



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

## Pre-Auction Report

**Effective Date: February 21, 2025**

**Owner:** Randy Novak

### **Legal Description:**

TO BE PLATTED AS: Novak Addition in the Northeast Quarter (NE¼) of Section Fifteen (15), Township One Hundred Eleven (111) North, Range Forty-nine (49), West of the 5th P.M., Brookings County, South Dakota

### **EXCEPTIONS:**

- 1. Real Estate Taxes for 2024 payable in 2025 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. 01000-11149-151-00: 1st ½: \$1,443.44 paid; 2nd ½: \$1,443.44 paid **\*\*Parent parcel\*\***
- 2. Sioux Valley Southwestern Electric-Utility Easement. Dated February 14, 2021 and recorded April 6, 2021 in Book 191 of Miscellaneous, Page 898.**
- 3. Utility Easement-Brookings-Deuel Rural Water. Dated March 18, 1992 and recorded April 6, 1992 in Book 125 of Miscellaneous, Page 743.**
- 4. Subject to Highway Right of Way Plat recorded September 21, 1956 in Book 6, page 98**

743

6th April 1992  
743 Anne C. Stead  
RIGHT-OF-WAY EASEMENT



111916

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to

Rodney Foster and hereinafter referred to as GRANTOR, by BROOKINGS-DEUEL RURAL WATER SYSTEM, INC., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove the water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, under, across and through the land of the GRANTOR, situated in Brookings County, State of South Dakota, said land being described as follows:

The Northeast Quarter (NE1/4) of Section Fifteen (15), Township One Hundred Eleven (111) North, Range Forty-nine (49) West of the 5th P.M.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement.

The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

GRANTEES agree that they will, following any excavation for pipeline, return the premises to their former condition as is reasonably possible at no expense to GRANTORS.

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

IN WITNESS WHEREOF the GRANTORS have executed this instrument this 18th day of March 1992

[Signature of Rodney Foster]



STATE OF SOUTH DAKOTA )  
County of Brookings )ss

On this the 18th day of March 1992 before me, Patrick N. Gilligan, the undersigned officer, personally appeared Rodney Foster

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.

[Signature of Notary Public] Notary Public, State of South Dakota

My Commission expires: 3-6-2000

Prepared By:  
Sioux Valley Energy  
Ryan Olson, R.O.W./Staking Engineer  
P.O. Box 216, Colman, SD 57017  
(605) 534-3535

289777



STATE OF SOUTH DAKOTA } ss  
Brookings County

Filed for Record on 4/6/2021 at 1:30 PM  
and Recorded in Book M1191 Pg 898  
EROW Document #FB289777  
Recording Fee: \$30.00 Page: 1 of 1

*Sarah Chymera*, Register of Deeds  
By \_\_\_\_\_ Deputy

RIGHT - OF - WAY EASEMEN

Map No. 002-4-015-01

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, (whether one or more) Rodney D. Foster Trust, 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 East 25' excluding public Right of Way of the NE1/4 of Section 15 Township 111 North, Range 49 West of the 5<sup>th</sup> P.M., and to place, construct, operate, repair, maintain, relocate, and replace thereon a 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, 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.

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 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 14<sup>th</sup> day of Feb, 2021

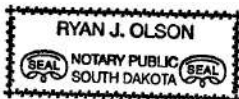
*RP Foster*  
*Rick Novak*  
*Rick Novak*  
STATE OF South Dakota)

)ss

County of Brookings)

On this 14<sup>th</sup> day of Feb, 2021, before me *Ryan Olson*, a Notary Public within and for said County and State, personally appeared *Rick Novak & RP Foster* 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.

(SEAL)



*Ryan Olson*  
\_\_\_\_\_  
Notary Public, State of South Dakota

My commission expires 05-17-2022

