

LA REGIONAL  
(39X)

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 Ed M. Schmaus, aka Ed Schmaus, and Rosalie Schmaus, his wife, residing at Sisseton, 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:

NOW, THEREFORE, for and in consideration of the sum of five hundred/ ten Dollars (\$ 510.00, 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. 126 N., R. 52 W., 5th PM Roberts County ~~South Dakota~~  
sec. 28, <sup>N3/4</sup>W1/2 lying East and West of Township Road as it presently exists  
sec. 29, NE1/4

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

Existing drainage facilities are shown on a map in the files of both parties.

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 Ed M. Schmaus at Sisseton, South Dakota 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 solicitors 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.

14-16-0003-7090

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 16<sup>th</sup> day of December, 1963

Ed. M. Schmaus (L.S.)  
Ed M. Schmaus

Rosalie Schmaus (L.S.)  
Rosalie Schmaus

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

Wallace O. Oien (L.S.)  
(Witness)

Wallace O. Oien  
\_\_\_\_\_  
(L.S.)

ACKNOWLEDGEMENT

STATE South Dakota )  
COUNTY OF Roberts ) ss

On this 16th day of December, in the year 1963 before me personally appeared Ed M. Schmaus and Rosalie Schmaus, 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 (L.S.) free act and deed.

Wallace O. Oien

Notary Public  
My Commission Expires  
July 31, 1970  
WALLACE O. OIEN

My commission expires \_\_\_\_\_



ACCEPTANCE

This indenture is accepted on behalf of the United States this \_\_\_\_\_ day of \_\_\_\_\_, 1964, 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).

37467

THE UNITED STATES OF AMERICA

By W. P. Schaefer

(Title) Acting Regional Director  
Bureau of Sport Fisheries and Wildlife

STATE OF SOUTH DAKOTA }  
ROBERTS COUNTY } ss

Filed for record on the 22 day of April, 1964, at 1:30 o'clock P.M. and recorded in Book M.B.S. page 71.67.6

Register of Deeds

Grassland Easement  
November 1989

694

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

THIS INDENTURE, by and between *William N. Schmaus, a single person, of Sisseton, South Dakota*

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, 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. 4601-9(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 Fifteen Thousand One Hundred Dollars (\$ 15,100.00), 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 the 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 Roberts County, State of South Dakota, to-wit:

T. 126 N., R. 52 W., 5th P.M.  
sec. 28, NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$   
sec. 29, NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$

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 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 9 calendar months from the 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 and for their heirs, successors, assigns, lessees, and any other 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 until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features, 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.
4. This easement and the covenants and agreements contained herein shall run with the land, 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.

Book MS7 Page 694

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 of America 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 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 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 AMERICA, of 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 addressed to Mr. William N. Schmaus, ~~XXXXXX~~ <sup>5 Main</sup> Sisseton, SD 57262 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 13th day of June, 1991.

William N. Schmaus (L.S.) \_\_\_\_\_ (L.S.)  
 William N. Schmaus  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)

ACKNOWLEDGMENT

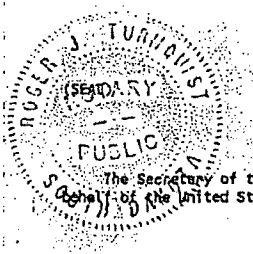
State SOUTH DAKOTA )  
County of BROWN )ss

On this 13th day of June, in the year 1991, before me personally appeared William N. Schmaus, a single person

, known to me to be the person(s) described in 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.

Roger J. Turquist  
Notary Public

My commission expires 2/18/95



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 \_\_\_\_\_, 19\_\_\_\_.

SEP 12 1991

THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR

By: Paul H. Hartmann

CHIEF, DIVISION OF REALTY

Title: U.S. Fish and Wildlife Service

Book M 57 Page 695

696

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

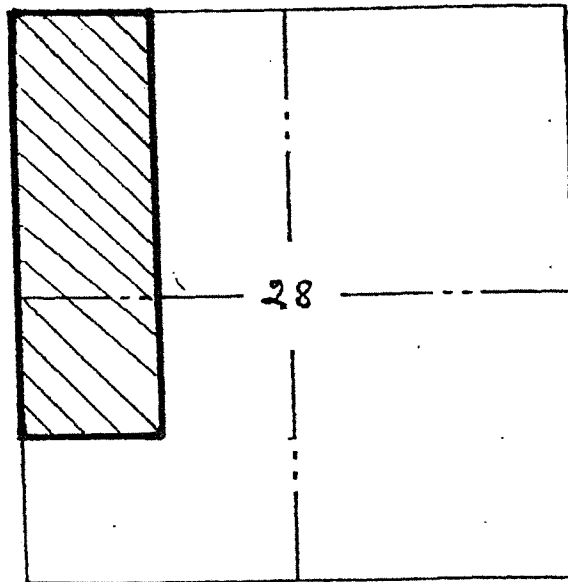
Map 1 of 2

TRACT 370G

WILDLIFE MANAGEMENT AREA Roberts COUNTY, STATE OF South Dakota

T. 126 N., R. 52 W. 5th PRINCIPAL MERIDIAN

sec. 28, W $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$



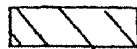
Scale: 4 inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 6/13/91  
which the parties of the first part agree to maintain as a Wildlife Management Area.

LEGEND



Boundary of Easement Description



Lands covered by provisions of the easement

*William M. Schmans*  
Landowner Signature

Prepared by: Roger Turnquist

Date: 6/12/91

Book 257 Page 696

Crossed-Easement  
November, 1989

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

Map 2 Of 2

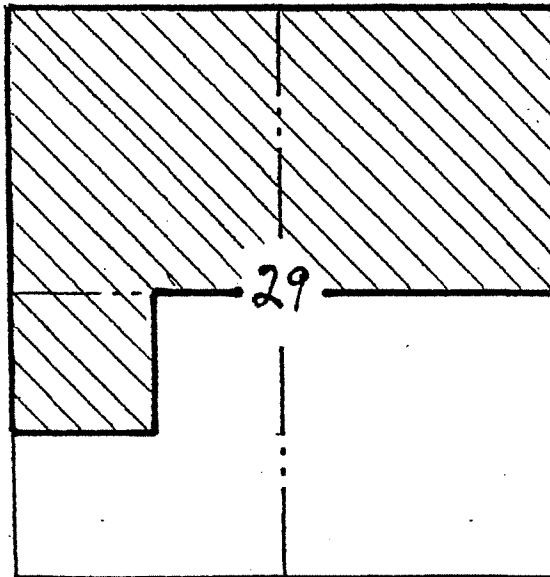
TRACT 370G

WILDLIFE MANAGEMENT AREA Roberts COUNTY, STATE OF South Dakota

T. 126 N., R. 52 W. 5th PRINCIPAL MERIDIAN

sec. 29, N $\frac{1}{2}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$

777075  
STATE OF SOUTH DAKOTA  
ROBERTS COUNTY  
Filed for record on 2<sup>nd</sup> Oct 1991 at 9:05 AM  
Book 697 Page 67  
Paul Matheson  
Register of Deeds  
Feb. 9, 91



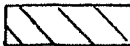
Scale: 4 inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 6/13/91  
which the parties of the first part agree to maintain as a Wildlife Management Area.

LEGEND



Boundary of Easement Description



Lands covered by provisions of the easement

*William M. Schroma*  
Landowner Signature

Prepared by: Roger Turnquist

Date: 6/12/91

Book 657 Page 69

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 Richard D. Titus and Mary Lou Titus, his wife, residing at Sisseton, South Dakota, and the Investment Corporation, a corporation under the laws of the State of 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:

NOW, THEREFORE, for and in consideration of the sum of two hundred twenty five Dollars (\$ 225.00 ), 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. 126 N., R. 52 W., 5th P.M., Roberts County, South Dakota  
sec. 29, NW¼, NW¼SW¼

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, 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 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 silt 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.

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 Richard D. Titus at Sisseton, South Dakota, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

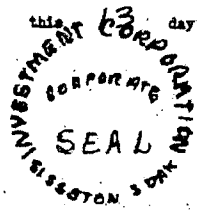
3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling 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.

3a. Vendors agree that payment shall be made to Richard D. Titus.

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 day of August, 1963

INVESTMENT CORPORATION  
BY Mary C. Jones President (L.S.)

BY [Signature] Secretary (L.S.)

[Signature] (L.S.)  
Richard D. Titus

[Signature] (L.S.)  
Mary Lou Titus

[Signature] (L.S.)  
(Witness)

[Signature] (L.S.)

ACKNOWLEDGEMENT

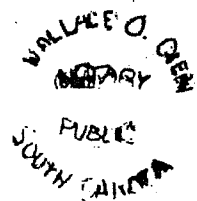
STATE South Dakota  
COUNTY of Roberts

On this 20th day of August, in the year 1963, before me personally appeared Richard D. Titus and Mary Lou Titus, 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.

Wallace O. Oien  
Wallace O. Oien

Notary Public  
(Official Title)

My commission expires July 31, 1970



ACCEPTANCE

This indenture is accepted on behalf of the United States this day of NOV - 7 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

33219

By [Signature]

(Title) Regional Director  
Bureau of Sport Fisheries and Wildlife

STATE OF SOUTH DAKOTA }  
ROBERTS COUNTY }

Filed for record on the 14 day of Nov. 1963 at 11:45 o'clock AM and recorded in Book 17, Page 317-43 of [unclear] [unclear] Register of Deeds.



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

THIS INDENTURE, by and between William N. Schraus, a single person, of Sisseton, 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, 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. 4601-9(a)(1), authorize 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 Four hundred--- Dollars (\$ 400.00 ), 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 9 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 ingress to and egress on, over, across and through any and all lands as described below by authorized representatives of the United States.

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 man-made 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 Roberts County, State of South Dakota, to-wit:

T. 126 N., R. 52 W., 5th P. M.  
sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$

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 parties of the first part, 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 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.

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.

1a. *The United States and its authorized representatives shall have the right to construct, reconstruct and maintain all wetland restoration structures shown on Exh. A*  
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.

Book 157 Page 691

- 2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Mr. William N. Schmaus, 5 Main, Sisseton, SD 57262 and such notice shall be binding upon all the parties of the first part 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 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 parties of the first part have hereunto set their hands and seals this 13th day of June, 1991

William N. Schmaus (L.S.) \_\_\_\_\_ (L.S.)  
 William N. Schmaus  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)

ACKNOWLEDGMENT

STATE SOUTH DAKOTA )  
 ) ss  
 COUNTY OF ROBERTS )

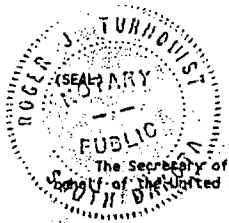
On this 13th day of June, 1991 before me personally appeared

William N. Schmaus, his/her known to me to be the person(s) described in 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.

Roger J. Turnquist  
 Notary Public

My commission expires: 2/18/95

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 \_\_\_\_\_, 19\_\_\_\_.

SEP 12 1991

STATE OF SOUTH DAKOTA } ss. 77074  
 ROBERTS COUNTY }  
 Filed for record on the 2nd day of October  
 1991 at 2:30 o'clock P.M. and recorded in Book  
1257 Page 691-693 of Final  
Carol Martin  
 Fee: 7.00 Register of Deeds.

THE UNITED STATES OF AMERICA  
 By: Paul H. Hartman

Title: CHIEF, DIVISION OF REALTY  
U.S. Fish and Wildlife Service

Book 1257 Page 692

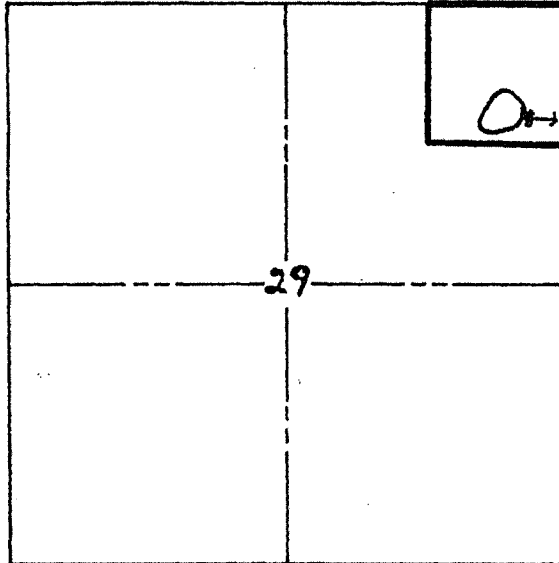
UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE  
EXHIBIT "A"

Map 1 of 1

TRACT 370X

WATERFOWL PRODUCTION AREA Roberts COUNTY, STATE OF South Dakota  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
T. 126 N., R. 52 W., 5th PRINCIPAL MERIDIAN

sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 6-13-91 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.

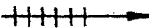
LEGEND



Boundary of Easement Description



Wetlands covered by provisions of the easement



Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out



Wetland Restoration Structure

Prepared by: Roger Turnquist Date: 5/29/91

William M. Schmaus  
Landowner Signature

★ GPO: 1982-578-453

Book M57 Page 693