

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  
Issuing Office File Number: 9352-2024  
Property Address: N/A  
Revision Number: N/A

## SCHEDULE A COMMITMENT

1. Commitment Date: October 24, 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:  
Raabe Farms, LLC, a South Dakota Limited Liability Company,  
and, as disclosed in the Public Records, has been since January 2, 2013 at 3 PM
5. The Land is described as follows:  
The Southeast Quarter (SE¼) of Section Eight (8), Township One Hundred Twelve (112) North, Range Fifty-Eight (58) West of the 5<sup>th</sup> P.M., in Kingsbury County, South Dakota, and  
The Southwest Quarter (SW¼) of Section Sixteen (16), Township One Hundred Twelve (112) North, Range Fifty-Eight (58) West of the 5<sup>th</sup> P.M., in Kingsbury County, South Dakota, and  
The Northeast Quarter (NE¼) of Section Seventeen (17), Township One Hundred Twelve (112) North, Range Fifty-Eight (58) 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.*

ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

# 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**

*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 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.

*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.*

**ORT Form 4757 B II**

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

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 Right of Way Easement granted to Kingbrook Rural Water System, Inc., filed September 19, 2002 at 9:55 AM and recorded in Book 40 of Misc., on page 836, which covers SE¼ of 8-112-58.
18. Subject to the interests, if any, of the spouses of Linda Meier, married person, Kenneth Raabe, a married person, Dean Raabe, a married person, and Duane Raabe, a married person, per Warranty Deed filed January 02, 2013 at 3 PM and recorded in Book 112 of Deeds, on page 939, as document #035622 in which the homestead rights were not released
19. For Parcel DOE# 4671, 2023 Real Estate Taxes due and payable in 2024 in the amount \$2802.86 are paid in full. For Parcel DOE# 4704, 2023 Real Estate Taxes due and payable in 2024 in the amount \$1433.66 are paid in full. For Parcel DOE# 4706, 2023 Real Estate Taxes due and payable in 2024 in the amount \$1821.16 are paid in full.

*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.*

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

10/24/2024

Parcel Information for Bill #: 2024- 1 - 5595

Record #: 4671

TAXPAYER: RAABE FARMS LLC  
 % DUANE RABBE  
 PO BOX 966  
 BRITTON SD 57430-

Prop Addr: 41962 198TH ST BANCROFT

Title:

Legal: LE SUEUR TOWNSHIP  
 SE 8-112-58

8 - 112 - 58 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,401.43	.00	.00	.00	03/06/2024	799
2nd Half:	1,401.43	.00		.00	03/06/2024	799
<b>Totals:</b>	<b>2,802.86</b>			<b>.00</b>		
				***** Interest ***** Thru: 10/24/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	323657	0	0	0	0	0
Total Tax:	2802.86	.00	.00	.00	.00	.00

1st half paid by: RAABE FARMS LLC BY DUANE RAABE IN OFFICE  
 2nd half paid by: RAABE FARMS LLC BY DUANE RAABE IN OFFICE

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

10/24/2024

Parcel Information for Bill #: 2024- 1 - 5596

Record #: 4704

TAXPAYER: RAABE FARMS LLC  
 % DUANE RAABE  
 PO BOX 966  
 BRITTON SD 57430-

Prop Addr: STR 16-112-58

Title:

Legal: LE SUEUR TOWNSHIP  
 SW 16-112-58

16 - 112 - 58 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	716.83	.00	.00	.00	03/06/2024	800
2nd Half:	716.83	.00		.00	03/06/2024	800
Totals:	1,433.66			.00		
				***** Interest ***** Thru: 10/24/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	165550	0	0	0	0	0
Total Tax:	1433.66	.00	.00	.00	.00	.00

1st half paid by: RAABE FARMS LLC BY DUANE RAABE IN OFFICE  
 2nd half paid by: RAABE FARMS LLC BY DUANE RAABE IN OFFICE

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

10/24/2024

Parcel Information for Bill #: 2024- 1 - 5597

Record #: 4706

TAXPAYER: RAABE FARMS LLC  
 % DUANE RAABE  
 PO BOX 966  
 BRITTON SD 57430-

Prop Addr: STR 17-112-58

Title:

Legal: LE SUEUR TOWNSHIP  
 NE 17-112-58

17 - 112 - 58 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	910.58	.00	.00	.00	03/06/2024	801
2nd Half:	910.58	.00		.00	03/06/2024	801
Totals:	<u>1,821.16</u>			<u>.00</u>		
				***** Interest ***** Thru: 10/24/2024		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	210295	0	0	0	0	0
Total Tax:	1821.16	.00	.00	.00	.00	.00

1st half paid by: RAABE FARMS LLC BY DUANE RAABE IN OFFICE  
 2nd half paid by: RAABE FARMS LLC BY DUANE RAABE IN OFFICE

035622

STATE OF SOUTH DAKOTA }  
Kingsbury County } ss

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



Filed for record the 2 day of  
January A.D., 2013 at 3 o'clock  
and 0 minutes P M. and recorded in  
Book 112 of deeds  
on page 939

FEE \$ 30.00  
RECORDED  
INDEXED  
COMP. ✓

Caryn J. Hogli  
Register of Deeds  
By \_\_\_\_\_  
Deputy

WARRANTY DEED

Linda Meier, a married person, of 111 N Elm Street, Egan, South Dakota 57024, Kenneth Raabe, a married person, of 06 Karst Dr, Hailey, Idaho 83333, Dean Raabe, a married person, of 16669 455<sup>th</sup> Avenue, Watertown, South Dakota 57201, and Duane Raabe, a married person, of 42428 Golfview Dr., Britton, South Dakota 57430, GRANTORS, as an absolute gift, Grants, Conveys and Warrants, to Raabe Farms, LLC, a South Dakota Limited Liability Company, of 42428 Golfview Drive, Britton, South Dakota 57430, GRANTEE, all of their interest in and to the following described real property, to-wit:

The Northeast Quarter (NE ¼) of Section Number Seventeen (17), the Southwest Quarter (SW ¼) of Section Number Sixteen (16), and the Southeast Quarter of Section Number Eight (8), all in Township Number One Hundred Twelve (112) North of Range Number Fifty-Eight (58) West of the 5<sup>th</sup> P.M., in Kingsbury County, South Dakota, subject to easements and reservations of record.

Dated this 19<sup>th</sup> day of December, 2012.

EXEMPT FROM TRANSFER FEE  
PURSUANT TO SDCL 43-4-22 (18)

**EXEMPT FROM  
TRANSFER FEE**

Linda Meier  
Linda Meier

Kenneth Raabe  
Kenneth Raabe

Dean Raabe  
Dean Raabe

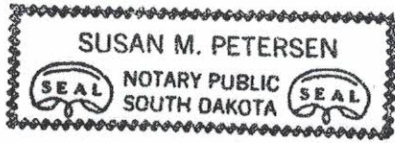
Duane Raabe  
Duane Raabe

STATE OF SOUTH DAKOTA )  
 ) :SS  
COUNTY OF Moody )

On this the 21<sup>st</sup> day of December, 2012, before me the undersigned officer, personally appeared Linda Meier, a married person, 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.

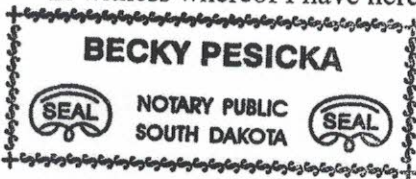


Susan M Petersen  
Notary Public, South Dakota  
My Commission Expires: 3/5/16

STATE OF ~~IDAHO~~ South Dakota  
:SS  
COUNTY OF Minnehaha

On this the 31<sup>st</sup> day of December, 2012, before me the undersigned officer, personally appeared **Kenneth Raabe**, a married person, known to me 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 have hereunto set my hand and official seal.



Becky Pesicka  
Notary Public, ~~Idaho~~ South Dakota  
My Commission Expires: 11-6-2018

STATE OF SOUTH DAKOTA )  
:SS  
COUNTY OF Codington )

On this the 31 day of December, 2012, before me the undersigned officer, personally appeared **Dean Raabe**, a married person, known to me 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 have hereunto set my hand and official seal.

[Signature]  
Notary Public, South Dakota  
My Commission Expires: 8-1-13

STATE OF SOUTH DAKOTA )  
:SS  
COUNTY OF )

On this the 19<sup>th</sup> day of December, 2012, before me the undersigned officer, personally appeared **Duane Raabe**, a married person, known to me 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 have hereunto set my hand and official seal.

[Signature]  
Notary Public, South Dakota  
My Commission Expires: 11/19/2015

Please Return This Form

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

GORDON RAABE and MAXINE RAABE 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 install and lay, and thereafter use, operate, inspect, repair, remove, maintain, 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:

112-58-8 SE qrt.

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. When paralleling an existing pipeline, insofar as possible the center line shall be fifteen (15) feet inside existing pipeline and shall be thirty (30) feet in width, fifteen (15) feet on either side of said center line of the pipeline as constructed.

The consideration herein above 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 5th day of June, 2002

(sign here) Gordon Raabe (SEAL)

(sign here) Maxine Raabe (SEAL)

STATE OF SOUTH DAKOTA )
County of Kingsbury )ss

On this the 6th day of Jan, 2002, before me Randy Jencks the undersigned officer, personally appeared Gordon & Maxine Raabe known to me or satisfactorily proven to be the person whose name subscribed to the within instrument and acknowledged that they execute the same for the purposes therein contained.

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

R. C. Jencks
Notary Public, State of South Dakota
My Commission Expires: Jun 26, 2004

Form Prepared By:
Glover, Helsper & Rasmussen, P.C.
Attorneys & Counselors at Law

021019



STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY
Filed for record the 19 day of Oct 2002 at 9:55 o'clock
A.M. in Book 40 of Misc. on page 836
By [Signature]
Register of Deeds

FEE \$20.00
RECORDED
INDEXED
COMP. ✓

