

UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between LaVerne W. Fisher, also known as LaVerne Fisher and Ina Lou Fisher, his wife 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, 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 (e)), 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 \$ [REDACTED] 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 twelve 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 Roberts County, State of South Dakota, to wit:

T. 124 N., R. 52 W., 5th P. M.

SEC. 15 - Government lot 3, N₂SE₄, SE₄SE₄

T. 127 N., R. 51 W., 5th P. M.

sec. 4 - SW₄SW₄

sec. 5 - E₂SE₄ except a parcel of land granted to Norway Evangelical Lutheran Church, 324 rods square or 2.4 acres in the SE corner as recorded in Deed Book V, Page 114

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.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to
Mr. LaVerne W. Fisher
at Rte. 3 Sisseton, South Dakota 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.

The check for the easement consideration will be made payable to the Farmers Home Administration and the landowners, as co-payees; and will be mailed to the FHA to be applied to its mortgage unless applied on a prior mortgage debt or released for other use as permitted by FHA regulations.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this
15th day of December, 1980

LaVerne W. Fisher (L.S.) _____ (L.S.)
LaVerne W. Fisher, also known as
LaVerne Fisher (L.S.) _____ (L.S.)
LaVerne Fisher
Ina Lou Fisher (L.S.) _____ (L.S.)
Ina Lou Fisher

(L.S.) _____ (L.S.)

ACKNOWLEDGMENT

STATE South Dakota
COUNTY OF Roberts

On this 15th day of December, 1980, before me personally appeared

LaVerne W. Fisher, also known as LaVerne Fisher
and Ina Lou Fisher, his wife, known to me to
be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same
as their (his) free act and deed.

George S. Nakanishi
George S. Nakanishi

(SEAL)

(Notary Public)

My commission expires 28 September, 1987

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____

In consideration of payment which is determined to be adequate from the standpoint of the FHA as mortgagee, for the foregoing easement as provided in paragraph thereof, the United States of America acting through FHA hereby subordinates its mortgage

dated 11-13-82, recorded in Book 150 page 295

of the real estate records in Roberts County, State of South Dakota to said easement.

THE UNITED STATES OF AMERICA

DEC 2 1981

THE UNITED STATES OF AMERICA

(Sgd.) Robert W. Young

By

Senior Realty Officer

(Title)

U. S. Fish and Wildlife Service

9-22-81

ONE

Jerald L. Buechler
Jerald L. Buechler

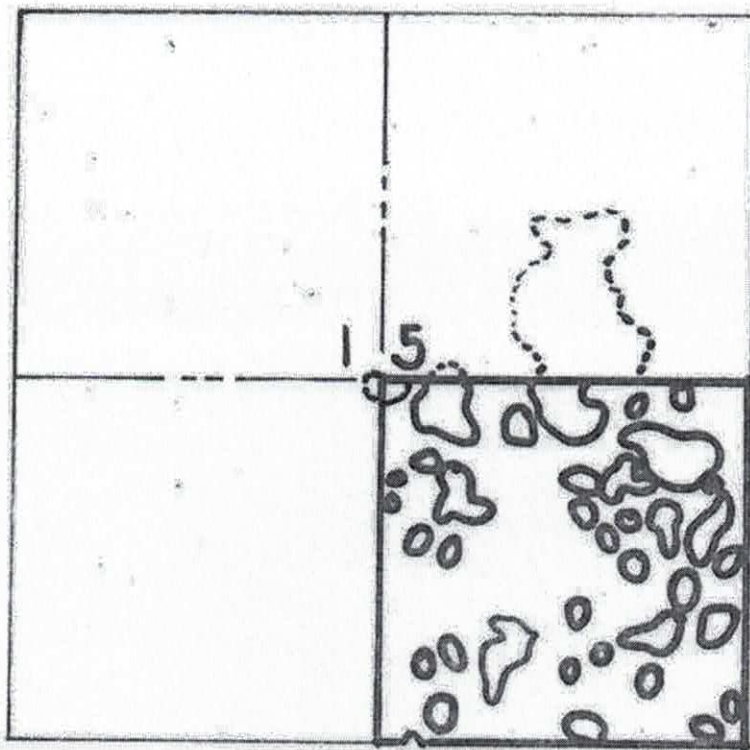
GOVERNMENT PRINTING OFFICE: 1975-879-602

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

Map 1 of 3

TRACT (314X,1)

WATERFOWL PRODUCTION AREA Roberts COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 124 N., R. 52 W., 5th PRINCIPAL MERIDIAN
sec. 15, government lot 3, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$



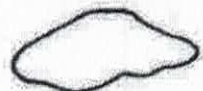
Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 12/15/80 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

Landowner Signature

Prepared by: George Nakanishi Date: 12/15/80