

5.15 ACRES COMMERCIAL PROPERTY WITH STEEL SPAN BUILDING

- TUESDAY, OCTOBER 10TH AT 10:00AM -



"We Sell The Earth And Everything On It!"

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

**5.15 ACRE COMMERCIAL PROPERTY WITH 2007 STEEL SPAN SHOP
OFFERED IN 3-TRACTS ALONG WITH COMPLETE LINE OF CONSTRUCTION EQUIPMENT
DUMP TRUCK – SEMI- LIFTS – HAND & POWER TOOLS – CEMENT FORMS AT AUCTION**

After 18-yrs in business LPL Construction has decided to discontinue operations and offer their entire line-up of equipment and commercial real estate at auction located at 100 Industrial Court Marion, SD or on the northwest edge of Marion on 273rd St. on:

TUESDAY OCTOBER 10TH 2023

REAL ESTATE SOLD FIRST AT 10:00 A.M.

INTERNET ONLY AUCTION BEGINS AT 11:30 A.M.

TRACT ONE: 2.70 ACRES WITH BUILDING

LEGAL: Lot 12 & 13 Marion Industrial Park an addition to the city of Marion, Turner County, SD.

- 2007 Steel Span 75 X 100 Building with in-floor heat, truck pit, (4) 14 X 14 OH doors, mechanical room, and bathroom with shower. Building would accommodate a multitude of uses. 3-phase power, septic system w/drain field, 15' sidewalls. Come check it out.
- 638' of highway frontage and 324' of Industrial Court frontage (gravel road). Large gravel yard to the south of shop. Was originally built as a trucking company/repair shop.
- For more information on the building see buyers packet.

TRACT TWO: 2.45 ACRES UNIMPROVED LAND

LEGAL: Lot 14 Marion Industrial Park an addition to the city of Marion, Turner County, SD.

- Bare lot located south of Tract One. Currently seeded to grass/alfalfa and access from Industrial Court. Property is bordered to the south by Burlington Northern Railroad.
- This is a ready to build on commercial zoned lot with city water available, 3-phase power from X-Cel energy, and septic system/holding tanks for sewer.

TRACT THREE: 5.15 ACRES COMBINATION OF TRACT 1 & 2

- Property has been surveyed and all pins located. Annual Taxes on entire unit \$6,118.16 with a current Assessment of \$258,492.00

TO INSPECT THE PROPERTY: Open houses to be held on Tuesday September 26th and Tuesday Oct. 3rd from 5:00 to 7:00 p.m. or by appointment with the auctioneers.

TERMS: Cash sale with 15% down (non-refundable) auction day with the balance on or before November 20th 2023. 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 closing. Sold subject to owners approval and in the manner that realizes the highest net dollars to the seller. Auctioneers represent the sellers only and will not offer any broker participation. Come take a look at this unique opportunity. No disappointments!

LPL CONSTRUCTION LLC-OWNER

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

LPL CONSTRUCTION

ADDITIONAL INFORMATION

BUILDING INFORMATION

2007 STEEL SPAN 75 X 100 BUILDING 15' SIDEWALLS

- 8 X 10 MECHANICAL ROOM WITH 250 AMP 3-PHASE BREAKER PANEL, PEERLESS NATURAL GAS BOILER FOR IN-FLOOR HEAT, ELECTRIC 80-GAL. WATER HEATER
- 8 X 10 BATHROOM WITH VANITY, STOOL, & SHOWER. BATHROOM & MECHANICAL ROOM HAVE STAIRCASE WITH STORAGE ABOVE. COLEMAN MAGNA FORCE 8-HSP AIR COMPRESSOR, 80-GAL. STAYS IN PLACE WITH PLASTIC AIR LINE PLUMPED THROUGHOUT.
- 2/3 OF THE BUILDING HAS UPDATED LED LIGHTING.
- TRUCK DRIVE OVER PIT IS 40" WIDE X 28' LONG AND 48" DEEP. HAS ROLLING OIL DRAIN, AND BUMP-OUTS UNDERNEATH FOR TOOL BOX STORAGE. TRUCK PIT HAS AIR LINE PLUMBED UNDER.
- SOUTH STALL WAS DESIGNED TO BE A TRUCK WASH WITH WATER-PROOF ELECTRICAL
- NORTH WALL OF BUILDING HAS WATER AND SEWER ROUGHED IN FOR OFFICE/BATHROOMS
- BUILDING HAS PREMIUM INSULATION PACKAGE IN THE CEILING AND HAS FULL INTERIOR WALL LINER STEEL WITH SOME DAMAGE TO THE NORTH WALL LINER.
- OUTSIDE CONCRETE PADS ON THE WEST AND EAST SIDE ARE 30' X 36'. TRAILER DROP DOWN PAD ON SOUTH SIDE OF BUILDING IS 3' X 100'
- (4) 14 X 14 INSULATED OVERHEAD DOORS WITH (2) 36" STEEL WALK DOORS FOR ACCESS.
- CITY 2" WATER SUPPLY LINE, SEPTIC TANK WITH DRAIN FIELD AND X-CEL ENERGY 3-PHASE POWER.
- LOTS OF POTENTIAL USES FOR THIS BUILDING THAT IS IN EXCELLENT CONDITION. SOUTH WALL COULD HAVE A LARGE DOOR INSTALLED FOR COMBINE-EQUIPMENT



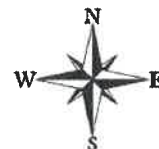
Aerial Map



Boundary Center: 43° 25' 43.42, -97° 15' 50.68

0ft 274ft 548ft

6-99N-54W
Turner County
South Dakota



Maps Provided By:



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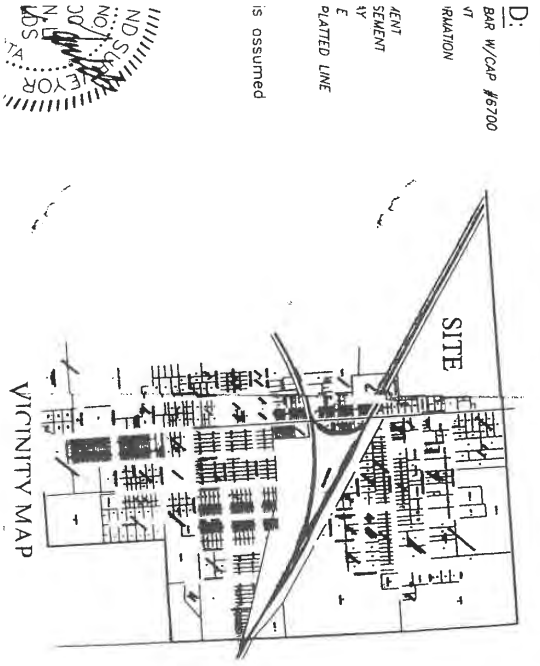
9/1/2023

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

273RD STREET

IE CURVE DATA

DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BRG
90°02'38"	392.89	353.69	N 42°04'11" E
124°26'25"	288.86	235.34	S 61°06'11" W
45°53'26"	510.15	498.32	N 35°13'54" W

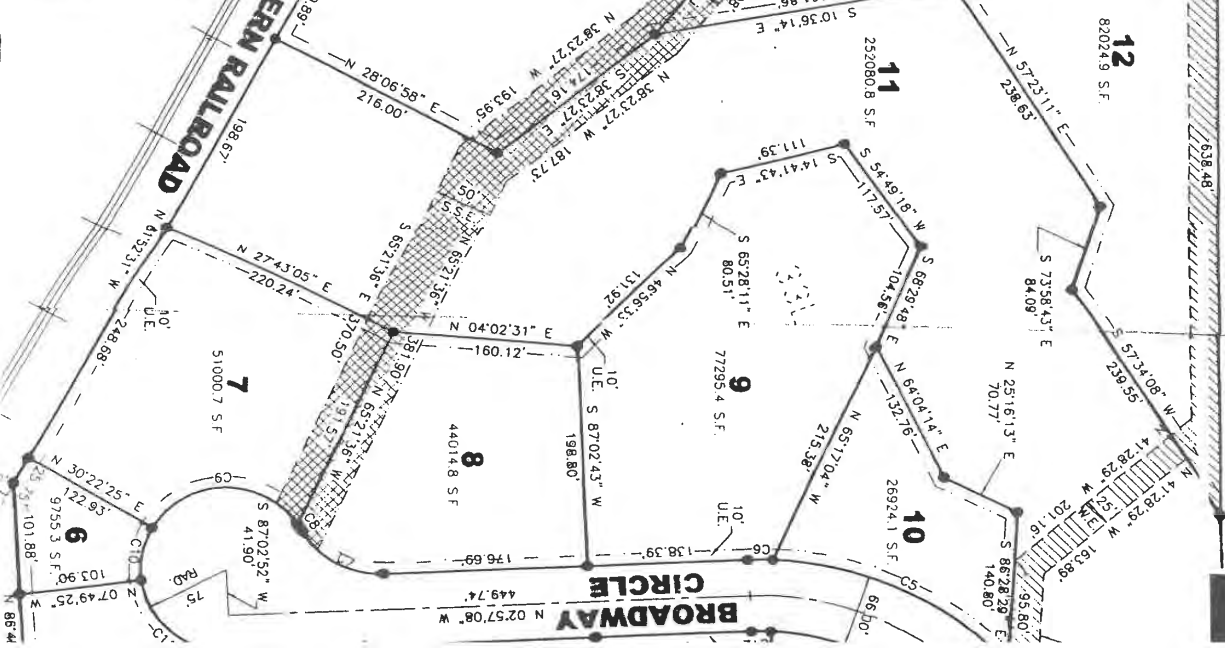


AREA TABLE

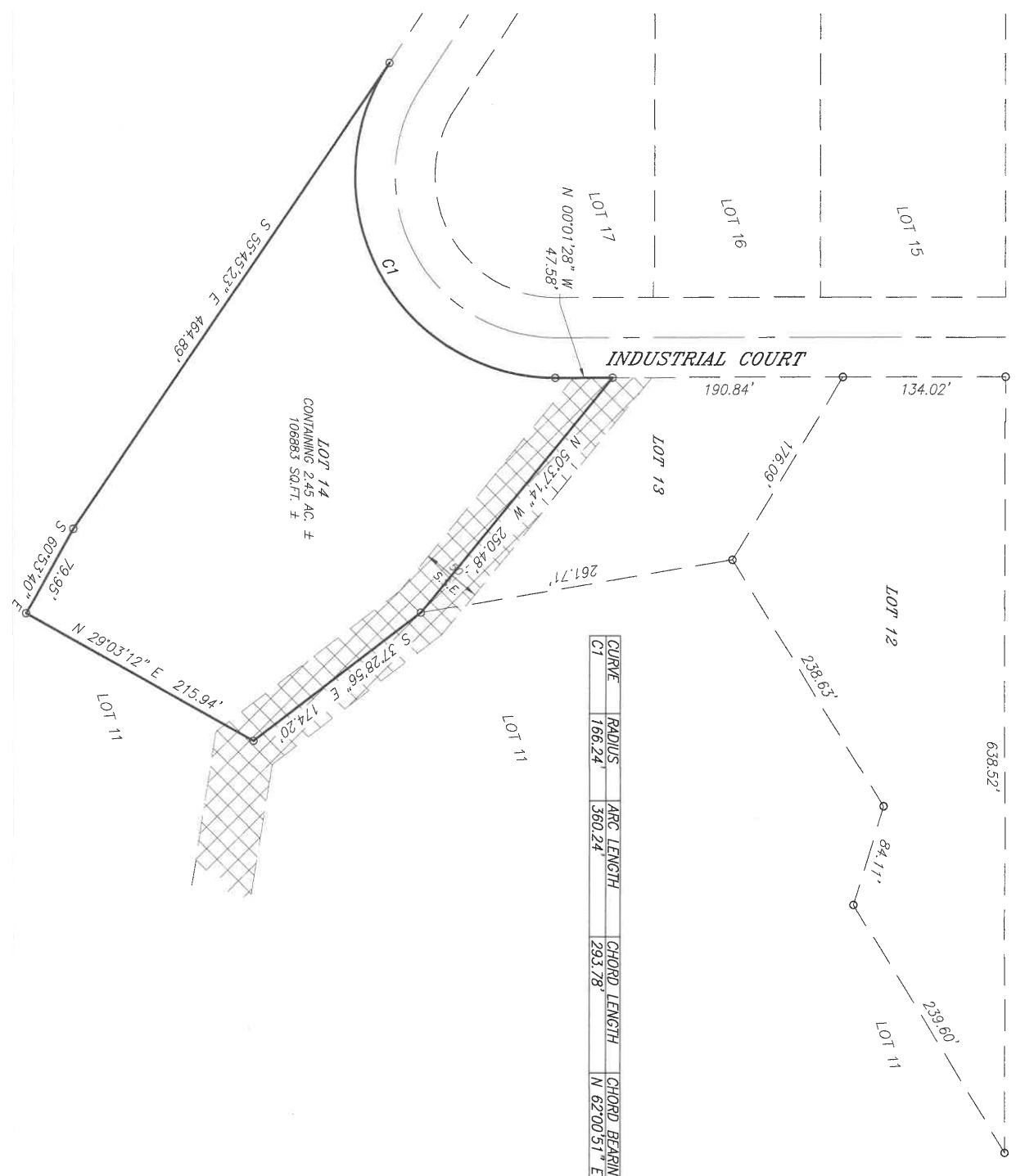
STREETS	3.75 AC.
LOTS	25.88 AC.
TOTAL	29.63 AC.

PROPERTY LINE CURVE DATA

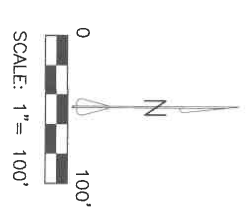
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BRG
C1	283.00	38°52'53"	192.0	188.36	N 67°39'14" E
C2	283.00	46°40'57"	230.3	224.25	N 24°52'25" E
C3	283.00	04°29'08"	22.16	22.15	N 00°42'34" W
C4	283.00	63°51'48"	83.59	79.33	S 28°58'59" W
C5	75.00	05°44'22"	7.51	7.51	N 58°02'16" E
C6	75.00	114°47'39"	150.2	126.36	N 02°13'45" W
C7	75.00	38°11'50"	50.00	49.08	N 78°43'30" W
C8	75.00	87°10'35"	107.7	98.58	S 41°05'18" W
C9	75.00	04°29'18"	17.00	16.99	N 00°42'29" W
C10	217.00	94°31'50"	324.0	294.75	N 44°16'50" E



BAR W/CAP #67300
 PLATED LINE
 IS ASSUMED



273RD STREET
638.52'



- LEGEND**
- △ SECTION CORNER
 - SET IRON PIN WITH CAP #9592
 - FD MONUMENT (C/P #6720)
 - S.S.E. SANITARY SEWER EASEMENT
 - R/W RIGHT OF WAY

NOTES:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. BASIS OF BEARINGS IS UTM ZONE 14 PROJECTION.

Certificate of title that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of South Dakota.
Eric D. Meyer
License number 9692
My license renewal date is 5/31/2024.
I agree or streets covered by this seal: 1
Date 8/25/23

CERTIFICATE OF SURVEY
LOT 12-13-14 BLOCK 1 MARION INDUSTRIAL PARK
AN ADDITION TO THE CITY OF MARION, TURNER COUNTY, SD

DESIGNED BY	EDM	DATE	8/25/2023	PROJECT NO.	23118
CHECKED BY	EDM	REVISION		SHEET NO.	1 of 1

Prepared by:
Eric D. Meyer, R.L.S. 9592
45246 SD Hwy 44
Parker, SD 57053
Phone: (605) 310-9401



Issuing Agent: Turner County Title Company
Issuing Office File Number: 23-TI-14188

SCHEDULE A

1. Commitment Date: August 29, 2023 at 08:00 AM

2. Policy or policies to be issued:

a. ALTA Own. Policy (06/17/06)

Standard Coverage Extended Coverage

Proposed Insured: TO BE DETERMINED

Proposed Policy Amount: \$ 1,000.00

b. ALTA Loan Policy (06/17/06)

Standard Coverage Extended Coverage

Proposed Insured:

Proposed Policy Amount: \$ 0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in LPL Construction, LLC.

5. The Land is described as follows:

Lots Twelve (12), Thirteen (13) and Fourteen (14), Marion Industrial Park Addition, an Addition to the City of Marion, Turner County, South Dakota, according to the recorded plat thereof.

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

By: 
Turner County Title Company

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This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B, PART I
Requirements

File Number: 23-TI-14188

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. THE COMPANY requires a Warranty Deed be executed and recorded conveying title from LPL Construction, LLC to the purchaser of the property.
6. Our Company requires a written showing, in the form of a Resolution, executed by a majority of the controlling Member or Managers of LPL Construction, LLC that authorizes the proposed sale of the insured land pursuant to and in accordance with LPL Construction, LLC's Operating Agreement and any amendments thereto.
7. 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. NOTE: THIS WILL BE PROVIDED WHEN FURTHER INFORMATION IS RECEIVED AND WILL BE REQUIRED AT TIME OF CLOSING.
8. The enclosed Affidavit of Entity as to Liens and Encumbrances must be completed, signed and returned to our office. NOTE: THIS WILL BE PROVIDED WHEN FURTHER INFORMATION IS RECEIVED AND WILL BE REQUIRED AT TIME OF CLOSING.
9. 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 RECEIVED AND WILL BE REQUIRED AT TIME OF CLOSING.
10. The enclosed Non- Residential Affidavit must be completed, signed and returned to our office. NOTE: THIS WILL BE PROVIDED WHEN FURTHER INFORMATION IS RECEIVED AND WILL BE REQUIRED AT TIME OF CLOSING.
11. 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.
12. 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.

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SCHEDULE BI & BII
(Continued)

File Number: 23-TI-14188

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:

- A. 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
- B. General Exceptions:
1. Rights or claims 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 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.*
 3. Easements, or claims of easements, not shown by the public records.*
 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.

- C. Special Exceptions:
1. 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.
 2. REAL ESTATE TAXES for the year 2023 and subsequent years which constitute a lien but are not due and payable. Real Estate Taxes for the first half of 2022 payable by April 30, 2023 in the amount of \$3,138.88 have been paid; the second half of the 2022 Real Estate Taxes payable by October 31, 2023 in the amount of \$2,979.28 are unpaid. Parcel ID#: 25935-00000-01200

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SCHEDULE BI & BII
(Continued)

File Number: 23-TI-14188

3. 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.
4. Note: Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Turner 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.

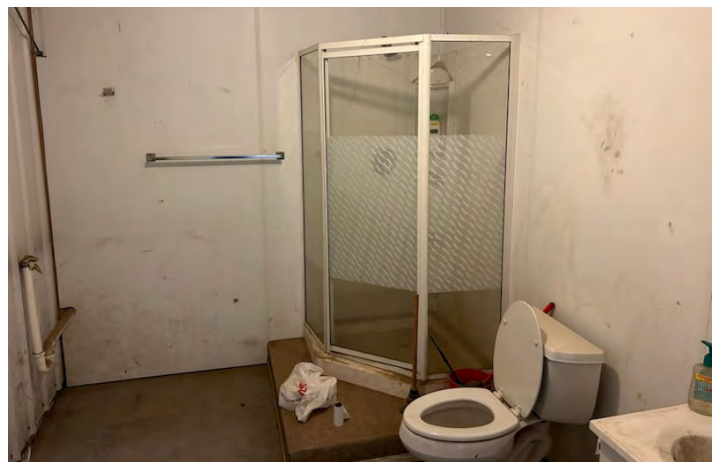
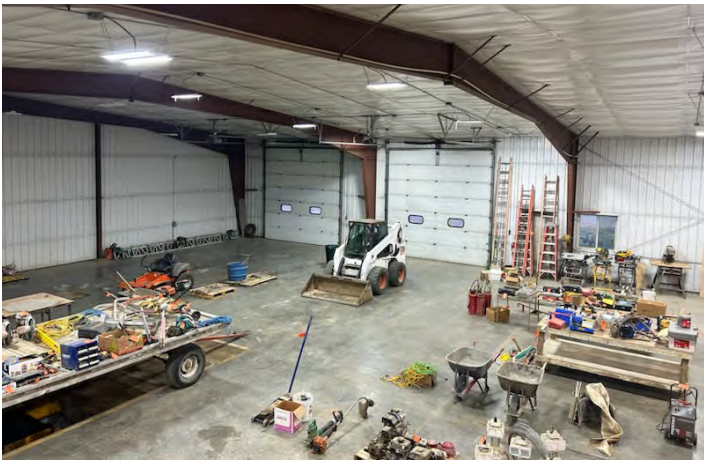
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ALTA Commitment (Adopted 08.01.2016)

(23-TI-14188.PFD/23-TI-14188/1)





5.15 ACRES

COMMERCIAL PROPERTY WITH STEEL SPAN BUILDING

**TUESDAY,
OCTOBER 10TH
AT 10:00AM**

*Auction will be held at the
property at 100 Industrial
Court, Marion, SD.*

TERMS: Cash sale with 15% down (non-refundable) auction day with the balance on or before November 20th 2023. 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 closing. Sold subject to owners approval and in the manner that realizes the highest net dollars to the seller. Auctioneers represent the sellers only and will not offer any broker participation. Come take a look at this unique opportunity. No disappointments!

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