## ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Brian Kramer Title Examiner 302 E. 2nd St.

Winner, SD 57580 605-842-0334

in J. Km

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

By President

Attest Daniel Wold Secretary

## **Commitment Conditions**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters
- "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; [and]
  - f. Schedule B, Part II—Exceptions[; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing[ and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9.	<ol> <li>CLAIMS PROCEDURES         This Commitment incorporates by reference all Conditions for making a claim in the Polic Proposed Insured. Commitment Condition 9 does not modify the limitations of liab Conditions 5 and 6.     </li> </ol>	ey to be issued to the ility in Commitment
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Red	This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title In Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedul Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent form.	le A; Schedule B, Part I - that may be in electronic



## **COMMITMENT FOR TITLE INSURANCE**

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

Issuing Agent: Titles of Dakota

Issuing Office: 302 E. 2nd St., Winner, SD 57580

Issuing Office's ALTA® Registry ID: 1238414

Loan ID No.:

Commitment No.: 25-1135 Issuing Office File No.: 25-1135

Property Address: rural, Winner, SD 57580

#### **SCHEDULE A**

1. Commitment Date: August 20, 2025 at 07:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/21)

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner

identified at Item 4 below

Proposed Amount of Insurance:

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:

Parcel #1: Scott A. DeMott Trust

Parcel #2, #3, #4, #5: Witten Farms, L.C., an undivided 66.67% interest, and Paragon Real Estate Company, L.C., an undivided 33.33% interest;

5. The Land is described as follows:

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## SCHEDULE A

(Continued)

#### Parcel #1:

Northeast Quarter (NE1/4) Section Twelve (12) Township Forty (40) North, Range Twenty-five (25) West of the 6th P.M., Mellette County, South Dakota, less the Chicago and Northwestern Railroad Right of Way and less that portion of the NE1/4 Section 12 lying south of the Chicago and Northwestern Railroad Right of Way;

#### Parcel #2:

Northeast Quarter (NE1/4) Section Eleven (11) less the Chicago and Northwestern Railroad Right of Way; Northwest Quarter (NW1/4) Section Twelve (12) less the Chicago and Northwestern Railroad Right of Way; Southwest Quarter (SW1/4) Section Twelve (12);

Southeast Quarter (SE1/4) Section Twelve (12) less the Chicago and Northwestern Railroad Right of Way; North Half (N1/2) and Southeast Quarter (SE1/4) Section Thirteen (13);

Southeast Quarter (SE1/4) Section Fourteen (14);

North Half (N1/2) Section Twenty-four (24);

Northwest Quarter (NW1/4) Section Twenty-six (26);

All in Township Forty (40) North, Range Twenty-five (25) West of the 6th P.M., Mellette County, South Dakota

#### Parcel #3:

Southeast Quarter (SE1/4) Section Twenty-three (23) Township One Hundred (100) North, Range Seventy-nine (79) West of the 5th P.M., Tripp County, South Dakota

#### Parcel #4:

Southeast Quarter (SE1/4) Section Sixteen (16) less Plat of Lot H2 as set out in Book 4 Plats on page 385; Northeast Quarter (NE1/4) Section Sixteen (16) less Plat of Lot H2 as set out in Book 4 Plats on page 387; West Half (W1/2) Section Sixteen (16);

East Half of the Northeast Quarter (E1/2NE1/4) and the East Half of the Southeast Quarter (E1/2SE1/4) Section Seventeen (17);

Southeast Quarter (SE1/4) Section Twenty-one (21) less Plat of Lot H2 as set out in Book 4 Plats on page 383;

Northeast Quarter (NE1/4) Section Twenty-one (21) less Plat of Lot H2 as set out in Book 4 Plats on page 384:

All in Township One Hundred Two (102) North, Range Seventy-seven (77) West of the 5th P.M., Tripp County, South Dakota

Southeast Quarter (SE1/4) Section Sixteen (16) Township Ninety-nine (99) North, Range Seventy-sight (78) less Plat of Lot 2 as set out in Book 4 Plats on page 191, West of the 5th P.M., Tripp County, South Dakota

Southeast Quarter (SE1/4) Section Twenty-two (22);

Northwest Quarter (NW1/4) Section Twenty-three (23):

Southwest Quarter (SW1/4) Section Twenty-three (23);

Northwest Quarter (NW1/4) Section Twenty-six (26);

Southwest Quarter (SW1/4) Section Twenty-six (26;

Northeast Quarter (NE1/4) Section Twenty-seven (27);

Southeast Quarter (SE1/4) Section Twenty-seven (27);

Lots Two (2), Three (3), Four (4) and the East Half of the Southeast Quarter (E1/2SE1/4) Section Twenty-nine (29) less Railroad Right of Way:

Lots One (1), Two (2), Three (3), Four (4), East Half of the Northeast Quarter (E1/2NE1/4) and East Half of the Southeast Quarter (E1/2SE1/4) Section Thirty-two (32);

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## **SCHEDULE A**

(Continued)

Southwest Quarter (SW1/4) Section Thirty-three (33);

All in Township One Hundred (100) North, Range Seventy-nine (79) West of the 5th P.M., Tripp County, South Dakota

Southeast Quarter (SE1/4) Section Twenty-four (24) Township One Hundred (100) North, Range Seventy-eight (78) West of the 5th P.M., Tripp County, South Dakota

#### Parcel #5:

Bri J. Krow

West Half (W1/2) Section Ten (10) Township Ninety-nine (99) North, Range Seventy-eight (78) West of the 5th P.M., Tripp County, South Dakota

Brian Kramer Title Examiner 302 E. 2nd St.

Winner, SD 57580 605-842-0334

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Monroe Monroe

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## COMMITMENT FOR TITLE INSURANCE

## **SCHEDULE B, PART I**

Requirements

All of the following Requirements must be met:

- 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 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.





## COMMITMENT FOR TITLE INSURANCE

# 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 liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Any taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 8. Any setback lines and utility easements that may exist.



## SCHEDULE B, PART II

(Continued)

- 9. For informational purposes only, we submit the following tax figures/statement. We assume no liability for the correctness of the same. Please contact the County Treasurer for the exact amount owed. The 2024 real estate taxes due and payable in 2025 in the amount of \$11,095.82 which are PAID IN FULL. (Record #57, #53, #58, #59, #60, #63, #64, #65, #69, #95, #96 and #102). Pertains to the real estate located in Mellette County.

  The 2024 real estate taxes due and payable in 2025 in the amount of \$38,899.60 which are PAID IN FULL. (Record #12.16.1000, #12.16.3000, #12.17.1000, #12.21.1000, #17.10.2000, #17.16.4000, #31.22.4000, #31.23.2000, #31.23.3000, #31.23.4000, #31.26.2000, #31.26.3000, #31.27.1000, #31.27.4000, #31.29.3000, #31.32.1000, #31.32.2000, #31.33.3000 and #44.49.4000. Real estate taxes for 2025 tax year which are not yet due and payable.
- 10. In regard to the SE1/4 and NW1/4 Section 12, and the NE1/4 Section 11, Township 40 North, Range 25, excepting Railroad Right of Way.
- 11. Abolition of Progressive Township, recorded in Book 36 Miscellaneous on page 331 on April 17, 2006. Pertains to SE1/4 23, SE1/4 22, NW1/4 23 SW1/4 23, NW1/4 26, SW1/4 26, NE1/4 27, SE1/4 27, Lots 2,3,4 & E1/2SE1/4 29, Lots 1,2,3,4, E1/2NE1/4 and E1/2SE1/4 32 and SW1/4 33-100-79.
- 12. Right of Way Easement granted to the Tripp County Water User District, recorded in Book 1 Easements on page 291 on December 1, 1978. Pertains to E1/2, E1/2NW1/4 and SW1/4 16-102-77, and the E1/2SE1/4 Section 17-102-77.
- 13. Right of Way Easement granted to the Tripp County Water User District, recorded in Book 1 Easements on page 292 on December 1, 1978. Pertains to W1/2NW1/4 16-102-77.
- 14. Right of Way Easement granted to the Tripp County Water User District, recorded in Book 1 Easements on page 594 on December 18, 1978. Pertains to SW1/4 10-99-78 and SE1/4 16-99-78.
- 15. Right of Way Easement granted to the Tripp County Water User District, recorded in Book 3 Easements on page 111 on September 8, 1993. Pertains to SE1/4 16-99-78.
- 16. Right of Way Easement granted to the Tripp County Water User District, recorded in Book 1 Easements on page 679 on December 18, 1978. Pertains to Lots 2, 3, 4, E1/2SE1/4 29 and E1/2 32-100-79.
- 17. Buried Inter-Exchange Facility Easement granted to Northwestern Bell Telephone Company, recorded in Book 2 Easements on page 548 on May 21, 1990. Pertains to East 200' of E1/2 16-102-77.
- 18. Buried Inter-Exchange Facility Easement granted to Northwestern Bell Telephone Company, recorded in Book 2 Easements on page 547 on May 21, 1990. Pertains to East 200' of E1/2 21-102-77.
- 19. Buried Inter-Exchange Facility Easement granted to Northwestern Bell Telephone Company, recorded in Book 26 Miscellaneous on page 460 on August 31, 1976. Pertains to N1/2N1/2NW1/4 23-100-79.

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LAND TITLE ASSOCIATION

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## SCHEDULE B, PART II

(Continued)

- 20. Buried Exchange Facility Easement granted to Northwestern Bell Telephone Company, recorded in Book 1 Easements on page 89 on November 14, 1978. Pertains to E1/2E1/2SE1/4 29 and the E1/2E1/2NE1/4 and E1/2NE1/4SE1/4, N1/2SE1/4SE1/4 and N1/2 Lot 4 in 32-100-79.
- 21. Right of Way Easement granted to the Rosebud Electric Cooperative, Inc., recorded in Book 4 Easements on page 936 on May 16, 2014. Pertains to SE1/4 16-102-77.
- 22. Right of Way Easement granted to the Rosebud Electric Cooperative, Inc., recorded in Book 4 Easements on page 313 on January 5, 2011. Pertains to W1/2 10-99-78.
- 23. Temporary Easement Agreement granted to the State of South Dakota acting by and through its Department of Transportation, recorded in Book 2 Easements on page 458 on October 2, 1987. Pertains to SE1/4 16-99-78.
- 24. Real Estate Mortgage, Security Agreement, Assignment of Rents and Fixture Filing for the State of South Dakota Open-End To Secure Present and Future Obligations and Advances executed by Scott A. DeMott Trust dated June 4, 2014, Scott Alan DeMott aka Scott A. DeMott and Jacquelyn M. DeMott to Farm Credit Services of America, FLCA dated October 21, 2020; filed for record on October 21, 2020 at 11:45 am in Book 105 of Mortgages, Pages 981-989 in the principal sum of plus interest. Pertains to parcel #1.
- 25. Real Estate Mortgage for the State of South Dakota Open-End To Secure Present and Future Obligations and Advances executed by Witten Farms LC to Farm Credit Services of America, FLCA dated April 10, 2008; filed for record on April 10, 2008 at 2:07 pm in Book 108 of Mortgages, Page 96 in regard to Tripp County land, and filed for record on April 14, 2008 at 11:00 am in Book 95 Mortgages, Pages 812-815 in regard to Mellette County land, in the principal sum of Pertains to parcel #2, parcel #4 and parcel #5.
- 26. Real Estate Mortgage, Security Agreement, Assignment of Rents and Fixture Filing for the State of South Dakota Open-End To Secure Present and Future Obligations and Advances executed by Witten Farms, L.C. and Paragon Real Estate Company, L.C., to Farm Credit Services of America, FLCA dated January 1, 2023; filed for record on March 2, 2023 at 8:00 am in Book 114 of Mortgages, Pages 308 in the principal sum of plus interest. Pertains to parcel #5.

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AMERICAN LAND TITLE ASSOCIATION