

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

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Emmett Peterson and Elsie Peterson, his wife
of Mina, 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 (\$ 32,720.00)

Thirty-two thousand seven hundred twenty-----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.

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. Said lands are located within, and the aforementioned right of access extends over all lands within the following
described legal subdivision(s) in Edmunds County, State of South Dakota, to wit:

T. 121 N., R. 66 W., 5th P.M.
sec. 4, S $\frac{1}{2}$ excepting that portion described in Book 8 of
Deeds, page 617

sec. 9, SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$,
E $\frac{1}{2}$ NE $\frac{1}{4}$ 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, 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 apurtenant water rights or otherwise, of
any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling in with earth or any other material
or leveling any part or portion of said delineated wetland areas; and by not burning any marsh 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.

14-16-0006-81-525

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Mr. Emmett Peterson at Mina, South Dakota 57462 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 30th day of December, 19 80


Emmett Peterson (L.S.)


Elsie Peterson (L.S.)

(L.S.)


(L.S.)

ACKNOWLEDGMENT

STATE South Dakota
COUNTY OF Edmunds } ss

On this 30th day of December, in the year 1980, before me personally appeared

Emmett Peterson and Elsie Peterson, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (they) executed the same as their (theirs) free act and deed.



Notary Public
(Notary Public)

(SEAL AFFIXED) My commission expires 10-4-87

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this SEP 2 1980 day of 19

THE UNITED STATES OF AMERICA
(SGD.) JERALD J. WILSON
By Assistant Regional Director
Refuges and Wildlife
(Title) U. S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

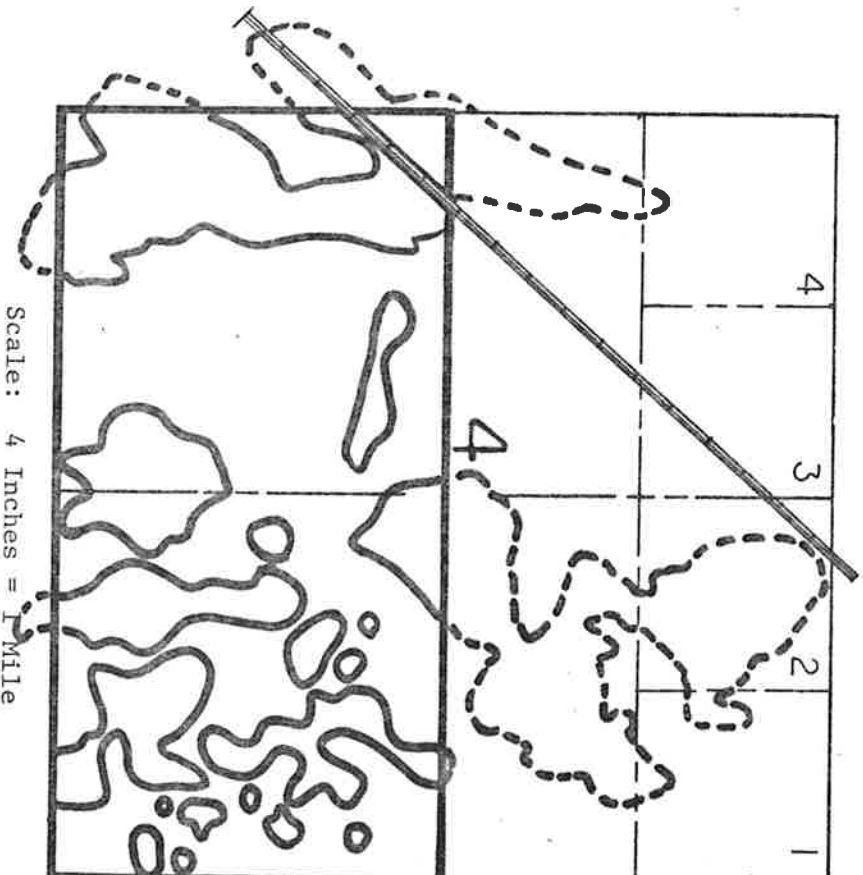
EXHIBIT "A"

Map 2 of 2

TRACT (478X,1)

WATERFOWL PRODUCTION AREA Edmunds COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934,
AS AMENDED.

T. 121 N., R. 66 W., 5th PRINCIPAL MERIDIAN
sec. 4, S $\frac{1}{2}$ excepting that portion described in Book 8 of Deeds, Page 617



This map delineates wetlands referred to in the easement conveyance dated 12-30-87 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargements of the delineated wetland areas resulting from normal or abnormal increased water.

David M. Baker
Landowner signature

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

Prepared by:

David M. Baker

Date:

12-23-87