



418 Sixth Street
Brookings, SD 57006
605-696-0100
BrookingsCountyTitleCo.com

Pre-Auction Report:

Vesting: Frances F. Olson, a single person

Tract 1: Containing 102.2 acres +-

EXCEPTIONS:

1. U.S. Fish and Wildlife Service-Easement for Waterfowl management rights. Dated April 15, 1996 and recorded February 26, 1997 in Book 143 of Miscellaneous, page 195
2. Right of Way Easement-Kingbrook Rural Water System. Dated December 29, 1995 and recorded January 11, 1996 in Book 139 of Miscellaneous, page 357
3. Vested Drainage. Dated June 29, 1992 and recorded June 29, 1992 in Book 127 of Miscellaneous, page 402
4. Vested Drainage, Dated June 29, 1992 and recorded June 29, 1992 in Book 127 of Miscellaneous, page 400
5. Right of Way Easement-Kingbrook Rural Water System Dated: June 7, 1978 and recorded June 27, 1978 in Book 95 of Miscellaneous, page 79
6. Real Estate Taxes. First half \$857.19 unpaid; second half \$857.19 unpaid
7. Right of Way Easement-Kingbrook Rural Water System, Dated April 12, 1999 and recorded June 2, 1999 in Book 151 of Miscellaneous, page 845
8. Real Estate Taxes. First half \$346.90 unpaid; Second half \$346.90 unpaid (W½NE¼)

Tract 2: Containing 130.00 acres +-

Tract 3: Containing 57.8 acres +-

EXCEPTIONS:

1. U.S. Fish and Wildlife Service-Easement for Waterfowl management rights. Dated April 15, 1996 and recorded February 26, 1997 in Book 143 of Miscellaneous, page 195
2. Right of Way Easement-Kingbrook Rural Water System. Dated April 25, 1975 and recorded November 1, 1976 in Book 91 of Miscellaneous, page 1036
3. Real Estate Taxes. First half \$628.10 unpaid; second half \$628.10 unpaid (S½NW¼)
4. Right of Way Easement. Kingbrook Rural Water System. Dated December 29, 1995 and recorded January 11 1996 in Book 139 of Miscellaneous, page 356
5. Vested Drainage. Dated June 29, 1992 and recorded June 29, 1992 in Book 127 of Miscellaneous, page 402
6. Vested Drainage, Dated June 29, 1992 and recorded June 29, 1992 in Book 127 of Miscellaneous, page 400
7. Real Estate Taxes. First half \$1,989.25 unpaid; second half \$1,989.25 unpaid (SW¼)



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Tract 4: Containing 172.9 Acres +-

EXCEPTIONS:

1. Right of Way Easement-Kingbrook Rural Water System, Dated April 12, 1999 and recorded June 2, 1999 in Book 151 of Miscellaneous, page 845
2. U.S. Fish and Wildlife Service-Easement for Waterfowl management rights. Dated April 15, 1996 and recorded February 26, 1997 in Book 143 of Miscellaneous, page 195
3. Real Estate Taxes. First half \$346.90 unpaid; Second half \$346.90 unpaid (W $\frac{1}{2}$ NE $\frac{1}{4}$).

Tract 5: Containing 12.7 acres +-

EXCEPTIONS:

1. U.S. Fish and Wildlife Service-Easement for Waterfowl management rights. Dated April 15, 1996 and recorded February 26, 1997 in Book 143 of Miscellaneous, page 195
2. Right of Way Easement. Kingbrook Rural Water System. Dated December 29, 1995 and recorded January 11 1996 in Book 139 of Miscellaneous, page 356
3. Vested Drainage. Dated June 29, 1992 and recorded June 29, 1992 in Book 127 of Miscellaneous, page 402
4. Vested Drainage, Dated June 29, 1992 and recorded June 29, 1992 in Book 127 of Miscellaneous, page 400
5. Right of Way Easement-Kingbrook Rural Water System. Dated April 25, 1975 and recorded November 1, 1976 in Book 91 of Miscellaneous, page 1036
6. Real Estate Taxes. First half \$1,989.25 unpaid; second half \$1,989.25 unpaid (SW $\frac{1}{4}$)

Form 3-1916
Revised October, 1989

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Allen M. Olson and Francis F. Olson, also known as Frances F. Olson
of Bruce, South Dakota, 70

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d(c); the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901; and the Land and Water Conservation Fund Act, 16 U.S.C. 4601-9(a)(1), authorize the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of Seventeen thousand eight hundred twenty five Dollars (\$ 17,825), the parties of the first part 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 9 months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of ingress to and egress on, over, across and through any all lands as described below by authorized representatives of the United States.

The lands covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or man-made causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. The lands described on Exhibit A, and the aforementioned right of ingress to and egress extends on, over, across and through any and all lands within the following described legal subdivision(s) in Brookings County, State of South Dakota, to-wit:

T. 111 N., R. 51 W., 5th P.M.
section 20, N $\frac{1}{2}$ EXCEPT N. 46 rods of the E. 12 $\frac{1}{2}$ rods, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

Vendors, successors and assigns relinquish all interest in Vested Drainage Rights appurtenant to wetlands on attached Exhibit A.

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

The parties of the first part, for themselves, their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

SPECIAL PROVISIONS

1. 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 parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

- 2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Allen M. Olson RR 2, Box 388 Bruce, SD 57220 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.
- 3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, 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.
- 4. Payment of the consideration will be made by a United States Treasury check 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.

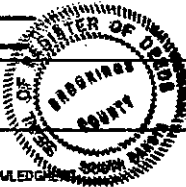
The check for the easement consideration will be made payable to the Farm Service Agency, formerly known as FmHA, and the landowners as co-payees.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 15th day of April, 1996

Allen M. Olson (L.S.) Francis F. Olson (L.S.)
 Allen M. Olson Francis F. Olson, also known as Frances F. Olson
 (L.S.) (L.S.)

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS
 FILED THIS 26th DAY OF April 1996 AT 2:35 O'CLOCK P
 BOOK 143 Min PAGE 195-197

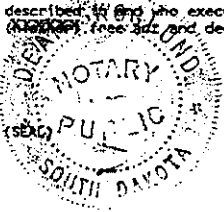
Allen M. Olson BY (L.S.)
 REGISTER OF DEEDS DEPUTY (L.S.)
 (L.S.) (L.S.)



STATE South Dakota)
 COUNTY OF Brookings) ss

On this 15th day of April, 1996 before me personally appeared Allen M. Olson & Francis F. Olson, also known as Frances F. Olson

his wife, known to me to be the person(s) described, who executed the foregoing instrument and acknowledged to me that they executed the same as their own free act and deed.



Allen M. Olson
 Notary Public
 My commission expires: 6-18-2000

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this _____ day of _____, 19____.

JAN 29 1997

THE UNITED STATES OF AMERICA
 By: Shirley K. Hallman
 Title: Chief, Division of Realty
 U.S. Fish and Wildlife Service

Olson, Allen M.

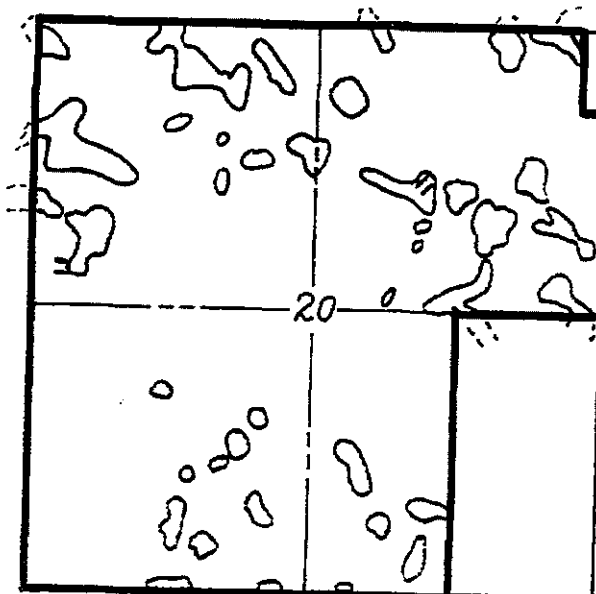
UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

Map 1 of 1

TRACT (155X)

WATERFOWL PRODUCTION AREA Brookings COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 111 N., R. 51 W., 5th PRINCIPAL MERIDIAN

Section 20. N $\frac{1}{2}$ EXCEPT N. 46 rods of the E. 12 $\frac{1}{2}$ rods, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 4-15-76 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

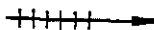
LEGEND

=

Dupout
Boundary of Easement Description



Wetlands covered by provisions of the easement



Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

Allen M Olson
Landowner Signature

Prepared by: Pete A. McFadden Date: 10-27-95

RIGHT-OF-WAY EASEMENT

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS

KNOW ALL MEN BY THESE PRESENTS: FILED THIS 11th DAY OF Dec 19 95 AT 10:50 O'CLOCK A.M.
BOOK 139 Page PAGE 351

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to
Allen M. Olson and Frances F. Olson BY _____ DEPUTY
REGISTER OF DEEDS

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 Brookings County, State of South Dakota, said land being described as follows:

1/2 of SE 1/4 of 20-111-51
line to be installed before 1996 crop is planted if not
crop damage will be paid

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 29th day of Dec 19 95

x Allen M. Olson (SEAL)
x Frances F. Olson (SEAL)

STATE OF SOUTH DAKOTA)
County of Brookings) ss

On this the 29th day of December 19 95, before me, MORRIS ELCOCK, the undersigned officer, personally appeared Allen M. Olson and Frances F. Olson, known to me or satisfactorily proven to be the persons whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal

MORRIS ELCOCK
Notary Public, State of South Dakota
My Commission Expires 8/1/99

VESTED DRAINAGE RIGHT FORM

1. Claimant of Vested Drainage Right:

Name Olson Allen (Last) (First) 402
Oakwood township (Precinct Subdivision or Company name (if appropriate))

Address R 2 S 388

City Bruner State SD Zip Code 57222

Co-Owner or Other Interest Owner:

Name Frances A. Olson

Address R 2 S 388

City Bruner State SD Zip Code 57222

2. A. State the legal description of the land from which the water is drained:
NW 1/4 S 29 & SW 1/4 of Sec 20, Twp 111 Rg. 51 in the County of Brookings

B. State the legal description of the land onto which the water is drained:
S 1/2 of NW 1/4 of Sec 20, Twp 111 Rg. 51 in the County of Brookings
SE 1/4 20 111 51 Brookings

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right:
SW 1/4 of Sec 20, Twp 111 Rg. 51 in the County of Brookings

3. The man made modifications consist of ditch (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/GCS map.

- #1- 660 ft long, 3 ft deep & 15 ft wide, #2- 30 ft long, 1-2 ft deep & 6 ft wide, #3- 175 ft long, 1-2 ft deep & 6 ft wide
- #4- 30 ft long, 2 ft deep & 6 ft wide, #5- 175 ft long, 1 ft deep & 8 ft wide, #6- 250 ft long, 5 ft deep & 25 ft wide
- #7- 250 ft long, 4 ft deep & 2 ft wide, #8- 30 ft long, 1-2 ft deep & 12 ft wide, #9- 30 ft long, 1-2 ft deep & 12 ft wide

- 4. State the general course and direction of the water flow by means of the drainage right:
#1- South to north, #2- north to south, #3- northeast to southwest, #4- southwest to northeast, #5- northeast to southwest, #6- west to east, #7- south to north, #8- northwest to southeast, #9- northeast to southwest.

5. State the general course and direction of the natural flow:
A. Same as section 4; or
B. _____

6. State any facts you believe relevant to the vested drainage rights:

7. The claimed drainage right has existed since:
A. 1 1962 or before 29 day of June 1992
B. Unknown

Dated this 29 day of June, 1992

Allen M Olson
Frances A. Olson
Signatures of claimants

State of SD)
County of Brookings) SS

On this 25 day of June 1992, before me, Ann C Stearns, the undersigned officer, personally appeared Allen M Olson known to me or satisfactorily proven to be the person whose name(s) he subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

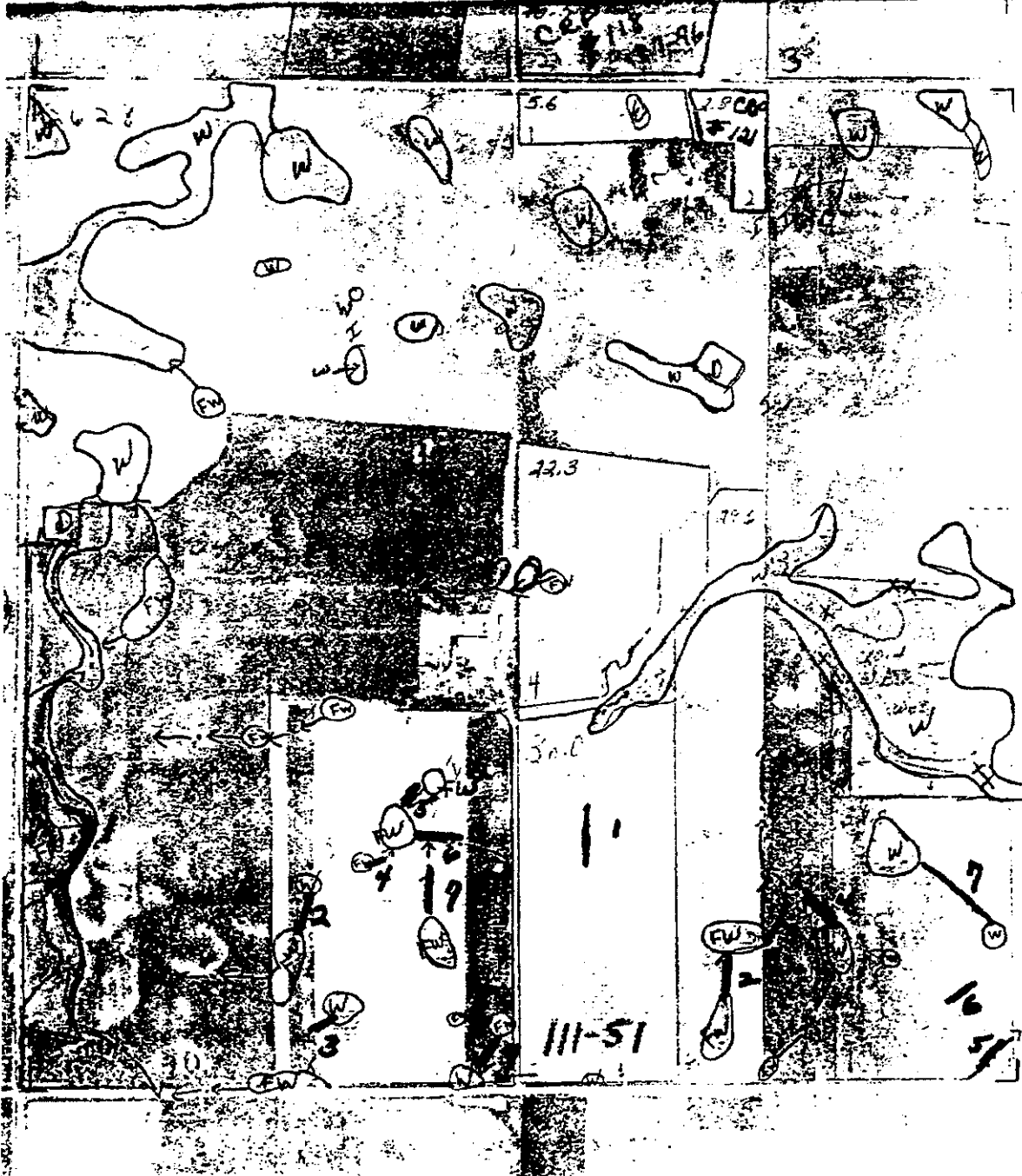
In witness whereof I hereunto set my hand and official seal.

Ann C Stearns
Notary Public
Notary

My commission expires AUG 17 1992

X thistle locations

NOT TO SCALE



VESTED DRAINAGE RIGHT FORM

1. Claimant of Vested Drainage Right:

Name Olson Allen (Last) (First) (Middle)
Address R-2 Oakwood Township (Parcel Subdivision or Company name (if applicable))

City Brown State SD Zip Code 57220

Co-Owner or Other Interest Owner:

Name Frances A. Olson
Address R-2 Br 388
City Brown State SD Zip Code 57220

2. A. State the legal description of the land from which the water is drained:

SW 1/4 of Sec. 20, Twp 111 Rg. 51 in the County of Brookings

B. State the legal description of the land onto which the water is drained:

SW 1/4 of Sec. 21, Twp 111 Rg. 51 in the County of Brookings

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right:

SE 1/4 of Sec. 20, Twp 111 Rg. 51 in the County of Brookings

3. The man made modifications consist of ditches & grassed waterway (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/SCS map.

- #1-350ft long, 3ft deep & 20ft wide, #2-250ft long, 1-2ft deep and 20ft wide, #3-250ft long, 1-2ft deep & 20ft wide, #4-250ft long, 1-2ft deep & 20ft wide, #5-30ft long, 1ft deep & 20ft wide, #6-30ft long, 3ft deep & 20ft wide, #7-500ft long, 4ft deep and 25ft wide

4. State the general course and direction of the water flow by means of the drainage right:

- #1- South to north #2- South to north #3- Southwest to northeast #4- Southeast to northwest #5- Southwest to northeast #6- Southwest to northeast #7- northwest to southeast.

5. State the general course and direction of the natural flow:

- A. Same as section 4; or
B. _____

6. State any facts you believe relevant to the vested drainage rights:

7. The claimed drainage right has existed since:

- A. 1 1 1962; or before
B. Unknown

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS
29 DAY OF JUNE 1992 AT 12:05 O'CLOCK P.M.
PAGE 400-401
Witnessed BY Allen Olson
REGISTERED OF DEEDS
Dated this 29 day of JUNE, 1992

Signatures of claimants: Allen M. Olson, Frances A. Olson

State of SD
County of Brookings

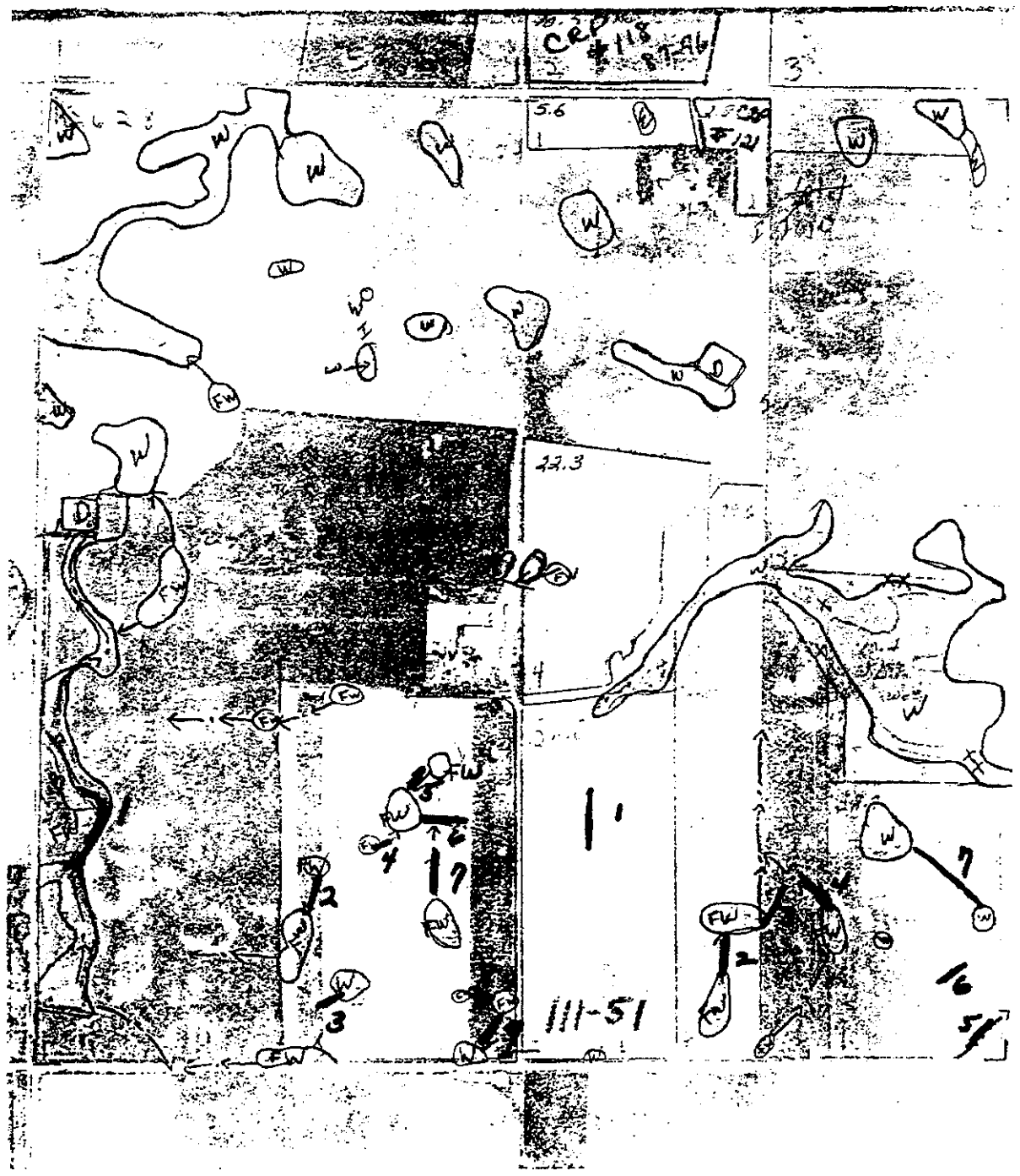
On this 29th day of June 1992, before me, Armed C. Stued, the undersigned officer, personally appeared Allen M. Olson known to me or satisfactorily proven to be the person whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof I herewith set my hand and official seal.

Armed C. Stued
Notary Public
Title of Officer

My commission expires AUG 17 1994

X thistle locations

NOT TO SCALE



Brace

RIGHT-OF-WAY EASEMENT

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS

KNOW ALL MEN BY THESE PRESENTS: *27th June 1978 9:35 A.M. BOOK 95*

795 *Allen M. Olson*

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to *Allen M. Olson* and *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 *Brookings* County, State of South Dakota, said land being described as follows:

SE 1/4 20-111-51

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 *27th* day of *June*, 19 *78*.

Allen M. Olson (SEAL)

STATE OF SOUTH DAKOTA)
County of *Brookings*) ss

On this the *27th* day of *June*, 19 *78*, before me, *Phyllis M. Taschner*,

the undersigned officer, personally appeared *Allen M. Olson*

known to me or satisfactorily proven to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Phyllis M. Taschner
Notary Public, State of South Dakota

My Commission expires: *3/25/83*



RIGHT-OF-WAY EASEMENT OF SOUTH DAKOTA COUNTY OF BROOKINGS

KNOW ALL MEN BY THESE PRESENTS:

FILED THIS 2nd DAY OF June 19 99 AT 9:30 O'CLOCK A.M.
BOOK 151 PAGE 345

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to
Frances Olson and _____
REGISTER OF DEEDS DEPUTY

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 install and lay, and thereafter use, operate, inspect, repair, remove, maintain, 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 Brookings County, State of South Dakota, said land being described as follows:
E. 1/2 NE 1/4 and exc. N. 46Rods E1/2 1/2 Rods of NE 1/4 T111 R51 Section 20

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 herein above 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 12 day of April, 19 99
Frances Olson (SEAL)
_____ (SEAL)

STATE OF SOUTH DAKOTA)
County of Brookings) ss

On this the 12 day of April, 19 99, before me Linda L. Bunker the undersigned officer, personally appeared Frances Olson known to me or satisfactorily proven to be the person whose name she subscribed to the within instrument and acknowledged that she executes the same for the purposes therein contained.

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

Linda L. Bunker
Notary Public, State of South Dakota

My Commission Expires: 8-1-99

Form Prepared By:
Glover, Helsper & Rosenkrantz
Attorneys & Counselors at Law

