No. 606-3Water Division No. 3 James River District
(Blanks to be filled by the Engineer for the W. R. C.)STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

APPLICATION FOR PERMIT To Appropriate Water within the State of South Dakota

(NOTE—Draw a line through items not applicable.)

1. Name of applicant South Dakota Department of Game, Fish and Parks,
Postoffice address Pierre, County Hughes, State So. Dak.

I. If a corporation

- (a) Name of same _____
(b) Date and place of incorporation _____
(c) Amount of capital stock _____
(d) Amount paid in _____
(e) Names and addresses of directors _____

(NOTE—A certified copy of articles of incorporation must accompany the application.)

II. Method of accomplishing the work and financial resources of the applicant:

- (a) Method of accomplishing work (Whether by contract, employment of others, or by direct labor)

Contract

- (b) Cash on hand, \$ Sufficient (c) Treasury stock, \$ _____
(d) Bonds to be issued, \$ _____ (e) Other resources, \$ _____

2. Name of diversion work Twin Lakes Artesian Well (replacement of existing well)
3. Amount of water claimed 272 cubic feet per second 100 gpm.
4. Source of water supply Dakota Sandstone
5. Location of point of diversion 1720 ft. south and 250 ft. east of the NE Corner
of Sec. 30, T106N, R62W on _____ bank _____ County.
6. Annual period or periods during which water is to be used Continually
7. To be used for:

- I. Irrigation or domestic use: Gravity, overhead sprinkling or combination system?

- (a) Number of acres to be irrigated _____ acres.

- (b) Legal subdivisions to be irrigated _____

(NOTE—A list of lands to be irrigated, giving each subdivision and fraction with acreage thereof, should be written here, or may be appended as a part of this application. Same must also be shown on accompanying map.)

- (c) Statement as to domestic use (giving location, etc.) _____

II. Stockwatering, mining, milling, power, fish culture, fire protection and public recreation:

- (a) Nature of use Fish Culture
Name any of the above uses claimed

- (b) Amount of power to be generated _____ horse power.

Amount claimed for engine milling _____

- (c) Location of plant _____

- (d) Method of developing power _____

- (e) Point where water will be returned to stream _____

8. Estimated cost of work:

(a) Head Gates, \$-----

(b) Pumping plant, \$-----

(c) Fluming, \$----- (d) Canal-earth, \$-----

Rock, \$-----

(e) Other structures Two Ponds for Fish \$ 3000.00

Total, \$-----

9. Description of diversion works:

I. Nature of works: (Reservoir, dam, ditch, flume, pumping plant, etc.)

II. Dimensions of works:

(a) Dain: Height-----feet; length at bottom-----feet; length at top-----

-----feet; thickness at bottom-----feet; thickness at top-----

feet; slope at front water face-----; slope at back face-----

material used in construction-----

(b) Reservoir: Capacity when filled-----acre feet. Surface area at highwater mark-----acres.

DEPTH AT OUTLET-Feet	SURFACE AREA AT EACH DEPTH AT OUTLET--ACRES	FEET	ACRE-Feet CAPACITY

(c)* Head gate: Width-----feet; height-----feet;

Material-----

(d) Canal: Total length-----miles.

LOCATION BELOW HEADGATE	DEPTH	BOTTOM WIDTH	WIDTH AT WATER-LINE	GRADE PER MILE
At ----- Mile	----- feet	----- feet	----- feet	----- feet
At ----- Mile	----- feet	----- feet	----- feet	----- feet
At ----- Mile	----- feet	----- feet	----- feet	----- feet
At ----- Mile	----- feet	----- feet	----- feet	----- feet
At ----- Mile	----- feet	----- feet	----- feet	----- feet
At ----- Mile	----- feet	----- feet	----- feet	----- feet

(Give dimensions where reductions in size are made.)

10. Time required for completion of work One years.11. Time required for complete application of water to the proposed beneficial use One years.12. Choice of newspaper for publication of notice of intention to appropriate The Woodcock
News

STATE OF SOUTH DAKOTA

County of Hughes } ss.I, Harry R. Woodward, 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, examined the map accompanying the same, and that I know of my own personal knowledge that the matters therein stated and shown are true.Signed Harry R. WoodwardSubscribed and sworn to before me this 4th day of May 19. 59Alvin H. Haller
Notary Public (or other qualified officer.)

*Each diversion must have a headgate or measuring device.

"Vested Right" claimed

The proposed replacement well at the same location as the existing well is included in this "vested right" record provided that the existing well is permanently plugged when the replacement well is constructed.

STATE OF SOUTH DAKOTA
County of Hughes ss.

Pierre, South Dakota, May 19, 1959

This is to certify that the foregoing application was received by the Commission at 4:00 o'clock P.m. upon the 4 day of May, 1959

State Water Resources Commission

By: Jed Brinner
Chief Engineer, Executive Officer

Vested Right
Number of permit 606-3

Date of first receipt of application May 4, 1959

Date of return to applicant for correction, amendments or changes required as follows: _____, 19__

Date of receipt of corrected application _____, 19__

Date from which applicant may claim right 1944, 19__

Approved May 15, 1959, Recorded in Book 5 Page 160

This is to certify that we have examined the foregoing application for a permit to appropriate water of the State of South Dakota, and we hereby grant the same as stated herein, subject, however, to the following limitations and conditions:

1st. The equivalent of at least one-fifth of the work above specified is to be completed on or before Completed, 19__

2nd. The whole of said work is to be completed on or before Completed, 19__

3rd. The limit of time for proof of beneficial use of water appropriated in accordance herewith is Completed, 19__

4th. The water appropriated shall be used for the purpose of Fish Culture

5th. The prior right of all persons who, by compliance with the laws of the State of South Dakota, have acquired a right to the use of water must not be injuriously affected by this appropriation.

6th. The amount of the appropriation herein granted shall not exceed 0.22 cubic feet per second; neither shall it exceed the capacity of the above described system of diversion works, nor the least amount of water that experience may hereafter indicate as necessary for the production of crops in the exercise of the best husbandry; and further, said appropriation must 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 during 1944 19; said water to be used during the following described annual period:

Continually

Witness my hand this 23 day of July, 1959

State Water Resources Commission

By: Jed Brinner
Chief Engineer, Executive Officer

Certificate of Construction Issued October 6, 1959

Water License Issued October 6, 1959

Remarks by the Applicant:

This is for a vested right for existing well drilled in 1944 which stopped flowing in 1958. A replacement well is planned for a location 30 feet west of existing well. Replacement well to be cased with type K copper pipe 3" diameter and grouted in place from a depth of 780 feet. A flow of 150 gpm is expected from the new well. The old well is to be plugged when new well is drilled.

STATE OF SOUTH DAKOTA

WATER LICENSE No. 606-3

WHEREAS, On the 4th day of May A. D. 1959

The South Dakota Department of Game, Fish and Parks

of Pierre County of Hughes and State of South Dakota Vested Right
duly made application (No. 606-3) to us for a permit to use 0.22
cubic feet per second of the waters of ground water (Dakota Sandstone)
County of Sanborn, State of South Dakota, for fish culture
purposes; and

WHEREAS, On the 23rd day of July A. D. 1959
Vested Right recognizing
/ Permit No. 606-3 was issued to said applicant for the diversion of said water, and ~~permit to use~~
during
completion of the works of diversion therein described in or before ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
1944 ~~XXXXXX~~ and ~~XXXXXX~~ application to beneficial use of said
during
water ~~or before~~ ~~XXXX~~ ~~XXXXXX~~ 1944 ~~XXXXXXXXXX~~
and,

WHEREAS, On the 4th day of May A. D. 1959
Vested Right
the holder of said permit duly made proof of the completion of adequate works for the diversion of 0.22
cubic feet per second of said waters, as evidenced by our Certificate No. 606-3
dated July 23, 1959 confirming the completion of works of sufficient capacity for
diverting and conveying to the place of intended use 0.22 cubic feet per second of water, with date of
priority of 1944 and, ~~XXXXXX~~

WHEREAS, On the 4th day of May A. D. 1959
proof was duly made of the application to beneficial use of 0.22 cubic feet per second of said water;
for fish culture purposes in two rearing ponds located in the
SW 1/4, Sec. 30, T 106 N, R 62 W

NOW, THEREFORE, By the virtue of the authority vested in us by the laws of the State of South Dakota,

We hereby grant and confirm to the South Dakota Department of Game, Fish and Parks
of Pierre, South Dakota the holder and owner of said permit No. 606-3

a water right, dating from 1944 to the use of 0.22

cubic feet per second of the waters of ground water (Dakota Sandstone)

in the County of Sanborn and State of South Dakota, or so much thereof as may be
necessray for the purposes hereinbelow mentioned, to be diverted at 1720 feet south and 250 feet
east of the NW Corner of Sec. 30, T 106 N, R 62 W

and conducted to ~~water~~ two rearing ponds located in the SW 1/4, Sec. 30,
T 106 N, R 62 W

for the purpose of fish culture

subject, however, to the laws of the State of South Dakota applicable to a license for the use of the waters of the State, and subject, also to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS, My hand and seal of our office at Pierre, South Dakota,
this 6th day of October A. D. Nineteen
Hundred and Fifty-nine

State Water Resources Commission

By:

J. W. GRIMES, Chief Engineer, Executive Officer

Permit No. 606-3JamesWater Division No. 3 River Water District

Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to Certify, That the South Dakota Department of Game,Fish and Parksof Pierre, County of Hughes, and State ofSouth Dakota the holder Vested Right of Permit No. 606-3, issued upon ApplicationNo. 606-3, bearing date of priority of 1944, authorizing the diversion of0.22 cu. ft. per second of the waters of ground water (Dakota Sandstone)County of Sanborn, State of South Dakota, at 1720 feet south andand 250 feet east of the NW Corner of Sec. 30, T 106 N, R 62 W, for fish culturepurposes, has fully complied with the provisions of the laws of the State of South Dakota relating to proof ofcompletion of the works of diversion set out and described in said Vested Right Permit; that said works are found in satisfactorycondition for diverting and conveying to the place of intended use 0.22 is cu. ft.per second of water; and that the ~~intended~~ use of said water ~~is~~ described as follows,to-wit: for fish culture in two rearing ponds located in theSW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 30, T 106 N, R 62W

Old Well — from what information is available

9. (Continued)

III. Well Specifications

(a) Hole and casing

Size of drill hole or excavation 7 inches +, Depth 822 ft.Type of casing Steel
(wood, concrete, steel, etc.)Size of casing 6"x1 1/2", Thickness of casingLength of casing 200 ft. of 6" If collection gallery, length, size and depth of
640 ft. of 4 1/2" gallery

(b) Screens

Type of perforated screen Bottom 20 ft. of casing perforatedSize of perforated screen
(diameter) (length)

Thickness of gravel pack , length of gravel pack

(c) Water Bearing Materials

Distance to water 800 Character of water bearing materials
Dakota Sandstone

Thickness of water bearing material

d) Pump and Motor

Type of pump
(centrifugal, propeller, mixed flow, etc.)

Name of pump , size

Kind of motor
(gasoline, electric, diesel, etc.)

Horsepower , Name of Motor

(e) Complete well 500Capacity GPM at draw down of Estimated cost(f) Owner of land upon which well is located State of South Dakota
NameDepartment of Game, Fish & Parks, Pierre, South Dakota
Address

(g) Distance to nearest existing wells

On same owner's property rods. On property owned by others 100 rods

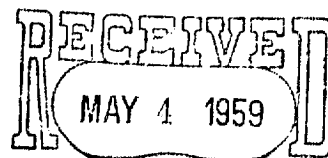
Location No.

606-3

Water Division No.

3

Water District

JAMES
RIVERSTATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

Proof of Application of Water to Beneficial Use

PETITION OF HOLDER

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. South Dakota Department of Game, Fish and Parks

Pierre, South Dakota

Ques. 2. If acting in behalf of a corporation, state its name, principal place of business (if a foreign corporation, give name and postoffice of statutory agent,) your position with reference to same, and your authority for appearing in its behalf.

Ans. _____

Ques. 3. State date of posting and date of recording notice of appropriation.

Ans. _____

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. 1720 ft. south and 250 ft. east of the NW Corner of Section 30,

T. 106 N., R62W - Sanborn County

Ques. 5. Describe your works of diversion giving length and height of each dam and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use, and date of completion of same.

Ans. 3" pipe and small ditches

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have ACTUALLY been irrigated with said water.)

Ans. Water is used for fish culture. Two rearing or holding ponds with
a surface area of 5 acres.

Ques. 7. If for other than irrigation purpose, state how applied, amount of horse power generated, etc.

Ans. To fill and maintain fish ponds.

Ques. 8. What is the minimum amount of water required for the use specified above?

Ans. 200 gpm.

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder.

Ans. _____

Ques. 10. State when, how, in what amount and to what extent, the water diverted under above mentioned permit has been used.

Ans. Well was drilled in 1944 and has been in use until 1958, when the

flow stopped. This is to be replaced with a well with a 3" copper

casing cemented in place located 30 ft. west of present well.

(Sign) Harry R. Woodward

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Pierre, County of Hughes

State of South Dakota, on this 4th day of May A. D. 19 59

Witnesses.

Alvin H. Allen
Notary Public

I, the undersigned, do hereby certify that I am a duly qualified elector residing in the immediate vicinity of the diversion works designated in the foregoing testimony, that I have no interest in the works, water or land above described, that I have read the foregoing testimony and that I know of my own personal knowledge that the matters therein stated are true.

SOUTH DAKOTA DEPARTMENT OF GAME, FISH & PARKS

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS, PROPOSAL, CONTRACT, AND CONTRACT BOND

FOR

TWIN LAKES ARTESIAN WELL

Project No. 36

Sanborn

County

NOTICE TO CONTRACTORS

Sealed proposals for Twin Lakes Artesian Well
will be received at the office of the South Dakota Department of Game, Fish and
Parks, Pierre, South Dakota, until 2:00 o'clock P.M. of the 24th day of
July, 1959, at which time and place all proposals will

be publicly opened, read and considered by the Department of Game, Fish and Parks.
Proposals, if mailed, shall be addressed to the South Dakota Department of Game,
Fish and Parks in care of the above mentioned office, and marked "Proposal."

The following is the description and location of the work to be done: Drill

artesian well and grout casing in place at Twin Lakes 6 miles south and

3 miles west of Woonsocket.

The principal items involved are approximately as follows:

Drilling Hole 0-660 ft. depth
Drilling Hole Below 660 ft. depth
Installing casing

The work for which proposals are hereby requested is to be completed within:

by September 1, 1959

All proposals shall be made on blank forms prepared by the Game, Fish and Parks Department, and must be executed in complete accordance with the requirements contained in the Instructions to Bidders of the specifications. Any proposal otherwise submitted will be deemed informal, irregular and not subject to or worthy of consideration in the award of the contract. Proposal forms for this work may be obtained upon application to the State Game, Fish and Parks Department at Pierre, South Dakota.

Plans for the work may be examined at the office of the South Dakota Department of Game, Fish and Parks, Pierre, South Dakota or may be obtained by bona fide bidders upon request.

The proposal guaranty required and which must accompany each proposal is a certified check issued upon a national or state bank within the State of South Dakota, and payable at sight to the South Dakota Department of Game, Fish and Parks for the amount of 5% of the bid.

The South Dakota Department of Game, Fish and Parks reserves the right to reject any or all proposals.

Harry R. Woodward, Director
South Dakota Department of Game, Fish and Parks

SPECIAL PROVISIONS

The following special clauses relate particularly to the drilling of and artesian well 6 miles south and 3 miles west of Woonsocket.

1. LOCATION

The well shall be drilled at the Twin Lakes Fisheries Pond site. The exact location shall be designated by Harrold Horrigan, District Fisheries Manager who is located at Woonsocket.

2. EQUIPMENT

The drillers shall use modern well drilling equipment of sufficient size to drill a $4\frac{1}{2}$ " hole to a depth of 660 ft. and a 4 inch hole to a depth of 900 feet.

3. ALIGNMENT

The hole shall be straight and *plumb*. The maximum deviation from the true vertical shall not exceed 6 degrees.

4. LOGS

A complete set of samples of the materials removed from the hole shall be taken at 10 foot intervals. Also copies of a complete log of the materials encountered shall be furnished the Department Engineer. The samples and a copy of the log shall be submitted to the State Geologist at Vermillion after the well is completed.

5. CASING

The department has 900 feet of 3 inch type K copper on hand at Woonsocket which will be used in the well. The driller shall sweat the joints together using all precautions to secure sound joints.

The driller after determining the thickness of the artesian strata shall perforate the casing for the depth of the strata with not less than 10 $3/8$ " diameter holes per foot.

6. DRILLING OPERATIONS

- a. The contractor shall set surface casing to a depth he deems advisable in accordance with good well drilling practice.
- b. The driller shall drill a $6\frac{1}{4}$ inch diameter hole to a depth of 660 feet. From this depth to the bottom of the well a 4" diameter hole may be drilled. The driller shall make sure the 4" hole is centered in the bottom of the $6\frac{1}{4}$ " hole. The total depth of the well shall be 900 feet or to the bottom of the artesian strata whichever is less.

SPECIAL PROVISIONS

The artesian strata is believed to be encountered at a depth of 660 feet. The driller shall thicken the mud to control the flow while drilling in the artesian strata.

- c. The driller shall furnish and install the 3" copper casing with a packer installed at a point 660 ft. from the surface. The packer shall be similar to "Howco Casing Formation Packer" manufactured by Halliburton Oil Well Cementing Company. The above packer shall be modified so the force required to shear the pins and expand the packer will not exceed 2000 lbs. The driller shall also furnish adapters to attach the packer to the 3" casing.
- d. The contractor shall then pump a grout of neat cement and water into the annular ring between the open hole and the casing from the bottom up up for the entire length of the hole above the packer. After the cement is set the casing shall be cleaned out for the complete depth of well. In connection with the grouting operation the contractor shall pump not less than 27 or more than 81 cubic feet of grout into an old well located in the immediate vicinity then force this into any below ground cavities or openings by pumping a thick drillers mud in above the cement until a pressure of 20 psi is reached.
- e. Bid item No. 3 shall include payment for the packer, casing perforation and grouting as well as installation of the casing.

7. CONNECTING PIPE AND FITTINGS

The driller shall attach a sweat to thread adapter to the top of well casing upon completion of the work. Adapter to be furnished by the Department. The contractor shall also attach any pipe and fitting that the District fisheries manager may furnish to direct the flow of water to the various ponds.

PROPOSAL

19

PROPOSAL of

of

for construction of **Twin Lakes Artesian Well**

located **6 miles south and 3 miles west of**

Woonsocket

in

Sanborn

County.

The specifications are the Standard Specification for Dams and Spillways issued by the South Dakota Department of Game, Fish and Parks. The plans are composed of drawings identified as follows:

Attached Special Provisions

TO THE SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS:

GENTLEMEN:

The following proposal is made on behalf of the undersigned and no others. It is in all respects fair and is made without collusion on the part of any other person, firm or corporation not appearing in the signature of this proposal.

The undersigned certifies that he has carefully examined the plans listed herein, the Specifications herein before referred to and the form of contract, and the Special Provisions, both of which are attached hereto. The undersigned further certifies that he has personally inspected the actual location of the work, together with the local sources of supply and that he understands the conditions under which the work is to be performed, or that if he has not so inspected the actual location of the work, that he waives all right to plead any misunderstanding regarding the location of the work or the conditions peculiar to the same.

On the basis of the plans, specification, special provisions and form of contract proposed for use, the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, to finish the entire project within:

by September 1, 1959, and to accept as full compensation therefor the amount of the summation of the products of the actual quantities, as finally determined, multiplied by the unit prices bid. The undersigned understands that the quantities mentioned below are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the provisions of the specifications, and at the unit prices bid.

The undersigned understands that the "Total or Gross Sum Bid" as immediately hereinbefore set forth is not the final sum which will be paid if this proposal is accepted and the work is done, but that such sum is computed for the purpose of comparison of the bids submitted and the determination of the amount of the contract bond.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the specifications, and to give such work personal attention in order to see that it is economically performed.

The undersigned further proposes to both execute the contract agreement and to furnish a satisfactory contract bond, in accordance with the terms of the specifications, within twenty (20) days after the receipt of notice from the Department of Game, Fish and Parks that this proposal has been accepted.

Accompanying this proposal, as a guaranty that the undersigned will execute the contract agreement and furnish a satisfactory contract bond in accordance with the terms and requirements of the specifications, is a certified check for

_____ (\$ _____)

It is hereby agreed that in case of failure of the undersigned to either execute the contract agreement or furnish a satisfactory contract bond within twenty (20) days after receipt of notice of award, the amount of this proposal guaranty will be retained by the State of South Dakota as liquidated damages arising out of the failure of the undersigned to either execute the contract agreement or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the work, the proposal guaranty will be returned as provided in the specifications.

Respectfully submitted,

Legal name of person, firm or corporation

By _____

CONTRACT

This AGREEMENT, made by and between the State of South Dakota through its Department of Game, Fish and Parks, party of the first part, and

_____ of _____,

party of the second part, hereinafter called the Contractor.

WITNESSETH, that the said Contractor has agreed and by these presents does agree, for and in consideration of the covenants herein contained and payments to be made as hereinafter provided, to furnish all the materials, appliances, tools, food and labor of every kind and to construct in the most substantial and workmanlike manner and in accordance with the plans and specifications therefor, the various items of work awarded the said Contractor on the _____ day of _____,

19____, located in _____ County, South Dakota known as _____

The following is a description and location of the work:

The said work shall be performed in accordance with the true intent and meaning of the plans and specifications therefor, including the Special Provisions, which plans and specifications including the special provisions are hereby referred to and made an essential part of this contract as fully and to the same effect as if the same had been set forth and shown at length in the body of this contract. The party of the first part, however, reserves the right to make such alterations, additions or deductions as are in said specifications provided for and this contract shall in no way be invalidated thereby.

It is mutually agreed by and between the parties to this contract that the notice to contractors, the foregoing proposal and the contract bond, shall be bound herewith and are hereby made a part of this contract.

The said Contractor further agrees to pay all just claims for materials, supplies, food, tools, appliances, and labor, and all other just claims incurred by him or any of his subcontractors in carrying out the provisions of this contract, and further agrees that the contract bond shall be held to cover all such claims.

It is further understood and agreed by and between the parties to this contract that the work under this contract shall be completed within

unless such date of completion be set at a later date as specifically provided for in the specifications, and that the time of completion is of the essence of this contract.

In consideration of the faithful performance of the work embraced under this contract, according to the terms hereof and to the satisfaction of the party of the first part, said party of the first part agrees to pay the Contractor, such unit or lump sum prices for the work actually done as are set forth in the proposal accompanying this contract, and in the manner and subject to the conditions as set forth in the said specifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the

_____ day of _____, 19____.

STATE OF SOUTH DAKOTA

Acting by and through its
DEPARTMENT OF GAME, FISH AND PARKS

By _____
Chairman

Director

Contractor

By _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

of _____

hereinafter called the Principal, and _____

_____ of _____

hereinafter called the Surety, are held and firmly bound unto the State of South
Dakota in the sum of _____

_____ Dollars (\$ _____)

good and lawful money of the United States of America, to the payment of which
sum of money, well to be made and done the said Principal binds himself, his
heirs, executors, administrators or assigns and the Surety binds itself, its
successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 19__.

WHEREAS, said Principal has entered into a certain written contract bear-
ing date on the _____ day of _____, A.D., 19__.
with the State of South Dakota for the _____

NOW THEREFORE, The condition of the foregoing obligation is such that if
the said Principal shall well, truly and faithfully comply with and perform all
the terms, covenants and conditions of said contract, on his part to be kept
and performed according to the terms and tenor of said contract and shall pro-
tect the said State of South Dakota against and pay any excess of costs as
provided in said contract, and all amounts, damages, costs, judgments which
may be recovered against said State or its officers or agents, or which the
said State of South Dakota may be called upon to pay to any person or corpora-
tion by reason of any damages arising or growing out of the doing of said work
or the repair thereof or the manner of doing same, or the neglect of said
Principal or his agent or servants, or the improper performance of the said

And the said Surety hereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of said contract or the plans or the specifications accompanying the same, shall in any wise affect the obligation of said Surety on this bond.

(Seal)

~~CONFIDENTIAL~~ (S)

(Seal)

10

Surety

(Seal)

Resident Agent

(Acknowledgment by Principal, unless it be a corporation)

County of _____

STATE OF _____

On this _____ day of _____

in the year 19____, before me personally appeared _____

known to me to be the person who is described in, and who executed the within instrument, and acknowledged to me that he or they executed the same.

Signature of Notary Public

(Acknowledgment of Principal, if a Corporation)

STATE OF _____)
County of _____) ss.

On this _____ day of _____
in the year 19____, before me _____
personally appeared _____
known to me to be _____ of the
corporation that is described in and that executed the within instrument, and
acknowledged to me that such corporation executed the same, that he resides in
_____, the he is _____
of the _____ Corporation described in and which execut-
ed the foregoing instrument; that he knew the seal of the corporation; that
the seal affixed to said instrument was such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation, and that he
signed his name thereto by like order

Signature of party making affidavit

Sworn to before me this _____ day of _____, 19____.

Notary Public

(Notary's seal to be attached)

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 19____.
before me _____ a notary
public in and for said county and state, personally appeared _____

_____ well known to me to be _____ a corporation that
is described in and that executed the above and foregoing instrument, and duly
acknowledged to me that said corporation executed the same.

And I certify that at the same time the said _____

_____ exhibited to me the original certificate of authority issued to said company by the Commissioner of Insurance of the State of South Dakota, and that the following is a true, perfect and complete copy thereof:

Renewable annually

No _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF INSURANCE
State Capitol, Pierre

Company's Certificate of Authority

WHEREAS, _____ Company,

a corporation organized under the Laws of _____ has filed in this office a sworn statement exhibiting its conditions and business for the year ending

_____, 19____, conformable to the requirements of the laws of this state regulating the business of Insurance; has filed a duly certified copy of its charter, with certificate of organization, and has complied with all requirements of the Insurance Laws aforesaid;

NOW THEREFORE, I, _____, Commissioner of Insurance of the State of South Dakota, pursuant to the provisions of said laws, do hereby certify that the above named Company is fully empowered through its authorized agents to transact business in the lines of insurance listed below, except those lines numbered _____

1. Life
2. Accident and Health
3. Fire and Allied Lines
4. Inland and Ocean Marine
5. Workmen's Compensation
6. Bodily injury Liability (other than Auto)
7. Property Damage (other than Auto)
8. Auto Bodily Injury
9. Auto Physical Damage
10. Auto Property Damage
11. Fidelity and Surety
12. Glass
13. Burglary and Theft.
14. Boiler and Machinery.

in this State according to the laws thereof, until the last day of _____

A.D., 19____.

In Testimony Whereof, I have hereunto set my hand and official seal at Pierre, this first day of _____, 19____.

Commissioner of Insurance

(Seal)

Notary Public

(Acknowledgment of Surety Company by Attorney in Fact.)

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____
in the year 19____, before me _____
personally appeared _____
known to me to be the person who is described in and whose name is subscribed
to the written instrument as the attorney in fact of _____
_____ and acknowledged to me that he subscribed
the name of _____ thereto as surety,
and his own name as attorney in fact; that he resides in ; _____
_____ ; that he is the attorney in fact
of the _____

corporation described in and which executed the foregoing instrument; that he
knew the seal of said corporation; that the seal affixed to said instrument
was such corporated seal; that it was so affixed by order of the Board of Direct-
ors of said corporation, and that he signed his name thereto by like order.

(Signature of party making affidavit)

Sworn to before me this _____ day of _____, 19____.

(Notary's seal to be attached)

Notary Public

(The Surety Company must be qualifed to transact business in South Dakota,
under the corporate laws of the State)

606-3

SOUTH DAKOTA

VESTED WATER RIGHT NO. 606-3

Date of Receipt of Claim May 4, 1959.

Date of Validation September 30, 1992.

The Water Management Board validated Vested Water Right Claim No. 606-3 for the South Dakota Department of Game, Fish and Parks, 523 E. Capitol, Pierre, South Dakota 57501 with the following limitations, conditions and qualifications:

1. Vested Water Right No. 606-3 appropriates 0.22 cfs from one flowing well located in the SW1/4 NW1/4 Section 30, T106N, 62W (Sanborn County).
2. The appropriated water is used for supplying water for two fish rearing ponds and may not exceed the amount of water needed for beneficial use for fish culture purposes.

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

3. The priority date of the Vested Water Right is: January 1, 1944
4. The water use system has been constructed and water has been applied to beneficial use.
5. Water Rights obtained in compliance with the laws of the State of South Dakota may not be unlawfully impaired by this appropriation.

WATER MANAGEMENT BOARD

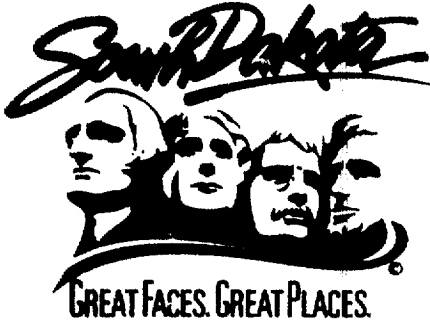
By: _____

John Hatch
Chief Engineer

MAR 17 1993

date

Division of Water Rights
Dept. of Environment and Natural Resources



606-3

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

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

MAR 17 1993

Tim Olson
Dept. of Game, Fish and Parks
523 E Capitol
Pierre SD 57501

Dear Mr. Olson:

The Water Management Board has validated the enclosed Vested Water Right No. 606-3. This validation gives legal status to the claim and is the final document for your vested right.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read 'John Hatch', is written over a horizontal line.

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

enclosure