



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

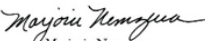
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 60 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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72C170B

ALTA Commitment for Title Insurance (7-1-21)

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SD-2690325

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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SD-2690325



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Deuel County Abstract Company
Issuing Office: 317 3rd Ave S, PO Box 737, Clear Lake, SD 57226
Issuing Office's ALTA® Registry ID: 1022440
Commitment No.: SD-2690325-1
Issuing Office File No.: SD-2690325
Property Address: 23-115-50, Clear Lake, SD 57226
14-115-50, Clear Lake, SD 57226
1-114-50, Clear Lake, SD 57226
2-114-50, Clear Lake, SD 57226

SCHEDULE A

1. Commitment Date: July 31, 2026 at 07:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy (07/01/21)
Proposed Insured: TBD
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
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: Marlys I. Moore and Craig A. Moore, as Trustees of the Raymond A. Moore Trust, dated the 9th day of January, 1995, as to undivided 1/2 interest

and

Marlys I. Moore, as to undivided 1/2 interest .
5. The Land is described as follows:

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SCHEDULE A

(Continued)

Parcel I: The Southeast Quarter (SE1/4) of Section 14, Township 115 North, Range 50 West of the 5th P.M., County of Deuel, State of South Dakota.

Parcel II: The Southeast Quarter (SE1/4) of Section 23, Township 115 North, Range 50 West of the 5th P.M., County of Deuel, State of South Dakota, except Lot H-1 contained therein.

Parcel III: The Fractional Northwest Quarter (FrNW1/4), also described as the South Half of the Northwest Quarter (S1/2NW1/4) and Government Lots 3 and 4, all in Section 1, Township 114 North, Range 50, West of the 5th P.M., County of Deuel, State of South Dakota.

Parcel IV: The Southwest Quarter (SW1/4) of Section 1, Township 114 North, Range 50 West of the 5th P.M., County of Deuel, State of South Dakota

Parcel V: The Southeast Quarter (SE1/4) of Section 2, Township 114 North, Range 50 West of the 5th, County of Deuel, State of South Dakota.

CHICAGO TITLE INSURANCE COMPANY

Deuel County Abstract Company

Elizabeth Price

Authorized Signatory

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SCHEDULE B, PART I - 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. Trustee's Deed executed by the authorized Trustee of the Raymond A. Moore Trust, to TBD. Note: Certificate of Real Estate Value must accompany the deed for filing.
6. Certificate of Trustee EXECUTED SIMULTANEOUSLY WITH THE TRUSTEE'S DEED confirming that the Raymond A. Moore Trust is valid and the Trustee is authorized to execute all documents related to the real property as shown on this commitment.
7. Warranty Deed executed by Marlys I. Moore AND SPOUSE, if any, to TBD. Note: Certificate of Real Estate Value must accompany the deed for filing.

(NOTE: Prior to closing, the SPOUSE of the aforementioned party must be checked for County Aid Liens pursuant to policy of the Company and SDCL 28-14-6).

8. The Company shall not be liable under this commitment until it receives a designation for a Proposed Insured that is acceptable to the company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II - EXCEPTIONS

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:

1. 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.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpatented mining claims; (b) reservations or exception in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
8. Liens or deferred charges for sewer, water mains and service pipes, not shown on the tax rolls.
9. Taxes or special assessments which are not shown as existing by the public records.
10. The 2025 Real Estate Taxes due and payable in 2026 in the amount \$2,898.74. The 1st half is paid in full. The 2nd half is due October 31, 2026 in the amount of \$1,449.37. Tax ID #1854.
11. The 2025 Real Estate Taxes due and payable in 2026 in the amount \$2,427.58. The 1st half is paid in full. The 2nd half is due October 31, 2026 in the amount of \$1,213.79. Tax ID #1802.

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SCHEDULE B, PART II

(Continued)

12. The 2025 Real Estate Taxes due and payable in 2026 in the amount \$2,848.38. The 1st half is paid in full. The 2nd half is due October 31, 2026 in the amount of \$1,424.19. Tax ID #1136.
13. The 2025 Real Estate Taxes due and payable in 2026 in the amount \$3,043.22. The 1st half is paid in full. The 2nd half is due October 31, 2026 in the amount of \$1,521.61. Tax ID #1137.
14. The 2025 Real Estate Taxes due and payable in 2026 in the amount \$2,595.80. The 1st half is paid in full. The 2nd half is due October 31, 2026 in the amount of \$1,297.90. Tax ID #1138.
15. County records indicate the property is classified as non-owner occupied status.
16. Reservations contained in Patent executed by United States of America, filed on October 13, 1905 and recorded in Book P of Patents, page 290, substantially as follows: (Parcel I)

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.
17. Contract and Grant of Electric Transmission Line Easement dated November 12, 1974, executed by A.G. Berger Heirs by Robert S. Law, attorney in fact; and Naomi M. Berger, A. G. Berger, Jr. and Geraldine Law to United States of America, filed on March 17, 1975 and recorded in Book 29 of Miscellaneous on page 307. (Parcel III)
18. Grant of Easement dated November 12, 1974, executed by A.G. Berger Heirs by Robert S. Law, attorney in fact; and Naomi M. Berger, A. G. Berger, Jr. and Geraldine Law to United States of America, filed on March 17, 1975 and recorded in Book 29 of Miscellaneous on page 310. (Parcel III)
19. Right of Way Easement dated May 15, 1975, executed by Raymond A. Moore and Marlys Moore to Sioux Rural Water System, Inc., filed on May 20, 1975 and recorded in Book 30 of Miscellaneous on page 222. (Parcel I, II & V)
20. Vested Drainage Right Form dated June 5, 1992, executed by Raymond A. Moore and Marlys I. Moore to Whom It May Concern, filed on June 30, 1992 and recorded in Book 1992 of Miscellaneous on page 3033. (Parcel II)
21. Vested Drainage Right Form dated June 5, 1992, executed by Raymond A. Moore and Marlys I. Moore to Whom It May Concern, filed on June 30, 1992 and recorded in Book 1992 of Miscellaneous on page 3034. (Parcel IV)
22. Vested Drainage Right Form dated June 5, 1992, executed by Raymond A. Moore and Marlys I. Moore to Whom It May Concern, filed on June 30, 1992 and recorded in Book 1992 of Miscellaneous on page 3035. (Parcel I-SESE)

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SCHEDULE B, PART II

(Continued)

23. Vested Drainage Right Form dated February 5, 1992, executed by Raymond A Moore and Marlys I Moore to The Public, filed on February 5, 1992 and recorded in Book 1992 of Miscellaneous on page 3036. (Parcel I - SESE)
24. Vested Drainage Right Form dated June 5, 1992, executed by Raymond A. Moore and Marlys I. Moore to Whom It May Concern, filed on June 30, 1992 and recorded in Book 1992 of Miscellaneous on page 3037. (Parcel V)
25. Vested Drainage Right Form dated June 5, 1992, executed by Raymond A. Moore and Marlys I. Moore to Whom It May Concern, filed on June 30, 1992 and recorded in Book 1992 of Miscellaneous on page 3038. (Parcel V)
26. Vested Drainage Right Form dated February 5, 1992, executed by Donald D. Neuman and Doris i. Neuman to Whom It May Concern, filed on February 6, 1992 and recorded in Book 1992 of Miscellaneous on page 3039. (Parcel I -SWSE)
27. Vested Drainage Right Form dated June 30, 1992, executed by Mark. Uckert to Whom It May Concern, filed on June 30, 1992 and recorded in Book 1992 of Miscellaneous on page 3876. (Parcel II - NWSE)
28. Rights of the public in and to the section line right-of-way.
29. For each policy to be issued as identified in Schedule A, Item #2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the company. As provided in Commitment Condition #4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
30. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount of value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

NOTE: The current vesting document was filed 24 months ago or more. Marlys I. Moore and Craig A. Moore, as Trustees of the Raymond A. Moore Trust u/w dated the 9th Day of January 1995 acquired interest by Personal Representative's Deed of Distribution from Marlys I. Moore, as the duly appointed, qualified and acting Personal Representative of the Estate of Raymond A. Moore, recorded on September 19, 2003 in Book 2003 of Deeds on Page 1296. (as to undivided 1/2 interest)

Previously, Raymond A. Moore and Marlys I. Moore, husband and wife acquired interest by Warranty Deed from Raymond A. Moore and Marlys I. Moore, husband and wife, recorded on April 8, 1981 in Book 77 of Deeds on Page 361. (as to undivided 1/2 interest) (Parcel I, II, IV & V)

Previously, Raymond A. Moore and Marlys I. Moore, husband and wife acquired interest by Warranty Deed from Geraldine Law and Robert S. Law, wife and husband, recorded on October 29, 2001 in Book 2001 of Deeds on Page 1322. (as to undivided 1/2 interest) (Parcel III)

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SD-2690325

EDS-77

Raymond A. Moore and Marlys I. Moore, husband and wife

Grantor ^s

of Brookings County, State of South Dakota for and in consideration of
\$1.00 and other valuable consideration (ONE AND 00/100 ——— DOLLARS)

GRANTS, CONVEYS AND WARRANTS TO Raymond A. Moore and Marlys I. Moore,
husband and wife, as tenants in common

Grantee ^s, of Brookings, South Dakota P. O., the following described
real estate in the County of Deuel, in the State of South Dakota:

The Southwest Quarter (SW $\frac{1}{4}$) of Section One (1) and the Southeast Quarter (SE $\frac{1}{4}$)
of Section Two (2), Township One Hundred Fourteen (114) North, Range Fifty (50),
West of the 5th P.M.; and,

The Southeast Quarter (SE $\frac{1}{4}$) of Section Fourteen (14) and the Southeast Quarter (SE $\frac{1}{4}$)
of Section Twenty-three (23), (less Lot H-1) of Township One Hundred Fifteen (115)
North, Range Fifty (50), West of the 5th P.M.; all in Deuel County, South Dakota
Exempt from transfer fee as a transfer between husband and wife.

Exempt from
Transfer Fee

Dated this 6th day of April, 19 81.

Raymond A. Moore
Raymond A. Moore

Marlys I. Moore
Marlys I. Moore

STATE OF SOUTH DAKOTA,
County of Brookings } ss.

On this the 6th day of April, 19 81, before me

George S. Mickelson, the undersigned officer,
personally appeared Raymond A. Moore and Marlys I. Moore, husband and wife



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

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

George S. Mickelson
George S. Mickelson Notary Public.

My commission expires July 30, 19 84

STATE OF SOUTH DAKOTA, County of Deuel, ss.

Filed for record this 8th day of April, 19 81, at 9:10 o'clock

A. M. and recorded in Book 77, of Deeds, Page 361

By Judy Holt Deputy. Mabel A. Winder
Register of Deeds.

1. Claimant of Vested Drainage Right:

Name MOORE, Raymond A.

(Last)

(First)

(Middle)

Address 207 17th Ave.

(Federal Subdivision or Company name (if applicable))

City Brookings,State S. Dak.Zip Code 57006

Co-Owner or Other Interest Owner:

Name MOORE, Marlys I.Address 207 17th Ave.City Brookings,State S. Dak.Zip Code 57006

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

SE $\frac{1}{4}$ of Sec. 23, Twp 115 Rg. 50 in the County of Deuel

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

SW $\frac{1}{4}$ of Sec. 24, Twp 115 Rg. 50 in the County of Deuel

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 dugout (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.

(3) 75' x 55' x 14' two spoil banks

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

Water flows intermittantly in two ravines from the NE and SW. The dugout islocated where the two ravines meet. The drainage then goes eastward to SW $\frac{1}{4}$ of 24-115-50

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

A. X Same as section 4; or

B. _____

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

The dugout does not alter the natural drainage pattern.

7. The claimed drainage right has existed since:

A. _____ / _____ / 1970; or

Month

Day

Year

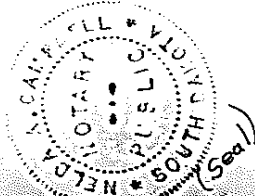
B. UnknownDated this 5th day of February, 1992.Raymond A. MooreMarlys I. Moore

Signatures of claimants

State of South DakotaCounty Of Brookings

On this 5th day of February, before me, Bella A. Campbell,
 the undersigned officer, personally appeared Raymond A. Moore and Marlys I. Moore,
 known to me or satisfactorily proven to be the person whose name(s) _____ 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.


Bella A. Campbell
Notary Public
 State of South Dakota
My commission expires May 26, 1998

NOT TC

-
- 4.5
- 2.6
- 27P
- 13.1
- 28.9
- 2
- 2.0
- 115-50



STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - 86
FILED FOR RECORD THE 5th DAY OF FEB
A.D. 1992 AT 4:00 O'CLOCK P AND RECORDED
IN YEAR 1992 OF MISC. No. 3033
Walter G. Pender
Register of Deeds Deputy

Fees \$5.00 pd
Rt R. Moore Brkgs

RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
SAT. ASSG ✓

17

MISC 1992

VESTED DRAINAGE RIGHT FORM

3034

1. Claimant of Vested Drainage Right:

Name MOORE, Raymond A.

(Last)

(First)

(Middle)

Address 207 17th Ave.

Political Subdivision or Company name (if applicable)

City Brookings,State S. Dak.Zip Code 57006

Co-Owner or Other Interest Owner:

Name MOORE, Marlys I.Address 207 17th Ave.City Brookings,State S. Dak.Zip Code 57006

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

SW¹ of Sec. 1, Twp 114 Rg. 50 in the County of Deuel

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

NW¹ of Sec. 12, Twp 114 Rg. 50 in the County of Deuel

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 _____ dugout (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 ASCSSCS map

① 60' x 40' x 12 two spoil banks

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

Water flows from north to south

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

A. x Same as section 4; or

B. _____

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

The dugout has not altered the natural drainage

7. The claimed drainage right has existed since:

A. _____ / _____ / 1971; or

Month Day Year

B. UnknownDated this 5th day of February, 1994.Raymond A. Moore

Signatures of claimants

Marlys I. MooreState of South DakotaCounty Of Brookings

On this 5th day of February before me, Walter G. Campbell,
 the undersigned officer, personally appeared Raymond A. Moore and Marlys I. Moore,
 known to me or satisfactorily proven to be the person whose name(s) _____ subscribed to the within instrument and
 acknowledged that he executed the same for the purposes therein contained.

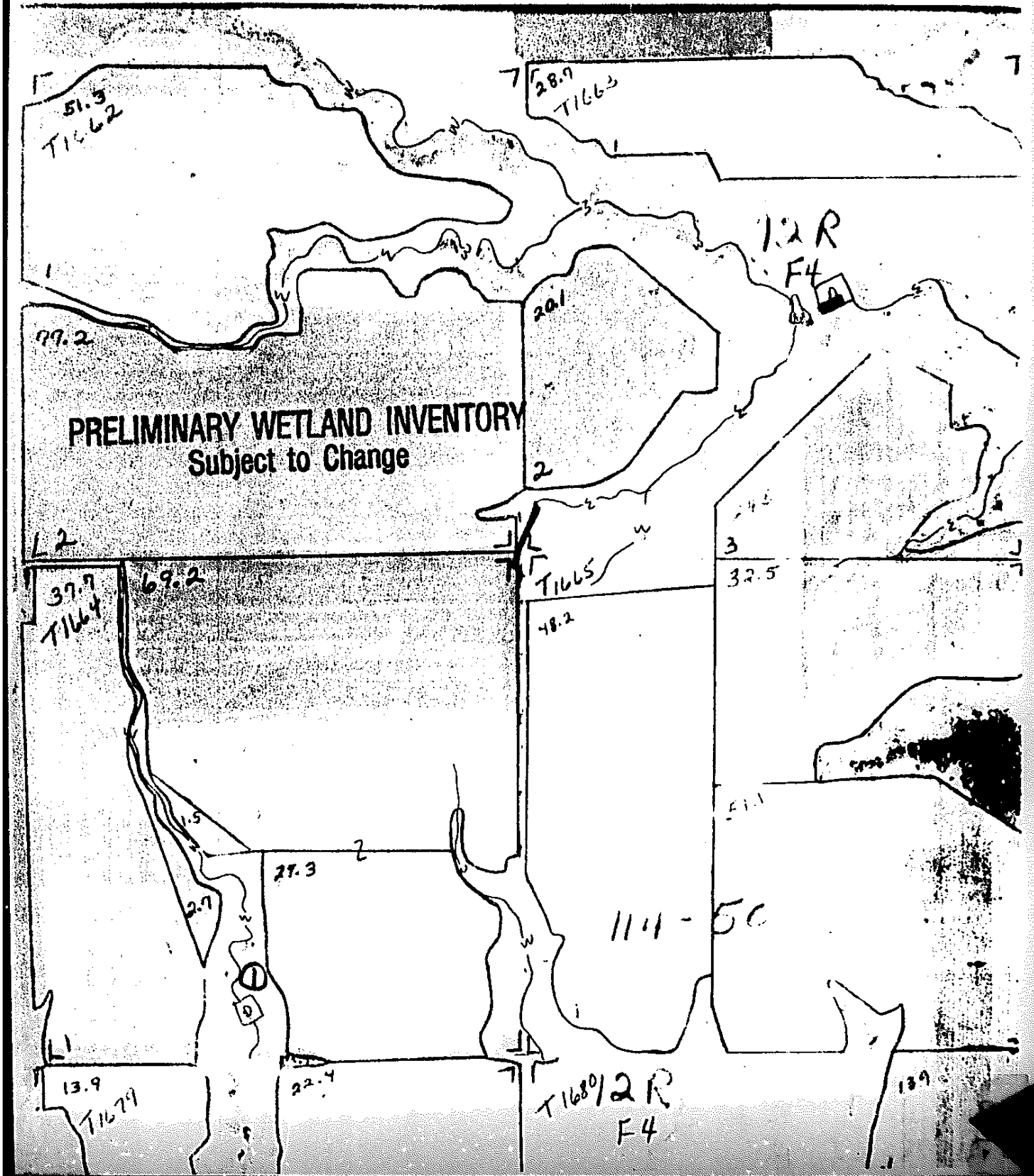
In witness whereof I hereto set my hand and official seal.


Walter G. Campbell
Notary Public
 State of South Dakota
My commission expires May 26, 1995

NOT TO SCALE

PRODUCER CERTIFICATION
for Highlighted Tracts Only

1014
1-31-91





STATE OF SOUTH DAKOTA - COUNTY OF DEUEL -
FILED FOR RECORD THE 5th DAY OF FEB
A.D. 1992 AT 4:05 P.M. AND RECORDED
IN YEAR 1992 OF MISC No. 3034
North A. Pender
Register of Deeds Deputy
Fees \$5.00
Rt R. Moore Brkgs

RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
SAT. ASSG
#18

MISC 1992

VESTED DRAINAGE RIGHT FORM

3036

1. Claimant of Vested Drainage Right:

Name MOORE, Raymond A.

(Last)

(First)

(Middle)

Address 207 17th Ave.City BrookingsState S. Dak.Zip Code 57006

Co-Owner or Other Interest Owner:

Name MOORE, Marlys I.Address 207 17th Ave.City BrookingsState S. Dak.Zip Code 57006

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

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 14, Twp 115 Rg. 50 in the County of Deuel

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

NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 23, Twp 115 Rg. 50 in the County of Deuel

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.

(2) 150' long, 25' wide 2-3' deep

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

In the event of a heavy rain, water runs off to the southwest to a naturaldrainage way which then goes onto the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of sec 23-115-50

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

A. X 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. Oct / _____ / 1980; or

Month

Day

Year

B. _____ UnknownDated this 5th day of February, 1992.Raymond A. MooreT.D. Jochims T.D. Jochims

Signatures of claimants

State of South DakotaCounty Of Brookings

On this 5th day of February, before me, Belda A. Campbell,
 the undersigned officer, personally appeared Raymond A. and Marlys I. Moore,
 known to me or satisfactorily proven to be the person whose name(s) _____ subscribed to the within instrument and
 acknowledged that they executed the same for the purposes therein contained.

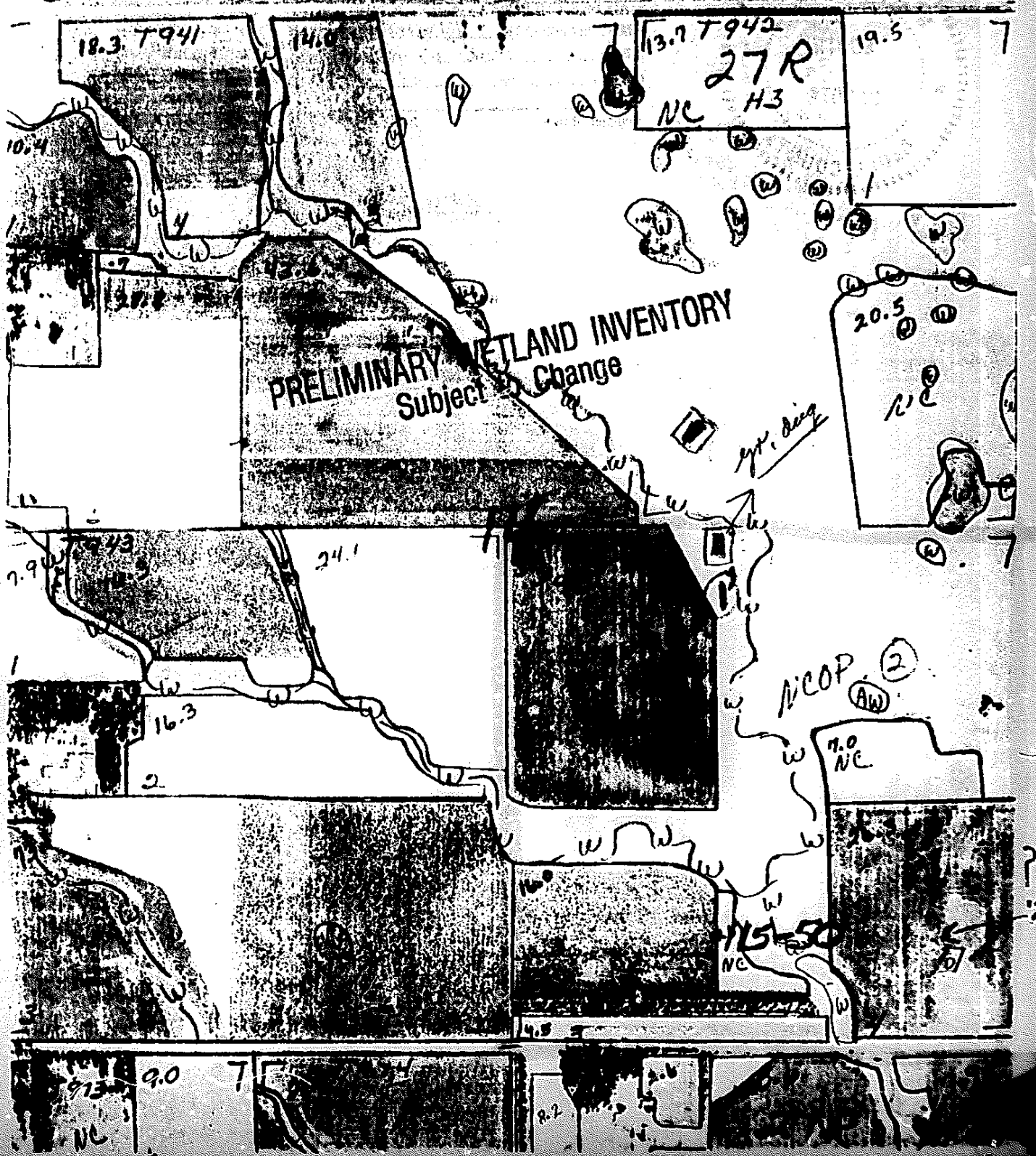
In witness whereof I hereunto set my hand and official seal.

Belda A. Campbell
Notary Public
 Title of Office
My commission expires May 26, 1998

PRODUCER CERTIFICATION
for Highlighted Tracts Only

7241 1-31-71

NOT TO SCALE





STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - 18
FILED FOR RECORD THE 5th DAY OF FEB
A.D. 1892 AT 4:15 O'CLOCK P AND RECORDED
IN YEAR 1992 OF Misc No. 3036
Nester A. Lunder
Register of Deeds Deputy

Fees \$5.00 pd
Rt. R. Moore Brkgs

RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
SAT. ASSG

#20

MISC 1992

VESTED DRAINAGE RIGHT FORM

3037

1. Claimant of Vested Drainage Right:

Name MOORE, Raymond A.

(Last)

(First)

(Middle)

Address 207 17th Ave.

Federal Subdivision or Company name (if applicable)

City Brookings,State S. Dak.Zip Code 57006

Co-Owner or Other Interest Owner:

Name MOORE, Mariys I.Address 207 17th Ave.City Brookings,State S. Dak.Zip Code 57006

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

NE 1/4 of Sec. 2, Twp 114 Rg. 50 in the County of Deuel

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

SE 1/4 of Sec. 2, Twp 114 Rg. 50 in the County of Deuel

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 dugout (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 ASCSSCS map.

①

70' x 50' x 14' two spoil banks

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

Water flows from north to south

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

A. X Same as section 4; or

B. _____

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

The dugout has not altered the natural drainage

7. The claimed drainage right has existed since:

A. _____ / _____ / 1970; or

Month

Day

Year

B. UnknownDated this 5th day of February, 1992.Raymond A. Moore

Signatures of claimants

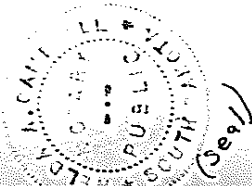
Mariys I. MooreState of South Dakota

) SS

County Of Brookings

On this 5th day of February, before me, Debra A. Campbell, the undersigned officer, personally appeared Raymond A. Moore and Mariys I. Moore, known to me or satisfactorily proven to be the person whose name(s) _____ subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

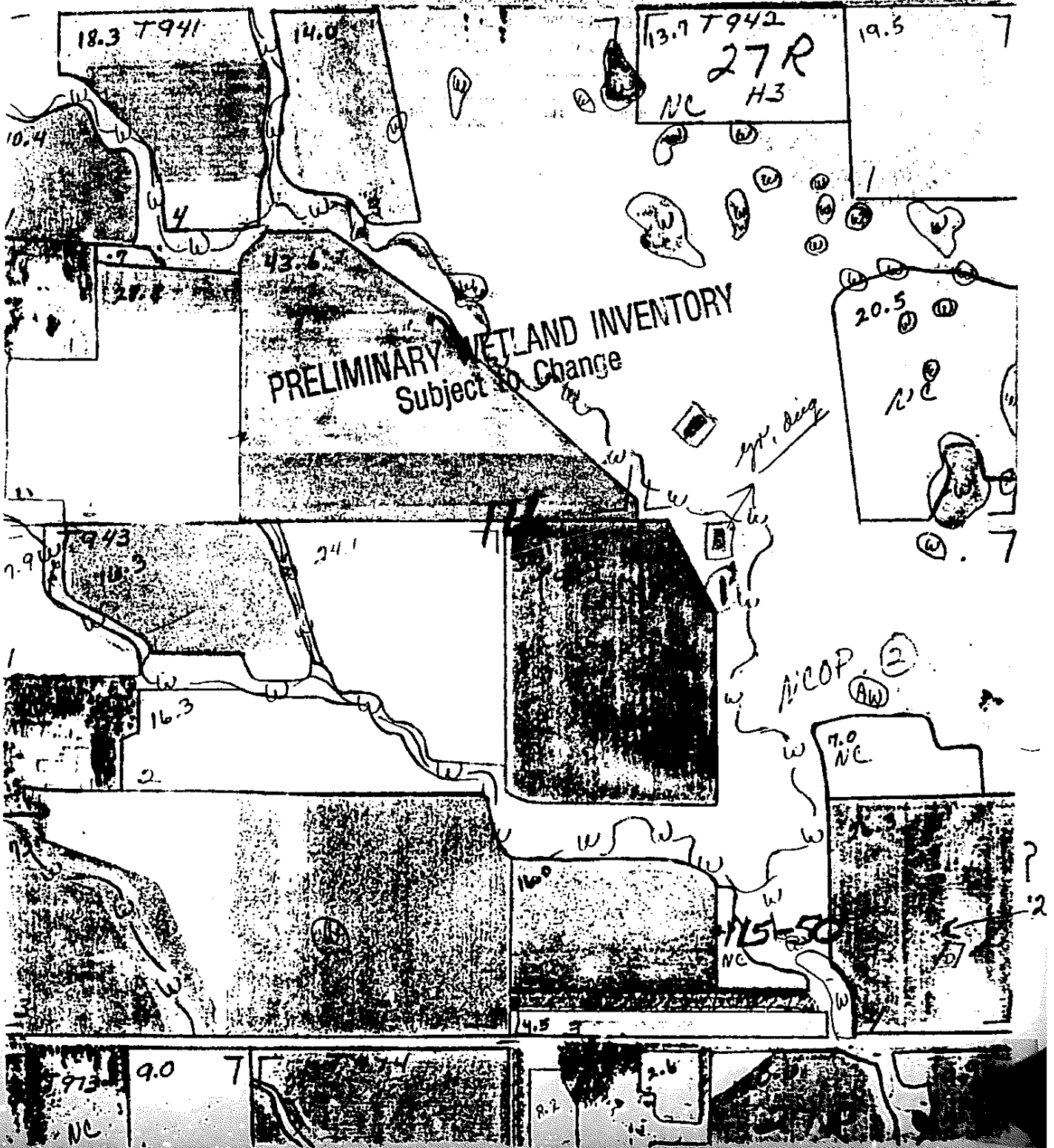
In witness whereof I hereunto set my hand and official seal.

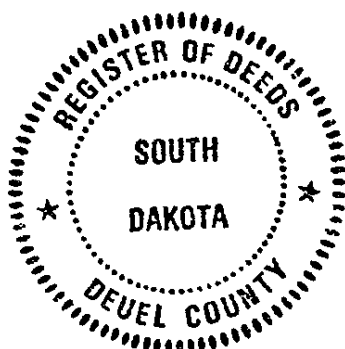

Debra A. Campbell
Notary Public
 Title of Officer
My commission expires May 26, 1998

PRODUCER CERTIFICATION
for Highlighted Tracts Only

7/24/1-51-91

NOT TO SCALE





STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - ss
FILED FOR RECORD THE 5th DAY OF Feb
A.D. 1992 AT 4:20 O'CLOCK P M AND RECORDED
IN YEAR 1992 OF MISC No. 3037
Deuel R. Dunder
Register of Deeds Deputy

Fees \$5.00 pd
Rt. R. Moore Brkgs

RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
SAT. ASSG ✓

#21

MISC 1992

VESTED DRAINAGE RIGHT FORM

3038

1. Claimant of Vested Drainage Right:

Name MOORE, Raymond A.

(Last)

(First)

(Middle)

Address 207 17th Ave.

Federal Subdivision or Company name (if applicable)

City Brookings,State S. Dak.Zip Code 57006

Co-Owner or Other Interest Owner:

Name MOORE, Marlys I.Address 207 17th Ave.City Brookings,State S. Dak.Zip Code 57006

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

NE 1/4 of Sec. 2, Twp 114 Rg. 50 in the County of Deuel

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

SE 1/4 of Sec. 2, Twp 114 Rg. 50 in the County of Deuel

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 dugout (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 ASCSSCS map

(2) 70' x 50' x 14 two spoil banks

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

Water flows from north to south

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

A. X Same as section 4; or

B. _____

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

The dugout has not altered the natural drainage

7. The claimed drainage right has existed since:

A. _____ / _____ / 1970; or

Month

Day

Year

B. UnknownDated this 5th day of February, 1992.Raymond A Moore

Signatures of claimants

State of South Dakota

) SS

County Of Brookings

On this 5th day of February, before me, Heidi C. Campbell, the undersigned officer, personally appeared Raymond A Moore and Marlys I Moore known to me or satisfactorily proven to be the person whose name(s) _____ 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.



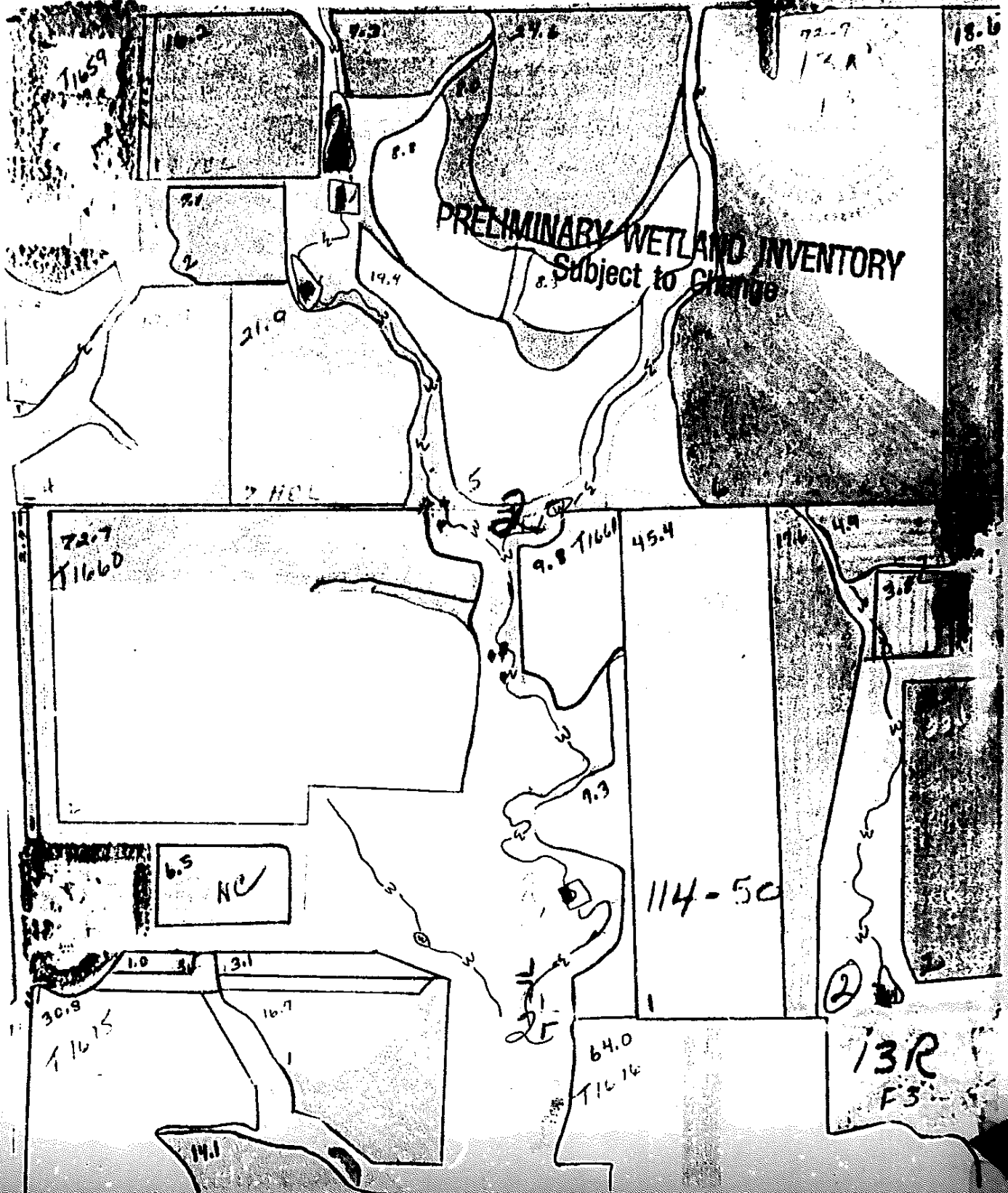
Heidi C. Campbell
Notary Public
 State of S.D.

My commission expires May 26, 1993

NOT TO

PRODUCER CERTIFICATION
for Highlighted Tracts Only *add*
1-31-91

SCALE





STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - ss
FILED FOR RECORD THE 5th DAY OF FEB
A.D. 1992 AT 4:25 O'CLOCK PM AND RECORDED
IN YEAR 1992 OF MISC No. 3038
Loetia Dandelin
Register of Deeds Deputy
Fees \$5.00 pd
Rt. R. Moore Brkgs

RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
SAT. ASSG

#22

MISC 1992

VESTED DRAINAGE RIGHT FORM

3039

1. Claimant of Vested Drainage Right:

Name

NEUMAN

Donald

D.

(Last)

(First)

(Middle)

Address

P.O. Box 497

Federal Subdivisions on Company form (if applicable)

City

Clear Lake

State

S.D.

Zip Code

57226

Co-Owner or Other Interest Owner:

Name

Doris I. Neuman

Address

P.O. Box 497

City

Clear Lake

State

S.D.

Zip Code

57226

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

SW 1/4 of Sec. 14, Twp 115, Rg. 50 in the County of Deuel

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

SW 1/4 of SE 1/4 of Sec. 14, Twp 115, Rg. 50 in the County of Deuel

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 grass waterways (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.

(A) 900 ft. grass waterway, 60 feet wide, 2 feet deep (B) 1200 ft. grass waterway, 80 feet wide, 3 ft deep (C) 530 ft grass waterway 2 ft deep, 20 ft wide

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

(A) SSE (B) South and then SE (C) North-North East

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:

(A) (B) and (C) were placed to allow and grass to stop land from washing away. This was done in the early 1960's.

7. The claimed drainage right has existed since:

A. / / ; or

Month

Day

Year

B. ☒ Unknown

x Donald D. Neuman

Dated this 5th day of February, 1992.

x Doris I. Neuman

Signatures of claimants

State of South DAKOTA)

) SS

County of Deuel)

On this 5th day of February, 1992, before me, Dale W. Vitale, the undersigned officer, personally appeared DONALD D. and DORIS I. NEUMAN, known to me or satisfactorily proven to be the person whose name(s) 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.

(SEAL)
Dale W. Vitale
Notary Public, South Dakota
My Commission Expires April 19, 1998

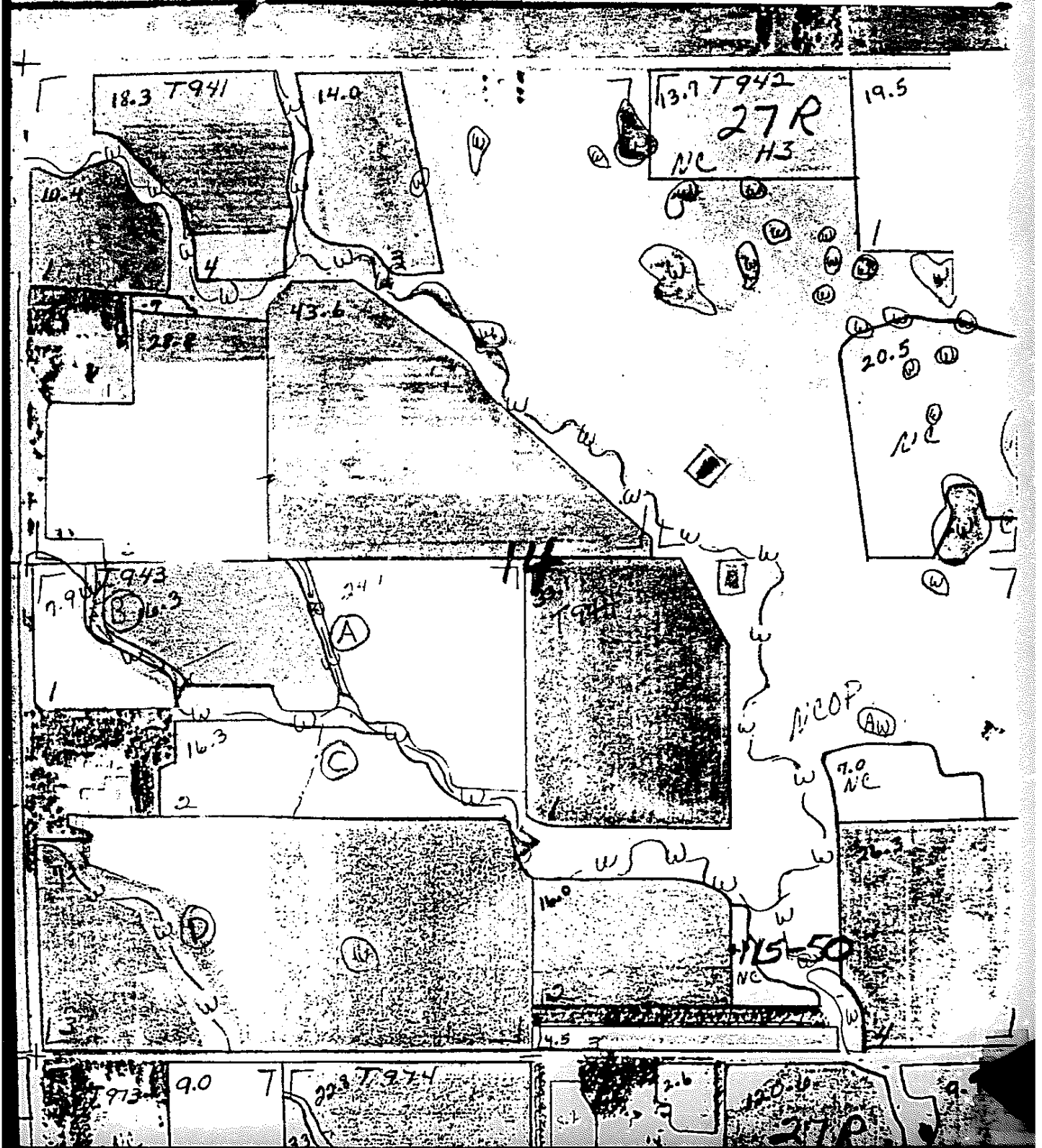
Dale W. Vitale
Deuel County Clerk & Recorder

Title of Officer

My commission expires April 19, 1998

(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
 (---) Tilled prior to 12-23-85
 (---W---) Wetland in a channel

NOT TC





STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - ss
FILED FOR RECORD THE 6th DAY OF Feb.
A.D. 1992 AT 9:40 O'CLOCK AM AND RECORDED
IN YEAR 1992 OF MISC. No. 3039
Barbara A. London 2190 Ingalls
Register of Deeds Deputy
Fees \$5.00 pd. & rt. - D. Neuman

RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
SAT. ASSG

26

MISSO 1992

VESTED DRAINAGE RIGHT FORM

3876

1. Claimant of Vested Drainage Right:

Name Uckert Mark J
(Last) (First) (Middle)

Address RR 1 Box 107

City Clear Lake State South Dakota Zip Code 57226

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:

NE 1/4 S E 1/4 NW 1/4 of Sec. 23, Twp 115 Rg. 50 in the County of Deuel

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

NW 1/4 S of Sec. 24, Twp 115 Rg. 50 in the County of Deuel

NW 1/4 SE 1/4 of Sec. 23, Twp 115 Rg. 50 in the county of Deuel

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 open 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.

A- open ditch from the culvert on the side of the property line running SE to the east side with another culvert outlet the ditch is 1880 feet long up to 12 feet deep with a depression (B) 12 feet deep 30 feet wide running to

4. State the general course and direction of the water flow by means of the drainage right: the W 1/2 NW 1/4-24-115-50.

C- open ditch running from the NW corner of the property line to the SE corner of the E 1/2 NW 1/4-115-50 then onto the NW corner of the NW 1/4 SE 1/4-23-115-50 the ditch also has two branch ditches from the west side of th E 1/2 NW 1/4 115-50. This ditch has a combined length of 6270 feet with a depth of up to 15 feet.

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

A. x Same as section 4; or

B. _____

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

This is a man made ditch that is cleaned out as the need arises.

This ditch is also out for hay when the weather permits.

7. The claimed drainage right has existed since:

A. 8 / 1 / 70; or
Month Day Year

B. Unknown

Dated this 30 day of June, 1992

Signatures of claimants

State of S.D.)
County Of Deuel) SS

On this 30 day of June 1992, before me, Lester A. Lundeen, the undersigned officer, personally appeared Mark J. Uckert 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.

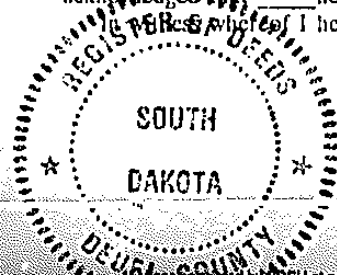
I, Lester A. Lundeen, hereby set my hand and official seal.

Lester A. Lundeen

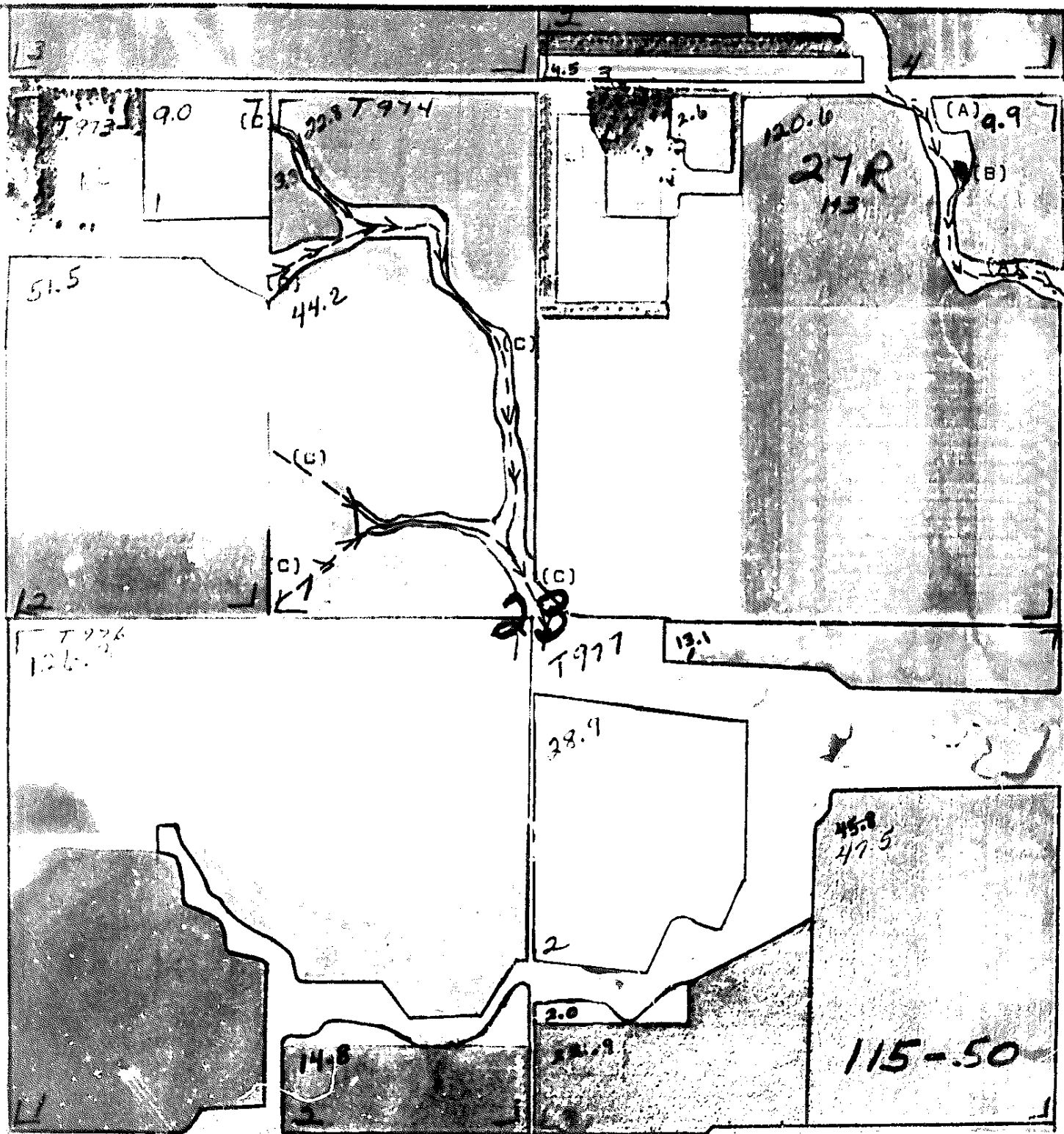
Register of Deeds

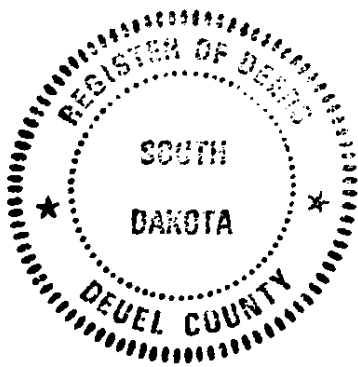
Title of Officer

My commission expires 12-30-92



NOT TO SCALE





STATE OF SOUTH DAKOTA - COUNTY OF DEUEL -ss
FILED FOR RECORD THE 30th DAY OF June
A.D. 1992 AT 11:25 O'CLOCK A.M. AND RECORDED
IN YEAR 1992 OF MISC. No. 3876
Vesta A. Lunden
Register of Deeds Deputy
Fees: \$5.00 pd. & rt. M. Uckert

RECORDED ✓
NUMERICAL ✓
GRANTOR ✓
GRANTEE ✓
SAT. ASSG

4 586

This document was prepared by:
Lewayne M. Erickson
517 Sixth Street
Brookings SD 57006
Tel 605-692-6158
FAX 605-692-7734
lericlaw@brookings.net

STATE OF SOUTH DAKOTA - COUNTY OF DEUEL - SS
FILED FOR RECORD THE 19th DAY OF Sept
20 03 AT 1:30 O'CLOCK P M AND RECORDED
IN BOOK 2003 OF DEEDS PG. 1296
Lewayne M. Erickson
Register of Deeds Deputy
no TF, RF: \$14.00 pd
RT: L Erickson



✓ RECORDED
✓ NUMERICAL
✓ GRANTOR
✓ GRANTEE
SAT. ASSG.

PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

MARLYS I. MOORE was appointed Personal Representative by the Clerk of the Circuit Court of Brookings County, South Dakota, on January 16, 2003, and Letters of Personal Representative were issued on January 16, 2003, which Letters are unrevoked and remain in full force and effect.

MARLYS I. MOORE, as the duly appointed, qualified and acting Personal Representative of the Estate of RAYMOND A. MOORE, Grantor hereby conveys, transfers, assigns and releases to

MARLYS I. MOORE and CRAIG A. MOORE, as
Trustees of the RAYMOND A. MOORE TRUST u/w
dated the 9th day of January, 1995

Grantees, of 207 17th Avenue, Brookings, SD 57006, all interest of the decedent and the estate of decedent in the following described real estate in Deuel County, South Dakota:

An undivided one-half (1/2) interest in and to
each of the following real properties:

✓ The Southeast One-Fourth (SE 1/4) of Section
Fourteen (14), Township One Hundred Fifteen
(115) North, Range Fifty (50) West of the
Fifth Principal Meridian, County of Deuel,
State of South Dakota;

✓ The Southeast One-Fourth (SE 1/4) less H-1, of
Section Twenty-three (23), Township One
Hundred Fifteen (115) North, Range Fifty (50)
West of the Fifth Principal Meridian, County
of Deuel, State of South Dakota;

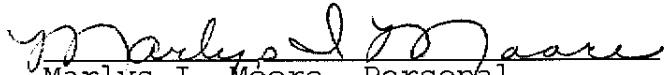
✓ The South One-Half of the Northwest One-Fourth (S 1/2 NW 1/4) and Government Lots Three (3) and Four (4), all in Section One (1), Township One Hundred Fourteen (114) North, Range Fifty (50) West of the Fifth Principal Meridian, County of Deuel, State of South Dakota;

✓ The Southwest One-Fourth (SW 1/4) of Section One (1), Township One Hundred Fourteen (114) North, Range Fifty (50) West of the Fifth Principal Meridian, County of Deuel, State of South Dakota; and

✓ The Southeast One-Fourth (SE 1/4) of Section Two (2), Township One Hundred Fourteen (114) North, Range Fifty (50) West of the Fifth Principal Meridian, County of Deuel, State of South Dakota

THIS TRANSFER IS EXEMPT FROM TRANSFER TAX PURSUANT TO SDCL 43-4-22(10).

Dated this 18th day of September, 2003, at Brookings, South Dakota.

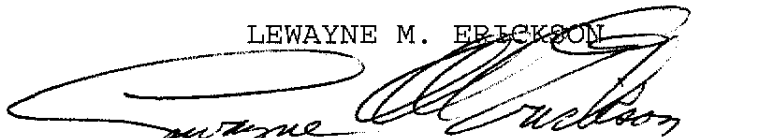

Marlys I. Moore, Personal
Representative of the Estate of
RAYMOND A. MOORE, Deceased

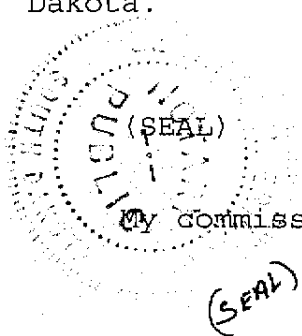
STATE OF SOUTH DAKOTA)
)
County of Brookings) SS:

On September 18th, 2003, before me personally appeared MARLYS I. MOORE, 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 RAYMOND A. MOORE, Deceased and for the purposes therein contained.

Dated this 18th day of September, 2003, at Brookings, South Dakota.

LEWAYNE M. ERICKSON


Notary Public - South Dakota



My commission expires the 9th day of November, 2003.

STATE OF SOUTH DAKOTA)

IN CIRCUIT COURT

County of Brookings)

SS:

THIRD JUDICIAL CIRCUIT

In the Matter of the Estate of)

RAYMOND A. MOORE,)

PRO03-0002

Deceased.)

LETTERS OF PERSONAL REPRESENTATIVE

On January 16th, 2003, Marlys I. Moore was appointed by this court and qualified as Personal Representative of the Estate of Raymond A. Moore, Deceased.

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

Issued this 16th day of January, 2003, at Brookings, South Dakota.

(SEAL)

Judy Kuhlman
Clerk of the Circuit Court

LEWAYNE M. ERICKSON, P.C.
Attorney and Counselor at Law
517 Sixth Street
Brookings SD 57006
Tel 605-692-6158
Fax 605-692-7734
lericlaw@brookings.net

CLERK OF CIRCUIT COURT OF BROOKINGS COUNTY, SD
I certify that I have compared the foregoing copy with
the original now on file in this office and that the
same is a true and correct copy.

This 11 day of September, 2003

Narcine Lomander Clerk/Deputy

(SEAL)

State of (South Dakota)
County of Brookings.)

I hereby further certify that said
Letters of Personal Representative
are still in full force and effect, to date, as
shown by the records of this office.
Witness my hand and official seal
this 11 day of September, 2003.

Judy Kuhlman

Clerk

Narcine Lomander Deputy

(SEAL)

FILED

JAN 16 2003

SOUTH DAKOTA UNIFIED JUDICIAL SYSTEM
3RD CIRCUIT CLERK OF COURT

By Judy Kuhlman

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Pick-Sloan Missouri Basin Program Watertown-Sioux City-Moville 345-kv Transmission Line

CONTRACT AND GRANT OF ELECTRIC TRANSMISSION LINE EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 12 day of November, 1974, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, represented by the Officer executing this instrument, his duly appointed successor, or his duly authorized representative, hereinafter called the contracting officer, and Robert S. Law, Attorney-in-fact for Naomi M. Berger, A.G. Berger, Jr., and Geraldine Law, hereinafter collectively referred to as vendor:

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

1. For the consideration hereinafter expressed, vendor does hereby grant unto the United States, its successors and assigns, a perpetual easement to construct, operate and maintain one electric transmission line, consisting of a single row of structures supporting one or more electric power circuits of the United States, together with all poles, towers, crossarms, cables, wires, guys, supports, fixtures, and such other structures, installations and facilities used in the construction, operation and maintenance of said transmission line, across the following described land situated in the County of Deuel, State of South Dakota, to wit:

A strip of land over and across the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 1, T. 114 N., R. 50 W., 5th P.M., more particularly described as follows: A strip of land 160.0 feet wide, being 80.0 feet wide on each side of the following described centerline: Beginning at a point on the North boundary line of the NW $\frac{1}{4}$ of Sec. 1, T. 114 N., R. 50 W., 5th P.M., 1,833.6 feet easterly from the Northwest corner of said Sec. 1; thence S. 29°18' E. a distance of 1,596.6 feet to a point on the East boundary line of the NW $\frac{1}{4}$ of said Sec. 1, 1,378.9 feet South and 2,614.9 feet East from the Northwest corner of said Sec. 1.

Checked for Engineering Data 11/11/74

Wayne O. Ray

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, operate and maintain said transmission line, together with the present and future right to clear said right-of-way or to trim trees to the extent deemed necessary by the contracting officer to protect the rights and privileges herein granted, and to keep the same clear of brush, timber, inflammable structures and fire hazards, provided that fire hazards shall not be interpreted to include growing crops. All brush, timber or inflammable structures removed pursuant to the terms hereof shall become the property of the United States and may be disposed of by sale, burning, or otherwise; Provided, that said rights shall only be exercised in such a manner that no fire hazard shall be created thereby. The vendor, his successors, or assigns shall have the right to cultivate, use and occupy said premises for any purposes which will not, by the determination of the contracting officer, constitute a hazard to life or limb, interfere with any of the rights and privileges herein granted to the United States,

or endanger any of its property, but said right of cultivation, use and occupancy shall not extend to or include the erection of any structure on, or the drilling of wells on, or permission to the public to use any part of said premises without advance written permission from the contracting officer. The United States shall exercise due care and diligence in the exercise of the rights and privileges herein granted to it. In case of permanent abandonment of said transmission line, the easement herein granted shall end, cease, and determine and title shall revert to the then owner and all structures owned by the United States, its successors or assigns, shall be removed. Upon permanent abandonment of the right-of-way by the United States, the vendor, his successors or assigns, shall be given written notice of such abandonment.

3. The grant of easement herein contained is subject to all rights-of-way of any nature whatsoever of record or in use, and mineral rights outstanding in third parties of record or in use.

4. It is a condition precedent to the payment to the vendor of the sum named herein that the title to the premises described herein shall be vested in the vendor, subject only to the interest of the United States hereunder and to the matters set out in Article 3 hereof and to such other defects, interest, or encumbrances as may be acceptable to the United States.

5. It is understood and agreed that if the United States determines that the interest described herein should be the subject of acquisition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the vendor and the award to be made for said interest in said proceeding shall be the consideration herein provided.

6. Vendor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the vendor 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.

7. As complete consideration for the above grant of easement, the United States agrees to pay vendor the sum of Eight Hundred Dollars (\$800.00). The United States agrees if damage occurs to drainage tile, fences, crops, trees, vines, seedlings or other improvements within said right-of-way as a result of and during the construction, operation and maintenance of the transmission line, payment will be made by the United States to the owner or owners thereof on the basis of an appraisal approved by the Secretary of the Interior or his duly authorized representative.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By L. W. Lloyd
Acting Regional Director

A. G. Berger Heirs
Vendor

Funds
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App'd as to Form
Date 3/3/75
Off. of Field Sel.
Aldrich
For the Field Sel.

Robert S. Law
Vendor
Attorney in Fact
For Naomi M. Berger, A.G. Berger, Jr.
and Geraldine Law
Vendor

Funds encumbered

by Project Office letter

<u>2-10-75</u>	<u>\$900.00</u>
Date	Amount

James A. Rawlings
James A. Rawlings
Regional Supervisor
Division of Water and Land Operations

ACKNOWLEDGMENT

State of So. Dak.)
County of Deuel) ss.

On this 12 day of Nov., 1974, personally appeared before me Robert S. Law - Attorney in fact for Naomi M. Berger, A.G. Berger, Jr. and Geraldine Law, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

SEAL



Robert M. Regan
Notary Public in and for the
State of So. Dak.
Residing at Huron
My commission expires
12 July 1982

State of South Dakota-County of Deuel-ss

Filed for record the 17 day of March A.D. 1975 at 1:00 o'clock P.M. and
recorded in Book 29 of M.R. Page 307.

Mabel A. Wiesner
Register of Deeds

Joy Prehn
Deputy

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MISSOURI RIVER BASIN PROJECT

Watertown-Sioux City-Moville 345-kv Transmission Line

GRANT OF EASEMENT

1. THIS INDENTURE, made this 12 day of November, 1974, pursuant to the provisions of the Act of Congress approved June 17, 1902 (32 Stat. 388) and December 22, 1944 (58 Stat. 887) and acts mandatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States and Robert S. Law, Attorney-in-fact for Naomi M. Berger, A.G. Berger, Jr., and Geraldine Law, hereinafter collectively referred to as Vendor,

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

2. For Three Hundred (\$300.00), lawful money and other valuable consideration, Vendor hereby grants to the United States, its successors and assigns, the right privilege, and easement to lay out, construct, inspect, operate and maintain a road over and across the NW $\frac{1}{4}$ of Sec. 1, T. 114 N., R. 50 W., 5th P.M., and situated in Deuel County, South Dakota.

The right-of-way hereby granted is more particularly described as follows:

Two tracts or strips of land, hereinafter described as Tract A. and Tract B, and said tracts being more particularly described as follows:

TRACT A

A strip of land 40.0 feet wide, being 20.0 feet on each side of the following described centerline: Beginning at a point on the North boundary line of the NW $\frac{1}{4}$ of Sec. 1, T. 114 N., R. 50 W., 5th P.M., 1,205.6 feet easterly from the Northwest corner of said Sec. 1; thence S. 60°16'10" E. a distance of 438.44 feet; thence S. 84°45'20" E. a distance of 260.32 feet; thence S. 18°05'16" E. a distance of 327.50 feet; thence S. 77°47'48" E. a distance of 198.49 feet to a point on the westerly right-of-way boundary line of the Watertown-Sioux City-Moville 345-kv Transmission Line, 583.2 feet South and 2,081.5 feet East from the Northwest corner of said Sec. 1

TRACT B

A strip of land 40.0 feet wide, being 20.0 feet on each side of the following described centerline: Beginning at a point on the westerly right-of-way boundary line of the Watertown-Sioux City-Moville 345-kv Transmission Line of Sec. 1, T. 114 N., R. 50 W., 5th P.M., and said point being 840.3 feet South and 2,226.6 feet East from the Northwest corner of said Sec. 1; thence S. 81°10'45" W. a distance of 452.45 feet; thence N. 66°46'31" W. a distance of 205.44 feet; thence S. 66°29'10" W. a distance of 241.76 feet; thence S. 39°44'11" E. a distance of 307.82 feet; thence S. 63°21'59" E. a distance of 210.96 feet; thence N. 89°49'03" E. a distance of 704.48 feet to a point on the westerly right-of-way boundary line of the Watertown-Sioux City-Moville 345-kv Transmission Line of said Sec. 1, 1,254.1 feet South and 2,458.9 feet East from the Northwest corner of said Sec. 1.

Checked for Engineering Data 8/5/74

Wayne O. Ray

3. This grant of easement includes the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the United States, its successors and assigns, and the public, of the rights, granted by this conveyance.

4. The grant of easement herein contained shall be perpetual so long as said land is used for the aforementioned purposes and shall be subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, pipe lines, electrical transmission lines, and telegraph and telephone lines covering any part of the above described land.

5. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

Appr'd as to Form
Date 3/3/75
Off. of Field Sel.
Aldrich
For the Field Sol.

By L. W. Lloyd
Acting Regional Director
Bureau of Reclamation

A. G. Berger Heirs
Vendor

By Robert S. Law, Attorney in fact for
Vendor

Naomi M. Berger, A. G. Berger, Jr., and
Vendor Geraldine Law

Funds encumbered

by Project Office letter

<u>2-10-75</u>	<u>\$300.00</u>
Date	Amount

James A. Rawlings
James A. Rawlings
Regional Supervisor
Division of Water and Land Operations

STATE OF SO. DAK.)
COUNTY OF DEUEL) SS

ACKNOWLEDGMENT

On this 12 day of November in the Year 1974, before me, a Notary Public, personally appeared Robert S. Law, Attorney-in-fact for Naomi M. Berger, A. G. Berger, Jr., and Geraldine Law, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same.

SEAL

Robert M. Regan
Notary Public for So. Dak.
Residing at Huron
My Commission expires 12 July 1982



State of South Dakota-County of Deuel-ss

Filed for record the 17 day of March A.D. 1975 at 1:05 o'clock P.M. and recorded in Book 29 of M.R. Page 310.

Maebel A. Wischaw
Register of Deeds

John P. ...
Deputy

United States Department of Agriculture
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Raymond A. Moore and Marlys Moore, hereinafter referred to as GRANTOR, by Sioux 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 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 Deuel County, State of South Dakota, said land being described as follows:

SE¹/₄ of^{Sec.} 14- Twp. 115, R. 50 SE¹/₄ of Sec. 23, Twp. 115, R. 50

SE¹/₄ of Sec. 2, Twp 114, R. 50

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.

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.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 15 day of May, 1975.

Raymond A. Moore (SEAL)

Marlys Moore (SEAL)

STATE OF SOUTH DAKOTA)
County of Deuel) ss.

On this the 15 day of May, 1975, before me, Oliver J. Hanson, the undersigned officer, personally appeared Raymond A. Moore and Marlys Moore, husband and wife, known to me or satisfactorily proven to be the persons whose names 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.

My Commission expires: 10/26/81

SEAL

Oliver J. Hanson
Notary Public, South Dakota

State of South Dakota County of Deuel-ss

Filed for record the 20 day of May A.D. 1975 at 4:30 o'clock P.M. and recorded in Book 30 of M.R. Page 222.

Mabel S. Wisner
Register of Deeds

Joy P. Beck
Deputy

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Homestead Certificate No. 1780

APPLICATION 6018

The United States of America.

To all to whom these Presents shall come, Greeting:

Whereas, There has been deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Malatoni, Alaska Territory, whereby it appears that, pursuant to the act of Congress approved 20th of May, 1862, "To secure homesteads to actual settlers on the Public Domain," and the acts supplemental thereto, the claim of August Thane has been established and duly consummated, and in conformity to law, for the South East Quarter of Section fourteenth in Township one hundred and fifteen north of Range fifty West of the Fifth Principal Meridian in Alaska Territory containing one hundred and sixty acres

according to the Official Plat of the Survey of said Land, returned to the GENERAL LAND OFFICE by the Surveyor General:

Now know ye, That there is, therefore, granted by the United States unto the said August Thane the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said August Thane and to his heirs and assigns forever; 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.

In Testimony Whereof, I, Grover Cleveland President of the United States of America, have caused these letters to be made Patent, and the Seal of the GENERAL LAND OFFICE to be hereunto affixed.

Given under my hand, at the CITY OF WASHINGTON, the Twenty-ninth day of June, in the year of our Lord one thousand eight hundred and Eighty-eight, and the Independence of the United States the one hundred and Twenty-eighth

By the President Grover Cleveland

By M. McKean Secretary.

Robert M. Pass Recorder of General Land Office.

Recorded, Vol. 175, Page 308

Filed for record the 13 day of October, 1888, at 9:25 o'clock A.M.

By Charles W. Otwell Register of Deeds. Deputy.



Homesteader

APPLICATION

To all

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