7124ACRES TURNER COUNTY LAND

- FRIDAY, NOVEMBER 14TH AT 10:30AM -



AUCTION

"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

71.24 ACRES DANEVILLE TOWNSHIP – TURNER COUNTY LAND AT AUCTION

The following land will be sold at the Irene Community Building at 120 South Clark Ave. Irene, SD on:

FRIDAY NOVEMBER 14[™] 2025 10:30 A.M.

Cattlemen – Hunters – Farmers - Acreage Buyers it is our privilege to offer the following land for sale in the tightly held Daneville Township. Great location for a new home or acreage site with highway 19 frontage. If your looking for more pasture or tillable land check out this great opportunity!

LEGAL: The E ½ of the SE ¼ except Parcel A and except Lot H-1 in Section 27, 96-53 Turner County, South Dakota.

LOCATION: From Viborg, SD go $4\frac{1}{2}$ miles south on Hwy. 19 west side of the road or from the Junction of Hwy. 19 & 46 go 1-mile north on Hwy. 19 west side of road. Or at the junction of 296th St. & Hwy. 19

- 67.90 acres tillable with the balance in road right of ways.
- Currently enrolled in CRP through 9-30-26 and pays \$15,119 or \$222/acre.
- Soil production rating of 68.9 predominant soil is Egan-Ethan complex (79).
- Stock dam located in the NW corner along with windmill well. Nice mix of warm and cool season grasses. All volunteer trees recently removed and piled up.
- One building eligibility transfers with deed. Acreage site in the SE corner is out. Annual Taxes are \$1,423.62.
- Soil & Aerial Maps, FSA info, and title insurance found in the buyers packet.

TO INSPECT THE PROPERTY: We invite you to inspect the property at your convenience. Drone video footage and buyers packets can be viewed at www.wiemanauction.com or packets can be mailed out by calling the auctioneers at 800-251-3111.

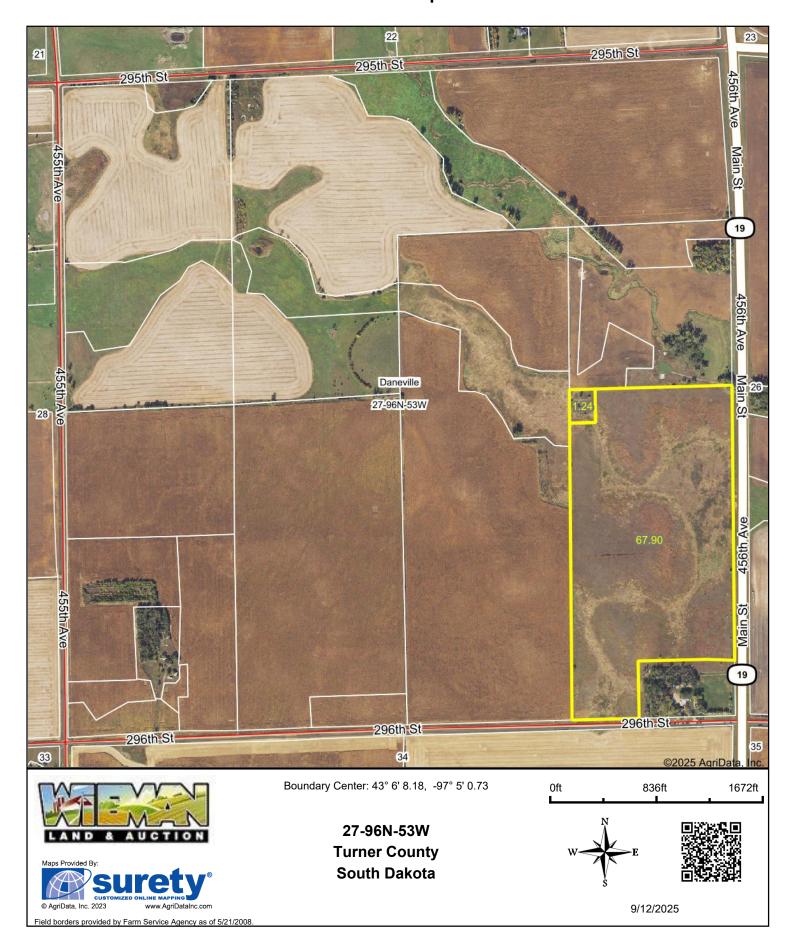
TERMS: Cash sale with 15% (non-refundable) down payment auction day with the balance on or before January 7th 2026. Warranty deed to be granted with the cost of title insurance split 50-50 between buyer and seller. Seller to pay the 2025 taxes in full. Sold subject to existing CRP contract and owners approval. Remember auction held indoors at the Irene Community Building.

RUSSELL HARTS - OWNER

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

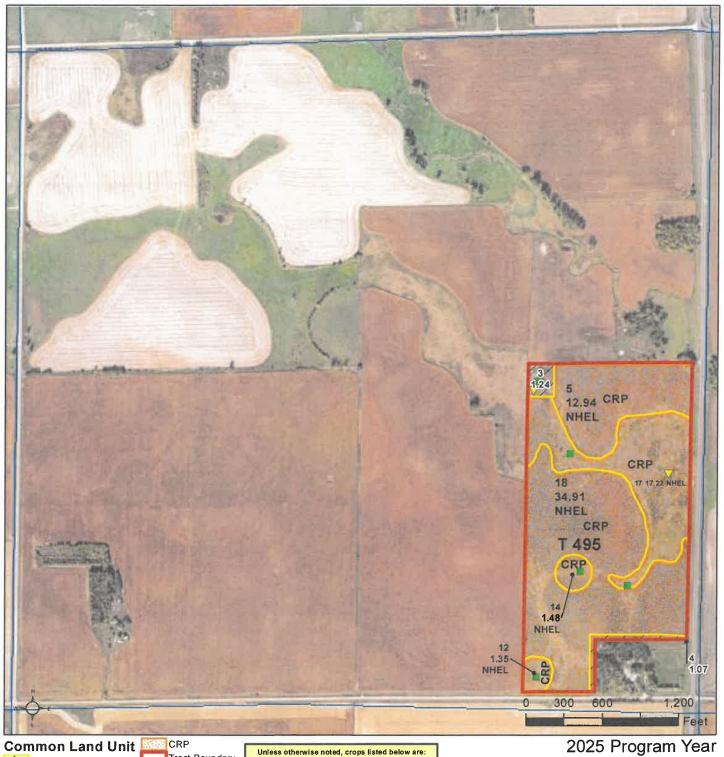
Yankton County Title Closing Agent 605-665-5775

Aerial Map





Turner County, South Dakota



Common Land Unit

Tract Boundary ✓ Non-Cropland PLSS Cropland

Non-irrigated Non-irrigated
Intended for Grain Produce
Corn = Yellow
Soybeans = Common Wheat - HRS or HRW
Sunflowers = Oil or Non Share 2025 Program Year Map Created April 15, 2025

> Farm 10082 **Tract 495**

Tract Cropland Total: 67.90 acres

27-96N-53W-Turner

Wetland Determination Identifiers

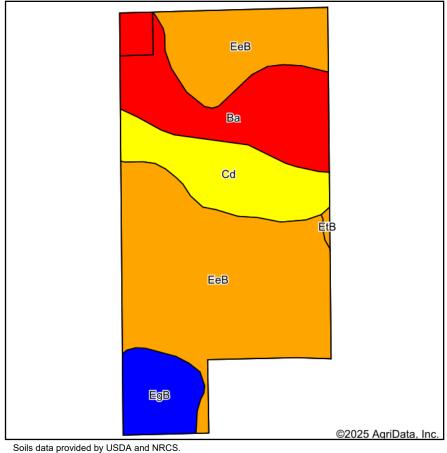
Restricted Use

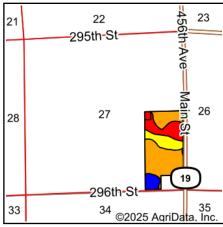
Limited Restrictions

Exempt from Conservation Compliance Provisions

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).

Soils Map





State: **South Dakota**

County: Turner

Location: 27-96N-53W Township: Daneville Acres: 69.14 Date: 9/12/2025







	add provided by GGB/Y drid 111 CGS.					-
Area S	Symbol: SD125, Soil Area Version: 27					
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
EeB	Egan-Ethan complex, 2 to 6 percent slopes	39.21	56.7%		lle	7
Ва	Baltic silty clay loam, 0 to 2 percent slopes, occasionally ponded	14.20	20.5%		Vw	4
Cd	Clamo silty clay	10.17	14.7%		IVw	6
EgB	Egan-Wentworth complex, 2 to 6 percent slopes	5.36	7.8%		lle	8
EtB	Ethan-Egan complex, 2 to 6 percent slopes	0.20	0.3%		Ille	7
	Weighted Average				2.91	68.9

^{*}c: Using Capabilities Class Dominant Condition Aggregation Method

Topography Hillshade





Source: USGS 3 meter dem

Interval(ft): 3 Min: 1,251.0

Max: 1,275.3 Range: 24.3 Average: 1,260.3

Standard Deviation: 5.61 ft 429ft 857ft



27-96N-53W **Turner County South Dakota**

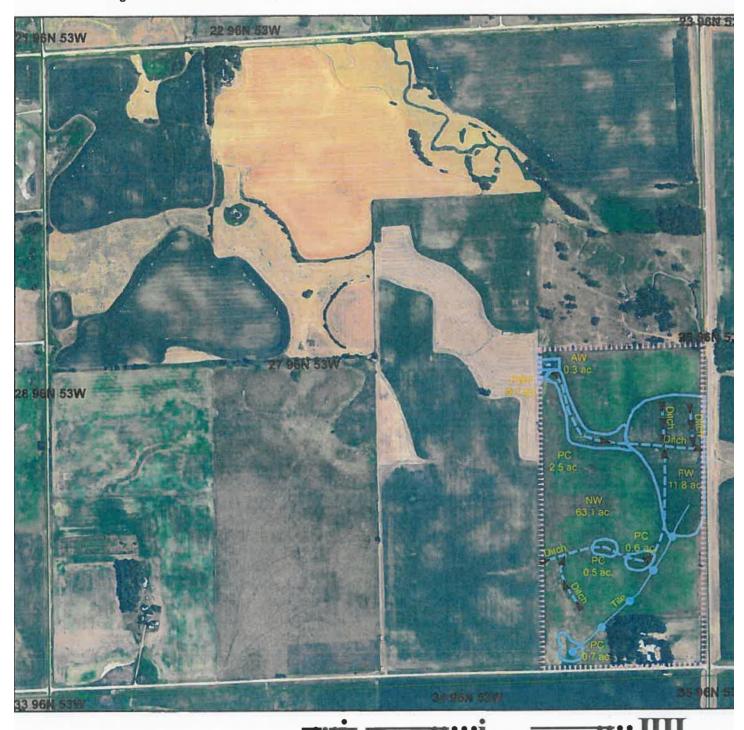
Boundary Center: 43° 6' 8.18, -97° 5' 0.73

Certilied Wetland Determination

Field Office: Parker FO Certified By:Andrew Champa Legal Desc E2SE4 Sect. 27, 96-53

Agency: USDA-NRCS Certified Date:1-21-15

Tract: 495





Certified WeUand Determination Boundary

Wetlands

WeUands Ditch

Tile

650

325

FW Fanned Wetland Drained or modified & cropped prior to 12-23-1985, but still meets wetland criteria Prior Converted

1,950

1,300

2,600

NW Non Wetland

See NRCS CPA-026E for definitions and additional info.

3,250

SOUTH DAKOTA TURNER

Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM: 10082

Prepared: 9/2/25 9:41 AM CST

Crop Year: 2025

Tract Land Data

Tract 495 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
70.21	67.90	67.90	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	67.90	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.00	13.30	0
Oats	0.00	0.15	0
Corn	0.00	33.60	0
Grain Sorghum	0.00	8.85	0
Barley	0.00	0.65	0

TOTAL 0.00 56.55

NOTES

This form is ava able electronically.						Page 1 Of 2	
CRP-1 U.S. DEPARTMENT OF AGRICULTURE 10-22-15) Commodity Credit Corporation		1. ST. & C LOCAT	CO CODE & ADMIN.	2. SIG	2. SIGN-UP NUMBER		
			46 125			48	
CONSERVATION RESERVE PROGRAM	CONTRACT	3. CONTR	ACT NUMBER	4 ACF	RES FOR	ENROLLMENT	
			11100	學 [2]11]	9	/	
7A. COUNTY OFFICE ADDRESS (Include Zip Code) TURNER COUNTY FARM SERVICE AGEN	ICY	5. FARM	0007050 Init	icel RB		00495	
655 E 4TH ST				ate: 12/1	O//3	acoloo	
PARKER, SD 57053		8. OFFER	(Select one)	FROM:		TO: (MM-DD-YYYY)	
7B. TELEPHONE NUMBER (Include Area Code): (605) 297-5	5564		ENTAL PRIORITY	V 04-01-		9-37-1010	
Little behaves the Commodity Coodit C	Corporation (referred	d to as "CCC") and in	e undersigned owner	rs operators o	or tenants	(referred to as "the	
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or lenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set 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-2C.							
10A. Rental Rate Per Acre \$ 222.66	11. Identificat	ion of CRP Land	(See Page 2 for a	dditional spa			
108. Annual Contract Payment \$15,119	A. Tract No.	B. Fleld No.	C. Practice No.	D. Acres	Ś	E. Total Estimated Cost-Share	
10C. First Year Payment \$	0000495	0005	CP28)	12.94	4	0	
(Item 10C applicable only to continuous signup when	0000495	0012	CP27	1.35		0	
the first year payment is prorated.)	0000495	0014	CP27	1.48		0	
12. PARTICIPANTS (If more than three individual	ls are signing,	see Page 3.)	DISP.		(A) DATE	ZAMA OD VVVVI	
A(1) PARTICIPANT'S NAME AND ADDRESS (ZIp Code): (RUSSELL DEAN HARTS	2) SHARE	(3) SIGNATI	URE		(4) UATE	E (MM-DD-YYYY)	
45428 296TH ST IRENE, SD 57037-6607	100.	00% XRe	ussel Na	A.	d 3,	31/16	
	2) SHARE	(3) SIGNATI				E (MM-DD-YYYY)	
		%					
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): (2) SHARE	(3) SIGNAT	URE		(4) DATE	E (MM-DD-YYYY)	
e l	Į.	%					
	or dear						
13. CCC USE ONLY A. SIGNATURE OF CCC	REPRESENTA	TIVE				E (MM-DD-YYYY)	
20	0	(4))		5-3	1-16	
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 Charler 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, tocal 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, Sublitle F, Administration). The							
provisions of appropriate criminal and civil fraud, privacy, and	d other statutes may	be applicable to the in	formation provided. K	ETURIV THIS C	OMPLLIL	D PORM TO TOOK	
The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).							
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 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		*	Operato	or's Copy	
					7.		

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Dakota Homestead Title Insurance Company

SCHEDULE A

Address reference (not applicable to coverage):

Office File Number, 25-TI-14910

- 1. Commitment Date: September 10, 2025 at 07:30 AM
- 2. Policy or policies to be issued:
 - a. ALTA 2021 Owner Policy (07/01/2021)

[X] Standard Coverage

Extended Coverage

Proposed Insured:

je [] Exter TO BE DETERMINED

Proposed Amount of Insurance:

\$ 200.00

The estate or interest to be insured:

Fee Simple

b. ALTA 2021 Loan Policy (07/01/2021)

[] Standard Coverage

Extended Coverage

Proposed Insured:

Proposed Amount of Insurance:

\$ 0.00

The estate or interest to be insured:

Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

The Title is, at the Commitment Date, vested in:

Russell Harts

The Land is described as follows:

The East Half of the Southeast Quarter (E 1/2 SE 1/4) except Parcel A and except Lot H-1 in Section Twenty-Seven (27), Township Ninety-Six (96) North, Range Fifty-Three (53) West of the 5th P.M., Turner County, South Dakota.

Dakota Homestead Title Insurance Company

By;

Turner County Title Company 255 North Main; P.O. Box 489, Parker, SD 57053 (605)297-5555

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Dakota Homestead Title Insurance Company. This Commitment is not veild without the Notice; the Commitment to issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part I-Exceptions; and a counter-signature by the Company or lis issuing agent that may be in electronic form.

[2021 v 01.00 (07-01-2021)]

Dakota Homestead Title Insurance Company

SCHEDULE B - PART I ALTA COMMITMENT

Office File Number: 25-TI-14910

Requirements

All of the following Requirements must be met:

- 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.
- 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.
- THE COMPANY requires a Warranty Deed for the insured land from Russell Harts, with marital status recited and spousal joinder, if any, or a proper non-homestead recital included, to the purchaser of the property be made, delivered, and recorded.
- THE COMPANY requires the enclosed South Dakota Data Breach Notification Law Compliance Forms be completed
 by the Sellers/ Buyers/ Mortgagees and returned to our office.
- 7. The enclosed Affidavit of Sellers as to Liens and Encumbrances must be completed, signed and returned to our office.
- 8. The enclosed Affidavit of Purchasers as to Liens and Encumbrances must be completed, signed and returned to our office. NOTE: THIS WILL BE PROVIDED WHEN FURTHER INFORMATION IS AVAILABLE.
- 9. The enclosed Non-Residential Property Affidavit must be completed, signed and returned to our office.
- You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land. We
 may make additional requirements and exceptions.
- AS referenced in Schedule A, this Commitment does not purport to insure any particular transaction, it is being issued as a preliminary or "To Be Determined" Commitment only, and is being issued as a courtesy. This Commitment must be updated and reissued in order to insure a specific transaction.
- 12. THE COMPANY requires all Judgments and Liens be satisfied of record.
- 13. ALL open mortgages must be satisfied of record.
- 14. THE COMPANY requires the complete "MAILING" address of the Buyers so that we may issue their final policy to them.

END OF SCHEDULE B - PART I

This page is only a part of a 2021 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 I-Require

[2021 v. 01.00 (07-01-2021)]

Dakota Homestead Title Insurance Company

SCHEDULE B - PART II ALTA COMMITMENT

Office File Number: 25-TI-14910

Exceptions From Coverage

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:

- 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 daims of parties in possession not shown by the public records.
- Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or 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.
- 4. Easements, or claims of easements, not shown by the public records.
- 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.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c)
 water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public
 records.
- 7. Taxes or special assessments which are not shown as existing lien by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 8. Any Service, installation or connection charge for Sewer, water or electricity.
- Any right, title, or interest in any minerals, minerals rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
- Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the final title policy.
- 11. COLLATERAL REAL ESTATE MORTGAGE -180 DAY REDEMPTION executed by Russell D. Harts, a single person, to Merchants State Bank, Hurley, SD in the face amount of \$\preceq\$ dated May 29, 1997, filed June 2, 1997 @ 8:30 A.M. and recorded in Book 157 of Mortgages, page 590, Turner County Records.

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SCHEDULE B - PART II EXCEPTIONS (Continued)

Office File Number: 25-TI-14910

- 12. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated February 22, 2002, filed February 27, 2002 @ 8:30 A.M. and recorded in Book 162 of Mortgages, page 266, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.
- ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated April 11, 2007, filed April 17, 2007 @ 8:30 A.M. and recorded in Book 169 of Mortgages, page 877, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.
- ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated February 24, 2012, filed February 17, 2012 @ 8:30 A.M. and recorded in Book 175 of Mortgages, page 833, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.
- ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated January 31, 2017, filed February 6, 2017 @ 8:30 A.M. and recorded in Book 181 of Mortgages, page 361, Tumer County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.
- 16. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated March 17, 2022, filed March 21, 2022 @ 8:30 A.M. and recorded in Book 187 of Mortgages, page 773, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.
- 17. COLLATERAL REAL ESTATE MORTGAGE -180 DAY REDEMPTION executed by Russell Dean Harts, a single person, to Merchants State Bank, Irene, SD in the face amount of \$ 1, dated December 9, 2015, filed December 11, 2015 @ 11:55 A.M. and recorded in Book 180 of Morgages, page 163, Turner County Record
- 18. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated December 10, 2020, filed December 22, 2020 @ 8:30 A.M. and recorded in Book 185 of Mortgages, page 968, Tumer County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.
- 19. MORTGAGE -180 DAY REDEMPTION executed by Russell D. Harts to Blackburn & Stevens, Prof. L.L.C., a South Dakota Limited Liability Company, Yankton, SD in the face amount of \$, dated December 4, 2023, filed August 26, 2024 @ 8:30 A.M. and recorded in Book 189 of Mortgages, page 994, Tumer County Record
- 20. WARRANTY DEED, dated November 28, 1949, filed December 13, 1949 @ 8:00 A.M. and recorded in Book 72 of Deeds, page 303, Tumer County Records, conveys to State of South Dakota, a strip of land 33 Feet wide over and across the E 1/2 SE 1/4 Sec 27-96-53; more particularly described as Lot H-1 in the E 1/2 SE 1/4 Sec 27-96-53.
- LOCATION NOTICE DRY DRAW, dated May 29, 1974, filed July 29, 1974 @ 3:00 P.M. Said Dry Draw is located in the NE 1/4 Sec 27-96-53.
- 22. LOCATION NOTICE DRYDRAW, dated May 29, 1974, filed October 31, 1974 @ 11:30 A.M. Said Dry Draw is located in the NE 1/4 Se 1/4 Se 27-96-53.

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SCHEDULE B - PART II EXCEPTIONS (Continued)

Office File Number: 25-TI-14910

- 24. REAL ESTATE TAXES for the year 2025 and subsequent years which constitute a lien but are not due and payable.

 Real Estate Taxes for the first half of 2024 payable by April 30, 2025 in the amount of \$711.81 are paid; the second half of the 2024 Real Estate Taxes payable by October 31, 2025 in the amount of \$711.81 are also paid. Parcel ID#: 04000-09653-27410
- 25. THIS COMMITMENT shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.
- 26. Note: Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Tumer County. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in that office are not covered by this Commitment.

END OF SCHEDULE B - PART II

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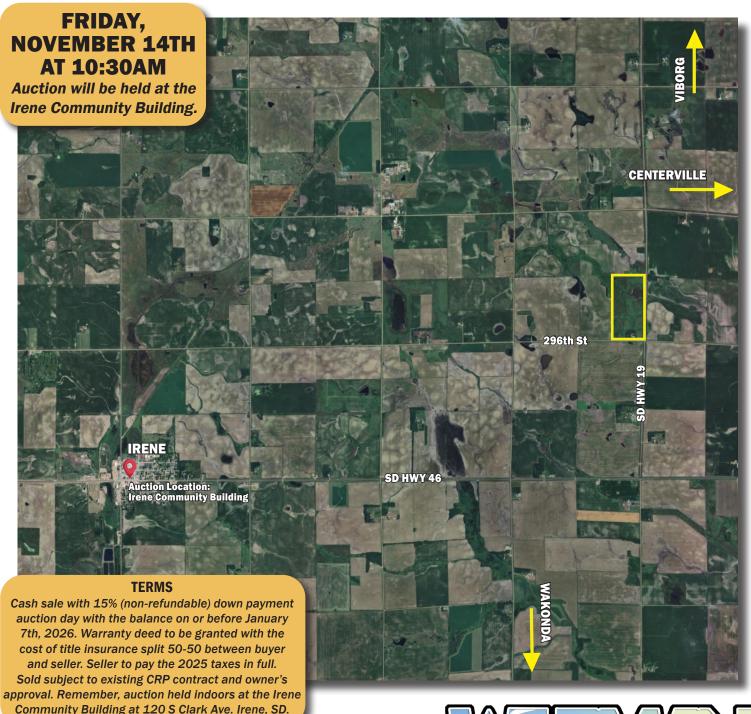






71.24 ACRES

TURNER COUNTY LAND



"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

