetlands which may be subject to federal, state or local regulations, the right to use or improve these wetlands is excepted herein.

(continued on next page)

SCHEDULE B-II

18. Terms and conditions of Dedication granted to the public, filed January 18, 1938 at 9 AM and recorded in Book 65 of Deeds, on page 50, for a strip of land 17 feet wide from north to south and 2594.2 feet long from east to west and extending from the east border line of the regular public road right of way along the west side Section 36-111-56 to the north and south quarter line and bounded on the south by the north line of the public road right located along the east and west 1/16th line of the SW¼ of 36-111-56.
19. Terms and conditions of Temporary Easement Agreement granted to the State of South Dakota, acting by and through its Department of Transportation, filed June 17, 1987 at 2 PM and recorded in Book 30 of Misc., on page 406.
20. Terms and conditions of Right of Way Easement granted to Kingbrook Rural Water System, Inc., filed October 2, 1989 at 1:10 PM and recorded in Book 31 of Misc., on page 541, which covers N½SW¼ of 36-111-56.
21. Terms and conditions of Grant of Right of Way Easement granted to United States of America, acting by and through the Secretary of the Interior, filed April 26, 1990 at 10 AM and recorded in Book 32 of Misc., on page 17, which covers a parcel of land in the SW¼ of 36-111-56.
22. Terms and conditions of State Patents recorded in Book 33 of Deeds, on pages 278 and 291, reserving to State of South Dakota "subject to reservation of right of way for irrigation ditches, canals, etc., as provided in Section 8257 revised Code of 1919 and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances, as provided by Chapter 305 and 308 laws of 1919."
23. 2022 Real Estate Taxes due and payable in 2023 in the amount \$610.16 are paid in full. Parcel DOE# 8337

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COUNTY PLANNING AND ZONING COMMITTEE APPROVAL. Be it known that on this 21st day of October, 1992 the County Planning and Zoning Committee did duly approve this plat.

Charles J. Crowder
Chairman, Kingsbury County Planning and Zoning Committee

TREASURER'S CERTIFICATE

I, *John E. Miller*, Treasurer of Kingsbury County, South Dakota, hereby certify that all the taxes which are liens upon any of the lands included in the foregoing plat, as shown by the records of said Treasurer's office have been fully paid.

Dated at Sioux Falls, South Dakota, this 19th day of October, 1992.
John E. Miller
Treasurer of Kingsbury County, South Dakota.

COUNTY AUDITORS' CERTIFICATE

I, *Richard J. Gierke*, County Auditor of Kingsbury County, South Dakota, hereby certify that the plat herein submitted to the Board of County Commissioners of Kingsbury County, South Dakota, on October 19, 1992, it was received by Richard J. Gierke, County Auditor of Kingsbury County, South Dakota, on October 19, 1992, it was accepted and approved and the County Auditor was instructed to endorse hereon the action of this board.

Richard J. Gierke
County Auditor of Kingsbury County, South Dakota

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, *William H. Hanson*, Director of Equalization of Kingsbury County, South Dakota, have received a copy of the plat herein shown in accordance with Section 3, Chapter 272 of the 1959 Session Laws of South Dakota.

William H. Hanson
Director of Equalization of Kingsbury County, South Dakota

STATE OF SOUTH DAKOTA)
COUNTY OF KINGSBURY)
DINER'S CERTIFICATE AND ACKNOWLEDGEMENT

We, *James H. Hanson* and *William H. Hanson*, hereby certify that all the land included in the plat herein shown and that said land is the absolute and unqualified owned of *James H. Hanson* and *William H. Hanson* and that this plat was made at Sioux Falls, South Dakota, on the 19th day of October, 1992.
Witness: *Bill* day of October, 1992.

James H. Hanson
William H. Hanson
Notary Public

STATE OF SOUTH DAKOTA)
COUNTY OF KINGSBURY)

On this 19th day of October, 1992, before me, a Notary Public in and for said County and State, personally appeared *James H. Hanson* and *William H. Hanson*, known to me to be the persons described in said who executed the above DINER'S CERTIFICATE and in acknowledged to me that he executed the same.
My Commission expires 9-26-94
William H. Hanson
Notary Public

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

PLAT OF
KINGSBURY COUNTY W.A. NO. 11

N1/2SW1/4 in Section 36
T. 111 N., R. 56 W.,
KINGSBURY COUNTY, SOUTH DAKOTA

FIFTH PRINCIPAL MERIDIAN
SCALE



SURVEYOR'S CERTIFICATE
STATE OF COLORADO)
COUNTY OF JEFFERSON)

This is to certify that I, *D. Bruce Mortenson*, a Land Surveyor with the U.S. Department of the Interior, in and for the State of Colorado, on and before April 2, 1990 at the request of James H. Penney, Proprietor of survey and plat of the North Half Southwest Quarter (N1/2SW1/4) in Section 36, T. 111 N., R. 56 W., 5th Principal Meridian, Kingsbury County, South Dakota, the portion so platted being further described as PARCELS 1 and 2 as shown on the accompanying plat.

I further certify that this plat correctly shows the results of the survey and the monuments were placed in the ground as shown on the plat.

D. Bruce Mortenson
D. Bruce Mortenson

Date April 6, 1990

STATE OF COLORADO)
COUNTY OF JEFFERSON)

On this the 6th day of April, 1990 before me, the undersigned Notary Public, for satisfaction, proven to be the person whose name is subscribed to the plat herein shown and acknowledged that he executed the same for the purposes therein contained.

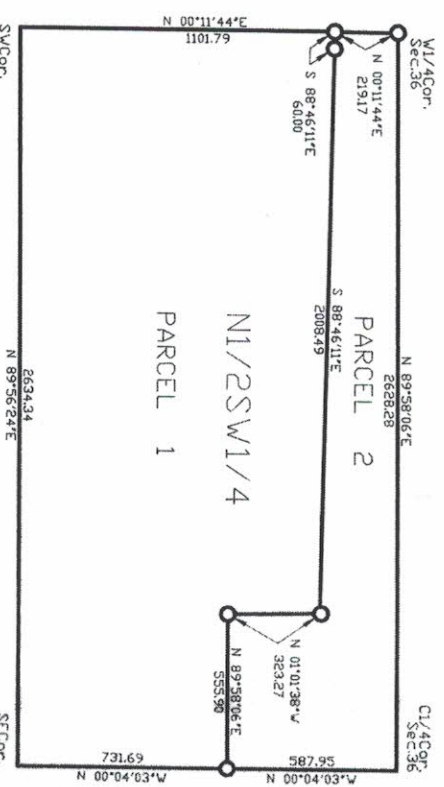
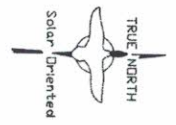
In Witness Whereof, I hereunto set my hand and official seal.
David L. Eggle
Notary Public

My Commission expires November 25, 1992.

Residing at Indian Hills Co. 80454

REGISTER OF DEEDS CERTIFICATE
Filed for record this 21st day of October, 1992 at 9:30 o'clock AM, and duly recorded in Book of Plats No. 318 on page 2 thereon.
John W. Hillman
Register of Deeds

John W. Hillman
Register of Deeds



MONUMENTATION
Aluminum Capped Iron Pipe

PARCEL	ACRES
1	66.21
2	19.04

KINGSBURY COUNTY BOARD OF COUNTY COMMISSIONERS

Box 196

De Smet, South Dakota 57231

Telephone (605) 854-3833

RESOLUTION 90-12

It was moved by Commissioner Iverson and seconded by Commissioner Ward, motion carried, that the PLAT OF KINGSBURY COUNTY W.A. NO. 11, located in the N 1/2 of the SW 1/4 of Sec. 36, T 111 N., R 56W, Kingsbury County, South Dakota as described and drawn on the foregoing plat be approved and accepted and that the Auditor is hereby instructed to endorse on such plat a copy of this resolution and to certify the same.

SIGNED

Clair Koch
Clair Koch, Chairman

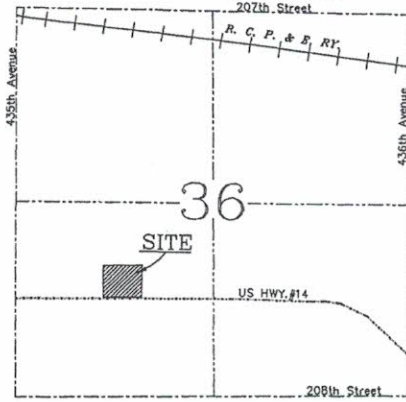
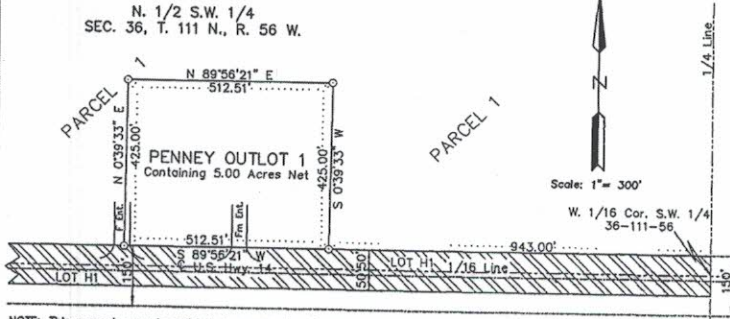
ATTEST

Audrey Penney
Audrey Penney, County Auditor

PENNEY OUTLOT 1

(Ronald Penney Outlot 1-A.dwg 01/25/17)

A PART OF PARCEL 1, A PART OF THE NORTH 1/2 OF SOUTHWEST 1/4 OF SECTION 36, TWP. 111 NORTH, RGE. 56 WEST OF THE 5TH P.M., KINGSBURY COUNTY, SOUTH DAKOTA



NOTE: This property may be subject to easements of record for the S.W. 1/4 of Sec. 36, T. 111 N., R. 56 W.

⊙ DENOTES IRON MONUMENT SET BEARINGS BASED ON GPS OBSERVATIONS JANUARY 2017

PIERCE & HARRIS ENGINEERING CO. INC.
MASONIC BLDG. HURON, S.D.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that Ronald J. Penney, Jeffrey S. Penney and Mary Ann Brandmeyer, as tenants in common, subject to a Life Estate in and to Audrey F. Penney, owners and proprietors of the following described property situated in the State of South Dakota and the County of Kingsbury to wit:

Parcel 1, a part of the North Half (N 1/2) of the Southwest Quarter (SW 1/4), Except Lot H2 of Section Thirty Six (S 36), Township One Hundred Eleven North (T. 111 N.), Range Fifty Six West (R. 56 W.) of the Fifth Principal Meridian (5th P.M.), Kingsbury County, South Dakota.

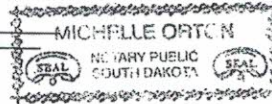
Have caused a part of the same to be platted as "PENNEY OUTLOT 1" and do hereby certify that they are the unqualified owners of all the land included in the plat hereon drawn and that said land is free from any encumbrance whatsoever, and that development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations and that they have requested the preparation of this plat in compliance with the laws for the State of South Dakota; in witness whereof said Ronald J. Penney, Jeffrey S. Penney and Mary Ann Brandmeyer, as tenants in common subject to a Life Estate in and to Audrey F. Penney have set their hands this ___ day of ___ A.D., 20__.

Ronald J. Penney
Ronald J. Penney

STATE OF South Dakota
COUNTY OF Kingsbury SS

On this 15th day of February, A.D., 2017 before me, a Notary Public, personally appeared Ronald J. Penney who, by me duly sworn, did say that he is one of the owners named in the foregoing instrument and that he acknowledged said instrument for the purpose therein stated.

Michelleorton
Notary Public, My Commission Expires 5-22-16

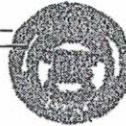


JSP
Jeffrey S. Penney

STATE OF Wyoming
COUNTY OF Washoe SS

On this 9th day of February, A.D., 2017 before me, a Notary Public, personally appeared Jeffrey S. Penney who, by me duly sworn, did say that he is one of the owners named in the foregoing instrument and that he acknowledged said instrument for the purpose therein stated.

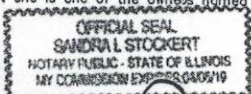
Rita Scott
Notary Public, My Commission Expires 2-20-17



Mary Ann Brandmeyer
Mary Ann Brandmeyer

STATE OF Illinois
COUNTY OF Clinton SS

On this 13 day of February, A.D., 2017 before me, a Notary Public, personally appeared Mary Ann Brandmeyer who, by me duly sworn, did say that she is one of the owners named in the foregoing instrument and that she acknowledged said instrument for the purpose therein stated.



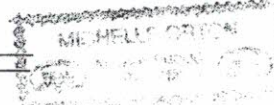
Sandra L. Stockert
Notary Public, My Commission Expires 4/6/19

Audrey F. Penney
Audrey F. Penney

STATE OF South Dakota
COUNTY OF Kingsbury SS

On this 15th day of February, A.D., 2017 before me, a Notary Public, personally appeared Audrey F. Penney who, by me duly sworn, did say that she is one of the owners named in the foregoing instrument and that she acknowledged said instrument for the purpose therein stated.

Michelleorton
Notary Public, My Commission Expires 5-22-16



SURVEYOR'S CERTIFICATE

I, Randall V. Hoscheid, a Registered and Licensed Land Surveyor, do hereby certify that I have replatted a tract of land as shown on the plat hereon drawn which hereafter shall be known as: "PENNEY OUTLOT 1" a part of Parcel 1, a part of the North 1/2 of the SW 1/4 of Section 36, Township 111 North, Range 56 West of the 5th Principal Meridian, Kingsbury County, South Dakota, and that said plat is in all respects true and correct. Witness my hand and seal this 27th day of January A.D., 2017.

Randall V. Hoscheid
Randall V. Hoscheid, Land Surveyor, PO Box 1384
S. D. Reg. No. 3506 Huron, SD 57350
Telephone (605) 352-5382



APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY

The location of the proposed property access roads abutting the County or State Highway as shown hereon, is hereby approved. Any change in the proposed access shall require additional approval.

Highway Authority: [Signature]

I, Joe D. Jensen, Chairman of the Planning Commission of Kingsbury County, South Dakota, do hereby certify that the plat hereon drawn was presented to and approved by the Planning Commission of Kingsbury County at its meeting on the 28 day of February A.D., 2017.

[Signature]
Chairman Planning Commission, Kingsbury County, South Dakota

RESOLUTION BY COUNTY COMMISSIONERS

It was moved by Roger Lee, seconded by Roger Walls, motion carried that the plat of "PENNEY OUTLOT 1" a part of Parcel 1, a part of the North 1/2 of the SW 1/4 of Section 36, Township 111 North, Range 56 West of the 5th Principal Meridian, Kingsbury County, South Dakota, as described above and drawn hereon be approved and accepted and the Auditor hereby is instructed to endorse on such plat a copy of this resolution and to certify the same.

I, Jennifer R. Barnard, County Auditor of Kingsbury County, South Dakota, do hereby certify that the within and foregoing is a true and correct copy of the resolution adopted by the County Commission of Kingsbury County, South Dakota, at its meeting on Feb. 27 A.D., 2017.

[Signature]
Auditor, Kingsbury County, South Dakota

I, Elaine Blackford, Treasurer of Kingsbury County, South Dakota hereby certify that all taxes which are liens upon any of the land included in the foregoing plat, as shown by the records of said Treasurer's Office, have been fully paid. Dated at DeSmet, South Dakota this 1 day of March A.D., 2017.

[Signature]
Treasurer, Kingsbury County, South Dakota

I, Sammy K Anderson, Director of Equalization of Kingsbury County, South Dakota hereby certify that I have received a copy of this plat this 1 day of March A.D., 2017.

[Signature]
Director of Equalization, Kingsbury County, South Dakota

Filed for record this 3rd day of March A.D., 2017 at 3:30 o'clock PM, and duly recorded in Book 393 Page B

Carvo J. Hojer Register of Deeds, Kingsbury County, South Dakota
Bruce C. Tande Deputy



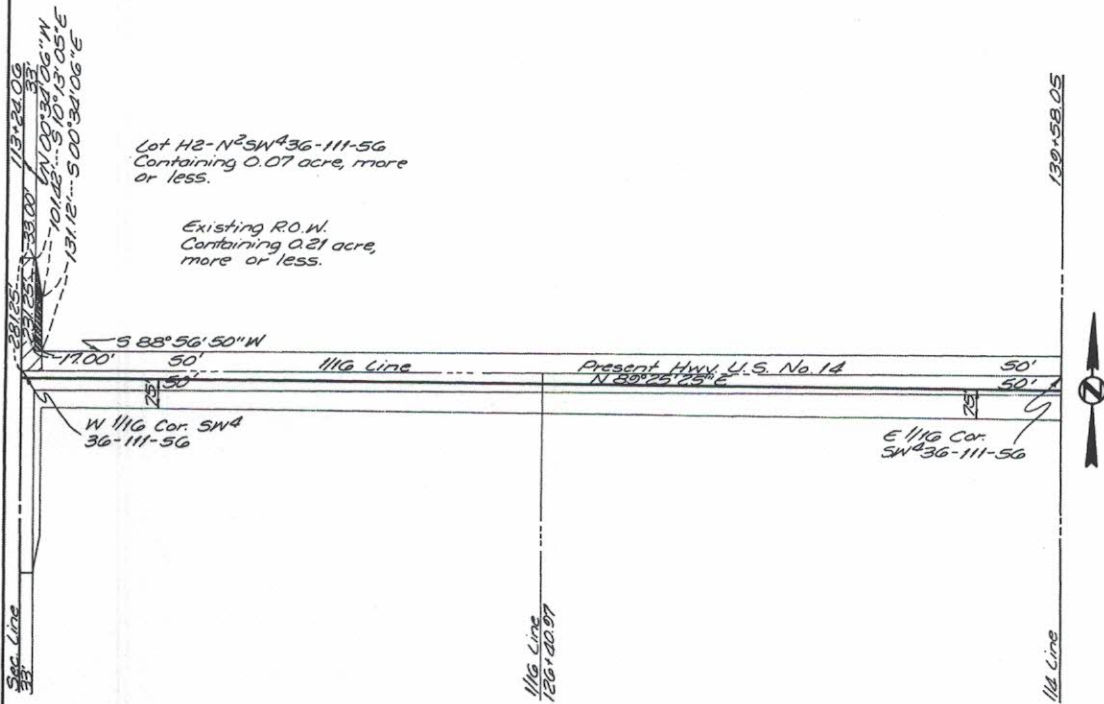
040718

C FEB \$60.00
RECORDED
INDEXED
COMR.

PLAT OF LOT H2-N²SW⁴36-T111N-R56W

Showing a tract of land to be acquired for highway purposes in the N²SW⁴ of Section 36-Township 111 North-Range 56 West of the 5th P.M. for construction of Project No. F001d(69)373
KINGSBURY COUNTY, SOUTH DAKOTA

Scale: 1 Inch = 200 feet



Drawn By C. Stuegelmeier Date 4-18-86
Checked By ERAGE Date 4-22-86

SURVEYOR'S CERTIFICATE

I, CLINT GREGORY, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota State Transportation Commission, the tract of land as shown on this plat has been surveyed at my direction and under my control, and such tract of land shall be hereafter known by the lot number designated herein. The location and dimensions of the tract are shown on the plat.

In witness whereof, I have set my hand and seal this 5th day of JANUARY, A.D., 19 87.

Clint Gregory
Registered Land Surveyor
Registration No. 632

ACKNOWLEDGEMENT OF SURVEYOR

State of South Dakota

County of King ss

Be it remembered that on this 15 day of January, 19 87, before me, the undersigned, a Notary Public, within and for the County and State aforesaid, personally appeared Clint Gregory known to me to be the person who is described in and who executed the within and foregoing instrument and certificate and acknowledged to me that he executed the same.

My Commission Expires Feb 15, 1992

Jayes Lee Puffing
Notary Public

King County
State of South Dakota

OFFICE OF REGISTER OF DEEDS

State of South Dakota

County of King ss

Filed for record the 13th day of June, A.D., 19 87, at 2: 00 P.M., and recorded in Books of Plats P-304 on Page 3 therein.

Thomas Williams
Register of Deeds

FEE \$ 5.00
RECORDED
INDEXED
NOTARY
GRANTEE

Deputy

KINGSBURY COUNTY
 PO BOX 166
 DE SMET SOUTH DAKOTA 57231
 (605) 854-3411

10/02/2023

Parcel Information for Bill #: 2023- 1 -5322

Record #: 8337

TAXPAYER: AUDREY F PENNEY LIFE ESTATE & ETALS
 209 4TH ST SW
 DE SMET SD 57231-

Prop Addr: STR 36-111-56

Title:

Legal: DE SMET TOWNSHIP
 PARCEL 1 IN N2SW EXC LOT H-2 & EXC PENNEY OUTLOT
 IN 36-111-56

36 - 111 - 56 0 - 0

School: 38-2

Acres / Lots: 54.88

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	305.08	.00	.00	.00	04/21/2023	3960
2nd Half:	305.08	.00		.00	04/21/2023	3960
Totals:	610.16			.00		
				***** Interest ***** Thru: 10/02/2023		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	76787	0	0	0	0	0
Total Tax:	610.16	.00	.00	.00	.00	.00

1st half paid by: AUDREY PENNEY ESTATE BY RONALD PENNEY - IN OFFICE
 2nd half paid by: AUDREY PENNEY ESTATE BY RONALD PENNEY - IN OFFICE

This instrument Drafted by
Wilkinson & Wilkinson Law Firm
103 Joliet Ave., P.O. Box 29
De Smet, South Dakota 57231-0029
Tele. (605) 854-3378



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 3/7/2016 at 3:40 PM
and Recorded in Book 115 of Deeds
on Page 380. Document # 39468

Recording Fee: \$30.00 Page:1 of 2

Transfer Fee: \$0.00

Carly J. Hojer
By _____ Register of Deeds
Deputy



FEE \$30.
RECORDED
INDEXED
COMP.

WARRANTY DEED

James H. Penney and Audrey F. Penney, of 43526 Highway 14 DeSmet, South Dakota 57231, GRANTORS, for no money consideration, Grants, Conveys and Warrants to Ronald J. Penney of 209 4th Street SW DeSmet, South Dakota 57231, and Jeffrey S. Penney of 4503 Rawhide Drive, Torrington, Wyoming 82240, and Mary Ann Brandmeyer, of 7121 Woodlane Road, Germantown, Illinois 62245 as tenants in common, GRANTEES, the following described real estate in the County of Kingsbury in the State of South Dakota:

The Southeast Quarter (SE ¼) of Section Fifteen (15), Township One Hundred Eleven (111), Range Fifty Five (55), West of the 5th P.M.;

Parcel 1 in the North One Half (N ½) of the Southwest Quarter (SW ¼), Except Lot H2, Section Thirty-Six (36), Township One Hundred Eleven (111), Range Fifty Six (56), West of the 5th P.M. all in Kingsbury County, South Dakota, subject to easements and reservations of record.

Each of the Grantors reserve unto themselves a life estate in and to the above described real property.

Dated this 7 day of December, 2015.

James Penney
James H. Penney

Audrey Penney
Audrey F. Penney

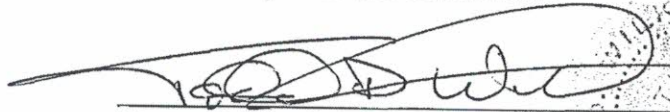
**EXEMPT FROM
TRANSFER FEE**

Exempt from Transfer Fee
Pursuant to SDCL 43-4-22 (18)

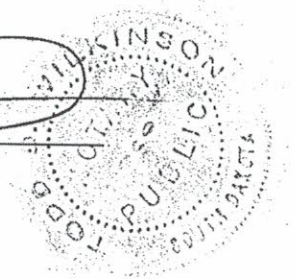
STATE OF SOUTH DAKOTA)
:SS)
COUNTY OF)

On this the 7 day of December, 2015, before me, the undersigned officer, personally appeared **James H. Penney and Audrey F. Penney**, a married couple, known to me and satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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



Notary Public, South Dakota
My Commission Expires:



Prepared by and Return to:
Jeffrey S. Penney
3209 Harrier Lane
Billings, MT 59102
Tele. (605) 593-3275



FEE \$30.⁰⁰
RECORDED
INDEXED
COMP.



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 3/1/2021 at 10:20 AM
and Recorded in Book 119 of Deeds
on Page 323. Document # 46056

Recording Fee: \$30.00 Page: 1 of 2
Transfer Fee: \$0.00

Caryn J. Hojer
By Bruce T. Tard Register of Deeds Deputy

QUITCLAIM DEED

Jeffrey S. Penney, of 3209 Harrier Lane, Billings, MT 59102, GRANTOR, for no money consideration, hereby quitclaims to:

Grantee:

Jeffrey S. Penney Trust
c/o Jeffrey S. Penney, Trustee
3209 Harrier Lane
Billings, MT 59102

the following legally described real estate in the County of Kingsbury in the State of South Dakota:

The Southeast Quarter (SE1/4) of Section Fifteen (15), Township One Hundred Eleven (111), Range Fifty Five (55), West of the 5th P.M.;

Parcel 1 in the North One Half (N1/2) of the Southwest Quarter (SW1/4), Except Lot H2, Section Thirty-Six (36), Township One Hundred Eleven (111), Range Fifty Six (56), West of the 5th P.M. all in Kingsbury County, South Dakota, subject to easements and reservations of record.

DATED: February 17, 2021

**EXEMPT FROM
TRANSFER FEE**


Jeffrey S. Penney

Exempt from Transfer Fee
Pursuant to SDCL 43-4-22 (18)

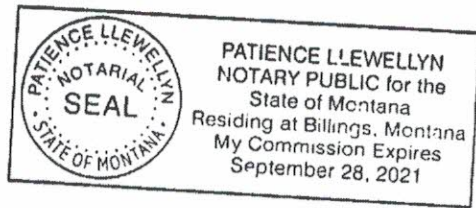
[NOTARY PAGE FOLLOWS]

STATE OF MONTANA)
 :SS.
County of Yellowstone)

This instrument was acknowledged before me on February 17, 2021 by Jeffrey S. Penney.



[affix notary stamp beside or below signature]



This instrument Drafted by
Wilkinson & Wilkinson Law Firm
103 Joliet Ave., P.O. Box 29
De Smet, South Dakota 57231-0029
Tele. (605) 854-3378



FEE \$30
RECORDED
INDEXED
COMP.



STATE OF SOUTH DAKOTA } **SS**
Kingsbury County

Filed for Record on 8/9/2016 at 3:00 PM
and Recorded in Book 50 of Misc
on Page 103. Document # **39980**

Recording Fee: \$30.00 Page:1 of 3

Transfer Fee: \$0.00

By Caryn J. Hgei Register of Deeds
Deputy

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF KINGSBURY)

AFFIDAVIT

Audrey F. Penney of 516 Calumet Ave #4, De Smet, South Dakota 57231, being first duly sworn upon her oath, deposes and says:

That she is one of the surviving Grantors in the following Warranty Deed, to-wit:

Warranty Deed, executed by James H. Penney and Audrey F. Penney, husband and wife, of De Smet, South Dakota, as grantors, to Ronald J. Penney, of De Smet, South Dakota, Jeffrey S. Penney, of Torrington, Wyoming, and Mary Ann Brandmeyer, of Germantown, Illinois, grantees which deed was dated the 7th day of December, 2015 and filed for record on the 7th of March, 2016, and recorded in Book 115 of Deeds on page 380, in the office of the Register of Deeds, Kingsbury County, South Dakota.

That James H. Penney, died on the 28th day of June, 2016; as evidenced by a certified copy of death certificate hereto attached, marked Exhibit "A", and by reference made a part hereof.

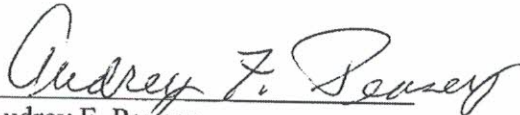
That there is no Inheritance Tax or State Estate Tax due the State of South Dakota.

That a description of the property affected by the death of James H. Penney, is to-wit:

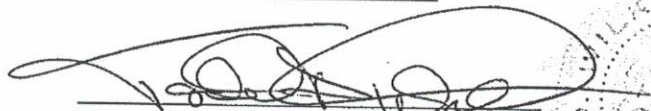
The Southeast Quarter (SE ¼) of Section Fifteen (15), Township One Hundred Eleven (111), Range Fifty Five (55), West of the 5th P.M.;

Parcel 1 in the North One Half (N ½) of the Southwest Quarter (SW ¼), Except Lot H2, Section Thirty-Six (36), Township One Hundred Eleven (111), Range Fifty Six (56), West of the 5th P.M. all in Kingsbury County, South Dakota, subject to easements and reservations of record.

That upon the death of James H. Penney, and pursuant to the terms and conditions of said Deed, the interest of said James H. Penney in and to the above-described property terminated and ceased to exist and his interest vested solely in the remainderman: ~~Ronald J. Penney, Jeffrey S. Penney, and Mary Ann Brandmeyer,~~ subject to life estate of Audrey F. Penney. Dated: 7-21-16.


Audrey F. Penney

Subscribed and sworn to before me on 7-21-16.


Notary Public, South Dakota
My Commission Expires: 5-15-2018



This instrument Prepared by
Wilkinson & Schumacher Law Prof. LLC
103 Joliet Ave., P.O. Box 29
De Smet, South Dakota 57231-0029
Tele. (605) 854-3378



C. FEE \$ 30.00
RECORDED
INDEXED
COMP.



STATE OF SOUTH DAKOTA }
Kingsbury County } SS

Filed for Record on 7/21/2023 at 1:50 PM
and Recorded in Book 56 of Misc
on Page 502. Document # 49569

Recording Fee: \$30.00 Page: 1 of 3
Transfer Fee: \$0.00

Caryn J. Hojer
By Brian C. Tardie Register of Deeds Deputy

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF KINGSBURY)

AFFIDAVIT

Ronald J. Penney, a married person, of 209 4th Street Southwest, De Smet, South Dakota 57231, being first duly sworn upon his oath, deposes and says:

That my late mother, Audrey F. Penney, was the grantee in the following described Warranty Deeds made, executed, acknowledged and delivered so as to be placed of record, and was so placed of record, to-wit:

Warranty Deed, executed by James Penney and Audrey Penney, husband and wife, Grantors, of 43526 Hwy 14, De Smet, SD 57231, to Ronald J. Penney, of 209 4th St. SW, De Smet, SD 57231, Jeffrey S. Penney, of 4503 Rawhide Dr. Torrington, Wyoming 82240 and Mary Ann Penney, of 7121 Woodland Road, Germantown, IL 62245, Grantees, as tenants in common, which deed was dated the 25th day of July 2014, and filed for record on the 25th day of July 2014 and recorded in Book 114 on page 153, in the office of the Register of Deeds, Kingsbury County, South Dakota and

Warranty Deed, executed by James Penney and Audrey Penney, of 43526 Hwy 14, De Smet, SD 57231, Grantors to Ronald J. Penney, of 209 4th St. SW, De Smet, SD 57231, Jeffrey S. Penney, of 4503 Rawhide Dr. Torrington, Wyoming 82240 and Mary Ann Brandmeyer, of 7121 Woodland Road, Germantown, IL 62245, Grantees, as tenants in common, which deed was dated the 7th day of December 2015, and filed for record on the 7th day of March 2016 and recorded in Book 115 on page 380, in the office of the Register of Deeds, Kingsbury County, South Dakota

That said Audrey F. Penney, died on the 3rd day of January 2023, as shown by the certified copy of Certificate of Death hereto attached marked Exhibit "A", and by reference thereto made a part hereof.

That there is no Inheritance Tax or State Estate Tax due the State of South Dakota.

That a description of real estate affected by the death of Audrey F. Penney is as follows:

The Northeast Quarter (NE ¼) of Section Thirty Six (36), Township One Hundred Eleven (111) North, Range Fifty Six (56), West of the 5th P.M.;

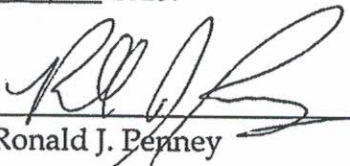
The Southeast Quarter (SE ¼) of Section Fifteen (15), Township One Hundred Eleven (111), Range Fifty Five (55), West of the 5th P.M.; and

Parcel 1, in the North One Half (N ½) of the Southwest Quarter (SW ¼), Except Lot H2, and except Penney Outlot 1, Section Thirty-Six (36), Township One Hundred Eleven (111), Range Fifty Six (56), West of the 5th P.M.

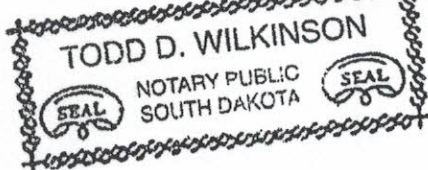
All in Kingsbury County, South Dakota, subject to easements and reservations of record.


That upon the death of Audrey F. Penney, and pursuant to the terms and conditions of said Deed, the interest of said Audrey F. Penney, in and to the above-described property terminated and ceased to exist and her interest vested solely in the remainderman, Ronald J. Penney, of 209 4th Street Southwest, De Smet, SD 57231, Jeffrey S. Penney, a married person, 4503 Rawhide Drive, Torrington, WY 82240 and Mary Ann Penney aka Mary Ann Brandmeyer, a married person, of 7121 Woodland Road, Germantown, IL 62245.

Dated this 14 day of JULY 2023.


Ronald J. Penney

Subscribed and sworn to before me on this 14th day of July 2023.




Notary Public, South Dakota
My Commission Expires: 5-15-2024

#864.

DEDICATION

Know all Men By These Presents;

That M. Penney of De Smet, South Dakota, for and in consideration of One Dollar and other valuable consideration to him in hand paid by Kingsbury County South Dakota, hereby dedicates to the public as and for a public highway and road, all of his right, title and interest in and to the following ^{dedicated} parcel of land, situated in the County of Kingsbury and State of South Dakota, to-wit;

A strip of land parallel with and adjacent to the previously acquired sixty six foot right of way along the east and west 1/16th line of the Southwest Quarter (SW 1/4) of Section Thirty Six (36), Township One Hundred Eleven (III), Range Fifty Six (56), Said strip of land being seventeen (17) feet wide from north to south and 2594.2 feet, more or less, long, from east to west extending from the east border line of the regular public road right of way along the west side of said section to the north and south quarter line and bounded on the south by the north line of said public road right of way of said section Thirty Six (36), and containing approximately 1.01 acres.

The within instrument is not intended as a grant or conveyance of the fee ^{title} to the real estate herein described and dedicated.

In witness whereof we have hereunto set our hands, at De Smet, South Dakota, on this the 26 day of June, 1937.

M. Penney

State of South Dakota,)
County of Kingsbury,) ss.

On this the 26 day of June, 1937, before me, Arthur Kopperud, County Auditor, Kingsbury County, South Dakota, personally appeared, M Penney, known to me to be the person who is described in and who executed the within instrument and he acknowledged to me that he executed the same.

Kingsbury County Seal.

Arthur Kopperud, County Auditor
within and for Kingsbury County,
South Dakota.

864.

Filed for record the 18th day of January, 1938, at 9 o'clock A.M.
and recorded in Book 65 of Deed Record Page 50.

W.M.Robinson, Register of Deeds.

865.

TEMPORARY EASEMENT AGREEMENT

Project No. F 0014(69)378 County Kingsbury Parcel No. 16*

This AGREEMENT for Temporary Easement rights entered into by the undersigned, hereinafter referred to as the Grantor, and the STATE OF SOUTH DAKOTA acting by and through its Department of Transportation, hereinafter referred to as the State, witnesseth; WHEREAS, the State contemplates the construction, operation and maintenance of highway facilities on the above described project as provided for by Law; and

WHEREAS, a portion of the Temporary Easement necessary for the proper completion of such highway facilities, as designated by plans on file at the Department of Transportation, is located over and across the real property hereinafter described as:

N 1/2 SW 1/4 of Section 36, Township 111 North, Range 56 West of 5th P.M., Kingsbury County, South Dakota.

NOW, THEREFORE, it is expressly agreed and understood by the parties hereto that:

(1) The Grantor grants permission to the State, its agents, representatives and assigns or any Contractor employed by the State to enter upon the above described property and to use all designated Temporary Easement areas for detour, cutslope, fillslope or drainage channel purposes upon approval of this AGREEMENT with the understanding that such permission for entry shall terminate one year after the construction of the project has been completed. The Temporary Easement area is estimated to be 0.50 acres, (more) and payment for use of same is based on a rate of \$240.00 per acre, (more). It is further agreed and understood by the Grantor that any additional Temporary Easement area necessary for the proper completion of the facility may also be so used and the additional area will be measured and paid for separately at the same rate herein stated. It is agreed and understood that all areas used will be sloped and graded as smooth as practicable and left in a neat and workmanlike manner; and

(2) All fences existing within the Temporary Easement area shall become the property of and shall be disposed of by the State if not salvaged by the Grantor prior to being cleared by the State. Any existing fence so removed that is being used will be replaced by the State with one of its standard fences that conforms as nearly as possible to the existing fence but in no case will it be less than a four strand barb wire fence; and

(3) The State will have a temporary fence constructed around each Temporary Easement area where needed to retain livestock prior to its clearing of the existing fence but will not guarantee prior placement when the Grantor salvages the fence. The Temporary fence will remain the property of the State or its Contractor and will be removed after the permanent fence has been constructed; and

(4) The State will have a fence constructed around those Temporary Easement areas of appreciable size that fall on pasture land. The Grantor agrees to allow such fence to remain in place and to maintain same for a period of three years after the area is seeded. After the three year period the fence becomes the property of the Grantor and may be removed; and

(5) The State will pay for crop damage within the Temporary Easement area caused by the State, its agents, representatives and assigns or any Contractor employed by the State only when such crop has been planted prior to the time survey stakes are set to outline the Temporary Easement area except that crop damage will not be paid for alfalfa or other perennial grass being used for pasture. The amount of crop damage to be paid will be based on the area damaged, the percent of damage, the average yield on adjoining fields and the market price at the time of harvest less a predetermined harvesting cost; and

(6) The following mutually agreed upon special conditions are made a binding part of this AGREEMENT:

STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY
Filed for record the 23 day of June, 1987, at 2 o'clock
P. M. in Book 38 of Misc on page 466
James H. Penney, Register of Deeds
amount for easement included on Vol 38 agreement
01040
FEE \$ 2.00
RECORDED
INDEXED
GRANTOR
GRANTEE

(7) The Grantor, his heirs or assigns shall not interfere with nor disturb the facilities constructed upon the Temporary Easement area without the written approval of the State; and

(8) All foregoing conditions are binding upon the State only upon approval of this AGREEMENT by the State's authorized representative and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and

NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 2.00 for Temporary Easement and damages, which it is understood and agreed will be paid as soon as all required documents and releases are properly signed and received by the State and a voucher processed for payment, the above and foregoing AGREEMENT is entered into on this 13 day of May, 19 87, and in the witness whereof the Grantor hereunto subscribes by signature.

Receipt of an identical copy of the AGREEMENT is hereby acknowledged.

x James H Penney
x Audrey F. Penney

ACKNOWLEDGEMENT

State of S. Dak.)
County of Kingsbury) SS

Be it remembered that on this 13 day of May, 1987, before me, a Notary Public within and for said County and State, personally appeared James H. Penney and Audrey F. Penney

known to me to be the person(s) who are described in, and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(S E A L)

James E. Gunning
Notary Public
My Commission Expires 1-22-89

The above and foregoing AGREEMENT approved this 17 day of June, 1987.

Care R. Chambers
Right of Way Engineer
Manager, Operations Program

No. 03646

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to

James H. Penney and Audrey F. Penney hereinafter referred to as GRANTOR, by KINGBROOK RURAL WATER SYSTEM, INC., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove the water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, under, across and through the land of the GRANTOR, situated in Kingsbury County, State of South Dakota, said land being described as follows:

N 1/2 of SW section 36, T111, R56

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement.

The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

GRANTEES agree that they will, following any excavation for pipeline, return the premises to their former condition as is reasonably possible at no expense to GRANTORS.

The grant and other provisions of this agreement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of July, 19 89.

James H. Penney (SEAL)
Audrey F. Penney (SEAL)

STATE OF SOUTH DAKOTA)
County of Kingsbury)ss

On this the 5 day of July, 19 89, before me, LaVonne Williams

the undersigned officer, personally appeared James H. Penney & Audrey F. Penney 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 WHEREOF I hereunto set my hand and official seal.

03646

LaVonne Williams
Notary Public, State of South Dakota

STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY
Filed for record the 2 day of Oct, 1989 at 1:00 PM
My Commission expires: 31 in Book 31, page 541 on page 541 at 12:00 PM
Register of Deeds Deputy

FEE \$ 30
RECORDED
INDEXED
GRANTOR
GRANTEE
PUBLIC

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE

GRANT OF RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made this 26 day of April, 1990, by and between James H. Penney and Audrey F. Penney, husband and wife, of DeSmet, South Dakota, hereinafter referred to as "grantors" and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, Section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1984, as amended by Section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., Sec. 718d(C)), authorizes the Secretary of the Interior to acquire interests in land and water suitable for use as wildlife habitat, including rights-of-way to provide access to such lands and water; and

WHEREAS, the land and water described below is suitable for providing access to an existing Waterfowl Production Area;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) the Grantors do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within 12 months of the execution of this indenture by the Grantors or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement (in perpetuity) for the right of access over and across the following described legal subdivision in Kingsbury County, State of South Dakota, to-wit:

Township One Hundred Eleven (111) North, Range Fifty-Six (56) West, Fifth Principal Meridian:

Commencing at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) Section Thirty-six (36), thence S. 0° 11' 44" W. 219.17 feet to the Point of Beginning; thence S. 88° 46' 11" E. 2068.49 feet; thence S. 1° 01' 38" E. 33.00 feet; thence N. 88° 46' 11" W. 2069.19 feet; thence N. 0° 11' 44" E. 33.00 feet to the Point of Beginning.

Subject, however, to all existing right-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights.

PROVISIONS

- 1. Said easement shall permit ingress and egress by U. S. Fish and Wildlife Service personnel and vehicles.
- 2. Access over and across the property described may be marked or posted as such.
- 3. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors by the UNITED STATES OF AMERICA, the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.
- 4. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to Mr. James H. Penney at R.R. 2, DeSmet, South Dakota 57231 and such notice shall be binding upon all the Grantors without sending a separate notice to each.
- 5. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commission, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
- 6. Payment of the consideration will be made after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 26th day of April, 1990.

James H. Penney (L.S.)
James H. Penney

Audrey F. Penney (L.S.)
Audrey F. Penney

DEED RECORD.

1042

STATE OF SOUTH DAKOTA,

To all to Whom these Presents Shall Come, Greeting:

WHEREAS, On the 7th day of April, 1909, all that tract or parcel of Common School land of the State of South Dakota, hereinafter mentioned and particularly described, was sold in the manner prescribed by law to M. Penney, of the County of De Smet and State of South Dakota, for the aggregate price of Forty Five Hundred and no/100 Dollars, and

WHEREAS, The said sum of Forty Five Hundred and no/100 DOLLARS has been fully paid to the proper receiving officer for the State of South Dakota, as shown by the records in the office of the Commissioner of School and Public Lands, the said sum being the whole amount of the purchase price for the said tract or parcel of land,

NOW, KNOW YE, That the said State of South Dakota, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of Forty Five Hundred and no/100 DOLLARS to the said State of South Dakota paid, doth by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, in fee, unto the said

M. Penney, Original Purchaser his heirs and assigns, the said tract or parcel of land situated in the County of Kingfisher and State of South Dakota, and described as follows, to-wit:

The Northeast Quarter of the Southeast Quarter of Section Number Thirty Six (36), in Township Number One Hundred Eleven (111), North, and of Range Number Fifty Six (56), West of Fifth Principal Meridian, containing forty and no/100 acres,

more or less, according to the United States government survey, and as appears from the plats and records of said lands now on file in the office of the Commissioner of School and Public Lands subject to reservation of right of way for irrigation ditches, canals, etc., as provided in Section 5257, Revised Code of 1919 and subject to reservation and rights relating to deposits of coal, ore, metals and other minerals, asphaltum, oil, gas and other like substances, as provided by Chapters 305 and 308, Laws of 1919.

TO HAVE AND TO HOLD The same, together with all the appurtenances thereunto belonging unto the said M. Penney - Original Purchaser his heirs and assigns, in fee simple, forever.

IN WITNESS WHEREOF, I the Governor of the State of South Dakota have herewith signed my name and caused the seal of the Commissioner of School and Public Lands to be hereunto affixed, this 10th day of October A. D. 1909.

By the Governor: State of South Dakota W. J. Bulow governor

Attest: O. P. J. Engstrom Commissioner of School and Public Lands.

Contract No. 440 Patent No. 11005 Recorded Book No. 20 Page 248 Office of Commissioner of School and Public Lands.



Filed for record the 28th day of October A. D. 1909 at 3:30 o'clock P.M., and recorded in Book 33 of Deed Record, on page 291.

By Deputy: F. J. Reynolds Register of Deeds.

DEED RECORD.

WILL A. BEACH, PRINTER AND BINDER, SIOUX FALLS, S. D. - FORM 1.

1465-

STATE OF SOUTH DAKOTA,

To all to Whom these Presents Shall Come, Greeting:

WHEREAS, On the 7th day of April, 1902, all that tract or parcel of Common School land of the State of South Dakota, hereinafter mentioned and particularly described, was sold in the manner prescribed by law to M. Penny of Ne Smet of the County of _____ and State of South Dakota, for the aggregate price of Forty Five Hundred and no/100 Dollars, and

WHEREAS, The said sum of Forty Five Hundred and no/100 DOLLARS has been fully paid to the proper receiving officer for the State of South Dakota, as shown by the records in the office of the Commissioner of School and Public Lands, the said sum being the whole amount of the purchase price for the said tract or parcel of land,

NOW, KNOW YE, That the said State of South Dakota, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of Forty Five Hundred and no/100 DOLLARS to the said State of South Dakota paid, doth by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, in fee, unto the said

M. Penny, original purchaser his heirs and assigns, the said tract or parcel of land situated in the County of Kingsbury and State of South Dakota, and described as follows, to-wit:

The Northwest Quarter of the Southwest Quarter of Section Number Thirty Six (36), in Township Number One Hundred Eleven (11), North, and of Range Number Fifty Six (56), West of Fifth Principal Meridian, containing Forty and no/100 acres,

more or less, according to the United States government survey, and as appears from the plats and records of said lands now on file in the office of the Commissioner of School and Public Lands subject to reservation of right of way for irrigation ditches, canals, etc., as provided in Section 8257, Revised Code of 1919 and subject to reservations and rights relating to deposits of coal, gas, metals and other minerals, asphaltum, oil, gas and other like substances, as provided by Chapters 305 and 317, Laws of 1917.

TO HAVE AND TO HOLD The same, together with all the appurtenances thereunto belonging unto the said M. Penny, original purchaser his heirs and assigns, in fee simple, forever.

IN WITNESS WHEREOF, I, the Governor of the State of South Dakota, ^{has caused this patent to be executed in the name of the State by the Governor and attested by me} have hereunto signed my name and caused the seal of the Commissioner of School and Public Lands to be hereunto affixed, this 27th day of June, A. D. 1902
 State of South Dakota:
 By the Governor:



Attest: Carl Lunderson, Governor.

O. P. J. Engstrom
 Commissioner of School and Public Lands.

Contract No. 441 Patent No. 10486 Recorded, Book No. 19, Page 447
 Office of Commissioner of School and Public Lands.

Filed for record the 24th day of November, A. D. 1902 at 3 o'clock P. M., and recorded in Book 33 of Deed Record, on page 278

By _____ Deputy. Frank Schaub Register of Deeds.