

McCook County

ACREAGE SITES AUCTION

2 ACREAGE SITES

Thursday
June 20th
at 5:00 PM

OWNER:

**GREG & BONNIE
NUGTEREN LIVING TRUST**



44628 SD HWY 44, Marion SD phone: 800-251-3111

web: wiemanauction.com

fax: 605-648-3102

"We Sell The Earth And Everything On It!"

**2 – McCOOK COUNTY ACREAGE SITES AT PUBLIC AUCTION LOCATED
MINUTES WEST OF SIOUX FALLS - 6-ACRE SITE WITH MATURE TREES & HIGHWAY ACCESS
22.07 ACRES WITH 15-YEAR OLD TREE GROVE- RURAL WATER- GREAT HORSE OR LIVESTOCK ACREAGE**

The following acreage sites will be offered at public auction located from junction of Hwy. 42 and Lake Vermillion Oil (451st Ave) go 2 ¼ miles south west side of the road or near the junction of 267th St and 451st Ave. on:

THURSDAY JUNE 20

5:00 P.M.

Come take a look at two acreage sites already developed with mature trees, utilities, & ready to build your dream home on. Just a short drive west of Sioux Falls and close to the Lake Vermillion Recreational area. One acreage would accommodate the executive style acreage and the other geared toward the livestock acreage owner. Great Location – Great Property – Great Opportunity

TRACT ONE: 6-ACRE SITE

LEGAL: Tract 2 of Nugteren Add in the NE ¼ of Section 33, 101-53 McCook County, SD.

- This acreage site has mature trees on the north and west side. Existing driveway approach with highway frontage and only 24-miles from city of Sioux Falls.
- Rural Water available for hookup.
- Property surveyed and platted with 1-building eligibility to transfer to buyer.
- All pertinent info available in buyers packet

TRACT TWO: 22.07 ACRE SITE

LEGAL: Tract 3 of Nugteren Add in the NW ¼ of Section 33, 101-53 McCook County, SD.

LOCATION: From Tract One, ¼ mile north and ½ mile west south side of the road.

- This acreage site offers a great view, existing tree grove, and TM Rural water to the property. All in grass with good fences a great location for horses, or livestock come take a look and imagine the possibilities.
- Seller to install a new driveway approach prior to closing.
- Trees are enrolled in CRP and pays \$285/year until 9-30-2020. CRP payment will be prorated to date of possession.
- Property surveyed and platted with 1-building eligibility to transfer to buyer. Several areas that would allow for walk out basement potential.

TO INSPECT THE PROPERTY: We invite you to inspect the property at your convenience. Cattle are grazing on Tract 2 to view this tract contact owners for private showing. Buyers packet are available by calling the auctioneers at 800-251-3111 or visit www.wiemanauktion.com for buyers packet and to view drone video footage.

TERMS: Cash sale with 15% (non-refundable) down payment auction day with the balance or before July 30, 2019. Warranty deed to be granted with the cost of title insurance split 50-50 between buyer and seller. Taxes to be prorated to date of possession. Sold subject to owners approval and all easements of record. Come prepared to buy!!

GREG & BONNIE NUGTEREN LIVING TRUST– OWNERS

605-750-0243

Wieman Land & Auction Co. Inc.
Marion, SD 800-251-3111

Turner County Title
Closing Agent

Aerial Map

TRACT ONE
6 ACRE SITE



Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2019 www.AgriDataInc.com

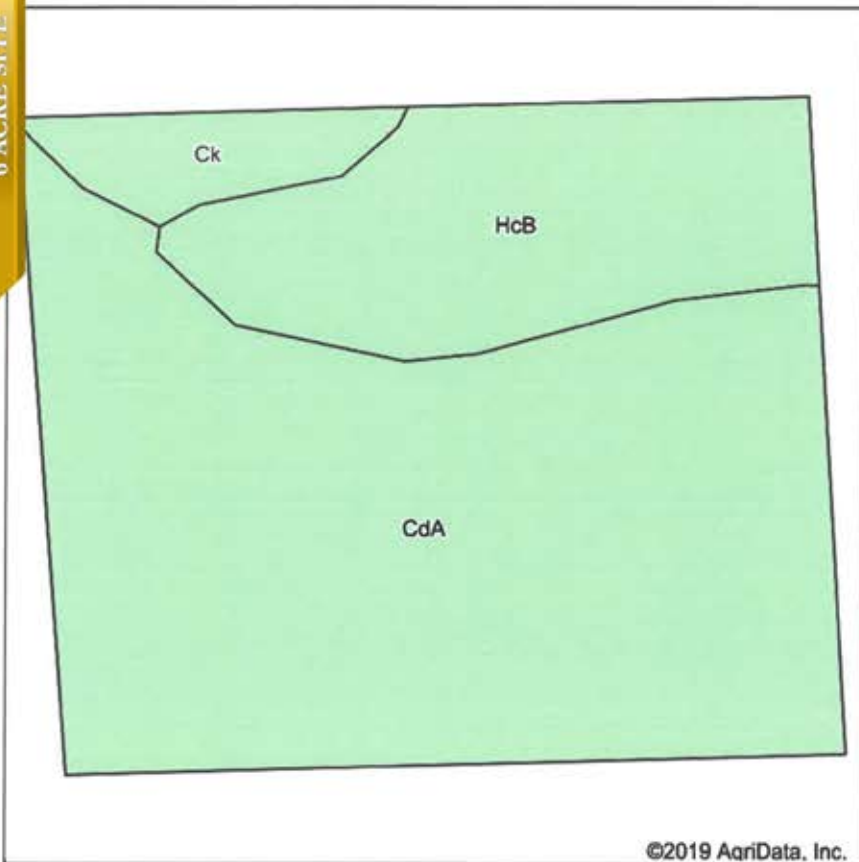
map center: 43° 30' 25.15, -97° 11' 57.45

33-101N-53W
McCook County
South Dakota



Field borders provided by Farm Service Agency as of 5/21/2008.

Soils Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
 County: **McCook**
 Location: **33-101N-53W**
 Township: **Spring Valley**
 Acres: **6**
 Date: **5/17/2019**



Maps Provided By:



Area Symbol: SD087, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Productivity Index
CdA	Clarno-Bonilla loams, 0 to 2 percent slopes	4.23	70.5%	IIC	88
HcB	Hand-Davison loams, 2 to 5 percent slopes	1.45	24.2%	IIE	70
Ck	Crossplain clay loam	0.32	5.3%	IIW	77
Weighted Average					83.1

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

PLAT OF TRACT 2 OF NUGTEREN ADDITION

AN ADDITION IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 101 NORTH,
RANGE 53 WEST OF THE 5TH PRINCIPAL MERIDIAN, MCCOOK COUNTY, SOUTH DAKOTA.



LEGEND:

- SET 5/8" REBAR W/CAP #9592
- FD. MONUMENT
- △ SECTION CORNER (AS NOTED)
- (R) RECORD INFORMATION
- AC. ACRES
- S.F. SQUARE FEET
- U.E. UTILITY EASEMENT
- A.E. ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- R/W RIGHT-OF-WAY
- R.M.C. RECORDS OF MCCOOK COUNTY
- N.T.S. NOT TO SCALE
- EASEMENT LINE
- PREVIOUSLY PLATTED PROPERTY LINE

NOTES:
BASIS OF BEARINGS IS UTM-ZONE 14

THIS PLAT WAS PREPARED WITHOUT THE
BENEFIT OF A TITLE COMMITMENT.

EASEMENTS OF RECORD WERE NOT
RESEARCHED AND ARE NOT SHOWN ON
THE PLAT.



PREPARED BY:

Midwest
Land Surveying, Inc.
Land Surveying and GPS Consulting
211 E. 14th Street Suite 100
Sioux Falls, South Dakota 57104
Phone: (605) 339-8901 FAX: (605) 274-8951

Prepared by:
Kevin Wieman
PO Box 148
Marion SD 57043

RIGHT TO FARM NOTICE COVENANT

You are hereby notified that the property you are purchasing is located near agricultural land, agricultural operations or agricultural processing facilities or operations. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facility operations. Agricultural operations may include, but are not limited to, the following: the cultivation, harvesting, and storage of crops; livestock production; ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State, and County laws. Discomforts and inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents, and/or the operation of machinery (including aircraft) during any 24-hour period. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomforts as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. You are also notified that there may be the potential for agricultural or agricultural processing operations to expand. This notification shall extend to all landowners, their heirs, successors or assigns and because it is required pursuant to a conditional use permit, may not be removed from the record title without consent of the McCook County Planning Commission.

Property Owner Name and/or Address _____

Legal Description: Tract 2, Nugteren Addition in the NE ¼ of Section 33-101-53, McCook County, South Dakota

Signature

State of South Dakota
County of McCook

On this the ____ day of _____, 2019, before me, _____, the undersigned officer, personally appeared _____, known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and acknowledged that _____ executed the same for the purposes contained.

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

My Commission Expires: _____

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: McCook County Abstract & Title Insurance, Ltd.
 Issuing Office: 401 N. Nebraska St., P.O. Box 506, Salem, SD 57058
 ALTA® Universal ID:
 Loan ID Number:
 Commitment Number: TI-8414.
 Issuing Office File Number: TI-8418
 Property Address: Not applicable for coverage.,

SCHEDULE A

1. Commitment Date: May 17, 2019 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
 - Proposed Insured: TO BE DETERMINED
 - Proposed Policy Amount: \$ 1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
GREG & BONNIE NUGTEREN LIVING TRUST dated August 1, 2013, and any amendments thereto
5. The Land is described as follows:
TRACT TWO (2) OF NUGTEREN ADDITION, AN ADDITION IN THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY THREE (33), TOWNSHIP ONE HUNDRED ONE (101) NORTH, RANGE FIFTY THREE (53), West of the 5th P.M., McCook County, South Dakota, according to the recorded plat thereof.

Subject to easements, restrictions, and reservations of record, if any.

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

By: Tina Wegman
 McCook County Abstract & Title Insurance, Ltd., Agent

This page is only a part of a 2016 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.

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ASSOCIATION



(TI-8418.PFD/TI-8418/3)

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

**SCHEDULE B, PART I
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. Requirements may be included as Special Exceptions on SCHEDULE B, PART II.
6. Marital status of any Grantor &/or Mortgagor must be stated on the documents to be insured by the policies (Ownership Deed and/or Mortgage). If married, spouses must sign documents.
7. Seller/Mortgagor Affidavit and/or Purchaser Affidavit (PROVIDED WITH THIS COMMITMENT) to be executed and returned to McCook County Abstract & Title.
8. WE WILL REQUIRE A "CERTIFICATE OF TRUST" BE FILED WITH THE NEW OWNERSHIP DEED.

**SCHEDULE B, PART II
Exceptions**

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. General Exceptions:
 1. Rights or claim of parties in possession not shown by the public records.*
 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and physical 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.*
 3. Easements, or claims of easements, not shown by the public records.*

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(TI-8418.PFD/TI-8418/3)

SCHEDULE B
(Continued)

4. 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.*
5. (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.*
6. 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.*
7. Any service, installation or connection charge for sewer, water or electricity.*
8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.*

* Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 will not appear as printed exceptions on extended coverage policies except as to such parts thereof which may be typed as a Special Exception.

Special Exceptions:

3. Any charges for municipal &/or rural services (i.e. water, sewer, correction of nuisance conditions, etc.) are the responsibility of the parties to this transaction. For information regarding the existence of any such bills, contact the appropriate municipal office.
4. Accrued taxes and assessments for the year 2019 and subsequent years, not yet due or delinquent.
NOTE: 2018 Real Estate Taxes payable in 2019 are PAID IN FULL.
5. The Commitment/Policy does not insure amount of acres of land legally described in Schedule A.
6. The land described in Commitment / Policy shall not be deemed to include any house trailer or mobile home standing on the premises, if applicable.
7. This preliminary & informational commitment provides no title insurance. Once a buyer and purchase amount is available, contact our office to update and issue an "official" commitment.
8. MORTGAGE executed by Greg Nugteren and Bonnie Nugteren, Trustees or their successors in trust under the "Greg & Bonnie Nugteren Living Trust, under date of August 1, 2013 -to- First Bank and Trust, dated May 1, 2017; in the principal amount of _____, FILED May 3, 2017 at 9:30 A.M., and recorded in Book 209 of Mortgages, Page 635. (Describes N1/2NE1/4 33-101-53)
9. MORTGAGE executed by Greg Nugteren and Bonnie Nugteren, Trustees or their successors in trust under the "Greg & Bonnie Nugteren Living Trust, under date of April 28, 2017; in the principal amount of _____ FILED May 3, 2017 at 9:35 A.M., and recorded in Book 209 of Mortgages, Page 636. (Describes N1/2NE1/4 33-101-53)
10. EASEMENT executed by Ervin J. Erickson -to- McCook County, SD; dated April 12, 1968; FILED April 16, 1968 at 11:20 A.M., and recorded in Book 129 of Deeds, Page 256.
11. RIGHT OF WAY EASEMENT executed by Greg Nugteren and Bonnie Nugteren, Trustees -to- TM Rural Water

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(TI-8418.PFD/TI-8418/3)

SCHEDULE B
(Continued)

District, dated November 5, 2013; FILED November 12, 2013 at 8:35 A.M., and recorded in Book 186 of Deeds, Page 261.

12. Statutory Easement for highway along the section line (or lines) bounding (or within) the land herein described.

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(TI-8418.PFD/TI-8418/3)



Aerial Map



Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2019 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008

map center: 43° 30' 25.15, -97° 11' 57.45

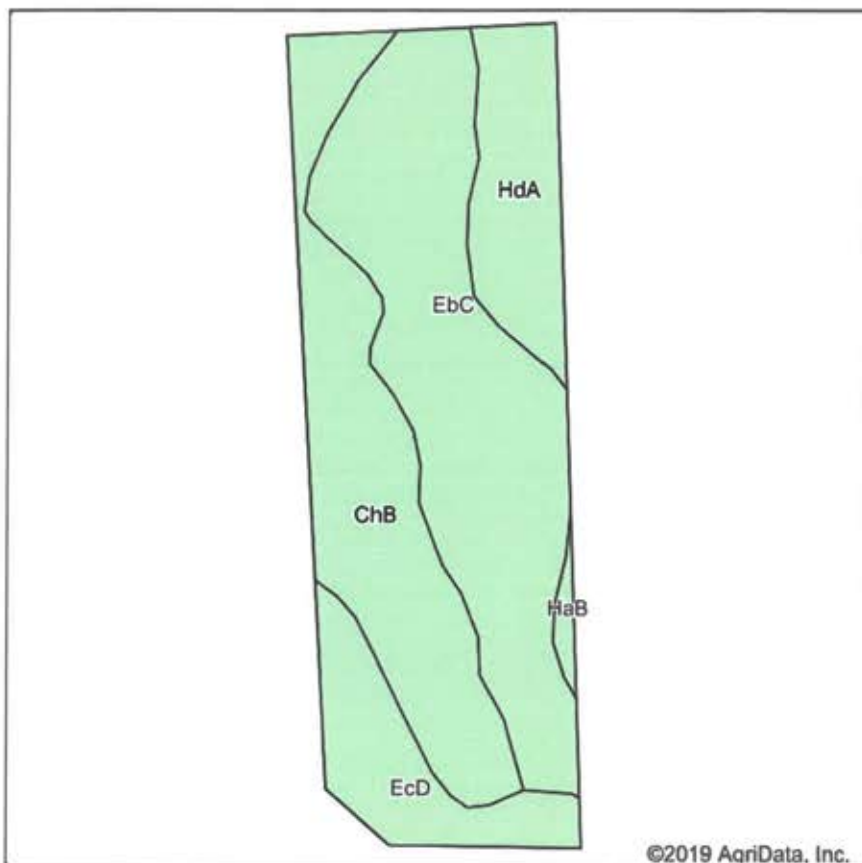
33-101N-53W
McCook County
South Dakota

0ft 823ft 1647ft



5/17/2019

Soils Map



Soils data provided by USDA and NRCS.

State: **South Dakota**County: **McCook**Location: **33-101N-53W**Township: **Spring Valley**Acres: **22.07**Date: **5/17/2019**

Maps Provided By:



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www.AgriDataInc.com



Area Symbol: SD087, Soil Area Version: 20

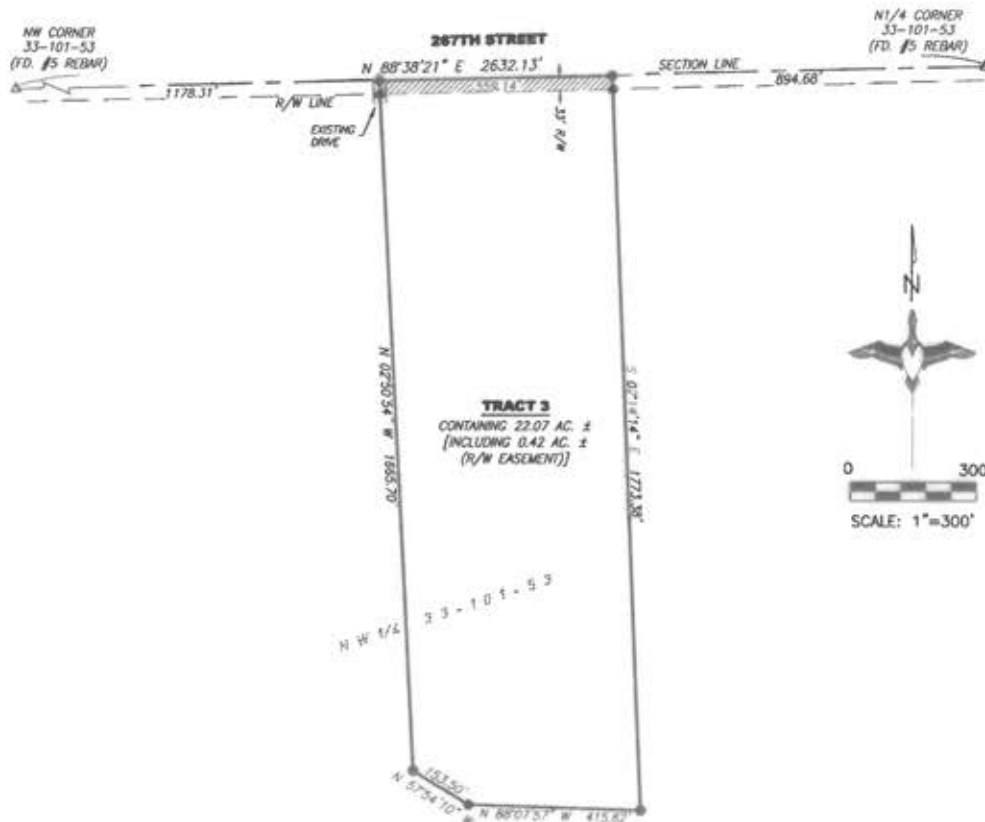
Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Productivity Index
EbC	Clarno-Ethan-Bonilla loams, 2 to 9 percent slopes	9.66	43.8%	IIIe	69
ChB	Clarno-Ethan-Bonilla loams, 1 to 6 percent slopes	6.61	30.0%	IIe	78
HdA	Hand-Davison-Crossplain complex, 0 to 2 percent slopes	2.88	13.0%	IIc	78
EcD	Ethan-Betts loams, 9 to 15 percent slopes	2.68	12.1%	VIe	30
HaB	Hand loam, 3 to 6 percent slopes	0.24	1.1%	IIe	80
Weighted Average					68.3

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

PLAT OF TRACT 3 OF NUGTEREN ADDITION

AN ADDITION IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 101 NORTH,
RANGE 53 WEST OF THE 5TH PRINCIPAL MERIDIAN, MCCOOK COUNTY, SOUTH DAKOTA.



LEGEND:

- SET 5/8" REBAR W/CAP #9592
- FD. MONUMENT
- △ SECTION CORNER (AS NOTED)
- (R) RECORD INFORMATION
- AC. ACRES
- S.F. SQUARE FEET
- U.E. UTILITY EASEMENT
- A.E. ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- R/W RIGHT-OF-WAY
- R.M.C. RECORDS OF MCCOOK COUNTY
- N.T.S. NOT TO SCALE
- EASEMENT LINE
- PREVIOUSLY PLATTED PROPERTY LINE



NOTES:

BASIS OF BEARINGS IS UTM-ZONE 14

THIS PLAT WAS PREPARED WITHOUT THE
BENEFIT OF A TITLE COMMITMENT.

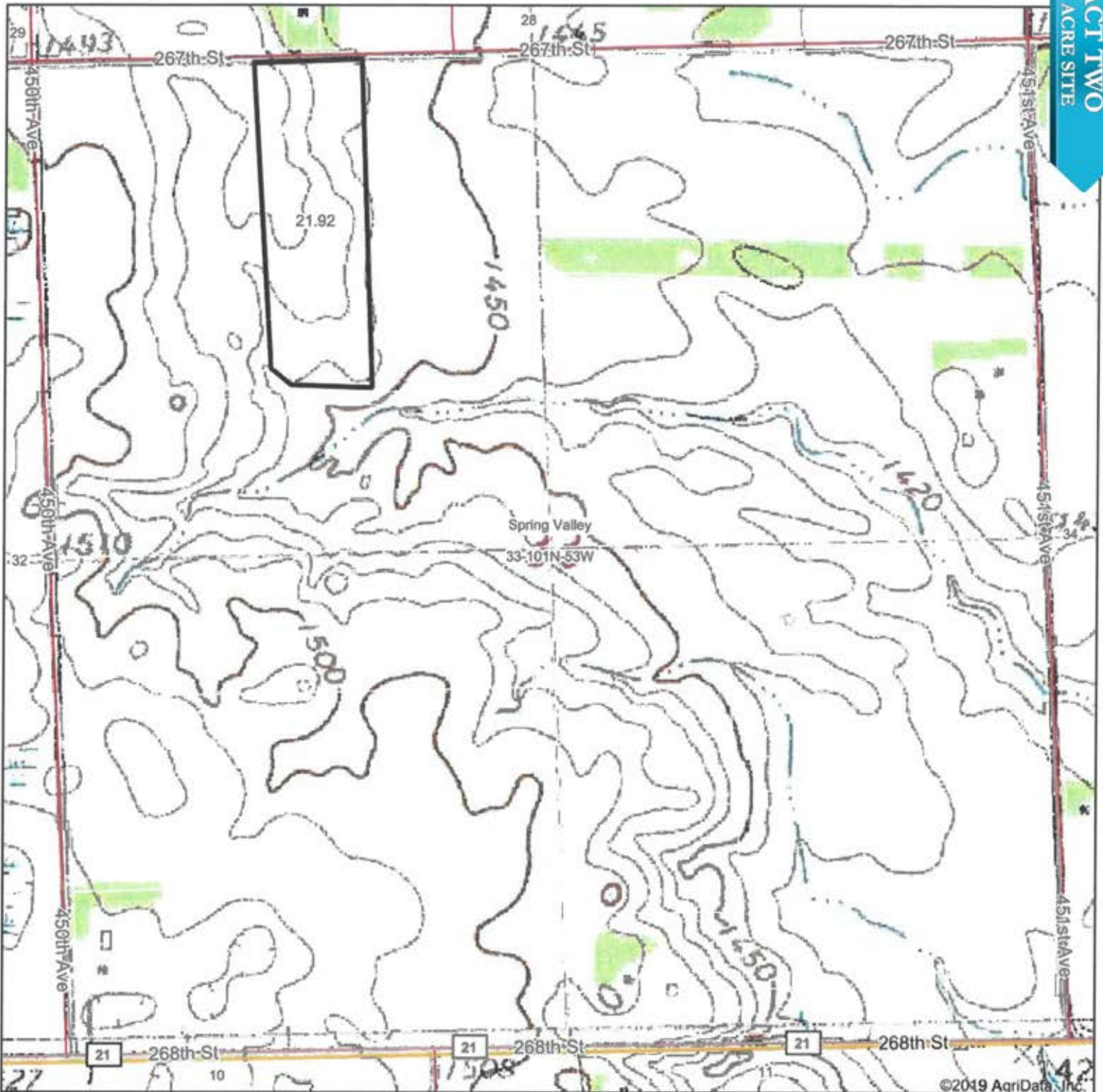
EASEMENTS OF RECORD WERE NOT
RESEARCHED AND ARE NOT SHOWN ON
THE PLAT.

PREPARED BY:

Midwest
Land Surveying, Inc.
Land Surveying and GPS Consulting
211 E. 14th Street Suite 100
Sioux Falls, South Dakota 57104
Phone: (605) 339-8901 FAX: (605) 274-8951

Topography Map

TRACT TWO
22.07 ACRE SITE



Maps Provided By:



map center: 43° 30' 25.15, -97° 11' 57.45

33-101N-53W
McCook County
South Dakota

0ft 823ft 1647ft



5/17/2019

Field borders provided by Farm Service Agency as of 5/21/2008.

This form is available electronically.

Page 1 of 1

CRP-1
(10-22-15)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation1. ST. & CO CODE & ADMIN.
LOCATION

46 125

2. SIGN-UP NUMBER

30

CONSERVATION RESERVE PROGRAM CONTRACT

3. CONTRACT NUMBER
112784. ACRES FOR ENROLLMENT
4.10

7A. COUNTY OFFICE ADDRESS (Include Zip Code)

TURNER COUNTY FARM SERVICE AGENCY

655 E 4TH ST

PARKER, SD 57053-0000

5. FARM NUMBER
100196. TRACT NUMBER(S)
7862

8. OFFER (Select one)

GENERAL

ENVIRONMENTAL PRIORITY

9. CONTRACT PERIOD

FROM:
(MM-DD-YYYY)
10-01-2005TO:
(MM-DD-YYYY)
09-30-2020

7B. TELEPHONE NUMBER (Include Area Code): (605) 297-5564

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use as determined by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

10A. Rental Rate Per Acre \$ 69.46

11. Identification of CRP Land (See Page 2 for additional space)

10B. Annual Contract Payment \$ 285

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
7862	9	CP16A	4.10	\$ 5,685

10C. First Year Payment \$

(Item 10C applicable only to continuous sign-up when the first year payment is prorated.)

12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):

GREG NUGTEREN
26735 451ST AVE
MONROE, SD 57047-6501

(2) SHARE

100.00%

(3) SIGNATURE

(4) DATE (MM-DD-YYYY)

B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):

GREG & BONNIE NUGTEREN LIVING TRUST
26735 451ST AVE
MONROE, SD 57047-6501

(2) SHARE

0.00%

(3) SIGNATURE

(4) DATE (MM-DD-YYYY)

C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):

(2) SHARE

%

(3) SIGNATURE

(4) DATE (MM-DD-YYYY)

13. CCC USE ONLY

A. SIGNATURE OF CCC REPRESENTATIVE

B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.



Original - County Office Copy



Owner's Copy



Operator's Copy

WATER USAGE AGREEMENT FOR TRACT 2

This agreement entered into this the _____ day of June 2019, between Greg & Bonnie Nugteren Living Trust of 26735 451st Ave. Monroe, SD 57047 herein referred to as the **SELLERS** and

_____ herein referred to as the **BUYERS**.

Whereas, the **SELLERS** are selling 23.07 acres of land legally described as **Tract 3 Nugteren Add NW ¼ of Section 101-53 McCook County, SD**.

Whereas, the **SELLERS** have installed TM Rural Water into this property with a meter pit located in the NW corner of the property. At a later date, a pasture tap was installed along with a tire tank to supply water to grazing livestock located just to the south of this property. Another meter pit was installed to monitor the amount of gallons livestock have consumed. Said supply line and secondary meter pit are not located on the buyers property. At the end of the grazing season, the tenant of the pasture has reimbursed the owner of the acreage for the amount of gallons used at the same rate charged by TM Rural Water.

Now Therefore It Is Agreed, that both parties will work in a spirit of cooperation and good faith to continue this water usage agreement understanding that it must be beneficial to both parties. By signing below I hereby agree to the terms and conditions as described above.

AGREEMENT & ACCEPTANCE:

BUYER

SELLER

BUYER

SELLER

Prepared by:
Kevin Wieman
PO Box 148
Marion SD 57043

RIGHT TO FARM NOTICE COVENANT

You are hereby notified that the property you are purchasing is located near agricultural land, agricultural operations or agricultural processing facilities or operations. You may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facility operations. Agricultural operations may include, but are not limited to, the following: the cultivation, harvesting, and storage of crops; livestock production; ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State, and County laws. Discomforts and inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents, and/or the operation of machinery (including aircraft) during any 24-hour period. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomforts as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. You are also notified that there may be the potential for agricultural or agricultural processing operations to expand. This notification shall extend to all landowners, their heirs, successors or assigns and because it is required pursuant to a conditional use permit, may not be removed from the record title without consent of the McCook County Planning Commission.

Property Owner Name and/or Address _____

Legal Description: Tract 3, Nugteren Addition in the NW ¼ of Section 33-101-53, McCook County, South Dakota

Signature

State of South Dakota
County of McCook

On this the _____ day of _____, 2019, before me, _____, the undersigned officer, personally appeared _____, known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and acknowledged that _____ executed the same for the purposes contained.

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

My Commission Expires: _____

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: McCook County Abstract & Title Insurance, Ltd.
 Issuing Office: 401 N. Nebraska St, P.O. Box 506, Salem, SD 57058
 ALTA® Universal ID:
 Loan ID Number:
 Commitment Number: TI-8419
 Issuing Office File Number: TI-8419
 Property Address: Not applicable for coverage.

SCHEDULE A

1. Commitment Date: May 17, 2019 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
 - Proposed Insured: TO BE DETERMINED
 - Proposed Policy Amount: \$ 1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
GREG & BONNIE NUGTEREN LIVING TRUST dated August 1, 2013, and any amendments thereto
5. The Land is described as follows:
TRACT THREE (3) OF NUGTEREN ADDITION, AN ADDITION IN THE NORTHWEST QUARTER (NW14) OF SECTION THIRTY THREE (33), TOWNSHIP ONE HUNDRED ONE (101) NORTH, RANGE FIFTY THREE (53), West of the 5th P.M., McCook County, South Dakota, according to the recorded plat thereof.

Subject to easements, restrictions, and reservations of record, if any.

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

By: Ti Wegman
 McCook County Abstract & Title Insurance, Ltd., Agent

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DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

**SCHEDULE B, PART I
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. Requirements may be included as Special Exceptions on SCHEDULE B, PART II.
6. Marital status of any Grantor &/or Mortgagor must be stated on the documents to be insured by the policies (Ownership Deed and/or Mortgage). If married, spouses must sign documents.
7. Seller/Mortgagor Affidavit and/or Purchaser Affidavit (PROVIDED WITH THIS COMMITMENT) to be executed and returned to McCook County Abstract & Title.
8. WE WILL REQUIRE A "CERTIFICATE OF TRUST" BE FILED WITH THE NEW OWNERSHIP DEED.

**SCHEDULE B, PART II
Exceptions**

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. General Exceptions:
 1. Rights or claim of parties in possession not shown by the public records.*
 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and physical 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.*
 3. Easements, or claims of easements, not shown by the public records.*

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SCHEDULE B
(Continued)

4. 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.*
5. (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.*
6. 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.*
7. Any service, installation or connection charge for sewer, water or electricity.*
8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.*

* Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 will not appear as printed exceptions on extended coverage policies except as to such parts thereof which may be typed as a Special Exception.

Special Exceptions:

3. Any charges for municipal &/or rural services (i.e. water, sewer, correction of nuisance conditions, etc.) are the responsibility of the parties to this transaction. For information regarding the existence of any such bills, contact the appropriate municipal office.
4. Accrued taxes and assessments for the year 2019 and subsequent years, not yet due or delinquent.
5. 2018 Real Estate Taxes payable in 2019 are:
Parcel #16.33.2000: _____ \$2,824.10
1st 1/2 _____ \$1,412.05 PAID
2nd 1/2 _____ \$1,412.05 DUE 10/31/2019
6. The Commitment/Policy does not insure amount of acres of land legally described in Schedule A.
7. The land described in Commitment / Policy shall not be deemed to include any house trailer or mobile home standing on the premises, if applicable.
8. This preliminary & informational commitment provides no title insurance. Once a buyer and purchase amount is available, contact our office to update and issue an "official" commitment.
9. MORTGAGE executed by Greg Nugteren and Bonnie Nugteren, Trustees or their successors in trust, under the Greg & Bonnie Nugteren Living Trust, dated August 1, 2013 -to- First Bank & Trust; dated June 9, 2016; in the principal amount of _____ FILED June 13, 2016 at 9:35 A.M., and recorded in Book 208 of Mortgages, Page 995. (Re-recorded in Book 209 of Mortgages, Page 16 to correct legal description.) (Describes NW1/4 33-101-53 and other land)
10. RIGHT OF WAY EASEMENT (Unconfined) executed by Gregory T. Nugteren, AKA Greg T. Nugteren and Bonnie V. Nugteren -to- TM Rural Water District; dated May 6, 2006; FILED May 11, 2006 at 9:00 A.M., and recorded in Book 181 of Deeds, Page 279.

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SCHEDULE B
(Continued)

11. Statutory Easement for highway along the section line (or lines) bounding (or within) the land herein described.

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McCook County

**2 ACREAGE
SITES**

ACREAGE SITES AUCTION



TERMS: : Cash sale with 15% (non-refundable) down payment auction day with the balance or before July 30, 2019. Warranty deed to be granted with the cost of title insurance split 50-50 between buyer and seller. Taxes to be prorated to date of possession. Sold subject to owners approval and all easements of record. Come prepared to buy!!

Thursday
June 20th
at 5:00 PM



44628 SD HWY44, Marion SD

phone: 800-251-3111

web: wiemanauction.com

fax: 605-648-3102

"We Sell The Earth And Everything On It!"