

#27) Schwab Treasury 2 Yr: \$ 1,005,484.38

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Register of Deeds Change Fund:	\$	500.00
Highway Petty Cash:	\$	20.00
Election Petty Cash:	\$	15.00

RETURNED CHECKS:

Hannah Thomas	\$	426.01
Suter, Debbie Stop payment	\$	729.45

TOTAL \$ 12,440,767.19

Dated This 30th Day of September 2024.

/S/ Sue Ganje

Sue Ganje, County Auditor of
of Fall River County

/S/ Teresa Pullen

Teresa Pullen, County
Treasurer
of Fall River County

County Monies	\$	11,388,725.92
Held for other Entities	\$	872,421.49
Held in Trust	\$	179,619.78
TOTAL	\$	12,440,767.19

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS AND STATE.

Motion made by Russell, seconded by Allen, to set a Supplement and Contingency Hearing at 9:45 a.m. on November 7, 2024.

Motion made by Russell, seconded by Allen, to approve the status change from Assessor in Training to Certified Assessor for Heather Shaffer and Morgan Erickson with a wage increase from \$15.50/hr to \$17.00/hr, effective October 7, 2024, per Union Contract.

Notification was given from the Hot Springs Volunteer Fire Department of an upcoming raffle in the form of a rubber duck race, to be held on December 6, 2024.

There were no County Assistance Applications.

Lyle Norton, Sheriff, met with the Board.

Motion made by Russell, seconded by Allen to approve travel for Deputy Michael Close to attend Criminal Investigation Tactics, Techniques, and Procedures training in Commerce City, CO, November 12 through 14, 2024 at a cost of \$836.00 for registration and lodging, plus per diem.

Norton asked the Board if he could order the 2 budgeted vehicles that would be delivered next year.

Motion made by Russell, seconded by Allen to approve Norton ordering the 2 new law enforcement vehicles off of State Bid.

Norton then provided the jail census. There are 15 in house, 9 males and 6 females, with 1 female in Pennington Count and 1 male in Meade County for a total of 17 inmates.

Frank Maynard, Emergency Manager, met with the Board.

Motion made by Greenough, seconded by Russell, to approve and authorize the Chairman to sign the LEMPG Single Signature form.

He updated the Board that there is a remaining balance of \$3,000.00 from the HPM Grant for hazardous material.

A brief discussion occurred between the Board, Jeff Wiedow and John Haskvitz and Maynard regarding some confusion with the Burn Ban.

Motion made by Allen, seconded by Greenough, to rescind Fall River County Resolution #2024-69 as follows:

**FALL RIVER COUNTY RESOLUTION #2024-69
A RESOLUTION TO PROVIDE FOR TEMPORARY EMERGENCY REGULATION
OF FIRE HAZARDS IN FALL RIVER COUNTY**

WHEREAS, the Fall River County Commission is charged with protecting the health and safety of the citizens of Fall River County including all property situated therein; and

WHEREAS, the Fall River County Commission has consulted with local fire officials, law enforcement and emergency management officials concerning the threat posed by wildfires; and

WHEREAS, the threat of wildfires in Fall River County is such so as to pose a significant danger to the health and safety of the citizens of Fall River County including property situated therein; and

WHEREAS, the Fall River County Commission has deemed it necessary to enact certain temporary controls to reduce the threat posed to the citizens and property of Fall River County by wildfires.

NOW THEREFORE BE IT RESOLVED, that pursuant to SDCL 7-8-20 (18) the Fall River County Commission does hereby enact this resolution to ensure public safety on an emergency basis, effective immediately and impose a ban on all open burning and fireworks except for petroleum fueled or charcoal briquette fueled grills used for preparing food. This burn ban applies to any individual in Fall River County outside any municipality or land within the Black Hills Fire Protection District and is in effect when the fire index reaches the **MODERATE, HIGH, VERY HIGH or EXTREME** level as published on the Rapid City National Weather Service website. Individuals will be allowed to use gas fueled or charcoal fired BBQ grills and will be allowed open burning when the fire index is at the **LOW** level. Campfires will **NOT** be allowed on private land or licensed commercial campgrounds. Campgrounds operated by the State of South Dakota or US Government must follow the established laws and regulations.

IT IS FURTHER RESOLVED, that this open burning ban will remain in effect until repealed by the Fall River County Commission. Pursuant to SDCL 7-18A-2 the penalty for violating this resolution shall include a fine not to exceed two hundred dollars for each violation and/or imprisonment for a period not to exceed thirty days for each violation; or both such fine and imprisonment. Additionally, person(s) in violation of this burn ban may be responsible for any and all suppression costs.

BE IT FURTHER RESOLVED, that the Fall River County Commission declares an emergency and this resolution shall be in effect immediately in order to protect the peace, health and safety of the citizens of Fall River County.

Dated this 3rd day of October, 2024.

/S/ Joe Falkenburg
Joe Falkenburg
Chairman, Fall River Commission

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

With Falkenburg voting no, all others voting yes, motion carried.

Maynard then provided updates and reported on incidents.

Dan Cullen, Veteran Service Officer, met with the Board to provide the 3rd Quarter report.

Motion made by Allen, seconded by Greenough, to approve the purchase of a Dell OptiPlex 7010 7000 Tower Business Desktop Computer, 13th Gen Intel 14-Core i5-13500, 32 GB DDR4 RAM, 1TB PCIe SSD, DVDRW, WiFi Adapter, Ethernet, Keyboard & Mouse, Windows 11 Pro at a cost of approximately \$850.00 for the Veteran Service Officer.

Tony March, Highway Superintendent, met with the Board.

Motion made by Russell, seconded by Allen, to approve the purchase of LB51-33CS Fixed Neck Low Boy Trailer with 51-ton capacity in the amount of \$49,900.00 from Pitts Heavy Haul. With Greenough voting no, all others voting yes, motion carried.

Motion made by Greenough, seconded by Allen, to approve travel for March to attend the Road Show, Conference and Annual Meeting in Aberdeen on December 5 & 6, 2024 at a cost of \$110.00 plus lodging and per diem.

Fuel quotes were provided for 8,000 gallons of dyed #2 Diesel fuel from Nelson's Oil & Gas quoted \$2.69/gallon. Vollan Oil and MG Oil did not provide bids.

Motion made by Greenough, seconded by Allen, to approve and accept the low and only bid from Nelson's Oil & Gas for 8,000 gallons of dyed #2 Diesel fuel at \$2.69/gallon.

March then requested hire approval for the recently opened Highway Department Office Manager position.

Motion made by Allen, seconded by Russell, to approve hiring Julie Silvermail, Highway Department Office Manager, \$16.50, effective 10/19/2024. With Greenough voting no, all others voting yes, motion carried.

March then presented updates for the Highway Department. He reported that the traffic counter that the State of SD provided was moved around to various County Roads. He presented the data that Falkenburg requested as follows:

<u>DATE</u>	<u>ROAD</u>	<u>VEH COUNT</u>	<u>AVE SPEED</u>	<u>MAX SPEED</u>	<u>SPEED LIMIT</u>
09/26-09/28	71A-Shep's Canyon	972	41	52	35
10/01	18-Argyle	185	40	63	55
09/25	6-Maitland	21	54	59	55
09/23	1-W Old Hwy 79	35	32	35	55
09/21	1-Pirates & Old 79	37	45	55	55
09/19-09/21	2-S Smithwick	259	46	59	55
10/2	12-Pilger Mnt Rd	97	51	67	55
09/30	17-Cottonwood	191	45	65	55

Dave Weishaupl, Building Maintenance Supervisor, met with the Board.

Motion made by Greenough, seconded by Cope, to approve the quote and purchase of additional WiFi equipment and installation from Golden West Technologies for the north end of the south annex in the amount of \$3,584.36.

Weishaupl then provided updates from the 3-year and 5-year inspections of the fire sprinkler systems and presented quotes to replace old and outdated fire suppression systems.

Motion made by Allen, seconded by Russell, to approve the quote and purchase of equipment and installation of upgraded sprinkler systems in the Courthouse from Rapid Fire Protection in the amount of \$10,995.00.

Motion made by Allen, seconded by Russell, to approve the quote and purchase of equipment and installation of upgraded sprinkler systems in the Jail from Rapid Fire Protection in the amount of \$8,927.00.

The time being 9:30, a hearing was held regarding lowering the speed limit from 55 mph to 35 mph on Smithwick Rd (County Highway 1) from Angostura Road to US Hwy 385. There were no comments offered from the public.

Motion made by Greenough, seconded by Russell, to approve Fall River County Resolution #2024-76 as follows:

FALL RIVER COUNTY RESOLUTION #2024-76

WHEREAS, The Fall River Board of County Commissioners has received concerns and complaints about the speed limit on County Road #1, Smithwick Road between Angostura Road to US Hwy 18/385, and

WHEREAS, a public hearing was held on October 17, 2024, to receive input from area residents, and

WHEREAS, at the public hearing it was decided that the speed limit on County Road #1, Smithwick Road from Angostura Road to US Hwy 18/385, should be set at 35 miles per hour on this section of the road;

NOW THEREFORE, BE IT RESOLVED, that the Fall River Board of County Commissioners reduce to 35 mile per hour speed limit on County Road #1, Smithwick Road, from the intersection of Angostura Road to the intersection of US Hwy 18/385, and

BE IT FURTHER RESOLVED, that the County Highway Superintendent install a 35 mile per hour sign at each intersection, and a copy of this Resolution be given to law enforcement.

Dated this 17th day of October, 2024.

**/S/ Joe Falkenburg
Joe Falkenburg, Chairman
Board of County Commissioners
Fall River County**

ATTEST:

**/S/ Sue Ganje
Sue Ganje, County Auditor
Fall River County**

The Board then discussed possible uses for the \$160,000.00 in Opioid Settlement monies that was received by the County. Russell suggested that we reach out to the organizations that the County annually provides money to that work with addiction and recovery. She also suggested contacting some possible mental health organizations. Ganje will reach out to them and bring back results at the next meeting.

Allen did not have any updates regarding the proposed Jail/Justice Center.

The time being 9:45, the Supplement and Contingency Transfers Hearing was to take place, however, none were noted for this meeting. It was noted that, a letter needs to be sent out to the Court Appointed Attorneys that provide services to let them know that all bills and invoices, or estimates of expenses for the remainder of the year, need to be turned in before the 1st meeting in December.

Andersen Engineers met with the Board to present plats for their consideration.

Motion made by Allen, seconded by Russell, to approve Fall River County Resolution #2024-77 as follows:

FALL RIVER COUNTY RESOLUTION #2024-77

A PLAT OF PALO TRACTS 1 AND 2, LOCATED IN THE NW1/4 SW1/4 OF SECTION 1, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, formerly Sundance Tract 1

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore.

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 17th day of October, 2024.

**/S/ Joe Falkenburg
Joe Falkenburg, Chairman
Fall River County Board of Commissioners**

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor
 Fall River County Auditor

Motion made by Allen, seconded by Russell, to approve paying the bills as follows:

GENERAL FUND		
A & B WELDING SUPPLY CO.	SUPPLY	\$69.96
APPLIED CONCEPTS INC	EQUIPMENT	\$3,350.00
BLACK HILLS CHEMICAL	SUPPLY	\$194.66
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$866.60
CHEYENNE SANITATION	SANITATION COLLECTIO	\$379.50
COLBATH & SPERLICH, PC	CAAF	\$8,238.98
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
CHAMBERLAIN MCCOLLEY'S	COUNTY BURIAL ASSIST	\$2,150.00
ELECTION SYSTEMS & SOFT	ELECTION SYSTEM SOFT	\$2,037.19
ENVIRONMENTAL PRODUCTS	AIR FILTERS	\$201.84
ERICKSON, MORGAN	REIMBURSEMENT	\$200.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$71.25
FALL RIVER AUTO SUPPLY	SUPPLY	\$31.09
FALL RIVER COUNTY HERALD	PUBLICATION	\$337.31
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8,155.90
HEALTHCARE SERVICES INC	INMATE MEALS	\$15,672.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$165.39
CITY OF HOT SPRINGS	CITY WATER BILL	\$710.52
JOHNSON, CAROL	COURT REPORTER	\$127.40
MARCO	COPIER LEASE	\$172.80
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MAVERICK TIRE & AUTO	REPAIR/MAINTENANCE	\$168.25
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$140.00
MIDWEST MENTAL HEALTH SD	QMHP/MI	\$375.00
QUADIENT FINANCE USA, INC	POSTAGE	\$1,051.98
NEWVISION SECURITY LLC	CONTRACT SERVICES	\$89.97
O'DAY, VALARIE	COURT REPORTER	\$531.30
ONSITE FIRST AID, LLC	FIRST AID	\$296.15
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNI	\$475.00
PENNINGTON COUNTY JAIL	TRANSPORT	\$184.44
QUALITY INN	LODGING	\$1,267.00
RUSHMORE COMMUNICATIONS	EQUIPMENT	\$194.36
SDACC	CATASTROPHIC LEGAL E	\$1,168.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$480.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00
STATE BAR OF SOUTH DAKOTA	FASTCASE	\$531.00
SERVALL	RUGS AND MATS SERVIC	\$458.58
SOUTHERN HILLS LAW PLLC	CAAF	\$3,454.47
THOMSON REUTERS	SUBSCRIPTION	\$163.17
PALASKI, DARLENE D	JURY & WITNESS FEE	\$20.00
NORTON, LYLE	REIMBURSEMENT	\$94.00

ATWOOD, BOB	JURY & WITNESS FEE	\$20.51
HARPER, SARA	JURY FEE	\$82.75
MESTON, KAREN	JURY FEE	\$51.31
O'NEILL, LICIA	JURY FEE	\$52.62
STEVENS, DARLA	JURY FEE	\$51.31
SWENSON, DEBORAH	JURY FEE	\$51.31
THOMPSON, MARY	JURY FEE	\$51.31
SHAFFER, HEATHER	REIMBURSEMENT	\$200.00
JUROR	JURY & WITNESS FEE	\$20.51
JUROR	JURY & WITNESS FEE	\$20.00
JUROR	JURY & WITNESS FEE	\$21.20
JUROR	JURY & WITNESS FEE	\$21.02
JUROR	JURY & WITNESS FEE	\$21.02
JUROR	JURY & WITNESS FEE	\$21.02
JUROR	JURY & WITNESS FEE	\$33.26
JUROR	JURY & WITNESS FEE	\$22.55
JUROR	JURY & WITNESS FEE	\$49.58
JUROR	JURY & WITNESS FEE	\$20.51
	TOTAL FOR GENERAL FUND	\$55,405.35
COUNTY ROAD & BRIDGE FUND		
BUTLER MACHINERY CO.	EQUIPMENT/PARTS	\$295,412.07
CHEYENNE SANITATION	SANITATION COLLECTIO	\$79.00
CITY OF EDGEMONT	CITY OF EDGEMONT WAT	\$87.40
FALL RIVER AUTO SUPPLY	SUPPLY	\$362.46
FORWARD DISTRIBUTING	SUPPLIES/PARTS	\$65.65
FALL RIVER COUNTY HERALD	PUBLICATION	\$72.05
FR WATER USERS DISTRICT	UTILITY	\$114.00
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.50
GREAT WESTERN TIRE	REPAIR/MAINTENANCE	\$300.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$123.50
CITY OF HOT SPRINGS	CITY WATER BILL	\$25.11
LMI TENNESSEE LLC	EQUIPMENT/TRAILER	\$49,900.00
MARTY'S TIRE & AUTO BODY	REPAIR/SERVICE	\$4,440.00
MCKIE FORD LINCOLN INC.	REPAIR/MAINTENANCE	\$474.26
MENARDS	SUPPLY	\$134.94
NEWMAN SIGNS INC.	SIGNAGE	\$229.86
ONSITE FIRST AID, LLC	FIRST AID	\$42.85
RDO EQUIPMENT CO	SUPPLY	\$133.50
ROSANE CONSTRUCTION LLC	DUST CONTROL/ANGOSTU	\$3,401.28
SD DEPT OF TRANSPORTATION	STATE COST SHARE ROA	\$913.78
	TOTAL FOR COUNTY ROAD & BRIDGE	\$356,320.21
911 SURCHARGE REIMB		
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$81.43
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$17.00

	TOTAL FOR 911 SURCHARGE REIMB	\$98.43
EMERGENCY MGT FUND		
ARROWWOOD RESORT & CONFER	LODGING/TRAVEL	\$352.68
FALL RIVER COUNTY HERALD	PUBLICATION	\$35.00
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$17.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$14.39
MARCO	COPIER LEASE	\$86.40
	TOTAL FOR EMERGENCY MGT	\$505.47
24/7 SOBRIETY FUND		
SD DEPARTMENT OF HEALTH	24/7 LABS	\$70.00
	TOTAL FOR 24/7 SOBRIETY	\$70.00
M & P RELIEF FUND		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$75.00
	TOTAL FOR M & P RELIEF	\$75.00
COURTHOUSE BUILDING FUND		
LYLE'S LOCK SERVICE	REPAIR/MAINTENANCE	\$51.00
NELSONS OIL & GAS INC.	UTILITY	\$35.00
RAPID FIRE PROTECTION INC	MAINTENANCE/REPAIR	\$566.33
	TOTAL FOR COURTHOUSE BUILDING FUND	\$652.33
	TOTAL FOR BILLS PAID BETWEEN 10-04 AND 10-17-2024	\$413,126.79

Break was taken at 9:56 a.m. The meeting resumed at 10:03 a.m.

Teresa Pullen, Treasurer was unable to meet with the Board.

Joe Falkenburg, Commissioner, then asked for Public Comment to which there were none.

Motion made by Russell, seconded by Cope, to enter into Executive Session as per SDCL 1-25-2 (1) personnel and SDCL 1-25-2 (3) legal at 10:03 a.m.

Falkenburg declared the Board out of Executive Session and the meeting adjourned at 10:58 a.m.

/s/ Joe Falkenburg
Joe Falkenburg, Chairman
Board of Fall River County Commissioners

ATTEST:
/s/ Sue Ganje
Sue Ganje, Auditor
Fall River County



2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Quote

No.: **72197**

Date: 10/23/2024

Prepared for:

Dave Weishaupl (605) 891-1151
Fall River County Auditor
906 N River Street
Hot Springs, SD 57747 USA

Account No.: 1889
Phone: (605) 745-5145
Fax: (605) 745-3530

Qty	Description	UOM	Sell	Total
2	HP Pro 400 G9 Desktop Mini Computer - Intel Core i7 14th Gen i7-14700T - 32GB RAM - 512GB SSD - Win11 Pro - 3yr. Warranty	EA	\$1,229.00	\$2,458.00
1	PC Configuration - Customer will pick up once configured.	EA	\$1,080.00	\$1,080.00

Your Price:

\$3,538.00

Total:

\$3,538.00

Prices are valid for 30 days from quote date.

Prepared by: Chris Bernard, chrisbernard@goldenwest.com

Date: 10/23/2024

Accepted by: _____

Date: _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply. Applicable taxes and/or shipping charges may be added to the invoice.

Terms: A 30% down payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice date. Large, long-term projects are subject to progress billing.

PREPARED BY:

Name: Brad Thomsen
Address: PO Box 538
Edgemont SD 57735
Telephone #: 308-665-5812

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this 28 day of ~~Nov~~ October, 20 24, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and Spearhead Ranch LLC and _____, Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are):
PO Box 69 and _____
Edgemont, SD 57735.

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # Wyoming Rd.

Easement to be in that area adjacent to the SW Quarter of the NE Quarter of the _____, Section 07 in Township 12S South, Range 2E East, and the NW Quarter of the SE Quarter, Section 07 in Township 12S South, Range 2E East, of the Black Hills Meridian, Fall River County, South Dakota.

And
The pipeline to run from the SW Quarter of the NE Quarter of Section 07 in Township 12S South, Range 2E East, to the NW Quarter of the SE Quarter, Section 07 in Township 12S South, Range 2E East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

- a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-5137 in

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been causes result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least seven (7) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

PIPELINE EASEMENT CONT'D

construction, repair, maintenance and replacement shall be done at Grantee(s)'s cost.

III.

That the consideration for this easement is One Dollar (\$1.00) and other good and valuable Consideration.

IV.

The parties further agree that this easement and all its terms and conditions shall inure to and be for the benefit of the parties to this agreement, as well as for their respective heirs, successors in interest and assigns.

Fall River County, Grantor

By: _____

Chairman

Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)

SS)

COUNTY OF FALL RIVER)

On this _____ day of _____, _____, before me _____, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be Chairman of the Fall River County Board of Commissioners, and acknowledged to me that he/she executed the same on behalf of Fall River County, a Political Subdivision of the State of South Dakota in his/her capacity as Chairman of the Fall River County Commission, for the purposes therein contained.

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

My Commission Expires:

Notary Public – South Dakota

(SEAL)

PIPELINE EASEMENT CONT'D

Owner as Grantee

Spearhead Ranch LLC

By: [Signature] and _____

STATE OF South Dakota)

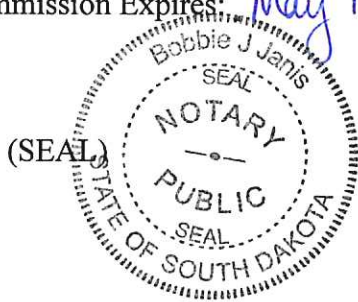
COUNTY OF Fall River)
SS)

On this 28th day of October, 2024, before me, Bobbie J Janis, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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

[Signature]
Notary Public

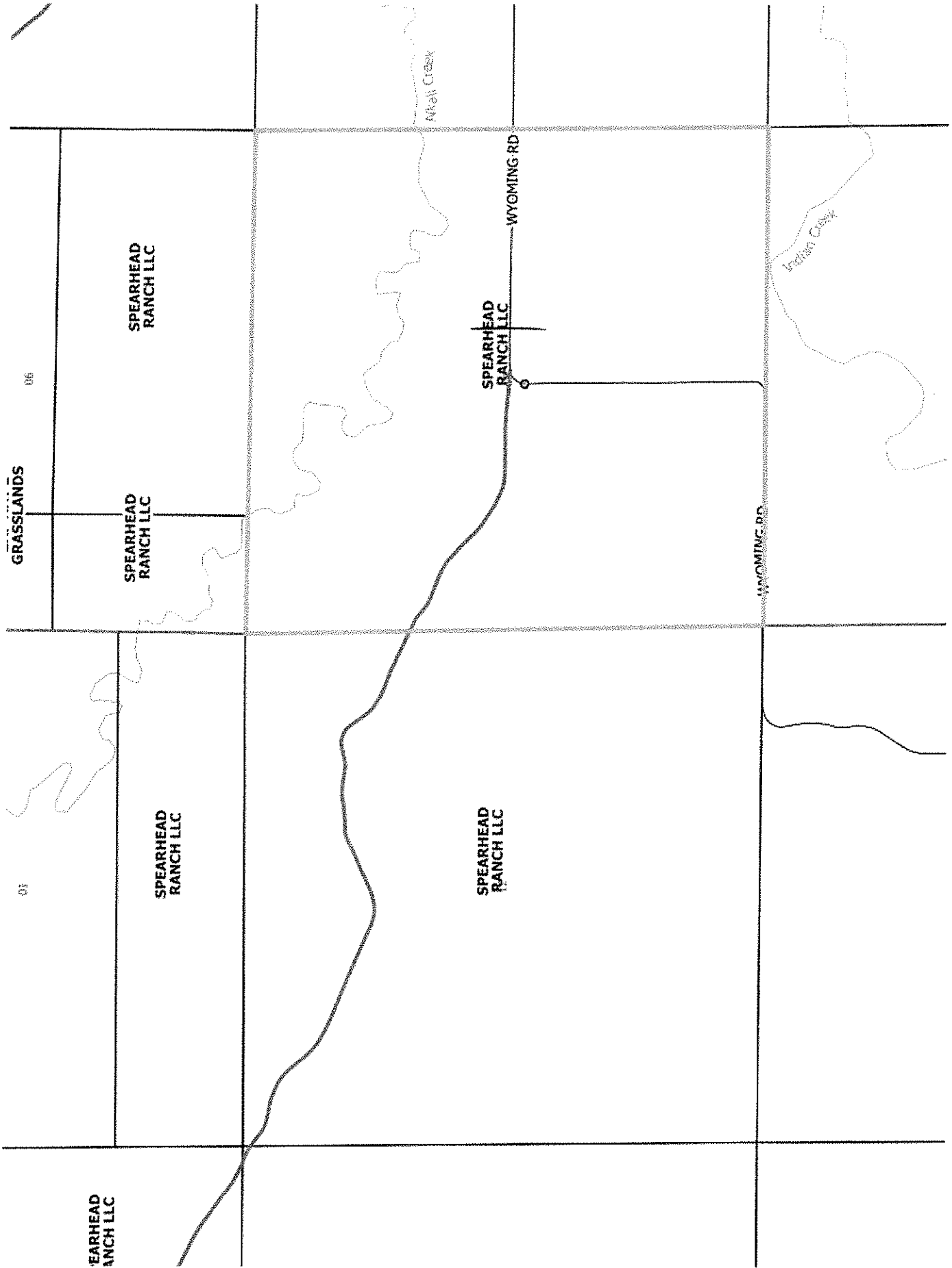
My commission Expires: May 18, 2027





WYOMING RD

PIN: 47000-01202-071-00
 Owner: SPEARHEAD RANCH LLC
 Assessed Value: \$ 92,050
 Legal: ALL SEC 7, TWP 12, RG 2 (INCLUDES GOVT LOTS)



GRASSLANDS

06

01

EARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

NICKEL CREEK

LEADEN CREEK

WYOMING RD

WYOMING RD

PREPARED BY: ~~_____~~

Name: Brad Thomsen

Address: PO Box 538
Edgemont SD 57735

Telephone #: 308-665-5812

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PIPELINE EASEMENT**

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PO Box 69 and _____
Edgemont, SD 57735.

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # Wyaning Rd.

Easement to be in that area adjacent to the SE Quarter of the SW Quarter of the _____, Section 07 in Township 12S South, Range 2E East, and the SW Quarter of the SE Quarter, Section 07 in Township 12S South, Range 2 East, of the Black Hills Meridian, Fall River County, South Dakota.
And

The pipeline to run from the SE Quarter of the SW Quarter of Section 07 in Township 12S South, Range 2 East, to the SW Quarter of the SE Quarter, Section 07 in Township 12 South, Range 2 East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-5137 in

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been causes result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least seven (7) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

PIPELINE EASEMENT CONT'D

Owner as Grantee

Spearhead Ranch LLC

By: *Bud Thomas* and _____

STATE OF *South Dakota*)

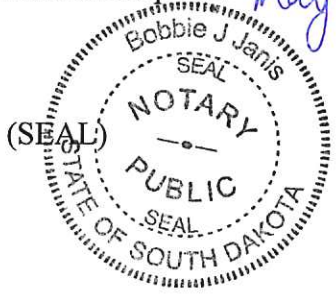
COUNTY OF *Fall River*)
SS)

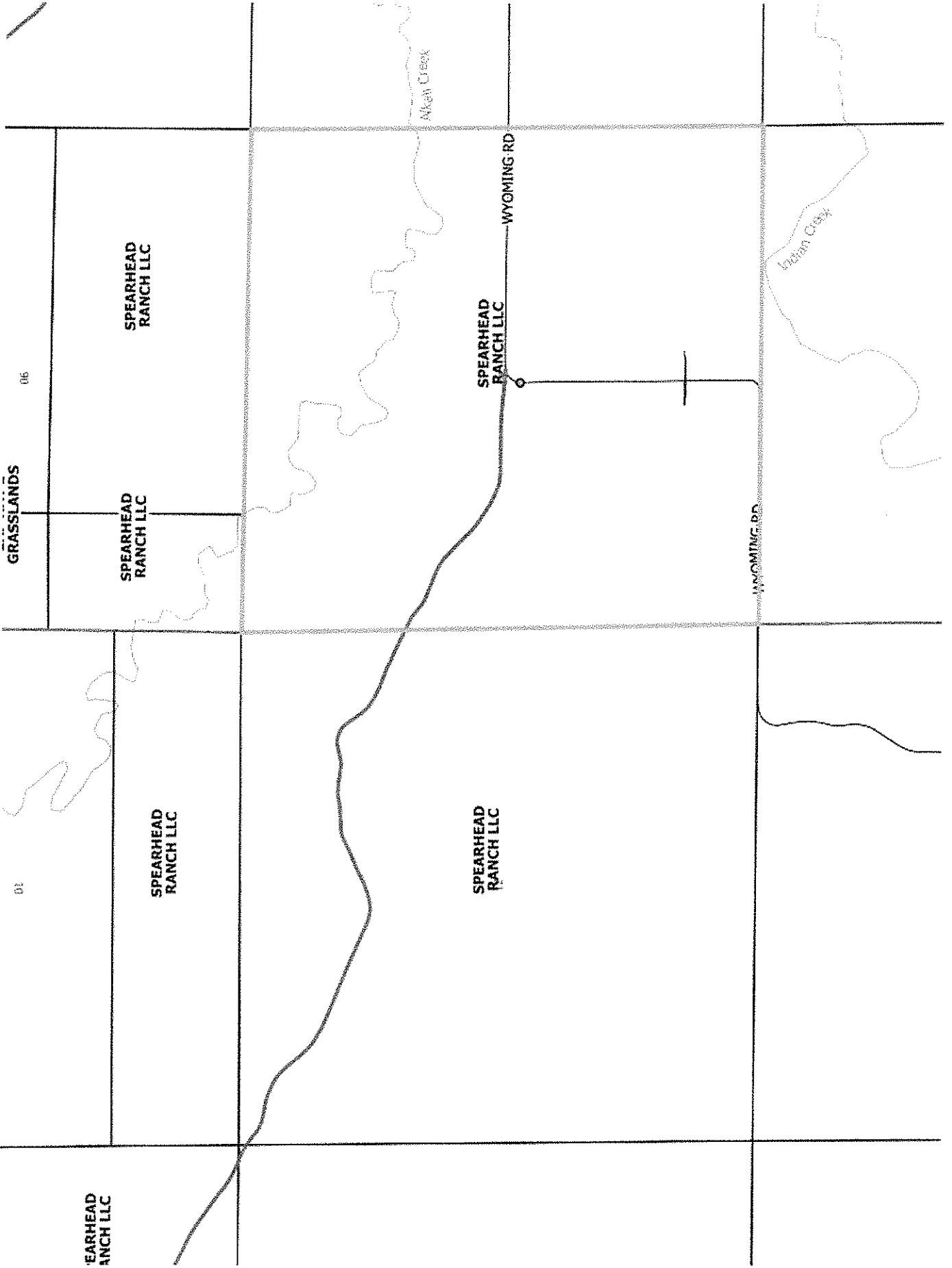
On this *28th* day of *October*, *2024*, before me, *Bobbie J Janis*, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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

Bobbie J Janis
Notary Public

My commission Expires: *May 18, 2027*





GRASSLANDS

016

EARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

SPEARHEAD RANCH LLC

WYOMING RD

WYOMING RD

Nkan Creek

Lujan Creek

10



PIN: 47000-01202-071-00
 Owner: SPEARHEAD RANCH LLC
 Assessed Value: \$ 92,050
 Legal: ALL SEC 7, TWP 12, RG 2 (INCLUDES GOVT LOTS)

SPEARHE
 RANCH L

T012S
 R02E
 NW SW

WYOMING RD

SPEARHEAD
 RANCH LLC

LOT 3

LOT 4

SW NW

SE NE

SW NE

SE NW

NW SW

NE SE

NW SE

NE SW

SW SW

SE SE

SW SE

SE SW

WYOMING RD

SW

NW

NE

NW

SW

AKKON CREEK

052

PREPARED BY:

Name: JIM WATKINS

Address: 11987 PILGER MTRD,
EDGEMONT, S.D. 57735

Telephone #:
605-662-7007
605-890-1627

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and _____ and _____, Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are):
J/P RANCH CORP. P.O. BOX 952 NAT SPRING and J/P RANCH CORP.
11987 PILGER MTRD. EDGEMONT S.D. 57735

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # 322.

Easement to be in that area adjacent to the NW Quarter of the SW Quarter of the _____, Section 9 in Township 7S South, Range 3E East, and the NE Quarter of the SE Quarter, Section 8 in Township 7 South, Range 3E East, of the Black Hills Meridian, Fall River County, South Dakota.
And

The pipeline to run from the NW Quarter of the SW Quarter of Section 9 in Township 7S South, Range 3E East, to the NE Quarter of the SE Quarter, Section 8 in Township 7S South, Range 3E East, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

- a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-5137 in

PIPELINE EASEMENT CONT'D

advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been caused result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least seven (7) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

PIPELINE EASEMENT CONT'D

Owner as Grantee

By: Jimi Wath and _____

STATE OF South Dakota)

COUNTY OF Fall River)
SS)

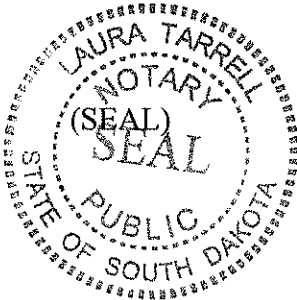
On this 30 day of October, 2024, before me, LAURA TARRELL, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

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

Laura Tarrell
Notary Public

My commission Expires:

My Commission Expires
December 3, 2025



Pipeline Easement Use

PIPELINE EASEMENT INSTRUCTIONS – see bottom of page for a blank form

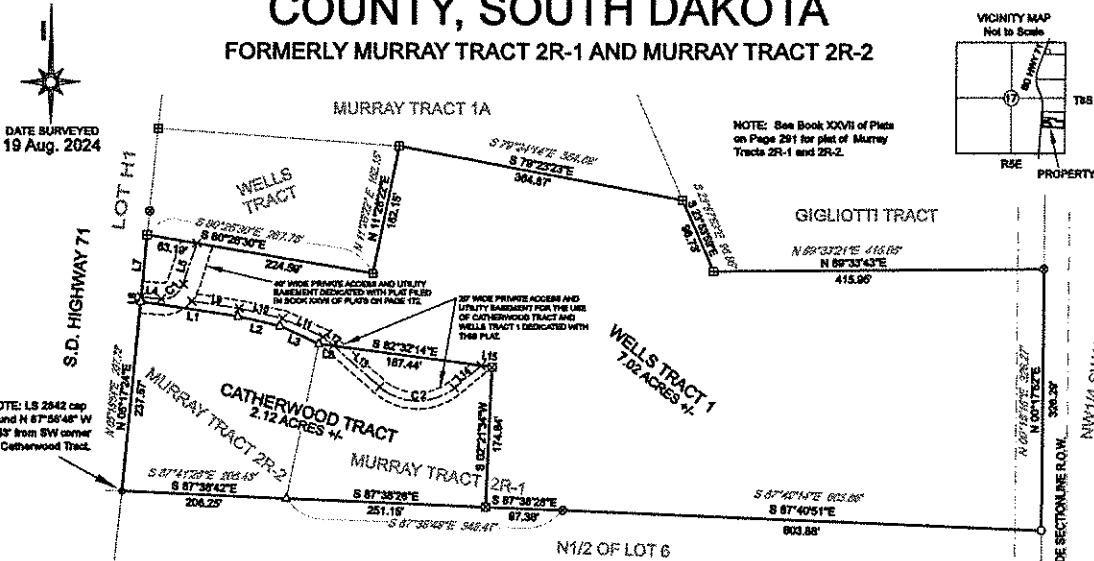
1. Landowner/Grantee needs to read over and then fill out page one and page four. Be sure to fill out the "Prepared By" area on page one.
2. Make sure that your signatures are notorized on page four.
3. **Mark** the area on the County Map where the pipeline will cross or run adjacent to the County Road **right of way**. A better map can be printed out at the Fall River County Web-Site: fallriver.sdcountries.org (under Directory/GIS Maps/Landowner/by Township & Range)
4. **Notify** the Auditor's Office to put the easement on the agenda for approval by the County Commissioners.
5. It is the Landowner/Grantee's responsibility to file this document with the Register of Deeds. (The cost to file this Easement as of 7-1-2012 is \$30.00)

This can be done for you. Make a check payable to: Fall River County Register of Deeds for the above amount (\$30.00). This should accompany the easement to the Commissioners Meeting for approval

Blank Pipeline Easement

Return to Highway Department Page

A PLAT OF
**CATHERWOOD TRACT AND WELLS TRACT 1 OF
 HOFFNER SUBDIVISION, LOCATED IN THE E1/2
 SE1/4 OF SECTION 17, T8S, R5E, BHM, FALL RIVER
 COUNTY, SOUTH DAKOTA**
 FORMERLY MURRAY TRACT 2R-1 AND MURRAY TRACT 2R-2



DATE SURVEYED
 19 Aug. 2024

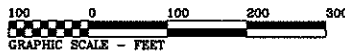
NOTE: See Book XXXVII of Plats
 on Page 201 for plat of Murray
 Tracts 2R-1 and 2R-2.

NOTE: LS 2842 cap
 found N 87°56'48" W
 1.53' from SW corner
 of Catherwood Tract.

Course	Bearing	Distance
L1	S 81°43'23" E	123.79'
L1	S 81°43'23" E	123.80'
L2	S 77°01'28" E	83.99'
L2	S 78°58'28" E	53.89'
L3	S 85°43'10" E	83.04'
L3	S 85°43'10" E	83.01'
L4	S 84°52'27" E	25.48'
L5	N 17°46'31" E	83.89'
L6	N 05°14'42" E	6.00'
L6	N 05°18'54" E	78.14'
L7	N 05°14'42" E	78.14'
L7	N 05°18'54" E	78.14'
L8	S 82°32'14" E	18.18'
L9	S 81°43'23" E	80.91'
L10	S 77°01'28" E	85.36'
L11	S 85°43'10" E	88.41'
L12	S 48°06'48" E	18.61'
L13	S 48°06'48" E	78.11'
L14	N 00°10'58" E	43.19'
L15	S 82°32'14" E	14.32'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	28.53'	21.23'	35.81'	77°19'04"	215°56'46"	33.19'	N 56°28'05" E
C2	72.30'	81.43'	101.84'	80°42'13"	79°14'48"	83.62'	S 89°27'34" E

BASIS OF BEARING - GPS OBSERVATION
 taken S 48°14'10" W 2035.81' from the SW
 corner of Catherwood Tract.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°20'48.30991" N
 LONG: -105°33'0.77225" W



LEGEND

- ⊠ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 0600"
- ⊠ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5000"
- ⊠ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- ⊠ Found rebar w/aluminum cap marked "DOT"
- ⊠ Found rebar w/aluminum cap marked "LIMBO LS 11818"
- Found rebar
- × angle point not monumented
- (122.00') Start lettering denotes record call

CERTIFICATE OF SURVEYOR

I, John D. McBride, Registered Land Surveyor No. 5908 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

John D. McBride, BDRLS No. 5908

CERTIFICATE OF COUNTY TREASURER

I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

Fall River County Treasurer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

STATE OF _____ COUNTY OF _____

Catherwood Family Trust does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

(TRUSTEE)

(TRUSTEE)

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, the undersigned officer, personally appeared _____ Trustee of Catherwood Family Trust, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires

STATE OF _____ COUNTY OF _____

I, Irene H. Wells, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Irene H. Wells

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Irene H. Wells, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___

Fall River County Register of Deeds

APPROVAL OF ACCESS BY ROAD AUTHORITY

The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:02-01:02.
 Dated this ___ day of ___, 2024.

8000T Authority

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of areas conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR

I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Fall River County Auditor

Presented by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by RW	Date 11/7/2023	P.O. Box 444 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 11/10/2023	andersenengineers@grc.net
Scale 1"=100'	Sheet 1 of 1	File Name: MURRAY_TR_2R2

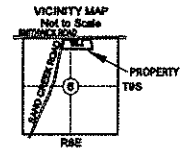
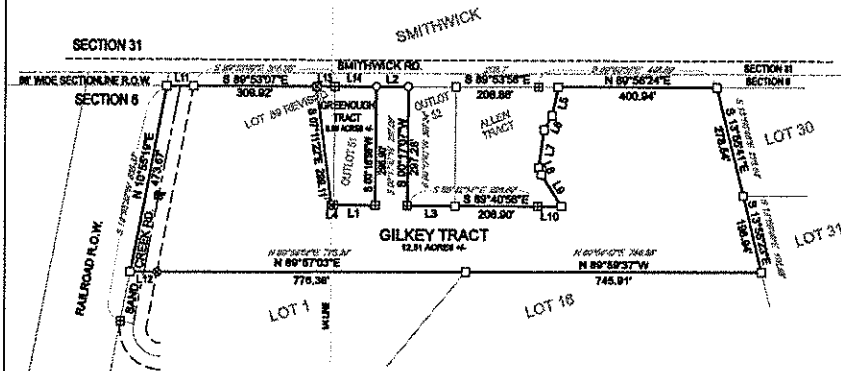
A PLAT OF GILKEY TRACT OF SAND CREEK RESERVE SUBDIVISION, AND GREENOUGH TRACT, LOCATED IN THE N1/2 OF SECTION 6, T9S, R8E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FORMERLY OUTLOT 51 OF SMITHWICK, AND LOT 89 REVISED OF SAND CREEK RESERVE SUBDIVISION

NOTE: See Book XXVII of Plats on Page 288 for plat of Lot 89 Revised of Sand Creek Reserve Subdivision.

NOTE: See Book 6 of Plats on Page 22 for a plat of Smithwick.

NOTE: Greenough Tract contains 0.18 acres of former Lot 89 Revised.



BASIS OF BEARING - GPS OBSERVATION taken S 78°41'53" E 8316.87' from SE corner of GILKEY TRACT.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°17'17.49789"
LONG: -105°12'33.72120"



Course	Bearing	Distance
L1	S 89°46'18" E	104.91'
L1	S 89°40'14" E	103.00'
L2	S 89°59'57" E	79.84'
L2	S 89°59'57" E	80.00'
L3	S 89°40'56" E	120.31'
L3	S 89°40'56" E	120.27'
L4	S 89°48'17" E	6.77'
L5	S 11°52'58" W	72.91'
L6	S 28°13'42" W	40.09'
L7	S 07°52'13" W	95.45'
L8	S 22°27'24" E	18.45'
L9	S 32°00'05" E	85.97'
L10	N 89°45'18" W	68.72'
L11	S 89°53'04" E	67.19'
L11	S 89°53'15" E	33.6' - 35.60'
L12	N 89°57'03" E	97.23'
L13	S 89°53'07" E	45.44'
L14	S 89°50'14" E	105.23'
L14	S 89°53'15" E	105.00'

LEGEND

- ⊗ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5008"
- Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5008"
- ⊙ Found rebar w/plastic cap marked "ANDERSEN ENG PLS 5008"
- ⊗ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- Found rebar



CERTIFICATE OF SURVEYOR
I, John D. McBride, Registered Land Surveyor No. 5008 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of _____, 2023.

John D. McBride, SDRLS No. 5008

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ___ day of _____, 2023.

Director of Equalization of Fall River County

STATE OF _____ COUNTY OF _____
I, Jerry Gilkey, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purpose indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of _____, 2024.

Jerry Gilkey

CERTIFICATE OF COUNTY TREASURER
I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ___ day of _____, 2023.

Fall River County Treasurer

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ___ day of _____, 2024, before me, a Notary Public, personally appeared Jerry Gilkey, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CERTIFICATE OF HIGHWAY AUTHORITY
It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.
Highway Authority _____ Date: _____

Notary Public _____
My commission expires _____

STATE OF _____ COUNTY OF _____
I, Berline Greenough, also known as Leanne D. Fleming, also known as Berline Fleming, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purpose indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of _____, 2024.

Berline Greenough

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county, adequate provision is made for access to adjacent unplattd lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
Dated this ___ day of _____, 2023.

Chairperson, Fall River County Board of Commissioners

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ___ day of _____, 2024, before me, a Notary Public, personally appeared Berline Greenough, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____
My commission expires _____

CERTIFICATE OF COUNTY AUDITOR
I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of _____, 2023.

Fall River County Auditor

OFFICE OF THE REGISTER OF DEEDS
Filed for record this ___ day of _____, 2023, at _____ o'clock _____ M, and recorded in Book _____ of Plats on page _____
Fall River County Register of Deeds

ANDERSEN ENGINEERS
Land Surveyors

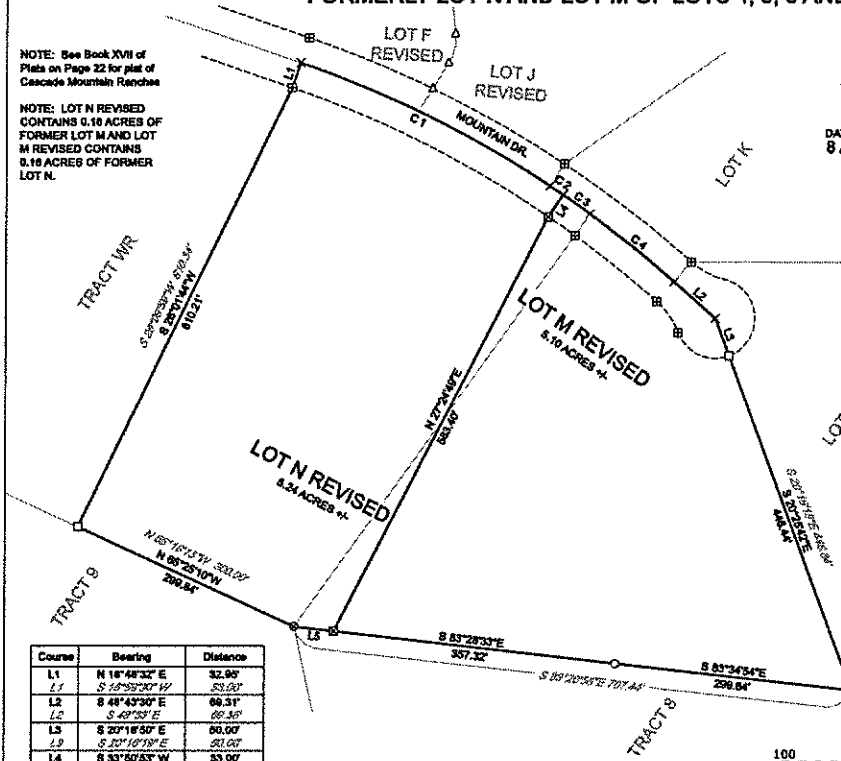
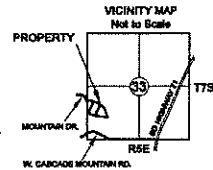
Drawn by RWV	Date 6/4/2024	R.O. Box 446 Edgemont, SD 57735 (605)-662-6500
Approved by McB	Date 6/4/2024	andersenengineers@gwic.net
Scale 1"=50'	Sheet 1 of 1	File Name: GREENOUGH_TRACT

A PLAT OF
LOT N REVISED AND LOT M REVISED OF CASCADE MOUNTAIN RANCHES, LOCATED IN THE W1/2 SW1/4 OF SECTION 33, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
 FORMERLY LOT N AND LOT M OF LOTS 4, 5, 6 AND 7

NOTE: See Book XVII of Plats on Page 22 for plat of Cascade Mountain Ranches

NOTE: LOT N REVISED CONTAINS 0.18 ACRES OF FORMER LOT M AND LOT M REVISED CONTAINS 0.18 ACRES OF FORMER LOT N.

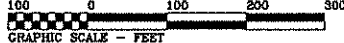
DATE SURVEYED
 8 Aug. 2024



- LEGEND**
- ⊗ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 9900"
 - △ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 9900"
 - ⊞ Found rebar w/plastic cap marked "WENDLAND 4224"
 - ⊙ Found rebar w/plastic cap marked "FISK 1771"
 - Found rebar w/plastic cap
 - Found rebar
 - × angle point not monumented
 - Start lettering denotes record case

Course	Bearing	Distance
L1	N 16°48'32" E	32.00'
L1	S 16°52'32" W	33.00'
L2	S 48°43'30" E	66.31'
L2	S 48°33" E	66.31'
L3	S 20°18'50" E	60.00'
L3	S 20°18'50" E	60.00'
L4	S 33°50'53" W	33.00'
L5	S 63°28'33" E	60.00'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	1400.00'	178.45'	351.09'	14°22'01"	4°05'33"	350.13'	S 63°58'43" E
C2	1400.00'	9.82'	19.84'	0°48'14"	4°05'33"	19.84'	S 50°33'14" E
C3	1400.00'	20.69'	41.80'	1°42'52"	4°05'33"	41.69'	S 55°17'41" E
C4	1400.00'	66.00'	135.99'	5°33'42"	4°05'33"	135.84'	S 51°28'55" E



BASIS OF BEARING - GPS OBSERVATION
 taken N 23°53'04" W 706.32' from the SW corner of LOT M.
 OPUS STATIC BOLIVION NAD83(2011)
 LAT: 43° 23' 44.03342"
 LONG: -103° 32' 25.78110"

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5608 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

John D. McBride, SDRLS No. 5608

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are due on the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

Fall River County Treasurer

STATE OF _____ COUNTY OF _____
 I, Leon Bloom, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Leon Bloom

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Leon Bloom, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public My commission expires

APPROVAL OF ACCESS BY ROAD AUTHORITY
 The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:09-01.02.
 Dated this ___ day of ___, 2024.

SDDOT Authority

STATE OF _____ COUNTY OF _____
 We, James Russell and Joni Russell, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

James Russell

Joni Russell

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county, adequate provision is made for access to adjacent unplat lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
 BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Fall River County Auditor

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared James Russell and Joni Russell, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public My commission expires

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ____
 Fall River County Registrar of Deeds

Presented by
ANDERSEN ENGINEERS
Land Surveyors

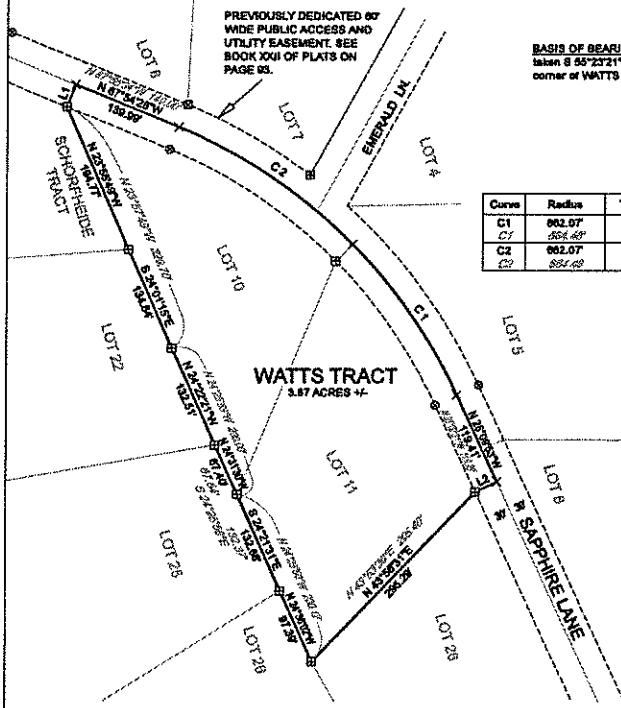
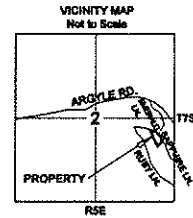
Drawn by RW	Date 8/22/2024	P.O. Box 446 Edgemont, SD 57735 (605)-882-6500
Approved by McB	Date 8/22/2024	andersenengineers@gwik.net
Scale 1"=100'	Sheet 1 of 1	File Name: L_M_N_CASCADE_MT

A PLAT OF
**WATTS TRACT OF COBBLESTONE MOUNTAIN ESTATES
 SUBDIVISION, LOCATED IN THE E1/2 SE1/4 OF SECTION 2,
 T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA**
 FORMERLY LOTS 10 AND 11

NOTE: See Book 2001 of Plats on Page 93 for plat of Lots 1-20 of Cobblestone Mountain Estates Sub.

PREVIOUSLY DEDICATED 87' WIDE PUBLIC ACCESS AND UTILITY EASEMENT. SEE BOOK 2001 OF PLATS ON PAGE 93.

BASIS OF BEARING - GPS OBSERVATION
 taken S 85°23'21" E 2274.95' from the SW corner of WATTS TRACT.



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	902.07'	116.79'	231.20'	20°00'29"	8°39'15"	230.03'	N 34°59'15" W
C1	864.49'		221.41'	19°57'19"		230.24'	N 35°01'17" W
C2	902.07'	134.81'	265.90'	23°01'07"	8°39'10"	264.20'	N 56°30'03" W
C2	864.49'		256.03'				

Course	Bearing	Distance
L1	N 22°05'32" E	28.90'
L1	N 20°04'19" E	32.00'
L2	N 64°58'57" E	30.03'
L2	N 64°57'14" E	32.00'



LEGEND

- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 2642"
- ☒ Found rebar w/aluminum cap marked "ANDERSEN PLS 2642"
- ⊙ Found rebar w/plastic cap marked "ANDERSEN PLS 2642"
- × angle point not monumented
- E22.05' Stake lettering denotes record call

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5806 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

John D. McBride, SDRLS No. 5806

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are due upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

Fall River County Treasurer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

STATE OF _____ COUNTY OF _____
 We, Mike J. Watts and Julie F. Watts, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Mike J. Watts
 Julie F. Watts

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plat and section lines of the county; adequate provision is made for access to adjacent unplatied lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

Chairperson, Fall River County Board of Commissioners

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Mike J. Watts and Julie F. Watts, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
 My commission expires _____

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Fall River County Auditor

CERTIFICATE OF HIGHWAY AUTHORITY
 It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority Date: _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___
 Document No. _____

Fall River County Register of Deeds

Presented by
ANDERSEN ENGINEERS
Land Surveyors

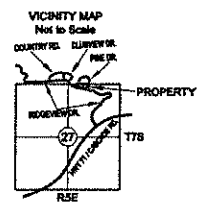
Drawn by RW	Date 10/8/2024	P.O. Box 448 Edgemont, SD 57735
Approved by McB	Date 10/8/2024	(605)-862-4500 anderseengineers@fwic.net
Scale 1"=100'	Sheet 1 of 1	File Name: L10_COBBLESTONE

A PLAT OF
NIEMANN TRACT AND FAUDSKAR TRACT OF BLOCK F, COUNTRY CLUB ESTATES, LOCATED IN THE N1/2 NE1/4 OF SECTION 27, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
 FORMERLY TRACT R AND LOT 7 OF BLOCK F

NOTE: See Book XV of Plats on Page 84 for plat of Tract R.
 NOTE: See Book XV of Plats on Pages 48 & 48A for plat of Lot 7 of Block F.

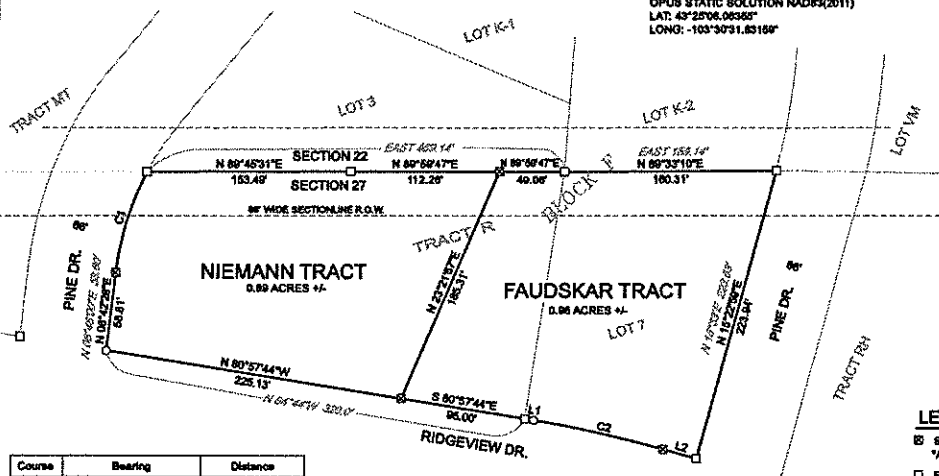
NOTE: FAUDSKAR TRACT CONTAINS 0.30 ACRES OF FORMER TRACT R.

BASIS OF BEARING - GPS OBSERVATION taken N 60°53'22" W 66.00' from the SW corner of Niemann Tract.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°23'05.08360"
 LONG: -103°30'31.85180"



DATE SURVEYED
 30 Aug. 2024

RIDGEVIEW DR. AND PINE DR. ARE 80' WIDE PUBLIC RIGHT-OF-WAYS. SEE BOOK XI OF PLATS ON PAGE 80.



LEGEND

- ⊗ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 8008"
- ⊠ Found rebar w/aluminum cap marked "FRANCIS-MEADOR 1019"
- Found rebar
- 622.05' Steel lettering denotes record calls

Course	Bearing	Distance
L1	N 79°59'22"W	6.68'
L1	N 89°44'13"	8.57'
L2	N 78°01'13"W	28.10'
L2	N 74°10'33"	30.89'

Curve	Radius	Tangent	Delta	Delta	Degrees	Chord	Chord Bear.
C1	217.86'	40.25'	79.61'	20°57'12"	25°19'10"	79.19'	N 17°02'59" E
C2	217.86'	40.25'	79.61'	21°00'53"			
C2	890.07'	60.19'	100.28'	6°27'18"	6°28'14"	100.22'	S 77°29'14" E
C2	890.07'	60.19'	100.28'	6°28'00"			



CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being an authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

 John D. McBride, SDRLS No. 5906

APPROVAL OF ACCESS BY ROAD AUTHORITY
 The location of the existing access to the Highway or Street as shown hereon is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rules of South Dakota 70:09-01-02.
 Dated this ___ day of ___, 2024.

 SDDOT Authority

STATE OF _____ COUNTY OF _____
 I, Elizabeth J. Niemann, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of the land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

 Elizabeth J. Niemann

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are due upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

 Fall River County Treasurer

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Elizabeth J. Niemann, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
 My commission expires _____

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

 Director of Equalization of Fall River County

STATE OF _____ COUNTY OF _____
 We, Thomas Faudskar and Kate Faudskar, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purpose indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

 Thomas Faudskar

 Kate Faudskar

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

 Chairperson, Fall River County Board of Commissioners

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Thomas Faudskar and Kate Faudskar, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
 My commission expires _____

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

 Fall River County Auditor

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___
 Document No. _____
 Fall River County Register of Deeds

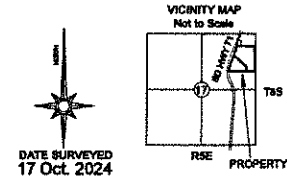
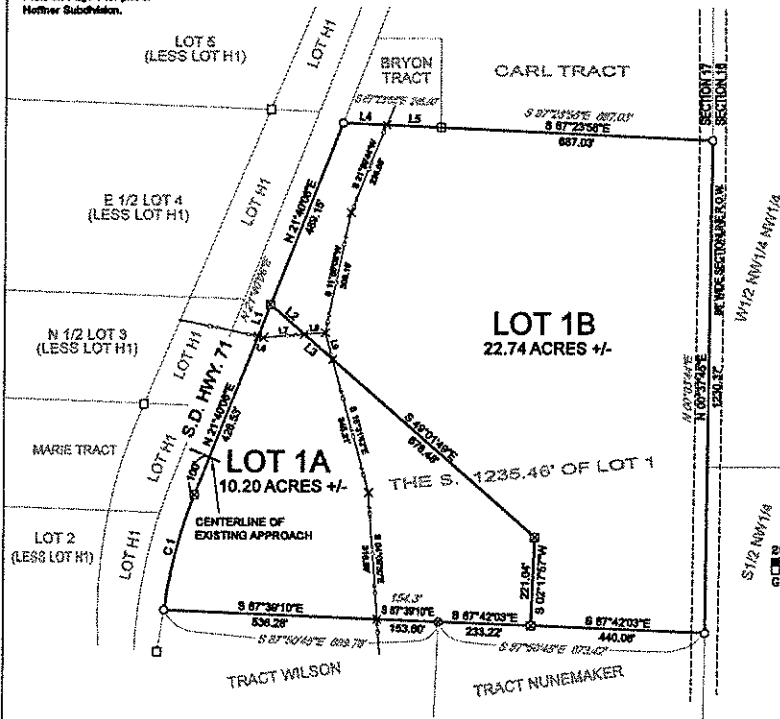
Presented by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by DR/RW	Date 10/18/2024	P.O. Box 446 Edgemont, SD 57735 (605)-862-5500 andersenengineers@grk.com
Approved by McB	Date 10/24/2024	
Scale 1"=60'	Sheet 1 of 1	File Name: L7_BF_CC

A PLAT OF LOTS 1A AND 1B OF HOFFNER SUBDIVISION, LOCATED IN THE NE1/4 OF SECTION 17, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

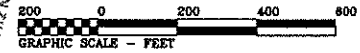
FORMERLY THE S. 1235.46' OF LOT 1

NOTE: See Book XII of
Plats on Page 7 for plat of
Hoffner Subdivision.



BASIS OF BEARING - GPS OBSERVATION
taken N 71°57'02" W 1646.56' from the NW
corner of LOT 1B.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°11'42.2194"
LONG: -103°33'1.27685"

- LEGEND**
- ⊠ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5900"
 - ⊡ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 6000"
 - ⊙ Found rebar w/aluminum cap marked "ANDERSEN PLS 2542"
 - Found rebar w/aluminum cap marked "DOT"
 - Found rebar
 - × angle point not monumented
 - Overhead power line
 - Stent lettering denotes record call



Curve	Bearing	Distance
L1	N 21°40'08" E	84.71'
L2	S 49°01'48" E	112.29'
L3	S 49°01'48" E	95.10'
L4	S 87°22'58" E	109.39'
L5	S 87°22'57" E	135.52'
L6	S 78°17'51" E	14.69'
L7	N 55°22'38" E	101.89'
L8	N 55°22'38" E	55.49'
L9	S 18°51'42" E	66.17'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	1216.04'	149.78'	298.62'	147°03'11"	4°42'58"	297.27'	N 14°38'01" E

CERTIFICATE OF SURVEYOR
I, Dustin M. Ross, Registered Land Surveyor No. 13405 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of ___, 2024.

Dustin M. Ross, SDRLS No. 13405

CERTIFICATE OF COUNTY TREASURER
I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are due upon the within described lands are fully paid according to the records of this office.
Dated this ___ day of ___, 2024.

Fall River County Treasurer

STATE OF _____ COUNTY OF _____
We, David E. Colburn and Christine A. Colburn, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of ___, 2024.

David E. Colburn
Christine A. Colburn

APPROVAL OF ACCESS BY ROAD AUTHORITY
The location of the existing access to the Highway or Street as shown herein is hereby approved. This access approval does not replace the need for any permits required by law, including Administrative Rule of South Dakota 70:06:0102.
Dated this ___ day of ___, 2024.

SDDOT Authority

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ___ day of ___, 2024, before me, a Notary Public, personally appeared David E. Colburn and Christine A. Colburn, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My commission expires _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plat and section lines of this county; adequate provision is made for access to adjacent unpledged lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
Dated this ___ day of ___, 2024.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

CERTIFICATE OF COUNTY AUDITOR
I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Fall River County Auditor

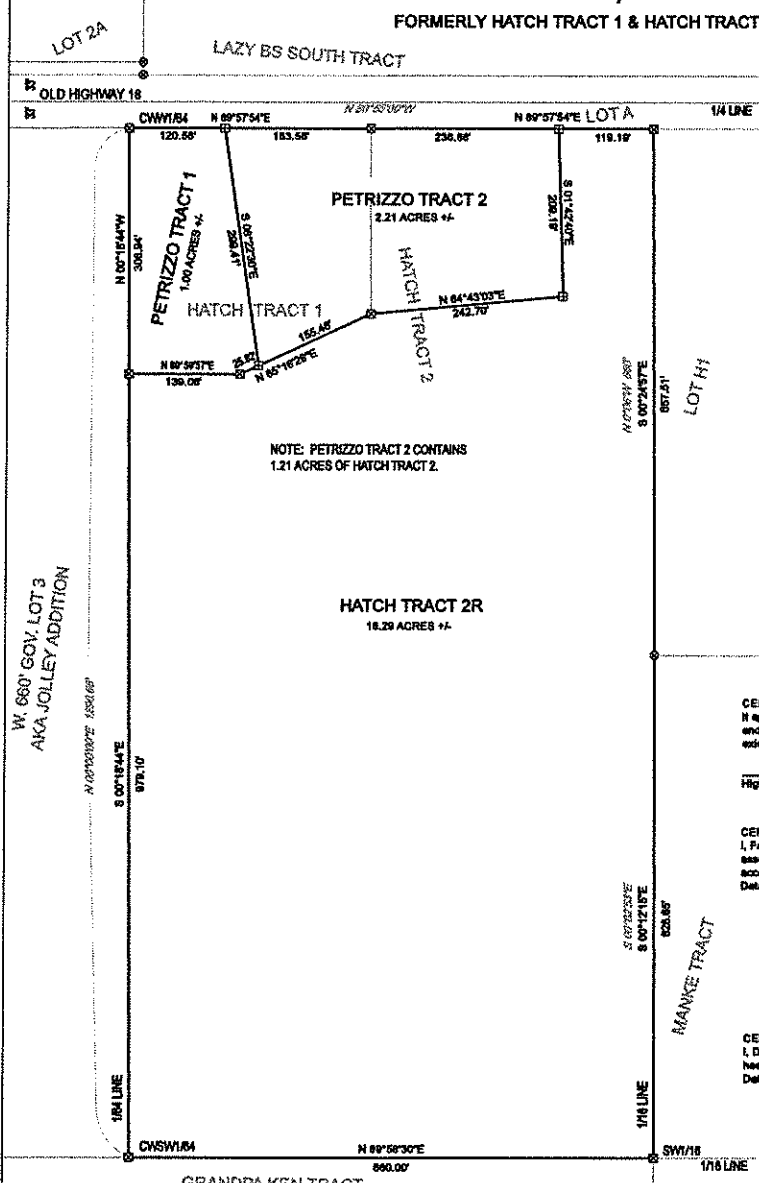
OFFICE OF THE REGISTER OF DEEDS
Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___
Document No. _____
Fall River County Register of Deeds

Presented by
ANDERSEN ENGINEERS
Land Surveyors

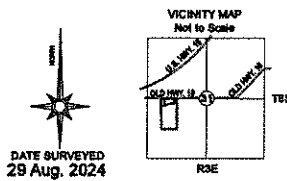
Drawn by DRRW	Date 10/30/2024	P.O. Box 446 Edgemont, SD 57735 (605)-663-5500
Approved by McB	Date 10/30/2024	andersengineers@gmail.com
Scale 1"=200'	Sheet 1 of 1	File Name: L1_HOFFNER_2024

A PLAT OF
HATCH TRACT 2R, PETRIZZO TRACT 1 & PETRIZZO TRACT 2,
 LOCATED IN GOVT. LOT 3 OF SECTION 31, T8S, R3E, BHM,
 FALL RIVER COUNTY, SOUTH DAKOTA

FORMERLY HATCH TRACT 1 & HATCH TRACT 2



NOTE: For a plat of Hatch Tracts 1 & 2 see Book XXVII of Plats on page 170.



- LEGEND**
- ⊠ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5008"
 - ⊡ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5009"
 - ⊙ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5005"
 - Slant lettering denotes record calls

BASIS OF BEARING - GPS OBSERVATION
 taken S 62°46'50"W 8127.05' from the
 CWSW184 Corner at the BW corner Hatch
 Tract 2.
 OPUS STATIC SOLUTION MADE(S2011)
 LAT: 43°17'51.06443"
 LONG: -103°50'23.01572"



CERTIFICATE OF HIGHWAY AUTHORITY
 It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority _____ Date: _____

CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

 Fall River County Treasurer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

 Director of Equalization of Fall River County

CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5908 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

John D. McBride, 6DRLS No. 5908

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

 Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

 Fall River County Auditor

STATE OF _____ COUNTY OF _____
 Village Repair, LLC, does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purpose indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this the ___ day of ___, 2024, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be a member of Village Repair, LLC, a Limited Liability Company, and that he, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as member.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

STATE OF _____ COUNTY OF _____
 I, Thomas Petrizzo, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purpose indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Thomas Petrizzo

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Thomas Petrizzo, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2024, at _____ o'clock ___, M, and recorded in Book _____ of Plats on page _____

Fall River County Register of Deeds

ANDERSEN ENGINEERS
Land Surveyors, Professional Engineering, & Environmental Consultants

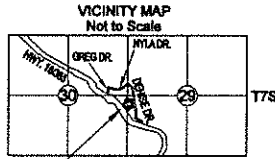
Drawn by RV	Date 10/10/2024	P.O. Box 440 Edgemont, SD 57735 (605)-882-6500
Approved by MCB	Date 10/10/2024	andersenengineers@grvc.net
Scale 1"=100'	Sheet 1 of 1	File Name: HATCH_TR_2024

A PLAT OF
BRACKETT TRACT, MEYERS TRACT REVISED AND LOT 6R OF EAGLE VALLEY SUBDIVISION, LOCATED IN THE SW 1/4 OF SECTION 29 AND THE SE 1/4 OF SECTION 30, T7S, R6E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
 FORMERLY LOT 4R AND MEYERS TRACT

NOTE: See Book XXVII of Plats on Page 196 for plat of LOT 4R OF EAGLE VALLEY SUB.

NOTE: See Book XXVII of Plats on Page 196 for plat of MEYERS TRACT OF EAGLE VALLEY SUB.

NOTE: MEYERS TRACT NORTH CONTAINS 0.23 ACRES +/- OR 10144.87 SQ. FT. +/- OF FORMER LOT 4R.



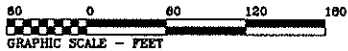
Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	1807.57'	46.82'	96.81'	3°09'50"	3°10'11"	96.80'	S 06°34'58" E
C2	1207.25'	46.82'	88.81'	3°09'50"	3°10'11"	88.80'	S 07°03'25" E

BASIS OF BEARING - GPS OBSERVATION
 taken S 84°24'30"E 79.84' from the NE corner of BRACKETT TRACT.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°24'40.80241"
 LONG: -103°26'24.33728"

LEGEND

- ▣ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ▣ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- ⊙ Found rebar w/plastic cap marked "FISK LB 1771"
- Found rebar
- Found aluminum cap marked "PROPERTY CORNER"

502.68" Blant lettering denotes record calls



CERTIFICATE OF SURVEYOR

I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey. IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2024.

John D. McBride, BORS No. 5906

STATE OF _____ COUNTY OF _____

We, Scott R. Brackett and Kathy Ritzel-Brackett, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Scott R. Brackett

Kathy Ritzel-Brackett

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Scott R. Brackett and Kathy Ritzel-Brackett, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

STATE OF _____ COUNTY OF _____

We, Randall W. Meyers and Kathy S. Meyers, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Randall W. Meyers

Kathy S. Meyers

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Randall W. Meyers and Kathy S. Meyers, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____ My commission expires _____

CERTIFICATE OF HIGHWAY AUTHORITY

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority _____ Date: _____

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M., and recorded in Book ___ of Plats on page ____.

Fall River County Register of Deeds

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

Director of Equalization of Fall River County

CERTIFICATE OF COUNTY TREASURER

I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are due on the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

Fall River County Treasurer

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,
BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this ___ day of ___, 2024.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR

I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Fall River County Auditor

ANDERSEN ENGINEERS
Land Surveyors, Professional Engineers, & Environmental Consultants

Drawn by DRRW	Date 9/1/2024	P.O. Box 448 Edgeton, SD 57736 (605)-462-5500 anderseneengineers@gmail.com
Approved by McB	Date 9/1/2024	
Scale 1"=60'	Sheet 1 of 1	File Name: L4_L6_EAGLE_VALLEY_MEYERS

**INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR
THE SDML WORKERS' COMPENSATION FUND**

THIS AGREEMENT, is made and entered into by the undersigned who, upon execution of this Agreement, will be contractually bound with all other signatories and other Members who have entered into similar agreements creating and becoming Members of the Fund herein created.

WHEREAS, the acts of the State of South Dakota authorizes and/or permits various governmental authorities to contract;

WHEREAS, the undersigned desires along with other such public agencies, to form or join a pool arrangement to be known as the SDML Workers' Compensation Fund;

WHEREAS, the undersigned executes this document for purposes of joining, by virtue of an intergovernmental contract, the pool arrangement known as the SDML Workers' Compensation Fund;

NOW, THEREFORE, the undersigned executes this agreement in consideration of and in conjunction with other governmental authorities executing this agreement for the purpose of joining a pool arrangement known as the SDML Workers' Compensation Fund. The undersigned agrees to abide by the terms and conditions of this contract and all actions taken pursuant to this contract. In consideration of the mutual covenants of all signatories to this intergovernmental contract it is agreed as follows:

**ARTICLE I
NAME**

The pool created by this agreement shall be known as the SDML Workers' Compensation Fund, hereinafter referred to as "Fund."

The signatories hereto, together with past and future signatories, establish a contractual pool arrangement for the purposes of effectuating this agreement; this pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this agreement and the bylaws of the Fund.

**ARTICLE II
PURPOSE**

The purpose of this agreement is to enter into an intergovernmental contract to form a pool arrangement to provide for joint and cooperative action by Members for the purpose of providing workers compensation coverage to the Members and the Members' employees, and to

defend and protect in accordance with this agreement, any Member of the Fund against liability as outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

ARTICLE III MEMBERS COSTS

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:

1. Failure to make the required contributions on the date when due or within the period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

ARTICLE V COVERAGE

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees

outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following county or countries:

anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned, at any time during the Liability Period, a Travel Advisory Ranking of "Level 4: Do Not Travel" as shown on the US Department of State – Bureau of Consular Affairs website at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>.

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of

this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall not apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

9. Agreement Modifications. This Agreement may be amended by the Board of Trustees with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's Contribution to the Fund for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.

ARTICLE VI MEMBERS' OBLIGATIONS

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.

3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.
5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of

the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

ARTICLE VII MISCELLANEOUS

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

**ARTICLE VIII
NOTICE**

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

Notices to be given under this Agreement shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

**ARTICLE IX
EFFECTIVE DATE AND TIME**

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

Dated _____ 2025

Name of Public Agency:

Authorized Signature: _____

Title: _____

Date _____ 2025

SDML Workers' Compensation Fund

By: *Brad Wilson*
Its: Administrator

STATE OF SOUTH DAKOTA)
)
COUNTY OF: Fall River)

CERTIFICATE

We, Joe Falkenburg, Joe Allen, Les Cope, Heath Greenough, Deb Russell, the County Board of Canvassers in Fall River County for the General Election held on November 5, 2024, hereby certify that the foregoing is a true abstract of the votes cast in the jurisdiction of Fall River County, South Dakota, at the election as shown by the returns certified to the person in charge of the election.

Sworn to before me this _____ day of _____, 20____.

County Auditor

SEAL

Fall River County, South Dakota

General Election - November 5, 2024 Fall River County

Precinct Name	Presidential Electors			
	Kamala D. Harris and Tim Walz - DEM	Chase Oliver and Mike ter Maat - LIB	Donald J. Trump and JD Vance - REP	Robert F. Kennedy, Jr. and Nicole Shanahan - IND
BEA	29	2	164	4
CAS	35	2	156	9
EDA	107	6	519	10
HS 1	175	4	314	9
HS 2	140	3	339	5
HS 3	130	3	269	10
HS 4	142	4	275	6
JAC	251	7	910	20

General Election - November 5, 2024 Fall River County

Precinct Name	United States Representative	
	Sheryl Johnson - DEM	Dusty Johnson - REP
BEA	27	162
CAS	28	165
EDA	83	539
HS 1	152	339
HS 2	117	360
HS 3	112	290
HS 4	131	288
JAC	217	939
Oelrichs Area	22	187
Total	889	3,269

General Election - November 5, 2024 Fall River County

Precinct Name	Public Utilities Commissioner		
	Forrest Wilson - DEM	A. Gideon Oakes - LIB	Kristie Fiegen - REP
BEA	21	15	146
CAS	22	22	148
EDA	90	51	473
HS 1	151	42	286
HS 2	117	27	329
HS 3	98	39	244
HS 4	120	43	246
JAC	202	72	847
Oelrichs Area	15	14	177
Total	836	325	2,896

General Election - November 5, 2024
Fall River County

Precinct Name	State Senator District 30	
	Bret Swanson - DEM	Amber Hulse - REP
BEA	37	139
CAS	39	147
EDA	88	501
HS 1	157	304
HS 2	126	337
HS 3	122	252
HS 4	136	257
JAC	231	860
Oelrichs Area	21	168
Total	957	2,965

General Election - November 5, 2024 Fall River County

Precinct Name	State Representative District 30		
	Susan Scheirbeck - DEM	Trish Ladner - REP	Tim Goodwin - REP
BEA	32	132	128
CAS	36	140	134
EDA	102	426	445
HS 1	162	292	264
HS 2	121	311	298
HS 3	125	243	222
HS 4	137	244	216
JAC	251	800	753
Oelrichs Area	25	170	146
Total	991	2,758	2,606

General Election - November 5, 2024 Fall River County

Precinct Name	County Commissioner At Large			
	Sandra Wahlert - REP	Joe Allen - REP	Les Cope - REP	Jerry (Sandy) Huddleston - IND
BEA	112	99	104	73
CAS	110	118	119	81
EDA	336	351	386	173
HS 1	255	243	200	216
HS 2	259	248	217	223
HS 3	213	225	167	203
HS 4	185	206	188	204
JAC	673	657	647	439
Oelrichs Area	124	87	155	59
Total	2,267	2,234	2,183	1,671

General Election - November 5, 2024 Fall River County

Precinct Name	SUPREME COURT RETENTION: SHALL JUSTICE SCOTT P. MYREN REPRESENTING THE FIFTH SUPREME COURT DISTRICT, WHOSE TERM EXPIRES JANUARY 1, 2025, BE RETAINED IN OFFICE?	
	Yes	No
BEA	116	41
CAS	133	37
EDA	422	130
HS 1	281	124
HS 2	313	103
HS 3	259	83
HS 4	267	90
JAC	764	208
Oelrichs Area	142	41
Total	2,697	857

General Election - November 5, 2024 Fall River County

Precinct Name	Constitutional Amendment E: An Amendment to the South Dakota Constitution Updating Gender References for Certain Officeholders and Persons.		Constitutional Amendment F: An Amendment to the South Dakota Constitution Authorizing the State to Impose a Work Requirement on Individuals Eligible for Expanded Medicaid Benefits		Constitutional Amendment G: An Initiated Amendment Establishing a Right to Abortion in the State Constitution.		Constitutional Amendment H: An Amendment to the South Dakota Constitution Establishing Top-Two Primary Elections	
	Yes	No	Yes	No	Yes	No	Yes	No
BEA	54	141	130	66	46	150	57	136
CAS	48	153	108	91	53	146	59	135
EDA	168	459	370	252	192	436	186	429
HS 1	196	300	249	245	213	286	197	286
HS 2	190	288	265	217	180	305	160	312
HS 3	160	249	229	176	170	243	145	152
HS 4	169	254	220	205	176	250	154	260
JAC	417	764	734	448	427	758	349	811
Oelrichs Area	46	172	121	94	41	170	49	161
Total	1,448	2,780	2,426	1,794	1,498	2,744	1,356	2,682

General Election - November 5, 2024 Fall River County

Precinct Name	Initiated Measure 28: An Initiated Measure Prohibiting Taxes on Anything Sold for Human Consumption.		Initiated Measure 29: An Initiated Measure Legalizing the Recreational Use, Possession, and Distribution of Marijuana.		Referred Law 21: A Referred Act to Provide New Statutory Requirements for Regulating Linear Transmission Facilities, to Allow Counties to Impose a Surcharge on Certain Pipeline Companies, and to Establish a Landowner Bill of Rights.	
	Yes	No	Yes	No	Yes	No
BEA	62	133	54	144	62	130
CAS	51	144	65	132	70	119
EDA	242	380	243	390	265	345
HS 1	217	283	250	248	216	259
HS 2	173	312	214	275	220	242
HS 3	159	250	190	218	160	227
HS 4	183	240	225	203	165	241
JAC	434	747	425	768	480	663
Oelrichs Area	62	148	44	169	71	137
Total	1,583	2,637	1,710	2,547	1,709	2,363