



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

BEADLE COUNTY LAND SALE



THIS 160 +/- ACRE PROPERTY OFFERS A BLEND OF PRODUCTIVE CROPLAND AND GRASSLAND, MAKING IT AN EXCELLENT INVESTMENT FOR AGRICULTURE AND HUNTING. THE GRASSLAND PROPERTY HAS A SLOUGH AND DUGOUT, CREATING IDEAL CONDITIONS FOR GRAZING AND PROVIDING EXCELLENT HABITAT FOR A VARIETY OF WILDLIFE, INCLUDING DUCKS, WHITETAIL DEER, PHEASANTS, GROUSE, DOVES, AND MORE. WHETHER YOU'RE SEEKING LAND FOR FARMING, LIVESTOCK GRAZING, OR HUNTING WITH THE ADDED BENEFIT OF A REVENUE STREAM, THIS PROPERTY COMBINES AGRICULTURAL PRODUCTIVITY WITH EXCEPTIONAL WILDLIFE HABITAT.



(605) 893-2003

WWW.AMERICANLANDAGENCY.COM

BEADLE COUNTY LAND SALE

CARTER W. CANHAM
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CLAY A. ANDERSON
LAND BROKER

NW 1/4 17-112-65

160 +/- Taxable Acres

Property Highlights:

- Highly Productive Cropland Soils
- Pasture Property (East Side of the Property)
 - USFW Wetland & Grassland Easement in place
 - Grazable Year Round
 - Hayable After July 15
- Livestock Dugout on the Property
- Excellent Wildlife Habitat
 - Area Wildlife includes: Deer, Pheasants, Ducks, Doves, Grouse, Coyotes, and many more species



2024 REAL ESTATE TAXES

\$2,496.82

CROPLAND SOIL PRODUCTIVITY:

75

- 55.9% CLASS 2 SOILS (CROPLAND)
- 81.31 FSA CROPLAND ACRES

LOCATION:

- 3.5 MILES N. OF WESSINGTON
- 4 MILES N. OF U.S. HWY 14
- 1 MILE E. OF 374TH AVE.
- 11.5 MILES NW. OF WOLSEY
- 8.5 MILES W. OF U.S. HWY 281



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Additional Sale Terms:

American Land Agency, LLC represents the rights and interests of Seller only.

All information contained herein is deemed reliable from credible sources, however, Seller and Seller's agent make no guarantees. Any Buyer's decision to purchase shall be based solely on Buyer's efforts to gather and analyze the properties respective data. Seller reserves the right to reject any offers presented.

BUY NOW OPTION: The "BUY NOW" offer will be accepted until **November 4, 2025 at 4:00 P.M. CST**. After the "BUY NOW" Option deadline, the property will proceed to the Final Private Auction.

SEALED OFFERS will be accepted until **4:00 P.M. CST November 4, 2025** at the American Land Agency Office, located at 315 N. Broadway Ave. P.O. Box 45, Miller, SD 57362. Offer will be required to be in dollars per taxable acre amount and bid **total** on the American Land Agency Sealed Bid Form.

Offering Must contain the following information:

(1) Offer Amount (Signed by Bidder); (2) Name, Address, and Phone Number of Bidder; AND (3) Financial Proof of Bank Letter

Sealed bids will be opened Tuesday, November 4th, 2025 and American Land Agency will attempt to notify all bidders no later than 6:00 P.M. via phone numbers provided. **Other than being invited to the Final Private Auction, no other information shall be relayed until the Final Private Auction.*

FINAL PRIVATE AUCTION will be held at the American Land Agency Office located at 315 N. Broadway Ave., Miller, SD 57362 on November 6, 2025 at 9:30 A.M.

The Five (5) Highest Bidders will be invited to the private auction and given the opportunity raise their offer at this time. The minimum "raise" amount will be \$10 per acre.

Closing Date shall take place no later than 60 days after the execution of a purchase agreement. Huron County Title Company will be handling the closing of this sale. The day of the final private auction, successful bidders will be required to execute a purchase agreement and write 10% earnest money/down payment check made payable to American Land Agency Trust Account where it will be held until closing. Such earnest money/down payment is not refundable, and Buyers acknowledge by bidding at this sales that "time is of the essence" regarding the executed purchase agreement.

Seller accepts no contingencies in this sale, including but not limited to Buyer's ability to secure financing. All Buyer's must have their financial arrangements in order prior to sending in their offer. Tract is sold "As-Is" and subject to any rights, easements, restrictions and reservations of record.

Title insurance and the closing fee shall be split 50% Seller, 50% Buyer. Transfer fee and Deed costs shall be paid for by Seller. Deed Recording is paid for by Buyer.

Property has not been surveyed, so neither Seller no its agent make any warranties as to the exact acres or boundaries. The sale of the property is based taxable acres as listed in the marketing material. Boundaries drawn on marketing material is for visual aid purposes only.

Legal Description:

The Northwest Quarter (NW1/4) of Section Seventeen (17) Township One Hundred Twelve (112) North, Range Sixty-five (65), West of the 5th P.M., Beadle County, South Dakota

Property Taxes shall be prorated to the date of closing. 2023 Real Estate taxes due in 2024: \$2,496.82



SEALED BID FORM

Sealed Offer Deadline: 4:00 P.M. (CST) on Tuesday, November 4, 2025

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

Legal Description:

The Northwest Quarter (NW1/4) of Section Seventeen (17) in Township One Hundred Twelve (112) North, Range Sixty-five (65), West of the 5th P.M., Beadle County, South Dakota (approximately 160 taxable acres)

All offers will be opened at **4:00 P.M. CST on Tuesday, November 4th, 2025**, American Land Agency will attempt to notify all bidders no later than November 4th, 2025 at 6:00 P.M. via the phone numbers provided. Final Private Auction will be held **Thursday at 9:30 A.M. on November 6th, 2025 at the American Land Agency Office, 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 Seller. The Seller reserves the right to reject any and all offers. Announcements made the day of auction take precedence over written materials.

Amount of Offer: \$ _____ / per taxable acre. **Total Offer:** \$ _____

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

Name & Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

Email: _____

Fax Number: _____

Signature: _____

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

Telephone: _____

Email: _____

I hereby acknowledge and agree that the above offer may be accepted by the Seller, and in that event, I agree to execute and complete the closing for this tract.

Mail this form to: American Land Agency, LLC, P.O. Box 45, Miller, SD 57362

Or

Email this form to: office@AmericanLandAgency.com where our office will confirm that it has been received.

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

Aerial Map



Boundary Center: 44° 30' 43.09, -98° 40' 33.16



17-112N-65W
Beadle County
South Dakota



Maps Provided By:
 **surety**[®]
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2023 www.AgriDataInc.com

11/22/2024

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

4 Year Crop History

Owner/Operator:
Address:
Address:
Phone:

Date:
Farm Name:
Field ID:
Acct. #:

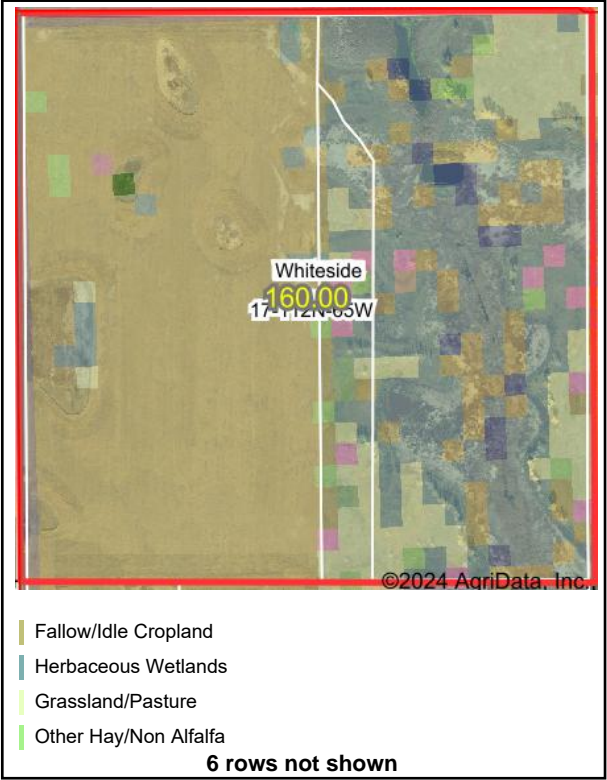
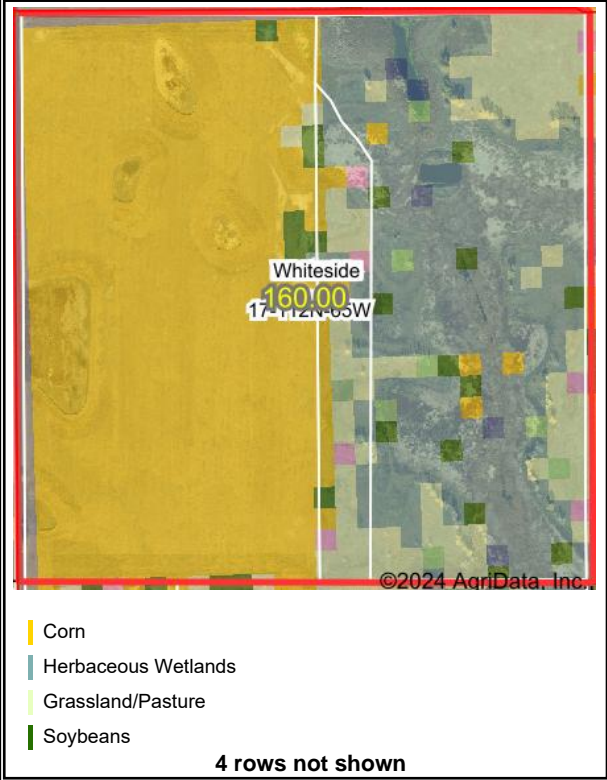
Crop Year:

Crop Year:



Crop Year:

Crop Year:



Boundary Center: 44° 30' 43.09, -98° 40' 33.16

State: SD County: Beadle

Legal: 17-112N-65W Twnshp: Whiteside

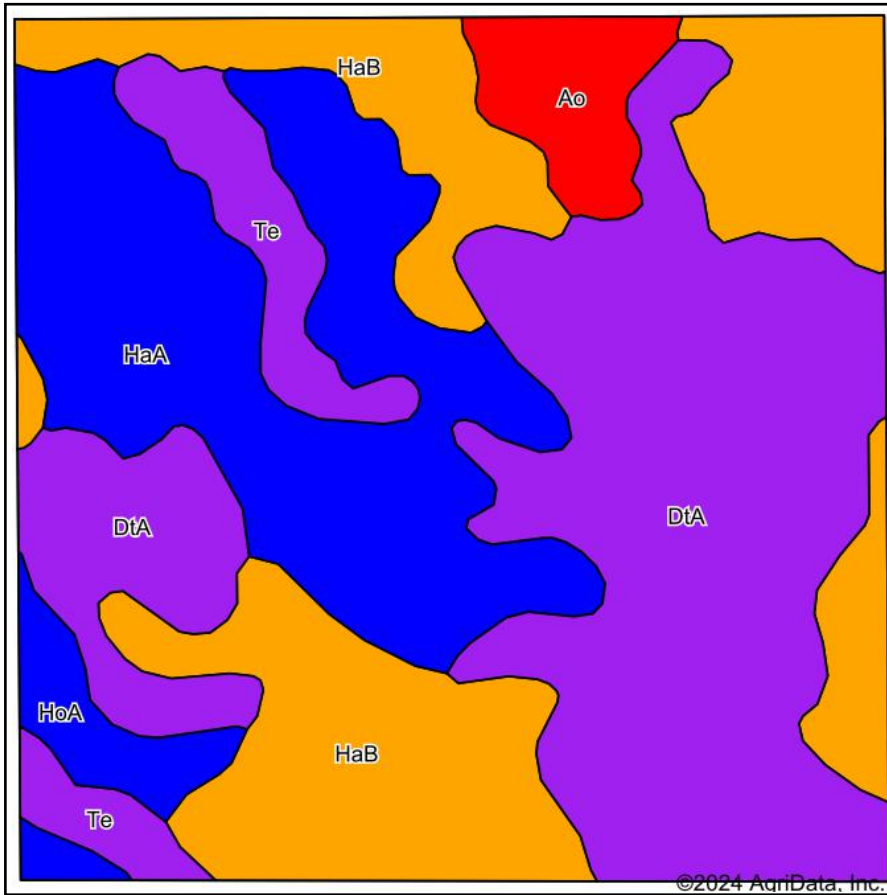
Field borders provided by Farm Service Agency as of 5/21/2008. Crop data provided by USDA National Agricultural Statistics Service Cropland Data Layer.



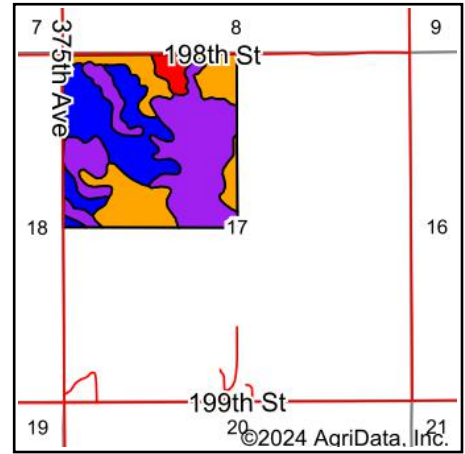
Maps Provided By:

CUSTOMIZED ONLINE MAPPING
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Soils Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
 County: **Beadle**
 Location: **17-112N-65W**
 Township: **Whiteside**
 Acres: **160**
 Date: **11/22/2024**

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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Area Symbol: SD005, Soil Area Version: 29

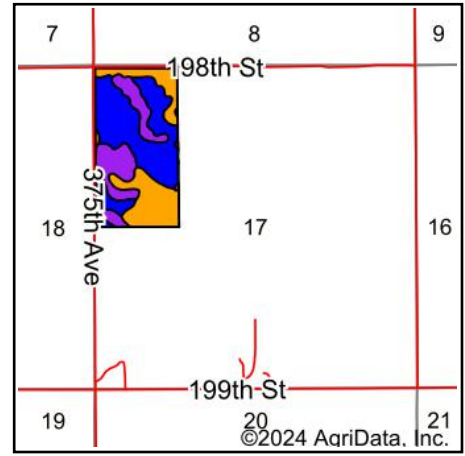
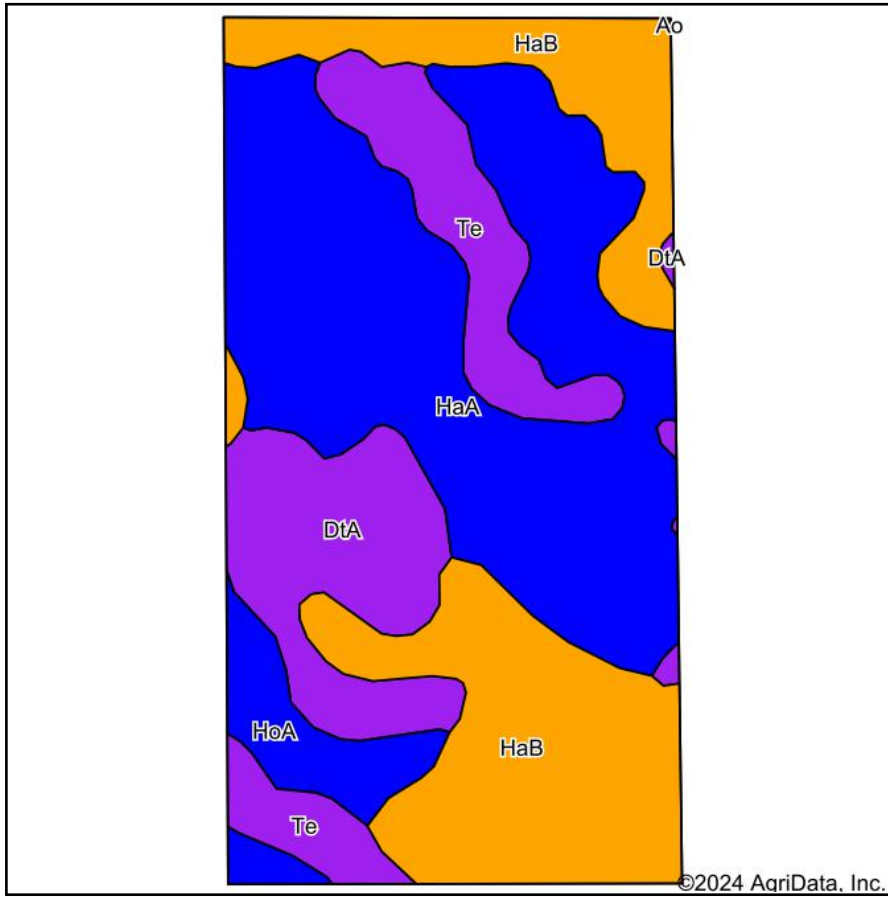
Code	Soil Description	Acres	Percent of field	PI Legend	Soil Drainage	Non-Irr Class *c	Productivity Index	Corn Bu	*n NCCPI Overall
DtA	Dudley-Tetonka silt loams	58.76	36.8%		Somewhat poorly drained	IVs	43	28	29
HaB	Hand-Bonilla loams, 3 to 6 percent slopes	43.26	27.0%		Well drained	Ile	79		63
HaA	Hand-Bonilla loams, 0 to 3 percent slopes	37.73	23.6%		Well drained	IIc	88		66
Te	Tetonka-Hoven silt loams	9.30	5.8%		Poorly drained	IVw	48		12
Ao	Worthing silty clay loam, ponded, 0 to 1 percent slopes	5.96	3.7%		Very poorly drained	VIIIw	10		8
HoA	Houdek-Prosper loams, 0 to 2 percent slopes	4.99	3.1%		Well drained	IIc	88		64
Weighted Average						3.07	63.8	10.3	*n 46.2

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

West 1/2 of the Property (Cropland)

Soils Map



State: **South Dakota**
 County: **Beadle**
 Location: **17-112N-65W**
 Township: **Whiteside**
 Acres: **81.31**
 Date: **12/6/2024**

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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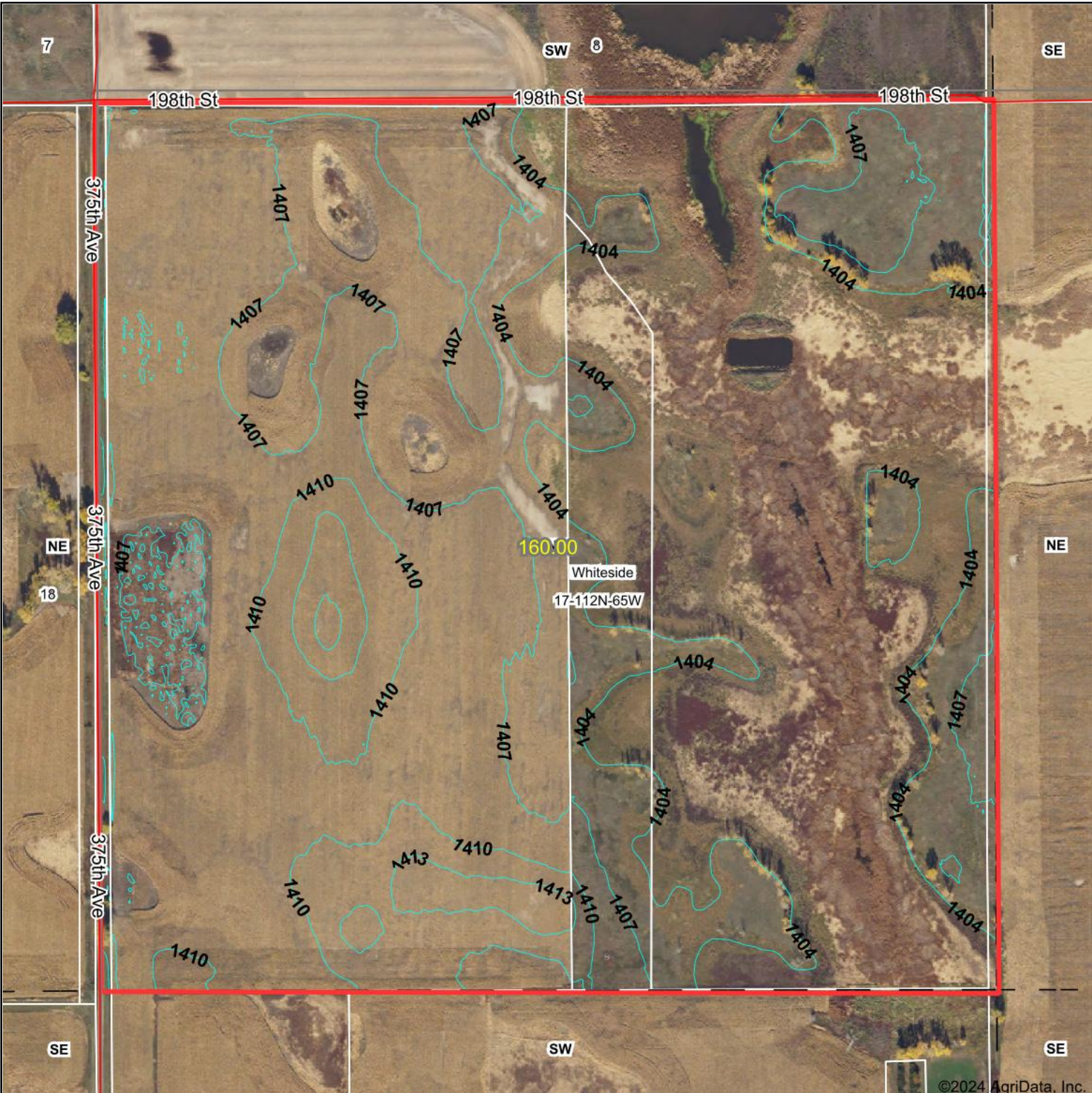
Area Symbol: SD005, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	PI Legend	Soil Drainage	Non-Irr Class *c	Productivity Index	Corn Bu	*n NCCPI Overall
HaA	Hand-Bonilla loams, 0 to 3 percent slopes	33.36	41.0%		Well drained	IIc	88		66
HaB	Hand-Bonilla loams, 3 to 6 percent slopes	23.64	29.1%		Well drained	Ile	79		63
DtA	Dudley-Tetonka silt loams	10.58	13.0%		Somewhat poorly drained	IVs	43	28	29
Te	Tetonka-Hoven silt loams	9.13	11.2%		Poorly drained	IVw	48		12
HoA	Houdek-Prosper loams, 0 to 2 percent slopes	4.60	5.7%		Well drained	IIc	88		64
Weighted Average						2.48	75	3.6	*n 54.1

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Topography Contours



Source: USGS 3 meter dem

Interval(ft): 3.0

Min: 1,403.0

Max: 1,417.2

Range: 14.2

Average: 1,406.3

Standard Deviation: 2.82 ft

0ft 460ft 920ft



11/22/2024

17-112N-65W
Beadle County
South Dakota

Boundary Center: 44° 30' 43.09, -98° 40' 33.16

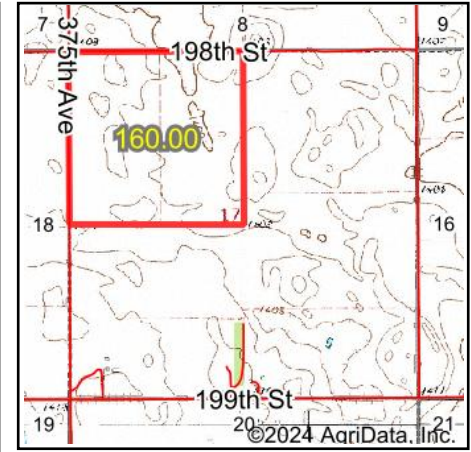
Maps Provided By:



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

Wetlands Map



State: **South Dakota**
 Location: **17-112N-65W**
 County: **Beadle**
 Township: **Whiteside**
 Date: **11/22/2024**

Maps Provided By:



0ft 669ft 1337ft

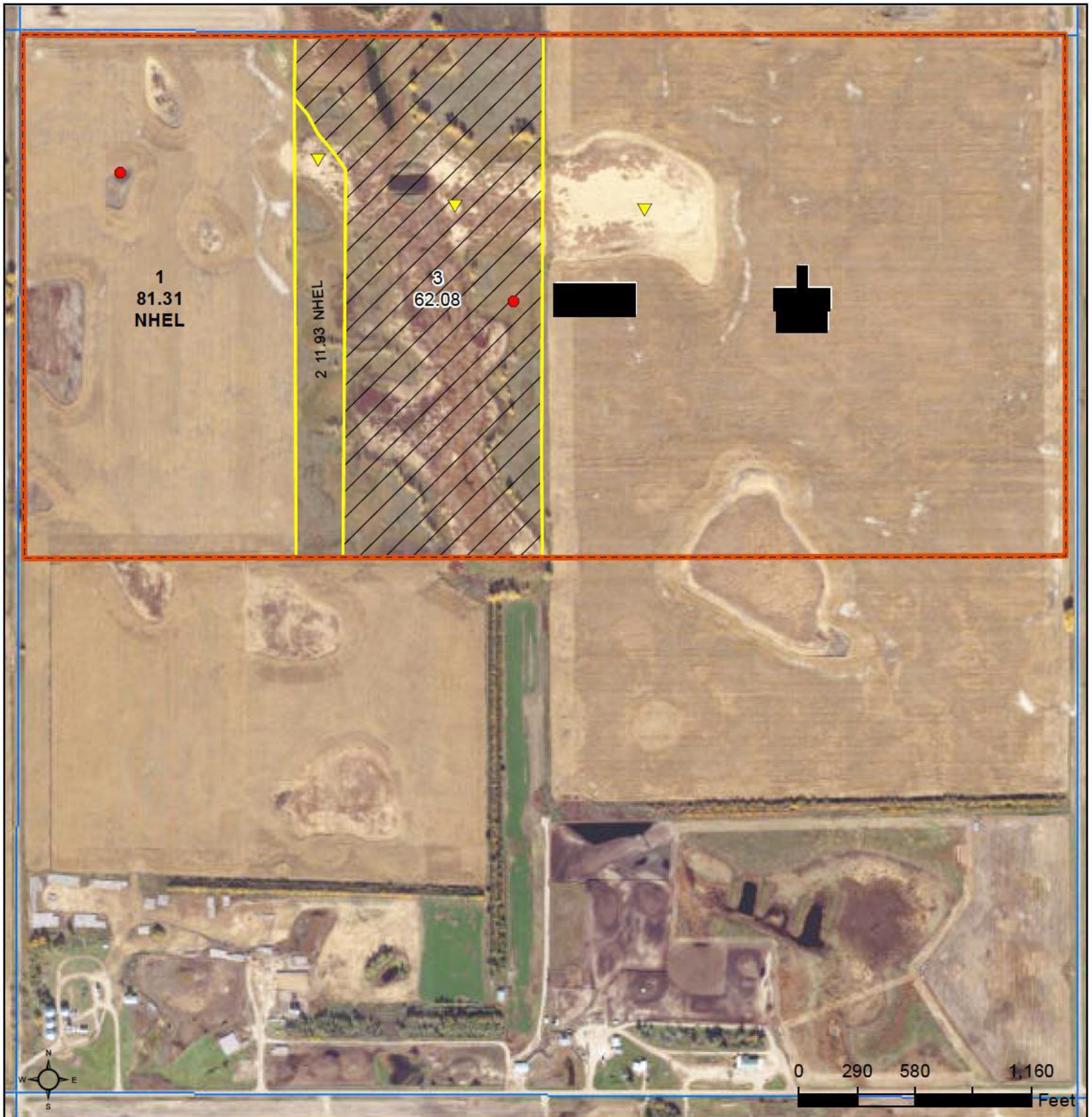
Classification Code	Type	Acres
PEM1C	Freshwater Emergent Wetland	31.35
PEM1A	Freshwater Emergent Wetland	13.90
PABFx	Freshwater Pond	0.49
Total Acres		45.74

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>



United States
Department of
Agriculture

Hand County, South Dakota



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Boundary

- Tract Boundary
- PLSS

Unless otherwise noted,
crops listed below are:
Non-irrigated
Intended for Grain
Corn = Yellow
Soybeans = Common
Wheat - HRS or HRW
Sunflowers = Oil or Non

Producer initial _____
Date _____

Tract Cropland Total: 249.78 acres

2024 Program Year

Map Created April 30, 2024

Farm **6617**

Tract **8122**

17-112N-65W-Beadle

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Prepared By:

U.S. Fish and Wildlife Service
Wetlands Acquisition Office
39650 Sand Lake Drive
Columbia, SD 57433
(605) 885-6357

127578
INDEXED ✓
RECORDED ✓
COMPARED _____
FEE \$ 30.00 chg
5 pages

STATE OF SOUTH DAKOTA) SS
COUNTY OF BEADLE)
Filed AUG. 7 2023
10 o'clock 45 minutes AM
recorded in Disk 154 871K
of the records in my office,
Judy Rodach
Register of Deeds
RE: Huron Title Co.

Grassland Easement
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE is by and between **Joseph E. Fritzsche and Lisa M. Fritzsche, husband and wife**, of **37659 195th Street, Wessington, SD 57381** hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. §§ 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. §§ 718-718j; the Land and Water Conservation Fund Act of 1965, 16 U.S.C. § 4601-4 to 4601-11; the Fish and Wildlife Act of 1956, 16 U.S.C. §§ 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. §§ 3901-3932; the North American Wetlands Conservation Act, 16 U.S.C. §§ 4401-4412, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544, authorize the Secretary to acquire lands and waters, or interests therein, for the conservation, development, advancement, management, and protection of fish and wildlife species and resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of ****One Hundred Thirteen Thousand Seven Hundred Seventy Five and No/100**** Dollars (**\$113,775.00**), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, as described below, by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands described on Exhibit A are located within, and the aforementioned right of ingress and egress extends on, over, across and through any and all lands within the following-described legal subdivision(s) in Beadle County, State of South Dakota, to-wit:

T. 112 N., R. 65 W., 5th P.M.

Section 17, the east 1,260 feet of E1/2NW1/4.

SUBJECT, however, to all statutory rights-of-way and other valid existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights including sand and gravel, but not including soil, clay or scoria, unless and to the extent rights to mine such materials have vested in third parties prior to the date hereof.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary; provided, however, that such acceptance must be made within 12 calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or persons claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.
4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

Copies of the above-referenced map(s), Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.


It is further understood that the rights and interests granted to the United States herein shall become part of


the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the United States, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:
Joseph E. Fritzsche, 37659 195th Street, Wessington, SD 57381
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors 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 a United States Treasury check or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 15th day
of June in the year 20 23.


Joseph E. Fritzsche


Lisa M. Fritzsche

ACKNOWLEDGMENT

STATE OF South Dakota
COUNTY OF Beadle) §§

On this 15 day of June in the year 2023 before me personally appeared **Joseph E. Fritzsche and Lisa M. Fritzsche, husband and wife, of 37659 195th Street, Wessington, SD 57381,** 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.



Notary Public: Chad Carlson
My commission expires: 7/25/2025

ACCEPTANCE

The Secretary of the Interior, acting by and through the Secretary's authorized representative, has executed this agreement on behalf of the United States this _____ day of JUL 31 2023, 20____.

THE UNITED STATES OF AMERICA

By: [Signature]

Title: Chief, Division of Realty
U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

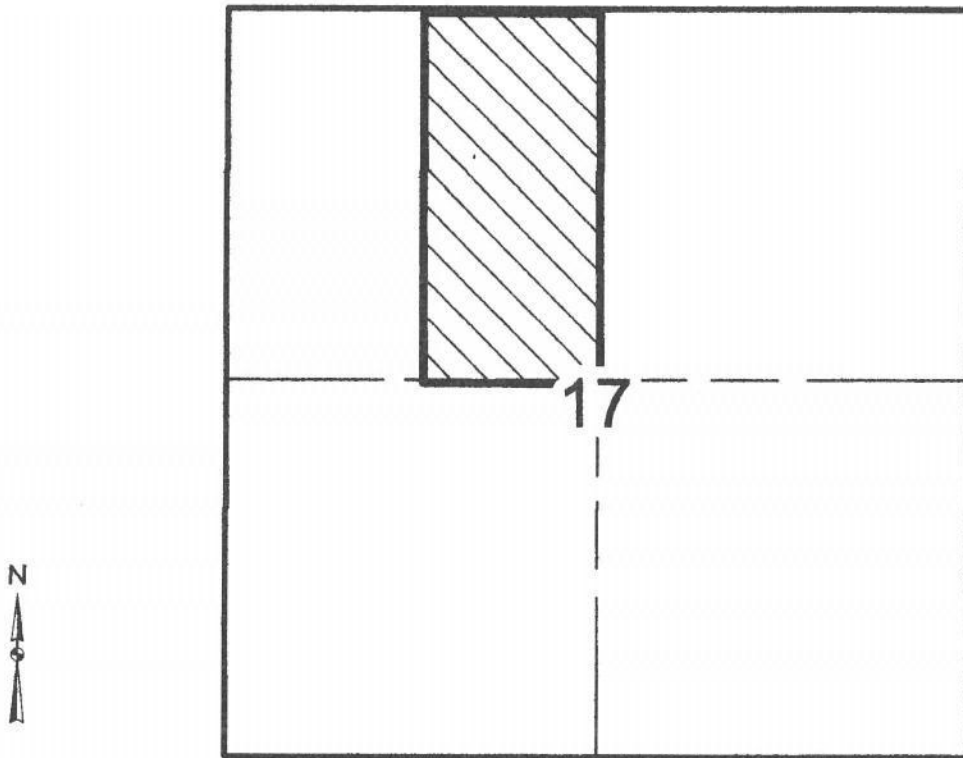
TRACT: 523G-1

Map: 1 of 1

WILDLIFE MANAGEMENT AREA Beadle County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.


T. 112 N., R. 65 W., 5th Principal Meridian

Section 17, the east 1,260 feet of the E1/2NW1/4.



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated June 15th, 2023, which the parties of the first part agree to maintain as a Wildlife Management Area.


Joseph E. Fritzsche


Lisa M. Fritzsche

Legend:



Boundary of Easement Description

Lands covered by provisions of the easement

Map prepared by: Chad Carlson, Realty Specialist

Date: 5/15/2023

Prepared By:

U.S. Fish and Wildlife Service
Wetlands Acquisition Office
39650 Sand Lake Drive
Columbia, SD 57433
(605) 885-6357

127577
INDEXED ☒
RECORDED ☒
COMPARED ☐

FEE \$ 30.00 ^{DB} _{chg}
10 pages

STATE OF SOUTH DAKOTA)
COUNTY OF BEADLE) SS
Filed AUG. 7 20 23
10 o'clock 45 minutes AM
recorded in Disk 1JH 870K
of the records in my office,
Judy Rodacker
Register of Deeds
T.H. Hurst Title Co.

Form 3-1916
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between **Joseph E. Fritzsche and Lisa M. Fritzsche, husband and wife**, of **37659 195th Street, Wessington, SD 57381** hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH:

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. § § 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. § § 718-718j, the Land and Water Conservation Fund Act, 16 U.S.C. § 460l-4 to 460l-11, the Fish and Wildlife Act of 1956, 16 U.S.C. § § 742a-742j, the Emergency Wetlands Resources Act of 1986, 16 U.S.C. § § 3901-3932, the North American Wetlands Conservation Act, 16 U.S.C. § § 4401-4412, and the Endangered Species Act, 16 U.S.C. § § 1531-1544, authorize the Secretary to acquire small wetland or pothole areas suitable for use as waterfowl production areas, and

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas,

NOW, THEREFORE, for and in consideration of the sum of ****Six Hundred Fifty Six Thousand One Hundred Twenty Five and No/100** Dollars (\$656,125.00)**, the Grantors do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary which acceptance must be made within **12** months of the execution of this indenture by the Grantor, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement in perpetuity, or right of use for the maintenance of the land described below as a waterfowl production area, including the right of ingress to and egress on, over, across and through any and all lands as described below by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose.

The lands covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or manmade causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. The lands described on Exhibit A, and the aforementioned right of ingress to and egress extends on, over, across and through any and all lands within the following described legal subdivision(s) in **Beadle** County, State of **South Dakota**, to-wit:

T. 112 N., R. 64 W., 5th P.M.

Section 13, W1/2, SE1/4 EXCEPT Moser Outlot 1.

T. 112 N., R. 65 W., 5th P.M.

Section 8, SE1/4;

Section 15, W1/2 EXCEPT Plat of Tract 1 of Rowen Addition in the NW1/4 and SW1/4;

Section 17, N1/2, SW1/4 EXCEPT the south 685.11 feet, SE1/4 EXCEPT the south 1,380 feet;

Section 20, N1/2 EXCEPT Plat of Tract 1 of Rowen Addition in the NW1/4, S1/2SE1/4;

Section 21, W1/2NE1/4, NW1/4, W1/2SW1/4, NE1/4SW1/4.

This legal description covers additional wetlands, shown on Exhibit "A", which were not included in or which were previously excluded from a waterfowl management rights easement filed on *September 29, 1965 in Book 355 on page 86 and also from a waterfowl management rights easement filed on September 10, 2001 in Disk 2E, #1324 and also from a waterfowl management rights easement filed on July 12, 1973 in Book 355 on page 185 and also from a waterfowl management rights easement filed on April 24, 1973 in Book 355 on page 171 and also from a waterfowl management rights easement filed on August 26, 1976 in Book 355 on page 210, all in records of the Register of Deeds of Beadle County, South Dakota*. All terms and conditions of said easement shall remain unchanged as stated therein.

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

The Grantors, for themselves, 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, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise, of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the Grantors 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 at any time, 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.

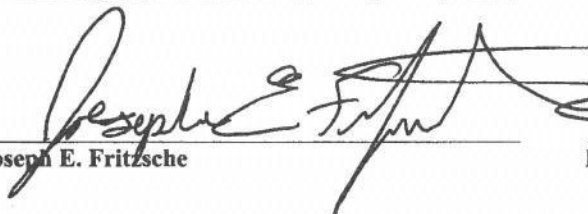
Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

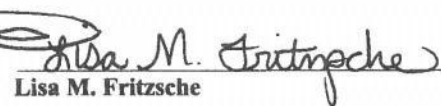
SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.
- 1a. **Vendors, successors and assigns relinquish all interest in Vested Drainage Rights appurtenant to the above-described property, including but not limited to the wetlands delineated on attached Exhibit A**
- 1b. **The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.**

2. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to
Joseph E. Fritzsche, 37659 195th Street, Wessington, SD 57381
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors 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 a United States Treasury check or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 15th day
of June in the year 20 23.


Joseph E. Fritzsche


Lisa M. Fritzsche

ACKNOWLEDGMENT

STATE OF South Dakota,
COUNTY OF Beadle) §§

On this 15 day of June in the year 2023 before me personally appeared
Joseph E. Fritzsche and Lisa M. Fritzsche, husband and wife, of 37659 195th Street, Wessington, SD 57381,
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.



Notary Public: Chad Carlson

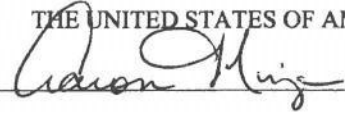
My commission expires: 7/25/2025

ACCEPTANCE

The Secretary of the Interior, acting by and through the Secretary's authorized representative, has executed this agreement on behalf of the United States this _____ day of JUL 31 2023, 20____.

THE UNITED STATES OF AMERICA

By: _____



Chief, Division of Realty

Title: _____

U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

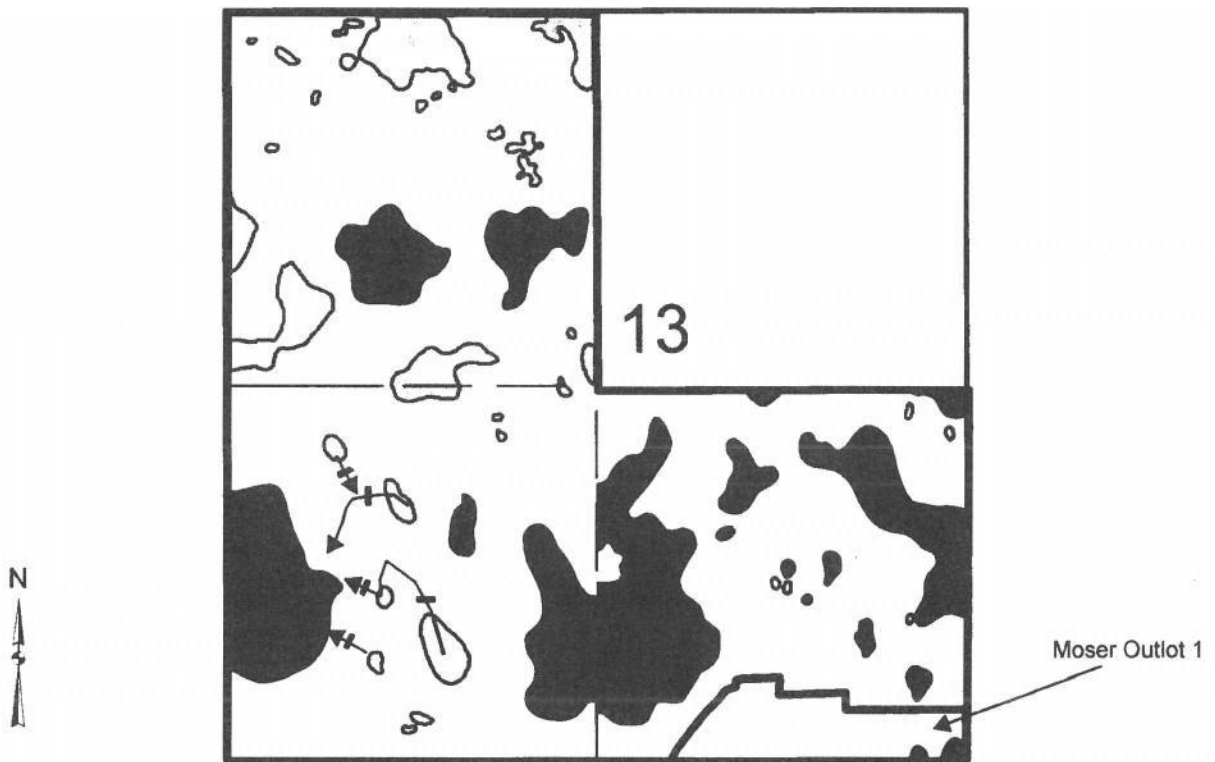
TRACT: 523X-2-5

Map: 1 of 6

WATERFOWL PRODUCTION AREA Beadle County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

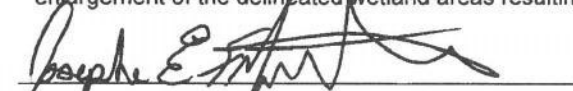
T. 112 N., R. 64 W., 5th Principal Meridian

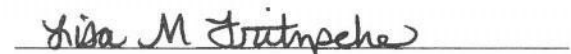
Section 13, W1/2, SE1/4 EXCEPT Moser Outlot 1.



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated June 15th, 2023, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.


Joseph E. Fritzsche


Lisa M. Fritzsche

Legend:



Wetlands Covered by Provisions of this Easement



Boundary of Easement Description



Wetlands protected by Waterfowl Management
Rights easement 97X, recorded in Book 355, Page 86
or
Wetlands protected by Waterfowl Management
Rights easement 391X, recorded in Disk 2E, # 1324.



Wetland Restoration Structure

Map prepared by: Chad Carlson, Realty Specialist

Date: 5/15/2023

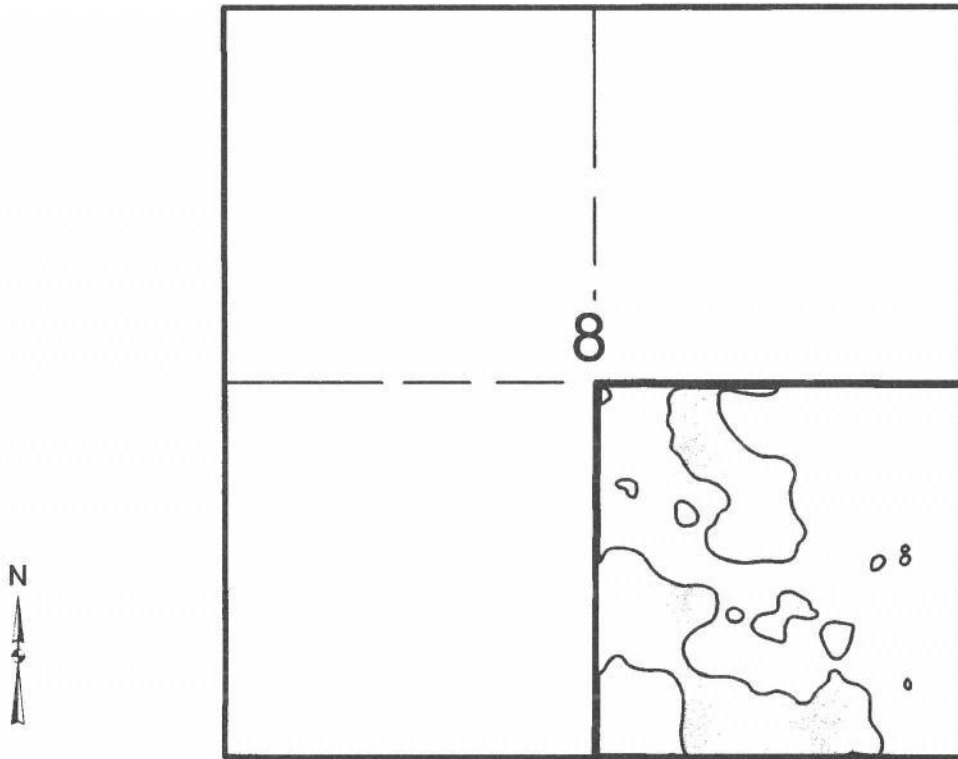
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 523X-2-5

Map: 2 of 6

WATERFOWL PRODUCTION AREA Beadle County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.


T. 112 N., R. 65 W., 5th Principal Meridian
Section 8, SE1/4.





Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated June 15th, 2023, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.


Joseph E. Fritzsche


Lisa M. Fritzsche

Legend:

-  Boundary of Easement Description
-  Wetlands Covered by Provisions of this Easement

Map prepared by: Chad Carlson, Realty Specialist

Date: 5/15/2023

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

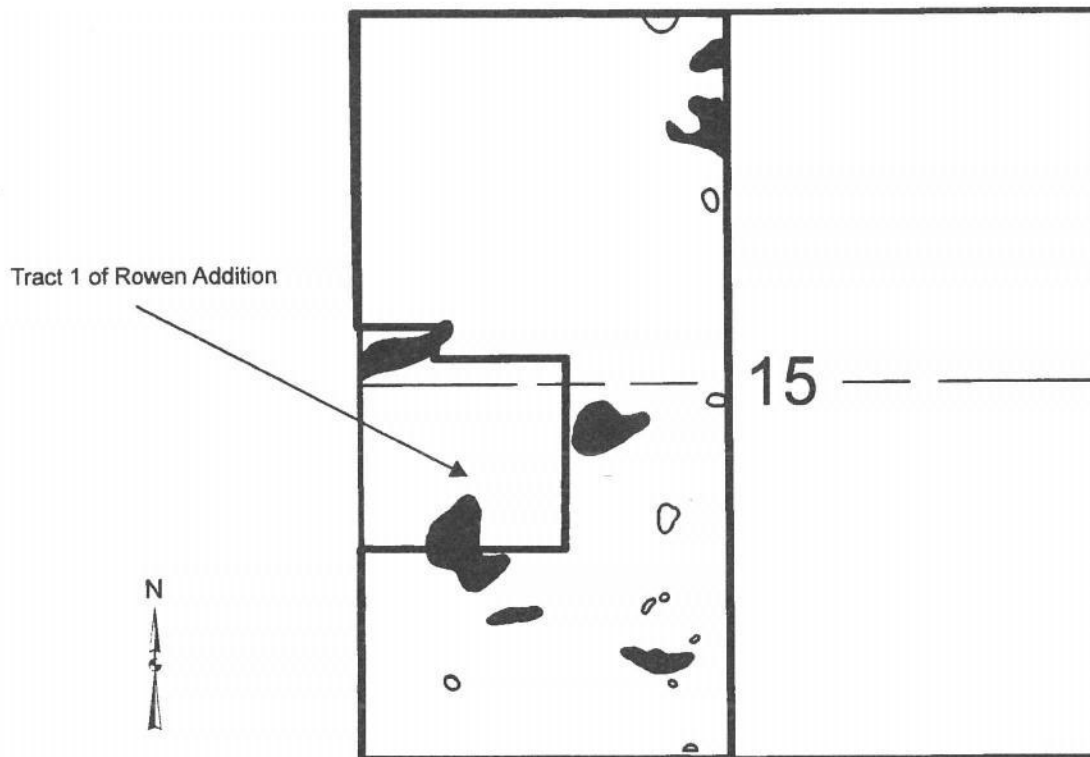
TRACT: 523X-2-5

Map: 3 of 6

WATERFOWL PRODUCTION AREA Beadle County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 112 N., R. 65 W., 5th Principal Meridian

Section 15, W1/2 EXCEPT Plat of Tract 1 of Rowen Addition in the NW1/4 and SW1/4.



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated June 15th, 2023, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.


Joseph E. Fritzsche


Lisa M. Fritzsche

Legend:



Wetlands Covered by Provisions of this Easement



Boundary of Easement Description



Wetlands protected by Waterfowl Management
Rights easement 201X, 1-3, recorded in Book 355, Page 185.

Map prepared by: Chad Carlson, Realty Specialist

Date: 5/15/2023

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 523X-2-5

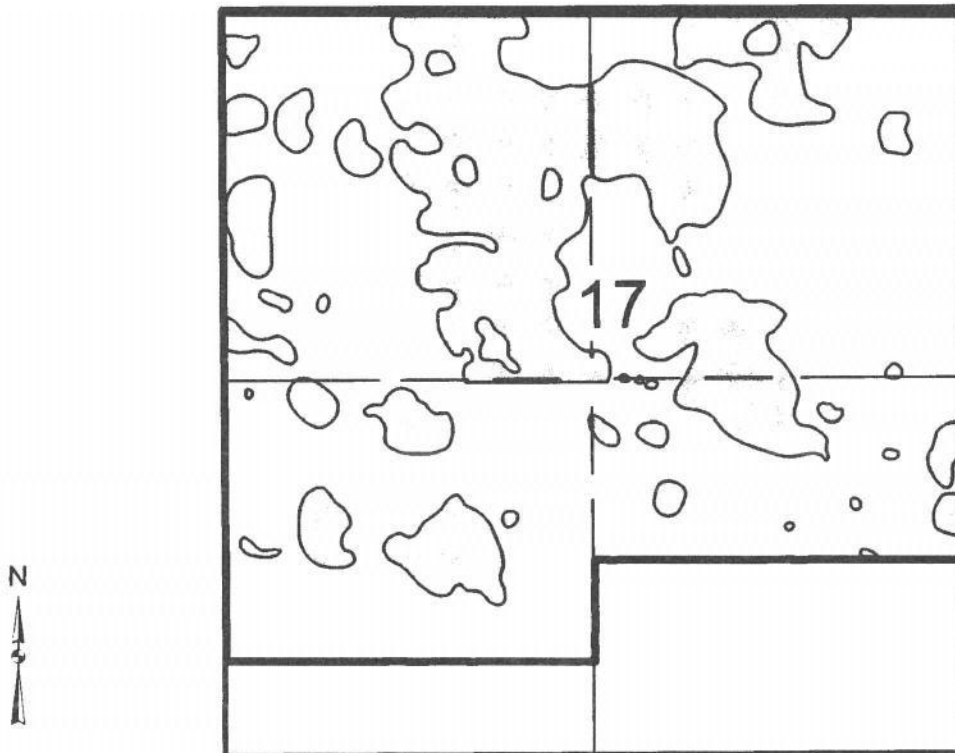
Map: 4 of 6

WATERFOWL PRODUCTION AREA Beadle County, State of South Dakota

EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 112 N., R. 65 W., 5th Principal Meridian

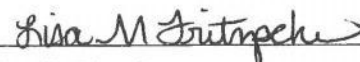
Section 17, N1/2, SW1/4 EXCEPT the south 685.11 feet, SE1/4 EXCEPT the south 1,380 feet.




Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated June 15th, 2023, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.


Joseph E. Fritzsche


Lisa M. Fritzsche

Legend:

- Boundary of Easement Description
-  Wetlands Covered by Provisions of this Easement

Map prepared by: Chad Carlson, Realty Specialist

Date: 5/15/2023

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

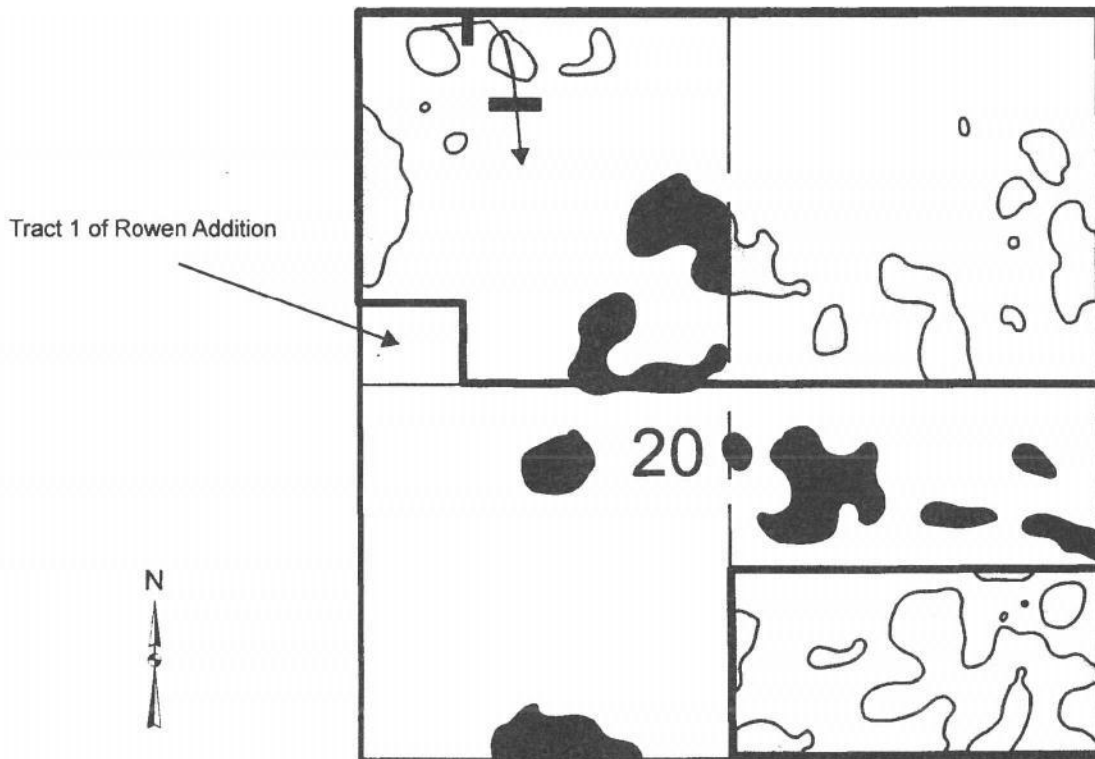
TRACT: 523X-2-5

Map: 5 of 6

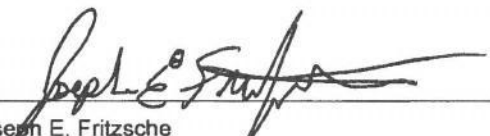
WATERFOWL PRODUCTION AREA Beadle County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 112 N., R. 65 W., 5th Principal Meridian

Section 20, N1/2 EXCEPT Plat of Tract 1 of Rowen Addition in the NW1/4, S1/2SE1/4.





This map delineates wetlands referred to in the easement conveyance dated June 15th, 2023, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.



Joseph E. Fritzsche


Lisa M. Fritzsche

Legend:

 Boundary of Easement Description

 Wetlands Covered by Provisions of this Easement

 Wetlands protected by Waterfowl Management Rights easement 189X, recorded in Book 355, Page 171.

Map prepared by: Chad Carlson, Realty Specialist

Date: 5/15/2023

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 523X-2-5

Map: 6 of 6

WATERFOWL PRODUCTION AREA Beadle County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 112 N., R. 65 W., 5th Principal Meridian

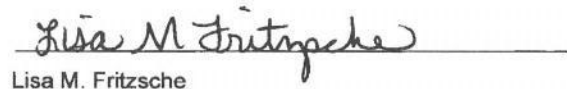
Section 21, W1/2NE1/4, NW1/4, W1/2SW1/4, NE1/4SW1/4.



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated June 15th, 2023, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.


Joseph E. Fritzsche


Lisa M. Fritzsche

Legend:



Boundary of Easement Description



Wetlands Covered by Provisions of this Easement



Wetland Restoration Structure



Wetlands protected by Waterfowl Management
Rights easement 201X, 1-3, recorded in Book 355, Page 185
and

Wetlands protected by Waterfowl Management
Rights easement 232X, recorded in Book 355, Page 210.

Map prepared by: Chad Carlson, Realty Specialist Date: 5/15/2023