



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

AGENT'S FILE NUMBER

120317

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707.

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| SCHEDULE B-II – EXCEPTIONS | Insert |

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Agency Office

**FIRST AMERICAN TITLE COMPANY OF
SOUTH DAKOTA LLC**
801 Mt. Rushmore Road
Suite 100
Rapid City, SD 57701

Telephone: 605-348-4200 Fax: 605-341-6880

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I


or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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|  First American Title™ | Title Insurance Commitment |
| | ISSUED BY First American Title Insurance Company |
| Schedule A | COMMITMENT NUMBER 120317 |

File No. **120317**

1. Commitment Date: **August 17, 2015 at 7:30 am**

2. Policy (or Policies) to be issued:

POLICY AMOUNT

(a) ALTA Owner's Policy of Title Insurance (6-17-06) (STANDARD coverage)

\$ *tbd*

Proposed Insured: **To Be Determined**

(b) _____

\$

Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

**Wilder Corporation as to Lots 3, 4 and 5 and SE1/4NW1/4 (a/k/a NW1/4) Section 6, T22N, R27E;
AND
Maurice F. Wilder, a/k/a Maurice Wilder as to the balance of said lands.**

4. The land referred to in this Commitment is described as follows:

SEE EXHIBIT A attached for lands description.

FIRST AMERICAN TITLE COMPANY OF SOUTH DAKOTA LLC
801 Mt. Rushmore Road, Suite 100
Rapid City, SD 57701
605-348-4200 / 605-341-6880

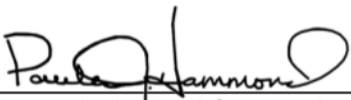
By: 
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

EXHIBIT A

Township 22 North of Range 26 East of the Black Hills Meridian, Corson County, South Dakota

Section 1: Lots 1, 2, 3 and 4; and S1/2N1/2.

Section 2: Lots 1, 2, 3 and 4; S1/2N1/2; and S1/2.

Section 3: Lots 1, 2, 3 and 4; S1/2N1/2; and S1/2.

Section 4: Lots 1 and 2; S1/2NE1/4; and SE1/4.

Section 10: NW1/4.

Section 11: NW1/4; and W1/2SW1/4.

Township 22 North of Range 27 East of the Black Hills Meridian, Corson County, South Dakota

Section 4: Lots 1, 2, 3 and 4; S1/2N1/2; SW1/4; and N1/2SE1/4.

Section 5: Lots 1, 2, 3 and 4; S1/2N1/2; and S1/2, EXCEPTING therefrom Lot H1 of SW1/4, as shown on the plat filed in Book 5 of Plats, Page 303 AND EXCEPTING therefrom Lot H1 of NW1/4, as shown on the plat filed in Book 5 of Plats, Page 305, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.

Section 6: Lots 1, 2, 3, 4 and 5; SE1/4NW1/4; S1/2NE1/4; and SE1/4, EXCEPTING therefrom Lot H1 of SE1/4, as shown on the plat filed in Book 5 of Plats, Page 302 AND EXCEPTING therefrom Lot H1 of NE1/4, as shown on the plat filed in Book 5 of Plats, Page 304, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.

Section 7: E1/2, EXCEPTING therefrom Lot H1 of SE1/4, as shown on the plat filed in Book 5 of Plats, Page 298 AND EXCEPTING therefrom Lot H1 of NE1/4, as shown on the plat filed in Book 5 of Plats, Page 300, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.

Township 23 North of Range 26 East of the Black Hills Meridian, Corson County, South Dakota

Section 21: Lots 1, 2, 3 and 4; and S1/2.

Section 22: Lots 1, 2, 3 and 4; SW1/4; and E1/2SE1/4.

Section 23: S1/2.

Section 25: S1/2.

Section 26: All.

Section 27: NE1/4.

Section 34: W1/2; and SE1/4.

Section 35: All.

Section 36: All, EXCEPTING therefrom a strip of land 66 feet wide in the SE1/4SW1/4, as conveyed to Corson County in deed recorded January 31, 1922, in Book 10 of Deeds, Page 373.

Township 23 North of Range 27 East of the Black Hills Meridian, Corson County, South Dakota

Section 19: Lots 5 and 6; E1/2SW1/4; and SE1/4, EXCEPTING therefrom Lot H1 of SE1/4, as shown on the plat filed in Book 5 of Plats, Page 313, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.

Section 23: S1/2.

Section 24: S1/2.

Section 25: N1/2.

Section 26: NE1/4; and S1/2, EXCEPTING therefrom a tract conveyed to Selfridge German Baptist Church by Special Warranty Deed recorded November 13, 1923, in Book 6 of Deeds, Page 43, and described as follows: Commencing at a point on the section line 5 ½ chains due south of the northwest corner stake of the SW1/4, thence 5 chains due south on the section line, thence 4 chains due east, thence 5 chains due north, thence 4 chains due west to starting point.

Section 27: All.

Section 28: All.

Section 29: NE1/4SE1/4; S1/2SE1/4; and W1/2, EXCEPTING therefrom Lot H1 of SW1/4 and Lot H1 of the NW1/4, as shown on the plats filed in in Book 5 of Plats, Pages 310 and 312, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.

Section 30: Lots 1, 2, 3 and 4 and E1/2W1/2, EXCEPTING therefrom Lot H-1 of SW1/4, as conveyed to Lincoln Township, Corson County by Warranty Deed recorded May 15, 1928, in Book 14 of Deeds, Page 218; and E1/2, EXCEPTING therefrom Lot H1 of SE1/4 and Lot H1 of NE1/4, as shown on the plats filed in Book 5 of Plats, Pages 309 and 311, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.

Section 31: Lots 1 and 2; E1/2NW1/4; and E1/2, EXCEPTING therefrom Lot H1 of SE1/4 and Lot H1 of NE1/4, as shown on the plats filed in Book 5 of Plats, Pages 306 and 308, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.

Section 32: E1/2; and SW1/4, EXCEPTING therefrom Lot H1 of SW1/4, as shown on the plat filed in Book 5 of Plats, Page 307, and as conveyed to South Dakota Department of Transportation by Warranty Deed recorded August 28, 2002, in Book 60 of Deeds, Pages 614-615.


Section 33: All.

Section 34: NW1/4.

Township 23 North of Range 28 East of the Black Hills Meridian, Corson County, South Dakota

Section 19: Lots 1, 2, 3, 4, 5 and 6; E1/2SW1/4; and SE1/4.

Section 20: Lots 1 and 2; and SW1/4.

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|  First American Title™ | Title Insurance Commitment |
| | ISSUED BY First American Title Insurance Company |
| Schedule BI | COMMITMENT NUMBER 120317 |

File No. **120317**


REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- b. Pay us the premiums, fees and charges for the Policy.
- c. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Provide us with Release(s) or Satisfaction(s) of the items on SCHEDULE B - Section II (Exceptions) which are not to appear on the policy.
- f. Provide us with property address(es).
- g. Provide us with the following, which must be approved and be satisfactory to this Company:
 1. Any off record leases, options or any other agreements affecting the land.
 2. Affidavit, Agreement and Lien Guaranty.
- h. Documents satisfactory to this Company creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded as follows:
 1. Record Affidavit of Possession pursuant to SDCL, Chapter 43-30, as amended.
This pertains to Lots 1, 2, 3 and 4 of Section 21 in Township 23 North of Range 26 East of the Black Hills Meridian, Corson County, South Dakota.
 2. Record Fee Patent for Lots 5 and 6 and the East Half of the Southwest Quarter (E1/2SW1/4) of section 19 in Township 23 North of Range 28 East of the Black Hills Meridian, Corson County, South Dakota.
NOTE: First American Title contacted the Bureau of Land Management and ordered a Certified Copy of said Patent to be delivered to this Company. This Company will secure the recording of said Patent with the Corson County Register of Deeds.
 3. To Be Determined & Agreed Upon by the Company

This Commitment specifically EXCLUDES the property referenced as Part of SW1/4, Maple Leaf (f/k/a Kukuk) and Railroad Right-of-Way in Section 27, T23N, R26E. This Company reserves the right to amend this Commitment upon receipt of a complete search and all documents relating to said SW1/4 of Section 27 and all other lands contained herein.

NOTE: All documents must state the name, address and phone number of preparer; a Certificate of Real Estate Value must accompany all deeds and contracts. Any instruments executed by a bank MUST have a corporate seal affixed. If a corporate seal is not affixed to instruments executed by other corporations, provide this Company with evidence that the officer(s) executing was authorized.


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|  First American Title™ | Title Insurance Commitment |
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| Schedule BII | COMMITMENT NUMBER 120317 |

File No. **120317**

EXCEPTIONS


Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the commitment but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage.
2. 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.
3. 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.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. 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.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
7. 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.
8. **2015** taxes and assessments, a lien, not yet due or payable.
9. 2014 real estate tax in the amount of \$685.72, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$342.86 - Paid.
2nd Half due October 31, 2015, in the amount of \$342.86 - Unpaid.
Parcel #022-26-001-001-00/Record #2082 as to Lots 1-4, S2N2 1-22-26.
10. 2014 real estate tax in the amount of \$1,449.82, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$724.91 - Paid.
2nd Half due October 31, 2015, in the amount of \$724.91 - Unpaid.
Parcel #022-26-002-001-00/Record #2084 as to Lots 1-4, S2N2 & S2 2-22-26.
11. 2014 real estate tax in the amount of \$1,378.46, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$689.23 - Paid.
2nd Half due October 31, 2015, in the amount of \$689.23 - Unpaid.
Parcel #022-26-003-001-00/Record #2085 as to Lots 1-4, S2N2 & S2 3-22-26.
12. 2014 real estate tax in the amount of \$479.00, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$239.50 - Paid.
2nd Half due October 31, 2015, in the amount of \$239.50 - Unpaid.
Parcel #022-26-004-001-00/Record #2086 as to Lots 1 & 2, S2NE4 & SE4 4-22-26.
13. 2014 real estate tax in the amount of \$411.50, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$205.75 - Paid.
2nd Half due October 31, 2015, in the amount of \$205.75 - Unpaid.
Parcel #022-26-010-002-000-00/Record #2100 as to NW4 10-22-26.

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| Schedule BII (Continued) | COMMITMENT NUMBER 120317 |


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14. 2014 real estate tax in the amount of \$530.06, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$265.03 - Paid.
2nd Half due October 31, 2015, in the amount of \$265.03 - Unpaid.
Parcel #022-26-011-002-000-00/Record #2101 as to NW4 & W2SW4 11-22-26.
15. 2014 real estate tax in the amount of \$1,553.26, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$776.63 - Paid.
2nd Half due October 31, 2015, in the amount of \$776.63 - Unpaid.
Parcel #022-27-004-001-001-00/Record #2153 as to Lots 1-4, S2N2, SW4 & N2SE4 4-22-27.
16. 2014 real estate tax in the amount of \$3,304.86, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$1,652.43 - Paid.
2nd Half due October 31, 2015, in the amount of \$1,652.43 - Unpaid.
Parcel #022-27-005-001-001-00/Record #2154 as to Lots 1-4, S2N2 & S2 less Hwy 5-22-27.
17. 2014 real estate tax in the amount of \$920.66, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$460.33 - Paid.
2nd Half due October 31, 2015, in the amount of \$460.33 - Unpaid.
Parcel #022-27-006-001-001-00/Record #2155 as to Lots 1 & 2, S2NE & SE4 less Hwy 6-22-27.
18. 2014 real estate tax in the amount of \$385.22, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$192.61 - Paid.
2nd Half due October 31, 2015, in the amount of \$192.61 - Unpaid.
Parcel #022-27-006-002-003-00/Record #2156 as to Lots 3, 4 and 5 & SE4NW4 6-22-27.
19. 2014 real estate tax in the amount of \$585.40, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$292.70 - Paid.
2nd Half due October 31, 2015, in the amount of \$292.70 - Unpaid.
Parcel #022-27-007-001-000-00/Record #2157 as to E2 less Hwy 7-22-27.
20. 2014 real estate tax in the amount of \$453.98, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$226.99 - Paid.
2nd Half due October 31, 2015, in the amount of \$226.99 - Unpaid.
Parcel #023-26-021-002-001-00/Record #2367 as to Lots 1-4 & SE4 21-23-26.
21. 2014 real estate tax in the amount of \$166.10, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$83.05 - Paid.
2nd Half due October 31, 2015, in the amount of \$83.05 - Unpaid.
Parcel #023-26-021-003-000-00/Record #2368 as to SW4 21-23-26.
22. 2014 real estate tax in the amount of \$865.42, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$432.71 - Paid.
2nd Half due October 31, 2015, in the amount of \$432.71 - Unpaid.
Parcel #023-26-022-002-001-00/Record #2369 as to Lots 1-4, SW4 & E2SE 22-23-26.
23. 2014 real estate tax in the amount of \$728.26, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$364.13 - Paid.
2nd Half due October 31, 2015, in the amount of \$364.13 - Unpaid.
Parcel #023-26-023-003-000-00/Record #2371 as to S2 23-23-26.

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| Schedule BII (Continued) | COMMITMENT NUMBER 120317 |


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24. 2014 real estate tax in the amount of \$850.28, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$425.14 - Paid.
2nd Half due October 31, 2015, in the amount of \$425.14 - Unpaid.
Parcel #023-26-025-003-000-00/Record #2374 as to S2 25-23-26.
25. 2014 real estate tax in the amount of \$1,650.86, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$825.43 - Paid.
2nd Half due October 31, 2015, in the amount of \$825.43 - Unpaid.
Parcel #023-26-026-001-000-00/Record #2375 as to All 26-23-26.
26. 2014 real estate tax in the amount of \$529.78, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$264.89 - Paid.
2nd Half due October 31, 2015, in the amount of \$264.89 - Unpaid.
Parcel #023-26-027-001-000-00/Record #2376 as to NE4, Part of SW4, Maple Leaf & RR ROW 27-23-26, which includes other lands not part of subject property.
27. 2014 real estate tax in the amount of \$491.04, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$245.52 - Paid.
2nd Half due October 31, 2015, in the amount of \$245.52 - Unpaid.
Parcel #023-26-034-002-000-00/Record #2385 as to W2 34-23-26.
28. 2014 real estate tax in the amount of \$311.90, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$155.95 - Paid.
2nd Half due October 31, 2015, in the amount of \$155.95 - Unpaid.
Parcel #023-26-034-004-000-00/Record #2386 as to SE4 34-23-26.
29. 2014 real estate tax in the amount of \$1,584.46, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$792.23 - Paid.
2nd Half due October 31, 2015, in the amount of \$792.23 - Unpaid.
Parcel #023-26-035-001-000-00/Record #2387 as to All 35-23-26.
30. 2014 real estate tax in the amount of \$1,089.62, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$544.81 - Paid.
2nd Half due October 31, 2015, in the amount of \$544.81 - Unpaid.
Parcel #023-26-036-002-000-00/Record #2389 s to NW & S2 36-23-26.
31. 2014 real estate tax in the amount of \$260.34, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$130.17 - Paid.
2nd Half due October 31, 2015, in the amount of \$130.17 - Unpaid.
Parcel #023-26-036-001-000-00/Record #2388 as to NE 36-23-26.
32. 2014 real estate tax in the amount of \$832.30, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$416.15 - Paid.
2nd Half due October 31, 2015, in the amount of \$416.15 - Unpaid.
Parcel #023-27-019-003-005-00/Record #2391 as to Lots 5 & 6, E2SW4 & SE4 less Hwy 19-23-27.

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33. 2014 real estate tax in the amount of \$1,447.18, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$732.59 - Paid.
2nd Half due October 31, 2015, in the amount of \$723.59 - Unpaid.
Parcel #023-27-023-003-000-00/Record #2397 as to S2 23-23-27.
34. 2014 real estate tax in the amount of \$642.34, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$321.17 - Paid.
2nd Half due October 31, 2015, in the amount of \$321.17 - Unpaid.
Parcel #023-27-024-003-000-00/Record #2398 as to SW 24-23-27.
35. 2014 real estate tax in the amount of \$477.14, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$238.57 - Paid.
2nd Half due October 31, 2015, in the amount of \$238.57 - Unpaid.
Parcel #023-27-024-004-000-00/Record #2399 as to SE 24-23-27.
36. 2014 real estate tax in the amount of \$875.42, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$437.71 - Paid.
2nd Half due October 31, 2015, in the amount of \$437.71 - Unpaid.
Parcel #023-27-025-001-000-00/Record #2400 as to N2 25-23-27.
37. 2014 real estate tax in the amount of \$1,058.32, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$529.16 - Paid.
2nd Half due October 31, 2015, in the amount of \$529.16 - Unpaid.
Parcel #023-27-026-001-000-00/Record #2402 as to NE4 & S2 26-23-27.
38. 2014 real estate tax in the amount of \$1,789.38, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$894.69 - Paid.
2nd Half due October 31, 2015, in the amount of \$894.69 - Unpaid.
Parcel #023-27-027-001-000-00/Record #2403 as to All 27-23-27.
39. 2014 real estate tax in the amount of \$573.62, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$286.81 - Paid.
2nd Half due October 31, 2015, in the amount of \$286.81 - Unpaid.
Parcel #023-27-028-001-000-00/Record #2404 as to E2 28-23-27.
40. 2014 real estate tax in the amount of \$692.62, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$346.31 - Paid.
2nd Half due October 31, 2015, in the amount of \$346.31 - Unpaid.
Parcel #023-27-028-002-000-00/Record #2405 as to W2 28-23-27.
41. 2014 real estate tax in the amount of \$761.22, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$380.61 - Paid.
2nd Half due October 31, 2015, in the amount of \$380.61 - Unpaid.
Parcel #023-27-029-002-000-00/Record #2407 as to W2 less Hwy 29-23-27.
42. 2014 real estate tax in the amount of \$311.68, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$155.84 - Paid.
2nd Half due October 31, 2015, in the amount of \$155.84 - Unpaid.
Parcel #023-27-029-004-000-00/Record #2408 as to S2SE & NE4SE4 29-23-27.

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43. 2014 real estate tax in the amount of \$1,226.26, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$613.13 - Paid.
2nd Half due October 31, 2015, in the amount of \$613.13 - Unpaid.
Parcel #023-27-030-001-000-00/Record #2409 as to E2, Lots 1-4 & E2W2 less Hwy 30-23-27.
44. 2014 real estate tax in the amount of \$763.30, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$381.65 - Paid.
2nd Half due October 31, 2015, in the amount of \$381.65 - Unpaid.
Parcel #023-27-031-001-000-00/Record #2410 as to E2, Lots 1 & 2, E2NW4 less Hwy 31-23-27.
45. 2014 real estate tax in the amount of \$812.06, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$406.03 - Paid.
2nd Half due October 31, 2015, in the amount of \$406.03 - Unpaid.
Parcel #023-27-032-001-000-00/Record #2411 as to E2 & SW less Hwy 32-23-27.
46. 2014 real estate tax in the amount of \$695.32, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$347.66 - Paid.
2nd Half due October 31, 2015, in the amount of \$347.66 - Unpaid.
Parcel #023-27-033-002-000-00/Record #2413 as to NW4 & S2 33-23-27.
47. 2014 real estate tax in the amount of \$211.10, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$105.55 - Paid.
2nd Half due October 31, 2015, in the amount of \$105.55 - Unpaid.
Parcel #023-27-033-001-000-00/Record #2412 as to NE4 33-23-27.
48. 2014 real estate tax in the amount of \$293.74, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$146.87 - Paid.
2nd Half due October 31, 2015, in the amount of \$146.87 - Unpaid.
Parcel #023-27-034-002-000-00/Record #2415 as to NW 34-23-27.
49. 2014 real estate tax in the amount of \$1,349.62, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$674.81 - Paid.
2nd Half due October 31, 2015, in the amount of \$674.81 - Unpaid.
Parcel #023-28-019-002-001-00/Record #2419 as to Lots 1-6, E2SW4 & SE4 19-23-28.
50. 2014 real estate tax in the amount of \$491.42, a lien, now due and payable:
1st Half due April 30, 2015 in the amount of \$245.71 - Paid.
2nd Half due October 31, 2015, in the amount of \$245.71 - Unpaid.
Parcel #023-28-020-002-001-00/Record #2420 as to Lots 1, 2 & SW4 20-23-28.
51. The land described in SCHEDULE A herein shall not include any mobile home, house or trailer, or vehicle intended for habitation located on the premises, and no search for any liens or taxes relating to such has been provided.

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52. Reservations in instruments recorded in Book 1B of Deeds, Page 191 as to N1/2 Section 35, T23N, R26E, in Book 1B of Deeds, Page 229 as to SW1/4 Section 27, T23N, R26E, Book 1C of Patents, Page 306 as to SE1/4 Section 4, T22N, R26E, in Book 1C of Patents, Page 366 as to Lots 1 and 2 and S1/2NE1/4 Section 1, T22N, R26E, in Book 1C of Patents, Page 416 as to SW1/4 Section 23, T23N, R27E, in Book 1C of Patents, Page 462 as to SW1/4 Section 3, T22N, R26E, in Book 1C of Patents, Page 542 as to SE1/4 Section 23, T23N, R27E, in Book 1C of Patents, Page 546 as to Lots 1 and 2 Section 20, T23N, R28E, in Book 1C of Patents, Page 557 as to SW1/4 Section 20, T23N, R28E, in Book 1C of Patents, Page 604 as to SW1/4 Section 26, T23N, R27E, in Book 1C of Patents, Page 627 as to W1/2 Section 26, T23N, R26E, in Book 2 of Patents, Page 324 as to S1/2 Section 35, T23N, R26E, in Book 2 of Patents, Page 335 as to Lots 3 and 4 and S1/2NW1/4 Section 1, T22N, R26E, in Book 2 of Patents, Page 338 as to E1/2 Section 26, T23N, R26E, in Book 2 of Patents, Page 341 as to Section 36, T23N, R26E, in Book 2 of Patents, Page 394 as to W1/2 Section 27, T23N, R27E, in Book 2 of Patents, Page 419 as to W1/2 Section 34, T23N, R26E, in Book 2 of Patents, Page 430 as to SE1/4 Section 26, T23N, R27E, in Book 4 of Patents, Page 53 as to E1/2 Section 7, T22N, R27E, in Book 4 of Patents, Page 54 as to Lots 3 and 4, S1/2NW1/4 and SW1/4 Section 5, T22N, R27E, in Book 4 of Patents, Page 62 as to Lots 5 and 6, E1/2SW1/4 and SE1/4 Section 19, T23N, R27E, in Book 4 of Patents, Page 110 as to NE1/4 Section 26, T23N, R27E, in Book 4 of Patents, Page 165 as to SW1/4 Section 4, T22N, R27E, in Book 4 of Patents, Page 197 as to Lots 3 and 4 and S1/2NW1/4 Section 4, T22N, R27E, in Book 4 of Patents, Page 222 as to SE1/4 Section 34, T23N, R26E, in Book 4 of Patents, Page 246 as to SE1/4 Section 27, T23N, R27E, in Book 4 of Patents, Page 247 as to NE1/4 Section 27, T23N, R27E, in Book 4 of Patents, Page 327 as to Lots 1 and 2 and S1/2NE1/4 Section 4, T22N, R27E, in Book 4 of Patents, Page 395 as to SE1/4 Section 24 and NE1/4 Section 25, T23N, R27E, in Book 5 of Patents, Page 534 as to N1/2SE1/4 Section 4, T22N, R27E, in Book 6 of Deeds, Page 71 as to S1/2 Section 23, T23N, R26E, in Book 7 of Patents, Page 192 as to S1/2 Section 24 and NE1/4 Section 25, T23N, R27E, in Book 7 of Patents, Page 324 as to Lots 5 and 6, E1/2SW1/4 and SE1/4 Section 19, T23N, R28E, in Book 7 of Patents, Page 452 as to NW1/4 Section 25, T23N, R27E and in Book 8 of Patents, Page 229 as to S1/2NE1/4 Section 4, T22N, R26E; as follows:
and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.
53. Reservations in Patents recorded in in Book 3 of Patents, Page 188 as to Lots 1, 2, 3 and 4 Section 19, T23N, R28E, in Book 5 of Patents, Page 19 as to NE1/4SW1/4 and SE1/4 Section 30, T23N, R27E, in Book 5 of Patents, Page 269 as to Lots 3 and 4 and SE1/4SW1/4 Section 30 and Lots 1 and 2 Section 31, T23N, R27E, in Book 5 of Patents, Page 333 as to Lots 1, 2, 3 and 4 Section 21, T23N, R26E and in Book 7 of Patents, Page 534 as to E1/2 Section 28, T23N, R27E; 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 there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.
54. Reservations in Patent recorded in Book 1B of Patents, Page 81 as to SE1/4 Section 29 and NE1/4 Section 32, T23N, R27E; 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.

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55. Reservations in Patent dated August 26, 1920 and recorded in Book 2 of Patents, Page 630 as to NW1/4 Section 34, T23N, R27E and in Patent dated March 31, 1928 and recorded in Book 5 of Patents, Page 515 as to Lots 1 and 2 and S1/2NE1/4 Section 2, T22N, R26E; as follows:
and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. The land covered by this patent is not liable for any debt contracted prior to this date, as provided by Section 5 of the Act of February 8, 1887 (24 Stat., 388,389) and the amendatory Acts of May 8, 1906 (34 Stat., 182) and June 21, 1906 (34 Stat., 325, 327).
56. Reservations in Patents recorded in Book 7 of Patents, Page 450 as to S1/2 Section 2, T22N, R26E, in Book 7 of Patents, Page 454 as to Lots 3 and 4 and S1/2NW1/4 Section 2, T22N, R26E, in Book 7 of Patents, Page 467 as to SE1/4 Section 25, T23N, R26E, in Book 7 of Patents, Page 548 as to Lot 3 and SE1/4NW1/4 Section 3, T22N, R26E and in Book 8 of Patents, Page 71 as to SE1/4 Section 21, T23N, R26E; as follows:
subject to the reservation of all oil, gas and other minerals unto the United States in trust for the beneficial owners thereof, their heirs and assigns.
57. Reservations in Patents recorded in Book 7 of Patents, Page 633 as to SE1/4 Section 31, T23N, R27E, in Book 8 of Patents, Page 34 as to Lots 1 and 2 Section 4, T22N, R26E, in Book 8 of Patents, Page 77 as to SE1/4 Section 6, T22N, R27E and in Book 8 of Patents, Page 97 as to SW1/4 Section 29, T23N, 27E; as follows:
subject to the reservation of all oil, gas and other minerals unto the United States of America in trust for the Standing Rock Sioux Tribe.
58. Reservations in Patents recorded in Book 1C of Patents, Page 442 as to Lots 1 and 2 and S1/2NE1/4 Section 3, T22N, R26E, in Book 2 of Patents, Page 366 as to SE1/4 Section 3, T2N, R26E, in Book 2 of Patents, Page 383 as to SW1/4 Section 11, T22N, R26E and in Book 4 of Patents, Page 255 as to SW1/4 Section 22, T23N, R26E; as follows:
and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.
Also, subject to such rights for railroad purposes as the Chicago, Milwaukee and Puget Sound Railway Company may have under act of March 2, 1899.
59. Reservations in Patent dated November 22, 1948 and recorded in Book 6 of Patents, Page 439 as to NW1/4 Section 11, T22N, R26E, in Patent dated March 4, 1949 and recorded in Book 6 of Patents, Page 447 as to S1/2NE1/4 Section 4, T22N, R26E, in Patent dated March 4, 1949 and recorded in Book 6 of Patents, Page 480 as to Lot 4 and SW1/4NW1/4 Section 3, T22N, R26E, in Patent dated March 24, 1949 and recorded in Book 6 of Patents, Page 522 as to NW1/4 Section 10, T22N, R26E, in Patent dated July 26, 1948 and recorded in Book 6 of Patents, Page 388 as to Lots 1 and 2, S1/2NE1/4 and SE1/4 Section 5, T22N, R27E, in Patent dated January 19, 1949 and recorded in Book 6 of Patents, Page 438 as to Lots 5 and 6 and E1/2SW1/4 Section 19, T23N, R23E, in Patent dated March 22, 1949 and recorded in Book 6 of Patents, Page 465 as to NE1/4 Section 27, T23N, R26E, in Patent dated August 12, 1949 and recorded in Book 6 of Patents, Page 501 as to SE1/4 Section 33, T23N, R27E, in Patent dated November 5, 1953 and recorded in Book 7 of Patents, Page 96 as to SW1/4 Section 32, T23N, R27E, in Patent dated December 14, 1953 and recorded in Book 7 of Patents, Page 111 as to NE1/4 Section 31, T23N, R27E and Patent Number 1124477 dated January 19, 1949 as to Lots 5 and 6 and E1/2SW1/4 Section 19, T23N, R28E; as follows:
The land covered by this patent is not liable for any debt contracted prior to this date, as provided by Section 5 of the Act of February 8, 1887 (24 Stat., 388,389), and the amendatory Acts of May 8, 1906 (34 Stat., 182) and June 21, 1906 (34 Stat., 325, 327).

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60. Reservations in Patent recorded in Book 8 of Patents, Page 104 as to E1/2SE1/4 Section 22, T23N, R26E; as follows:
subject to the reservation of all oil, gas and other minerals unto the United States of America in trust for James Yellow Eyes, his heirs and assigns.
61. Reservations in Patent recorded in Book 7 of Patents, Page 532 as to NW1/4 Section 29 and Lots 1 and 2, E1/2NW1/4 and NE1/4 Section 30, T23N, R27E; as follows:
subject to the reservation of all oil, gas and other minerals unto the United States of America in trust for Robert S. McLaughlin, his heirs and assigns.
62. Reservations in instruments issued by the State of South Dakota recorded June 23, 1941, in Book 22 of Deeds, Page 535 as to W1/2 Section 36, T23N, R26E, recorded June 25, 1941 in Book 22 of Deeds, Page 536 as to S1/2 Section 23, SE1/4 Section 26 and NW1/4 Section 34, T23N, R27E, recorded November 26, 1941 in Book 23 of Deeds, Page 284 as to SE1/4 Section 29 and NE1/4 Section 32, T23N, R27E, recorded May 17, 1995 in Book 8 of Patents, Page 426 as to NW1/4 Section 33, T23N, R27E, recorded May 17, 1995, in Book 8 of Patents, Page 427 a to SE1/4 Section 32, T23N, R27E, recorded October 25, 1995, in Book 8 of Patents, Page 430 as to Lots 1, 2, 3 and 4 Section 22, T23N, R26E, recorded June 12, 2006 in Book 8 of Patents, Page 545 as to W1/2 Section 28, T23N, R27E, recorded June 12, 2006, in Book 8 of Patents, Page 546 as to SW1/4 Section 21, T23N, R26E and recorded June 12, 2006, in Book 8 of Patents, Page 550 as to NE1/4 Section 33, T23N, R27E; as follows:
Reserving however, to the State of South Dakota a right-of-way for irrigation ditches, canals, etc., and subject to reservations and rights relating to deposits of coal, ores, metals and other minerals, asphaltum, oil, gas and other like substances, as provided by South Dakota statute, and in any law of the State of South Dakota reserving any rights of any kind in said State of any of its departments, institutions, subdivisions, funds or accounts.
63. Reservation by Federal Farm Mortgage Corporation as to one-half of all oil, gas and mineral rights in SW1/4, less tract conveyed to Selfridge German Baptist Church, Section 26, T23N, R27E, as set forth in Quitclaim Deed recorded August 15, 1941, in Book 22 of Deeds, Page 571.
--Federal Farm Mortgage Corporation conveyed all its right, title and interest in and to said oil, gas and mineral rights to the United States of America, as set forth in Quitclaim Deed recorded September 23, 1957, in Book 31 of Deeds, Page 577.
64. Reservation by Federal Farm Mortgage Corporation as to one-half of all oil, gas and mineral rights in N1/2SE1/4 of Section 4, T22N, R7E, as set forth in Quitclaim Deed recorded August 20, 1941, in Book 22 of Deeds, Page 577.
--Federal Farm Mortgage Corporation conveyed all its right, title and interest in and to said oil, gas and mineral rights to the United States of America, as set forth in Quitclaim Deed recorded November 26, 1957, in Book 39 of Deeds, Page 437.
65. Reservation by the Federal Land Bank of Omaha as to an undivided one-half interest in all oil, gas and mineral rights in S1/2 Section 35, T23N, R26E for a period of 20 years from December 15, 1941, and as long thereafter as oil, gas or other minerals continue to be produced therefrom or said real estate is being so developed or operated, as set forth in Quit Claim Deed recorded February 3, 1942, in Book 23 of Deeds, Page 434; subject to any subsequent conveyances, distribution or other documentation relating to said right.

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66. Reservation by the Federal Land Bank of Omaha as to one-half of all oil, gas and mineral rights in and to the E1/2 Section 3, T22N, R26E for a period of 20 years from the date of this offer (October 10, 1941) and as long thereafter as oil, gas or other minerals continue to be produced therefrom or said property is being so developed or operated, as set forth in Quit-Claim Deed recorded February 21, 1942, in Book 23 of Deeds, Page 447; subject to any subsequent conveyances, distribution or other documentation relating to said right.
67. Reservation by J. O. Van Nice as to one-half of the oil and gas rights in NE1/4SW1/4 and SE1/4 Section 30, T23N, R27E, as set forth in Warranty Deed recorded September 30, 1942, in Book 23 of Deeds, Page 604; subject to any subsequent conveyances, distribution or other documentation relating to said right.
68. Reservation by the Federal Farm Mortgage Corporation as to an undivided one-half interest in all oil, gas and mineral rights in and under SE1/4 Section 34, T23N, R26E, as set forth in Quitclaim Deed recorded November 24, 1944, in Book 26 of Deeds, Page 636.
--Federal Farm Mortgage Corporation conveyed all of its right, title and interest in and to said oil, gas and mineral rights to the United States of America, as set forth in Quitclaim Deed recorded November 21, 1957, in Book 39 of Deeds, Page 416.
69. Reservation by the Federal Land Bank of Omaha as to an undivided one-half interest in all oil, gas and mineral rights in and under N1/2 Section 35, T23N, R26E for a period of 20 years from December 15, 1941, and as long thereafter as oil, gas or other minerals continue to be produced therefrom or said real estate is being so developed or operated, as set forth in Quit Claim Deed recorded January 26, 1946, in Book 27 of Deeds, Page 485; subject to any subsequent conveyances, distribution or other documentation relating to said right.
70. Reservation by the Federal Farm Mortgage Corporation as to one-half of all oil, gas and mineral rights to Lots 1, 2, 3 and 4 Section 21, T23N, R26E, as set forth in Quit Claim Deed recorded February 13, 1946, in Book 27 of Deeds, Page 536; subject to any subsequent conveyances, distribution or other documentation relating to said right.
--Federal Farm Mortgage Corporation conveyed all its right, title and interest in and to said oil, gas and mineral rights to the United States of America, as set forth in Quitclaim Deed recorded November 21, 1957, in Book 39 of Deeds, Page 425.
71. Reservation by the Federal Land Bank of Omaha as to an undivided one-half interest in all oil, gas and mineral rights in and under SW1/4, Lots 3 and 4 and S1/2NW1/4 Section 4, T22N, R27E for a period of 20 years from February 18, 1941, and as long thereafter as oil, gas or other minerals continue to be produced therefrom or said property is being so developed or operated, as set forth in Deed recorded September 6, 1946, in Book 30 of Deeds, Page 134; subject to any subsequent conveyances, distribution or other documentation relating to said right.
72. Conveyance granting John R. Mills an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from NE1/4 Section 27, T23N, R26E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded April 24, 1950, in Book 35 of Deeds, Page 265; subject to any subsequent conveyances, distribution or other documentation relating to said right.
73. Conveyance granting Edward Stradinger and Henry Maier an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from Lots 1, 2, 3 and 4 Section 19, T23N, R28E (it is the intention of this instrument to convey 50 mineral acres regardless of the size of the tract), together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded May 26, 1950, in Book 35 of Deeds, Page 293; subject to any subsequent conveyances, distribution or other documentation relating to said right.

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74. Conveyance granting Edward Stradinger an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from SW1/4 Section 19, T23N, R28E (it is the intention of this instrument to convey 80 mineral acres regardless of the size of the tract), together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded May 26, 1950, in Book 35 of Deeds, Page 294; subject to any subsequent conveyances, distribution or other documentation relating to said right.
75. Conveyance granting Henry Maier an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from SE1/4 Section 19, T23N, R28E (it is the intention of this instrument to convey 80 mineral acres regardless of the size of the tract), together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded May 26, 1950, in Book 35 of Deeds, Page 295; subject to any subsequent conveyances, distribution or other documentation relating to said right.
76. Conveyance granting John R. Mills an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from All of Section 5, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded June 21, 1950, in Book 36 of Deeds, Page 136; subject to any subsequent conveyances, distribution or other documentation relating to said right.
77. Conveyance granting John R. Mills an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from E1/2 Section 7, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded June 21, 1950, in Book 36 of Deeds, Page 137; subject to any subsequent conveyances, distribution or other documentation relating to said right.
78. Conveyance granting Arthur V. Seay, Jr. an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from N1/2 Section 1 and NE1/4 Section 2, T22N, R26E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded November 24, 1950, in Book 36 of Deeds, Page 418; subject to any subsequent conveyances, distribution or other documentation relating to said right.
79. Conveyance granting Mark Wagner an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from S1/2NE1/4 Section 4, T22N, R26E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded July 9, 1951, in Book 37 of Deeds, Page 22; subject to any subsequent conveyances, distribution or other documentation relating to said right.
80. Conveyance granting Mark Wagner an undivided one-fourth (1/4) interest in and to all of the oil, gas and other minerals in and under and that may be produced from E1/2 Section 7, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded November 13, 1951, in Book 37 of Deeds, Page 139, and corrected by Mineral Deed recorded December 6, 1951, in Book 37 of Deeds, Page 214; subject to any subsequent conveyances, distribution or other documentation relating to said right.
81. Conveyance granting Mark Wagner an undivided one-fourth (1/4) interest in and to all of the oil, gas and other minerals in and under and that may be produced from N1/2 Section 1 and NE1/4 Section 2, T22N, R26E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded November 28, 1951, in Book 37 of Deeds, Page 199; subject to any subsequent conveyances, distribution or other documentation relating to said right.

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82. Conveyance granting R. V. Hodge, Dean F. Smith and T. F. Hodge each an undivided one-third interest in an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from SW1/4 Section 22, T23N, R26E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Mineral Deed recorded April 26, 1952, in Book 37 of Deeds, Page 420; subject to any subsequent conveyances, distribution or other documentation relating to said right.
83. Reservation by Vermund Left Hand, or their predecessors of all oil, gas and mineral rights in SW1/4, less tract conveyed to Selfridge German Baptist Church, T23N, R27E, as set forth in Deed to Restricted Indian Land recorded May 28, 1957, in Book 31 of Deeds, Page 543; subject to any subsequent conveyances, distribution or other documentation relating to said right.
84. Reservation by Fred Martin Jr. and Emma C. Martin as to an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and under and that may be produced from NW1/4 Section 10, T22N, R26E, together with any terms, covenants, conditions and provisions contained therein, as set forth in instrument recorded October 28, 1958, in Book 40 of Deeds, Page 201 and in Warranty Deed recorded November 13, 1964, in Book 43 of Deeds, Page 208; subject to any subsequent conveyances, distribution or other documentation relating to said right.
85. Reservation by Lena Gorder, Rudolph Reinhold Hettich, Walter Edward Hettich, Paul George Hettich, Oscar Milbert Hettich, Ida Gimbel, Alma Rabern, Roy Allen Hettich, Lester Lawrence Hettich, Ruth Lorraine Hand and Gerald Dean Roger Hettich as to one-half of gas, oils and minerals in Lots 1, 2, 3 and 4 Section 21, SW1/4 Section 22 and NE1/4 Section 27, T23N, R26E, as set forth in Warranty Deed recorded December 11, 1962, in Book 43 of Deeds, Pages 16-17; subject to any subsequent conveyances, distribution or other documentation relating to said right.
86. Reservation by A.W. Huebsch Jr. as to an undivided one-fourth (1/4) interest in all oil, gas and minerals in and under Lots 1, 2, 3 and 4 Section 21, SW1/4 Section 22 and NE1/4 Section 27, T23N, R26E, as set forth in Warranty Deed recorded January 2, 1963, in Book 42 of Deeds, Page 150; subject to any subsequent conveyances, distribution or other documentation relating to said right.
87. Reservation by Mary B. Mathinson Martin and Harold B. Martin as to all mineral rights in Lots 1 and 2 and S1/2NE1/4 Section 6, T22N, R27E for ten (10) years from date of this deed which rights are to revert to Earl D. Slater and Lucy C. Slater free and clear on October 28, 1973, together with any terms, covenants, conditions and provisions contained therein, as set forth in Warranty Deed recorded November 4, 1963, in Book 42 of Deeds, Page 256; subject to any subsequent conveyances, distribution or other documentation relating to said right.
88. Reservation by A.F. Stanley Junior as to all oil, gas and other minerals in and under SE1/4 Section 21, T23N, R26E, as set forth in Warranty Deed recorded October 2, 1970, in Book 46 of Deeds, Page 214; subject to any subsequent conveyances, distribution or other documentation relating to said right.
89. Reservation by Herbert G. Nies and Loretta C. Nies as to an undivided one-fourth (1/4) of the mineral estate (oil, gas and other minerals of whatsoever nature) in S1/2NE1/4 Section 4, T22N, R26E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Warranty Deed recorded December 1, 1971, in Book 46 of Deeds, Page 409; subject to any subsequent conveyances, distribution or other documentation relating to said right.

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90. Reservation by Gustave Aman as to an undivided one-half (1/2) interest in all gas, oils and minerals now owned in All Section 3, NW1/4 Section 10, NW1/4 Section 11, T22N, R26E and SE1/4 Section 34, T23N, R26E, as set forth in Contract for Deed recorded April 16, 1976, in Book 48 of Deeds, Page 1, and in Warranty Deed recorded April 8, 1994, in Book 57 of Deeds, Pages 45-48; subject to any subsequent conveyances, distribution or other documentation relating to said right.
91. Reservation by Lucy C. Slater as to an undivided one-half interest in all oil, gas and minerals in E1/2 Section 28, NE1/4SE1/4, SE1/4SE1/4 and SW1/4SE1/4 Section 29, NE1/4 and SW1/4 Section 32 and SE1/4 Section 33, T23N, R27E and N1/2 and SE1/4 Section 6 and NE1/4 Section 4, T22N, R27E, as set forth in Warranty Deed recorded March 23, 1979, in Book 49 of Deeds, Page 218; subject to any subsequent conveyances, distribution or other documentation relating to said right.
92. Reservation by A. F. Stanley Jr. as to an undivided one-half (1/2) interest in all gas, coal, oils and minerals in Lots 1, 2, 3 and 4 Section 21, Lots 1, 2, 3 and 4, E1/2SE1/4 and SW1/4 Section 27, T23N, R26E, as set forth in Warranty Deed recorded December 17, 1990, in Book 55 of Deeds, Page 327; subject to any subsequent conveyances, distribution or other documentation relating to said right.
93. Ownership or title to any mineral interest, whether of the public record or not, including without limitation any oil, gas, coals, hydrocarbons and other minerals or mining rights and the effect on the surface of the exercise of the mineral or mining rights.
94. Any adverse claim to title by or on behalf of an Indian Allottee or the heirs of an Indian Allottee based upon the assertion that the land or any part thereof was improperly removed from United States Government protection.
95. Any right or asserted right of any Tribal Government to regulate the real property described herein or the access thereto including, but not limited to, the Tribe's exercise of police power, zoning taxation or other governmental regulation over the land or the uses of the land.
96. Any loss or damage, or claim of loss or damage, arising from the fact that the public record does not disclose access to or from said land, except as may be provided to any portion of this land abutting a developed public right-of-way. Any access over any land held in Trust by the U.S. Government for any entity or any land subject to the jurisdiction of a tribal court is not insured.
97. If access to and from the real estate covered by this Commitment is not established of record, then the policy insuring clause on access will be deleted. The final policy to be issued will not insure access if the same is not established of record, nor will it insure that the legal means of access to the property provides actual physical ingress and egress. The final policy to be issued will not insure access over any land held in Trust by the U.S. Government for any entity or any land subject to the jurisdiction of a tribal court.
98. Statutory section line right-of-way 33 feet on either side of all section lines affecting subject property pursuant to SDCL, Chapter 31-18.
99. Oak Creek traversing portions of subject property.
100. Easement granted to West River Mutual Aid Telephone Corporation for a telephone system on or under NE1/4 Section 25, T23N, R28E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Telephone Cooperative Right-of-Way Easement recorded March 7, 1988, in Book 55 of Misc., Page 328. The route is not set forth.

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101. Easement granted to West River Mutual Aid Telephone Corporation for communication systems upon, over and under E1/2 Section 7, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right of Way Easements recorded October 23, 1992, in Book 57 of Misc., Pages 569 and 570. The route is not set forth.
102. Easement granted to West River Mutual Aid Telephone Corporation for communication systems upon, over and under E1/2 Section 6, T22N, R27E and Lots 1, 2, 3 and 4 Section 19, T23N, R23E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right of Way Easement recorded October 23, 1992, in Book 57 of Misc., Page 571. The route is not set forth.
103. Easement granted to West River Mutual Aid Telephone Corporation for communication systems upon, over and under SE1/4 Section 19, All Section 30 and E1/2 Section 31, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right of Way Easement recorded October 23, 1992, in Book 57 of Misc., Page 572. The route is not set forth.
104. Easement granted to West River Telecommunications Cooperative for communication systems upon and over S1/2SW1/4 Section 24, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easement recorded December 29, 1994, in Book 58 of Misc. Page 328. The route is not set forth.
105. Easement granted to West River Telecommunications Cooperative for communication systems upon and over S1/2S1/2 Section 23, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easement recorded December 28, 1994, in Book 58 of Misc. Page 322. The route is not set forth.
106. Easement granted to West River Telecommunications Cooperative for communication systems upon and over W1/2 Section 29, T23N, R27E, with other lands, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easement recorded December 29, 1994, in Book 58 of Misc. Page 336. The route is not set forth.
107. Easement granted to West River Telecommunications Cooperative for communication systems upon and over SW1/4 Section 4 and S1/2 Section 5, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easements recorded February 24, 1995, in Book 58 of Misc. Pages 450, 451 and 452 and recorded May 11, 1995, in Book 58 of Misc., Page 585. The route is not set forth.
108. Easement granted to West River Telecommunications Cooperative for communication systems upon and over S1/2SE1/4 Section 24, T23N, R27E and S1/2NE1/4 and S1/2 Section 19 and SW1/4 Section 20, T23N, R28E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easements recorded February 24, 1995, in Book 58 of Misc. Pages 453 and 454. The route is not set forth.
109. Easement granted to West River Telecommunications Cooperative for communication systems upon and over SE1/4 Section 30, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easements recorded April 19, 1995, in Book 58 of Misc. Page 566. The route is not set forth.

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110. Easement granted to West River Telecommunications Cooperative for communication systems upon and over N1/2 Section 5, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easement recorded June 2, 1995, in Book 58 of Misc., Page 610. The route is not set forth.
111. Easement granted to West River Telecommunications Cooperative for communication systems upon and over N1/2 Section 31, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easements recorded June 2, 1995, in Book 58 of Misc. Page 613. The route is not set forth.
112. Easement granted to West River Telecommunications Cooperative for communication systems upon and over SE1/4 Section 7, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easements recorded June 5, 1995, in Book 58 of Misc., Pages 620 and 622. The route is not set forth.
113. Easement granted to West River Telecommunications Cooperative for communication systems upon and over SE1/4 Section 30 and N1/2 Section 31, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telephone Right-of-Way Easements recorded June 21, 1996, in Book 59 of Misc. Pages 294-295. The route is not set forth.
114. Easement granted to West River Telecommunications Cooperative for communication systems upon, over and under SW1/4NW1/4 Section 5 and SE1/4NE1/4 Section 6, T22N, R27E and SE1/4SE1/4 Section 30, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in West River Telecommunications Right-of-Way Easement recorded July 15, 2004, in Book 62 of Misc. Page 225. The route is not set forth.
115. Easement granted to Moreau-Grand Electric Cooperative, Inc. for electric transmission or distribution line or system upon W1/2 Section 5 and SE1/4NE1/4 Section 6, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Right-of-Way Easement recorded July 15, 2004, in Book 62 of Misc., Page 226. The route is not set forth.
116. Easement granted to Mor-Gran-Sou Electric Cooperative, Inc. for an electric transmission line or system on or under W1/2 Section 5, T22N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Right-of-Way Easement recorded May 2, 2006, in Book 62 of Misc., Page 524. The route is not set forth.
117. Easement granted to Mor-Gran-Sou Electric Cooperative, Inc. for an electric transmission line or system on or under W1/2 Section 29, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Right-of-Way Easement recorded May 2, 2006, in Book 62 of Misc., Page 525. The route is not set forth.
118. Easement granted to Mor-Gran-Sou Electric Cooperative, Inc. for an electric transmission line or system on or under SW1/4 Section 32, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Right-of-Way Easement recorded May 2, 2006, in Book 62 of Misc., Page 526. The route is not set forth.

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119. Easement granted to Distributed Generation Systems, Inc. for wind energy conversion on lands in Sections 1, 2, 3, 4, 10 and 11, T22N, R26E, in Sections 4, 5, 6, 7, 12, 13, 14, 24 and 25, T22N, R27E, in Sections 6, 7, 18, 19 and 30, T22N, R28E, in Sections 21, 22, 23, 25, 26, 27, 34, 35 and 36, T23N, R26E, in Sections 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, T23N, R27E, in Sections 19, 20, 29, 30 and 31, T23N, R23E and lands in Sioux County, North Dakota, together with any terms, covenants, conditions and provisions contained therein, as set forth in an unrecorded Easement Agreement dated July 29, 2002, notice of which is given by a Memorandum of Easement Agreement recorded July 10, 2006, in Book 62 of Misc., Pages 578-580.
--Said Easement and Related Rights were assigned to CPV Wind Wilder Bison Ranch, LLC by Assignment and Assumption Agreement recorded August 26, 2006, in Book 62 of Misc., Pages 601-605.
120. Easement granted to Moreau-Grand Electric Cooperative, Inc. for electric transmission or distribution line or system upon W1/2W1/2NW1/4 Section 29, T23N, R27E, together with any terms, covenants, conditions and provisions contained therein, as set forth in Right of Way Easement recorded June 1, 2015, in Book 67 of Misc., Page 188. The route is not set forth.
121. Lease by and between Vernon Schott, Lessor, and Clyde Rische, Lessee, dated April 24, 1985, recorded May 6, 1985, in Book 46 of Misc., Page 469, to erect and maintain a building and antenna for Lessee's repeater station, together with any terms, covenants, conditions and provisions contained therein. Term: 99 years from and after the date of this instrument, ending on the 24th day of April, 1985. This pertains to the NW1/4 of Section 29, T23N, R27E.
122. Any right, title, or interest claimed by any lessee or tenant, or by an assignee of same, in any portion of the subject property by virtue of any 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.

If there are any questions concerning this Commitment, please call **Paula J. Hammond** at **605-348-4200**.

FIRST AMERICAN TITLE COMPANY OF SOUTH DAKOTA, LLC.

PRIVACY POLICY NOTICE

Purpose of Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with 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 First American Title Company of South Dakota, LLC.

Applicability and Types of Information

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on a applications, forms and in other communications to us whether in writing, in person, by telephone or other means,
- Information about your transactions with us, our affiliated companies, or others.
- Information we receive from a consumer reporting agency, and
- Information that we receive from others involved in your transaction, such as real estate agent or lender.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies or to nonaffiliated companies. Such companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

FIRST AMERICAN TITLE INSURANCE COMPANY



Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidential and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.