

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Black Hills Title, Inc.
Issuing Office: 245 N. Main Street, Spearfish, SD 57783-0459
Issuing Office's ALTA® Registry ID: 1015746
Loan ID Number:
Commitment Number: 86003
Issuing Office File Number: 86003
Property Address: 22251 N Rochford Rd., Lead, SD 57754
Revision Number:

1. **Commitment Date:** September 11, 2020 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Standard

TBD

Proposed Insured: TBD

(b) 2006 ALTA Loan Policy

Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

The Synod of Lakes and Prairies of the United Presbyterian Church in the United States of America, a Minnesota non-profit corporation, as legal successor in title to The Synod of South Dakota of the United Presbyterian Church in the United States of America, a South Dakota corporation.

5. **The Land is described as follows:**

The Etna No. 1 Lode, Etna Lode, Etna No. 2 Lode, Epsilon Lode, Gamma Lode, Alpha Lode, Omega Lode, Montana Fraction Lode, Montana Lode, Labrie Lode and the Beta Lode Mining Claims of Mineral Survey No. 1697 as defined and described in patent of record

***Note: This Title Commitment is for informational purposes only. No coverage is insured or given until a buyer and purchase price is determined and given to the title company.**

STEWART TITLE GUARANTY COMPANY

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 86003

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 86003

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 86003

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. Record Release(s) or Satisfaction(s) of the items on Schedule B – Section Part II (Exceptions) which are not to appear on the policy.
6. The Title Company requires a Seller's Affidavit to be signed and returned to the Title Company.
7. Documents Satisfactory to the Title Company creating the interest in the land and/or mortgage to be insured that must be signed, delivered and recorded, including (without limitation) the following:
 - Warranty Deed, executed by The Synod of Lakes and Prairies of the United Presbyterian Church in the United States of America, a Minnesota non-profit corporation, as legal successor in title to The Synod of South Dakota of the United Presbyterian Church in the United States of America, a South Dakota corporation, conveying subject property to TBD.
 - The Title Company requires a resolution stating who is authorized to sign the Warranty Deed on behalf of the Seller, before the subject property will be insured.

Notes for General Purposes:

- * Endorsements to be issued with loan policy: None
- * Exceptions 1 thru 7 on Schedule B Part II will be deleted on Extended Coverage Policies, unless the requirements as listed above are not met to the satisfaction of the Title Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 86003

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 86003

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 and not shown by the Public Records 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 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 notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
8. The 2020 real estate taxes and/or any special assessments, a lien, not yet due and payable.

The 2019 real estate taxes payable in 2020 are as follows:

1st half due by April 30, 2020: \$58.73, paid in full

2nd half due by October 31, 2020: \$58.73, paid in full

Tax Parcel ID # 26680-01697-000-00.

9. The terms, conditions and stipulations of the Agreement for Transfer of Real Estate and Personal Property recorded as Document No. [80-425](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 86003

SD ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. Statutory easement for highway along the section line (or lines) bounding (or within) the land herein described as disclosed in SDCL 31-18.
11. Any loss or damage, or claim of loss or damage, arising from the fact that public record does not disclose access to or from said land, except as may be provided by section line right-of-way.
12. Reservations of mineral rights, mining rights and easements incidental thereto as recorded in the following Documents: [Book 331 Page 209](#), [Book 343 Page 19](#), [Book 403 Page 123](#), Document No. [79-4947](#), Document No. [80-3561](#) (Mineral Deed to Costner), Document No. [90-4867](#), Mineral Deed Document No. [2010-03863](#), and Document No. [2010-03864](#). The title company makes no representation as to the ownership of this interest.
13. Any claim or right of claim in and to any homeowners/condo association dues/fees and/or unpaid utility, water and/or sewer services or fees for tree, weeds, grass and/or snow removal.
14. Reservations and/or Exceptions in Patents and/or in Acts authorizing the issuance of Patents from the United States of America and/or the State of South Dakota, as recorded in the Register of Deeds, Lawrence County, South Dakota.

We find no poor, state or federal tax liens or judgments of record in the offices of the Register of Deeds or Clerk of Courts of the County and State listed in Schedule A, against the following names if title is vested in them:

TBD

Except as specifically set out above (if any).

This policy report does not include a search for financing statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the Register of Deeds, covering timber, growing crops, or fixtures, wherein the land is described other than by metes and bounds, the rectangular survey system or by recorded lot and block.

Title policy will issue subject to the above exceptions and to any other liens, encumbrances or instruments that may be placed of record subsequent to the date of this report.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 86003

SD ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



AGREEMENT FOR TRANSFER OF REAL ESTATE
AND PERSONAL PROPERTY

DATED June 8, 1978

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the sum of \$1.00 and other valuable consideration the receipt of which and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That The Synod of Lakes and Prairies of the United Presbyterian Church in the United States of America, a Minnesota non-profit corporation, hereinafter referred to as the "Seller," and Presbytery of South Dakota of the United Presbyterian Church in the United States of America, a South Dakota non-profit corporation, hereinafter referred to as "Buyer," agree that said Seller agrees to transfer all of its right, title, estate, and interest in certain camp properties in the State of South Dakota hereinafter referred to as Camp Koda, Pioneer Camp, and Camp Rimrock to the "Buyer" subject to all liens, encumbrances, restrictions, easements, mineral interests, water rights, timber rights, flowage rights, leasehold interests, grazing rights, and growing crops, existing on said camp properties to "Buyer" no later than December 31, 1978;

2. That said transfer of camp properties shall include all of the real, personal, and mixed property owned by, belonging to, in possession of, or situated at said camp properties and the legal description of the real estate, inventory of personal property, outstanding

leasehold interests, reservations and rights known to the "Seller" as of the date of this agreement. Said descriptions and inventories are attached as Exhibits hereto and incorporated by reference herein.

3. "Buyer" agrees to take the title of all real, personal or mixed property constituting the camp properties of Camp Koda, Pioneer Camp, and Camp Rimrock situated in the State of South Dakota together with and subject to all liens, encumbrances, restrictions, easements, mineral interests, water rights, timber rights, flowage rights, leasehold interests, grazing rights, and growing crops existing on said camp properties existing as of the date of the transfer and agrees to assume responsibility for all debts against the real, personal, and mixed property as of the date of transfer including operating losses.

4. "Buyer" understands that "Seller" makes no warranties beyond those expressly stated in transfer documents given in connection with the transfer of the property, either expressed or implied, as to the status of title or the merchantability or fitness for use of any of the property transferred herein or any other warranty in connection with the said transfer of camp properties,

5. The transfer documents subject to the conditions stated above shall include but not be limited to quit claim deeds of real estate, assignments of leasehold interests, and bills of sale of personal property;

6. The "Seller" shall not be liable for any abstract continuation, recording fees, unpaid taxes or special assessments outstanding on the property, or title examination fees in connection with

the transfer of the aforesaid camp properties and all such expenses shall be the obligation of the "Buyer."

7. The "Seller" will cancel all of its insurance coverages as of the date of transfer of said camp properties which are applicable as of the date of the transfer including all mortgagee's and lienholders of record as additional insureds.

8. The "Seller" shall not be liable for any claims for damages or any liability arising out of the camp operations subsequent to the date of transfer of title, and all claims arising out of camp operations thereafter shall be the obligation of the "Buyer."

9. Any loss incurred because of fire, wind, theft or hail occurring to the camp properties or improvements, growing crops, timber, on said camp properties prior to the date of transfer will not be replaced, rebuilt, or replanted or reforested by the "Seller," and the "Buyer" agrees to take camp properties "as is" at the date of transfer.

A. "Seller," however, agrees to apply any proceeds from existing insurance coverages in the event of any such loss or casualty to assist "Buyer" in replacing, rebuilding, replanting, or reforesting said camp properties to the extent such insurance proceeds are available if "Buyer" decides to rebuild, repair, replace, replant, or reforest such losses.

B. If "Buyer" does not desire to rebuild, replace, repair, replant, or reforest such camp properties, the "Seller" shall retain said insurance proceeds.

C. "Buyer" shall notify "Seller" of its intent as to

what extent it intends to make such repairs, etc; Then "Seller" agrees to apply such insurance proceeds to assist "Buyer" in making agreed upon repairs, etc.

10. All utilities, taxes assessments, rents and profits outstanding shall be prorated as between "Buyer" and "Seller" as of the date of transfer;

11. The appropriate officers of "Seller" and "Buyer" will execute all documents necessary and proper to complete the above transaction.

12. All past, present, and future gifts or trusts for the use and benefit of said camps arising before or after date of transfer will be turned over to "Buyer" by "Seller" at date of transfer or thereafter to be used for the same or similar purposes to meet the donor's intent.

DOC. NO. 80-425

1988 FEB 20 AM 10:20

YVONNE C. FOREHAN
LAWRENCE COUNTY
REGISTER OF DEEDS

Fee 6.00

The Synod of Lakes and Prairies of
the United Presbyterian Church in
The United States of America, "Seller"

by *Samuel Morrison*
Moderator

and by *Howard W. Jurgens*
Stated Clerk

Presbytery of South Dakota of the
United Presbyterian Church in the
United States of America, "Buyer"

by *Peter R. Vandewer*
Chairman of Board of Trustees

and by *Robert W. Rupp*
Stated Clerk

EXHIBIT B.

LEGAL DESCRIPTION - PIONEER CAMP

The Etna No. 1 Lode, Etna Lode, Etna Lode No. 2, Epsilon Lode, Gamma Lode, Alpha Lode, Omega Lode, Montana Fraction Lode, Montana Lode, Labrie Lode and the Beta Lode Mining Claims, Constituting Mineral Survey No. 1697, as designated by the Surveyor General in the Rochford Mining District, South Dakota, recorded in the office of the Register of Deeds in and for Lawrence County, South Dakota subject to a reservation of 50% of all gas, oil and minerals located in or under the premises together with the right of ingress and egress for the purpose of prospecting for, mining or drilling or removing any of such oil, gas and minerals in Book 331, Page 209.

GEORGE MORTENSON, a single man, of Spearfish, Butte County, South Dakota,
and THEODORE R. COCHRAN and LENORE M. COCHRAN, his wife, of Newcastle, Weston
County, Wyoming,

grantor: ~~of~~ _____, County, State of _____

for and in consideration of One Dollar and other valuable consideration ~~XXXXXX~~

GRANT, CONVEY AND WARRANT TO JACOB F. CHAFFIN

grantee of Sturgis, South Dakota
lode mining claims
containing in the County of Lawrence

P. O. the following described
in the State of South Dakota;

described as follows:

THE ETA NO. 1 LOBE; THE ETA LOBE; THE ETA NO. 2 LOBE;
THE EPSILON LOBE; THE GAMMA LOBE; THE OMEGA LOBE; THE
MONTANA FRACTION LOBE; THE ALPHA LOBE; THE MONTANA LOBE;
THE LAMB LOBE and THE BETA LOBE MINING CLAIMS CONSTITUTING
M. S. NO. 1697 IN THE ROCKFORD MINING DISTRICT, SOUTH DAKOTA,

reserving unto the Grantor, George Mortenson, a full fifty (50)
per cent of all of the gas, oil and minerals located in or under
all of said premises together with the right of ingress and egress
for the purpose of prospecting for, mining or drilling or removing
any of such oil, gas or minerals.

This reservation shall continue during the lifetime of the Grantor,
George Mortenson, and upon the death of George Mortenson, all rights
so reserved shall revert to the Grantee.

Dated this 25th day of November 19 55

George Mortenson
Theodore R. Cochran
Lenore M. Cochran

STATE OF WYOMING
County of WESTON

On this the 25th day of November 19 55, before me,

the undersigned officer, personally appeared
Theodore R. Cochran and Lenore M. Cochran, his wife, known to me or satisfactorily
proven to be the person whose name is subscribed to the within instrument and ac-
knowledged that he executed the same for the purposes therein contained.

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

My commission expires:

My Commission expires June 25, 1959

Notary Public Weston

County, South Dakota
Wyoming

Jacob F. Chaffin and Doris C. Chaffin, husband and wife,

grantor^s, of

Meade County, State of South Dakota for and in consideration of

DOLLARS,

GRANTS, CONVEYS and WARRANTS to First Presbyterian Church of Sturgis, South Dakota, a South Dakota Corporation,

grantee, of

Sturgis, South Dakota

P. O., the

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

The Etna No. 1 Lode; the Etna Lode; the Etna No. 2 Lode; the Epsilon Lode; the Gamma Lode; the Omega Lode; the Montana Fraction Lode; Alpha Lode; the Montana Lode; the Larrie Lode and the Beta Lode Mining Claims constituting M. S. No. 1697 in the Rochford Mining District, South Dakota; subject to the reservation of gas, oil and minerals by George Mortenson in a Warranty Deed recorded in Book 331 page 209 in the office of the Register of Deeds of Lawrence County, South Dakota. Consideration less than \$100.00 - no documentary stamps required

218377
Office of Register of Deeds
State of South Dakota
County of Lawrence

Filed for record this 22 day
of May 1958 at 2:50 PM
in Book No. 242
Page 19
Samuel R. Wilson
Register of Deeds
By Deputy

Dated this 13th day of May 1958

Jacob F. Chaffin
Doris C. Chaffin

STATE OF SOUTH DAKOTA

County of MEADE

On this 13th day of May in the year 1958, before me personally

appeared Jacob F. Chaffin and Doris C. Chaffin, husband and wife,

known to me (or proved to me on the oath of

) to be the person^s who are described in and who executed

the within instrument, and acknowledged to me that they executed the same.



My commission expires Oct. 10, 1959

Ruth S. Williams
Notary Public

AFFIDAVIT

STATE OF WYOMING)
) SS.
COUNTY OF PLATTE)

Jacob F. Chaffin being first duly sworn on his oath deposes and says as follows:

This affiant is the owner of and in possession of the following described real property situated in the County of Lawrence, State of South Dakota:

The Etna No. 1 Lode; the Etna Lode; the Etna No. 2 Lode; the Epsilon Lode; the Gamma Lode; the Omega Lode; the Montana Fraction Lode; the Alpha Lode; the Montana Lode; the Larrie Lode and the Beta Lode Mining Claims Constituting M. S. No. 1697 in the Rochford Mining District, South Dakota.

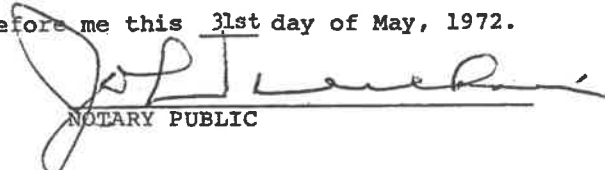
Title to said property was obtained by this affiant through warranty deed from George Mortenson and others dated November 25, 1955, and filed of record in Book 331 page 209 of the records of the Register of Deeds of Lawrence County, South Dakota. Under the terms and provisions of the said warranty deed, George Mortenson reserved fifty percent (50%) of all gas, oil and minerals during the lifetime only of George Mortenson and upon the death of George Mortenson, all rights were to revert to this affiant, Jacob F. Chaffin as the grantee in said deed.

George Mortenson departed this life on the 14th day of May, 1971, as shown by certified copy of death certificate attached hereto and made a part hereof by reference.

The purpose of this affidavit is to show the life estate of George Mortenson in and to said real property terminated at his death, thus vesting the remainder interest in said property in this affiant Jacob F. Chaffin.


JACOB F. CHAFFIN

Subscribed and sworn to before me this 31st day of May, 1972.


NOTARY PUBLIC



**SOUTH DAKOTA
CERTIFIED COPY OF DEATH TRANSCRIPT**

COUNTY OF LAWRENCE

COUNTY NUMBER 7091

Name	First	Middle	Last
	GEORGE	--	MORTENSON
Date of Death. (Month, Day, Year)			
May 14, 1971			
Place of Death		County	City, Town or Location
Lookout Memorial		Lawrence	Spearfish
Sex	Race	Age	Social Security No.
Male	White	78 yrs 3-17	503-44-8762 A

Name of Spouse
Never married

Father's Name	First	Middle	Last
	Egeluis	Chris	Mortenson

Mother's Maiden Name	First	Middle	Last
	Inga	--	Nelson

Informant Name
Mrs. Bertie Ripley

CAUSE OF DEATH

Immediate Cause
Thrombosis, Cerebral

Due To
Arteriosclerotic Vascular Disease

Due To

Accident () Suicide () Homicide ()

Medical Certifier—Name	Title
T. E. Mead	M. D.

Date Filed
May 14, 1971

I, A. M. LAWLER, Clerk of Courts of LAWRENCE County, certify that the above is a true and correct copy of entries appearing in the transcripts of Death



Seal of County Court Affixed at
DEADWOOD, South Dakota
this 23rd day of JUNE,
1971
A. M. Lawler
Clerk of Courts

BOOK **403** PAGE **124**

246-570
 Office of Registrar of Deeds Filed for record this 19th day of June 1971 at Spearfish, S.D.
 State of South Dakota } as A. M. and recorded in Book 403 Page 124
 County of Lawrence }
 J. M. [Signature]
 Registrar of Deeds



AFFIDAVIT PERTAINING TO SEVERED MINERAL INTEREST

STATE OF SOUTH DAKOTA)
)
COUNTY OF PENNINGTON)

Jacob F. Chaffin, being first duly sworn on his oath, deposes
and says as follows:

This affiant is the owner of and claims a severed mineral interest
consisting of an undivided fifty percent (50%) interest in all oil, gas
and mineral rights, including all leases and royalties therefor, in the
following described real property situated in the County of Lawrence,
State of South Dakota:

The Etna No. 1 Lode; the Etna Lode; the Etna No. 2 Lode;
the Epsilon Lode; the Gamma Lode; the Omega Lode, the
Montana Fraction Lode; the Alpha Lode; the Montana Lode;
the Larrie Lode and the Beta Lode Mining Claims constituting
M.S. No. 1697 in the Rochford Mining District, South Dakota.

This affidavit is made for the purpose of complying with
SDCL 43-30-8.1 so as to prevent the above-described severed mineral
interest from merging with the surface estate to the above-described
real property.

Jacob F. Chaffin

JACOB F. CHAFFIN

Subscribed and sworn to before me this 21st day of December, 1979.

David E. Merrill

NOTARY PUBLIC

David E. Merrill
NOTARY PUBLIC
My Commission Expires April 25, 1982

DOC. NO. 29-4947

1979 DEC 21 PM 1:56

YVONNE G. FOREMAN
LAWRENCE COUNTY
REGISTER OF DEEDS

Jee
209



JACOB F. CHAFFIN and GRACE M. CHAFFIN,
husband and wife,

grantors, of Sundance, Crook County,

State of Wyoming for and in consideration of

*** One Dollar and Other Valuable Consideration *** DOLLARS

GRANT, CONVEY AND WARRANT, TO TED R. COSNER

grantee, of Reno Junction, Wyoming P. O. the following described
lode mining claims
situated in the County of LAWRENCE in the State of South Dakota:

A fifty percent (50%) interest of all of the gas, oil and minerals
located in or under all of the following premises together with the
rights of ingress and egress for the purpose of prospecting for,
mining or drilling or removing any of such oil, gas or minerals on
the following described lode mining claims:

The Etna No. 1 Lode; the Etna Lode; the Etna No. 2 Lode;
the Epsilon Lode; the Gamma Lode, the Omega Lode, the
Montana Fraction Lode, the Alpha Lode; the Montana Lode;
the Larrie Lode and the Beta Lode Mining Claims constituting
M.S. No. 1697 in the Rochford Mining District, South
Dakota.

DOC. NO. 803561

1980 DEC -1 AM 9:42

N. # 9000

Dated this 12th day of September, 1980

Jacob F. Chaffin
JACOB F. CHAFFIN

Grace M. Chaffin
GRACE M. CHAFFIN

WYOMING
STATE OF ~~SOUTH DAKOTA~~
County of CROOK ss.

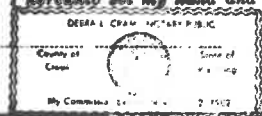
On this the 12th day of September, 1980, before me,

the undersigned officer, personally appeared
JACOB F. CHAFFIN and GRACE M. CHAFFIN, husband and wife,

known to me or satisfactorily proven to be the person^s whose name^s 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.

My commission expires



David B. Giam

Notary Public

AFFIDAVIT PERTAINING TO SEVERED MINERAL INTEREST

STATE OF WYOMING)
) ss.
County of LAWRENCE)

TED R. COSNER, of P.O. Box 690, Wright, Wyoming 82732, being first duly sworn on oath, deposes and says as follows:

This Affiant is the owner of and claims a severed mineral interest consisting of an undivided Fifty Percent (50%) interest of all of the gas, oil and minerals located in or under all of the following premises together with the rights of ingress and egress for the purpose of prospecting for, mining or drilling or removing any of such oil, gas or minerals on the following described lode mining claims, including all leases and royalties therefor, such lode mining claims being situated in the County of Lawrence, State of South Dakota, to-wit:

The Etas No. 1 Lode; the Etas Lode; the Etas No. 2 Lode; the Epsilon Lode; the Gamma Lode; the Omega Lode; the Montana Fraction Lode; the Alpha Lode; the Montana Lode; the Larrie Lode and the Beta Lode Mining Claims constituting N.S. No. 1697 in the Rochford Mining District, South Dakota.

This Affidavit is made for the purpose of complying with the provisions of Chapter 43-30A-1 et seq so as to prevent the above-described severed mineral interest from merging with the surface estate to the above-described property.

DATED this 11.22 day of November, 1990.

TED R. COSNER
TED R. COSNER

Subscribed and sworn to before me this 11.22 day of November, 1990.

JUDY R. MEYERDEN
Notary Public, State of WY
My commission expires: 11.22.1992

SEAL

200 4 22-4867

SEE 57 20 1990

90 NOV 21 PM 4:20

JUDY R. MEYERDEN
LAWRENCE COUNTY
REGISTER OF DEEDS

PREPARED BY:
Reed C. Richards
Attorney at Law
6626 Centennial Rd.
Spearfish, SD 57783
605-578-2572



Doc #: 2010-03863
Date: 08/26/2010 15:15:00
Sheree L. Green
Register of Deeds
Lawrence Co. - Fee \$12.00

EXEMPT FROM TRANSFER FEE

MINERAL DEED

TED R. COSNER, P.O. Box 690, Wright, Wyoming 82732, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, **GRANTS AND CONVEYS** to **COSNER MINERALS LIMITED PARTNERSHIP**, a Wyoming Limited Partnership, P.O. Box 690, Wright, Wyoming 82732, Grantee, all Grantor's severed mineral interest in the following described real estate in the County of Lawrence in the State of South Dakota:

The Etna No. 1 Lode; the Etna Lode; the Etna No. 2 Lode; the Epsilon Lode; the Gamma Lode; the Omega Lode; the Montana Fraction Lode; the Alpha Lode; the Montana Lode; the Larrie Lode and the Beta Lode Mining Claims constituting M.S. No. 1697 in the Rochford Mining District, South Dakota

Exempt from transfer fee: SDCL 43-4-22(14)

Dated this 18 day of August, 2010.


TED COSNER

Doc #: 2010-03863
Page 1 of 2

STATE OF WYOMING

)
) : SS
)

County of Campbell

On this the 18th day of August, 2010 before me, the undersigned officer, personally appeared Ted Cosner, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained

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



A handwritten signature in cursive script, appearing to read "Pamela S. Christensen", written over a horizontal line.

Notary Public

My comm. ex.

January 28, 2014

PREPARED BY:
Reed C. Richards
Attorney at Law
6626 Centennial Rd.
Spearfish, SD 57783
605-578-2572



Doc #: 2010-03864
Date: 08/26/2010 15:16:00
Sheree L. Green
Register of Deeds
Lawrence Co. - Fee \$12.00

AFFIDAVIT PERTAINING TO SEVERED MINERAL INTEREST

STATE OF WYOMING)
):SS
County of Campbell)

Ted R. Cosner, a general partner of Cosner Minerals Limited Partnership, a Wyoming Limited Partnership of P.O. Box 690, Wright, Wyoming 82732, being first duly sworn on oath, deposes and states as follows:

Cosner Minerals Limited Partnership is the owner of and claims a severed mineral interest consisting of an undivided Fifty Percent (50%) interest of all the gas, oil and other minerals located in or under all of the following premises together with the rights of ingress and egress for the purpose of prospecting for, mining or drilling or removing any of such oil, gas or other minerals on the following described lode mining claims, including all leases and royalties therefore, such lode mining claims being situated in the County of Lawrence, State of South Dakota, to-wit:

The Etna No. 1 Lode; the Etna Lode; the Etna No. 2 Lode; the Epsilon Lode; the Gamma Lode; the Omega Lode; the Montana Fraction Lode; the Alpha Lode; the Montana Lode; the Larrie Lode and the Beta Lode Mining Claims constituting M.S. No. 1697 in the Rochford Mining District, South Dakota

This Affidavit is made for the purpose of complying with the provisions of Chapter 43-30A-1 et seq so as to prevent the above described severed mineral interests from merging with the surface estate.


Dated this 18th day of August, 2010.

COSNER MINERALS LIMITED PARTNERSHIP

By: 
Ted R. Cosner, General Partner

Subscribed and sworn to before me this 18th day of August, 2010.




Notary Public
My comm. ex. January 28, 2014