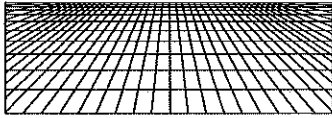


TURNER COUNTY TITLE COMPANY



255 N. Main Street, PO Box 489, Parker, SD 57053-0489

Telephone: (605) 297-5555 Fax #: (605) 297-5505

Title Insurance • Closings • Escrows • Abstracts

TO: Traci Renkly
Brookings County Title

FROM: Jean Cremer
Turner County Title Company

DATE: September 18, 2025

E-MAIL ADDRESS: TRenkly@tsptitle.com

PAGE (S) including COVER: 45

RE: Pronghorn Land LLC - TO BE DETERMINED

The West Half of the Southwest Quarter (W 1/2 SW 1/4)
of Section Seventeen (17), Township Ninety-Seven (97),
Range Fifty-Three (53) West of the 5th P.M., Turner County,
South Dakota, except Davey Tract No. 1 thereof, according
to the recorded plat thereof.

MESSAGE: Attached please find the Title Insurance Commitment in regards to the above referenced matter. I have attached a Billing Statement for the same. If you have any questions, please contact our office. Thanks!!!!

Original: ☒ not sent ☐ mailed ☐ sent overnight

Remit Payment To:

Turner County Title Company
255 N Main Street, Box 498
Parker, SD 57053
(605)297-5555

INVOICE**Billed To:**

Brookings County Title
418 6th Street
Brookings, SD 57006
ATTN: Traci Renkly

Invoice Date: September 18, 2025**Our File Number:** 25-TI-14921**Your Reference Number:**

Underwriter: Dakota Homestead Title
Insurance Company

Property:

Brief Legal: W 1/2 SW 1/4 Sec 17-97-53 except Davey
Tract No. 1 thereof

Turner County

DESCRIPTION	AMOUNT
Owners: TO BE DETERMINED (StandardCoverage)	200.00
Invoice Total Amount Due	\$ 200.00

BUYER(S)/BORROWER(S): TO BE DETERMINED

SELLER(S): Pronghorn Land LLC

NOTICE TO ALL CUSTOMERS
in the event that this order is
cancelled, there will be a
cancellation fee due in the
amount of \$150.00 plus sales tax.

THANK YOU FOR YOUR ORDER



PRIVACY POLICY NOTICE

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

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

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

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

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

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

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

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

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

File Number: 25-TI-14921

South Dakota Data Breach Notification Law Compliance Form

You, the undersigned consumer, are being notified that in order to comply with South Dakota's Data Breach Notification Law (2018 Senate Bill 62), Turner County Title Company ("Title Company") and its title insurance underwriters, are requesting that you provide the following contact information where you will receive notice if there is ever potential data breach that may impact the personal and protected information contained in Title Company's records:

Name(s) Pronghorn Land LLC

Mail Address _____

Email Address _____

This information shall be maintained solely for compliance with the Data Breach Notification Bill and shall not be used for any other purpose. In the event of a potential data breach that may impact your personal and protected information, notification will be sent to the above listed mailing and email addresses. You agree and consent that notice can be sent via email in compliance with the ESIGN Act (15 USC 7001).

DATED: _____

Signatures:

Pronghorn Land LLC

BY: _____
President

Please Return To:

Turner County Title Company
255 N Main Street, Box 498
Parker, SD 57053

AFFIDAVIT OF ENTITY

As to Liens and Encumbrances

(If blanks are not filled in, it will be assumed the answer is none)

STATE OF

)

File Number: 25-TI-14921

): SS

COUNTY OF

)

In order to induce Turner County Title Company (Title Company) and its underwriter to issue its policy or policies of title insurance on the property legally described as (hereinafter referred to as "the property"):

The West Half of the Southwest Quarter (W 1/2 SW 1/4) of Section Seventeen (17), Township Ninety-Seven (97) North, Range Fifty-Three (53) West of the 5th P.M., Turner County, South Dakota, except Davey Tract No. 1 thereof, according to the recorded plat thereof.

the undersigned, hereinafter referred to as affiant (whether one or more), of lawful age, being first duly sworn upon oath, states to the best of affiant's knowledge that:

1. Affiant is the _____ (title) of the following indicated entity, named as follows (hereinafter referred to as "the Entity"):
____ Corporation, organized and domiciled in the State of _____
____ LLC, organized, registered, and domiciled in the State of _____
____ Trust, legally created by a properly executed Trust Agreement, not terminated or revoked
____ General Partnership, organized and domiciled in the State of _____
____ Limited and/or Limited Liability Partnership properly filed with the Secretary of State of _____
Name of Entity: **Pronghorn Land LLC**
2. No party other than the Entity is currently or will be (if the Entity is the purchaser) in possession of the property EXCEPT _____
3. There are no Federal or State tax liens, County liens, bankruptcies, pending lawsuits, or unsatisfied money judgments of record, in any State or Federal court against the Entity, EXCEPT _____
4. Any such matters referenced in Item 4 above that are filed against parties that bear the same name as or similar names to the Entity are not against the Entity.
5. The Entity has not authorized and Affiant is not aware of any construction, remodeling, or materials for improvement of the property that commenced within the previous one (1) year, or will commence prior to the completion by the Entity of this transaction, EXCEPT _____
6. Affiant is not aware of any mobile home(s), modular home(s) or manufactured home(s) located on the property, EXCEPT _____

AFFIANT(S) KNOW THE MATTERS HEREIN STATED ARE TRUE. Affiant, acting as an authorized agent of the Entity, therefore agrees the Entity shall fully defend, indemnify and save harmless as of the date hereof the Title Company and their Underwriter from any loss or damage, including attorneys fees and expenses which the said Title Company and Underwriter may suffer as a result of issuing its Policy or Policies of Title Insurance covering the subject property without objection to the matters shown above.

Pronghorn Land LLC

BY: _____
President

Subscribed and sworn to by the named Affiant on behalf of the described Entity, in Affiant's capacity as stated herein, this the ____ day of _____, 20____.

Notary Public
My Commission Expires _____

NON-RESIDENTIAL PROPERTY AFFIDAVIT

STATE OF)
) : SS
COUNTY OF)

File Number: 25-TT-14921

In order to induce Turner County Title Company (Title Company) and its underwriter to issue its policy or policies of title insurance on the property legally described as (hereinafter referred to as "the property"):

The West Half of the Southwest Quarter (W 1/2 SW 1/4) of Section Seventeen (17), Township Ninety-Seven (97) North, Range Fifty-Three (53) West of the 5th P.M., Turner County, South Dakota, except Davey Tract No. 1 thereof, according to the recorded plat thereof.

the undersigned, hereinafter referred to as affiant (whether one or more), of lawful age, being first duly sworn upon oath, states to the best of affiant's knowledge that FOR THE PROPERTY SHOWN ABOVE the following is true unless so indicated, and with Exceptions listed on the reverse:

1. Affiant is a citizen of the United States and has owned the property exclusively and continuously for more than six (6) months immediately preceding the date hereof, and no one other than the affiant is in possession of the property.
2. The property is unplatted and/or agricultural or commercial property.
3. There are no unrecorded contracts, leases, easements, agreements, documents, or notices of claims.
4. There are no unpaid bills for labor, services or material for construction of improvements, alterations or repairs to the property during the last one (1) year.
5. There has been no work in the immediate vicinity in the last six (6) months for matters such as: grading, repairing or paving of street or sidewalks; installation or repair of sewer, water or electrical lines, or of street lights, etc.; AND affiant has not received any notices of future public repairs or improvements which might result in special assessments or charges against the property.
6. Affiant has no knowledge of any disputes with neighbors regarding fence or boundary lines driveways, walks, street or alley locations, encroachments of buildings or improvements, or violations of covenants and restrictions.
7. Affiant has no knowledge of any underground pipes, cables, conduits, ditches, or drain tiles crossing the property, nor any poles, wires, or other utility lines that cross the property and which serve other property.
8. There is actual pedestrian and vehicular access to and from the property; there are no shared driveways or party walls that affect the property, and we are unaware and have not been told of any person or entity having any rights, easements, licenses, or other agreements allowing them to use, encroach on or travel over any part of the property.
9. Any improvements we added to the land were authorized by a building permit, and Affiant has not been notified of any violations of local setback or building permit or restriction regulations, zoning or subdivision law or regulations, or violations of covenants, conditions or restrictions; and there are no encroachments of buildings, eaves, bay windows, walks, fences, drives, etc., from the property of the affiant onto any adjoining property (including streets and alleys), or onto easements or setbacks, nor are there any such encroachments of adjoining property improvements onto the affiant's property.
10. There are no unpaid real estate taxes or assessments, water or sewer bills, homeowners' dues or property management fees.
11. There is no processing of perishable goods being done on the property.

Affiant therefore agrees to fully defend, indemnify and save harmless as of the date hereof the Title Company and their Underwriter from any loss or damage, including attorneys fees and expenses which the said Title Company and Underwriter may suffer as a result of issuing its Policy or Policies of Title Insurance covering the subject property without objection to the matters shown above.

Pronghorn Land LLC

BY: _____
President

Subscribed and sworn to by the Affiant(s) individually or on behalf of the described Entity, in Affiant's capacity as stated herein, this the ____ day of _____, 20____.

Notary Public My Commission Expires _____

**LETTER OF CONSENT
for LLC (Seller)**

WHEREAS we the undersigned are the Members and/or Managers of Pronghorn Land LLC

And

WHEREAS it is beneficial to the said LLC

RESOLVED, we do hereby authorize the Sale of certain real property described as

The West Half of the Southwest Quarter (W 1/2 SW 1/4) of Section Seventeen (17), Township Ninety-Seven (97) North, Range Fifty-Three (53) West of the 5th P.M., Towner County, South Dakota, except Davey Tract No. 1 thereof, according to the recorded plat thereof.

If our LLC is comprised of more than one member, we do further authorize the following member/members _____, to sign the Warranty Deed and any other documents to effect the Sale of said property. (If no name is listed, we hereby require all members to execute said documents.)

We certify the number of members of this LLC is _____, and this Letter of Consent is signed by 100% of the Members of Pronghorn Land LLC. (This Letter of Consent may be signed in counterparts.)

Pronghorn Land LLC

BY _____
Member

Printed Name

BY _____
Member

Printed Name

BY _____
Member

Printed Name

BY _____
Member

Printed Name

BY _____
Member

Printed Name

BY _____
Member

Printed Name

COMMITMENT FOR TITLE INSURANCE ISSUED BY



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

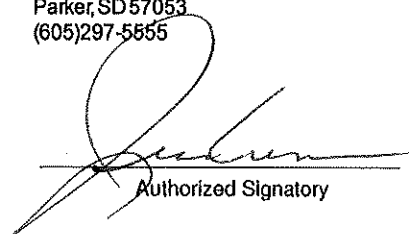
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Dakota Homestead Title Insurance Company, a South Dakota Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, Dakota Homestead Title Insurance Company has caused its Corporate Name and Seal to be hereunto affixed this Instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company on the date shown in Schedule A.

Issued by:

Turner County Title Company
255 North Main, P.O. Box 489
Parker, SD 57053
(605)297-5555



Authorized Signatory



DAKOTA HOMESTEAD
TITLE INSURANCE COMPANY

315 S. Phillips Avenue
Sioux Falls, SD 57104
(605)336-0388

By: Eric Hanson
PRESIDENT

By: Todd Mackenzie
SECRETARY

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

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.
- (i) "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.
- 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;
 - (f) Schedule B, Part II—Exceptions;
 - (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.

8. 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. INTENTIONALLY DELETED (Not Applicable in SD)

11. INTENTIONALLY DELETED (Not Applicable in SD)

Dakota Homestead Title Insurance Company

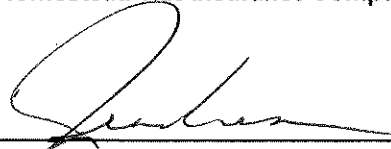
SCHEDULE A

Address reference (not applicable to coverage):

Office File Number: 25-TI-14921

1. Commitment Date: September 18, 2025 at 08:00 AM
2. Policy or policies to be issued:
 - a. ALTA 2021 Owner Policy (07/01/2021)
[X] Standard Coverage [] Extended Coverage
Proposed Insured: TO BE DETERMINED
Proposed Amount of Insurance: \$ 1,000.00
The estate or interest to be insured: Fee Simple
 - b. ALTA 2021 Loan Policy (07/01/2021)
[] Standard Coverage [] Extended Coverage
Proposed Insured:
Proposed Amount of Insurance: \$ 0.00
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:
Pronghorn Land LLC
5. The Land is described as follows:
The West Half of the Southwest Quarter (W 1/2 SW 1/4) of Section Seventeen (17), Township Ninety-Seven (97) North, Range Fifty-Three (53) West of the 5th P.M., Turner County, South Dakota, except Davey Tract No. 1 thereof, according to the recorded plat thereof.

Dakota Homestead Title Insurance Company

By: 

Turner County Title Company

255 North Main, P.O. Box 489, Parker, SD 57053
(605)297-5555

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Dakota Homestead 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.

Dakota Homestead Title Insurance Company

SCHEDULE B - PART I
ALTA COMMITMENT

Office File Number: 25-TI-14921

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 a Warranty Deed be executed and recorded conveying title from Pronghorn Land LLC to the purchaser of the property.
6. THE COMPANY requires the enclosed South Dakota Data Breach Notification Law Compliance Forms be completed by the Sellers/ Buyers/ Mortgagees and returned to our office.
7. The enclosed Affidavit of Entity as to Liens and Encumbrances must be completed, signed and returned to our office.
8. The enclosed Affidavit of Purchasers as to Liens and Encumbrances must be completed, signed and returned to our office. NOTE: THIS WILL BE PROVIDED WHEN FURTHER INFORMATION IS AVAILABLE.
9. The enclosed Non-Residential's Affidavit must be signed and returned to our office.
10. THE COMPANY requires a written a written statement in the form of a resolution from the members of Pronghorn Land LLC that 1) authorizes the sale and transfer of this land to the purchaser of the property, and 2) designates a member or manager of the LLC to execute the deed and all other transactional documents on behalf of Pronghorn Land LLC..
11. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land. We may make additional requirements and exceptions.
12. AS referenced in Schedule A, this Commitment does not purport to insure any particular transaction, it is being issued as a preliminary or "To Be Determined" Commitment only, and is being issued as a courtesy. This Commitment must be updated and reissued in order to insure a specific transaction.
13. ALL open mortgages must be satisfied of record.
14. THE COMPANY requires the complete "MAILING" address of the Buyers so that we may issue their final policy to them.

END OF SCHEDULE B - PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Dakota Homestead 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.

Dakota Homestead Title Insurance Company

SCHEDULE B - PART II
ALTA COMMITMENT

Office File Number: 25-TI-14921

Exceptions From Coverage

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. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
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. (a) Unpatented mining claims; (b) reservations or exceptions 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.
7. Taxes or special assessments which are not shown as existing lien 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 notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Any Service, installation or connection charge for Sewer, water or electricity.
9. Any right, title, or interest in any minerals, minerals rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
10. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the final title policy.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Dakota Homestead 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.

SCHEDULE B - PART II
EXCEPTIONS
(Continued)

Office File Number: 25-TI-14921

12. VESTED DRAINAGE RIGHT FORM, dated June 13, 1992, filed June 16, 1992 @ 9:10 A.M. and recorded in Book 41 of Misc., page 288, Turner County Records, claims the right of drainage from the SE 1/4 Sec 18-97-53 through ditches onto the SW 1/4 Sec 17-97-53.
13. VESTED DRAINAGE RIGHT FORM, dated June 30, 1992, filed June 30, 1992 @ 3:00 P.M. and recorded in Book 41 of Misc., page 63A, Turner County Records, claims the right of drainage from the S 1/2 SW 1/4 Sec 17-97-53 through ditches onto the NW 1/4 Sec 17-97-53.
14. VESTED DRAINAGE RIGHT FORM, dated June 30, 1992, filed June 30, 1992 @ 3:00 P.M. and recorded in Book 41 of Misc., page 64A, Turner County Records, claims the right of drainage from the S 1/2 SW 1/4 Sec 17-97-53 through ditches onto the NW 1/4 Sec 17-97-53.
15. VESTED DRAINAGE RIGHT FORM, dated June 30, 1992, filed June 30, 1992 @ 3:00 P.M. and recorded in Book 41 of Misc., page 65A, Turner County Records, claims the right of drainage from the S 1/2 SW 1/4 Sec 17-97-53 through ditches onto the NW 1/4 Sec 17-97-53.
16. VESTED DRAINAGE RIGHT FORM, dated June 26, 1992, filed June 30, 1992 @ 3:10 P.M. and recorded in Book 41 of Misc., page 70A, Turner County Records, claims the right of drainage from the NW 1/4 Sec 20-97-53 through ditches onto the SW 1/4 Sec 17-97-53.
17. LOCATION NOTICE DRYDRAW, dated August 22, 1977, filed August 29, 1977 @ 10:00 A.M. Said Dry Draw is located in the SW 1/4 SW 1/4 Sec 17-97-53.
18. THIS COMMITMENT shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.
19. REAL ESTATE TAXES for the year 2025 and subsequent years which constitute a lien but are not due and payable. Real Estate Taxes for the first half of 2024 payable by April 30, 2025 in the amount of \$433.34 are paid; the second half of the 2024 Real Estate Taxes payable by October 31, 2025 in the amount of \$433.34 are unpaid. Parcel ID#: 17000-09753-17300
20. Note: Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Turner County. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in that office are not covered by this Commitment.

END OF SCHEDULE B - PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Dakota Homestead 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.



Parcel Details

Breakout

Parcel Number: 17000-09753-17300
Taxpayer: PRONGHORN LAND LLC
Mailing Address: PRONGHORN LAND LLC
2132 32ND AVE
BROOKINGS, SD 57006
Legal: W1/2SW1/4 EXC DAVEY TRACT #1
17-97-53
Acres: 75.36
County: TURNER COUNTY
School: VIBORG-HURLEY SCHOOL
Tax: SWAN LAKE TWP
Other: VERM BASN WATER DEV
Other: TURNER CNTY FIRE

TOWNSHIP \$102.42
COUNTY \$346.40
VERM BASN WATER \$2.54
DEV
TURNER CNTY FIRE \$3.38
SCHOOL-AG \$411.94
First Payment \$433.34
Second Payment \$433.34
Total \$866.68
Outstanding \$433.34
Interest \$0.00
Total Outstanding \$433.34
Treasurer Trust No

Payment

Filed on 12/27/2022 8:30 AM
Document # 93563 Type: WARRANTY DEED
Book: 121 of DEED
Page: 30 # of Pages: 2

Prepared by: Ward Law Office
PO Box 497
Viborg, SD 57070
(605) 326-5282

By Amanda J. Rand
Amanda J. Rand, Register of Deeds 118144
Fee \$ 30.00
Return To: Ward Law Office
Po Box 497
Viborg, SD 57070



Alpha ☒
Num ☐ Comp ☐
Margin ☒ Comp ☒
Scan ☐ Comp ☐

WARRANTY DEED

WAYNE M. DAVEY, a married person, grantor, of 45428 US Hwy 18, Hurley, SD 57036; CURT D. DAVEY, a married person, grantor, of 47512 258th St, Renner, SD 57055; and JEAN A. SKONHOVD, a married person, grantor, of 45454 US Hwy 18, Hurley, SD 57036, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, grant, convey and warrant to:

PRONGHORN LAND, LLC, grantee, of 2132 32nd Ave, Brookings, SD 57006

the following described real estate in the County of Turner in the State of South Dakota:

The West Half of the Southwest Quarter (W1/2SW1/4) of Section Seventeen (17), Township Ninety-seven (97) North, Range Fifty-three (53) West of the 5th P.M., Turner County, South Dakota, except Davey Tract No. 1 thereof, according to the recorded plat thereof

Transfer fee: \$437.50

Grantors warrant that said property is not used or claimed as a homestead by grantors or by any spouse of grantors.

Dated this 21st day of December, 2022.

Wayne M. Davey
Wayne M. Davey

Jean A. Skonhovd
Jean A. Skonhovd

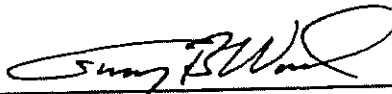
Curt D. Davey
Curt D. Davey

STATE OF SOUTH DAKOTA
SS
COUNTY OF TURNER

On this the 21st day of December, 2022, before me, the undersigned officer, personally appeared Wayne M. Davey, Curt D. Davey and Jean A. Skonhovd, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.





Gary B. Ward
Notary Public - South Dakota

My commission expires June 8, 2025.