

Transaction Identification Date:
Issuing Agent: Mark Purinton
Issuing Office: Purinton Abstract & Title, LLC
Issuing Office's ALTA® Registry ID: 1057941
Loan ID Number:
Commitment Number: 9323-2024
Issuing Office File Number: 9323-2024
Property Address: N/A

SCHEDULE A

COMMITMENT

1. Commitment Date: September 23, 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. ALTA® 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: Randy Petersen, Rod Petersen, Ross Petersen, Tyan Petersen and Robyn Van Meter, as tenants in common, SUBJECT to a life estate interest in and to Irene Petersen, a widow and, as disclosed in the Public Records, has been since December 5, 2007 at 11:10 AM
5. The Land is described as follows:

The Northeast Quarter (NE ¼), except the East 541 feet of the North 522 feet, and except the South 191 feet of the North 713 feet of the East 226 feet, of Section Twenty-Six (26), Township One Hundred Twelve (112), North, Range Fifty-Six (56) 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 all enclosed affidavits.
6. 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. 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.
07. 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.
08. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
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.

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15. Subject to any setback lines and utility easements that may exist.
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 and conditions of Grant Of Right Of Way To County granted to Kingsbury County, SD filed June 26, 1956 at 9 AM and recorded in Book 18 of Misc., on page 196, for a strip of land 17 feet wide running along the entire NE ¼-26-112-56 adjoining the present county hwy that now exist located along the north side of said NE ¼-26-112-56.
18. Terms and conditions of Right Of Way Easement granted to Kingbrook Rural Water System, Inc. filed October 19, 1976 at 8:30 AM and recorded in Book 25 of Misc., on page 190.
19. Duties and obligations of Vested Drainage Right Registration Form filed June 26, 1992 at 10:24 AM and recorded in Book 34 of Misc., on page 710, which shows NE ¼ -26-112-56 as land from which water is drained.
20. Subject to Life Estate Interest of Irene Petersen, a widow, as shown in Warranty Deed dated December 4, 2007, filed December 5, 2007 at 11:10 AM and recorded in Book 109 of Deeds, on page 402.
21. 2023 Real Estate Taxes due and payable in 2024 in the amount of \$3230.44, which are paid in full. DOE# 4392

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

09/23/2024

Parcel Information for Bill #: 2024- 1 -5386

Record #: 4392

TAXPAYER: RANDY PETERSEN & ETALS
 % ROD PETERSEN
 1927 TANBURY LN
 BROOKINGS SD 57006

Prop Addr: STR 26-112-56

Title:

Legal: SPIRIT LAKE TOWNSHIP
 NE EXC 191' X 226' & 6.50 AC 26-112-56

26 - 112 - 56 0 - 0

School: 38-2

Acres / Lots: 152.50

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,615.22	.00	.00	.00	04/25/2024	4290
2nd Half:	1,615.22	.00		.00	04/25/2024	4290
Totals:	3,230.44			.00		
				***** Interest ***** Thru: 09/23/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	357389	0	0	0	0	0
Total Tax:	3230.44	.00	.00	.00	.00	.00

1st half paid by: IRENE F PETERSEN BY RANDY PETERSEN - IN OFFICE
 2nd half paid by: IRENE F PETERSEN BY RANDY PETERSEN - IN OFFICE

THIS INSTRUMENT DRAFTED BY
WILKINSON & WILKINSON LAW FIRM
103 JOLIET AVE. S.E., P.O. BOX 29
DE SMET, SOUTH DAKOTA 57231
605-854-3378

028549



FEE \$ 10.
RECORDED
INDEXED
COMP. ✓

STATE OF SOUTH DAKOTA }
Kingsbury County } ss

Filed for record the 5 day of
December A.D. 2007 at 11 o'clock
and 10 minutes A M, and recorded in
Book 109 of Deeds
on page 402

By Cary J. Hofer
Register of Deeds
Deputy

WARRANTY DEED

IRENE PETERSEN, a widow, of 408 Calumet Avenue Apt. 16, De Smet, South Dakota 57231, **GRANTOR**, as an absolute gift, **Grants, Conveys and Warrants** to, **RANDY PETERSEN**, of 1824 200th Avenue, Mora, Minnesota 55051, **ROD PETERSEN**, of 1402 King Arthur Court, Brookings, South Dakota 57006, **ROSS PETERSEN**, of 207 Third Street SW, De Smet, South Dakota 57231, **RYAN PETERSEN**, of 300 Lake Avenue S, Lake Preston, South Dakota 57249, and **ROBYN VAN METER**, Watertown, South Dakota 57201, as tenants in common, **GRANTEES**, all interest in and to the following described real property, to-wit:

The Northeast Quarter (NE ¼), of Section Twenty-Six (26), Township One Hundred Twelve (112), Range Fifty-Six (56), in Kingsbury County, South Dakota, subject to easements, restrictions and reservations of record.

Grantor hereby reserves unto herself, a life estate interest in and to the above-described real property.

Dated this 4th day of December, 2007.

**EXEMPT FROM
TRANSFER FEE**

PURSUANT TO SDCL 43-4-22(18)
STATE OF SOUTH DAKOTA)

:SS

COUNTY OF KINGSBURY)

Irene Petersen
Irene Petersen

On this the 4th day of December, 2007, before me, Todd D. Wilkinson, the undersigned officer, personally appeared Irene Petersen, a widow, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Todd D. Wilkinson
Notary Public, South Dakota
My Commission Expires: 5-15-2012

No. 10517

GRANT OF RIGHT OF WAY TO COUNTY

KNOW ALL MEN BY THESE PRESENTS: That I, Arthur Milford Knutson, De Smet, S.D. being one of the owners of separate parcels of land lying north and south and adjacent to a public county highway known Proj. 1, running east and west between State Hwy 25, and Town of Erwin State of South Dakota, do hereby give, grant and quit claim unto said County of Kingsbury, State of South Dakota, an easement of right of way for the construction, improvement, operation and maintenance of a public road upon and across the following land lying and being situated in the County of Kingsbury and the State of South Dakota, to-wit:

A strip of land (17) seventeen feet wide and running along the entire Northeast 1/4 Section 26, Range 56, Township 112, The seventeen feet are adjoining the present County Hwy that now exists. This strip of land begins approximately (33) feet from the center line of the present highway and extends to the north or the south of the now existing right of way and runs from the east to the west.

to have and to hold the said easement or right of way unto the said County of Kingsbury, State of South Dakota for public road or highway purposes, so long as the same shall be used, operated, and maintained as a public highway; and the grantors hereby dedicate their respective interests in said strip of land to public use for such purposes.

The grantors herein expressly limit the grant and quit claim of this easement or right of way to their respective interests in those parcels of land across which the above strip of land lies.

The grantors herein do hereby join in the grant of this easement or right of way, and in this dedication to public use, for the purpose of relinquishing any right and homestead which we may or might have.

Arthur Milford Knutson

State of South Dakota, } ss.
County of Kingsbury. }

On this 6 day of Feb. 1956, before me, the undersigned, the following person appeared Arthur Milford Knutson known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

Preston Oliver
Notary Public

(Seal)
My commission expires Oct. 13, 1959

in and for the state of De Smet.

BORROW PERMIT

KNOW ALL MEN BY THESE PRESENTS: That I, Arthur Milford Knutson, De Smet, of the County of Kingsbury, State of South Dakota, do hereby grant unto the County of Kingsbury, State of South Dakota, the right to take materials consisting of rock, gravel, sand and earth from any portion of the hereinafter described tract of land for the purpose of construction, maintaining and repairing highways, at any and all times, from date hereof until 1-1-57 together with the right to operate necessary equipment thereon and the right of ingress and egress for the purpose of removing said materials therefrom, to the right of way of

County Road No. 1 said tract of land being situated in the County of Kingsbury, State of South Dakota and described as follows. Permission is also hereby granted to cut all necessary inlet and outlet ditches as may be required to secure proper drainage.

Situated along the entire North length of the NE 1/4, Section 26, Range 56, Township 112.

In witness whereof I have hereunto set my hand and seal this 6 day of Feb. A.D. 1956

Arthur Milford Knutson

State of South Dakota, } ss.
County of Kingsbury. }

I, the undersigned, a Notary Public in and for the State of South Dakota, do hereby certify than on this 6 day of February, 1956 personally appeared before me Arthur Milford Knutson to me known to be the individual described in and who executed the within instrument and acknowledged that she executed the within instrument and acknowledged that he signed and sealed the same as a free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal, the day and year first above written.

Preston Oliver
Notary Public in and for the State of South Dakota.

(Seal)
My commission expires Oct. 13, 1959

Residing at De Smet

Filed for record the 26 day of June, A. D., 1956, at 9 o'clock and minutes A. M., and recorded in Book 18 on Page 196

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to Milford Knutson and Etta Mae Knutson

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:

North East 1/4 of Section No. 26, Township No. 112, Range No. 56.

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 9th day of April, 1975

MILFORD KNUTSON (SEAL)
ETTA MAE KNUTSON (SEAL)

STATE OF SOUTH DAKOTA,
County of Kingsbury } ss.

On this the 9th day of April, 1975, before me, Phyllis M. Taschner, the undersigned officer, personally appeared Milford and Etta Mae Knutson 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.
De Smet, S. Dak.

My Commission expires: 3-21-83

STATE OF SOUTH DAKOTA,
County of Kingsbury } ss.

Filed for record the 19 day of October, A. D., 1975 at 8 o'clock and 30 minutes A. M., and recorded in Book 25 of Misc. on page 190

DONALD D. MENZEL
Register of Deeds.

By Audrey Menzel
Deputy.

APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:

Name Petersen Irene
(Last) (First) (Middle Initial)

Address RI
City De Smet SD State SD Zip Code 57231

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):
NE 1/4 of the ~~_____~~ of Sec. 26, Twp. 112, Rg. 56, 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. 26, Twp. 112, Rg. 56, 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 (pre-
scriptive right):
_____ 1/4 of the _____ 1/4 of Sec. _____, Twp. _____, Rg. _____, in the County of _____

3. The man made modifications consist of ditch (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):
approximately 100 rods long, defined periodically with
mold board plow.

4. The claimed drainage right has existed since:
A. _____ / _____ / _____; 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 map

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:
Existing natural drainage has been ^{improved} ~~maintained~~ with moldboard
plow to counteract silting in.

Dated this 26 day of June, 1992.

Irene L. Petersen

STATE OF SOUTH DAKOTA)
COUNTY OF Kingsbury) SS

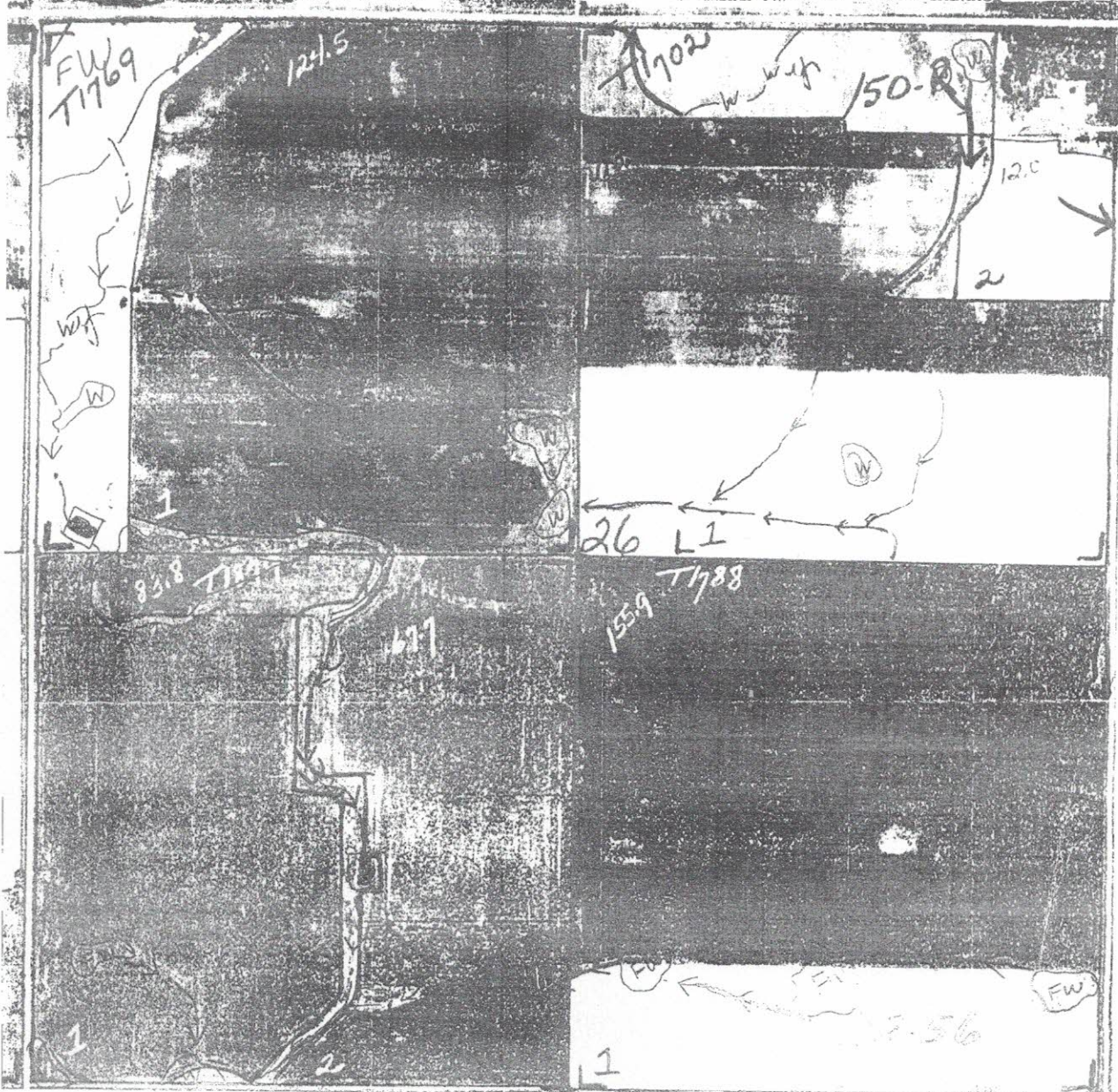
On this 26 day of June 1992, before me, JWA Albrecht,
the undersigned officer, personally appeared Irene Petersen, known to me or satisfactorily
proven to be the person whose name is subscribed to the within instrument
and acknowledged that he executed the same for the purposes therein contained.

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

JWA Albrecht
Dep. ROD
Title of Officer

OFFICIAL WETLAND DETERMINATION
FOR HIGHLIGHTED TRACTS ONLY

- (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
- (-W-W-) Wetlands in narrow channel



07752

STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for record the 26 day of
June A.D., 1972 at 10 o'clock
and 24 minutes A M., and recorded
in Book 34 of These
on page 710

Je'onne Williams
Register of Deeds

By _____
Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTED