

Schedule A

ALTA COMMITMENT

1. Commitment Date:
2. Policy to be issued: "To Be Determined"
 - (a) 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 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:
Parcel 1: Todd M. Stubbe and Jennie L. Whitten, as tenants in common, an undivided ½ interest; and
Madonna R. Riley, Trustee of the Madonna R. Riley Revocable Trust dated February 10, 2016, an undivided ½ interest
Parcel 2: Madonna R. Riley, as Trustee of the Madonna R. Riley Revocable Trust U/D/T February 10, 2016
5. The Land is described as follows:
Parcel 1: The Southwest Quarter (SW1/4) of Section Eight (8), Township One Hundred Eleven (111) North, Range Fifty-Six (56) West of the
5th P.M., in Kingsbury County, South Dakota Parcel DOE# 3061
And
Parcel 2: The North 1,270.50 feet of the Southeast Quarter (SE1/4), except the West 295.16 feet of the North 147.58 feet , of Section Eight (8),
Township One Hundred Eleven (111) North, Range Fifty-Six (56) West of the 5th P.M., in Kingsbury County, South Dakota
Parcel DOE# 8334

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.
5. An Easement for ingress and egress must be granted to Kingbrook Rural Water System, Inc. to access the West 295.16 feet of the North 147.58 feet of the SE1/4-8-111-56

"TO BE DETERMINED"

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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. 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.
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 2022 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 which are not shown of/by public record.
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 Conveyance Of Easement For Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior filed April 21, 1965 at 1:20 PM and recorded in Book 21 of Misc., on page 439, and Amended To Conveyance Of Easement For Waterfowl Management Rights filed December 11, 1989 at 3:15 PM and recorded in Book 31 of Misc., on page 631, which covers S1/2-8-111-56 except the West 295.16 feet of the North 147.58 feet of the NE1/4SE1/4, and except the West 295.16 feet of the South 295.16 feet of the SE1/4.
19. Terms and conditions of Right Of Way Easement granted to Kingbrook Rural Water System, Inc. filed September 21, 1977 at 2 PM and recorded in Book 25 of Misc. on page 330, which covers SE1/4-8-111-56.
20. Terms and conditions of Option To Purchase filed 6/30.2014 at 9:50 AM and recorded in Book 48 of Misc., on page 300.
21. 2021 Real Estate Taxes due and payable in 2022 are as follows:
For Parcel 1: \$1584.94, 1st half due April 30, 2022 in the amount of \$792.47 is paid, 2nd half due October 31, 2022 in the amount of \$792.47 is unpaid. Parcel DOE# 3061
For Parcel 2: \$503.02, 1st half due April 30, 2022 in the amount of \$251.51 is paid, 2nd half due October 31, 2022 in the amount of \$251.51 is unpaid. Parcel DOE# 8334

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

09/06/2022

Parcel Information for Bill #: 2022 - 1 - 6501

Record #: 3061

TAXPAYER: MARLYN C STUBBE & MADONNA R RILEY
% MADONNA R RILEY
2145 57TH AVE S
FARGO ND 58104-

Prop Addr: STR 8-111-56

Title:

Legal: DE SMET TOWNSHIP
SW 8-111-56

8 - 111 - 56 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	792.47	.00	.00	.00	04/20/2022	3070
2nd Half:	792.47	.00		792.47		0
Totals:	1,584.94			792.47		
				***** Interest *****		
				Thru: 09/06/2022		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	214270	0	0	0	0	0
Total Tax:	1584.94	.00	.00	.00	.00	.00

1st half paid by: MADONNA RILEY - CHECK BY MAIL
2nd half paid by:

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

09/06/2022

Parcel Information for Bill #: 2022 - 1 - 5665

Record #: 8334

TAXPAYER: MADONNA R RILEY REVOCABLE TRUST
2145 57TH AVE S
FARGO ND 58104-

Prop Addr: STR 8-111-56

Title:

Legal: DE SMET TOWNSHIP
N1270' OF SE 8-111-56 EXCLUDING THE W295.16' OF
THE N147.58' OF THE NESE

8 - 111 - 56 0 - 0

School: 38-2

Acres / Lots: 76.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	251.51	.00	.00	.00	04/20/2022	3069
2nd Half:	251.51	.00		251.51		0
Totals:	503.02			251.51		
				***** Interest ***** Thru: 09/06/2022		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	68004	0	0	0	0	0
Total Tax:	503.02	.00	.00	.00	.00	.00

1st half paid by: MADONNA RILEY - CHECK BY MAIL
2nd half paid by:

Prepared by :
Gregg A. Gass
Attorney at Law
PO Box 35
De Smet, SD 57231
(605) 854-3224



P FEE \$ 30.⁰⁰
RECORDED
INDEXED
COMR



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 7/1/2014 at 1:30 PM
and Recorded in Book 114 of Deeds
on Page 122. Document # 37559

Recording Fee: \$30.00

Transfer Fee: \$0.00

Caryn J. Hojer
By Brian T. Anderson Register of Deeds
Deputy

WARRANTY DEED

The Marlyn C. Stubbe Living Trust, dated January 27, 1993, by Marlyn C. Stubbe, Trustee, of 112 Leighton Street, Brandon, South Dakota, 57005, GRANTOR, for and in consideration of an absolute gift, GRANTS, CONVEYS and WARRANTS to Todd M. Stubbe, of PO Box 3411, Parkersburg, WV 26103, and Jennie L. Whitten, of PO Box 3411, Parkersburg, WV 26103, GRANTEES, as tenants in common, to each an undivided one-half interest in the following described real property in the County of Kingsbury, in the State of South Dakota:

An undivided one-half interest in and to the South Half (S ½) of Section Eight (8), Township One Hundred Eleven (111) North, Range Fifty-six (56) West of the 5th P.M., in Kingsbury County, South Dakota, except the South 555 feet of the East 1388 feet of the Southeast Quarter thereof.

Subject to any easements, exceptions, reservations and restrictions of record. Grantor warrants that neither he nor his family have ever occupied the above described property as a homestead.

Dated this 26 day of June, 2014.

**EXEMPT FROM
TRANSFER FEE**

Marlyn C. Stubbe Living Trust

(EXEMPT FROM TRANSFER FEE SDCL 43-4-22(18))

By: Marlyn C. Stubbe
Marlyn C. Stubbe, Trustee

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF KINGSBURY)

On this the 25 day of June, 2014, before me, the undersigned officer, personally appeared Marlyn C. Stubbe, Trustee of the Marlyn C. Stubbe Living Trust dated January 27, 1993, 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, as Trustee.

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

(SEAL)



Notary Public, South Dakota
My Commission Expires: 4-4-17

Prepared by:
Gass Law, P.C.
Gregg A. Gass
Attorney at Law
PO Box 35
De Smet, SD 57231
(605) 854-3224



FEES \$30.00
RECORDED
INDEXED
COMP

STATE OF SOUTH DAKOTA

Kingsbury County

} SS

Filed for Record on 11/6/2017 at 11:30 AM
and Recorded in Book 116 of Deeds
on Page 679. Document # 41752

Recording Fee: \$30.00 Page: 1 of 1

Transfer Fee: \$0.00

Caryn J. Hojer

By Don C. Tansh Register of Deeds
Deputy

QUIT CLAIM DEED

Madonna R. Riley, a single person, GRANTOR, of 306 W. 12th St., Mobridge, SD, 57601 for and in consideration of an exchange of property, CONVEYS and QUIT CLAIMS to **Madonna R. Riley, Trustee of the Madonna R. Riley Revocable Trust U/D/T February 10, 2016**, of 306 W. 12th St., Mobridge, SD, 57601, GRANTEE, any and all interest in the following described real estate in the County of Kingsbury, in the State of South Dakota:

The North 1,270.50 feet of the Southeast Quarter (SE ¼), Excluding the West 295.16 feet of the North 147.58 feet of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) all of Section Eight (8), Township One Hundred Eleven (111) North, Range Fifty-six (56) West of the 5th P.M., Kingsbury County, South Dakota (approximately 76 acres more or less). Subject to easements and reservations of record.

Subject to any easements, exceptions, reservations or restrictions of record.

Dated this 31 day of Oct, 2017.

EXEMPT FROM
TRANSFER FEE

Madonna R. Riley
Madonna R. Riley

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

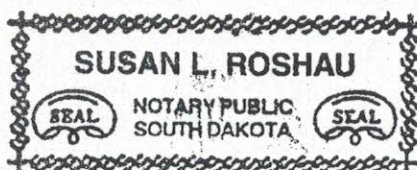
STATE OF SOUTH DAKOTA)

COUNTY OF Kingsbury) SS

On this 31st day of October, 2017, before me, the undersigned officer, personally appeared Madonna R. Riley, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I have hereto set my hand and official seal.

(SEAL)



Susan L. Roshau
Notary Public,
My commission expires: 9/9/2023

Prepared by: Rory King
Bantz, Gosch & Cremer, L.L.C.
Attorneys at Law
305 Sixth Avenue SE, P.O. Box 970
Aberdeen, SD 57402-0970
(605) 225-2232



FEE \$30.
RECORDED
INDEXED
COMR



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 2/16/2016 at 8:00 AM
and Recorded in Book 115 of Deeds
on Page 315. Document # 39409

Recording Fee: \$30.00 Page: 1 of 1

Transfer Fee: \$0.00

By Camp & Hager Register of Deeds
Deputy

WARRANTY DEED

MADONNA R. RILEY, a single person, Grantor, of Walworth County, State of South Dakota, for and in consideration of One Dollar and Other Good and Valuable Consideration, GRANTS, CONVEYS and WARRANTS to MADONNA R. RILEY, as Trustee of the Madonna R. Riley Revocable Trust dated February 10, 2016, Grantee, of 306 12th Street West, Mobridge, Walworth County, South Dakota 57601, all of her interest in the following described real estate in the County of KINGSBURY in the State of South Dakota:

South Half (S½) of Section Eight (8), Township One Hundred Eleven (111) North, Range Fifty-six (56) West of the 5th P.M., subject to easements, restrictions and reservations of record, if any.

EXEMPT FROM TRANSFER FEE SDCL 43-4-22(18)

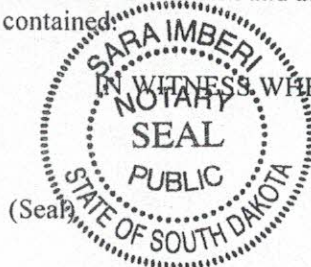
EXEMPT FROM
TRANSFER FEE

Dated this 10th day of February, 2016.

Madonna R. Riley
Madonna R. Riley

STATE OF SOUTH DAKOTA
SS
COUNTY OF BROWN

On this 10th day of February, 2016, before me, the undersigned officer, personally appeared MADONNA R. RILEY, a single person, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.



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

Sara Imber
Notary Public, South Dakota
My Comm. Expires: 6/1/17

DEED RECORD No. 83

KINGSBURY COUNTY, SOUTH DAKOTA

No. 00955

WARRANTY DEED

Clarence Stubbe and Blanche Stubbe, husband and wife,

_____, grantor _____, of
Kingsbury County, State of South Dakota for and in consideration of
Two Thousand Five hundred and no/100 (\$2500.00) _____ DOLLARS,

GRANTS/CONVEYS and WARRANTS to Kingbrook Rural Water System, Inc

_____, grantee _____, of
Arlington, South Dakota _____ P. O., the

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

The West 295.16 Feet of the North 147.58 Feet of the
North East Quarter of the South East Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$)
of Section Eight (8), Township one Hundred Eleven (111),
Range Fifty six (56), Kingsbury County, South Dakota.

TRANSFER FEE PAID
25

Dated this 28th day of July, 19 77

CLARENCE STUBBE

BLANCHE STUBBE

STATE OF SOUTH DAKOTA,
County of Kingsbury ss.

On this 28th day of July, 19 77, before me

Rodney J. Steele the undersigned officer, personally appeared
Clarence Stubbe and Blanche Stubbe known to me or satisfactorily proven to be the
persons whose names are subscribed to the within instrument and acknowledged that
they executed the same for the purposes therein contained.

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

(SEAL)

RODNEY J. STEELE

Notary Public

My commission expires 9-8-80

STATE OF SOUTH DAKOTA, County of Kingsbury, ss.

Filed for record this 29 day of July, 19 77, at 2:15 o'clock

P. M., and recorded in Book 83 of Deeds on page 622

By Audrey Menzel

Deputy.

DONALD D. MENZEL

Register of Deeds.

No. 8336

FISHERY SUPPLY COMPANY, MITCHELL, S. D. 57501

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

93X

THIS INDENTURE, by and between Clarence Stubbe and Blanche Stubbe, his wife, of De Smet, South Dakota parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

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

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

NOW, THEREFORE, for and in consideration of the sum of six hundred fifty Dollars (\$ 650.00), the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within six months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 111 N., R. 56 W., 5th P.M.
section 8, S $\frac{1}{2}$

Kingsbury County, South Dakota

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

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

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to
Clarence Stubbe at De Smet, South Dakota
and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. Contract No. 14-16-0003-10410

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

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 19 day of

February, 1965.

CLARENCE STUBBE (L. S.)

Clarence Stubbe (L. S.)

BLANCHE STUBBE (L. S.)

Blanche Stubbe (L. S.)

EMMA A MOORE (L. S.)

(Witness)

RUTH LEE (L. S.)

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA,

County of Kingsbury } ss.

On this 19 day of February

Clarence Stubbe

and Blanche Stubbe

, in the year 65

, before me personally appeared

, his wife,

known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (X) executed the same as their (X) free act and deed.

VIOLA T. CURLEY

Notary Public

(Official Title)

(SEAL)

My commission expires 10-13-1967

ACCEPTANCE

This indenture is accepted on behalf of the United States this 16 day of Apr, 1965, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D (1).

THE UNITED STATES OF AMERICA

By W. P. SCHAEFER

(Title) Acting Regional Director

Bureau of Sport Fisheries and Wildlife.

STATE OF SOUTH DAKOTA KINGSBURY COUNTY)

Filed for record the 21 day of April A.D. 1965 at 1 o'clock and 20 minutes PM., and recorded in Book 21 of Misc. on page 439.

DONALD D. MENZEL Register of Deeds

**AMENDMENT TO CONVEYANCE OF EASEMENT FOR WATERFOWL
MANAGEMENT RIGHTS**

WHEREAS, a Conveyance of Easement For Waterfowl Management Rights entered into by Clarence Stubbe and Blanche Stubbe, his wife, of DeSmet, South Dakota, and the United States of America and its assigns, Washington, D.C., dated February 19, 1965, and recorded in Book W21, page 439, of the records of Kingsbury County, South Dakota and described as:

T. 111 N., R. 56 W., 5th P.M. Kingsbury County, South Dakota
section 8, S $\frac{1}{2}$, except the West 295.16 feet of the North 147.58 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$,
and except the West 295.16 feet of the South 295.16 feet of the SE $\frac{1}{4}$.

In consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid by the United States, the receipt of which is hereby acknowledged, the parties agree that the existing easement be amended as follows:

The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A, including the right to maintain structure outlets at the mean sea level (MSL) elevations specified.

The parties hereto agree that all other terms and conditions as set forth in the aforementioned Easement will remain unaltered.

IN WITNESS WHEREOF, the vendors have hereunto signed their names the
23 day of October, 1989.

Clarence Stubbe
Clarence Stubbe

Blanche Stubbe

Blanche Stubbe, also known as Blanche D. Stubbe

The Secretary of the Interior, acting by and through his authorized representative as executed this amendment on behalf of the United States of America on DEC 4 1989, 19 .

03841

STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY

Filed for record the 11 day of Dec, 1989, at 3:15 o'clock

in Book 51 of mes on page 631

LaDonna Williams by
Register of Deeds Deputy

FEE \$3.00 (Title)

RECORDED
INDEXED
GRANTOR
GRANTEE

ACKNOWLEDGEMENT

THE UNITED STATES OF AMERICA

By Paul D. Hartman

Senior Realty Officer

U.S. Fish & Wildlife Service

STATE OF South Dakota)ss
COUNTY OF Kingsbury)

On this 23 day of October, 1989, before me personally appeared Clarence Stubbe and Blanche Stubbe, his wife, also known as Blanche D. Stubbe known to me to be the person(s) who are described in and who executed the within instrument, acknowledged to me that they executed the same.



William B. Barnes
My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

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

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:

SE 1/4 8-111-56

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 16th day of July, 19 77.

CLARENCE STUBBE (SEAL)

BLANCHE STUBBE (SEAL)

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

On this the 16th day of July, 19 77, before me, Rodney J. Steele

the undersigned officer, personally appeared Clarence Stubbe and Blanche Stubbe

known to me or satisfactorily proven to be the person s whose name s are subscribed to the within instrument and acknowledged that the y executed the same for the purposes therein contained.

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

(SEAL)

RODNEY J. STEELE
 Notary Public, State of South Dakota.

My Commission expires: 9-8-80

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

Filed for record the 21 day of Sept., A. D. 19 77 at 2 o'clock and - minutes P. M., and recorded in Book 25 of Misc. on page 330

DONALD D. MENZEL
 Register of Deeds.

By _____ Deputy.

Prepared by:
Gregg A. Gass
Attorney at Law
PO Box 35
De Smet, SD 57231
605-854-3224



7 FEB \$ 30.00
RECORDED
INDEXED
COMP.

STATE OF SOUTH DAKOTA
Kingsbury County

} SS

Filed for Record on 6/30/2014 at 9:50 AM
and Recorded in Book 48 of Misc
on Page 300. Document # 37554

Recording Fee: \$30.00

Transfer Fee: \$0.00

Caryn J. Hojer
By Bri Tano Register of Deeds
Deputy

OPTION TO PURCHASE

This **AGREEMENT** is made this 24 day of June, 2014, by and between *MARLYN C. STUBBE, Trustee of the Marlyn C. Stubbe Living Trust, dated January 27, 1993, by his attorney in fact, Gregg A. Gass of 112 Leighton Street, Brandon, South Dakota, 57005 and MADONNA R. RILEY, of 306 W. 12th Street, Mobridge, South Dakota, 57601, hereinafter referred to as the SELLERS, and EVAN LARSEN, of 20537 431st Avenue, De Smet, South Dakota, 57231, hereinafter referred to as the BUYER, WITNESSETH:*

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the BUYER, to the SELLERS, receipt of which is hereby acknowledged, along with other good and valuable consideration, the SELLERS hereby grant to the BUYER the option, right and privilege to purchase a parcel of land described as:

The Southeast Quarter, except the South 555 feet of the East 1388 feet thereof, of Section Eight (8), Township One Hundred Eleven (111) North Range Fifty-Six (56) West of the 5th P.M, in Kingsbury County, South Dakota

UNDER THE FOLLOWING TERMS AND CONDITIONS:

2. If SELLERS decide to sell the property, BUYER will have the right to exercise this Option by matching any legitimate cash offer received by SELLERS for the property. This Option shall be a right of first refusal. SELLERS shall notify BUYER in writing by registered or certified mail, to BUYERS last known address of any offer they intend to accept. Thereafter, if BUYER intends to exercise his option to purchase he shall give SELLERS written notice of his election to exercise the option and to purchase the property. Notice of election to exercise the option and to purchase the property, shall be given by the BUYER by registered or certified mail, to the SELLERS at the SELLERS' last known addresses, within 30 days after receipt by BUYER of SELLERS' notice to accept an offer from another party.
3. BUYER shall have 90 days after Notice of his exercise of his option to purchase to arrange any financing and close the transaction. Otherwise, his

option will lapse and SELLERS are entitled to sell the property to another BUYER.

4. The SELLER shall convey said premises to the BUYER in fee, free and clear of all liens, or other encumbrances, by Warranty Deed upon completion of the payments specified, as set forth above. Said conveyance shall also be made subject to all restrictions, easements, reservations and conditions of record, if any. Costs of Title Insurance will be paid equally.
5. If the Option is exercised, it will be subject to any existing rental agreements between the SELLERS and any Lessees. However, SELLERS agree not to lease the property for a term longer than five (5) years.
6. Upon exercise of this Option, all rentals, insurance, and interest, shall be pro rata to the closing date. Real estate taxes, will be pro rated to the closing date.
7. The SELLERS and BUYER agree that this instrument shall be binding upon their Heirs, Executors, Administrators and Assigns, respectively. However, the parties agree that this Option to Purchase may not be assigned by the BUYER, and is exclusive to him.
8. This Option to Purchase does not apply to the sale of the above described property at public auction. However, SELLERS will give BUYER 30 days written notice of auction by registered or certified mail.
9. SELLERS also give the BUYER an option to match any legitimate rental offer received for the above described property from anyone other than its current renter or the current renters' spouse or children. SELLERS also give the BUYER an option to match any legitimate rental offer received on the Southwest Quarter (SW1/4) of Section 8-111-56 Kingsbury County South Dakota from anyone other than its' current renters (Page Brothers) or their spouses or children.
10. This option applies only to private sales not gifting or inheritance of the property from the SELLERS. However, grantees and heirs under a gift of the property are subject to the option conditions.

In witness hereof, the parties herein have set their hands and seals the day and year first above written. The SELLERS are represented by Gregg Gass. The BUYER has the opportunity to consult the attorney of his choice.

Dated this 24 day of June, 2014.

Marilyn C. Stubbe, Trustee, SELLER

Evan Larsen, BUYER

By: Gregg A. Gass, his attorney in fact

Madonna R. Riley, SELLER

STATE OF SOUTH DAKOTA)

On this the 20 day of June, 2014, before me, the undersigned officer, personally appeared Gregg A. Gass attorney in fact for Marlyn C. Stubbe, Trustee, 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 as attorney in fact for said trustee

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

(SEAL)

ANITA M. PEKRON
Notary Public
SEAL
South Dakota

Notary Public, South Dakota
My Commission Expires: 06/16/2023

STATE OF SOUTH DAKOTA)

On this the 24 day of June, 2014, before me, the undersigned officer, personally appeared Madonna R. Riley, 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.

(SEAL)

nd and official seal.
Sharon Gedualske
 Notary Public, South Dakota

My Commission Expires: 3/13/15

STATE OF SOUTH DAKOTA)

COUNTY OF Beadle) SS

On this the 24 day of June, 2014, before me, the undersigned officer, personally appeared Evan Larsen, 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.

(SEAL)

Sharon Gednalske
Notary Public, South Dakota
My Commission Expires: 3/13/15