

Advantage Land Co

103 2nd St SE
PO Box 448 • De Smet, SD 57231
Telephone (605) 854-3401
Fax (605) 854-3401
purintunabstract@qwestoffice.net

November 3, 2020

INVOICE

In Account With

Purintun Abstract & Title, L.L.C.

Abstracts of Title • Title Insurance
Kingsbury County, South Dakota

Mark J. Purintun, Bonded Abstracter

File Number: 8091-2020 (Nordland-Sturges)
fee for prelim. title commitment will be:
if no further title work is requested.

\$266.25

Schedule A

ALTA COMMITMENT

1. Commitment Date: November 2, 2020 at 7:00 AM

2. Policy to be issued: "TBD"

(a) 2006 ALTA Owner's Policy
Proposed Insured:

Proposed Policy Amount: \$

(b) 2006 ALTA Loan Policy
Proposed Insured:

Proposed Policy Amount: \$

(c) ALTA Policy
Proposed Insured:

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:

Charlene Nordland-Sturges

5. The Land is described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township One Hundred Nine (109) North, Range Fifty-Six (56) West of the 5th P.M., in Kingsbury County, South Dakota

Parcel DOE# 866

The Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Nine (29), Township One Hundred Nine (109) North, Range Fifty-Six (56) West of the 5th P.M., in Kingsbury County, South Dakota

Parcel DOE# 907

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-Nine (29), Township One Hundred Nine (109) North, Range Fifty-Six (56) West of the 5th P.M., in Kingsbury County, South Dakota

Parcel DOE# 908

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.

Schedule B-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.

"TBD"

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Schedule B-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 Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Court of Kingsbury County, South Dakota. Search was not made of filings in the central office of the Secretary of State of South Dakota. Any filings in the central office of the Secretary of State of South Dakota are not covered by this Commitment.
- 3 Rights or claims of parties in possession not shown by the public records.
- 4 Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; any right, title or interest in any minerals, mineral rights, or related matters.
- 5 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 6 Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 7 The real estate described in this Commitment/Policy shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, we are not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.
- 8 Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
- 9 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 10 Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- 11 Any service, installation or connection charge for sewer, water or electricity.
- 12 Subject to unrecorded leases, if any.
- 13 Real Estate Taxes, (and Special Assessments, if any), for year 2020 and subsequent years which constitute a lien but are not due and payable.
14. **Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.**
15. **Subject to any setback lines and utility easements that may exist.**

(continued on next page)

16. If a portion of the property contains wetlands which may be subject to federal, state or local regulations, the right to use or improve these wetlands is excepted herein.
17. Terms and conditions of Affidavit Of Excerpts And Certificate Of Highway Vacation Proceedings filed November 21, 1966 at 2:50 PM and recorded in Book 21 of Misc., on page 305, which vacates "all that part of Sectionline constituting the public highway system one full mile between Section 20 and 21, Township 109, Range 56", which is roadway located along the east side of SE $\frac{1}{4}$ -20-109-56.
18. Terms and conditions of Warranty Deed filed April 8, 1944 at 9:45 AM and recorded in Book 68 of Deeds, on page 165, in which grantors, Marguerite F. Potter, John W. Potter, Aileen T. Potter, Ben H. Potter and Margaret W. Potter, "reserve from this conveyance an undivided one-fourth interest in and to all oil and mineral rights for a period of twenty years from the date hereof, and as much longer thereafter as the land may produce oil or other minerals. If the land herein conveyed is not producing oil or other minerals at the end of twenty years, or if it be producing on said date then, when production ceases, the one-fourth interest herein reserved to the grantors shall thereupon and without further act of the parties hereto, vest in the grantees, their heirs and assigns, and this oil and mineral reservation shall become null and void."
19. Terms and conditions of Easement Agreement granted to Dakota Access, LLC filed April 6, 2015 at 2:30 PM and recorded in Book 48 of Misc., on page 999, and Affidavit Of As-Built Drawings And Construction filed 9/12/2017 at 9:28 AM and recorded in Book 51 of Misc., on page 56, which covers E $\frac{1}{2}$ NW $\frac{1}{4}$ -29-109-56 and NE $\frac{1}{4}$ -29-109-56.
20. Collateral Real Estate Mortgage, 180 Day Redemption, dated November 1, 2016, filed 12/2/2016 at 9:30 AM and recorded in Book 237 of Mortgages, on page 176, as document #40375, executed by Charlene Nordland-Sturges and Thomas S Sturges, wife and husband, borrower, to First Premier lender, to secure the principal sum ()
21. 2019 Real Estate Taxes due and payable in 2020 in the amount of \$2967.40 for Parcel 866, which are paid in full.
2019 Real Estate Taxes due and payable in 2020 in the amount of \$3444.98 for Parcel 907 which are paid in full.
2019 Real Estate Taxes due and payable in 2020 in the amount of \$1399.18 for Parcel 908 which are paid in full.

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IMPORTANT INFORMATION - PLEASE READ

- * Real property taxes, buildings on leased sites and registered mobile/manufactured home taxes are due and payable January 1st of every year. Taxes are considered to be paid on time if the first half is paid on or before April 30th, and the second half is paid on or before October 31st. If the taxes are not paid by those deadlines, they are delinquent. Interest will be charged on the delinquent balance at the rate of 10% per annum. Taxes totaling \$50 or less must be paid in full on or before April 30th.

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

11/03/2020

Parcel Information for Bill #: 2020 1 6495

Record #: 866

TAXPAYER: CHARLENE NORDLAND-STURGES
PO BOX 355
HARTFORD SD 57033-0355

Prop Addr: STR 20-109-56

Title:

Legal: MATHEWS TOWNSHIP
SE 20-109-56

20 - 109 56 0 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,483.70	.00	.00	.00	05/01/2020	6522
2nd Half:	1,483.70	.00		.00	10/30/2020	12024
Totals:	2,967.40			.00		
				***** Interest *****		
				Thru: 11/03/2020		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	375715	0	0	0	0	0
Total Tax:	2967.40	.00	.00	.00	.00	.00

1st half paid by: CHARLENE NORDLAND STURGES MAIL
2nd half paid by: C NORDLAND STURGES - MAIL

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

11/03/2020

Parcel Information for Bill #: 2020 1 6496

Record #: 907

TAXPAYER: CHARLENE NORDLAND-STURGES
PO BOX 355
HARTFORD SD 57033-0355

Prop Addr: STR 29-109-56

Title:

Legal: MATHEWS TOWNSHIP
NE 29-109-56

29 109 56 0 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,722.49	.00	.00	.00	05/01/2020	6523
2nd Half:	1,722.49	.00		.00	10/30/2020	12025
Totals:	3,444.98			.00		
				***** Interest *****		
				Thru: 11/03/2020		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	399042	0	0	0	20647	0
Total Tax:	3151.62	.00	.00	.00	293.36	.00

1st half paid by: CHARLENE NORDLAND STURGES MAIL
2nd half paid by: C NORDLAND STURGES - MAIL

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

11/03/2020

Parcel Information for Bill #: 2020 - 1 - 6497

Record #: 908

TAXPAYER: CHARLENE NORDLAND-STURGES
PO BOX 355
HARTFORD SD 57033-0355

Prop Addr: STR 29-109-56

Title:

Legal: MATHEWS TOWNSHIP
E2NW 29-109-56

29 109 56 0 0

School: 38-2

Acres / Lots: 80.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	699.59	.00	.00	.00	05/01/2020	6524
2nd Half:	699.59	.00		.00	10/30/2020	12026
Totals:	1,399.18			.00		
***** Interest *****						
Thru: 11/03/2020						

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	177156	0	0	0	0	0
Total Tax:	1399.18	.00	.00	.00	.00	.00

1st half paid by: CHARLENE NORDLAND STURGES MAIL
2nd half paid by: C NORDLAND STURGES - MAIL

Prepared by:
Lisa J. Maguire
Woods, Fuller, Shultz & Smith P.C.
300 South Phillips Avenue, Suite 300
P.O. Box 5027
Sioux Falls, SD 57117-5027
(605) 336-3890



PAGE 30.00
TRANSFER FEE
COLLECTED



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 11/21/2016 at 8:05 AM
and Recorded in Book 115 of Deeds
on Page 918. Document # 40341

Recording Fee: \$30.00 Page: 1 of 2

Transfer Fee: \$28.00

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

WARRANTY DEED

Arlie Nordland, a single person, Grantor, with an address of 901 North Doland Place, Sioux Falls, South Dakota 57107, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, GRANTS, CONVEYS AND WARRANTS TO **Charlene Nordland-Sturges**, Grantee, with an address of 901 North Doland Place, Sioux Falls, South Dakota 57107, all interest in the following described real estate in the County of Kingsbury, State of South Dakota: See attached Exhibit A.

This deed is given to release any and all interest that grantor has in said real property.

Transfer fee: \$28.00

Dated this 2nd day of November, 2016.

TRANSFER FEE PAID
\$ 28.00

Arlie Nordland
Arlie Nordland

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF MINNEHAHA)

On this the 2nd day of November, 2016, before me personally appeared Arlie Nordland, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that he executed the same.

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

My Commission Expires:
(seal)

Christine K. Lillo
Notary Public – South Dakota

CHRISTINE K. LILLO
NOTARY PUBLIC, SOUTH DAKOTA
My Commission Expires:
October 12, 2022

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS

That MARGUERITE F. POTTER, single, JOHN W. POTTER and AILEEN T. POTTER, his wife, and BEN H. POTTER and MARGARET W. POTTER, his wife, of the County of Rock Island and State of Illinois for and in consideration of the sum of Five thousand and no/100 (\$5,000.00) Dollars in hand paid do hereby grant, bargain, sell, convey and confirm unto CHARLES NORDLAND and ROSE NORDLAND, his wife, as JOINT TENANTS, and not as tenants in common; of the County of Kingsbury and State of South Dakota the following described real estate situated in Kingsbury County, and State of South Dakota, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20);
the Northeast Quarter (NE $\frac{1}{4}$) and the East Half of the
Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section TwentyNine (29),
all in Township One Hundred nine (109), Range Fifty-
six (56).

IT BEING HIS INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

IT IS UNDERSTOOD AND AGREED that the grantors reserve from this conveyance an undivided One-fourth interest in and to all oil and mineral rights for a period of twenty years from the date hereof, and as much longer thereafter as the land may produce oil or other minerals. If the land herein conveyed is not producing oil or other minerals at the end of twenty years, or if it be producing on said date then when production ceases, the one-fourth interest herein reserved to the grantors shall thereupon and without further act of the parties hereto, vest in the grantees, their heirs and assigns, and this oil and mineral reservation shall become null and void.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and appurtenances thereunto belonging, unto the said CHARLES NORDLAND and ROSE NORDLAND, his wife, as JOINT TENANTS, and not as tenants in common and to their assigns or to the heirs and assigns of the survivor of them.

And we do hereby covenant with the said Grantees and with their heirs and assigns, that we are lawfully seized of said premises; that they are free from encumbrances except any and all reservations and easements of record; that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Marguerite F. Potter, single, John W. Potter and Aileen T. Potter, his wife, and Ben H. Potter and Margaret W. Potter, his wife, hereby relinquish all right, title and interest in and to the above described premises.

Signed this 23rd day of March, A.D. 1944.

Marguerite F. Potter

John W. Potter

Aileen T. Potter

Ben H. Potter

Margaret W. Potter

\$4.50 Revenue attached, cancelled.

STATE OF ILLINOIS)
) ss.
Rock Island County)

On this 23rd day of March, A.D. 1944, before me, the undersigned Emma Dingeldein a Notary Public, duly commissioned and qualified for and residing in said county, personally came Marguerite F. Potter, John W. Potter, Aileen T. Potter, Ben H. Potter, Margaret W. Potter to me known to be the identical persons whose names affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.
(HER SEAL)

Emma Dingeldein Notary Public

My commission expires the 23rd day of March, 1944.

Entered in Numerical Index and filed for record in the office of the Register of Deeds of said County, the 8th day of April, 1944 at 9 o'clock and 45 minutes A.M., and duly recorded in Book 68 of Deeds on page 165.

J. W. Krueger, Register of Deeds.

STATE OF SOUTH DAKOTA,
COUNTY OF KINGSBURY,

} SS:

AFFIDAVIT OF EXCERPT AND CERTIFICATE

OF HIGHWAY VACATION PROCEEDINGS.

I, WILLIAM M. LOGAN, the duly elected, qualified and acting Clerk of the Board of Supervisors of Mathews Township, Kingsbury County, South Dakota, being first duly sworn upon oath, DO HEREBY CERTIFY that hereto attached is a true and correct transcript of proceedings had as shown by my records as such Clerk relating to proceedings had under and pursuant to Chapter 28 of the South Dakota Code of 1939 and Amendatory Acts thereto and particularly Section 28.0410 thereof, and pertaining to the vacation of the public highways therein referred to, to-wit:

1. Petition, dated May 18th, 1966;
2. Excerpt of Minutes of Meeting;
3. Affidavit of Publication.

I FURTHER CERTIFY that more than thirty days have now elapsed since the publication of the Excerpt of Minutes of Meeting, as shown by the Affidavit of Aubrey H. Sherwood, above referred to, and that no appeal has been taken or otherwise perfected, as provided by Section 28.0415 of the South Dakota Code of 1939 and Amendatory Acts thereto, if an

I FURTHER CERTIFY that The De Smet News in which the Excerpts of Minutes of Meeting were published is and was at the time of publishing said Excerpts, the official newspaper for said Mathews Township and the nearest legal newspaper to the highway therein referred

Subscribed and sworn to before me this 18th day of November, 1966.

WILLIAM LOGAN

ELLSWORTH F. WILKINSON
Ellsworth F. Wilkinson
Notary Public, South Dakota.

(SEAL)

My Commission Expires: 9-10-1974

EXCERPTS FROM MINUTES OF MEETING

ARNOLD VINCENT, Supervisor of the Organized Civil Township of Mathews, Kingsbury County, South Dakota, presented the following Resolution and Order, and moved its adoption;

RESOLUTION AND ORDER

WHEREAS, a Petition has been filed with the Clerk of the Board of Supervisors of said Mathews Township pursuant to Section 28.0410 of the South Dakota Code of 1939 and Amendment Acts thereto, which Petition is executed by six electors of said Mathews Township, and which Petition asks that the whole of the public highway now and heretofore existing described as follows, to-wit:

All that part of Section line constituting the public highway system: one full mile between Section 20 and 21, Township 109, Range 56; one full mile between Section 17 and 20, Township 109, Range 56; one full mile between Section 14 and 11, Township 109, Range 57; one full mile between Section 15 and 10, Township 109, Range 57; one full mile between Section 25 and 36, Township 110, Range 57; one full mile between Section 26 and 35, Township 110, Range 57; one full mile between Section 27 and 34, Township 110, Range 57; one full mile between Section 24 and 23, Township 109, Range 57; one full mile between Section 4 and 5, Township 109, Range 56; one full mile between Section 32 and 33, Township 110, Range 56; one full mile between Section 1, Township 109, Range 57 and Section 6, Township 109, Range 56; one full mile between Section 36, Township 110, Range 57 and Section 31, Township 110, Range 56; one full mile between Section 7 and 18, Township 109, Range 56; one full mile between Section 25, Township 110, Range 57 and Section 30, Township 110, Range 56; one full mile between Section 24, Township 110, Range 57 and Section 19, Township 110, Range 56; one full mile between Section 13, Township 109, Range 56 and Section 18, Township 109, Range 55; one full mile, except the West 22 rods thereof between Section 18 and Section 19, Township 109, Range 55; one full mile between Section 24 and 25, Township 109, Range 57; the West one-half mile between the Northwest Quarter of Section 32 and the Southwest Quarter of Section 29, Township 109, Range 55; all in Kingsbury County, South Dakota; and one full mile between Section 31, Township 109, Range 56, Kingsbury County, South Dakota, and Section 6, Township 108, Range 56, Miner County, South Dakota; the West one-half mile between the Southwest Quarter of Section 32, Township 109, Range 56, Kingsbury County, South Dakota, and the Northwest Quarter of Section 5, Township 108, Range 56, Miner County, South Dakota.

be vacated for the reason that the public interest, convenience and/or necessity will be better served by such vacation; and

WHEREAS the said Petition is executed by the required number of electors residing within said Mathews Township, and it appearing to the Board of Supervisors of said Mathews Township that the public highways described herein is now not used or useable by the public, and that it is for the public interest, convenience and necessity that the above described public highways be vacated.

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved that the public highways hereinbefore described and the same HEREBY ARE VACATED: that a true copy of this Resolution and Order shall be published in The De Smet News, a legal and weekly newspaper, published in the City of De Smet, with Kingsbury County, South Dakota, and the Miner County Pioneer, a legal and weekly newspaper, published in the City of Howard, Miner County, South Dakota, for three successive weeks, and such highways as hereinbefore described shall be, after a lapse of thirty days, deemed as vacated without any further proceedings, unless an appeal is taken from the above Resolution and Order, in the manner and form provided by law.

Supervisor Gene Gruenhagen seconded the Motion for the adoption of the Resolution. On roll call the vote as to the adoption and passage of the above resolution and Order was as follows: In favor, Vincent, Hannah & Gruenhagen. The Resolution was thereupon declared passed and adopted.

WARREN HANNAH
Chairman

ATTEST:

WILLIAM M. LOGAN
Clerk

STATE OF SOUTH DAKOTA,

SS:

COUNTY OF KINGSBURY,

I, William M. Logan, the duly elected, qualified and acting Clerk of the Board of Supervisors of Mathews Township, Kingsbury County, South Dakota, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution and Order, and action taken thereupon by the Board of Supervisors of said Mathews Township, Kingsbury County, South Dakota, at a special meeting of said Board held on the 18th day of May, 1966, as the same appear and are of record in the Minutes of the Clerk of the said Board of Supervisors of said Mathews Township, and that the same is a true and correct transcript thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of May, 1966.

WILLIAM M. LOGAN

Clerk of Mathews Township,
Kingsbury County, South Dakota.

P E T I T I O N

TO THE HONORABLE BOARD OF SUPERVISORS OF THE ORGANIZED CIVIL TOWNSHIP OF MATHEWS, KINGSBURY COUNTY, SOUTH DAKOTA:

Pursuant to the provisions of Section 28,0410, South Dakota Code of 1939 and Amendment acts thereto, we, the undersigned electors of the organized Civil Township of Mathews, Kingsbury County, South Dakota, hereby respectfully PETITION you to vacate the public highways now and heretofore existing within said Townships, as hereinafter specifically described, for the reason that the public interest, convenience and/or necessity will be better serviced by such vacation, viz:

All that part of Section line constituting the public highway system one full mile between Section 20 and 21, Township 109, Range 56; one full mile between Section 17 and 20, Township 109, Range 56; one full mile between Section 14 and 11, Township 109, Range 57; one full mile between Section 15 and 10, Township 109, Range 57; one full mile between Section 25 and 36, Township 110, Range 57; one full mile between Section 26 and 35, Township 110, Range 57; one full mile between Section 27 and 34, Township 110, Range 57; one full mile between Section 24 and 23, Township 109, Range 57; one full mile between Section 4 and 5, Township 109, Range 56; one full mile between Section 32 and 33, Township 110, Range 56; one full mile between Section 1, Township 109, Range 57 and Section 6, Township 109, Range 56; one full mile between Section 36, Township 110, Range 57 and Section 31, Township 110, Range 56; one full mile between Section 7 and 18, Township 109, Range 56; one full mile between Section 25, Township 110, Range 57 and Section 30, Township 110, Range 56; one full mile between Section 24, Township 110, Range 57 and Section 19, Township 110, Range 56; one full mile between Section 13, Township 109, Range 56 and Section 18, Township 109, Range 55; one full mile, except the West 22 rods thereof between Section 18 and Section 19, Township 109, Range 55, one full mile between Section 24 and 25, Township 109, Range 57; the West one-half mile between the Northwest Quarter of Section 32 and the Southwest Quarter of Section 29, Township 109, Range 55; all in Kingsbury County, South Dakota; and one full mile between Section 31, Township 109, Range 56, Kingsbury County, South Dakota, and Section 6, Township 108, Range 56, Miner County, South Dakota; the West one-half mile between the Southwest Quarter of Section 32, Township 109, Range 56, Kingsbury County, South Dakota, and the Northwest Quarter of Section 5, Township 108, Range 56, Miner County, South Dakota.

Dated this 18th day of May, 1966.

NAME

FRANCIS PECKENPAUGH

JAMES PECKENPAUGH

JACK LOGAN

JOHN B. HAYDEN

NAME

WILLIAM M. LOGAN

Clerk of Mathews Township,
Kingsbury County, South Dakota.

Affidavit of Publication

STATE OF SOUTH DAKOTA,

County of Kingsbury.

Aubrey H. Sherwood, of said County being firstduly sworn, on oath says that he is the publisher of THE DE SMET NEWS, a weekly newspaper printed and published in De Smet in said County of Kingsbury and has full and personal knowledge of all the facts herein stated; that said newspaper is a legal newspaper and has a bona-fide circulation of at least two hundred copies weekly, and has been published within said County for fifty-two successive weeks next prior to the publication of the notice herein mentioned and was and is printed wholly or in part in an office maintained at said place of publication; that the Resolution and Order, a printed copy of which, taken from the paper in which the same was published, is attached to this sheet, and is made a part of this Affidavit, was published in said newspaper at least once in each week for three successive weeks on the day of each week on which said newspaper was regularly published, to-wit:

May 26, 1966;

June 2, 1966;

June 9, 1966;

that the full amount of the fee charged for the publication of said notice inures to the benefit of the publisher of said newspaper; that no agreement or understanding for the division thereof has been made with any other person; and that no part thereof has been agreed to be paid to any person whomsoever, and that the fees charged for the publication thereof are \$29.94

Aubrey H. Sherwood

Subscribed and sworn to before me this 21st
day of November A.D., 1966.

(SEAL)

LAURA E. SHERWOOD

Notary Public

County of Kingsbury, South Dakota

EXCERPTS FROM MINUTES
OF MEETING

Arnold Vincent, Supervisor of the Organized Civil Township of Mathews, Kingsbury County, South Dakota, presented the following Resolution and Order, and moved its adoption:

RESOLUTION AND ORDER

WHEREAS, a Petition has been filed with the Clerk of the Board of Supervisors of said Mathews Township pursuant to Section 28.0410 of the South Dakota Code of 1939 and Amendatory Acts thereto, which Petition is executed by six electors of said Mathews Township, and which Petition asks that the whole of the public highway now and heretofore existing described as follows, to-wit:

All that part of Section 11e constituting the public highway system one full mile between Section 20 and 21, Township 109, Range 56; one full mile between Section 17 and 20, Township 109, Range 56; one full mile between Section 14 and 11, Township 109, Range 57; one full mile between Section 15 and 10, Township 109, Range 57; one full mile between Section 25 and 36, Township 110, Range 57; one full mile between Section 26 and 35, Township 110, Range 57; one full mile between Section 27 and 34, Township 110, Range 57; one full mile between Section 24 and 23, Township 109, Range 57; one full mile between Section 4 and 5, Township 109, Range 56; one full mile between Section 32 and 33, Township 110, Range 57; one full mile between Section 1, Township 109, Range 57 and Section 6, Township 109, Range 56; one full mile between Section 36, Township 110, Range 57 and Section 31, Township 110, Range 56; one full mile between Section 7 and 18, Township 109, Range 56; one full mile between Section 25, Township 110, Range 57 and Section 30, Township 110, Range 56; one full mile between Section 24, Township 110, Range 57 and Section 19, Township 110, Range 56; one full mile between Section 13, Township 109, Range 56 and Section 18, Township 109, Range 55; one full mile, except the West 22 rods thereof between Section 18 and Section 19, Township 109, Range 55; one full mile between Section 24 and 25, Township 109, Range 57; the West one-half mile between the Northwest Quarter of Section 32 and the Southwest Quarter of Section 29, Township 109, Range 55; all in

Kingsbury County South Dakota; and one full mile between Section 31, Township 109, Range 56, Kingsbury County, South Dakota, and Section 6, Township 108, Range 56, Miner County, South Dakota; the West one-half mile between the Southwest Quarter of Section 32, Township 109, Range 56, Kingsbury County, South Dakota, and the Northwest Quarter of Section 5, Township 108, Range 56, Miner County, South Dakota.

be vacated for the reason that the public interest, convenience and/or necessity will be better served by such vacation; and

WHEREAS the said Petition is executed by the required number of electors residing within said Mathews Township, and it appearing to the Board of Supervisors of said Mathews Township that the public highways described herein is now not used or useable by the public, and that it is for the public interest, convenience and necessity that the above described public highways be vacated.

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved that the public highways hereinbefore described and the same HEREBY ARE VACATED; that a true copy of this Resolution and Order shall be published in The De Smet News, a legal and weekly newspaper, published in the City of De Smet, within Kingsbury County, South Dakota, and the Miner County Pioneer, a legal and weekly newspaper published in the City of Howard, Miner County, South Dakota, for three successive weeks, and such highways as hereinbefore described shall be, after a lapse of thirty days, deemed as vacated without any further proceedings, unless an appeal is taken from the above Resolution and Order, in the manner and form provided by law.

Supervisor Gene Gruenhagen seconded the Motion for the adoption of the Resolution.

On roll call the vote as to the adoption and passage of the above resolution and order was as follows:

In favor: Vincent, Hannah and Gruenhagen.

The Resolution was thereupon declared passed and adopted.
Warren Hannah
Chairman

ATTEST:
William M. Logan
Clerk

STATE OF SOUTH DAKOTA,
COUNTY OF KINGSBURY, SS:
I, William M. Logan, the duly elected, qualified and acting Clerk of the Board of Supervisors

of Mathews Township, Kingsbury County, South Dakota, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution and Order, and action taken thereupon by the Board of Supervisors of said Mathews Township, Kingsbury County, South Dakota, at a special meeting of said Board held on the 18th day of May, 1966, as the same appear and are of record in the Minutes of the Clerk of the said Board of Supervisors of said Mathews Township, and that the same is a true and correct transcript thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of May, 1966.

William M. Logan
Clerk of Mathews Township,
Kingsbury County, South Dakota.
5-26-3w-6-9

STATE OF SOUTH DAKOTA

Kingsbury County

Filed for record the 21 day of November A.D., 1966 at 2 o'clock and 50 minutes PM., and recorded in Book 21 of Misc. on page 305.

No. 9906

BURIED EXCHANGE FACILITY EASEMENT

DONALD D. MENZEL Register of Deeds
By: Audrey Menzel Deputy



C.FEE \$ 30.00
RECORDED
INDEXED
COMP.



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 4/6/2015 at 2:30 PM
and Recorded in Book 48 of Misc
on Page 999. Document # 38413

Recording Fee: \$30.00 Page:1 of 8
Transfer Fee: \$0.00

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

Prepared by and Return to:

**Micah Rorie, Dakota Access, LLC, 4401 South Technology Dr., South Suite, Sioux Falls, SD 57106
(605) 277-1662**

PROJECT: DAPL/Dakota Access Pipeline 30"

TRACT NUMBER: SD-KI-054.000 And SD-KI-054.100

PARCEL ID: 907, 908

COUNTY: Kingsbury

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated MARCH 26, 2015, is between **Arlie Nordland, Life Estate; Charlene Nordland-Sturges, Remainderman**, whose mailing address is **901 Doland Pl N., Sioux Falls, South Dakota 57107** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is **1300 Main Street, Houston, Texas 77002**, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed **thirty inches (30")** in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain tract of land, more or less, situated in the E ½ of the NW ¼ of Section 29, Township 109 North, Range 56 West, Kingsbury County, South Dakota, more particularly described in that Warranty Deed dated November 3, 2006 from Arlie Nordland and Opal M. Nordland, husband and wife to Charlene Nordland-Sturges, recorded in Book 108, Page 566, Register of Deeds, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

That certain tract of land, more or less, situated in the Northeast Quarter (NE ¼) of Section Twenty-Nine (29), Township One Hundred-Nine (109) North, Range Fifty-Six (56) West, Kingsbury County, South Dakota, more

Initial CNS

particularly described in Warranty Deed dated November 3, 2006 from Arlie Nordland and Opal M. Nordland, husband and wife to Charlene Nordland-Sturges, recorded in Book 104, Page 382, Official Public Records, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch drawn on a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any. Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement Premises shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.
 - a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.
 - b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.
2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.
3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property,

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may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

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8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.
9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.
10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.
11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.
12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.
13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.
15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of South Dakota and all applicable federal laws.
16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.
17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

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18. After the original construction of the pipeline on the Permanent Easement Property has been completed, Grantee agrees to compensate Grantor and Grantor's lessees and tenants for any and all future actual damages, if any, caused by further operations or activities by Grantee in connection with the Permanent Easement Property.

19. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 26TH day of MARCH, 2015.

GRANTOR:

Charlene Nordland-Sturges
Charlene Nordland-Sturges,
Remainderman

Charlene Nordland-Sturges
Arle Nordland, Life Estate
P.O.A

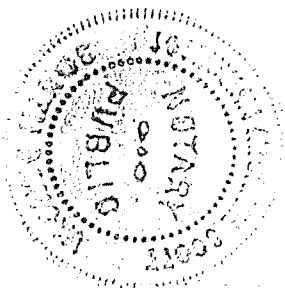
Initial CNS

ACKNOWLEDGMENT

State of South Dakota)
County of Kingsbury) ss

BEFORE ME, the undersigned authority, on this day personally appeared Charlene Nordland-Sturges, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of March, 2015.



Jonathan M. Scott
Notary Public

My Commission Expires: 11-06-2020

ACKNOWLEDGMENT

State of South Dakota)
County of Kingsbury) ss

BEFORE ME, the undersigned authority, on this day personally appeared Arlie Nordland, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of March, 2015.



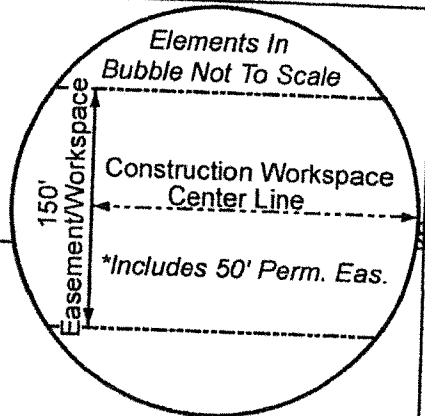
Jonathan M. Scott
Notary Public

My Commission Expires: 11-06-2020

Initial CNS

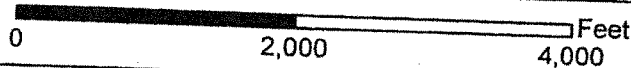
Exhibit A
KINGSBURY COUNTY, SD
S29-R56W-T109N

SD-KI-054.100
 Tax ID: 907
 Charlene Nordland-Sturges



E 2011973.16 ,
N 16068221.41

E 2014084.97 ,
N 16066075.43



ROW Length: 2975.95 Ft. = 180.36 Rods
 Proposed Permanent Easement: 3.5 AC
 Temp Easement/ Workspace: 6.99 AC
 Add Temp Easement/ Workspace: AC

Linear/Areal Calc = NAD 1983 UTM
 Zone 14N

Tract No.: SD-KI-054.100



DAKOTA ACCESS, LLC
 An ENERGY TRANSFER Company

Proposed Pipeline Easement Across:
 Charlene Nordland-Sturges

• Entry & Exit



Property Boundaries



Temporary Easement - Workspace



Additional Temporary Easement - Workspace



Proposed Permanent Easement



Adjacent Property Boundaries

Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

CNS
 Landowner Initials

Exhibit A
KINGSBURY COUNTY, SD
S29-R56W-T109N

SD-KI-054.100 Tax ID: 907 Charlene Nordland-Sturges		
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="flex: 1;"> </div> <div style="flex: 1; text-align: right;"> Feet 0 2,000 4,000 </div> </div>		
ROW Length: 2975.95 Ft. = 180.36 Rods Proposed Permanent Easement: 3.5 AC Temp Easement/ Workspace: 6.99 AC Add Temp Easement/ Workspace: AC Linear/Areal Calc = NAD 1983 UTM Zone 14N		<div style="text-align: center;"> <p>DAKOTA ACCESS, LLC An ENERGY TRANSFER Company</p> </div> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> Proposed Pipeline Easement Across: Charlene Nordland-Sturges </div>
Tract No.: SD-KI-054.100		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <ul style="list-style-type: none"> • Entry & Exit Property Boundaries Proposed Permanent Easement </div> <div style="width: 45%;"> <ul style="list-style-type: none"> Temporary Easement - Workspace Additional Temporary Easement - Workspace Adjacent Property Boundaries </div> </div>		
<p>Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.</p> <div style="margin-top: 10px;"> Landowner Initials </div>		

Prepared by:
Micah Rorie, Dakota Access, LLC,
Attn: Land & Right-of-Way Dept.
1300 Main Street
Houston, TX 77002
(713) 989-7801
PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: SD-KI-054.000 & SD-KI-054.100
PARCEL ID: 907, 908
COUNTY: Kingsbury



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 9/12/2017 at 9:28 AM.
and Recorded in Book 51 of Misc
on Page 56. Document # 41442

Recording Fee: \$30.00 Page: 1 of 4

Transfer Fee: \$0.00

By Carly J. Hjel Register of Deeds
Deputy

AFFIDAVIT OF AS-BUILT DRAWINGS AND CONSTRUCTION

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF KINGSBURY)

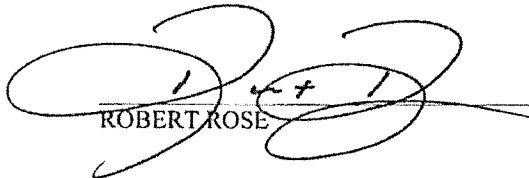
Robert Rose, being first duly sworn, deposes and states as follows:

1. That I am the Vice President of Land and Right of Way for Dakota Access, LLC, a Delaware limited liability company ("Dakota Access").
2. As Vice President of Land and Right of Way, I have been charged with locating, securing and recording certain easements, memorandums of easements and other right-of-way agreements ("Easements") in connection with that certain pipeline located in South Dakota commonly referred to as the Dakota Access Pipeline (the "Pipeline").
3. By instrument dated March 26, 2015, recorded under document number 38413 of the Register of Deeds of Kingsbury County, South Dakota, Arlie Nordland, Life Estate; Charlene Nordland-Sturges, Remainderman, as Grantor granted to Dakota Access, LLC, as Grantee, an easement (the "Easement") on, over and across the below described lands in Kingsbury County, South Dakota for the right to lay, maintain, operate, replace, repair and remove one pipeline along with any related facilities contemplated in the Easement.
4. In connection with the Easements, I am responsible for procuring "as-built" drawings of the Pipeline which reflect an accurate survey of the location of the Pipeline upon completion of construction and installation of the Pipeline
5. Based upon the foregoing, I hereby certify that attached herewith are true and correct copies of the as-built drawings of the Pipeline as the same is located upon the below described properties of Grantor:

That certain tract of land, more or less, situated in the E ½ of the NW ¼ of Section 29, Township 109 North, Range 56 West, Kingsbury County, South Dakota, more particularly described in that Warranty Deed dated November 3, 2006 from Arlie Nordland and Opal M. Nordland, husband and wife to Charlene Nordland-Sturges, recorded in Book 108, Page 566, Register of Deeds, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

That certain tract of land, more or less, situated in the Northeast Quarter (NE 1/4) of Section Twenty-Nine (29), Township One Hundred-Nine (109) North, Range Fifty-Six (56) West, Kingsbury County, South Dakota, more particularly described in Warranty Deed dated November 3, 2006 from Arlie Nordland and Opal M. Nordland, husband and wife to Charlene Nordland-Sturges, recorded in Book 108, Page 566, Official Public Records, Kingsbury County, South Dakota, less and except any conveyances heretofore made.

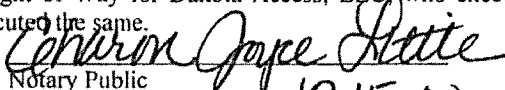
DATED this 6th day of September 2017.


ROBERT ROSE

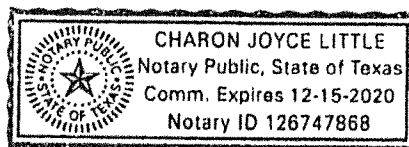
THE STATE OF TEXAS §

COUNTY OF HARRIS §

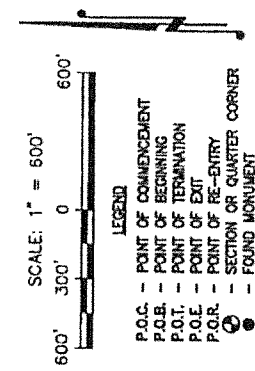
On this 6th day of SEPTEMBER, 2017, before me, a notary public in and for said state, appeared before me, Robert Rose, Vice President of Land and Right of Way for Dakota Access, LLC, who executed the foregoing instrument and acknowledged to me that he executed the same.


Notary Public
My Commission Expires: 12-15-20

Return This Instrument To:
Dakota Access, LLC
Attn: Land & Right-of-Way Dept.
1300 Main Street
Houston, TX 77002

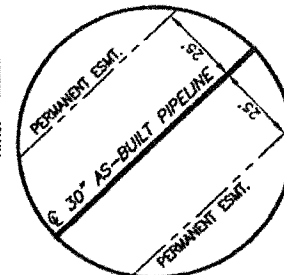
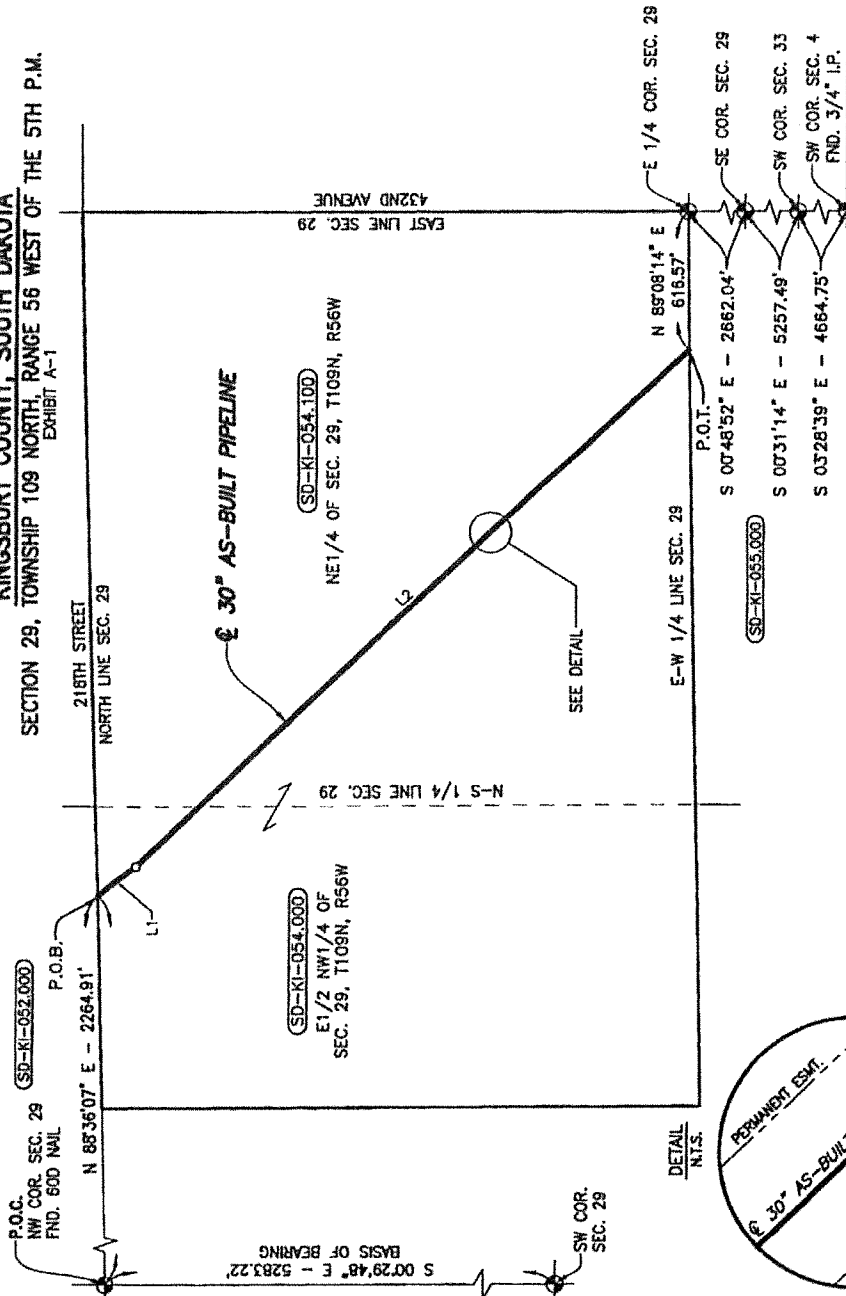


KINGSBURY COUNTY, SOUTH DAKOTA
SECTION 29, TOWNSHIP 109 NORTH, RANGE 56 WEST OF THE 5TH P.M.
EXHIBIT A-1



NOTES:

- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
- BASES OF BEARING: NAD 83, UTM ZONE 14, GRID NORTH, USFS DETERMINED THROUGH THE USE OF GPS SOLUTIONS AND TIED TO THE SURVEY USING GPS RTK METHODS OF SURVEY COMMON TO THE INDUSTRY.
- ACCESS EASEMENT(S) DESCRIBED IN THE EASEMENT AGREEMENT SHALL REMAIN AS DESCRIBED IN SUCH EASEMENT AGREEMENT EXCEPT TO THE EXTENT SUCH ACCESS EASEMENT(S) ARE OTHERWISE DEPICTED ON THE AS-BUILT EXHIBITS.



LENGTH OF AS-BUILT PIPELINE: 3553.26 FEET = 215.35 RODS
PERMANENT EASEMENT: (4.08 AC.)

AS-BUILT LINE TABLE		
LINE #	LENGTH	BEARING
L1	209.73'	S37°35'12\"E
L2	334.33'	S43°31'38\"E

REV.		DATE	BY	CHK.	JHT
00	10/04/18	10/04/18	JHT	CHK.	
PROJECT NO. 10395700					
WOOD GROUP MUSTANG, INC.					
SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145					

KINGSBURY COUNTY		SOUTH DAKOTA	
DRAWN BY: DJ	DATE: 04/19/18	DWG. NO.	REV.
CHECKED BY: JHT	DATE: 10/04/18	SD-KI-054.000	SD-KI-054.100
SCALE: 1" = 600'		APP: CH	00

KINGSBURY COUNTY, SOUTH DAKOTA
SECTION 29, TOWNSHIP 109 NORTH, RANGE 56 WEST OF THE 5TH P.M.
EXHIBIT A-1

Permanent Easement Description

A 50.0 foot wide Permanent Easement:

That part of the East Half of the Northwest Quarter (E1/2 NW1/4) and the Northeast Quarter (NE1/4) of Section 29, Township 109 North, Range 56 West of the 5th P.M., Kingsbury County, South Dakota. Commencing at a 600 nail found for the Northwest corner of said Section 29; thence N88°36'07"E 2264.91 feet along the North line of said Section 29 to the Point of Beginning in the North line of the SD-KI-054.000 tract. Said Permanent Easement described as being 25 foot left and 25 foot right of the installed 30 inch pipeline; thence S37°35'12"E 209.73 feet to a point; thence S43°51'36"E 3343.53 feet to the Point of Termination in the South line of the SD-KI-054.100 tract, same being in the East-West Quarter line of said Section 29 from which a 3/4 inch iron pipe found for the Southwest corner of Section 4, Township 108 North, Range 56 West bears N89°08'14"E 616.57 feet along the East-West Quarter line of said Section 29 to the East Quarter corner of said Section 29; thence S00°48'52"E 2662.04 feet along the East line of said Section 29 to the Southeast corner of said Section 29; thence S00°31'14"E 5257.49 feet along the West line of Section 33 of said Township 109 North, Range 56 West to the Southwest corner of said Section 33; thence S03°28'39"E 4664.75 feet along the West line of said Section 4. Said Permanent Easement contains 4.08 Acres, more or less.

FILE: E:\Projects\103957\DISC\ME\CAO\DRAWINGS\84-PROPERTY-PLAT\AS-BUILT\SOUTH DAKOTA\KINGSBURY\AS-BUILT-SD-KI-054.000.dwg PLOT DATE: 11/22/2016 BY: FONTEVOT, SWAN

SHEET 2 OF 2

				DAKOTA ACCESS, LLC			
DD	10/04/16	SC	ISSUED FOR AS-BUILT	JHY	30" AS-BUILT PIPELINE E1/2 NW1/4 AND NE1/4 OF SEC. 29, T109N, R56W		
REV.	DATE	BY	DESCRIPTION	CHK.			
PROJECT NO. 10395700					KINGSBURY COUNTY SOUTH DAKOTA		
WOOD GROUP MUSTANG, INC. SOUTH DAKOTA REGISTERED ENGINEERING FIRM C-7145					DRAWN BY: DV	DATE: 04/19/16	DWG. NO.
					CHECKED BY: JHY	DATE: 10/04/16	SD-KI-054.000
					SCALE: N.T.S.	APP: CH	SD-KI-054.100
							00