Cover page for:

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

Preliminary title insurance schedules prepared by:

Titles of Dakota

(File Number: 24-0940)

Auction Tracts 4, 5, 6 & 7

(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



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.: 24-0940 Issuing Office File No.: 24-0940

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:

Lot three (3), Lot four (4), and south one-half of northwest quarter (S½NW¼), except Lot H-2 in Section two (2), Township ninety-five (95) 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A

(Continued)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

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

er Monroe Manie Wold

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





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.
- Record the Durable Power of Attorney for James Andersh.
- 7. Record the 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 TBD
- 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.

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.





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.
- 9. Rights of tenants in possession under the terms of unrecorded leases.

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 - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II

(Continued)

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

Lots 3 & 4, S½NW¼ Section 2 - T95N - R62W, assessed to James & Katherine L Andersh co-trustees, James & Katherine L Andersh Revocable Family Trust, 29712 - 402nd Ave, Wagner, SD Parcel #16.02.2000 (147.4 A), tax in the total amount of \$2,606.54, first installment of \$1,303.27 paid, second installment of \$1,303.27 ---- UNPAID

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

- 11. Right-of-Way Easement executed by Ladislav and Mary 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 156. See copy attached.
- 12. Affidavit executed by Michael J. Whalen, attorney for Charles Mix Electric Association, Inc., referring to numerous unrecorded original Right-of-Way Easements, dated October 12, 2010, filed December 20, 2010, at 8:35 o'clock A.M., recorded in Book 54 of Miscellaneous Records, page 237, along with other property. See copy attached.
- 13. Transmission Line Right-of-Way Easement executed by James Andersh and Katherine Andersh, to East River Electric Power Cooperative, Inc., dated November 5, 2013, filed March 5, 2014 at 11:45 o'clock A.M., recorded in Book 58 of Miscellaneous Records, page 38. See copy attached.
- 14. 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.
- 15. Subject to such further matters as may appear of record at the time the final policy is issued.

- END OF SCHEDULE B -

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.



MISCELLANEOUS RECORD No. 27

CHARLES MIX COUNTY, SOUTH DAKOTA

Militari Printing Co., Mitchell R D.-12211-7-12-76

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

Know All Men By These Presents:

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 Legdislav and Mary 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:

NW% Section 2 Township 95 Range 62

W% NW% Section 3 Township 95 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 convenant running with the land for the benefit of the GRANTEE, its successors and assigns.

Ladislav Andersh (SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix

(SEAL) Mary A. Andersh

, 19 75, before me Glenda M. Hall 4th day of June the undersigned officer, personally appeared

Ladislav and Mary A. Andersh husband and wife

known to me or satisfactorily proven to be the person whose name s are subscribed to the within instrument and acknowledged that the yexecuted the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

My Commission expires:

By

Jan. 30, 1983 (SEAL)

Glenda M. Hall

Notary Public, South Dakota.

State of South Dakota, County of Charles Mix

I certify the within instrument was filed on record the 14 I certify the within instrument was and page and recorded in book 27 of Miscellaneous and page 156

day of March o'clock PM.

Rita Westendorf, Clerk

Martha Mulmu 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

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 creet, 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:

Lot 1 & 2 of Section 2 Township 95 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 convenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 6th day of October ., 19.75

> James C. Placek (SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix SS

On this the 6th day of October , 1975, before me Glenda M. Hall

the undersigned officer, personally appeared James C. Placek

Jan. 30, 1983 (SEAL)

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal. My Commission expires:

> Glenda M. Hall Notary Public, South Dakota.

State of South Dakota, County of Charles Mix

I certify the within instrument was filed on record the 14 day of March , 19 77 at o'clock P M. and recorded in book 27 of Miscellaneous and page 156

Rita Westendorf, Clerk

Martha Melsue Register of Deeds

Dep.

Prepared by: Michael J. Whalen Michael J. Whalen Law Office, LLC 110 Kansas City Street Rapid City, SD 57701 Phone: 605-341-5352

	Black of Boult Dukota.
	COUNTY OF CHARLES WILK
	footility the which in the ment was filled on
	1950 His al College Of Sembu
_	2010 of 8.35 clock O.M. and re-
SO SO SO	Gorded in book 54 of Muc Rec.
S S	end page
数色质	I bouca is alle
EALL ST	201012 271
	Register of Deeds
	Dep.
	•

STATE OF SOUTH DAKOTA)

)SS

AFFIDAVIT

COUNTY OF PENNINGTON

Michael J. Whalen, having been first duly sworn upon oath, states and deposes as follows:

- That this affiant is the attorney and general counsel for Charles Mix Electric Association, Inc. ("CME" herein), a rural electric cooperative, in good standing and duly organized under SDCL Chapter 47-21, which cooperative maintains its principal place of business at 440 Lake Street, Lake Andes, South Dakota 57356.
- 2. That pursuant to a duly enacted and adopted resolution of the Board of Directors of CME, the Accountant/Work Order Clerk for CME, under the supervision of this affiant, conducted a careful and diligent search of the business and corporate records and files maintained at CME's cooperative headquarters in Lake Andes, South Dakota, in order to locate each and all unrecorded right-of-way easements in the possession and control of CME.
- 3. That by reason of such search, numerous unrecorded original right-of-way easements were found and categorized according to location within the respective townships of Charles Mix County, South Dakota; and the legal descriptions, names of the grantor(s), and dates of execution were made to appear upon a summary thereof attached hereto as "Exhibit A" which is incorporated herein by this reference thereto.

4. That the right-of-way easements identified in "Exhibit A" uniformly provide that the undersigned grantor(s) thereof

... "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: [legal description] 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..."

5. That each and all of said right-of-way easements were duly acknowledged before a notary public or proved in the manner and method prescribed by state statute.

- 6. That the purpose and intent of this Affidavit is to provide constructive notice to all purchasers or encumbrancers of the existence and execution of the right-of-way easements identified in "Exhibit A" attached hereto and to provide notice to all interested parties that CME claims such right-of-way easements by reason of and pursuant to the original right-of-way easements now in the legal custody of CME at its headquarters in Lake Andes, South Dakota.
- 7. That this Affidavit and the right-of-way easements identified in the attached "Exhibit A" affect the title to the real property so described and this Affidavit is recorded as an explanatory affidavit pursuant to SDCL 43-28-4.

Dated this <u>12^{1/2}</u> day of October, 2010.

Michael J. Whaten/AFFIANT

Attorney for Charles Mix Electric Association, Inc.

State of South Dakota)

SS.

County of Pennington)

On this the 12th day of October, 2010, before me the undersigned officer, personally appeared Michael J. Whalen, who acknowledged himself to be the attorney for Charles Mix Electric Association, Inc. and acknowledged to me that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC-SOUTH DAKOTA

My Commission Expires: 10-14-14

2

Section	Twnshp	Range	Description		Grantor	Date
	1 9		2 W 1/2	NW1/4	Joseph & Antonia Placek	1/3/1948
•································	1 9		2 Lot 10	· · · · · · · · · · · · · · · · · · ·	Elsie Giedd	7/11/1949
	1 9		2:W 1/2	SE1/4	Elsie Giedd	7/11/1949
	1 9		2:Lot 9		Elsie Giedd	7/11/1949
	1 9		2 Lot 5		Elsie Giedd	7/11/1949
	1 9		2 Lot 6		Elsie Giedd	7/11/1949
	1 9		2 Lot 8		Elsie Giedd	7/11/1949
	1 9		2	SW1/4	Eugene Kozel	11/3/1953
	2 9		2 Lot 3		Frank & Barbara Turek	12/2/1947
	2 9		2 S 1/2	NW1/4	Frank & Barbara Turek	12/2/1947
	2 9		2 Lot 4		Frank & Barbara Turek	12/2/1947
<u> </u>	2 9		2 S 1/2	NE%	¿Joseph & Rose Petrik	1/17/1948
	2 9		2	NW1/4	Frank Tucek	12/31/1947
	2 9		2 Lot 4	1	Frank Tucek	10/24/1945
	2. 9		2 Lot 3		Frank Tucek	10/24/1945
	3: 9:		2 Lot 3		Thomas & Ann Sykora	11/26/1945
	3 9		2 Lot 1		Thomas & Ann Sykora	11/26/1945
	3 9		2 Lot 2	- :	'Thomas & Ann Sykora	11/26/1945
	3 9		2 S 1/2	NE1/4	Thomas Sykora	12/18/1947
	3 9		2 Lot 1		Thomas Sykora	12/18/1947
<u></u>	3 9		2 Lot 3		Thomas Sykora	12/18/1947
<u> </u>	3 9	J	2 SE 1/4	NW1/4	Thomas Sykora	12/18/1948
	3 9		2 Lot 2		Thomas Sykora	12/18/1947
	3 9		2 W 1/2	NW1/4	Ladislav Andersh	3/22/1954
l	3 9		2 N 1/2	SW1/4	Ladislav Andersh	3/22/1954
l	3 9		2 NW 1/4	SE1/4	Albert Cihak	11/27/1945
	3 9	6	2 S 1/2	SE1/4	Albert Cihak	11/27/1945
	4 9		2 SE 1/4	NE1/4	Ladislav Andersh	5/19/1954
 	4 9		2 NE 1/4	NE1/4	Elmo Gullikson	5/18/1954
	4 9			NW1/4	Elmo & Arlene Gullikson	11/27/1959
	4 9		2 NE 1/4	NE1/4	Elmo & Arlene Gullikson	11/27/1959
	4 9		2 E 1/2	SE1/4	Elmo & Arlene Gullikson	11/27/1959
	4 9			S1/2	Elmo & Arlene Gullikson	11/27/1959
	4 9		2 Lot 4	NE1/4	Henry Weddell	1/10/1975
	4 9		2 NE1/4 NW1/4 SW1/4	NE1/4	Henry Weddell	11/10/1975
	4 9		2 Lot 4		Henry Weddell	10/31/1975
	4 9			SW1/4	Yankton Sioux Housing	7/26/1978



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

Fee Book 201403038

3/05/2014 @11:45AM SMT EASEMENT

Page: 38

Pages: 2

File No. E06-25-27

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned <u>James Andersh and Katherine Andersh.</u> 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 South Half of the Northwest Quarter (5½NW½) and Lots Three (3) and Four (4) in Section Two (2), Township Ninety-five (95) 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 North Thirty Feet (\$30') of the West One Hundred Fifty Feet (W150') of said property excluding road right of way.

The undersigned agree that all poles, wires and other facilities, installed 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 Thousand Five Hundred Dollars (\$1,500.00)

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 of, in the year 20	
James Andersh	<u>Hatherens andersh</u> Katherine Andersh
State of Sout H DAIGTA)SS County of CHARLES MIX	
personally appeared <u>James Andersh</u> , known), to be the per	son(s) described in, and who executed the within
instrument and acknowledged to me that he (or they) executive My commission expires	Anthony English
ANTHONY J. ENGLERT SEAL NOTARY PUBLIC SEAL My Commission Expires June 7, 2017 My Commission Expires June 7, 2017	Notary Public, State of
State of South DAKOTA) SS County of CHARLES MIX	
personally appeared <u>Katherine Andersh</u> , known), to be the per	rson(s) described in, and who executed the within
instrument and acknowledged to me that he (or they) exemple when the commission expires	Anthony Est
ANTHONY J. ENGLERT SEAL NOTARY PUBLIC SEAL My Commission Expires June 7, 2017 Page 2 o	Notary Public, State of