

Considered: _____

WATER PERMIT NO. 5505-3

Phone: 224-4732

Name of Applicant: J.E.S. Farms

Post Office Address: 814 N Monroe, Pierre SD 57501

Amount of Water Claimed: 7.88 Total Acres: 551.6

Source of Water Supply: Missouri River

Water to be used for: irrigation County: Sully

About 25 miles SW of Onida

PROOF OF PUBLICATION: Received _____ Not Received _____

APPLICATION: Approved _____ Subject to _____

F.F. & C/.L. Adopted _____ Not Approved _____ Deferred _____

PRIORITY Date Received: 8-24-84 Fee: \$425 Remarks _____

Corrected Application Received _____ Period of Annual Use _____

WATER QUALITY APPROVAL RECEIVED 2-12-91 APPROVED/CONDITIONAL (Circle one)

WI-1 Description same as Application YES X NO _____ REMARKS _____

Diversion Point: NW 1/4 NE 1/4 20-113-80

Land to be Irrigated: NE 1/4 28-113-79

SE 1/4 28-112-79, NW 1/4, SW 1/4 11-113-79

Well Log: Driller: _____ Licensed YES _____ NO _____

Depth of Well: _____ REMARKS _____

Type of Map: _____ PREPARED BY: _____ Reviewed and the Number

Assigned on 2-15-91 By Karen Schlaak

No. 5505-3 Hydrologic Unit 10130105
 Map No. Basin Missouri River
 Newspaper The Onida Watchman, Box 205 (Thurs)

Daily Capital Journal, PO Box 878, Pierre, SD

Application For Permit To Appropriate Water Within The State Of South Dakota

Type of Application: Check one or more of the following:

New ☒ Vested Right ☐ Future Use ☐☐ Application to amend Permit No. with old priority date retained☐ Change diversion point(s) ☐ Add diversion point(s) ☐ Change acreage ☐ Other ☐ ☒ Application to: ☐ Change use ☐ Change diversion point(s) ☐ Add diversion point(s)☒ Add Acreage ☐ Increase diversion rate ☐ Other See Permit No. ☐ Application to: ☐ Use ☐ Transfer water reserved by Future Use Permit No. 1. Name of Applicant J.E.S. Farms Phone No. 224-4732Post-Office Address 814 N. Monroe, Pierre, SD State 57501
(Street, RR or Box) Zip Code2. Amount of water claimed (c.f.s) 7.88 Total acres irrigated 551.63. Source of Water supply Missouri River4. Location of point of diversion On Missouri River: Approximately 4076 ft N and 1485 ft W
from SE corner of Section 20, T113N, R80W (NW $\frac{1}{4}$ NE $\frac{1}{4}$) County Sully5. Counties where water will be used Sully and Hughes6. Annual period during which water is to be used April 1 - October 31

7. 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.
<u>see attachment A</u>	

Land Description	No. Acres Irr.

Attach sheet if more space is needed

8. Give a brief description of proposed project. When available include any preliminary engineering report or other reports or information that will help explain the project. (Attach sheet if more space is needed)

The acreage listed in "Attachment A" has been developed. This permit
 brings the developed acreage into compliance with State Law.

Attachments: Attach Form 2A if diversion from a well or dugout, or if storage of water, is proposed. Attach map
 (see instruction)

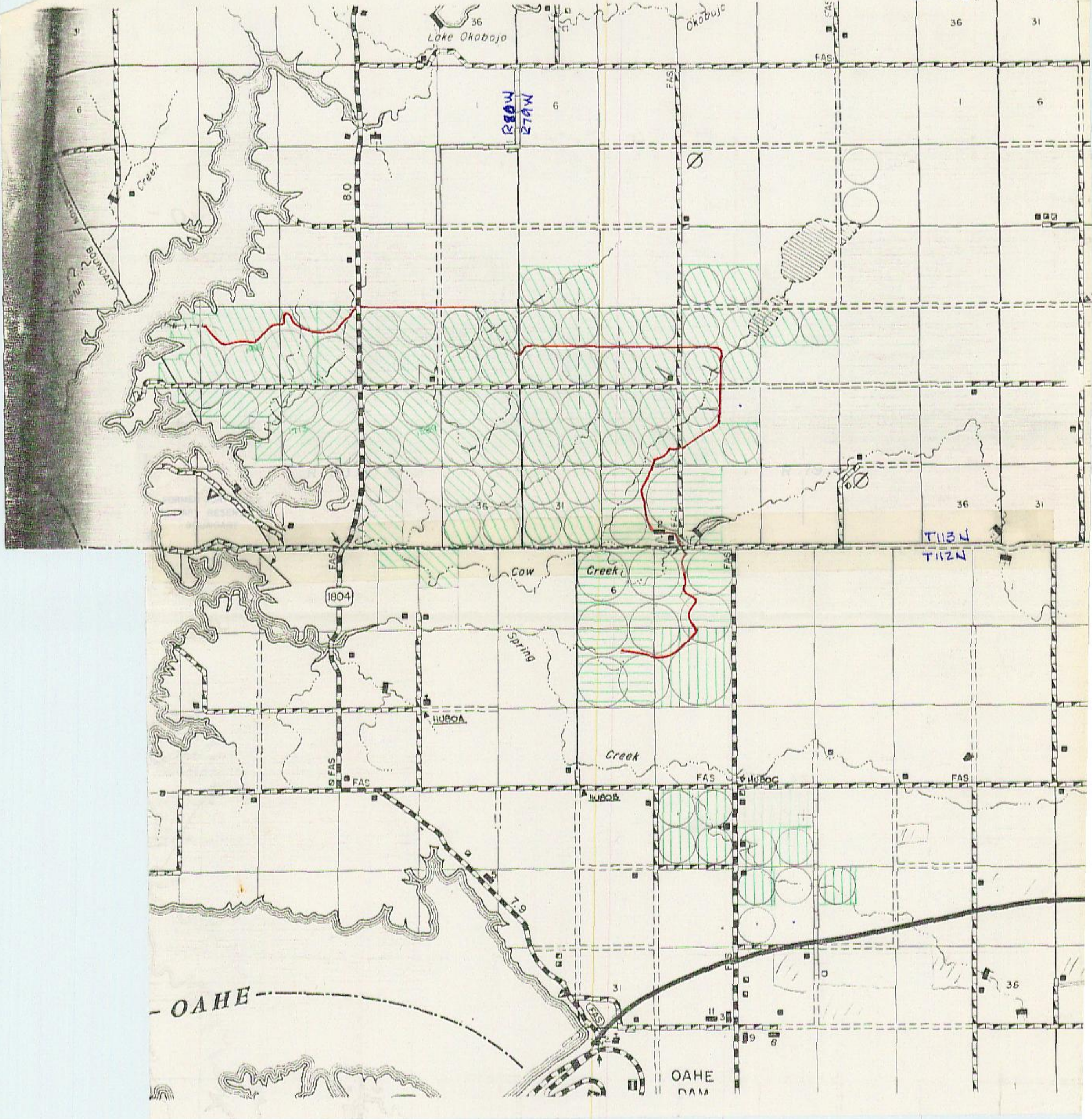
STATE OF SOUTH DAKOTA)
 County of Hughes ss

I, Harvey Sheehan the applicant, certify that I have read
 the foregoing application, 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 Harvey SheehanSubscribed and sworn to before me this 26th day of September 1984

Masumi Stirling - Dwnr of Water Rights
 Notary Public (or other qualified officer)

5505-3 4174-3



$\frac{1}{2} \sqrt{2} \quad \theta = 112.7^\circ$

Charlie the
 SE 1/4 14-15-79

all $\rightarrow$ Eloc - ~~2~~

68" steel
at 1st station
240 ft?

$\frac{1}{2} \sqrt{2} \quad \theta = 112.7^\circ$

Charlie the
 SE 1/4 14-15-79



-  # 4175-3 ✓ # 1991-3
 # 4174-3
 # 1781-3
 # 1589-3
 # 3434-3
 # 1713-3

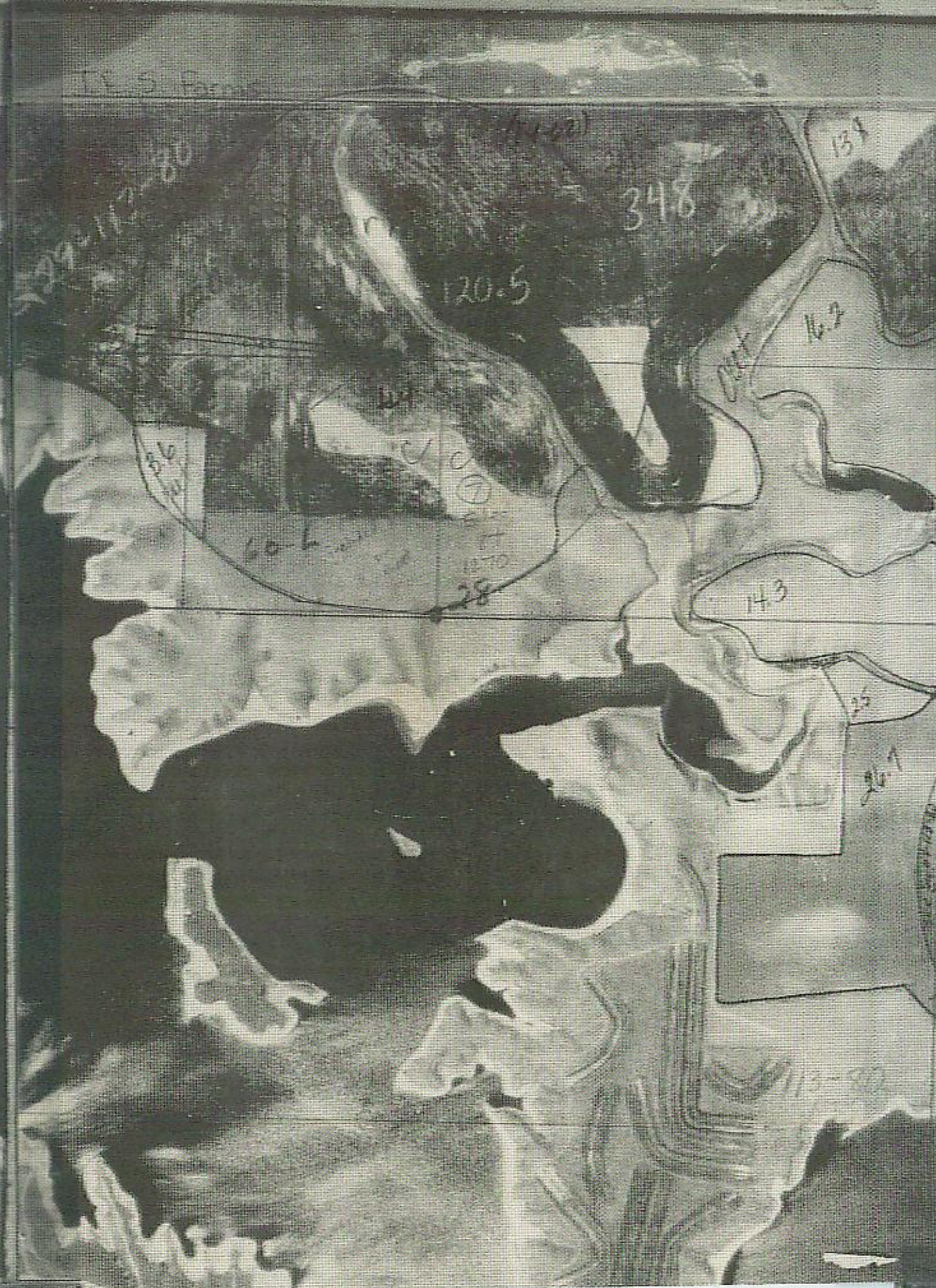
 double coverage by # 3434-3
 water level control structure
 overflow control structure

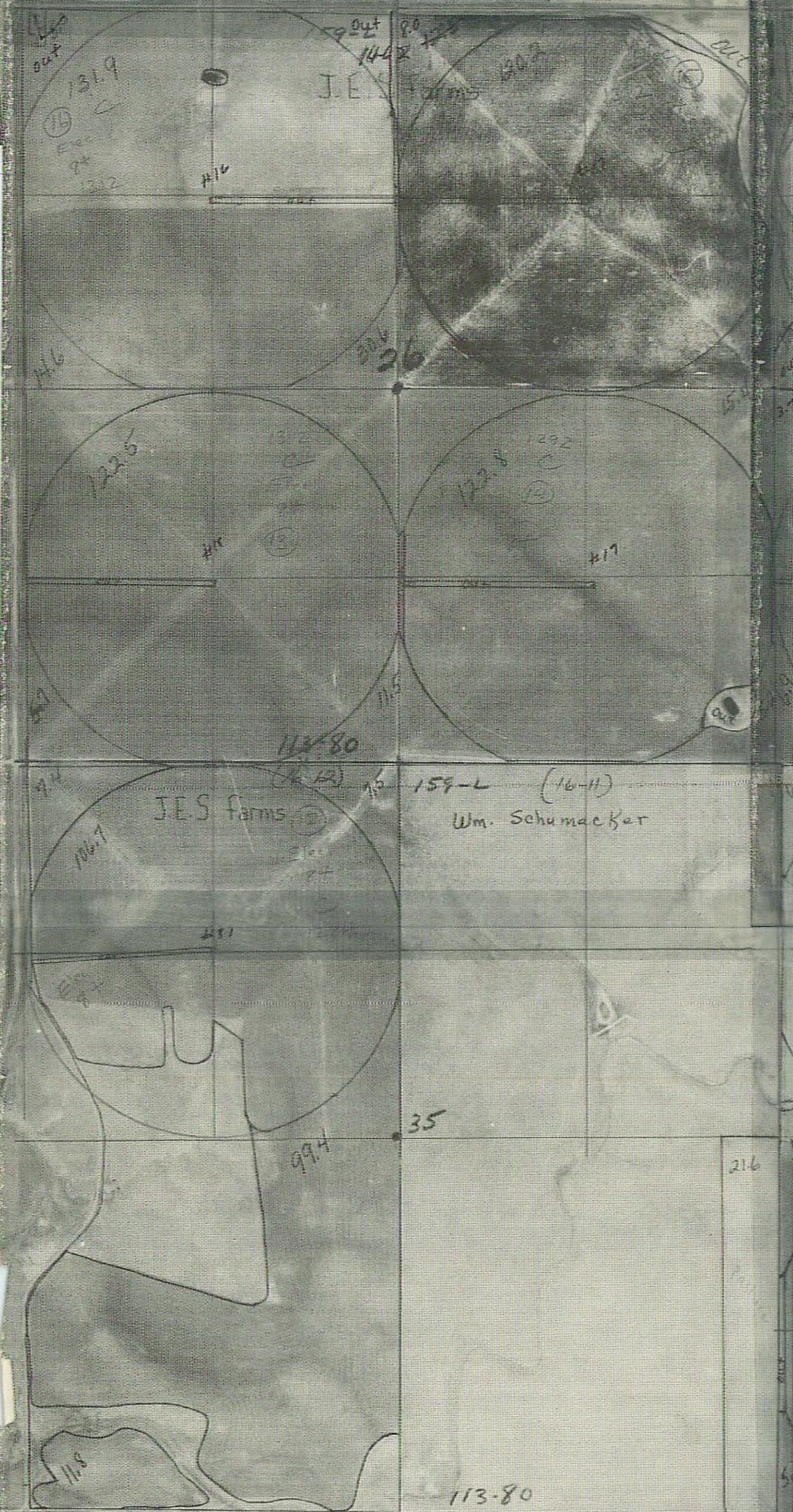
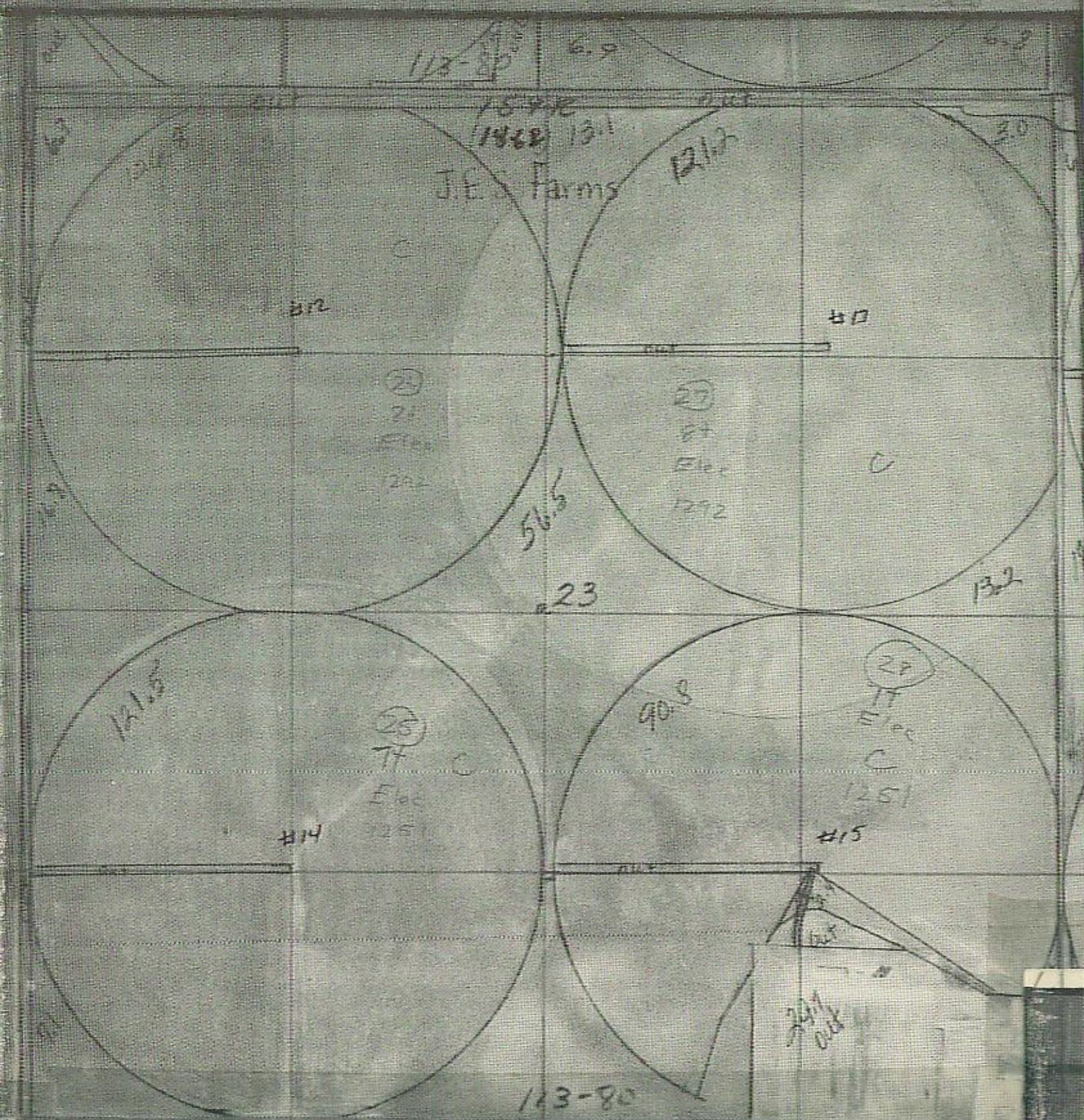
NOT TO SCALE

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NOT TO SCALE

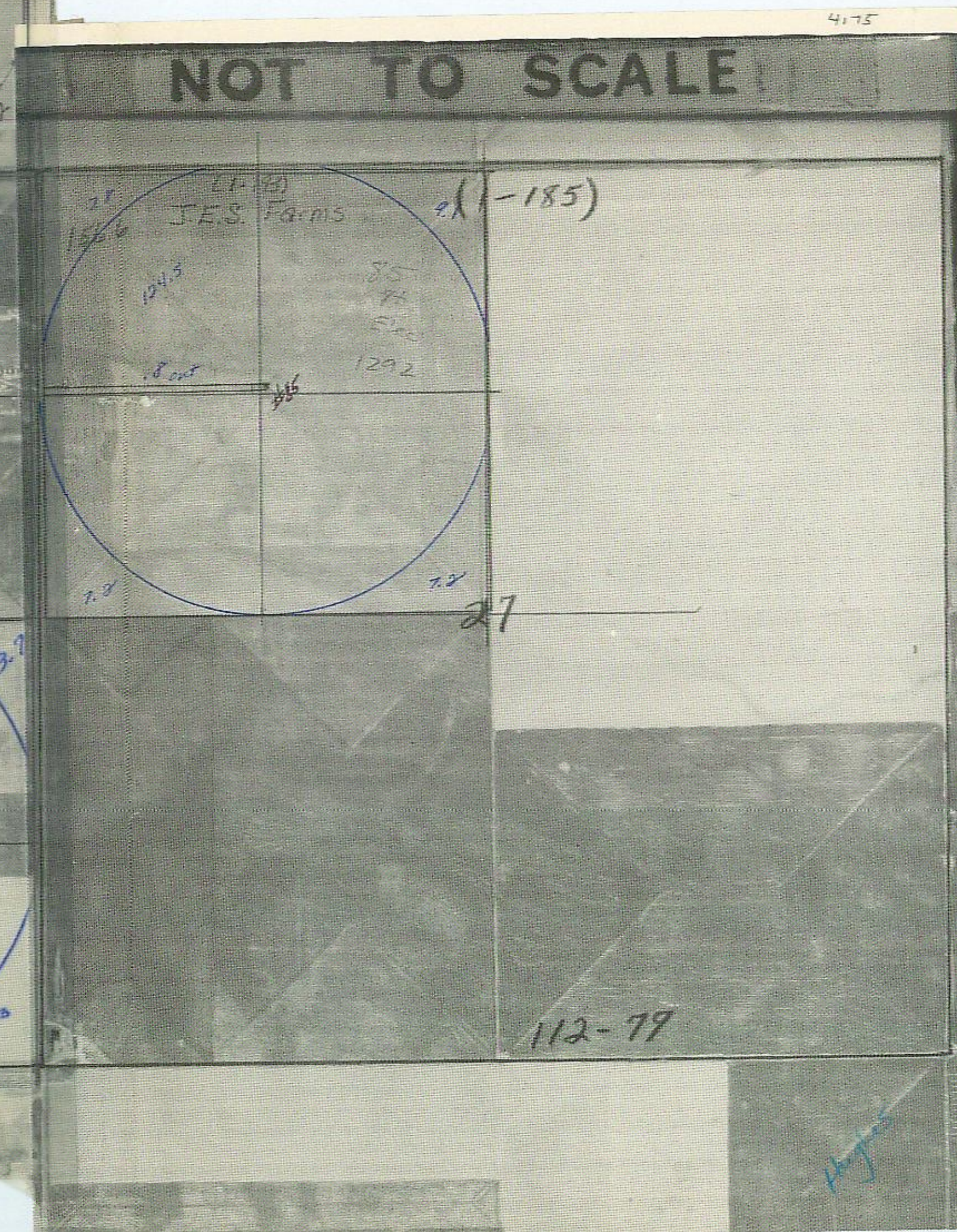
1713-3



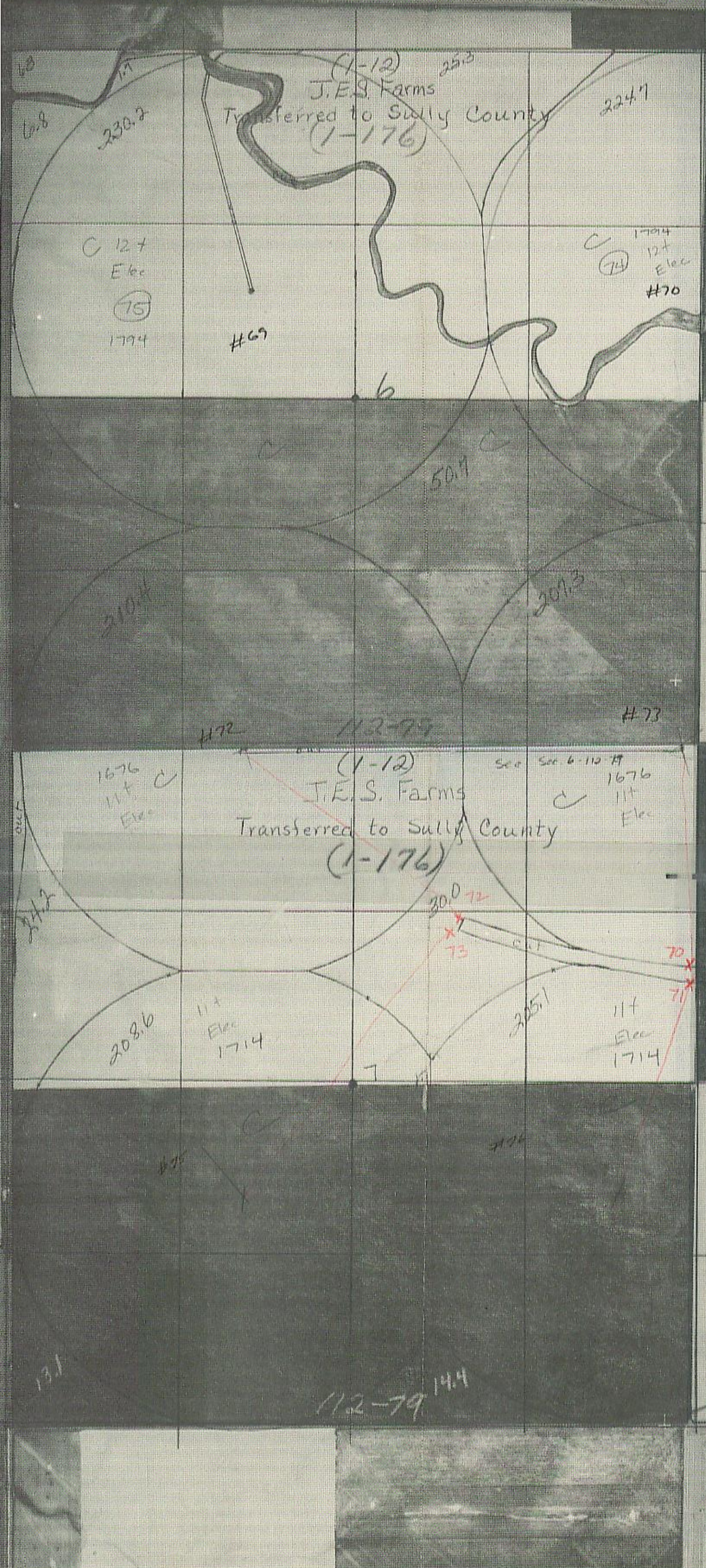


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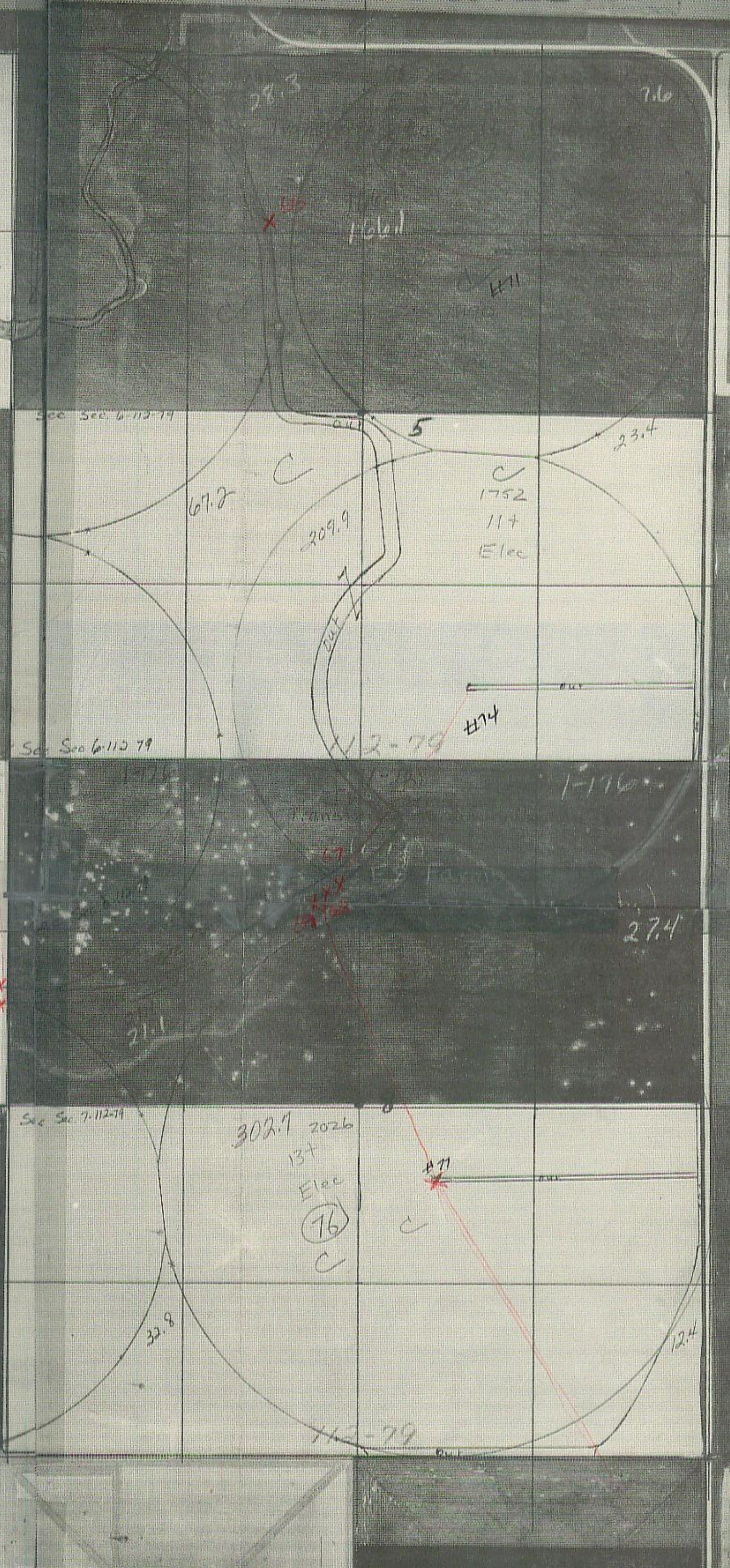
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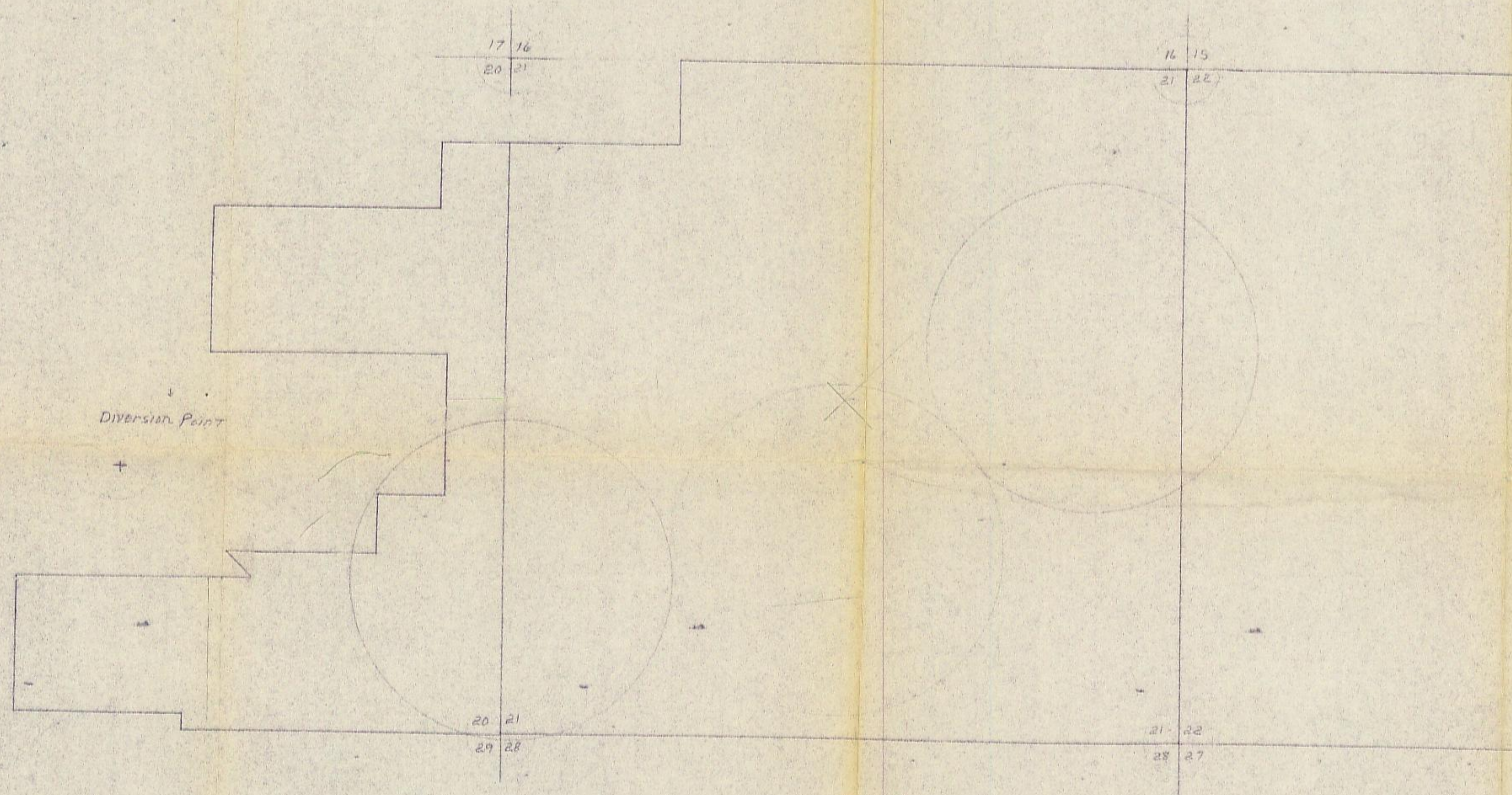


NOT TO SCALE



NOT TO SCALE





All Land in T113N R80W
 West 1/2 Sec. 22 320 Ac.
 South 1/2 Sec 21 320 Ac.
 North East 1/4 Sec 21 160 Ac.
 S 1/4 NE 1/4 S 1/4 NW 1/4
 NW 1/4 Sec 21 120 Ac.

Scale 8" = 1 mile

Charles A. Cannon III

Irrigation Project

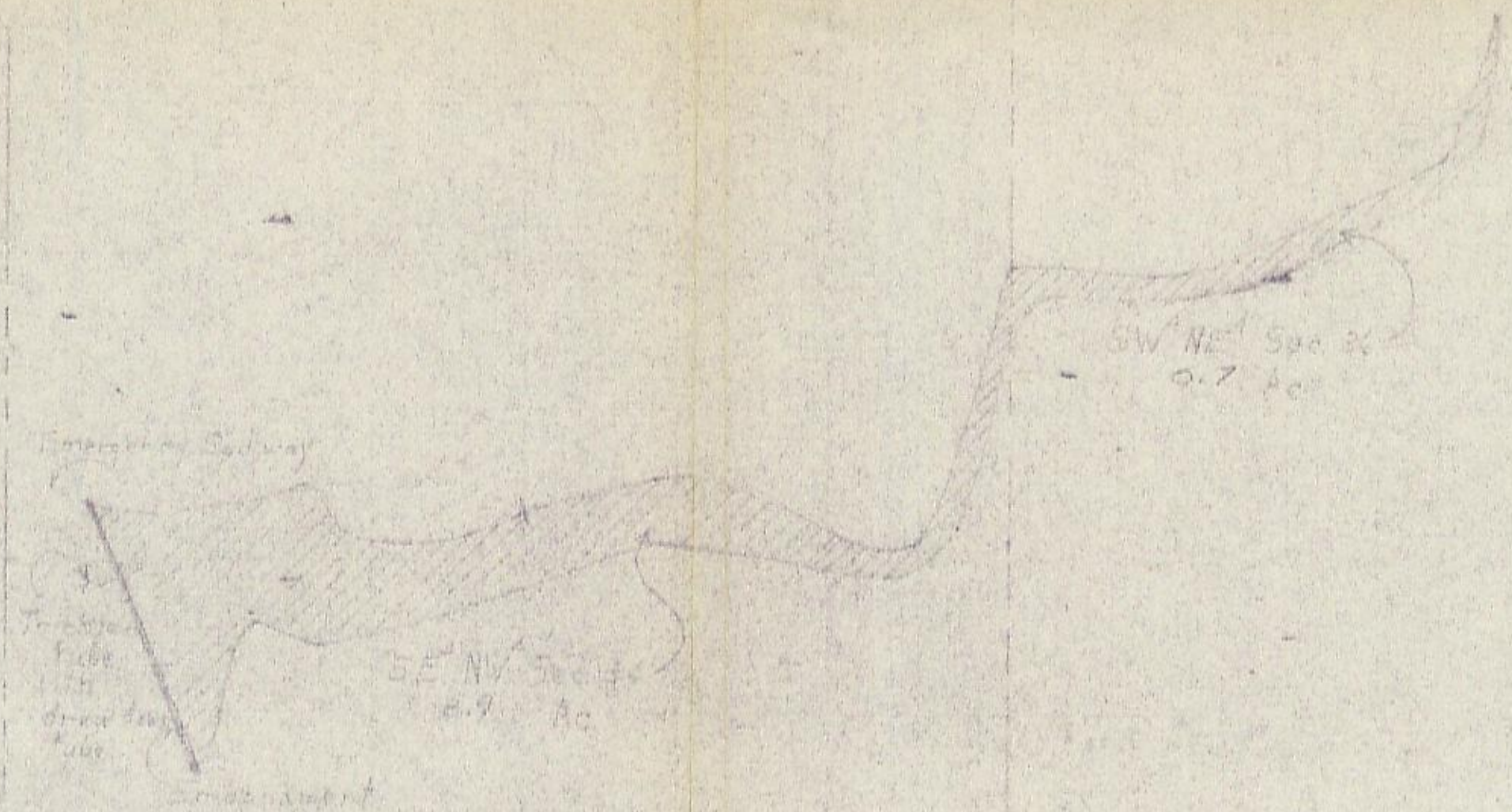
U. S. DEPARTMENT OF AGRICULTURE
 SOIL CONSERVATION SERVICE

Designed _____	Date _____	Approved by _____
Drawn _____		Title _____
Traced _____		Title _____
Checked _____		Sheet No. _____
		Drawing No. _____

APPL
 5505-3

MAP NO 1412-3 APPL NO 1991-3 SCS-ENG-313-B Rev. 7-69

26 25
35 36



SW NE Sec 36
0.7 Ac

SE NW Sec 36
0.9 Ac

Location of land to be drained

Section	Area	Acres
NE 36	0.7	0.7
SE 36	0.9	0.9
Total		1.6

Drainage Area - 1.6 Ac
Storage - 13.8 Ac Ft

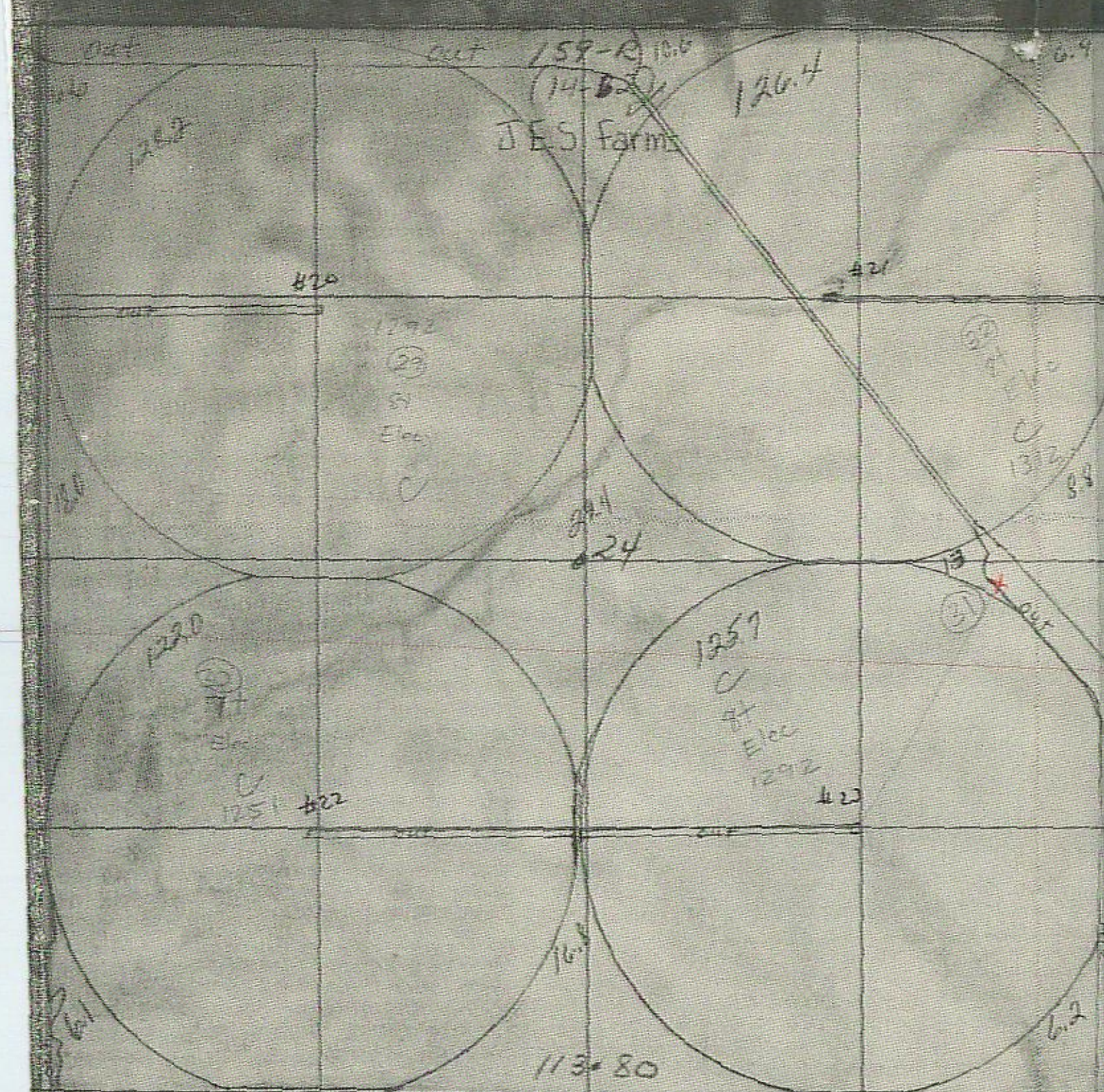
Sec 16 PMS Appl 5605-3

Charles A. Curran
Wildfire Dam
N Sec 36-113-20, Gully Creek, S.D.

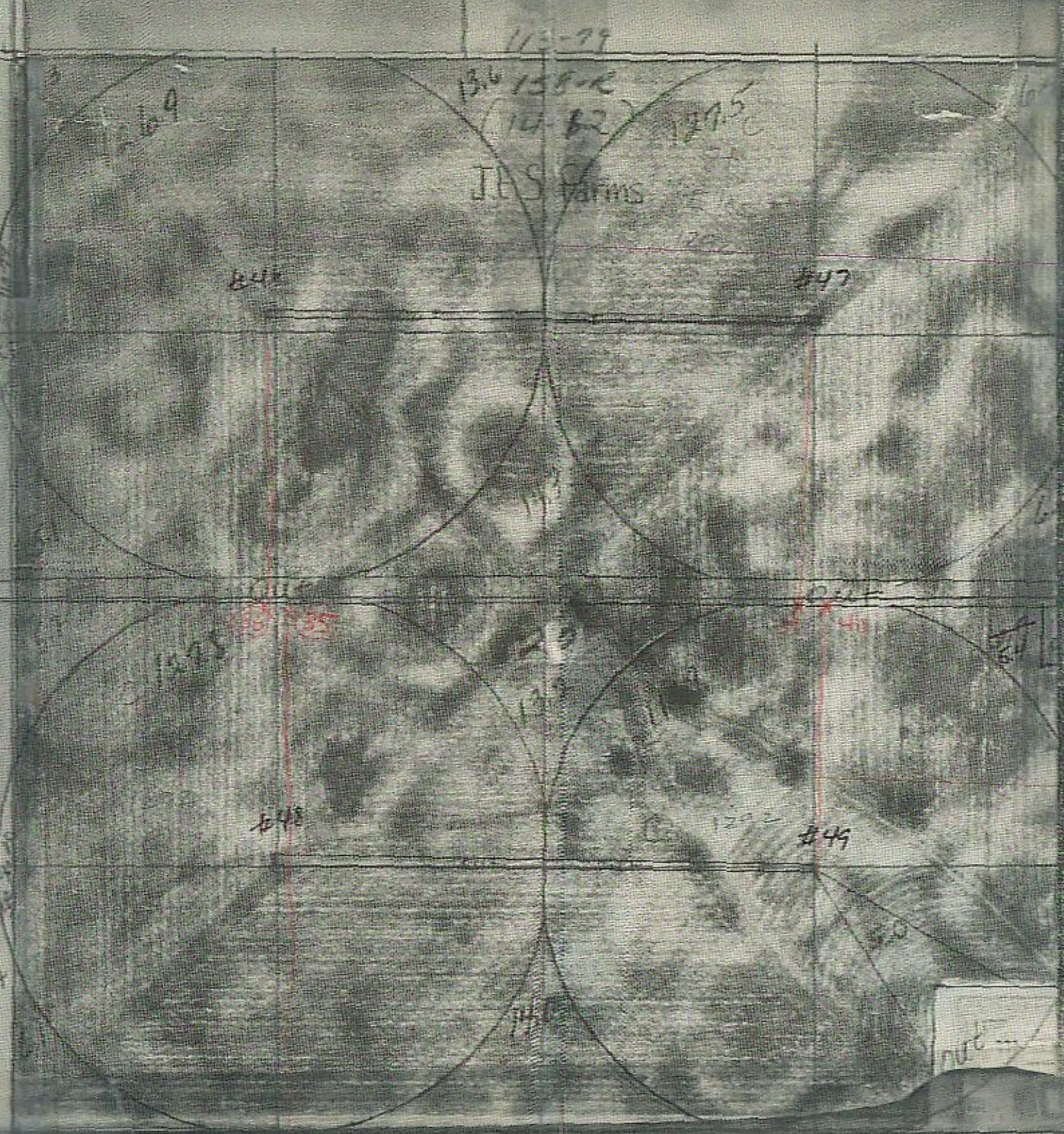
U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed	Date	Approved by
Drawn		Title
Traced		Title
Checked		Sheet No.
		Drawing No.

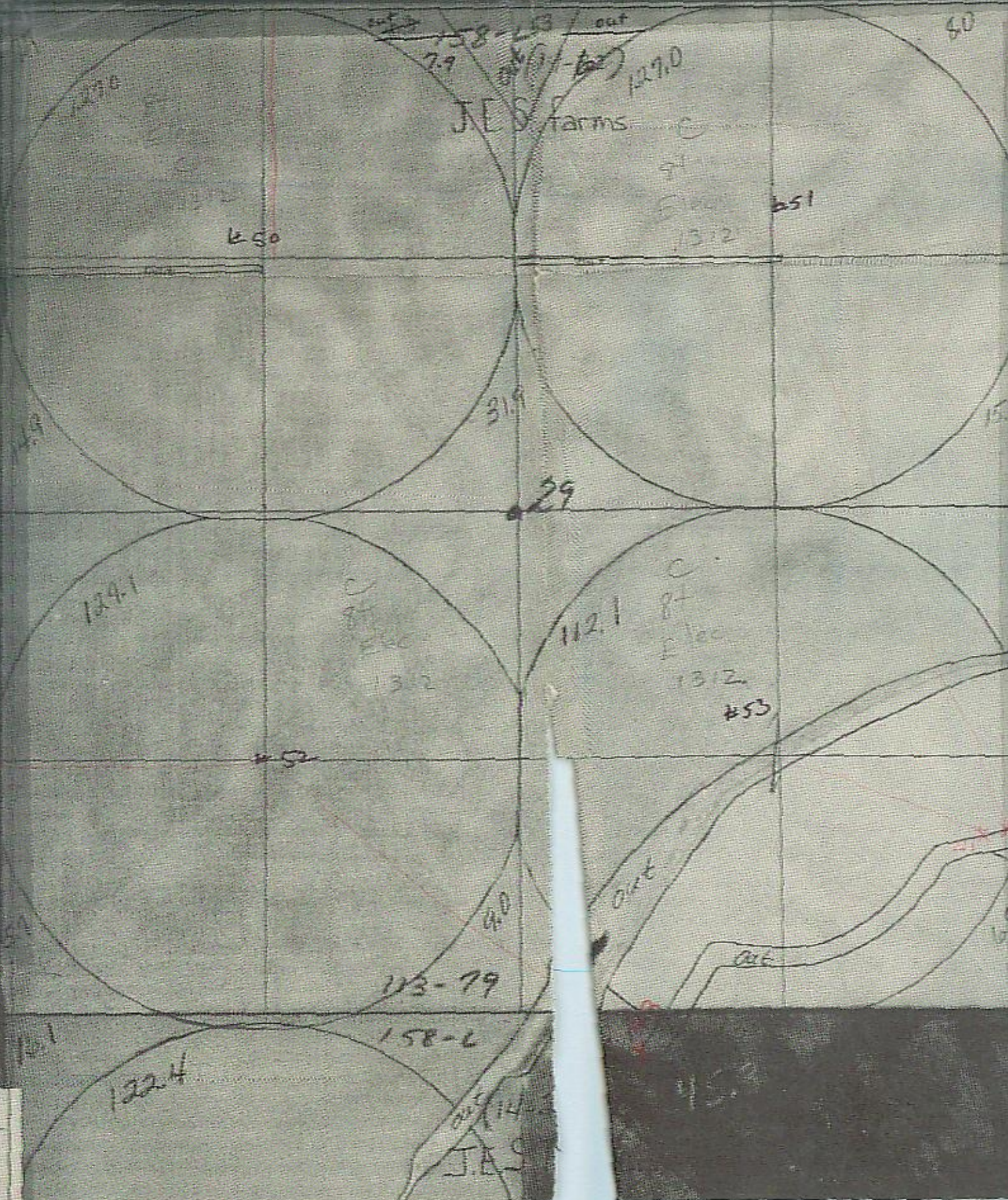
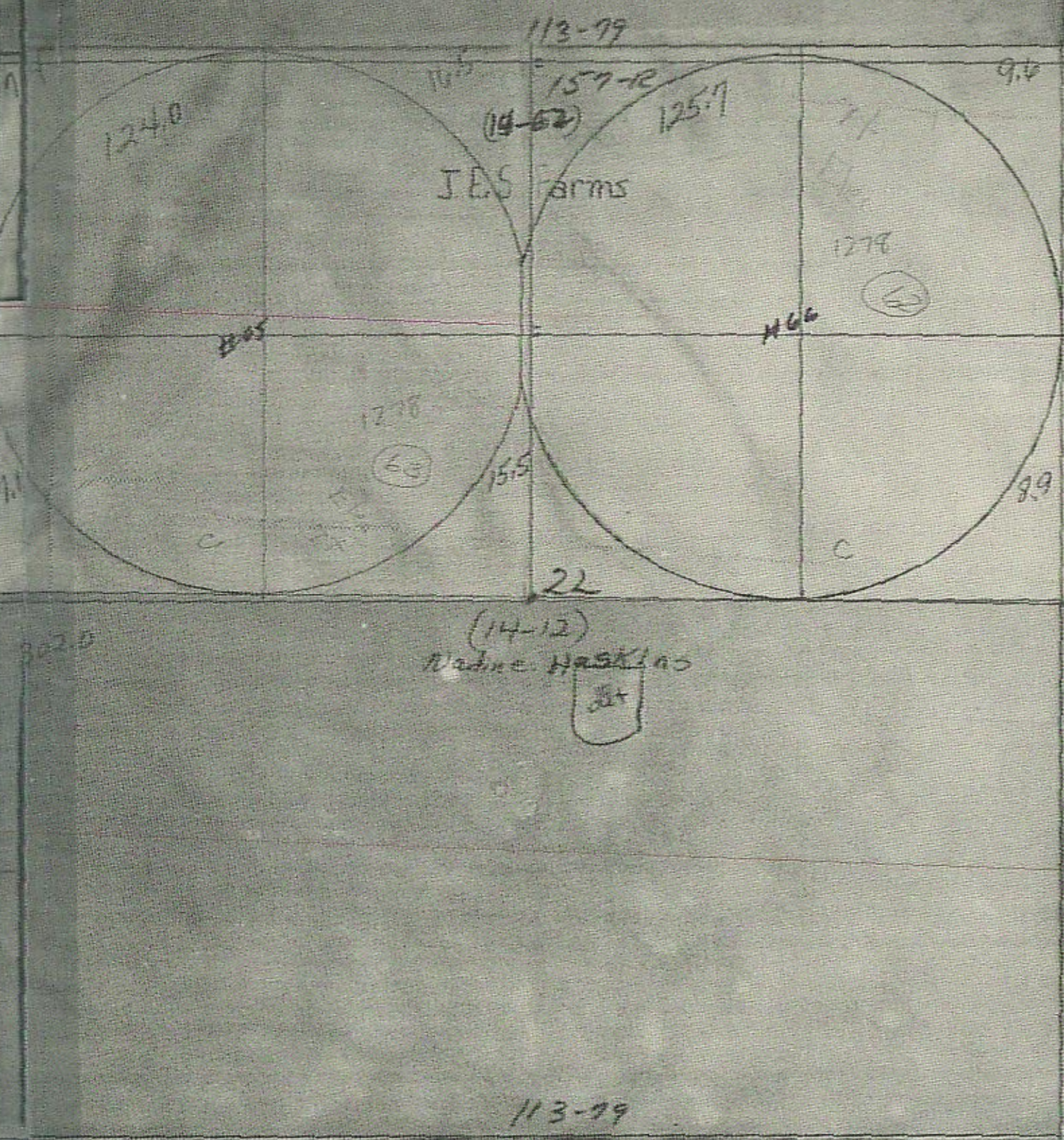
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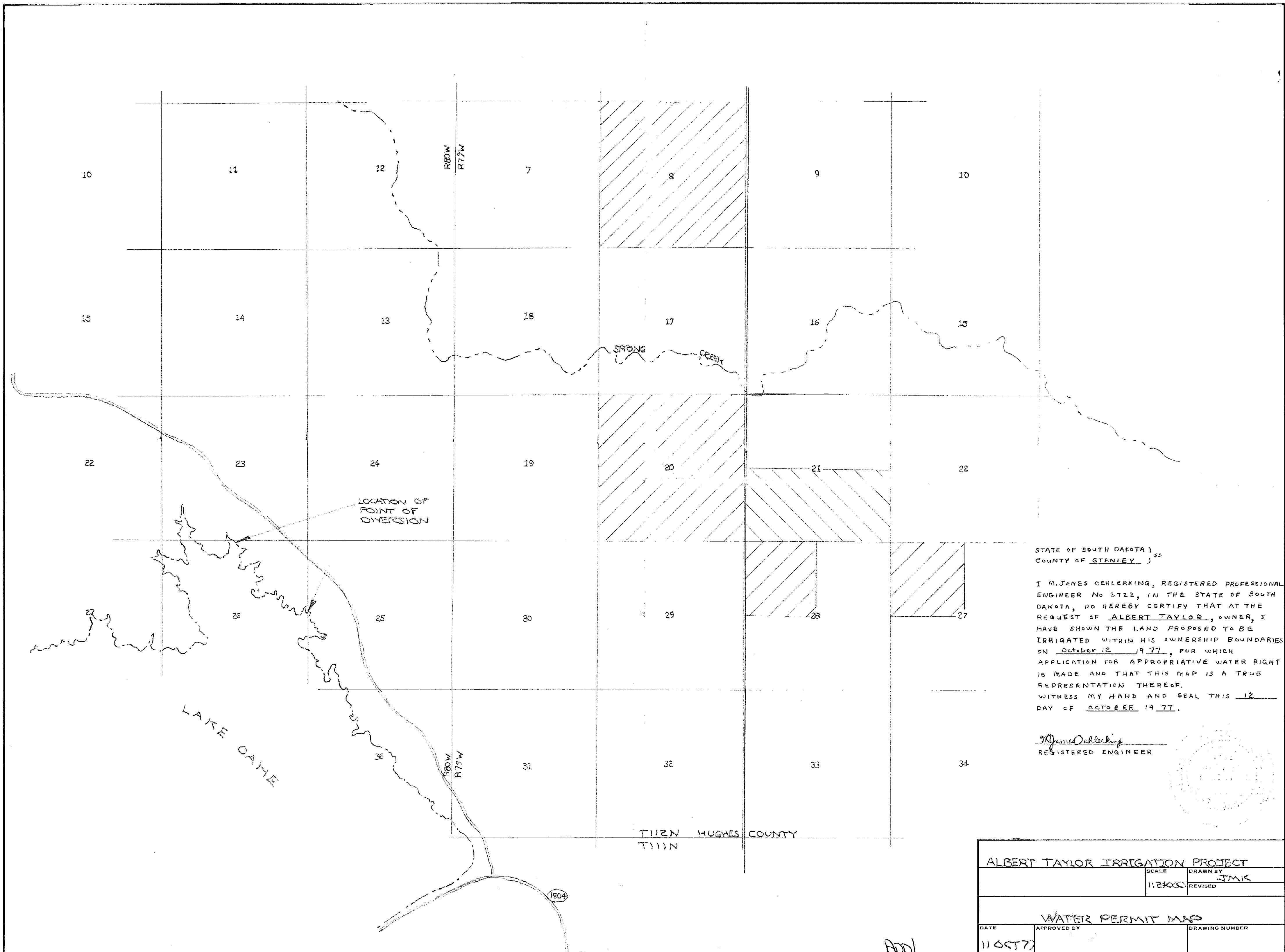


NOT TO SCALE



NOT TO SCALE

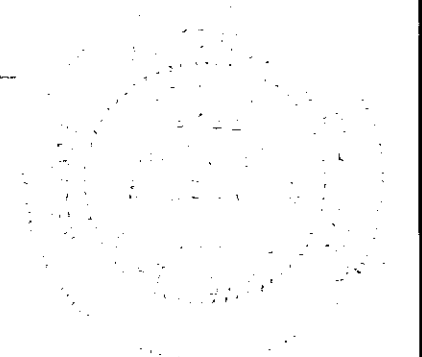




STATE OF SOUTH DAKOTA)
COUNTY OF STANLEY)⁵⁵

I M. JAMES OHLERKING, REGISTERED PROFESSIONAL ENGINEER No 2722, IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF ALBERT TAYLOR, OWNER, I HAVE SHOWN THE LAND PROPOSED TO BE IRRIGATED WITHIN HIS OWNERSHIP BOUNDARIES ON October 12 1977, FOR WHICH APPLICATION FOR APPROPRIATIVE WATER RIGHT IS MADE AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF. WITNESS MY HAND AND SEAL THIS 12 DAY OF OCTOBER 1977.

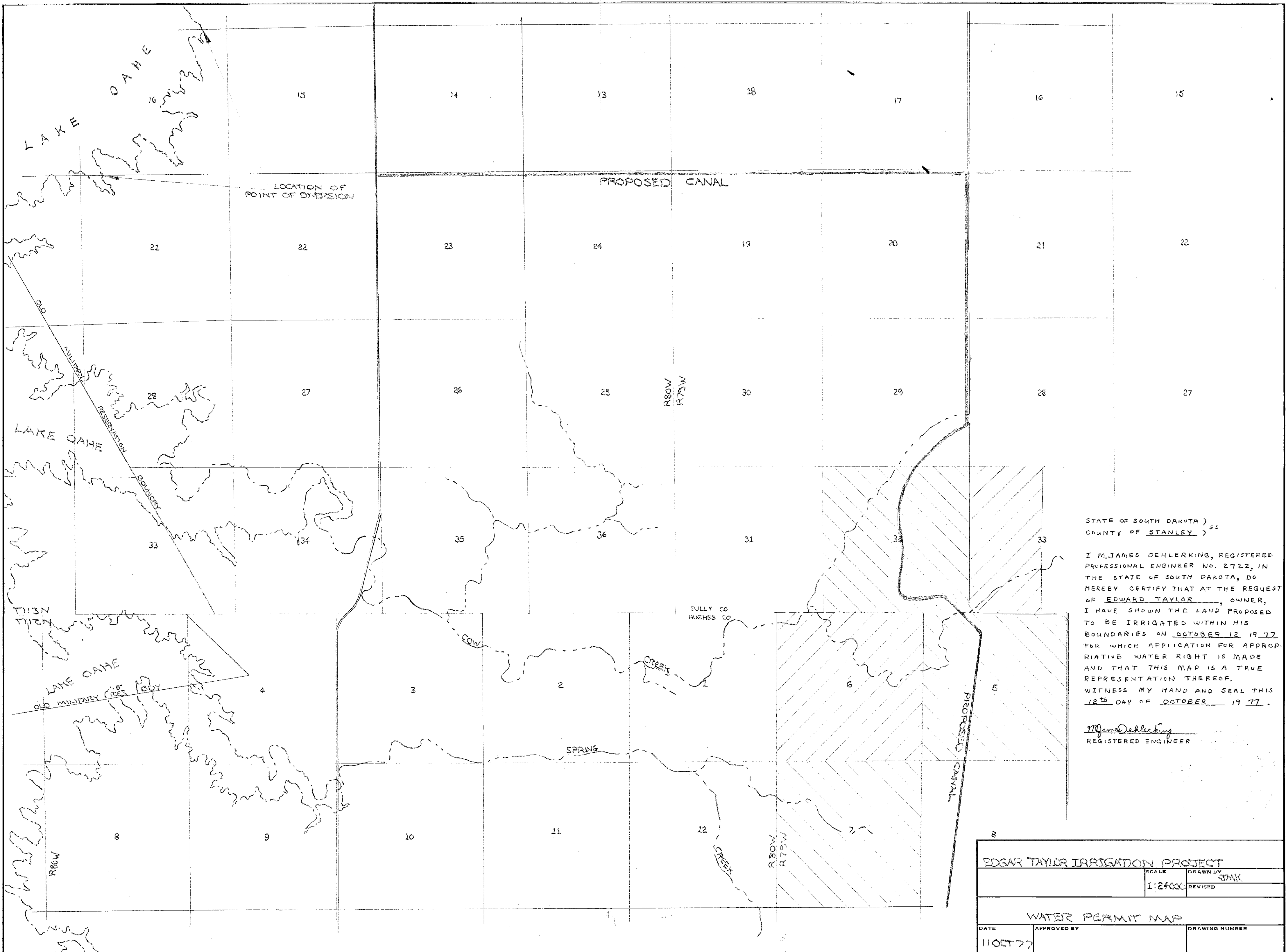
M. James Ohlerking
REGISTERED ENGINEER



ALBERT TAYLOR IRRIGATION PROJECT	
SCALE	DRAWN BY
1:24000	JMK
REVISED	
WATER PERMIT MAP	
DATE	APPROVED BY
11 OCT 77	
DRAWING NUMBER	

Appd

5505-3 MAP NO 3103-3 APPL NO 4175-3

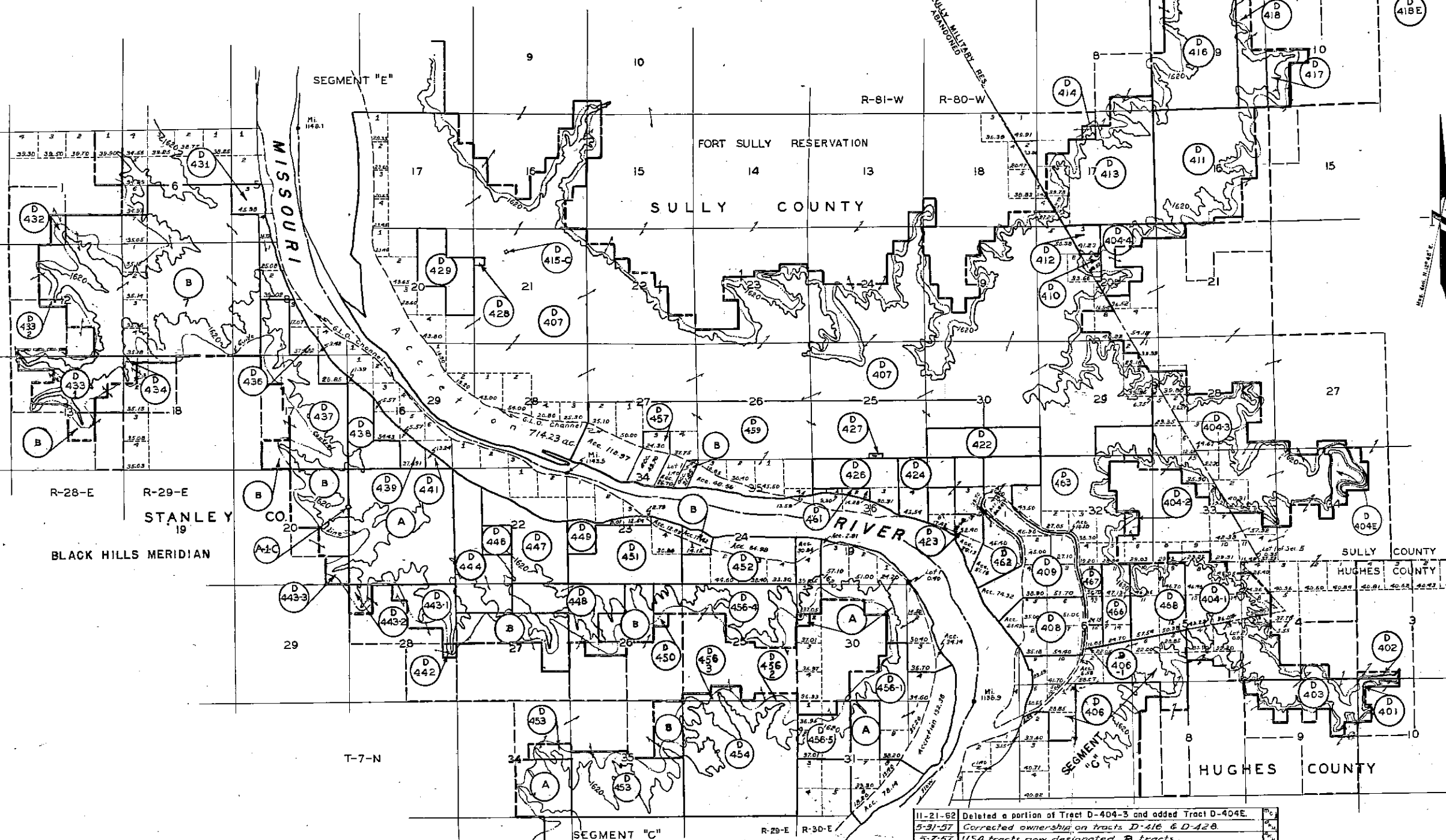
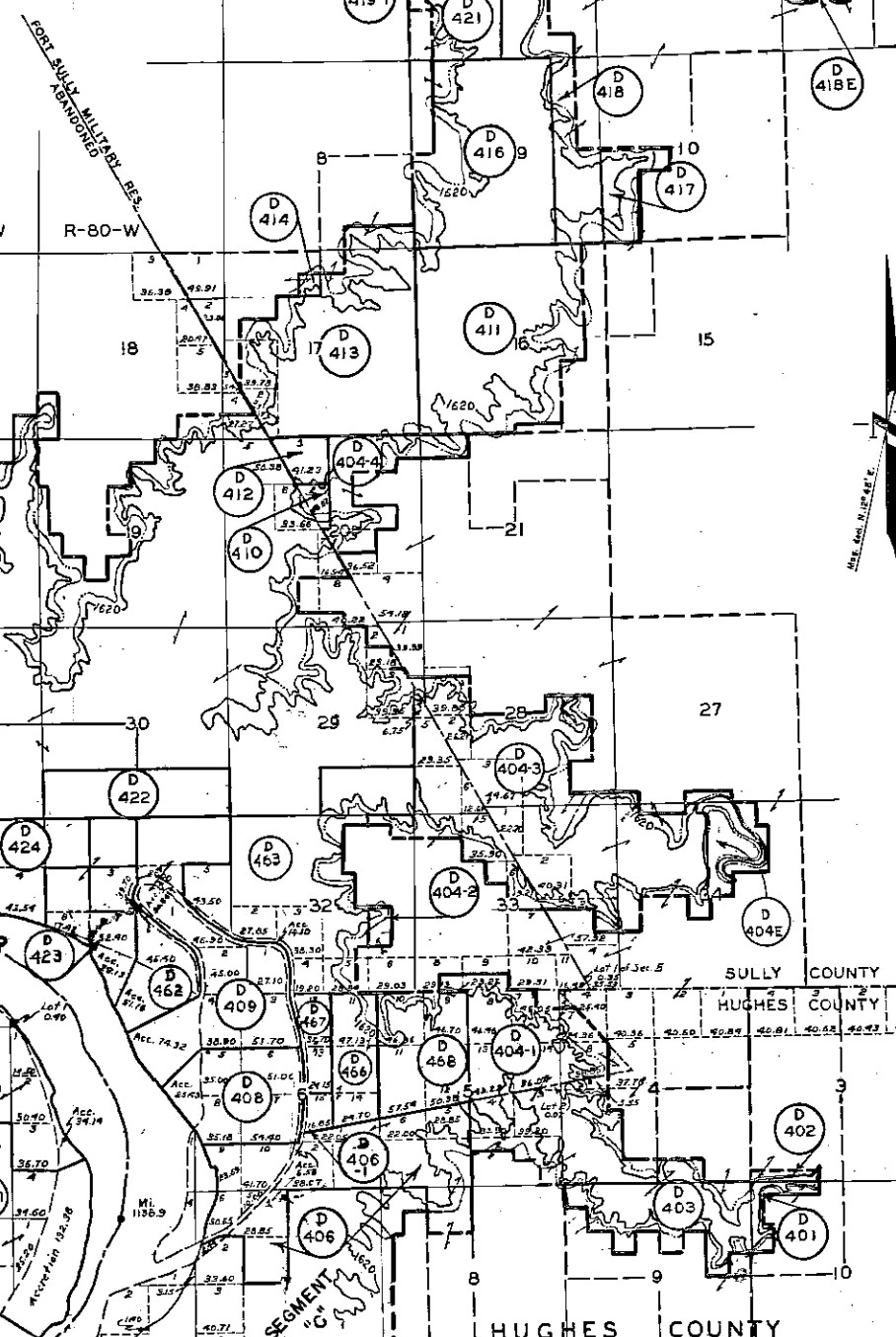
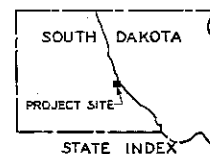
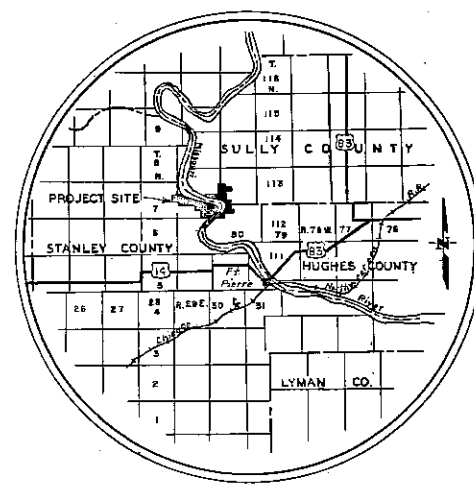


STATE OF SOUTH DAKOTA)
COUNTY OF STANLEY)⁵⁵

I M. JAMES OEHLERKING, REGISTERED PROFESSIONAL ENGINEER NO. 2722, IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF EDWARD TAYLOR, OWNER, I HAVE SHOWN THE LAND PROPOSED TO BE IRRIGATED WITHIN HIS BOUNDARIES ON OCTOBER 12, 1977 FOR WHICH APPLICATION FOR APPROPRIATIVE WATER RIGHT IS MADE AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF. WITNESS MY HAND AND SEAL THIS 12th DAY OF OCTOBER 1977.

M. James Oehlerking
REGISTERED ENGINEER

EDGAR TAYLOR IRRIGATION PROJECT		
SCALE	DRAWN BY	
1:24000	JMK	
REVISED		
WATER PERMIT MAP		
DATE	APPROVED BY	DRAWING NUMBER
11 OCT 77		



11-21-62	Deleted a portion of Tract D-404-3 and added Tract D-404E.
5-31-57	Corrected ownership on tracts D-416 & D-428
5-7-57	USA tracts now designated B tracts
6-17-57	Added tract D-416, Indian tract D-416A as tract A.
3-17-57	Revised tract D-416. Added tract D-416A
3-10-57	Revised tract D-416, Added tract D-416E.
7-10-56	Corrected boundary lines of Lots 728, Sect. 4, Haynes Co.
6-20-55	Revised tract Register.
4-30-56	Revised tract D-406, added Tract D-406F.
4-24-55	Added D-420; Revised D-419-1.
1-30-56	Revised to final revised line. Corrected Acmly acreage.
1-30-56	Added D-463, D-466, D-468. Deleted D-464.
10-27-54	Revised D-404, D-404-1, D-413.
DATE	REVISIONS

HUGHES CO. FEE: 1934.51 Ac.
SULLY CO. FEE: 13,361.48 Ac.
USA 23.25 Ac.
EASE: 19.88 Ac.
STANLEY CO. FEE: 4741.58 Ac.
(B) TRANS: 2234.89 Ac.
USA (ND) TRANS: 1381.57 Ac.

THIS DRAWING HAS BEEN REDUCED TO
ONE-HALF THE ORIGINAL SCALE.

TRACT REGISTER OF ACQUISITION AFTER 1-JAN 1943 (CIVIL)			
TRACT NO	LAND OWNER	ACREAGE FEE EASE	REMARKS
D-401	Peter Allaman, et ux	32.89	
D-402	Ivan C. Allaman, et ux	15.00	
D-403	Joseph Winkler	220.00	
D-404-1	E.D. Roberts	660.07	137.82Ac in Sully Co. 44629Ac in Hughes Co.
D-404-2	E.D. Roberts	15.00	
D-404-3	E.D. Roberts	850.89	
D-404-4	E.D. Roberts	141.05	
D-405	Floyd Putman, et ux	452.44	
D-405-1	Floyd Putman, et ux	15.00	
D-407	State of South Dakota	5947.75	
D-408	Pearl Telford, et ux	206.08	
D-409	Xavier Ziltener, et ux	419.76	244.76 Ac in Sully Co. 170.00 Ac in Hughes Co.
D-410	State of South Dakota	18.27	
D-411	State of South Dakota	520.00	
D-412	Charles B. Floyd, et al	41.23	
D-413	Charles B. Floyd, et al	538.47	
D-414	Charles B. Floyd, et al	10.00	
D-415	State of South Dakota, et al	76.00	Area for Burial Rights Only
D-416	Henry Gracelose, et ux	440.00	
D-417	G.E. Davis	750.01	
D-418	Paul F. Steffen, et ux	510.07	
D-418-1	Paul F. Steffen, et ux		12.86 Perm. flowage Eas. from 5-24-57
D-419-1		2.00	
D-419-2	G. R. Garrett, et al	2.00	
D-420		40.36	
D-421		120.00	
D-422	Elizabeth Doyle	160.00	
D-423	State of South Dakota	158.81	
D-424	Clarence B. Smith, et ux	123.30	
D-404-5	E. D. Roberts		92.50 Perm. flowage Eas. from 9-10-56
D-426	Xavier Ziltener, et ux	150.21	
D-427	School District No 33	3.60	
D-428	Fort Sully Monument Assn, et al	4.00	
D-429	J.H. Zimmerman	160.00	
D-430			
D-431	Amy Neumeyer Holland	126.80	
D-432	Hazel Holland Madon	21.80	
D-433-1	K.W. Holland	230.00	
D-434	Ellen A. Klopning	30.18	
D-435			
D-436	M.E. Hill	86.62	
D-437	Cathryn Holland, et al	410.00	
D-438	State of South Dakota	158.00	
D-439	Cathryn Holland, et al	83.78	
D-440			
D-441	State of South Dakota	13.20	
D-442	William J. Truman, et ux	10.00	
D-443-1	K.W. Holland	110.00	
D-443-2	K.W. Holland	30.00	
D-443-3	K.W. Holland	30.00	
D-444	Cathryn Holland, et al	266.00	
D-445			
D-446	Cathryn Holland, et al	40.00	
D-447	F.H. French	231.71	
D-448	Cathryn Holland	230.00	
D-449			
D-449	Joseph N. Holland, et ux	70.31	
D-450	Hazel Holland Madon	12.00	
D-451	Cathryn Holland, et al	263.49	
D-452	Hazel Holland Madon, Trustee	241.28	
D-453	William J. Truman, et ux	37.00	
D-454	State of South Dakota	690.00	
D-455			
D-456-1	Paul L. Hallam	388.38	
D-456-2	Paul L. Hallam	15.00	
D-456-3	Paul L. Hallam	30.00	
D-456-4	Paul L. Hallam	422.99	
D-456-5	Paul L. Hallam	125.46	
D-457	W.K. Holland	16.00	
D-457		68.90	
D-458	State of South Dakota		
D-459		125.812	
D-460			
D-461		23.58	
D-462	State of South Dakota	136.26	
D-463		494.66	
D-464	Deleted		
D-465			
D-466	Floyd Putman, et ux	111.83	
D-467	Wichita Mastley, et al	61.93	
D-468	State of South Dakota	201.58	
B	Dept. of the Interior (B.L. Mc Bureau of Indian Affairs (Cheyenne Res.)		See "Sec. 4" for total acreage See Segment "c" for total acreage
A-1-C	Bureau of Indian Affairs (Cheyenne Res.)		"Area for Burial Rights Only"

Sec line
when it goes
north

ACQUISITION AUTHORIZATION		TRACT NUMBER		39
PUBLIC LAW 74-177, 5088966, DTD 12-20-54 1ST H.D. O.C. to M.R. DTD 1-20-55 6th ind. to letter Dated 1-Sep-55 Dated 6-Nov-55				
REVISIONS	DATE			BY
	3-30-54	Corrected to date.		R.A.A.
	1-3-55	Change D-429 Owner.		J.K.T.
	7-5-55	Added tract D-430 Revised D-431 D-432 D-433 Revised acreage 340		R.A.A.
	8-5-55	Revised D-434 Added D-435 D-436 Deleted D-437 Deleted D-438 Deleted D-439 Deleted D-440 Deleted		R.A.A.
	8-5-55	Revised D-441 Deleted		R.A.A.
CORPS OF ENGINEERS, U.S. ARMY OFFICE OF THE DIVISION ENGINEER MISSOURI RIVER DIVISION				
COMPILED BY <i>J.K.T.</i>		REAL ESTATE		
TRACED BY <i>Geo</i>				
CHECKED BY <i>W.M. 7.</i>		OAHE RESERVOIR		
SUBMITTED BY: <i>Frank M. Nelson</i>		SEGMENT "D"		
RECOMMENDED BY: <i>W.B. L...</i>		APPROVED BY: <i>J.K.T.</i> <i>FOR FILE</i>		DATE 3-1-54
OFFICE, CHIEF OF ENGINEERS, WASHINGTON D. C.		SCALE IN MILES 0 1/4 1/2 3/4 1		
INSTALLATION OR PROJECT NO.		SHEET 4 OF		DRAWING NO. C-2-D

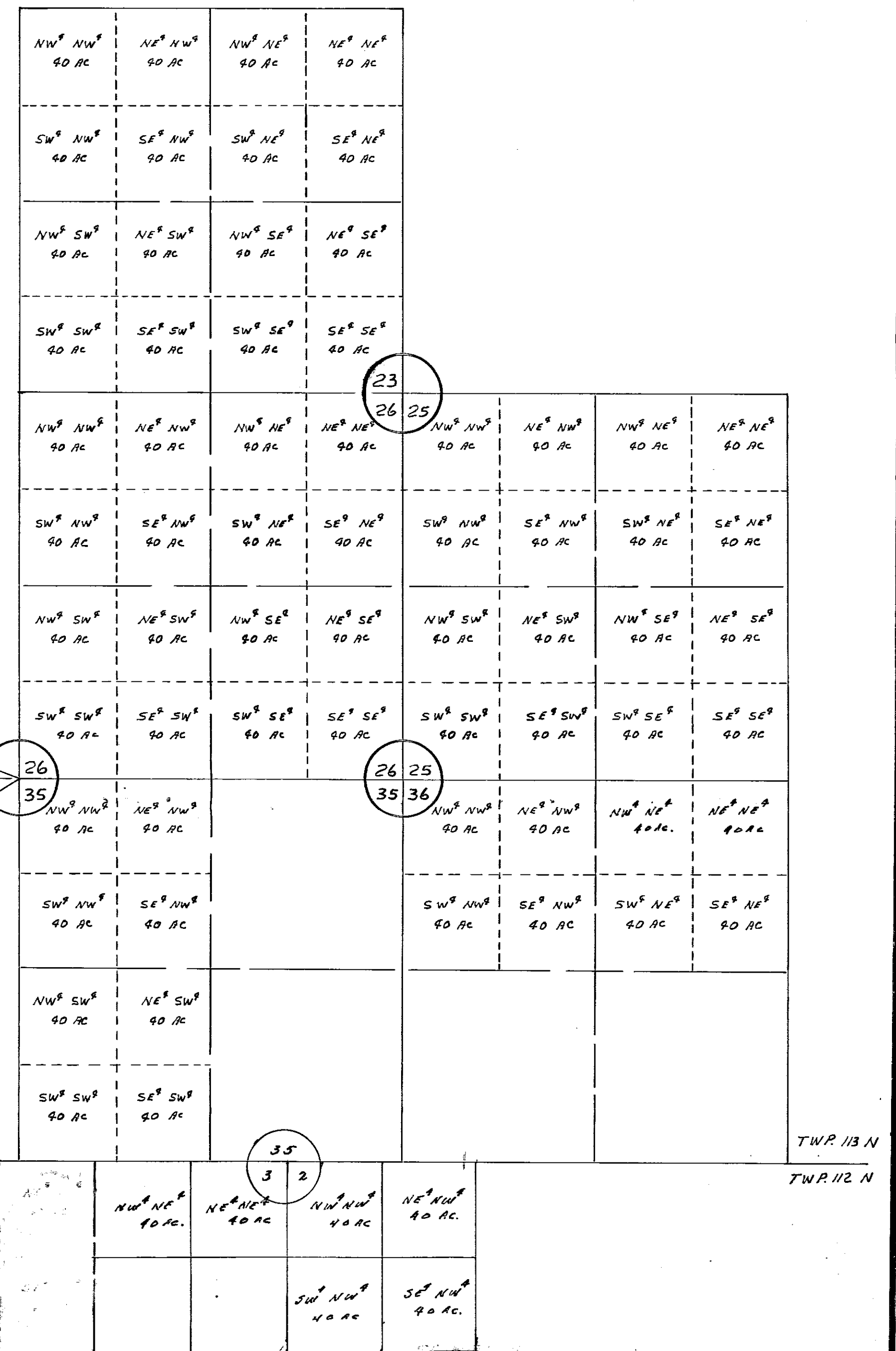
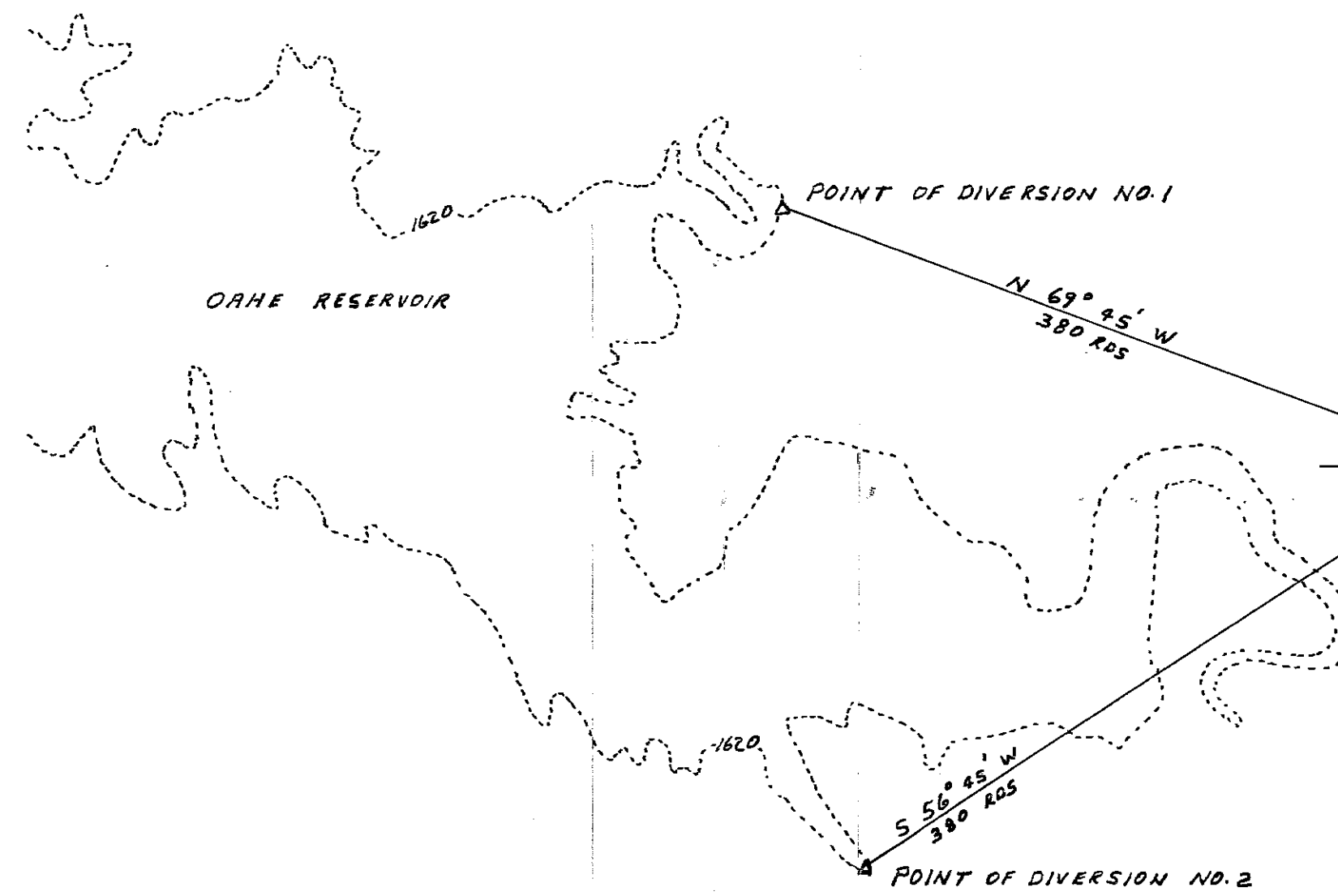
AREAS BY LEGAL SUBDIVISION

NW¹ NW¹ SEC. 23 TWP. 113 R. 80 40 AC
 NE NW¹ SEC. 23 TWP. 113 R. 80 40
 SW NW¹ SEC. 23 TWP. 113 R. 80 40
 SE NW¹ SEC. 23 TWP. 113 R. 80 40
 NW NE¹ SEC. 23 TWP. 113 R. 80 40
 NE NE¹ SEC. 23 TWP. 113 R. 80 40
 SW NE¹ SEC. 23 TWP. 113 R. 80 40
 SE NE¹ SEC. 23 TWP. 113 R. 80 40
 NW SW¹ SEC. 23 TWP. 113 R. 80 40
 NE SW¹ SEC. 23 TWP. 113 R. 80 40
 SW SW¹ SEC. 23 TWP. 113 R. 80 40
 SE SW¹ SEC. 23 TWP. 113 R. 80 40
 NW SE¹ SEC. 23 TWP. 113 R. 80 40
 NE SE¹ SEC. 23 TWP. 113 R. 80 40
 SW SE¹ SEC. 23 TWP. 113 R. 80 40
 SE SE¹ SEC. 23 TWP. 113 R. 80 40
 NW NW² SEC. 25 TWP. 113 R. 80 40
 NE NW² SEC. 25 TWP. 113 R. 80 40
 SW NW² SEC. 25 TWP. 113 R. 80 40
 SE NW² SEC. 25 TWP. 113 R. 80 40
 NW NE² SEC. 25 TWP. 113 R. 80 40
 NE NE² SEC. 25 TWP. 113 R. 80 40
 SW NE² SEC. 25 TWP. 113 R. 80 40
 SE NE² SEC. 25 TWP. 113 R. 80 40
 NW SW² SEC. 25 TWP. 113 R. 80 40
 NE SW² SEC. 25 TWP. 113 R. 80 40
 SW SW² SEC. 25 TWP. 113 R. 80 40
 SE SW² SEC. 25 TWP. 113 R. 80 40
 NW SE² SEC. 25 TWP. 113 R. 80 40
 NE SE² SEC. 25 TWP. 113 R. 80 40
 SW SE² SEC. 25 TWP. 113 R. 80 40
 SE SE² SEC. 25 TWP. 113 R. 80 40
 NW NW³ SEC. 26 TWP. 113 R. 80 40
 NE NW³ SEC. 26 TWP. 113 R. 80 40
 SW NW³ SEC. 26 TWP. 113 R. 80 40
 SE NW³ SEC. 26 TWP. 113 R. 80 40
 NW NE³ SEC. 26 TWP. 113 R. 80 40
 NE NE³ SEC. 26 TWP. 113 R. 80 40
 SW NE³ SEC. 26 TWP. 113 R. 80 40
 SE NE³ SEC. 26 TWP. 113 R. 80 40
 NW SW³ SEC. 26 TWP. 113 R. 80 40
 NE SW³ SEC. 26 TWP. 113 R. 80 40
 SW SW³ SEC. 26 TWP. 113 R. 80 40
 SE SW³ SEC. 26 TWP. 113 R. 80 40
 NW SE³ SEC. 26 TWP. 113 R. 80 40
 NE SE³ SEC. 26 TWP. 113 R. 80 40
 SW SE³ SEC. 26 TWP. 113 R. 80 40
 SE SE³ SEC. 26 TWP. 113 R. 80 40

NW¹ NW¹ SEC. 35 TWP. 113 R. 80 40 AC
 NE NW¹ SEC. 35 TWP. 113 R. 80 40
 SW NW¹ SEC. 35 TWP. 113 R. 80 40
 SE NW¹ SEC. 35 TWP. 113 R. 80 40
 NW NE¹ SEC. 35 TWP. 113 R. 80 40
 NE NE¹ SEC. 35 TWP. 113 R. 80 40
 SW NE¹ SEC. 35 TWP. 113 R. 80 40
 SE NE¹ SEC. 35 TWP. 113 R. 80 40
 NW SW¹ SEC. 35 TWP. 113 R. 80 40
 NE SW¹ SEC. 35 TWP. 113 R. 80 40
 SW SW¹ SEC. 35 TWP. 113 R. 80 40
 SE SW¹ SEC. 35 TWP. 113 R. 80 40
 NW SE¹ SEC. 35 TWP. 113 R. 80 40
 NE SE¹ SEC. 35 TWP. 113 R. 80 40
 SW SE¹ SEC. 35 TWP. 113 R. 80 40
 SE SE¹ SEC. 35 TWP. 113 R. 80 40
 NW NW² SEC. 36 TWP. 113 R. 80 40
 NE NW² SEC. 36 TWP. 113 R. 80 40
 SW NW² SEC. 36 TWP. 113 R. 80 40
 SE NW² SEC. 36 TWP. 113 R. 80 40
 NW NE² SEC. 36 TWP. 113 R. 80 40
 NE NE² SEC. 36 TWP. 113 R. 80 40
 SW NE² SEC. 36 TWP. 113 R. 80 40
 SE NE² SEC. 36 TWP. 113 R. 80 40
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 SW SE² SEC. 36 TWP. 113 R. 80 40
 SE SE² SEC. 36 TWP. 113 R. 80 40
 NW NW³ SEC. 2 TWP. 112 R. 80 40
 NE NW³ SEC. 2 TWP. 112 R. 80 40
 SW NW³ SEC. 2 TWP. 112 R. 80 40
 SE NW³ SEC. 2 TWP. 112 R. 80 40
 NW NE³ SEC. 3 TWP. 112 R. 80 40
 NE NE³ SEC. 3 TWP. 112 R. 80 40
 SW NE³ SEC. 3 TWP. 112 R. 80 40
 SE NE³ SEC. 3 TWP. 112 R. 80 40
 NW SW³ SEC. 3 TWP. 112 R. 80 40
 NE SW³ SEC. 3 TWP. 112 R. 80 40
 SW SW³ SEC. 3 TWP. 112 R. 80 40
 SE SW³ SEC. 3 TWP. 112 R. 80 40
 NW SE³ SEC. 3 TWP. 112 R. 80 40
 NE SE³ SEC. 3 TWP. 112 R. 80 40
 SW SE³ SEC. 3 TWP. 112 R. 80 40
 SE SE³ SEC. 3 TWP. 112 R. 80 40

TOTAL 2800 AC

R. 80 W



SURVEYORS CERTIFICATE

STATE OF SOUTH DAKOTA
 COUNTY OF HUGHES - SULLY

I MAYNARD C. SOMMER, REGISTERED LAND SURVEYOR, IN AND FOR THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF Oahe Enterprises Corporation, SOLE OWNER, I HAVE SHOWN THE LANDS PROPOSED TO BE IRRIGATED WITHIN THEIR OWNERSHIP BOUNDRIES ON MAY 1968 FOR WHICH APPLICATION FOR APPROPRIATIVE WATER RIGHT IS MADE AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.
 WITNESS MY HAND AND SEAL THIS 27th DAY OF MAY 1968.

Maynard C. Sommer
 REG. LAND SURVEYOR

STATE OF SOUTH DAKOTA
 COUNTY OF HUGHES - SULLY

ON THIS DAY, BEFORE ME, THE UNDER SIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MAYNARD C. SOMMER, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING SURVEYORS CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.
 WITNESS MY HAND AND SEAL THIS 27th DAY OF MAY 1968.

MY COMMISSION EXPIRES: January 19, 1976

AB Snell
 NOTARY PUBLIC

WATER TO BE DIVERTED ON
 WATERLINE BETWEEN POINT
 OF DIVERSION NO. 1 AND
 POINT OF DIVERSION NO. 2

SHOWING AREA & DIVERSION POINTS WHERE WATERS
 WILL BE DIVERTED FOR PERMIT TO APPROPRIATE WATER

Oahe Enterprises Corporation
 MAYNARD C. SOMMER

OWNER
 SURVEYOR

MAP NO 1152-3

APPL NO 1589-3

Appl 5505-3

WATER PERMIT

The Water Management Board hereby approves Water Permit Application No. _____

(Applicant)

(Post Office Address)

(State)

(Zip Code)

With the following qualifications.

Date of first receipt of application _____, 19____.

Date of return to applicant for correction, amendments or changes required _____, 19____.

Date of receipt of corrected application _____, 19____. Approved _____, 19____.

The Water Management Board hereby approves this Water Permit No. _____ authorizing the construction of the water use system and the placing of water to beneficial use as stated in the Application and as qualified in the Water Permit approval, subject, however, to the following limitations and conditions:

1. The date from which applicant may claim right is _____, 19____.
2. One-fifth of the work is to be completed on or before _____, 19____.
3. The whole of said work is to be completed on or before _____, 19____.
4. The time limit for proof of beneficial use of water is _____, 19____.
5. The water appropriated shall be used for the purpose of _____.
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 unlawfully impaired by this appropriation.
7. The amount of the appropriation herein granted shall not exceed _____ 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. For irrigation purposes said appropriation must be limited to not more than 2 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 _____, 19____; said water to be used during the following described annual period: _____.

WATER MANAGEMENT BOARD

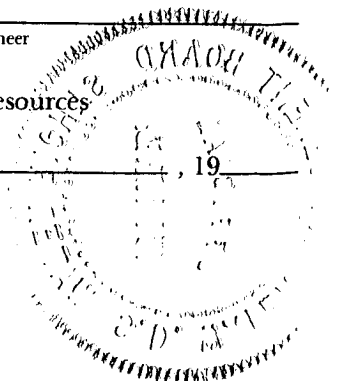
By: _____

Chief Engineer

Division of Water Rights

Dept. of Water and Natural Resources

_____, 19____



**SOUTH DAKOTA
WATER PERMIT No. 5505-3 FOR IRRIGATION**

Date of first receipt of application September 24, 1984.

Date Soil/Water Compatibility Permit received November 14, 1984 and
February 12, 1991.

The Chief Engineer, on behalf of the Water Management Board, issues Water Permit No. 5505-3 to J.E.S. Farms, 814 N Monroe, Pierre SD 57501 authorizing the construction of the water use system and the placing of water to beneficial use subject to the following limitations, conditions and qualifications:

1. Water Permit No. 5505-3 appropriates 7.88 cubic feet of water per second from the Missouri River to irrigate 551.6 acres. The point of diversion is located in the NW 1/4 NE 1/4 Section 20-T113N-R80W. The land irrigated is located in the SE 1/4 Section 28-T112N-R79W; NE 1/4 Section 28; W 1/2 Section 11; all in T113N-R79W.
2. The amount of the appropriation may not exceed 2 acre feet annually for each acre of land to which water is actually and beneficially applied for irrigation. The water is to be used during the following described annual period: April 1 - October 31.
3. The date from which applicant may claim right is February 12, 1991.
4. The date of approval of Permit No. 5505-3 is May 1, 1991.
5. Water rights obtained in compliance with the laws of the State of South Dakota may not be unlawfully impaired by this appropriation.

QUALIFICATION

This permit is approved subject to the irrigation water use questionnaire being submitted each year.

WATER MANAGEMENT BOARD

By: 
Chief Engineer, Water Rights Division
Department of Environment and Natural Resources

SEP 16 1991

date

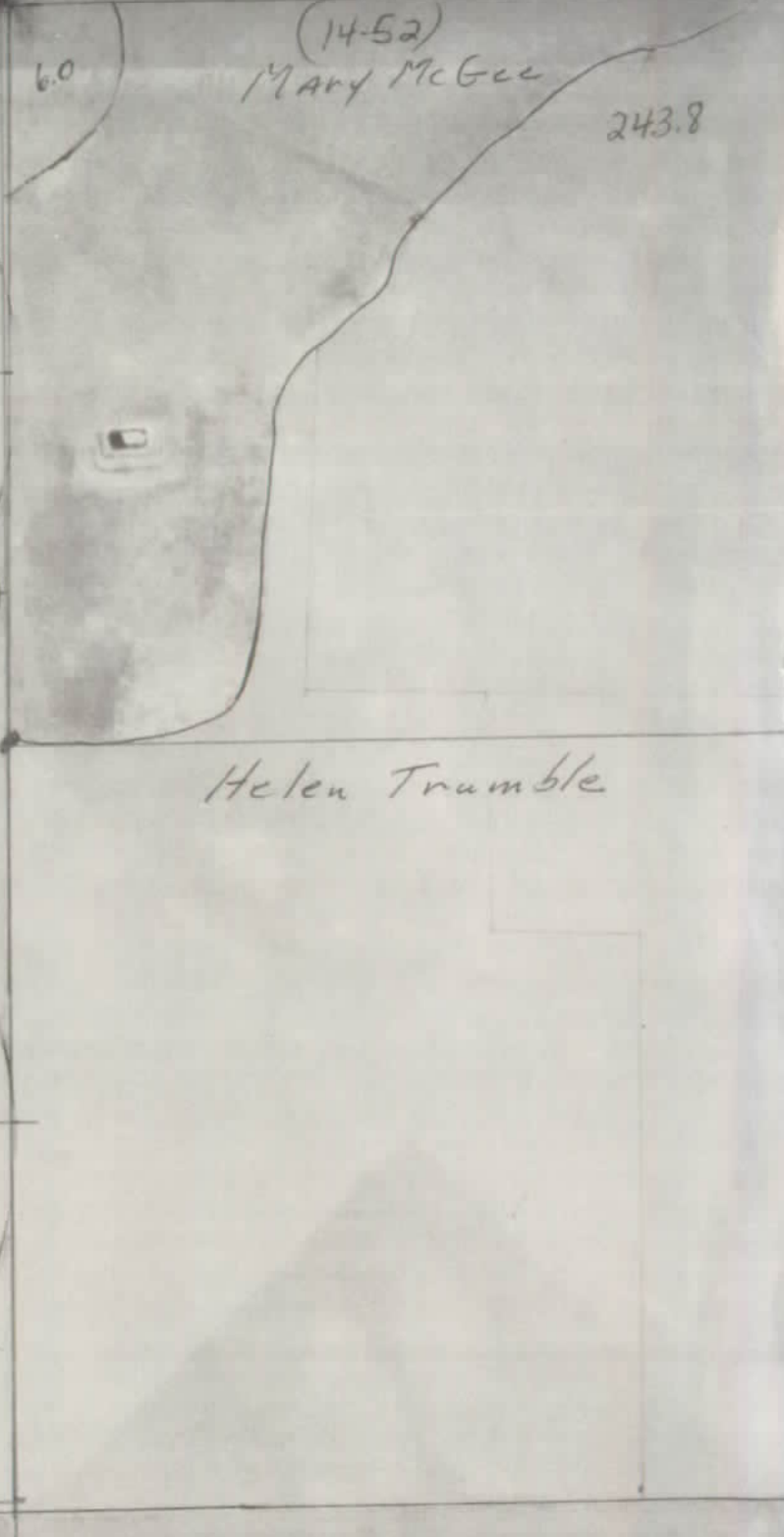
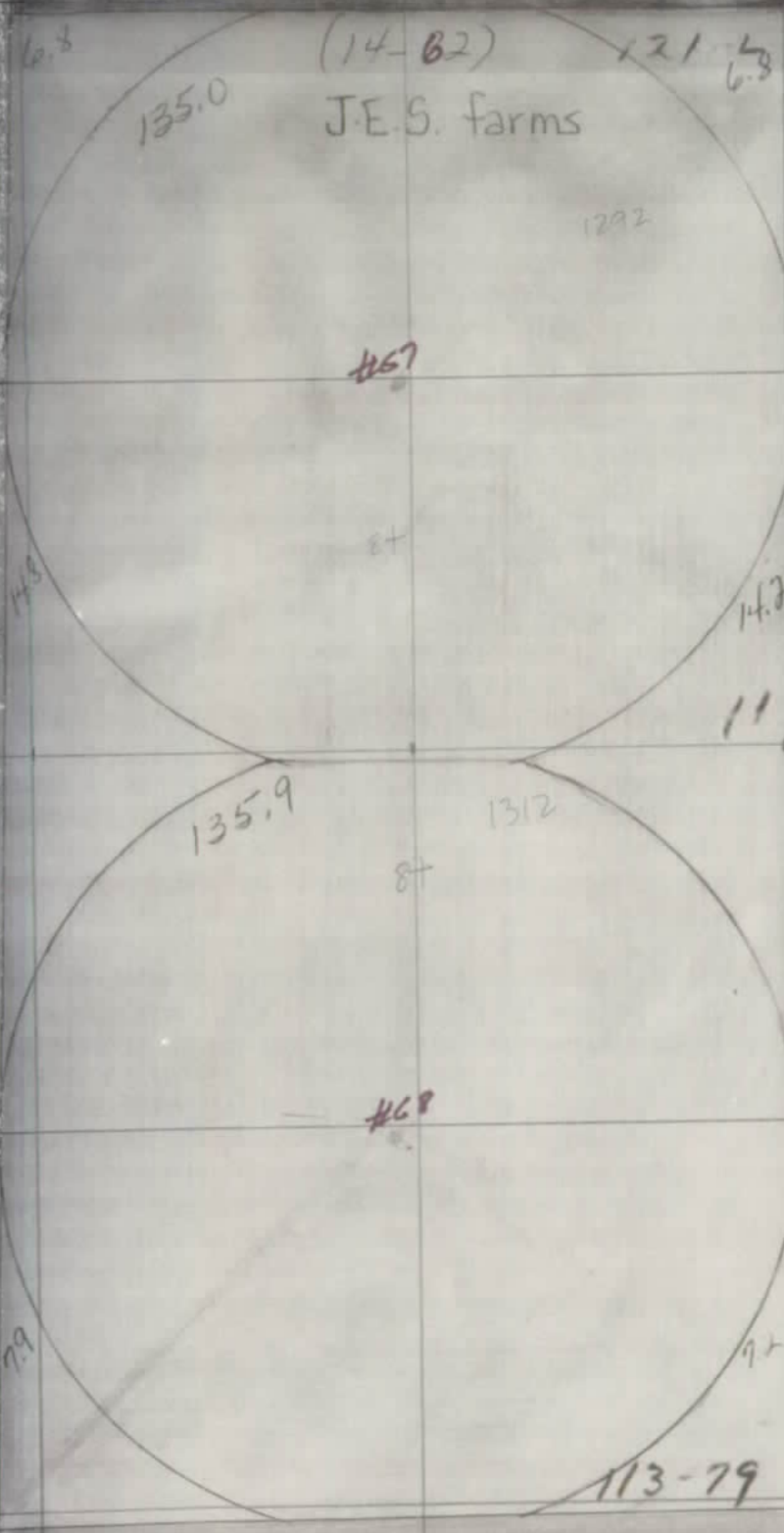
J.E.S. Farms

Attachment "A"

			Acres	
NW 1/4 NE 1/4	Section 28, T113N, R79W		35.0	Circle #88
NE 1/4 NE 1/4	"		34.7	
SW 1/4 NE 1/4	"		35.1	
SE 1/4 NE 1/4	"		37.3	
NW 1/4 SE 1/4	Section 28, T112N, R79W		36.2	Circle #86
NE 1/4 SE 1/4	"		34.7	
SW 1/4 SE 1/4	"		34.3	
SE 1/4 SE 1/4	"		31.9	
NW 1/4 NW 1/4	Section 11, T113N, R79W		34.3	Circles 67, 68 North F Hoven
NE 1/4 NW 1/4	"		33.3	
SW 1/4 NW 1/4	"		35.0	
SE 1/4 NW 1/4	"		33.7	
NW 1/4 SW 1/4	"		34.6	
NE 1/4 SW 1/4	"		31.9	
SW 1/4 SW 1/4	"		36.2	
SE 1/4 SW 1/4	"		33.4	
			551.6	

NOT TO SCALE

113-79



113-79

RECEIPT

Division of Water Rights

No 4 9769

South Dakota Department of Water and Natural Resources

Pierre, September 26, 1986

RECEIVED OF J.E.S. Farms, Star Route A, Box 82, Pierre, SD 57501

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

Fee for Application for Permit No. 5505-3 to Appropriate Water, to construct works and to put water to beneficial use	425	00
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		
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	425	00

By John Hatch
Chief Engineer JOHN HATCH/MS



Department of Water & Natural Resources

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

Water Rights Division
605 773-3352

June 18, 1984

J.E.S. Farms
Rt A, Box 82
Pierre SD 57501

Dear Mr. Sheehan:

On May 3, 1984, I visited your farm for the final inspection of your water permit Nos. 1589-3, 1713-3, 1781-3, 1991-3 3434-3, 4174-3 and 4175-3. The purpose of the final inspection is to compare the original conditions of the permit with what you have developed. After all necessary corrections are made, the water permit is licensed and becomes a water right.

I discussed with Pat Tracy that some of your developed acreage is not covered by the above permits. The lands listed on the enclosed application are the ares which are not covered. The time for developing or amending the above permits ended on November 30, 1982; therefore, a new permit is required for any developed acreage not covered by the prior permits.

Soil and water compatibility is also required for all new permits. Enclosed is a WI-1 form which must be completed to obtain soil and water approval. Contact the Division of Conservation if you have questions about the WI-1 form (773-3259).

Please answer any questions which have not been completed and correct any errors. The forms must then be notarized and returned with an application fee of \$425.00. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Ron Duvall".

RON DUVALL
Water Resources Engineer

RD:ks

encl.

cc: Div. of Conservation

Equal Opportunity Employer



Department of Agriculture

DIVISION OF CONSERVATION

Anderson Building, Room 322 • Pierre, South Dakota 57501
Phone 605/773-3258

October 29, 1984

JES Farms
c/o Harvey Sheehan
814 N Monroe
Pierre, SD 57501

Dear Mr. Sheehan:

Please find enclosed two WI-1 forms to be signed, notarized and returned to this office.

In an initial review of the soils of the area under application, the land in the W $\frac{1}{2}$ of Sec 11-113-79, contains soils which are not considered suitable for irrigation and a field investigation will be necessary before a recommendation is made to the State Conservation Commission.

Please be advised that the application containing the NE $\frac{1}{4}$ 28-T113N-R79W and the SE $\frac{1}{4}$ 28-T112N-R79W will be processed when received by this office. If received prior to November 7, 1984, this application may be brought before the Commission at their November 8, 1984 meeting.

Sincerely,

Jim Stukel
Irrigation Program Administrator

cf



SOIL/WATER COMPATIBILITY PERMIT APPLICATION FORM

Division of Conservation

Office Use Only

WR#

OWNERS NAME: JES Farms OWNERS ADDRESS: Harvey Sheehan

814 N Monroe, Pierre, SD 57501

COUNTY LAND LOCATED IN: Sully PHONE: 224-1132

TENANT'S NAME AND ADDRESS: _____

LEGAL DESCRIPTION: (Show Legal Description to Nearest 10 Acres)

1. WELL LOCATION _____

Depth _____

2. SURFACE WATER SOURCE AND DIVERSION LOCATION: Missouri River

Approx. 4026 Ft N and 1485 Ft W from SE corner of Sec 20-113-80

Diversion Location _____

Legal Description	Acres	Legal Description	Acres
<u>NE 1/4 NE 1/4 Sec 28-T113N-R79W</u>	<u>35.0</u>	<u>NE 1/4 SE 1/4 Sec 28-T112N-R79W</u>	<u>36.2</u>
<u>NE 1/4 NE 1/4 Sec 28-T113N-R79W</u>	<u>34.7</u>	<u>NE 1/4 SE 1/4 Sec 28-T112N-R79W</u>	<u>34.7</u>
<u>SW 1/4 NE 1/4 Sec 28-113N-R79W</u>	<u>35.1</u>	<u>SW 1/4 SE 1/4 Sec 28-T112N-R79W</u>	<u>34.3</u>
<u>SE 1/4 NE 1/4 Sec 28-T113N-R79W</u>	<u>37.3</u>	<u>SE 1/4 SE 1/4 Sec 28-T112N-R79W</u>	<u>31.9</u>

TOTAL ACREAGE = 279.20

68,70,73,77

3. SHOW ANY PORTION OF LAND THAT PRESENTLY HOLDS AN IRRIGATION PERMIT: YEAR OBTAINED _____

LEGAL DESCRIPTION: 12,253.3 acres in Sully & Hughes County

IN WHAT NAME: JES Farms, Permit #1589-3, 1713-3, 1991-3, 3434-3, 4174-3, & 4175-3

4. LOCATION OF AREA TO BE IRRIGATED NOTE: **SOILS INFORMATION FOR THIS AREA MUST ACCOMPANY THE APPLICATION. (See instruction sheet)**

5. TYPE OF IRRIGATION: GRAVITY: _____ TOWLINE: _____ CENTER PIVOT: ☒ GUN: _____ (Specify) _____

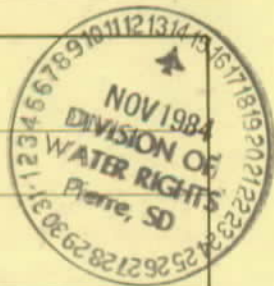
6. CROPS TO BE IRRIGATED: _____

WATER QUALITY: (TO BE COMPLETED BY SDSU WATER QUALITY LABORATORY)

7. WATER SAMPLE NUMBER: Missouri River 10. ADJUSTED (SAR): _____

8. SALINITY (EC X 10⁶): _____ 11. PERCENT SODIUM _____

9. SODIUM (SAR): _____



I hereby certify that I personally obtained or that I personally observed that taking of a sample of the water to be used in irrigating the above-described land. I also hereby certify that the required procedures for the taking of the sample (see instruction sheet) were followed, and that the sample was taken at _____ a.m./p.m., on _____, 19____, at the following location: _____

by (individual who took sample if other than applicant). I also hereby certify that the water sample taken has NOT been adulterated or tampered with in any manner, and is TRULY REPRESENTATIVE of the water which will be used in irrigating the above-described land.

Signature, of Water Sampler _____

I understand that the Division of Conservation or agents thereof may obtain water samples from wells and surface bodies to be used for irrigation purposes to validate water samples taken at the time of application. The Department of Agriculture may also gather technical information necessary to protect the land. (46-5-6.4).

SUBSCRIBED AND SWORN BEFORE ME THIS

5th DAY OF November, 1984

(NOTARY PUBLIC)

APPLICANT'S SIGNATURE

Director, Division of Conservation

Date

APPROVED

DISAPPROVED

CONDITIONALLY APPROVED

IMPORTANT
Action by the Department of Agriculture or the State Conservation Commission is not the final action on any application. In all cases a WATER RIGHT must be obtained from the State Water Management, Foss Building.

Conditional soil/water permits will be recorded by the Department of Agriculture, with the County Register of Deeds.

CONDITIONAL APPROVAL

#4116

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE
DIVISION OF CONSERVATION

NAME OF APPLICANT: JES Farms

LEGAL DESCRIPTION: NE 1/4 28-113-79 & SE 1/4 28-112-79

SOIL RESTRICTIONS:

THE SOIL(S) LISTED BELOW CANNOT BE IRRIGATED:

THE SOILS(S) LISTED BELOW CAN BE IRRIGATED
WITH THE FOLLOWING RESTRICTIONS:

RECOMMENDED MANAGEMENT:

We recommend the use of a form of conservation tillage to conserve soil moisture, maintain tilth and control ~~soil~~ erosion.

We also recommend that the extensive areas of Onita soil receive consideration in your water management plan, due to the fact that these areas receive additional waters from the adjacent soil which may result in trafficability hazards and water logging of the soil.

John J. Felt
SIGNATURE

DATE



Department of Water & Natural Resources

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

August 18, 1989

4175-3

J E S Trust
%Laurel Olson
1431 Opus Place
Suite 665
Downers Grove, IL 60515

Dear Mr. Olson:

The inspection of the water use system and the inspection of the extent of the application of water to beneficial use, as developed under Water Permit Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3 and 4175-3 was conducted May 3, 1984. The inspection report has now been completed and the final water right document, the Water License, can now be issued for Permit No. 4175-3. The applicable portions of the remaining permits will be incorporated into Water License No. 4175-3.

Statutes require that we charge a \$50.00 fee for the inspection and issuance of the Water License. Upon receipt of the \$50.00 fee from you, Water License No. 4175-3 will be processed and sent to you.

South Dakota Water Law 46-5-30.1 requires that a permit holder may not divert water until this \$50.00 license fee has been paid. Please contact us if you have any questions.

Sincerely,

GENNY MCMATH
Natural Resources Analyst
(605) 773-3352

NOTE: On check or money order, please specify your permit number. This will insure proper handling of the fee.



RECEIPT

411904

Division of Water Rights

South Dakota Department of Water and Natural Resources

Pierre, September 11, 19 89RECEIVED OF J.E. S. Farms, HCB 37, Box 82, Pierre, SD 57501

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

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. <u>Water Permit No. 4175-3</u>	5000	
Fee for Filing Transfer Form _____		
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	5000

By John H. H. H. H.
Chief Engineer

Department of Agriculture
WI#1
5/87

SOIL/WATER COMPATIBILITY PERMIT
Division of Conservation

Office Use Only

4561

WR#

OWNERS NAME: JES FARMS

OWNERS ADDRESS: 814 NORTH MONROE

PIERRE SD 57301

COUNTY LAND LOCATED IN: SULLY

PHONE: 224-4732

LEGAL DESCRIPTION:

1. LOCATION

NE $\frac{1}{4}$ 20-T113N-R50W

☐ Well

☒ Surface

MISSOURI RIVER

Depth: _____

Legal Description	Acres	Legal Description	Acres
<u>NW$\frac{1}{4}$ NW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>34.3</u>	<u>NW$\frac{1}{4}$ SW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>34.6</u>
<u>NE$\frac{1}{4}$ NW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>33.3</u>	<u>NE$\frac{1}{4}$ SW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>31.9</u>
<u>SW$\frac{1}{4}$ NW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>35.0</u>	<u>SW$\frac{1}{4}$ SW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>36.2</u>
<u>SE$\frac{1}{4}$ NW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>33.7</u>	<u>SE$\frac{1}{4}$ SW$\frac{1}{4}$ 11-T113N-R79W</u>	<u>33.4</u>

TOTAL ACREAGE: 272.40

OTHER:

2. TYPE OF IRRIGATION: GRAVITY: _____ TOWLINE: _____ CENTER PIVOT: XXX GUN: _____ (Specify) _____

3. CROPS TO BE IRRIGATED: WHEAT, CORN, SOYBEANS & SORGHUM-SUDAN

WATER QUALITY:

4. WATER SAMPLE NUMBER: MISSOURI RIVER

7. ADJUSTED (SAR): _____

5. SALINITY (EC X 10⁶): _____

8. PERCENT SODIUM: _____

6. SODIUM (SAR): _____

Requirements:

(SEE ATTACHED MANAGEMENT PLAN, DATED JANUARY 24, 1991)



XXX APPROVED

DISAPPROVED

WAIVER

XXX

REQUIREMENTS

Director, Division of Conservation

JANUARY 31, 1991

Date

Soil/water permits will be recorded by the Department of Agriculture, with the County Register of Deeds.

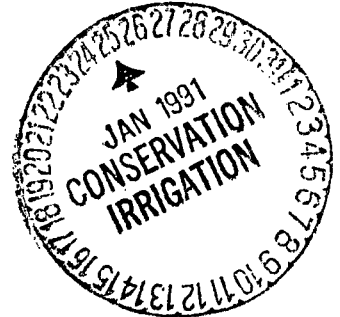
J.E.S. FARMS

HARVEY D. SHEEHAN
OWNER

STAR ROUTE A • BOX 82
PIERRE, SOUTH DAKOTA 57501

January 24, 1991

James L. Stukel
Natural Resource Program Scientist
South Dakota Department of Agriculture
Anderson Building
445 East Capitol
Pierre, SD 57501-3188



I.E. Revised Management Plan Section 11-113-79

Dear Mr. Stukel:

In response to your letter dated December 11, 1990, pertaining to the permitting of Section 11-113-79 on J.E.S. Farms, we offer the following management plan:

- A. A minimum till residue retention program will be utilized as much as possible.
- B. Crop rotation will consist of wheat, corn, soybeans, and sorghum-sudan as USDA programs allow.
- C. Sodium levels will be monitored. Soil amendments will be applied as needed.
- D. The soils will be deep ripped approximately every three years.
- E. A water management plan will be utilized each season, including installation of gypsum blocks and applying water in accordance with block readings and crop usage. Periodic applications will be applied to induce salt leaching.

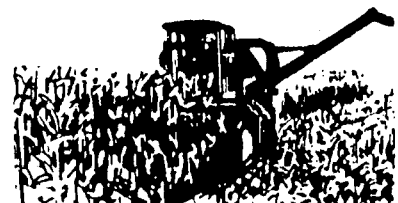


If you require any further information, please contact me.

Sincerely,

Patrick D. Tracy
Patrick D. Tracy
J.E.S. Farms

PDT:drs



Report on Application No. 5505-3
JES Farms
February 20, 1991

Application No. 5505-3, JES Farms, proposes to appropriate 7.88 cubic feet of water per second (cfs), 3,546 gallons per minute from the Missouri River to irrigate 551.6 acres of land. The diversion point is located in the NW 1/4 NE 1/4 Section 20, T113N, R80W, and the land to be irrigated is located in the NE 1/4 Section 28, T113N, R79W, SE 1/4 Section 28, T112N, R79W, and the W 1/2 Section 11, T113N, R79W.

Water Source

The water source is the Missouri River. The Missouri River is known to have ample supplies of unappropriated water available. This application is to cover lands that are not covered by other permits held by JES Farms which are in the process of being licensed. This application is located above the Oahe Dam.

Review of Existing Water Rights/Permits

There are numerous water rights/permits diverting from the Missouri River throughout the center of South Dakota. JES Farms has six permits in the process of being licensed for a total acreage of 12,253.3. These acres do not include this application. There have been no complaints reported on the Missouri River.

Conclusions

1. Water is available from the Missouri River during the irrigation season.
2. Water is to be used for beneficial use.

Norma C. Job

Norma C. Job
Natural Resources Engineer I

Approved by:

Delvin D. Brosz

Delvin D. Brosz, PE
Natural Resources Engineer IV

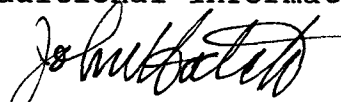
RECOMMENDATION OF CHIEF ENGINEER FOR WATER PERMIT
APPLICATION NO. 5505-3, J.E.S. Farms

Pursuant to SDCL 46-2A-2, the following is the recommendation of the Chief Engineer, Water Rights Division, Department of Water and Natural Resources concerning Water Permit Application No. 5505-3, J.E.S. Farms, 814 North Monroe, Pierre, SD.

The Chief Engineer is recommending APPROVAL of Application No. 5505-3 because 1) there is reasonable probability that there is unappropriated water available for the applicant's proposed use, 2) the proposed diversion can be developed without unlawful impairment of existing rights, 3) the proposed use is a beneficial use, and 4) in the public interest with the following qualification:

This permit is approved subject to the irrigation water use questionnaire being submitted each year.

See report on application for additional information.

A handwritten signature in cursive script, appearing to read "John Hatch", is written over the printed name.

JOHN HATCH, Chief Engineer
March 15, 1991



DEPARTMENT OF WATER & NATURAL RESOURCES

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

NOTE: TO BE SURE OF PUBLICATION ON
THE CORRECT DATES, CONTACT
THE NEWSPAPERS RIGHT AWAY.

March 22, 1991

Harvey Sheehan
J.E.S. Farms
814 N Monroe
Pierre, SD 57501

Dear Mr. Sheehan:

Water Permit Application No. 5505-3 for irrigation use has been examined and found to comply with the South Dakota Water Laws and applicable rules. A notice of hearing has been sent to the Publishers of the Daily Capital Journal and The Onida Watchman printed at Pierre, SD and Onida, SD. For your information, a copy of the notice, the recommendation of the Chief Engineer and a report on the application are enclosed. Please review the notice prior to publication and notify this office, if you have any corrections or questions.

Be sure to contact the above newspapers to authorize publication of your Notice of Hearing and to arrange for payment. Early contact with the papers can eliminate delays. The publishers have been instructed to publish your notice once each week for two consecutive weeks with the last publication to occur twenty days before the board meeting. The newspapers have been instructed to send us the Proof of Publication. We must receive Proof of Publication before action can be taken on the application.

Sincerely,

Eric Gronlund
Eric Gronlund
Natural Resources Engineer
605 773-3352

enclosures

NOTE: If you plan to contest any part of the Chief Engineer's recommendation, you must file a petition pursuant to the procedures outlined in the attached notice of hearing. The Water Management Board will then consider your concerns during a hearing on the application.



DEPARTMENT OF WATER & NATURAL RESOURCES

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

March 22, 1991

Daily Capital Journal
PO Box 878
Pierre, SD 57501

ATTENTION: Legal Department

Enclosed is a Notice of Hearing on Application No. 5505-3 to be published twice. Please publish the first notice on March 28, 1991, with the second publication 7 days later.

The APPLICANT MUST VERIFY TO YOU THAT THE NOTICE IS TO BE PUBLISHED, before you make the first publication. Please BILL the APPLICANT for the cost of publication. The APPLICANT is J.E.S. Farms, 814 N Monroe, Pierre, SD 57501.

A copy of BOTH publications must be SENT to the WATER RIGHTS DIVISION. IMMEDIATELY return the FIRST publication with the FIRST Transmittal form on the bottom of this page. The first copy is needed to check the publication for errors so any corrections can be made in the second publication. Publication errors can invalidate the public notice and cause the applicant costly delays.

Please be sure the SECOND publication is returned IMMEDIATELY with the enclosed Proof of Publication form. DO NOT WAIT until the end of the month or the billing cycle. No action may be taken on the permit application until proof of publication has been received.

Sincerely,

Eric Gronlund
Eric Gronlund
Natural Resources Engineer
605 773-3352

enclosures

-----CUT HERE-----

FIRST TRANSMITTAL NOTICE

TO: Eric Gronlund
Water Rights Division
Joe Foss Building
Pierre SD 57501-3181

No. _____

Date _____

We are in receipt of your letter of _____ enclosing Notice of Hearing to Appropriate Water by Application No. _____ which was first published in our issue of _____. ENCLOSED IS A COPY OF THIS FIRST PUBLICATION.

Name _____

Newspaper _____



DEPARTMENT OF WATER & NATURAL RESOURCES

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

March 22, 1991

The Onida Watchman
Box 205
Onida, SD 57564

ATTENTION: Legal Department

Enclosed is a Notice of Hearing on Application No. 5505-3 to be published twice. Please publish the first notice on March 28, 1991, with the second publication 7 days later.

The APPLICANT MUST VERIFY TO YOU THAT THE NOTICE IS TO BE PUBLISHED, before you make the first publication. Please BILL the APPLICANT for the cost of publication. The APPLICANT is J.E.S. Farms, 814 N Monroe, Pierre, SD 57501.

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Sincerely,

Eric Gronlund
Eric Gronlund

Natural Resources Engineer
605 773-3352

enclosures

-----CUT HERE-----

FIRST TRANSMITTAL NOTICE

TO: Eric Gronlund
Water Rights Division
Joe Foss Building
Pierre SD 57501-3181

No. _____

Date _____

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Name

Newspaper

Instruction to Newspaper - Publish first Notice on March 28, 1991, with the second publication 7 days later. The applicant is responsible for payment.

NOTICE OF HEARING on Application No. 5505-3 to Appropriate Water

Notice is given that J.E.S. Farms, 814 N Monroe, Pierre, SD 57501 has filed an application for a water permit to appropriate 7.88 cubic feet of water per second from the Missouri River to irrigate 551.6 acres. The point of diversion is located in the NW 1/4 NE 1/4 Section 20-T113N-R80W. The land irrigated is located in the SE 1/4 Section 28-T112N-R79W; NE 1/4 Section 28; W 1/2 Section 11; all in T113N-R79W.

Pursuant to SDCL 46-2A-2, the Chief Engineer recommends APPROVAL of Application No. 5505-3 because 1) unappropriated water is available, 2) existing rights will not be unlawfully impaired, 3) it is a beneficial use of water, and 4) it is in the public interest. Unless a petition is filed opposing the application or the applicant files a petition contesting the chief engineer's recommendation, the Water Management Board will NOT CONDUCT a HEARING to consider this application and the chief engineer will issue the permit as recommended. Petitions filed in support of the application will NOT require the Board to hear the application.

Any person interested in opposing or supporting this application must file a written petition with BOTH the applicant and Chief Engineer. The applicant must also file a petition if opposed to the Chief Engineer's recommendation. The Chief Engineer's address is "Water Rights Division, Foss Building, 523 E Capitol, Pierre SD 57501 (605 773-3352)" and the applicant's mailing address is given above. A petition filed by either an interested person or the applicant must be filed by April 22, 1991. The petition may be informal, but must include a statement describing the petitioner's interest in the application, the petitioner's reasons for opposing or supporting the application, and the signature and mailing address of the petitioner or the petitioner's legal counsel, if legal counsel is obtained.

For purposes of publishing 1) the notice of hearing on Application No. 5505-3 and 2) the chief engineer's recommendation, a Board meeting is scheduled for May 1, 1991, at 10:00 am in the meeting room at Chef Louie's, 601 E. Havens, Mitchell, SD. If this application is opposed or the recommendation is contested, the May 1, 1991, hearing date may be rescheduled for another Board meeting. If the hearing is rescheduled, notice of the time and place will be given by First Class Mail to the applicant and persons filing petitions. Anyone not filing a petition, but interested in attending the hearing, may contact the Division of Water Rights to confirm a hearing date and location. The May 1, 1991, hearing date will be automatically delayed for at least 20 days upon written request to the Chief Engineer from the applicant or any interested person opposing the application. The request for an automatic delay must be filed by April 22, 1991.

If a hearing is held, the Chief Engineer's recommendation is not final or binding upon the Board. The Board is authorized to 1) approve, 2) approve with qualifications, 3) defer, or 4) deny this application based on the facts presented at the public hearing. Any hearing will be an adversary proceeding. Any person filing a petition and/or the applicant have the right to be represented by a lawyer and may present evidence or cross-examine witnesses according to SDCL 1-26. These and other due process rights will be forfeited if not exercised. Decisions of the Board may be appealed to the Circuit Court and State Supreme Court as provided by law. Contact the Water Rights Division to request copies of information pertaining to this application or to assure access to the hearing by the handicapped.

This application is made pursuant to SDCL 46-1-1 thru 46-1-9, 46-1-12 thru 46-1-16; 46-2-3.1, 46-2-9, 46-2-11, 46-2-13, 46-2-17; 46-2A-1 thru 46-2A-10, 46-2A-12, 46-2A-14, 46-2A-15; 46-5-1 thru 46-5-11, 46-5-13 thru 46-5-15, 46-5-24, 46-5-25, 46-5-30.2, 46-5-30.4, 46-5-31; and Board Rules ARSD 74:02:01:01 thru 74:02:01:15.



DEPARTMENT OF WATER & NATURAL RESOURCES

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

April 3, 1991

J.E.S. Farms
HCR 37, No. 82
Pierre SD 57501

Dear Sir:

Enclosed is the check which was submitted for \$425.00. Our records indicate that this amount was paid on September 26, 1984. You should have received a receipt for this amount with the information concerning the publication notice.

If you have any questions, please contact me.

Sincerely,

Karen Schlaak
Natural Resources Analyst
605 773-3352

enclosure

PROOF OF PUBLICATION

STATE OF SOUTH DAKOTA)
 County Hughes) ss.

I, Peggy Warner

certify that the attached printed Notice was taken
 from the Capital Journal

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 of Pierre

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

March 28, 1991

April 4, 1991

Peggy Warner
 (Signature)

Legal Ad Representative
 (Title)

April 5, 1991
 (Date Signed)

Cost of Printing: _____

133 lines @ .44 = 58.52



No. 5127 2tdly 3/28, 4/4

NOTICE OF HEARING
on Application No. 5505-3
to Appropriate Water

Notice is given that J.E.S. Farms, 814 N. Monroe, Pierre, S.D. 57501, has filed an application for a water permit to appropriate 7.88 cubic feet of water per second from the Missouri River to irrigate 551.6 acres. The point of diversion is located in the NW 1/4 NE 1/4 Section 20-T113N-R80W. The land irrigated is located in the SE 1/4 Section 28-T112N-R79W; NE 1/4 Section 28; W 1/2 Section 11; all in T113N-R79W.

Pursuant to SDCL 46-2A-2, the Chief Engineer recommends APPROVAL of Application No. 5505-3 because 1) unappropriated water is available, 2) existing rights will not be unlawfully impaired, 3) it is a beneficial use of water, and 4) it is in the public interest. Unless a petition

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This application made pursuant to SDCL 46-1-1 thru 46-1-9, 46-1-12

thru 46-1-16; 46-2-3.1, 46-2-9, 46-2-11, 46-2-13, 46-2-17; 46-2A-1 thru 46-2A-10, 46-2A-12, 46-2A-14, 46-2A-15; 46-5-1 thru 46-5-11, 46-5-13 thru 46-5-15, 46-5-24, 46-5-25, 46-5-30.2, 46-5-30.4, 46-5-31; and Board Rules ARSD 74:02:01:01 thru 74:02:01:15.

PROOF OF PUBLICATION

STATE OF SOUTH DAKOTA)
 County Sully) ss.



I, Parker Knox
 certify that the attached printed Notice was taken
 from the Onida Hatchman

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 of Onida

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

March 28, 1991

April 4, 1991

Parker Knox
 (Signature)

publisher
 (Title)

April 4, 1991
 (Date Signed)

Cost of Printing: \$44.03

Notice of Hearing on Application No. 5505-3 to Appropriate Water

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South Dakota



GREAT FACES. GREAT PLACES.

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING

523 EAST CAPITOL

PIERRE SOUTH DAKOTA 57501-3181

June 28, 1991

Pat Tracy
J E S Farms
HCR 37 Box 82
Pierre, SD 57501

Dear Mr. Tracy:

Enclosed, as you are requested, are copies of Water Permit Nos. 1589-3, 1713-3, 1781-3, 1991-3, 3434-3, 4174-3 and 4175-3. I did not make copies of the numerous transfers filed with the permits, however, all are listed under J E S Trust.

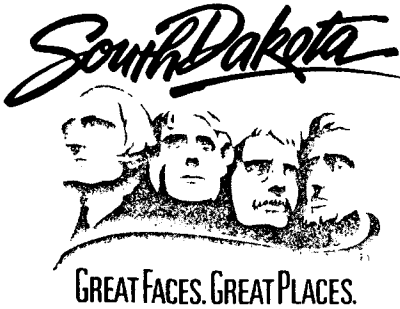
If you have any questions, please contact me.

Sincerely,

Genny McMath

Genny McMath
Natural Resources Analyst
(605) 773-3352

enclosures



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

SEP 16 1991

Harvey Sheehan
J.E.S. Farms
Part A
Pierre, SD 57501

Dear Mr. Sheehan:

Enclosed is Water Permit No. 5505-3 authorizing construction of the water system and the application of water beneficial use, not exceeding the limits as specified in the Water Permit.

A water license can now be issued for Water Permit Nos. 1589-3, 1713-3, 1781-3, 1991-3, 3434-3, 4174-3, 4175-3, and 5505-3. You have already paid the \$50.00 inspection fee and will not be assessed another fee. The water license will be issued and mailed to you at a later date.

Very truly yours,

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

enclosures

RECEIPT

Division of Water Rights

South Dakota Department of Water and Natural Resources

413110

Pierre, March 2, 1992

RECEIVED OF Andrea Sheehan, HCR 37, Box 82, Pierre, SD 57501

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

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>Water Permit No. 5505-3</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 CE
Chief Engineer

NOTICE OF TRANSFER OF OWNERSHIP

To: Chief Engineer
Water Rights Division, DENR
523 E. Capitol
Pierre, SD 57501-3181

No. 5505-3

Date: March 2, 1992

I\We request that Water Permit No. 5505-3

formerly owned by: J E S Farms

be transferred to: (name & address) Harvey D Sheehan and Andrea L Sheehan, husband and wife, HCR 37 Box 82, Pierre, SD 57501 (Telephone No.) _____

Title to the following described land(s)/property has been transferred as described above:

551.6 acres - SE 1/4 Sec 28, T112N, R79W; NE 1/4 Sec 28, W 1/2 Sec 11, T113N, R79W

I\We understand that the validity of Water Permit No. 5505-3 has not been determined by this transfer action. If I\We have any questions on validity, I\We understand that only the Water Management Board has the authority to determine if a water permit/right is valid (see note).

You are requested to file this "Notice of Transfer" in the appropriate file at the Division of Water Rights, as evidence of the change of ownership.

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

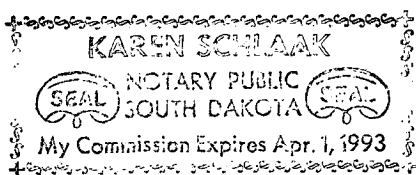
STATE OF SOUTH DAKOTA)

County of Hughes)

I\We _____ 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 that I know of my own personal knowledge that the information herein stated is true.

Harvey D. Sheehan
Andrea L. Sheehan
(Signed)

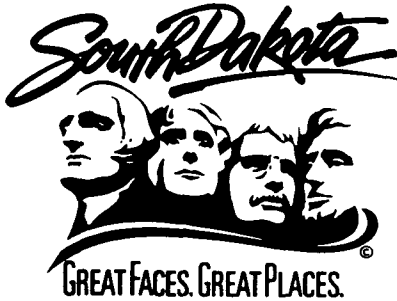
Subscribed and sworn to before me this 2nd day of March, 1992.



Karen Schlaak
(Notary Public)

NOTE: Water permits may be cancelled for nonconstruction within the five year construction period. Once a water permit is developed and the water used, the permit becomes a right. A water right may be lost for three reasons:

1. Abandonment - no intent to use water and use is abandoned.
2. Forfeiture - no use of water for three year period without legal excuse.
3. For a third violation of a condition of a water permit/right.



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

March 5, 1992

Harvey & Andrea Sheehan
HCR 37 Box 82
Pierre, SD 57501

Dear Mr. & Mrs. Sheehan:

Enclosed are copies of the "Notice of Transfer of Ownership" forms you filed with our office. The transfers have been completed and Water Permit Nos. 1589-3, 1713-3, 1781-3, 1991-3, 3434-3, 4174-3, 4175-3, 5505-3 and Water Permit Application No. 5621-3 are now listed as Harvey D Sheehan and Andrea L Sheehan, husband and wife.

Enclosed are Receipt Nos. 412109 and 413110 in the amount of \$2.50 each. These receipts were for transferring Nos. 5505-3 and 5621-3. The receipts for the remaining transfers were given to Mr. Sheehan February 27, 1992.

Thank you for stopping in the office and completing the transfer forms. If you have any questions, please contact me.

Sincerely,

Genny McMath
Natural Resources Analyst
(605) 733-3352

Missouri River Water District**Report Of Examination Of Works And/Or Application Of Water To Beneficial Use**

TO: Chief Engineer, Division of Water Rights, DWRN, Foss Bldg., Pierre, SD 57501

I have this day made a thorough examination of the water use system constructed by J. E. S. FarmsPart A of Pierre SD 57501 holder ofPermit No. 1584-3 3434-3 5505-3 bearing the priority of * 11/7/63 12/30/76 2/12/91 19____ authorizingthe diversion of 35.65 164.20 7.88 cu. ft. per second of the waters of the Missouri Riverfor irrigation purposes, in Sully and Hughes County.

I have to report on the conditions of the same as follows:

A. Works used to divert the water: see attached sheets pages 1A - 21AB. Works used to transport water to place of use: see attached sheet page 1BC. Works used to apply water to beneficial use: see attached sheet page 1CThe system is in the following condition goodThe point of diversion is located Missouri River: approximately 4,000 ft N and 2,850 ft W from SE corner of sec 20-T113N-R80WThe works are capable of diverting and conveying to the place of use 149.40 (normal pool elevation) cu. ft. per second of water which is to be used for irrigation

Water has been put to beneficial use to the maximum extent as follows: _____

see attached land description pp 1-8* The legal descriptions of the irrigated acreage include the assigned priority dates.All permits are to be incorporated into No. 5505-3comprising a total of 12,663.3 acres of land and the license should be issued for 149.40 cfsApplicable permit qualifications have been complied with ☒ Yes ☐ NoExceptions to compliance are: _____ Date May 3, 1984Don Darnall, N.R. Engineer
(signature)

A. Works used to divert water.

1A.

Pump station at Missouri River :

Location $\approx$ 1386 ft. N and 165 ft W from center of
sec. 20, T113N, R80W.

Pump #1 - 135 hp submersible unit

Pump #2 - 250 hp submersible unit

Pumps #3-8 - 500 hp submersible units

On January 22, 1992, Pat Tracy stated the maximum pump capacity at
normal pool elevation is 67,000 gpm

Capacitor equipment : all General Electric

Pump #1 S.N. S131390

Pump #5 S.N. S 2124

Pump #2 S.N. S 2114

Pump #6 S.N. S 2121

Pump #3 S.N. S 2122

Pump #7 S.N. S 2119

Pump #4 S.N. S 2120

Pump #8 S.N. S 2123

6 (18 in.) steel intake pipes $\rightarrow$ Pumps #3-8

1 (14 in.) steel intake pipe $\rightarrow$ Pump #2

1 (10 $\frac{3}{4}$ in.) steel intake pipe $\rightarrow$ Pump #1

Booster station for pivot in E $\frac{1}{2}$ SE $\frac{1}{4}$ of sec 20 & W $\frac{1}{2}$ SW $\frac{1}{4}$ of sec 21, T113N, R80W.

Location - 1188 ft N and 132 ft E from SE corner of sec 20, T113N, R80W

motor : General Electric

pump: Cornell, imp. 6 $\frac{7}{8}$ in

1 M.N. 5K286JL1101

M.N. 4WB-40-2 P1

40 hp, 3540 rpm

S.N. 29885

Booster station for pivot in $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$ of sec. 21, T113N, R80W.

Location - 1419 ft. S and 66 ft. E from center of sec 21, T113N, R80W.

motor : General Electric

2 M.N. 5K286JL11011

40hp, 3540 rpm

pump : Cornell, imp. $6\frac{7}{8}$ in.

M.N. 4WB-40-2 P3

S.N. 29886

Booster station for pivot in $E\frac{1}{2}SE\frac{1}{4}$, sec 21 and $W\frac{1}{2}SW\frac{1}{4}$, sec. 22 all in T113N, R80W.

Location - 1683 ft. N and 264 ft. E from SW. corner of sec. 22, T113N, R80W.

motor : General Electric

3 S.N. MPS13005

100hp, 3555 rpm

pump : Cornell, imp. $8\frac{1}{16}$ in.

M.N. 5YB100-2 P6

S.N. 29848

Booster station for pivot in $N\frac{1}{2}N\frac{1}{2}$, sec 22, T113N, R80W.

Location $\approx$ 1120 ft. N and 495 ft. W from center of sec 22, T113N, R80W.

motor : Marathon

4 M.N. JE 324TDR702SBD-FIW

50 hp, 3550 r.p.m.

pump : Cornell, imp. $7\frac{1}{2}$ in

M.N. 5WB50-2 TSA

S.N. 29816

Booster station for pivot in $SE\frac{1}{4}$ of sec 22, T113N, R80W.

Location - 990 ft. S and 990 ft. E from center of sec. 22, T113N, R80W.

motor : General Electric

5 S.N. M. R513004

100hp, 3555 rpm

pump : Cornell, imp. $8\frac{1}{16}$ in.

M.N. 5YB100-2 P7

S.N. 29849

Booster station for pivot in $NW\frac{1}{4}/NW\frac{1}{4}$, sec. 28 and $NE\frac{1}{4}/NE\frac{1}{4}$, sec 29 all in T113N, R80W.

Location - $NW\frac{1}{4}$ of sec. 28, T113N, R80W

motor: General Electric

6 M.N. 5K254JL1012A

20 hp, 3540 rpm

pump: Cornell, imp. $6\frac{7}{16}$ in.

M.N. 3W20-2 P2

S.N. 29925

Booster station for pivot in $N\frac{1}{2}$ of sec. 28, T113N, R80W.

Location - 1320 ft. N and 300 ft. W from center of sec. 28, T113N, R80W.

motor: Marathon

7 M.N. JE 286TDR7306CD-F1W

40 hp, 3510 rpm

pump: Cornell, imp. $6\frac{3}{4}$ in

M.N. 4WB40-2 P4

S.N. 29851

Booster stations for pivots in sec. 27, T113N, R80W.

Location - center of $NW\frac{1}{4}$, $NE\frac{1}{4}$, $SW\frac{1}{4}$, and $SE\frac{1}{4}$ of sec 27, T113N, R80W.

$NW\frac{1}{4}$

motor: General Electric

8 M.N. 5K286JL1101

40 hp, 3540 rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.

M.N. 4WB-40-2

S.N. 29887

$NE\frac{1}{4}$

motor: General Electric

9 M.N. 5K286JL1101

40 hp, 3540 rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.

M.N. 4WB-40-2

S.N. 29888

$SW\frac{1}{4}$

motor: General Electric

10 M.N. 5K286JL1101

40 hp, 3540 rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.

M.N. 4WB-40-2 P10

S.N. 29889

motor : General Electric

11 M.N. 5K286JL1101

40hp, 3540rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.

M.N. 4WB-40-2 P11

S.N. 29890

Booster station for pivot in sec. 35, T113N, R80W.

Location $\approx$ 1320ft. N and 1950E from NW corner of sec 35, T113N, R80W

motor : Marathon

12 M.N. JF 324TTDR7611AD-F1 W

50hp, 3550 rpm.

pump: Cornell, imp. $7\frac{1}{16}$ in.

M.N. 4WB50-2 P87

S.N. 29901

Booster station for pivots in sec. 26, T113N, R80W.

Location - center of NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of sec. 26, T113N, R80W.

SW $\frac{1}{4}$

motor : General Electric

13 M.N. 5K286JL1150

40hp., 3540 rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.

M.N. 4WB-40-2

S.N. 29909

SE $\frac{1}{4}$

motor : General Electric

14 M.N. 5K286JL1101

40hp., 3540rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.

M.N. 4WB-40-2 P19

S.N. 29910

NE $\frac{1}{4}$

motor : General Electric

15 M.N. 5K286JL1101

40hp., 3540 rpm

pump: Cornell, imp. $6\frac{7}{8}$ in

M.N. 4WB-40-2 P17

S.N. 29908

motor: General Electric
16 M.N. 5K286JL1101
40hp, 3540 rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.
M.N. 4WB-40-2 P16
S.N. 29907

Booster station for pivots in sec 25, T113N, R80W

Location - center of NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of sec 25, T113N, R80W

NW $\frac{1}{4}$ motor: Baldor
17 Spec. 40E36W76
40hp, 3525rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.
M.N. 4WB40-2 P24
S.N. 30988

NE $\frac{1}{4}$ motor: Baldor
18 Spec. 40E36W76
40hp, 3525

pump: Cornell, imp. $6\frac{7}{8}$ in.
M.N. 4WB40-2 P25
S.N. 30989

SE $\frac{1}{4}$ motor: Century
19 Part # 6-323679-01
40hp, 3520rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.
M.N. 4WB40-2 P27
S.N. 30991

SW $\frac{1}{4}$ motor: Century
20 Part # 6-323679-01
40hp., 3520rpm

pump: Cornell, imp. $6\frac{7}{8}$ in.
M.N. 4WB40-2
S.N. 30990

Booster station for pivots in sec 36, T113N, R80W.

Location - center of NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of sec 36, T113N, R80W.

SW $\frac{1}{4}$ motor: Baldor pump: Cornell, imp. 6 $\frac{7}{8}$ in.
 21 Spec. 40E36W76 M.N. 4WB40-2 P30
 40hp., 3525rpm S.N. 31133

NW $\frac{1}{4}$ motor: Century pump: Cornell, imp. 6 $\frac{7}{8}$ in.
 22 Part # 6-323679-01 M.N. 4WB40-2 P28
 40hp., 3520rpm S.N. 30992

NE $\frac{1}{4}$ motor: Baldor pump: Cornell, imp. 6 $\frac{7}{8}$ in.
 23 Spec. 40E36W76 M.N. 4WB40-2 P29
 40hp., 3525rpm S.N. 31132

SE $\frac{1}{4}$ motor: Baldor pump: Cornell, imp. 6 $\frac{7}{8}$ in.
 24 Spec. 40E36W76 M.N. 4WB40-2 P31
 40hp., 3525rpm S.N. 31134

Booster stations for pivots in sec. 23, T113N, R80W.

Location - center of NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of sec 23, T113N, R80W.

SW $\frac{1}{4}$ motor: General Electric pump: Cornell, imp. 6 $\frac{7}{8}$ in.
 25 M.N. 5K286JL1101 M.N. 4WB-40-2 P14
 40hp., 3540rpm S.N. 29905

NW $\frac{1}{4}$ motor: General Electric pump: Cornell, imp. 6 $\frac{7}{8}$ in.
 26 M.N. 5K286JL1101 M.N. 4WB-40-2 P12
 40hp., 3540rpm S.N. 29891

NE $\frac{1}{4}$	motor: General Electric 27 M.N. 5K286JL1101 40hp., 3540 rpm	pump: Cornell, imp. 6 $\frac{7}{8}$ in. M.N. 4WB-40-2 P13 S.N. 29892
SE $\frac{1}{4}$	motor: General Electric 28 M.N. 5K286JL1101 40hp., 3540 rpm	pump: Cornell, imp. 6 $\frac{7}{8}$ in. M.N. 4WB-40-2 P15 S.N. 29906

Booster stations for pivots in sec 24, T113N, R80W.

Location - center of NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, plus 130 ft. S and 2046 ft. E from center of sec 24, T113N, R80W.

NW $\frac{1}{4}$	motor: General Electric 29 M.N. 5K286JL1101 40hp., 3540 rpm	pump: Cornell, imp. 6 $\frac{7}{8}$ in. M.N. 4WB-40-2 P20 S.N. 29911
SW $\frac{1}{4}$	motor: Baldor 30 M.N. 40E36W76 40hp., 3525 rpm	pump: Cornell, imp. 6 $\frac{7}{8}$ in. M.N. 4WB40-2 P22 S.N. 30986
SE $\frac{1}{4}$	motor: Baldor 31 Spec. 40E36W76 40hp., 3525 rpm	pump: Cornell, imp. 6 $\frac{7}{8}$ in. M.N. 4WB40-2 T13 S.N. 30987
NE $\frac{1}{4}$	motor: Baldor 32 Spec. 40E36W76 40hp., 3525 rpm	pump: Cornell, imp. 6 $\frac{7}{8}$ in. M.N. 4WB40-2 P21 S.N. 30985

Booster station for pivots in $SE\frac{1}{4}$, sec 18 and $NE\frac{1}{4}$, sec 19 all in T113N, R79W.

Location - 1320 Ft. E from center of sec. 19, T113N, R79W.

motor: General Electric

33 S.N. HR353047

100 hp., 1775 rpm

pump: Cornell, imp. $15\frac{1}{16}$ in.

M.N. 5H100-4 T18N

S.N. 30102

Booster station for pivots in $SE\frac{1}{4}$, sec 19 and $NE\frac{1}{4}$, sec 30 all in T113N, R79W.

Location - 1320 Ft. E from center of sec. 19, T113N, R79W

motor: Marathon

34 S.N. 3355-9/4

100 hp., 1775 rpm

pump: Cornell, imp. $15\frac{1}{16}$ in.

M.N. 5H100-4 T189

S.N. 30100

Booster station for pivots in $SW\frac{1}{4}$, sec 20 and $NW\frac{1}{4}$, sec 29 all in T113N, R79W.

Location - 1320 Ft. W from center of sec. 20, T113N, R79W.

motor: General Electric

35 S.N. MR 492050

100 hp., 1775 rpm

pump: Cornell, imp. $15\frac{1}{16}$ in.

M.N. 5H100-4 T19S

S.N. 30101

Booster station for pivot in $NW\frac{1}{4}$ of sec. 20, T113N, R79W.

Location - 1320 Ft. W from center of sec. 20, T113N, R79W.

motor: General Electric

36 M.N. 5K324JL146A

50 hp., 3555 rpm

pump: Cornell, imp. $7\frac{1}{16}$ in.

M.N. 4WB50-2 T519N

S.N. 29898

Booster station for pivots in SW $\frac{1}{4}$, sec 18 and NW $\frac{1}{4}$, sec 19 all in T113N, R79W.

Location - 1320 ft. W from center of sec 19, T113N, R79W.

motor: Marathon

37 S.N. 92978-2/27-2

100hp., 1775 rpm

pump: Cornell, imp. 15 $\frac{1}{16}$ in.

M.N. 5H100-4 T17

S.N. 30099

Booster station for pivot in SW $\frac{1}{4}$ of sec 19, T113N, R79W.

Location - 1320 ft. W from center of sec. 19, T113N, R79W.

motor: Marathon

38 M.N. FN324TDR761148 W F1

50hp., 3550 rpm

pump: Cornell, imp. 7 $\frac{1}{16}$ in.

M.N. 4WB50-2 T17S

S.N. 29396

Booster stations for pivots in NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of sec 20, T113N, R79W.

Location - both are 1320 ft. E from center of sec. 20, T113N, R79W.

NE $\frac{1}{4}$

motor: General Electric

39 M.N. 5K324JL146S

50hp., 3555 rpm

pump: Cornell, imp. 7 $\frac{1}{16}$ in.

M.N. 4WB50-2 T20N

S.N. 29899

SE $\frac{1}{4}$

motor: General Electric

40 M.N. 5K324JL146S

50 hp., 3555 rpm

pump: Cornell, imp. 7 $\frac{1}{16}$ in.

M.N. 4WB50-2 T20S

S.N. 29900

Booster stations for pivots in NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of sec. 29, T113N, R79W.

Location $\approx$ both are 920 ft N. and 200 ft. W from SE corner of sec 29, T113N, R79W.

SE $\frac{1}{4}$ motor: General Electric pump: Cornell, imp. $7\frac{1}{16}$ in.
 41 M.N. SK324JL146A M.N. 4WB50-2 P53
 50hp, 3555 rpm S.N. 30384

NE $\frac{1}{4}$ motor: General Electric pump: Cornell, imp. $7\frac{1}{2}$ in.
 42 M.N. SK324JL146A M.N. 5WB50-2 T28
 50hp., 3555 rpm S.N. 30161

Booster station for pivots in SW $\frac{1}{4}$, sec. 29 and SE $\frac{1}{4}$, sec. 30 all in T113N, R79W.
 Location $\approx$ 230 ft. S and 2080 ft. W from NE corner of sec. 32, T113N, R79W.

motor: Marathon pump: Cornell, imp. $15\frac{1}{16}$ in.
 M.N. KB 404TDS7948AA W M.N. 5H100-4 T29
 100hp., 1775 rpm. S.N. 30759

Booster station for pivot in E $\frac{1}{2}$ of sec. 32, T113N, R79W.
 Location $\approx$ 860 ft. N and 165 ft. E from center of sec 32, T113N, R79W.

motor: Marathon pump: Cornell, imp. $8\frac{7}{32}$ in.
 44 S.N. EL-92911-10/20-3 M.N. 5WB75-2 T30E
 75hp., 3550 rpm. S.N. 30150

Booster station for pivots in NW $\frac{1}{4}$, sec 32 and NE $\frac{1}{4}$, sec. 31 all in T113N, R79W.
 Location $\approx$ 920 ft. N and 40 ft. E from center of sec 32, T113N, R79W.

motor: Marathon pump: Cornell, imp. $15\frac{1}{16}$ in.
 45 M.N. KB 404TDS7948AA W M.N. 5H100-4 T30W
 100 hp., 1775 rpm S.N. 30760

Booster station for pivot in SW $\frac{1}{4}$ of sec. 32, T113N, R79W.

Location - 1320 ft. S and 660 ft. W from center of sec 32, T113N, R79W.

motor: Baldor

46 Spec. 40E36W76

40hp., 3525rpm

pump: Cornell, imp. 6 $\frac{7}{8}$ in.

M.N. 4WB40-2 P55

S.N. 30701

Booster stations for pivots in sec. 31, T113N, R79W.

Location - center of NW $\frac{1}{4}$, SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of sec 31, T113N, R79W.

SE $\frac{1}{4}$ motor: Baldor

47 Spec. 40E36W76

40hp., 3525rpm

pump: Cornell, imp. 6 $\frac{7}{8}$ in.

M.N. 4WB40-2 P45

S.N. 30700

SW $\frac{1}{4}$ motor: Baldor

48 Spec. 40E36W76

40hp., 3525rpm

pump: Cornell, imp. 6 $\frac{7}{8}$ in.

M.N. 4WB40-2 P44

S.N. 31137

NW $\frac{1}{4}$ motor: Baldor

49 Spec. 40E36W76

40hp., 3525rpm

pump: Cornell, imp. 6 $\frac{7}{8}$ in.

M.N. 4WB40-2 P42

S.N. 31136

Booster stations for pivots in W $\frac{1}{2}$ of sec 30, T113N, R79W.

Location - center of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of sec 30, T113N, R79W.

SW $\frac{1}{4}$ motor: Baldor

50 Spec. 40E36W76

40hp., 3525rpm

pump: Cornell, imp. 6 $\frac{7}{8}$ in.

M.N. 4WB40-2 P40

S.N. 31135

NW $\frac{1}{4}$ motor: General Electric
 51 M.N. 5K324JL146A
 50 hp., 3555 rpm.

pump: Cornell, imp. 7 $\frac{1}{16}$ in.
 M.N. 4WB50-2 P38
 S.N. 29897

Booster station for pivots in NW $\frac{1}{4}$, sec. 21 and SW $\frac{1}{4}$, sec. 16 all in T113N, R79W.
 Location - 1320 ft. W from center of sec. 21, T113N, R79W.

motor: Marathon
 52 S.N. 93786-3/28-1
 100 hp., 1775 rpm.

pump: Cornell, imp. 15 in.
 M.N. 5H100-4 T22
 S.N. 30732

Booster station for pivot in SW $\frac{1}{4}$ of sec. 21, T113N, R79W.
 Location - 1320 ft. W from center of sec. 21, T113N, R79W.

motor: Baldor
 53 Spec. 40E36W76
 40 hp., 3525 rpm

pump: Cornell, imp. 6 $\frac{7}{8}$ in.
 M.N. 4WB40-2 P61
 S.N. 30702

Booster stations for pivots in NE $\frac{1}{4}$ sec 21, SE $\frac{1}{4}$ sec 16, N $\frac{1}{2}$ sec 22, W $\frac{1}{2}$ sec 11,
 all in T113N, R79W.

Location - center of sec 21, T113N, R79W (located along canal)

Pumps 60 thru 65 are secondary boosters at the pivot sites
 which are supplied by pumps 54 and 55.

motor: G.E.
 54 S.N. HS323037
 150 hp., 1780 rpm.

pump: Cornell, imp. 15 $\frac{1}{8}$ in.
 M.N. 6HH-150-4
 S.N. 33569

motor: General Electric

55 S.N. DN 182015

150 hp, 1780 rpm

pump: Cornell, imp. $14\frac{7}{8}$ in.

M.N. 6HH150-4 T235

S.N. 30249

Booster station for pivot in $SE\frac{1}{4}$ of sec 21, T113N, R79W.

Location - 1320 Ft. S from center of sec 21, T113N, R79W.

motor: Marathon

56 M.N. JF324TTDR7611/D F

50 hp, 3550 rpm

pump: Cornell, imp. $7\frac{1}{2}$ in.

M.N. 5WB50-2 P62

S.N. 30162

Booster station for pivot in $NE\frac{1}{4}$ of sec. 28, T113N, R79W.

Location - 1320 Ft. N from center of sec 28, T113N, R79W.

motor: Marathon

57 M.N. J324TTDR7611BE W

50 hp., 3550 rpm

pump: Cornell, imp. $7\frac{1}{16}$ in.

M.N. 4WB50-2 P86

S.N. 35751

Booster station for pivot in $NW\frac{1}{4}$ of section 28, T113N, R79W

Location - 1320 Ft. N from center of sec. 28, T113N, R79W

motor: General Electric

58 M.N. SK324JL146A

50 hp., 3555 rpm.

pump: Cornell, imp. $7\frac{1}{16}$ in.

M.N. 4WB50-2 P63

S.N. 30385

Booster station for pivot in $SE\frac{1}{4}$ of sec. 28, T113N, R79W.

Location $\approx$ center of sec. 28, T113N, R79W

motor: General Electric

59 M.N. SK326JL168A

60 hp., 3550 rpm

pump: Cornell, imp. $7\frac{27}{32}$ in.

M.N. 5WB60-2 P64

S.N. 30153

Secondary booster stations for pivots in secs. 11, 16, 21, and 22 all in T113N, R9W.

Location - center of quarter sections involved

NW $\frac{1}{4}$ motor: Marathonpump: Cornell, imp. $6\frac{3}{4}$ in.

sec. 11 60 M.N. KD 286TTDR7902AA W

M.N. 4WB40-2 P68

40 hp., 3525 rpm.

S.N. 30831

SW $\frac{1}{4}$ motor: Marathonpump: Cornell, imp. $11\frac{3}{8}$ in.

sec. 11 61 S.N. 1564086

M.N. 4R30-4 P67

30 hp., 1760 rpm

S.N. 30698

NE $\frac{1}{4}$ motor: Marathonpump: Cornell, imp. $11\frac{3}{8}$ in.

sec. 22 62 S.N. 1635717

M.N. 4R30-4 P66

30 hp., 1760 rpm

S.N. 30697

NW $\frac{1}{4}$ motor: General Electricpump: Cornell, imp. $9\frac{7}{8}$ in.

sec. 22 63 M.N. SK256JL2379

M.N. 4R20-4 P65

20 hp., 1750 rpm

S.N. 30189

NE $\frac{1}{4}$ motor: Marathon

pump: Cornell, imp. 9 in.

sec. 21 64 M.N. KC 254TTDR7375DD W

M.N. 5Y15-4 P60

15 hp., 1760 rpm

S.N. 30671

SE $\frac{1}{4}$ motor: General Electric
 sec. 16 65 M.N. SK256JL2379
 20 hp., 1750 rpm

pump: Cornell, imp. $9\frac{3}{4}$ in.
 M.N. 4R20-4 P58
 S.N. 30190

Booster station for pivot in NE $\frac{1}{4}$ of sec 5, T112N, R79W.

Location $\approx$ 1914 ft. E and 1254 ft. S from NW corner of sec 5, T112N, R79W.

motor: General Electric
 66 S.N. DS161002
 100 hp., 3555 rpm

pump: Cornell, imp. $8\frac{7}{16}$ in.
 M.N. SYB100-2 P71
 S.N. 30874

Booster station for pivot in SE $\frac{1}{4}$ of sec 5, T112N, R79W

Location $\approx$ 2500 ft. E and 924 ft. S from NW corner of sec 8, T112N, R79W.

motor: Marathon
 67 S.N. 93327-8/22-8
 125 hp., 3555 rpm

pump: Cornell, imp. $9\frac{5}{16}$ in.
 M.N. SYB125-2 P74
 S.N. 30710

Booster stations for pivots in secs. 20, 21, 28, 27, and 8 all in T112N, R79W.

Location $\approx$ 2500 ft. E and 924 ft. S from NW corner of sec 8, T112N, R79W.

motor: Marathon
 68 S.N. 92975-3/9-4
 200 hp., 1775 rpm

pump: Cornell, imp. $14\frac{13}{16}$ in.
 M.N. 8H200-4 T36E
 S.N. 30974

motor: Marathon
 69 S.N. 2975-3/9-3
 200 hp., 1775 rpm

pump: Cornell, imp. $14\frac{13}{16}$ in.
 M.N. 8H200-4 T36W
 S.N. 30975

Pumps 77 thru 85 are secondary boosters located at the pivot sites and are supplied by pumps 68 and 69.

Booster station for pivot in $SE\frac{1}{4}$ sec 6, $SW\frac{1}{4}$ sec 5, $NW\frac{1}{4}$ sec 8, and $NE\frac{1}{4}$ sec 7, T112N, R79W.
Location $\approx$ 1716 ft. S from the NE corner of sec 7, T112N, R79W.

motor: General Electric	pump: Cornell, imp. $9\frac{1}{8}$ in.
70 S.N. CN 133016	M.N. SYB125-2 P73
125 hp., 3560 rpm	S.N. 30199

Booster station for pivot in $SE\frac{1}{4}$ of sec 7, T112N, R79W.
Location $\approx$ 1716 ft. S from the NE corner of sec 7, T112N, R79W.

motor: Marathon	pump: Cornell, imp. $9\frac{1}{8}$ in.
71 S.N. 93327-8/22-3	M.N. SYB125-2 P76
125 hp., 3555 rpm	S.N. 30201

Booster station for pivot in $N\frac{1}{2}NW\frac{1}{4}$, sec 7 and $S\frac{1}{2}SW\frac{1}{4}$, sec 6 all in T112N, R79W.
Location $\approx$ 825 ft. E and 1190 ft. N from center of sec 7, T112N, R79W.

motor: Marathon	pump: Cornell, imp. $8\frac{5}{16}$ in.
72 M.N. JC 404TDS7312AA W F1	M.N. SYB125-2 P72
125 hp., 3550 rpm	S.N. 30708

Booster station for pivot in $SW\frac{1}{4}$ of sec. 7, T112N, R79W
Location $\approx$ 825 ft. E and 1190 ft. N from center of sec. 7, T112N, R79W.

motor: Marathon

73 S.N. 93327-8/22-4

125 hp., 3555 rpm.

pump: Cornell, imp. $9\frac{1}{8}$ in.

M.N. SYB125-2 P75

S.N. 30200

Booster station for pivot in $E\frac{1}{2}E\frac{1}{2}$, sec 6 and $W\frac{1}{2}W\frac{1}{2}$, sec 5 all in T112N, R79W.

Location - 178 ft. E and 1755 ft. S from NW corner of sec 5, T112N, R79W

motor: Marathon

74 S.N. 93327-8/22-6

125 hp., 3555 rpm

pump: Cornell, imp. $9\frac{5}{16}$ in.

M.N. SYB125-2 P70

S.N. 30709

Booster station for pivot in $NW\frac{1}{4}$ of sec 6, T112N, R79W.

Location - 790 ft. W and 790 ft. N from center of sec. 6, T112N, R79W

motor: Marathon

75 S.N. 93327-8/22-2

125 hp., 3555 rpm

pump: Cornell, imp. 9 in.

M.N. SYB125-2 P69

S.N. 30707

Booster station for pivot in $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, and $S\frac{1}{2}NE\frac{1}{4}$ of sec 8, T112N, R79W.

Location - 594 ft. E and 528 ft. S from center of sec. 8, T112N, R79W.

motor: Marathon

76 S.N. 93593-1/4-2

125 hp., 1775 rpm

pump: Cornell, imp. 15 in.

M.N. SHH125-4 P77

S.N. 30378

Booster stations for pivots in sec. 20, T112N, R79W.

Location - center of $NW\frac{1}{4}$, $NE\frac{1}{4}$, $SW\frac{1}{4}$, and $SE\frac{1}{4}$ of sec 20, T112N, R79W

NE $\frac{1}{4}$ motor: General Electric
 77 M.N. 5K256JL2379
 20hp, 1750rpm

pump: Cornell, imp. 9 $\frac{3}{4}$ in.
 M.N. 4R20-4 P79
 S.N. 30191

NW $\frac{1}{4}$ motor: Century
 78 P.N. 6-323050-01
 25hp, 1750rpm

pump: Cornell, imp. 10 $\frac{3}{16}$ in.
 M.N. 4R25-4 P78
 S.N. 30686

SW $\frac{1}{4}$ motor: Marathon
 79 S.N. 1564091
 30hp, 1760rpm

pump: Cornell, imp. 11 $\frac{3}{8}$ in.
 M.N. 4R30-4 P80
 S.N. 30699

SE $\frac{1}{4}$ motor: Century
 80 P.N. 6-323050-01
 25hp, 1750rpm

pump: Cornell, imp. 10 $\frac{3}{16}$ in.
 M.N. 4R25-4 P81
 S.N. 30687

Booster stations for pivots in S $\frac{1}{2}$ of sec. 21, T112N, R79W.

Location - center of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of sec 21, T112N, R79W.

SW $\frac{1}{4}$ motor: Century
 81 P.N. 6-323050-01
 25hp, 1750rpm

pump: Cornell, imp. 10 $\frac{3}{16}$ in.
 M.N. 4R25-4 P82
 S.N. 30688

SE $\frac{1}{4}$ motor: General Electric
 82 M.N. 5K286JL2265
 30hp, 1765rpm

pump: Cornell, imp. 11 $\frac{3}{8}$ in.
 M.N. 4R30-4 P83
 S.N. 30735

Booster stations for pivots in NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of sec 28, T112N, R79W.

Location - center of section and center of NW $\frac{1}{4}$ of sec. 28, T112N, R79W.

NW $\frac{1}{4}$ motor: General Electric
83 M.N. SK286JL164
40hp., 3540rpm

pump: Cornell, imp. 6 $\frac{5}{8}$ in.
M.N. 4WB40-2 P84
S.N. 30390

SE $\frac{1}{4}$ motor: Marathon
84 M.N. LJ324TTDR7611BE W
50 hp., 3555 rpm.

pump: Cornell, imp. 7 $\frac{1}{16}$ in.
M.N. 4WB50-2 P88
S.N. 35752

Booster station for pivot in NW $\frac{1}{4}$ of sec. 27, T112N, R79W.

Location - center of NW $\frac{1}{4}$ of sec 27, T112N, R79W.

motor: Marathon
85 M.N. KD 286TTDR7902AA W
40 hp., 3525 rpm

pump: Cornell, imp. 6 $\frac{3}{4}$ in.
M.N. 4WB40-2 P85
S.N. 30832

Booster station for 3 towable pivots in W $\frac{1}{2}$, sec 33 and SW $\frac{1}{4}$, sec 28 all in T113N, R79W.

Location $\approx$ beside canal in N $\frac{1}{2}$ SW $\frac{1}{4}$ of sec 28, T113N, R79W.

motor: General Electric
S.N. EN 192015
150 hp., 1780 rpm

pump: Cornell, imp. 16 $\frac{1}{8}$ in.
M.N. SHH150-4 T27
S.N. 30383

Lift Station

Location $\approx$ NE corner of sec. 22, T113N, R80W.

motor : General Electric
1 S.N. ESJS21136
100hp., 880 rpm

pump: Johnston
S.N. AMN 1066

motor : General Electric
2 S.N. ESJS21133
100hp., 880 rpm

pump: Johnston
S.N. AMN 1061

motor : General Electric
3 S.N. ESJS21132
100hp., 880 rpm

pump: Johnston
S.N. AMN 1064

motor : General Electric
4 S.N. ESJS21137
100hp., 880 rpm

pump: Johnston
S.N. AMN 1065

motor : General Electric
5 S.N. ESJS21135
100hp., 880 rpm

pump: Johnston
S.N. AMN 1063

motor : General Electric
6 S.N. ESJS21134
100hp., 880 rpm.

pump: Johnston
S.N. AMN 1062

(continued)

motor : not available

7 50hp.

pump: not available

motor: General Electric

8 S.N. DSJ416354

30hp., 1750 rpm

pump: Johnston

S.N. AMN 1068

1B.

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

Canal Dimensions: width - 8 ft. at bottom
depth - 5.4 ft to 9 ft.
length - 62,400 ft. approx.
3:1 inside slope, 4:1 outside slope

Pipeline	size (in.)	type	approx. length (ft.)
	78 siphon	steel	2,840
	68 siphon	steel	2,780
	28 siphon	steel	1,650
	24	steel	3,520
	15	PVC	59,700
	12	PVC	51,200
	10	PVC	42,200
	8	PVC	76,600

C. Works used to apply water to beneficial use.

1. Electrogator center pivots - 91 pivots

a) # of towers -

4 tower 3 pivots	7 tower 11 pivots	8 tower 61 pivots	9 tower 3 pivots	10 tower 4 pivots
11 tower 5 pivots	12 tower 2 pivots	13 tower 2 pivots		

b) capacity - average 850 G.P.M.

c) Rainbird sprinklers

d) length - 600 ft. to 2026 ft.

STATE OF SOUTH DAKOTA

WATER LICENSE NO. 5505-3

(1) J.E.S. Farms of Pierre, SD 57501 made Application No. 5505-3, September 24, 1984 for a water permit to appropriate 7.88 cubic feet of water per second from the Missouri River, Sully County, South Dakota for irrigation purposes. Permit No. 5505-3 with a priority date of February 12, 1991 was approved May 1, 1991 and issued to applicant(s) for diversion of water with construction of the described water supply system completed and the application to beneficial use of said water completed.

Water Permit No. 5505-3 authorized irrigation of additional land (551.6 acres) that was developed, but not permitted under Water Permit Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3 and 4175-3. The priority date for the additional acreage is February 12, 1991.

The applicable portions of Water Permit Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3 and 4175-3 are incorporated into this Water License. The land covered under these permits is in Hughes and Sully Counties. All of the permits were previously transferred to Harvey D. Sheehan and Andrea L. Sheehan. The priority dates established under each of the permits are as follows: 1) No. 1589-3 - November 7, 1963; 2) No. 1713-3 - December 12, 1969; 3) No. 1991-3 - May 24, 1973; 4) No. 3434-3 - December 30, 1976; 5) No. 4174-3 and No. 4175-3 - November 1, 1977; 6) No. 5505-3 - February 12, 1991.

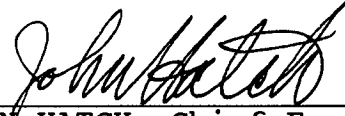
(2) It is certified that the applicant has complied with the provisions of South Dakota State Law relating to completion of the construction of the water supply system and is entitled to divert 149.40 cubic feet of water per second for beneficial use. The location of the diversion point is: (on the Missouri River) approximately 4,000'N and 2,850'W of the SE corner of Section 20, T113N, R80W.

(3) The applicant has complied with the provisions of South Dakota State Law relating to the application of water to beneficial use to irrigate the following land:

See Attachment "A"

(4) Pursuant to Section 46-5-30.1 Harvey D. and Andrea L. Sheehan, husband and wife of HCR 37, Box 82, Pierre, SD 57501 the holder(s) and/or owner(s) of Incorporated Water Permit No. 5505-3 are issued a license to appropriate water, the right to use 149.40 cubic feet of water per second from the Missouri River with

priority dates of November 7, 1963; December 12, 1969; May 24, 1973; December 30, 1976; November 1, 1977 and February 12, 1991 from the location specified in (2) of this license. The water is to be conducted to and upon lands specified in (3) of this license for the purpose of irrigation. This license is subject to any limitations or qualifications listed in Incorporated Water Permit No. 5505-3 and subject to South Dakota State Law.



SEP 22 1992

JOHN HATCH, Chief Engineer
Water Rights Division
Department of Environment and
Natural Resources

WATER LICENSE NO. 5505-3

ATTACHMENT A

Page 1

<u>LAND DESCRIPTION</u>	<u>ACRES</u>	<u>PRIORITY DATE</u>
T113N, R79W Section 22 NW 1/4 NW 1/4	34.5	December 30, 1976 (3434-3)
" NE 1/4 NW 1/4	33.0	" "
" SW 1/4 NW 1/4	31.7	" "
" SE 1/4 NW 1/4	29.7	" "
" NW 1/4 NE 1/4	34.5	" "
" NE 1/4 NE 1/4	31.6	" "
" SW 1/4 NE 1/4	32.5	" "
" SE 1/4 NE 1/4	29.5	" "
T113N, R79W Section 16 NW 1/4 SW 1/4	33.7	" "
" NE 1/4 SW 1/4	35.7	" "
" SW 1/4 SW 1/4	35.6	" "
" SE 1/4 SW 1/4	37.5	" "
" NW 1/4 SE 1/4	31.4	" "
" NE 1/4 SE 1/4	35.4	" "
" SW 1/4 SE 1/4	29.1	" "
" SE 1/4 SE 1/4	31.3	" "
T113N, R79W Section 21 NW 1/4 NW 1/4	30.9	" "
" NE 1/4 NW 1/4	30.9	" "
" SW 1/4 NW 1/4	31.0	" "
" SE 1/4 NW 1/4	28.8	" "
" NW 1/4 NE 1/4	37.8	" "
" NE 1/4 NE 1/4	36.4	" "
" SW 1/4 NE 1/4	29.4	" "
" SE 1/4 NE 1/4	27.3	" "
" NW 1/4 SW 1/4	29.7	" "
" NE 1/4 SW 1/4	26.8	" "
" SW 1/4 SW 1/4	32.2	" "
" SE 1/4 SW 1/4	29.6	" "
" NW 1/4 SE 1/4	35.6	" "
" NE 1/4 SE 1/4	35.3	" "
" SW 1/4 SE 1/4	31.8	" "
" SE 1/4 SE 1/4	32.0	" "
T113N, R79W Section 28 NW 1/4 NW 1/4	34.1	" "
" NE 1/4 NW 1/4	31.8	" "
" SW 1/4 NW 1/4	31.4	" "
" SE 1/4 NW 1/4	26.7	" "
" NE 1/4 SW 1/4	16.0	" "
" SW 1/4 SW 1/4	30.4	" "
" SE 1/4 SW 1/4	32.3	" "
" NW 1/4 SE 1/4	31.4	" "
" NE 1/4 SE 1/4	33.0	" "
" SW 1/4 SE 1/4	31.9	" "
" SE 1/4 SE 1/4	33.2	" "
" NW 1/4 NE 1/4	35.0	February 12, 1991 (5505-3)
" NE 1/4 NE 1/4	34.7	" "
" SW 1/4 NE 1/4	35.1	" "
" SE 1/4 NE 1/4	37.3	" "
T113N, R79W Section 20 NW 1/4 NW 1/4	35.7	December 30, 1976 (3434-3)
" NE 1/4 NW 1/4	34.2	" "
" SW 1/4 NW 1/4	31.9	" "
" SE 1/4 NW 1/4	29.2	" "
" NW 1/4 NE 1/4	33.4	" "
" NE 1/4 NE 1/4	34.2	" "
" SW 1/4 NE 1/4	30.1	" "
" SE 1/4 NE 1/4	30.6	" "

<u>LAND DESCRIPTION</u>	<u>ACRES</u>	<u>PRIORITY DATE</u>
T113N, R79W Section 20 NW 1/4 SW 1/4	34.3	December 30, 1976 (3434-3)
" NE 1/4 SW 1/4	33.5	" "
" SW 1/4 SW 1/4	33.3	" "
" SE 1/4 SW 1/4	31.6	" "
" NW 1/4 SE 1/4	32.7	" "
" NE 1/4 SE 1/4	32.5	" "
" SW 1/4 SE 1/4	32.9	" "
" SE 1/4 SE 1/4	23.6	" "
T113N, R79W Section 29 NW 1/4 NW 1/4	32.4	" "
" NE 1/4 NW 1/4	31.4	" "
" SW 1/4 NW 1/4	33.9	" "
" SE 1/4 NW 1/4	33.0	" "
" NW 1/4 NE 1/4	32.7	" "
" NE 1/4 NE 1/4	30.8	" "
" SW 1/4 NE 1/4	32.6	" "
" SE 1/4 NE 1/4	31.5	" "
" NW 1/4 SW 1/4	33.1	" "
" NE 1/4 SW 1/4	30.8	" "
" SW 1/4 SW 1/4	35.0	" "
" SE 1/4 SW 1/4	33.3	" "
" NW 1/4 SE 1/4	32.4	" "
" NE 1/4 SE 1/4	30.6	" "
" SW 1/4 SE 1/4	34.1	" "
" SE 1/4 SE 1/4	28.9	" "
T113N, R79W Section 18 NW 1/4 SW 1/4	34.4	" "
" NE 1/4 SW 1/4	30.0	" "
" SW 1/4 SW 1/4	35.0	" "
" SE 1/4 SW 1/4	30.3	" "
" NW 1/4 SE 1/4	32.1	" "
" NE 1/4 SE 1/4	32.1	" "
" SW 1/4 SE 1/4	32.1	" "
" SE 1/4 SE 1/4	32.1	" "
T113N, R79W Section 19 NW 1/4 NW 1/4	35.1	" "
" NE 1/4 NW 1/4	31.8	" "
" SW 1/4 NW 1/4	32.1	" "
" SE 1/4 NW 1/4	27.5	" "
" NW 1/4 NE 1/4	35.2	" "
" NE 1/4 NE 1/4	32.8	" "
" SW 1/4 NE 1/4	31.8	" "
" SE 1/4 NE 1/4	28.8	" "
" NW 1/4 SW 1/4	35.3	" "
" NE 1/4 SW 1/4	29.9	" "
" SW 1/4 SW 1/4	35.5	" "
" SE 1/4 SW 1/4	29.4	" "
" NW 1/4 SE 1/4	35.1	" "
" NE 1/4 SE 1/4	31.0	" "
" SW 1/4 SE 1/4	35.2	" "
" SE 1/4 SE 1/4	30.4	" "

<u>LAND DESCRIPTION</u>	<u>ACRES</u>	<u>PRIORITY DATE</u>
T113N, R79W Section 31 NW 1/4 NW 1/4	34.3	December 30, 1976 (3434-3)
" NE 1/4 NW 1/4	32.0	" "
" SW 1/4 NW 1/4	33.6	" "
" SE 1/4 NW 1/4	30.3	" "
" NW 1/4 NE 1/4	33.8	" "
" NE 1/4 NE 1/4	29.9	" "
" SW 1/4 NE 1/4	33.2	" "
" SE 1/4 NE 1/4	30.3	" "
" NW 1/4 SW 1/4	35.4	" "
" NE 1/4 SW 1/4	32.8	" "
" SW 1/4 SW 1/4	35.2	" "
" SE 1/4 SW 1/4	32.4	" "
" NW 1/4 SE 1/4	34.1	" "
" NE 1/4 SE 1/4	29.8	" "
" SW 1/4 SE 1/4	34.4	" "
" SE 1/4 SE 1/4	30.1	" "
T113N, R80W Section 24 NW 1/4 NW 1/4	30.2	" "
" NE 1/4 NW 1/4	31.8	" "
" SW 1/4 NW 1/4	34.4	" "
" SE 1/4 NW 1/4	35.1	" "
" NW 1/4 NE 1/4	33.0	" "
" NE 1/4 NE 1/4	31.3	" "
" SW 1/4 NE 1/4	33.1	" "
" SE 1/4 NE 1/4	31.2	" "
" NW 1/4 SW 1/4	31.8	" "
" NE 1/4 SW 1/4	31.8	" "
" SW 1/4 SW 1/4	30.5	" "
" SE 1/4 SW 1/4	30.5	" "
" NW 1/4 SE 1/4	33.4	" "
" NE 1/4 SE 1/4	31.0	" "
" SW 1/4 SE 1/4	33.1	" "
" SE 1/4 SE 1/4	31.2	" "
T113N, R80W Section 23 NW 1/4 NE 1/4	30.7	November 7, 1963 (1589-3)
" NE 1/4 NE 1/4	35.4	" "
" SW 1/4 NE 1/4	28.8	" "
" SE 1/4 NE 1/4	34.0	" "
" NW 1/4 SW 1/4	30.4	" "
" NE 1/4 SW 1/4	30.4	" "
" SW 1/4 SW 1/4	30.4	" "
" SE 1/4 SW 1/4	30.4	" "
" NW 1/4 NW 1/4	33.0	December 30, 1976 (3434-3)
" SW 1/4 NW 1/4	32.3	" "
" SW 1/4 SE 1/4	21.0	" "
" SE 1/4 SE 1/4	12.7	" "
" NE 1/4 NW 1/4	5.9	November 7, 1963 (1589-3)
" NE 1/4 NW 1/4	27.9	December 30, 1976 (3434-3)
" SE 1/4 NW 1/4	9.1	November 7, 1963 (1589-3)
" SE 1/4 NW 1/4	24.3	December 30, 1976 (3434-3)
" NW 1/4 SE 1/4	7.4	November 7, 1963 (1589-3)
" NW 1/4 SE 1/4	22.6	December 30, 1976 (3434-3)
" NE 1/4 SE 1/4	6.2	November 7, 1963 (1589-3)
" NE 1/4 SE 1/4	23.8	December 30, 1976 (3434-3)

<u>LAND DESCRIPTION</u>	<u>ACRES</u>	<u>PRIORITY DATE</u>
T113N, R80W Section 26 NW 1/4 NW 1/4	33.6	December 30, 1976 (3434-3)
" NE 1/4 NW 1/4	34.3	" "
" SW 1/4 NW 1/4	34.6	" "
" SE 1/4 NW 1/4	34.9	" "
" NW 1/4 NE 1/4	30.0	" "
" NE 1/4 NE 1/4	30.0	" "
" SW 1/4 NE 1/4	30.0	" "
" SE 1/4 NE 1/4	30.0	" "
" NW 1/4 SW 1/4	30.6	" "
" NE 1/4 SW 1/4	30.6	" "
" SW 1/4 SW 1/4	30.6	" "
" SE 1/4 SW 1/4	30.6	" "
" NW 1/4 SE 1/4	30.7	" "
" NE 1/4 SE 1/4	30.7	" "
" SW 1/4 SE 1/4	30.7	" "
" SE 1/4 SE 1/4	30.7	" "
T113N, R80W Section 35 NW 1/4 NW 1/4	32.0	" "
" NE 1/4 NW 1/4	32.0	" "
" SW 1/4 NW 1/4	32.0	" "
" SE 1/4 NW 1/4	32.0	" "
T113N, R80W Section 25 NW 1/4 NW 1/4	32.2	" "
" NE 1/4 NW 1/4	33.5	" "
" SW 1/4 NW 1/4	32.7	" "
" SE 1/4 NW 1/4	33.9	" "
" NW 1/4 NE 1/4	32.5	" "
" NE 1/4 NE 1/4	33.5	" "
" SW 1/4 NE 1/4	32.8	" "
" SE 1/4 NE 1/4	34.7	" "
" NW 1/4 SW 1/4	32.8	" "
" NE 1/4 SW 1/4	33.3	" "
" SW 1/4 SW 1/4	32.6	" "
" SE 1/4 SW 1/4	34.6	" "
" NW 1/4 SE 1/4	30.9	" "
" NE 1/4 SE 1/4	32.4	" "
" SW 1/4 SE 1/4	33.0	" "
" SE 1/4 SE 1/4	34.8	" "
T113N, R80W Section 36 NW 1/4 NW 1/4	33.1	" "
" NE 1/4 NW 1/4	33.4	" "
" SW 1/4 NW 1/4	35.4	" "
" SE 1/4 NW 1/4	35.1	" "
" NW 1/4 NE 1/4	32.0	" "
" NE 1/4 NE 1/4	32.5	" "
" SW 1/4 NE 1/4	35.4	" "
" SE 1/4 NE 1/4	35.9	" "
" NW 1/4 SW 1/4	32.1	" "
" NE 1/4 SW 1/4	32.8	" "
" SW 1/4 SW 1/4	35.1	" "
" SE 1/4 SW 1/4	35.1	" "
" NW 1/4 SE 1/4	30.4	" "
" NE 1/4 SE 1/4	31.5	" "
" SW 1/4 SE 1/4	33.6	" "
" SE 1/4 SE 1/4	33.7	" "

<u>LAND DESCRIPTION</u>	<u>ACRES</u>	<u>PRIORITY DATE</u>
T113N, R80W Section 27 NW 1/4 SW 1/4	35.2	December 12, 1969 (1713-3)
" NE 1/4 SW 1/4	32.1	" "
" SW 1/4 SW 1/4	33.1	" "
" SE 1/4 SW 1/4	30.1	" "
" NW 1/4 NE 1/4	34.7	" "
" NE 1/4 NE 1/4	34.8	" "
" SW 1/4 NE 1/4	35.0	" "
" SE 1/4 NE 1/4	32.5	" "
" NW 1/4 NW 1/4	33.7	December 30, 1976 (3434-3)
" NE 1/4 NW 1/4	33.6	" "
" SW 1/4 NW 1/4	34.2	" "
" SE 1/4 NW 1/4	34.1	" "
" NW 1/4 SE 1/4	33.4	" "
" NE 1/4 SE 1/4	34.8	" "
" SW 1/4 SE 1/4	32.2	" "
" SE 1/4 SE 1/4	32.9	" "
T113N, R80W Section 28 NW 1/4 NW 1/4	36.2	" "
" NE 1/4 NW 1/4	37.6	" "
" SW 1/4 NW 1/4	6.0	" "
" SE 1/4 NW 1/4	36.7	" "
" NW 1/4 NE 1/4	26.0	" "
" SW 1/4 NE 1/4	23.9	" "
T113N, R80W Section 29 NE 1/4 NE 1/4	24.6	" "
T113N, R80W Section 20 NE 1/4 SE 1/4	15.0	May 24, 1973 (1991-3)
" NE 1/4 SE 1/4	1.7	December 30, 1976 (3434-3)
" SE 1/4 SE 1/4	12.3	May 24, 1973 (1991-3)
" SE 1/4 SE 1/4	20.5	December 30, 1976 (3434-3)
T113N, R80W Section 21 NW 1/4 SW 1/4	26.3	May 24, 1973 (1991-3)
" SW 1/4 SW 1/4	34.3	" "
" SW 1/4 SW 1/4	4.0	December 30, 1976 (3434-3)
" NE 1/4 SW 1/4	7.0	May 24, 1973 (1991-3)
" NE 1/4 SW 1/4	18.0	December 30, 1976 (3434-3)
" SE 1/4 SW 1/4	6.0	May 24, 1973 (1991-3)
" SE 1/4 SW 1/4	27.4	December 30, 1976 (3434-3)
" NW 1/4 SE 1/4	28.7	" "
" NE 1/4 SE 1/4	39.1	" "
" SW 1/4 SE 1/4	34.2	" "
" SE 1/4 SE 1/4	30.5	" "
" SE 1/4 NE 1/4	11.7	" "
T113N, R80W Section 22 NW 1/4 NW 1/4	3.7	" "
" NE 1/4 NW 1/4	38.5	" "
" SW 1/4 NW 1/4	19.3	" "
" SE 1/4 NW 1/4	8.6	" "
" NW 1/4 NE 1/4	40.0	" "
" NE 1/4 NE 1/4	11.4	" "
" SW 1/4 NE 1/4	26.3	" "
" SE 1/4 NE 1/4	9.5	" "
" NW 1/4 SW 1/4	39.4	" "
" NE 1/4 SW 1/4	36.3	" "
" SW 1/4 SW 1/4	38.4	" "
" SE 1/4 SW 1/4	19.4	" "

Attachment A - Page 6

<u>LAND DESCRIPTION</u>			<u>ACRES</u>	<u>PRIORITY DATE</u>
T113N, R80W	Section 22	NW 1/4 SE 1/4	40.0	December 30, 1976 (3434-3)
"	"	NE 1/4 SE 1/4	37.9	" "
"	"	SW 1/4 SE 1/4	38.0	" "
"	"	SE 1/4 SE 1/4	27.3	" "
T113N, R79W	Section 33	NW 1/4 NW 1/4	32.0	November 1, 1977 (4174-3)
"	"	NE 1/4 NW 1/4	32.0	" "
"	"	SW 1/4 NW 1/4	32.0	" "
"	"	SE 1/4 NW 1/4	32.0	" "
"	"	NW 1/4 SW 1/4	32.0	" "
"	"	NE 1/4 SW 1/4	16.0	" "
"	"	SW 1/4 SW 1/4	1.6	" "
T113N, R79W	Section 32	NW 1/4 NW 1/4	32.4	" "
"	"	NE 1/4 NW 1/4	30.9	" "
"	"	SW 1/4 NW 1/4	35.1	" "
"	"	SE 1/4 NW 1/4	33.1	" "
"	"	NW 1/4 SW 1/4	13.0	" "
"	"	NE 1/4 SW 1/4	39.5	" "
"	"	SW 1/4 SW 1/4	12.5	" "
"	"	SE 1/4 SW 1/4	39.2	" "
"	"	NW 1/4 NE 1/4	10.6	" "
"	"	NE 1/4 NE 1/4	38.3	" "
"	"	SW 1/4 NE 1/4	25.0	" "
"	"	SE 1/4 NE 1/4	40.0	" "
"	"	NW 1/4 SE 1/4	24.1	" "
"	"	NE 1/4 SE 1/4	39.3	" "
"	"	SW 1/4 SE 1/4	14.3	" "
"	"	SE 1/4 SE 1/4	3.8	" "
T112N, R79W	Section 6	NW 1/4 NW 1/4	23.3	" "
"	"	NE 1/4 NW 1/4	38.7	" "
"	"	SW 1/4 NW 1/4	38.3	" "
"	"	SE 1/4 NW 1/4	40.0	" "
"	"	NW 1/4 NE 1/4	19.3	" "
"	"	NE 1/4 NE 1/4	33.9	" "
"	"	SW 1/4 NE 1/4	38.6	" "
"	"	SE 1/4 NE 1/4	40.0	" "
"	"	NW 1/4 SW 1/4	18.5	" "
"	"	NE 1/4 SW 1/4	38.8	" "
"	"	SW 1/4 SW 1/4	32.1	" "
"	"	SE 1/4 SW 1/4	40.0	" "
"	"	NW 1/4 SE 1/4	11.4	" "
"	"	NE 1/4 SE 1/4	29.8	" "
"	"	SW 1/4 SE 1/4	31.0	" "
"	"	SE 1/4 SE 1/4	40.0	" "
T112N, R79W	Section 7	NW 1/4 NW 1/4	33.7	" "
"	"	NE 1/4 NW 1/4	40.0	" "
"	"	SW 1/4 NW 1/4	18.6	" "

<u>LAND DESCRIPTION</u>		<u>ACRES</u>	<u>PRIORITY DATE</u>
T112N, R79W Section 7	SE 1/4 NW 1/4	39.0	November 1, 1977 (4174-3)
"	NW 1/4 NE 1/4	33.7	" "
"	NE 1/4 NE 1/4	40.0	" "
"	SW 1/4 NE 1/4	17.0	" "
"	SE 1/4 NE 1/4	35.4	" "
"	NW 1/4 SW 1/4	38.1	" "
"	NE 1/4 SW 1/4	40.0	" "
"	SW 1/4 SW 1/4	25.1	" "
"	SE 1/4 SW 1/4	39.3	" "
"	NW 1/4 SE 1/4	40.0	" "
"	NE 1/4 SE 1/4	40.0	" "
"	SW 1/4 SE 1/4	27.9	" "
"	SE 1/4 SE 1/4	38.4	" "
T112N, R79W Section 5	NW 1/4 NW 1/4	37.9	" "
"	NE 1/4 NW 1/4	15.6	" "
"	SW 1/4 NW 1/4	40.0	" "
"	SE 1/4 NW 1/4	29.1	" "
"	NW 1/4 NE 1/4	38.7	" "
"	NE 1/4 NE 1/4	27.6	" "
"	SW 1/4 NE 1/4	40.0	" "
"	SE 1/4 NE 1/4	32.6	" "
"	NW 1/4 SW 1/4	31.2	" "
"	NE 1/4 SW 1/4	13.1	" "
"	SW 1/4 SW 1/4	38.5	" "
"	SE 1/4 SW 1/4	29.0	" "
"	NW 1/4 SE 1/4	35.0	" "
"	NE 1/4 SE 1/4	18.7	" "
"	SW 1/4 SE 1/4	40.0	" "
"	SE 1/4 SE 1/4	37.0	" "
T112N, R79W Section 8	NW 1/4 NW 1/4	39.0	November 1, 1977 (4175-3)
"	NE 1/4 NW 1/4	16.8	" "
"	SW 1/4 NW 1/4	20.0	" "
"	SE 1/4 NW 1/4	31.8	" "
"	NW 1/4 NE 1/4	38.0	" "
"	NE 1/4 NE 1/4	21.7	" "
"	SW 1/4 NE 1/4	40.0	" "
"	SE 1/4 NE 1/4	29.2	" "
"	NW 1/4 SW 1/4	38.6	" "
"	NE 1/4 SW 1/4	40.0	" "
"	SW 1/4 SW 1/4	21.2	" "
"	SE 1/4 SW 1/4	25.2	" "
"	NW 1/4 SE 1/4	40.0	" "
"	NE 1/4 SE 1/4	40.0	" "
"	SW 1/4 SE 1/4	38.9	" "
"	SE 1/4 SE 1/4	21.8	" "
T112N, R79W Section 20	NW 1/4 NW 1/4	33.3	" "
"	NE 1/4 NW 1/4	34.7	" "
"	SW 1/4 NW 1/4	31.1	" "
"	SE 1/4 NW 1/4	31.1	" "

<u>LAND DESCRIPTION</u>	<u>ACRES</u>	<u>PRIORITY DATE</u>
T112N, R79W Section 20 NW 1/4 NE 1/4	33.8	November 1, 1977 (4175-3)
" NE 1/4 NE 1/4	34.7	" "
" SW 1/4 NE 1/4	31.8	" "
" SE 1/4 NE 1/4	33.3	" "
" NW 1/4 SW 1/4	33.7	" "
" NE 1/4 SW 1/4	35.7	" "
" SW 1/4 SW 1/4	31.4	" "
" SE 1/4 SW 1/4	33.7	" "
" NW 1/4 SE 1/4	33.8	" "
" NE 1/4 SE 1/4	33.9	" "
" SW 1/4 SE 1/4	33.2	" "
" SE 1/4 SE 1/4	33.1	" "
T113N, R79W Section 30 NW 1/4 NW 1/4	33.3	December 30, 1976 (3434-3)
" NE 1/4 NW 1/4	29.1	" "
" SW 1/4 NW 1/4	35.8	" "
" SE 1/4 NW 1/4	31.6	" "
" NW 1/4 NE 1/4	33.6	" "
" NE 1/4 NE 1/4	30.8	" "
" SW 1/4 NE 1/4	34.4	" "
" SE 1/4 NE 1/4	31.9	" "
" NW 1/4 SW 1/4	33.8	" "
" NE 1/4 SW 1/4	31.0	" "
" SW 1/4 SW 1/4	35.5	" "
" SE 1/4 SW 1/4	32.7	" "
" NW 1/4 SE 1/4	33.3	" "
" NE 1/4 SE 1/4	32.2	" "
" SW 1/4 SE 1/4	34.0	" "
" SE 1/4 SE 1/4	33.5	" "
T112N, R79W Section 21 NW 1/4 SW 1/4	24.2	November 1, 1977 (4175-3)
" NE 1/4 SW 1/4	35.7	" "
" SW 1/4 SW 1/4	24.2	" "
" SE 1/4 SW 1/4	35.7	" "
" NW 1/4 SE 1/4	33.9	" "
" NE 1/4 SE 1/4	34.2	" "
" SW 1/4 SE 1/4	35.0	" "
" SE 1/4 SE 1/4	34.4	" "
T112N, R79W Section 27 NW 1/4 NW 1/4	32.4	" "
" NE 1/4 NW 1/4	33.9	" "
" SW 1/4 NW 1/4	30.7	" "
" SE 1/4 NW 1/4	32.2	" "
T112N, R79W Section 28 NW 1/4 NW 1/4	31.4	" "
" NE 1/4 NW 1/4	37.8	" "
" SW 1/4 NW 1/4	29.3	" "
" SE 1/4 NW 1/4	35.7	" "
" NW 1/4 SE 1/4	36.2	February 12, 1991 (5505-3)
" NE 1/4 SE 1/4	34.7	" "
" SW 1/4 SE 1/4	34.3	" "
" SE 1/4 SE 1/4	31.9	" "

<u>LAND DESCRIPTION</u>	<u>ACRES</u>	<u>PRIORITY DATE</u>
T113N, R79W Section 11 NW 1/4 NW 1/4	34.3	February 12, 1991 (5505-3)
" NE 1/4 NW 1/4	33.3	" "
" SW 1/4 NW 1/4	35.0	" "
" SE 1/4 NW 1/4	33.7	" "
" NW 1/4 SW 1/4	34.6	" "
" NE 1/4 SW 1/4	31.9	" "
" SW 1/4 SW 1/4	36.2	" "
" SE 1/4 SW 1/4	33.4	" "
TOTAL ACREAGE - 12,663.2		



SEP 22 1992

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

5505-3

Harvey D. and Andrea L. Sheehan
HCR 37, Box 82
Pierre, SD 57501

Dear Mr. and Mrs. Sheehan:

Enclosed is Water License No. 5505-3 and Receipt No. 411904 for \$50.00 which was assessed for an inspection and issuance of the license. Water License No. 5505-3 is the final document which completes the process of obtaining a water right.

As long as you use the water beneficially, as stated in the Water License, State Water Laws provide that you have a continuing right to use the water.

Very truly yours,

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

enclosures

cc: Kent Rasmussen, P.O. Box 866, Rapid City, SD 57709-0866

NOTE: The applicable portions of Water Permit Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3 and 4175-3 are incorporated into this Water License.

5505-3



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

November 6, 1992

Raymond Kintz
Titles of Dakota, Inc
PO Box 100
Dupree, SD 57623-0100

Dear Mr. Kintz:

Enclosed are Receipt Nos. 413495, 413496, 413497, 413498, 413499, 413500, 413502 and 413503 in the amounts of \$2.50 each. The "Notice of Conditional Assignment of Ownership" dated October 30, 1992, has been filed in Water Permit Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3, 4175-3 and 5621-3 and Water Right No. 5505-3.

Water Permit Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3 and 4175-3 were incorporated into Water Right No. 5505-3. All of the lands developed for irrigation under these permits are now described in Water Right No. 5505-3. As we discussed by phone, you indicated you felt the "Assignment" should still be filed with each water permit.

If you have any questions, please contact me.

Sincerely,

Genny McMath
Natural Resources Analyst
(605) 773-3352

enclosures: Receipts

RECEIPT

Division of Water Rights

413503

South Dakota Department of Environment and Natural Resources

Pierre, _____ November 3, 19 92

RECEIVED OF Raymond Kintz (Harvey Sheehan) Titles of Dakota, Inc., PO Box 100, Dupree, SD
the following amount in fees for services rendered as provided for by law: 57623-0100

Fee for Application for Permit No. _____ to Appropriate Water, to construct 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 _____		
Fee for Filing Extension Request _____		
Fee for <u>Notice of Conditional Assignment of Ownership</u> <u>Water License No. 5505-3</u>		2 50
_____ _____ _____		
(Any Other Work Provided by Law)	Total	2 50

By John Hatch
Chief Engineer

5505-3



NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

No. _____

TO: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181

DATE: October 27, 1992

Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to The Equitable Life Assurance Society of the United States, Post Office Box 410379, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Schedule "A" attached to this Notice and incorporated herein by reference, including without limitation the following water permits and licenses:

Water Permit No. 1589-3
Water Permit No. 1713-3
Water Permit No. 1991-3
Water Permit No. 3434-3
Water Permit No. 4174-3
Water Permit No. 4175-3
Water Permit No. 5505-3
Water Permit No. 5621-3
Water License No. 5505-3

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$2.50 is attached to cover the filing fees as required under SDCL § 46-2-13.

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF SULLY)

We, Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, being first duly sworn on oath depose and say that our relationship to the above-described undertaking is that of Owner, that we have read the above foregoing statement, and that we know of our own personal knowledge that the information herein stated is true.

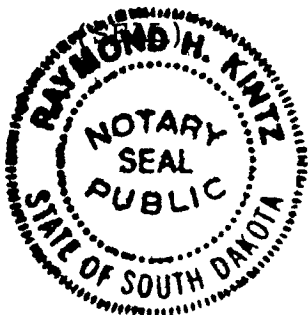
Harvey D. Sheehan
Harvey D. Sheehan

Andrea L. Sheehan
Andrea L. Sheehan

Subscribed and sworn to before me
this 27th day of October, 1992.

Raymond H. Kintz
Notary Public - South Dakota

My Commission Expires:



SCHEDULE "A"

LEGAL DESCRIPTION

Harvey D. & Andrea L. Sheehan

Hughes & Sully Counties, SD.

TOWNSHIP 112 NORTH, RANGE 79 WEST 5th P.M. HUGHES CO., SD

SECTION 5: ALL
SECTION 6: ALL
SECTION 7: ALL
SECTION 8: ALL
SECTION 20: ALL
SECTION 21: S2, except Plat of Lots 1 & 2
SECTION 27: NW4
SECTION 28: NW4 except lot 1 of Gavits
Subdivision; SE4

TOWNSHIP 112 NORTH, RANGE 80 WEST 5th P.M. HUGHES CO., SD

SECTION 2: NW4 [Lots 3 & 4, & S2NW4]
SECTION 3: N2NE4 [Lots 1&2]

TOWNSHIP 113 NORTH, RANGE 79 WEST 5th P.M. SULLY CO., SD

SECTION 11: NW4, SW4
SECTION 16: SE4, SW4
SECTION 18: SW4, SE4
SECTION 19: ALL
SECTION 20: ALL
SECTION 21: ALL
SECTION 22: NE4, NW4
SECTION 28: ALL
SECTION 29: ALL, including Lots A-1 & A-2
SECTION 30: ALL
SECTION 31: ALL
SECTION 32: ALL
SECTION 33: W2

TOWNSHIP 113 NORTH, RANGE 80 WEST 5th P.M. SULLY CO., SD

SECTION 20: SE4NE4NE4, S2SW4NE4NE4, S2SE4NW4NE4,
SE4SE4NE4, N2SE4NE4, NE4SW4NE4,
LOT 3, except North 660 feet thereof;
LOT 4, NE4SE4, NE4SE4SW4, N2SE4SE4SW4
LOT 8 except South 500 feet of
West 20 acres
SECTION 21: S2NE4, S2NW4NW4, SW4NW4, S2
SECTION 22: ALL, except Lot H-1 [2.647 ac] in
NE4 and Lot H-1 [2.346 ac] in SE4

LEGAL DESCRIPTION CONTINUED:
Harvey D. & Andrea L. Sheehan

TOWNSHIP 113 NORTH, RANGE 80 WEST 5th P.M. SULLY CO., SD

- SECTION 23: ALL
SECTION 24: ALL
SECTION 25: ALL
SECTION 26: ALL, except "ER-1 1.46 acres, more or less, conveyed to East River Power Cooperative, Inc. Madison, SD. as shown by Plat recorded Book 4 of Plats, Page 53, and Deed recorded Book 47 of Deeds, Page 94, being part of the NW4NW4
SECTION 27: ALL, except S2SW4SW4SW4
SECTION 28: N2N2, North 10 acres of Lot 1, SE4NW4, S2NE4, except South 15 acres of SE4SW4NE4 and SW4SE4NE4 thereof, E2NE4SE4, N2SE4SE4, N2S2SE4SE4
SECTION 29: The North 1650 feet of Lots 1 & 2 except the West 600 feet of South 600 feet
SECTION 34: N2N2NE4NW4NW4, N2N2NW4NE4NW4, NE4NE4NE4NW4
SECTION 35: SW4, NW4
SECTION 36: ALL



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

November 4, 1992

Raymond Kintz
Titles of Dakota, Inc
PO Box 100
Dupree, SD 57623-0100

Dear Mr. Kintz:

Enclosed, as we discussed, is your check in the amount of \$22.50. The amount actually needed for filing the eight "Conditional Assignments" is \$20.00.

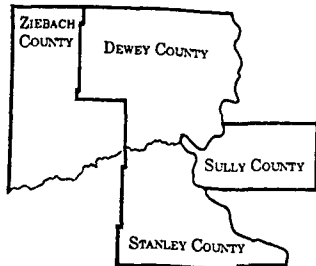
Upon receipt of the \$20.00 fee from you, the "Notice of Conditional Assignment of Ownership" will be placed in Water Permit Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3, 4175-3, and 5621-3 and Water Right No. 5505-3.

If you have any questions, please contact me.

Sincerely,

Genny McMath
Natural Resources Analyst
(605) 773-3352

enclosure: Check #2230 in the amount of \$22.50



Titles of Dakota Inc.

PO Box 100
Dupree, SD 57623-0100
(605) 365-5247
FAX (605) 365-5248

TIDAK

Lorraine J. Kintz, President
Raymond H. Kintz, Secretary



November 4, 1992

DEWEY COUNTY
TITLE COMPANY
P.O. Box 402
Timber Lake, SD 57656-0402
(605) 365-5247

STANLEY COUNTY
ABSTRACT COMPANY
P.O. Box 278
Ft. Pierre, SD 57532-0278
(605) 223-2727

SULLY COUNTY LAND
& ABSTRACT COMPANY
P.O. Box 167
Onida, SD 57564-0167
(605) 258-2291

ZIEBACH COUNTY
ABSTRACT COMPANY
P.O. Box 100
Dupree, SD 57623-0100
(605) 365-5247

TIDAK
MICROFILM SERVICES, INC.
P.O. Box 100
Dupree, SD 57623-0100
(605) 365-5247

ATTN: Genny
Division of Water Rights
523 East Capitol
Pierre, SD 57501

Re: Sheehan Conditional Transfer

Dear Genny:

Enclosed please find our rissued check in the
above matter to cover the cost of Filing on 8 permits
rather than the 9 permits originally paid for

Please return the filing information to our
Fort Pierre Office as originally requested.

Thank you,

Sincerely yours,

Raymond H. Kintz

WATER RIGHTS PROGRAM FILE DOCUMENTATION

NAME OF PERSON OR FILE: Elizabeth Lewis

ADDRESS: w/Woods, Fuller, Shultz & Smith, Sioux Falls, SD

DATE: February 27, 1997

TELEPHONE: 605 336-3890

RE: Assignment of Water Rights held by Harvey & Andrea Sheehan

COMMENTS:

Ms. Lewis called to find what they needed to do to assign water rights held by Sheehans to Equitable Life Assurance Co. She also had some concerns over the number of permits or rights the Sheehans currently held.

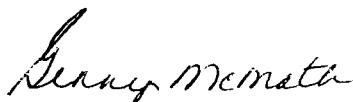
I told her that the Sheehans currently had Water Right No. 5505-3 and Water Permit No. 5621-3. The remaining water permits (Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3 and 4175-3) had been incorporated into No. 5505-3. An assignment was already on file with each of them (assigning them to the Equitable) and unless a change has occurred, filing additional assignments would not be necessary.

A letter was received from Ms. Lewis on March 6th confirming our conversation.

I later received a call from Raymond Kintz s/Titles of Dakota, Inc in Dupree asking about the same matter. He was concerned that the information should be again filed with all of the water permits or rights. I explained that the assignments were previously filed and that most of the permits were incorporated into No. 5505-3. The only two numbers we were now working with would be No. 5505-3 and No. 5621-3.

He understood but wanted to know if they could re-file the assignments in all of the permits or rights under Sheehan's name. I told him that it would not be necessary, however if they wanted to do it that way, it wouldn't harm anything.

March 31, 1997: Mr. Kintz filed a "NOTICE OF CONDITIONAL ASSIGNMENT" with Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3, 4175-3, 5505-3 and 5621-3. Send receipt for filing fees to him at PO Box 278, Ft. Pierre, SD 57532.


Genny McMath
Environmental Scientist

WOODS, FULLER, SHULTZ & SMITH P.C.

LAWYERS

300 SOUTH PHILLIPS AVENUE, SUITE 300

SIOUX FALLS, SOUTH DAKOTA 57104-6322

TELEPHONE (605) 336-3890

TELECOPIER (605) 339-3357

PETER W. SOMMERVOLD
KRISTINE L. KREITER
SCOTT C. FOLKERS
ELIZABETH A. LEWIS
TIM R. SHATTUCK
JAYNA M. VOSS
MELANIE L. CARPENTER
JEAN A. KOEHLER

FRANCIS M. SMITH
MERLE A. JOHNSON
ARLO D. SOMMERVOLD
RICHARD O. GREGERSON
JOHN E. SIMKO
WILLIAM G. TAYLOR
WILLIAM P. FULLER
STUART L. TIEDE
GARY P. THIMSEN
BRADLEY C. GROSSENBURG
JAMES M. WIEDERRICH
COMET H. HARALDSON
J. G. SHULTZ
ROGER W. DAMGAARD
BARBARA ANDERSON LEWIS
FREDERICK M. ENTWISTLE
DAVID C. KROON
MARK J. WELTER
JAMES E. MOORE

March 4, 1997

MELVIN T. WOODS (1899-1983)
HOWELL L. FULLER (1909-1981)
JOHN B. SHULTZ (1912-1975)

Via facsimile and U.S. Mail
(605) 773-4068

Ms. Genny McMath
DENR
Water Rights Division
523 East Capital Avenue
Pierre, South Dakota 57501-3182



Re: Water Permits and Licenses

Dear Ms. McMath

I appreciate your assistance last week in helping us update our information concerning the water rights, permits and licenses held by Harvey D. Sheehan and Andrea D. Sheehan. I am writing to confirm that although there was a consolidation, the eight water permits and one water license listed in my correspondence of February 26, 1997 are still issued to the Sheehans. Also there have been no amendments, revisions, modifications or assignments to the water permits or license. I am also assuming based upon my conversation with you, that other than the Notice of Conditional Assignment of Ownership filed previously by The Equitable Life Assurance Society of the United States, there are no other documents on file in your office evidencing any limitations or other security interests in the Sheehans' water rights, permits and licenses.

If any of this information is incorrect, I would appreciate it if you would notify me in writing as soon as possible.

Sincerely,

WOODS, FULLER, SHULTZ & SMITH P.C.

Elizabeth A. Lewis
Elizabeth A. Lewis

cc: Mr. Richard E. Henderson, Jr.

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

No. _____

TO: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181

DATE: March 7, 1997

Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to The Equitable Life Assurance Society of the United States, Post Office Box 410379, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Schedule "A" attached to this Notice and incorporated herein by reference, including without limitation the following water permits and licenses:

Water Permit No. 1589-3
Water Permit No. 1713-3
Water Permit No. 1991-3
Water Permit No. 3434-3
Water Permit No. 4174-3
Water Permit No. 4175-3
Water Permit No. 5505-3
Water Permit No. 5621-3
Water License No. 5505-3

The security interests granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of \$2,000,000.00, with interest thereon at the initial rate of seven and 65/100 percentum (7.65%) per annum according to the terms of a certain Adjustable Interest Rate Promissory Note, as well as other obligations as provided in the Security Agreement and other loan documents. This security interest and conditional assignment of ownership is in addition to any security interest and conditional assignment of ownership previously made, executed and delivered by Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, to the Lender in connection with an earlier loan by the Lender of the sum of \$5,500,000.00 pursuant to a Promissory Note dated October 9, 1992.

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

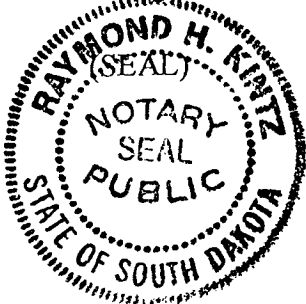
A fee of \$2.50 is attached to cover the filing fees as required under SDCL§ 46-2-13.


Harvey D. Sheehan

Andrea L. Sheehan
Andrea L. Sheehan

this 7TH day of March, 1997

My Commission Expires: **October 26, 1997**
Raymond H. Kintz - Notary Public



SCHEDULE "A"

LEGAL DESCRIPTION

Harvey D. & Andrea L. Sheehan

Hughes & Sully Counties, SD.

TOWNSHIP 112 NORTH, RANGE 79 WEST 5th P.M. HUGHES CO., SD

SECTION 5: ALL
SECTION 6: ALL
SECTION 7: ALL
SECTION 8: ALL
SECTION 20: ALL
SECTION 21: S1/2, except Plat of Lots 1 & 2
SECTION 27: NW1/4
SECTION 28: NW1/4 except lot 1 of Gavits
Subdivision; SE1/4

TOWNSHIP 112 NORTH, RANGE 80 WEST 5th P.M. HUGHES CO., SD

SECTION 2: NW1/4 [Lots 3 & 4, & S1/2NW1/4]
SECTION 3: N1/2NE1/4 [Lots 1&2]

TOWNSHIP 113 NORTH, RANGE 79 WEST 5th P.M. SULLY CO., SD

SECTION 11: NW1/4, SW1/4
SECTION 16: SE1/4, SW1/4
SECTION 18: SW1/4, SE1/4
SECTION 19: ALL
SECTION 20: ALL
SECTION 21: ALL
SECTION 22: NE1/4, NW1/4
SECTION 28: ALL
SECTION 29: ALL, including Lots A-1 & A-2
SECTION 30: ALL
SECTION 31: ALL
SECTION 32: ALL
SECTION 33: W1/2

TOWNSHIP 113 NORTH, RANGE 80 WEST 5th P.M. SULLY CO., SD

SECTION 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4,
S1/2SE1/4NW1/4NE1/4, SE1/4SE1/4NE1/4,
N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4,
LOT 3, except North 660 feet thereof;
LOT 4, NE1/4SE1/4, NE1/4SE1/4SW1/4,
N1/2SE1/4SE1/4SW1/4
LOT 8 except South 500 feet of
West 20 acres
SECTION 21: S1/2NE1/4, S1/2NW1/4NW1/4,
SW1/4NW1/4, S1/2
SECTION 22: ALL, except Lot H-1 [2.647 ac] in
NE1/4 and Lot H-1 [2.346 ac] in SE1/4

SCHEDULE "A" CONTINUED

LEGAL DESCRIPTION CONTINUED:
Harvey D. & Andrea L. Sheehan

TOWNSHIP 113 NORTH, RANGE 80 WEST 5th P.M. SULLY CO., SD

- SECTION 23: ALL
SECTION 24: ALL
SECTION 25: ALL
SECTION 26: ALL, except "ER-1 1.46 acres, more or less, conveyed to East River Power Cooperative, Inc. Madison, SD. as shown by Plat recorded Book 4 of Plats, Page 53, and Deed recorded Book 47 of Deeds, Page 94, being part of the NW1/4NW1/4
SECTION 27: ALL, except S1/2SW1/4SW1/4SW1/4
SECTION 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, N1/2S1/2SE1/4SE1/4
SECTION 29: The North 1650 feet of Lots 1 & 2 except the West 600 feet of South 600 feet
SECTION 34: N1/2N1/2NE1/4NW1/4NW1/4, N1/2N1/2NW1/4NE1/4NW1/4, NE1/4NE1/4NE1/4NW1/4
SECTION 35: SW1/4, NW1/4
SECTION 36: ALL

RECEIPT

415302

Division of Water Rights

South Dakota Department of Environment and Natural Resources

Pierre, _____ March 31, 19 97

RECEIVED OF Titlesoff Dakota, Inc., P.O. Box 100, Dupree, SD 57623

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

Fee for Application for Permit No. _____ to Appropriate Water, to construct 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>Water Permit No. 5505-3</u>	2	50
Fee for Filing Extension Request _____		
Fee for _____		

(Any Other Work Provided by Law)	Total	2 50

By John Hatch
Chief Engineer



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

May 28, 1997

Randy Kintz
Stanley County Abstract Office
PO Box 278
Ft Pierre, SD 57532

Dear Mr. Kintz:

Enclosed are your Receipt Nos. 415295, 415296, 415297, 415298, 415299, 415300, 415301 and 415302 in the amount of \$2.50 each. The fees were paid for filing a "Notice of Conditional Assignment of Ownership" with Nos. 1589-3, 1713-3, 1991-3, 3434-3, 4174-3, 4175-3, 5505-3 and 5621-3 (Harvey and Andrea Sheehan).

You submitted the fees and assignment papers to our office on March 31, 1997. Copies of the assignment were placed with the files; however, I didn't realize until today that I had not forwarded the receipts to you. I apologize for the delay in getting them out to you.

If you have any questions, please contact me.

Sincerely,

Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352

encl

Fax Transmission

No. of pages including this one: 7

To: Genny McMath

From: Ted Cybularz

Date: February 14, 2000

If you do not receive all pages or there is any problem, please contact:

LEND LEASE AGRI-BUSINESS, INC.
12747 OLIVE ST. RD. - SUITE 250
P.O. BOX 410379
ST. LOUIS, MO 63141
PHONE - (314) 434-1331
FAX - (314) 434-0261

REMARKS:

CONFIDENTIALITY NOTICE - The information contained in this facsimile transmission is confidential information intended only for the use of individual(s) or entity(ies) named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or taking of any action in reliance on the contents of this transmission is strictly prohibited.



February 14, 2000
VIA FACSIMILE

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3181
www.state.sd.us/denr

Theodore Cybularz, Vice President
Lend Lease Agri-Business
PO Box 410379
St Louis, MO 63141-0379

RE: Harvey & Andrea Sheehan permits

Dear Mr. Cybularz:

I have read of over the "Notice of Conditional Assignment of Ownership" that you faxed to me. All of the permits, with the exception of No. 5621-3, have been incorporated (consolidated) into one water right.

Water Right No. 5505-3, licensed in 1992, authorizes diversion of 149.4 cubic feet of water per second from the Missouri River to irrigate 12,663.2 acres (see attached copy). Any document such as an assignment or transfer need only mention Water Right No. 5505-3.

Water Permit No. 5621-3 authorized an increase in diversion rate to irrigate acreage already covered under No. 5505-3. The increase was not developed and No. 5621-3 was cancelled.

There have been no other changes with Water Right No. 5505-3 since it was last assigned to Equitable.

I hope I have addressed your concerns, if you have further questions, please get in touch with me.

Sincerely,

Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352

genny.mcmath@state.sd.us



Charles W. Prince, ARA
Vice President
Theodore C. Cybularz
Vice President
Brian J. Newcomer
Regional Manager

February 14, 2000

Lend Lease Agri-Business, Inc.
South Central Region
12747 Olive Street Rd.
Suite 250
Post Office Box 410379
St. Louis, MO 63141-0379

Ms. Genny McMath
Department of Environmental
& Natural Resources
Joe Foss Building
523 East Capital
Pierre, SD 57501-3181

Telephone
314 434-1331
Facsimile
314 434-0261

RE: Harvey Sheehan Water Permits

Dear Ms. McMath:

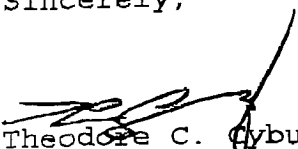
Enclosed is a Notice Of Conditional Assignment Of Ownership that was executed in 1997. Equitable is in the process of refinancing the loan that this assignment secured. We plan to have the Sheehans execute an assignment in conjunction with the new loan and would like to have the assignment approved by your office prior to the closing.

Would you please review the assignment and make any necessary revisions?

Also, please inform us if any of the permit numbers have changed or consolidated and the number of acres and amount of water for each permit.

Thank you for your assistance in this matter.

Sincerely,


Theodore C. Cybularz
Vice President

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

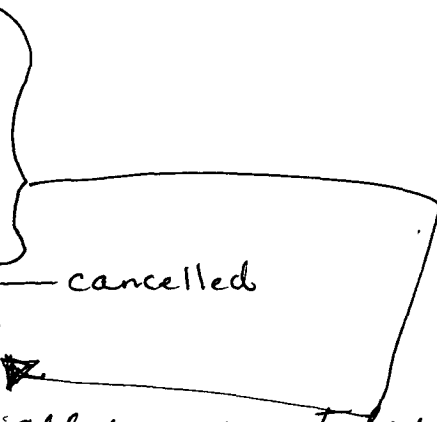
No. _____

TO: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181

DATE: March 7, 1997

Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to The Equitable Life Assurance Society of the United States, Post Office Box 410379, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Schedule "A" attached to this Notice and incorporated herein by reference, including without limitation the following water permits and licenses:

Water Permit No. 1589-3
Water Permit No. 1713-3
Water Permit No. 1991-3
Water Permit No. 3434-3
Water Permit No. 4174-3
Water Permit No. 4175-3
Water Permit No. 5505-3
Water Permit No. 5621-3
Water License No. 5505-3



cancelled

all incorporated into 5505-3

-2-

The security interests granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of \$2,000,000.00, with interest thereon at the initial rate of seven and 65/100 percentum (7.65%) per annum according to the terms of a certain Adjustable Interest Rate Promissory Note, as well as other obligations as provided in the Security Agreement and other loan documents. This security interest and conditional assignment of ownership is in addition to any security interest and conditional assignment of ownership previously made, executed and delivered by Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, to the Lender in connection with an earlier loan by the Lender of the sum of \$5,500,000.00 pursuant to a Promissory Note dated October 9, 1992.

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$2.50 is attached to cover the filing fees as required under SDCL§ 46-2-13.

SCHEDULE "A"

LEGAL DESCRIPTION

Harvey D. & Andrea L. Sheehan

Hughes & Sully Counties, SD.

TOWNSHIP 112 NORTH, RANGE 79 WEST 5th P.M. HUGHES CO., SD

SECTION 5: ALL
SECTION 6: ALL
SECTION 7: ALL
SECTION 8: ALL
SECTION 20: ALL
SECTION 21: S1/2, except Plat of Lots 1 & 2
SECTION 27: NW1/4
SECTION 28: NW1/4 except lot 1 of Gavits
Subdivision; SE1/4

TOWNSHIP 112 NORTH, RANGE 80 WEST 5th P.M. HUGHES CO., SD

SECTION 2: NW1/4 [Lots 3 & 4, & S1/2NW1/4]
SECTION 3: N1/2NE1/4 [Lots 1&2]

TOWNSHIP 113 NORTH, RANGE 79 WEST 5th P.M. SULLY CO., SD

SECTION 11: NW1/4, SW1/4
SECTION 16: SE1/4, SW1/4
SECTION 18: SW1/4, SE1/4
SECTION 19: ALL
SECTION 20: ALL
SECTION 21: ALL
SECTION 22: NE1/4, NW1/4
SECTION 28: ALL
SECTION 29: ALL, including Lots A-1 & A-2
SECTION 30: ALL
SECTION 31: ALL
SECTION 32: ALL
SECTION 33: W1/2

TOWNSHIP 113 NORTH, RANGE 80 WEST 5th P.M. SULLY CO., SD

SECTION 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4,
S1/2SE1/4NW1/4NE1/4, SE1/4SE1/4NE1/4,
N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4,
LOT 3, except North 660 feet thereof;
LOT 4, NE1/4SE1/4, NE1/4SE1/4SW1/4,
N1/2SE1/4SE1/4SW1/4
LOT 8 except South 500 feet of
West 20 acres
SECTION 21: S1/2NE1/4, S1/2NW1/4NW1/4,
SW1/4NW1/4, S1/2
SECTION 22: ALL, except Lot H-1 [2.647 ac] in
NE1/4 and Lot H-1 [2.346 ac] in SE1/4

SCHEDULE "A" CONTINUED

LEGAL DESCRIPTION CONTINUED:
Harvey D. & Andrea L. Sheehan

TOWNSHIP 113 NORTH, RANGE 80 WEST 5th P.M. SULLY CO., SD

SECTION 23: ALL
SECTION 24: ALL
SECTION 25: ALL
SECTION 26: ALL, except "ER-1 1.46 acres, more or less, conveyed to East River Power Cooperative, Inc. Madison, SD. as shown by Plat recorded Book 4 of Plats, Page 53, and Deed recorded Book 47 of Deeds, Page 94, being part of the NW1/4NW1/4
SECTION 27: ALL, except S1/2SW1/4SW1/4SW1/4
SECTION 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, N1/2S1/2SE1/4SE1/4
SECTION 29: The North 1650 feet of Lots 1 & 2 except the West 600 feet of South 600 feet
SECTION 34: N1/2N1/2NE1/4NW1/4NW1/4, N1/2N1/2NW1/4NE1/4NW1/4, NE1/4NE1/4NE1/4NW1/4
SECTION 35: SW1/4, NW1/4
SECTION 36: ALL



Charles W. Prince, ARA
Vice President
Theodore C. Cybularz
Vice President
Brian J. Newcomer
Regional Manager

May 4, 2000

Ms. Genny McMath
Environmental Scientist
Water Rights Program
Department of Environment and Natural Resources
Joe Foss Building
523 East Capitol
Pierre, SD 57501-3181

Lend Lease Agri-Business, Inc.
South Central Region
12747 Olive Street Rd.
Suite 250
Post Office Box 410379
St. Louis, MO 63141-0379

Telephone
314 434-1331
Facsimile
314 434-0261

Re: Loan No. F-221008 -- Sheehan -- Hughes & Sully Counties, SD

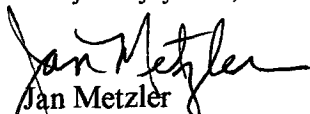
Dear Ms. McMath:

Enclosed for filing please find an executed 'Notice of Conditional Assignment of Ownership' and also our check in the amount of \$2.50 for the filing fee.

After the document has been filed, please return it in the postage-paid envelope I have enclosed for your convenience.

If you should have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,


Jan Metzler
Assistant

Enclosure

(12)

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

TO: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181



DATE: April 27, 2000

Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to The Equitable Life Assurance Society of the United States, Post Office Box 410379, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Schedule "A" attached to this Notice and incorporated herein by reference, including without limitation the following water permits and licenses:

Water Permit No. 5505-3

The security interests granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of \$9,637,500.00, with interest thereon at the initial rate of eight and 25/100 percentum (8.25%) per annum according to the terms of a certain Adjustable Interest Rate Promissory Note, as well as other obligations as provided in the Security Agreement and other loan documents.

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aw

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$2.50 is attached to cover the filing fees as required under SDCL§ 46-2-13.

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF STANLEY)



We, Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, being first duly sworn on oath depose and say that our relationship to the above-described undertaking is that of Owner, that we have read the foregoing statement, and that we know of our own personal knowledge that the information herein stated is true.

Harvey D. Sheehan
Harvey D. Sheehan

Andrea L. Sheehan
Andrea L. Sheehan

Subscribed and sworn to before me

this 27th day of April, 2000

Raymond H. Kintz
Notary Public – South Dakota Raymond H. Kintz
My Commission expires: 10/26/2000



HS
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EXHIBIT 'A'
Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

Section 21: S1/2, except Plat of Lots 1 and 2;

Section 27: NW1/4;

Section 28: NW1/4 except Lot 1 of Gavitts Subdivision; and SE1/4;

Township 112 North, Range 80 West of 5th P.M.

Section 2: Lots 3, 4, and S1/2NW1/4 (ada NW1/4);

Section 3: Lots 1 and 2 (ada N1/2NE1/4);

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 11: W1/2;

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4, SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4, Lot 3 except North 660 feet thereof, Lot 4, NE1/4SE1/4, NE1/4SE1/4SW1/4, N1/2SE1/4SE1/4SW1/4, Lot 8 except South 500 feet of West 20 acres;

Section 21: S1/2NE1/4, S1/2NW1/4NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 (2.647 ac) in NE1/4 and Lot H-1 (2.346 ac) in SE1/4; AND except Mid-Dakota Rural Water System Lot 1 located in the SE1/4, according to the plat thereof recorded in Book 8 of Plats, Page 58.



HS
aw

EXHIBIT 'A'
Legal Description
- Continued -

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 1.46 acres, more or less, conveyed to East River Power Cooperative, Inc., Madison, SD. as shown by Plat recorded in Book 4 of Plats, Page 53, and Deed recorded in Book 47 of Deeds, page 94, being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4;

Section 29: The North 1650 feet of Lots 1 and 2 except the West 600 feet of South 600 feet;

Section 34: N1/2N1/2NE1/4NW1/4NW1/4, N1/2N1/2NW1/4NE1/4NW1/4, NE1/4NE1/4NE1/4NW1/4;

Section 35: W1/2;

Section 36: ALL.



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RECEIPT

Water Rights Program

South Dakota Department of Environment and Natural Resources

N2 416503

Pierre, _____ May 8, 2000

RECEIVED OF Lead Lease AgriBusiness, Inc., 12747 Olive St. Rd., Ste, 250, St. Louis, MO
the following amount in fees for services rendered as provided for by law: 63141-6269

Fee for Application for Permit No. _____ to Appropriate Water, to construct
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 water Permit No. 5505-3

Fee for Filing Extension Request _____

Fee for _____

(Any Other Work Provided by Law)

Total

2 50

2 50

By Harold Erickson
Chief Engineer



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3181
www.state.sd.us/denr

May 9, 2000

5505-3

Jan Metzler
Lend Lease Agri-Business
12747 Olive Street Rd – Suite 250
PO Box 410379
St Louis, MO 63141-0379

Dear Ms. Metzler:

I am writing to acknowledge receipt of the "Notice of Conditional Assignment of Ownership" for Harvey D and Andrea L Sheehan's Water Right No. 5505-3. The conditional assignment has been filed with the water right.

I made a copy for our files of the document you submitted and am returning the original to you. Also enclosed is your Receipt No. 416503 in the amount of \$2.50.

Thank you for your assistance in this matter. If you have any questions, please contact me.

Sincerely,

Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352
email: genny.mcmath@state.sd.us

enclosures



Sharon M. Speak

Loan Closer

Closing Department

Office 12747 Olive Boulevard

Address Suite 350

St. Louis, MO 63141

Postal P.O. Box 411995

Address St. Louis, MO 63141

Tel 314-434-7159 ex. 396

Fax 314-434-1470

sharon.speak@RaboAg.com

December 9, 2004

Department of Environment
And Natuarl Resources
523 E. Capitol
Pierre, SD 57501

RE: Loan 106500-Sheehan, Harvey D.
Water Permit No. 5505-3

Dear Sir or Madam:

Enclosed herein is the check no. 039446 in the amount of \$2.50 for the filing fee in regard to the enclosed Original Notice of Conditional Assignment of Ownership in regard to above referenced Borrower and Water Permit.

Also enclosed please find a copy of the South Dakota Mortgage for your information.

Please have this filed and return to the undersigned in the postage paid addressed envelope.

If you have any questions, please feel free to call the undersigned at the above number. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Sharon M. Speak".

Sharon M. Speak,
Loan Closer

Enclosure

RECEIVED
DEC 13 2004
WATER RIGHTS
PROGRAM

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

**To: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181**

**RECEIVED
DEC 13 2004
WATER RIGHTS
PROGRAM**

Date: November 29, 2004

Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to AXA EQUITABLE LIFE INSURANCE COMPANY, P.O. Box 411995, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Schedule "A" attached to this Notice and incorporated herein by this reference, including without limitation the following water permits and licenses:

Water Permit No. 5505-3

The security interest granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of \$12,000,000.00, with interest thereon at the initial rate of Six and Ten One-Hundredths percent (6.10%) per annum according to the terms of a certain Adjustable Rate Promissory Note, as well as other obligations as provided in the Security Agreement and other loan documents.

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$2.50 is attached to cover the filing fees as required under SDCL § 46-2-13.


HARVEY D. SHEEHAN


ANDREA L. SHEEHAN

STATE OF SOUTH DAKOTA)

) SS.

COUNTY OF STANLEY)

On this 29th day of November, 2004, before me, RANDELL H KINTZ, the undersigned officer, personally appeared Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, known to me or satisfactorily proven to be the person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

CLAUDE H. WITNE
(SEAL)
STATE OF SOUTH D

set my hand and official seal.

Notary Public

RANDALL H KINTZ

Print or Type Name

My commission expires: 9/8/07

Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

Section 21: S1/2, except Plat of Lots 1 and 2;

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2,
and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4,
SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4;

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1
in SE1/4; AND except Mid-Dakota Rural Water System Lot 1
located in the SE1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

HS

as

Township 113 North, Range 80 West of 5th P.M.

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4;

Section 35: W1/2;

Section 36: ALL.

b. Easement, dated October 12, 1977, executed by Ed Nieca, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an Easement for so long as needed. Recorded October 24, 1977 in Book 322, page 355, records of Hughes County, SD.

c. Easement dated October 9, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an easement for so long as needed. Recorded October 24, 1977 in Book 322, page 368, records of Hughes County, SD.

d. Subject to and benefited by EASEMENT dated January 8, 1980, executed by Sully County, South Dakota, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system cross the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways. Recorded January 25, 1980 @ 11:15 A.M. in Book 9 of Q.C.D., pages 375-378, records of Sully County, SD.

e. Subject to and benefited by EASEMENT dated January 24, 1980, executed by Hughes County, SD, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system across the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways.

Recorded January 25, 1980 in Book 342 of Misc., page 71, records of Hughes County, SD.
Assignment of Easements.

Recorded February 4, 1980 @ 11:30 A.M. in Book 9 of Q.C.D., pages 387-392.

f. Subject to and benefited by Easement of Right of Way. (pipeline) given by the Department of the Army to Harvey D. Sheehan.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 379-382, records of Sully County, SD.

ASSIGNED to Sheehan and Schafer Partnership by Assignment.

Recorded February 1, 1980 in Book 24 of Misc., page 61, records of Sully County, SD.

g. Subject to and benefited by LICENSE.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 383-386, records of Sully County, SD.

h. Subject to and benefited by PERMIT.

Recorded January 31, 1980 in book 24 of Misc., pages 53-56, records of Sully County, SD.

HS

as

- i. Successor in interest affirmed by instrument affirming Sheehan and Schafer, a partnership as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.
Recorded February 4, 1980 in Book 24 of Misc., pages 62-67, records of Sully County, SD.
- j. Subject to and benefited by Utility Permit.
Recorded February 1, 1980 in Book 24 of Misc., pages 57-59, records of Sully County, SD.
- k. Easement dated November 5, 1985, given by Sully County, SD, to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway system between Section 23 and Section 26-113-80; term of 1 year.
Recorded November 22, 1985 @ 11:47 A.M. in Book 10 of Q.C.D., pages 375-378, records of Sully County, SD.
- l. (Irrigation Permit) Soil/Water Capatibility Application Form, dated November 28, 1977, executed by Edgar B. Taylor, approved by Gilbert T. Griffith, State Conservation Commission on W1/2 Sec. 33 and Sec. 32-113-75, Sully County, SD and Sec. 5, Sec. 6 and Sec. 7-112-75 Hughes County, SD; Certified as true copy of Irrigation Permit No. 2195.
Recorded September 24, 1985 @ 9:00 A.M. in Book 26 of Misc., pages 184-185, records of Sully County, SD.
- m. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, Approved by Jack M. Fifield, Director, Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant; Certified to be a true copy of Irrigation Permit No. 4118.
Recorded January 17, 1985 @ 8:00 A.M. in Book 25 of Misc., pages 608-609, records of Sully County, SD.
- n. Water Line Easement, granted by Hughes County, South Dakota, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7, adjacent to the N1/2 Section 5, Twp. 112 North, Range 79 West.
Recorded June 19, 1990 @ 1:00 A.M. in Book 412 of Misc., page 754, records of Hughes County, SD.
- o. Easement given by Sully County, SD, given to Harvey D. Sheehan. Star Route A, Box 82, Pierre, SD 57501 for the purpose of excavating for, constructing and laying a water pipeline or canal across the right-of-way of a certain roadway in the County Highway or secondary highway located on Section line between:
Township 113 North, Range 80 West
Section 23: S1/2; and
Section 26: N1/2
Recorded July 18, 1988 @ 8:00 A.M. in Book 10 of Q.C.D., pages 534-535, records of Sully County, SD.

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COPY

This is a certified
copy of the original
document which has
been sent for recordation.

Authorized Signature

Hughes County

PREPARED BY:
JOHN P. MANNING V
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS MO 63141
314-434-7159

Loan No. F-106500

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
12747 OLIVE BOULEVARD, SUITE 350
ST. LOUIS, MISSOURI 63141

**SOUTH DAKOTA MORTGAGE, SECURITY AGREEMENT AND
FINANCING STATEMENT**

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage"), dated as of the 29th day of November, 2004, is made between HARVEY D. SHEEHAN and ANDREA L. SHEEHAN, husband and wife and whose principal residence is 19395 288TH AVE. PIERRE, SD 57501, and all other persons executing this Mortgage, hereinafter called "Mortgagor," and AXA EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, whose address is: 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called "Mortgagee."

WITNESSETH that the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property (the "Real Estate") hereinafter described, to wit:

- I. The following described real property located in Hughes & Sully Counties, South Dakota, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

This mortgage is being executed in duplicate to allow for simultaneous recordings in both Hughes and Sully Counties, State of South Dakota.

- II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above described real

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property or any part thereof reserving, however, unto the Mortgagor the right, prior to any default hereunder, to collect and retain the income accruing under said leases.

- III. All easements, rights-of-way, licenses and permits including without limitation water license no. 5505-3; right of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges belonging to or in any way appertaining to the real property described in Exhibit "A", whether now or in the future; and Corps of Engineers Permit #SD25BOXT1001917 issued 10/25/79; and Corps of Engineers Contract #DACW 45-2-79-6149 issued 9/19/79.

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water and water rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Mortgagee herein); and (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, lift station equipment, electrical equipment, grain bins, grain dryers and grain handling systems, dump sheds, legs, augers, conveyors, loading and unloading systems, stirators, dryer fans, scales, LP tanks, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials,

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inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

TO HAVE AND TO HOLD THE SAME unto the Mortgagee, its successors and assigns, forever as security for the payment to the Mortgagee, at its principal office or at such other place as the holder hereof may from time to time designate in writing, of the principal sum of TWELVE MILLION and 00/100 Dollars (\$12,000,000.00), with interest thereon at the initial rate of Six and Ten One-Hundredths percent (6.10%) per annum according to the terms of a certain adjustable interest rate promissory note (the "Note") in said principal amount bearing even date herewith and executed by:

HARVEY D. SHEEHAN
ANDREA L. SHEEHAN

and providing for the payment thereof, with interest and other appurtenant charges as follows:

\$150,000.00 PRINCIPAL PLUS ACCRUED INTEREST on MAY 1, 2005, and
\$150,000.00 PRINCIPAL PLUS ACCRUED INTEREST on the first day of each
NOVEMBER and MAY thereafter until NOVEMBER 1, 2019 (the "Maturity Date"),
when the entire unpaid balance of the principal and interest shall become due and payable,

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with interest on the unpaid principal balance thereof from the date of the loan disbursement, initially at the rate of Six and Ten One-Hundredths percent (6.10%) per annum, payable on MAY 1, 2005, and SEMI-ANNUALLY ON NOVEMBER 1 AND MAY 1 thereafter, all in lawful money of the United States of America. Interest on the principal amount hereof from the day of disbursement to the first day of the regular installment period immediately following, is payable concurrently with and in addition to said first regular installment, but this provision applies only where the period from the day of disbursement to the first installment due date exceeds the regular installment period.

and finally maturing NOVEMBER 1, 2019, subject to acceleration of maturity on default in the payment of any installment of principal or interest as specified in said note.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property; (c) to keep the Property and improvements on the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) to do any and all acts all in a timely and proper manner, requested by Mortgagee to protect and preserve the security interests granted hereunder, pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the

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Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, in a form satisfactory to Mortgagee, and the payment of the cost of filing such statements in all public offices requested by Mortgagee; and to do any and all acts as shall hereafter be reasonably requested by Mortgagee to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Mortgagee to sell and/or convey the Property pursuant to the terms hereof; (h) in the event Mortgagor shall fail to comply with the provisions of (a) through (g) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (i) not to sell the Real Estate or any portions thereof, or, if the Mortgagor is a corporation not more than 0% of its corporate stock shall be sold, traded or disposed of to persons other than the present owners prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments not permitted by the note) to \$0; (j) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (k) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in the Mortgage; (l) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (m) Mortgagor is lawfully seized of said Real Estate in fee simple, the same is free from liens, security interests, encumbrances and any adverse claims of any kind whatsoever except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (h) above shall be 5% per annum above the contract/adjustable or the highest lawful rate permitted by contract under applicable law, whichever is less.

SECOND. Mortgagor agrees that all of said Collateral which is erected on, affixed or attached to, or located in or on said Real Estate shall be deemed to be real property and a part of said Real Estate. No fixtures or equipment (including watering and irrigation apparatus) shall be removed from said Real Estate without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of free from the security interest hereof such fixtures and equipment as may from time to time become worn out or obsolete, provided that Mortgagor shall, simultaneously with or prior to such removal, replace such removed fixtures or equipment with replacement fixtures or equipment having a value, quality and utility at least equal to the removed fixtures or equipment. All agreements of

Mortgagor herein, and all rights of Mortgagee herein, relating to said Real Estate shall apply to said Collateral whether or not expressly referred to herein. This Mortgage is a financing statement and covers goods included in said Collateral which are or are to become fixtures and is to be recorded in the real estate records. Mortgagor is the record owner of said Real Estate.

THIRD. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the Bankruptcy Code of 1978, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner of any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee, be due and collectible at once by judicial foreclosure proceedings, or by advertisement as provided by statute or the rules of practice relating thereto and in such event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules and any amendatory thereof; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Property is situate. Mortgagee may pursue every legal and equitable remedy available at law and including, without limiting the generality of the foregoing, the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Mortgagee elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Mortgagee at a place designated by Mortgagee and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value, Mortgagee shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Mortgagee may bid and purchase Collateral at public or private sale.

FOURTH. Mortgagor acknowledges that his/her current financial position is an important factor in Mortgagee's decision to advance the funds represented by the aforementioned Note. Mortgagor therefore has agreed, in order to provide assurance to Mortgagee with regard to Mortgagor's financial position, that it shall be an event of default for Mortgagor to allow any lien or encumbrance, other than this Mortgage and the lien for taxes which are not yet due and payable, to be placed on all or any part of the Real Estate and allowed to remain a lien for 30 days.

FIFTH. Mortgagor agrees to install ten (10) (or such other number as Mortgagor and Mortgagee may agree) new center pivot irrigators and related equipment within two (2) years of

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recording of this SOUTH DAKOTA MORTGAGE, SECURITY AGREEMENT AND FINANCING AGREEMENT on the Real Estate described herein and shall execute and record all instruments necessary to grant Mortgagee a first lien on such irrigators and equipment all at Mortgagors sole cost and expense. Failure to complete the actions described above shall, at Mortgagee's sole option, be an event of default under this SOUTH DAKOTA MORTGAGE, SECURITY AGREEMENT AND FINANCING AGREEMENT.

SIXTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

SEVENTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by Mortgagee, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to Mortgagee (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

EIGHTH. Mortgagor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

NINTH. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as

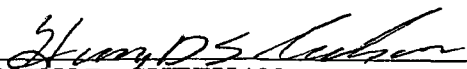
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personal property, and in the event of any default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Mortgagee shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Mortgagee to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee. Mortgagor will, from time to time, within ten (10) days after request by the Mortgagee, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Mortgagee might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Mortgagee in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

TENTH. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located, except and only to the extent the UCC provides otherwise.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.



HARVEY D. SHEEHAN



ANDREA L. SHEEHAN

Mortgagor's Tax Identification number:

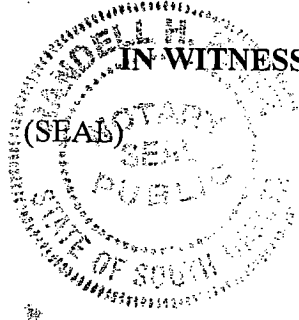
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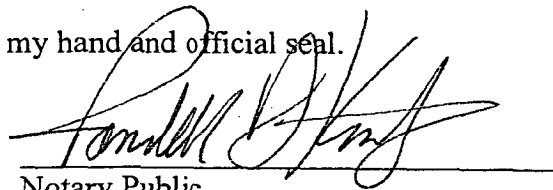
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STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF STANLEY)

On this 29th day of November, 2004, before me, RANDELL H KINTZ, the undersigned officer, personally appeared Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, known to me or satisfactorily proven to be the person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

RANDELL H KINTZ

Print or Type Name

My commission expires: 9/8/07

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Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

Section 21: S1/2, except Plat of Lots 1 and 2;

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2,

and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4,
SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4;

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1
in SE1/4; AND except Mid-Dakota Rural Water System Lot 1
located in the SE1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

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Township 113 North, Range 80 West of 5th P.M.

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4;

Section 35: W1/2;

Section 36: ALL.

b. Easement, dated October 12, 1977, executed by Ed Niece, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an Easement for so long as needed. Recorded October 24, 1977 in Book 322, page 355, records of Hughes County, SD.

c. Easement dated October 9, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an easement for so long as needed. Recorded October 24, 1977 in Book 322, page 368, records of Hughes County, SD.

d. Subject to and benefited by EASEMENT dated January 8, 1980, executed by Sully County, South Dakota, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system cross the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways. Recorded January 25, 1980 @ 11:15 A.M. in Book 9 of Q.C.D., pages 375-378, records of Sully County, SD.

e. Subject to and benefited by EASEMENT dated January 24, 1980, executed by Hughes County, SD, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system across the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways.

Recorded January 25, 1980 in Book 342 of Misc., page 71, records of Hughes County, SD.
Assignment of Easements.

Recorded February 4, 1980 @ 11:30 A.M. in Book 9 of Q.C.D., pages 387-392.

f. Subject to and benefited by Easement of Right of Way. (pipeline) given by the Department of the Army to Harvey D. Sheehan.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 379-382, records of Sully County, SD.

ASSIGNED to Sheehan and Schafer Partnership by Assignment.

Recorded February 1, 1980 in Book 24 of Misc., page 61, records of Sully County, SD.

g. Subject to and benefited by LICENSE.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 383-386, records of Sully County, SD.

h. Subject to and benefited by PERMIT.

Recorded January 31, 1980 in book 24 of Misc., pages 53-56, records of Sully County, SD.

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- i. Successor in interest affirmed by instrument affirming Sheehan and Schafer, a partnership as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.
Recorded February 4, 1980 in Book 24 of Misc., pages 62-67, records of Sully County, SD.
- j. Subject to and benefited by Utility Permit.
Recorded February 1, 1980 in Book 24 of Misc., pages 57-59, records of Sully County, SD.
- k. Easement dated November 5, 1985, given by Sully County, SD, to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway system between Section 23 and Section 26-113-80; term of 1 year.
Recorded November 22, 1985 @ 11:47 A.M. in Book 10 of Q.C.D., pages 375-378, records of Sully County, SD.
- l. (Irrigation Permit) Soil/Water Capatibility Application Form, dated November 28, 1977, executed by Edgar B. Taylor, approved by Gilbert T. Griffith, State Conservation Commission on W1/2 Sec. 33 and Sec. 32-113-75, Sully County, SD and Sec. 5, Sec. 6 and Sec. 7-112-75 Hughes County, SD; Certified as true copy of Irrigation Permit No. 2195.
Recorded September 24, 1985 @ 9:00 A.M. in Book 26 of Misc., pages 184-185, records of Sully County, SD.
- m. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, Approved by Jack M. Fifield, Director, Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant; Certified to be a true copy of Irrigation Permit No. 4118.
Recorded January 17, 1985 @ 8:00 A.M. in Book 25 of Misc., pages 608-609, records of Sully County, SD.
- o. Water Line Easement, granted by Hughes County, South Dakota, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7, adjacent to the N1/2 Section 5, Twp. 112 North, Range 79 West.
Recorded June 19, 1990 @ 1:00 A.M. in Book 412 of Misc., page 754, records of Hughes County, SD.
- u. Easement given by Sully County, SD, given to Harvey D. Sheehan. Star Route A, Box 82, Pierre, SD 57501 for the purpose of excavating for, constructing and laying a water pipeline or canal across the right-of-way of a certain roadway in the County Highway or secondary highway located on Section line between:
Township 113 North, Range 80 West
Section 23: S1/2; and
Section 26: N1/2
Recorded July 18, 1988 @ 8:00 A.M. in Book 10 of Q.C.D., pages 534-535, records of Sully County, SD.

HS

as

Exhibit "B"

Harvey D. Sheehan and Andrea L. Sheehan, whose address is 19395 288th Avenue, Pierre, South Dakota, 57501, herein referred to as the "Debtors", for value received, has granted to AXA EQUITABLE LIFE INSURANCE COMPANY, herein referred to as "Lender", whose address is 12747 Olive Boulevard, Suite 350, St. Louis, Missouri 63141, a security interest pursuant to the Uniform Commercial Code in the following property of Debtors, whether now owned or hereafter acquired, hereinafter referred to as the "Collateral".

All personal property and articles of personal or mixed property of every kind and nature whatsoever, which is now or hereafter located or affixed or attached to or produced from or used in connection with the real property described on Exhibit A, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, lift station equipment, electrical equipment, grain bins, grain dryers and grain handling systems, dump sheds, legs, augers, conveyors, loading and unloading systems, stirators, dryer fans, scales, LP tanks, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed specifically below, all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed specifically below, general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing.

All easements, rights-of-way, licenses and permits including without limitation water license no. 5505-3; right of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges belonging to or in any way appertaining to the real property described in Exhibit "A", whether now or in the future; and Corps of Engineers Permit #SD25BOXT1001917 issued 10/25/79; and Corps of Engineers Contract #DACW 45-2-79-6149 issued 9/19/79.

± Name or Source, Ditch, Priority, etc	Number	Unit	Amt. Water	Acres Irr.	Season Available	Comment
Water Permit #5621-3	194	cfs	87000gpm	12,663	4/1-10/31	composit permit
Water Permit #1589-3	35.65	cfs	16000 gp	2,800	4/1-10/31	
Water Permit #3434-3	164.2	cfs		11,494	season	
Water Permit #1713-3	14.20	cfs		1,000	4/1-10/31	
Water Permit #4174-3	40.4	cfs		2,828	season	
Water Permit #1991-3	7.00	cfs		1,000	five mos	
Water Permit #4175-3	27.21	cfs		1,905	season	
Water Permit #5505-3	7.88	cfs		552	4/1-10/31	

HS

ad

RECEIPT

WATER RIGHTS PROGRAM

South Dakota Department of Environment and Natural Resources

Date December 13, 20 04

RECEIVED OF Rabo Agrifinance Inc., PO Box 411995, St Louis MO 63141

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

Fee for Application for Permit No. _____ to Appropriate Water, to construct and to put water to beneficial use	2	50
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>5505-3</u>		
Fee for _____		
Fee for Issuing New Well Driller's License No. _____ for C.Y. _____		
Fee for Renewal of Well Driller's License No. _____ for C.Y. _____		
Fee for Issuing Well Pump Installer's License No. _____ for C.Y. _____		
Fee for Renewal of Well Pump Installer's License No. _____ for C.Y. _____		
(Any Other Work Provided by Law)	TOTAL	2.50

No. 001802

By

Darlene Erbe
Chief Engineer
gm



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

PMB 2020
JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
www.state.sd.us/denr

March 8, 2005

5505-3

Sharon M Speak
Rabo Agri-Finance
PO Box 411995
St Louis MO 63141

RE: Your Loan # 106500-Sheehan, Harvey D
Water Right No. 5505-3

Dear Ms. Speak:

I am writing to acknowledge receipt of the "Conditional Assignment of Ownership" for Water Right No. 5505-3, Harvey D Sheehan. The assignment was duly filed with the water right, effective December 13, 2004.

Enclosed is your Receipt No. 001509 in the amount of \$2.50. You may keep this for your records.

I apologize for the delay in sending you verification of the filing. If you have any questions, please contact me.

Sincerely,

Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352
email: genny.mcmath@state.sd.us

NOT TO SCALE

1991-3

NOT TO SCALE



NOT TO SCALE

1991

Diversion Point

2850'

(14-62)
J.E.S. Farms

20

(14-62)
J.E.S. Farms

4000'

113-80

NOT TO SCALE

1991-3

160-R

113-80

(16-9)
14-62

(16-2)

160-R Oliver Culbertson

J.E.S. Farms

did not
put on
the sheet

(14-9)
14-62

out

see Sec
21-113-80

206.5

21-113-80

114-62

J.E.S. Farms

did not
put on
the sheet

Elec
See Sec. 21-113-80
10 tower
1634

#6

#6

116.2
Elec
Tower
1251

#3

See Sec. 20-113-80

out
144
tower

10.5
out

out
1.4 out



Sharon M. Speak
Certified Legal Assistant
Closing Department

Office One CityPlace, Suite 200
Address St. Louis, MO 63141
Postal P.O. Box 411995
Address St. Louis, MO 63141
Tel 314-687-4082
Fax 314-687-4432
sharon.speak@RaboAg.com

December 19, 2005

Department of Environment
And Natuarl Resources
523 E. Capitol
Pierre, SD 57501

RECEIVED

JAN - 3 2006

WATER RIGHTS
PROGRAM

RE: Loan 106500-02-Sheehan, Harvey D.
Water Permit No. 5505-3

Dear Sir or Madam:

Enclosed herein is the check no. 040303 in the amount of \$2.50 for the filing fee in regard to the enclosed Original Notice of Conditional Assignment of Ownership in regard to above referenced Borrower and Water Permit.

Also enclosed please find a copy of the South Dakota Mortgage for your information.

Please have this filed and return to the undersigned in the postage paid addressed envelope.

If you have any questions, please feel free to call the undersigned at the above number. Thank you for your cooperation in this matter.

Sincerely,

Sharon M. Speak, CLA
Certified Legal Assistant

Enclosure

RECEIPT

WATER RIGHTS PROGRAM

South Dakota Department of Environment and Natural Resources

Date January 3, 20 06

RECEIVED OF Rabo Agrifinance Inc., PO Box 411995, St Louis MO 63141

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

Fee for Application for Permit No. _____ to Appropriate Water, to construct and to put water to beneficial use	2	50
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>5505-3</u>		
Fee for _____		
Fee for Issuing New Well Driller's License No. _____ for C.Y. _____		
Fee for Renewal of Well Driller's License No _____ for C.Y. _____		
Fee for Issuing Well Pump Installer's License No. _____ for C.Y. _____		
Fee for Renewal of Well Pump Installer's License No. _____ for C.Y. _____		
(Any Other Work Provided by Law)	TOTAL	2.50

No. 002187

By Darland C. Cline
Chief Engineer *gm*

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

**To: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181**

Date:

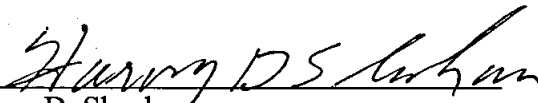
Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to AXA Equitable Life Insurance Company, P.O. Box 411995, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Schedule "A" attached to this Notice and incorporated herein by this reference, including without limitation the following water permits and licenses:

Water Permit No. 5505-3

The security interest granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of \$550,000.00, with interest thereon at the initial rate of Five and Ninety-five One-Hundredths percent (5.95%) per annum according to the terms of a certain Adjustable Rate Promissory Note, as well as other obligations as provided in the Security Agreement and other loan documents.

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$2.50 is attached to cover the filing fees as required under SDCL § 46-2-13.


Harvey D. Sheehan


Andrea L. Sheehan

[illegible]

On this 14th day of December, 2005, before me, RANDELL H KINTZ, the undersigned officer, personally appeared Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, known to me or satisfactorily proven to be the person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Donald Y. King

RANDELL H KINTZ

Notary Public

Print or Type Name

My commission expires: 9/8/07

COPY

is a certified
of the original
document which has
been marked for recording

Hughes

PREPARED BY:
JOHN P. MANNING V
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS MO 63141
314-687-4000

Loan No. F-106500-02/sms

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
ONE CITY PLACE DRIVE, SUITE 200
ST. LOUIS, MISSOURI 63141

**SOUTH DAKOTA MORTGAGE, SECURITY AGREEMENT AND FINANCING
STATEMENT**

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage"), dated as of the 13th day of December, 2005, is made between Harvey D. Sheehan and Andrea L. Sheehan, husband and wife and whose principal residence is 19395 288th Ave., Pierre, SD 57501, and all other persons executing this Mortgage, hereinafter called "Mortgagor," and AXA Equitable Life Insurance Company, a New York corporation, whose address is: 1290 Avenue Of The Americas New York, New York 10104, hereinafter called "Mortgagee."

WITNESSETH that the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property (the "Real Estate") hereinafter described, to wit:

- I. The following described real property located in Hughes & Sully Counties, South Dakota, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

This mortgage is being executed in duplicate to allow for simultaneous recordings in both Hughes and Sully Counties, State of South Dakota.

Initials HS AS

- II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above described real property or any part thereof reserving, however, unto the Mortgagor the right, prior to any default hereunder, to collect and retain the income accruing under said leases.
- III. All easements, rights-of-way, licenses and permits including without limitation water license no. 5505-3; right of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges belonging to or in any way appertaining to the real property described in Exhibit "A", whether now or in the future; and Corps of Engineers Permit #SD25BOXT1001917 issued 10/25/79; and Corps of Engineers Contract #DACW 45-2-79-6149 issued 9/19/79.

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water and water rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Mortgagee herein); and (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, pumping stations, electrical equipment, generators, pipes, center pivot irrigators and sprinklers, windmills, fences, fixtures, fittings, appliances, grain bins, grain dryers, grain handling systems, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without

limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) all bases, allotments and quotas (and all increases therein which may hereafter be granted) now or hereafter assigned or allocated to the Real Estate by the United States Department of Agriculture, or any agency or department thereof (f) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

TO HAVE AND TO HOLD THE SAME unto the Mortgagee, its successors and assigns, forever as security for the payment to the Mortgagee, at its principal office or at such other place as the holder hereof may from time to time designate in writing, of the principal sum of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), with interest thereon at the initial rate of Five and Ninety-Five One Hundredths per centum (5.95%) per annum according to the terms of a certain adjustable interest rate promissory note (the "Note") in said principal amount bearing even date herewith and executed by:

HARVEY D. SHEEHAN
ANDREA L. SHEEHAN

and providing for the payment thereof, with interest and other appurtenant charges as follows:

\$7,000.00 principal plus accrued interest on May 1, 2006, and \$7,000.00 principal plus accrued interest on the first day of each November and May thereafter until November 1, 2020 (the "Maturity Date"), when the entire unpaid balance of the principal and interest shall become due and payable, with interest on the unpaid principal balance thereof from the date of the loan disbursement, initially at the rate of Five and Ninety-Five One Hundredths percent (5.95%) per annum, payable on May 1, 2006, and semi-annually on each November 1 and May 1 thereafter, all in lawful money of the United States of America. Interest on the principal amount hereof from the day of disbursement to the first day of the regular installment period immediately following, is payable concurrently with and in addition to said first regular installment, but this provision applies only where the period from the day of disbursement to the first installment due date exceeds the regular installment period and finally maturing November 1, 2020, subject to acceleration of maturity on default in the payment of any installment of principal or interest as specified in said note.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage or either: (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property (c) to keep the Property and improvements on the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) to do any and all acts all in a timely and proper manner, requested by Mortgagee to protect and preserve the security interests granted hereunder, pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, in a form satisfactory to Mortgagee, and the payment of the cost of filing such statements in all public offices requested by Mortgagee; and to do any and all acts as shall hereafter be reasonably requested by Mortgagee to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Mortgagee to sell and/or convey the Property pursuant to the terms hereof; (h) in the event Mortgagor shall fail to comply with the provisions of (a) through (g) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (i) not to sell the Real Estate or any portions thereof, or, if the Mortgagor is a corporation not more than 0% of its corporate stock shall be sold, traded or disposed of to persons other than the present owners prior

to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments not permitted by the note) to \$0; (j) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (k) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in the Mortgage; (l) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (m) Mortgagor is lawfully seized of said Real Estate in fee simple, the same is free from liens, security interests, encumbrances and any adverse claims of any kind whatsoever except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (h) above shall be 5% per annum above the contract/adjustable or the highest lawful rate permitted by contract under applicable law, whichever is less.

SECOND. Mortgagor agrees that all of said Collateral which is erected on, affixed or attached to, or located in or on said Real Estate shall be deemed to be real property and a part of said Real Estate. No fixtures or equipment (including watering and irrigation apparatus) shall be removed from said Real Estate without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of free from the security interest hereof such fixtures and equipment as may from time to time become worn out or obsolete, provided that Mortgagor shall, simultaneously with or prior to such removal, replace such removed fixtures or equipment with replacement fixtures or equipment having a value, quality and utility at least equal to the removed fixtures or equipment. All agreements of Mortgagor herein, and all rights of Mortgagee herein, relating to said Real Estate shall apply to said Collateral whether or not expressly referred to herein. This Mortgage is a financing statement and covers goods included in said Collateral which are or are to become fixtures and is to be recorded in the real estate records. Mortgagor is the record owner of said Real Estate.

THIRD. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the Bankruptcy Code of 1978, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner of any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee, be due and collectible at once by judicial foreclosure proceedings, or by advertisement as provided by statute or the rules of practice relating thereto and in such event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules and any amendatory thereof; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to

exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Property is situate. Mortgagee may pursue every legal and equitable remedy available at law and including, without limiting the generality of the foregoing, the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Mortgagee elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Mortgagee at a place designated by Mortgagee and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value, Mortgagee shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Mortgagee may bid and purchase Collateral at public or private sale.

FOURTH. Mortgagor acknowledges that his/her current financial position is an important factor in Mortgagee's decision to advance the funds represented by the aforementioned Note. Mortgagor therefore has agreed, in order to provide assurance to Mortgagee with regard to Mortgagor's financial position, that it shall be an event of default for Mortgagor to allow any lien or encumbrance, other than this Mortgage and the lien for taxes which are not yet due and payable, to be placed on all or any part of the Real Estate and allowed to remain a lien for 30 days.

FIFTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

SIXTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by Mortgagee, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to Mortgagee (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental

or health agency concerning Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

SEVENTH. Mortgagor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

EIGHTH. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of any default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Mortgagee shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Mortgagee to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee. Mortgagor will, from time to time, within ten (10) days after request by the Mortgagee, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Mortgagee might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Mortgagee in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

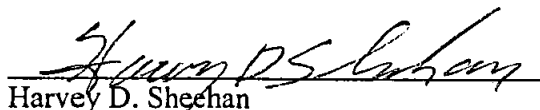
NINTH. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located, except and only to the extent the UCC provides otherwise.

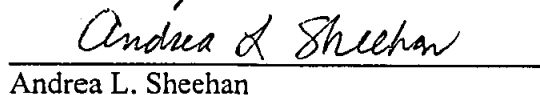
TENTH. This Mortgage is given in connection with one (1) of two (2) loans which Mortgagee has made to Mortgagor. (All of the loans are listed on **Exhibit C**, and are referred to herein individually as a "**Loan**" and collectively as the "**Loans**.") Upon (a) the occurrence of a default under this Mortgage or any of the other documents or instruments relating hereto (the "**Loan Documents**"), or (b) the occurrence of a default under any mortgage or any of the other documents and instruments relating to any other Loan (collectively, the "**Other Loan Documents**"), then in any such event, Mortgagee may declare all of the principal, interest and other sums which may be outstanding under the Note and with respect to the other Loans (collectively, the "**Indebtedness**") to be immediately due and payable without further demand, and Lender may exercise any and all rights

and remedies provided in any of this Mortgage, the Loan Documents, or any Other Loan Document, whether or not Mortgagee exercises its right to accelerate the Indebtedness secured by this Mortgage and the Loan Documents, or the Indebtedness secured to Lender by any of the Other Loan Documents.

If the lien of this Mortgage or any other of the Loan Documents or the Other Loan Documents is invalid or unenforceable as to any parcel of the Total Property, the unsecured or partially secured portion of the Indebtedness secured by this Mortgage, any other of the Loan Documents or any Other Loan Document shall be completely paid prior to the payment of the remaining secured or partially secured portions of such Indebtedness.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.


Harvey D. Sheehan


Andrea L. Sheehan

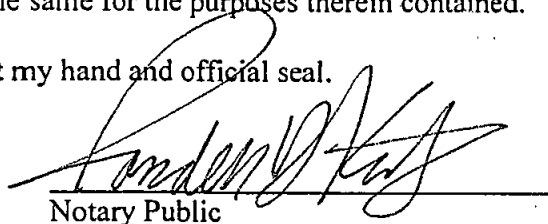
Mortgagor's Tax Identification Number: 504-48-7944

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF STANLEY)

On this 14 day of December, 2005, before me, RANDELL H KINTZ, the undersigned officer, personally appeared Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, known to me or satisfactorily proven to be the person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)


Notary Public

RANDELL H KINTZ
Print or Type Name

My commission expires: 9/8/07

Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

Section 21: S1/2, except Plat of Lots 1 and 2;

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2,

and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4, SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4;

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1

in SE1/4; AND except Mid-Dakota Rural Water System Lot 1 located in the SE1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and

N1/2S1/2SE1/4SE1/4;

Section 35: W1/2;

Section 36: ALL.

b. Easement, dated October 12, 1977, executed by Ed Niaca, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an Easement for so long as needed. Recorded October 24, 1977 in Book 322, page 355, records of Hughes County, SD.

c. Easement dated October 8, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an easement for so long as needed. Recorded October 24, 1977 in Book 322, page 368, records of Hughes County, SD.

d. Subject to and benefited by EASEMENT dated January 8, 1980, executed by Sully County, South Dakota, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system cross the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways. Recorded January 25, 1980 @ 11:15 A.M. in Book 9 of Q.C.D., pages 375-378, records of Sully County, SD.

e. Subject to and benefited by EASEMENT dated January 24, 1980, executed by Hughes County, SD, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system across the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways.

Recorded January 25, 1980 in Book 342 of Misc., page 71, records of Hughes County, SD.

Assignment of Easements.

Recorded February 4, 1980 @ 11:30 A.M. in Book 9 of Q.C.D., pages 387-392.

f. Subject to and benefited by Easement of Right of Way. (pipeline) given by the Department of the Army to Harvey D. Sheehan.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 379-382, records of Sully County, SD.

ASSIGNED to Sheehan and Schafer Partnership by Assignment.

Recorded February 1, 1980 in Book 24 of Misc., page 61, records of Sully County, SD.

g. Subject to and benefited by LICENSE.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 383-388, records of Sully County, SD.

h. Subject to and benefited by PERMIT.

Recorded January 31, 1980 in book 24 of Misc., pages 53-56, records of Sully County, SD.

- i. Successor in interest affirmed by instrument affirming Sheehan and Schafer, a partnership as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.
Recorded February 4, 1980 in Book 24 of Misc., pages 82-87, records of Sully County, SD.
- j. Subject to and benefited by Utility Permit.
Recorded February 1, 1980 in Book 24 of Misc., pages 57-59, records of Sully County, SD.
- k. Easement dated November 5, 1985, given by Sully County, SD, to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway system between Section 23 and Section 26-113-80; term of 1 year.
Recorded November 22, 1985 @ 11:47 A.M. in Book 10 of Q.C.D., pages 375-378, records of Sully County, SD.
- l. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 28, 1977, executed by Edgar B. Taylor, approved by Gilbert T. Griffith, State Conservation Commission on W1/2 Sec. 33 and Sec. 32-113-75, Sully County, SD and Sec. 5, Sec. 8 and Sec. 7-112-75 Hughes County, SD; Certified as true copy of Irrigation Permit No. 2195.
Recorded September 24, 1985 @ 9:00 A.M. in Book 26 of Misc., pages 184-185, records of Sully County, SD.
- m. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, Approved by Jack M. Fifield, Director, Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant; Certified to be a true copy of Irrigation Permit No. 4118.
Recorded January 17, 1985 @ 8:00 A.M. in Book 25 of Misc., pages 608-609, records of Sully County, SD.
- n. Water Line Easement, granted by Hughes County, South Dakota, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7, adjacent to the N1/2 Section 5, Twp. 112 North, Range 79 West.
Recorded June 19, 1990 @ 1:00 A.M. in Book 412 of Misc., page 754, records of Hughes County, SD.
- u. Easement given by Sully County, SD, given to Harvey D. Sheehan. Star Route A, Box 82, Pierre, SD 57501 for the purpose of excavating for, constructing and laying a water pipeline or canal across the right-of-way of a certain roadway in the County Highway or secondary highway located on Section line between:
Township 113 North, Range 80 West
Section 23: S1/2; and
Section 26: N1/2
Recorded July 18, 1988 @ 8:00 A.M. in Book 10 of Q.C.D., pages 534-535, records of Sully County, SD.

Exhibit "B"

All licenses and permits including without limitation water license no. 5505-3; right of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges belonging to or in any way appertaining to the Real Estate described in Exhibit "A", whether now or in the future; and Corps of Engineers Permit #SD25BOXT1001917 issued 10/25/79; and Corps of Engineers Contract #DACW 45-2-79-6149 issued 9/19/79.

at Name or Source, Ditch, Priority, etc.	Number	Unit	Amt. Water	Acres Irr.	Season Available	Comment
Water Permit #5621-3	194	cfs	87000 gpm	12,663	4/1-10/31	composit permit
Water Permit #1589-3	35.65	cfs	16000 gp	2,800	4/1-10/31	
Water Permit #3434-3	164.2	cfs		11,494	season	
Water Permit #1713-3	14.20	cfs		1,000	4/1-10/31	
Water Permit #4174-3	40.4	cfs		2,828	season	
Water Permit #1991-3	7.00	cfs		1,000	five mos	
Water Permit #4175-3	27.21	cfs		1,905	season	
Water Permit #5505-3	7.88	cfs		552	4/1-10/31	

Exhibit "C"

LOANS

- II. Loan in the original principal amount of \$12,000,000.00 made by Mortgagee to Mortgagor evidenced by an Adjustable Interest Rate Promissory Note dated November 29, 2004 and secured by a South Dakota Mortgage, Security Agreement and Financing Statement dated November 29, 2004 and recorded in Book 04, Page 3931 of the Hughes County, South Dakota Records and in Book 91, Page 81 of the Sully County, South Dakota Records.

Loan is further secured by an existing UCC filed 11/29/2004 as Document No. 20043341310113 with South Dakota Secretary of State.

- III. Loan in the original principal amount of \$550,000.00 made by Mortgagee to Mortgagor evidenced by an Adjustable Interest Rate Promissory Note of even date herewith and secured by this Mortgage.



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

PMB 2020
JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
www.state.sd.us/denr

March 10, 2006

5505-3

Sharon M Speak
Rabo AgriFinance Inc
PO Box 411995
St Louis MO 63141

RE: Your Loan No. 106500-02, Sheehan, Harvey D
Water Right No. 5505-3

Dear Ms. Speak:

I am writing to acknowledge the "Conditional Assignment of Ownership" in regard to Water Right No. 5505-3 for Harvey and Andrea Sheehan. The assignment was filed for record on January 3, 2006.

Enclosed is your Receipt No. 002127 in the amount of \$2.50. If I can answer any questions for you, please contact me.

Sincerely,

Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352
email: genny.mcmath@state.sd.us

enclosure

5505-3

RECEIVED

SEP 25 2007

WATER RIGHTS
PROGRAM



**Rabo
AgriFinance**

September 24, 2007

Department of Environment
And Natural Resources
523 E. Capitol
Pierre, SD 57501

Kris Adler
Loan Closing Specialist
Office One CityPlace Drive
Address Suite 200
St. Louis, MO 63141
Tel 314-687-4109
Fax 314-687-4432
kristin.adler@raboag.com

RE: Loan 106702 - Sheehan, Harvey D.
Water Permit No. 5505-3

Dear Sir or Madam:

Enclosed herein is the check no. 041996 in the amount of \$2.50 for the filing fee in regard to the enclosed Original Notice of Conditional Assignment of Ownership in regard to above referenced Borrower and Water Permit.

Also enclosed please find a copy of the South Dakota Mortgage for your information.

Please have the Notice of Conditional Assignment of Ownership filed and return to the undersigned in the postage paid addressed envelope.

If you have any questions, please feel free to call the undersigned at the above number. Thank you for your cooperation in this matter.

Sincerely,

Kris Adler,
Loan Closing Specialist

Enclosures

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

**To: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181**

RECEIVED

**SEP 25 2007
WATER RIGHTS
PROGRAM**

Date: July 12, 2007

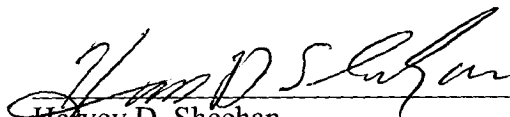
Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to AXA Equitable Life Insurance Company, One CityPlace Dr., Suite 200, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Schedule "A" attached to this Notice and incorporated herein by this reference, including without limitation the following water permits and licenses:

Water Permit No. 5505-3

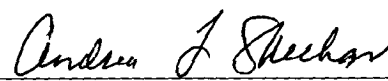
The security interest granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of \$16,500,000.00, with interest thereon at the initial rate of Six and Thirty Hundredths percent (6.30%) per annum according to the terms of a certain Adjustable Rate Promissory Note, as well as other obligations as provided in the Security Agreement and other loan documents.

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$2.50 is attached to cover the filing fees as required under SDCL § 46-2-13.



Harvey D. Sheehan



Andrea L. Sheehan

Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

Section 21: S1/2, except Plat of Lots 1 and 2;

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2,

and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4,

SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4;

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1

in SE1/4; AND except Mid-Dakota Rural Water System Lot 1 located in the SE1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

Exhibit "A"

Township 113 North, Range 80 West of 5th P.M. Legal Description

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4;
Section 35: W1/2;
Section 36: ALL.

b. Easement, dated October 12, 1977, executed by Ed Niece, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an Easement for so long as needed. Recorded October 24, 1977 in Book 322, page 355, records of Hughes County, SD.

c. Easement dated October 9, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an easement for so long as needed. Recorded October 24, 1977 in Book 322, page 388, records of Hughes County, SD.

d. Subject to and benefited by EASEMENT dated January 8, 1980, executed by Sully County, South Dakota, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system cross the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways. Recorded January 25, 1980 @ 11:15 A.M. in Book 9 of Q.C.D., pages 375-378, records of Sully County, SD.

e. Subject to and benefited by EASEMENT dated January 24, 1980, executed by Hughes County, SD, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system across the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways.

Recorded January 25, 1980 in Book 342 of Misc., page 71, records of Hughes County, SD.
Assignment of Easements.

Recorded February 4, 1980 @ 11:30 A.M. in Book 9 of Q.C.D., pages 387-392.

f. Subject to and benefited by Easement of Right of Way. (pipeline) given by the Department of the Army to Harvey D. Sheehan.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 379-382, records of Sully County, SD.

ASSIGNED to Sheehan and Schafer Partnership by Assignment.

Recorded February 1, 1980 in Book 24 of Misc., page 61, records of Sully County, SD.

g. Subject to and benefited by LICENSE.

Recorded January 31, 1980 in Book 9 of Q.C.D., pages 383-386, records of Sully County, SD.

h. Subject to and benefited by PERMIT.

Recorded January 31, 1980 in book 24 of Misc., pages 53-56, records of Sully County, SD.

Exhibit "A"

Legal Description

- i. Successor in interest affirmed by instrument affirming Sheehan and Schafer, a partnership as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.
Recorded February 4, 1980 in Book 24 of Misc., pages 62-67, records of Sully County, SD.
- j. Subject to and benefited by Utility Permit.
Recorded February 1, 1980 in Book 24 of Misc., pages 57-59, records of Sully County, SD.
- k. Easement dated November 5, 1985, given by Sully County, SD, to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway system between Section 23 and Section 28-113-80; term of 1 year.
Recorded November 22, 1985 @ 11:47 A.M. in Book 10 of Q.C.D., pages 375-376, records of Sully County, SD.
- l. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 28, 1977, executed by Edgar B. Taylor, approved by Gilbert T. Griffith, State Conservation Commission on W1/2 Sec. 33 and Sec. 32-113-75, Sully County, SD and Sec. 5, Sec. 6 and Sec. 7-112-75 Hughes County, SD; Certified as true copy of Irrigation Permit No. 2196.
Recorded September 24, 1985 @ 9:00 A.M. in Book 26 of Misc., pages 184-185, records of Sully County, SD.
- m. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, Approved by Jack M. Fifield, Director, Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant; Certified to be a true copy of Irrigation Permit No. 4118.
Recorded January 17, 1985 @ 8:00 A.M. in Book 25 of Misc., pages 608-609, records of Sully County, SD.
- n. Water Line Easement, granted by Hughes County, South Dakota, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7, adjacent to the N1/2 Section 5, Twp. 112 North, Range 79 West.
Recorded June 19, 1990 @ 1:00 A.M. in Book 412 of Misc., page 754, records of Hughes County, SD.
- o. Easement given by Sully County, SD, given to Harvey D. Sheehan, Star Route A, Box 82, Pierre, SD 57501 for the purpose of excavating for, constructing and laying a water pipeline or canal across the right-of-way of a certain roadway in the County Highway or secondary highway located on Section line between:
Township 113 North, Range 80 West
Section 23: S1/2; and
Section 28: N1/2
Recorded July 18, 1988 @ 8:00 A.M. in Book 10 of Q.C.D., pages 534-535, records of Sully County, SD.

COUNTY OF Hughes

On this 17th day of September, 2007, before me, Karen E. Ribbens the undersigned officer, personally appeared Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, known to me or satisfactorily proven to be the person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Karen E. Hubbers
Notary Public

**Karen E. Wibbens
My Commission Expires
March 31, 2009**

Print or Type Name

My commission expires:

Recording info:
7/12/07 @ 2 pm
Book 07
Page 2022
Doc # 3029

[Signature] Hughes

COPY

PREPARED BY:
JOHN P. MANNING V
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS MO 63141
314-687-4000

Loan No. F-106702

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
ONE CITY PLACE DRIVE, SUITE 200
ST. LOUIS, MISSOURI 63141

This mortgage is being executed in duplicate to allow for simultaneous recordings in both Sully and Hughes counties, State of South Dakota.

SOUTH DAKOTA MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage"), dated as of the 12TH day of JULY, 2007, is made between HARVEY D. SHEEHAN and ANDREA L. SHEEHAN, husband and wife, whose principal residence is 19395 288TH AVENUE, PIERRE, SD 57501, and all other persons executing this Mortgage, hereinafter called "Mortgagor," and AXA EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, whose address is: 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called "Mortgagee."

WITNESSETH that the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property (the "Real Estate") hereinafter described, to wit:

- I. The following described real property located in SULLY and HUGHES COUNTIES, SOUTH DAKOTA, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

- II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above described real property or any part thereof reserving, however, unto the Mortgagor the right, prior to any default hereunder, to collect and retain the income accruing under said leases.

Initials

HS AS

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements, hereditaments and appurtenances thereto, including all water and water rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Mortgagee herein); and (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, lift station equipment, electrical equipment, grain bins, grain dryers and grain handling systems, dump sheds, legs, augers, conveyors, loading and unloading systems, stirators, dryer fans, scales, LP tanks, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate, all bases, allotments and quotas (and all increases therein which may hereafter be granted) now or hereafter assigned or allocated to the Real Estate by the United States Department of Agriculture, or any agency or department thereof and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d) accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal

thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

TO HAVE AND TO HOLD THE SAME unto the Mortgagee, its successors and assigns, forever as security for the payment to the Mortgagee, at its principal office or at such other place as the holder hereof may from time to time designate in writing, of the principal sum of SIXTEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,500,000.00), with interest thereon at the initial rate of SIX AND TWENTY HUNDREDTHS per centum (6.20%) per annum according to the terms of a certain adjustable interest rate promissory note (the "Note") in said principal amount bearing even date herewith and executed by:

HARVEY D. SHEEHAN
ANDREA L. SHEEHAN

and providing for the payment thereof, with interest and other appurtenant charges as follows:

\$210,000.00 principal plus accrued interest on NOVEMBER 1, 2007, and \$210,000.00 principal plus accrued interest on the first day of each MAY and NOVEMBER thereafter until MAY 1, 2022 (the "Maturity Date"), when the entire unpaid balance of the principal and interest shall become due and payable, with interest on the unpaid principal balance thereof from the date of the loan disbursement, initially at the rate of SIX AND TWENTY HUNDREDTHS percent (6.20%) per annum, payable on each NOVEMBER 1, 2007, and SEMI-ANNUALLY on MAY 1 and NOVEMBER 1 thereafter, all in lawful money of the United States of America. Interest on the principal amount hereof from the day of disbursement to the first day of the regular installment period immediately following, is payable concurrently with and in addition to said first regular installment, but this provision applies only where the period from the day of disbursement to the first installment due date exceeds the regular installment period.

and finally maturing MAY 1, 2022, subject to acceleration of maturity on default in the payment of any installment of principal or interest as specified in said note.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants

contained in this Mortgage, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage or either: (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property (c) to keep the Property and improvements on the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) to do any and all acts all in a timely and proper manner, requested by Mortgagee to protect and preserve the security interests granted hereunder, pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, in a form satisfactory to Mortgagee, and the payment of the cost of filing such statements in all public offices requested by Mortgagee; and to do any and all acts as shall hereafter be reasonably requested by Mortgagee to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Mortgagee to sell and/or convey the Property pursuant to the terms hereof; (h) in the event Mortgagor shall fail to comply with the provisions of (a) through (g) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (i) not to sell the Real Estate or any portions thereof, or, if the Mortgagor is a corporation not more than 0% of its corporate stock shall be sold, traded or disposed of to persons other than the present owners prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments not permitted by the note) to \$0; (j) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (k) the Mortgagee shall have the right to inspect the Property at such reasonable times

as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in the Mortgage; (l) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (m) Mortgagor is lawfully seized of said Real Estate in fee simple, the same is free from liens, security interests, encumbrances and any adverse claims of any kind whatsoever except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (h) above shall be 5% per annum above the contract/adjustable or the highest lawful rate permitted by contract under applicable law, whichever is less.

SECOND. Mortgagor agrees that all of said Collateral which is erected on, affixed or attached to, or located in or on said Real Estate shall be deemed to be real property and a part of said Real Estate. No fixtures or equipment (including watering and irrigation apparatus) shall be removed from said Real Estate without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of free from the security interest hereof such fixtures and equipment as may from time to time become worn out or obsolete, provided that Mortgagor shall, simultaneously with or prior to such removal, replace such removed fixtures or equipment with replacement fixtures or equipment having a value, quality and utility at least equal to the removed fixtures or equipment. All agreements of Mortgagor herein, and all rights of Mortgagee herein, relating to said Real Estate shall apply to said Collateral whether or not expressly referred to herein. This Mortgage is a financing statement and covers goods included in said Collateral which are or are to become fixtures and is to be recorded in the real estate records. Mortgagor is the record owner of said Real Estate.

THIRD. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the Bankruptcy Code of 1978, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner of any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee, be due and collectible at once by judicial foreclosure proceedings, or by advertisement as provided by statute or the rules of practice relating thereto and in such event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules and any amendatory thereof; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Property is situate. Mortgagee may pursue every legal and equitable remedy available at law and including, without limiting the generality of the foregoing, the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the

right to resell the Collateral at any place Mortgagee elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Mortgagee at a place designated by Mortgagee and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value, Mortgagee shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Mortgagee may bid and purchase Collateral at public or private sale.

FOURTH. Mortgagor acknowledges that his/her current financial position is an important factor in Mortgagee's decision to advance the funds represented by the aforementioned Note. Mortgagor therefore has agreed, in order to provide assurance to Mortgagee with regard to Mortgagor's financial position, that it shall be an event of default for Mortgagor to allow any lien or encumbrance, other than this Mortgage and the lien for taxes which are not yet due and payable, to be placed on all or any part of the Real Estate and allowed to remain a lien for 30 days EXCEPT a lien junior and inferior to this Mortgage may be placed on all or a part of said Real Estate in favor of N/A in a principal amount not to exceed ZERO DOLLARS (\$0) to be placed of record no later than N/A.

FIFTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

SIXTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by Mortgagee, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to Mortgagee (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this

Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

SEVENTH. Mortgagor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

EIGHTH. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of any default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Mortgagee shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Mortgagee to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee. Mortgagor will, from time to time, within ten (10) days after request by the Mortgagee, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Mortgagee might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Mortgagee in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

NINTH. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located, except and only to the extent the UCC provides otherwise.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.


HARVEY D. SHEEHAN

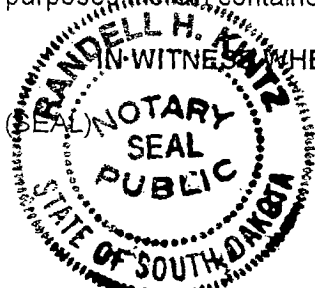

ANDREA L. SHEEHAN

Mortgagor's Tax Identification Number:

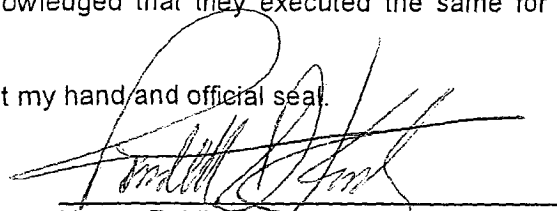
504-48-7944

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF STANLEY)

On this 12 day of July, 2007, before me, RANDELL H KINTZ, the undersigned officer, personally appeared HARVEY D. SHEEHAN and ANDREA L. SHEEHAN, husband and wife, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.



My commission expires: 9/8/07



Notary Public

RANDELL H KINTZ
Print or Type Name

Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

- Section 21: S1/2, except Plat of Lots 1 and 2;

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2,

and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4,
SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4;

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1
in SE1/4; AND except Mid-Dakota Rural Water System Lot 1
located in the SE1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

Exhibit "A"

Township 113 North, Range 80 West of 5th P.M.

Legal Description

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4;

Section 35: W1/2;

Section 38: ALL.

b. Easement, dated October 12, 1977, executed by Ed Niece, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an Easement for so long as needed. Recorded October 24, 1977 in Book 322, page 355, records of Hughes County, SD.

c. Easement dated October 9, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an easement for so long as needed. Recorded October 24, 1977 in Book 322, page 358, records of Hughes County, SD.

d. Subject to and benefited by EASEMENT dated January 8, 1980, executed by Sully County, South Dakota, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system across the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways. Recorded January 25, 1980 @ 11:15 A.M. in Book 9 of Q.C.D., pages 375-378, records of Sully County, SD.

e. Subject to and benefited by EASEMENT dated January 24, 1980, executed by Hughes County, SD, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system across the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways.

Recorded January 25, 1980 in Book 342 of Misc., page 71, records of Hughes County, SD.
Assignment of Easements.

Recorded February 4, 1980 @ 11:30 A.M. in Book 9 of Q.C.D., pages 387-392.

f. Subject to and benefited by Easement of Right of Way, (pipeline) given by the Department of the Army to Harvey D. Sheehan.
Recorded January 31, 1980 in Book 9 of Q.C.D., pages 379-382, records of Sully County, SD.

ASSIGNED to Sheehan and Schaefer Partnership by Assignment.
Recorded February 1, 1980 in Book 24 of Misc., page 61, records of Sully County, SD.

g. Subject to and benefited by LICENSE.
Recorded January 31, 1980 in Book 9 of Q.C.D., pages 383-388, records of Sully County, SD.

h. Subject to and benefited by PERMIT.
Recorded January 31, 1980 in book 24 of Misc., pages 53-58, records of Sully County, SD.

Exhibit "A"

Legal Description

- i. Successor in Interest affirmed by instrument affirming Sheehan and Schafer, a partnership as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.
Recorded February 4, 1980 in Book 24 of Misc., pages 62-67, records of Sully County, SD.
- j. Subject to and benefited by Utility Permit.
Recorded February 1, 1980 in Book 24 of Misc., pages 57-59, records of Sully County, SD.
- k. Easement dated November 5, 1985, given by Sully County, SD, to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway system between Section 23 and Section 26-113-80; term of 1 year.
Recorded November 22, 1985 @ 11:47 A.M. in Book 10 of Q.C.D., pages 375-378, records of Sully County, SD.
- l. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 28, 1977, executed by Edgar E. Taylor, approved by Gilbert T. Griffith, State Conservation Commission on W1/2 Sec. 33 and Sec. 32-113-75, Sully County, SD and Sec. 5, Sec. 6 and Sec. 7-112-75 Hughes County, SD; Certified as true copy of Irrigation Permit No. 2195.
Recorded September 24, 1985 @ 9:00 A.M. in Book 26 of Misc., pages 184-185, records of Sully County, SD.
- m. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, Approved by Jack M. Fifield, Director, Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant; Certified to be a true copy of Irrigation Permit No. 4118.
Recorded January 17, 1985 @ 8:00 A.M. in Book 25 of Misc., pages 608-609, records of Sully County, SD.
- n. Water Line Easement, granted by Hughes County, South Dakota, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7, adjacent to the N1/2 Section 5, Twp. 112 North, Range 79 West.
Recorded June 19, 1990 @ 1:00 A.M. in Book 412 of Misc., page 754, records of Hughes County, SD.
- o. Easement given by Sully County, SD, given to Harvey D. Sheehan, Star Route A, Box 82, Pierre, SD 57501 for the purpose of excavating for, constructing and laying a water pipeline or canal across the right-of-way of a certain roadway in the County Highway or secondary highway located on Section line between:
Township 113 North, Range 80 West
Section 23: S1/2; and
Section 26: N1/2
Recorded July 18, 1988 @ 8:00 A.M. in Book 10 of Q.C.D., pages 534-535, records of Sully County, SD.

EXHIBIT B

Further secured by an existing financing statement filed November 29, 2004 Secretary of State Filing #20043341310113.

All easements, rights-of-way, licenses and permits including without limitation water license no. 5505-3; right of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges belonging to or in any way appertaining to the real property described in Exhibit "A", whether now or in the future; and Corps of Engineers Permit #SD2SBOX1001917 issued 10/25/79; and Corps of Engineers Contract #DACW 45-2-79-6149 issued 9/19/79.

It Name or Source, Ditch, Priority, etc.	Number	Unit	Amt. Water	Acres Irr.	Season Available	Comment
Water Permit #5621-3	194	cfs	87000 gpm	12,663	4/1-10/31	composit permit
Water Permit #1389-3	35.63	cfs	16000 gpm	2,800	4/1-10/31	
Water Permit #3434-3	154.2	cfs		11,494	season	
Water Permit #1713-3	14.20	cfs		1,000	4/1-10/31	
Water Permit #4174-3	40.4	cfs		2,828	season	
Water Permit #1991-3	7.00	cfs		1,000	five mos	
Water Permit #4175-3	27.21	cfs		1,905	season	
Water Permit #3503-3	7.88	cfs		552	4/1-10/31	

SCHEDULE 1

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RECEIPT

WATER RIGHTS PROGRAM

South Dakota Department of Environment and Natural Resources

Date 9/25, 20 07

RECEIVED OF Rabo Agrifinance Inc PO Box 411995 St Louis MO 63141

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

Fee for Application for Permit No. _____ to Appropriate Water, to construct and to put water to beneficial use	2	50
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 _____		
Fee for <u>assignment of 5505-3</u>		
Fee for Issuing New Well Driller's License No. _____ for C.Y. _____		
Fee for Renewal of Well Driller's License No. _____ for C.Y. _____		
Fee for Issuing Well Pump Installer's License No. _____ for C.Y. _____	2	50
Fee for Renewal of Well Pump Installer's License No. _____ for C.Y. _____		
(Any Other Work Provided by Law)	TOTAL	
	2	50

No.

03170

By

Harland Erbe
Chief Engineer

File No. 5505-3

WATER RIGHTS PROGRAM -- FILE DOCUMENTATION

NAME & ADDRESS: Kris Adler, Rabo AgriFinance, St Louis MO

DATE: September 28, 2007

TELEPHONE: 314 687-4109

RE: Conditional Assignment filings

COMMENTS:

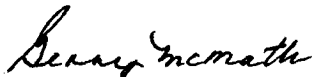
On September 25th, a Conditional Assignment of Ownership was received from Rabo AgriFinance for Water Right No. 5505-3. A review of the file found the conditional assignments seem to be filed every couple years.

I called and spoke with Ms. Adler to discuss the assignments. She indicated that they were basically re-filed every time the mortgage changed and in this last case it was because the dollar amount of the mortgage had either changed or was not mentioned in the previous assignment.

I explained that in SD, whoever has ownership of the land has ownership of the water rights so they would technically not have to continue filing the assignments. She knew that but said that this is just a base they cover for all mortgages.

RECOMMENDED ACTION:

File the paperwork submitted by Rabo AgriFinance with the water right and send them notification that the Assignment has been filed.



Genny McMath
Environmental Scientist



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

PMB 2020
JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
www.state.sd.us/denr

October 1, 2007

5505-3

Kris Adler
Rabo AgriFinance
One CityPlace Dr Suite 200
St Louis, MO 63141

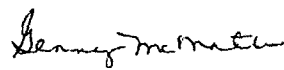
RE: Your Loan No. 106702 – Harvey D Sheehan

Dear Ms. Adler:

I am writing to acknowledge the "Conditional Assignment of Ownership" in regard to Water Right No. 5505-3 for Harvey and Andrea Sheehan. The assignment was filed for record on September 25, 2007.

Enclosed is your Receipt No. 03170 in the amount of \$2.50. If I can answer any questions for you, please contact me.

Sincerely,


Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352
email: genny.mcmath@state.sd.us

enclosure

5505-3



**Rabo
AgriFinance**

RECEIVED

JAN 14 2011

**WATER RIGHTS
PROGRAM**

January 4, 2011

Department of Environment
And Natural Resources
523 E. Capitol
Pierre, SD 57501

Kris Adler
Sr. Loan Closing Specialist
Office 12443 Olive Blvd
Address Suite 50
St. Louis, MO 63141
Tel 314-317-8068
Fax 877-655-9513
kristin.adler@raboag.com

RE: Loan 10140500- Sheehan, Harvey D.
Water Permit No. 5505-3

Dear Sir or Madam:

Enclosed herein is a check in the amount of \$2.50 for the filing fee in regard to the enclosed Original Notice of Conditional Assignment of Ownership in regard to above referenced Borrower and Water Permit.

Also enclosed please find a copy of the South Dakota Mortgage for your information.

Please have the Notice of Conditional Assignment of Ownership filed and return confirmation/receipt to the undersigned in the postage paid addressed envelope.

If you have any questions, please feel free to call the undersigned at the above number. Thank you for your cooperation in this matter.

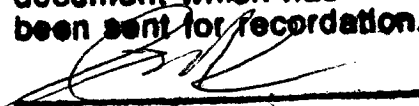
Sincerely,

Kris Adler,
Sr. Loan Closing Specialist

Enclosures

COPY

This is a certified
copy of the original
document which has
been sent for recordation.


Authorized Signature
Doug Cook

PREPARED BY:
JOHN P. MANNING V
RABO AGRIFINANCE, INC.
P.O. BOX 411995
ST. LOUIS MO 63141
314-687-4000

Loan 10140500

RETURN RECORDED DOCUMENT TO
RABO AGRIFINANCE, INC.
12443 OLIVE BLVD., SUITE 50
ST. LOUIS, MO 63141

SOUTH DAKOTA MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE IS EXECUTED IN DUPLICATE FOR SIMULTANEOUS RECORDING IN HUGHES AND SULLY COUNTIES.

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage"), dated as of the 22nd day of DECEMBER, 2010, is made between HARVEY D. SHEEHAN and ANDREA L. SHEEHAN, husband and wife, whose principal residence is 19395 288TH AVENUE, PIERRE, SD 57501, and all other persons executing this Mortgage, hereinafter called "Mortgagor," and AXA EQUITABLE LIFE INSURANCE COMPANY, a NEW YORK corporation, whose address is: TWELFTH FLOOR, 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, hereinafter called "Mortgagee."

WITNESSETH that the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property (the "Real Estate") hereinafter described, to wit:

- I. The following described real property located in SULLY and HUGHES COUNTY, SOUTH DAKOTA, to wit:

See attached Exhibit "A", which is incorporated herein by reference.

- II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above described real property or any part thereof reserving, however, unto the Mortgagor the right, prior to any default hereunder, to collect and retain the income accruing under said leases.

TOGETHER WITH (1) all easements, rights-of-way and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all tenements,

Initials HS as

hereditaments and appurtenances thereto, including all water and water rights appertaining thereto; (3) Mortgagor's interest as lessor in all leases affecting said Real Estate; (4) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all the rents, issues and profits which, whether before or after foreclosure or during the full period of redemption, shall accrue and be owing for the use or occupation of the property and of the buildings, fixtures and improvements thereon, or any part thereof. For this purpose, the Mortgagor irrevocably appoints Mortgagee as its true and lawful attorney-in-fact, coupled with an interest, in its name, to receive, collect and receipt for all sums due and owing for the use and occupations as the same may accrue. All rents, issues and other profits collected by the Mortgagee shall first be applied to the cost of collection and other expenses, including reasonable attorney's fees and other costs and actual disbursements, and then to the secured obligations, with the remainder, if any, paid to the Mortgagor. The Mortgagee is authorized but not obligated to pay and discharge the secured obligations including accelerated indebtedness, if any, in such order as the Mortgagee may determine, whether due or not, or any part thereof. So long as there shall exist no default under the Mortgage, the Mortgagor shall have the right to collect and receive all such rents, issues and profits as they accrue. The Mortgagee shall be liable to account only for those rents, issues and profits actually received; and (6) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to said Real Estate, which Mortgagor now has or may hereafter acquire in said Real Estate, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Mortgagee, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including but not limited to: All personal property described in Exhibit "B" attached hereto and made a part hereof and articles of personal or mixed property of every kind and nature whatsoever, including, without limitation, all (a) goods, including without limitation, equipment and machinery (excluding, however, automobiles, trucks, tractors, trailers, wheeled vehicles, planting and tillage equipment), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, lift station equipment, electrical equipment, grain bins, grain dryers and grain handling systems, dump sheds, legs, augers, conveyors, loading and unloading systems, stirators, dryer fans, scales, LP tanks, windmills, fences, fixtures, fittings, appliances, farm products, crops growing or to be grown, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, inventory and work in process; (b) all water stock and water rights and, to the extent listed on the attached Exhibit "B", all investment property, including without limitation, certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts; (c) all permits and licenses used in the operation of the Real Estate and, to the extent listed on the attached Exhibit "B", general intangibles, including without limitation payment intangibles and software; (d)

HS as

accounts, including without limitation all of Mortgagor's right to any payment arising out of the sale, lease or license of all kinds of tangible and intangible personal property, contract rights, general intangibles, instruments, documents, chattel paper, accounts receivable, deposits, fees, charges and other payments, income and cash receipts that are otherwise described in this paragraph; (e) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, wherever located, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "Collateral"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "Property"). PROVIDED HOWEVER, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Mortgagee.

TO HAVE AND TO HOLD THE SAME unto the Mortgagee, its successors and assigns, forever as security for the payment to the Mortgagee, at its principal office or at such other place as the holder hereof may from time to time designate in writing, of the principal sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS DOLLARS (\$3,500,000.00), with interest thereon at the initial rate of FIVE AND THIRTY HUNDREDTHS per centum (5.30%) per annum according to the terms of a certain adjustable interest rate promissory note (the "Note") in said principal amount bearing even date herewith and executed by:

HARVEY D. SHEEHAN
ANDREA L. SHEEHAN

and providing for the payment thereof, with interest and other appurtenant charges as follows:

\$55,000.00 principal plus accrued interest on MAY 1, 2011, and \$55,000.00 principal plus accrued interest on the first day of each NOVEMBER and MAY thereafter until MAY 1, 2026 (the "Maturity Date"), when the entire unpaid balance of the principal and interest shall become due and payable, with interest on the unpaid principal balance thereof from the date of the loan disbursement, initially at the rate of FIVE AND THIRTY HUNDREDTHS percent (5.30%) per annum, payable on MAY 1, 2011, and SEMI-ANNUALLY ON each NOVEMBER 1 and MAY 1 thereafter, all in lawful money of the United States of America. Interest on the principal amount hereof from the day of disbursement to the first day of the regular installment period immediately following, is payable concurrently with and in addition to said first regular installment, but this provision applies only where the period from the day of disbursement to the first installment due date exceeds the regular installment period.

and finally maturing MAY 1, 2026, subject to acceleration of maturity on default in the payment

of any installment of principal or interest as specified in said Note.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property; (c) to keep the Property and improvements on the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Mortgagee may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) to do any and all acts all in a timely and proper manner, requested by Mortgagee to protect and preserve the security interests granted hereunder, pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, in a form satisfactory to Mortgagee, and the payment of the cost of filing such statements in all public offices requested by Mortgagee; and to do any and all acts as shall hereafter be reasonably requested by Mortgagee to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Mortgagee to sell and/or convey the Property pursuant to the terms hereof; (h) in the event Mortgagor shall fail to comply with the provisions of (a) through (g) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (i) not to sell the Real Estate or any portions thereof, or, if the Mortgagor is a corporation not more than 0.00% of its corporate

stock shall be sold, traded or disposed of to persons other than the present owners prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments not permitted by the note) to \$0.00; (j) if the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (k) the Mortgagee shall have the right to inspect the Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in the Mortgage; (l) the Mortgagee may release from the lien hereof any part of the above described Property without requiring any consideration therefor, and (m) Mortgagor is lawfully seized of said Real Estate in fee simple, the same is free from liens, security interests, encumbrances and any adverse claims of any kind whatsoever except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Real Estate and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in subsection (h) above shall be 5% per annum above the contract/adjustable or the highest lawful rate permitted by contract under applicable law, whichever is less.

SECOND. Mortgagor agrees that all of said Collateral which is erected on, affixed or attached to, or located in or on said Real Estate shall be deemed to be real property and a part of said Real Estate. No fixtures or equipment (including watering and irrigation apparatus) shall be removed from said Real Estate without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of free from the security interest hereof such fixtures and equipment as may from time to time become worn out or obsolete, provided that Mortgagor shall, simultaneously with or prior to such removal, replace such removed fixtures or equipment with replacement fixtures or equipment having a value, quality and utility at least equal to the removed fixtures or equipment. All agreements of Mortgagor herein, and all rights of Mortgagee herein, relating to said Real Estate shall apply to said Collateral whether or not expressly referred to herein. This Mortgage is a financing statement and covers goods included in said Collateral which are or are to become fixtures and is to be recorded in the real estate records. Mortgagor is the record owner of said Real Estate.

THIRD. If the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the Bankruptcy Code of 1978, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner of any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee, be due and collectible at once by judicial foreclosure proceedings, or by advertisement as provided by statute or the rules of practice relating thereto and in such event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules and any

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amendatory thereof. The Mortgagee shall be entitled, upon action for foreclosure or at any time prior to the expiration of any period of redemption following judicial sale, in the case of abandonment or for cause shown, to have a Receiver appointed by the Court. The Receiver shall have the power to enter upon, take possession of and manage the property, and to conduct the business thereof or lease the same to others and maintain, restore, insure and keep insured buildings, structures, improvements and fixtures, and to collect the rents, issues and profits of the property including those past due. All rents, issues and other profits collected by the Receiver shall be first applied to the payment of the cost of management of the property and other expenses, including but not limited to, Receiver's fees, premiums or Receiver's bonds, reasonable attorney's fees and other costs and actual disbursements, and then to the secured obligations in the order determined by Mortgagee. The Receiver shall be liable to account only for those rents, issues and profits actually received. In addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Property is situate. Mortgagee may pursue every legal and equitable remedy available at law and including, without limiting the generality of the foregoing, the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Mortgagee elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Mortgagee at a place designated by Mortgagee and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value, Mortgagee shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Mortgagee may bid and purchase Collateral at public or private sale.

FOURTH. Mortgagor acknowledges that his/her current financial position is an important factor in Mortgagee's decision to advance the funds represented by the aforementioned Note. Mortgagor therefore has agreed, in order to provide assurance to Mortgagee with regard to Mortgagor's financial position, that it shall be an event of default for Mortgagor to allow any lien or encumbrance, other than this Mortgage and the lien for taxes which are not yet due and payable, to be placed on all or any part of the Real Estate and allowed to remain a lien for 30 days EXCEPT a lien junior and inferior to this Mortgage may be placed on all or a part of said Real Estate in favor of N/A in a principal amount not to exceed ZERO DOLLARS (\$0) to be placed of record no later than N/A.

FIFTH. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

SIXTH. Mortgagor shall not suffer any waste of the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Mortgagee and hold Mortgagee harmless against any loss, damage, or liability suffered by Mortgagee, including but not limited to attorney's fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to Mortgagee (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning Mortgagor's operations upon the Real Estate; and (ii) copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

SEVENTH. Mortgagor, its successors and assigns and each of them, represent and warrant that the Property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

EIGHTH. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of any default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Mortgagee shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Mortgagee to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Mortgagee. Mortgagor will, from time to time, within ten (10) days after request by the Mortgagee, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Mortgagee might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the priority of this Mortgage and will, on demand, pay any expenses incurred by the Mortgagee in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

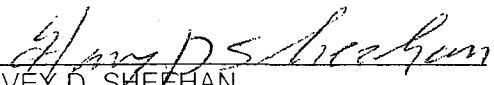
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NINTH. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located, except and only to the extent the UCC provides otherwise.

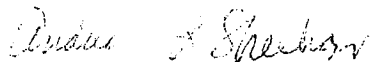
TENTH. This Mortgage is given in connection with a modification of an existing Mortgage dated July 12, 2007 and recorded in the Office of the Register of Deeds of Sully County in Book 96 of Mortgages at pages 577-589 and in the Office of the Register of Deeds of Hughes County in Book 7 at page 2022 (the "**Other Loan**") (both the loan made on the date of this Mortgage and the Other Loan are referred to herein individually as a "**Loan**" and collectively as the "**Loans**"). Upon (a) the occurrence of a default under this Mortgage or any of the other documents or instruments relating hereto (the "**Loan Documents**"), or (b) the occurrence of a default under any mortgage or any of the other documents and instruments relating to the Other Loan (collectively, the "**Other Loan Documents**"), then in any such event, Mortgagee may declare all of the principal, interest and other sums which may be outstanding under the Promissory Note and with respect to the Other Loan (collectively, the "**Indebtedness**") to be immediately due and payable without further demand, and Mortgagee may exercise any and all rights and remedies provided in any of this Mortgage, the Loan Documents, or any Other Loan Document, whether or not Mortgagee exercises its right to accelerate the Indebtedness secured by this Mortgage and the Loan Documents, or the Indebtedness secured to Mortgagee by any of the Other Loan Documents.

ELEVENTH. Mortgagor shall provide financial statements to Mortgagee in form satisfactory to Mortgagee annually on or before the 1st day of May and immediately upon demand.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.


HARVEY D. SHEEHAN

Mortgagor's Tax Identification Number:
504-48-7944


ANDREA L. SHEEHAN

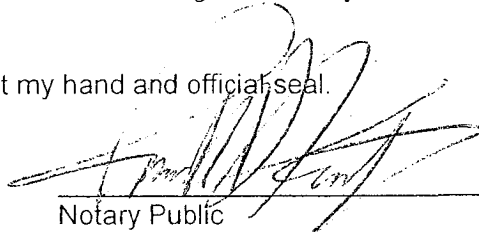
Mortgagor's Tax Identification Number:
503-56-3387

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF STANLEY)

On this 22 day of December, 2010, before me, RANDELL H KINTZ,
the undersigned officer, personally appeared HARVEY D. SHEEHAN and ANDREA L.
SHEEHAN, husband and wife, known to me or satisfactorily proven to be the person whose
names are subscribed to the within instrument and acknowledged that they executed the same
for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

RANDELL H KINTZ

Print or Type Name

My commission expires: 9/8/13

Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

Section 21: S1/2, except Plat of Lots 1 and 2;

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2;

and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4,

SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4;

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1

in SE1/4; AND except Mid-Dakota Rural Water System Lot 1

located in the SE1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

Exhibit "A" Continued

Township 113 North, Range 80 West of 5th P.M.

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4;

Section 35: W1/2;

Section 36: ALL.

b. Easement, dated October 12, 1977, executed by Ed Niece, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an Easement for so long as needed. Recorded October 24, 1977 in Book 322, page 355, records of Hughes County, SD.

c. Easement dated October 9, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an easement for so long as needed. Recorded October 24, 1977 in Book 322, page 388, records of Hughes County, SD.

d. Subject to and benefited by EASEMENT dated January 8, 1980, executed by Sully County, South Dakota, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system cross the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways. Recorded January 25, 1980 @ 11:15 A.M. in Book 9 of Q.C.D., pages 375-378, records of Sully County, SD.

e. Subject to and benefited by EASEMENT dated January 24, 1980, executed by Hughes County, SD, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system across the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways.

Recorded January 25, 1980 in Book 342 of Misc., page 71, records of Hughes County, SD.
Assignment of Easements.
Recorded February 4, 1980 @ 11:30 A.M. in Book 9 of Q.C.D., pages 387-392.

f. Subject to and benefited by Easement of Right of Way. (pipeline) given by the Department of the Army to Harvey D. Sheehan.
Recorded January 31, 1980 in Book 9 of Q.C.D., pages 379-382, records of Sully County, SD.

ASSIGNED to Sheehan and Schafer Partnership by Assignment.
Recorded February 1, 1980 in Book 24 of Misc., page 61, records of Sully County, SD.

g. Subject to and benefited by LICENSE.
Recorded January 31, 1980 in Book 9 of Q.C.D., pages 383-386, records of Sully County, SD.

h. Subject to and benefited by PERMIT.
Recorded January 31, 1980 in book 24 of Misc., pages 53-58, records of Sully County, SD.

MS 000

Exhibit "A" Continued

- i. Successor in Interest affirmed by instrument affirming Sheehan and Schafer, a partnership as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.
Recorded February 4, 1980 in Book 24 of Misc., pages 62-67, records of Sully County, SD.
- j. Subject to and benefited by Utility Permit.
Recorded February 1, 1980 in Book 24 of Misc., pages 57-59, records of Sully County, SD.
- k. Easement dated November 5, 1985, given by Sully County, SD, to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway system between Section 23 and Section 26-113-80; term of 1 year.
Recorded November 22, 1985 @ 11:47 A.M. in Book 10 of Q.C.D., pages 375-376, records of Sully County, SD.
- l. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 28, 1977, executed by Edgar B. Taylor, approved by Gilbert T. Griffith, State Conservation Commission on W1/2 Sec. 33 and Sec. 32-113-75, Sully County, SD and Sec. 5, Sec. 6 and Sec. 7-112-75 Hughes County, SD; Certified as true copy of Irrigation Permit No. 2195.
Recorded September 24, 1985 @ 9:00 A.M. in Book 26 of Misc., pages 184-185, records of Sully County, SD.
- m. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, Approved by Jack M. Fifield, Director, Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant; Certified to be a true copy of Irrigation Permit No. 4118.
Recorded January 17, 1985 @ 8:00 A.M. in Book 25 of Misc., pages 608-609, records of Sully County, SD.
- n. Water Line Easement, granted by Hughes County, South Dakota, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7, adjacent to the N1/2 Section 5, Twp. 112 North, Range 79 West.
Recorded June 19, 1990 @ 1:00 A.M. in Book 412 of Misc., page 754, records of Hughes County, SD.
- u. Easement given by Sully County, SD, given to Harvey D. Sheehan, Star Route A, Box 82, Pierre, SD 57501 for the purpose of excavating for, constructing and laying a water pipeline or canal across the right-of-way of a certain roadway in the County Highway or secondary highway located on Section line between:
Township 113 North, Range 80 West
Section 23: S1/2; and
Section 26: N1/2
Recorded July 18, 1988 @ 8:00 A.M. in Book 10 of Q.C.D., pages 534-535, records of Sully County, SD.

Exhibit "B"

Further secured by an existing financing statement filed November 29, 2004 Secretary of State Filing #20043341310113.

All easements, rights-of-way, licenses and permits including without limitation water license no. 5505-3; right of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges belonging to or in any way appertaining to the real property described in Exhibit "A", whether now or in the future; and Corps of Engineers Permit #SD2SBOX1001917 issued 10/25/79; and Corps of Engineers Contract #DACW 45-2-79-6149 issued 9/19/79.

# Name or Source, Ditch, Priority, etc.	Number	Unit	Amt. Water	Acres Irr.	Season Available	Comment
Water Permit #5621-3	194	cfs	87000 gpm	12,663	4/1-10/31	composit permit
Water Permit #1589-3	35.65	cfs	16000 gp	2,800	4/1-10/31	
Water Permit #3434-3	164.2	cfs		11,494	season	
Water Permit #1713-3	14.20	cfs		1,000	4/1-10/31	
Water Permit #4174-3	40.4	cfs		2,828	season	
Water Permit #1991-3	7.00	cfs		1,000	five mos	
Water Permit #4175-3	27.21	cfs		1,905	season	
Water Permit #5505-3	7.88	cfs		552	4/1-10/31	

JAN 14 2011

WATER RIGHTS
PROGRAM

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

To: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181

Date: December 22, 2010

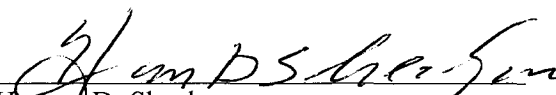
Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to AXA Equitable Life Insurance Company, 12443 Olive Blvd, Suite 50, St. Louis, Missouri 63141 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Exhibit "A" attached to this Notice and incorporated herein by this reference, including without limitation the following water permits and licenses:

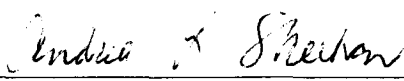
Water Permit No. 5505-3

The security interest granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00), with interest thereon at the initial rate of Five and Thirty Hundredths percent (5.30%) per annum according to the terms of a certain Adjustable Rate Promissory Note, as well as other obligations as provided in the Mortgage and other loan documents securing said Promissory Note.

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$2.50 is attached to cover the filing fees as required under SDCL § 46-2-13.


Harvey D. Sheehan

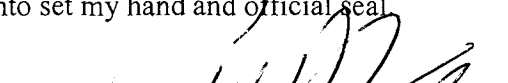

Andrea L. Sheehan

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF STANLEY)

On this 22 day of December, 2010, before me, Randell H Kintz, the undersigned officer, personally appeared Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, known to me or satisfactorily proven to be the person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

to set my hand and official seal



Notary Public

Notary Public

RANDALL H KINTZ

Print or Type Name

My commission expires: 9/8/13

Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL;

Section 6: ALL;

Section 7: ALL;

Section 8: ALL;

Section 20: ALL;

Section 21: S1/2, except Plat of Lots 1 and 2;

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2;

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2);

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 20: ALL;

Section 21: ALL;

Section 22: N1/2;

Section 28: ALL;

Section 29: ALL, including Lots A-1 and A-2,

and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4;

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All);

Section 32: ALL;

Section 33: W1/2;

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4,

SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4;

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4 and S1/2;

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1

in SE1/4; AND except Mid-Dakota Rural Water System Lot 1 located in the SE1/4;

Township 113 North, Range 80 West of 5th P.M.

Section 23: ALL;

Section 24: ALL;

Section 25: ALL;

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4;

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4;

Exhibit "A"

Township 113 North, Range 80 West of 5th P.M. Legal Description

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4;
Section 35: W1/2;
Section 36: ALL.

b. Easement, dated October 12, 1977, executed by Ed Niece, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an Easement for so long as needed. Recorded October 24, 1977 in Book 322, page 355, records of Hughes County, SD.

c. Easement dated October 9, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, a body politic, Hughes County, South Dakota, GIVES AND GRANTS an easement for so long as needed. Recorded October 24, 1977 in Book 322, page 368, records of Hughes County, SD.

d. Subject to and benefited by EASEMENT dated January 8, 1980, executed by Sully County, South Dakota, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way, and operate a sprinkler irrigation system cross the right-of-way, of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways. Recorded January 25, 1980 @ 11:15 A.M. in Book 9 of Q.C.D., pages 375-378, records of Sully County, SD.

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ASSIGNED to Sheehan and Schafer Partnership by Assignment.
Recorded February 1, 1980 in Book 24 of Misc., page 61, records of Sully County, SD.

g. Subject to and benefited by LICENSE.
Recorded January 31, 1980 in Book 9 of Q.C.D., pages 383-386, records of Sully County, SD.

h. Subject to and benefited by PERMIT.
Recorded January 31, 1980 in book 24 of Misc., pages 53-56, records of Sully County, SD.

Exhibit "A"

Legal Description

i. Successor in interest affirmed by instrument affirming Sheehan and Schafer, a partnership as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.
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j. Subject to and benefited by Utility Permit.
Recorded February 1, 1980 in Book 24 of Misc., pages 57-59, records of Sully County, SD.

k. Easement dated November 5, 1985, given by Sully County, SD, to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway system between Section 23 and Section 26-113-80; term of 1 year.
Recorded November 22, 1985 @ 11:47 A.M. in Book 10 of Q.C.D., pages 375-376, records of Sully County, SD.

l. (Irrigation Permit) Soil/Water Capatibility Application Form, dated November 28, 1977, executed by Edgar B. Taylor, approved by Gilbert T. Griffith, State Conservation Commission on W1/2 Sec. 33 and Sec. 32-113-75, Sully County, SD and Sec. 5, Sec. 6 and Sec. 7-112-75 Hughes County, SD; Certified as true copy of Irrigation Permit No. 2186.
Recorded September 24, 1985 @ 9:00 A.M. in Book 26 of Misc., pages 184-185, records of Sully County, SD.

m. (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, Approved by Jack M. Fifield, Director, Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant; Certified to be a true copy of Irrigation Permit No. 4118.
Recorded January 17, 1985 @ 8:00 A.M. in Book 25 of Misc., pages 608-609, records of Sully County, SD.

n. Water Line Easement, granted by Hughes County, South Dakota, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7, adjacent to the N1/2 Section 5, Twp. 112 North, Range 79 West.
Recorded June 19, 1990 @ 1:00 A.M. in Book 412 of Misc., page 754, records of Hughes County, SD.

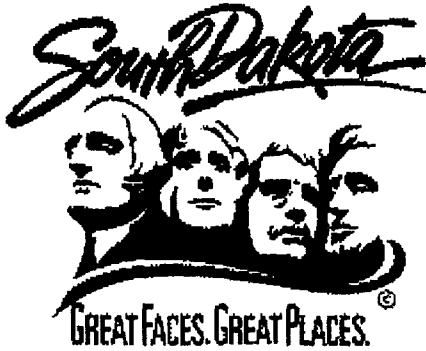
o. Easement given by Sully County, SD, given to Harvey D. Sheehan. Star Route A, Box 82, Pierre, SD 57501 for the purpose of excavating for, constructing and laying a water pipeline or canal across the right-of-way of a certain roadway in the County Highway or secondary highway located on Section line between:

Township 113 North, Range 80 West

Section 23: S1/2; and

Section 28: N1/2

Recorded July 18, 1988 @ 8:00 A.M. in Book 10 of Q.C.D., pages 534-535, records of Sully County, SD.



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
PMB 2020
523 EAST CAPITOL
PIERRE SOUTH DAKOTA 57501-3182
www.state.sd.us/denr

January 18, 2011

5505-3

Kris Adler
Rabo Agrifinance Inc
PO Box 411995
St Louis MO 63141 1995

RE: Water Right No. 5505-3, Harvey D Sheehan

Dear Ms. Adler:

We have received the paperwork for the Conditional Assignment of Ownership for Water Right No. 5505-3.

The \$2.50 fee submitted with the assignment is being returned to you. Our filing fees went up as of July 1, 2009. The amount needed for transfers and/or assignments is now \$50.00. Please send in a check or money order for \$50.00 made payable to the Water Rights Program.

Thank you in advance for your help.

Sincerely,

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

Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352
email: genny.mcmath@state.sd.us

enclosure: Rabo Agrifinance Check # 045712

RECEIPT

WATER RIGHTS PROGRAM

South Dakota Department of Environment and Natural Resources

Date 1/26, 2011

RECEIVED OF RABO Agrifinance Inc PO Box 41195 St. Louis MO 63141

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

Fee for Application for Permit No. _____ to Appropriate Water, to construct and to put water to beneficial use	50 00	
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>5505-3</u>		
Fee for _____		
Fee for Issuing New Well Driller's License No. _____ for C.Y. _____		
Fee for Renewal of Well Driller's License No _____ for C.Y. _____		
Fee for Issuing Well Pump Installer's License No. _____ for C.Y. _____	50 00	
Fee for Renewal of Well Pump Installer's License No. _____ for C.Y. _____		
(Any Other Work Provided by Law)	TOTAL	50 00

No. **04883**

By Michael Erbe
Chief Engineer



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
PMB 2020
523 EAST CAPITOL
PIERRE SOUTH DAKOTA 57501-3182
www.state.sd.us/denr

January 27, 2011

5505-3

Kris Adler
Rabo Agrifinance Inc
PO Box 411995
St Louis MO 63141 1995

RE: Water Right No. 5505-3, Harvey D and Andrea L Sheehan

Dear Ms. Adler:

The Conditional Assignment of Ownership for Water Right No. 5505-3 has been filed for record.

Enclosed for your records is Receipt No. 04883 in the amount of \$50.00 which you paid for filing the assignment.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Genny McMath".

Genny McMath
Environmental Scientist
Water Rights Program
(605) 773-3352
email: genny.mcmath@state.sd.us

enclosure

RECEIVED

JUL - 5 2013

WATER RIGHTS
PROGRAM

NOTICE OF CONDITIONAL ASSIGNMENT OF OWNERSHIP

To: Chief Engineer
Water Rights Division
Department of Environment & Natural Resources
523 East Capitol
Pierre, South Dakota 57501-3181

Date: July 3, 2013

Please take notice that Harvey D. Sheehan and Andrea L. Sheehan, husband and wife, have granted to AXA Equitable Life Insurance Company, c/o AXA Equitable AgriFinance, LLC, 4333 Edgewood Road NE, Cedar Rapids, IA 52499-5223 (the "Lender") a security interest in certain easements, water rights, water permits, and water licenses, evidencing water rights appurtenant to certain real property more fully described in Exhibit "A" attached to this Notice and incorporated herein by this reference, including without limitation the following water permits and licenses:

Water Permit No. 5505-3

The security interest granted by Harvey D. Sheehan and Andrea L. Sheehan to the Lender secures the principal sum of Twenty Million Five Hundred Thousand Dollars (\$20,500,000.00), with interest thereon at the initial rate of Four and Thirty-Five Hundredths percent (4.35%) per annum according to the terms of a certain Adjustable Rate Promissory Note, as well as other obligations as provided in the Mortgage and other loan documents securing said Promissory Note.

You are requested to file this Notice of Conditional Assignment in the appropriate file at the Division of Water Rights as evidence of the security interest granted to the Lender in all such water permits and water rights.

A fee of \$ N/A is attached to cover the filing fees as required under SDCL § 46-2-13.


Harvey D. Sheehan


Andrea L. Sheehan

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF Hughes)

I, Jeanne Ochsner, a notary public in and for said county and state, do hereby certify that on this 2nd day of July, 2013, personally appeared before me the within named Harvey D. Sheehan, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

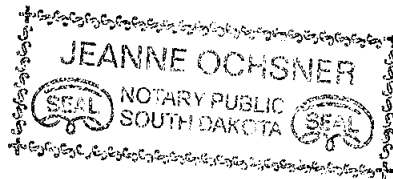
(SEAL)

Jeanne Ochsner

Notary Public

My commission expires:

06-03-2016



STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF Hughes)

I, Jeanne Ochsner, a notary public in and for said county and state, do hereby certify that on this 2nd day of July, 2013, personally appeared before me the within named Andrea L. Sheehan, to me known to be the individual described in and who executed and whose name is subscribed to the within and foregoing instrument, and duly acknowledged to me that she signed and executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Jeanne Ochsner

Notary Public

My commission expires:

06-03-2016

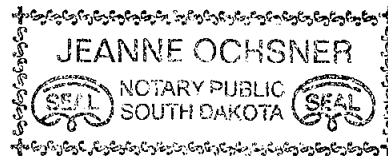


Exhibit "A"

Legal Description

HUGHES COUNTY, SOUTH DAKOTA:

Township 112 North, Range 79 West of 5th P.M.

Section 5: ALL

Section 6: ALL

Section 7: ALL

Section 8: ALL

Section 20: ALL

Section 21: S1/2, except Plat of Lots 1 and 2

SULLY COUNTY, SOUTH DAKOTA:

Township 113 North, Range 79 West of 5th P.M.

Section 16: S1/2

Section 18: Lots 3, 4, E1/2SW1/4 and SE1/4 (ada S1/2)

Section 19: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All)

Section 20: ALL

Section 21: ALL

Section 22: N1/2

Section 28: ALL

Section 29: ALL, including Lots A-1 and A-2, and including Lot 1 Sheehan Grain Bin Subdivision in NE1/4NW1/4

Section 30: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All)

Section 31: Lots 1, 2, 3, 4, E1/2W1/2 and E1/2 (ada All)

Section 32: ALL

Section 33: W1/2

Township 113 North, Range 80 West of 5th P.M.

Section 20: SE1/4NE1/4NE1/4, S1/2SW1/4NE1/4NE1/4, S1/2SE1/4NW1/4NE1/4, SE1/4SE1/4NE1/4, N1/2SE1/4NE1/4, NE1/4SW1/4NE1/4

Section 21: N1/2NE1/4, S1/2NE1/4, S1/2NW1/4NW1/4, E1/2NW1/4, SW1/4NW1/4, S1/2 (ada All, except N1/2NW1/4NW1/4)

Section 22: ALL, except Lot H-1 in NE1/4 and Lot H-1 in SE1/4 and except Mid-Dakota Rural Water System Lot 1 located in the SE1/4

Section 23: ALL

Section 24: ALL

Section 25: ALL

Section 26: ALL, except ER-1 being a part of the NW1/4 NW1/4

Section 27: ALL, except S1/2SW1/4SW1/4SW1/4

Section 28: N1/2N1/2, North 10 acres of Lot 1, SE1/4NW1/4, S1/2NE1/4, except South 15 acres of SE1/4SW1/4NE1/4 and SW1/4SE1/4NE1/4 thereof, E1/2NE1/4SE1/4, N1/2SE1/4SE1/4, and N1/2S1/2SE1/4SE1/4

Section 35: W1/2

Section 36: ALL.

Patent - Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customers, laws, and decisions of Courts; and there is reserved from the land hereby granted, a right of way thereon for ditches or canals constructed by the Authority of the United States.

Reservations contained in Patents and Deeds issued by the State of South Dakota, Substantially as follows: . . . "subject to reservations of right-of-way for irrigation ditches, canals, etc., as provided by SDC 61.0147, and subject to reservations and rights relating to deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas and other like substances as provided by SDC 15.0501 and SDC 55.0203, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of it's departments, institutions, subdivisions, funds, or accounts."

Township 113 North, Range 79 West of 5th PM

Section 36: S1/2

Township 113 North, Range 80 West of 5th PM

Section 16: S1/2

Section 20: NE1/4SE1/4SW1/4, NE1/4SE1/4SE1/4SW1/4, NE1/4 & Lot 8

Section 21: W1/2NW1/4, Lots 3, 4, S1/2 & S1/2NE1/4

Section 22: NE1/4

Section 23: NW1/4

Section 36: S1/2NE1/4, NW1/4 & N1/2NE1/4, Sully County.

Township 112 North, Range 79 West of 5th PM

Section 20: W1/2 (Deed 205-176)

Section 21: S1/2 (Deed 209-164), Hughes County.

Dam Location Notices.

- Recorded September 8, 1951 in Location Notice Book 1, Page 15 for a Dry Draw Dam on NE1/4NW1/4 20-112-79, Hughes County.
- Recorded September 8, 1951 in Location Notice Book 1, Page 15 for a Dry Draw Dam on NW1/4NW1/4 20-112-79, Hughes County.
- Recorded May 22, 1967 in Location Notice Book 1, Page 29 for a Dry Draw Dam on SW1/4NE1/4 20-112-79, Hughes County.

- Recorded November 30, 1961 in Location Notice Book 1, Page 29 for a dam on SW1/4SW1/4 21-112-79, 50 rods East and 3 rods North of SW corner, Hughes County.

- Recorded April 21, 1950 in Book 2 PP for a Dry Draw Dam on NW1/4SW1/4 32-113-79 and SW1/4SW1/4 33-113-79, Sully County.

Irrigation Permits & Easements:

- Application for Permit by Gray Goose Irrigation District of Pierre, submitted August 31, 1977 and approved October 24, 1977 for a permit to occupy said Cross the Right-of-Way of County Roads (as shown by attached plans) in Hughes County. Project No. 643.

Recorded November 3, 1977 in Book 322, Page 475, Hughes County.

- (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 5, 1984, approved by Division of Conservation, given to JES Farms, Harvey Sheehan, Applicant. Permit No. 4116.

Recorded January 17, 1985 in Book 25 of Misc., Pages 608-609, Sully County.

- (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 28, 1977, approved by State Conservation Commission, given to Edgar B. Taylor, Applicant. Permit No. 2195.

W1/2 33-113-79 & other lands.

Recorded September 24, 1985 in Book 26 of Misc., Pages 184-185, Sully County.

- (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 2, 1977, approved by State Conservation Commission, given to Albert Taylor, Applicant. Permit No. 2196.

Recorded June 17, 1983 in Book 364, Page 170, Hughes County.

- (Irrigation Permit) Soil/Water Compatibility Application Form, dated November 2, 1977, Albert Taylor, applicant, approved by Gilbert T. Griffith, State Conservation Commission; on Section 8, 20 & S1/2 21-112-79 and other property, Hughes County, SD

- (Irrigation Permit) Soil/Water Compatibility Application Form, dated January 31, 1991, approved by Division of Conservation. Permit No. 4561.

Recorded March 21, 1991 in Book 28 of Misc., Pages 317-319, Sully County.

Irrigation Permits & Easements:

- Easement, dated October 12, 1977, executed by Ed Niece, given to Gray Goose Irrigation District, an easement for so long as needed.

Recorded October 24, 1977 in Book 322, Page 355, Hughes County.

- Easement, dated October 9, 1977, executed by Albert K. Taylor and Edgar B. Taylor, given to Gray Goose Irrigation District, an easement for so long as needed.

Recorded October 24, 1977 in Book 322, Page 368, Hughes County.

Irrigation Permits & Easements:

- Subject to and benefited by Easement, given to Harvey D. Sheehan, granting an easement to excavate for, construct, and lay a water pipeline across the right-of-way and operate a sprinkler irrigation

system across the right-of-way of roadways of the County Highway or Secondary Highways within said County under the supervision of the County Commissioners and County Superintendent of Highways.

- a. Executed by Sully County, recorded January 25, 1980 in Book 9 QCD, Pages 375-378, Sully County.

- b. Executed by Hughes County, recorded January 25, 1980 in Book 342, Page 71, Hughes County.

Assignment of Easements.

Recorded February 4, 1980 in Book 9 QCD, Pages 387-392, Sully County.

- Subject to and benefited by Easement of Right of Way (pipeline) given by the Department of the Army to Harvey D. Sheehan.

Recorded January 31, 1980 in Book 9 QCD, Pages 379-382, Sully County.

Assigned to Sheehan and Schafer Partnership by Assignment.

Recorded February 1, 1980 in Book 24 of Misc., Page 61, Sully County.

- Water Line Easement, granted by Hughes County, given for the purpose of granting an easement to excavate for, construct and lay a water pipeline in a portion of County Road M-7 adjacent to the N1/2 5-112-79.

Recorded June 19, 1990 in Book 412, Page 754, Hughes County.

- Affidavit as to Agreement for Delivery of Water, executed by Charles M. Thompson stating that he is the owner of SE1/4 14-113-79, and he did enter into an agreement with Harvey D. Sheehan d/b/a JES Farms for the delivery of water and certain other conditions at the connection with the Sheehan property at the Northeast corner of 22-113-79.

Recorded December 23, 1986 in Book 26 of Misc., Pages 592-596, Sully County.

Irrigation Permits & Easements:

- Subject to and benefited by License.

Recorded January 31, 1980 in Book 9 QCD, Pages 383-386, Sully County.

- Subject to and benefited by Permit.

Recorded January 31, 1980 in Book 24 of Misc., Pages 53-56, Sully County.

- Subject to and benefited by Utility Permit.

Recorded February 1, 1980 in Book 24 of Misc., Pages 57-59, Sully County.

- Successor in interest affirmed by instrument affirming Sheehan and Schafer as successor of Harvey Sheehan, Original Permittee as of January 29, 1980.

Recorded February 4, 1980 in Book 24 of Misc., Pages 62-67, Sully County.

Easement, given to Harvey D. Sheehan, to excavate for, construct and lay a water pipeline across the right-of-way of certain roadway in the County highway and secondary highway systems.

- Executed by Sully County, between Section 23 and Section 26-113-80.

Recorded November 22, 1985 in book 10 QCD, Pages 375-376, Sully County.

- Executed by Hughes County, the Section lines between Section 6 and Section 5: Section 7 and Section 8: Section 6 and Section 7: Section 5 and Section 8: Section 17 and Section 16: Section 20 and Section 21: Section 21 and Section 28: and Section 21 and Section 27, All in 112-79, Hughes County. Section 6-112-79, Hughes County and Sections 31 and 32-113-79, Sully County: Section 5-112-79, Hughes County and Sections 32 and 33-113-79, Sully County.

This easement includes with it the right to restrict access to the public at such times during the year as are necessary for agricultural or irrigation purposes.

Recorded September 1, 1992 in Book 434, Page 119, Hughes County.

- Executed by Sully County, the Section lines between Section 23 and Section 26-113-80. The section

lines contain state or county highway which shall be open to the public at all times.

Recorded September 19, 1992 in Book 11 QCD, Pages 173-174, Sully County.

- Executed by Sully County, the Section lines between S1/2 Section 23 and N1/2 Section 26-113-80.

Recorded July 18, 1988 in Book 10 QCD, Pages 534-535, Sully County.

Vested Drainage Rights claimed by Harvey and Andrea Sheehan for JES Farms benefiting land described in Schedule C herein.

Mid-Dakota Rural Water System, Inc. Easement, given to Mid-Dakota Rural Water System, Inc., Grantee, where Grantor does hereby grant, bargain, sell, transfer, and convey an easement with the right to erect, construct, install and lay, and thereafter perpetually use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices together with right of ingress and egress over adjacent land of Grantor.

Recorded October 22, 1996 in Book 11 QCD, Page 730, Sully County.

Recorded October 22, 1996 in Book 11 QCD, Page 731, Sully County.

Recorded August 5, 1996 in Book 472, Page 625, Hughes County.

Recorded June 17, 199 in Book 12 QCD, Page 856, Sully County.

Recorded June 28, 1999 in Book 12 QCD, Page 872, Sully County.

Recorded December 23, 2005 in Book 13 QCD, Page 598, Sully County.

Recorded December 6, 2011 in Book 33 of Misc., Page 625, Sully County.

McMath, Genny

From: Cook, Jenny <jcook@Aegonusa.com>
Sent: Tuesday, December 10, 2013 12:54 PM
To: McMath, Genny
Subject: RE: Water Right No. 5505-3 - Sheehan; loan 10140500

Awesome! Thanks so much!

From: McMath, Genny [<mailto:Genny.McMath@state.sd.us>]
Sent: Tuesday, December 10, 2013 12:50 PM
To: Cook, Jenny
Subject: RE: Water Right No. 5505-3 - Sheehan; loan 10140500

Ms. Cook –

I believe your email verification that AXA is releasing the assignment will suffice. I will print off this email and file it with Water Right No. 5505-3.

Thank you for the update.

Genny McMath

Water Rights Program

605 773-5455

From: Cook, Jenny [<mailto:jcook@Aegonusa.com>]
Sent: Tuesday, December 10, 2013 12:41 PM
To: McMath, Genny
Cc: Cook, Jenny
Subject: Water Right No. 5505-3 - Sheehan; loan 10140500

Ms. McMath – this office services various mortgage loans for AXA Equitable Life Insurance Company ("AXA"). With regard to Water Right No. 5505-3, Harvey D. Sheehan and Andrea L. Sheehan granted AXA conditional assignment of ownership. Their mortgage loan has been paid off, is there something AXA needs to submit release this assignment of ownership?

Thanks for your help!

*Best Regards,
 Jenny Cook
 Senior Paralegal*



USA Realty Advisors, LLC

4333 Edgewood Road NE
 Cedar Rapids, IA 52499
www.aegonrealty.com

jcook@aegonusa.com
 T + 1 319 355 7245

Schlaak, Karen

From: Gronlund, Eric
Sent: Monday, July 20, 2015 11:05 AM
To: Schlaak, Karen
Subject: another irrigation overspray

Earl Berg with DENR's AQ Program.

Sheehan's pivot in the SE ¼ Section 27, T113N, R80W overspraying on the road to the south of pivot.

This quarter section is under Sheehan's monster water right No. 5505-3

*Harry / Andrea Sheehan
19395 288th Ave
Durie*



DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

No. 5505-3

July 22, 2015

Harvey/Andrea Sheehan
19395 288th Ave
Pierre SD 57501

Dear Mr. & Mrs. Sheehan:

The Department of Environment and Natural Resources (DENR) has received information alleging the irrigation system located in the SE 1/4 Section 27-T113N-R80W had irrigation water from the end gun overspraying on the road. This acreage is a portion of the acreage authorized by Water Right No. 5505-3.

It is common for center pivots to have stops which can be engaged to shut off the operation of the end gun when the pivot nears a road. Please take steps to insure end gun stops are functioning properly so there is not direct overspray on to the road.

A water right holder is not allowed to operate an irrigation system in violation of state water law, which includes end gun overspray upon land not authorized by the water right. Continued overspray can result in DENR taking enforcement action.

If you don't believe this irrigation system is causing the overspray, or if you have any questions, please contact me at (605) 773-3352 or by email at eric.gronlund@state.sd.us.

Thank you for your cooperation,

Eric Gronlund
Water Rights Program, DENR
605 773-3352

Schlaak, Karen

From: Gronlund, Eric
Sent: Monday, July 16, 2018 2:34 PM
To: Schlaak, Karen
Subject: FW: Irrigation Over Spray
Attachments: 2018 Pivots.docx

Standard courtesy letter to the permit holder that it "overspraying on the road"

From: Berg, Earl
Sent: Monday, July 16, 2018 2:18 PM
To: Gronlund, Eric
Subject: Irrigation Over Spray

Eric,

Here are the maps of the irrigation system's over spraying. I get a better look at them tonight when I go home tonight.

Thank you,

Earl A. Berg
SD DENR - Air Quality Program
Engineer II
(605) 773-5935
earl.berg@state.sd.us



5505-3 Harvey / Andrea Sheehan



DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE SOUTH DAKOTA 57501-3182
<http://denr.sd.gov>

No. 5505-3

July 17, 2018

Harvey/Andrea Sheehan
19395 288th Ave
Pierre SD 57501

Dear Mr. & Mrs. Sheehan:

The Department of Environment and Natural Resources (DENR) has received information alleging the irrigation system located in the SE 1/4 Section 27-T113N-R80W had irrigation water from the end gun overspraying on the road. This acreage is a portion of the acreage authorized by Water Right No. 5505-3.

It is common for center pivots to have stops which can be engaged to shut off the operation of the end gun when the pivot nears a road. Please take steps to insure end gun stops are functioning properly so there is not direct overspray on to the road.

A water right holder is not allowed to operate an irrigation system in violation of state water law, which includes end gun overspray upon land not authorized by the water right. Continued overspray can result in DENR taking enforcement action.

If you don't believe this irrigation system is causing the overspray, or if you have any questions, please contact me at (605) 773-3352 or by email at eric.gronlund@state.sd.us.

Thank you for your cooperation,

Eric Gronlund
Water Rights Program, DENR
605 773-3352

Gronlund, Eric

From: Gronlund, Eric
Sent: Tuesday, September 10, 2019 2:55 PM
To: Gronlund, Eric
Subject: Overspray complaint on pivot authorized by Water Right No. 5505-3, Harvey Sheehan

I received a call about overspray from the end gun on the pivot in the SE 1/4 Section 27-T113N-R80W. This is one of the pivots authorized by Water Right No. 5505-3, Harvey Sheehan.

I spoke with Brad Berven, the farm manager, who stated the end gun stop on that pivot malfunctioned and sprayed water on the gravel road not the highway. He was down there this morning to view what occurred. I told Mr. Berven to get the endgun stop functioning properly so it does not overspray on to any road.

Eric Gronlund
Water Rights Program, DENR
605 773-3352
eric.gronlund@state.sd.us

5505-3



DENR
SOUTH DAKOTA

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

December 15, 2020

5505-3

8389-3

Harvey & Andrea Sheehan
19395 288th Ave
Pierre SD 57501

Dear Mr. & Mrs. Sheehan:

Enclosed as you requested are copies of the inspection report and water license for No. 5505-3 and the application, permit and map for No. 8389-3.

Water Right No. 5505-3 authorizes diversion of 149.4 cfs (approximately 67,050 gpm) and 12,663.2 acres. Water Permit No. 8389-3 authorizes an additional appropriation of 28.9 cfs (approximately 12,656 gpm) to irrigate an additional 962 acres.

Hopefully the copies will supply you with the information you need. If not, please give us a call.

Sincerely,

A handwritten signature in blue ink that reads "Genny McMath".

Genny McMath
Water Rights Program
605 773-3352
Genny.mcmath@state.sd.us

enclosures



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E. CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

No. 5505-3

August 3, 2021

Harvey/Andrea Sheehan
19395 288th Ave
Pierre SD 57501

Dear Mr. & Mrs. Sheehan:

The Department of Agriculture and Natural Resources (DANR) has again this season received information alleging that on July 31, 2021, the irrigation system located in the SE 1/4 Section 27-T113N-R80W had irrigation water from the end gun overspraying on the adjacent east/west road (see attached). This acreage is a part of the irrigation system covered by Water Right No. 5505-3.

It is common for center pivots to have stops which can be engaged to shut off the operation of the end gun when the pivot nears a road. Please take steps to ensure end gun stops are functioning properly so there is not direct overspray on to the road.

A water right holder is not allowed to operate an irrigation system in violation of state water law, which includes end gun overspray upon land not authorized by the water right. Continued overspray can result in DANR taking enforcement action.

If you don't believe your irrigation system is causing the overspray, or if you have any questions, please contact me at (605) 773-3352 or by email at ron.duvall@state.sd.us.

Thank you for your cooperation,

Ron Duvall
Water Rights Program, DANR





5505-3 8389-3
**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E. CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

January 8, 2025

TO: Pat Chohon
Waldo Realty
(sent via email)

FROM: Eric Gronlund, Chief Engineer
Water Rights Program, SD DANR
605 773-3352

SUBJECT: Sheehan Water Right/Permit

The water rights database of the South Dakota Department of Agriculture and Natural Resource has the following water right and water permit held in the name of Harvey and Andrea Sheehan for irrigation from the Missouri River in Hughes and Sully Counties north of Pierre, South Dakota.

	Pump Rate	Number of Acres Authorized for Irrigation
Water Right No. 5505-3	149.40 cfs *	12,663.2 acres
Water Permit No. 8389-3	28.9 cfs	962 acres
Total	177.30 cfs **	13,625.2 acres

* cfs – cubic feet of water per second

** 1.0 cfs = 448.8 gallons per minute

Water License No. 5505-3 is a compilation of water permits obtained by the Sheehan's over the years that were inspected and incorporated into one water right in 1992.

Water Permit No. 8389-3 was obtained in 2019 to reflect additional acres being irrigated and additional pump rate to reflect the pumping capability at the Missouri River pump station. This water permit has not been inspected for the purpose of licensing of the water right for the level of development.

A copy of Water Right No. 5505-3 and Water Permit No. 8389-3 are attached to the email.

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