



COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent: Titles of Dakota
Issuing Office: Aberdeen, SD
ALTA® Universal ID: 0002651
Loan ID No.:
Commitment No.: 81173-TI
Issuing Office File No.: 81173-TI
Property Address: N/A

SCHEDULE A

1. Commitment Date: October 13, 2021 at 05:00 PM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$5,000.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$5,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Bonnie Jean Herseth Revocable Living Trust dated August 27, 1999 as amended
5. The Land is described as follows:

The Southeast Quarter, Northwest Quarter and the Northeast Quarter of Section 21, Township 127 North, Range 61 West of the 5th P.M., Brown County, South Dakota

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SCHEDULE A

(Continued)



Mica Mortenson
Title Examiner
4400 Main St
Selby, SD 57472
605-649-7772

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

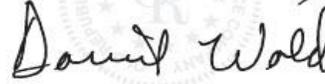
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

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SCHEDULE B, PART I 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. A properly executed Deed from RLH Fiduciary LLC, by R. Lamar Harner, principal, Trustee of the Bonnie Jean Herseth Revocable Living Trust dated August 27, 1999 as amended, to .
6. A properly executed mortgage from , and spouse if married, to .
7. Procure and record a properly executed Certificate of Trust in accordance with SDLRC 55-4-51.3 regarding Bonnie Jean Herseth Revocable Living Trust dated August 27, 1999 as amended.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount value of the property as collateral. Proposed Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. The proposed insured has not been submitted at this time to our company, and is subject to approval by the company. NOTE: This should not be used for sale or mortgage purposes on said premises, as further requirements may be requested.

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SCHEDULE B

(Continued)

10. Please be advised that the Tax Reform Act of 1986 requires that the following information be provided at closing:
- a) Seller's Tax Identification Number or Social Security Number.
 - b) Seller's full address after the closing.

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SCHEDULE B

(Continued)

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Subject to any taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
8. Real Estate Taxes for the year 2020, payable in 2021, in the amount of \$1,058.79, are paid in full. Parcel ID #052112761SE0000. Parcel Key #796.

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SCHEDULE B

(Continued)

9. Real Estate Taxes for the year 2020, payable in 2021, in the amount of \$1,252.36, are paid in full. Parcel ID #052112761NW0000. Parcel Key #795.
10. Real Estate Taxes for the year 2020, payable in 2021, in the amount of \$1,161.08, are paid in full. Parcel ID #052112761NE0000. Parcel Key #794.
11. RESERVATIONS as contained in that certain Patent, dated September 18, 1886, executed by the United States to Robert W. Hopkins; covering SE 1/4 21-127-61; filed for record on September 15, 1887 at 1:45 P.M. in Book 23, Page 27 records of said county as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and to remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law."
12. RESERVATIONS as contained in that certain Patent, dated April 30, 1887, executed by the United States to James Holborn; covering NW 1/4 21-127-61; filed for record on November 29, 1887 at 12:00 P.M. in Book 23, Page 146 records of said county as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and to remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law."
13. RESERVATIONS as contained in that certain Patent, dated April 21, 1887, executed by the United States to John F. Kline; covering NE 1/4 21-127-61; filed for record on April 7, 1909 at 1:30 P.M. in Book 64, Page 472 records of said county as follows: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and to remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law."
14. RESERVATIONS contained in that certain Deed, dated Apr. 11, 1949, executed by The Union Central Life Insurance Company to Lee Herseth and Florence Herseth, husband and wife; covering the NW1/4 of 21-127-61; filed for record Apr. 19, 1949 at 8:00 A.M. in Book 141, Page 324 records of said county as follows: "Saving, excepting and reserving, however, unto The Union Central Life Insurance Company, its successors and assigns, from all the above described lands, an undivided one-half of the oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property and also the right to drill for, produce and use water from the said real property in connection with drilling or mining operations thereon."

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SCHEDULE B

(Continued)

15. INSTRUMENT DESCRIBING SEVERED MINERAL INTEREST executed by the Union Central Life Insurance Company to the public, covering premises insured herein and other property; filed for record Apr. 4, 1979 at 12:37 P.M. in Book 83 MR, Page 67 records of said county as follows: "Ruth Beressenbruegge, Treasurer of The Union Central Life Insurance Company, acting for the Union Central which is the owner of record of, and hereby claims an interest in those severed mineral interests described in Attached Exhibit A (all are 1/2 mineral interest); Does on behalf of the Union Central by this declaration continue to claim ownership of said severed mineral interests pursuant to SDCL (1967) 43-30-8.1."
16. CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS, dated Jan. 17, 2001 executed by Florence B. Herseith, Trustee of the Herseith Revocable Living Trust, Parties of the first part to United States of America, acting by and through the Secretary of the Interior or his authorized representative, Party of the second part; filed for record Aug. 1, 2001 at 3:39 P.M. in Book 129 MR, Page 23 records of said county as follows: "...a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of access thereto by authorized representatives of the United States..NE1/4,MW1/4,SE1/4 21-127-61 referred to as Parcel I, and Gov't Lts 1&2, S1/2 NE1/4 4-128-60, also referred to as Parcel II..." (Refer to document of record for details)
17. UNITED STATES DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION as created and recorded in Book 129 MR, Page 25 records of said county.
18. Statutory easement for highway along the section line bounding the land herein described.
19. Rights of tenants in possession under the terms of unrecorded leases.
20. Subject to any setback lines and utility easements that may exist.

END OF SCHEDULE B

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