

AGENDA
REGULAR WHITEWOOD COUNCIL MEETING
January 20, 2026, 5:30 PM
CITY HALL

1. CALL THE MEETING TO ORDER.
2. ROLL CALL
3. APPROVE MINUTES from Regular Meeting on January 5, 2026.
4. APPROVE THE CLAIMS.
5. APPROVE DONATION TO POST-PROM STURGIS.
6. APPROVE QUOTE FOR TREE REMOVAL.
7. PURCHASE OF MINI EXCAVATOR.
8. APPROVE RESOLUTION ESTABLISHING THE SALARIES FOR 2026.
9. APPROVE APPLYING FOR SDML WORKERS COMP GRANT FOR TRENCH BOX.
10. APPROVE \$1,000 DONATION TO WHITEWOOD SENIOR CITIZEN CENTER.
11. UPDATE TO ARTICLE IX, PERSONNEL RECORDS, SECTION 9.4 PERFORMANCE EVALS.
12. DEPARTMENT REPORTS.

• Police Department	Library Board	Street Department
• Water Department	Finance Commission	Liquor Commission
• Sewer Department	Parks Department	Economic Development
• ADA Commission	Railroad Authority	NH Waste Management
• Emergency Management		Historic Dist. Commiss.
13. PUBLIC COMMENTS
14. EXECUTIVE SESSION FOR PERSONNEL MATTERS PURSUANT TO SDCL 1-25-2 (1), AND
LEGAL MATTERS PURSUANT TO SDCL 1-25-2 (3).
15. NEXT REGULAR COUNCIL MEETING - Monday, February 2, 2026, at 5:30pm
16. ADJOURN

REGULAR WHITEWOOD COUNCIL MEETING**January 5, 2026**

The Whitewood City Council met in regular session on Monday the 5th of January 2026 at City Hall. Mayor Mitch Harmon called the meeting to order at 5:30 pm, with Council members Roxie Cooper, Jeremy Noren, Sara Fitzgerald, Ken Noren, Jerry Davidson, and Shelbi Bulat present. City Attorney Fitzgerald, Police Chief Bach, Public Works Werlinger and Finance Officer Heckenlaible were also present.

Action 2026-001

Motion by J. Noren, seconded by Cooper, to approve the minutes from the regular meeting on December 15, 2025. All members present voting yes, motion carried.

Action 2026-002

Motion by Cooper, seconded by Fitzgerald, to approve the claims as presented. Roll call, all members present voting yes, motion carried.

CLAIMS- January 5, 2026**ESTIMATED WAGES –JANUARY 2026 (2 pay periods)**

MAYOR	550.00
COUNCIL	2,250.00
CITY ATTORNEY	1,000.00
BUILDING INSPECTOR	300.00
CHIEF OF POLICE- Josh Bach	4,800.00
POLICE OFFICER- Anthony Spencer	4,320.00
POLICE OFFICER- Dykes	4,000.00
POLICE OFFICER- Hebda	4,000.00
BUILDING OFFICAL- Jim Smit	2,366.10
WASTE/WATER OPERATOR- DJ Werlinger	4,150.40
WASTE/WATER OPERATOR- Derek Daniels	4,064.00
WASTE/WATER OPERATOR- John Cooper	3,857.60
LIBRARIAN – Deb Terhue	2,147.20
LIBRARY ASST.- Donna Willson	648.00
LIBRARY ASST- Sandy Huffman	648.00
LIBRARY ASST.- Racine Morgan	238.88
FINANCE OFFICER – Cory Heckenlaible	4,540.80
FINANCE & PW- Jessica Bestgen	2,374.90
TOTAL	\$46,255.88

GENERAL LEDGER

SD DEPT REVENUE & REGULATION- Garbage Tax	388.35
CITY OF WHITEWOOD- Take Deposit for Bills- Shaffer	100.00
SD RETIREMENT- Employee Retirement	6,464.60
TOTAL	\$6,952.95

GENERAL FUND

WASTE CONNECTIONS- Garbage Collection	6,462.30
SUNDANCE STATE BANK- Riley TIFD	3,384.36
SPEARFISH ELECTRIC- Hale Hall Outlet	567.64
MONTANA DAKOTA- Shop 123.02, Police 135.32, Hale Hall 228.66, City Hall 97.64	584.64
BLUEPEAK- Police 386.70, City Hall 462.43	849.13

A&B BUSINESS SOLUTIONS- Police 171.37, City Hall 238.29	409.66
ALL NET CONNECTIONS- 1 yr Exchange Online 48.00, Monthly Backup 217.79	265.78
AMAZON CAPITAL- Police 296.29, Bldg Insp 39.86, Hale Hall 35.93	372.08
RUNNINGS SUPPLY- Shop	232.46
GREAT WESTERN TIRE- Loader	191.95
FORD CREDIT- Pickup	1,237.44
REPUBLIC NATIONAL- December Liquor	2,527.45
RICHTERS TIRE & EXHAUST- Police	139.87
SD DEPT OF TRANSPORTATION- City Share Bridge Removal Project	103,660.67
SOUTHERN GLAZERS- December Liquor	824.72
WESTERN STATIONERS- City Hall	102.40
AT&T MOBILITY	435.35
LIGHTING MAINTENANCE- Exit Lights	58.52
WELLS FARGO VISA- Police 862.15, City Hall 83.90, Vision 33.52	979.57
JOHNSON SOUTH DAKOTA- December Liquor	18,517.46
BJ'S COUNTRY STORE- City Hall 45.00, Police Fuel 568.34	613.34
TOTAL	\$142,416.79

LIBRARY

MONTANA DAKOTA	26.04
BLUEPEAK	216.95
AMAZON CAPITAL	913.12
TOTAL	\$242.99

WATER/SEWER FUNDS

MONTANA DAKOTA- Generators- Booster Pump 185.94, Well 4 74.74	260.68
DANR- Annual Environmental Fees	850.00
HAWKINS CHEMICAL	179.25
WESTERN PEAKS	15.86
WELLS FARGO VISA	76.90
SONSET STATION- PW Fuel	74.00
NORTHWEST PIPE FITTINGS	148.51
ONE CALL	2.10
POSTMASTER	305.00
TOTAL	\$1,912.30

AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Water Project Loan	4,028.00
USDA RURAL DEVELOPMENT- Trunk Sewer Project	1,057.00
EFTPS- Payroll Taxes 12/26/25	
TOTAL	\$5,085.00

Action 2026-003

Motion by Cooper, seconded by J. Noren, to discuss the third amendment to the water agreement with Three Peaks Water Association (Spearfish Mountain Ranch). No action taken

Action 2026-004

Motion by J. Noren, seconded by Davidson, to not approve the third amendment to the water agreement with Three Peaks Water Association (Spearfish Mountain Ranch). Roll call, all members present voting yes, motion carried.

Action 2026-005

Motion by J. Noren, seconded by Fitzgerald, to approve the Black Hills Pioneer as the official newspaper for the City of Whitewood. All members present voting yes, motion carried.

Action 2026-006

Motion by J. Noren, seconded by Bulat, to post the Employee Manual online. Roll call. Davidson yes, Bulat yes, Cooper no, J. Noren yes, Fitzgerald yes, K. Noren yes. Motion carried.

Action 2026-007

Motion by Cooper, seconded by J. Noren, to enter into Executive Session for personnel matters pursuant to SDCL 1-25-2 (1) and legal matters pursuant to SDCL 1-25-2 (3), at 6:00 PM. All members present voting yes, motion carried.

At 6:30 PM, Mayor Harmon announced the Executive Session had ended.

There being no further business, the meeting was adjourned at 6:31 PM.

MITCHELL U. HARMON
Mayor

Attest:

CORY HECKENLAIBLE
Finance Officer

CLAIMS- JANUARY 20, 2026

GENERAL LEDGER

DELTA DENTAL- Employee Dental Insurance	554.70
HEALTH POOL OF SD- Employee Health Insurance	8,966.43
UNITED HEALTH CARE- Employee Life Insurance	46.80
TOTAL	\$9,567.93

GENERAL FUND

A&B BUSINESS SOLUTIONS- Police	59.99
A&J SUPPLY- Police 34.98, Shop 13.98, Streets 71.49	120.45
ALL TRAFFIC SOLUTIONS- Traffic Suite Support	3,825.00
AMAZON CAPITAL- Bldg Insp	51.75
BH PIONEER	169.64
BH ENERGY- HH 140.94,	
BLUEPEAK- Police 368.64, City Hall 444.01	812.66
BUTTE ELECTRIC- Exit Lights	530.60
MONTANA DAKOTA- Hale Hall 306.51, Police 193.78, City Hall 127.04, Shop 136.94	764.27
MONUMENT HEALTH- Police	100.00
PERFORMANCE AUTOMATICAS-Sander Starter	721.10
REPUBLIC NATIONAL- January Liquor	695.44
SOUTHERN GLAZERS- January Liquor	1,908.48
TOTAL	\$9,759.38

LIBRARY

A&B BUSINESS SOLUTIONS	131.95
AMAZON CAPITAL	454.37
TOTAL	\$586.32

WATER/SEWER FUNDS

A&J SUPPLY	56.60
BUTTE ELECTRIC- Booster Station 805.72, Treatment Plant 1911.88	2,717.60
DAN'S DUMPSTERS	100.00
MONTANA DAKOTA- Well 4 Gen	66.57
SD ONE CALL	1.05
TOTAL	\$2,941.82

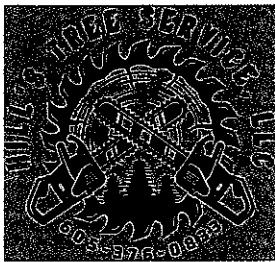
AUTOMATIC PAYMENTS

USDA RURAL DEVELOPMENT- Storm Sewer	1,226.50
USDA RURAL DEVELOPMENT- Laurel Stret Project	3,254.00
EFTPS- Payroll Taxes 01/9/26	8,199.79
TOTAL	\$12,680.29

CITY OF WHITEWOOD***VendorTransactions©**

Vendor	Comments	Proj	Batch Name	Invoice	Checks		Refer	Po Nbr	Amount
					Total	2016			
<u>2016</u>	<u>4 APRIL</u>	POST PROM			029929	4/5/2016	6694	0	\$100.00
		Cash Payment	E 101-411-4300 DONATIONS 2016 DONATION	AP4-16	2016				
<u>2015</u>	<u>3 MARCH</u>	Cash Payment	E 101-411-4300 DONATIONS 2015 DONATION	APMARR2	2015	029084	3/2/2015	5808	0
							Total	2015	\$100.00
<u>2014</u>	<u>4 APRIL</u>	Cash Payment	E 101-411-4300 DONATIONS 2014 DONATION	A-P4-21-14	2014	028364	4/21/2014	5058	0
							Total	2014	\$100.00
<u>2013</u>	<u>4 APRIL</u>	Cash Payment	E 101-411-4300 DONATIONS 2013 DONATION	A-P 04-01-13 2013		027398	4/2/2013	4062	0
							Total	2013	\$100.00
<u>2012</u>	<u>4 APRIL</u>	Cash Payment	E 101-411-4200 MISCELLANEOUS 2012 DONATION	A-P4-2	2012	026555	4/3/2012	3175	\$50.00
							Total	2012	\$50.00
		Vendor	100913	POST PROM					\$450.00

FILTER: [Vendor Nbr]=100913



ESTIMATE

Hill's Tree Service, LLC
United States

BILL TO
City of Whitewood
Cory Heckenlaible

Estimate Number: 302

Estimate Date: January 4, 2026

Valid Until: March 4, 2026

Grand Total (USD): \$1,350.00

Items	Quantity	Price	Amount
Tree Service Large Cottonwood Removal - No Clean Up - 650 Boom Lift Delivery/Rental - 700	1	\$1,350.00	\$1,350.00
		Grand Total (USD):	\$1,350.00

DJ Werlinger

From: bryce@spearfishequipment.com
Sent: Friday, January 9, 2026 8:12 AM
To: DJ Werlinger
Subject: E42 Quote

Good Morning DJ,

Please see below on pricing of the E42 you looked at earlier in the week. The extended warranty is for 2 year and 1000 hours from when it is purchased. If I remember right you said the meeting is on the 20th? Is it open to the public? We were wondering if it might be worth while of us going to it for any questions on the unit?

E42 - \$39,995
24" Bucket - \$2,000
Extended Warranty - \$4,058.75
Doc Fee - \$199
Total - \$46,252.75

Please let me know if you have any questions

Thank You

Bryce Knapp
Outside Sales
O: 605-571-1111
C: 307-689-6374
bryce@spearfishequipment.com
www.spearfishequipment.com

Spearfish
EQUIPMENT

A RESOLUTION ESTABLISHING THE SALARIES FOR 2026.

WHEREAS, SDCL 9-14-28 requires that the governing body of every municipality shall fix and determine by ordinance or resolution, the amount of all salaries and compensation of all municipal officers and the time at which the same shall be paid; and

WHEREAS, the City council shall publish the salaries for compliance with the provisions of SDCL,

NOW, THEREFORE, BE IT RESOLVED by the City council that the following resolution, repealing all prior salary and wage resolutions, be passed, and approved. The Mayor and Council shall be paid once a month, and/or all other officers and employees shall be paid bi-weekly (26 weeks) at the following yearly salary or hourly wage.

	<u>Officer/Employee</u>	<u>Yearly</u>	<u>Hourly</u>
Mayor	Harmon, Mitch	\$6,600.00	
Council	Bulat, Shelbi	\$5,400.00	
	Davidson, Jerry	\$5,400.00	
	Cooper, Roxie	\$5,400.00	
	Noren, Ken	\$5,400.00	
	Noren, Jeremy	\$5,400.00	
Building Inspector	Cooper, John	\$3,600.00	
City Attorney	Fitzgerald, John	\$6,600.00	
Finance Officer	Heckenlaible, Cory	\$28.38	
Part-time Finance/PW	Bestgen, Jessica	\$21.59	
Police Chief	Bach, Josh	\$30.00	
Police Officer	Dykes, Taylor	\$25.00	
Police Officer	Spencer, Anthony	\$27.00	
Police Officer	Hebdah, Joseph	\$25.00	
Water/Wastewater Oper	Daniels, Derek	\$25.40	
Water/Wastewater Oper	Werlinger, David	\$25.94	
Water/Wastewater Oper	Cooper, John	\$24.11	
Head Librarian	Terhune, Deb	\$19.52	
Library Aide	Smith, Olyn	\$16.43	
Library Aide	Morgan, Racine	\$15.00	
Library Aide	Willson, Donna	\$15.00	
Library Aide	Huffman, Sandra	\$13.58	
Library Aide	Walker, Esther	\$13.58	

BE IT FURTHER RESOLVED that the Mayor and Council shall determine all foregoing salaries and wages.

Dated this 20th day of January 2026.

CITY OF WHITEWOOD

BY: _____
MITCHELL U. HARMON
MAYOR

ATTEST

CORY HECKENLAIBLE
WHITEWOOD FINANCE OFFICER

Eligibility Requirements:

Eligibility: Applicant must be a current member of the SDML WCF:

1. as of the date of the application
2. in the year the grant will be awarded
3. in the year the grant check is delivered

Application Guidelines:

The SDML WCF has the discretion in approving or denying any, all, or a portion of the grant applications. A member may apply once per calendar year and the grant only applies to one new piece of equipment. Only new equipment is eligible for the grant. Used or refurbished equipment is not eligible for the grant. Eligible equipment must be ordered in the grant year. Purchases made or orders placed prior to or after the grant year are not eligible for the current grant year.

The grant will pay 50% of the cost of the equipment with a maximum grant award of \$5,000.

The recipient will be required to pay the invoice in full, then provide a copy of the entity's cleared check and a copy of the paid invoice. Then the SDML WCF will issue the grant check payable to the grant recipient.

All applications must include the following completed information:

Iron Lot, LLC

2731 Huffman Mill Rd
 Burlington
 North Carolina
 United States 27215

Quote

Valid Until: Dec 30, 2025

Customer:

City of Whitewood
 1025 Meade Street
 Whitewood SD 57793
 United States

SHIP TO:

57793

Account Name: City of Whitewood
 Contact Name: DJ Werlinger



S.No.	Product Details	Quantity	List Price	Amount	Discount	Total
1	Corner End Post Length 72" Weight 37 lb	4	\$ 630.00	\$ 2,520.00	\$ 1,083.60	\$ 1,436.40
2	MAPS-Yellow Panels 2' x 6' Weight: 76 lb	6	\$ 1,140.00	\$ 6,840.00	\$ 2,941.20	\$ 3,898.80
3	Adjustable Spreader 35"-48" Weight: 50 lb	4	\$ 570.00	\$ 2,280.00	\$ 980.40	\$ 1,299.60
4	Set of 4 Lifting Lugs - SD (PS)	1	\$ 400.00	\$ 400.00	\$ 172.00	\$ 228.00
5	Pin & Keeper 5/8" X 4 1/4 HITCH PIN W/ CLIP	48	\$ 16.00	\$ 768.00	\$ 330.24	\$ 437.76
6	Shipping	1	\$ 425.00	\$ 425.00	\$ 0.00	\$ 425.00
7	Leg Set - Steel Yellow Legs Powder Coated (PS)	1	\$ 750.00	\$ 750.00	\$ 322.50	\$ 427.50
						Sub Total \$ 13,983.00
						Your Discount \$ 5,629.94
						Tax \$ 0.00
						Adjustment \$ 0.00
						GRAND TOTAL \$ 8,153.06

Terms and Conditions

Iron Lot, LLC
2731 Huffman Mill Rd
Burlington
North Carolina
United States 27215

Quote

Valid Until: Dec 30, 2025

Customer:
City of Whitewood
1025 Meade Street
Whitewood SD 57793
United States

SHIP TO:

57793

Account Name:**City of Whitewood**
Contact Name:**DJ Werlinger**

S.No.	Product Details	Quantity	List Price	Amount	Discount	Total
1	Corner End Post Length 72" Weight 37 lb	4	\$ 630.00	\$ 2,520.00	\$ 1,083.60	\$ 1,436.40
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4	Set of 4 Lifting Lugs - SD (PS)	1	\$ 400.00	\$ 400.00	\$ 172.00	\$ 228.00
5	Pin & Keeper 5/8" X 4 1/4 HITCH PIN W/ CLIP	48	\$ 16.00	\$ 768.00	\$ 330.24	\$ 437.76
6	Shipping	1	\$ 425.00	\$ 425.00	\$ 0.00	\$ 425.00
						Sub Total \$ 13,233.00
						Your Discount: \$ 5,507.44
						Tax \$ 0.00
						Adjustment \$ 0.00
						GRAND TOTAL \$ 7,725.56

Terms and Conditions

ALLEN TRENCH SAFETY CORPORATION
PO BOX 9
Dowling, MI 49050 US
Katie@allentrenchsafety.com

Estimate

ADDRESS
DJ Werlinger
City of Whitewood
1025 Meade St.
Whitewood, SD 57793 USA

SHIP TO
DJ Werlinger
City of Whitewood
1025 Meade St.
Whitewood, SD 57793 USA

ESTIMATE # 7618 DATE 07/15/2025

7618 07/15/2025

STATE
SD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	6x8 Aluminum Panel Shield	1	7,540.84	7,540.84T
	33-42 Adj. Square Tube (set of 4)	1	1,142.84	1,142.84T
	Strut Pin (set of 8)	1	145.85	145.85T
	Freight	1	1,039.00	1,039.00T
	Shipping Contact: DJ Werlinger 605-639-0393			T

Lead Time: 3 Weeks
QUOTE IS VALID FOR 7 DAYS

SUBTOTAL	9,868.53
TAX (0%)	0.00
TOTAL	\$9,868.53

Accepted By

Accepted Date

ARTICLE IX

PERSONNEL RECORDS

9.4 Performance Evaluations

Performance evaluations are designed to provide the employee with a record of their performance, to encourage professional growth, and to promote communication between the supervisor and employee. The performance evaluation will be the responsibility of the employee's supervisor. Department Heads shall be evaluated jointly by the Mayor and respective City Council Members assigned to their department. Performance evaluations are a continuous process. Evaluators should carry out informal, regular discussions with their employees throughout the year and summarize progress more formally in writing in the annual performance evaluation. Performance evaluations will be completed before the conclusion of the employee's training period to ensure the employee understands expectations of job performance and once each year thereafter prior to the end of December.

If an employee receives a performance evaluation with an overall score of "does not meet standards," that falls below "meet expectations." the employee will be put on a performance improvement plan (PIP) and given time to correct their performance deficiencies. The employee must demonstrate a willingness and ability to meet and maintain the conduct and work requirements specified by the supervisor and the City. The length of time will depend on the performance improvement requirements and the department head/supervisor's recommendation. When the employee is re-evaluated, their performance must be raised and then maintained at a rating of "meet standards expectations" or "exceptional/superior exceeds expectations/outstanding" for continued employment.

The performance evaluations are tailored to each employee's position with specific standards and expectations. The purpose of the evaluation is to commend and acknowledge the employee's strengths, address weaknesses, suggest ways to improve, and discuss employee goals and objectives. Employees are encouraged, although it is completely voluntarily, to submit a self-assessment to their supervisor prior to their designated meeting. Department heads are required to submit a self-assessment. Self-assessments may be considered in developing a final year end rating for the employee. Self-assessments provide valuable insight into the employee's accomplishments, goals met, certifications achieved, classes and/or trainings attended, and to open a dialogue regarding the employee's performance. Performance evaluations will be conducted in a private meeting between the employee and their supervisor. At conclusion of the meeting, employees will be asked to sign their performance evaluation and receive a copy for their records. Signing does not imply agreement with the evaluation, but that the agreement and its documentation/information was communicated and/or discussed with

the employee. Performance evaluations cannot be postdated. The original signed performance evaluation will be kept in the City Finance Office.

	Balance 11/30/2025	REVENUE	EXPENSES	Balance 12/31/2025
<u>CASH COMPUTER</u>				
GENERAL FUND	1,449,599.60	93,343.94	(102,049.03)	1,440,894.51
LIBRARY	68,363.16	170.98	(10,242.80)	58,291.34
3RD CENT SALES TAX	49,383.05	2,899.65	(965.36)	51,317.34
ADDITIONAL TAX FUND	55,635.30	120.00	0.00	55,755.30
DEBT SERVICE	48,153.56	0.00	(31,595.00)	16,558.56
TIFD FUND	10,383.21	3,384.36	(3,384.36)	10,383.21
ECONOMIC DEVELOPMENT	54,917.56	1,036.38	0.00	55,953.94
CAPITOL PROJECT	-1,509,017.53	0.00	(12,613.50)	(1,521,631.03)
WATER	131,182.45	25,109.49	(19,634.47)	136,657.47
SEWER	591,215.39	38,762.66	(11,837.35)	618,140.70
Total Cash Per Computer	\$949,815.75	\$164,827.46	(192,321.87)	922,321.34

CASH BANK

HIGHMARK F.C.U. ST SWR	14,203.06	14,203.06
PIONEER SAVINGS WATER	48,798.85	48,817.60
PIONEER SAVINGS ST ASSESS	31,978.85	31,991.14
PIONEER SAVINGS TRUNK SEW	15,549.24	15,554.87
PIONEER REG SAVINGS	208.74	208.77
PIONEER OPERATING ACCT	574,993.58	490,796.23
LESS O/S CHECKS	(21,917.18)	(2,534.48)
PLUS DEP IN TRANSIT	1,931.43	37,601.93
NSF CHECKS	0.00	0.00
N.M. CHECKS CLEARED	429.89	1,199.69
Total Cash Per Bank	\$666,176.46	\$637,838.81

Investments

	INTEREST	
LPL FINANCIAL	283,639.29	284,482.53
Total Investments	\$283,639.29	\$284,482.53
LOSS/GAIN	\$843.24	

Total Cash Per Bank**\$949,815.75****\$922,321.34****Petty Cash:**

LIBRARY	\$50.00	\$50.00
WATER	\$150.00	\$150.00
POLICE	\$100.00	\$100.00
Total Petty Cash	\$300.00	\$300.00

Letter of Support for Deb Terhune, Director of Whitewood Public Library

To Whom It May Concern,

I am pleased to offer my strong support for Deb Terhune, Director of the Whitewood Public Library. I have had the privilege of working closely with Deb through my role with the Whitewood Chamber of Commerce, where the Library is an active Chamber member and a deeply embedded, community-supported institution.

In our collaboration, Deb consistently demonstrates exceptional attention to detail and a disciplined commitment to follow-through. Whether coordinating joint initiatives, promoting community programming, or aligning outreach efforts, she approaches each project with care, precision, and accountability. Her ability to move ideas from concept to execution, while ensuring nothing falls through the cracks, is one of her defining strengths.

Deb brings a rare balance of compassion and rigor to her leadership. She is deeply thoughtful about inclusive and diverse programming, ensuring the Library remains welcoming and relevant to patrons of all ages, interests, and backgrounds. She actively seeks feedback from her staff on guest speakers, exploratory topics, and programming ideas, valuing their insight and fostering a culture of shared ownership and continuous improvement.

Equally important is Deb's instinctive awareness of the environmental temperature of her core audience. She stays attuned to community needs, interests, and sensitivities, adapting programming to remain both engaging and appropriate. This responsiveness has helped position the Whitewood Public Library as not just a resource, but a trusted gathering space for learning, dialogue, and connection.

Deb is fair, principled, and exacting in her expectations, not for the sake of control, but out of a genuine commitment to serving her constituents well. She holds herself and her team to high standards because she understands the responsibility the Library carries within the community and the impact it can have when operated with intention and excellence.

Beyond her professional role, Deb is deeply involved in the broader Whitewood community. She is a consistent supporter of local charities and community organizations, including the Senior Center, Whitewood Elementary School, the Volunteer Fire Department, and the Ambulance Service. Her involvement is personal and authentic, reflecting a genuine dedication to the wellbeing of the community she serves.

Deb Terhune is a trusted leader, a collaborative partner, and a steadfast advocate for community-centered service. Whitewood is fortunate to have her at the helm of its Public Library, and I offer my strongest recommendation in support of her continued leadership and contributions.

Sincerely,



President, Whitewood Chamber of Commerce
Whitewood, South Dakota

THIRD AMENDMENT TO WATER SERVICE AGREEMENT

This Third Amendment to the Water Service Agreement ("Amendment") between Three Peaks Water Association, LLC, a South Dakota limited liability company (the "Water Association"), and the City of Whitewood, a municipal corporation organized under the laws of the State of South Dakota (the "City") is dated January ____, 2026.

Background:

- A. The Water Association (as successor to Spearfish Mountain Ranch LLC ("SMR")) and the City are parties to that certain Amended and Restated Spearfish Mountain Ranch LLC Water Service Agreement dated January 19, 2023 as amended by First Amendment to and Assignment of Water Service Agreement dated December 18, 2023 and then further amended by the Second Amendment to Water Service Agreement dated February 27th 2024 (collectively, the "Water Service Agreement") under which the City agreed to provide water to the property described in the Water Service Agreement under the terms and conditions stated in the Water Service Agreement. The Water Agreement resulted from SMR and the City working together to secure SMR's right to purchase water for the benefit of certain residential communities created by SMR and located adjacent to or in the vicinity of the City.
- B. Omitted from all of the aforementioned documents above is the fact that a booster pump was required in order to deliver water from the City's source to the Association's storage tanks for distribution, and therefore Spearfish Mountain Ranch, LLC, predecessor in interest to Three Peaks Water Association, LLC, constructed and installed, a "Pump House," also known as a "Booster Station," (referred to in this document as "Pump House") between the City of Whitewood Reservoir and the Association's master meter, at its own cost and expense, for the benefit of the property described in the Water Service Agreement.
- C. The City of Whitewood has incurred electrical bills, repair bills and otherwise has sustained damage to the building by virtue of vandalism committed against the building. The City intends to purchase and install a security system to guard against

damage in the future. To date the City of Whitewood has incurred total costs of \$19,880.02. This represents \$15,232.26 in electrical expenses, \$675.63 in regular repairs, \$172.43 in supplies and the cost of a security camera system, in the amount of \$3,799.97.

- D. Unrelated from the expenses, the City of Whitewood was under the incorrect assumption that the Water Association owned the pump house or held the pump house in trust until a certain number of incidental construction items were completed. At the time in which these items were completed the City would accept ownership. These incidental items are commonly known as "punch list items." The Water Association never believed it owned or held the Pump House in trust for the City of Whitewood but rather believed the City always owned the pump house.
- E. The President of the Board of Directors of the Water Association was not aware of the damage to the Pump House. The Water Association believes the Pump House should not be an expense to the City of Whitewood.
- F. Therefore the Three Peaks Water Association and the City of Whitewood desire to modify the Water Service Agreement to address the matters described above and any other related or agreed-upon modifications as hereinafter set forth.

Agreement

In consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree and covenant as follows:

COSTS:-

1a. Electrical Costs: At each regular billing cycle, the City of Whitewood shall invoice the Water Association for reimbursement of the Pump House's separately metered electrical costs as billed by the electric utility provider, without markup. The City will pay the electrical costs and then send an invoice along with a copy of the electrical provider's bill to the Water Association. The Water Association shall then remit payment to the City of Whitewood by check or ACH for reimbursement of that cost within 30 days of receipt of the City's invoice.

1b. Regular Repair and Supply Costs: The City of Whitewood shall maintain, repair, and replace the Pump House and all components thereof as necessary to keep them in good working order and in accordance with good industry practice

for potable water system facilities, subject to reimbursement to the extent provided herein. Any regular repair or regular maintenance costs or supply costs of the pump house will be paid promptly by the City. Within 30 days of payment, the City of Whitewood will invoice the Water Association for reimbursement of the City's reasonable costs. Each invoice shall be accompanied by copies of paid invoices documenting the costs incurred. If the City reasonably anticipates that the cost of any single repair or replacement will exceed \$5,000.00 [FIVE THOUSAND DOLLARS AND ZERO CENTS, the City shall consult with the Association before proceeding with such repair or replacement. The Water Association will provide reimbursement to the City within 30 days of receipt of the City's invoice. "Regular repair or regular maintenance costs" means all costs for repairing, maintaining, or replacing components of the Pump House that were installed on or before January 1, 2025, and that require service or replacement in the ordinary course during the useful life of the Pump House. "Supply costs" means costs for items consumed within 12 months by virtue of the operation of the pump house.▪

1c. Extraordinary Costs: The addition of new equipment or fixtures which does not replace existing equipment, which was installed by January 1, 2025 will be paid for by the City of Whitewood without reimbursement from the Water Association.

1d. Insurance/Casualty: The City of Whitewood shall maintain property and liability insurance adequate to cover the Pump House, its equipment and operations, naming the Association as an additional insured, beginning immediately after this agreement is signed. In the event of a casualty to the Pump House, the City shall, at its sole cost and expense and without reimbursement from the Association, repair or replace the Pump House as necessary to continue providing water services in accordance with the Water Service Agreement, as hereby amended.

1e. Historical Expenses: Notwithstanding the definitions and provisions of this Amendment the Water Association has agreed to pay the City of Whitewood its past expenditures in the amount of \$19,880.02. This represents \$15,232.26 in electrical expenses, \$675.63 in regular repairs, \$172.43 in supplies and the cost of a security camera system totaling \$3,799.97. The Water Association agrees to pay this amount in full within 12 twelve months after the signing of this amendment.▪

1f. Quit Claim: The Water Association quit claims any and all right title in interest in the Pump House including the physical structure in which it is housed and all

related fixtures and equipment. Execution of a formal and recordable Quit Claim Deed shall follow the execution of this agreement. The Quit Claim deed is meant to formalize and terminate any claim of ownership or control Three Peaks Water Association, its successors or predecessors in interest would have as to the Pump House, and any of its fixtures. Although the Pump House is located on City-owned property, the Quit Claim Deeds are being executed as a precautionary measure to eliminate any residual misunderstanding that may have arisen from the fact that the Association funded its construction.

2. Binding Effect. This Amendment is binding on and will inure to the benefit of the parties hereto and their respective successors and assigns. This amendment leaves all provisions of the previous agreements which do not specifically conflict with this amendment intact.

2a. Recording: A memorandum of this the Water Services Agreement as amended by this Amendment in the form attached to this Amendment as Exhibit A, as well as the quit claim deed, shall both be recorded in the Lawrence County Register of Deeds Office by the City Attorney for the City of Whitewood immediately after both documents have been executed.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the state of South Dakota.

4. Severability. In the event any section, or any sentence within any section, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or section shall be deemed severed from the remainder of this Amendment and the balance of this Amendment shall remain in full force and effect.

5. Term. The term of the water agreement is modified to be a perpetual agreement and not a 10 year agreement with rights to extend. The City however retains the right to reduce water services in the event of a City shortage under the terms provided for in the Water Service Agreement.

5a. Water Quantity Guarantee: The City covenants that it shall at all times maintain the quantity of water entering the pump house from the City's water storage necessary to ensure that the pump house is able to deliver 250 two-hundred fifty (250) gallons per minute of water to the Association's meter, and (500) five-hundred

gallons per minute when the pump system so requires for maintenance of adequate pressure, except during periods when the City is unable to furnish such quantity due to a disruption or insufficiency in the City's own water system. This flow-rate covenant is measured at the pump house to the Association's meter. The City further covenants that it shall not agree to furnish water from this pump house to any other party if doing so would compromise the City's ability to maintain the 250-500 gallons-per- minute delivery capacity.

5b. Separate Meter: Any water sold, delivered, purchased or transferred to any party from the pump house shall be separately metered and shall not result in any increased costs or reduction in quality of the water sold to the Water Association. If the City provides water from the Pump House to any other party, the City shall promptly notify the Association, and the parties shall agree on a fair and equitable revised allocation of costs previously borne solely by the Association, to reflect that the Association is no longer the exclusive beneficiary.

6. Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Amendment that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument. A copy of this Amendment sent by executed by pdf or by electronic signature such as, by way of example only, DocuSign or Adobe Sign, shall be deemed an original for all purposes and the electronic signature of a party shall have the same effect as an original signature.

[The Signature Page Follows]

Signed:

Three Peaks Water Association, LLC, a
South Dakota limited liability company

By: Gerard J. Keating
President, Board of Directors

CITY OF WHITEWOOD, a South Dakota
Municipal Corporation

By: Mitch Harmon
The City of Whitewood
Its Mayor

ATTEST

By:

City Finance Officer

EXHIBIT A
MEMORANDUM OF WATER SERVICES AGREEMENT

REFERENCE ATTACHED DOCUMENT

Prepared by:

John M. Fitzgerald
PO Box 1231
Rapid City, SD 57709-1231
Phone 605 519 1118
john@cityofwhitewoodattorney.com

MEMORANDUM OF WATER SERVICE AGREEMENT

THIS MEMORANDUM OF WATER SERVICE AGREEMENT (“Memorandum”) is made as of the ____ day of January, 2026, by and between the **City of Whitewood**, a municipal corporation organized under the laws of the State of South Dakota (“**City**”), and **Three Peaks Water Association, LLC**, a South Dakota limited liability company (“**Association**”), successor to Spearfish Mountain Ranch LLC.

1. **Purpose.** This Memorandum is executed solely for the purpose of giving public notice of the existence of the Spearfish Mountain Ranch, LLC Water Service Agreement, dated October 21, 2021, Amended and Restated Spearfish Mountain Ranch LLC Water Service Agreement dated January 19, 2023, as amended by First Amendment to and Assignment and Assumption of Water Service Agreement dated December 18, 2023; Second Amendment to Water Service Agreement dated February 27, 2024; and Third Amendment to Water Service Agreement dated January ___, 2026 (collectively, the “**Water Service Agreement**”).

2. **Property Affected.** The Water Service Agreement establishes a defined service area within which the City is obligated to provide water service, all as more fully set forth in Water Service Agreement. Certain owners of parcels located within the service area have elected to sign this Memorandum solely to consent to the recording of this Memorandum against their respective parcels, for the limited purpose of providing constructive notice of Water Service Agreement as it relates to those parcels. By signing this Memorandum, no owner assumes any obligations or grants any rights beyond those already existing under Water Service Agreement. The legal descriptions of the parcels for which recordation consent has been provided are attached hereto as **Exhibits A through C** and incorporated herein by reference.

3. **Key Provisions of Water Service Agreement.** The following are summaries of selected covenants of the City contained in the Water Service Agreement; they are illustrative only and are not intended to enumerate all covenants or obligations:

a. **Potable Water Supply.** The City is obligated to sell and deliver potable water to the Association that meets the same standards as water delivered within the City limits.

b. **Number of Connections.** The Water Association shall be entitled to a minimum of 133 water connections within the service area covered by the Water Service Agreement.

c. Perpetual Term. The term of the Water Service Agreement is perpetual.

d. Water Quantity Guarantee. The City covenants that it shall at all times maintain the quantity of water entering the pump house from the City's water storage necessary to ensure that the pump house is able to deliver 250 two-hundred fifty (250) gallons per minute of water to the Association's meter, and (500) five-hundred gallons per minute when the pump system so requires for maintenance of adequate pressure, except during periods when the City is unable to furnish such quantity due to a disruption or insufficiency in the City's own water system. This flow-rate covenant is measured at the pump house to the Association's meter. The City further covenants that it shall not agree to furnish water from this pump house to any other party if doing so would compromise the City's ability to maintain the 250-500 gallons-per minute delivery capacity.

4. No Obligations Imposed on Lot Owners. The Water Service Agreement is an agreement solely between the City and the Association, and this Memorandum is being recorded for the limited purpose of providing public notice of that agreement so that current and future owners of lots within the defined service area are aware of the source of their water service. Nothing contained in this Memorandum, nor in its recordation, shall be construed as imposing any obligations of the Association under the Water Service Agreement upon any owner of a lot within the service area. This Section 4 shall not be construed to relieve any owner from its separate obligation to the Water Association to pay for water service furnished to its individual property.

5. No Expansion of Obligations. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Water Service Agreement, the terms of which are incorporated herein by reference. In the event of any inconsistency between the terms of the Water Service Agreement and this instrument, the terms of the Water Service Agreement shall prevail.

[The Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

CITY OF WHITEWOOD, a South
Dakota Municipal Corporation

By: Mitch Harmon
The City of Whitewood Its
Mayor

ATTEST

By:

City Finance Officer

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared Mitch Harmon, Mayor of the City of Whitewood, a South Dakota municipal corporation, and Cory Heckenlaible, its Chief Finance Officer, who acknowledged themselves to be the duly authorized officers of said municipal corporation and that they, as such Mayor and Chief Finance Officer, being authorized to do so, executed the foregoing instrument on behalf of the City of Whitewood for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

THREE PEAKS WATER ASSOCIATION, LLC,
a South Dakota limited liability company

By: Gerard J. Keating
President, Board of Directors

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared Gerard Keating, known to me or satisfactorily proven to be the Manager of Three Peaks Water Association, LLC, a South Dakota limited liability company, and acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of the company.

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

Notary Public
(SEAL)
My Commission Expires: _____

**CONSENT OF
SPEARFISH MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC.
(ON BEHALF OF SPEARFISH MOUNTAIN RANCH)**

Spearfish Mountain Ranch Homeowners Association, Inc., a South Dakota nonprofit corporation (the “**Association**”), acting by and through its duly authorized officers and in its representative capacity on behalf of all property owners within the development commonly known as Spearfish Mountain Ranch, which is legally described on Exhibit A hereto (the “**Development**”), hereby executes this Consent for the purpose of evidencing its approval of the recording of the Memorandum against the Development and acknowledging that the Memorandum may encumber the Development in accordance with its terms.

IN WITNESS WHEREOF, the Association has caused this Consent to be executed by its duly authorized officer as of the _____ day of _____, 2026.

SPEARFISH MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC.,
a South Dakota nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Spearfish Mountain Ranch Homeowners Association, Inc., a South Dakota nonprofit corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

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

Notary Public
(SEAL)
My Commission Expires: _____

**CONSENT OF SPEARFISH MOUNTAIN RANCH LLC
(ON BEHALF OF THREE PEAKS RANCH)**

Spearfish Mountain Ranch LLC, a Delaware limited liability company (the “**Declarant**”), holder of declarant rights under that certain Three Peaks Ranch Declaration of Restrictive Covenants dated March 6, 2024, recorded March 8, 2024 in the Office of the Lawrence County Register of Deeds as Document No. 2024-00945, as amended (the “**Declaration**”), and acting pursuant to the authority granted to Declarant therein, hereby executes this Consent for the purpose of evidencing its approval of the recording of the foregoing Memorandum against the property subject to the Declaration, which is commonly known as “Three Peaks Ranch” or “Three Peaks Estates” and is legally described on Exhibit B hereto (the “**Development**”) and acknowledging that the Memorandum may encumber the Development in accordance with its terms.

IN WITNESS WHEREOF, Declarant has caused this Consent to be executed by its duly authorized representative as of the _____ day of _____, 2026.

SPEARFISH MOUNTAIN RANCH LLC,
a Delaware limited liability company

By: _____
Name: Gerard Keating
Title: Manager

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared Gerard Keating, known to me or satisfactorily proven to be the Manager of Spearfish Mountain Ranch LLC, a Delaware limited liability company, and acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of the company.

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

Notary Public
(SEAL)
My Commission Expires: _____

**CONSENT OF
WILDFLOWER ESTATES HOMEOWNERS ASSOCIATION, INC.
(ON BEHALF OF WILDFLOWER ESTATES)**

Wildflower Estates Homeowners Association, Inc., a South Dakota nonprofit corporation (the "Association"), acting by and through its duly authorized officers and in its representative capacity on behalf of all property owners within the development commonly known as Wildflower Estates, which is legally described on Exhibit C hereto (the "Development"), hereby executes this Consent for the purpose of evidencing its approval of the recording of the Memorandum against the Development and acknowledging that the Memorandum may encumber the Development in accordance with its terms.

IN WITNESS WHEREOF, the Association has caused this Consent to be executed by its duly authorized officer as of the _____ day of _____, 2026.

Wildflower Estates Homeowners Association, Inc.,
a South Dakota nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF SOUTH DAKOTA)
: ss
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Wildflower Estates Homeowners Association, Inc., a South Dakota nonprofit corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

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

Notary Public
(SEAL)
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF SPEARFISH MOUNTAIN RANCH

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 Tract Y including Tract A of the SW1/4NW1/4 of Section 21 and the unplatte 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; W1/2W1/2E1/2SE1/4SW1/4NE1/4;
N1/2NE1/4NE1/4NE1/4; N1/2S1/2NE1/4NE1/4NE1/4; W1/2W1/2SE1/4NE1/4NE1/4;
SW1/4SW1/4NE1/4NE1/4NE1/4;

AND

Tract Y including Tract A of the SW1/4NW1/4 of Section 21 and the unplatte 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.

EXHIBIT B
LEGAL DESCRIPTION OF THREE PEAKS RANCH

Section 19: S1/2S1/2S1/2NW1/4SW1/4SE1/4, S1/2S1/2SW1/4NE1/4SW1/4SE1/4, SW1/4SW1/4SE1/4, NW1/4SE1/4SW1/4SE1/4, NW1/4NE1/4SE1/4SW1/4SE1/4, S1/2NE1/4SE1/4SW1/4SE1/4, S1/2SE1/4SW1/4SE1/4, SW1/4SW1/4SE1/4, S1/2NE1/4NE1/4NE1/4SW1/4SE1/4SE1/4, S1/2N1/2NW1/4NW1/4SE1/4SE1/4, SE1/4NE1/4NE1/4SW1/4SE1/4SE1/4, S1/2N1/2N1/2SE1/4SE1/4SE1/4, NE1/4SE1/4NE1/4SW1/4SE1/4SE1/4, S1/2N1/2SE1/4SE1/4SE1/4, S1/2S1/2N1/2SW1/4SE1/4SE1/4, S1/2S1/2SE1/4SE1/4;

Section 30: S1/2S1/2NE1/4NE1/4, SE1/4NE1/4;

Section 29: S1/2N1/2N1/2NW1/4NW1/4, W1/2SW1/4NW1/4NW1/4NE1/4NW1/4, S1/2N1/2NW1/4NW1/4, S1/2NW1/4NW1/4, SW1/4NW1/4NE1/4NW1/4, SW1/4NW1/4, NW1/4NW1/4SE1/4NW1/4, S1/2NE1/4NW1/4SE1/4NW1/4, S1/2NE1/4NE1/4SE1/4NW1/4, S1/2N1/2N1/2SW1/4NE1/4, S1/2NW1/4SE1/4NW1/4, S1/2N1/2SW1/4NE1/4SE1/4NW1/4, S1/2SW1/4NE1/4SE1/4NW1/4, SE1/4NE1/4SE1/4NW1/4, S1/2NW1/4SW1/4NE1/4, 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, S1/2SE1/4NW1/4, SW1/4SW1/4NE1/4, W1/2SE1/4SW1/4NE1/4, W1/2W1/2W1/2E1/2SE1/4SW1/4NE1/4, 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, S1/2N1/2N1/2NW1/4NE1/4SE1/4, 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;

All Located in Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota. Containing 516.48 Acres more or less.

EXHIBIT C
LEGAL DESCRIPTION OF WILDFLOWER ESTATES

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 of Wild Flower Estates, formerly the S1/2SW1/4, EXCEPT the highway right of way in Book 280, Page 187, and EXCEPT Lot H1 of the S1/2SW1/4, AND that portion of the SE1/4 lying south of Lots H2 and H3 (a/k/a I-90 right of way) of the SE1/4, and EXCEPT the railroad right of way as conveyed in Book 79, Page 114, and EXCEPT the highway right of way conveyed to Lawrence County, Book 273, Page 59, and EXCEPT the highway right of way conveyed to State of South Dakota, in Warranty Deed Book 280, Page 240, ALL LOCATED in Section 17, Township 6 North, Range 4 East of the Black Hills Meridian, Lawrence County, South Dakota, as shown on the plat filed in Document No. 2023-5401.