



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

Pre-Auction Report

Effective Date: March 6, 2025

Owner:

The Bradley K. Krumrey Trust Agreement dated 2-27-2003 AND The Susan M. Krumrey Trust Agreement dated 2-27-2003

Legal Description:

The North 1,270.50 feet of the Southeast Quarter (SE¼), except the West 295.16 feet of the North 147.58 feet, of Section Eight (8) Township One Hundred Eleven (111) North, Range Fifty-Six (56) West of the 5th P.M., in Kingsbury County, South Dakota

EXCEPTIONS:

1. Conveyance of Easement for Waterfowl Management Rights. Recorded April 21, 1965 and recorded in Book 21 of Miscellaneous, page 439
 - a. Amendment to conveyance of Easement for waterfowl management rights. Filed December 11, 1989 in Book 31 of Miscellaneous, page 631
2. Right of Way Easement- Kingbrook Rural Water System. Recorded September 21, 1977 in Book 25 of Miscellaneous, page 330
3. Access Easement recorded December 12, 2022 in Book 56 of Miscellaneous, page 124
4. Real Estate Taxes for 2024 payable in 2025 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. 8334: 1st ½: \$318.10 unpaid; 2nd ½: \$318.10 unpaid

No. 8336

141700-1000-1000-1000-1000-1000

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

93X

THIS INDENTURE, by and between Clarence Stubbe and Blanche Stubbe, his wife, of De Smet, South Dakota 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, section 4 of the Migratory Bird Hunting Stamp Act of March 18, 1934, as amended by section 3 of the Act of August 1, 1936 (72 Stat. 466, 16 U. S. C., sec. 719d (c)), authorizes 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 SIX hundred fifty Dollars (\$ 650.00) the parties of the first part 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 SIX 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 111 N., R. 56 W., 5th P.M., section 8, S1/2

Kingsbury County, South Dakota

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

The parties of the first part, for themselves and for 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 or permitting the draining, through the transfer of appointment water rights or other means, of any surface water including lakes, ponds, streams, sloughs, swales, arroyos, or potholes, now existing or hereafter to be created, or by any other means, by not filling in with earth or any other material or leveling, any part or portion of the above-described tract, by clearing or any other means, by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter to be created, or by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and they neither they nor their assigns, heirs, or any other person or party claiming under them shall in any way be restricted from carrying on farming operations such as, grazing, hay cutting, plowing, weeding 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.

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 or 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 hereinafter 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.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Clarence Stubbe at De Smet, South Dakota and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies authorized by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. Contract No. 14-16-0003-10410

4. 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 in any benefit to arise therefrom. 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.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and when the Attorney General or in appropriate cases, the Public Solicitor of the Department of the Interior shall have approved the instrument herein set stated in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 19 day of February, 1965.

Clarence Stubbe (L.S.)
Blanche Stubbe (L.S.)
EMMA A. MOORE (Witness) (L.S.)
RUTH LEE (Witness) (L.S.)

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA, ss.
County of Kingsbury
On this 19 day of February, 1965, before me personally appeared Clarence Stubbe and Blanche Stubbe, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

VIOLA T. CURLEY
Notary Public
Official Title

(SEAL)

My commission expires 10-13-1967

ACCEPTANCE

This indenture is accepted on behalf of the United States this 16 day of Apr 1965 under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 450 (1).

THE UNITED STATES OF AMERICA

By W. P. SCHAEFER
/s/ W. P. Schaefer
(Title) Acting Regional Director
Bureau of Sport Fisheries and Wildlife.

STATE OF SOUTH DAKOTA KINGSBURY COUNTY
Filed for record the 22 day of April A.D. 1965 at 1 o'clock and 20 minutes P.M., and recorded in Book 21 of Misc. on page 439.

DONALD D. MENZEL Register of Deeds

AMENDMENT TO CONVEYANCE OF EASEMENT FOR WATERFOWL
MANAGEMENT RIGHTS

WHEREAS, a Conveyance of Easement For Waterfowl Management Rights entered into by Clarence Stubbe and Blanche Stubbe, his wife, of DeSmet, South Dakota, and the United States of America and its assigns, Washington, D.C., dated February 19, 1965, and recorded in Book 21, page 439, of the records of Kingsbury County, South Dakota and described as:

T. 111 N., R. 56 W., 5th E.M. Kingsbury County, South Dakota section 8, S $\frac{1}{4}$, except the West 295.16 feet of the North 147.58 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, and except the West 295.16 feet of the South 295.16 feet of the SE $\frac{1}{4}$.

In consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid by the United States, the receipt of which is hereby acknowledged, the parties agree that the existing easement be amended as follows:

The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A, including the right to maintain structure outlets at the mean sea level (MSL) elevations specified.

The parties hereto agree that all other terms and conditions as set forth in the aforementioned Easement will remain unaltered.

IN WITNESS WHEREOF, the vendors have hereunto signed their names the 23 day of October, 1989.

Clarence Stubbe
Clarence Stubbe
Blanche Stubbe
Blanche Stubbe, also known as Blanche D. Stubbe

The Secretary of the Interior, acting by and through his authorized representative as executed this amendment on behalf of the United States of America on DEC 14 1989, 19.

03841

STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY
I, William B. Barney, Register of Deeds, do hereby certify that this instrument was recorded on page 51 of Book 21 of the records of Kingsbury County, South Dakota, on the 23 day of October, 1989, at 11:00 o'clock AM.
Register of Deeds Deputy

THE UNITED STATES OF AMERICA
By Paul D. Hartman
Senior Realty Officer
U.S. Fish & Wildlife Service
FEE \$2.00 (Title)
RECORDED
INDEXED
GRANTOR
GRANTEE
ACKNOWLEDGEMENT

STATE OF South Dakota) ss
COUNTY OF Kingsbury)

On this 23 day of October, 1989, before me personally appeared Clarence Stubbe and Blanche Stubbe, his wife, also known as Blanche D. Stubbe known to me to be the person(s) who are described in and who executed the within instrument, acknowledged to me that they executed the same.

William B. Barney
My Commission Expires:



RIGHT-OF-WAY EASEMENT

No. 01258

Education Supply & Printing Co., Mitchell, S. D. 57501

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to

Clarence Stubbe and Blanche Stubbe

hereinafter referred to as GRANTOR, by KINGBROOK RURAL WATER SYSTEM, INC., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove the water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, under, across and through the land of the GRANTOR, situated in Kingsbury County, State of South Dakota, said land being described as follows:

SE 1/4 8-111-56

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement.

The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

GRANTEES agree that they will, following any excavation for pipeline, return the premises to their former condition as is reasonably possible at no expense to GRANTORS.

The grant and other provisions of this agreement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 16th day of July, 19 77.

CLARENCE STUBBE (SEAL)

BLANCHE STUBBE (SEAL)

STATE OF SOUTH DAKOTA, County of Kingsbury } ss.

On this the 16th day of July, 19 77, before me, Rodney J. Steele the undersigned officer, personally appeared Clarence Stubbe and Blanche Stubbe known to me or satisfactorily proven to be the person s whose name s are subscribed to the within instrument and acknowledged that the y executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

RODNEY J. STEELE Notary Public, State of South Dakota.

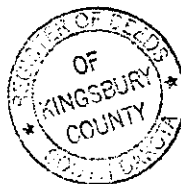
My Commission expires: 9-8-80

STATE OF SOUTH DAKOTA, County of Kingsbury } ss.

Filed for record the 21 day of Sept., A. D. 19 77 at 2 o'clock and minutes P. M., and recorded in Book 25 of Misc. on page 330

DONALD D. MENZEL Register of Deeds.

By Deputy.



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 12/12/2022 at 9:40 AM
and Recorded in Book 56 of Misc
on Page 124. Document # 48897

Recording Fee: \$30.00 Page: 1 of 3
Transfer Fee: \$0.00

Caryn J. Hojer
By Brian C. Tarkenton Register of Deeds Deputy

PFEE \$30.00
RECORDED
INDEXED
COMPL.

Prepared by:

Terry D. Wiczorek
Attorney At Law
P.O. Box 251
Brookings, SD 57006
(605) 692-2883

ACCESS EASEMENT

This Access Easement is made and entered into this 29 day of November, 2022, by Madonna R. Riley, Trustee of the MADONNA R. RILEY REVOCABLE TRUST U/D/T February 10, 2016, of 2145 57th Avenue South, Fargo, North Dakota 58104, hereinafter designated as Grantor.

WHEREAS, Grantor is the owner of the following described real property:

The North 1,270.5 Feet of the Southeast Quarter (SE ¼), except the West 295.16 Feet of the North 147.58 Feet of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Eight (8), Township One Hundred Eleven (111) North, Range Fifty-six (56) West of the 5th P.M., in Kingsbury County, South Dakota.

which property is hereinafter referred to as "Parcel 1":

WHEREAS, KINGBROOK RURAL WATER SYSTEM, INC., of P.O. Box 299, 302 East Ash Street, Arlington, South Dakota 57212, hereinafter designated as Grantee, is the owner of the following described real property:

The West 295.16 Feet of the North 147.58 Feet of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section 8, Township 111 North, Range 56 West of the 5th P.M., in Kingsbury County, South Dakota.

which property is hereinafter referred to as "Parcel 2":

WHEREAS, Grantor, by the use of this Access Easement intends to grant to Grantee an easement or right of way over Parcel 1, by the most direct route possible, for the purposes of free and unrestricted ingress to and egress from Parcel 2.

WITNESSETH, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor Madonna R. Riley, Trustee of the Madonna R. Riley Revocable Trust U/D/T February 10, 2016, does

hereby grant, bargain, sell and convey to Kingbrook Rural Water System, Inc., its heirs and assigns:

An Access Easement on and across the following described real property:

The North 1,270.5 Feet of the Southeast Quarter (SE ¼), except the West 295.16 Feet of the North 147.58 Feet of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Eight (8), Township One Hundred Eleven (111) North, Range Fifty-six (56) West of the 5th P.M., in Kingsbury County, South Dakota.

limited to the most direct route possible, causing the least inconvenience and disturbance to Grantor, along the north border of Parcel 1, for the purpose of making ingress to and egress from Parcel 2 as described above and that Grantee shall be entitled to free and unrestricted ingress and egress to and from Parcel 2 for any use deemed appropriate by Grantee, or Grantee's agents, tenants or assigns.

Said Easement is appurtenant to and for the benefit of Grantee, the present owner of the following described real property:

The West 295.16 Feet of the North 147.58 Feet of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section 8, Township 111 North, Range 56 West of the 5th P.M., in Kingsbury County, South Dakota.

Said Easement shall run with Grantor's land and the title thereto, and be binding upon Grantor and its heirs and assigns, and any person who shall hereafter acquire title to Grantor's property.

IN WITNESS WHEREOF, Grantor hereby sets its hand and seal on the day and year hereinabove written.

MADONNA R. RILEY REVOCABLE TRUST
U/D/T February 10, 2016

By: Madonna R. Riley, Trustee
MADONNA R. RILEY, Trustee

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Cass)

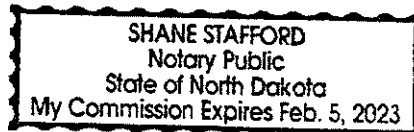
On this the 29 day of November, 2022, before me, the undersigned officer, personally appeared Madonna R. Riley, who acknowledged that she is the Trustee of the MADONNA R. RILEY REVOCABLE TRUST U/D/T February 10, 2016, and that she, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Trustee.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public – State of North Dakota

My commission expires:
Feb 5th 2023



KINGSBURY COUNTY TREAS
 PO BOX 166
 DE SMET SOUTH DAKOTA 57231
 (605) 854-3411

03/06/2025

Parcel Information for Bill #: 2025- 1 - 3807

Record #: 8334

TAXPAYER: BRADLEY K & SUSAN M KRUMREY REVOCABLE TR
 PO BOX 134
 BUFFALO LAKE MN 55314

Prop Addr: STR 8-111-56

Title:

Legal: DE SMET TOWNSHIP
 N1270' OF SE 8-111-56 EXCLUDING THE W295.16' OF
 THE N147.58' OF THE NESE

8 - 111 - 56 0 - 0

School: 38-2

Acres / Lots: 76.00

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	318.10	.00	.00	318.10		0
2nd Half:	318.10	.00		318.10		0
Totals:	636.20			636.20		
***** Interest ***** Thru: 03/06/2025						

Total Valuation:	AG	NA-Z	OO	M-OO	NA	M
	73711	0	0	0	0	0
Total Tax:	636.20	.00	.00	.00	.00	.00

1st half paid by:
 2nd half paid by: