AMERICAN LAND AGENCY LLC
THE NEXT GENERATION OF REAL ESTATE PROFESSIONALS
(605) 893-2003
WWW.AMERICANLANDAGENCY.COM

CARTER W. CANHAM
BROKER ASSOCIATE & MANAGER
CLAY A. ANDERSON
LAND BROKER

TRACT 5

SE1/4 OF NW1/4, S2.27 ACRES OF GOVT. LOT 3 OF NW1/4 AND NE1/4 EXC. CEMETERY & EXC. W232' OF N1110' OF GOVT. LOT 2 & EXC. SMALL PORTION OF LOT 1 WHEELER ADDN. AND SW1/4 EXC. S 480' OF W474' AND SE1/4 EXC. LOT 1 OF WHEELER ADDN 2-110-49

LEASE AUCTION DATE	REGISTRATION TIME	AUCTION TIME
THURSDAY DECEMBER 8TH	2:45 P.M.	3:00 P.M. SHARP

AMERICAN LAND AGENCY LLC
The Next Generation of Real Estate Professionals

(605) 893-2003

www.americanlandagency.com

Carter W. Canham
Broker Associate & Manager
Clay A. Anderson
Land Broker

Tract 5

SE1/4 of NW1/4, S2.27 acres of Govt. Lot 3 of NW1/4 and NE1/4 Exc. Cemetery & Exc. W112' of N1110' & Exc. E120' of N1110' of Govt. Lot 2 & Exc. Small portion of Lot 1 Wheeler Addn. 2-110-49

Lease Information

- 5 year lease duration
- Period Begins: January 1, 2023
- Period Ends: December 31, 2027

Semi Annual Payments
March 1st and September 1st

Less than 6 1/2 miles northeast of Brookings, SD.

Field High PI: 89

Taxable Acres

437.67

Productivity Index Weighted Average

65.6

5 year Crop History

2022 - Corn Soybean Mix
2021 - Corn Soybean Mix
2020 - Corn Soybean Mix
2019 - Corn Soybean Mix
2018 - Corn Soybean Mix

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Lease Terms and Conditions

Note: *Lessor reserves the right to accept or reject any and all bids, and to waive any defects or irregularities in the bidding process. Announcements made here today take precedence over written materials. American Land Agency, LLC represents the rights and interests of Lessor only. Any Lessee's Agency compensation shall be the sole responsibility of Lessee.*

This is **NOT** an absolute auction, and Lessor may choose to retain the lease on their property.

The minimum "raise" amount will be **$5.00** per acre.

All information contained within the marketing materials is deemed reliable from credible sources, however, Lessor and Lessor's agent make no guarantees. Any Lessee's decision to bid shall be based solely on Lessee's efforts to gather and analyze each parcel's respective data.

Tracts have not been surveyed, so neither Lessor nor its agent make any warranties as to the exact acres contained thereon. The lease is based on taxable acres as listed within the marking material.

Lessor accepts no contingencies in this lease, including but not limited to Lessee's ability to secure financing. All Lessees must have all financial arrangements in order prior to sending in their sealed bid and bidding at today's auction. All tracts are leased "As Is" and subject to any rights, easements, restrictions and reservations of record.

Successful bidders will be required to execute the attached "Exhibit A" Agriculture Lease Agreement which is attached to the Tract 5 Marketing Packet.

Lessee shall take possession of the property on **January 1, 2023**.

LAND LEASE AGREEMENT

(This is a legally binding contract. If you do not understand it, seek legal advice.)

THIS LAND LEASE AGREEMENT (hereinafter "Agreement"), made and entered into this ___ day of December, 2022, by and between **AMERICAN LAND AGENCY, LLC**, as Farm Management Agent of, **VERNA CLARK**, with its principal place of business located at 315 N. Broadway Ave. / P.O. Box 45, Miller, South Dakota, 57362 (collectively hereinafter "LESSOR"), and _____, of _____, (hereinafter "LESSEE"). Collectively LESSOR and LESSEE may be referred to as the "Parties" hereinafter.

WHEREAS, the LESSOR has rented approximately 19 acres via a verbal lease agreement that will expire as of March 1, 2024, so the 19 acres shall be deducted for the 2023 year's leased acres; therefore, instead of 437.67 acres in 2023, the acres shall be reduced to 418.67 acres for just 2023. Thereafter, the leased acres shall be 437.67 acres; and,

WHEREAS, LESSOR has attached a map of the land, which is attached hereto as "Exhibit A: Tract 5" and is incorporated by reference herein; therefore, such real property is being leased based on the specified acres for such parcel(s), as stated herein.

WITNESSETH that the LESSOR has leased unto the said LESSEE the real property situated in the County of Brookings, State of South Dakota, legally described as follows:

> The South Half of the Northeast Quarter (S1/2 NE1/4), except Lot One (1) of Wheeler Addition thereof, in Section Two (2), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota; and
>
> Government Lots One (1) and Two (2), except One Acre, used as a Cemetery, described as the North Ten (10) Rods of the South Ninety (90) Rods of the East Sixteen (16) Rods of the Northeast Quarter (NE1/4) thereof, and except the West Two Hundred Thirty-two Feet (W 232') of the North One Thousand One Hundred Ten Feet (N 1110') of Government Lot Two (2), All in Section Two (2), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota,
> Also Described As:
> The North Half of the Northeast Quarter (N1/2 NE1/4), except One (1) Acre, used as a Cemetery, described as the North Ten (10) Rods of the South Ninety (90) Rods of the East Sixteen (16) Rods of the Northeast Quarter (NE1/4), and except the West Two Hundred Thirty-two Feet (W 232') of the North One Thousand One Hundred Ten Feet (N 1110') of Government Lot Two (2), All in Section Two (2), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota; and

The Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) and Government Lot Three (3), except the North One Thousand One Hundred Ten Feet (N 1110') thereof, of Section Two (2), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota; and
The Southwest Quarter (SW1/4), except the South Four Hundred Eighty Feet (S 480') of the West Four Hundred Seventy-four Feet (W 474') thereof, in Section Two (2), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota; and

The North Half of the Southeast Quarter (N1/2 SE1/4), except Lot One (1) of Wheeler Addition thereof, in Section Two (2), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota; and

The South Half of the Southeast Quarter (S1/2 SE1/4), except Lot One (1) of Wheeler Addition thereof, in Section Two (2), Township One Hundred Ten (110) North, Range Forty-nine (49) West of the 5th P.M., Brookings County, South Dakota.

Collectively, the above real property shall be deemed to possess a total of **437.67** acres for the purposes of this Agreement (hereinafter the "Property.").

1. CONSIDERATION.

2023 Rent: LESSEE shall pay LESSOR the annual rental amount equal to **$**_____ per each of the **418.67** crop land acres, totaling an annual rental amount of **($**_____**)** per year for the 2023 year of this Agreement.

The **2023** annual rental payments shall be made in accordance with the first one half (1/2) of the total annual payment, (**$**_____), being due and payable to LESSOR on or before the **1st day of March, 2023.** The second one half (1/2) of the total annual rental payment, (**$**_____), shall be due and payable to LESSOR on or before the **1st day of September, 2023**.

2024, 2025, 2026 and 2027 Rent: LESSEE shall pay LESSOR the annual rental amount equal to **$**_____ per each of the **437.67** crop land acres, totaling an annual rental amount of **($**_____**)** per year for the 2024, 2025, 2026 and 2027 years of this Agreement.

The **2024, 2025, 2026** and **2027** annual rental payments shall be made in accordance with the first one half (1/2) of the total annual payment, (**$**_____), being due and payable to LESSOR on or before the **1st day of March each year.** The second one half (1/2) of the total annual rental payment, (**$**_____), shall be due and payable to LESSOR on or before the **1st day of September each year**.

LESSEE shall mail any and all rental payments and correspondence to the following address:

American Land Agency
P.O, Box 45
Miller, SD 57362

2. TERM. The term of this Agreement shall be for the period commencing as of the **1st day of January, 2023**, and ending (automatically terminating without notice) as of 11:59 p.m. on the **31st day of December, 2027**.

3. POSSESSION. The LESSEE shall take immediate possession of the Property as of the date of the **1st day of January, 2023**.

4. COVENANTS. To improve the Property, conserve its resources and maintain it in a high state of cultivation, and facilitate a good working relationship, the Parties hereby agree as follows:

a) LESSEE will maintain the Property during its tenancy in as good condition as at the beginning, including soil condition and nutritional levels, normal wear and depreciation and damages from causes beyond LESSEE's control excepted. LESSEE's failure to maintain the soil condition and nutritional levels shall make the LESSEE liable for damages sustained to the LESSOR as a result of the decline in soil quality. As such, LESSOR and LESSEE shall cooperatively take soil sample tests upon the Property prior to LESSEE's farming of the Property, and the results of such sample tests shall be used as a benchmark for comparison purposes prior to the termination of this Agreement; and
b) LESSEE will use fertilization practices which will prevent depletion of the minerals within the Property's soils; and
c) LESSEE will operate the Property in an efficient and husband like manner; and
d) LESSEE will not, without written consent of LESSOR, cut or harm live trees on the Property; and
e) LESSOR covenants that it has the right to lease the Property and execute this Agreement. Likewise, LESSEE covenants that it has the right to lease the Property, and execute this Agreement; and
f) LESSEE agrees to surrender possession of the Property peaceably at the termination of this Agreement; and
g) The Parties acknowledge and agree that this Agreement shall not rise to a partnership relationship, and neither party shall have the authority to obligate the other without written consent. Further, neither party shall in no way be responsible for the debts, liabilities, causes of action for accidents or damages caused by the other party hereto.

5. NOXIOUS WEED CONTROL. LESSEE agrees to be responsible for the chemical acquisition and application required to control and manage noxious weeds upon the subject matter Property, including the fence lines and surrounding ditches, for the duration of this Agreement.

6. CROP PRODUCTION & CHEMICAL RECORD REPORTING. For the duration of this Agreement, LESSEE does hereby agree that LESSOR is entitled to any and all crop production, yield and chemical application records, and that LESSEE hereby authorizes LESSOR the express right and privilege to access LESSEE's protected crop production, yield and chemical use records and reports through FSA, NRCS, CRP, or any other government entity or program. LESSEE hereby agrees to assist LESSOR in its effort to obtain immediate access to such information.

7. INSURANCE & INDEMNIFICATION. LESSOR shall not be liable for maintaining any type of insurance on behalf of LESSEE. LESSEE agrees to indemnify LESSOR, and its officers, employees, members, and agents against any and all liabilities arising out of LESSEE's use and possession of LESSOR's Property.

8. LESSOR'S RESERVED RIGHTS. LESSOR reserves the right in themselves or itself, their agents, their employees, or their assigns to enter the Property at any reasonable time for purposes of: a) consultation with the LESSEE; b) making repairs, improvements, and inspections; c) developing and monitoring mineral resources; and, d) LESSOR reserves and retains all of the hunting rights on the Property.

9. LIENS. LESSEE shall permit no liens or encumbrances on the Property without written consent of LESSOR.

10. WASTE. LESSEE shall commit no waste on the Property.

11. SUBLEASE & NON-ASSIGNMENT. This Agreement may not be subleased or assigned by the LESSEE without written consent of the LESSOR. In the event that LESSOR should sell or otherwise transfer title to the Property, such shall be transferred subject to the provisions of this Agreement.

12. PAYMENT DEFAULT. In the event of the failure of LESSEE to make any rental payment to LESSOR, or to perform any of the covenants or agreements on LESSEE's part provided to be performed by it, then at the option of LESSOR, LESSOR may give notice to LESSEE at their/ its address herein provided, by certified mail or by hand delivery of process, ten (10) days written notice of the nature of any monetary default and fifteen (15) days' written notice of the nature of any non-monetary default. In the event LESSEE fails to cure such default within the applicable period, after receiving such notice, LESSOR shall have the right to retake possession of the Property described hereinabove. "Monetary default" as herein used shall refer to the failure of LESSEE to make any required lease payments, and "non-monetary default" shall refer to the failure of LESSEE to comply with any other terms, covenants, and conditions of this agreement to be performed by it.

13. WAIVER. The waiver of a breach of any of the terms, promises, conditions, or material objects herein shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms, promises, conditions, or material objects all of which shall be in full force and effect as to future acts or happenings, notwithstanding any such waiver.

14. MATERIALITY OF BREACH. Any violation, of any of the expressly written terms, promises, conditions, or material objects of this Agreement, shall constitute a material breach of this entire Agreement, and no stated expressly written term, promise, condition, or material object shall be deemed more material or important than the other expressly written terms, promises, conditions, or material objects stated herein. It is each individual term, promise, condition, and material object that makes the whole, and the whole that comprises the inducement necessary for both parties to enter into said Agreement.

15. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

16. AS IS. The LESSOR and LESSEE agree that LESSEE is leasing the Property "as is", that LESSEE has had sufficient opportunity to inspect such Property, and that LESSEE accepts the Property and any improvements which may exist thereon in its present condition.

17. BENEFITS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties hereto.

18. GOVERNING LAW. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of South Dakota, specifically Brookings County, South Dakota.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

IN WITNESS WHEREOF the Parties have set their hands hereto by initialing each of the Six (6) pages herein and by signing their names hereunder.

[Signature Page to Follow]

LESSOR: American Land Agency, LLC, #13482, as Farm Manager Agent of VERNA CLARK.

Dated this ____ day of _____, 2022.

By: _____
Clay A. Anderson, #15823, as Authorized Land Broker.
Office: (605) 893-2003

LESSEE: _____

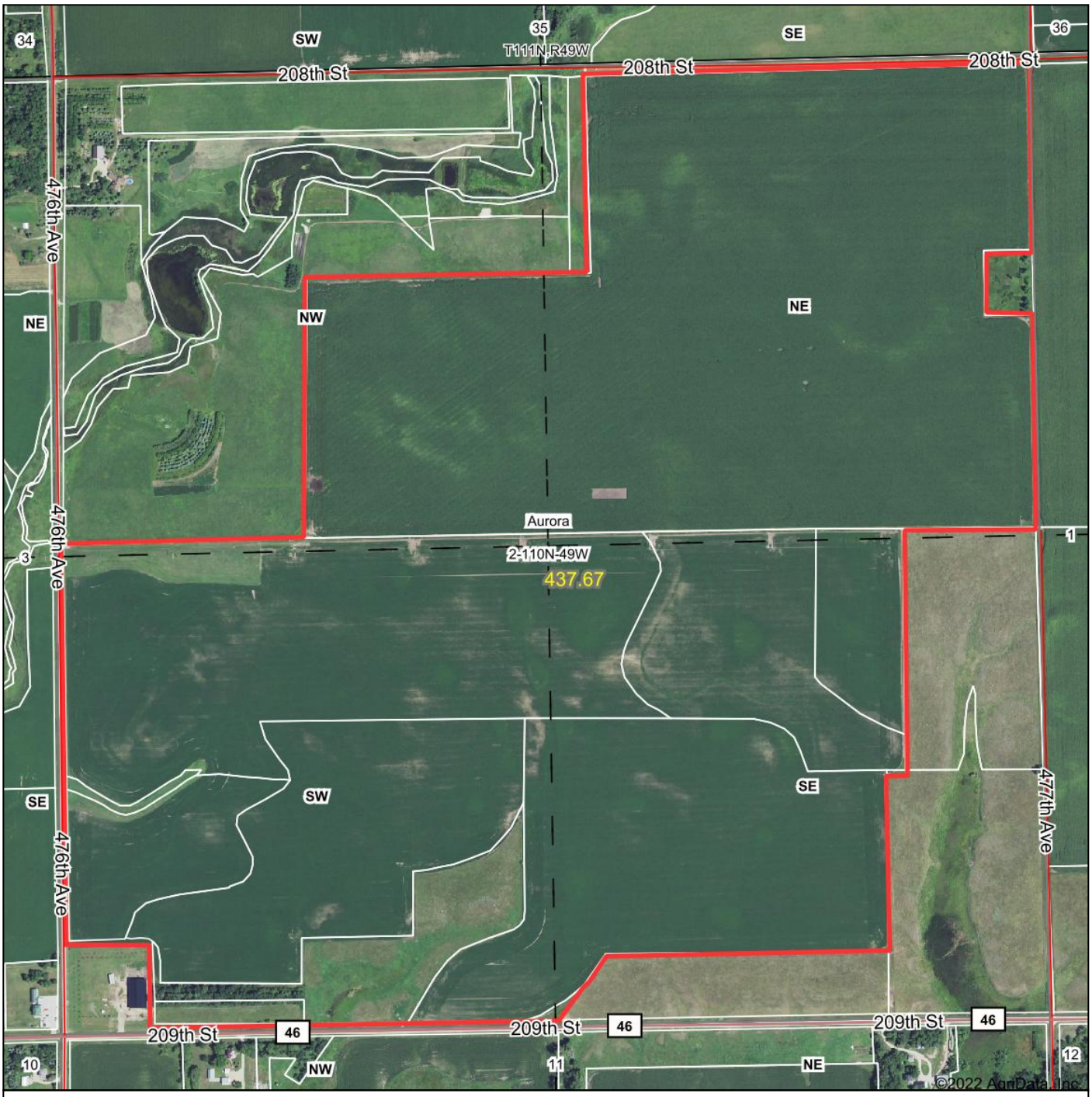
Dated this ____ day of _____, 2022.

By: _____

Its: _____

Exhibit A: Tract 5

Aerial Map



Map Center: 44° 21' 43.2, -96° 40' 37.35

0ft 836ft 1673ft

2-110N-49W
Brookings County
South Dakota

N W E S

11/4/2022

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

Exhibit A: Tract 5 Year 1 Excluded Acres

Aerial Map

Map Center: 44° 21' 30.63, -96° 40' 56.5

0ft 440ft 881ft

2-110N-49W
Brookings County
South Dakota

N W E S

10/20/2022

Maps Provided By: surety CUSTOMIZED ONLINE MAPPING

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

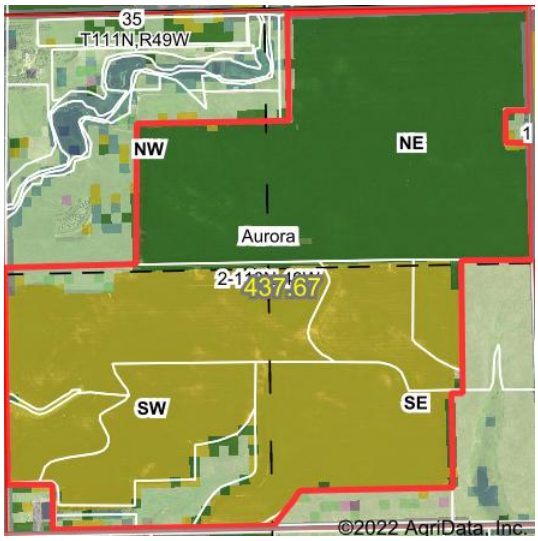
Exhibit A: Tract 5

4 Year Crop History

Owner/Operator:
Address:
Address:
Phone:

Date: 11/4/2022
Farm Name:
Field ID:
Acct. #:

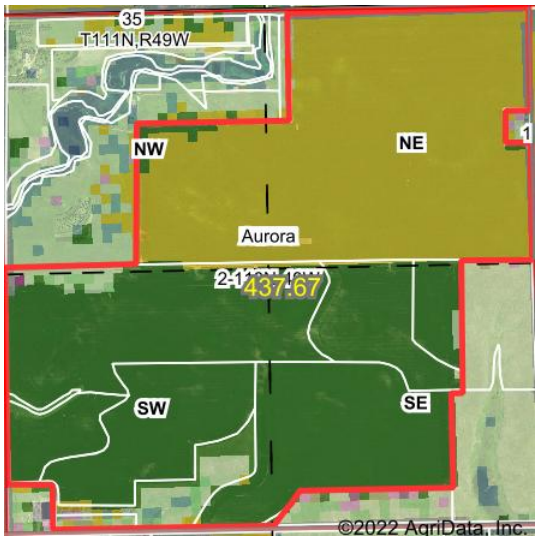
Crop Year: 2021



Corn
Soybeans
Grassland/Pasture

3 rows not shown

Crop Year: 2020



Soybeans
Corn
Grassland/Pasture

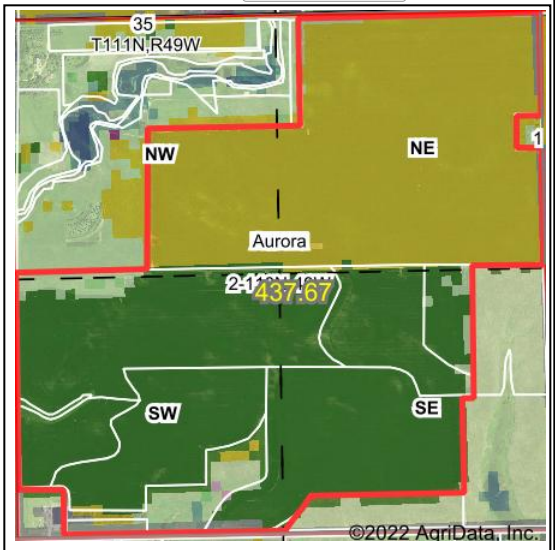
5 rows not shown

Crop Year: 2019

Corn
Soybeans
Grassland/Pasture

6 rows not shown

Crop Year: 2018



Soybeans
Corn
Grassland/Pasture

4 rows not shown

Map Center: 44° 21' 43.2, -96° 40' 37.35

State: SD County: Brookings

Legal: 2-110N-49W Twnshp: Aurora

Maps Provided By: surety CUSTOMIZED ONLINE MAPPING

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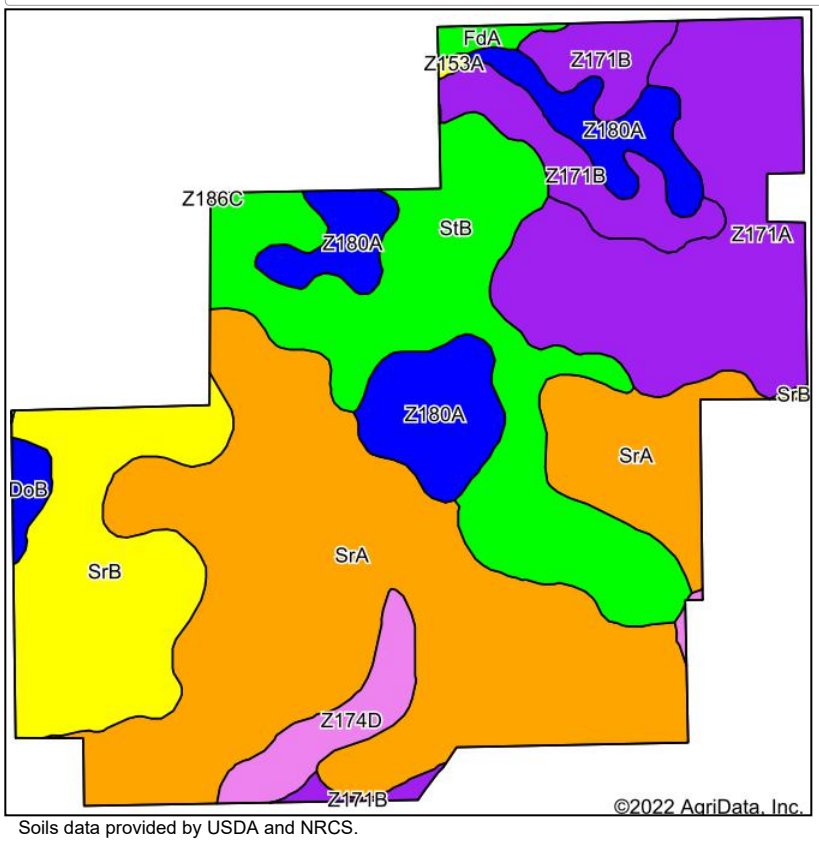
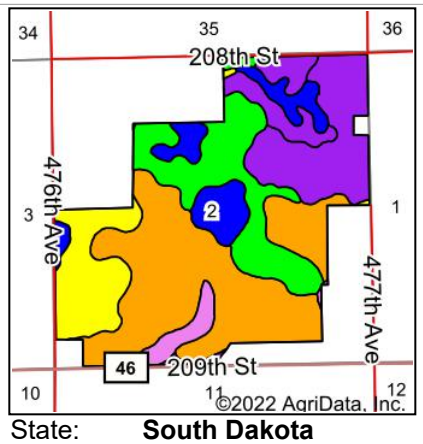
Field borders provided by Farm Service Agency as of 5/21/2008. Crop data provided by USDA National Agricultural Statistics Service Cropland Data Layer.

Exhibit A: Tract 5

Soils Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
County: **Brookings**
Location: **2-110N-49W**
Township: **Aurora**
Acres: **437.67**
Date: **11/4/2022**

Maps Provided By: surety CUSTOMIZED ONLINE MAPPING
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N W E S

Area Symbol: SD011, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	PI Legend	Soil Drainage	Non-Irr Class *c	Productivity Index	Corn Bu	Corn silage Tons	Soybeans Bu	*n NCCPI Soybeans
SrA	Strayhoss loam, 0 to 2 percent slopes	163.41	37.3%		Well drained	IIs	77	82	9.2	30	53
StB	Strayhoss-Maddock complex, 2 to 6 percent slopes	74.79	17.1%		Well drained	IIe	60	68	7.3	25	45
Z171A	Renshaw-Fordville loams, coteau, 0 to 2 percent slopes	66.57	15.2%		Somewhat excessively drained	IIIs	47				38
SrB	Strayhoss loam, 2 to 6 percent slopes	49.37	11.3%		Well drained	IIe	67	77	8.2	28	49
Z180A	Goldsmith silty clay loam, coteau, 0 to 2 percent slopes	37.84	8.6%		Moderately well drained	Iw	89				65
Z171B	Renshaw-Fordville loams, coteau, 2 to 6 percent slopes	26.34	6.0%		Somewhat excessively drained	IVs	43				36
Z174D	Sioux-Renshaw complex, coteau, 9 to 15 percent slopes	13.00	3.0%		Excessively drained	VIs	21				28
DoB	Doland loam, 2 to 6 percent slopes	3.29	0.8%		Well drained	IIe	82	89	9.5	32	63
FdA	Fordville loam, coteau, 0 to 2 percent slopes	2.50	0.6%		Well drained	IIs	59				49
Z153A	Lamoure-Rauville silty clay loams, channeled, 0 to 2 percent slopes, frequently flooded	0.56	0.1%		Poorly drained	VIw	13				18

Soils data provided by USDA and NRCS.

Maps Provided By:
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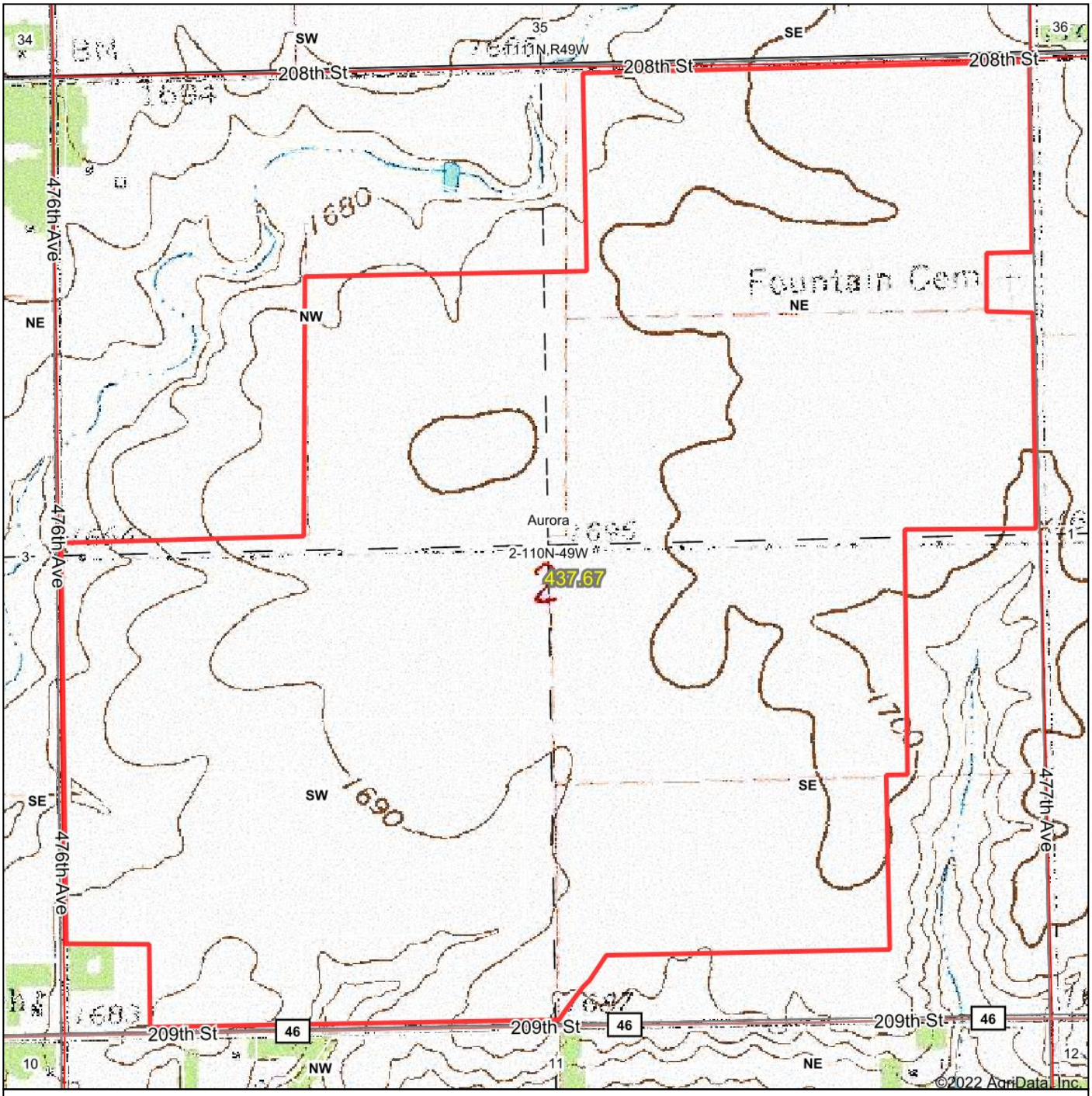
Code	Soil Description	Acres	Percent of field	PI Legend	Soil Drainage	Non-Irr Class *c	Productivity Index	Corn Bu	Corn silage Tons	Soybeans Bu	*n NCCPI Soybeans
					Weighted Average	**2.31**	**65.6**	**51.6**	**5.7**	**18.9**	***n 48.2**

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

Exhibit A: Tract 5

Topography Map



map center: 44° 21' 43.2, -96° 40' 37.35

0ft 836ft 1673ft

2-110N-49W
Brookings County
South Dakota

N W E S

11/4/2022

Maps Provided By:
surety® CUSTOMIZED ONLINE MAPPING
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Field borders provided by Farm Service Agency as of 5/21/2008.

AMERICAN LAND AGENCY LLC
THE NEXT GENERATION OF REAL ESTATE PROFESSIONALS

SEALED BID FORM

Sealed Offer Deadline: 12:00 P.M. (CST) on Monday, December 5th, 2022

This offer is subject to the procedures, terms and conditions of the attached notice of "Clark Family Lease Auction – Brookings County, South Dakota" in regard to the following:

TRACT 5: The SE1/4 NW1/4 and Government Lot 3, except the N. 1110' thereof, of Section 2, Township 110N., Range 49W. of the 5th P.M., Brookings County, South Dakota.
AND
The S1/2 NE1/4, except Lot 1 of Wheeler Addition thereof, in Section 2, Township 110N., Range 49W. of the 5th P.M., Brookings County, South Dakota.
AND
The N1/2 NE1/4, except 1 acre, used as a Cemetery, described as the 10 Rods of the South 90 Rods of the East 16 Rods of the NE1/4 thereof, and except the W. 232' of the N. 1110' of Government Lot 2, All in Section 2, Township 110N., Range 49W. of the 5th P.M., Brookings County, South Dakota.
AND
The SW1/4, except the S 480' of the W 474' thereof, in Section 2, Township 110N., Range 49W. of the 5th P.M., Brookings County, South Dakota
AND
The N1/2 SE1/4, except Lot 1 of Wheeler Addition thereof, in Section 2, Township 110N., Range 49W. of the 5th P.M., Brookings County, South Dakota
AND
The S1/2 SE1/4, except Lot 1 of Wheeler Addition thereof, in Section 2, Township 110N., Range 49W. of the 5th P.M., Brookings County, South Dakota
(Year 2023: Totaling 418.67 Farmable Acres; then Years 2024, 2025, 2026, 2027: Totaling 437.67 Farmable Acres)

All offers will be opened at **12:00 P.M. CST** on **Monday, December 5, 2022,** American Land Agency will attempt to notify all bidders no later than December 5th, 2022, at 5:00 P.M. via the phone numbers provided. The final Private Auction will be held at **3:00 P.M. on December 8th, 2022,** at the **McCrory Gardens, 631 22nd Avenue, Brookings, SD.** The five highest bidders will be given the opportunity to raise their offer, until either: 1) a bidder chooses to not raise their offer; or 2) an offer is accepted by the Lessor. The Lessor reserves the right to reject any and all offers.

Amount of Offer: $_____ / per acre

Bidder is: ( ) Individual ( ) Partnership ( ) Trustee ( ) Corporation

Name & Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

Email: _____

Fax Number: _____

Signature: _____

Lessee's Agent Name & Firm, if any: _____

Telephone: _____

Email: _____

I hereby acknowledge and agree that the above offer may be accepted by the Lessor, and in that event, I agree to execute and complete Agricultural Land Lease for this tract.

No absentee or telephone bids will be accepted without prior approval. Any Lessee's Agency or Agent representing a Lessee must be disclosed in writing on American Land Agency, LLC's Sealed Bid Form prior to submission; furthermore, any Lessee's Agency compensation shall be the sole responsibility of Lessee.