

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
Issuing Office File Number: 9371-2024
Property Address: N/A
Revision Number: N/A

SCHEDULE A COMMITMENT

1. Commitment Date: November 14, 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:

Gene Austad, aka Gene W. Austad, remainderman,

and, as disclosed in the Public Records, has been since April 11, 2023 at 10:30 AM

5. The Land is described as follows:

The South Half (S½), except the West Half of the East Half of the Southeast Quarter (W½E½SE¼), and except the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE¼NE¼SE¼), and except the East Fourteen (14) Chains of the West Half of the Southeast Quarter (W½SE¼), of Section Twenty-Nine (29), Township One Hundred Nine (109) North, Range Fifty-Three (53) West of the 5th P.M., and the Southwest Quarter (SW¼) of Section Twenty-Five (25), Township One Hundred Nine (109) North, Range Fifty-Four (54) West of the 5th P.M., all 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 Deed filed July 13, 1895 at 8 AM and recorded in Book 19 of Deeds, on page 117, which conveys to Spring Lake School Township and its successors one acre of land beginning at the southeast corner of the SW $\frac{1}{4}$ of 29-109-53, running thence North 14 rods, thence West 11 and $\frac{3}{7}$ rods, thence South 14 rods, thence East 11 and $\frac{3}{7}$ rods to the place of beginning for so long as said grantee and its successors shall use said property for a school house site.
18. Terms, conditions, duties and obligations of Certificate of Dedication granted to Kingsbury County, South Dakota, filed March 5, 1938 at 10:00 AM and recorded in Book 65 of Deeds, on page 66, for a parcel of ground 7 feet wide from east to west and 160 rods long from north to south and bounded on the west by the east side of the now existing highway running from north to south along the west side of the SW $\frac{1}{4}$ of 29-109-53.
19. Terms, conditions, duties and obligations of Conveyance of Easement for Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior or his authorized representative, filed September 20, 1965 at 2:45 PM and recorded in Book 21 of Misc., on page 448, which covers SW $\frac{1}{4}$ of 29-109-53, "except for 1 acre in SE corner described in B. 19, P. 117."
20. Terms, conditions, duties and obligations of Real Estate Mortgage for South Dakota dated April 23, 1974, filed April 23, 1974 at 11:30 AM and recorded in Book 142 of Mortgages, on page 55, executed by Gene W. Austad and Joan E. Austad, husband and wife, borrower, to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, to secure two notes totaling \$33,600.00 and which covers S $\frac{1}{2}$, except W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$, and except NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, and except E 14 Chains of W $\frac{1}{2}$ SE $\frac{1}{4}$, of 29-109-53.
21. Terms, conditions, duties and obligations of Right of Way Easement granted to Kingbrook Rural Water System, Inc., filed July 7, 1977 at 10 AM and recorded in Book 25 of Misc., on page 506, which covers S $\frac{1}{2}$ of 29-109-53.
22. Terms, conditions, duties and obligations of Vested Drainage Right Registration Form filed May 15, 1992 at 11 AM and recorded in Book 34 of Misc., on page 1, which shows SE $\frac{1}{4}$ of 29-109-53 as land onto which water is drained.
23. Terms, conditions, duties and obligations of Vested Drainage Right Registration Form filed June 26, 1992 at 11:42 AM and recorded in Book 34 of Misc., on page 794, which shows SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of 29-109-53 as land from which water is drained.
24. Terms, conditions, duties and obligations of Vested Drainage Right Registration Form filed June 26, 1992 at 11:44 AM and recorded in Book 34 of Misc., on page 796, which shows SW $\frac{1}{4}$ of 25-109-54 as land from which water is drained.
25. Terms, conditions, duties and obligations of Vested Drainage Right Registration Form filed June 30, 1992 at 9:11 AM and recorded in Book 35 of Misc., on page 57, which shows S $\frac{1}{2}$ of 29-109-53 as land from which water is drained.
26. Terms, conditions, duties and obligations of Right of Way Easement granted to Sioux Valley Southwestern Electric, filed October 28, 2024 at 10:10 AM and recorded in Book 57 of Misc., on page 371, as document #51027, which covers W 25' excluding public right of way of the SW $\frac{1}{4}$ of 29-109-53.
27. Terms, conditions, duties and obligations of Right of Way Easement granted to Sioux Valley Southwestern Electric, filed October 28, 2024 at 10:50 AM and recorded in Book 57 of Misc., on page 375, as document #51031, which covers S 25' excluding public right of way of the SW $\frac{1}{4}$ of 25-109-54.
28. For Parcel DOE# 335, 2023 Real Estate Taxes due and payable in 2024 in the amount \$3605.50 plus interest. The 1st half due April 30, 2024 in the amount \$1802.75 is paid; the 2nd half due October 31, 2024 in the amount \$1802.75 plus interest is unpaid. For Parcel DOE# 336, 2023 Real Estate Taxes due and payable in 2024 in the amount \$2425.54 plus interest. The 1st half due April 30, 2024 in the amount \$1212.77 is paid; the 2nd half due October 31, 2024 in the amount \$1212.77 plus interest is unpaid. For Parcel DOE# 522, 2023 Real Estate Taxes due and payable in 2024 in the amount \$3723.16 plus interest. The 1st half due April 30, 2024 in the amount \$1861.58 is paid; the 2nd half due October 31, 2024 in the amount \$1861.58 plus interest is unpaid.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

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

11/19/2024

Parcel Information for Bill #: 2024- 1 -579

Record #: 335

TAXPAYER: GENE W AUSTAD
 44952 219TH ST
 OLDHAM SD 57051-7306

Prop Addr: STR 29-109-53

Title:

Legal: SPRING LAKE TOWNSHIP
 SW EXC .424 AC HWY 29-109-53

29 - 109 - 53 0 - 0

School: 39-6

Acres / Lots: 159.58

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,802.75	.00	.00	.00	05/07/2024	7150
2nd Half:	1,802.75	14.96		1,817.71		0
Totals:	3,605.50			1,817.71		
				***** Interest ***** Thru: 11/19/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	371317	0	0	0	0	0
Total Tax:	3605.50	.00	.00	.00	.00	.00

1st half paid by: GENE AUSTAD BY TODD WILKINSON POA BY MICHELLE ORTON - IN OFFICE
 2nd half paid by:

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

11/19/2024

Parcel Information for Bill #: 2024- 1 - 580

Record #: 336

TAXPAYER: GENE W AUSTAD
 44952 219TH ST
 OLDHAM SD 57051-7306

Prop Addr: 44952 219TH ST

Title:

Legal: SPRING LAKE TOWNSHIP
 SE EXC 106 AC WILDLIFE 29-109-53

29 - 109 - 53 0 - 0

School: 39-6

Acres / Lots: 54.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,212.77	.00	.00	.00	05/07/2024	7151
2nd Half:	1,212.77	10.07		1,222.84		0
Totals:	2,425.54			1,222.84		
				***** Interest ***** Thru: 11/19/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	147319	0	81463	0	0	0
Total Tax:	1430.47	.00	995.07	.00	.00	.00

1st half paid by: GENE AUSTAD BY TODD WILKINSON POA BY MICHELLE ORTON - IN OFFICE
 2nd half paid by:

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

11/14/2024

Parcel Information for Bill #: 2024- 1 - 581

Record #: 522

TAXPAYER: GENE W AUSTAD
 44952 219TH ST
 OLDHAM SD 57051-7306

Prop Addr: STR 25-109-54

Title:

Legal: SPRING LAKE TOWNSHIP
 SW 25-109-54

25 - 109 - 54 0 - 0

School: 39-6

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,861.58	.00	.00	.00	05/07/2024	7152
2nd Half:	1,861.58	15.45		1,877.03		0
Totals:	3,723.16			1,877.03		
				***** Interest ***** Thru: 11/14/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	383436	0	0	0	0	0
Total Tax:	3723.16	.00	.00	.00	.00	.00

1st half paid by: GENE AUSTAD BY TODD WILKINSON POA BY MICHELLE ORTON - IN OFFICE
 2nd half paid by:

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



7 FEE \$ 30.00
RECORDED
INDEXED
COMP.

STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 4/11/2023 at 10:30 AM
and Recorded in Book 56 of Misc
on Page 374. Document # 49254

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

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

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF KINGSBURY)

AFFIDAVIT

Gene Austad aka Gene W. Austad of 44952 219th St., Oldham, South Dakota 57051, being first duly sworn upon his oath, deposes and says:

That he is the surviving Grantee in the following Deeds, to-wit:

Warranty Deed from the Dean B. Austad, Gene W. Austad and Joan Austad, Darla Folsland and Jon Folsland, and DeAnn Halverson and David Halverson, and Debra Austad, as Grantors, to Gene W. Austad and Joan Austad, husband and wife, as joint tenants with right of survivorship, Grantees, which deed was dated the 24th day of December 1973, and filed for record on the 23rd day of April, 1974, and recorded in Book 81 of Deeds on page 592 in the office of the Register of Deeds, Kingsbury County, South Dakota.

Warranty Deed from the Gladys E. Hasel, Pierce County, Wisconsin, as Grantor, to Gene W. Austad and Joan Austad, husband and wife, of De Smet, South Dakota, as joint tenants with right of survivorship, husband and wife, as joint tenants with right of survivorship, which deed was dated the 8th day of June 1987, and filed for record on the 8th day of June 1987, and recorded in Book 95 of Deeds on page 600 in the office of the Register of Deeds, Kingsbury County, South Dakota.

That Joan E Austad, died on the 16th day November, 2022, as evidenced by a certified copy of death certificate hereto attached, and by reference made a part hereof.

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

That a description of the property affected by the death of Joan E Austad aka Joan Austad, is to-wit:

The South Half (S 1/2) of Section Twenty Nine (29) Township One Hundred Nine (109) Range Fifty Three (53) Kingsbury County, South Dakota, excepting therefrom the West Half of the East Half of the Southeast Quarter (W 1/2 E 1/2 SE 1/4); the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE 1/4 NE 1/4 SE 1/4) and the East Fourteen (14) chains of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Twenty Nine (29) Township One Hundred Nine (109) Range Fifty Three (53) Kingsbury County, South Dakota.

The Southwest Quarter (SW 1/4) of Section Twenty Five (25) Township One Hundred Nine (109) Range Fifty Four (54) Kingsbury County, South Dakota.

That upon the death of Joan E Austad aka Joan Austad, and pursuant to the terms and conditions of said Deed, the interest of said Joan E Austad aka Joan Austad in and to the above-described property terminated and ceased to exist and her interest vested solely in the remainderman, **Gene Austad aka Gene W. Austad** of 44952 219th St., Oldham, South Dakota 57051.

Dated: March 30, 2023.

Gene Austad
Gene Austad aka Gene W. Austad

Subscribed and affirmed to before me on this 30 day of March 2023.



Michelle Orton
Notary Public, South Dakota
My Commission Expires: 5-22-24

GLADYS E. HASEL, a single person,

grantor, of Pierce County,
State of Wisconsin for and in consideration of ONE DOLLAR
(\$1.00) AND OTHER VALUABLE CONSIDERATION-----DOLLARS

GRANTS, CONVEYS AND WARRANTS, TO GENE W. AUSTAD and JOAN AUSTAD, husband
and wife as joint tenants with right of survivorship and not as
tenants in common,

grantee, of Rural Route 2, Oldham, South Dakota 57051 P. O. the following described
real estate in the County of Kingsbury in the State of South Dakota:

The Southwest Quarter (SW1/4) of Section Twenty-Five (25),
Township One Hundred Nine (109) North, Range Fifty-Four
(54) West of the 5th P.M., Kingsbury County, South Dakota.

TRANSFER FEE: \$38.00

TRANSFER FEE PAID

38.00

Dated this 8th day of June, 1987

Gladys E. Hasel
Gladys E. Hasel

05489
STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.
Filed for record this 12 day of
February, 1991 at
8¹⁰ o'clock PM, and recorded in
Book 95, Page 600
LaVonne Williams
Register of Deeds.
By _____ Deputy,
Fees, \$ 3.00

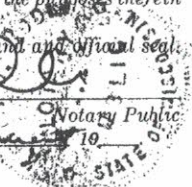
RECORDED
INDEXED
GRANTOR
GRANTEE

WISCONSIN
STATE OF SOUTH DAKOTA, }
County of Pierce } ss.
On this the 8th day of June, 1987, before
me, Keith O. Rodli
the undersigned officer, personally appeared
GLADYS E. HASEL, a single person,

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

In witness whereof I hereunto set my hand and official seal
Keith O. Rodli
Notary Public

My commission expires is permanent 1991



DEED RECORD No. 81
KINGSBURY COUNTY, SOUTH DAKOTA

No. 16638

Mitchell Printing Co. Mitchell, S. D. 57501

WARRANTY DEED-JOINT TENANCY

Dean B. Austad and Cheryl Austad, his wife, of Sioux Falls, Minnehaha County, South Dakota; Gene W. Austad and Joan Austad, his wife, Darla Folsland and Jon Folsland, her husband, DeAnn Halverson and David Halverson, her husband, and Debra Austad, a single person, all of Oldham, Kingsbury County, South Dakota, grantor^s, of x

County, State of _____ for and in consideration of
Thirty-two Thousand One Hundred and no/100 - - - - - DOLLARS,

GRANTS, CONVEYS and WARRANTS to Gene W. Austad and Joan Austad, husband and wife, as joint tenants with right of survivorship and not as tenants in common, grantee^s, of Rural Route, Oldham, South Dakota, P. O. the

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

South Half (S 1/2) of Section Twenty-nine (29), Township One Hundred Nine (109), Range Fifty-three (53), Kingsbury County, South Dakota, excepting therefrom the West Half of the East Half of the Southeast Quarter (W 1/2 E 1/2 SE 1/4); the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE 1/4 NE 1/4 SE 1/4), and the East Fourteen (14) Chains of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Twenty-nine (29), Township One Hundred Nine (109), Range Fifty-three (53), in Kingsbury County, South Dakota.

TRANSFER FEE PAID
32.50

Dated this 24th day of December, 19 73

<u>DARLA FOLSLAND</u>	<u>DEAN B. AUSTAD</u>
<u>DeANN HALVERSON</u>	<u>CHERYL AUSTAD</u>
<u>JON FOLSLAND</u>	<u>GENE W. AUSTAD</u>
<u>DAVID HALVERSON</u>	<u>DEBRA AUSTAD</u>
	<u>JOAN AUSTAD</u>

STATE OF _____
County of _____ } ss.
STATE OF SOUTH DAKOTA
County of Minnehaha

On this...
Franci
Joan A
Halver
known
names
the sa
On this the 24th day of December, 1973, before me, Donna Thoms, the undersigned officer, personally appeared Dean B. Austad and Cheryl Austad, his wife, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

DONNA THOMS
Notary Public, State of South Dakota
Title of Officer

(SEAL) (SEAL)
My commission expires July 16, 1981

My commissi

STATE OF SOUTH DAKOTA, County of Kingsbury, ss.

Filed for record this 23 day of April, 19 74, at 10:30 o'clock

A. M., and recorded in Book 81 of Deeds on page 592.

DEED RECORD.

BROWN & BAENGER, MANUFACTURERS, SIOUX FALLS, S. D. - 11678 - lat. 320 p.

4824
X

This Indenture, Made the fifth day of June in the year of our Lord one thousand eight hundred and twenty five by and between P. C. Truman and Mary E. Truman husband and wife of the County of Brookings in the State of South Dakota, part of the first part, and Spring Lake School Trustees of the County of Kingsbury in the State of South Dakota, part of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of fifteen

DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its heirs and assigns forever, all certain piece or parcel of land, situate in the County of Brookings and State of South Dakota, described as follows: to wit:

One acre of land bounded as follows: beginning at the south east corner of the south west quarter of Section twenty nine in Township one hundred and nine of Range fifty three, running thence north fourteen rods, thence west seven and 3/4 rods, thence south fourteen rods, thence east eleven and 3/4 rods to the place of beginning.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the said premises, with the appurtenances, to the said party of the second part, its successors so long as it is used for a school house site P. C. Truman and Mary E. Truman for themselves and their heirs, executors and administrators, do covenant and agree to and with the said party of the second part, its heirs and assigns; that they are well seized in fee of the lands and premises aforesaid, and have good right and lawful authority to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances whatsoever.

There being no mortgage on said premises of record - which mortgage is paid and will be satisfied.

And further, that the said parties of the first part, for themselves and their heirs and all and every other person lawfully claiming, or to claim, by, from or under him or them, shall and will from time to time, and at all times hereafter, make and execute, or cause and procure to be made and executed, all such further deed or deeds, whatsoever for the further and more perfect assurance and confirmation of the said premises hereby granted, with the appurtenances, unto the said party of the second part, its heirs and assigns, as by him or them shall be required; and the above granted premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all persons lawfully claiming or to claim the same, or any part thereof, the said parties of the first part, their heirs, executors, and administrators, will warrant and forever defend.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed and Delivered In Presence of P. C. Truman [SEAL]
Mary E. Truman [SEAL]
J. P. Hardy [SEAL]
James Steinson [SEAL]

STATE OF South Dakota, COUNTY OF Brookings, ss.:

Be it Remembered, that on this 5th day of June in the year one thousand eight hundred and twenty five before me, James Steinson a Notary Public within and for said County and State, personally appeared P. C. Truman and Mary E. Truman husband & wife, well known to me to be the persons who are described in and who executed the within and foregoing instrument, and severally duly acknowledged to me that they executed the same freely.



In Witness Whereof, I have hereunto set my hand and official seal, at said County, the day and year above written.

James Steinson
 Notary Public - Brookings Co. S. D.

Filed for record this 13 day of July A. D. 1895, at 8 o'clock and 00 minutes P. M., and recorded in Book 19, on page 117 of Deeds.

I033.

CERTIFICATE OF DEDICATION.

John C. Jenkins and Alice M. Jenkins, owners of the S. West Quarter, of Section 29, Township 109, and Range 53, of Kingsbury County, South Dakota, for and in consideration of One Dollar, in hand paid, do hereby dedicate to Kingsbury County, South Dakota, for the use and benefit of the public, for highway purposes, that part of the within described ^{real} estate consisting of a parcel of ground seven feet wide ~~###~~ from east to west and one hundred sixty rods long from north to south and bounded on the West by the East side of the now existing highway running from north to south along the West side of the said within described real estate, it being intended that the within described parcel of land hereby dedicated, is to be used for the widening of the said existing highway and this dedication shall not be considered as a grant or donation of the fee title to said parcel of land.

Dated on this, the 14th day of June, 1937.

John C. Jenkins

Alice M. Jenkins.

State of South Dakota)
) SS.
County of Brookings,)

On this, the 14th day of June, 1937, before me the undersigned, ~~a notary public~~, a notary public within and for said county and state, personally appeared before me John C. Jenkins, and Alice M. Jenkins, known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

(Her Seal)

Lizzie M. Barnett

Notary Public, within and Brookings County, So. Dak.

Filed for record the 5th day of March, 1938, at 10:00 o'clock A.M.
And recorded in Book 65. of Deed Records, Page 66.

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

103X

THIS INDENTURE, by and between Melvin O. Austad and Opal E. Austad, his wife, of Oldham, 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. 496, 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 four hundred (\$ 400.00) Dollars, 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. 109 N., R. 53 W., 5th P.M.
section 29, SW¹/₄, except for 1 acre in SE corner described in B. 19, P. 117. Kingsbury County, South Dakota

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 reoccurring 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 reoccurs 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 Melvin O. Austad at Oldham, 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. Contract No. 14-16-0003-11440

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 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.

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 8th day of

June, 19 65.

MELVIN O. AUSTAD (L. S.)
Melvin O. Austad

OPAL E. AUSTAD (L. S.)
Opal E. Austad

(Witness) (L. S.)

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.

On this 8th day of June, 1965, before me personally appeared Melvin O. Austad and Opal E. Austad, 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.

ALAN C. BONSACK
Notary Public (Official Title)

(SEAL) 7

My commission expires August 27, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this 14 day of Sep, 19 65, 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 (Title) Regional Director
Bureau of Sport Fisheries and Wildlife

STATE OF SOUTH DAKOTA KINGSBURY COUNTY) ss

Filed for record the 20 day of September A.D., 1965 at 2 o'clock and 45 minutes PM., and recorded in Book 21 of Misc. on page 448. DONALD D. MENZEL Register of Deeds

POSITION 5

(Rev. 8-16-73)

REAL ESTATE MORTGAGE FOR SOUTH DAKOTA

KNOW ALL MEN BY THESE PRESENTS, Dated April 23, 1974

WHEREAS, the undersigned Gene W. Austad and Joan E. Austad, husband and wife

residing in Kingsbury

County, South Dakota, whose post office address

is Oldham

South Dakota 57051

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States

Department of Agriculture, herein called the "Government," whose post office address for the purpose of this instrument is

De Smet

South Dakota 57231

as evidenced by one or more certain promissory note(s) or assumption a note singly or all notes collectively, as the context may require, said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
April 23, 1974	\$4360.00	8-1/4%	April 23, 2007
April 23, 1974	\$29240.00	5%	April 23, 2014

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement Borrower does hereby mortgage, assign, and warrant unto the Govern-

ment the following property situated in the State of South Dakota, County (ies) of Kingsbury

South Half (S 1/2) of Section Twenty-Nine (29), Township One Hundred Nine (109), Range Fifty-three (53), Kingsbury County, South Dakota, excepting therefrom the West Half of the East Half of the Southeast Quarter (W 1/2 E 1/2 SE 1/4); the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE 1/4 NE 1/4 SE 1/4), and the East Fourteen (14) Chains of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Twenty nine (29), Township One Hundred Nine (109), Range Fifty-three (53), in Kingsbury County, South Dakota.

This mortgage is junior to that certain mortgage in favor of the American State Bank, a corporation of Oldham, South Dakota, as filed for record in the office of the Register of Deeds of Kingsbury County, South Dakota in Book 140 at Page 411.

Subject, however, to all valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest rate.

MORTGAGE RECORD No. 142

Mitchell Printing Co., Mitchell, S. D. - 11422B-9-19-73

(6) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(7) To use the loan evidenced by the note solely for purposes authorized by the Government.

(8) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(9) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(10) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandman-like manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(11) To comply with all laws, ordinances, and regulations affecting the property.

(12) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(13) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, title or interest in or to the lien or any benefits hereof.

(14) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(15) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(20) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, or descent, dower, and curtesy.

(21) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, or national origin.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed unless and until some other address is designated in a notice so given, to the parties hereto at their respective post office addresses stated above.

(24) At the option of the Government this mortgage may be foreclosed by action, or by advertisement as provided by statute or rules of practice relating thereto, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell said property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand (s) and seal (s) the day and year first above written.

GENE W. AUSTAD (SEAL)
Gene W. Austad
JOAN E. AUSTAD (SEAL)
Joan E. Austad

STATE OF SOUTH DAKOTA }
County of Kingsbury } ss. ACKNOWLEDGMENT



On this 23 day of April, in the year 19 74, before me, the undersigned officer, personally appeared Gene W. Austad and Joan E. Austad, husband and wife

known to me or satisfactorily proved to be the person (s) who are described in and who executed the within instrument, and acknowledged to me that they executed the same, for the purposes therein contained.

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

ELLSWORTH F. WILKINSON
Ellsworth F. Wilkinson Notary Public

My commission expires 9/10/74

STATE OF SOUTH DAKOTA, County of Kingsbury

ss.

OFFICE OF REGISTER OF DEEDS

Filed for record the 23 day of April, A. D. 19 74 at 11:30 o'clock A. M. and recorded in Book 142 of Mortgages, on page 55.

Rv

DONALD D. MENTZ

506
50L

RIGHT-OF-WAY EASEMENT

No. 00810

Education Supply & Printing Co., Mitchell, S. D. - 5713

KNOW ALL MEN BY THESE PRESENTS:

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

Gene W. Austad and Joan E. Austad

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

South One-half of Section 29, Township 109, Range 53

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 18 day of Nov, 19 76.

GENE W. AUSTAD (SEAL)

JOAN E. AUSTAD (SEAL)

STATE OF SOUTH DAKOTA, }
County of Lake } ss.

On this the 18 day of Nov, 19 76, before me, Harlan Miklebost

the undersigned officer, personally appeared Gene W. Austad & Joan E. Austad

known to me or satisfactorily proven to be the person s whose name are subscribed to the within instrument

and acknowledged that the y executed the same for the purposes therein contained.

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

(SEAL)

HARLAN MIKLEBOST
Notary Public, State of South Dakota.

My Commission expires: 7-3-79

STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.

Filed for record the 7 day of July, A. D. 19 77 at 10 o'clock and 0

minutes A. M., and recorded in Book 25 of Misc. on page 506.

DONALD D. MENZEL
Register of Deeds.

By _____ Deputy.

APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Werner Kattke Vernal D
(Last) (First) (Middle Initial)

Address Route 1 Box 127
City Oldham State S.D. Zip Code 57051

Co-Owner or Other Interest Owner:

Name Kattke April J
Address Route 1 Box 127
City Oldham State S.D. Zip Code 57051

2. A. State the legal description of the land from which the water is drained (dominant estate):
South 1/4 of Sec. 28, Twp. 109, Rg. 53, in the County of Kingsbury

B. State the legal description of the land onto which the water is drained (servient estate):
1/4 of the SE 1/4 of Sec. 29, Twp. 109, Rg. 53, in the County of Kingsbury

C. State the legal description of the land for which the drainage right is claimed, if different than A, above (prescriptive right):
1/4 of the _____ 1/4 of Sec. _____, Twp. _____, Rg. _____, in the County of _____

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

4. The claimed drainage right has existed since:
A. _____ / _____ / _____; or early 1950s
B. _____ Unknown

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

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

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

Dated this 14 day of May, 1992.
Werner Kattke
April Kattke

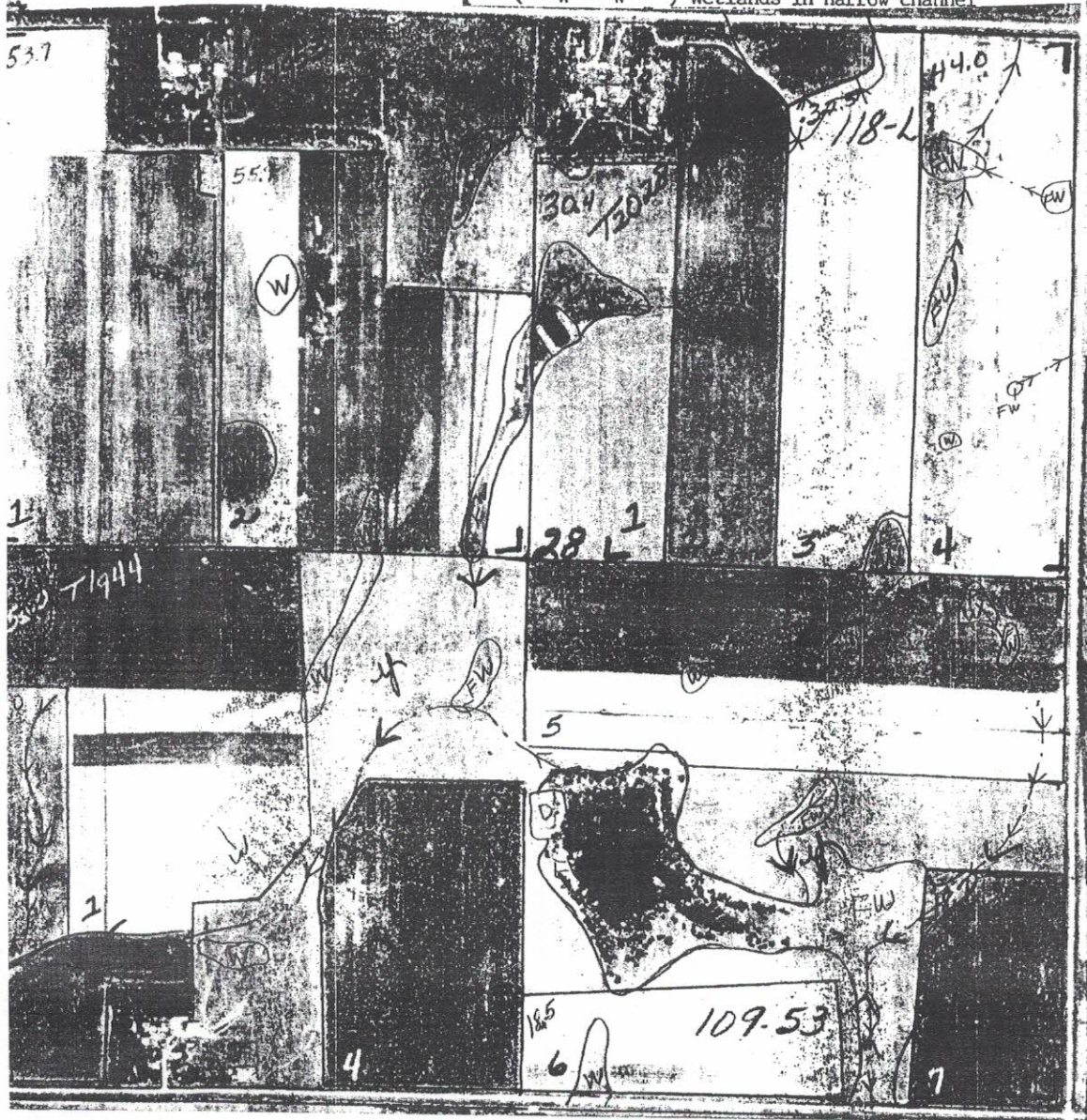
STATE OF SOUTH DAKOTA
COUNTY OF Kingsbury } SS

On this 14 day of May, 1992, before me, Lorraine Williams,
he undersigned officer, personally appeared Werner & April Kattke, known to me or satisfactorily
proven to be the person whose name are subscribed to the within instrument
and acknowledged that They executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal,
Lorraine Williams
Register of Deeds
Title of Officer
My commission expires NA

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



07300

STATE OF SOUTH DAKOTA } ss
Kingsbury County

Filed for record the 15 day of
May A.D., 1992 at 11 o'clock
and minutes A M., and recorded
in Book 34 of Maps
on page 1

Yvonne Williams
Register of Deeds

By _____
Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTEE

APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Austad Gene W.
(Last) (First) (Middle Initial)

Address RR1 Box 128
City Oldham State So. Dak. Zip Code 57051

Co-Owner or Other Interest Owner:

Name _____
Address _____
City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained (dominant estate):
SW 1/4 of the SE 1/4 of Sec 29, Twp. 109, Rg. 53, in the County of Kingsbury

B. State the legal description of the land onto which the water is drained (servient estate):
1/4 of the NE 1/4 of Sec. 39, Twp. 109, Rg. 53, in the County of Kingsbury

C. State the legal description of the land for which the drainage right is claimed, if different than A, above (prescriptive right):
1/4 of the _____ 1/4 of Sec. _____, Twp. _____, Rg. _____, in the County of _____

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

4. The claimed drainage right has existed since:
A. _____ / _____ / _____ mid 60's
Month Day Year 18-unknown
B. _____ Unknown

5. State the general course and direction of the flow of water by means of the drainage right:
See Maps

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

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

Dated this 26 day of June, 1992
Gene W. Austad

STATE OF SOUTH DAKOTA)
COUNTY OF Kingsbury) SS

On this 26th day of June, before me, Arlyn Smith,
the undersigned officer, personally appeared Gene W. Austad, 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.

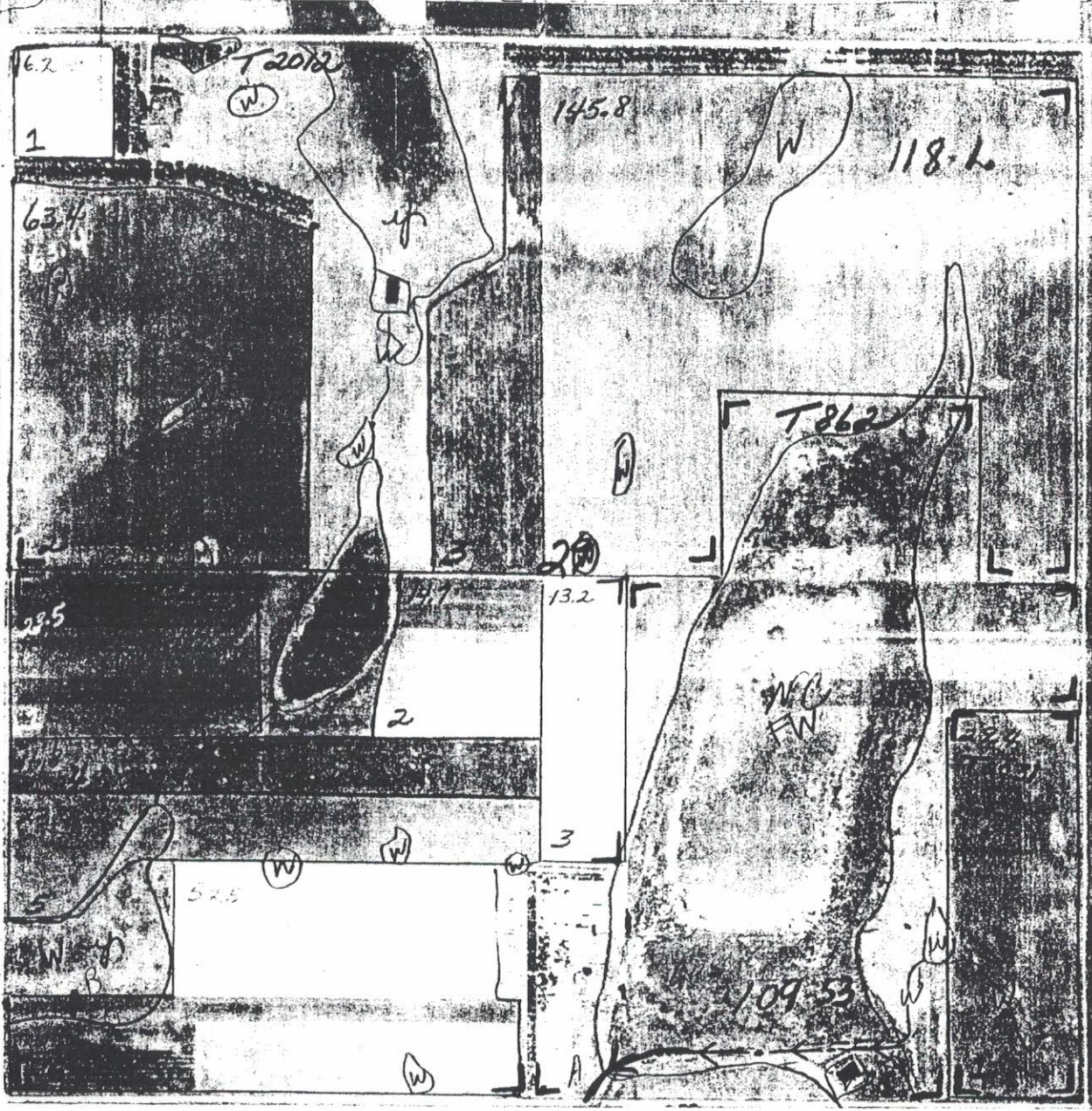
In witness whereof I hereunto set my hand and official seal,

Arlyn Smith
Notary Public

Notary Public

OFFICIAL WETLAND DETERMINATION
FOR HIGHLIGHTED TRACTS ONLY

and
(FW) Ditched or tiled 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---) Wetlands in narrow channel



07791

STATE OF SOUTH DAKOTA } ss
Kingsbury County

Filed for record the 26 day of
June A.D., 1992 at 11 o'clock
and 42 minutes P.M., and recorded
in Book 24 of Misc
of page 794

J. L. Williams
Register of Deeds

By _____ Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTED

APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Austad Gene W.
(Last) (First) (Middle Initial)

Political Subdivision or Company Name (if applicable)
Address RR 1 Box 128
City Oldham State So. Dak Zip Code 57051

Co-Owner or Other Interest Owner:

Name _____
Address _____
City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained (dominant estate):
_____ 1/4 of the SW 1/4 of Sec. 25, Twp. 109, Rg. 54, in the County of Kingsbury

B. State the legal description of the land onto which the water is drained (servient estate):
_____ 1/4 of the NW 1/4 of Sec. 25, Twp. 109, Rg. 54, in the County of Kingsbury

C. State the legal description of the land for which the drainage right is claimed, if different than A, above (prescriptive right):
_____ 1/4 of the _____ 1/4 of Sec. _____, Twp. _____, Rg. _____, in the County of _____

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

4. The claimed drainage right has existed since:

A. _____ / _____ / _____; OR
Month Day Year
B. Unknown

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

See map

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

A. _____ Same as paragraph 5; or
B. _____

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

Dated this 24 day of June, 1992
Gene W. Austad

STATE OF SOUTH DAKOTA }
COUNTY OF Kingsbury } SS

On this 26th day of June, before me, Arlyn Smith,
the undersigned officer, personally appeared Gene Austad, known to me or satisfactorily
proven to be the person whose name _____ subscribed to the within instrument
and acknowledged that he executed the same for the purposes therein contained.

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

Arlyn Smith
Notary Public
Title of Officer

OFFICIAL WETLAND DETERMINATION
FOR HIGHLIGHTED TRACTS ONLY

and
(FW) Ditched or tiled 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



07792

STATE OF SOUTH DAKOTA } 88
Kingsbury County

Filed for record the 26 day of
June A.D., 1992 at 11 o'clock
and 44 minutes A M., and recorded
in Book 34 of Miss
on page 796

Garthorne Williams
Register of Deeds

By _____
Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTEE

1. Claimant of Vested Drainage Right:

Name Mobbs (Last) (Fred) Ernest (First) E (Middle)

Address 26425 So. Lake Mont
Political Subdivision or Company name (if applicable)

City Sun Lakes State Ariz Zip Code 55248

Co-Owner or Other Interest Owner:

Name Marlis Mobbs

Address 26425 So. Lake Mont

City Sun Lakes State Ariz Zip Code 55248

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

S 1/4 of Sec. 29, Twp 109 Rg. 53 in the County of Kings

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

NE 1/4 of Sec. 30, Twp 109 Rg. 53 in the County of Kings

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

_____ of Sec. _____, Twp _____ Rg. _____ in the County of _____

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

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

1
2
3 Man Made Ditch Approx. 2 1/2 FT. deep through Trees To Hwy; APP. 25 FT. wide

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

See Attached Map

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

A. Same as section 4; or

B. _____

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

7. The claimed drainage right has existed since:

A. _____ / _____ / _____; or

Month Day Year

B. Unknown

Ernest (Fred) Mobbs

Dated this 30 day of June, 19

Marlis Mobbs

By Leodell Bjorkman P.O.A.

Signatures of claimants

State of SD)

County Of Kingsbury) SS

On this 30 day of June 1992, before me, Jill Albrecht
the undersigned officer, personally appeared Leodell Bjorkman
known to me or satisfactorily proven to be the person whose name(s) is subscribed to the within instrument and
acknowledged that he executed the same for the purposes therein contained.

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

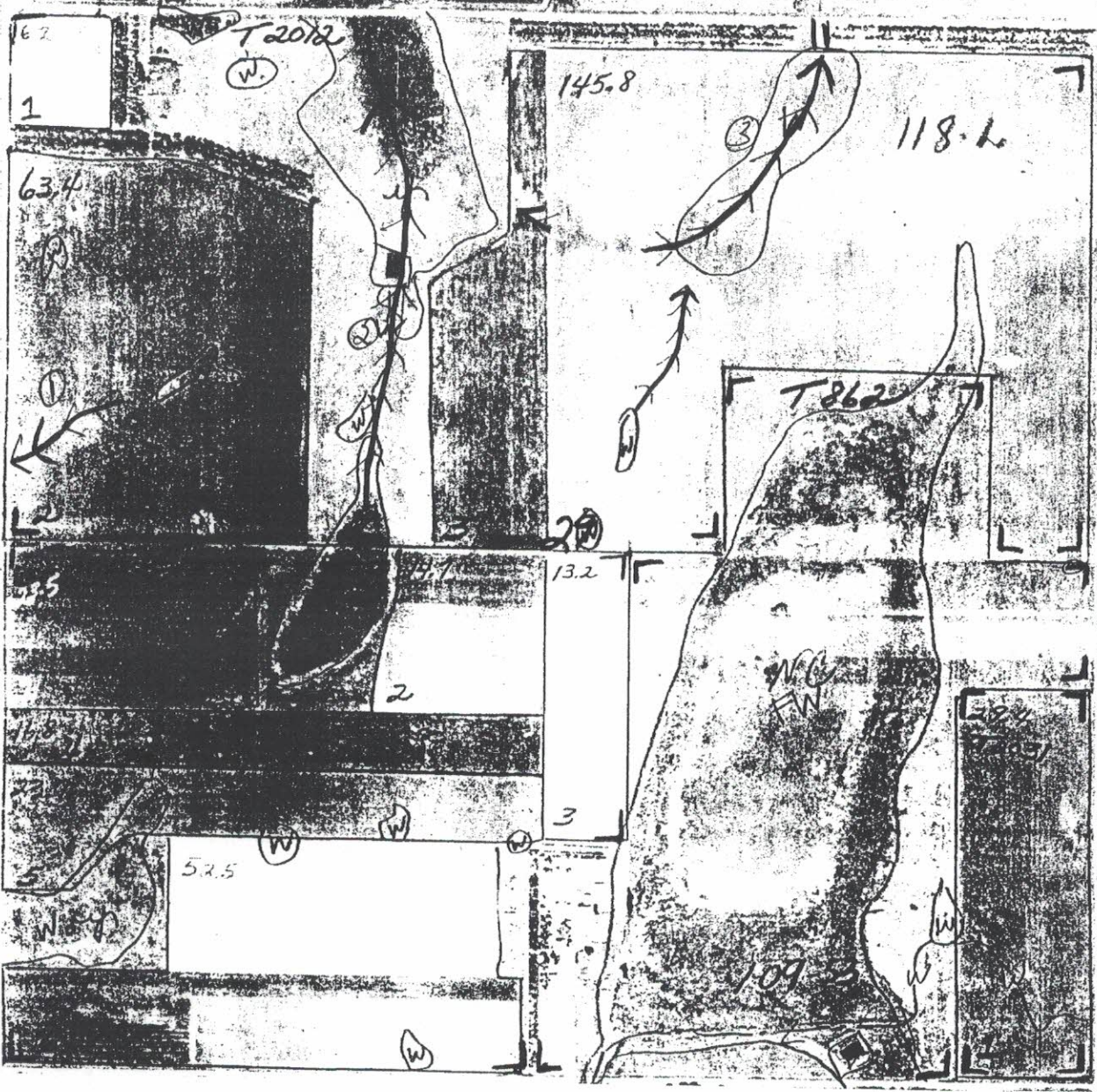
Jill Albrecht

Dep. ROD

Title of Officer

My commission expires NA

50
NOT TO SCALE



07845

STATE OF SOUTH DAKOTA } ss
Kingsbury County

Filed for record the 30 day of
June A.D., 1992 at 9 o'clock
and 11 minutes A M., and recorded
in Book 35 of Miss

on page 57
LaTonne Williams
Register of Deeds

By _____
Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTED

Prepared By:
Sioux Valley Energy
Ryan Olson, R.O.W./Staking Engineer
P.O. Box 216, Colman, SD 57017
(605) 534-3535



P FEE \$ 30.00
RECORDED
INDEXED
COMP.

STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 10/28/2024 at 10:10 AM
and Recorded in Book 57 of Misc
on Page 371. Document # 51027

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

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

RIGHT - OF - WAY EASEMENT

Map No. 004-4-029-03

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, (whether one or more) Gene W Austad, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY SOUTHWESTERN ELECTRIC, a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kingsbury, State of South Dakota and more particularly described as follows: the West 25' excluding public Right Of Way of the SW1/4 of Section 29 Township 109 North, Range 53 West of the 5th P.M., in Kingsbury County, South Dakota; and to place, construct, operate, repair, maintain, relocate, and replace thereon a distribution line or system on or under the above described lands and or in, upon or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, to cut, trim and control the growth of trees and shrubbery to the extent necessary to keep same clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling; to keep the easement clear of all buildings, structures, or other obstructions.

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

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

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

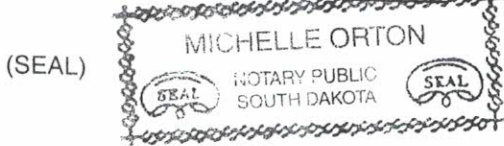
It is further understood that whenever necessary words are used in this instrument in the singular shall be construed to read in the plural.

IN WITNESS WHEREOF, the undersigned set their hand and seal this 23 day of Sept., 2024.

Gene W. Austad POA
Gene W. Austad

STATE OF South Dakota)
County of Kingsbury) ss

On this 23 day of September, 2024, before me Michelle Orton, a Notary Public within and for said County and State, personally appeared Todd D. Wilkinson known to me to be the person(s) described in, and who executed the within and foregoing instrument and acknowledged to me that _____ executed the same.



Michelle Orton

My commission expires 5-22-2028
5-17-2028.

Notary Public, State of South Dakota

Prepared By:
Sioux Valley Energy
Ryan Olson, R.O.W./Staking Engineer
P.O. Box 216, Colman, SD 57017
(605) 534-3535



RECORDED
INDEXED
COMP.
FEE \$30.00

STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 10/28/2024 at 10:50 AM
and Recorded in Book 57 of Misc
on Page 375. Document # 51031

Recording Fee: \$30.00 Page: 1 of 1

Transfer Fee: \$0.00
Caryn J. Hojer

By Brian C. Tard Register of Deeds
Deputy

RIGHT - OF - WAY EASEMENT

Map No. 004-3-025-03

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, (whether one or more) Gene W. Austad, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY SOUTHWESTERN ELECTRIC, a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kingsbury, State of South Dakota and more particularly described as follows: the South 25' excluding public Right Of Way of the SW1/4 of Section 25 Township 109 North, Range 54 West of the 5th P.M., in Kingsbury County, South Dakota; and to place, construct, operate, repair, maintain, relocate, and replace thereon a distribution line or system on or under the above described lands and or in, upon or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, to cut, trim and control the growth of trees and shrubbery to the extent necessary to keep same clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling; to keep the easement clear of all buildings, structures, or other obstructions.

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

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

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

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

IN WITNESS WHEREOF, the undersigned set their hand and seal this 23 day of Sept., 2024.

Todd Austad POA
Gene W. Austad

STATE OF South Dakota)

County of Kingsbury) ss

On this 23 day of September, 2024, before me Michelle Orton, a Notary Public within and for said County and State, personally appeared Todd D. Wilkinson known to me to be the person(s) described in, and who executed the within and foregoing instrument and acknowledged to me that he executed the same.

(SEAL)



Michelle Orton

Notary Public, State of South Dakota

My commission expires 5-22-2030
5-17-2028.