## Huron Title Company PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated 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 Huron Title Company.

We may collect non-public personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transaction 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 non-public 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 non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform services on our behalf or with whom we have joint 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 NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public 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 non-public personal information.



# WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- · Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy	
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you:  Give us your contact information or show your driver's license  Show your government-issued ID or provide your mortgage information  Make a wire transfer  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only:  Sharing for affiliates' everyday business purposes - information about your creditworthiness  Affiliates from using your information to market toyou  Sharing for non-affiliates to market toyou  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.	

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.	
	<ul> <li>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</li> </ul>	
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.  • Old Republic Title does not share with non-affiliates so they can market to you	
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • Old Republic Title doesn't jointly market.	

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

## ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, (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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Huron Title Company 2260 Kansas Ave. SE, Suite 1; P.O. Box 563 Huron, SD 57350 (605)352-6157

Authorized Officer or Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

President

Socretar

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.

By

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property.

  The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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#### 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

#### 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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## Old Republic National Title Insurance Company

## **SCHEDULE A**

Add	ress reference (not applicable to coverage): .	Office File Number: 03-24-00201		
1.	Commitment Date: April 12, 2024 at 07:30 AM			
2.	Policy or policies to be issued:			
	a. 2021 ALTA Owner's Policy (07/01/2021)  [X] Standard Coverage [ ] Extended Coverage Proposed Insured: to be determined Proposed Amount of Insurance: \$ 1,000.00  The estate or interest to be insured: Fee Simple			
	<ul> <li>b. 2021 ALTA Loan Policy (07/01/2021)</li> <li>[ ] Standard Coverage [ ] Extended Coverage Proposed Insured:</li> <li>Proposed Amount of Insurance:</li> <li>The estate or interest to be insured: Fee Simple</li> </ul>			
3.	The estate or interest in the Land at the Commitment Date is: Fee Simple			
4.	The Title is, at the Commitment Date, vested in: BTG, LLC			
5.	The Land is described as follows:  Parcel 1: That part of the SW 1/4 of Section 34, Township 111, Ra right-of-way, Beadle County, South Dakota, and Parcel 2: NW 1/4 of Section 34, Townshp 111, Range 62, (EXCEP the East 863.59 feet of the North 1,008.81 of the NW 1/4 and EXC South Dakota	T the NE 1/8 also can be described as		
Old	Republic National Title Insurance Company			
Bv:	Manny Ougree			
-,.	Huron Title Company 2260 Kansas Ave. SE, Suite 1; P.O. Box 563, Huron, SD 57350			

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(605)352-6157

[2021 v 01.00 (07-01-2021)]

Old Republic National Title Insurance Company

### SCHEDULE B - PART I

ALTA COMMITMENT

Office File Number: 03-24-00201

## Requirements

All of the following Requirements must be met:

- 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.
  - a. To remove exception No. 25 on Schedule B Part II, Huron Title Company will require a properly executed Corrective Deed be recorded from Trustee(s)/Successor Trustee(s) of the Robert H. Goehring and Rita A. Goehring Revocable Living Trust dated December 4, 2000, with completed Certificate of Trustee, to BTG, LLC.
  - b. Warranty Deed from authorized member(s)/manager(s) of BTG, LLC as Grantors to the new buyer(s).

The marital status of all grantors and/or mortgagors must be stated in all documents, and the spouses of said grantors or mortgagors, and anyone who does or will have a Homestead interest in the property, must join in the execution of the documents.

- 5. If it is desired that any liens listed on Schedule B Part II not be shown on the final policy to be issued, we require a satisfaction release for each lien be obtained and duly filed for record.
- 6. A written statement in the form of a Resolution, signed by all members of BTG, LLC must be submitted to us, authorizing the proposed sale and designating the applicable member(s) or manager(s) to sign all documents on behalf of said LLC.
- 7. We must be provided with the purchaser's name and the purchase amount, and/or the Lender's name and loan amount, at which time our policy premium charge will be adjusted accordingly. We reserve the right to make additional exceptions and requirements upon receipt of the same.

#### **END OF SCHEDULE B - PART I**

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[2021 v. 01.00 (07-01-2021)]

Old Republic National Title Insurance Company

## SCHEDULE B - PART II ALTA COMMITMENT

Office File Number: 03-24-00201

### **Exceptions From Coverage**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 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.
- 2. Easements, or claims of easements, or roads and highways, not shown by the public records.
- 3. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
- 4. 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.
- 5. Any Service, installation or connection charge for sewer, water or electricity.
- 6. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, or other hydrocarbons.
- 7. Coverage extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts in Beadle County, SD.
- 8. Rights and claims of parties in possession.
- 9. Construction, Mechanic's Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
- 10. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
- Conditions, Reservations and Provisions contained in any United States or State Patent, or any applicable enabling acts.

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## SCHEDULE B - PART II EXCEPTIONS

(Continued)

Office File Number: 03-24-00201

- 12. All of 2023 real estate tax due and payable in 2024 unpaid as follows: \$308.18, ID: 3832, Parcel 1 \$2,297.30, ID: 3825, Parcel 2
- 13. Rights of tenants in possession, if any.
- 14. Subject to unrecorded leases, if any.
- 15. Statutory section line right-of-way 33 feet wide on each side of each section line, pursuant to SDCL, chapter 31-18.
- 16. Subject to Resolution on Adoption of Part of Master Plan of the City of Huron filed Jan. 11, 1950 at 8:30 AM, recorded in Plat Book 4, Page 16 whereby the City of Huron, SD. assumes jurisdiction, pursuant to Chapter 198 of the 1949 Session Laws of SD. on all of Section 34, Township 111, Range 62, Beadle Co., SD. (and other lands)
- 17. Electric Line Easement filed October 14, 1965 in Book 354, Page 728 grants unto Northwestern Public Service Company, Huron, SD, its successors and assigns, the right and easement to construct, reconstruct, repair, operate, patrol and maintain electric transmission and distribution line or lines, over and across a portion of the following described real property situated in Beadle County, South Dakota, to wit: That part of the SW 1/4 of Section 34, Township 111, Range 62 lying north of the right of way of the Chicago and North Western Railway Company (and other land). (See recorded document for further details).
- 18. Gas Line Easement filed March 17, 1969 in Book 364, Page 433 grants unto Northwestern Public Service Company, its successors and assigns, the right and easement to construct, install, maintain, renew, replace and operate a gas pipe line over, under upon and through the following described lands situated in County of Beadle and State of South Dakota, to wit: That part of the SW 1/4 of Section 34, Township 111, Range 62 lying north of the right of way of the Chicago and North Western Railway Company (and other land). (See recorded document for further details).
- 19. Transmission Line Right of Way filed March 21, 1947 in Book 294, Page 594 grants to Northwestern Public Service Company, Huron, SD, its lessees, successors or assigns, the right, easement, authority and right of way to construct, reconstruct, repair, operate, patrol and maintain a transmission or distribution line or lines over, upon, along and above a strip of land not more than 30 feet wide in NW 1/4 of Section 34, Township 111, Range 62, Beadle Co., SD. (See recorded document for further details).
- 20. An Application of Ground Water for Proposed Well Irrigation filed May 28, 1985 in Book 434, Page 170 for well location: SE ¼ of 33-111-62 (NW corner). Area to be irrigated: SE ¼ of 33 and W ½ SW ¼ of 34 & NW ¼ of 34-111-62.
- 21. Electric Line Easement filed October 14, 1965 in Book 354, Page 729 grants unto Northwestern Public Service Company, Huron, SD, its successors and assigns, the right and easement to construct, reconstruct, repair, operate, patrol and maintain electric transmission and distribution line or lines, over and across a portion of the following described real property situated in Beadle County, South Dakota, to wit: NW 1/4 of Section 34, Township 111, Range 62. (See recorded document for further details).

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# SCHEDULE B - PART II EXCEPTIONS

(Continued)

Office File Number: 03-24-00201

- 22. Gas Line Easement filed March 17, 1969 in Book 364, Page 434 grants unto Northwestern Public Service Company, its successors and assigns, the right and easement to construct, install, maintain, renew, replace and operate a gas pipe line over, under upon and through the following described lands situated in County of Beadle and State of South Dakota, to wit: NW 1/4 of Section 34, Township 111, Range 62. (See recorded document for further details).
- 23. Right-of-Way Easement filed May 8, 2002 in Disk 1F # 1469 grants unto Beadle Electric Cooperative, Inc., its successors or assigns, the right to enter upon the S 1/2 of N 1/2 of Sec. 34-111-62, Beadle Co., SD, and to construct, operate, and maintain an electric transmission or distribution line or system. (See recirded document for further details).
- 24. Right of Way Easement filed May 8, 2002 in Disk 1F # 1484 grants unto Beadle Electric Coooperative, Inc., its successors or assigns, the right to enter upon the NW 1/4 of Section 34-111-62, Beadle Co., SD, and to construct, reconstruct, operate and maintain an electric transmission and/or distribution line or system. (See recorded document for further details).
- 25. Subject to Warranty Deed executed on February 15, 2002 by Rita A. Goehring, Trustee, Grantor, conveying to BTG, LLC, grantee, the following described real estate in the County of Beadle, in the State of South Dakota: Part of the SW 1/4 of Section 34, Township 111, Range 62, North of Railroad Right-of-Way and the NW 1/4 of Section 34, Township 111, Range 62, except the Northeast One-Eighth less Miller Lot 1, Beadle County, South Dakota; West Half of Section 29, Township 113, Range 59 and the North Half of the NW 1/4 of Section 32, Township 113, Range 59, Beadle County, South Dakota. Said deed was filed February 25, 2002 at 8:00 AM, in Disk 1F, No. 818. The Grantor was incorrectly described and the acknowledgement was not completed correctly in the Warranty Deed.
  - NOTE: Fee Owner of said premises at the time of execution of above deed was Robert H. Goehring and Rita A. Goehring, Trustees or Successors in Trust of the Robert H. Goehring and Rita A. Goehring Revocable Living Trust dated December 4, 2000.
- 26. Huron Title Company reserves the right to make further exceptions when more information is disclosed.

**END OF SCHEDULE B - PART II** 

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This instrument was drafted by:	
:	
STATE OF SOUTH DAKOTA)	CERTIFICATE OF TRUSTEE
	CERTIFICATE OF TROSTEE
	being first duly sworn on oath says, that:
1. Affiant is the trustee (one of the trustees) name	red in the Trust Instrument
Name of Trust  Established on	
With	as grantor(s), and
This Certificate of Trust relates to real propert	as the original Trustee(s). ty in County, South Dakota, legally
described as follows:	county, South Dakota, legally
•	
2. The name(s) and address(es) of the trustee(s) en the execution of this Certificate are as follows:	mpowered by the Trust Instrument to act at the time of
3. The trustee(s) who have executed that certain in	nstrument relating to the real property described above
between	, as trustee(s) and
	dated
(a) are empowered by the provisions of the true	st to sell, convey, pledge, mortgage, lease, or transfer title
rowisions of the trust to assess and delicated the	) are the requisite number of trustees required by the
provisions of the trust to execute and deliver such a 4. The trust has not terminated and has not been re	an instrument
-OR-	evoked,
	. The execution and delivery of the instrument described
in paragraph 3 has been made pursuant to the provi	isions of the Trust
5. There has been no amendment to the Trust which	ch limits the power of trustee(s) to execute and deliver
he instrument described in paragraph 3.	At minus and power of trusteeds) to execute and deliver
5. The Trust is not supervised by any courtOR-	
	Court of County,
All necessary approval has been obtained from the	court for the trustee(s) to execute and deliver the
nstrument described in paragraph 3.	TO THE TEN TIME TO SECOND SEED WITH CONTACT THE
7. Affiant does not have actual knowledge of any f	facts indicating that the Trust is invalid.
-	
Whenthad and annual to the	
Subscribed and sworn to before me this day	y of
(SEAL)	
My commission expires:	Notary Public for the State of