

# MONDAY, SEPTEMBER 23RD AT 6PM CT

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



800.451.2709 schraderauction.com

3% Buyer's Premium

#### **DISCLAIMER:**

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

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

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

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



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

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

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

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

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

capable of paying cash at closing.

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

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

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

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

and Seller. Buyer is responsible for paying any and all charges related to obtaining a loan. Real estate transfer

fees shall be paid by Seller. **POSSESSION: (UPDATE)** Possession of Tracts 1, 2, 3, lease. Possession of Tracts 4 and 5 shall be delivered at closing

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

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

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

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

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

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

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

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

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

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

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



# REGISTRATION FORMS

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

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

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

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

Otherwise, registration available onsite prior to the auction.

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

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

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

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

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

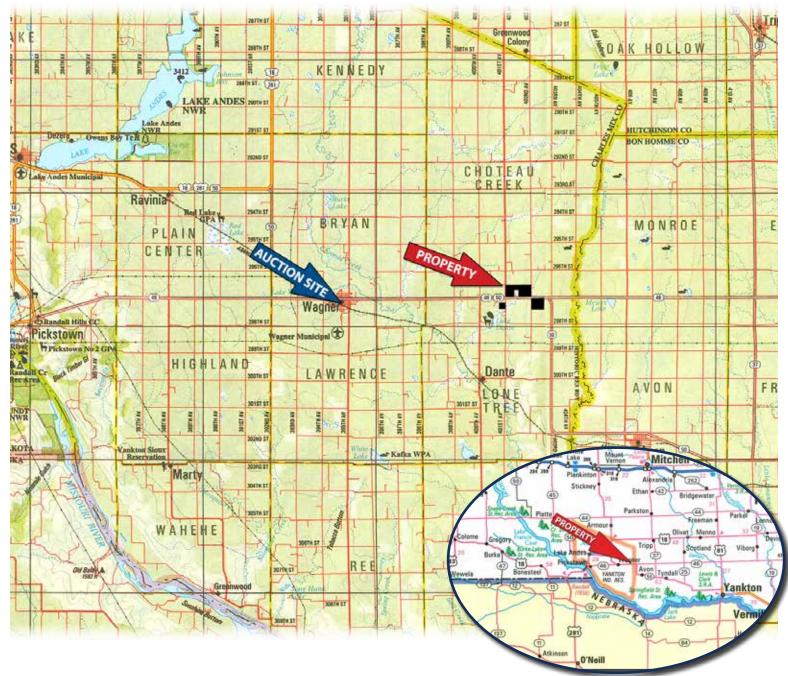
1.	My name and physical address is as follows:
	My phone number is:
2.	I have received the Real Estate Bidder's Package for the auction being held on Monday, September 23, 2024 at 6:00 PM (CST).
3.	I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading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

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

# LOCATION & AERIAL TRACT MAPS

### **LOCATION MAP**



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

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

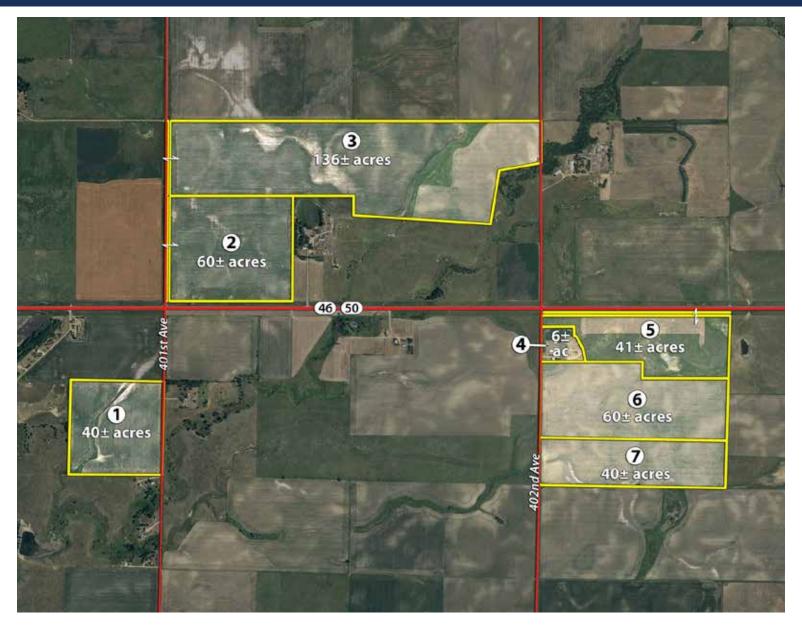
#### **DIRECTIONS:**

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

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

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

## **AERIAL MAP**



#### **TRACT DESCRIPTIONS:**

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

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

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

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

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

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

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

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

# **AERIAL MAP-TRACT 1**





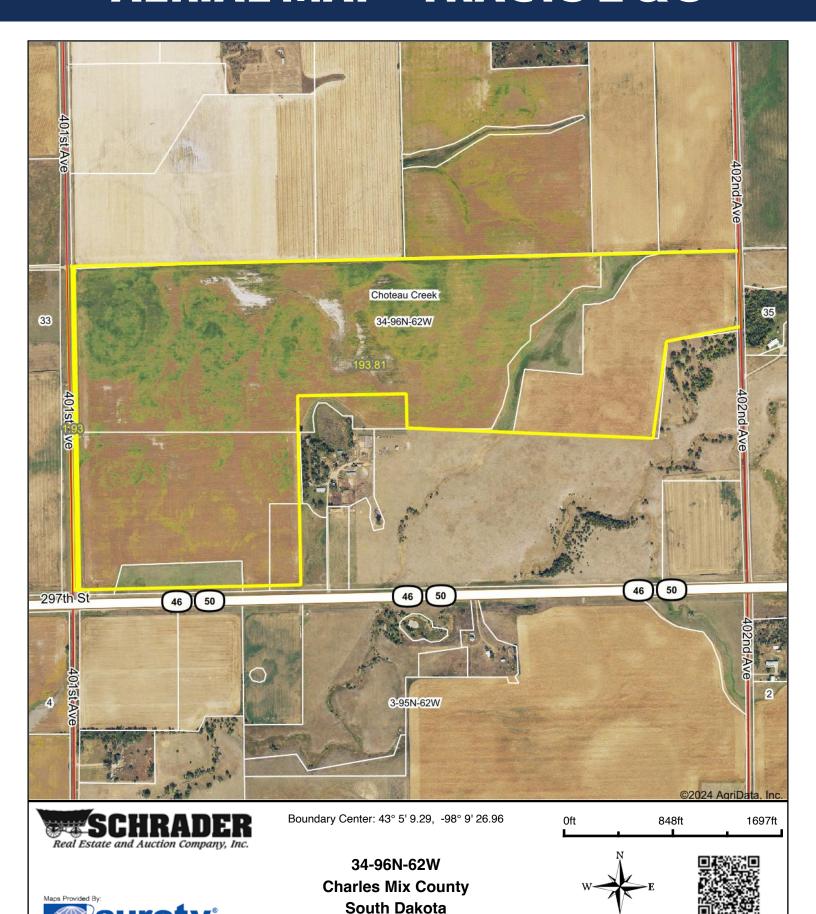
4-95N-62W **Charles Mix County South Dakota** 





4/2/2024

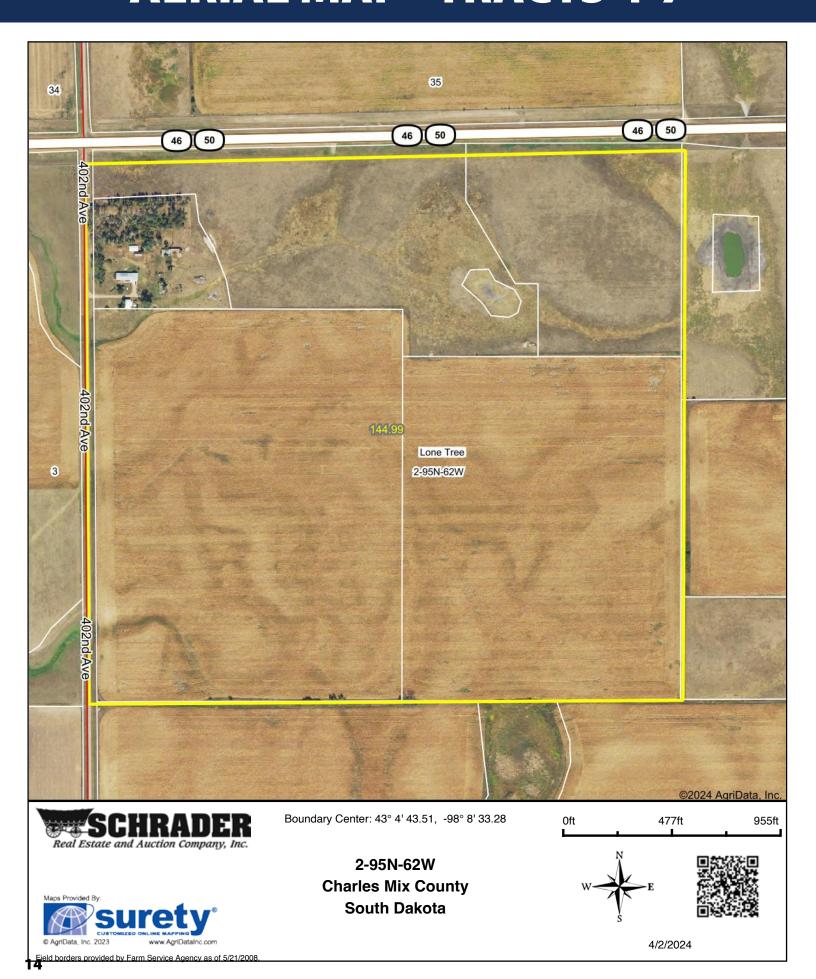
# AERIAL MAP-TRACTS 2 & 3



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

7/30/2024

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



# **FSA INFORMATION**

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



**Charles Mix County, South Dakota** 

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



**Common Land Unit** 

Cropland Tract Boundary

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

**Exempt from Conservation Compliance Provisions** 

2024 Program Year Map Created April 29, 2024

Farm **3626** 

4-95N-62W-Charles Mix

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

### FSA MAP - TRACTS 2 & 3



**Charles Mix County, South Dakota** 

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



Common Land Unit

Tract Boundary

Non-Cropland
Cropland

2024 Program Year
Map Created April 29, 2024

Farm **3626** 

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

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

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

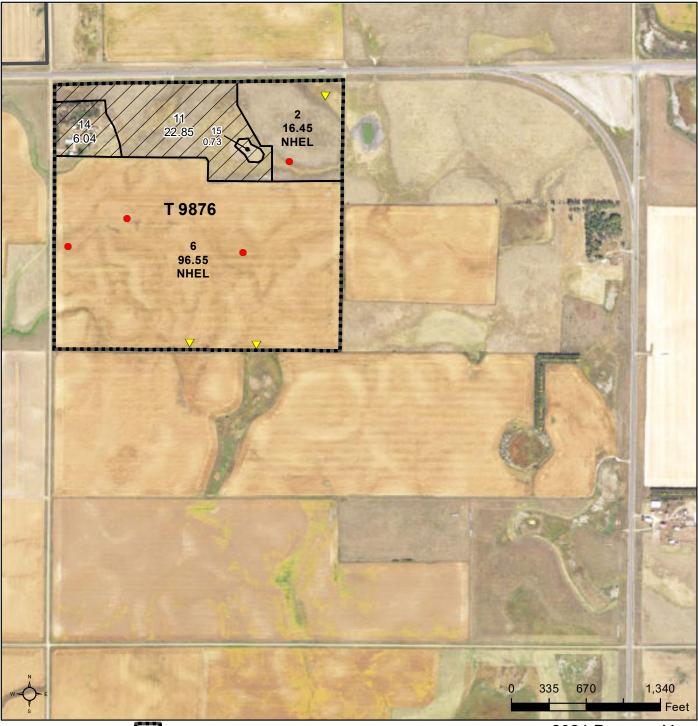
### **FSA MAP - TRACTS 4-7**



United States Department of Agriculture

**Charles Mix County, South Dakota** 

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



Common Land Unit
Non-Cropland
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** 

2-95N-62W-Charles Mix

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

### **FSA INFORMATION**

SOUTH DAKOTA
CHARLES MIX

Form: FSA-156EZ

USDA United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 3626

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

Crop Year: 2024

**Operator Name** 

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

See Page 3 for non-discriminatory Statements.

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

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

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

TOTAL 318.10 0.00

NOTES

Tract Number : 1919

**Description**: SE NE 4 95 62

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

BIA Unit Range Number :

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

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : JAMES & KATHERINE L ANDERSH REVOCABLE FAMILY TRUST

Other Producers Recon ID

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

### **FSA INFORMATION**

SOUTH DAKOTA CHARLES MIX

USDA United States Department of Agriculture Farm Service Agency FARM: 3626

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

Crop Year: 2024

Form: FSA-156EZ

#### **Abbreviated 156 Farm Record**

Tract 1	919	Contir	ıued
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State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	38.77	0.00	0.00	0.00	0.00	0.00

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

TOTAL 33.80 0.00

#### **NOTES**

Tract Number : 9876

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

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

BIA Unit Range Number :

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

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : JAMES & KATHERINE L ANDERSH REVOCABLE FAMILY TRUST

Other Producers

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

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

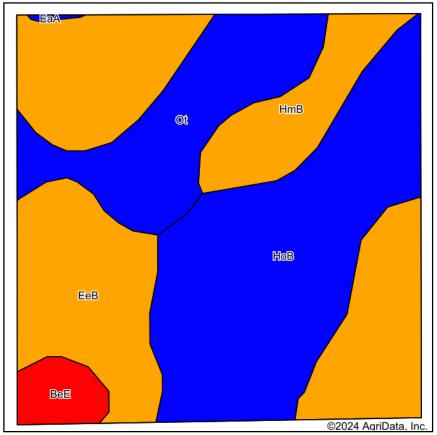
DCP Crop Data					
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield		
Wheat	29.64	0.00	72		
Corn	140.63	0.00	143		
Soybeans	106.03	0.00	40		

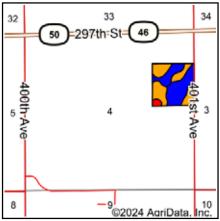
TOTAL 276.30 0.00

	NOTES	

# SOIL INFORMATION

# **SOIL MAP - TRACT 1**





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

Date: 7/30/2024







Soils data provided by USDA and NRCS.

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

# **TOPO CONTOURS MAP-TRACT 1**







Source: USGS 10 meter dem

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

Average: 1,530.7

Standard Deviation: 6.46 ft

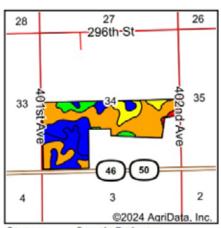
7/30/2024

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

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

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





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

Acres: 195.74 7/30/2024 Date:

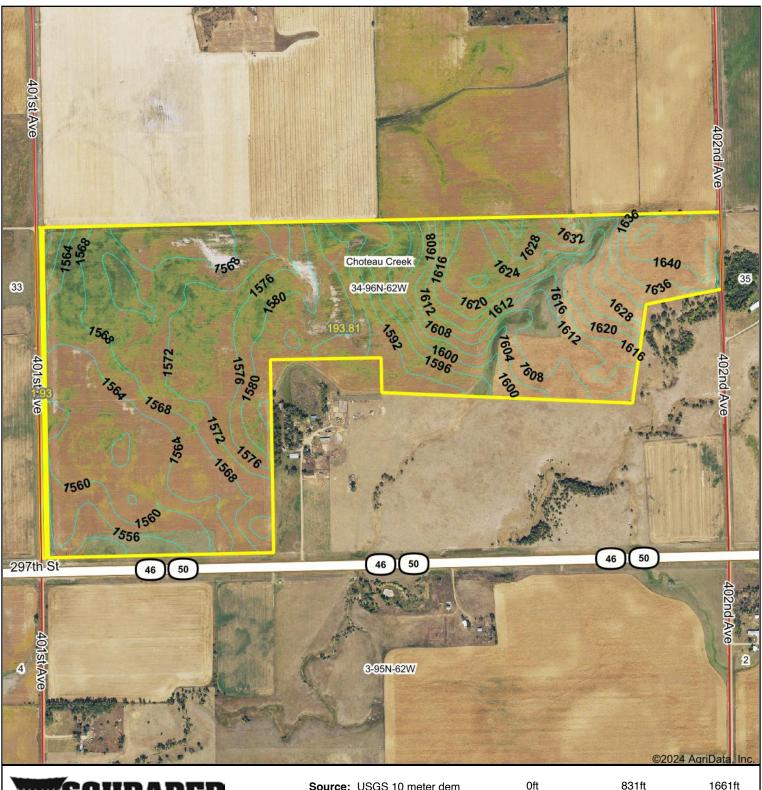






Area S	Symbol: SD023, Soil A	rea Ver	sion: 31										
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Productivity Index	Alfalfa hay Tons	Bromegrass alfalfa AUM	Corn Bu	Grain sorghum Bu	Oats Bu	Spring wheat Bu	Winter wheat Bu
HmB	Homme-Ethan-Onita complex, 1 to 6 percent slopes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

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





Source: USGS 10 meter dem

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

Average: 1,587.5

Standard Deviation: 25,26 ft



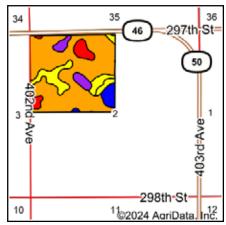
7/30/2024

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

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

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

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



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







Soils data provided by USDA and NRCS.

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

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







Source: USGS 10 meter dem

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

Average: 1,642.3

Standard Deviation: 5,22 ft

7/30/2024

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

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

# COUNTY TAX INFORMATION

# **TAX INFORMATION - TRACT 1**

#### **Taxpayer Information**

#### **Deed Holder**

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

**Mailing Address** 

29712 402ND AVE

WAGNER SD57380

#### **Property Address**

**Address** 

Section - Township - Range 4 95 62

16.04.1040

#### CHARLES MIX COUNTY



#### **Parcel Information**

**Deeded Acres Legal Description** SE1/4-NE1/4 S Per Acre

1614WA **Tax District** 

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

**Additional Information** 

#### **Assessor Information**

	Year 2023
AGA	\$91,251
	\$0
	\$0
	\$0
	\$0
Total	\$91.251

# **TAX INFORMATION - TRACT 1**

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

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

#### **Taxpayer Information**

#### **Deed Holder**

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

Mailing Address 40140 SD HWY 46 WAGNER SD57380

#### **Property Address**

**Address** 

Section - Township - Range 34 96 62 04.34.3000

#### CHARLES MIX COUNTY



#### **Parcel Information**

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

Tax District 0414WA

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

**Additional Information** 

#### **Assessor Information**

	<b>Year</b> 2023
AGA	\$370,125
	\$0
	\$0
	\$0
	\$0
Total	\$370,125

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

Year   Total Values	1	d 1/2 Paid Date
2023   \$370,125	1	
2022   \$364,810   \$345,003	1	
Tax History Information           Year         1st 1/2 Total Amount Due         1st 1/2 Amount Paid         1st 1/2 Paid Amount Due         2nd 1/2 Total Amount Due         2nd 1/2 Amount Paid           2023         \$1,156.02         \$0.00         \$1,156.02         \$0.00           2022         \$1,107.33         \$1,107.33         \$1,107.33         \$1,107.33	1	
Tax History Information           Year         1st 1/2 Total Amount Due         1st 1/2 Amount Paid         1st 1/2 Paid Amount Due         2nd 1/2 Total Amount Due         2nd 1/2 Amount Paid           2023         \$1,156.02         \$0.00         \$1,156.02         \$0.00           2022         \$1,107.33         \$1,107.33         \$1,107.33         \$1,107.33	1	
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           2023         \$1,156.02         \$0.00         \$1,156.02         \$0.00           2022         \$1,107.33         \$1,107.33         \$1,107.33         \$1,107.33	1	
2023       \$1,156.02       \$0.00       \$1,156.02       \$0.00         2022       \$1,107.33       \$1,107.33       \$1,107.33       \$1,107.33		
2021 \$1,095,77 \$1,095,77 \$1,095,77 \$1,095,77 \$1,095,77	1	0/24/2023
ZUZI \$1,065.77 \$1,085.77 \$1,085.77		0/11/2022
<b>2020</b> \$1,124.10 \$1,124.10 04/30/2021 \$1,124.10 \$1,124.10	1	0/22/2021
2019 \$1,133.04 \$1,133.04 04/27/2020 \$1,133.04 \$1,133.04	1	1/09/2020
Sales History		
Sale Date Sequence Seller Buyer Book Page	Transfer Fee	Sale Amount
10/18/2022 20220473 ANDERSH, JAMES ANDERSH 137 451 & KATHERINE L FAMILY TRUST 137	\$0	\$0
11/06/2017 20170431 Andersh, James & ANDERSH, 132 409 Katherine L DOUGLAS G	\$0	\$25,000

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

#### **Taxpayer Information**

#### **Deed Holder**

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

Mailing Address 29712 402ND AVE WAGNER SD57380

#### **Property Address**

**Address** 

Section - Township - Range 34 96 62 04.34.4000

#### CHARLES MIX COUNTY



#### **Parcel Information**

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

**Tax District** 

0414WA

152.81

6.77A

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

#### **Assessor Information**

	7.0000001 IIIIOIIIIulioii
	Year
	2023
AGA	\$290,683
	\$0
	\$0
	\$0
	\$0
Total	\$290,683

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

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

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

#### **Taxpayer Information**

#### **Deed Holder**

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

Mailing Address 29712 402ND AVE

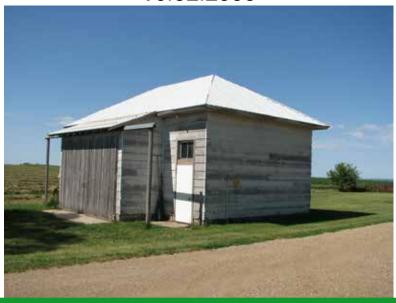
WAGNER SD57380

#### **Property Address**

#### Address

29712 402ND AVE

Section - Township - Range 2 95 62 16.02.2000



#### **Parcel Information**

Legal Description

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

LESS H-2

Deeded Acres 147.4

\$ Per Acre

Tax District 1614WA

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

Additional information	7.1.1.6.1.2. 6.1.1.1.5.(7.16.2.2.5.6 (6.2.2.6).1.1.5)					
Assessor Information						
Year						
		2023				
	AGA	\$312,344				
	AGA1	\$1,540				
	NAA1S	\$53,900				
		\$0				
		\$0				
	Total	\$367,784				

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

		Λεερι	ssor History	Information			
	Year	ASSE	ssor riistory	Total Values			
	2023			\$367,784			
	2022			\$355,370			
	2021			\$333,980			
		Ta	x History Inf	ormation			
Year	1st 1/2 Total Amount Due	1st 1/2 Amount Paid	1st 1/2 Paid Date	2nd 1/2 Total Amount Due	2nd 1/2 Am Paid	ount 2	nd 1/2 Paid Date
2023	\$1,303.27	\$0.00		\$1,303.27	\$0.00		
2022	\$1,226.17	\$1,226.17	04/25/2023	\$1,226.17	\$1,226.1	7	10/24/2023
2021	\$1,189.35	\$1,189.35	04/26/2022	\$1,189.35	\$1,189.3	5	10/11/2022
2020	\$1,183.51	\$1,183.51	04/30/2021	\$1,183.51	\$1,183.5	1	10/22/2021
2019	\$1,183.18	\$1,183.18	04/27/2020	\$1,183.18	\$1,183.1	8	11/09/2020
			Sales His	tory			
Sale Da	te Sequence	Seller	Buyer	Book	Page	Transfer Fee	r Sale Amount
10/18/20	20220474	ANDERSH, JAMES	ANDERSH REVOCABLE FAMILY TRUST	137	452	\$0	\$0
		THE THE					

# **PRELIMINARY TITLE**

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

# 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

Commitment Date: September 6, 2024 at 08:00 AM

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:

The estate or interest to be insured: Fee Simple

- The estate or interest in the Land at the Commitment Date is: Fee Simple.
- 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 (SE'/NE'/) 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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#### SCHEDULE A

(Continued)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

By: Judy Miner Title

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

President

Attest Doubl Wold

Secretary

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# \*\*\*\*\* \*\*OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 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.
- Pay the agreed amount for the estate or interest to be insured.
- Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Complete and return buyers/borrowers/sellers affidavit at the time of closing.
- Record the Durable Power of Attorney for James Andersh.
- Record the Durable Power of Attorney for Katherine L. Andersh.
- 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.
- 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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AMERICAN LAND TITLE ASSIDERATION

# \*\*\*\*\* \*\*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 reducted, 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:

- 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.
- 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.
- Easements, or claims of easements, not shown by the Public Records.
- 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.
- Any setback lines and utility easements that may exist.

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#### SCHEDULE B, PART II

(Continued)

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

SEY/NEY 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.



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

Postlik the winter pretrument was filled on Record of the 20 May of O Semily

Solded in book 54 of Mucc Record of the page 127

Register of Deeds

Dep.

Alekai Serih Dekeda.

STATE OF SOUTH DAKOTA )

(COUNTY OF PENNINGTON )

AFFIDAVIT

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

- That this affiant is the attorney and general counsel for Charles Mix Electric Association, Inc. ("CME" herein), a rural electric cooperative, in good standing and duly organized under SDCL Chapter 47-21, which cooperative maintains its principal place of business at 440 Lake Street, Lake Andes, South Dakota 57356.
- 2. That pursuant to a duly enacted and adopted resolution of the Board of Directors of CME, the Accountant/Work Order Clerk for CME, under the supervision of this affiant, conducted a careful and diligent search of the business and corporate records and files maintained at CME's cooperative headquarters in Lake Andes, South Dakota, in order to locate each and all unrecorded right-of-way easements in the possession and control of CME.
- 3. That by reason of such search, numerous unrecorded original right-of-way easements were found and categorized according to location within the respective townships of Charles Mix County, South Dakota; and the legal descriptions, names of the grantor(s), and dates of execution were made to appear upon a summary thereof attached hereto as "Exhibit A" which is incorporated herein by this reference thereto.
- 4. That the right-of-way easements identified in "Exhibit A" uniformly provide that the undersigned grantor(s) thereof
  - ... "do hereby grant unto Charles Mix Electric Association, Inc., a co-operative corporation (hereinafter called the Co-operative"), whose post office address is Lake Andes, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned situated in the County of [Charles Mix], State of South Dakota, and more particularly described as follows: [legal description] and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above-described lands at the Co-operative's

expense, shall remain the property of the Co-operative, removable at the option of the Co-operative upon termination of service to or on said lands..."

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

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

Dated this 1214 day of October, 2010.

Attorney for Charles Mix Electric Association, Inc.

State of South Dakota)

County of Pennington )

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

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

NOTARY PUBLIC-SOUTH DAKOTA My Commission Expires: 10-14-14

Lone Tree

#### Exhibit A

Section	Twnshp	Range	Description		Grantor	Date
Section	1 95		W 1/2	NW1/4	Joseph & Antonia Placek	1/3/1948
			Lot 10		:Elsie Gledd	7/11/1949
			W 1/2	SE1/4	Elsie Giedd	7/11/1949
			Lot 9		Elsie Giedd	7/11/1949
	1 95 1 95		Lot 5		Elsie Giedd	7/11/1949
	1 95	62	Lot 6		Elsie Giedd	7/11/1949
	1 95		Lot 8		Elsie Giedd	7/11/1949
	1 95			SW1/4	Eugene Kozel	11/3/1953
	2 95		Lot 3		Frank & Barbara Turek	12/2/1947
	2 95		S 1/2	NW¼	Frank & Barbara Turek	12/2/1947
	2 95		Lot 4	1	Frank & Barbara Turek	12/2/1947
	2 95		S 1/2	NE1/4	;Joseph & Rose Petrik	1/17/1948
	2 95 2 95		0.172	NW1/4	Frank Tucek	12/31/1947
	2 95		Lot 4		Frank Tucek	10/24/1945
	2. 95		Lot 3	1	Frank Tucek	10/24/1945
	31 95		Lot 3		Thomas & Ann Sykora	11/26/1945
	3 95		Lot 1		Thomas & Ann Sykora	11/26/1945
	3 95		Lot 2		Thomas & Ann Sykora	11/26/1945
	3 95		S 1/2	!NE1/4	Thomas Sykora	12/18/1947
	3 95		Lot 1		Thomas Sykora	12/18/1947
	3 95		Lot 3	i	Thomas Sykora	12/18/1947
			SE 1/4	NW1/4	Thomas Sykora	12/18/1948
	3 95 3 95		Lot 2		Thomas Sykora	12/18/1947
	3 95	62	W 1/2	NW1/4	Ladislav Andersh	3/22/1954
	3 95		N 1/2	SW1/4	Ladislav Andersh	3/22/1954
	3 95		NW 1/4	SE1/4	Albert Cihak	11/27/1945
	3 95		S 1/2	SE1/4	Albert Cihak	11/27/1945
	4 95		SE 1/4	NE1/4	Ladislav Andersh	5/19/1954
	4 95		NE 1/4	NE1/4	Elmo Gullikson	5/18/1954
	4 95	62	NC 17-1	NW1/4	Elmo & Arlene Gullikson	11/27/1959
THE RESERVE THE PERSON NAMED IN	4 95		NE 1/4	NE1/4	Elmo & Arlene Gullikson	11/27/1959
	4 95		E 1/2	SE1/4	Elmo & Arlene Gullikson	11/27/1959
	4 95	62	_ 1/2	S1/2	Elmo & Arlene Gullikson	11/27/1959
and the first section is a second section of		ASSESSMENT OF THE PERSON NAMED IN	Lot 4	NE¼	Henry Weddell	1/10/1975
ALCOHOLD MANAGEMENT AND ADDRESS.	Will the same and the same and the same and		NE1/4 NW1/4 SW1/4	NE1/4	Henry Weddell	11/10/1975
	water and the second second		Lot 4		Henry Weddell	10/31/1975
ACRES WHEN PROPERTY.	4 95 4 95	62	LUI 7	sw¼	Yankton Sioux Housing	7/26/1978

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

# \*\*\*\*\*\* CLD 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

- The estate or interest in the Land at the Commitment Date is: Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:

The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021

5. The Land is described as follows:

Southwest quarter (SW½) except the East 858 feet of the South 1584.07 feet, except for lot H2, except County Right of Way (.42 acres), except Lot H-2 (6.79 acres) and except Lot R-4 (.99 acres) in Section thirty-four (34), Township ninety-six (96) North, Range sixty-two (62) West of the Fifth Principal Meridian, Charles Mix County, South Dakota.

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

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#### **SCHEDULE A**

(Continued)

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

By: \_\_

Judy Miner, 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

President

Attest Doubl Wold

Secretary

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

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# \*\*\*\*\* \*OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 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.
- Pay the agreed amount for the estate or interest to be insured.
- Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Complete and return buyers/borrowers/sellers affidavit at the time of closing.
- 6. Record the Durable Power of Attorney for James Andersh.
- 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.
- Procure and record a properly executed deed from The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021 To Be Determined
- 10. Procure and record a properly executed Certificate of Trust in accordance with SDCL 55-4-51.3 regarding The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021.
  NOTE: The Certificate of Trust must be executed simultaneously with the conveyance being insured.
- 11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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## \*\*\*\*\*\* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is reducted, 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:

- 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.
- 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.
- 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.
- Any setback lines and utility easements that may exist.

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#### SCHEDULE B, PART II

(Continued)

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

SW1/4 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.

- Rights of tenants in possession under the terms of unrecorded leases.
- 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.
- Buried Exchange Facility Easement executed by James Andersh and Katherine L. Andersh to Northwestern Bell Telephone Company, an Iowa corporation, dated April 7, 1977, filed June 29, 1978 at 10:00 o'clock A.M., recorded in Book 29 of Miscellaneous Records, page 347-348. See copy attached.
- Assignment and Assumption of Right of Way (Private) executed between U S West Communications, Inc, successor in interest to Northwestern Beil 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.
- Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.

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AMERICAN LAND TITLE ASSOCIATION

#### SCHEDULE B, PART II

(Continued)

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

- END OF SCHEDULE B -

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#### MISCELLANEOUS RECORD No. 27

CHARLES MIX COUNTY, SOUTH DAKOTA

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 sublic active formed under STOT, 48-18 as assented
hereinsfier 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,
Sperate, inspect, repair, maintain, replace, and remove water nines, connections, valves, and all other devices used in connection with the connection
of a rural water system, ever, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:
St Section 34 Township 96 Renge 62
**
together with the right of ingress and egress over the adjacent lands of the GRANTOE, his successors and assigns for the purposes of this easement.
The essement 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 feace line which fence line is the boundary of the property of the GRANTORS.
The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by
reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent and of the GRANTOR, his successors and assigns.
The grant and other provisions of this easement shall constitute a convenant running with the land for the benefit of the GRANTEE, its successors
and assigns.
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this .6th day of June 1975
James Andersh(SEAL)
Katherine Andersh(SEAL)
STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix SS.
On this the 4th day of June , 1975 , before me Glenda M. Hall ,
the undersigned officer, personally appeared James Andersh and Katherine Andersh, husband and wife,
known to me or satisfactorily proven to be the person S whose name S are
subscribed to the within instrument and acknowledged that; hey executed the same for the purposes therein contained.
In witness whereof I bereunts 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 Morch , 19 77 at 4 o'clock PM.
and recorded in book 27 of Miscellaneous and page 350 .
Linda Matuska Martha Malmer
By Dep. Register of Deeds
UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS BOME ADMINISTRATION RIGHT-OF-WAY EASEMENT
RIGHT-OF-WAY EASEMENT
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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 bereinstier described to James Layry Chark and Sharon Clark
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents: That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinstic described to James Lagray Cihak and Sharon Cihak bereinstier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDG. 4-16 as amended, hereinsteer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDG. 4-16 as amended, hereinsteer referred to as GRANTOR, the received which is bereinsteen to GRANTOR does hereby trant harrish self transfer and
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 bereinsfier described to James Layrry Clank and Sharon Clank bereinsfier referred to as GRANTOR, by RANDAL COMMUNITY WATER DISTRICT, a public ceity formed under SDCL 45-16 as amended, hereinsfier referred to as GRANTOR, by RANDAL COMMUNITY WATER DISTRICT, a public ceity formed under SDCL 45-16 as amended, hereinsfier referred to be GRANTOR the second control of the CRANTOR MATER. Its successor and saids: a neurostal searment with the right to second control matel and the second control matel.
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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 bereinsfier described to James Larry Cihak and Sharon Cihak hereinsfier referred to as Grantors, by Randall Community Water District, a public ceitly formed under SDCL 45-16 as amended, hereinsfier referred to as Grantors, by Randall Community Water District, a public ceitly formed under SDCL 45-16 as amended, hereinsfier referred to as Grantors, the receipt of which is bereby acknowledged, the Grantors does hereby grant, bargain, sell, transfer, and convey usto the Grantors, install and lay, and theresher use, operate, inspect, repair, makingin, replace, and remore 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 Grantors, situated in Charles Mix County, Stafe of South Dakots, said land being described as follows:
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 bereinsfier described to James Lagray Cihak and Sharon Cihak hereinsfier referred to as Grantors, by Rannall Community Water District, a public ceitity formed under SDCL 45-16 as amended, hereinsfier referred to as Grantors, by Rannall Community Water District, a public ceitity formed under SDCL 45-16 as amended, hereinsfier referred to as Grantors, the receipt of which is bereby schowledged, the Grantors does hereby grant, bargain, sell, transfer, and convey undo the Grantors, its state and lay, and therefare use, operate, inspect, repair, makinglis, 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 Grantors, strated in Connections. Safe of South Dackets said land
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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 bereinsfier described to James Larry Cihak and Sharon Cihak hereinsfier referred to as Granton, by Randall Community water described to Early formed under SDCL 49-10 as amended, hereinsfier referred to as Granton, the receipt of which is bereby acknowledged, the Granton does hereby grant, bargain, sell, transfer, and convey usin the Granton, install ased lay, and therefare use, operate, inspect, repair, makinglin, 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 Granton, situated in Charles Mix County, Stafe of South Dakota, said Isad being described as follows:  S\frac{3}{2}\$ of Section 23-96-62
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents: That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereination described to James Laptry Cilnak and Sharon Cilnak bereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 4-16 as amended, hereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 4-16 as amended, hereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 4-16 as amended, hereinative referred to as GRANTOR, bit successor and assigns, a perpetual casement with the right to erect, construct, install and by, and thereafter us, operate, inspect, repair, makingian, replace, and remore 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, sixuated in Charles Mix County, Stafe of South Dakots, said land being described as follows:  S\frac{3}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement. The easement shall be thirty (30) sect in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line.
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 bereinsfier described to James Larry Cihak and Sharon Cihak hereinsfier referred to as Granton, by Randall Community water described to Branton does hereby grant bargain, sell, transfer, and convy usin the Granton. The terrester as a granton the Granton, making as lay, and therefore use, operate, tapped, repair, making, replace, and remove water pipes, connections, valves, and other devices used in connection with the right of received as follows:  Sign of Section 23-96-62  together with the right of ingress and egress ever the adjacent lands of the Granton, 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 enter line of the pipeline as constructed, and insofar as possible the center line and the Fifteen (15) feet on either side of the enter line is the pipeline as constructed, and insofar as possible the center line and the Fifteen (15) feet on either side of the enter line is the
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents: That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinative described to James Lapry Cilnak and Sharon Cilnak bereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DESTRICT, a public entity formed under SDCL 45-16 as amended, hereinative referred to as GRANTEE, the receipt of which is bereby acknowledged, the GRANTOR does hereby great, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install ask lay, and therefare us, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and off other devices used lay, and therefare us, operate, inspect, and assigns, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakots, said land being described as follows:  S\frac{3}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement. The easement shall be thirty (30) seet in width, the center line of the pipeline as constructed, and insofar as possible the center line shall be 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 one either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet one 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 face line is the beautisary of the grouperty of the GRANTORS.
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinaffer described to James Layrry Cihak and Sharon Cihak bereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended convey unto the GRANTER, its successor and assigns, a perpetual casement with the right to erect, construct, install gad by, and thereafter use, operate, inspect, repair, maintain, replaces, and remove water places, convenient, where, and other devices used in chancetion with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, Stafe of South Daketa, said land being described as follows:  S\(^{\frac{1}{2}}\) of Section 23-95-62  together with the right of ingress and egress ever 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 the pipeline as constructed, and insofar as possible to center line shall be Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible to center line shall be Fifteen (15) feet inside of the fence line which feace line is the beundary of the grantAntORS.  The consideration hereinabove recited shall constitute payment in full for any damagnes to the land of the GRANTOR, his successors and assigns, by reason of the installation, corration, and maintenance of the derivatives as inventors as the land of the GRANTOR.
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents: That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereination described to James Layry Citaks and Sharon Citak bereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 4-16 as amended, hereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 4-16 as amended, hereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 4-16 as amended, hereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 4-16 as amended, hereinative referred to as GRANTOR, mixingle, replace, and remove water pipes, connection, valves, and all other devices used in characters with the operation of a rural water system, over, across and through the land of the GRANTOR, sixuated in Charles Mix County, State of South Dakota, sald land being described as follows:  S\frac{2}{2}\$ Of Section 23-95-62  together with the right of ingress and egress ever 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 finside of the fence line which feace line is the beundary of the grantory of the GRANTORS.  The consideration hereinabove recised 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 GRANTOR his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTOR, his successors and assigns, by re
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Layrry Cihak and Sharon Cihak bereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by SUCCESSOR and assigns, a perpetual casement with the right to exect, construct, install gad lay, and thereafter use, operate, inspect, repair, maintain, replaces, and remove water places, conscious, valves, and other devices used in chancetion with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, Stafe of South Dakots, said land being described as follows:  S\frac{1}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and insiders as constructed, and insofar as possible the center line shall be Fifteen (15) feet to either side of the center line of the pipeline as constructed, and insofar as possible to center line shall be Fifteen (15) feet inside the which is necessors and assigns, by reason of the property of the GRANTORS.  The consideration hereinabove recited shall constitute payment in full for any dampines 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 berein. The GRANTOR, his successors and assigns.  The grant and other provisions of this easomest shall constitute a convergent runn
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinative described to James Lapry Cilnak and Sharon Cilnak bereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DESTRICT, a public entity formed under SDCL 45-16 as amended, hereinative referred to as GRANTEE, the successor and assigns, a perpetual case ment with the right to erect, construct, install asid lay, and therefore us, operato, laspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in chancetion 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 Dakots, said land being described as follows:  S\frac{1}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever 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 (11) feet inside of the fance line which feace line is the beundary of the property of the GRANTOR.  The consideration hereinabove recised 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 coversants to rasintain the good repair so that no unreasonable damage will result from thy use to the adjacent and of the GRANTOR, his successors and assigns. The grant and other providens of this easument shall constitute a convengit running with the land for the benefit of the GRANTEE coversants and assigns.
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Layrry Cihak and Sharon Cihak bereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public certify formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by SUCCESSOR and assigns, a perpetual casement with the right to exect, construct, install gad lay, and thereafter use, operate, inspect, repair, maintain, replaces, and remove water places, conscious, valves, and other devices used in chancetion with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, Stafe of South Dakots, said land being described as follows:  S\frac{1}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and insiders as constructed, and insofar as possible the center line shall be Fifteen (15) feet to either side of the center line of the pipeline as constructed, and insofar as possible to center line shall be Fifteen (15) feet inside the which is necessors and assigns, by reason of the property of the GRANTORS.  The consideration hereinabove recited shall constitute payment in full for any dampines 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 berein. The GRANTOR, his successors and assigns.  The grant and other provisions of this easomest shall constitute a convergent runn
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents: That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Laptry Cilnak and Sharon Cilnak bereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, hereinafter referred to as GRANTOR, reliates, and entity with the right to erect, construct, install aged by, and therefore us, operate, inspect, repair, maintain, replace, and entity with the right of extra system, over, across and through the listed of the GRANTOR, shrated in Charles Mix County, Stafe of South Dakota, sald land being described as follows:  S\frac{2}{3}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent linds of the GRANTOR, his successors and assigns, sald land being 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 fance line which leave line is the benefit 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 GRANTOR, his successors and assigns.  The grant and other provisions of this easement shall constitute a convengent running with the land for the benefit of the GRANTER, its successors and saligns.  Names L. Clinak (SEAL)  Sharpon Clinak (SEAL)
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in consideration of One Dellar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinative described to James Laptry Cihak and Sharon Cihak bereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 45-16 as amended, bereinative referred to as GRANTEE, the receipt of which is bereby acknowledged, the GRANTOR does hereby great, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install aged lay, and therefore us, operate, laspect, repair, malphala, replace, and remove water place, connections, valves, and all other devices used in connection with the operation of a rural water system, ever, across and through the land of the GRANTOR, situated in Charles Mix County, Safe of South Dakots, said land being described as follows:  S\frac{1}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and assigns, said land be thirty (30) seet 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 leade of the face line which feace line is the beautisary of the property of the GRANTOR. In successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTOR, his successors and assigns. The grant and other provisions of this canomical constitute a convergent running with the land for the benefit of the GRANTOE, his successors and assigns.  The grant and other provisions of this canomical shall constitute a convergent running with the land for
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Larry Cihak and Sharon Cihak bereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 4-16 as amended, hereinafter referred to as GRANTER, by International Course with the region of a grant water system, cover, across and assigns, a perpetual casement with the right of enterties used in characters with the right of ingress and through the land of the GRANTOR, sixuated in Charles Mix County, State of South Dakota, said land described as follows:  S\frac{1}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent lines of the GRANTOR, his successors of this easement. The easement shall be thirty (39) 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 on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet on either side of the center line which feace line which feace line water has been constructed, and insofar as possible the center line shall be Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line of the pipeline as constructed
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in consideration of One Dellar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinative described to James Laptry Cihak and Sharon Cihak bereinative referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 45-16 as amended, bereinative referred to as GRANTEE, the receipt of which is bereby acknowledged, the GRANTOR does hereby great, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install aged lay, and therefore us, operate, laspect, repair, malphala, replace, and remove water place, connections, valves, and all other devices used in connection with the operation of a rural water system, ever, across and through the land of the GRANTOR, situated in Charles Mix County, Safe of South Dakots, said land being described as follows:  S\frac{1}{2}\$ of Section 23-96-62  together with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and assigns, said land be thirty (30) seet 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 leade of the face line which feace line is the beautisary of the property of the GRANTOR. In successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTOR, his successors and assigns. The grant and other provisions of this canomical constitute a convergent running with the land for the benefit of the GRANTOE, his successors and assigns.  The grant and other provisions of this canomical shall constitute a convergent running with the land for
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 bereinsfirer described to James Larry Cihak and Sharon Cihak bereinsfirer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 45-16 as amesided, bereinsfirer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 45-16 as amesided, bereinsfirer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 45-16 as amesided, bereinsfirer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 45-16 as amesided, bereinsfirer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDC. 45-16 as amesided, bereinsfirer referred to as GRANTOR, bits successors and assigns, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and slother devices used in other devices and assigns for the property of the GRANTOR.  The consideration thereinshove 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 imprevenents referred to berein. The GRANTER covenants to resistate the easement in good repair so that no unreasonable damage will revoked from it use to the adjacent and of the GRANTER covenants to resistate structures of imprevenents referred to berein. The GRANTER covenants to resistate the easement in good repair so that no unreasonable damage will revoked from it use to the adjacent and of the GRANTER. Its successors and assigns.  The grant and other
Know All Men By These Presents:  That in contideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Larry (5thak and Sharon Cihak bereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, bereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, bereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, bereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, bereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 45-16 as amended, bereinafter referred to a GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, and convey unto the GRANTOR, and analyse, and remove water place, connection, water, and their division with the operation of a rural water system, over, across and through the land 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 property of the GRANTORS.  The consideration hereizabove recibed shall constitute payment in full for any dapages 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 berein. The GRANTOR, his successors and assigns, by reason of the Installation, operation, and maintenance of the structures or improvements referred to berein. The GRANTOR, his successors and assigns, by reason of the Installation, operation, and maintenance of the structures or improvements referred to berein. The GRANTOR, his successors and assigns.  The grant and other provisions of this easement shall constitute a convergent r
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 bereinsfirer described to James Larry Chinak and Sharron Cihnak bereinsfirer rederred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitly formed under SDCL 49-16 as amended, bereinsfirer rederred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitly formed under SDCL 49-16 as amended, bereinsfirer rederred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitly formed under SDCL 49-16 as amended, bereinsfirer rederred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitly formed under SDCL 49-16 as amended, bereinsfirer rederred to a GRANTOR. It is uccessor and assigns, a perpetual case ment with the right to erect, constitution, valves, and all other devices used in chancetion with the operation of a rural water system, over, across and through the land of the GRANTOR, sheated in Charles Mix County, State of South Dakots, said land being described as follows:  S\frac{1}{2}\$ of Section 23-96-62  The consideration of the property of the GRANTORS.  The consideration becomes the state of the state of the fence line which fence line is the beundary of the property of the GRANTORS.  The consideration previously and an amistonance of the structures or imperference to herein. The GRANTEE coverants to resident the assessment in good repair so that no unreasonable durange will result from figures to the land of the GRANTOR, his successors and assigns.  The grant and other provisions of this easument shall constitute a convergent running with the land for the benefit of the GRANTEE, its successors and assigns.  IN WITNESS WHEREOF, the GRANTORS have executed this instrument this19th_day ofMarch
Know All Men By These Presents:  That in consideration of Ore Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinshier described to James Larry Cihak and Sharon Cihak bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitity formed under SDCL 45-16 as amended, bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitity formed under SDCL 45-16 as amended, bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitity formed under SDCL 45-16 as amended, bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public ceitity formed under SDCL 45-16 as amended, occavity unto the GRANTOR. Its successor and assigns, a perpetual case ment with the fight to serve, construct, install and lay, and thereafter use, operate, inspect, regain, maghatin, replace, and remove water place, connection, valves, and all other devices used in chancetons with the operation of a rural water system, over, across and through the land of the GRANTOR, bits successors and assigns for the purposes of this casement.  The easument shall be thirty (30) seet in width, the center line of the GRANTOR, his successor and assigns, by reason of the property of the grantom and incoder as possible the retirer line shall be Fishern (12) feet inside of the face line which fence line is the bendary of the property of the grantom bereinshove rectived 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 impreventate to the adjacent of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or impreventate to the adjacent of the GRANTOR, his successors and assigns.  The grant and other provisions of this easument shall constitute a convengin running with the land for the benefit of the GRANTEE, its successors and
Know All Men By These Presents:  That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Larry Cinak and Sharon Cinak Described to James Larry Cinak and Sharon Cinak Described to Sandard Community Water District, a public entity formed under SDCL 40-16 as amended, bereinsfer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 40-16 as amended, bereinsfer referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 40-16 as amended, bereinsfer referred to as GRANTOR, in the presence of the finite is berein years, the GRANTOR does bereby great, burgain, eal, transfer, and convey unto the GRANTOR. In the GRANTOR and the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, Safe of South Discus, safe land being described as follows:  S\frac{1}{2}\$ of Section 23-96-62  The essencent shall be thirty (30) seet in width, the center line of which in 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 on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet on either side of the center line of the structures of the property of the GRANTOR. Site successors and assigns, by reason of the property of the GRANTOR.  The consideration hereiabove rectined shall constitute payment it 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 coverants to maintain the essensent in good repair so that no unreasonable damage will result from ity use to the adjacent and of the GRANTOR, his successors and assigns.  In Witness Wherefor, the GRANTOR have executed thi
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 bereinshier described to James Larry Cihak and Sharon Cihak  James Larry Cihak and Sharon Cihak  bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 49-16 as amended, bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 49-16 as amended, bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 49-16 as amended, bereinshier referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDOL 49-16 as amended, bereinshier referred to the GRANTOR does bereby grast, baggias, sell, transfer, and concerns the GRANTOR and the sell of the sell of the sell of the sell of a rural water system, over, across and through the land of the GRANTOR, by Rantes in Chartes Mix County, Sixte of South Dakots, 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 (39) seet in width, the center line of the splesible as constructed, and insodar as possible the center line shall be Fifteen (15) feet inside of the fert line width feace line is the boundary of the properly of the GRANTOR, his successors and assigns. The consideration herelandors recised shall constitute payment it full for any dapages to the land of the GRANTOR, his successors and assigns.  The consideration herelandors recised shall constitute a convenient running with the land for the GRANTOR convents to maintain the easement in good repair so that no surreasonable damage will result from lytus to the adjacent and of the GRANTOR, his successors and assigns.  In WITNESS WHEREOF, the GRANTORS have executed this indigeness there is contained
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 bereinshier described to Jumes Larry Cilnak and Sharon Cilnak  Jumes Larry Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Sharon Cilnak  Jumes Larry Fublic, South Dakota  State of South Dakota, County of Charles Mix  Jumes Larry Fublic, South Dakota  State of South Dakota, County of Charles Mix  Jumes Larry Fublic, South Dakota  State of South Dakota, County of Charles Mix  Jumes Larry Fublic, South Dakota  State of South Dakota, County of Charles Mix  Jumes Larry Fublic, South Dakota
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Layry Cinak and Sharon Cinak  Freisafter referred to as GRANTOR, by RANDALL COMMINITY WATER DISTRICT, a public centry formed under SDC, 45-16 as amended, herelasafter referred to as GRANTOR, by RANDALL COMMINITY WATER DISTRICT, a public centry grant, bargain, sell, transfer, and convey unto the GRANTOR, the State of SCALAR Convey in the GRANTOR, and singuint and perpetual case ment with the right to erect, carrier, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connection, valves, and all other devices used in charaction with the operation of a rurel water paytern, over, across and through the land of the GRANTOR, sixuated 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 ever the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this casement shall be thirty (30) set in width, the center line of which is described as follows: Fifteen (13) feet is said of the people's of the grant and people's as constructed, and insofar as possible the center line is the bundary of the property of the GRANTOR as a possible the center has shall be Fifteen (13) feet insofated in the which face line is the bundary of the property of the GRANTOR, as a possible to center line shall be property of the property of the GRANTOR, and the property of the property of the GRANTOR, as successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to berein. The GRANTER coverants to maintain the easement in good repair so that to unscensible damage will result from the undersigned to GRANTOR, his successors and assigns.  The grant and other provisions of this easemen
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents:  That in condération of One Dellar (\$1.00) or in consideration of the bunefits to be derived by the laying of the water lines bereinstier described to June B Larry Cihak and Sharon Cihak  bereinstier referred to a CRANTOR, by EASINALL COMMINITY WATER DISTRICT, a public entity formed under fiDGG 45-16 as amended, hereinstitier referred to as CRANTOR. By EASINALL COMMINITY WATER DISTRICT, a public entity formed under fiDGG 45-16 as amended, hereinstitier referred to as CRANTOR. The personal state of the CRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTER, its successor and assigns, a perpetual easement with the right to erect, crantor, and therefore and causer, agreement with the right as executed with the operation of a rural water system, ever, across and through the land of the GRANTOR, sixtated in Charles Mix County, State of South Dakota, said land being described as follows:  Sign of Section 23-96-62  Logether with the right of ingress and egress ever the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this casement shall be thirty (30) feet in width, the center line of the pipeline as constructed, and insolar as possible the center line shall be Filtern (13) feet on either side of the ence line which fence line is the broadary of the property of the GRANTOR.  The consideration hereiabove rectied 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 malphanance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will restly from fluxue to the adjacent and of the GRANTOR, his successors and assigns.  The crant and other provisions of this easement shall constitute a convenging turning with the land for the beach of the GRANTEE, its successors and assigns.  The transfer of the property of the grant of the cont
RIGHT-OF-WAY EASEMENT  Know All Men By These Presents: That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to James Layry Cinak and Sharon Cinak  Freisafter referred to as GRANTOR, by RANDALL COMMINITY WATER DISTRICT, a public centry formed under SDC, 45-16 as amended, herelasafter referred to as GRANTOR, by RANDALL COMMINITY WATER DISTRICT, a public centry grant, bargain, sell, transfer, and convey unto the GRANTOR, the State of SCALAR Convey in the GRANTOR, and singuint and perpetual case ment with the right to erect, carrier, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connection, valves, and all other devices used in charaction with the operation of a rurel water paytern, over, across and through the land of the GRANTOR, sixuated 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 ever the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this casement shall be thirty (30) set in width, the center line of which is described as follows: Fifteen (13) feet is said of the people's of the grant and people's as constructed, and insofar as possible the center line is the bundary of the property of the GRANTOR as a possible the center has shall be Fifteen (13) feet insofated in the which face line is the bundary of the property of the GRANTOR, as a possible to center line shall be property of the property of the GRANTOR, and the property of the property of the GRANTOR, as successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to berein. The GRANTER coverants to maintain the easement in good repair so that to unscensible damage will result from the undersigned to GRANTOR, his successors and assigns.  The grant and other provisions of this easemen

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Pares SDE 167 (Eqs. 19-65)		A65
	BURIED EXCHANGE FACILITY EASEMENT	
"Owner")	undersigned owner(s) of an interest in the real estate described below (h ) hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHO corporation, its associated and allied companies, its and their respective suc	NE COMPANY,
lessess and	nd agents (hereinafter called "Company"), in consideration of the sum of	\$25.00
Twenty-f	five and no/100	Dollora
	from the Company and of the agreements stated below, a right of way and	
struct, ope wires, eur) with the ri aeroes the	from the Company and of the agreements stated below, a right of way and erate, maintain, replace, and remove a communications system consisting of rface terminals, surface markers (at fence lines, if any) and associated equiviplet of access thereto for the purpose of exercising the rights herein granted, s following described real estate located in the County of <u>Charles Mix</u> South Dakota	buried cable or ipment, together
struct, ope wires, surj with the ri aeross the State of Sc	erate, maintain, replace, and remove a communications system consisting of rface terminals, surface markers (at fence lines, if any) and associated equivifient of access thereto for the purpose of exercising the rights herein granted, s following described real estate located in the County of <u>Charles Mix</u>	buried cable or ipment, together
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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):

Signed this	7th day of	April .17	
WITNESSES: Mary E.	Dawley.	OWNER: Omer andrew Halleine L. Anders	_
	<del></del>	· · · · · · · · · · · · · · · · · · ·	<del>-</del>

	ndividual Acknowledgme	mt	e Selection	
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" Ods	us and	Klake 1	nd	
repnally appeared	Indrich	, huila	nd & Wife	•
Market Consumer to me or satisfactorily proven to	be the person(s) w	hose name(8) 🚄	subscribed to	
rown to me or satisfactority proven a le within instrument and acknowledge intained.	ed that Thif	ezecuted the same	for the purposes therein	
In witness whereof I hereunto set	my hand and official	esal.	Dauly	,
MARY Z. DAWLET, Now		ALL 6.	Public	
South Daketa New Commission Explore St	ept. 19, 1964			
	Corporate Acknowledge	ment		
TATE OF	——] <sub>88</sub> .			
COUNTY OF	}			
On this the	day of		, 19, before me,	•
			, the undersigned officer,	•
who acknowledged himself to be the _			, a corporation	Į.
who acknowledged himself to be the of and that he, as such so to do, executed the foregoing instr of the corporation by himself as	rument for the purpo	sees therein conto	, a corporation	7
who acknowledged himself to be the	rument for the purpo	osss therein control	, a corporation , being authorized lined, by signing the name	Į.
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who acknowledged himself to be the of and that he, as such so to do, executed the foregoing instr of the corporation by himself as In witness whereof I horounto so  Name of Town	rument for the purpo et my hand and offic	osss therein control	, a corporation , being authorized uned, by signing the name	i e
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who acknowledged himself to be the	rument for the purpo et my hand and offic	rial seal.  Notes  State Coun	of South Dekots, the name of South Dekots, the name of South Dekots, the name of the control of	- 6 /
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and that he, as such so to do, executed the foregoing instr of the corporation by himself as In witness whereof I horounto s  Name of Town  Line Section  Secured by  Post Office Address of Owner  R.O.W. No. 69515	rument for the purpo et my hand and offic	State Counting of the	of South Datols, by Public  Ty Public  Ty Public  Ty Of Charles Mix  Tilly the within instrument was cord there of day of States.  The action of the states	t Dh
who acknowledged himself to be the	rument for the purpo et my hand and offic	State Counting of the	of South Details, by of Charles Mix tify the within Instrument was cord the within Instrument was cord the gray day of Steeres at 12 o'clock. A.M. a coin by 1. June 1	t Dh

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

Recording Information:

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

THIS INDENTURE, made effective this 21st day of June, 1996, between U S WEST COMMUNICATIONS, INC., successor in interest to Northwestern Bell Telephone Company, an lowa 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 "Assignoe").

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.

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

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

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

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

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Continued on following page

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

ASSIGNOR:

ASSIGNEE:

U S WEST COMMUNICATIONS, INC.

FORT RANDALL TELEPHONE COMPANY, a South Dakota corporation

Title: Vice President-South Dakota

Brdce Hanson Title: Treasurer

[CORPORATE SEAL]

[CORPORATE SEAL]

Continued on following page

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

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#### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA	) ) ss.	
COUNTY OF MINNEHAHA	)	
who acknowledged herself to be the	1996, before me, ed officer, personally appeared Linda J. Laskowski Vice President - South Dakota of U S WEST n, and that she as such Vice President being authori trument for the purposes therein contained, by signi- elf as Vice President.	ized
In witness whereof I hereur	to set my hand and official seal.	
	Notary Public	_
[SEAL]		

Faye Meyer

Continued on following page

This document was prepared by:

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

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#### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA ) ) ss. COUNTY OF MINNEHAHA )
On this the [81] day of
In witness whereof I hereunto set my hand and official seal.
Notary Public Faye Meyer
[SEAL]

Continued on following page

This document was prepared by

Henry B. Pickens, Esq.

ly:leocotranlimitsdiprivre2.doc 6/6/96 U S WEST, Inc. 7800 E. Orchard Rd., Suite 490 Englewood, CO 80111 (303) 793-6505

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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

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

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

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

94151

STATE OF SOUTH DAKOTA ) as

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

Monica Walder, Register of Deeds

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### RIGHT-OF-WAY EASEMENT

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

	(unmarried) (husband and wise) for a good and valuable Charles hix Electric Association, Inc., a co-operative corporation 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 (52)
	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, reads or highways abunting said lands, an electric transmission or distribution line or system, and to cut and trun 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 hold by the following persons:
<del>-</del>	IN WITNESS WHEREOF, the undersigned have set their bands and scale this 3 day of 1998  **Common Class (L.S.)  **Common Class (L.S.)  (L.S.)
	Signed, sealed and delivered in the presence of:  James Andersh  Katherine Andersh
	STATE OF SOUTH DAKOTA) INDIVIDUAL ACKNOWLEDGEMENT COUNTY OF )SS
	On this the 13th day of March 1978 before me, Clauda M. Hall
	the undersigned officer, personally, appeared _ James Andres 4 - hotherine L. Andres 4
	known to me or satisfactorily proven to be the person whose name 5 ALC
	subscribed to the within instrument and acknowledged that $\angle$ he $lpha$ executed the same for the purposes therein
	contained.
	In Witness Whereof I bereumto set my hand and official seal.
	My commission expires: 1-30.79 Notary Public, Checkes Nix County
	My commission expires: 1-30.79 Notary Public, Checkes Aix County
	State of South Pakata

Notary Public, South Dakota

Continued on following page

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STATE OF SOUTH DAKOTA ) 85 COUNTY OF CHARLES MIX ) 85

I certify the within instrument was filed on record the 27th day of March 1998 at 10:40 o'clock AM and recorded in 8ook 43 of Misc. and page 250-251.  $_{\rm A}$ 

Marica Unider Monice Welder, Register of Deeds

66



This Instrument was Drafted by: East River Electric Power Cooperative, Inc. 211 South Harth Avenue, Madison, SD 57042 605-256-4536 CHARLES MIX COUNTY MONICA WALDER, ROD Fee Book 201403041

# Pages:

File No. E06-25-24.9

#### TRANSMISSION LINE OVERHANG EASEMENT

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

The Southwest Quarter (SW%), less Lot H-2 and Lot R-4, of Section Thirty-four (34), Township Ninety-six (96) North, Range Sixty-two (62), West of the 5<sup>th</sup> P.M., Charles Mix County, South Dakota.

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

- The South Thirty Feet (\$30') of the West Three Hundred Feet (\$300') of said property excluding road right of way — for construction/maintenance access of said system only.
- Easement allows for conductor overhang of said system.

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

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

One Hundred Dollars (\$100.00)

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

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this
day of FENCUARY in the year 20 14.
James Andersh Katherine L. Andersh
State of Sourit Dakota )
County of CHARLES MIX
On this/9day of
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 Dakot 4  My Commission Expires June 7, 2017
State of South DAKETA )
County of CHALLES 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 cath 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 Sutton & Euler
Notary Public, State of SXITH DAKOTA  ANTHONY J. ENGLERT  SEAL NOTARY PUBLIC SEAL  SOUTH DAKOTA  Page 2 of 2  Page 2 of 2

Cover page for:

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

Preliminary title insurance schedules prepared by:

**Titles of Dakota** 

(File Number: 24-0936)

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

(Charles Mix County, South Dakota)

For September 23, 2024 auction to be conducted by: Schrader Real Estate and Auction Company, Inc.

On behalf of:

James & Katherine L. Andersh Revocable Family Trust

#### \*\*\*\*\*\* \*OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Condition 5.e.:

Issuing Agent:

Titles of Dakota

Issuing Office:

17 North 4th Ave., P.O. Box 160, Lake Andes, SD 57356

Issuing Office 's ALTA® Registry ID: 0005107

Loan ID No.:

Commitment No.:

Property Address:

24-0936

Issuing Office File No.: 24-0936

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 (SE½), less .42 A County R/W and Except Lot H-2 (6.77 A), Section thirty-four (34), Township ninety-six (96) North, Range sixty-two (62) West of the Fifth Principal Meridian, Charles Mix County, South Dakota.

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

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#### SCHEDULE A

(Continued)

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(812) 371-1111

Attest Down Wold

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# \*\*\*\*\* \*OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

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

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#### \*\*\*\*\* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B, PART II

Exceptions

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

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

- 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.
- 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.
- Easements, or claims of easements, not shown by the Public Records.
- 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.

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#### SCHEDULE B, PART II

(Continued)

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

SE½ less 0.42 A County R/W, Except Lot H2 (6.77 A.), Section 34 - T95N - R62W, assessed to James & Katherine L Andersh co-trustees, James & Katherine L Andersh Revocable Family Trust, 40140 SD Hwy 46, Wagner, SD Parcel #04.34.4000 (152.81 A), tax in the total amount of \$1,815.80, first installment of \$907.90 paid, second installment of \$907.90 - - - - UNPAID

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

- 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.
- 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 lowa Corporation which merged into The Mountain States Telephone and Telegraph Company, whose name was changed to U S West Communications, Inc. (Assignor) and Fort Randall Telephone Company, a South Dakota corporation, (Assignee), dated June 21, 1996, filed March 31, 1997 at 10:15 o'clock A.M., recorded in Book 42 of Miscellaneous Records, page 165-246, along with other property. See copy attached.
- 13. Vested Drainage Right Form executed by Evonne M. Gregory, RR 1, Box 174, Sioux City, Iowa, dated June 16, 1992, filed June 26, 1992 at 9:00 o'clock A.M, recorded in Book 38 of Miscellaneous Records, page 683. See copy attached.
- 14. Right-of-Way Easement executed by James Andersh and Katherine L. Andersh, husband and wife, to Charles Mix Electric Association, Inc., a co-operative corporation, dated March 13, 1998, filed March 27, 1998 at 10:40 o'clock A.M., recorded in Book 43 of Miscellaneous Records, page 250-251. See copy attached.
- 15. Any adverse claim to title made by or on behalf of an Indian Allottee or the heirs of such Allottee based upon the assertion that such land was improperly removed from the United States Government Trust Protection.
- 16. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.
- 17. Any setback lines and utility easements that may exist.

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

Schedule Sil

#### 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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350

### MISCELLANEOUS RECORD No. 27

united States department of agriculture farmers home auministration  Right-of-way easement	
Know All Mon By These Presents;	
That in consideration of One Deliar (S.100) or in consideration of the benedix to be derived by the laying of the water lines barchander described to James and Katherrine Andersch, husbeand and wife, hardened to humbally collected to humbally collected to humbally collected to humbally collected to a granton, by SAMBLE COMMINERY WATER DESTRICT, a public entity formed under SDCL 46-16 as amended.	
hereinather referred to as CHANTEE, the receipt of which is hareby acknowledged, the CHANTOR door hareby great, burgets, burgets, ed., transfer, and corner mult be GhanTEE, its successor and araigms, a perpetual saccement with the right to erect, construct, includ and buy and thereafter man,	
operate hapon, repair, maintain, replace, and or conserve with a repair to the right to report, constrain, infell and key, and theretaker use, operate hapon, repair, maintain, replace, and or conserve with the operation of a rural water system, over, across and through the land of the ORANTOR, sincered in Charles Mix County, Sixto of Sort Dalacts, said land	
being described as follows:	
Sa Section 34 Township 96 Range 62	
of descript 34 township to using or	
"	
tracibes with the right of ingress and egress over the adjacent lands of the GRANTOR, his reconstructed and assigns for the purposes of this caremont.	
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of the pipeline or constructed, and insafer as passible the center line shall be Filtern (15) fact inside of the lance line which ince line is the boundary of the property of the GRANTORS.	
The consideration hereinabore recited shall countines payment to fall for any demages to the land of the GRANTOR, his excessors and assigns, by	
reason at the installation, operation, and maintaines of the receipt of the property of the pr	
The grant and other provisions of this casempat that countitate a convenant reading 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 19.75	
James Andersh(SEAL)	
Katherine Andersh(SEAL)	
STATE OF SOUTE DARGEA, COUNTY OF Charles Mix ss.	
the trial that the day of June . 1975, better me Glenda M. Hall the understance of the control opposited James Andersh and Katherine Andersh, husband and wife.	
known to me er settlificatinity proven to be the person 3 whose name 8 2,79	
subscribed to the within instrument and ecknowinded that; hey assembed the same for the purposes therein contained.  In witness whereaf I becomes set my band and others seal,	
My Commission expires:	
Jan. 30, 1983(SEAL) Glenda M. Hall	
Notary Public, South Dekots.	
State of South Dakota, County of Chartes Min. ts.	
I contify the within improment was filed on record the lath day of March . 19 77 at 4 o'clock file.	
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Linda Matuska Mounta	
Linda Matuska  Dep.  Dep.  Register of Deeds	
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Dep. Register of Doeds  UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION  RIGHT-OF-WAY EASEMENT  Know All Man By These Presents:  That in consideration of One Bollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bertinator described to James Darry Chinak and Sharon Chinak bertinator referred to as CHANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 45-16 as amended, bertinator referred to as CHANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 45-16 as amended, bertinator referred to as CHANTOR, the receipt of which is beredy state when the public precises and cargina, a perpensi alsomethy with the close beredy great, hergade, really, malpitain, replace, and receive water pipes, connections, welves, and all other devices used in connection with the operation of a receipt when system, over, across and through the lead of the CRANTOR, situated in Charles Mix County, Safe of South Delects, said land being described as follows:  ST Of Section 23-96-62  ST Of Section 23-96-62  The essemant shall be thirty (30) feet in width, the center line of the physics are constructed, and insector as possible the center line of the physics are constructed, and insector as possible the center line thall be Filtern' (11) feet inside of the form line which from the successors and satisfus, by reason of the installation, operation, and missionates of the structures or burpowinesis retained to the GRANTOR, his successors and satisfus, by reason of the installation, operation, and missionates of the structures or burpowinesis retained to the GRANTOR, his successors and satisfus. The great and other previous of this casement to malphale the constitute as corrowed training with the file and for the GRANTOR, his successors and satisfus. The great and other previous of this casement shall constitute as corrowed training with the part	
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Form SDE 167 (Rev. 18-68)	1			
	BURI	ED EXCHANGE	FACILITY EASEMENT	
"Owner") her	reby grant(s) a	nd convey(s) to NO	the real setate described below (hereina) RTHWESTERN BELL TELEPHONE Companies, its and their respective successor	MPAN
lessees and ag	jente (hereinaft	er called "Company"	), in consideration of the sum of\$25.0	<u> </u>
received from struct, operate wires, surface	the Company of s, maintain, repl r terminals, surj	and of the agreemen lace, and remove a co face markers (at fer	ts stated below, a right of way and easeme mmunications system consisting of burier nee lines, if any) and associated equipmen exercising the rights herein granted, upon,	cable togeth
			in the County of Charles Mix	
State of South	Dakota.			•
			The second of the second of	
(8	te South Half 3 1/2, 5 1/2, ange 62 West.	of the South Hall SE 1/4) of Secti	f of the Boutheast Quarter on 34, Township 95 North,	
			•	
•				
	•		• •	
ordinary culti	vation of the lan	nd, and to pay for all	ires below plow depth in order to not into damage to Owner's property arising from mpt as stated below: Ezceptions (if any):	
				•
·				
Signed th	ida <u>1</u>	day of	April 1077	7
Signed th	•	day of	April 1977	7
	•	acy of	OFFICE Contract	1 

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Lut	1 Dal	osts;		
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OUNTY OF _/MAL	111 711	<i>[[]</i>	1 .	· man
On this the	Ith.	, day of	Houl	, 19, before me,
OR TITLE THE	7	Drive	ut .	the undersigned officer.
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oreopally appeared	- II	Marke	10h	husband & wife
A alterial		more		Add minerated to
nown to me or satisfact	erily proven t	o be the perso	m(s) whose no	me(s) All subscribed to
he within instrument ar ontvined.	d acknowledge	ed that	executed	I the same for the purposes therein
In witness whereof	I hereunio set	my hand and	official seal.	$\rho \wedge \rho$
		Ĺ	Marie	6. Dawley
MAR	Y E. DAWLET, N. South Debot	otory Pubso ~		Notary Public
My Co	mmission Explose		owledoment	. 0
STATE OF		3		
		88.		
COUNTY OF				•
On this the		day of		, 18, before me,
•		_		, the undersigned officer,
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Return To: Bruce Hanson, Treasurer 227 S. Main, P O Box 800 Clara City, MN 56222

Recording Information:

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

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

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

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

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

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

This document was prepared by:

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

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Continued on following page

**79** 

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

ASSIGNOR:

ASSIGNEE:

US WEST COMMUNICATIONS, INC.

FORT RANDALL TELEPHONE
COMPANY, a South Dakota corporation

Linda Laskowski
Title: Vice President-South Dakota

By: Broce Hanson Title: Treasurer

[CORPORATE SEAL]

(CORPORATE SEAL)

Continued on following page

This document was prepared by:

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

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167

#### ACKNOWLEDGMENT

TATE	E OF SOUTH DAKOTA
	) SS.
COU	ITY OF MINNEHAHA )
who : Comu so to	On this the 1914 day of, 1996, before me,, 1996, before me,, the undersigned officer, personally appeared Linda J. Laskowski, sknowledged herself to be the Vice President - South Dakota of U S WEST munications, Inc., a corporation, and that she as such Vice President being authorized, executed the foregoing instrument for the purposes therein contained, by significant of the corporation by herself as Vice President.
	In witness whereof I hereunto set my hand and official seal.
	Notary Public Payer
rett /	·
[SEA	1/]

Faye Heyer

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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#### ACKNOWLEDGMENT

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

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US WEST; Inc.

(303) 793-6505

7800 E. Orchard Rd., Suite 490 Englewood, CO 80111

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200

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

The South Half of the South Half of the Southeast Quarter (S1/2, S1/2, SE1/4) of Section 34, Township 96 North, Range 62 West,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 153-154.

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

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

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 155-156.

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

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

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 157-158.

Continued on following page

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

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

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

94151

STATE OF SOUTH DAKOTA ) BE

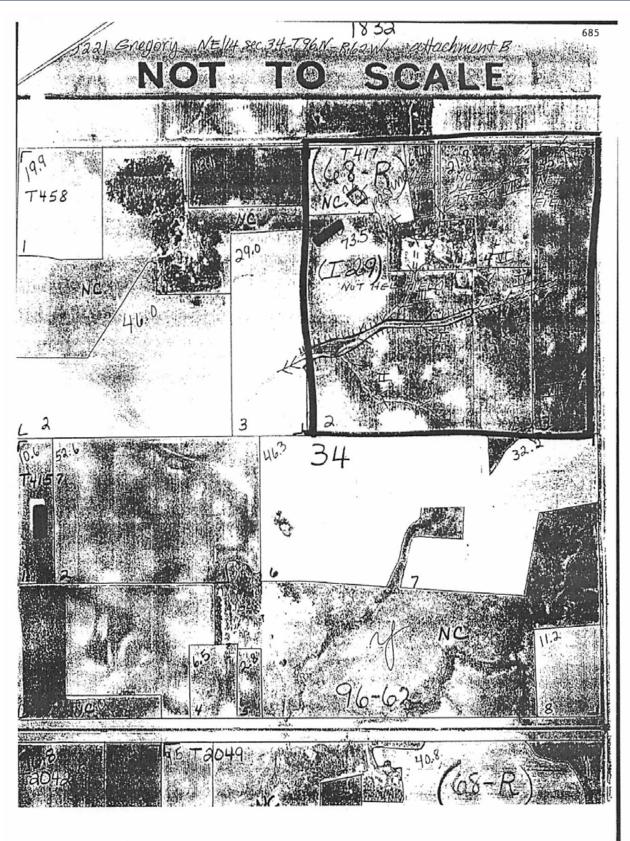
I certify the within instrument was filed of record the 31st day of March 1997 at 10:15 o'clock AM, and recorded in Book 42 of Misc. Records, page 165-246.

Monica Walder, Register of Deeds

78

VESTED DRAINAGE RIGHT FORM	683
Claimant of Vested Drainage Right: Name Gregory Evonne M.	
(Lat) (First) (Meeu)	
Address RRI Box 174	
City Stown City State Towa zip Code 51108  Co-Owner or Other Interest Owner:  Name	_
Address	
CityStateZipCode	_
2. A. State the legal description of the land from which the water is drained:  NE 14 of Sec. 34, Twp 96N Rg. 62W in the County of Charles M1	
B. State the legal description of the land onto which the water is drained:  5E 14 of Sec. 34. Twp 96 N Rg. 62 W 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, throug prescriptive right:  of Sec, Twp Rg in the County of	
3. The man made modifications consist of a Hachment A (i.e. drain tile, ditch, levee, dike etc.). Generally describe modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):  Note: If draining improvements are difficult to describe in sections 3-5, those them on an attached ASCSSCS map.	
see attachment "A" and Ascs aerial photo attachment "B"	
5. State the general course and direction of the natural flow:  A V Same as section 4; or  B.	_
6. State any facts you believe relevant, to the vested drainage rights:  FUNDABLE WILLEWAY TILL MOVES WATER to femceline  and on to adjacent land,	= '2
7. The claimed drainage right has existed since:  A /; or  B Unknown  Dated this	<u>12.</u>
Signatures of claimants	
County Of Tradition  On this 16 day of June 1992  the undersigned officer, personally appeared Thomas M. Hagany known to me or satisfactorily proven to be the person whose name(s) of S. Aubscribed to the within instrument acknowledged that, he executed the same for the purposes therein contained.  In wirness whereof I hereunto set my hand and official seal.  Mulne & Jarusewich	t and
Continued on following page  SEAL  Notary State 3 State  The HOStern State 3 State  My commission expires 8/43	

VESTED DRAINAGE RIGHT FORM
Claimant of Vested Drainage Right: EVONNE M.
Name Gregory Evolution Outside
Practical functionists on Company over (18 applicable)
Address RRI BOX 174 State TOWA Zip Code 51108  City S/OWN City State TOWA Zip Code 51108  Co-Owner or Other Interest Owner:
City S/OWN CITYS
Address ZipCode ZipCode
CityStateZipCode
2. A State the legal description of the land from which the water is drained:  2. A State the legal description of the land from which the water is drained:  NEVIL OF Sec. 34. Two 96N Rg. 62W in the Country of Charles MIX
B. State the legal/description of the land onto which the water is drained:  Two 96 N. Re 62 W. in the County of Charles 141K.
to the fand for which the drainage right is claimed, in
of Sec. Two Secretary of Sec. Two Secretary of Sec. Two Secretary of Sec. Two Secretary describes and secretary of Sec. Two Secretary of Sec. Two Secretary of Sec. Secretary of Sec. Sec. Sec. Sec. Sec. Sec. Sec. Sec.
the modifications in terms of length, depth, within the modern on se situated ASCS/SCS sup.  Note: If drainage improvements are difficult to describe to sections 25, those them on se situated ASCS/SCS sup.  See attachment A and ASCS aerial photo attachment B  See attachment A and ASCS aerial photo
See attachment A and iss
4. State the general course and direction of the water flow by means of the drainage right:
The sample what NO III SOUTHWON THE STATE OF
MO. II - Southwest No. III - West, southwest
5. State the general course and direction of the natural flow:
A Same as section 4, 67
B
6. State any facts you believe relevant to the vested drainage rights:  Farma ble waterways and plan furrows move water  Farma ble waterways and plan for nothwal drainage
TO DE MOSTING
7. The claimed drainage right has existed since:
R V Unknown
Dated this 16 day of June 1972
Evorne M. Hilgary
Evonne X Gregory Significated of dislatents
State of Jowa ) es
County Of Was Laury ) Sage Manland & Varassuich
On this / O day of June 19, before me, // leftere to 12205776th the undersigned officer, personally appeared Strange IV. Stran
known to me or satisfactority proven to be same for the purposes therein contained.
Marline & Galosevich -
Notary State & Varoserich
Continued on following page
My commission expires 0/93
- The Control of the



Continued on following page

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#### RIGHT-OF-WAY EASEMENT

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

James Andorsh + Kathorian L. Andersh	T
(unmarried) (husband and wife) for a good and valuable consideration, the receipt, wherear is acknowledged, do hereby grant unto Charles Mix Electric Association, Inc., a co-operative corp (hereinafter called the "Co-operative"), whose post office address is Lake. Andes, South Dakota, at the country of the lands of the undersigned, situated in the Country of the lands of the undersigned, situated in the Country of the lands of the undersigned.	d to it
Mix, State of South Dakota, and more particularly described as follows:	
South Half (52)	
In Section 34. Township 96N, Range 62kV	
and to construct, operate and maintain on the above-described lands and/or in or upon all streets, and highways abutting said lands, an electric transmission or distribution line or system, and to cut and tri and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said system.	m true
The undersigned agree that all poles, wires and other facilities, including any main service entrance equinstalled on the above-described lands at the Co-operative's expense, shall remain the property of operative, removable at the option of the Co-operative upon termination of service to or on said land	lie Co
The undersigned covenant that they are the owners of the above-described lands and that the said la free and clear of encumbrances and liens of whatsoever character except those held by the following p	nds ar ersons
	.s.) .s.) .s.)
STATE OF SOUTH DAKOTA) INDIVIDUAL ACKNOWLEDGEME	NI,
COUNTY OF 3ss	
On this the 13th day of March, 1978 before me, Glanda M. Ha	
the undersigned officer, personally, appeared - James Andres to her the wine to the	id r's
known to me or satisfactorily proven to be the person whose name 👃 🚜 😢	
subscribed to the within instrument and acknowledged that $\frac{1}{2}$ be $\frac{1}{2}$ executed the same for the purposes	
contained.  In Witness Whereof I bereunto set my hand and official seal.	Dierei
	Dierei
1// P*/ /V'N-bJ	
Glenda M. Hall (SEAL)	
My commission expires: 1-30-99 Notary Public, Checker Mix	

Notary Public, South Dakots

Continued on following page

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STATE OF SOUTH DAKOTA ) 88 COUNTY OF CHARLES MIX )

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.  $^{\circ}$ 

Manica Uniden Honica Welder, Hegister of Deeds

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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

## \*\*\*\*\*\* CLD 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

- 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 (S½NW½), 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 II - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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#### SCHEDULE A

(Continued)

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

By: Judy Miner, Title Examiner

17 North 4th Avenue / PO Box 160 Lake Andes, South Dakota 57356-0160 (605) 487-7271

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Attest Down Wold

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## \*\*\*\*\*\* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B. PART I

Requirements

All of the following Requirements must be met:

- 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.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Complete and return buyers/borrowers/sellers affidavit at the time of closing.
- Record the Durable Power of Attorney for James Andersh.
- Record the Power of Attorney for Katherine L. Andersh.
- 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.
- Procure and record a properly executed deed from The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021 to TBD
- Procure and record a properly executed Certificate of Trust in accordance with SDCL 55-4-51.3
  regarding The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021.
  NOTE: The Certificate of Trust must be executed simultaneously with the conveyance being insured.
- 11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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#### \*\*\*\*\* \*OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is reducted, 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:

- 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.
- 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.
- Easements, or claims of easements, not shown by the Public Records.
- Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Any taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 8. Any setback lines and utility easements that may exist.
- 9. Rights of tenants in possession under the terms of unrecorded leases.

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

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#### SCHEDULE B, PART II

(Continued)

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

Lots 3 & 4, S½NW½ 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.

- 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.
- Affidavit executed by Michael J. Whaten, 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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AMERICAN LAND TITLE ALLOCIATION

156

### MISCELLANEOUS RECORD No. 27

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION				
RIGHT-OF-WAY EASEMENT				
Know All Men By These Presents:  That in comiferation of One Dellar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinsfar described to				
That in consideration of One Deliar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines bereinafter described to Leddiels and Mary Andersh, husband sund wife between the consideration of the benefits and the property of the second of the benefits are referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-18 as amended, hereisafter 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 exement with the right to creek, construct, install and by, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used it 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 Scuth Dakots, said land being described as follows:				
NW% Section 2 Township 95 Range 62				
W% NWX Section 3 Township 95 Range 62				
tegether 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 hereinshove 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 mainlenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the essement in good repair so that no unreasonable damage will result from five use to the editacent and of the GRANTOR, his successors and assigns.				
The grant and other provisions of this easement shall constitute a convenant running with the land for the benefit of the GRANTEE, its successors and sasigns.				
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 4th day of June 19.75				
STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix Ss.  Ladislav Andersh (SEAL)  Mary A. Andersh (SEAL)				
On this the 4th day of June , 13 75, before me Glenda M. Hell				
the undersigned officer, personally appeared Ladislav and Mary A. Andersh husband and wife				
known to me or satisfactorily proven to be the person whose name a are subscribed to the within instrument and acknowledged that the persons 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 Daketa.				
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 PM. and recorded in book 27 of Miscellaneous and page 156				
By Dep. Martha Milmu 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				
bereinafter referred to as GRANTOR, by RANDALL COMMENTY WATER DISTRICT, a public entity formed under SDCL 46-16 as amended, bereinafter 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 casement with the right to creet, construct, install add by, and thereafter use, operate, inspect, repair, mahadain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over-parcoss and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as belows:				
Lot 1 & 2 of Section 2 Township 95 Range 62				
together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this casement.				
the state of the purposes of this casement.				
The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insodar as possible the center line shall be Fifteen (15) feet inside of the feace line which fence line is the boundary of the property of the GRANTORS.				
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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 Landh Dukate,
County of Charles affix

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Register of Deeds

Page 1990.

STATE OF SOUTH DAKOTA )

SS
COUNTY OF PENNINGTON )

#### **AFFIDAVIT**

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

- That this affiant is the attorney and general counsel for Charles Mix Electric Association, Inc. ("CME" herein), a rural electric cooperative, in good standing and duly organized under SDCL Chapter 47-21, which cooperative maintains its principal place of business at 440 Lake Street, Lake Andes, South Dakota 57356.
- 2. That pursuant to a duly enacted and adopted resolution of the Board of Directors of CME, the Accountant/Work Order Clerk for CME, under the supervision of this affiant, conducted a careful and diligent search of the business and corporate records and files maintained at CME's cooperative headquarters in Lake Andes, South Dakota, in order to locate each and all unrecorded right-of-way easements in the possession and control of CME.
- 3. That by reason of such search, numerous unrecorded original right-of-way easements were found and categorized according to location within the respective townships of Charles Mix County, South Dakota; and the legal descriptions, names of the grantor(s), and dates of execution were made to appear upon a summary thereof attached hereto as "Exhibit A" which is incorporated herein by this reference thereto.
- 4. That the right-of-way easements identified in "Exhibit A" uniformly provide that the undersigned grantor(s) thereof
  - ... "do hereby grant unto Charles Mix Electric Association, Inc., a co-operative corporation (hereinafter called the Co-operative"), whose post office address is Lake Andes, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned situated in the County of [Charles Mix], State of South Dakota, and more particularly described as follows: [legal description] and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above-described lands at the Co-operative's

expense, shall remain the property of the Co-operative, removable at the option of the Co-operative upon termination of service to or on said lands..."

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

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

Dated this 12 day of October, 2010.

Attorney for Charles Mix Electric Association, Inc.

State of South Dakota)

County of Pennington )

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

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

NOTARY PUBLIC-SOUTH DAKOTA

My Commission Expires: パーパー/人

Lone Tree

Exhibit A

Section	Twashp	Range	Description		Grantor	Date
	1 95	62	W 1/2	NW%	Joseph & Antonia Placek	1/3/1948
	1 95		Lot 10		Elsie Gledd	7/11/1949
	1 95		W 1/2	SE14	Elsie Gledd	7/11/1949
	1 95		Lot 9		Elsie Giedd	7/11/1949
	1 95		Lot 5		Elsle Gledd	7/11/1949
	1 95	62	Lot 6		Elsle Gjedd	7/11/1949
	1 95	62	Lot 8		Elsie Giedd	7/11/1949
	1 95			SW1/4	Eugene Kozel	11/3/1953
	2 95		Lot 3		Frank & Barbara Turek	12/2/1947
	2 95		S 1/2	NW%	Frank & Barbara Turek	12/2/1947
	2 95	62	Lot 4		Frank & Barbara Turek	12/2/1947
	2 95		S 1/2	NE%	Joseph & Rose Petrik	1/17/1948
	2 95 2 95			NW14	Frank Tucek	12/31/1947
	2 95		Lot 4	1	Frank Tucek	10/24/1945
	2 95		Lot 3		Frank Tucek	10/24/1945
	3: 95		Lot 3		Thomas & Ann Sykora	11/26/1945
***************************************	3 95		Lot 1	:	Thomas & Ann Sykora	11/26/1945
	3 95		Lot 2		'Thomas & Ann Sykora	11/26/1945
	3 95	62	S 1/2	NE%	Thomas Sykora	12/18/1947
	3 95		Lot 1		Thomas Sykora	12/18/1947
	3 95		Lot 3		Thomas Sykora	12/18/1947
			SE 1/4	NW%	Thomas Sykora	12/18/1948
	3 95 3 95		Lot 2		Thomas Sykora	12/18/1947
	3 95		W 1/2	NW%	Ladislav Andersh	3/22/1954
	3 95		N 1/2	SW1/4	Ladislav Andersh	3/22/1954
			NW 1/4	SE¼	Albert Cihak	11/27/1945
<del></del>	3 95 3 95		S 1/2	SE¼	Albert Cihak	11/27/1945
	4 95		SE 1/4	NE1/4	Ladislav Andersh	5/19/1954
	4 95		NE 1/4	NE1/4	Elmo Gulikson	5/18/1954
	4 95			NW14	Elmo & Arlene Guilikson	11/27/1959
	4 95		NE 1/4	NE14	Elmo & Arlene Gulikson	11/27/1959
	4 95		E 1/2	SE1/4	Elmo & Arlene Guilikson	11/27/1959
	4 95			S½	Elmo & Arlene Gullikson	11/27/1959
	4 95		Lot 4	NE14	Henry Weddell	1/10/1975
	4 95		NE1/4 NW1/4 SW1/4	NE¼	Henry Weddell	11/10/1975
	4 95		Lot 4		Henry Weddell	10/31/1975
	4 95			sw¼	Yankton Sioux Housing	7/26/1978



This Instrument was Drafted by: East River Electric Power Cooperative, Inc. 211 South Harth Avenue, Madison, SD 57042 605-256-4536 MONICA WALDER, ROD Fee Book 201403038

# Pages:

File No. E06-25-27

### TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

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

The South Half of the Northwest Quarter (S½NW½) and Lots Three (3) and Four (4) in Section Two (2), Township Ninety-five (95) North, Range Sixty-two (62), West of the 5<sup>th</sup> P.M., Charles Mix County, South Dakota.

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

The North Thirty Feet (\$230') of the West One Hundred Fifty Feet (\$4150') of said property excluding road right of way.

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

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

One Thousand Five Hundred Dollars (\$1,500.00)

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

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals of, in the year 20	this 5th day
James Andersh Katherin	is andersk e Andersh
State of Sout H DAIGTA )SS  County of CHARLES MIX	
On this	n the cath of
instrument and acknowledged to me that he (or they) executed the same.  My commission expires	Emfet
ANTHONY J. ENGLERT  NOTARY PUBLIC  SOUTH DAKOTA  My Commission Expires June 7, 2017	South DAROTA
State of South DAKOTA )ss  County of CHARLES MIX	
On this 5th day of November in the year personally appeared Katherine Andersh known to me (or proved to me or ), to be the person(s) described in, and	n the oath of
instrument and acknowledged to me that he (or they) executed the same.  My commission expires	Enlist -
ANTHONY J. ENGLERT  SEAL NOTARY PUBLIC SEAL  My Complesion Expires June 7, 2017  Page 2 of 2	South DAKETA

















TRACT 1

















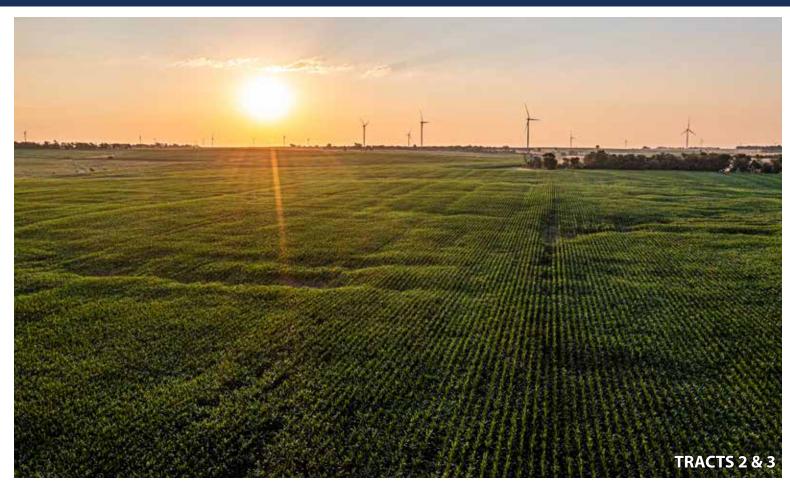














































#### **SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

