



SEALED BID FORM

Sealed Offer Deadline: 4:00 P.M. (CST) on Tuesday, March 26th, 2024

This offer is subject to the procedures, terms, and conditions of the attached notice of “Norman Family Lease Auction – Hyde County, South Dakota” in regard to the following:

TRACT 1:

The Southwest Quarter (SW1/4) of Section Twenty-eight (28), Township One Hundred Thirteen (113) North, Range Seventy-one (71), West of the 5th P.M., Hyde County, South Dakota (hereinafter, such real property shall be referred to as the “property.”)

All offers will be opened at **4:00 P.M. CST on Tuesday, March 26th, 2024**, American Land Agency will attempt to notify all bidders no later than 6:00 P.M. via the phone numbers provided. Final Private Auction will be held at 11:00 A.M. on March 28th, 2024 at American Land Agency, 315 N. Broadway Ave., Miller, 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 _____ acres **Total Offer:** \$ _____

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 the Agriculture 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. Sealed bids may also be submitted by email to Office@AmericanLandAgency.com before 4:00 p.m. 3/26/24.

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 28th day of March 2024 by and between **AMERICAN LAND AGENCY, LLC**, as Farm Management Agent of, **ASHLY NORMAN**, 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, LESSOR has attached a map of the land, which is attached hereto as "Exhibit A: Tract 1" 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 Hyde, State of South Dakota, legally described as follows:

The Southwest Quarter (SW1/4) of Section Twenty-eight (28), Township One Hundred Thirteen (113) North, Range Seventy-one (71), West of the 5th P.M., Hyde County, South Dakota (hereinafter, such property shall be referred to as the "property")

Collectively, the above real property shall be deemed to possess a total of **160.00** acres for the purposes of this Agreement (hereinafter the "Property.").

1. CONSIDERATION. LESSEE shall pay LESSOR the annual rental amount equal to \$_____ per each of the **160.00** acres, totaling an annual rental amount of (\$_____) per year for the duration of this Agreement.

The **2024** 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 **28th day of March, 2024**. 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 October, 2024**.

The **2025** and **2026** successive payments will be made in accordance with the first half (1/2) of the annual rental 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 annual rental payment being due and payable to LESSOR on or before the **1st day of October 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

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2. TERM. The term of this Agreement shall be for the period commencing as of the **28th day of March, 2024**, and ending (automatically terminating without notice) as of 11:59 p.m. on the **31st day of December, 2026**.

3. POSSESSION. The LESSEE shall take immediate possession of the Property as of the date of the **28th day of March, 2024**.

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, normal wear and depreciation and damages from causes beyond LESSEE's control excepted; and
- b) LESSOR does not permit livestock grazing on the Property; and
- c) LESSEE will operate the Property in an efficient and husband like manner; and
- d) 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
- e) LESSEE agrees to surrender possession of the Property peaceably at the termination of this Agreement; and
- f) 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. MATERIALS & MAINTANCE. Prior to the execution of this Agreement the parties shall inspect and verify that LESSOR'S fencing, gates, and property are sufficient to properly prevent livestock from coming onto the Property.

6. GOOD HUSBANDRY PRACTICES. The Parties agree that Good Husbandry Practices shall include: maintaining proper fencing; spraying for noxious weed control; and ensuring that both parties are made aware of any incidents that may pose a risk to the other party or result in a claim with an insurance company.

7. 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.

8. 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.

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9. 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.

10. 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.

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

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

13. 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.

14. 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.

15. 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.

16. 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,

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condition, and material object that makes the whole, and the whole that comprises the inducement necessary for both parties to enter into said Agreement.

17. 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.

18. 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.

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

20. 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 Hyde County, South Dakota.

21. 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.

22. ELECTRONIC SIGNATURE. The laws of South Dakota govern this contract, transaction, and execution thereof. By signing below, each party acknowledges that an electronic signature is the legal equivalent of a party’s manual/handwritten signature, and after both party’s signing, the parties’ consent to be legally bound to this Agreement.

IN WITNESS WHEREOF the Parties have set their hands hereto by initialing each of the Five (5) pages herein and by signing their names hereunder.

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LESSOR: American Land Agency, LLC, #13482, as Farm Manager Agent of Ashly Norman.
Dated this 28th day of March 2024.

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

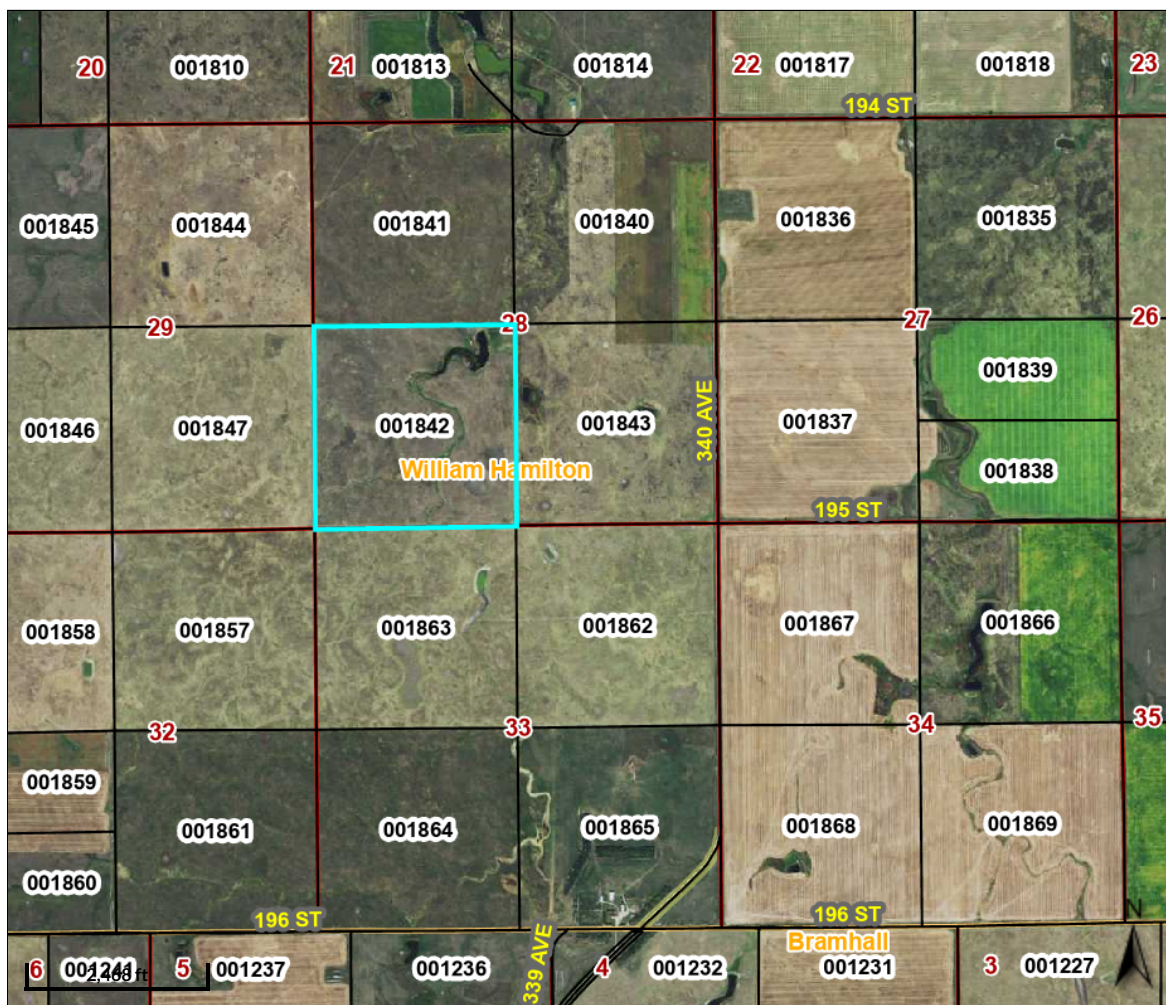
LESSEE: _____

Dated this 28th day of March 2024.

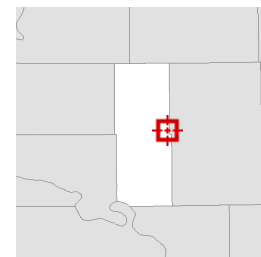
By: _____

Its: _____

 BeaconTM Hyde County, SD
"Exhibit A - Tract 1"



Overview



Legend

-  Parcels
-  Parcel Numbers
- USA Major Highways**
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
-  Roads
-  Rights of Way
-  Political Townships
-  Corporate Limits
-  Sections

Parcel ID	001842	Alternate ID	n/a	Owner Address	JERRY DITTMAN
Sec/Twp/Rng	28-113-71	Class	A		19580 340TH AVE
Property Address	STR 28-113-71	Acreage	160.0		HIGHMORE SD 57345-5501
District	34-2				
Brief Tax Description	SW4 28-113-71 160.00 ACRES				
	(Note: Not to be used on legal documents)				

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Developed by  **Schneider**
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