



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II Exceptions

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:

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. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any 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 notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained 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.
8. Real Estate Taxes for the year 2024, payable in 2025, and special assessments, in the amount totaling \$349.39. Parcel ID #481912461NW0003. Parcel Key #23002. (W2 NW 19-124-61 S of RR Ex RD)

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9. Real Estate Taxes for the year 2024, payable in 2025, and special assessments, in the amount totaling \$1,953.56. Parcel ID #481912461SW0000. Parcel Key #23004. (SW 19-124-61 Ex RD)
10. Real Estate Taxes for the year 2024, payable in 2025, and special assessments, in the amount totaling \$670.20. Parcel ID #152412462NE0000. Parcel Key #3291. (SW of NE & NW of SE 24-124-62 Ex RR)
11. Real Estate Taxes for the year 2024, payable in 2025, and special assessments, in the amount totaling \$1,203.27. Parcel ID #152412462NW0000. Parcel Key #3293. (E2 NW 24-124-62 Ex RR & Ex HWY)

Real Estate Taxes for the year 2025 and subsequent years which constitute a lien but are not yet due and payable.
12. RESERVATIONS contained in that certain Warranty Deed, dated March 4, 1971, executed by Wallace B. Peterson to Jean Ries and Betty Ries, husband and wife, as joint tenants with right of survivorship and not as tenants in common; conveying SW1/4 of NE1/4 and E1/2 of NW1/4 and the NW1/4 of SE1/4 of 24-124-62 except portions thereof deeded for railway and highway purposes and tract conveyed to John H. Lathrop; filed for record April 16, 1971 at 11:25 AM in Book 192, Page 103 records of said county as follows: "Reserving unto the grantor, his heirs, successors and assigns one-half of all oil, gas or other minerals in or under such premises." (Parcels 3, 4, 5)
13. RIGHT OF WAY DEED, dated September 17, 1886, executed by Bennett Peterson to Aberdeen Fergus Falls & Pierre Railroad Co; filed for record January 20, 1887 at 11:10 AM in Book 19, Page 174 records of said county conveying a strip of land 100 feet wide being 50 feet on each side of center line of said Company's track as same is now located and staked out across the SW1/4 of NE1/4 and Lot 1 and the E1/2 of NW1/4 of 24-124-62. (Parcels 3, 4)
14. RIGHT OF WAY DEED, dated September 14, 1886, executed by Peter G. Peterson to Aberdeen Fergus Falls & Pierre Railroad Co.; filed for record January 20, 1887 at 11:10 AM in Book 19, Page 176 records of said county conveying a strip of land 100 feet wide being 50 feet on each side of center line of said Company's track as same is now located and staked out across the SE1/4 of NE1/4 of 24-124-62 or any other land I may own in said section. (Parcel 3)
15. WARRANTY DEED, dated September 13, 1886, executed by John Jansen Hovland and wife Marte Jansen to Aberdeen Fergus Falls & Pierre Railroad Co.; filed for record January 20, 1887 at 11:10 AM in Book 19, Page 178 records of said county conveying a strip of land 100 feet wide being 50 feet on each side of center line of said Company's track as same is now located and staked out across the W1/2 of NW1/4 of 19-124-61. (Parcel 1)

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16. WARRANTY DEED, dated Nov. ---, 1905, executed by Edward J. Pfeifer to The Township of Riverside (a body corporate), Brown Co SD; filed for record December 1, 1905 at 9:00 AM in Book 78, Page 309 records of said county conveying a strip of land 4 rods wide being 2 rods on either side of the following described center line, commencing at a point on the South line of Sec 19-124-61 - 575 feet East of the Southwest Corner of said section, thence North 50 degrees 23 minutes West a distance of 234 1/2 feet thence North 82 degrees 13 minutes West a distance of 100 feet thence South about 67 degrees 47 minutes West 320.4 feet to a point on the West line of said Sec 19 about 41 1/2 feet North of the Southwest corner of said Section 19 as shown by survey by D.G. Washburn dated August 28, 1903 and filed in office of the Auditor Brown County, SD on November 2, 1903. (Parcel 2)
17. QUIT CLAIM DEED, dated June 27, 1918, executed by Nordahl Stoilien and wife Mabel E. Stoilien to Public Highway of Cambria Township; filed for record September 16, 1918 at 10:00 AM in Book 98, Page 223 records of said county conveying a tract of land 2 rods wide and about 110 rods long, beginning at a point where the North line of the Right of Way of the Great Northern Railway crosses the East line of Sec. 24, Twp. 124 Range 62 thence running in a westerly direction about 110 rods the same to be used as a public highway. (Parcel 3)
18. WARRANTY DEED, dated June 22, 1918, executed by Mrs. Lina Peterson (widow) to Public Highway of Cambria Township; filed for record September 16, 1918 at 10:00 AM in Book 105, Page 162 records of said county conveying a tract of land 2 rods wide beginning at a point on the North line of the Right of Way of the Great Northern Railway, 80 rods South of the North line of Sec. 24 and about 110 rods West of the East of lien of said Sec. 24 all in Twp 124 Range 62 then running in a southwesterly direction, along the North line of said right of way to a point 80 rods east of the west section line of said Sec. 24 Twp 124 Range 62 being a strip of land 2 rods wide for a highway along said Railway right of way. (Parcels 3, 4)
19. WARRANTY DEED, dated December 18, 1923, executed by Lena Peterson, a widow to Cambria Township, Brown County, South Dakota; filed for record December 28, 1923 at 2:20 PM in Book 113, Page 134 records of said county conveying a tract of land 2 rods wide beginning at a point 2 rods north of the north line of the right of way of the Great Northern Railway, and 78 rods south of the north line of Sec. 24 and about 110 rods west of the East line of Sec. 24, all in 124-62, thence running in a southwesterly direction along the highway adjacent to and located North of said Railway right of way to a point 80 rods East of the West section line of said Sec. 24, and being a strip of land 2 rods wide, to be used as a public highway in connection with a 2 rods strip now used as a public highway along said Railway Right of Way. (Parcels 3, 4)
20. WARRANTY DEED, dated November 4, 1931, executed by Gus Werth to Brown County, a Municipal Corp., Aberdeen, SD; filed for record January 18, 1933 at 10:30 AM in Book 122, Page 185 records of said county conveying plat of Lot 5 being a strip of land for highway purposes adjoining and parallel to the present public highway in the SW corner of SW1/4 of SW1/4 of 19-124-61. (Parcel 2)

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21. WARRANTY DEED, dated December 4, 1952, executed by The Federal Land Bank of Omaha to Brown County, State of South Dakota; filed for record January 24, 1953 at 8:00 AM in Book 145, Page 393 records of said county conveying North 50 feet of the E1/2 of NW1/4 of 24-124-62 (The North 33 feet of this North 50 feet having been occupied by public highway prior to the date of this deed, the purpose of this deed is to widen the former highway 17 feet on the south), subject to any existing highways, easements and any reservations in the United States and State patents. (Parcel 4)
22. QUIT CLAIM DEED, dated January 5, 1954, executed by John M. Sieh, single to Brown County, South Dakota, a Body Corporate, Aberdeen, South Dakota; filed for record January 27, 1954 at 8:00 AM in Book 148, Page 182 records of said county conveying the North 17 feet of land along the N1/2 of NE1/4 of 24-124-62 containing 1.0 acres, more or less, for highway purposes. Said strip of land being parallel and adjacent to the present public highway. (Parcel 3)
23. RESOLUTION concerning creation of the West Brown Irrigation District, dated January 18, 1965, executed by the Board of Brown County Commissioners to the public; filed for record February 8, 1965 at 8:00 AM in Book 41 MR, Page 534 records of said county covering property insured herein and other property. (Parcel 3)
24. EASEMENT as created and recorded on February 29, 1972 at 2:15 PM in Book 61 MR, Page 271 records of said county. (Parcel 3)
25. CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS as created and recorded on October 6, 1980 at 2:25 PM in Book 85 MR, Page 894 records of said county. (Parcels 2, 3, 4, 5)
26. INITIATING PETITION FOR CREATION OF JAMES RIVER WATERSHED DISTRICT, executed by various Petitioners to Honorable Boards of Supervisors for the Brown-Marshall, South Brown and Spink Conservation Districts; filed for record May 4, 1981 at 4:14 PM in Book 87 MR, Page 39 records of said county as follows: "1. Now come the undersigned petitioners to ask the Supervisors of the three Conservation Districts specified above to create, by their order, the James River Watershed District pursuant to S.D.C.L. Chapter 46-24..." (Parcels 3, 4, 5)
27. RIGHT OF WAY EASEMENT to BDM Rural Water Systems, Inc., its successor and assigns; filed for record March 9, 1984 at 12:59 PM in Book 93 MR, Page 49 records of said county as follows: "Hereby grant, bargain, sell, transfer, and convey a perpetual easement...the NE1/4 of SE1/4 and SE1/4 of NE1/4 of 24-124-62 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..." (Parcels 3, 5)
28. RIGHT OF WAY EASEMENT to BDM Rural Water Systems, Inc., its successor and assigns; filed for record August 29, 1984 at 11:38 AM in Book 94 MR, Page 310 records of said county as follows: "Hereby grant, bargain, sell, transfer, and convey a perpetual easement...the SW1/4 of 19-124-61 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..." (Parcel 2)

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29. RIGHT OF WAY EASEMENT to BDM Rural Water Systems, Inc., its successor and assigns; filed for record August 29, 1984 at 11:39 AM in Book 94 MR, Page 311 records of said county as follows: "Hereby grant, bargain, sell, transfer, and convey a perpetual easement...the NE1/4 of SE1/4 and SE1/4 of NE1/4 of 24-124-62 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..." (Parcels 3, 5)
30. RIGHT OF WAY EASEMENT to BDM Rural Water Systems, Inc., its successor and assigns; filed for record September 13, 1984 at 12:15 PM in Book 94 MR, Page 366 records of said county as follows: "Hereby grant, bargain, sell, transfer, and convey a perpetual easement...the N1/2 of NE1/4 and NE1/4 of NW1/4 of 24-124-62 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..." (Parcels 3, 4)
31. RIGHT OF WAY EASEMENT to BDM Rural Water Systems, Inc., its successor and assigns; filed for record September 25, 1984 at 1:37 PM in Book 94 MR, Page 474 records of said county as follows: "Hereby grant, bargain, sell, transfer, and convey a perpetual easement...the N1/2 of NE1/4 and E1/2 of NW1/4 of 24-124-62 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..." (Parcels 3, 4)
32. RIGHT OF WAY EASEMENT to BDM Rural Water Systems, Inc., its successor and assigns; filed for record August 29, 1984 at 11:38 AM in Book 94 MR, Page 497 records of said county as follows: "Hereby grant, bargain, sell, transfer, and convey a perpetual easement...the N1/2 of NE1/4 and NE1/4 of NW1/4 of 24-124-62 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..." (Parcels 3, 4)
33. EASEMENT, dated May 14, 1986, executed by Dorothy M. Sieh to John Sieh; filed for record May 14, 1986 at 1:53 PM in Book 97 MR, Page 814 records of said county as follows: "Dorothy M. Sieh, owner in fee of the South Half of the West Half of the Northwest Quarter of 19-124-61, individually, and on behalf of my heirs, successors and assigns, hereby grant to John Sieh, individually and to his heirs, successors and assigns an easement 33 feet in width across the entire south side of my real property described herein. The easement is granted for the purpose of providing the right of access, ingress, and egress to real property which abuts the east side of my real property. The South Half of the East Half of the Northwest Quarter of Section 19, Township 121, Range 61, Brown County, South Dakota, South of the railroad tracks, is hereby made the dominant tenement and the South Half of the West Half of the Northwest Quarter of 19-124-61, South of the railroad tracks, is hereby made the servient tenement for this easement." (Parcel 1)
34. CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS as created and recorded on April 3, 1987 at 3:20 PM in Book 100 MR, Page 481 records of said county. (Parcel 1)
35. VESTED DRAINAGE RIGHT FORM, dated April 20, 1992, executed by Donald R. Henley and Lavanda L. Henley, Claimant to the Public; filed for record May 4, 1992 at 10:54 AM in Book 110 MR, Page 294 records of said county as follows: "State the legal description of the land from which the water is drained: N1/2 of 19-124-61; State the legal description of the land onto which the water is drained: NE1/4 of 30-124-61..." (Parcel 1)

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36. VESTED DRAINAGE RIGHT FORM, dated April 20, 1992, executed by Jean Ries, Claimant to the Public; filed for record May 4, 1992 at 10:55 AM in Book 110 MR, Page 297 records of said county as follows: "State the legal description of the land from which the water is drained: SW1/4 of 19-124-61; State the legal description of the land onto which the drainage right is claimed: SE of 19-124-61..." (Parcel 2)
37. VESTED DRAINAGE RIGHT FORM, dated April 20, 1992, executed by John M. Sieh for Dorothy Sieh Estate to the Public; filed for record May 4, 1992 at 10:57 AM in Book 110 MR, Page 301 records of said county as follows: "State the legal description of the land from which the water is drained: NE1/4 of 19-124-61; State the legal description of the land onto which the water is drained: NW1/4 of 19-124-61..." (Parcel 1)
38. VESTED DRAINAGE RIGHT FORM, dated April 20, 1992, executed by John M. Sieh to the Public; filed for record May 4, 1992 at 10:58 AM in Book 110 MR, Page 303 records of said county as follows: "State the legal description of the land from which the water is drained: NE1/4 of 19-124-61; State the legal description of the land onto which the water is drained: NW1/4 of 19-124-61..." (Parcel 1)
39. TRANSMISSION LINE RIGHT-OF-WAY EASEMENT to East River Electric Power Cooperative, Madison, S.D.; filed for record January 27, 2016 at 2:39 PM in Book 137 MR, Page 966 records of said county as follows: "A perpetual easement with the right of ingress and egress to the Easement Area, over the property described as The N 1/2 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 24, Township 124 North, Range 62 West of the 5th P.M., Brown County, South Dakota..." (Parcels 3, 4)
40. AGREEMENT GRANTING EASEMENT FOR ACCESS TO LAND AND TERMINATING PRIOR EASEMENT as created and recorded in Book 138 MR, Page 723 records of said county. (Parcel 1)
41. This Policy does not insure Title to any portion of the premises lying below the ordinary high water mark of James River or any rights in the adjoining water. (Parcels 3, 4, 5)
42. Rights of others in and to the bed and waters of James River coming into, crossing and leaving the premises. (Parcels 3, 4, 5)
43. Statutory easement for highway along the section line bounding the Land herein described. (Parcels 1, 2, 3, 4, 5)
44. Any setback lines and utility easements that may exist.
45. Rights of tenants in possession under the terms of unrecorded leases.
46. The proposed insured has not been submitted at this time to our company, and is subject to approval by the company. NOTE: This should not be used for sale or mortgage purposes on said premises, as further requirements may be requested.

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47. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount value of the property as collateral. Proposed Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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