

Charles Mix County, SD

383 ±  
acres

OFFERED IN 7 TRACTS  
OR ANY COMBINATION OF TRACTS

INFORMATION  
BOOKLET

Important  
LAND  
AUCTION

TRACT 1

MONDAY, SEPTEMBER 23<sup>RD</sup>  
AT 6PM CT

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



TIMED ONLINE ONLY

VIRTUAL

LIVE WITH ONLINE

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. Nighswonger, 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](http://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 price.

**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 Deed(s).

**CLOSING:** The targeted closing date will be approximately 45 days after the auction, or as soon thereafter as applicable closing documents are completed by Seller. The closing agent's fee for administering the

closing will be shared equally 50:50 between Buyer 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, 6, and 7 shall be delivered subject to the 2024 farm 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 amount thereof), and all prior years. Buyer shall assume and pay all other real estate taxes to the extent attributed to the Purchased Property.

**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 type of survey performed shall be at the Seller's option

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 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 Seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All 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 OR ANY OTHER ORAL STATEMENTS MADE.**

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



**TRACT 1**

# 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 [auctions@schraderauction.com](mailto:auctions@schraderauction.com) 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 AUCTION?**

Brochure    Newspaper    Signs    Internet    Radio    TV    Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail    E-Mail   E-Mail address: \_\_\_\_\_

Tillable    Pasture    Ranch    Timber    Recreational    Building Sites

What states are you interested in? \_\_\_\_\_

*Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.*

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**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](http://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](mailto:auctions@schraderauction.com)

For wire instructions please call 1-800-451-2709.

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. **TECHNOLOGY DISCLAIMER:** 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 *in lieu of actually attending the auction* 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 **4:00 PM, Monday, September 16, 2024**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

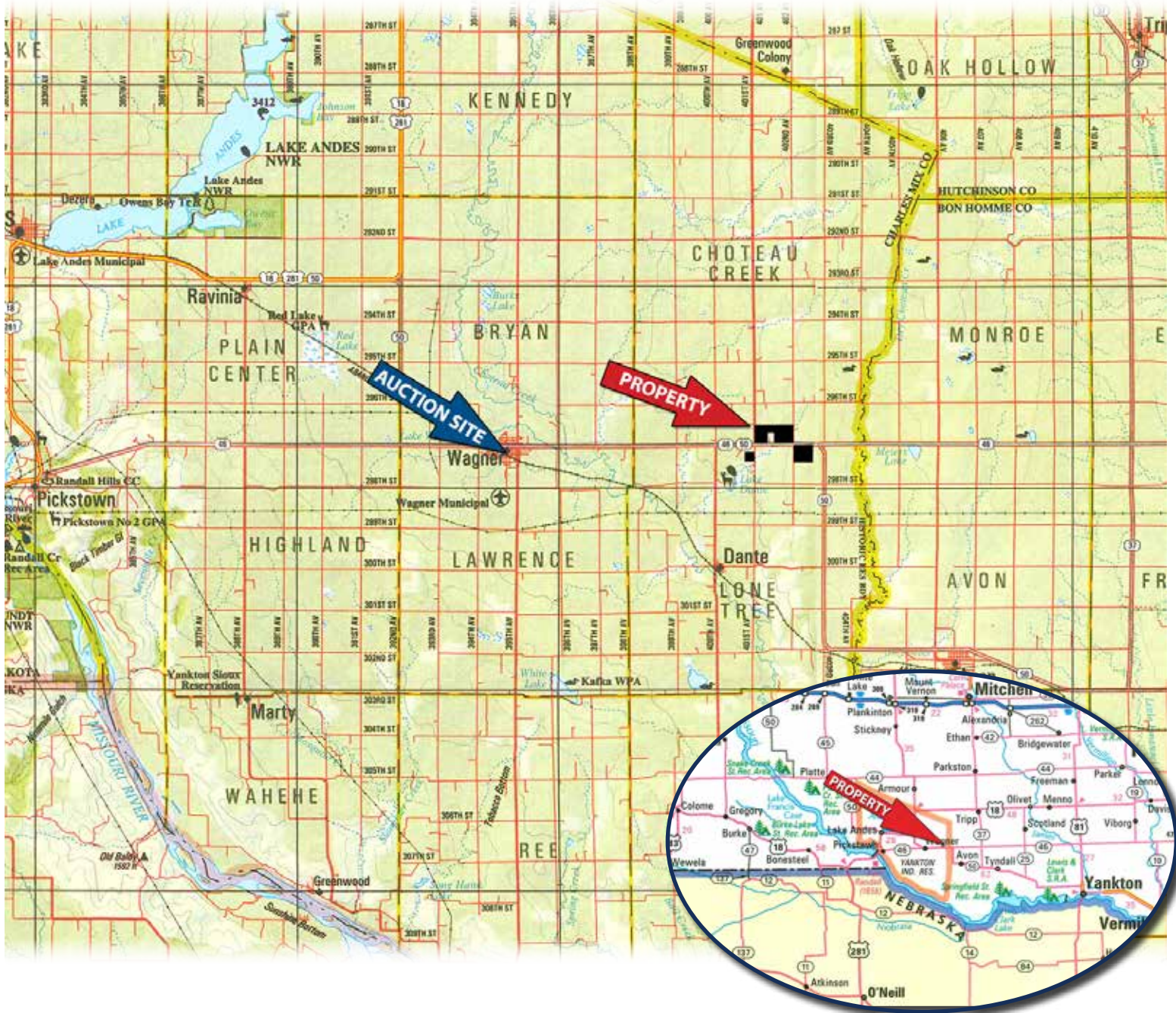
E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@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.

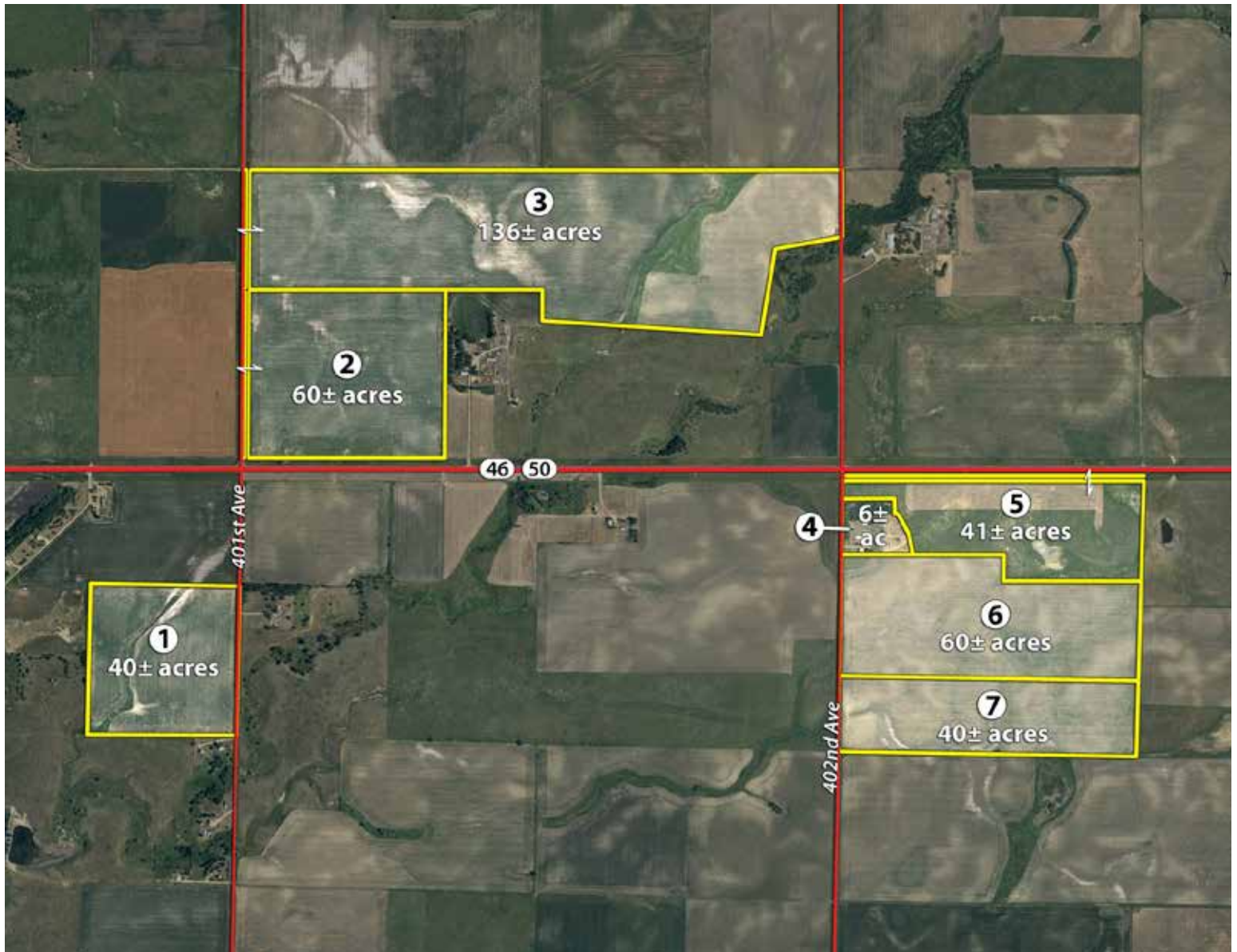
**DIRECTIONS:**

**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 soils. 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!*

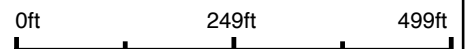
# AERIAL MAP - TRACT 1



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



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

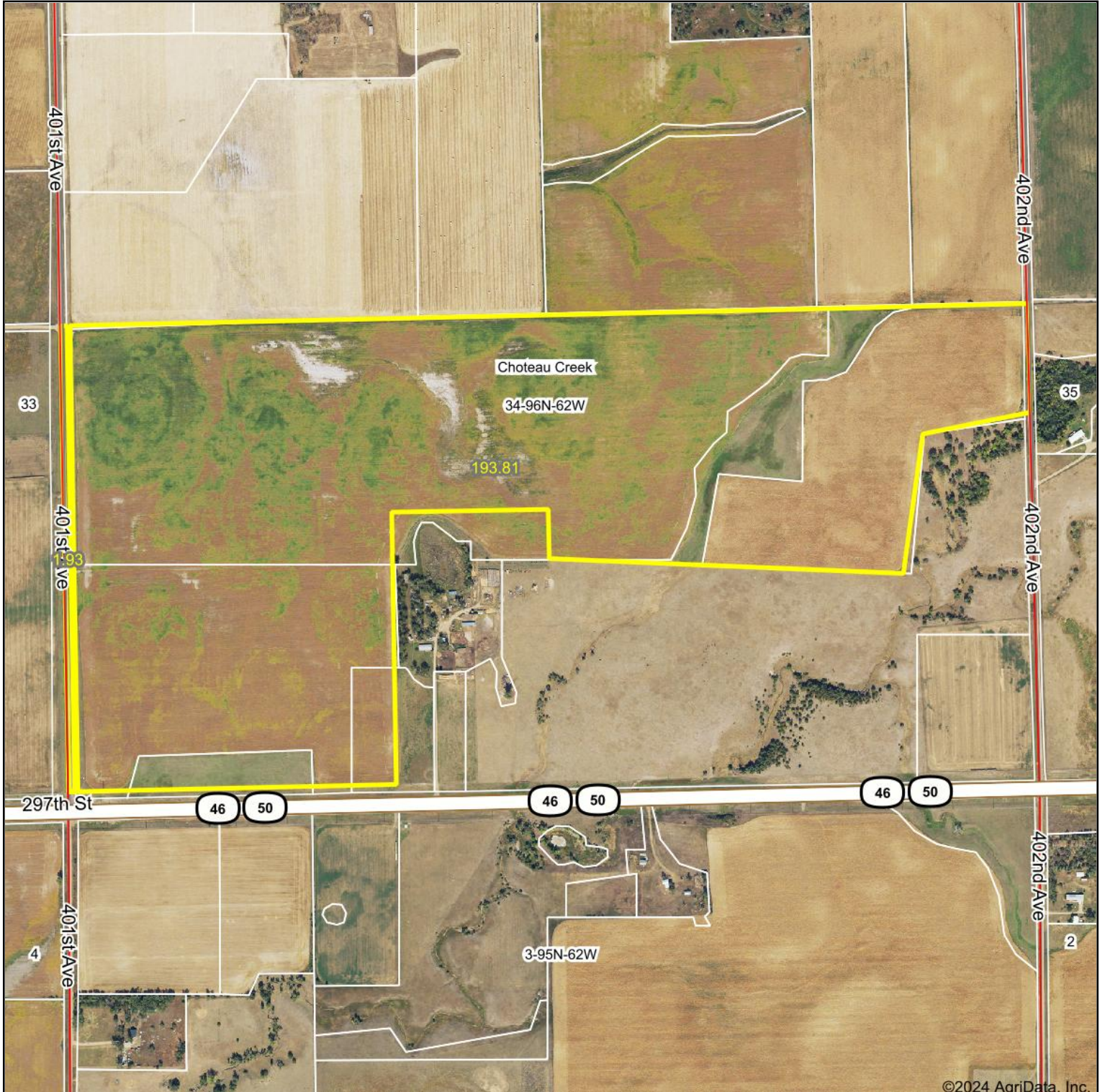


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4/2/2024

Field borders provided by Farm Service Agency as of 5/21/2008.

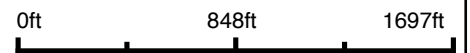
# AERIAL MAP - TRACTS 2 & 3



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



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

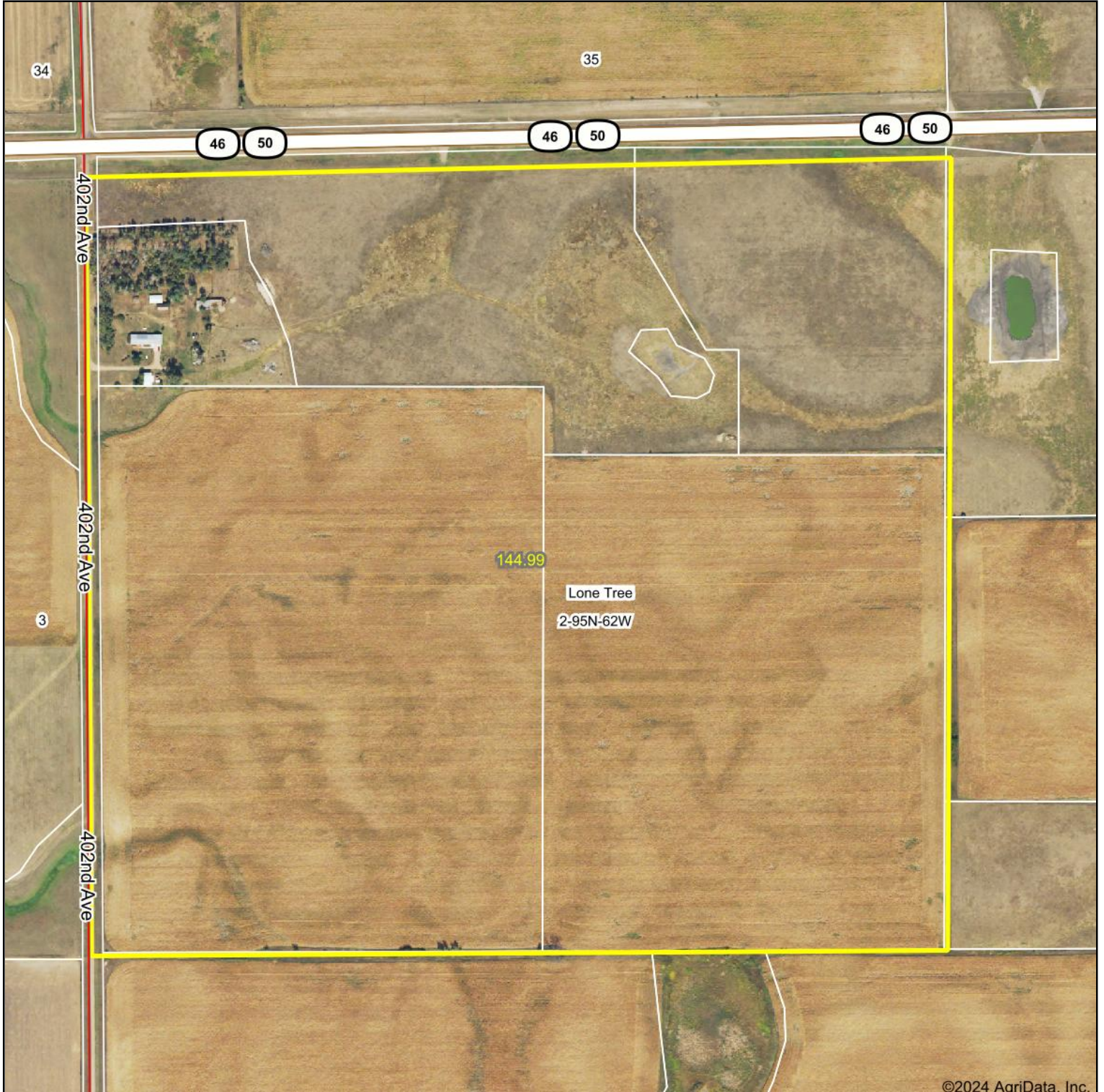


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7/30/2024

Field borders provided by Farm Service Agency as of 5/21/2008.

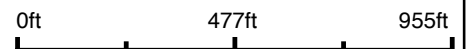
# AERIAL MAP - TRACTS 4-7



©2024 AgriData, Inc.



Boundary Center: 43° 4' 43.51, -98° 8' 33.28



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



4/2/2024

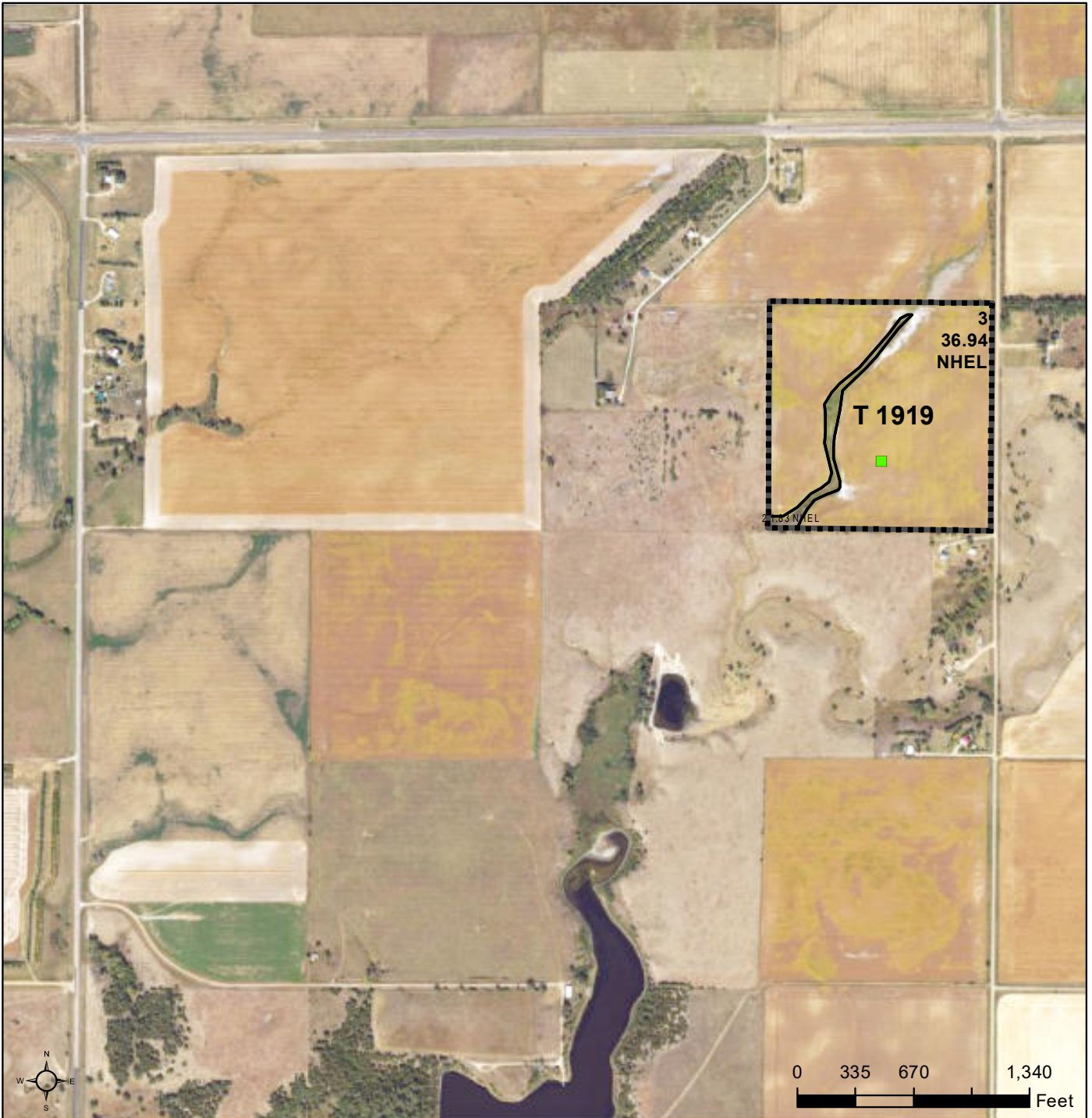
# **FSA INFORMATION**

# 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** PLSS

- Cropland
- Tract Boundary

**Wetland Determination Identifiers**

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

2024 Program Year

Map Created April 29, 2024

Farm 3626

4-95N-62W-Charles Mix

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# 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  
 PLSS

2024 Program Year

Map Created April 29, 2024

**Wetland Determination Identifiers**

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

**Farm 3626**

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

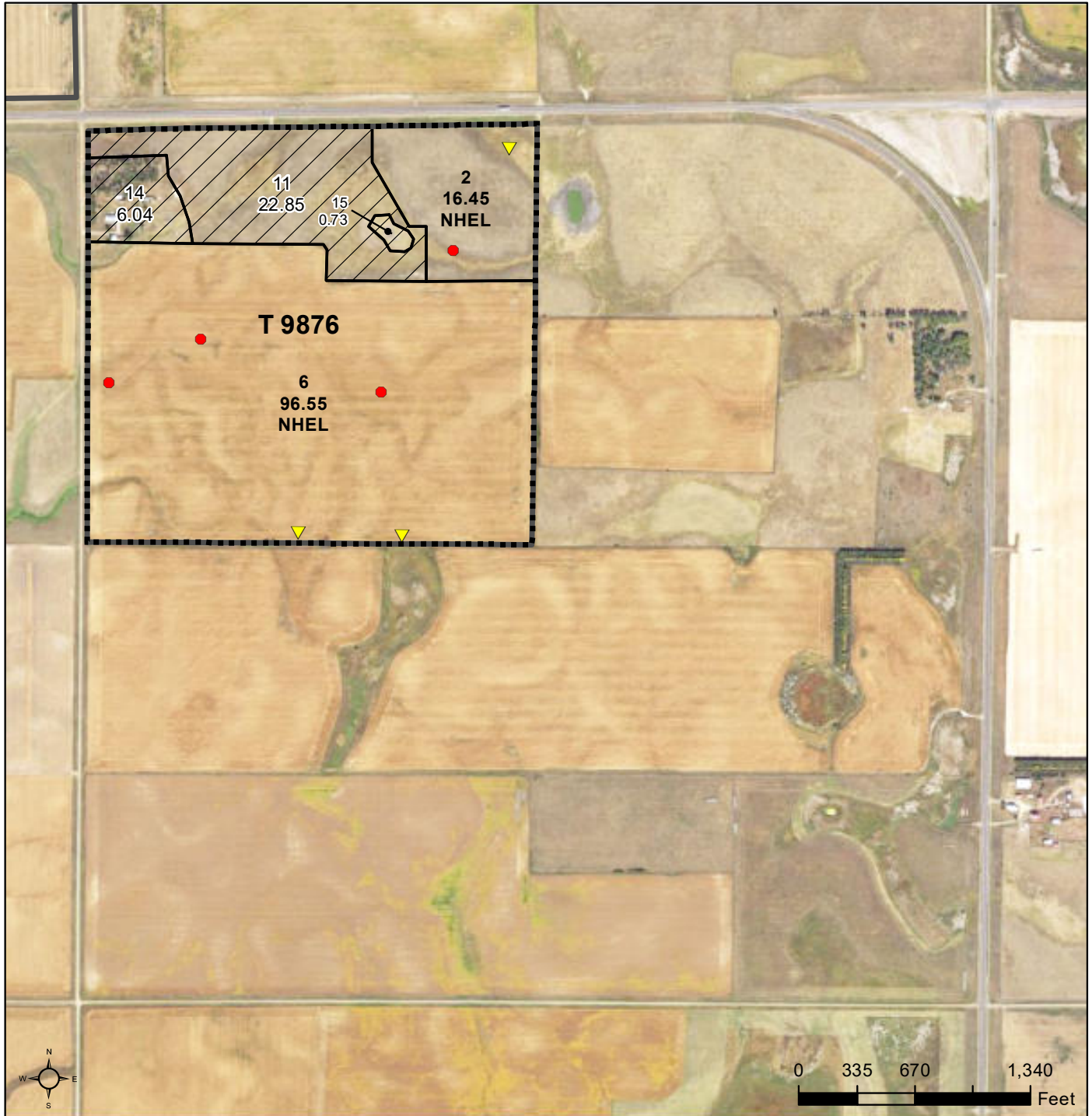
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (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



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

**Wetland Determination Identifiers**  
● Restricted Use  
▼ Limited Restrictions  
■ Exempt from Conservation  
■ Compliance Provisions

2024 Program Year

Map Created April 29, 2024

Farm **3626**

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

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# FSA INFORMATION

SOUTH DAKOTA  
CHARLES MIX  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 3626  
Prepared : 8/1/24 1:26 PM CST  
Crop Year : 2024

See Page 3 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

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

### 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	353.54	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	
<b>TOTAL</b>	<b>318.10</b>	<b>0.00</b>		

### NOTES

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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

## Abbreviated 156 Farm Record

**FARM : 3626**  
Prepared : 8/1/24 1:26 PM CST  
Crop Year : 2024

### 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
<b>TOTAL</b>	<b>33.80</b>	<b>0.00</b>	

### 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

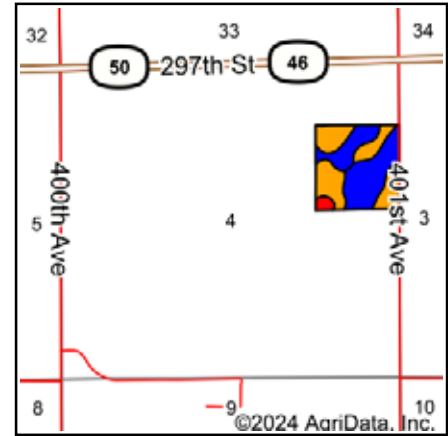
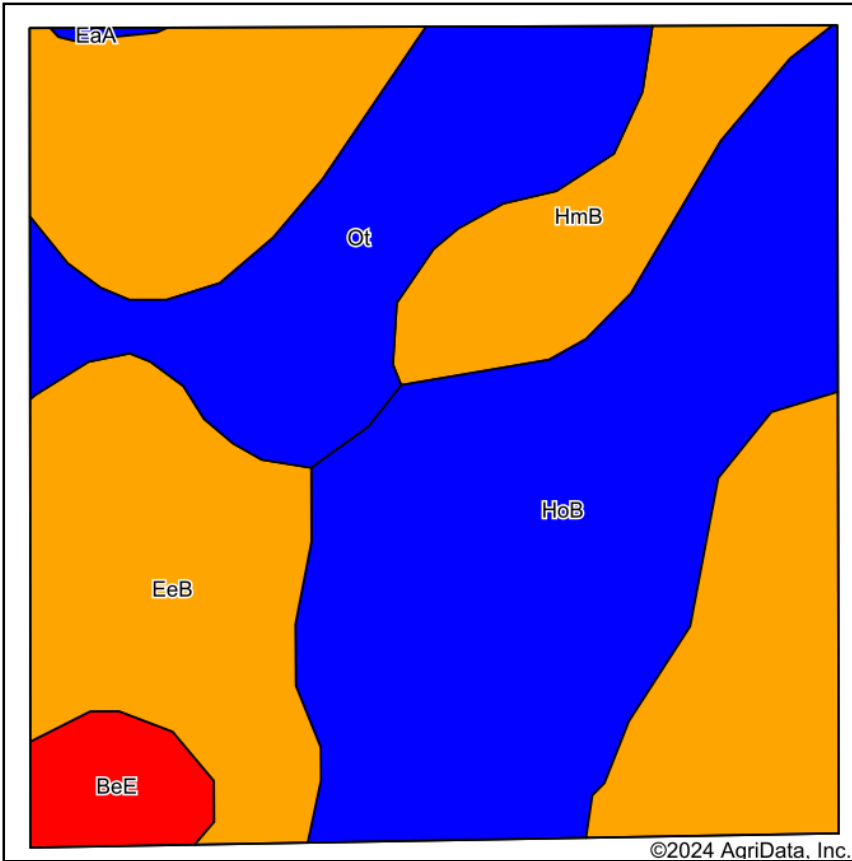
### DCP Crop Data

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
<b>TOTAL</b>	<b>276.30</b>	<b>0.00</b>	

### NOTES

# **SOIL INFORMATION**

# SOIL MAP - TRACT 1



State: **South Dakota**  
 County: **Charles Mix**  
 Location: **4-95N-62W**  
 Township: **Lone Tree**  
 Acres: **39.65**  
 Date: **7/30/2024**



Maps Provided By:  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2023 www.AgrIDataInc.com



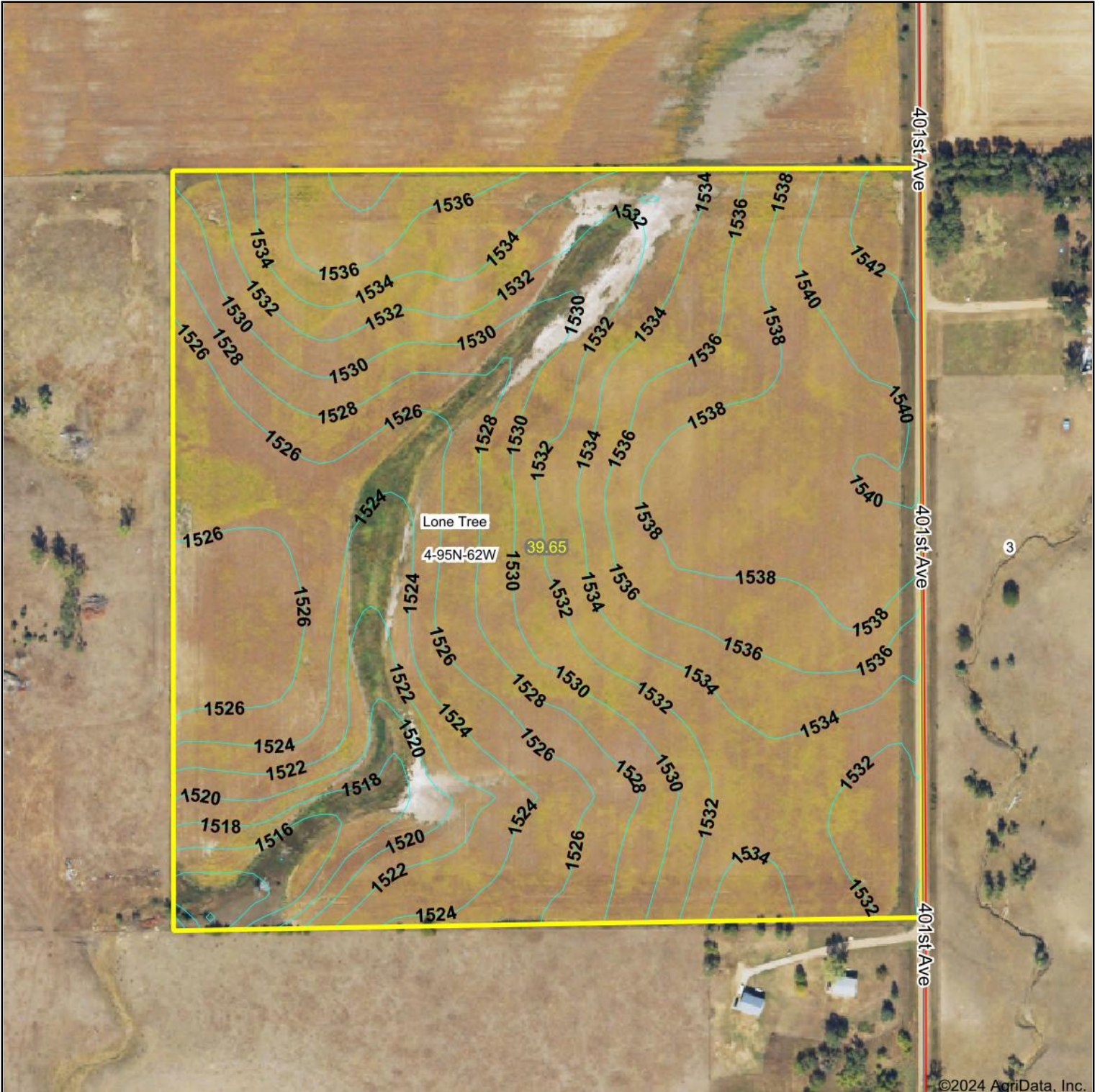
Soils data provided by USDA and NRCS.

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Area 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	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%		Ile	75							
HoB	Homme-Onita silty clay loams, 1 to 6 percent slopes	13.45	33.9%		Ile	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%		Ile	80							
BeE	Ethan-Betts loams, 9 to 15 percent slopes	1.28	3.2%		VIe	30							
EaA	Eakin silt loam, 0 to 2 percent slopes	0.06	0.2%		IIc	88							
<b>Weighted Average</b>						<b>2.29</b>	<b>79.4</b>	<b>0.5</b>	<b>10.7</b>	<b>10.9</b>	<b>11.4</b>	<b>5</b>	<b>6</b>

# TOPO CONTOURS MAP - TRACT 1



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Source: USGS 10 meter dem

Interval(ft): 2.0

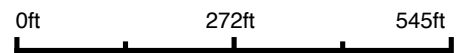
Min: 1,511.3

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

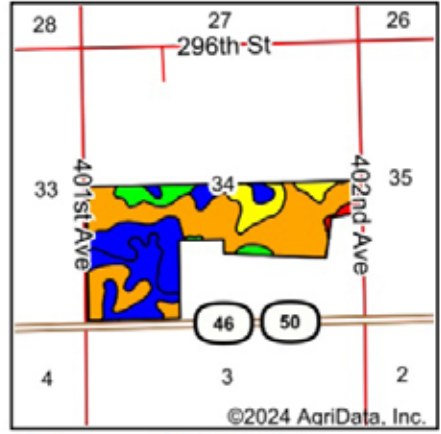
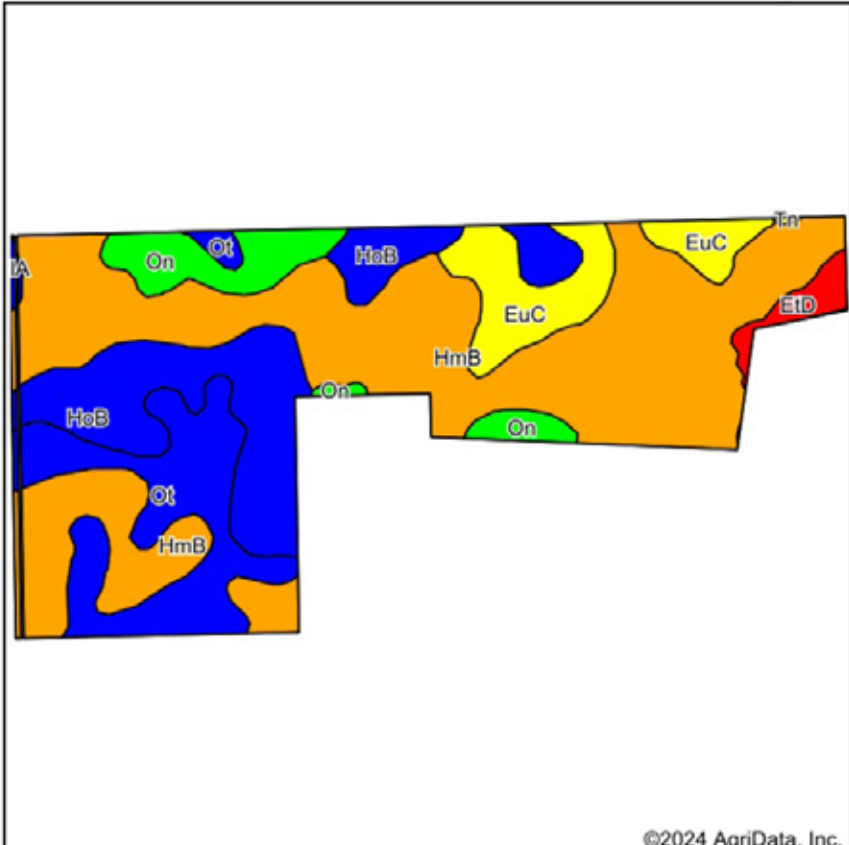
Maps Provided By:



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# SOIL MAP - TRACTS 2 & 3



State: South Dakota  
 County: Charles Mix  
 Location: 34-96N-62W  
 Township: Choteau Creek  
 Acres: 195.74  
 Date: 7/30/2024



Soils data provided by USDA and NRCS.

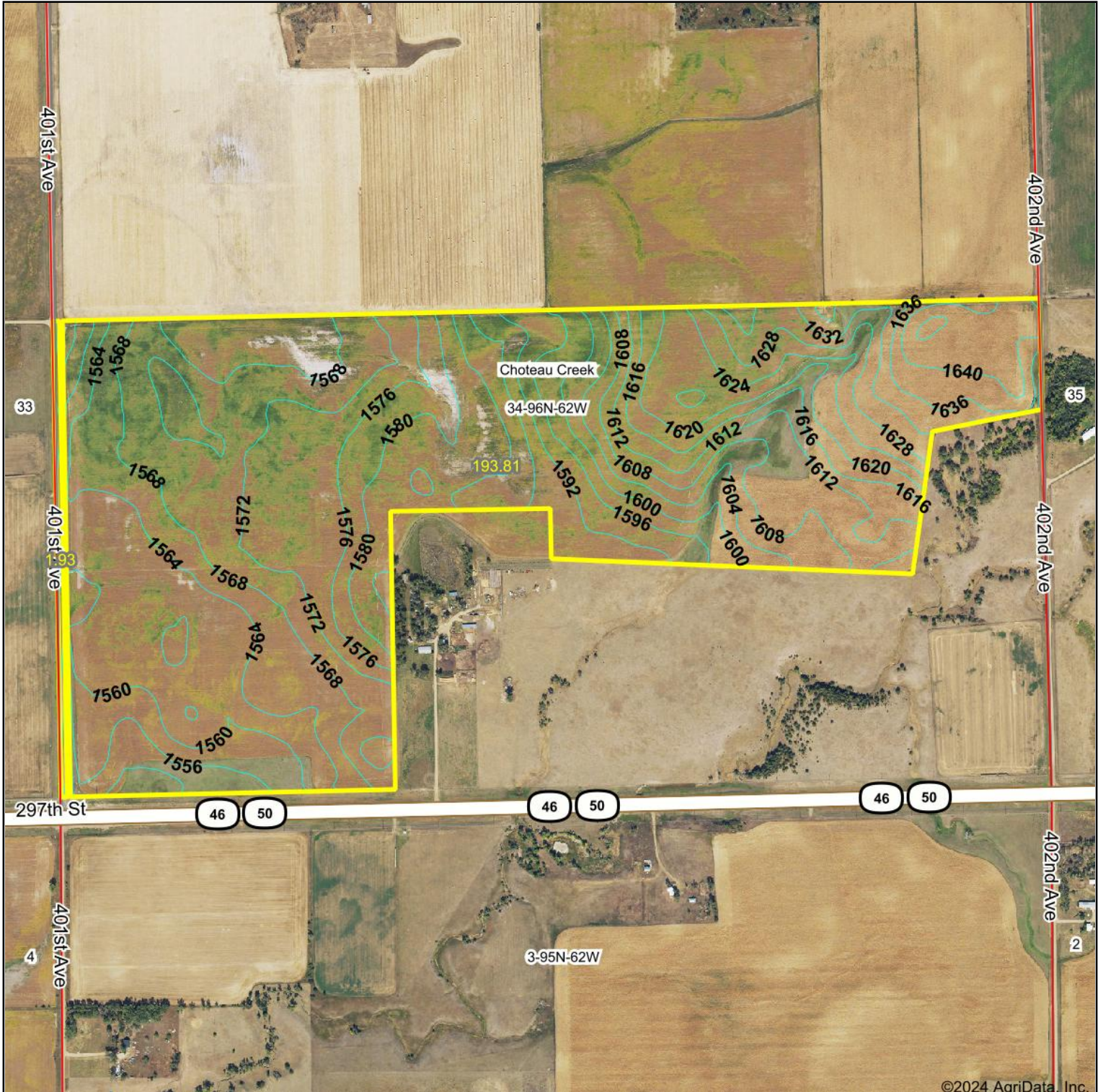
©2024 AgriData, Inc.

Area 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	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%		Ile	80								
HoB	Homme-Onita silty clay loams, 1 to 6 percent slopes	34.77	17.8%		Ile	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%		Iic	94								
EtD	Ethan-Clarno loams, 9 to 15 percent slopes	3.55	1.8%		Ve	48								
HIA	Highmore-Walke silt loams, 0 to 2 percent slopes	0.49	0.3%		Iic	85								
Tn	Tetonka-Chancellor silty clay loams	0.10	0.1%		IIIw	66								
BeE	Ethan-Betts loams, 9 to 15 percent slopes	0.06	0.0%		VIe	30								
<b>Weighted Average</b>						<b>2.37</b>	<b>80.7</b>	<b>0.4</b>	<b>0.7</b>	<b>9.4</b>	<b>9.5</b>	<b>10</b>	<b>4.4</b>	<b>5.3</b>



# TOPO CONTOURS MAP - TRACTS 2 & 3



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Source: USGS 10 meter dem

Interval(ft): 4.0

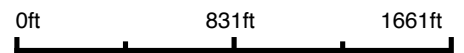
Min: 1,549.7

Max: 1,644.6

Range: 94.9

Average: 1,587.5

Standard Deviation: 25.26 ft



7/30/2024

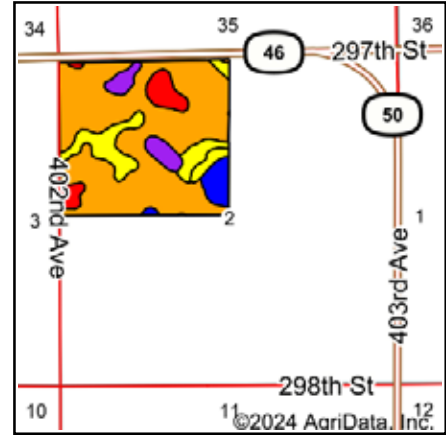
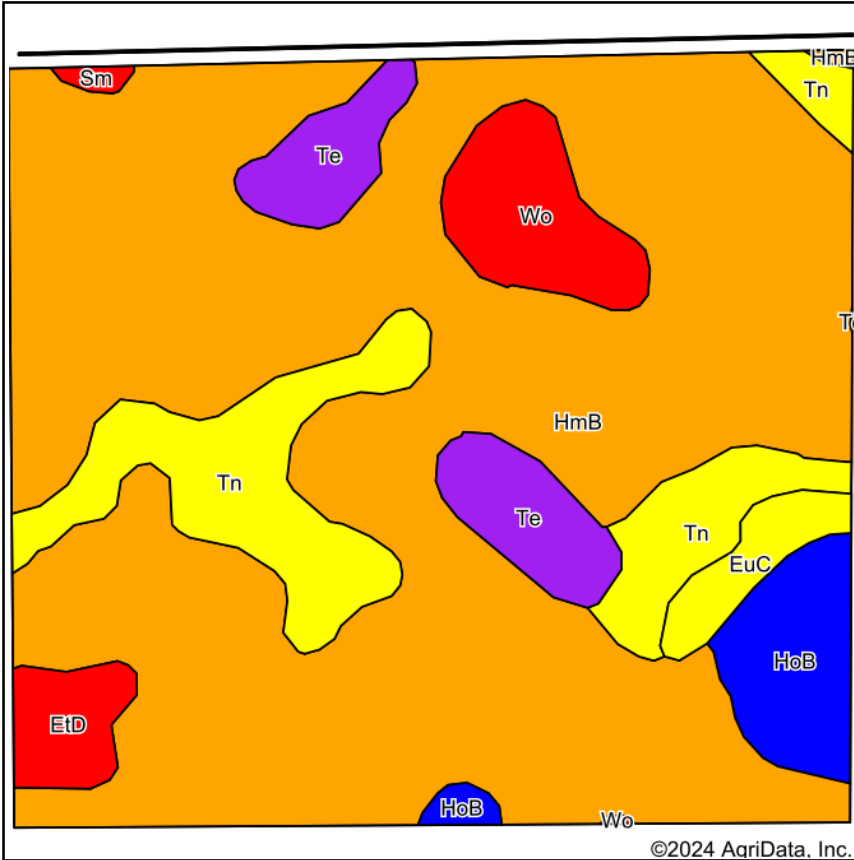
**34-96N-62W**  
**Charles Mix County**  
**South Dakota**

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



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# SOIL MAP - TRACTS 4-7



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



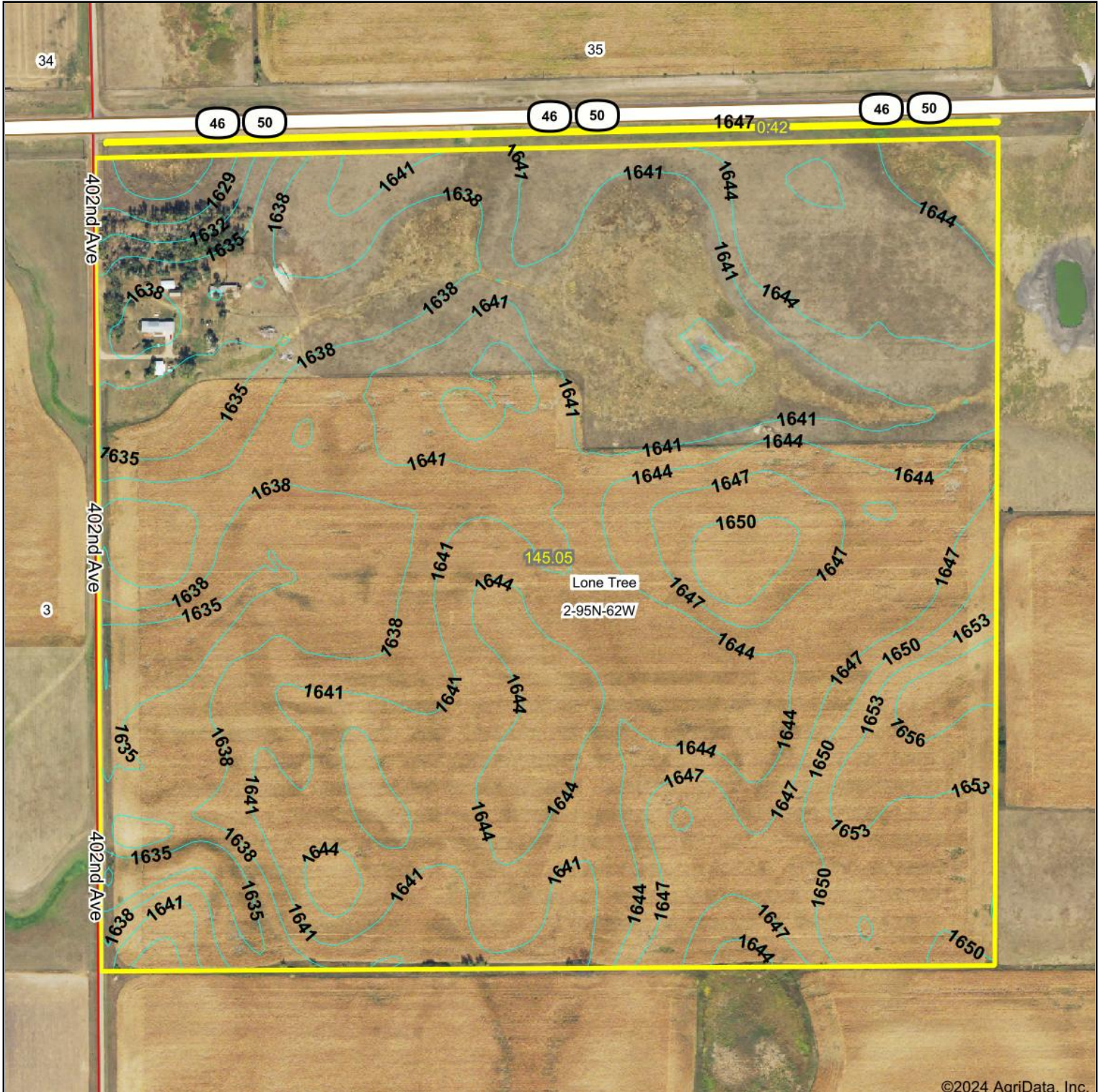
Soils data provided by USDA and NRCS.

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Area 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%		Ile	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%		Ile	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	45	
<b>Weighted Average</b>						<b>2.44</b>	<b>74.3</b>	<b>*</b>	<b>*</b>	<b>0.1</b>

# TOPO CONTOURS MAP - TRACTS 4-7



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Source: USGS 10 meter dem

Interval(ft): 3.0

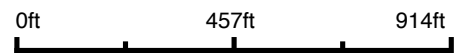
Min: 1,623.4

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

Maps Provided By:



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# **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

Legal Description SE1/4-NE1/4	Deeded Acres 40	
	\$ Per Acre	
	Tax District	1614WA

## Building Information

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

## Assessor Information

	Year	
	2023	
AGA		\$91,251
		\$0
		\$0
		\$0
		\$0
<b>Total</b>		<b>\$91,251</b>



# 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

151.8

### \$ Per Acre

### Tax District

0414WA

## Building Information

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

Additional Information

## Assessor Information

Year

2023

AGA

\$370,125

\$0

\$0

\$0

\$0

Total

\$370,125



# TAX INFORMATION - Tract 2 & West Tract 3

Assessor History Information						
Year	Total Values					
2023	\$370,125					
2022	\$364,810					
2021	\$345,003					

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 Amount Paid	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	\$1,107.33	10/24/2023
2021	\$1,085.77	\$1,085.77	04/26/2022	\$1,085.77	\$1,085.77	10/11/2022
2020	\$1,124.10	\$1,124.10	04/30/2021	\$1,124.10	\$1,124.10	10/22/2021
2019	\$1,133.04	\$1,133.04	04/27/2020	\$1,133.04	\$1,133.04	11/09/2020

Sales History							
Sale Date	Sequence	Seller	Buyer	Book	Page	Transfer Fee	Sale Amount
10/18/2022	20220473	ANDERSH, JAMES & KATHERINE L	ANDERSH REVOCABLE FAMILY TRUST	137	451	\$0	\$0
11/06/2017	20170431	Andersh, James & Katherine L	ANDERSH, DOUGLAS G	132	409	\$0	\$25,000

Disclaimer: This information is to be used for reference purposes only. The County does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation

# 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 Year
Grade	Construction	SQ Feet
Stories	Bedrooms	Bathrooms
Fireplace	A/C	Heat
Basement SF	Partition Finish	Lot Size
Irregular Lot	Corner Lot	Garage
Additional Information		

## Assessor Information

### Year

2023

AGA

\$290,683

\$0

\$0

\$0

\$0

Total

\$290,683



# TAX INFORMATION - TRACTS 4-7

16.02.2000

## 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



## 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

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

## Assessor Information

	<b>Year</b>	
	2023	
<b>AGA</b>		\$312,344
<b>AGA1</b>		\$1,540
<b>NAA1S</b>		\$53,900
		\$0
		\$0
<b>Total</b>		\$367,784

# TAX INFORMATION - TRACTS 4-7

## Assessor History Information

Year	Total Values
2023	\$367,784
2022	\$355,370
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 Amount Paid	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	\$1,226.17	10/24/2023
2021	\$1,189.35	\$1,189.35	04/26/2022	\$1,189.35	\$1,189.35	10/11/2022
2020	\$1,183.51	\$1,183.51	04/30/2021	\$1,183.51	\$1,183.51	10/22/2021
2019	\$1,183.18	\$1,183.18	04/27/2020	\$1,183.18	\$1,183.18	11/09/2020

## Sales History

Sale Date	Sequence	Seller	Buyer	Book	Page	Transfer Fee	Sale Amount
10/18/2022	20220474	ANDERSH, JAMES	ANDERSH REVOCABLE FAMILY TRUST	137	452	\$0	\$0





# 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**



# PRELIMINARY TITLE - 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.:**

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.: 24-0892  
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
5. 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

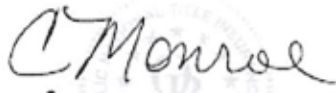
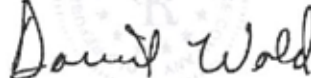
## SCHEDULE A (Continued)

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### TITLES OF DAKOTA

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  President  
Attest  Secretary

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# PRELIMINARY TITLE - 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.
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 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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Commitment for Title Insurance (07-01-2021)  
Schedule B1



24-0892

# 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.

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



24-0892

# PRELIMINARY TITLE - TRACT 1

## SCHEDULE B, PART II (Continued)

10. The 2023 real estate taxes due and payable in 2024 are due and payable as follows:  
  
SE¼NE¼ 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 paid, second installment of **\$304.17 - - - - UNPAID**  
  
Subject to real estate taxes for the 2024 tax year which are not yet due and payable.
11. 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.*

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



24-0892

# 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



State of South Dakota,  
 County of Charles Mix  
 I certify that within instrument was filed on  
 record the 20th day of December  
2010 at 8:35 o'clock a.m. and re-  
 corded in book 54 of Misc Rec  
 and page 237  
Michael J. Whalen  
2010.12.27  
 Register of Deeds  
 By \_\_\_\_\_ Dep.

STATE OF SOUTH DAKOTA )  
 )SS  
 COUNTY OF PENNINGTON )

## AFFIDAVIT

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

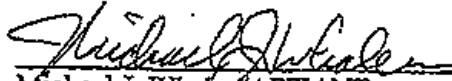
1. That this affiant is the attorney and general counsel for Charles Mix Electric Association, Inc. ("CME" herein), a rural electric cooperative, in good standing and duly organized under SDCL Chapter 47-21, which cooperative maintains its principal place of business at 440 Lake Street, Lake Andes, South 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*

# PRELIMINARY TITLE - TRACT 1

*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<sup>th</sup> day of October, 2010.



Michael J. Whalen/AFFILIANT

Attorney for Charles Mix Electric Association, Inc.

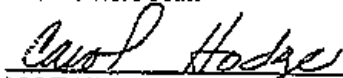
State of South Dakota )

ss.

County of Pennington )

On this the 12<sup>th</sup> 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

(SEAL)

NOTARY  
PUBLIC

SOUTH DAKOTA

# PRELIMINARY TITLE - TRACT 1

Lone Tree

Exhibit A

Section	Twncshp	Range	Description	Grantor	Date
1	95	62	W 1/2	NW¼ Joseph & Antonia Placek	1/3/1948
1	95	62	Lot 10	Elsie Gledd	7/11/1949
1	95	62	W 1/2	SE¼ Elsie Gledd	7/11/1949
1	95	62	Lot 9	Elsie Gledd	7/11/1949
1	95	62	Lot 5	Elsie Gledd	7/11/1949
1	95	62	Lot 6	Elsie Gledd	7/11/1949
1	95	62	Lot 8	Elsie Gledd	7/11/1949
1	95	62		SW¼ Eugene Kozel	11/3/1953
2	95	62	Lot 3	Frank & Barbara Turek	12/2/1947
2	95	62	S 1/2	NW¼ Frank & Barbara Turek	12/2/1947
2	95	62	Lot 4	Frank & Barbara Turek	12/2/1947
2	95	62	S 1/2	NE¼ Joseph & Rose Petrik	1/17/1948
2	95	62		NW¼ Frank Tucek	12/31/1947
2	95	62	Lot 4	Frank Tucek	10/24/1945
2	95	62	Lot 3	Frank Tucek	10/24/1945
3	95	62	Lot 3	Thomas & Ann Sykora	11/26/1945
3	95	62	Lot 1	Thomas & Ann Sykora	11/26/1945
3	95	62	Lot 2	Thomas & Ann Sykora	11/26/1945
3	95	62	S 1/2	NE¼ Thomas Sykora	12/18/1947
3	95	62	Lot 1	Thomas Sykora	12/18/1947
3	95	62	Lot 3	Thomas Sykora	12/18/1947
3	95	62	SE 1/4	NW¼ Thomas Sykora	12/18/1948
3	95	62	Lot 2	Thomas Sykora	12/18/1947
3	95	62	W 1/2	NW¼ Ladislav Andersh	3/22/1954
3	95	62	N 1/2	SW¼ Ladislav Andersh	3/22/1954
3	95	62	NW 1/4	SE¼ Albert Cihak	11/27/1945
3	95	62	S 1/2	SE¼ Albert Cihak	11/27/1945
4	95	62	SE 1/4	NE¼ Ladislav Andersh	5/19/1954
4	95	62	NE 1/4	NE¼ Elmo Gullikson	5/18/1954
4	95	62		NW¼ Elmo & Arlene Gullikson	11/27/1959
4	95	62	NE 1/4	NE¼ Elmo & Arlene Gullikson	11/27/1959
4	95	62	E 1/2	SE¼ Elmo & Arlene Gullikson	11/27/1959
4	95	62		S½ Elmo & Arlene Gullikson	11/27/1959
4	95	62	Lot 4	NE¼ Henry Weddell	1/10/1975
4	95	62	NE1/4 NW1/4 SW1/4	NE¼ Henry Weddell	11/10/1975
4	95	62	Lot 4	Henry Weddell	10/31/1975
4	95	62		SW¼ Yankton Sioux Housing	7/26/1978



# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

*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**

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3



**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 w/d/t November 22, 2021
5. The Land is described as follows:  
Southwest quarter (SW¼) **except** the East 858 feet of the South 1584.07 feet, **except** for lot H2, **except** County Right of Way (.42 acres), **except** Lot H-2 (6.79 acres) and **except** Lot R-4 (.99 acres) in Section thirty-four (34), Township ninety-six (96) North, Range sixty-two (62) West of the Fifth Principal Meridian, Charles Mix County, South Dakota.

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# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

## SCHEDULE A (Continued)

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### TITLES OF DAKOTA

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By C Monroe President  
Attest David Wald Secretary

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# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

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

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



24-0904

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART II Exceptions

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

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

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

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



24-0904

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

## SCHEDULE B, PART II (Continued)

9. The 2023 real estate taxes due and payable in 2024 are due and payable as follows:
- SW¼ less 0.42 A County R/W, Except Lot H2 (6.79 A.), Except Lot R-4 (0.99 A) Section 34 - T95N - R62W, assessed to James & Katherine L Andersh co-trustees, James & Katherine L Andersh Revocable Family Trust, 40140 SD Hwy 46, Wagner, SD Parcel #04.34.3000 (151.80 A) , tax in the total amount of **\$2,312.04**, first installment of \$1,156.02 paid, second installment of **\$1,156.02 - - - - UNPAID**
- Subject to real estate taxes for the 2024 tax year which are not yet due and payable.
10. Rights of tenants in possession under the terms of unrecorded leases.
11. Right-of-Way Easement - executed by James and Katherine Andersh, husband and wife, to Randall Community Water District, dated June 4, 1975, filed March 14, 1977 at 4:00 o'clock P.M., recorded in Book 27 of Miscellaneous Records, page 350. See copy attached.
12. Buried Exchange Facility Easement - executed by James Andersh and Katherine L. Andersh to Northwestern Bell Telephone Company, an Iowa corporation, dated April 7, 1977, filed June 29, 1978 at 10:00 o'clock A.M., recorded in Book 29 of Miscellaneous Records, page 347-348. See copy attached.
13. Assignment and Assumption of Right of Way (Private) - executed between U S West Communications, Inc, successor in interest to Northwestern Bell Telephone Company, an Iowa Corporation which merged into The Mountain States Telephone and Telegraph Company, whose name was changed to U S West Communications, Inc. (Assignor) and Fort Randall Telephone Company, a South Dakota corporation, (Assignee), dated June 21, 1996, filed March 31, 1997 at 10:15 o'clock A.M., recorded in Book 42 of Miscellaneous Records, page 165-246, along with other property. See copy attached.
14. Right-of-Way Easement executed by James Andersh and Katherine L. Andersh, husband and wife, to Charles Mix Electric Association, Inc., a co-operative corporation, dated March 13, 1998, filed March 27, 1998 at 10:40 o'clock A.M., recorded in Book 43 of Miscellaneous Records, page 250-251. See copy attached.
15. Transmission Line Overhang Easement - executed by James Andersh and Katherine L. Anders, to East River Electric Power Cooperative, Inc., dated February 19, 2014, filed March 5, 2014 at 11:45 o'clock A.M, recorded in Book 58 of Miscellaneous Records, page 41. See copy attached.
16. Any adverse claim to title made by or on behalf of an Indian Allottee or the heirs of such Allottee based upon the assertion that such land was improperly removed from the United States Government Trust Protection.
17. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.

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



24-0904

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

## SCHEDULE B, PART II (Continued)

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

**- END OF SCHEDULE B -**

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



24-0904

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

350

## MISCELLANEOUS RECORD No. 27 CHARLES MIX COUNTY, SOUTH DAKOTA

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION RIGHT-OF-WAY EASEMENT

**Know All Men By These Presents:**

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to James and Katherine Andersh, husband and wife, hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-14 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

S $\frac{1}{2}$  Section 34 Township 96 Range 62

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

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

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

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

James Andersh(SEAL)  
Katherine Andersh(SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

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

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

My Commission expires:

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

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

By Linda Matuska Dep. Martha Adams Register of Deeds

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION RIGHT-OF-WAY EASEMENT

**Know All Men By These Presents:**

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to James Larry Cihak and Sharon Cihak, hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-14 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

S $\frac{1}{2}$  of Section 23-96-62

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

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

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

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

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

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

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

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

My Commission expires:

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

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

By Linda Matuska Dep. Martha Adams Register of Deeds



# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

347

Form SDP 107  
(Rev. 10-61)

## BURIED EXCHANGE FACILITY EASEMENT

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

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

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

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

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

Signed this 7<sup>th</sup> day of April, 1977

WITNESSES:

Mary E. Dawley

OWNER:

James Andrew  
Hackman L. Andrew

# PRELIMINARY TITLE- TRACT 2 & PART OF TRACT 3

### Individual Acknowledgment

STATE OF South Dakota  
COUNTY OF Charles Mix ss.

On this the 7th day of April, 1977, before me,  
Mary E. Dawley, the undersigned officer,  
personally appeared James Andrew and  
Katherine S. Andrew, husband & wife  
known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to  
the within instrument and acknowledged that They executed the same for the purposes therein  
contained.

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

MARY E. DAWLEY, Notary Public  
South Dakota  
My Commission Expires Sept. 12, 1964

Mary E. Dawley  
Notary Public

### Corporate Acknowledgment

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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

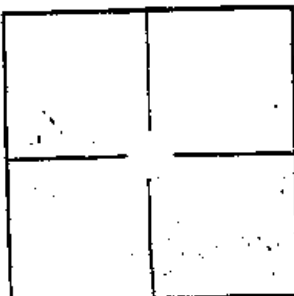
In witness whereof I herewith set my hand and official seal.

\_\_\_\_\_  
Notary Public

R-

961

Name of Town \_\_\_\_\_  
Line Section \_\_\_\_\_  
Secured by \_\_\_\_\_  
Post Office Address of Owner \_\_\_\_\_



R.O.W. No. 69545  
Est. or  
J.O. No. W7727

State of South Dakota, } ss.  
County of Charles Mix }  
I certify the within instrument was filed  
of record the 29 day of June,  
1978, at 10 o'clock AM, and re-  
corded in book 29 of Missouri  
and page 247-248  
Martha Thelmer  
Register of Deeds  
By \_\_\_\_\_ Def.

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

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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6/1/96

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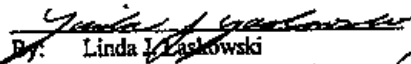
*7-17-97 Amendment See Book 42M Pg. 460-464*

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

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, notwithstanding the actual date of signature.

ASSIGNOR:

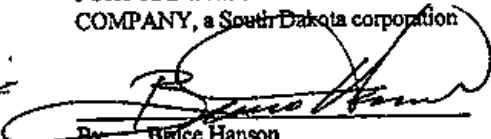
U S WEST COMMUNICATIONS, INC.

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

[CORPORATE SEAL]

ASSIGNEE:

FORT RANDALL TELEPHONE  
COMPANY, a South Dakota corporation

  
By: Bruce Hanson  
Title: Treasurer

[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

ly:\econtran\m\sd\privre2.doc  
6/6/96





# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

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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

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

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 )  
COUNTY OF CHARLES MIX ) ss

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

Monica Walder  
Monica Walder, Register of Deeds



# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

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## RIGHT-OF-WAY EASEMENT

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

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

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

In Section 34, Township 26N, Range 62W

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

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

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

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

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

James Andersh  
Katherine Andersh

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH DAKOTA )  
COUNTY OF \_\_\_\_\_ )ss INDIVIDUAL ACKNOWLEDGEMENT

On this the 13th day of March, 1998, before me, Glenda M. Hall  
the undersigned officer, personally, appeared James Andersh & Katherine L. Andersh  
known to me or satisfactorily proven to be the person whose name s are  
subscribed to the within instrument and acknowledged that they executed the same for the purposes therein  
contained.

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

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

My commission expires: 1-30-99

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

Continued on following page

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

251

STATE OF SOUTH DAKOTA )  
COUNTY OF CHARLES MIX )<sup>ss</sup>

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

Monica Walder  
Monica Walder, Register of Deeds

Julie Pavel  
Julie Pavel, Deputy

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3



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

CHARLES MIX COUNTY  
MONICA WALDER, ROD  
**Fee Book 201403041**

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

*Monica Walder*  
*Julie Favel, Deputy*

File No. E06-25-24.9

## TRANSMISSION LINE OVERHANG EASEMENT

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

**The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>), 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.

# PRELIMINARY TITLE - TRACT 2 & PART OF TRACT 3

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

One Hundred Dollars (\$100.00)

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

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

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

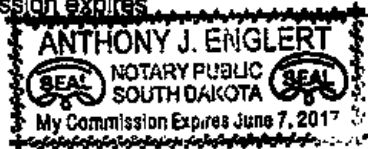
James Andersh  
James Andersh

Katherine L. Andersh  
Katherine L. Andersh

State of SOUTH DAKOTA)  
)SS  
County of CHARLES MIX)

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

My commission expires \_\_\_\_\_



Anthony J. Englert  
Notary Public, State of SOUTH DAKOTA

State of SOUTH DAKOTA)  
)SS  
County of CHARLES MIX)

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

My commission expires \_\_\_\_\_



Anthony J. Englert  
Notary Public, State of SOUTH DAKOTA

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

*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**

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND



## 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 (SE¼), 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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# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

## SCHEDULE A (Continued)

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### TITLES OF DAKOTA

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By C Monroe President  
Attest David Wald Secretary

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# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND



## 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.

*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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Commitment for Title Insurance (07-01-2021)  
Schedule BI



24-0936



# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND



**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 reprinted. 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.

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



24-0936

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

## SCHEDULE B, PART II (Continued)

9. The 2023 real estate taxes due and payable in 2024 are due and payable as follows:
- SE¼ 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.

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



24-0936

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

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



24-0936

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

350

## MISCELLANEOUS RECORD No. 27 CHARLES MIX COUNTY, SOUTH DAKOTA

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION RIGHT-OF-WAY EASEMENT

**Know All Men By These Presents:**

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

**½ Section 34 Township 96 Range 62**

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

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

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

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

James Anderah (SEAL)

Katherine Anderah (SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

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

known to me or satisfactorily proven to be the persons whose name is set forth subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

My Commission expires:

Jan. 30, 1983 (SEAL)

Glenda M. Hall

Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss.

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

By Linda Matuska

Dep.

Nathia Nelson  
Register of Deeds

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION RIGHT-OF-WAY EASEMENT

**Know All Men By These Presents:**

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

**½ of Section 23-96-62**

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

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

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

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

James L. Cihak (SEAL)

Sharon Cihak (SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

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

known to me or satisfactorily proven to be the persons whose name is set forth subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

My Commission expires:

Jan. 30, 1983 (SEAL)

Glenda M. Hall

Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss.

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

By Linda Matuska

Dep.

Nathia Nelson  
Register of Deeds

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

Form BDE 107  
(Rev. 12-43)

## BURIED EXCHANGE FACILITY EASEMENT

The undersigned owner(s) of an interest in the real estate described below (hereinafter called "Owner") hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (hereinafter called "Company"), in consideration of the sum of \$25.00

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

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

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

Signed this 7<sup>th</sup> day of April, 1977

WITNESSES:

May E. Dawley

OWNER:

James Anderson  
Katherine L. Anderson

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

Individual Acknowledgment

STATE OF South Dakota  
 COUNTY OF Charles Mix ss.

On this the 17th day of April, 1927, before me,  
Mary E. Dawley, the undersigned officer,  
 personally appeared James Andrew and  
Katherine L. Andrew, husband & wife  
 known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to  
 the within instrument and acknowledged that they executed the same for the purposes therein  
 contained.

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

MARY E. DAWLEY, Notary Public  
 South Dakota  
 My Commission Expires Sept. 15, 1924  
 Corporate Acknowledgment

Mary E. Dawley  
 Notary Public

STATE OF \_\_\_\_\_ ss.  
 COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
 Notary Public

Name of Town \_\_\_\_\_  
 Line Section \_\_\_\_\_  
 Secured by \_\_\_\_\_  
 Post Office Address of Owner \_\_\_\_\_



R.O.W. No. 169544  
 Est. or  
 J.O. No. 147227

State of South Dakota, } ss.  
 County of Charles Mix }  
 I certify the within instrument was filed  
 of record the 29 day of June  
1927 at 2:00 o'clock P.M. and re-  
 corded in book 29 of M.R.  
 and page 153-154.

Martha Palmer  
 Register of Deeds  
 By \_\_\_\_\_ Dep.

# 864

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

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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6/3/96

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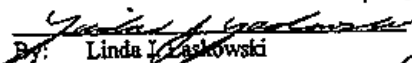
7-17-97 Amendment See Book 42M Pg. 460-464

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

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, notwithstanding the actual date of signature.

ASSIGNOR:


U S WEST COMMUNICATIONS, INC.

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

[CORPORATE SEAL]

ASSIGNEE:

FORT RANDALL TELEPHONE  
COMPANY, a South Dakota corporation

  
By: Bruce Hanson  
Title: Treasurer

[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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6/6/96



# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

167

## ACKNOWLEDGMENT

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

On this the 13th day of June, 1996, before me,  
Faye Meyer, the undersigned officer, personally appeared Linda J. Laskowski,  
who acknowledged herself to be the Vice President - South Dakota of U S WEST  
Communications, Inc., a corporation, and that she as such Vice President being authorized  
so to do, executed the foregoing instrument for the purposes therein contained, by signing  
the name of the corporation by herself as Vice President.

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

Faye Meyer  
Notary Public

[SEAL]

Faye Meyer

Continued on following page

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

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6/6/96



# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

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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

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

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 )  
COUNTY OF CHARLES MIX ) ss

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

Monica Walder  
Monica Walder, Register of Deeds

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

## VESTED DRAINAGE RIGHT FORM

683

Claimant of Vested Drainage Right:

Name Gregory Evonne M.  
(Last) (First) (Middle)

Address RRI Box 174  
Partial Subdivisions or Company name (if applicable)

City Stony City State Iowa Zip Code 51108

Co-Owner or Other Interest Owner:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

2. A. State the legal description of the land from which the water is drained:  
NE 1/4 of Sec. 34, Twp 96N Rg. 62W in the County of Charles Mix

B. State the legal description of the land onto which the water is drained:  
SE 1/4 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 a prescriptive right:  
\_\_\_\_\_ of Sec. \_\_\_\_\_, Twp \_\_\_\_\_ Rg. \_\_\_\_\_ in the County of \_\_\_\_\_

3. The man made modifications consist of see attachment A (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/SCS map.

see attachment "A" and ASCS aerial photo attachment "B"

4. State the general course and direction of the water flow by means of the drainage right:

South West

5. State the general course and direction of the natural flow:

A.  Same as section 4; or

B. \_\_\_\_\_

6. State any facts you believe relevant to the vested drainage rights:

Farmable waterway will move water to fence line and onto adjacent land.

7. The claimed drainage right has existed since:

A. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_; or

B.  Unknown

Evonne M. Gregory  
Evonne M Gregory

Dated this 16 day of June, 1992

Signature of claimant

State of Iowa )  
County Of Hardburg ) SS

On this 16 day of June, 1992, before me, Marlene E Yarosevich, the undersigned officer, personally appeared Evonne M. Gregory known to me or satisfactorily proven to be the person whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

SEAL

Marlene E Yarosevich  
Marlene E Yarosevich  
Notary Public for Iowa  
Notary Public for Iowa

Continued on following page

My commission expires 8/93

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

## VESTED DRAINAGE RIGHT FORM

684

Claimant of Vested Drainage Right:  
 Name Gregory Evonne M.  
(Last) (First) (Middle)

Address RRI Box 174  
 City Stony City State Iowa Zip Code 51108

Co-Owner or Other Interest Owner:  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

2. A. State the legal description of the land from which the water is drained:  
NE 1/4 of Sec. 34, Twp. 96N Rg. 62W in the County of Charles Mix

B. State the legal description of the land onto which the water is drained:  
NE 1/4 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 a prescriptive right:  
 \_\_\_\_\_ of Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ Rg. \_\_\_\_\_ in the County of \_\_\_\_\_

3. The man made modifications consist of see attachment A (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):  
Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASSS/ACS map.

see attachment "A" and ASSS aerial photo attachment "B"

4. State the general course and direction of the water flow by means of the drainage right:  
NO. II - Northwest NO. III - Southwest NO. IV - Northwest  
NO. V - Southwest NO. VI - West, Southwest

5. State the general course and direction of the natural flow:  
 A.  Same as section 4; or  
 B. \_\_\_\_\_

6. State any facts you believe relevant to the vested drainage rights:  
Farmable waterways and plow furrows move water across land onto drainage ditch or natural drainage into pasture.

7. The claimed drainage right has existed since:  
 A. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_; or  
 B.  Unknown

Evonne M. Gregory Dated this 16 day of June, 1992  
 Evonne M Gregory Signature of Claimant

State of Iowa )  
 County of Woodbury ) SS

On this 16 day of June, 1992, before me, Margene E Yarosevich  
 the undersigned officer, personally appeared Evonne M. Gregory  
 known to me or satisfactorily proven to be the person whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.  
 In witness whereof I hereunto set my hand and official seal.

SEAL

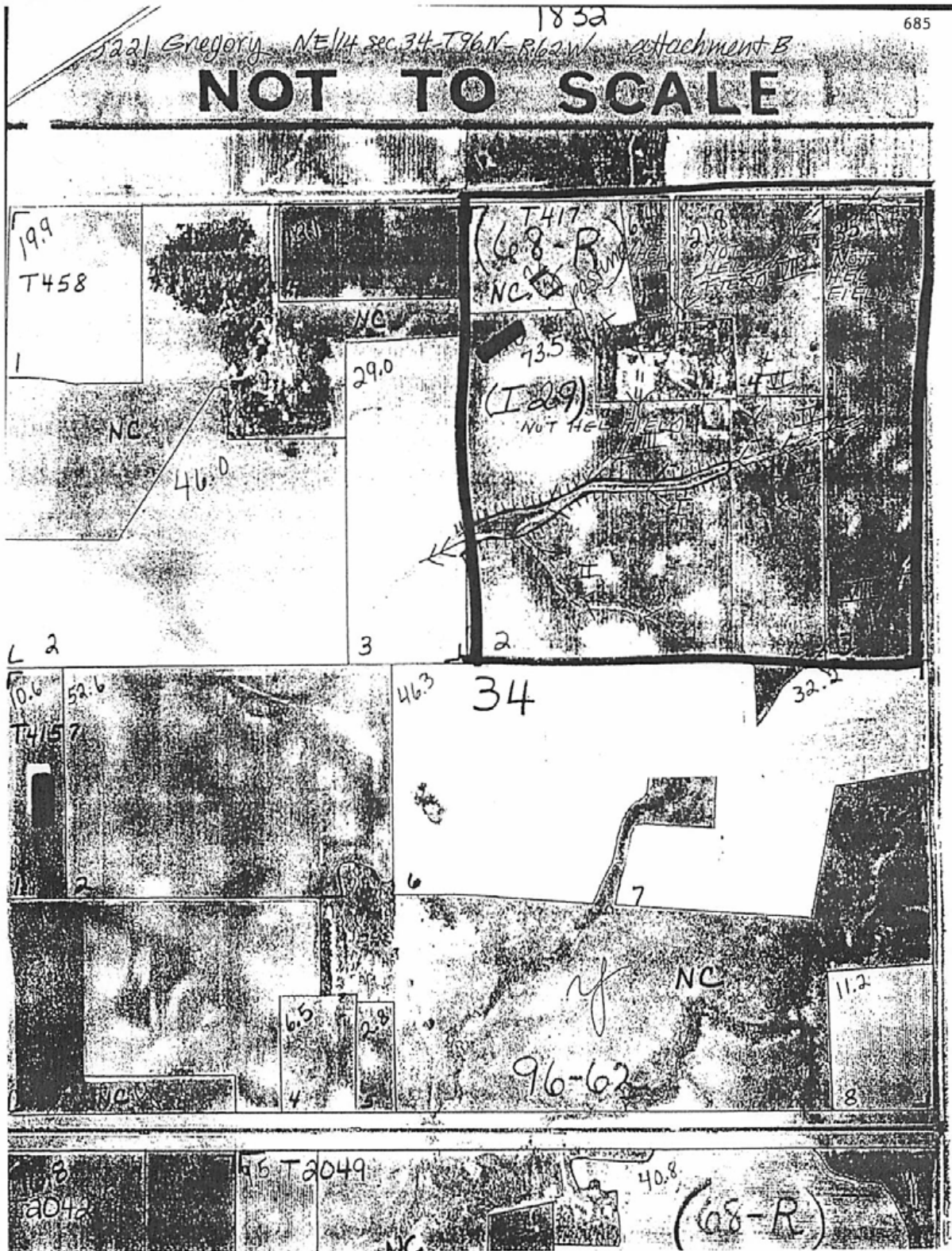
Margene E Yarosevich  
 Margene E Yarosevich  
 Notary State of Iowa  
Not a Clerk

Continued on following page

My commission expires 8/93

15M copies printed by SDSU at a cost of two cents per copy. Partial funding of this publication was provided by the East Dakota Water Development District; S. D. Department of Agriculture; South Dakota State University; River Valley Development District; Mid Dakota Water Development District; and East River Electric Power Cooperative, October 1990.

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND



Continued on following page

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

686

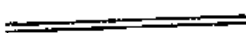

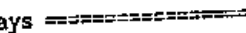
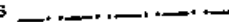


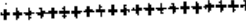






## Vested Drainage Right Schedule

Attachment A to Certificate from Farm # 13221 Gregory  
 NE 1/4-34-T96N-62W Date: JUNE 10, 1992

Page 1 of 1

Identification	Description	Measurements Length x Width x Height and/or Depth	Comments	Date Installed
I	Drainage Ditch	1500' x <sup>50'</sup> 100' x 2'-6'		1960's
		x x		
II	Farmable waterway	1000' x 20' x 1'-3'		unknown
		x x		
III	Farmable waterway	600' x 20' x 1'-2'		unknown
		x x		
IV	Farmable waterway	800' x 20' x 1'-3'		unknown
		x x		
V	Plow Furrow	350' x 5' x 1'		unknown
		x x		
VI	Plow Furrow	600' x 5' x 1'		unknown
		x x		
VII	Farmable waterway	1700' x 25' x 2'-4'		unknown
		x x		
VIII	Farmable waterway	1000' x 25' x 1'-4'		unknown
		x x		
		x x		
		x x		

### Vested Drainage Rights Legend for Aerial Photo

Grass Waterways		Edge of Drainage	
Farmable Waterways		Tile Lines/Drainages	
Drainage Ditches		Tile Inlets/Outlets	
Plow Furrows		Culverts	
Terraces or Diversions		Dams	
Dikes & Levees		Dugouts	
		Drainage Direction	

STATE OF SOUTH DAKOTA )  
 COUNTY OF CHARLES MIX ) ss

Filed for record this 26th day of June 1992 at 9:00 o'clock AM, and recorded in Book 38 of Misc. Records, page 682-686.

Monica Walder  
 Monica Walder, Register of Deeds



# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

250

## RIGHT-OF-WAY EASEMENT

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

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

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

In Section 34, Township 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:

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

James Andersh (L.S.)  
Katherine Andersh (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
(L.S.)  
(L.S.)

James Andersh  
Katherine Andersh

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH DAKOTA) INDIVIDUAL ACKNOWLEDGEMENT  
COUNTY OF \_\_\_\_\_ )ss

On this the 13<sup>th</sup> day of March, 1998, before me, Glenda M. Hall

the undersigned officer, personally, appeared James Andersh & Katherine L. Andersh

known to me or satisfactorily proven to be the person whose name is ABC

subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Glenda M. Hall  
Glenda M. Hall (SEAL)

My commission expires: 1-30-99 Notary Public, Charles Mix County

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

Continued on following page

# PRELIMINARY TITLE - PART OF TRACT 3 & OTHER LAND

251

STATE OF SOUTH DAKOTA )  
COUNTY OF CHARLES MIX )<sup>ss</sup>

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

Monica Walder  
Monica Walder, Register of Deeds

Julie Pavel  
Julie Pavel, Deputy

# PRELIMINARY TITLE - TRACTS 4-7

*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**

# PRELIMINARY TITLE - TRACTS 4-7



**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 (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), 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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# PRELIMINARY TITLE - TRACTS 4-7

## SCHEDULE A (Continued)

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### TITLES OF DAKOTA

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By: C Monroe President  
Attest: David Wald Secretary

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# PRELIMINARY TITLE - TRACTS 4-7



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 w/d/t November 22, 2021 to TBD
10. Procure and record a properly executed Certificate of Trust in accordance with SDCL 55-4-51.3 regarding The James and Katherine L. Andersh Revocable Family Trust w/d/t November 22, 2021.  
NOTE: The Certificate of Trust must be executed simultaneously with the conveyance being insured.
11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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



24-0940

# PRELIMINARY TITLE - TRACTS 4-7



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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## 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 reprinted. 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.

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



24-0940

# PRELIMINARY TITLE - TRACTS 4-7

## 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 -

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



24-0940



# PRELIMINARY TITLE - TRACTS 4-7

156

## MISCELLANEOUS RECORD No. 27 CHARLES MIX COUNTY, SOUTH DAKOTA

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION RIGHT-OF-WAY EASEMENT

Know All Men By These Presents:

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to Ladislav and Mary Andersh, husband and wife hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-18 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

NW 1/4 Section 2 Township 95 Range 62

W 1/2 NW 1/4 Section 3 Township 95 Range 62

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

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

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

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

Ladislav Andersh (SEAL)

Mary A. Andersh (SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

On this the 4th day of June, 1975, before me Glenda M. Hall, the undersigned officer, personally appeared

Ladislav and Mary A. Andersh husband and wife

known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My Commission expires: Jan. 30, 1983 (SEAL)

Glenda M. Hall

Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss.

I certify the within instrument was filed on record the 14 day of March, 1977 at 4 o'clock P.M. and recorded in book 27 of Miscellaneous and page 156.

By Rita Westendorf, Clerk

Dep.

Martha Melman  
Register of Deeds

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION RIGHT-OF-WAY EASEMENT

Know All Men By These Presents:

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to James C. Placek hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-18 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

Lot 1 & 2 of Section 2 Township 95 Range 62

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

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 6th day of October, 1975.

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 he executed the same for the purposes therein contained.

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

My Commission expires: Jan. 30, 1983 (SEAL)

Glenda M. Hall

Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss.

I certify the within instrument was filed on record the 14 day of March, 1977 at 4 o'clock P.M. and recorded in book 27 of Miscellaneous and page 156.

By Rita Westendorf, Clerk

Dep.

Martha Melman  
Register of Deeds

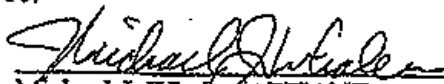


# PRELIMINARY TITLE - TRACTS 4-7

*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<sup>th</sup> day of October, 2010.



Michael J. Whalen/AFFIANT

Attorney for Charles Mix Electric Association, Inc.

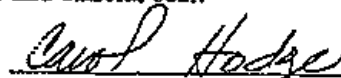
State of South Dakota )

ss.

County of Pennington )

On this the 12<sup>th</sup> 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

(SEAL)

NOTARY  
PUBLIC

SOUTH DAKOTA

# PRELIMINARY TITLE - TRACTS 4-7

Lone Tree

Exhibit A

Section	Twtnshp	Range	Description		Grantor	Date
1	95	62	W 1/2	NW¼	Joseph & Antonia Placek	1/3/1948
1	95	62	Lot 10		Elsie Giedd	7/11/1949
1	95	62	W 1/2	SE¼	Elsie Giedd	7/11/1949
1	95	62	Lot 9		Elsie Giedd	7/11/1949
1	95	62	Lot 5		Elsie Giedd	7/11/1949
1	95	62	Lot 6		Elsie Giedd	7/11/1949
1	95	62	Lot 8		Elsie Giedd	7/11/1949
1	95	62		SW¼	Eugene Kozel	11/3/1953
2	95	62	Lot 3		Frank & Barbara Turek	12/2/1947
2	95	62	S 1/2	NW¼	Frank & Barbara Turek	12/2/1947
2	95	62	Lot 4		Frank & Barbara Turek	12/2/1947
2	95	62	S 1/2	NE¼	Joseph & Rose Petrik	1/17/1948
2	95	62		NW¼	Frank Tucek	12/31/1947
2	95	62	Lot 4		Frank Tucek	10/24/1945
2	95	62	Lot 3		Frank Tucek	10/24/1945
3	95	62	Lot 3		Thomas & Ann Sykora	11/26/1945
3	95	62	Lot 1		Thomas & Ann Sykora	11/26/1945
3	95	62	Lot 2		Thomas & Ann Sykora	11/26/1945
3	95	62	S 1/2	NE¼	Thomas Sykora	12/18/1947
3	95	62	Lot 1		Thomas Sykora	12/18/1947
3	95	62	Lot 3		Thomas Sykora	12/18/1947
3	95	62	SE 1/4	NW¼	Thomas Sykora	12/18/1948
3	95	62	Lot 2		Thomas Sykora	12/18/1947
3	95	62	W 1/2	NW¼	Ladislav Andersh	3/22/1954
3	95	62	N 1/2	SW¼	Ladislav Andersh	3/22/1954
3	95	62	NW 1/4	SE¼	Albert Cihak	11/27/1945
3	95	62	S 1/2	SE¼	Albert Cihak	11/27/1945
4	95	62	SE 1/4	NE¼	Ladislav Andersh	5/19/1954
4	95	62	NE 1/4	NE¼	Elmo Gullikson	5/18/1954
4	95	62		NW¼	Elmo & Arlene Gullikson	11/27/1959
4	95	62	NE 1/4	NE¼	Elmo & Arlene Gullikson	11/27/1959
4	95	62	E 1/2	SE¼	Elmo & Arlene Gullikson	11/27/1959
4	95	62		S¼	Elmo & Arlene Gullikson	11/27/1959
4	95	62	Lot 4	NE¼	Henry Weddell	1/10/1975
4	95	62	NE1/4 NW1/4 SW1/4	NE¼	Henry Weddell	11/10/1975
4	95	62	Lot 4		Henry Weddell	10/31/1975
4	95	62		SW¼	Yankton Sioux Housing	7/26/1978

# PRELIMINARY TITLE - TRACTS 4-7



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 201403038  
03/05/2014 @11:45AM  
ESMT EASEMENT  
Book: 58 Page: 38 # Pages: 2  
Total Fees: \$30.00

*Monica Walder*  
*Julie Swel, Deputy*

File No. E06-25-27

## TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

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

**The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) and Lots Three (3) and Four (4) in Section Two (2), Township Ninety-five (95) North, Range Sixty-two (62), West of the 6<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 (<sup>N</sup>30') of the West One Hundred Fifty Feet (W150') of said property excluding road right of way.**

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

# PRELIMINARY TITLE - TRACTS 4-7

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 set their hands and seals this 5<sup>TH</sup> day of NOVEMBER, in the year 2013.

James Andersh  
James Andersh

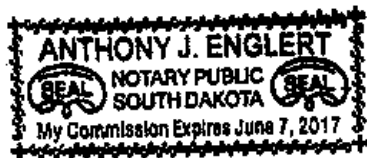
Katherine Andersh  
Katherine Andersh

State of SOUTH DAKOTA )  
County of CHARLES MIX )SS

On this 5<sup>TH</sup> day of NOVEMBER, in the year 2013, before me personally appeared James Andersh, known to me (or proved to me on the oath of \_\_\_\_\_), to be the person(s) described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

My commission expires \_\_\_\_\_

Anthony J. Englert  
Notary Public, State of SOUTH DAKOTA

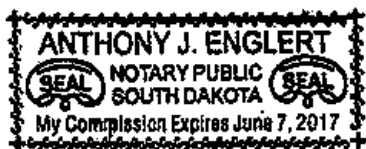


State of SOUTH DAKOTA )  
County of CHARLES MIX )SS

On this 5<sup>TH</sup> day of NOVEMBER, in the year 2013, before me personally appeared Katherine Andersh, known to me (or proved to me on the oath of \_\_\_\_\_), to be the person(s) described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

My commission expires \_\_\_\_\_

Anthony J. Englert  
Notary Public, State of SOUTH DAKOTA



# PHOTOS

# PHOTOS



TRACT 1



TRACT 1



# PHOTOS



TRACT 1



TRACT 1  
105

# PHOTOS



TRACT 1



TRACT 1  
106

# PHOTOS



# PHOTOS



TRACT 1



TRACT 1

# PHOTOS



TRACT 1



TRACT 1  
109

# PHOTOS



TRACTS 2 & 3

# PHOTOS



TRACTS 2 & 3



TRACTS 2 & 3

# PHOTOS





# PHOTOS



TRACTS 2 & 3



TRACTS 2 & 3

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TRACTS 2 & 3



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TRACTS 4-7



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TRACTS 4-7



TRACTS 4-7



**TRACTS 4-7**



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