

No. 0451-1

Office of State Engineer
DOCUMENT FILE

Name: Haverport, J. J.

Transferred to: Virgin
Water Works

Priority Date: Feb. 27, 1892

Transfer Date: March 1, 1892

Location: Silver or
Virgin Creek

County of Meade

Sold to: Ephraim W. Carpenter
Nov. 10, 1900

P. Elizabeth Carpenter (deceased)
Annie L. Carpenter (Ephraim W.
Matthew B. Carpenter) Carpenter
sell property back to
J. J. Haverport and Virgin
Water Works.

Nov. 1, 1900

LOCATION NOTICE.

Water Right.

Know all Men by these Presents, That the undersigned Joseph J. Davenport hereby locates and appropriates the water of certain Springs and all their water and overflow running in a small Channel for a short distance and then disappearing but said Channel and flow being sometimes called Silver Creek or Warren Creek the point of flow where said water is to be diverted or taken out is where said overflow crosses the South line of Section twenty eight in Township five (5) North of Range five (5) East B. H. M., in Meade County, South Dakota, and carried thence in a general Northerly direction by ditch, flume and pipe with right to use along the way and establish reservoir if necessary therefor to Sturgis City and to Fort Meade in said County and State the place of intended use. The number of inches of water claimed and appropriated is Fifty (50) miners inches. The purpose of the appropriation is for mining, milling, manufacturing and domestic uses.

Dated of appropriation February 29th, 1892. Date of posting at the head of ditch February 29th, 1892. Date of certificate February 29th, 1892.

Henry E. Perkins.
H. L. Contor.
P. E. Sarken.

Joseph J. Davenport.

Filed for Record Feb. 29, 1892 at 4 P. M., and recorded in Book 6 on Page 202 of the Records of Meade County, S. D.

STATE OF SOUTH DAKOTA, COUNTY OF MEADE, SS.

Office of Register of Deeds.

I hereby certify that the above and foregoing is a full, true, correct and complete transcript of the original record in this office.

Dated this 31st day of July, A. D., 1906.

Frank Smith
Register of Deeds.

AMENDED LOCATION CERTIFICATE WATER RIGHT.

Know all men by these presents, that the undersigned, The Sturgis Water Company a corporation created under the laws of South Dakota, by way of an amended location, not waiving any rights acquired by Original location of J. J. Davenport, made February 29th, 1892, and conveyance from him, hereby declares that it has located and appropriated the waters of certain Springs and all their water and overflow running in a small channel for a short distance and then disappearing but said channel and flow being sometimes called Silver Creek or Warren Creek.

The point or place where said water is diverted or taken out is where said overflow crosses the South line of Section twenty eight (28) in Township Five (5) North of Range Five (5) east B. H. M. in Meade County, South Dakota; and said Water is carried thence by ditch, flume and pipe in a general Northerly direction (with right to use along the way and establish reservoirs if necessary therefor) to Sturgis City and to Fort Meade in said Meade County, South Dakota, the places of present use and contemplated use at the time of the original location. The number of inches of water claimed and appropriated is fifty miner's inches. The purpose of the appropriation is for mining, milling, agricultural, manufacturing and domestic uses, and the sale and delivery to others along the route and in Sturgis City and Fort Meade for such uses and purposes, and also for extinguishment of fires. This amended location certificate is made to state more fully the purposes of appropriation and of intended and actual use but without waiving any of the rights acquired as aforesaid under Location of J. J. Davenport and exercised and enjoyed since February 29th, 1892.

Date of Original appropriation, February 29th, 1892.

Date of Original Certificate, February 29th, 1892.

Date of Original posting at the head of Ditch, February 29th, 1892.

Date of this relocation Certificate and posting thereof, April 26th, 1895.

Witness
D. Jarvis.
Henry Syverson.
Theo. Haas.

The Sturgis Water Company,
By J. J. Davenport, President.

Recorded Apl. 26, 1895 at 3-30 P. M., in Book C on Page 549
of the Records of Meade County, S. D.

STATE OF SOUTH DAKOTA, COUNTY OF MEADE, SS.
Office of Register of Deeds.

I hereby certify that the above and foregoing is a full, true,
correct and complete transcript of the original record in this office.
Dated this 22nd day of May, A. D., 1895.

Frank Smith
Register of Deeds.

QUIT CLAIM DEED.

KNOW ALL MEN BY THESE PRESENTS:

That, I, Joseph J. Davenport of the County of Deade in the State of South Dakota, party of the first part, in consideration of the sum of Five thousand dollars in hand paid by The Sturgis Water Company a corporation created under the laws of South Dakota, party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, remise, release and quit-claim unto the said party of the second part its successors and assigns forever all my estate, right, title, interest, claim, property and demand of, in and to the following real property, situated in the County of Deade, State of South Dakota, and described as follows:

The waters of certain Springs and all their water and overflow running in a Small Channel for a short distance and then disappearing but said channel and flow being sometime called Silver Creek or Warren Creek the water thereof being diverted at a point or place where said overflow crosses the South line of Section Twenty Eight (28) in township five (5) North of range five (5) East B. H. M. and to be carried thence in a general Northerly direction, by ditch flume and pipe with right to use along the way and establish reservoirs if necessary therefor to Sturgis City and Fort Deade in said County and State the place of intended use. Said water and overflow consisting of Fifty niners inches, as located by me February 29, 1892, on land belonging to me and location notice posted and certificate filed for record that day.

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances therunto in anywise appertaining, and the right to erect such dams dikes ditches etc on the west half and the north half of the north east quarter of Sec 33, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec 34, and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec 38 all in Tp. 5 North of R. 5 East B. H. M. and use such other means as may be useful or necessary in collecting, carrying and appropriating the waters of all springs overflows & discharges of water of any kind found thereon and using the same with the water and water right herein conveyed.

WITNESS my hand and seal, this 1st day of March, A. D. 1892.

Signed, Sealed and Delivered
in Presence of

Joseph J. Davenport (Seal)

Max Hochm.

H. L. Conter.

State of South Dakota, County of Deade, SS.

BE IT REMEMBERED, That on this first day of March in the year One Thousand Eight Hundred and Ninety two before me Max Hochm, a Notary Public within and for said County and State, personally appeared Joseph J. Davenport, well known to me to be the person who is described in and who executed the within and foregoing instrument, and severally duly acknowledged to me that he executed the same freely.

(Seal)

Max Hochm,

Notary Public.

Recorded March 2nd, 1892 at 3:54 o'clock P. M., in Book 8 on Page 69 of the Records of Deade County, S. D.

STATE OF SOUTH DAKOTA, COUNTY OF DEADE, SS.

Office of Register of Deeds.

I hereby certify that the above and foregoing is a full, true, correct and complete transcript of the original record in this office.
Dated this 30th day of May, A. D., 1893.

Frank J. Smith
Register of Deeds

WARRANTY DEED.

This Indenture, made this 10th day of November, A. D., 1904, by and between Joseph J. Davenport and Sara E. Davenport, his wife, of the County of Meade and State of South Dakota, parties of the first part, and the Sturgis Water Works Company, a corporation duly organized and existing under the laws of the State of South Dakota, party of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Hundred and Sixty Thousand (\$160,000) Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, all and singular the following described premises and real and personal property, rights, powers, privileges and franchises, situate and being in the County of Meade and State of South Dakota, to-wit:

All rights, powers, privileges and franchises at any time granted to or conferred upon the Sturgis Water Company, a corporation duly organized and existing under the laws of the State of South Dakota, or at any time acquired by it; also all the rights, powers, privileges, liberties and franchises at any time granted to or conferred upon said Sturgis Water Company by the town and corporate authority of the City of Sturgis in said Meade County; also all and singular the springs, water, water-rights, claims, locations, lands, rights of way, property, dams, ditches, aqueducts, pipes, hydrants, machinery, outfits, rights, liberties, privileges and franchises of whatever kind and character formerly held and owned by the said Sturgis Water Company and now held and owned by the said parties of the first part in said Meade County and State of South Dakota, and all that were in any manner acquired by it or by said parties of the first part, and all the income and profits of the said water-plant and property, including any and all contracts and rentals of said water-plant, and all receipts and revenues derived or to be derived by the said parties of the first part from said water-plant from and after the date hereof, together with all the hereditaments and appurtenances thereunto belonging or in any manner appertaining;-- the said premises and property now owned by the said parties of the first part being further in part described as follows:

The waters of certain springs and all their water and overflow running in a small channel for a short distance and then disappearing, but said channel and flow being sometimes called Silver Creek or Warren Creek, the water thereof being diverted at a point or place where said overflow crosses the south line of section twenty-eight, in township five north of range five east of the Black Hills Meridian, and to be carried thence in a generally northerly direction by ditch, flume or pipe, with right to use along the way, and establish reservoirs, if necessary therefor, to Sturgis City and Fort Meade in said County and State, the place of intended use; said water and overflow consisting of fifty-nine and a half inches as located by Joseph J. Davenport, and location notice posted and certificate filed that day; and the right to erect such dams, dikes, ditches, etc., on the west half and on the north half of the northeast quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-four, and the southwest quarter of the southeast quarter of section twenty-eight, in said township five north of range five east of the Black Hills Meridian; and use of such other means as may be useful and necessary in collecting, carrying and appropriating the waters of all springs, overflows, and discharges of water of any kind found thereon, and using the same with the water and water-rights herein conveyed, which property is described in a certain deed from Joseph J. Davenport to said Sturgis Water Company, recorded in book 8 of the records of said Meade County, on Page 69; Also the southwest quarter of the southeast quarter of Section twenty-eight (28), and the north half of the northeast quarter of Section

Thirty-three (33), and the northwest quarter of the northwest quarter of Section Thirty-four (34), and the northwest quarter of Section Thirty-three (33), and the southwest quarter of Section Thirty-three (33), all in Township Five (5) North of Range Five (5) East of the Black Hills Meridian, containing four hundred and eighty acres of land, more or less, according to the Government survey;

Also the following described tract of land; Commencing at the northeast corner of section twenty-one, in township five north of range five east of the Black Hills Meridian; thence running south on section line dividing sections twenty-one and twenty-two in said township, thence running due west 433 feet; thence running north 693 feet to section line dividing sections twenty-one and sixteen in said township, thence running east on section line to point of beginning;

Also the right of way upon which the said Sturgis Water Company constructed its pipe lines from its dams to the town of Sturgis across the east half of the northeast quarter of section twenty-one, in township five north of range five east of the Black Hills Meridian;

Also the right of way of the said parties of the first part for their pipe line, across the east half of the northwest quarter, and the north half of the northwest quarter, of section twenty-two in said township five;

Also the right of way of the said parties of the first part across the northwest quarter of section thirty-three in said township five;

Also the right of way of the said parties of the first part across the southwest quarter of section thirty-three in said township five;

Also the right of way of the said parties of the first part across the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northeast quarter of section thirty-three, the northwest quarter of the northwest quarter of section thirty-four, the northwest quarter of section thirty-three and the southwest quarter of section thirty-three, all in said township five;

Also the right of way of the said parties of the first part across the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northeast quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-five, all in said township five;

Also the right of way of the said parties of the first part across the south half of the northwest quarter of section twenty-seven, and the northwest quarter of the southwest quarter of section twenty-seven, and the northeast quarter of the southeast quarter of section twenty-eight, all in said township five;

Also the right of way of the said parties of the first part across the southeast quarter of the southeast quarter of section twenty-one, the north half of the northeast quarter, and the northeast quarter of the northwest quarter, of section twenty-eight in said township five;

Also the three certain dams constructed by the said Sturgis Water Company and now owned by the said parties of the first part, together with the right of way for the pipes and flow of water, and water-rights, situate upon the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northwest quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-four, in said township five; and the northwest quarter of section thirty-three in said township five; and the southwest quarter of section thirty-three, in said township five;

Also the right of way of the said parties of the first part extending from the easterly line of said tract to the westerly boundary line of the town of Sturgis;

Also the right of way of the said parties of the first part from the boundary line of the town of Sturgis to the Fort Meade Military Reservation;

Also all the rights, privileges, liberties and franchises of the said parties of the first part under and by virtue of Ordinance No.

37 of the City of Sturgis, South Dakota, which ordinance was passed January 11, A. D., 1892, and approved January 12, A. D., 1892, and duly published in the Sturgis Advertiser on January 14, A. D., 1892, which ordinance granted to Joseph J. Davenport, his associates, successors and assigns, the right to construct, operate and maintain a system of waterworks in the City of Sturgis and vicinity, in the County of Meade and State of South Dakota, and contracting with the said Joseph J. Davenport, his associates, successors and assigns, for the furnishing of water to said city, and to the inhabitants thereof, and defining their rights, privileges and powers;

Also all pipes, hydrants and improvements of every kind and character constituting the plant of the said parties of the first part, extending from the dams which are above described, through the City of Sturgis, and on to the Fort Meade Military Reservation;

Also all contracts and rentals of said water-plant, and all receipts and revenues derived or to be derived by said parties of the first part from the said water-plant from and after the date hereof, together with all the personal property of every kind and character now held by the said parties of the first part, and used in connection with said water-plant, and all the appurtenances and hereditaments and improvements thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD all and singular the premises and real and personal property and rights, powers, privileges and franchises above mentioned and described and hereby conveyed, unto the said party of the second part, its successors and assigns forever;

And the said parties of the first part for themselves and their heirs, executors and administrators, do covenant and agree to and with the said party of the second part, its successors and assigns, that they are well seized in fee of the real and personal property and franchises aforesaid, and have good right and lawful authority to sell and convey the same in manner and form aforesaid, and that the same are free from all encumbrances whatsoever;

And further that the said parties of the first part for themselves and their heirs, and all and every other person lawfully claiming or to claim, by, from or under them, shall and will from time to time, and at all times hereafter, make and execute, or cause and procure to be made and executed, all such further deed or deeds whatsoever, for the further and more perfect assurance and confirmation of the said premises and real and personal property hereby granted, with the appurtenances, unto the said party of the second part, its successors and assigns, as by it or them shall be required; and the above granted premises and real and personal property in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the same, or any part thereof, the said parties of the first part, their heirs, executors and administrators, will warrant and forever defend.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered

In presence of
Harry P. Atwater.

Joseph J. Davenport. (Seal).
Sara E. Davenport. (Seal).

STATE OF SOUTH DAKOTA, SS.
COUNTY OF MEADE,

BE IT REMEMBERED, That on this 10th day of November, in the year A. D., One Thousand Nine Hundred and Four, before me, the undersigned, a notary public within and for said County and State, personally appeared Joseph J. Davenport and Sara E. Davenport, his wife, well known to me to be their persons who are described in and who executed the within and foregoing instrument, and personally acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official

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Office of Registrar of Goods.

Dated this 30th day of July, A. D. 1906.

Frank Smith.
Register of Deeds.

D E E D.

Know all men by these presents that I, Joseph J. Davenport, of the County of Meade and State of South Dakota, for and in consideration of the sum of Fifteen Thousand Dollars, do hereby sell, assign and set over to the Sturgis Water Company a corporation duly created under the laws of the State of South Dakota, its successors and assigns, a certain contract with Sturgis City, South Dakota, made by its Ordinance No. 37, passed January 11, 1892, and approved January 12, 1892, and the provisions and terms thereof accepted by me January 26, 1892, whereby there was granted to me, my associates, successors and assigns, the exclusive privilege of establishing, maintaining and operating a system of water works and mains in the City of Sturgis, and of constructing such stand pipes, pipe lines, open or closed hydrants, reservoirs or conduits as may necessary and sufficient in size and the laying of water mains and pipes and placing fire hydrants in, upon and along any and all streets, alleys and public grounds of said City as the same then extended or may hereafter be extended for and during the period of Twenty years from and after the date of the commencement of the operation of said water works. Together with all the rights, privileges and benefits conferred upon me or agreed to be conferred upon me by said ordinance and contract. To have, hold and enjoy the same to the said party of the second part, The Sturgis Water Company its successors and assigns forever.

In Witness Whereof I have hereunto set my hand this 1st day of March, A. D. 1892.

Joseph J. Davenport.

State of South Dakota,

ss.

County of Meade,

On this 1st day of March, A. D. 1892, before me the undersigned a Notary Public, personally came Joseph J. Davenport well known to me to be the person described in and who executed the foregoing Instrument of assignment and duly acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and Notarial Seal this 1st day of March, 1892.

Max Koehn,

(Seal)

Notary Public.

Recorded March 2nd, 1892 at 3:58 o'clock P. M., in Book 7 on Page 272 of the Records of Meade County, S. D.

JAMES D. LEE, CLERK OF MEADE CO. S. D.

Office of Recorder of Deeds.

I hereby certify that the above and foregoing is a full, true, correct and complete transcript of the original copy on file in this office. Dated this 2nd day of May, A. D. 1892.

Frank Smith
Recorder.

SHERIFF'S CERTIFICATE OF SALE.

State of South Dakota,
County of Meade,

SS.

I, John F. Smith, Sheriff of Meade County and person appointed by the Court to make sale, do hereby certify that by virtue of a judgment and decree of foreclosure and sale rendered in the Eighth Judicial Circuit Court of the State of South Dakota, in and for the County of Meade, on the 10th day of November, A. D. 1900, in favor of Cephas W. Carpenter, Fred H. Stoltze and Elting F. Warner, plaintiffs, and against The Sturgis Water Company, a corporation; Daniel K. Dickinson, trustee; The Claremont National Bank, of Claremont, New Hampshire, a corporation; the Sullivan Savings Institution, a corporation; Henry C. Sanders and Francis C. Faulkner, as assignees of said Sullivan Savings Institution; Chauncey L. Wood and Charles J. Buell, copartners as Wood and Buell; The Bank of Jamaica, a corporation; William Dudley and Lewis T. Michener, copartners as Dudley & Michener; Henry A. Phillips; Henry S. Perrine; James C. Norton; Daniel K. Dickinson, and Meade County Bank, a corporation, defendants, I did on the twenty-fourth day of February, A. D. 1902, at the hour of two o'clock in the afternoon of said day, having first given public notice of the time and place of sale as required by law, offer for sale at public auction at the front door of the Court House in the City of Sturgis in said County of Meade, the following described mortgaged premises and property, situated in the County of Meade and State of South Dakota, to-wit: All rights, powers, privileges and franchises granted to or conferred upon the Sturgis Water Company by the State of South Dakota or which may be hereafter so granted and conferred; also all rights, powers, privileges, liberties and franchises granted to or conferred upon said Sturgis Water Company by the town and corporate authority of the City of Sturgis in Meade County, South Dakota, together with the springs, water, water rights, claims, locations, lands, rights of way, property, dams, ditches, aqueducts, pipes, hydrants, machinery, outfits, rights, liberties, privileges and franchises, of whatever kind and character at the date of said mortgage held and owned by it in said County and State, and all that may thereafter in any manner be acquired by it, and added to or upon or mingled with its present property, and all its income and profits, including any and all contracts, rentals, receipts and revenue derived by said Sturgis Water Company from any and every source whatsoever, the said mortgaged premises and property owned by said Sturgis Water Company in said County of Meade, at the time of the execution of said Mortgage or trust deed described in said Judgment, or which it afterwards acquired, being further, in part, described as follows: The waters of certain springs and all their overflow running in a small channel for a short distance and then disappearing, but said channel and flow being sometimes called Silver Creek or Warren Creek, the waters thereof being diverted at a point or place where said overflow crosses the South line of Section twenty eight in township five north of Range five East of the Black Hills Meridian, and to be carried thence in a generally Northerly direction by ditch, flume and pipe, with right to use along the way and establish reservoirs, if necessary thereof, to Sturgis City and Fort Meade in said County and State, the place of intended use. Said water and overflow consisting of fifty miner's inches as located by Joseph J. Davenport, and location Notice posted and Certificate filed that day, and the right to erect such dams, dykes, ditches, etc., on the West half and on the North half of the North East quarter of Section thirty three, and the North-west quarter of the North West quarter of Section thirty four, and the South West quarter of the South East quarter of Section twenty eight, in said Township five, North of Range five East R. H. M., and use of such other means as may be useful or necessary in collecting, carrying and appropriating the waters of all springs, overflows and discharges of water of any kind found thereon, and using the same with the water and water-rights herein conveyed, which property is described in a certain deed from Joseph J. Davenport to the Sturgis Water Company in Book 8 of the records of said Meade County, on page 69. Also the following described tract of land: Commencing at the North East corner of Section twenty one

in Township five North of range Five East of the Black Hills Meridian; thence running South on Section line dividing Sections twenty one and twenty two in said township 693 feet; thence running due West 433 feet, thence running due West 433 feet, thence running North 693 feet to Section line dividing Sections twenty one and sixteen in said township, thence running East on section line to point of beginning. Also the right of way upon which the said Sturgis Water Company has constructed its pipe lines from its dams to the town of Sturgis across the East half of the North East quarter of Section twenty-one in township five North of range Five East of the Black Hills Meridian; also the right of way of the said Sturgis Water Company, for its pipe line, across the East half of the North West quarter, and the North half of the South West quarter of Section twenty-two, in said township five; also the right of way of the said Sturgis Water Company across the North West quarter of Section thirty three in said township five; also the right of way of the said Sturgis Water Company across the South West quarter of Section thirty three in said township five; also the right of way of the said Sturgis Water Company across the South West quarter of the South West quarter of Section twenty eight, the North half of the North East quarter of Section thirty three, the North West quarter of the North West quarter of Section thirty four, the North West quarter of Section thirty three, and the South West quarter of Section thirty three. All in said township five. Also the right of way of the said Sturgis Water Company across the South West quarter of the South West quarter of Section twenty eight, the North half of the North East quarter of Section thirty three, and the North West quarter of the North West quarter of Section thirty five, all in said township five. Also the right of way of the Sturgis Water Company across the South half of the North West quarter of Section twenty seven, the North West quarter of the South West quarter of Section twenty seven, and the North East quarter of the South East quarter of Section twenty eight, all in said township five; Also the right of way of the said Sturgis Water Company across the South East quarter of Section twenty one, the North half of the North East quarter, and the North East quarter of the North West quarter of Section twenty eight, in said township five. Also the three certain dams constructed by the said Sturgis Water Company, together with the right of way for the pipes and flow of water, and water-rights situate upon the South West quarter of the South East quarter of Section twenty eight, the North half of the North West quarter of Section thirty three, and the North West quarter of the North West quarter of Section thirty four, in said township five, and the North West quarter of Section thirty three, in said township five, and the South West quarter of Section thirty three in said township five. Also the right of way of the said Sturgis Water Company extending from Easterly line of said tract to the Westerly boundary line of the town of Sturgis; Also the right of way of the said Sturgis Water Company from the boundary line of the town of Sturgis through the Fort Meade Military Reservation. Also all rights, privileges, liberties and franchises of the said Sturgis Water Company under and by virtue of Ordinance No. 37 of the City of Sturgis, South Dakota, which Ordinance was passed January 11th A. D. 1892, and approved Jan. 12th 1892, and duly published in the Sturgis Advertiser of January 14th A. D. 1892, which ordinance granted to Joseph J. Davenport, his associates, successors and assigns, the right to construct, operate and maintain a system of water-works in the City of Sturgis and vicinity, in the County of Meade, State of South Dakota, and contracting with the said Joseph J. Davenport, his associates and assigns for the furnishing of water to said City, and to the inhabitants thereof, and defining their rights, privileges and powers. Also all right of the said Sturgis Water Company in and to a certain Contract entered into on or about the 9th day of May, A. D. 1899, with the government of the United States, or some office thereof duly authorized thereunto, by which said Sturgis Water Company, agreed to furnish to the Government of the United States, at the Fort Meade Military Reservation, water for its use. Also all pipes, hydrants and improvements of every kind and character constituting the plant of the Sturgis Water Company, extending from the dams which are above described, through the City of Sturgis, and onto the Fort Meade Military Reservation. Also all sums of money in the hands of the said Sturgis Water Company, or which are now due, or which may become due from

the said City of Sturgis, or from the Government of the United States, or from private individuals, or which constitute any portion of the income or profits of said plant, and all contracts, rentals, receipts and revenues by said Sturgis Water Company from any and every source whatsoever, together with all personal property of every kind and character now in the possession of said Sturgis Water Company.

And I then and there openly and publicly struck off and sold the same to the Plaintiff, Cephus W. Carpenter, for the aggregate sum of forty six thousand, three hundred and nineteen dollars and sixty seven cents (\$46,319.67) in the manner and at the price following, that is to say: said mortgaged premises and property, as commanded and directed by said Judgment and decree were treated as an entirety for the purpose of such sale, and were then and there by me offered for sale in a lump and as one property, without partition or division, with the right of redemption as in case of the sale of real property on execution; and were then and there by me publicly struck off and sold in a lump and as one property, without partition or division, with the right of redemption as in the case of real property on execution, to the said purchaser, Cephus W. Carpenter, for the aggregate sum and price aforesaid, to-wit: forty six thousand, three hundred and nineteen dollars and sixty seven cents, and I further certify that the said purchaser was the highest bidder for said mortgaged premises and property, and ~~that the price for each tract or parcel included therein, and that the price for which they were sold as aforesaid was the highest price bid for the same, and that the whole price so bid was paid to me by the purchaser. And I further certify that the said purchaser will be entitled to a deed of the said premises so sold at the expiration of one year from the date of sale unless the said premises are previously redeemed as provided by law.~~

Given under my hand this 24th day of February, A. D. 1902.

John F. Smith,

Sheriff of Meade Co., S. D.

State of South Dakota,

SS:

County of Meade,

On this fourth (4th) day of March in the year one thousand nine hundred and two (1902) before me, J. F. McClung, a Notary Public within and for said County and State, personally appeared John F. Smith, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

J. F. McClung,

Notary Public.

(Seal).

Recorded March 5th, 1902 at 8 o'clock A. M., in Book 22 on Pages 570, 571, 572, 573, 574 of the records of Meade County, S. D.

State of South Dakota, County of Meade, SS:

Office of Register of Deeds.

I hereby certify that the above and foregoing is a full, true, correct and complete transcript of the original record in this office.

Said instrument consisting of three sheets.

Dated this 1st. day of December, A. D. 1906.

Frank Smith
Register of Deeds.

MORTGAGE.

THIS INDENTURE made and entered into this first day of March in the year One Thousand eight hundred and ninety Two, by and between The Sturgis Water Company, a corporation duly organized and existing under the laws South Dakota, party of the first part, and the Bailey Loan Company, a corporation duly organized and existing under the laws of the same State and John L. Farwell of the County of Sullivan and State of New Hampshire, Trustees, parties of the second part, WITNESSETH as follows. That whereas the stockholders of the Sturgis Water Company at a meeting duly called and held at its office and place of business in the city of Sturgis, Meade County, South Dakota, on the 17th day of February, 1892, unanimously adopted the following resolution

RESOLVED that the Sturgis Water Company, for the purpose of completing payment for its property and providing for the security and payment of all of the Indebtedness of said Company and also for the purpose of providing for betterments and extensions being made and to be made to the works of said Company, hereby authorize and instruct the directors to prepare and execute a Mortgage or Trust Deed upon all the works, property and Franchises of said Company now owned or hereafter to be acquired by it to such corporation or person as said Directors may elect, as Trustee or Trustees to secure the payment of the principal and Interest of the bonds of this company to the amount of, but not to exceed Fifty Thousand dollars (\$50000) said bonds both principal and Interest to be payable in Gold coin of the present standard weight and fineness and to mature at such time or times and to bear such rate of Interest as said directors may elect, said bonds and Mortgage or deed of Trust to bear date March 1st, 1892 and said directors are hereby authorized and instructed to make such provisions in such Mortgage or trust deed as may be necessary in their judgment to fully meet the requirements of any proposed purchasers of said bonds, and said bonds when so issued shall be under the control of said directors and shall be sold by them at their discretion but pursuant to the provisions contained in said Mortgage or Trust deed.

AND WHEREAS, at a meeting of the board of directors of the Sturgis Water Company, held in its offices and place of business in the City of Sturgis, Meade County, South Dakota, as aforesaid held and convened on the same day and immediately after the said Meeting of the said Stockholders, the following resolutions were adopted, viz. resolved

First, that pursuant to the authority and instructions contained in a resolution passed and adopted by the stockholders of this Company, at their meeting held on the 17th day of February, 1892, in and by which resolution the directors of this Company were authorized and instructed to prepare and issue of bonds of this Company to an amount not to exceed fifty Thousand dollars, and to secure the same by trust deed or mortgage upon the works, property and franchises of this Company, bonds of this Company, to be known as first Mortgage seven per cent gold bonds, be at once prepared and issued in accordance with the said resolution.

Second, that to secure the payment of the principal and interest of the said bonds a deed of trust or mortgage which shall be a first lien is hereby directed to be made, executed and delivered to the Bailey Loan Company of Rapid City, Pennington County, South Dakota, and John L. Farwell of Claremont, Sullivan County, New Hampshire, as trustees, upon the springs, water, water rights, claims, locations, lands, rights of way, property, dams, ditches, aqueducts, pipes, hydrants, machinery, outfits, rights, liberties, privileges and franchises now held and owned by it, and hereafter to be acquired in any manner by it, and added to or upon, or mingled with its present property, with all the incomes and Profits thereof.

Third, Thirty Thousand dollars (\$30000) in amount of said bonds, being numbers from one to sixty, both inclusive, shall at once be issued by said trustees upon the written request of the president and secretary of the Sturgis Water Company but the remaining Twenty Thousand dollars (\$20000) in amount of said bonds, being numbers sixty one to one hundred, both inclusive, shall be issued for the sole purpose of paying for extensions

of Mains, pipes, and water facilities and additions and improvements to the plant and property made by the Sturgis Water Company after the execution of these presents, and as may be expedient and necessary, and then only upon the affidavit of the President and Secretary of the Sturgis Water Company, showing the actual or approximate cost of such extensions and improvements and to the effect that such extensions and improvements have been made or are needful or necessary to carry out the plans and purposes of the Company and furnish proper water facilities and that in their judgment and belief the net annual increase of income accruing to the Company by reason of such extensions and improvements will amount to at least sufficient to pay the seven per cent semi annual interest on such additional issue of Bonds not exceeding the Twenty Thousand dollars (\$20000) aforesaid as may be asked or requested which affidavit shall be sufficient authority to the Bailey Loan Company and John L. Farwell, Trustees, for the issue and certification by them of any part of said Twenty Thousand dollars (\$20000) in bonds held by them for extensions and improvements.

Fourth: That the president and secretary of the Sturgis Water Company be, and they are hereby authorized, empowered and directed to cause to be prepared and duly executed by them and delivered to the Bailey Loan Company and John L. Farwell, Trustees, one hundred first mortgage bonds, for the sum of Five hundred dollars (\$500) each, bearing date the first day of March, 1892, and due on the first day of March, 1912, and numbered from one to one hundred, both inclusive, each and all of said bonds to be payable to bearer, and to bear interest at the rate of seven per cent per annum, payable semi annually on the first days of March and September in each year, evidenced by forty Interest Coupons for the sum of Seventeen dollars and fifty cents (\$17.50) each to be attached to and printed with each of said bonds and numbered from one to forty both inclusive the odd numbered of said interest coupons to be due and payable on the first day of September and the even numbers on the first day of March, in each and every year, until the payment of said bonds, and that all of said bonds shall be signed by the President and attested by the Secretary of this Company and the interest coupons thereto attached shall bear the lithographed signature of said Secretary. Said bonds and coupons shall be payable at the office of the Corbin Banking Company in the City of New York, N. Y. Said bonds shall have the Seal of the Sturgis Water Company affixed thereto and shall be of the tenor and form following, to-wit:

No. _____ UNITED STATES OF AMERICA. \$500.00.

State of South Dakota.

THE STURGIS WATER COMPANY.

First Mortgage 7% Gold Bonds.

--:--:--

The Sturgis Water Company, a corporation duly created, organized and existing under the laws of the State of South Dakota, for value received hereby promises to pay to bearer the sum of Five hundred dollars in gold coin of the United States of America of the present standard weight and fineness on the First day of March, 1912, at the office of the Corbin Banking Company in the City of New York, N. Y., together with interest on said sum from the date hereof at the rate of seven per centum per annum, payable semi-annually on the first days of March and September in each year in like gold coin at the office of the Corbin Banking Company in the City of New York, N. Y. on presentation and surrender of the Coupons hereto attached as they severally become due without relief from any stay or exemption laws of the State of South Dakota. This bond is one of a series of one hundred numbered consecutively from one to one hundred, both inclusive, of the value of five hundred dollars each, and all being of like form, tenor and date, secured by deed of trust or mortgage upon the springs, water, water rights, claims, locations, lands, rights of way,

property, dams, ditches, aqueducts, pipes, hydrants, machinery, outfits, rights, liberties, privileges and franchises now held and owned by it, and all that may be hereafter acquired in any manner by it, and added to or upon or mingled with its present property, together with all the incomes and profits thereof, and it is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of said bonds have been properly _____ and performed in regular and due form as required by law.

This bond shall not become valid and obligatory until authenticated by the signatures of the Bailey Loan Company and John L. Farwell, Trustees, to the certificate endorsed upon the back hereof.

In Testimony Whereof the said The Sturgis Water Company has caused this bond to be sealed with its corporate Seal, signed by its President, attested by its Secretary, and the interest coupons hereto attached to be executed with the lithographed signature of its Secretary at the City of Sturgis in Meade County, State of South Dakota, this first day of March, A. D. 1892.

Attest:

Secretary.

President.

Subjoined to each of said bonds shall be interest coupons duly authenticated by the lithographed signature of the Secretary of the said The Sturgis Water Company and payable to bearer, for the respective sums of interest to become due and therein mentioned. Each of said bonds shall have endorsed upon it the following certificate of the Trustees

TRUSTEES CERTIFICATE.

This is to certify that this is one of a series of bonds numbered from one to one hundred, both inclusive, issued in conformity with and under the provisions of the trust deed or mortgage within mentioned.

The Bailey Loan Company.) Trustees.
John L. Farwell.)

Provided however, that none of said bonds numbered sixty one to one hundred, inclusive, shall be issued by said Trustees or certified by them until the filing of satisfactory evidence in writing and request for such certification and issue by the party of the first part in the manner hereinbefore set forth and that in case of issue all overdue coupons shall first be clipped from each of such bonds and returned to the first party.

Now, Therefore, for and in consideration of the premises and of the sum of one dollar cash in hand paid by the said first party by the said second parties before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and in order to secure the payment of said bonds and coupons according to their tenor, the said first party has granted, bargained and sold, and does by these presents grant, bargain, sell, mortgage and warrant to the said second parties, as Trustees, and their successors, all rights, powers, privileges and franchises granted to or conferred upon the said first party by the State of South Dakota, or which may be hereafter so granted and conferred, also all rights, powers, privileges, liberties and franchises granted to or conferred upon said first party by the town and corporate authority of the City of Sturgis in Meade County, South Dakota, together with the springs, water, water rights, claims, locations, lands, rights of way, property, dams, ditches, aqueducts, pipes, hydrants, machinery, outfits, rights, liberties, privileges and franchises of whatever kind or character now held and owned by it in said County and State, and all that may hereafter in any manner be acquired by it, and added to or upon or mingled with its present property and all its income and profits, including any and all contracts, rentals, receipts and revenues derived by said first party from any and every source whatsoever.

To have and to hold the same, to the said second parties and their successors, forever. In Trust, nevertheless upon the following conditions and for the following uses and purposes to-wit:

First: So long as no default shall be made in the payment of the principal or the Interest of the said bonds, according to their tenor and effect, and so long as the conditions of this deed shall be performed, the said first party its successors or assigns shall be permitted to retain the possession and control of the said mortgaged property and of its income and profits except as hereinafter provided, but the said first party agrees to pay all taxes, assessments and levies which shall, from time to time, be legally imposed, assessed or levied upon the property and franchises hereby conveyed and attempted to be conveyed the lien whereof might be held superior to the lien of these presents so that the priority of these presents shall, at all times, be duly maintained and preserved, and to take care of and preserve the said property, and to do, on demand of said second parties, or their successors, all acts necessary or proper to keep valid the lien hereby created and intended to be created, and at any future time, and as often as it may be necessary, to execute on demand of the said second parties or their successors all such other assurances, deeds, mortgages and other instruments of writing, in due form and effect, as may be proper to the better carrying out of the true intent and meaning of these presents and especially, and at its own cost, to do all things that may reasonably be required by the said second parties or their successors to keep valid the lien hereby intended to be created upon any property hereafter acquired.

SECOND: Thirty Thousand dollars (\$30000) in amount of said bonds being numbers from one to sixty, both inclusive, shall at once be issued by said Trustees, upon the written request of the president and secretary of the Sturgis Water Company, but the remaining Twenty Thousand dollars (\$20000) in amount of said bonds being numbers sixty one to one hundred, both inclusive, shall be issued for the sole purpose of paying for extensions of mains, pipes, and water facilities and additions and improvements to the plant and property made by the Sturgis Water Company after the execution of these presents and as may be expedient and necessary, and then only upon the affidavit of the president and secretary of the Sturgis Water Company, showing the actual or approximate cost of such extensions and improvements, and to the effect that such extensions and improvements have been made, or are needful or necessary to carry out the plans and purposes of the Company, and furnish proper water facilities and that in their judgment and belief the net annual increase in income accruing to the Company by reason of such extensions and improvements will amount to at least sufficient to pay the seven per cent annual interest on such additional issue of bonds, not exceeding Twenty Thousand dollars (\$20000) aforesaid, as may be asked or requested which affidavit shall be sufficient authority to parties of the second part, Trustees, for the issue and certification by them of any part of said Twenty Thousand Dollars (\$20000) in bonds held by them for extensions and improvements.

THIRD: In the event that the said first party shall fail to pay said taxes or any part thereof for the space of ninety days after the same shall have become due and payable, or shall, for six months, fail to pay the semi annual interest as and when the same may become due on the said bonds, or any part of them after presentation of and demand for the payment of the coupons evidencing such interest or any of them, then and in that event the whole of the principal of all the outstanding bonds hereby secured shall at the option of the holders of one-tenth in amount of said bonds then outstanding become due and payable and the lien hereby created may be enforced for the whole debt, and in such event or in the event that the first party shall fail to pay the principal of said bonds or any part thereof, for the space of ninety days after the same shall have become due and payable either according to the terms thereof or by default as herein provided the said second parties or their successors shall on the written request of the holders of one-tenth in amount of said bonds then outstanding take possession of the property and franchises herein mortgaged or covenanted so to be and by themselves or agents or by a receiver

5.

of a court appointed in a suit for the enforcement of this lien or a suit for such possession hold, use and operate the same for the equal benefit of the holders of all of the said bonds, and receive the income and profits therefrom or the said second parties or their successors may in such case by the judgment of a court having jurisdiction have all the mortgaged property and franchises sold and conveyed and at any sale ~~of~~ of any of the said mortgaged property and franchises made under or by virtue of these presents the said second parties may, at the written request of a majority in interest of the holders of the then outstanding bonds, bid in and purchase in person or by attorney the said mortgaged property in behalf of the holders of the then outstanding bonds herein and hereby secured, what may be ~~received~~ received by the said second parties or their successors or by the receiver from the income and profits and the proceeds of sale shall be applied as follows

1st. to the expenses incurred in and about the proceedings including reasonable attorney fees incurred in the execution of this trust, the preservation and operating of said property, the reasonable compensation of said trustees or their successors, all tax assessments and levies on said property, all damages to which the said second parties or their successors may become liable by reason of the management of said property, and any other proper charge or expense not caused by the gross negligence or willful misconduct of the said second parties or their successors.

2nd. To the payment of the outstanding bonds and the interest thereon herein and hereby secured, ratably and without discrimination or preference.

3rd: Any surplus shall be returned to said first party.

Fourth: If the said first party shall at any time before a sale of the mortgaged property under a foreclosure for default in the payment of interest or taxes, pay all the interest then due on said bonds and all expenses, compensations, taxes, assessments, levies and damages, then and in that case the said bonds shall not be regarded as due, and there shall be no sale of the said property for past failures.

Fifth: In the event of the refusal, failure, neglect, insolvency, or other incapacity of either of the trustees herein named to accept or execute this trust, then upon his or its filing in the office of the register of deeds of Meade County a proper instrument of renunciation or in case of death or disincorporation or other disqualification proper evidence thereof, the remaining or surviving trustee shall be authorized to act alone and conclude this trust and in the event of his or its failure, neglect, insolvency or other incapacity to continue this trust, and that fact coming to the knowledge of the holders of any bonds secured hereby then the holder or holders of a majority in amount of said bonds then outstanding, shall select another or other trustee, to act in their or his or its place, and, upon its, his or their acceptance in writing of the said trust, shall deliver to the president of the said first party said appointment and acceptance which shall also be recorded in the office of the Register of Deeds of Meade County, South Dakota, whereupon the person or persons or corporation so selected and accepting shall be thereby substituted for the originally named trustee or trustees, the second parties hereto.

Sixth: And if the said first party shall well and truly pay or cause to be paid the interest on said bonds and each of them, as the several installments of the said interest shall become due, and the principal of said bonds as it shall become due and shall comply with all its other obligations according to the true intent and meaning of these presents, then, and in that event the estate, right, title and interest of the said second parties and their successors in the trust hereby created shall cease

and determine, otherwise the same shall be and remain in full force and virtue.

Seventh: In case at any time it shall be necessary and proper for the said second parties or their successors to make any investigation respecting ~~any~~ facts preparatory to taking or not taking any action or doing or not doing anything under this trust deed as such trustees, the certificate of the said first party under its corporate seal, attested by the signature of its president and the affidavit of one or more of its directors shall be sufficient evidence of such fact to protect the said second parties, or their successors in any action that they may take by reason of the supposed existence of such fact.

Eighth: The first party reserves to itself the power and right and may at any time hereafter with the approval in writing of said trustees, or their successors, sell or exchange any of its property, real or personal, not necessary for its uses or purposes; and full power is conferred upon said trustees or their successors to release and discharge any such property so sold or exchanged from the operation of these presents but any land or property acquired in lieu of any so sold or exchanged shall immediately become subject to the operation of these presents to the same effect as if owned by the first party hereto at the time of the execution hereof, it is however understood and agreed that before any release or discharge is given of any property secured by this mortgage there shall be deposited with the trustees evidence in writing to their satisfaction showing that the property sold or exchanged was no longer needed by the Company, or that the sale or exchange was advantageous for it, and that a fair market price was obtained therefor, or property of equal or greater value acquired in exchange, of good title and free from all incumbrances except this Mortgage to be certified also by a proper abstract of title, and in case of a sale of any property the entire proceeds shall be at once deposited with the second parties, trustees, to be surrendered by them to said first party only upon satisfactory evidence in writing that property of at least equal value and needful and necessary for the use of the Company has been acquired by it and fully paid for and is held by it and in its name free and clear of all liens except the lien of this mortgage, and in case no investment of such kind be made within six months of the receipt of such proceeds by the trustees they are authorized to use the same in the purchase and cancellation of bonds of the first party secured by this Mortgage at the best rates at which the same can be purchased, and to the reduction thereby in such amount of the indebtedness herein secured.

Ninth: Said second parties or their successors shall not be in any way liable for the consequences of any breach on the part of the said first party of the covenants herein contained or for any other act or thing hereunder except ~~if~~ his, its or their own several negligence. It shall be no part of the duty of the parties of the second part to see to the recording of this ~~indenture~~ indenture as a mortgage or conveyance of real estate or to the filing thereof as a chattel mortgage or renewing such mortgage or to do any other act which may be suitable and proper to be done for the continuing of the lien of this indenture, or for giving notice of the existence of such lien, nor shall it be any part of their duty to effect insurance against fire or other damage or any portion of the mortgaged property or to renew any policies of insurance, and said second parties as trustees or otherwise shall be under no obligation to recognize any person or persons, firm or corporation, as holder or holders, owner or owners of ~~any~~ or more of the bonds secured thereby or to do or refrain from doing any act pursuant to the request or demand of any person or persons, firm or corporation professing or claiming to be such holder or owner, until such supposed holder or holders shall produce the said bond or bonds and deposit the same with the said second parties, Trustees, or shall otherwise satisfy said second parties or their successors, that such supposed holder or holders are the actual owner or owners, or the Attorneys-in-fact of the actual owner or owners of said bond or bonds, and that all equitable charges for expenses incurred by, and services due

to said second parties, or their successors, from said actual owner or owners, will be paid on demand, Said second parties or their successors shall be entitled to be reimbursed for all proper outlays of every sort or nature to them made or incurred in discharge of their trust hereunder, and to receive a reasonable and proper compensation for any duties that they may at any time perform in the discharge of the same and all such outlays, fees, commissions, compensations and disbursements shall constitute and continue a lien on the mortgaged property and premises.

In Witness Whereof The Sturgis Water Company said first party has, on this 30th day of April in the year one thousand eight hundred and ninety two caused this deed of trust to be signed with corporate seal and has caused the same to be signed by its President and to be attested by its secretary for and on behalf of the said first party.

Geo. W. Ladd,

Joseph J. Davenport,

Secretary.

(SEAL).

President.

H. L. Conter.

Witnesses.

Max Hoehn.

STATE OF SOUTH DAKOTA, COUNTY OF MEADE, SS:

Be it remembered that on this 30th day of April in the year one thousand eight hundred and ninety two before me Max Hoehn, a Notary Public within and for said County and State, personally appeared Joseph J. Davenport, President, and Geo. W. Ladd, Secretary, well known to me to be respectively the president and secretary of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and official seal at the said County the day and year above written.

Max Hoehn,

(SEAL).

Notary Public.--

Recorded May 9th, 1892 at 4:10 o'clock P. M., in Book 1 of Misc'l Mortgages, on pages 576 to 585, both inclusive, of Meade County records.

STATE OF SOUTH DAKOTA, COUNTY OF MEADE, SS:

Office of Register of Deeds.

I hereby certify that the above and foregoing, consisting of seven sheets, is a true, correct and complete transcript of the original record in this office.

Dated this 1st day of December, A. D. 1906.

Frank Smith
Register of Deeds.

SHERIFF'S DEED.

This indenture made this 28th day of February, in the year of our Lord one thousand nine hundred and three between Jesse Brown, as sheriff of Meade county, the successor in office of John F. Smith, former sheriff of said Meade county, who was appointed in the action hereinafter mentioned, of the county of Meade, and state of South Dakota, party of the first part, and Cephas W. Carpenter, party of the second part;—

Whereas, at the chambers of the circuit court in and for the county of Meade, in the Eighth Judicial Circuit of the state of South Dakota, held in the court house in the city of Deadwood, in said circuit on the 10th day of November, one thousand nine hundred, it was, among other things, ordered, adjudged and decreed by the said court, in a certain action pending in the said court, between Cephas W. Carpenter, Fred H. Stolze and Elting F. Warner, plaintiffs, and the Sturgis Water Company, a corporation; Daniel K. Dickinson, Trustee; The Claremont National Bank, of Claremont, New Hampshire, a corporation; The Sullivan Savings Institution, a corporation; Henry C. Sanders and Francis C. Faulkner, as assignees of said Sullivan Savings Institution; Chauncey L. Wood and Charles J. Buell, co-partners as Wood & Buell; the Bank of Jamaica, a corporation; William Dudley and Lewis T. Mitchener, co-partners as Dudley & Mitchener; Henry A. Phillips; Henry S. Perrine; James C. Horton; Daniel K. Dickinson and Meade County Bank, a corporation, defendants, that all and singular the premises, and real and personal property, and the rights, powers, privileges and franchises described in a mortgage executed by the said Sturgis Water Company, a corporation duly organized and existing under and by virtue of the laws of the state of South Dakota to the Bailey Loan Company, a corporation duly organized and existing under and by virtue of the laws of the state of South Dakota, and John L. Farwell, of the County of Sullivan and state of New Hampshire, trustees, and recorded in the office of the Register of Deeds of said Meade county in Book One of Mortgages, on Pages 576 to 585, and being the same premises and real and personal property, rights, powers, privileges and franchises mentioned in the complaint in said action, and in said judgment described, or so much thereof as might be sufficient to raise the amount due to the plaintiffs for principal, interest and costs in said action, and which said mortgaged premises and real and personal property, rights, powers, privileges and franchises, as commanded and directed by said judgment and decree, were treated as an entirety for the purpose of such sale, and were by me to be offered for sale in a lump and as one property, without partition or division, be sold at public auction at the front door of the court house, in the city of Sturgis, in said County of Meade, where the said mortgaged premises and real and personal property, rights, powers, privileges and franchises are situated, by or under the direction of John F. Smith, the then Sheriff of said Meade county, who was appointed for that purpose in said action, and to whom it was referred by the said order and judgment of the said court, among other things, to make such sale; that the said sale be made upon the like notice and in the same manner as provided by law for the sale of real property upon execution; that the said then Sheriff give public notice of the time and place of such sale, according to the course and practice of said court, by publishing the same once each week for at least thirty days prior to making such sale, in the Sturgis Record, a legal and weekly newspaper printed, published and of general circulation in said county of Meade, and that any of the parties in said action might become a purchaser or purchasers on such sale; that the said then Sheriff execute to the purchaser or purchasers of the said mortgaged premises and property, or such part or parts thereof as shall be sold, a certificate of said sale, and upon the confirmation of the report thereof and the expiration of the time allowed by law for redeeming said premises therefrom, if said premises are not redeemed, that the said then Sheriff, or his successor in office, make to the purchaser or purchasers, a good and sufficient deed or deeds of conveyance of the same;

And Whereas, the said then sheriff, in pursuance of the order and judgment of the said court, did on the 24th day of February, one thousand nine hundred and two, sell at public auction at the front door of the court house in the city of Sturgis, in said Meade County, South Dakota, the premises, and real and personal property, rights, powers, privileges and franchises in the said order and judgment mentioned, due notice of the time and place of such sale being first given, agreeably to the said order and judgment; at which sale the real and personal property, rights, powers, privileges and franchises, hereinafter described, were struck off to the said party of the second part for the sum of forty-six thousand, three hundred, nineteen and 67/100 dollars, that being the highest sum bidden for the same;

And Whereas, the time for the redemption of said premises and real and personal property, rights, powers, privileges and franchises having expired, and no redemption from such sale having been made, and the said party of the second part being the owner and holder of said certificate of sale, and the said sale having been duly confirmed by the order of said court;--

NOW, THIS INDENTURE WITNESSETH, that the said sheriff, the party of the first part to these presents, in order to carry into effect the sale made by the said John F. Smith, as such sheriff as aforesaid, in pursuance of the order and judgment of the said court, and in conformity to the statute in such case made and provided, and also in consideration of the premises, and of the said sum of money so bidden as aforesaid, having been first duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath bargained and sold and by these presents doth grant, bargain, sell and convey to the said party of the second part all and singular the following described premises and real and personal property, rights, powers, privileges and franchises, situate and being in the county of Meade, and state of South Dakota, to-wit:

All rights, powers, privileges and franchises granted to or conferred upon the Sturgis Water Company by the state of South Dakota, or which may be hereafter so granted and conferred; also all rights, powers, privileges, liberties and franchises granted to or conferred upon the said Sturgis Water Company by the town and corporate authority of the city of Sturgis, in Meade county, South Dakota; together with the springs, water, water rights, claims, locations, lands, rights of way, property, dams, ditches, aqueducts, pipes, hydrants, machinery, outfits, rights, liberties, privileges and franchises, of whatever kind and character at the date of said mortgage held and owned by it in said county and state, and all that hereafter may in any manner be acquired by it, and added to or upon or mingled with its present property, and all its income and profits, including any and all contracts, rentals, receipts and revenue derived by said Sturgis Water Company from any and every source whatsoever,--- the said mortgaged premises and property owned by said Sturgis Water Company, in said county of Meade, at the time of the execution of said mortgage or trust deed described in said judgment, or which it afterwards acquired, being further, in part, described as follows;--

The waters of certain springs and all their water and overflow running in a small channel for a short distance and then disappearing, but said channel and flow being sometimes called Silver creek or Warren creek, the water thereof being diverted at a point or place where said overflow crosses the south line of section twenty-eight, in township five north of range five east of the Black Hills Meridian, and to be carried thence in a generally northerly direction by ditch, flume and pipe, with right to use along the way, and establish reservoirs, if necessary therefor, to Sturgis city and Fort Meade, in said county and state, the place of intended use; said water and overflow consisting of fifty miner's inches, as located by Joseph J. Davenport, and location

notice posted and certificate filed that day; and the right to erect such dams, dykes, ditches, & c., on the west half and on the north half of the northeast quarter of section thirty-three, and the north west quarter of the northwest quarter of section thirty-four, and the southwest quarter of the southeast quarter of section twenty-eight, in said township five north of range five east B. H. M., and use of such other means as may be useful or necessary in collecting, carrying and appropriating the waters of all springs, overflows and discharges of water of any kind found thereon, and using the same with the water and water rights herein conveyed, which property is described in a certain deed from Joseph A. Davenport to the said Sturgis Water Company, recorded in Book 8 of the records of said Meade county, on Page 69;

Also the following described tract of land; Commencing at the northeast corner of section twenty-one, in township five north, of range five east of the Black Hills Meridian; thence running south on section line dividing sections twenty-one and twenty-two in said township, 693 feet, thence running due west 433 feet; thence running north 693 feet to section line dividing sections twenty-one and sixteen in said township, thence running east on section line to point of beginning;

Also the right of way upon which the said Sturgis Water Company has constructed its pipe line from its dams to the town of Sturgis across the east half of the northeast quarter of section twenty-one, in township five north of range five east of the Black Hills Meridian;

Also the right of way of the said Sturgis Water Company, for its pipe line, across the east half of the northwest quarter, and the north half of the southwest quarter, of section twenty-two, in said township five;

Also the right of way of the said Sturgis Water Company across the northwest quarter of section thirty-three in said township five;

Also the right of way of the said Sturgis Water Company across the southwest quarter of section thirty-three in said township five;

Also the right of way of the said Sturgis Water Company across the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northeast quarter of section thirty-three, the northwest quarter of the northwest quarter of section thirty-four, the northwest quarter of section thirty-three, and the southwest quarter of section thirty-three, all in said township five;

Also the right of way of the said Sturgis Water Company across the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northeast quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-five, all in said township five;

Also the right of way of the said Sturgis Water Company across the south half of the northwest quarter of section twenty-seven, the northwest quarter of the southwest quarter of section twenty-seven, and the northeast quarter of the southeast quarter of section twenty-eight, all in said township five;

Also the right of way of the said Sturgis Water Company across the southeast quarter of the southeast quarter of section twenty-one, the north half of the northeast quarter, and the northeast quarter of the northwest quarter, of section twenty-eight, in said township five;

Also the three certain dams constructed by the said Sturgis Water Company, together with the right of way for the pipes and flow of water, and water rights, situate upon the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northwest quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-four, in said township five; and the northwest quarter of section thirty-three, in said township five; and the southwest quarter of section thirty-three, in said township five;

Also the right of way of the said Sturgis Water Company extending from the easterly line of said tract to the westerly boundary line of the town of Sturgis;

Also the right of way of the said Sturgis Water Company from the boundary line of the town of Sturgis through the Fort Meade Military Reservation;

Also all rights, privileges, liberties and franchises of the said Sturgis Water Company under and by virtue of Ordinance No. 37 of the city of Sturgis, South Dakota, passed January 11, A. D. 1899, and approved January 12, A. D. 1899, and Ordinance No. 38 of the city of Sturgis, South Dakota, passed January 14, A. D. 1899, and Ordinance granted to Joseph J. Davenport, his associates, successors and assigns, the right to construct, operate and maintain a system of water works in the city of Sturgis and vicinity, in the county of Meade and state of South Dakota, and contracting with the said Joseph J. Davenport, his associates, successors and assigns, for the furnishing of water to said city, and to the inhabitants thereof, and confining their rights, privileges and powers;

Also the right of the said Sturgis Water Company in and to a certain contract entered into on or about the 9th day of May, A. D. 1899, with the government of the United States, or some officer thereof, duly authorized thereunto, by which said Sturgis Water Company agreed to furnish to the government of the United States, at the Fort Meade Military Reservation, water for its use;

Also all pipes, hydrants and improvements of every kind and character constituting the plant of the Sturgis Water Company, extending from the dams which are above described, through the city of Sturgis, and onto the Fort Meade Military Reservation;

Also all sums of money in the hands of the said Sturgis Water Company, or which are now due, or which may become due from the said city of Sturgis, or from the government of the United States, or from private individuals, and which constitute any portion of the income or profits of said plant, and all contracts, rentals, receipts and revenues derived from any and every source whatsoever, together with all personal property of every kind and character now in the possession of said Sturgis Water Company, together with all the appurtenances and hereditaments and improvements thereto belonging or in any wise appertaining;

TO HAVE AND TO HOLD all and singular the premises and real and personal property and all rights, powers, privileges and franchises above mentioned and described and hereby conveyed, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part, sheriff as aforesaid, hath herunto set his hand and seal the day and year first above written.-

Signed, Sealed and Delivered
in presence of:-
J. J. Davenport.
Max Hoehn.

Jesse Brown. (Seal).
An sheriff of said Meade
County, South Dakota.

Acknowledgment of Sheriff.

State of South Dakota, County of Meade, ss.

On this Sixth (6th) day of March, in the year one thousand nine hundred and three, before me, Max Hoehn, a notary public within and for said county and state, personally appeared Jesse Brown, sheriff of said Meade County, known to me to be the person and officer who is described in and who executed the within and foregoing instrument, and he acknowledged to me that he executed the same.

(Seal)

Max Hoehn, Notary Public.-

Recorded March 6th, 1903 at 5 o'clock P. M., in Book 25 on Pages 270 to 277, both inclusive, of the Records of Meade County, S. D.

STATE OF SOUTH DAKOTA, COUNTY OF MEADE, SS:
Office of Register of Deeds.

I hereby certify that the above and foregoing is a full, true, correct and complete transcript of the original record in this office.-
Dated this 31st day of July, A. D. 1906.

Frank Smith
Register of Deeds.

In consideration of the sum of One Dollar, to each in here paid by the other, the receipt whereof is hereby severally acknowledged and of the mutual covenants and agreement contained and set forth in that certain contract heretofore entered into by and between Cynthia L. Carpenter, Annie L. Carpenter, and Matthew L. Carpenter, sole heirs and devisees of Cephus E. Carpenter, deceased, and heirs of the Sturgis Water Works Company, its franchisees, et al., and Joseph J. Lavenport, of Sturgis, S. D., for the sale of the said property and franchises of the Sturgis Water Works Company as therein specified, dated on the 10th day of November, A. D., 1904, to, the said Cynthia L. Carpenter, Annie L. Carpenter, and Matthew E. Carpenter, do hereby agree to and do hereby extend the time of performance of said contract, which is therein specified as being eight (8) months from the date thereof as above given, until the first (1st) day of December, A. D., 1905, the said contract being fully in force in all other respects, and time being again of the essence thereof under this extension.

Dated, St. Paul, Minn., June 28th, 1905.--

In Presence of) /s to C. E.	C. Elizabeth Carpenter. (Seal).
F. J. Shipman.) A. L. & L. E.	Annie L. Carpenter. (Seal).
S. H. Magoffin.) Carpenter.	Matthew E. Carpenter. (Seal).
Alice J. Lavenport.) /s to	Joseph J. Lavenport. (Seal).
Frank Smith.) J. J. L.	

State of Minnesota, County of Ramsey, ss.

On this 28th day of June, A. D., 1905, before me personally appeared Cynthia L. Carpenter, Annie L. Carpenter, and Matthew E. Carpenter, to me personally known to be the persons described in and who executed the above and foregoing instrument, and each acknowledged that they executed the same as their free act and deed, and for the uses and purposes therein expressed.--

S. H. Magoffin, Notary Public,
Ramsey Co., Minn.

(Seal).

State of South Dakota, County of Meade, ss.

On this 1st day of July, A. D., 1905, before me personally appeared Joseph J. Lavenport, to me personally known to be the person described in and who executed the above and foregoing instrument, and acknowledged that he executed the same as his free act and deed, and for the uses and purposes therein expressed.--

Frank Smith, Register of Deeds,
Meade County, South Dakota.

(Seal).

Recorded July 1st, 1905 at 3 P. M., in Book 19 on Page 629 of the Records of Meade County, S. D.

DEPT. OF SOUTHERN DAKOTA, COUNTY OF MEADE, SS.

Office of Register of Deeds.

I hereby certify that the above and foregoing is a full, true, correct and complete transcript of the original record in this office.

Dated this 30th day of July, A. D., 1905.

Frank Smith
Register of Deeds

11/27/99

1

An undivided one-third interest in and to the Massachusetts, Ontario, Brown and Brown Fraction Lots, N. O. No. 1195, in Lawrence County; an undivided one-sixth interest in and to the General Grant and Balu et al lots, N. O. No. 904, in Benton County; an undivided one-sixth interest in and to the Elk Mountain Nos. 1, 2 and 3 Lots, N. O. No. 1107, in Lawrence County; an undivided one-ninth interest in and to the Cance Nos. 2, 3, 4 and 6 Lots and also an undivided or eighth part interest in and to the Fort Laramie Lots, N. O. No. 1181, in Lawrence County; an undivided eleventh interest in and to the Overnite, Quaprite fraction, Dierite, Contact, Belt, Alluvium, etc., Third fraction, Hilton, Fordin, Highgate fractions, Bradley Fraction Lots, also known as the Blue Hill Fractions, Lawrence County; also an undivided one-tenth interest in and to the Palmer's Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789,

in U. S. No. 262 Black Claim, all in Lawrence County; also an undivided one-twelfth interest in the Vasp and Pickapoo Fraction Lode, U. S. No. 1766, in Lawrence County; also an undivided one-ninth interest in and to the North Segregated Hartford Lode and Grand Junction Lode in Custer County; also an undivided one-twelfth interest in and to the Mark Hanna Lode, in Lawrence County; also an undivided one-sixth interest in and to the Terry Lode, Lawrence County. (deed recorded Book 152, page 40); also an undivided one-third interest in and to Lots 56, 57 and 58 in Block 98, Original Townsite of Rapid City, in Pennington County; also an undivided one-third interest in and to the Possible, Yellow Bark, Mountain Monarch Gold Lugs, Ocean Wave No. 2, City Creek or Opensan Fraction, Silver Star and Possum Lode Extension Lodes, City Creek, Deadwood, in Lawrence County; also an undivided one-sixth interest in and to the Water Tunnel Fraction Lode, in Lawrence County; also an undivided one-third interest in and to the Sturgis Water Works plant, complete including franchises, and all appurtenances and belongings, in Meade County; also an undivided one-third interest in and to the following described agricultural tracts of land, in Meade County, to-wit: west half of section 53; north half of northeast quarter of section 33; northwest quarter of northwest quarter of section 34; southwest quarter of southeast quarter of section 38, all in township five north, range five east P. M. R., containing 480 acres.

To each of the above named heirs, the following described personal property, to-wit:

An undivided one-third interest in and to the note of J. J. Davenport for \$800, with accrued interest, and to the mortgage securing the same; 6,335 1/3 shares of stock of the Vasp No. 2 Mining Company; 3,714 2/3 shares of stock of the Segregated Iron Hill Mining Company; 21,092 2/3 shares of stock of the Jefferson Carbonate Mining Company; 200 shares of stock of the Far West Mining Company; 53,375 shares of stock of the Victory Mining Company; and \$1028.03 cash.

It is further ordered, considered, adjudged and decreed, that said executors be and they are hereby released and discharged from all liability to be hereinafter incurred, upon their filing receipts from each of said heirs or their agents, for the personal property remaining for distribution that said estate is fully distributed and the trust settled and closed.

Done in open Court this 10th day of May, A. D. 1904.

Attest.

H. H. Dewey,

(Seal). Sol Star, Clerk.

County Judge.

State of South Dakota,) ss. In County Court.
County of Lawrence,)

I, Sol Star, Clerk of the County Court within and for the County of Lawrence and State of South Dakota, do hereby certify that I have compared the within copy of "Decree of Settlement of Account and Distribution" with the original records preserved in said County Court, and that the same is a true copy thereof, and of the whole of said original records.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the County Court at Deadwood, in said County and State, this 10th day of May, A. D. 1904.

Sol Star, Clerk.

(Seal).

J. J. Allen, Deputy.

Witness my hand and the Seal of said County Court, Lawrence County, S. D., this 10th day of May, 1904.

Recorded and indexed in Book 19 on Pages 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Witness my hand and the Seal of said County Court, Lawrence County, S. D., this 10th day of May, 1904.

Done at Deadwood, S. D., this 10th day of May, 1904.

Frank Smith
County Clerk.

AGREEMENT.

This Agreement, made and entered into this 10th day of Nov., A. D. 1904, by and between Cynthia Elizabeth Carpenter, (widow) Annie I. Carpenter, (unmarried) of St. Paul, Ramsey County, Minnesota, and Matthew B. Carpenter, (unmarried) of Irwin, Cherry County, Nebraska,--- sole heirs and devisees of Cephas W. Carpenter, deceased, --- parties of the first part, J. J. Davenport, of Sturgis, South Dakota, party of the second part, and the Sturgis Water-Works Company, a corporation, of Sturgis, South Dakota, party of the third part, Witnesseth, that

I.

Whereas, the said parties of the first part are now the owners in fee simple and as the sole heirs and devisees of the late Cephas W. Carpenter, now deceased, of all the property, franchises, choses in action, credits, water-rights and privileges, easements, dams, pipe-lines, equipment, and all other property and interests of every nature formerly belonging to the Sturgis Water Company, of Sturgis, South Dakota, and particularly described in that certain deed from the Sheriff of Meade County, South Dakota, to said Cephas W. Carpenter, recorded in the office of the Register of Deeds of said Meade County, on the sixth (6th) day of March, A. D. 1903 in Vol. 25 of Sheriff's Deeds, at pages 270-277 inclusive, to which reference is hereby made;-- and also of certain other property and real estate upon which is located the dams and reservoirs connected with and forming part of the said property and franchises hereinbefore mentioned, situated in the County of Meade, State of South Dakota, and described as follows, to-wit;--

The Southwest quarter ($SE\frac{1}{4}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section Twenty-eight (28); the North half ($N\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$), the Northwest quarter ($NW\frac{1}{4}$), and the Southwest quarter ($SW\frac{1}{4}$) of Section thirty-three (33) and the Northwest quarter ($NW\frac{1}{4}$) of Section thirty-four (34), all in Township Five (5) North of Range Five (5) East of Black Hills Meridian, containing 480 acres of land, more or less, according to the Government Survey thereof, And

II.

Whereas, said parties of the first part are desirous of selling and disposing of their said ownership in said property and franchises hereinbefore described, and are willing to dispose of the same for the sum or price of Fifty Thousand Dollars (\$50,000) to be evidenced, secured and paid as hereinafter set forth and specified, together with such additional sum or sums,-- to be repaid in cash,-- as the said parties of the first part have advanced for extensions, additional storage or other permanent improvements to and upon said property, since the tenth (10th) day of May, A. D. 1904, or any hereafter advised, for such purposes, during the life of this agreement, And

III.

Whereas, to effectuate a sale and disposition of their said holdings as aforesaid, said parties of the first part are willing to transfer the title to the same to said party of the second part, by good and sufficient warranty deed,-- which said deed they have duly executed and acknowledged, on even date herewith,-- and thereupon to accept from said party of the second part, as evidence of the principal sum to be paid to and received by said parties of the first part in consummation of said proposed sale, if made, a note for said sum of Fifty thousand Dollars (\$50,000), to be signed by said party of the second part, bearing even date herewith and with said deed above mentioned, with interest thereon at five (5) per cent per annum, and payable on or before eight (8) months thereafter, without grace, at the First National Bank of St. Paul, Minnesota, and to be secured as hereinafter set forth, And

IV.

Whereas, it is the intention of and has been agreed by the parties hereto that payment of the said note for said sum of Fifty Thousand Dollars (\$50,000) shall be secured by the pledge and delivery, to the parties of the first part, of the first mortgage five (5) per cent ten year bonds of the party of the third part, to the amount of Sixty Thousand Dollars (\$60,000) par value, and also by a like pledge and delivery of the total issue of the capital stock of said party of the third part amounting to the sum of \$100,000,— said bonds and stock to be disposed of as hereinafter provided, and the cash proceeds applied in the payment of said sum of Fifty Thousand Dollars (\$50,000) evidenced by said note, with interest, and also all advances due to said parties of the first part as aforesaid;— and it is necessary, for the legal issuance of said bonds and stock, and the protection of the rights of the parties hereto that the title to said property and franchises be vested, for that purpose, and without delay, in said party of the third part:—

Now Therefore, in consideration of the premises, and of the mutual covenants and conditions hereinbefore and hereinafter set forth and of the sum of One Dollar to each of said parties in hand paid by the other, the receipt whereof is hereby acknowledged, it is hereby mutually covenanted and agreed, as follows:—

First: That said parties of the first part, upon the execution and delivery of this instrument by all parties hereto, in triplicate, shall forthwith deliver to said party of the second part, a good and sufficient deed, with the usual covenants conveying to said party of the second part the said property and franchises hereinbefore mentioned said deed to bear even date herewith and to be recorded simultaneously herewith.

Second: That said party of the second part shall thereupon, in consideration of the premises and of the delivery of said deed by parties of the first part, execute and deliver to said parties of the first part his note for the sum of Fifty Thousand Dollars (\$50,000) of even date with this agreement and said deed, bearing interest at the rate of five (5) per cent per annum, and payable on or before eight (8) months from date, without grace, at the First National Bank of St. Paul, St. Paul, Minnesota.

Third: The said party of the second part, as part consideration hereof, and at the time hereinbefore stated, shall execute and deliver to said party of the third part, a good and sufficient deed, with the usual covenants, of said property and franchises hereinbefore mentioned and described and conveyed by said first parties to him, said deed bearing even date herewith, and given as in this agreement provided.

Fourth: The said party of the second part, — an incorporator, promoter and officer of said party of the third part, — and said party of the third part, in consideration of the premises and of the conveyance of said property and franchises as hereinbefore mentioned, shall, at the earliest practicable time, take steps to issue and cause to be issued, by said party of the third part, its five (5) per cent ten year first mortgage bonds, with the Central Trust Company of Illinois, a corporation, of Chicago, Illinois, as trustee under the mortgage securing said bonds, in the sum of Sixty Thousand Dollars (\$60,000) said bonds, together with the entire issue of the capital stock of said party of the third part, amounting to the hundred thousand Dollars (\$100,000) to be thereupon transferred to and pledged with said parties of the first part, as collateral security for the due completion of said sale as proposed, the protection of the rights of said parties of the first part under this agreement, and the payment of said note of Fifty Thousand Dollars (\$50,000) hereinafter mentioned.

Fifth: The said parties of the first part, in consideration of the premises, shall upon the issuance of and receipt of said bonds and stock, as aforesaid, at the sum of Fifty Thousand Dollars, deposited in said bank, together with a copy of this agreement, with the said Central Trust Company of Illinois, the trustee to be named as hereinbefore provided, to be held for the protection of the said parties of the first part hereto, with authority to the said Central Trust Company to sell and dispose of said bonds and stock, for cash, and to deliver

the same to the purchaser or purchasers thereof, the sum or sums received therefor to be held for and to be applied upon the payment of said note for Fifty thousand Dollars (\$50,000) and to be credited to said parties of the first part and paid over to them, or under their direction, pursuant to and in accordance with the terms of this agreement. The authority of said Central Trust Company to sell and dispose of said bonds and stock, and the time for the full performance of this agreement are to be limited to the period of eight (8) months from and after the date hereof, time being of the essence of this agreement.

Sixth; All commissions, charges and expenses of every nature, including all commissions and charges on the sale of said bonds and stock and the delivery of the same, are to be borne and paid by the said party of the second part; and until the consummation of said proposed sale and the payment of said note of Fifty thousand Dollars (\$50,000) and interest, together with advances made by said first parties as hereinbefore provided, said parties of the first part shall continue in the control and management of said water-works plant in the same manner as prior to the making of this agreement. And should default be made in the due performance of this agreement, or in the sale and delivery of said stock and bonds and the payment of the proceeds thereof to said first parties, in accordance therewith and to the amount hereinbefore specified, then the said party of the third part shall, immediately upon demand, re-convey the said property and franchises hereinbefore mentioned, to said parties of the first part, and the rights of all other parties to this agreement therein shall thereupon cease and determine.

In Testimony Whereof, the said parties of the first and second part have hereto affixed their hands and seals, and said party of the third part has caused its corporate seal to be hereto affixed and there presents to be executed by its President and Secretary the day and year first above written.

In Presence of) As to C. Elizabeth) Cynthia Elizabeth Carpenter (Seal)
S. H. Hagerlin.) & Annie Carpenter.) Annie I. Carpenter (Seal)
E. J. Shigman.)

H. Gordon. As to Matthew F.) Matthew F. Carpenter (Seal)
James & J. J. Davenport.) J. J. Davenport (Seal)

Larry P. Atwater As to
Sturgis Water-Works Co.

Sturgis Water-Works Co.
By J. J. Davenport, President.
And by Anna M. Davenport, Secretary.

(Corporate)
(Seal.)

State of Minnesota, County of Ramsey, SS.

On this 15th day of November, A. D. 1904, before me personally appeared Cynthia Elizabeth Carpenter, (widow), and Annie I. Carpenter (unmarried), to me personally known to be the persons named in and who executed the above and foregoing instrument, and each duly acknowledged that she executed the same.

(Seal) S. H. Hagerlin, Notary Public,
Ramsey County, Minnesota.

State of South Dakota, County of Hand, SS.

On this 15th day of November, A. D. 1904, before me personally appeared Matthew F. Carpenter (unmarried), to me personally known to be the person named in and who executed the above and foregoing instrument, and duly acknowledged that he executed the same.

(Seal) Larry P. Atwater, Notary Public,
Hand County, South Dakota.

State of South Dakota, County of Hand, SS.

On this 15th day of November, A. D. 1904, before me personally appeared J. J. Davenport, to me personally known to be the person named in and who executed the above and foregoing instrument, and duly acknowledged that he executed the same.

(Seal) Larry P. Atwater, Notary Public,
Hand County, South Dakota.

State of South Dakota, County of Meade, ss.

On this 10th day of November A. D. 1904, before me personally appeared J. J. Davenport and Sara B. Davenport who being by me duly sworn, did say, each for himself, that the said J. J. Davenport is the President, and the said Sara B. Davenport is the Secretary, of the Sturgis Water-Works Company, a corporation, of Sturgis, South Dakota; and by me personally known to be such officers that the seal affixed to the above and foregoing instrument is the corporate seal of said Company and that the same was signed and sealed by them, on behalf of said Company, by authority of its Board of Directors; and the said J. J. Davenport and Sara B. Davenport duly acknowledged the said instrument to be the free act and deed of said Company.

Harry P. Mwater, Notary Public.

Meade County, South Dakota.

(Seal).

Recorded December 17th, 1904 at 11 o'clock and 30 minutes A. M.
in Book 19 on Pages 577, 578, 579, 580, 581 and 582 of the Records of
Meade County, S. D.

STATE OF SOUTH DAKOTA, COUNTY OF MEADE, SS.

Office of Register of Deeds.

I hereby certify that the within and foregoing (consisting of four sheets) is a full, true, correct and complete transcript of the original record in this office.

Dated this 21st day of July, A. D., 1906.

Frank Smith
Register of Deeds.

WARRANTY DEED.

This Indenture, made this 1st day of November, A. D. 1904, by and between Cynthia Elizabeth Carpenter, a widow, Annie I. Carpenter, an unmarried woman, and Matthew B. Carpenter, an unmarried man, sole heirs at law and devisees of the late Cephas W. Carpenter, deceased, all of the County of Ramsey and State of Minnesota, parties of the first part, and Joseph J. Davenport of the County of Meade and State of South Dakota, party of the second part, Witnesseth:

WHEREAS The Sturgis Water Company, a corporation duly organized and existing under the laws of the State of South Dakota, on the 30th day of April, A. D., 1892, duly executed and acknowledged its certain last deed or first mortgage to the Bailey Loan Company, a corporation duly organized and existing under the laws of the State of South Dakota, and John L. Farwell of the County of Sullivan and State of New Hampshire, trustees, and thereby mortgaged to said trustees and their successors and assigns, that certain water-plant of said Sturgis Water Company, and all and singular the real and personal property, rights, powers, privileges and franchises then owned by the said Sturgis Water Company, or which might thereafter be acquired by it, as security for the payment of the principal and interest on the first mortgage bonds of said Sturgis Water Company, for and to the amount of but not to exceed Fifty Thousand Dollars, which mortgage was thereafter on the 9th day of May, A. D., 1892, duly recorded in the office of the register of deeds of said Meade County, in Vol. One of Mortgages on pages 576 to 585, to which record reference is hereby made for a more particular description of said mortgage and the property thereby covered;

AND WHEREAS THEREAFTER, default having been made in the conditions of said mortgage, and one Cephas W. Carpenter having become the owner and holder of all the bonds secured thereby, and Fred H. Stoltz and Elting F. Warner having duly become the successors in interest of the said Bailey Loan Company and John L. Farwell, an action was duly commenced in the circuit court of the eighth judicial circuit of the State of South Dakota, within and for the County of Meade, by Cephas W. Carpenter, Fred H. Stoltz, and Elting F. Warner, plaintiffs, versus the Sturgis Water Company, a corporation, Daniel K. Dickinson, trustee, and others, defendants, for the foreclosure of said mortgage, in which action a judgment of foreclosure and sale was duly rendered and given on or about the 10th day of November, A. D. 1900, and thereafter duly entered in the office of the Clerk of the Circuit Court, in Book "B" of Judgments at page 352, to which records reference is hereby made for a more particular description of said judgment;

AND WHEREAS, A special execution was thereafter duly issued to the sheriff of said Meade County for the sale of all the said premises and property described in said mortgage and judgment, and the same was thereafter on the 24th day of February, A. D., 1902, duly and publicly struck off and sold by said sheriff to said Cephas W. Carpenter pursuant to said judgment of foreclosure, and thereafter pursuant to said judgment and sale, a sheriff's deed was duly issued and delivered by said sheriff to said Cephas W. Carpenter, whereby all and singular the premises and real and personal property of every kind in said mortgage and judgment described, were by said sheriff granted, bargained, sold and conveyed unto the said Cephas W. Carpenter, which sheriff's deed was thereafter on the 6th day of March A. D., 1903, duly recorded in the office of the Register of Deeds in said Meade County in Vol. 25 of Sheriff's Deeds at pages 270 to 277;

AND WHEREAS said Cephas W. Carpenter thereafter died, and the said parties of the first part, who were his sole heirs at law, and devisees and legatees under his last will and testament, became his successors in interest and duly succeeded to and acquired all the said premises and real and personal property of every kind in said sheriff's deed described, and desire to grant, bargain, sell and convey the same with all the hereditaments and appurtenances thereof unto the said party of the second part and his heirs and assigns forever.

NOW THEREFORE, The said parties of the first part, for and in consideration of the sum of One Hundred Thousand (\$100000.00) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, all and singular the following described premises and real and personal property, rights, powers, privileges and franchises, situate and being in the County of Meade and State of South Dakota, to-wit: "

All rights, powers, privileges and franchises at any time granted to or conferred upon the said Sturgis Water Company by the State of South Dakota, or at any time acquired by it; also all the rights, powers, privileges, liberties and franchises at any time granted to or conferred upon said Sturgis Water Company by the town and corporate authority of the City of Sturgis in said Meade County; also all and singular the springs, water, water-rights, claims, locations, lands, rights of way, property, dams, ditches, aqueducts, pipes, hydrants, machinery, outfits, rights, liberties, privileges and franchises, whatever kind and character at the date of said judgment of foreclosure held and owned by said Sturgis Water Company in said Meade County, and State of South Dakota, and all that were thereafter in any manner acquired by it or by said parties of the first part, and all the income and profits of the said water-plant and property, including any and all contracts and rentals of the said water-plant, and all receipts and revenues derived or to be derived by the said parties of the first part from the said water-plant from and after the date hereof, together with all the hereditaments and appurtenances thereunto belonging or in any manner appertaining;-- the said premises and property now owned by the said parties of the first part being further in part described as follows:

The waters of certain springs and all their water and overflow running in a small channel for a short distance and then disappearing, but said channel and flow being sometimes called Silver Creek or Warren Creek, the water thereof being diverted at a point or place where said overflow crosses the south line of section twenty-eight, in township five north of range five east of the Black Hills Meridian, and to be carried thence in a generally northerly direction by ditch, flume and pipe, with right to use along the way, and establish reservoirs, if necessary therefor, to Sturgis City and Fort Meade, in said County and State, the place of intended use; said water and overflow consisting of fifty miner's inches, as located by Joseph J. Davenport, and location notice posted and certificate filed that day; and the right to erect such dams, dykes, ditches, &c, on the west half and on the north half of the northeast quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-four, and the southwest quarter of the southeast quarter of section twenty-eight, in said township five north of range five east of the Black Hills Meridian; and use of such other means as may be useful and necessary in collecting, carrying and appropriating the waters of all springs, overflows and discharges of water of any kind found thereon, and using the same with the water and water-rights herein conveyed, which property is described in a certain deed from Joseph J. Davenport to said Sturgis Water Company, recorded in Book 8 of the records of said Meade County, on Page 69;

Also the southwest quarter of the southeast quarter of Section Twenty-eight (28) and the north half of the northeast quarter of Section Thirty-three (33), and the northwest quarter of the northwest quarter of Section Thirty-four (34), and the northwest quarter of Section Thirty-three (33), and the Southwest Quarter of Section Thirty-three (33), all in township Five (5) North of Range Five (5) East of the Black Hills Meridian, containing four hundred and eighty acres of land, more or less, according to the government survey;

Also the following described tract of land; Commencing at the northeast corner of Section Twenty-one, in township five north of range five east of the Black Hills Meridian; thence running south on section line dividing sections twenty-one and twenty-two in said township 693 feet; thence running due west 433 feet; thence running north 693 feet to section line dividing sections twenty-one and sixteen in said township, thence running east on section line to point of beginning;

Also the right of way upon which the said Sturgis Water Company constructed its pipe line from its dams to the town of Sturgis across the east half of the northeast quarter of section twenty-one in township five north of range five east of the Black Hills Meridian;

Also the right of way of the said parties of the first part for their pipe line, across the east half of the northwest quarter, and the north half of the southwest quarter, of section twenty-two in said township five;

Also the right of way of the said parties of the first part across the northwest quarter of section thirty-three in said township five;

Also the right of way of the said parties of the first part across the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northeast quarter of section thirty-three, the northwest quarter of the northwest quarter of section thirty-four, the northwest quarter of section thirty-three, and the southwest quarter of section thirty-three, all in said township five;

Also the right of way of the said parties of the first part across the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northeast quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-five, all in said township five;

Also the right of way of the said parties of the first part across the south half of the northwest quarter of section twenty-seven, the northwest quarter of the southwest quarter of section twenty-seven, and the northeast quarter of the southeast quarter of section twenty-eight, all in said township five;

Also the right of way of the said parties of the first part across the southeast quarter of the southeast quarter of section twenty-one, the north half of the northeast quarter, and the northeast quarter of the northwest quarter, of section twenty-eight, in said township five;

Also the three certain dams constructed by the Sturgis Water Company, together with the right of way for the pipes and flow of water, and water-rights, situate upon the southwest quarter of the southeast quarter of section twenty-eight, the north half of the northwest quarter of section thirty-three, and the northwest quarter of the northwest quarter of section thirty-four, in said township five; and the northwest quarter of section thirty-three in said township five; and the southwest quarter of section thirty-three, in said township five;

Also the right of way of the said parties of the first part extending from the easterly line of said tract to the westerly boundary line of the town of Sturgis;

Also the right of way of the said parties of the first part from the boundary line of the town of Sturgis to the Fort Meade Military Reservation;

Also all the rights, privileges, liberties and franchises of the said Sturgis Water Company and of the said parties of the first part under and by virtue of Ordinance No. 37 of the City of Sturgis, South Dakota, which ordinance was passed January 11, A. D., 1892, and approved January 12, A. D., 1892, and duly published in the Sturgis Advertiser on January 14, A. D., 1892, which ordinance granted to Joseph J. Davenport, his associated, successors and assigns, the right to construct, operate and maintain a system of water-works in the City of Sturgis and vicinity, in the County of Meade and State of South Dakota, and contracting with the

said Joseph J. Davenport, his associates, successors and assigns, for the furnishing of water to said City, and the inhabitants thereof, and defining their rights, powers and privileges;

Also all pipes, hydrants and improvements of every kind and character constituting the plant of the said parties of the first part, extending from the dams which are above described, through the City of Sturgis, and onto the Fort Reade Military Reservation;

Also all contracts and rentals of said water-plant, and all receipts and revenues derived or to be derived by said parties of the first part from the said water-plant from and after the date hereof, together with all the personal property of every kind and character now had by the said parties of the first part, and used in connection with said water-plant, and all the appurtenances and hereditaments and improvements thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD all and singular the premises and real and personal property and rights, powers, privileges and franchises above mentioned and described and hereby conveyed, unto the said party of the second part, his heirs and assigns forever;

AND THE SAID PARTIES OF THE FIRST PART for themselves and their executors, heirs and administrators, do covenant and agree to and with the said party of the second part, his heirs and assigns, that they are well seized in fee of the real and personal property and premises aforesaid, and have good right and lawful authority to sell and convey the same in the manner and form aforesaid, and that the same are free from all incumbrances whatsoever;

AND FURTHER that the said parties of the first part for themselves and their heirs, and all and every other person lawfully claiming or to claim, by, from or under them, shall and will, from time to time, and at all times hereafter, make and execute, or cause and procure to be made and executed, all such further deed or deeds whatsoever, for the further and more perfect assurance and confirmation of the said premises and real and personal property hereby granted, with the appurtenances, unto the said party of the second part, his heirs and assigns, as by him or them shall be required; and the above granted premises and real and personal property in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the same, or any part thereof, the said parties of the first part, their heirs, executors and administrators, will WARRANT AND FOREVER DEFEND;

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered

in Presence of

S. H. Magoffin. As to Cynthia E.
E. J. Shipman. & Annie I. Carpenter.
H. Gordon. As to Matthew
Harry P. Atwater. E. Carpenter.

Cynthia Elizabeth Carpenter
Annie I. Carpenter.
Matthew R. Carpenter. *(Seal)*

State of Minnesota, County of Ramsey, SS.

Be It Remembered That on this 1st day of November in the year One thousand Nine Hundred and Four, before me S. H. Magoffin, a notary public within and for said County and State, personally appeared Cynthia Elizabeth Carpenter and Annie I. Carpenter, well known to me to be the persons who are described in and who executed the within and foregoing instrument, and severally duly acknowledged to me that they executed the same.

In Witness Whereof I have hereunto set my hand and official seal at said County the day and year first above written.

(Seal).

S. H. Magoffin,
Notary Public, Minnesota.

State of South Dakota, County of Meade, ss.

Be It Remembered That on this 10th day of November, in the year One Thousand Nine Hundred and Four, before me Harry P. Atwater, a Notary Public within and for said County and State, personally appeared Matthew B. Carpenter, well known to me to be the person who is described in and who executed the within and foregoing instrument, and fully acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and official seal at said County Clerk's Office at Meade, S. D., this 10th day of November, 1904.

(Seal).

Harry P. Atwater,

Notary Public.

Recorded November 10th, 1904 at 4 o'clock P. M., in Book 25 on Pages 505 to 513, both inclusive, of the Records of Meade County, S.D.

STATE OF SOUTH DAKOTA, COUNTY OF MEADE, SS.

Office of Register of Deeds.

I hereby certify that the above and foregoing, consisting of five sheets, is a true, complete and correct transcript of the original record in this office.

Dated this 30th day of July, A. D. 1906.

Frank Smith
Register of Deeds.

SOUTH DAKOTA

VESTED WATER RIGHT NO. 1446-1

Date of Receipt of Claim April 18, 1988.

Date of Validation December 8, 1988.

The Water Management Board validated Vested Water Right Claim No. 1446-1 for the City of Sturgis, 1147 Sherman Street, Sturgis, SD 57785 with the following limitations, conditions and qualifications:

1. Vested Water Right No. 1446-1 authorizes impoundment of 74.76 acre-feet of water in 4 dry draw storage dams. Dam #1 (4.32 acre-feet capacity) is located in the SW1/4 SE1/4 Section 28; Dam #2 (30.0 acre-feet capacity) is located in the NE1/4 NW1/4 Section 33; Dam #3 (13.8 acre-feet capacity) is located in the NE1/4 NW1/4 Section 33; Dam #4 (26.64 acre-feet capacity) is located in the SE1/4 NE1/4 Section 33; all in T5N-R5E. Additional fills of the dams are authorized as needed by the City of Sturgis.

2. The appropriated water is used for supplying emergency water for use by the City of Sturgis and may not exceed the amount of water needed for beneficial use for municipal purposes.

The water is to be used during the following annual period: January 1 - December 31.

3. The priority dates of the Vested Water Right are: Dam #1: February 29, 1892; Dam #2: January 1, 1894; Dam #3: January 1, 1935; Dam #4: January 1, 1929.

4. The water use system has been constructed and water has been applied to beneficial use.

5. Water Rights obtained in compliance with the laws of the State of South Dakota must not be unlawfully impaired by this appropriation.

QUALIFICATIONS

The applicable portions of Water Right Filing No. 0451-1 and amended Water Right Filing No. 0451-1 were incorporated into Vested Water Right No. 1446-1. The abandoned portions of Water Right Filing No. 0451-1 and amended Water Right Filing No. 0451-1 were cancelled.

WATER MANAGEMENT BOARD

By: _____


Chief Engineer

Division of Water Rights
Dept. of Water and Natural Resources

JUN 13 1989

date