

160 ACRES KINGSBURY COUNTY SD LAND

AUCTION

LIVE AUCTION!

MARCH 6TH, 2026 • 2PM CST

Auction held at the Carthage Community Center



**Owner: Jon A. Fosheim and Penny L. Fosheim
Revised Irrevocable South Dakota Holdings Trust**

For more information go to www.benmeyerauctions.com

**MEYER AUCTION
SERVICE, LLC**

**Auctioneer: Ben Meyer CAI RE#13234 Agent for Seller
Meyer Auction Service LLC 605-350-0316**



Here is a great opportunity to purchase land in South Western Kingsbury County, South Dakota which is approximately 94% tillable farmland. Excellent chance for row crop operators or investors to add to and expand their current acres. According to the FSA there are 158.85 acres of Farmland and 150.85 Acres DCP Cropland Acres. Corn Base Acres 70.31 with a PLC yield of 136 and Soybean base acres of 80.54 with a PLC yield of 44. According to Surety Agri Data the average weighted soil rating is 50.3. There is a USFW wetland easement on the SW 40 acres and the NE 40.

Drive by the property at your convenience or for more information give Ben a call today.

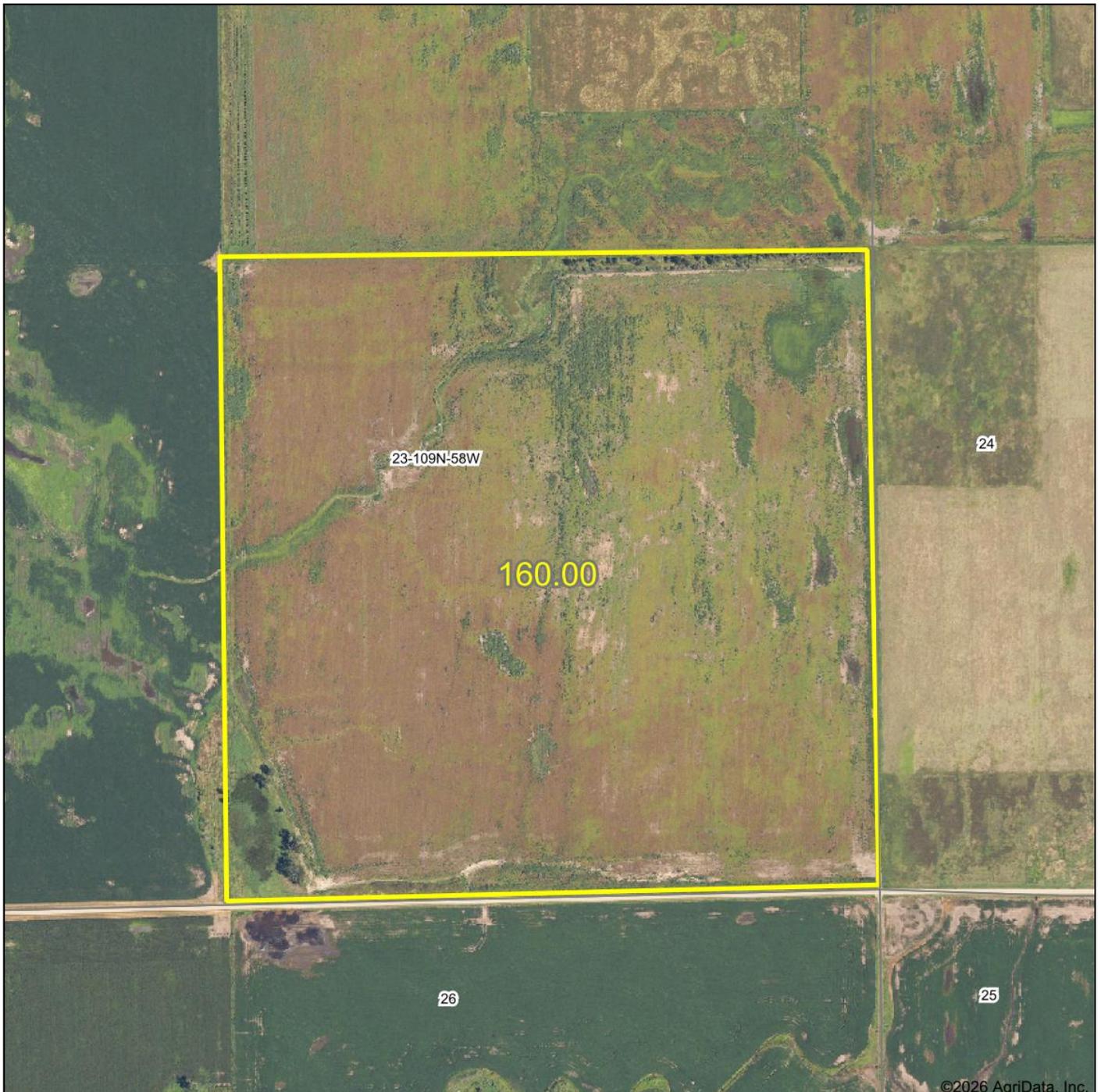
LEGAL: SE 1/4 23-109N-58W Esmond Twp. Kingsbury County SD.

Located approximately from Esmond SD 2 1/2 miles South on 422nd and 1/2 mile East on 218th ST

New owner to have full possession to operate or rent for 2026 after closing.

TERMS: 10% nonrefundable earnest money due down day of auction with balance due at closing. Closing on or before 45 days from auction. Preliminary Title Insurance has been completed. Title insurance and closing service fees split 50/50 between buyer and seller. Seller pays 2025 taxes. New owner responsible for 2026 taxes due in 2027. 2025 taxes due in 2026 \$1395.06. Fences may or may not lie on true boundary. Sold by legal description. Sold subject to owner confirmation. No buyer contingencies, have financial arrangements secured prior to bidding. Come prepared to buy!

Aerial Map

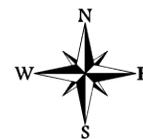


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Boundary Center: 44° 13' 39.68, -97° 45' 30.4



23-109N-58W
Kingsbury County
South Dakota

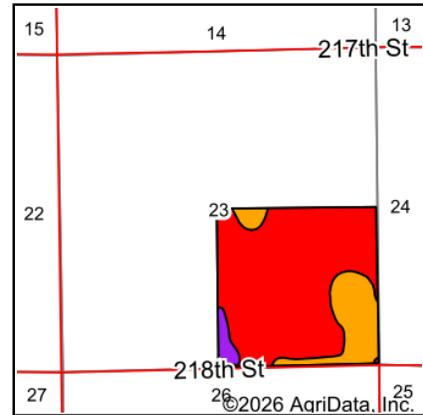
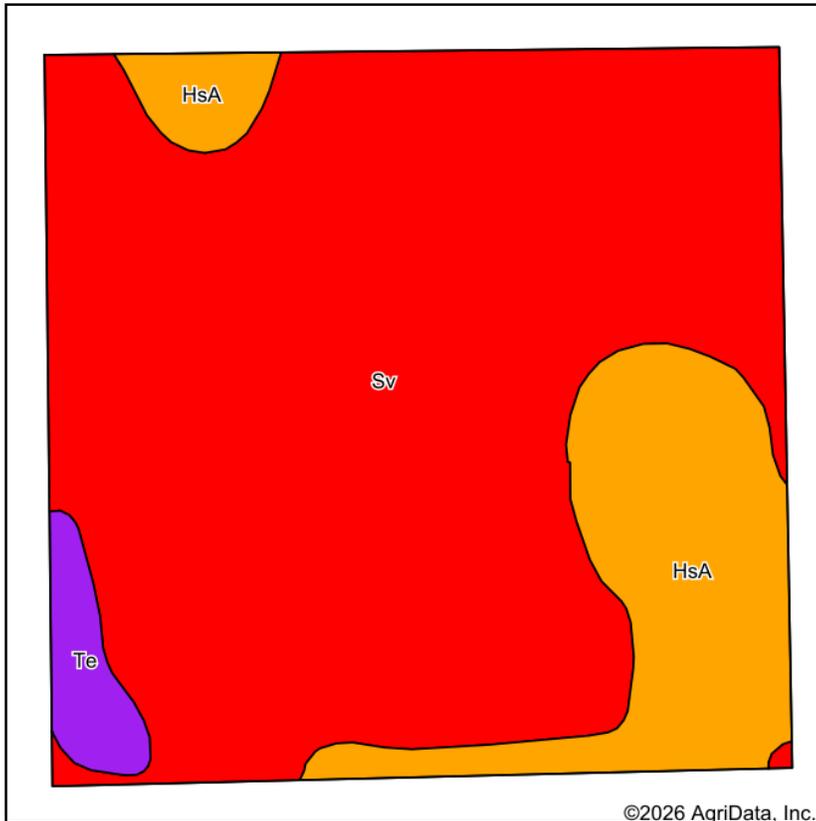


Maps Provided By:

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2/10/2026

Soils Map



State: **South Dakota**
 County: **Kingsbury**
 Location: **23-109N-58W**
 Township: **Esmond**
 Acres: **160**
 Date: **2/10/2026**

Maps Provided By:

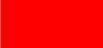
 CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

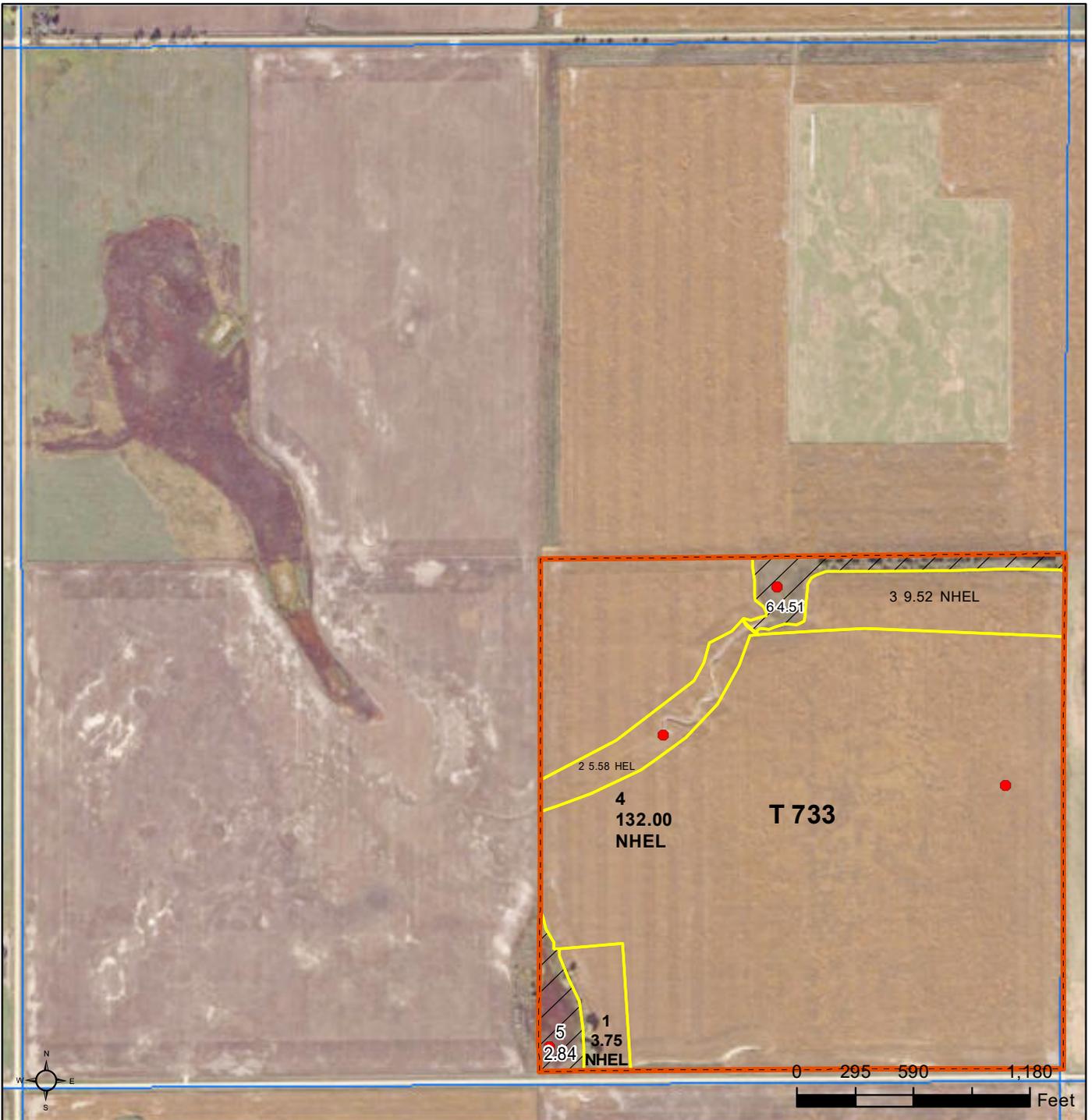
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Area Symbol: SD077, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Soybeans
Sv	Stickney-Dudley-Hoven silt loams, 0 to 2 percent slopes	126.50	79.1%		III s	44	43
HsA	Houdek-Stickney complex, 0 to 2 percent slopes	29.01	18.1%		II c	77	60
Te	Tetonka silt loam, 0 to 1 percent slopes	4.49	2.8%		IV w	56	14
Weighted Average					2.85	50.3	*n 45.3

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

*c: Using Capabilities Class Dominant Condition Aggregation Method



Common Land Unit  Tract Boundary
 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 _____

Tract Cropland Total: 150.85 acres

2025 Program Year

Map Created April 04, 2025

Farm 5704

Tract 733

23-109N-58W-Kingsbury

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
KINGSBURY



United States Department of Agriculture
Farm Service Agency

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM : 5704

Prepared : 2/5/26 3:36 PM CST

Crop Year : 2026

Operator Name :
CRP Contract Number(s) : 11170A,11171A
Recon ID : 46-077-2007-162
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
315.69	307.29	307.29	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	154.97	0.00		152.32	0.00	0.00	0.00	

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	72.22	51.96	136	0
Soybeans	82.75	60.07	44	0
TOTAL	154.97	112.03		

NOTES

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Tract Number : 733

Description : SE 23-109-58
FSA Physical Location : SOUTH DAKOTA/KINGSBURY
ANSI Physical Location : SOUTH DAKOTA/KINGSBURY
BIA Unit Range Number :
CRP Contract Number(s) : None
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JON A & PENNY L FOSHEIM IRREVOCABLE SOUTH DAKOTA HOLDINGS TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
158.20	150.85	150.85	0.00	0.00	0.00	0.00	0.0

SOUTH DAKOTA
KINGSBURY
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 5704
Prepared : 2/5/26 3:36 PM CST
Crop Year : 2026

Tract 733 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	150.85	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	70.31	0.00	136
Soybeans	80.54	0.00	44
TOTAL	150.85	0.00	

NOTES

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Tract Number : 4331

Description : SW 24-109-58
FSA Physical Location : SOUTH DAKOTA/KINGSBURY
ANSI Physical Location : SOUTH DAKOTA/KINGSBURY
BIA Unit Range Number :
CRP Contract Number(s) : 11170A,11171A
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JON A & PENNY L FOSHEIM IRREVOCABLE SOUTH DAKOTA HOLDINGS TRUST
Other Producers : None
Recon ID : None

Tract Land Data

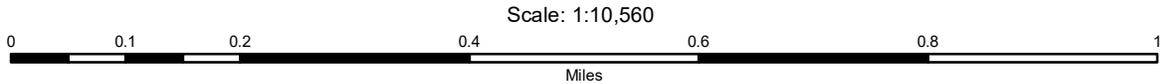
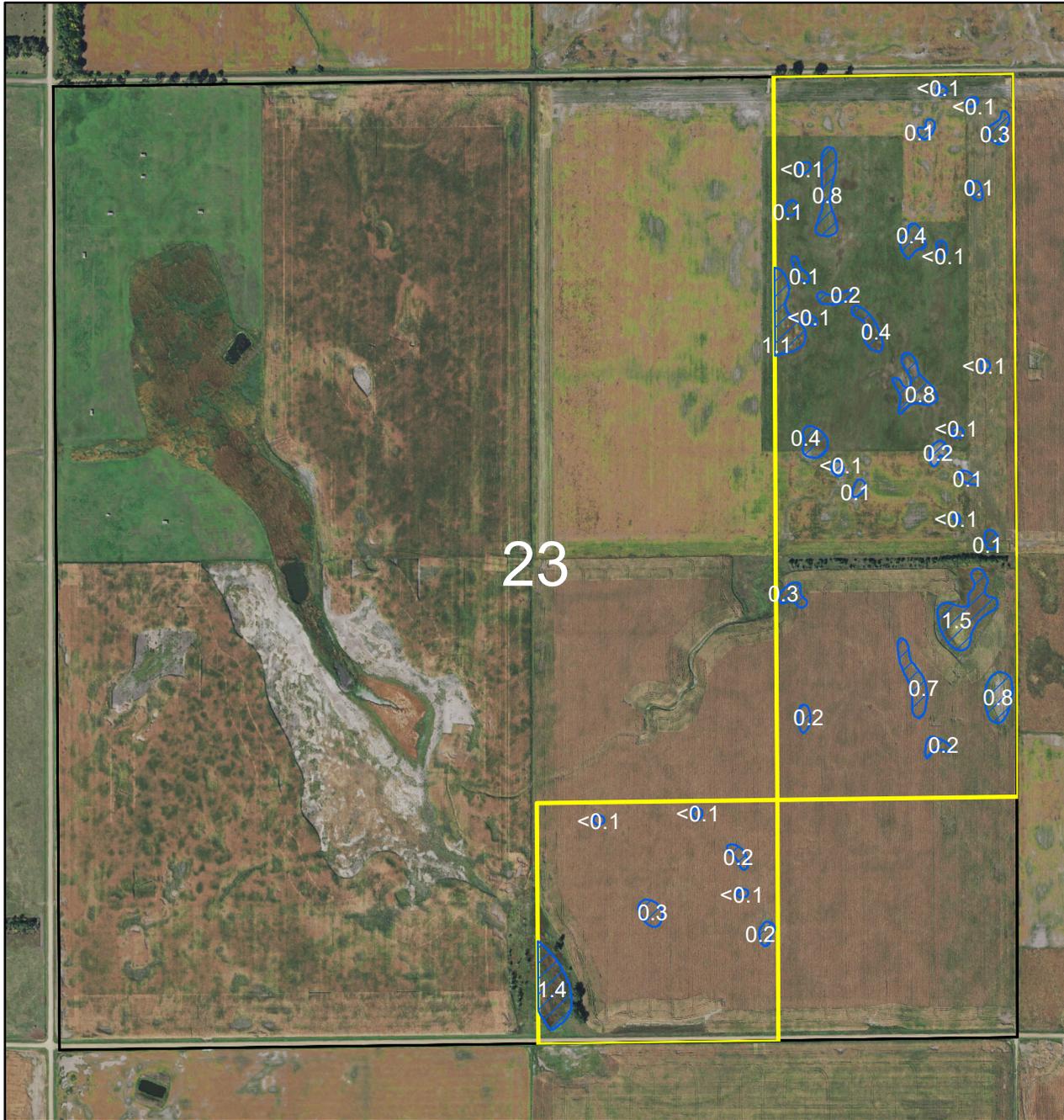
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
157.49	156.44	156.44	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	4.12	0.00	152.32	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	1.91	51.96	136
Soybeans	2.21	60.07	44
TOTAL	4.12	112.03	

NOTES

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The U.S. Fish & Wildlife Service (Service) has purchased and owns a perpetual easement which restricts the rights to drain, burn, fill or level any wetland areas depicted on this map. This map represents the Service's effort to depict the approximate sizes, shapes, and locations of all protected wetland areas and is not intended to depict water levels in wetland areas for any given year. Wetland area acre estimates are provided to demonstrate that mapped wetland areas are consistent with the acres for which the Service paid. Any other interpretation of the estimated wetland area acreages may lead to a mischaracterization of the easement conveyance. A permit is required from the Service before conducting activities that result in the draining, burning, filling or leveling of wetland areas identified on this map.

-  Section Boundary
-  Boundary of Easement Description
-  Wetland Areas Covered by Provisions of the Easement

SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

01. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
02. Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Court of Kingsbury County, South Dakota. Search was not made of filings in the central office of the Secretary of State of South Dakota. Any filings in the central office of the Secretary of State of South Dakota are not covered by this Commitment.
03. Rights or claims of parties in possession not shown by the public records. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water; any right, title or interest in any minerals, mineral rights, or related matters.
04. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
05. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
06. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easements granted or reserved along therewith or arising by operation of law.
07. The real estate described in this Commitment/Policy shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, we are not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.
08. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
09. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
10. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
11. Any service, installation or connection charge for sewer, water or electricity.
12. Subject to right, title or interest claimed by any lessee or tenant, or by any assignee(s) of the same, in any portion of the subject property by virtue of an unrecorded lease, agreement or memorandum thereof, including, but not limited to, any option to renew, option to purchase, and restriction against another business of the same nature.
13. Real Estate Taxes and Special Assessments, if any, for the year 2026 and subsequent years which constitute a lien but are not due and payable.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

14. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
15. Subject to any setback lines and utility easements that may exist.
16. If a portion of the property contains wetlands which may be subject to federal, state or local regulations, the right to use or improve these wetlands is excepted herein.
17. Terms, conditions, duties and obligations of Conveyance Of Easement For Waterfowl Management Rights granted to the United States of America, acting by and through the Secretary of the Interior, filed April 15, 1974 at 8 AM and recorded in Book 23 of Misc., on page 550, which covers SW¼SE¼ and NE¼SE¼-23-109-58.
18. Terms, conditions, duties and obligations of Esmond Township Resolution And Order Vacating Roadway filed June 21, 2006 at 10:30 AM in Book 43 of Misc., on page 371 and re-recorded August 23, 2006 at 10 AM and recorded in Book 43 of Misc., on page 484, which vacates "the north-south mile road between Sections 23 and 24-109-58, Esmond Township."
19. 2025 Real Estate Taxes due and payable in 2026 in the amount of \$1395.06, 1st half due April 30, 2026 in the amount of \$697.53 is unpaid, 2nd half due October 31, 2026 in the amount of \$697.53 is unpaid. Parcel DOE# 1259

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Kingsbury (239X, 1)
60-120-9047
ORIGINAL

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Orral V. Jeffers and Gracie L. Jeffers, his wife, of 1279 Dakota Ave. S.; Robert Olson and Marlyn M. Olson, his wife, of 1750 Illinois S.W. and Jon Fosheim and Mary Lou Fosheim, his wife, Box 1322, all of Huron, South Dakota

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, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes 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 (\$ 350.00)

Three Hundred Fifty----- Dollars, 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 six 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 access thereto by authorized representatives of the United States:

T. 109 N., R. 58 W., 5th P.M. Kingsbury County, South Dakota
section 23, E $\frac{1}{2}$ NE $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$, NE $\frac{1}{2}$ SE $\frac{1}{2}$;
section 24, W $\frac{1}{2}$ NW $\frac{1}{2}$ less railway right-of-way according to C.D. dated 5/14/73.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for 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 or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or recurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter recurs due to natural causes; and by not burning any areas covered with marsh vegetation. 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 successors, 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.

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 Mr. Jon Fosheim at Box 1322, Huron, South Dakota 57350 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 Field 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

30th day of May, 1973.

<u>Jon Fosheim</u> (L.S.)	<u>Orral V. Jeffers</u> (L.S.)
<u>Mary Lou Fosheim</u> (L.S.)	<u>Gracie L. Jeffers</u> (L.S.)
_____ (L.S.)	<u>Robert Olson</u> (L.S.)
_____ (L.S.)	<u>Marlyn M. Olson</u> (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota
COUNTY OF Beadle } ss

On this 30 day of May, in the year 1973, before me personally appeared
Jon Fosheim and Mary Lou Fosheim, his wife;
Orral V. Jeffers and Gracie L. Jeffers, his wife; and
Robert Olson and Marlyn M. Olson, his wife, known to me to
be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed
the same as their (his) free act and deed.

Robert S. Fryer
Robert S. Fryer
Notary Public
(Official Title)

(SEAL)

My commission expires 11/6/74
STATE OF SOUTH DAKOTA
Kingstbury County
April A. D. 1973 at 15 day of May
and 75 minutes of M. and pm
in Book 23 of me
on page 532
Donald D. Mearns
Register of Deeds
Beading Dept.

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this JUN 26 day of 1973 19

THE UNITED STATES OF AMERICA
By M. A. Marston
M. A. Marston
Regional Director
(Title) Bureau of Sport Fisheries and Wildlife