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.
- The total liability of Hand County Title Company, Inc., hereunder is limited to the amount paid for this Report.

HAND COUNTY TITLE COMPANY, INC.

Nancy Leveller

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

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

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

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

LOTS ONE (1) AND TWO (2) OF THE NORTHEAST QUARTER (NE1)
Section FOUR (4) Township ONE HUNDRED TWELVE (112) NORTH Range SIXTY EIGHT (68) WEST OF THE STH P.M.

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 in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise ggree to the joint use or occupancy of the line or system by any other person, association or corpor ation for electrification or

telephone purposes.

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

erative, removable at the option of the Cooperative.

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

Two-pole structure set on land subject to cultivation......\$20.00 each
Pole set in land which is under dultivation......\$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 shere 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,
respair. operation or maintenance of the transmission line on the above described lands.

rspair, operation or maintenance of the transmission line on she 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, theundersigned have set their hands and seals this 19th day of August, 1965.

Signed, sealed and delivered in thepresence of:

Ted Jennings

Harry A. Wiese, Sr.

Polly Jennings

State of South Dakta. CountyofHand

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

(seal)

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

My commission expires Aug 15, 1970

STATE OF SOUTH DAKOTA, County of Hand:ss.

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

Bernard L. Coss, Hegister of Deeds

Prepared by: Eric D. Meyer, R.L.S. 9592 45245 SD Hwy 44 Parker, South Dakota 57053 Phone: (605) 310-9401 I certify the within instrument was filed for record Doc: 202101074 Book: 91 MISC Page: 285-385 Hand County, SD Rec Fee: \$30.00 Trans Fee: \$40.00 Recorded and Filed 12/9/2021 at 3:30 PF. File Sury Warnsmann, Register of Deeds 196TH STREET 1350.40' SECTION LINE

1370.00'(R) h1/4 ccmer /
6-117-12
(SCT f5 MM N/CM/3502) N 89'55'56' E 2587.23' 2528.79'(R) N 89'55'36" E 2700.98' 2640.00'(R) 1350.48'-1320.00'(R) 1236.71' 1208.79'(R) 1350.48* 1320.00'(R) HE SECTION COMER - 3-112-48 (10. CP 11/MLH CP) MR SECTION COMMON 6-113-53 (73: CP R/BLN CV) GOVT LOT 1 covi^{t Lot 4} 60'N LOT 2 cont Lot 3 2366.22 PARCEL 1 N 00.00.29 E CONTAINING 148.65 AC. ±
INCLUDING 1.83 AC. ± (R/W EASEMENT) 1236.71" 1369.23 1340.17 5 83 47 23° E 2607.04 × 5 89'47'23' SSRTH AVENUE UNE CONDIMIENT LOTS SSSTH AVENUE SIP HEILS 51/2 HH /4 122.15 81/8 COMEN '4-117-10 (TO CP W/RLH CA) 61/4 COMES 4-113-44 (FD. OF H/NLH CAS) CI/A CORNER 4-112-08 (CACCULATES POSITION) 1/4 LEVE S 89'45'35" E 2618.25" S 89°45°35° € 2673.54° 3M7 +/1 7643.59 ċķ₁¦₄ SEI! 0012 SURVEYORS NOTES: 1. THE FENCE ALONG THE SOUTH LINE IS 18' SEATH OF THE GLED LINE.
2. THE THREE ALONG THE WEST SIZE IS OFF THE GAMBER LINE AS SHOOD OWNING. THE REAL WOMEN THE SECURITY LINE WEST STATEMENT WAS LIGHTED FOR HID WAS NOT ABLE FORCE. DISTURCES SET ALONG THE ARRITH LINE WEST SET BY PROPER MACHINE THREE AS DOOR AS THREE COMPRISED IN COMPARISON OF THE COMPARISON OF THE SECURITY OWNING BY THE COMPARISON OF THE SECURITY OWNING THE SECURITY OWNING BY THE COMPARISON OF THE SECURITY OWNING THE SECURITY OWNING BY THE SECURITY OWNING BY THE SECURITY OWNING BY THE SECURITY OF THE SECURI 1 SECTION UNE H 89'44'33" W 2647.82" MEYER PR 21128 600 SCALE: 1"= 600"

PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 2

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc. 111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To:

Advantage Land Company

517 6th Street

Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

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

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

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

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

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

NONE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HAND COUNTY TITLE COMPANY, INC.

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

ENOW ALL MEN BY THESE PRESENTS, that we, the undersigned E. U. Templement and the consideration, the receipt whereof is hereby acknowle hereby, grant unto EAST RIVER ELECTRIC POWER CO-OPERATIVE, INC., a cooperative corporation (he realled the "Cooperative," whose post office address is \$1.000 Fall.8 South Dakota, and to its successigns, 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 (Sid) of Section Three (Sic. 3), Township One Hundred Twelve North (T-112-N), Range Sixty Eight West (R-68-M) of the fifth Principal Meridian. Said transmission line to be constructed from each to west on or near and parallel to the North boundary line of the described land. Section Section Section General Section General Section The State of the State F. K. and to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all street or highways abutting said lands, on electric transmission and/or distribution line or system, to cut and trim trees as bery located within thirty feet of the center line of said line or system, or that may interfere with or to endanger the operation and maintenance of said line or system, and to lense, permit, or otherwise agree to the or occupancy of the line or system by any other person, association or corporation for electrification or telephone put The undersigned agree that ally poles, wires and other facilities, installed on the above described lands at the Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system Pole set in swampland The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system Pole set in swampland Fole set in model and the state of the counter of the above described lands and that the said and a special propersity of the counter of the above described lands of the state of sucurbance and subject to
(unmarried) firstsongerEXPERIENTO a good and valuable consideration, the receipt whereof is hereby acknowle hereby grant unto EAST RIVER ELECTRIC POWER CO-OPERATIVE, INC., a cooperative corporation (he called the "Cooperative" whose post office address is Sioux Falls, South Dakota, and to its successigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of
called the "Cooperative," whose post office address is Sigux Falls
tate of South Dakots, and more particularly described as follows: The Southwest Quarter (SW\$) of Section Three (S\$\tilde{B}\tilde{C}\tilde{S}\tilde{C}\tilde{S}\tilde{C}\tilde{S}\tilde{S}\tilde{C}\tilde{S}\tild
The Southwest Quarter (SH2) of Section Three (Sec. 3), Township One Hundred Twelve North (T-12-N), Range Sixty Eight West (R-68-N) of the "lith Frincipal 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. 2 , Township 112 North ange 68 West of the 5th P. N. ange 12 North 112 North ange 68 West of the Sth P. N. ange 12 North 12 North 12 North 12 North 12 North 12 North 13 North 14
Hundred Twelve North (T-112-N), Range Sixty Eight West (R-68-W) of the "ifth 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. 2 , Township 112 North
from east to west on or near and parallel to the North boundary line of the described land. 2
from east to west on or near and parallel to the North boundary line of the described land. 2
ange 68 West of the 5th P. K. Id to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all street highways abutting said lands, on electric transmission and/or distribution line or system, to cut and trim trees as any located within thirty feet of the center line of said line or system, or that may interfere with or endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the occupancy of the line or system by any other person, association or corporation for electrification or telephone put. The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system sympletely constructed, in accordance with the following schedule: Pole set in land which is under cultivation \$5.00 each Pole set in swampland \$1.00 each Pole set in swampland \$1.00 each Guy set in land subject to cultivation \$5.00 each Guy set in woodland \$1.00 each Guy set in swampland \$1.00 each Guy set in permanent pasture \$1.
ange 68 West of the 5th P. M. ad to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all stree highways abulting said lands, on electric transmission and/or distribution line or system, to cut and trim trees at any located within thirty feet of the center line of said line or system, or that may interfere with or endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the occupancy of the line or system by any other person, association or corporation for electrification or telephone put. The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative premse, 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 ampletely 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 Guy set in swampland \$1.00 each Guy set in swampland \$1.00 each Guy set in land subject to cultivation \$5.00 each Guy set in permanent pasture \$1.00 each Guy set in perm
d to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all stree highways abutting said lands, on electric transmission and/or distribution line or system, to cut and trim trees at ylocated within thirty feet of the center line of said line or system, or that may interfere with or endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the occupancy of the line or system by any other person, association or corporation for electrification or telephone pure The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperage, 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 ampletely constructed, in accordance with the following schedule: Pole set in land which is under cultivation \$5.00 each Pole set in wormpland \$1.00 each Pole set in wormpland \$1.00 each Guy set in permanent pasture \$1.00 each Guy set in summpland \$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 Guy set in permanent guy set guy set
ry located within thirty feet of the center line of said line or system, or that may interfere with or endanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the occupancy of the line or system by any other person, association or corporation for electrification or telephone pure the company of the line or system by any other person, association or corporation for electrification or telephone pure memory of the line or system by any other person, association or corporation for electrification or telephone pure person, association or corporation for electrification or telephone pure person, association or corporation for electrification or telephone pure person, association or corporation for electrification or telephone pure person, association or corporation for electrification or telephone pure person, association or corporation for electrification or telephone pure person, association or corporative. The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system ampletely constructed, in accordance with the following schedule: Pole set in land which is under cultivation
nendanger the operation and maintenance of said line or system, and to license, permit, or otherwise agree to the recupancy of the line or system by any other person, association or corporation for electrification or telephone put The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative, permovable at the option of the Cooperative. The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system completely constructed, in accordance with the following schedule: Pole set in land which is under cultivation
The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system completely constructed, in accordance with the following schedule: Pole set in land which is under cultivation
The Cooperative agrees to pay to the undersigned for the privileges herain granted, when said line or system suppletely constructed, in accordance with the following schedule: Pole set in land which is under cultivation
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 \$5.00 each Guy set in woodland \$1.00 each Guy set in permanent pasture \$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 lear 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 E. U. Templeman
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 \$5.00 each Guy set in swampland \$1.00 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 ear 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 atock 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 E. U. Templeman
Pole set in permanent pasture
Guy set in land subject to cultivation
Guy set in woodland \$3.00 each Guy set in swampland \$1.00 each Guy set in permanent pasture \$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 ear 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 E. U. Templeman
Guy set in permanent pasture
Overhang where no poles or guys are set on land subject to cultivation at the rate of \$1.00 per pole. The undersigned coverant that they are the owners of the above described lands and that the said lands are set 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 E. U. Templeman
The undersigned covenant that they are the owners of the above described lands and that the said lands are ser 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 E. U. Templeman
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 E. U. Templeman
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 you Key 195 1.
ey of Kay , 195 l E. U. Templeman
igned, sealed and delivered in the presence of:
F. L. Healey
L. ESHLEY
tale of South Dakota,
County of SS.
On this 7th day of May in the year 1951, before me personally
E. U. Templeman, known to me (or proved to me on the
s 1. Healey), to be the person who is described in, and who executed the with tent and acknowledged to me that he (or they) executed the same.
(Ses 1) V. A. Horner Notary Public, South Da
· · · · · · · · · · · · · · · · · · ·
ty commission expires 1/17 , 195.5. TATE OF SOUTH DAKOTA. County of Hand , 26.
TATE OF SOUTH DAKOTA. County of Hand, se.
Hy commission expires 1/17 , 195.5. VIATE OF SOUTH DAKOTA, County of Hand , sa. Filed for Record this 2 ^t th day of October , 1951, at 10 o'clo
Ny commission expires 1/17 , 195.5. UPATE OF SOUTH DAKOTA, County of Hand , se.
dy commission expires 1/17 , 1955. VIATE OF SOUTH DAKOTA, County of Band , sa. Filed for Record this 2'th day of October , 1951, at 10 o'cloud Recorded in Book 33H of on Page 646. Martha L. Tamblyn
fy commission expires 1/17 , 195.5. TATE OF SOUTH DAKOTA, County of <u>Hand</u> , sa. Filed for Record this 2 ^t th day of October , 1951, at 10 o'cloud Recorded in Book 33H of on Page 646
TATE OF SOUTH DAKOTA, County of Hand, sa. Filed for Record this 2'th day of October, 1951, at 10 o'cloud Recorded in Book 33 H of on Page 646 Martha L. Tamblyn

Fee \$

	·		

EASEMENT

TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS, that		
	we, the undersigned	
anforth Brothers (a partnership)		
unmarried) (husband and wife) for a good and vereby grant unto EAST RIVER ELECTRIC PO	WER CO-OPERATIVE, INC., a cooper	ative corporation (hereinafter
illed the "Cooperative," whose post office address i	Madison South I	akota, and to its successors or
usigns, the perpetual right to enter upon the lands	of the undersigned, situated in the Cour	ity of Hand
alto of South Dakota, and more particularly describer of the Northeast Quarter (Sanwa), and the Northwest three (Sec. 3), Township One Hundre (R-68-W) of the Fifth Principal Mer	Winei), and the South Half Quarter of the Southeast Quarter of the Toutheast Quarter North (T-112-N), Redion.	, and the Bouthwest of the Northwest arter(NW\SE\) of Secti ange Sixty Eight West
etion 3	, Township112 North	
ange 68 West of the 5th F. M. Indicate the standard of the 5th F. M. Indicate the standard of the standard o	naintain on the above-described lands and	or in or upon all streets, roads
ery located within thirty feet of the c endanger the operation and maintenance of said occupancy of the line or system by any other person	enter line of said line or system, or that line or system, and to license, permit, or	may interfere with or threaten otherwise agree to the joint use
The undersigned agree that all poles, wires and opense, shall remain the property of the Cooperati	other facilities, installed on the above desc	ribed lands at the Cooperative's
The Cooperative agrees to pay to the undersign unpletely constructed, in accordance with the foll	ned for the privileges herein granted, wh	
Pole set in land which is under cultivati	-	
Pole set in woodland		\$3.00 each
Pole set in permanent pasture		\$1.00 each
Guy set in land subject to cultivation Guy set in woodland		\$5.00 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 enhiest to cultivation at the ent	a of \$1.00 non note
ear of encumbrances and liens of whatsoever chai	racter except those new by the following	persons:
IN WITNESS WHEREOF, the undersigned ha	we set their hands and seals this	persons:
IN WITNESS WHEREOF, the undersigned ha	we set their hands and seals this	
IN WITNESS WHEREOF, the undersigned ha	we set their hands and seals this	
IN WITNESS WHEREOP, the undersigned ha y of June 195	ve set their hands and seals this.	29th
IN WITNESS WHEREOP, the undersigned has yof, 195	ve set their hands and seals this	29th
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HAND COUNTY, SOUTH DAKOTA

printed by Brown a Bashger, Rous Falls, S.O.—17939

VESTED DRAINAGE RIGHT FORM
Claimant of Vested Drainage Right: East River Electric Power Cooperative, Inc.,

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

A. State the legal description of the land from which the water is drained: 300' x 300! tract of Sec. 3, Twp. 112, Rg. 68 in the County of Hand in the Southwest Corner SW\(\frac{1}{2}\) NW\(\frac{1}{2}\).

B. State the legal description of the land onto which the water is drained: NW\(\frac{1}{2}\) of Sec. 3, Twp. 112 Rg. 68 in the County of Hand.

The man made modifications consist of Sec Attached Drawing.

State the general course and direction of the water flow by means of the drainage

ditch: See Attached Drawing.
State the general course and direction of the natural flow: Same as section 4.
State any facts you believe relevant to the vested drainage rights: Surface water

from substation site drains according to attached drawing.

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

Dated this 4th day of June, 1991.

Daryl E. Thorson

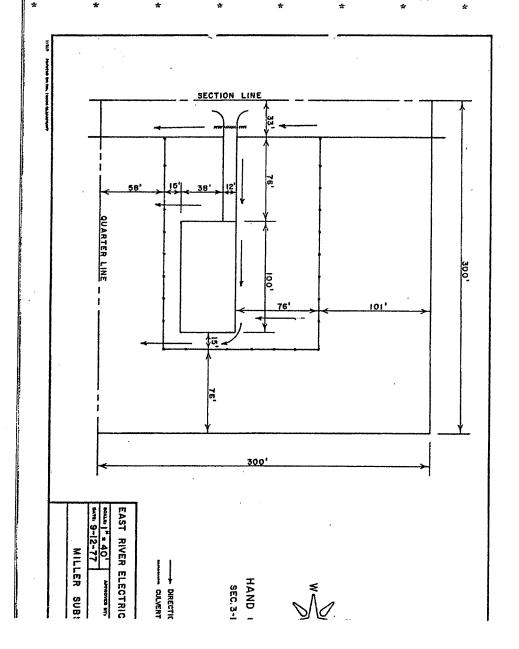
Manager, Engineering Services De

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)

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



PREPARED BY:

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

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54 Mise - page 25.27

STATE OF SOUTH DANOTA
COUNTY OF HAND
Filed for record this
of Markettina A.D. 20 A. at
10 o'clock A.M. and recorded
in book 54 of Misse page 25:27.

Allie and TogRegister of Deeds
By Deputy
Free \$ 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 ________, 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 2620450

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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	day of_	500	<u> </u>	,200/
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YAN JE	white			
Grantor	Tom Peter	rka	TRUSTEE	
Grantor				
(Indiv	ridual Acknowled	gment)		
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COUNTY OF	HAND	}}	}ss	
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1/4 Section NE & SE Section	_ 3	Township_	112	_ Range_	68	

CHINDON'S LICHEL GROWEST HER BRAY ARTH TAKE

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

Easement Description:

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

Bann 7 af 7

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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

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.

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 Timosa Houmabor, Deput

DRAINAGE TILE EASEMENT AGREEMENT

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

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

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

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

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

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

7. Miscellaneous.

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

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

GRANTOR:

CITY OF MILLER

Its Mayor

ATTEST:

Shevia Coss, Finance Officer

GRANTEE:

NORTHFORK RANCH

Is Managing Partner

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

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

STATE OF SOUTH DAKOTA
) ss.

COUNTY OF HAND

SULLEM
NOTAR, SEAL
SEAL
SEAL
OF SOUTH DAKOTA
)

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

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

Notary Public

My Commission Expires: 1-9-14 (SEAL)



-4

EXHIBIT A-1

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





United States Department of Agriculture Farm Service Agency

January 18, 2012

Lot 1 PLSS: 3_112N_68W Farm: 4997 Hand County, SD 1:9,400

W SE

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: 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 Thitish Lock , Deputy

DRAINAGE TILE EASEMENT AGREEMENT

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

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

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

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

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

7. <u>Miscellaneous</u>.

- 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

Ita Pracidant

CITY OF MILLER

Its Mayor

ATTEST:

GRANTEE:

NORTHFORK RANCH

BY: Jen Pult
JE _ O Menter
STATE OF SOUTH DAKOTA)
COUNTY OF HAND) ss.
On this the day of September, 2013, before me, the undersigned officer, personally appeared Gerry R. Hunter, as President of Miller Golf Club, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
SHEILA COSS NOTARY PUBLIC SEAL NOTARY PUBLIC SOUTH DAKOTA GEAL NOTARY PUBLIC SEAL (SEAL)
STATE OF SOUTH DAKOTA)) ss. COUNTY OF HAND)
October
On this the
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
SHEILA COSS NOTARY PUBLIC GEAL SOUTH DAKOTA My Commission Expires: (SEAL)
-4-

STATE OF SOUTH DAKOTA

) ss.

COUNTY OF HAND

On this the day of september, 2013, before me, the undersigned officer, personally appeared Jerry Peterka, as the person whose name is subscribed

to the within instrument and acknowledged that he executed the same for the purpose

therein contained.

mesion Expires: U 26-2016

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

Notary Public

EXHIBIT A-1

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

. 1

PLSS: 3_112N_68W Ferm: 4997

United States Department of Agriculture Farm Service Agency

January 18, 2012

Hand County, SD

Dischaiter: Wethind febrid leaf on his impresent the last ghope expected determination of the green, Reset to New orlgans determination (CPA-O25 and estached maps) for south wethind boundaries and determinations, programmed NRCS.

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



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

DeAnn Hargens, Register of Deeds_

. Deputy

Sewer Drainage Tile Easement Agreement

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

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

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

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

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

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

7. Miscellaneous.

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

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

GRANTORS:

NORTHFORK RANCH, LLC

•

Its Member

GRANTEE:

Zerry Peterka

Honi Ann Datarka

STATE OF SOUTH DAKOTA

)) ss.

COUNTY OF HAND

On this the Aday 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.

Notany Public

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

On this the State 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.

Notary Publ

EXHIBIT A-1

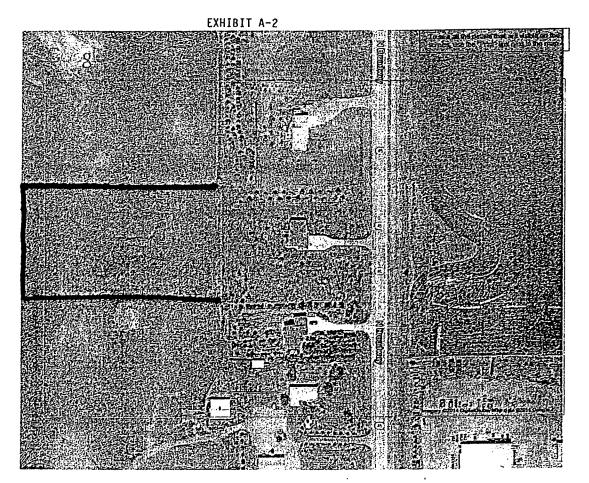
Land Description:

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.





Deputy

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

1 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

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 (NW½) 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 (SW½NW½) of said Section 3.

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

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

Page 1 of 2	Ease No.	
1 990 1 012	Edoc 140.	

The West Thirty Feet (W30') of said property excluding road right of way.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this day of, in the year 20
A)E
Northfork Ranch, LLC
Tom Peterka, Member/Registered Agent
State of South DAKOTA
ISS
State of $South Dacoth$) SS County of $HAMO$
On this 6 day of 5 EPTEMBER, 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
La Montagoria de
My commission expires
Notary Public, State of South DAKOLA
<u> </u>
ANTIONY LENGTH

NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 7, 2023

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'4NE'4, EXCEPT Lots H1 and H2, in Section 3, Township 112 North, Range 68.

and

The NE'4SE'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 <u>L/(UUC</u>)

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	e undersigned	
A. B. Cahalan and Alice C. Cahalan		
(husband and wife) for a good and valuable bereby grant unto EAST RIVER ELECTRIC POWER	e consideration, the receipt whereof is CO-OPERATIVE, INC., a cooperative	corporation (hereinafter
called the "Cooperative," whose post office address is Ms	dison , South Dakots	, and to its successors or
assigns, the perpetual right to enter upon the lands of the State of South Dakota, and more particularly described a	undersigned, situated in the County of	***
The Foot Falt of the Southeast Our	.tom /Plaph) and the dames.	nat Augustan of
the Northeast Quarter (SE2NE2) of S Hundred Twelve North (T-112-N), Ran	Section Three (Sec. 3) Town	ast quarter of
Hundred Twelve North (T-112-N), Ran	ge Sixty Eight West (R-68-W) of the
Film Frincipal Meridian.		,
Section 3	, Township112 North	······
Range 58 West of the 5th P. M. and to construct, reconstruct, repair, operate and maintal	In on the shove described lands and /or in	ån unan all atmosts accets
or highways abutting said lands, on electric transmission	and/or distribution line or system, to cut	and trim trees and shrub-
bery located within thirty feet of the center let endanger the operation and maintenance of said line of	ine of said line or system, or that may i	nterfere with or threaten
or occupancy of the line or system by any other person, ass. The undersigned agree that all poles, wires and other for	cilities, installed on the shove described	ands at the Consentiude
expense, shall remain the property of the Cooperative, re-	movable at the option of the Cooperative	.
The Cooperative agrees to pay to the undersigned for completely constructed, in accordance with the following	schedule:	
Pole set in land which is under cultivation		\$5.00 each
Pole set in swampland	The state of the s	\$8.00 each
Pole set in swampland Pole set in permanent pasture		\$1.00 each
Guy set in land subject to cultivation		TE OO AAAD
LIEV REZ IN WOOGIERUI		## AA 1.
Guy set in swampland		et on sock
Guy set in permanent pasture		\$1.00 anch
Overhang where no poles or guys are set on lan The undersigned covenant that they are the owners of	in anniect to cultivation at the rate of \$	1.00 per pole.
IN WITNESS WHEREOF, the undersigned have set day of Kay , 195 1	their hands and seals this 21	nd ·
	A. B. Cahalan	
	A31 C	
Signed, scaled and delivered in the presence of:	Alice C. Cahalan	
F, L. Healey		. ,
		
State of South Dakota		
County of Hand 88		
	*	
	in the year, before	me personally appeared
* C. Lingian and Alice C Cahalan	\$ 4	
F. L. Healey), to be the p ment and acknowledged to me that he (or they) executed ti	erson who is described in, and who exec he same.	
*** C. Langian and Alice C Cohelen	erson who is described in, and who executes ame.	ed to me on the oath of mited the within instru-
F. L. Hesley), to be the p ment and acknowledged to me that he (or they) executed to (Seal) My commission expires	erson who is described in, and who executes ame. V. O. Horner Notary Pu	ed to me on the oath of mied the within instru- blic, South Dakota.
F. L. Hesley), to be the pment and acknowledged to me that he (or they) executed to (Seal) My commission expires	, known to me (or proverson who is described in, and who exects the same. V. O. Horner Notary Pu	ed to me on the oath of cuted the within instru- blic, South Dakota.
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F. L. Hesley), to be the p ment and acknowledged to me that he (or they) executed to (Seal) My commission expires	, known to me (or proverson who is described in, and who exects the same. V. O. Horner Notary Pu d. , ss. October , 19 51, at	ed to me on the oath of suted the within instru- blic, South Dakota. 1.0
F. L. Healey), to be the p ment and acknowledged to me that he (or they) executed to (Seal) My commission expires	who is described in, and who executes ame. V. O. Horner Notary Pu 4	ed to me on the oath of suted the within instru- blic, South Dakota. 1.0

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 Thirtain Local Deputy

DRAINAGE TILE EASEMENT AGREEMENT

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

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

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

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

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

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

7. Miscellaneous.

ATTEST:

Shella Coss, Finance Officer

- 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:

CITY OF MILLER

Its Mayor

GRANTEE:

NORTHFORK RANCH

	NOICH OTHER DESCRIPTION OF THE PROPERTY OF THE
	BY: Jen State
STATE OF SOUTH DAKOTA) ss.
On this the	day of September, 2013, before me, the undersigned y R. Hunter, as President of Miller Golf Club, known to the person whose name is subscribed to the within the executed the same for the purpose therein
in witness wh	EREOF, I hercunto set my hand and official seal.
SHEILA COSS NOTARY PUBLIC SEAL SQUITH DAKOTA MY DIMMISSION EXPUTES: (SEAL)	Notary Public
officer, personally appeared Rona or satisfactorily proven to be the p) ss.) October day of September, 2013, before me, the undersigned ald Blachford, as Mayor of City of Miller, known to me person whose name is subscribed to the within the executed the same for the purpose therein
IN WITNESS WH	EREOF, I hereunto set my hand and official seal.
SHEILA COSS NOTARY PUBLIC SOUTH DAKOTA GEAL My Commission Expires: (SEAL)	Abala Cosa Nolary Public

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

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

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

Consimilation Expires: 4 26 2016

-5-

EXHIBIT A-1

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

PLSS: 3_112N_68W Farm: 4997

United States Department of Agriculture Farm Service Agency

Hand County, SD

January 18, 2012

Dischaner, Wettand thord terry do not represent the star despect people of obtermination of the area.

Reter to your original determination (CPA-0.75 and attached maps) for sand wettend bounderless and determinations, or complete NRCS?

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



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

By Tombo Horumason.

Deputy

DRAINAGE TILE EASEMENT AGREEMENT

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

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

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

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

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

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

7. Miscellaneous.

- a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. Grantce 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

1 / DV40

ATTEST:

Sheva Coss. Finance Officer

GRANTEE:

NORTHFORK RANCH

s Managing Partner

STATE OF SOUTH DAKOTA)		
) ss.		
COUNTY OF HAND)		
On this the 19 officer, personally appeared Rong or satisfactorily proven to be the instrument and acknowledged that contained.	ld Blachford person whose	l, as Mayor of Ci e name is subscri	bed to the within
IN WITNESS WH	EREOF, I he	ereunto set my h	and and official seal.
	<u>.</u>	Bill d.	ewellen
My Commission Expires: 1 - 9-1省 (SEAL)	•	,	NOTARL SEAL
STATE OF SOLITH DAVOTA	,		SEAL

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

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

Notary Public

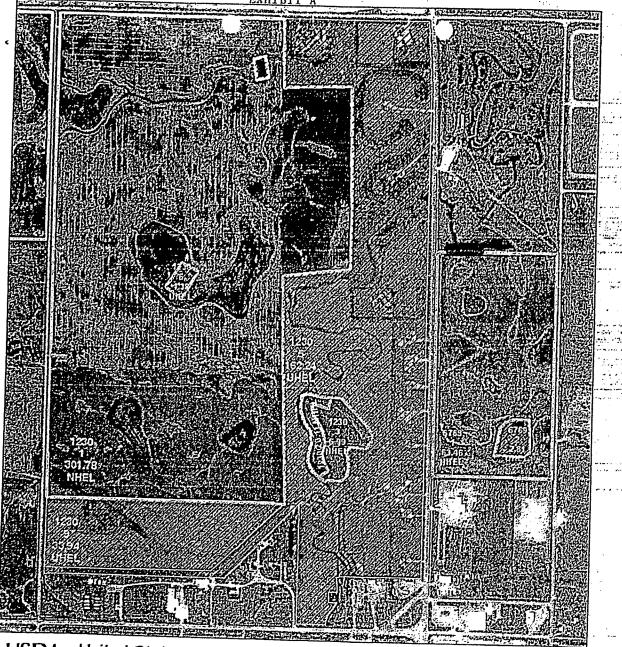
My Commission Expires: 1-9-14 (SEAL)

COUNTY OF HAND



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

Lot 1 PLSS: 3_112N_68W Farm: 4997 Hand County, SD 1:9,400

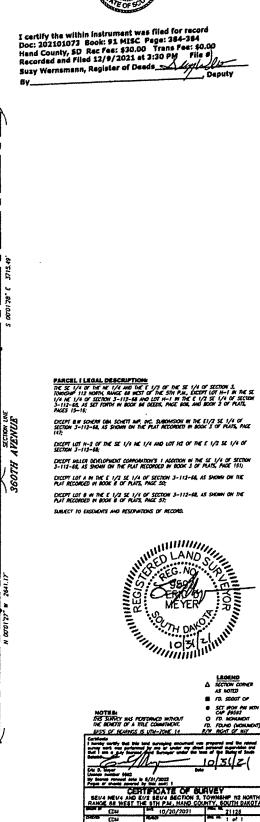
Disclaimer: Wetland identifiers do not represent the size, chape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS

January 18, 2012

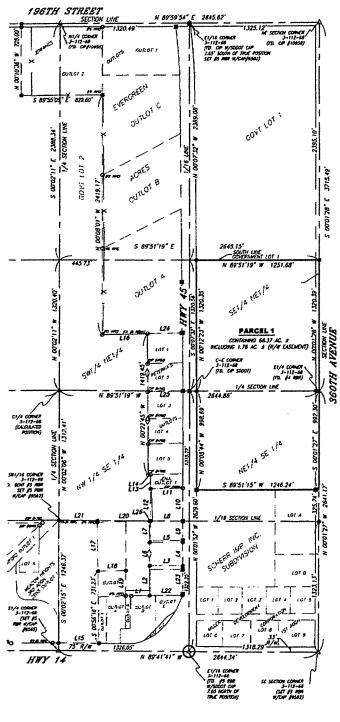


Prepared by: Eric D. Meyer, R.L.S. 9592 45246 SD Hey 44 Parker, South Dokala 57053 Phone: (605) 310-9401





MEYER



Arthur B. Cahalan and wife Esther Q. Cahalan	
, G	rantor_s,
of Hand County, State of South Dakota	
for and in consideration of One Dollar and other valuable consideration	
	Dollings,
GRANTS, CONVEYS AND WARRANTS TO Millerd W. Rediger and wife Doris M. Redig	
joint tenants, with right of survivorship, but not as tenants in common of Miller, South Dakota	
of Miller, South Dakota P. O., the followin	g described
South One-half (S12) and South one-half of Northwest Quarter (S12 of NW14) of	Section
Two (2), and East one-half of Southeast Quarter (Et of SEt) and Southeast (- ·
of Northeast Quarter (SE4 of NE4) of Section Three (3), all in Township One Twelve (112) North, Range Sixty-eight (68), West of the 5th F.M., containing	
acres more or less,	18 318.70
Subject to the reservations of one-half of all mineral and oil rights there	
Grantor nor any member of his family have ever resided upon this property a	
part thereof nor does he or any member of his family consider or claim the	sare as
a homestead. This conveyance is a in compliance with a certain Contract For Deed, cover	ing the
above described real estate, dated the 22nd day of April, 1967, and entered	
tween the above grantor and grantees named therein.	
Transfer fee: \$52.00 6-27-74	
	Ę.,
	E
Dated this 22nd day of April	n Te
Arthur B. Cahalan	6 6
Esther Q. Cahalan	- Exa
	- Su No.
	20
STATE OFSOUTH_DAKOTA	W.E
County of Hand On this the 22nd i	<u> </u>
in the year 1967, before me, John P. Bushfield	H
personally appeared Arthur B.Cahalan and wife Esther	<u>~</u>
SEAL J	<i>√</i> ∞
known to me or satisfactorily proven to be the persong. whose names	
in instrument and acknowledged that _the_y executed the same for the purposes therein	contained.
In witness whereof I hereunto set my hand and official seal. John P. Bushfield	
12/57/74: Notar	y Public.
My commission expires	
STATE OFss.	
County of	
	2 march 2 marc
SEAL	de Production de la Company de
STATE OF SOUTH DAKOTA, County of Hand, as. OFFICE OF REGISTER OF DEEDS	
Filed for record this 27th day of June A. D. 1974, at 11:35.0'clock	:А
and recorded in Book 106, Page XRK 422.	
Barbara Alley	
Seed of Register Register	of Deeds.
d Dade By	Deputy.

	, Grantor S
of Hand	County, State of South Dakota
for and in consideration	
GRANTS, CONVEYS 1 interest in a 1 f (3t) of the outh east to re una Hundred Twe real estate in the Coun	we and affection AND With 1818 Arthur B. Cahalan of Miller, S. Dakota reserving my off and materials thereon the South Haar 182 of Sec. two (2); Sec. two (
	have never lived, nor any of theirkfamilies on the above described
-	they now have they ever hald the same as a homestead nor do they
at the presen	
	nce is made subject to any liens or encumbrances now or heretofore without our warranty and this instrument is a quit claim deed so
far as our in	terests. Also this conveyance is made covering the Northwest quarterion twenty three (23) in township One Hundred twelve (112) North
This correcti	ve instrument is made and no documentary staps apply.
-	
Dated this	21st day of April ,1967 .
	George M. Cahalau
	William D. Cahalan
	Carroll Nelson
STATE OF Sou	th Dakota
War.	
County of Hen	d On this the 21st day of Apr11
County of Han	d On this the 21st day of Apr 11 in the year 19 67, before me, James 1, Hare , the undersigned officer
County of Han	d On this the 21st day of Apr 11 in the year 19 67, before me, James 1, Hare , the undersigned officer
County of Han	of Control of Canalan, William C. Cahalan, Carrol Nelson
SEAL SEAL	on this the 21st day of April In the year 19 67, before me, James 1, Hare the undersigned officer personally appeared George M. Cahalan, William C. Cahalan, Carrol? Nelson known to me or satisfactorily proven to be the person f whose name S AFS subscribed to the with
SEAL SEAL	On this the 21st day of April In the year 19.67, before me, James 1. Hare, the undersigned officer personally appeared George H. Cahalan, William D. Cahalan, Carro?? Nelson known to me or satisfactorily proven to be the person 8 whose name 9 Are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained
SEAL SEAL	on this the 21st day of April In the year 19.67, before me, James 1. Hare, the undersigned officer personally appeared George H. Cahalan, William D. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person f whose name S 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.
SEAL I	on this the 21st day of Apr11 In the year 19 67, before me, James 1. Hare, the undersigned officer personally appeared George E. Cahalan, William B. Cahalan, Carro?? Nelson known to me or satisfactorily proven to be the person S whose name S APS 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. James 1. Hare
SEAL i	on this the 21st day of April On this the 21st day of April In the year 19 67, before me, James 1. Hare, the undersigned officer personally appeared George M. Cahalan, William E. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person & whose name S 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. James I. Hare James I. Hare James I. Hare County, South Dakota
SEAL I	On this the 21st day of April In the year 19_67, before me, James 1. Hare, the undersigned officer personally appeared George H. Cahalan, William E. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person f whose name for the purposes therein contained. In witness whereof I hereunto set my hand and official seal. James I. Hare Notary Public. 12/74, 19 County, South Dakota
SEAL STATE OF SQUEEN	on this the 21st day of April On this the 21st day of April In the year 19 67, before me, James 1. Hare, the undersigned officer personally appeared George M. Cahalan, William E. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person & whose name S 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. James I. Hare James I. Hare James I. Hare County, South Dakota
SEAL SEAL STATE OF SQUEEN	On this the 21st day of April In the year 19_67, before me, James 1. Hare, the undersigned officer personally appeared George H. Cahalan, William E. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person f whose name for the purposes therein contained. In witness whereof I hereunto set my hand and official seal. James I. Hare Notary Public. 12/74, 19 County, South Dakota
SEAL STATE OF SQUEEN	on this the 21st day of April on the year 19_67, before me, James I. Hare, the undersigned officer, personally appeared George M. Cahalan, William B. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person M whose name S _ 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. James I. Hare
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SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	on this the 21st day of April In the year 19_67, before me, James I. Hare, the undersigned officer, personally appeared George H. Cahalan, William B. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person whose name are also 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. James I. Hare
SEAL SEAL STATE OF SOUTH DA	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 B. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person Mose name S _ Are subscribed to the within instrument and acknowledged that the year accused the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal. James I. Hare
SEAL SEAL SEAL TATE OF SOUTH DA Filed for record th	on this the 21st day of April in the year 19 67, before me, James I. Hare, the undersigned officer, personally appeared George H. Cahalan, William B. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person whose name 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. James I. Hare
SEAL SEAL SEAL STATE OF SOUTH DA Filed for record th	on this the 21st day of April in the year 19 67, before me, James I. Hare, the undersigned officer, personally appeared George H. Cahalan, William B. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person whose name are 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. James I. Hare James I. Hare Notary Public. 212/74 12/74 15. AKOTA, County of Hand, ss. OFFICE OF REGISTER OF DEEDS dis 24th day of April A D. 19 67, at 8:20 o'clock A M.,
SEAL SEAL SEAL STATE OF SOUTH DA Filed for record th	on this the 21st day of April In the year 19 67, before me, James I. Hare, the undersigned officer, personally appeared George E. Cahalan, William D. Cahalan, Garroll Nelson known to me or satisfactorily proven to be the person S whose name S AFS 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. James I. Hare James I. Hare James I. Hare Notary Public. South Dakota xxxxxyrx South Dakota AKOTA, County of Hand, ss. OFFICE OF REGISTER OF DEEDS ds 24th day of April A. D. 19 67, at 8:20 o'clock A. M., 06, Page 75
SEAL SEAL SEAL STATE OF SOUTH DA Filed for record th	On this the 21st day of April in the year 19_67, before me, James 1, Hare, the undersigned officer, personally appeared George E. Cahalan, William C. Cahalan, Carroll Nelson known to me or satisfactorily proven to be the person E whose name E 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. James I. Hare
SEAL SEAL STATE OF SOUTH DA	on this the 21st day of April In the year 19 67, before me, James 1. Hare, the undersigned officer personally appeared George E. Cahalan, William E. Cahalan, Garrol? Nelson known to me or satisfactorily proven to be the person E whose name S ARS subscribed to the within instrument and acknowledged that the same for the purposes therein contained In witness whereof I hereunto set my hand and official seal. James I. Hare James I. Hare James I. Hare Notary Public. South Dakota xxxxxyTA ss. AKOTA, County of Hand, ss. OFFICE OF REGISTER OF DEEDS ds 24th day of April A. D. 19 67, at 8:20 o'clock A. M., 06, Page 75

DOTRW-84 (7-99)

WARRANTY DEED

Berno	nd W. Scl	harr			
					Grantor
			te of South D		for and i
	TS to South Da		nt of Transportat		LLARS GRANTS, CONVEY
Grantee		South Dakota			P.O.
	ding described in the court of	eal estate in	the County of	Hand	in the
Scherr Subd Lot 1	ivision contained the H2 contains 0.56 ac	herein, Hand Cou cre, more or less.	ship 112 North, Rang anty, South Dakota.		-
South Dako	ta.		hip 112 North, Range	e 68 West of the 5	P.M., Hand County,
Lot 1	H2 contains 0.73 ac	ere, more or less.			
Dated this		lay of Oct	o he-	, 200 .	
			x Burnesd	W Ester	
		λ	CKNOWLEDGMENT	EXEMPI	'FROM
				TRANSF	ER FEE
COUNTY OF	South Da Koti Hand))ss		SDCL 43	-4-22(2)
On this	17th day	of Octobe	, in the	year 2001.	before me a Notary
Public wit	irn and for sare	d County and S	tate, has person	ally appeared	
the person	w. Scharr who is de	scribed in, an	d who executed t	he within inst	, known to me to be
acknowledge	ed to me that	heexec	uted the same.		rement and
			1011	/)	David J. Mensch
(SEAL)			Notary Pub	lic	1) Cui, d J. Million
			My Commission	Expires: H	pr 10, 2007
				/	
			÷		
STATE O	F SOUTH DAK	OTA, COUNT	Y OF HAND		
o'clock		recorded in	ay of October n Book 116 of er of Deeds		
*	_	. negrati			•
	*		*	*	オ

DOTRW-86 (7-99)

QUIT CLAIM DEED - FEE TITLE

County "and	23/11/2	PCEMS NO 3033	rarcer no	<u> </u>
County Hand				
Howard J. Peter	·ka			
•				Grantor
of Hand consideration of One I	County, County, County, County, County, County	State of Surth valuable considerat	1) L (() C () DO () DO () DO ()	for and in LLARS CONVEYS AND
QUITCLAIMS toSouth	Dakota Departm	ent of Transportati	on	
	st Broadway Av			P.O.,
Grantee of <u>Pierre</u> the following describe	, South Dakota		Hand	in the
State of South Dakota:		in the country of	10.10	
Lot H2 in the NE 1/4 SE 1/4	of Section 3 Tou	mshin 112 North Rang	e 68 West of the	5th P.M. excent BW
Scherr Subdivision containe	•		o ou most of the .	I mil oncopi 2
Lot H2 contains 0.56				
Lot H2 in the SE ¼ NE ¼			68 West of the 5	h P.M., Hand County.
South Dakota.	31 000t011 3, 10 tt	ibibp 112 11011ii, 14mg		1 ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
* . ***	3 acre more or les	e	. 1	
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On this 17 day of Public within and for s	aid County and	state has neverne	year 2001,	before me a Notary
TOWARD NO . I - CITE I	` u			known to me to be
the person who is	described in,	and who executed th	e within instr	ument and
acknowledged to me that	he ex	ecuted the same.	\bigcirc	
		Mh 1	Do	1.d.J. Munsch
(SEAL)		Notary Publi	.c	
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clock A.M., and re	ecorded in	Book 116 of Do	2001 a	T 11:00
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te	*	*	*	*

PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 4

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc.

111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To:

Advantage Land Company

517 6th Street

Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

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

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

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

NONE

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

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

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

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

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

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

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

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

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

Tax Parcel ID#: 6600

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

HAND COUNTY TITLE COMPANY, INC.

Nancy Lewellen

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

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

EASEMENT

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

File No. 32-1268

	NIGHT.	OL-MAI MADMINITI	D'IIG ATO
KNOW ALL MEN BY THESE PRESEN		the undersigned	
Danforth Brothers (a partner (unmarried) (husband and wife) for a g	ood and value		
hereby grant unto EAST RIVER ELEC called the "Cooperative," whose post office			
assigns, the perpetual right to enter upon	the lands of	the undersigned, situated in the Cou	nty of Hand
State of South Dakota, and more particul Quarter of the Northeast Qua- Quarter (92NW2), and the Nor- Three (Sec. 3), Township One (R-68-W) of the Fifth Princi	arly described rter (842) thwest Qui	las follows: Lots 2, 3, and 1 VE2), and the South Half arter of the Southeast Qu Exelect North (T. 112 K)	4, and the Southwest of the Northwest larter(NW\$SE\$) of Sectic Range Bixty Eight West
Section3		, Township112 North	
Range 68 West of the 5th and to construct, reconstruct, repair, open or highways abutting said lands, on electr	rate and main		
bery located within thirty fee to endanger the operation and maintenance	et of the cente ce of said line	r line of said line or system, or that or system, and to license, permit, or	may interfere with or threaten otherwise agree to the joint use
or occupancy of the line or system by any of The undersigned agree that all poles, w	rires and other	facilities, installed on the above des	cribed lands at the Cooperative's
expense, shall remain the property of the	-		
The Cooperative agrees to pay to the completely constructed, in accordance with	h the following	ng schedule:	ŕ
		 	
		land subject to cultivation at the ra	
IN WITNESS WHEREOF, the under	rxigued have :	set their hands and seals this	29th
day of June	, 195 <u>1</u>	<u>.</u>	
		Danforth Brothers	
		By Charles Irwing	Danforth, a partner
Signed, sealed and delivered in the presen-	ce of:		
			•
State of South Dakota,		1004-101104-10-	
County of Yankton			
	June	in the year 1951	, before me personally appeared
harles Irving Danforth		•	(or proved to me on the oath of
), to be t	he person who is described in, and	who executed the within instru-
ment and acknowledged to me that he (or (Seal)	tney) execut	(Signature	Illegible) otary Public, South Dakoto.
My commission expires 3/27/	,		otary Public, South Dakoth.
STATE OF SOUTH DAKOTA, County of		Hand , sa.	_
Filed for Record this 24th	_day of	Ostober , 19 51	, at 10 o'clock h.M.
and Recorded in Book 23M of	0	Page 6114	
(Ecal)		Martha L. Tambly	
•			Register of Deeds.
		Ву	Deputy

54 Mise - page 25-27

STATE OF SOUTH DAKOTA
COUNTY OF HAND
Filed for record this
of Market LAD. 20 Q at
10 O'clock A.M. and recorded
in book 54 of Misser page 25:27

Deputy
Fee \$ 14.00 PRIL



RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

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

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

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

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

Grantee shall indemnify 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

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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.

Grantor	Tom Peterka	TRUSTEE
Grantor		
(Indi	ividual Acknowledgment)	
STATE OF SOU	JTH DAKOTA	}
COUNTY OF _	HAND	}ss }
The forego	ing instrument was acknow	rledged before me
this <u>/</u> 9	day of SEPTE	MBER,
20 <u>01</u>	by Tom PET	GRICA
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Notary Public My commission e	My Commission	Expires 06
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Hand

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Range

CHRESTOWN LESS TO CONTRACT NEW PERFY - QWEST DOC

Miller

Exchange.

County

NE & SESection 3 Township 112

Dated this

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

Easement Description:

A Strip of Land 10 feet wide with the center line of said Strip being parallel with and 90 feet West of the center line of South Dakota State Highway 45, commencing from the property line with Norkhfork Outlot, thence Southerly for a distance of 450 feet more or less, INNEN 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

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

PRELIMINARY LAND REPORT

ADVANTAGE LAND TRACT 5

Effective Date of this report: April 8, 2022

Inquiries should be directed to:

Hand County Title Company, Inc.

111 North Broadway Avenue, Suite C

Miller, SD 57362 (605) 853-2194

title.office@midconetwork.com

To:

Advantage Land Company

517 6th Street

Brookings, SD 5706

1. Record title holder:

Northfork Ranch, LLC

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

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

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

NONE

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

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

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

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

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

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

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

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

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

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

Tax Parcel ID#: 6814 & 6827

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

HAND COUNTY TITLE COMPANY, INC.

Nancy Lewellen

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

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

EASEMENT

Melven J. Lips, grantor, of Hand County, South Dakota, in consideration, hereby grants and conveys to Lips Properties and Motel, Inc., a corporation of Miller, South Dakota, grantee, an easement along a line approximately 10 feet North of the South line of Outlot E of the East Half of the Southwest Quarter of the Southeast Quarter (E½SW½SE½) of Section Three (3), Township One Hundred Twelve (112) North, Range Sixtyeight (68), West of the 5th P.M.

This assement is created all to fire the survey of the state of the state

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

This is a covenant running with the land and shall inure to the benefit of the granter than the successors and essions.

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

UNOWNA SAENCES, PROTERS, SHUE FALLS, & G 7-0/10/

Herbert A. Heidepriem Notary Public

(Seal)
STATE OF SOUTH DAKOTA, County of Hand
Filed for record this 2 day of May A.D. 1978 at 4:55 o'clock P.M. and recorded in Book 42 of Misc. Page 453
Barbara Alley Register of Deeds
(Seal)

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

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

North, Range Sixty-eight (68), West of the 5th P.M.

The right of way hereby conveyed and released is for the sole purpose of locating, establishing, constructing, and maintaining over and across the 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 (E1) of Section Three (3) in Township Onc Hundred Twelve (112) North, Range Sixty-eight (68), West of the 5th P.N., 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. Pcterka 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.

Gregory G. Rediger Notary Public (SEAL) My Commission Expires: 04/04/02

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

ji 11

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



1 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

\ Deputy

Waterline and Sewer Drainage Tile Easement Agreement

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

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

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

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

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

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

7. Miscellaneous.

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

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

GRANTORS:

NORTHFORK RANCH, LLC

BY: Jew John Stranger

Garry D. Peterka

Lori A. Peterka

GRANTEE:

Tom / Peterka

Marianne D. Peterka

STATE OF SOUTH DAKOTA) ss.
COUNTY OF HAND)

On this the <u>/</u>5 day of August, 2014, before me, the undersigned officer, personally appeared Jerry Peterka, as Its Member of Northfork Ranch, LLC, known to me or satisfactorily proven to

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

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

My Commission Expires:	- 20-20/5	Notary Public & Somlube
		NOTAR COMMENTED TO SEA . SEA
STATE OF SOUTH DAKOTA)	O COLIC
COUNTY OF HAND) ss.)	OAKOTA MINIMINI

On this the <u>15</u> 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.

My Commission Expires: 8 -20 - 20/5

STATE OF SOUTH DAKOTA

SSS.

COUNTY OF HAND

On this the <u>15</u> 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.

Notary Public Smlike

My Commission Expires: 8 - 20 - 20/5



EXHIBIT A-1

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

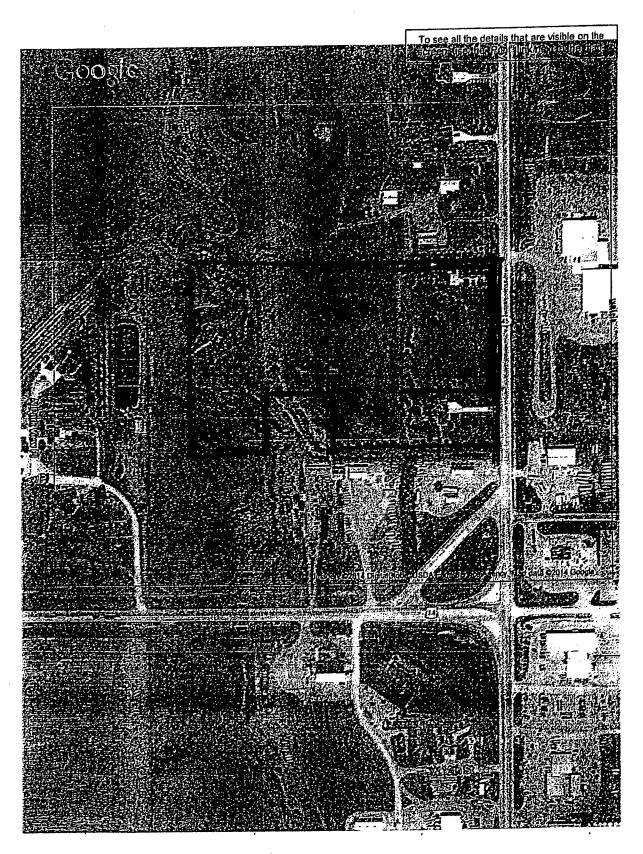
Sewer Easement Description: As shown in Exhibit A-2 hereto attached and shaded in orange.

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

EXHIBIT A-1

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

The East 325 feet of Outlot "E" of the East Half of the Southwest Quarter of the Southeast Quarter (E ½ of SW ½ of SE ½) of Section Three (3) in Township One Hundred Twelve (112) North, Range Sixty-eight (68) West of the 5th P.M., 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 Salinn Harguns
By, Depúty

Sewer Drainage Tile Easement Agreement

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

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

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

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

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

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

7. Miscellaneous.

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

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

GRANTORS:

NORTHFORK RANCH, LLC

Its Member

GRANTEE:

Gárry D. Peterka

Lori A Dotorka

STATE OF SOUTH DAKOTA) ss.
COUNTY OF HAND)

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

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

My Commission Expires: 8-20-20/5

Notary Public

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

On this the 45 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.

My Commission Expires: 8 - 20 - 20/5

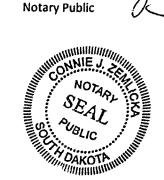


EXHIBIT A-1

Land Description:

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

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

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

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

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

