

Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Titles of Dakota

(File Number: 24-0904)

Auction Tract 2 & pt. Tract 3
(Charles Mix County, South Dakota)

For September 23, 2024 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

James & Katherine L. Andersh Revocable Family Trust



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Titles of Dakota
Issuing Office: 17 North 4th Ave., P.O. Box 160, Lake Andes, SD 57356
Issuing Office's ALTA® Registry ID: 0005107
Loan ID No.:
Commitment No.: 24-0904
Issuing Office File No.: 24-0904
Property Address:

SCHEDULE A

1. Commitment Date: September 6, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/21)
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Amount of Insurance: \$5,000.00
 - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:

The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021
5. The Land is described as follows:

Southwest quarter (SW¼) **except** the East 858 feet of the South 1584.07 feet, **except** for lot H2, **except** County Right of Way (.42 acres), **except** Lot H-2 (6.79 acres) and **except** Lot R-4 (.99 acres) in Section thirty-four (34), Township ninety-six (96) North, Range sixty-two (62) West of the Fifth Principal Meridian, Charles Mix County, South Dakota.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE A

(Continued)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

By: *Judy Miner*
Judy Miner, Title Examiner
17 North 4th Avenue / PO Box 160
Lake Andes, South Dakota 57356-0160
(605) 487-7271

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C Monroe* President
Attest *David Wald* Secretary

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Complete and return buyers/borrowers/sellers affidavit at the time of closing.
6. Record the Durable Power of Attorney for James Andersh.
7. Record the Durable Power of Attorney for Katherine L. Andersh.
8. Procure and record a Notary Affidavit to correct the Notary Acknowledgment on Quit Claim Deed recorded in Book 135 of Deeds, page 451. The deed was executed by the Power of Attorney for James Andersh and Katherine L. Andersh, and the acknowledgement used is for an individual.
9. Procure and record a properly executed deed from The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021 To Be Determined
10. Procure and record a properly executed Certificate of Trust in accordance with SDCL 55-4-51.3 regarding The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021.
NOTE: The Certificate of Trust must be executed simultaneously with the conveyance being insured.
11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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Commitment for Title Insurance (07-01-2021)
Schedule B1



24-0904



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Any setback lines and utility easements that may exist.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0904

SCHEDULE B, PART II

(Continued)

9. The 2023 real estate taxes due and payable in 2024 are due and payable as follows:

SW¼ less 0.42 A County R/W, Except Lot H2 (6.79 A.), Except Lot R-4 (0.99 A) Section 34 - T95N - R62W, assessed to James & Katherine L Andersh co-trustees, James & Katherine L Andersh Revocable Family Trust, 40140 SD Hwy 46, Wagner, SD Parcel #04.34.3000 (151.80 A) , tax in the total amount of **\$2,312.04**, first installment of \$1,156.02 paid, second installment of **\$1,156.02 - - - - UNPAID**

Subject to real estate taxes for the 2024 tax year which are not yet due and payable.

10. Rights of tenants in possession under the terms of unrecorded leases.
11. Right-of-Way Easement - executed by James and Katherine Andersh, husband and wife, to Randall Community Water District, dated June 4, 1975, filed March 14, 1977 at 4:00 o'clock P.M., recorded in Book 27 of Miscellaneous Records, page 350. See copy attached.
12. Buried Exchange Facility Easement - executed by James Andersh and Katherine L. Andersh to Northwestern Bell Telephone Company, an Iowa corporation, dated April 7, 1977, filed June 29, 1978 at 10:00 o'clock A.M., recorded in Book 29 of Miscellaneous Records, page 347-348. See copy attached.
13. Assignment and Assumption of Right of Way (Private) - executed between U S West Communications, Inc, successor in interest to Northwestern Bell Telephone Company, an Iowa Corporation which merged into The Mountain States Telephone and Telegraph Company, whose name was changed to U S West Communications, Inc. (Assignor) and Fort Randall Telephone Company, a South Dakota corporation, (Assignee), dated June 21, 1996, filed March 31, 1997 at 10:15 o'clock A.M., recorded in Book 42 of Miscellaneous Records, page 165-246, along with other property. See copy attached.
14. Right-of-Way Easement executed by James Andersh and Katherine L. Andersh, husband and wife, to Charles Mix Electric Association, Inc., a co-operative corporation, dated March 13, 1998, filed March 27, 1998 at 10:40 o'clock A.M., recorded in Book 43 of Miscellaneous Records, page 250-251. See copy attached.
15. Transmission Line Overhang Easement - executed by James Andersh and Katherine L. Anders, to East River Electric Power Cooperative, Inc., dated February 19, 2014, filed March 5, 2014 at 11:45 o'clock A.M, recorded in Book 58 of Miscellaneous Records, page 41. See copy attached.
16. Any adverse claim to title made by or on behalf of an Indian Allottee or the heirs of such Allottee based upon the assertion that such land was improperly removed from the United States Government Trust Protection.
17. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0904

SCHEDULE B, PART II
(Continued)

18. Subject to such further matters as may appear of record at the time the final policy is issued.

- END OF SCHEDULE B -

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0904

MISCELLANEOUS RECORD No. 27

CHARLES MIX COUNTY, SOUTH DAKOTA

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

Know All Men By These Presents:

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to James and Katherine Andersh, husband and wife, hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-16 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

S 1/2 Section 34 Township 96 Range 62

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement. The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent and of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 4th day of June, 1975.

James Andersh(SEAL)
Katherine Andersh(SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

On this the 4th day of June, 1975, before me Glenda M. Hall, the undersigned officer, personally appeared James Andersh and Katherine Andersh, husband and wife,

known to me or satisfactorily proven to be the person s whose name s 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.

My Commission expires:

Jan. 30, 1983(SEAL) Glenda M. Hall Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss. I certify the within instrument was filed on record the 14th day of March, 1977 at 4 o'clock P.M. and recorded in book 27 of Miscellaneous and page 350.

Linda Matuska Dep. Martha Palmer Register of Deeds

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

Know All Men By These Presents:

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to James Larry Cihak and Sharon Cihak hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-16 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

S 1/2 of Section 23-96-62

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement. The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent and of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 19th day of March, 1976.

James L. Cihak(SEAL)
Sharon Cihak(SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

On this the 19th day of March, 1976 before me Glenda M. Hall, the undersigned officer, personally appeared James Larry Cihak and Sharon Cihak, husband and wife

known to me or satisfactorily proven to be the person s whose name s 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.

My Commission expires:

Jan. 30, 1983(SEAL) Glenda M. Hall Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss. I certify the within instrument was filed on record the 14th day of March, 1977 at 4 o'clock P.M. and recorded in book 27 of Miscellaneous and page 350.

Linda Matuska Dep. Martha Palmer Register of Deeds

Form EDE 107
(Rev. 10-65)

BURIED EXCHANGE FACILITY EASEMENT

The undersigned owner(s) of an interest in the real estate described below (hereinafter called "Owner") hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa corporation, its associated and allied companies, its and their respective successors, assigns,

lessees and agents (hereinafter called "Company"), in consideration of the sum of \$25.00

Twenty-five and no/100 ----- Dollars received from the Company and of the agreements stated below, a right of way and easement to construct, operate, maintain, replace, and remove a communications system consisting of buried cable or wires, surface terminals, surface markers (at fence lines, if any) and associated equipment, together with the right of access thereto for the purpose of exercising the rights herein granted, upon, under and

across the following described real estate located in the County of Charles Mix, State of South Dakota.

The South Half of the South Half of the Southwest Quarter (S 1/2, S 1/2, SW 1/4) of Section 34, Township 96 North, Range 62 West.

The Company agrees to bury all cables and wires below plow depth in order to not interfere with ordinary cultivation of the land, and to pay for all damage to Owner's property arising from the Company's exercise of the rights herein granted, except as stated below: Exceptions (if any): NONE

Signed this 7th day of April, 1977

WITNESSES:

Mary E. Dawley

OWNER:

James Andersen
Katherine S. Andersen

Individual Acknowledgment

STATE OF South Dakota
COUNTY OF Charles Mix ss.

On this the 7th day of April, 1927, before me,
Mary E. Dawley, the undersigned officer,
personally appeared James Andrew and
Katherine S. Andrew, husband & wife
known to me or satisfactorily proven to be the person(s) whose name(s) 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.

MARY E. DAWLEY, Notary Public
South Dakota
My Commission Expires Sept. 13, 1934

Mary E. Dawley
Notary Public

Corporate Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss.

On this the _____ day of _____, 19____, before me,
_____, the undersigned officer,
personally appeared _____
who acknowledged himself to be the _____
of _____, a corporation,
and that he, as such _____, being authorized
so to do, executed the foregoing instrument for the purposes therein contained, by signing the name
of the corporation by himself as _____

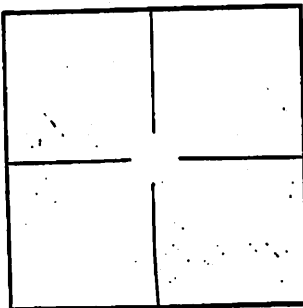
In witness whereof I hereunto set my hand and official seal.

Notary Public

R-

961

Name of Town _____
Line Section _____
Secured by _____
Post Office Address of Owner _____



R.O.W. No. 69575
Est. or
J.O. No. W7727

State of South Dakota }
County of Charles Mix }
I certify the within instrument was filed
of record the 29 day of June
1927 at 10 o'clock a.M. and re-
corded in book 29 of Miss Rumer
and page 347-348

Martha Trueman
Register of Deeds
By _____ Def.

Return To:
Bruce Hanson, Treasurer
227 S. Main, P O Box 800
Clara City, MN 56222

Recording Information:

**ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY
(PRIVATE)**

THIS INDENTURE, made effective this 21st day of June, 1996, between U S WEST COMMUNICATIONS, INC., successor in interest to Northwestern Bell Telephone Company, an Iowa corporation, which merged into The Mountain States Telephone and Telegraph Company whose name was changed to U S WEST COMMUNICATIONS, INC., whose address is 1600 Bell Plaza, Seattle, WA 98191 (hereinafter referred to as "Assignor"), and **FORT RANDALL TELEPHONE COMPANY**, a South Dakota corporation, whose address is 227 S. Main, P O Box 800, Clara City, MN 56222 (hereinafter referred to as "Assignee").

WITNESSETH: that the Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, convey, assign, transfer and set over, but without warranty, unto the Assignee, its successors, assigns, lessees and agents, all rights, privileges and easements which the Assignor has or may have by virtue of the grants, deeds, indentures, releases and receipts in and to the lands described in said instruments in the County of Charles Mix, State of South Dakota, the nature and extent of said rights, privileges and easements and the lands affected thereby being more particularly set forth in Exhibit A, attached hereto and hereby made a part hereof and delivered simultaneously with these presents (the "Permits"); provided, however, that so long as specifically permitted by said Permits, Assignor shall retain the right to use such rights, privileges and easements for maintenance of Assignor's wireline telecommunications facilities now located in said easements.

To have and to hold the right of way and easements herein granted unto the Assignee, its successors, assigns, lessees and agents, to its and their own use and behalf forever.

Assignee hereby accepts the foregoing assignment of the Permits and in consideration thereof agrees to be bound by all of the terms and conditions set forth therein and further agrees to assume and perform all of the obligations of Assignor thereunder as those obligations relate to the rights, privileges and consents conveyed herein, with respect to any period of time commencing on or after the date hereof.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same instrument, even though no single counterpart has been executed by both parties.

This document was prepared by: **Henry B. Pickens, Esq.**
US WEST, Inc.
7800 E. Orchard Rd., Suite 490
Englewood, CO 80111
(303) 793-6505

ly:\cocotran\lmlsd\privrow.doc
6/3/96

Continued on following page

7-17-97 amendment See Book 42M Pg. 460-464

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Private Right of Way Agreement effective as of the Closing Date, notwithstanding the actual date of signature.

ASSIGNOR:

U S WEST COMMUNICATIONS, INC.

Linda J. Gaskowski
By: Linda J. Gaskowski
Title: Vice President-South Dakota

ASSIGNEE:

FORT RANDALL TELEPHONE COMPANY, a South Dakota corporation

Bruce Hanson
By: Bruce Hanson
Title: Treasurer

[CORPORATE SEAL]

[CORPORATE SEAL]

Continued on following page

This document was prepared by: Henry B. Pickens, Esq.
U S WEST, Inc.
7800 E. Orchard Rd., Suite 490
Englewood, CO 80111
(303) 793-6505

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this the 13th day of June, 1996, before me,
Faye Meyer, the undersigned officer, personally appeared Linda J. Laskowski,
who acknowledged herself to be the Vice President - South Dakota of U S WEST
Communications, Inc., a corporation, and that 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 corporation by herself as Vice President.

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

Faye Meyer
Notary Public

[SEAL]

Faye Meyer

Continued on following page

This document was prepared by: Henry B. Pickens, Esq.
U S WEST, Inc.
7800 E. Orchard Rd., Suite 490
Englewood, CO 80111
(303) 793-6505

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this the 18th day of June, 1996, before me, Faye Meyer, the undersigned officer, personally appeared Bruce Hanson, who acknowledged him/herself to be the Treasurer of FORT RANDALL TELEPHONE COMPANY, a South Dakota corporation, a corporation, and that s/he as such Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Treasurer.

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

Faye Meyer
Notary Public
Faye Meyer

[SEAL]

Continued on following page

This document was prepared by: **Henry B. Pickens, Esq.**
US WEST, Inc.
7800 E. Orchard Rd., Suite 490
Englewood, CO 80111
(303) 793-6505

98. Pursuant to a Buried Exchange Facility Easement dated April 21, 1977, the Assignor was granted an easement by Robert H. Frei and Betty Jean Frei, husband and wife, across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

The North Half of the North Half of the Northwest Quarter (N1/2, N1/2, NW1/4) of Section 36, Township 97 North, Range 64 West,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 169-170.

99. Pursuant to a Buried Exchange Facility Easement dated April 7, 1977, the Assignor was granted an easement by Charles Eitemiller across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

The North Half of the North Half of the Northeast Quarter (N1/2, N1/2, NE1/4) of Section 36, Township 97 North, Range 64 West,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 171-172.

100. Pursuant to a Buried Exchange Facility Easement dated April 7, 1977, the Assignor was granted an easement by James Andresh and Katherine L. Andresh, husband and wife, across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

The South Half of the South Half of the Southwest Quarter (S1/2, S1/2, SW1/4) of Section 34, Township 96 North, Range 62 West,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of Misc. Records., Pages 347-348.

Continued on following page

253. Pursuant to a Buried Exchange Facility Easement dated January 17, 1973, the Assignor was granted an easement by Robert Hruska across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

SW1/4 Sec 32 T97N R65W of 5th PM,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on May 23, 1973, at 10:00 a.m., in Book 25 of Misc. Records, Page 146.

94151

STATE OF SOUTH DAKOTA)
COUNTY OF CHARLES MIX) ss

I certify the within instrument was filed of record the 31st day of March 1997 at 10:15 o'clock AM, and recorded in Book 42 of Misc. Records, page 165-246.

Monica Walder
Monica Walder, Register of Deeds

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (whether one or more)

James Andersh & Katherine L. Andersh

(unmarried) (husband and wife) for a good and valuable consideration, the receipt, whereof is hereby acknowledged, do hereby grant unto Charles Mix Electric Association, Inc., a co-operative corporation (hereinafter called the "Co-operative"), whose post office address is Lake Andes, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Charles Mix, State of South Dakota, and more particularly described as follows:

South Half (S $\frac{1}{2}$)

In Section 34, Township 26N, Range 62W

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment installed on the above-described lands at the Co-operative's expense, shall remain the property of the Co-operative, removable at the option of the Co-operative upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

* IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13 day of March, 1998

* James Andersh (L.S.)
Katherine L. Andersh (L.S.)

(L.S.)
(L.S.)

Signed, sealed and delivered in the presence of:

James Andersh
Katherine Andersh

STATE OF SOUTH DAKOTA)
COUNTY OF _____)ss

INDIVIDUAL ACKNOWLEDGEMENT

On this the 13th day of March, 1998, before me, Glenda M. Hall
the undersigned officer, personally, appeared James Andersh & Katherine L. Andersh
known to me or satisfactorily proven to be the person whose name s 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.

Glenda M. Hall
Glenda M. Hall (SEAL)
Notary Public, Charles Mix County

My commission expires: 1-30-99

State of South Dakota
Glenda M. Hall
Notary Public, South Dakota
My commission expires: 01-30-99

STATE OF SOUTH DAKOTA)
COUNTY OF CHARLES MIX)^{ss}

I certify the within instrument was filed on record the 27th day of March 1998 at 10:40 o'clock AM and recorded in Book 43 of Misc. and page 250-251.

Monica Walder
Monica Walder, Register of Deeds

Julie Pavel
Julie Pavel, Deputy



This Instrument was Drafted by:
East River Electric Power Cooperative, Inc.
211 South Harth Avenue, Madison, SD 57042
605-256-4536

CHARLES MIX COUNTY
MONICA WALDER, ROD
Fee Book 201403041

03/05/2014 @11:45AM
ESMT EASEMENT
Book: 58 Page: 41 # Pages: 2
Total Fees: \$30.00

Monica Walder
Julie Pavel, Deputy

File No. E06-25-24.9

TRANSMISSION LINE
OVERHANG EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned James Andersh and Katherine L. Andersh, Grantor(s), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto East River Electric Power Cooperative, Inc., 211 South Harth Avenue, Madison, South Dakota 57042, Grantee, a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns a perpetual easement with the right of ingress and egress to the Easement Area, over the property described as:

The Southwest Quarter (SW $\frac{1}{4}$), less Lot H-2 and Lot R-4, of Section Thirty-four (34), Township Ninety-six (96) North, Range Sixty-two (62), West of the 5th P.M., Charles Mix County, South Dakota.

to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within thirty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, municipal corporation, association or corporation for electrification, telephone or other telecommunication applications within the Easement Area described as:

- **The South Thirty Feet (S30') of the West Three Hundred Feet (W300') of said property excluding road right of way – for construction/maintenance access of said system only.**
- **Easement allows for conductor overhang of said system.**

The undersigned agree that all poles, wires and other facilities, overhanging on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative or its assigns, removable at the option of the Cooperative.

The Cooperative agrees to administer payment to the undersigned for the privileges herein granted, prior to the construction of said line or system, the sum of:

One Hundred Dollars (\$100.00)

The Cooperative further agrees to reimburse the undersigned or their tenants for any losses of stock or damage to crops or property caused by the construction, reconstruction, repair, operation or maintenance of the transmission line on the above described lands.

The undersigned covenant that he/she is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19 day of FEBRUARY, in the year 20 14.

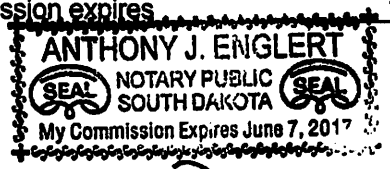
James Andersh
James Andersh

Katherine L. Andersh
Katherine L. Andersh

State of SOUTH DAKOTA)
County of CHARLES MIX)SS

On this 19 day of FEBRUARY, in the year 20 14, before me personally appeared James Andersh, known to me (or proved to me on the oath of _____), to be the person(s) described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

My commission expires _____

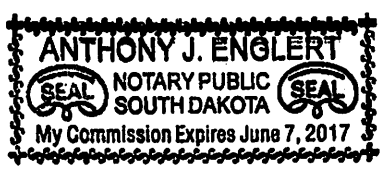


Anthony J. Englert
Notary Public, State of SOUTH DAKOTA

State of SOUTH DAKOTA)
County of CHARLES MIX)SS

On this 19 day of FEBRUARY, in the year 20 14, before me personally appeared Katherine L. Andersh, known to me (or proved to me on the oath of _____), to be the person(s) described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

My commission expires _____



Anthony J. Englert
Notary Public, State of SOUTH DAKOTA