

558 ACRES

WALWORTH COUNTY LAND

- WEDNESDAY, OCTOBER 28TH AT 1:00 PM -



"We Sell The Earth And Everything On It!"

800.251.3111 | Marion, SD | WiemanAuction.com

Wieman Land & Auction Inc., 44628 SD HWY 44, Marion SD 57043

**558 ACRES WALWORTH COUNTY TILLABLE – PASTURE LAND AT AUCTION
LOCATED NEAR JAVA, SD - OFFERED IN 3-TRACTS**

Our family has decided to sell the following land at public auction located in the Java Community Building on

**WEDNESDAY OCTOBER 28, 2026
1:00 P.M. CST**

It Is our privilege to offer 558 acres of pasture and tillable land in the tightly held Walworth County of South Dakota. Powerful tillable land, quality pasture with WEB water, and recreational and hunting ground provides an opportunity for all types of land buyers. We invite you to take a look.

TRACT ONE: 158 ACRES

LEGAL: SW ¼ of Section 2, 123-75 Walworth County, South Dakota.

LOCATION: From the SE corner of Java, SD go ½ mile east on 4th Ave/Angling Road south side of the road.

- 120.12 acres tillable with 34 acres in pasture-grass, balance in road right of ways. High indexing soils with predictable yield potential.
- Soil Production rating of 78.2. Predominant soil Highmore Silt loam (88) and Williams-Bowbells (81) and others.
- New buyer able to farm or lease out for the 2027 crop year. Annual Taxes are \$1,472.58.
- Property has US Fish & Wildlife Waterfowl Management Easement in place on the pasture located along the eastern boundary. Property has roads on 3-sides.
- Great Hunting potential for small game and waterfowl with income production from the tillable acres. Check it out!

TRACT TWO: 80-ACRES KITTY-CORNER

LEGAL: The NW ¼ of the NW ¼ and the SE ¼ of the NW ¼ all in Section 29, 124-75 Walworth County, South Dakota.

LOCATION: From the NW corner of Java, SD go 2-miles west on Hwy. 130 turn north on 312th Ave go 1 ¾ mile on the east side of the road or at the junction of 312th Ave and 128th St.

- 74.99 acres tillable with 3.4 acres in grass-rock piles balance in road right of way
- Soil production rating of 55. Predominant soils Bearpaw Loam (62) and Zahl-Williams-Zahill (56) and others.

- Annual Taxes are \$460.00 and new buyer able to farm or lease out for the 2027 crop year. This is (2) 40-acre tracts that touch in the corner creating a kiddy corner or checker board layout.

TRACT THREE: 320-ACRE PASTURE

LEGAL: The S ½ of Section 27, 123-74 Walworth County, South Dakota.

LOCATION: From Bowdle, SD go 4-miles west on Hwy. 12 turn south on 321st Ave. go ½ mile west side of the road. Or at the junction of 135th St. and 321st Ave.

- 320- acres of pasture-grazing land with good useable 4-barb fences with WEB water tap and large tire tank on the ½ mile dividing fence.
- Proper stocking rates have been maintained with limited weed pressure. Large stock dam in the SE ¼ quarter recently cleaned out.
- Property does have a Federal Grassland Easement requiring the property to be in grass for perpetuity and a US Fish & Wildlife Waterfowl Management Easement.
- Annual Taxes are \$3,175.80. New buyer will be able to graze or operate for the 2027 grazing season.
- Large grazing unit with great access just ½ mile off Hwy. 12. At present divided into two 160-acre pastures but with some work and expense could easily be developed into a pinwheel or several paddocks for intensive grazing.

TO INSPECT THE PROPERTY: We invite you to inspect the property at your convenience.

Drone video footage and buyers packets can be viewed on www.wiemanauktion.com.

Buyer packets can be mailed out by calling the auctioneers at 800-251-3111. Cattle are grazing on the pasture please close any and all gates if you enter.

TERMS: Cash sale with 15% (non-refundable) down payment auction day with the balance on or before December 11, 2026. Warranty deed to be granted with the cost of title insurance split 50-50 between buyer and seller. Sellers to pay the 2026 taxes in full. All tracts will be sold individually and not tied or offered together. Sold subject to owners approval and all easements and restrictions of record. Remember land auction held indoors at the Java Community Building.

MOSER BROTHERS LLP – OWNER

Wieman Land & Auction Co. Inc.

Marion, SD 800-251-3111

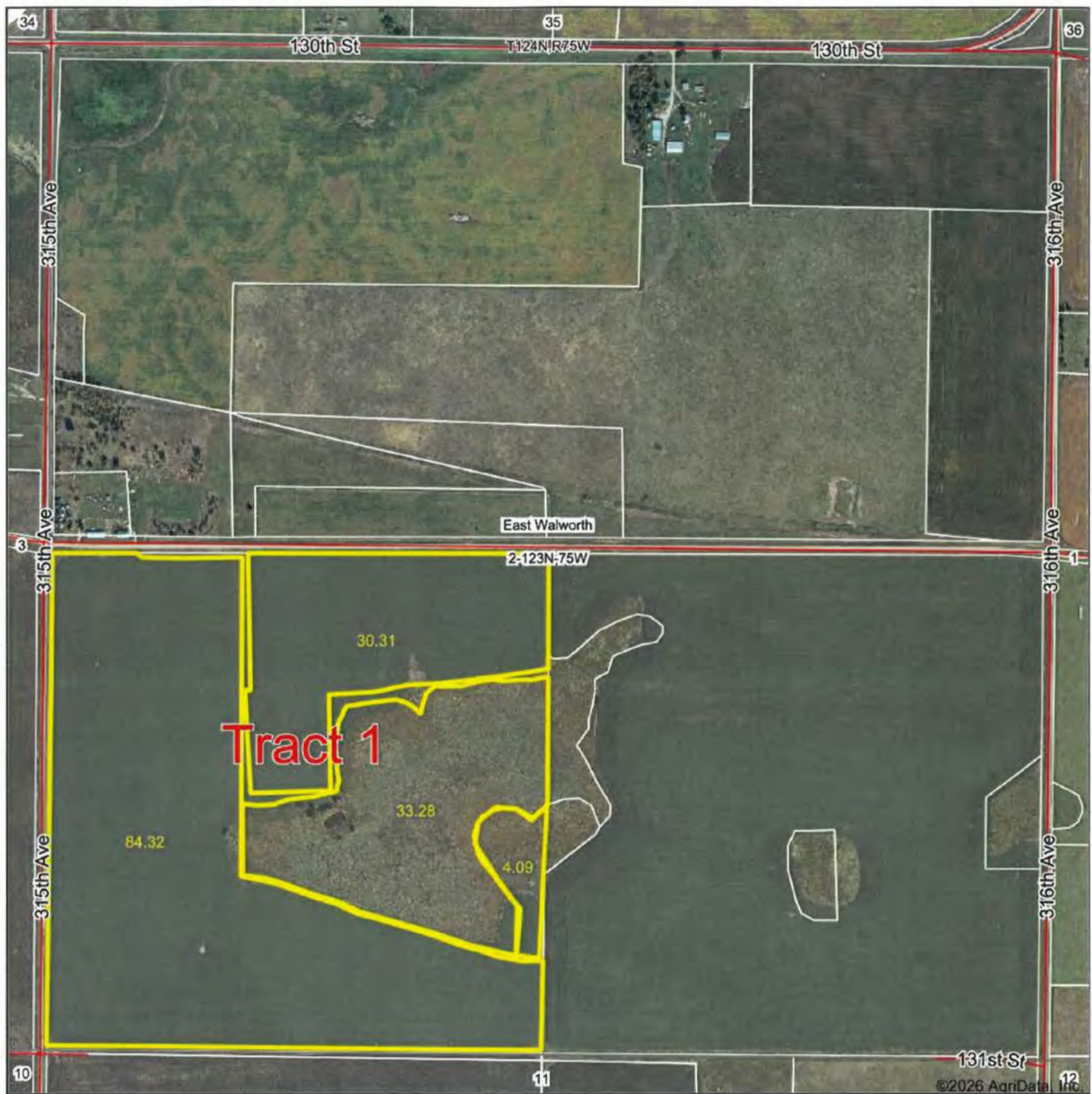
www.wiemanauktion.com

Titles of Dakota

Closing Agent

605-649-7772

Aerial Map



Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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Boundary Center: 45° 29' 47.33, -99° 52' 5.82

2-123N-75W
Walworth County
South Dakota

0ft 814ft 1628ft



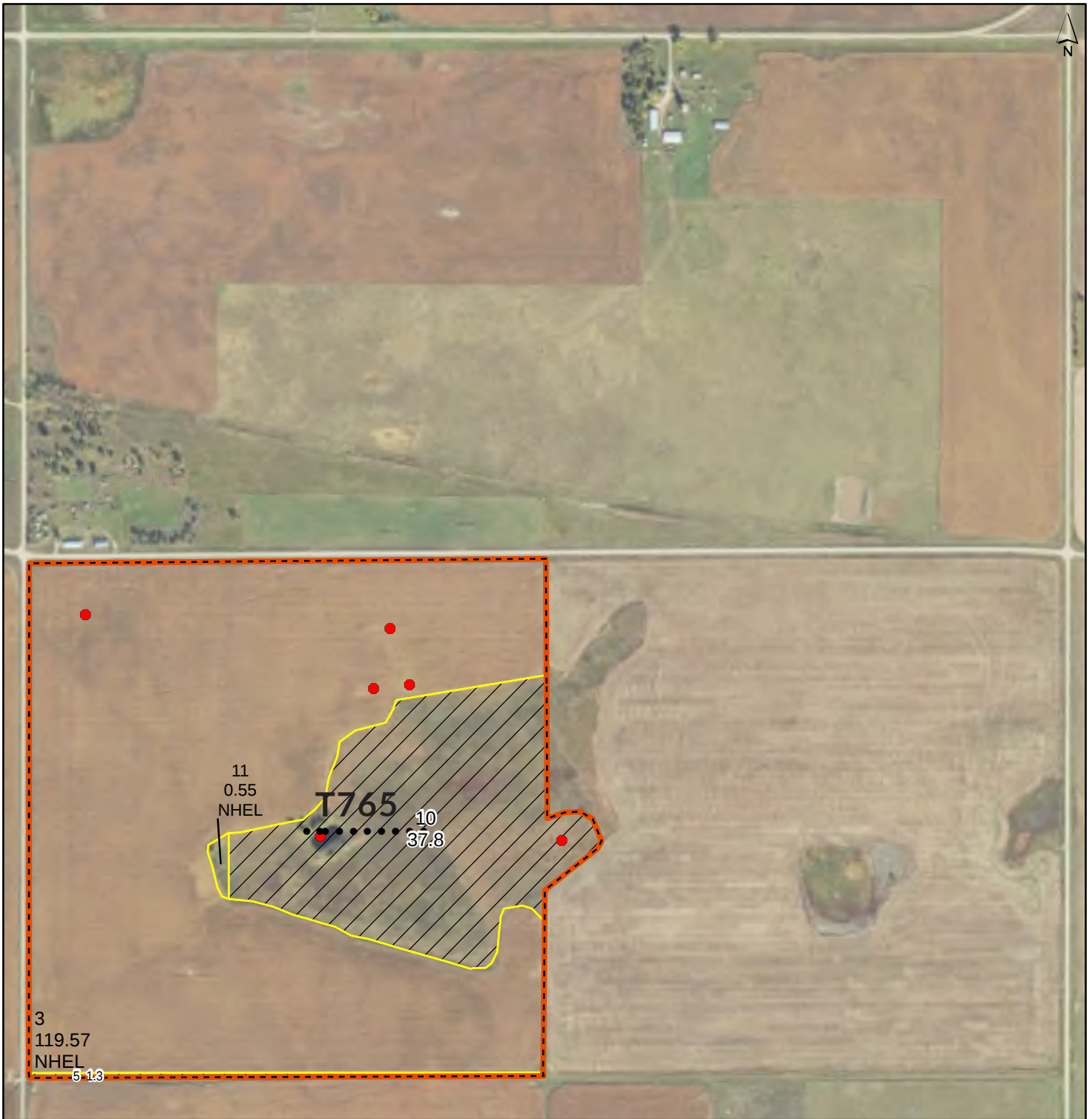
9/10/2026

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

United States
Department of
Agriculture

Walworth County, South Dakota

Farm 2768



Tract Boundary Cropland
 Noncropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless Otherwise Noted

crops listed below are:

Non-Irrigated

Intended for Grain

Corn = Yellow

Soybeans = Common

Producer Initial _____

Date _____

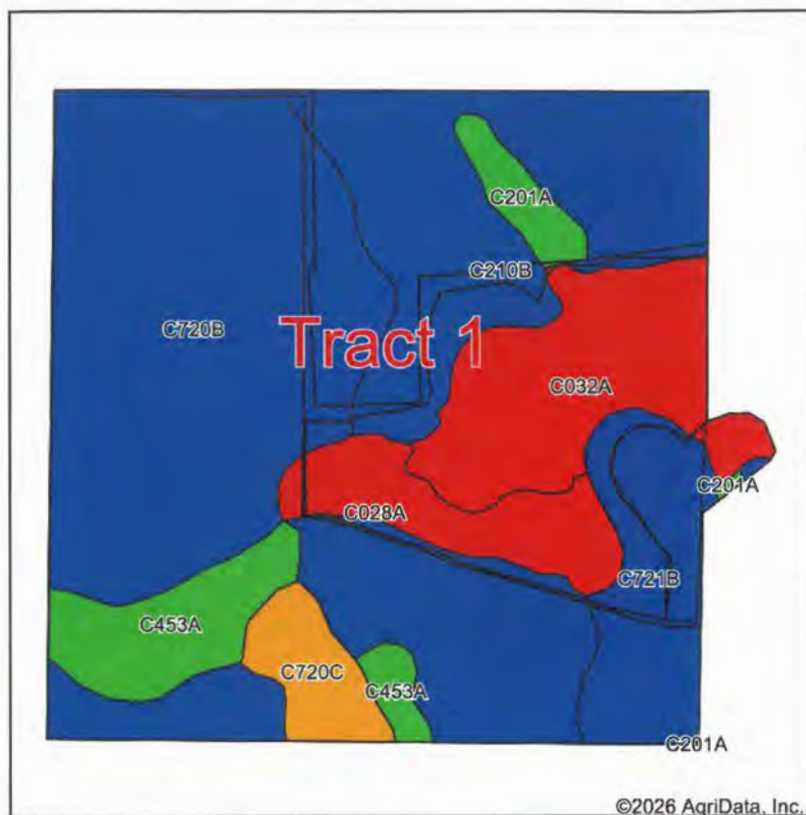
2026 Program Year
 Phy. County: Walworth
 2023 imagery
S02 T123N R075W

0 340 680
 Ft

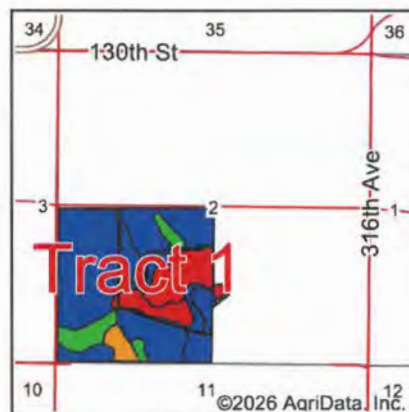
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Map Created 04/20/2026

Soils Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
 County: **Walworth**
 Location: **2-123N-75W**
 Township: **East Walworth**
 Acres: **162.01**
 Date: **9/10/2026**



Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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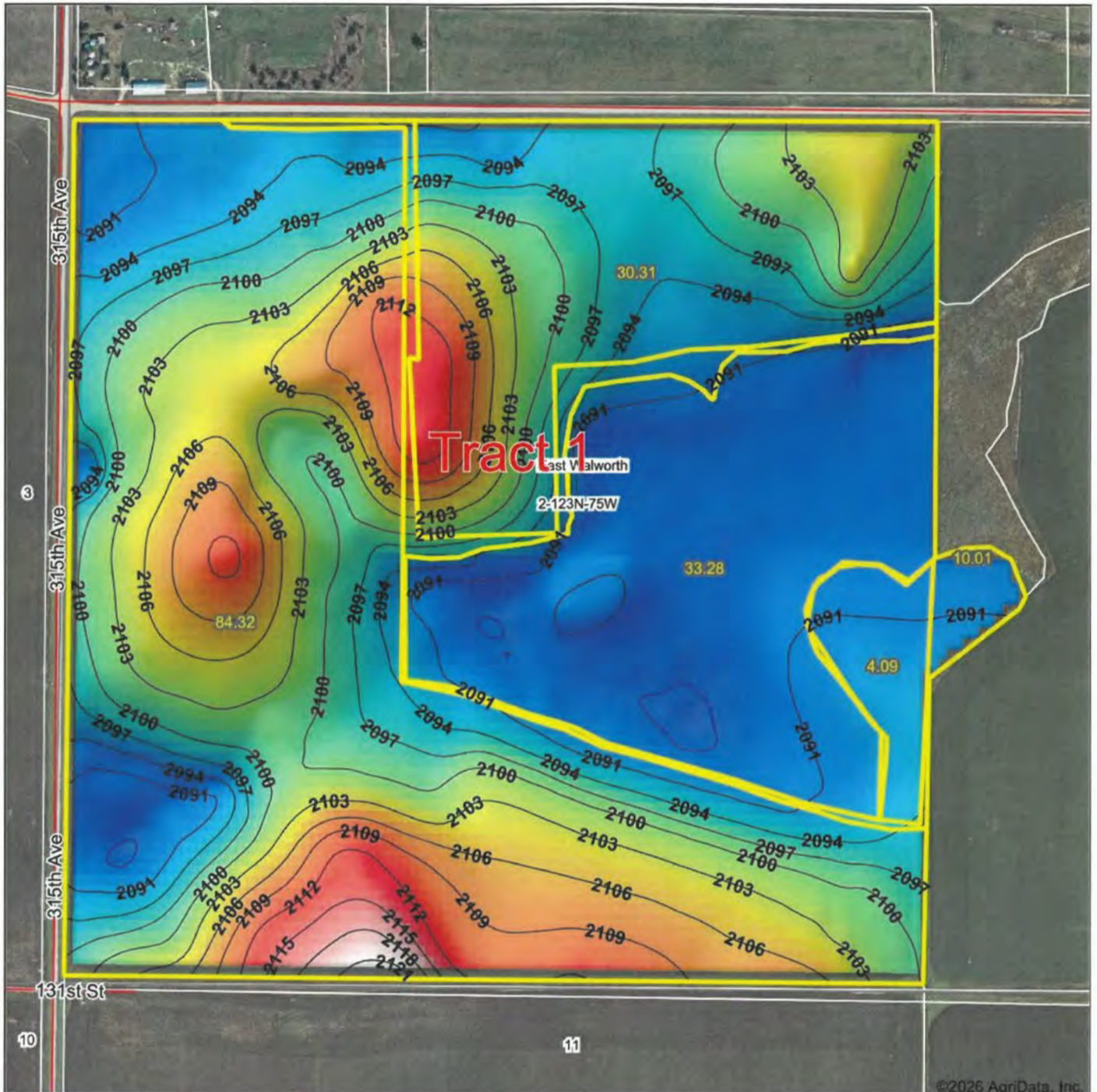
Area Symbol: SD129, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
C720B	Highmore silt loam, cool, 2 to 6 percent slopes	73.72	45.5%		Ile	88
C210B	Williams-Bowbells loams, 3 to 6 percent slopes	29.09	18.0%		Ile	81
C032A	Vallers-Tonka complex, 0 to 1 percent slopes	18.48	11.4%		IVw	43
C721B	Highmore-Eakin silt loams, cool, 2 to 6 percent slopes	13.09	8.1%		Ile	87
C453A	Mobridge silt loam, cool, 0 to 2 percent slopes	10.11	6.2%		Ilc	93
C028A	Vallers, moderately saline-Parnell complex, 0 to 1 percent slopes, Missouri Coteau	9.22	5.7%		IVw	32
C720C	Highmore silt loam, cool, 6 to 9 percent slopes	5.20	3.2%		IIIe	73
C201A	Bowbells loam, 0 to 3 percent slopes	3.10	1.9%		Ilc	92
Weighted Average					2.37	78.2

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Topography Hillshade



©2026 AgriData, Inc.

Low Elevation High



Maps Provided By:



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

Source: USGS 10 meter dem

Interval(ft): 3

Min: 2,087.6

Max: 2,122.5

Range: 34.9

Average: 2,098.5

Standard Deviation: 7.48 ft

0ft 470ft 941ft



2-123N-75W
Walworth County
South Dakota

Boundary Center: 45° 29' 47.33, -99° 52' 3.88

SOUTH DAKOTA

WALWORTH

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 2768

Prepared : 9/15/26 4:19 PM CST

Crop Year : 2026

Tract Number : 765**Description** : SW2-123-75.**FSA Physical Location** : SOUTH DAKOTA/WALWORTH**ANSI Physical Location** : SOUTH DAKOTA/WALWORTH**BIA Unit Range Number** :**CRP Contract Number(s)** : None**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields**Wetland Status** : Tract contains a wetland or farmed wetland**WL Violations** : None**Owners** : DICK L MOSER, GREG MOSER, KEVIN MOSER**Other Producers** : **Recon ID** : None

Tract Land Data

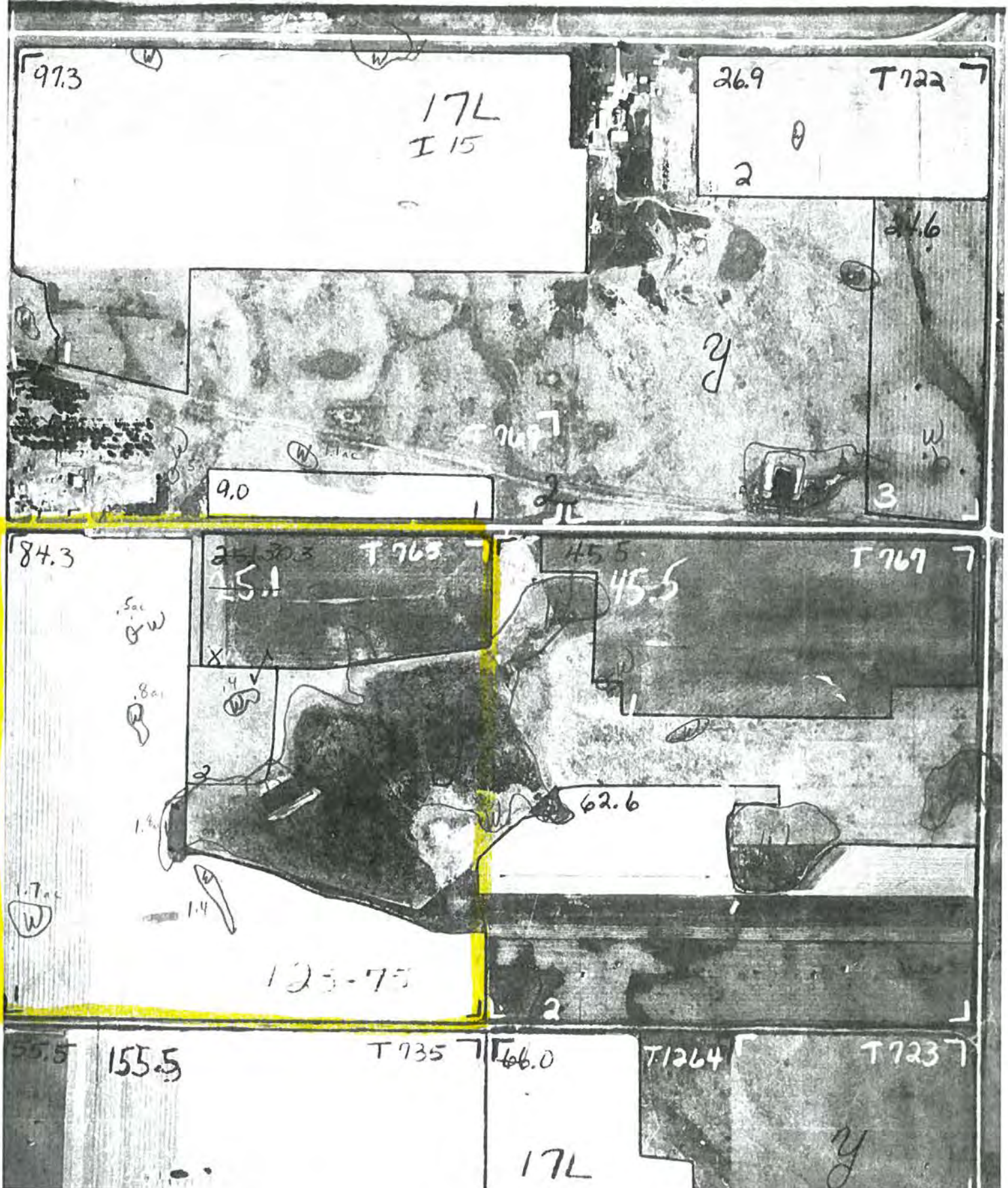
Tract 765 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
159.22	120.12	120.12	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	120.12	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	36.65	0.00	53
Corn	51.34	0.00	108
Soybeans	29.15	0.00	26
TOTAL	117.14	0.00	

NOT TO SCALE



Form 3-1916
Revised October, 1989

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

PREPARED BY:
FISH & WILDLIFE SERVICE
P.O. BOX 1514
ABERDEEN, SD 57401-1514
605 - 224 - 1157

THIS INDENTURE, by and between Dean R. Moser and Gladys Moser, his wife, of Java,
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, 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. 4601-9(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 Seven Thousand Five Hundred-- Dollars (\$7,500.00), 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 3 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 to 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 man-made 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 Walworth County, State of South Dakota, to-wit:

T. 123 N., R. 74 W., 5th P.M.
Sec. 27, S1
T. 123 N., R. 75 W., 5th P.M.
Sec. 2, SW1

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 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 hereinabove 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 cert Mr. Dean R. Moser, HC 72, Box 112, Java, SD 57452 and such notice shall be binding upon all the parties of the first part without sending a
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Comm to any share or part of this contract, or to any benefit to arise thereupon. Nothing, he shall be construed to extend to any incorporated company, where such contract is made for such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check after accept the Secretary of the Interior or his authorized representative and after the Attorney Gen cases, the Solicitor of the Department of the Interior shall have approved the easement United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals th of May, 1944

Dean R. Moser (L.S.) Gladys Moser
Dean R. Moser Gladys Moser

____ (L.S.) _____

____ (L.S.) _____

____ (L.S.) _____

____ (L.S.) _____

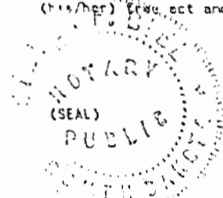
____ (L.S.) _____

ACKNOWLEDGMENT

STATE SD)
COUNTY OF WATKIN) ss

On this 24 day of May, 1944 before me personally appear
Dean R. Moser and Gladys Moser

, his wife
described in and who executed the foregoing instrument and acknowledged to me that the
(his/her) free act and deed.



W. A. J. F. S. J.
Notary Public
My commission expires: 12-31-45

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representa
behalf of the United States this ____ day of _____, 19____.

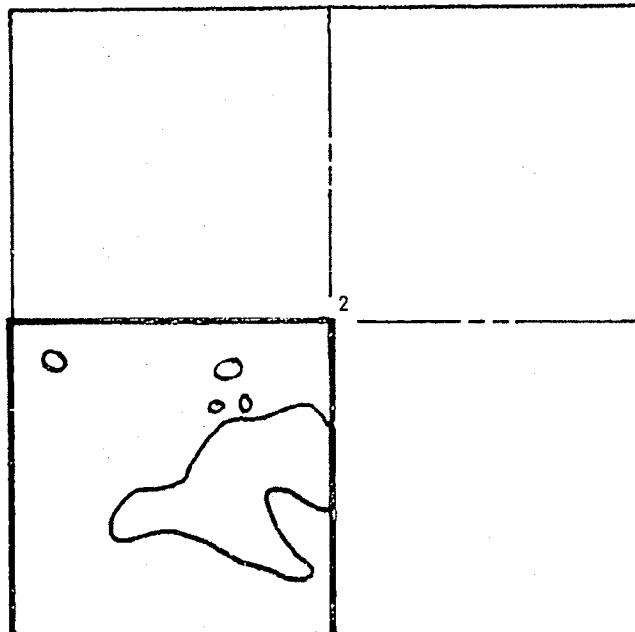
THE
By: _____
Title: _____
U.S.

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

Map 2 of 2

TRACT 112X, 1

WATERFOWL PRODUCTION AREA Walworth COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 123 N., R. 75 W., 5th PRINCIPAL MERIDIAN
sec. 2, SW $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

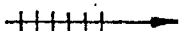
This map delineates wetlands referred to in the easement conveyance dated 5-5-94 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

LEGEND

Boundary of Easement Description



Wetlands covered by provisions of the easement



Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

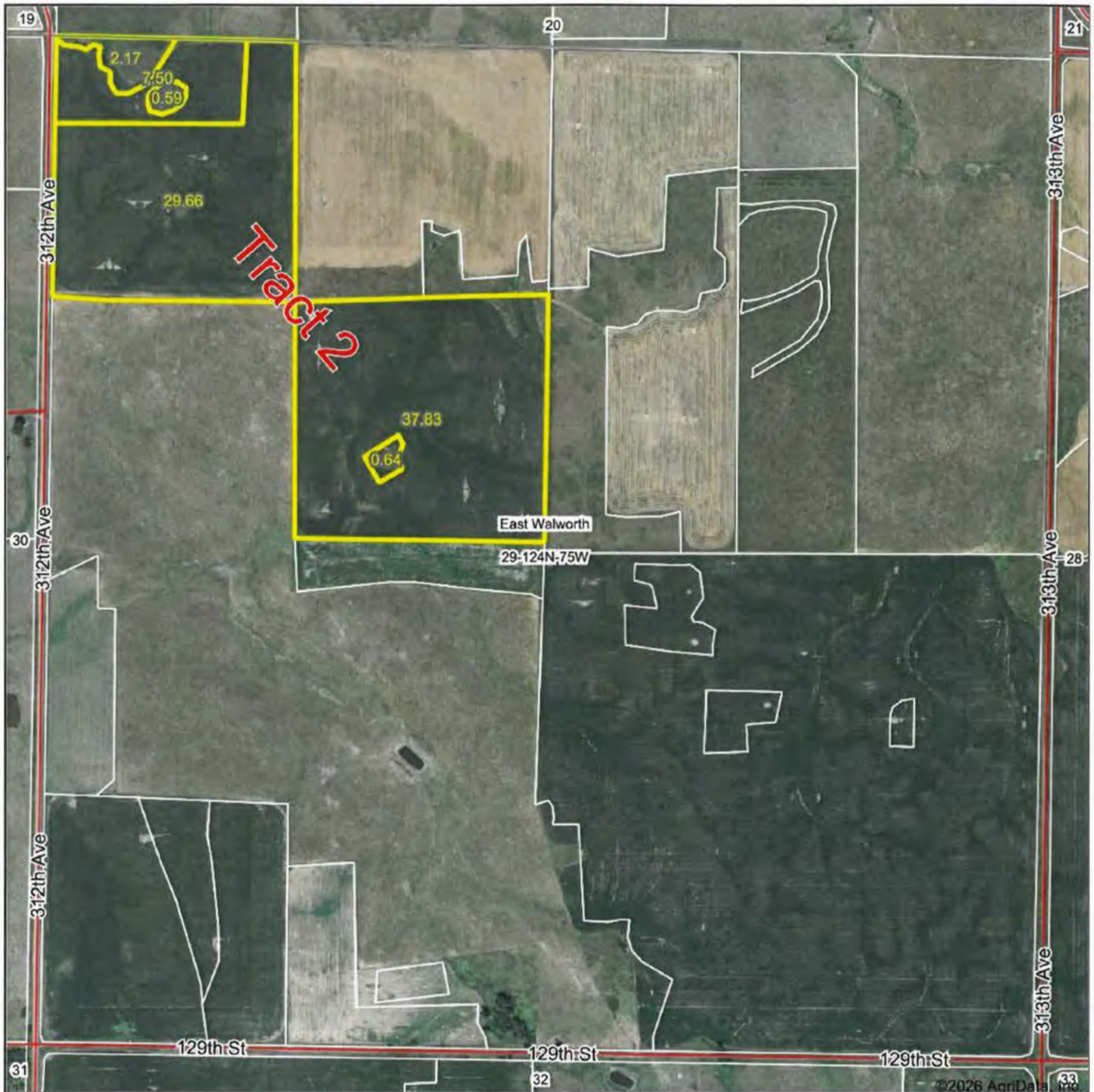
Dean R. Moser

Landowner Signature

Prepared by: John Payne

Date: 5-2-94

Aerial Map



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Maps Provided By:



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Boundary Center: 45° 31' 58.69, -99° 55' 49.15

29-124N-75W
Walworth County
South Dakota

0ft 813ft 1626ft



9/14/2026

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



Tract Boundary
 Cropland
 Noncropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless Otherwise Noted
 crops listed below are: Producer Initial _____
 Non-Irrigated Date _____
 Intended for Grain
 Corn = Yellow
 Soybeans = Common

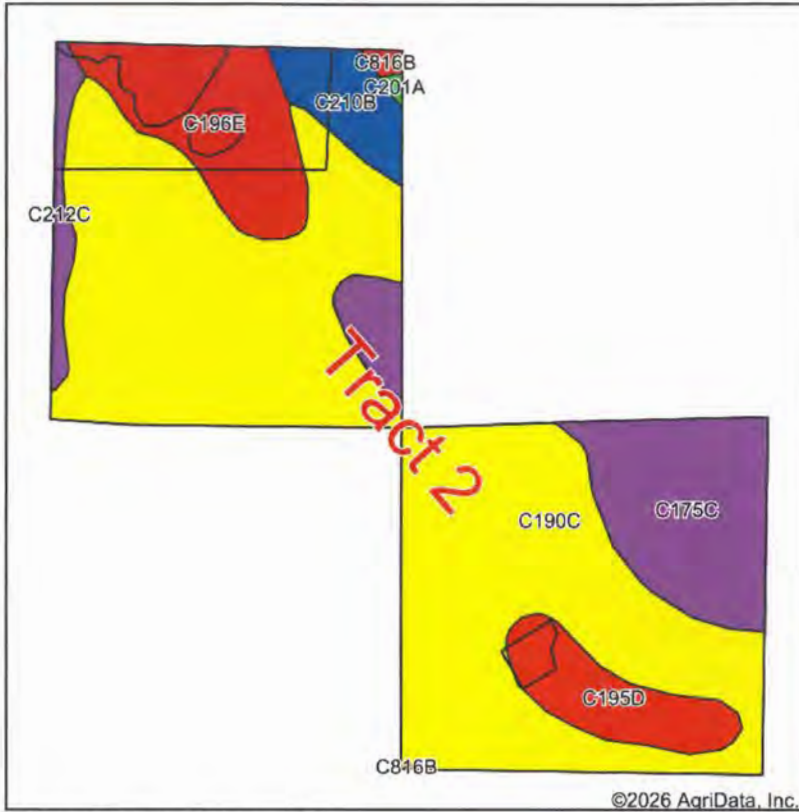
2026 Program Year
 Phy. County: Walworth
 2023 imagery
S29 T124N R075W

0 340 680
Ft

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Map Created 04/20/2026

Soils Map



State: **South Dakota**
 County: **Walworth**
 Location: **29-124N-75W**
 Township: **East Walworth**
 Acres: **78.39**
 Date: **9/14/2026**



Maps Provided By:

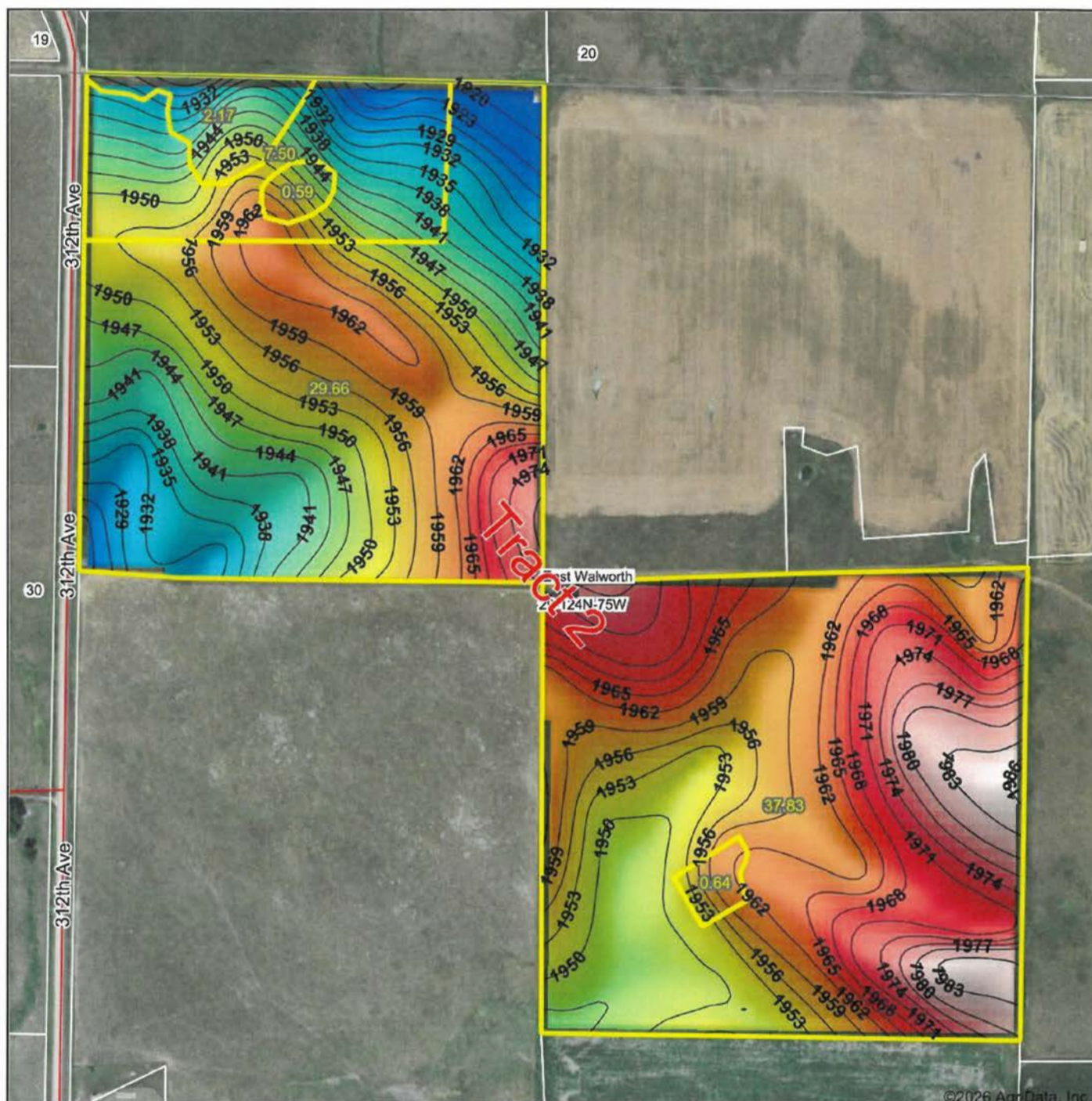


Area Symbol: SD129, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
C190C	Bearpaw loam, 6 to 9 percent slopes	49.46	63.1%		IIIe	62
C175C	Zahl-Williams-Zahill complex, 6 to 9 percent slopes	11.32	14.4%		IVe	56
C196E	Gettys clay loam, cool, 9 to 40 percent slopes	7.94	10.1%		VIIe	9
C195D	Bearpaw-Gettys complex, cool, 6 to 15 percent slopes	4.59	5.9%		IVe	37
C210B	Williams-Bowbells loams, 3 to 6 percent slopes	3.07	3.9%		Ile	81
C212C	Williams-Zahl-Zahill complex, 6 to 9 percent slopes	1.60	2.0%		IIIe	60
C816B	Lehr loam, 2 to 6 percent slopes	0.28	0.4%		IIIe	42
C201A	Bowbells loam, 0 to 3 percent slopes	0.13	0.2%		IIc	92
Weighted Average					3.57	55

*c: Using Capabilities Class Dominant Condition Aggregation Method

Topography Hillshade



©2026 AgriData, Inc.

Low Elevation High



Maps Provided By:



© AgriData, Inc. 2025 www.AgriDataInc.com

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

Source: USGS 10 meter dem

Interval(ft): 3

Min: 1,917.5

Max: 1,986.9

Range: 69.4

Average: 1,955.3

Standard Deviation: 14.04 ft

0ft 428ft 856ft

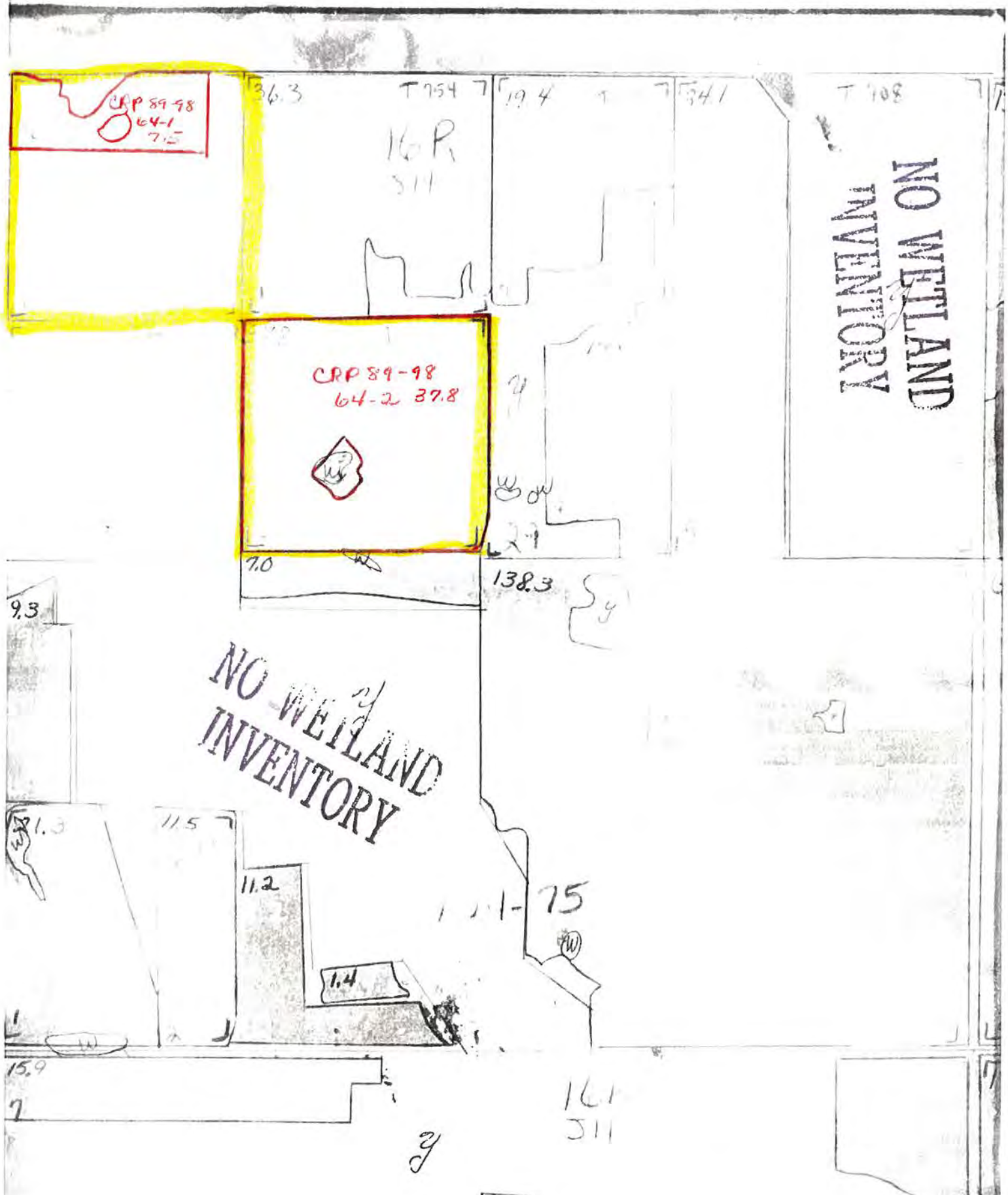


9/14/2026

29-124N-75W
Walworth County
South Dakota

Boundary Center: 45° 31' 58.69, -99° 55' 49.15

NOT TO SCALE



SOUTH DAKOTA
WALWORTH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 2768
Prepared : 9/15/26 4:19 PM CST
Crop Year : 2026

Tract Number : 766

Description : NWNW;SEnw29-124-75
FSA Physical Location : SOUTH DAKOTA/WALWORTH
ANSI Physical Location : SOUTH DAKOTA/WALWORTH
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : MOSER BROTHERS LLP
Other Producers :
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
78.38	74.98	74.98	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	74.98	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	23.28	0.00	53
Corn	32.20	0.00	108

Tract 766 Continued ...

Soybeans	17.69	0.00	26
TOTAL	73.17	0.00	

NOTES

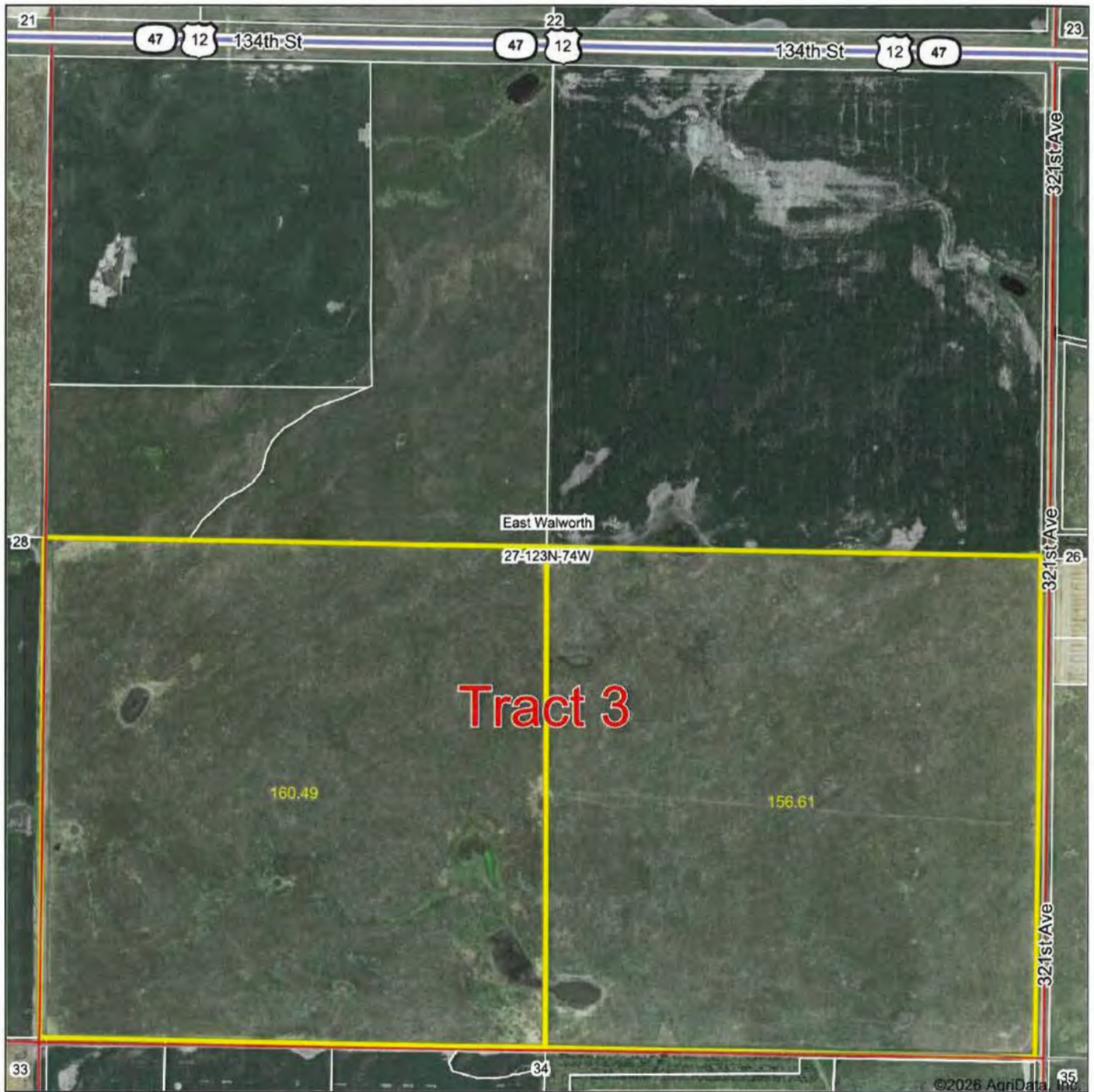
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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Aerial Map



Maps Provided By:



© AgriData, Inc. 2025 www.AgriDataInc.com

Boundary Center: 45° 26' 16.85, -99° 45' 34.94

27-123N-74W
Walworth County
South Dakota

0ft 815ft 1629ft



9/14/2026

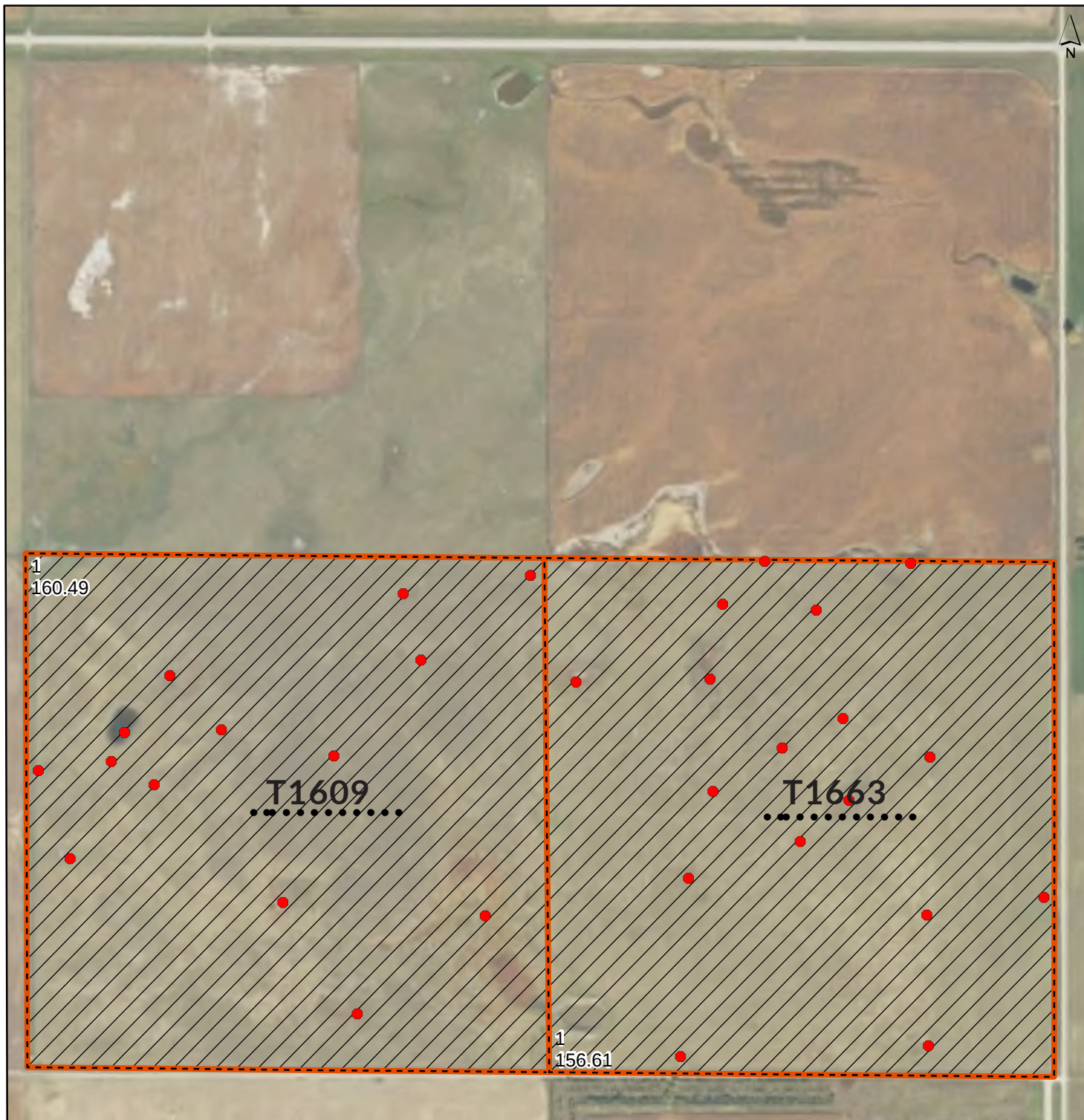
Field borders provided by Farm Service Agency as of 5/21/2008.



United States
Department of
Agriculture

Walworth County, South Dakota

Farm 1125



Tract Boundary Noncropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Unless Otherwise Noted

crops listed below are:

Non-Irrigated

Intended for Grain

Corn = Yellow

Soybeans = Common

Producer Initial _____

Date _____

2026 Program Year

Phy. County: Walworth

2023 imagery

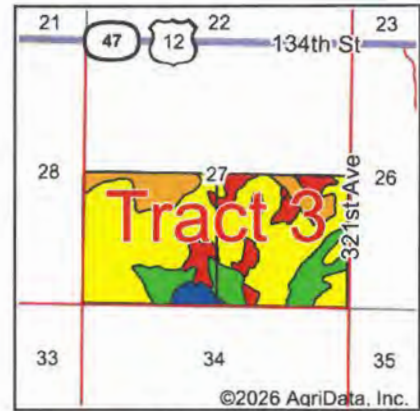
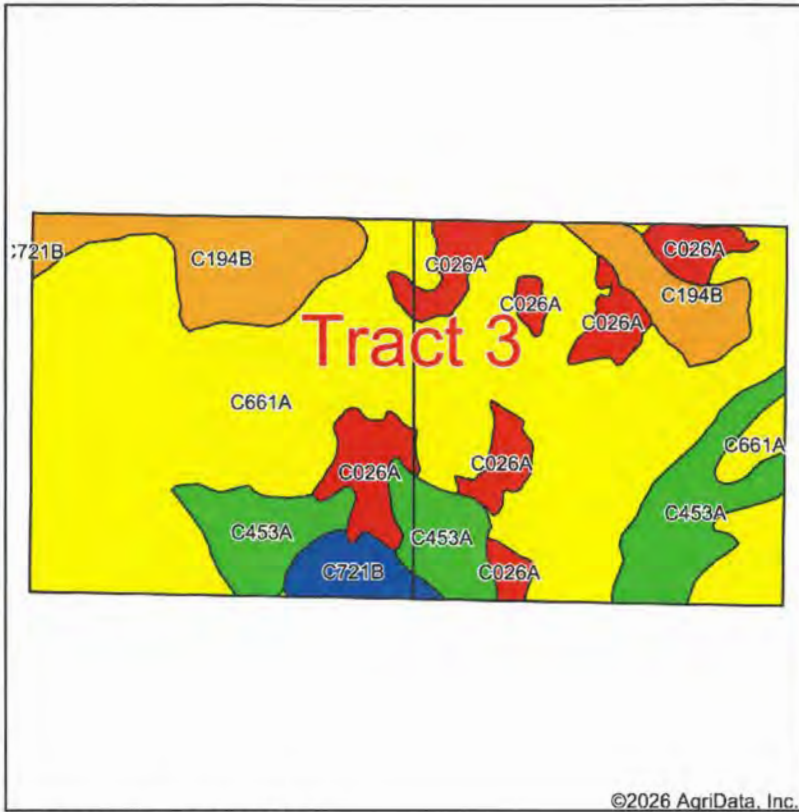
S27 T123N R074W

0 340 680
Ft

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). USDA is an equal opportunity provider, employer, and lender.

Map Created 04/20/2026

Soils Map



State: **South Dakota**
 County: **Walworth**
 Location: **27-123N-74W**
 Township: **East Walworth**
 Acres: **317.1**
 Date: **9/14/2026**



Maps Provided By:

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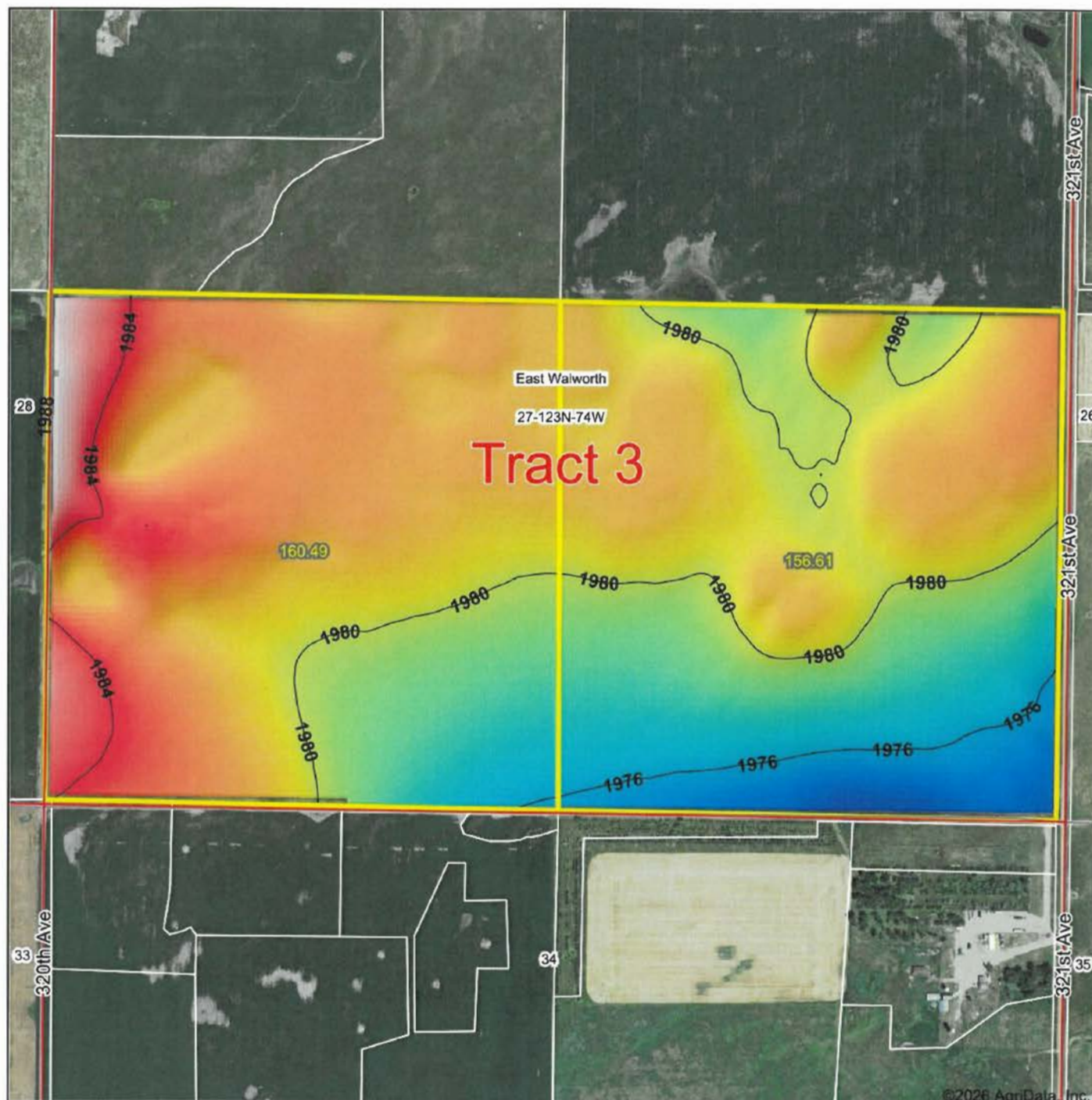


Area Symbol: SD129, Soil Area Version: 28

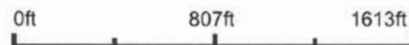
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
C661A	Niobell-Noonan loams, 0 to 3 percent slopes	198.23	62.5%		IIIc	61
C453A	Mobridge silt loam, cool, 0 to 2 percent slopes	42.69	13.5%		IIc	93
C194B	Bearpaw-Zeeland loams, 3 to 6 percent slopes	35.80	11.3%		Ile	76
C026A	Tonka-Parnell complex, 0 to 1 percent slopes, Missouri Coteau	32.47	10.2%		IVw	40
C721B	Highmore-Eakin silt loams, cool, 2 to 6 percent slopes	7.91	2.5%		Ile	87
Weighted Average					2.83	65.5

*c: Using Capabilities Class Dominant Condition Aggregation Method

Topography Hillshade



Source: USGS 10 meter dem
Interval(ft): 4
Min: 1,973.5
Max: 1,987.4
Range: 13.9
Average: 1,980.4
Standard Deviation: 2.3 ft



9/14/2026

27-123N-74W
Walworth County
South Dakota

Boundary Center: 45° 26' 16.85, -99° 45' 34.94



Maps Provided By:



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

Form: FSA-156EZ

Crop Year : 2026

See Page 2 for non-discriminatory Statements.

ARCPLC G//F Eligibility : Eligible

[illegible]

SOUTH DAKOTA
WALWORTH
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1125
Prepared : 9/15/26 4:23 PM CST
Crop Year : 2026

Tract 1609 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
-----------	------------	-----------------------------	-----------

NOTES

Tract Number : 1663

Description : SE 27-123-74
FSA Physical Location : SOUTH DAKOTA/WALWORTH
ANSI Physical Location : SOUTH DAKOTA/WALWORTH
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : MOSER BROTHERS LLP
Other Producers :
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
156.61	0.00	0.00	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
-----------	------------	-----------------------------	-----------

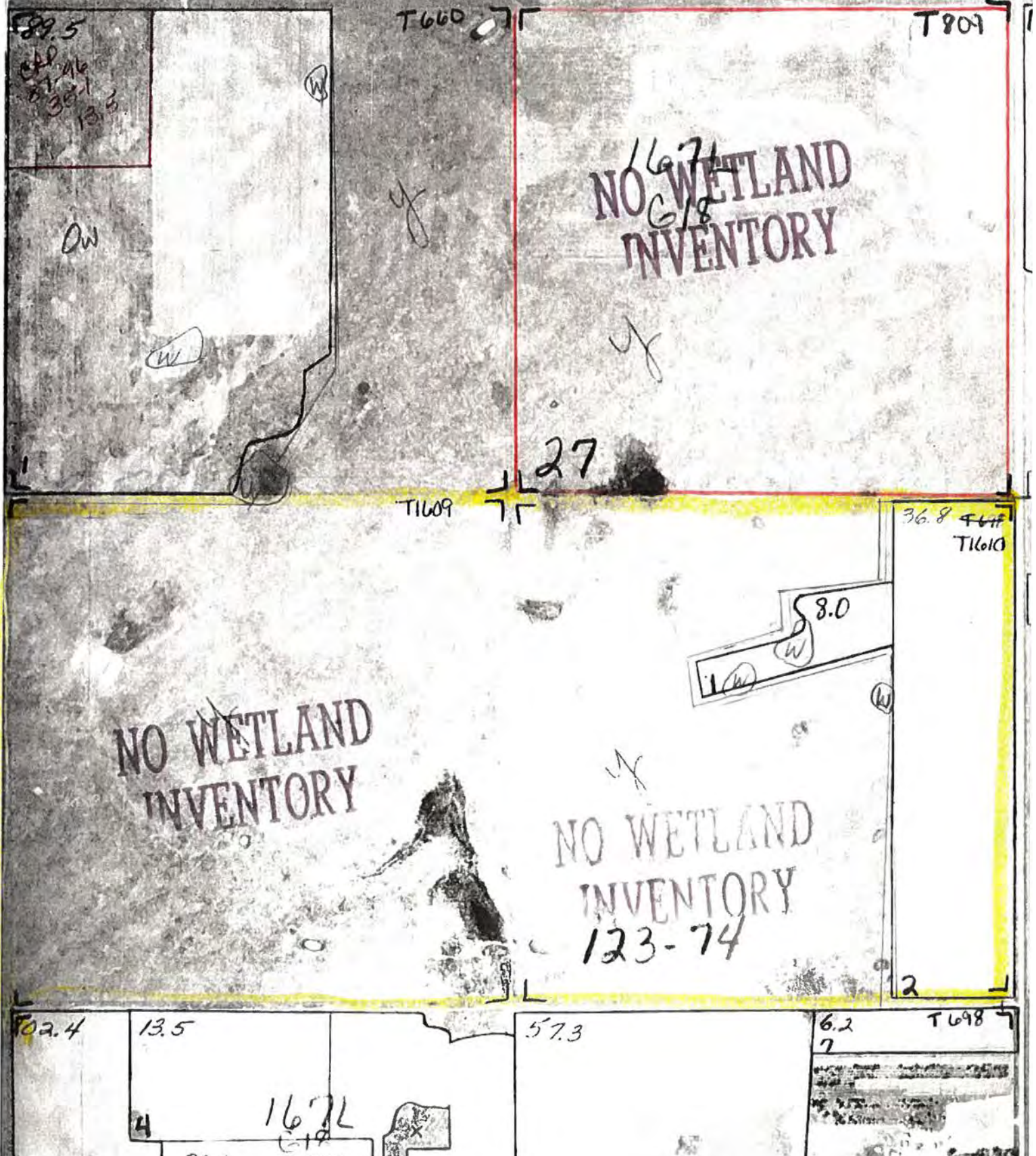
NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or Local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

NOT TO SCALE



Form 3-1916
Revised October, 1989

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

PREPARED BY:
FISH & WILDLIFE SERVICE
P O BOX 1614
ABERDEEN, SD 57401-1614
605 - 226 - 1181

THIS INDENTURE, by and between Dean R. Moser and Gladys Moser, his wife, of Java,
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, 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. 4601-5(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 Seven Thousand Five Hundred-- Dollars (\$7,500.00), 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 7 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 to 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 man-made 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 Walworth County, State of South Dakota, to-wit:

T. 123 N., R. 74 W., 5th P.M.
sec. 27, S½
T. 123 N., R. 75 W., 5th P.M.
sec. 2, SW¼

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 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 hereinabove 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 cert Mr. Dean R. Moser, HC 72, Box 112, Java, SD 57452 and such notice shall be binding upon all the parties of the first part without sending a
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Com to any share or part of this contract, or to any benefit to arise thereupon. Nothing, he shall be construed to extend to any incorporated company, where such contract is made for such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check after accept the Secretary of the Interior or his authorized representative and after the Attorney Ge cases, the Solicitor of the Department of the Interior shall have approved the easement United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals th of May, 1944

Dean R. Moser (L.S.) Gladys Moser
Dean R. Moser Gladys Moser

____ (L.S.) _____

____ (L.S.) _____

____ (L.S.) _____

____ (L.S.) _____

____ (L.S.) _____

ACKNOWLEDGMENT

STATE SD)
COUNTY OF WATKINSON)ss

On this 24th day of May, 1944, before me personally appear
Dean R. Moser and Gladys Moser

his wife
described in and who executed the foregoing instrument and acknowledged to me that the
(his/her) free act and deed.



Dean R. Moser
Notary Public

My commission expires: May 1, 1945

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representa
behalf of the United States this ____ day of _____, 19____

THE
By: [Signature]
Title: Sec.
U.S.

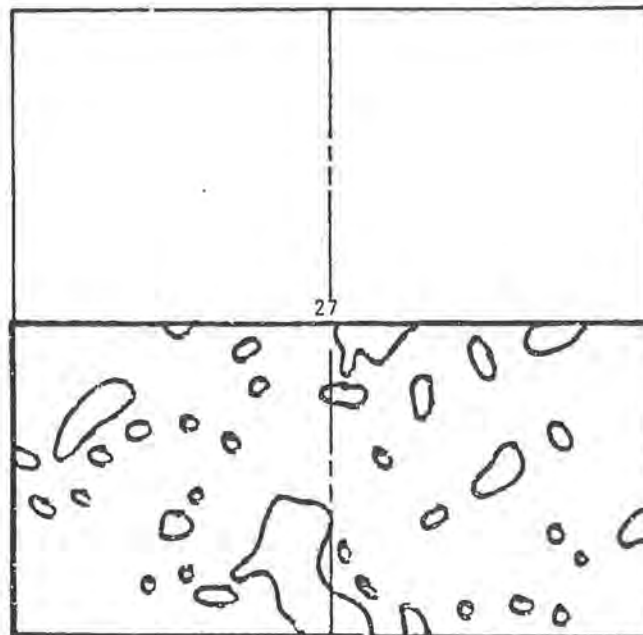
UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

Map 1 of 2

TRACT 112K, i

WATERFOWL PRODUCTION AREA Walworth COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 123 N., R. 74 W., 5th PRINCIPAL MERIDIAN

sec. 27, S $\frac{1}{2}$



Scale: 4 Inches = 1 Mile

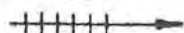
This map delineates wetlands referred to in the easement conveyance dated 5-5-94 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

LEGEND

Boundary of Easement Description



Wetlands covered by provisions of the easement



Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

Dean R. Faser

Landowner Signature

Prepared by: John Payne

Date: 5-2-94



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Titles of Dakota
Issuing Office: 4400 Main St, PO Box 418, Selby, SD 57472
Issuing Office's ALTA® Registry ID: 0002693
Loan ID No.:
Commitment No.: 26-1457
Issuing Office File No.: 26-1457
Property Address: N/A, Java, SD 57452

SCHEDULE A

1. Commitment Date: September 8, 2026 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/21)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$5,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Moser Brothers LLP
5. The Land is described as follows:

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SCHEDULE A

(Continued)

Township 123 North, Range 74 West of the 5th P.M., Walworth County, South Dakota
Section 27: S½

Township 123 North, Range 75 West of the 5th P.M., Walworth County, South Dakota
Section 2: SW¼, except a tract of 28/100 acres in the SW corner thereof which was deeded to Walworth
County by deed recorded in Book 33, Deeds Page 214

Township 124 North, Range 75 West of the 5th P.M., Walworth County, South Dakota
Section 29: NW¼NW¼; SE¼NW¼



Mica Mortenson
Title Examiner
4400 Main St
Selby, SD 57472
605-649-7772

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(813) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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. Procure and record a properly executed deed from Moser Brothers LLP to TBD.
 - * The marital status of the grantor must be disclosed on the deed.
 - * The spouse must join in the execution of the deed. If it is not homestead property, the deed must include a proper non-homestead clause.
6. The following documentation is required for Moser Brothers LLP:
 - * Copy of the Partnership Agreement and any amendments thereto;
 - * Resolution from the partnership authorizing the Sale/Mortgage and signing authority.Further requirements may be made based upon any information provided.
7. If this is a qualifying transaction for residential real estate (as defined by the U.S. Financial Crimes Enforcement Network) where the buyer is an Entity or Trust, the buyer and seller must cooperate in providing all required personally identifying data necessary to file with FinCEN prior to closing and must pay any fees associated with filing to the person / entity reporting the transaction to FinCEN. Additional requirements and/or exceptions may be added if this is determined to be a qualifying transaction.

Unless specified in writing elsewhere, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY is NOT acting as the reporting entity to FinCEN. Buyer and seller are responsible for making sure there is a reporting person / entity who will complete the filing with FinCEN.

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Commitment for Title Insurance (07-01-2021)
Schedule B1



26-1457

SCHEDULE B, PART I

(Continued)

8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI

AMERICAN
LAND TITLE
ASSOCIATION



26-1457



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any liens, 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. Any 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 notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained 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.
8. Any setback lines and utility easements that may exist.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



26-1457

SCHEDULE B, PART II

(Continued)

9. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.
10. Not all of the land described in Schedule A has access to public road, however, access is available by common ownership over contiguous parcels. (SE4NW4 29-124-75)
11. Rights of tenants in possession under the terms of unrecorded leases.
12. The 2025 real estate taxes due and payable in 2026 are due and payable as follows:

SW4 27-123-74 in the amount of \$1,528.06 which are HALF PAID. (Record #1685)
SE4 27-123-74 in the amount of \$1,647.74 which are HALF PAID. (Record #1686)
SW4 2-123-75 in the amount of \$1,472.58 which are HALF PAID. (Record #1742)
SE4NW4 & NW4NW4 29-124-75 in the amount of \$460.00 which are HALF PAID. (Record #2785)

Subject to real estate taxes for 2026 tax year which are not yet due and payable.
13. Right or Way Easement dated December 6, 1982 by and between Alvin Bauer and WEB Water Development Association, Inc., a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves and all other devices. Recorded March 22, 1985 at 11:30 AM by Microfilm No. 85-432. (S2 27-123-74)
14. Right or Way Easement dated December 19, 1974 by and between Alvin R. Bauer and Deloris Bauer, husband and wife and WEB Water Development Association, Inc., a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves and all other devices. Recorded March 25, 1985 at 8:00 AM by Microfilm No. 85-442. (SE4 27-123-74)
15. Right or Way Easement dated January 11, 1985 by and between Dean R. Moser and Gladys M. Moser and WEB Water Development Association, Inc., a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves and all other devices. Recorded March 25, 1985 at 11:00 AM by Microfilm No. 85-454. (NW4NW4 29-124-75)
16. United States Department of the Interior US Fish and Wildlife Service Conveyance of Easement for Waterfowl Management Rights dated May 5, 1984 by and between Dean R. Moser and Gladys Moser, his wife and the United States of America, acting by and through the Secretary of the Interior. Recorded September 9, 1994 at 8:30 AM by Microfilm No. 94-880. (S2 27-123-74; SW4 2-123-75)
17. United States Department of the Interior US Fish and Wildlife Service Conveyance of Easement for Waterfowl Habitat Protection dated May 5, 1984 by and between Dean R. Moser and Gladys Moser, his wife and the United States of America, acting by and through the Secretary of the Interior. Recorded September 9, 1994 at 8:30 AM by Microfilm No. 94-881. (S2 27-123-74)

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII

AMERICAN
LAND TITLE
ASSOCIATION



26-1457

SCHEDULE B, PART II
(Continued)

18. Transmission Line Easement dated January 21, 2009 by and between Dean & Gladys Moser, husband and wife and Basin Electric Power Cooperative. Recorded March 18, 2009 at 8:26 AM by Document No. 09-163. (SE4 NW4 29-124-75)
19. Buried Electric Line Easement dated March 10, 2010 by and between Dean & Gladys Moser and Cam-Wal Electric Cooperative, Inc., an easement to construct, operate, maintain, repair, replace, improve and remove underground electric conduit and transmission and cable line. Recorded October 27, 2010 at 4:08 PM by Document No. 10-800. (SW4 2-123-75)

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



26-1457

TRACT 1



TRACT 2



TRACT 3





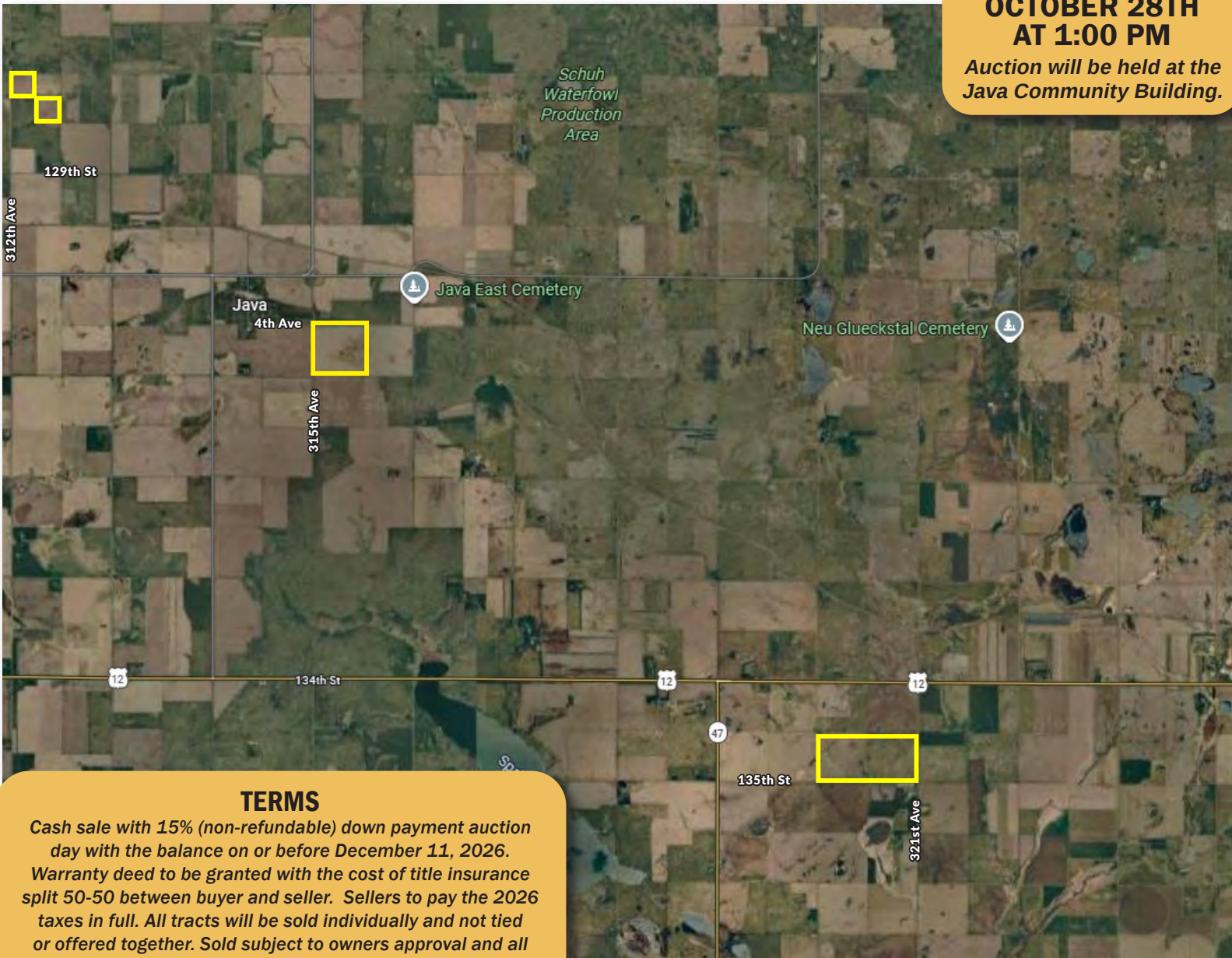
Notes

558 ACRES

WALWORTH COUNTY LAND

**WEDNESDAY,
OCTOBER 28TH
AT 1:00 PM**

*Auction will be held at the
Java Community Building.*



TERMS

Cash sale with 15% (non-refundable) down payment auction day with the balance on or before December 11, 2026.

Warranty deed to be granted with the cost of title insurance split 50-50 between buyer and seller. Sellers to pay the 2026 taxes in full. All tracts will be sold individually and not tied or offered together. Sold subject to owners approval and all easements and restrictions of record. Remember land auction held indoors at the Java Community Building.

"We Sell The Earth And Everything On It!"

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Wieman Land & Auction Inc., 44628 SD HWY 44, Marion SD 57043

