

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:

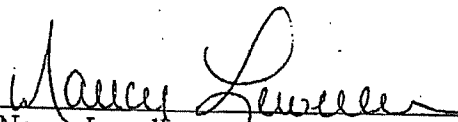
Taxes and assessments for 2022 a lien, not yet due or payable.

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.

By 
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 (NE $\frac{1}{4}$)
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 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, association or corporation 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, 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
Pole set in land which is under cultivation.....	\$ 5.00 each
Pole set in permanent pasture.....	\$ 1.00 each
Guy set in land subject to cultivation.....	\$ 5.00 each
Guy set in permanent pasture.....	\$ 1.00 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 WHEREOF, the undersigned have set their hands and seals this 19th day of August, 1965.

Signed, sealed and delivered in the presence of:

Ted Jennings

Harry A. Wiese, Sr.

Polly Jennings

State of South Dakota,
County of Hand ss.

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.

My commission expires Aug 15, 1970

Harry A. Wiese, Sr., Notary Public
South Dakota

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 Misc. Rec. page 515.

(seal)

Bernard L. Coss, Register of Deeds

PARCEL 1 LEGAL DESCRIPTION:
GOVERNMENT LOT 1 AND LOT 2 OF SECTION 4, TOWNSHIP 112 NORTH, RANGE 68 WEST
OF THE 5TH P.M., HAWK COUNTY, SOUTH DAKOTA.

SURVEYORS NOTES:

- THE FENCE ALONG THE SOUTH LINE IS 18" SOUTH OF THE DEED LINE.
- THE FENCE ALONG THE WEST SIDE IS OFF THE QUARTER LINE AS SHOWN IN THE DRAWING. THE BLW MONUMENT WAS LOCATED FOR AND WAS NOT ABLE TO BE FOUND. DISTANCES SET ALONG THE NORTH LINE WERE SET BY PROPORTIONATE MEASURE FROM A REPLACEMENT RESURVEY DONE BY THE DEPARTMENT OF INTERIOR.

Hwy 14


Certificate
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Surveyor under the laws of the State of South Dakota.

[Signature] 10/3/21

Eric B. Meyer
License Number 9093
My license expires on 5/31/2023
Pages of sheets drawn by this sheet: 1

CERTIFICATE OF SURVEY
GOVERNMENT LOT 1 AND 2 OF SECTION 4, TOWNSHIP 10 NORTH
RANGE 58 WEST, THE BLACK HILLS COUNTY, SOUTH DAKOTA.

DATE EDM 10/70/2021
ACRES EDM 211.9
SHEET 1 of 1

 **MEYER**
SURVEYING, LLC
SOUTH DAKOTA

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 SW¼NW¼ 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 SW¼SE¼ 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 NW¼ 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 Nancy Lewellen
Nancy Lewellen

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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 _____

E. U. Templeman

(unmarried) ~~husband and wife~~ for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto EAST RIVER ELECTRIC POWER CO-OPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative," whose post office address is Sioux Falls, 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:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Three (Sec. 3), Township One Hundred Twelve North (T-112-N), Range Sixty Eight West (R-68-W) of the Fifth Principal Meridian. Said transmission line to be constructed from east to west on or near and parallel to the North boundary line of the described land.

Section 3, Township 112 North

Range 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, on electric transmission and/or distribution line or system, to cut and trim 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, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation 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, 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:

Pole set in land which is under cultivation	\$5.00 each
Pole set in woodland	\$3.00 each
Pole set in swampland	\$1.00 each
Pole set in permanent pasture	\$1.00 each
Guy set in land subject to cultivation	\$5.00 each
Guy set in woodland	\$3.00 each
Guy set in swampland	\$1.00 each
Guy set in permanent pasture	\$1.00 each
Overhang where no poles or guys are set on land subject to cultivation at the rate of \$1.00 per pole.	

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:

It is further agreed that the owner is to be reimbursed for any losses of stock or damage to crops, livestock, or property caused by construction, reconstruction, repair, operation and maintenance of line on the above described land.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 3rd day of May, 195 1

E. U. Templeman

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 in the year 1951, before me personally appeared E. U. Templeman, known to me (or proved to me on the oath of F. L. Healey), to be the person who is described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

(Seal)

V. A. Horner

Notary Public, South Dakota.

My commission expires 1/17, 195 5

STATE OF SOUTH DAKOTA, County of Hand, ss.

Filed for Record this 24th day of October, 1951, at 10 o'clock A.M. and Recorded in Book 338 of _____ on Page 646

(Seal)

Martha L. Tamlyn

Register of Deeds.

By _____ Deputy

Fee \$ _____

**EASEMENT
TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT**

File No. 32-1268

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

Danforth Brothers (a partnership)

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto EAST RIVER ELECTRIC POWER CO-OPERATIVE, 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 2, 3, and 4, and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), and the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Three (Sec. 3), Township One Hundred Twelve North (T-112-N), Range Sixty Eight West (R-68-W) of the Fifth Principal Meridian.

Section 3 _____, Township 112 North _____,

Range 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, on electric transmission and/or distribution line or system, to cut and trim 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, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation 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, 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:

Pole set in land which is under cultivation _____	\$5.00 each
Pole set in woodland _____	\$3.00 each
Pole set in swampland _____	\$1.00 each
Pole set in permanent pasture _____	\$1.00 each
Guy set in land subject to cultivation _____	\$5.00 each
Guy set in woodland _____	\$3.00 each
Guy set in swampland _____	\$1.00 each
Guy set in permanent pasture _____	\$1.00 each
Overhang where no poles or guys are set on land subject to cultivation at the rate of \$1.00 per pole.	

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ 29th _____
day of _____ June _____, 195 1 _____

Danforth Brothers

By Charles Irving Danforth, a partner

Signed, sealed and delivered in the presence of:

State of South Dakota,

County of _____ Yankton _____ ss.

On this _____ 29th _____ day of _____ June _____ in the year _____ 1951 _____, before me personally appeared _____ Charles Irving Danforth _____, known to me (or proved to me on the oath of _____), to be the person who is described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

(Seal)

(Signature Illegible)

Notary Public, South Dakota.

My commission expires _____ 3/27/ _____, 195 4 _____

STATE OF SOUTH DAKOTA, County of _____ Hand _____, ss.

Filed for Record this _____ 24th _____ day of _____ October _____, 19 51 _____, at _____ 10 _____ o'clock _____ A. M.
and Recorded in Book _____ 338 _____ of _____ on Page _____ 644 _____.

(Seal)

Martha L. Tamblin

Register of Deeds.

By _____ Deputy

Fee \$ _____

MISCELLANEOUS RECORD No. 45

R7

HAND COUNTY, SOUTH DAKOTA

PRINTED BY BROWN & BAENDER, SIOUX FALLS, S.D. - 17322

VESTED DRAINAGE RIGHT FORM

1. Claimant of Vested Drainage Right: East River Electric Power Cooperative, Inc., 121 Southeast First Street, P.O. Drawer E, Madison, South Dakota 57042.
2. 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 SW $\frac{1}{4}$ NW $\frac{1}{4}$.
B. State the legal description of the land onto which the water is drained: NW $\frac{1}{4}$ of Sec. 3, Twp. 112 Rg. 68 in the County of Hand.
3. The man made modifications consist of See Attached Drawing.
4. State the general course and direction of the water flow by means of the drainage ditch: See Attached Drawing.
5. State the general course and direction of the natural flow: Same as section 4.
6. State any facts you believe relevant to the vested drainage rights: Surface water from substation site drains according to attached drawing.
7. The claimed drainage right has existed since: 8/21/1951.
Dated this 4th day of June, 1991.

Daryl E. Thorson
Manager, Engineering Services Dr

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.

(Seal)

My commission expires February 20, 1998

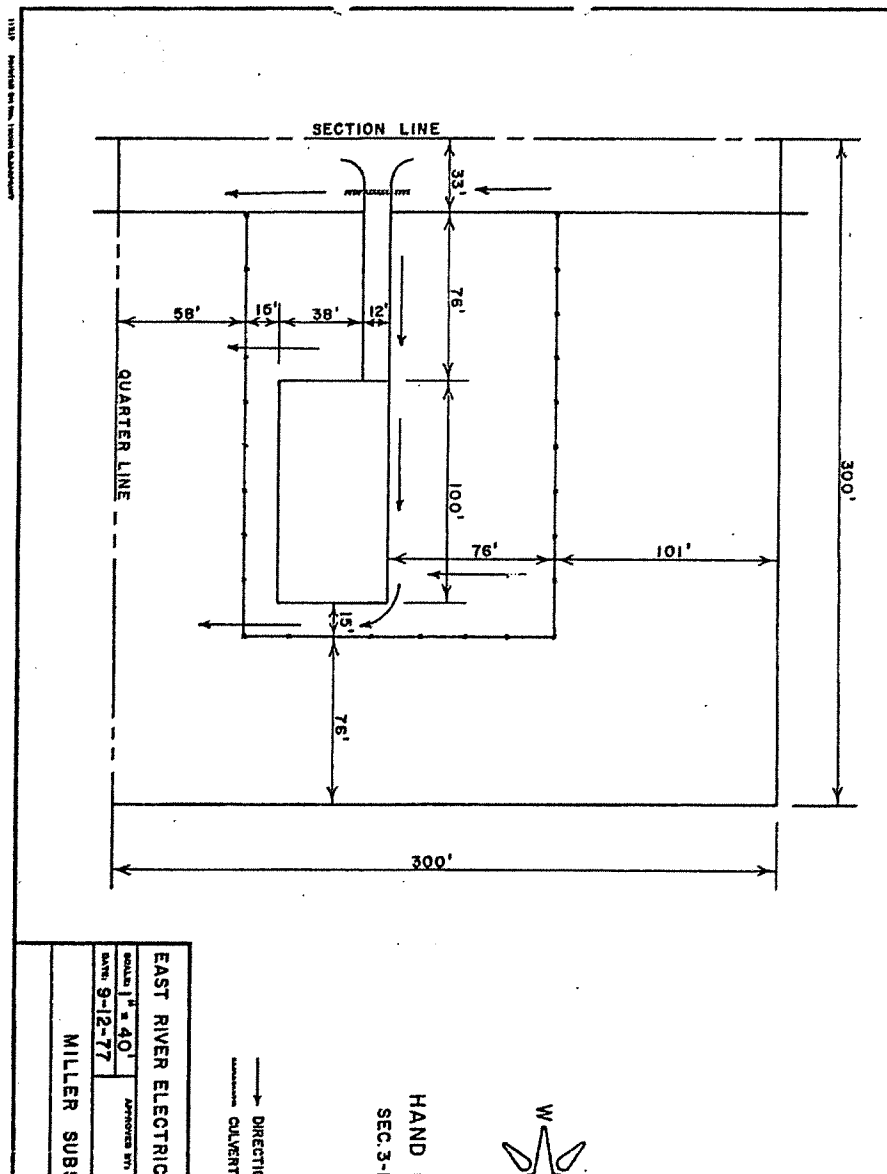
Jerry Morgan
Notary Public

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

* * * * *



EAST RIVER ELECTRIC
MILLER SUB
DATE: 9-12-77
APPROVED BY:

DIRECTIC
CALVERT

HAND
SEC. 3-1



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

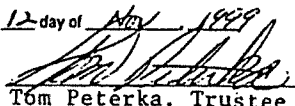
KNOW ALL MEN BY THESE PRESENTS:-
In consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Mid-Dakota Rural Water System, Inc., hereafter referred to as GRANTOR, to Tom Peterka as Trustee of the Howard J. Peterka Revocable Trust Agreement dated March 25, 1989 and Trustee of the Marilyn A. Peterka Revocable Trust Agreement dated March 25, 1989, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, the GRANTOR, for GRANTOR's heirs, successors and assigns does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE and its successors and assigns a perpetual easement over, across, and through the land of the GRANTOR, situated in _____ Hand _____ County, South Dakota, with the right to erect, construct, install and lay, and thereafter perpetually use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves and all other devices used in connection with the operation of a rural water system, said land being described as follows:

Government Lots 2 and 3 and the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 3 except Jennings Outlots 1 and 2 and except Outlots A, B and C, Evergreen Acres, in Sec. 3 of T112N R68W.

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

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his heirs, successors, and assigns by reason of the installation, operation, and maintenance of the structures or improvements referred to herein including, but not limited to loss of income. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his heirs, successors and assigns.

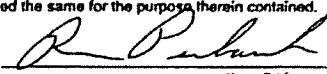
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 12 day of Nov, 1999

Tom Peterka, Trustee

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF _____)

On this the 12th day of November, 1999, before me, the undersigned officer, personally appeared the above signed, known to me or satisfactorily proven to be the person _____ whose name(s) is Tom Peterka, Trustee of the Howard J. Peterka Revocable Trust Agreement dated March 25, 1989 and Trustee of the Marilyn A. Peterka Revocable Trust Agreement dated March 25, 1989

subscribed to the within instrument and acknowledge that _____ he _____ executed the same for the purpose therein contained.
In witness whereof I hereunto set my hand and official seal.



Notary Public
Ronnie Pechacek
(Print Notary's Name)
My commission expires: Dec. 30 2004

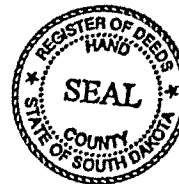
SEAL

STATE OF SOUTH DAKOTA, COUNTY OF HAND
Filed for record this 12th day of November A.D. 1999 at 4:00 o'clock P.M., and recorded in Book 49A of Misc., page 395.
(SEAL) Darlene Droz, Register of Deeds, by Mary Cahoon, Deputy

* * * * *

49A Misc page 395

1241
 STATE OF SOUTH DAKOTA
 COUNTY OF HAND } SS / St
 Filed for record this 12 day
 of November A.D. 20 01 at
10 o'clock A.M. and recorded
 in book 54 of Three page 25:27.
Devin Drog Register of Deeds
 By _____ Deputy
 Fee \$ 14.00 paid



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 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 Hand, 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

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is located.

Dated this 19th day of Sept, 2001.

Tom Peterka
Grantor Tom Peterka TRUSTEE

Grantor

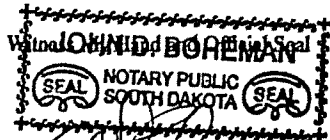
(Individual Acknowledgment)

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF HAND)

The foregoing instrument was acknowledged before me

this 19 day of SEPTEMBER,

2001 by Tom PETERKA
A MARRIED PERSON



John D. Boheman
Notary Public
My commission expires: Nov 10, 2006

R/W # 2001 262045D Job # 12TA731

Exchange Miller County Hand

1/4 Section NE & SE Section 3 Township 112 Range 68

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 ~~NE~~ Northeast Quarter of Section 3 except Jennings~~8~~ 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 Northfork Outlot, thence Southerly for a distance of 450 feet more or less, ~~XXXX~~ thence Easterly at a right angle for a distance of 25 feet and there terminating.

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. *Shella 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 14th day of April, 2011.

Glenn D. Walberg

Susan M. Walberg

State of South Dakota)

.ss

County of Hand)

On this 14th day of April, 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.

Nancy Lewellen
Nancy Lewellen

My commission expires: 9-2-2014



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 [Signature], Deputy

DRAINAGE TILE EASEMENT AGREEMENT

THIS DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 17 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. Unencumbered Title. Grantor warrants 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. Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.

4. Grantor Defined. 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. Covenants of Grantee. 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. Retained Rights. 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: 
Its Mayor

ATTEST:


Sheila Cross, Finance Officer

GRANTEE:

NORTHFORK RANCH

BY: 
Its Managing Partner

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.

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 Tekela Kerk, Deputy

DRAINAGE TILE EASEMENT AGREEMENT

THIS DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 7 day of ~~September~~^{October}, 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:

1. 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. Unencumbered Title. 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 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. Covenants of Grantee. 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. 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:

MILLER GOLF CLUB

BY: *Arroy Hunter*
Its President

CITY OF MILLER

BY: *Donald G. Galt*
Its Mayor



ATTEST:

Sheila Coss
Sheila Coss, Finance Officer

GRANTEE:

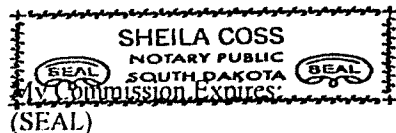
NORTHFORK RANCH

BY: *Gerry R. Hunter*
its *Gerry R. Hunter*

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

On this the 7 day of ^{October}~~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 hereunto set my hand and official seal.

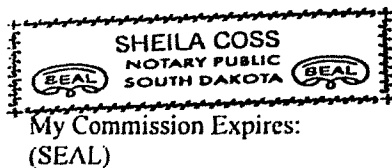


Sheila Coss
Notary Public

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

On this the 7 day of ^{October}~~September~~, 2013, before me, the undersigned officer, personally appeared Ronald Blachford, as Mayor of City of Miller, 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.

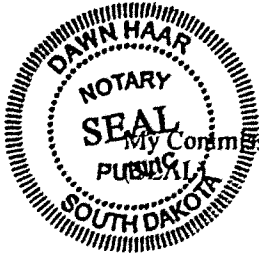


Sheila Coss
Notary Public

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

On this the 8th day of October, 2013, before me, the undersigned officer, personally appeared Jerry Peterka, as Its 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 hereunto set my hand and official seal.



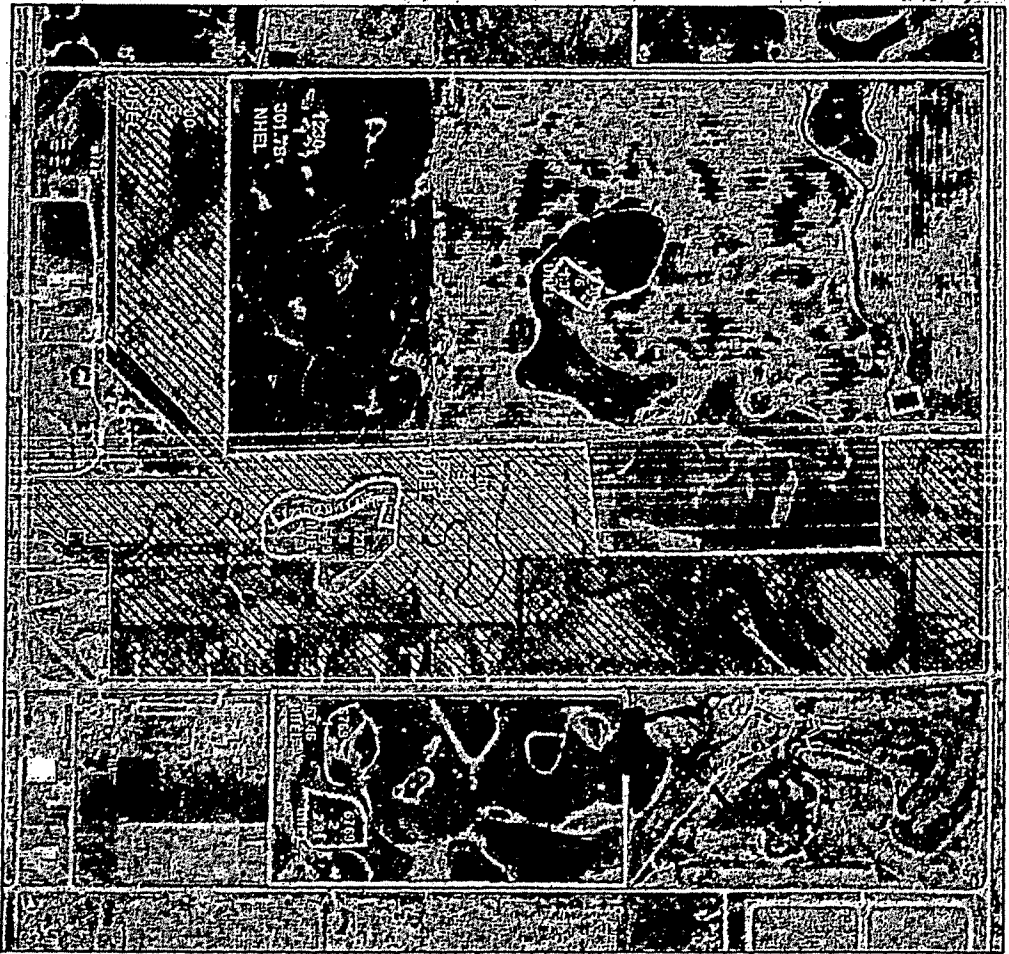
My Commission Expires: 4-26-2016

Alan Hear
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.

EXHIBIT A-2



USDA United States Department of Agriculture
Farm Service Agency

PLSS: 3-142N-68W
Farm: 4987

Hand County, SD

1:9,400

Disclaimer: Aerial photographs do not represent the size, shape or specific delineation of the area. The map is for general information only. It is not intended to be used for legal purposes and determinations, property lines, or other legal matters.

January 18, 2012



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



I 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
By [Signature], Deputy

Sewer Drainage Tile Easement Agreement

THIS SEWER DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 8th 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.
2. **Unencumbered Title.** 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 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 the 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. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assigns, 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

BY: 

Its Member

GRANTEE:

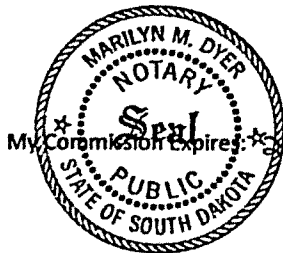

Jerry Peterka

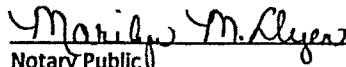

Honi Ann Peterka

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

On this the 8th 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.

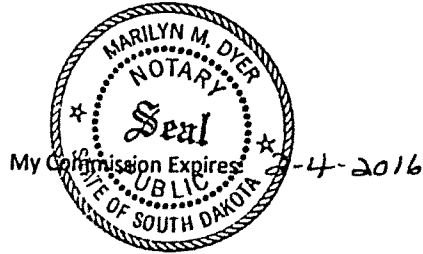



Notary Public

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

On this the 8th 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.



Marilyn M. Dyer
Notary Public

EXHIBIT A-1

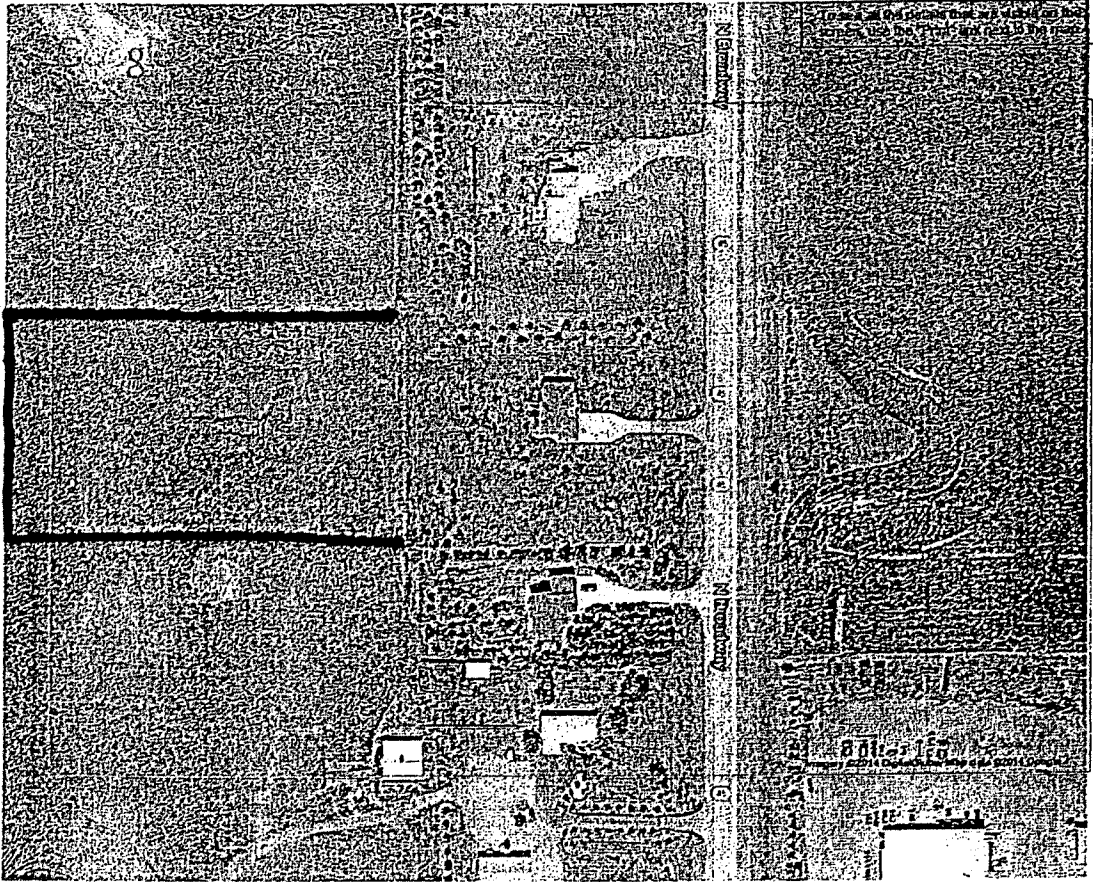
.....

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.

EXHIBIT A-2





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 Maria J. McGeorge, 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 (N½SW¼) 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:

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 6 day of SEPTEMBER, in the year 20 17.

Tom Peterka
Northfork Ranch, LLC
Tom Peterka, Member/Registered Agent

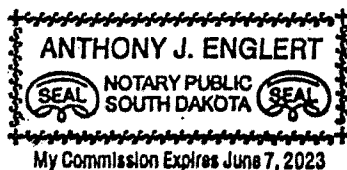
AJE

State of SOUTH DAKOTA)
County of HAND) SS

On this 6 day of SEPTEMBER, 20 17, before me 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 Member/Registered Agent, 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.

My commission expires _____

Anthony J. Englert
Notary Public, State of SOUTH DAKOTA



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 SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT Lots H1 and H2, in Section 3, Township 112 North, Range 68.

and

The NE $\frac{1}{4}$ SE $\frac{1}{4}$, 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 Nancy 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. 22-1268

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

A. B. Cahalan and Alice C. Cahalan

~~known as~~ (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto EAST RIVER ELECTRIC POWER CO-OPERATIVE, 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:

The East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$), and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Three (Sec. 3), Township One Hundred Twelve North (T-112-N), Range Sixty Eight West (R-68-W) of the Fifth Principal Meridian.

Section 3, Township 112 North

Range 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, on electric transmission and/or distribution line or system, to cut and trim 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, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation 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, 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:

Pole set in land which is under cultivation	\$5.00 each
Pole set in woodland	\$3.00 each
Pole set in swampland	\$1.00 each
Pole set in permanent pasture	\$1.00 each
Guy set in land subject to cultivation	\$5.00 each
Guy set in woodland	\$3.00 each
Guy set in swampland	\$1.00 each
Guy set in permanent pasture	\$1.00 each
Overhang where no poles or guys are set on land subject to cultivation at the rate of \$1.00 per pole.	

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 2nd day of May, 195 1.

A. B. Cahalan

Alice C. Cahalan

Signed, sealed and delivered in the presence of:

F. L. Realey

State of South Dakota,

County of Hand ss.

On this 4th day of May, in the year 1951, before me personally appeared A. B. Cahalan and Alice C. Cahalan, known to me (or proved to me on the oath of F. L. Realey), to be the person who is described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

(Seal)

V. O. Harner

Notary Public, South Dakota.

My commission expires January 17, 195 4.

STATE OF SOUTH DAKOTA, County of Hand, ss.

Filed for Record this 24th day of October, 19 51, at 10 o'clock A. M.
and Recorded in Book 33K of _____ on Page 645

(Seal)

Martha L. Tambllyn

Register of Deeds.

By _____ Deputy

Fee \$ _____

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 T. K. K. K., Deputy

DRAINAGE TILE EASEMENT AGREEMENT

THIS DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 7 day of ^{October}~~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:

1. 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. Unencumbered Title. 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 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. Covenants of Grantee. 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. 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:

MILLER GOLF CLUB

BY: Henry Hunter
Its President

CITY OF MILLER

BY: Forrest G. Goff
Its Mayor



ATTEST:

Sheila Coss
Sheila Coss, Finance Officer

GRANTEE:

NORTHFORK RANCH

BY: _____

Gerry R. Hunter
118 *G. Hunter*

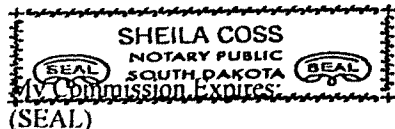
STATE OF SOUTH DAKOTA)

) ss.

COUNTY OF HAND)

On this the 7 day of ^{October}~~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 hereunto set my hand and official seal.



Sheila Coss
Notary Public

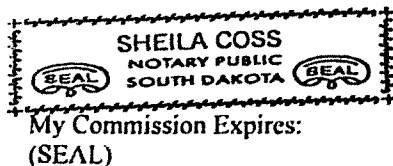
STATE OF SOUTH DAKOTA)

) ss.

COUNTY OF HAND)

On this the 7 day of ^{October}~~September~~, 2013, before me, the undersigned officer, personally appeared Ronald Blachford, as Mayor of City of Miller, 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.

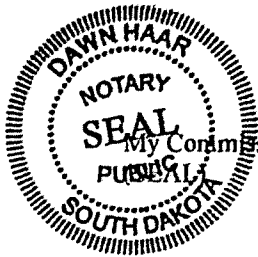


Sheila Coss
Notary Public

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

On this the 8th day of October, 2013, before me, the undersigned officer, personally appeared Jerry Peterka, as Its 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 hereunto set my hand and official seal.



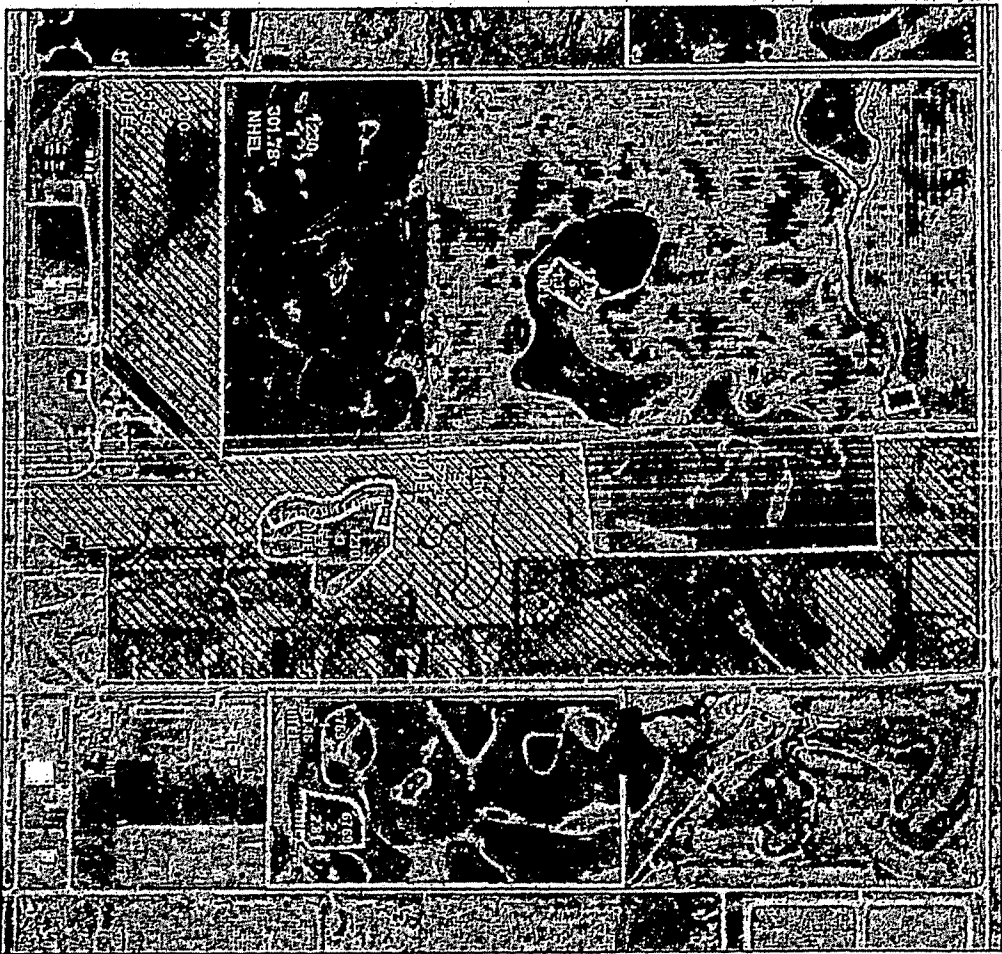
My Commission Expires: 4-26-2016

Klaus Heer
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.

EXHIBIT A-2



USDA United States Department of Agriculture
Farm Service Agency

January 18, 2012

PLSS: 3-112N-68W
Farm: 4097

Hand County, SD
1:9,400

Disclaimer: Aerial imagery is not intended to be used for any purpose other than the determination of the area.
Refer to your original map and/or aerial photograph for more information and details.
Boundaries and designations of political entities.



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 Thomas J. Hargens, Deputy

DRAINAGE TILE EASEMENT AGREEMENT

THIS DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 17 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. Unencumbered Title. Grantor warrants 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. Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to install and maintain the described drainage facilities.

4. Grantor Defined. 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. Covenants of Grantee. 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. Retained Rights. 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: 
Its Mayor

ATTEST:


Sheila Coss, Finance Officer

GRANTEE:

NORTHFORK RANCH

BY: 
Its Managing Partner

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

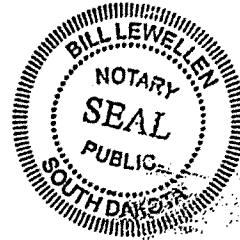
On this the 19th day of March, 2014, before me, the undersigned officer, personally appeared Ronald Blachford, as Mayor of City of Miller, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

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

Bill Jewell
Notary Public

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

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



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.

Bill Sweller
Notary Public

My Commission Expires: 1-9-18
(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

Lot 1

PLSS: 3_112N_68W

Farm: 4997

Hand County, SD

1:9,400

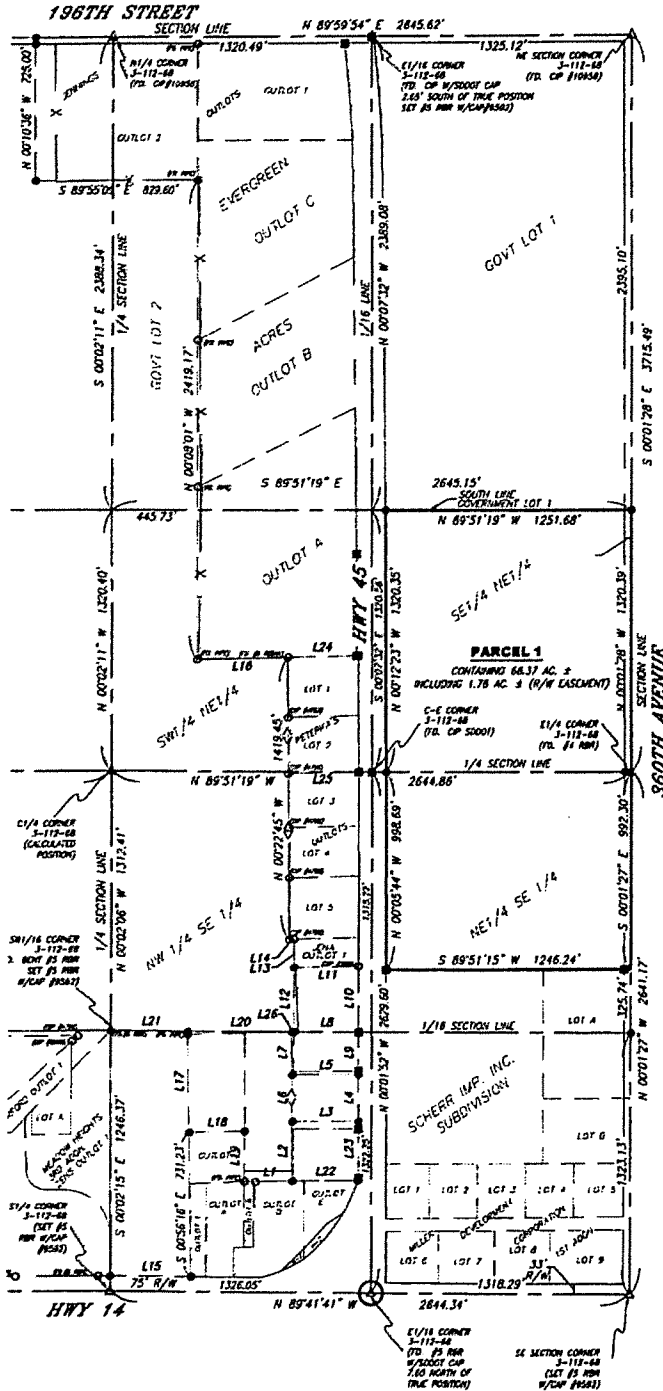


Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.
Refer to your original determination (CPA-026 and attached maps) for exact wetland
boundaries and determinations, or contact NRCS

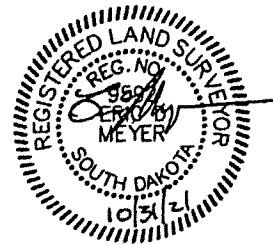
Prepared by:
Eric D. Meyer, RLS 9592
45246 SD Hwy 44
Parker, South Dakota 57053
Phone: (605) 310-9401



I certify the within instrument was filed for record
Doc: 202101073 Book: 91 MISC Page: 284-284
Hand County, SD Rec Fee: \$20.00 Trans Fee: \$0.00
Recorded and Filed 12/9/2021 at 3:30 PM File #
Suzy Wernemann, Register of Deeds
By _____, Deputy



PARCEL 1 LEGAL DESCRIPTION:
THE SE 1/4 OF THE NE 1/4 AND THE E 1/2 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., EXCEPT LOT 14-1 IN THE SE 1/4 NE 1/4 OF SECTION 3-112-68 AND LOT 14-1 IN THE E 1/2 SE 1/4 OF SECTION 3-112-68, AS SET FORTH IN BOOK 94 DEEDS, PAGE 808, AND BOOK 3 OF PLATS, PAGES 15-16;
EXCEPT B.W. SCHERR DBA SCHERR IMP. INC. SUBDIVISION IN THE E 1/2 SE 1/4 OF SECTION 3-112-68, AS SHOWN ON THE PLAT RECORDED IN BOOK 3 OF PLATS, PAGE 147;
EXCEPT LOT 14-3 OF THE SE 1/4 NE 1/4 AND LOT 14-2 OF THE E 1/2 SE 1/4 OF SECTION 3-112-68;
EXCEPT HALLER DEVELOPMENT CORPORATION'S 1 ADDITION IN THE SE 1/4 OF SECTION 3-112-68, AS SHOWN ON THE PLAT RECORDED IN BOOK 3 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 6 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 6 OF PLATS, PAGE 57;
SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.



NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
BASIS OF BEARINGS IS NAD-83/2011.

Certified:
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Surveyor under the laws of the State of South Dakota.
Eric D. Meyer
Surveyor Number 9592
My license renewed date is 8/31/2023
Pages of sheets covered by this survey: 1
Date: 10/31/21

CERTIFICATE OF SURVEY
SE 1/4 NE 1/4 AND E 1/2 SE 1/4 SECTION 3, TOWNSHIP 112 NORTH, RANGE 68 WEST OF THE 5TH P.M., HAND COUNTY, SOUTH DAKOTA
Survey by: EDM Date: 10/20/2021 Sheet No.: 21128
Checked by: EDM Date: 10/20/2021 Sheet No.: 1 of 1
Permanent by: MEYER
Plotted (Date) 10/20/2021

WARRANTY DEED RECORD No. 106

SHORT STATUTORY FORM

Arthur B. Cahalan and wife Esther Q. Cahalan

, Grantor S,of Hand County, State of South Dakota
for and in consideration of One Dollar and other valuable considerationDOITORS,
GRANTS, CONVEYS AND WARRANTS TO Millerd W. Rediger and wife Doris M. Rediger, as
joint tenants, with right of survivorship, but not as tenants in common, Grantee S
of Miller, South Dakota P. O., the following describedreal estate in the County of Hand, in the State of South Dakota:
South One-half (S½) and South one-half of Northwest Quarter (S½ of NW¼) of Section
Two (2), and East one-half of Southeast Quarter (E½ of SE¼) and Southeast Quarter
of Northeast Quarter (SE¼ of NE¼) of Section Three (3), all in Township One Hundred
Twelve (112) North, Range Sixty-eight (68), W½st of the 5th E.M., containing 518.70
acres more or less,

Subject to the reservations of one-half of all mineral and oil rights thereto.

Grantor nor any member of his family 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.This conveyance is in compliance with a certain Contract For Deed, covering the
above described real estate, dated the 22nd day of April, 1967, and entered into be-
tween the above grantor and grantees named therein.

Transfer fee: \$52.00 6-27-74

Dated this 22nd day of April
Arthur B. Cahalan
Esther Q. CahalanSTATE OF SOUTH DAKOTA } ss.
County of Hand } On this the 22nd
in the year 1967, before me, John P. Bushfield
personally appeared Arthur B. Cahalan and wife Esther

known to me or satisfactorily proven to be the persons whose names are

in instrument and acknowledged that they executed the same for the purposes therein contained.

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

John P. Bushfield

Notary Public.

My commission expires 12/27/74, 19 County, STATE OF } ss.
County of }

STATE OF SOUTH DAKOTA, County of Hand, ss.

OFFICE OF REGISTER OF DEEDS

Filed for record this 27th day of June A. D. 1974, at 11:35 o'clock A. M.,
and recorded in Book 106, Page XXX 422

Barbara Alley

Register of Deeds.

By Deputy.

Miller
S 1/2
of
E 1/2
of
S 1/2
of
NE 1/4
of
SE 1/4
of
NE 1/4
of
Section 3
T 112 N
R 68 W
1/2
of
5th E.M.

WARRANTY DEED RECORD No. 106

SHORT STATUTORY FORM

75

George M. Cahalan; William D. Cahalan; and Carrol Nelson

, Grantor s,

of Hand County, State of South Dakota

for and in consideration of

One Dollar love and affection

DOLLARS,

GRANTS, CONVEYS AND WARRANTS TO Arthur B. Cahalan of Miller, S. Dakota reserving quit claim interest in any oil and materials thereon the South Half (S $\frac{1}{2}$) of Sec. two (2); South half (S $\frac{1}{2}$) of the Northwest quarter of Sec. 2 and East 1/4 Southeast Quarter of Sec. 3 all in Township South east 1/4 of North East 1/4 of Section Three (3) all in Township One Hundred-Twelve (112) North of Range sixty-eight; West of the 9th the following described real estate in the County of Hand, in the State of South Dakota:

(S $\frac{1}{2}$ Sec 2, S $\frac{1}{2}$ of NW $\frac{1}{4}$ of 2, E $\frac{1}{2}$ of SE $\frac{1}{4}$ & SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec 3-112-68

The grantors have never lived, nor any of their families on the above described land nor do they now have they ever held the same as a homestead nor do they at the present time.

This conveyance is made subject to any liens or encumbrances now or heretofore existing and without our warranty and this instrument is a quit claim deed so far as our interests. Also this conveyance is made covering the Northwest quarter (NW $\frac{1}{4}$) of section twenty three (23) in township One Hundred twelve (112) North of range sixty eight (68) West of the 5th P.M.

This corrective instrument is made and no documentary stamps apply.

Dated this 21st day of April, 1967

George M. Cahalan

William D. Cahalan

Carroll Nelson

STATE OF South Dakota

County of Hand

ss.

On this the 21st day of April

in the year 19 67, before me, James I. Hare, the undersigned officer, personally appeared George M. Cahalan, William D. Cahalan, Carroll Nelson

known to me or satisfactorily proven to be the person s whose name s s subscribed to the within instrument and acknowledged that t he y executed the same for the purposes therein contained.

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

My commission expires 12/74

, 19

James I. Hare

James I. Hare

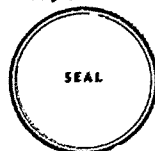
Notary Public.

County, South Dakota

STATE OF ~~SOUTH DAKOTA~~

County of

ss.



STATE OF SOUTH DAKOTA, County of Hand, ss.

OFFICE OF REGISTER OF DEEDS

Filed for record this 24th day of April A.D. 19 67, at 8:20 o'clock A.M., and recorded in Book 106, Page 75



Barbara Alley

Register of Deeds.

By Deputy.

DOTRW-84 (7-99)

WARRANTY DEED

Project No. P 0045(23)112 PCEMS No. 5635 Parcel No. 10, 13
 County Hand

Bernard W. Scherr

of Hand County, State of South Dakota Grantor
 consideration of One Dollar and other valuable considerations (\$1.00) DOLLARS GRANTS, CONVEYS
 AND WARRANTS to South Dakota Department of Transportation
700 East Broadway Avenue
 Grantee of Pierre, South Dakota 57501-2586 P.O.,
 the following described real estate in the County of Hand in the
 State of South Dakota:

Lot H2 in the NE 1/4 SE 1/4 of Section 3, Township 112 North, Range 68 West of the 5th P.M. except BW
 Scherr Subdivision contained therein, Hand County, South Dakota.

Lot H2 contains 0.56 acre, more or less.

Lot H2 in the SE 1/4 NE 1/4 of Section 3, Township 112 North, Range 68 West of the 5th P.M., Hand County,
 South Dakota.

Lot H2 contains 0.73 acre, more or less.

Dated this 17th day of October, 2001.

Bernard W. Scherr

ACKNOWLEDGMENT

EXEMPT FROM
 TRANSFER FEE
 SDCL 43-4-22(2)

STATE OF South Dakota)
) SS
 COUNTY OF Hand)

On this 17th day of October, in the year 2001, before me a Notary
 Public within and for said County and State, has personally appeared
Bernard W. Scherr, known to me to be
 the person who is described in, and who executed the within instrument and
 acknowledged to me that he executed the same.

(SEAL)

David J. Mensch
 Notary Public

My Commission Expires: Apr 10, 2007

STATE OF SOUTH DAKOTA, COUNTY OF HAND

Filed for record this 30th day of October, A.D. 2001 at 11:00
 o'clock A.M., and recorded in Book 116 of Deeds, page 284.

(SEAL) Darlene Droz, Register of Deeds

* * * * *

116 Deeds - page 284

DOTRW-86 (7-99)

QUIT CLAIM DEED - FEE TITLE

Project No. P 0045(23)112 PCEMS No. 5635 Parcel No. 10, 13
 County Hand

Howard S. Peterka Grantor
 of Hand County, State of South Dakota for and in
 consideration of One Dollar and other valuable considerations (\$1.00) DOLLARS CONVEYS AND
 QUITCLAIMS to South Dakota Department of Transportation
700 East Broadway Avenue
 Grantee of Pierre, South Dakota 57501-2586 P.O.,
 the following described real estate in the County of Hand in the
 State of South Dakota:

Lot H2 in the NE 1/4 SE 1/4 of Section 3, Township 112 North, Range 68 West of the 5th P.M. except BW
 Scherr Subdivision contained therein, Hand County, South Dakota.

Lot H2 contains 0.56 acre, more or less.

Lot H2 in the SE 1/4 NE 1/4 of Section 3, Township 112 North, Range 68 West of the 5th P.M., Hand County,
 South Dakota.

Lot H2 contains 0.73 acre, more or less.

x I do not want my name on the warranty.

Dated this 17th day of October, 2001

x Howard S. Peterka

ACKNOWLEDGMENT

EXEMPT FROM
 TRANSFER FEE
 SDCL 43-4-22(2)

STATE OF South Dakota
 COUNTY OF Hand

)
) ss

On this 17th day of October, in the year 2001, before me a Notary
 Public within and for said County and State, has personally appeared
Howard S. Peterka, known to me to be
 the person who is described in, and who executed the within instrument and
 acknowledged to me that he executed the same.

(SEAL)

David J. Mensch
 Notary Public
 My Commission Expires: April 10, 2007

STATE OF SOUTH DAKOTA, COUNTY OF HAND
 Filed for record this 30th day of October, A.D. 2001 at 11:00
 o'clock A.M., and recorded in Book 116 of Deeds, page 285.
 (SEAL) Darlene Droz, Register of Deeds

* * * * *

116 Deeds - page 285

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.

By Nancy 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 Danforth Brothers (a partnership) (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto EAST RIVER ELECTRIC POWER CO-OPERATIVE, 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 2, 3, and 4, and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), and the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Three (Sec. 3), Township One Hundred Twelve North (T-112-N), Range Sixty Eight West (R-68-W) of the Fifth Principal Meridian.

Section 3, Township 112 North, Range 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, on electric transmission and/or distribution line or system, to cut and trim 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, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation 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, 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:

Pole set in land which is under cultivation	\$5.00 each
Pole set in woodland	\$3.00 each
Pole set in swampland	\$1.00 each
Pole set in permanent pasture	\$1.00 each
Guy set in land subject to cultivation	\$5.00 each
Guy set in woodland	\$3.00 each
Guy set in swampland	\$1.00 each
Guy set in permanent pasture	\$1.00 each
Overhang where no poles or guys are set on land subject to cultivation at the rate of \$1.00 per pole.	

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 29th day of June, 1951

Danforth Brothers

By Charles Irving Danforth, a partner

Signed, sealed and delivered in the presence of:

State of South Dakota,

County of Yankton SS.

On this 29th day of June, in the year 1951, before me personally appeared Charles Irving Danforth, known to me (or proved to me on the oath of _____), to be the person who is described in, and who executed the within instrument and acknowledged to me that he (or they) executed the same.

(Seal)

(Signature Illegible)

Notary Public, South Dakota.

My commission expires 3/27/, 1954

STATE OF SOUTH DAKOTA, County of Hand, ss.

Filed for Record this 24th day of October, 1951, at 10 o'clock A.M.
and Recorded in Book 334 of _____ on Page 644

(Seal)

Martha L. Tamblyn

Register of Deeds.

By _____ Deputy

Fee \$ _____

1241
 STATE OF SOUTH DAKOTA } SS / St
 COUNTY OF HAND
 Filed for record this _____ day
 of November A.D. 20 01 at
10 o'clock A.M. and recorded
 in book 54 of Three page 25-27.
Verla Althoff Register of Deeds
 By _____ Deputy
 Fee \$ 14.00 paid



54 Misc - page 25-27

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 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 Hand, 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 26204 SD

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is located.

Dated this 19th day of Sept, 2001.

Tom Peterka
Grantor Tom Peterka TRUSTEE

Grantor

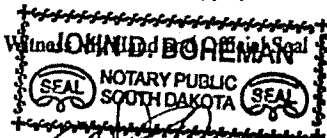
(Individual Acknowledgment)

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF HAND)

The foregoing instrument was acknowledged before me

this 19 day of SEPTEMBER

20 01 by Tom PETERKA
A MARRIED PERSON



Notary Public
My commission expires: My Commission Expires
Nov 10, 2006

R/W # 2001 262045TD Job # 12TA731

Exchange Miller County Hand

1/4 Section NE & SE Section 3 Township 112 Range 68

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 ~~NE~~ Northeast Quarter of Section 3 except Jennings~~8~~ 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 Northfork Outlot, thence Southerly for a distance of 450 feet more or less, ~~XXXX~~ thence Easterly at a right angle for a distance of 25 feet and there terminating.

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. Shella 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 14th day of April, 2011.

Glenn W. Walberg
Susan M. Walberg

State of South Dakota)

.ss

County of Hand)

On this 14th day of April, 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.

Nancy Lewellen
Nancy Lewellen

My commission expires: 9-2-2014



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.

By 
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 $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Three (3), Township One Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5th P.M.

This easement 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 grantee, 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
(Seal)

Herbert A. Heidepriem
Notary Public

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 D. 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 (SW $\frac{1}{4}$ SE $\frac{1}{4}$) 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 above-described 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 (E $\frac{1}{2}$) 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



I 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

By [Signature] 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. **Unencumbered Title.** Grantors warrant that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

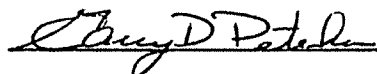
3. Operations and Maintenance. The installation, operation and maintenance of the waterline and drainage tile described herein and located within the Easement Property shall be the responsibility of the Grantee. Grantors acknowledge and agree that the Grantee has the right to enter the Easement Property to install and maintain the described water and drainage facilities.
4. Grantors Defined. 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 the 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. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assigns, 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

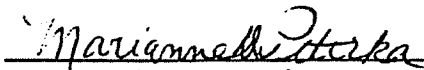
BY: 
Its Member


Garry D. Peterka


Lori A. Peterka

GRANTEE:


Tom J. Peterka



Marianne D. Peterka

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

On this the 15 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.


Notary Public

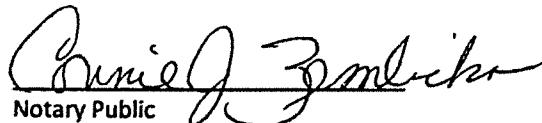
My Commission Expires: 8-20-2015



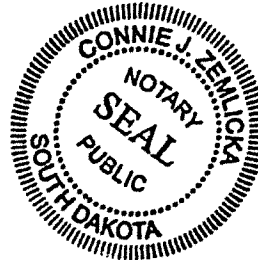
STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF HAND)

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.


Notary Public

My Commission Expires: 8-20-2015



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

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.

Connie J Zemlicka
Notary Public

My Commission Expires: 8-20-2015

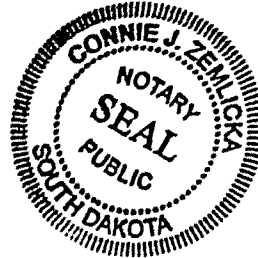


EXHIBIT A-1

.....

Land Description: Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68) West of the 5th P.M., Except Lot H1.

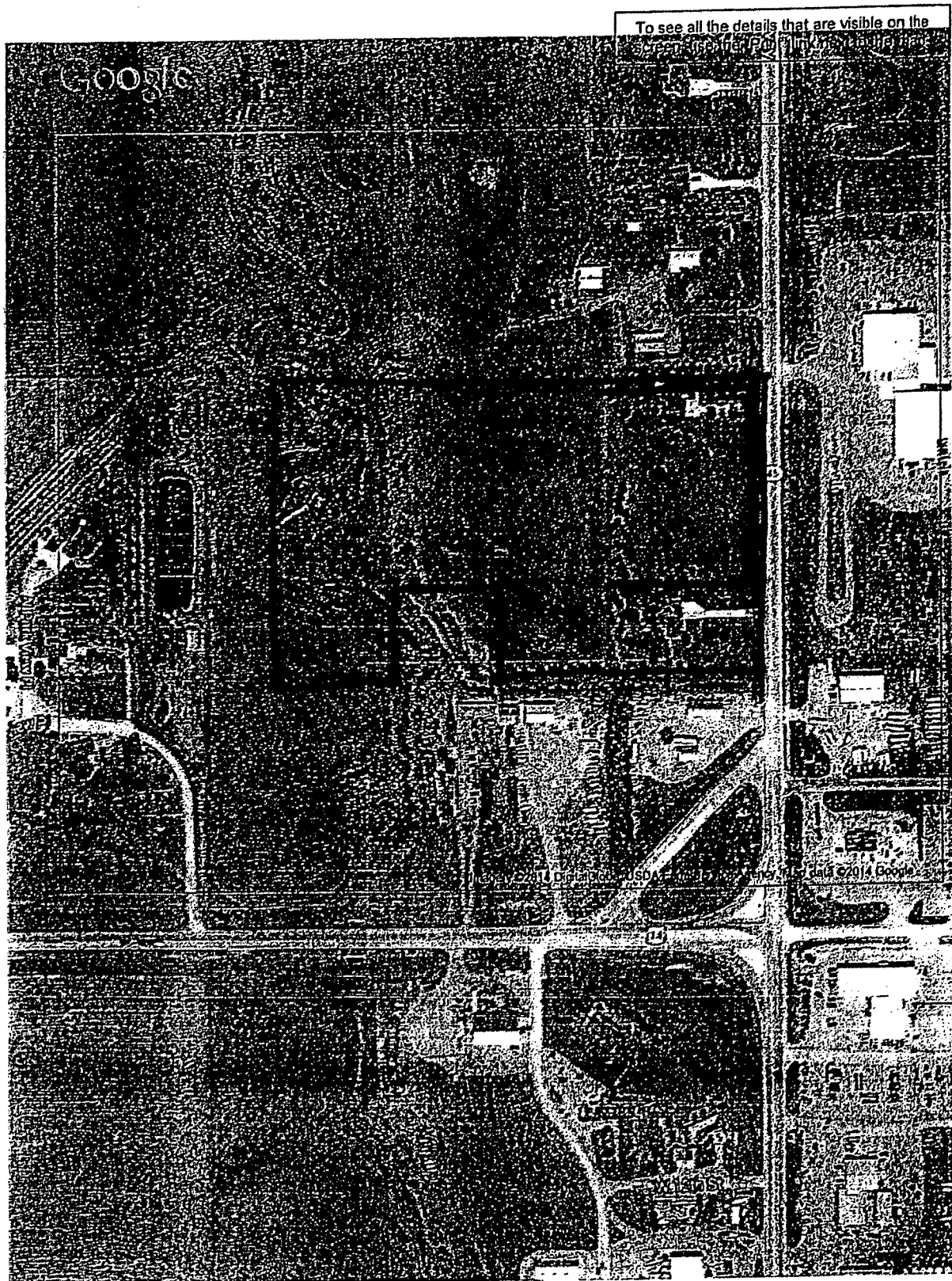
Sewer Easement Description: As shown in Exhibit A-2 hereto attached and shaded in orange.

All of Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 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 $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 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.

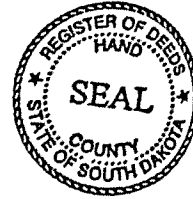
EXHIBIT A-1

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 $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 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 DeAnn Hargens
By _____, Deputy

Sewer Drainage Tile Easement Agreement

THIS SEWER DRAINAGE TILE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 15TH 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. **Unencumbered Title.** 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 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 the Easement Agreement, however, no 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. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantors, and their successors and assigns, 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 defined by the 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

BY: 

Its Member

GRANTEE:


Gary D. Peterka

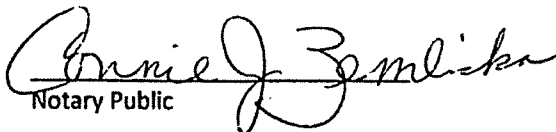

Lori A. Peterka

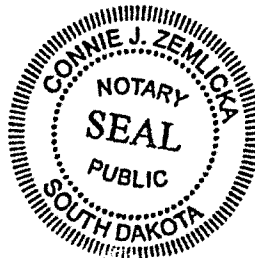
STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF HAND)

On this the 15TH 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: 8-20-2015


Notary Public



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

On this the 15TH 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: 8-20-2015

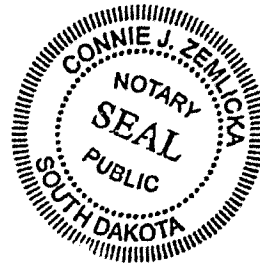


EXHIBIT A-1

.....

Land Description:

The North 500 feet of Outlot (E) of the East Half of the Southwest Quarter of the Southeast Quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 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 $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 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 $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 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 $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 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

