



File No.: 24-0248

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 EXTRACTIONAL 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent

Titles of Dakota
209 N Deadwood St
Ft Pierre, SD 57532
Tel: 605-223-2727
Fax: 605-223-9237

By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by CHICAGO 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

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.

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- 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 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.

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-INTENTIONALLY DELETED

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by CHICAGO 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**This endorsement is issued as part of
Policy Number 131596-1-24-0248-2024.72C170B41-231762605
issued by
CHICAGO TITLE INSURANCE COMPANY**

CLASS ACTION ENDORSEMENT

1. If this Endorsement is issued with a 2021 ALTA Commitment for Title Insurance, then Item no. **10** of the Conditions is hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name to be affixed hereto by its duly authorized officers.



By:
Authorized Officer or Agent

Titles of Dakota
209 N Deadwood St
Ft Pierre, SD 57532
Tel: 605-223-2727
Fax: 605-223-9237



COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO TITLE INSURANCE COMPANY

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

Issuing Agent: Titles of Dakota
Issuing Office: 209 N. Deadwood St, PO Box 278, Ft. Pierre, SD 57532
Issuing Office's ALTA® Registry ID: 0002672
Loan ID No.:
Commitment No.: 24-0248
Issuing Office File No.: 24-0248
Property Address: N/A, Highmore, SD 57345

SCHEDULE A

1. Commitment Date: March 8, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/21)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$5,000.00
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:
Estate of Cody J. Baloun
5. The Land is described as follows:
Township 116 North, Range 72 West of the 5th P.M., Hyde County, South Dakota
Section 2: Lots 3 and 4 and S1/2NW1/4 (ada NW1/4); and SE1/4
Section 3: Lots 1 and 2; and S1/2NE1/4
Section 4: The East 1,190 feet of the NW1/4, less the East 200 feet of said quarter; and the North 510 feet of the East 200 feet of the NW1/4
Section 10: N1/2
Section 12: SW1/4

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SCHEDULE A
(Continued)

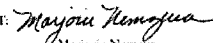
CHICAGO TITLE INSURANCE COMPANY



Heather Johnson
Title Examiner
209 N. Deadwood St.
Ft. Pierre, SD 57532
605-223-2727

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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COMMITMENT FOR TITLE INSURANCE
Issued By
CHICAGO TITLE INSURANCE COMPANY

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. The proposed insured has not been submitted at this time to our company, and is subject to approval by the company. NOTE: This should not be used for sale or mortgage purposes on said premises, as further requirements may be requested.
6. 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 or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



24-0248



COMMITMENT FOR TITLE INSURANCE
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CHICAGO TITLE INSURANCE COMPANY

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 liens, 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. Any taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained 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.
8. Any setback lines and utility easements that may exist.
9. Rights of tenants in possession under the terms of unrecorded leases.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0248

SCHEDULE B, PART II
(Continued)

10. The 2023 real estate taxes due and payable in 2024 are due and payable as follows:

NW4 of 2-116-72 in the amount of \$1,469.38 which are UNPAID. (Record #3255)
SE4 of 2-116-72 in the amount of \$782.94 which are UNPAID. (Record #3257)
NE4 of 3-116-72 in the amount of \$1,201.78 which are UNPAID. (Record #3258)
SE4 of 3-116-72 in the amount of \$1,001.62 which are UNPAID. (Record #3262)
Part of NW4 of 4-116-72 in the amount of \$515.44 which are UNPAID. (Record #3266)
NE4 of 10-116-72 in the amount of \$1,149.02 which are UNPAID. (Record #3294)
NW4 of 10-116-72 in the amount of \$1,061.48 which are UNPAID. (Record #3295)
SW4 of 12-116-72 in the amount of \$923.78 which are UNPAID. (Record #3305)

Subject to real estate taxes for 2024 tax year which are not yet due and payable.

11. Duties and obligations of that Conveyance of Easement for Waterfowl Management Rights, dated September 17, 1964, grants a perpetual easement to the United States of America, acting by and through the Secretary of the Interior, on fractional W2 of Sec 2-116-72 and NE4 of Sec 10-116-72. Recorded November 23, 1965 in Book 18 Misc., Page 257-258.
12. Duties and obligations of that Conveyance of Easement for Waterfowl Management Rights dated January 2, 1975, grants a perpetual easement to the United States of America, acting by and through the Secretary of the Interior as to NW4NW4 of Sec 4-116-72. Recorded April 2, 1975 in Book 21 Misc., Page 95.
13. Duties and obligations of that Conveyance of Easement for Waterfowl Management Rights dated June 20, 1975, grants a perpetual easement to the United States of America, acting by and through the Secretary of the Interior, as to Lots 1 and 2, S2NE4 and SE4 of Sec 3-116-72 and the SE4NW4 of Sec 10-116-72. Recorded October 2, 1975 in Book 21 Misc., Page 188.
14. Mid-Dakota Rural Water System, Inc., Right-of-Way Easement, granting to Mid-Dakota Rural Water System, Inc., a perpetual easement to 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 as to land described as SE4 of Sec 2-116-72 and the SW4 of Sec 12-116-72. Recorded August 3, 1999 in Book E-3, Page 89.
15. Duties and obligations of that Grant of Easement for Waterfowl Habitat Protection, dated May 20, 2019, executed by and between Cody J. Baloun aka Cody Baloun and Beth A. Baloun aka Beth Baloun, husband and wife and Mary Ann Baloun, to the United States of America, acting by and through the Secretary of the Interior as to Lots 3 and 4, S2NW4 and SE4 of Sec 2-116-72 and the SW4 of Sec 12-116-72. Recorded August 12, 2019 in Book 36 Misc., Page 10.
16. Duties and obligations of that Conveyance of Easement for Waterfowl Management Rights, dated May 20, 2019, executed by and between Cody J. Baloun aka Cody Baloun and Beth A. Baloun aka Beth Baloun, husband and wife and Mary Ann Baloun, to the United States of America, acting by and through the Secretary of the Interior as the SE4 of Sec 2-116-72. Recorded August 12, 2019 in Book 36 Misc., Page 18.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0248

SCHEDULE B, PART II
(Continued)

End of Schedule B.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0248

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information:

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics:

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons: We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track: Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites: FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information:

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed:

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information:

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information:

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "[California Privacy](#)" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

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Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ORIGINAL

1-1916
Rev. 1963

(22X11)

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Burton Baloun and Mary Ann Baloun, his wife, of Seneca, 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 (a)), 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 Five hundred Dollars (\$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. 116 N., R. 72 E., 5th P.M.
Sec. 2, fractional $\frac{1}{2}$
Sec. 10, NE $\frac{1}{4}$

Hyde 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 Burton Baloun at Seneca, 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: 8875

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 17th day of September, 1964.

Burton Baloun (L.S.)
Burton Baloun

Mary Ann Baloun (L.S.)
Mary Ann Baloun

____ (L.S.)

____ (L.S.)

____ (L.S.)
(Witness)

____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)

COUNTY OF Hyde) ss.

On this 17th day of September, in the year 1964, before me personally appeared Burton Baloun and Mary Ann Baloun, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (and) executed the same as their (and) free act and deed.

Donald J. Fitzgerald
Donald J. Fitzgerald
Notary Public
(Official Title)

(SEAL)

My commission expires May 20, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this NOV 17 1964 day of 19, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 IM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.50(1).

THE UNITED STATES OF AMERICA

By R. W. Burwell
/s/ R. W. Burwell
(Title) REGIONAL DIRECTOR
Bureau of Sport Fisheries and Wildlife, 1964

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 23rd day of November A.D., 1964 at 2:00 o'clock P.M., and was duly Recorded in book 18 Ms. on page 257-258.

(SEAL) Vivian Stingley
Register of Deeds

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Ray Baloun and Alice Baloun, his wife, of Seneca, South Dakota

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

WITNESSETH:

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

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

NOW, THEREFORE, for and in consideration of the sum of (\$ 7,800.00)

Seven Thousand and Eight Hundred----- Dollars, the parties of the first part do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within 61X months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of access thereto by authorized representatives of the United States:

T. 116 N., R. 72 W., 5th P.M.
section 4, lots 2, 3, 4, and S $\frac{1}{2}$ N $\frac{1}{2}$;
section 8, NE $\frac{1}{4}$;
section 16, SE $\frac{1}{4}$;
section 19, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
section 20, All;
section 21, NE $\frac{1}{4}$, SW $\frac{1}{4}$;
section 22, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
section 27, NE $\frac{1}{4}$;
section 28, NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
section 29, NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$.

Hyde 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, cable lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or recurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter recurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

Excepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the provisions of this easement. The above exceptions are shown on a map certified by the Regional Director at the time of acceptance.

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 Mr. Ray Baloun at Seneca, South Dakota 57473 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

4. Payment of the consideration will be made by a United States Treasury check after acceptance of this 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
2nd day of January, 1975.

_____(L.S.) Ray Baloun _____(L.S.)
Ray Baloun
_____(L.S.) Alice Baloun _____(L.S.)
Alice Baloun
_____(L.S.) _____(L.S.)
_____(L.S.) _____(L.S.)

ACKNOWLEDGEMENT

STATE South Dakota

COUNTY OF Hyde

On this 2nd day of January, in the year 1975, before me personally appeared

Ray Baloun and Alice Baloun, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (they) executed the same as their (their) free act and deed.

Patrick C. Russell
Patrick C. Russell
Notary Public
(Official Title)

(SEAL)

My commission expires 8/10/78

NOTARIAL SEAL

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this day of MAR 24 1975 19.

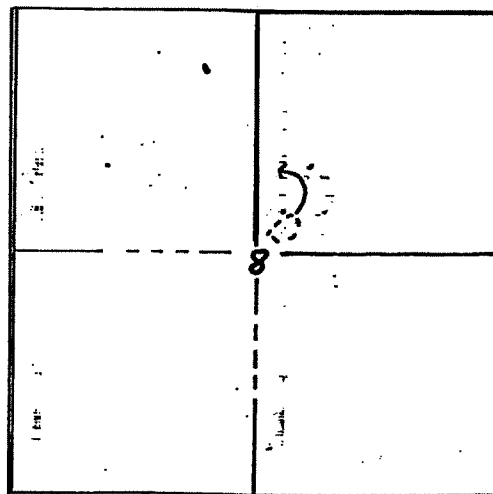
THE UNITED STATES OF AMERICA

By Harvey Willoughby
Harvey Willoughby
(Title) Deputy Regional Director
Bureau of Sport Fisheries and Wildlife
U. S. Fish and Wildlife Service

United States Department of the Interior
Fish and Wildlife Service
Bureau of Sport Fisheries and Wildlife
Branch of Realty

DRAINAGE FACILITY MAP

Saloun, Ray TRACT (102X, 1-7) 160 ACRES
WATERFOWL PRODUCTION AREA Hyde COUNTY South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED
DESCRIPTION:
T. 116 N., R. 72 W.
Sec. 8, NE 1/4.



I hereby certify that this map represents the excepted drainage ditches and/or deleted wetlands referred to in the easement agreement executed on Jan. 2, 1975 and accepted on MAR 24 1975 and that an exact duplicate was mailed to Ray Saloun on MAR 24 1975.

[Signature]
Area Manager



Wetlands Deleted from the Provisions of the Easement

Wetlands Drained...

Open Ditch

Scale - 1 mile

Map drawn by: *P.R.* Date: *2-5-75*

State of South Dakota) ss.
County of Hyde)
Office of Register of Deeds.

I hereby certify that the within instrument was filed in this office for record on the 2nd day of April A.D. 1975 at 1:00 o'clock P.M., and was duly Recorded in book 21 Ms on page 95.

(SEAL)

Duane N. Johnson
Register of Deeds

Form 5-1016
(Revised April 1970)

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Burton Baloun and Mary Ann Baloun, his wife, of Seneca, South Dakota and Frank P. Schmidt and Theresa M. Schmidt, his wife, of Righmore, 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, 1959 (73 Stat. 486, 16 U.S.C. sec. 7184 (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 (\$ 3,000.00)

Three Thousand----- Dollars, the parties of the first part do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within 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, a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of access thereto by authorized representatives of the United States:

T. 116 N., R. 72 W., 5th P.M. Hyde County, South Dakota
section 3, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
section 8, E $\frac{1}{2}$ SE $\frac{1}{4}$;
section 10, SE $\frac{1}{4}$ NW $\frac{1}{4}$.

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

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or recurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter recurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

excepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the provisions of this easement. The above exceptions are shown on a map certified by the Regional Director at the time of acceptance.

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
Burton Baloun
at
Seneca, South Dakota 57473
and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

2.a. Vendors agree that payment for this indenture shall be made to
Burton Baloun at Seneca, South Dakota 57473

14-16-0006-2251

3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

4. Payment of the consideration will be made by a United States Treasury check after acceptance of this 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
20th day of June, 1975.

_____(L.S.) Burton Baloun (L.S.)
Burton Baloun
_____(L.S.) Mary Ann Baloun (L.S.)
Mary Ann Baloun
_____(L.S.) Frank P. Schmidt (L.S.)
Frank P. Schmidt
_____(L.S.) Theresa M. Schmidt (L.S.)
Theresa M. Schmidt

ACKNOWLEDGEMENT

STATE South DakotaCOUNTY OF Hyde

On this 20th day of June, in the year 1975, before me personally appeared

Burton Baloun and Mary Ann Baloun, his wife, and
Frank P. Schmidt and Theresa M. Schmidt, 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.

Patrick C. Russell
Patrick C. Russell
Notary Public
(Official Title)
8/10/78

(SEAL)

NOTARIAL SEAL

My commission expires

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement
on behalf of the United States this day of SEP 26 1975

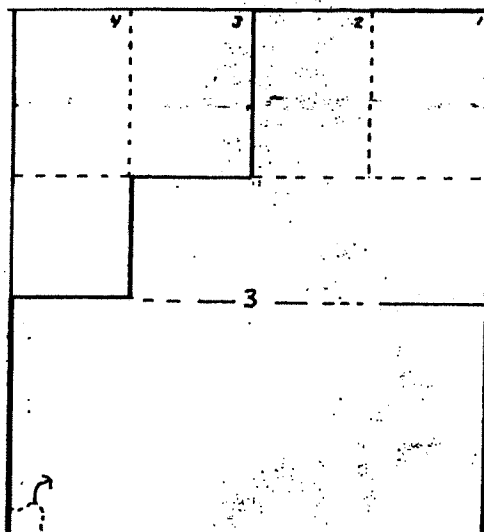
THE UNITED STATES OF AMERICA

By Frank R. Richardson
Frank R. Richardson
Acting Regional Director
(Title) Bureau of Sport Fisheries and Wildlife
U. S. Fish and Wildlife Service

United States Department of the Interior
Fish and Wildlife Service
Bureau of Sport Fisheries and Wildlife
Branch of Realty

DRAINAGE FACILITY MAP

Baloun et al, Burton TRACT (103X,1,2) 676.51 ACRES
WATERFOWL PRODUCTION AREA Hyde COUNTY South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED
DESCRIPTION:
T.116 N., R. 72 W.
section 3, lots 1, 2, S½, S½, S½, S½;



Lot Table	
Lot No.	Acres
1	58.26
2	58.25
3	58.25
4	58.24

I hereby certify that this map represents the excepted drainage ditches and/or deleted wetlands referred to in the easement agreement executed on June 28, 1975 and accepted on SEP 26 1975 and that an exact duplicate was mailed to Burton Baloun on SEP 26 1975.



Wetlands Deleted from the Provisions of the Easement

Wetlands Drained

Open Ditch

Scale - 4" = 1 mile

Map drawn by: P.R. Date: 6-23-75

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 2nd day of October A.D. 1975 at 10:45 o'clock A.M., and was duly Recorded in book 21 MS on page 188.

(SEAL)

Duane N. Johnson
Register of Deeds

PREPARED BY:
MID-DAKOTA RURAL WATER SYSTEM, INC.
608 WEST 14TH STREET • P.O. BOX 318, MILLER, SD 57362-0318
Phone: (605) 853-3159
RIGHT-OF-WAY EASEMENT

7- 262

KNOW ALL MEN BY THESE PRESENTS:

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Mid-Dakota Rural Water System, Inc., hereafter referred to as GRANTEE, to

Burton Baloun And Mary ANN Baloun

hereinafter referred to as GRANTOR, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, the GRANTOR, for GRANTOR's heirs, successors and assigns does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE and its successors and assigns a perpetual easement over, across, and through the land of the GRANTOR, situated in Hyde County, South Dakota, with the right to erect, construct, install and lay, and thereafter perpetually 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, said land being described as follows:

SW $\frac{1}{4}$ Of Section 12, SE $\frac{1}{4}$ of Section 2, And the SW $\frac{1}{4}$ of Section 2 all in
T116N R72W

together with right of ingress and egress over adjacent land of the GRANTOR, his heirs, successors and assigns for the purposes of this easement. The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on each side of the center line of the pipeline as constructed and insofar as possible, the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTOR.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his heirs, successors, and assigns by reason of the installation, operation, and maintenance of the structures or improvements referred to herein including, but not limited to loss of income. 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 heirs, 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 GRANTOR has executed this instrument this 2 day of Aug, 99.

Burton Baloun
Burton Baloun
Mary Ann Baloun
Mary Ann Baloun

STATE OF SOUTH DAKOTA)
COUNTY OF Hyde) ss

On this the 2 day of Aug, 1999, before me, Rennie Pechacek, the undersigned officer, personally appeared the above signed known to me or satisfactorily proven to be the person S whose name(s) are Burton Baloun and Mary Ann Baloun

subscribed to the within instrument and acknowledge that he executed the same for the purpose therein contained.
In witness whereof, I hereunto set my hand and official seal.



SEAL

Rennie Pechacek
Notary Public
My commission expires: Dec. 30 2004

State of South Dakota) ss.
County of Hyde)
Office of Register of Deeds

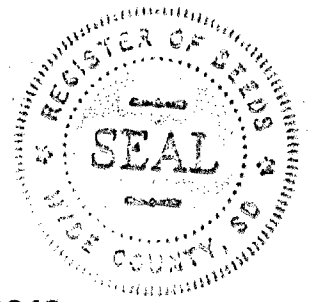
Filed for record the 3rd day of August, 1999 at 8:45 o'clock A.M.,
and Recorded in Book E-3 on page 89.

(S E A L)

Duane N. Johnson

Register of Deeds

Prepared By: U.S. Fish and Wildlife Service
Room 307, Federal Building
200 4th Street SW
Huron, SD 57350
(605) 352-7014



Book: 36 MS Page: 10 - 17 Doc: 20190242
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 8/12/2019 at 12:31 PM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

Grassland Easement
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE is by and between Cody J. Baloun, a.k.a. Cody Baloun and Beth A. Baloun, a.k.a. Beth Baloun, husband and wife, of 33550 173rd Street, Highmore, SD 57345; Mary Ann Baloun, a single person, of 17193 Ellisville Avenue, Highmore, SD 57345 hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH

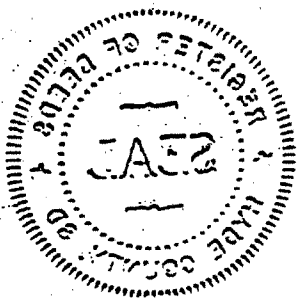
WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. §§ 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. §§ 718-718j; the Land and Water Conservation Fund Act of 1965, 16 U.S.C. § 460l-4 to 460l-11; the Fish and Wildlife Act of 1956, 16 U.S.C. §§ 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. §§ 3901-3932; the North American Wetlands Conservation Act, 16 U.S.C. §§ 4401-4412, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544, authorize the Secretary to acquire lands and waters, or interests therein, for the conservation, development, advancement, management, and protection of fish and wildlife species and resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of **** Four Hundred Ten Thousand Six Hundred Fifty and No/100**** Dollars (**\$410,650.00**), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, as described below, by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands described on Exhibit A are located within, and the aforementioned right of ingress and egress extends on, over, across and through any and all lands within the following-described legal subdivision(s) in Hyde County, State of South Dakota, to-wit:

T. 116 N., R. 72 W., 5th P.M.

Section 2, The south 450 feet of Lots 3 and 4, S½NW¼, the east 1,670 feet of the north 1,350 feet of the SW¼ EXCEPT the north 200 feet of the west 1,250 feet thereof and EXCEPT the south 450 feet of the east 450 feet thereof, SE¼ EXCEPT the south 1,250 feet of the west 680 feet and EXCEPT the west 1,100 feet of the south 232 feet lying east of the west 680 feet thereof;



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Section 3, SW¼ EXCEPT the north 800 feet of the east 450 feet of the west 1,500 feet;

Section 11, the east 775 feet of the west 1,225 feet of the NE¼ EXCEPT the north 455 feet of the west 365 feet thereof and EXCEPT the south 985 feet of the north 1,925 feet thereof and EXCEPT the south 375 feet of the west 250 feet thereof, that portion of the NE¼ lying east of the west 1,225 feet EXCEPT the south 495 feet of the east 495 feet thereof;

Section 12, SW¼.

SUBJECT, however, to all statutory rights-of-way and other valid existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights including sand and gravel, but not including soil, clay or scoria, unless and to the extent rights to mine such materials have vested in third parties prior to the date hereof.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary; provided, however, that such acceptance must be made within 12 calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or persons claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.
4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

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

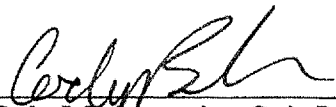
It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

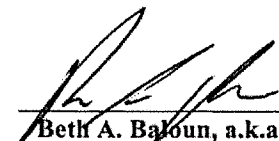
It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

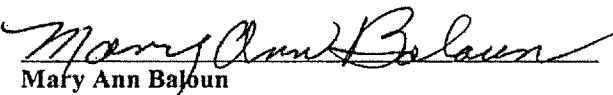
SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the United States, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:
Cody J. Baloun, 33550 173rd Street, Highmore, SD 57345
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.
- 4a. Landowners agree that payment is to be made to Cody J. Baloun and Beth A. Baloun.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 20th day of May in the year 2019.


Cody J. Baloun, a.k.a. Cody Baloun

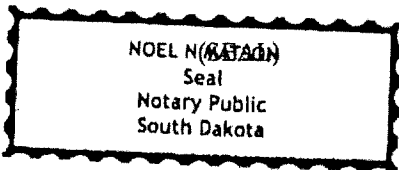

Beth A. Baloun, a.k.a. Beth Baloun


Mary Ann Baloun

ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Hyde) §§

On this 20th day of May in the year 20 19 before me personally appeared
Cody J. Baloun, a.k.a. Cody Baloun and Beth A. Baloun, a.k.a. Beth Baloun, husband and wife, of 33550
173rd Street, Highmore, SD 57345; Mary Ann Baloun, a single person, of 17193 Ellisville Avenue, Highmore,
SD 57345 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.



Notary Public: [Signature]

My commission expires: 5/21/25

ACCEPTANCE

The Secretary, acting by and through the Secretary's authorized representative, has executed this agreement
on behalf of the United States this _____ day of JUN 12 2019, 20____.

THE UNITED STATES OF AMERICA

By: [Signature]

Title: _____

Chief, Division of Realty

U.S. Fish and Wildlife Service

MOORE WATSON
1892
Notary Public
South Dakota

WATSON (1892 to 1894)

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

TRACT: 220G-1-3 (215C, 1-3)
BLM 6-3-19

Map: 1 of 4

WILDLIFE MANAGEMENT AREA Hyde County, State of South Dakota

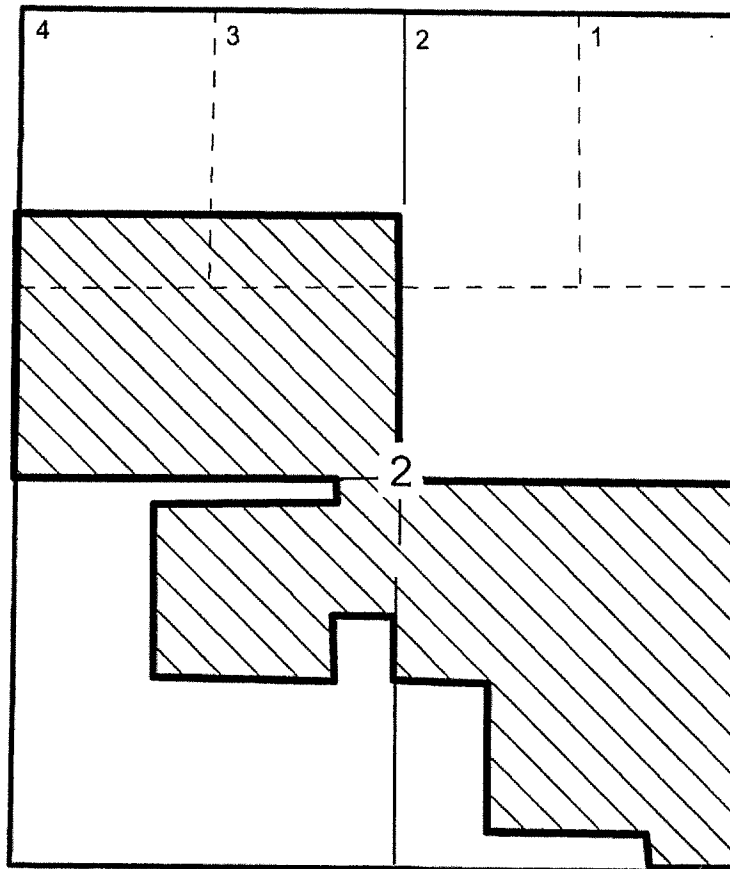
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 116 N., R. 72 W., 5th Principal Meridian

Section 2, The south 450 feet of Lots 3 and 4, S½NW¼, the east 1,670 feet of the north 1,350 feet of the SW¼
EXCEPT the north 200 feet of the west 1,250 feet thereof and EXCEPT the south 450 feet of the east 450 feet thereof,
SE¼ EXCEPT the south 1,250 feet of the west 680 feet and EXCEPT the west 1,100 feet of the south 232 feet lying
east of the west 680 feet thereof.

Lot Table

No.	Acres
1.	58.24
2.	58.24
3.	58.23
4.	58.23



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a Wildlife Management Area.

Cody J. Baloun
Cody J. Baloun, a.k.a. Cody Baloun

Beth A. Baloun
Beth A. Baloun, a.k.a. Beth Baloun

Mary Ann Baloun
Mary Ann Baloun

Legend:



Boundary of Easement Description

Lands covered by provisions of the easement

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

TRACT: 220G, 1-3 (2150, 1-3)
Exc
6-3-18

Map: 2 of 4

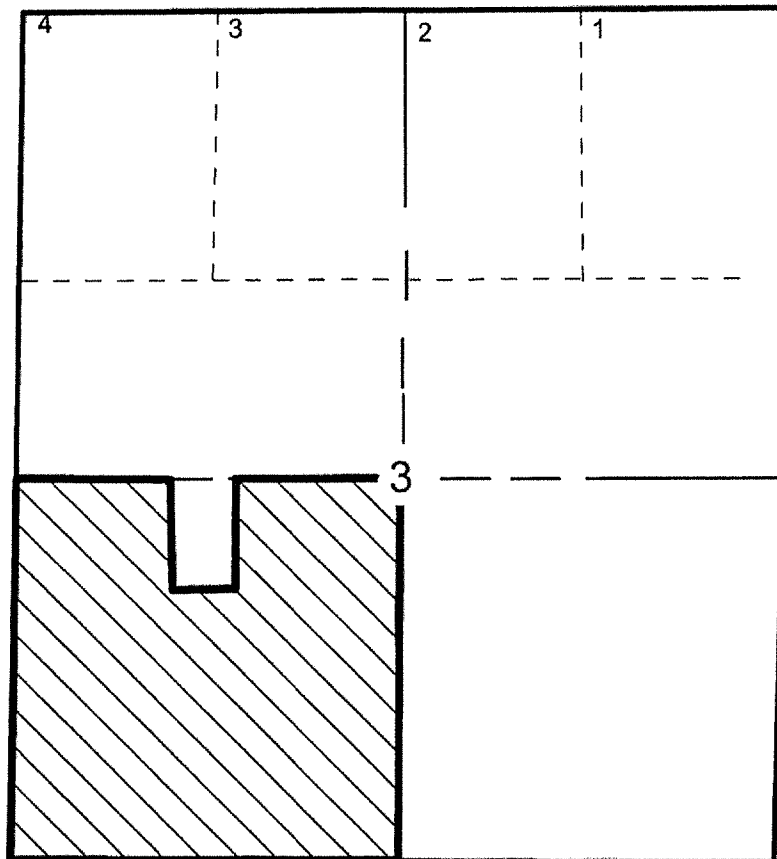
WILDLIFE MANAGEMENT AREA Hyde County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 116 N., R. 72 W., 5th Principal Meridian

Section 3, SW¼ EXCEPT the north 800 feet of the east 450 feet of the west 1,500 feet.

Lot Table

No.	Acres
1.	58.26
2.	58.25
3.	58.25
4.	58.24



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a Wildlife Management Area.

Cody J. Baloun
Cody J. Baloun, a.k.a. Cody Baloun

Beth A. Baloun
Beth A. Baloun, a.k.a. Beth Baloun

Mary Ann Baloun
Mary Ann Baloun

Legend:

- Boundary of Easement Description
- Lands covered by provisions of the easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019

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

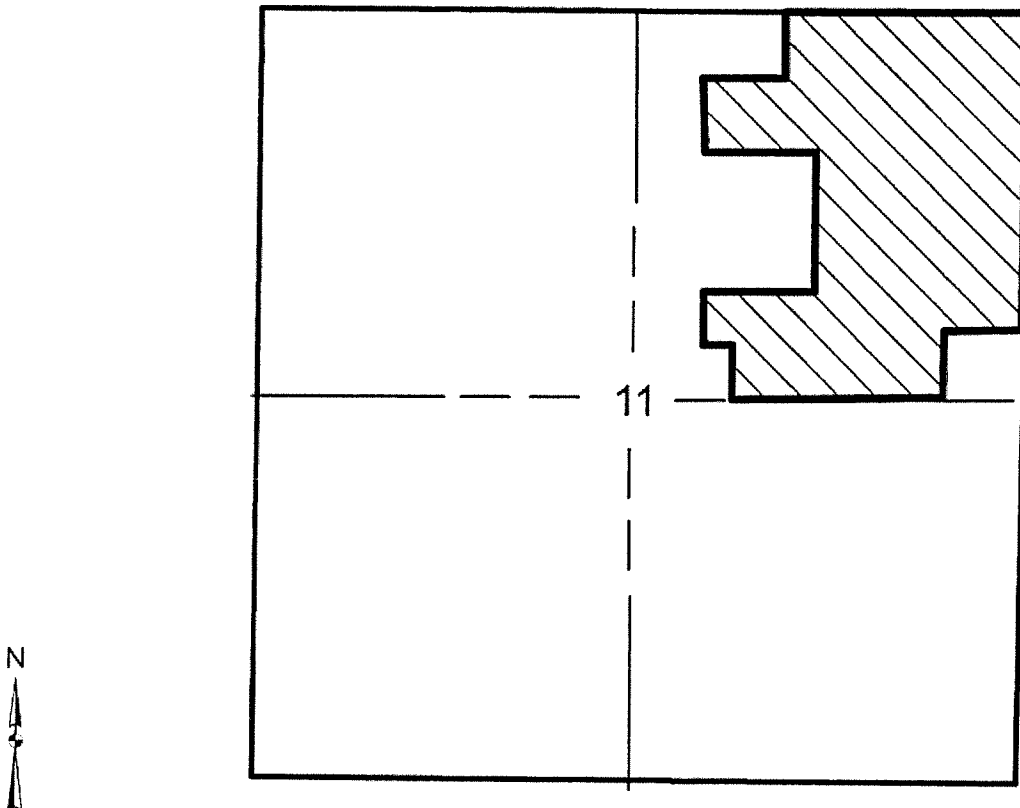
TRACT: 220G-1-3 (215C, 1-3)
OK 6-3-18

Map: 3 of 4

WILDLIFE MANAGEMENT AREA Hyde County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

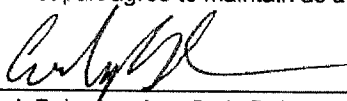
T. 116 N., R. 72 W., 5th Principal Meridian

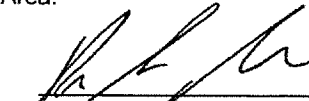
Section 11, the east 775 feet of the west 1,225 feet of the NE $\frac{1}{4}$ EXCEPT the north 455 feet of the west 365 feet thereof and EXCEPT the south 985 feet of the north 1,925 feet thereof and EXCEPT the south 375 feet of the west 250 feet thereof, that portion of the NE $\frac{1}{4}$ lying east of the west 1,225 feet EXCEPT the south 495 feet of the east 495 feet thereof.



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a Wildlife Management Area.


Cody J. Baloun, a.k.a. Cody Baloun


Beth A. Baloun, a.k.a. Beth Baloun


Mary Ann Baloun

Legend:



Boundary of Easement Description

Lands covered by provisions of the easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019

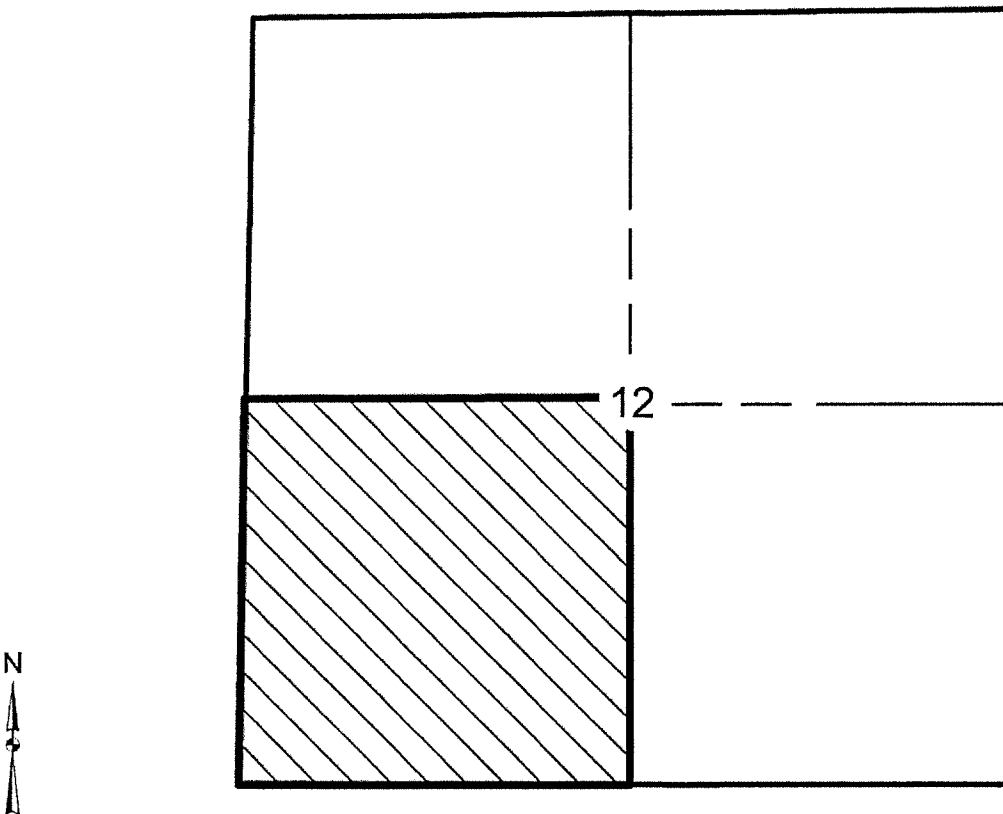
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 220G, 1-3 (215C, 1-3)
REV. 6-3-18

Map: 4 of 4

WILDLIFE MANAGEMENT AREA Hyde County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 116 N., R. 72 W., 5th Principal Meridian
Section 12, SW¼.



Scale: 4" = 1 mile

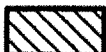
This map delineates lands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a Wildlife Management Area.

Cody J. Baloun
Cody J. Baloun, a.k.a. Cody Baloun

Beth A. Baloun
Beth A. Baloun, a.k.a. Beth Baloun

Mary Ann Baloun
Mary Ann Baloun

Legend:

- Boundary of Easement Description
 Lands covered by provisions of the easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019

FEE BOOK ✓

RECORDED ✓

COMPARED ✓

INDEXED ✓

GRANTOR ✓

GRANTEE ✓

Prepared By: U.S. Fish and Wildlife Service
Room 307, Federal Building
200 4th Street SW
Huron, SD 57350
(605) 352-7014



Book: 36 MS Page: 18 - 21 Doc: 20190243
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 8/12/2019 at 12:32 PM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

Form 3-1916
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Cody J. Baloun, a.k.a. Cody Baloun and Beth A. Baloun, a.k.a. Beth Baloun, husband and wife, of 33550 173rd Street, Highmore, SD 57345; Mary Ann Baloun, a single person, of 17193 Ellisville Avenue, Highmore, SD 57345 hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH:

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. § § 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. § § 718-718j, the Land and Water Conservation Fund Act, 16 U.S.C. § 460/-4 to 460/-11, the Fish and Wildlife Act of 1956, 16 U.S.C. § § 742a-742j, the Emergency Wetlands Resources Act of 1986, 16 U.S.C. § § 3901-3932, the North American Wetlands Conservation Act, 16 U.S.C. § § 4401-4412, and the Endangered Species Act, 16 U.S.C. § § 1531-1544, authorize the Secretary to acquire small wetland or pothole areas suitable for use as waterfowl production areas, and

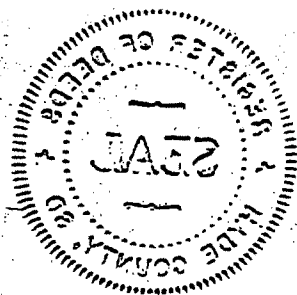
WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas,

NOW, THEREFORE, for and in consideration of the sum of ****Two Thousand One Hundred Twenty Five and no/100 ** Dollars (\$2,125.00)**, the Grantors do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary which acceptance must be made within **12** months of the execution of this indenture by the Grantor, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement **in perpetuity**, or right of use for the maintenance of the land described below as a waterfowl production area, including the right of ingress to and egress on, over, across and through any and all lands as described below by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose.

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

T. 116 N., R. 72 W., 5th P.M.

Section 2, SE¼ EXCEPT the south 1,250 feet of the west 680 feet and EXCEPT the west 1,100 feet of the south 232 feet lying east of the west 680 feet thereof.



STATE OF DELAWARE
DEPARTMENT OF REVENUE

NOTICE TO TAXPAYER
The Department of Revenue has received information from the Internal Revenue Service that you have been selected for an audit of your 1961 income tax return. The audit will be conducted by the Delaware Department of Revenue. You are hereby notified that you must cooperate with the audit and provide all necessary information and documents. Failure to do so may result in the assessment of penalties and interest.

1-2-62
The Department of Revenue has received information from the Internal Revenue Service that you have been selected for an audit of your 1961 income tax return. The audit will be conducted by the Delaware Department of Revenue. You are hereby notified that you must cooperate with the audit and provide all necessary information and documents. Failure to do so may result in the assessment of penalties and interest.

1-2-62
The Department of Revenue has received information from the Internal Revenue Service that you have been selected for an audit of your 1961 income tax return. The audit will be conducted by the Delaware Department of Revenue. You are hereby notified that you must cooperate with the audit and provide all necessary information and documents. Failure to do so may result in the assessment of penalties and interest.

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

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

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

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.
- 1a. **Vendors, successors and assigns relinquish all interest in Vested Drainage Rights appurtenant to wetlands on attached Exhibit A.**
- 1b. **The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.**
2. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to
Cody J. Baloun, 33550 173rd Street, Highmore, SD 57345
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.
- 4a. **Landowners agree that payment is to be made to Cody J. Baloun and Beth A. Baloun.**

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 20th day of May, 20 19.

Cody J. Baloun
Cody J. Baloun, a.k.a. Cody Baloun

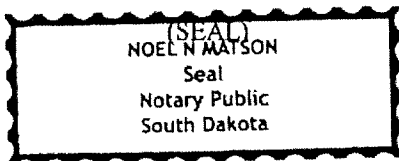
Beth A. Baloun
Beth A. Baloun, a.k.a. Beth Baloun

Mary Ann Baloun
Mary Ann Baloun

ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Hyde) §§

On this 20th day of May in the year 20 19 before me personally appeared Cody J. Baloun, a.k.a. Cody Baloun and Beth A. Baloun, a.k.a. Beth Baloun, husband and wife, of 33550 173rd Street, Highmore, SD 57345; Mary Ann Baloun, a single person, of 17193 Ellisville Avenue, Highmore, SD 57345 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.



Notary Public: [Signature]

My commission expires: 5/21/25

ACCEPTANCE

The Secretary of the Interior, acting by the through his authorized representative, has executed this agreement on behalf of the United States this _____ day of JUN 12 2019.

THE UNITED STATES OF AMERICA

By: [Signature]

Title: Chief, Division of Realty
U.S. Fish and Wildlife Service

1946

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[Faint handwritten text]

[Faint handwritten text]

NOTARY PUBLIC
2691
NORCE M. WATSON
South Dakota

[Faint handwritten text]

[Faint handwritten text]

NOTARY PUBLIC

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

TRACT: 220X 215C X
CW 6-4-19

Map: 1 of 1

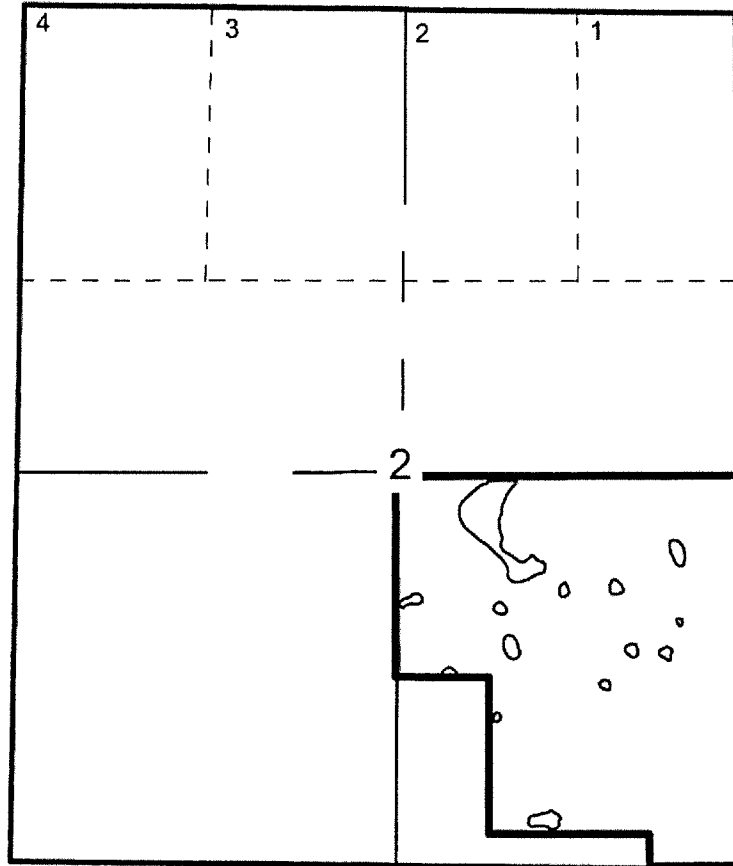
WATERFOWL PRODUCTION AREA Hyde County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 116 N., R. 72 W., 5th Principal Meridian

Section 2, SE¼ EXCEPT the south 1,250 feet of the west 680 feet and EXCEPT the west 1,100 feet of the south 232 feet lying east of the west 680 feet thereof.

Lot Table

No.	Acres
1.	58.24
2.	58.24
3.	58.23
4.	58.23



This map delineates wetlands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

Cody J. Baloun
Cody J. Baloun, a.k.a. Cody Baloun

Beth A. Baloun
Beth A. Baloun, a.k.a. Beth Baloun

Mary Ann Baloun
Mary Ann Baloun

Legend:

- Boundary of Easement Description
- Wetlands Covered by Provisions of the Easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019

FEE BOOK ✓

RECORDED ✓
COMPARED ✓
INDEXED ✓
GRANTOR —
GRANTEE —

CODY J BALOUN
33550 173RD ST
HIGHMORE SD 57345-

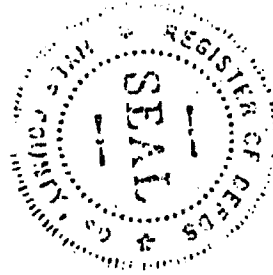
BILL	NAME / ADDRESS / LEGAL	Record #	TOTAL TAX \$	Payment Amounts	Paid Interest \$	Paid Adv/Cert	Paid Date	Treasurer Receipt #	Amount Owed
199	CODY J BALOUN	3255	1,469.38	1st	734.69	.00	.00	0	
2024	1 33550 173RD ST HIGHMORE SD 57345- 34-2 2 116 72			2nd	734.69	.00	.00	0	
	NW4 2-116-72 196.46 ACRES Acres: 196.46 Total Taxable Value: 283,665.00								
201	CODY BALOUN	3257	782.94	1st	391.47	.00	.00	0	
2024	1 33550 173RD ST HIGHMORE SD 57345- 34-2 2 116 72			2nd	391.47	.00	.00	0	
	SE4 2-116-72 149.96 ACRES Acres: 149.96 Total Taxable Value: 151,150.00								
202	CODY J BALOUN	3258	1,201.78	1st	600.89	.00	.00	0	
2024	1 33550 173RD ST HIGHMORE SD 57345- 34-2 3 116 72			2nd	600.89	.00	.00	0	
	NE4 3-116-72 196.51 ACRES Acres: 196.51 Total Taxable Value: 232,002.00								
203	CODY J BALOUN	3262	1,001.62	1st	500.81	.00	.00	0	
2024	1 33550 173RD ST HIGHMORE SD 57345- 34-2 3 116 72			2nd	500.81	.00	.00	0	
	SE4 3-116-72 160.00 ACRES Acres: 160.00 Total Taxable Value: 193,362.00								
204	CODY J BALOUN	3266	515.44	1st	257.72	.00	.00	0	
2024	1 33550 173RD ST HIGHMORE SD 57345- 34-2 4 116 72			2nd	257.72	.00	.00	0	
	E 1190' & N 510' OF E 200' OF NW4 4-116-72 74.60 ACRES Acres: 74.60 Total Taxable Value: 99,506.00								
205	CODY J BALOUN	3294	1,149.02	1st	574.51	.00	.00	0	
2024	1 33550 173RD ST HIGHMORE SD 57345- 34-2 10 116 72			2nd	574.51	.00	.00	0	
	NE4 10-116-72 159.00 ACRES Acres: 159.00 Total Taxable Value: 221,821.00								
206	CODY J BALOUN	3295	1,061.48	1st	530.74	.00	.00	0	
2024	1 33550 173RD ST								

HYDE COUNTY TREASURER
TAX RECEIPTS HISTORY

BILL	NAME / ADDRESS / LEGAL				Record #	TOTAL TAX \$	Payment Amounts	Paid Interest \$	Paid Adv/Cert	Paid Date	Treasurer Receipt #	Amount Owed
	HIGHMORE SD 57345-											
	34-2	10	116	72		2nd	530.74	.00	.00		0	
	NW4 10-116-72 160.00 ACRES											
	Acres:	160.00	Total Taxable Value:			204,917.00						
207	CODY J BALOUN				3305	923.78	1st	461.89	.00	.00		0
2024	1	33550 173RD ST										
	HIGHMORE SD 57345-											
	34-2	12	116	72		2nd	461.89	.00	.00		0	
	SW4 12-116-72 157.97 ACRES											
	Acres:	157.97	Total Taxable Value:			178,337.00						
GRAND TOTAL:							8,105.44	# OF PARCELS:			8	
						Original Taxes Due	Taxes Paid	Interest Paid	Advertising /Cert. Paid	Grand Total Paid		
						8,105.44	.00	.00	.00	.00		

AS OF MARCH 7, 2024.

Prepared by:
Thomas Hart
RITER, ROGERS, WATTIER &
NORTHROP, LLP
Attorneys at Law
319 S. Coteau - P. O. Box 280
Pierre, SD 57501
(605) 224-5825



Book: 64 DEEDS Page: 67 Doc: 20140133
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 4/15/2014 at 11:15 AM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

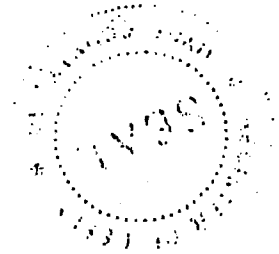
QUIT CLAIM DEED

Burton Baloun, of 17193 Ellisville Avenue, Highmore, SD 57345 and Perry Baloun, of 17484 South Dakota Highway 47, Highmore, SD 57345, collectively herein Grantors, for good and valuable consideration, hereby convey and quit claim to Cody Baloun, an individual, Grantee, of 33550 173rd Street, Highmore, SD 57345, all of Grantors interest in the following described real estate in Hyde County, State of South Dakota, including any after-acquired title:

The Southeast Quarter of Section Number Two (2), in Township Number One Hundred Sixteen (116) North, Range Number Seventy-two (72), West of the Fifth Principal Meridian, containing One Hundred Sixty and no/100 (160) acres, more or less, subject to 1.02 acres for highway right-of-way according to the United States Government survey, and as appears from the plats and records of said lands now on file in the Office of the Commissioner of School and Public Lands reserving, however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDCL 5-4-2, and subject to reservations and rights relating to deposits of coal, ores, metals and other minerals, asphaltum, oil, gas and other like substances, provided by SDCL 5-7-3 to 5-7-6, inclusive, and SDCL 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

542

Prepared by:
Gregory G. Rediger
Attorney at Law
117 East Third Street
P.O. Box 12
Miller, South Dakota 57362
(605) 853-2125



Book: 64 DEEDS Page: 538 - 539 Doc: 20160085
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 3/17/2016 at 10:40 AM

Connie Konrad, Register of Deeds

A handwritten signature in cursive script, appearing to read "Connie Konrad".

By _____, Deputy

WARRANTY DEED

BMA Baloun Family Limited Partnership, grantor, of 17193 Ellisville Avenue,
Highmore, Hyde County, State of South Dakota 57345;

for and in consideration of One Dollar and other good and valuable consideration,
grant, convey, and warrant to Cody J. Baloun, grantee, of 33550 173rd Street, Highmore,
South Dakota 57345;

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

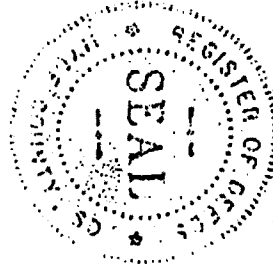
The Southwest Quarter (SW¹/₄) of Section Twelve (12)
in Township One Hundred Sixteen (116) North,
Range Seventy-two (72), West of the 5th P.M.;
subject to easements and reservations of record.

Exempt from transfer fee pursuant to SDCL 43-4-22(16).

**EXEMPT FROM
TRANSFER FEE**

Handwritten text "SW 12" in a cursive script, indicating the Southwest Quarter of Section 12.

Prepared by:
Gregory G. Rediger
Attorney at Law
117 East Third Street
P.O. Box 12
Miller, South Dakota 57362
(605) 853-2125



Book: 64 DEEDS Page: 626 - 627 Doc: 20160252
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$56.00
Filed for record on 7/18/2016 at 11:15 AM

Connie Konrad, Register of Deeds *Connie Konrad*

By _____, Deputy

WARRANTY DEED

BMA Baloun Family Limited Partnership, grantor, of 17193 Ellisville Avenue,
Highmore, Hyde County, State of South Dakota 57345;

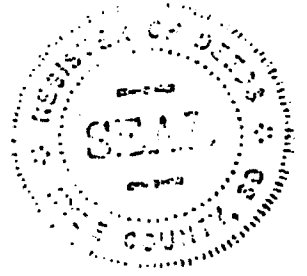
for and in consideration of One Dollar and other good and valuable consideration,
grants, conveys, and warrants to Cody J. Baloun, grantee, of 33550 173rd Street,
Highmore, South Dakota 57345;

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

The East 1,190 feet of the Northwest Quarter (NW¼),
less the East 200 feet of said quarter;
and the North 510 feet of the East 200 feet of the
Northwest Quarter (NW¼) of Section Four (4),
in Township One Hundred Sixteen (116) North,
Range Seventy-two (72), West of the 5th P.M.;
subject to easements and reservations of record and
Conveyance of Easement for Waterfowl Management Rights.

TRANSFER FEE PAID \$ 56.⁰⁰

Prepared by:
Gregory G. Rediger
Attorney at Law
117 East Third Street
P.O. Box 12
Miller, South Dakota 57362
(605) 853-2125



Book: 65 DEEDS Page: 458 - 459 Doc: 20180164
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 5/23/2018 at 9:45 AM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

WARRANTY DEED

Burton Baloun and Mary Ann Baloun, husband and wife, grantors, of
17193 Ellisville Avenue, Highmore, Hyde County, State of South Dakota 57345;

for and in consideration of One Dollar and other good and valuable consideration,
grant, convey, and warrant to Cody J. Baloun, grantee, of 33550 173rd Street, Highmore,
South Dakota 57345;

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

The Northwest Quarter (NW¼) of Section Two (2),
the East Half (E½) of Section Three (3),
and the North Half (N½) of Section Ten (10),
in Township One Hundred Sixteen (116) North,
Range Seventy-two (72), West of the 5th P.M.;
subject to easements and reservations of record.

Exempt from transfer fee pursuant to SDCL 43-4-22(16).

**EXEMPT FROM
TRANSFER FEE**

NW 2
E2 3