



418 Sixth Street | Brookings, SD 57006 | 605.696.0100 | brookings@tsptitle.com

Search Effective Date: April 2, 2024

Vesting: Sheila Bjorklund Family Revocable Living Trust

Legal Description: The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-four (24), Township One Hundred Twelve (112) North, Range Fifty-two (52), West of the 5th P.M., Brookings County, South Dakota

AND

The Northwest Quarter (NW $\frac{1}{4}$), EXCEPT the South Four Hundred Sixty-seven Feet (S 467') of the North One Thousand Seven Hundred Sixty-nine Feet (N 1,769') of the West Eight Hundred Fifty-five Feet (W 845') and the South One Hundred Thirty-two Feet (S 132') of the North One Thousand Nine Hundred One Feet (N 1,901') of the West Seven Hundred Forty-seven Feet (W 747') of Section Twenty-four (24), Township One Hundred Twelve (112) North, Range Fifty-two (52), West of the 5th P.M., Brookings County, South Dakota

W $\frac{1}{2}$ NE $\frac{1}{4}$ EXCEPTIONS:

1. 2023 Real Estate Taxes, payable 2024. Parcel 11000-11252-241-10 1st Half \$302.72 unpaid 2nd Half \$302.72 unpaid (W $\frac{1}{2}$ NE $\frac{1}{4}$)
2. United States Fish and Wildlife Service-Grant of Easement for Waterfowl Habitat Protection. Dated June 21, 1999 and recorded January 24, 2000 in Book 154 of Miscellaneous, page 123
3. Right of way Easement-Kingbrook Rural Water System. Dated January 11, 2005 and recorded February 6, 2006 in Book 176 of Miscellaneous, page 385
4. Certified Land Corner Record. Dated June 27, 1997 and recorded June 30, 1997 in Book 1, page 24
5. Transmission Line-Right of Way Easement. Dated November 16, 1978 and recorded November 21, 1978 in Book 95 of Miscellaneous, page 992
6. United States Fish and Wildlife Service-Grant of Easement for Waterfowl Habitat Protection. Dated November 17, 1970 and recorded January 29, 1971 in Book 85 of Miscellaneous, page 80
7. Contract and Grant of Easement. United States of the Interior Bureau of Reclamation and Hannah M. and Gustav Einar Bjorklund. (Electric Transmission Line). Dated May 1, 1951 and recorded October 6, 1951 in book 73 of Miscellaneous, page 609

NW $\frac{1}{4}$ EXCEPTIONS:

1. 2023 Real Estate Taxes, payable 2024. Parcel 11000-11252-242-00 1st Half \$777.69 unpaid, 2nd Half \$777.69 Unpaid
2. Right of way Easement. Sioux Valley-Southwestern Electric. Dated February 9, 2016 and recorded May 13, 2016 in Book 186 of Miscellaneous, page 827
3. Right of way Easement-Kingbrook Rural Water System. Dated January 11, 2005 and recorded February 6, 2006 in Book 176 of Miscellaneous, page 385
4. Right of Way Easement Sioux Valley-Southwestern Electric. Dated July 20, 2001 and recorded July 26, 2001 in Book 159 of Miscellaneous, page 283



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5. United States Fish and Wildlife Service-Grant of Easement for Waterfowl Habitat Protection. Dated June 21, 1999 and recorded January 24, 2000 in Book 154 of Miscellaneous, page 123
6. Certified Land Corner Record. Dated June 27, 1997 and recorded June 30, 1997 in Book 1, page 24
7. Right of Way Easement-Kingbrook Rural Water System. Dated October 19, 1975 and recorded November 18, 1976 in Book 92 of Miscellaneous, page 10
8. United States Fish and Wildlife Service-Grant of Easement for Waterfowl Habitat Protection. Dated November 17, 1970 and recorded January 29, 1971 in Book 85 of Miscellaneous, page 80

W 1/2 NE 1/4 #1

Brookings County, SD

Summary

Parcel ID 110001125224110
 Property Address
 Sec/Twp/Rng 24/112/52
 Brief Tax Description W 1/2 NE 1/4 SEC 24-112-52 80.0 AC
 (Note: Not to be used on legal documents)
 Comments
 Class AGA
 Tax District 1109
 Gross Acres 80.00
 \$/Acre 916.25

Owners

Deed Holder
 BJORKLUND, SHEILA FAMILY RLT
 SEND TO: BJORKLUND, TIM
 45816 199TH ST
 ARLINGTON SD 57212

Valuation

	2024	2023	2022	2021	2020	2019	2018
+ AGA	\$73,300	\$70,700	\$69,600	\$68,400	\$66,800	\$65,500	\$63,800
= Total Value	\$73,300	\$70,700	\$69,600	\$68,400	\$66,800	\$65,500	\$63,800

Disclaimer: All values reflect full and true values before any adjustments or exemptions are applied.

Taxation

2023	1st Half	2nd Half	Full Year
Due Date	April 30, 2024	October 31, 2024	
Tax Billed	302.72	302.72	605.44
Specials Etc.	0.00	0.00	0.00
Amount Paid	0.00	0.00	0.00
Amount Due	302.72	302.72	605.44
Payment Status			
Date Paid			

2022	1st Half	2nd Half	Full Year
Due Date	April 30, 2023	October 31, 2023	
Tax Billed	312.33	312.33	624.66
Specials Etc.	0.00	0.00	0.00
Amount Paid	312.33	312.33	624.66
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/28/2023	10/26/2023	

2021	1st Half	2nd Half	Full Year
Due Date	April 30, 2022	October 31, 2022	
Tax Billed	328.49	328.49	656.98
Specials Etc.	0.00	0.00	0.00
Amount Paid	328.49	328.49	656.98
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/30/2022	10/31/2022	

2020	1st Half	2nd Half	Full Year
Due Date	April 30, 2021	October 31, 2021	
Tax Billed	322.19	322.19	644.38
Specials Etc.	0.00	0.00	0.00
Amount Paid	322.19	322.19	644.38
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/28/2021	10/25/2021	

2019	1st Half	2nd Half	Full Year
Due Date	April 30, 2020	October 31, 2020	
Tax Billed	324.71	324.71	649.42
Specials Etc.	0.00	0.00	0.00
Amount Paid	324.71	324.71	649.42
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/30/2020	10/26/2020	

2018	1st Half	2nd Half	Full Year
Due Date	April 30, 2019	October 31, 2019	
Tax Billed	306.47	306.47	612.94
Specials Etc.	0.00	0.00	0.00
Amount Paid	306.47	306.47	612.94
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	05/13/2019	10/31/2019	

2017	1st Half	2nd Half	Full Year
Due Date	April 30, 2018	October 31, 2018	
Tax Billed	301.56	301.56	603.12
Specials Etc.	0.00	0.00	0.00
Amount Paid	301.56	301.56	603.12
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	05/03/2018	11/13/2018	

No data available for the following modules: Building, Comments, Photos, Sketches.

Brookings County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.
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Developed by
 Schneider
 GEOSPATIAL

NW4 #1

Brookings County, SD

Summary

Parcel ID 110001125224200
 Property Address
 Sec/Twp/Rng 24/112/52
 Brief Tax Description NW 1/4 EXC S 467' OF N 1769' OF W 845' & EXC S 132' OF N 1901' OF W 747' & EXC BLK 1 BJORKLUND ADDN SEC 24-112-52 99.47 AC
 (Note: Not to be used on legal documents)
 Comments
 Class AGA
 Tax District 1109
 Gross Acres 99.47
 \$/Acre 1,950.34

Owners

Deed Holder
 BJORKLUND, SHEILA FAMILY RLT
 SEND TO: BJORKLUND, TIM
 45816 199TH ST
 ARLINGTON SD 57212

Valuation

	2024	2023	2022	2021	2020	2019	2018
+ AGA	\$194,000	\$181,600	\$177,000	\$176,200	\$183,500	\$184,500	\$183,000
= Total Value	\$194,000	\$181,600	\$177,000	\$176,200	\$183,500	\$184,500	\$183,000

Disclaimer: All values reflect full and true values before any adjustments or exemptions are applied.

Taxation

2023	1st Half	2nd Half	Full Year
Due Date	April 30, 2024	October 31, 2024	
Tax Billed	777.69	777.69	1,555.38
Specials Etc.	0.00	0.00	0.00
Amount Paid	0.00	0.00	0.00
Amount Due	777.69	777.69	1,555.38
Payment Status			
Date Paid			

2022	1st Half	2nd Half	Full Year
Due Date	April 30, 2023	October 31, 2023	
Tax Billed	794.01	794.01	1,588.02
Specials Etc.	0.00	0.00	0.00
Amount Paid	794.01	794.01	1,588.02
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/28/2023	10/26/2023	

2021	1st Half	2nd Half	Full Year
Due Date	April 30, 2022	October 31, 2022	
Tax Billed	846.20	846.20	1,692.40
Specials Etc.	0.00	0.00	0.00
Amount Paid	846.20	846.20	1,692.40
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/30/2022	10/31/2022	

2020	1st Half	2nd Half	Full Year
Due Date	April 30, 2021	October 31, 2021	
Tax Billed	885.04	885.04	1,770.08
Specials Etc.	0.00	0.00	0.00
Amount Paid	885.04	885.04	1,770.08
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/28/2021	10/25/2021	

2019	1st Half	2nd Half	Full Year
Due Date	April 30, 2020	October 31, 2020	
Tax Billed	914.64	914.64	1,829.28
Specials Etc.	0.00	0.00	0.00
Amount Paid	914.64	914.64	1,829.28
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	04/30/2020	10/26/2020	

2018	1st Half	2nd Half	Full Year
Due Date	April 30, 2019	October 31, 2019	
Tax Billed	879.05	879.05	1,758.10
Specials Etc.	0.00	0.00	0.00
Amount Paid	879.05	879.05	1,758.10
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	05/13/2019	10/31/2019	

2017	1st Half	2nd Half	Full Year
Due Date	April 30, 2018	October 31, 2018	
Tax Billed	867.86	867.86	1,735.72
Specials Etc.	0.00	0.00	0.00
Amount Paid	867.86	867.86	1,735.72
Amount Due	0.00	0.00	0.00
Payment Status	Paid	Paid	
Date Paid	05/03/2018	11/13/2018	

No data available for the following modules: Building, Comments, Photos, Sketches.

Brookings County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.
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Developed by
 Schneider
 GEOSPATIAL

Prepared By:
DGR Engineering
Aaron J. Norman, PE/LS
2909 East 57th Street, Suite 101, Sioux Falls, SD
(605) 339-4157

NW 1/4 #2

261198



STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS

FILED THIS MAY 13 2016
AT 10:00 O'CLOCK A.M. BOOK 186 PAGES 827
Beverly Chapman
REGISTER OF DEEDS 1/8

RIGHT - OF - WAY EASEMENT

Map Number: 3-2-24-2

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, Sheila Bjorklund Family Revocable Living Trust for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY-SOUTHWESTERN ELECTRIC, a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Brookings, State of South Dakota and more particularly described as follows: The South 25 feet of the North 58 feet of the NW1/4, Except the South 467 feet of the North 1,769 feet of the West 845 feet and EXC the South 132 feet of the North 1,901 feet of the West 747 feet of Section 24, Township 112 North, Range 52 West of the 5th Principal Meridian, Brookings County, South Dakota, and to place, construct, operate, repair, maintain, relocate, and replace thereon an electric distribution line or system on or under the above described lands and/or in, upon or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, to cut, trim and control the growth of trees and shrubbery to the limits of the easement; to keep same clear of said electric line or system; to keep the easement clear of all buildings, structures, or other obstructions.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon, or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay the Grantor reasonable damages for any crop damage resulting from any underground installation or maintenance thereof.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: Sheila Bjorklund Family Revocable Living Trust

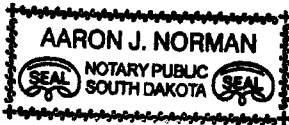
It is further understood that whenever necessary words used in this instrument in the singular shall be construed to read in the plural.

IN WITNESS WHEREOF, the undersigned set their hand and seal this 9 day of Feb, 2016.

Sheila Bjorklund
Sheila Bjorklund
Sheila Bjorklund Family Revocable Living Trust

STATE OF SOUTH DAKOTA)
County of Brookings)ss

On this 9th day of February, 2016, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Sheila Bjorklund known to me to be the persons described in, and who executed the within and foregoing instrument and acknowledged to me that she executed the same.



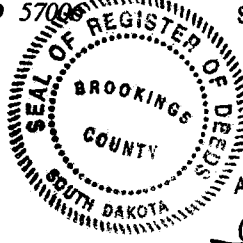
AA
Notary Public, State of South Dakota
Brookings County

My commission expires: Aug. 14, 2018

W/2 NE #3
NW/4 #3

Prepared by: Glover, Helsper & Rasmussen, P. C.
Attorneys & Counselors at Law
100 Twenty Second Ave., Suite 200
Brookings, SD 57006
605-692-7775

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS



FILED THIS FEB 06 2006
AT 10:00 O'CLOCK A.M. BOOK 176 PAGES 385

De Mello
BY _____
REGISTER OF DEEDS

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

Darwin J. and *Sheila Bjorklund*
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:

W/2 of NE/4 and the NW/4 section 24 T12 R52 west of the fifth principal meridian County of Brookings State of S. Dak.

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. When paralleling an existing pipeline, insofar as possible the center line shall be fifteen (15) feet inside existing pipeline and shall be thirty (30) feet in width, fifteen (15) feet on either side of said center line of the pipeline as constructed.

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.

256866

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this day of
....., 20.....

(sign here) Darwin Bjaklund (SEAL)

(sign here) Shelia Bjaklund (SEAL)

STATE OF SOUTH DAKOTA)
County of Brookings)ss

On this the 11 day of JAN, 2005, before me Steve Norgaard
the undersigned officer, personally appeared Darwin + Shelia Bjaklund
known to me or satisfactorily proven to be the person S whose name S subscribed to the
within instrument and acknowledged that I he x executes the same for the purposes therein
contained.

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



Steve Norgaard
Notary Public, State of South Dakota

My Commission Expires: 10-6-2010

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this day of
....., 20.....

(sign here) (SEAL)

(sign here) (SEAL)

STATE OF _____)
County of _____)ss

On this the day of, 20....., before me the
undersigned officer, personally appeared
known to me or satisfactorily proven to be the person whose name subscribed to the
within instrument and acknowledged thathe.....executes the same for the purposes therein
contained.

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

.....
Notary Public, State of _____

My Commission Expires:

NW 1/2 # 4

RIGHT - OF - WAY EASEMENT

Map Location No. 03-2-24-2-4

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, (whether one or more) Print Names Darwin Bjorklund & Sheila Bjorklund (married), (husband and wife), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY-SOUTHWESTERN ELECTRIC, a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Brookings, State of South Dakota and more particularly described as follows: Legal NW 1/4 E1/2 S 467' of N 1769' of W 845' of E1/2 S 132' of N 1901' of W 747'

of Section 24, Twp 112, R 52 and to place, construct, operate, repair, maintain, relocate, and replace thereon an electric transmission or distribution line or system on or under the above described lands and/or in, upon or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth of trees and shrubbery to the extent necessary to keep same clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling; to keep the easement clear of all buildings, structures, or other obstructions; and to license, permit, or otherwise agree to the joint use or occupancy of the lines, system or if any of said system is placed underground, of the trench and related underground facilities by any other person, association, or corporation.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon, or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay the Grantor reasonable damages for any crop damage resulting from any underground installation or maintenance thereof.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: Darwin Bjorklund and Sheila Bjorklund

It is further understood that whenever necessary words used in this instrument in the singular shall be construed to read in the plural.

IN WITNESS WHEREOF, the undersigned set their hand and seal this 20 day of July, 2001

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS
FILED THIS 26 DAY OF July, 2001 AT 9:30 O'CLOCK A.M.
BOOK 159 Misc PAGE 283
Dawn Stearn BY _____

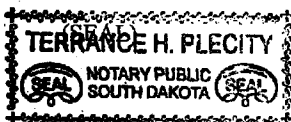
Darwin Bjorklund
Sheila Bjorklund
SEAL OF REGISTER OF DEEDS
COUNTY OF BROOKINGS
STATE OF SOUTH DAKOTA

REGISTER OF DEEDS DEPUTY

STATE OF South Dakota)

County of Moody) SS

On this 20 day of July, 2001, before me Terrance Plecty, a Notary Public within and for said County and State, personally appeared Darwin and Sheila Bjorklund known to me to be the person(s) described in, and who executed the within and foregoing instrument and acknowledged to me that They executed the same.



Terrance Plecty
Notary Public, State of South Dakota
Moody County

My commission expires March 30, 2007.

NW # 5
W 1/2 NE # 2

Grassland Easement
(Revised April 1992)

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE, by and between Darwin J. Bjorklund and Sheila Bjorklund, his wife, of Badger, SD.

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

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. 460 1-9(a)(1), authorize the Secretary of the Interior to acquire lands and waters or interests therein for the development, advancement, management, conservation, and protection of fish and wildlife resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of **Twenty Eight Thousand Four Hundred** Dollars (\$28,400.00), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, as described below, by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands described on Exhibit A are located within, and the aforementioned right of ingress 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. 112 N., R. 52 W., 5th P.M.
Section 24, W1/2E1, E1/2N1/2, E1/2NE1/4, S1/2SW1/4.

SUBJECT, however, to all statutory rights-of-way and other 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 conveyance hereunder shall be effective on the date of the execution of this indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within 9 calendar months from date of the execution of this indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or person claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A; unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.
4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

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

It is understood that this indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States 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 them 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 the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to Darwin J. Bjorklund 201 East Main Street, Badger, SD 57214 shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. 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.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 21st day of June, 1999

Darwin J. Bjorklund (L.S.)
Darwin J. Bjorklund

Shiela Bjorklund (L.S.)
Shiela Bjorklund
SD 56 6-21-99
(L.S.)

ACKNOWLEDGMENT

STATE South Dakota
COUNTY Brookings

On this 21st day of June in the year 1999 before me personally appeared Darwin J. Bjorklund and Shiela Bjorklund, his wife, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



Kevin L. Lamm
Notary Public My Commission Expires June 4, 2002
My commission expires

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 _____, 2000.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
Henry L. Williams
By: _____
Title: CHIEF, DIVISION OF REALTY
U.S. Fish and Wildlife Service

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS

JAN 24 2000

FILED THIS

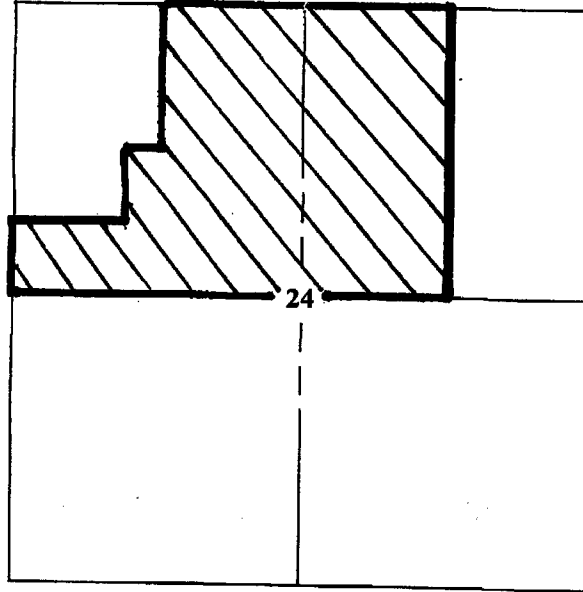
AT 2:30 O'CLOCK P M BOOK 154 PAGES 123-125
Ada M. Blacum BY Andis Johnson
REGISTER OF DEEDS



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

Bjorklund, Darwin J. TRACT (165G) MAP 1 of 1

WILDLIFE MANAGEMENT AREA BROOKINGS COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 112 N., R. 52 W., 5th PRINCIPAL MERIDIAN
Section 24, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.



Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated: 6-21-99
which the parties of the first part agree to maintain as a wildlife management area.

Landowner Signature

Landowner Signature

Landowner Signature

Darwin J. Bjorklund
Landowner Signature
Heile Bjorklund
Landowner Signature

Landowner Signature

LEGEND
—— Boundary of Easement Description
▨ Land covered by provisions of the easement

Prepared by James Gropper, Realty Specialist Date: 6/3/99

W 1/2 NE # 4
NW # 6

CERTIFIED LAND CORNER RECORD

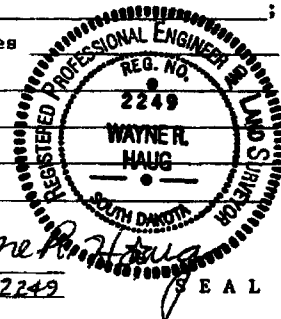
County of Brookings, State of South Dakota
Section 24, Township 112, Range 52, Meridian 5

CERTIFICATION:

I hereby certify that on the 2nd day of December, 1996, that I did find/establish the N 1/4 Cor, NW Cor & W 1/4 Cor which was evidenced by See Sketch

I further certify that to perpetuate the location of said corner I did, at the exact location thereat, place a permanent monument consisting of See Sketch

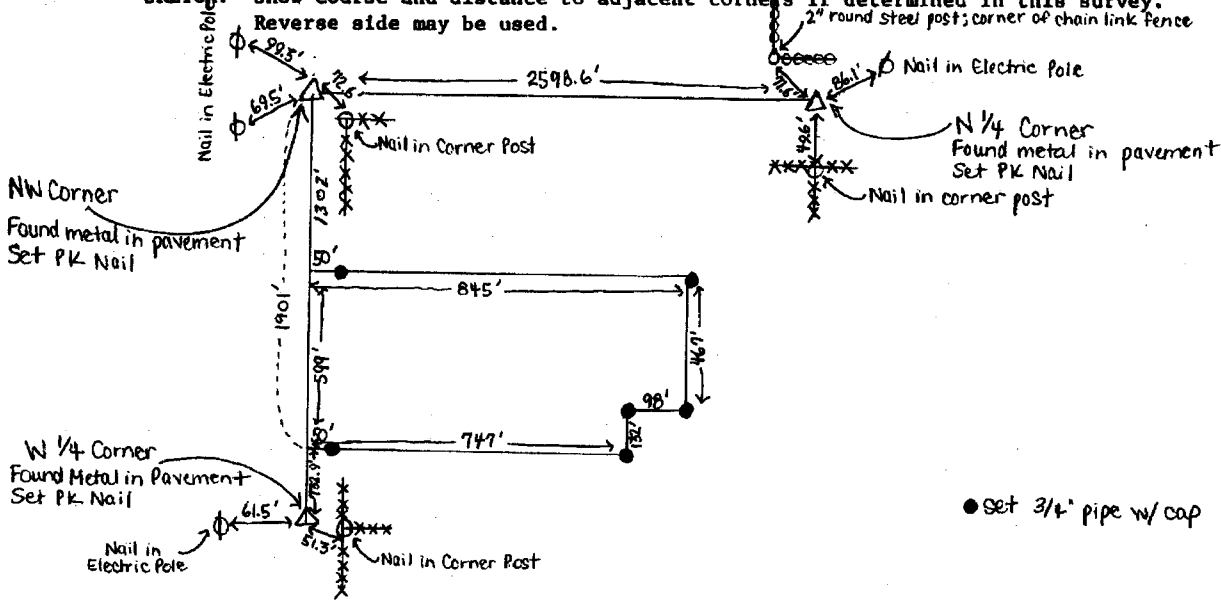
I further certify that I did establish the following references See Sketch



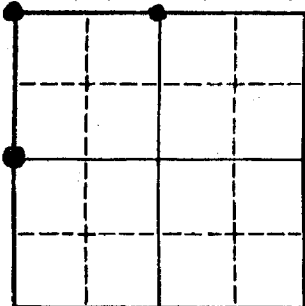
Date June 27, 1997

Registered Land Surveyor No. 2249

SKETCH: Show course and distance to adjacent corners if determined in this survey. Reverse side may be used.



SECTION 24 DIAGRAM
(To be completed by Surveyor)



LEGEND:
● Corner Location

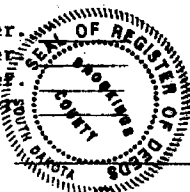
OFFICE OF REGISTER OF DEEDS

County of Brookings
State of South Dakota
9:40 A.M.
Filed for the record this 30th day of June, 1997
in Corner Record Book No. 1 Page 24 and noted on the following cross-index plats:

Cross Index No. _____, T _____, R _____, Mer. _____
_____, T _____, R _____, Mer. _____
_____, T _____, R _____, Mer. _____
_____, T _____, R _____, Mer. _____

Register of Deeds: Ida M. Slocum
Ida M. Slocum

By:



Wayne R. Haug, Clear Lake, SD Paid \$5.00

S. P.

W1/2 NE 1/4 # 4
NW # 8

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS (64X)

STATE OF SOUTH DAKOTA: COUNTY OF BROOKINGS-SS.
FILED THIS 24 DAY OF May 1930
P. 80-1
REGISTRAR OF DEEDS

THIS INDENTURE, by and between Wyatt Doop and Gladys H. Doop, his wife, of
Arlington, South Dakota, and Hannah M. Bjorklund, a widow, of 325 15th A ve.,
Brookings, South Dakota

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:

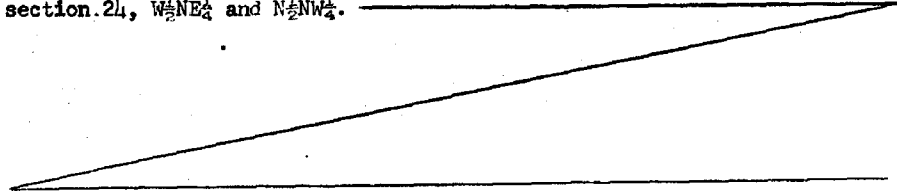
WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3
of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire
small wetland or pothole areas suitable for use as waterfowl production areas:

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 (\$725.00)

Seven hundred twenty-five Dollars, 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 SIX 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 access thereto by authorized representatives of the United
States:

T. 112 N., R. 52 W., 5th P. M. Brookings County, South Dakota
section. 24, W 1/2 NE 1/4 and N 1/2 NW 1/4.



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

The parties of the first part, for themselves and for 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 or
permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including
lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or recurring due to natural causes on the
above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling,
any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or here-
after recurs due to natural causes; and by not burning any areas covered with marsh vegetation. 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.

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 acknow-
ledged 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 address-
ed to Wyatt Doop
at Arlington, South Dakota, 57212
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 Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this

17th day of November 1970.

Wyatt Doop
Wyatt Doop

(L.S.)

(L.S.)

Gladys H. Doop
Gladys H. Doop

(L.S.)

(L.S.)

Hannah M. Bjorklund
Hannah M. Bjorklund

(L.S.)

(L.S.)

(L.S.)

(L.S.)

ACKNOWLEDGEMENT

STATE of South Dakota

COUNTY OF Brookings

ss

On this 17th day of November, in the year 1970, before me personally appeared Wyatt Doop and Gladys H. Doop, his wife, and Hannah M. Bjorklund, a widow,

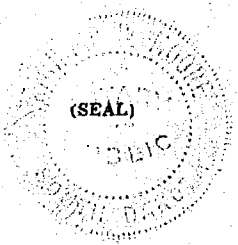
be the persons described in and who executed the foregoing instrument and acknowledged to me that they ~~are~~ executed the same as their ~~own~~ free act and deed.

Richard B. Moore
Richard B. Moore

Notary Public

(Official Title)

My commission expires 10-23-75



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 JAN 25 1971 19

THE UNITED STATES OF AMERICA

By

Lewis R. Garlick
Lewis R. Garlick
Acting Regional Director

(Title)

Bureau of Sport Fisheries and Wildlife

W1/2 NEY4 #5

TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT

File No. 992

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Darwin B. Bjorklund and Sheila Bjorklund Husband and Wife

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto EAST RIVER ELECTRIC POWER CO-OPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative,") whose post office address is Madison, South Dakota, and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of Brookings, State of South Dakota, and more particularly described as follows:

North Half Northwest Quarter Northeast Quarter (N₂NW₄NE₄)

Section Twenty Four (24) Township One Hundred Twelve (112) North
Range Fifty Two (52) West

and to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within thirty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system has been completely constructed, in accordance with the following schedule:

- Two-pole structure set on land subject to cultivation \$25.00
- Pole set in land which is under cultivation..... \$25.00
- Pole set in permanent pasture
- Guy set in land subject to cultivation \$25.00
- Guy set in permanent pasture
- Overhang where poles or guys are set on adjoining land at the rate of \$1.00 per pole.

The Cooperative further agrees to reimburse the undersigned or their tenants for any losses of stock or damage to crops or property caused by the construction, reconstruction, repair, operation or maintenance of the transmission line on the above described lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16th day of November, 1978.

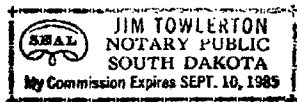
Signed, sealed and delivered in the presence of:
Sheila Bjorklund
Jim Towler

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS-SS
FILE NO. 992
DATE 21st Nov 78 10:25 A 95
992 Anna C. Steind
REGISTER OF DEEDS DEPUTY

State of South Dakota,
County of Brookings ss.

On this 16th day of November, 1978, before me personally appeared Darwin B. Bjorklund and Sheila Bjorklund, known to me (or proved to me on the oath of _____), to be the person described in, and who executed the within instrument and acknowledged to me that they (or they) executed the same.

My commission expires Sept. 10th, 1985.
Jim Towler
Notary Public, South Dakota.



W 1/2 NE 1/4 # 7

MISCELLANEOUS RECORD No. 73

BROOKINGS COUNTY, SOUTH DAKOTA

609

Contract Symbol No. 199r-830

United States Department of the Interior Bureau of Reclamation

Contract and Grant of Easement

THIS CONTRACT, made this 1 day of May, 19 51, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter referred to as United States, and

Hannah M. Bjorklund and Gustav Einar Bjorklund, her husband hereinafter collectively referred to as Vendor:

WITNESSETH:

The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, cross arms, cables, wires, guys, supports, fixtures and devices, used or useful in the operation of said line, through, over and across the following-described land situated in the County of Brookings, State of South Dakota, to-wit:

The West Half of the Northeast Quarter (W 1/2 NE 1/4), Section Twenty-four (24), Township One Hundred Twelve (112) North, Range Fifty-two (52) West, 5th Principal Meridian.

The center line of the route of said line of poles and wires to be erected across said lands shall be as follows:

beginning at a point on the South line of the W 1/2 NE 1/4, Sec. 24, T. 112 N., R. 52 W., 5th P.M., 62.0 feet easterly of the Southwest corner of said W 1/2 NE 1/4; thence N. 0°15'52" E., 2638.2 feet to a point on the North line of said W 1/2 NE 1/4, 41.0 feet easterly of the Northwest corner of said W 1/2 NE 1/4.

2. Said transmission line and every part thereof shall, where it crosses Vendor's land, be confined to lands within 37.5 feet left of, and 37.5 feet right of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine. The United States shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above-described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of One Hundred Eighty and no/100 Dollars (\$ 180.00).

5. (a) The United States agrees to pay for all crop damage caused by and during the construction of said power line, said crop damage to be estimated by a qualified Bureau of Reclamation employee. On the date of execution and delivery of this conveyance there is

entire easement strip seeded to crop

(fill in "no" or kind of crop and acreage)

crop on the land described herein.

6. 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 that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Checked for Engineering data

April 19, 1951

Anthony H. Conferas, Engineer

Obligation of \$ 180.00

UNITED STATES OF AMERICA

By J. W. Grimes

District Manager

Prevalidated

Witness:

Hannah M. Bjorklund

Andrew Sathe

Gustav Einar Bjorklund

Appropriation chargeable:

14x0661 Construction and Rehabilitation Bureau of Reclamation (Missouri River

Basin Project) (Trans. Div.)

(Vendor)

Signature J. W. Grimes

Reviewed & Passed Date 8/28/51

Title District Manager

Regional Counsel's Office

Date May 18 1951 (Prevalidating officer)

By Thomas O Olson

STATE OF South Dakota

SS.

CERTIFICATE

COUNTY OF Beadle

Before me, a Notary Public, appeared Andrew Sathe, personally known to me, who did depose on oath that he witnessed the signature of Hannah M. Bjorklund and the signature of Gustav Einar Bjorklund, her husband on the above instrument dated May 1, 1951, persons known to him to be the persons who executed the said instrument.

Andrew Sathe further swears that the said instrument was executed in his presence and that he subscribed his name thereto as a witness in the presence of Hannah M. Bjorklund and Gustav Einar Bjorklund, her husband.

Subscribed and sworn to before me this 15 day of May, 19 51.

Josephine Zartman

Notary Public for the State of South Dakota

Residing at Huron, South Dakota

My Commission expires March 27, 1955.



STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS) SS

Filed for Record this 6 day of October, A. D. 19 51 at 9:30 o'clock A.M. and