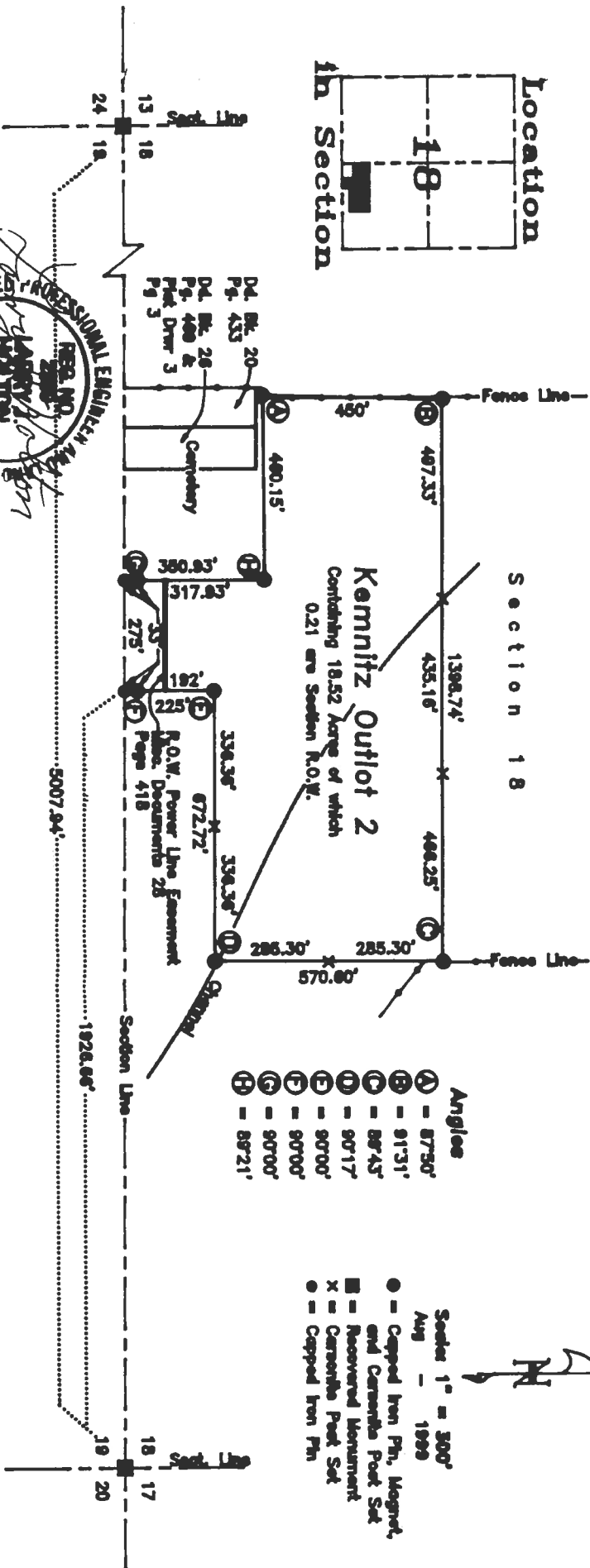
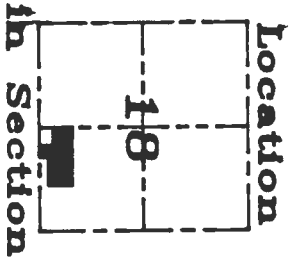


Plat of:

Kemnitz Outlot 2
 In the S1/2 of SE1/4 In Section 18, T128N, R51W of the
 5th P.M., Roberts County, South Dakota.



Section 18

Kemnitz Outlot 2
 Containing 18.52 Acre of which
 0.21 are Section R.O.W.

Angles

Ⓐ	= 87°30'
Ⓑ	= 91°31'
Ⓒ	= 88°45'
Ⓓ	= 90°17'
Ⓔ	= 90°00'
Ⓕ	= 90°00'
Ⓖ	= 87°21'

Scale: 1" = 300'
 Aug - 1999

- = Capped Iron Pin, Magnet, and Carrotha Peak S&K
- = Recovered Monument
- ⊗ = Carrotha Peak S&K
- = Capped Iron Pin



-VS-

Clarence Gederass,

Defendant.)

SATISFACTION AND DISCHARGE OF NOTICE OF LIS PENDENS

Dana Babcock hereby certifies that a certain Notice of Lis Pendens bearing date, the 25th day of May, 1940 and recorded in the office of the Register of Deeds on the said 25th day of May, 1940, at 3:30 p.m., in Book 16, of Miscellaneous Records, Page 265 affecting the real property described as the:

Northwest Quarter (NW 1/4) of Section Twenty-seven (27) and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Eleven (11) all in Township One Hundred Twenty-eight (128) North, Range Fifty-two (52) West of the Fifth Principal Meridian.

is hereby discharged and released.

That the said action under which said Notice of Lis Pendens is filed, is terminated, and the Register of Deeds of Roberts County, South Dakota is hereby directed to satisfy and discharge said instrument on the records of his office.

Dated this 21st day of November, 1941.

Dana Babcock Attorney for the Plaintiffs

STATE OF SOUTH DAKOTA ROBERTS COUNTY as Filed for record on the 21st day of Nov. 1941 at 3:10 o'clock P. M. and recorded in Book M16 page 501 of Misc. Records.

F. X. Clarey, Register of Deeds By Lorraine Penney, Deputy

98937

OTTER TAIL POWER COMPANY RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Rueben Tisch and Eva Tisch his wife of Claire City, Roberts County, South Dakota (hereinafter called the owner), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to him in hand paid, the receipt whereof is hereby acknowledged, does hereby grant unto the Otter Tail Power Company, a Minnesota Corporation, whose post office address is Fergus Falls, Minnesota, (hereinafter called the Power Company), and its successors and assigns, the perpetual right of way and easement for the construction, operation, maintenance, and repair of an electric transmission line, including the necessary poles, cross-arms, wires, and other fixtures and apparatus in connection therewith, the butts of the main poles of said electric transmission line to be located at any point within a strip of land five (5) feet wide, along upon, and across the following described real property situated in the County of Roberts State of South Dakota, to-wit: S.E. 1/4 of S.E. 1/4 of Section 18 Township Minnesota (128) Range 51, which strip of land is located more specifically as follows: adjoining & North of the road on the south side of this property

The Owner also hereby grants unto the Power Company, its successors and assigns, the perpetual right, privilege and authority to cut down or trim any trees along the said line necessary to keep such wires clear by at least 6 feet, and to trim any trees which could fall within 15 feet of such electric transmission line; also to put in place and maintain necessary guy wires, guy poles, anchors, and brace poles, in accordance with the usual standards of construction; and also the right of ingress and egress for the purposes of the easement and right of way granted by this instrument.

The Owner covenants and agrees that he is well seized in fee of the lands hereinbefore described, and has good right to sell, and convey the rights, privileges, and easements, and other rights, granted and conveyed hereby, in the manner and form aforesaid, and that the same are free and clear from all encumbrances except Harry Tisch \$500.00 and that the Owner, for himself, his heirs, executors, administrators, and assigns, will warrant and defend the above bargained and granted rights of way and easement and other rights and the quiet and peaceable possession and enjoyment of the same unto the Power Company, its successors and assigns, against any and all persons lawfully claiming or to claim the whole of any part thereof.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal this 22 day of October 1941.

IN PRESENCE OF:

Rueben Tisch Wife Eva Tisch Owners

John T. Ackerman Adrian A. Schwagerl

STATE OF SOUTH DAKOTA) SS COUNTY OF ROBERTS)

On this 24 day of October, 1941, before me a Notary Public within and for said County personally appeared Rueben Tisch and Eva Tisch to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

M. O. Eikum Notary Public South Dakota

M. O. Eikum Notary Public, Roberts County, Sisseton, S. D. My commission expires 9/26/1944 (NOTARIAL SEAL)

STATE OF SOUTH DAKOTA ROBERTS COUNTY as Filed for record on the 22nd day of November, 1941 at 11:05 o'clock A. M. and recorded in Book M16 page 502 of Misc. Records.

F. X. Clarey, Register of Deeds By Lorraine Penney, Deputy

93939

STATE OF MINNESOTA) ss. COUNTY OF Sibley)

Edgar H. Schrupp, being first duly sworn, deposes and says:

Filed for record on the 5 day of Dec RIGHT OF WAY EASEMENT
1963 at 11:45 o'clock A.M., and recorded in Book 55-2019
.....11-23..... of 11:45.....
.....11:45.....
Registrar of Deeds.

Easement No. _____
Work Order No. D6478 R/W

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Rueben Tisch and his wife
of El Dorado City South Dakota

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to the Otter Tail Power Company, a Minnesota corporation, Grantee, of Fergus Falls, Minnesota, and to its successors and assigns, the perpetual right of way and easement for the construction, operation, maintenance and repair or removal, of an electric transmission line, including the necessary poles, cross-arms, wires, cables, guy wires, braces, anchors and other fixtures and apparatus in connection therewith; also including attachments for telephone, telegraph or other electric purposes; the butts of the main poles, or pole structures to be located at any point within a strip of land five (5) feet wide, along, upon and across the following described real estate in _____

Roberts County, State of South Dakota to-wit:

S 1/2 of SE 1/4 (excepting portion otherwise deeded)

Section 18, Township 128, Range 51, which strip of land is located more specifically as follows: North of, parallel with and from 100 to 105 feet distant from the center line of the East-west public road, as said road now exists along the South edge of the above described real property.

The Grantor also hereby grants to the Power Company, its successors and assigns, the right and authority to cut down, top, trim, or by mechanical or chemical methods, eliminate any trees or shrubbery within twenty feet of the center line of the said electric transmission line and to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to come within five feet of striking the wires in falling, and also the right of ingress and egress for the purposes of the easement and right of way described herein.

The Grantor covenants and agrees that he is well seized in fee of the lands described herein, and has good right to grant and convey the rights of easement herein granted, free and clear of all encumbrances, except

a mortgage held by The Federal Land Bank of Omaha, Omaha, Nebraska

IN WITNESS WHEREOF the Grantor has signed this grant of easement this 18 day of

Oct, 1963

In the presence of:
Kenneth Hanson

Rueben Tisch
Eva Tisch

Grantor

State of South Dakota
County of Roberts

On this 23 day of Oct, 1963, before me personally appeared _____

Rueben Tisch
Eva Tisch

known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

W.D. Lehness

W.D. Lehness
Notary Public Roberts County

My Commission Expires _____

My Commission Expires JUNE 29, 1968, 19____

**EMERGENCY WATERSHEDS PROGRAM
FLOODPLAIN
WARRANTY EASEMENT DEED**

THIS WARRANTY EASEMENT DEED is made by and between Milton A. Kemnitz and Joel M. Kemnitz
of 522 Third Av. East, Sisseton, SD 57262
(hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA (hereafter
referred to as the "United States"). The Landowner and the United States are jointly referred to as the "Parties."

Witnesseth

Purposes and Intent. The purposes of this easement are: to allow the unimpeded reach and flow of any waters in, over, upon, or through the easement area; to retard runoff and prevent soil erosion through the restoration, protection, or enhancement of the floodplain; to restore, protect, manage, maintain, and enhance the functional values of wetlands, riparian areas, conservation buffer strips, and other lands; to conserve natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education; and to safeguard lives and property from floods, drought, and the products of erosion. It is the intent of the United States to allow the landowner the opportunity to participate in the restoration and management activities on the easement area and, at the discretion of the United States to provide for compatible uses which may include haying, grazing, and timber harvest under the provisions approved by the United States.

Authority. This easement deed acquisition is authorized by 16 U.S.C. § 2203, as amended, and 7 U.S.C. § 428a. The acquiring agency is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

NOW THEREFORE, for and in consideration of the sum of Two-thousand Four-hundred Sixty-eight 00/100 Dollars (\$ 2,468.00), Landowner hereby grants and conveys with general warranty of title to the United States of America and its assigns, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed (referred to hereafter as the "easement area") are described on EXHIBIT A which is appended to and made a part of this warranty easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this warranty easement deed.

91830
State of South Dakota)
County of Roberts)
Filed for record this 18th day of Feb. 2000
at 8:19 o'clock P.M. and recorded in Book M66
of Misc. page 751 - 756
Carol Mattenson
Register of Deeds Deputy

Book M66 Page 751

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.
- C. **Control of Access.** The right to prevent trespass and control access by the general public.
- D. **Recreational Uses.** The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. **Prohibitions.** Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:
 1. Altering of woodland, wildlife habitat, or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 2. Dumping refuse, wastes, sewage or other debris;
 3. Harvesting wood products;
 4. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
 5. Diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
 6. Building or placing buildings or structures on the easement area;
 7. Planting or harvesting any crop; and
 8. Receiving any disaster assistance from the Secretary of Agriculture.
- B. **Noxious plants and pests.** The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests on easement lands designated as Category 1 or Category 2, as provided for in Part IV, must be approved in writing by the United States prior to implementation by the Landowner.
- C. **Fences.** Except for establishment costs incurred by the United States and replacement costs not due to the Landowners negligence or malfeasance in association with Category 1 and Category 2 designated easement lands, all other costs involved in establishment, replacement, and maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.
- D. **Taxes.** The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- E. **Reporting.** The Landowner shall report to the United States any conditions or events which may adversely affect the floodplain or other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the United States may prescribe at its discretion, an activity on the easement area as a compatible use. A compatible use authorization will only be made upon a determination by the United States that the proposed use is consistent with the long term protection and enhancement of the floodplain, riparian, wetland, and other values of the easement area. The United States may prescribe the type, amount, method, timing, intensity, and duration of the compatible use.

B. Definitions. For purposes of this Part:

1. "Haying" means the use of the land for the production of forage from long-term stands of adapted forage plants such as grasses and legumes.
2. "Grazing" means the use of the land for the direct consumption of forage by animals.
3. "Timber Harvesting" means the use of the land for silviculture and associated cutting and extraction of wood products.
4. "Cropping" means the use of the land for the cultivation and growing of crops for harvest which may include production of fruits and nuts in orchards and vineyards.

C. Specifications Related to Land Use Categories. The easement area has been classified according to one or more land use categories as indicated on the attached EXHIBIT D which is appended to and made a part of this warranty easement deed:

1. Category 1 Lands: Areas on which the United States will not authorize any activity as a compatible use.
2. Category 2 Lands: Areas on which the United States may authorize an activity as a compatible use, including, but not limited to, managed timber harvest, periodic haying, or grazing. The United States will not authorize an activity related to cropping as a compatible use on these areas nor will the United States authorize an activity related to haying or grazing if such areas are being returned to woody vegetation.
3. Category 3 Lands: Areas on which the United States did not acquire the rights to, and will not by the terms of this warranty easement deed prohibit of the Landowner, the activities specifically identified under Sections A1, A3, or A7 of Part III of this warranty easement deed to the extent that such activities are for the specific purpose of cropping, haying, grazing, or timber harvest. It is understood that in the easement area designated as Category 3 all other rights, title, and interest have been acquired by the United States unless expressly reserved to the Landowner in Part II of this warranty easement deed.

PART V. Rights of the United States. The rights of the United States include, but are not limited to:

A. Management activities. The United States shall have the right to enter onto the easement area, regardless of land use category, to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities (including removal of levees or other hydrologic alteration) to restore, protect, manage, maintain, enhance, and monitor the floodplain and other values of the easement area, including the reach and flow of waters. The land categories identified and described in Part IVC of this warranty easement deed shall not be construed to interfere with any of these management activities. It is the intent of the United States to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Book 666 Page 753

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in Exhibit B.

C. Easement Management. The United States may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the United States determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to floodplain or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its delegates, agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Emergency Watersheds Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any).

[Can insert reference to delegation of easement management, monitoring, and enforcement responsibilities to sponsor organization.]

Grantor'(s) vested drainage rights, if any, are hereby subordinated to the interest of the United States in the easement area.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 28 day of December, 1999.



)} Milton A. Kemnitz (Seal)
)}
)} Joel M. Kemnitz (Seal)

Acknowledgment

In the State or Commonwealth of South Dakota, County, Borough or Parish of Roberts, on this 28 day of December, 1999, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared Milton A. Kemnitz
Joel M. Kemnitz

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed,

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.



Dave Pearson
Notary Public

My Commission Expires: 7-28-2004

Book 66 Page 755

Exhibit A - Floodplain Easement Contract no. 75-6740-9-743

All of Kemnitz Outlot 2 in the S1/2 of SE1/4 in Section 18, T128N, R51W of the 5th P.M., Roberts County, South Dakota

Exhibit B - See Exhibit A for access route.

Exhibit C - Subsurface mineral exploration and removal activities in reference to mineral, oil, and gas within the boundaries of the easement area may be authorized by NRCS in accordance with a plan as developed by the landowner, NRCS, and USFWS. The plan will contain provisions which minimize adverse impacts to the wetland function and values and will be in compliance with all Federal, State, and local laws and regulations governing disturbance of a wetland.

Prepared by:
Natural Resources Conservation Service
200 Fourth Street SW
Huron, SD 57350
(605) 352-1204

108,971
State of South Dakota, County of Roberts
Filed this 25th Day of Sept 2007 At 9:40
O'Clock A.M. Book 674 Page 124
By Carol Materson
Register of Deeds Deputy
Fees \$ 12.⁰⁰

ACCEPTANCE OF
WARRANTY EASEMENT DEED
Emergency Watersheds Program EWP #75-6740-9-743

WHEREAS, Milton A. Kemnitz and Joel M. Kemnitz of 522 Third Ave. East, Sisseton, SD 57262.
Grantors signed a Warranty Easement Deed on December 28, 1999, conveying all of his rights, title and interest to certain lands and appurtenant rights of access to the United States of America and reserving certain rights, title and interest, all of which are set out in the Warranty Easement Deed which was recorded in the Office of the Register of Deeds of Roberts County, South Dakota, February 18, 2000, at 8:10 A.M., in Book M66 of Misc. page 751-756.

WHEREAS, the land conveyed in the Warranty Easement Deed consists of 18.31 acres which are more particularly described in Exhibit A which is attached hereto and made a part hereof for all purposes. The access easement conveyed is more particularly described in Exhibit B which is attached hereto and made a part hereof for all purposes;

WHEREAS, the United States of America paid the sum of Two thousand four hundred sixty eight and 00/100 Dollars (\$2,468.00) to the named Grantor for the rights, title and interests conveyed to it under that Warranty Easement Deed and did, on February 18, 2000, accept the conveyance of those rights, title and interests.

WHEREAS, the United States of America, acting by and through the Natural Resources Conservation Service, the acquiring agency, desires to memorialize its acceptance of said conveyance.

NOW, THEREFORE, I, Janet L. Oertly, State Conservationist, being the duly authorized representative of the Natural Resources Conservation Service, United States Department of Agriculture, do hereby accept that Warranty Easement Deed on behalf of the United States of America, the Grantee in that Deed.

This acceptance is effective as of February 18, 2000

Dated this 13th day of September, 2007.

Janet L. Oertly
State Conservationist

STATE OF SOUTH DAKOTA
COUNTY OF BEADLE

This instrument was acknowledged before me on 13th of September, 2007 by Janet L. Oertly in her capacity as State Conservationist, Natural Resources Conservation Service, United States Department of Agriculture, on behalf of the United States of America.



Vicki L. Inglew
NOTARY PUBLIC
My Commission expires: 07/09/11

EXHIBIT A

DESCRIPTION OF EASEMENT AREA:

All of Kemnitz Outlot 2 in the S1/2 of SE1/4 in Section 18, Township 128 North, Range 51 West, of the 5th P.M., Roberts County, South Dakota.

EXHIBIT B

Access via road right of way.