

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

800-222-7594
 7000 N. 19th Ave., Suite 100
 Denver, CO 80202
 Fax: 303-733-7594

WITNESSETH:

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

T. 125 N., R. 68 W., 5th P. M.

sec. 10, S 1,254' of the SW $\frac{1}{4}$, S 792' of the SE $\frac{1}{4}$

Date Recorded: 5/15/96

Book 41 MR

Page 601-606

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.

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 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. 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 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

_____ 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 12th day of October, 1995

Albert C. Heyd (L.S.)
Albert C. Heyd

(L.S.)

Ardith E. Heyd (L.S.)
Ardith E. Heyd

(L.S.)

ACKNOWLEDGMENT

STATE SOUTH DAKOTA)
COUNTY McPHERSON)ss

On this 12th day of October in the year 1995 before me personally appeared

Albert C. Heyd and Ardith E. Heyd also known as Ardith Heyd

his wife, known to me to be the persons(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.

(SEAL) **ROGER J. TURNQUIST**
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
My Commission expires 2-18-2003

Roger J. Turnquist
Notary Public

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____.

APR 24 1996

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

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

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

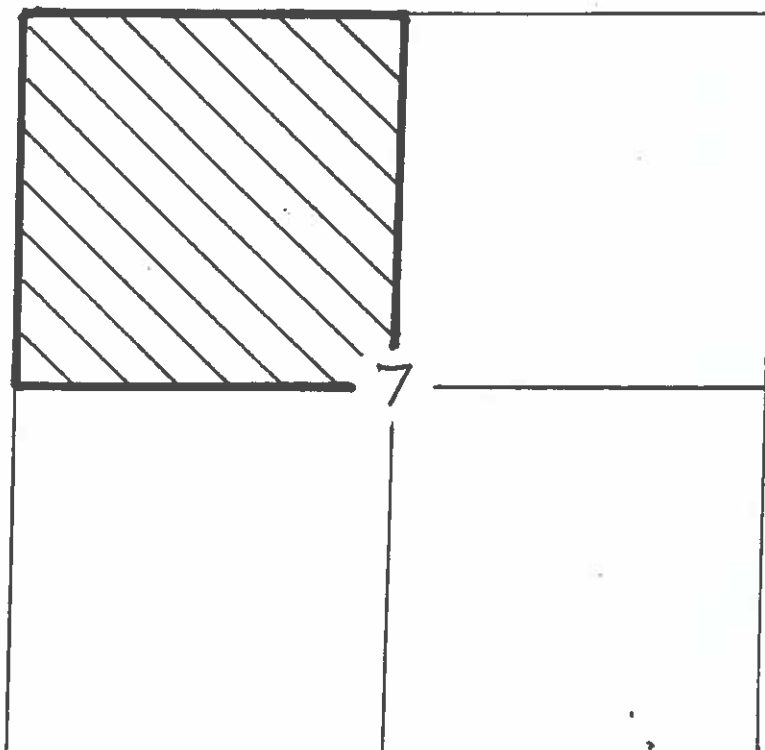
Map 1 Of 4

TRACT 661G, 1, 2

WILDLIFE MANAGEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA

T. 125 N., R. 68 W., 5th PRINCIPAL MERIDIAN

sec. 7, lots 1 & 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ also described as the NW $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 10-12-95 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

Albert C. Heyd
Landowner Signature

Prepared by: Roger J. Turnquist Date: 10-11-95

Form 3-1916

Revised October, 1989

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

PREPARED BY:

FISH & WILDLIFE SERVICE
P.O. BOX 1000
ABERDEEN, SD 57402-1000
605 / 225-7551

THIS INDENTURE, by and between Albert C. Heyd and Ardith E. Heyd also known as Ardith Heyd,
his wife, of Leola, 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 Fourteen thousand and fifty---
Dollars (\$ 14,050.00) 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 12 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 McPherson County, State of South Dakota, to-wit:

T. 125 N., R. 68 W., 5th P. M.
sec. 4, lots 3 & 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ also described as the NW $\frac{1}{4}$
sec. 7, lots 1 & 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ also described as the NW $\frac{1}{4}$
sec. 10, S $\frac{1}{2}$
sec. 15, All
sec. 16, SE $\frac{1}{4}$

Date Recorded: 5/15/96

Book 41MR

Page 524-600

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.

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 to the parties of the first part by certified mail addressed to Mr. Albert C. Heyd, [REDACTED] 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 12th day of October, 1995

Albert C. Heyd (L.S.) Ardith E. Heyd (L.S.)
 Albert C. Heyd Ardith E. Heyd also known as Ardith Heyd
 _____ (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 McPherson)

On this 12th day of October, 1995 before me personally appeared

Albert C. Heyd and Ardith E. Heyd, also known as Ardith Heyd

, his wife, 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.

(SEAL) **ROGER J. TURNQUIST**
 SEAL NOTARY PUBLIC SEAL
 SOUTH DAKOTA
 My Commission expires 2-18-2003

Roger J. Turnquist
 Notary Public

My commission expires: _____

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____.

APR 24 1996

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

71

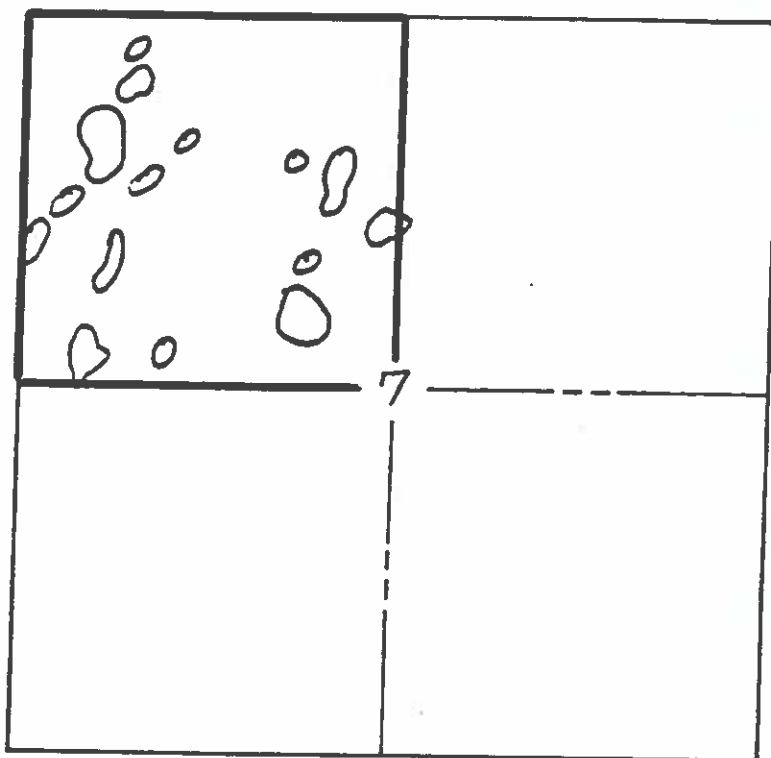
UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

Map 2 of 5

TRACT 661X.1.2

WATERFOWL PRODUCTION AREA McPherson COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 125 N., R. 68 W., 5th PRINCIPAL MERIDIAN

sec. 7, lots 1 & 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ also described as the NW $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 10-12-95 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

Albert C. Heyd
Landowner Signature

Prepared by: Roger J. Turnquist Date: 10-11-95