

Water Right Number 3348-3

1. Considered 1-26, 1977
2. Name of Applicant ANNA OR MERLE TAYLOR
3. Post Office Address BRUCE
4. Amount of water claimed 3.6
5. Source of water supply 50' WELL
6. Water to be used for IRRIGATION
Acres to be irrigated 252
7. Water to be diverted and used in BROOKINGS County
about 13N, 1E Miles of BROOKINGS
8. Proof of Publication
Received 1-20-77
Not received
9. Application
Approved
Subject to
Not approved
Action deferred

10. Remarks:

Map No. 2634-3 Water Division No. 3 Pig Sioux River District
(Blanks to be filled by the Engineer for the W. H. C.)

APPLICATION FOR PERMIT

To Appropriate Water within the State of South Dakota

(NOTE--Draw a line through items not applicable)

1. Name of Applicant Merle or Anna Taylor
Postoffice address Bruce State South Dakota
If a corporation show date and place of incorporation _____
2. Method of accomplishing work (contract, employment of others, or by direct labor) Contract
3. Name of diversion work Merle Taylor Irrigation Project No. 1
4. Amount of water claimed (cubic feet per second) 3.6
5. Source of water supply Well
6. Location of point of diversion Center of West 1/2 of Sec 18 T112N R49W
- County Brookings

7. Annual period or periods during which water is to be used March to November
8. Use to be made of water, (irrigation, industrial, municipal, commercial, recreation, etc.) Irrigation
9. For irrigation use, Total number of acres to be irrigated 252

List below each forty acre subdivision, or lot, or fraction thereof and show number of acres to be irrigated in each.

Land Description	No. Acres Irr.	Land Description	No. Acres Irr.
NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 18 T112N R49W	33	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 18 T112N R49W	30
NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 18 T112N R49W	33	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 18 T112N R49W	30
SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 18 T112N R49W	33	SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 18 T112N R49W	30
SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 18 T112N R49W	33	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 18 T112N R49W	30

Attach sheet if more space is needed

10. Time required to complete construction of water supply system 5 years. Additional time required to complete application of water to the proposed beneficial use 3 years.
11. Choice of newspaper for Notice of Intent to Appropriate Water publication Brookings Register
12. Principal Features of the Proposed Water Supply System.

A. Works proposed to divert water from its natural source.

Well with electric powered pump.

B. Works proposed to transport water to place of use.

PVC pipe.

C. Works proposed to apply water to beneficial use.

Center pivot.

Estimated Total Cost \$ 55,000

Attachments: Attach Form 2A if diversion from a well or dugout, or if storage of water, is proposed. Attach map.
(See instructions concerning preparation.)

STATE OF SOUTH DAKOTA)

County of Brookings) ss.

I, Anna Taylor, the applicant, certify that I have read the foregoing application and have examined the attached map and that the matters therein stated are true and that I intend, and am able to complete the necessary construction

Signed Anna TaylorSubscribed and sworn to before me this 16 day of Dec, 1976

Notary Public (or other qualified officer)

WATER RIGHT APPLICATION APPROVAL

The Water Rights Commission hereby approves Water Right Application No. 3348-3

ANNA OR MERLE TAYLOR
(Applicant)

BRUCE
(Post Office Address)

SOUTH DAKOTA 57220 With the following modifications:
(State)

The irrigation well approved under this Permit will be located near domestic wells and other irrigation wells which may obtain water from the same aquifer. The irrigation well owner, under this Permit, shall control his irrigation withdrawals so there is not a reduction of needed water supplies in adequate domestic wells or in irrigation wells having prior water rights.

Date of first receipt of application DECEMBER 17, 1976

Date of return to applicant for correction, amendments or changes required —, 19 —

Date of receipt of corrected application —, 19 —

Approved JANUARY 27, 1977, Recorded in Book 17 Page 117

WATER RIGHT PERMIT NO. 3348-3

The Water Rights Commission hereby grants and issues this Water Right Permit No. 3348-3 authorizing the construction of the water use system and the putting of water to beneficial use as stated in the Application and as modified in the Water Right Application approval, subject, however, to the following limitations and conditions:

1. The date from which applicant may claim right is DECEMBER 17, 1976
2. The equivalent of at least one-fifth of the work above specified is to be completed on or before JULY 27, 1979
3. The whole of said work is to be completed on or before JANUARY 27, 1982
4. The limit of time from proof of beneficial use of water appropriated in accordance herewith is JANUARY 27, 1985
5. The water appropriated shall be used for the purpose of IRRIGATION

6. The prior right of all persons who, by compliance with the laws of the State of South Dakota, have acquired a right to the use of water must not be injuriously affected by this appropriation.

7. The amount of the appropriation herein granted shall not exceed 3.6 cubic feet per second; neither shall it exceed the capacity of the above described water supply system, nor shall it exceed the amount of water needed for beneficial uses served, and if for the irrigation purposes said appropriation must be limited to not more than 3 acre feet per acre per year and be limited to not more than one-seventieth (1/70) of one cubic foot of water per second of time for each acre of land to which water is actually and beneficially applied for irrigation on or before JANUARY 27, 1985; said water to be used during the following described annual period: MARCH - NOVEMBER

Witness my hand this 8TH day of APRIL, 19 77

WATER RIGHTS COMMISSION

By:

John Walsh
Chief Engineer, Executive Officer

Certificate of Construction Issued —, 19 —

Water License Issued —, 19 —

12. Principal Features of the Proposed Water Supply System (continued.)

D. Well Information or Estimates

- (1) Drill Hole, Diameter 14", Depth 50'
- (2) Casing, Type Steel Diameter 12" Thickness 3/8"
(wood, concrete, steel, etc)
- (3) Perforated Screen.
Type Wire wrap or Johnson, Diameter 12", Length 20'
Stainless
- (4) Gravel Pack. Thickness Naturally, Length of gravel pack _____
Developed

E. Dugout Information or Estimates.

- (1) Surface dimensions _____, Depth _____

F. Fill out for Either a Well or a Dugout.

- (1) Water Bearing Materials. (Please attach a copy to test well log if available.)

Character of Water bearing materials 0 to 2' top soil 2' to 50' sand and gravel

Depth to top of water bearing material 2'

Depth to bottom of water bearing material 50'

Thickness of water bearing material 48'

Depth to water (ground surface to water level) 2'

- (2) Distance to nearest existing household or livestock watering wells.

On same owner's property 2000 ft. 166. On property owned by others 3000 ft 166.

G. Water Storage Dams.

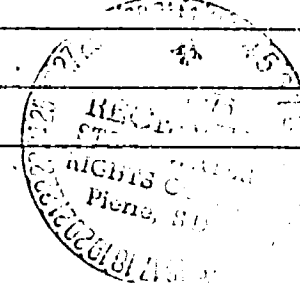
If the proposed water use system contains one or more water storage dams, please show in the space below, the height, maximum water depth, surface area and storage capacity of each storage dam. The location of each water storage dam should be shown on the water right map.

Mike Taylor
Signature of Applicant

STATE CONSERVATION COMMISSION
SUPPORTING INFORMATION
FOR APPROPRIATION OF GROUND WATER IN ACCORDANCE
WITH SDCL 46-6-3 AS AMENDED
(THIS FORM REQUIRED FOR PROPOSED GROUND WATER IRRIGATION ONLY)



NAME Anna or M. L. Taylor
ADDRESS Bruce & Oak B.E.D.
COUNTY Brookings



LEGAL DESCRIPTION

1. WELL LOCATION SW 1/4 18
2. LOCATION OF AREA TO BE IRRIGATED W 1/2 Sec 18 - T. 112 N - R. 49 W

TYPE OF IRRIGATION

3. GRAVITY _____ TOWLINE _____ CENTER PIVOT ☒ GUN _____
4. CROPS TO BE IRRIGATED Corn, alfalfa & grain

WATER QUALITY

5. SAMPLE NUMBER 2 samples 1 & 2 - 76-1729 (#1)
6. SALINITY (EC X 10⁶) 683 (medium)
7. SODIUM (SAR) 0.31 (low)
8. RESIDUAL SODIUM CARBONATE (meq/l.) 0

I do hereby certify that a chemical analysis of the ground water representative of that used to irrigate shall be acquired from South Dakota State University and:
the soils information has been acquired from _____ Conservation District,
County Extension office or Soil Conservation Service.
and:
that the legal description for the location of the well and land to be irrigated is true
and correct.

SUBSCRIBED AND SWORN BEFORE ME THIS
27th DAY OF Dec 1976

(TITLE OR SEAL)

APPLICANT'S SIGNATURE

Approved to carry out this project can be carried
out under the following conditions: Individual man-
agement of the project is a large decision, depending on the relative
interests of

APPROVED/DISAPPROVED

(SOILS INFORMATION ON REVERSE SIDE)

REPORT OF ANALYSIS
 Water Quality Laboratory
 Water Resources Research Institute
 South Dakota State University
 Brookings, South Dakota 57006

Submitted by: Merle Taylor
 Address Brucd, SD 57220

Date Rec'd November 1, 1976
 Sample No. 76-1729
 Identification #1 Well-35'
SW 1/4, Sec. 18, T 112N, R 49W

WATER ANALYSIS

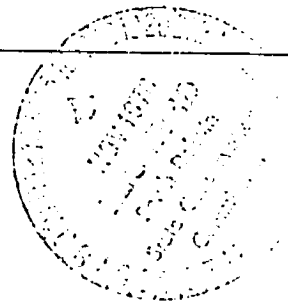
Calcium (Ca)	85	ppm*	4.25	me/l**
Magnesium (Mg)	27	ppm	2.21	me/l
Sodium (Na)	13	ppm	0.56	me/l
Potassium (K)	2	ppm	0.05	me/l
Sulfate (SO ₄)	67	ppm	1.39	me/l
Nitrate (as N)		ppm		me/l
Chloride (Cl)	15	ppm	0.42	me/l
Bicarbonate (HCO ₃)	327	ppm	5.36	me/l
Carbonate (CO ₃)		ppm		me/l
Iron (Fe)		ppm		me/l
Fluoride (F)		ppm		me/l
Hardness (EDTA as CaCO ₃)		ppm		g.p.g.***
Alkalinity (Methyl Orange)	268	ppm (as CaCO ₃)		
Alkalinity (Phenolphthalein)	0	ppm (as CaCO ₃)		
Electrical Conductivity	683	micromhos per cm at 25° C.		
Sodium Adsorption Ratio	0.31			
Sodium	7.92	% of cations		
Residual sodium carbonate	0.00	me/l		
pH	7.61			

*ppm=parts per million

**me/l=millequivalents per liter

***g.p.g.=grains per gallon

COMMENTS: Total cations 7.07 me/l
 Total anions 7.17 me/l



By: Shirley Litten

Service Performed

Amount Due

Irrigation analysis

\$8.00 Paid

Make checks payable to: Water Quality Laboratory

Cut along dotted line and return the lower portion with payment

Sample No. 76-1729

Amount Enclosed \$

Signed

STATE CONSERVATION COMMISSION
SUPPORTING INFORMATION
FOR APPROPRIATION OF GROUND WATER IN ACCORDANCE
WITH SDCL 46-6-3 AS AMENDED
(THIS FORM REQUIRED FOR PROPOSED GROUND WATER IRRIGATION ONLY)

NAME Anna or Mark Taylor

ADDRESS Bruce St. D. R.F.D. 1

COUNTY Brookings

LEGAL DESCRIPTION

1. WELL LOCATION S 10 1/4 18

2. LOCATION OF AREA TO BE IRRIGATED 1/4 Sec 18 - T. 112 N - R. 49 - W. 1

TYPE OF IRRIGATION

3. GRAVITY _____ TOWLINE _____ CENTER PIVOT ✓ GUN _____

4. CROPS TO BE IRRIGATED Corn, alfalfa + Grain

WATER QUALITY

5. SAMPLE NUMBER 2 samples 142 76-1730 (H?)

6. SALINITY (EC X 10⁶) 1072 (moderately high)

7. SODIUM (SAR) 0.36 (low)

8. RESIDUAL SODIUM CARBONATE (meq/l.) 0

I do hereby certify that a chemical analysis of the ground water representative of that used to irrigate shall be acquired from South Dakota State University and: the soils information has been acquired from _____ Conservation District, County Extension office or Soil Conservation Service. and: that the legal description for the location of the well and land to be irrigated is true and correct.

Anna Taylor
Mark Taylor
APPLICANT'S SIGNATURE

SUBSCRIBED AND SWORN BEFORE ME THIS
1st DAY OF June 1976.

Anna O. Starnes
(TITLE OR SEAL)

June 17, 1976

I approved this application that this project can be carried out and that the applicant has provided the required information.

Allen J. Starnes
APPROVED/DISAPPROVED

(SOILS INFORMATION ON REVERSE SIDE)

REPORT OF ANALYSIS
Water Quality Laboratory
Water Resources Research Institute
South Dakota State University
Brookings, South Dakota 57006

Submitted by: Merle Taylor
Address: Bruce, SD 57220

Date Rec'd November 1, 1976
Sample No. 76-1730
Identification #2 Well-50'
SW 1/4, Sec. 18, T 112N, R 49W

WATER ANALYSIS

Calcium (Ca)	156	ppm*	7.80	me/l**
Magnesium (Mg)	48	ppm	3.94	me/l
Sodium (Na)	20	ppm	0.87	me/l
Potassium (K)	6	ppm	0.16	me/l
Sulfate (SO ₄)	285	ppm	5.93	me/l
Nitrate (as N)		ppm		me/l
Chloride (Cl)	6	ppm	0.18	me/l
Bicarbonate (HCO ₃)	405	ppm	6.64	me/l
Carbonate (CO ₃)		ppm		me/l
Iron (Fe)		ppm		me/l
Fluoride (F)		ppm		me/l
Hardness (EDTA as CaCO ₃)		ppm		g.p.g.***
Alkalinity (Methyl Orange)	332	ppm (as CaCO ₃)		
Alkalinity (Phenolphthalein)	0	ppm (as CaCO ₃)		
Electrical Conductivity	1072	micromhos per cm at 25° C.		
Sodium Adsorption Ratio	0.36			
Sodium	6.81	% of cations		
Residual sodium carbonate	0.00	me/l		
pH	7.88			

Others:

*ppm=parts per million

**me/l=millequivalents per liter

***g.p.g.=grains per gallon

COMMENTS: Total cations 12.76 me/l
Total anions 12.75 me/l

By: Shirley Hittan

Service Performed

Amount Due

Irrigation analysis

\$8.00 PAID

Make checks payable to: Water Quality Laboratory

Cut along dotted line and return the lower portion with payment

Sample No. 76-1730

Amount Enclosed \$

Signed

November 10, 1976



Merle Taylor
P.R. #1
Bruce, SD 57220

Dear Mr. Taylor:

Your water sample (Lab. No. 76-1729 and 1730) has been analyzed and the results are reported on the accompanying sheet, which is your copy to keep.

I am also enclosing a copy of AES pamphlet #13 for your use. The quality of your water for irrigation use is plotted approximately by means of the red cross in the chart on the outside back cover.

Your water, as indicated by this analysis, is satisfactory for use on the soils you indicate will be irrigated. If a salt problem or a water table problem should develop, contact extension personnel for assistance.

The WI-1, soils information, and a copy of the water analysis are being forwarded to the State Conservation Commission for their action.

Sincerely yours,

L. O. Fine

L. O. Fine
Water Quality Lab

LOF:ckb

Enclosures

cc: State Conservation Commission

No. 3348-3

Publish first publication, on or before January 13, 19 77

NOTICE
INTENT TO APPROPRIATE WATER

Pierre, South Dakota 57501

~~December 17~~, 19 ~~76~~

Notice is hereby given that Merle or Anna Taylor
whose post office address is Bruce, South Dakota, has made an application in accordance
with the provisions of the water laws of South Dakota for a permit to appropriate for beneficial use
3.0 cubic feet of water per second of time from the ground water through the
Taylor & I, the point of diversion of which is to be located in the

Center of the W.
of Section 18, Twp. 112N, Range 10W. Said water to be used for the purpose
of providing irrigation on portions of the following described land:

W1, Section 18, T112N, R40W

This application No. 3348-3 will be considered by the Water Rights Commission at their office at
Pierre upon the 26th day of January, 19 77, at 10:00 A.M. All interested
persons may appear and be heard.

WATER RIGHTS COMMISSION

By:

BURTON F. JONES
Water Rights Specialist

BFJ/bw

cc: Merle or Anna Taylor, Bruce, South Dakota 57220

Form 8 - Proof of Publication - Notice of
Intent to Appropriate Water

No. 3348-3

PROOF OF PUBLICATION

STATE OF SOUTH DAKOTA)
County Brookings) ss.

I, James M. McLellan Jr. hereby
certify that the annexed printed copy of Notice of Intent to Appropriate
Water was taken from the Brookings Daily Register

A newspaper which during the whole time of publication of said notice
herein after stated, has been and is printed and published in the _____

City Brookings of _____

County of Brookings and State of South Dakota;
that the said notice was published in said newspaper on the following
two dates:

Jan. 12, 1977

Jan. 19, 1977

James M. McLellan Jr.
(Signature)

Editor - General Manager
(Title)

1-19-77

(Date Signed)

Legal No. 611 - Jan. 12 & 18
NOTICE INTENT TO
APPROPRIATE WATER
Pierre, South Dakota 57501
December 17, 1976

Notice is hereby given that Merle or
Anna Taylor whose post office address is
Eruce, South Dakota, has made an
application in accordance with the
provisions of the water laws of South
Dakota for a permit to appropriate for
beneficial use 3.6 cubic feet of water per
second of time from ground water
through the Taylor No. 1, the point of
diversion of which is to be located in the
Center of the W $\frac{1}{2}$ of Section 18, Twp.
112N, Range 49W. Said water to be used
for the purpose of providing irrigation on
portions of the following described land:
W $\frac{1}{2}$, Section 18, T112N, R49W
This application No. 3348-3 will be
considered by the Water Rights
Commission at their office at Pierre
on the 26th day of January, 1977, at
10:00 A.M. All interested persons may
appear and be heard.

WATER RIGHTS COMMISSION
BY: BURTON F. JONES
Water Rights Specialist





Department of Water & Natural Resources

Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501-3181

March 23, 1987

MERLE TAYLOR
RT #1, BOX 46
BRUCE, SD 57220

NOTICE

Re: Violation of Requirement To Submit 1986 Irrigation
Questionnaire

Our records indicate that the 1986 Irrigation Questionnaire has not been submitted for Permit No(s). 3348-3. The request for the Questionnaire was dated November 3, 1986. The Water Management Board has directed that owners of water permits who have not submitted 1986 Irrigation Questionnaires be given notice of hearing(s) to be held by the Board to determine if any action is to be taken concerning the violation.

The hearings will be held at 2:00 pm, May 6, 1987 in Room 216, Joe Foss Building, 523 E Capitol, Pierre SD.

The hearing will be conducted pursuant to the provisions of SDCL 46-1-12, 46-1-14, 46-2-9, 46-2-11 and 46-2-17. These are contested case hearings pursuant to procedures contained in SDCL 1-26. Following the hearing(s), the Water Management Board can:

1. Amend Permit No(s). 3348-3 to require the Irrigation Water Use Questionnaire to be submitted each year;
2. Postpone any action;
3. Take no action.

The hearing(s) is an adversary proceeding. The permit owner has the right to be present or to be represented by a lawyer. These and other due process rights will be forfeited if they are not exercised. Decisions of the Board may be appealed to the Circuit Court and the State Supreme Court as provided by law.

JOHN HATCH, Chief Engineer
Water Rights Division
605 773-3352

NOTE: If the questionnaire(s) is received in this office before the hearing date, your name will be deleted from the agenda for the hearing.

 **Department of
Water & Natural Resources**

Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501-3181

April 3, 1987

3348-3

Merle Taylor
RR #1 Box 46
Bruce, SD 57220

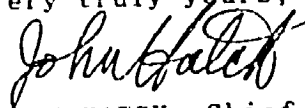
Dear Mr. Taylor:

This will acknowledge receipt of and thank you for the return of your 1986 Irrigation Questionnaire. A notice was sent to you March 23, 1987 regarding the Irrigation Questionnaire submittal violation of Water Permit No. 3348-3 and the date hearings were to be held before the Water Management Board to determine any action to be taken concerning the violation.

Please disregard the notice sent to you dated March 23, 1987. Your name has been deleted from the agenda pertaining to these hearings.

If you have any questions, please contact us.

Very truly yours,



JOHN HATCH, Chief Engineer
Water Rights Division
605 773-3352

Water Rights Division - DWR
Conversation or File Documentation

File No. 3348-3

NAME OF PERSON OR FILE: Anna or Merle Taylor

ADDRESS: RR Bruce SD 57220 COUNTY Pennington

DATE: 6-7-88 TELEPHONE 698-4140

RE: Cancellation of WR Permit, No. 3348-3, and land

COMMENTS: ownership change.

On 5-25-88 I inspected the lands to be irrigated
under permit 3348-3. No irrigation system was visible
on the land, but a well that was used to irrigate the
land in the past was in place. I spoke with a Charles
Rang who was working in the field. He informed me
that he bought the SW¹/₄ Section 19, T112N, R49W from
Mr. Taylor this spring. He also stated that a Darwin
Moberg bought the NW¹/₄ of this section this spring.
Mr. Rang asked if the permit could be reinstated or if
he would need to apply for a new permit. Our irrigation
questionnaire and an inspection by Gale Selker in Aug, 1983
showed that the ^(SW¹/₄) land hadn't been irrigated since 1961,
and the NW¹/₄ was never developed. I told Mr. Rang
that the land appeared to have been abandoned so he would
need to reapply for a new permit. He agreed that it
probably hadn't been irrigated since the early 1960's.

I also spoke with Robert Moberg on 5-25-88. (His
son is owner of the NW¹/₄ of the section. I informed him
that the NW¹/₄ was never developed so the Water
Permit on the land was no longer valid. He understood
this and said he would inform his son and get back
to me if there were any questions.

File in Permit or other file as necessary. Use to document conversations and what the other party was told; why action or decision was made.

NAME: Dorcas M. Brundin

Water Rights Division - DWR
Conversation or File Documentation

File No. 3348-3

NAME OF PERSON OR FILE: Anna or Mable Taylor

ADDRESS: ^{PR} Bruce, SD 57220 COUNTY Brackley

DATE: 6-2-88 TELEPHONE 693-4140

RE: Cancellation of WP Permit No 3348-3 and land

COMMENTS: ownership change.

On 6-2-88 I called Mable Taylor to confirm the land sales. He stated that he had sold the lands to Charles Rang and Darwin Maherg this spring. He stated the NW $\frac{1}{4}$ of Section 18 was never developed and he thought he irrigated the SW $\frac{1}{4}$ a few years ago. I told him that both Solken's inspection in August, 1983 and our Irrigation Questionnaire indicate the land wasn't irrigated since 1981 or 1982. I asked if he thought our records were in error, but he conceded that it probably has been that long since it was last irrigated.

The permit should be cancelled; the new owners are:

NW $\frac{1}{4}$ 18-112-49

Darwin B. Maherg

Rt. 2, Box 152

Bruce, SD 57220

693-4121

SW $\frac{1}{4}$ 18-112-49

Charles Rang

Rt. 2, Box 164

Bruce, SD 57220

693-4144

File in Permit or other file as necessary. Use to document conversations and what the other party was told; why action or decision was made.

NAME: Thomas M. Braden

 **Department of
Water & Natural Resources**

Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501-3181

June 8, 1988

Charles Rang
RR #2 Box 164
Bruce, SD 57220

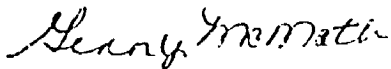
Dear Mr. Rang:

Enclosed is a set of water permit application forms. On a recent inspection trip to your area, you indicated to Tom Brandner, with our office, you would like to file an application for the project originally authorized under Water Permit No. 3348-3.

The inspection, Mr. Brandner conducted on lands authorized under Water Permit No. 3348-3, found the SW 1/4 Section 18, T112N, R49W had not been irrigated since 1981, and the NW 1/4 of the Section had not been developed for irrigation.

The next Water Management Board Meeting an application could be considered at is October 5-6, 1988. If you have any questions, please contact us.

Sincerely,



GENNY MCMATH
Natural Resources Analyst

enclosures



Water Rights Division - DVNR
Conversation or File Documentation

File No. 3348-3

NAME OF PERSON OR FILE: Charles Rang, Jr.

ADDRESS: RR 2, Box 164, Bruce SD COUNTY Brookings

DATE: June 20, 1988 TELEPHONE _____

RE: Status of Water Permit No. 3348-3

COMMENTS: 642-6153

Dave Gullickson with Farmer's Implement and Irrigation called on behalf of Charles Rang, Jr. in regard to Permit No. 3348-3. Mr. Gullickson stated that the system was constructed and used to irrigate the SW 1/4 in 1981 or 1982. Foreclosure proceedings began in 1982 and the land was purchased in March 1988 from the party foreclosing on the Taylors. Mr. Gullickson wanted to determine if the system could be put back into use due to legal excuse for nonuse of the water. I told Mr. Gullickson that documentation (court records) would be needed to verify the length of the legal proceedings. Based on the documentation, a decision would be given regarding the current status of the permit. I told Mr. Gullickson, in response to a question, that just because the Board has not officially cancelled the permit that the permit is still valid. I stated the permit may be forfeited due to nonuse and may not be reinstated by just beginning water use once again.

File in Permit or other file as necessary. Use to document conversations and what the other party was told; why action or decision was made.

ERICKSON & HELSPER, P.C.

LAWYERS

P.O. BOX 198

606 TWENTY-SECOND AVENUE SOUTH

BROOKINGS, SOUTH DAKOTA

570-6-0198

LEWAYNE M. ERICKSON

RICHARD J. HELSPER

SEAN M. O'BRIEN

ERIC N. RASMUSSEN

TERRY D. WIECZOREK

DIAL 692-7775

AREA CODE 605

August 2, 1988

Ms. Genny McMath
Natural Resources Analyst
South Dakota Department of
Water & Natural Resources
Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501



RE: CHARLES RANG

Dear Genny:

Charles Rang of Bruce, South Dakota, has referred to me your letter of June 8, 1988, a copy of which I am enclosing. I am also enclosing a copy of the irrigation permit that was filed with the Brookings County Register of Deeds' Office on August 29, 1985, pertaining to the Southwest Quarter (SW1/4) of Section Eighteen (18). As you are aware, Mr. Rang recently purchased that at auction in February of 1988.

Mr. Rang would like to have the present irrigation permit that is on the land assigned to him so that he would have time this year to make arrangements to obtain an irrigation system. I understand the Water Management Board does not meet until October 5 and 6, 1988, which would not give Mr. Rang any time to get his equipment placed on the land.

I am not aware of any legal reason why the present irrigation permit cannot be assigned to Mr. Rang. You should be aware that the land has been in litigation since as far back as 1984 when my former law partner, George S. Mickelson, represented the prior owners who had brought an action against the tenants of the real estate. The former owners of the real estate then went into default on their bank notes to an Iowa bank in 1985, and that bank commenced foreclosure of the land in 1985. It wasn't until February of 1988 that the Iowa bank obtained clear title with which they could sell the land.

I would appreciate it if you would give this your immediate attention. May I hear from you.

Sincerely,

ERICKSON & HELSPER, P.C.

(COPY)
RICHARD J. HELSPER

RJH:hmh

Enclosures

cc: Mr. John Hatch w/encs.

August 15, 1988

Dear Ms. McMath: May I hear from you.

--R.J.H.--

ERICKSON & HELSPER, P.C.

LAWYERS

P.O. BOX 198

806 TWENTY-SECOND AVENUE SOUTH

BROOKINGS, SOUTH DAKOTA

57006-0198

DIAL 692-7775
AREA CODE 605

LEWAYNE M. ERICKSON
RICHARD J. HELSPER
SEAN M. O'BRIEN
ERIC N. RASMUSSEN
TERRY D. WIECZOREK

September 1, 1988



Ms. Genny McMath
Natural Resources Analyst
South Dakota Department of
Water & Natural Resources
Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501

RE: CHARLES RANG

Dear Genny:

1. I am enclosing copies of the Summons and Complaint by B. G. Wiltfang vs. Merle Taylor and Anna Taylor. The Taylors previously owned the real estate, and it was sold to Beef Barons, Inc., who is one and the same as B. G. Wiltfang. Beef Barons, Inc., of Grinnell, Iowa, purchased the Taylor property by virtue of a Warranty Deed dated September 16, 1982.
2. The Taylors leased back the property for 1983 and failed to make their rental payments which started the Summons and Complaint mentioned above. I am also enclosing a copy of the Judgment signed by the Honorable Gordon Mydland, Circuit Court Judge, which was filed for record March 20, 1985.
3. I am also enclosing a copy of the lawsuit commenced by the Taylors which is dated June 20, 1985. Along with that I am enclosing a copy of the Order signed by Judge Mydland on September 18, 1985, which Order dismisses the Complaint of the Taylors.
4. I am also enclosing a copy of the Complaint by Hawkeye Bank & Trust v. Beef Barons, Inc., and the Wiltfangs, which was started May 15, 1985.
5. In the Hawkeye Bank & Trust case, a Motion for Summary Judgment was made in July of 1986, but shortly after that, B. G. Wiltfang filed bankruptcy, and the matter has been in Bankruptcy Court since that time.
6. I do not have very many copies of anything from the Bankruptcy Court, but I am enclosing a copy of an Application for Sale of Assets which does show the bankruptcy filing number in the state of Iowa.

Ms. Genny McMath
September 1, 1988
Page Two

From and after that time, the Hawkeye Bank & Trust was successful in removing this property from the perview of the Bankruptcy Court, and the matter was scheduled for public auction which was conducted earlier this year at which time my client, Charles Rang, purchased some of the property. Therefore, this matter has been in litigation from and after September of 1984 up until 1988.

I trust that this answers your questions, but if you should have anything further, please let me know.

Sincerely,

ERICKSON & HELSPER, P.C.



RICHARD J. HELSPER

RJH:hnh

Enclosures

STATE OF SOUTH DAKOTA }
COUNTY OF BROOKINGS } SS.

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

B. G. WILTFANG,
Plaintiff,
v.
MERLE TAYLOR and ANNA TAYLOR,
Defendants.

CIV 84-

S U M M O N S

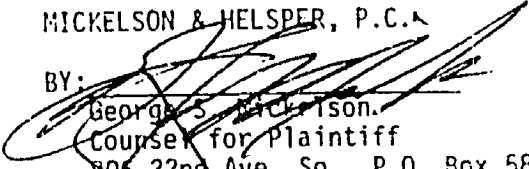
THE STATE OF SOUTH DAKOTA SENTS GREETINGS TO THE ABOVE NAMED DEFENDANTS:

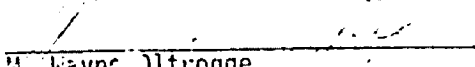
You are hereby summoned and required to answer to the Complaint of the plaintiff in the above entitled action, which is herewith served upon you and will be filed in the office of the Clerk of the above entitled court in the city of Brookings, county of Brookings and state of South Dakota, and to serve a copy of your answer to the said Complaint on the subscribers at their office, the post office address of which is 806 22nd Avenue South, P.O. Box 586, Brookings, South Dakota 57006, within thirty (30) days after the service of this Summons upon you, exclusive of the day of such service, and in case of your failure to answer the said Complaint within that time, judgment by default may be rendered against you as requested in the Complaint.

Dated at Brookings, South Dakota, this 24th day of September, 1984.

MICKELSON & HELSPER, P.C.

BY:


George S. Mickelson
Counsel for Plaintiff
806 22nd Ave. So., P.O. Box 586
Brookings, SD 57006
605/692-7775


M. Wayne Oltrogge
Counsel for Plaintiff
P.O. Box 170
Clear Lake, IA 50428
515/357-6119

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS) SS.

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

B. G. WILTFANG,) CIV 84-
Plaintiff,)
v.)
MERLE TAYLOR and ANNA TAYLOR,) COMPLAINT
Defendants.)

For an action against the defendants, plaintiff alleges as follows:

I.

Plaintiff is a resident of the state of Iowa, and defendants are residents of Brookings County, South Dakota, and the real estate hereinafter referred to is located within Brookings County, South Dakota.

II.

Under date of March 16, 1983, plaintiff's assignor, BEEF BARONS, INC., entered into a Lease Agreement with defendants concerning lease of real estate located in Brookings County, legally described as

Parcel A: The North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Eight (8), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.;

Parcel B: The East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) and Government Lots Three (3) and Four (4), (except Lot H-4 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.; and the East Half of the West Half ($E\frac{1}{2}W\frac{1}{2}$) and

Government Lots One (1), Two (2), Three (3), and Four (4), (except Lots H-3 and H-4 thereof), of Section Eighteen (18), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.

Parcel C: The Southeast Quarter (SE $\frac{1}{4}$), (except Lot H-2 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.

III.

Under the terms of such Lease Agreement, defendants were to pay certain sums of money all as contemplated by the agreement for lease of real estate.

IV.

Plaintiff herein by assignment of BEEF BARONS, INC., became the beneficiary and holds the right, title and interest to the rentals to be paid under the terms of such lease.

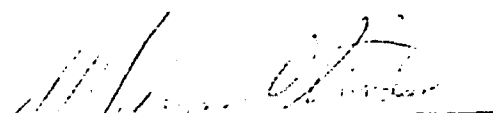
V.

Defendants have failed to make the payment due October 15, 1983, in the sum of \$25,025.00; the payment due April 15, 1984, in the sum of \$21,450.00; and the accrued interest on such amount through and including September 15, 1984, in the sum of \$17,875.00 for a total due of \$64,350.00.

WHEREFORE, Plaintiff prays for judgment against the defendants in the sum of \$64,350.00 together with prejudgment interest thereon as

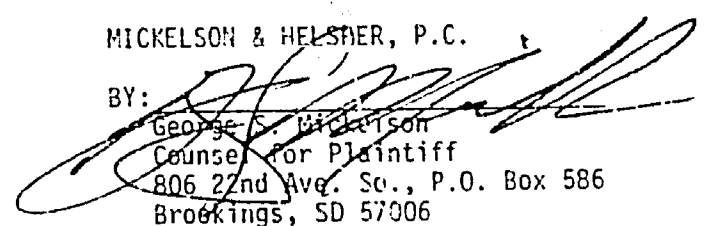
authorized by law, together with costs and disbursements in connection with this action and for such other and further relief as to the court may seem just and equitable.

Dated this 24th day of September, 1984.


M. Wayne Oltrogge
Counsel for Plaintiff
P.O. Box 170
Clear Lake, IA 52428
515/357-6119

MICKELSON & HELSNER, P.C.

BY:


George S. Mickelson
Counsel for Plaintiff
806 22nd Ave. So., P.O. Box 586
Brookings, SD 57006
605/692-7775

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS)

State of South Dakota	}	ss
County of Brookings		
I hereby certify that I have compared the above and foregoing copy with the original now on file in this office and that the same is a true and correct copy thereof, in witness whereof, I have hereunto set my hand and seal this 20 day of March 1985.		
<i>Audrey Anderson</i>		Clerk
<i>Conrad Jones</i>		Deputy

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

B. G. WILTFANG,

Plaintiff,

v.

MERLE TAYLOR and ANNA TAYLOR,

Defendants.

CIV 84-1359

JUDGMENT

Brookings County, S. D.
FILED
IN THE CIRCUIT COURT

Mar 20, 1985
Audrey Anderson Clerk
By *Conrad Jones* Deputy

The above entitled matter having come on for trial before this court in the courtroom in the courthouse in the city of Brookings, Brookings County, South Dakota, on Wednesday, March 20, 1985, pursuant to Order of this court and Notice given; that at the time of such hearing the plaintiff, B. G. WILTFANG, has appeared personally and by counsel of record; and the defendants, and each of them, have failed to appear either personally or by counsel; it appears that the Summons and Complaint were served on the defendants more than thirty (30) days prior to the trial as evidenced by the Affidavits and Return of the Sheriff of Brookings County, which are on file herein; the court having considered the evidence, pleadings and filings herein and having heretofore entered the Findings of Fact and Conclusions of Law, separately stated and being in all things duly advised.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the plaintiff, B. G. WILTFANG, does hereby have judgment against the defendants, MERLE TAYLOR and ANNA TAYLOR, in the sum of \$64,350.00 together with costs in the sum of \$60.00 for a total of \$64,410.00.

FURTHER, IT IS ORDERED, ADJUDGED AND DECREED That the plaintiff shall have possession of the real estate legally described as

Parcel A -- The North Half of the Southwest Quarter (N1/2SW1/4) of Section Eight (8), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.; and,

Parcel B -- The East Half of the Southwest Quarter (E1/2SW1/4) and Government Lots Three (3) and Four (4) (except Lot H-4) in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.; and the East Half of the West Half (E1/2W1/2) and Government Lots One (1), Two (2), Three (3), and Four (4) (except Lots H-3 and H-4 thereof), of Section Eighteen (18), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.; and

Parcel C -- The Southeast Quarter (SE1/4) (except Lot H-2 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.;

All in Brookings County, South Dakota.

Dated this 20th day of March, 1985.

ATTEST:

Audrey Anderson
Clerk of Courts

by Connie Jones,
Deputy.

BY THE COURT:

Circuit Judge

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

✧ ✧ ✧ ✧ ✧ ✧ ✧ ✧ ✧ ✧ ✧

-VS-

COMPLAINT

BERNHARD G. WILTFANG, a/k/a
B.G. WILTFANG,
Defendant

Comes now the plaintiffs and for their cause of action against the defendant, state, complain and allege as follows:

I. —

Plaintiffs are both residents of Brookings County, South Dakota.

II.

That the defendant is a resident of Poweshiek County, Iowa.

III.

The plaintiffs were prior owners of the following described real estate located in Brookings County, consisting of approximately 666 acres, to-wit:

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{2}$) of Section Eight (8), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.;

The East Half of the Southwest Quarter (E½ SW¼) and Government Lots Three (3) and Four (4) (except Lot H-4) in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M.; and the East Half of the West Half (E½ W½) and Government Lots One (1), Two (2), Three (3) and Four (4) (except Lots H-3 and H-4 thereof), of Section Eighteen (18), Township One Hundred Twelve (112) North, Range Forty-nine (49) West of the 5th P.M..

IV.

That this Court has jurisdiction over this matter and the defendants by reason of SDCL 1967 15-7-2(1) and also by reason of SDCL 1967 15-7-2(3).

V.

On or about January 29th, 1981, the plaintiffs did sign a real estate mortgage to Thorp Credit, Inc., an Iowa corporation located in the County of Woodbury in the State of Iowa. That subsequently, the mortgage was renewed and extended on December 21st, 1981, and covered all of the above described real estate owned by the plaintiffs.

VI.

The plaintiffs received a telephone call in the summer of 1982 from an officer of Thorp Credit, Inc., advising them that said corporation was terminating, and that the plaintiffs would have to find financing elsewhere. At that time they were informed by the office of Thorp Credit, Inc., that they should contact John F. Range of Omaha, Nebraska, for possible financing.

VII.

That based upon said conversation, plaintiffs did contact John F. Range of Omaha, Nebraska, and were informed by him that the defendant would be interested in financing them and paying off the loan that the plaintiffs had with Thorp Credit, Inc..

VIII.

As a result of several conversations, the plaintiffs and the defendant met on September 16th, 1982, at the Brookings County Courthouse in Brookings, South Dakota. The plaintiffs were informed

by the defendant and his attorney, Wayne Oltrogge that the financing could only proceed and would be in the best interests of the plaintiffs if the plaintiffs deed over their property to Beef Barons, Inc., a corporation owned and operated by the defendant.

IX.

Based upon the assurances of the defendant that the financing would only be temporary and that the defendant would obtain permanent financing for the plaintiffs, the plaintiffs did sign a warranty deed to Beef Barons, Inc., which said deed was duly recorded at the Register of Deeds Office in Brookings County, South Dakota.

X.

That in return for the warranty deed above provided, the defendant indicated that he would pay off Thorp Credit, Inc., in the approximate amount of \$155,000.00, which was done. Approximately \$16,000.00 was given to the plaintiffs, and \$5,000.00 was used to pay-off an irrigation system bill of the plaintiffs. The remaining balance was used to pay Wayne Oltrogge, attorney for the defendant, as well as John F. Range and a finders fee to a bank in Iowa. There was no itemized statement or closing statement furnished to the plaintiffs.

XI.

That subsequently, on February of 1983, the defendant and his attorney, Wayne Oltrogge went to Brookings and informed the plaintiffs that the defendant was going to have the property financed by the Equitable Life Assurance Company of Iowa. Thereafter, on March 16th, 1983, the plaintiffs did enter into an Agreement for Lease of Real Estate with Beef Barons, Inc., whereby

Beef Barons, Inc., agreed to lease the real property above described to the plaintiffs for a three (3) year period, calling for rental to be paid yearly, said total rental being in the sum of \$84,012.50.

XII.

In April of 1983 the plaintiffs were then induced to enter into an Option to Purchase with Beef Barons, Inc., whereby the defendant did agree to sell back to the plaintiffs the real estate involved for a total amount of \$255,000.00, which was computed roughly as follows:

\$185,000.00 on the original principal, a \$10,000.00 finders fee to be paid to the defendant on the original loan of \$185,000.00, interest at 21% per annum for 7 months on the original loan of \$185,000.00, a 3% finders fee to the Hawkeye Bank and Trust of Mason City, Iowa, and a second finders fee to the defendant in the amount of \$35,000.00.

The plaintiffs received no closing statement or financial statement of any kind, nor did they receive any money at the time of the signing of the Option to Purchase.

XIII.

That during this entire period of time, the defendant made continuous representations to the plaintiffs that he would obtain financing in the near future, that he would take care of the plaintiffs, and that he would deed the property back to them once this financing was lined up by him.

XIV.

That after the option to purchase expired on February 15th, 1984, the defendant, by and through his attorney of record, still informed the plaintiffs that he would be happy to convey the pro-

perty back to them once permanent financing was obtained, that the defendant was in the process of obtaining the financing and that it would only be a short time before the matter was completed.

XV.

Beef Barons, Inc., deeded the property involved in this law suit to the defendant by means of a warranty deed dated April 27th, 1984.

XVI.

Your plaintiffs believe the land to be worth \$875.00 an acre, for a total value of \$582,750.00

XVII.

That the above acts of the defendant constitute deceit under the provisions of SDCL 20-10-1 by the many ascertains by the defendant that he would obtain immediate financing for the plaintiffs, when in fact he had no reasonable grounds for believing such ascertains to be true. Further, that the defendant suppressed various facts to the plaintiffs concerning the financing of the plaintiffs property, when in fact the defendant was bound to disclose such facts, including the interest rate that was being charged to him, not submitting a disclosure statement, by giving information which was likely and did mislead the plaintiffs to signing the various legal documents referred to above. That all of said acts constitute deceit and fraud on the part of the defendant.

XVIII.

Your plaintiffs further request exemplary damages because of the fraud and the inducement perpetrated by the defendant with an intention to deceive the plaintiffs, and further state that said

acts of the defendant were fraud in the fact that the experience and knowledgeable position of the defendant was much greater than that of the plaintiffs.

XIX.

That said acts of the defendant were done intentionally and were unreasonable, and the defendant should have recognized that such acts by him in inducing the plaintiffs to sign said legal instruments and by further not advising them that the defendant would be unable to obtain financing, were all acts that resulted in emotional distress to the plaintiffs.

XX.

The representations of the defendant that a warranty deed had to be signed by the plaintiffs in order to obtain the financing by the defendant through the bank in Iowa, and that said act was in the best interests of the plaintiffs, and the further silence on the part of the defendant by not informing the plaintiffs that the defendant would not be able to obtain financing for them all are acts that constitute deceit under South Dakota Law.

XXI.

The plaintiffs demand a jury trial.

WHEREFORE, plaintiffs pray for judgment against the defendant as follows:

1. Damages for loss of real estate at \$875.00 an acre on 666 acres for a total of \$582,750.00.
2. Exemplary and punitive damages in the amount of \$500,000.00
3. Emotional distress suffered by the plaintiffs in the amount of \$200,000.00.

4. For attorney fees, costs and disbursements of this action, together with such other relief as to the Court may seem just and equitable.

Dated at Flandreau, South Dakota, this 20th day of June, 1985.

/s/ John A. Shaeffer
John A. Shaeffer
Attorney for the Plaintiffs
P.O.Box 304
Flandreau, South Dakota 57028

STATE OF SOUTH DAKOTA)
COUNTY OF MOODY) :SS

VERIFICATION

Merle J. Taylor and Anna M. Taylor, being first duly sworn upon oath, state and depose that they are the plaintiffs above named, that they have read the above complaint and that the contents thereof are true as to their best knowledge.

Dated this 20th day of June, 1985.

/s/ Merle J. Taylor
Merle J. Taylor

/s/ Anna M. Taylor
Anna M. Taylor

Subscribed and sworn to before me this 20th day of June, 1985, at Flandreau, South Dakota.

/s/ John A. Shaeffer
John A. Shaeffer
Notary Public, South Dakota

My commission expires: August 13, 1989.

(SEAL)

STATE OF SOUTH DAKOTA)
) S
COUNTY OF BROOKINGS)

THIRD JUDICIAL CIRCUIT

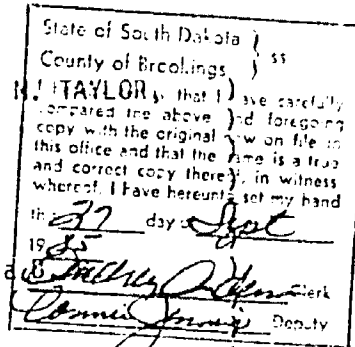
MERLE J. TAYLOR and ANNA M. TAYLOR,

Plaintiffs,

v.

BERNHARD G. WILTFANG, aka
WILTFANG,

Defendant.



CIV 85-1227

ORDER

(July 18 3-1053)
Brookings County, S. D.
FILED
IN THE CIRCUIT COURT

Sept. 18, 1985
Audrey O. Anderson Clerk
By Bernard G. Wiltfang Deputy

The above entitled matter having come on for hearing before the honorable GORDON MYDLAND, Circuit Court Judge presiding; the plaintiffs not appearing in person but by and through their attorney, JOHN A. SHAEFFER of MILLER & SHAEFFER, Flandreau, South Dakota, and the defendant not personally appearing, but appearing by and through counsel of record, RICHARD J. HELSPER of MICKELSON & HELSPER, P.C. of Brookings, South Dakota; and the court having reviewed the defendants Affidavit and Motion for Summary Judgment, having treated said motion as a motion to dismiss, upon a determination that plaintiffs had notice of the Motion to Dismiss, and the court having reviewed the responsive Affidavit of the plaintiffs signed by their attorney, and having reviewed the Memorandum of Law submitted to the court, and furthermore, having reviewed prior litigation between the parties entitled B. G. WILTFANG v. MERLE TAYLOR and ANNA M. TAYLOR, CIV 85-1359, Brookings County, and after hearing arguments of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the Complaint of the plaintiffs in the above entitled matter is hereby dismissed pursuant to SDCL 15-6-13 for failure of plaintiffs to raise a compulsory counterclaim in a previous action, and for failure to state a claim upon which relief can be granted, in that plaintiff's claim is barred by the judicial doctrine of res judicata.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That this Order is based upon the following:

1. That in CIV 84-1359, the plaintiff, B. G. WILTFANG, commenced an action for lease payments pursuant to a land lease between the plaintiff and the defendants, TAYLOR, said action being commenced on September 24, 1984, and being answered by the TAYLOR's attorney, JOHN A. SHAEFFER, on November 23, 1984, with an Order for trial signed by this court on February 7, 1985, and the matter having been tried to the court on March 20, 1985, with neither the defendants nor their attorney appearing and the court entering Judgment and

Findings of Fact and Conclusions of Law in favor of the plaintiff. That the issue in the case was whether or not the defendants owed the plaintiff lease payments concerning real estate that the plaintiff had purchased from the defendant previously.

2. That when the defendants failed to remove themselves from the premises, the plaintiff, WILTFANG, brought a Notice to Quit and Vacate, dated April 22, 1985, which resulted in a Complaint for Forcible Entry and Detainer being served on the defendants on April 29, 1985, and the defendants, by and through their attorney, JOHN A. SHAEFFER, specifically answered the Complaint for Forcible Entry and Detainer, and in paragraph III denied specifically that the plaintiff was the owner of the real property involved. That the matter came on for trial on May 6, 1985, at which time the court decreed that the plaintiff was entitled to possession of all the tillable land immediately, and that the defendants had 30 days from and after May 6, 1985, with which to vacate the building site.

Dated this 18 day of September, 1985.

BY THE COURT

Circuit Judge

ATTEST:

Audrey Anderson
Clerk of Courts

by Connie Jennings,
Deputy

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS)

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

POKESHEK COUNTY SHERIFF
MONTEZUMA, IOWA

HAWKEYE BANK & TRUST,

Plaintiff,

vs.

BEEF BARONS, INC.,
A Corporation; B. G.
WILTFANG; B. BERNADINE
WILTFANG; and BROOKINGS
COUNTY, SOUTH DAKOTA,

Defendants.

SUMMONS

Brookings County, S. D.
FILED
IN THE CIRCUIT COURT

17 May 15, 1985

Quincy Anderson Clerk
By *Conrad J. J. J.* Deputy

State of South Dakota }
County of Brookings. } ss.
I hereby certify that I have carefully
compared the above and foregoing
copy with the original now on file in
this office and that the same is a true
and correct copy thereof, in witness
whereof, I have hereunto set my hand
this 15 day of May
1985
Quincy Anderson Clerk
Conrad J. J. J. Deputy

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to serve upon Jeffrey R. Mohrhauser and Charles W. McManigal, plaintiff's attorneys, whose address is 300 Toy National Bank Building, Sioux City, Iowa 51101, an answer to the complaint which is herewith served upon you filed in the Office of the Clerk of the Circuit Court of the Third Judicial Circuit at Brookings in and for the County of Brookings, State of South Dakota, within thirty days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This action affects real property situated in the County of Brookings, State of South Dakota, described as follows:

Parcel A: The North Half of the Southwest Quarter (N 1/2 SW 1/4) of Section Eight (8), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

Parcel B: The East Half of the Southwest Quarter (E 1/2 SW 1/4) and Government Lots Three (3) and Four

(4), (except Lot H-4 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.; and the East Half of the West Half (E 1/2 W 1/2) and Government Lots One (1), Two (2), Three (3), and Four (4), (except Lots H-3 and H-4 thereof), of Section Eighteen (18), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

Parcel C: The Southeast Quarter (SE 1/4), (except Lot H-2 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

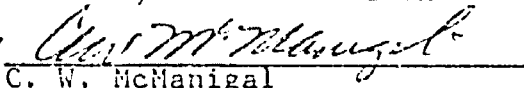
KINDIG, BEEBE, RAWLINGS,
NIELAND, PROBASCO & KILLINGER

BY


Jeffrey R. Mohrhauser
300 Toy National Bank Building
Sioux City, Iowa 51101
(712) 277-2373

LAIRD, BURINGTON, HEINY,
McMANIGAL, WALTERS & WINGA

BY


C. W. McManigal
300 American Federal Building
P. O. Box 1567
Mason City, Iowa 50401
(515) 423-5154

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS) SS

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

HAWKEYE BANK & TRUST,

Plaintiff,

vs.

BEEF BARONS, INC.,
A Corporation; B. G.
WILTFANG; B. BERNADINE
WILTFANG; and BROOKINGS
COUNTY, SOUTH DAKOTA,

Defendants.

85-1162

AFFIDAVIT THAT DEFENDANTS
ARE NOT IN THE MILITARY
OR NAVAL SERVICE

Brookings County, S. D.
FILED
IN THE CIRCUIT COURT

May 15, 1985

Audrey Anderson Clerk
By Conrad Janning Deputy

STATE OF IOWA)
WOODBURY COUNTY) SS

I, JEFFREY R. MOHRHAUSER, having been first duly sworn
on oath, do hereby depose and state:

1. I am one of the attorneys for the plaintiff in the
above-entitled action.

2. To the best of my information and belief, none of
the defendants named herein are now in any branch of the military
or naval service of the United States of America.

Jeffrey R. Mohrhauser
Jeffrey R. Mohrhauser

Subscribed and sworn to before me this 3rd day of May, 1985.

James J. McBride
Notary Public

County of Brookings	SS.
I hereby certify that I have carefully examined the above and foregoing copy with the original now on file in this office and that the same is a true and correct copy thereof, in witness whereof I have hereunto set my hand this 15 day of May 1985.	
10 <u>BE</u>	
<u>Audrey Anderson</u> Clerk	
<u>Conrad Janning</u> Deputy	

STATE OF SOUTH DAKOTA)
COUNTY OF BROOKINGS) SS

IN CIRCUIT COURT
THIRD JUDICIAL CIRCUIT

85-1162

HAWKEYE BANK & TRUST,

Plaintiff,

vs.

BEEF BARONS, INC.,
A Corporation; B. G.
WILTFANG; B BERNADINE
WILTFANG; and BROOKINGS
COUNTY, SOUTH DAKOTA,

Defendants.

COMPLAINT

Brookings County, S. D.
FILED
IN THE CIRCUIT COURT

May 15, 1985

State of South Dakota	} ss.
County of Brookings	
I hereby certify that I have carefully compared the above and foregoing copy with the original now on file in this office and that the same is a true and correct copy thereof, in witness whereof, I have hereunto set my hand this <u>15</u> day of <u>May</u> 19 <u>85</u>	
<u>Andru Anderson</u> Clerk	<u>Comie Young</u> Deputy

Plaintiff states:

By Comie Young Deputy

1. Plaintiff is a State Bank organized under the laws of the State of Iowa with its principal place of business in Mason City, Cerro Gordo County, Iowa.

2. Defendant Beef Barons, Inc. is an Iowa corporation with its principal place of business at Grinnell, Poweshiek County, Iowa. The registered agent at that address is B. G. Wiltfang.

3. Defendants B. G. Wiltfang and B. Bernadine Wiltfang are residents of Poweshiek County, Iowa. Defendant B. Bernadine Wiltfang is the spouse of B. G. Wiltfang.

4. Defendant Brookings County is a South Dakota county.

5. Defendant Beef Barons, Inc. made, executed and delivered a Promissory Note to plaintiff on or about April 13, 1983, in the principal sum of \$250,000 with interest thereon, all principal and accrued interest due on or before April 30, 1984. A copy of the Promissory Note is attached hereto as Exhibit "A".

6. The Promissory Note (Exhibit "A") is secured by a First Real Estate Mortgage on the following-described real estate in Brookings County, South Dakota, to-wit:

Parcel A: The North Half of the Southwest Quarter (N 1/2 SW 1/4) of Section Eight (8), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

Parcel B: The East Half of the Southwest Quarter (E 1/2 SW 1/4) and Government Lots Three (3) and Four (4), (except Lot H-4 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-Nine (49), West of the 5th P.M.; and the East Half of the West Half (E 1/2 W 1/2) and Government Lots One (1), Two (2), Three (3), and Four (4), (except Lots H-3 and H-4 thereof), of Section Eighteen (18), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

Parcel C: The Southeast Quarter (SE 1/4) (except Lot H-2 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

7. The Real Estate Mortgage was made, executed, and delivered by Beef Barons, Inc. to plaintiff on or about April 13, 1983, and filed for record on April 18, 1983, in the Office of the Brookings County Register of Deeds in Volume 132 of Mortgages, Pages 591-594. A copy of the Real Estate Mortgage is attached hereto as Exhibit "B".

8. Book 104 of Deeds, Page 312 in the office of the Brookings County Register of Deeds shows a conveyance from defendant Beef Barons, Inc. to defendant B. G. Wiltfang by Warranty Deed datd April 27, 1984, and filed for record May 2, 1984. The conveyance purports to convey the real estate described herein.

9. Defendant Beef Barons, Inc. is delinquent in payment of \$250,000 in principal and \$74801.90 accrued interest due and owing under the terms of the Promissory Note (Exhibit "A"). Interest accrues at \$102.74 per day. Defendant Beef Barons, Inc. has also failed to make timely payment of real estate taxes as required by the mortgage.

10. Plaintiff has advanced \$204.47 for abstracting pursuant to the terms of the Note and Mortgage (Exhibits "A" and "B" respectively).

11. To the best of plaintiff's knowledge, none of the defendants are in the military service of the United States, nor are any defendants entitled to the privileges of the Soldiers and Sailors Relief Act of 1940, as amended. A Soldiers and Sailors Relief Affidavit is filed herewith.

12. The Promissory Note (Exhibit "A") and the Real Estate Mortgage (Exhibit "B") provide for attorney fees.

13. No other proceedings have been had at law or otherwise for recovery of the debt secured by the mortgage (Exhibit "B") or any part thereof.

14. The fair and reasonable value of the mortgaged property described herein is less than the indebtedness held by plaintiff.

15. Plaintiff reasonably believes that defendant B. G. Wiltfang has or claims to have some interest in the above-described real estate by virtue of the conveyance identified in paragraph 8 above, but whatever interest B. G. Wiltfang has is junior and inferior to the lien of plaintiff's mortgage.

16. Defendant Brookings County, South Dakota claims a lien on the above-described real estate by virtue of a general real estate tax lien.

17. Plaintiff has made demand for payment and notice to cure on defendant Beef Barons, Inc. and that demand and notice has not been satisfied. A copy of the notice is attached hereto as Exhibit "C". A copy of the return receipt for the notice is attached hereto as Exhibit "D".

WHEREFORE, plaintiff prays:

1. For judgment against defendant Beef Barons, Inc. and for judgment in rem against the above-described real estate for the principal sum of \$250,000, together with interest thereon as of ~~May 1, 1935~~ and the sum of \$ 74801.90 plus per diem interest of \$102.74 per day plus \$204.50 advanced for abstracting pursuant to the terms in the Note and Mortgage and accruing advances, plus reasonable attorney fees, costs and accruing costs;

2. That the Mortgage (Exhibit "B") be established as a first, prior and paramount lien against the above-described real estate and be declared superior and paramount to the interest, lien and claims of each and all defendants, and that the mortgage be foreclosed and that all claims, rights, title and interest of the defendants, and each of them, in or to or upon said

real estate be declared junior and inferior to the rights and liens of the plaintiff, and that the right, title and interest of the defendants, and each of them, be forever barred and foreclosed except for such redemption rights as provided by law;

3. That upon the expiration period of redemption as provided by law, the mortgaged real estate, if possession be not be immediately surrendered to the grantee of the Sheriff's Deed to be issued under said execution, a writ of possession be issued directing the Sheriff of the County to put such grantee in possession of the mortgaged premises;

4. That in the event plaintiff is required to advance any further sums for taxes, insurance, additional abstracting, or other advances pursuant to the Note and Mortgage, plaintiff be given an additional lien against the real estate for any such amounts so advanced;

5. That the Court determine the fair and reasonable value of the above-described real estate as provided by SDCL §21-47-16; and

6. For such other relief as the court deems just and equitable.

LAIRD, BURINGTON, HEINY,
McMANIGAL, WALTERS & WINGA

BY C. W. McManigal

C. W. McManigal
P. O. Box 1567
Mason City, Iowa 50401
(515) 423-5154

KINDIG, BEEBE, RAWLINGS,
NIELAND, PROBASCO & KILLINGER

BY Jeffrey R. Mohrhauser

Jeffrey R. Mohrhauser
300 Toy National Bank Building
Sioux City, Iowa 51101
(712) 277-2373

ATTORNEYS FOR PLAINTIFF

April 30, 1981 (*See Attached Rate Agreement)
Hawkeye Bank & Trust after date the undersigned
jointly and severally promises to pay to the order of
MASON CITY, IOWA
Two Hundred Fifty Thousand and no/100-- DOLLARS

at its offices with interest payable on the unpaid balance at the rate of 15% per cent per annum from date
and with interest thereon from maturity at the aforesaid rate or at the rate of 15% per cent per annum, whichever is greater, from
maturity until paid.

The undersigned agree(s) to pay an attorney's fee, cost of collection, or both, upon default. Undersigned grants a security interest in and the
Bank shall have at all times a right of set-off against any deposit balances of any maker, guarantor, and endorser hereof and may at any time,
without notice, apply the same against payment of this Note or any other obligations of the undersigned to Bank, whether due or not and regard-
less of the existence or amount of any other security held by Bank, and shall be deemed to have exercised such right of set-off and to have
made a charge against any such money immediately in the event of any default under this Note if charge is made or entered on the books of
Bank, even though subsequent thereto. Whenever Bank or a holder deems itself insecure, this Note shall be immediately due and payable
without demand.

Maker(s), endorser(s), guarantor(s) and other parties hereto jointly and severally waive presentment, demand, protest, notice of dishonor
and agree to extensions of time without notice, and consent to the addition or release of any other party or persons primarily or secondarily
liable and consent to the release of any collateral held hereunder.

To secure payment of this Note, the undersigned has granted a security interest in and has delivered to said Bank certain property, to-wit:

Real Estate Mortgage dated April 13, 1983

To further secure the payment of this Note, the undersigned grants to Bank a security interest in all other property of the undersigned now
or hereafter in the possession or control of Bank. Bank may demand that it be granted a security interest in and have delivered to Bank addi-
tional collateral of quality and amount satisfactory to Bank.

At the option of the holder, all obligations shall become immediately due and payable without notice or demand upon the occurrence of any
of the following events of default: (a) failure of the undersigned, with or without demand or notice, to promptly deliver additional security as
above agreed; (b) default in the payment or performance of any liability or obligation of any of the undersigned, or of any maker, endorser, or
guarantor of any liability or obligation of any of the undersigned, to the holder; (c) failure to pay when due any premium on any life insurance
policy held as collateral hereto; (d) death, dissolution, termination of existence, insolvency, business failure, garnishment or other levy against
any property or rights of, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commence-
ment of any proceedings under any bankruptcy or insolvency laws by or against, any maker, endorser, or guarantor hereto. Upon the occurrence
of any such event of default, and at any time thereafter, the holder shall have the remedies of a secured party under the laws of the State
of Iowa.

Right is expressly granted to the holder at its option to transfer at any time to itself or to its nominee any securities pledged hereunder and
to receive the income and proceeds thereon.

The holder may at its option, whether or not this Note is due, demand, sue for, collect, or make any compromise or settlement it deems
desirable with reference to collateral held hereunder. The holder shall not be bound to take any steps necessary to preserve any rights in the
collateral against prior parties, which the undersigned hereby assumes to do.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right
under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any, such right or remedy on any future occasion.

The collateral now or hereafter pledged hereunder may be held to further secure any other liabilities of the undersigned to said Bank due
or to become due or hereafter created and all provisions of this Note shall apply to said other liabilities when this Note has been paid or is due
and payable.

As herein used, the word "holder" shall mean the payee or other endorsee of this Note, who is in possession of it, or the bearer hereof,
if this Note is at the time payable to the bearer.

Purpose of loan: Refinance Real Estate

R. R. #2
Address: Grinnell, Iowa 50112
Hawkeye Bancorporation DC25 9/79 Pinney
BEEF BARONS, INC. (an Iowa Corporation)
By: B. G. Wiltfang, President

February 13, 1985

Principle Balance : \$250,000.00
Accrued Interest : 66,890.94
Per Diem : 102,7397

Exhibit "A"

April 30, 1961 (*See Attached Rate Agreement)

April 13, 1963

jointly and severally promise(s) HAWKEYE BANK & TRUST after date the undersigned

to pay to the order of MASON CITY, IOWA

Two Hundred Fifty Thousand and no/100 ----- DOLLARS

at its offices with interest payable on the unpaid balance at the rate of 15* per cent per annum from date

and with interest thereon from maturity at the aforesaid rate or at the rate of 15* per cent per annum, whichever is greater, from maturity, until paid.

The undersigned agree(s) to pay an attorney's fee, cost of collection, or both, upon default. Undersigned grants a security interest in and the Bank shall have at all times a right of set-off against any deposit balances of any maker, guarantor, and endorser hereof and may at any time, without notice, apply the same against payment of this Note or any other obligations of the undersigned to Bank, whether due or not and regardless of the existence or amount of any other security held by Bank, and shall be deemed to have exercised such right of set-off and to have made a charge against any such money immediately in the event of any default under this Note if charge is made or entered on the books of Bank, even though subsequent thereto. Whenever Bank or a holder deems itself insecure, this Note shall be immediately due and payable without demand.

Maker(s), endorser(s), guarantor(s) and other parties hereto jointly and severally waive presentment, demand, protest, notice of dishonor and agree to extensions of time without notice, and consent to the addition or release of any other party or persons primarily or secondarily liable and consent to the release of any collateral held hereunder.

To secure payment of this Note, the undersigned has granted a security interest in and has delivered to said Bank certain property, to wit:

Real Estate Mortgage dated April 13, 1963

To further secure the payment of this Note, the undersigned grants to Bank a security interest in all other property of the undersigned now or hereafter in the possession or control of Bank. Bank may demand that it be granted a security interest in and have delivered to Bank additional collateral of quality and amount satisfactory to Bank.

At the option of the holder, all obligations shall become immediately due and payable without notice or demand upon the occurrence of any of the following events of default: (a) failure of the undersigned, with or without demand or notice, to promptly deliver additional security as above agreed; (b) default in the payment or performance of any liability or obligation of any of the undersigned, or of any maker, or forser, or guarantor of any liability or obligation of any of the undersigned, to the holder; (c) failure to pay when due any premium on any life insurance policy held as collateral heretofore; (d) death, dissolution, termination of existence, insolvency, business failure, garnishment or other levy against any property or rights of, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, any maker, endorser, or guarantor heretofore. Upon the occurrence of any such event of default, and at any time thereafter, the holder shall have the remedies of a secured party under the laws of the State of Iowa.

Right is expressly granted to the holder at its option to transfer at any time to itself or to its nominee any securities pledged hereunder and to receive the income and proceeds thereon.

The holder may at its option, whether or not this Note is due, demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to collateral held hereunder. The holder shall not be bound to take any steps necessary to preserve any rights in the collateral against prior parties, which the undersigned hereby assumes to do.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

The collateral now or hereafter pledged hereunder may be held to further secure any other liabilities of the undersigned to said Bank due or to become due or hereafter created and all provisions of this Note shall apply to said other liabilities when this Note has been paid or is due and payable.

As herein used, the word "holder" shall mean the payee or other endorsee of this Note, who is in possession of it, or a bearer hereof, if this Note is of the time payable to the bearer.

Purpose of loan Refinance Real Estate

R. R. #2

Address Grinnell, Iowa 50112

☒ Hawkeye Bancorporation DC25 9/79 Pinney

REEF BARONS, INC. (an Iowa Corporation)

By: B. G. Wiltfang

B. G. Wiltfang, President

February 13, 1985

Principle Balance : \$250,000.00

Accrued Interest : 66,890.94

Per Diem : 102,7397

Exhibit "A"

THIS MORTGAGE Made the 15th day of April A.D. 1943 between

Beef Barons, Inc., an Iowa Corporation

hereinafter (whether one or more in number) called Mortgages, and Hawkeye Bank & Trust of Mason City of the City of Mason City, hereinafter called Mortgagee.

WITNESSETH, That Mortgages, in consideration of the sum of (\$250,000.00) Two Hundred Fifty Thousand and no/100-----dollars to them in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Mortgagee, forever, the following described Real Estate in the South Dakota County of Brookings, State of Iowa, to-wit:

"Parcel A: The North Half of the Southwest Quarter (N1/2SW1) of Section Eight (8), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

Parcel B: The East Half of the Southwest Quarter (E1/2SW1) and Government Lots Three (3) and Four (4), (except Lot H-4 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.; and the East Half of the West Half (E1/2W1) and Government Lots One (1), Two (2), Three (3), and Four (4), (except Lots H-3 and H-4 thereof), of Section Eighteen (18), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M.

Parcel C: The Southeast Quarter (SE1), (except Lot H-2 thereof), in Section Seven (7), Township One Hundred Twelve (112) North, Range Forty-Nine (49) West of the 5th P.M."

Together with Mortgages' interest as lessors in and to all leases of said premises, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Mortgages during the life of this mortgage or any extension or renewal hereof, reserving to Mortgages their statutory equity and redemption rights therein; provided and hereby intending that in case of foreclosure sale the lessors' interest in any such leases then in force shall, upon expiration of Mortgages' right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by said purchaser to terminate or enforce any of such leases hereafter made and together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all engines, boilers, elevators and machinery, and all heating apparatus, electrical equipment, air-conditioning equipment, water and gas fixtures, shades, awnings, screens, storm sash and blinds, and all fixtures of every description, belonging to said Mortgages, which are or may be placed or used upon the premises above described, or appurtenant thereto, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the same unto Mortgagee forever, for the purposes and upon the uses herein set forth, free from all rights and benefits accruing to a surviving spouse under the laws of the State of Iowa, which said rights and benefits Mortgages do hereby expressly release and waive.

CONDITIONED, HOWEVER, That if Beef Barons, Inc., an Iowa Corporation, Iowa Mortgagee shall pay or cause to be paid to Mortgagee, at its office in the City of Mason City, the principal sum of (\$250,000.00) Two Hundred Fifty Thousand and no/100-----dollars with final maturity on April 30, 1984 and with interest, according to the terms of a promissory note of even date herewith executed by them and payable to the order of Mortgagee, which together with all extensions, renewals and modifications thereof and all other notes given in substitution thereof is referred to herein as the "note", and shall likewise pay or cause to be paid such additional sums, with interest thereon, as are secured by this mortgage, and shall also fully perform all the covenants, conditions and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect.

Exhibit "B"

IT IS MUTUALLY AGREED THAT

1. Mortgagee shall be subrogated to the lien of any and all prior mortgages, liens or charges paid and discharged from the proceeds of the note hereby secured, and even though said prior liens have been released of record, the repayment of said note shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

2. Whenever by the terms of this instrument or of said note, Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.

3. All Mortgages shall be jointly and severally liable for fulfillment of the covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

4. In case default shall be made in the payment of any installment of said note or of interest thereon when due or if there shall be a failure on the part of Mortgagee to comply with any covenant, condition or provision of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified shall, at the option of Mortgagee and without notice to Mortgagee (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise.

5. If the note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or other legal proceedings, Mortgagee shall pay a reasonable attorney's fee for any service rendered by an attorney in connection therewith, and all expenses incurred in procuring evidence of title for purposes of the litigation, and such attorney's fee and expenses shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.

6. Upon commencement of any proceeding to enforce or foreclose this mortgage, or at any time thereafter until expiration of the period of redemption, the court having jurisdiction of the case shall, at the request of Mortgagee, appoint a receiver to take immediate possession of said premises, to rent the same, to collect all rents and profits accruing therefrom and to apply the receipts as the court may order, in full or in part of receivership and foreclosure costs, taxes, insurance premiums, property taxes, liens and all indebtedness hereby secured.

7. Notwithstanding anything in this mortgage or the note secured hereby to the contrary, neither this mortgage nor said note shall be deemed to impose on the Mortgagee any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.

8. Any award of damages under condemnation for injury to or taking of any part or all of said property is hereby assigned to Mortgagee with authority to apply or receive the moneys received, as above provided for insurance loss proceeds.

9. As additional security for the repayment of the indebtedness hereby secured, and the payment of taxes, special assessments, ground rents, and other charges and fire and other hazard insurance premiums, Mortgagee, agree to deposit with Mortgagee, if requested by it, monthly or other periodic payments in amounts which, as estimated by Mortgagee from time to time, shall be sufficient to meet, as they become due, such taxes, assessments, rents, charges and premiums. If at any time the funds so held by Mortgagee shall be insufficient to pay any tax, assessment, rent, charge or premium, Mortgagee shall, upon receipt of notice thereof, immediately deposit with Mortgagee such additional funds as may be necessary to remove the deficiency. It is agreed that all sums so deposited shall be irrevocably appropriated to Mortgagee in trust, to be applied to the payment of such taxes, assessments, rents, charges and premiums, and at the option of Mortgagee, after default, to be applied on the indebtedness hereby secured.

10. As additional security for the repayment of the indebtedness hereby secured, Mortgagee hereby assign to Mortgagee all their right, title and interest in and to all existing leases and all future leases upon or affecting the mortgaged premises, together with any extensions or renewals of such leases, and all rentals and income arising from said premises provided that, so long as there is no default in any of the terms or conditions of this mortgage or of the note hereby secured, or of any extension or renewal thereof, Mortgagee shall continue to manage said premises as owners and collect all income arising therefrom, but only as it accrues, rendering such reports as may be required by Mortgagee.

In the event of any default in the performance of any agreement or covenant in said note or this mortgage, Mortgagee, upon demand, will immediately deliver to Mortgagee, or its appointee, all leases or agreements for occupancy of space in said premises, together with a separate and specific assignment of each of them to Mortgagee, or its appointee, in form approved by Mortgagee; and Mortgagee, with or without such specific assignment, may take possession and assume the management of said premises and collect the rentals and other income therefrom, execute all powers and authority reserved to the lessor under the lease terms, including any right or power therein to forfeit or cancel such lease, and modify the provisions of present lease and make new leases or rental contracts in the name of the owner of the property, or otherwise; and the lessees and other occupants of said premises are hereby authorized and directed, upon demand, to pay to Mortgagee, or any person designated by it for that purpose, all amounts due or to become due from them under said leases and any extensions or renewals thereof, or by reason of such occupancy; and such possession and management by Mortgagee shall not in any way affect its rights of foreclosure and the appointment of a receiver as hereinbefore provided.

MORTGAGOR'S COVENANT AND AGREES:

1. That at the time of the execution and delivery of this mortgage, Mortgagee are well seized of said premises in fee simple, have good right, and authority to mortgage the same as herein provided, that said premises are free from all incumbrances and charges whatever, and that Mortgagee will forever warrant and defend the same against all lawful claims whatsoever.

2. To keep said premises insured for the protection of Mortgagee in such manner, in such amounts and in such companies as Mortgagee may from time to time approve, and to keep the policies thereof, properly endorsed, on deposit with Mortgagee; and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness whether due or not, or to the restoration of said improvements.

3. To pay all taxes and special assessments of any kind that have been or may be levied or assessed within the State of Iowa upon said premises, or any part thereof, or upon the note or debt secured hereby, or upon the interest of Mortgagee in said premises or in said note or said debt, and procure and deliver to Mortgagee, at its home office, ten days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments.

4. To keep said premises free from all prior liens and upon demand of Mortgagee to pay and procure release of any lien which in any way may impair the security of this mortgage.

5. In the event of default by Mortgagee under paragraphs 2, 3 or 4 above, Mortgagee, at its option (whether electing to declare the whole indebtedness hereby secured due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof (unless Mortgagee have instituted proper legal proceedings to test the validity of such taxes or assessments and have deposited with Mortgagee security therefor acceptable to it); and (c) pay such liens, and all costs, expenses and attorney's fees herein covenanted to be paid by Mortgagee, and all such payments, with interest thereon from the time of payment at the highest rate therein that may now be lawfully contracted for in writing by a non corporate maker, or at the rate shown in the Note, if greater, shall be deemed a part of the indebtedness secured by this mortgage and shall be immediately due and payable by Mortgagee to Mortgagee.

6. That there is no assignment or pledge of any leases of, or rentals or income from, said premises now in effect, and that, until said indebtedness is fully paid, they will not make any such assignment or pledge to anyone other than Mortgagee and will not, without the prior written approval of Mortgagee, consent to a cancellation of any of said leases having at the time an unexpired term of more than two years, or to a release or reduction of the liability of any lessee under such a lease.

7. To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises.

8. That they will pay the indebtedness hereby secured promptly and in full compliance with the terms of said note and this mortgage.

9. Without affecting the liability of Mortgages or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for the performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

10. Mortgages covenant and agree that if the loan secured hereby is obtained to assist in financing building construction or remodeling, or any other improvements to the property: (a) if such improvements shall not, in accordance with plans and specifications approved by Mortgagee, be completed prior to the expiration date of the loan commitment, or (b) if work on such improvements shall cease before completion and remain abandoned for a period of fifteen consecutive days, the existence of either circumstance shall constitute an event of default under the terms of this instrument, and at any time thereafter, the said note and the whole indebtedness secured hereby shall, at the option of the Mortgagee and without notice to Mortgages (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise. In the event of such cessation or abandonment of work as aforesaid, Mortgagee may, at its option, also enter upon the property and complete the improvements and Mortgages hereby give to Mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as it may consider necessary to complete the same. All moneys expended by Mortgagee in connection with completion of said improvements shall be included in the indebtedness hereby secured and shall be payable by Mortgages immediately and without demand, with interest at the highest rate then in effect that may now be lawfully contracted for in writing by a non corporate maker, or at the rate shown in the Note, if greater. Until the loan shall have been fully disbursed, the agents of the Mortgagee shall have the right to enter upon the property at any and all times to inspect the improvement project that is under way.

Mortgages may from time to time waive its right hereunder to collect rents and other income but any such waiver shall not prejudice Mortgagee's right to make such collections thereafter so long as and whenever a default exists under this mortgage or the note hereby secured. Mortgagee shall have the right, but shall not be required, to sue for collection of rents, possession of premises or other remedy, but shall not be liable for failure to collect rents or other income and shall be held accountable for only such amounts as are actually received. Funds received by the Mortgagee shall be applied at its discretion to expenses of collection, including reasonable attorneys' fees, necessary repairs, taxes and insurance on the mortgaged premises, and on account of the indebtedness hereby secured.

No change or modification of a lease or rental contract covering premises herein described shall be binding on the Mortgagee unless consented to in writing by the Mortgagee.

11. It is understood and agreed that this mortgage shall also secure any other indebtedness owing to Mortgagee by Mortgages, including any additional or future advances made by Mortgagee to Mortgages.

12. It is expressly agreed that if this tract consists of less than ten (10) acres in size:

(a) That if the Mortgagee in event of foreclosure hereon, in the foreclosure action waives any rights to deficiency judgment against the Mortgages which might arise out of the proceedings, the period of redemption after sale on foreclosure shall be reduced to six (6) months.

(b) If at the time of any foreclosure hereof, the property has been abandoned by the owners and those persons personally liable under the mortgage, and if the Mortgagee shall waive any rights to a deficiency judgment against the Mortgages or his successor in interest, in the foreclosure action, then the period of redemption after sale on foreclosure shall be reduced to sixty (60) days.

Subparagraph (a) shall be interpreted as applying in circumstances where Section 615.15, Code of Iowa 1975, is applicable, and subparagraph (b) shall be interpreted as applying in circumstances where Section 615.17, Code of Iowa 1975, is applicable. The meaning of the term "abandoned" as used herein shall be identical with that used in the statute.

13. It is expressly agreed by the parties hereto that the entire balance owing under this Mortgage and the indebtedness it secures shall become due and payable immediately upon any sale or conveyance of the above real estate unless the Mortgages or Mortgagee's successor in interest, shall first have obtained the written consent from the Mortgagee to said sale or conveyance.

Dated this 13th day of April

A. D. 1993

RENT BARNES, INC. (an Iowa Corporation)

B. G. Wiltsang, President

B. Bernadine Wiltsang, Secretary

NO SEAL

STATE OF IOWA.

County of CERRO GORDO

On this 11th day of April

A. D. 19 83.

Before me, a Notary Public in and for the county of

personally appeared B. G. Wiltfang

of B. Bernadine Wiltfang

to me personally known, who, being by me duly sworn, did say

that said B. G. Wiltfang

is the President, and said

B. Bernadine Wiltfang is the

Secretary of Beef Barons, Inc. (an Iowa Corporation)

the mortgagor in the foregoing instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its

Board of Directors

; and said President

Secretary

acknowledged the execution of said instrument to be the

voluntary act and deed of said corporation by it voluntarily executed.

John M. Frazier
Notary Public in and for
CERRO GORDO County, Iowa
(Silken H. Frazier)

STATE OF IOWA.

County of

On this

day of

A. D. 19

ss.

before me,

a Notary Public

in and for the County and State aforesaid, personally appeared

to me known to be
and acknowledged that

the person named in and who executed the foregoing instrument,
executed the same as voluntary act and deed.

Notary Public in and for

County, Iowa

75510



MORTGAGE

Dated the day of

STATE OF IOWA,
County of Cerro Gordo,
Reverend for record on this 18th day
of April, A. D. 1983, at 10 o'clock
A. M., and recorded in Volume 132
of Mortgages, on pages 541-594

John M. Frazier
Notary Public

When Recorded Return To:

(10⁰⁰)
5:00 PM Monday, April 18, 1983
Cerro Gordo County, Iowa 50411

March 7, 1985

Beef Barons, Inc.
Rural Route #2
Grinnell, IA 50112

Mr. B. G. Wiltfang
Mrs. B. Bernadine Wiltfang
Rural Route #2
Grinnell, IA 50112

In re: Hawkeye Bank & Trust
Mason City, Iowa

Gentlemen and Mrs. Wiltfang:

Our client, Hawkeye Bank & Trust of Mason City, Iowa, has referred to us the Promissory Note dated April 13, 1983, given by Beef Barons, Inc. to Hawkeye Bank & Trust, Mason City, Iowa, in the amount of \$250,000, and secured by a Mortgage of the same date on real estate located in the State of South Dakota, County of Brookings, consisting of 666 acres, more or less.

The maturity date on the Promissory Note of April 13, 1983, was April 30, 1984. No payments have been made on said Note and the principal amount of \$250,000 is due plus accrued interest to February 13, 1985, of \$66,890.94. Interest accrues at \$102.74 per day thereafter.

This Note has been personally guaranteed by B. G. Wiltfang and B. Bernadine Wiltfang as shown by a guaranty agreement dated April 13, 1983.

This letter is to notify you that unless this Note and Mortgage and Guaranty are paid in accordance with their terms that Hawkeye Bank & Trust, Mason City, Iowa, will begin foreclosure proceedings as authorized by the Note and Mortgage.

Exhibit "C"

Beef Barons, Inc.
Mr. B. G. Wiltfang
Mrs. B. Bernardine Wiltfang
Page Two
March 7, 1985

You are also notified that in addition to the principal and interest due that in the event of foreclosure the Note and Mortgage provide that you may be liable for a reasonable attorney's fee as determined by the court and the court costs.

I have marked on my calendar March 25, 1985, and I will expect to hear from you by that time.

Yours very truly,

C. W. McManigal

clm:np
cc: Steven Strautz

PS Form 3811, July 1963

• **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one)

☐ Show to whom, date delivered _____

☐ Show to whom, date, and address of delivery _____

2. ☐ **RESTRICTED DELIVERY** _____
(This restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ _____

3. **ARTICLE ADDRESSED TO:**
Beer Barons, Inc.
Rural Route #2
Grinnell, IA 50112

4. **TYPE OF SERVICE:**

☐ REGISTERED

☐ INSURED

☒ CERTIFIED

☐ COD

☐ EXPRESS MAIL

ARTICLE NUMBER

P734 587 782

(Always obtain signature of addressee or agent)

I have received the article described above

SIGNATURE

☐ Addressee

☐ Authorized agent

5. **DATE OF DELIVERY**

3/9/65

6. **ADDRESSEE'S ADDRESS (only if requested)**

7. **UNABLE TO DELIVER BECAUSE:**

12. **EMPLOYEE'S INITIALS**

50112

• GPO: 19-2370-293

RETURN RECEIPT

PS Form 3811, July 1963

• **SENDER:** Complete items 1, 2, 3 and 4.

Add your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.

2. ☐ Restricted Delivery.

3. **Article Addressed to:**

Mr. B. G. Wiltfang
Mrs. B. Bernadine Wiltfang
Rural Route #2
Grinnell, IA 50112

4. **Type of Service:**

☐ Registered

☐ Insured

☒ Certified

☐ COD

☐ Express Mail

Article Number

P734 587 781

Always obtain signature of addressee or agent and
DATE DELIVERED.

5. **Signature - Addressee**

X

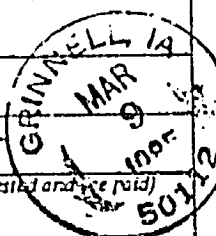
6. **Signature - Agent**

X

7. **Date of Delivery**

3/9/65

8. **Addressee's Address (ONLY if requested and fee paid)**



DOMESTIC RETURN RECEIPT

Exhibit "D"

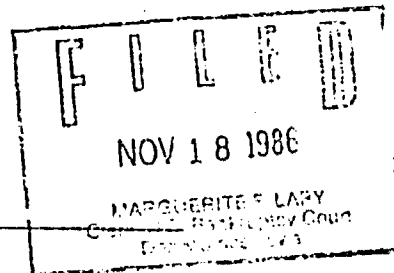
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF IOWA

IN RE

CASE NO. 86-146-C

BERNHARD GERALD WILTFANG
and B. BERNADINE WILTFANG,
f/d/b/a WILTFANG FARMS,

Debtors.



APPLICATION FOR SALE OF ASSETS

COMES NOW Robert D. Taha, Trustee for the above-referenced estate and states:

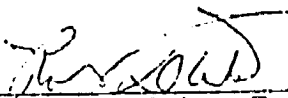
1. That Robert D. Taha is a duly qualified and acting Trustee of the estate of the above-named Debtors.
2. That there has come into his possession as Trustee certain property described as follows:
 - a. An interest in one-half of the account receivables of the Wiltfang/Paulson Clinic.
 - b. An interest in one-half of the medical equipment at the Wiltfang/Paulson Clinic.
 - c. An interest in one-half of the medical malpractice insurance policy for the Wiltfang/Paulson clinic.
3. The Debtor has offered to pay cash to the estate for the purchase of the above-listed items. The Debtor has offered to pay the following amounts for the above-described items: (a) The account receivables and the equipment for \$50,000 with \$35,000 attributable to the account receivables and \$15,000 attributable to the medical equipment; and (b) the medical malpractice insurance policy \$4,661.50 for a total of \$54,661.50.

4. During the course of the administration of this estate the Debtor has incurred expenses amounting to \$11,209.10. These expenses were incurred in the operation and management of various apartment complexes that were property of the estate during the pendency of this proceeding. The expenses incurred by the Debtors were reasonable and necessary to maintain property of the estate. The Trustee has been presented with itemized bills justifying each expenditure. He has judged the expenses to be reasonable and necessary for maintenance of property in the estate.

5. The Debtor has agreed to accept an offset of the expenses owed for the purchase price of the medical practice. The net sale price for the medical practice is \$43,452.40. That the offer of \$43,452.40 for property is equal to or in excess of the fair and reasonable value of the property at this time, and that it would be for the benefit of, and in the best interest of, this bankruptcy estate to accept said offer and sell said property as described above.

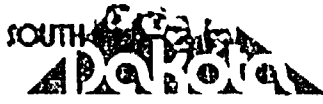
WHEREFORE, the Trustee prays that he be authorized to accept the offer of \$43,452.40 and upon receipt of that

sum to sell, transfer, and convey said property to the
Debtors.



Robert D. Taha, Trustee
111 3rd Street
Court Building III
Des Moines, Iowa 50309
Telephone: (515) 244-3197

Original Filed.



Department of Water & Natural Resources

Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501-3181

3348-3

September 16, 1988

Richard J Helsper
Erickson & Helsper, F.C.
PO Box 198
Brookings, SD 57006-0198

Dear Mr. Helsper:

I am writing to you in regard to the status of Water Permit No. 3348-3, currently listed in the name of Merle & Anna Taylor. The court documentation you provided has been reviewed. I believe that the legal excuse for nonuse of water, as allowed by Water Management Board Rules 74:02:01:37.01, has been met. The water permit can now be transferred to Charles Rang.

Enclosed is a partially completed "Notice of Transfer" for use in filing an ownership change on Water Permit No. 3348-3. The form will need to be signed by Mr. Rang in the presence of a notary public. Upon completion of the form, return it to our office with a required filing fee of \$2.50.

If you have any questions, please contact us.

Very truly yours,

JOHN HATCH, Chief Engineer
Water Rights Division
605 773-3352

enclosure



ERICKSON & HELSPER, P.C.

LAWYERS

P.O. BOX 198

806 TWENTY-SECOND AVENUE SOUTH

BROOKINGS, SOUTH DAKOTA

57006-0198

LEWAYNE M. ERICKSON

RICHARD J. HELSPER

SEAN M. O'BRIEN

ERIC N. RASMUSSEN

TERRY D. WIECZOREK

DIAL 692-7775
AREA CODE 605

September 27, 1988



Mr. John Hatch, Chief Engineer
Water Rights Division
South Dakota Department of Water
& Natural Resources
Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501

RE: CHARLES RANG

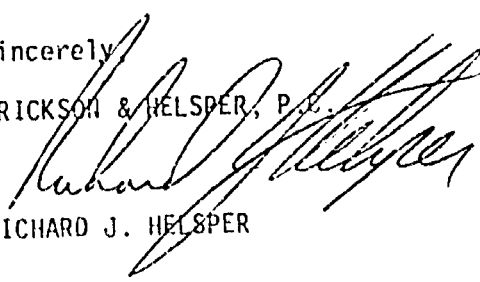
Dear Mr. Hatch:

Pursuant to your letter of September 16, 1988, enclosed is the Notice of Transfer of Water Permit which Mr. Rang has signed together with our check in the sum of \$2.50 which represents the filing fee.

Thank you very much.

Sincerely,

ERICKSON & HELSPER, P.C.


RICHARD J. HELSPER

RJH:hnh

Enclosures

RECEIPT

Division of Water Rights

South Dakota Department of Water and Natural Resources

Pierre, September 20, 1928

RECEIVED OF Richard Helsper, PO Box 193, Brookings, SD 57006-0193 (For Charles Bang)

the following amount in fees for services rendered as provided for by law:

RR 2 Box 164, Bruce SD
57220

Fee for Application for Permit No. _____ to Appropriate Water, to construct works and to put water to beneficial use _____		
Fee for Application for Permit No. _____ to Appropriate Water for Future Use _____		
Fee to retain Future Use Permit No. _____ after period of seven years.		
Fee for Inspecting Constructed Works, confirming beneficial use and issuing Water License No. _____		
Fee for Filing Transfer Form <u>Permit No. 3348-3</u>	2	50
Fee for Filing Extension Request _____		
Fee for Certified Copy of _____		
Fee for Print Copy of Map _____		
Fee for Certifying _____		
Fee for _____		
(Any Other Work Provided by Law)	Total	2 50

By John Hatch
Chief Engineer JOHN HATCH (RS)

NOTICE OF TRANSFER OF WATER PERMIT



TO: Water Rights
Foss Building
Pierre, SD 57501

Date: September 26, 1988

This is to notify you that the title to the lands described as follows:
W1 Section 18, T112N, R49W

formerly owned by Merle & Anna Taylor

has been transferred to Charles Rang, RR 2, Box 164, Bruce SD 57220

(please include complete mailing address)
together with any rights to the beneficial use of water thereon as evidenced by

Water Right Permit No. 3348-3 as provided for in SDCL 46-5-32 and 46-5-33.

You are therefore hereby requested to file this "Notice of Transfer of Water Permit" in its appropriate file at the Div. of Water Rights, Water Management Board as evidence of the change of ownership.

A fee of Two Dollars and Fifty Cents (\$2.50) is hereto attached to cover filing fees as required under SDCL 46-2-13.

STATE OF SOUTH DAKOTA)
) ss.
County of Brookings)

I, Charles Rang being first duly sworn on my oath depose and say:
That my relation to the above described undertaking is that of Owner, that I have read the above foregoing statement, and I know of my own personal knowledge that the information herein stated is true.

Charles Rang
(Signed)

Subscribed and sworn to before me this 26th Day of September, 19 88.

Margo I. Lorenzen
(Notary Public)
Margo I. Lorenzen

My Commission Expires:
October 15, 1995

WRR-820-9/83
Notice of Transfer of Water Permit

 **Department of
Water & Natural Resources**

Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501-3181

WATER RIGHTS DIVISION
(605) 773-3352

October 3, 1988

Richard Helsper
PO Box 198
Brookings, South Dakota 57006

Dear Mr. Helsper:

Enclosed is receipt No. 411438 in the amount of \$2.50 which you paid for transfer of Water Right No. 3348-3.

Our records now show Charles Rang as the owner of this Water Right.

Sincerely,

Maxine Stirling
Secretary

ms/
Enc.





Department of Water & Natural Resources

Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501-3181

May 26, 1988

Merle Taylor
Rt 1, Box 46
Bruce, SD 57220

Dear Mr. Taylor:

I am writing in regard of our review of irrigation questionnaire records. No irrigation has been reported for the last five irrigation seasons under Permit No(s). 3348-3.

South Dakota Codified Laws state that when any person fails to use water for the purpose for which it was appropriated for a period of three years, or abandons the use of the water, such unused water shall revert to the public. An exception to the law is when there is legal excuse for nonuse of water. Examples of legal excuse for nonuse of water are when water is not available or legal proceedings which prevent the use of water.

Since your permit(s) has (have) not been used for five years, the permit(s) may be subject to cancellation by the Water Management Board unless there is a legal reason for not using water. Please advise by June 17, 1988 if you still want to keep your water right and if there is a reason why water has not been used. Let us know, if you have any questions.

Very truly yours,

JOHN HATCH, Chief Engineer
Water Rights Division
605 773-3352



South Dakota

GREAT FACES. GREAT PLACES.

MAY 27 1991

DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE SOUTH DAKOTA 57501-3181

3348A-3

Charles Rang
RR 2, Box 164
Bruce, SD 57220

Dear Mr. Rang:

Enclosed is Water License No. 3348A-3. This is the final water right document completing your process of obtaining a Water Right. Enclosed is Receipt No. 412652 in the amount of \$50.00 which you paid for the inspection and issuance of the Water License.

For your information SDCL 46-6-27 requires that if the owner of an existing well, such as the well authorized by Water Right No. 3348A-3, constructs a replacement well and does not plan to use the old well, the old well is considered abandoned and must be plugged. Also, any well that is being used or is not considered abandoned must be valved and controlled, if flowing, or sealed and capped so that no leaking occurs either underground or at the surface.

As long as you use the water beneficially, as stated in the Water License, the State Water Laws provide that you have a continuing right to use the water. If you have any questions, please contact our office.

Very truly yours,

John Hatch

JOHN HATCH, Chief Engineer
Water Rights Division
(605) 773-3352

enclosures

NOTE: The applicable portions of Permit No. 3348-3 were incorporated into Water License No. 3348A-3.

NOT TO SCALE

3348-3

118.0

Nothing
done

121.6

x well system Leased
for 3 years
plans on putting
pivot back on

19.8

18

2.8

8.7

23.0

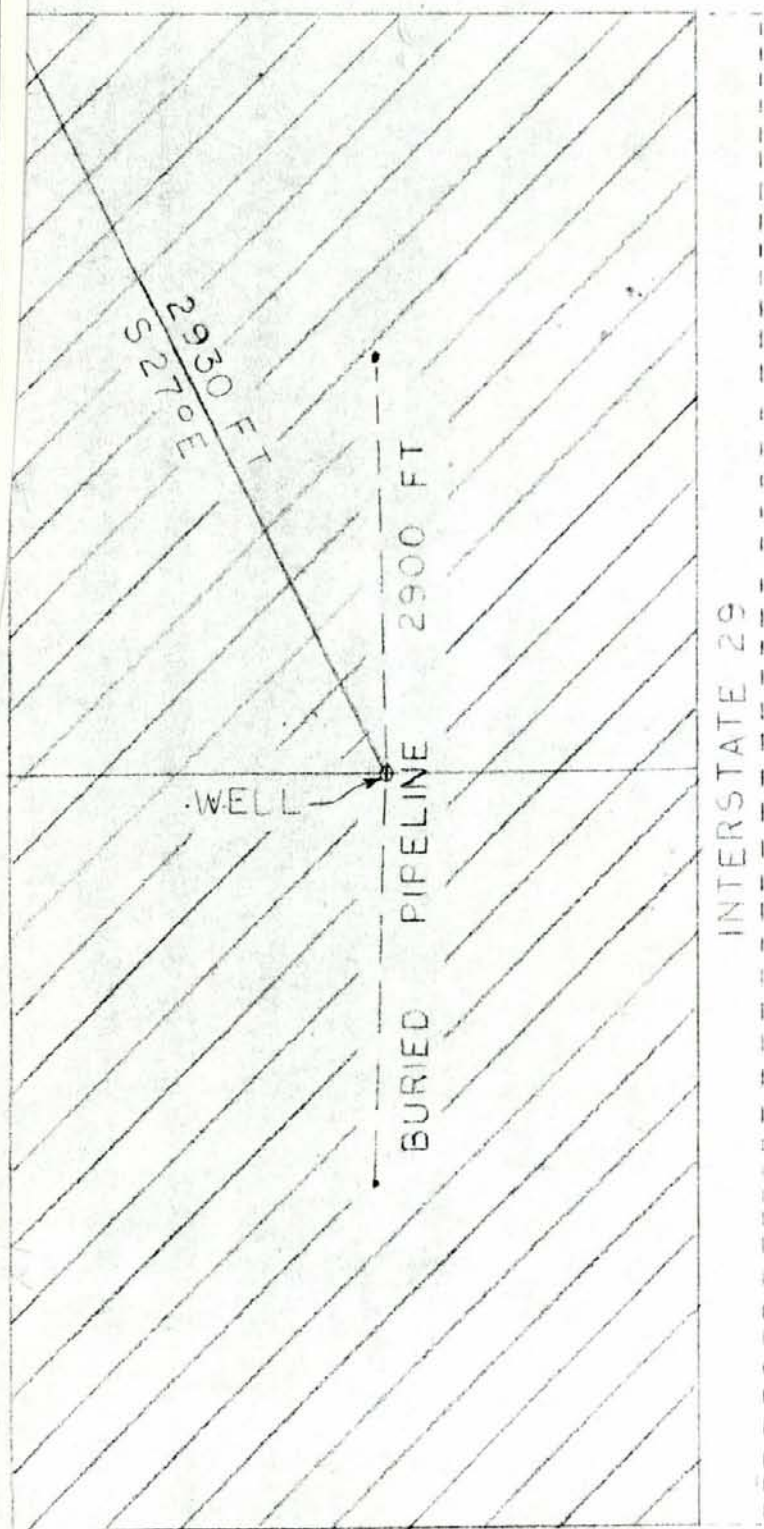
14.7

112-49

85.2

31L

31L



SCALE 8 IN = 1 MILE

WEST $\frac{1}{2}$ SEC 18 T 112N R 49W

OWNER: MERLE & ANNA TAYLOR

CROSSHATCHED AREA
INDICATES IRRIGATED
AREA , APPROXIMATELY
252 ACRES



Cert. to Collect
John S. Taylor

MAR 19 1934 APPL NO 3348-3

NOT TO SCALE

118.0

3348

121.6



19.8

18

2.8

8.7

23.0

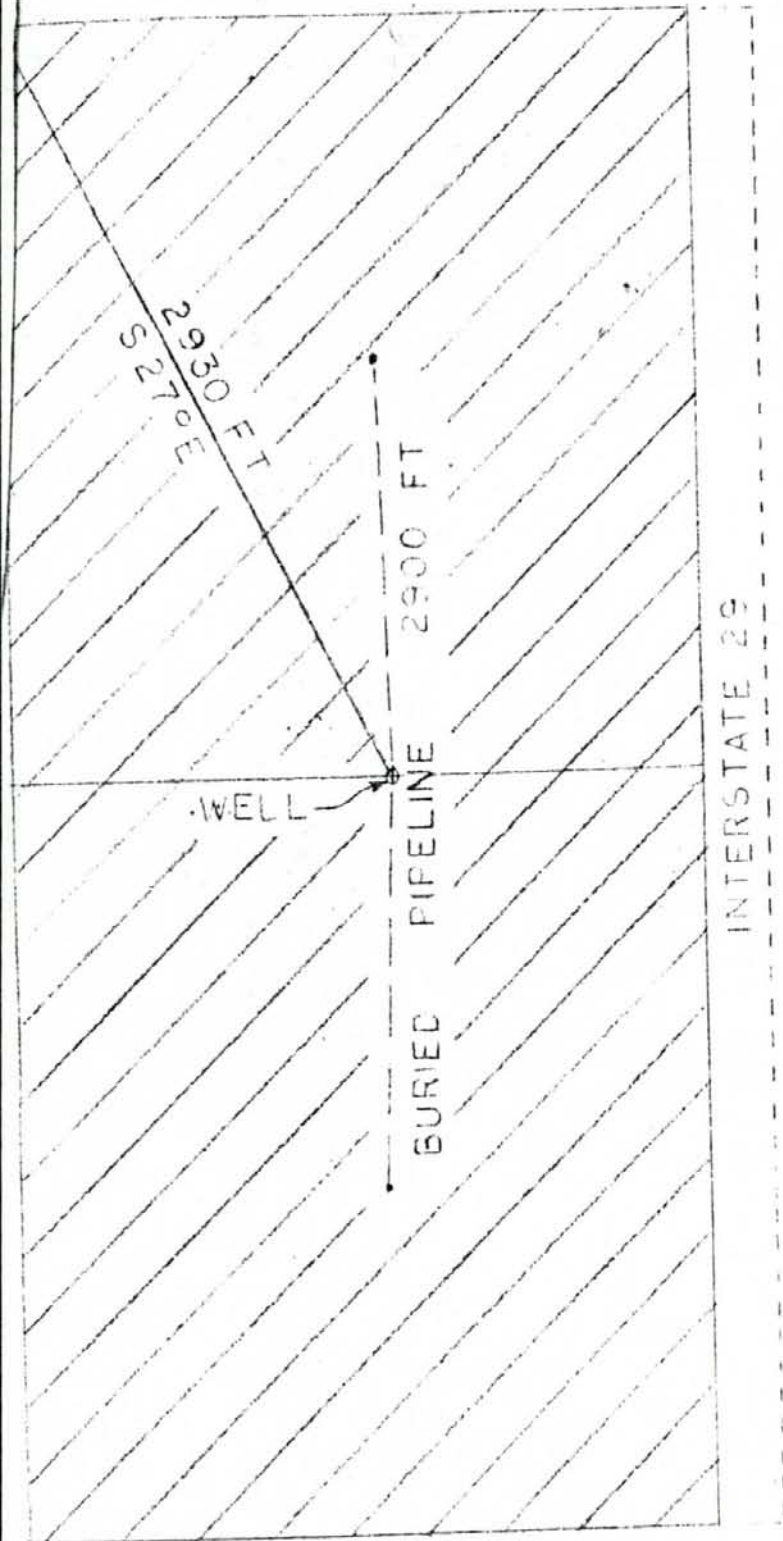
14.7

112-49

85.2

31L

31L

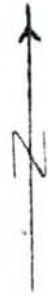


SCALE 8 IN = 1 MILE

WEST $\frac{1}{2}$ SEC 18 T112N R49W

OWNER: MERLE & ANNA TAYLOR

CROSSHATCHED AREA
INDICATES IRRIGATED
AREA , APPROXIMATELY
252 ACRES



MAP # 2634-3 APP # 3348

*Cart. by J. C. Carter
John Carter*

NOT TO SCALE

