

# ESTATE AUCTION

## Real Estate & Vehicles

### Saturday, August 12, 2017 – 11:00am

Auction Location: Will be held on site at 611 S 10<sup>th</sup> St. – Aberdeen, SD

#### Real Estate

Parcels are located adjacent to each other but will offered as individual parcels and not as a combination.

**Parcel 1**



**907 6<sup>th</sup> Ave. SW – Aberdeen, SD**

A two-story four-bedroom home with 12' x 18' detached garage and fenced back yard. A total of 4,348 sq. ft. including the basement. The second floor has a kitchen allowing for the opportunity for two-unit rental.  
2016 Real Estate Taxes- \$1,831.50

**Parcel 2**



**611 S 10<sup>th</sup> St. – Aberdeen, SD**

Great lot with 26' x 44' shop/garage and 14' x 22' garage. The lot is zoned C-2 (highway commercial district) providing many uses. Lot includes a well with water access to shop. Currently no city sewer or water hook-ups.  
2016 Real Estate Taxes - \$426.94

#### Personal Property



**1999 Lincoln Town Car**  
55,065 miles, 4 door, auto,  
leather seats, very sharp,  
VIN 1LNHM82W6XY669260



**1994 Ford Ranger XLT**  
71,000 miles, 4WD, extended cab,  
box cover, auto, Luverne grill guard,  
running boards, sharp  
VIN#1FTCR15X1RPA45077



**2 - Heavy metal shelves on wheels**



**Jim Thorpe**  
Broker/Auctioneer  
605-216-7776

**Peggy Thorpe**  
Broker  
605-216-1309

**Thorpe Realty & Auction**  
1002 S Lawson St  
Aberdeen, SD 57401

**Method of Sale:** Personal Property will be offered at 11:00 am followed by Parcel 1 then Parcel 2. Real estate parcels will be offered as individual parcels and not as a combination.

**Private showings by appointment. Call Thorpe Realty & Auction (605) 225-7776**

**Legal Descriptions:**

**Parcel 1:** Lot 4 and East 2 feet of Lot 3, Garden Park Addition, City of Aberdeen, Brown County, SD

**Parcel 2:** Lot 21 and North 17' of Lot 20, Garden Park Addition, City of Aberdeen, Brown County, SD

**TERMS & CONDITIONS:** Successful bidder will deposit 10% irrevocable earnest money down day of sale with balance due in certified funds upon closing, on or before September 25, 2017. Purchaser will receive immediate possession upon closing. Properties are selling without Purchaser contingency of any kind, have financial arrangements secured prior to bidding. Properties sell in "as is" condition. Marketable Title will be conveyed and owner's title insurance will be provided with the cost of the owner's policy shared equally between the Purchaser & Seller. Clark Title Company will be the closing agent and their closing service fee will be split equally between Purchaser and Seller. Seller is responsible for 2016 real estate taxes. 2017 Real estate taxes payable in 2018 shall be pro-rated to day of closing. Both properties are in C-2 (highway commercial district). The property is sold subject to existing easements, zoning restrictions, reservations or highways of record, if any. Information contained herein is deemed to be correct but is not guaranteed. Verbal announcements made day of sale shall take precedence over promotion advertisements. Thorpe Realty & Auction is representing the Seller exclusively.

**Owner: Estate of Beverly A. Boulais**



# Parcel 1

907 SW 6th Ave, Aberdeen, SD 57401

MLS #17-414

Offered at Public Auction - Saturday August 12, 2017 at 11:00am. A two-story four bedroom home with detached garage and fenced back yard. The second floor has a kitchen allowing for the opportunity for two unit rental. The home and garage were recently treated for termites by Olson Pest Control and carries a year warranty.

### Details

**Amenities:** Window Appointments: All; Porch: 7' x 20'  
**Appliances:** Dryer; Microwave; Range; Refrigerator; Washer  
**Basement:** Partial  
**Foundation:** Poured  
**Cooling:** Central Air  
**Roof:** Composite  
**Utilities:** Drinking Water: City  
**Water Heater:** Elec  
**Sewer:** Public  
**Heating:** Forced Air  
**Heat Fuel:** Natural Gas  
**Miscellaneous:** LBP/Disclosure; Lock Box; Sign

### Contract Information

Approved by MLS	Yes	<b>2016 Real Estate Taxes</b>	<b>\$1,831.50</b>
Begin Date	07/07/2017	Auction Date	August 12, 2017
End Date	09/25/2017	How To Show	Call Thorpe Realty

### General Property Description

Property Type	Auction	Terms	See Auction Flyer
Style	2 Story	Total Bedrooms	4
Total Bathrooms	2	1st Floor Sq. Ft.	1,840
2nd Floor Sq. Ft.	1,672	Below Grade Sq. Ft.	836
Total SqFt.	4,348	Garage Size	12-6 x 18-6
Lot Size	44' x 139'	Year Built	1905

### Location, Legal & Tax

Area	Aberdeen - City	County	Brown
Geo Lat	45.459230	Geo Lon	-98.501748
Legal	Lot 4 and East 2 feet of Lot 3, Garden Park Addition, City of Aberdeen, Brown County, SD		
Parcel Number	15508	Flood Plain	No
Zoning	C-2	Own Occ In Force	Yes
Owner	Beverly A Boulais Estate		

### Remarks & Directions

Book Msg 2      \*\*\* NEW LISTING \*\*\*

### Status Change Info

Status	Active	Status Change Date	07/08/2017
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### Member and Office Information

Listing Member	Jim Thorpe	Listing Office	THORPE REALTY & AUCTION INC 761021125
	Cell: 605-216-7776		
	Fax: +1 866-324-4602		
	Office: 605-225-7776		
	<a href="http://www.ThorpeRealtyAuction.com">http://www.ThorpeRealtyAuction.com</a>		
Co-listing Agent	Peggy Thorpe of THORPE REALTY & AUCTION INC	Lock Box Number	28418926
CB Comm	2	CB Comm Type	%

Room Name	Room Level	No. of Rooms	Dimensions	Area	Room Remarks
Living Room	M		16-8 x 12-2		
Kitchen	M		14-10 x 9-10		
Bath	M		x		Full
Bedroom	M		11 x 9-7		
Bedroom	M		11-8 x 10-2		
Bedroom	2		17-2 x 10		Possible living room
Bedroom	2		10-9 x 9-8		
Kitchen	2		10-9 x 10-9		
Bath	2		x		Full

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**Disclosure of Information on Lead-Based Paint and/or 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**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- (ii)  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 (i) or (ii) below):
- (i)  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).
- \_\_\_\_\_
- (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

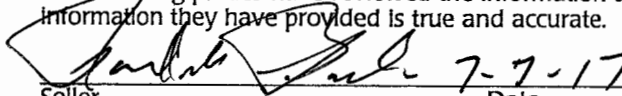
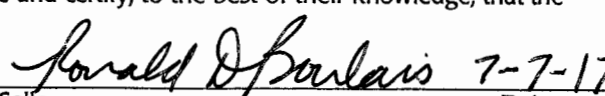
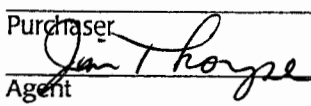
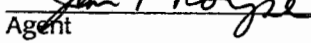
- (c)  Purchaser has received copies of all information listed above.
- (d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment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

- (f) JT Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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 they have provided is true and accurate.

	7-7-17		7-7-17
Seller	Date	Seller	Date
	7/7/17		
Purchaser	Date	Purchaser	Date
			
Agent	Date	Agent	Date





# OLSON'S PEST TECHNICIANS

178 Spring Street, PO Box 212 • Yankton, SD 57078 • (605) 665-5181 • (800) 545-2847

## Lifetime Termite Control Guaranty

Mitchell 996-4131 • Pierre 224-8979 • Chamberlain 734-4040 • Sioux Falls 361-1110 • Rapid City 388-8278 • Norfolk 371-7976 • Grand Island 382-0999 • Aberdeen 225-1424



Ron Boulois  
(Name of Buyer)

907 10th Ave SW Aberdeen WDS-228-9121  
(Address) (Phone)

Olson's Pest Technicians, Inc., hereinafter referred to as OLSON'S, in consideration of sums received or to be received from above as herein stated agree to treat the following

described building(s) House & Garage  
(description of real property)

at 907 10th Ave SW  
(location)

Aberdeen SD  
(city, state)

for the extermination and control of subterranean termites using only

termiticides that are registered by the Environmental Protection Agency, and applying such termiticides only as directed on the label authorized by the appropriate government agency.

The consideration upon which the contract is based is the payment of \$ 1800.00 tax to OLSON'S on completion of the initial treatment (Minus advance

payment of \$ 0 )

Olson's is NOT responsible for the repair of present damage which may be visible, unexposed or hidden unless stated in writing and for which OLSON'S will be paid a specific amount.

It is agreed and understood that the initial guaranty period shall be one (1) year, commencing on the date contract is accepted by OLSON'S, and shall be renewed and extended for one (1) year each time an annual inspection payment is made.

If is further agreed and understood that OLSON'S will return each year and inspect the premises, for which there will be a charge of \$ 330.00 tax subject to re-evaluation after five (5) years.

Above mentioned inspection will be scheduled and performed only upon receipt of annual inspection payment to OLSON'S. Payment of said inspection is payable by

the 10th of June. Failure to make said payment by due date will terminate the contract and render null and void all the service guaranty hereof as of the due date and without privilege of reinstatement.

The Guaranty hereof includes re-inspection and re-treating the premises for subterranean termites as necessary without extra costs over the life of the contract if subterranean termite reinfestation is found during the period this Guaranty remains in force.

OLSON'S will not be responsible for any damage to real property, nor does the Guaranty apply to damage to personal property, as liability under this warranty is limited to re-treatment only, and in no way, implied or otherwise, is OLSON'S responsible for damages.

If, after treatment, any additions are built on to, or alterations made in the foundation or cross walls or basement areas finished over with wood or wood construction or composition, this contract is null and void until such time as OLSON'S can treat said alterations or additions, for which there will be a service charge. If any such additions or alterations are found when performing annual inspection, they must be treated as soon as practicable at the expense of the owner.

This warranty is transferable only with the express consent of OLSON'S and upon payment of a fee for such transfer.

*Ron Boulois*  
RON'S PEST TECHNICIANS, INC.  
PRESIDENT OLSON - PRESIDENT 7/00/MAY/16 A CLEAN EFFECTIVE JOB \*

AUTHORIZED TECHNICIAN

AUTHORIZED AGENT

June 30, 2017  
RESPECTIVE DATE

## Parcel 2

611 S 10th Ave, Aberdeen, SD 57401

MLS #17-415

### Details

Miscellaneous: Lock Box; Sign

Offered at Public Auction on August 12, 2017 at 11:00am. Great lot with 26' x 44' shop/garage and 14' x 22' garage. The lot is zoned C-2 (Commercial) providing multiple uses. Consult Auction Info Packet for C-2 ordinance details and uses. Lot includes a surface well. Currently no city sewer or water hook-ups. Buildings were recently treated for termites by Olson Pest Control with a year warranty. (List#17-414) owned by the same seller will offered first followed by this lot. The buildin

### Contract Information

Approved by MLS	Yes	<b>2016 Real Estate Taxes</b>	<b>\$426.94</b>
Begin Date	07/07/2017	Auction Date	August 12, 2017
End Date	09/25/2017	How To Show	Call Thorpe Realty

### General Property Description

Property Type	Auction	Terms	cash
Lot Size	59' x 142'		

### Location, Legal & Tax

Area	Aberdeen - City	County	Brown
Geo Lat	45.458896	Geo Lon	-98.502338
Legal	Lot 21 and North 17' of Lot 20, Garden Park Addition, City of Aberdeen, Brown County, SD		
Parcel Number	15525	Flood Plain	No
Zoning	C-2	Own Occ In Force	No
Owner	Beverly A. Boulais Estate		

### Remarks & Directions

Book Msg 2 \*\*\* NEW LISTING \*\*\*

### Status Change Info

Status	Active	Status Change Date	07/08/2017
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### Member and Office Information

Listing Member	Jim Thorpe Cell: 605-216-7776 Fax: +1 866-324-4602 Office: 605-225-7776 <a href="http://www.ThorpeRealtyAuction.com">http://www.ThorpeRealtyAuction.com</a>	Listing Office	THORPE REALTY & AUCTION INC 761021125
Co-listing Agent	Peggy Thorpe of THORPE REALTY & AUCTION INC	CB Comm	2
CB Comm Type	%		

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FORMERLY THE NATIONAL PEST CONTROL ASSOCIATION  
International

# OLSON'S PEST TECHNICIANS

178 Spring Street, PO Box 212 • Yankton, SD 57078 • (605) 665-5181 • (800) 545-2847

Lifetime Termite Control Guaranty



Mitchell 996-4131 • Pierre 224-8979 • Chamberlain 734-4040 • Sioux Falls 361-1110 • Rapid City 388-8278 • Norfolk 371-7976 • Grand Island 382-0999 • Aberdeen 225-1424

Zon Boulais  
(Name of Buyer)

111 S 10th St Aberdeen SD 57401  
(Address)

605-228-9727  
(Phone)

Olson's Pest Technicians, Inc., hereinafter referred to as OLSON'S, in consideration of sums received or to be received from above as herein stated agree to treat the following described building(s) House & Garage (description of real property) at 111 S 10th St (location)

Aberdeen SD 57401 (city, state) for the extermination and control of subterranean termites using only

termiticides that are registered by the Environmental Protection Agency, and applying such termiticides only as directed on the label authorized by the appropriate government agency.

The consideration upon which the contract is based is the payment of \$2000<sup>00</sup> + tax to OLSON'S on completion of the initial treatment (Minus advance

payment of \$ 0 )

Olson's is **NOT** responsible for the repair of present damage which may be visible, unexposed or hidden unless stated in writing and for which OLSON'S will be paid a specific amount.

It is agreed and understood that the initial guaranty period shall be one (1) year, commencing on the date contract is accepted by OLSON'S, and shall be renewed and extended for one (1) year each time an annual inspection payment is made.

It is further agreed and understood that OLSON'S will return each year and inspect the premises, for which there will be a charge of \$ 330<sup>00</sup> + tax, subject to re-evaluation after five (5) years.

Above mentioned inspection will be scheduled and performed **only upon** receipt of annual inspection payment to OLSON'S. Payment of said inspection is payable by the 9th of June. Failure to make said payment by the date will terminate the contract and render null and void all the service guaranty hereof as of the due date and without privilege of reinstatement.

The Guaranty hereof includes re-inspection and re-treating the premises for subterranean termites as necessary without extra costs over the life of the contract if subterranean termite reinfestation is found during the period this Guaranty remains in force.

OLSON'S will not be responsible for any damage to real property, nor does the Guaranty apply to damage to personal property, as liability under this warranty is limited to re-treatment only, and in no way, implied or otherwise, is OLSON'S responsible for damages.

If, after treatment, any additions are built on to, or alterations made in the foundation or cross walls or basement areas finished over with wood or wood construction or composition, this contract is null and void until such time as OLSON'S can treat said alterations or additions, for which there will be a service charge. If any such additions or alterations are found when performing annual inspection, they must be treated as soon as practicable at the expense of the owner.

This warranty is transferable only with the express consent of OLSON'S and upon payment of a fee for such transfer.

*Olson's Pest Technicians, Inc.*  
Olson's Pest Technicians, Inc.  
RESTON OLSON - PRESIDENT - 7 GUARANTEE A CLEAN, EFFECTIVE JOB.

AUTHORIZED TECHNICIAN

June 23, 2017

AUTHORIZED AGENT  
EFFECTIVE DATE

**Sec. 60-57. - C-2 highway commercial district.**

(a) *Characteristics.* The purpose of this district is to establish the location of areas best suited to the needs of highway-related commercial types within the planning area, being characterized by a need for larger lot size, off-street parking and immediate access to transient traffic.

(b) *Permitted uses.* In the C-2 highway commercial district, buildings, structures, and land shall be used only for the following purposes:

- (1) Automotive sales and services, such as filling or service stations, commercial or repair garages, new and used car dealers, and automotive supplies.
- (2) Automobile washing establishments.
- (3) Farm equipment sales and services, including implement dealers, irrigation equipment and other farm machinery.
- (4) Eating and drinking establishments, including drive-in restaurants and liquor distributors.



- (5) Motel and tourist accommodations.
- (6) Commercial recreation and entertainment, including, but not limited to, theaters, bowling alleys, dancehalls, skating rinks, and golf or baseball driving ranges.
- (7) Public or private parks and picnic areas.
- (8) Private clubs; private lodges; private social, recreational, and entertainment facilities, or grounds for games and sports.
- (9) Off-street parking facilities for any of the uses in this subsection.
- (10) Accessory buildings, structures, or uses subordinate and customarily incidental to and located on the same lot with any of the foregoing principal uses and that will not create a nuisance or hazard to life or property shall be permitted and further providing that, in the case of corner lots, such buildings or structures shall be set back at least 35 feet from any side street right-of-way line. The height of such buildings or structures shall be subordinate to that of the principal structure; shall have an exterior that is aesthetically similar in texture and appearance to and that is compatible with the exterior of the principal structure and shall be located in the rear yard of the property. Any structure with side walls higher than ten feet shall be approved in accordance with section 60-193, pertaining to special exception regulations, by the board of zoning adjustment.
- (11) Any uses permitted in C-3 district.
- (12) All properties within 300 feet of an educational institution shall comply with requirements as defined in section 60-196, pertaining to school safe zone.
- (13) Telecommunication equipment colocated on existing towers and facilities or Stealth Telecommunication Facilities that will not increase the height or area of the supporting facility.

(c) *Special exceptions.* The board of zoning adjustment for the City of Aberdeen may, by special permit, after a public hearing and subject to such conditions and protective restrictions as set forth in article XI, authorize the following special uses:

- (1) Public works and public utility facilities, such as transformer stations, pumping stations, water towers, radio or television transmitter stations and telephone exchanges, but not storage yards.
- (2) Trailer parks or courts.
- (3) The open storage, parking or sale of vehicles, machinery and trailers, building materials and supplies.

- (4) Kennels and veterinary establishments.
- (5) Mini-storage facilities; provided, however, that no structure authorized by this section shall be more than 120 feet in length, 30 feet in depth, 16 feet in height, and shall not be used to store hazardous materials, as defined by title III of the Superfund Amendments and Reauthorization Act of 1986. In addition, no hazardous wastes, as defined by the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1984, shall be stored in mini-storage units.
- (6) Additions to personal residences and remodeling of multifamily and personal residences existing in this section. No new personal residences shall be allowed, and no new multifamily residences or additions to existing multifamily residences shall be allowed.
- (7) Crematorium.
- (8) Sexually oriented businesses, as defined in section 60-195, pertaining to adult uses.
- (9) New telecommunication facilities or additions in height or area of existing facilities.

(d) *Signs.* All signs must follow article XII of this chapter. This subsection is operative only as to the city zoning jurisdiction within the territory beyond the corporate limits for a distance of three miles in all directions.

(e) *Setbacks on corner lots.* On corner lots in the C-2 districts the setback shall be not less than 25 feet from the side street adjacent to the lot. Front setbacks to remain as set forth in article VIII of this chapter.

(Ord. No. 1164, § 707, 5-20-1968; Ord. No. 1265, §§ 1, 3, 1-18-1971; Ord. No. 1411, § 12, 3-30-1976; Ord. No. 1457, 1-3-1978; Ord. No. 1801, § 2, 1-26-1988; Ord. No. 1822, 1-30-1989; Ord. No. 97-06-05, 6-10-1997; Ord. No. 03-02-05, § 2, 3-3-2003; Ord. No. 02-09-04, § 3, 3-10-2003; Ord. No. 02-09-05, § 3, 3-10-2003; Ord. No. 04-02-02, § 7, 3-1-2004; Ord. No. 04-04-01, § 7, 5-3-2004; Ord. No. 09-05-01, §§ 707.2, 707.3, 6-30-2009)

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