

Lincoln County

ACREAGE SITE AUCTION

**7.0
Acres**

Thursday
August 9th
at 5:00 PM

OWNER:

CAROL ARNOLD

WIEMAN
LAND & AUCTION

44628 SD HWY, Marion SD

phone: 800-251-3111

web: wiemanauction.com

fax: 605-648-3102

"We Sell The Earth And Everything On It!"

**7 ACRE IMPROVED ACREAGE – 7 MILES SOUTH OF SIOUX FALLS
AUCTION**

As I have moved to a Townhouse, I will sell the following acreage at auction at 27729 – 473rd Avenue, located from Sioux Falls SD, 85th and Louise Ave, go 6 miles South, 1 East and 1 ¼ South on

THURSDAY, AUGUST 9TH 5:00 PM

The real estate consists of a 7 acre acreage with an older 3 Bedroom, 1 ½ story house with detached 4 stall garage, barn, trees and rural water located 7 miles south of Sioux Falls. The floor plan includes kitchen with oak built-in cabinets, dinette area, dining room w/ patio door, living room, den, full bathroom with shower and front porch. The second floor has 3 bedrooms. It has a full basement with ¾ bath and washer & dryer hookups, forced air fuel oil furnace with central air, all appliances to stay with property and rural water. This is an excellent opportunity to acquire a property close to Sioux Falls with potential to build a new home or have an affordable acreage. This property has endless possibilities and you must see to appreciate. The annual real estate taxes are \$1099.06.

To View The Property: Open Houses: Monday, July 23rd 5:00 – 7:00 PM and Monday, July 30th 5:00 – 7:00 PM or call Richard Wieman at 605-660-0341. For Buyer's Info packet and pictures, visit our website, www.wiemanauktion.com or call Wieman Land & Auction Co. at 800-251-3111.

LEGAL: The East 586' of the North 520' of the S ½ of the NE ¼ of Section 28-99-50, Lincoln County, South Dakota

TERMS: Cash sale with \$20,000.00 nonrefundable downpayment the day of the sale and the balance on or before September 20, 2018. A Warranty Deed will be provided. Title Insurance will be utilized and cost split 50/50 between buyer and seller on Owner's Policy. Possession granted upon final settlement. The RE Taxes for 2018 will be pro-rated to date of possession. Sold subject to confirmation by the owner. Wieman Land & Auction Co., Inc. is representing the seller in this transaction. No contingencies are allowed and no buyer brokerage offered on this transaction.

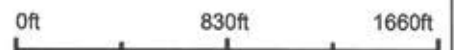
**CAROL ARNOLD, OWNER
605-372-4673**

Wieman Land & Auction Co., Inc.
Rich Wieman, Broker
Kevin, Mike, Ryan & Derek Wieman
and Ron Leitheiser, Assoc. Brokers
Marion SD 800-251-3111

Aerial Map



map center: 43° 21' 59.17, -96° 45' 25.69



28-99N-50W
Lincoln County
South Dakota



7/12/2018

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

SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known Lead-based paint and/or lead-based paint hazards are present in the housing (explain)
House was built before 1978, so has Lead Based paint somewhere, but no known
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Purchaser has (check on below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

RDW (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information provided by the signatory is true and accurate.

<i>Carl Clower</i>	<i>7-6-18</i>		
Seller	Date	Buyer	Date
<i>Richard Williams</i>	<i>7-6-18</i>		
Seller	Date	Buyer	Date
Agent	Date	Agent	Date

SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

(This disclosure shall be completed by the seller. This is a disclosure required by law. If you do not understand this form, seek legal advice.)

Seller Carol Arnold Property Address 27729-473rd Av

This Disclosure Statement concerns the real property identified above situated in the City of _____
County of Lincoln, State of South Dakota.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 43-4-38. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PARTIES MAY WISH TO OBTAIN.

Seller hereby authorizes any agent representing any party in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

IF ANY MATERIAL FACT CHANGES BEFORE CONVEYANCE OF TITLE TO THIS PROPERTY, THE SELLER MUST DISCLOSE SUCH MATERIAL FACT WITH A WRITTEN AMENDMENT TO THIS DISCLOSURE STATEMENT.

I. LOT OR TITLE INFORMATION

1. When did you purchase or build the home? 1975

If the answer is yes to any of the following, please explain under additional comments or on an attached separate sheet.

2. Were there any title problems when you purchased the property? Yes ___ No
3. Are there any recorded liens or financial instruments against the property, other than a first mortgage?
Yes No ___
4. Are there any unrecorded liens or financial instruments against the property, other than a first mortgage; or have any materials or services been provided in the past one hundred twenty days that would create a lien against the property under chapter 44-9? Yes ___ No Unknown ___
5. Are there any easements which have been granted in connection with the property (other than normal utility easements for public water and sewer, gas and electric service, telephone service, cable television service, drainage, and sidewalks)? Yes ___ No Unknown ___
6. Are there any problems related to establishing the lot lines/boundaries? Yes ___ No Unknown ___
7. Do you have a location survey in your possession or a copy of the recorded plat? If yes, attach a copy.
Yes No ___ Unknown ___
8. Are you aware of any encroachments or shared features, from or on adjoining property (i.e. fences, driveway, sheds, outbuildings, or other improvements)? Yes ___ No
9. Are you aware of any covenants or restrictions affecting the use of the property in accordance with local law? If yes, attach a copy of the covenants and restrictions. Yes ___ No
10. Are you aware of any current or pending litigation, foreclosure, zoning, building code or restrictive covenant violation notices, mechanic's liens, judgments, special assessments, zoning changes, or changes that could affect your property?
Yes ___ No
11. Is the property currently occupied by the owner? Yes No ___
12. Does the property currently receive the owner occupied tax reduction pursuant to SDCL 10-13-39? Yes No ___
13. Is the property currently part of a property tax freeze for any reason? Yes ___ No Unknown _
14. Is the property leased? Yes ___ No
15. If leased, does the property use comply with local zoning laws? Yes ___ No ___
16. Does this property or any portion of this property receive rent? Yes ___ No
If yes, how much \$ ___ and how often ___ ?

17. Do you pay any mandatory fees or special assessments to a homeowners' or condominium association?
 Yes ___ No
 If yes, what are the fees or assessments? \$ ___ per ___ (i.e. annually, semi-annually, monthly)
 Payable to whom: _____ For what purpose? _____
18. Are you aware if the property has ever had standing water in either the front, rear, or side yard more than forty-eight hours after heavy rain? Yes ___ No
19. Is the property located in or near a flood plain? Yes ___ No ___ Unknown
20. Are wetlands located upon any part of the property? Yes ___ No Unknown ___
21. Are you aware of any private transfer fee obligations, as defined pursuant to § 43-4-48, that would require a buyer or seller of the property to pay a fee or charge upon the transfer of the property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property?
 Yes ___ No Unknown ___
 If yes, what are the fees or charges? \$ _____ per _____ (i.e. annually, semi-annually, monthly)

II. STRUCTURAL INFORMATION

If the answer is yes to any of the following, please explain under additional comments or on an attached separate sheet.

1. Are you aware of any water penetration problems in the walls, windows, doors, basement, or crawl space? Yes No ___
2. What water damage related repairs, if any, have been made? _____
 If any, when? _____
3. Are you aware if drain tile is installed on the property? Yes No ___
4. Are you aware of any interior cracked walls or floors, or cracks or defects in exterior driveways, sidewalks, patios, or other hard surface areas? Yes No ___
 What related repairs, if any, have been made? normal concrete cracks
5. Are you aware of any roof leakage, past or present? Yes ___ No
 Type of roof covering: asphalt Age: 2011
 What roof repairs, if any, have been made, when and by whom? _____
 Describe any existing unrepaired damage to the roof: None
6. Are you aware of insulation in:
 the ceiling/attic? Yes No ___ the walls? Yes No ___ the floors? Yes ___ No
7. Are you aware of any pest infestation or damage, either past or present? Yes ___ No Box Elder Bugs
8. Are you aware of the property having been treated for any pest infestation or damage?
 Yes ___ No If yes, who treated it and when? _____
9. Are you aware of any work upon the property which required a building, plumbing, electrical, or any other permit?
 Yes ___ No If yes, describe the work: _____
 Was a permit obtained? Yes ___ No ___ Was the work approved by an inspector? Yes ___ No ___
10. Are you aware of any past or present damage to the property (i.e. fire, smoke, wind, floods, hail, or snow)?
 Yes ___ No If yes, describe _____
 Have any insurance claims been made? Yes ___ No ___ Unknown ___
 Was an insurance payment received? Yes ___ No ___ Unknown ___
 Has the damage been repaired? Yes ___ No ___ If yes, describe in detail: _____
11. Are you aware of any problems with sewer blockage or backup, past or present? Yes No ___
septic tank needs to be replaced, lift pump in basement needs replacing
12. Are you aware of any drainage, leakage, or runoff from any sewer, septic tank, storage tank, or drain on the property into any adjoining lake, stream, or waterway? Yes ___ No If yes, describe in detail: _____

III. SYSTEMS/UTILITIES INFORMATION

	None/Not Included	Working	Not Working
1. 220 Volt Service		X	
2. Air Exchanger	X		
3. Air Purifier	X		
4. Attic Fan	X		
5. Burglar Alarm & Security System	X		
6. Ceiling Fan		4 - X	
7. Central Air- Electric		X	
8. Central Air - Water Cooled	X		
9. Cistern	X <i>cistern</i>		
10. Dishwasher	X		
11 Disposal	X		
12. Doorbell	X		
13. Fireplace	X		
14 Fireplace Insert	X		
15. Garage Door/Opener Control(s)	<i>1 door opener</i>	X	
16. Garage Wiring		X	
17. Heating System		X	
18. Hot Tub, Whirlpool, and Controls	X		X
19. Humidifier	X		
20 Intercom	X		
21. Light Fixtures		X	
22. Microwave/Hood		X	
23. Plumbing and Fixtures		X	
24. Pool and Equipment	X		
25. Propane Tank	X		
26. Radon System	X		
27 Sauna	X		
28. Septic/Leaching Field		X	
29. Sewer Svstcms/Drtiins		X	
30. Smoke/Fire Alarm		X	
31. Solar House - Heating	X		X
32. Sump Pump(s)		X	
33. Switches and Outlets		X	
34. Underground Sprinkler and Heads	X		
35. Vent Fan		X	
36. Water Heater - <u>Electric</u> or Gas		X	
37. Water Purifier	X		
38. Water Softener - Leased or Owned	X		
39. Well and Pump			X
40. Wood Burning Stove	X		

hot water pipe to tub needs replacing

needs to be replaced

IV. HAZARDOUS CONDITIONS

Are you aware of any existing hazardous conditions of the property and are you aware of any tests having been performed?

	Existing Conditions		Tests Performed	
	Yes	No	Yes	No
1 Methane Gas		X		X
2 Lead Paint	X			X
3 Radon Gas (House)		X		X
4 Radon Gas (Well)		X		X
5 Radioactive Materials		X		X
6 Landfill, Mineshaft		X		X
7 Expansive Soil		X		X
8 Mold		X		X
9 Toxic Materials		X		X
10. Urea Formaldehyde Foam Insulations		X		X
11. Asbestos Insulation		X		X
12. Buried Fuel Tanks		X		X
13. Chemical Storage Tanks		X		X
14. Fire Retardant Treated Plywood		X		X
15. Production of Methamphetamines		X		X

If the answer is yes to any of the questions above, please explain in additional comments or on an attached separate sheet.

V. MISCELLANEOUS INFORMATION

- 1. Is the street or road located at the end of the driveway to the property public or private? Public Private
- 2. Is there a written road maintenance agreement? Yes ___ No
If yes, attach a copy of the maintenance agreement.
- 3. When was the fireplace/wood stove/chimney flue last cleaned? never
- 4. Within the previous twelve months prior to signing this document, are you aware of any of the following occurring on the subject property?
 - a. A human death by homicide or suicide? Yes ___ No
If yes, explain: _____
 - b. Other felony committed against the property or a person on the property? Yes ___ No
If yes, explain: _____
- 5. Is the water source (select one) public or ___ private?
- 6. If private, what is the date and result of the last water test? _____
- 7. Is the sewer system (select one) ___ public or private?
- 8. If private, what is the date of the last time the septic tank was pumped? _____
- 9. Are there broken window panes or seals? Yes ___ No
If yes, specify: _____
- 10. Are there any items attached to the property that will not be left, such as: towel bars, mirrors, swag lamps and hooks, curtain rods, window coverings, light fixtures, clothes lines, swing sets, storage sheds, ceiling fans, basketball hoops, mail boxes, etc. Yes ___ No ___
If yes, please list Curtains in Kitchen
- 11. Are you aware of any other material facts or problems that have not been disclosed on this form?
Yes ___ No If yes, explain: _____

VI. ADDITIONAL COMMENTS (ATTACH ADDITIONAL PAGES IF NECESSARY)

Septic tank works but needs replacing, hot water pipe to bath tub in Bathroom needs replacing

CLOSING SECTION

The Seller hereby certifies that the information contained herein is true and correct to the best of the Seller's information, knowledge, and belief as of the date of the Seller's signature below. If any of these conditions change before conveyance of title to this property, the change will be disclosed in a written amendment to this disclosure statement.

<u>Carol Arnold</u>	<u>7/6/18</u>	_____	_____
Seller	Date	Seller	Date

THE SELLER AND THE BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO OBTAIN A TRUE REPORT AS TO THE CONDITION OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN ANY CONTRACT OF SALE AS NEGOTIATED BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO SUCH PROFESSIONAL ADVICE AND INSPECTIONS.

I/We acknowledge receipt of a copy of this statement on the date appearing beside my/our signature(s) below. Any agent representing any party to this transaction makes no representations and is not responsible for any conditions existing in the property.

_____	_____	_____	_____
Buyer	Date	Buyer	Date

REAL ESTATE RELATIONSHIPS DISCLOSURE

(This document is NOT a contract between you and this firm. This document is being provided to you as a consumer as you have not indicated to this agent you are a client with a written contract to another real estate firm).

As required by South Dakota Law, each firm has a responsible broker who must provide a written disclosure of the specific agency/brokerage relationships their firm may establish **PRIOR** to their agent discussing your confidential buying, selling, or leasing objectives of real estate or business opportunity. The following agency relationships are permissible under South Dakota law.

The office policy of Wieman Land & Auction Co., Inc. (firm) is to provide the relationships marked. This disclosure was provided by _____ (agent) on behalf of Richard D. Wieman (responsible broker).

When all agents of this firm represent only you:

Single Agency is when a firm and all of its agents represent **only** you and advocate for **only** your interests during a transaction. If at any time during the transaction any agent of the same firm represents both you and the other party, limited agency applies.

When only individually named agent(s) of this firm represents you:

Appointed Agency is when a responsible broker names a specific agent(s) of the firm to represent **only** you and advocate for **only** your interests during a transaction. Agents within the firm who have not been specifically appointed do not represent you and cannot advocate for your interests. If at any time during the transaction the responsible broker or a non-appointed agent within the firm represents the other party, limited agency applies to the responsible broker. If at any time during the transaction your appointed agent(s) represents both you and the other party, limited agency applies.

When all agents of this firm represents both purchasers and owners:

Limited Agency is when a firm represents both sides to a transaction and no agent within the firm solely represents you or solely advocates for your interests. Limited agency **may only occur** with prior written permission from both sides to a transaction. Within limited agency, the limited agent is required to represent the interests of you and the other party equally, and the agent cannot disclose your confidential information to the other party unless legally required to by law.

When a broker does not represent either party to a contract:

Transaction Brokerage is when a broker or agent assists one or more parties with a real estate transaction without being an agent or advocate for the interests of any party to the transaction.

Acknowledgment: I have been provided a copy of this disclosure indicating the brokerage and agency relationships offered by this firm. If this is a residential transaction, I also acknowledge the agent has given me a copy of the Consumer Real Estate Information Guide in booklet/printed format, or, if not provided, I authorize the agent to provide the guide electronically, as an attachment or link, to access the electronic version of the guide, at _____ (e-mail).

Signature(s) _____ Date _____

When you choose **not** to have an agency relationship with a firm:

I acknowledge the firm/agent named above does not represent me as a client. If I am a customer to a real estate transaction I understand the firm/agent may be acting as an agent for the other party of the transaction.

Signature(s) _____ Date _____

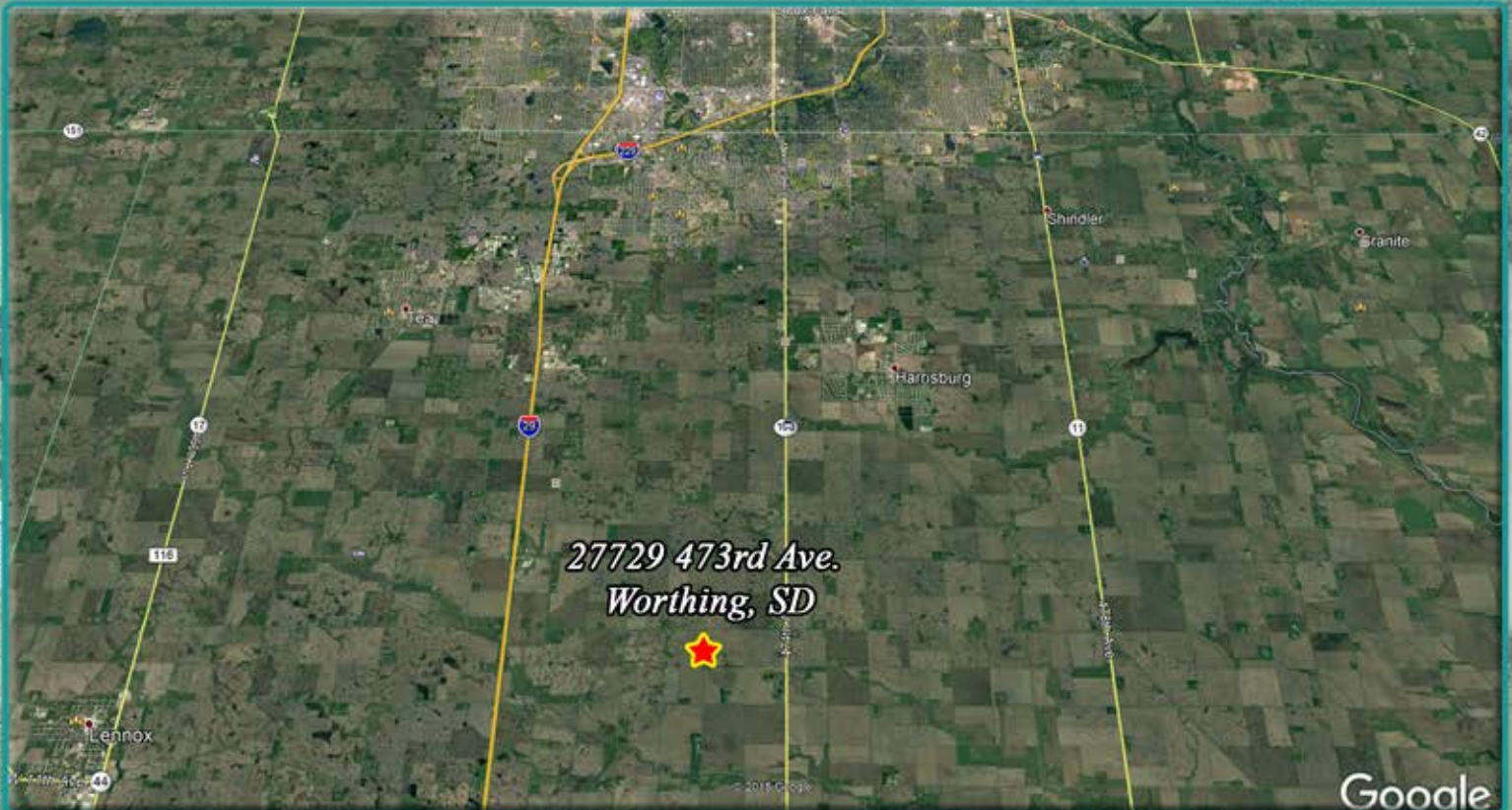




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