



418 Sixth Street
Brookings, SD 57006
PH: 605-696-0100
BrookingsCountyTitleCo.com

PRELIMINARY AUCTION REPORT

LEGAL DESCRIPTION:

The Northwest Quarter (NW¼) , EXCEPT Thompson Addition thereof, in Section Twenty-six (26), Township One Hundred Eleven (111) North, Range Forty-nine (49) INCLUDING the One acre in the Northeast corner of said Quarter Section, all in Brookings County, South Dakota

VESTING: Suzanne Gambill and Robert H. Gambill, wife and husband, as joint tenants with right of survivorship

EXCEPTIONS:

1. Real Estate Taxes for 2023 payable in 2024 as shown below, Real Estate Taxes for all subsequent years, and any Special Assessments hereafter levied. (1st installment due April 30 & 2nd installment due October 31)
Parcel/Record No. 01000-11149-262-00: 1st ½: \$1,869.19 paid; 2nd ½: \$1,869.19 paid
2. Certified Land Corner Record. Recorded in Book 2 of Corner Records, Page 11.
3. Utility Easement. Sioux Valley-Southwestern Electric Dated February 12, 2002 and recorded May 28, 2002 in Book 163 of Miscellaneous, Page 160
4. Utility Easement-Sioux Valley Empire Electric Association. Dated March 3, 1980 and recorded May 21, 1980 in Book 98 of Miscellaneous, Page 413

CERTIFIED LAND CORNER RECORD
 County of Brookings, State of South Dakota
 Section 26, Township 111 North, Range 49 West, of the 5th P.M.

267011

CERTIFICATION: I hereby certify that on the 5th day of May, 2017, that I did find the NW, N1/4, NE, E1/4, S1/4 and SW Corner monuments, as shown below in Section 26-111-49, which were evidenced as shown on the sketch.

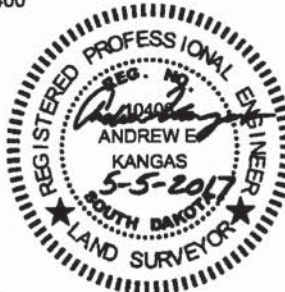
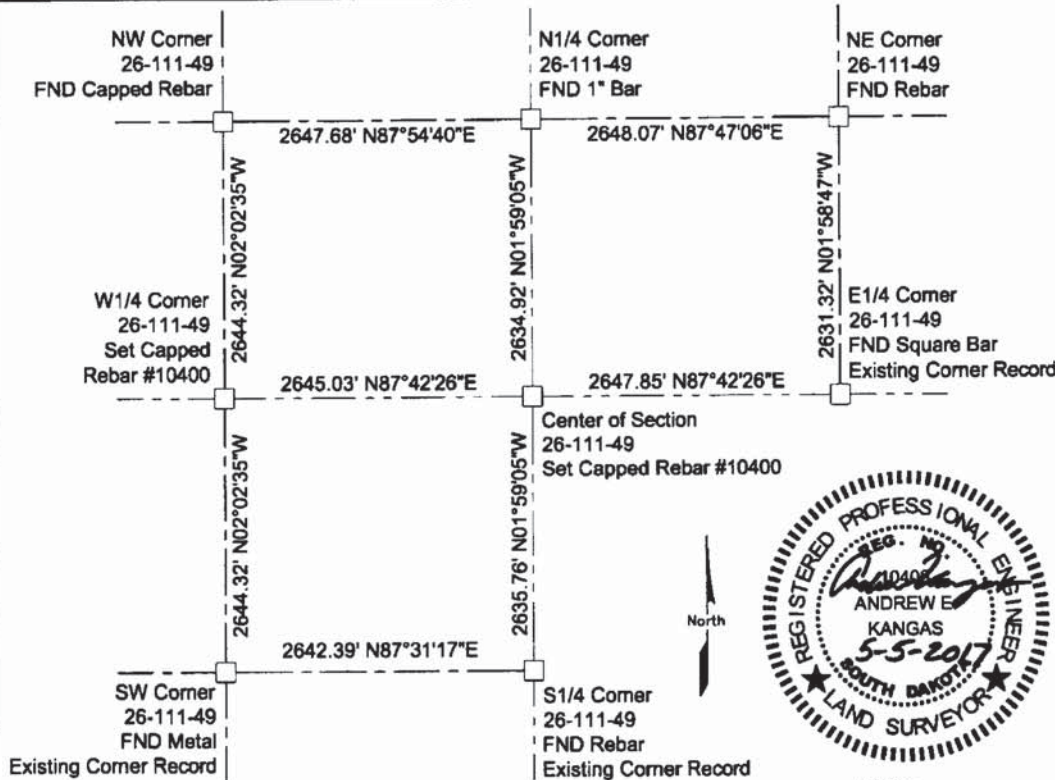
I further certify that I did establish the W1/4 Corner: Established by equal distance and on line between adjacent section corners as shown on the sketch.

I further certify that I did establish the Center of Section: Established by bearing-bearing intersection between 1/4 corners as shown on the sketch.

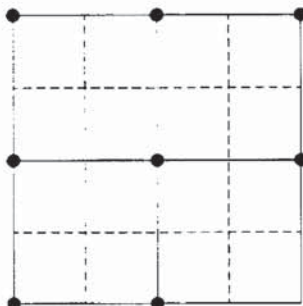
I further certify that to perpetuate the location of said Center of Section and W1/4 Corner, at the exact location thereof, placed a permanent monument consisting of a 5/8" rebar w/ Cap No. 10400.

I further certify that I did establish the following references as shown below.

Dated this 5th day of May, 2017



SECTION 26 DIAGRAM
(To be completed by Surveyor)



LEGEND: ● Corner Location

OFFICE OF REGISTER OF DEEDS

County of Brookings
 State of South Dakota
 Filed for the record this _____ day of _____, 20____

in Corner Record the following cross **STATE OF SOUTH DAKOTA** } ss
Brookings County

Cross Index No. Filed for Record on **5/11/2017 at 11:30 AM**
 - and Recorded in **Book 2 Pg 11**
 - **CLCR** Document #FB267011
 - Recording Fee: \$10.00 Page: 1 of 1

Register of Deeds *Henry Chapman*, Register of Deeds
 By _____ Deputy



10-
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 and

Prepared By:
Sioux Valley-Southwestern Electric
Terry Plecity, Staking Engineer
P.O. Box 216, Colman, SD 57012
(605) 534-3535

STATE OF SOUTH DAKOTA: COUNTY OF BROOKINGS
Filed: this 28th day of May 2002 at 3:00 P.M.
Recorded in Book 163 of Misc., page 160



Ida M. Slocum
Ida M. Slocum, Register of Deeds

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RIGHT - OF - WAY EASEMENT

Map Location No. 2-4-26-3

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, (whether one or more) Maxine Thompson (married), (husband and wife), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY-SOUTHWESTERN ELECTRIC, a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Brookings, State of South Dakota and more particularly described as follows: The west 1/2

of Section 26, Twp 111, R. 49

and to place, construct, operate, repair, maintain, relocate, and replace thereon an electric transmission or distribution line or system on or under the above described lands and/or in, upon or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth of trees and shrubbery to the extent necessary to keep same clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling; to keep the easement clear of all buildings, structures, or other obstructions; and to license, permit, or otherwise agree to the joint use or occupancy of the lines, system or if any of said system is placed underground, of the trench and related underground facilities by any other person, association, or corporation.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon, or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay the Grantor reasonable damages for any crop damage resulting from any underground installation or maintenance thereof.

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

It is further understood that whenever necessary words used in this instrument in the singular shall be construed to read in the plural.

IN WITNESS WHEREOF, the undersigned set their hand and seal this 18 day of Feb 2002.

x Maxine M Thompson

STATE OF South Dakota)
County of Brookings) ss

On this 12th day of Feb, 2002, before me _____, a Notary Public within and for said County and State, personally appeared Maxine Thompson known to me to be the person(s) described in, and who executed the within and foregoing instrument and acknowledged to me that she executed the same.



Sheila Hanson
Notary Public, State of South Dakota
Moody County

My commission expires My Commission Expires 2-16-05

RIGHT-OF-WAY EASEMENT

Location No. 2-4-26-2

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Melvin Thompson (unmarried), (husband and wife), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto SIOUX VALLEY EMPIRE ELECTRIC ASSOCIATION, INC., a Cooperative, whose Post Office address is Colman, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Brookings, State of South Dakota, and more particularly described as follows:

NW 1/4 of Section 26, Twp 111, R 49, and to place, construct, operate, repair, maintain, relocate, and replace thereon an electric transmission or distribution line or system on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth of trees and shrubbery to the extent necessary to keep same clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or if any of said system is placed underground, of the trench and related underground facilities by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay to the Grantor reasonable damages for any crop damage resulting from any underground installation or maintenance thereof.

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

It is further understood that whenever necessary words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned set their hand and seal this 3rd day of March, 1980.

Melvin Thompson

STATE OF South Dakota
County of Brookings

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS
FILED THIS 21st DAY OF May 1980 AT 9:05 A.M. BOOK 98
SS 413 Anna G. ...
REGISTER OF DEEDS DEPUTY

On this 3rd day of March, 1980, before me Ken O. Nelson, a Notary Public within and for said County and State, personally appeared Melvin Thompson known to me to be the person(s) described in, and who executed the within and foregoing instrument and acknowledged to me that he executed the same.



Ken O. Nelson
Notary Public, State of South Dakota

My commission expires 5-21-85

Brookings
County

67079