

Form 5-1-16
 (Revised April 1970)

COPY

NO. 153856
 BOOK 161 PAGE 193

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 Dean W. Anderson and Ramona M. Anderson, his wife, of Twin Brooks, South Dakota and Arnold Christensen and Ermina Christensen, his wife, of 701 South Ninth Street, Milbank, 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 8 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

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

NOW, THEREFORE, for and in consideration of the sum of (\$ 3250.00—)

---Three Thousand Two Hundred Fifty----- Dollars, the parties of the first part do 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 nine months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, 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 access thereto by authorized representatives of the United States:

Grant County, South Dakota
T. 120 N., R. 51 W., 5th P.M.
 sec. 13, SW $\frac{1}{4}$;
 sec. 14, SE $\frac{1}{4}$.

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

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, awamps, or potholes, now existing or recurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter recurs due to natural causes; and by not 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, 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.

Accepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the provisions of this easement. The above exceptions are shown on a map certified by the Regional Director at the time of acceptance.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Mr. Dean W. Anderson at RFD, Twin Brooks, South Dakota 57269 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

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3. ...s further mutually agreed that no Member 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 after acceptance of this indenture by the Secretary of the Interior or his authorized representative and after the Attorney General, or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

COPY

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this

17th day of March, 1976.
Dean W. Anderson (L.S.)
Ramona M. Anderson (L.S.)
Arnold Christensen (L.S.)
Ermina Christensen (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota
COUNTY OF Grant

On this 17th day of March, in the year 1976, before me personally appeared Dean W. Anderson and Ramona M. Anderson, his wife, and Arnold Christensen and Ermina Christensen, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (HEX) executed the same as their (WIF) free act and deed.

Notary Public
(Official Title)
1-29-82
My commission expires

(SEAL)

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 MAY 28 1976

THE UNITED STATES OF AMERICA
By Frank R. Richardson
Acting Regional Director
Bureau of Sport Fisheries and Wildlife
U. S. Fish and Wildlife Service

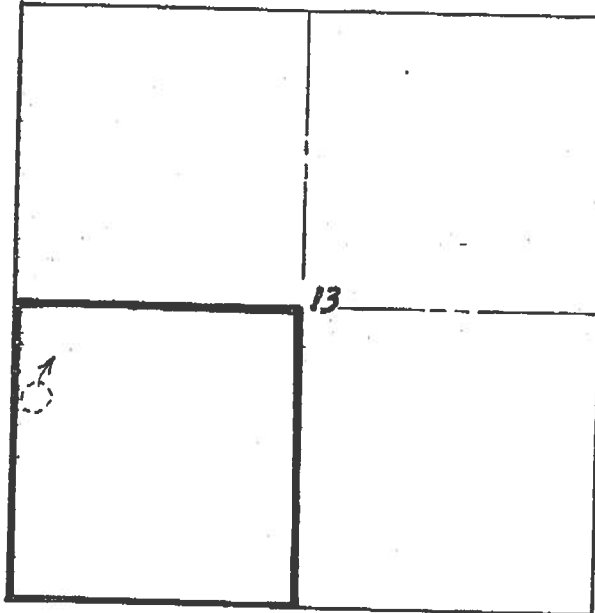
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United States Department of the Interior
Fish and Wildlife Service

DRAINAGE FACILITY MAP

ANDERSON ET AL, DEAN W. TRACT (92X) 160.00 ACRES
WATERFOWL PRODUCTION AREA GRANT COUNTY SOUTH DAKOTA
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED
DESCRIPTION: T. 120 N., R. 51 W. FIFTH PRINCIPAL MERIDIAN
Sec. 13, SW₄.



I hereby certify that this map represents the excepted drainage ditches and/or deleted wetlands MAY 28 1976 the easement agreement executed 3/17/76 and accepted on _____, and that an exact duplicate was mailed to Dean W. Anderson on MAY 28 1976

(Sgd.) Frank R. Richardson

Acting Regional Director



Wetlands Deleted from the Provisions of the Easement



Wetlands Drained



Open Ditch

Scale - 4 inches = 1 mile

Map drawn by: HPF Date: 5-22-76

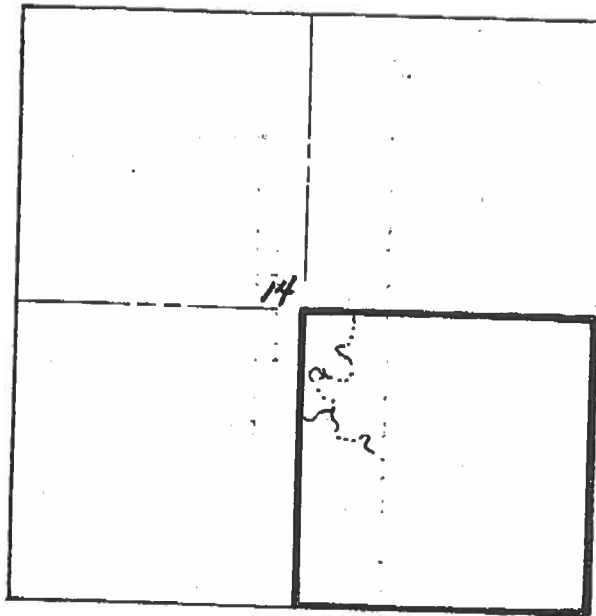
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United States Department of the Interior
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DRAINAGE FACILITY MAP

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EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED
DESCRIPTION: T. 120 N., R. 51 W. FIFTH PRINCIPAL MERIDIAN
Sec. 14, SE $\frac{1}{4}$.



Official
W Seal
STATE OF SOUTH DAKOTA, COUNTY OF GRANT - 88.
day of March 1976 at Grant, South Dakota
By John A. Blevins Deputy
Register of Deeds

I hereby certify that this map represents the excepted drainage ditches and/or deleted wetlands referred to in the easement agreement executed 3/17/76 and accepted on MAY 28 1976, and that an exact duplicate was mailed to Dean W. Anderson on MAY 28 1976.

(Sgd.) Frank R. Richardson

Acting Regional Director



Wetlands Deleted from the Provisions of the Easement

Wetlands Drained

----- INTERMITTENT STREAM

Open Ditch

Scale - 4 inches = 1 mile

Map drawn by: HPF Date: 3-22-76