

PATENT RECORD.

UNITED STATES OF AMERICA,

TO

Agnus VondraFiled for Record this 13th day of November
A. D. 1909, at 8 o'clock A. M., and recorded in Book 3
of Patents on page 333 Geo. A. Fork Register of Deeds.Patent No. 02851
Certificate No. _____

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS

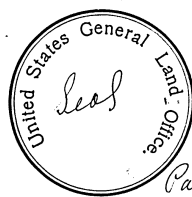
Agnus Vondra
has deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Pierre South Dakota
whereby it appears that full payment has been made by the said Agnus Vondra
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provisions for the sale of the Public Lands," and
the acts supplemental thereto, for Southwest quarter of Section Twenty Four in
Township one hundred and sixty North of Range Twenty Two
West of the Fifth Principal Meridian South Dakota,
containing one hundred and sixty acres,

according to the official plat of the survey of the said lands, returned to the General Land Office by the Surveyor General, which said tract has been
purchased by the said Agnus Vondra

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such
case made and provided, have given and granted, and by these presents do give and grant, unto the said

Agnus Vondra and to her heirs, the said tract above described: TO HAVE AND TO HOLD the
same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said

Agnus Vondra and to her 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, William H. Taft, 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 ninth day of September, in the
year of our Lord one thousand nine hundred and nine, and of the Independence of the United States the
one hundred and thirty-fourth

BY THE PRESIDENT:

Patent number

By

Wm. H. Taft
M. W. Young
H. W. Sanford

Secretary.

Recorder of the General Land Office.

Recorded, Vol. 78082, Page _____

UNITED STATES OF AMERICA,

TO

James H. StantonFiled for Record this 26th day of November
A. D. 1909, at 2:30 o'clock P. M., and recorded in Book 3
of Patents on page 333 Geo. A. Fork Register of Deeds.Certificate No. 8852

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS

James H. Stanton of Hyde County, South Dakota
has deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Huron, South Dakota
whereby it appears that full payment has been made by the said James H. Stanton
according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and
the acts supplemental thereto, for the South-west quarter of section twenty-nine in
Township one hundred and thirteen, North of Range twenty-three
West of the Fifth Principal Meridian in South Dakota, containing
one hundred and sixty acres.

according to the official plat of the survey of the said lands, returned to the General Land Office by the Surveyor General, which said tract has been
purchased by the said James H. Stanton

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such
case made and provided, have given and granted, and by these presents do give and grant, unto the said James H. Stanton

and to his heirs, the said tract above described: TO HAVE AND TO HOLD the
same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said

James H. Stanton 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, Theodore Roosevelt, 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 eleventh day of June, in the
year of our Lord one thousand nine hundred and seven, and of the Independence of the United States the
one hundred and thirty-first

BY THE PRESIDENT:

By

Theodore Roosevelt
F. M. McKean
H. W. Sanford

Secretary.

Recorder of the General Land Office.

Recorded, Vol. 274, Page 486

ORIGINAL

3-1916
Rev. 1963

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

(25x.1)

THIS INDENTURE, by and between **Louis R. Aasby a/k/a Louis Aasby and Sarah Aasby, his wife, of Holabird, South Dakota**

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

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

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

hundred fifty

NOW, THEREFORE, for and in consideration of the sum of one thousand six/ Dollars (\$1,500.00), the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within SIX months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 113 N., R. 73 W., 5th P.M.

Hyde County, South Dakota

sec. 26, SW 1/4 SW 1/4

sec. 27, S 1/2 SE 1/4 S 1/2 SE 1/4

sec. 35, W 1/2 W 1/2

sec. 29, all

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 **Louis R. Aasby** at **Holabird, 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- P921

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 18th day of September , 1964.

Louis R. Aasby (L.S.)
Louis R. Aasby

Sarah Aasby (L.S.)
Sarah Aasby

____ (L.S.)

____ (L.S.)

____ (L.S.)
(Witness)

____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF Hyde) ss

On this 18th day of September , in the year 1964 , before me personally appeared Louis R. Aasby and Sarah Aasby , his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (ss) executed the same as their (ss) free act and deed.

Donald J. Fitzgerald
Donald J. Fitzgerald

Notary Public
(Official Title)

My commission expires May 20, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this _____ day of NOV 24 1964, 19 , under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

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

State of South Dakota)
County of Hyde) ss.

Office of Register of Deeds

I hereby certify that the within instrument was filed in this office for record on the 3rd day of December A.D., 1964 at 2:00 o'clock P.M., and was duly Recorded in book 18 Ms. on page 274-275.

(SEAL) Vivian Stingley
Register of Deeds

EASEMENT PRIORITY AGREEMENT

(F.L.B.)

FORM 2249 (Rev. 5-60)

Parcel 1240

For valuable consideration, The Federal Land Bank of Omaha declares that the lien of its mortgage(s) is inferior to the easement for transmission line purposes granted to Basin Electric Power Coop - Provident Life Building, Bismarck, North Dakota.
The portion or portions of the security included in said easement being described as follows:

All of Section 29, in Township 113 North, Range 73, West of the Fifth Principal Meridian, being more particularly described as being a strip of land 150 feet in width lying 75 feet on either side of the following described center line: Beginning at a point on the North line of said Section 29, said point being located North 89 degrees 50 minutes 40 seconds East a distance of 393.68 feet from the North Quarter corner of said Section 29, thence South 21 degrees 49 minutes 20 seconds East a distance of 5,637.39 feet to a point on the South line of said Section 29, said point being located South 89 degrees 05 minutes 55 seconds West a distance of 124.87 feet from the Southeast corner of said Section 29, in Hyde County, South Dakota.

Said mortgage dated January 29, 1948, executed by Louis Aasby and Sarah Aasby, was filed for record February 28, 1948, at 9:00 a.m., and ~~was recorded in Book 57~~ recorded in Book 57, page(s) 457, of the Mortgage Records of Hyde County, State of South Dakota;

Said mortgage(s) is(are) to retain its(their) original priority as to all other property described therein not above described as being included in said easement.

In testimony whereof, The Federal Land Bank of Omaha, a corporation, has caused these presents to be executed by its Ass't. Vice President and its corporate seal to be affixed hereon June 23, 1970.

THE FEDERAL LAND BANK OF OMAHA

By James E. Ludeman
James E. Ludeman, Ass't. Vice PresidentAttest Dean A. Raber
Dean A. Raber - Asst. Secretary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On June 23, 1970, before me, Arlene Johnson, a Notary Public in and for Douglas County, Nebraska, personally appeared James E. Ludeman, to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is Ass't. Vice President of The Federal Land Bank of Omaha; that the seal affixed to said instrument is the corporate seal of The Federal Land Bank of Omaha; that said instrument was signed and sealed in behalf of The Federal Land Bank of Omaha by authority of its Board of Directors, and the said James E. Ludeman acknowledged said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

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

My Commission Expires Aug. 8, 1973
la

Arlene Johnson
Notary Public in and for Douglas County, Nebraska.
Arlene Johnson

State of South Dakota)
County of Hyde) ss.

Office of Register of Deeds

This instrument was filed for record on the 16th day of July at 1:00 o'clock and - minutes P.M., and was duly recorded in book 19 mis. page 466 of Misc. Records of said County.

(SEAL)

Rozella Nesheim (Weber)
Register of Deeds

59

QUIT CLAIM DEED - State Form 43-25-7A

[illegible]