

# 425.96 ACRES

## JERAULD COUNTY LAND

- MONDAY, FEBRUARY 9TH AT 11:00 AM -



**"We Sell The Earth And Everything On It!"**

800.251.3111 | Marion, SD | [WiemanAuction.com](http://WiemanAuction.com)

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



## **425.96 ACRES PLEASANT TOWNSHIP - JERAULD COUNTY LAND**

### **OFFERED IN 4-TRACTS AT AUCTION**

In order to settle the estate of Alma I. Schimke-Shoop the following land will be sold indoors at the Jerauld County 4-H Building 599 2<sup>nd</sup> St. NE Wessington Springs, SD on:

**MONDAY FEBRUARY 9<sup>TH</sup> 2026**

**11:00 A.M.**

It is our privilege to offer the following land that offers quality pasture-hayland and tillable land in the tightly held Pleasant Township of Jerauld County. Property will be offered in 4-tracts to accommodate land buyers of all size. Great hunting possibilities located just 1.5 miles off Hwy. 34. Come take a look!

#### **TRACT ONE: 109.64 ACRES**

**LEGAL:** The NW 1/4 of Section 3, 107-66 Jerauld County, SD less and except the South 760' thereof.

**LOCATION:** From Wessington Springs, go 8.5 miles west on Hwy. 34 turn north on 372<sup>nd</sup> Ave go 1.5 miles north east side of the road.

- 55.55 acres with past production history, 50.52 acres balance in RROW. This tract has been developed for hunting pheasants with several strategic food plots and tree groves.
- New Buyer able to farm or lease out for the 2026 season. Pheasant flight pens on the south end are excluded and have been sold off.
- Annual Real Estate Taxes are estimated at \$1,198.00 Mid-Dakota Rural Water available in road ditch.
- This tract has an easement for a proposed wind tower with Titan Wind LLC. Soil production rating of 64.4. Predominant soil Ethan-Betts loams and Houdek-Ethan-Prosper loams.

#### **TRACT TWO: 156.32 ACRES**

**LEGAL:** The NE 1/4 of Section 4, 107-66 Jerauld County, SD.

**LOCATION:** Across the road west of Tract 1 or at the junction of 372<sup>nd</sup> Ave and 228<sup>th</sup> St.

- 38.56 acres with past production history currently in hayland. 117-acres in pasture balance in road right of ways
- Annual Taxes are \$1,080.46. New buyer able to operate or lease out for the 2026 year. Soil production rating of 43. Predominant soil Betts-Ethan loams.
- Property has U.S. Fish & Wildlife Grassland and Waterfowl Management Easements that affects 120-acres of this tract. The NE 40-acres with a former building site are not covered by any Fish & Wildlife Easements.
- Property has an easement for a proposed wind tower with Titan Wind LLC.
- Property has a stock dam along with a large tire tank.
- If sold separate from Tract 3 sellers at their expense will have the south boundary staked out by a surveyor. Buyer will settle on taxable acres.

### **TRACT THREE: 160-ACRES**

**LEGAL:** The SE  $\frac{1}{4}$  of Section 4, 107-66 Jerauld County, SD

**LOCATION:** Directly South of Tract 2 or SW of Tract 1 at junction of 227<sup>th</sup> St and 372<sup>nd</sup> Ave.

- 76.27 acres with past production history 83.73 acre in pasture.
- Annual Taxes \$1,581.80 new buyer able to operate or lease out for the 2026 year.
- U.S. Fish & Wildlife Grassland and Waterfowl Management Easements affect the entire tract. Property also has easement for proposed wind tower with Titan Wind LLC.
- Soil Production rating of 60.6. Predominant soil Homme-Penne complex (77) and Peno-Gettys (43) and others.
- If sold separate from Tract 2 sellers at their expense will have a north boundary line staked out by a surveyor. Buyer will settle on taxable acres.

### **TRACT FOUR: 425.96 ACRES COMBINATION TRACTS 1-3**

**LEGAL:** The E  $\frac{1}{2}$  of Section 4 and the NW  $\frac{1}{4}$  except the South 760' in Section 3 all in 107-66 Jerauld County, South Dakota.

- Taxes on the entire unit estimated at \$3,860.25. If sold as one unit no survey's will be provided.
- Excellent well-balanced tract of land that offers excellent hunting habitat along with tillable and pasture land.
- Sold in whichever manners realizes the most dollars to the SELLER.

**TO INSPECT THE PROPERTY:** We invite you to inspect the property at your convenience. Drone video footage and buyers packets are available at [www.wiemanauktion.com](http://www.wiemanauktion.com) or contact the auctioneers at 800-251-3111 and packets can be mailed out.

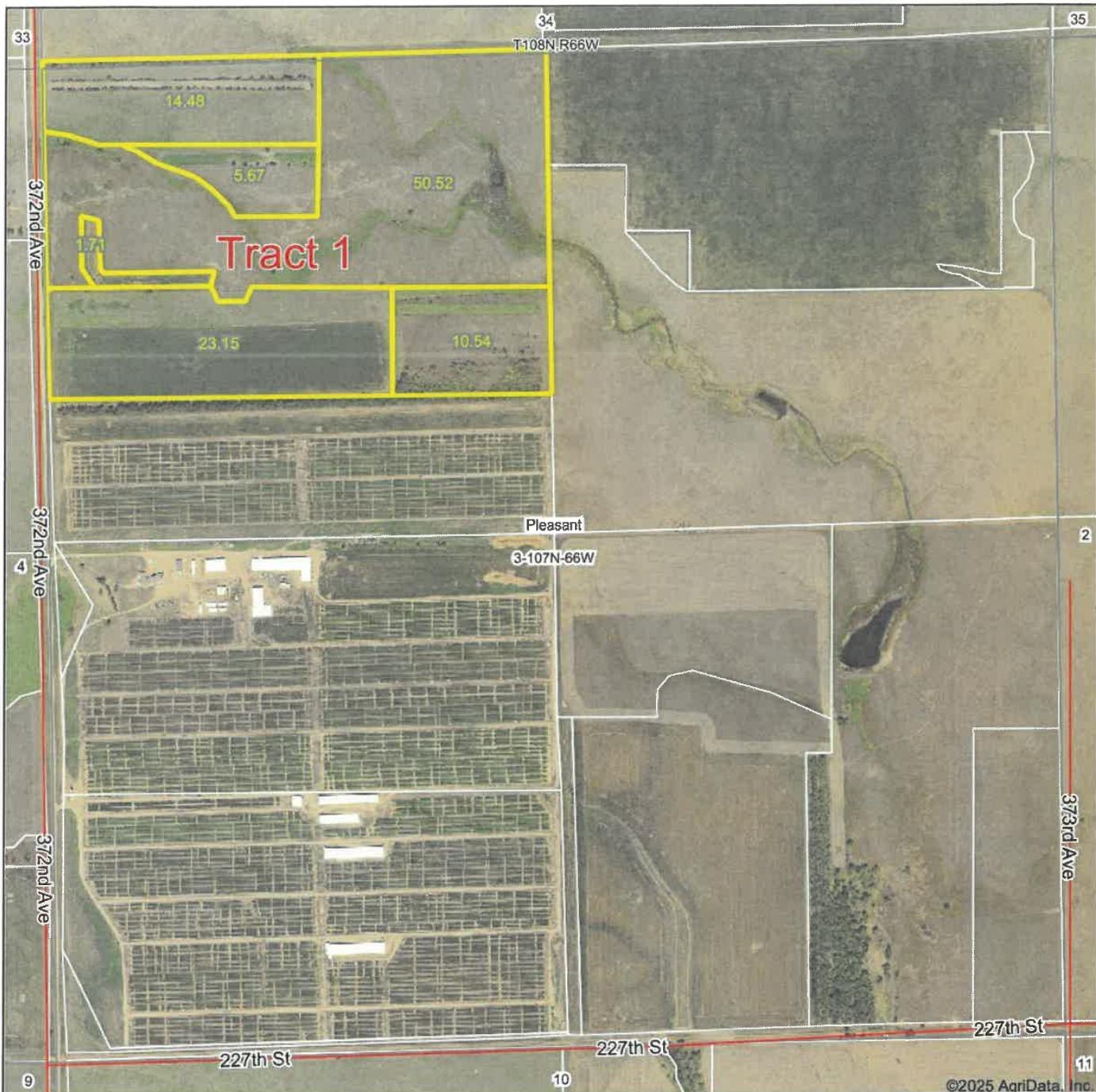
**TERMS:** Cash sale with 15% (non-refundable) down payment auction day with the balance on or before March 27, 2026. Personal Representatives Deed to be granted with the cost of title insurance split 50-50 between buyer and seller. Seller to pay the 2025 taxes in full. New buyer will be responsible for all the 2026 taxes. Sold subject to Personal Representatives approval and all easements and restrictions of record. Remember auction held indoors at the Jerauld County 4-H Building.

**ALMA I. SCHIMKE -SHOOP ESTATE -OWNER  
DALE SCHIMKE & VERNEIL KNIGGE CO-PERSONAL REPS.**

Wieman Land & Auction Co. Inc.  
Marion, SD 800-251-3111  
[www.wiemanauktion.com](http://www.wiemanauktion.com)

Koch Law Office  
Closing Attorney  
605-440-2212

## Aerial Map



Maps Provided By:

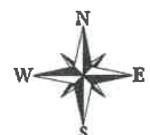


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Field borders provided by Farm Service Agency as of 5/21/2008.

3-107N-66W  
Jerauld County  
South Dakota



12/16/2025

TRACT 1



United States  
Department of  
Agriculture

## Jerauld County, South Dakota



### Common Land Unit

Non-Cropland Cropland

### Wetland Determination Identifiers

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

Unless otherwise noted,  
crops listed below are:  
Non-irrigated  Producer initial \_\_\_\_\_  
Intended for Grain  Date \_\_\_\_\_  
Corn = Yellow  
Soybeans = Common  
Wheat - HRS or HRW  
Sunflowers = Oil or Non

2025 Program Year

Map Created April 25, 2025

**Farm 2959**

**3-107N-66W-Jerauld**

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TRACT 1

**SURVEYOR'S AFFIDAVIT**

PROJECT NO. 28-16825

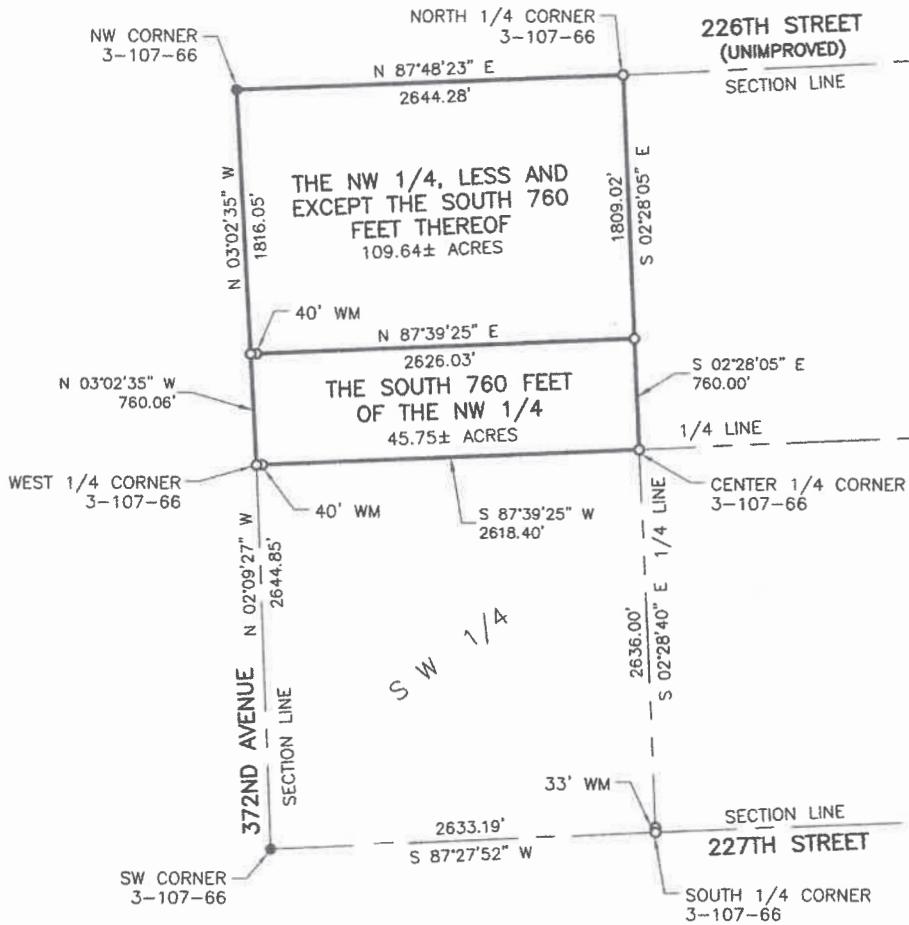


SCALE: 1" = 1000'

## LEGEND

- → FOUND IRON MONUMENT
- → SET 5 1/8" X 16" REBAR WITH PLASTIC CAP NO. 13714
- 100' (R) → RECORD BEARING OR DISTANCE
- 100' → MEASURED BEARING OR DISTANCE
- SET NAIL
- ▲ → SET SURVEY SPIKE
- → FOUND NAIL
- WM → WITNESS MONUMENT

NOTE:  
THIS SURVEY WAS PERFORMED  
WITHOUT THE BENEFIT OF A TITLE  
REPORT OR TITLE COMMITMENT.  
EASEMENTS OF RECORD WERE NOT  
RESEARCHED AND ARE NOT SHOWN  
UNLESS OTHERWISE NOTED.

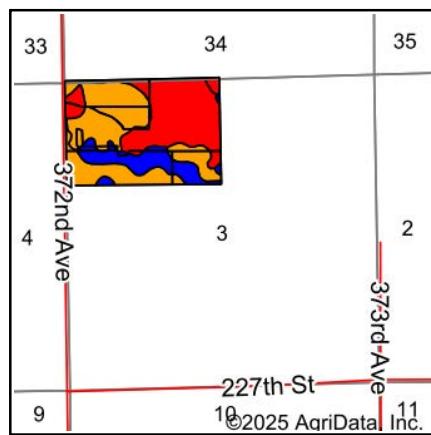
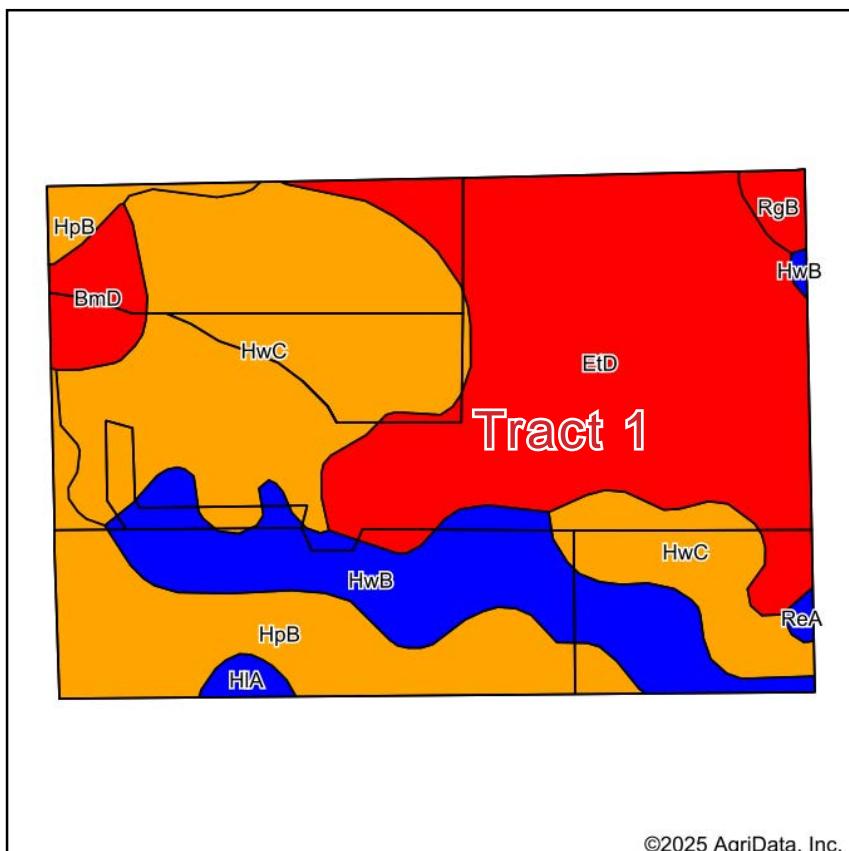


**SPN & Associates**  
Engineers, Planners and Surveyors  
2190 North Sandbrae Blvd. - P.O. Box 398  
Phone: (605) 996-7761      Fax: (605) 996-0015  
Mitchell, South Dakota 57301

**EXHIBIT "A"**

TRACT 1

## Soils Map



State: **South Dakota**  
 County: **Jerauld**  
 Location: **3-107N-66W**  
 Township: **Pleasant**  
 Acres: **106.07**  
 Date: **12/29/2025**



Maps Provided By:  
  
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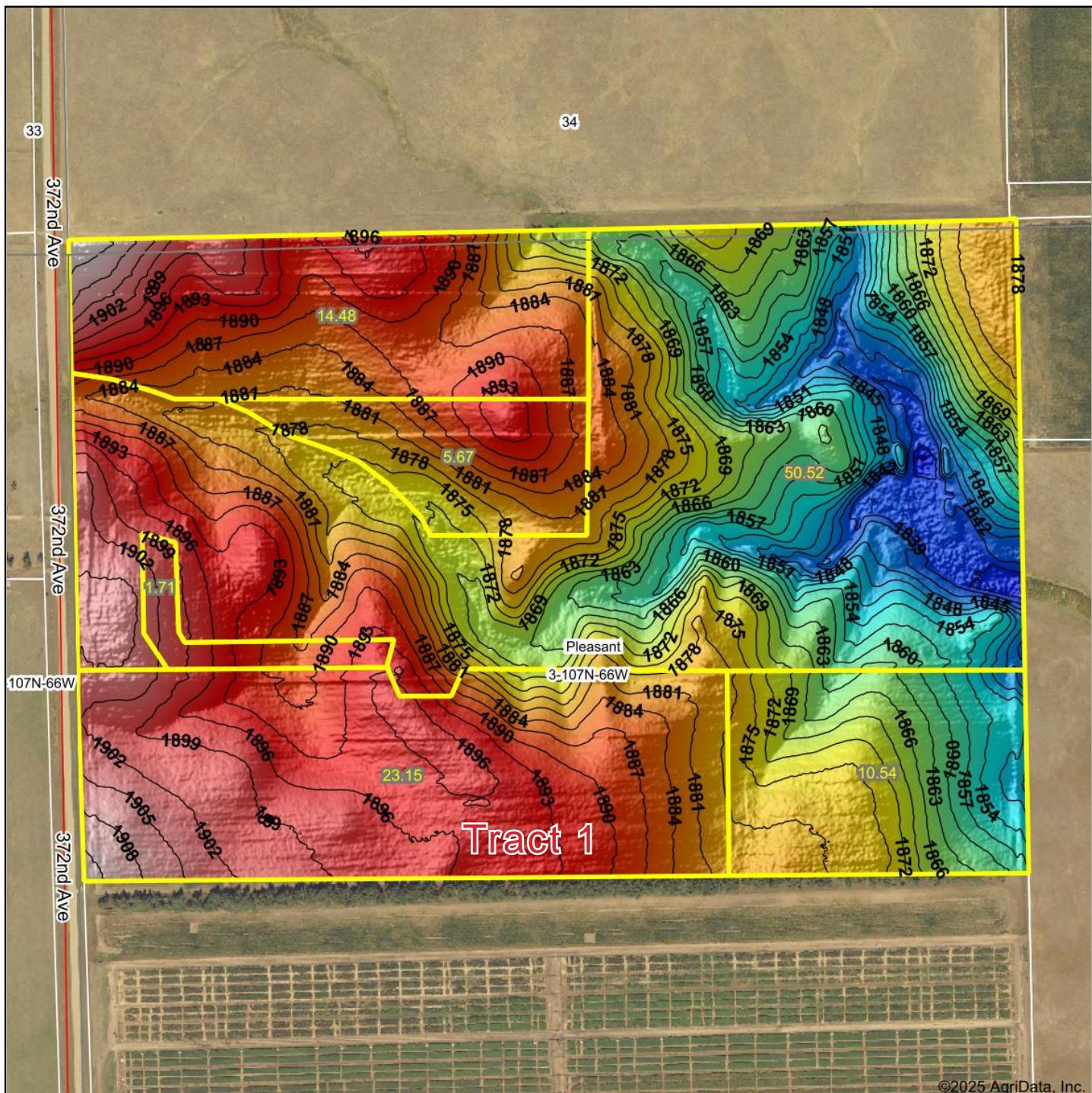


Area Symbol: SD073, Soil Area Version: 29						
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
EtD	Ethan-Betts loams, 9 to 15 percent slopes	37.02	34.9%		Vle	46
HwC	Houdek-Ethan-Prosper loams, 2 to 9 percent slopes	32.92	31.0%		IIIe	76
HpB	Homme-Peno complex, 2 to 6 percent slopes	15.80	14.9%		IIe	77
HwB	Houdek-Ethan-Prosper loams, 1 to 6 percent slopes	14.91	14.1%		IIe	82
BmD	Betts-Ethan loams, 6 to 40 percent slopes, stony	3.24	3.1%		VIIIs	14
RgB	Raber-Jerauld-Cavo complex, 0 to 6 percent slopes	1.11	1.0%		IIIe	50
HIA	Homme-Onita-Raber complex, 0 to 2 percent slopes	0.78	0.7%		IIc	85
ReA	Ree loam, 0 to 2 percent slopes	0.29	0.3%		IIc	85
Weighted Average					3.87	64.4

\*c: Using Capabilities Class Dominant Condition Aggregation Method

TRACT 1

## Topography Hillshade



Source: USGS 1 meter dem

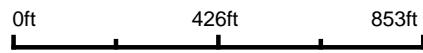
Interval(ft): 3

Min: 1,832.6

Max: 1,913.4

Range: 80.8

Average: 1,878.1



3-107N-66W  
Jerauld County  
South Dakota

Boundary Center: 44° 6' 23.06, -98° 44' 39.35

12/29/2025

Maps Provided By:



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

TRACT 1

**Tract Number** : 1426  
**Description** : F 6 NW3-107-66  
**FSA Physical Location** : SOUTH DAKOTA/JERAULD  
**ANSI Physical Location** : SOUTH DAKOTA/JERAULD  
**BIA Unit Range Number** :  
**CRP Contract Number(s)** : None  
**HEL Status** : HEL field on tract. Conservation system being actively applied  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : ALMA SHOOP  
**Other Producers** : SHANE BARRY FASTNACHT  
**Recon ID** : None

#### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
149.83	99.31	99.31	0.00	0.00	0.00	0.00	0.0

Page: 1 of 5

**SOUTH DAKOTA**  
**JERAULD**  
**Form: FSA-156EZ**



**United States Department of Agriculture**  
**Farm Service Agency**

**FARM : 2959**  
**Prepared : 12/30/25 10:52 AM CST**  
**Crop Year : 2026**

#### Abbreviated 156 Farm Record

#### Tract 1426 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	99.31	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	7.14	0.00	34
Oats	5.34	0.00	84
Corn	36.98	0.00	85
<b>TOTAL</b>	<b>49.46</b>	<b>0.00</b>	

#### NOTES

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TRACT 1

## Aerial Map



Maps Provided By:  
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Field borders provided by Farm Service Agency as of 5/21/2008.

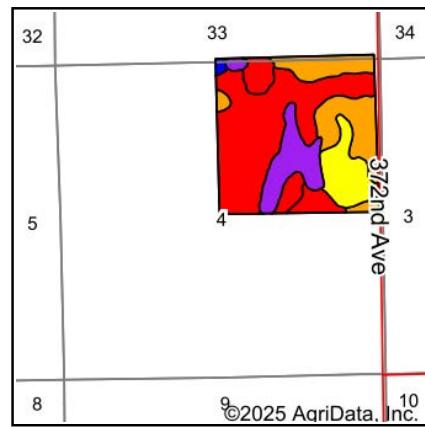
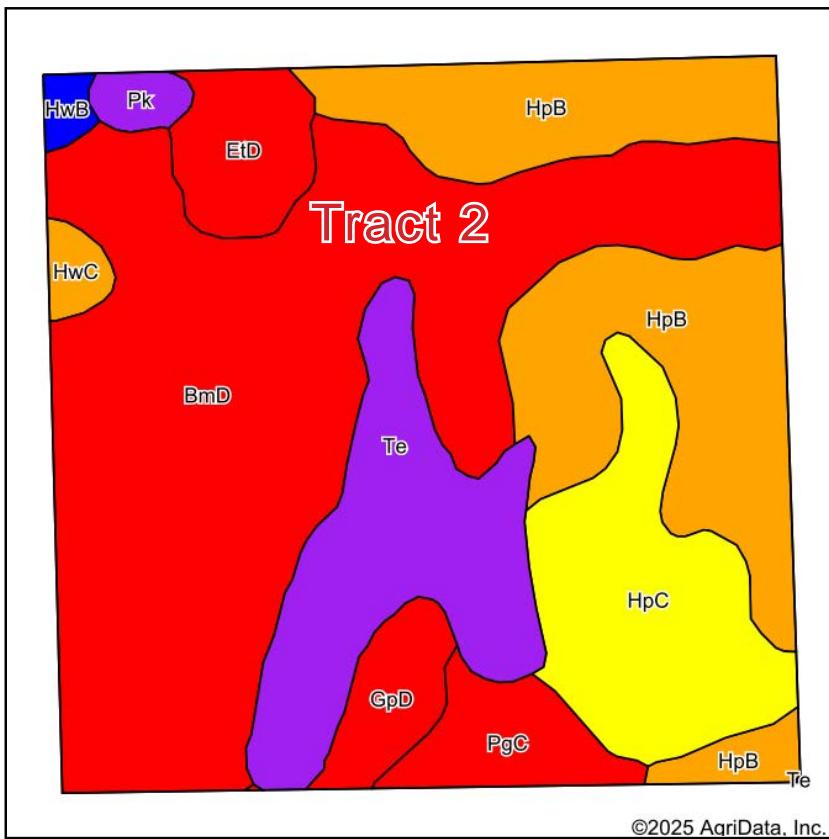
4-107N-66W  
Jerauld County  
South Dakota



12/16/2025

TRACT 2

## Soils Map



State: **South Dakota**  
 County: **Jerauld**  
 Location: **4-107N-66W**  
 Township: **Pleasant**  
 Acres: **153.96**  
 Date: **12/29/2025**

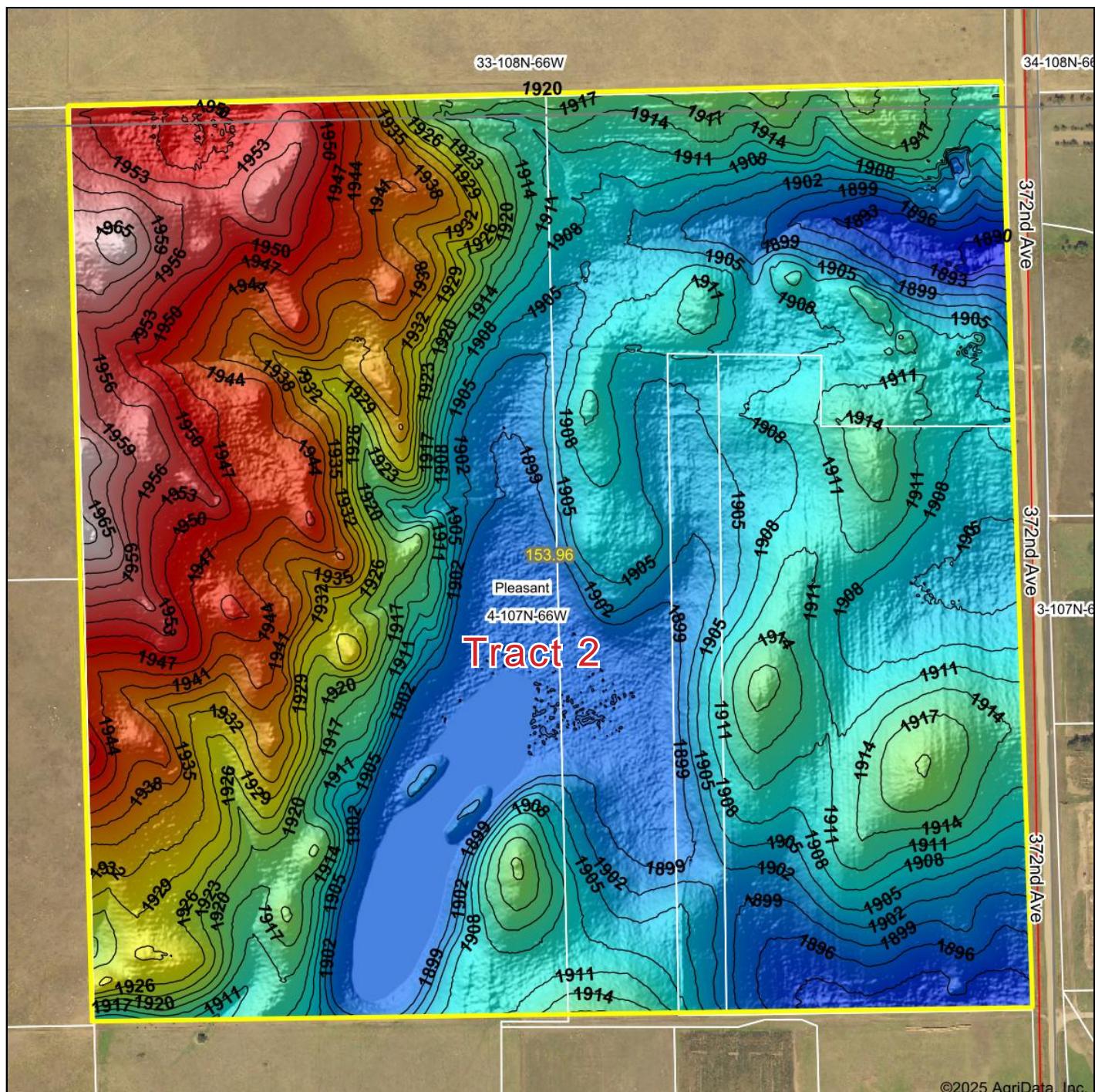


Maps Provided By  
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TRACT 2

## Topography Hillshade



Source: USGS 1 meter dem

0ft 433ft 866ft

Interval(ft): 3



4-107N-66W  
Jerauld County  
South Dakota



Maps Provided By:



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

Min: 1,888.1

Max: 1,969.6

Range: 81.5

Average: 1,917.2

Standard Deviation: 18.83 ft

Boundary Center: 44° 6' 18.9", -98° 45' 16.11"

TRACT 2

## Aerial Map



Maps Provided By:

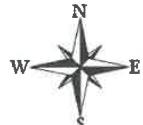


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Field borders provided by Farm Service Agency as of 5/21/2008.

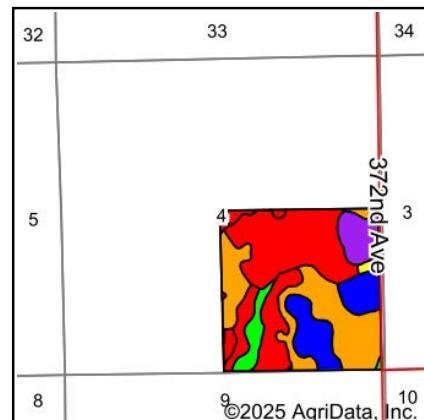
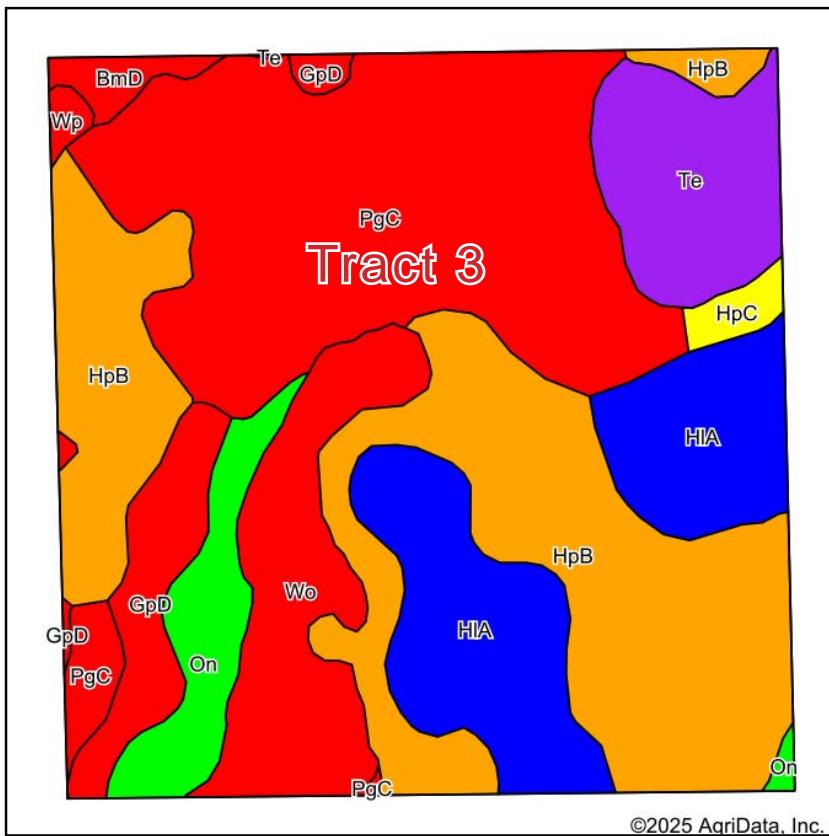
4-107N-66W  
Jerauld County  
South Dakota



12/16/2025

TRACT 3

## Soils Map



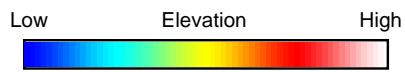
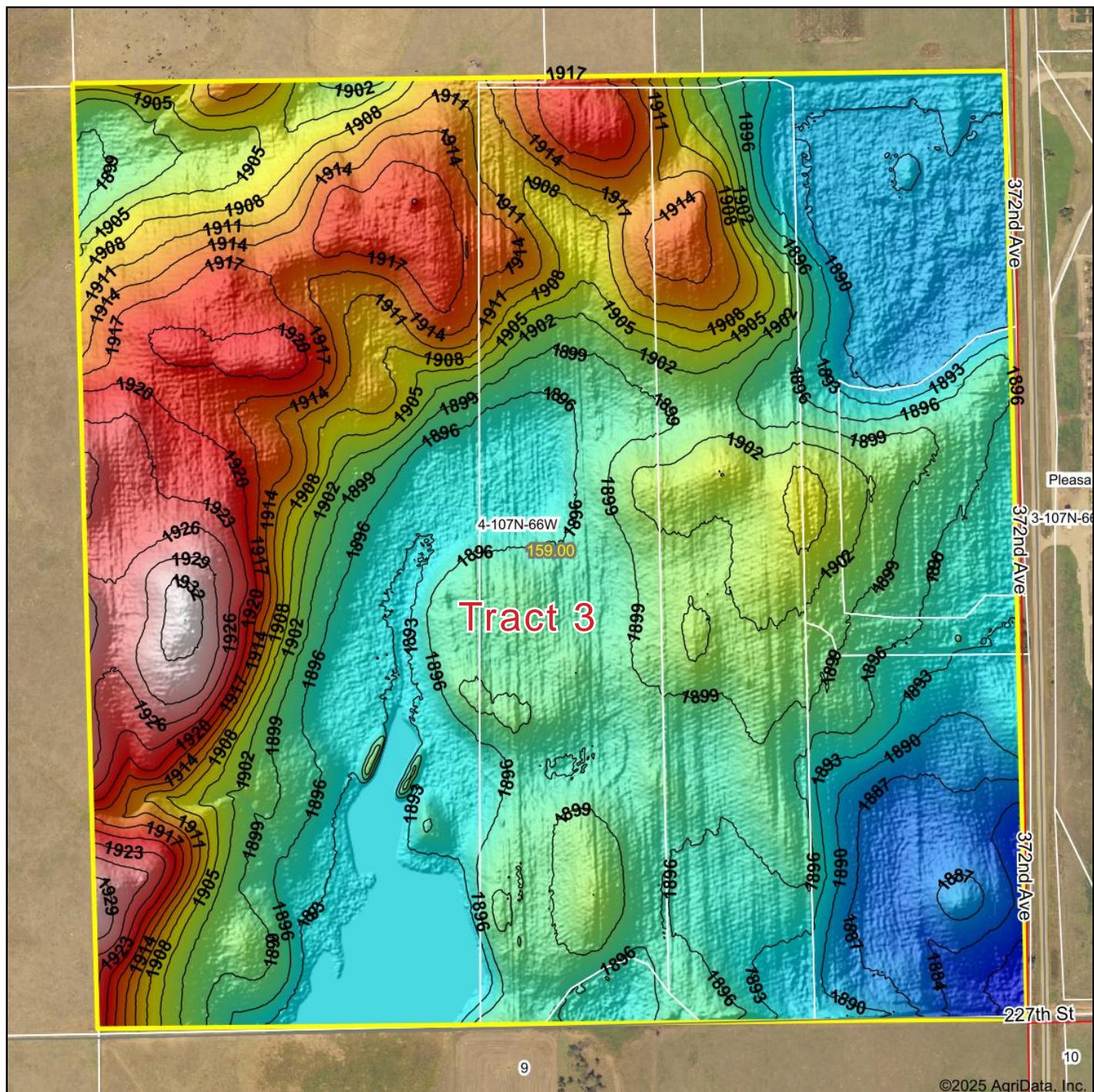
State: **South Dakota**  
 County: **Jerauld**  
 Location: **4-107N-66W**  
 Township: **Pleasant**  
 Acres: **159**  
 Date: **12/29/2025**



Maps Provided By:  
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## Topography Hillshade



Source: USGS 1 meter dem

Interval(ft): 3

Min: 1,879.3

Max: 1,933.7

Range: 54.4

Average: 1,901.8

Standard Deviation: 10.89 ft

0ft 435ft 870ft



12/29/2025

4-107N-66W  
Jerauld County  
South Dakota

Boundary Center: 44° 5' 52.99", -98° 45' 15.36"



Maps Provided By:



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

TRACT 3



United States  
Department of  
Agriculture

## Jerauld County, South Dakota



**Common Land Unit** **Tract Boundary**  
 Non-Cropland PLSS

Non-Cropland

Cropland

### 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 \_\_\_\_\_

**2025 Program Year**

Map Created April 25, 2025

**Farm 2959**

**4-107N-66W-Jerauld**

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SOUTH DAKOTA  
JERAULD  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 2959

Prepared : 12/30/25 10:52 AM CST

Crop Year : 2026

Tract Land Data

Tract 2087 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
145.08	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


Tract Number : 2088

Description : F 5 E-E AND E-E-W-SE 4-107-66  
FSA Physical Location : SOUTH DAKOTA/JERAULD  
ANSI Physical Location : SOUTH DAKOTA/JERAULD  
BIA Unit Range Number :  
CRP Contract Number(s) : None  
HEL Status : HEL field on tract. Conservation system being actively applied  
Wetland Status : Tract contains a wetland or farmed wetland  
WL Violations : None  
Owners : ALMA SHOOP  
Other Producers : SHANE BARRY FASTNACHT  
Recon ID : None

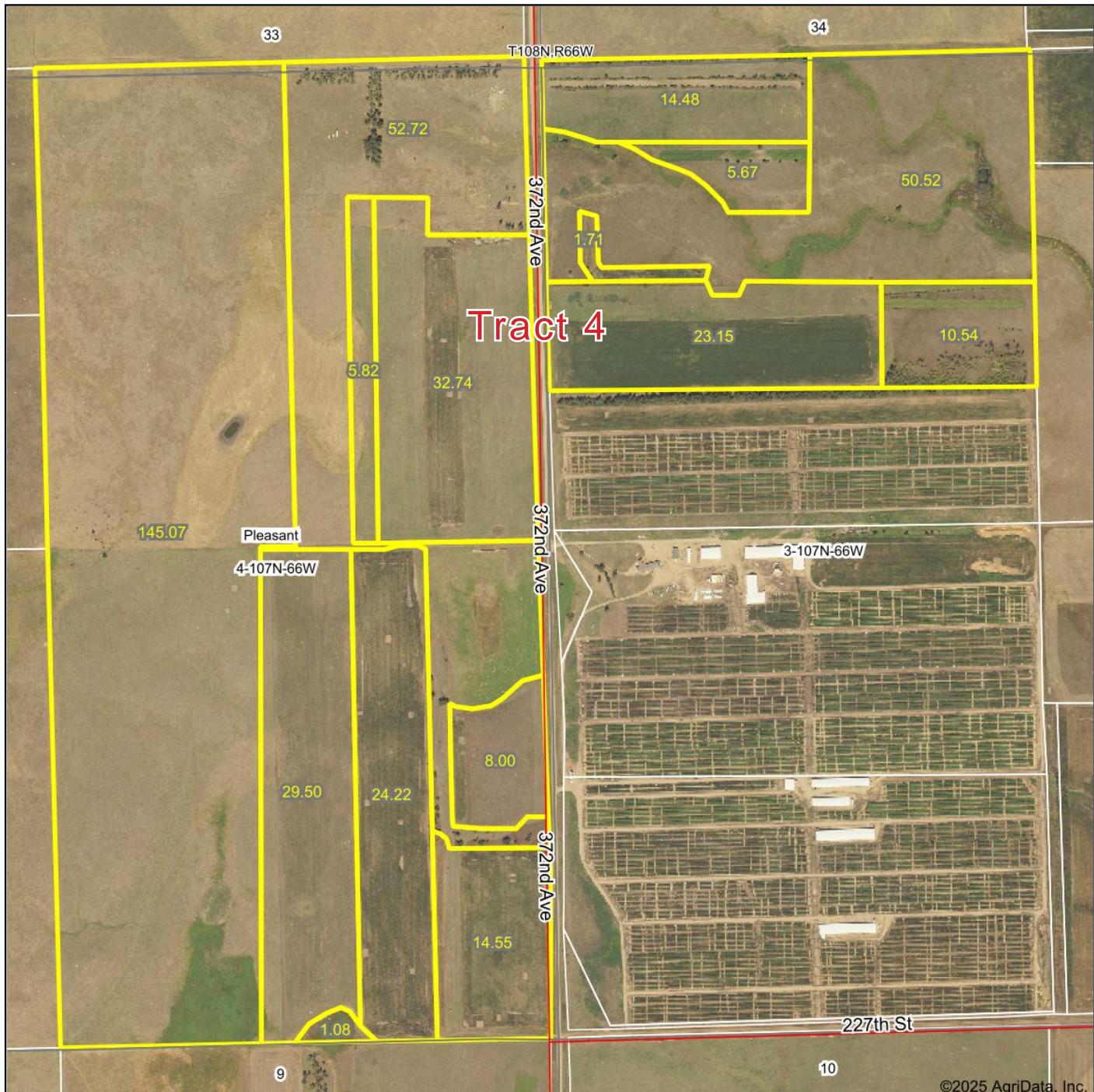
Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
168.63	114.83	114.83	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	114.83	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	8.26	0.00	34
Oats	6.16	0.00	84
Corn	42.75	0.00	85
<b>TOTAL</b>	<b>57.17</b>	<b>0.00</b>	

## Aerial Map



Maps Provided By:



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

Boundary Center: 44° 6' 5.81, -98° 44' 57.85

0ft 828ft 1657ft

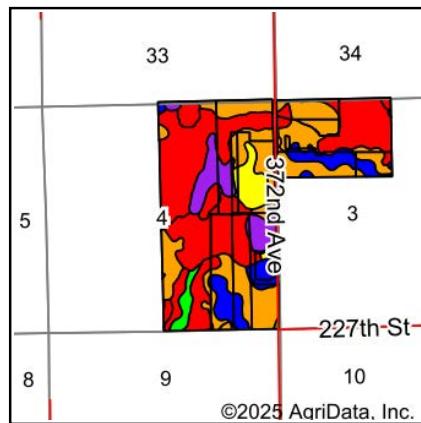
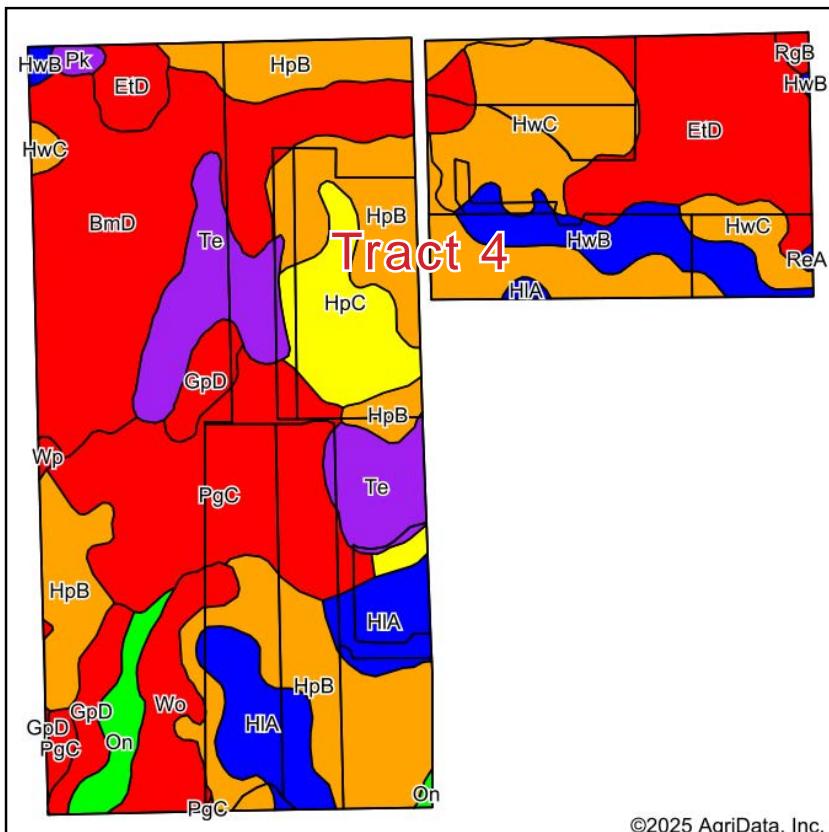
4-107N-66W  
Jerauld County  
South Dakota



12/29/2025

TRACT 4

## Soils Map



State: **South Dakota**  
 County: **Jerauld**  
 Location: **4-107N-66W**  
 Township: **Pleasant**  
 Acres: **419.77**  
 Date: **12/29/2025**



Maps Provided By:  
 **surety**<sup>®</sup>  
 CUSTOMIZED ONLINE MAPPING  
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Soils data provided by USDA and NRCS.

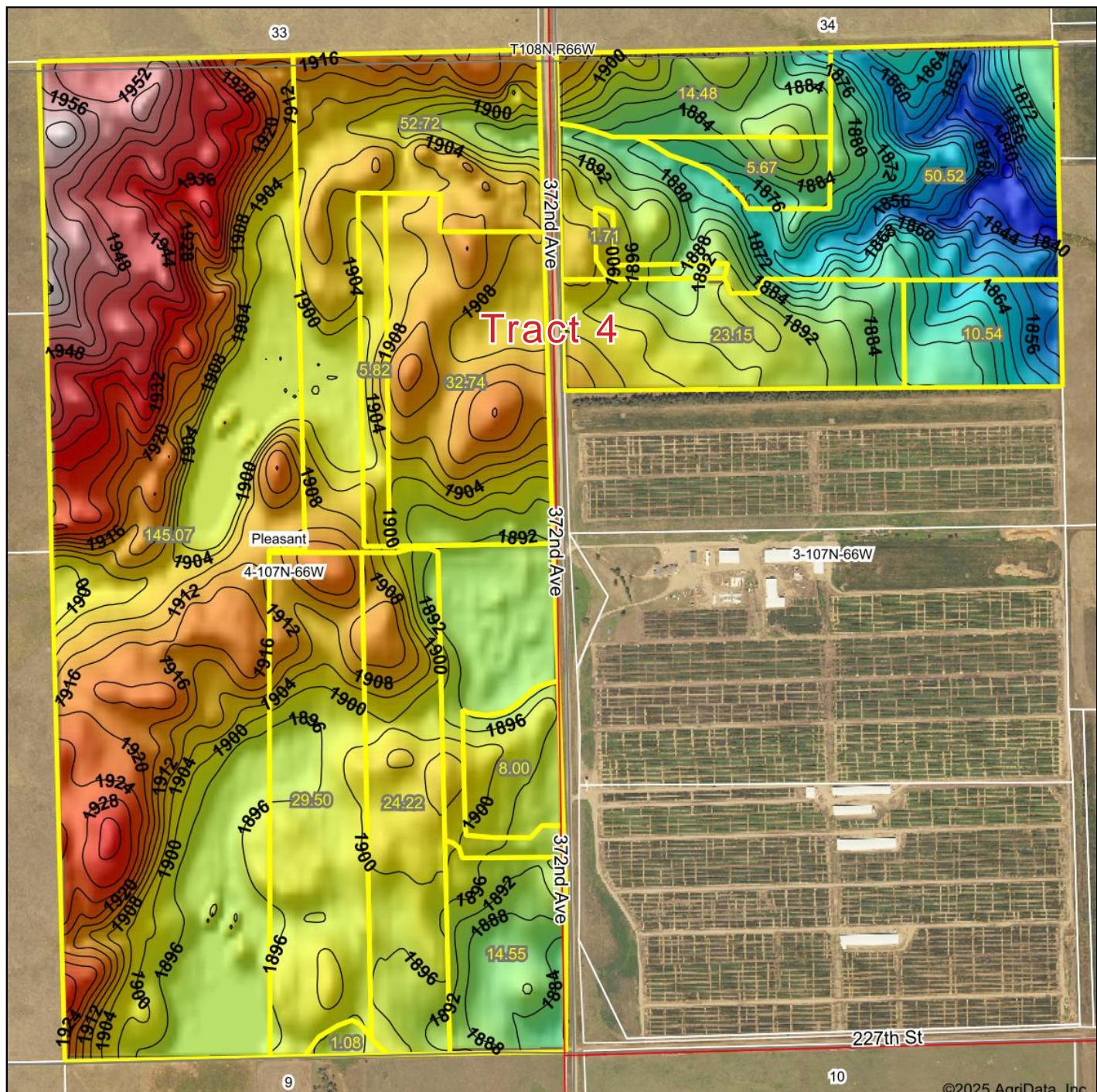
Area Symbol: SD073, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
HpB	Homme-Peno complex, 2 to 6 percent slopes	94.91	22.5%		Ile	77
BmD	Betts-Ethan loams, 6 to 40 percent slopes, stony	69.22	16.5%		Vlls	14
PgC	Peno-Gettys complex, 6 to 9 percent slopes	51.37	12.2%		IVe	43
EtD	Ethan-Betts loams, 9 to 15 percent slopes	42.91	10.2%		Vle	46
HwC	Houdek-Ethan-Prosper loams, 2 to 9 percent slopes	34.31	8.2%		IIIe	76
Te	Tetonka silt loam, 0 to 1 percent slopes	29.96	7.1%		IVw	56
HIA	Homme-Onita-Raber complex, 0 to 2 percent slopes	24.38	5.8%		Ilc	85
HpC	Homme-Peno complex, 6 to 9 percent slopes	19.30	4.6%		IVe	67
HwB	Houdek-Ethan-Prosper loams, 1 to 6 percent slopes	15.81	3.8%		Ile	82
Wo	Worthing silty clay loam, 0 to 1 percent slopes	14.48	3.4%		Vw	30
GpD	Peno-Gettys clay loams, 9 to 15 percent slopes	12.00	2.9%		Vle	31
On	Mobridge silt loam, 0 to 2 percent slopes	7.61	1.8%		Ilc	94
Pk	Plankinton silt loam	1.47	0.4%		IVw	56
RgB	Raber-Jerauld-Cavo complex, 0 to 6 percent slopes	1.11	0.3%		IIIe	50
Wp	Worthing silty clay loam, ponded, 0 to 1 percent slopes	0.64	0.2%		Vlllw	10
ReA	Ree loam, 0 to 2 percent slopes	0.29	0.1%		Ilc	85
Weighted Average					4.03	55

\*c: Using Capabilities Class Dominant Condition Aggregation Method

TRACT 4

## Topography Hillshade



Low Elevation High

Source: USGS 10 meter dem

Interval(ft): 4

Min: 1,832.6

Max: 1,969.2

Range: 136.6

Average: 1,901.4

Standard Deviation: 21.78 ft

0ft 812ft 1624ft



4-107N-66W  
Jerauld County  
South Dakota

Boundary Center: 44° 6' 5.81, -98° 44' 57.85  
12/29/2025



Maps Provided By:



www.AgriDataInc.com

d by Farm Service Agency as of 5/21/2008.

TRACT 4

*Jerauld County Title Company, Inc.*  
PO Box 475  
Wessington Springs, SD 57382  
(605)-539-1541

## **ABSTRACTER'S CERTIFICATE**

ARSD 20:36:07:01.01

Jerauld County Title Company, Inc. of Jerauld County, South Dakota, and a Bonded Abstracter of the County of Jerauld, State of South Dakota, hereby certifies that as of:

November 12, 2025 at 8:00 A.M.

the attached search report constitutes a true and complete record of ownership back to patent or plat, as applicable, including all easements, covenants or other instruments affecting title as to the following described real estate situated in said county, to wit:

*The Northwest Quarter (NW ¼) of Section Three (3), Township One Hundred Seven (107) North, Range Sixty-six (66), West of the 5<sup>th</sup> P.M., Jerauld County, South Dakota; and*

*The Southeast Quarter (SE ¼) of Section Four (4), Township One Hundred Seven (107) North, Range Sixty-six (66), West of the 5<sup>th</sup> P.M., Jerauld County, South Dakota; and*

*The Northeast Quarter (NE ¼) of Section Four (4), Township One Hundred Seven (107) North, Range Sixty-six (66), West of the 5<sup>th</sup> P.M., Jerauld County, South Dakota.*

and,

FURTHER certifies that there are no unsatisfied Mechanic's Liens, Federal Liens, State Liens or County Liens filed in the office of the Register of Deeds of said County which are liens on said real estate except as disclosed in said report;

and,

FURTHER certifies that as shown by the dockets in the Office of the Clerk of the Circuit Court of said County, there are no unsatisfied judgments or transcripts of judgments which are liens upon said real estate except as disclosed in said report;

and,

FURTHER certifies that as shown by the tax records of said County of Jerauld there are no taxes or special assessments due or unpaid or tax sale certificates unredeemed affecting the title to said real estate except as disclosed in said report.

Dated at Wessington Springs, South Dakota, this 12th day of November, 2025, at 8:00 A.M.

Jerauld County Title Company, Inc.

by: Michele S. Tong  
Its: Licensed Abstracter

## PRE-SALE SEARCH

Issued by: Jerauld County Title Company, Inc.  
PO Box 475  
Wessington Springs, SD 57382  
(605) 539-1541

Search No: #TI-25-8143

1. Effective Date: November 12, 2025 at 8:00 A.M.

2. Names Searched:

Alma I. Schimke  
Alma I. Shoop

3. Last conveyance of record runs to:

Parcel #1: Alma I. Schimke  
Parcel #2: Alma I. Shoop

4. The land referred to in this Search Report as follows:

Parcel #1:

The Northwest Quarter (NW ¼) of Section Three (3), Township One Hundred Seven (107)  
North, Range Sixty-six (66) West of the 5<sup>th</sup> P.M., Jerauld County, South Dakota; and

The Northeast Quarter (NE ¼) of Section Four (4), Township One Hundred Seven (107)  
North, Range Sixty-six (66) West of the 5<sup>th</sup> P.M., Jerauld County, South Dakota; and

Parcel #2:

The Southeast Quarter (SE ¼) of Section Four (4), Township One Hundred Seven (107)  
North, Range Sixty-six (66) West of the 5<sup>th</sup> P.M., Jerauld County, South Dakota.

## Pre-Sale Search

Search No: #TI-25-8143

### EXCEPTIONS:

This search does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and special assessments not yet due and payable.

NOTE: There are no assessments.

TAX ID#1379; All of 2024 real estate taxes, payable in 2025, have been paid in full, \$1703.28.

TAX ID#1382; All of 2024 real estate taxes, payable in 2025, have been paid in full, \$1080.46.

TAX ID#1385; All of 2024 real estate taxes, payable in 2025, have been paid in full, \$1581.80.

2. Coverage of this Search extends only to filings in the records of Jerauld County, South Dakota. Search was not made of the filings in the central office of the Secretary of State of South Dakota, and is not covered by this search.
3. Section line highways by operation of law. SDCL 31-18-1, and unrecorded underground easements, if any.
4. Reservations and exceptions contained in Patents from U.S.A. or State of South Dakota, or in acts authorizing the issuance thereof. Unpatented mining claims, water rights, claims or title to water.
5. Easements, or any claim of easement, or roads and highways, not shown by the public records.
6. Any right, title or interest in any mineral rights, or related matters, including but not limited to oil, gas, coal or other hydrocarbons.
7. Rights of tenants in possession, if any. Subject to unrecorded leases, if any.
8. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
9. Rights and claims of parties in possession.

10. Construction, Mechanic's, Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
11. Any change in title occurring subsequent to the effective date of this Search and prior to the date of issuance of said report.
12. Reservations contained in Timber-Culture Certificate dated December 4, 1896, filed April 3, 1944, recorded in Book 40, page 582 of Deeds. Granted by the United States of America to encourage the growth of timber on the western prairies.
13. Duties and obligations imposed by U.S. Department of Interior, U.S. Fish and Wildlife Service – Conveyance of Easement for Waterfowl Management Rights, dated November 7, 1995, filed March 5, 1996, recorded in Book 16, page 298-300 of Misc. Records.
14. Duties and obligations imposed by U.S. Department of Interior, U.S. Fish and Wildlife Service – Grant of Easement for Waterfowl Habitat Protection, dated November 7, 1995, filed March 5, 1996, recorded in Book 16, page 301-303 of Misc. Records.
15. Terms and conditions of Right of Way Easement dated December 22, 2000, filed December 28, 2000, recorded in Book 18, page 40 of Misc. Records. Granted to Mid-Dakota Rural Water System, Inc. for perpetual easement over, across, and through said lands with the right to erect, construct, install and lay, and thereafter perpetually use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves and all other devices used in connection with the operation of a rural water system. #08-130. References NW ¼ 3-107-66, JC, SD.
16. Terms and conditions of Memorandum of Easement dated March 30, 2001, filed December 27, 2001, recorded in Book 18, page 660-662 of Misc. Records. By and between Donovan R. Shoop and Alma I. Shoop and Clipper Windpower, Inc. References the E ½ 4-107-66 and NW ¼ 3-107-66, JC, SD.
17. Terms and conditions of Amendment to Grant of Windpark Easement and Easement Agreement and Memorandum of Grant of Windpark Easement and Easement Agreement dated August 28, 2005, filed July 3, 2006, recorded in Book 20, page 698-703 of Misc. Records. References Book 18, page 660-662 of Misc. Records.
18. Terms and conditions of Assignment and Assumption Agreement dated December 12, 2007, filed February 25, 2008, recorded in Book 22, page 48-90 of Misc. Records. By and between Clipper Windpower, Inc. and Clipper Windpower Development Company, Inc.. References Book 18, page 660-662 and Book 20, page 698-703 of Misc. Records.
19. Terms and conditions of Assignment and Assumption Agreement dated October 7, 2008, filed October 22, 2008, recorded in Book 22, page 759-958 of Misc. Records. By and between Clipper

Windpower Development Company, Inc, and Titan Wind, LLC.. References Book 18, page 660-662 and Book 20, page 698-703 of Misc. Records.

20. Terms and conditions of Memorandum of Option and Access Agreement dated November 24, 2009, filed March 26, 2010, recorded in Book 23, page 897-905 of Misc. Records. By and between Alma I. Shoop FKA Alma I. Schimke, a married woman and Titan Wind, LLC.. References the E 1/2 4-107-66 and NW 1/4 3-107-66, JC, SD.
21. County GIS data discloses pheasant flight pens located on the Land. There is no recorded lease agreement or other documentation regarding the pheasant flight pens.
22. Jerauld County Title Company, Inc. reserves the right to make additional requirements when more information is disclosed.
23. **THIS REPORT IS NOT TO BE INTERPRETED AS AN OPINION OF VALIDITY OF TITLE, NOR SHALL IT BE CONSTRUED TO BE IN ANY FORM OF TITLE INSURANCE.** Our report on encumbrances was limited to the tract indices and therefore listings shown do not include additional matters which might have been disclosed by an examination of the record title. Our liability is for reasonable care in making this search, and shall in no case exceed the least of (1) the actual loss of the applicant; or (2) the cost of preparing this Search Report.

**END OF REPORT**

## OFFICE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA

County of Jerauld

ss.

Filed for record this 5th day of  
March, A. D. 1996 at  
4:05 P.M. Recorded in Book 16  
 page 301 of Miscellaneous

Lila Teeslink

Register of Deeds

By \_\_\_\_\_ Deputy

Fee \$9.00

Grossland Easement  
 (Revised April 1992)

UNITED STATES DEPARTMENT OF THE INTERIOR  
 U.S. FISH AND WILDLIFE SERVICE  
 GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

Prepared by:

U.S. Fish &amp; Wildlife Service

Federal Bldg., Room 113

Huron, SD 57350

(605)-352-7014

THIS INDENTURE, by and between Alma I. Schimke, also known as Alma J. Shoop, and

Donovan R. Shoop, her husband, of Rockham, SD

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

## 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-742; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901; and the Land and Water Conservation Fund Act, 16 U.S.C. 460 l-9(a)(1), authorize the Secretary of the Interior to acquire lands and waters or interests therein for the development, advancement, management, conservation, and protection of fish and wildlife resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of Four thousand five hundred Dollars (\$ 4,500), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, as described below, by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands described on Exhibit A are located within, and the aforementioned right of ingress and egress extends on, over, across and through any and all lands within the following-described legal subdivision(s) in Jerauld County, State of South Dakota, to-wit:

T. 107 N., R. 66 W., 5th P.M.  
 section 4, W<sub>2</sub>NE<sub>4</sub>; (also described as Government Lot 2 and SW<sub>1</sub>NE<sub>4</sub>), W<sub>2</sub>W<sub>2</sub>SE<sub>4</sub>, and  
W<sub>2</sub>E<sub>2</sub>W<sub>2</sub>SE<sub>4</sub>.

SUBJECT, however, to all statutory rights-of-way and other 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 conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within 9 calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or person claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforementioned lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.

4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantor successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

Copies of the above-referenced map(s), Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 680k.

#### SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States 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 Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the United States, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to  
Alma I. Shoop HC 61, Box 75 Rockham, SD 57470-9654  
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. Payment of the consideration will be made by a United States Treasury check after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 7<sup>th</sup> day of Nov. , 1975

Alma I. Shoop (L.S.)  
Alma I. Schimke, also known as  
Alma I. Shoop (L.S.)

Donovan R. Shoop (L.S.)  
Donovan R. Shoop (L.S.)

#### ACKNOWLEDGMENT

STATE South Dakota  
COUNTY Beadle

on this 7<sup>th</sup> day of Nov. in the year 1975 before me personally appeared

Alma I. Schimke, also known as Alma I. Shoop, and Donovan R. Shoop, her husband

known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their ~~CONTRACT~~ free act and deed.



My commission expires

#### ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FEB 28 1998

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
By: Harry Ellman  
Title: CHIEF, DIVISION OF REALTY  
U.S. Fish and Wildlife Service

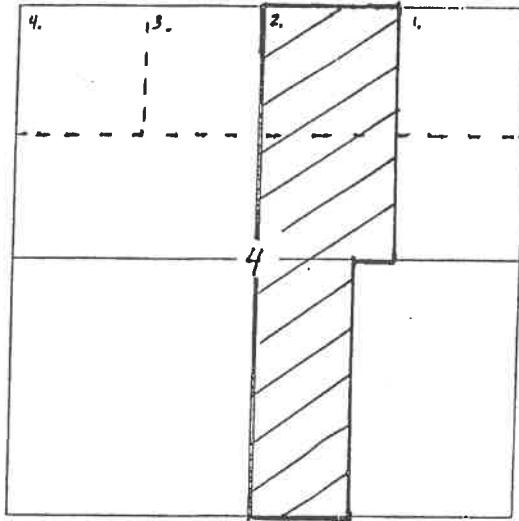
Grassland Easement  
November, 1989

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

Shoop, Alma I.

TRACT (143G) Map 1 of 1  
WILDLIFE MANAGEMENT AREA Jerauld COUNTY, STATE OF S. D.  
T. 107 N. R. 66 W. 5th PRINCIPAL MERIDIAN  
section 4,  $W_1^4NE_4^1$  (also described as Government Lot 2 and  $SW_4^1NE_4^1$ ),  $W_2^1W_2^1SE_4^1$ , and  
 $W_2^1E_2^1W_2^1SE_4^1$ .

Lot Table  
1. 38.09  
2. 38.23  
3. 38.36  
4. 38.50



Scale: 4 inches = 1 mile

This map delineates lands referred to in the easement conveyance  
dated 11-7-95 which the parties of the first part agree to  
maintain as a Wildlife Management Area.

Alma I. Shoop  
Landowner Signature

LEGEND

Boundary of Easement Description

Lands covered by provisions of the easement

Prepared by: Tonna C. Hughes Date: 11-2-95

## OFFICE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA

County of Jerauld } ss.

Filed to record this 5th day of  
March, A.D. 1996 at  
4:00 P.M. Recorded in Book 16  
page 298-300 of Miscellaneous

Lila Teeslink

Register of Deeds

By \_\_\_\_\_  
Fee \$9.00 Deputy

Prepared by:  
U.S. Fish & Wildlife Service  
Federal Bldg., Room 113  
Sioux City, SD 57350  
(605) 322-7014

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

THIS INDENTURE, by and between Alma I. Schimke, also known as Alma I. Shoop, and  
Donovan R. Shoop, her husband, of Rockham, SD

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. 460l-9(c)(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 Three thousand one hundred Dollars (\$3,100), 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 9 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 Jerauld County, State of South Dakota, to-wit:

T. 107 N., R. 66 W., 5th P.M.  
section 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$  (also described as Government Lot 2),  
S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ .

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 successor, 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 certified mail addressed to  
 Alma I. Shoop HC 61, Box 75 Rockham, SD 57470-9654  
 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

4. Payment of the consideration will be made by a United States Treasury check after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 7<sup>th</sup> day  
 of Nov., 1995

Alma I. Shoop (L.S.) Donovan R. Shoop (L.S.)  
 Alma I. Schimke, also known as Alma I. Shoop  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)

ACKNOWLEDGMENT

STATE South Dakota )  
 COUNTY OF Beadle )  
 \_\_\_\_\_ (L.S.)

On this 7<sup>th</sup> day of Nov., 1995 before me personally appeared  
 Alma I. Schimke, also known as Alma I. Shoop, and Donovan R. Shoop, her husband,  
 \_\_\_\_\_ (L.S.) known to me to be the person(s)  
 described in and who executed the foregoing instrument and acknowledged to me that they X (X) (X) executed the same as their  
 \_\_\_\_\_ (L.S.) free act and deed.

William B. Barnes Jr.  
 Notary Public  
 My commission expires: 9-21-98

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on  
 behalf of the United States this 28 day of Feb., 1996.

FEB 28 1996

THE UNITED STATES OF AMERICA  
 By: Lawrence J. Blommer  
 Title: ONCE, DIVISION OF REALTY  
 U.S. Fish and Wildlife Service

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

EXHIBIT "A"

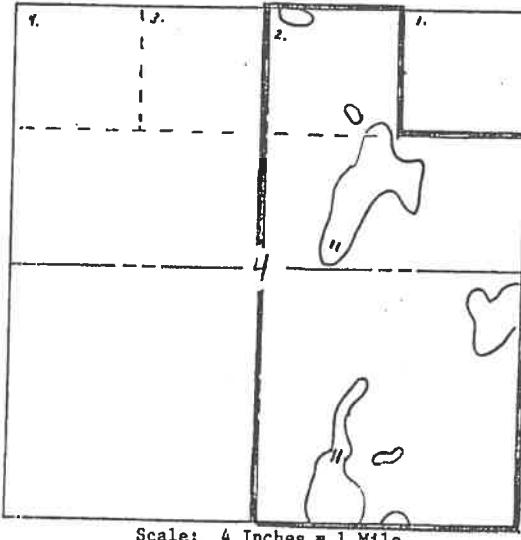
Map 1 of 1

Shoop, Alma I.

TRACT (143X)

WATERFOWL PRODUCTION AREA Jerauld COUNTY, STATE OF South Dakota  
 EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
 T. 107 N., R. 56 W., 5th PRINCIPAL MERIDIAN  
 section 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$  (also described as Government Lot 2), S $\frac{1}{2}$ NE $\frac{1}{4}$ , and SE $\frac{1}{4}$ .

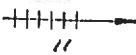
Lot Table  
 Lot 1 - 38.09  
 Lot 2 - 38.23  
 Lot 3 - 38.36  
 Lot 4 - 38.50



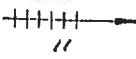
This map delineates wetlands referred to in the easement conveyance dated 11/7/95 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased 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

Dugout

Prepared by:

Tonna C. Hughes

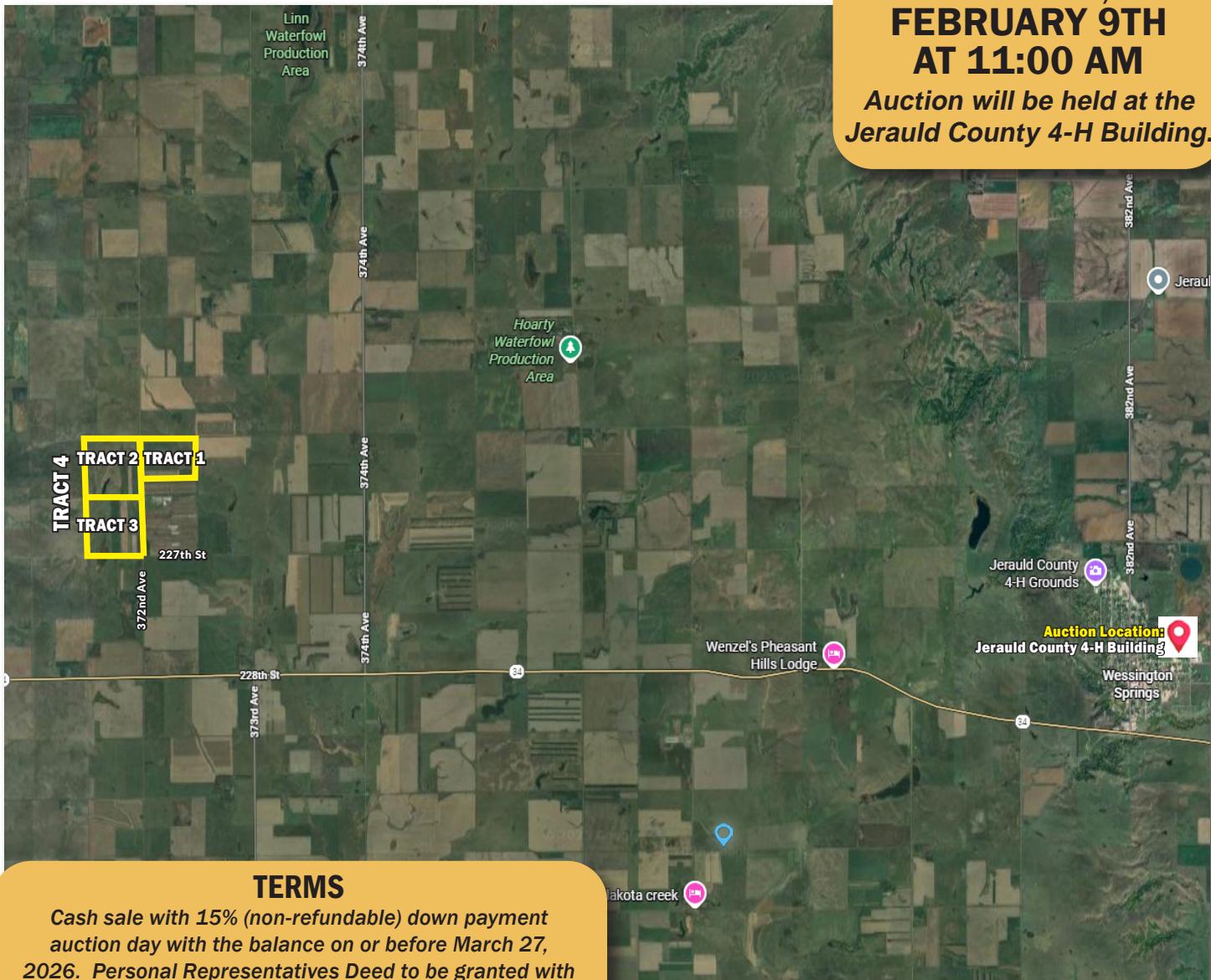
Alma I. Shoop

Landowner Signature

Date: 11-2-95

# 425.96 ACRES

## JERAULD COUNTY LAND



### TERMS

*Cash sale with 15% (non-refundable) down payment auction day with the balance on or before March 27, 2026. Personal Representatives 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. New buyer will be responsible for all the 2026 taxes. Sold subject to Personal Representatives approval and all easements and restrictions of record. Remember auction held indoors at the Jerauld County 4-H Building.*

**"We Sell The Earth And Everything On It!"**

800.251.3111 | Marion, SD | [WiemanAuction.com](http://WiemanAuction.com)

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

