



**DAY COUNTY, SOUTH DAKOTA
REGISTER OF DEEDS**

Record/File Date: 5/20/2019 **Time:** 1:39 PM

Inst Type: WARRANTY DEED

Doc No: 70248

Book: B168

Recording Fee: \$30.00

Page: 136 - 137

Transfer Fee: \$0.00

By Jodi Bengas Register of Deeds/Deputy

This document was prepared by:
Dolaney, Nielsen, & Sannes, P.C.
21 West 6th Ave., P. O. Box 616
Webster, SD 57274 Phone 605-345-3321

WARRANTY DEED - STATE FORM

SUZANNE L. OLAWSKY and DOUGLAS G. OLAWSKY, wife and husband, 43855 143rd Street, Webster, SD 57274, and LAUREL D. PRIEB, a married person, 200 East 62nd Street, Unit 5A, New York, NY 10065, Grantors; for and in consideration of One Dollar and other good and valuable consideration, GRANT, CONVEY AND WARRANT to PRIEB FARM, LLC, a South Dakota Limited Liability Company, 43855 143rd Street, Webster, SD 57274, Grantee; the following described real estate in the County of Day and State of South Dakota:

The Southwest Quarter (SW 1/4),
The Southeast Quarter (SE 1/4),
The Northwest Quarter (NW 1/4), including Prieb Tract 1
in the NE 1/4 NW 1/4, AND
The South Half of the Northeast Quarter (S 1/2 NE 1/4),
All in Section 9, Township 121 North, Range 55

The North Half of the Southwest Quarter (N 1/2 SW 1/4) AND
The Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4)
of Section 10, Township 121 North, Range 55

The North Half of the Northwest Quarter (N 1/2 NW 1/4),
The Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4),
The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) AND
The Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4),
All in Section 16, Township 121 North, Range 55,
All West of the 5th P.M., Day County, South Dakota

Grantor Laurel D. Prieb states that the above described property has not been claimed, used or occupied by Grantor or any member of his family as a homestead or used for homestead purposes.

EXEMPT from transfer tax pursuant to SDCL 43-4-22(19).

Dated this 2nd day of May, 2019.

Suzanne L. Olawsky
SUZANNE L. OLAWSKY
Douglas G. Olawsky
DOUGLAS G. OLAWSKY

Laurel D. Prieb
LAUREL D. PRIEB

**EXEMPT
FROM TRANSFER FEE**

STATE OF New York,
COUNTY OF New York, ss.

ON THIS, the 2 day of May, 2019, before me, the undersigned officer, personally appeared LAUREL D. PRIEB, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS thereof, I have affixed my hand and seal.

(SEAL) KELLY I MARAVILLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6363687
Qualified in New York County
My Commission Expires 01-30-2021

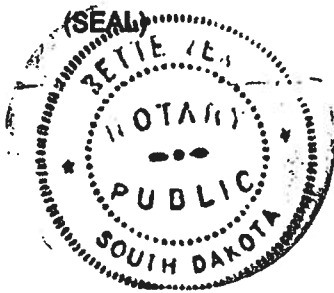


Notary Public

STATE OF SOUTH DAKOTA,
COUNTY OF DAY, ss.

ON THIS, the 7th day of May, 2019, before me, the undersigned officer, personally appeared DOUGLAS G. OLAWSKY and SUZANNE L. OLAWSKY, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS thereof, I have affixed my hand and seal.

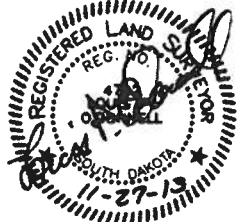
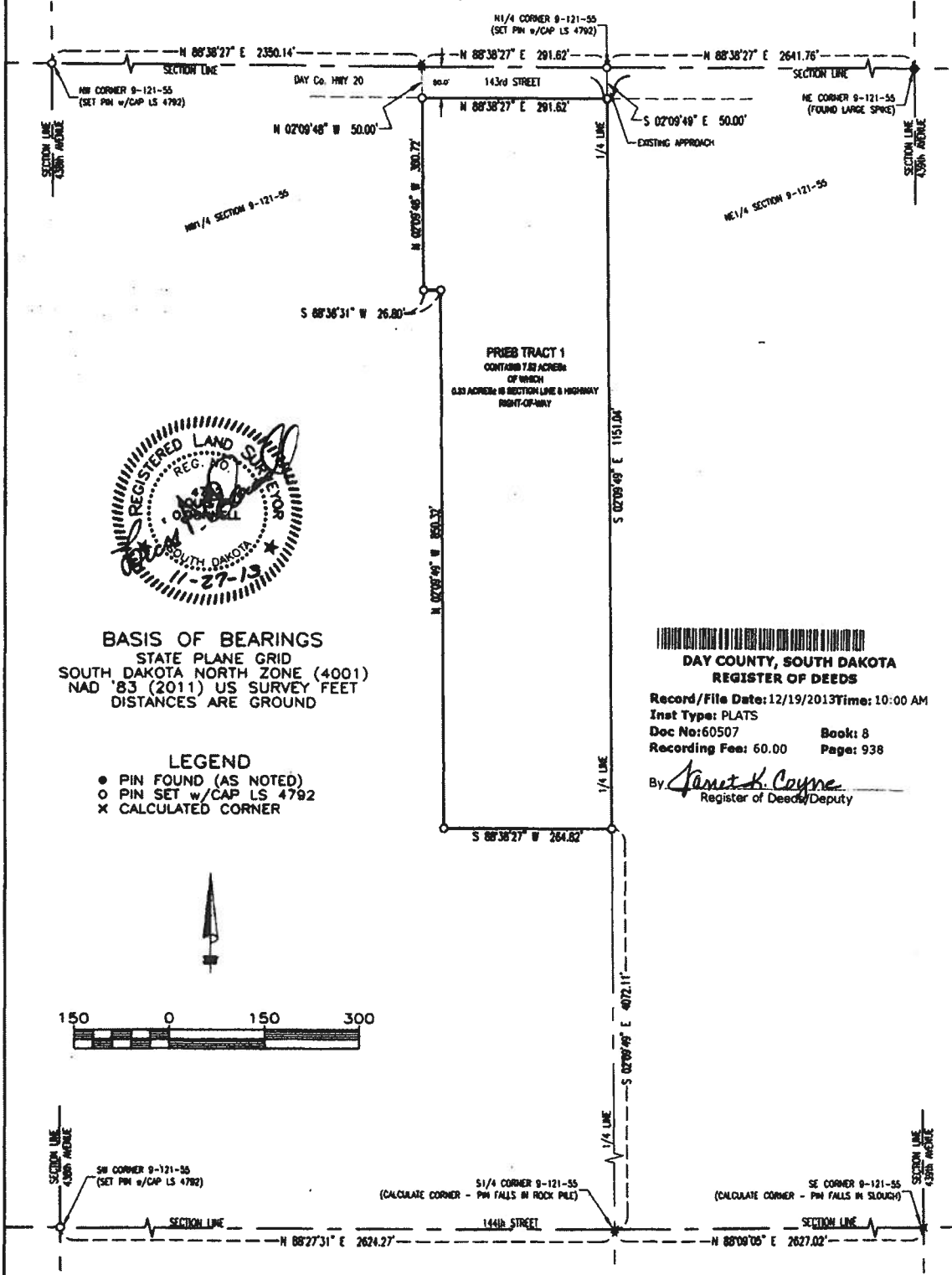




Notary Public

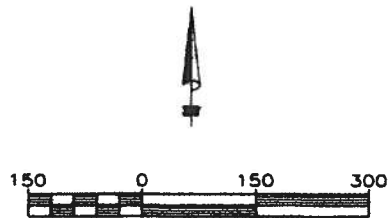
BETTE ZENIK, Notary Public
Day County, South Dakota
My Commission Expires May 18, 2022

**PLAT SHOWING
PRIEB TRACT 1
IN THE NE1/4NW1/4 OF SECTION 9
TOWNSHIP 121 NORTH, RANGE 55 WEST OF THE 5th P.M.,
DAY COUNTY, SOUTH DAKOTA**



BASIS OF BEARINGS
STATE PLANE GRID
SOUTH DAKOTA NORTH ZONE (4001)
NAD '83 (2011) US SURVEY FEET
DISTANCES ARE GROUND

LEGEND
● PIN FOUND (AS NOTED)
○ PIN SET w/CAP LS 4792
x CALCULATED CORNER



DAY COUNTY, SOUTH DAKOTA
REGISTER OF DEEDS
Record/File Date: 12/19/2013 Time: 10:00 AM
Inst Type: PLATS
Doc No: 60507 Book: 8
Recording Fee: 60.00 Page: 938
By *Janet H. Coyne*
Register of Deeds/Deputy

CLARK
ENGINEERING CORPORATION
Clerk Engineering Corporation
2301 8th Avenue NE, Suite 125
Aberdeen, SD 57401
Phone: (806) 226-3494
Fax: (806) 226-6433
Aberdeen@clark-eng.com EOE

A13118
SHEET 1 of 8

THIS DOCUMENT PREPARED BY:
DELANEY, NIELSEN & SANNES, P.C.
PO Box 615
Webster, SD 57274
Phone: 605-345-3321

FARM LEASE AGREEMENT

THIS AGREEMENT made and entered into this 22 day of July, 2021, by and between:

PRIEB FARM, LLC
716 W. 14th Avenue, Webster, SD 57274

hereinafter referred to as "Lessor", and

Derek Galkowski and Allison Galkowski
43855 143rd Street, Webster, SD 57274

hereinafter referred to as "Lessees".

WHEREAS, Lessor owns the land specifically described hereinafter, and Lessees desire to lease such land for the term and amount and upon the conditions hereinafter mentioned;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises mutually undertaken to be kept and performed by the parties,

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Lease and Description.** Lessor hereby leases to Lessees and Lessees hereby lease from Lessor the following property all located in Day County, South Dakota, to wit:

The Southwest Quarter (SW 1/4),
The Southeast Quarter (SE 1/4),
The Northwest Quarter (NW 1/4), excluding Prieb Tract 1
in the NE 1/4 NW 1/4, AND
The South Half of the Northeast Quarter (S 1/2 NE 1/4),
All in Section 9, Township 121 North, Range 55

The North Half of the Southwest Quarter (N 1/2 SW 1/4) AND
The Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4)
of Section 10, Township 121 North, Range 55

The North Half of the Northwest Quarter (N 1/2 NW 1/4),
The Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4),
The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) AND
The Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4),
All in Section 16, Township 121 North, Range 55,
All West of the 5th P.M., Day County, South Dakota

2. **Term.** Lessees lease the Leased Property for a term of two (2) years, commencing on the 1st day of November, 2021, to and including the earlier of the 1st day of November, 2023, or as soon as the 2023 crop shall be removed.
3. **Renewal Term.** Except as provided herein or in another writing signed by Lessor, no promise to renew or extend this Agreement for another term shall be binding upon Lessor.
4. **Rent.** Lessees shall pay Lessor as rental for the Leased Property as follows:

\$37,500.00 on the 1st day of April, 2022; and
\$37,500.00 on the 1st day of October, 2022

\$37,500.00 on the 1st day of April, 2023; and
\$37,500.00 on the 1st day of October, 2023.

Delinquent rental payments shall accrue interest at the Default Interest Rate and may result in immediate termination. In this agreement, the phrase "Default Interest Rate" means interest at the rate of Ten Percent (10%) per annum, compounded monthly on all amounts which are delinquent.

5. **Disaster Payments.** Lessees shall, with regard to crops grown on that portion of the Leased Property for which Lessees pay cash rent, be entitled to receive all crop insurance proceeds and federal or state disaster payments, or any other payments from any sources, which are paid or received as compensation for loss of crops. This provision does not impose upon Lessees an obligation to obtain crop insurance.
6. **Farm Program.** Lessees shall retain all rights and responsibilities under the federal farm program relative to Lessees' inclusion of the Leased Property in such program for the crop years covered by this Agreement. Such rights and responsibilities include the right to receive additional payments made, and the obligation to refund any overpayments, for such crop years. This provision does not impose upon Lessees an obligation to participate in the federal farm program.
7. **Husbandry.** Lessees shall (a) occupy and possess the Leased Property during the term hereof, (b) farm the Leased Property in a good, skillful, and husbandlike manner, (c) gather, harvest, and combine the crops as soon as they are in condition, (d) furnish such labor, machinery, implements, fertilizer, and chemical spray as are required to properly farm the Leased Property, (e) keep the Leased Property reasonably free from thistles, cockle burrs, and noxious weeds, (g) not commit waste or damage to the Leased Property and the improvements thereon or allow the same to be committed, and (h) not commit or permit any unlawful acts, activities, or nuisances on the Leased Property.
8. **Possession.** Lessees are currently in possession of the Leased Property and, upon the expiration of the term of this Agreement, Lessees shall vacate the Leased Property without further notice, and shall leave the Leased Property in as good of condition as at the beginning of the term, ordinary wear and tear and damage by fire or wind excepted.

9. **Fall Work.** Lessor shall not be required to reimburse Lessees for fall work done on the Leased Property in the final year of this Agreement unless the work to be done and the amount of payment or the manner for determining the amount of payment are agreed upon in writing before such work is done.
10. **Quiet Enjoyment.** Lessees, upon observing the terms of this Agreement, shall have the quiet and peaceable possession of the Leased Property during the term hereof.
11. **Entry.** Lessor may enter upon the Leased Property at all reasonable times without injury to standing crops for the purpose of making any improvements thereon or to prepare for the succeeding crop.
12. **Taxes.** Lessor shall pay all real estate taxes due and payable on the Leased Property during the term of this Agreement.
13. **Assignment/Subletting.** Lessees may not assign or sublet the Leased Property or Lessees' interest in this Agreement without the prior written consent of Lessor. Lessor may assign Lessor's interest in this Agreement or sell the Leased Property subject to Lessees' rights under this Agreement.
14. **Liability Insurance.** Lessees shall insure the Leased Property for farm liability with coverage and shall cause Lessor to be endorsed thereon as an additional insured at Lessees' expense. This policy shall be in an amount not less than \$1,000,000.00. Lessees shall provide a copy of the insurance policy to the Lessor on an annual basis.
15. **Legal Proceedings.** Lessees shall, if Lessees receive notice of any proceeding to recover the Leased Property or possession thereof, immediately inform Lessor of the same and deliver to Lessor the notice, if in writing. Lessees are responsible to Lessor for all damages which Lessor may sustain by reason of Lessees' omission to inform Lessor of the notice or to deliver the notice to Lessor if such notice is in writing.
16. **Bankruptcy Termination of Bankruptcy lease.** If at anytime during the term of this lease agreement there shall be filed by or against Lessees in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of Lessees, or if Lessees make an assignment for the benefit of creditors, this lease agreement, at Lessor's option, exercised after expiration of the period provided below, may be canceled and terminated. In that event, neither Lessees nor any person claiming through or under Lessees by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises. If any of the above-specified actions by or against Lessees shall continue for a period of sixty (60) days, it shall be deemed a breach of this lease agreement by Lessees, entitling Lessor to proceed as provided in this section.
17. **Hunting.** Lessor reserves all rights to hunt and trap on the Leased Property during the term of this Agreement.

18. **Termination.** This lease shall terminate on the 1st day of November, 2023 or as soon as the Lessees have removed the 2023 crop. The Lessees agree that they will at the expiration of the term of this lease quietly yield and surrender the leased premises to the Lessor in as good a condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. The parties agree no notice of written termination shall be required.
19. **Remedies.** Regarding the rights and remedies of each party upon the other's default,
- (A) **Lessor's.** If Lessees fail or refuse to comply with their obligations under this Agreement, then Lessor may, at Lessor's option, (1) terminate this Agreement, (2) re-enter and take immediate possession of the Leased Property without notice and harvest and sell any crops growing on the Leased Property, delivering to Lessees any proceeds of the sale in excess of the delinquent rent and expenses of reentering, harvesting, and selling the crops; such reentry by Lessor shall not cause a forfeiture of the rent to be paid or the covenants to be performed by Lessees, or (3) pursue any other remedies available to Lessor, whether in law or in equity. Lessor's acceptance of rent or failure to exercise rights upon default may not be construed as a waiver of Lessees' default and shall not operate to prejudice, waive, or affect any right or remedy that Lessors may have under this Agreement or by operation of law.
- (B) **Lessees'.** If Lessor fails or refuses to comply with obligations under this Agreement, then Lessees may, at Lessees' option, (1) terminate this Agreement, (2) pursue any other remedies available to Lessees, whether in law or equity.
20. **General Provisions.** The following general provisions apply to this Agreement:
- (A) **Amendments.** This Agreement may not be amended or modified except by a writing signed by all parties hereto.
- (B) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- (C) **Captions and Catchlines.** Captions and catchlines are intended solely as aids to convenient reference, and no inference as to the intent of the parties with respect to any provision of this Agreement may be drawn from them.
- (D) **Entire Agreement; Merger.** This document constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, whether oral or written, not contained herein. Each party hereby acknowledges that in executing this Agreement has not been induced, persuaded, or motivated by any promise or representations made by the other party, unless expressly set forth herein. All previous negotiations, statements, and preliminary documents by the parties or their representatives are merged in this Agreement.
- (E) **Grammatical Usages.** In this Agreement, the word "may" is used to indicate that an action either is authorized or is permitted, the word "shall" is used to indicate that an action is both authorized and required, and the phrase "may not" is used to indicate that an action is both unauthorized and forbidden.

- (F) **Notices.** All notices, demands, consents, or other instruments given or required to be given hereunder shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the parties hereto at the addresses hereinabove set forth, provided that either party by like written notice may designate any different addresses to which subsequent notices shall be sent.
- (G) **Partial Payment.** No payment by Lessees or receipt by Lessor of lesser amount than the amount due under this Agreement shall be deemed to be other than on account of the full amount due, nor shall any endorsement or statement of any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance due or pursue any other remedy provided under this Agreement.
- (H) **Partnership/Joint Venture.** Nothing contained in this Agreement shall be deemed or construed by anyone as creating a relationship of principal and agent or a partnership or joint venture between the parties.
- (I) **Remedies Cumulative.** The various rights and remedies contained in this Agreement shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute.
- (J) **Severability.** If a provision of this Agreement is held invalid, all valid provisions that are severable from the invalid provision remain in effect. If a provision of this Agreement is held invalid in one or more of its applications, the provision remains in effect in all valid applications that are severable from the invalid application or applications.
- (K) **Time.** Time is of the essence.
- (L) **Waiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence in any default. One or more waivers of any covenant, term, or condition of this Agreement by either party may not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval may not be deemed a waiver or render unnecessary consent or approval of any subsequent similar act.
- (M) **Default/Attorney Fees.** In the event of a default of this lease, the defaulting party shall be responsible for and pay the reasonable attorney fees, sales tax and costs incurred by the non-defaulting party in enforcing the terms and provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LESSOR:

PRIEB FARM, LLC

Suzanne Gausky

Raymond Gausky

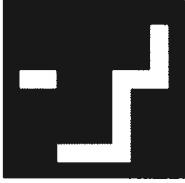
LESSEES:

Derek Gaikowski

Derek Gaikowski

Allison Gaikowski

Allison Gaikowski



Grue Abstract Company
619 Main Street, P.O. Box 559
Webster, SD 57274

August 10, 2022

Delaney, Nielsen & Sannes, P.C.
520 2nd Avenue East, PO Box 9
Sisseton, SD 57262

Attn: Pam Richards
SD2218449

RE:

Parcel I: The Southwest Quarter (SW1/4); The Southeast Quarter (SE1/4); The Northwest Quarter (NW1/4), except Prieb Tract 1 in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) and the South Half of the Northeast Quarter (S1/2NE1/4), all in Section 9, Township 121 North, Range 55 West of the 5th P.M., Day County, South Dakota.

Parcel II: The North Half of the Southwest Quarter (N1/2SW1/4) and the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section 10, Township 121 North, Range 55 West of the 5th P.M., Day County, South Dakota.

Parcel III: The North Half of the Northwest Quarter (N1/2NW1/4); The Southeast Quarter of the Northwest Quarter (SE1/4NW1/4); The Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) all in Section 16, Township 121 North, Range 55 West of the 5th P.M., Day County, South Dakota

Dear Pam Richards:

We have reviewed the records for the above described property and as of **8/5/2022**, we find the owner to be **Prieb Farm, LLC, a South Dakota Limited Liability Company**.

Subject to the following:

1. No judgments found of public record.
2. No open mortgages found of public record.
3. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$649.34 1st half in the amount of \$324.67 is paid and the 2nd half in the amount of \$324.67 is paid. Tax ID #23.16.4100

4. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$1,206.98 1st half in the amount of \$603.49 is paid and the 2nd half in the amount of \$603.49 is paid. Tax ID #23.16.2000
5. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$384.38 1st half in the amount of \$192.19 is paid and the 2nd half in the amount of \$192.19 is paid. Tax ID #23.10.3000
6. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$398.20. 1st half in the amount of \$199.10 is paid and the 2nd half in the amount of \$199.10 is paid. Tax ID #23.16.1000
7. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$674.72 1st half in the amount of \$337.36 is paid and the 2nd half in the amount of \$337.36 is paid. Tax ID #23.16.2200
8. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$1,594.30. 1st half in the amount of \$797.15 is paid and the 2nd half in the amount of \$797.15 is paid. Tax ID #23.09.4000.
9. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$1,135.02. 1st half in the amount of \$567.51 is paid and the 2nd half in the amount of \$567.51 is paid. Tax ID #23.09.1000
10. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$2,739.92 1st half in the amount of \$1,369.96 is paid and the 2nd half in the amount of \$1,369.96 is paid. Tax ID #23.09.2100.
11. 2021 Real Estate Taxes due and payable in 2022 in the amount of \$2,456.50 1st half in the amount of \$1,228.25 is paid and the 2nd half in the amount of \$1,228.25 is paid. Tax ID #23.09.3000.
12. Reservations contained in U.S. Patent executed by United States of America, filed on December 4, 1893 and recorded in Book 3 of Patents, page 142, substantially as follows:
(SE Parcel I)

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

13. Reservations contained in U.S. Patent executed by United States of America, filed on January 21, 1922 and recorded in Book 4 of Patents, page 441, substantially as follows: (NW Parcel I)

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

14. Reservations contained in U.S. Patent executed by United States of America, filed on April 30, 1907 and recorded in Book 7 of Patents, page 234, substantially as follows: (NE Parcel I)

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

15. Reservations contained in Patent executed by the State of South Dakota, filed on January 22, 1929 and recorded in Book 12 of Patents, page 45, substantially as follows: (NWSE Parcel III)

Reserving, however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDC 61-0147 and subject to reservations and right relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances as provided by SDC 15.05 and SDC 55.0203 and in any law of the State of South Dakota reserving any right of way of any kind in said State or any to its departments, institutions, subdivisions, funds or securities.

16. Reservations contained in Patent executed by the State of South Dakota, filed on August 4, 1944 and recorded in Book 12 of Patents, page 126, substantially as follows: (NWNW Parcel III)

Reserving, however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDC 61-0147 and subject to reservations and right relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances as provided by SDC 15.05 and SDC 55.0203 and in any law of the State of South Dakota reserving any right of way of any kind in said State or any to its departments, institutions, subdivisions, funds or securities.

17. Reservations contained in Patent executed by the State of South Dakota, filed on November 7, 1945 and recorded in Book 12 of Patents, page 145, substantially as follows: (SENW Parcel III)

Reserving, however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDC 61-0147 and subject to reservations and right relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances as provided by SDC 15.05 and SDC 55.0203 and in any law of the State of South Dakota reserving any right of way of any kind in said State or any to its departments, institutions, subdivisions, funds or securities.

18. Reservations contained in Patent executed by the State of South Dakota, filed on August 16, 1949 and recorded in Book 12 of Patents, page 245, substantially as follows: (NENW Parcel III)

Reserving, however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDC 61-0147 and subject to reservations and right relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances as provided by SDC 15.05 and SDC 55.0203 and in any law of the State of South Dakota reserving any right of way of any kind in said State or any to its departments, institutions, subdivisions, funds or securities.

19. Reservations contained in Patent executed by the State of South Dakota, filed on July 8, 1959 and recorded in Book 12 of Patents, page 335, substantially as follows: (NENE Parcel III)

Reserving, however, to the State of South Dakota right-of-way for irrigation ditches, canals, etc., as provided by SDC 61-0147 and subject to reservations and right relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances as provided by SDC 15.05 and SDC 55.0203 and in any law of the State of South Dakota reserving any right of way of any kind in said State or any to its departments, institutions, subdivisions, funds or securities.

20. Reservations contained in U.S. Patent executed by United States of America, filed on April 8, 1965 and recorded in Book 10 of Patents, page 350, substantially as follows: (Parcel II)


Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

21. Easement dated October 25, 1958, executed by and between Martha Engelhart and Marvin Ludtke, filed on October 25, 1958 and recorded in Book B58 of Miscellaneous on page 449. (Parcel I, II, III)
22. Conveyance of Easement for Waterfowl Management Rights dated June 15, 1967, executed by Leo Washenberger and Myrtle Washenberger, his wife to the United States of America, acting by and through the Secretary of the Interior or his authorized representative, filed on September 8, 1967 and recorded in Book B60 of Miscellaneous on page 299. (Parcel III)
23. Agreement dated September 25, 1967, executed by and between David A. Prieb, Marvin A. Ludtke, Elmer F. Dulitz, and Wesley Dulitz filed on February 8, 1968 and recorded in Book B60 of Miscellaneous on page 641. (Parcel I, Parcel III)
24. Resolution dated December 29, 1972, executed by the Board of Supervisors of Morton Township to Whom It May Concern, filed on February 28, 1973 and recorded in Book B68 of Miscellaneous on page 413. (Parcel I, III)
25. Right-of-Way Easement dated February 9, 1988, executed by David Prieb to WEB Water Development Association, Inc., filed on March 10, 1988 and recorded in Book B96 of Miscellaneous on page 429. (N1/2 Parcel I)
26. Vested Drainage Right Form dated January 29, 1990, executed by Marvin Ludtke to Whom It May Concern, filed on January 29, 1990 and recorded in Book B100 of Miscellaneous on page 748. (NENE, Parcel III)
27. Vested Drainage Right Form dated January 8, 1991, executed by David Albert Prieb to Whom It May concern, filed on January 8, 1991 and recorded in Book B103 of Miscellaneous on page 166. (NW and NE Parcel I)
28. Vested Drainage Right Form dated January 8, 1991, executed by David Albert Prieb and LaVonne Virginia Prieb to Whom It May Concern, filed on January 8, 1991 and recorded in Book B103 of Miscellaneous on page 167. (NENE, Parcel III)
29. Vested Drainage Right Form dated January 8, 1991, executed by David Albert Prieb to Whom It May Concern, filed on January 8, 1991 and recorded in Book B103 of Miscellaneous on page 168. (NE, SE Parcel I)
30. Vested Drainage Right Form dated January 8, 1991, executed by David Albert Prieb and LaVonne Virginia Prieb to Whom It May Concern, filed on January 8, 1991 and recorded in Book B103 of Miscellaneous on page 170. (SE Parcel I, NENE Parcel III)
31. Vested Drainage Right Form dated January 8, 1991, executed by David Albert Prieb and LaVonne Virginia Prieb to Whom It May Concern, filed on January 8, 1991 and recorded in Book B103 of Miscellaneous on page 172. (SW and SE Parcel I)

32. Vested Drainage Right Form dated January 8, 1991, executed by David Albert Prieb to Whom It May Concern, filed on January 8, 1991 and recorded in Book B103 of Miscellaneous on page 174. (NESE Parcel III)
33. Vested Drainage Right Form dated January 8, 1991, executed by David Albert Prieb to Whom It May Concern, filed on January 8, 1991 and recorded in Book B103 of Miscellaneous on page 176. (SENW Parcel I)
34. Easement dated June 6, 2005, executed by David A. Prieb Trust u/a dated May 27, 2005 and LaVonne V. Prieb trust u/a dated May 27, 2005 to Rolfe Ludtke, filed on June 14, 2005 and recorded in Book B135 of Miscellaneous on page 480. (Parcel I)
35. Easement dated May 1, 2009, executed by the David A. Prieb Trust u/a dated May 27, 2005 and the LaVonne V. Prieb Trust u/a dated May 27, 2005 to Rolfe Ludtke, filed on January 11, 2010 and recorded in Book B146 of Miscellaneous on page 148. (Parcel I)

This report is not a title insurance policy. It is not to be used for sale or mortgage purposes, but for informational purposes only. Grue Abstract Company disclaims any liability with respect to this information report except to the extent of the cost hereof, \$250.00.

Grue Abstract Company

A handwritten signature in black ink that reads "Christina Magedanz". The signature is written in a cursive, flowing style.

Christina Magedanz

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated 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 Grue Abstract Company. We may collect non-public 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 non-public 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 non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing 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 NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public 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 non-public personal information

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

183X,1

THIS INDENTURE, by and between Leo Washenberger and Myrtle Washenberger, his wife, of Webster, 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:

twenty-five

NOW, THEREFORE, for and in consideration of the sum of eight hundred/ Dollars (\$825.00), 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. 121 N., R. 55 W., 5th P.M. Day County, South Dakota

sec. 8, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;

sec. 16, N $\frac{1}{2}$ NW $\frac{1}{4}$;

sec. 17, N $\frac{1}{2}$ NW $\frac{1}{4}$.

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 on the 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 reoccur 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 Leo Washenberger at Webster, South Dakota, 57274 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.

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 15 day of June, 1967.

Leo Washenberger (L.S.)
Leo Washenberger

Myrtle Washenberger (L.S.)
Myrtle Washenberger

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)
(Witness)

_____ (L.S.)

ACKNOWLEDGMENT

STATE South Dakota)
COUNTY OF Day) ss

On this 15 day of June, in the year 1967, before me personally appeared Leo Washenberger and Myrtle Washenberger, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.

Alfred John Payne
Alfred John Payne

NOTARY PUBLIC
(Official Title)

My commission expires January 30, 1975



ACCEPTANCE

This indenture is accepted on behalf of the United States this _____ day of SEP 1 1967, 19 _____, 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 R. W. Burson

(Title) Regional Director
Bureau of Sport Fisheries and Wildlife

37986

STATE OF SOUTH DAKOTA, COUNTY OF DAY - SS
FILED THIS 8TH DAY OF Sept 1967 AT 6 O'CLOCK P. M. BOOK 860 PAGE 299-300
REGISTER OF DEEDS BY Jessie Nelson DEPUTY FEE \$ 250

This document prepared by:
 Kolker Law Office
 PO Box 467
 Groton SD 57445
 605-397-8464

43847	STATE OF SOUTH DAKOTA
	COUNTY OF DAY
	Filed this <u>14</u> day of <u>June</u> , 20 <u>05</u>
	at <u>10:10</u> A.M. in Book <u>2135</u>
	Page(s) <u>480 - 482</u>
Register of Deeds <u>[Signature]</u>	
by Deputy <u>14.00</u>	
FEES \$	

EASEMENT

This agreement made and entered into this 6th day of June, 2005, by and between David A. Prieb as Trustee of the David A. Prieb Trust u/a dated May 27, 2005 and LaVonne V. Prieb as trustee of the LaVonne V. Prieb trust u/a dated May 27, 2005 of 43847 143rd St., Webster, South Dakota 57274, hereinafter collectively referred to as "Grantor" and Rolfe Ludtke of 415 E 13th Ave., Webster, South Dakota 57274 hereinafter referred to as "Grantee" for and in consideration of One Dollar (\$1.00) and other valuable considerations paid to "Grantor" by the "Grantee" the receipt of which is hereby acknowledged by the "Grantor", do hereby agree as follows, WITNESSETH:

WHEREAS, Grantor's are the owners of the following described real property:

All of Section Nine (9), Township 121, Range 55, Day County, South Dakota,

WHEREAS Grantee is the owner of the following described real property:

West Half (W1/2) of the Northeast Quarter (NE1/4) and Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) all in Section Sixteen (16), Township 121, Range 55, Day County, South Dakota

WHEREAS the land of the Grantee is farmland and the Grantee cannot access the Grantee's property without crossing over the land owned by the Grantor, and

WHEREAS it is necessary for the Grantor to provide to Grantee a temporary easement over a private road to cross over the land of the Grantor for purposes of farming the land,

NOW THEREFORE for and in consideration of the sum of Twenty-five Hundred Dollars (\$2,500.00), payable to Grantor at the rate of Five Hundred Dollars annually on April 1 commencing on April 1, 2005, with the final payment due on April 1, 2009 and other good and valuable considerations, the receipt of which is hereby acknowledged by the Grantor, Grantor does hereby give, grant and convey to Grantee his heirs, successors and assigns a temporary right of way and easement, being limited to five years in duration, consisting of the right to enter upon, cross over, and use the hereinafter described property so that the Grantee shall have access thereto and shall be allowed to travel over and across the following described property in Day County, South Dakota:

Commencing at the driveway to the home of Grantor located at 43847 143rd St., and continuing South over and across Section Nine (9) to the South Section Line of Section

This document prepared by:
Kolker Law Office
PO Box 467
Groton SD 57445
605-397-8464

STATE OF SOUTH DAKOTA
COUNTY OF DAY SS
Filed this 11th day of
JANUARY, 20 10
at 4:10 P.M. in book B146
Page(s) 148-150
Janet K. Knapp
Register of Deeds
by Deputy Steli Zolota
FEES \$ 14.00

57445

EASEMENT

This agreement made and entered into this 1st day of May, 2009, by and between **Lavonne V. Prieb** as successor Trustee of the David A. Prieb Trust u/a dated May 27, 2005 and **LaVonne V. Prieb** as trustee of the LaVonne V. Prieb trust u/a dated May 27, 2005 of 43847 143rd St., Webster, South Dakota 57274, hereinafter collectively referred to as "Grantor" and **Rolfe Ludtke** of 415 E 13th Ave., Webster, South Dakota 57274 hereinafter referred to as "Grantee" for and in consideration of One Dollar (\$1.00) and other valuable considerations paid to "Grantor" by the "Grantee" the receipt of which is hereby acknowledged by the "Grantor", do hereby agree as follows, WITNESSETH:

WHEREAS, Grantor's are the owners of the following described real property:

All of Section Nine (9), Township 121, Range 55, Day County, South Dakota,

WHEREAS Grantee is the owner of the following described real property:

West Half (W1/2) of the Northeast Quarter (NE1/4) and Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) all in Section Sixteen (16), Township 121, Range 55, Day County, South Dakota

WHEREAS the land of the Grantee is farmland and the Grantee cannot access the Grantee's property without crossing over the land owned by the Grantor, and

WHEREAS it is necessary for the Grantor to provide to Grantee a temporary easement over a private road to cross over the land of the Grantor for purposes of farming the land,

NOW THEREFORE for and in consideration of the sum of Twenty-five Hundred Dollars (\$2,500.00), payable to Grantor at the rate of Five Hundred Dollars annually on April 1 commencing on April 1, 2010, with the final payment due on April 1, 2014 and other good and valuable considerations, the receipt of which is hereby acknowledged by the Grantor, Grantor does hereby give, grant and convey to Grantee his heirs, successors and assigns a temporary right of way and easement, being limited to five years in duration, consisting of the right to enter upon, cross over, and use the hereinafter described property so that the Grantee shall have

access thereto and shall be allowed to travel over and across the following described property in Day County, South Dakota:

Commencing at the driveway to the home of Grantor located at 43847 143rd St., and continuing South over and across Section Nine (9) to the South Section Line of Section Nine (9) in the most direct route practical, the purpose of this easement being to give Grantee ingress and egress over and across Grantors land to Grantee's farmland in Section Sixteen (16)

Grantor and their successors will do nothing to impede the Grantees intended use of this easement.

Grantors acknowledge that the consideration paid for this easement is the sole and total consideration to which Grantor, their heirs successors and assigns will be entitled to receive in consideration for the Grantees use of the easement property.

This easement shall constitute a covenant running with the land for the benefit of the Grantee and inure to the benefit of any heir, legatee, successor, or assign of the Grantee and be binding upon the Grantor and any heir, legatee, successor or assign of the Grantor.

This easement shall terminate on the 25th day of November, 2014.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the year and date first above written.

GRANTORS:

Lavonne V. Prieb
Lavonne V. Prieb as successor trustee of
The David A. Prieb trust u/a dated
May 27, 2005.

Lavonne V. Prieb
LaVonne V. Prieb as trustee of the LaVonne
V. Trust u/a dated May 27, 2005

GRANTEES:

Rolfe Lydtk
Rolfe Lydtk

STATE OF SOUTH DAKOTA)

COUNTY OF DAY)

ss.

On this 04 day of May, 2009, before me, the undersigned officer personally appeared Lavonne V. Prieb as successor trustee of the David A. Prieb Trust under agreement dated May 27, 2005, known to me or satisfactorily proven to me to be the person whose name is subscribed to the

(Filed Jan. 10)
RESOLUTION

WHEREAS a Petition has been presented to the Board of Supervisors of Morton Township, Day County, South Dakota, which petition is signed by more than two freeholders and requests that the township vacate section lines described as follows:

The section line commencing at the northeast corner of Section Nine (9), Township one hundred twenty-one (121), Range fifty-five (55), and running along a line between Section nine (9), Township one hundred twenty-one (121), Range fifty-five (55), and Section Ten (10), Township one hundred twenty-one (121), Range fifty-five (55), and ending at the southeast corner of Section 9-121-55.

The section line commencing at the southwest corner of Section nine (9), Township one hundred twenty-one (121), Range fifty-five (55), and running along a line between Section nine (9) and Section sixteen (16), Township one hundred twenty-one (121), Range fifty-five (55), in an easterly direction, ending at the southeast corner of of Section nine (9), Township one hundred twenty-one (121), Range fifty-five (55), Day County, South Dakota.

WHEREAS it has been determined by the Board of Supervisors that the public interest will be best served by the vacation of said section lines, now therefore,

BE IT RESOLVED that Morton Township, Day County, South Dakota, vacate the section lines upon the above described real property.

Said resolution was introduced by Nate Elam and was duly seconded by David Wagner, and upon vote, all Supervisors vote "Yes" and said Resolution was duly passed.

Dated this 29 day of December, 1972.

45568

David Knicker
David Wagner
Nate E. Elam
Alvin B. Brundage Clerk

A G R E E M E N T

That this Agreement made and entered into this 25th day of September, 1967, by and between David A. Prieb, Marvin A. Ludtke, Elmer F. Dulitz and Wesley Dulitz, all of RFD Webster, South Dakota, WITNESSETH:

That the said David A. Prieb is the owner of real estate described as:

The South Half of Section Nine; Northeast Quarter of the Northeast Quarter of Section Sixteen, all in Township One Hundred Twenty-one, North of Range Fifty Five, West of the Fifth Principal Meridian, Day County, South Dakota,

And that the said Marvin A. Ludtke is the owner of real property described as:

Marvin A. Ludtke
THE NORTHEAST QUARTER
The West Half of Section Sixteen; the Southeast Quarter of the Northeast Quarter of Section Sixteen and the Northeast Quarter of the Southeast Quarter of said Section Sixteen, all in Township One Hundred Twenty One, North of Range Fifty Five, West of the Fifth Principal Meridian, Day County, South Dakota,

And that the said Wesley Dulitz and Elmer F. Dulitz own real property described as:

The West Half of Section Fifteen, Township One Hundred Twenty One, North of Range Fifty-five, West of the Fifth Principal Meridian, Day County, South Dakota,

And that all parties hereto agree with the other as follows:

I.

That with reference to real property described herein, all parties have interlocking and connecting sloughs that catch runoff surface water due to the low ground on real estate as described herein, and specifically the said Elmer F. Dulitz and Wesley Dulitz do hereby give the right and grant an easement unto the said David A. Prieb and Marvin A. Ludtke to install

control gates and drain surface water and control the same at different levels from the slough of the said David A. Prieb in Section Nine to the Marvin A. Ludtke property in Section Sixteen, and thus into sloughs in said Section Fifteen as owned by Wesley Dulitz and Elmer F. Dulitz, and that the consideration therefore is one dollar and other good and valuable consideration and the benefits that all parties may derive therefrom, and that this right and assignment shall run with the land and apply to the heirs and assigns of all parties hereto; that primarily this instrument is made to allow control of the impounded surface water by two of the parties herein, namely the said David A. Prieb and Marvin A. Ludtke, and it is acknowledged by all that there will be no resulting damage to the lower land owners, namely the said Wesley Dulitz and Elmer F. Dulitz by the installation of control gates.

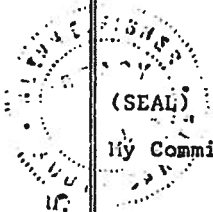
Dated at Webster, South Dakota, this 25th day of September, 1967.

David A. Prieb
Marvin Ludtke
Elmer F. Dulitz
Wesley Dulitz

STATE OF SOUTH DAKOTA
ss
County of Day

On this the 25th day of September, 1967, before me, Glenn E. Fisher, the undersigned officer, personally appeared David A. Prieb, Marvin A. Ludtke, Elmer F. Dulitz and Wesley Dulitz, 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.

Glenn E. Fisher
Glenn E. Fisher, Notary Public,
State of South Dakota.



My Commission expires March 30, 1975

STATE OF SOUTH DAKOTA, COUNTY OF DAY - SS
FILED THIS 27 DAY OF Feb 1968 AT 3:00 CLOCK P. M. BOOK 260 PAGE 641-642
BY Jessie Nelson REGISTER OF DEEDS DEPUTY FEES \$ 3.00

338615