

AUCTION

FRIDAY MARCH 27TH AT 10:00 AM

**128.42 ACRES CHOICE – POWERFUL - ALL TILLABLE LAND
AND 33.84 ACRES WRP-HUNTING LAND
DOLTON TOWNSHIP – TURNER COUNTY LAND**



OWNER:

**GLENNIS HOFER
REVOCABLE TRUST**



208 N Broadway, Marion SD

web: wiemanauction.com

phone: 800-251-3111

fax: 605-648-3102

“WE SELL THE EARTH AND EVERYTHING ON IT!”

AT AUCTION
128.42 ACRES CHOICE – POWERFUL - ALL TILLABLE LAND
AND 33.84 ACRES WRP-HUNTING LAND
DOLTON TOWNSHIP – TURNER COUNTY LAND

This auction will be held at the Wieman Auction Pavilion (inside – heated), 1 South, ½ West of Marion SD on

FRIDAY, MARCH 27TH 10:00 AM

TRACT # 1 - 88.42 ACRES

Location: Directly south of Dolton SD or at the Junction of 441 Avenue and 269 Street

This 88.42 acre +/- tract currently has 88.42 acres being farmed. This is a choice, level, clean and high producing tract of land that has been well farmed – managed. According to Agri Data Inc., this tract has a weighted productivity rating of 85.8% with ChA – Clarno Bonilla Loams and CkA – Clarno Crossplain Davison Complex soils, both “POWERFUL CROP SOILS”.

Access is a driveway in the SE corner of this tract on 441 Ave and from the North off 269 Street through Keith Hofer’s acreage, which is a permanent easement. Estimated taxes are \$2,000. yearly.

LEGAL DESC: NE ¼ of 18-100-55, except Tracts 1 and 2 of Hofer’s Tracts and except Tract 1 of Hofer’s Conservation Easement, Dolton Township, Turner County, South Dakota

TRACT # 2 – 40 ACRES BARE LAND

This 40 acre +/- tract is located just Southwest from Tract # 1 and has access by a permanent platted access easement. Again, this is a powerful, all tillable, level tract that has 39.65 acres being farmed and a productivity rating of 85.3 with Clarno Bonilla Loams and Clarno Crossplain Davison Complex Soils. Current taxes are \$811.08 and is in the Marion School District.

LEGAL DESC: NE ¼ SW ¼ of 18-100-55, Dolton Township, Turner County, South Dakota

TRACT # 3 – 128.42 ACRES

Tracts # 1 and # 2 Combined – Choice all Tillable Land

TRACT # 4 – 33.84 ACRES WRP HUNTING LAND

Located to the South of Tract 1

This tract is in grass and a sprinkling of trees – is somewhat low, all ideal for wildlife production! A bread & breakfast for pheasant-deer-turkeys. This land has a perpetual conservation easement that produces no income. Estimated taxes \$ 375.00 yearly. If you are a wildlife enthusiast or a hunter – checkout this preserve that has a permanent access easement and great hunting possibilities! See Auction Packet for more information.

LEGAL DESC: Tract # 1 of Hofer’s Conservation Easement located in NE ¼ of 18-100-55 Turner County, South Dakota

NOTE: For an informational packet, call our office at 800-251-3111 or visit our website at www.wiemanauktion.com

This farmland has been in continuous ownership by the Hofer Family since the 1950’s and this is the first time offered to the public! Ken Hofer was a meticulous and fussy farmer that was a great steward of the land and the tenant since Ken’s retirement has done the same type of job. You will like what you see! We invite you to inspect this land or call the Trustees for permission to do a drive over!

Sale Procedure: We will offer Tract # 1: 88.42 acres, then Tract # 2: 40 acres or Tract # 3: the package (Tract 1 and 2 combined unit) 128.42 acres, Tract # 4: 33.84 acres WRP Land and will be sold whichever way brings the most dollars.

TERMS AND CONDITIONS: Full possession for the 2015 crop year. A cash sale with 15% downpayment (non refundable) on sale day and the balance on or before May 1, 2015. Warranty Title (Trustee Deed) will be given and Owner’s Title Insurance will be utilized with the cost split equally to buyer-seller. The seller to pay the 2014 taxes due in 2015. Buyer to pay 2015 taxes due in 2016. Sold subject to any easements of record if any. The buyer to reimburse the tenant, Todd Hofer, for fall tillage that has been done (\$10.00/acre) as well as the fall fertilizing that has been done – see auction packet. Sold subject to the Trustee’s Confirmation. Come prepared to buy! Some of the best land we have in the northwest quadrant of Turner County.

GLENNIS HOFER REVOCABLE TRUST
Keith Hofer and Marcia Smith, Co-Trustees
605-351-7664 or 605-940-5844

Wieman Land & Auction Co. Inc.
Gary & Rich Wieman, Brokers
Kevin, Mike & Derek Wieman, Assoc. Brokers
800-251-3111
www.wiemanauktion.com

Closing Attorney
Dale Strasser
Freeman SD
605-925-7745

Aerial Map

TRACT ONE



Maps Provided By:

CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2014 www.AgriDataInc.com

18-100N-55W
Turner County
South Dakota

map center: 43° 28' 49.07, 97° 23' 25.88
scale: 9807

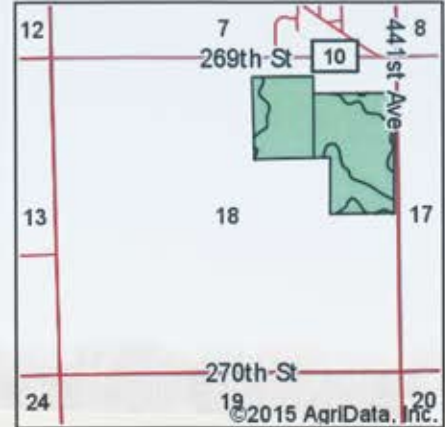
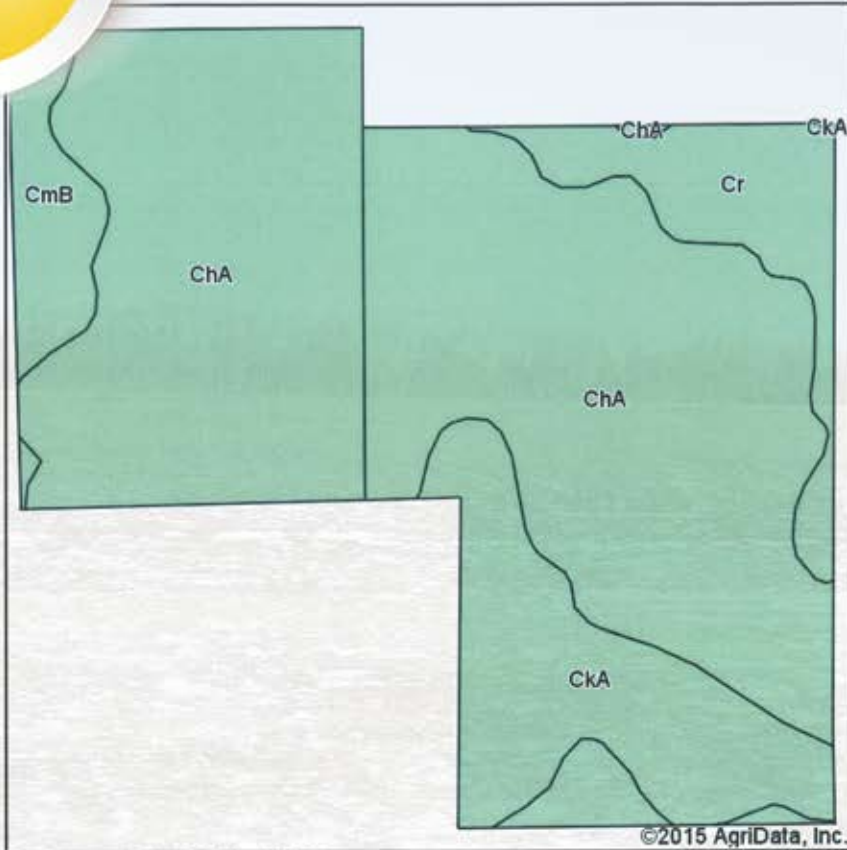


2/19/2015

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

TRACT ONE

Soil Map



State: **South Dakota**
 County: **Turner**
 Location: **18-100N-55W**
 Township: **Dolton**
 Acres: **86.81**
 Date: **2/19/2015**



Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2014 www.AgriDataInc.com

Soils data provided by USDA and NRCS.

Area Symbol: SD125, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class	Productivity Index	Alfalfa hay	Barley	Corn	Corn silage	Grain sorghum	Oats	Soybeans	Winter wheat	
ChA	Clarno-Bonilla loams, 0 to 2 percent slopes	62.16	71.6%	IIc	88	4	48	82	9.5	48	61	32	39	
CkA	Clarno-Crossplain-Davison complex, 0 to 3 percent slopes	13.16	15.2%	IIe	82	3.2	42	78	9.1	46	53	30	33	
Cr	Crossplain clay loam	7.16	8.2%	IIw	78	2	36	74	8.6	44	46	29	28	
CmB	Clarno-Davison loams, 2 to 5 percent slopes	4.33	5.0%	IIe	78	3.4	41	70	8.1	41	51	26	32	
Weighted Average						85.8	3.7	45.8	80.1	9.3	47	58.1	31.2	36.8

Area Symbol: SD125, Soil Area Version: 16

Soils data provided by USDA and NRCS.

Aerial Map

TRACT TWO



Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2014 www.AgriDataInc.com

18-100N-55W
Turner County
South Dakota

map center: 43° 28' 49.07, 97° 23' 25.88
scale: 9807

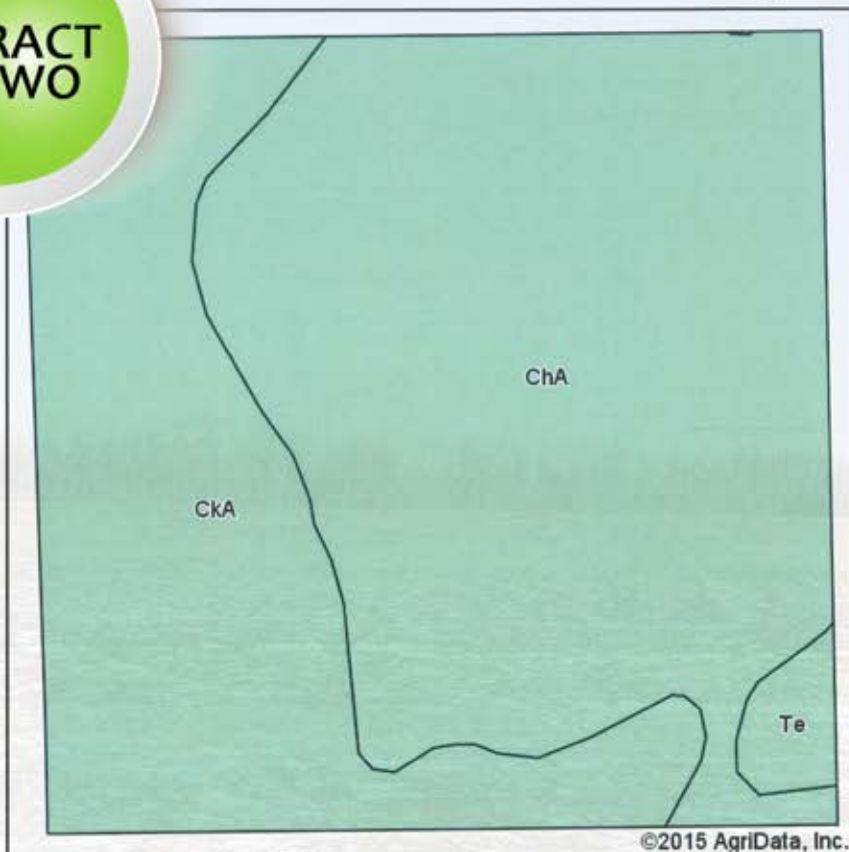


2/13/2015

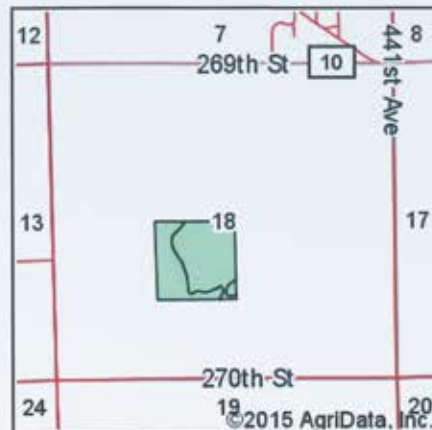
Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT TWO

Soil Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
 County: **Turner**
 Location: **18-100N-55W**
 Township: **Dolton**
 Acres: **39.65**
 Date: **2/13/2015**



Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2014 www.AgriDataInc.com

Area Symbol: SD125, Soil Area Version: 16

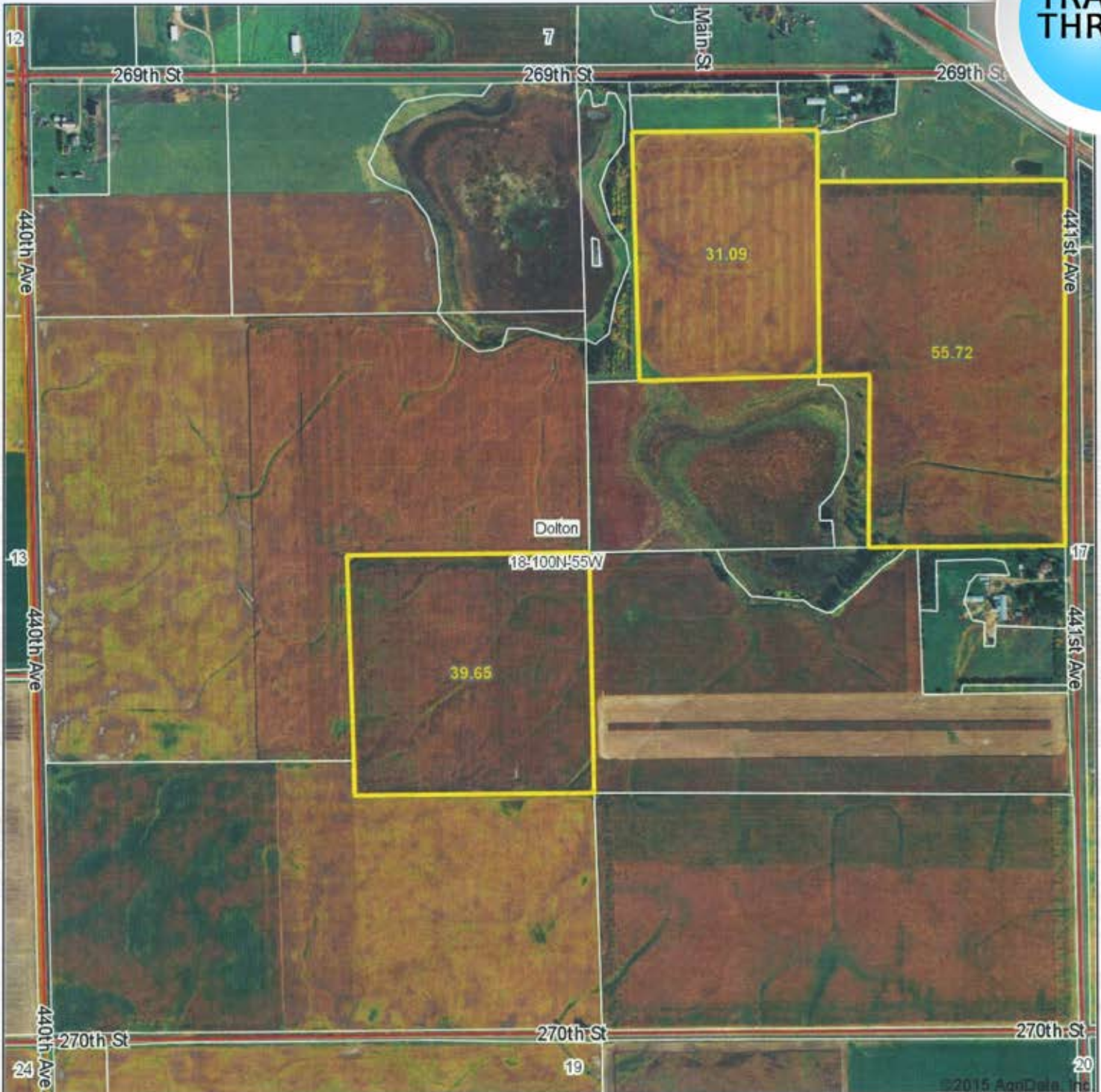
Code	Soil Description	Acres	Percent of field	Non-Irr Class	Productivity Index	Alfalfa hay	Barley	Corn	Corn silage	Grain sorghum	Oats	Soybeans	Winter wheat
ChA	Clarno-Bonilla loams, 0 to 2 percent slopes	24.54	61.9%	IIc	88	4	48	82	9.5	48	61	32	39
CkA	Clarno-Crossplain-Davison complex, 0 to 3 percent slopes	14.35	36.2%	Ile	82	3.2	42	78	9.1	46	53	30	33
Te	Tetonka silt loam	0.76	1.9%	IVw	60	0.6	18	57	6.6	34	22	22	8
Weighted Average					85.3	3.6	45.3	80.1	9.3	47	57.4	31.1	36.2

Area Symbol: SD125, Soil Area Version: 16

Soils data provided by USDA and NRCS.

Aerial Map

**TRACT
THREE**



Maps Provided By:
surety
CUSTOMER ONLINE MAPPING
© AgriData, Inc. 2014 www.AgriDataInc.com

**18-100N-55W
Turner County
South Dakota**

map center: 43° 28' 49.35, 97° 23' 26.64

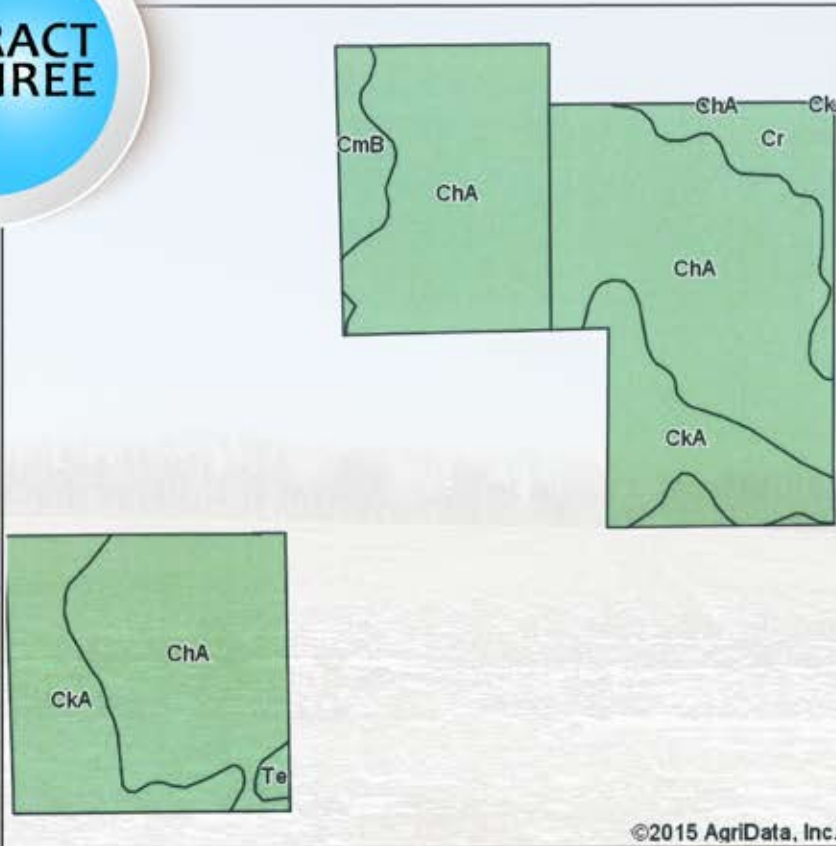
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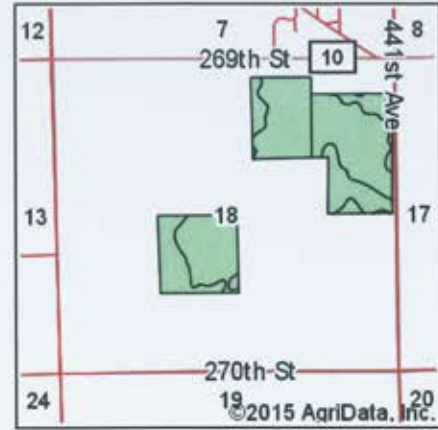
2/27/2015

TRACT THREE

Soil Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
 County: **Turner**
 Location: **18-100N-55W**
 Township: **Dolton**
 Acres: **126.46**
 Date: **2/27/2015**



Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2014 www.AgriDataInc.com

Area Symbol: SD125, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class	Productivity Index	Alfalfa hay	Barley	Corn	Corn silage	Grain sorghum	Oats	Soybeans	Winter wheat
ChA	Clarno-Bonilla loams, 0 to 2 percent slopes	86.70	68.6%	IIc	88	4	48	82	9.5	48	61	32	39
CkA	Clarno-Crossplain-Davison complex, 0 to 3 percent slopes	27.51	21.8%	IIe	82	3.2	42	78	9.1	46	53	30	33
Cr	Crossplain clay loam	7.16	5.7%	IIw	78	2	36	74	8.6	44	46	29	28
CmB	Clarno-Davison loams, 2 to 5 percent slopes	4.33	3.4%	IIe	78	3.4	41	70	8.1	41	51	26	32
Te	Tetonka silt loam	0.76	0.6%	IVw	60	0.6	18	57	6.6	34	22	22	8
Weighted Average					85.6	3.7	45.6	80.1	9.3	47	57.8	31.1	36.6

Area Symbol: SD125, Soil Area Version: 16

Soils data provided by USDA and NRCS.



United States
Department of
Agriculture

Turner County, South Dakota

**TRACT
THREE**



- Common Land Unit**
- Cropland
 - Non-cropland
 - Conservation Reserve Program
- Wetland Determination Identifiers**
- Restricted Use
 - Limited Restrictions
 - Exempt from Conservation
- Compliance Provisions:**
- Tract Boundary
 - Section Line



2012 Ortho-Photography - not to scale

2014 Program Year

Map Created April 28, 2014

Farm 5443

100518

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TRACT
THREE



MARION AGRONOMY

PO BOX 357
MARION, SD 57043
605/648-3634
DL# 668

Invoice Number: N79938
Invoice Date: 11/3/2014
Date Shipped: 11/3/2014
Invoice Terms DUE 1/25/15

JEROME BOHABOJ

ROBSCO Page: 1 of 1

Name ID: HOFTOD
RUP # 9065498

Bill To: HOFER, TODD M.
43982 - 271ST STREET

Ship To: HOFER, TODD M.
43982 - 271ST STREET

DOLTON SD 57319

DOLTON SD 57319

Quantity	Item	Description	EPA#/LOT#	Price	Total
1.65 TONS	46400	MAP	Not Required	\$565.00	\$932.25
1.58 TONS	46200	POTASH 0-0-60	Not Required	\$465.00	\$734.70
120.00 LBS	6039	FERTILINK DG-A	Not Required	\$1.14	\$136.80
1.93 GAL	1956	ZINC (SUPER)		\$100.40	\$193.97
31.00 ACRE	60127	APP-DRY FERT APPLICATION		\$5.50	\$170.50

Delivery Ticket# Blend # 65158

GLENNIS HOFER SW OF YARD

Bearstubble

THANK YOU FOR YOUR BUSINESS!!

Less Discount of: \$0.00
If Paid By: \$2,168.22

Invoice Amount: \$2,168.22
plus Sales Tax: \$0.00

Invoice Total: \$2,168.22
less Prepayments: \$0.00
less Payments: \$0.00
less Discount: \$0.00

Due By: 1/25/2015 \$2,168.22

AUCTION NOTE:

Buyer of Tracts 1 & 2 will reimburse Todd Hofer, former tenant, for this fertilizer bill. To be paid at or before closing! Buyer also pays the tenant \$10.00 an acre corn tillable land for fall tillage work.

Tract #1 Fertilizer Bill:

Corn - 55.72 Acres X \$69.63 per acre = \$3,879.78
Beans - 31.09 Acres X \$69.74 per acre = \$2,168.22

Tract # 2 Fertilizer Bill:

Corn - 39.65 Acres X 69.63 per acre = \$2,760.82

TRACT
THREE



MARION AGRONOMY
PO BOX 357
MARION, SD 57043
605/648-3634
DL# 668

Invoice Number: N79839
Invoice Date: 10/31/2014
Date Shipped: 10/31/2014
Invoice Terms DUE 1/25/15

JEROME BOHABOJ
SCHOSTE Page: 1 of 1

Name ID: HOFTOD
RUP # 9065498

Bill To: HOFER, TODD M.
43982 - 271ST STREET

Ship To: HOFER, TODD M.
43982 - 271ST STREET

DOLTON SD 57319

DOLTON SD 57319

Quantity	Item	Description	EPA#/LOT#	Price	Total
6.24 TONS	46400	MAP	Not Required	\$565.00	\$3,525.60
4.83 TONS	46200	POTASH 0-0-60	Not Required	\$465.00	\$2,245.95
300.00 LBS	6039	FERTILINK DG-A	Not Required	\$1.14	\$342.00
96.00 ACRE	60127	APP-DRY FERT APPLICATION		\$5.50	\$528.00

Delivery Ticket# Blend # 65166

GLENNIS HOFER'S 2 FLDS

Cornstalks

THANK YOU FOR YOUR BUSINESS!!

Less Discount of: \$0.00
If Paid By: \$6,641.55

Invoice Amount:	\$6,641.55
plus Sales Tax:	\$0.00
Invoice Total:	\$6,641.55
less Prepayments:	\$0.00
less Payments:	\$0.00
less Discount:	\$0.00

Due By: 1/25/2015 \$6,641.55

**TRACT
THREE**

56EZ



United States Department of Agriculture
Farm Service Agency

Program Year : 2015

Date : Jan 23, 2015

Discriminatory Statements.

Abbreviated 156 Farm Record

SOUTH DAKOTA
TURNER

Farm Number : 5443

Operator Name : TODD M HOFER

Farms Associated with Operator :

CRP contract numbers :

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Farm Status		Number Of Tracts
159.40	155.68	155.68	0.00	29.20	0.00	0.00	Active		1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	FWP	FAV/WR History	Acre Election	EWP	DCP Ag. Related Activity
0.00	0.00	126.48	0.00	0.00	0.00	No	No	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PTPP Reduction Acres	Direct Yield	Counter Cyclical Yield
Corn	78.80	0.00	0.00	73	151
Soybeans	47.50	0.00	0.00	36	43
TOTAL	126.30	0.00	0.00		

NOTES

State : SOUTH DAKOTA
County : TURNER

Farm Number : 5443
Tract Number : 4963

Description : NE LESS TRACTS 1 & 2; NESW 18 100 55

FAV/WR History : No

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations :

Owners : GLENNIS HOFER ESTATE

Other Producers :

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP		
159.40	155.68	155.68	0.00	29.20	0.00	0.00		
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	FWP	EWP	DCP Ag. Related Activity	
0.00	0.00	126.48	0.00	0.00	0.00	0.00	0.00	

DCP Crop Data

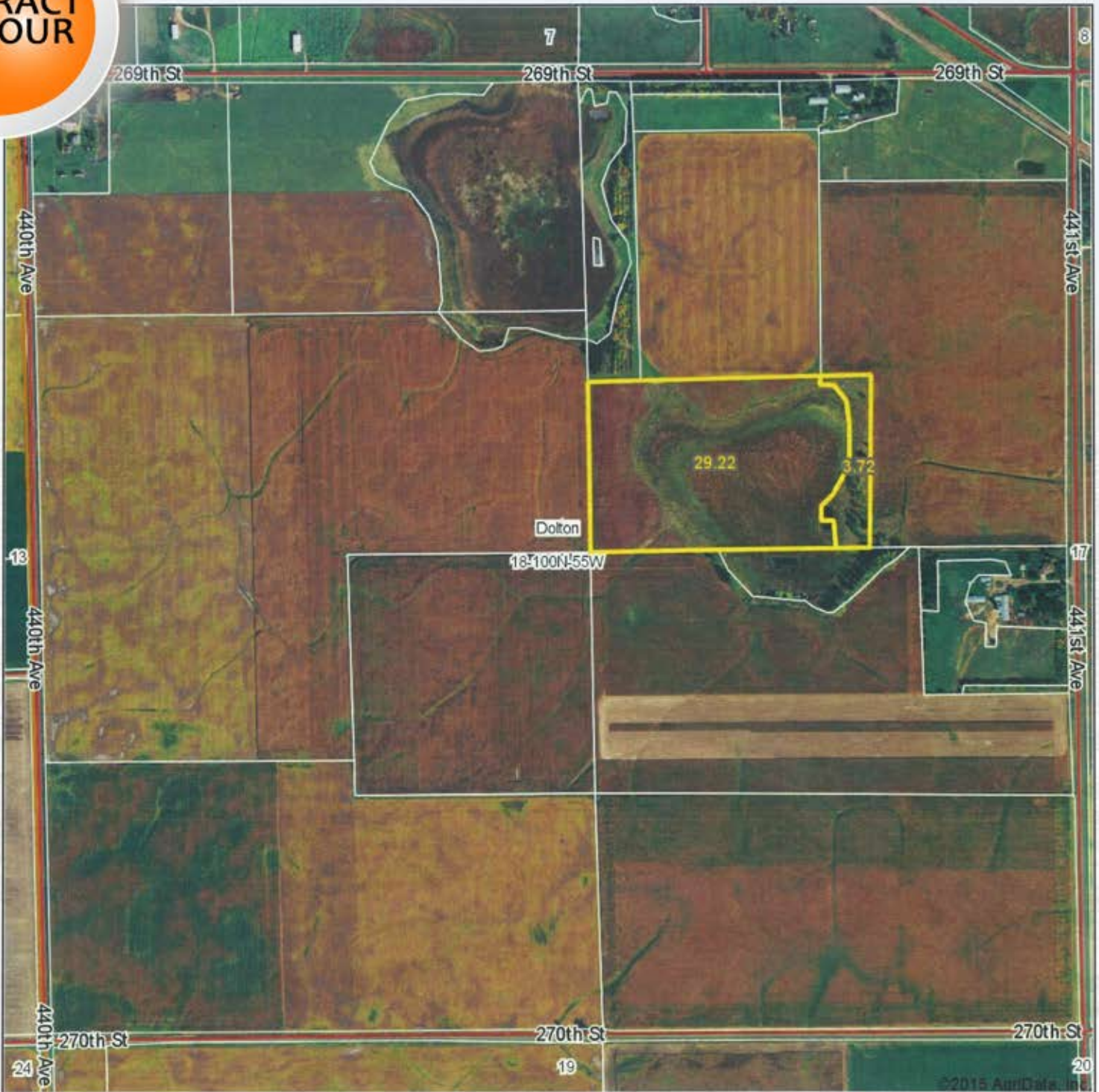
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PTPP Reduction Acres	Direct Yield	Counter Cyclical Yield
Corn	78.80	0.00	0.00	73	151
Soybeans	47.50	0.00	0.00	36	43
TOTAL	126.30	0.00	0.00		

WETLANDS MAP



TRACT
FOUR

Aerial Map



Maps Provided By:



18-100N-55W
Turner County
South Dakota

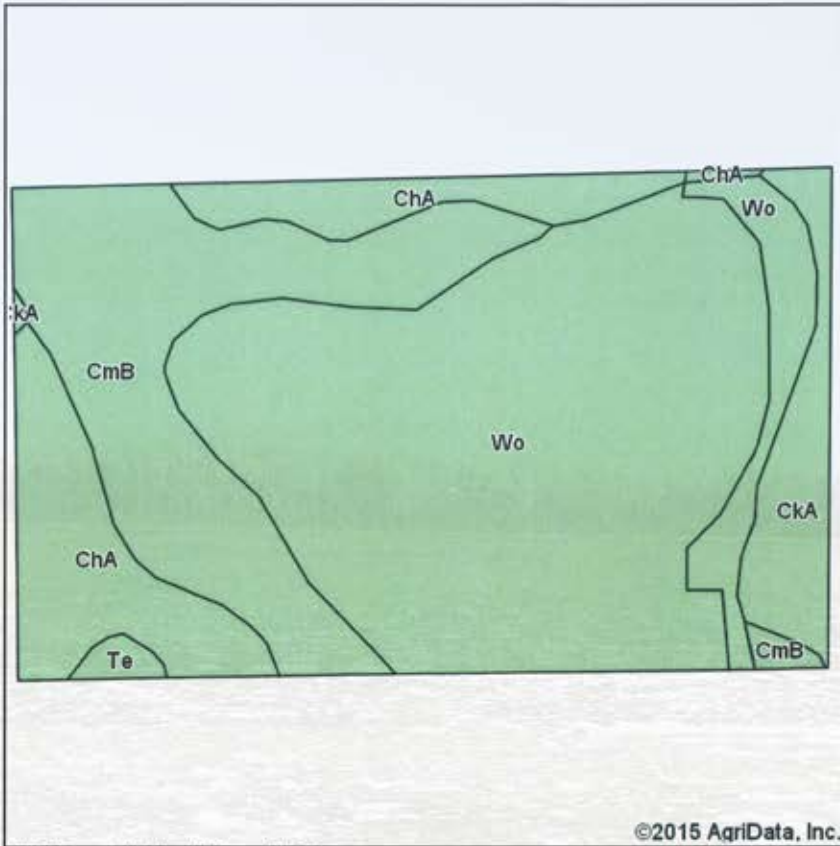
map center: 43° 28' 49.35, 97° 23' 26.78

scale: 9762



2/27/2015

Soil Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
 County: **Turner**
 Location: **18-100N-55W**
 Township: **Dolton**
 Acres: **32.94**
 Date: **2/27/2015**



Area Symbol: SD125, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class	Productivity Index	Alfalfa hay	Barley	Corn	Corn silage	Grain sorghum	Oats	Soybeans	Winter wheat
Wo	Worthing silty clay loam	18.13	55.0%	Vw	34		5	29	3.4	17	6	11	1
CmB	Clamo-Davison loams, 2 to 5 percent slopes	7.82	23.7%	Ile	78	3.4	41	70	8.1	41	51	26	32
ChA	Clamo-Bonilla loams, 0 to 2 percent slopes	4.76	14.5%	Ilc	88	4	48	82	9.5	48	61	32	39
CkA	Clamo-Crossplain-Davison complex, 0 to 3 percent slopes	2.00	6.1%	Ile	82	3.2	42	78	9.1	46	53	30	33
Te	Tetonka silt loam	0.23	0.7%	IVw	60	0.6	18	57	6.6	34	22	22	8
Weighted Average					55.3	1.6	22.1	49.6	5.8	29.1	27.6	18.8	15.8

Area Symbol: SD125, Soil Area Version: 16

Soils data provided by USDA and NRCS.

TRACT FOUR

HOEBS' CONSERVATION EASEMENT
 IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 100 NORTH, RANGE 56 WEST OF
 THE 5TH PRINCIPAL MERIDIAN, TURNER COUNTY, SOUTH DAKOTA
 CONTAINING 33.64 ACRES



NORTHEAST CORNER
 LN. 43.29 14.55814°
 LONC. 97.22 42.105008°
 NORTH QUARTER CORNER
 LN. 45.28 14.83072°
 LONC. 97.23 05.17102°



AREA MAP - N.T.S.
 SECTION 18, T100N, R56W
 5TH P.M.



- LEGEND:**
- FOUND MONUMENT
 - SET S/B REBAR W/CAP #1791
 - △ SECTION CORNER AS NOTED

PREPARED BY:
 DAKOTA LAND SURVEYING & ENGINEERING, INC.
 2000 W. 42ND STREET, STE. 105
 SIOUX FALLS, SD 57105
 PHONE: (605) 334-4882
 BR. STEVEN B. KOC - R.L.S. NO. 4791

WETLANDS MAP



TRACT FOUR

United States
Department of
Agriculture

Turner County, South Dakota



Common Land Unit

- Cropland
- Non-cropland
- Conservation Reserve Program

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation

Compliance Provisions:

- Tract Boundary
- Section Line



2012 Ortho-Photography - not to scale

2014 Program Year

Map Created April 28, 2014

Farm 5443

1005518

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WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM

AGREEMENT NO. 66-6740-1-960

THIS WARRANTY EASEMENT DEED is made by and between Kenneth J. Hofer, Glennis M. Hofer Of 216 S Relanto, P.O. Box 87, Freeman, SD 57059 (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of

the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed. Ingress and egress to easement area by road right-of-way.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.

C. **Control of Access.** The right to prevent trespass and control access by the general public.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C. SEE ATTACHED.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. **Management activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. **Easement Management.** The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.

D. **Violations and Remedies - Enforcement.** The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. **Rules of Construction and Special Provisions.** All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any).

Grantor(s) vested drainage rights, if any, are hereby subordinated to the interest of the United States in the easement area.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 16th day of January, 2002

Landowner(s):) Kenneth J. Hofer (Seal)
) Kenneth J. Hofer
) Glenn M. Hofer (Seal)
) Glenn M. Hofer
) _____ (Seal)
) _____ (Seal)

Acknowledgment

In the State or Commonwealth of South Dakota, County, Borough or Parish of Hutchinson, on this 16th day of January, 2002, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared

Kenneth J. Hofer and Glenn M. Hofer

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.



Roxann Dangel
Notary Public

My Commission Expires: 1-22-07

This instrument was drafted by the USDA, Office of the General Counsel, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.
Prepared by Homestead Escrow & Exchange Co. 315 South Phillips Avenue, Sioux Falls, SD 57104-6318
Telephone (605) 731-0809. for NRCS

128.42 ACRES CHOICE – POWERFUL - ALL TILLABLE LAND AND 33.84 ACRES WRP-HUNTING LAND DOLTON TOWNSHIP – TURNER COUNTY LAND

FRIDAY MARCH 27TH AT 10:00 AM



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