

AUCTION

FRIDAY DECEMBER 13TH AT 10:30 AM

155.99 ACRES OF KENNEDY TOWNSHIP CHARLES MIX COUNTY LAND OFFERED IN 3-TRACTS

OWNER:
HEIRS OF
CHARLES FRYDA
ESTATE



208 N Broadway, Marion SD

web: wiemanauction.com

phone: 800-251-3111

fax: 605-648-3102

"WE SELL THE EARTH AND EVERYTHING ON IT!"

**155.99 ACRES OF KENNEDY TOWNSHIP
CHARLES MIX COUNTY LAND WITH POWERFUL SOILS & GREAT LOCATION
OFFERED IN 3-TRACTS**

The following land auction will be held indoors at the Douglas County 4-H Center located at 39182 290th St. Armour, SD on:

FRIDAY DECEMBER 13TH

10:30 A.M.

DOUGLAS COUNTY 4-H CENTER

It is our privilege to offer this outstanding, powerful tract of land in the tightly held Kennedy Township. Excellent eye appeal, clean, and a tract of land that anyone would be proud to own, best describes this property. Farmers or investors check out this upcoming opportunity.

LOCATION: From the Junction of Hwy. 18 & 281 South of Armour go 1 ½ miles east on Hwy. 18 north side of the road or at the junction of 394th Ave & SD Hwy. 18

TRACT ONE: 78-ACRES

LEGAL: The W ½ of the SE ¼ except Lot H-1 in Section 5, 97-63 Charles Mix County, SD

- 77.09 acres tillable with great eye appeal planted to corn in 2013.
- Soil production rating of 87.4. Predominant soil Highmore silt loam (90) This tract offers the best soils found in Charles Mix County!
- New buyer able to farm or lease out for the 2014 crop year.
- Mainly one soil type throughout the property provides for ease of management & predictable yields. Hwy. 18 borders to the south for great farm-to-market transportation.
- If sold separate seller to survey east boundary line.

TRACT TWO: 77.99 – ACRES

LEGAL: The E ½ of the SE ¼ except Lot H-1 in Section 5, 97-63 Charles Mix County, SD.

- 33.54 acres tillable, 3.30 acres in trees, and 39.02 acres in grass/slough area
- Soil production rating of 78.2. Tillable acres planted to soybeans in 2013.
- New buyer able to farm or lease out for the 2014 crop year.
- This tract has a Fish & Wildlife easement in place to maintain waterfowl production areas. Easement restricts any draining, or leveling of low spots. Entire tract can be farmed as long as wetland areas dry out naturally. Copy of easement in Packet.
- If sold separate seller to survey west boundary line.

TRACT THREE: 155.99 ACRES

LEGAL: The SE ¼ except Lot H-1 in Section 5, 97-63 Charles Mix County, SD.

- Annual Taxes are \$2,223.62. If sold as one unit seller will not provide any surveys on the property.
- Base & Yield info, wetland maps and other pertinent info found in buyers packet.

TO INSPECT THE PROPERTY: We invite you to inspect the property at your convenience, or visit www.wiemanauktion.com for a buyers packet with all pertinent information or contact the auctioneers at 800-251-3111 and a packet can be mailed out.

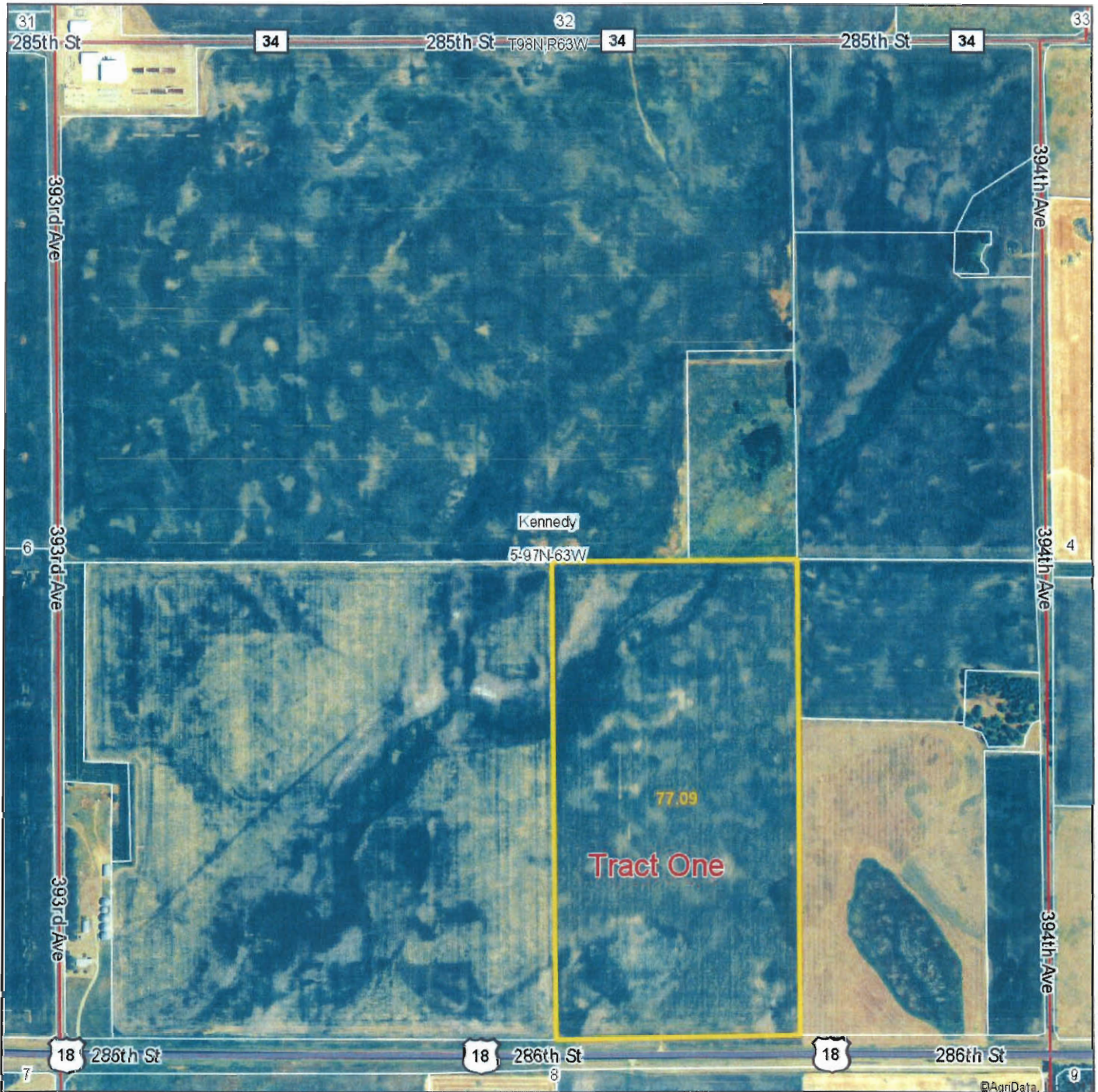
TERMS: Cash sale with 15% (non-refundable) down payment auction day with the balance on or before January 15th 2014. Warranty deed to be granted with the cost of title insurance split 50-50 between buyer & seller. Property will be sold in whatever manner generates the most dollars to the seller. Seller to pay the 2013 taxes in full. Sold subject to owners approval and all easements, restrictions, and reservations of record. Come prepared to buy! Remember auction held indoors at the Douglas County 4-H Center.

HEIRS OF CHARLES FRYDA ESTATE – OWNERS

Wieman Land & Auction Co. Inc.
Marion, SD 800-251-3111
Gary & Rich Wieman Brokers

Dale Strasser
Closing Attorney
Freeman, SD 605-925-7745

Aerial Map

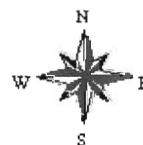


Maps Provided By:

© AgriData, Inc. 2013 www.AgriDataInc.com

5-97N-63W
Charles Mix County
South Dakota

map center: 43° 14' 56.52, 98° 19' 3.02
scale: 9618



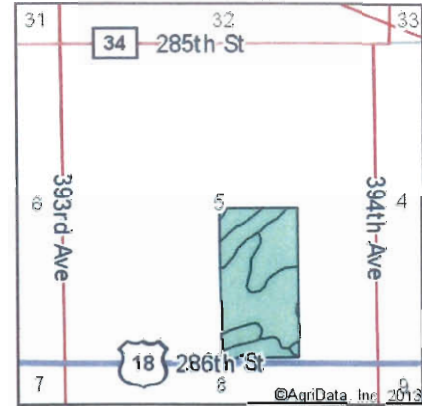
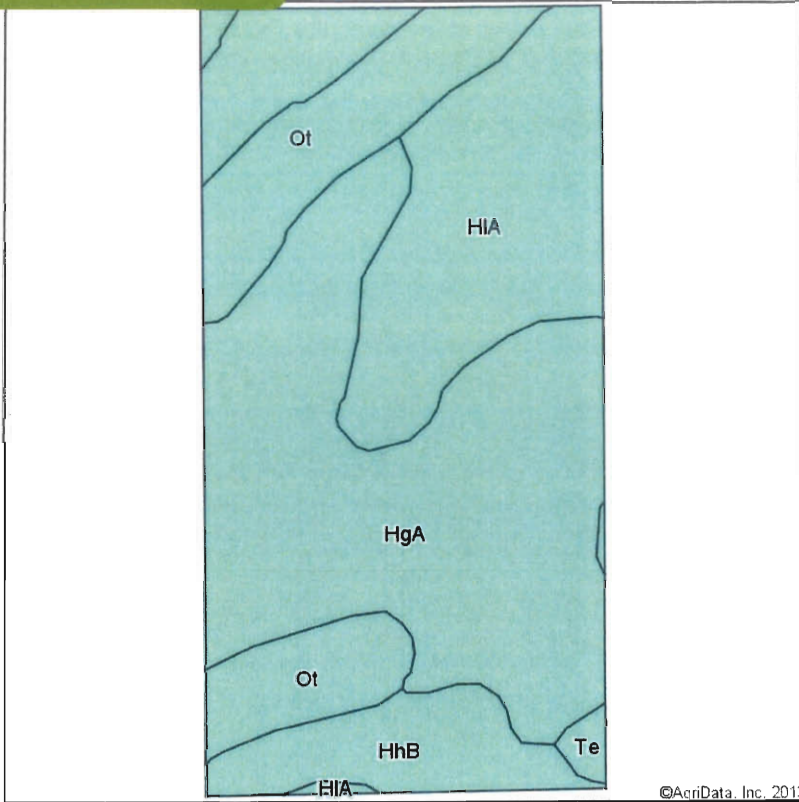
11/19/2013

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT ONE:

78 ACRES

Soil Map



State: **South Dakota**
 County: **Charles Mix**
 Location: **5-97N-63W**
 Township: **Kennedy**
 Acres: **77.09**
 Date: **11/18/2013**



Maps Provided By:

 AgriData, Inc. 2013 www.AgriDataInc.com

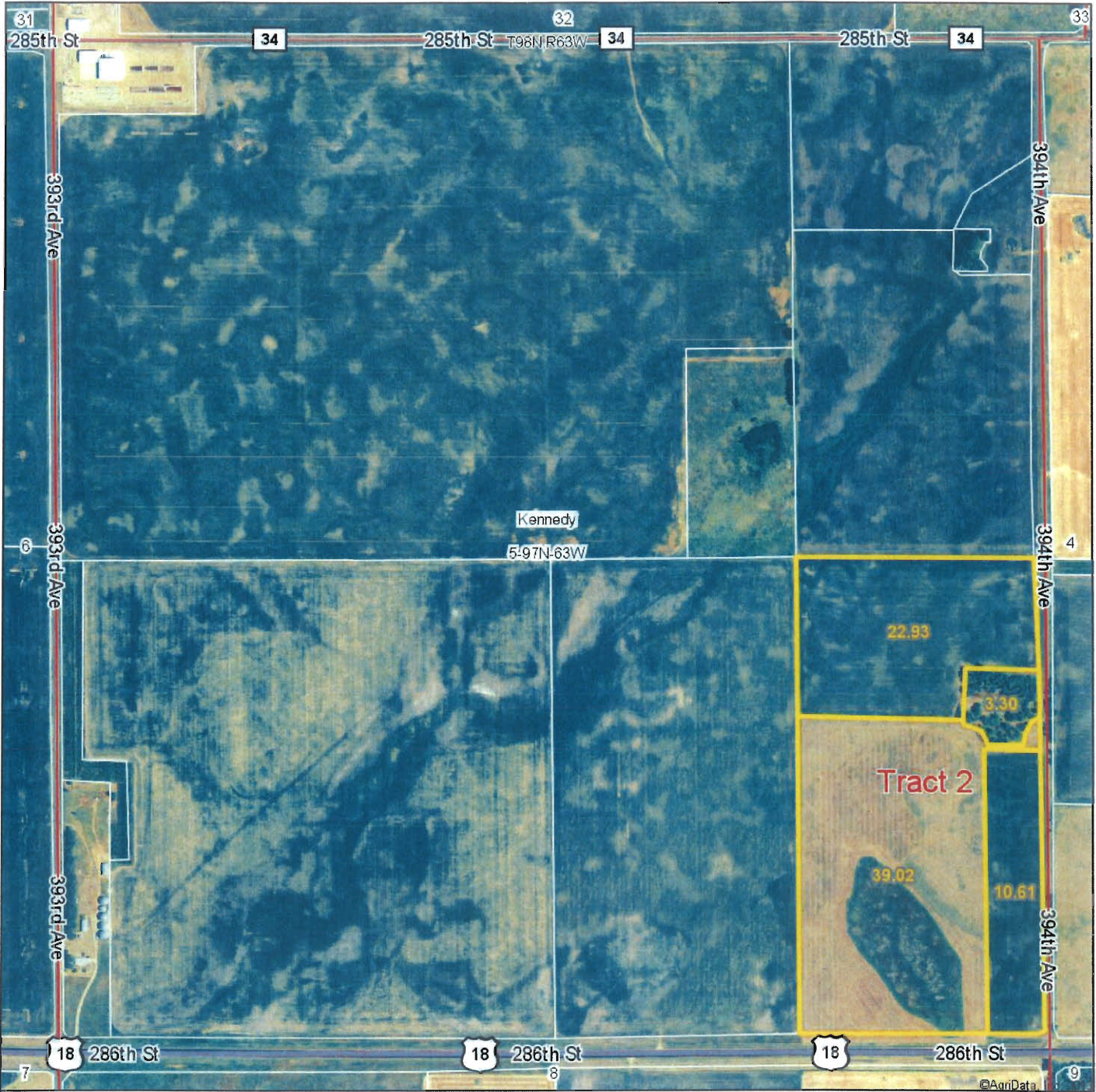
Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent of field	Non-Irr Class	Productivity Index	Alfalfa hay	Corn	Grain sorghum	Oats	Winter wheat
HgA	Highmore silt loam, 0 to 2 percent slopes	34.97	45.4%	IIc	90	2.7	55	60	64	35
HIA	Highmore-Walke silt loams, 0 to 2 percent slopes	21.68	28.1%	IIs	87	2.7	55	60	64	35
Ot	Onita-Tetonka silt loams	13.18	17.1%	IIIw	85	3.1	66	67	70	37
HhB	Highmore-Eakin silt loams, 2 to 6 percent slopes	6.53	8.5%	Ile	83	2.7	53	57	61	33
Te	Tetonka silt loam	0.73	0.9%	IVw	56					
Weighted Average					87.4	2.7	56.2	60.4	64.2	34.8

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT TWO:
77.99 ACRES

Aerial Map



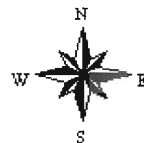
Maps Provided By:



5-97N-63W
Charles Mix County
South Dakota

map center: 43° 14' 56.52, 98° 19' 3.02

scale: 9618

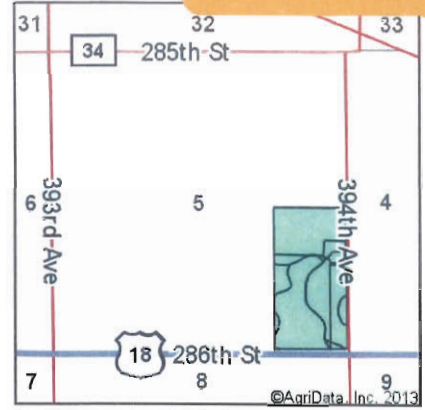
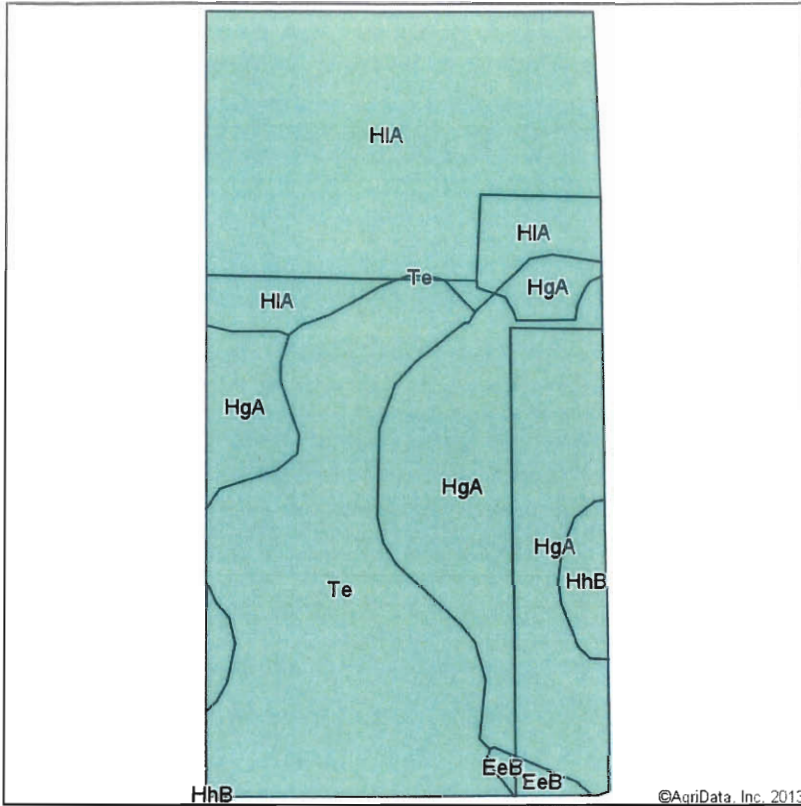


11/19/2013

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT TWO:
77.99 ACRES

Soil Map



State: **South Dakota**
 County: **Charles Mix**
 Location: **5-97N-63W**
 Township: **Kennedy**
 Acres: **75.86**
 Date: **11/18/2013**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2013 www.AgriDataInc.com

Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent of field	Non-Irr Class	Productivity Index	Alfalfa hay	Corn	Grain sorghum	Oats	Winter wheat
HIA	Highmore-Walke silt loams, 0 to 2 percent slopes	27.09	35.7%	IIs	87	2.7	55	60	64	35
HgA	Highmore silt loam, 0 to 2 percent slopes	23.36	30.8%	IIc	90	2.7	55	60	64	35
Te	Tetonka silt loam	23.35	30.8%	IVw	56					
HhB	Highmore-Eakin silt loams, 2 to 6 percent slopes	1.46	1.9%	Ile	83	2.7	53	57	61	33
EeB	Eakin-Ethan complex, 2 to 6 percent slopes	0.60	0.8%	Ile	74	2.7	51	55	57	33
Weighted Average					78.2	1.9	38	41.4	44.2	24.2

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

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 Charles J. Fryda & Rose Fryda, his wife, of Armour, 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, (or and in consideration of the sum of Twenty one Hundred----- Dollars \$ 2,100.00), the parties of the first part 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

(in Perpetuity)

T. 97N., R. 63W., 5th P.M. Charles Mix County, South Dakota

Section 5, E 1/2 SE 1/4

T. 97N., R. 64 W., 5th P.M.

Section 1, S 1/2, SW 1/4;

Section 12, W 1/2 NE 1/4.

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

at any time

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 Charles J. Fryda at Armour, South Dakota 57313 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 Depositing Officers 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 herunto set their hands and seals this 23rd day of July, 1973

Charles J. Fryda (L.S.)
Charles J. Fryda (L.S.)
Rose Fryda (L.S.)
Rose Fryda (L.S.)

(Witness) (L.S.)

(L.S.)

ACKNOWLEDGEMENT

STATE South Dakota } ss.
COUNTY OF Charles Mix }

On this 23rd day of July, 1973, in the year 1973, before me personally appeared Charles J. Fryda also known as: Charles Fryda, Rose Fryda, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



Patrick C. Russell
Patrick C. Russell, Notary Public
(Official Title)

My commission expires 8-10-78

ACCEPTANCE

This indenture is accepted on behalf of the United States this 10th day of January, 1974 under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 13, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA
By Harvey Willoughby
Harvey Willoughby Acting Regional Director
(Title) Bureau of Sports Fisheries and Wildlife

State of South Dakota, County of Charles Mix. ss.

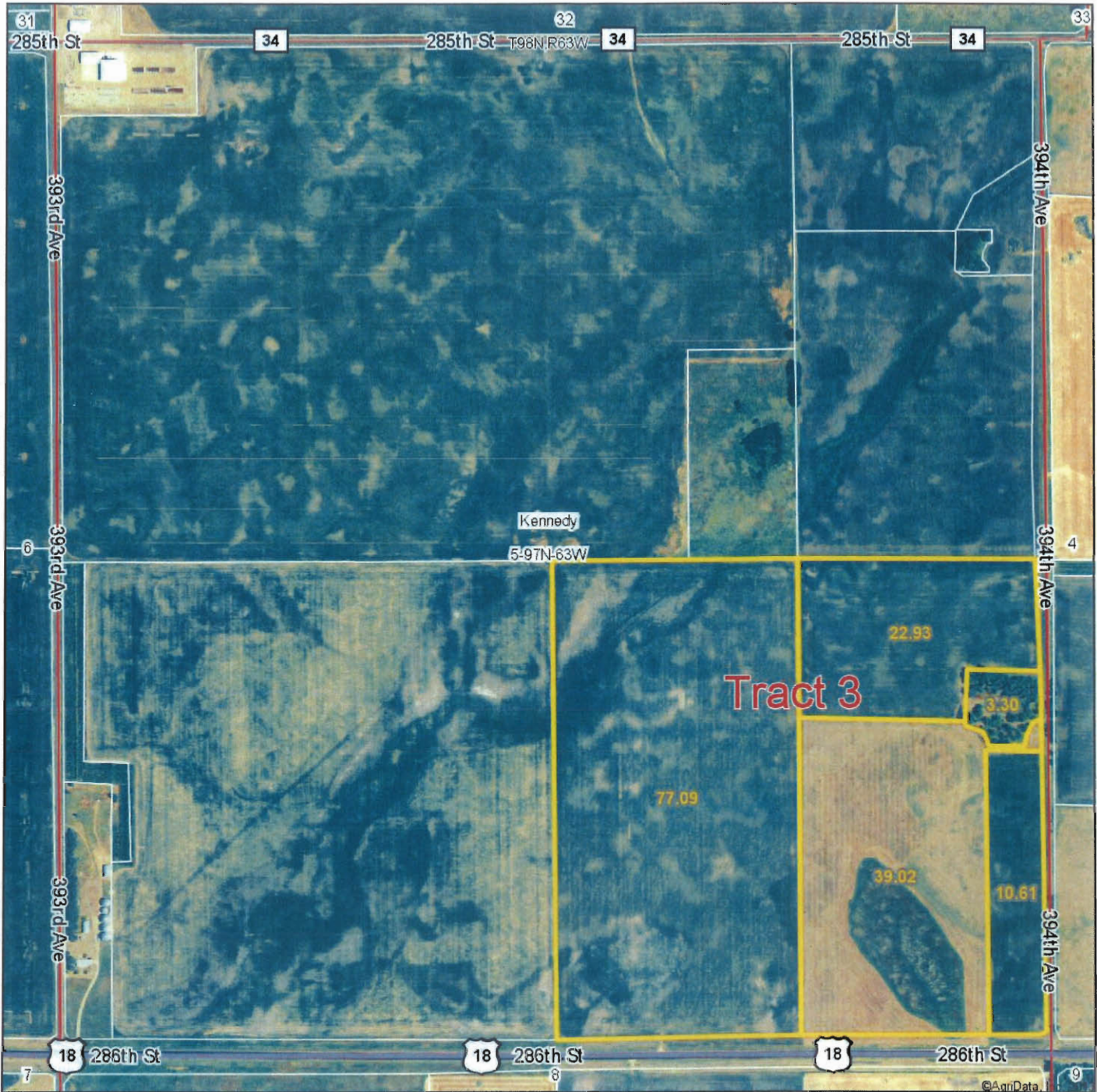
I certify the within instrument was filed of record the 4th day of February, 1974 at 8 o'clock A.M. and recorded in book 23 of Misc. Records and page 123.

Linda Matuska
Linda Matuska Deputy

TRACT THREE:

155.99 ACRES

Aerial Map



Maps Provided By:



© AgriData, Inc. 2013 www.AgrDataInc.com

5-97N-63W
Charles Mix County
South Dakota

map center: 43° 14' 56.52, 98° 19' 3.02

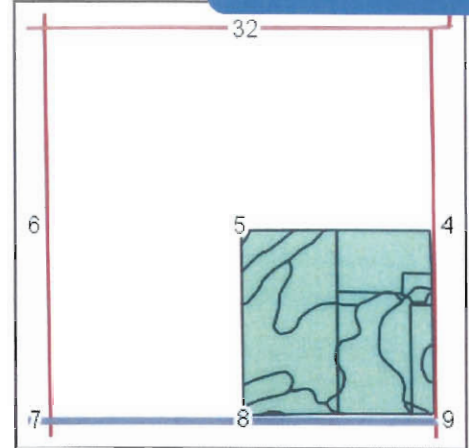
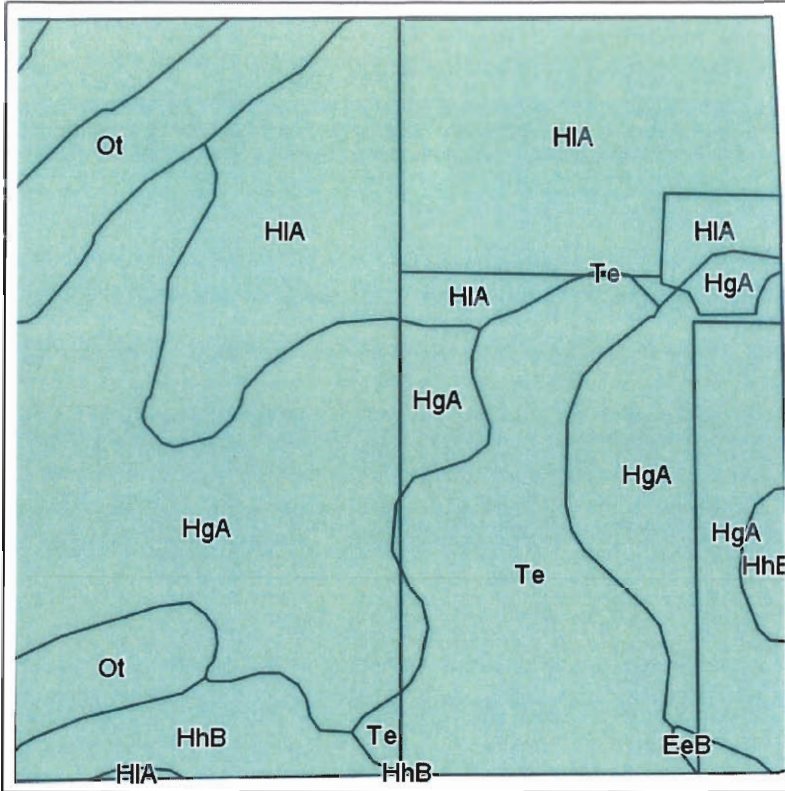
scale: 9618



11/19/2013

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

Soils Map



State: **South Dakota**
 County: **Charles Mix**
 Location: **5-97N-63W**
 Township: **Kennedy**
 Acres: **152.95**
 Date: **10/22/2013**



Maps provided by:



©AgriData, Inc 2013
 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.
 Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent of field	Non-Irr Class	Productivity Index	Alfalfa hay	Corn	Grain sorghum	Oats	Winter wheat
HgA	Highmore silt loam, 0 to 2 percent slopes	58.34	38.1%	IIc	90	2.7	55	60	64	35
HIA	Highmore-Walke silt loams, 0 to 2 percent slopes	48.76	31.9%	IIIs	87	2.7	55	60	64	35
Te	Tetonka silt loam	24.08	15.7%	IVw	56					
Ot	Onita-Tetonka silt loams	13.18	8.6%	IIIw	85	3.1	66	67	70	37
HhB	Highmore-Eakin silt loams, 2 to 6 percent slopes	7.99	5.2%	IIe	83	2.7	53	57	61	33
EeB	Eakin-Ethan complex, 2 to 6 percent slopes	0.60	0.4%	IIe	74	2.7	51	55	57	33
Weighted Average					82.8	2.3	47.2	51	54.3	29.5

TRACT THREE:

155.99 ACRES

HEIRS OF CHARLES FRYDA LAND AUCTION ADDITIONAL INFORMATION

OWNERS OF THE PROPERTY ARE AS FOLLOWS:

JANEL SCHLIEMANN
KRISTI WAGNER
MARK HAUSER
JEFF BAECHLER
CHARLIE OFFENBACHER

PROPERTY IS BEING SOLD AS PER THE TAXABLE ACRES OF 155.99 ACRES. IF SOLD IN SEPARATE TRACTS, THE SELLERS WILL HAVE THE BOUNDARY LINE BETWEEN TRACTS 1 & 2 DETERMINED. SOUTH DAKOTA LAWS OF FENCING WOULD APPLY IF THE NEW BUYERS WANT TO INSTALL A BOUNDARY LINE FENCE. SELLERS WILL NOT INSTALL OR PAY TO HAVE ANY FENCES INSTALLED.

WATERFOWL PRODUCTION EASEMENT ONLY APPLIES TO TRACT 2 OR THE EAST ½ OF THE PROPERTY. THE WEST HALF OR TRACT 1 DOES NOT HAVE ANY EASEMENTS.

WETLAND MAP FOR THE PROPERTY FOUND BELOW

5-97-63

