

3-1916
Rev. 1963

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

249X

THIS INDENTURE, by and between Harry S. Swanson and June Swanson,
his wife, of Bristol, South Dakota

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of
the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended
by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the
Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl
production areas:

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

fifty

NOW, THEREFORE, for and in consideration of the sum of five hundred / Dollars
(\$550.00), the parties of the first part hereby convey to the United States, commencing with
the acceptance of this indenture by the Secretary of the Interior or his authorized representative
which acceptance must be made within SIX months of the execution of this indenture by the parties
of the first part, or any subsequent date as may be mutually agreed upon during the term of this
option, an easement or right of use for the maintenance of the land described below as a waterfowl
production area in perpetuity, including the right of access thereto by authorized representatives
of the United States:

T. 123 N., R. 58 W., 5th P.M. Day County, South Dakota
sec. 26, SW $\frac{1}{4}$;
sec. 35, W $\frac{1}{2}$ NW $\frac{1}{4}$.

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

The parties of the first part, for themselves and for their heirs, successors and assigns,
covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl
production area by not draining or permitting the draining, through the transfer of appurtenant
water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales,
swamps, or potholes, now existing or reoccurring 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 reoccurs 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, 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.

Excepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the pro-
visions 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 accept-
ance, 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 HARRY S. SWANSON at Bristol, South Dakota, 57219
and such notice shall be binding upon all the parties of the first part without sending a separate
notice to each.
3. 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.

4. 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.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 9th day of October, 1969

Harry S. Swanson (L.S.)
Harry S. Swanson

June Swanson (L.S.)
June Swanson

(L.S.)

(L.S.)

(Witness) (L.S.)

(L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF DAY) ss

On this 9th day of October, in the year 1969, before me personally appeared Harry S. Swanson and June Swanson, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they ~~had~~ executed the same as their ~~own~~ free act and deed.



Alfred John Payne
Alfred John Payne

NOTARY PUBLIC
(Official Title)

My commission expires January 30, 1975

ACCEPTANCE

This indenture is accepted on behalf of the United States this day of DEC 3 1969, 19, 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 Lewis R. Garlick
Lewis R. Garlick
(Title) Deputy Regional Director
Bureau of Sport Fisheries and Wildlife

41109

STATE OF SOUTH DAKOTA, COUNTY OF DAY - SS
FILED THIS 8th DAY OF Dec 1969 AT 2:00 O'CLOCK P. M. BOOK 863 PAGE 313 + 314
Jeffers Nelson
REGISTER OF DEEDS OFFICER FEES \$ 3.50