



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

Pre-Auction Report

Effective Date: July 6, 2026

Owner: Michael Mehegan and Betty K. Mehegan, husband and wife, as joint tenants with full right of survivorship and not as tenants in common

Legal Description:

The Northwest Quarter (NW¼), EXCEPT the West Five Hundred Fifty Feet (W 550') of the South Eight Hundred Eighty-two and One-half Feet (S 882.5') of the North One Thousand Seven Hundred Seven and One-half Feet (N 1,707.5') and EXCEPT Mehegan Outlot thereof, of Section Thirty-four (34), Township One Hundred Eleven (111) North, Range Fifty (50) West of the 5th P.M., Brookings County, South Dakota.

EXCEPTIONS:

1. Real Estate Taxes for 2025 payable in 2026 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. 20000-11150-342-00: 1st ½: \$1,133.06 paid; 2nd ½: \$1,133.06 paid
2. Contract and Grant of Electric Transmission Line Easement. Recorded February 10, 1975 in Book 89 of Misc., Page 112.
3. Right of Way Easement. Recorded January 25, 2012 in Book 182 of Misc., Page 202.
4. Certified Land Corner Record. Recorded in Book 2 of Corner Records, Page 15.

252032

CERTIFIED LAND CORNER RECORD

County of Brookings, State of South Dakota
 Section 34, Township 111 N, Range 50 W, Meridian 5th

CERTIFICATION:

I hereby certify that on the 11th day of August, 20 14, that I did
~~find~~ establish the north quarter corner
 which was evidenced by _____

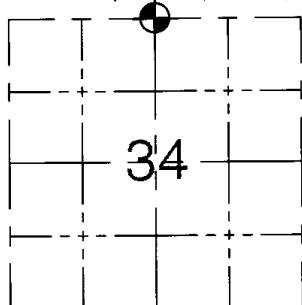
I further certify that to perpetuate the location of said corner I did, at the exact location
 thereat, place a permanent monument consisting of 18" #5 rebar with cap

I further certify that I did establish the following references see below

Date Aug 20, 20 14



SECTION DIAGRAM
 (To be completed by Surveyor)



OFFICE OF REGISTER OF DEEDS

County of Brookings
 State of South Dakota

Filed for record this 25 day of August, 2014 @ 9:20 AM
 in Corner Record Book No. 2 Page 15 and noted on
 the following cross-index plats:

Cross Index No. _____, T _____, R _____, Mer. _____
 _____, T _____, R _____, Mer. _____
 _____, T _____, R _____, Mer. _____
 _____, T _____, R _____, Mer. _____

Register of Deeds: Susan Chapman By: _____

Pd check \$10.00

Banner and Associates

7-1522 (12-70)
Bureau of Reclamation

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS-SS.
FILED THIS 10th DAY OF 12th 1974 AT 1:10 P.M. 2002
112-45-Annex 1
REGISTER OF DEEDS
PAGE 10

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Contract No. 14-06-600-1274A

Parcel No. 2R-74

Pick-Sloan Missouri Basin Program PROJECT Watertown-Brookings
115-kv Transmission Line

CONTRACT AND GRANT OF ELECTRIC TRANSMISSION LINE EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 16 day of December, 1974, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, represented by the officer executing this instrument, his duly appointed successor, or his duly authorized representative, hereinafter called the contracting officer, and Jean Mehegan and Arlene Mehegan, husband and wife; and Burton E. Toft, single, hereinafter collectively referred to as vendor:

WITNESSETH:

The following grant and mutual covenants by and between the parties:

1. For the consideration hereinafter expressed, vendor does hereby grant unto the United States, its successors and assigns, a perpetual easement to construct, operate and maintain one electric transmission line, consisting of a single row of structures supporting one or more electric power circuits of the United States, together with all poles, towers, crossarms, cables, wires, guys, supports, fixtures, and such other structures, installations and facilities used in the construction, operation and maintenance of said transmission line, across the following described land situated in the County of Brookings, State of South Dakota, to wit:

All of that strip of land 80.0 feet wide, being 40.0 feet on each side of the centerline described below which is over and across the E $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 34, T. 111 N., R. 50 W., 5th P.M. The above said centerline being more particularly described as follows: Beginning at a point on the North boundary line of Sec. 34, T. 111 N., R. 50 W., 5th P.M., 2,614.2 feet easterly from the Northwest corner of said Sec. 34; thence S. 0° 13' W. a distance of 42.3 feet; thence S. 0° 10' E. a distance of 2,606.1 feet to a point on the South boundary line of the E $\frac{1}{4}$ NW $\frac{1}{4}$ of said Sec. 34, 2,658.9 feet South and 2,621.6 feet East from the Northwest corner of said Sec. 34.

Checked for Engineering Data 11/1/74
Wayne O. Gray

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, operate and maintain said transmission line, together with the present and future right to clear said right-of-way or to trim trees to the extent deemed necessary by the contracting officer to protect the rights and privileges herein granted, and to keep the same clear of brush, timber, inflammable structures and fire hazards, provided that fire hazards shall not be interpreted to include growing crops. All brush, timber or inflammable structures removed pursuant to the terms hereof shall become the property of the United States and may be disposed of by sale, burning, or otherwise; provided, That said rights shall only be exercised in such a manner that no fire hazard shall be created thereby. The vendor, his successors, or assigns shall have the right to cultivate, use and occupy said premises for any purposes which will not, by the determination of the contracting officer, constitute a hazard to life or limb, interfere with any of the rights and privileges herein granted to the United States, or endanger any of its property, but said right of cultivation, use and occupancy shall not extend to or include the erection of any structure on, or the drilling of wells in, or permission to the public to use any part of said premises without advance written permission from the contracting officer. The United States shall exercise due care and diligence in the exercise of the rights and privileges herein granted to it. In case of permanent abandonment of said transmission line, the easement herein granted shall end, cease, and determine and title shall revert to the then owner and all structures owned by the United States, its successors or assigns, shall be removed. Upon permanent abandonment of the right-of-way by the United States, the vendor, his successors or assigns, shall be given written notice of such abandonment.

3. The grant of easement herein contained is subject to all rights-of-way of any nature whatsoever of record or in use, and mineral rights outstanding in third parties of record or in use.

4. It is a condition precedent to the payment to the vendor of the sum named herein that the title to the premises described herein shall be vested in the vendor, subject only to the interest of the United States hereunder and to the matters set out in Article 3 hereof and to such other defects, interest, or encumbrances as may be acceptable to the United States.

5. It is understood and agreed that if the United States determines that the interest described herein should be the subject of acquisition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the vendor and the award to be made for said interest in said proceeding shall be the consideration herein provided.

6. Vendor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

7. As complete consideration for the above grant of easement, the United States agrees to pay vendor the sum of Six hundred and no/100 Dollars (\$600.00). The United States agrees if damage occurs to drainage tile, fences, crops, trees, vines, seedlings or other improvements within said right-of-way as a result of and during the construction, operation and maintenance of the transmission line, payment will be made by the United States to the owner or owners thereof on the basis of an appraisal approved by the Secretary of the Interior or his duly authorized representative.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

Funds available under Joint Resolution
Authority, per Project Office faxogram.

Funds available under
by Project Office letter

8-6-74 \$600.00
Date Amount

James A. Rawlings
Regional Supervisor
Division of Water and Land Operations

THE UNITED STATES OF AMERICA

By Samuel R. McNeil
Regional Director

John McKeegan
Vendor

Arlene McKeegan
Vendor

Burton E. Toft
Vendor

Vendor

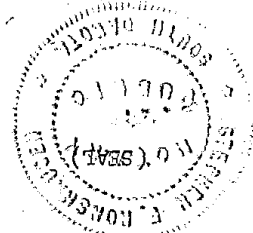
Applied on to form

Date 11/24/75

CH. 11/24/75

Admit

For the U.S.



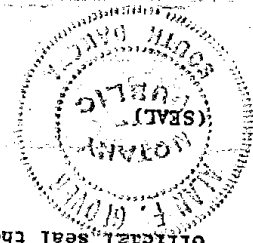
Stephen F. Roesch
 Notary Public for *South Dakota*
 Residing at *Sioux Falls, S.D.*
 My Commission expires *9-10-82*

executed the same.

who executed the within instrument, and acknowledged to me that *they*
 known to me to be the *individuals*
Mehgon, husband and wife,
 before me, a Notary Public, personally appeared *Sean and Kate Arlene*
 On this *16th* day of *December*, in the Year 19*74*

STATE OF *South Dakota*)
 COUNTY OF *Brookings*)
 SS)
 ACKNOWLEDGMENT

R645-71
 (5-62)



Alan F. Glavin
 Notary Public in and for the
 State of *S.D.*
 Residing at *BROOKINGS, S.D.*
 My commission expires *9/23/76*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

On this *20th* day of *December*, 19*74*, personally
 appeared before me *BURTON E. TOTT SINGLET*
 to me known to be the individual, or individuals, described in and who
 executed the within and foregoing instrument, and acknowledged that
HE signed the same as *HIS* free and voluntary act and
 deed, for the uses and purposes therein mentioned.

State of *SOUTH DAKOTA*)
 County of *BROOKINGS*)
 ss.)

ACKNOWLEDGMENT

600 chg
ox D m

Prepared by: Brookings-Deuel RWS
47602 SD Highway 28
Toronto, SD 57268



STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS

FILED THIS JAN 25 2012

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

AT 9:30 O'CLOCK A.M. BOOK 182 PAGES 202
Deuel Chapman
REGISTER OF DEEDS

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

JEAN W. MEHEGAN and JOANNE MEHEGAN
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 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:

34-111-50 NW NW1/4 except W 550' of S 882.5' of N 1707.5' and except Mehegan Outlot

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

The considerations 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 conditions as it 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 11th day of November, 2011.

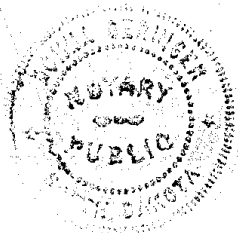
(sign here) JW Mehegan (SEAL)

(sign here) Joanne C Mehegan (SEAL)

STATE OF SOUTH DAKOTA)
County of Brookings)ss

On this the 11th day of November, 2011, before me Donna Geringer the undersigned officer, personally appeared Jan W. Mehegan and Joanne Mehegan known to me or satisfactorily proven to be the persons... whose names... 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.



Donna Geringer
Notary Public, State of South Dakota

My Commission Expires: Dec 18, 2015