

City of Elk Point

P.O. Box 280
Elk Point, South Dakota 57025

Founded in 1859
Celebrated Quasquicentennial
in 1984

RECEIVED

NOV 13 2007

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

November 9, 2007

Patricia Van Gerpen
Public Utilities Commission
500 E. Capitol Avenue
Pierre, SD 57501

RE: Agreement for Sale of Property and Transfer of Service Territory

Dear Ms. Van Gerpen:

Union County Electric Cooperative and the City of Elk Point have reached a mutual agreement for exchange of service rights and territory. Included with this letter are the Petition for annexation, the Resolution of Annexation, and the Agreement for Sale of Property and Transfer of Service Territory between the City of Elk Point and Union County Electric Cooperative.

The City is requesting approval for the extension of their service territory per the annexation Resolution.

If you have any questions regarding this exchange, I can be reached at 605-356-2141.

Sincerely,



Dawn Glover
City Administrator
City of Elk Point

**PETITION TO ANNEX CONTIGUOUS TERRITORY
TO THE CITY OF ELK POINT**

TO THE GOVERNING BODY OF THE CITY OF ELK POINT, SOUTH DAKOTA

We, the undersigned, acting pursuant to SDCL 9-4-1, hereby petition your honorable body, by its duly adopted resolution, to change the boundaries of the City of Elk Point, South Dakota, so as to include therein the following described real property in the County of Union and State of South Dakota:

Parcel I

Lot G of Nelson Tract 1 in the Northwest Quarter of the Southwest Quarter of Section 29, Township 91 North, Range 49 West of the 5th P.M., Union County, South Dakota, According to the recorded plat thereof; subject to rights of way, easements and restrictions, if any, appearing of record; and

Parcel II All that portion

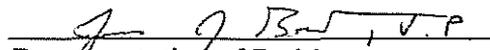
~~XXXXXX~~ of a 60.00 foot wide access road lying North of and adjacent to Lot G of Nelson Tract 1 in the Northwest Quarter of the Southwest Quarter of Section 29, Township 91 North, Range 49, West of the 5th P.M., Union County, South Dakota being Part of the access road as filed in Plat Book 9 Page 71, more particularly described as follows:

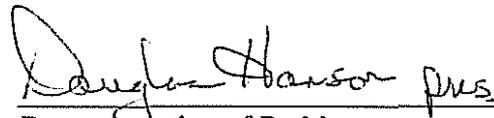
Commencing at the West 1/4 corner of said section 29; THENCE South 00°07'13" West, along the West line of the Southwest 1/4 of said section 29, a distance of 467.66 feet to the Point of Beginning; THENCE South 89°48'42" East, a distance of 239.06 feet; THENCE South 51°24'57" East, a distance of 308.57; THENCE South 86°21'34" East a distance of 61.68 feet to the point of terminus.

We, the undersigned petitioners, hereby represent that all of the territory within the above-described boundary is contiguous to the City of Elk Point, and that no registered voter is a resident of the territory to be annexed, and are the owners of not less than three-fourths of the value of the territory to be annexed to the City of Elk Point.

By virtue of SDCL 9-4-1, the undersigned petitioners do hereby petition the Governing Body of the City of Elk Point that the City extend its boundaries by annexation to include the real estate described above.

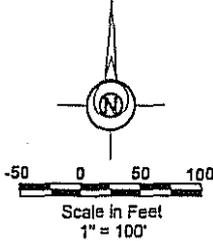
Dated at Elk Point, South Dakota this 27th day of August 2007.


Representative of Petitioner
Kum & Go, L.C.


Representative of Petitioner
Southeast Farmers Elevator Co-op

PLAT OF SURVEY

BOUNDARY RETRACEMENT SURVEY



DATE OF SURVEY:

03-12-2007

SITE ADDRESS:

32702 479th Ave
Elk Point, SD 57025

LEGAL DESCRIPTION:

Lot G of Nelson Tract 1 in the Northwest Quarter of the Southwest Quarter of Section 29, Township 91 North, Range 49, West of the 5th P.M., Union County, South Dakota, according to the recorded plat thereof, subject to right of ways, easements, and restrictions, if any, appearing of record.

SURVEY PREPARED FOR:

Kum & Go, L.C.
8400 Westlawn Parkway,
West Des Moines, IA 50266

PROPRIETOR:

Southeast Farmers Elevator Coop

SECTION CORNERS:

- A.** W Corner Sec. 29, Township 90 North, Range 49 West of the 5th P.M. Found Railroad Spikes
- B.** SW Corner NW 1/4 SW 1/4 Sec. 29, Township 90 North, Range 49 West of the 5th P.M. Calculated Corner
- C.** SE Corner NW 1/4 SW 1/4 Sec. 29, Township 90 North, Range 49 West of the 5th P.M. Found 5/8" Iron Rod w/ Red Cap #5801
- D.** SW Corner Sec. 29, Township 90 North, Range 49 West of the 5th P.M. Found 5/8" Iron Rod w/ Red Cap #5801

CORNER TIES:

- A.** Found a 5/8" Rebar 48.10' (47.00' R.) NE of Cor. Found Rebar w/ Red Cap #5801 77.23' (77.30' R.) East of Cor. Found 5/8" Rebar 47.00' SW (47.05' R.) of Cor.
- D.** Found a 5/8" Rebar in Driveway 39.00' (40.00' R.) East of Cor. Found Shaver in side of Phone Pole w/ Red Cap #5801 45.97' (46.20' R.) NE of Cor. Found Base of Chain Link Fence Post 51.82' (51.00' R.) NW of Cor.

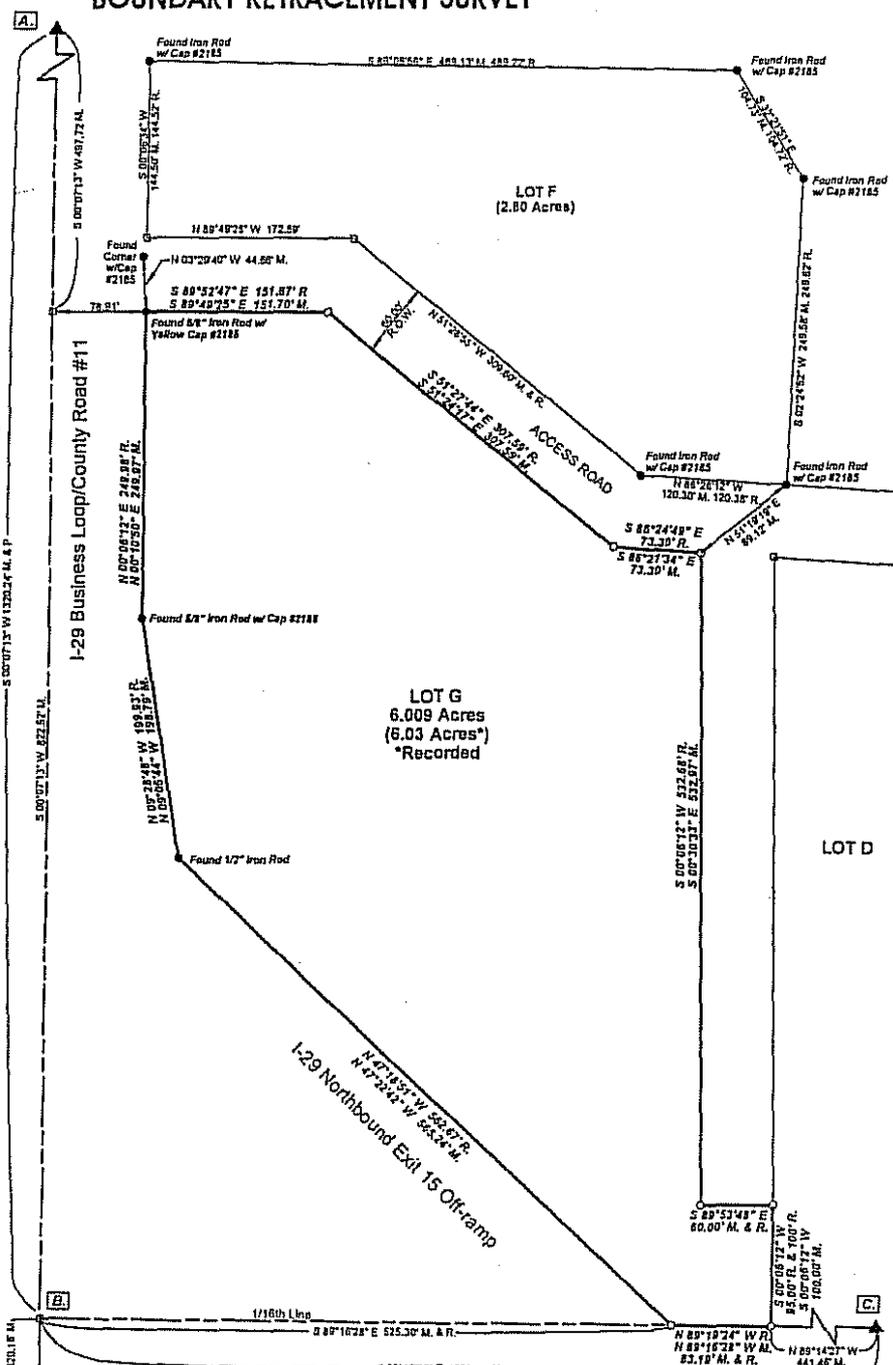
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

MARK A. MCMURPHY L.S. SD. LIC. NO. 7886

DATE
MY LICENSE RENEWAL DATE: MARCH 21, 2009



NOTE: THIS DRAWING IS BEING MADE AVAILABLE BY A. LEO PELDS ENGINEERING COMPANY (A.L.P.E.C.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH A.L.P.E.C.'S AGREEMENT FOR PROFESSIONAL SERVICES. A.L.P.E.C. ASSUMES NO RESPONSIBILITY OR LIABILITY CONSEQUENTIAL OR OTHERWISE FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.



INSTRUMENTATION USED:

- Topcon HiPer Lite+ GPS Receiver and FC-100 Data Collector
- Tribble 5603 DR 200+ Total Station and TSC2 Data Collector

STANDARD SYMBOLS:	<ul style="list-style-type: none"> ● IRON ROD OR PIPE FOUND ○ SET IRON ROD WITH #4540 CAP □ CALCULATED POINT 	<ul style="list-style-type: none"> ▲ SECTION CORNER MONUMENT FOUND △ SECTION CORNER MONUMENT SET M.R.R. MEASURED/RECORDED/PLATTED
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A. LEO PELDS ENGINEERING CO.

2323 Dixon Street
Des Moines, IA 50316
PH: (515) 265-8196
FAX: (515) 265-2269

RESOLUTION NO. 2007-4
Resolution Annexing Certain Contiguous Territory to the
City of Elk Point, Union County,
South Dakota

WHEREAS, there has been presented to the City Council of the City of Elk Point and filed with the City Finance Officer, a petition in writing signed by not less than three-fourths of the registered voters and by the owners of not less than three-fourths of the value of the territory sought to be annexed and

WHEREAS, said petitioners request the land hereinafter described and as shown on the included map be included within the City of Elk Point municipal boundaries.

NOW, THEREFORE BE IS RESOLVED by the City Council of the City of Elk Point that the following described properties described as

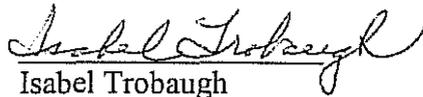
Parcel 1: Lot G of Nelson Tract 1 in the Northwest Quarter of the Southwest Quarter of Section 29, Township 91 North, Range 49 West of the 5th P.M., Union County, South Dakota, according to the record plat thereof; subject to rights of way, easements and restrictions, if any, appearing of record; and

Parcel 2: All that portion of a 60.00 foot wide access road lying North of and adjacent to Lot G of Nelson Tract 1 in the Northwest Quarter of the Southwest Quarter of Section 29, Township 91 North, Range 49, West of the 5th P.M., Union County, South Dakota being part of the access road as filed in Plat Book 9 Page 71, more particularly described as follows:

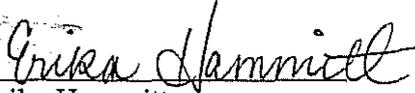
Commencing at the West ¼ corner of said Section 29; THENCE South 00°07'13" West, along the West line of the Southwest ¼ of said Section 29, a distance of 467.66 feet to the Point of Beginning; THENCE South 89°48'42" East, a distance of 239.06 feet; THENCE South 51°24'57" East, a distance of 308.57; THENCE South 86°21'34" East a distance of 61.68 feet to the point of terminus;

are hereby included within the corporate limits of the City of Elk Point and the boundary of the City of Elk Point is hereby extended to include such territory.

Dated this 27th day of August 2007.


Isabel Trobaugh
Mayor

ATTEST:


Erika Hammitt
Finance Officer

**Agreement for Sale of Property and Transfer of Service Territory
Between the City of Elk Point and Union County Electric Cooperative,
Inc.**

This **Agreement** made and entered into, by and between Union County Electric Cooperative, Inc. Hereinafter referred to as the "Cooperative" and the City of Elk Point, South Dakota, hereinafter referred to as the "City," **Witnesseth:**

WHEREAS, the Cooperative and the City entered into a Territorial Agreement dated December 31, 1975, pursuant to the provisions of SDCL Chapter 49-14A, which Agreement established service territories for the electric utilities operated by the parties and was approved and ratified by the South Dakota Public Utilities Commission, and

WHEREAS, thereafter the City did annex to the City certain area which was within the service territory of the Cooperative, hereinafter referred to as the "Annexed Area," and

WHEREAS, by letter dated August 29, 2007, mailed to the Cooperative on August 29, 2007, the City elected to purchase Cooperative facilities and assume service rights to all consumers in the Annexed Area in accordance with SDCL 49-34A-53.1, and the Cooperative has agreed to sell said facilities in accordance therewith, now

FOR AND IN CONSIDERATION of the mutual promises, conditions and terms contained herein, the parties do hereby covenant, contract, and agree as follows, to-wit:

I.

That the Cooperative hereby relinquishes and the City hereby acquires all service rights in the Annexed Area, identified in Exhibit "A", which is included and described as Parcels I and II below:

Parcel I

Lot G of Nelson Tract 1 in the Northwest Quarter of the Southwest Quarter of Section 29, Township 91 North, Range 49 West of the 5th P.M., Union County, South Dakota, According to the recorded plat thereof; subject to rights of way, easements and restriction, if any, appearing of record; and

Parcel II

All that portion of a 60.00 foot wide access road lying North of and adjacent to Lot G of Nelson Tract 1 in the Northwest Quarter of the Southwest Quarter of Section 29, Township 91 North, Range 49, West of the 5th P.M., Union County, South Dakota being Part of the access road as filed in Plat Book 9 Page 71, more particularly described as follows:

Commencing at the West 1/4 corner of said section 29; THENCE South 00°07'13" West, along the West line of the Southwest 1/4 of said section 29, a distance of

467.66 feet to the Point of Beginning; THENCE South 89°48'42" East, a distance of 239.06 feet; THENCE South 51°24'57" East, a distance of 308.57; THENCE South 86°21'34" East a distance of 61.68 feet to the point of terminus,

which plats were filed for record in the Office of the Register of Deeds, Union County, South Dakota. Parcel I was filed on December 15, 1998 and recorded in book 15 of Plats on page 65 thereof, a copy of which is attached hereto as Exhibit "B" and Parcel II was filed for record on April 28, 1981 and recorded in book 9 of Plats on page 71 thereof, a copy of which is attached hereto as Exhibit "C".

II.

The City will pay as compensation for service rights, an annual amount, payable each year for a period of seven (7) years, equal to the sum of twenty-five per cent (25%) the gross revenues received for power sales to consumers of electric power within the Annexed Area during said seven-year period, with said seven-year period to commence when the City begins servicing the Annexed Area. Gross revenues received shall be determined by applying the rate in effect by the Cooperative at the time of purchase.

III.

The City will submit this Agreement for approval to the South Dakota Public Utilities Commission, and will bear all expenses in connection with securing such approval. The Cooperative will cooperate with the City in securing such approval, and to that end will execute such documents as may be reasonably required by the City or the Public Utilities Commission.

IV.

The parties agree that this Agreement shall be effective on approval of the Public Utilities Commission at which time the Cooperative will transfer the property and assign the service rights in the Annexed Area to the City.

V.

At the time of payment of compensation for service rights as provided in paragraph II, above, City will deliver to Cooperative copies of the billing statements issued to each customer in the Annexed Area together with a copy of the City's calculation of the sum due Cooperative. Attached hereto as Exhibit "D" is a copy of Cooperative's rate in effect at the time of purchase. City also agrees that Cooperative may at its own expense annually audit the City's accounts and records with respect to gross revenues received by City from customers in the Annexed Area during the entire term of this Agreement.

VI.

The parties agree to work together to effect a smooth transition, causing the least inconvenience or interruption of service to electric patrons involved.

VII.

The Cooperative agrees to refund to its customers, as of, or prior to the Effective Date, any refundable deposits. The Cooperative agrees to indemnify, and save harmless the City against any and all claims based upon transactions occurring prior to the Effective Date with respect to refundable deposits.

VIII.

In addition to the consideration hereinbefore provided, the City and the Cooperative each agree to hold the other harmless from all damages or claims arising from the work performed by their respective employees in preparation for and transfer of electric service pursuant to this agreement. The City will hold the Cooperative harmless as to all damages or claims for damages arising from the City's use or operation after the Effective Date of the facilities and equipment purchased from the Cooperative under the terms of this Agreement. The Cooperative will hold the City harmless as to all damages or claims for damages arising from the Cooperative's use or operation before the Effective Date of the facilities and equipment purchased from the Cooperative under the terms of this Agreement.

IX.

At the time of transfer of service from the Cooperative to the City, individual consumer meters shall be jointly read by representatives of the parties hereto. This reading shall be used to determine the final bill to be issued by the Cooperative and the initial reading for use by the City. The Cooperative shall be entitled to all revenues derived from sales of electric energy delivered prior to said meter reading, and shall be responsible for collection of those revenues. City agrees to purchase at face value Cooperative's receivables due sixty (60) days after the Effective Date from consumers in the Annexed Area. Cooperative warrants that at execution of the Agreement there are no such receivables sixty (60) days past due.

X.

The Cooperative's cash retirement of consumer's retained capital credits shall be in accordance with Cooperative policy.

XI.

The Cooperative shall assign to the City all right-of-way easements of record pertaining to the facilities to be purchased by the City through this Agreement. The Cooperative will provide City with copies of such easements and the City shall prepare the assignment documents.

XII.

This Agreement supersedes all other Agreements previously made between the parties relating to its subject matter. There are no other understandings or Agreements.

XIII.

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

XIV.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XV.

In the event that any provision of this Agreement is held invalid by a Court of competent jurisdiction, the invalidity of such provision does not invalidate other provisions of this Agreement which can be given effect without the invalid provisions, and to that end, each provision, sentence, paragraph, or section of this Agreement is severable.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

CITY OF ELK POINT,
SOUTH DAKOTA

By: *Michael Trobaugh*
Mayor

Dated: 10-5-07

UNION COUNTY ELECTRIC
COOPERATIVE, INC.

By: *Richard Darley*
President

Dated: 10-26-07

ATTEST:

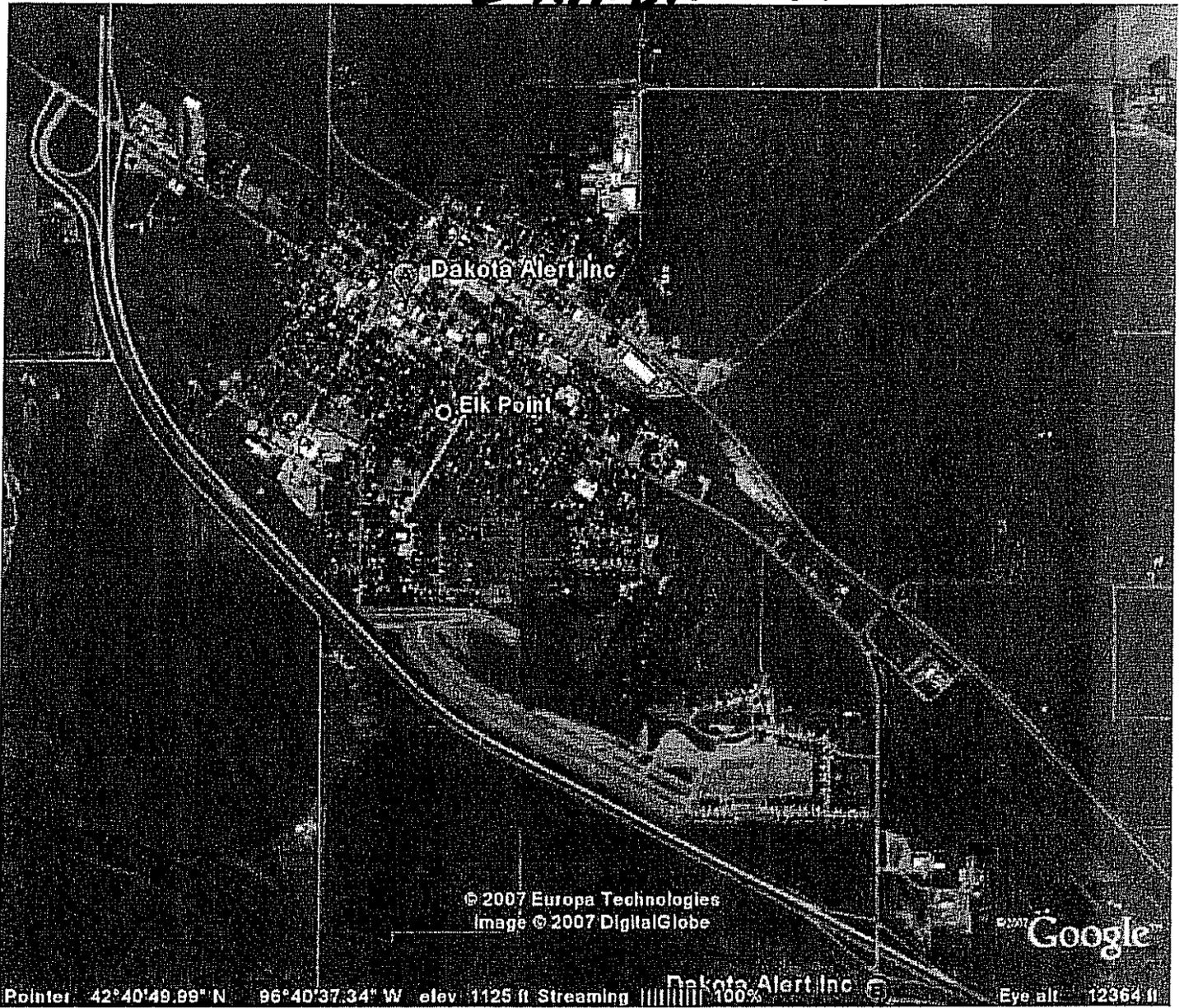
Gripent Hummelt
Finance Officer

Dated: 10/5/07

Edward O'Connell
Secretary

Dated: 10-26-07

EXHIBIT A



Outlined area identifies annexed territory

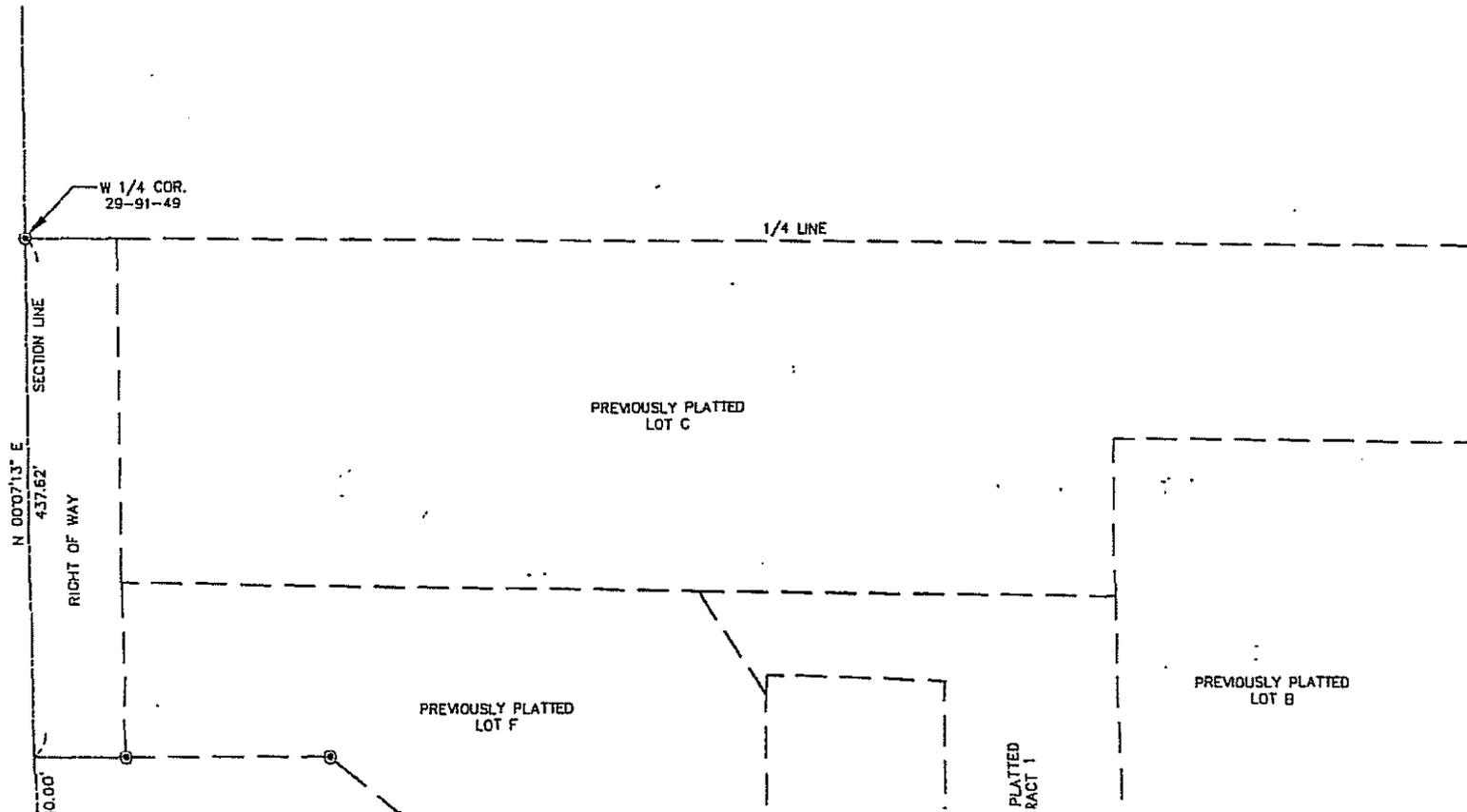
Exhibit "B"

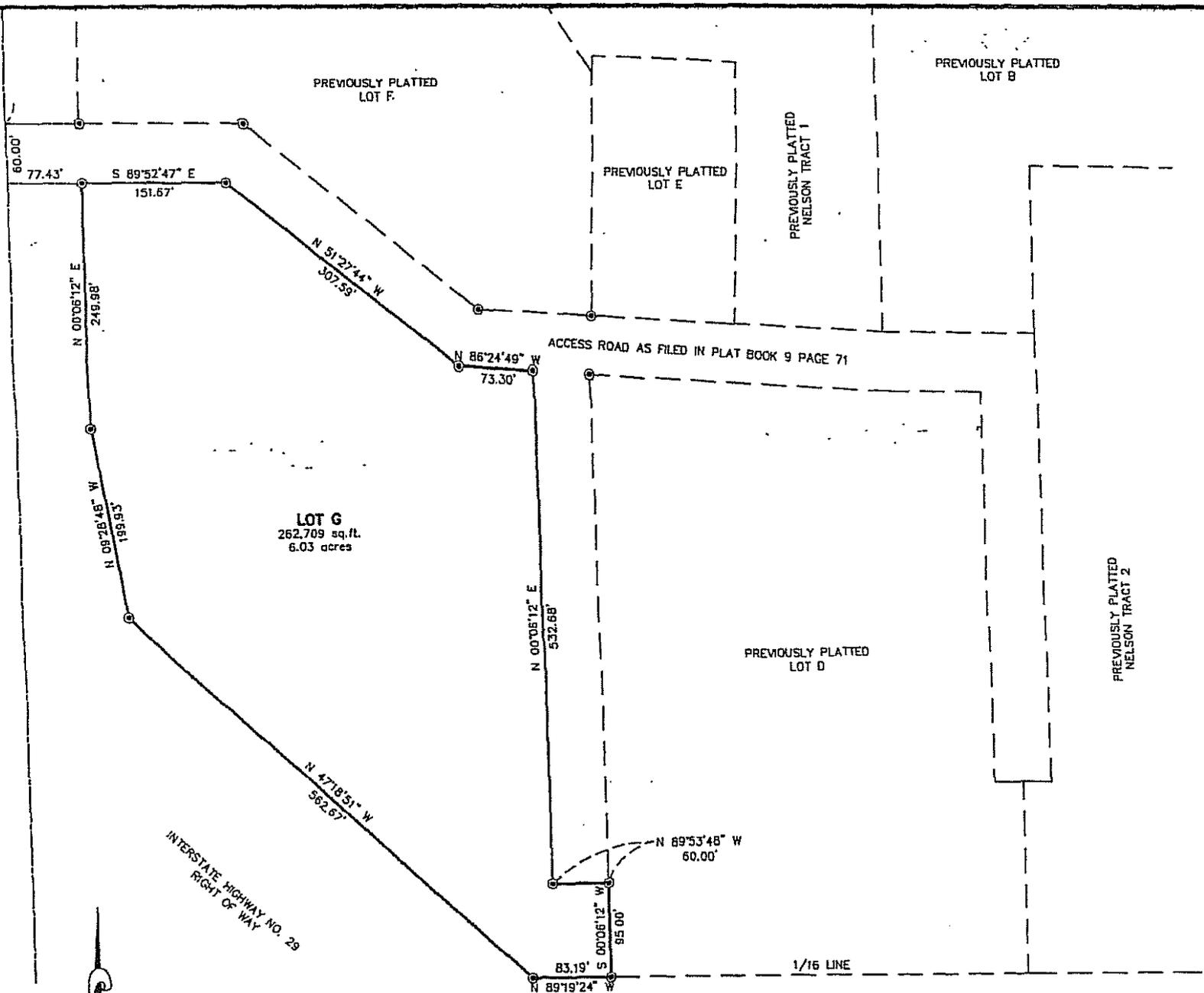
PREPARED BY
McLAURY FLANNERY
ENGINEERING, INC.
PO BOX 1130
118 W. MAIN
ELK POINT, SOUTH DAKOTA, 57025
(605) 358-2308

SURVEY PLAT

OF
LOT G

OF NELSON TRACT 1
IN THE NW 1/4 OF THE SW 1/4 OF SECTION 29,
T91N, R49W OF THE 5th P.M.,
UNION COUNTY, SOUTH DAKOTA

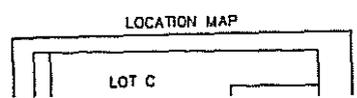




LOT G
262,709 sq.ft.
6.03 acres



NOTE: BEARINGS
ARE BASED ON
ASSUMED DATUM.

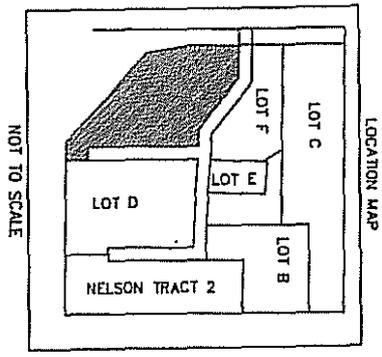
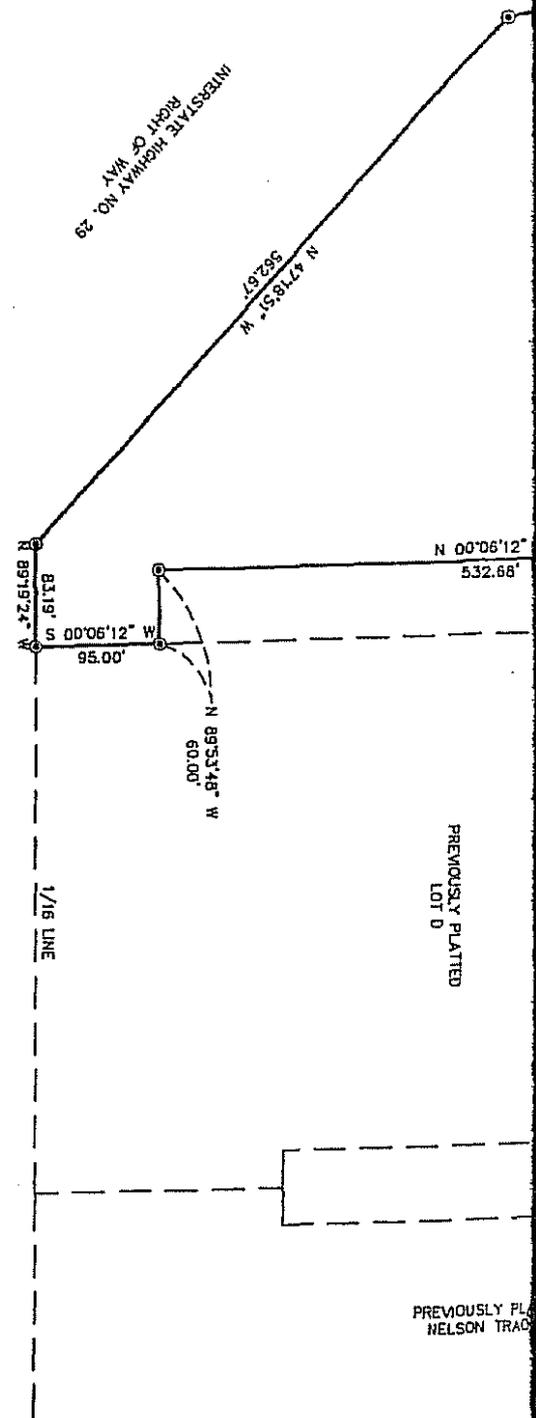


SCALE: 1"=100'
 MONUMENT RECOVERED

NOTE: BEARINGS
 ARE BASED ON
 ASSUMED DATUM



INTERSTATE HIGHWAY NO. 29
 RIGHT OF WAY



PREVIOUSLY PLATTED
 LOT D

PREVIOUSLY PLATTED
 NELSON TRACT

SURVEYOR'S CERTIFICATE:

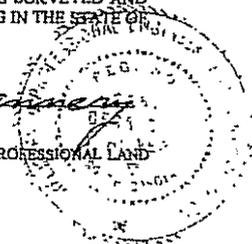
TO: CRAIG J. WESTIN AND DARLA D. WESTIN

I, GERALD F. FLANNERY, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF CRAIG J. WESTIN AND DARLA D. WESTIN, "LOT G OF NELSON TRACT 1 IN NW 1/4 OF THE SW 1/4 OF SECTION 29, T91N, R49W OF THE 5TH P.M., UNION COUNTY, SOUTH DAKOTA", WAS SURVEYED AND PLATTED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, FOLLOWING GENERALLY ACCEPTED PROFESSIONAL STANDARDS FOR SURVEYING AND PLATTING IN THE STATE OF SOUTH DAKOTA.

DATED THIS 30TH DAY OF NOVEMBER, 1998.

REGISTERED LAND SURVEYOR

Gerald F. Flannery



ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION EXPRESSED OR IMPLIED IS INVALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF GERALD F. FLANNERY, STATE OF SOUTH DAKOTA, REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 2185

OWNERS CERTIFICATE:

WE, CRAIG J. WESTIN AND DARLA D. WESTIN, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF "LOT G OF NELSON TRACT 1 IN NW 1/4 OF THE SW 1/4 OF SECTION 29, T91N, R49W OF THE 5TH P.M., UNION COUNTY, SOUTH DAKOTA." SAID SURVEY AND PLAT WERE MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING, AND PLATTING THE SAME. WE ALSO CERTIFY THAT ANY DEVELOPMENT OF THIS LAND WILL MEET ALL EXISTING APPLICABLE ZONING, SUBDIVISION, LOTS 1 THROUGH 40, EROSION AND SEDIMENT CONTROL REGULATIONS. IT IS FURTHER PROVIDED THAT ANY STREETS, ROADS, ALLEYS, AND/OR OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY, OR HAVE BEEN PREVIOUSLY DEDICATED FOR THE PURPOSES INDICATED THEREON.

CRAIG J. WESTIN

Craig J. Westin

DARLA D. WESTIN

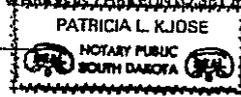
Darla D. Westin

ACKNOWLEDGMENT OF OWNER:

STATE OF So Dak COUNTY OF Union

ON THIS 11 DAY OF Dec, 1998, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED, CRAIG J. WESTIN AND DARLA D. WESTIN, KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE, AND ACKNOWLEDGED THAT HE/SHE/they EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES



NOTARY PUBLIC

Patricia L. Kiose

UNION COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE UNION COUNTY SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING "LOT G OF NELSON TRACT 1 IN NW 1/4 OF THE SW 1/4 OF SECTION 29, T91N, R49W OF THE 5TH P.M., UNION COUNTY, SOUTH DAKOTA", AND THE SAME IS HEREBY APPROVED.

CHAIRMAN, PLANNING COMMISSION

Jerry E. Lars

COUNTY COMMISSIONERS' RESOLUTION OF APPROVAL:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA THAT THE ABOVE PLAT REPRESENTING "LOT G OF NELSON TRACT 1 IN NW 1/4 OF THE SW 1/4 OF SECTION 29, T91N, R49W OF THE 5TH P.M., UNION COUNTY, SOUTH DAKOTA", AND THE SAME IS HEREBY APPROVED.

I, CAROL KLUMPER, COUNTY AUDITOR OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA ON THE 15 DAY OF December, 1998.

COUNTY AUDITOR

Carol Klumper

CHAIRMAN, COUNTY COMMISSIONER

Roger Boldenow

CERTIFICATE OF COUNTY TREASURER:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, WINNA MARY LANNING, COUNTY TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE TAXES WHICH ARE LIENS UPON THIS LAND HAVE BEEN PAID TO DATE.

DATE Dec 15 1998

COUNTY TREASURER

Winnamary Lanning

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, LINDA HIRCHERT, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

DATE 12-15-98

DIRECTOR OF EQUALIZATION

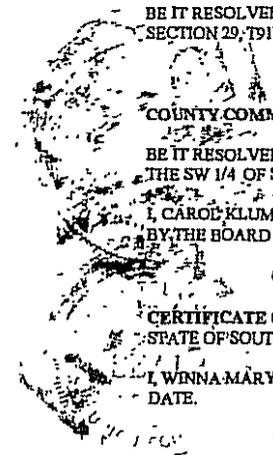
Karolyn Harkness/deputy

CERTIFICATE OF REGISTER OF DEEDS:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

FILED FOR RECORD THIS 15th DAY OF Dec

19 98 AT 2:00 CLOCK P.M. AND RECORDED IN BOOK 15 OF PLATS ON PAGE 45 THEREIN



CHAIRMAN, PLANNING COMMISSION Jerry Eilers

COUNTY COMMISSIONERS' RESOLUTION OF APPROVAL:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA THAT THE ABOVE PLAT REPRESENTING "LOT G OF NELSON TRACT 1 IN NW 1/4 OF THE SW 1/4 OF SECTION 29, T91N, R49W OF THE 5TH P.M., UNION COUNTY, SOUTH DAKOTA", AND THE SAME IS HEREBY APPROVED.

I, CAROL KLUMPER, COUNTY AUDITOR OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA ON THE 15 DAY OF December, 1998.

COUNTY AUDITOR Carol Klumper

CHAIRMAN, COUNTY COMMISSIONER Roger Bollenow

CERTIFICATE OF COUNTY TREASURER:
STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, WINNA MARY LANNING, COUNTY TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE TAXES WHICH ARE LIENS UPON THIS LAND HAVE BEEN PAID TO DATE.

DATE Dec 15 1998

COUNTY TREASURER Winnamary Lanning

CERTIFICATE OF DIRECTOR OF EQUALIZATION:
STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, LINDA HIRCHERT, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

DATE 12-15-98

DIRECTOR OF EQUALIZATION Karol J Harkness / deputy



CERTIFICATE OF REGISTER OF DEEDS:
STATE OF SOUTH DAKOTA - COUNTY OF UNION

98-006159

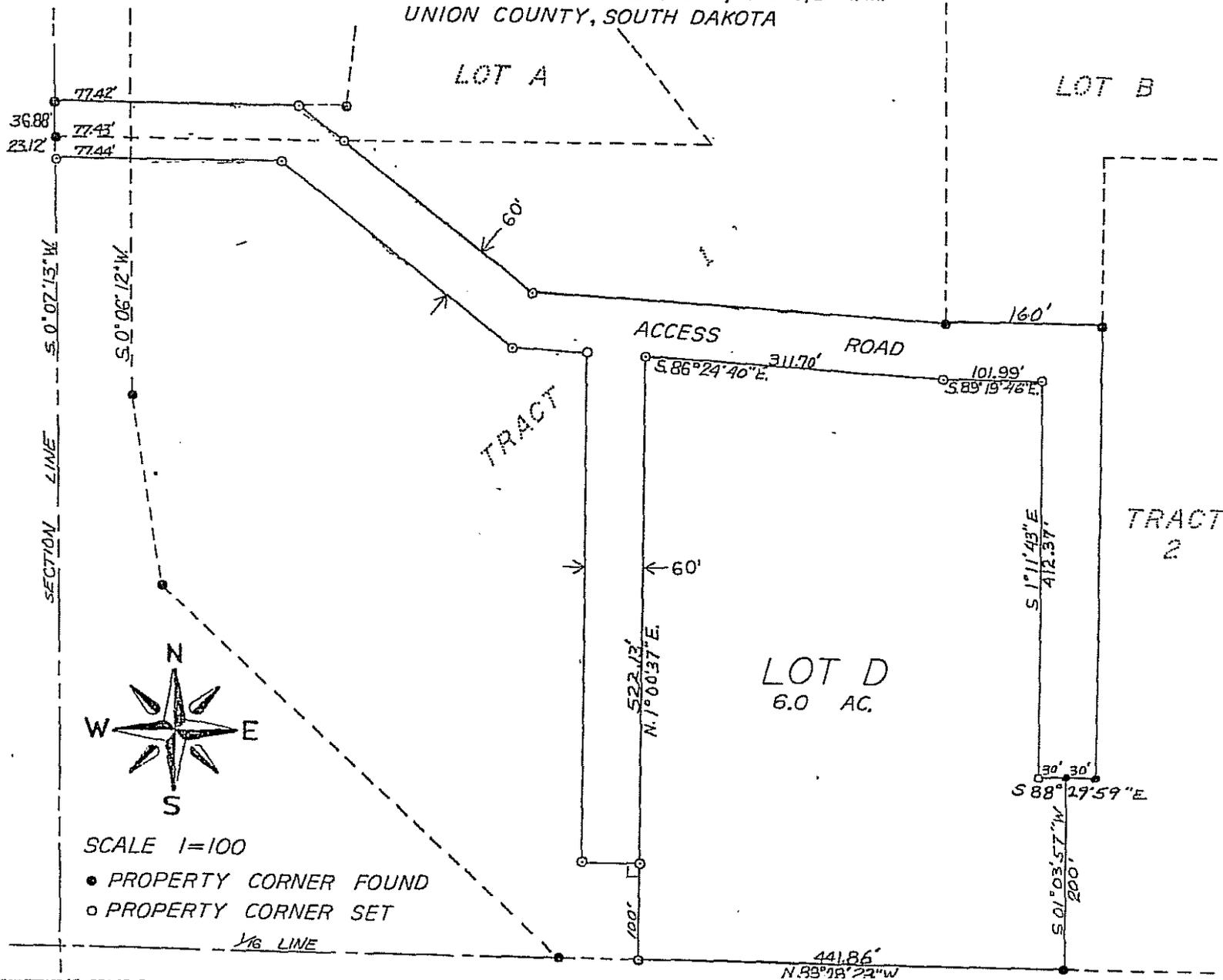
FILED FOR RECORD THIS 15th DAY OF Dec, 1998 AT 2:00 O'CLOCK P.M., AND RECORDED IN BOOK 15 OF PLATS ON PAGE 65 THEREIN.

15pl # 15082

REGISTER OF DEEDS Jana Telf

Exhibit "C"

SURVEY PLAT
 LOT "D" AND ACCESS ROAD RIGHT-OF-WAY
 OF PREVIOUSLY PLATTED LOT "A" AND NELSON TRACT 1
 IN THE NW⁴S.W.⁴ SECTION 29, T.91N., R.49W., 5TH P.M.,
 UNION COUNTY, SOUTH DAKOTA



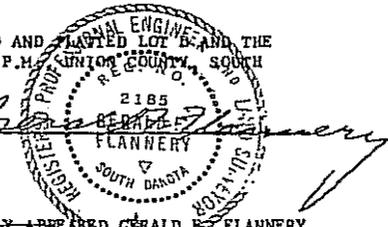
1/8 LINE

441.86'
N 89° 28' 23" W

SURVEYOR'S CERTIFICATE:

I, GERALD F. FLANNERY, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE OWNER, I HAVE SURVEYED AND PLATTED LOT D AND THE ACCESS ROAD RIGHT OF WAY OF PREVIOUSLY PLATTED LOT A AND NELSON TRACT 1 IN THE NW 1/4 SW 1/4 OF SECTION 29, T91N, R49W, 5th P.M., UNION COUNTY, SOUTH DAKOTA. ALL DIMENSIONS AS SHOWN ARE TRUE AND CORRECT.

REGISTERED LAND SURVEYOR

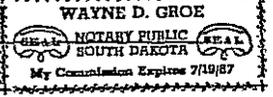


ACKNOWLEDGEMENT OF SURVEYOR:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

BE IT REMEMBERED THAT ON THIS 30th DAY OF March, 1981, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED GERALD F. FLANNERY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES



NOTARY PUBLIC

OWNER'S CERTIFICATE:

I, L. and DIANA L. NELSON, DO HEREBY CERTIFY THAT I AM THE OWNER OF LOT D AND ACCESS ROAD RIGHT OF WAY OF PREVIOUSLY PLATTED LOT A AND NELSON TRACT 1 IN THE NW 1/4 SW 1/4 OF SECTION 29, T91N, R49W, 5th P.M., UNION COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT WERE MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING, AND PLATTING THE SAME. I HEREBY DEDICATE THE 60 FOOT ACCESS ROAD FOR PUBLIC USE.

CURTIS L. NELSON

Curtis L. Nelson

DIANA L. NELSON

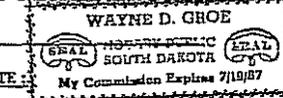
Diana L. Nelson

ACKNOWLEDGEMENT OF OWNER:

STATE OF South Dakota COUNTY OF Union

BE IT REMEMBERED THAT ON THIS 30th DAY OF March, 1981, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED CURTIS NELSON, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES



NOTARY PUBLIC

UNION COUNTY PLANNING COMMISSION CERTIFICATE:

BE IT RESOLVED BY THE UNION COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING LOT D AND ACCESS ROAD RIGHT OF WAY OF PREVIOUSLY PLATTED LOT A AND NELSON TRACT 1 IN THE NW 1/4 SW 1/4 OF SECTION 29, T91N, R49W, 5th P.M., UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

CHAIRMAN, PLANNING COMMISSION

Norman E. Hultgren

RESOLUTION:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA, THAT THE ABOVE PLAT REPRESENTING LOT D AND ACCESS ROAD RIGHT OF WAY OF PREVIOUSLY PLATTED LOT A AND NELSON TRACT 1 IN THE NW 1/4 SW 1/4 OF SECTION 29, T91N, R49W, 5th P.M., UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

I, PHYLLIS LIMOGES, COUNTY AUDITOR OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA, AT THEIR REGULAR MEETING ON THE 28 DAY OF April, 1981.

COUNTY AUDITOR

Phyllis Limoges

CHAIRMAN, COUNTY COMMISSIONERS

McBee

CERTIFICATE OF COUNTY TREASURER:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, WINNA MARY LANNING, COUNTY TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON THE LAND PLATTED HEREON HAVE BEEN PAID IN FULL TO DATE.

DATE April 28 - 1981

COUNTY TREASURER

Winna Mary Lanning

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, MERTON TURNER, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

DIRECTOR OF EQUALIZATION

Linda M. ...

NOTARY PUBLIC

My Commission Expires 7/19/87

I, CURTISS NELSON, and DIANA L. NELSON, DO HEREBY CERTIFY THAT I AM THE OWNER OF LOT D AND ACCESS ROAD RIGHT OF WAY OF PREVIOUSLY PLATTED LOT A AND NELSON TRACT 1 IN THE NW 1/4 SW 1/4 OF SECTION 29, T91N, R49W, 5th P.M., UNION COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT WERE MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING, AND PLATTING THE SAME. I HEREBY DEDICATE THE 60 FOOT ACCESS ROAD FOR PUBLIC USE.

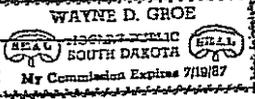
CURTISS L. NELSON Curtiss L. Nelson
DIANA L. NELSON Diana L. Nelson

ACKNOWLEDGEMENT OF OWNER:

STATE OF South Dakota COUNTY OF Union

BE IT REMEMBERED THAT ON THIS 30th DAY OF March, 1981, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED Curtiss L. Nelson, Diana L. Nelson, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES



NOTARY PUBLIC Wayne D. Groe

UNION COUNTY PLANNING COMMISSION CERTIFICATE:

BE IT RESOLVED BY THE UNION COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING LOT D AND ACCESS ROAD RIGHT OF WAY OF PREVIOUSLY PLATTED LOT A AND NELSON TRACT 1 IN THE NW 1/4 SW 1/4 OF SECTION 29, T91N, R49W, 5th P.M., UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

CHAIRMAN, PLANNING COMMISSION Dennis E. Hultgren

RESOLUTION:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA, THAT THE ABOVE PLAT REPRESENTING LOT D AND ACCESS ROAD RIGHT OF WAY OF PREVIOUSLY PLATTED LOT A AND NELSON TRACT 1 IN THE NW 1/4 SW 1/4 OF SECTION 29, T91N, R49W, 5th P.M., UNION COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

I, PHILLIS L. HOGES, COUNTY AUDITOR OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, SOUTH DAKOTA, AT THEIR REGULAR MEETING ON THE 27th DAY OF April, 1981.

COUNTY AUDITOR Phyllis L. Hoges

CHAIRMAN, COUNTY COMMISSIONERS McBee

CERTIFICATE OF COUNTY TREASURER:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, WINNA MARY LANNING, COUNTY TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON THE LAND PLATTED HEREON HAVE BEEN PAID IN FULL TO DATE.

DATE April 28-1981

COUNTY TREASURER Winna Mary Lanning

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, MERION TURNER, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

DIRECTOR OF EQUALIZATION Merion Turner

CERTIFICATE OF REGISTER OF DEEDS:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

FILED FOR RECORD THIS 28th DAY OF April, 1981, AT 3³⁰ O'CLOCK P.M. AND FILED IN BOOK 9 OF PLATS ON PAGE 71 THEREIN.

REGISTER OF DEEDS Jeanette Smith



5.50

Exhibit "D"

RATE SCHEDULE 402

CLASS OF SERVICE: Multi-Phase Service

AVAILABILITY

Available to all three-phase residential, farm and commercial consumers for all uses including lighting, power and heating up to 50 KVA of transformer capacity, subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Three phase where available, 60 cycles at standard secondary voltages.

RATE PER MONTH

Facilities Charge	\$30.00
Energy Charge per KWH	
First 900 KWH per month	\$.106
Next 900 KWH per month.....	\$.086
All Excess	\$.050
Off Peak Credit	\$.026

FACILITIES CHARGE

For all three-phase locations the minimum shall be thirty dollars (\$30.00) per month plus sales tax where applicable.

TERMS OF PAYMENT

The reading and payment must be received in the office or postmarked on or before the 1st of the following month or the gross rates shall apply. The above rates are net, the gross rate being ten (10%) percent higher on the first two hundred (\$200) dollars and two (2%) percent on the remainder of the bill.

TAX ADJUSTMENT

The rates in this schedule may be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes which the cooperative may hereafter have to pay which are levied, imposed, increased, or decreased by laws or ordinances which were not in effect on the effective date of this schedule.

POWER FACTOR ADJUSTMENT

The consumer shall maintain unity power factor as nearly as practicable. Charges of fifteen (\$0.15) cents per kvar may be required for all kvars in excess of one kvar for each three kilowatts of peak demand.

SEASONAL SERVICE

Consumers requiring service only during certain seasons of the year shall be served in accordance with the applicable rate schedule for that class of service except that there shall be annual facilities charge sufficient to assure adequate compensation for the facilities installed to serve the consumer. The annual minimum charge will be twelve times the monthly minimum charge determined in accordance with the applicable rate schedule.

DELIVERY POINT

Unless otherwise specified in a service contract, the delivery point shall be the metering point when service is furnished at secondary voltage, or the point of attachment of the Seller's primary line to the consumer's transformer structure if service is furnished at primary line voltage. All wiring, pole lines and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

PRIMARY SERVICE

If service is furnished at the Cooperative's primary distribution voltage, a discount shall apply to the charges specified in the applicable rate schedule. The Cooperative may meter at secondary voltage and adjust to primary metering by adding the estimated transformer losses to the metered kilowatt-hours and kilowatts. This discount for primary service shall be five (5%) percent of the bill when the bill is above one hundred (\$100) dollars.

Date Adopted: April 27, 1987, Effective with May Billing

Date Attested: February 16, 1991

Date Attested: November 20, 2003

Edward Donnelly,
Secretary