

FILE NUMBER 9289-2024 (C)

Transaction Identification Date: N/A

Issuing Agent: Mark Purintun

Issuing Office: Purintun Abstract & Title, LLC

Issuing Office's ALTA® Registry ID: 1057941

Loan ID Number: N/A

Commitment Number: 9289-2024 (C)

Issuing Office File Number: 9289-2024 (C)

Property Address: N/A

Revision Number: N/A

## SCHEDULE A

## COMMITMENT

1. Commitment Date: August 01, 2024 at 7:59 AM

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

a. 2021 ALTA® Owner's Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

b. 2021 ALTA® Loan Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

c. (enter text here) ALTA® (enter text here) Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer and Lisa Marie Logan, in equal shares as tenants in common,

and, as disclosed in the Public Records, has been since December 8, 2006 at 9:50 AM

5. The Land is described as follows:

The West One-Half of the Northeast Quarter (W½NE¼) and the West One-Half of the Southeast Quarter (W½SE¼), all in Section Twelve (12), Township One Hundred Nine (109) North, Range Fifty-Seven (57) West of the 5<sup>th</sup> P.M., in Kingsbury County, South Dakota.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.*

ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

**SCHEDULE B I  
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.
5. Complete and return enclosed affidavits, if any.

**FURTHER REQUIREMENTS TO BE DETERMINED**

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## SCHEDULE B II COMMITMENT

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

01. 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.
02. 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.
03. Rights or claims of parties in possession not shown by the public records. 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.
04. 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.
05. 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.
06. 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.
07. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
08. 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 easement granted or reserved along therewith or arising by operation of law.
09. 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.
10. 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.
11. Any service, installation or connection charge for sewer, water or electricity.
12. Subject to unrecorded leases, if any.
13. Real Estate Taxes and Special Assessments, if any, for the year 2024 and subsequent years which constitute a lien but are not due and payable.
14. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
15. Subject to any setback lines and utility easements that may exist.

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**ORT Form 4757 B II**

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

16. 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.
17. Terms, conditions, duties and obligations of Grant of Right of Way to County granted to County of Kingsbury, State of South Dakota, filed June 12, 1963 at 3 PM in Book 19 of Misc., on page 593, for a strip of land 17 feet wide running east to west along the entire W½NE¼ of 12-109-57 and adjoining the present highway that now exists.
18. Terms, conditions, duties and obligations of Resolution filed March 18, 1977 at 3 PM in Book 24 of Misc., on page 341, which vacates that road which lies between the SE¼ of 12-10957 and NE¼ of 13-109-57.
19. Terms, conditions, duties and obligations of Vested Drainage Right Form filed June 22, 1992 at 2:30 PM and recorded in Book 34 of Misc., on page 525, which shows W½E½ of 12-109-57 as land from which and onto which water is drained.
20. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 2:00 PM in Book 49 of Misc., on page 291, for pipeline, temporary construction and access easements.
21. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 2:10 PM in Book 49 of Misc., on page 298, for pipeline, temporary construction and access easements.
22. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 2:20 PM in Book 49 of Misc., on page 305, for pipeline, temporary construction and access easements.
23. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 2:30 PM in Book 49 of Misc., on page 312, for pipeline, temporary construction and access easements.
24. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 10, 2015 at 2:40 PM in Book 49 of Misc., on page 319, for pipeline, temporary construction and access easements.
25. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 13, 2015 at 2:40 PM in Book 49 of Misc., on page 392, for pipeline, temporary construction and access easements.
26. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 18, 2015 at 1:10 PM in Book 49 of Misc., on page 411, for pipeline, temporary construction and access easements.
27. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 08, 2016 at 2:50 PM in Book 50 of Misc., on page 92, for pipeline, temporary construction and access easements.
28. Terms, conditions, duties and obligations of Easement Agreement granted to Dakota Access, LLC, filed August 16, 2016 at 2:30 PM in Book 50 of Misc., on page 112, for pipeline, temporary construction and access easements.
29. Terms, conditions, duties and obligations of Affidavit of As-Built Drawings and Construction executed by Robert Rose, Vice President of Land and Right of Way for Dakota Access, LLC, filed September 12, 2017 at 9:24 AM in Book 51 of Misc., on page 38, which shows true and correct copies of the as-built drawings of the pipeline as located upon the W½NE¼ and W½SE¼ of 12-109-57.
30. 2023 Real Estate Taxes due and payable in 2024 in the amount \$2701.98. The 1<sup>st</sup> half due April 30, 2024 in the amount \$1350.99 is paid, and the 2<sup>nd</sup> half due October 31, 2024 in the amount \$1350.99 is unpaid. Parcel DOE# 1006

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**ORT Form 4757 B II**

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

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

08/01/2024

Parcel Information for Bill #: 2024- 1 -4185

Record #: 1001

TAXPAYER: MARGARET MARY LOGAN LE & ETALS  
 % MARY GRAHAM  
 12179 BLUEBIRD CT  
 STURGIS SD 57785-

Prop Addr: STR 11-109-57

Title:

Legal: MATHEWS TOWNSHIP  
 NE 11-109-57

11 - 109 - 57 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,600.83	.00	.00	.00	04/05/2024	1616
2nd Half:	1,600.83	.00		1,600.83		0
<b>Totals:</b>	<b>3,201.66</b>			<b>1,600.83</b>		
				***** Interest ***** Thru: 08/01/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	366365	0	0	0	0	0
Total Tax:	3201.66	.00	.00	.00	.00	.00

1st half paid by: M M LOGAN BY MARY GRAHAM - MAIL  
 2nd half paid by:

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

08/01/2024

Parcel Information for Bill #: 2024- 1 - 4186

Record #: 1004

TAXPAYER: MARGARET MARY LOGAN LE & ETALS  
 % MARY GRAHAM  
 12179 BLUEBIRD CT  
 STURGIS SD 57785-

Prop Addr: STR 11-109-57

Title:

Legal: MATHEWS TOWNSHIP  
 SE 11-109-57

11 - 109 - 57 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,584.65	.00	.00	.00	04/05/2024	1617
2nd Half:	1,584.65	.00		1,584.65		0
<b>Totals:</b>	<b>3,169.30</b>			<b>1,584.65</b>		
				***** Interest ***** Thru: 08/01/2024		

Total Valuation:	AG 362661	NA-Z 0	OO 0	M-OO 0	NA 0	M 0
Total Tax:	3169.30	.00	.00	.00	.00	.00

1st half paid by: M M LOGAN BY MARY GRAHAM - MAIL  
 2nd half paid by:

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

08/01/2024

Parcel Information for Bill #: 2024- 1 -4187

Record #: 1006

TAXPAYER: MARGARET MARY LOGAN LIFE ESTATE & ETALS  
 % MARY GRAHAM  
 12179 BLUEBIRD CT  
 STURGIS SD 57785-

Prop Addr: STR 12-109-57

Title:

Legal: MATHEWS TOWNSHIP  
 W2NE, W2SE 12-109-57

12 - 109 - 57 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,350.99	.00	.00	.00	04/05/2024	1618
2nd Half:	1,350.99	.00		1,350.99		0
<b>Totals:</b>	<b>2,701.98</b>			<b>1,350.99</b>		
				***** Interest *****		
				Thru: 08/01/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	309185	0	0	0	0	0
Total Tax:	2701.98	.00	.00	.00	.00	.00

1st half paid by: M M LOGAN BY MARY GRAHAM - MAIL  
 2nd half paid by:

No. 6459

GRANT OF RIGHT OF WAY TO COUNTY

KNOW BY ALL THESE PRESENTS: That I, Charles J. Logan

being one of the owners of separate parcels of land lying north and south and adjacent to a public highway known as Proj. #25 and West Kingsbury Co. line. South Dakota, do hereby give, grant, dedicate and quit claim unto said County of Kingsbury, State of South Dakota an easement or right of way for the construction, improvement, operation and maintenance of a public road upon and across the following land lying and being situated in the County of Kingsbury, and the State of South Dakota, to-wit:

A strip of land (17) seventeen feet wide running along the entire W 1/2, of NE 1/4, Sec. 12, Twp. 109, R. 57. The seventeen feet are adjoining the present County Highway that now exist. This strip of land begins approximately (33) thirty three feet from the center line of the present highway and extends to the north or the south of the now existing rightof way and runs from the east to the west.

To have and to hold the said easement or right of way unto the said County of Kingsbury, State of South Dakota, for public road or highway purposes, so long as the same shall be used, operated and maintained as a public highway; and the grantors hereby dedicate their respective interests in said strip of land to public use for such purposes.

The grantors herein expressly limit the grant and quit claim of this easement or right of way to their respective interests in those parcels of land across which the above described strip of land lies.

The grantors herein for the purposes and considerations herein above contained and expressed, do hereby join in the grant of this easement or right of way, and in this dedication to public use, for the purpose of relinquishing any right and homestead which we may or might have.

CHARLES J. LOGAN

STATE OF SOUTH DAKOTA,

County of Kingsbury

} ss.

On this 16 day of May, 1963, before me, the undersigned, the following person

appeared, Charles J. Logan, to me known to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

PRESTON OLIVER

My commission expires Dec. 3, 1967 Notary Public in and for the State of South Dakota

BORROW PERMIT

KNOW ALL MEN BY THESE PRESENTS: That I, Charles J. Logan of the County of Kingsbury, State of South Dakota, hereby do dedicate unto the County of Kingsbury, State of South Dakota the right to take materials, consisting of rock, gravel, sand and earth from any portion of the herein after described tract of land, for the purpose of construction, maintaining and repairing highways, at any and all time from date hereof until

1965 together with the right to operate necessary equipment thereon and right of ingress and egress for the purpose of removing said materials therefrom, to the right of way of County Road No. Proj. 6A. said tract of land being situated in the County of Kingsbury, State of South Dakota, and described as follows:

Situated along the entire north length of the W 1/2, of NE 1/4, Sec. 12, Twp. 109, R. 57.

In witness whereof I have hereunto set my hand and seal this 16 day of May A. D. 1963.

CHARLES J. LOGAN

STATE OF SOUTH DAKOTA,

County of Kingsbury

} ss.

On this 16 day of May, 1963, before me, the undersigned, the following person appeared

Charles J. Logan to me known to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

PRESTON OLIVER

My commission expires Dec 3, 1967 Notary Public in and for the State of South Dakota

Filed for record the 12 day of June, 1963, at 3 o'clock P. M.,

and recorded in Book 19 of Miscellaneous Records, on page 593

DONALD D. MENZEL

Register of Deeds, Kingsbury County, S. D.



That the Court further finds that said sale was legally, regularly and fairly conducted, and that no higher or better price can be received for the said above described real estate. That the bid accepted for said real estate is not disproportionate to the value of the property sold, and that a sum exceeding such bid at least the required statutory amount, exclusive of the expenses of a new sale can not be obtained.

That by virtue of the foregoing, the Court concludes that said sale should be in all things APPROVED, CONFIRMED and RATIFIED.

IT IS, THEREFORE, in the premises, ORDERED, ADJUDGED AND DECREED that the said sale, as returned and reported to this Court, and as above found, be and the same hereby is in all things APPROVED, CONFIRMED, RATIFIED AND DECLARED VALID, and that the Executrix of the within estate be and she hereby is authorized, empowered and directed to make and deliver legal conveyance to the following described real property, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), Township One Hundred Ten (110), Range Fifty-five (55), in Kingsbury County, South Dakota, to OWEN R. MALONE and BEVERLEY MALONE, husband and wife, as joint tenants with right of survivorship and not as tenants in common, 1705 Derald Drive, Brookings, South Dakota, upon the said purchasers paying to her, as such Executrix, the consideration for such.

Dated at De Smet, South Dakota, this 17th day of March, 1977.

BY THE COURT:  
-s- Jon Fosheim

Circuit Court Judge

ATTEST:  
-s- Louis F. Lee  
Clerk of Courts  
(SEAL)

STATE OF SOUTH DAKOTA )  
 )SS  
COUNTY OF KINGSBURY )

I, Louis F. Lee, Clerk of Courts in and for said County and State do hereby certify that I have carefully compared the within and foregoing copy with the Original now on file in this Office and that the same is a true and correct copy thereof. Witness my hand and seal this 17 day of March 1977.

(SEAL) LOUIS F. LEE, CLERK

Filed in the office of the clerk of the Circuit Court in and for Kingsbury County, S.D. this 17 day of March A.D. 1977 and recorded in Book No. 33 of Minutes page 531.

LOUIS F. LEE  
Clerk of the Circuit Court

STATE OF SOUTH DAKOTA )  
 )SS  
Kingsbury County )  
Filed for record the 17 day of March A.D., 1977 at 4 o'clock and 15 minutes P.M., and recorded in Book 24 of Misc. on page 339.  
DONALD D. MENZEL REGISTER OF DEEDS

No. 00271

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EXCERPT FROM THE MINUTES OF THE MEETING OF Mathew Twp.  
It was moved by Arnold Vincent and seconded by Donald Widman that the following Resolution be declared passed and adopted:

RESOLUTION

WHEREAS a petition has been presented by two resident freeholders of this Township to vacate the following Township roads, to wit:

Northernmost 3960 Feet of that road which lies between Sections 20 and 21, 110-56;"

That road which lies between the SE $\frac{1}{4}$  of 12 and the NE $\frac{1}{4}$  of 13, 109-57;

That road which lies between Sections 13 and 24, 109-57;

"That road which lies between Sections 18 & 19, 109-56;

The Southernmost 4620 Feet of that road which lies between Sections 16 & 17, 109-56;

That Road which lies between Sections 25 & 26, 109-57;

That road which lies between sections 34 & 35, 110-56;

"That road which lies between Section 2 and 3 and 10 and 11, 109-56;"

"The Northernmost 4290 Feet of that road which lies between Sections 14 and 15, 109-56;"

That road which lies between Sections 13 & 24, 109-56;

That road which lies between the NE $\frac{1}{4}$  of 26 and the NW $\frac{1}{4}$  of 25, 109-56,

all in Kingsbury County, South Dakota, and

WHEREAS it appears that the public interest, convenience and necessity will be served by such proposed vacation,

NOW, THEREFORE, BE IT RESOLVED that the roads hereinabove listed shall be and hereby are vacated. This Resolution shall serve as the Order required by SDCL 31-3-9 and shall be published for two consecutive weeks in The De Smet News. Thirty days after the last publication, said roadway shall be considered vacated unless during such period appeal is taken as provided for by law.

On roll call, all voting "aye, Resolution declared passed and adopted.

CERTIFICATION

I William M. Logan, duly appointed, qualified, and acting Clerk of Mathews Township Board, hereby certify that the above is a true and correct copy of that Resolution passed and adopted on the 2nd day of Feb. 1977. (1977)

WILLIAM M. LOGAN  
Clerk, Mathews Township

2-9-2W

STATE OF SOUTH DAKOTA )  
Kingsbury County ) SS

Filed for record the 18 day of March A.D., 1977 at 3 o'clock and - minutes P.M., and recorded in Book 24 of Misc. on page 340.

DONALD D. MENZEL REGISTER OF DEEDS

\*\*\*\*\*

00272

EXCERPT FROM THE MINUTES OF Mathew

It was moved by Arnold Vincent, and seconded by Donald Widman that the following Resolution be declared passed and adopted:

JOINT RESOLUTION

WHEREAS a petition has been presented by two resident freeholders of each of the townships of Mathews, Kingsbury County, South Dakota; and Grafton and Belleview, Miner County, South Dakota, to vacate the following township roads, to wit:

1. That road which lies between Section 34-109-56, Mathews Township, Kingsbury County and Section 3-108-56, Grafton Township, Miner County, South Dakota;
2. That road which lies between Section 35-109-56, Mathews Township, Kingsbury County, and Section 3-108-56, Grafton Township, Miner County, South Dakota;
3. That road which lies between the SE 1/4 32-109-56, Mathews Township, Kingsbury County, and the NE 1/4 5-110-56, Grafton Township, Miner County, South Dakota;
4. That road which lies between Section 31-109-55, Mathews Township, Kingsbury County, and Section 6-108-55, Belleview Township, Miner County, South Dakota;
5. That road which lies between the SW 1/4 32-109-55, Mathews Township, Kingsbury County, and the NW 1/4 5-108-55, Belleview Township, Miner County, South Dakota, and

WHEREAS all of the above mentioned roads lie between Kingsbury and Miner Counties in South Dakota and between the respective townships above listed, and

WHEREAS it appears that the public interest, convenience and necessity will be served by such proposed vacation,

NOW, THEREFORE, BE IT RESOLVED that the roadways above listed shall be and hereby are vacated. This Resolution shall serve as the Order required by SDCL 31-3-9 and shall be published for two consecutive weeks in the legal newspaper of each respective township. Thirty days after the last publication, said roadway shall be considered vacated unless during such period appeal is taken as provided by law.

On roll call, all voting "aye", Resolution declared passed and adopted:

CERTIFICATION

I, William M. Logan, the duly appointed, qualified and acting Clerk of the Mathew Township Board, hereby certify that the above is a true and correct copy of that Resolution passed and adopted on the 2nd day of Feb 1977. (1977)

M  
WILLIAM LOGAN  
Clerk of the Mathew Township Board

STATE OF SOUTH DAKOTA )  
Kingsbury County ) SS

Filed for record the 18 day of March A.D., 1977 at 3 o'clock and - minutes PM., and recorded in Book 24 of Misc. on page 341.

DONALD D. MENZEL REGISTER OF DEEDS

VESTED DRAINAGE RIGHT FORM

1. Claimant or Vested Drainage Right:

Name Logan Charles Joseph

Address 1029 Lawrence Street

City Belle Fourche State South Dakota Zip Code 57717

Co-Owner or Other Interest Owner:

Name

Address

City State Zip Code

A. State the legal description of the land from which the water is drained: W 1/2 E 5 of Sec. 12, Twp 109 Rg. 57 in the County of Kingsbury

B. State the legal description of the land onto which the water is drained: W 1/2 E 3, W 1/2 E 4 of Sec. 12, Twp 109 Rg. 57 in the County of Kingsbury

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right: Same of Sec. 12, Twp 109 Rg. 57 in the County of Kingsbury

3. The man made modifications consist of open ditches (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 open ditch - 8' bottom 900' long Northwest corner NW 1/4 NW 1/4 NE 1/4 12-109-57
2 open ditch - 8' bottom 600' long - East center - E 1/2 W 1/2 E 1/4 12-109-57
3 open ditch 8' bottom 1200' long SW 1/4 SE 1/4 12-109-57

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

- 1 NE & SE easterly
2 Easterly
3 NE & South Easterly

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

- A. X Same as section 4; or
B. South easterly

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

Drained with SCS assistance - cut at .5 feet in lowest part of area drained (see attached ASCS photo)

7. The claimed drainage right has existed since:

- A. 1/1/1952 or 1953
B. Unknown

Dated this 18th day of June, 1992

Charles J. Logan Signatures of claimants

State of S. Dak
County of Butte SS

On this 18th day of June, before me, Bruce Green, the undersigned officer, personally appeared Charles J. Logan 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.

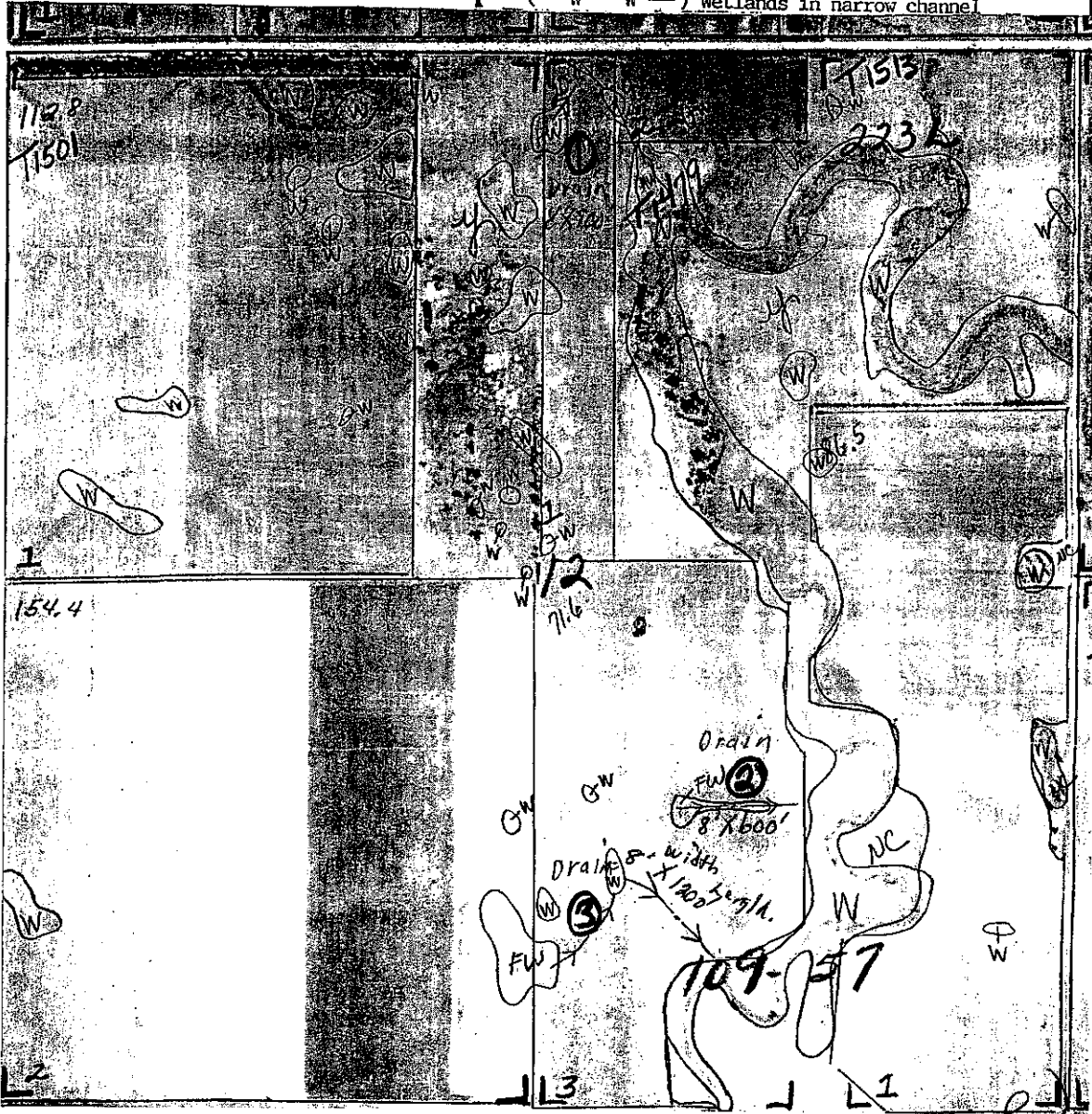
In witness whereof I hereunto set my hand and official seal.

Bruce Green Notary

My commission expires 6-1-98

OFFICIAL WETLAND DETERMINATION  
FOR HIGHLIGHTED TRACTS ONLY

- (W) Wetland
- (FW) Ditched or tilled prior to 12-23-85 but still wetland
- (PC) Converted Wetland prior to 12-23-85
- (CW) Converted Wetland after 12-23-85
- (---) Ditched prior to 12-23-85
- (---) Tiled prior to 12-23-85
- (W W) Wetlands in narrow channel



07652

STATE OF SOUTH DAKOTA } ss  
Kingsbury County

Filed for record the 22 day of  
June A.D., 1982 at 2 o'clock  
and 30 minutes P. M., and recorded  
in Book 34 of Muse  
on page 525

*LaDonna Williams*  
Register of Deeds

By \_\_\_\_\_  
Deputy

FEE \$ 5.00  
RECORDED  
INDEXED  
GRANTOR  
GRANTED



C FEE \$ 30.00  
RECORDED  
INDEXED  
COMP.



STATE OF SOUTH DAKOTA } SS  
Kingsbury County

Filed for Record on 8/10/2015 at 2:20 PM  
and Recorded in Book 49 of Misc  
on Page 305. Document # **38873**

Recording Fee: \$30.00 Page: 1 of 7

Transfer Fee: \$0.00

Caryn J. Hojer  
Register of Deeds  
By Bruce Tavel Deputy

**Prepared by and Return to:**

**Micah Rorie, Dakota Access, LLC, 4401 South Technology Dr., South Suite, Sioux Falls, SD 57106  
(605) 277-1662**

**PROJECT: DAPL/Dakota Access Pipeline 30"**

**TRACT NUMBER: SD-KI-046.000**

**PARCEL ID: 1006**

**COUNTY: Kingsbury**

**EASEMENT AGREEMENT**

This easement agreement ("Agreement"), dated 7/28/15, 2015, is between **Margaret Mary Logan, Life Estate; Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer, Lisa Marie Logan, in equal shares, as tenants in common, Remaindermen**, whose mailing address is **1029 Lawrence St., Belle Fourche, SD 57717** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1300 Main Street, Houston, Texas 77002**, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of **TEN AND No/100 Dollars (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty inches (30")** in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

The W 1/2 of the NE 1/4, and the W 1/2 of the SE 1/4, of Section 12, Township 109 North, Range 57 West of the Fifth P.M., Kingsbury County, South Dakota and more particularly described in Personal Representative's Deed of Distribution dated December 04, 2006 from Margaret Mary Logan as Personal Representative of the Estate of Charles J. Logan to Margaret Mary Logan, etal, recorded in Book 108, Page 594, Deed Records, Register of Deeds, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

Initial MG

**Exhibit A** attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any. Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new Exhibit A-1 that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so

Initial MG

chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements

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which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee will bury the pipelines laid hereunder with a cover of at least forty-eight inches (48") from the top of the pipe to the surface of the ground; except it shall be buried not less than twenty-four inches (24") through rock;

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

14. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

15. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

16. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of South Dakota and all applicable federal laws.

17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

18. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

Initial MG



19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 28<sup>th</sup> day of July, 2015.

**GRANTOR:**

\_\_\_\_\_  
Margaret Mary Logan, Life Estate

\_\_\_\_\_  
Pamela Logan Cassidy, Remainderman

Mary Leah Graham  
\_\_\_\_\_  
Mary Leah Graham, Remainderman

\_\_\_\_\_  
Dana Lynn Kennedy, Remainderman

\_\_\_\_\_  
Charles Jerome Logan, Remainderman

\_\_\_\_\_  
Amy Salter, Remainderman

\_\_\_\_\_  
Jeanne Ellen Liming, Remainderman

\_\_\_\_\_  
Lori Ann Sawyer, Remainderman

\_\_\_\_\_  
Lisa Marie Logan, Remainderman

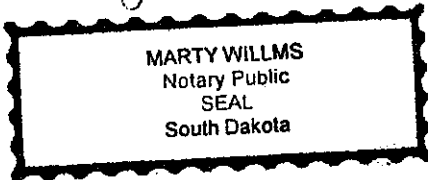
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ACKNOWLEDGMENT

State of South Dakota )  
County of Meade ) ss

BEFORE ME, the undersigned authority, on this day personally appeared Mary Leah Graham, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28<sup>th</sup> day of July, 2015.



Marty Willms  
Notary Public

My Commission Expires: January 29, 2020

ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

BEFORE ME, the undersigned authority, on this day personally appeared Dana Lynn Kennedy, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

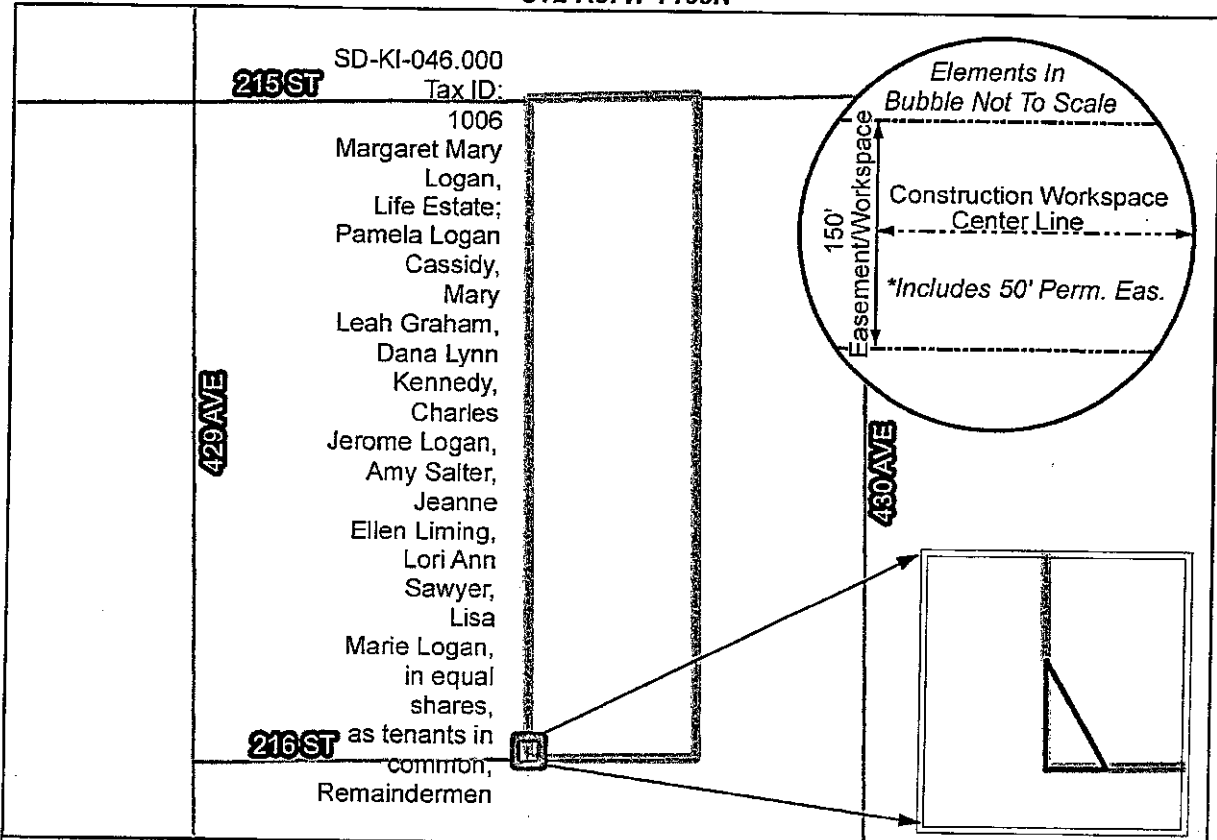
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Initial MG

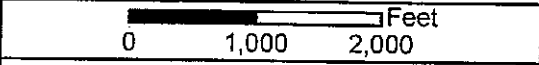
**Exhibit A**  
**KINGSBURY COUNTY, SD**  
**S12-R57W-T109N**



SD-KI-046.000  
**215 ST** Tax ID:  
 1006  
 Margaret Mary Logan,  
 Life Estate;  
 Pamela Logan Cassidy,  
 Mary Leah Graham,  
 Dana Lynn Kennedy,  
 Charles Jerome Logan,  
 Amy Salter,  
 Jeanne Ellen Liming,  
 Lori Ann Sawyer,  
 Lisa Marie Logan,  
 in equal shares,  
**216 ST** as tenants in common,  
 Remaindermen

ROW Length: Ft. = Rods  
 Proposed Permanent Easement: 0.01 AC  
 Temp Easement/ Workspace: 0.04 AC  
 Add Temp Easement/ Workspace: AC

Linear/Areal Calc = NAD 1983 UTM  
 Zone 14N



Tract No.: SD-KI-046.000

DAKOTA ACCESS, LLC

**Proposed Pipeline Easement Across:**  
 Margaret Mary Logan, Life Estate; Pamela Logan Cassidy, Mary Leah Graham, Dana Lynn Kennedy, Charles Jerome Logan, Amy Salter, Jeanne Ellen Liming, Lori Ann Sawyer,

- Entry & Exit Points
- Center Line
- Easement/Workspace
- Property Boundaries
- Adjacent Property Boundaries
- ▨ Additional Temporary Easement - Workspace

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

MLG  
 Landowner Initials



STATE OF SOUTH DAKOTA } SS  
Kingsbury County

Filed for Record on 9/12/2017 at 9:24 AM  
and Recorded in Book 51 of Misc  
on Page 38. Document # 41438

Recording Fee: \$30.00 Page:1 of 4  
Transfer Fee: \$0.00



FEE \$ 30<sup>00</sup>  
RECORDED  
INDEXED  
COMP.

By Carly J. Hoge Register of Deeds  
Deputy

Prepared by:  
Micah Rorie, Dakota Access, LLC,  
Attn: Land & Right-of-Way Dept.  
1300 Main Street  
Houston, TX 77002  
(713) 989-7801  
PROJECT: DAPL/Dakota Access Pipeline 30"  
TRACT NUMBER: SD-KI-046.000  
PARCEL ID: 1006  
COUNTY: Kingsbury

**AFFIDAVIT OF AS-BUILT DRAWINGS AND CONSTRUCTION**

STATE OF SOUTH DAKOTA )  
 ) ss.  
COUNTY OF KINGSBURY )

Robert Rose, being first duly sworn, deposes and states as follows:

1. That I am the Vice President of Land and Right of Way for Dakota Access, LLC, a Delaware limited liability company ("Dakota Access").
2. As Vice President of Land and Right of Way, I have been charged with locating, securing and recording certain easements, memorandums of easements and other right-of-way agreements ("Easements") in connection with that certain pipeline located in South Dakota commonly referred to as the Dakota Access Pipeline (the "Pipeline").
3. By instrument dated July 31, 2015, recorded under document number 38871 of the Register of Deeds of Kingsbury County, South Dakota, Charles Jerome Logan, Remaindermen, by instrument dated July 28, 2015, recorded under document number 38873 of the Register of Deeds of Kingsbury County, South Dakota, Mary Leah Graham, Remaindermen, by instrument dated August 5, 2015, recorded under document number 38897 of the Register of Deeds of Kingsbury County, South Dakota, Dana Lynn Kennedy, Remaindermen, by instrument dated August 1, 2015, recorded under document number 38872 of the Register of Deeds of Kingsbury County, South Dakota, Jeanne Ellen Liming, Remaindermen, by instrument dated August 11, 2015, recorded under document number 38907 of the Register of Deeds of Kingsbury County, South Dakota, Amy Salter, Remaindermen, by instrument dated July 14, 2015, recorded under document number 38875 of the Register of Deeds of Kingsbury County, South Dakota, Lori Ann Sawyer, Remaindermen, by instrument dated August 10, 2016, recorded under document number 40002 of the Register of Deeds of Kingsbury County, South Dakota, Lisa Marie Logan, Remaindermen, by instrument dated December 2, 2015, recorded under document number 39978 of the Register of Deeds of Kingsbury County, South Dakota, Pamela Logan Cassidy, Remaindermen, and by instrument dated July 24, 2015, recorded under document number 38874 of the Register of Deeds of Kingsbury County, South Dakota, Margaret Mary Logan, Life Estate, as Grantor granted to Dakota Access, LLC, as Grantee, an easement (the "Easement") on, over and across the below described lands in Kingsbury County, South Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline along with any related facilities contemplated in the Easement.

4. In connection with the Easements, I am responsible for procuring "as-built" drawings of the Pipeline which reflect an accurate survey of the location of the Pipeline upon completion of construction and installation of the Pipeline

5. Based upon the foregoing, I hereby certify that attached herewith are true and correct copies of the as-built drawings of the Pipeline as the same is located upon the below described properties of Grantor:

The W ½ of the NE ¼, and the W ½ of the SE ¼, of Section 12, Township 109 North, Range 57 West of the Fifth P.M., Kingsbury County, South Dakota and more particularly described in Personal Representative's Deed of Distribution dated December 04, 2006 from Margaret Mary Logan as Personal Representative of the Estate of Charles J. Logan to Margaret Mary Logan, etal, recorded in Book 108, Page 594, Deed Records, Register of Deeds, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

DATED this 6<sup>th</sup> day of September 2017.

  
ROBERT ROSE

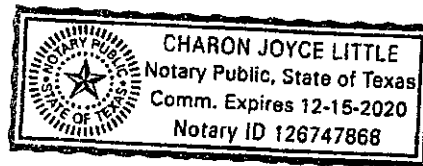
THE STATE OF TEXAS §

COUNTY OF HARRIS §

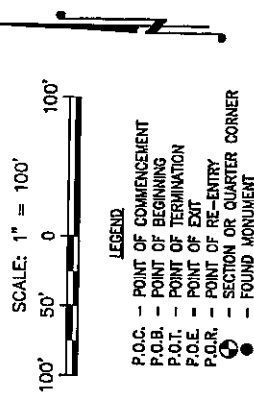
On this 6<sup>th</sup> day of September, 2017, before me, a notary public in and for said state, appeared before me, Robert Rose, Vice President of Land and Right of Way for Dakota Access, LLC, who executed the foregoing instrument and acknowledged to me that he executed the same.

  
Notary Public  
My Commission Expires: 12-15-20

Return This Instrument To:  
Dakota Access, LLC  
Attn: Land & Right-of-Way Dept.  
1300 Main Street  
Houston, TX 77002



**KINGSBURY COUNTY, SOUTH DAKOTA**  
**SECTION 12, TOWNSHIP 109 NORTH, RANGE 57 WEST OF THE 5TH P.M.**  
 EXHIBIT A-1

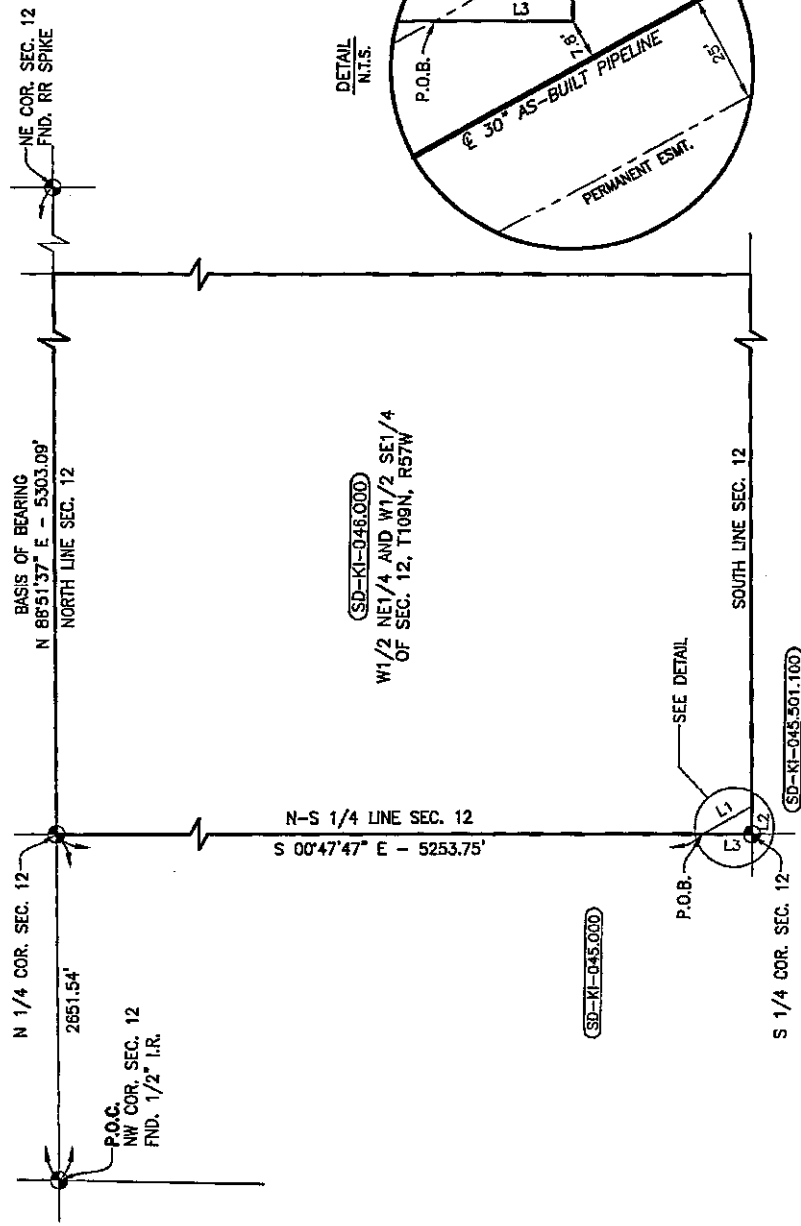


SCALE: 1" = 100'  
 100' 50' 0'

**LEGEND**  
 P.O.C. -- POINT OF COMMENCEMENT  
 P.O.B. -- POINT OF BEGINNING  
 P.O.T. -- POINT OF TERMINATION  
 P.O.E. -- POINT OF EXIT  
 P.O.R. -- POINT OF RE-ENTRY  
 SECTION OR QUARTER CORNER  
 FOUND MONUMENT

**NOTES:**

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
2. BASIS OF BEARING: NAD 83, UTM ZONE 14, GRID NORTH, USSF DETERMINED THROUGH THE USE OF OPUS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.
3. ACCESS EASEMENT(S) DESCRIBED IN THE EASEMENT AGREEMENT SHALL REMAIN AS DESCRIBED IN SUCH EASEMENT AGREEMENT EXCEPT TO THE EXTENT SUCH ACCESS EASEMENT(S) ARE OTHERWISE DEPICTED ON THE AS-BUILT EXHIBITS.



**PARCEL LINE TABLE**

LINE #	LENGTH	BEARING
L1	40.87'	S28°41'59"E
L2	19.66'	S88°58'38"W
L3	35.88'	N00°47'47"W

PERMANENT EASEMENT: (0.01 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
00	11/17/16	DV	ISSUED FOR AS-BUILT	JRY

PROJECT NO. 10395700

**WOOD GROUP MUSTANG, INC.**  
 SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145

**WOOD GROUP MUSTANG, INC.**  
 SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145

DAKOTA ACCESS, LLC

W1/2 NE1/4 AND W1/2 SE1/4 OF SEC. 12, T109N, R57W  
 KINGSBURY COUNTY  
 SOUTH DAKOTA

DRAWN BY: DV DATE: 04/18/16 DWG. NO.  
 CHECKED BY: JRY DATE: 11/11/16  
 SCALE: 1" = 100' APP: CH

REV. 00  
 SD-KI-046.000

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\04-PROPERTY\_PLAT\AS-BUILT\103957\103957-046-000.dwg PLOT DATE: 12/9/2016 BY: DAVIS, TREY



**KINGSBURY COUNTY, SOUTH DAKOTA**  
**SECTION 12, TOWNSHIP 109 NORTH, RANGE 57 WEST OF THE 5TH P.M.**  
 EXHIBIT A-1

Permanent Easement Description

A 50.0 foot wide Permanent Easement:  
 That part of the West Half of the Northeast Quarter (W1/2 NE1/4) and the West Half of the Southeast Quarter (W1/2 SE1/4) of Section 12, Township 109 North, Range 57 West of the 5th P.M., Kingsbury County, South Dakota. Commencing at a 1/2 inch iron rod found for the Northwest corner of said Section 12; thence N88°51'37"E 2651.54 feet along the North line of said Section 12 to the North Quarter corner of said Section 12; thence S00°47'47"E 5253.75 feet along the North-South Quarter line of said Section 12 to the Point of Beginning in the West line of the SD-KI-046.000 tract; thence S29°41'59"E 40.67 feet over and across said SD-KI-046.000 tract to a point in the South line of said SD-KI-046.000 tract and the South line of said Section 12; thence S88°58'38"W 19.66 feet along the South line of said SD-KI-046.000 tract and the South line of said Section 12 to the South Quarter corner of said Section 12 and the Southwest corner of said SD-KI-046.000 tract; thence N00°47'47"W 35.68 feet along the West line of said SD-KI-046.000 tract and the North-South Quarter line of said Section 12 to the Point of Beginning and containing 0.01 Acre, more or less.

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY\_PLAT\AS-BUILT\AS-BUILT SOUTH DAKOTA\KINGSBURY\AB-SD-KI-046.000.dwg PLOT DATE: 12/9/2018 BY: DAVIS, TREV

SHEET 2 OF 2

				 DAKOTA ACCESS, LLC										
00	11/11/16	DV	ISSUED FOR AS-BUILT	JHY										
REV.	DATE	BY	DESCRIPTION	CHK.										
PROJECT NO. <b>10395700</b>				W1/2 NE1/4 AND W1/2 SE1/4 OF SEC. 12, T109N, R57W 30" AS-BUILT PIPELINE KINGSBURY COUNTY SOUTH DAKOTA										
 <b>WOOD GROUP MUSTANG, INC.</b> SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145				<table border="1"> <tr> <td>DRAWN BY: DV</td> <td>DATE: 04/18/16</td> <td>DWG. NO.</td> <td>REV.</td> </tr> <tr> <td>CHECKED BY: JHY</td> <td>DATE: 11/11/16</td> <td rowspan="2">SD-KI-046.000</td> <td rowspan="2">00</td> </tr> <tr> <td>SCALE: N.T.S.</td> <td>APP.: CH</td> </tr> </table>	DRAWN BY: DV	DATE: 04/18/16	DWG. NO.	REV.	CHECKED BY: JHY	DATE: 11/11/16	SD-KI-046.000	00	SCALE: N.T.S.	APP.: CH
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