

COMMITMENT FOR TITLE INSURANCE ISSUED BY



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Dakota Homestead Title Insurance Company, a South Dakota Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, Dakota Homestead Title Insurance Company has caused its Corporate Name and Seal to be hereunto affixed this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company on the date shown in Schedule A.

Issued by:

McPHERSON COUNTY ABSTRACT & TITLE COMPANY, INC.
P. O. Box 315
Herreid, SD 57632



315 S. Phillips Avenue
Sioux Falls, SD 57104
(605)336-0388

Steven L. Berndt

Authorized Signatory



By: Eric Hanson
PRESIDENT

By: Paul Mackenzie
SECRETARY

ALTA Commitment (Adopted 08.01.2016)

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This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; [and]
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION (Not Applicable in SD, NE, MO or KS)

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**DAKOTA HOMESTEAD TITLE INSURANCE COMPANY
MCIPHERSON COUNTY ABSTRACT & TITLE COMPANY, INC.
PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Dakota Homestead Title Insurance Company and McPherson County Abstract & Title Company, Inc.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Issuing Agent: McPherson County Abstract & Title Company, Inc.
Issuing Office File Number: **M-2958**

SCHEDULE A

1. Commitment Date: **August 31, 2020 at 7:30 A.M.**

2. Policy or policies to be issued:

a. **[2006 ALTA® Owner's Policy]**

☒ **Standard Coverage** ☐ Extended Coverage

Proposed Insured: **TO BE DETERMINED AT PUBLIC SALE**

Proposed Policy Amount: **\$1,000.00**

b. **[2006 ALTA® Loan Policy]**

☐ Standard Coverage ☐ Extended Coverage

Proposed Insured:

Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the estate or interest in the Land is at Commitment date vested in:

Parcel 1: Kevin Doyle, an undivided 1/3 interest, Eric Jeppson, an undivided 1/3 interest, and Roger Doyle and Cathy A. Doyle, husband and wife, as joint tenants, an undivided 1/3 interest.

Parcel 2: Kevin Doyle and Eric Jeppson, as tenants in common.

Parcel 3: Eric Jeppson, an undivided 2/3 interest, and Roger Doyle and Cathy A. Doyle, husband and wife, as joint tenants, an undivided 1/3 interest.

5. The Land is described as follows:

Parcel 1: Lot Two (2) and the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) [also described as the South Half of the Northwest Quarter (S1/2NW1/4)] and Lots Three (3) and Four (4) [also described as the West Half of the Southwest Quarter (W1/2SW1/4)] of Section Nineteen (19), in Township One Hundred Twenty-seven (127) North of Range Seventy-two (72) West of the Fifth P.M., and the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Two (2), in Township One Hundred Twenty-seven (127) North of Range Seventy-three (73) West of the Fifth P.M., McPherson County, South Dakota.

Parcel 2: The East Half of the Southeast Quarter (E1/2SE1/4) of Section Twenty-nine (29) in Township One Hundred Twenty-six (126) North of Range Seventy-two (72) West of the Fifth P.M., McPherson County, South Dakota.

Parcel 3: The Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-four (24) in Township One Hundred Twenty-six (126) North of Range Seventy-three (73) West of the Fifth P.M., McPherson County, South Dakota.

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

By: Steven L. Berndt
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B, Part I**
RequirementsFile Number: **M-2958**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Dakota Homestead is unwilling to insure the validity of any of the deeds referred to in Special Exception Nos. 8 through 13 of Schedule B-II. However, these objections may be overcome and Special Exceptions 8 through 13 may be removed from the Policy to be issued by complying with the following requirement: 1) Obtain and record an Affidavit executed by Tori Doyle, Nolan Doyle and Tara Doyle, each verifying and confirming that they were each of the age of majority, at least 18 years old, on July 9, 2018, the date of execution of the Warranty Deed recorded in Book 93, Deeds, page 190; or 2) obtain and record a new / current deed from Tori Doyle, Nolan Doyle and/or Tara Doyle, to Kevin Doyle, if any of said grantors were still minors as of July 9, 2018 but are over the age of 18 as of the present date; or 3) obtain and record a properly made, executed, and acknowledged deed from Debra Vance as custodian for Tori Doyle, Nolan Doyle and/or Tara Doyle under the South Dakota Uniform Transfers to Minors Act, to Kevin Doyle, if any of said parties remain a minor as of the current date.
6. Please prepare the conveyance to the proposed purchaser(s) in such a manner as to eliminate any possible spousal homestead rights issues. Please identify parties as 'husband and wife' or as 'a married couple' or as 'single' where appropriate.
7. Due to the confused state of title to the lands described on Schedule A herein, Dakota Homestead will require that Kevin Doyle, Eric Jeppson, Roger Doyle and Cathy A. Doyle all join in and execute all deeds to any purchaser of any of the properties described on Schedule A herein.
8. This Commitment for Title Insurance is issued with the understanding that the purchaser(s) and the purchase price of the lands described on Schedule A herein are yet to be determined. This office reserves the right to bill for any title insurance premium which may be due, based upon the amount for which said lands may sell. If no sale is made, a cancellation fee will be charged for the title search and examination.

SCHEDULE B, PART II
ExceptionsFile Number: **M-2958**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the public records.*
 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*
 3. Easements, or claims of easements, not shown by the public records.*
 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*
 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*
 7. Any Service, installation or connection charge for sewer, water or electricity.*
 8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.*

*Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception.

C. Special Exceptions:

1. Anything to the contrary herein notwithstanding, the land described on Schedule A herein shall not be deemed to include any 'manufactured home', house trailer or mobile home standing on said premises.
2. Coverage of the Policy to be issued will extend only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of McPherson County, South Dakota. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in that office are not covered by this Commitment or the Policy to be issued.

3. (AS TO PARCEL 1): The second installment of the 2019 Real Estate Taxes, in the amount of \$481.75, is a lien and is unpaid, but not delinquent if paid prior to November 1, 2020. Tax Record Nos. 5322 and 8673. (W1/2SW1/4-19-127-72 and SW1/4SW1/4-2-127-73)
4. (AS TO PARCEL 1): Real Estate Taxes for the year 2019, in the amount of \$617.38, have been paid in full. Tax Record No. 5320. (S1/2NW1/4-19-127-72)
5. (AS TO PARCEL 2): Real Estate Taxes for the year 2019, in the amount of \$384.10, have been paid in full. Tax Record No. 5163. (E1/2SE1/4-29-126-72)
6. (AS TO PARCEL 3): Real Estate Taxes for the year 2019, in the amount of \$286.12, have been paid in full. Tax Record No. 6028. (NE1/4SW1/4-24-126-73)
7. Real Estate Taxes for the year 2020 are a lien, but not yet due or payable.
8. (AS TO PARCEL 1): Any defect in or invalidity of that certain Warranty Deed by Kevin Doyle, single, Roger Doyle and Cathy A. Doyle, husband and wife, and Eric Jeppson, single, grantors, conveying an undivided 1/3 interest in all of the lands described as Parcel 1 on Schedule A herein to Debra Vance under Uniform Minors Act for Tara Doyle, Tori Doyle and Nolan Doyle, as joint tenants, an undivided 1/3 interest in all of the lands described as Parcel 1 on Schedule A herein to Roger Doyle and Cathy A. Doyle, husband and wife, as joint tenants, and an undivided 1/3 interest in all of the lands described as Parcel 1 on Schedule A herein to Eric Jeppson, single, as grantees, dated September 1, 2015, filed December 31, 2015 at 11:09 A.M. and recorded in Book 90, Deeds, pages 472-474. SEE REQUIREMENT NO. 5 OF SCHEDULE B-I.
9. (AS TO PARCEL 1): Any defect in or invalidity of that certain Warranty Deed by Tori Doyle, Nolan Doyle, Debra Vance, Tara Doyle and Debra Vance under the Uniform Minors Act for Tara Doyle, grantors, to Kevin Doyle, a single person, grantee, conveying an undivided 1/3 interest in all of the lands described as Parcel 1 on Schedule A herein, dated July 9, 2018, filed November 2, 2018 at 11:30 A.M. and recorded in Book 93, Deeds, page 190. SEE REQUIREMENT NO. 5 OF SCHEDULE B-I.
10. (AS TO PARCEL 2): Any defect in or invalidity of that certain Warranty Deed by Kevin Doyle, single and Eric Jeppson, single, grantors, conveying an undivided 1/2 interest in all of the lands described as Parcel 2 on Schedule A herein to Debra Vance under Uniform Minors Act for Tara Doyle, Tori Doyle and Nolan Doyle, as joint tenants, and an undivided 1/2 interest in all of the lands described as Parcel 2 on Schedule A herein to Eric Jeppson, single, as grantees, dated February 9, 2015, filed December 31, 2015 at 11:46 A.M. and recorded in Book 90, Deeds, pages 478-479. SEE REQUIREMENT NO. 5 OF SCHEDULE B-I.
11. (AS TO PARCEL 2): Any defect in or invalidity of that certain Warranty Deed by Tori Doyle, Nolan Doyle, Debra Vance, Tara Doyle and Debra Vance under the Uniform Minors Act for Tara Doyle, grantors, to Kevin Doyle, a single person, grantee, conveying an undivided 1/2 interest in all of the lands described as Parcel 2 on Schedule A herein, dated July 9, 2018, filed November 2, 2018 at 11:17 A.M. and recorded in Book 93, Deeds, page 188. SEE REQUIREMENT NO. 5 OF SCHEDULE B-I.

12. (AS TO PARCEL 3): Any defect in or invalidity of that certain Warranty Deed by Kevin Doyle, single, Roger Doyle and Cathy A. Doyle, husband and wife, and Eric Jeppson, single, grantors, conveying an undivided 1/3 interest in all of the lands described as Parcel 3 on Schedule A herein to Debra Vance under Uniform Minors Act for Tara Doyle, Tori Doyle and Nolan Doyle, as joint tenants, an undivided 1/3 interest in all of the lands described as Parcel 3 on Schedule A herein to Roger Doyle and Cathy A. Doyle, husband and wife, as joint tenants, and an undivided 1/3 interest in all of the lands described as Parcel 3 on Schedule A herein to Eric Jeppson, single, as grantees, dated February 9, 2015, filed December 31, 2015 at 11:36 A.M. and recorded in Book 90, Deeds, pages 475-477. SEE REQUIREMENT NO. 5 OF SCHEDULE B-I.
13. (AS TO PARCEL 3): Any defect in or invalidity of that certain Warranty Deed by Tori Doyle, Nolan Doyle, Debra Vance, Tara Doyle and Debra Vance under the Uniform Minors Act, Tara Doyle, and Tori Doyle, grantors, to Kevin Doyle, a single person, grantee, conveying an undivided 1/3 interest in all of the lands described as Parcel 3 on Schedule A herein, dated December 10, 2019, filed April 23, 2020 at 11:12 A.M. and recorded in Book 95, Deeds, page 62. SEE REQUIREMENT NO. 5 OF SCHEDULE B-I.
14. (AS TO PARCEL 1): Duties, obligations or restrictions which may be imposed by reason of that certain Conveyance of Easement for Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior or his authorized representative, dated April 7, 1995, filed February 1, 1996 at 4:20 P.M. and recorded in Book 41MR, pages 435-441, covering Lots 2, 3 and 4 and the SE1/4NW1/4 of Sec. 19, in Twp. 127-72. (AND OTHER LANDS)
15. (AS TO PARCEL 1): A Highway Right of Way Easement granted to McPherson County, South Dakota, dated October 13, 1976, filed October 14, 1976 at 1:10 P.M. and recorded in Book 1E, page 651, granting an easement for highway purposes, upon a strip of land 17 feet wide, over and across the South side of the SW1/4SW1/4 of Sec. 2, in Twp. 127-73, and to take immediate possession of said strip of land and to perform all necessary excavation and grading to construct, reconstruct, repair and maintain said strip of land as a public highway.
16. (AS TO PARCEL 1): A Buried Exchange Facility Easement granted to Northwestern Bell Telephone Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, dated June 27, 1977, filed July 6, 1977 at 4:45 P.M. and recorded in Book 2E, page 157, granting a right of way and easement to construct, operate, maintain, replace, and remove a communications system consisting of buried cable or wires, surface terminals, surface markers (at fence lines, if any) and associated equipment, together with the right of access thereto for the purpose of exercising the rights herein granted, upon, under and across the S1/2SW1/4SW1/4 of Sec. 2, in Twp. 127-73.
17. (AS TO PARCEL 2): Subject to Conservation Easement Reservations in the United States, and Covenants by the Landowner, as contained in that certain Quit Claim Deed from the United States of America, acting by and through the Farmers Home Administration, grantor, to Shonda Rau, grantee, dated April 21, 1994, filed May 12, 1994 at 10:45 A.M. and recorded in Book 75, Deeds, pages 628-656, affecting the E1/2SE1/4 of Sec. 29, in Twp. 126-72. (AND OTHER LANDS) SEE PARTIAL PHOTOCOPY ATTACHED
18. (AS TO PARCEL 2): A Highway Right of Way Easement granted to McPherson County, South Dakota, a public corporation, dated January 18, 1971, filed January 22, 1971 at 2:45 P.M. and recorded in Book 1E, page 476, granting an easement upon a strip of land 17 feet wide, over and across the East side of the E1/2SE1/4 of Sec. 29, in Twp. 126-72, together with the full right and authority to take immediate possession of said strip of land and to perform all necessary excavation and grading to construct, reconstruct, repair and maintain said strip of land as a public highway.

19. (AS TO PARCEL 2): Duties, obligations or restrictions which may be imposed by reason of that certain Conveyance of Easement for Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior or his authorized representative, dated April 29, 1977, filed November 30, 1977 at 1:50 P.M. and recorded in Book 29MR, pages 119-120, covering the E1/2SE1/4 of Sec. 29, in Twp. 126-72. (AND OTHER LANDS)
20. (AS TO PARCEL 2): Duties, obligations or restrictions which may be imposed by reason of that certain Grant of Easement for Waterfowl Habitat Protection, granted to the United States of America, acting by and through the Secretary of the Interior or his authorized representative, dated November 17, 1995, filed July 12, 1996 at 2:10 P.M. and recorded in Book 42MR, pages 73-77, covering the E1/2SE1/4 of Sec. 29, in Twp. 126-72. (AND OTHER LANDS)
21. (AS TO PARCEL 2): A Right of Way Easement granted to WEB Water Development Association, Inc., Aberdeen, SD, its successor and assigns, dated March 26, 2001, filed September 5, 2001 at 11:15 A.M. and recorded in Book 5E, page 300, granting a perpetual easement upon a strip of land 30 feet in width within the E1/2SE1/4 of Sec. 29, in Twp. 126-72, with the right to erect, construct, install, lay, extend and add to said water pipeline in the future, whether or not such extension or addition benefits grantor or his land, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipes, connections, valves and all other devices used in connection with the operation of a rural water system, over, across and through the above described lands, together with the right of ingress and egress over the adjacent lands of the grantor, his successors and assigns for the purposes of this easement.
22. (AS TO PARCEL 2): A Right of Way Easement granted to Valley Telecommunications Cooperative, Herreid, SD, and to its successors or assigns, dated January 29, 2002, filed February 1, 2002 at 4:30 P.M. and recorded in Book 5E, page 425, granting the right to enter upon the E1/2SE1/4 of Sec. 29, in Twp. 126-72, and to construct, reconstruct, operate and maintain on or under the above-described lands and/or, upon or under all streets, roads or highways abutting said lands, a communications line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telecommunication or electrification purposes.
23. (AS TO PARCEL 2): An Electric Line Right of Way Easement granted to FEM Electric Association, Inc., Ipswich, SD, its successors, assigns, and associated and allied cooperatives, dated April 17, 2012, filed May 11, 2012 at 11:30 A.M. and recorded in Book 7E, pages 443-444, granting an easement and the right to enter upon the E1/2SE1/4 of Sec. 29, in Twp. 126-72, to construct, operate, maintain, repair, improve and remove an electric transmission and/or distribution line or system.
24. (AS TO PARCEL 2): An Electric Line Right of Way Easement granted to FEM Electric Association, Inc., Ipswich, SD, its successors, assigns, and associated and allied cooperatives, dated April 17, 2012, filed May 11, 2012 at 11:35 A.M. and recorded in Book 7E, pages 445-446, granting an easement and the right to enter upon the E1/2SE1/4 of Sec. 29, in Twp. 126-72, to construct, operate, maintain, repair, improve and remove an electric transmission and/or distribution line or system.
25. (AS TO PARCEL 3): Duties, obligations or restrictions which may be imposed by reason of that certain Conveyance of Easement for Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior or his authorized representative, dated February 21, 1968, filed April 5, 1968 at 9:30 A.M. and recorded in Book 27MR, page 581, covering the NE1/4SW1/4 of Sec. 24, in Twp. 126-73. (AND OTHER LANDS)

NOTE: No examination has been made of the estates created under the instruments referred to in Exception Nos. 14 through 25, inclusive, above.

26. (AS TO PARCEL 3): Lack of a legal right of access to and egress from the NE1/4SW1/4 of Sec. 24, in Twp. 126-73.
27. Statutory easement for highways and rights of way along section lines bounding or within all of the lands described on Schedule A herein, and right-of-way for highways and road purposes as may be established across said premises.

END OF SCHEDULE B

WARRANTY DEED RECORD No. 75

McPHERSON COUNTY, S. D.

PRINTED BY BROWN & BARNER, SIOUX FALLS, SD—55920

Form FmHA 1955-49
(Rev. 10-28-81)

Position 5

APR 25 1994

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to Rhonda Rau, a married person, RCR 1, Box 37, Java, South Dakota 57452

Grantee, for the sum of One-hundred Ten Thousand and 00/100 Dollars
(\$110,000.00)

all interest in the following described real estate situated in the County of McPherson

State of South Dakota

, to-wit:

Township 126 North, Range 72, West of the 5th P.M.

Section 22: SE1/4; W1/2NE1/4; NW1/4

Section 27: E1/2NW1/4; W1/2NE1/4; NW1/4SE1/4; S1/2SW1/4

Section 29: E1/2SE1/4

McPherson County, South Dakota

No relationship between Grantor(s) and Grantee(s).

Exempt from transfer fee under SDCL 43-4-22(2).

Together with all water and water rights, ditches and ditch rights, used thereon or appurtenant thereto.

Subject to Conservation Easement Reservation in the United States attached to this deed.

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals, and power and transmission lines.

Credit sale - Subject to the purchase money mortgage to be executed simultaneously with the delivery of this deed by the Grantees herein in favor of the United States of America, acting through the Farmers Home Administration. The mortgage is to secure the \$110,000.00 owing on the purchase price of the land hereby conveyed. Terms of sale will be paid in 41 installments of principal and interest at the FmHA interest rate in effect at this time with any balance on this credit sale to be paid in full no later than the 40th anniversary of this loan. The delivery of this quitclaim deed is conditioned upon the simultaneous execution and delivery to the United States of said security instrument by the Grantees herein:

FmHA 1955-49 (Rev. 10-28-81)

WARRANTY DEED RECORD No. 75

689

McPHERSON COUNTY, S. D.

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This deed is executed and delivered pursuant to the provisions of Section 335 of the Consolidated Farm and Rural Development Act (75 Stat. 307; 7 USC 1985), as implemented by

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated April 21

, 19 94

UNITED STATES OF AMERICA (Grantor)

By Dallas Tonsager
DALLAS TONSAGER, State Director
Farmers Home Administration
United States Department of Agriculture

In the presence of:

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)

SS:

COUNTY OF BEADLE)

On this 21st day of April, 1994, before me, the undersigned duly qualified and acting Notary Public in and for said County and State, personally appeared Dallas Tonsager, to me known to be the person whose name is subscribed to the foregoing instrument as the State Director for the State of South Dakota of the Farmers Home Administration of the United States Department of Agriculture, and acknowledged to me that he signed, executed and delivered the said instrument in the capacity therein stated, as his free and voluntary act and deed, and as the free and voluntary act and deed of the United States of America, for the uses and purposes and consideration therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this day and year last above written.



Ellen S. Casper
Notary Public for the State of South Dakota

My commission expires:

June 7, 1997

31210

Filed for record May 12, 1994,
at 10:45 o'clock A.M., recorded
in Book 75 on Page 688-56.

REG. of DEEDS, McPherson Co., S. D.
63rd St. Pierre, Mo.

WARRANTY DEED RECORD No. 75

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McPHERSON COUNTY, S. D.

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Exhibit C

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is located within the following described legal subdivision in McPherson County, State of South Dakota. The easement boundaries are further delineated on the map(s) attached hereto identified as Exhibit "A".

East One-half of the Southeast One-quarter (E1/2SE1/4) of Section Twenty-nine (29) and the East One-half of the Southeast One-quarter (E1/2SE1/4) of Section Twenty-two (22) and the Northwest One-quarter (NW1/4) of Section Twenty-two (22) all being in Township One-hundred Twenty-six (126) North, Range Seventy-two (72) West of the 5th Principal Meridian with the easement area delineated on Exhibit "A" Maps consisting of 12.9 acres more or less.

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II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) harvesting wood products; (2) burning; (3) placing of refuse, wastes, sewage, or other debris; (4) draining, dredging, channeling, filling, pumping, diking, impounding and related activities; or (5) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area. The landowner shall have the right to use the easement area for the production of agricultural crops to the extent that present wetland conditions are not damaged.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of Interior. Notwithstanding the above rights in paragraph III, retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

WARRANTY DEED RECORD No. 75

McPHERSON COUNTY, S. D.

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B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service of the U.S. Department of Agriculture in accordance with Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

WARRANTY DEED RECORD No. 75

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McPHERSON COUNTY, S. D.

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Date: April 21, 1994

UNITED STATES OF AMERICA

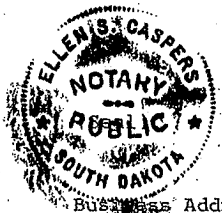
By Dallas Tonsager
DALLAS TONSAGER
(Title) State Director
Farmers Home Administration

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA } ss:
COUNTY OF BEADLE

On this 21st day of April, 1994, before me the subscriber, a Notary Public, in and for the above County and State, appeared Dallas Tonsager, known to me to be the State Director, Farmers Home Administration, United States Department of Agriculture, the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed of the United States of America, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at
Huron, South Dakota the day and year aforesaid.



Ellen S. Caspers
(Notary Public)

My commission expires: 6-27-97

Business Address:
Federal Building, Room 308
200 Fourth Street SW
Huron, SD 57350-2477

644

WARRANTY DEED RECORD No. 75

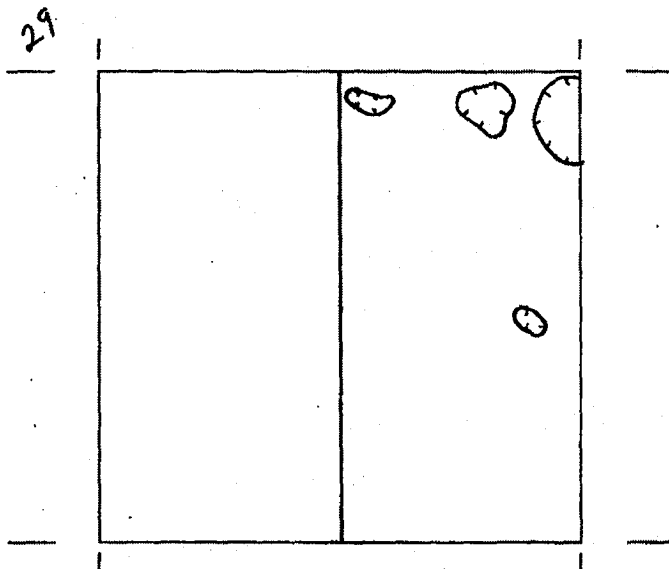
McPHERSON COUNTY, S. D.

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UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION EXHIBIT "A"

Map 1 of 3

CONSERVATION EASEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA
T. 126 N, R. 72 W, 5th PRINCIPAL MERIDIAN SECTION(S): 29



Scale: 4 Inches = 1/2 Mile

This map delineates the conservation easement area referred to in the easement conveyance dated April 21, 1994

Dallas Tonsager
DALLAS TONSAGER, State Director
Farmers Home Administration

LEGEND

- Boundary of Easement Description Area
- Existing use line
- Wetlands covered by provisions of the easement
- Restored wetlands covered by provisions of the easement
- Floodplain covered by provisions of the easement
- Riparian covered by provisions of the easement
- Grassland covered by provisions of the easement
- Nonfunctional drainage facilities covered by provisions of the easement
- Cropland covered by provisions of the easement