FILE NUMBER 9853-2026

Issuing Agent: Mark Purintun
Issuing Office: Purintun Abstract & Title, LLC
Issuing Office's ALTA® Registry ID: 1057941
Loan ID Number:
Commitment Number: 9853-2026
Property Address: N/A

SCHEDULE A

COMMITMENT

1. Commitment Date: September 22, 2026 at 7:00 AM
2. Policy to be issued: **TBD**
   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:

   Burton G. Melstad, Trustee, or his successor in Trust, under Burton G. Melstad Trust dated May 30, 2013 and, as disclosed in the Public Records, has been since 7/2/2013 at 2:40 PM
5. The Land is described as follows:

The Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section Thirty-Three (33), Township One Hundred Eleven (111) North, Range Fifty-Three (53) West of the 5th P.M., in Kingsbury County, South Dakota

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.

TO BE DETERMINED

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 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 right, title or interest claimed by any lessee or tenant, or by any assignee(s) of the same, in any portion of the subject property by virtue or an unrecorded lease, agreement or memorandum thereof, including, but not limited to, any option to renew, option to purchase, and restriction against another business of the same nature.

13. Real Estate Taxes and Special Assessments, if any, for the year 2026 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.
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 obligation of Transmission Line Right Of Way Easement granted to East River Electric Power Cooperative, Inc. filed 8/7/2025 at 3:28 PM and recorded in Book 57 of Misc., on page 961.
18. Terms, conditions, duties and obligation of Vested Drainage Right Registration Form filed January 27, 1992 at 11:45 AM and recorded in Book 33 of Misc., on page 347, which shows SW1/4SE1/4-33-111-53 as land unto which water is drained.
19. 2025 Real Estate Taxes due and payable in 2026 in the amount of $872.16, are paid in full. DOE# 2630

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

09/22/2026

Parcel Information for Bill #: 2026— 1 —4442

Record #: 2630

TAXPAYER: BURTON G MELSTAD TRUST
14060 GRANDVIEW PL NW
BANKS OR 97106

Prop Addr: STR 33-111-53

Title:

Legal: DENVER TOWNSHIP
SWSE 33-111-53

33 - 111 - 53 0 - 0

School: 38-1

Acres / Lots: 40.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	436.08	.00	.00	.00	04/09/2026	1819
2nd Half:	436.08	.00		.00	04/09/2026	1819
Totals:	872.16			.00		

******* Interest *******
Thru: 09/22/2026

	AG	NA-Z	OO	M-OO	NA	M
Total Valuation:	107421	0	0	0	0	0
Total Tax:	872.16	.00	.00	.00	.00	.00

1st half paid by: BURTON MELSTAD TRUST - VIA PHONE
2nd half paid by: BURTON MELSTAD TRUST - VIA PHONE

Prepared by:
Gregg A. Gass
Attorney at Law
PO Box 357
Arlington, SD 57212
(605) 983-5891

REGISTER OF DEEDS OF KINGSBURY COUNTY SOUTH DAKOTA

P FEE $ 30.00
RECORDED
INDEXED
COMP.

STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 7/2/2013 at 2:40 PM
and Recorded in Book 113 of Deeds
on Page 324. Document # 36232
Recording Fee: $30.00
Transfer Fee: $0.00
Caryn J. Hojer
Register of Deeds
By Bri C Tam Deputy

WARRANTY DEED

Burton G. Melstad, a single person, of 14060 NW Grandview Place, Banks, Oregon, 97106, GRANTOR, for and in consideration of an exchange of property and other valuable consideration, GRANTS, CONVEYS and WARRANTS to ***Burton G. Melstad,*** *Trustee, or his successor in Trust, under Burton G. Melstad Trust dated May 30, 2013, and any amendments thereto,* GRANTEE of 1460 NW Grandview Place, Banks, Oregon, 97106, the following described real estate in the County of Kingsbury, in the State of South Dakota:

The Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section Thirty-three (33) Township One Hundred Eleven (111) North of Range Fifty-three (53), West of the 5th P.M., in Kingsbury County, South Dakota

Subject to any easements, exceptions, reservations or restrictions of record and public road right-of-way.

Dated this 27th day of June, 2013. (Exempt from transfer fee (SDCL 43-4-22 - 15))

Burton G. Melstad

STATE OF OREGON)
) ss
COUNTY OF Washington)

EXEMPT FROM TRANSFER FEE

On this 27th day of June, 2013, before me, the undersigned officer, personally appeared Burton G. Melstad, 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 have hereto set my hand and official seal.

Sally Ringholm
Notary Public for Oregon
My commission expires: October 7, 2013

(SEAL)

OFFICIAL SEAL
SALLY RINGHOLM
NOTARY PUBLIC-OREGON
COMMISSION NO. 442838
MY COMMISSION EXPIRES OCTOBER 7, 2013

STATE OF SOUTH DAKOTA } SS
Kingsbury County
Filed for Record on 8/7/2025 at 3:28 PM
and Recorded in Book 57 of Misc
on Page 961. Document # 51973
Recording Fee: $30.00 Page:1 of 2
Transfer Fee:$0.00
Caryn J. Hojer
Register of Deeds
By Bri C. Tand Deputy

REGISTER OF DEEDS OF KINGSBURY COUNTY SOUTH DAKOTA

FEE $30.00
RECORDED
INDEXED
COMP.

This Instrument was Drafted by:
East River Electric Power Cooperative, Inc.
211 South Harth Avenue, Madison, SD 57042
605-256-4536

TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned **Burton G. Melstad Trust dated May 30, 2013,** Grantor(s), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto East River Electric Power Cooperative, Inc., 211 South Harth Avenue, Madison, South Dakota 57042, Grantee, a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns a perpetual easement with the right of ingress and egress to the **Easement Area**, over the property described as:

The Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Thirty-three (33) Township One Hundred Eleven (111) North of Range Fifty-three (53), West of the 5th P.M., in Kingsbury County, South Dakota.

to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within thirty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, municipal corporation, association or corporation for electrification, telephone or other telecommunication applications within the **Easement Area** described as:

The South Thirty Feet (S30') of said property excluding road right of way.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative or its assigns, removable at the option of the Cooperative.

 Ease No. _____

The Cooperative agrees to administer payment to the undersigned for the privileges herein granted, prior to the construction of said line or system, the sum of:

One Thousand Five Hundred and 00/100 Dollars ($1500.00)

The Cooperative further agrees to reimburse the undersigned or their tenants for any losses of stock or damage to crops or property caused by the construction, reconstruction, repair, operation or maintenance of the transmission line on the above described lands.

The undersigned covenant that he/she is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 8 day of April, in the year 20 25.

Burton G. Melstad Trust dated May 30, 2013

Burton G. Melstad

Burton G. Melstad, Trustee

State of Oregon)
ss
County of Washington)

On this 8th day of April, 20 25, before me personally appeared Burton G. Melstad, who acknowledged himself/herself to be the *Trustee* of Burton G. Melstad Trust dated May 30, 2013 and that he/she, as such *Trustee*, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Burton G. Melstad Trust dated May 30, 2013 by himself/herself as *Trustee*.

(SEAL)

OFFICIAL STAMP
ALEN RAMIREZ
NOTARY PUBLIC - OREGON
COMMISSION NO. 1046458
MY COMMISSION EXPIRES MARCH 18, 2028

Notary Public
My commission expires: 03/18/2028

APPENDIX B
VESTED DRAINAGE RIGHT
REGISTRATION FORM

1. Claimant of Vested Drainage Right:
   Name Lund (Last) Gary (First) L (Middle Initial)
   Political Subdivision or Company Name (if applicable)
   Address RR 2 Box 8
   City Arlington State So. Dak. Zip Code 57212
   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):
   NW ¼ of the SE ¼ of Sec. 33, Twp. 111, Rg. 53, in the County of Kingsbury
   B. State the legal description of the land onto which the water is drained (servient estate):
   SW ¼ of the SE ¼ of Sec. 33, Twp. 111, Rg. 53, in the County of
   C. State the legal description of the land for which the drainage right is claimed, if different than A, above (prescriptive right):
   ____ ¼ of the ____ ¼ 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):
   190 ft long, 3 ft deep, 24 ft wide

4. The claimed drainage right has existed since:
   A. ____ (Month) / ____ (Day) / 1965 (Year); or
   B. ____ Unknown

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

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:

Dated this 24 day of Febuary, 1991

Gary Lund

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Kingsbury)

On this 24 day of Feb., 1991, before me LaVonne Williams, the undersigned officer, personally appeared Gary Lund, known to me or satisfactorily proven to be the person whose name ____ 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.

LaVonne Williams
Notary Public
Title of Officer

My commission expires 4-8-1995

#6736

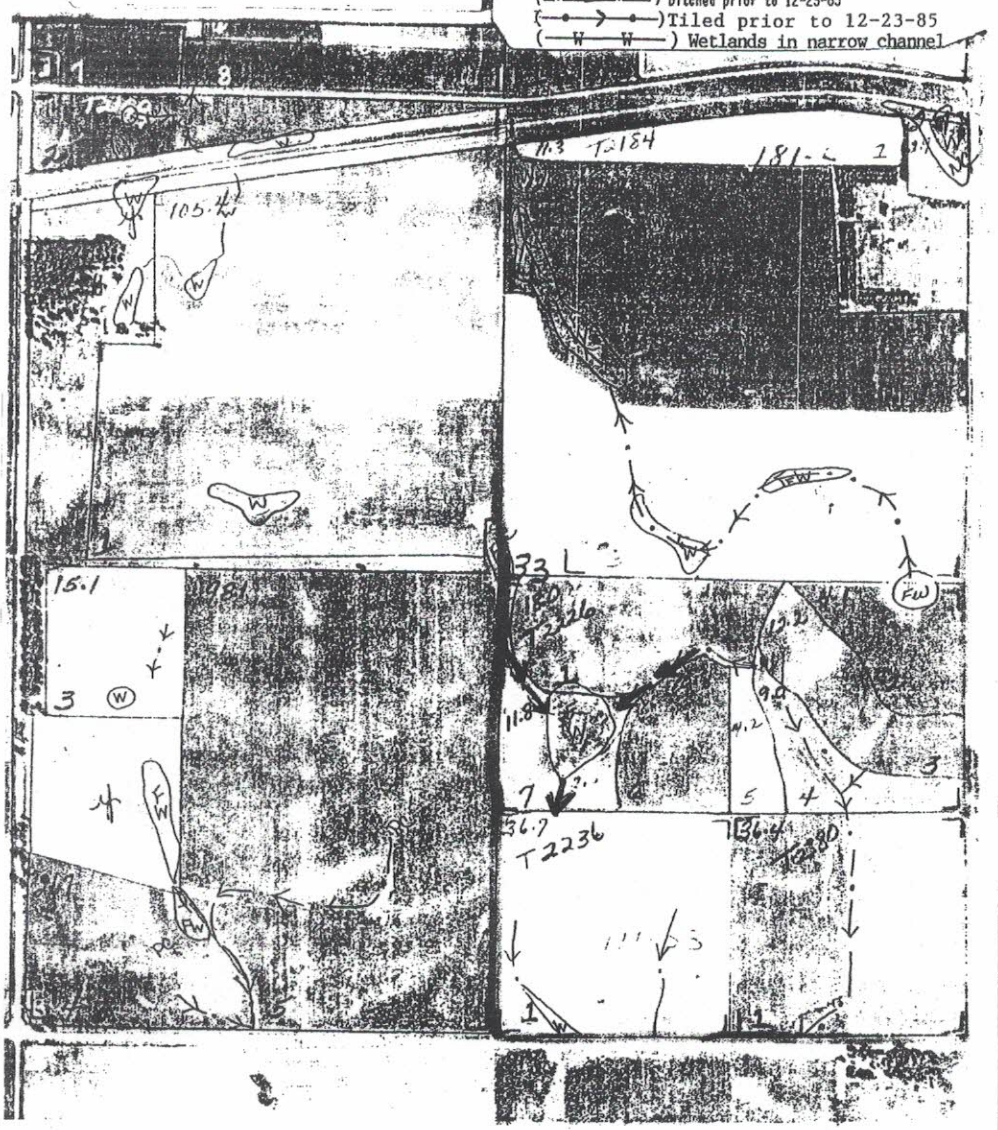
347

OFFICIAL WETLAND DETERMINATION
FOR HIGHLIGHTED TRACTS ONLY

SYMBOL KEY

348

(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



06736

STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY
Filed for record the 27 day of Jan, 1992 at 11 o'clock A.M. in Book 33 of Misc on page 347.
La Donne Williams By
Register of Deeds Deputy

FEE $ 5.00
RECORDED
INDEXED
GRANTOR
GRANTEE