

Schedule A

ALTA COMMITMENT

1. Commitment Date: February 02, 2022 at 7:00 AM

2. Policy to be issued: **TO BE DETERMINED**

(a) 2006 ALTA Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) ALTA Loan Policy

Proposed Insured:

Proposed Policy Amount:

(c) ALTA Policy

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 the Commitment Date vested in:

Parcel 01: Bruce Jensen

Parcel 02: Bruce R. Jensen and Sandra M. Cheney, brother and sister, as joint tenants

5. The Land is described as follows:

Parcel 01: Government Lot Four (4) and the South Half of the Northwest Quarter (S½NW¼), all in Section Four (4), Township One Hundred Twelve (112) North, Range Fifty-Four (54) West of the 5th P.M., in Kingsbury County, South Dakota. Parcel DOE# 3900

Parcel 02: The South Half of the Northwest Quarter (S½NW¼) of Section Eight (8), Township One Hundred Twelve (112) North, Range Fifty-Four (54) West of the 5th P.M., in Kingsbury County, South Dakota. Parcel DOE# 3917

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.

Schedule B-I

ALTA COMMITMENT

Requirements

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.

FURTHER REQUIREMENTS TO BE DETERMINED

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Schedule B-II

ALTA COMMITMENT

Exceptions

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:

1. 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. Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Court of Kingsbury County, South Dakota. Search was not made of filings in the central office of the Secretary of State of South Dakota. Any filings in the central office of the Secretary of State of South Dakota are not covered by this Commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water; any right, title or interest in any minerals, mineral rights, or related matters.
5. Taxes or 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.
6. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
7. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easements granted or reserved along therewith or arising by operation of law.
8. The real estate described in this Commitment/Policy shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, we are not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.
9. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
10. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
11. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
12. Any service, installation or connection charge for sewer, water or electricity.
13. Subject to unrecorded leases, if any.
14. Real Estate Taxes, (and Special Assessments, if any), for year 2022 and subsequent years which constitute a lien but are not due and payable.
15. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
16. Subject to any setback lines and utility easements that may exist.
17. If a portion of the property contains wetlands which may be subject to federal, state or local regulations, the right to use or improve these wetlands is excepted herein.

(continued on next page)

SCHEDULE B-II

18. Terms and conditions of Right of Way Easement granted to Kingbrook Rural Water System, Inc., filed September 26, 1977 at 10 AM and recorded in Book 25 of Misc., on page 357, which covers NW¼-8-112-54.
19. Duties and obligations of Vested Drainage Right Registration Form, filed June 30, 1992 at 8:44 AM and recorded in Book 35 of Misc., on page 3, which shows the NW¼-8-112-54 as land from which water is drained.
20. Duties and obligations of Vested Drainage Right Registration Form, filed June 30, 1992 at 8:48 AM and recorded in Book 35 of Misc., on page 11, which shows the NW¼-4-112-54 as land from which water is drained and as land onto which water is drained.
21. For Parcel DOE# 3900, 2021 Real Estate Taxes due and payable in 2022 in the amount \$2120.04. The 1st half due April 30, 2022 in the amount of \$1060.02 is unpaid, and the 2nd half due October 31, 2022 in the amount of \$1060.02 is unpaid.
For Parcel DOE# 3917, 2021 Real Estate Taxes due and payable in 2022 in the amount \$2879.92. The 1st half due April 30, 2022 in the amount of \$1439.96 is unpaid, and the 2nd half due October 31, 2022 in the amount of \$1439.96 is unpaid.

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APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Jensen Virgil
(Last) (First) (Middle Initial)

Political Subdivision or Company Name (if applicable)

Address Box 23
City Kingsbury State S D Zip Code 57223

Co-Owner or Other Interest Owner:

Name _____
Address _____
City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained (dominant estate):

1/4 of the NW 1/4 of Sec. 14, Twp. 112, Rg. 54, in the County of Kingsbury

B. State the legal description of the land onto which the water is drained (servient estate):

1/4 of the NW 1/4 of Sec. 14, Twp. 112, Rg. 54, in the County of

C. State the legal description of the land for which the drainage right is claimed, if different than A, above (prescriptive right):

1/4 of the NW 1/4 of Sec. 14, Twp. 112, Rg. 54, in the County of

3. The man made modifications consist of _____ (i.e. drain tile, ditch, levee, dike, etc.).
Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3 ft. deep and 80 ft. long):

4. The claimed drainage right has existed since:

A. _____ Month _____ Day _____ Year; or

B. _____ Unknown

5. State the general course and direction of the flow of water by means of the drainage right:

Natural

6. State the general course and direction of the natural flow:

A. _____ Same as paragraph 5; or

B. _____

7. State any facts you believe relevant to the vested drainage rights:

Dated this 30 day of June, 1992

Virgil Jensen

STATE OF SOUTH DAKOTA }
COUNTY OF Kingsbury } SS

On this 30 day of June, 1992, before me, Jill Albrecht,
the undersigned officer, personally appeared Virgil Jensen, known to me or satisfactorily
proven to be the person whose name is subscribed to the within instrument
and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Jill Albrecht
Dep. Rod
Title of Officer

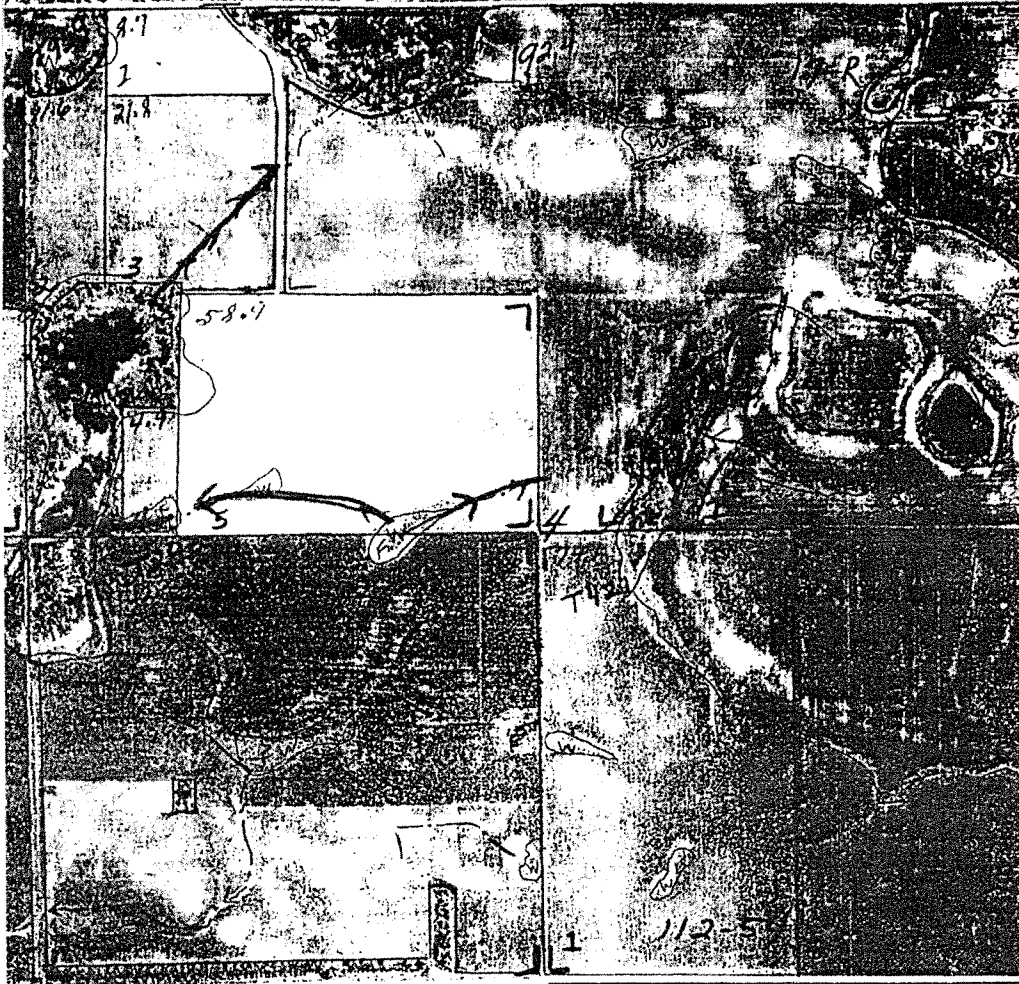
My commission expires _____

OFFICIAL WETLAND DETERMINATION
FOR HIGHLIGHTED TRACTS ONLY

SYMBOL KEY

12

- (W) Wetland
- (FW) Ditched or tiled prior to 12-23-85 but still wetland
- (PC) Converted Wetland prior to 12-23-85
- (CW) Converted Wetland after 12-23-85
- (---) Ditched prior to 12-23-85
- (---) Tiled prior to 12-23-85
- (---) Wetlands in narrow channel



07822

STATE OF SOUTH DAKOTA } ss
Kingsbury County

Filed for record the 30 day of
June A.D., 1992 at 8 o'clock
and 48 minutes P.M., and recorded
in Book 35 of Maps
on page 11

Johnnie Williams
Register of Deeds

By _____
Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTED

RIGHT-OF-WAY EASEMENT

No. 01296

357

Educator Supply & Printing Co., Mitchell, S. D. 57301

KNOW ALL MEN BY THESE PRESENTS:

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

LuVern Jensen, Donna Jensen and Virgil Jensen, Joyce Jensen

hereinafter referred to as GRANTOR, by KINGBROOK RURAL WATER SYSTEM, INC., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove the water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, under, across and through the land of the GRANTOR, situated in Kingsbury County, State of South Dakota, said land being described as follows:

NW 1/4 - 8-112-54

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.

The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

GRANTEES agree that they will, following any excavation for pipeline, return the premises to their former condition as is reasonably possible at no expense to GRANTORS.

The grant and other provisions of this agreement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 29th day of August, 19 77

LU VERNE JENSEN MRS. DONNA JENSEN (SEAL)

VIRGIL JENSEN JOYCE E. JENSEN (SEAL)

STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.

On this the 29 day of August, 19 77, before me, Phyllis M. Taschner
the undersigned officer, personally appeared Lu Verne Jensen, Donna Jensen, Virgil Jensen and Joyce Jensen
known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument
and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

PHYLLIS M. TASCHNER
Notary Public, State of South Dakota.

My Commission expires: 3/21/83

STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.

Filed for record the 26 day of Sept., A. D. 19 77 at 10 o'clock and - minutes A. M., and recorded in Book 25 of Misc. on page 357

DONALD D. MENZEL
Register of Deeds.

By _____ Deputy.

APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Jensen Virgil
(Last) (First) (Middle Initial)

Political Subdivision or Company Name (if applicable)

Address Box 55
City Farmington State S.D. Zip Code 59233

Co-Owner or Other Interest Owner:

Name _____
Address _____
City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained (dominant estate):

1/4 of the NW 1/4 of Sec. 8, Twp. 112, Rg. 54, in the County of Kingsbury.

B. State the legal description of the land onto which the water is drained (servient estate):

1/4 of the SW 1/4 of Sec. 8, Twp. 112, Rg. 54, in the County of

C. State the legal description of the land for which the drainage right is claimed, if different than A, above (prescriptive right):

1/4 of the NW 1/4 of Sec. _____, Twp. _____, Rg. _____, in the County of _____

3. The man made modifications consist of _____ (i.e. drain tile, ditch, levee, dike, etc.).
Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3 ft. deep and 80 ft. long):

4. The claimed drainage right has existed since:

A. _____ Month _____ Day _____ Year _____; OR

B. _____ Unknown

5. State the general course and direction of the flow of water by means of the drainage right:

Natural

6. State the general course and direction of the natural flow:

A. _____ Same as paragraph 5; or

B. _____

7. State any facts you believe relevant to the vested drainage rights:

Dated this 30 day of June, 1992.

Virgil Jensen

STATE OF SOUTH DAKOTA }
COUNTY OF Kingsbury } SS

On this 30 day of June, 1992, before me, Jill Albrecht,
the undersigned officer, personally appeared Virgil Jensen, known to me or satisfactorily
proven to be the person whose name is subscribed to the within instrument
and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Jill Albrecht

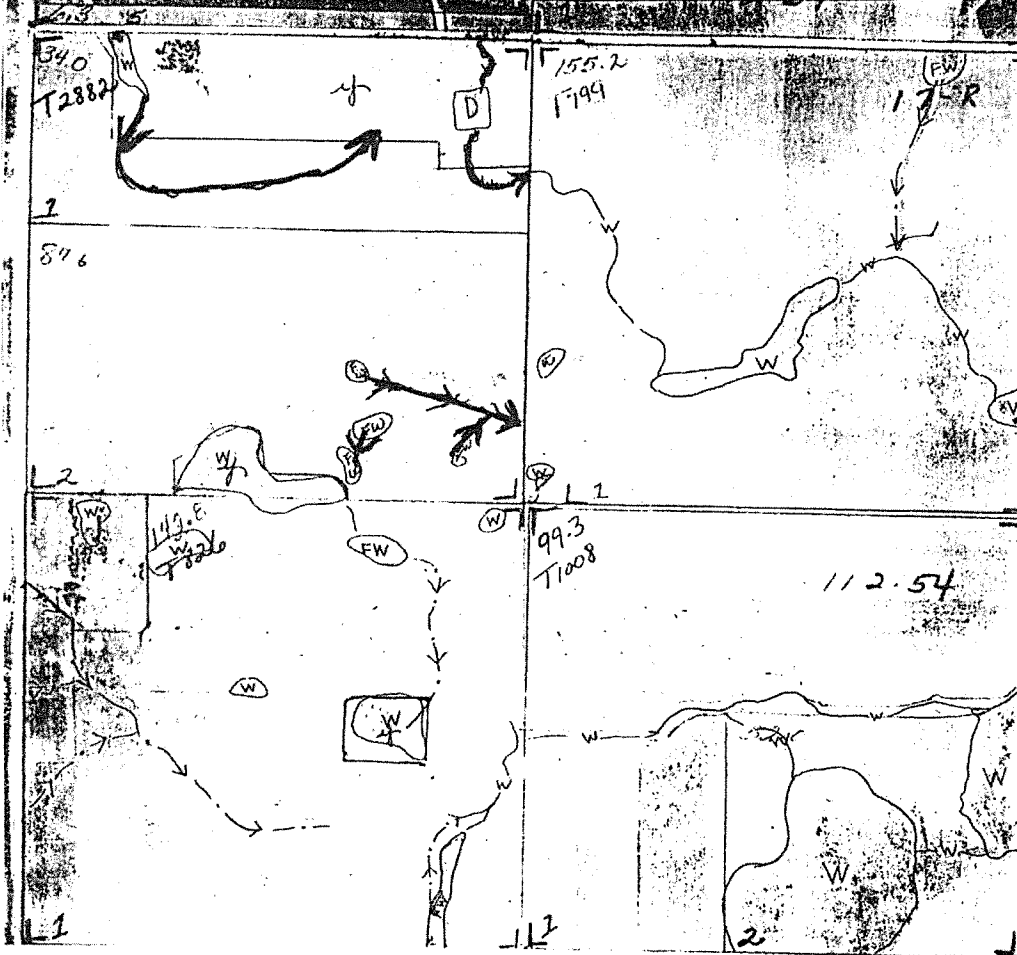
Dep. ROD
Title of Officer

My commission expires _____

OFFICIAL WETLAND DETERMINATION
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(---) Ditched prior to 12-23-85
(---) Tiled prior to 12-23-85
(W W) Wetlands in narrow channel



07618

STATE OF SOUTH DAKOTA } SS

Kingbury County

Filed for record the 30 day of
June A.D., 1992 at 2 o'clock
and 44 minutes P.M., and recorded
in Book 35 of Map

on page 3
J. L. Williams
Register of Deeds

By _____ Deputy

FEE \$5.00
RECORDED
INDEXED
GRANTOR
GRANTED

