

PRELIMINARY LAND REPORT

Effective Date of this report: 7/23/2024 @ 7:00 AM

Inquiries should be directed to: Heartland Title Companies of South Dakota, Inc.
509 Bloemendaal Drive
P.O. Box 1013
Ipswich, SD 57451
Telephone: (605) 426-6433
FAX: (605) 426-6306
edmundstitle@midconetwork.com

To: Scott Peterson
Burlage Peterson Auctioneers & Realtors, LLC
317 Fourth Street
Brookings, SD 57006

1. Record title holder:

Dwayne M. Leboldus Trust

2. The land referred to is located in the County of Edmunds, State of South Dakota and is described as follows:

The W $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16, Township 121 North, Range 71, West of the 5th P.M.

The NE $\frac{1}{4}$ of Section 16, Township 121 North, Range 71, West of the 5th P.M.

Leboldus Tract 1 in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16, Township 121 North, Range 71, West of the 5th P.M.

The N $\frac{1}{2}$ and the SE $\frac{1}{4}$ of Section 28, Township 121 North, Range 71, West of the 5th P.M.

The SE $\frac{1}{4}$ of Section 13, Township 121 North, Range 72, West of the 5th P.M.

3. The real estate is encumbered by the following Bankruptcies, Mortgages, Contract For Deed, Federal, State or County Liens, Mechanics Liens and Judgments:

Real Estate Mortgage, Security Agreement, Assignment of Rents and Fixture Filing executed by Karen Leboldus, Trustee for Dwayne M. Leboldus Trust, as mortgagor, to Farm Credit Services of America, FLCA, 5015 S 118th Street, PO Box 2409, Omaha, NE 68103-2409, as mortgagee, dated and recorded January 25, 2023, as Document No. 012210, in Book 154 Mtgs., Page 0818, securing the principal amount of \$165,000.00, and any other amounts which may become due and payable under the terms thereof. Pertains to SE $\frac{1}{4}$ 13-121-72.

Mortgage executed by Karen Leboldus, Trustee of Dwayne M. Leboldus Trust, as mortgagor, to Farm Credit Services Mid-America, FLCA, PO Box 34390, Louisville, Kentucky, 40299, as mortgagee, dated June 7, 2023 and recorded June 12, 2023, as Document No. 012516, in Book 154 Mtgs., Page 0890, securing the principal amount of \$175,000.00, and any other amounts which may become due and payable under the terms thereof. Pertains to E½ 28-121-71.

4. The following are the reservations, easements and exceptions on the real estate:

Reservations in United States patents as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Reservations in Patent issued by the State of South Dakota, recorded December 9, 1908 in Book 40 Patents, Page 565, substantially as follows: Subject to reservation of right-of-way for US irrigation ditches, canals etc as provided in Chapter 132 Laws of 1905. Pertains to SE¼ 13-121-72.

Reservations in Patent issued by the State of South Dakota, recorded December 12, 1967 in Book 25 Misc., Page 608, substantially as follows: Reserving, however, to the State of South Dakota right of way for irrigation ditches, canals, etc., as provided by SDC 1960 Supp. 61.0133, and subject to reservations and rights relating to deposits of coal, ores, metals and other minerals, asphaltum, oil gas and other like substances, provided by SDC 15.0501 and SDC 55.0203, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts. Pertains to S½SW¼ 16-121-71.

Reservation in Patent issued by the State of South Dakota, recorded January 28, 1987, in Book 112 Deeds, Page 187, substantially as follows: Reserving however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDCL 1967 5-4-2, and subject to reservations and rights relating to deposits of coal, ores, metals and other minerals, asphaltum, oil, gas and other like substances, provided by SDCL 1967 5-7-3 to 5-7-6, inclusive, and SDCL 1967 5-2-12 and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts. Pertains to S½NE¼ & N½SW¼ 16-121-71.

Reservation in Patent issued by the State of South Dakota, recorded January 28, 1987, in Book 112 Deeds, Page 188, substantially as follows: Reserving however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDCL 1967 5-4-2, and subject to reservations and rights relating to deposits of coal, ores, metals and other minerals, asphaltum, oil, gas and other like substances, provided by SDCL 1967 5-7-3 to 5-7-6, inclusive, and SDCL 1967 5-2-12 and in any law of the State of South

Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts. Pertains to N½NE¼ 16-121-71.

Statutory section line right-of-way 33 feet wide on each side of each section line, pursuant to SDCL, chapter 31-18.

Reservations in Warranty Deed issued by the State of South Dakota recorded June 9, 1941, in Book 77 Deeds, Page 171, substantially as follows: Subject to reservation of rights of way for irrigation ditches, canals, etc., as provided by SDC 61.0147 and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other substances, as provided by SDCL 15.0501 and SDC 55.0203. Pertains to NW¼ 28-121-71.

Right-of-way easement granted to WEB Water Development Association, Inc., across and through the E½ 13-112-72. to install and operate a rural water system, as set forth in instrument recorded August 4, 2005, in Book 40 Misc., Page 110.

Buried Electric Line Easement granted to FEM Electric Association, Inc., an electrical cooperative, as set for in instrument recorded October 27, 1982 in Book 32 Misc., Page 50. Pertains to N½SW¼ 16-121-71.

Buried Electric Line Easement granted to FEM Electric Association, Inc., an electrical cooperative, as set for in instrument recorded October 28, 1982 in Book 32 Misc., Page 72. Pertains to S½SW¼ 16-121-71.

United States Department of the Interior U.S. Fish and Wildlife Service Bureau off Sport Fisheries and Wildlife Conveyance of Easement for Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior, including the right of ingress to and egress, as set forth in instrument recorded October 17, 1963 in Book 24 Misc., Page 383. Pertains to S½ 28-121-71 and other lands.

United States Department of the Interior U.S. Fish and Wildlife Service Bureau off Sport Fisheries and Wildlife Conveyance of Easement for Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior, including the right of ingress to and egress, as set forth in instrument recorded February 1, 1965 in Book 24 Misc., Page 507. Pertains to SE¼ 13-121-72 and other lands.

United States Department of the Interior U.S. Fish and Wildlife Service Conveyance of Easement for Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior, including the right of ingress to and egress, as set forth in instrument recorded October 19, 1987 in Book 33 Misc., Page 992. Pertains to NE¼ & E½NW¼ 28-121-71.

5. The County Tax Records indicate the following real estate taxes and special assessments for this real estate:

Real Estate taxes for 2024, a lien not yet due or payable.


Real Estate taxes for 2023, due and payable in 2024, a lien now due and payable.

NOTE: The first half of the 2023 real estate taxes are past due with interest owing.

See attached tax statements.

6. This Report has been prepared for the confidential and exclusive use of the client named herein. This is not intended and should not be considered as any form of abstract, title guaranty, title commitment or title insurance.
7. The total liability of Hand County Title Company, Inc., hereunder is limited to the amount paid for this Report.

HEARTLAND TITLE COMPANIES OF SOUTH DAKOTA, INC.

By 
Nancy Lewellen

NOTE: Coverage of this Report extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Edmunds County, South Dakota. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in those offices are not covered in this Report.

NOTE: The real estate described in this Report 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, Heartland Title Companies of South Dakota, Inc., is not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.

NOTE: This Report does not include any Mineral search.

LA - REGIONAL

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

THIS INDENTURE, by and between Mike Leboldus (a/k/a Michael Leboldus) and Mary Leboldus his wife, residing at Onaka, 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, 1884, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 460, 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 one thousand Dollars (\$1,000.00), the parties of the first part 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States: SOUTH DAKOTA, EDMUNDS COUNTY, T. 121 N., R. 71 W., 5th P.M.

- sec. 20, SE 1/4
sec. 21, SW 1/4
sec. 28, S 1/4
sec. 29, E 1/2, NW 1/4
sec. 33, NW 1/4

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone 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 hereafter 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, 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 acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Mike Leboldus at Onaka, South Dakota, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

4. 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 therefrom. 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.

5. Payment of the consideration will be made by Disbursing Officers 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 24th day of May 1963.

Mike Leboldus (L. S.)
Mary Leboldus (L. S.)
Mary Leboldus (L. S.)
Mary Leboldus (L. S.)

(Witness) (L. S.)
(L. S.)

ACKNOWLEDGEMENT

STATE South Dakota
COUNTY OF Edmunds ss.

On this 24th day of May, in the year 1963, before me personally appeared Mike Leboldus and Mary Leboldus, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

Herman L. Fettig
Notary Public
My commission expires My Commission Expires April 2, 1971

(SEAL)
(Seal Affixed)

This indenture is accepted on behalf of the United States this 9th day of OCT - 9 1963, 19 under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA
By R W Burwell
Regional Director
Bureau of Sport Fisheries and Wildlife - 24180

STATE OF SOUTH DAKOTA, County of Edmunds, ss.
OFFICE OF REGISTER OF DEEDS
Filed for record this 17th day of October 1963 at 11:10 o'clock A. M., and recorded in Book 24 of Misc. Records on Page 383.
Margaret Breckler Register of Deeds
By Ruby Gardner Deputy

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

1A ORIGINAL

THIS INDENTURE, by and between Peter Binfet, a widower, residing at Onaka, 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 nine hundred and twenty-five Dollars (\$925.00), the parties of the first part 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 121 N., R. 72 W., 5th P.M. Edmunds County, South Dakota

sec. 1, SE 1/4;
sec. 12, SE 1/4;
sec. 13, E 1/2.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone 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 hereafter 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, 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 acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Peter Binfet at Onaka, South Dakota, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

4. It is hereby 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 therefrom. 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.

5. Payment of the consideration will be made by Disbursing Officers 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 10th day of November 1964.

Peter Binfet (L. S.)
Peter Binfet (L. S.)
(L. S.)
(L. S.)
Herman L. Fettig (L. S.)
(Witness) (L. S.)
(L. S.)

ACKNOWLEDGEMENT

STATE South Dakota
COUNTY OF Faulk ss.
On this 10th day of November, 1964, before me personally appeared Peter Binfet a widower known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.

Herman L. Fettig
Notary Public
(SRNL) (Official Title)
(My commission expires April 2, 1971)

ACCEPTANCE

This indenture is accepted on behalf of the United States this JAN 27 1965, 1965, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM I.S., Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D (1).

THE UNITED STATES OF AMERICA

By R W Burwell
/s/ R. W. Burwell
(Title) Regional Director
Bureau of Sport Fisheries and Wildlife - 24180

STATE OF SOUTH DAKOTA, County of Edmunds, ss.
OFFICE OF REGISTER OF DEEDS

Filed for record this 1st day of February 1965 at 1:25 o'clock P. M., and recorded in Book 24 of Miscellaneous Records on Page 507.

Margaret Buechler By Ruby Gerdes
(SEAL) Register of Deeds Deputy

Revised Form, 11-24-54
UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Dwayne M. Leboldus and Judith A. Leboldus,
his wife, of Onaka, 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 (\$ 5,000.00) 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 90 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.

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

T. 121 N., R. 71 W., 5th P.M.
Sec. 28, NE1/4, E1/2NE1/4

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

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

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

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Dwayne M. Leboldus at Rt. 2, Box 268 Opaka, South Dakota 57466 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 instrument 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 parties of the first part have hereunto set their hands and seals this 22nd day of January, 1987

Dwayne M. Leboldus (I.S.) Judith A. Leboldus (I.S.)
 Dwayne M. Leboldus Judith A. Leboldus

_____(I.S.) _____(I.S.)

_____(I.S.) _____(I.S.)

_____(I.S.) _____(I.S.)

ACKNOWLEDGMENT

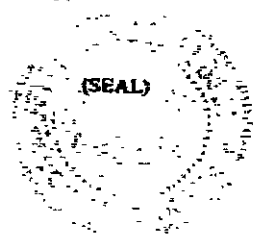
STATE South Dakota
 COUNTY OF Brown

On this 22nd day of January, 1987, before me personally appeared

Dwayne M. Leboldus and Judith A. Leboldus, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.

Betty A. Kuckelburg
Brown County
 (Notary Public)

My commission expires 12-10-90



ACCEPTANCE

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

OCT 15 1987

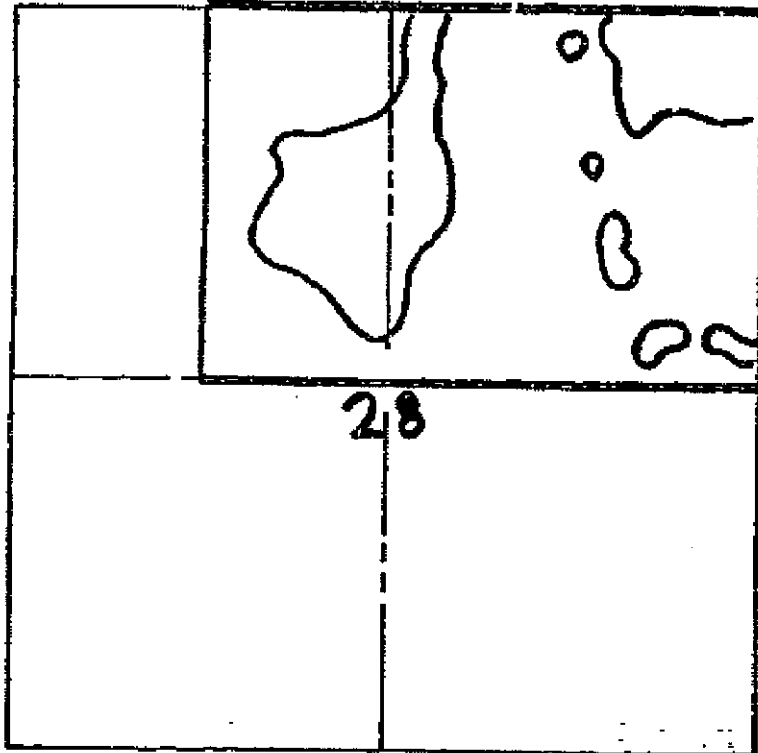
THE UNITED STATES OF AMERICA
 By Robert W. Young
 Robert W. Young
 (Title) Senior Realty Officer
 U. S. Fish and Wildlife Service

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

Map _____ of _____

TRACT _____

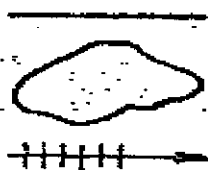
WATERFOWL PRODUCTION AREA _____ COUNTY, STATE OF _____
 EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
 T. _____ N., R. _____ W., _____ PRINCIPAL MERIDIAN



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated: 1-22-87 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

LEGEND



Boundary of Easement Description

Wetlands covered by provisions of the easement

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

Dwaine Selbach
 Landowner Signature

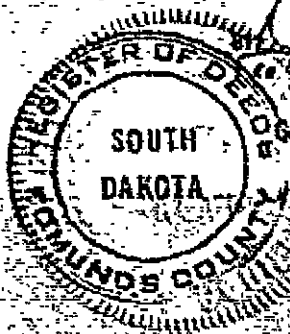
Prepared by: Davis H. Baker

Date: 1-22-87

63135

STATE OF SOUTH DAKOTA, COUNTY OF EDMUNDS
OFFICE OF REGISTER OF DEEDS
FILED FOR RECORD THIS 19th DAY OF
October 1937 AT 10:35 O'CLOCK A.M
AND RECORDED IN BOOK 33 OF

Misc- Records on PAGE 492
Edward J. Aouch
REGISTER OF DEEDS
Donne C. Editz
DEPUTY



RECEPTION NUMERICAL
GRANTOR GRANTEE COMPARED

BURIED ELECTRIC LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more),

Mike Leboldus

owner of the real estate hereinafter described, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby give and grant unto FEM Electric Association, Inc., an electrical cooperative, of Ipswich, South Dakota, hereinafter called the cooperative, its successors, assigns, and associated and allied cooperatives, a right of way easement to construct, operate, maintain, repair, replace, improve, and remove underground electric conduit and transmission and cable lines for the purpose of transmitting and distributing electric power and energy, including all wires, cable manholes, transformers, transformer enclosures, concrete pads, connection boxes, attachments, equipment, and appurtenant facilities, in, under, over, across, and upon, a strip of land fifteen feet wide situate within the real estate in Edmunds County, South Dakota, described as follows: The North One-Half of the Southwest Quarter of Section 16, Range 121, Township 71

(a plat of which strip of land is hereunto annexed and incorporated herein) and all streets, roads, or highways abutting said real estate, all rights herein granted being those which said cooperative may from time to time require, together with the following rights: to properly mark the location of said underground electric facilities by surface markers; to clear, and keep cleared all trees, roots, brush, and other obstructions both upon the surface and in the sub-surface of said strip of real estate and within ten feet on each side of said strip of land; to install surface testing equipment at places where the same will not interfere with the owners use of the surface of said real estate; to install gates and stiles in any and all fences crossing said strip of land; and the right of ingress and egress over and upon and in said strip of land for the purposes of exercising all of the rights herein granted to said cooperative.

The cooperative agrees to bury all electric lines, cables, and other underground electric facilities necessary thereto, a minimum of three feet below the surface of the ground.

And it is mutually agreed that all properties installed in, under, and upon the said land shall remain the property of the cooperative and be removable at the election of the cooperative at any time during the term of this easement or at the expiration hereof.

The owner hereby reserves for themselves, their heirs, executors, administrators, successors, and assigns the right to enter upon and use the surface of said strip of land for cultivation, farming, grazing livestock, and other purposes, without in any manner interfering with the rights herein granted to the cooperative, and hereby covenant that they will not construct any buildings or structures upon said strip of land or within ten feet from either side thereof, and will at all times so use and operate the surface of said strip of land so as to maintain not less than three feet of ground above and upon all underground electric facilities of the cooperative once the same are placed in said strip of land.

The cooperative agrees to pay all damages caused to the owner's land arising out of the cooperative's exercise of the rights herein granted, including crops, livestock, fences, and improvements. If the amount of any damage is not mutually agreed upon, it shall be ascertained by three disinterested persons, to be appointed, one by the Owner, one by the cooperative, and a third by the two persons so appointed, and the award of damage by such three persons shall be final and conclusive, subject to the rights of the Owner and cooperative to resort to the courts for adjudication of such damages.

The undersigned covenant that they are the owner of the above described land, and the same is free from all liens and encumbrances except those held by:

This easement shall remain in full force and effect for so long as the cooperative uses said strip of land for the purposes mentioned.

IN WITNESS WHEREOF, the undersigned have set their signature hereto, this 19th day of July, 1982.

Mike Leboldus

Owner

STATE OF SOUTH DAKOTA,)
) ss.
COUNTY OF Edmunds

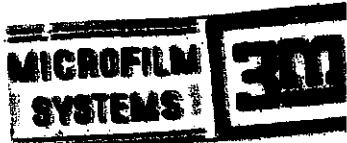
On this the 19th day of July, 1982, before the undersigned officer, personally appeared Mike Leboldus

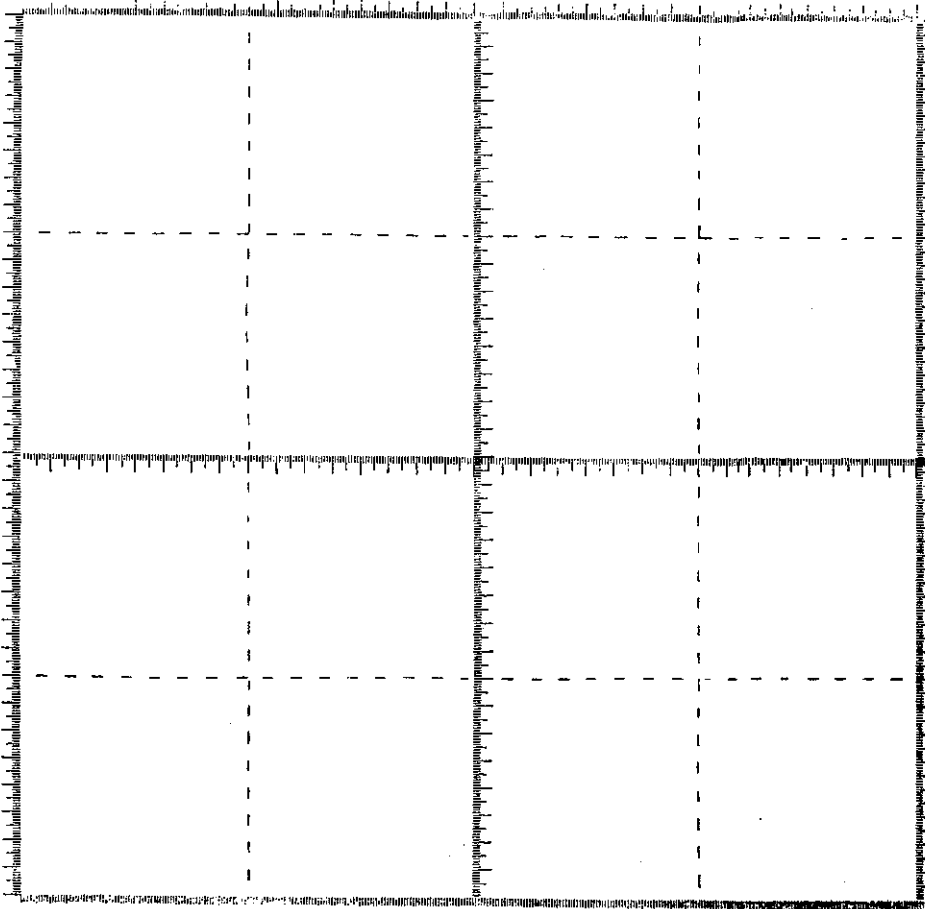
known to me personally to be the persons described in the within and foregoing instruments, who subscribed their signatures thereto, and acknowledged to me that they executed the same.

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

J. H. Fisher
Notary Public, South Dakota.

My Commission expires: August 24, 1989.





Plat of Easement

Name of Owner

.....

Section

Township No.

Range

Remarks

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.....

.....

.....

.....

57261

STATE OF SOUTH DAKOTA, COUNTY OF EDWARDS
 OFFICE OF REGISTER OF DEEDS
 FILED FOR RECORD THIS 27th DAY OF
Oct 1982 12:52 PM AT
 AND RECORDED IN BOOK 32 OF
Miss. Rec. of 1982
Edward J. [Signature]
Christina [Signature]
 #101

REGISTRAR

GRAND JURY



BURIED ELECTRIC LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more), Dwayne M. Leboldus and Judith A. Leboldus, Husband and Wife

owner of the real estate hereinafter described, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby give and grant unto FEM Electric Association, Inc., an electrical cooperative, of Ipswich, South Dakota, hereinafter called the cooperative, its successors, assigns, and associated and allied cooperatives, a right of way easement to construct, operate, maintain, repair, replace, improve, and remove underground electric conduit and transmission and cable lines for the purpose of transmitting and distributing electric power and energy, including all wires, cable, manholes, transformers, transformer enclosures, concrete pads, connection boxes, attachments, equipment, and appurtenant facilities, in, under, over, across, and upon, a strip of land fifteen feet wide situate within the real estate in Edmunds County, South Dakota, described as follows: The South One-Half of the Southwest Quarter of Section 16, Township 121, Range 71

(a plat of which strip of land is hereunto annexed and incorporated herein) and all streets, roads, or highways abutting said real estate, all rights herein granted being those which said cooperative may from time to time require, together with the following rights: to properly mark the location of said underground electric facilities by surface markers; to clear, and keep cleared all trees, roots, brush, and other obstructions both upon the surface and in the sub-surface of said strip of real estate and within ten feet on each side of said strip of land; to install surface testing equipment at places where the same will not interfere with the owners use of the surface of said real estate; to install gates and stiles in any and all fences crossing said strip of land; and the right of ingress and egress over and upon and in said strip of land for the purposes of exercising all of the rights herein granted to said cooperative.

The cooperative agrees to bury all electric lines, cables, and other underground electric facilities necessary thereto, a minimum of three feet below the surface of the ground.

And it is mutually agreed that all properties installed in, under, and upon the said land shall remain the property of the cooperative and be removable at the election of the cooperative at any time during the term of this easement or at the expiration hereof.

The owner hereby reserves for themselves, their heirs, executors, administrators, successors, and assigns the right to enter upon and use the surface of said strip of land for cultivation, farming, grazing livestock, and other purposes, without in any manner interfering with the rights herein granted to the cooperative, and hereby covenant that they will not construct any buildings or structures upon said strip of land or within ten feet from either side thereof, and will at all times so use and operate the surface of said strip of land so as to maintain not less than three feet of ground above and upon all underground electric facilities of the cooperative once the same are placed in said strip of land.

The cooperative agrees to pay all damages caused to the owner's land arising out of the cooperative's exercise of the rights herein granted, including crops, livestock, fences, and improvements. If the amount of any damage is not mutually agreed upon, it shall be ascertained by three disinterested persons, to be appointed, one by the Owner, one by the cooperative, and a third by the two persons so appointed, and the award of damage by such three persons shall be final and conclusive, subject to the rights of the Owner and cooperative to resort to the courts for adjudication of such damages.

The undersigned covenant that they are the owner of the above described land, and the same is free from all liens and encumbrances except those held by:

This easement shall remain in full force and effect for so long as the cooperative uses said strip of land for the purposes mentioned.

IN WITNESS WHEREOF, the undersigned have set their signature hereto, this 19th day of July, 1982.

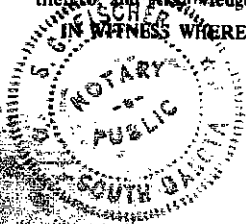
Dwayne M. Leboldus X
Judith A. Leboldus X
Owner

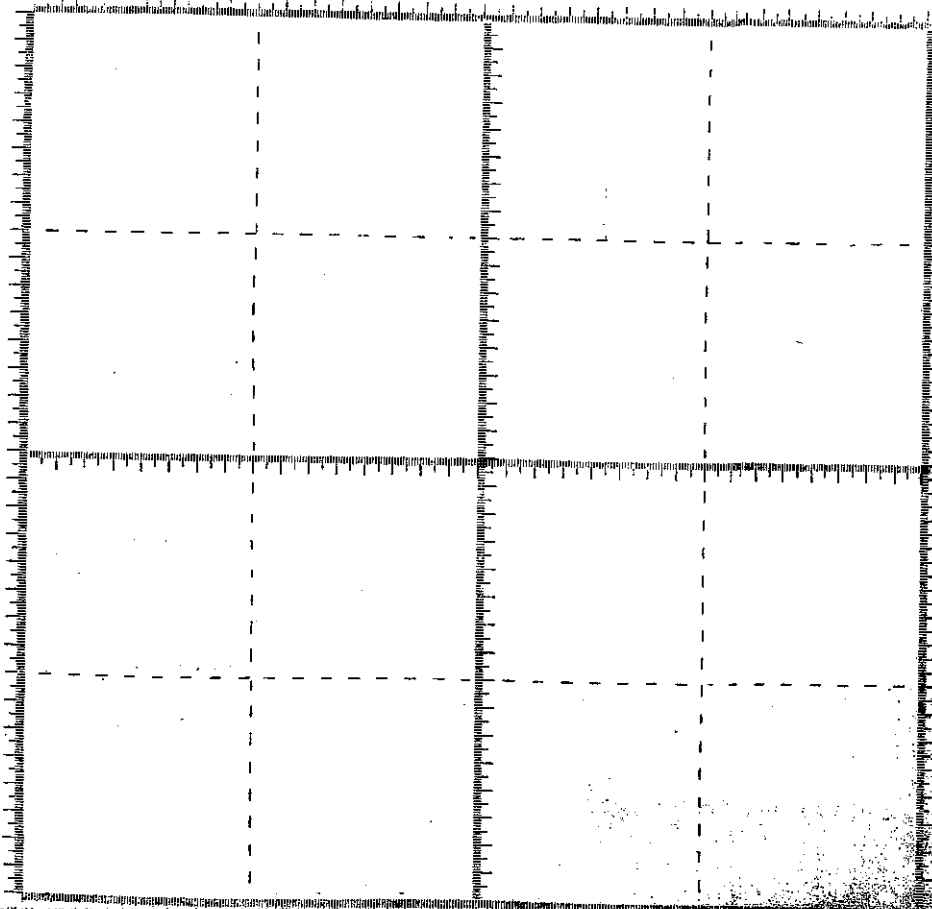
STATE OF SOUTH DAKOTA,)
) ss.
COUNTY OF Edmunds)

On this the 19th day of July, 1982, before the undersigned officer, personally appeared Dwayne M. Leboldus and Judith A. Leboldus known to me personally to be the persons described in the within and foregoing instruments, who subscribed their signatures thereto, and acknowledged to me that they executed the same.

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

S. A. Fischer
Notary Public, South Dakota.
My Commission expires: August 24, 1989





Plat of Easement

Name of Owner

Section

Township No.

Range

Remarks

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.....

57283

STATE OF SOUTH DAKOTA, COUNTY OF BURNING

OFFICE OF REGISTER DEEDS

FILED FOR RECORD THIS 21st DAY OF

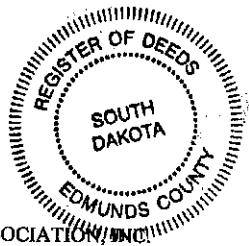
1912 AT 10:00 AM

AND RECORDED IN BOOK 100 PAGE 100

WITNESSED IN MY PRESENCE

BY

4307



003852

REGISTER OF DEEDS
Edmunds County, South Dakota

Filed for record this 4th day

of August, 2005

at 2:50 o'clock P.m and recorded

in Book 40 Misc.

Page 110

[Signature]
Register of Deeds

#12. ^{SD} RECEPTION NUMERICAL
GRANTOR GRANTEE COMBARD

WEB WATER DEVELOPMENT ASSOCIATION, INC.
38462 - US Hwy 12
PO Box 51, Aberdeen, SD 57402-0051
(605-229-4749)

Prepared By: George Piper

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS—

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

Delores Mitzel Hoffer

Hereinafter referred to as GRANTOR, by the WEB Water Development Association, Inc., hereinafter referred to as GRANTEE the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, lay, extend and add to said water pipeline in the future, whether or not such extension or addition benefits GRANTOR or his land, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipes, connections, valves and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Edmunds County, State of South Dakota, said land being described as follows:

East 1/2 Section 13, Township 121 North, Range 72 West

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 each side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

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

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

WEB WATER DEVELOPMENT ASSOCIATION, INC.
RIGHT-OF-WAY EASEMENT

Grantor: Delores Mitzel Hoffer

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 19 day of April, 2005.

Delores (Mitzel Hoffer) Prisbe

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Edmunds)

On this the 19 day of April, 2005, before me Brenda L. Anderson
the undersigned officer, personally appeared Delores (Mitzel Hoffer) Prisbe

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

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

(NOTARY SEAL)

Brenda L. Anderson
Notary Public South Dakota

My Commission Expires: December 7, 2006

MISCELLANEOUS RECORD No. 25
EDMUNDS COUNTY, S. DAK.

Patent

State of



South Dakota

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS, On the 5th day of October, 1966, all that tract or parcel of Common School Land of the State of South Dakota, hereinafter mentioned and particularly described, was sold in the manner prescribed by law to MICHAEL LEBOLDUS

of Onaka, and State of South Dakota, for the aggregate price of One Thousand Eight Hundred Forty and no/100 Dollars and

WHEREAS, DWAYNE M. LEBOLDUS, Onaka, South Dakota, is now the actual owner of said Contract of Sale and substituted for the original purchaser as shown by the certified return of the States Attorney, County Auditor and County Treasurer of Edmunds County, South Dakota; and

WHEREAS, the sum aforesaid has been fully paid to the proper receiving officer of the State of South Dakota, as shown by the records in the office of the Commissioner of School and Public Lands,

NOW, KNOW YE, That the said State of South Dakota, in pursuance of law in such cases made and provided, and in consideration of the premises aforesaid, and of the aforesaid payment to the said State of South Dakota, doth by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, in fee unto the said

DWAYNE M. LEBOLDUS, Owner of said Contract of Sale

his heirs and assigns, the said tract or parcel of land situated in the County of Edmunds and State of South Dakota and described as follows, to-wit:

The South Half of the Southwest Quarter

of Section Number Sixteen (16), in Township Number One Hundred Twenty-one (121), North Range Number Seventy-one (71), West of the Fifth Principal Meridian

containing Eighty and no/100 acres, more or less, according to the United States Government survey, and as appears from the plats and records of said lands now on file in the office of the Commissioner of School and Public Lands reserving however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDC 1960 Supp. 61.0133, and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substances, as provided by SDC 15.0501 and SDC 55.0203, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

In WITNESS WHEREOF, The State of South Dakota has caused this patent to be executed in the name of the State by the Governor and attested by the Commissioner of School and Public Lands under his seal of office this 6th day of December, A. D., 1967.

COMMISSIONER OF SCHOOL
(SEAL)
AND PUBLIC LANDS

STATE OF SOUTH DAKOTA

By Nils A. Roe, Governor

Attest: Bernard Linn
Commissioner of School and Public Lands

Contract No. 1332 Patent No. 21846, Recorded Book No. 41, Page 256

Office of Commissioner of School and Public Lands.

STATE OF SOUTH DAKOTA, County of Edmunds OFFICE OF REGISTER OF DEEDS
Filed for record this 12th day of December 1967 at 9:45 o'clock A. M.
and recorded in Book 25 of Misc. Records on Page 608.

Margaret Buechler Register of Deeds By Ruby Gerdner Deputy
(SEAL)

State of



South Dakota

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETINGS:

WHEREAS, On the 2nd day of October 1862, all that tract or parcel of Common School Land of the State of South Dakota, hereinafter mentioned and partially described, was sold in the manner prescribed by law to

MIKE LEBOLDUS AND RAYMOND KRAFT, AS JOINT TENANTS

WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

of Onaka and State of South Dakota, for the aggregate price of Two Thousand Eight Hundred and no/100 Dollars and

WHEREAS, MIKE LEBOLDUS AND MARY LEBOLDUS, AS JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, Onaka, South Dakota, are now the actual

OWNERS OF SAID CONTRACT OF SALE and substituted for the original purchasers, as shown by the certified return of the States Attorney, County Auditor and County Treasurer of Edmunds County, South Dakota, and

WHEREAS, the sum aforesaid has been fully paid to the proper receiving officer of the State of South Dakota, as shown by the records in the office of the Commissioner of School and Public Lands, NOW, KNOW YE That the said State of South Dakota, in pursuance of law in such cases made and provided, and in consideration of the premises aforesaid, and of the aforesaid payment to the said State of South Dakota, doth by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM in fee unto the said

MIKE LEBOLDUS AND MARY LEBOLDUS, AS JOINT TENANTS

WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

OWNERS OF SAID CONTRACT OF SALE

doth hereby and assigns, the said tract or parcel of land situated in the County of Edmunds and State of South Dakota and described as follows, to-wit:

The North Half of the Northeast Quarter

EXEMPT FROM TRANSFER FEE

of Section Number Sixteen (16.) in Township Number One Hundred Twenty One (121),

North Range Number Seventy one (71), West of the Fifth Principal Meridian,

containing Eighty and no/100 acres, more or less, according to the United States Government survey, and as appears from the plats and records of said lands now on file in the office of the Commissioner of School and Public Lands reserving however, to the State of South Dakota right-of-way for irrigation, ditches, canals, etc., as provided by SDCL 1987 5-4-2, and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substances, provided by SDCL 1987 5-7-3 to 5-7-6, inclusive, and SDCL 1987 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

In WITNESS WHEREOF, The State of South Dakota has caused this patent to be executed in the name of the State by the Governor and attested by the Commissioner of School and Public Lands under his seal of office

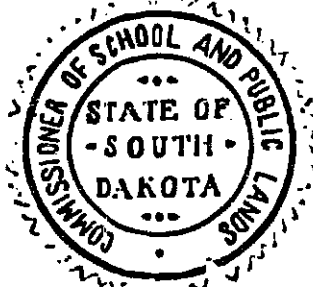
this 11th day of JANUARY A.D. 1977

STATE OF SOUTH DAKOTA

By Governor

George O'Han Commissioner of School and Public Lands

Attest



Contract No. 1441 Patent No. 23421 Recorded Book No. 45 Page 11

STATE OF SOUTH DAKOTA COUNTY OF HUGHES

Office of Commissioner of School and Public Lands.

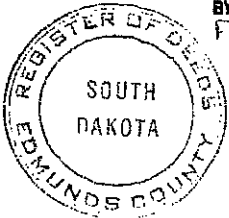
I, the undersigned, Commissioner of School and Public Lands in and for the State of South Dakota do hereby certify that I have compared the within instrument with the copy on file in my office and that the same is a true and correct copy thereof. IN WITNESS WHEREOF, I have hereunto set my hand and seal this date: 6/23/87

George O'Han Deputy Commissioner

62376

STATE OF SOUTH DAKOTA, COUNTY OF EDMUNDS
OFFICE OF REGISTER OF DEEDS
FILED FOR RECORD THIS 28th DAY OF
January 1987 AT 1:20 O'CLOCK P M
AND RECORDED IN BOOK 112 OF
Deeds ON PAGE 188
Edward J. L. Laska
REGISTER OF DEEDS
BY James G. Gritz
DEPUTY

RECEPTION NUMERICAL
GRANTOR GRANTEE COMPARED



State of



South Dakota

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS, On the 2nd day of October, 1968, all that tract or parcel of Common School Land of the State of South Dakota, hereinafter mentioned and particularly described, was sold in the manner prescribed by law to

MIKE LEBOLDUS

of Onaka and State of South Dakota, for the aggregate price of Four Thousand Eight Hundred and no/100 Dollars and

WHEREAS, MIKE LEBOLDUS AND MARY LEBOLDUS, AS JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, Onaka, South Dakota, are now the actual owners of said Contracts of Sale and substituted for the original purchaser, as shown by the certified return of the States Attorney, County Auditor and County Treasurer of Edmunds County, South Dakota; and

WHEREAS, the sum aforesaid has been fully paid to the proper receiving officer of the State of South Dakota, as shown by the records in the office of the Commissioner of School and Public Lands, NOW, KNOW YE That the said State of South Dakota, in pursuance of law in such cases made and provided, and in consideration of the premises aforesaid, and of the aforesaid payment to the said State of South Dakota, doth by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, in fee unto the said

MIKE LEBOLDUS AND MARY LEBOLDUS, AS JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON Owners of said Contracts of Sale

their heirs and assigns, the said tract or parcel of land situated in the County of Edmunds and State of South Dakota and described as follows, to-wit:

EXEMPT FROM TRANSFER FEE

The South Half of the Northeast Quarter

and the North Half of the Southwest Quarter

of Section Number Sixteen (16) in Township Number One Hundred Twenty-one (121),

North Range Number Seventy-one (71), West of the Fifth Principal Meridian

containing One Hundred Sixty and no/100 acres, more or less, according to the United States Government survey, and as appears from the plats and records of said lands now on file in the office of the Commissioner of School and Public Lands reserving however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDCL 1967 5-4-2, and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substances, provided by SDCL 1967 5-7-3 to 5-7-8, inclusive, and SDCL 1967 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

In WITNESS WHEREOF, The State of South Dakota has caused this patent to be executed in the name of the State by the Governor and attested by the Commissioner of School and Public Lands under his seal of office

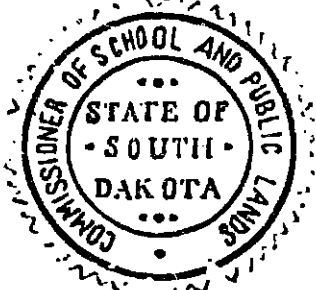
this 13th day of January, A.D. 1977

STATE OF SOUTH DAKOTA

By Governor

Commissioner of School and Public Lands

Attest



Contract No. 1428, 1429 - Patent No. 23420 - Recorded Book No. 45 - Page 10

STATE OF SOUTH DAKOTA } 55
COUNTY OF HUGHES }

Office of Commissioner of School and Public Lands

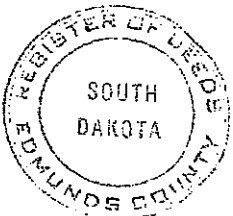
I, the undersigned, Commissioner of School and Public Lands in and for the State of South Dakota do hereby certify that I have compared the within instrument with the copy on file in my office and that the same is a true and correct copy thereof. IN WITNESS WHEREOF, I have hereunto set my hand and seal this date: 1/23/87

Deputy Commissioner

62375

STATE OF SOUTH DAKOTA, COUNTY OF EDMUNDS
OFFICE OF REGISTER OF DEEDS
FILED FOR RECORD THIS 28th DAY OF
January 19 87 AT 1:45 O'CLOCK P.
AND RECORDED IN BOOK 112 OF
Deeds ON PAGE 187
Edmund J. Clark
BY Quinn Clark REGISTER OF DEEDS
Fee 5

-RECEPTION NUMERICAL
-GRANTOR-GRANTEE CLERKED



State of South Dakota

To all to Whom These Presents / Shall Come, greeting:

Whereas, on the 11th day of July 1907 all that tract or parcel of Public Buildings Lands of the State of South Dakota, hereinafter mentioned and particularly described, was sold in the manner prescribed by law to J H Holmes of Aberdeen and State of South Dakota for the aggregate price of Fourteen Hundred Forty and no/100 Dollars and

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

Now, Know Ye, That the said State of South Dakota in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of Fourteen Hundred forty and no/100 Dollars to the said State of South Dakota paid, doth by these presents grant, bargain, sell, convey and confirm in fee unto the said J H Holmes original purchaser, his heirs and assigns, the said tract or parcel of land situated in the County of Edmunds and State of South Dakota and described as follows, to-wit:

The Southeast quarter of the-----quarter of Section number Thirteen (13) in Township Number One Hundred Twenty one (121) North and of Range number Seventy two (72) West of Fifth Principal Meridian, containing One Hundred sixty and no/100 acres more or less, according to the United States Government Survey, and as appears from the plats and records of said lands now on file in the office of the Commissioner of School and Public Lands, subject to reservation of right of way for U S irrigation ditches, canals, etc., as provided by Chapter 132, Laws 1905

To have and to hold the same together with all the appurtenances thereunto belonging unto the said J H Holmes original purchaser, his heirs and assigns in fee simple forever.

In Witness Whereof, The State of South Dakota has caused this patent to be executed in the name of the State by the Governor and attested by the Commissioner of School and Public Lands under his seal of office this 4th day of December A D 1908

State of South Dakota:

By: Coe I Crawford, Governor

Attest:

O C Dekken
Commissioner of School and Public Lands.

Contract No. 16 Patent, 5267 Recorded Book No 11, Page 98 Office of Commissioner of School and Public Lands.

Office of Registers or Clerks
State of South Dakota
County of Edmunds
I hereby certify that the within instrument
was filed for record on Dec 4 1908
at 1:32 o'clock P. M. and recorded in Book
11 page 98 of 11 records.
L. J. Hanson
Register of Deeds
By Christina Lauritzen



DEED RECORD No. 77

WARRANTY DEED

Re 12959 The State of South Dakota, acting by and through its Rural Credit Board, New L 15111 grantor of Pierre, County of Hughes, State of South Dakota for and in consideration of Six Hundred - - - - - DOLLARS, GRANTS, CONVEYS AND WARRANTS TO

Jacob P. Dais Onaka, South Dakota P. O., the following described real estate in the County of Edmunds in the State of South Dakota: to-wit:

The Northwest quarter of Section Twenty-eight (28), in Township One Hundred Twenty-One (121), North of Range Seventy-One (71), West of the Fifth Principal Meridian, containing 160 acres, more or less.

Subject to reservation of rights of way for irrigation ditches, canals, etc., as provided by SDC 61.0147, and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substances, as provided by SDC 15.0501 and SDC 55.0203.

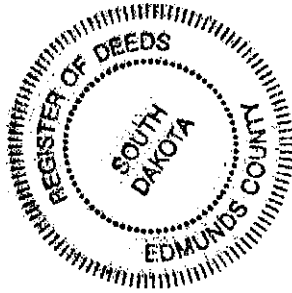
Dated this 19th day of May 1941. (South Dakota Rural Credit Board) (State of South Dakota) Attest: A. J. Moodie Secretary STATE OF SOUTH DAKOTA Acting by and through its Rural Credit Board By Millard G. Scott Rural Credit Director

STATE OF South Dakota } ss. County of Hughes } On this 19th day of May in the year 1941, before me,

Nan Johnson Notary Public SEAL South Dakota personally appeared Millard G. Scott, known to me to be the Director of the Rural Credit Board of the State of South Dakota, and acknowledged to me that the State of South Dakota by and through its Rural Credit Board, executed the foregoing instrument. Nan Johnson Notary Public My commission expires Nov. 18, 1944

STATE OF SOUTH DAKOTA, County of Edmunds, ss. Filed for record this 9th day of June A. D. 1941, at 9:00 o'clock A.M., and recorded in Book 77 of Deeds, Page 171. By Marie Weichman Deputy Register of Deeds

Prepared by: Kenneth L. Gosch
Bantz, Gosch & Cremer, L.L.C.
Attorneys at Law
305 Sixth Avenue SE, P.O. Box 970
Aberdeen, SD 57402-0970
(605) 225-2232



001333

REGISTER OF DEEDS
Edmunds County, South Dakota

Filed for record this 3rd day
of October, 2011
at 9:55 o'clock A m and recorded
in Book 122 Deeds
Page 572
Kevin Hodits, Deputy
Register of Deeds
RECEPTION NUMERICAL
GRANTOR GRANTEE COMPARED
Fee \$14.⁰⁰

PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

Marietta Stewart was appointed personal representative by the Clerk of the Circuit Court of Edmunds County, South Dakota, on August 8, 2006, and Letters of Personal Representative were issued on August 8, 2006, which Letters are unrevoked and remain in full force and effect; a copy of the Letters certified to the date of this deed or later is attached.

Marietta Stewart, as the duly appointed, qualified, and acting personal representative of the **Estate of Michael Leboldus, also known as Mike Leboldus**, a single person, deceased, Grantor, of Edmunds County, South Dakota, conveys, transfers, assigns, and releases to **Dwayne Leboldus**, Grantee, of 1314 W. 28th Street, Sioux Falls, Minnehaha County, South Dakota 57105, all interest of the decedent and the Estate of decedent in the following described real estate in **Edmunds** County, South Dakota:

Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), Township One Hundred Twenty-one (121) North, Range Seventy-two (72) West of the 5th P.M.; and

West Half of the North Half of the Southwest Quarter (W $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Sixteen (16), Township One Hundred Twenty-one (121) North, Range Seventy-one (71) West of the 5th P.M.,

EXEMPT FROM TRANSFER FEE

all subject to easements, restrictions and reservations of record, if any.

THIS TRANSFER IS EXEMPT - SDCL 43-4-22(10)

Dated this 30 day of September, 2011.



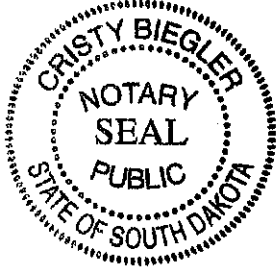
Marietta Stewart

STATE OF SOUTH DAKOTA
SS
COUNTY OF BROWN

On this 30 day of September, 2011, before me personally appeared Marietta Stewart, known to me or satisfactorily proven to be the person described in the Personal Representative's Deed of Distribution, and acknowledged that she executed the foregoing Personal Representative's Deed of Distribution as personal representative of the Estate of Michael Leboldus, also known as Mike Leboldus, a single person, and for the purposes therein contained.

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

(Seal)



Cristy Biegler
Notary Public, State of South Dakota
My Commission Expires: 3/31/2017

FILED

AUG - 8 2006

STATE OF SOUTH DAKOTA SOUTH DAKOTA UNIFIED JUDICIAL SYSTEM
5TH CIRCUIT CLERK OF COURT IN CIRCUIT COURT

COUNTY OF EDMUNDS

By SS [Signature]

FIFTH JUDICIAL CIRCUIT

ESTATE OF
MICHAEL LEBOLDUS, DECEASED.

06-17

LETTERS OF PERSONAL REPRESENTATIVE

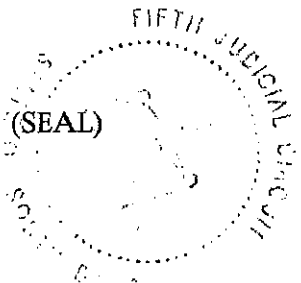
On August 8, 2006, Marietta Stewart was appointed by this court and qualified as personal representative of the estate of Michael Leboldus.

These Letters are issued as evidence of the appointment, qualification, and authority of Marietta Stewart to do and perform all acts authorized by law.

Issued August 8, 2006.

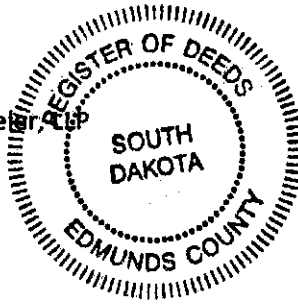
BY THE COURT:

[Signature]
Jean T. Lingor, Clerk



State of South Dakota } ss
County of Edmunds }
I, Jean T. Lingor, Clerk of the Circuit Court, do hereby certify that the within and foregoing is a full, true and complete copy of the original instrument, as the same appears on file in this office. The same is in full force and effect.
Dated this 30th day of Sept., 2011.
Jean T. Lingor, Clerk of Courts, Edmunds Co.
By [Signature] Deputy

Prepared by:
Christopher L. Fideler
Christopherson, Anderson, Paulson & Fideler, LLP
509 S. Dakota Ave.
Sioux Falls, SD 57104
(605) 336-1030



003062

REGISTER OF DEEDS

Edmunds County, South Dakota

Filed for record this 20th day

of November, 2013

at 9:40 o'clock A.m and recorded

in Book 123 Deeds

Page 335

Nolly Clapp Deputy
Register of Deeds

Fee \$30.00 RECEPTION NUMERICAL
GRANTOR GRANTEE COMPARED

QUITCLAIM DEED

DWAYNE M. LEBOLDUS, Grantor, of PO Box 286, Custer, South Dakota 57730, for and in consideration of One Dollar (\$1.00), conveys and quit claims to the DWAYNE M. LEBOLDUS TRUST, Grantee, of 1314 W. 28th Street, Sioux Falls, South Dakota 57105, all of his interest in the following described real estate in the County of Edmunds, in the State of South Dakota:

The West Half of the North Half of the Southwest Quarter (W ½ N ½ SW ¼) of Section 16, Township 121 North, Range 71 West of the 5th Principal Meridian, Edmunds County, South Dakota.

The Southeast Quarter (SE ¼) of Section 13, Township 121 North, Range 72 West of the 5th Principal Meridian, Edmunds County, South Dakota.

Leboldus Tract 1 in the South Half of the Southwest Quarter (S ½ SW ¼) of Section 16, Township 121 North, Range 71 West of the 5th Principal Meridian, Edmunds County, South Dakota.

The Northeast Quarter (NE ¼) of Section 16, Township 121 North, Range 71 West of the 5th Principal Meridian, Edmunds County, South Dakota.

The Southeast Quarter (SE ¼) of Section 28, Township 121 North, Range 71 West of the 5th Principal Meridian, Edmunds County, South Dakota.

The Northwest Quarter (NW ¼) of Section 28, Township 121 North, Range 71 West of the 5th Principal Meridian, Edmunds County, South Dakota.

The Northeast Quarter (NE ¼) of Section 28, Township 121 North, Range 71 West of the 5th Principal Meridian, Edmunds County, South Dakota.

THIS TRANSFER IS EXEMPT – SDCL 43-4-22(18).

Dated this 16 day of November, 2013.

EXEMPT FROM TRANSFER FEE

Dwayne M. Leboldus
DWAYNE M. LEBOLDUS

STATE OF SOUTH DAKOTA)
COUNTY OF Custer) :SS

On this, the 16 day of November, 2013, before me, the undersigned officer, personally appeared DWAYNE M. LEBOLDUS, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

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

[SEAL]

My commission expires: 7-15-2016

Sara VanRuler
Notary Public - South Dakota



WARRANTY DEED

Mike Leboldus and Mary Leboldus, husband and wife, grantors, of Edmunds County, State of South Dakota, for and in consideration of One Dollar and Other Valuable Consideration, GRANT, CONVEY AND WARRANT to Dwayne Leboldus, grantee, of HCR 1 - Box 26A, Roscoe, SD 57471, the following described real estate in the County of Edmunds in the State of South Dakota:

Northeast Quarter (NE1/4) of Section Sixteen (16);
Southeast Quarter (SE1/4) of Section Twenty-eight (28),
all in Township One Hundred Twenty-one (121) North,
Range Seventy-one (71) West of the 5th P. M.

Dated this 1st day November, 1993.

Mike Leboldus
Mike Leboldus

Mary Leboldus
Mary Leboldus

By Mike Leboldus
(Her Attorney-in-Fact)

TRANSFER FEE PAID \$56.00

State of South Dakota
:ss
County of Edmunds

On this the 1st day of November, 1993, before me, R. G. Gross, personally appeared Mike Leboldus, known to me or satisfactorily proven to be the person whose name is 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.

R G Gross
Notary Public, South Dakota

My Commission Expires:
January 23, 1998

(SEAL)



State of South Dakota
:ss
County of Edmunds

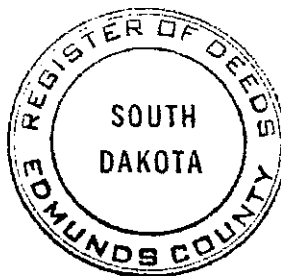
On this 1st day of November, 1993, before me, R. G. Gross, personally appeared Mike Leboldus, known to me to be the person who is described in and whose name is subscribed to the within instrument as attorney in fact of Mary Leboldus, and acknowledged to me that he subscribed the name of Mary Leboldus thereto as principal and his own name as attorney in fact.

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


Notary Public, South Dakota

My Commission Expires:
January 23, 1998

(SEAL)



003027
STATE OF SOUTH DAKOTA, COUNTY OF EDMUNDS
OFFICE OF REGISTER OF DEEDS
FILED FOR RECORD THIS 8th DAY OF
Nov 1993 AT 2:35 O'CLOCK P.M
AND RECORDED IN BOOK 114 OF
Deeds ON PAGE 535
Edward J. Rosch
REGISTER OF DEEDS
BY Rogger A. Benfield DEPUTY
Fee 7.00
RECEPTION NUMERICAL
GRANTOR GRANTEE COMPARED

Second Trust

WARRANTY DEED - State Form

Black Hills Printing Co., Rapid City, S. D. - 1076

JAMES B. DEIS, Executor of the Estate of Marie A. Deis,
Deceased.

Grantor, of _____ Larimer _____ County,

State of Colorado, for and in consideration of One Dollar (\$1.00) and
other good and valuable consideration _____ DOLLARS,

GRANTS, CONVEYS AND WARRANTS TO DWAYNE M. LEBOLDUS and JUDITH A. LEBOLDUS,
husband and wife, as joint tenants with right of survivorship
and not as tenants in common

Grantee B

of RR 2 - Box 268, Onaka, SD 57466 P. O., the following described
real estate in the County of Edmunds in the State of South Dakota:

NW 1/4 Sec. 28, Twp. 121 N., Range 71 West,

NE 1/4 Sec. 28, Twp. 121 N., Range 71 West,

SW 1/4 Sec. 27, Twp. 121 N., Range 71 West,

Hillside Township, Edmunds County, South

Dakota.

TRANSFER FEE PAID \$ 135.00

Transfer Fee: \$135.00

Dated this 11th day of March, 1985

James B. Deis
James B. Deis, Executor of the
Estate of Marie A. Deis,
Deceased.

ACKNOWLEDGMENT BY INDIVIDUAL

COLORADO
STATE OF ~~SOUTH DAKOTA~~

County of Larimer } ss.

On this the 11th day of March, 1985, before me,

Marge Fromm the undersigned officer, personally appeared

James B. Deis, Executor of the Estate of Marie A. Deis, Deceased,

known to me or satisfactorily proven to be the person whose name is 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.

Marge Fromm
Notary Public
1601 E. Eisenhower Blvd.
Loveland, Colorado 80537

My commission expires;

October 2, 1986

WARRANTY DEED

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____
County of _____ } ss.

On this the _____ day of _____ 19____, before me,
the undersigned officer, personally appeared _____
_____ who acknowledged himself to be the
_____ of _____

a corporation, and that he, as such, _____
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the
name of the corporation by himself as _____

In witness whereof I haveunto set my hand and official seal:

My commission expires: _____ Title of Officer: _____

TO

STATE OF SOUTH DAKOTA, } ss.
County of Edmunds
Filed for record this 8th day of
August, A.D. 1986, at 10:30
o'clock P.M., and recorded in
Book 112 on Page 34
Edward J. Doach
Register of Deeds.



Arthur K. Doach
Deputy.

RECEPTION
NUMERICAL
GRANTOR
GRANTEE
COMPARED

WARRANTY DEED

Judith A. Leboldus of Davison County, State of South Dakota, Grantor, for and in consideration of One Dollar and Other Good and Valuable Consideration, GRANTS, CONVEYS and WARRANTS to Dwayne M. Leboldus as tenant in common, Grantee, of R.R. 2, Box 268, Onaka, South Dakota 57466, the following described real estate in the County of Edmunds in the State of South Dakota:

The Northwest Quarter (NW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Eight (28), Township One Hundred Twenty-One (121) North, Range Seventy-One (71), West of the Fifth P.M., Edmunds County, South Dakota; and

The South One-Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), Township One Hundred Twenty-One (121) North, Range Seventy-One (71), West of the Fifth P.M., Edmunds County, South Dakota; and

The Southeast Quarter (SE $\frac{1}{4}$) of Section Seventeen (17), Township One Hundred Twenty-One (121) North, Range Seventy-One (71), West of the Fifth P.M., Edmunds County, South Dakota.

Dated this 3rd day of July, 1990.

EXEMPT FROM TRANSFER FEE SDCL 43-4-22(17)

EXEMPT FROM TRANSFER FEE

Judith A. Leboldus
Judith A. Leboldus

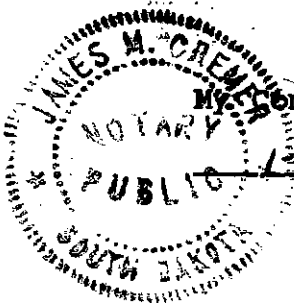
STATE OF SOUTH DAKOTA
SS
COUNTY OF Brown

On this 3rd day of July, 1990, before me, the undersigned, personally appeared Judith A. Leboldus known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

James M. Cremer
Notary Public, South Dakota

My Commission Expires: 1-27-95



65384

STATE OF SOUTH DAKOTA, COUNTY OF EDMUNDS
OFFICE OF REGISTER OF DEEDS

FILED FOR RECORD THIS 5th DAY OF

July 18 90 AT 8:10 O'CLOCK A.M.

AND RECORDED IN BOOK 113 OF

Deeds ON PAGE 321

Edward J. Dorsch

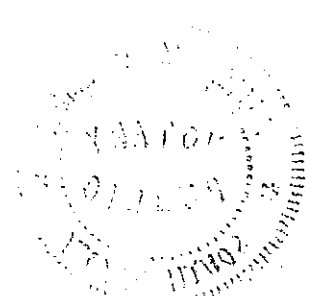
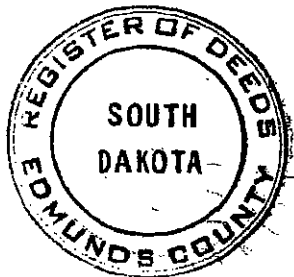
REGISTER OF DEEDS

BY Jesse A. Langford

DEPUTY

Fee: 3.⁰⁰

RECEPTION NUMERICAL
GRANTOR GRANTEE COMPARED



**PLAT SHOWING
LEBOLDUS TRACT 1
IN THE S 1/2 OF THE SW 1/4
OF SECTION 16-T121N-R71W
OF THE 5th P.M.
EDMUNDS COUNTY, SOUTH DAKOTA**



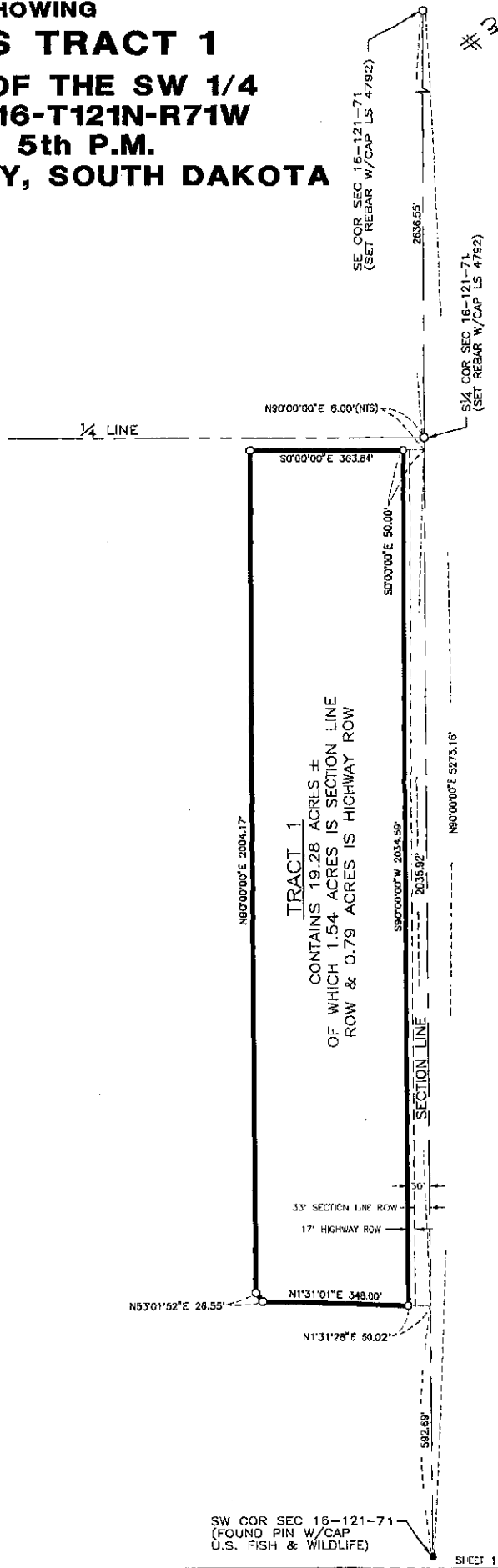
SCALE: 1" = 150'

LEGEND

- PIN SET W/CAP LS 4792
- PIN FOUND
- (NTS) NOT TO SCALE

BASIS OF BEARINGS

ASSUMED



SW COR SEC 16-121-71
(FOUND PIN W/CAP
U.S. FISH & WILDLIFE)

**PLAT SHOWING
LEBOLDUS TRACT 1
IN THE S 1/2 OF THE SW 1/4
OF SECTION 16-T121N-R71W
OF THE 5th P.M.
EDMUNDS COUNTY, SOUTH DAKOTA**

OWNER'S CERTIFICATE

I, DWAYNE LEBOLDUS, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 121 NORTH, R71W OF THE 5th P.M., EDMUNDS COUNTY, SOUTH DAKOTA, AND THAT I HAVE CAUSED A PORTION OF THE SAME TO BE SURVEYED AND PLATED AS SHOWN ON THE ATTACHED PLAT, WHICH SHALL HERINAFTER BE KNOWN AND DESCRIBED AS "LEBOLDUS TRACT 1 IN THE S1/2 OF THE SW1/4 OF SECTION 16, T121N, R71W OF THE 5th P.M., EDMUNDS COUNTY, SOUTH DAKOTA," AND THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL APPLICABLE ZONING, SUBDIVISION AND SEDIMENT CONTROL REGULATIONS.

SIGNED THIS 30 DAY OF October, 1998.

OWNER: Dwayne Leboldus
DWAYNE LEBOLDUS

STATE OF SOUTH DAKOTA }
COUNTY OF Edmunds } SS

ON THIS 30th DAY OF October, 1998, BEFORE ME, A NOTARY PUBLIC PERSONALLY APPEARED DWAYNE LEBOLDUS, KNOWN TO ME TO BE THE PERSON IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

Lois Burdette
Notary Public South Dakota
My Commission Expires 4-19-2005

Lois Burdette
NOTARY PUBLIC, Edmunds COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, LOUIS P. O'DONNELL, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNER, I HAVE SURVEYED AND PLATED "LEBOLDUS TRACT 1 IN THE S1/2 OF THE SW1/4 OF SECTION 16, T121N R71W OF THE 5th P.M., EDMUNDS COUNTY, SOUTH DAKOTA," AS SHOWN ON THE ATTACHED PLAT, THAT I HAVE FOUND AND/OR SET IRON PINS AS INDICATED THEREON, AND THAT THE SURVEY AND PLAT ARE TRUE AND CORRECT.

SIGNED THIS 29th DAY OF October, 1998.

Louis P. O'Donnell
LOUIS P. O'DONNELL
REGISTERED LAND SURVEYOR


APPROVAL BY THE COUNTY

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE COUNTY COMMISSIONERS OF EDMUNDS COUNTY, SOUTH DAKOTA, AT A MEETING HELD ON THE 5th DAY OF November, 1998.

Keith Johnson
SECRETARY OF THE COUNTY COMMISSION
EDMUNDS COUNTY, SOUTH DAKOTA


"BE IT RESOLVED BY THE COUNTY COMMISSION OF EDMUNDS COUNTY, SOUTH DAKOTA, THAT THE PLAT SHOWING "LEBOLDUS TRACT 1 IN THE S1/2 OF THE SW1/4 OF SECTION 16, T121N, R71W OF THE 5th P.M., EDMUNDS COUNTY, SOUTH DAKOTA," HAVING BEEN EXAMINED IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCL OF 1987, CHAPTER 11-3, AND ANY AMENDMENTS THEREOF."

APPROVAL BY THE COUNTY PLANNING COMMISSION

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE COUNTY PLANNING COMMISSION OF EDMUNDS COUNTY, SOUTH DAKOTA, AT A MEETING HELD ON THE 9th DAY OF November, 1998.

James B. Smith
SECRETARY OF EDMUNDS COUNTY PLANNING COMMISSION
EDMUNDS COUNTY, SOUTH DAKOTA

"BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF EDMUNDS COUNTY, SOUTH DAKOTA, THAT THE PLAT SHOWING "LEBOLDUS TRACT 1 IN THE S1/2 OF THE SW1/4 OF SECTION 16, T121N, R71W OF THE 5th P.M., EDMUNDS COUNTY, SOUTH DAKOTA," HAVING BEEN EXAMINED IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCL OF 1967, CHAPTER 11-3, AND ANY AMENDMENTS THEREOF."

TREASURER'S APPROVAL

I HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY OF THE LANDS INCLUDED IN THE ATTACHED PLAT ARE SHOWN BY THE RECORDS OF MY OFFICE TO BE FULLY PAID.

SIGNED THIS 16th DAY OF December, 1998.

Kiamel Stafford
COUNTY TREASURER, EDMUNDS COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION'S APPROVAL

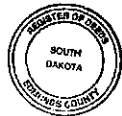
I HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT THE 16th DAY OF November, 1998.

Shirley Tomkins, CRA
DIRECTOR OF EQUALIZATION, EDMUNDS COUNTY, SOUTH DAKOTA

008659 REGISTER OF DEEDS' APPROVAL

FILED FOR RECORD THIS 16th DAY OF November, 1998, AT 11:55 O'CLOCK P.M. AND DULY RECORD IN BOOK OF PLATS NO. 4 ON PAGE 3 THEREIN.

Edward J. Decker, Deputy
REGISTER OF DEEDS, EDMUNDS COUNTY, SOUTH DAKOTA
F.S. 15.03
RECEIVED
MANAGERIAL
SERVICES
GRANTEE
CORRECTION



EDMUNDS COUNTY TREASURER
 PO BOX 68
 IPSWICH SD 57451
 605-426-6801

09/23/2024

Parcel Information for Bill #: 2024- 1 -4422

Record #: 4446

TAXPAYER: LEBOLDUS DWAYNE M TRUST
 1314 W 28TH STREET
 SIOUX FALLS SD 57105-

Prop Addr:

Title:

Legal: HILLSIDE TOWNSHIP 121-71
 NE4

16 - 121 - 71 1 - 0

School: 22-5

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	643.95	26.79	.00	670.74		0
2nd Half:	643.95	.00		643.95		0
Totals:	1,287.90			1,314.69		
				***** Interest *****		
				Thru: 09/23/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	196447	0	0	0	0	0
Total Tax:	1287.90	.00	.00	.00	.00	.00

1st half paid by:
 2nd half paid by:

EDMUNDS COUNTY TREASURER
 PO BOX 68
 IPSWICH SD 57451
 605-426-6801

09/23/2024

Parcel Information for Bill #: 2024- 1 -4425

Record #: 4502

TAXPAYER: LEBOLDUS DWAYNE M TRUST
 1314 W 28TH STREET
 SIOUX FALLS SD 57105-

Prop Addr:

Title:

Legal: HILLSIDE TOWNSHIP 121-71
 NE4

28 - 121 - 71 1 - 0

School: 22-5

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	772.17	32.12	.00	804.29		0
2nd Half:	772.17	.00		772.17		0
Totals:	1,544.34			1,576.46		
				***** Interest *****		
				Thru: 09/23/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	235561	0	0	0	0	0
Total Tax:	1544.34	.00	.00	.00	.00	.00

1st half paid by:
 2nd half paid by:

EDMUNDS COUNTY TREASURER
 PO BOX 68
 IPSWICH SD 57451
 605-426-6801

09/23/2024

Parcel Information for Bill #: 2024— 1 —4426

Record #: 4503

TAXPAYER: LEBOLDUS DWAYNE M TRUST
 1314 W 28TH STREET
 SIOUX FALLS SD 57105-

Prop Addr:

Title:

Legal: HILLSIDE TOWNSHIP 121-71
 NW4

28 - 121 - 71 2 - 0

School: 22-5

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	761.90	31.70	.00	793.60		0
2nd Half:	761.90	.00		761.90		0
Totals:	1,523.80			1,555.50		
				***** Interest *****		
				Thru: 09/23/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	232429	0	0	0	0	0
Total Tax:	1523.80	.00	.00	.00	.00	.00

1st half paid by:
 2nd half paid by:

EDMUNDS COUNTY TREASURER
 PO BOX 88
 IPSWICH SD 57451
 605-426-6801

09/24/2024

Parcel Information for Bill # 2024-1-4427

Record #: 4506

TAXPAYER

LEBOLDUS DWAYNE M TRUST
 1314 W 28TH STREET
 SIOUX FALLS SD 57105

Prop Addr:

Title:

Legal: HILLSIDE TOWNSHIP 121-71
 SE4

28 - 121 - 71 - 4 - 0

School: 22-5

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	756.41	31.47	00	787.88		0
2nd Half:	756.41	00		756.41		0
Totals:	1,512.82			1,544.29		
				***** Interest *****		
				Thru: 09/24/2024		

Total Valuation:	AG 230752	NA-Z 0	OO 0	M-OO 0	NA 0	M 0
Total Tax:	1512.82	00	00	00	00	00

1st half paid by:
 2nd half paid by:

EDMUNDS COUNTY TREASURER
 PO BOX 68
 IPSWICH SD 57451
 605-426-6801

09/23/2024

Parcel Information for Bill #: 2024- 1 -4428

Record #: 5662

TAXPAYER: LEBOLDUS DWAYNE M TRUST
 1314 W 28TH STREET
 SIOUX FALLS SD 57105-

Prop Addr:

Title:

Legal: MADISON TOWNSHIP 121-72
 SE4

13 - 121 - 72 4 - 0

School: 22-5

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	462.23	19.23	.00	481.46		0
2nd Half:	462.23	.00		462.23		0
Totals:	924.46			943.69		
				***** Interest ***** Thru: 09/23/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	147442	0	0	0	0	0
Total Tax:	924.46	.00	.00	.00	.00	.00

1st half paid by:
 2nd half paid by:

EDMUNDS COUNTY TREASURER
 PO BOX 68
 IPSWICH SD 57451
 605-426-6801

09/23/2024

Parcel Information for Bill #: 2024 - 1 - 4424

Record #: 9108

TAXPAYER: LEBOLDUS DWAYNE M TRUST
 1314 W 28TH STREET
 SIOUX FALLS SD 57105-

Prop Addr: STR-16-121-71

Title:

Legal: HILLSIDE TOWNSHIP 121-71
 W2N2SW4

16 - 121 - 71 3 - 0

School: 22-5

Acres / Lots: 40.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	96.83	4.03	.00	100.86		0
2nd Half:	96.83	.00		96.83		0
Totals:	193.66			197.69		
				***** Interest ***** Thru: 09/23/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	29538	0	0	0	0	0
Total Tax:	193.66	.00	.00	.00	.00	.00

1st half paid by:
 2nd half paid by:

EDMUNDS COUNTY TREASURER
 PO BOX 68
 IPSWICH SD 57451
 605-426-6801

09/23/2024

Parcel Information for Bill #: 2024- 1 -4423

Record #: 4449

TAXPAYER: LEBOLDUS DWAYNE M TRUST
 1314 W 28TH STREET
 SIOUX FALLS SD 57105-

Prop Addr: 33834 145TH STREET

Title:

Legal: HILLSIDE TOWNSHIP 121-71
 S2SW4 LEBOLDUS TRACT 1 (18.5 ACRES)

16 - 121 - 71 3 - 0

School: 22-5

Acres / Lots: 18.50

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	184.34	7.67	.00	192.01		0
2nd Half:	184.34	.00		184.34		0
Totals:	368.68			376.35		
				***** Interest *****		
				Thru: 09/23/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	30582	0	0	0	13358	0
Total Tax:	200.49	.00	.00	.00	168.19	.00

1st half paid by:
 2nd half paid by: