

# MONDAY, SEPTEMBER 23RD AT 6PM CT

Auction held at the Wagner VFW, 107 2nd St. SW Wagner, SD 57380



800.451.2709 schraderauction.com

3% Buyer's Premium

#### **DISCLAIMER:**

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED. IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

#### SELLER: James and Katherine Andersh Revocable Family Trust **AUCTION COMPANY:** Schrader Real Estate and Auction Company, Inc.

Jess S. Niahswonaer, 20648 Schrader Real Estate and Auction Company, Inc., 13331



REGIONAL OFFICE: 4626 CR 65, Keenesburg, CO 80643 SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 | SchraderAuction.com

AUCTION TERMS & CONDITIONS
PROCEDURE: The property will be offered in 7 individual tracts, any combination of tracts and as a total 383± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, combinations of tracts and the total property may compete. The property will be sold in the manner resulting in the highest total sale

**BUYER'S PREMIUM:** A 3% Buyer's Premium will be added to the final bid price and included in the contract purchase price.

DOWN PAYMENT: 10% down payment of the total purchase price is due on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are

capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers'

acceptance or rejection. **EVIDENCE OF TITLE:** Seller shall provide an owner's title insurance policy in the amount of the purchase

price. **DEED:** Seller shall provide Warranty or Fiduciary Dee-

**CLOSING:** The targeted closing date will be approximately 45 days after the auction, or as soon thereafter as applicable closing documents are completed by 2 Seller. The closing agent's fee for administering the type of survey performed shall be at the Seller's option OR ANY OTHER ORAL STATEMENTS MADE.

and Seller. Buyer is responsible for paying any and all charges related to obtaining a loan. Real estate transfer fees shall be paid by Seller. **POSSESSION: (UPDATE)** Possession of Tracts 1, 2, 3,

lease. Possession of Tracts 4 and 5 shall be delivered at closing

**REAL ESTATE TAXES:** Seller shall pay the real estate taxes for 2024, payable in 2025 (or the estimated

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**ACREAGE:** All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial

photos. **SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The

closing will be shared equally 50:50 between Buyer and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

MINERALS: The sale of the Purchased Property will include the minerals currently owned by the Seller (if any). However, no promise, warranty or representation 6, and 7 shall be delivered subject to the 2024 farm will be made as to the existence or value of any minerals or the nature or extent of Seller's interest therein.

AGENCY: Schrader Real Estate & Auction Company, Inc. and its representatives are exclusive agents of the

amount thereof), and all prior years. Buyer shall assume and pay all other real estate taxes to the extent attributed to the Purchased Property.

BISCLAIMER AND ABSENCE OF WARRANTIES: All sume and pay all other real estate taxes to the extent information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL

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For Information Call Auction Manager: Jess Nighswonger, 303-362-3285



# REGISTRATION FORMS

#### **BIDDER PRE-REGISTRATION FORM**

#### MONDAY, SEPTEMBER 23, 2024 383± ACRES – CHARLES MIX COUNTY, SOUTH DAKOTA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725,

Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Monday, September 16, 2024.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION	
	(FOR OFFICE USE ONLY)
Name	Bidder #
Address	
City/State/Zip	
Telephone: (Res) (Office)	
My Interest is in Tract or Tracts #	
BANKING INFORMATION	
Check to be drawn on: (Bank Name)	
City, State, Zip:	
Contact: Phone No:	
HOW DID YOU HEAR ABOUT THIS A	AUCTION?
□ Brochure □ Newspaper □ Signs □ Internet □ Radi	o 🗆 TV 🗆 Friend
□ Other	
WOULD YOU LIKE TO BE NOTIFIED OF FUT	<b>TURE AUCTIONS?</b>
☐ Regular Mail ☐ E-Mail	
□ Tillable □ Pasture □ Ranch □ Timber □ Recreati	onal   Building Sites
What states are you interested in?	
Note: If you will be bidding for a partnership, corporation or other entity, y with you to the auction which authorizes you to bid and sign a Purchase Ag	
I hereby agree to comply with terms of this sale including, but not limited to, premiums, and signing and performing in accordance with the contract if I an Real Estate and Auction Company, Inc. represents the Seller in this transaction	the successful bidder. Schrader
Signature: D	Pate:

#### Online Auction Bidder Registration 383± Acres • Charles Mix County, South Dakota Monday, September 23, 2024

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

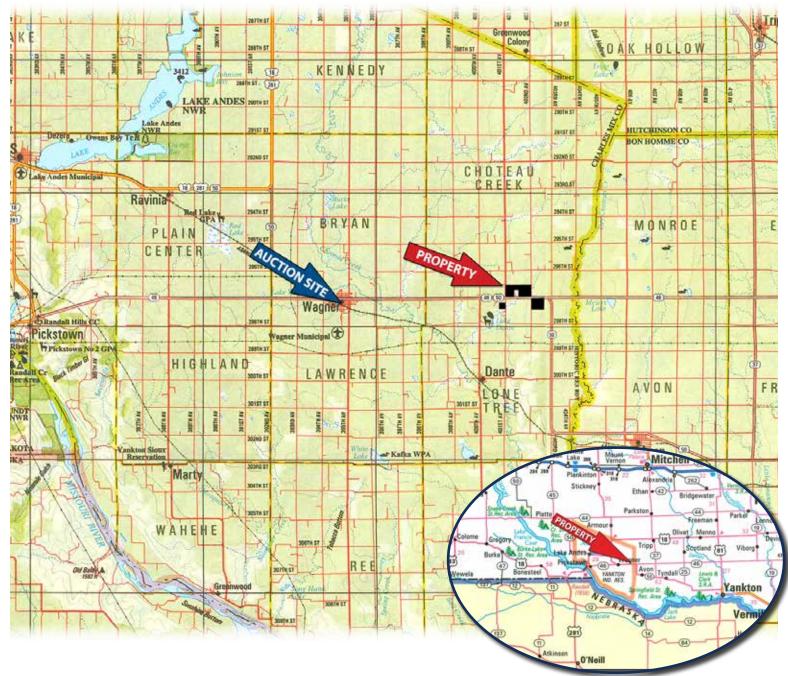
1.	My name and physical address is as follows:
	My phone number is:
2.	I have received the Real Estate Bidder's Package for the auction being held on Monday, September 23, 2024 at 6:00 PM (CST).
3.	I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4.	I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5.	I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6.	I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.
	Schrader Real Estate & Auction Company, Inc. 950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725 Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com
	For wire instructions please call 1-800-451-2709.

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7.	My bank routing number is and bank account number is .
	(This for return of your deposit money). My bank name, address and phone number is:
8.	<b>TECHNOLOGY DISCLAIMER:</b> Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet <i>in lieu of actually attending the auction</i> as a personal convenience to me.
9.	This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by <b>4:00 PM, Monday, September 16, 2024</b> . Send your deposit and return this form via fax or email to: <b>260-244-4431 or auctions@schraderauction.com.</b>
I unde	rstand and agree to the above statements.
Regist	ered Bidder's signature  Date
Printed	d Name
This d	ocument must be completed in full.
	receipt of this completed form and your deposit money, you will be sent a bidder number assword via e-mail. Please confirm your e-mail address below:
E-mai	address of registered bidder:
conve	you for your cooperation. We hope your online bidding experience is satisfying and nient. If you have any comments or suggestions, please send them to:  @schraderauction.com or call Kevin Jordan at 260-244-7606.

# LOCATION & AERIAL TRACT MAPS

### **LOCATION MAP**



AUCTION LOCATION: Wagner VFW, 107 2nd St. SW Wagner, SD 57380.

**DIRECTIONS TO AUCTION LOCATION:** From the intersection of Main Ave. S and SD Hwy 46, travel 0.1 miles South on Main Ave. S. Then turn West on 2nd St. SW and the VFW is located on the Southeast corner at the intersection of 2nd St. SW and West Ave. SW.

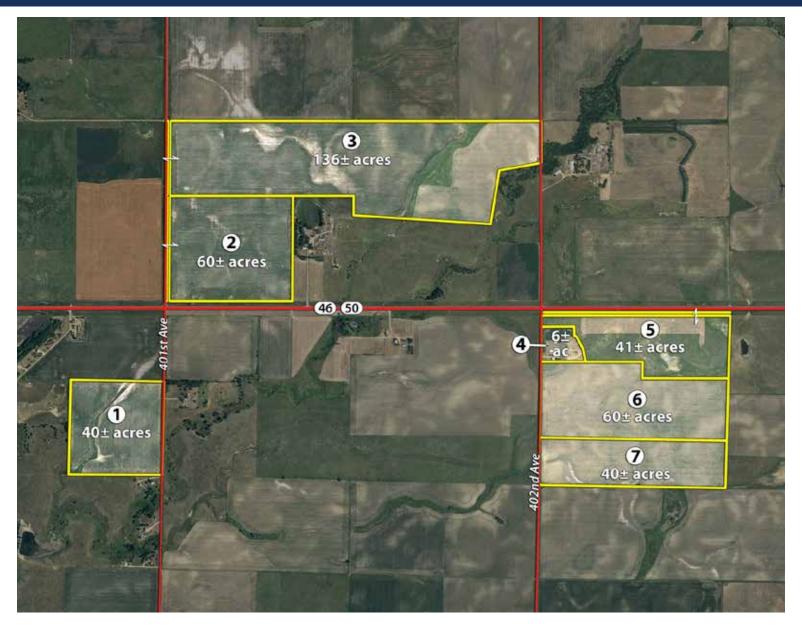
#### **DIRECTIONS:**

**Tract 1:** From the intersection of Main Ave. N and SD Hwy 46 in Wagner, travel East on Hwy 46 for 6.4 miles then turn South on 401st Ave. Travel for 0.2 miles and the property will be on the West side of the road.

**Tracts 2 & 3:** From the intersection of Main Ave. N and SD Hwy 46 in Wagner, travel East on Hwy 46 for 6.4 miles then turn North on 401st Ave. Tracts 2 and 3 will be on the East side of the road.

**Tracts 4-7:** From the intersection of Main Ave. N and SD Hwy 46 in Wagner, travel East on Hwy 46 for 7.4 miles then turn South on 402nd Ave. The tracts will be on the East side of the road.

# **AERIAL MAP**



#### **TRACT DESCRIPTIONS:**

**TRACT 1:** 40± ACRES of mostly tillable land containing mostly Class II Eakin-Ethan complex, Homme-Onita silty clay loams and Onita-Tetonka silt loam soils.

**TRACTS 2: 60± ACRES** of nearly all tillable land containing Class II Onita-Tetonka silt loams, Home-Ethan-Onita complex and Homme-Onita silty clay loam coils. Paved road frontage on SD Hwy 46 and 401st Ave.

**TRACT 3: 136± ACRES** of mostly tillable land containing mostly Class II Homme-Ethan-Onita complex, Homme-Onita silty clay loam and Ethan-Homme complex soils. Road frontage on 401st Ave. and 402nd Ave. Combine Tracts 2 and 3 for 196± acres of mostly all tillable land!

**TRACT 4:** 6± **ACRES** nice farmstead with 3200 sq. ft., 4 bedroom, 2 bathroom home with a two car garage, unfinished basement, outbuildings and corrals. New HVAC in 2021. Roof over second story replaced in 2022, the rest of the roof is less than 10 years old. Laundry on main

floor. Canning kitchen in basement with freezer. New septic in the last year or so. Enclosed breezeway between garage and house. Beautiful setting amongst the mature trees!

**TRACT 5:** 41± ACRES of well-established native grasses fenced in with two access gates off of SD Hwy 46 and a seasonal pond.

**TRACT 6: 60± ACRES** of all tillable land containing mostly Homme-Ethan-Onita complex and Tetonka-Chancellor silty clay loam soils.

**TRACT 7: 40± ACRES** of all tillable land containing mostly Class II Homme-Ethan-Onita complex and Homme-Onita silty clay loams soils. *Combine Tracts 6 and 7 for 100± acres of all tillable land!* 

# **AERIAL MAP-TRACT 1**





4-95N-62W **Charles Mix County South Dakota** 

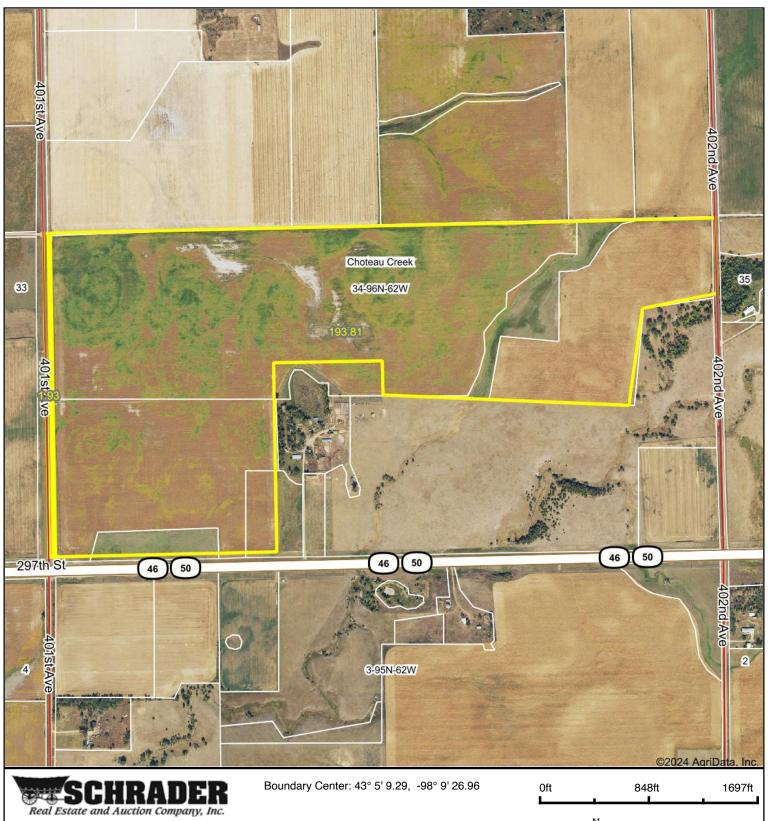




4/2/2024



# AERIAL MAP-TRACTS 2 & 3



Maps Provided By:

Surety

Quarter on Line Mapping

AgriData, Inc. 2023

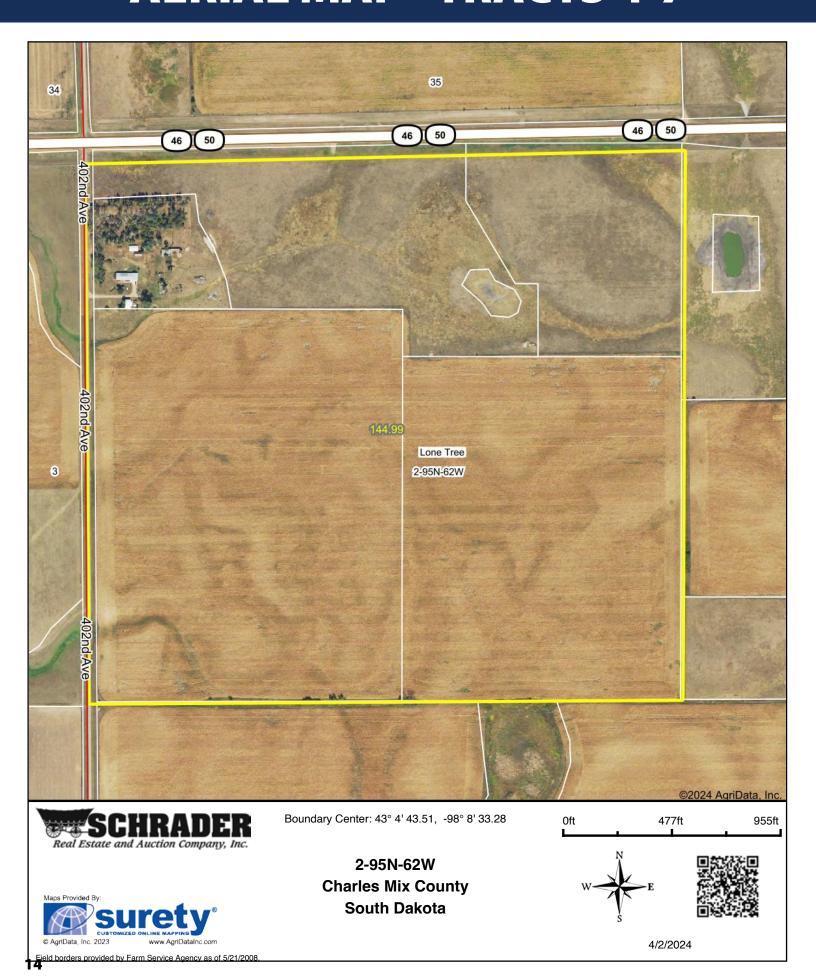
Www.AgriDataInc.com

34-96N-62W Charles Mix County South Dakota W E



7/30/2024

# **AERIAL MAP - TRACTS 4-7**



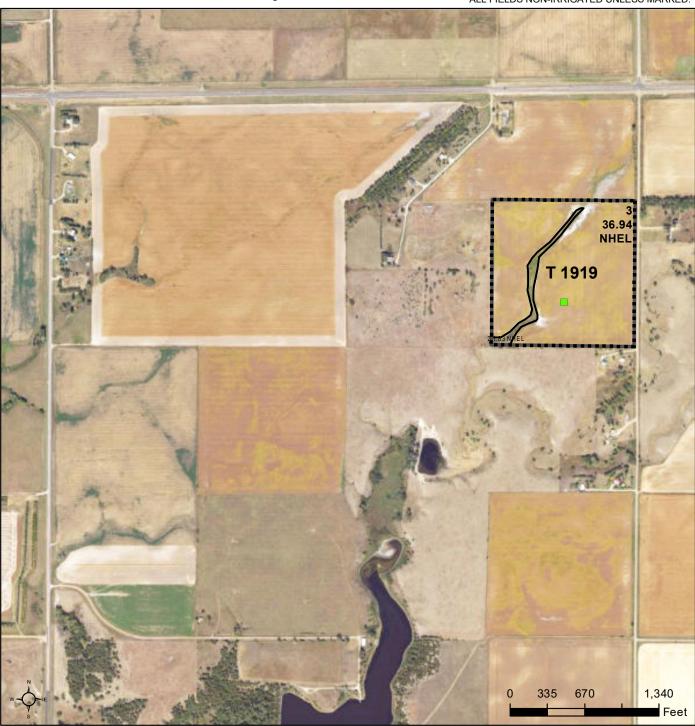
# **FSA INFORMATION**

### **FSA MAP - TRACT 1**



**Charles Mix County, South Dakota** 

ALL CORN IS YELLOW. ALL SOYBEANS ARE COMMON. ALL FIELDS NON-IRRIGATED UNLESS MARKED.



**Common Land Unit** 

Cropland Tract Boundary

Wetland Determination Identifiers

PLSS

Restricted Use

Limited Restrictions

**Exempt from Conservation Compliance Provisions** 

2024 Program Year Map Created April 29, 2024

Farm **3626** 

4-95N-62W-Charles Mix

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

### FSA MAP - TRACTS 2 & 3



**Charles Mix County, South Dakota** 

ALL CORN IS YELLOW.
ALL SOYBEANS ARE COMMON.
ALL FIELDS NON-IRRIGATED UNLESS MARKED.



Common Land Unit

Tract Boundary

Non-Cropland
Cropland

2024 Program Year
Map Created April 29, 2024

Farm **3626** 

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

#### 34-96N-62W-Charles Mix

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

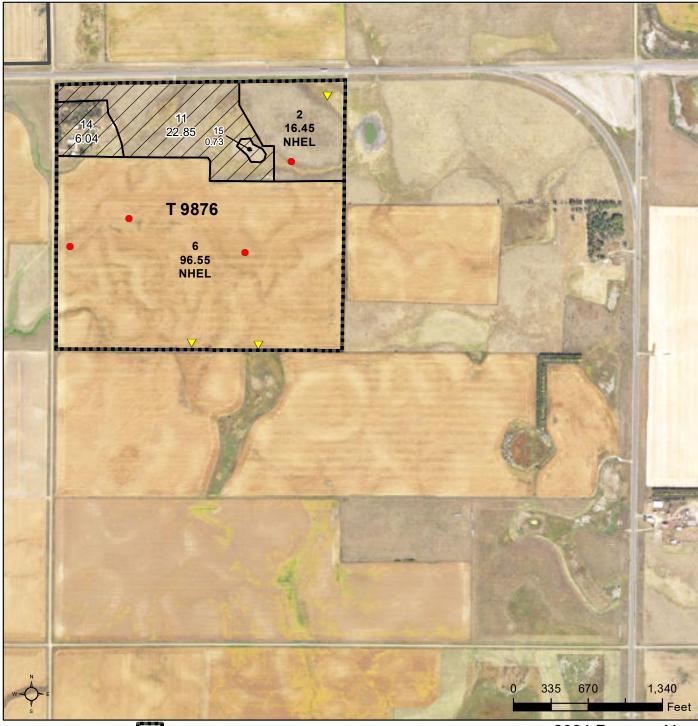
### **FSA MAP - TRACTS 4-7**



United States Department of Agriculture

**Charles Mix County, South Dakota** 

ALL CORN IS YELLOW.
ALL SOYBEANS ARE COMMON.
ALL FIELDS NON-IRRIGATED UNLESS MARKED.



Common Land Unit

Tract Boundary

Non-Cropland Cropland 2024 Program Year Map Created April 29, 2024

Farm 3626

#### Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

#### 2-95N-62W-Charles Mix

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

### **FSA INFORMATION**

SOUTH DAKOTA
CHARLES MIX

Form: FSA-156EZ

USDA United States Department of Agriculture Farm Service Agency

**Abbreviated 156 Farm Record** 

FARM: 3626

Prepared: 8/1/24 1:26 PM CST

Crop Year: 2024

**Operator Name** 

CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

See Page 3 for non-discriminatory Statements.

	Farm Land Data								
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
481.75	353.54	353.54	0.00	0.00	0.00	0.00	0.0	Active	3
State Conservation	Other Conservation	Effective DCP	Cropland	Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	353.5	4	0.	00	0.00	0.00	0.00	0.00

Crop Election Choice						
ARC Individual ARC County Price Loss Coverage						
None	WHEAT, CORN	SOYBN				

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP		
Wheat	30.50	0.00	72	0		
Corn	166.50	0.00	143	0		
Soybeans	121.10	0.00	40			

TOTAL 318.10 0.00

NOTES

Tract Number : 1919

**Description** : SE NE 4 95 62

FSA Physical Location : SOUTH DAKOTA/CHARLES MIX
ANSI Physical Location : SOUTH DAKOTA/CHARLES MIX

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : JAMES & KATHERINE L ANDERSH REVOCABLE FAMILY TRUST

Other Producers Recon ID

	Tract Land Data						
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
38.77	38.77	38.77	0.00	0.00	0.00	0.00	0.0

### **FSA INFORMATION**

SOUTH DAKOTA CHARLES MIX Form: FSA-156EZ

United States Department of Agriculture Farm Service Agency

**Prepared**: 8/1/24 **Crop Year**: 2024

**FARM: 3626** 

1:26 PM CST

Abbreviated 156 Farm Record

Tract 1919 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	38.77	0.00	0.00	0.00	0.00	0.00

DCP Crop Data							
Crop Name Base Acres CCC-505 CRP Reduction Acres PLC Yield							
Corn	21.80	0.00	143				
Soybeans	12.00	0.00	40				

TOTAL 33.80 0.00

**NOTES** 

Tract Number : 9876

**Description** : SW1/4 LESS L-H-2 34-96-62 NW 2-95-62

FSA Physical Location : SOUTH DAKOTA/CHARLES MIX

ANSI Physical Location : SOUTH DAKOTA/CHARLES MIX

BIA Unit Range Number

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : JAMES & KATHERINE L ANDERSH REVOCABLE FAMILY TRUST

Other Producers

**Recon ID** : 46-023-2018-76

	Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	
414.42	305.35	305.35	0.00	0.00	0.00	0.00	0.0	
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD	
0.00	0.00	305.35	0.00	0.00	0.00	0.00	0.00	

DCP Crop Data							
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield				
Wheat	29.64	0.00	72				
Corn	140.63	0.00	143				
Soybeans	106.03	0.00	40				

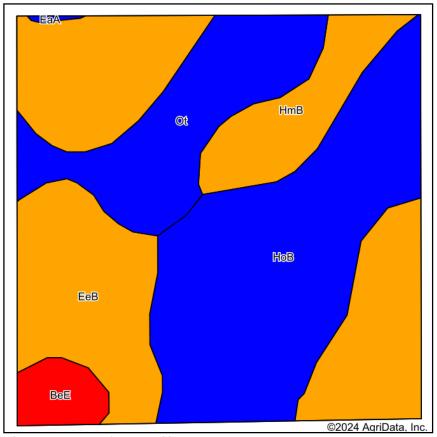
TOTAL 276.30 0.00

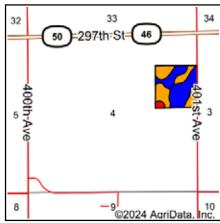
NOTES

**20** Page: 2 of 3

# SOIL INFORMATION

# **SOIL MAP-TRACT 1**





**South Dakota** State: County: **Charles Mix** Location: 4-95N-62W Township: Lone Tree Acres: 39.65

Date: 7/30/2024







Soils data provided by USDA and NRCS.

Area S	Symbol: SD023, Soil A	Area Ver	sion: 31										
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Productivity Index	Alfalfa hay Tons	Bromegrass alfalfa AUM	Corn Bu	Grain sorghum Bu	Oats Bu	Spring wheat Bu	Winter wheat Bu
EeB	Eakin-Ethan complex, 2 to 6 percent slopes	14.96	37.8%		lle	75							
НоВ	Homme-Onita silty clay loams, 1 to 6 percent slopes	13.45	33.9%		lle	86							
Ot	Onita-Tetonka silt loams	6.44	16.2%		IIIc	85	3.1	5.2	66	67	70	31	37
HmB	Homme-Ethan-Onita complex, 1 to 6 percent slopes	3.46	8.7%		lle	80							
BeE	Ethan-Betts loams, 9 to 15 percent slopes	1.28	3.2%		Vle	30							
EaA	Eakin silt loam, 0 to 2 percent slopes	0.06	0.2%		llc	88							
			Weighte	d Average	2.29	79.4	0.5	0.8	10.7	10.9	11.4	5	6

# **TOPO CONTOURS MAP-TRACT 1**







Source: USGS 10 meter dem

Interval(ft): 2.0 Min: 1,511.3 Max: 1,543.5 Range: 32.2

Average: 1,530.7

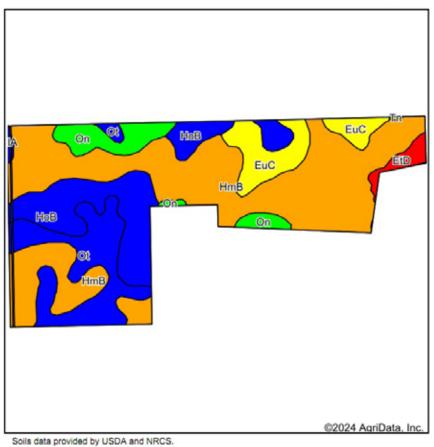
Standard Deviation: 6.46 ft

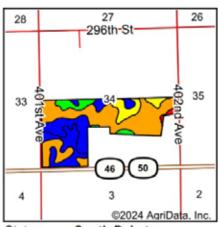
7/30/2024

4-95N-62W **Charles Mix County** South Dakota

Boundary Center: 43° 4' 38.82, -98° 10' 11.16

### **SOIL MAP-TRACTS 2 & 3**





State: South Dakota County: Charles Mix Location: 34-96N-62W Township: Choteau Creek

Acres: 195.74 7/30/2024 Date:

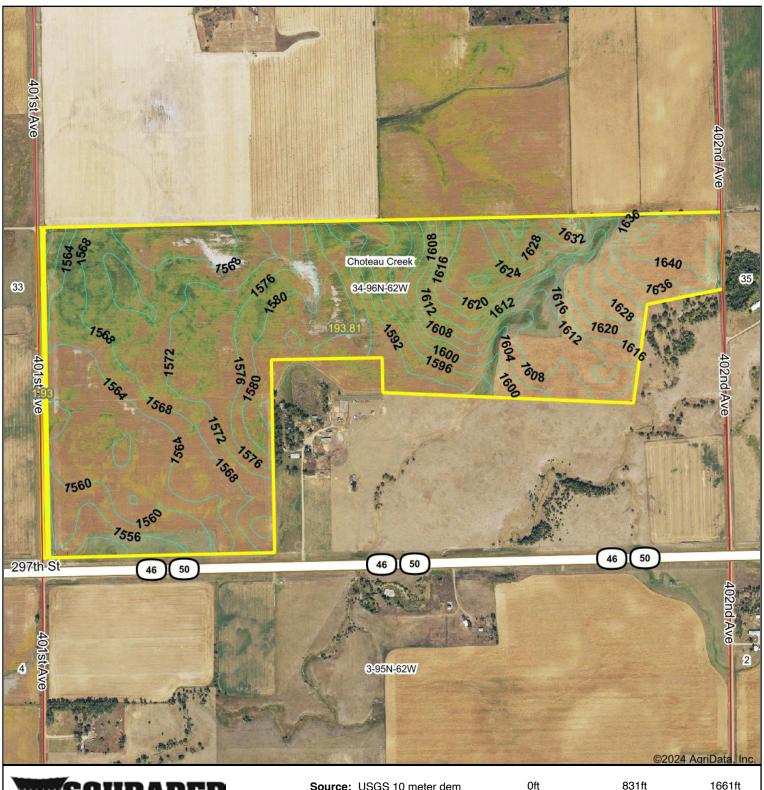






Area S	Symbol: SD023, Soil A	Area Ver	sion: 31										
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Productivity Index	Alfalfa hay Tons	Bromegrass alfalfa AUM	Corn Bu	Grain sorghum Bu	Oats Bu	Spring wheat Bu	Winter wheat Bu
HmB	Homme-Ethan-Onita complex, 1 to 6 percent slopes	99.40	50.7%		lle	80							
HoB	Homme-Onita silty clay loams, 1 to 6 percent slopes	34.77	17.8%		lle	86							
Ot	Onita-Tetonka silt loams	27.90	14.3%		IIIc	85	3.1	5.2	66	67	70	31	37
EuC	Ethan-Homme complex, 6 to 9 percent slopes	16.92	8.6%		IVe	64							
On	Mobridge silt loam, 0 to 2 percent slopes	12.55	6.4%		lic	94							
EtD	Ethan-Clarno loams, 9 to 15 percent slopes	3.55	1.8%		Ve	46							
HIA	Highmore-Walke silt loams, 0 to 2 percent slopes	0.49	0.3%		llc	85							
Tn	Tetonka-Chancellor silty clay loams	0.10	0.1%		Illw	66							
BeE	Ethan-Betts loams, 9 to 15 percent slopes	0.06	0.0%		Vle	30							
	•		Weighte	d Average	2.37	80.7	0.4	0.7	9.4	9.5	10	4.4	5.3

# **TOPO CONTOURS MAP-TRACTS 2 & 3**







Source: USGS 10 meter dem

Interval(ft): 4.0 Min: 1,549.7 Max: 1,644.6 Range: 94.9

Average: 1,587.5

Standard Deviation: 25,26 ft

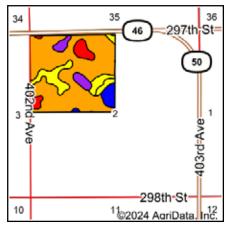


**Charles Mix County** South Dakota 7/30/2024

Boundary Center: 43° 5' 9.29, -98° 9' 26.96

# **SOIL MAP - TRACTS 4-7**

HmB Sm Te Wo HmB Tn Te Tn HoB EtD HoB ©2024 AgriData, Inc.



**South Dakota** State: County: **Charles Mix** 2-95N-62W Location: Township: **Lone Tree** 145.47 Acres: 7/30/2024 Date:







Soils data provided by USDA and NRCS.

Area S	Symbol: SD023, Soil Area Version: 31								
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Productivity Index	Alfalfa hay Tons	Bromegrass alfalfa AUM	Oats Bu
HmB	Homme-Ethan-Onita complex, 1 to 6 percent slopes	103.40	71.1%		lle	80			
Tn	Tetonka-Chancellor silty clay loams	16.48	11.3%		IIIw	66			
Te	Tetonka silt loam, 0 to 1 percent slopes	7.34	5.0%		IVw	56			
HoB	Homme-Onita silty clay loams, 1 to 6 percent slopes	6.28	4.3%		lle	86			
Wo	Worthing silty clay loam, 0 to 1 percent slopes	5.93	4.1%		Vw	30			
EtD	Ethan-Clarno loams, 9 to 15 percent slopes	2.93	2.0%		Ve	46			
EuC	Ethan-Homme complex, 6 to 9 percent slopes	2.70	1.9%		IVe	64			
Sm	Salmo-Napa complex	0.41	0.3%		Vw	37	2.4	4	4
	•	•	Weighte	d Average	2.44	74.3	*-	*-	0.

# **TOPO CONTOURS MAP - TRACTS 4-7**







Source: USGS 10 meter dem

Interval(ft): 3.0 Min: 1,623.4 Max: 1,659.0 Range: 35.6

Average: 1,642.3

Standard Deviation: 5,22 ft

7/30/2024

2-95N-62W **Charles Mix County** South Dakota

Boundary Center: 43° 4' 43.75, -98° 8' 33.27

# COUNTY TAX INFORMATION

# **TAX INFORMATION - TRACT 1**

#### **Taxpayer Information**

#### **Deed Holder**

ANDERSH, JAMES & KATHERINE L JAMES & KATHERINE L ANDERSH, REVOCABLE FAMILY TRUST **CO-TRUSTEES** 

**Mailing Address** 

29712 402ND AVE

WAGNER SD57380

#### Property Address

**Address** 

Section - Township - Range 4 95 62

16.04.1040

#### CHARLES MIX COUNTY



#### **Parcel Information**

**Deeded Acres Legal Description** SE1/4-NE1/4

\$ Per Acre

1614WA **Tax District** 

Building Information								
Location	Year Built	Remodel						
Grade	Construction	Year						
Stories	Bedrooms	SQ Feet						
Fireplace	A/C	Bathrooms						
Basement	Partition	Heat						
SF	Finish	Lot Size						
Irregular Lot	Corner Lot	Garage						

**Additional Information** 

#### **Assessor Information**

	Year 2023
AGA	\$91,251
	\$0
	\$0
	\$0
	\$0
Total	\$91,251

# **TAX INFORMATION - TRACT 1**

		Asse	ssor History	Information				
	Year	Total Values						
	2023	\$91,251						
	2022 \$88,569							
	2021			\$83,747				
		Ta	x History Inf	ormation				
Year	1st 1/2 Total Amount Due	1st 1/2 Amount Paid	1st 1/2 Paid Date	2nd 1/2 Total Amount Due	2nd 1/2 Am Paid	nount 2	nd 1/2 Paid Date	
2023	\$304.17	\$0.00		\$304.17	\$0.00			
2022	\$287.25	\$287.25	04/25/2023	\$287.25	\$287.25	5	10/24/2023	
2021	\$280.68	\$280.68	04/26/2022	\$280.68	\$280.68	3	10/11/2022	
2020	\$288.88	\$288.88	04/30/2021	\$288.88	\$288.88	3	10/22/2021	
2019	\$291.04	\$291.04	04/27/2020 \$291.04		\$291.04	ı	11/09/2020	
			Sales His	tory				
Cala Da		<b>6</b> II	_		<u>_</u>			
Sale Da	te Sequence	Seller	Buyer	Book	Page	Transfer Fee	Sale Amount	
Sale Da	sequence Sequence	Seller	Buyer	Book	Page			
Sale Da	te Sequence	Seller	Buyer	Book	Page			
Sale Da	te Sequence	Seller	Buyer	Book	Page			
Sale Da	te Sequence	Seller	Buyer	Book	Page			
Sale Da	te Sequence	Seller	Buyer	Book	Page			
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Sale Da	ite Sequence	Seller	Buyer	Book	Page			
Sale Da	te Sequence	Seller	Buyer	Book	Page			
Sale Da	ite Sequence	Seller	Buyer	Book	Page			
Sale Da	ite Sequence	Seller	Buyer	Book	Page			

# **TAX INFORMATION - Tract 2 & West Tract 3**

#### **Taxpayer Information**

#### **Deed Holder**

ANDERSH, JAMES & KATHERINE L JAMES & KATHERINE L ANDERSH, REVOCABLE FAMILY TRUST CO-TRUSTEES

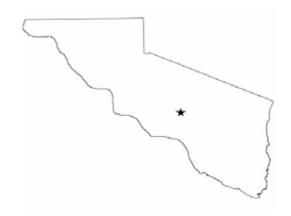
Mailing Address 40140 SD HWY 46 WAGNER SD57380

#### **Property Address**

**Address** 

Section - Township - Range 34 96 62 04.34.3000

#### CHARLES MIX COUNTY



#### **Parcel Information**

Legal Description SW1/4 LESS .42A CO R/W, EX LOT H2, 6.79A & EX LOT R-4, .99A Deeded Acres 151 \$ Per Acre

Tax District 0414WA

	Building Information								
Location	CHOTEAU CR	Year Built	0	Remodel	0				
Grade	Grade		Construction						
Stories		Bedrooms		SQ Feet					
Fireplace		A/C		Bathrooms					
Basement		Partition		Heat					
SF		Finish		Lot Size					
Irregular Lot		Corner Lot		Garage	х				

**Additional Information** 

#### **Assessor Information**

	Year 2023
AGA	\$370,125
	\$0
	\$0
	\$0
	\$0
Total	\$370,125

# **TAX INFORMATION - Tract 2 & West Tract 3**

		Asses	ssor History	Information				
	Year			Total Values				
2023				\$370,125				
	2022			\$364,810				
	2021			\$345,003				
		Ta	x History Inf	ormation				
Year	1st 1/2 Total Amount Due	1st 1/2 Amount Paid	1st 1/2 Paid Date	2nd 1/2 Total Amount Due	2nd 1/2 Am Paid	nount	2nd 1/2 Paid Date	
2023	\$1,156.02	\$0.00		\$1,156.02	\$0.00			
2022	\$1,107.33	\$1,107.33	04/25/2023	\$1,107.33	\$1,107.3	3	10/24/2023	
2021	\$1,085.77	\$1,085.77	04/26/2022	\$1,085.77	\$1,085.7	7	10/11/2022	
2020	\$1,124.10	\$1,124.10	04/30/2021	\$1,124.10	\$1,124.1	0	10/22/2021	
2019	\$1,133.04	\$1,133.04	04/27/2020	\$1,133.04	\$1,133.0	14	11/09/2020	
			Sales His	tory				
Sale Da	te Sequence	Seller	Buyer	Book	Page	Transfe Fee	er Sale Amount	
10/18/20:	20220473	ANDERSH, JAMES & KATHERINE L	ANDERSH REVOCABLE FAMILY TRUST	137	451	\$0	\$0	
11/06/20	20170431	Andersh, James & Katherine L	ANDERSH, DOUGLAS G	132	409	\$0	\$25,000	

# **TAX INFORMATION - Tract 3 & Split Not in Auction**

#### **Taxpayer Information**

#### **Deed Holder**

ANDERSH, JAMES & KATHERINE L JAMES & KATHERINE L ANDERSH, REVOCABLE FAMILY TRUST CO-TRUSTEES

Mailing Address 29712 402ND AVE WAGNER SD57380

#### **Property Address**

**Address** 

Section - Township - Range 34 96 62 04.34.4000

#### CHARLES MIX COUNTY



#### **Parcel Information**

Legal Description SE1/4 LESS .42A CO R/W & EX LOT H2, 6.77A Deeded Acres 152.81 \$ Per Acre

Tax District 0414WA

Building Information								
Location	Year Built	Remodel						
Grade	Construction	Year						
Stories	Bedrooms	SQ Feet						
Fireplace	A/C	Bathrooms						
Basement	Partition	Heat						
SF	Finish	Lot Size						
Irregular Lot	Corner Lot	Garage						

#### **Additional Information**

#### **Assessor Information**

	<b>Year</b> 2023
AGA	\$290,683
	\$0
	\$0
	\$0
	\$0
Total	\$290,683

# **TAX INFORMATION - Tract 3 & Split Not in Auction**

	Asse	ssor History	Information					
Year	Assessor History Information  Total Values							
2023	\$290,683							
2022	\$285,947							
2021	\$270,078							
	Ta	x History Inf	ormation					
Year 1st 1/2 Total 1 Amount Due	st 1/2 Amount Paid	1st 1/2 Paid Date	2nd 1/2 Total Amount Due	2nd 1/2 Am Paid	nount 2n	d 1/2 Paid Date		
2023 \$907.90	\$0.00		\$907.90	\$0.00				
2022 \$867.95	\$867.95	04/25/2023	\$867.95	\$867.95	5 1	0/24/2023		
2021 \$849.97	\$849.97	04/26/2022	\$849.97	\$849.97	7 1	10/11/2022		
2020 \$873.68	\$873.68	04/30/2021	\$873.68	\$873.68	3 1	10/22/2021		
2019 \$873.91	\$873.91	04/27/2020	\$873.91	\$873.91	1 1	1/09/2020		
		Sales His	tory					
Sale Date Sequence	Seller	Buyer	Book	Page	Transfer Fee	Sale Amount		

# **TAX INFORMATION - TRACTS 4-7**

#### **Taxpayer Information**

#### **Deed Holder**

ANDERSH, JAMES & KATHERINE L JAMES & KATHERINE L ANDERSH- REVOCABLE FAMILY TRUST CO-TRUSTEES

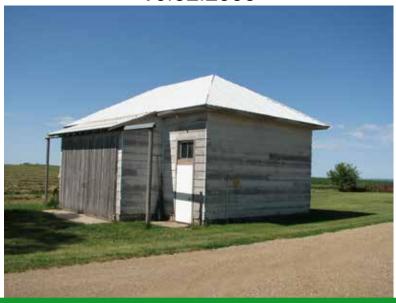
Mailing Address 29712 402ND AVE

### WAGNER SD57380 Property Address

#### Address

29712 402ND AVE

Section - Township - Range 2 95 62 16.02.2000



#### **Parcel Information**

Legal Description

LOTS 3-4. S1/2-NW1/4

LESS H-2

Deeded Acres 147.4

\$ Per Acre

Tax District 1614WA

Building Information						
Location	LONE TREE		Year Built	1920	Remodel	1975
Grade	FAIR		Construction		Year	
Stories			Bedrooms	4	SQ Feet	1466
Fireplace			A/C	N	Bathrooms	2
Basement	1440	Partition			Heat	FA
SF		Finish		Lot Size	147.4 ACRES	
Irregular Lot	N		Corner Lot	N	Garage	24 x 26
Additional Information ATTACHED GA		RAGE\ AG BLDGS (	SEE CARD)			

Additional information	A MONED Granter (NE 52500 (GEE Grants)				
Assessor Information					
Year					
2023					
	AGA	\$312,344			
	AGA1	\$1,540			
	NAA1S	\$53,900			
		\$0			
		\$0			
	Total	\$367,784			

## **TAX INFORMATION - TRACTS 4-7**

Assessor History Information							
Assessor History Information  Year Total Values							
	Year Total Values 2023 \$367,784						
	2023 \$357,764						
	2021			\$333,980			
Tax History Information							
Year	1st 1/2 Total Amount Due	1st 1/2 Amount Paid	1st 1/2 Paid Date	2nd 1/2 Total Amount Due	2nd 1/2 Am Paid	ount 2	2nd 1/2 Paid Date
2023	\$1,303.27	\$0.00		\$1,303.27	\$0.00		
2022	\$1,226.17	\$1,226.17	04/25/2023	\$1,226.17	\$1,226.1	7	10/24/2023
2021	\$1,189.35	\$1,189.35	04/26/2022	\$1,189.35	\$1,189.3	5	10/11/2022
2020	\$1,183.51	\$1,183.51	04/30/2021	\$1,183.51	\$1,183.5	1	10/22/2021
2019	\$1,183.18	\$1,183.18	04/27/2020	\$1,183.18	\$1,183.1	8	11/09/2020
			Sales His	tory			
Sale Da	te Sequence	Seller	Buyer	Book	Page	Transfe Fee	r Sale Amount
10/18/20	20220474	ANDERSH, JAMES	ANDERSH REVOCABLE FAMILY TRUST	137	452	\$0	\$0
		7 (10 17)					

# **PRELIMINARY TITLE**

### **PRELIMINARY TITLE - TRACT 1**

Cover page for:

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

Preliminary title insurance schedules prepared by:

**Titles of Dakota** 

(File Number: 24-0892)

#### **Auction Tract 1**

(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

### **TAX INFORMATION - TRACT 1**

# 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.:

Issuina 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.:

24-0892

Issuing Office File No.: 24-0892 Property Address:

n/a, Wagner, SD 57380

#### 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

The Land is described as follows:

Southeast quarter of northeast quarter (SE¼NE¼) Section four (4), 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.

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### PRELIMINARY TITLE - TRACT 1

#### SCHEDULE A

(Continued)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

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

Attest Down 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.

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### **TAX INFORMATION - TRACT 1**

## \*\*\*\*\* \* 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.
- 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 Living 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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### **PRELIMINARY TITLE - TRACT 1**

# \*\*\*\*\* \* 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. Rights of tenants in possession under the terms of unrecorded leases.
- 9. Any setback lines and utility easements that may exist.

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### **TAX INFORMATION - TRACT 1**

#### SCHEDULE B, PART II

(Continued)

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

SE½NE½ Section 4 - T95N - R62W, assessed to James & Katherine L Andersh co-trustees, James & Katherine L Andersh Revocable Family Trust, Parcel #16.04.1040 (40 A), tax in the total amount of \$608.34, first installment of \$304.17 ---- UNPAID

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

- 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.
- 12. 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.
- 13. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.
- 14. 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.



### **PRELIMINARY TITLE - TRACT 1**

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

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STATE OF SOUTH DAKOTA )

(COUNTY OF PENNINGTON )

**AFFIDAVIT** 

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

- 1. 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

### TAX INFORMATION - TRACT

- 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 12 day of October, 2010.

Attorney for Charles Mix Electric Association, Inc.

State of South Dakota)

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

# **PRELIMINARY TITLE - TRACT 1**

Lone Tree

#### Exhibit A

Section	Twnshp	Range	Description		Grantor	Date
Section	1 95		W 1/2	NW1/4	Joseph & Antonia Placek	1/3/1948
	1 95		Lot 10		Elsie Gledd	7/11/1949
	1 95	Accesses to the control of	W 1/2	SE1/4	Elsie Gledd	7/11/1949
	1 95		Lot 9		Elsie Giedd	7/11/1949
	1 95		Lot 5		Elsie Giedd	7/11/1949
	1 95		Lot 6		Elsie Giedd	7/11/1949
	1 95		Lot 8		Elsie Giedd	7/11/1949
	1 95			SW1/4	Eugene Kozel	11/3/1953
	2 95		Lot 3		Frank & Barbara Turek	12/2/1947
	2 95		S 1/2	NW1/4	Frank & Barbara Turek	12/2/1947
	2 95		Lot 4		Frank & Barbara Turek	12/2/1947
	2 95		S 1/2	NE1/4	Joseph & Rose Petrik	1/17/1948
	2 95			NW1/4	Frank Tucek	12/31/1947
	2 95		Lot 4		Frank Tucek	10/24/1945
	2. 95		Lot 3	· · · · · · · · · · · · · · · · · · ·	Frank Tucek	10/24/1945
	3: 95		Lot 3	to the party of the same	Thomas & Ann Sykora	11/26/1945
	3 95		Lot 1		Thomas & Ann Sykora	11/26/1945
			Lot 2		Thomas & Ann Sykora	11/26/1945
	Characteristics and a second		S 1/2	NE1/4	Thomas Sykora	12/18/1947
	3 95 3 95		Lot 1		Thomas Sykora	12/18/1947
	3 95		Lot 3		Thomas Sykora	12/18/1947
			SE 1/4	NW1/4	Thomas Sykora	12/18/1948
	3 95 3 95		Lot 2	10073	Thomas Sykora	12/18/1947
	3 95		W 1/2	NW1/4	Ladislav Andersh	3/22/1954
	3 95 3 95		N 1/2	SW1/4	Ladislav Andersh	3/22/1954
			NW 1/4	SE1/4	Albert Cihak	11/27/1945
			S 1/2	SE1/4	Albert Cihak	11/27/1945
			SE 1/4	NE1/4	Ladislav Andersh	5/19/1954
THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	4 95		NE 1/4	NE1/4	Elmo Gullikson	5/18/1954
	4 95 4 95			NW1/4	Elmo & Arlene Gullikson	11/27/1959
THE REAL PROPERTY.			NE 1/4	NE1/4	Elmo & Arlene Gullikson	11/27/1959
			E 1/2	SE1/4	Elmo & Arlene Gullikson	11/27/1959
	4 95		E 1/2	51/2	Elmo & Arlene Gullikson	11/27/1959
	4 95	And an incident of the last of	Lot 4	NE¼	Henry Weddell	1/10/1975
	4 95		Lot 4 NE1/4 NW1/4 SW1/4	NE14	Henry Weddell	11/10/1975
	4 95			114/4	Henry Weddell	10/31/1975
	4 95		Lot 4	sw¼	Yankton Sioux Housing	7/26/1978
	4 95	62		1944	Trankon Sloux riousing	1120/10/0

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 (SW1/4) 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

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 Monroe
Attost Douis Wold

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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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#### \*\*\*\*\*\* \* 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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#### **SCHEDULE B, PART II**

(Continued)

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

SW½ 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.
- 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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#### **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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#### MISCELLANEOUS RECORD No. 27

CHARLES MIX COUNTY, SOUTH DAKOTA

Section (Control of Control of Co			
UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINI	STRATION		
RIGHT-OF-WAY EASEMENT			
Know All Men By These Presents:  That in comideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of to James and Knitherine Anderen, husband and wife, hereinster referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity for hereinster referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity for hereinster referred to as GRANTOR, the receipt of which is hereby acknowledged, the GRANTOR does here convey unto the GRANTORE. Its successor and assigns, a perpotent easement with the right to erect, construction of the control	rmed under SDCL 66-16 as amended, by grant, bargain, sell, transfer, and let install and law and thereafter was		
St Section 34 Township 96 Range 62			
together with the right of lagress 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: Pifteen (15) feet on either side of the center line of the pipeline as contrivede, and insofar as possible the center line shall be Fifteen (15) feet inside of the funce line which fence line is the boundary of the property of the GRANTORS.  The consideration hereinabove reclied shall constitute payment in full for any damages to 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 G The grant and other provisions of this easement shall constitute a convenant running with the land for the be and assigns.			
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this Lth day of June	, 19.75		
James Ander			
STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss. Katherine A	ndersh(SEAL)		
On this the 4th day of June , 1975 , before me Glenda M. Hall			
the undersigned officer, personally appeared James Andersh and Katherine Andersh known to me or satisfactorily proven to be the person S whose same S are	, husband and wife,		
subscribed to the within instrument and acknowledged that, he'y executed the same for the purposes therein.  In witness whereof I hereunto set my hand and official seal.  My Commission expires:	rontained.		
Jan. 30, 1983(SEAL) Glenda M. Hall	Notary Public, South Dakota.		
State of South Dakota, County of Charles Mix ss.	I was y I was y was brave.		
	, 19 77 at 4 o'clock BM.		
Linda Matuska Dep. MacTha	Melmen Register of Deeds		
	-		
UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS BOME ADMINI RIGHT-OF-WAY EASEMENT	STEATION		
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 James Larry Cinak and Sharon Chark bereinster referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity for bereinster referred to as GRANTOR, the receipt of which is bereby acknowledged, the GRANTOR does here convey unto the GRANTEE, its successor and assigns, a perpetual scammon with the right to erect, constructions, inspect, repair, maintain, replace, and remove water gipes, connections, walves, and all other device of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix Combining described as follows:	med under SDCL 45-16 as amended, by grant, bargain, sell, transfer, and control and lay, and thereafter use,		
St of Section 23-96-62	/		
together with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and assist The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of boundary of the property of the GRANTORS.	feet on either side of the center line		
The consideration hereinabove recised shall constitute payment in full for any damages to the land of the GRI reason of the installation, operation, and maintenance of the structures or improvements referred to herein. It has been also	the GRANTEE covenants to maintain RANTOR, his successors and assigns.		
and sasigns.  IN WITNESS WHEREOF, the GRANTORS have executed this instrument this1.9th.day ofMonto	h 19_76		
James L. Cihak			
STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix SS Sharon Cihak(S	DAD)		
On this the 19th day of March 19 76 before me Glenda M. Hall the undersigned officer, personally appeared James Larry Cihak and Sharon Cihak, husband an dwife			
knows to me or satisfactorily proven to be the person S whose name S APC subscribed to the within instrument and acknowledged that be Y executed the same for the purposes therein in witness whereof I hereunto set my hand and official seal.			
My Commission expires:			
Jan. 30, 1983(SEM.) Clenda M. Hall	Notary Public, South Dakota.		
State of South Dakots, County of Charles Mix 25.			
and recorded in book 27 of Miscellaneous and page 350	19 77 at 4 o'clock P.M.		
Linda Matuska  Dep.  Dep.			

	••	
	•	
Form SDE 167 (Bov. 18-45)		
BURIED EXCHANGE FACIL	LITY EASEMENT	
The undersigned owner(s) of an interest in the real "Owner") hereby grant(s) and convey(s) to NORTHWE an Iowa corporation, its associated and allied companies	STERN BELL TELEPH	ONE COMPANY,
lessees and agents (hereinafter called "Company"), in co	nsideration of the sum of .	\$25.00
Twenty-five and no/100		Dollars
received from the Company and of the agreements stated struct, operate, maintain, replace, and remove a communic wires, surface terminals, surface markers (at fence lines with the right of access thereto for the purpose of exercisi across the following described real estate located in the (	ntions system consisting , if any) and associated ( ng the rights herein grant	of buried cable or equipment, together ed, upon, under and
State of South Dakota.	Journey of	
The South Half of the South Half of the (S 1/2, S 1/2, SW 1/4) of Section 34, 7		
Range 62 West.		
•		
	,	
		•
	•	
The Company agrees to bury all cables and wires belo ordinary cultivation of the land, and to pay for all damage pany's exercise of the rights herein granted, except as st	to Owner's property aris	ing from the Com-
•		
	•	
		•
	•	
Signed this day of	eil_	, 19
WITNESSES:	WNER:	
Mary E. Dawley.	James and	Push !
· · · · · · · · · · · · · · · · · · ·	Thursens !	wnull
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E OF Suite Nation	88.	· · · · · · · · · · · · · · · · · · ·
NTY OF MICHELLE		Olil 1972 before me,
on this the day	of October 1	the undersigned officer,
Thary 6	Daweig	the understylled by the t
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atterior of	merely,	William Francis
m to me or satisfactorily proven to be	e the person(s) whose	name(8) 2000 substitute to
vithin instrument and acknowledged t vined.	that stage stage	
In witness whereof I hereunto set my	hand and official sea	i. I Marilia
MARY E. DAWLEY, Notary I	Public MA	U. G. A VIII US
South Dakota  My Commission Expires Sept.	•	Notary Public
Con Control of Control	rporate Acknowledgment	
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INTY OF		and the second second second
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cared by	nent for the purposes my hand and official	state of South Dakots, County of Charles Mix
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concluy appeared	nent for the purposes my hand and official	state of South Dakots, County of Charles Mix  I certify the within instrument was in the county of t
that he, as such to do, executed the foregoing instrum the corporation by himself as In witness whereof I hereunto set in the section in Section	nent for the purposes my hand and official	seal.  Notary Public  State of South Dakots; Scounty of Charles Mix I certify the within instrument was a record the 29 day of Suxu
that he, as such to do, executed the foregoing instrum the corporation by himself as In witness whereof I hereunto set 1 me of Town set of	nent for the purposes my hand and official	state of South Dakots, County of Charles Mix  I certify the within instrument was in the county of t
concluy appeared	nent for the purposes my hand and official	state of South Dakots, County of Charles Mix

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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.

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

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Continued on following page

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166 IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Private Right of Way Agreement effective as of the Closing Date, not withstanding the actual date of signature.

ASSIGNOR:

ASSIGNEE:

U S WEST COMMUNICATIONS, INC.

FORT RANDALL TELEPHONE COMPANY, a South Dakota corporation

Dy: Linda J. Laskowski

Title: Vice President-South Dakota

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

\y:\cocotran\lml\sd\privro2.doc 6/6/96

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#### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA	) ) ss.
COUNTY OF MINNEHAHA	)
Communications Inc., a corporation	1996, before me, ed officer, personally appeared Linda J. Laskowski, Vice President - South Dakota of U S WEST, and that she as such Vice President being authorized rument for the purposes therein contained, by signing alf as Vice President.
In witness whereof I hereun	o set my hand and official seal.
	Notary Public Peyes
[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

\y:\cocotran\lml\sd\privro2.doc 6/6/96

168

#### **ACKNOWLEDGMENT**

STATE OF SOUTH DAKOTA	) ) ss.
COUNTY OF MINNEHAHA	)
acknowledged him/herself to be the Treas COMPANY, a South Dakota corporation,	a corporation, and that s/he as such Treasuregoing instrument for the purposes therein
In witness whereof I hereunto set i	ny hand and official seal.
Notary Pub	olic Meyer
[SEAL]	• •

Continued on following page

This document was prepared by

Henry B. Pickens, Esq. U S WEST, Inc. 7800 E. Orchard Rd., Suite 490

\y:\cocotran\lmi\sd\privro2.doc

7800 E. Orchard Rd., Sui Englewood, CO 80111 (303) 793-6505

199

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

246

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 ) 88

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, Register of Deeds

250

#### **RIGHT-OF-WAY EASEMENT**

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

	TAMES Andersh + Katherine L. Andersh
	distribution 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 (hereinafter called the "Co-operative").
	successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of classes
	Mix, State of South Dakota, and more particularly described as follows:
	South Half (52)
	000001 110011 ( 0 2)
	•
	In Section 34, Township 96N, 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:
	•
	•
X	IN WITNESS WHEREOF, the undersigned have set their hands and seals this /3day of Mard, 1998
•	20 a well broke us
	Kallerner Tarder (U.S.)
	<u>///(L.S.)</u>
	James Andersh (L.S.)
	Signed, sealed and delivered in the presence of: Ketherine Andersh
	STATE OF SOUTH DAKOTA) INDIVIDUAL ACKNOWLEDGEMENT COUNTY OF 3ss
	•
	On this the 13th day of Marcale, 1998 before nu, Chanda M. Hall
	the undersigned officer, personally, appearedInners Andresh - Kartherine L. Midersh
	known to me or satisfactorily proven to be the person whose name 5 116
	subscribed to the within instrument and acknowledged that $\frac{1}{2}$ he $\frac{1}{2}$ executed the same for the purposes therein
	contained.
	In Witness Whereof I hereunto set my hand and official scal.
	My commission expires: 1-30.99 Notary Public, Checkes Aix County
	Glenda M. Hall (SEAL)
	My commission expires: 1-30.79 Notary Public, Charles Aix County
	State of South Pakota
	Glenda M. Hall Notary Public, South <b>Dekots</b>
	Moreta Lagran Description of the Contract of t

Continued on following page Commission expires: 01-30-91

251

STATE OF SOUTH DAKOTA ) ss 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.

Manica Under Monica Walder, Register of Deeds

66



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

IT ÉASÉMENT k; 58 Page;

# Pages: 2

File No. <u>E06-25-24.9</u>

### TRANSMISSION LINE OVERHANG EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned <u>James Andersh and Katherine L. 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 Southwest Quarter (SW%), 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 5<sup>th</sup> 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 under day of, in the	signed have set their hands and seals this
James Andersh	Katherine L. Andersh
State of South DAKOTA )SS	
County of CHARLES MIX	
On this <u>/9</u> day of <u>Fragu</u> personally appeared <u>James Andersh</u>	, 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 r	ne that he (or they) executed the same.
My commission expires  ANTHONY J. ENGLERT  SEAL NOTARY PUBLIC SEAL  My Commission Expires June 7, 2017  My Commission Expires June 7, 2017	Notary Public, State of Sound Date 4
State of South DAKETA )  SS  County of CHALLES MIX )	
On this <u>19</u> day of <u>FEBRU</u> personally appeared Katherine L. Anders	, in the year 20_14, before me h_, known to me (or proved to me on the oath of) be the person(s) described in, and who executed the
within instrument and acknowledged to me t	
My commission expires	- Southon Ento
ANTHONY J. ÉNGLÉRT  SEAL NOTARY PUBLIC SEAL  SOUTH DAKOTA  My Commission Expires June 7, 2017	Notary Public, State of South DAKOTA Page 2 of 2

Cover page for:

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

Preliminary title insurance schedules prepared by:

**Titles of Dakota** 

(File Number: 24-0936)

# Pt. of Auction Tract 3 (and other land)

(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.:

24-0936

Issuing Office File No.: 24-0936 Property Address:

Wagner, SD 57380

#### **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:

Southeast quarter (SE1/4), less .42 A County R/W and Except Lot H-2 (6.77 A), 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, 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

(812) 371-1111

Attest Down Wold

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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.
- 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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### \*\*\*\*\* CLD 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.
- (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. Rights of tenants in possession under the terms of unrecorded leases.

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#### **SCHEDULE B, PART II**

(Continued)

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

SE½ less 0.42 A County R/W, Except Lot H2 (6.77 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 #04.34.4000 (152.81 A), tax in the total amount of \$1,815.80, first installment of \$907.90 paid, second installment of \$907.90 - - - - UNPAID

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

- 10. 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.
- 11. 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 153-154. See copy attached.
- 12. 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.
- 13. Vested Drainage Right Form executed by Evonne M. Gregory, RR 1, Box 174, Sioux City, Iowa, dated June 16, 1992, filed June 26, 1992 at 9:00 o'clock A.M, recorded in Book 38 of Miscellaneous Records, page 683. 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. 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.
- 16. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.
- 17. Any setback lines and utility easements that may exist.

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#### **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 -

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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#### MISCELLANEOUS RECORD No. 27

CHARLES MIX COUNTY, SOUTH DAKOTA

	The state of the s
United States department of agriculture F	
RIGHT-OF-WAY EASE	
	··· <del>····</del> ·
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
That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be James and Katherine Andersh, husband and wife burelastier referred to as GRANTOR, by RANDALL COMMUNITY WATER DIS hereinstier referred to as GRANTEE, the receipt of which is bereby acknowledged, convey unto the GRANTEE, its successor and assigns, a perpotual easement with operate, imspect, repair, maintain, replace, and remove water totes, connections, v.	PDICT a mable entity formed under SDOT 45.16 or asserted
hereinafter referred to as GRANTEE, the receipt of which is bereby 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, v. of a rural water system, over, across and through the land of the GRANTOR, situ	aves, and all other devices used in connection with the operation
being described as follows:	
St Section 34 Township 96 Range 62	i i
٠.	
together with the right of ingress and agrees man the adjacent leads of the Circums	
together with the right of ingress and egress over the adjacent lands of the GRANTO	
The easement shall be thirty (30) feet in width, the center line of which is described the pipeline as constructed, and insofar as possible the center line shall be leading to the center line shall be leader.	ed as follows: Fifteen (15) feet on either side of the center line
boundary of the property of the GRANTORS.	smooth (12) test further of the tence time which tence time is the
The consideration hereinabove recited shall constitute payment in full for any dam-	sees to the land of the GRANTOR, his successors and assigns by
N FEZSON OF THE INSTALLATION, OPERATION, and maintenance of the viruelines or improver	newly referred to herein The CDARFIED
ero experient in Sood leban so that its milestoning drings and legalt nom its die	to the adjacent and of the GRANTOR, his successors and assigns.
The grant and other provisions of this easement shall constitute a convenant running and assigns.	ng with the land for the benefit of the GRANTEE, its successors
	h day of June 1975
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this _41	i i
	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 .
	therine 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, hey 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)Glend	la M. Hall
THE LAND THE PARTY	Notary Public, South Dakota.
	tioner, t abite, doubt Darbia.
State of South Dakota, County of Charles Mix ss.	
I certify the within instrument was filed on record the 14th day of Mar	o'ch , 19 77 at 4 o'clock h.
and recorded in book 27 of Miscellaneous and page 350 .	,
Linda Matuska	Martha Melmer
By Dep.	
pep.	Register of Deeds
TRANSPORTER CONTRACTOR OF A CO	
UNITED STATES DEPARTMENT OF AGRICULTURE F	/ 1
RIGHT-OF-WAY EASE	/ 1
RIGHT-OF-WAY EASE Know All Man By These Presents:	MENT
RIGHT-OF-WAY EASE Know All Men By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be	MENT
RIGHT-OF-WAY EASE Know All Men By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be James Larry Chak and Sharon Chak	MENT  derived by the laying of the water lines bereinafter described to
RIGHT-OF-WAY EASE Know All Men By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be James Larry Chak and Sharon Chak	MENT  derived by the laying of the water lines bereinafter described to
RIGHT-OF-WAY EASE Know All Mon By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be James Larry Cihak and Sharon Cihak hereinafter referred to as GRANTES, the ANDALL COMMUNITY WATER DIS hereinafter referred to be GRANTES, the receipt of which is bareby acknowledged, convey unto the GRANTES. Its successor and arries a control with the GRANTES.	MENT  derived by the laying of the water lines bereinafter described to  PRIOT, a public entity formed under SDCL 46-16 as amended, the GRANTOR does hereby grant, bargain, sell, transfer, and
RIGHT-OF-WAY EASE Know All Men By These Presents: That in consideration of One Dellar (FLOS) or in consideration of the benefits to be James Larry Cihak and Sharon Cihak herelander referred to as GRANTES, by RANDALL COMMUNITY WATER DIS herelander referred to as GRANTES, the receipt of which is bereby acknowledged, convey unto the GRANTES, its successor and assigns, a perpetual easement with operate, impect, repair, maintain, replace, and remove water pipes, connections, y of a rural water system, over, across and through the land of the GRANTOR, sire	MENT  derived by the laying of the water lines bereinafter described to  PRIOT, a public entity formed under SDCL 46-16 as amended, the GRANTOR does hereby grant, bargain, sell, transfer, and
RIGHT-OF-WAY EASE Know All Men By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be James Larry Chak and Sharon Chak	MENT  derived by the laying of the water lines bereinafter described to  PRIOT, a public entity formed under SDCL 46-16 as amended, the GRANTOR does hereby grant, bargain, sell, transfer, and
RIGHT-OF-WAY EASE Know All Men By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be James Larry Cinak and Sharon Cinak hereinafter referred to as GRANTER, the receipt of which is bereby acknowledged, convey unto the GRANTER, its accessor and assigns, a perpetual ease ment with operate, inspect, repair, maintain, replace, and remove water pipes, connections, v of a rural water system, over, across and through the land of the GRANTOR, six being described as follows:	MENT  derived by the laying of the water lines bereinafter described to  PRIOT, a public entity formed under SDCL 46-16 as amended, the GRANTOR does hereby grant, bargain, sell, transfer, and
RIGHT-OF-WAY EASE Know All Men By These Presents: That in consideration of One Dellar (FLOS) or in consideration of the benefits to be James Larry Cihak and Sharon Cihak herelander referred to as GRANTES, by RANDALL COMMUNITY WATER DIS herelander referred to as GRANTES, the receipt of which is bereby acknowledged, convey unto the GRANTES, its successor and assigns, a perpetual easement with operate, impect, repair, maintain, replace, and remove water pipes, connections, y of a rural water system, over, across and through the land of the GRANTOR, sire	MENT  derived by the laying of the water lines bereinafter described to  PRIOT, a public entity formed under SDCL 46-16 as amended, the GRANTOR does hereby grant, bargain, sell, transfer, and
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Form SDE 107				•	
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'Owner'') her	rrsigned owner(s) of an e reby grant(s) and conve poration, its associated ar	y(s) to NORI	HWESTERN	BELL TELEP	HONE COMPAN
essees and ag	gents (hereinafter called	"Company"),	in consideratio	n of the sum of	\$25.00
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Mary E. Dawley, 8	Notary Public '	May	Notam Bublic	when
South Dake My Commission Expire	ota - Game 18 1084		140tary Facility	
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STATE OF	}88 <b>.</b> .		•	
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who acknowledged himself to be the of	trument for the	re purposes ti and official se	Notary Public  State of South   County of Charl   County the with	Dakota, ss
who acknowledged himself to be the .  of	trument for the	re purposes ti and official se	State of South County of Charles record that sound in book seems of the sound in	Dakota, ss
who acknowledged himself to be the of	trument for the	re purposes ti and official se	Notary Public  State of South   county of Charl   certify the with   record that	Dakota, ss
who acknowledged himself to be the of	trument for the	re purposes ti and official se	State of South County of Charles record that sound in book seems of the sound in	Dakota, ss

165

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. U S WEST, Inc. 7800 E. Orchard Rd., Suite 490 Englewood, CO 80111 (303) 793-6505

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Continued on following page

79

166 IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Private Right of Way Agreement effective as of the Closing Date, not withstanding the actual date of signature.

ASSIGNOR:

ASSIGNEE:

US WEST COMMUNICATIONS, INC.

FORT RANDALL TELEPHONE
COMPANY, a South Dakota corporation

By: Linda I Laskowski

Title: Vice President-South Dakota

By: Brace 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

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167

#### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA	)
	) ss.
COUNTY OF MINNEHAHA	)
who acknowledged herself to be the V	forficer, personally appeared Linda J. Laskowski, lice President - South Dakota of U S WEST and that she as such Vice President being authorizement for the purposes therein contained, by signing as Vice President.
In witness whereof I hereunto	set my hand and official seal.
	Notary Public Notary Public
	Notary within ?
[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

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168

#### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA	)	
COUNTY OF MINNEHAHA	) ss. )	
On this the [8/1] day of	ion, a corporation e foregoing instru	, and that s/he as such Treasur ment for the purposes therein
In witness whereof I hereunto	set my hand and o	official seal.
Notary		Meyer
[SEAL]	•	·

Continued on following page

This document was prepared by: Henry B. Pickens, Esq.

Henry B. Pickens, Esq. U S WEST; Inc. 7800 E. Orchard Rd., Suite 490 Englewood, CO 80111 (303) 793-6505

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200

101. 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 Southeast Quarter (S1/2, S1/2, SE1/4) 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 M. R., Pages 153-154.

102. Pursuant to a Buried Exchange Facility Easement dated April 21, 1977, the Assignor was granted an easement by Wayne W. Ramsdell and Fae E. Ramsdell, husband and wife, across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

The South 150 Feet of the East 510.6 Feet of the South 603.6 Feet of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Ninety-Six North, Range Sixty Three West (63-W),

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 155-156.

103. Pursuant to a Buried Exchange Facility Easement dated May 11, 1977, the Assignor was granted an easement by Katherine Slaba across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

A parcel of land beginning at the Northeast corner (NE) of the Southwest Quarter of the Northeast Quarter (SW1/4, NE1/4) of said Section 20, thence running south 58.70 chains to the east bank of the Choteau Creek, thence running northwesterly along the bank of said Choteau Creek to the north side of the Southwest Quarter of the Northeast Quarter (SW1/4, NE1/4) of said Section 20, thence east 11.56 chains to the point of beginning of said property in Section 20, Township 96 North, Range 63 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 157-158.

Continued on following page

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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 ) 88

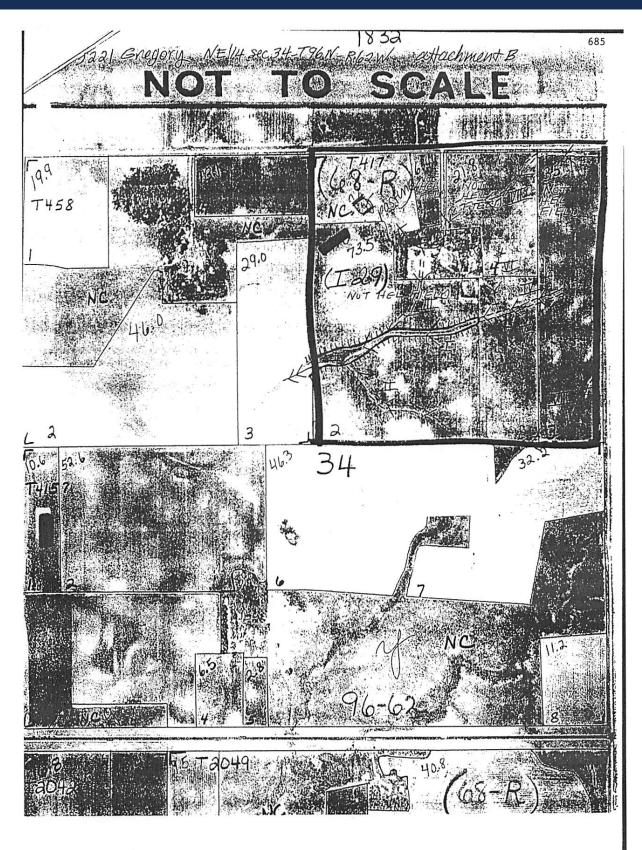
I certify the within instrument was filed of record the 31st day of March 1997 at 10:15 o'clock AM, and recorded in Book 42 of Misc. Records, page 165-246.

Monica Walder, Register of Deeds

78

VESTED DRAINAGE RIGHT FORM 68	33
Claimant of Vested Drainage Right:  Name Gregory Evonne M.	_
(Lair) O (Fint) (Make)	_
Address RRI Box 174	
City Stown City State Towa zip Code 51108  Co-Owner or Other Interest Owner:  Name	-
Address	
CityStateZipCode	_
2. A. State the legal description of the land from which the water is drained:  NE 14 of Sec. 34, Twp 96N Rg. 62W in the County of Charles M1X	
B. State the legal description of the land onto which the water is drained:  SEVA of Sec. 34, Twp 96N Rg. 62W in the County of Charles Mix	_
C. State the legal description of the land for which the drainage right is claimed, if different from A, through prescriptive right:	
3. The man made modifications consist of Atachment A (i.e. drain tile, ditch, levee, dike etc.). Generally describe modifications in terms of length, depth, width, etc.(i.e. a ditch 3ft. deep and 80ft. long):  Note: If drainings improvements are difficult to describe in sections 3.5, those them on an attached ASCISECS map.	
see attachment "A" and Ascs aerial photo attachment "B"	_
5. State the general course and direction of the natural flow:  A V Same as section 4; or  B.	_
6. State any facts you believe relevant, to the vested drainage rights:  FUNDALE WATERWAY TILL MOVES WATER to femaline  and onto adjacent land,	= 1
7. The claimed drainage right has existed since:  A / /; or  B Unknown  Dated this day of	2.
Signatures of claimants	_
County Of Tradhury  On this 16 day of June 1992  the undersigned officer, personally appeared 5. June 1992  known to me or satisfactorily proven to be the person whose name(s) 5. Jubscribed to the within instrument acknowledged that he executed the same for the purposes therein contained.  In witness whereof I hereunto set my hand and official seal.  Mulsu & Jarusevich	and
Continued on following page  SEAL  Notary State grant of the state of	<u> </u>

VESTED DRAINAGE RIGHT FORM
684 ··· M
Claimant of Vested Drainage Right: EVONNE (First) (Market)
Patricul Sentimines on Company name (il applicultu)
STAIN CITY State State Zip with Zip
Co-Owner or Other Interest Owner:  Name
State
2. A. State the legal description of the land from which the water is drained:  2. A. State the legal description of the land from which the water is drained:  2. A. State the legal description of the land from which the water is drained:  2. A. State the legal description of the land from which the water is drained:  2. A. State the legal description of the land from which the water is drained:  2. A. State the legal description of the land from which the water is drained:
B. State the legal/description of the land onto which the water is drained:  NE 14 of Sec. 34 Twp 96N Rg. 62W in the County of Charles Mix  NE 14 of Sec. 34 Twp 96N Rg. 62W is claimed, if different from A, through a
C. State the legal description of the land for which the drainage right is claimed, if different from A, through a
3. The man made modifications consist of Atlanta and the made modifications consist of Atlanta and
the modifications in terms of length, depth, width, etc. (1.5) and a stached ASCSACS map.  Note: If drainage improvements are difficult to describe in sections 3.5, show them on an attached ASCSACS map.
Note: If drainage improvements are difficult to describe in sections 3.5, show them on an attached section of the section of t
Town by means of the drainage right:
4. State the general course and direction of the water flow by means of the drainage right:  NO. II - NOTTH WEST NO III - South west no. I - NOTHWEST
MO. II - NOTTH WEST NO. III - WEST, SONTHWEST
5. State the general course and direction of the natural flow:  A. Same as section 4; or
В
- Na
6. State any facts you believe relevant to the vested drainage rights:  Farmable, waterways and plow furrows move water  Tarmable, waterways and plow furrows wateral drainage
Famula was some drainage diten or wateral drainage
TO to pasture
7. The claimed drainage right has existed since:  A /; or
Menth Day Yest
B. V Onknown  Dated this 16 day of
· Evoure M. Gregory -
Evonne M Gregory  Signatures of claimants
State of Jowa ) ss
County or Wordhury) 1992 Marlow & Varasselleh
On this 16 day of Street, before me, 11821011 appeared Traine M. Street, subscribed to the within instrument and the undersigned officer, personally appeared Traine M. Street, subscribed to the within instrument and the undersigned officer proper to be the person whose name(s) 13 subscribed to the within instrument and the undersigned of the undersigned
known to me or satisfactorily proven to be the purposes therein contained.
acknowledged that she excelled the short state of the short set my hand and official seal.  In witness whereof I hereunto set my hand and official seal.
SEAL // Wallens & January -
Continued on following page
My commission expires $\frac{8/93}{}$
Wild Continues and the continues and the continues of the



Continued on following page

	hment <u>A</u> to Certif _or_/	ficate from Farm # 1322 34-T96N-62W	Date: June 10,	· 1
	_ 0,	Measurements		Date Installed
Indenti- lication	Description	Length x Width x Height and/or Depth	Comments	
I	Drainage Ditch	1500' ×6100' x 2'-6'		19605
		х х		
$\mathcal{I}$	Farmable waterway	1000'x 20' x 1-3'	·	unknown
	7 000	х х		1
717	Euryashle waterwa	y 600' x 20' x 1-2'		unlawan
	7 0011110000	x x		<del></del>
	Ennallo waterw	ay 800' x 20' x 1-3'		untawan
<u>II</u>	7 0011100000	х х		
I	· Plow Furrow	350' x 5' x 1'		untenowe
	700070000	x x		
777	Plow Furrow	600' x 5' x 1'		· Whenow
I	Plow 4 WIT GW	x x		
	Commal la willow	vay 1700' x 25' x 2-4	/	unknow
VI	Parmagie water	x x		
-	- and la madern	roy 1000' x 25' x 1-4		unterior
VII	- 14 arvaca a vocioi vo	x x		
		x x		
		хх		
	Veste	d Drainage Rights Legend for	Aeriai Photo	
	Grass Waterways	Tile	of Drainage Lines/Drainages	
	Farmable Waterways =	======================================	Inlets/Outlets $\phi$	Ø
		++++++++++++++	verts ⊢	
	Terraces or	Dam	s 👄	
	Diversions  Dikes & Levees /////	//////////////// Dra	inage Direction	
		· ·		77///
STATE OF	SOUTH DAKOTA )			
COUNTY O	F CHARLES MIX )	5 T . 1000 - 0.00 - 1 4	ale AM and managed in	n Rook 38
Filed fo	or record this 26th day of Records, page 682-686.	of June 1992 at 9:00 o'cloo	ck AM, and recorded i	n Book 38
		Monica Wold	سنا(	

250

#### RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that	
(unmarried) (husband and wife) for a good and acknowledged, do hereby grant unto Charles Mix	valuable consideration, the receipt, whereof is here Electric Association, Inc., a co-operative corporat office address is Lake Andes, South Dakota, and to
successors or assigns, the right to enter upon the lar Mix, State of South Dakota, and more particularly	nds of the undersigned, situated in the country of com-
South Hal	f (S生)
<del></del>	nip <u>96N</u> , Range <u>62W</u>
hinkmane aburring said lands an electric transmission	re-described lands and/or in or upon all streets, roads on or distribution line or system, and to cut and trim tr o endanger the operation and maintenance of said line
The undersigned agree that all poles, wires and other installed on the above-described lands at the Co-operative, removable at the option of the Co-operat	facilities, including any main service entrance equipm perative's expense, shall remain the property of the ( ive upon termination of service to or on said lands.
The undersigned covenant that they are the owners free and clear of encumbrances and liens of whatsoe	of the above-described lands and that the said lands over character except those held by the following person
	·
IN WITNESS WHEREOF, the undersigned have see	their hands and scals this / Sday of ///ard, 195
IN WITNESS WHEREOF, the undersigned have set	* Janes Cholersh (L.S.
IN WITNESS WHEREOF, the undersigned have set	Agiles west ander Lett. S.
IN WITNESS WHEREOF, the undersigned have set Signed, sealed and delivered in the presence of:	Agiles west ander Lett. S.
	Anderson (L.S.)  James Andersh
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA) COUNTY OF 3ss	James Andersh Katherine Andersh INDIVIDUAL ACKNOWLEDGEMENT
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA) COUNTY OF  On this the 13th day of Maxielle, 19 77	James Andersh  INDIVIDUAL ACKNOWLEDGEMENT  Special of the state of the
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA) COUNTY OF  On this the 13th day of Maxielle, 19 77	James Andersh  INDIVIDUAL ACKNOWLEDGEMENT  Special of the state of the
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA) COUNTY OF  On this the 13th day of Maximum, 19 575 the undersigned officer, personally, appeared 10 10 10 10 10 10 10 10 10 10 10 10 10	James Andersh Katherine Andersh  INDIVIDUAL ACKNOWLEDGEMENT  Species Andersh And M. Hall  Andersh Andersh Andersh Andersh
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA) COUNTY OF  SS  On this the 13th day of 19 75  the undersigned officer, personally, appeared 19 19 19 19 19 19 19 19 19 19 19 19 19	James Andersh  INDIVIDUAL ACKNOWLEDGEMENT  Served Market L.S.  James Andersh  Katherine Andersh  INDIVIDUAL ACKNOWLEDGEMENT  Andersh Mall
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA) COUNTY OF  SS  On this the 13th day of 19 75  the undersigned officer, personally, appeared 19 19 19 19 19 19 19 19 19 19 19 19 19	INDIVIDUAL ACKNOWLEDGEMENT  Shelves to the same for the purposes there  I have a same for the purpose the same for the purpose there  I have a same for the purpose the same for the purpo
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA)  COUNTY OF  SS  On this the 13th day of 19 75  the undersigned officer, personally, appeared 10 me  known to me or satisfactorily proven to be the personal subscribed to the within instrument and acknowledge contained.	INDIVIDUAL ACKNOWLEDGEMENT  Solve of the same for the purposes there  my hand and official scal.
Signed, sealed and delivered in the presence of:  STATE OF SOUTH DAKOTA)  COUNTY OF  SS  On this the 13th day of 19 75  the undersigned officer, personally, appeared 10 me  known to me or satisfactorily proven to be the personal subscribed to the within instrument and acknowledge contained.	INDIVIDUAL ACKNOWLEDGEMENT  Solver of the state of the purposes there  whose name of the executed the same for the purposes there  In the executed the same for the purposes there  Is an executed the executed the same for the purposes there  Is an executed the executed the same for the purposes there  Is an executed the executed the same for the purposes there  Is an executed the executed

Notary Public, South Dakota

Continued on following page

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STATE OF SOUTH DAKOTA ) ss 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.  $^{\wedge}$ 

Marica Under Monice Walder, Register of Deeds

Julie Have

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

# \*\*\*\*\* \* 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.: 24-0940 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.

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#### SCHEDULE A

(Continued)

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

By: 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 Monroe
Attest Down 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.

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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 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
- 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.

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#### \*\*\*\*\* \*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.
- 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 - 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 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.

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#### 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: Now All Men by sness 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 bereinsfler described to Ledislaw and Marry Andersh, humband and wife hereinsfler referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-15 as amended, hereinsfler referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-15 as amended, hereinsfler referred to as GRANTOR, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, trunder, and conrey unto the GRANTOR, singuity formed and bay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used is connection with the operation of a rural water system, over, across and through the land of the GRANTOR, sinusted in Charles Mix County, State of Scuth Dakots, said land being described as follows: NWA Section 2 Township 95 Range 62 W/ NWA 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: Fifnern (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifnern (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 recult from its use to the dejected 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 \_\_\_4th\_day of \_\_ June (SEAL) Ladislav Andersh STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix Mary A. Andersh 55. , 19 75, before me Glenda M. Hell On this the 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 persong whose name g are subscribed to the within instrument and acknowledged that the persones 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 I certify the within instrument was filed on record the 14 I certify the within instrument was an and page and recorded in book 27 of Miscellaneous and page 156 day of . 1977 at 4 o'clock PM. Martha Milmer Register of Deeds Rita Westendorf, Clerk 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 bereinafter described to bereinsfier referred to as GRANTOR, by RANDALL COMMENTY WATER DISTRICT, a public entity formed under SDGL 60-16 as amended, bereinsfier referred to as GRANTOR, by RANDALL COMMENTY WATER DISTRICT, a public entity formed under SDGL 60-16 as amended, bereinsfier referred to as, GRANTOR, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargin, sell, transfer, and convey unto the GRANTER, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, makingin, replaces, and remove water pipes, connections, valves, and 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, Spite of South Dahota, said land 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 casement. 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 bereinabove 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 essement 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 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 known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that the 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 I certify the within instrument was filed on record the 14 March . 19 77 at o'clock P M. and recorded in book 27 of Miscellaneous and page 156 Martha Melsue Register of Doeds Rits Westendorf, Clerk

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

Blake of Sulth Delote,
County of Charles Mix

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STATE OF SOUTH DAKOTA )

COUNTY OF PENNINGTON )

#### **AFFIDAVIT**

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 12 day of October, 2010.

Attorney for Charles Mix Electric Association, Inc.

State of South Dakota)

1

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

Lone Tree

#### **Exhibit A**

Section	Twnshp	Range	Description		Grantor	Date
	1 9		W 1/2	NW¼	Joseph & Antonia Placek	1/3/1948
•	1 9		Lot 10		Elsie Giedd	7/11/1949
	1 9		iW 1/2	SE1/4	Elsie Giedd	7/11/1949
	1 9		Lot 9	1	Elsie Giedd	7/11/1949
	1 9		Lot 5		Elsie Giedd	7/11/1949
	1 9		Lot 6	1	Elsie Giedd	7/11/1949
	1 9		Lot 8		Elsie Giedd	7/11/1949
	1 9	62		SW1/4	Eugene Kozel	11/3/1953
	2 9		Lot 3		Frank & Barbara Turek	12/2/1947
	2 9		S 1/2	NW1/4	Frank & Barbara Turek	12/2/1947
	2 9		Lot 4		Frank & Barbara Turek	12/2/1947
	2 9		S 1/2	NE%	Joseph & Rose Petrik	1/17/1948
	2 9			NW1/4	Frank Tucek	12/31/1947
	2 9		Lot 4	i	Frank Tucek	10/24/1945
• • • •	2 9		Lot 3		Frank Tucek	10/24/1945
	3: 9:		Lot 3		Thomas & Ann Sykora	11/26/1945
	3 9		Lot 1	:	Thomas & Ann Sykora	11/26/1945
	3 9		Lot 2	:	'Thomas & Ann Sykora	11/26/1945
	3 9		S 1/2	NE1/4	Thomas Sykora	12/18/1947
	3 9		Lot 1		Thomas Sykora	12/18/1947
	3 9		Lot 3	1	Thomas Sykora	12/18/1947
	3 9		SE 1/4	NW1/4	Thomas Sykora	12/18/1948
	3 9		Lot 2		Thomas Sykora	12/18/1947
	3 9		W 1/2	NW1/4	Ladislav Andersh	3/22/1954
	3 9		N 1/2	SW1/4	Ladislav Andersh	3/22/1954
	3 9		NW 1/4	SE1/4	Albert Cihak	11/27/1945
	3 9	62	S 1/2	SE¼	Albert Cihak	11/27/1945
	4 9		SE 1/4	NE1/4	Ladislav Andersh	5/19/1954
	4 9		NE 1/4	NE1/4	Elmo Gullikson	5/18/1954
	4 9			NW14	Elmo & Arlene Gullikson	11/27/1959
	4 9	62	NE 1/4	NE1/4	Elmo & Arlene Gullikson	11/27/1959
	4 9		E 1/2	SE1/4	Elmo & Arlene Gullikson	11/27/1959
	4 9			S1/2	Elmo & Arlene Gullikson	11/27/1959
	4 9		Lot 4	NE¼	Henry Weddell	1/10/1975
	4 9		NE1/4 NW1/4 SW1/4	NE¼	Henry Weddell	11/10/1975
	4 9		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

> Page: 38 es: \$30.00

# 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 (S½NW½) and Lots Three (3) and Four (4) in Section Two (2), Township Ninety-five (95) North, Range Sixty-two (62), West of the 5<sup>th</sup> 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 sald 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 so November , in the year 20,	set their hands and seals this day
James Andersh	Natherene andersh Katherine Andersh
State of Sout H DAIGTA )SS County of CHARLES MIX	
personally appeared <u>James Andersn</u> , known, to be the per	son(s) described in, and who executed the within
instrument and acknowledged to me that he (or they) execution	cuted the same.
My commission expires	Anthony . English
ANTHONY J. ENGLERT  NOTARY PUBLIC SOUTH DAKOTA  My Commission Expires June 7, 2017  The commission of	Notary Public, State of South DAK674
State of South DAKOTA )	
County of CHARLES MIX	
personally appeared <u>Natherine Andersh</u> , known	to me (or proved to me on the oath ofson(s) described in, and who executed the within
instrument and acknowledged to me that he (or they) exec	
My commission expires	Anthony En MA
ANTHONY J. ENGLERT  SEAL NOTARY PUBLIC  SEAL SOUTH DAKOTA  My Commission Expires June 7, 2017  Page 2 0:	Notary Public, State of

















TRACT 1

















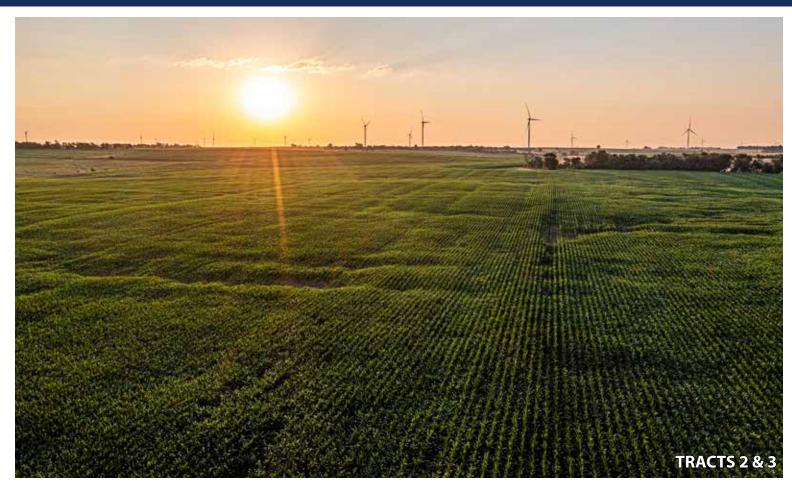












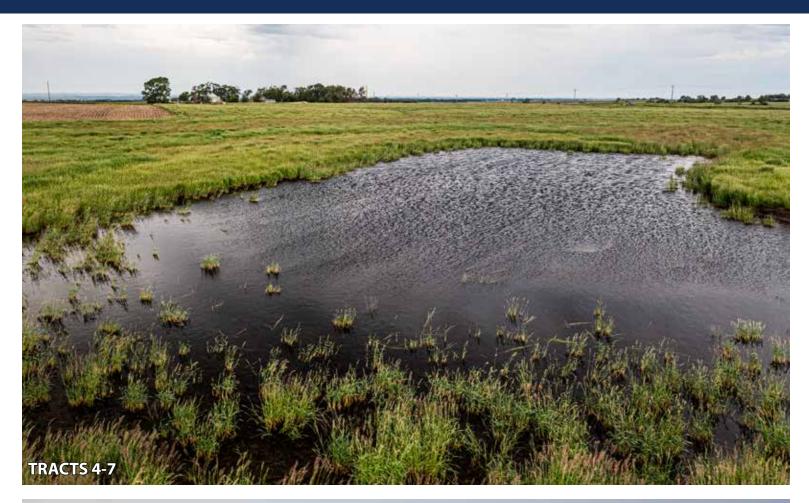


































#### **SCHRADER REAL ESTATE & AUCTION CO., INC.**

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

