

# SPINK COUNTY ABSTRACT & TITLE INSURANCE, INC.

502 North Main Street  
Redfield, South Dakota 57469

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## TITLE COMMITMENT TRANSMITTAL

DATE: March 2, 2020

TO: Thorpe Realty & Auction, Inc.  
1002 S Lawson St.  
Aberdeen, SD 57401

ATTN: Peggy Thorpe

RE: **20-22 (2020-56)**  
**Dawson / Auction**

FROM: Gena Masat

### MESSAGE:

This is the title commitment you requested covering:

**Lots Fourteen (14), Fifteen (15) and Sixteen (16), Parrish's Subdivision of Lot Twenty-eight (28) of Parrish's First Addition to Parrish Beach, Cottonwood Lake, Spink County, South Dakota**

Also enclosed is our billing for title insurance.

The Gram-Leach-Bliley Act Privacy Policy Notice attached should be given to the buyer and seller on or before the day of the closing.

Please call if you have any questions or if we can be of further assistance.

## Schedule A

File: **20-22 (2020-56)**

1. Commitment Date: **March 2, 2020 at 7:45 A.M.**

2. Policy to be issued:

a. 2006 ALTA Owner's Policy

Proposed Insured: **To Be Determined**

Proposed Policy Amount: \$                     

b. 2006 ALTA Loan Policy

Proposed Insured:                     

Proposed Policy Amount \$                     

c.            ALTA            Policy

Proposed Insured:                     

Proposed Policy Amount \$                     

3. The estate or interest in the Land described or referred to in the Commitment is **Fee Simple**.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**Scott Dawson and Kerry Dawson, husband and wife, as joint tenants**

5. The land is described as follows:

**Lots Fourteen (14), Fifteen (15) and Sixteen (16), Parrish's Subdivision of Lot Twenty-eight (28) of Parrish's First Addition to Parrish Beach, Cottonwood Lake, Spink County, South Dakota**

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Old Republic National Title Insurance Company

*Gena Masat*  
Authorized Signatory

File: 20-22 (2020-56)

**Schedule B-I**  
ALTA 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 in the land 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.**

***Record a Warranty Deed by Scott Dawson and Kerry Dawson to the buyer at auction.***

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**SCHEDULE B - II**  
ALTA COMMITMENT  
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 provision of any lease or easement identified in Schedule A, and will include the following Exception 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 - 1 Requirements are met.
2. 2019 Real Estate Taxes payable in 2020: due January 1, 2020 in the original amount of \$613.30 with the first installment (\$306.65) being delinquent May 1, 2020 and the second installment (\$306.65) being delinquent November 1, 2020. (DOE# 4250)

3. Reservations contained in the United States Patent recorded:

E ½ NE ¼ 17-116-65	March 1, 1893	Book 9, Page 539
W ½ NE ¼ 17-116-65	June 10, 1904	Book 52, Page 270

reciting as follows:

Subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purpose and right 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 proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

4. Statutory Easement for highways along section lines bounded or within the lands described herein.
5. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.
6. Encroachments, or questions of location, boundary, and area which are dependant upon a correct survey or inspection of the premises for determination. **(Please note: This exception will remain on the final policy unless a survey is provided.)**
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. **(Please note: This exception will remain of the final policy unless extended coverage is included on the final policy.)**

**Schedule B, Page 5 Continued**

**Old Republic National Title**

File: 20-22 (2020-56)

- 8. Rights of others to use that part of the land which lies within the bounds of Cottonwood Lake.
- 9. Any claim arising from the difference in the mean high water line of Cottonwood Lake and the meander line as shown be the Government survey.
- 10. Any adverse claims based upon the assertion that Cottonwood Lake has moved.
- 11. Statutory easement for highways along section lines bounded or within the lands described herein.
- 12. Agreement dated May 9, 1919, by Aug. Schmidt, et al addressed to the Department of Game and Fish, State of South Dakota, recorded in Book 97, Page 343 on January 7, 1922 at 2:00 P.M.

“We the undersigned owners of land under, adjoining and bordering upon that body of water in Spink County, South Dakota, known as “Cottonwood Lake”, being desirous that such lake be kept up to a level where it may be maintained for the purpose of fishing and boating, and that the same may be stocked with fish, do hereby respectfully request that a dame be constructed by your Department at the Outlet of said lake so as to raise the water thereof a distance of two (2) feet from its present level at such outlet, such expenses to be borne by your department in connection with Spink County, and in considering the same we do hereby agree to consent to the construction of such dame and that we will not hold the State or County liable for such of our land or any portion thereof, as may be flooded by reason of the aising of such waters, and hereby release any such damage caused hereby.”

(The foregoing agreement was first filed in the Office of the Spink County Register of Deeds on May 20, 1919 and recorded in Book 91, Page 355. Later additional signatures were secured and the Agreement was again filed on July 29, 1919 in Book 91, page 426; still later other signatures were added and the Agreement was again filed in Book 97, Page 343 above-noted on January 7, 1922.)

- 13. A perpetual easement for the purpose shown below and rights incidental thereto as set forth in the right-of-way easement to run with the land together with the right of ingress and egress:
  - Granted to: Mid-Dakota Rural Water System, Inc.
  - Purpose: Rural water system
  - Recorded: February 12, 2001 at 8:00 A.M.  
Book 515, Page 321
  - Covers: Lots 14, 15 and 16 of Parrish’s Subdivision of Lot 28 of Parrish’s First Addition to Parrish Beach on Cottonwood Lake

Easement shall be 30' in width, the center line of which is 15' on each side of the center line of the pipeline as constructed, and insofar as possible, the center line shall be 15' inside of the fence line, which fence line is the boundary of the property of the Grantors.

END OF SCHEDULE B

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND  
SPINK COUNTY ABSTRACT & TITLE INSURANCE COMPANY, INC.  
PRIVACY POLICY NOTICE**

(Applies to land used for personal use/residential purposes only)

Title V of the Gram-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of the Old Republic National Title Insurance Company and Spink County Abstract & Title Insurance Company, Inc..

We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers or other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.