

COMMITMENT FOR TITLE INSURANCE ISSUED BY



NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Dakota Homestead Title Insurance Company, a South Dakota 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 Policy Amount 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.

IN WITNESS WHEREOF, Dakota Homestead Title Insurance Company has caused its Corporate Name and Seal to be hereunto affixed this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company on the date shown in Schedule A.

Issued by:


Brookings County Title Co.
1024 6th Street, Suite B
Brookings, SD 57006
(605)696-0100

Authorized Signatory

DAKOTA  HOMESTEAD
TITLE INSURANCE COMPANY

315 S. Phillips Avenue
Sioux Falls, SD 57104
(605)336-0388



By: 
PRESIDENT

By: 
SECRETARY

ALTA Commitment (Adopted 08.01.2016)

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This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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. ARBITRATION (Not Applicable in SD, NE, MO or KS)

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

Dakota Homestead Title Insurance Company

SCHEDULE A

Address reference (not applicable to coverage):

Ag Land Bruce, SD 57220

Office File Number: 01-20-00910

1. Commitment Date: September 3, 2020 at 07:30 AM
2. Policy or policies to be issued:
 - a. ALTA Own. Policy (06/17/06)
☐ Standard Coverage ☐ Extended Coverage
Proposed Insured: TBD
Proposed Policy Amount:
 - b. ALTA Loan Policy (06/17/06)
☐ Standard Coverage ☐ Extended Coverage
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Vance Goodfellow
5. The Land is described as follows:
Lots One "A" (1A) And Two "A" (2A) of Goodfellow Addition in the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Eighteen (18), Township One Hundred Eleven (111) North, Range Fifty-one (51) West of the 5th P.M., Brookings County, South Dakota.

Dakota Homestead Title Insurance Company

By:

**Brookings County Title Co.**1024 6th Street, Suite B, Brookings, SD 57006
(605)696-0100

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Dakota Homestead Title Insurance Company

SCHEDULE B - PART I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If it is desired that any liens listed on Schedule B - Part II not be shown on the final policy to be issued, we require a satisfaction release for each lien be obtained and duly filed for record.
6. A Satisfaction from USAA Federal Savings Bank must be recorded for the Mortgage executed by Vance Goodfellow given to USAA Federal Savings Bank, in the amount of \$100,000.00, recorded April 14, 2008 in Book 306 of Mortgages, Page 515.

END OF SCHEDULE B - PART I

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SCHEDULE B - PART II
EXCEPTIONS
(Continued)

10. Conditions, Reservations and Provisions contained in any United States or State Patent, or any applicable enabling acts.
11. Address noted on Schedule A hereof is for reference only and is not applicable to coverage.
12. Real Estate Taxes for 2019 payable in 2020 as shown below, Real Estate Taxes for all subsequent years, and any Special Assessments hereafter levied. (1st installment due April 30 & 2nd installment due October 31)
Parcel/Record No. 141401115118102: 1st ½: \$318.66 paid; 2nd ½: \$318.66 paid
13. Real Estate Taxes for 2019 payable in 2020 as shown below, Real Estate Taxes for all subsequent years, and any Special Assessments hereafter levied. (1st installment due April 30 & 2nd installment due October 31)
Parcel/Record No. 141401115118102: 1st ½: \$2,565.77 paid; 2nd ½: \$2,565.77 paid
14. Subject to all private, public, and/or utility easements, public roadway right-of-ways, and rights of third parties, if any, created or depicted by the plat recorded in Book 38 of Plats, Page 6, or now in use.
15. Right to Farm Notice Covenant. Dated January 31, 2020 and recorded March 10, 2020 in Book 190 of Miscellaneous, Page 375.
16. Right to Farm Notice Covenant. Dated November 30, 2015 and recorded December 15, 2015 in Book 185 of Miscellaneous, Page 2490.
17. Right of Way Easement. Dated July 8, 2009 and recorded August 20, 2009 in Book 179 of Miscellaneous, Page 2449.
18. Easement. Dated August 15, 2005 and recorded September 2, 2005 in Book 175 of Miscellaneous, Page 2029.
19. Subordination Agreement and Limited Lien Waiver Covservation Easement. Dated November 5, 1991 and recorded November 5, 1991 in Book 124 of Miscellenaous, Page 479.
20. Reservations held within Quit Claim Deed from United States Department of Agriculture Farmers Home Administration to Doris Goodfellow. Dated April 25, 1989 and recorded May 10, 1989 in Book 112 of Deeds, Page 765.
21. Vested Drainage Right. Dated October 18, 1988 and recorded October 18, 1988 in Book 116 of Miscellaneous, Page 214.
22. Brookings County Commissioners meeting notes. Dated November 22, 1988 and recorded December 2, 1988 in Book 116 of Miscellaneous, Page 460.
23. Subject to the public in and to statutory section line right of way.

Note: Please review the Requirements found on Schedule B-1. Requirements not met may result in additional Special Exceptions on your Final Title Policy, including but not limited to any Special Exceptions listed below.

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Adopted 6-17-06 Revised 08-01-2016

(01-20-00910.PFD/01-20-00910/7)

Dakota Homestead Title Insurance Company

SCHEDULE B - PART II
ALTA COMMITMENT**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing lien 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 notices of such proceedings, whether or not shown by the records of such agency or by the public records.

*****Standard Exceptions 1-7 above will not appear upon the final Extended Coverage Lender's Policy.

SPECIAL EXCEPTIONS:

8. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easements granted or reserved along therewith or arising by operation of law.
9. No search of the records on file at the Office of the South Dakota Secretary of State has been or will be conducted in connection with any of the land described in Schedule A and any such records and/or their effect on title to said land are hereby excluded from coverage hereunder.

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Adopted 6-17-06 Revised 08-01-2016

(01-20-00910.PFD/01-20-00910/7)

SCHEDULE B - PART II
EXCEPTIONS
(Continued)

END OF SCHEDULE B - PART II

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Adopted 6-17-06 Revised 08-01-2016

(01-20-00910.PFD/01-20-00910/7)

Prepared by Brookings County Zoning Office
520 3rd St, Suite 200
Brookings, SD 57006

259220



STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS

FILED THIS DEC 15 2015

AT 3:00 O'CLOCK P.M. BOOK 185 PAGE 2490

Beverly Chapman
REGISTER OF DEEDS

198

RIGHT TO FARM NOTICE COVENANT

You are hereby notified that the property you are constructing a new residence, stick-built, modular or manufactured, or modifying an existing residence, described in the Legal Description below, that is in or near agricultural land, agricultural operations or agricultural processing facilities or operations. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facility operations. Agricultural operations may include, but are not limited to, the following: the cultivation, harvesting, and storage of crops; livestock production; ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State, and County laws. Discomforts and inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents, and/or the operation of machinery (including aircraft) during and 24-hour period. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomforts as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. You are also notified that there is the potential for agricultural or agricultural processing operations to expand. This notification shall extend to all landowners, their heirs and successors or assigns.

Legal Description:

*Lot 2 Goodfellow Additions in N 1/2 of the
NE 1/4 of Section 18, T11N, R51W of the
5th P.M. Brookings County, South Dakota*

IN WITNESS WHEREOF, the Grantors have executed this instrument on Nov. 30, 2015.

Vance Goodfellow
Signature, Grantor

Signature, Grantor

Vance Goodfellow
Print, Grantor

Print Grantor

STATE OF SOUTH DAKOTA

SS:

COUNTY OF BROOKINGS

This instrument was acknowledged before me on November 30, 2015 by

Vance Goodfellow
(Grantors).

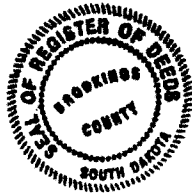
Richard L. Haugen Notary Public

My Commission Expires: October 6th 2018



281982

Prepared by Brookings County Zoning Office
520 3rd St, Suite 200
Brookings, SD 57006



STATE OF SOUTH DAKOTA } ss
Brookings County
Filed for Record on 3/10/2020 at 11:55 AM
and Recorded in Book M1190 Pg 375
FRMC Document #FB281982
Recording Fee: \$30.00 Page: 1 of 1

Dorey Chapman, Register of Deeds
By _____ Deputy

✓ RIGHT TO FARM NOTICE COVENANT

You are hereby notified that the property you are constructing a new residence, stick-built, modular or manufactured, or modifying an existing residence, described in the Legal Description below, that is in or near agricultural land, agricultural operations or agricultural processing facilities or operations. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facility operations. Agricultural operations may include, but are not limited to, the following: the cultivation, harvesting, and storage of crops; livestock production; ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State, and County laws. Discomforts and inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents, and/or the operation of machinery (including aircraft) during a 24-hour period. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomforts as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. You are also notified that there is the potential for agricultural or agricultural processing operations to expand. This notification shall extend to all landowners, their heirs and successors or assigns.

Legal Description: Lots 1A and 2A of Goodfellow Addition in the N 1/2 of the NE 1/4 of
Section 18, T111N, R51W, of the 5th P.M., Brookings County, South Dakota.

IN WITNESS WHEREOF, the Grantors have executed this instrument on 31 January, 2020.

Vance Goodfellow
Signature, Grantor

Signature, Grantor

Vance Goodfellow
Print, Grantor

Print Grantor

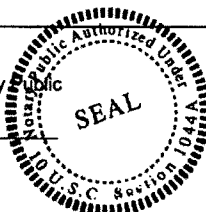
NEW MEXICO
STATE OF ~~SOUTH DAKOTA~~
BERNALILLO SS:
COUNTY OF ~~BROOKINGS~~

This instrument was acknowledged before me on 31 January, 2020 by

VANCE GOODFELLOW
(Grantors).

[Signature] Notary Public

My Commission Expires: INDEFINITE



Prepared by: Alan Glover, Attorney at Law
415 Eighth St. S.
Brookings, SD 57006
605-692-7775

22117

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS



FILED THIS AUG 20 2009

AT 9:50 O'CLOCK A.M. BOOK 179 PAGE 2449
Beverly Chapman
REGISTER OF DEEDS

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

Vance Goodfellow

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

NW1/4NE1/4 of section 18 T111 R51 west of the fifth pm, County of Brookings, State of South Dakota

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

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

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

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

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

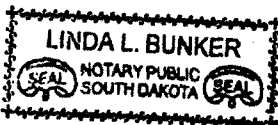
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 8 day of July, 2007.

(sign here) Lance Diefelder (SEAL)
(sign here) _____ (SEAL)

STATE OF SOUTH DAKOTA)
County of Sioux Falls)ss

On this the 8 day of July, 2007, before me Linda L. Bunker
the undersigned officer, personally appeared Lance Diefelder
known to me or satisfactorily proven to be the person whose name is subscribed to the
within instrument and acknowledged that he executes the same for the purposes therein
contained.

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



Linda L. Bunker
Notary Public, State of South Dakota
My Commission Expires: 8-1-2011

(extra notary section, if needed)

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this _____ day of _____, 20____.

(sign here) _____ (SEAL)
(sign here) _____ (SEAL)

STATE OF _____)
County of _____)ss

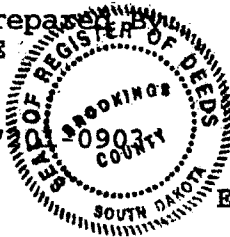
On this the _____ day of _____, 20____, before me _____ the
undersigned officer, personally appeared _____
known to me or satisfactorily proven to be the person whose name _____ subscribed to the
within instrument and acknowledged that he executes the same for the purposes therein
contained.

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

Notary Public, State of _____
My Commission Expires: _____

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS

This Instrument Prepared by
BURNS LAW OFFICE
P. O. Box 903
16 East Kemp
Watertown, SD 57057
(605) 886-5885



FILED THIS SEP 02 2005
3:40
AT O'CLOCK P. M. BOOK 175 PAGES 2029
[Signature]
REGISTER OF DEEDS
EASEMENT

444084

Todd Goodfellow and Vance Goodfellow, grantors, in consideration of One Dollar and other good and valuable consideration, grants unto John D. Heylens and Marlys J. Heylens, husband and wife as joint tenants, grantees, of 20836 464th Avenue, Volga, SD 57071, and those succeeding to the dominant tenement, an Easement for ingress and egress to the dominant tenement, with or without vehicles, for grantees and their invitees, by traversing the now existing gravel drive approximately 15 feet wide located on the servient tenement.

The servient tenement is located in Brookings County, South Dakota, and described as follows:

The North Half of the West Half of the Northeast Quarter of Section 18, Township 111 North, Range 51 West of the 5th P.M.

The dominant tenement is located in Brookings County, South Dakota, and described as follows:

The South Half of the West Half of the Northeast Quarter of Section 18, Township 111 North, Range 51 West of the 5th P.M.

IN WITNESS WHEREOF the Grantors have set their hands this 15 day of August, 2005.

[Signature of Todd Goodfellow]
Todd Goodfellow

[Signature of Vance Goodfellow]
Vance Goodfellow

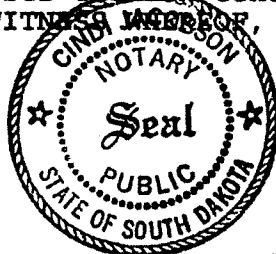
STATE OF SOUTH DAKOTA

COUNTY OF BROOKINGS SS

ACKNOWLEDGMENT

On this the 2nd day of September, 2005, before me, the undersigned officer, personally appeared Todd Goodfellow, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



[Signature of Cindi Jacobson]
Notary Public - State of South Dakota
My commission expires: 7-15-07

(SEAL)

STATE OF NEW MEXICO

SS

ACKNOWLEDGMENT

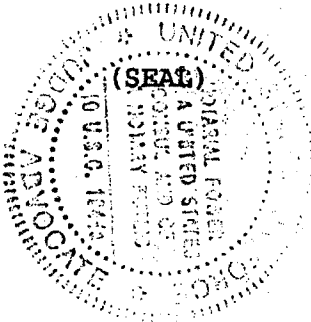
COUNTY OF BERNALILLO

On this the 15 day of August, 2005, before me, the undersigned officer, personally appeared Vance Goodfellow, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Notary Public - State of New Mexico
My commission expires: 28 FEBRUARY 2008



CCC-113
(05-02-91)

STATE OF SOUTH DAKOTA
5th Nov 91 4:35 P 124/ma
479-484
U.S. Department of Agriculture
Commodity Credit Corporation

**SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER
CONSERVATION EASEMENT**

County Office Address and Telephone Number: 692-4828		ASCS Farm No.: 570
Brookings County ASCS P. O. Box 146 Brookings, SD 57006		CRP Contract No.: 400
Current month, day, and year: 9-26-91		County of: Brookings
		State of: South Dakota

BROOKINGS

The Subordinating Party FIRST NATIONAL BANK IN/ (indicate person signing this document or person on whose behalf the document is signed) hereby grants, to the extent specified in Part II of this document, the following Subordination and Limited Lien Waiver to the Commodity Credit Corporation with respect to any and all interests of the Subordinating Party and its successors in, or related to, the Easement Area and Easement Farm (which together shall hereafter be referred to as the "Property"), it being understood that the Easement Area is part of the Easement Farm. The Easement Area as described below is encumbered with the Conservation Easement described in this document and the Easement Farm as described below is encumbered, as described in this document, with a grant to the CCC of a right of access across the Easement Farm to the Easement Area (the Easement Area being part of the Easement Farm). The Easement Area and Easement Farm are as follows:

Easement Area. Except as specified with respect to the right of access, the property encumbered by the conservation easement described in this document is the following property which is and shall be referred to herein as the "Easement Area":

See attached Exhibit "A"

Easement Farm. The property burdened with a right of access provided to CCC is the Easement Farm which is all of that land conveyed by U.S. Dept. of Ag./Farmers Home Admin. to the Landowner by deed dated 4-25-89, and recorded in Deed Book 112, at page 765-8 in the land records of Brookings County (Borough, Parish, etc), and more specifically described as follows:

See attached Exhibit "A"

PART I - GENERAL TERMS

- A. Authority. This Subordination and Limited Lien Waiver is acquired by CCC under the authority of Title XII of the Food Security Act of 1985 (Public Law 99-198; 16 U.S.C. §§ 3831, et seq.), as amended by Subtitle C of Title XIV of the Food, Agriculture, Conservation, and Trade Act of 1990 (Public Law 101-624).
- B. Purposes. The Subordination and Limited Lien Waiver is acquired by the CCC in connection with the acquisition by the CCC of the Conservation Easement referred to below which is acquired by CCC in connection with a contract for the Conservation Reserve Program (CRP) in order to promote and assure that the conservation objectives of the Conservation Reserve Program are achieved and, in particular, to assure that the conversion of areas of highly erodible cropland and other areas covered by the easement to uses such filterstrips, field windbreaks, shelterbelts, permanent

wildlife habitat, living snow fences, grassed waterways, contour grass strips, salinity areas, and other similar or related practices will be maintained for the period of the easement as specified in this document.

C. The Property Encumbered by the Conservation Easement. The Property encumbered, or to be encumbered, by the easement to which this Subordination and Limited Lien Waiver applies are the Easement Area and Easement Farm as described above.

D. Definitions. For purposes of this document:

1. "Conservation Plan of Operation" "(CPO)" means that plan which prescribes implementation measures for the Conservation Reserve Program contract referenced above. The CPO shall be on file and available for inspection at the county office of the USDA's Agricultural Stabilization and Conservation Service (ASCS) for the county identified above.
2. "Conservation Easement" means the easement which has or will be acquired by the CCC in connection with the CRP contract, requiring the establishment and maintenance of the Conservation Practice on the Easement Area, a right of access to the Easement Area across the Easement Farm, and other requirements as described in this document.
3. "Conservation Practice" means the following conservation practice(s) which will be required to be established and maintained under the terms of the Conservation Easement (indicate filterstrips, field windbreaks, shelterbelts, permanent wildlife habitat, living snow fences, grassed waterways, contour grass strips, salinity areas, and other similar or related practice): _____

4. "CRP Contract" means Conservation Reserve Program contract No. _____ which has or will be obtained by the Commodity Credit Corporation (CCC) for land which includes the Easement Area.

5. "Landowner" means the person(s) or entities granting the easement to the CCC and all heirs, successors or assigns of any kind of such person(s) or entities.

6. "Maintenance" means the maintenance of the Conservation Practice, including re-establishment of the Conservation Practice if deemed necessary or desirable by the CCC, or other maintenance as may be required under the provisions of the Conservation Easement; provided further, that the obligation of maintenance shall include an obligation to prepare the land on the Easement Farm as may be needed to allow for the access of CCC and its delegates which is provided for in the Conservation Easement.

7. "Property" means all of the lands and appurtenant rights which are described in this document as the Easement Area and Easement Farm.

8. "Subordinating Party" means the person(s) or entity or entities indicated above as the Subordinating Party, that being the undersigned person(s) except that if the person(s) signing does so as the representative of, or on behalf of, another, then such Subordinating Party is the person or entity for whom the signature is made.

E. Duration Of Easement And This Subordination And Limited Lien Waiver. The Conservation Easement will terminate at 12:00 noon on _____. Upon termination, all right, title and interest in the Property conveyed by the easement shall revert in the Landowner and the easement will then cease to encumber the Property.

F. Access. The Conservation Easement has, or will, contain a grant by the Landowner of a right of access from a public road over the Easement Farm to the Easement Area in favor of CCC and its authorized representatives for any and all

CCC-113, Page 3

purposes necessary or desirable, as determined by CCC, in the administration of the easement or the Conservation Reserve Program Contract as applied to the Property. In addition, the Conservation Easement does, or will, provide that to the maximum extent allowed by law, the CCC or its authorized representatives shall be afforded all rights-of-way and other rights of ingress and egress to the Property which the Landowner has over other properties as may be necessary or appropriate, as determined by CCC in the administration and enforcement of the easement and related rights, including the right of access granted to CCC. Costs associated with establishing and maintaining access, as needed, shall be the responsibility of the Landowner at the Landowner's cost and such access will include access of personnel, equipment, and machinery, as needed. Except, that CCC will pay, as determined by CCC, the fair market value of any loss of an annually planted crop destroyed by reason of actual use of the right of access by CCC, but only if the access provided by the landowner is designed to minimize such loss. The landowner is otherwise free to locate the place of access at such location as the landowner deems desirable, provided that such location is sufficient and suitable for the purpose, as determined by CCC, and may change such location from time to time.

PART II - SUBORDINATION AND LIMITED LIEN WAIVER

The Subordinating Party: (1) subordinates the Subordinated Party's interest in the Easement Area and the Easement Farm to the interest of the CCC, as described herein, in the Conservation Easement for the property and to the Right of Access in favor of CCC granted in connection with such Conservation Easement which provides for access across the Easement Farm to the Easement Area; and (2) agrees that CCC may make payments for or in connection with the CRP contract including, but not limited to, any payments as may be deemed payments for the Conservation Easement without regard to any lien or claim that the Subordinating Party may have with respect to the Easement Area or Easement Farm, against a person or persons or entity with an interest in the Easement Area or Easement Farm, or with respect to activities in connection with those properties.

The Easement (CCC will mark one) ☐ is being, or ☐ has been, acquired by CCC in connection with the Conservation Reserve Program (CRP) which CCC operates through USDA's Agricultural Stabilization and Conservation Service.

This Subordination and Waiver: (1) binds the Subordinating Party and its heirs and assigns and any other successor of any kind and covers the interests that the Subordinating Party and all such other persons or entities have or may have in the property or against any person or persons having an interest in the property, or in any activity related to the property; and (2) inures in favor of CCC and CCC's assigns and/or successors of any kind.

The Conservation Easement to which the subordination of interest provided for in this document applies is described below.

PART III - COVENANTS BY THE LANDOWNER IN THE CONSERVATION EASEMENT

The Conservation Easement will provide, or does provide, as follows:

A. Prohibitions. Within the Easement Area unless approved by CCC in writing in accordance with the CPO:

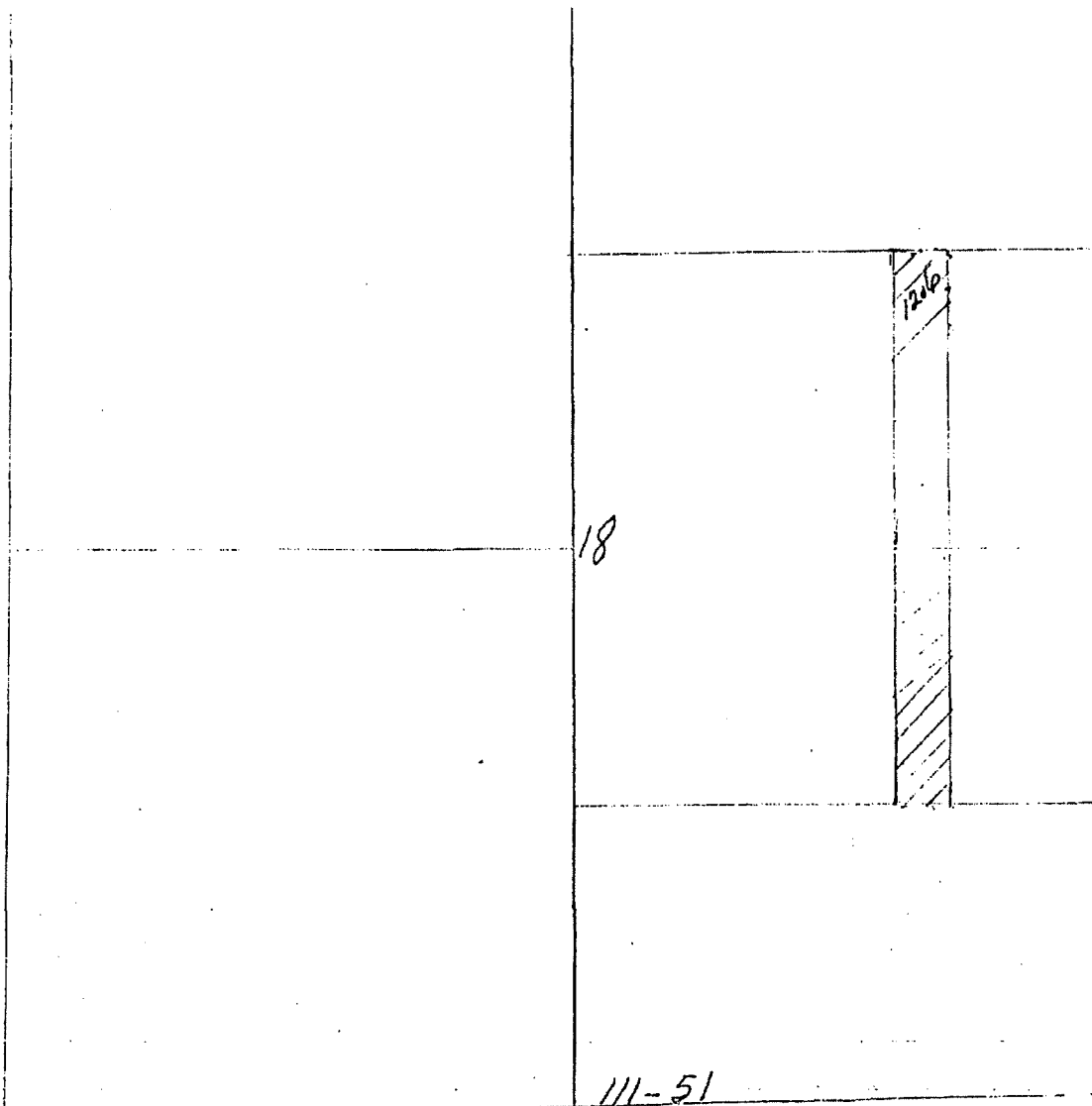
1. No dwellings, barns, outbuildings shall be built.
2. No other structure may be built.
3. _____

B. Conservation Practices. Further, the Conservation Easement does, or will, provide that:

1. Determination of Conservation Practices. The CCC shall determine the necessary and appropriate conservation practices on the Easement Area. These practices are delineated on the attached Exhibit A, which is, or will be, appended to the easement and made a part thereof, subject to such further delineation by CCC as may be needed.
2. Conservation Plan of Operations. In addition to the Conservation Practices delineated on the attached Exhibit A, the Landowner shall abide by the provisions of the CPO prepared pursuant to the Conservation Reserve Program. In the event of a conflict or ambiguity between the CPO or the conservation practices prescribed by the easement, the provisions of the easement shall prevail.
3. Maintenance of Conservation Practice. Maintenance shall be as specified by the CCC or its delegates, and also in accordance with the provisions of the CPO, and as needed to enforce the easement and accomplish its purposes, as determined by CCC. All costs involved in the establishment and maintenance of the conservation practices and the right of access granted to CCC in connection with the easement, or otherwise incurred with respect to the maintenance of the property in accordance with the easement, shall, together with all other charges associated with the Property (including taxes), be the responsibility of the Landowner.
4. CCC Rights to Inspect Property and Perform Work on the Property. CCC and its authorized representatives may enter upon the Property from time to time to:
 - (a) inspect and insure compliance with the terms of the easement, and
 - (b) perform work on the property as may be necessary or desirable to establish or maintain the Conservation Practice or access to the Easement Area, which CCC deems desirable if: (1) the Landowner fails to establish or maintain the Conservation Practice or otherwise fails to comply with the terms of the easement, or (2) the CCC determines, in its discretion, to perform such work in lieu of the Landowner.

- C. CCC Rights Run with the Land and Bind the Landowner's Successors. Subject to any unsubordinated prior rights of record, the rights granted to CCC in the easement run with the land and shall be superior to the rights of all others in the Property. All obligations of the Landowner under the Easement shall also bind the Landowner's heirs, successors and assigns.
- D. Use of the Easement Area. No use of the Easement Area may be made without the approval of the CCC, which approval shall be granted by CCC only to the extent such use is consistent with the terms of the Conservation Easement and the regulations governing the operation of the Conservation Reserve Program operated by the CCC.
- E. Violations. If there is any failure to provide access to the Easement Area, establish a conservation practice or perform maintenance, CCC or its authorized representatives may perform the work needed for such establishment or maintenance or may seek specific performance at law, or may employ any other remedy available to it, and, in any case, all expenses of the CCC or the United States of America (including any legal fees or attorney fees) shall be charged against the Landowner. Such charges shall also be a charge against the Easement Area in the event that the failure relates to the conservation practice or the Easement Area if such failure relates to access to the Easement Area and shall constitute a lien on such land enforceable by foreclosure or other method in which case the chargeable fees and costs under this clause shall include all costs, including legal fees, associated with the lien, the foreclosure, and other collection expenses.
- F. Successors to CCC. Rights granted under the easement to the CCC shall accrue in its favor and in the favor of its successors of any kind.

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EASEMENT FARM: Lots 5 & 6 and the Northwest quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of section eighteen (18), township one hundred eleven (111) range fifty one (51) Brookings County.

EASEMENT AREA: CP-4, permanent wildlife habitat, containing 12.6 acres, field 4 measuring a width of approx. 205 feet between the northwest corner and northeast corner of the 12.6 acre field, and extending in length approx. 2,640 feet from the north end to south end boundary, and then a width of approx. 211 feet on the south end between the southeast corner and southwest corner of this field 4 containing 12.6 acres, of which is located in Lots 5 and 6 in SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 18-111-51 in Brookings County.

CCC-113
(05-02-91)

5th Nov 91 4:35 P 124 Miss
479-484 (Comm. C. Steward)
U.S. Department of Agriculture
Commodity Credit Corporation

**SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER
CONSERVATION EASEMENT**

County Office Address and Telephone Number: 692-4828		ASCS Farm No.: 970
Brookings County ASCS P. O. Box 146 Brookings, SD 57006		CRP Contract No.: 400
Current month, day, and year: 9-26-91		County of: Brookings
		State of: South Dakota

BROOKINGS

The Subordinating Party FIRST NATIONAL BANK IN/ (indicate person signing this document or person on whose behalf the document is signed) hereby grants, to the extent specified in Part II of this document, the following Subordination and Limited Lien Waiver to the Commodity Credit Corporation with respect to any and all interests of the Subordinating Party and its successors in, or related to, the Easement Area and Easement Farm (which together shall hereafter be referred to as the "Property"), it being understood that the Easement Area is part of the Easement Farm. The Easement Area as described below is encumbered with the Conservation Easement described in this document and the Easement Farm as described below is encumbered, as described in this document, with a grant to the CCC of a right of access across the Easement Farm to the Easement Area (the Easement Area being part of the Easement Farm). The Easement Area and Easement Farm are as follows:

Easement Area. Except as specified with respect to the right of access, the property encumbered by the conservation easement described in this document is the following property which is and shall be referred to herein as the "Easement Area":

See attached Exhibit "A"

Easement Farm. The property burdened with a right of access provided to CCC is the Easement Farm which is all of that land conveyed by U.S. Dept. of Ag./Farmers Home Admin. to the Landowner by deed dated 4-25-89, and recorded in Deed Book 112, at page 765-8 in the land records of Brookings County (Borough, Parish, etc), and more specifically described as follows:

See attached Exhibit "A"

PART I - GENERAL TERMS

- A. **Authority.** This Subordination and Limited Lien Waiver is acquired by CCC under the authority of Title XII of the Food Security Act of 1985 (Public Law 99-198; 16 U.S.C. §§ 3831, et seq.), as amended by Subtitle C of Title XIV of the Food, Agriculture, Conservation, and Trade Act of 1990 (Public Law 101-624).
- B. **Purposes.** The Subordination and Limited Lien Waiver is acquired by the CCC in connection with the acquisition by the CCC of the Conservation Easement referred to below which is acquired by CCC in connection with a contract for the Conservation Reserve Program (CRP) in order to promote and assure that the conservation objectives of the Conservation Reserve Program are achieved and, in particular, to assure that the conversion of areas of highly erodible cropland and other areas covered by the easement to uses such filterstrips, field windbreaks, shelterbelts, permanent

wildlife habitat, living snow fences, grassed waterways, contour grass strips, salinity areas, and other similar or related practices will be maintained for the period of the easement as specified in this document.

C. The Property Encumbered by the Conservation Easement. The Property encumbered, or to be encumbered, by the easement to which this Subordination and Limited Lien Waiver applies are the Easement Area and Easement Farm as described above.

D. Definitions. For purposes of this document:

1. "Conservation Plan of Operation" "(CPO)" means that plan which prescribes implementation measures for the Conservation Reserve Program contract referenced above. The CPO shall be on file and available for inspection at the county office of the USDA's Agricultural Stabilization and Conservation Service (ASCS) for the county identified above.
2. "Conservation Easement" means the easement which has or will be acquired by the CCC in connection with the CRP contract, requiring the establishment and maintenance of the Conservation Practice on the Easement Area, a right of access to the Easement Area across the Easement Farm, and other requirements as described in this document.
3. "Conservation Practice" means the following conservation practice(s) which will be required to be established and maintained under the terms of the Conservation Easement (indicate filterstrips, field windbreaks, shelterbelts, permanent wildlife habitat, living snow fences, grassed waterways, contour grass strips, salinity areas, and other similar or related practice): _____
4. "CRP Contract" means Conservation Reserve Program contract No. _____ which has or will be obtained by the Commodity Credit Corporation (CCC) for land which includes the Easement Area.
5. "Landowner" means the person(s) or entities granting the easement to the CCC and all heirs, successors or assigns of any kind of such person(s) or entities.
6. "Maintenance" means the maintenance of the Conservation Practice, including re-establishment of the Conservation Practice if deemed necessary or desirable by the CCC, or other maintenance as may be required under the provisions of the Conservation Easement; provided further, that the obligation of maintenance shall include an obligation to prepare the land on the Easement Farm as may be needed to allow for the access of CCC and its delegates which is provided for in the Conservation Easement.
7. "Property" means all of the lands and appurtenant rights which are described in this document as the Easement Area and Easement Farm.
8. "Subordinating Party" means the person(s) or entity or entities indicated above as the Subordinating Party, that being the undersigned person(s) except that if the person(s) signing does so as the representative of, or on behalf of, another, then such Subordinating Party is the person or entity for whom the signature is made.

E. Duration Of Easement And This Subordination And Limited Lien Waiver. The Conservation Easement will terminate at 12:00 noon on _____. Upon termination, all right, title and interest in the Property conveyed by the easement shall revert in the Landowner and the easement will then cease to encumber the Property.

F. Access. The Conservation Easement has, or will, contain a grant by the Landowner of a right of access from a public road over the Easement Farm to the Easement Area in favor of CCC and its authorized representatives for any and all

CCC-113, Page 3

purposes necessary or desirable, as determined by CCC, in the administration of the easement or the Conservation Reserve Program Contract as applied to the Property. In addition, the Conservation Easement does, or will, provide that to the maximum extent allowed by law, the CCC or its authorized representatives shall be afforded all rights-of-way and other rights of ingress and egress to the Property which the Landowner has over other properties as may be necessary or appropriate, as determined by CCC in the administration and enforcement of the easement and related rights, including the right of access granted to CCC. Costs associated with establishing and maintaining access, as needed, shall be the responsibility of the Landowner at the Landowner's cost and such access will include access of personnel, equipment, and machinery, as needed. Except, that CCC will pay, as determined by CCC, the fair market value of any loss of an annually planted crop destroyed by reason of actual use of the right of access by CCC, but only if the access provided by the landowner is designed to minimize such loss. The landowner is otherwise free to locate the place of access at such location as the landowner deems desirable, provided that such location is sufficient and suitable for the purpose, as determined by CCC, and may change such location from time to time.

PART II - SUBORDINATION AND LIMITED LIEN WAIVER

The Subordinating Party: (1) subordinates the Subordinated Party's interest in the Easement Area and the Easement Farm to the interest of the CCC, as described herein, in the Conservation Easement for the property and to the Right of Access in favor of CCC granted in connection with such Conservation Easement which provides for access across the Easement Farm to the Easement Area; and (2) agrees that CCC may make payments for or in connection with the CRP contract including, but not limited to, any payments as may be deemed payments for the Conservation Easement without regard to any lien or claim that the Subordinating Party may have with respect to the Easement Area or Easement Farm, against a person or persons or entity with an interest in the Easement Area or Easement Farm, or with respect to activities in connection with those properties.

The Easement (CCC will mark one) ☐ is being, or ☐ has been, acquired by CCC in connection with the Conservation Reserve Program (CRP) which CCC operates through USDA's Agricultural Stabilization and Conservation Service.

This Subordination and Waiver: (1) binds the Subordinating Party and its heirs and assigns and any other successor of any kind and covers the interests that the Subordinating Party and all such other persons or entities have or may have in the property or against any person or persons having an interest in the property, or in any activity related to the property; and (2) inures in favor of CCC and CCC's assigns and/or successors of any kind.

The Conservation Easement to which the subordination of interest provided for in this document applies is described below.

PART III - COVENANTS BY THE LANDOWNER IN THE CONSERVATION EASEMENT

The Conservation Easement will provide, or does provide, as follows:

A. Prohibitions. Within the Easement Area unless approved by CCC in writing in accordance with the CPO:

1. No dwellings, barns, outbuildings shall be built.

2. No other structure may be built.

3. _____

B. Conservation Practices. Further, the Conservation Easement does, or will, provide that:

1. Determination of Conservation Practices. The CCC shall determine the necessary and appropriate conservation practices on the Easement Area. These practices are delineated on the attached Exhibit A, which is, or will be, appended to the easement and made a part thereof, subject to such further delineation by CCC as may be needed.
2. Conservation Plan of Operations. In addition to the Conservation Practices delineated on the attached Exhibit A, the Landowner shall abide by the provisions of the CPO prepared pursuant to the Conservation Reserve Program. In the event of a conflict or ambiguity between the CPO or the conservation practices prescribed by the easement, the provisions of the easement shall prevail.
3. Maintenance of Conservation Practice. Maintenance shall be as specified by the CCC or its delegates, and also in accordance with the provisions of the CPO, and as needed to enforce the easement and accomplish its purposes, as determined by CCC. All costs involved in the establishment and maintenance of the conservation practices and the right of access granted to CCC in connection with the easement, or otherwise incurred with respect to the maintenance of the property in accordance with the easement, shall, together with all other charges associated with the Property (including taxes), be the responsibility of the Landowner.
4. CCC Rights to Inspect Property and Perform Work on the Property. CCC and its authorized representatives may enter upon the Property from time to time to:
 - (a) inspect and insure compliance with the terms of the easement, and
 - (b) perform work on the property as may be necessary or desirable to establish or maintain the Conservation Practice or access to the Easement Area, which CCC deems desirable if: (1) the Landowner fails to establish or maintain the Conservation Practice or otherwise fails to comply with the terms of the easement, or (2) the CCC determines, in its discretion, to perform such work in lieu of the Landowner.

C. CCC Rights Run with the Land and Bind the Landowner's Successors. Subject to any unsubordinated prior rights of record, the rights granted to CCC in the easement run with the land and shall be superior to the rights of all others in the Property. All obligations of the Landowner under the Easement shall also bind the Landowner's heirs, successors and assigns.

D. Use of the Easement Area. No use of the Easement Area may be made without the approval of the CCC, which approval shall be granted by CCC only to the extent such use is consistent with the terms of the Conservation Easement and the regulations governing the operation of the Conservation Reserve Program operated by the CCC.

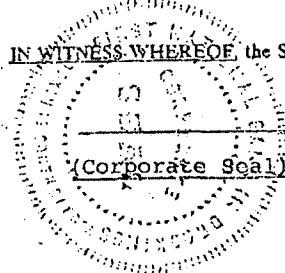
E. Violations. If there is any failure to provide access to the Easement Area, establish a conservation practice or perform maintenance, CCC or its authorized representatives may perform the work needed for such establishment or maintenance or may seek specific performance at law, or may employ any other remedy available to it, and, in any case, all expenses of the CCC or the United States of America (including any legal fees or attorney fees) shall be charged against the Landowner. Such charges shall also be a charge against the Easement Area in the event that the failure relates to the conservation practice or the Easement Area if such failure relates to access to the Easement Area and shall constitute a lien on such land enforceable by foreclosure or other method in which case the chargeable fees and costs under this clause shall include all costs, including legal fees, associated with the lien, the foreclosure, and other collection expenses.

F. Successors to CCC. Rights granted under the easement to the CCC shall accrue in its favor and in the favor of its successors of any kind.

CCC-113, Page 5

- G. Covenants. The Grantor covenants that the Landowner is vested with the Property and will warrant and defend unto CCC the same against all claims and demands including, but not limited to, claims and demands against CCC's quiet and peaceable use and enjoyment of the Property and interest in the land granted by the easement.

IN WITNESS WHEREOF, the Subordinating Party hereunto sets hand(s) and seal(s) on the day of year first written above.



FIRST NATIONAL BANK IN BROOKINGS

By: Thomas L. Raines
Its V.P.

WITNESSES:

STATE OF SOUTH DAKOTA)
County of Brookings) SS:

On this the 5th day of November, 1991, before me, the undersigned officer, personally appeared Thomas L. Raines, who acknowledged himself to be the Vice President of the FIRST NATIONAL BANK IN BROOKINGS, a corporation, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

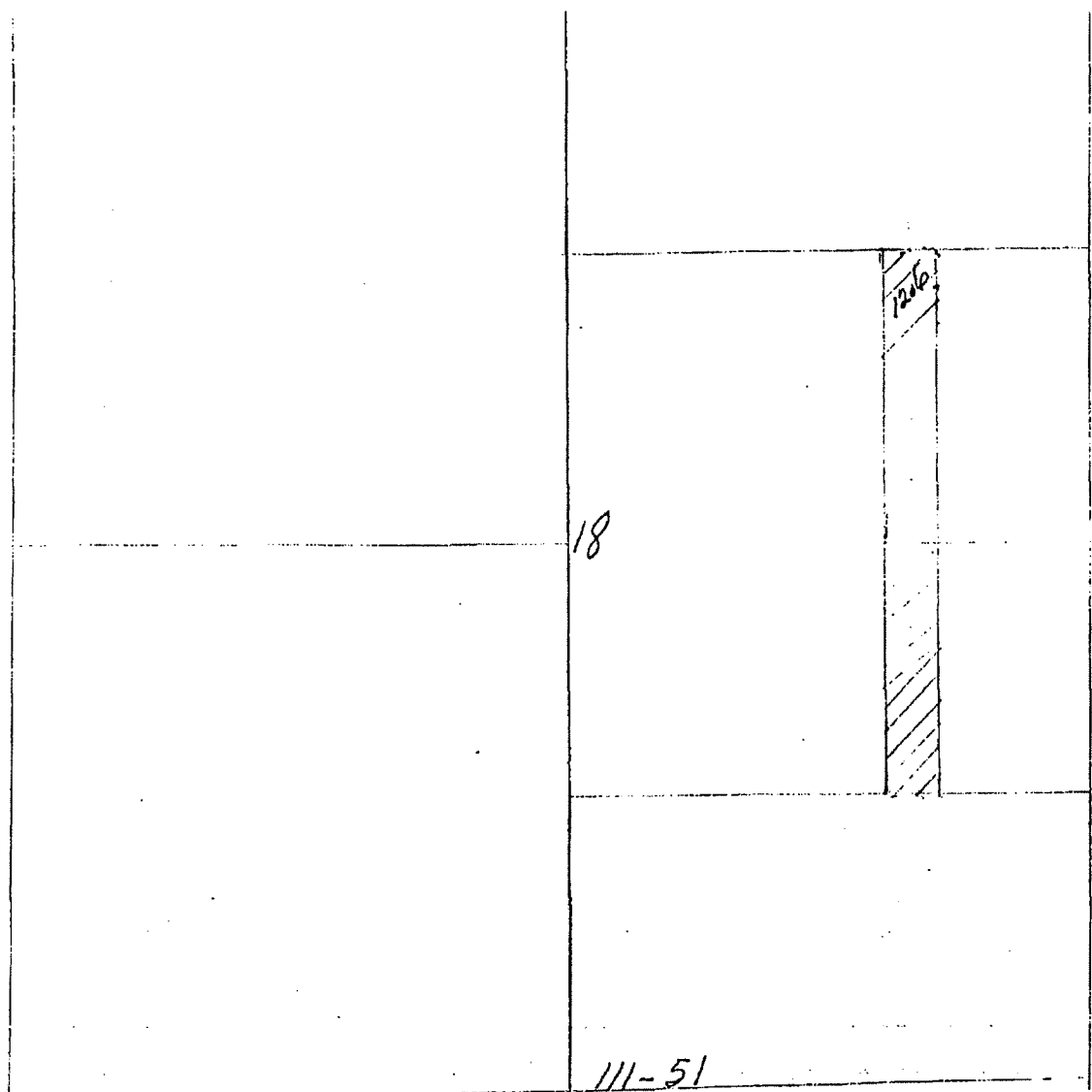
IN WITNESS WHEREOF I hereunto set my hand and official seal.



Deann Moulton
Notary Public, State of South Dakota

My commission expires: May 24, 1995

484



EASEMENT FARM: Lots 5 & 6 and the Northwest quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of section eighteen (18), township one hundred eleven (111) range fifty one (51) Brookings County.

EASEMENT AREA: CP-4, permanent wildlife habitat, containing 12.6 acres, field 4 measuring a width of approx. 205 feet between the northwest corner and northeast corner of the 12.6 acre field, and extending in length approx. 2,640 feet from the northend to south end boundary, and then a width of approx. 211 feet on the south end between the southeast corner and southwest corner of this field 4 contain, 12.6 acres, of which is located in Lots 5 and 6 in SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 18-111-51 in Brookings County.

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS
 FILED THIS 18th DAY OF Oct 88 11:40 A 116 Miss
 214-215 Anna C. Steind
 REGISTRY OF DEEDS

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

REGISTRATION OF VESTED
 NATURAL DRAINAGE RIGHT

JOSEPH P. JACOBSON and ETHEL M. JACOBSON, husband and wife, being first duly sworn on oath, depose and state that they are residents and electors of Brookings County, South Dakota and reside at Rural Route 1, Box 432, Bruce, SD 57220.

Your affiants claim a natural drainage right which was established prior to July 1, 1985 pursuant to SDCL 46A-10A-31 and acts amendatory thereof and provide the following information, to wit:

- (1) The legal description of the dominant estate which is owned by your affiants is described as follows:

The Northeast Quarter (NE $\frac{1}{4}$) and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) all in Section Eighteen (18), Township One Hundred Eleven (111) North, Range Fifty-one (51) West of the 5th P.M., Brookings County, South Dakota.

The legal description of the servient estate is described as follows:

The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) all in Section Eighteen (18), Township One Hundred Eleven (111) North, Range Fifty-one (51), West of the 5th P.M., Brookings County, South Dakota.

- (2) The general course and direction of flow of the water is to the northeast toward Lake Oakwood.
- (3) The drainage right has existed on your affiants property since prior to 1950 and in fact it's our belief that prior to 1918, a drainage tile was installed on both properties to drain into Lake Oakwood and that sometime in 1960, an open ditch was constructed on the servient property.
- (4) The general course and direction of the natural flow of water is the same as the drainage right being registered herein.

(5)

Prior to 1918, a portion of the real estate owned by your affiants and described as the dominant estate was owned by the GOODFELLOW FAMILY and they installed a tile from the dominant estate through the servient estate to Lake Oakwood and sometime in the early 1960's, an open drainage ditch was constructed by John VanderWal Construction Company of Brookings, South Dakota at the request of DEAN GOODFELLOW and the manmade modifications improved the natural drainage.

Joseph P. Jacobson

Joseph P. Jacobson

Ethel M. Jacobson

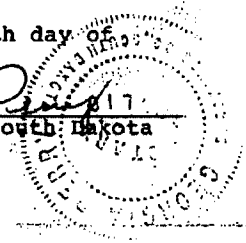
Ethel M. Jacobson

Subscribed and sworn to before me this 18th day of
October, 1988.

My Commission Expires:

9-6-93

Marjorie R. [Signature]
Notary Public - South Dakota



On motion the Board adjourned until November 22, 1988 at 9:00 A.M.

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It is the Policy of Brookings County, South Dakota not to discriminate against the Handicapped in Employment or the Provision of Service.

Alvin Schultz
Alvin Schultz, County Auditor

November 22, 1988

The Board of County Commissioners met in regular session on November 22, 1988, at 9:00 A.M., with the following members present: Graslie, Negstad, Oseby, Sanderson, Sterud, and County Auditor Alvin Schultz. Visitor - Barbara Telkamp from League of Women Voters.

Chairman, Richard B. Negstad, called the meeting to order.

Motion by Graslie, seconded by Oseby, to accept the minutes of the November 15th meeting. All voting "Aye".

Several individuals met with the Board of County Commissioners asking for assistance with medicine, medical, fuel and utilities.

The Board of County Commissioners approved the following claims: Brkgs. Co. Treasurer, (withdrawal from del. tax acct.), 100.00; Snyder Drug, 86.07; Court Services: Bryan Hedman, 471.00; Jerome Johnson, 184.00; Sean O'Brien, 4,042.45; Auditor: Ribbon Division, 331.99; Stewart's Computer Software, 634.50; Treasurer: Stewart's Computer Software, 412.50; Law Library: West Publishing, 215.25; Register of Deeds: Harold's Printing, 89.75; Sheriff and Detention Center: Brkgs. Tire Center, 40.00; Bob Brutty, 11.00; Courtesy Plumbing & Heating, 40.65; G & K Services, 32.69; James Wholesale, 80.27; Ron Klosterman, 5.50; Langland T.V. & Appliance, 13.50; Northwestern Public Service, 344.75; Scott Spiegelberg, 5.50; Steve Tietjen, 20.00; Fire Prevention: Vantek Communications, 1,500.00; Highway: Volga Coop Oil Co., 3,603.25; Darwin Willmott, 1,341.18; Poor: Brkgs. Clinic, 2,016.30; Public Welfare: Central Business Supply, 15.87; Mentally Handicapped: United Cerebral Palsy, 60.00; Ag. Bldg. and Extension: Foerster Distributing, 15.80; Index, 26.95; Northwestern Public Service, 217.40; Barbara Telkamp, 22.86; Triangle, 62.15; Weed: Lee Culver, 43.32; Thomas Elverud, 34.00; Paul Krutier, 54.05; George Leslie, 47.10; Reece Lewis, 15.00; Bob Mans, 47.10; County Building: Dakota Acoustical Tile Co., 3,217.00; Don's Body Shop, 300.00; Homestead, 2,052.05; Zoning and Planning: Robert J. Foster, 16.89; Howard Goodfellow, 24.03; Mike Kidwiler, 20.04; Barbara Telkamp, 17.94; Raymond VanderWal, 18.15; Larry Winkelman, 23.40.

The Board of County Commissioners reviewed the fuel assistance applications taken at the Community Action office.

County Sheriff Gordon Ribstein met with the Board of County Commissioners, County Auditor, and Deputy County Auditor on legal matters.

Motion by Graslie, seconded by Sanderson, to supplement the budget for weed spraying in the amount of \$4,798.95. All voting "Aye".

Motion by Graslie, seconded by Oseby, to give Lake Hendricks Improvement Assoc. \$200.00 for insurance on aeration. All voting "Aye".

Motion by Sterud, seconded by Sanderson, to approve the agreement with Interlakes Community Action concerning using Federal Emergency Management Assistance money. All voting "Aye".

Great Lakes Appraisal representative Scott Cunningham met with the Board of County Commissioners and County Assessor's officials discussing the progress they are making in the City of Brookings on the new appraisal and the hearings that will be with the individuals in the near future. Supt. Mr. Jostad sat in on the discussion. The informal hearings will be held at County Extension building sometime in December.

As advertised a public hearing was held in the County Commissioners room at 11:00 A.M. on a drainage ditch filed by the Jacobsens on (NE 1/4 of Section 18-111-51) Oakwood Township. Steven Hicks representative from Fish and Wildlife stated that the Fish and Wildlife will not fill in the manmade drain ditch, they will make the recommendation to the Farm Home Administration.

Alvin Schultz
County Auditor

