

Remit Payment To:

Vernon Holding Co Inc/The Title Company
213 E. 4th Ave.
Mitchell, SD 57301
(605)996-4900

INVOICE**Billed To:**

Advantage Land Co.
510 Main Ave Ste 4
Brookings, SD 57006
ATTN: Megan Hammond

Invoice Date: October 19, 2020**Our File Number:** 04-20-00782**Your Reference Number:**

Underwriter:

Property:
ag land

Brief Legal: SE 11-101-60 W of RR Davison County,
South Dakota

Davison County

| DESCRIPTION | AMOUNT |
|--------------------------|-----------|
| Search Fee | 180.00 |
| <hr/> | |
| Invoice Total Amount Due | \$ 180.00 |

BUYER(S)/BORROWER(S):**SELLER(S):**

Lureta C. Weber

SHOULD THIS ORDER BE CANCELLED, A CANCELLATION FEE MAY BE CHARGED

THANK YOU FOR YOUR ORDER

File Number:

Effective Date: October 13, 2020 at 07:30 AM

Client Reference Number:

SEARCH REPORT

This report was prepared at the request and exclusively for the use of:

Advantage Land Co.

Vernon Holding Co Inc/The Title Company is a Bonded Abstracter for the County shown below, in the State of South Dakota.

Vernon Holding Co Inc/The Title Company hereby reports that it has made a search of records of the offices of the Register of Deeds, County Treasurer and Clerk of Courts at the Courthouse for the County of Davison, State of South Dakota, as to the following described property to-wit:

All of the Southeast Quarter (SE ¼) lying West of the Railroad Right of Way, Section Eleven (11), Township One Hundred One (101) North, Range Sixty (60) West of the 5th P.M., Davison County, South Dakota.

Names searched:

Lureta C Weber
Melvin D Weber

The last conveyance of record runs to:

Estate of Lureta C Weber, deceased

NOTE: the Estate of Lureta C. Weber is being probated in Davison County Probate File No. 17PRO20-4.

Father Terry L Weber has been appointed Personal Representative

Effective Date and Time:

Start Date of Report: From Patent

End Date of Report: October 13, 2020 at 07:30 AM

Subject to the following matters:

1. Rights or claims of parties in possession not shown by the public records.
2. 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.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Subject to minerals and mineral rights, if any.
6. Taxes or Special assessments which are not shown as existing liens by the public records.

File Number:

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7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

2019 real estate taxes due and payable in 2020 in the amount of \$1,736.92 and are paid in full. Tax Bill #3292
Tax ID#100000-10160-11410

8. (A) Unpatented mining claims; (B) reservations or exceptions in patents, or any act 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.

9. Statutory easement for highway along the section line (or lines bounding or within) the land herein described.

10. BURIED INTER-EXCHANGE FACILITY EASEMENT dated January 24, 1967, filed July 18, 1967 and recorded in Book 28 on Page 211. (copy provided upon request)

11. PERMANENT RIGHT-OF-WAY EASEMENT dated September 15, 2000, filed September 22, 2000 and recorded in Book 61 of Misc. Records on Page 397 executed by Loraine E. Losser, Trustee under agreement dated June 6, 1995, Loraine E. Losser Trust -to- B-Y WATER DISTRICT, a public entity. (copy provided upon request)

PERMANENT RIGHT-OF-WAY EASEMENT dated September 15, 2000, filed September 22, 2000 and recorded in Book 61 of Misc. Records on Page 397 executed by Lureta C. Weber -to- B-Y WATER DISTRICT, a public entity. (copy provided upon request)

Assignment of Interest dated April 2, 2003, filed April 4, 2003 executed by B-Y WATER DISTRICT, a South Dakota Water User District, a body politic, as grantor and assignor as provided in the Pipeline and Water Supply Agreement dated May 31, 2002 -to- the City of Mitchell, South Dakota, a municipal corporation and B-Y Water District, as tenants in common. (copy provided upon request)

12. Subject to proper proceedings in the Matter of the Estate of Lureta C. Weber, deceased

13. Subject to tenancy rights of parties in possession of all or a portion of the real estate.

Subject to unrecorded leases, if any.

No search has been made for any liens or encumbrances not shown in public record.

This report does not include a review of court files for divorces or marriage dissolutions, or bankruptcies, occurring prior to the vesting of the current title holder.

No search has been made for liens against title for mobile homes and/or manufactured homes that may be located on the subject property.

No search of the records on file at the Office of the South Dakota Secretary of State has been or will be conducted in connection with any of the land described above and any such records and/or their effect on title to said land are hereby excluded from this report.

This report does not contain any matters related to mineral rights, whether of record or off record. This report does not contain information as it pertains to liens, open mortgages, easements, covenants and restrictions, or any other matter filed prior to the Report Start Date shown above. Our report on encumbrances was limited to the tract indices and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. Our liability shall not exceed the lesser of: (a) actual loss suffered; or (b) the fee charged for this Report.

File Number:

Effective Date: October 13, 2020 at 07:30 AM

Client Reference Number:

This report is not to be interpreted as opinion of title nor shall it be construed to be any form of Title Insurance.

Vernon Holding Co Inc/The Title Company

By: Kathy Schuldt
Kathy Schuldt

BURIED INTER-EXCHANGE FACILITY EASEMENT

The undersigned owner(s) of an interest in the real estate described below (hereinafter called the "Owner") hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (hereinafter called the "Company"), in consideration of the sum of \$5.00

Five and No/100----- Dollars
received from the Company and of the agreements stated below, a right of way and easement to construct, operate, maintain, replace, and remove such communications systems as the Company may from time to time require, consisting of underground cables, wires, conduits, splicing boxes, and -----

-----, and surface testing-terminals and markers, together with the right of access thereto for the purpose of exercising the rights herein granted, upon, under and across a strip of land one rod wide situated within the following described real estate located in the County of

Davison-----, State of South Dakota:

East Half of Southeast Quarter (E $\frac{1}{2}$, SE $\frac{1}{4}$) of Section Eleven (11), Township One Hundred One (101) North, Range Sixty (60), West of the 5th P.M., lying West of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company R/W, Davison County, South Dakota.

together with the following rights: to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and with-

in seven feet thereof; and to install gates and stiles in any fences crossing said strip. The east

boundary of said one-rod strip shall be a line parallel to and 5 feet east of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals

on the land of the Owner or on adjacent lands. The Owner for ----- sel(f) (ves),

----- heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip.

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, including crops, livestock, fences, soil restoration and improvements, as the interests may appear, except as stated below: Exceptions (if any):

Signed this 13th day of April, 1987.

WITNESSES:

OWNER:

Anna Heiman

Individual Acknowledgment

STATE OF South Dakota }
COUNTY OF Beauregard } ss.

On this the 18th day of July, 1967, before me,
[Signature], the undersigned officer,
personally appeared James William [Signature] (husband)
known to me or satisfactorily proven to be the person(s) whose name(s) _____ subscribed to
the within instrument and acknowledged that _____ executed the same for the purposes therein
contained.

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

Notary Public

Corporate Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss.

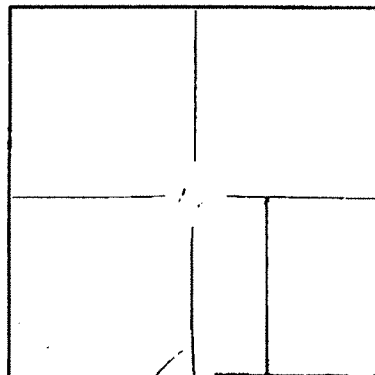
On this the _____ day of _____, 19____, before me,
_____, the undersigned officer,
personally appeared _____,
who acknowledged himself to be the _____
of _____, a corporation,
and that he, as such _____, being authorized
so to do, executed the foregoing instrument for the purposes therein contained,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

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

Notary Public

Name of Town Beauregard
Line Section _____
Secured by _____
Post Office Address of Owner
Beauregard, S.D.

R.O.W. No. 63122
Est. or
J.O. No. _____



REC.
IND.
N.
G.
COMP.

| | | |
|------------------------------------|------------------|-------------------|
| STATE OF SOUTH DAKOTA | FILED FOR RECORD | DAVISON COUNTY |
| JUL 18 1967 32 MIN. | | |
| RECORDED IN BOOK _____ ON PAGE 210 | | |
| REGISTRAR OF DEEDS | | |

BOOK 28 PAGE 210

PERMANENT RIGHT-OF-WAY EASEMENT

The undersigned Trustee, Loraine E. Losser, Trustee under agreement dated June 6, 1995, Loraine E. Losser Trust, of 1132 S.W. Coast Avenue, Lincoln City, Oregon 97367, Telephone 541 994-7674, hereinafter referred to as GRANTOR, for and in consideration of a total payment of the sum of \$1,135.00, the receipt of which is hereby acknowledged, GRANTOR does hereby grant unto B-Y WATER DISTRICT, a public entity formed under SDCL 46-16 as amended, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, lay, remove, and reinstall and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, water transmission lines, connections, valves, water reservoir, and all other devices used in connection with, including but not limited to, the operation of a rural water system and a water transmission line over, across and through the land of the GRANTOR, situated in Davison County, State of South Dakota, the location of said perpetual easement being described as follows:

A strip of land eighty feet (80') in width and insofar as practicable said eighty foot (80') strip of land shall be adjacent to the west boundary line of the Railroad right-of-way located through the hereinafter described real property and extending over, across, and upon the land described as follows, to-wit:

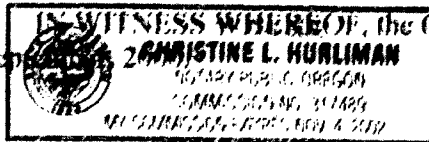
The Southeast Quarter (SE $\frac{1}{4}$) W of RR, in Section 11, Township 101 North, Range 60, West of the 5th P.M., Davison County,

South Dakota, said easement to be used for the installation of a ductile iron pipe or a PVC pipe not more than thirty inches (30") in nominal diameter and which ductile iron pipe or PVC pipe shall be buried with not less than five feet (5') of cover and Grantee will remove and replace not more than six inches (6") of the existing topsoil, 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 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 land of the GRANTOR, his successors and assigns. GRANTEE agrees to pay for crop damages, if any, for future repairs and maintenance after initial installation and startup.

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 15th day of September, 2000.



LORAIN E. LOSSER TRUST
under Agreement dated June 6, 1995

By: *Loraine E. Losser* (SEAL)
Loraine E. Losser, Trustee

Subscribed and sworn to before me this 15th day of September, 2000

Christine L. Hurliman
Notary Public, State of Oregon
(SEAL)

My Commission Expires 12/31/2002

Prepared By
Thomas E. Alberts
Attorney At Law
P.O. Box 347, Avon, SD 57315

BOOK 61 PAGE 397

286 2218

PERMANENT RIGHT-OF-WAY EASEMENT

check 6783

The undersigned, Lureta Weber of 1500 S. Duff, Mitchell, South Dakota 57301, hereinafter referred to as GRANTOR, for and in consideration of a total payment of the sum of \$1,135.00, the receipt of which is hereby acknowledged, GRANTOR does hereby grant unto B-Y WATER DISTRICT, a public entity formed under SDCL 46-16 as amended, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, lay, remove, and reinstall and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, water transmission lines, connections, valves, water reservoir, and all other devices used in connection with, including but not limited to, the operation of a rural water system and a water transmission line over, across and through the land of the GRANTOR, situated in Davison County, State of South Dakota, the location of said perpetual easement being described as follows:

A strip of land eighty feet (80') in width and insofar as practicable said eighty foot (80') strip of land shall be adjacent to the west boundary line of the Railroad right-of-way located through the hereinafter described real property and extending over, across, and upon the land described as follows, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) W of RR, in Section 11, Township 101 North, Range 60, West of the 5th P.M., Davison County,

South Dakota, said easement to be used for the installation of a ductile iron pipe or a PVC pipe not more than thirty inches (30") in nominal diameter and which ductile iron pipe or PVC pipe shall be buried with not less than five feet (5') of cover and Grantee will remove and replace not more than six inches (6") of the existing topsoil, 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 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 land of the GRANTOR, his successors and assigns. GRANTEE agrees to pay for crop damages, if any, for future repairs and maintenance after initial installation and startup.

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 15th day of September, 2000.

Subscribed and sworn to before me this
15th day of September, 2000.

Clement J. Kloucek
(Clement J. Kloucek - Subscribing Witness)

Lureta C. Weber (SEAL)
Lureta Weber

STATE
OF
SOUTH DAKOTA

FILED FOR RECORD
MICROFILM
DAVISON COUNTY

SEP 22 2000

FEE
\$12.00

Debra A. Young
REG. OF DEEDS

BOOK 61 PAGE 39

PROOF OF SUBSCRIBING WITNESS

Dated this 15 day of September, 2000.

2

PREPARED BY:
Carl J. Koch
200 E. 5th Avenue
PO Box 546
Mitchell, SD 57301
(605-996-6546)



DOCUMENT 1470^{Davison}

FILED FOR RECORD
DAVISON COUNTY
SOUTH DAKOTA

APR 04 2003 Fee \$12⁰⁰

By Debra A. Young NS Fee
Debra A. Young, Register of Deeds

BOOK 64 PAGE 153

ASSIGNMENT OF INTEREST

BY THESE PRESENTS, and in performance of a portion of the obligations of B-Y Water District, a South Dakota Water User District, a body politic formed under SDCL 46-16 as amended, and political subdivision of the State of South Dakota, as grantor and assignor, as provided for in the Joint Pipeline and Water Supply Agreement between B-Y and the City of Mitchell, South Dakota, a municipal corporation (hereinafter referred to as "City"), dated May 31, 2002, grants, conveys, warrants and assigns to the City of Mitchell, South Dakota, 612 N. Main, Mitchell SD 57301, and B-Y Water District, Box 248, Tabor SD 57063-0248, as tenants in common, as their interests may from time to time be established pursuant to the above-referenced Joint Pipeline and Water Supply Agreement, as now or hereafter amended or supplemented, all right and interest of B-Y Water District now owned or hereafter acquired, in and to all of the real property described in Exhibit A attached hereto, which Exhibit A is deemed incorporated herein by reference, including water pipeline and associated facilities installed therein, pursuant to the above referenced agreement. This assignment includes after acquired interest and after installed pipeline and associated facilities.

Dated this 2nd day of April, 2003.

B-Y Water District

By: [Signature]
Its: Chairman

Attest:

By: _____

Its: _____

(SEAL)

STATE OF SOUTH DAKOTA

SS

COUNTY OF Beaumont

On this the 2nd day of April, 2003, before me, the undersigned officer, personally appeared Allen Norrington, who acknowledged himself to be the Chairman of B-Y Water District, a corporation, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public - South Dakota

My Commission Expires: 5/21/2004

(SEAL)

BOOK 64 PAGE 153

EXHIBIT A

Davison County, South Dakota

- ✓ SW 1/4 NE 1/4 & Gov't Lot 2, E of RR, 2-101-60
- ✓ Irregular Tract 3, less Irregular Tract 1, SE 1/4 2-101-60 is vested in:
Town of Ethan, South Dakota
- ✓ NE 1/4, except 1 acre and except RR Right-of-Way 11-101-60
- ✓ SE 1/4 West of RR 11-101-60
- ✓ Lot 11, SE 1/4 AND Lot 3, NE 1/4 all in 14-101-60
- ✓ Lot L SE 1/4 14-101-60
- ✓ NE 1/4 23-101-60
- ✓ SE 1/4 23-101-60 except RR R/W
- ✓ Lot 1 SW 1/4 25-101-60
- ✓ NE 1/4 Except RR Right of Way & Except N 534' of E. 1020' 26-101-60
- ✓ N 534' of E 1020', W of RR, NE 1/4 26-101-60
- ✓ SE 1/4, Except RR, 26-101-60
- ✓ S 1/4 NW 1/4 36-101-60
- ✓ N 1/4 NW 1/4 36-101-60
- ✓ NW 1/4 SW 1/4 36-101-60
- ✓ SW 1/4 SW 1/4 36-101-60
- ✓ NW 1/4, less RR and H-1, 2-102-60
- ✓ SW 1/4, Except RR, H-1, H-2, H-3 & H-4, 2-102-60
- ✓ SW 1/4 11-102-60
- ✓ NW 1/4, Except Lot A of Johnson's Subdivision and Except H-1, H-2 & RR, 11-102-60
- ✓ N 1/4 NW 1/4, Except H-1, H-2, RR & Except E. 1593' and Except Lot A, McCloud's Addition, 14-102-60
- ✓ SW 1/4 NW 1/4, less H-1, H-2, H-3, less Lots A & A-1, and less RR, 14-102-60
- ✓ SW 1/4, less Lots A & B, less Lots 1-10, Colwell's Corner, and less Lots H-1, H-2, H-3, and less RR, 14-102-60
- ✓ SW 1/4, Except RR, H-1, H-2 & Lot A, 23-102-60
- ✓ NW 1/4, E of RR, 23-102-60
- ✓ E 1/4 NW 1/4, East of RR, 26-102-60
- ✓ Lot C, SW 1/4, 26-102-60
- ✓ SE 1/4, Except RR Right of Way, 35-102-60
- ✓ NE 1/4, Except RR Right-of-Way, 35-102-60
- ✓ Lot G, Henderson's 2nd Addition, NW 1/4 35-103-60
- ✓ SW 1/4, Except RR and Except H-1, 35-103-60