

TITLES *of* DAKOTA

RE: FinCEN Residential Real Estate Reporting Rule

Starting March 1, 2026, we will be required to report residential real estate transaction information to the Financial Crimes Enforcement Network on transactions where the Buyer is an entity (corporation, LLC, etc.) or a trust and there is no lender with an anti-money laundering program involved. It will be imperative now that we know well in advance of closing whether the Buyer is a corporation, LLC, other legal entity, or trust.

To comply with the reporting requirements, we will be asking Sellers and Buyers to complete a form concerning information beyond what we typically gather including the following:

- Entity/Trust Information
- Person(s) associated with the transferee (authorized signers and beneficial owners)
- Transferor/Seller information
- If the Seller is a Trust, provide the trustee's information
- Payment Information, including bank account details for sourcing funds
- Detailed payment information for payments made on behalf of the Transferee/Buyer

This information is required for FinCEN, and we do not have a choice because non-compliance can result in civil and criminal penalties, including incarceration. Data collection forms will need to be returned to us and approved before we can close your transaction.

We wanted to share this information with you in advance to prepare you and your customers for the information we will be gathering in the future. There will be more information as we approach the March 1, 2026 starting date.

Sincerely,

Titles of Dakota



1-605-225-4903



www.titlesofdakota.com



Serving 15 Counties in South Dakota



COMMITMENT FOR TITLE INSURANCE
Issued By
CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Titles of Dakota
Issuing Office: 115 W Lawler Avenue, Suite 1, Chamberlain, SD 57325
Issuing Office's ALTA® Registry ID: 1238413
Loan ID No.:
Commitment No.: 26-0109
Issuing Office File No.: 26-0109
Property Address: N/A, Chamberlain, SD 57325

SCHEDULE A

1. Commitment Date: January 26, 2026 at 08:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/21)

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: [REDACTED]

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

LaForge Properties, LLC

5. The Land is described as follows:

Township 101 North, Range 69, West of the Fifth P.M., Brule County, South Dakota, Section 1: SE1/4 and W1/2 LESS AND EXCEPT the following described as: Commencing at the Northwest Corner of Section 1, Township 101 North, Range 69, West of the Fifth P.M., thence East 7.07 Chains, thence South 7.07 chains, thence West 7.07 Chains, Thence North 7.07 chains to the point of beginning, AND EXCEPT Commencing 7.07 chains South of the Northwest corner of said Section thence East 7.07 chains, thence South 1.414 chains, thence West to section line 7.07 chains, thence North to place of beginning.

Section 1: NE1/4 including the homesite on said property referred to as Tract B which is described as follows: The East 750 feet of the N 750 feet thereof

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SCHEDULE A

(Continued)

Stephanie Keyser

Stephanie Keyser
Title Examiner
115 W. Lawler Ave. Ste 1
Chamberlain, SD 57325
605-234-0176

CHICAGO TITLE INSURANCE COMPANY

By:

Michael J. Nolan
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

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COMMITMENT FOR TITLE INSURANCE
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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I
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. Procure and record a properly executed deed from LaForge Properties, LLC.
6. The following documentation is required for LaForge Properties, LLC:

* Search has been made of the South Dakota Secretary of State records and the records indicated this LLC was not registered with the State. We require documentation showing this LLC is in good standing and filed with the South Dakota Secretary of State. Please inform us if said LLC is filed in another state;

* Copy of the Operating Agreement and any amendments thereto;

* Resolution executed by all members of the limited liability company authorizing the Sale and signing authority.

Further requirements may be made based upon any information provided.

7. ATTENTION: If this is a qualifying transaction for residential real estate (as defined by the U.S. Financial Crimes Enforcement Network) where the buyer is an Entity or Trust, the buyer and seller must cooperate in providing all required personally identifying data necessary to file with FinCEN prior to closing and must pay any fees associated to TITLES OF DAKOTA.

Buyer and seller are responsible for working with TITLES OF DAKOTA to complete the filing with FinCEN.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



26-0109

SCHEDULE B, PART I

(Continued)

8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



26-0109



COMMITMENT FOR TITLE INSURANCE
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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Any setback lines and utility easements that may exist.
9. Rights of tenants in possession under the terms of unrecorded leases.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



26-0109

SCHEDULE B, PART II

(Continued)

10. The 2025 real estate taxes due and payable in 2026 are due and payable as follows:

NE1/4 Incl Tract B 1-101-69 in the amount of \$1,670.08 which are UNPAID. (Record #03-001-01-0001)
NW1/4 exc cemetery 1-101-69 in the amount of \$1,497.20 which are UNPAID. (Record #03-001-02-0000)

SE1/4 1-101-69 in the amount of \$1,887.12 which are UNPAID. (Record #03-001-03-0000)
SW1/4 1-101-69 in the amount of \$1,759.68 which are UNPAID. (Record #03-001-04-0000)

Subject to real estate taxes for 2026 tax year which are not yet due and payable.

11. Location Notice - Dry Draw

Dated November 20, 1950

Filed November 29, 1950 at 8:00 AM (K-131)

As to SW1/4SE1/4 1-101-69

12. Location Notice - Dry Draw

Dated November 20, 1950

Filed December 5, 1950 at 11:00 AM (B-132)

As to SW1/4NW1/4 1-101-69

13. Location Notice - Dry Draw

Dated July 20, 1961

Filed August 4, 1961 at 9:00 AM (K-130)

As to NE1/4NW1/4 1-101-69

14. Easement as created by that certain 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

Dated December 11, 1963

Filed for record April 16, 1964 at 11:00 AM in Book 10M of Misc page 63

As to All Fract NE1/4 1-101-69 and other land

15. Location Notice - Dry Draw

Dated November 30, 1964

Filed December 15, 1964 at 10:00 AM (K-133)

As to SW1/4SE1/4 1-101-69

16. Easement as created by that certain 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

Dated April 19, 1972

Filed for record July 12, 1972 at 1:30 PM in Book 10M of Misc page 462

As to Lot 3, S1/2NW1/4 & SE1/4 1-101-69 and other land

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



26-0109

SCHEDULE B, PART II

(Continued)

17. Location Notice - Dry Draw
Dated August 7, 1974
Filed August 16, 1974 at 10:00 AM (K-132)
As to SW1/4NW1/4 1-101-69

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



26-0109

Filed in - Brule County SD
Recorded on 12/15/2020 2:10 PM
Transaction # 1030912

Document # 2020-1213

Book 2020 Trans. Fee \$1,783.50
Page 1213 (2 pages) Rec. Fee \$30.00

Glenda Andera
Glenda Andera, Register of Deeds

Document Prepared by:
David J. Larson
Larson Law P.C.
P.O. Box 131
Chamberlain, SD 57325
605 234 2222
BC20-550 LAFORGE



WARRANTY DEED

Superior Investment Co., Inc., a Kansas corporation, Grantor, of 2020 North 21st Street, Parsons, KS 67357. For and in consideration of other good and valuable consideration and One Dollar, Grants, Conveys, and Warrants to **LaForge Properties, LLC**, an Oklahoma limited liability company, of 2808 South 4th Street, Chickasha, OK 73018, Grantees, the following described real estate in the County of Brule in the State of South Dakota, to-wit:

Southeast Quarter (SE1/4) AND the West One-half (W1/2) of Section One (1), LESS AND EXCEPT the following described as: Commencing at the Northwest Corner of Section One, Township One Hundred One North, Range Sixty-Nine, West of the Fifth P.M., thence East 7.07 Chains, thence South 7.07 chains, thence West 7.07 Chains, Thence North 7.07 chains to the point of beginning, AND EXCEPT Commencing 7.07 chains South of the Northwest corner of said Section thence East 7.07 chains, thence South 1.414 chains, thence West to section line 7.07 chains, thence North to place of beginning.

AND

Northeast Quarter (NE1/4) of Section One (1), Township One Hundred One (101) North, Range Sixty-Nine (69), West of the Fifth P.M., Brule County, South Dakota, including the homesite on said property referred to as Tract B which is described as follows: The East Seven Hundred fifty Feet (E 750') of the North Seven Hundred Fifty Feet (N 750') of the Northeast Quarter (NE1/4) of Section One (1), Township One Hundred One (101) North, Range Sixty-Nine (69), West of the Fifth P.M., Brule County, South Dakota.

Dated this 10th day of December, 2020.

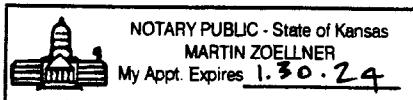
Superior Investment Co., Inc.

Jane Maskus
BY: Jane Maskus
ITS: President

STATE OF KANSAS :
:SS
COUNTY OF JOHNSON :

On this the 10 day of December, 2020, before me, the undersigned officer, a Notary Public, personally appeared Jane Maskus who acknowledged herself to be the President of Superior Investment Co., Inc., a corporation, and that she, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

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



Notary Public, STATE OF KANSAS
My Comm. Exp. 1.30.24

Brule
County

LOCATION NOTICE

K-181

Dry Draw Number

1950

Program Year

47-008 5-33

ACP Farm Serial No.

KNOW ALL MEN BY THESE PRESENTS:

That

Wm. Kott

Whose post office is Academy, South Dakota, a citizen of the United States, above the age of 21 years, being in possession of the land covered by the above ACP farm serial number of which the land upon which the works described below are to be constructed is a part, in Brule County, South Dakota, availing him self of the right granted him under the provisions of Section 61.0133 South Dakota Code of 1939 has located and claims the right to construct a certain dam across a dry draw situated in the SW 1/4 of the SE 1/4 of Section 1 Township 101 Range 69 and has located and claims the right to construct ditches and flumes for the purpose of directing flood waters from said dam for irrigation of the land first above described and for Live Stock Purposes, and claims the right of way across any land for the purpose of conveying water for said purposes.

Said locator claims for the above purpose 2.2 acre feet of water annually.

The location of the point of diversion of the reservoir is as follows:

From the

The ditch will run in a direction to and on said land for a distance of feet.

Said location was made on the 20th day of November 19 50
Witness my hand and seal this 20th day of November 19 50

Wm Kott,
Locator

Herewith is enclosed one dollar for filing in the State Engineer's Office as required under Section 55.1806 of the South Dakota Code of 1939.

STATE OF SOUTH DAKOTA,)
)
County of Brule)ss

On the 20th day of November 19 50, before me
Helen Douville, a Notary Public in and for the County and State aforesaid, personally appeared Wm. Kott to me personally known to be the person who executed the foregoing instrument and acknowledged that he executed the same for the use and purposes therein set forth.

Witness my hand and official seal the day and date above written.

Helen Douville
Notary Public

My commission expires 5/16/53.

5890 K-131

Mr. Knill
D.M.A.

State of South Dakota, } ss.

Brown County,

I certify that the within instrument

was filed in my office on the 2

of May A.D. 1950

and recorded in

Book of Deeds

of Marie Clark

Register of Deeds.

By _____ Deputy _____



Rey Steele
Brule
County

LOCATION NOTICE

B-132

Dry Draw Number

1950

Program Year

47-008 50-74

ACP Farm Serial No.

KNOW ALL MEN BY THESE PRESENTS:

That

Joseph Bravek

Whose post office is Academy, South Dakota, a citizen of the United States, above the age of 21 years, being in possession of the land covered by the above ACP farm serial number of which the land upon which the works described below are to be constructed is a part, in Brule County, South Dakota, availing him self of the right granted him under the provisions of Section 61.0133 South Dakota Code of 1939 has located and claims the right to construct a certain dam across a dry draw situated in the SW 1/4 of the NW 1/4 of Section 1 Township 101 Range 69 and has located and claims the right to construct ditches and flumes for the purpose of directing flood waters from said dam for irrigation of the land first above described and for Live Stock Purposes, and claims the right of way across any land for the purpose of conveying water for said purposes.

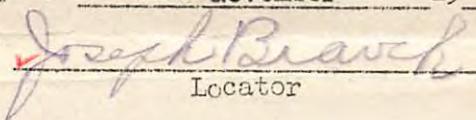
Said locator claims for the above purpose 1.7 acre feet of water annually.

The location of the point of diversion of the reservoir is as follows:

From the _____

The ditch _____ will run in a _____ direction to and on said land for a distance of _____ feet.

Said location was made on the 20th day of November 1950
Witness my hand and seal this 20th day of November 1950

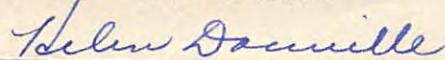

Locator

Herewith is enclosed one dollar for filing in the State Engineer's Office as required under Section 55.1806 of the South Dakota Code of 1939.

STATE OF SOUTH DAKOTA,)
)ss
County of Brule)

On the 20th day of November 1950, before me
Helen Douville, a Notary Public in and for the County and State aforesaid, personally appeared Joseph Bravek to me personally known to be the person who executed the foregoing instrument and acknowledged that he executed the same for the use and purposes therein set forth.

Witness my hand and official seal the day and date above written.



Notary Public

My commission expires 5/16/53

5915 B-132

Joseph Bennett

State of South Dakota,

no. 1

County, I certify that the within instrument

was filed for record on the 5

A. D. 1952 at

11 o'clock A. M. and received in

book No. 1 page

1000 of

Book of Deeds.

Deputy



LOCATION NOTICE—DRY DRAW

Beauregard
County

K-130

Dry Draw No.

I, William Kott, of

Name

Academy, South Dakota

Address

Town

Beauregard
County

Academy, of the following described land, do hereby notify the Water
owner or operator

Resources Commission of the State of South Dakota and all others concerned that I am exercising
my right under Section 61.0138 of Chapter 430 of the Session Laws of 1955 as amended,
for construction of a Dry Draw dam for the purpose of ~~storing~~ (storing, diverting, or both)
flood waters for livestock purposes.

The following data is presented in compliance with Section 61.0138, as amended:

(1) Dates of

(a) This application June 21, 1961

(b) Posting at construction site

(2) Legal description of the land upon which the dam is located. ~~NE~~ $\frac{1}{4}$ of the ~~SW~~ $\frac{1}{4}$ of
Section 1, Township 101, Range 69. The dam is located 130 rods
8 and 10 rods 8 of the NW corner of said Section
(N.S.E.W.) (N.S.E.W.) (NW,NE,SE,SW)

in the County of ~~Beauregard~~

The owner of the land is William Kott, Academy, So. Dak.

Name

Address

(3) Amount of water claimed for all purposes each year 2.8 acre feet.

(4) Storage capacity of reservoir 1.4 acre feet.

(5) Surface area of reservoir 24 acres.

(6) Size of watershed above dam 160 acres.

(Over)



Enclosed herewith is one dollar (\$1.00). The Water Resources Commission is requested to file this Location Notice in their official records.

A copy of this Location Notice has been filed (do not record) with the Register of Deeds of Brule County and has been posted at the structure site in accordance with Section 61.0138 of the Water Laws.

757 K-130

William Kott
Location Notice

State of South Dakota, } ss.
Brule County.

I certify that the within instrument
was filed for Record on the 21
day of Aug. A. D. 1961 at
7 o'clock A. M. and recorded in
book No. Large Deeds of page
Register of Deeds.

By Deputy.

William Kott

Owner

by
Locator

STATE OF SOUTH DAKOTA
Brule
County of } ss.

On this 20th day of July, 1961, before me
Adeline Young, a Notary Public
(Notary Public or other Official having a seal)
William Kott
in and for the County and State aforesaid, personally appeared
to me personally known to be the person who executed the foregoing instrument and acknowledged that —he executed the same for the purposes therein set forth.

Witness my hand and official seal the day and date above written.

Adeline Young
Name

Notary Public

Title

(SEAL)

3-1916
Rev. 1963

UNITED STATES DEPARTMENT OF THE INTERIOR (10x)
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between **Lewis J. Talich, a/k/a Lew J. Talich and Rose K. Talich, his wife, of Academy, 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 **Thirteen hundred Dollars (\$1300.00)**, 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:

South Dakota, Brule County

T. 101 N., R. 68 W., 5th P.M.
Section 6, all Fract. NW $\frac{1}{4}$.
T. 102 N., R. 68 W., 5th P.M.
Section 31, All Fract. SW $\frac{1}{4}$.
T. 101 N., R. 69 W., 5th P.M.
Section 1, all Fract. NE $\frac{1}{4}$.

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 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 Dolar, 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 **Lewis J. Talich** at **Academy, 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. 14-16-0003-6992

63-64

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 11th day of December , 1963

S/ Lewis J. Talich (L.S.)
Lewis J. Talich

S/ Rose K. Talich (L.S.)
Rose K. Talich

_____(L.S.)

_____(L.S.)

S/ Harold W. Benson (L.S.)
(Witness)
Harold W. Benson

S/ Robert A. Hietikko (L.S.)
Robert A. Hietikko

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF Brule) ss

On this 11 day of December , in the year 1963 , before me personally appeared Lewis J. Talich and Rose K. Talich , his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they ~~had~~ executed the same as their ~~acts~~ free act and deed.

S/ Robert A. Hietikko
Robert A. Hietikko

Notary Public
(Official Title)

(SEAL)

My commission expires August 27, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this day of
APR 10 1964 , 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).

STATE OF SOUTH DAKOTA, BRULE COUNTY, ss. THE UNITED STATES OF AMERICA
I certify that the within instrument was filed for
Record on the 16 day of April A. D. 1964 By S/ Uraan C. Nelson
at 11 o'clock A. M. and recorded in book No.
10M of Misc page 63.

(Title) Acting Regional Director
Bureau of Sport Fisheries and Wildlife

Faye Farnsworth, Register of Deeds
By S/ Jean Adamson, Deputy

Deed

1968 Proof Read Copy of
Orig. Photo Copy Recording

LOCATION NOTICE - DRY DRAW

Brule
County

K-133
Dry Draw No.

I, William Kett, of

Name

Address

Academy, So. Dak.

Brule

County

owner, of the following described land, do hereby notify the Water
owner or operator

Resources Commission of the State of South Dakota and all others concerned that I am exercising
my right under Section 61.0138 of Chapter 430 of the Session Laws of 1955 as amended,
for construction of a Dry Draw dam for the purpose of storing
(~~storing~~, diverting, or both)
flood waters for livestock purposes.

The following data is presented in compliance with Section 61.0138, as amended:

(1) Dates of

(a) This application
(b) Posting at construction site
(2) Legal description of the land upon which the dam is located. SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of
Section 1, Township 101, Range 69. The dam is located 115 rods
W and 10 rods W of the SE corner of said Section
(N.S.E.W.) (N.S.E.W.) (NW,NE,SE,SW)

in the County of Brule

The owner of the land is William Kett, Academy, S.D.
Name Address

(3) Amount of water claimed for all purposes each year 1.4 acre feet.
(4) Storage capacity of reservoir 1.4 acre feet.
(5) Surface area of reservoir .24 acres.
(6) Size of watershed above dam 100 acres.

(Over)

Enclosed herewith is one dollar (\$1.00). The Water Resources Commission is requested to file this Location Notice in their official records.

A copy of this Location Notice has been filed (do not record) with the Register of Deeds of Browne County and has been posted at the structure site in accordance with Section 61.0138 of the Water Laws.

William Kott
Owner

Owner

by
Locator

On this 30th day of November, 1964, before me
Marjorie Miller, a Notary Public (Notary Public or other Official having a seal)
in and for the County and State aforesaid, personally appeared William Kott
to me personally known to be the person who executed the foregoing instrument and acknowledged that —he executed the same for the purposes therein set forth.

Witness my hand and official seal the day and date above written.

State of South Dakota, } ss.
Brule County. }

I certify that the within instrument
was filed for Record on the 15
day of Dec. S.E.A.L. at
10 o'clock A.M. and recorded in
book No. 10 of Jane Janeswick
page 1 Register of Deeds.
By Jane Janeswick Deputy.

Mayrie Moller
Name

Notary Public Title

COPY

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

130 x, 1

THIS INDENTURE, by and between William Kott, a single man, of Academy,
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 (\$ 2075.00) .
Two thousand seventy five----- Dollars, the parties of the

first part do 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, a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of access thereto by authorized representatives of the United States:

T. 101 N., R. 68 W., 5th P.M. Brule County
section 6, lot 7, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

T. 101 N., R. 69 W., 5th P.M.
section 1, lot 3, S $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable 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 recurring 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 recurs 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 at any time, 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 Mr. William Kott
at Academy, South Dakota 57310
and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. 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.

4. Payment of the consideration will be made by a United States Treasury 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 April , 1972 .

----- (L.S.) S/ William Kott (L.S.)
----- (L.S.) William Kott
----- (L.S.) ----- (L.S.)
----- (L.S.) ----- (L.S.)
----- (L.S.) ----- (L.S.)

ACKNOWLEDGEMENT

STATE, South Dakota }
COUNTY OF Brule } ss

On this 19 day of April , in the year 1972 , before me personally appeared

William Kott, a single man ~~XXXXXX~~, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that ~~XXXX~~ (he) executed the same as ~~XXXX~~ (his) free act and deed.

S/ Robert S. Fryer
• Robert S. Fryer
Notary Public
(Official Title)

My commission expires 11-6-74

STATE OF SOUTH DAKOTA, BRULE COUNTY, ss. I certify that the within instrument was filed for record on the 12 day of July A. D. 1972 at 1:30 o'clock P.M. and recorded in book No. 10 of Misc. page 462.

Eleanor Saukerson Register of Deeds By: Marjorie Nelson
Recording Fee:\$3.00 Deputy



The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this day of JUL 10 1972 .

THE UNITED STATES OF AMERICA

By S/ Charles A. Hughlett
Charles A. Hughlett
(Title) Deputy Regional Director
Bureau of Sport Fisheries and Wildlife

LOCATION NOTICE—DRY DRAW

Brule

County

K-132

Dry Draw No.

I, William J Kott, of

Name

Academy, SD 57310

Brule

Address & Zip Code

Town

County

both

of the following described land, do hereby notify the Water owner or operator

Resources Commission of the State of South Dakota and all others concerned that I am exercising my right under Section 61.0138 of the 1960 Supplement to the South Dakota Code of 1939, for construction of a Dry Draw dam for the purpose of storing (storing, diverting, or both) flood waters for livestock purposes.

The following data is presented in compliance with Section 61.0138, as amended:

(1) Dates of

(a) This application 8 2 74

(b) Posting at construction site

(2) Legal description of the land upon which the dam is located. SW 1/4 of the NW 1/4 of Section 1, Township 101, Range 69. The dam is located 130 rods S 64 E and rods of the NW corner of said Section (N.S.E.W.) (N.S.E.W.) (NW,NE,SE,SW)

Brule

in the County of

The owner of the land is same as above

Name

Address

1.3

(3) Amount of water claimed for all purposes each year acre feet.

(4) Storage capacity of reservoir 1.3 acre feet.

(5) Surface area of reservoir .25 acres.

(6) Size of watershed above dam ground water acres.

(Over)



Enclosed herewith is one dollar (\$1.00). The Water Resources Commission is requested to file this Location Notice in their official records.

A copy of this Location Notice has been filed (do not record) with the Register of Deeds of Brule..... County and has been posted at the structure site in accordance with Section 61.0138 of the Water Laws.

STATE OF SOUTH DAKOTA, } ss.
BRULE COUNTY.
I certify that the within instrument
was filed for record on the 16
day of Aug. A. D. 1974 at
10 o'clock A. M. and recorded in
book No. 4 of Legal page 11
Elmore Sanderson
Register of Deeds.

Deputy.

William J. Kott

Owner

by
Locator

STATE OF SOUTH DAKOTA
County of Brule } ss.

On this 7th day of August, 1974 before me
..... Adeline Young, a Notary Public
(Notary Public or other Official having a seal)
in and for the County and State aforesaid, personally appeared William J Kott
to me personally known to be the person who executed the foregoing instrument and acknowledged that —he executed the same for the purposes therein set forth.

Witness my hand and official seal the day and date above written.

Adeline Young
Name

(SEAL)

Notary Public
Title