

TRACT NO. PRDG-COR-102-106-1-(E) B
CONTRACT NO. 00-LA-60-I 3510 B



STATE OF SOUTH DAKOTA } SS.
County of Jones

Filed for record this 29 day of
November 20 01
4:40 o'clock P M. and recorded
in Book 17 Misc page 599-603
Anna Hunt, Dep Register of Deeds
Fee \$18.00

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE
GRANT OF EASEMENT
OGLALA SIOUX RURAL WATER SUPPLY SYSTEM

This Grant of Easement, made this 19th day of May, 2000, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), October 14, 1940 (34 Stat. 1119), December 22, 1944 (58 Stat. 887), October 24, 1988 (102 Stat. 2566), as amended or supplemented, and other relevant federal statutes, is between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as the GRANTEE, represented by the officer executing this contract, and Mann Family Limited Partnership hereinafter referred to as the GRANTOR.

In CONSIDERATION of the sum of One Dollar, receipt of which is hereby acknowledged, and the mutual covenants and agreements set forth herein, the GRANTOR hereby grants unto the GRANTEE, its assigns, authorized agents, and contractors, a perpetual design, construction, operation, maintenance and replacement Easement for an underground water pipeline and distribution system and any necessary surface appurtenances on, over, under, or across all that real property situated in the County of Jones, State of South Dakota, and described as follows:

That Part of the West Half of Section Thirty Six lying South of U.S. Highway 16 and North of Interstate 90 in Township One South, Range Twenty Nine East of the Black Hills Meridian in Jones County, South Dakota, less and except of Lot H-1 as shown in 2 of Plats on page 77 and Lot H-1 as shown in Book 3 of Plat on page 147.

**Lots One and Two less and except Lot H-1 of Section Thirty One and Lots Three and Four and the East Half of the Southwest Quarter less and except Lot H-1 of Section Thirty in Township One South, Range Thirty East of the Black Hills Meridian and That part of the Northeast Quarter Lying south of Highway 16, less and except Lot H-1 of Section Thirty Six in Township One South, Range Twenty Nine East of the Black Hills Meridian
All in Jones County, South Dakota.**

Following construction, the easement Premises shall consist of a strip of land being 75 feet wide extending 37.5 feet on each side of the pipeline as constructed. Within two (2) years of the date of construction the GRANTEE agrees to provide and the GRANTOR agrees to accept an "as-built description" of said underground or buried water pipeline and distribution system. The GRANTEE shall be responsible for the completion and all associated costs of obtaining a certified engineering survey depicting the exact location of said underground or buried water pipeline and distribution system. The GRANTEE shall record the survey in the appropriate county records referencing this easement by book and page number, and provide the GRANTOR with a copy of the recorded survey as it pertains to GRANTOR'S ownership of the Premises.

1. The purpose of this underground or buried pipeline easement is to provide for the delivery of water to the West River/Lyman-Jones Rural Water Systems, Inc., to the Oglala Sioux Rural Water Supply System, to the Rosebud Sioux Rural Water Supply System and to the Lower Brule Sioux Rural Water Supply System and others in the manner, quantity and of a quality as provided for by Public Law 100-516, as amended. This easement grants to the GRANTEE the perpetual easement and right-of-way to locate, lay out, survey, construct, use, inspect, operate, maintain, repair, patrol, replace and/or remove an underground or buried pipeline for a municipal, rural, and industrial water distribution system and any necessary surface appurtenances including, but not limited to, surface vents, vacuum blowoff vents or reliefs, hydrants or valves and manholes on, over, under, or across the Premises described above.



2. The grant of easement herein contained is subject to existing rights-of-way of any nature recorded in the Jones County records.

3. The GRANTOR, his successors or assigns, shall have the right to cultivate, use, and occupy said Premises for any purposes which will not, by the determination of the GRANTEE, interfere with the easement rights herein granted or endanger any of its property, but said right of cultivation, use, and occupancy shall not extend to or include the erection of any structure(s), planting of trees on, or the drilling of any wells in, or the removal of material from or placement of material on said Premises without advance written permission from the GRANTEE.

4. GRANTOR grants and guarantees to give the GRANTEE the perpetual right of ingress and egress during the period of design and construction and at any such time thereafter as may be necessary for the inspection, operation, maintenance, or replacement of the above-mentioned water pipeline and distribution system.

5. As part of the consideration for the Grant of Easement, and pursuant to Section 807(b) of the Mni Wiconi Act Amendments of 1994, (108 Stat. 4542) the GRANTEE agrees to provide for the treatment and delivery of water to the West River/Lyman Jones Rural Water Systems, Inc., without charge or cost, from the Missouri River and through common facilities of the Oglala Sioux Rural Water Supply System. Said water will be provided in a manner, quantity, and of a quality as provided for by Public Law 100-516, as amended, and shall be in accordance with any water service agreements entered into between West River/Lyman-Jones Rural Water Systems, Inc. and the Bureau of Reclamation as representative of the Secretary of the Interior for the payment of an operation and maintenance fee as required by law. The GRANTOR hereby releases the GRANTEE, its successors and assigns of all obligations to have an appraisal prepared to determine the amount of just compensation for the easement rights herein granted.

6. The GRANTEE, its successor and assigns, further agree:

a. To reclaim the Premises and improvements disturbed by the design, construction, operation, maintenance, and replacement of the above mentioned water pipeline and distribution system and restore the land and any improvements as near as reasonably possible to the condition it was prior to the disturbance. Improvements include, but may not necessarily be limited to fences, roads, structures, and curbs. The Grantee agrees that in locating and installing its pipeline and facilities it will endeavor to route the line along side of roadways, streets, ditches, fences, hedgerows, etc., so as to cause the least interference to the Grantor and his use of said land(s); and that if, in the design, construction, operation, maintenance or replacement of said pipeline, and facilities, any injury is necessarily done to the appurtenances, it will repair or replace the same and/or will pay the Grantor for such injury.

b. To exercise due care and diligence in the exercise of the rights and privileges herein granted to it.

c. To provide for the delivery of water to West River/Lyman Jones Rural Water Systems, Inc. in the manner, quantity, and of a quality as provided for by Public Law 100-516 as amended, and any agreements entered into between the West River/Lyman Jones Rural Water Systems, Inc., and the Bureau of Reclamation representing the Secretary of the Interior, pursuant to said Act or agreements.

7. This easement and provisions hereof shall constitute covenants running with the land for the benefits of the parties, their successors, and assigns forever. Title to the Oglala Sioux Rural Water Supply System shall be held by the United States in trust for the Oglala Sioux Tribe and shall not be transferred or encumbered without a subsequent Act of Congress. By acceptance of this grant of easement, the GRANTEE does not intend to diminish any claim that the easement area is "Indian Country." By this grant of easement, the GRANTOR does not intend to make or recognize the easement as "Indian Country."

8. It is a condition precedent to the transfer of the easement that the easement rights to the Premises described herein shall be vested in the GRANTEE, and to the matters set out in Article 2 hereof, and to such other defects, interests, or encumbrances as may be acceptable to the GRANTEE.

9. No abandonment by the GRANTEE of said underground water distribution pipeline system and rights-of-way herein granted shall be deemed to have occurred, unless a subsequent Act of Congress declares it to be so,

and provides that the easement herein granted shall end, cease, and determine, in which case title shall revert to the then landowner. Nothing in this section is intended to affect the rights of the Oglala Sioux Tribe to compensation and other protection guaranteed under the Fifth Amendment.

10. The GRANTOR warrants that the GRANTOR has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul this contract. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the GRANTOR for the purpose of securing business with others than the United States.

11. No member of or Delegate to Congress or Resident Commissioner, employee of the Bureau of Reclamation, or employee of any other federal agency, shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or enterprise for its general benefit.

12. Where the operations of the contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder, after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the GRANTOR hereby releases the GRANTEE from all liability due to failure of Congress to make such appropriation.

Special exceptions;

All above ground appurtenances will be located on the West or North property line as appropriate in Sections 30 and 31 in Township one South, Range Thirty East.

Section 36 in Township one South, Range Twenty nine East will be fence with a 3 wire temporary fence so as pasture can be grazed and livestock will be keep out of the construction area. After construction fence will then become the property of the landowner.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date indicated across from their signature.

Dated 4/27/2001

UNITED STATES OF AMERICA

[Signature]
for Area Manager
Dakota Area Office
Bureau of Reclamation
Bismarck, North Dakota 58502

Dated 5-19-2000

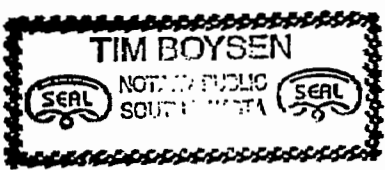
Mann Family Limited Partnership
GRANTOR by *Betty Lou Mann*
Mann Family Limited Partnership
GRANTOR by *Mesley O. Mann*

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)
COUNTY OF James)

On this 19th day of May, in the year 2000, before me, a Notary Public, personally appeared Betty Ann & Wesley A. Menz known to me to be the persons who executed the within instrument, and acknowledged that they executed the same.

(SEAL)



Tim Boyesen
Notary Public for South Dakota
Residing at Reedley, South Dakota
My Commission Expires 12-26-2003

Prepared for Recording By
West River/Lyman Jones Rural
Water System, Inc.
P.O. Box 523
Murdo, S.D. 57559
Phone 1-605-669-2931

My commission expires 12-26-2003:
My commission expires 12-26-2003:

ACKNOWLEDGEMENT

STATE OF NORTH DAKOTA

COUNTY of Burlingame

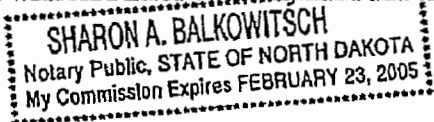
On this 27 day of April in the year 2001, before me, a Notary

Public, personally appeared Greg Hare

known to me to be the person who executed the within instrument, and
acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)



Sharon A. Balkowitsch

Notary Public for State of North Dakota

Residing at Bismarck ND

My Commission Expires 2/23/2005

17

TRACT NO. PRDG-COR-102-106-1-(E) A
CONTRACT NO. 00-LA-60-L3510 A



STATE OF SOUTH DAKOTA } SS.
County of Jones

Filed for record this 29 day of
November 20 01
4:35 o'clock P M. and recorded
in Book 1/Misc page 594-598
Department Reg Register of Deeds
Fee \$18.00

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE
GRANT OF EASEMENT
OGLALA SIOUX RURAL WATER SUPPLY SYSTEM

This Grant of Easement, made this 17th day of May, 2000, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), October 14, 1940 (34 Stat. 1119), December 22, 1944 (58 Stat. 887), October 24, 1988 (102 Stat. 2566), as amended or supplemented, and other relevant federal statutes, is between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as the GRANTEE, represented by the officer executing this contract, and **Dahlke Family Limited Partnership** hereinafter referred to as the GRANTOR.

In CONSIDERATION of the sum of One Dollar, receipt of which is hereby acknowledged, and the mutual covenants and agreements set forth herein, the GRANTOR hereby grants unto the GRANTEE, its assigns, authorized agents, and contractors, a perpetual design, construction, operation, maintenance and replacement Easement for an underground water pipeline and distribution system and any necessary surface appurtenances on, over, under, or across all that real property situated in the County of Jones, State of South Dakota, and described as follows:

That Part of the West Half of Section Thirty Six lying South of U.S. Highway 16 and North of Interstate 90 in Township One South, Range Twenty Nine East of the Black Hills Meridian in Jones County, South Dakota, less and except of Lot H-1 as shown in 2 of Plats on page 77 and Lot H-1 as shown in Book 3 of Plat on page 147.

**Lots One and Two less and except Lot H-1 of Section Thirty One and Lots Three and Four and the East Half of the Southwest Quarter less and except Lot H-1 of Section Thirty in Township One South, Range Thirty East of the Black Hills Meridian and That part of the Northeast Quarter Lying south of Highway 16, less and except Lot H-1 of Section Thirty Six in Township One South, Range Twenty Nine East of the Black Hills Meridian
All in Jones County, South Dakota.**

Following construction, the easement Premises shall consist of a strip of land being 75 feet wide extending 37.5 feet on each side of the pipeline as constructed. Within two (2) years of the date of construction the GRANTEE agrees to provide and the GRANTOR agrees to accept an "as-built description" of said underground or buried water pipeline and distribution system. The GRANTEE shall be responsible for the completion and all associated costs of obtaining a certified engineering survey depicting the exact location of said underground or buried water pipeline and distribution system. The GRANTEE shall record the survey in the appropriate county records referencing this easement by book and page number, and provide the GRANTOR with a copy of the recorded survey as it pertains to GRANTOR'S ownership of the Premises.

1. The purpose of this underground or buried pipeline easement is to provide for the delivery of water to the West River/Lyman-Jones Rural Water Systems, Inc., to the Oglala Sioux Rural Water Supply System, to the Rosebud Sioux Rural Water Supply System and to the Lower Brule Sioux Rural Water Supply System and others in the manner, quantity and of a quality as provided for by Public Law 100-516, as amended. This easement grants to the GRANTEE the perpetual easement and right-of-way to locate, lay out, survey, construct, use, inspect, operate, maintain, repair, patrol, replace and/or remove an underground or buried pipeline for a municipal, rural, and industrial water distribution system and any necessary surface appurtenances including, but not limited to, surface vents, vacuum blowoff vents or reliefs, hydrants or valves and manholes on, over, under, or across the Premises described above.

2. The grant of easement herein contained is subject to existing rights-of-way of any nature recorded in the Jones County records.

3. The GRANTOR, his successors or assigns, shall have the right to cultivate, use, and occupy said Premises for any purposes which will not, by the determination of the GRANTEE, interfere with the easement rights herein granted or endanger any of its property, but said right of cultivation, use, and occupancy shall not extend to or include the erection of any structure(s), planting of trees on, or the drilling of any wells in, or the removal of material from or placement of material on said Premises without advance written permission from the GRANTEE.

4. GRANTOR grants and guarantees to give the GRANTEE the perpetual right of ingress and egress during the period of design and construction and at any such time thereafter as may be necessary for the inspection, operation, maintenance, or replacement of the above-mentioned water pipeline and distribution system.

5. As part of the consideration for the Grant of Easement, and pursuant to Section 807(b) of the Mni Wiconi Act Amendments of 1994, (108 Stat. 4542) the GRANTEE agrees to provide for the treatment and delivery of water to the West River/Lyman Jones Rural Water Systems, Inc., without charge or cost, from the Missouri River and through common facilities of the Oglala Sioux Rural Water Supply System. Said water will be provided in a manner, quantity, and of a quality as provided for by Public Law 100-516, as amended, and shall be in accordance with any water service agreements entered into between West River/Lyman-Jones Rural Water Systems, Inc. and the Bureau of Reclamation as representative of the Secretary of the Interior for the payment of an operation and maintenance fee as required by law. The GRANTOR hereby releases the GRANTEE, its successors and assigns of all obligations to have an appraisal prepared to determine the amount of just compensation for the easement rights herein granted.

6. The GRANTEE, its successor and assigns, further agree:

a. To reclaim the Premises and improvements disturbed by the design, construction, operation, maintenance, and replacement of the above mentioned water pipeline and distribution system and restore the land and any improvements as near as reasonably possible to the condition it was prior to the disturbance. Improvements include, but may not necessarily be limited to fences, roads, structures, and curbs. The Grantee agrees that in locating and installing its pipeline and facilities it will endeavor to route the line along side of roadways, streets, ditches, fences, hedgerows, etc., so as to cause the least interference to the Grantor and his use of said land(s); and that if, in the design, construction, operation, maintenance or replacement of said pipeline, and facilities, any injury is necessarily done to the appurtenances, it will repair or replace the same and/or will pay the Grantor for such injury.

b. To exercise due care and diligence in the exercise of the rights and privileges herein granted to it.

c. To provide for the delivery of water to West River/Lyman Jones Rural Water Systems, Inc. in the manner, quantity, and of a quality as provided for by Public Law 100-516 as amended, and any agreements entered into between the West River/Lyman Jones Rural Water Systems, Inc., and the Bureau of Reclamation representing the Secretary of the Interior, pursuant to said Act or agreements.

7. This easement and provisions hereof shall constitute covenants running with the land for the benefits of the parties, their successors, and assigns forever. Title to the Oglala Sioux Rural Water Supply System shall be held by the United States in trust for the Oglala Sioux Tribe and shall not be transferred or encumbered without a subsequent Act of Congress. By acceptance of this grant of easement, the GRANTEE does not intend to diminish any claim that the easement area is "Indian Country." By this grant of easement, the GRANTOR does not intend to make or recognize the easement as "Indian Country."

8. It is a condition precedent to the transfer of the easement that the easement rights to the Premises described herein shall be vested in the GRANTEE, and to the matters set out in Article 2 hereof, and to such other defects, interests, or encumbrances as may be acceptable to the GRANTEE.

9. No abandonment by the GRANTEE of said underground water distribution pipeline system and rights-of-way herein granted shall be deemed to have occurred, unless a subsequent Act of Congress declares it to be so,

and provides that the easement herein granted shall end, cease, and determine, in which case title shall revert to the then landowner. Nothing in this section is intended to affect the rights of the Oglala Sioux Tribe to compensation and other protection guaranteed under the Fifth Amendment.

10. The GRANTOR warrants that the GRANTOR has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul this contract. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the GRANTOR for the purpose of securing business with others than the United States.

11. No member of or Delegate to Congress or Resident Commissioner, employee of the Bureau of Reclamation, or employee of any other federal agency, shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or enterprise for its general benefit.

12. Where the operations of the contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder, after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the GRANTOR hereby releases the GRANTEE from all liability due to failure of Congress to make such appropriation.

Special exceptions;

All above ground appurtenances will be located on the West or North property line as appropriate in Sections 30 and 31 in Township one South, Range Thirty East.

Section 36 in Township one South, Range Twenty nine East will be fence with a 3 wire temporary fence so as pasture can be grazed and livestock will be keep out of the construction area. After construction fence will then become the property of the landowner.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date indicated across from their signature.

Dated 4/27/01

UNITED STATES OF AMERICA

[Signature]
for Area Manager
Dakota Area Office
Bureau of Reclamation
Bismarck, North Dakota 58502

Dated 5-19-2000

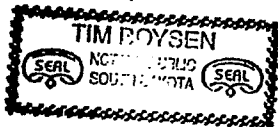
Dahlke Family Limited Partnership
GRANTOR
Earl D. Dahlke
GRANTOR

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)
COUNTY OF Jones)

On this 19th day of May, in the year 2000, before me, a Notary Public, personally appeared Earl D. DeHalle, known to me to be the person who executed the within instrument, and acknowledged that he executed the same.

(SEAL)



Tim Boyesen
Notary Public for South Dakota
Residing at Lead, South Dakota
My Commission Expires

My commission expires 12-26-2003.

Prepared for Recording By
West River/Lyman Jones Rural
Water System, Inc.
P.O. Box 523
Murdo, S.D. 57559
Phone 1-605-669-2931

598

ACKNOWLEDGEMENT

STATE OF NORTH DAKOTA

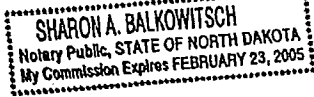
COUNTY of Burleigh

On this 27 day of April, in the year 2001, before me, a Notary Public, personally appeared Greg Aese

known to me to be the person who executed the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)



Sharon A. Balkowitsch
Notary Public for State of North Dakota
Residing at Bismarck, North Dakota
My Commission Expires 2/23/2005