

Transaction Identification Date: N/A  
Issuing Agent: Mark Purintun  
Issuing Office: Purintun Abstract & Title, LLC  
Issuing Office's ALTA® Registry ID: 1057941  
Loan ID Number: N/A  
Commitment Number: 9241-2024  
Issuing Office File Number: 9241-2024  
Property Address: N/A  
Revision Number: N/A

## SCHEDULE A

### COMMITMENT

1. Commitment Date: June 4, 2024 at 7:59 AM
2. Policy to be issued: **TO BE DETERMINED**
  - a. 2021 ALTA® Owner's Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - b. 2021 ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
  - c. (enter text here) ALTA® (enter text here) Policy  
Proposed Insured:  
Proposed Amount of Insurance:  
The estate or interest to be insured:
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:  
Margaret E. Jensen, surviving joint tenant,  
and, as disclosed in the Public Records, has been since August 22, 2013 at 9:40 AM
5. The Land is described as follows:  
The North Half of the Southwest Quarter (N½SW¼) of Section Nine (9), Township One Hundred Twelve (112) North, Range Fifty-Four (54) West of the 5<sup>th</sup> P.M., in Kingsbury County, South Dakota.

*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.*

**SCHEDULE B I  
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.
5. Complete and return enclosed affidavits, if any.

**FURTHER REQUIREMENTS TO BE DETERMINED**

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## SCHEDULE B II

### COMMITMENT

#### 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:

01. 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.
02. 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.
03. Rights or claims of parties in possession not shown by the public records. 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.
04. 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.
05. 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.
06. 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.
07. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
08. 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 easement granted or reserved along therewith or arising by operation of law.
09. 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.
10. 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.
11. Any service, installation or connection charge for sewer, water or electricity.
12. Subject to unrecorded leases, if any.
13. Real Estate Taxes and Special Assessments, if any, for the year 2024 and subsequent years which constitute a lien but are not due and payable.
14. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
15. Subject to any setback lines and utility easements that may exist.

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16. 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.
17. Terms, conditions, duties and obligations of Conveyance of Easement for Waterfowl Management Right granted to the United States of America, acting by and through the Secretary of the Interior or his authorized representative, filed August 1, 1979 at 2 PM and recorded in Book 26 of Misc., on page 523.
18. Terms, conditions, duties and obligations of Vested Drainage Right Registration Form filed June 30, 1992 at 9:08 AM and recorded in Book 35 of Misc., on page 52, which shows SW $\frac{1}{4}$  of 9-112-54 as land onto which water is drained.
19. 2023 Real Estate Taxes due and payable in 2024 in the amount \$580.14. The 1<sup>st</sup> half due April 30, 2024 in the amount \$290.07 is paid, and the 2<sup>nd</sup> half due October 31, 2024 in the amount \$290.07 is unpaid. Parcel DOE# 3925



KINGSBURY COUNTY  
 PO BOX 166  
 DE SMET SOUTH DAKOTA 57231  
 (605) 854-3411

06/04/2024

Parcel Information for Bill #: 2024 - 1 - 3267

Record #: 3925

TAXPAYER: MARGARET JENSEN  
 813 GOLDENROD TRAIL  
 BROOKINGS SD 57006-

Prop Addr: STR 9-112-54

Title:

Legal: HARTLAND TOWNSHIP  
 N2SW 9-112-54

9 - 112 - 54 0 - 0

School: 38-3

Acres / Lots: 80.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	290.07	.00	.00	.00	04/19/2024	3300
2nd Half:	290.07	.00		290.07		0
<b>Totals:</b>	<b>580.14</b>			<b>290.07</b>		
				***** Interest ***** Thru: 06/04/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	77790	0	0	0	0	0
Total Tax:	580.14	.00	.00	.00	.00	.00

1st half paid by: MARGARET JENSEN - MAIL  
 2nd half paid by:



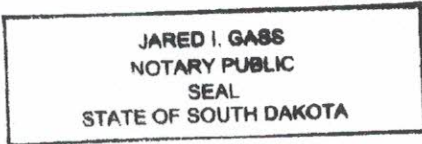
OFFICE OF RECOVERIES AND INVESTIGATIONS  
SD DEPARTMENT OF SOCIAL SERVICES  
700 GOVERNOR'S DRIVE  
PIERRE, SD 57501-2291

Dated this 2 day of August, 2013.

Margaret E. Jensen  
Margaret E. Jensen

Subscribed and sworn to before me this 2 day of August, 2013.

(SEAL)



Jared I. Gass  
Notary Public, South Dakota  
My Commission Expires: 11/25/14

No. 14604

Michell Printing Co., Inc., Mitchell, S. D. (1027) 4-30-69

WARRANTY DEED

Merlyn Jensen and Margaret Jensen, his wife,

grantor<sup>s</sup> of  
Kingsbury County, State of South Dakota for and in consideration of  
No money consideration, to place property in joint tenancy only DOLLARS,  
GRANTS, CONVEYS and WARRANTS to MERLYN JENSEN and MARGARET JENSEN, husband and wife, as  
joint tenants with right of survivorship and not as tenants in common, grantees, of  
Lake Norden, S. Dak. P. O., the

following described real estate in the County of Kingsbury, in the State of South Dakota:

North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section  
Nine (9) Township One Hundred Twelve (112), Range  
Fifty Four (54), in Kingsbury County, South Dakota.

This conveyance is made without money consideration and for the sole  
purpose of placing legal title in the name of husband and wife as  
grantees as joint tenants with full right of survivorship.

EXEMPT FROM  
TRANSFER FEE

Dated this 26th day of April, 1972.

MERLYN JENSEN

MARGARET JENSEN

STATE OF SOUTH DAKOTA }  
County of Kingsbury } ss.

On this the 26th day of April, 1972, before me

Paul R. Green the undersigned officer, personally appeared Merlyn Jensen  
and Margaret Jensen, his wife, 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)

PAUL R. GREEN  
Notary Public, South Dakota  
Title of Officer

My commission expires June 9, 1972.

STATE OF SOUTH DAKOTA, County of Kingsbury, ss.

Filed for record this 26 day of April, 1972, at 1:30 o'clock

P. M., and recorded in Book 79 of Deeds on page 549.

By Audrey Menzel  
Deputy.

DONALD D. MENZEL  
Register of Deeds.



UNITED STATES DEPARTMENT OF THE INTERIOR  
U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

No. 03827

McLEOD'S Printing & Office Supply, Mitchell, S.D. - 41489-1-29-79

Form 3-1916 (Rev. Sept. 1976)

52

THIS INDENTURE, by and between Merlyn Jensen and Margaret Jensen, his wife, of Lake Norden, South Dakota

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of (\$ 4,155.00 )

Four Thousand One Hundred Fifty-five

DOLLARS,

the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within six months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of access thereto by authorized representatives of the United States:

The lands covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or man-made causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. Said lands are located within, and the aforementioned right of access extends over all lands within the following described legal subdivision(s)

in Kingsbury County, State of South Dakota, to wit:

T. 112 N., R. 54 W., 5th P.M.

Section 9, N $\frac{1}{2}$ SW $\frac{1}{4}$

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights.

The parties of the first part, for themselves, their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise, of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling in with earth or any other material or leveling any part or portion of said delineated wetland areas; and by not burning any marsh vegetation on any part or portion of said delineated wetland areas. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Merlyn Jensen at Box 97, Lake Norden, South Dakota 57248 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

4. Payment of the consideration will be made by a United States Treasury check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General, or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have herunto set their hands and seals this 6 day of MARCH, 1979

(L. S.) MERLYN JENSEN (L. S.)  
Merlyn Jensen (L. S.)  
(L. S.) MARGARET JENSEN (L. S.)  
Margaret Jensen (L. S.)

ACKNOWLEDGEMENT

STATE South Dakota }  
COUNTY OF Hamlin } ss.

On this 6 day of MARCH, in the year 1979, before me personally appeared Merlyn Jensen and Margaret Jensen, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



EDWARD W. EDELBROCK  
Edward W. Edelbrock  
State of South Dakota  
(Notary Public)

My commission expires May 12, 1984

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this 26 day of JUL, 1979

THE UNITED STATES OF AMERICA  
By WILLIAM A. GODBY  
WILLIAM A. GODBY  
(Title) Acting Regional Director  
U.S. Fish and Wildlife Service

STATE OF SOUTH DAKOTA, County of Kingsbury ss.  
I certify the within instrument was filed of record the 1 day of August, 1979 at 2 o'clock P.M. and recorded in book 26 of Misc. and page 523.  
By Deputy DONALD D. MENZEL Register of Deeds

APPENDIX B  
VESTED DRAINAGE RIGHT  
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Richardson B.N. Trust  
(Last) (First) (Middle Initial)  
First Trust Company of North Dakota  
Political Subdivision or Company Name (if applicable)  
Address Box 1980  
City Fargo State ND Zip Code 5810

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):

A & B X  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  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):

X  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 9, Twp. 112, Rg. 54, in the County of Kingsbury

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

\_\_\_\_\_  $\frac{1}{4}$  of the \_\_\_\_\_  $\frac{1}{4}$  of Sec. \_\_\_\_\_, Twp. \_\_\_\_\_, Rg. \_\_\_\_\_, in the County of \_\_\_\_\_

3. The man made modifications consist of Drainage Pitch (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):

A = 2700' 3' - 30'  
B = 1500' 3' - 20'

4. The claimed drainage right has existed since:

A. Oct / 1 / 63; or  
Month Day Year  
B. Unknown

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

See Attached SCS MAP

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

A. Same as paragraph 5; or  
B. See Attached SCS MAP

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

See Attached SCS MAP

Dated this 24<sup>th</sup> day of June, 1992

B.N. Richardson Trust by:

Tom Archbold  
Vice President & Property Manager

North  
STATE OF ~~SOUTH~~ DAKOTA }  
COUNTY OF Cass } SS

On this 26<sup>th</sup> day of June, 1992, before me, Lauri O'Hara,  
the undersigned officer, personally appeared Tom Archbold, 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.

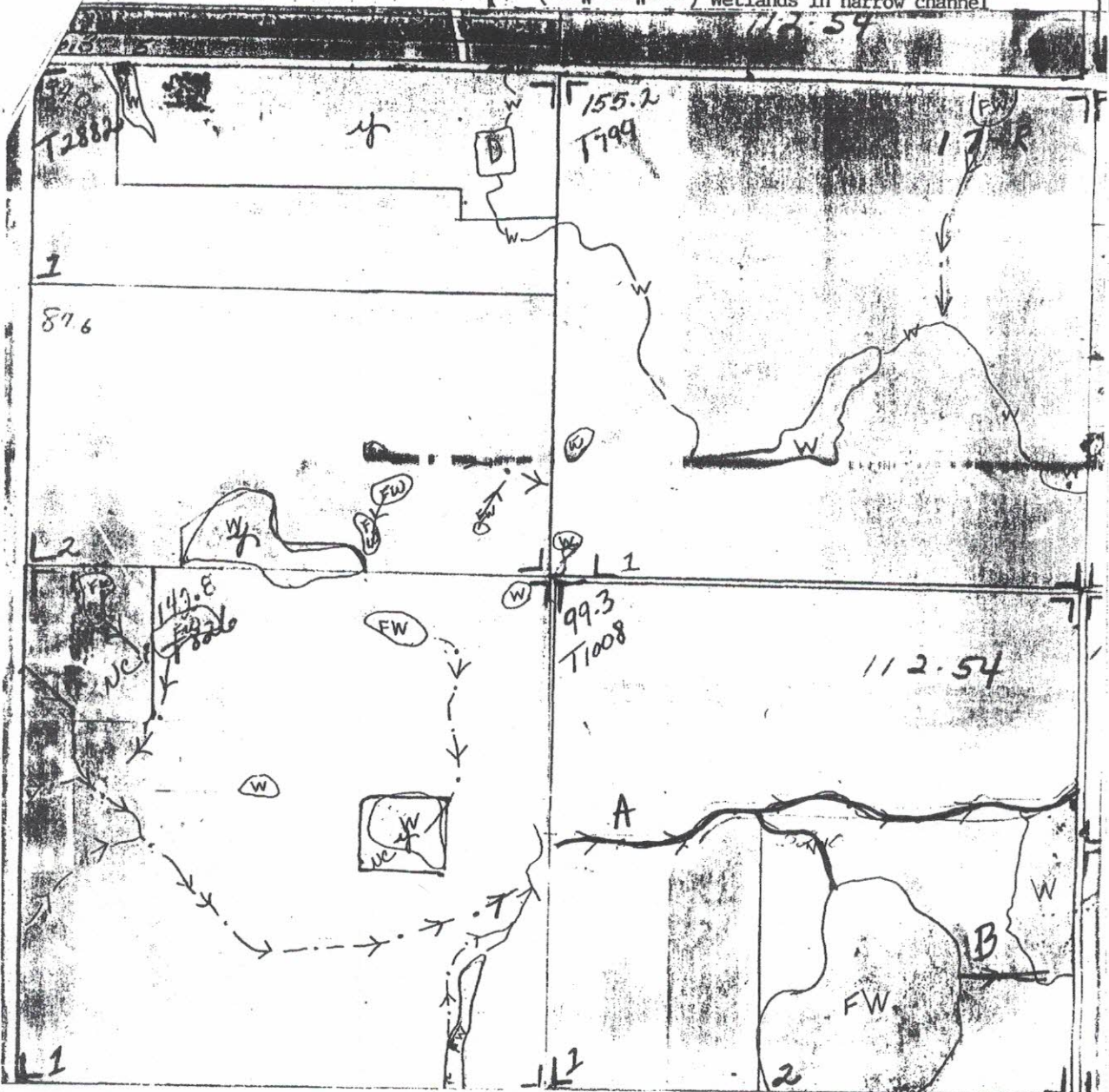
In witness whereof I hereunto set my hand and official seal.

Lauri O'Hara  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires OCT. 31, 1997



**WETLAND DETERMINATION  
HIGHLIGHTED TRACTS ONLY**

land  
 (FW) Ditched or tilled 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  
 (---W---) Wetlands in narrow channel



**07843**

STATE OF SOUTH DAKOTA } 88  
 Kingsbury County

Filed for record the 30 day of  
Jan A.D., 1992 at 9 o'clock  
 and 08 minutes A M., and recorded  
 in Book 35 of Miss  
 on page 52

*Jatonne Williams*  
 Register of Deeds

By \_\_\_\_\_ Deputy

FEE \$ 5.00  
 RECORDED  
 INDEXED  
 GRANTOR  
 GRANTED