



Tract #2

Tract #1

*Live Public*

# Farmland & Acreage Auction

**Elk Point TWP Union County, SD**

**SALE DATE:**

**December 20, 2024**

**10:30 A.M.**

**Kenneth B. Mouw**

**Revocable Trust - Owners**

These Properties Are Located Just North  
Of Elk Point, SD &  
East Of Burbank, SD & Southwest of  
Westfield, IA!!

These Tracts Are All Adjoining!



Tract #1

Approx Boundary



Tract #2

Approx Boundary Lines



Tract #3

**ZOMER Z COMPANY**  
REALTY & AUCTION

[zomercompany.com](http://zomercompany.com)

712.476.9443

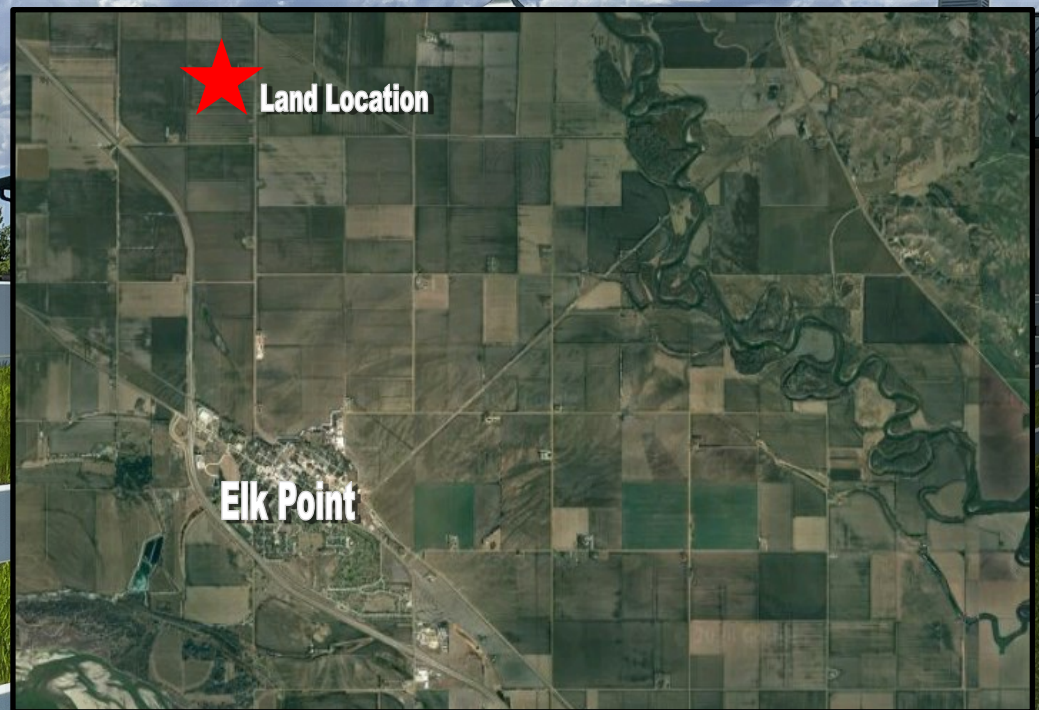
1414 Main St., Rock Valley



**Auctioneer's Note:** This is an incredible opportunity to purchase one or two tracts of farmland or a building site or all three! These properties all adjoin each other and are located on a hard surface road just outside of Elk Point, SD & only a short drive from interstate 29! If you have been searching for land or a building site then you know how hard it is to find one or the other and it is even more rare to have an opportunity to purchase a tract of farmland and building site which adjoin each other! Make plans today to purchase one or several of these properties!

**Location:** 32149 SD 11, Elk Point, SD or From Elk Point, SD go North on SD HWY 11 for 2 1/2 miles to the properties. The properties will be located on the West side of the Hwy. Watch [zomercompany.com](http://zomercompany.com) for inclement weather!

**The auction will be held at the site of the properties.**



**Abbreviated Legal Description of Tract 1(SOUTH TRACT OF FARMLAND):** Mouw Tract 3, in Government Lot 1 of the NE1/4 and in the N1/2 of the SE1/4 Both in Section 1, Township 91N, Range 50 West of the 5th P.M., Union County, SD. Subject to all public roads, drainage taxes and assessments and easements of record.

**General Description of Tract 1(SOUTH TRACT OF FARMLAND):** According to the recent survey, this property contains 76.92+/- acres. This tract of farmland is an inside tract of farmland which is nearly 100% tillable! This farm has a corn base and soybean base combined with the adjoining farmland with a PLC yield of 122bu on corn and a PLC yield of 42bu on soybeans. This farm is classified as NHEL. The predominant soil types include: Ld-Luton. According to Agri-Data the soil productivity rating is 63 and the county soil rating is currently combined with tract 2 and is .648. This is an inside tract of farmland with predominantly all 1/2 mile rows! If you are a farmer or investor looking for a tract of farmland to add to your operation or investment portfolio then be sure to take a look at this farm! This farm does have an old well which is believed to have been capped. This farm is accessed through an access easement on the existing driveway through Tract 3(building site). There will also be an easement on the existing driveway which divides Tract 1 and 2 that both the buyers of tracts 1 and 2 will grant a easement to the other party on this existing driveway for access to each tract. Contact an agent for further details on easement.

**Abbreviated Legal Description of Tract 2(NORTH TRACT OF FARMLAND):** Mouw Tract 2, in Government Lot 1 of the NE1/4 and in the N1/2 of the SE1/4 Both in Section 1, Township 91N, Range 50 West of the 5th P.M., Union County, SD. Subject to all public roads, drainage taxes and assessments and easements of record.



**General Description of Tract 2(NORTH TRACT OF FARMLAND):** According to the recent survey, this property contains 71.12+/- acres. This tract of farmland is an inside tract of farmland with approx. 69.08+/- tillable acres! This farm has a corn base and soybean base combined with the adjoining farmland with a PLC yield of 122bu on corn and a PLC yield of 42bu on soybeans. This farm is classified as NHEL. The predominant soil types include: Ld-Luton. According to Agri-Data the soil productivity rating is 63 and the county soil rating is currently combined with tract 1 and is .648. This is an inside tract of farmland! If you are a farmer or investor looking for a tract of farmland to add to your operation or investment portfolio then be sure to take a look at this farm! This farm is accessed through an access easement on the existing driveway through Tract 3(building site). There will also be an easement on the existing driveway which divides Tract 1 and 2 that both the buyers of tracts 1 and 2 will grant a easement to the other party on this existing driveway for access to each tract. Contact an agent for further details on easement.

**Abbreviated Legal Description of Tract 3(Building Site):** Mouw Tract 1, in Government Lot 1 of the NE1/4 and in the N1/2 of the SE1/4 Both in Section 1, Township 91N, Range 50 West of the 5th P.M., Union County, SD. Subject to all public roads, drainage taxes and assessments and easements of record.

**General Description of Tract 3:** According to the recent survey, this property contains 8.53+/- acres. This is an outstanding opportunity to purchase a property located on a hard surface road just North of Elk Point, SD! This property currently has a Morton building on the property which is approx. 40 x 60 with an approx. 10 x 40 lean to on the South side of the building! This building has a partial cement floor and partial dirt floor and also has a small office/tool room! This property has a well established grove/shelterbelt which is enrolled in a conservation program until 9/3/2032 with NRCS with an annual payment of \$705.00 made to the owner of the property! Seller to retain the full 10-1-24 CRP payment and buyer to receive the full 10-1-2025 CRP payment and all future payments. Buyer agrees to assume the current CRP contract and shall be responsible for any midterm maintenance requirements if any for the CRP. This property currently has a well for water and there is electric service to the property! This is an outstanding opportunity to purchase a property on a hard surface road near Elk Point, SD! This property is located in a flood plain so any building would need to be done in accordance with any zoning regulations concerning the flood plain. Buyers are encouraged to verify that the buyers intended use of the property will be permitted. The buyer of this property will be required to grant an ingress/egress access easement on the existing driveway to the adjoining farmland. Do not pass up this opportunity to purchase this fantastic property! How often can you find a property located on a hard surface road for sale in this area!

**Method of sale: Auction of the tracts will be held at the site of the farmland.** Tracts 1 & 2 will be sold in the choice method. Top bidder of the round of choice will have the option to select the tract of their choice or both of the tracts of farmland. If the top bidder selects 1 of the farmland tracts then whichever farmland tract is remaining will be sold. The tracts of farmland will not be combined in any way other than the option to purchase both tracts during the round of choice. Once both tracts of farmland are sold then Tract 3 the building site will be sold. Tracts 1 & 2 (Farmland) will be sold with the final bid price times the gross surveyed acres. Tract 3 (Building site) will be sold in total dollars.

**Taxes:** The current Real Estate Taxes according to the Union County Assessor are approx. \$3,996.56 per year for all 3 tracts combined. Taxes will be reassessed due to the recent survey division of the tracts. Seller will pay the 2024 taxes which are due and payable in March and Sept of 2025.

**Possession:** Possession of the farmland will be on March 1, 2025. Possession of the building site will be on closing day.

**Terms:** Purchaser(s) will be required to pay a non-refundable 15 % of the purchase price as earnest money deposit, and also agree to enter into a purchase agreement with the remaining balance due and payable on closing day on or before February 5, 2025 when the buyer shall receive a clear and merchantable title to the property. Owners Title insurance and closing fee split 50/50 between buyer and seller. Michael McGill Attorney At Law will act as Escrow and Closing agent. These properties are being sold as is as a cash sale with no finance contingencies and as is with any/all defects and encroachments if any. While every effort has been made to ensure the accuracy of the information herein, all prospective buyers are encouraged to inspect the property and verify all data provided. No warranties are expressed or implied. Any lines on maps and pictures are for informational purposes only and are not guaranteed to be actual boundary lines of the property. Sellers do not warranty or guarantee that existing fences lie on the true boundary and any new fencing if any will be the responsibility of the purchaser pursuant to SD statutes. Any announcements made day of the auction will supersede any advertisements. Aerial maps, soil maps and auction booklets are available upon request. All measurements and years built are estimated and not guaranteed. Buyer of tract 3 will be required to assume the current CRP contract and will be responsible for any midterm maintenance remaining if any. This Property is being sold subject to the confirmation of the sellers. All buyers are encouraged to do buyers due diligence. Auctioneers and Real Estate brokers are representing the sellers. If any additional information is requested, please contact auctioneers listed below. **Michael McGill—Attorney For The Sellers**

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# ELKPOINT TWP

WEST

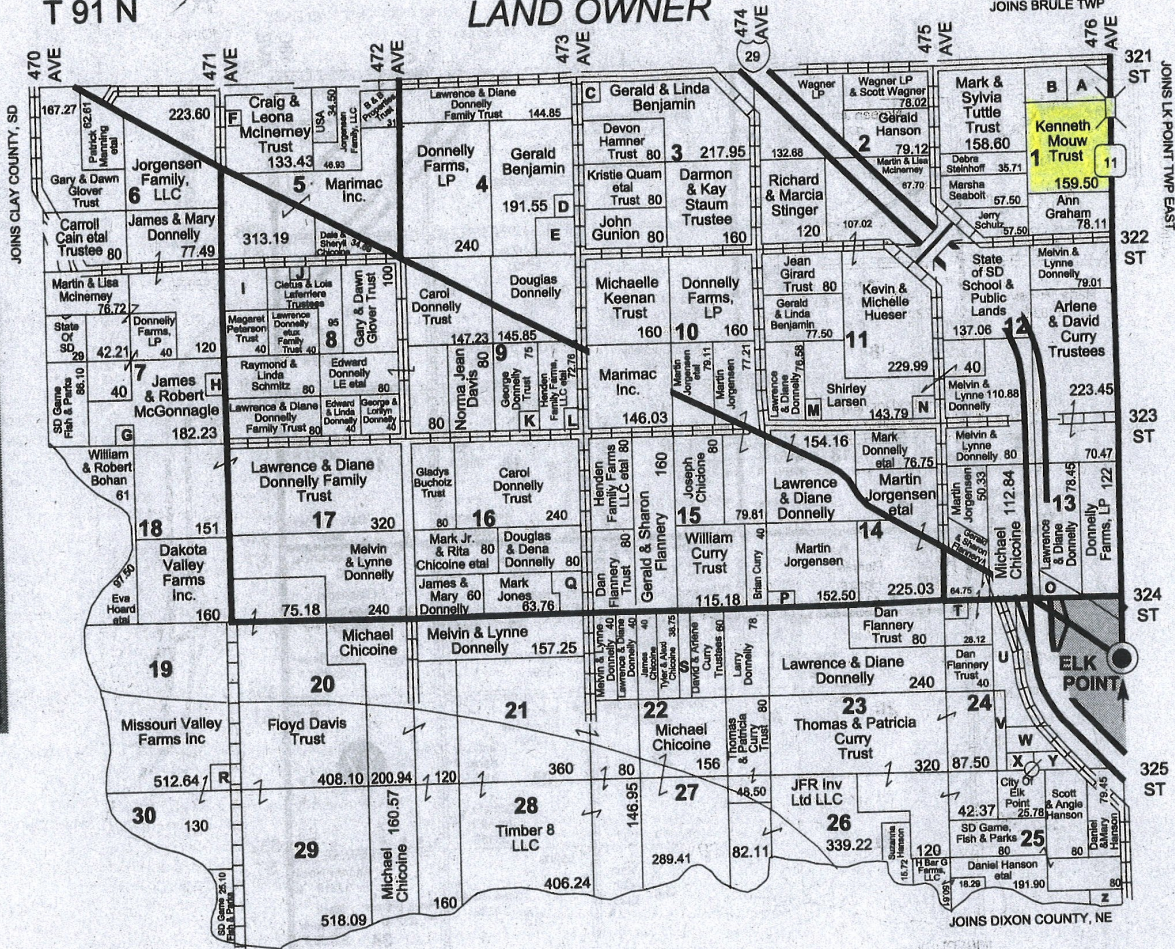
LAND OWNER

T 91 N

R 50 W

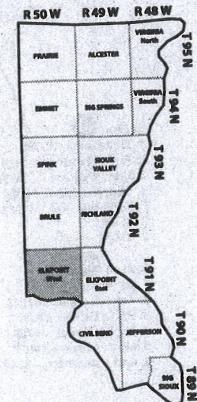
JOINS BRULE TWP

LAND OWNER & RURAL RESIDENT MAPS



## Small Tracts

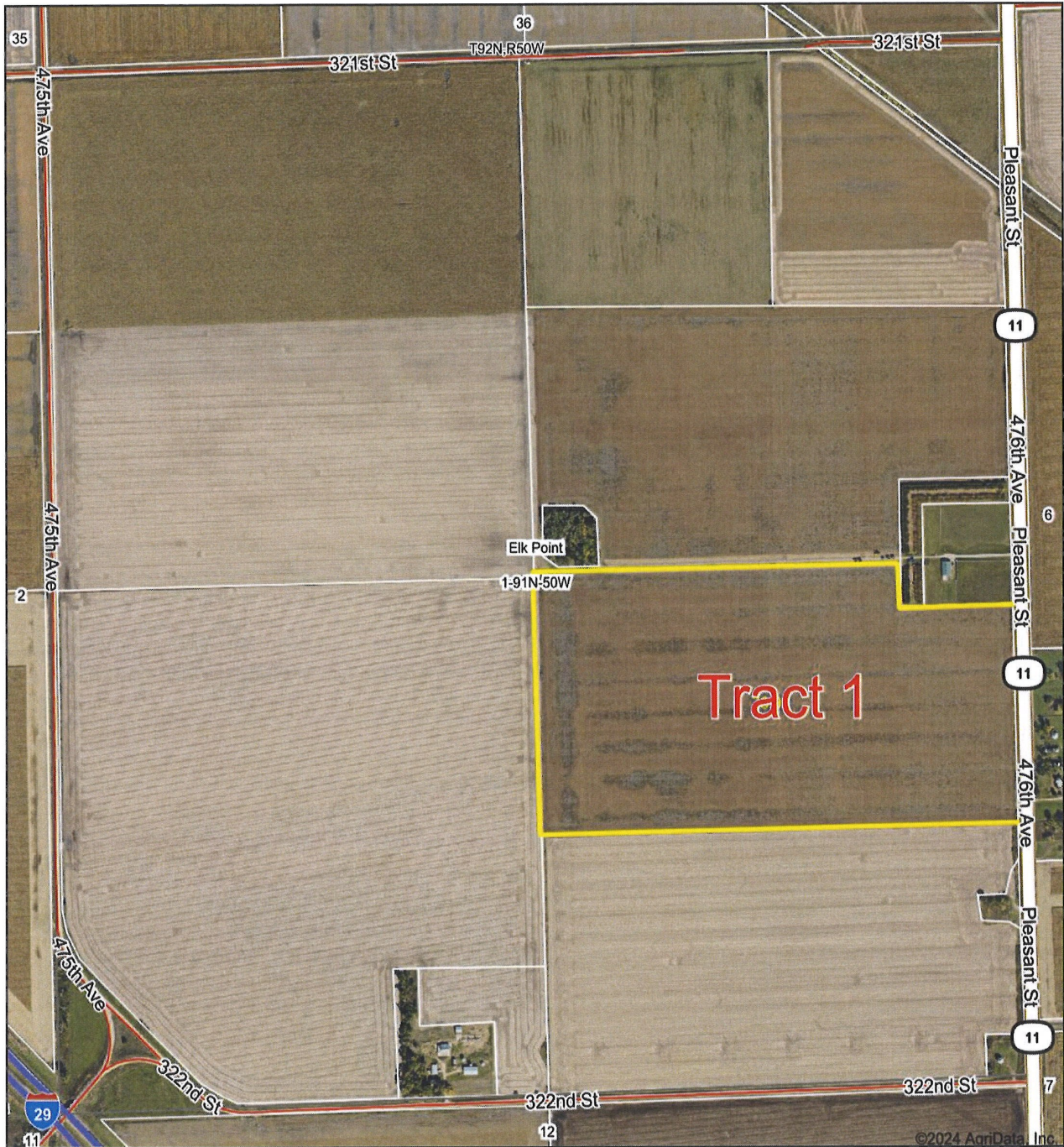
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- Section 1 B Dakota Eastern Ltd - 39.67
- Section 3 C John Labruno - 13.14
- Section 4 D Gerald & Linda Benjamin - 8.45
- Section 5 E Kristie Quam Trust et al - 35.25
- Section 6 F Brian McInerney - 10.48
- Section 7 G Robert & Sandra McGonnagle - 10
- Section 7 H Cory Donnelly - 8
- Section 8 I Anthony Donnelly et al - 35.87
- Section 8 J Joseph & Susan Klose - 5
- Section 9 K Kory & Elizabeth Frank - 5
- Section 9 L Carol Donnelly Trust - 5.12
- Section 11 M Daniel & Nicki Swatek - 5
- Section 11 N Shawn & Andrea Geary - 7.22
- Section 13 O Muth Properties, LLC - 6.55
- Section 14 P Lawrence & Diane Donnelly - 7.50
- Section 16 Q James & Mary Lynne Donnelly - 36.24
- Section 19 R Merton & Joanne Turner - 5.56
- Section 22 S J. David Chaussee Trustee - 18.75
- Section 24 T Michael & Susanne Steinbrecher - 11.88
- Section 24 U Boyd Reimnitz - 64.37
- Section 24 V William Curry - 35.33
- Section 24 W Craig Fennel Trust - 48.37
- Section 24 X Scott & Angie Hanson - 10.91
- Section 24 Y Daniel & Mary Hanson - 15.04
- Section 25 Z Lewis Weinberg - 20



UNION COUNTY, SD



## Aerial Map



Boundary Center: 42° 43' 36.04, -96° 41' 34.35



Maps Provided By:



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

**1-91N-50W**  
**Union County**  
**South Dakota**

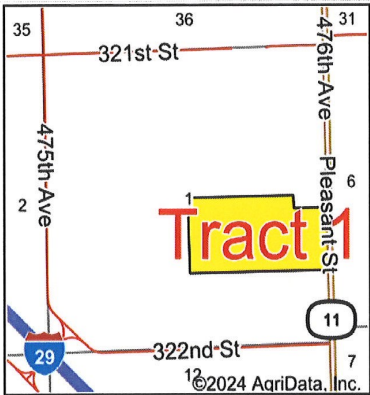
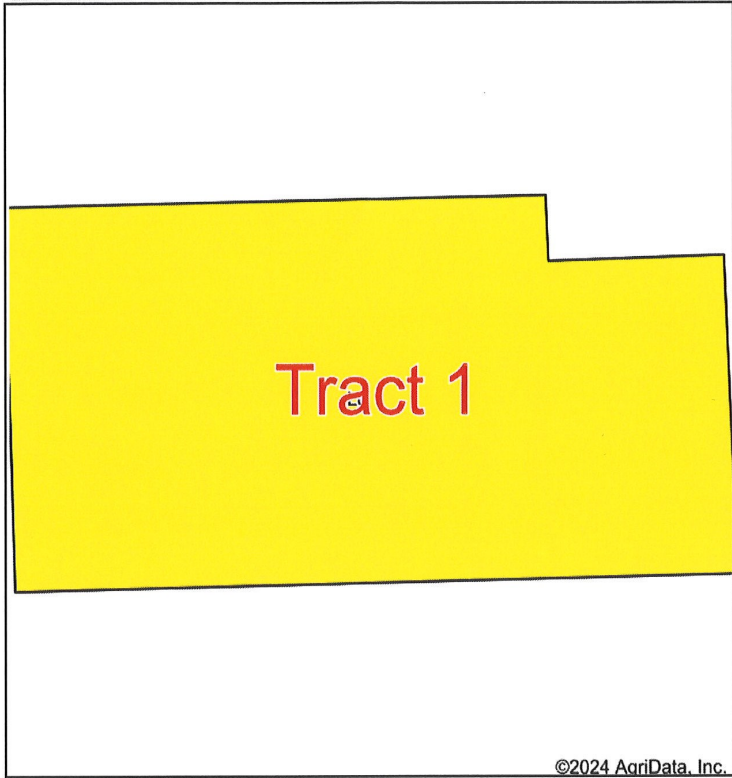
0ft 823ft 1647ft



9/16/2024



Soils Map



State: South Dakota  
County: Union  
Location: 1-91N-50W  
Township: Elk Point  
Acres: 76.92  
Date: 9/16/2024



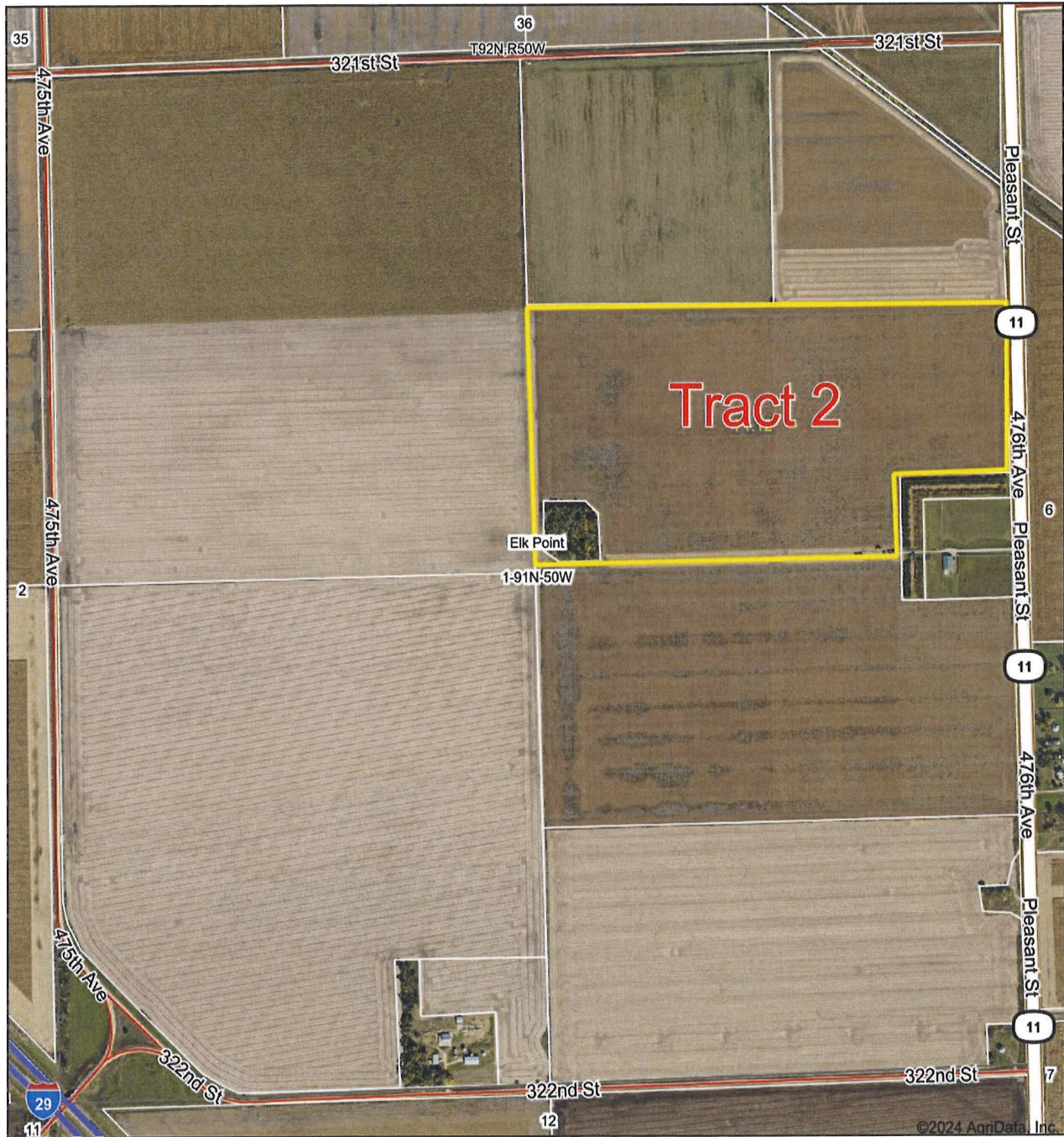
Soils data provided by USDA and NRCS.

Area Symbol: SD127, Soil Area Version: 27											
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	Bromegrass alfalfa hay Tons	Corn Bu	Oats Bu	Soybeans Bu	*n NCCPI Soybeans
Ld	Luton silty clay	76.92	100.0%		IVw	63	3.4	80	44	27	50
Weighted Average					4.00	63	3.4	80	44	27	*n 50

\*n: The aggregation method is "Weighted Average using all components"  
\*c: Using Capabilities Class Dominant Condition Aggregation Method



## Aerial Map



Boundary Center: 42° 43' 49.14, -96° 41' 34.56

0ft 823ft 1647ft

Maps Provided By:  
**surety**  
CUSTOMIZED ONLINE MAPPING  
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**1-91N-50W**  
**Union County**  
**South Dakota**

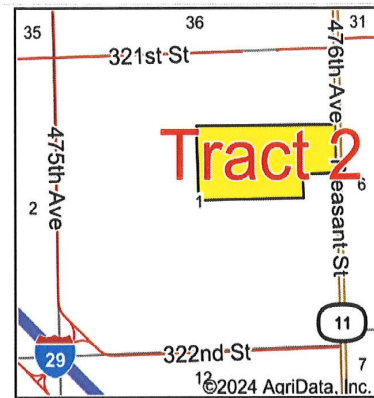
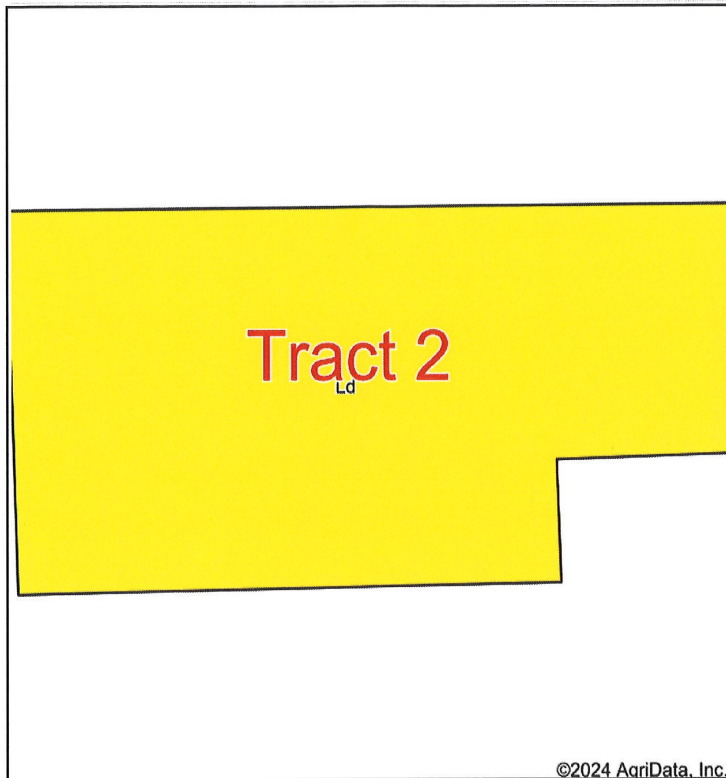


9/16/2024

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



## Soils Map



State: **South Dakota**  
County: **Union**  
Location: **1-91N-50W**  
Township: **Elk Point**  
Acres: **71.12**  
Date: **9/16/2024**



**Maps Provided By:**



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CUSTOMIZED ONLINE MAPPING

[www.AgriDataInc.com](http://www.AgriDataInc.com)



Soils data provided by USDA and NRCS.

Area Symbol: SD127, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	Bromegrass alfalfa hay Tons	Corn Bu	Oats Bu	Soybeans Bu	*n NCCPI Soybeans
Ld	Luton silty clay	71.12	100.0%		IVw	63	3.4	80	44	27	50
<b>Weighted Average</b>					<b>4.00</b>	<b>63</b>	<b>3.4</b>	<b>80</b>	<b>44</b>	<b>27</b>	<b>*n 50</b>

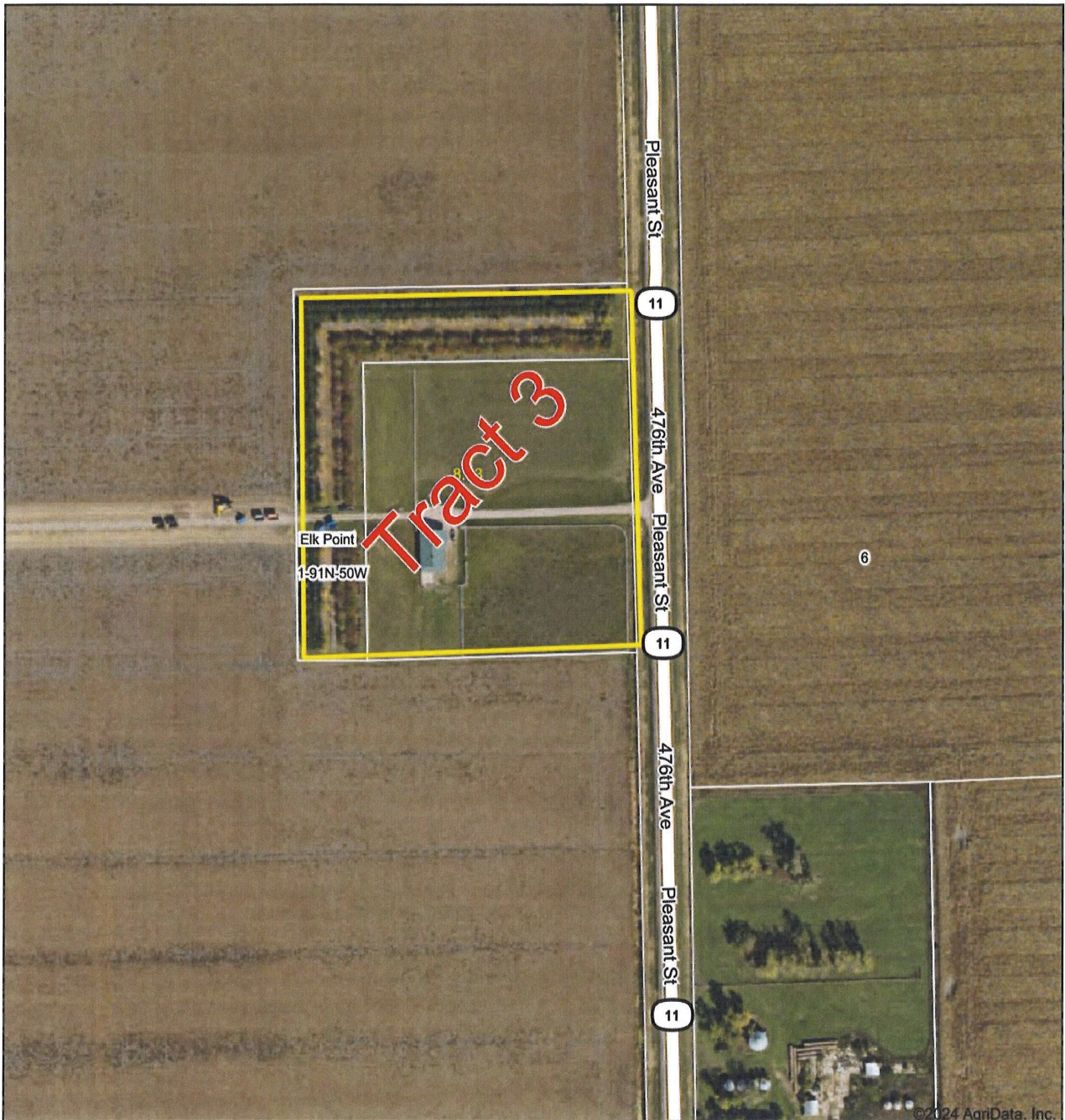
\*n: The aggregation method is "Weighted Average using all components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



## Aerial Map



Boundary Center: 42° 43' 43.49, -96° 41' 21.07



Maps Provided By:



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

**1-91N-50W**  
**Union County**  
**South Dakota**

0ft 274ft 549ft

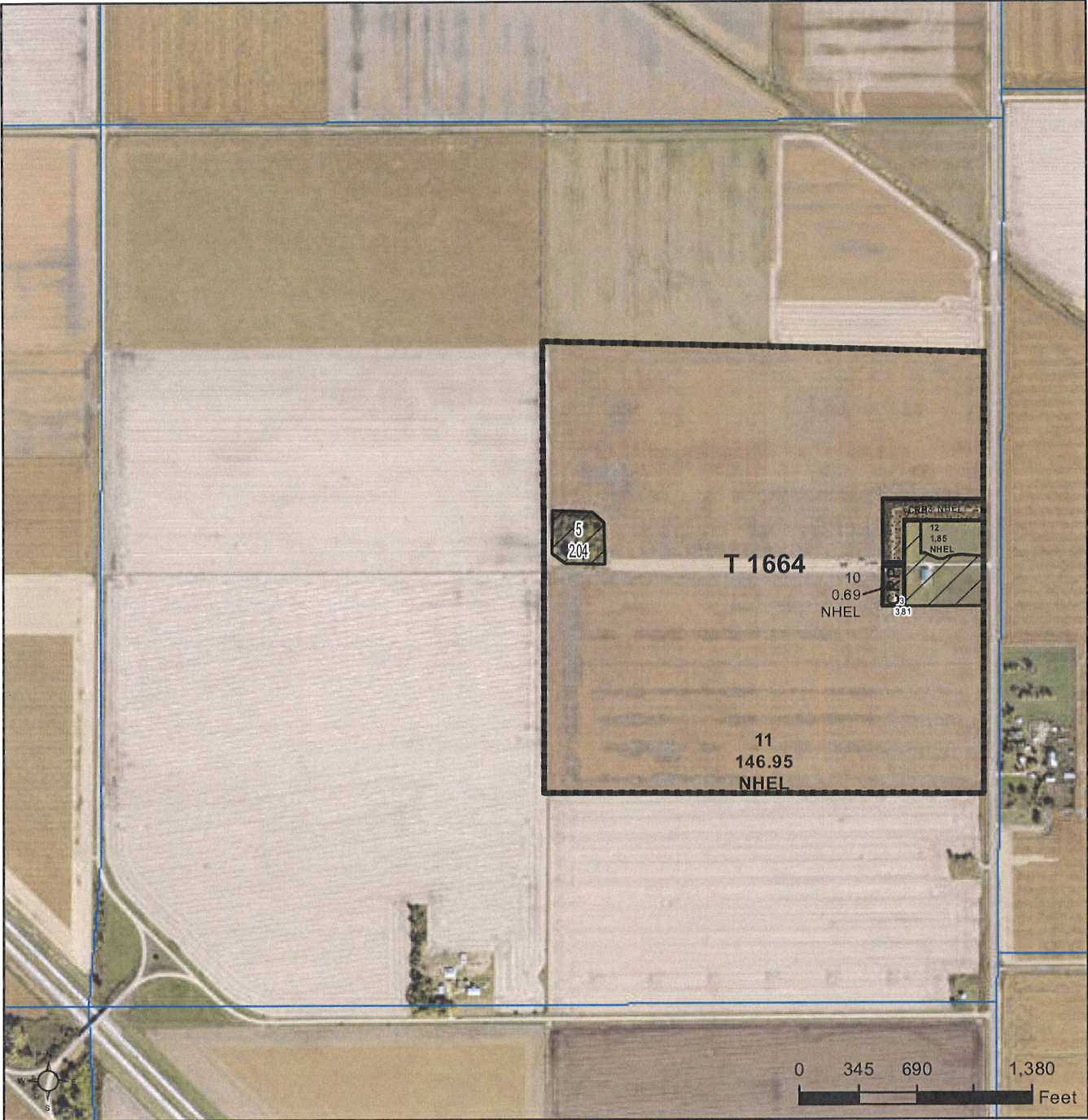


9/16/2024





Union County, South Dakota



**Common Land Unit**

Non-Cropland	CRP
Cropland	Tract Boundary
	PLSS

**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  
Wheat - HRS or HRW  
Sunflowers = Oil or Non

Producer Initial \_\_\_\_\_  
Date \_\_\_\_\_

2024 Program Year  
Map Created April 24, 2024  
**Farm 5061**

**1-91N-50W-Union**

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).





SOUTH DAKOTA  
UNION

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

### Abbreviated 156 Farm Record

FARM : 5061

Prepared : 5/10/24 10:59 AM CST

Crop Year : 2024

#### Operator Name

CRP Contract Number(s) : 11175A  
Recon ID : 46-127-2007-65  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

#### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
157.87	152.02	152.02	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	148.80		0.00		3.22	0.00	0.00	1.85

#### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

#### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	76.70	0.00	122	0
Soybeans	70.20	0.00	42	0
<b>TOTAL</b>	<b>146.90</b>	<b>0.00</b>		

#### NOTES

Tract Number : 1664

Description : S1/2NE;N1/2SE 1-91-50  
FSA Physical Location : SOUTH DAKOTA/UNION  
ANSI Physical Location : SOUTH DAKOTA/UNION  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Tract does not contain a wetland  
WL Violations : None  
Owners : KENNETH B MOUW REVOCABLE TRUST  
Other Producers : KENNETH B MOUW  
Recon ID : None

#### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
157.87	152.02	152.02	0.00	0.00	0.00	0.00	0.0



SOUTH DAKOTA  
UNION  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5061  
Prepared : 5/10/24 10:59 AM CST  
Crop Year : 2024

Tract 1664 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	148.80	0.00	3.22	0.00	0.00	1.85

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	76.70	0.00	122
Soybeans	70.20	0.00	42

**TOTAL** **146.90** **0.00**

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, gender identity (including gender expression), sexual orientation, 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.

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Prepared Date: 05/23/2019 11:46 AM

Administrative State: South Dakota  
Administrative County: Union

INDIVIDUAL CONTRACT

Contract Number: 11175A Contract Status: Active Signup Name: Continuous SU50

Physical State: SD Physical County: Union

Original CRP-1 Start Date: 10/01/2017 Original CRP-1 End Date: 09/30/2032 Effective Start Date: 11/16/2018 Effective End Date: 09/30/2032

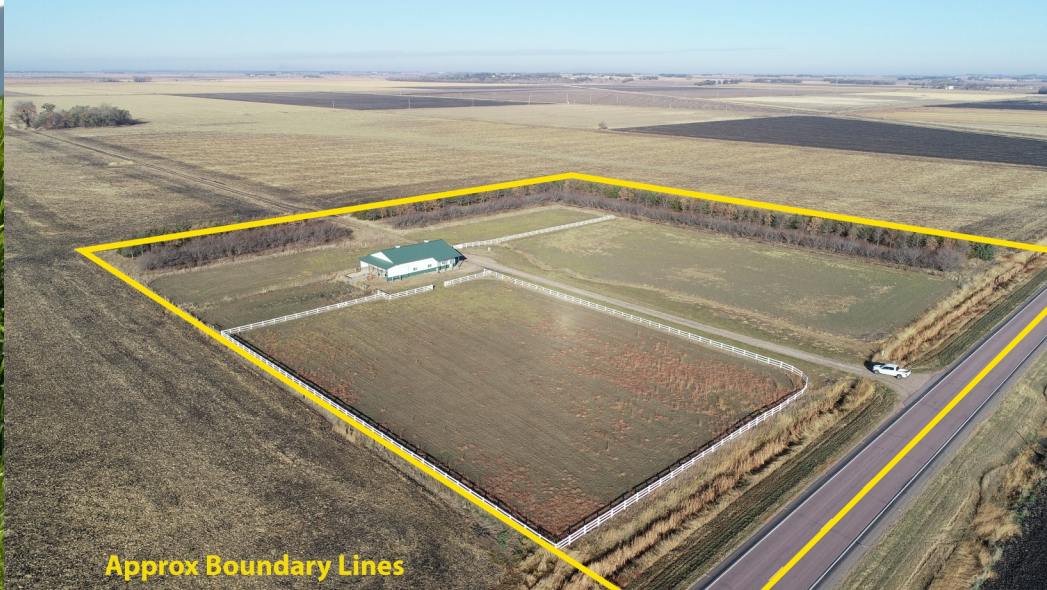
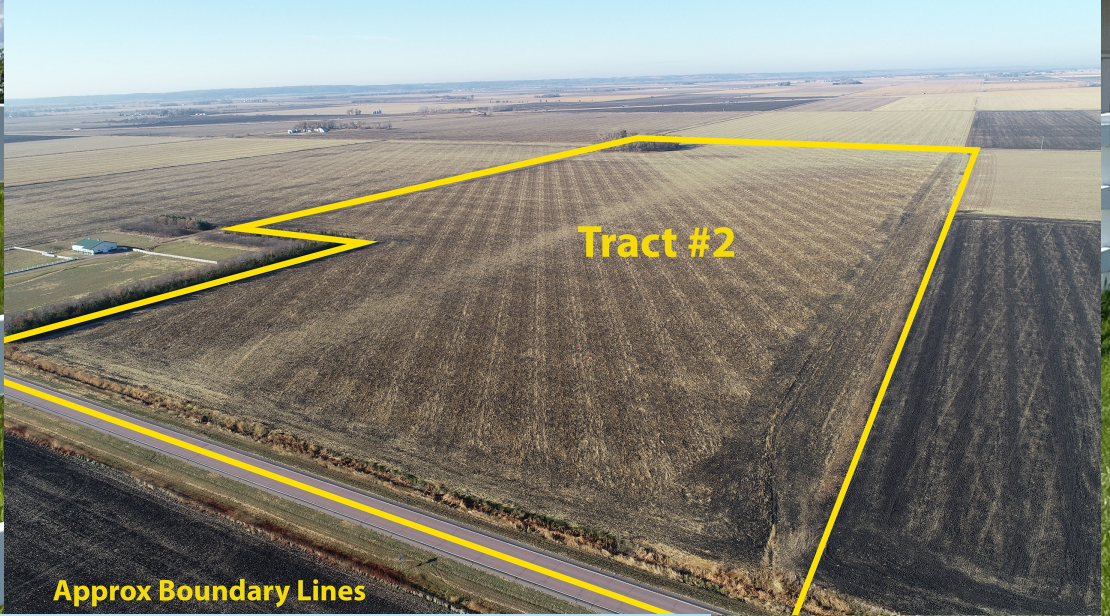
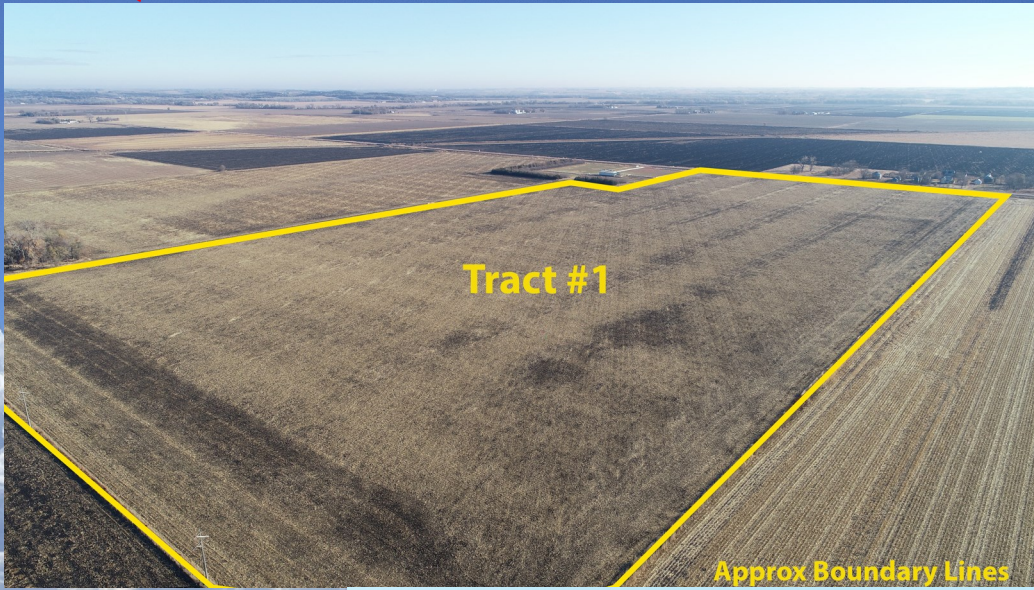
Farm Number	Tract Number	CLU Number	CLU Acres	Program Year	Rental Rate	Acres Approved	Annual Payment	Approval Date	Cropland Acres	Marginal Pastureland Acres	Non-Cropland Acres	Wellhead Acres
5061	1664	8	2.53	2018	\$ 219.00	3.22	\$ 705	05/23/2019	3.22	0.00	0.00	0.00
5061	1664	10	0.69									

Practice Code	CLU Number	Practice Acres	Estimated Cost Share	Producer Name	Producer Share %	Producer Involvement	Primary	Extension Type Description	Extension Rate	Effective Start Date	Effective End Date
CP16A	8	2.53	\$ 0	KENNETH B MOUW	100.00	OTHER	Yes				
CP16A	10	0.69	\$ 0	KENNETH B MOUW REVOCABLE TRUST	0.00	OWNER	No				











## TERMS OF SALE

- **ANY ANNOUNCEMENTS MADE AT THE AUCTION SUPERCEDE ANY ADVERTISEMENTS.**
- Zomer Company is representing Seller **only**.
- Property is being sold as a cash sale with **NO** financing or other contingencies.
- Property is being sold **AS IS WHERE IS** with all defects and encroachments and **no** guarantees or warranties, expressed or implied. All information including but not limited to years, sizes, dimensions, and lines on maps and pictures provided by Seller and Zomer Company are approximations and for informational purposes only and all such information is not guaranteed or warranted as to accuracy or completeness. All Bidders are encouraged to use due diligence and to inspect Property prior to bidding and the successful Bidder, as Buyer/Purchaser acknowledges he/she has had a reasonable opportunity to inspect and examine the condition of Property and to make inquiries to governmental authorities pertaining to any environmental hazards or easements of record including manure application easements and pertaining to Buyer's/Purchaser's intended use of Property prior to auction as he/she deems necessary or desirable.
- Seller provides no warranty or guarantee that the existing fences lie on the true boundary of the property. Any new fencing shall be responsibility of Buyers/Purchasers and subject to applicable law.
- By bidding on this auction, the successful Bidders/Buyers/Purchasers waive any right to review the Offer For Real Estate/Real Estate Auction Purchase Agreement prior to execution of the said Offer/Agreement and agree to execute said Offer, with no exceptions, immediately after the auction. A copy of the Offer For Real Estate/Real Estate Auction Purchase Agreement is available for review 5 business days prior to the auction. Bidders must contact Zomer Company to request a copy. By bidding on this auction, the successful Bidders/Buyers/Purchasers agree to the terms as set forth herein and as announced on the date of the auction and that as successful Bidders/Buyers/Purchasers an irrevocable oral Contract has been entered into with Seller until the said Offer is executed and the irrevocable oral Contract shall be binding and enforceable.
- Balance of funds due at closing must be in the form of a cashier's check, money order or wire transfer.
- Property is being sold subject to confirmation of Seller. Seller reserves the right to deny any bid for any reason.
- Time is of the essence for this Contract. In the event the Buyers are unable to close with Sellers on the date of closing as set forth in the Offer, Buyers shall be required to pay interest on the full balance of the purchase price, commencing from the date of closing, payable monthly. **In no event shall closing be delayed by Buyers without the written consent of Sellers. In the event Buyers are unable to timely close with Sellers and written consent was not obtained, Buyers may be required to pay to Sellers any and all of Sellers' additional Federal and Iowa capital gains tax and personal income tax due as a consequence of Buyers' failure to timely close. Said additional tax shall be paid by Buyers to Sellers within 10 days the additional tax amount is determined by Sellers' tax preparer. This provision shall survive closing.** Buyers shall also pay interest on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this Contract, computed from the date of delinquency or advance. Any such payments set forth herein will only be required to be paid by Buyers if closing is delayed due to Buyers' inability to perform on all agreed upon terms and conditions of the Contract and will not be required to be paid if there is any delay in closing on due to Seller's inability to provide free and clear title to the Property.
- The successful Bidders/Buyers/Purchasers agree that irreparable damage will occur in the event any provision of the Offer For Real Estate/Real Estate Auction Purchase Agreement is not performed in accordance with the terms of said Offer/Purchase Agreement and agree that Seller shall be entitled to specific performance of the terms of said Offer/Purchase Agreement, in addition to any other remedy at law or in equity.
- Any Buyer/Purchaser division, reshaping and/or proration of Property prior to closing requires Seller's prior written approval. Should Buyers/Purchasers choose to divide, reshape and/or prorate Property in a manner prior to closing other than how the Property was sold at auction, all costs resulting therefrom shall be solely those of the Buyers and shall not delay closing. Such costs shall include, but not be limited to any additional surveying fees, recording fees, deed preparation fees, and abstracting fees.
- Seller and Zomer Company, its owners, officers, employees and agents cannot and will not be held responsible and assume no liability for errors or omissions or for the accuracy or completeness of any information contained herein or other property listing or advertisement or material. Zomer Company, its owners, officers, employees and agents cannot and will not be held responsible and assume no liability for statements and/or representations made by Seller.
- All terms and conditions specific to the Property herein and set forth in this Booklet supersede the foregoing general terms of sale.





## PROPERTY NOTES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. On the left side, there is a vertical margin line, and a small portion of a blue binder edge is visible at the top left corner.



## PROPERTY NOTES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. On the left side, there is a vertical margin line, and a small portion of a blue binding or edge is visible. The paper appears to be from a notebook or a standard ruled document.



# **PRESENTED BY**

# **ZOMER COMPANY**

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