



418 Sixth Street
Brookings, SD 57006
PH: 605-696-0100
BrookingsCountyTitleCo.com

Pre-Auction Report

Owner: Janet M. Clark, Trustee of the Clark Living Trust, dated April 12, 2004

Legal Description:

The Southwest Quarter (SW¹/₄), EXCEPT Lots 1 and 2 of Hollis D. Nipe Subdivision, in Section Thirty-four (34), Township One Hundred Eighteen (118) North, Range Fifty (50), West of the 5th P.M., Grant County, South Dakota

EXCEPTIONS:

- 1. Real Estate Taxes for 2023 payable in 2024 as shown below, Real Estate Taxes for all subsequent years, and any Special Assessments hereafter levied. (1st installment due April 30 & 2nd installment due October 31)**
Parcel/Record No. 15.50.34.3000: 1st ½: \$386.88 paid; 2nd ½: \$386.88 paid
- 2. Easement for Waterfowl Management Rights, dated April 7, 2003 and recorded February 5, 2004 in Book 231 of Miscellaneous, Page 261**

COUNTERSIGNATURE REPORT

Issued by: **GRANT COUNTY TITLE CO.**
603 S. Dakota Street, Milbank, SD 57252

File No.: **17207**

Order No.: **17207**

1. Effective Date: **July 26, 2024 at 07:59 AM**
2. The estate or interest in the land described or referred to in this Report and covered herein is:
Fee Simple
3. Title to the estate or interest in said land is at the Effective Date vested in:
Janet M. Clark, Trustee of the Clark Living Trust, dated April 12, 2004
4. The land referred to in this Report is described as follows:
The SW1/4, except Lots 1 and 2, Hollis D. Nipe Subdivision, in Section 34, Township 118 North, Range 50 West of the 5th P.M., Grant County, South Dakota
NOTE: Rural, SD
5. A search of the land referred to in this Report showed the following:
 - a. **2023 real estate taxes, due and payable in 2024, are paid in full in the amount of \$773.76, Parcel ID# 15.50.34.3000**
 - b. **Reservations contained in U.S. Patent, dated 08/07/1889, recorded in Patent Record 2, page 132, with reference to water and mineral rights.**
 - c. **Easement for waterfowl management rights as created by conveyance of easement by and between Sue M. Nipe, a single person, and the United States of America, acting by and through the Secretary of the Interior or his authorized representative, by Conveyance of Easement for Waterfowl Management Rights, dated 04/07/2003, and recorded in Miscellaneous Record 231, page 261 on 02/05/2004, as Document #205979.**

NOTE:

We have searched the record for Judgments, State and Federal Tax liens, Mechanic's liens, and County Aid liens levied against: Clark Living Trust dated April 12, 2004

And find the following: None


Authorized Countersignature

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Sue M. Nipe, a single person,

Document # 205979
at 10:00 A.M. Falls, South Dakota
STATE OF SOUTH DAKOTA COUNTY OF GRANT-SS
Recorded this 5th day of February, 2004
at 9:00 A.M. Bock 031 Page 261
Garron South Guade
Register of Deeds 27002

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d(c); the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901; and the Land and Water Conservation Fund Act, 16 U.S.C. 4061-9(a)(1), authorize the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of Three thousand seven hundred--- Dollars (\$ 3,700.00), the parties of the first part do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within twelve months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement (in perpetuity) or right of use for the maintenance of the land described below as a waterfowl production area, including the right of ingress and egress on, over, across and through any and all lands as described below by authorized representatives of the United States.

The lands covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or manmade causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. The lands described on Exhibit A, and the aforementioned right of ingress to and egress extends on, over, across and through any and all lands within the following described legal

subdivision(s) in Grant County, State of South Dakota, to-wit:
T. 118 N., R. 50 W., 5th P.M.
sec. 34, SW $\frac{1}{2}$

Subject, however, to all valid existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights.

The parties of the first part, for themselves, their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining filling, leveling, and burning provisions mentioned above.

Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior of his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as herein above described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

NO. 205979
BOOK 271 PAGE 262

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Ms. Sue M. Nipe, 7014 W 56th St., Sioux Falls, SD 57106 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 7th day of April, 2003

Sue M. Nipe (L.S.) _____ (L.S.)
 Sue M. Nipe
 _____ (L.S.) _____ (L.S.)
 _____ (L.S.) _____ (L.S.)
 _____ (L.S.) _____ (L.S.)
 _____ (L.S.) _____ (L.S.)
 _____ (L.S.) _____ (L.S.)
 _____ (L.S.) _____ (L.S.)

ACKNOWLEDGMENT

STATE South Dakota)
 COUNTY OF Minnehaha) ss

On this 7th day of April before me personally appeared Sue M. Nipe, a single person

and who executed the foregoing instrument and acknowledged to me that they (he / she) executed the same as their (his / her) free act and deed.



Sandra L. Raussis
 Notary Public

My commission expires: 11/20/2003

ACCEPTANCE

The Secretary of the Interior acting by and through his authorized representative, has executed this agreement on behalf of the United States this SEP 02 2003 day of _____

THE UNITED STATES OF AMERICA
 By [Signature]
 CHIEF, DIVISION OF REALTY
 Title: _____
 U.S. Fish and Wildlife Service

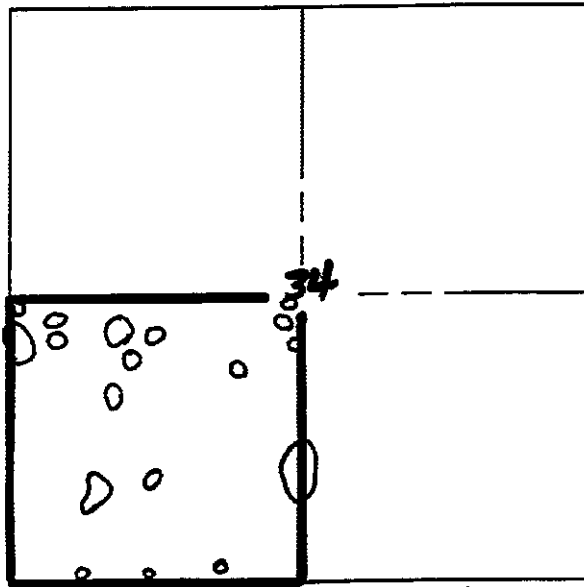
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

NO. 205979
BOOK 231 PAGE 263

TRACT 211X

MAP 1 of 1

WATERFOWL PRODUCTION AREA Grant COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 118 N., R. 50 W., 5th PRINCIPAL MERIDIAN
sec. 34, SW $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 4/7/03 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

Eric M. Nye
Landowner Signature

Landowner Signature


Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

- _____ Boundary of Easement Description
 Wetlands covered by provisions of the easement

Prepared by: Roger J. Turnquist

Date: 02/10/03

Document # 25969
STATE OF SOUTH DAKOTA COUNTY OF GRANT-ss
Recorded this 14th day of November 2004
at 9:25 A M Book 231 Page 1200
Karen Jaquet
Register of Deeds 20.00 pd

STATE OF SOUTH DAKOTA)
) SS DURABLE GENERAL POWER OF ATTORNEY
COUNTY OF GRANT)

Known all men by these presents, which are intended to constitute a DURABLE GENERAL POWER OF ATTORNEY, that I, *Lorraine Mosey*, the undersigned, of *Wilton, S.D.* hereby make, constitute, and appoint *Debra J. Bennett*, of *Wilton, S.D.*, my true and lawful Attorney-in-Fact for me and in my name, place, and stead:

- A. To establish accounts of all kinds for me with financial institutions of any kind; to modify, terminate, make deposits to and write checks on and endorse checks for or make withdrawals from all accounts in my name or with respect to which I am an authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts, and to contract for any services rendered by any financial institution.
- B. To sell and buy real, personal, intangible or mixed property, upon such terms and conditions as may seem appropriate.
- C. To prepare, sign and file Federal, state and/or local income, gift, property or other tax returns, claims or related documents.
- D. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate dispositions of, as my agent deems appropriate, all cash rights to payments of cash, property, rights and/or benefits to which I am now or may in the future become entitled, regardless of the identify of the individual or public or private entity involved (and for purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes.
- E. To make health care decisions for me to the same extent that I could make such decisions for myself.

I further give and grant to my said Attorney-in-Fact full power to do and perform every act necessary to be done in the exercise of any powers as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and affirming all that my said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof.

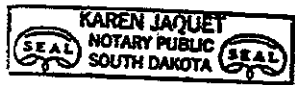
This power of attorney shall not be affected by disability of the principal. This power to be effective the *14th* day of *November*, *2003*
Dated this *14th* day of *November*, *2003*

Lorraine Mosey
Principal's Signature

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF GRANT)

On this *14th* day of *November*, *2003*, before me, the undersigned officer, personally appeared *Lorraine Mosey*, known to me or satisfactorily proven to be the person who is described in and who executed the within instrument and acknowledged to me that he/she executed the same for the purposes therein contained.

Karen Jaquet
Notary Public: South Dakota
My commission expires: *3-19-04*



THE UNITED STATES OF AMERICA.

Homestead Certificate No. 4002 } ss. To all to Whom these Presents shall Come--GREETING:
Application 12790

WHEREAS, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Waterloo Dakota Territory whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Andrew Johanson has been established and duly consummated, in conformity to law, for the

South west quarter of section thirty four in township one hundred and eighteen north of range fifty west of the Fifth Principal Meridian in Dakota Territory, containing one hundred and sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office the Surveyor General.

NOW, KNOW YE, That there is, therefore, granted by the United States unto the said Andrew Johanson the tract of land above described.

Andrew Johanson TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said Andrew Johanson and to his his heirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

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



Given under my hand, at the City of Washington, the seventh day of August, in the year of our Lord one thousand eight hundred and eighty nine, and of the Independence of the United States the one hundred and fourteenth

BY THE PRESIDENT: Benjamin Harrison

By M. McKeane Secretary.

Recorded Vol. 10 Page 70 G Tyler Recorder of the General Land Office

STATE OF SOUTH DAKOTA, }
COUNTY OF GRANT.

Filed for Record at 9:40 o'clock A. M. September 11th A. D. 1893, and recorded in Book 2 of Patents, on page 152

By _____ Deputy. Alfred Morrell Register of Lands.