

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

THIS INDENTURE, by and between **Louis J. Kulesa and Cynthia M. Kulesa, his wife, of Webster, South Dakota**

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d(c); 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; and the Land and Water Conservation Fund Act, 16 U.S.C. 480 I-9(a)(1), authorize the Secretary of the Interior to acquire lands and waters or interests therein for the development, advancement, management, conservation, and protection of fish and wildlife 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 Eleven Thousand Five Hundred Twenty -- Dollars (\$ 11,520.00), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, 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

Day _____ County, State of South Dakota, to-wit:
T. 124 N., R. 53 W., 5th P.M.
sec. 11, NE½

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.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; 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 person 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.

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4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and their heirs who shall come into ownership or possession of the lands subject to this easement. The Grantor 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. 669dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States 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 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

35750 Mr. J. Kulesa, 1500 15th Avenue, Webster, SD 57274
FILED THIS 4th DAY OF APRIL 1999 AT 10:00 A.M. BOOK PAGE 189
BY [Signature] DEPUTY REGISTER OF DEEDS
FEE \$ 14.50

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. Payment of the consideration will be made by a United States Treasury 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 Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

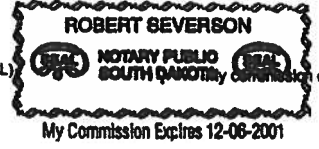
IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 29th day of April, 1999

Louis J. Kulesa (L.S.) Cynthia M. Kulesa (L.S.)
Louis J. Kulesa (L.S.) Cynthia M. Kulesa (L.S.)

ACKNOWLEDGMENT

STATE South Dakota)
COUNTY Day) SS
On this 29th day of April in the year 1999 before me personally appeared
Louis J. Kulesa and Cynthia M. Kulesa, his wife

and who executed the foregoing instrument and acknowledged to me that they (he/she) executed the same as their (his/her) free act and deed.



[Signature]
Notary Public
12-6-2001

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this day of AUG 26 1999.

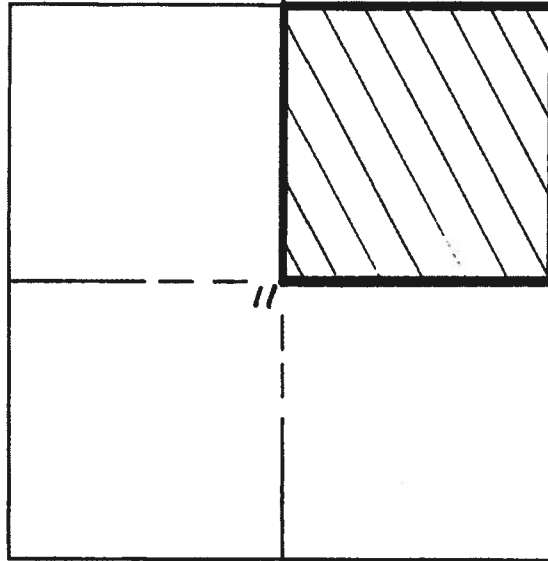
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
By: [Signature]
Title: CHIEF, DIVISION OF REALTY
U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT 559G

MAP 1 of 1

WILDLIFE MANAGEMENT AREA Day COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 124 N., R. 53 W., 5th PRINCIPAL MERIDIAN
sec. 11, NE $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 4/29/1999 which the parties of the first part agree to maintain as a wildlife management area.

Louis J. Kubana
Landowner Signature

Cynthia M. Halverson
Landowner Signature

Landowner Signature


Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

_____ Boundary of Easement Description

 Lands covered by provisions of the easement

Prepared by: Robert Severson Date: 04-26-1999

EASEMENT

Frank Kulesa Grenville, South Dakota, P.O., grantor, for a valuable consideration, receipt of which is hereby acknowledged, hereby grants to the State of South Dakota, by and through its Department of Game, Fish and Parks, grantee, of Pierre, South Dakota, P.O., the easement and right to enter upon the following described real estate owned by the grantor and situated in Day County, South Dakota, to-wit:

The area beginning 68.3 rods West of the Northeast corner of the Southeast one quarter of the Northeast one quarter, thence 43.3 rods West, thence 18 rods South, thence 43.3 rods East, thence 18 rods North to point of beginning, being situated in the South one-half the Northeast one-quarter of Section 11, T124N, R53W. of the Fifth P.M. Area five (5) acres.

and the easement and right to establish upon, and maintain the above described land as a wildlife development area; to enclose the area with a substantial fence, post the area with signs designating the tract as a wildlife development area; and the right to enter upon said land at any time for the purpose of preparing the ground for planting; to plant seeds, shrubs and trees thereon. Cultivation of the trees and shrubs shall be done by the grantee the first year or the year that the trees and shrubs are planted. The grantor will be responsible for the cultivation of said trees and shrubs for five (5) years following the first year. Under existing regulations the grantor by applying to the Production Marketing Administration is eligible for maintenance payments.

The grantor further grants to the grantee, the right to post said area and prohibit hunting thereon, whenever such action is deemed necessary by the grantee for the protection and conservation of wildlife on said area.

It is understood and agreed by the parties hereto that any fences placed on the above land by the grantee shall be considered personal property and in case of termination of this easement or abandonment of the project, the said fences may be removed from the land by the grantee.

This easement shall expire January 1, 1960.

Dated this 12th day of August, 1949.

FRANK KULESA

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF Day)

On this the 12th day of August, 1949, before me, Erling Podoll, the undersigned officer, personally appeared Frank Kulesa, known to me or satisfactorily proven to be the person who is described in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

ERLING PODOLL
Notary Public, South Dakota



My Commission Expires: August 2, 1952.

Filed for record this 1st day of February, 1950, at 8 o'clock A.M. and recorded in Vol. B34 of Misc. page 633.

ESTHER FARNES, REGISTER OF DEEDS.

3-1916
July 1960

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 Frank Kulesa and Sally P. Kulesa, his wife, residing at Grenville, 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 and pothole areas, and interests therein; and

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable in their present condition for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of nine hundred twenty-five Dollars (\$925.00), 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, a perpetual easement or right of use for the maintenance of the land described below as a waterfowl production area, including the right of access thereto by authorized representatives of the United States:

T. 124 N., E. 57W., 5th P. M., Day County South Dakota

sec. 7, lots 3 and 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
sec. 11, NE $\frac{1}{4}$
sec. 16, NE $\frac{1}{4}$ SW $\frac{1}{4}$
sec. 18, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Subject, however, to all existing rights-of-way for highways, roads, railroads, 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 successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid land as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any of the wetlands, including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or hereafter occurring on the above-described tract, by ditching or any other means; by not filling in with earth or any other material, any low areas or wetlands, including lakes, ponds, marshes, sloughs, swales, swamps, or potholes; and by not burning 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, licensees, 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, and burning provisions mentioned above.

Areas of existing marsh vegetation and depressions which may hold water during certain periods, as well as existing drainage facilities, including drainage ditches, tiles, outlets, and pumps, are shown on a map of the above-described property, a copy of which has been filed with a copy of this document in the files of both of the parties hereto.

SPECIAL PROVISIONS

1. This indenture shall be of no force or effect until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative.
2. In the event the use of the land covered by this indenture is required by a body possessing the power of eminent domain for public purposes other than draining the land, the Secretary of the Interior or his authorized representative may release the rights of the United States under this indenture upon the payment of the pro rata amount of the consideration for the unexpired term of this indenture.
3. Notice of acceptance of this agreement shall be given the parties of the first part by certified

mail addressed to Frank Kulesa at Grenville, South Dakota, and such notice shall be binding upon all of the parties of the first part without sending a separate notice to each.

4. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

5. 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.

6. Payment of the consideration will be made by Disbursing Officer's check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and processing of the usual Government voucher.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 1st day of February, 1963.

FRANK KULESA (L.S.)
Frank Kulesa
SALLY P. KULESA (L.S.)
Sally P. Kulesa
(L.S.)
(L.S.)

ACKNOWLEDGMENT

STATE OF South Dakota }
COUNTY OF Day } ss:

On this 1st day of February, in the year 1963, before me personally appeared Frank Kulesa and Sally P. Kulesa, 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.



GERALD C. PEARSON
Gerald C. Pearson
Notary Public
(Official Title)
My commission expires May 8, 1970

ACCEPTANCE

This indenture is accepted on behalf of the United States this 9 day of May 1963, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA
By R. W. BURRIS
Regional Director
Title Bureau of Sport Fisheries and Wildlife

OFFICE OF REGISTER OF DEEDS

Day County }
South Dakota } ss

Filed for Record this 16th day of May A. D. 1963 at 10:35 o'clock A. M. and Recorded in Vol. B 52 of Misc. pages 552 and 553.

JEFFERS NELSON
Register of Deeds

By Emma O. Hedman, Deputy

Fees \$ 3.50