

Prepared by:
Roger A. Tellinghuisen
DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP
516 5th Street, PO Box 1820
Rapid City, SD 57709-1820
(605) 342-2814

FIRST AMENDMENT TO SPEARFISH MOUNTAIN RANCH
DECLARATION OF RESTRICTIVE COVENANTS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS (this "Amendment") is made and entered into this 18th day of November, 2022, by **SPEARFISH MOUNTAIN RANCH LLC**, a Delaware Limited Liability Company, d/b/a Spearfish Mountain Ranch, with its principal office at c/o Keating Resources, 107 South Main St., PO Box 130, Atkinson, NE 68713 hereinafter referred to as "Declarant".

RECITALS

A. Declarant executed that certain Spearfish Mountain Ranch Declaration of Restrictive Covenants dated May 27, 2022 and recorded in the Office of the Lawrence County, South Dakota Register of Deeds on June 1 2022 as Document No. 2022-03572 (the "Declaration").

B. The Declaration affects the property legally described on Exhibit A.

C. Article I, Section 1 of the Declaration states that the Lots are subject to the Declaration and any additional covenants, conditions, restrictions and private easements as may be imposed upon such Lot by Declarant.

D. Pursuant to Article V, Section 2 of the Declaration, the Declaration may be amended by the Owners of three-fourths of the Lots and by the Declarant during the first ten (10) years after the filing of the Declaration.

E. Declarant is the Owner of more than three-fourths of the Lots and it is less than ten (10) years from the filing of the Declaration.

F. Declarant desires to amend the Declaration as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. **Defined Terms.**

(a) All initially capitalized terms in this Amendment, not otherwise defined herein, shall have the same meanings as defined in the Declaration.

(b) As used in this Amendment, the following terms have the following meanings:

i. “**Access Easement**” means a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress.

ii. “**Adjacent Tract**” means that certain tract of land consisting of approximately 545.11 acres that is depicted on Exhibit E and legally described on Exhibit B, that is adjacent to and contiguous with, but is not a part of, the Development.

iii. “**Big Tracts**” means the 12 tracts of land, each of which is more than 40 acres, depicted on Exhibit E. The Big Tracts are individually designated in this Amendment as Tract 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6, Tract 7, Tract 8, Tract 9A, Tract 10, Tract 11A, and Tract 12A. The Big Tracts have not been created by a plat of subdivision. Rather they have or will be deeded by aliquot description. The depiction on Exhibit E of Big Tracts not already sold as of the date of this Amendment are subject to such adjustments to the dimensions thereof as Declarant may desire.

iv. “**Big Tracts Easement Area**” means that certain area located on the Big Tracts that is depicted on Exhibit F and labeled as a 66-foot private access and utility easement.

v. “**Easement Areas**” means, collectively, The Big Tracts Easement Area and Niobrara Drive.

vi. “**Emergency Access Road**” means the roads traversing Tract 10, Tract 11A, Tract 12A, and the Adjacent Parcel commonly known as Old Highway 14 and Park Street as depicted on Exhibit F.

vii. “**Indemnitees**” means the Owners and their Permittees, and their respective managers members, partners, agents, representatives, officers, directors, and employees.

viii. “**Lots**” is defined in the Declaration, but for avoidance of doubt

means both the Big Tracts and the Small Lots. The Big Tracts are designated as "Tracts" rather than "Lots" to differentiate them from the Small Lots, which are designated as "Lots" on the Plat. Notwithstanding this designation, the defined term "Lots" in the Declaration as amended by this Amendment includes both the Small Lots and the Big Tracts.

ix. "**Niobrara Drive**" means that certain area on the Plat designated as "Niobrara Drive" and dedicated on the Plat as a 66 foot private access and utility easement and that is generally depicted on Exhibit E and Exhibit F.

x. "**Owner**" as used in this Amendment means not only the Owner of a Lot as defined in the Declaration, but may also mean the owner of the Adjacent Tract if context so requires.

xi. "**Permittees**" means the Owners and their respective agents, employees, contractors, representatives, tenants, occupants, and invitees, and the agents, employees, contractors, representatives, subtenants, licensees, invitees of any tenants or occupants.

xii. "**Plat**" means that certain Plat of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15 and common area, a subdivision of Lot Y, being portions of the SW1/4NW1/4 of Section 21, and the SE1/4NE1/4 and the N1/2SE1/4 of Section 20, all located in T.6N., R.4E, B.H.M., Lawrence County, South Dakota, recorded in the office of the Lawrence County, South Dakota Register of Deeds on October 26, 2022 as Document 2022-6899, a copy of which is attached to this Amendment as Exhibit D.

xiii. "**Small Lots**" means each of the 15 lots created by the Plat which are depicted on Exhibit E and which are legally described on Exhibit C to this Amendment.

xiv. "**Tract**" – see the definitions of "Big Tracts" and "Lots" above.

xv. "**Utility Easement**" means a perpetual, non-exclusive easement to install, construct, connect, maintain, use, repair, replace, and remove Utilities.

xvi. "**Utilities**" means all utilities and utility facilities, conduit, and systems, including sanitary sewer or storm drainage facilities, water lines, gas lines, telephone lines, electric lines, cable lines, and other communication and information technology-related lines.

2. **Declaration of Easements.** Declarant hereby Declares, grants, and dedicates to the Owners of the Lots the following easements:

a. Niobrara Drive Easement. The Owner of each of the Small Lots grants and conveys to the Permittees of the Big Tracts and the Adjacent Tract, an Access Easement and a

Utility Easement over, through, and across Niobrara Drive.

b. Big Tracts Easement. The Owner of each of the Big Tracts grants and conveys to the Permittees of every other Big Tract and to the Permittees of the Adjacent Tract, an Access Easement and a Utility Easement over, through, and across that portion Big Tracts Easement Area on its Big Tract as shown on Exhibit F. Notwithstanding the foregoing, no Permittees of the Big Tracts shall have access over Tract 4 other than the Permittees of Tract 4 (but this shall not prohibit the Association from access to Tract 4 for performing its maintenance obligations under the Declaration).

c. Tract 10 Easement. The Owner of Tract 10 grants and conveys to the Permittees of each of the Small Lots an Access Easement and a Utility Easement over that portion of Tract 10 depicted on Exhibit G.

d. Emergency Access Easement.

i. The Owner of Tract 10, the Owner of Tract 11A, the Owner of Tract 12A, and the Owner of the Adjacent Tract grant and convey to the Permittees of each of the Big Tracts and the Small Lots, and to the Permittees of the Adjacent Tract, an easement for ingress and egress of vehicles and pedestrians over, upon, and across the Emergency Access Road in the event of an emergency that requires the evacuation of those Permittees from the Development or from the Adjacent Tract.

ii. Declarant hereby Declares, for the benefit of law enforcement officers, rescue squad personnel, firefighting personnel, and other governmental or validly operated and licensed private emergency personnel, while in the pursuit of their duties, an easement through, over, and across the Emergency Access Road and the Easement Areas for the ingress and egress of fire and police protection, ambulance and rescue services and other lawful governmental or validly operated and licensed private emergency services; provided that this easement shall not be construed as a public dedication of any surface roads, driveways or sidewalks located within the Development.

3. Non-Exclusive; No Interference. The easements granted hereunder are non-exclusive, and the Permittees of each Lot burdened by an easement granted hereunder shall have the right to use the Easement Areas on that Lot for purposes that are not inconsistent with those easements, provided those uses do not impair the use of the easements. No Permittee of a Lot burdened by an easement shall interfere in any way with the use of the Easement Area on that Lot for the easements.

4. Indemnification.

b. Owner of the Benefitted Lot's Indemnification Each Owner whose Lot is benefitted by an easement granted hereunder shall indemnify and hold each Owner whose Lot is burdened by that easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any

person or property arising from the negligent, intentional or willful acts or omissions of the Owner or the benefitted Lot or its Permittees.

c. Owner of the Burdened Lot's Indemnification. Each Owner whose Lot is burdened by an easement granted hereunder shall indemnify and hold each Owner whose Lot benefitted by that easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) arising from or in connection with interference by the Owner of the burdened Lot or its Permittees with the use or enjoyment of that easement by the Owner of the benefitted Lot or its Permittees.

5. Maintenance. Pursuant to the Declaration, the Association is responsible for the maintenance of the roads and Utilities within the Development. The Owner of each Lot acknowledges and agrees that the Association has the right to perform its duties for such maintenance within the Easement Areas and in those areas immediately adjacent to the Easement Areas as necessary for maintenance of slopes, grades, culverts, Utilities, and other facilities outside of the Easement Areas that are appurtenant to the use and enjoyment of the easements granted in the Declaration as hereby amended.

6. Right of First Refusal. Paragraph 16 of Article III of the Declaration is hereby deleted in its entirety and replaced with the following:

"16. Right of First Refusal. During the ROFR Period (defined below), Declarant reserves a first right of refusal to repurchase any Lot subject to these Covenants in the event the Owner of that Lot receives a bona fide offer to purchase which the Owner intends to accept. In that event, the Owner shall provide Declarant with a copy of such bona fide offer, and shall grant to Declarant the right to exercise this right of first refusal to purchase the Lot subject to the bona fide offer for a period of thirty (30) days following Declarant's receipt of a copy of the bona fide offer (such period, the "ROFR Election Period"). At any time within the ROFR Election Period, Declarant may elect to repurchase the Lot on the same terms and conditions as set forth in the bona fide offer. Any election by Declarant to repurchase the Lot shall be set forth in a written notice provided to the Owner prior to the expiration of the ROFR Election Period (such written notice, an "Election Notice"). Upon the exercise of this right of first refusal, the closing for the sale and repurchase of the Lot shall occur not later than thirty (30) days following the date the Owner receives the Election Notice unless the bona fide offer provides for a different closing date. In the event Declarant shall fail to elect to repurchase the Lot subject to the bona fide offer prior to the expiration of the ROFR Election Period, the right of first refusal granted to Declarant as to the Lot in question shall lapse and be null and void, and the Owner, and all successors and assigns of the Owner shall be free to sell that Lot without any further restriction of the right of first refusal in favor of Declarant. Any failure of the part of Declarant to exercise the right of first refusal granted herein shall not, however, excuse the Owner from again extending the right of first refusal to Declarant if the sale to the buyer making the bona fide offer is not completed

or if the Owner and the buyer making the bona fide offer agree to sell the Lot on terms and conditions which differ materially from those contained in the bona fide offer. In such event, the Owner shall be required to provide Declarant with a copy of any new bona fide offer or such different terms and conditions between the Owner and the buyer that made the bona fide offer and Declarant shall be granted a right of first refusal to purchase the Lot on such different terms and conditions in accordance with this paragraph. The right of first refusal provided for in this paragraph applies to each Lot sold by Developer to an Owner beginning on the date of the recording of the deed for the conveyance of the Lot in question and expiring eighteen (18) months after the recording of such deed (or, if a ROFR Election Period extends past such eighteen (18) month period, then expiring at the end of that ROFR Election Period) (as applicable, the "ROFR Period") without the need for any party to take any further action or record any further document. All references to "the Owner" in this paragraph 16 mean only the first Owner that receives a deed for the Lot in question from Declarant and not any subsequent Owner of that Lot. Notwithstanding anything in this paragraph 16 to the contrary, the term "bona fide offer" as used in this paragraph includes a transfer of a Lot for no or nominal consideration (unless Declarant waives its right of first refusal as to that transfer in writing) in which event (a) the right of first refusal shall continue to be applicable as to any subsequent transfer of the Lot in question during the ROFR Period, but (b) the beginning of the ROFR Period shall continue to be measured from the recording of the first deed from Declarant to the first the Owner of that Lot."

7. **Lot Size.** Paragraph 21 of Article III of the Declaration is hereby deleted in its entirety and replaced with the following: "

"21. **Lot Size.** No lot shall be subdivided into Lots which are smaller than forty (40) acres. Two or more Lots may be combined into one Lot and conveyed as one Lot. When two or more Lots are combined, the resulting Lot shall be subject to general and special assessments as a single Lot. Should any Lot be divided into two or more lots, each resulting Lot must be at least forty (40) acres and each resulting Lot shall be subject to all assessments as a separate Lot."

8. **Outbuildings.** The last sentence of Paragraph 26 of Article III of the Declaration, beginning with "Outbuildings shall be . . ." and ending with "...for construction and maintenance", is hereby deleted in its entirety.

9. **Assessments.**

(a) Paragraphs 1 and 2 of Article IV of the Declaration are hereby deleted in their entirety and replaced with the following:

"1. **General Assessments:**

A. Declarant shall pay assessments through December 31, 2023. Beginning on January 1, 2024, the Board may set the general assessments on Class A Lots and the Class B Lots up to \$3,000 per year, subject to increase as provided.

B. Assessments from and after January 1, 2025 may be increased by the Board of Directors no more than a maximum amount of ten percent (10%) each year unless this maximum is increased by a resolution approved by two-thirds of the Owners of Class A and Class B Lots present or represented by proxy at an annual meeting or at a special meeting called for that purpose. Declarant shall retain the right to veto any assessment increases until such time as Declarant has sold or conveyed 90% of the Lots within the Development. Thereafter, Declarant shall be entitled to cast one vote for each Lot still owned by Declarant on matters coming before the Association until Declarant has sold or conveyed all of the Declarant's remaining property within the Development.

C. The general assessment for each Lot shall begin on the 1st day of the month following the date of purchase or date of Contract for Deed of the Lot by the Owner. Any assessment shall be prorated for the balance of the assessment period in relation to the general assessment, which would have been imposed if so subject and shall become due and payable and a lien on the Lot.

2. **Special Assessments:** Special assessments, in addition to the general assessments, may be imposed by the Board for capital replacements. Special assessments shall only be levied by a resolution approved by two-thirds of the Owners of Class A and Class B Lots present or represented by proxy at an annual meeting or at a special meeting called for that purpose. Any special assessment shall be on a per Lot basis only. Declarant shall retain the right to veto any special assessment until such time as Declarant has sold or conveyed 80% of the Lots within the Development. Thereafter, Declarant shall be entitled to cast one vote on matters coming before the Association until Declarant has sold or conveyed all of the Declarants remaining property within the Development."

(b) The facilities within the Big Tracts Easement Area primarily benefit the Big Tracts. Accordingly, the Association is empowered to allocate a greater percentage of, or all of, the cost of such maintenance to the assessments payable by the Owners of the Big Tracts, and allocate a lesser percentage of (or none of) the costs of such maintenance to the assessments payable by the Owners of the Small Lots.

(c) The easements over the Big Tracts Easement Area granted in this Amendment benefit the Permittees of the Adjacent Tract. In consideration of this fact, the Owner of the Adjacent Tract shall be obligated to pay an amount equal to the annual general

assessment imposed on Big Tracts, payable at the same time as the Owners of the Big Tracts are required to pay their assessment. This shall not, however, (i) cause the Adjacent Tract to become part of the Development, (ii) cause the Adjacent Tract or any part thereof to become subject to the Declaration as hereby amended, other than with respect the specific provisions of this Paragraph 5(c) and the Adjacent Tract's right to the benefit of the easements granted in this Amendment for its benefit, (iii) impose any lien upon the Adjacent Tract for non-payment of assessment imposed on the Adjacent Tract, (iv) entitle the Association to any remedy against the Owner of the Adjacent Tract for non-payment of the assessment other than a claim for monetary damages, or (v) entitle the Owner of the Adjacent Tract to become a member of the Homeowner's Association or entitle the Owner of the Adjacent Tract to a vote on any matter coming before the Homeowner's Association. If the Adjacent Tract is subdivided into smaller lots, a portion of that assessment, equal to the amount of the assessment divided by the number of lots created from the Adjacent Tract, shall be due from each Owner of the smaller lots.

10. **Duration and Amendments:**

(a) Paragraph 2 of Article V of the Declaration are hereby deleted in their entirety and replaced with the following:

"2. **Duration and Amendments:** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Homeowners Association, its legal representatives, successors and assigns, individual Lot Owners and/or the Declarant. This Declaration may be amended at any time, except where permanent easements or other permanent rights of interests are created, or rights or interests are created in third persons, by an instrument signed by Owners of a majority of the Lots described within the Development (one vote per Lot owned) (which instrument must, during the ten (10) year period following the filing of these Covenants with the Lawrence County Register of Deed's Office, also be signed by the Declarant) and which instrument shall be placed on record where this Declaration is recorded. Notwithstanding the preceding sentence, Declarant shall retain the right to veto any amendment approved by a majority of the Owners until such time as Declarant shall have sold or conveyed 90% of the Lots within the Development. No such amendment shall be effective unless written notice of the proposed amendment is sent to every Owner and Declarant at least thirty (30) days prior to action being taken on the proposed amendment; provided that so long as Declarant owns the majority of the Lots in the Development, Declarant need only provide five (5) days' notice of the amendment to the other Owners. No change of circumstances or conditions shall amend any of the provisions of this Declaration, which may be amended only in the manner described. None of the provisions of this Declaration shall be construed as a condition subsequent or as creating a possibility of reverter."

(b) For avoidance of doubt, for purposes of determining whether a proposed amendment is consented to by majority of the Lots described within the Development, the

determination shall be calculated as a fraction, expressed as a percentage, the numerator of which is the number of Lots in the Development whose Owner consents to the amendment (it being understood that if, for example, the same party is the Owner of two (2) Lots, the consent of that party shall mean that two (2) Lots have consented even though the Owner of both lots is the same party) and the denominator shall be the total number of Lots in the Development, which, as of the date of this Amendment, is twenty-seven Lots (fifteen (15) Small Lots and twelve (12) Big Tracts).

11. **Miscellaneous.**

a. **Effect of Amendment; Entire Agreement.** Except to the extent amended or modified by this Amendment, all other terms, conditions and provisions of the Declaration are, and shall remain, in full force and effect and are ratified and confirmed. This Amendment, together with the Declaration, sets forth the entire agreement between the parties with respect to the subject matter set forth in this Amendment. In case of any inconsistency between the provisions of the Declaration and this Amendment, the provisions of this Amendment govern and control.

b. **Estoppel.** Each Owner, within 10 days of its receipt of a written request from the other Owner, shall from time to time provide the requesting Owner, a certificate binding upon the submitting Owner stating: (a) to the best of that Owner's knowledge, whether any party to the Declaration is in default of the Declaration and if so identifying the default and (b) that the Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of the certificate.

c. **Attorneys' Fees.** If suit or action is instituted to interpret or enforce the terms of the Declaration or in connection with any arbitration or mediation of any dispute, the prevailing party shall be entitled to recover from the other party the sum as the court, arbitrator, or mediator may adjudge reasonable as that party's costs and attorneys' fees, including the costs and fees incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law), and in any petition for review.

d. **Waiver of Trial by Jury.** Each Owner expressly waives any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to the Declaration, or in any way connected with, or related to, or incidental to, the dealings of the parties with respect to the Declaration, whether now existing or subsequently arising, and irrespective of whether sounding in contract, tort, or otherwise. Each Owner agrees that any claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any party may file an original counterpart or a copy of this paragraph with any court as written evidence of the consent of the other party or parties to waiver of its or their right to trial by jury.

e. **No Merger.** It is the intent of the Declarant that Declarant's initial ownership of all of the Lots in the Development shall not, as a matter of law, result in a merger of interests and shall not, as a matter of law, terminate the easements granted or reserved in this Amendment in whole or part or extinguish the restrictions declared hereunder. The easements

granted or reserved in this Amendment will not be subject to the doctrine of merger, even though the underlying fee ownership of the Development, or any parts thereof, is vested in one party or entity. Notwithstanding an Owner's ownership of more than one Lot, the easements granted or reserved hereunder shall burden and benefit each Lot individually, without merger as a result of such common ownership, and upon conveyance of a Lot so that such Lot ceases to be under common ownership, neither the Owner conveying said Lot nor the Owner acquiring said Lot shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date this Amendment is recorded in the office of the Lawrence County, South Dakota Register of Deeds.

f. No Termination of Easements. Notwithstanding anything in the Declaration to the contrary, the easements granted in Section 2 above shall run with the land and may not be terminated without the unanimous consent of all Owners of the Lots and the Adjacent Tract. Until all of the Lots are sold, the Declarant (and thereafter, the Association) shall have the right to relocate an easement so long as (i) Declarant (or the Association) obtains the written consent of the Owner of the Lot burdened by the easement, and (ii) the benefit of the easements granted under Section 2 above to the Owners shall not be materially disturbed.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, Declarant has executed this Amendment as of date first set forth above.

DECLARANT:

SPEARFISH MOUNTAIN RANCH LLC
a Delaware limited liability company

By: [Signature]
Name: Gerard J. Keating
Title: Manager

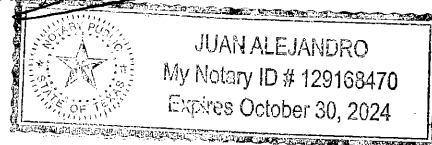
STATE OF Texas)
) SS.
COUNTY OF Dallas)

On this the 18th day of November, 2022, before me, the undersigned officer, personally appeared Gerard J. Keating, who acknowledged himself to be the manager of SPEARFISH MOUNTAIN RANCH LLC, a Delaware limited liability company, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as manager.

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

[Signature]
Notary Public

My Commission Expires: Oct 30th 2024



CONSENT OF MORTGAGEE

Nebraska Bank, f/k/a Farmers State Bank, a Nebraska banking corporation, holder of a Mortgage dated October 6, 2020 and recorded October 9, 2020 as Document Number 2020-06381 covering the Development (the "Mortgage") consents to the execution and recording of this Amendment and agrees that the Mortgage is subject and subordinate to this Amendment.

Date: November 17th, 2022

Nebraska Bank, a Nebraska banking corporation

By [Signature]

Name: Jarrod P. Hamik

Title: Sr. Vice President

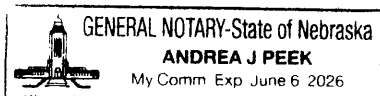
STATE OF Nebraska)
) SS.
COUNTY OF Holt)

On this the 17th day of November, 2022, before me, the undersigned officer, personally appeared Jarrod Hamik, who acknowledged himself/herself to be the Sr. Vice President Nebraska Bank, a Nebraska banking corporation, and that he/she, as such Sr. Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as Jarrod Hamik

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

[Signature]
Notary Public

My Commission Expires: June 6, 2026

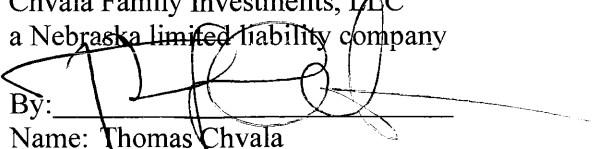


CONSENT OF MORTGAGEE

Chvala Family Investments, LLC, a Nebraska limited liability company, holder of a subordinate mortgage dated December 3, 2020 and recorded on December 7, 2020 as Document No. 2020-08032 covering the Development (the "Mortgage") consents to the execution and recording of this Amendment and agrees that the Mortgage is subject and subordinate to this Amendment.

Dated: November 17, 2022

Chvala Family Investments, LLC
a Nebraska limited liability company

By: 

Name: Thomas Chvala

Title: President

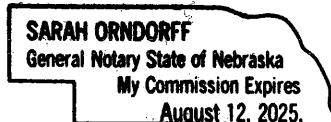
STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

On this the 17 day of November, 2022, before me, the undersigned officer, personally appeared Thomas Chvala, who acknowledged himself to be the president of Chvala Family Investments, LLC, a Nebraska limited liability company, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as president.

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


Notary Public

My Commission Expires: 8/12/25



CONSENT OF MORTGAGEE

Sundance State Bank, holder of a mortgage dated May 27, 2022 and recorded on June 1, 2022 as Document No. 2022-03576 covering that portion of the Development described as N1/2N1/2SE1/4 and the N1/2S1/2N1/2SE1/4, EXCEPTING therefrom the N1/2N1/2N1/2N1/2NE1/4SE1/4 of Section 19, Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota, referred to as Big Tract 4 herein (the "Mortgage") consents to the execution and recording of this Amendment and agrees that the Mortgage is subject and subordinate to this Amendment.

Dated: 11-17, 2022

Sundance State Bank

By: [Signature]

Name: Jerome Greger, VP

Its: Vice President

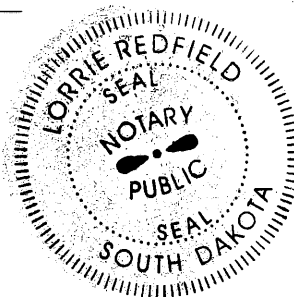
STATE OF South Dakota)
) SS.
COUNTY OF Lawrence)

On this the 17th day of November, 2022, before me, the undersigned officer, personally appeared Jerome Greger, who acknowledged himself/herself to be the Vice Pres of Sundance State Bank, a Corporation, and that he/she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself/herself as Vice President.

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

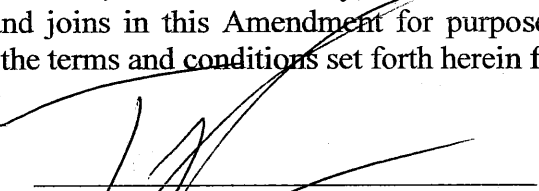
[Signature]
Notary Public

My Commission Expires: 2-10-27

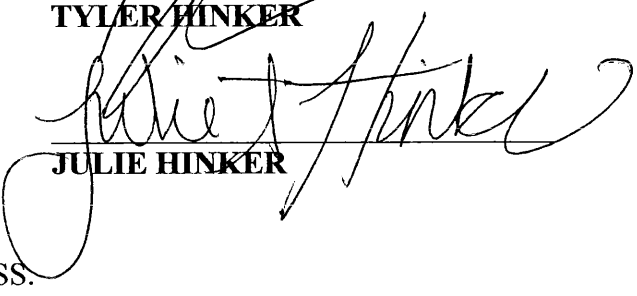


CONSENT AND JOINDER OF THE OWNER OF BIG TRACT 4

The undersigned, as Owner of the N1/2N1/2SE1/4 and the N1/2S1/2N1/2SE1/4, EXCEPTING therefrom the N1/2N1/2N1/2N1/2NE1/4SE1/4 of Section 19, Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota, referred to as Big Tract 4 herein, hereby executes and joins in this Amendment for purposes of evidencing the Owner's consent and agreement to the terms and conditions set forth herein for all purposes.



TYLER HINKER

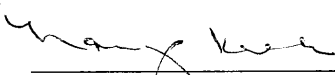


JULIE HINKER

STATE OF SD)
) SS.
COUNTY OF Pennington)

On this 17th day of November, 2022, before me, the undersigned officer, personally appeared Tyler Hinker and Julie Hinker, known to me or satisfactorily proven to be the persons 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

My Commission Expires: _____



My Commission Expires
April 1, 2028

CONSENT AND JOINDER OF THE OWNER OF BIG TRACT 7

The undersigned, the Owner of the S1/2S1/2N1/2SE1/4 and N1/2S1/2SE1/4, EXCEPTING therefrom the S1/2S1/2S1/2N1/2S1/2SE1/4, of Section 19, Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota, referred to as Big Tract 7 herein, hereby executes and joins in this Amendment for purposes of evidencing the Owner's consent and agreement to the terms and conditions set forth herein for all purposes.

EL Desert Properties LLC
a South Dakota limited liability company

By: ED Hinker
Name: Ed Hinker
Its: EL Desert Properties LLC Member

STATE OF ARIZONA)
) SS.
COUNTY OF MOHAVE)

On this the 17 day of NOVEMBER 2022, before me, the undersigned officer, personally appeared ED Hinker, who acknowledged himself to be the member of EL Desert Properties LLC, a South Dakota limited liability company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as member.

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

TERI K. PARCELLS

Notary Public

My Commission Expires: 7-23-2024

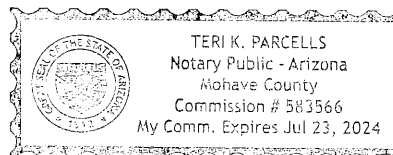


EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT

Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota:

Section 19: SE1/4NE1/4, N1/2SE1/4, N1/2S1/2SE1/4, LESS AND EXCEPT THE S1/2S1/2S1/2N1/2S1/2SE1/4.

Section 20: SW1/4 and S1/2NW1/4.

Section 20: SE1/4, EXCEPTING therefrom platted lots and dedicated streets in Whitewood Forest Addition and Whitewood Forest Addition #2, also EXCEPTING therefrom Lot Y including Lot A of the SW1/4NW1/4 of Section 21 and the unplatted portions of the SE1/4NE1/4 and N1/2SE1/4 of Section 20, all located in T6N, R4E, B.H.M., Lawrence County, South Dakota, according to Plat Document No. 2020- 5672.

Section 29:

N1/2N1/2N1/2NW1/4NW1/4,

NE1/4NW1/4 LESS AND EXCEPT THE W1/2W1/2W1/2SW1/4NE1/4NW1/4;
AND LESS AND EXCEPT THE W1/2W1/2SW1/4NW1/4NE1/4NW1/4;
AND LESS AND EXCEPT THE W1/2SW1/4NW1/4NE1/4NW1/4;

SE1/4NW1/4 LESS AND EXCEPT W1/2SW1/4SE1/4NW1/4;
AND LESS AND EXCEPT THE S1/2SW1/4NW1/4SE1/4NW1/4;
AND LESS AND EXCEPT THE W1/2NW1/4SW1/4NW1/4SE1/4NW1/4;
AND LESS AND EXCEPT THE W1/2W1/2NW1/4NW1/4SE1/4NW1/4;

NW1/4NE1/4; W1/2NE1/4NE1/4; W1/2SW1/4NE1/4; W1/2E1/2SW1/4NE1/4;
NE1/4NE1/4SW1/4NE1/4; N1/2SE1/4NE1/4SW1/4NE1/4; N1/2S1/2SE1/4NE1/4SW1/4NE1/4;
W1/2SW1/4SW1/4SE1/4NE1/4SW1/4NE1/4; W1/2W1/2W1/2E1/2SE1/4SW1/4NE1/4;
N1/2NE1/4NE1/4NE1/4; N1/2S1/2NE1/4NE1/4NE1/4; W1/2W1/2SE1/4NE1/4NE1/4;
SW1/4SW1/4NE1/4NE1/4NE1/4;

AND

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15 and common area, a subdivision of Lot Y, being portions of the SW1/4NW1/4 of Section 21, and the SE1/4NE1/4 and the N1/2SE1/4 of Section 20, all located in T.6N., R.4E, B.H.M., Lawrence County, South Dakota, recorded in the office of the Lawrence County, South Dakota Register of Deeds on October 26, 2022 as Document 2022-6899

EXHIBIT B
LEGAL DESCRIPTION OF ADJACENT TRACT

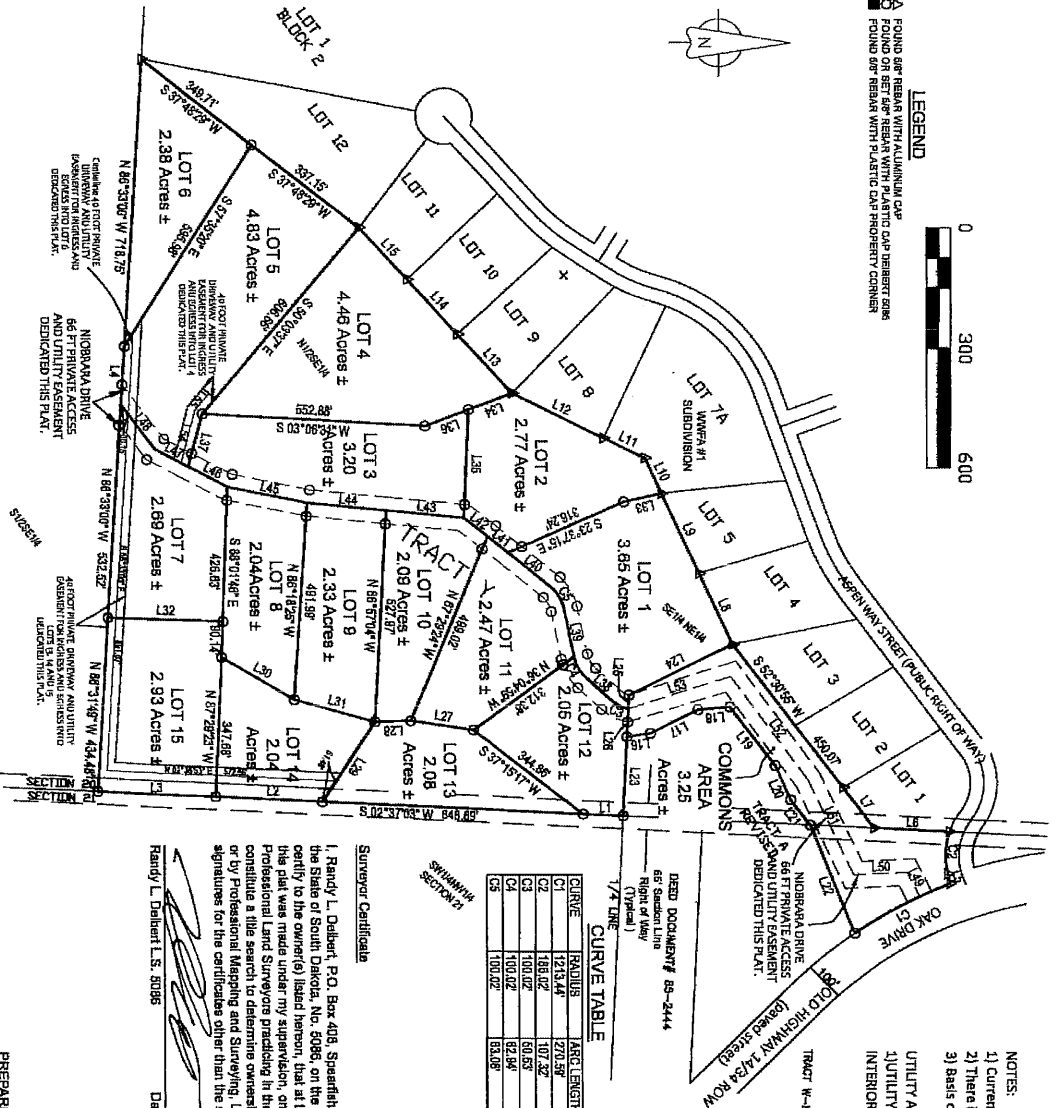
S1/2S1/2SE1/4, S1/2S1/2S1/2N1/2S1/2SE1/4 of Section 19, NE1/4 of Section 30, NW1/4NW1/4, LESS AND EXCEPT THE N1/2N1/2N1/2NW1/4NW1/4, W1/2SW1/4NW1/4NW1/4NE1/4NW1/4, W1/2W1/2SW1/4NW1/4NE1/4NW1/4, W1/2W1/2W1/2SW1/4NE1/4NW1/4, SW1/4NW1/4, W1/2W1/2NW1/4NW1/4SE1/4NW1/4, W1/2NW1/4SW1/4NW1/4SE1/4NW1/4, S1/2SW1/4NW1/4SE1/4NW1/4, W1/2SW1/4SE1/4NW1/4, E1/2NW1/4NW1/4SW1/4, NE1/4NW1/4SW1/4, E1/2SW1/4NW1/4SW1/4, NE1/4SW1/4, E1/2NW1/4SE1/4SW1/4, NE1/4SE1/4SW1/4, E1/2SE1/4SE1/4SW1/4, NW1/4NW1/4SE1/4, W1/2NE1/4NW1/4SE1/4, W1/2NW1/4NW1/4NE1/4NE1/4NW1/4SE1/4, S1/2N1/2NE1/4NE1/4NW1/4SE1/4, S1/2NE1/4NE1/4NW1/4SE1/4, SE1/4NE1/4NW1/4SE1/4, S1/2N1/2N1/2NW1/4NE1/4SE1/4, S1/2N1/2NW1/4NE1/4SE1/4, S1/2N1/2NW1/4NE1/4NE1/4SE1/4, S1/2NW1/4NE1/4NE1/4SE1/4, S1/2N1/2NE1/4SE1/4, S1/2NW1/4SE1/4, S1/2NE1/4SE1/4, SW1/4SE1/4, SE1/4SE1/4, S1/2NE1/4NW1/4SW1/4NE1/4, S1/2N1/2NE1/4SW1/4NE1/4, SE1/4NW1/4SW1/4NE1/4, SW1/4NE1/4SW1/4NE1/4, N1/2SE1/4NE1/4SW1/4NE1/4, N1/2S1/2SE1/4NE1/4SW1/4NE1/4, W1/2SE1/4SE1/4SE1/4NE1/4SW1/4NE1/4, E1/2SW1/4SW1/4NE1/4, W1/2SE1/4SW1/4NE1/4, W1/2W1/2W1/2E1/2SE1/4SW1/4NE1/4 of Section 29, All Located in Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota. Containing 545.11 Acres more or less.

EXHIBIT C
LEGAL DESCRIPTION OF SMALL LOTS

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15 and common area, a subdivision of Lot Y, being portions of the SW1/4NW1/4 of Section 21, and the SE1/4NE1/4 and the N1/2SE1/4 of Section 20, all located in T.6N., R.4E, B.H.M., Lawrence County, South Dakota, recorded in the office of the Lawrence County, South Dakota Register of Deeds on October 26, 2022 as Document 2022-6899

Exhibit D

PLAT OF LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15 AND COMMONS AREA, A SUBDIVISION OF TRACT Y, BEING PORTIONS OF THE SW1/4NW1/4 OF SECTION 21, AND THE SE1/4NE1/4 AND THE N1/2SE1/4 OF SECTION 20, ALL LOCATED IN T.6N., R.4E., B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA. (SHEET 1 OF 2)



NOTES:

- 1) Current Zoning: Suburban Residential.
- 2) There is no unplatted remainder of acreage of the TRACT Y.
- 3) Basis of Bearing NAD83(2011) SDSP North Zone

UTILITY AND IMPROVEMENT NOTES:

1) UTILITY EASEMENTS DEDICATED THIS DOCUMENT. 6 FEET ON THE INTERIOR SIDE OF ALL LOT LINES.

OWNER: SPEARFISH MOUNTAIN RANCH, LLC
C/O KEATING RESOURCES LLC
2121 N PEARL STREET, STE 300
DALLAS, TX
September 2022

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1213.44'	270.56'	1220.02'	N 71° 46' 13\"	12° 46' 36\"
C2	188.02'	101.82'	185.54'	N 07° 31' 36\"	13° 03' 23\"
C3	100.02'	50.55'	100.58'	S 27° 27' 31\"	29° 00' 12\"
C4	100.02'	52.94'	101.50'	S 59° 39' 20\"	38° 03' 16\"
C5	100.02'	63.06'	102.04'	S 90° 35' 34\"	38° 09' 07\"

Surveyor Certificate

I, Randy L. Delbert, P.O. Box 408, Spearfish, S.D. 57783, being a Registered Land Surveyor in the State of South Dakota, No. 5086, on the basis of my knowledge, information and belief, certify to the owner(s) listed herein, that at the request of the owner, the survey represented by this plat was made under my supervision, on the ground to the normal standard of care of Professional Land Surveyors practicing in the State of South Dakota, this survey does not constitute a title search to determine ownership of easements of record as performed by myself or by Professional Mapping and Surveying, L.L.C., I further state that I did not obtain the signatures for the certificates other than the surveyor certificate.

Randy L. Delbert L.S. 5086

Date

10-4-22

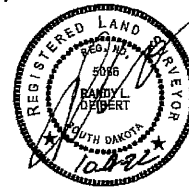


COURSE TABLE

LINE	BEARING	DISTANCE
L1	S 02° 30' 53\"	86.52'
L2	S 02° 30' 53\"	265.49'
L3	S 02° 30' 53\"	146.48'
L4	S 02° 30' 53\"	146.48'
L5	S 02° 30' 53\"	146.48'
L6	S 02° 30' 53\"	146.48'
L7	S 02° 30' 53\"	146.48'
L8	S 02° 30' 53\"	146.48'
L9	S 02° 30' 53\"	146.48'
L10	S 02° 30' 53\"	146.48'
L11	S 02° 30' 53\"	146.48'
L12	S 02° 30' 53\"	146.48'
L13	S 02° 30' 53\"	146.48'
L14	S 02° 30' 53\"	146.48'
L15	S 02° 30' 53\"	146.48'
L16	S 02° 30' 53\"	146.48'
L17	S 02° 30' 53\"	146.48'
L18	S 02° 30' 53\"	146.48'
L19	S 02° 30' 53\"	146.48'
L20	S 02° 30' 53\"	146.48'
L21	S 02° 30' 53\"	146.48'
L22	S 02° 30' 53\"	146.48'
L23	S 02° 30' 53\"	146.48'
L24	S 02° 30' 53\"	146.48'
L25	S 02° 30' 53\"	146.48'
L26	S 02° 30' 53\"	146.48'
L27	S 02° 30' 53\"	146.48'
L28	S 02° 30' 53\"	146.48'
L29	S 02° 30' 53\"	146.48'
L30	S 02° 30' 53\"	146.48'
L31	S 02° 30' 53\"	146.48'
L32	S 02° 30' 53\"	146.48'
L33	S 02° 30' 53\"	146.48'
L34	S 02° 30' 53\"	146.48'
L35	S 02° 30' 53\"	146.48'
L36	S 02° 30' 53\"	146.48'
L37	S 02° 30' 53\"	146.48'
L38	S 02° 30' 53\"	146.48'
L39	S 02° 30' 53\"	146.48'
L40	S 02° 30' 53\"	146.48'
L41	S 02° 30' 53\"	146.48'
L42	S 02° 30' 53\"	146.48'
L43	S 02° 30' 53\"	146.48'
L44	S 02° 30' 53\"	146.48'
L45	S 02° 30' 53\"	146.48'
L46	S 02° 30' 53\"	146.48'
L47	S 02° 30' 53\"	146.48'
L48	S 02° 30' 53\"	146.48'
L49	S 02° 30' 53\"	146.48'
L50	S 02° 30' 53\"	146.48'
L51	S 02° 30' 53\"	146.48'
L52	S 02° 30' 53\"	146.48'
L53	S 02° 30' 53\"	146.48'
L54	S 02° 30' 53\"	146.48'
L55	S 02° 30' 53\"	146.48'

PLAT OF LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15 AND COMMONS AREA,
A SUBDIVISION OF TRACT Y, BEING PORTIONS OF THE SW1/4NW1/4 OF SECTION 21, AND THE SE1/4NE1/4 AND THE N1/2SE1/4 OF SECTION 20,
ALL LOCATED IN T.6N., R.4E., B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA.
(SHEET 2 OF 2)

September 2022



Water Protection Statement:

Pursuant to SDCL 11-3-8.1 and 11-3-8.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.

Owner's Certificate

State of South Dakota County of Lawrence

I, GERARD J. KONTING-MANING, SPEARFISH MOUNTAIN RANCH, LLC, do hereby certify that I/we are the owners of the property shown and described hereon, that we do approve this plat as hereon shown and that development of this property shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Owners: GERARD J. KONTING-MANING Address: P.O. Box 130 Atkinson, NE 68013

Owners: _____ Address: _____

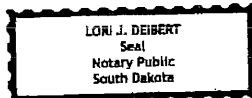
Acknowledgment of Owner

State of South Dakota County of Lawrence

On this 5 day of October, 2022, before me the undersigned Notary Public, personally appeared GERARD KONTING

known to me to be the person described in and who executed the foregoing certificate.

My commission expires: 11/9/2028 Notary Public: [Signature]



Approved by Highway Authority

Approval of the access, if any, to an abutting political subdivision highway or street:

OLIVER G. BARNER 10-17-2022

Highway or Street Authority _____ date _____

Pursuant to SDCL § 11-3-12, the County/State shall not be required to open, improve, or maintain any such dedicated right-of-way, streets, alleys, ways, commons, or other public ground solely by virtue of having approved a plat or having partially accepted any such dedication, donation or grant. No certification, approval or endorsement contained herein shall be construed as acceptance of any public right-of-way, dedicated street, alley, or road depicted or described herein, as part of the State or Lawrence County highway system.

Approval of this final plat shall expire within one hundred and twenty (120) days after the Planning Director or the County Commission signs the certificate of approval. Any approved Final Plat not recorded within one hundred and twenty (120) days is null and void. This plat will expire on the 27 day of Feb, 2023, at 5:00 p.m.

Certificate of the Planning and Zoning Board

The Lawrence County Planning and Zoning Board hereby grant approval of the final plat on this 1 day of July, 2021

[Signature] Planning and Zoning, Chair
[Signature] Planning and Zoning, Secretary

Certificate of County Auditor:

BE IT RESOLVED that the Lawrence County Board of Commissioners having examined the within plat, do hereby approve the same for recording in the Office of the Register of Deeds, Lawrence County, South Dakota.

Dated this 25 day of Oct, 2022

Signed: [Signature] Attest:
Chairman, Lawrence County Commission

[Signature] (deputy auditor)
Lawrence County Auditor



Certificate of County Treasurer

State of South Dakota County of Lawrence

I, Debra Tridle, Lawrence County Treasurer, do hereby certify that 2021 taxes which are liens upon the herein platted property have been paid. Date this 16 day of October, 2022.

Lawrence County Treasurer: Debra Tridle



Office of the County Director of Equalization
State of South Dakota County of Lawrence

I, Timothy Hodgson, Lawrence County Director of Equalization, do hereby certify that I have received a copy of this plat, dated this 21 day of October, 2022.

Lawrence County Director of Equalization: Timothy Hodgson



Office of the Register of Deeds

State of South Dakota County of Lawrence

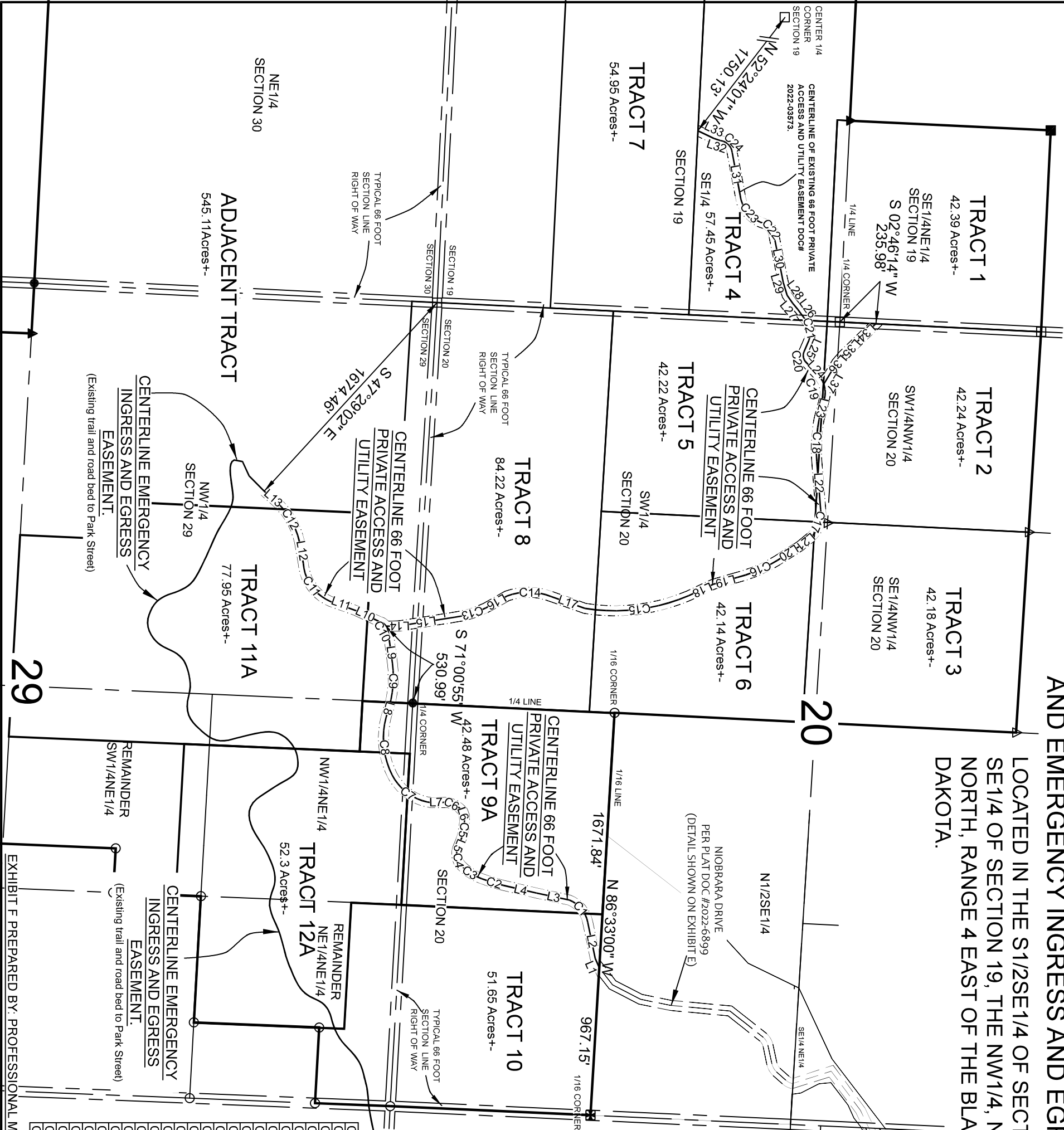
Filed for record this 21 day of October, 2022, at 2:07 p.m., and recorded in Doc. # 2022-6899

Lawrence County Register of Deeds: David Hansen Fee: \$160.00



EXHIBIT F SHOWING 66 FOOT PRIVATE ACCESS AND UTILITY EASEMENT BEING 33 FEET EACH SIDE OF CENTERLINE, AND EMERGENCY INGRESS AND EGRESS EASEMENT,

LOCATED IN THE S1/2SE1/4 OF SECTION 20, THE SW1/4NW1/4, SW1/4 OF SECTION 20, THE SE1/4 OF SECTION 19, THE NW1/4, N1/2NE1/4 OF SECTION 29, ALL LOCATED IN TOWNSHIP 6 NORTH, RANGE 4 EAST OF THE BLACK HILLS MERIDIAN, LAWRENCE COUNTY, SOUTH DAKOTA.



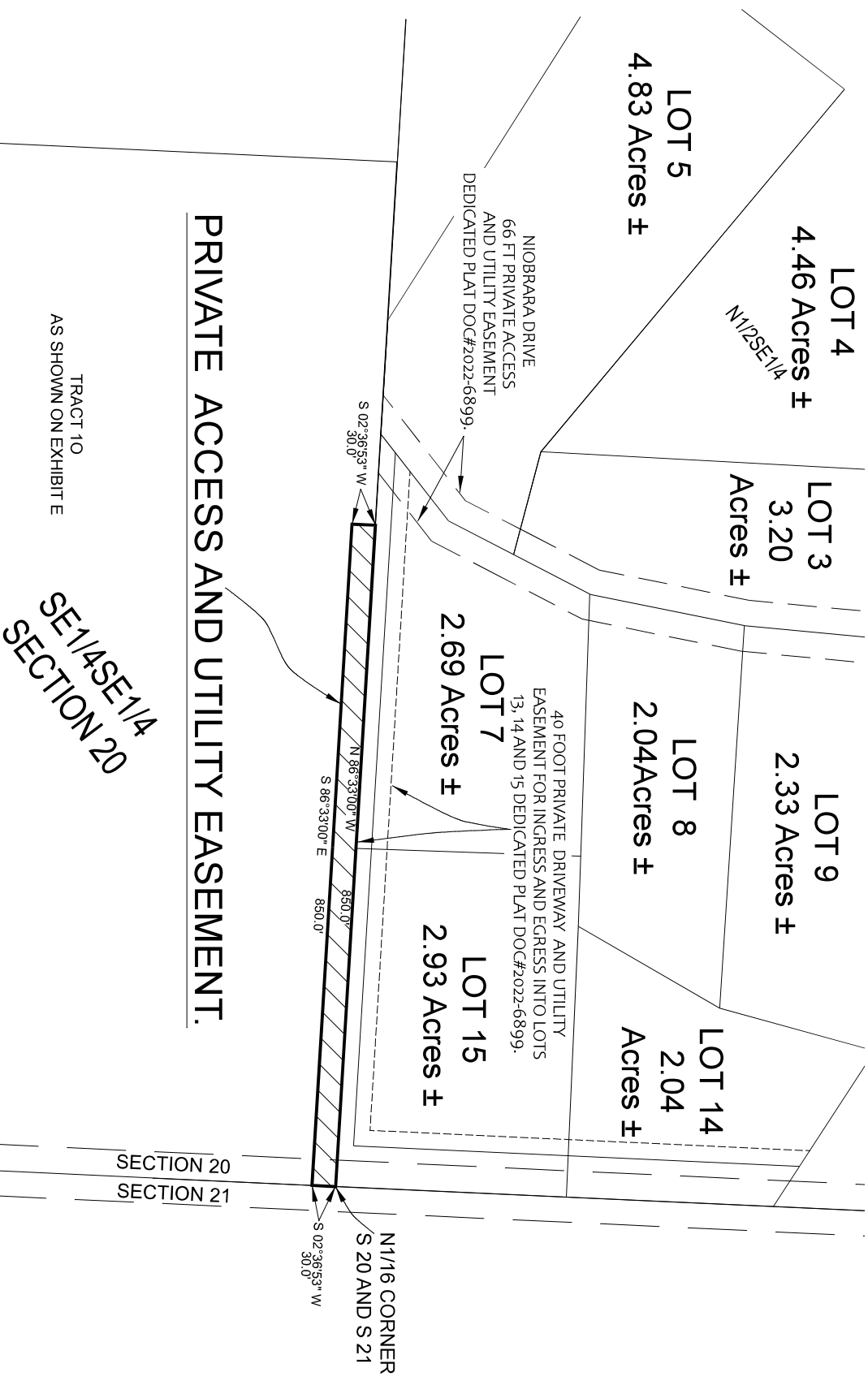
CENTERLINE COURSE TABLE

LINE	BEARING	DISTANCE
L1	S 66° 56' 23" W	67.24
L2	S 78° 15' 25" W	241.21
L3	S 12° 05' 39" W	218.82
L4	S 13° 04' 28" W	225.26
L5	N 68° 00' 33" W	35.91
L6	S 70° 50' 37" W	28.15
L7	S 01° 37' 16" E	87.19
L8	N 74° 26' 04" W	122.90
L9	S 82° 15' 48" W	220.95
L10	S 25° 09' 00" W	169.77
L11	S 19° 36' 07" W	177.27
L12	S 79° 54' 37" W	144.80
L13	S 41° 14' 02" W	108.19
L14	N 01° 16' 42" W	81.79
L15	N 08° 54' 55" W	370.42
L16	N 29° 27' 50" W	159.69
L17	N 19° 26' 39" E	234.59
L18	N 24° 51' 19" W	178.38
L19	N 15° 50' 58" W	160.90
L20	N 32° 18' 02" W	177.18
L21	N 39° 22' 52" W	88.14
L22	S 85° 22' 51" W	315.60
L23	N 75° 24' 13" W	135.61
L24	S 46° 54' 08" W	123.66
L25	N 66° 38' 13" W	83.03
L26	S 53° 43' 18" W	65.79
L27	S 50° 16' 04" W	53.21
L28	S 55° 05' 30" W	64.43
L29	S 73° 05' 42" W	89.36
L30	S 78° 52' 01" W	301.93
L31	S 79° 23' 16" W	284.60
L32	S 17° 57' 41" W	45.24
L33	S 25° 32' 03" W	116.19
L34	S 43° 54' 14" E	296.28
L35	S 49° 11' 06" E	64.64
L36	S 58° 50' 27" E	89.40
L37	S 58° 55' 34" E	75.01

CENTERLINE CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	192.93'	197.32'	188.83'	S 50° 16' 20" W	56° 35' 56"
C2	1376.05'	145.17'	145.10'	S 17° 11' 55" W	6° 02' 41"
C3	340.10'	165.75'	164.11'	S 33° 07' 06" W	27° 56' 24"
C4	109.02'	120.07'	114.09'	S 79° 46' 27" W	63° 06' 16"
C5	375.38'	182.73'	180.93'	N 80° 43' 14" W	27° 53' 28"
C6	162.07'	133.06'	129.36'	S 27° 21' 27" W	47° 02' 27"
C7	335.93'	330.38'	317.23'	S 34° 49' 50" W	56° 21' 00"
C8	535.29'	385.58'	377.30'	S 83° 48' 21" W	41° 16' 16"
C9	712.66'	239.95'	238.81'	N 87° 45' 06" W	19° 17' 28"
C10	73.23'	80.89'	76.84'	S 44° 08' 12" W	63° 17' 26"
C11	293.36'	321.64'	305.77'	S 54° 30' 22" W	62° 49' 12"
C12	500.61'	202.53'	194.14'	N 69° 40' 48" W	57° 29' 43"
C13	686.70'	212.72'	211.87'	N 16° 36' 53" W	17° 44' 55"
C14	410.79'	294.76'	288.48'	N 00° 41' 50" E	41° 06' 46"
C15	1229.13'	693.35'	684.20'	N 07° 00' 33" W	32° 19' 14"
C16	942.01'	285.31'	284.22'	N 22° 58' 03" W	17° 21' 11"
C17	201.82'	202.53'	194.14'	N 69° 40' 48" W	57° 29' 43"
C18	1045.06'	277.85'	277.03'	N 86° 55' 19" W	15° 13' 59"
C19	162.60'	170.80'	163.06'	S 75° 43' 20" W	60° 11' 07"
C20	63.12'	64.41'	61.65'	S 81° 17' 48" W	58° 27' 53"
C21	140.80'	160.60'	152.03'	S 77° 44' 55" W	65° 21' 14"
C22	97.88'	116.68'	109.89'	S 53° 01' 58" W	68° 18' 00"
C23	222.02'	257.39'	243.21'	S 49° 48' 08" W	66° 25' 21"
C24	86.80'	116.71'	108.12'	S 45° 30' 27" W	77° 02' 17"

**EXHIBIT G: SHOWING PRIVATE ACCESS AND UTILITY EASEMENT,
LOCATED IN THE SE1/4SE1/4 OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 4 EAST
OF THE BLACK HILLS MERIDIAN, LAWRENCE COUNTY, SOUTH DAKOTA.**



PRIVATE ACCESS AND UTILITY EASEMENT.

TRACT 10
AS SHOWN ON EXHIBIT E

**SE1/4SE1/4
SECTION 20**

EXHIBIT PREPARED BY: Professional Mapping and Surveying, LLC
1715 Scott Ave., Spearfish, SD 57783 605-722-8133