PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 1

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc.

111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To: Advantage Land Company 517 6th Street Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

2. The land referred to is located in the County of Hand, State of South Dakota and is described as follows:

Government Lots 1 and 2 of Section 4, Township 112 North, Range 68.

3. The real estate is encumbered by the following Bankruptcies, Mortgages, Contract For Deed, Federal, State or County Liens, Mechanics Liens and Judgments:

NONE

4. The following are the reservations, easements and exceptions on the real estate:

Reservation in United States Patent as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Statutory section line right-of-way 33 feet wide on each side of each section line, pursuant to SDCL, chapter 31-18.

Existing roads or highways not shown of record, but disclosed by inspection, over the North and East side of the land.

Transmission Line Right-of-Way Easement granted to East River Electric Power Co-operative, Inc., as set forth in instrument recorded September 28, 1965, in Book 31 Misc., Page 515.

Survey recorded December 9, 2021 in Book 91 Misc, Page 385

5. The County Tax Records indicate the following real estate taxes and special assessments for this real estate:

Taxes and assessments for 2022 a lien, not yet due or payable.

Real estate taxes for 2021 in the amount of \$1,452.40, a lien, now due and payable.

Tax Parcel ID#: 6601

- 6. This Report has been prepared for the confidential and exclusive use of the client named herein. This is not intended and should not be considered as any form of abstract, title guaranty, title commitment or title insurance.
- 7. The total liability of Hand County Title Company, Inc., hereunder is limited to the amount paid for this Report.

HAND COUNTY TITLE COMPANY, INC.

Nancy Lewellen

NOTE: Coverage of this Report extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Hand County, South Dakota. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in those offices are not covered in this Report.

NOTE: The real estate described in this Report shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, Hand County Title Company, Inc., is not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Ted Jennings and Polly Jennings (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto EAST RIVER ELECTRIC POWER COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative,") whose post office address is Madison, South Dakota, and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of Hand, State of South Dakota, and more particularly described as follows:

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER (NE1)

Section FOUR (4) Township ONE HUNDRED TWELVE (112) NORTH Range SIXTY EIGHT (68) WEST OF

THE 5TH P.M.

and 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 fect 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 ggree to the joint use or occupancy of the line or system by any other person, association or corpor ation for electrification or

telephone purposes.

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.

erative, removable at the option of the Cooperative.

The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system has been completely constructed, in accordance with the following schedule:

Two-pole structure set on land subject to cultivation.....\$20.00 each Overhang where poles or guys are set on adjoining land at the rate of \$1.00 per pole.

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 they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character

except those held by the following persons:
IN WITNESS WEERBOF, theundersigned have set their hands and seals this 19th day of August, 1965.

Signed, sealed and delivered in thepresence of:

Ted Jennings Polly Jennings

Harry A. Wiese, Sr.

State of South Dakta, CountyofHand

On this 19th day of August, in the year 1965, before me personally appeared Ted Jennings and Polly Jennings, known to me, to be the person described in, and who executed the within instrument and acknowledged to me that they executed the same.

(seal)

Harry A. Wiese, Sr. Notary Public South Dakota

My commission expires Aug 15, 1970

STATE OF SOUTH DAKOTA, County of Hand:ss.

Filed for record this 28th day of Sept. A.D. 1965 at 2 o'clock P.M., and recorded in Book 31 of Miscl.Rec. page 515.

> (Seal) Bernard L. Coss, Register of Deeds

Prepared by: Eric D. Meyer, R.L.S. 9592 45246 SD Hwy 44 Parker, South Dakata 57053 Phone: (605) 310-9401 I certify the within instrument was filed for record Doc: 202101074 Book: 91 MISC Page: 385-385 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00 Recorded and Filed 12/9/2021 at 3:30 PM File S Suzy Warnsmann, Register of Deads 196TH STREET 9'(R) SECTION LINE 1350.40' 1370.00'(R) N1/4 CORNER / (SET #S MAR W/CAP\$253) M 89"55"36" E 2587.23" 2528,79"(R) 1350.48'-1320.00'(R) 1236.71'-1208.79'(R) 1350.48 1320.00 (R) NU SECTION CONNER 4-113-58 (F2 CF 1/8-1 CA) 33'-R/W CONT LOT 1 GOVT LOT 4 GONT LOT 3 GOVI LOT 2 SECTION LINE 3674.25 3703.20 PARCEL 1 CONTAINING 146.65 AC. ±
INCLUDING 3.83 AC. ± (R/W EASEMENT) 1.65,00,00 3 .61.20.00 S 1236.71 1369,23 1340.17 X 5 89'47'23" E X 2686.60" S 89'47'23" E 2607.04" SOUTH LINE CONDINAIDIT LOTS SSBTH AVENUE SSSTH AVENUE 51/2 NEI/4 1,220,98 57/2 NW 14 (Nota) E1/4 CORNER 6-113-66. (TD. CP W/BLN CP) C1/4 CORMER 4-112-88 (CALCULATED POSITION) S 89"45"35" E 2618.25 S 89'45'35" E 2673.54" JA LINE 7643.59 ċķŗ¦4 SET! S 00'05'48" SURVEYORS NOTES: 1. THE FENCE ALONG THE SOUTH LINE IS 18' SOUTH OF THE DEED LINE.
2 THE FENCE ALONG THE MEST SOU IS DIFF THE DESTRUCTION OF BUILDINGS. THE BUILDINGS LINE OF ALONG THE BUILDINGS LINE OF ALONG THE MOST HELD FORM.
DISTINCTS SET ALONG THE MOSTH LINE WERE SET BY PROPER MACHINE FROM A DEPUTATION RESEARCY DONE BY THE DEPARTMENT OF N 89'44'33" W 2647.82" HWY 14 SECTION LINE MEYER PO TOWNSHIP 112 NORTH ITY, SOUTH DAKOTA 21128 1 of 1 MOTUS: THE SERVEY WAS PERFORMED INTROUGH THE BENETIT OF A TITLE COMMITMENT, BASIS OF BEARINGS IS UTIL-ZONE (4 600 SCALE: 1"= 600"

PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 2

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc.

111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To: Advantage Land Company

517 6th Street

Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

2. The land referred to is located in the County of Hand, State of South Dakota and is described as follows:

Tract 5 of Peterka's Addition in Section 3, Township 112 North, Range 68.

(Less a tract of land 300'x300' in the southwest corner of the SW1/NW1/4 3-112-68 as shown on attached deed recorded in Book 96 Page 463)

Subject to an undivided ½ interest in Sumiko S. Deuter in a tract of land in the SW½SE½ 3-112-68 (See attached deeds) NOTE: In the process of having Mrs. Deuter sign a deed to Northfork Ranch LLC.

3. The real estate is encumbered by the following Bankruptcies, Mortgages, Contract For Deed, Federal, State or County Liens, Mechanics Liens and Judgments:

NONE

4. The following are the reservations, easements and exceptions on the real estate:

Reservation in United States Patent as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Statutory section line right-of-way 33 feet wide on each side of each section line, pursuant to SDCL, chapter 31-18.

Existing roads or highways not shown of record, but disclosed by inspection, over the North and West side of the land.

Transmission Line Right-of-Way Easement granted to East River Electric Power Co-operative, Inc., as set forth in instrument recorded October 24, 1951, in Book 33 Misc., Page 644.

Transmission Line Right-of-Way Easement granted to East River Electric Power Co-operative, Inc., as set forth in instrument recorded October 24, 1951, in Book 33 Misc., Page 646.

Vested Drainage Right Form recorded October 9, 1991, in Book 45 Misc., Page 579. Pertains to NW1/4 3-112-68.

Right-of-way easement granted to the Mid-Dakota Rural Water System, Inc., across and through the subject property to install and operate a rural water system, as set forth in instrument recorded November 12, 1999, in Book 49A Misc., Page 395.

Easement Agreement in favor of QWEST CORPORATION to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical facilities and gas facilities, and other appurtenances, from time to time, as Grantee may require, as set forth in instrument recorded November 1, 2001, in Book 54 Misc., Pages 25-27.

Sewer Line Easement as set forth in instrument recorded April 14, 2011 in Book 76 Misc., Pages 62-63.

Drainage Tile Easement Agreement as set forth in instrument recorded October 10, 2013 in Book 80 Misc., Pages 112-118.

Drainage Tile Easement Agreement as set forth in instrument recorded October 10, 2013 in Book 80 Misc., Pages 284-289.

Sewer Drainage Tile Easement Agreement as set forth in instrument recorded August 11, 2014 in Book 80 Misc., Pages 475-480.

Transmission Line Right-of-Way Easement granted to East River Electric Power Co-operative, Inc., as set forth in instrument recorded November 1, 2017, in Book 85 Misc., Page 134-135.

Survey recorded December 9, 2021 in Book 91 Misc, Page 384.

5. The County Tax Records indicate the following real estate taxes and special assessments for this real estate:

Taxes and assessments for 2022 a lien, not yet due or payable.

Real estate taxes for 2021 in the amount of \$4,856.42, a lien, now due and payable.

Tax Parcel ID#: 6695, 6597, 6598, 6600 (includes other land), 6821

- 6. This Report has been prepared for the confidential and exclusive use of the client named herein. This is not intended and should not be considered as any form of abstract, title guaranty, title commitment or title insurance.
- 7. The total liability of Hand County Title Company, Inc., hereunder is limited to the amount paid for this Report.

HAND COUNTY TITLE COMPANY, INC.

By Mucy Swill
Nancy Lewellen

NOTE: Coverage of this Report extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Hand County, South Dakota. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in those offices are not covered in this Report.

NOTE: The real estate described in this Report shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, Hand County Title Company, Inc., is not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.

EASEMENT

TRANSMISSION LINE

RIGHT-OF-WAY EASEMENT

File No. 32-1268

E. U. Templeman unmarried) immunitation of the control of the con	
	nsideration, the receipt whereof is hereby acknowledged, do
alled the "Comerative," whose nost office address is Sioux	OPERATIVE, INC., a cooperative corporation (hereinatter to Falls, South Dakota, and to its successors or
ssions, the perpetual right to enter upon the lands of the un	ndersigned, situated in the County of Hand
tate of South Dakota, and more particularly described as fo The Southwest Quarter (SV2) of Secti	
Hundred Twelve North (T-112-N), Rang the fifth Principal Meridian. Said t	ge Sixty Eight West (R-68-W) of
the ifth Principal Meridian. Said t	transmission line to be constructed
from east to west on or near and per the described land.	
ection	Township112_North,
ange 68 West of the 5th P. M.	on the above-described lands and/or in or upon all streets, roads
r highways abutting said lands, on electric transmission and	l/or distribution line or system, to cut and trim trees and shrub-
o endanger the operation and maintenance of said line or sy or occupancy of the line or system by any other person, associa	of said line or system, or that may interfere with or threaten ystem, and to license, permit, or otherwise agree to the joint use ation or corporation for electrification or telephone purposes.
xpense, shall remain the property of the Cooperative, remov	ities, installed on the above described lands at the Cooperative's vable at the option of the Cooperative.
The Cooperative agrees to pay to the undersigned for the completely constructed, in accordance with the following set	ne privileges herein granted, when said line or system has been hedule:
Pola set in land which is under cultivation	\$5.00 each
Dala aut in procediand	33.00 each
Pole set in swampland	\$1.00 each \$1.00 each
Pole set in permanent pasture	\$5.00 each
Com set in woodland	\$3.00 each
Con set in enemnland	31.00 each
Guy set in permanent pasture	\$1.00 each subject to cultivation at the rate of \$1.00 per pole.
Overhang where no poles or guys are set on land	the above described lands and that the said lands are free and
lear of encumbrances and liens of whatsoever character ex It is further agreed that the owner is stock or damage to crops, livestock,	s to be reimbursed for any losses of or property caused by construction,
described land.	raintenance of line on the above
described land, IN WITNESS WHEREOF, the undersigned have set the	
described land. IN WITNESS WHEREOF, the undersigned have set the	eir hands and seals this 3rd E. U. Templeman
in witness whereof, the undersigned have set the day of	eir hands and seals this 3rd
in witness whereof, the undersigned have set the lay of, 195_1	E. U. Templeman
described land. IN WITNESS WHEREOF, the undersigned have set the lay of	E. U. Templeman
described land. IN WITNESS WHEREOF, the undersigned have set the lay of	E. U. Templeman
IN WITNESS WHEREOF, the undersigned have set the lay of Kay , 195 1. Signed, sealed and delivered in the presence of: F', 1. Healey State of South Dakota, County of Lake SS.	E. U. Templeman
IN WITNESS WHEREOF, the undersigned have set the lay of	E. U. Templeman in the year1951_, before me personally appeared
IN WITNESS WHEREOF, the undersigned have set the lay of	E. U. Templeman
IN WITNESS WHEREOF, the undersigned have set the lay of Kay , 195 1. Signed, sealed and delivered in the presence of: F. 1. Healey State of South Dakota, County of Lake SS. On this ?th day of May E. U. Templeman	in the year
IN WITNESS WHEREOF, the undersigned have set the lay of Nay , 195 1. Signed, sealed and delivered in the presence of: F. L. Healey State of South Dakota, County of Lake SS. On this 7th day of May E. U. Templeman F. L. Healey), to be the pure searce of the sear	E. U. Templeman in the year
IN WITNESS WHEREOF, the undersigned have set the lay of Kay , 195 1. Signed, sealed and delivered in the presence of: F. L. Healey State of South Dakota, County of Lake SS. On this 7th day of May E. U. Templeman F. L. Healey), to be the persent and acknowledged to me that he (or they) executed the second of the second of the persent and acknowledged to me that he (or they) executed the second of t	E. U. Templeman in the year
IN WITNESS WHEREOF, the undersigned have set the lay of	E. U. Templeman E. U. Templeman in the year1951., before me personally appeared, known to me (or proved to me on the oath of erson who is described in, and who executed the within instrubes same. V. A. Horner
IN WITNESS WHEREOF, the undersigned have set the lay of	E. U. Templeman in the year1951., before me personally appeared, known to me (or proved to me on the oath of erson who is described in, and who executed the within instrubes same. V. A. Horner
IN WITNESS WHEREOF, the undersigned have set the lay of May , 195.1. Signed, sealed and delivered in the presence of: F. L. Healey State of South Dakota, County of Lake SS. On this 7th day of May E. U. Templeman F. L. Healey , to be the persent and acknowledged to me that he (or they) executed the (Ses 1) My commission expires 1/17 , 195.5	in the year
IN WITNESS WHEREOF, the undersigned have set the lay of	in the year
IN WITNESS WHEREOF, the undersigned have set the lay of May 195.1 Signed, sealed and delivered in the presence of: F. 1. Healey State of South Dakota, County of Lake SS. On this 7th day of May E. U. Templeman F. 1. Healey), to be the persent and acknowledged to me that he (or they) executed the (Ses 1) My commission expires 1/17 , 195.5 STATE OF SOUTH DAKOTA, County of STATE OF SOUTH DAKOTA, County of Second this 2/2th day of Oct	in the year
IN WITNESS WHEREOF, the undersigned have set the lay of Yeay 195.1 Signed, sealed and delivered in the presence of: F. 1. Healey State of South Dakota, County of Lake SS. On this 7th day of May E. U. Templemen F. 1. Healey), to be the perment and acknowledged to me that he (or they) executed the (Seal) My commission expires 1/17 , 195.5 STATE OF SOUTH DAKOTA, County of Filed for Record this 2/th day of Oct	in the year
IN WITNESS WHEREOF, the undersigned have set the day of	in the year1951_, before me personally appeared, known to me (or proved to me on the oath of erson who is described in, and who executed the within instrubers same. V, A, Horner
IN WITNESS WHEREOF, the undersigned have set the day of	in the year
IN WITNESS WHEREOF, the undersigned have set the day of May , 195 1. Signed, sealed and delivered in the presence of: F. 1. Healey State of South Dakota, County of Lake SS. On this 7th day of May E. U. Templeman F. 1. Healey , to be the perment and acknowledged to me that he (or they) executed the (Seal) My commission expires 1/17 , 195 5 STATE OF SOUTH DAKOTA, County of Filed for Record this 2/5th day of Oct and Recorded in Book 33% of on Page	in the year
IN WITNESS WHEREOF, the undersigned have set the lay of May , 195 1. Signed, sealed and delivered in the presence of: F. 1. Healey State of South Dakota, County of Lake SS. On this 7th day of May E. U. Templeman F. 1. Healey , to be the perment and acknowledged to me that he (or they) executed the (Seal) My commission expires 1/17 , 195 5 STATE OF SOUTH DAKOTA, County of Filed for Record this 2/5th day of Oct and Recorded in Book 33% of on Page	in the year

EASEMENT

TRANSMISSION LINE

RIGHT-OF-WAY EASEMENT

File No. 32-1268

RIGHT-OT-	WAI EASEMENT
KNOW ALL MEN BY THESE PRESENTS, that we, the	undersigned
Danforth Brothers (a partnership)	
hereby grant unto EAST RIVER ELECTRIC POWER C	consideration, the receipt whereof is hereby acknowledged, o-OPERATIVE, INC., a cooperative corporation (hereinaft
called the "Cooperative," whose post office address is	Madison South Dakota, and to its successors
assigns, the perpetual right to enter upon the lands of the State of South Dakota, and more particularly described as Quarter of the Mortheast Quarter (SWANE) Luarter (SYANE), and the Morthwest Quart Firree (Sec. 3), Township One Hundred Twe	undersigned, situated in the County of Hand follows: Lots 2, 3, and 4, and the Southwest), and the South Half of the Morthwest er of the Southeast Quarter(NW\\$SE\\$) of Sective North (T-112-K), Range Sixty Sight West.
The same of the same and the sa	•
	_, Townshipll2 North
	 on the above-described lands and/or in or upon all streets, roand/or distribution line or system, to cut and trim trees and shru
bery located within thirty feet of the center li- to endanger the operation and maintenance of said line or	ne of said line or system, or that may interfere with or threat system, and to license, permit, or otherwise agree to the joint u riation or corporation for electrification or telephone purposes.
The undersigned agree that all poles, wires and other fac	ilities, installed on the above described lands at the Cooperative
expense, shall remain the property of the Cooperative, rem	ovable at the option of the Cooperative. the privileges herein granted, when said line or system has be
completely constructed, in accordance with the following s	chedule:
	\$5.00 each \$3.00 each
	\$3.00 each
	\$1.00 each
	\$5.00 each
Guy set in woodland	\$3.00 each
	\$1.00 each
	\$1.00 each subject to cultivation at the rate of \$1.00 per pole.
IN WITNESS WHEREOF, the undersigned have set t	heir hands and seals this 29th
lay of June , 195_1	
	Danforth Brothers
	By Charles Irwing Danforth, a partner
Signed, sealed and delivered in the presence of:	
	<u> </u>
-	····
County of Yankton SS.	
County of Yankton SS.	in the year 1951 before me personally appear
County of Yankton SS. On this 29th day of June marles Trying Danforth	in the year 1951 , before me personally appear , known to me (or proved to me on the eath
County of Yankton SS. On this 29th day of June marles Trying Danforth), to be the p	erson who is described in, and who executed the within instr
County of Yankton SS. On this 29th day of June harles Irving Danforth one of the position of	erson who is described in, and who executed the within instribe same.
County of Yankton SS. On this 29th day of June marles Irving Danforth), to be the p	erson who is described in, and who executed the within instr
County of Yankton SS. On this 29th day of June marles Irwing Danforth	, known to me (or proved to me on the oatherson who is described in, and who executed the within instribe same. (Signature Illegible) Notary Public, South Dakotn.
County of Yankton SS. On this 29th day of June marles Irwing Danforth , to be the p ment and scknowledged to me that he (or they) executed f (Seal) My commission expires 3/27/, 195 th STATE OF SOUTH DAKOTA, County of	, known to me (or proved to me on the oatherson who is described in, and who executed the within instribe same. (Signature Illegible) Notary Public, South Dakota. Hand , 88.
County of Yankton SS. On this 29th day of June marles Irwing Danforth nent and scknowledged to me that he (or they) executed f (Seal) Wy commission expires 3/27/, 195 th STATE OF SOUTH DAKOTA, County of	, known to me (or proved to me on the oatherson who is described in, and who executed the within instribe same. (Signature Illegible) Notary Public, South Dakota. Hand , 88.
On this 29th day of June herles Irving Danforth ,), to be the p ment and acknowledged to me that he (or they) executed t (Seal) My commission expires 3/27/, 1954 STATE OF SOUTH DAKOTA, County of Filed for Record this 24th day of On Pa and Recorded in Book 33M of on Pa	, known to me (or proved to me on the oatherson who is described in, and who executed the within instribe same. (Signature Illegible) Notary Public, South Dakotn. Hand , ss.
County of Yankton SS. On this 29th day of June harles Irving Danforth herles Irving Danforth hert and scknowledged to me that he (or they) executed to (Seal) My commission expires 3/27/, 1954 FIATE OF SOUTH DAKOTA, County of Siled for Record this 24th day of O	, known to me (or proved to me on the oatherson who is described in, and who executed the within instribe same. (Signature Illegible) Notary Public, South Dakota. Hand , ss. Stober , 19-51, at 10 o'clock
County of Yankton SS. On this 29th day of June marles Irving Danforth ,), to be the p ment and acknowledged to me that he (or they) executed t (Seal) My commission expires 3/27/, 1954 ETATE OF SOUTH DAKOTA, County of Sind Recorded in Book 33M of on Pa	, known to me (or proved to me on the oatherson who is described in, and who executed the within instrate same. (Signature Illegible) Notary Public, South Dakotn. Hand , ss. (ctoher , 19-51, at 10 o'clock 1.1
County of Yankton SS. On this 29th day of June harles Irving Danforth ,), to be the p ment and acknowledged to me that he (or they) executed t (Seal) My commission expires 3/27/, 1954 STATE OF SOUTH DAKOTA, County of Sind Recorded in Book 33M of on Pa	, known to me (or proved to me on the oatherson who is described in, and who executed the within instribe same. (Signature Illegible) Notary Public, South Dakota. Hand , ss. Stober , 19-51, at 10 o'clock

MISCELLANEOUS RECORD No. 45

HAND COUNTY, SOUTH DAKOTA

VESTED DRAINAGE RIGHT FORM

Claimant of Vested Drainage Right: East River Electric Power Cooperative, Inc., 121 Southeast First Street, P.O. Drawer E, Madison, South Dakota 57042.

A. State the legal description of the land from which the water is drained: 300' x 300' tract of Sec. 3, Twp. 112, Rg. 68 in the County of Hand in the Southwest Corner SWANWA.

B. State the legal description of the land onto which the water is drained:

NWA of Sec. 3, Twp. 112 Rg. 68 in the County of Hand.

The man made modifications consist of _______ See Attached Drawing.

The man made modifications consist of See Attached Drawing.
State the general course and direction of the water flow by means of the drainage

State the general course and direction of the water flow by means of the dialnage ditch: See Attached Drawing.

State the general course and direction of the natural flow: Same as section 4.

State any facts you believe relevant to the vested drainage rights: Surface water from substation site drains according to attached drawing.

The claimed drainage right has existed since: 8/21/1951.

Dated this 4th day of June, 1991.

Daryl

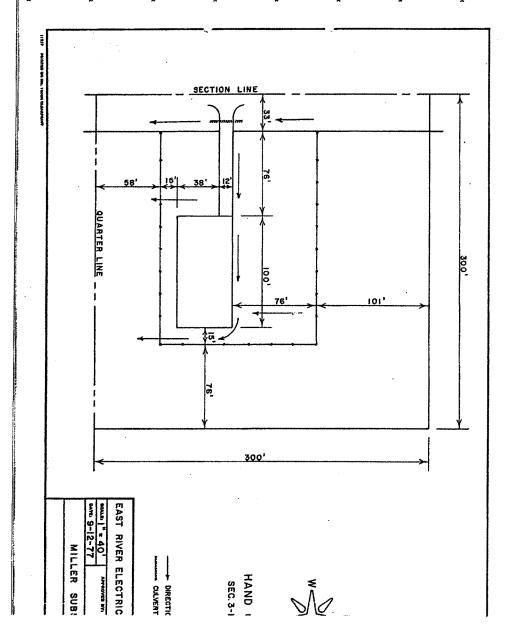
Daryl E. Thorson Manager, Engineering Services Do

State of South Dakota, County of Lake
On this 4th day of June, 1991, before me, Jerry Morgan, the undersigned officer, personally appeared Daryl E. Thorson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Jerry Morgan Notary Public

My commission expires February 20, 1998
My commission expires February 20, 1998
STATE OF SOUTH DAKOTA, COUNTY OF HAND
Filed for record this 9th day of October A.D. 1991 at 2 o'clock P.M., and recorded in Book 45 of Misc., page 579.
(Seal) Darlene Droz, Register of Deeds



PREPARED BY:

MID-DAKOTA RURAL WATER SYSTEM, INC. 608 WEST 14TH STREET • P.O. BOX 318, MILLER, SD 57362-0318 Phone: (605) 853-3159 RIGHT-OF-WAY EASEMENT

5-608

In consideration of One Dollar (\$ GRANTEE, to Tom Peter ment dated March	1,00) and other good and valuable crka as Trustee of	onsideration paid by Mid-Dakota Rural Water System, Inc., hereafter referred to as the Howard J. Peterka Revocable Trust Agr tee of the Marilyn A. Peterka Revocable T
ART CEINED CALLED THE REPORT OF THE REPORT O	YAFCH 1950 10A, the receipt and sufficiency of woods hereby grant, bargain, sell, transigh the land of the GRANTOR, situate the land of the GRANTOR, situate the land of the GRANTOR, situate the land of the GRANTOR.	hich is hereby acknowledged by the GRANTOR, the GRANTOR, for GRANTOR's lifer, and convey unto the GRANTEE and its successors and assigns a perpetua d in
·	ation of a rural water system, said lan 2 and 3 and the SW 3	d being described as follows: of NE½ of Sec. 3 except Jennings Outlot
		C, Evergreen Acres, in Sec. 3 of T112N
R68W.		
The easement shall be thirty (30) f	eet in width, the center line of which is	INTOR, his heirs, successors and assigns for the purposes of this easement. described as follows: Fifteen (15) feet on each side of the center line of the pipeline 5) feet inside of the fence line which fence line is the boundary of the property of the
reason of the installation, operatio	n, and maintenance of the structures the easement in good repair so that no	or any damages to the land of the GRANTOR, his heirs, successors, and assigns by or improvements referred to herein including, but not limited to loss of income. The unreasonable damage will result from its use to the adjacent land of the GRANTOR,
The grant and other provisions of assigns.	this easement shall constitute a co-	renant running with the land for the benefit of the GRANTEE, its successors and
		Tom Peterka, Trustee
STATE OF SOUTH DAKOTA))ss j	
On this the 13th day	of November	1999 before me,the undersigned officer, personally appeared
he above signed		, known to me or satisfactorily proven to be the person whose name@pare J. Peterka Revocable Trust Agreement date
om Peterka, Trus March 25, 1989 an	tee of the Howard d Trustee of the M	J. Peterka Revocable Trust Agreement dato arilyn A. Peterka Revocable Trust Agreemo
lated March 25, 1		,
ubscribed to the within instrumen	t and acknowledge thathee	recuted the same for the purpose therein contained.
n witness whereof I hereunto set r	ny hand and official seal.	De Sulund
	SEAL	Ronnie Peck
		Marie 30 2004
led for record	AKOTA, COUNTY OF this 12th day o	

54 Mise - page 25.27

STATE OF SOUTH DAKUTA
COUNTY OF HAND
FREE for record this
of Market And D. 20 24 at
10 o'clock A.M. and recorded
in book 54 of Market page 25.27.

Market Allow Register of Deeds
By Deputy

Free \$ 14.00 Park



RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The Instrument Drafted By: Qwest Corporation 1801 California St. Suite 5200 Denver, CO 80202

The undersigned ("Grantor") for and in consideration of <u>one dollar (\$1.00)</u> and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical facilities and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of <u>Hand</u>, State of South Dakota, which the Grantor owns or in which Grantor has an interest to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Granter for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

R/W# 2001 262045D

CHRECONSCICRCTORQUESTOR WINDOW, QUIEST DOC

Dans 1 af 7

* *** *

My Commission Expires

14cm 10, 2006

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the

R/W #	2001 26204515	Job #	12TA73	1		-	
Exchange	Miller	County _	H	and			
1/4 Sectio	n <u>NE & SE</u> Section	3	_ Township _	112	Range	68	

COMPRIORS LESIS OF QUANTITIES BELLY, QUART FOC

Notary Public

My commission expires:

Exhibit "A"

This description prepared by:
Ulteig Engineers, Inc.
1500 S. Sycamore Avenue
Sioux Falls, South Dakota (605) 332-0633

Land Description: Government Lots 2 and 3 and the Southwest Quarter of the NX
Northeast Quarter of Section 3 except Jennings8 Outlots 1 and 2
and Outlots A. B. And C. Evergreen Acres, and all in Section 3,
Township 112, Range 68 West of the 5th P.M. AND The
Northwest Quarter of the Southeast Quarter, except the South 310 feet
of the Northfork Outlot in Section 3, Township 112 N, Range 68 W.,
of the 5th P.M.

Easement Description: A Strip of Land 10 feet wide with the center line of said Strip being parallel with and 90 feet West of the center line of South Dakota State Highway 45, commencing from the property line with Norkhfork Outlot, thence Southerly for a distance of 450 feet more or less, IMMEN thence Easterly at a right angle for a distance of 25 feet and there terminating.

Dans 2 -5 2

THE PARTY OF THE P

Prepared by: Jerry Peterka 2009 North Broadway Miller, SD 57362 605-853-3326



I certify the within instrument was filed for record
Doc: 201104113 Book: 76 MISC Page: 62-63
Hand County, SD Rec Fee: \$12.00 Trans Fee: \$0.00
Recorded and Filed 4/14/2011 at 2:41 PM File #
Shells Coss, Register of Deeds Abela Coss
By Deputy

Sewer Line Easement

We, Glenn W. Walberg, Jr. and Susan M. Walberg, husband and wife, of 510 1st Avenue West, Miller, County of Hand, State of South Dakota, in consideration of One Dollar (\$1.00), receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing, and maintaining a certain sewer line an hereinafter described, do hereby convey and release to Howard J. Peterka Revocable Trust Agreement dated 3-28-1989 and Marilyn A. Peterka Family Trust dated 3-8-1998 of Miller, County of Hand, State of South Dakota, an easement and right-of-way for a certain draining hereinafter more particularly designated and described, under and across lands owned by us and situated in the County of Hand, State of South Dakota, and more particularly described as follows:

Jena Outlot 1 - A part of the East Half (E-1/2) of Section Three (3), Township One Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5th P.M.

The right-of-way hereby conveyed and released is for the sole purpose of locating, establishing, constructing, and maintaining under and across the above described land a certain sewer line.

The route and course of the sewer line is from the property owned by Howard J. Peterka Revocable Trust Agreement dated 3-28-1989 and Marilyn Peterka Family Trust dated 3-8-1998 which is described as follows:

The Northwest Quarter of the Southeast Quarter (NW-1/4 SE-1/4) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5th P.M., County of Hand, State of South Dakota

Said property is located just south of grantor's property described herein.

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of the sewer line.

We grant and convey to Howard J. Peterka Revocable Trust agreement dated 3-28-1989 and Marilyn A. Peterka Family Trust dated 3-8-1998 five feet (5') on each side of the center line of such sewer line for the maintenance thereof; and an easement in such lands for the uses and purposes of drainage, together with such rights of entry upon, passage over, deposit of excavated earth, and storage of material and equipment on such area as may be necessary or useful for the maintenance cleaning out, and repair of such sewer line.

We release Howard J. Peterka Revocable Trust agreement dated 3-28-1989 and Marilyn A. Peterka Family Trust dated 3-8-1998 from any and all claims for damages arising in any way or incident to the maintenance of the sewer line under the described land.

In witness whereof, we have set our hands this	14/11 day of April , 2011.
<u></u>	Hem De Walle ffe.
	Deun n Walber
State of South Dakota)	
.ss County of Hand)	
'.M	e within instrument and acknowledged
In witness whereof, I have hereunto set my hand a	and official seal.
	Lancy Leweller
My commission expires: 9-2-2014	Nancy Lewellen
STATE OF A	

Prepared by: Gregory G. Rediger Attorney at Law 117 East Third Street P.O. Box 12 Miller, South Dakota 57362 (605) 853-2125



I certify the within instrument was filed for record Doc: 201400205 Book: 80 MISC Page: 284-289 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00 Recorded and Filed 3/19/2014 at 9:45 AM File # DeAnn Hargens, Register of Deeds

By Tomosom Horumason

, Deputy

DRAINAGE TILE EASEMENT AGREEMENT

WHEREAS, Grantee desires to acquire an easement for the purpose of the installation and maintenance of a drainage tile and appurtenant drainage facilities on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted Grantee does hereby covenant and agree as follows:

Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, and agents, an easement under and through the Easement Property, for the purpose of the installation and maintenance of drainage tile and appurtenant drainage from Grantee's land to the Easement Property. Grantee shall also have the specific rights of ingress and egress, consistent with this tile pipe and appurtenant drainage consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to maintenance of the Easement Property such as trees and rocks. Grantee further agrees all construction, reconstruction, installation, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

- 2. <u>Unencumbered Title</u>. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.
- 3. <u>Operations and Maintenance</u>. The installation, operation and maintenance of the drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.
- 4. <u>Grantor Defined.</u> The word "Grantor" as used herein, whenever the context requires or permits, shall include the successors, grantees and assigns of the owner of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easement and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.
- 5. <u>Covenants of Grantee</u>. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assign, as follows:
- a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
- b. Grantee hereby acknowledges and agrees that Grantee has the appropriate permits and authorization from the county, state, and federal agencies for the installation and maintenance of drainage tile on their property and the described Easement Property.
- c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other adjoining lands owned by Grantor or Grantee.
- 6. <u>Retained Rights</u>. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. Grantee hereby agrees not to hold Grantor liable for any drainage damage to Grantee's land that may have occurred in the past and in the future.
- c. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- d. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR:

CITY OF MILLER

BY: ////O

ATTEST:

Shevia Coss, Finance Officer

GRANTEE:

NORTHFORK RANCH

BY: Xu felile

STATE OF SOUTH DAKOTA)
COUNTY OF HAND) ss.)
officer, personally appeared Rona or satisfactorily proven to be the p	day of March, 2014, before me, the undersigned ald Blachford, as Mayor of City of Miller, known to me person whose name is subscribed to the within at he executed the same for the purpose therein
IN WITNESS WH	IEREOF, I hereunto set my hand and official seal.

My Commission Expires: 1 -9-18
(SEAL)

STATE OF SOUTH DAKOTA
) ss.

COUNTY OF HAND

SUBLICATION DAKES

On this the 18 day of March, 2014, before me, the undersigned officer, personally appeared Jerry Peterka, as Managing Partner of Northfork Ranch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

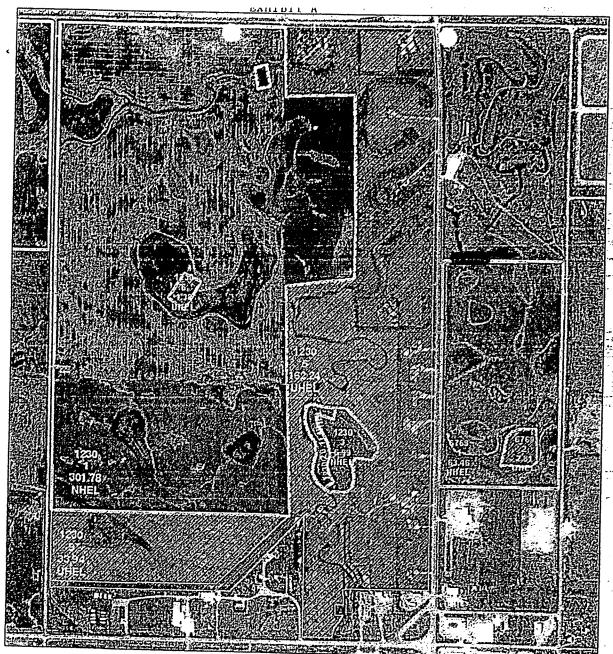
My Commission Expires: /- 9-14 (SEAL)



-4.

EXHIBIT A-1

Easement Property shall consist of the ditch between the east side of Lot 1 and Grantor's road that abuts the east side of Lot 1 of Section 3 in Township 112 North, Range 68, West of the 5th P.M., County of Hand, State of South Dakota; as shown in Exhibit A-2 hereto attached and shaded in orange.



United States Department of Agriculture Farm Service Agency

January 18, 2012

Lot 1 PLSS: 3_112N_68W Farm: 4997

Hand County, SD 1:9,400

Disclaimer: Wetland identifiers do not represent the size, thape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS

Prepared by: Gregory G. Rediger Attorney at Law 117 East Third Street P.O. Box 12 Miller, South Dakota 57362 (605) 853-2125



I certify the within instrument was filed for record
Doc: 201307115 Book: 80 MISC Page: 112-118
Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Recorded and Filed 10/10/2013 at 1:45 PM File #
DeAnn Hargens, Register of Deeds
By Taletan Kock Deputy

DRAINAGE TILE EASEMENT AGREEMENT

THIS DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this ______ day of Scottember, 2013, by Miller Golf Club of 2808 North Broadway Avenue, PO Box 111, Miller, South Dakota, 57362 and City of Miller, a municipal corporation, of 120 West Second Street, Miller, South Dakota, 57362 (herein called Grantors), and Northfork Ranch of 1901 N Broadway Avenue, Miller, South Dakota 57362 (herein called Grantee).

WHEREAS, Grantee desires to acquire an easement for the purpose of the installation and maintenance of a drainage tile and appurtenant drainage facilities on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantors are willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantors, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted Grantee does hereby covenant and agree as follows:

Grant of Easement. Grantors do hereby grant and convey unto Grantee, its successors, assigns, lessees, and agents, an easement under and through the Easement Property, for the purpose of the installation and maintenance of drainage tile and appurtenant drainage from Grantee's land to the Easement Property. Grantee shall also have the specific rights of ingress and egress, consistent with this tile pipe and appurtenant drainage consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to maintenance of the Easement Property such as trees and rocks. Grantee further agrees all construction, reconstruction, installation, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantors so as to minimize any disruption to Grantors' property.

- 2. <u>Unencumbered Title</u>. Grantors warrant that the Easement Property granted herein is granted free and clear of all liens and encumbrances.
- 3. Operations and Maintenance. The installation, operation and maintenance of the drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantors acknowledge and agree that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.
- 4. <u>Grantors Defined.</u> The word "Grantors" as used herein, whenever the context requires or permits. shall include the successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easement and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.
- 5. <u>Covenants of Grantee</u>. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assign, as follows:
- a. Grantee shall protect the Easement Property, and the adjacent lands of Grantors over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
- b. Grantee hereby acknowledges and agrees that Grantee has the appropriate permits and authorization from the county, state, and federal agencies for the installation and maintenance of drainage tile on their property and the described Easement Property.
- c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response. Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other adjoining lands owned by Grantors or Grantee.
- 6. <u>Retained Rights</u>. Grantors shall have all rights to the Easement Property not granted hereby.

7. <u>Miscellaneous.</u>

ATTEST:

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTORS:

MILLER GOLF CLUB

Itc Precident

CITY OF MILLER

Its Mayor

GRANTEE:

NORTHFORK RANCH

ט	Y: ENERTO
b	Je Member
STATE OF SOUTH DAKOTA)	
COUNTY OF HAND) ss.	
On this the day of Septe officer, personally appeared Gerry R. Hunter, a me or satisfactorily proven to be the person wh instrument and acknowledged that he executed contained.	ember, 2013, before me, the undersigned as President of Miller Golf Club, known to lose name is subscribed to the within
IN WITNESS WHEREOF, I he	reunto set my hand and official seal.
SHEILA COSS NOTATY PUBLIC SEAL SOUTH PAROTA NY DIMMISSION EXPUTES: (SEAL)	otary Public
STATE OF SOUTH DAKOTA)) ss. COUNTY OF HAND)	
	name is subscribed to the within
IN WITNESS WHEREOF, I he	reunto set my hand and official seal.
SHEILA COSS NOTARY PUBLIC BEAL SOUTH DAKOTA N	Skala Con Jolary Public
My Commission Expires: (SEAL)	

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF HAND)
On this the Bth	day of September, 2013, before me, the undersigned
officer, personally appeared Jerry	Peterka, as Its Member of Northfork
Ranch, known to me or satisfactor	orily proven to be the person whose name is subscribe
to the within instrument and acknowledge	nowledged that he executed the same for the purpose

therein contained.

Consimilarion Expires: 4 26 2016

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

-5-

EXHIBIT A-1

Easement Property shall consist of the South 100 feet in the southwest corner of Lot 1 of Section 3 in Township 112 North, Range 68, West of the 5th P.M., County of Hand, State of South Dakota; as shown in Exhibit A-2 hereto attached and shaded in red.

: 1

United States Department of Agriculture Farm Service Agency

January 18, 2012

Hand County, SD

Disclaine: Wetshiel laberaters on hat regressing the state shape or appeal to obtain hatton of the oresi.

Reset to your original determination (CPA-OSS and ettached maps) for sand wetland boundaries and otterminations, or contact NRCS.

Prepared by: Jerry Peterka 2009 North Broadway Ave. Miller, SD 57362 605-853-3326



1 certify the within instrument was filed for record Doc: 201400636 Book: 80 MISC Page: 475-480 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00 Recorded and Filed 8/11/2014 at 1:45 PM File #

DeAnn Hargens, Register of Deeds_

_, Deputy

Sewer Drainage Tile Easement Agreement

THIS SEWER DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement') is dated this day of August, 2014, by Northfork Ranch, LLC of 1901 North Broadway Avenue, Miller, South Dakota 57362 (herein called Grantors), and Jerry and Honi Ann Peterka of 2009 North Broadway Avenue, Miller, South Dakota 57362 (herein called Grantee).

WHEREAS, Grantee desires to acquire an easement for the purpose of the installation and maintenance of a sewer drainage tile and appurtenant drainage facilities on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantors are willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantors, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted Grantee does hereby covenant and agree as follows:

- 1. Grant of Easement. Grantors do hereby grant and convey unto Grantee, its successors, assigns, lessees, and agents, and easement under and through the Easement Property, for the purpose of the installation and maintenance of drainage tile and appurtenant drainage for Grantee's land to the Easement Property. Grantee shall also have the specific rights of ingress and egress, consistent with this tile pipe and appurtenant drainage consistent with the easement provided herein. Subject to the other terms and conditions of the Easement Agreement, Grantee shall also have the right to remove impediments to maintenance of the Easement Property such as trees and rocks. Grantee further agrees all construction, reconstruction, installation, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantors so as to minimize any disruption to Grantors' property.
- <u>Unencumbered Title</u>. Grantors warrant that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

- 3. Operations and Maintenance. The installation, operation and maintenance of the drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantors acknowledge and agree that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.
- 4. <u>Grantors Defined</u>. The word "Grantors" as used herein, whenever the context requires or permits, shall include the successors, grantees and assigns of thee owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easement and said land. Notwithstanding any contrary provision in the Easement Agreement, however, and obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.
- 5. <u>Covenants of Grantee</u>. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assign, as follows:
 - a. Grantee shall protect the Easement Property, and the adjacent lands of Grantors over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
 - b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances,. As defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement property or any other adjoining lands owned by Grantors or Grantee.
- 6. Retained Rights. Grantors shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTORS:

NORTHFORK RANCH, LLC

-

Its Member

GRANTEE:

Jerry Peterka

Honi Ann Peterka

STATE OF SOUTH DAKOTA

cc

4-2014

COUNTY OF HAND

On this the day of August, 2014, before me, the undersigned officer, personally appeared Tom Peterka, as Its Member of Northfork Ranch, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF HAND	1

On this the day of August, 2014, before me, the undersigned officer, personally appeared Jerry Peterka and Honi Ann Peterka, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Nota

EXHIBIT A-1

Land Description:

Lot 5 of Peterka's Outlots in the East Half of Section 3 Township 112 North, Range 68 West of the 5th P.M., County of Hand, State of South Dakota.

Easement Description: A Strip of land 500 feet West of Lot 5 of Peterka's Outlots in the East Half of

Section 3 Township 112 North, Range 68 West of the 5th P.M., County of Hand,

State of South Dakota.

as shown in Exhibit A-2 hereto attached and shaded in orange.



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

I certify the within instrument was filed for record Doc: 201704031 Book: 85 MISC Page: 134-135 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00 Recorded and Filed 11/1/2017 at 12:05 PM File # Suzy Wernsmann, Register of Deeds

By Macia J. M. Stange , Deputy

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Northfork Ranch, LLC, Grantors, 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 Northwest Quarter (NW¼) of Section Three (3), Township One Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5th P.M., Hand County, South Dakota, EXCEPT Jennings' Outlot 2; and EXCEPT a tract of land 300 feet square in the Southwest corner of the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of said Section 3. and

The North Half of the Southwest Quarter (N½SW½)of Section Three (3) Township One Hundred Twelve (112) North, Range Sixty-eight (68)), West of the 5th P.M., Hand 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:

Page 1	of 2	Ease No).

The West Thirty Feet (W30') 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:

Four Thousand Five Hundred Dollars (\$4,500.00)

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

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this day of
A)E
Northfork Ranch, LLC
Tom Peterka, Member/Registered Agent
State of South DAKOTA)
)SS
State of $\frac{\text{South D_HCo7+}}{\text{Sounty of }}$)SS
On this day of SEPTEMBEK, 20, before me personally appeared Tom Peterka, who acknowledged himself/herself to be the
personally appeared Tom Peterka , who acknowledged himself/herself to be the
Member/Registered Agent of Northfork Ranch, LLC , a Limited Liability Company,
and that he/she, as such <u>Member/Registered Agent</u> , being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by signing the name of
the Limited Liability Company by himself/herself as Member/Registered Agent .
1614 O & Ha
My commission expires
Notary Public, State of Makout

& ANTHONY I ENGLEPT &

PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 3

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc.

111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To:

Advantage Land Company

517 6th Street

Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

2. The land referred to is located in the County of Hand, State of South Dakota and is described as follows:

The SE¼NE¼, EXCEPT Lots H1 and H2, in Section 3, Township 112 North, Range 68.

and

The NE'/SE'/4, EXCEPT Lot A and EXCEPT B.W. Scherr DBA Scherr Imp., Inc., Subdivision and EXCEPT Lots H1 and H2, in Section 3, Township 112 North, Range 68.

3. The real estate is encumbered by the following Bankruptcies, Mortgages, Contract For Deed, Federal, State or County Liens, Mechanics Liens and Judgments:

NONE

4. The following are the reservations, easements and exceptions on the real estate:

Reservation in United States Patent as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Statutory section line right-of-way 33 feet wide on each side of each section line, pursuant to SDCL, chapter 31-18.

Transmission Line Right-of-Way Easement granted to East River Electric Power Co-operative, Inc., as set forth in instrument recorded October 24, 1951, in Book 33 Misc., Page 645.

Reservation of one-half interest in any oil and materials thereon, as set forth in Warranty Deed recorded April 24, 1967, in Book 106 Deeds, page 75. Mineral interest not further shown.

Reservation of one-half interest in mineral gas & oil rights as set forth in Warranty Deed recorded June 27, 1974, in Book 106 Misc., page 422. Mineral interest not further shown.

Right-of-way easement granted to the Mid-Dakota Rural Water System, Inc., across and through the subject property to install and operate a rural water system, as set forth in instrument recorded May 7, 1999, in Book 49 Misc., Page 211.

Drainage Tile Easement Agreement as set forth in instrument recorded October 10, 2013 in Book 80 Misc., Pages 112-118.

Drainage Tile Easement Agreement as set forth in instrument recorded October 10, 2013 in Book 80 Misc., Pages 284-289.

Survey recorded December 9, 2021 in Book 91 Misc, Page 384.

5. The County Tax Records indicate the following real estate taxes and special assessments for this real estate:

Taxes and assessments for 2022 a lien, not yet due or payable.

Real estate taxes for 2021 in the amount of \$757.84, a lien, now due and payable. Pertains to Tract 4 and other land.

Tax Parcel ID#: 6596 & 6599

- 6. This Report has been prepared for the confidential and exclusive use of the client named herein. This is not intended and should not be considered as any form of abstract, title guaranty, title commitment or title insurance.
- 7. The total liability of Hand County Title Company, Inc., hereunder is limited to the amount paid for this Report.

HAND COUNTY TITLE COMPANY, INC.

By Mancy Lewellen

Nancy Lewellen

NOTE: Coverage of this Report extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Hand County, South Dakota. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in those offices are not covered in this Report.

NOTE: The real estate described in this Report shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, Hand County Title Company, Inc., is not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.

EASEMENT

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

File No. 32-1268

KNOW ALL MEN BY THESE PRESENTS, that we,	the undersigned	
A. B. Cahalan and Alice C. Cahalan		· · · · · · · · · · · · · · · · · · ·
(assume trief); (husband and wife) for a good and valua hereby grant unto EAST RIVER ELECTRIC POWE	R CO-OPERATIVE, INC., a cooperative	corporation (hereinafte
called the "Cooperative," whose post office address is!	Madison , South Dakot	a, and to its successors o
assigns, the perpetual right to enter upon the lands of t State of South Dakota, and more particularly described	as follows:	
The East Helf of the Southeast Que the Northeast Quarter (SEINE) of Hundred Twelve North (T-112-N), Re	arter (EgSE1), and the South Section Three (Sec. 3), Tow ange Sixty Eight West (A-68-	east Quarter of nahip One
rii in Frincipal meridian.	_	,
Section3	, Township 112 North	
Range 56 West of the 5th P. M. and to construct, reconstruct, repair, operate and maini or highways abutting said lands, on electric transmissio	tain on the shove-described lands and (on it	n or upon all streets, road t and trim trees and shrub
bery located within thirty feet of the center to endanger the operation and maintenance of said line or occupancy of the line or system by any other person, a	r line of said line or system, or that may	interfere with or threater
The undersigned agree that all poles, wires and other expense, shall remain the property of the Cooperative, 1	facilities, installed on the above described removable at the option of the Cooperativ	lands at the Cooperative's
The Cooperative agrees to pay to the undersigned is completely constructed, in accordance with the following	for the privileges herein granted, when sa ig schedule:	id line or system has been
Pole set in land which is under cultivation _		\$5.00 each
Pole set in woodland Pole set in swampland		#1 00 anala
rose set in dermanent pasture		er an anal
Guy set in land subject to cultivation		85 GG seeh
Guy set in woodland Guy set in swampland	***************************************	\$3.00 each
Guy set in permanent pasture		et on analy
Overhang where no poles or guys are set on l	and subject to cultivation at the rate of !	1.00 per pole.
IN WITNESS WHEREOF, the undersigned have se	et their hands and seals this 2	nđ ·
	A. B. Cahalan	
	Alice C. Cehalan	
Signed, sealed and delivered in the presence of:		
F. L. Healey		
		
Shale and the state of the stat		
State of South Dakota,		
County of Hand SS.		
County of Hand SS. On this 4th day of May A B Cahalan and Alice C Cahalan	in the year1951, before	me personally appeared
County of Hand SS. On this 4th day of May E. B. Cahalan and Alice C. Cahalan F. L. Healey	in the year 1951, before , known to me (or pro	me personally appeared
County of Hand SS. On this 4th day of May	in the year 1951, before how to me (or prospersion who is described in, and who exel the same.	me personally appeared
County of Hand S8. On this 4th day of May E. B. Canalan and Alice C. Canalan F. I. Healey), to be the ment and acknowledged to me that he (or they) executed (Seal)	in the year1951_, before, known to me (or properson who is described in, and who exe it he same.	me personally appeared
County of Hand SS. On this 4th day of May E. B. Cohalan and Alice C. Cahalan F. L. Healey), to be the ment and acknowledged to me that he (or they) executed (Scal) My commission expires January 17 , 199	in the year 1951, before , known to me (or pro person who is described in, and who exe the same. V. O. Horner Notary Pr	me personally appeared ved to me on the oath of cuted the within instru- ublic, South Dakota.
County of Hand SS. On this 4th day of May E. B. Cahalan and Alice C. Cahalan F. L. Healey), to be the ment and acknowledged to me that he (or they) executed (Seal) My commission expires January 17 , 198 STATE OF SOUTH DAKOTA, County of Ha	in the year 1951, before , known to me (or pro proson who is described in, and who exe is the same. V. O. Horner Notary Proson to the same in the same is the same in the same is the sam	me personally appeared ved to me on the oath of ecuted the within instru- iblic, South Dakota.
County of Hand SS. On this 4th day of May E. B. Cohalan and Alice C. Cahalan F. L. Healey), to be the ment and acknowledged to me that he (or they) executed (Scal) My commission expires January 17 , 199	in the year 1951, before , known to me (or pro person who is described in, and who exe is the same. V. O. Horner Notary Property 1951, etc.	me personally appeared ved to me on the oath of ecuted the within instru- iblic, South Dakota.
County of Hand SS. On this 4th day of May E. B. Cahalan and Alice C. Cahalan F. L. Healey), to be the ment and acknowledged to me that he (or they) executed (Seal) My commission expires January 17 , 191 STATE OF SOUTH DAKOTA, County of Harman State of Secretary of S	in the year 1951, before how to me (or prospersion who is described in, and who exert it has a me. V. O. Horner Notary Prospersion with the same. October 1951, at 1964	me personally appeared ved to me on the oath of ecuted the within instru- ublic, South Dakota.
County of Hand SS. On this 4th day of May E. B. Cahalan and Alice C. Cahalan F. I. Healey), to be the ment and acknowledged to me that he (or they) executed (Seal) My commission expires January 17 , 198 STATE OF SOUTH DAKOTA, County of Har Filed for Record this 24th day of	in the year 1951, before , known to me (or pro person who is described in, and who exe is the same. V. O. Horner Notary Property 1951, etc.	me personally appeared ved to me on the oath of secuted the within instrublic, South Dakota.
County of Hand SS. On this 4th day of May E. B. Cahalan and Alice C. Cahalan F. I. Healey), to be the ment and acknowledged to me that he (or they) executed (Seal) My commission expires January 17 , 198 STATE OF SOUTH DAKOTA, County of Har Filed for Record this 24th day of	in the year 1951, before , known to me (or pro person who is described in, and who exe it the same. V. O. Horner Notary Pro 104 105 44 106 54 107 108 55 109 51, at 197 109 645 Martha L. Tamblyn	me personally appeared ved to me on the oath of scuted the within instrublic, South Dakota. 10 o'clock A. M. Register of Deeds.
County of Hand SS. On this 4th day of May E. B. Cahalan and Alice C. Cahalan F. I. Healey), to be the ment and acknowledged to me that he (or they) executed (Seal) My commission expires January 17 , 198 STATE OF SOUTH DAKOTA, County of Har Filed for Record this 24th day of	in the year 1951, before how to me (or prospersion who is described in, and who exert it has a me. V. O. Horner Notary Prospersion with the same. October 1951, at 1964	me personally appeared ved to me on the oath of scuted the within instrublic, South Dakota. 10 o'clock A. M. Register of Deeds.

Prepared by: Gregory G. Rediger Attorney at Law 117 East Third Street P.O. Box 12 Miller. South Dakota 57362 (605) 853-2125



I certify the within instrument was filed for record
Doc: 201307115 Book: 80 MISC Page: 112-118
Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Recorded and Filed 10/10/2013 at 1:45 PM File #
DeAnn Hargens, Register of Deeds

By 12 124 1 Fock , Deputy

DRAINAGE TILE EASEMENT AGREEMENT

THIS DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this ______ day of September, 2013, by Miller Golf Club of 2808 North Broadway Avenue, PO Box 111, Miller, South Dakota, 57362 and City of Miller, a municipal corporation, of 120 West Second Street, Miller, South Dakota, 57362 (herein called Grantors), and Northfork Ranch of 1901 N Broadway Avenue, Miller, South Dakota 57362 (herein called Grantee).

WHEREAS, Grantee desires to acquire an easement for the purpose of the installation and maintenance of a drainage tile and appurtenant drainage facilities on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantors are willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantors, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted Grantee does hereby covenant and agree as follows:

Grant of Easement. Grantors do hereby grant and convey unto Grantee, its successors, assigns, lessees, and agents, an easement under and through the Easement Property, for the purpose of the installation and maintenance of drainage tile and appurtenant drainage from Grantee's land to the Easement Property. Grantee shall also have the specific rights of ingress and egress, consistent with this tile pipe and appurtenant drainage consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to maintenance of the Easement Property such as trees and rocks. Grantee further agrees all construction, reconstruction, installation, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantors so as to minimize any disruption to Grantors' property.

- 2. <u>Unencumbered Title</u>. Grantors warrant that the Easement Property granted herein is granted free and clear of all liens and encumbrances.
- 3. Operations and Maintenance. The installation, operation and maintenance of the drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantors acknowledge and agree that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.
- 4. <u>Grantors Defined</u>. The word "Grantors" as used herein, whenever the context requires or permits, shall include the successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easement and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.
- 5. <u>Covenants of Grantee</u>. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assign, as follows:
- a. Grantee shall protect the Easement Property, and the adjacent lands of Grantors over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
- b. Grantee hereby acknowledges and agrees that Grantee has the appropriate permits and authorization from the county, state, and federal agencies for the installation and maintenance of drainage tile on their property and the described Easement Property.
- c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response. Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other adjoining lands owned by Grantors or Grantee.
- 6. <u>Retained Rights</u>. Grantors shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

ATTEST:

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTORS:

MILLER GOLF CLUB

Ite Precident

CITY OF MILLER

Its Mayor

GRANTEE:

NORTHFORK RANCH

BY:
JE - O Montas
STATE OF SOUTH DAKOTA)
COUNTY OF HAND)
On this the day of September, 2013, before me, the undersigned officer, personally appeared Gerry R. Hunter, as President of Miller Golf Club, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.
IN WITNESS WHEREOF, I hercunto set my hand and official seal.
SHEILA COSS NOTARY PUBLIC BEAL NOTARY PUBLIC BEAL NOTARY PUBLIC SEAL NOTARY PUBLIC
STATE OF SOUTH DAKOTA)) ss. COUNTY OF HAND)
On this the
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
SHEILA COSS NOTARY PUBLIC SOUTH DAKOTA SOUTH DAKOTA Nolary Public
My Commission Expires: (SEAL)

STATE OF SOUTH DAKOTA)	
)	SS
COUNTY OF HAND	•	

orimission Expires: 4 26-2016

On this the Athan day of September, 2013, before me, the undersigned officer, personally appeared Jerry Peterka, as The Member of Northfork Ranch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

EXHIBIT A-1

Easement Property shall consist of the South 100 feet in the southwest corner of Lot 1 of Section 3 in Township 112 North, Range 68, West of the 5th P.M., County of Hand, State of South Dakota; as shown in Exhibit A-2 hereto attached and shaded in red.

United States Department of Agriculture Farm Service Agency

Hand County, SD

January 16, 2012

PLSS: 3_112N_68W Ferm: 4997

Discharier: Wettand low'states do not represent the state chape or specific determination of the wreat Reter to your original determination (CPA-0.75 and attached maps) for east wetland boundaries and determinations, or contact NRCS?

Prepared by: Gregory G. Rediger Attorney at Law 117 East Third Street P.O. Box 12 Miller, South Dakota 57362 (605) 853-2125



I certify the within instrument was filed for record
Doc: 201400205 Book: 80 MISC Page: 284-289
Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Recorded and Filed 3/19/2014 at 9:45 AM File #
DeAnn Hargens, Register of Deeds

DRAINAGE TILE EASEMENT AGREEMENT

THIS DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _______ day of March, 2014, by City of Miller, a municipal corporation, of 120 West Second Street, Miller, South Dakota, 57362 (herein called Grantor), and Northfork Ranch of 1901 N Broadway Avenue, Miller, South Dakota 57362 (herein called Grantee).

WHEREAS, Grantee desires to acquire an easement for the purpose of the installation and maintenance of a drainage tile and appurtenant drainage facilities on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, and agents, an easement under and through the Easement Property, for the purpose of the installation and maintenance of drainage tile and appurtenant drainage from Grantee's land to the Easement Property. Grantee shall also have the specific rights of ingress and egress, consistent with this tile pipe and appurtenant drainage consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to maintenance of the Easement Property such as trees and rocks. Grantee further agrees all construction, reconstruction, installation, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

- 2. <u>Unencumbered Title.</u> Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.
- 3. <u>Operations and Maintenance</u>. The installation, operation and maintenance of the drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.
- 4. <u>Grantor Defined.</u> The word "Grantor" as used herein, whenever the context requires or permits, shall include the successors, grantees and assigns of the owner of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easement and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.
- 5. <u>Covenants of Grantee</u>. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assign, as follows:
- a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
- b. Grantee hereby acknowledges and agrees that Grantee has the appropriate permits and authorization from the county, state, and federal agencies for the installation and maintenance of drainage tile on their property and the described Easement Property.
- c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other adjoining lands owned by Grantor or Grantee.
- 6. <u>Retained Rights</u>. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. Grantee hereby agrees not to hold Grantor liable for any drainage damage to Grantee's land that may have occurred in the past and in the future.
- c. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- d. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR:

CITY OF MILLER

Ite Mayor

ATTEST:

Sheva Cass Finance Officer

GRANTEE:

NORTHFORK RANCH

Is Managing Partner

STATE OF SOUTH DAKOTA	.) .
) ss.
COUNTY OF HAND)
	day of March, 2014, before me, the undersigned
	nald Blachford, as Mayor of City of Miller, known to me
or satisfactorily proven to be the	e person whose name is subscribed to the within
instrument and acknowledged the contained.	hat he executed the same for the purpose therein

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

		Bill Lewellen
My Commission Expires: 1 -9-18		Notary Public
(SEAL)		NOTARY Z
		SEAT
STATE OF SOUTH DAKOTA)	PUBLICE
COUNTY OF HAND) ss.)	TO DAY 2

On this the 18 day of March, 2014, before me, the undersigned officer, personally appeared Jerry Peterka, as Managing Partner of Northfork Ranch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

My Commission Expires: /- 9-14 (SEAL)



EXHIBIT A-1

Easement Property shall consist of the ditch between the east side of Lot 1 and Grantor's road that abuts the east side of Lot 1 of Section 3 in Township 112 North, Range 68, West of the 5th P.M., County of Hand, State of South Dakota; as shown in Exhibit A-2 hereto attached and shaded in orange.





United States Department of Agriculture Farm Service Agency

January 18, 2012

PLSS: 3_112N_68W Farm: 4997

Hand County, SD 1:9,400

Disclaimer: Wetland identifiers do not represent the size, chape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS

Prepared by: Eric D. Meyer, R.L.S. 9592 45246 SD Hwy 44 Parker, South Dakota 57053 Phone: (605) 310~9401



I certify the within instrument was filed for record Doc: 202101073 Book: 91 MISC Page: 384-384 Hand County, SD Rec Fee: \$20.00 Trans Fee: \$0.00 Recorded and Filed 12/9/2021 at 2:30 PM File \$0.00 File \$1.00 Fi Deputy

196TH STREET
SECTION UNE N 89'59'54" E 2845.62' "1325,12" NA SECTION COMMON / 3-112-68" (TP. CP \$10958) 1.120.49 E1/18 CORNER ME S
3-112-88 (F)
(FO CAP W/SODOT CAP
2.65' SOUTH OF TRUE POSITION
SET AS MAR W/CAP(#582) N 00.10.36 OUTLOT Z EVERGREEN OUTLOF C covi Lor i S 00'02'11" E 2388.34" 1/16 LINE *CRES 101 3715.49 CUTLOT B GOV7 2419. 3.82 S 00'01 5 89"51"19" E outlot a SETT MET! HWY N 00.05,11. W PARCEL 1 PARCEL 1
CONTAINING 68.37 AC, ±
PICLUDING 1.78 AC, ± (R/M CASEMENT) Saula vierla E1/4 CORNOR 3-112-68 (FD. #4 RBA) 1/4 SECTION LINE N 89'51'19 16/ 3 COT A UNE 1312.41 NETIA SE VIA A MARIE 1/4 SCCTOW WE THE SETTE N 00'05'+4 101 5 H3-S 89"51"15" W 1246.24" 1/16 SECTION LINE 12,10,00 . C. 10.00 SCHEFF IMP INC 3 L18 int s 3 OJE OF L22 1013 :01 4 igt i 167 2 15! 5 and alect CONTON! der of 1 18.29 A/A ELES. 101.7 201 9 N 89.41.41. M 2644.34 HWY 14 E1/14 COMMEN 3-112-64 (TO 45 REA W/SCOOT CUP 7.00 HOATH OF TRUE POSITION) SE SECTION COMMEN 3-111-68 (SET §5 NON W/CAP \$9592)

PARCEL I LEGAL DESCRIPTION.

RE SE 1/4 OF NOT NE 1/4 MD THE E 1/2 OF THE SE 1/4 OF SECTION 3.

THE SE 1/4 OF NOT NE 1/4 MD THE E 1/2 OF THE SE 1/4 OF SECTION 3.

THE SE 1/4 MD THE MANUEL AS WEST OF THE STIP PAIL, DECEPT LOT IN-1 THE PARCE SECTION 3-112-56, AND LOT HOT THE E 1/2 SE 1/4 OF SECTION 3-112-56, AND SECTION 3-102-56, AND SOCK 2 OF PAIR,

PROCESS 15-16:

DICEPT B.W SCHERR DBA SCHETT RIP. DRC. SUBDIMISION IN THE E1/7 SE 1/4 OF SECTION 3-112-68, AS SHOWN ON THE PLAT RECORDED BY BOOK 3 OF PLATS, PACE 17:

EXCEPT LOT H=2 OF THE SE 1/4 HE 1/4 AND LOT H2 OF THE E 1/2 SE 1/4 OF SECTION 3-112-68;

EXCEPT MALER DEVELOPMENT COMPORATION'S I ADDITION IN THE SE 1/4 OF SECTION 3-112-88, AS SHOWN ON THE PLAT RECORDED IN BOOK 3 OF PLATS, PAGE 151; DICEPT LOT A IN THE E 1/2 SE 1/4 OF SECTION 3-112-68, AS SHOWN ON THE PLAT RECORDED IN BOOK 8 OF PLATS, PAGE 50;

DICEPT LOT B IN THE E 1/2 SE 1/4 OF SECTION 3-112-88, AS SHOWN ON THE PLAT RECORDED IN BOOK B OF PLATS, PAGE 57:

SUBJECT TO EASEMDITS AND RESERVATIONS OF RECO



- △ SECTION CORNE AS NOTED FD. SCOUT CP

- SET BOW PIN I CAP \$9382 FD. MONUMENT FOUND (MONUM RIGHT OF MAY NOTES: THE SURVEY WAS PERFORMED WITHOUTHE BENEFIT OF A TITLE COMMENDENT.

10/31/21

CERTIFICATE OF SURVEY

21128 ** 1 of 1



Arthur B. Cahalan	and wife Esther Q. Cahalan	_
	, Grantor ³	
The second	County, State of South Dakota	
of Hand	nd other valuable consideration	
for and in consideration of	Dett-Ars,	
GRANTS, CONVEYS AND WARBANTS TO joint tenants, with right of sur	Millerd W. Rediger and wife Doris M. Rediger, as ryivorship, but not as tenants in common_, Grantec_s, P. O., the following described	
real estate in the County of Hand, in the State	of South Dakota:	
	outheast Quarter (Et of SEA) and Southeast Quarter	
of Northeast Quarter (SE% of NE%	() of Section Three (3), all in Township One Hundred	
	eight (68), West of the 5th P.M., containing 518.70	
Subject to the reservations of a	one-half of all mineral and oil rights thereto.	
.,	mily have ever resided upon this property nor any	,—,
part thereof nor does he or any	member of his family consider or claim the same as	
a homestead.	with a contain Contract For Bood covering the	
	ce with a certain Contract For Deed, covering the ed the 22nd day of April, 1967, and entered into be-	
tween the above grantor and gran		
Transfer fee: \$52.00 6-27-74		
	£.	
	_	
Dated this 22nd	lay of April Arthur B. Cahalan	
•	Esther Q. Cahalan	
STATE OF SOUTH DAKOTA	· · · · · · · · · · · · · · · · · · ·	
County ofHand	SS. On this the22nd.	
•	me, John P. Bushfield	
	rthur B.Cahalan and wife Esther v.	
personally appeared	\ &	
known to me or satisfactor	rily proven to be the persons. whose names	
10 91	ledged that _the_v executed the same for the purposes therein contained.	
	hereunto set my hand and official seal.	-
_	John P. Bushfield Notary Public.	
My commission expires 1,2/27/74	County,	
STATE OF		
County of	SS.	
SEAL	+ 4111111111111111111111111111111111111	
	·	
STATE OF SOUTH DAKOTA, County of Hand,		
	of	
and recorded in Book 106, Page IRE 422		
The state of the s	Barbara Alley	
Soul of The Replacer	Register of Deeds.	
of Deads	By Deputy.	

	Cahalan; and Carrol Welson
	, Grantor 3
Hand	County, State of South Dakota
r and in consideration of	County, State of Canada
One Dollar love and affection	DOLLAE
RANTS, CONVEYS AND WHITE THE TO AT INTERPRETATION AT INTERPRETATION AT INTERPRETATION AND ATTEMPT AND ATTEMPT OF THE TOTAL AND ATTEMPT OF THE PROPERTY OF THE	thur B. Cahalan of Miller. S. Dakota reserving thereon the South Haaf (8) of Sec. two (2); [on three of East in South Ball Quarter after the cape sixty oight; West-or the 9thefollowing described to the control of the cape
al estate in the County of Hand, in the State of So $(S_{\frac{1}{2}} \operatorname{Sec} 2, S_{\frac{1}{2}} \operatorname{Of} \operatorname{NW}_{\frac{1}{2}} \operatorname{Of} 2, E_{\frac{1}{2}} \operatorname{Of} S$	SE1 & SE1 of NE1 Sec 3-112-68
-	r any of theirkfamilies on the above described
•	er hald the same as a homestead nor do they
at the present time.	310000000000000000000000000000000000000
•	o any liens or encumbrances now or heretofore and this instrument is a quit claim deed so
far as our interests. Also this	conveyance is made covering the Northwest quar) in township One Hundred twelve (112) North
	e and no documentary staps apply.
Dated this 21st day o	
	George M. Cahalan
	William D. Cahalan
	Carroll Nelson
ATE OFSouth Dakota	3
unty of Hand	on this the 21st day of April
	,
in the year 19_67, before me,	James 1. Hare , the undersigned office
personally appeared _George	. M. Cahalan, William D. Cahalan, Carroll Nelso
SFAI D	-
known to me or satisfactorily	roven to be the person_S whose name_SATC subscribed to the wit
5 //	
	ed that $\frac{c}{c}$ he $\frac{y}{c}$ executed the same for the purposes therein contains into set my hand and official seal.
TH ALTHOUGH ANGLED I UGLES	
	James I. Hare Notary Public.
commission expires 12/74 , 19	9
ATE OF	1
unty of	65.
	·)
SEAL	
SEAL	
SEAL	
	OFFICE OF REGISTRY OF DEPTHS
ATE OF SOUTH DAKOTA, County of Hand, as.	OFFICE OF REGISTER OF DEEDS
ATE OF SOUTH DAKOTA, County of Hand, ss. Filed for record this	
ATE OF SOUTH DAKOTA, County of Hand, ss. Filed for record this	
ATE OF SOUTH DAKOTA, County of Hand, ss. Filed for record this	April A D. 19 67, at 8:20 o'clock A M
ATE OF SOUTH DAKOTA, County of Hand, ss. Filed for record this	OFFICE OF REGISTER OF DEEDS April A. D. 19. 57, at 8:20 o'clock A. M. Barbara Alley Register of Deeds.
ATE OF SOUTH DAKOTA, County of Hand, ss. Filed for record this 24th day of direcorded in Book 106, Page 75	April A.D.19 67, at 8:20 o'clock A.M. Barbara Alley

DOTRW-84 (7-99)

WARRANTY DEED

Project No	P 0045(23)112		PCEMS No.	5635	Parcel No.	10, 13
County	Hand					
Berner	d W. Scherr	•				
						Grantor
of He	nd Co	unty, Stat	e of Sout	アングド	ota	for and in
	ion of <u>One Dollar a</u> IS to <u>South Dakota</u> 700 East Bro	Departmen	t of Transpo			LLARS GRANTS, CONVEYS
Grantee	of Pierre, Sou					P.O.,
the follow	ing described real outh Dakota:			of Han	id	in the
	NE 1/4 of Section	n 3 Townel	hin 112 North	Range 61	R West of the	Sth P.M. excent RW
Scherr Subdi	vision contained therein	, Hand Cour			o west of the	5 1.101. except B W
	2 contains 0.56 acre, m					_
Lot H2 in the South Dakot	SE 1/4 NE 1/4 of Section	n 3, Townsh	ip 112 North,	Range 68	West of the 5	th P.M., Hand County,
	 2 contains 0.73 acre, m	ore or less.				
Dated this	day of	E Octo	her	, :	2001.	
				0 /	J. Selen	
			y Bur	usa c	- Others	
			····			
		λO	KNOWLEDGME	NT]	EXEMPT	FROM
					TRANSF	ER FEE
TATE OF 3	outh Du Lota))SS			SDCL 43	
OUNTY OF	Hund)		×	シン しょう	- 1 -44(4)
	175	A.L1.	_	_		
n this	in and for said Cou	OCIOBL	rate has no	the ye	ar 2001,	before me a Notary
Bernsud	W. Scharr				-	, known to me to be
he person	who is describ	ed in, and	d who execut	ed the	within inst	rument and
icknowledge	d to me thathe	exec	ited the sam	e.		
			////	1	_ /)	David J. Mensch
SEAL)			Hotary	Public		
			My Commi	ssion E	xp‡res: <u>H</u>	Pr 10, 2007
					1	
CTATE O	COUPU DAVOTA	COUNTY	OF HAND			
SIALE OF	F SOUTH DAKOTA, or record this	30+b 4	v of Oct	ahar	A D 200	11 at 11 • 00
o'clock	A.M., and reco	orded in	Book 11	f of r	n.b. 200 leede na	ge 284
(SEAL)	Darlene Droz,	Recista	r of Dee	de de	reeds, pa	ge 204.
(Junu)	Darrene Drog,	"CETSC	0. 1000			
*	*	*	*		*	*

DOTRW-86 (7-99)

QUIT CLAIM DEED - FEE TITLE

Project No. P 0045(23)	112 PCEMS N	lo. <u>5635</u>	Parcel No.	10, 13	-
County Hand					
Howard J. Peterka			·	O	
of Head	County, State of	IV	O kake	Grantorfor an	od in
of Hand consideration of One Doll	county, state of ar and other valuabl	e considerat	ions (\$1.00)		
QUITCLAIMS to South Dake	ota Department of T	ransportati	on		
	Broadway Avenue				
Grantee of Pierre, So the following described re			Hand		P.O., n the
State of South Dakota:	sar estate in the c	.ouncy or	nand		
T				e ethiope constr	
Lot H2 in the NE 1/4 SE 1/4 of S			ge 68 West of t	the 5" P.M. except BW	
Scherr Subdivision contained the		uth Dakota.			
Lot H2 contains 0.56 acr					
Lot H2 in the SE 1/4 NE 1/4 of Se	ection 3, Township 112	North, Range	e 68 West of th	he 5 th P.M., Hand County	у,
South Dakota.					
Lot H2 contains 0.73 acr	re, more or less.	~ D		4	
× I do hat would	mush mus	on the	t Ethalia	ns.	
1775	· ontah		5.4 1		
Dated this	lay of October			MA	
	λ	a.	120	Travelle	
	- A		The state of the s	<u> </u>	
	***************************************	***************************************			

	1.00101		EXEM	PT FROM	
~ \ \ \	ACKNOW.	Ledgment	א א מידי	SFER FEE	
STATE OF South Dakota)				
COUNTY OF Hand) SS		SDCL	43-4-22(2)	
COUNTY OF HARE)				
On this 11 day of Public within and for said Howard J. P. cherky	October	, in the	e vear 200	hefore me a Nota	rv
Public within and for said	County and State,	has person	ally appeare	ed	-3
Howard J. Peterky				, known to me t	o be
the person who '5 des acknowledged to me that	cribed in, and who	executed the	he within in	strument and	
	executed	A Same.	/)		
	14	m	$\sqrt{}$	Zud I- Musch	
(SEAL)	<u>ا</u>	Notary Publ	ic		
	му	Commission	Expires:	Per10,2007	·
PATE OF COURT DAYORA	0001110011 05				
lad for record this	COUNTY OF HAI	ND			
TATE OF SOUTH DAKOTA, led for record this	SUER day of Oc	ctober, A	a.p. 2001	at 11:00	
crock with, and tech	rueu in book	LIBOTHE	eds, pag	e 285.	
EAL) Darlene Droz,	register of De	eeas			
*	* *		*	s.	

MID-DAKOTA RURAL WATER SYSTEM, INC.

-P.O. BOX 1106 PIERRE, SD 57501-1106-

CORPORATE RIGHT-OF-WAY EASEMENT

Prepared by:
Mid-Dakota Rural Water System, Inc.
608 W. 14th Street
P.O. Box 818
Miller, SD 67362-0318
Phone: (606) 853-3159

KNOW ALL MEN BY THESE PRESENTS-

hereafter referred to as GRANTEE, to	and valuable consideration paid by Mid-Dakota Rural Water System, Inc.
hereinafter referred to as GRANTOR, the receipt and sufficient GRANTOR'S heirs, successors and assigns does hereby grant and assigns a perpetual easement over, across, HANDCounty, South Dakota, with	cy of which is hereby acknowledged by the GRANTOR, the GRANTOR, fo it, bargain, sell, transfer, and convey unto the GRANTEE and its successors, it under and through the land of the GRANTOR, situated in the right to erect, construct, install and lay, and thereafter perpetually use pipes, connections, valves and all other devices used in connection with the
The SEV4 of the NEV4 and the E	1/2 of the SE'14, LESS Lot HI and LESS
Miller Development Corporation's	First Addition and Less B.W. Scherr
dba Scherr Imp., Inc. Subdivis	sion, all in Section 3, Township 112N,
Range 68W, Hand County, South	h Dakota.
easement. The easement shall be thirty (30) feet in width, the center line of the pipeline as constructed and insofar as possible, the of is the boundary of the property of the GRANTOR. The consideration hereinabove recited shall also constitute p successors, and assigns by reason of the installation, operalli including, but not limited to loss of income. The GRANTEE co damage will result from its use to the adjacent land of the GRA.	If the GRANTOR, his heirs, successors and assigns for the purposes of this of which is described as follows: Fifteen (15) feet on each side of the center center line shall be Fifteen (15) feet inside of the fence line which fence line be asymment in full for any damages to the land of the GRANTOR, his heirs, son, and maintenance of the structures or improvements referred to herein overnants to maintain the easement in good repair so that no unreasonable NNTOR, his heirs, successors and assigns. Lute a covernant running with the land for the benefit of the GRANTEE, its
IN WITNESS WHEREOF, the GRANTOR has executed this in:	istrument this 4th day of May 19 99
	Scherr Implement, Inc.
NO SEAL	Schor Day Sic (Sign Corporate Name)
AVAILABLE	By B.W. Schonis Prosident
	8y Its
STATE OF SOUTH DAKOTA) COUNTY OF HAND)	
	. 19 99 , before me, David 17/181
, the undersign	ned officer, personally appeared the above signed,
of Schere Implement, They a corporation, and thathe ing instrument for the purposes therein contained, by signing the as _B, W . Schereand	to be the President and and a such officer(*) being authorized so to do, executed the foregone name of the corporation and by signing their name(s) respectively in witness whereof I hereunto set my hand and officers.
ciał seal.	Shriot Ollan
SEAL	David Allen, Notary Public
	F HAND My commission expires: 12.18.2003
STATE OF SOUTH DAKOTA, COUNTY OF Filed for record this 7th day of o'clock P.M., and recorded in Bo (SEAL) Darlene Droz, Register	ook 49 of Misc., page 211.
i i i i i i i i i i i i i i i i i i i	

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PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 4

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc.

111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To:

Advantage Land Company

517 6th Street

Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

2. The land referred to is located in the County of Hand, State of South Dakota and is described as follows:

Tract 4 of Peterka's Addition in Section 3, Township 112 North, Range 68.

3. The real estate is encumbered by the following Bankruptcies, Mortgages, Contract For Deed, Federal, State or County Liens, Mechanics Liens and Judgments:

NONE

4. The following are the reservations, easements and exceptions on the real estate:

Reservation in United States Patent as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Transmission Line Right-of-Way Easement granted to East River Electric Power Co-operative, Inc., as set forth in instrument recorded October 24, 1951, in Book 33 Misc., Page 644.

Easement Agreement in favor of QWEST CORPORATION to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical facilities and gas facilities, and other appurtenances, from time to time, as Grantee may require, as set forth in instrument recorded November 1, 2001, in Book 54 Misc., Pages 25-27.

Sewer Line Easement for locating, establishing, constructing, and maintaining a certain sewer line as set forth in instrument recorded April 14, 2011, in Book 76 Misc., Pages 62-63.

Survey recorded December 9, 2021 in Book 91 Misc, Page 385.

5. The County Tax Records indicate the following real estate taxes and special assessments for this real estate:

Taxes and assessments for 2022 a lien, not yet due or payable.

Real estate taxes for 2021 in the amount of \$1,419.88, a lien, now due and payable. Pertains to Tract 4 and other land.

Tax Parcel ID#: 6600

- 6. This Report has been prepared for the confidential and exclusive use of the client named herein. This is not intended and should not be considered as any form of abstract, title guaranty, title commitment or title insurance.
- 7. The total liability of Hand County Title Company, Inc., hereunder is limited to the amount paid for this Report.

HAND COUNTY TITLE COMPANY, INC.

Nancy Lewellen

NOTE: Coverage of this Report extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Hand County, South Dakota. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in those offices are not covered in this Report.

NOTE: The real estate described in this Report shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, Hand County Title Company, Inc., is not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.

EASEMENT

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

File No. 32-1268

KNOW ALL MEN BY THESE PRESENTS, that we, the u	ndersigned	utilisans attropologis de quadragrante de que peut que a e e e e e e e e e e e e e e e e e e
Danforth Brothers (a partnership) (unmarried) (husband and wife) for a good and valuable c		A selected to Leading administration of the
hereby grant unto EAST RIVER ELECTRIC POWER CO	-OPERATIVE, INC.,	a cooperative corporation (hereinafter
called the "Cooperative," whose post office address is		
nssigns, the perpetual right to enter upon the lands of the u State of South Dakota, and more particularly described as f Quarter of the wortheast Quarter (SW2NE2) Quarter (S2NW2), and the Northwest Quarte Three (Sec. 3), Township One Hundred Twel (R-68-W) of the Fifth Principal Meridian.	ndersigned, situated in follows: Lots 2, 3, and the South ir of the Southes. Ve North (T-112.	the County of Hand and 4, and the Southwest Half of the Northwest st Quarter(NW\$EE\) of Secti K), Range Sixty Dight West
Section3	, Township112	North,
Range 68 West of the 5th P. M. and to construct, reconstruct, repair, operate and maintain or highways abutting said lands, on electric transmission an	on the above-described l d/or distribution line or	ands and/or in or upon all streets, roads system, to cut and trim trees and shrub-
bery located within thirty feet of the center line to endanger the operation and maintenance of said line or a or occupancy of the line or system by any other person, associ	e of said line or system, ystem, and to license, pe	or that may interfere with or threaten rmit, or otherwise agree to the joint use
The undersigned agree that all poles, wires and other faci expense, shall remain the property of the Cooperative, remo	vable at the option of ti	he Cooperative.
The Cooperative agrees to pay to the undersigned for t completely constructed, in accordance with the following sc		nted, when said line or system has been
Pole set in land which is under cultivation		
Pole set in woodland		
Pole set in swampland Pole set in permanent pasture		
Guy set in land subject to cultivation		
Guy set in woodland		\$3.00 each
Guy set in swampland		\$1.00 each
Guy set in permanent pasture Overhang where no poles or guys are set on land	enhicet to cultivation a	t the rate of \$1.00 per pole
IN WITNESS WHEREOF, the undersigned have set th day of, 195	eir hands and seals th	is 29th
	Danforth Brot	hans
• •	_	
Signed, sealed and delivered in the presence of:	By Charles Ir	sing Danforth, a partner
	-	•
State of South Dakota,	~	
•		
County of Yankton SS.		
On this 29th day of June	in the year 19	51, before me personally appeared
		to me (or proved to me on the oath of
ment and acknowledged to me that he (or they) executed th	rson who is described i	n, and who executed the within instru-
(Seal)		buma T13 a_4 b 7 a 3
(real)	(BIRDA)	ture Illegible) Notary Public, South Dakota.
My commission expires 3/27/ , 1954		Notary Public, South Dagoth.
STATE OF SOUTH DAVOTA Country of	iand , s	
STATE OF SOUTH DAKOTA, County of	B	so 57 10 A
Filed for Record this 24th day of Ocaand Recorded in Book 33M of on Pag		19 2=, at = o'clockM.
(Scal)	Martha L. Te	amhl un
		· mwa.a 44
	And the second s	Register of Deeds.

54 Mise - pages 25.27

STATE OF SOUTH DAKUTA
COUNTY OF HAND
FIREd for record this
of Market A.D. 20 Q day
of clock A.M. and recorded
in book 54 of Market page 25:27.

Outline altoz Register of Deeds

By
Fee \$ 14.00 paid.

Deputy



RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The Instrument Drafted By: Qwest Corporation 1801 California St. Suite 5200 Deuver, CO 80202

The undersigned ("Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical facilities and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of ________, State of South Dakota, which the Grantor owns or in which Grantor has an interest to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

R/W# 2001 262045D

CAMPROONS DESCRIPTION OF STREET DOC

Bana 1 af 7

· · · · •

TRUSTEE

Grantor

Tom Peterka

(Individual Acknowledgment)

STATE OF SOUTH DAKOTA }
COUNTY OF HAND }

The foregoing instrument was acknowledged before me

this 19 day of SEPTEMBER,

A MARAIED PERSON

Witned ON HIT DID BOOK HIMA Real
SEAL NOTARY PUBLIC SEAL
SOOTH DAKOTA SEAL

Notary Public
My commission expires: My Commission Expires
My Commission Expires

C/WOODOWELESETOPQWESTINEW-BEDY-QWEST-DGC

Exhibit "A"

This description prepared by:
Ulteig Engineers, Inc.
1500 S. Sycamore Avenue
Sioux Falls, South Dakota (605) 332-0633

Land Description: Government Lots 2 and 3 and the Southwest Quarter of the NX Northeast Quarter of Section 3 except Jennings Outlots 1 and 2 and Outlots A, B, And C, Evergreen Acres, and all in Section 3, Township 112, Range 68 West of the 5th P.M. AND The Northwest Quarter of the Southeast Quarter, except the South 310 feet of the Northfork Outlot in Section 3, Township 112 N, Range 68 W., of the 5th P.M.

Easement Description: A Strip of Land 10 feet wide with the center line of said Strip being parallel with and 90 feet West of the center line of South Dakota State Highway 45, commencing from the property line with Norkhfork Outlot, thence Southerly for a distance of 450 feet more or less, INNER thence Easterly at a right angle for a distance of 25 feet and there terminating.

CAMPOONSTREEL LONGMENTARM PROM-CAMERL DOC

Prepared by: Jerry Peterka 2009 North Broadway Miller, SD 57362 605-853-3326



I certify the within instrument was filed for record
Doc: 201104113 Book: 76 MISC Page: 62-63
Hand County, SD Rec Fee: \$12.00 Trans Fee: \$0.00
Recorded and Filed 4/14/2011 at 2:41 PM File #
Shella Coss, Register of Deeds Aberla Coss
By, Deputy

Sewer Line Easement

We, Glenn W. Walberg, Jr. and Susan M. Walberg, husband and wife, of 510 1st Avenue West, Miller, County of Hand, State of South Dakota, in consideration of One Dollar (\$1.00), receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing, and maintaining a certain sewer line an hereinafter described, do hereby convey and release to Howard J. Peterka Revocable Trust Agreement dated 3-28-1989 and Marilyn A. Peterka Family Trust dated 3-8-1998 of Miller, County of Hand, State of South Dakota, an easement and right-of-way for a certain draining hereinafter more particularly designated and described, under and across lands owned by us and situated in the County of Hand, State of South Dakota, and more particularly described as follows:

Jena Outlot 1 - A part of the East Half (E-1/2) of Section Three (3), Township One Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5th P.M.

The right-of-way hereby conveyed and released is for the sole purpose of locating, establishing, constructing, and maintaining under and across the above described land a certain sewer line.

The route and course of the sewer line is from the property owned by Howard J. Peterka Revocable Trust Agreement dated 3-28-1989 and Marilyn Peterka Family Trust dated 3-8-1998 which is described as follows:

The Northwest Quarter of the Southeast Quarter (NW-1/4 SE-1/4) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5th P.M., County of Hand, State of South Dakota

Said property is located just south of grantor's property described herein.

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of the sewer line.

We grant and convey to Howard J. Peterka Revocable Trust agreement dated 3-28-1989 and Marilyn A. Peterka Family Trust dated 3-8-1998 five feet (5') on each side of the center line of such sewer line for the maintenance thereof; and an easement in such lands for the uses and purposes of drainage, together with such rights of entry upon, passage over, deposit of excavated earth, and storage of material and equipment on such area as may be necessary or useful for the maintenance cleaning out, and repair of such sewer line.

We release Howard J. Peterka Revocable Trust agreement dated 3-28-1989 and Marilyn A. Peterka Family Trust dated 3-8-1998 from any and all claims for damages arising in any way or incident to the maintenance of the sewer line under the described land.

In witness whereof, we have set our hands this
Them De Walle for.
Desente Walker
State of South Dakota)
County of Hand On this day of, 2011, before me, the undersigned officer, personally appeared Glenn Walberg and Susan Walberg, husband and wife, as Grantors, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.
In witness whereof, I have hereunto set my hand and official seal.
My commission expires: 9-2-2014 Maney Lewellen
Scal 4

Prepared by: Eric D. Meyer, R.L.S. 9592 45246 SD Hwy 44 Parker, South Dakota 57053 Phone: (605) 310-9401



I certify the within instrument was filed for record Doc: 202101073 Book: 91 MISC Page: 384-384 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00 Recorded and Filed 12/9/2021 at 3:30 PM File # Suzy Wernsmann, Register of Deeds _, Deputy

196TH STREET N 89'59'54" E 2645.62" SECTION LINE 1325.12'
NE SECTION CORNER / 3-112-88'
(FD. CIP \$10958) N 00'10'36 EVERGREEN S 89'55'05" E 829.60' OUTLOT C 2389.08 covi Lot 1 S 00'02'11" E 2388.34' 00.07'32" W 1/16 LINE ACRES 107 3715.49 OUTLOT B 2419.17 GOVT SOUTH LINE GOVERNMENT LOT N 89'51'19" W 1251.68 OUTLOT A SEVIA MENIA A 18 1320.40 N 00'02'11" W PARCEL 1 L16 CONTAINING 66.37 AC. ±
INCLUDING 1.78 AC. ± (R/W EASEMENT) SMILE MEILE LOT 1 C-E CORNER 3-112-68 (FD. CIP SODOI) SO PETERKY'S E1/4 CORNER 3-112-68 (FD. #4 RBR) 1/4 SECTION LINE N 89'51'19" tor s W^{TLO} LOT 4 1312.41' NEI/A SE 1/A 1/4 SECTION L NW 1/4 SE 1/4 LOT 5 OUTLOT S 89'51'15" W 1245.24 2641. 1/16 SECTION LINE 67 N 00'01'27 SCHERR IMP INC 00.01,25 117 L18 3 2 ourtor 2 1,22 COT J CORPORA 1014 151 NOV ounor ou nor MILLER LOT 6 LOT 7 N 89'41'41" 2544.34 HWY 14 E1/18 CORNER 3-112-68 (FD. #5 RBR W/SDOOT CAP 7.60 NORTH OF TRUE POSITION) SE SECTION CORNER 3-112-68 (SET #5 RBR W/CAP #9592)

PARCEL I LEGAL DESCRIPTION:

THE SE 1/4 OF THE NE 1/4 AND THE E 1/2 OF THE SE 1/4 OF SECTION J.

THE SE 1/4 OF THE NE 1/4 AND THE E 1/2 OF THE SE 1/4 OF SECTION J.

TOWNSHIP 112 NORTH, PANNE 68 WEST OF THE STIT PAI, EXCEPT LOT IN-1 IN THE 6 1/2 SE 1/4 OF SECTION

3-112-68, AS SET FURTH IN BOOK 66 DEDS, PAGE 608, AND BOOK 2 OF PAIS,

PAGES 15-18.

EXCEPT B.W SCHERR DBA SCHETT IMP. INC. SUBDIMSION IN THE E1/2 SE 1/4 OF SECTION 3-112-68, AS SHOWN ON THE PLAT RECORDED IN BOOK 3 OF PLATS, PAGE 147-

EXCEPT LOT H-2 OF THE SE 1/4 ME 1/4 AND LOT H2 OF THE E 1/2 SE 1/4 OF SECTION 3-112-68:

EXCEPT WILLER DEVELOPMENT CORPORATION'S 1 ADDITION IN THE SE 1/4 OF SECTION 3-112-58, AS SHOWN ON THE PLAT RECORDED IN BOOK J OF PLATS, PAGE 151; EXCEPT LOT A IN THE E 1/2 SE 1/4 OF SECTION 3-112-68, AS SHOWN ON THE PLAT RECORDED IN BOOK 8 OF PLATS, PAGE 50;

EXCEPT LOT B IN THE E 1/2 SE 1/4 OF SECTION 3-112-68, AS SHOWN ON THE PLAT RECORDED IN BOOK 8 OF PLATS, PAGE 57;

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.



LEGEND

△ SECTION CORNER
AS NOTED

■ FD. SDDQT CIP

NOTES1
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE COMMITMENT.
PACK OF BEARINGS IS UTW-ZONE 14

SET IRON PIN WO CAP \$9592 O FD. MONUMENT FD. FOUND (MONUME R/W RIGHT OF WAY

CERTIFICATE OF SURVEY NSHIP 112 NORT 21128

PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 5

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc.

111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To:

Advantage Land Company

517 6th Street

Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

2. The land referred to is located in the County of Hand, State of South Dakota and is described as follows:

Tract 2 of Peterka's Addition in Section 3, Township 112 North, Range 68.

3. The real estate is encumbered by the following Bankruptcies, Mortgages, Contract For Deed, Federal, State or County Liens, Mechanics Liens and Judgments:

NONE

4. The following are the reservations, easements and exceptions on the real estate:

Reservation in United States Patent as follows: Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Easement for installation of a water line and right of ingress and egress for the purpose of entering on the premises and making any necessary repairs, as set forth in instrument recorded May 2, 1978, in Book 42 Misc, Page 453.

Drainage Easement as set forth in instrument recorded June 22, 1998, in Book 47 Misc., Page 282.

Waterline and Sewer Drainage Title Easement Agreement as set forth in instrument recorded August 19, 2014 in book 81 Misc., Pages 1-8.

Waterline and Sewer Drainage Tile Easement Agreement as set forth in instrument recorded September 4, 2014, in Book 81 Misc., Pages 42-47.

Survey recorded December 9, 2021 in Book 91 Misc, Page 384.

5. The County Tax Records indicate the following real estate taxes and special assessments for this real estate:

Taxes and assessments for 2022 a lien, not yet due or payable.

Real estate taxes for 2021 in the amount of \$221.64, a lien, now due and payable.

Tax Parcel ID#: 6814 & 6827

- 6. This Report has been prepared for the confidential and exclusive use of the client named herein. This is not intended and should not be considered as any form of abstract, title guaranty, title commitment or title insurance.
- 7. The total liability of Hand County Title Company, Inc., hereunder is limited to the amount paid for this Report.

HAND COUNTY TITLE COMPANY, INC.

Nancy Lewellen

NOTE: Coverage of this Report extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Hand County, South Dakota. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in those offices are not covered in this Report.

NOTE: The real estate described in this Report shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, Hand County Title Company, Inc., is not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.

EASEMENT

Melven J. Lips, grantor, of Hand County, South Dakota, in consideration, hereby grants and conveys to Lips Properties and Motel, Inc., a corporation of Miller, South Dakota, grantee, an easement along a line approximately 10 feet North of the South line of Outlot E of the East Half of the Southwest Quarter of the Southeast Quarter (E\sum_SW\sum_SE\sum_s) of Section Three (3), Township One Hundred Twelve (112) North, Range Sixtyeight (68), West of the 5th P.M.

This gasgraph is granted calculate for the summary of last 11 miles as a control of the summary of the 11 miles as a control of the summary of the 11 miles as a control of the summary of the 11 miles as a control of the summary of the 11 miles as a control of the summary of the 11 miles as a control of the summary of the 11 miles as a control of the summary of the 11 miles as a control of the summary of the

This casement is granted solely for the purpose of installation of a water line and same is now installed and grantee is granted right of ingress and egress for the purpose of entering on the premises and making any necessary repairs.

This is a covenant running with the land and shall inure to the benefit of the grante.

its successors and assigns.

Melven J. Lips

STATE OF SOUTH DAKOTA, County of Hand
On this the 1st day of May, 1978, before me, Herbert A. Heidepriem, the undersigned officer, personally appeared Melven J. Lips, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

My commission expires: 3/24/84

Herbert A. Heidepriem Notary Public

(Seal)

STATE OF SOUTH DAKOTA, County of Hand

Filed for record this 2 day of May A.D. 1978 at 4:55 o'clock P.M. and recorded in Book 42 of Misc. Page 453

Barbara Alley Register of Deeds

(Seal)

DRAINAGE EASEMENT

We, Darrell Foreman and Stella Foreman, husband and wife, of 34310 SD Hwy 26 Orient, County of Hand, State of South Dakota, in consideration of One Dollar (\$1.00), receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing, and maintaining a certain drain, as hereinafter described, do hereby convey and release to Tom J. Peterka and Marianne Peterka, husband and wife, of 1701 North Broadway, City of Miller, County of Hand, State of South Dakota, an easement and right of way for a certain draining hereinafter more particularly designated and described, over and across lands owned by us and situated in the County of Hand, State of South Dakota, and more particularly described as follows:

The East 50 feet of Outlot "C" of the Southwest Quarter of the Southeast Quarter (SW4SE4) of Section Three (3) in Township One Hundred Twelve (112)

North, Range Sixty-eight (68), West of the 5th P.M.
The right of way hereby conveyed and released is for the sole purpose of locating, establishing, constructing, and maintaining over and across the abovedescribed land a certain drainage ditch.

The route and course of the drainage ditch is from the property owned by Tom J.

Peterka and Marianne D. Peterka which is described as follows:

The South 260 feet of the East 325 feet of Outlot "E" of the East Half
(E½) of Section Three (3) in Township One Hundred Twelve (112) North,
Range Sixty-eight (68), West of the 5th P.M., County of Hand, State of South Dakota.

Said property is located just north of grantors' property described herein.

This conveyance is based upon the above described line of route and shall be

deemed to include the extreme width of the drainage ditch.
We grant and convey to Tom J. and Marianne D. Peterka twenty feet (20') on each side of the centerline of such drainage ditch for the maintenance thereof; and it shall be deemed a sufficient conveyance to vest in Tom J. and Marianne D. Peterka an easement in such lands for the uses and purposes of drainage, together with such rights of entry upon, passage over, deposit of excavated earth, and storage of material and equipment on such area as may be necessary or useful for the maintenance. cleaning out, and repair of such drainage ditch.

We release Tom J. and Marianne D. Peterka from any and all claims for damages arising in any way or incident to the maintenance of the drainage ditch across the

described land.

In witness whereof, we have set our hands this 17th day of June, 1998.

Darrell Foreman Stella Foreman

STATE OF SOUTH DAKOTA, COUNTY OF HAND

On this the 17th day of June, 1998, before me, Gregory G. Rediger, the undersigned officer, personally appeared Darrell Foreman and Stella Foreman, husband and wife, as Grantors, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. (SEAL)

My Commission Expires: 04/04/02

Gregory G. Rediger

Notary Public

Prepared by: Gregory G. Rediger, Attorney at Law, P.O. Box 12, Miller, South Dakota 57362 (605) 853-2125.

STATE OF SOUTH DAKOTA, COUNTY OF HAND Filed for record this 22nd day of June A.D. 1998 at 11:45 o'clock A.M., and recorded in Book 47 of Miscellaneous, page 282.

(Seal) Darlene Droz, Register of Deeds By Linda C. Beaner, Deputy

Prepared by: Tom Peterka 1809 North Broadway Ave. Miller, SD 57362 605-853-3226



L certify the within instrument was filed for record Doc: 201400658 Book: 81 MISC Page: 1-8 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00 Recorded and Filed 8/19/2014 at 12:00 PM File #

DeAnn Hargens, Register of Deeds

 $adva_{\mathcal{O}}$

__, Deputy

Waterline and Sewer Drainage Tile Easement Agreement

THIS WATERLINE and SEWER DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 15 day of August, 2014, by Northfork Ranch, LLC of 1701 North Broadway Avenue, Miller, South Dakota 57362, Garry D. and Lori A. Peterka of 1809 North Broadway Avenue, Miller, South Dakota 57362, (herein called Grantors), and Tom J. and Marianne D. Peterka of 1701 North Broadway Avenue, Miller, South Dakota 57362 (herein called Grantee).

WHEREAS, Grantee desires to acquire an easement for the purpose of the installation and maintenance of a water and sewer drainage tile and appurtenant drainage facilities on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantors are willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantors, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted Grantee does hereby covenant and agree as follows:

- 1. Grant of Easement. Grantors do hereby grant and convey unto Grantee, its successors, assigns, lessees, and agents, and easement under and through the Easement Property, for the purpose of the installation and maintenance of a water line and drainage tile and appurtenant drainage for Grantee's land to the Easement Property. Grantee shall also have the specific rights of ingress and egress, consistent with this waterline, tile pipe and appurtenant drainage consistent with the easement provided herein. Subject to the other terms and conditions of the Easement Agreement, Grantee shall also have the right to remove impediments to maintenance of the Easement Property such as trees and rocks. Grantee further agrees all construction, reconstruction, installation, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantors so as to minimize any disruption to Grantors' property.
- 2. <u>Unencumbered Title</u>. Grantors warrant that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

- 3. Operations and Maintenance. The installation, operation and maintenance of the waterline and drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantors acknowledge and agree that the Grantee has the right to enter the Easement Property to install and maintain the described water and drainage facilities.
- 4. <u>Grantors Defined</u>. The word "Grantors" as used herein, whenever the context requires or permits, shall include the successors, grantees and assigns of thee owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easement and said land. Notwithstanding any contrary provision in the Easement Agreement, however, and obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.
- 5. <u>Covenants of Grantee</u>. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assign, as follows:
 - a. Grantee shall protect the Easement Property, and the adjacent lands of Grantors over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
 - b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances,. As defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement property or any other adjoining lands owned by Grantors or Grantee.
- 6. Retained Rights. Grantors shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTORS:

NORTHFORK RANCH, LLC

Its Member

Garry D. Peterka

Lori A. Peterka

GRANTEE:

Tom / Peterka

Mariana D. Batarka

STATE OF SOUTH DAKOTA) ss. COUNTY OF HAND)

On this the <u>/</u>S day of August, 2014, before me, the undersigned officer, personally appeared Jerry Peterka, as Its Member of Northfork Ranch, LLC, known to me or satisfactorily proven to

be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

My Commission Expires:	- 20-20/5	Notary Public & Smlube
, common <u>o</u> n process		NOTAR CE
STATE OF SOUTH DAKOTA)	OF AL IC STATE OF THE PROPERTY
COUNTY OF HAND) ss.)	OAKOTA MINIMI

On this the 15 day of August, 2014, before me, the undersigned officer, personally appeared Garry D. Peterka and Lori A. Peterka, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained .

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

MINIMUM TO THE PARTY OF THE PAR My Commission Expires: 8-20-20/5 STATE OF SOUTH DAKOTA

On this the 15 day of August, 2014, before me, the undersigned officer, personally appeared Tom J. Peterka and Marianne D. Peterka, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained .

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

COUNTY OF HAND

Notary Public Smlike

My Commission Expires: 8 -20-20/5



EXHIBIT A-1

Land Description: Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ¼ of SE ¼) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68) West of the 5th P.M., Except Lot H1.

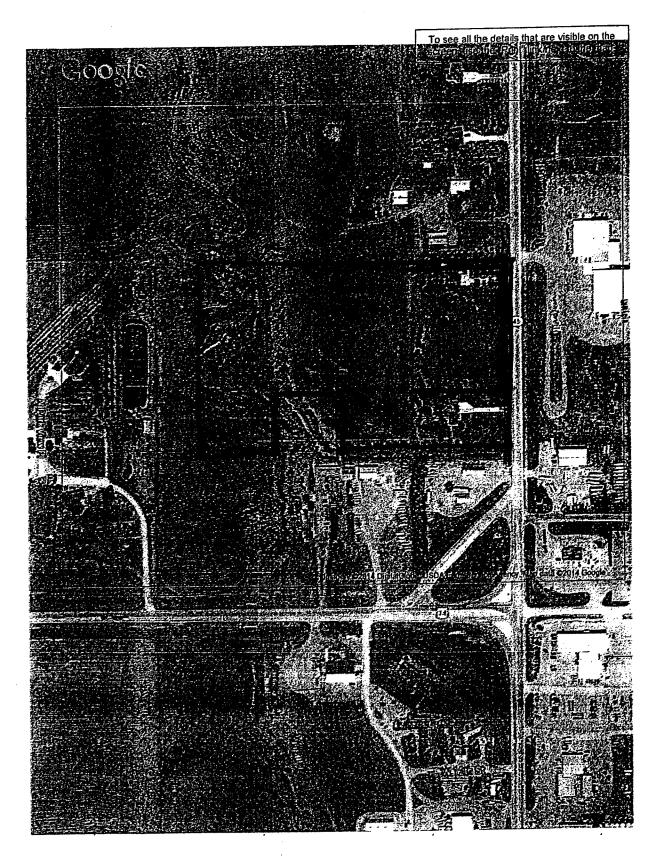
Sewer Easement Description: As shown in Exhibit A-2 hereto attached and shaded in orange.

All of Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ½ of SE ½) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68) West of the 5th P.M., and a strip of land 370 feet West of the West side of Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ¼ of SE ½) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68) West of the 5th P.M., Except Outlot 2 and Except Lot H1.

EXHIBIT A-1

Waterline Easement Description: As shown in Exhibit A-2 hereto attached and shaded in blue.

The East 325 feet of Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ¼ of SE ¼) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68) West of the 5th P.M., Except the South 260 feet of the East 325 feet and Except Lot H1.



Prepared by: Garry Peterka 1809 North Broadway Ave. Miller, SD 57362 605-853-3226



I certify the within instrument was filed for record Doc: 201400696 Book: 81 MISC Page: 42-47 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$0.00 Recorded and Filed 9/4/2014 at 1:00 PM File # DeAnn Hargens, Register of Deeds Action Hargens By________, Deputy

Sewer Drainage Tile Easement Agreement

THIS SEWER DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement') is dated this day of August, 2014, by Northfork Ranch, LLC of 1701 North Broadway Avenue, Miller, South Dakota 57362 (herein called Grantors), and Garry D. and Lori A. Peterka of 1809 North Broadway Avenue, Miller, South Dakota 57362 (herein called Grantee).

WHEREAS, Grantee desires to acquire an easement for the purpose of the installation and maintenance of a sewer drainage tile and appurtenant drainage facilities on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantors are willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantors, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted Grantee does hereby covenant and agree as follows:

- 1. Grant of Easement. Grantors do hereby grant and convey unto Grantee, its successors, assigns, lessees, and agents, and easement under and through the Easement Property, for the purpose of the installation and maintenance of drainage tile and appurtenant drainage for Grantee's land to the Easement Property. Grantee shall also have the specific rights of ingress and egress, consistent with this tile pipe and appurtenant drainage consistent with the easement provided herein. Subject to the other terms and conditions of the Easement Agreement, Grantee shall also have the right to remove impediments to maintenance of the Easement Property such as trees and rocks. Grantee further agrees all construction, reconstruction, installation, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantors so as to minimize any disruption to Grantors' property.
- 2. <u>Unencumbered Title</u>. Grantors warrant that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

- 3. Operations and Maintenance. The installation, operation and maintenance of the drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantors acknowledge and agree that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.
- 4. Grantors Defined. The word "Grantors" as used herein, whenever the context requires or permits, shall include the successors, grantees and assigns of thee owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easement and said land. Notwithstanding any contrary provision in the Easement Agreement, however, and obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.
- 5. <u>Covenants of Grantee</u>. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assign, as follows:
 - a. Grantee shall protect the Easement Property, and the adjacent lands of Grantors over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.
 - b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances,. As defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement property or any other adjoining lands owned by Grantors or Grantee.
- 6. Retained Rights. Grantors shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.
- This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTORS:	G	R	A	N	T	0	R	S:	
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NORTHFORK RANCH, LLC

BY: Malanta

Its Member

GRANTEE:

Gárry D. Peterka

Lori A Dotorka

STATE OF SOUTH DAKOTA) ss.
COUNTY OF HAND)

On this the <u>is</u> day of August, 2014, before me, the undersigned officer, personally appeared Tom Peterka, as Its Member of Northfork Ranch, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

My Commission Expires: 8-20-20/5

Notary Public

NOTARI SEAL

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF HAND	}

On this the 15 th day of August, 2014, before me, the undersigned officer, personally appeared Garry D. Peterka and Lori A. Peterka, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: 8 - 20 - 20/5

EXHIBIT A-1

Land Description:

The North 500 feet of Outlot (E) of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ¼ of SE ¼) of Section Three (3) in township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the Fifth P.M., County of Hand, State of South Dakota, and except Lot H-1.

A strip of land 370 feet West of the North 500 feet of Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ¼ of SE ¼) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the Fifth P.M., County of Hand, State of South Dakota

Sewer Easement Description: As shown in Exhibit A-2 hereto attached and shaded in orange.

The North 500 feet of Outlot (E) of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ¼ of SE ¼) of Section Three (3) in township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the Fifth P.M., County of Hand, State of South Dakota, and except Lot H-1.

A strip of land 370 feet West of the North 500 feet of Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ¼ of SE ¼) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-Eight (68) West of the Fifth P.M., County of Hand, State of South Dakota

