

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

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Isidore Grajczyk and Dorothy Grajczyk, his wife of Eden, 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 (\$ [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 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 Marshall County, State of South Dakota, to wit:

T. 125 N., R. 53 W., 5th P.M.
sec. 35, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

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 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. Isidore Grajczyk at Eden, South Dakota 57232 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 May, 1981

Isidore Grajczyk (L.S.) _____ (L.S.)
Isidore Grajczyk
Dorothy Grajczyk (L.S.) _____ (L.S.)
Dorothy Grajczyk
_____(L.S.) _____ (L.S.)
_____(L.S.) _____ (L.S.)

ACKNOWLEDGMENT

STATE South Dakota
COUNTY OF Marshall } ss

On this 13th day of May, 1981, before me personally appeared

Isidore Grajczyk and Dorothy Grajczyk, his wife

be the persons described in and who executed the foregoing instrument and acknowledged to me that they ~~are~~ ^{are} known to me to as their ~~own~~ ^{own} free act and deed.

Betty A. Kuckelburg
Betty A. Kuckelburg
Notary Public
(Notary Public)

(SEAL)

My commission expires 12-10-82

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____

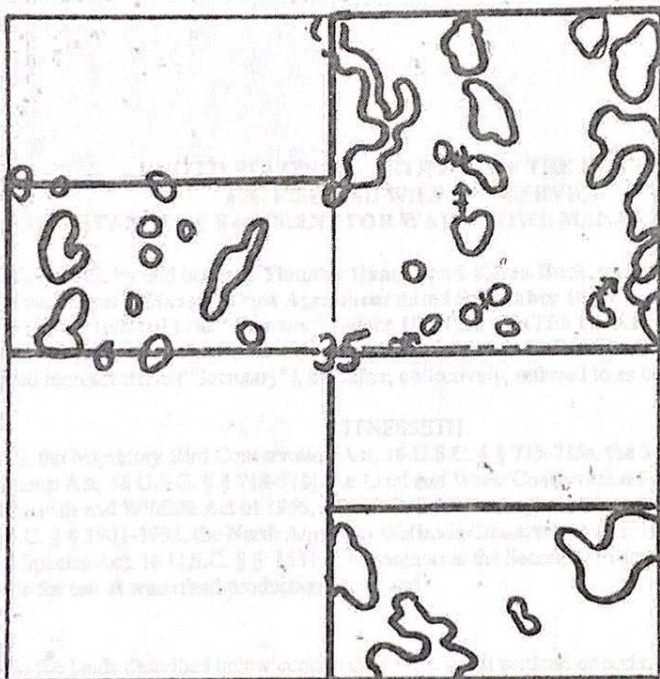
UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

Map 1 of 1

TRACT (236X,1)

WATERFOWL PRODUCTION AREA Marshall COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 125 N., R. 53 W., 5th PRINCIPAL MERIDIAN

sec. 35, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 5-13-81 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.

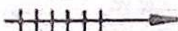
LEGEND



Boundary of Easement Description



Wetlands covered by provisions of the easement



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

Elvita G. Gussler
Landowner Signature

Prepared by: Betty A. Kuckelburg Date: 5-13-91

Prepared By:

U.S. Fish and Wildlife Service
Wetlands Acquisition Office
39650 Sand Lake Drive
Columbia, SD 57433
(605) 885-6357



**MARSHALL COUNTY, SOUTH DAKOTA
REGISTER OF DEEDS**

Record/File Date: 8/24/2021 Time: 12:15 PM

Inst Type: MISCELLANEOUS

Doc No: 202170218

Book: ZZM

Recording Fee: \$30.00

Page: 716 - 720

Transfer Fee: \$0.00

By Kalissa Stehler
Register of Deeds/Deputy

9364

Form 3-1916
Revised July 2014

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

THIS INDENTURE, by and between Timothy Hanson and Karen Buck, as successor co-trustees of the Wesley M. Hanson and Joyce L. Hanson Trust Agreement dated September 10, 2014 of 46063 127 Street, Peever, SD 57257 hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH:

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. § § 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. § § 718-718j, the Land and Water Conservation Fund Act, 16 U.S.C. § 4601-4 to 4601-11, the Fish and Wildlife Act of 1956, 16 U.S.C. § § 742a-742j, the Emergency Wetlands Resources Act of 1986, 16 U.S.C. § § 3901-3932, the North American Wetlands Conservation Act, 16 U.S.C. § § 4401-4412, and the Endangered Species Act, 16 U.S.C. § § 1531-1544, authorize the Secretary to acquire small wetland or pothole areas suitable for use as waterfowl production areas, and

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 Grantors do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary which acceptance must be made within 12 months of the execution of this indenture by the Grantor, 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. 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 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 manmade 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 Marshall County, State of South Dakota, to-wit:

T. 125 N., R. 53 W., 5th P.M.
Section 35, SW¼.

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 Grantors, 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 Grantors 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, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors 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 the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.
 - 1a. **Vendors, successors and assigns relinquish all interest in Vested Drainage Rights appurtenant to wetlands on attached Exhibit A.**
 - 1b. **The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.**
2. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to **Karen Buck 46063 127th Street, Peever, SD 57257** 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. 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 or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary 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 26 day of July, 2021.

Wesley M. Hanson and Joyce I. Hanson Trust Agreement

By: Timothy Hanson
Timothy Hanson

Print Title: Successor Co-Trustee
Title: Successor Co-Trustee

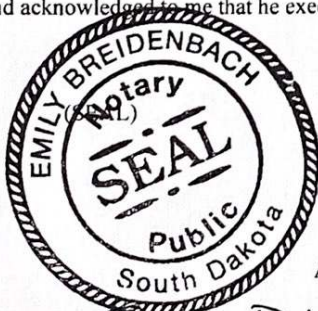
By: Karen Buck
Karen Buck

Print Title: Successor Co-Trustee
Title: Successor Co-Trustee

ACKNOWLEDGMENT FOR TRUSTEE

STATE OF South Dakota
COUNTY OF Roberts) §§

On this 26 day of July in the year 2021 before me personally appeared **Timothy Hanson, as successor co-trustee of the Wesley M. Hanson and Joyce I. Hanson Trust Agreement dated September 10, 2014**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

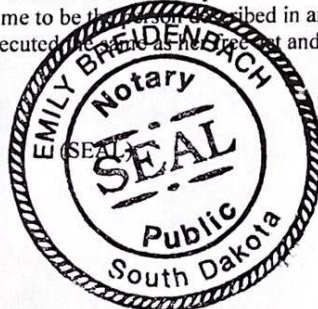


Notary Public: [Signature]
My commission expires: 8-15-23

ACKNOWLEDGMENT FOR TRUSTEE

STATE OF South Dakota
COUNTY OF Roberts) §§

On this 26 day of July, 2021 before me personally appeared **Karen Buck, as successor co-trustee of the Wesley M. Hanson and Joyce I. Hanson Trust Agreement dated September 10, 2014**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.



Notary Public: [Signature]
My commission expires: 8-15-23

ACCEPTANCE

The Secretary of the Interior, acting by and through the Secretary's authorized representative, has executed this agreement on behalf of the United States this day of **AUG 18 2021**, 20 .

THE UNITED STATES OF AMERICA

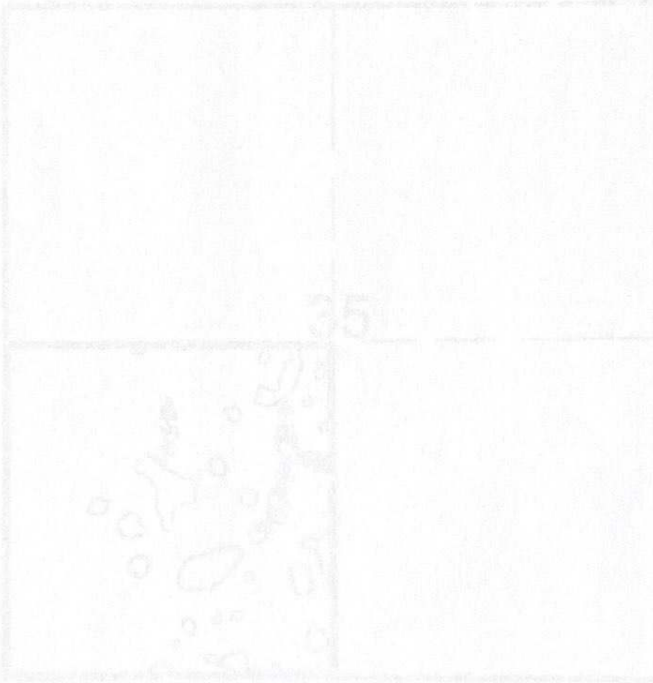
By:

Carson Mize

Chief, Division of Realty

Title:

U.S. Fish and Wildlife Service



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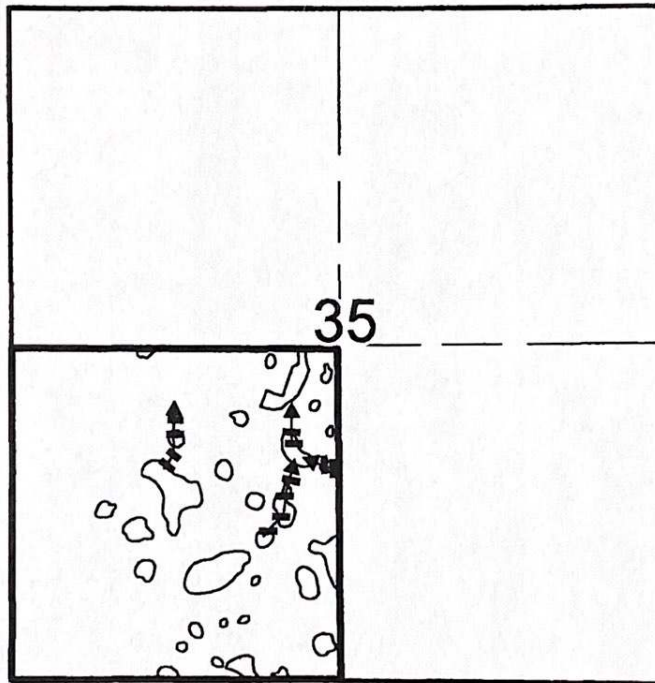
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 437X

Map: 1 of 1

WATERFOWL PRODUCTION AREA Marshall County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 125 N., R. 53 W., 5th Principal Meridian
Section 35, SW¼.



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated July 26, 2020 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.

Wesley M. Hanson and Joyce I. Hanson Trust Agreement



BY: Timothy Hanson
Timothy Hanson


Print Title: Successor Co-Trustee
Title: Successor Co-Trustee

BY: Karen Buck
Karen Buck

Print Title: Successor Co-Trustee
Title: Successor Co-Trustee

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

Map prepared by: Emily Breidenbach, Realty Specialist

Date: June 30, 2021