

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: 9287-2024
Issuing Office File Number: 9287-2024
Property Address: N/A
Revision Number: N/A

SCHEDULE A COMMITMENT

1. Commitment Date: August 02, 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:
JoAnn Nelson, surviving wife,
and, as disclosed in the Public Records, has been since April 24, 1990 at 9:30 AM
5. The Land is described as follows:
The West Half of the Southwest Quarter (W½SW¼) of Section Thirteen (13), Township One Hundred Nine (109) North, Range Fifty-Four (54) West of the 5th 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 Resolution and Order filed July 18, 1962 at 1:45 PM in Book 20 of Misc., on page 70, to vacate the public highway located upon the section line between Sections 13 and 14 in Township 109, Range 54 (being the section-line highway located on the west side of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of 13-109-54).
18. Terms, conditions, duties and obligations of Right of Way Easement granted to Kingbrook Rural Water System, Inc., filed June 14, 1977 at 10:30 AM in Book 25 of Misc., on page 495, which covers W $\frac{1}{2}$ SW $\frac{1}{4}$ of 13-109-54 and other land.
19. Terms, conditions, duties and obligations of Right of Way Easement granted to Kingbrook Rural Water System, Inc., filed May 22, 1979 at 8 AM in Book 26 of Misc., on page 632, which covers W $\frac{1}{2}$ SW $\frac{1}{4}$ of 13-109-54.
20. 2023 Real Estate Taxes due and payable in 2024 in the amount \$1949.88. The 1st half due April 30, 2024 in the amount \$974.94 is paid, and the 2nd half due October 31, 2024 in the amount \$974.94 is unpaid. Parcel DOE# 452

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

08/02/2024

Parcel Information for Bill #: 2024- 1 -4753

Record #: 452

TAXPAYER: JOANN NELSON
 % Tim Nelson
 1976 JULIET AVE
 ST PAUL MN 55105-

Prop Addr: STR 13-109-54

Title:

Legal: SPRING LAKE TOWNSHIP
 W2SW 13-109-54

13 - 109 - 54 0 - 0

School: 39-6

Acres / Lots: 80.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	974.94	.00	.00	.00	04/29/2024	5179
2nd Half:	974.94	.00		974.94		0
Totals:	1,949.88			974.94		
				***** Interest ***** Thru: 08/02/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	200812	0	0	0	0	0
Total Tax:	1949.88	.00	.00	.00	.00	.00

1st half paid by: JOANN NELSON - MAIL
 2nd half paid by:

No. 04298

STATE OF SOUTH DAKOTA) IN CIRCUIT COURT
: SS
COUNTY OF KINGSBURY) THIRD JUDICIAL CIRCUIT

In the Matter of the Estate of)
))
GUSTAV H. NELSON,) FINAL DECREE OF DISTRIBUTION
))
Deceased.)

JO ANN NELSON, Executrix of the above-entitled estate, having rendered and filed herein a Final Account of the administration of said estate with a petition for Final Distribution thereof, and said petition this day having come on regularly to be heard, and proof having been made to the satisfaction of the Court that Notice of Hearing thereon has been given as required by law, and no objections to such account or contest thereof having been made;

And it appearing to the Court from the records and files herein and the evidence taken and proofs made at such hearing that an inventory of all of the property belonging to said estate has been made and filed and due and proper appraisement had thereon, that due and legal notice to the creditors of said estate has been given, that all expense of administration, funeral expenses, expenses of last sickness, debts and other demands against the estate allowed by the Court or known to the Executrix, and all taxes legally due, including any federal income taxes payable by the estate, have been paid and discharged or will be paid by the beneficiaries, hereinafter mentioned following the filing of the final federal income tax return for the estate; that no Federal Estate Tax Return is required to be made and filed and no Federal Estate tax is payable by reason of

And it appearing that at the time of the decedent's death, title to the property described on Exhibit "B" was held by the persons shown on Exhibit "B" and the decedent as joint tenants with right of survivorship, and not as tenants in common; and that the interest of said decedent in the jointly owned property described on Exhibit "B" was terminated by reason of his death and that the surviving joint owners are entitled to be vested with the sole and absolute title in and to said described property;

NOW, THEREFORE, on petition of Jo Ann Nelson, Executrix, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Final Account of the said Executrix be and the same is hereby allowed, approved, and settled;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any balance of cash on hand, the property set forth on schedule marked Exhibit "A" and any other property of the estate wheresoever situated, whether real property or personal property, is hereby assigned to and vested in the following named person:

JoAnn Nelson, surviving wife,
to have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the interest of the decedent in all of the jointly owned property shown on Exhibit "B" attached hereto is hereby terminated, and such properties are fully vested in the surviving joint tenant shown on such exhibit;

No. 04298 Cont.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the filing of vouchers or cancelled checks evidencing the disbursements shown on the Final Account on file herein, and evidencing the payments and distributions authorized hereinabove, and upon the filing of a Federal Income Tax Return, the Executrix shall be discharged from further duties and liability herein.

Dated at De Smet, South Dakota, this 20th day of April, 1990.

BY THE COURT:

-s- Eugene L. Martin
Circuit Court Judge

ATTEST:

-s- Wendy Sand
Deputy
Clerk of Courts



Seal of Kingsbury County, South Dakota
I hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of this office.
Wendy Sand
Deputy Clerk of Courts

CIRCUIT COURT, THIRD JUDICIAL CIRCUIT
KINGSBURY COUNTY, SOUTH DAKOTA
FILED 4-20-90 DATE
BY Wendy Sand CLERK/CERTIFY

No. 04298 Cont.

GUSTAV H. NELSON ESTATE

EXHIBIT "B"

The following property held by the decedent, Gustav Nelson, and his wife, JoAnn Nelson, as joint tenants with right of survivorship and not as tenants in common.

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 13, Township 109, Range 54, West of the 5th P.M., Kingsbury County, South Dakota, and

The Southeast Quarter (SE $\frac{1}{4}$) of Section 14, Township 109, Range Fifty Four (54), West of the 5th P.M., less 1 acre in the SW Corner for Cemetery, in Kingsbury County, South Dakota

Accounts in American State Bank, Oldham, South Dakota, which are held jointly by the decedent, Gustav Nelson, and his wife, JoAnn Nelson.

DD Account #34972
CD #55516
CD #55327
Savings Account #1802507

Accounts in American State Bank, Oldham, South Dakota, which are held jointly by the decedent, Gustav Nelson, and his son, Jeffrey Nelson.

Savings Account #1804115
DD Account #34980

04298

STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY
Filed for record the 24 day of April, 1990, at 9:30 o'clock
P. M. in Book 9 of 20 on page 412
JoAnn Williams By _____
Register of Deeds Deputy

FEE \$ 12.00
RECORDED
INDEXED
GRANTOR
GRANTEE

No. 5480

RESOLUTION AND ORDER

Supervisor CHESTER W. SORN of Spring Lake Township, Kingsbury County, South Dakota, presented the following Resolution and Order and moved its adoption:

WHEREAS, a petition has been filed with the Clerk of the Board of Supervisors of Spring Lake Township, Kingsbury County, South Dakota, pursuant to Section 28.0410 of the South Dakota Code of 1939 and Acts amendatory thereto, which petition is executed by more than the required number of electors of said Spring Lake Township and which petition asks that a township highway located within said Spring Lake Township, Kingsbury County, South Dakota, be vacated, said highway now being located upon the section line between Sections Thirteen (13) and Fourteen (14) in Township One Hundred Nine (109), Range Fifty-four (54) in Kingsbury County, South Dakota, the same being a part of the township highway system of said Spring Lake Township, for the reason that said portion of the highway is not useable by the public as a public highway and, in fact, might be dangerous to the public and is impassable in certain seasons of the year and it is to the interest of the public that such highway be vacated.

WHEREAS, the said petition is executed by the required number of persons residing within said township who are electors thereof and it appearing to the Board of Supervisors of said township that the part of the township highway system, as described herein, is not used or useable by the public and that it may be dangerous to the public in certain seasons of the year and it is to the interest of the public that said highway be vacated.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED: That the public highway located in Spring Lake Township, Kingsbury County, South Dakota, as described herein, be and the same hereby is vacated and that a true copy of this resolution shall be published in the De Smet News, a legal, weekly newspaper, published in said county, for three successive weeks and such highway as herein described will be deemed to be vacated after the lapse of thirty days, without further proceeding, unless appeal is taken in the manner provided by law.

The motion was seconded by Supervisor JHON S. SYVERSON and upon roll call the vote was as follows:

Chester W. Soren yea
John Syverson, Jr. yea
Ed Stroh yea

State of South Dakota)
County of Kingsbury) ss.

I, Lowell Becker, being the duly elected, qualified and acting Clerk of the Board of Supervisors of Spring Lake Township, Kingsbury County, South Dakota, do hereby certify that the foregoing is a true and correct copy of the resolution and the action taken thereon by the Board of Supervisors, Spring Lake Township, at a special meeting of said Board held on the 25 day of May, 1962, as the same appear and is now on record in the minutes of the Clerk of the Board of said Spring Lake Township and that the same is a true and correct transcript thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 25 day of May, 1962.

LOWELL BECKER
Lowell Becker
Clerk

STATE OF SOUTH DAKOTA)
Kingsbury County) ss.

Filed for record the 18 day of July A.D., 1962 at 1 o'clock and 45 minutes P.M., and recorded in Book 20 of Miscellaneous on page 70.

JOY OLSON
Register of Deeds

No. 5504

STATE OF SOUTH DAKOTA)
COUNTY OF KINGSBURY) SS.

IN COUNTY COURT

In the Matter of the Estate of)
George Klinkel,) Deceased.

ORDER

Upon consideration of the Receipt and Certificate of the Department of Revenue, Inheritance Tax Division of the State of South Dakota, the court is satisfied that there is no inheritance tax due to the State of South Dakota in the above entitled matter and it is hereby ORDERED AND ADJUDGED:

That the transfer of property of which said decedent died seized and possessed is not subject to inheritance taxation to the State of South Dakota. That said real estate and mortgage upon real estate are described as follows:

The North Five (N5) Feet Ten (10) Inches of the East One Hundred (E100) Feet of Lot Nine (9) in Block One (1) and Lots Ten (10) and Eleven (11) in Block One (1) of the Original Plat of the City of De Smet, Kingsbury County, South Dakota

A real estate mortgage upon real estate described as the North Half (N½) of Section Five (5) in Township One Hundred Eleven (111), Range Fifty-six (56) and the West Half of the Southeast Quarter (W½SE¼) of Section Thirty-three (33) in Township One Hundred Twelve (112), Range Fifty-six (56) in Kingsbury County, South Dakota

That the above described real estate and mortgage upon real estate were owned in joint tenancy by the decedent George Klinkel, and his wife, Kathryn E. Klinkel, also known as Kathryn E. Klinkel, that said joint tenancy ownership was terminated and ceased to exist on the 11th day of July, 1962, the day of the death of said George Klinkel, Deceased, and that since that time, the sole and only owner thereof has been said Kathryn E. Klinkel, also known as Kathryn E. Klinkel and that said property, real and personal, is exempt from inheritance tax as to the death of said George Klinkel, Deceased.

Dated as De Smet, South Dakota, this 2nd day of August, 1962.

BY THE COURT:

ALAN R. PURINTUN
Judge of the County Court

ATTEST:

VERA GILDSETH (SEAL)
Clerk of the County Court

Filed in the office of the Clerk of the County court in and for Kingsbury County, S.D. this 2nd day of August, A.D. 1962 and recorded in Book No. 29 of Minutes Page 572.

VERA GILDSETH
Clerk of the County Court

RIGHT-OF-WAY EASEMENT

495
495

No. 00711

Educator Supply & Printing Co., Mitchell, S. D. - 57501

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to Herbert & JoAnn Nelson and Farmers Investment Co. by Francis Malone, Sec. Trea

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:

Southeast Quarter (SE 1/4) Section 14, Township 109, Range 54
West One-half of the Southwest Quarter of Section 13, Township 109, Range 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 28th day of October, 19 76.

HERBERT NELSON (SEAL)

JO ANN NELSON (SEAL)

Farmers Investment Co Francis Malone Sec. Trea (SEAL)

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

On this the 28th day of October, 19 76, before me, Rodney J. Steele

the undersigned officer, personally appeared Francis Malone as Sec. -Treasurer of Farmers Investment Company known to me or satisfactorily proven to be the person is 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.

(SEAL)

RODNEY J. STEELE
Notary Public, State of South Dakota.

My Commission expires: 9-9-80

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

Filed for record the 14 day of June, A. D. 19 77 at 10 o'clock and 30 minutes A. M., and recorded in Book 25 of Misc. on page 495.

DONALD D. MENZEL Register of Deeds. By _____ Deputy.

STATE OF SOUTH DAKOTA)
County of Kingsbury)ss

On this the 28th day of October 1976, before me, Rodney J. Steele, the undersigned officer, personally appeared Herbert Nelson and JoAnn Nelson 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.

RODNEY J. STEELE

(SEAL) Notary Public, State of South Dakota

My Commission expires: 9-8-80

