

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: 9414-2025

Property Address: N/A

Revision Number: N/A

SCHEDULE A COMMITMENT

1. Commitment Date: February 12, 2025 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:

Melvin E. and Peggy J. Johnson Family Trust U/D/T 8-14-2014,

and, as disclosed in the Public Records, has been since August 15, 2014 at 10:40 AM

5. The Land is described as follows:

The Southwest Quarter (SW¼) of Section Eight (8), Township One Hundred Twelve (112) North, Range Fifty-Five (55) 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 2025 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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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 Conveyance of Easement for Waterfowl Management Rights filed April 21, 1964 at 9 AM and recorded in Book 20 of Misc., on page 262, which covers W $\frac{1}{2}$ SW $\frac{1}{4}$ of 8-112-55.
18. Terms, conditions, duties and obligations of Vested Drainage Right Form filed June 5, 1992 at 8:15 AM and recorded in Book 34 of Misc., on page 80, which shows S $\frac{1}{2}$ of 8-112-55 as land from which water is drained.
19. 2024 Real Estate Taxes due and payable in 2025 in the amount \$2810.26. The 1st half due April 30, 2025 in the amount \$1405.13 is unpaid, and the 2nd half due October 31, 2025 in the amount \$1405.13 is unpaid. Parcel DOE# 4106

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

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

02/12/2025

Parcel Information for Bill #: 2025- 1 -3415

Record #: 4106

TAXPAYER: MELVIN E & PEGGY J JOHNSON FAMILY TRUST
 4400 E SCRANTON ST
 SIOUX FALLS SD 57103

Prop Addr: STR 8-112-55

Title:

Legal: HARTLAND TOWNSHIP
 SW 8-112-55

8 - 112 - 55 0 - 0

School: 38-2

Acres / Lots: 160.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,405.13	.00	.00	1,405.13		0
2nd Half:	1,405.13	.00		1,405.13		0
Totals:	2,810.26			2,810.26		
				***** Interest ***** Thru: 02/12/2025		

Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	324586	0	0	0	0	0
Total Tax:	2810.26	.00	.00	.00	.00	.00

1st half paid by:
 2nd half paid by:



This instrument Drafted by
Wilkinson & Wilkinson Law Firm
103 Joliet Ave., P.O. Box 29
De Smet, South Dakota 57231-0029
Tele. (605) 854-3378

C. FEE \$ 30.⁰⁰
RECORDED
INDEXED
COMP.



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 8/15/2014 at 10:40 AM
and Recorded in Book 114 of Deeds
on Page 195. Document # 37690

Recording Fee: \$30.00 Page:1 of 2
Transfer Fee: \$0.00

Caryn J. Hojer
By Brian Tard Register of Deeds Deputy

WARRANTY DEED

MELVIN E. JOHNSON and PEGGY J. JOHNSON, husband and wife, of 110 3rd St SE Apt #6, De Smet, Kingsbury County, South Dakota 57231, **GRANTORS**, for no money consideration, **Grants, Conveys and Warrants** to the **MELVIN E. AND PEGGY J. JOHNSON FAMILY TRUST U/D/T 8-14-2014**, of 110 3rd St SE Apt #6, De Smet, Kingsbury County, South Dakota 57231, **GRANTEES**, the following described real estate in the County of Kingsbury, in the State of South Dakota:

The Southwest Quarter (SW ¼) of Section Eight (8), Township One Hundred Twelve (112), Range Fifty Five (55), in Kingsbury County, South Dakota;

The Southeast Quarter (SE ¼) of Section Seven (7), Township One Hundred Twelve (112), Range Fifty Five (55), in Kingsbury County, South Dakota;

The South Half of the Northeast Quarter (S ½ NE ¼) and the South Half of the Southeast Quarter (S ½ SE ¼) of Section Sixteen (16), Township One Hundred Twelve (112), Range Fifty Five (55), Kingsbury County, South Dakota;

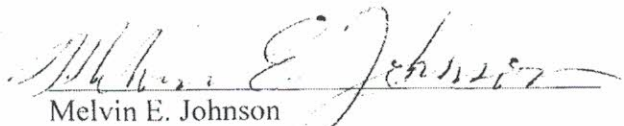
The Southeast Quarter (SE ¼) of Section Seventeen (17), except the South 557 feet of the West 606 Feet of the East 1145 Feet of the Southeast Quarter (SE ¼), Township One Hundred Twelve (112), Range Fifty Five (55), Kingsbury County, South Dakota.

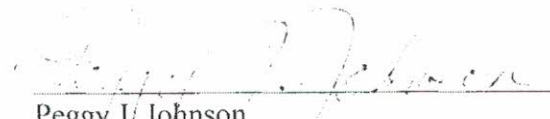
All subject to easements and reservations of record.

Dated this 14th day of August, 2014.

Exempt from Transfer Fee
Pursuant to SDCL 43-4-22 (18)

**EXEMPT FROM
TRANSFER FEE**



Melvin E. Johnson


Peggy J. Johnson

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF KINGSBURY)

On this the 14th day of August, 2014, before me, Todd D. Wilkinson, the undersigned officer, personally appeared **Melvin E. Johnson** and **Peggy J. Johnson**, husband and wife, known to me and 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 have hereunto set my hand and official seal.


Notary Public, South Dakota
My Commission Expires: 5-15-2018.

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE (14X)
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Henry M. Wiedenman and Ethel E. Wiedenman, his wife, of De Smet, 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. 7184 (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 four hundred Dollars (\$400.00), 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 112N., R. 55 W., 5th P.M., Kingsbury County, South Dakota
section 8, W 1/2 SW 1/4

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

The parties of the first part, for themselves and for 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 or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above - described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above - described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. 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, 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. Existing drainage facilities are shown on a map in the files of both parties.

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 Henry M. Wiedenman at De Smet, South Dakota and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. The vendors agree that they will not maintain drainage ditches located in any part of the above described land.

4. 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.

5. Payment of the consideration will be made by Disbursing Officers 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 invested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 13th day of

November, 1963.

Contract No. 14-16-0003-7078

HENRY M. WIEDENMAN (L.S.)
Henry M. Wiedenman
ETHEL E. WIEDENMAN (L.S.)
Ethel E. Wiedenman

ALAN C. BONSACK (L.S.)
Alan C. Bonsack (Witness)
ALAN C. BONSACK (L.S.)

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA,
County of Beadle ss.

On this 13th day of November, in the year 1963, before me personally appeared Henry M. Wiedenman and Ethel E. Wiedenman, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they had executed the same as their free act and deed.

ALAN C. BONSACK
Alan C. Bonsack
Notary Public
(Official Title)

(SEAL) ;

My commission expires August 22, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this 13 day of Feb., 1964, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D (1).

THE UNITED STATES OF AMERICA

By W. P. SCHAEFER

(Title) ACTING REGIONAL DIRECTOR
Bureau of Sport Fisheries and Wildlife.

STATE OF SOUTH DAKOTA KINGSBURY COUNTY ss.
Filed for record the 21 day of April A.D., 1964 at 9 o'clock and - minutes AM., and recorded in Book 20 of Misc. on page 262. DONALD D. MENZEL

1. Claimant of Vested Drainage Right:

Name Johnson Melvin Eugene
(Last) (First) (Middle)
Hartland Township
Address R.R. 1 Box 9
City Erwin State So. Dak. Zip Code 57233

Co-Owner or Other Interest Owner:

Name Johnson Peggy Jane
Address R.R. 1 Box 9
City Erwin State So. Dak. Zip Code 57233

2. A. State the legal description of the land from which the water is drained:

S 3 of Sec. 8, Twp 112 Rg. 55 in the County of Kingsbury

B. State the legal description of the land onto which the water is drained:

SE 1/4 of Sec. 7, Twp 112 Rg. 55 in the County of Kingsbury

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right:

_____ of Sec. _____, Twp _____ Rg. _____ in the County of _____

3. The man made modifications consist of ditches (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc.(i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/SCS map.

See arrows on attached map.

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

Major ditches "A" created in the 1950's to drain land west to Plum Lake. Arrows "B" are minor to show natural water flow courses

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

- A. Same as section 4; or
- B. _____

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

Water runs through farm toward Plum Lake from large drainage east and south. All ditches are long standing history prior to this date

7. The claimed drainage right has existed since:

- A. _____/_____/_____; or
- B. Unknown

Dated this 1st day of June, 1992.

Melvin E. Johnson Peggy J. Johnson
Signatures of claimants

State of S.D.)
County of Kingsbury) SS

On this 1 day of June, 1992 before me La Donna Williams, the undersigned officer, personally appeared Melvin E. & Peggy J. Johnson known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

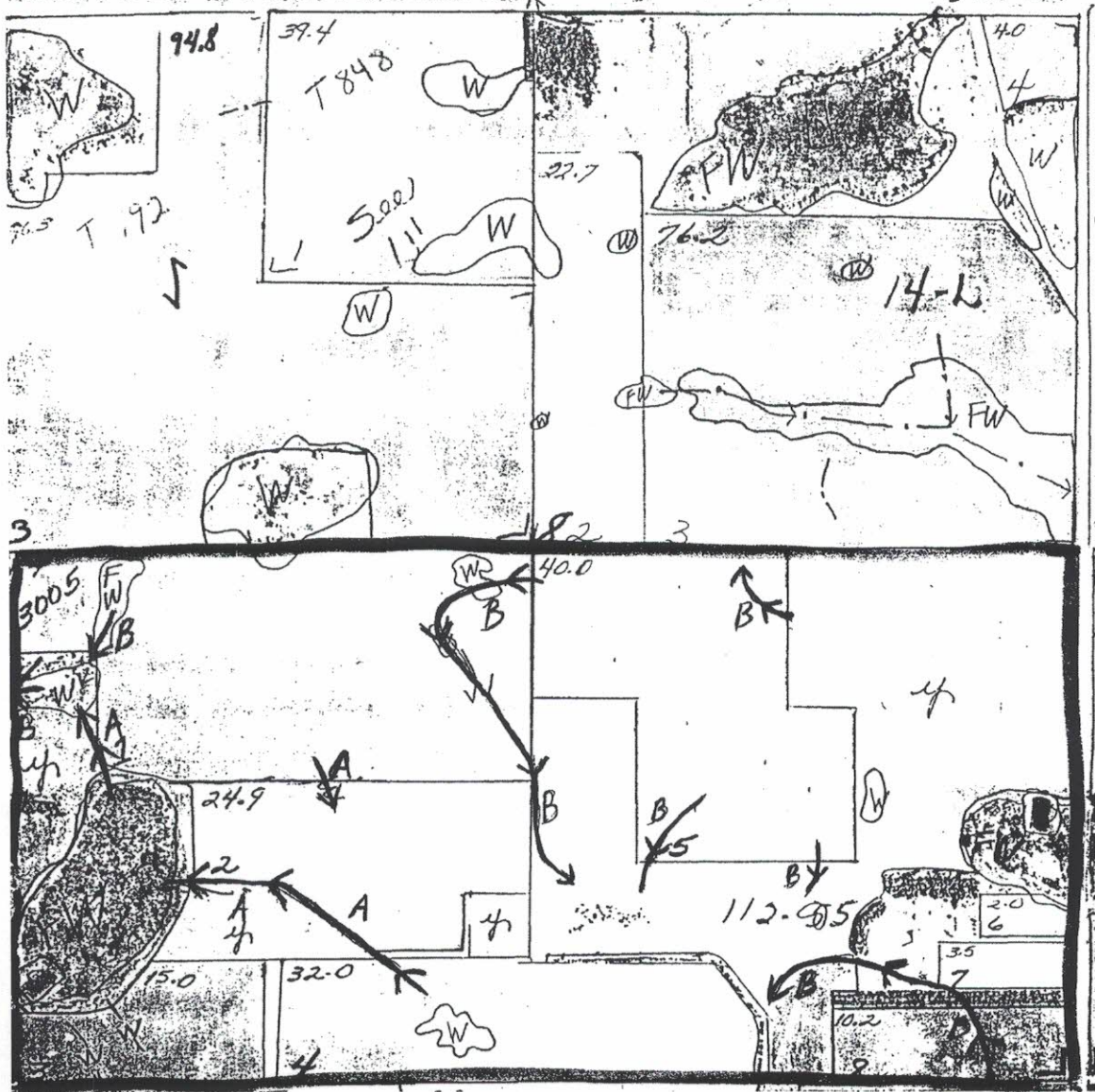
In witness whereof I hereunto set my hand and official seal.

La Donna Williams
Register of Deeds
Title of Officer

My commission expires NA

OFFICIAL WETLAND DETERMINATION
for Highlighted Tracts Only

(W) Wetland
(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
(--->---) Tilled prior to 12-23-85
(---W---) Wetlands in narrow channel



07387

STATE OF SOUTH DAKOTA } ss
Kingsbury County

Filed for record the 5 day of
June A.D., 1992 at 8 o'clock
and 15 minutes P.M., and recorded
in Book 34 of Miss
on page 80

Jalonne Williams
Register of Deeds

By _____
Deputy

FEE \$ 5.00
RECORDED
INDEXED
GRANTOR
GRANTEE