

FILE NO.: TS 4167

INVOICE

DATE: December 9, 2020

TO: Advantage Land Co.
517 6th Street
Brookings, SD 57006

CLAY COUNTY ABSTRACT & TITLE COMPANY

P. O. Box 255 • 121 Kidder Street, Suite 104

Vermillion, South Dakota 57069

605-624-2068

(FAX) 605-624-9640

contact@claycountytile.com



Date	Real Estate	Docs	Title Insurance	Abstracting
	Title Search - 4 parcels Sales Tax			\$250.00 16.25
Owner Ralph J. Marquardt & Lucille M. Marquardt				
Delivered To: auction@advantagelandco.com				
Remarks: TOTAL				\$266.25



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December 9, 2020

Advantage Land Co.
517 6th Street
Brookings, SD 57006

RE: THE WEST 1,203.35 FEET, EXCEPT THE SOUTH 175.00 FEET OF THE EAST 633.49 FEET OF THE WEST 1,203.35 FEET OF HEIKES TRACT 4, A SUBDIVISION OF THE SE1/4 SE1/4, SW1/4 SE1/4, THE S1/2 SW1/4 NE1/4 SE1/4, THE E1/2 SE1/4 SE1/4 NW1/4 SE1/4, AND THE EAST 23 AND 1/2 ACRES OF THE S1/2 OF LOT 1 OF THE SW1/4, SECTION 7, TOWNSHIP 92 NORTH, RANGE 51 WEST OF THE 5TH P.M., CLAY COUNTY, SOUTH DAKOTA

I have this date made a title search of the above described property and found the following:

The last grantees of record are RALPH J. MARQUARDT and LUCILLE M. MARQUARDT, husband & wife, as joint tenants with right of survivorship and not as tenants in common, subject to:

All of the 2019 real estate taxes of \$969.42 are paid in full, Parcel ID#: 11000-09251-074-00;

180 Day Redemption Collateral Real Estate Mortgage in the principal amount of dated September 22, 2014, executed by Ralph J. Marquardt & Lucille M. Marquardt, husband & wife, given to First National Bank of Omaha, Yankton, SD; recorded September 22, 2014 at 4:00 P.M. in Book 136 Mtgs p 789; Addendum To Collateral Real Estate Mortgage recorded July 8, 2019 at 10:00 A.M. in Book 142 Mtgs p 130;

Easement given to Clay Rural Water System, Inc. recorded in Book 38 Misc p 637; Setback line and Utility Easement as shown on the Plat recorded in Book 7 Plats p 642; Rights of tenants in possession under the terms of unrecorded leases; Statutory section line right of way;

RE: THE EAST 422.27 FEET OF THE WEST 1625.62 FEET OF HEIKES TRACT 4, A SUBDIVISION OF THE SE1/4SE1/4, SW1/4SE1/4, THE S1/2SW1/4NE1/4SE1/4, THE E1/2SE1/4SE1/4NW1/4SE1/4, AND THE EAST 23 AND 1/2 ACRES OF THE S1/2 OF LOT 1 OF THE SW1/4, SECTION 7, TOWNSHIP 92 NORTH, RANGE 51 WEST OF THE 5TH P.M., EXCEPT THE SOUTH 175.00 FEET THEREOF, CLAY COUNTY, SOUTH DAKOTA

I have this date made a title search of the above described property and found the following:

The last grantees of record are RALPH J. MARQUARDT and LUCILLE M. MARQUARDT, husband & wife, as joint tenants with right of survivorship and not as tenants in common, subject to:

All of the 2019 real estate taxes of \$332.44 are paid in full, Parcel ID#: 11000-09251-074-03;

180 Day Redemption Collateral Real Estate Mortgage in the principal amount of dated September 22, 2014, executed by Ralph J. Marquardt & Lucille M. Marquardt, husband & wife, given to First National Bank of Omaha, Yankton, SD; recorded September 22, 2014 at 4:00 P.M. in Book 136 Mtgs p 791; Addendum To Collateral Real Estate Mortgage recorded July 8, 2019 at 10:00 A.M. in Book 142 Mtgs p 129;

Easement given to Clay Rural Water System, Inc. recorded in Book 38 Misc p 637; Setback line and Utility Easement as shown on the Plat recorded in Book 7 Plats p 642; Rights of tenants in possession under the terms of unrecorded leases; Statutory section line right of way;

RE: THE EAST 237.00 FEET OF THE WEST 1862.62 FEET OF HEIKES TRACT 4, A SUBDIVISION OF THE SE1/4SE1/4, SW1/4SE1/4, THE S1/2SW1/4NE1/4SE1/4, THE E1/2SE1/4SE1/4NW1/4SE1/4, AND THE EAST 23 AND 1/2 ACRES OF THE S1/2 OF LOT 1 OF THE SW1/4, SECTION 7, TOWNSHIP 92 NORTH, RANGE 51 WEST OF THE 5TH P.M., CLAY COUNTY, SOUTH DAKOTA

I have this date made a title search of the above described property and found the following:

The last grantees of record are RALPH J. MARQUARDT & LUCILLE M. MARQUARDT, husband & wife, as joint tenants with right of survivorship and not as tenants in common, subject to:

All of the 2019 real estate taxes of \$211.66 are paid in full, Parcel ID#: 11000-09251-074-08;

Easement given to Clay Rural Water System, Inc. recorded in Book 38 Misc p 637; Setback line and Utility Easement as shown on the Plat recorded in Book 7 Plats p 642; Rights of tenants in possession under the terms of unrecorded leases; Statutory section line right of way;

RE: HEIKES TRACT 4, A SUBDIVISION OF THE SE1/4 SE1/4, SW1/4 SE1/4, THE S1/2 SW1/4 NE1/4 SE1/4, THE E1/2 SE1/4 SE1/4 NW1/4 SE1/4, AND THE EAST 23 AND ONE-HALF ACRES OF THE S1/2 OF LOT 1 OF THE SW1/4, ALL LOCATED IN SECTION 7, TOWNSHIP 92 NORTH, RANGE 51 WEST OF THE 5TH P.M., EXCEPT THE WEST 1,862.62 FEET THEREOF, CLAY COUNTY, SOUTH DAKOTA

I have this date made a title search of the above described property and found the following:

The last grantees of record are RALPH J. MARQUARDT & LUCILLE M. MARQUARDT, husband & wife, as joint tenants with right of survivorship, subject to:

All of the 2019 real estate taxes of \$63.10 are paid in full, Parcel ID#: 11000-09251-074-01;

Easement given to Clay Rural Water System, Inc. recorded in Book 38 Misc p 637; Setback line and Utility Easement as shown on the Plat recorded in Book 7 Plats p 642; Grant of Street Easement to the City of Vermillion on & across the S 33' of SE1/4 recorded in Book 46 Misc p 611; Annexation & Deferred Assessments Agreement recorded in Book 46 Misc p 612 (S 33' of SE1/4); Rights of tenants in possession under the terms of unrecorded leases; Statutory section line right of way;

STATE & FEDERAL TAX LIENS: NONE;
JUDGMENTS: NONE;

COUNTY LIENS: NONE;
MECHANIC'S LIENS: NONE;

Our liability is limited to the amount paid for this search.

Clay County Abstract & Title Company

A handwritten signature in black ink, appearing to read "Jenifer Jammerthal". The signature is fluid and cursive, with the first name "Jenifer" and last name "Jammerthal" clearly distinguishable.

Jenifer Jammerthal, Abstracter

ANNEXATION AND DEFERRED ASSESSMENTS AGREEMENT

This AGREEMENT for annexation of property and deferred assessments entered into on this 3 day of November, 2004, by the undersigned Russell F. Heikes, Dave Heikes and Sam Heikes, Cotrustees of the Russell F. Heikes and Kathryn A Heikes Revocable Trust, hereinafter referred to as Grantor, and the City of Vermillion, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the City of Vermillion, South Dakota contemplates the creation of Tax Incremental Financing District No. Four and the plan calls for the paving of 317th Street and Crawford Road, and

WHEREAS, annexation of the following property is proposed to facilitate construction of street improvements: the south 33 feet of the SE ¼, Section 7, Township 92 North, Range 51 West of the Fifth Principal Meridian, Clay County, South Dakota, and

WHEREAS, the Grantor agrees to sign the Petition to Annex Contiguous Territory to the City of Vermillion and grant an easement for the above described property:

NOW, THEREFORE, it is expressly covenanted, agreed, and understood by the parties hereto, as follows:

- (1) This AGREEMENT shall be in full force and effect until such street is abandoned by proper action of the City of Vermillion; and
- (2) As consideration for this easement and performances by the Grantors of the conditions on their part, the parties mutually agree:
 - A. At the conclusion of construction, the Grantee will seed the easement area with grass of a type or types normally used on highway construction in this area.
 - B. The Grantee will delay the collection and enforcement of all special assessments for curb and gutter, streets, and street lights until all or a portion of the Grantors' adjoining property is platted for development and then collect and enforce payment of only that portion of the total assessment that is applicable and apportionable to the platted lot or lots; and no interest will accrue on any assessment or proportionate share thereof to be paid in installments until the affected lot is platted. The per foot assessment for curb and gutter and street shall not exceed \$50 per foot for residential and \$80 per foot for commercial.
 - C. The Grantee will install and pay the costs of installation of water and sewer lines and recover the costs thereof through tapping fees charged against and collected from a property owner at the time the property is connected to the water or sewer line. The per foot assessment for water main shall not

exceed \$17 per foot and the per foot assessment for sewer main shall not exceed \$25 per foot.

- (3) Contracts for the improvements will be let when deemed necessary by the City Council. A Resolution of Necessity will be required before these improvements can be made. The costs will be assessed to the property owners after improvements are installed according to 2A and 2B above. The property owners will not remonstrate against the proposed improvements.
- (4) Said foregoing special agreements and consideration are binding upon said Grantee only when approved by the City of Vermillion's City Council, and in the event that said consideration or special agreements are not approved, this agreement is null and void of no force or effect; and
- (5) The Grantors grant permission to the Grantee to enter upon the above-described property to commence construction upon approval of this agreement with the understanding payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher passed for payment.

Receipt of an identical copy of the AGREEMENT is hereby acknowledged.

The above and foregoing AGREEMENT made on the day and year first above written and in the witness whereof the Grantors hereunto subscribed their name.

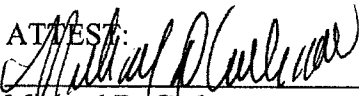
THE CITY OF VERMILLION
a Municipal Corporation

BY: 

Dan Christopherson, Mayor



ATTEST:


Michael D. Carlson,
Finance Officer

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
COUNTY OF CLAY)

On this 4th day of November, 2004, before me William Welk, the undersigned officer, personally appeared Dan Christopherson, known to me to be the Mayor of the City of Vermillion, the municipal corporation that is described in and that

executed the within instrument and acknowledged to me that such corporation executed the same.

William Welch
Notary Public

My Commission Expires: 3/5/10



Russell F. Heikes
Russell F. Heikes, Cotrustee

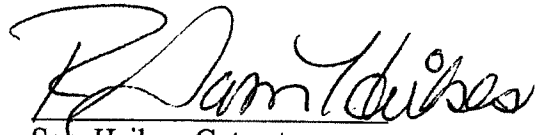
STATE OF SOUTH DAKOTA)
COUNTY OF CLAY)

On this 3rd day of November, in the year 2004 before me,
William Welk, a Notary Public within and for said County and
State, personally appeared Russell F. Heikes, known to me or satisfactorily proven to me
to be the person whose name is subscribed as Cotrustee of the Russel F. Heikes and
Kathryn A. Heikes Revocable Trust, and acknowledged that he as Cotrustee executed the
within and foregoing instrument for the purposes therein contained.



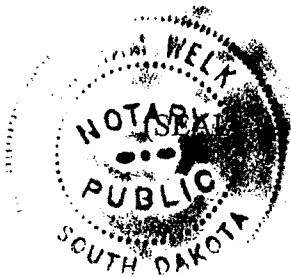
William Welk
Notary Public

My Commission Expires: 3/5/10


Sam Heikes, Cotrustee

STATE OF SOUTH DAKOTA)
COUNTY OF STANLEY)

On this 3rd day of November, in the year 2004 before me,
William Welk, a Notary Public within and for said County and
State, personally appeared Sam Heikes, known to me or satisfactorily proven to me to be
the person whose name is subscribed as Cotrustee of the Russel F. Heikes and Kathryn A.
Heikes Revocable Trust, and acknowledged that he as Cotrustee executed the within and
foregoing instrument for the purposes therein contained.




Notary Public

My Commission Expires: 3/5/10

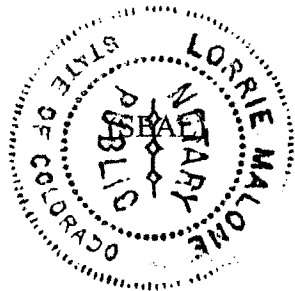
Dave Heikes
Dave Heikes, Cotrustee

STATE OF COLORADO)
COUNTY OF Morgan)

On this 12th day of November, in the year 2004 before me,
LORRIE MALONE, a Notary Public within and for said County and
State, personally appeared Dave Heikes, known to me or satisfactorily proven to me to be
the person whose name is subscribed as Cotrustee of the Russel F. Heikes and Kathryn A.
Heikes Revocable Trust, and acknowledged that he as Cotrustee executed the within and
foregoing instrument for the purposes therein contained.

Lorrie Malone
Notary Public

My Commission Expires: 10/28/07



108327

STATE OF SOUTH DAKOTA, County of Clay, ss
Filed for record this 16 day of Nov 2004
At 1045 o'clock A.M and Recorded in Book 46
of me on Page 612
Betty McAnkarsie Register of Deeds
Date Feb 20⁰⁵ pd ck

