

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

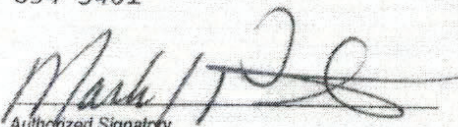
This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Issued through the Office of

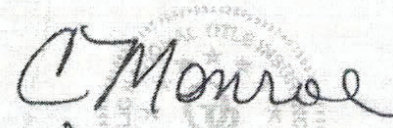
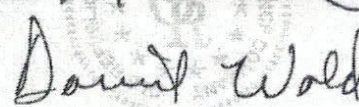
Purintun Abstract & Title, LLC
103 2nd St SE PO Box 448
De Smet, SD 57231-0448
605 854 3401

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory
Mark J. Purintun

ORT Form 4690 8-1-16
ALTA Commitment for Title Insurance

By  President
Attest  Secretary

Schedule A

ALTA COMMITMENT

1. Commitment Date: **TBD**, 2021 at 7:00 AM

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Insured: **TBD**

Proposed Policy Amount: **TBD**

(b) ALTA Loan Policy

Proposed Insured: **TBD**

Proposed Policy Amount: **TBD**

(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:

Lacinda Jensen Living Trust U/D/T 11-5-2020

5. The Land is described as follows:

Parcel 01: The South Half of the Southeast Quarter (S½SE¼) of Section Thirty-Three (33), Township One Hundred Ten (110) North, Range Fifty-Four (54) West of the 5th P.M., in Kingsbury County, South Dakota. DOE# 1692

Parcel 02: The Northeast Quarter (NE¼) of Section Eight (8), Township One Hundred Nine (109) North, Range Fifty-Four (54) West of the 5th P.M., in Kingsbury County, South Dakota. DOE# 422

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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.
5. "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. 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.
8. 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.
9. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
10. 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.
11. 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.
12. Any service, installation or connection charge for sewer, water or electricity.
13. Subject to unrecorded leases, if any.
14. Real Estate Taxes, (and Special Assessments, if any), for year 2021 and subsequent years which constitute a lien but are not due and payable.
15. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
16. Subject to any setback lines and utility easements that may exist.
17. 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.

(continued on next page)

SCHEDULE B-II (continued)

18. Terms and conditions of Grant of Right of Way to County granted to County of Kingsbury, State of South Dakota, filed December 19, 1966 at 1:15 PM and recorded in Book 22 of Misc., on page 16, for a strip of land 17 feet wide running along the entire S1/2SE1/4-33-110-54 adjoining the present county highway located along the east side of S1/2SE1/4-33-110-54
19. Terms and conditions of Right-of-Way Easement granted to Kingbrook Rural Water System, Inc., filed May 22, 1979 at 8 AM and recorded in Book 26 of Misc., on page 631. [NE1/4-8-109-54]
20. Terms and conditions of Right-of-Way Easement granted to Kingbrook Rural Water System, Inc., filed April 26, 1988 at 9:30 AM and recorded in Book 30 of Misc., on page 782. [NE1/4-8-109-54]
21. Duties and obligations of Vested Drainage Right Registration Form filed March 6, 1992 at 1:30 PM and recorded in Book 33 of Misc., on page 404, which shows NE1/4-8-109-54 as land onto which water is drained.
22. Duties and obligations of Vested Drainage Right Registration Form filed June 30, 1992 at 10:21 AM and recorded in Book 35 of Misc., on page 207, which shows SE1/4-33-110-54 as land onto which water is drained.
23. Parcel 01: 2020 Real Estate Taxes due and payable in 2021 in the amount \$1771.84 are paid in full. Parcel DOE# 1692
Parcel 02: 2020 Real Estate Taxes due and payable in 2021 in the amount \$3674.58 are paid in full. Parcel DOE# 422

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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;
- (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.

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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

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>.

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**Old Republic National Title Insurance Company
And it's agent**

Purintun Abstract and Title, LLC

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and .

Purintun Abstract & Title, LLC

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
 - Information about your transactions we secure from our files, or from [our affiliates or] others.
 - Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION
ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT
SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**FACTS****WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

This instrument Drafted by
Wilkinson & Schumacher Law Prof LLC
103 Joliet Ave., P.O. Box 29
De Smet, South Dakota 57231-0029
Tele. (605) 854-3378



FEE \$30.00
RECORDED
INDEXED
COMP.

STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 11/13/2020 at 3:40 PM
and Recorded in Book 119 of Deeds
on Page 72. Document # 45629

Recording Fee: \$30.00 Page: 1 of 2
Transfer Fee: \$0.00

By Caryn J. Jensen Register of Deeds
Deputy

WARRANTY DEED

LACINDA JENSEN, a single person, of 1051 Breckenridge Lane, Brookings, South Dakota 57006, GRANTOR, for no money consideration, Grant, Convey and Warrant to LaCinda Jensen as Trustee of the LACINDA JENSEN LIVING TRUST U/D/T 11-5-2020, of 1051 Breckenridge Lane, Brookings, South Dakota 57006 GRANTEE, all of her interest in and to the following described real estate in Kingsbury County, South Dakota:

The South Half of the Southeast Quarter (S ½ SE ¼) of Section Thirty Three (33), Township One Hundred Ten (110), Range Fifty Four (54), in Kingsbury County, South Dakota.

The Northeast Quarter (NE ¼) of Section Eight (8), Township One Hundred Nine (109), Range Fifty Four (54), Kingsbury County, South Dakota, subject to easements and reservations of record.

Subject to easements and reservations of record.

Dated this 5th day of November 2020.

Exempt from Transfer Fee
Pursuant to SDCL 43-4-22 (18)

**EXEMPT FROM
TRANSFER FEE**

LaCinda Jensen
LaCinda Jensen

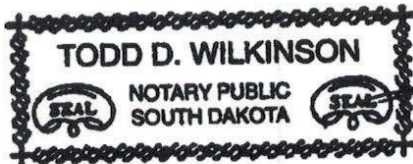
STATE OF SOUTH DAKOTA)

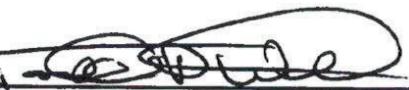
:ss

COUNTY OF KINGSBURY)

On this the 5th day of November 2020, before me, Todd D. Wilkinson, the undersigned officer, personally appeared LaCinda Jensen, a single person, known to me and satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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




Notary Public, South Dakota
My Commission Expires: 5-15-2024.

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

11/01/2021

Parcel Information for Bill #: 2021 - 1 - 3245

Record #: 422

TAXPAYER: LACINDA JENSEN
1501 BRECKENRIDGE LANE
BROOKINGS SD 57006-

Prop Addr: 21559 441ST ST

Title:

Legal: WHITEWOOD TOWNSHIP
NE 8-109-54

8 - 109 - 54 0 - 0

School: 38-3

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,837.29	.00	.00	.00	03/15/2021	1053
2nd Half:	1,837.29	.00		.00	03/15/2021	1053
Totals:	3,674.58			.00		
				***** Interest *****		
				Thru: 11/01/2021		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	458691	0	0	0	0	0
Total Tax:	3674.58	.00	.00	.00	.00	.00

1st half paid by: CINDY THOMAS JENSEN - MAIL
2nd half paid by: CINDY THOMAS JENSEN - MAIL

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

11/01/2021

Parcel Information for Bill #: 2021- 1 -3246

Record #: 1692

TAXPAYER: LACINDA JENSEN
1501 BRECKENRIDGE LANE
BROOKINGS SD 57006-

Prop Addr: STR 33-110-54

Title:

Legal: WHITEWOOD TOWNSHIP
S2SE 33-110-54

33 - 110 - 54 0 - 0

School: 38-3

Acres / Lots: 80.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	885.92	.00	.00	.00	03/15/2021	1052
2nd Half:	885.92	.00		.00	03/15/2021	1052
Totals:	1,771.84			.00		
				***** Interest *****		
				Thru: 11/01/2021		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	221175	0	0	0	0	0
Total Tax:	1771.84	.00	.00	.00	.00	.00

1st half paid by: CINDY THOMAS JENSEN - MAIL
2nd half paid by: CINDY THOMAS JENSEN - MAIL

GRANT OF RIGHT OF WAY TO COUNTY

KNOW BY ALL THESE PRESENTS: That I, Ruth H. Jensen,

being one of the owners of separate parcels of land lying ^{east} ~~west~~ and ~~south~~ adjacent to a public highway known as City of Oldham and City of Lake Preston Co. Hwy. # 10 running north and south between/ South Dakota, do hereby give, grant, dedicate and quit claim unto said County of Kingsbury, State of South Dakota an easement or right of way for the construction, improvement, operation and maintenance of a public road upon and across the following land lying and being situated in the County of Kingsbury, and the State of South Dakota, to-wit:

A strip of land (17) seventeen feet wide running along the entire S 1/2, S E 1/4, Sec. 33, Twp. 110, R. 54. The seventeen feet are adjoining the present County Highway that now exists. This strip of land begins approximately (33) Thirty three feet from center line of the present highway and extends to the east or west of the now existing right of way and runs from the north to the south

To have and to hold the said easement or right of way unto the said County of Kingsbury, State of South Dakota, for public road or highway purposes, so long as the same shall be used, operated and maintained as a public highway; and the grantors hereby dedicate their respective interests in said strip of land to public use for such purposes.

The grantors herein expressly limit the grant and quit claim of this easement or right of way to their respective interests in those parcels of land across which the above described strip of land lies.

The grantors herein for the purposes and considerations herein above contained and expressed, do hereby join in the grant of this easement or right of way, and in this dedication to public use, for the purpose of relinquishing any right and homestead which we may or might have.

RUTH H. JENSEN

STATE OF SOUTH DAKOTA,

County of Kingsbury

} ss.

On this 11 day of Oct, 19 66, before me, the undersigned, the following person appeared, Ruth H. Jensen, to me known to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

PRESTON OLIVER

My commission expires Dec. 3, 1967 Notary Public in and for the State of South Dakota

BORROW PERMIT

KNOW ALL MEN BY THESE PRESENTS: That I, Ruth H. Jensen, Lake Preston of the County of Kingsbury, State of South Dakota, hereby do dedicate unto the County of Kingsbury, State of South Dakota the right to take materials, consisting of rock, gravel, sand and earth from any portion of the hereinafter described tract of land, for the purpose of construction, maintaining and repairing highways, at any and all time from date hereof until

Dec. 1, 1968 together with the right to operate necessary equipment thereon and right of ingress and egress for the purpose of removing said materials therefrom, to the right of way of County Road No. 10 said tract of land being situated in the County of Kingsbury, State of South Dakota, and described as follows:

Situated along the entire east length of the S 1/2, S E 1/4, Sec. 33, Twp. 110, R. 54.

In witness whereof I have hereunto set my hand and seal this 11 day of Oct A. D. 19 66

RUTH H. JENSEN

STATE OF SOUTH DAKOTA,

County of Kingsbury

} ss.

On this 11 day of Oct, 19 66, before me, the undersigned, the following person appeared Ruth H. Jensen to me known to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

PRESTON OLIVER

My commission expires Dec. 3, 1967 Notary Public in and for the State of South Dakota

Filed for record the 19 day of December, 19 66, at 1:15 o'clock P. M. and recorded in Book 22 of Miscellaneous Records, on page 16

DONALD D. MENZEL

Register of Deeds, Kingsbury County, S. D.

RIGHT-OF-WAY EASEMENT

No. 03511

Educator Supply & Printing Co., Mitchell, S. D. — 57109

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to George D. Jensen and _____

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 erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove 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 Kingsbury County, State of South Dakota, said land being described as follows:

NE 1/4 8-109-54

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

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

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

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 26th day of March, 19 79.

GEORGE D. JENSEN (SEAL)

(SEAL)

STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.

On this the 26th day of March, 19 79, before me, Phyllis M. Taschner

the undersigned officer, personally appeared George D. Jensen

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.

(S E A L)

PHYLLIS M. TASCHNER
Notary Public, State of South Dakota.

My Commission expires: 3/21/83

STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.

Filed for record the 22 day of May, A. D. 19 79 at 8 o'clock and - minutes A. M., and recorded in Book 26 of Misc. on page 631

DONALD D. MENZEL

Register of Deeds.

By _____ Deputy.

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

Arlyn D. Jensen and 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 erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove 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 Kingsbury County, State of South Dakota, said land being described as follows:

NE¹ of Sec. 8-T109-R54

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

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

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

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 25th day of April, 1988.

Arlyn D. Jensen

(SEAL)

(SEAL)

STATE OF SOUTH DAKOTA

County of Kingsbury

On this the 25th day of April, 1988, before me, Jolene King

the undersigned officer, personally appeared Arlyn D. Jensen

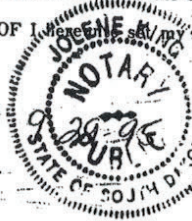
known to me or satisfactorily proven to be the person whose name

is subscribed to the within instrument and acknowledged

that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have set my hand and official seal

My Commission expires:



STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY, Notary Public, State of South Dakota

Filed for record the 30 day of April, 1988, at 2 o'clock PM in Book 30 of Min on page 782

Register of Deeds

Deputy

FEE \$ 3.00

RECORDED
INDEXED
GRANTOR
GRANTEE

404

1. Claimant of Vested Drainage Right:

Name Leonhardt Dale C.
(Last) (First) (Middle)

Address RR1 Box 108 Political Subdivision or Company name (if applicable)

City Oldham State SD Zip Code 57051

Co-Owner or Other Interest Owner:

Name _____

Address _____

City _____ State _____ Zip Code _____

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

SE 1/4 + S 38 3/4 of NE 1/4 of Sec. 5, Twp 109 Rg. 54 in the County of Kingsbury

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

SW 1/4 of Sec. 5, Twp 109 Rg. 54 in the County of Kingsbury

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right:

_____ of Sec. _____, Twp _____ Rg. _____ in the County of _____

3. The man made modifications consist of _____ (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/SCS map.

A man made ditch approx 200' x long 30' w 12" deep B. Grader ditch 100' long 30' w 18" deep C. Grader ditch 250' x long 30' w 1' deep D. Natural Flow

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

A runs along road ditch to SW 1/4 S 109-54 B runs same way as A
C. Water runs northeast to big Slough D. Over flow route
B can cross road through culvert to SW 1/4 S 109-54 which drains toward SW 1/4 109-54

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

A. ☒ Same as section 4; or

B. See attached Photo

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

A, B. were part of farm when I moved on farm in 1965 C. was put in about 1978 D. is natural over flow which flowed in 1986 + 1987

7. The claimed drainage right has existed since:

A. Approx 1 1950; or

B. Unknown

Dale Leonhardt Dated this 5 day of March, 1992.

Signatures of claimants

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

On this 5 day of March, before me, LaDonna Williams, the undersigned officer, personally appeared Dale Leonhardt known to me or satisfactorily proven to be the person whose name(s) _____ subscribed to the within instrument and acknowledged that _____ he executed the same for the purposes therein contained.

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

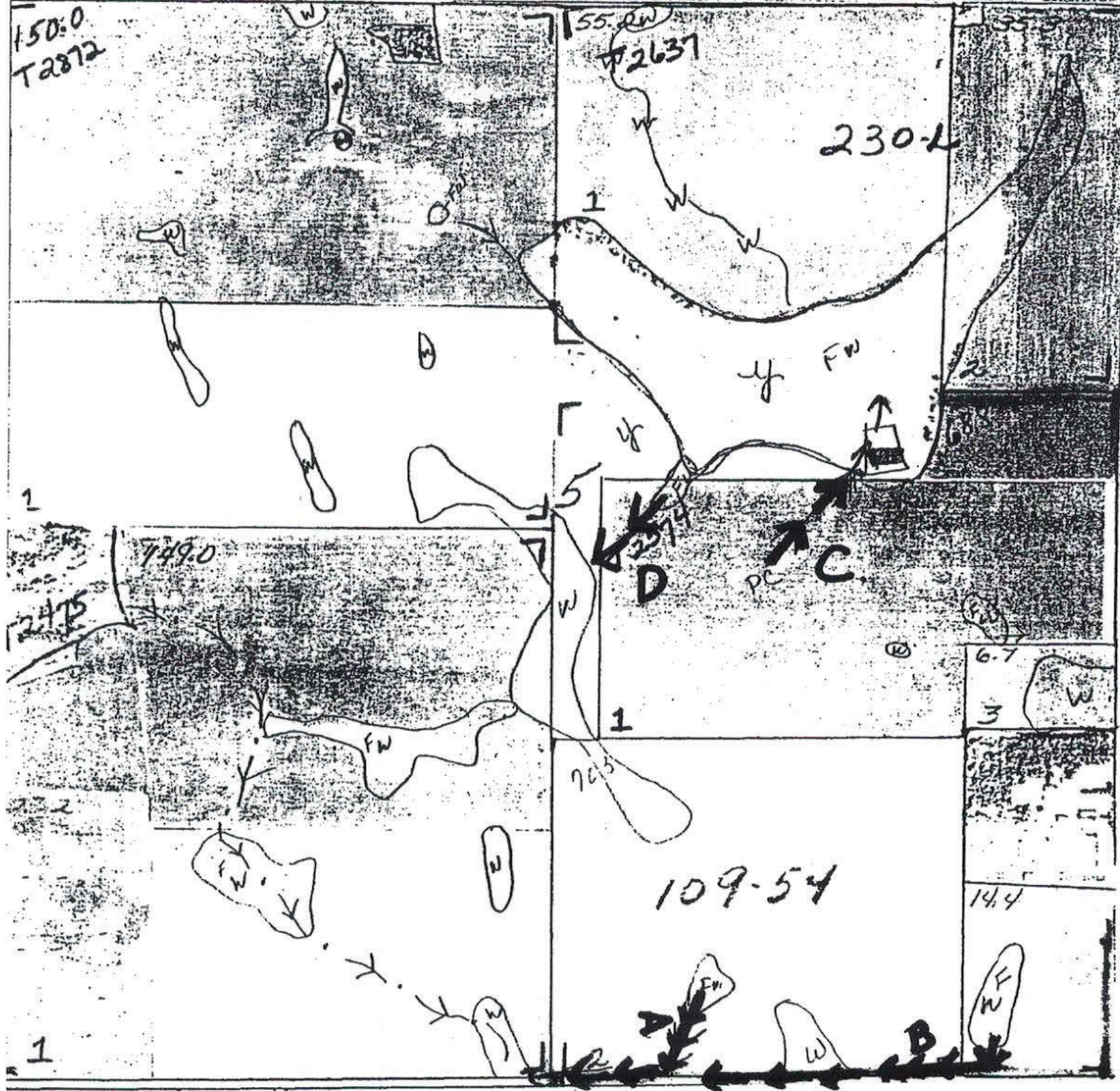


LaDonna Williams
Notary Public
Title of Officer
My commission expires 4-8-1995

OFFICIAL WETLAND DETERMINATION
FOR HIGHLIGHTED TRACTS ONLY

SYMBOL KEY

- (W) Wetland
- (FW) Ditched or tiled prior to 12-23-85 but still wetland
- (PC) Converted Wetland prior to 12-23-85
- (CH) Converted Wetland after 12-23-85
- (---) Ditched prior to 12-23-85
- (--->---) Tiled prior to 12-23-85
- (W W) Wetlands in narrow channel



06874

STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY

Filed for record the 6 day of May, 1992 at 1:30 o'clock
M in Book 33, page 404.

Ja. Tonne Williams By _____ Deputy
Register of Deeds

FEE \$5.00
RECORDED
INDEXED
GRANTOR
GRANTEE

405

APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Folsland Patricia A.
(Last) (First) (Middle Initial)

Political Subdivision or Company Name (if applicable)

Address Box 103 R.R. 1
City Oldham State S.D. Zip Code 57051

Co-Owner or Other Interest Owner:

Name _____
Address _____
City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained (dominant estate):

SE 1/4 of the SW 1/4 of Sec. 34, Twp. 110, Rg. 54, in the County of Kingsbury

B. State the legal description of the land onto which the water is drained (servient estate):

SE 1/4 of the SW 1/4 of Sec. 33, Twp. 110, Rg. 54, in the County of Kingsbury

C. State the legal description of the land for which the drainage right is claimed, if different than A, above (pre-
scriptive right):

____ 1/4 of the ____ 1/4 of Sec. ____ Twp. ____ Rg. ____ in the County of ____

3. The man made modifications consist of ditches (i.e. drain tile, ditch, levee, dike, etc.).
Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3 ft. deep and 80 ft. long):

4 ft deep 20 ft wide 4000 ft long

4. The claimed drainage right has existed since:

A. 10 1 6 1936; or
Month Day Year

B. X Unknown

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

South west

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

A. X Same as paragraph 5; or

B. _____

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

Dated this 30 day of June, 1992.

Patricia Folsland

STATE OF SOUTH DAKOTA

COUNTY OF Kingsbury) SS

On this 30th day of June, before me, Arlyn Smith,
the undersigned officer, personally appeared Patricia Folsland, known to me or satisfactorily
proven to be the person whose name _____ subscribed to the within instrument
and acknowledged that she executed the same for the purposes therein contained.

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

Arlyn Smith

Notary Public

Title of Officer

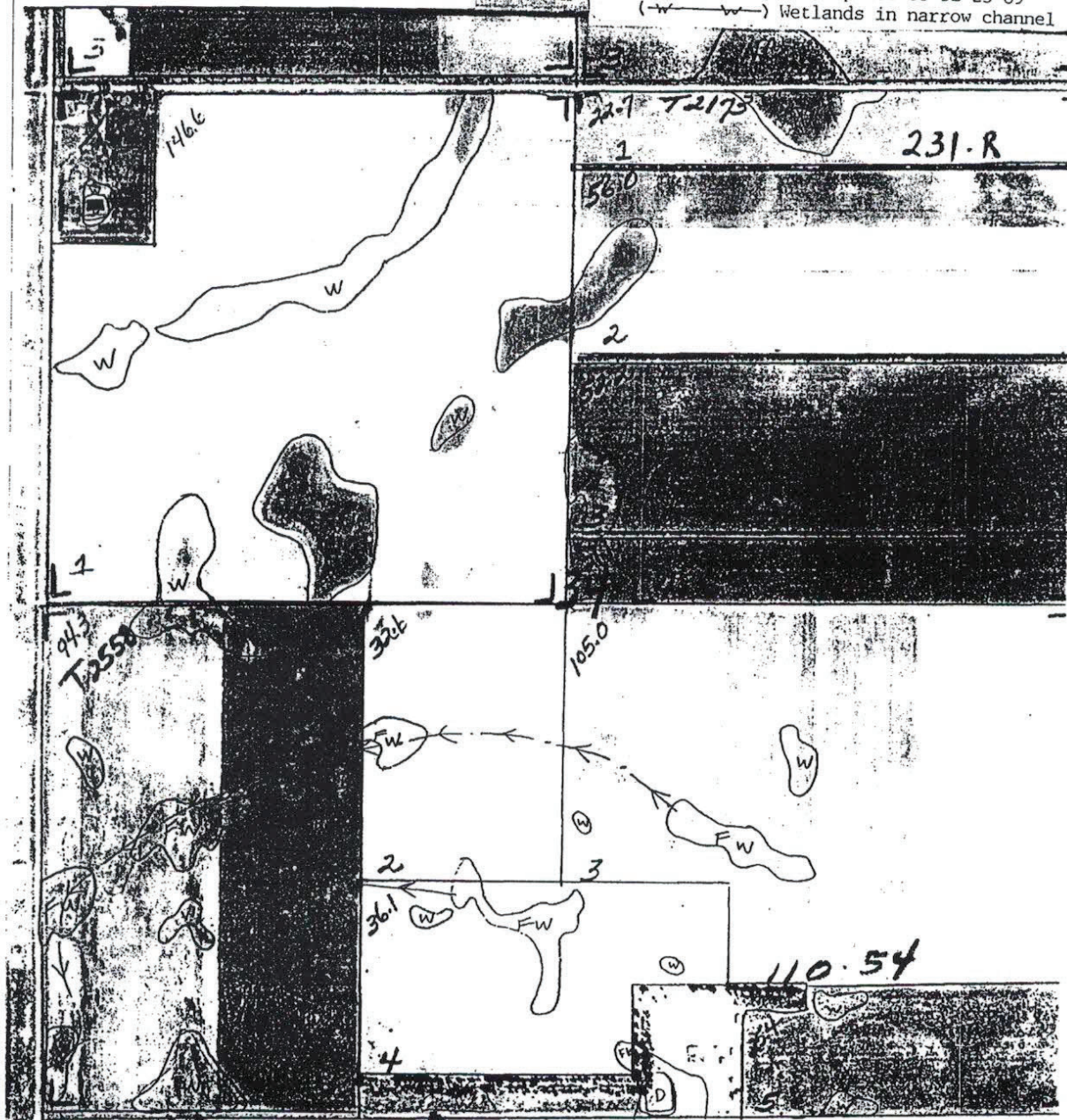
My commission expires 7-2-97

OFFICIAL WETLAND DETERMINATION
for Highlighted Tracts Only

208

TO

(FW) Ditched or tilled prior to 12-23-85 but still wetland
(PC) Converted Wetland prior to 12-23-85
(CW) Converted Wetland after 12-23-85
(---) Ditched prior to 12-23-85
(---) Tilled prior to 12-23-85
(-w-w-) Wetlands in narrow channel



07915

STATE OF SOUTH DAKOTA } ss
Kingsbury County

Filed for record the 30 day of
June A.D., 1992 at 10
and 21 minutes A.M., and recorded
in Book 35 of Miss
on page 207
Patton Williams
Register of Deeds
By _____ Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTED