



CHICAGO TITLE INSURANCE COMPANY[®]

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Grant County Title Co.
Issuing Office: 603 S. Dakota Street, Milbank, SD 57252
Issuing Office's ALTA® Registry ID: 0002664
Commitment No.: 17596
Issuing Office File No.: 17596
Property Address: rural, Milbank, SD 57252

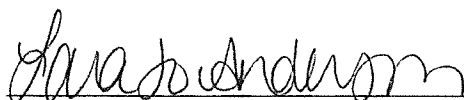
SCHEDULE A

1. Commitment Date: July 9, 2025 at 07:59 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (6/17/06)
Proposed Insured: Buyer: Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item #4
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in: Sherrill C. Jacotel, a/k/a Sherrill C. Johns, a/k/a Sherrill Jacotel Johns.
5. The Land is described as follows:

Government Lots 6 and 7, the E1/2SW1/4, and the SE1/4 of Section 6, Township 121 North, Range 47 West of the 5th P.M., Grant County, South Dakota

Parcel ID# 12.47.06.3000 and 12.47.06.4000

CHICAGO TITLE INSURANCE COMPANY


Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B41

ALTA Commitment for Title Insurance (7-1-21) w -SD Mod

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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. **The Company requires that an appropriate Personal Representative's Deed, with certified letters, from the Estate of Sherrill C. Jacotel, a/k/a Sherrill C. Johns, a/k/a Sherrill Jacotel Johns be used to convey the proposed insured property to the new buyer.**
6. **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 or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.**
For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until its receives a designation for a Proposed Insured, acceptable to the company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

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 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.
6. Taxes or special assessments which are not shown as existing by the public records.
7. **2024 real estate taxes, due and payable in 2025, paid in full in the amount of \$5,615.74.**
8. **Real estate taxes for 2025 and subsequent years which will constitute a lien but are not due and payable.**
9. **Levied or pending special assessments, if any.**
10. **Statutory easement for highway right-of-way along the section line(s) bounding or lying within said property.**
11. **Rights of tenants in possession under the terms of unrecorded leases or agreements. (This exception will be removed with the signed Title Company affidavit indicating that there are no unrecorded leases or agreements.)**

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SCHEDULE B, PART II

(Continued)

12. Reservations contained in U.S. Patent, dated 11/21/1890, recorded in Patent Record 3, page 12, and in U.S. Patent, dated 11/08/1890, and recorded in Patent Record 3, page 13, with reference to water and mineral rights.
13. Easement to East River Electric Power Co-Operative, Inc., dated 07/10/1951, and recorded in Miscellaneous Record 136, page 437 on 07/14/1952, as Document #125157. The exact location and extent of said easement is not disclosed of record.

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The United States of America.

Sioux Indian Lands.

Certificate No. 177

To all to Whom these Presents shall Come---Greeting:

WHEREAS,

Charles Hartman Junior of Grant County Dakota Territory
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Waterloo, Dakota Territory* whereby it appears that full payment has been made by the said *Charles Hartman Junior* according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the *South East quarter of Section six in Township one hundred and twenty one North of Range forty seven West of the Fifth Principal Meridian in Dakota Territory, containing one hundred and sixty acres.*

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Charles Hartman Junior*

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have Given and Granted, and by these presents do Give and Grant, unto the said *Charles Hartman Junior* and to *his* heirs the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Charles Hartman Junior* and to *his* heirs and assigns, forever; 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 remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; 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.

IN TESTIMONY WHEREOF, I, *Benjamin Harrison* President of the United States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

UNITED STATES
GENERAL
LAND OFFICE.

Given under my hand, at the City of Washington, the *eight* day of *November*, in the year of our Lord one thousand eight hundred and *ninety* and of the Independence of the United States the one hundred and *fifteenth*

BY THE PRESIDENT:

By *Ellen Macfarland* Asst. Secretary.

Recorded Vol. *2* Page *3* *J. M. Sweeney* Recorder of the General Land Office.

Filed for Record at *8¹⁰* o'clock *A. M.*

July 2nd A. D. 18*98* and was duly recorded in *Book 3 of Entries page 13* *W. H. Sweeney* County Clerk *Register of Deeds*

EASEMENT

J. A. Jacotel and
 Agnes Jacotel
 (husband and wife)
 TO

Dated July 10, 1951
 Filed July 14, 1952 at 8:00 A.M.
 Recorded in Miscellaneous
 Record 136 on Page 437
 Consideration: Good and val-
 uable consideration

EAST RIVER ELECTRIC POWER
 CO-OPERATIVE, INC.,
 of Madison, South Dakota

ACKNOWLEDGED July 10th, 1951 by J. A. Jacotel and
 Agnes Jacotel
 before C. R. Burrell
 County, South Dakota, with seal.
 Notary Public, Grant

DESCRIPTION:

S¹/₂ 6-121-47

Grants the perpetual right to enter upon the lands of the undersigned, as above described and to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands an electric transmission and/or distribution line or system, to cut and trim trees and shrubbery located within thirty feet of the center line of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association, or corporation for electrification or telephone purposes.

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

The Cooperative agrees to pay to the undersigned for the privileges herein granted, when said line or system has been completely constructed, in accordance with the following schedule:

Pole set in land which is under cultivation	\$5.00 each
Pole set in woodland	\$3.00 each
Pole set in swampland	\$1.00 each
Pole set in permanent pasture	\$1.00 each
Guy set in land subject to cultivation	\$5.00 each
Guy set in woodland	\$3.00 each
Guy set in swampland	\$1.00 each
Guy set in permanent pasture	\$1.00 each

Overhang where no poles or guys are set on land subject to cultivation at the rate of \$1.00 per pole.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: