

United States Department of the Interior U. S. Fish and Wildlife Service

Litchfield Wetland Management District 22274 615th Avenue Litchfield, Minnesota 55355 (320) 693-2849



February 4, 2015

RE: Parcel Number(s): 18-034-0080 Easement(s) 241X Kandiyohi County, Minnesota

SRO FAMILY PARTNERSHIP, LLP 4983 167TH AVE SE KINDRED, ND 58051

To whom it may concern:

In an effort to protect important wetland habitat, the U.S. Fish and Wildlife Service (Service) has acquired easements for waterfowl management purposes from willing sellers in western Minnesota, the Dakotas and parts of Montana. These wetlands are critical to America's waterfowl resource, since more than half of the ducks produced each year are from this four-state area.

Public land records indicate that you are the title holder of one or more parcels that are protected by Service easements.

All Service easements are recorded in their respective county courthouse at the time of purchase. The courthouse record serves as legal notice to you and all subsequent landowners, but as a courtesy, I am sending you this letter and a copy of the easement map for your information. The easement map includes a legal description of the property included in the easement.

Under the terms of the easement, you are not allowed to drain, fill, burn, or level the protected wetlands. If you have any tenants, then it is your responsibility to inform them about the terms of the easement. Your cooperation in this matter is greatly appreciated.

If you have any questions, please contact the Litchfield Wetland Management District office, at the address listed above, or call (320) 693-2849.

Sincerely,

Ashley Look Federal Wildlife Officer

Enclosure

UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Herbert C. Schroeder and Irene L. Schroeder, husband and wife, of Box 118, Kandiyohi, Minnesota 56251

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:

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 Kandayohi County, State of Minnesota, to wit:

T. 120 N., R. 34 N., 5th F.M.
Section 34: S 1/2 N 1/2 SE 1/4, S 1/2 SE 1/4 except the South 476 feet of the West
1,398 feet

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 appurtenant 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.

MICROFILM 32393

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Mr. & Mrs. Herbert C. Schroeder

at Box 118, Kandiyohi, Minnesota 56251

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.

| | es of the first part have hereunto set their hands and seals this |
|--|--|
| 13th day of September | , 1983 |
| | t + t + 0 = 0 |
| | (LS) Herbert C. Schroeder (LS.) (LS.) Irene L. Schroeder (LS.) |
| | Herbert U. Schroeder |
| | an broad Salinder |
| | Irene L. Schroeder (L.S.) |
| | |
| | (L.S.) |
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| | (L.S.) (L.S.) |
| | (L,5.) |
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| | ACKNOWLEDGMENT |
| STATE Minnesota |) |
| COUNTY OF Kandiyohi | \ss \ |
| • • | , |
| On this 13th day of September | , in the year 1983 , before me personally appeared |
| • | |
| Herbert C. Schroeder and Irene | e L. Schroeder , his wife, known to me t |
| be the persons described in and who executed | the foregoing instrument and acknowledged to me that they (Me) executed the sam |
| as their (fis) free act and deed. | |
| STALL OF THE | Vetter & Steamen |
| No control of the con | Betty R. Persson |
| | Meeker County, Minnesota |
| SEAL) THE PARTY OF | (Notary Public) |
| | |
| | My commission expires February 18, 1988 |
| Secoul Line | |
| manager that the tree mant are | as drafted by Betty R. Persson, an employee |
| of the U.S. Depart | tment of the Interior, U.S. Fish and Wildlife |
| | ld, Minnesota 55355. |
| | |
| • | • |
| | ACCEPTANCE |
| | |
| The Secretary of the Interior, acting behalf of the United States this | g by and through his authorized representative, has executed this agreement of day of MAR 4.9 1984 19 |
| behalf of the Office Graces this | ad or the state of |
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| | THE UNITED STATES OF AMERICA |
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| hereby certify that this divergnce is except from the | Aotibe |
| niveriane is exempt them the | |
| 1.10 | (Title) U. S. Fish and Wildlife Service |
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| niof, Realty Management Section | অ-শ্ |

UNITED STATES DEPARTMENT OF THE INTERIOR PISH AND WILDLIFE SERVICE

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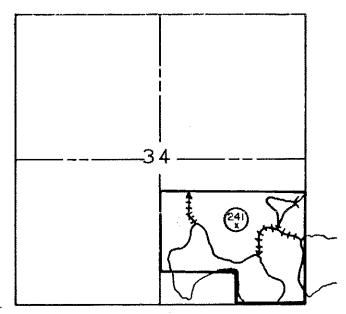
Map 1 of 1

(241X)TRACT

Kandiyohi _ COUNTY, STATE OF _ Minnesota WATERFOWL PRODUCTION AREA EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 120 N., R. 34 W., 5th PRINCIPAL MERIDIAN

Section 34: S 1/2 N 1/2 SE 1/4, S 1/2 SE 1/4 except the South 475 fest of the West 1,398 feet



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 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.

Howert C. sohroder.
Landowner Signature

LEGEND

Prepared by:

Boundary of Easement Description

Wetlands covered by provisions of the easement

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

Betty R. Pergeor, Realty Specialist