

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended and the Memorandum of Understanding between Farmers Home Administration and the U.S. Fish and Wildlife Service dated May 1, 1987. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" are located within the following described legal subdivision in Campbell County, State of South Dakota. The easement boundaries are further delineated on the map(s) attached hereto identified as Exhibit "A".

South One-half of the Northeast One-quarter (S1/2NE1/4) and the Northwest One-quarter of the Northeast One-quarter (NW1/4NE1/4), except the Exhibit B Easement wetland consisting of 14.1 acres more or less, of Section Twenty-four (24) and the Southeast One-quarter (SE1/4), except the Exhibit B Easements wetland consisting of 18.3 acres more or less and the Exhibit C Easement wetland consisting of 2.8 acres more or less, of Section Twenty-four (24) Township One-hundred Twenty-six (126) North, Range Seventy-four (74) West of the 5th Principal Meridian.

Southeast One-quarter of the Northeast One-quarter (SE1/4NE1/4) and the North One-half of the Northeast One-quarter (N1/2NE1/4), except the Northeast One-quarter of the Northeast One-quarter of the Northeast One-quarter (NE1/4NE1/4NE1/4) and the East One-half of the Northwest One-quarter of the Northeast One-quarter of the Northeast One-quarter (E1/2NW1/4NE1/4NE1/4) and except the Exhibit B Easement wetland consisting of 7.5 acres more or less, of Section Twenty-seven (27) and the North One-half of the Northwest One-quarter (N1/2NW1/4) except the North One-half of the Northwest One-quarter of the Northwest One-quarter (N1/2NW1/4NW1/4) and the North One-half of the South One-half of the Northwest One-quarter of the Northwest One-quarter (N1/2S1/2NW1/4NW1/4) and except the Exhibit B Easement wetland consisting of 6.9 acres more or less of Section Twenty-seven (27) all being in Township One-hundred Twenty-six (126) North, Range Seventy-three (73) West of the 5th Principal Meridian.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area unless prior approval in writing is granted by the U.S. Fish and Wildlife Service. The construction of fences needed for the purpose of livestock retention will be permitted within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or any activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) placing of refuse, wastes, sewage, or other debris; (2) draining, dredging, channeling, filling, pumping, diking, impounding and related activities; or (3) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area.

C. No alteration of grassland, wildlife habitat or other natural features, and no agricultural crop production upon the habitat areas delineated on Exhibit "A" Map(s), unless prior approval in writing is granted by the U.S. Fish and Wildlife Service. The landowner shall have the right to continue grazing and haying practices in the easement area without further degradation of the vegetation or hydrology of the aforesaid lands.

D. Existing cropland areas delineated on the Exhibit "A" Map(s) can be maintained in a manner consistent with normal farming practices such as grazing, haying, cultivating, cropping, and that the utilization of the subject lands is in a customary practice so as not to degrade hydrology of the aforesaid lands.

E. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious weeds or other undesirable plants on the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct upland management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of upland values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the protection and maintenance of the upland area existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. Any ambiguities in this easement shall be construed in a manner which best effectuates plant preservation and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law order, or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, upland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of upland values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

Date: June 13, 1994

UNITED STATES OF AMERICA

By Dallas Tonsager
DALLAS TONSAGER
(Title) State Director
Farmers Home Administration

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
COUNTY OF BEADLE } ss:

On this 13th day of June, 1994, before me the subscriber, a Notary Public, in and for the above County and State, appeared Dallas Tonsager, known to me to be the State Director, Farmers Home Administration, United States Department of Agriculture, the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed of the United States of America, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at
Huron, South Dakota the day and year aforesaid.

Ellen J. Caspous
(Notary Public)

My commission expires: 6-27-97

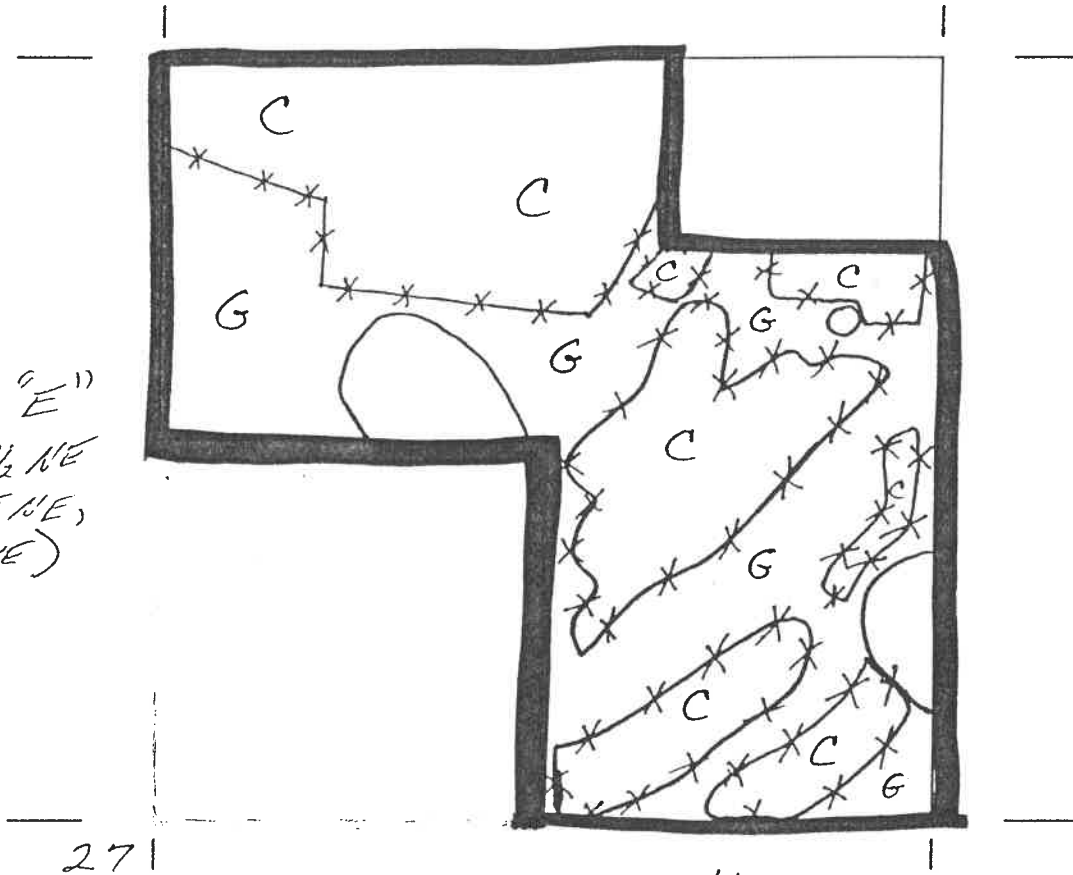
(Seal)

Business Address:
Federal Building, Room 308
200 Fourth Street SW
Huron, SD 57350-2477

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM HOME ADMINISTRATION
EXHIBIT "A"**

Map 3 of 4

CONSERVATION EASEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA
T. 126 N., R. 73 W., 5th PRINCIPAL MERIDIAN SECTION(S): 27












Scale: 4 Inches = 1/2 Mile

This map delineates the conservation easement area referred to in the easement conveyance dated June 13, 1994.

Dallas Tonsager
DALLAS TONSAGER, State Director
Farmers Home Administration

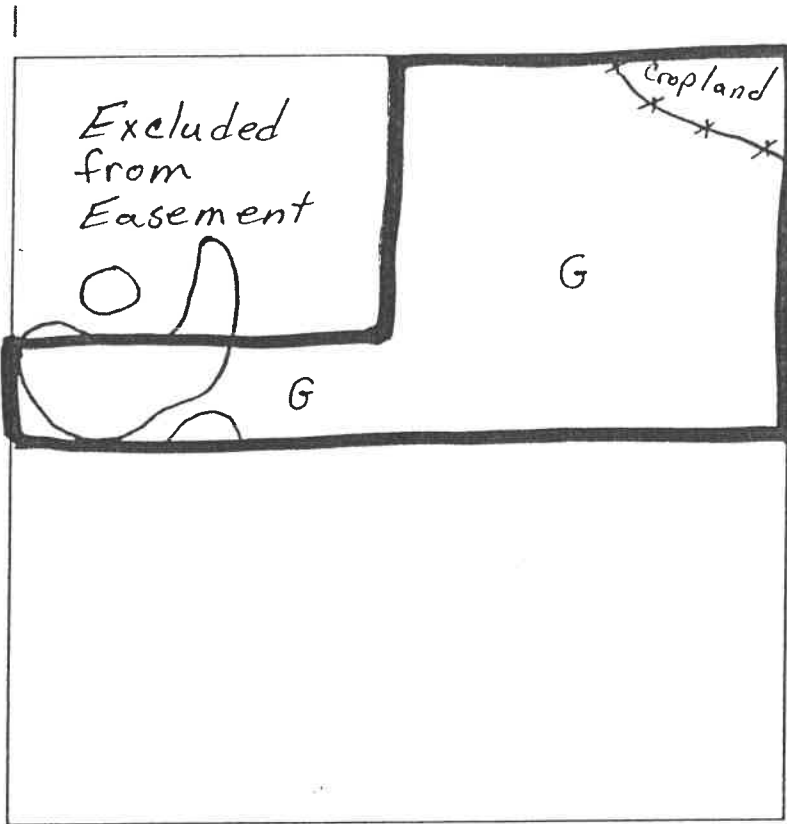
LEGEND

-  Boundary of Easement Description Area
-  Existing use line (furrow)
-  Wetlands covered by provisions of the easement
-  Restored wetlands covered by provisions of the easement
-  Floodplain covered by provisions of the easement
-  Riparian covered by provisions of the easement
-  Grassland covered by provisions of the easement
-  Nonfunctional drainage facilities covered by provisions of the easement
-  Cropland covered by provisions of the easement

UNIT STATES DEPARTMENT OF AGRICULTURE
 FARMERS HOME ADMINISTRATION
 EXHIBIT "A"

Map 4 of 4

CONSERVATION EASEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA
 T. 126 N, R. 73 W, 5th PRINCIPAL MERIDIAN SECTION (6): 27



3.1 ac. 'E'
 1/2 NW (except
 1/2 NW NW and
 1/2 S 1/2 NW NW)
 7-126-73

Scale: 4 Inches = 1/2 Mile

This map delineates the conservation easement area referred to in the easement conveyance dated June 13, 1994

Dallas Tonsager
 DALLAS TONSAGER, State Director
 Administration

- 30 acres Excluded from Easement
- N 1/2 NW 1/4 NW 1/4 and (Furrow)
- N 1/2 S 1/2 NW 1/4 NW 1/4 of 27 nt
- - 43.1 acres "E" easement
- ent
- it
- ent
- sions of the easement
- C Cropland covered by provisions of the easement

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" are located within the following described legal subdivision in Campbell County, State of South Dakota. The easement boundaries are further delineated on the map(s) attached hereto identified as Exhibit "A".

Southeast One-quarter (SE1/4) and the South One-half of the Northeast One-quarter (S1/2NE1/4) and the Northwest One-quarter of the Northeast One-quarter (NW1/4NE1/4) of Section Twenty-four (24) Township One-hundred Twenty-six (126) North, Range Seventy-four (74) West of the 5th Principal Meridian.

Northwest One-quarter of the Northwest One-quarter (NW1/4NW1/4) and the North One-half of the Northeast One-quarter (N1/2NE1/4) less the Northeast One-quarter of the Northeast One-quarter of the Northeast One-quarter (NE1/4NE1/4NE1/4) and the East One-half of the Northwest One-quarter of the Northeast One-quarter of the Northeast One-quarter (E1/2NW1/4NE1/4NE1/4) and the Southeast One-quarter of the Northeast One-quarter (SE1/4NE1/4) of Section Twenty-seven (27) and the Southwest One-quarter of the Southeast One-quarter (SW1/4SE1/4) of Section Twenty-two (22) and the Southwest One-quarter (SW1/4) and the North One-half of the Southeast One-quarter (N1/2SE1/4) of Section Four (4) all being in Township One-hundred Twenty-six (126) North, Range Seventy-three (73) West of the 5th Principal Meridian with the easement area delineated on exhibit "A" Maps consisting of 72.4 acres more or less.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) cultivation; (2) harvesting wood products; (3) burning; (4) placing of refuse, wastes, sewage, or other debris; (5) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (6) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area. The landowner shall have the right to graze domestic livestock and harvest hay by cutting or mowing, in accordance with a management plan jointly developed and agreed to by the U.S. Fish and Wildlife Service and the Soil Conservation Service (prior to the disposal of the property from inventory), provided:

(1) hay cutting or mowing is provided for in the management plan and is limited to once annually between July 15 and September 1 with the actual scheduled date set to ensure that there is adequate regrowth of vegetation to provide winter cover and early spring nesting cover;

(2) grazing is provided for in the management plan and does not exceed 25 percent Harvest Efficiency in any given year and ensures adequate regrowth of vegetation to provide winter cover and early spring nesting cover;

(3) the timing and intensity of hay cutting or mowing and of grazing shall provide for the protection and restoration of wetlands functions and values as the overriding easement purpose and the purpose of the management plan including the prohibition of both

where woody vegetation is to be maintained or established; and, (4) any subsequent changes to the timing and intensity of hay cutting or mowing and of grazing provided for in the management plan at the (time of property disposal from inventory) shall require the joint approval of the U.S. Fish and Wildlife Service of the U.S. Department of the Interior, Soil Conservation Service of the U.S. Department of Agriculture, and the landowner.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by and at the option of the easement manager either where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

25
B
easement

A. . The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement area through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices.

E. The right to conduct predator management activities.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service of the U.S. Department of Agriculture in accordance with Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

I. Any subsequent amendment to or change in the timing and intensity of (hay cutting or mowing) and (grazing) on the easement area after the date of this conveyance shall require the approval of both the easement manager and the landowner.

Date: June 13, 1994

UNITED STATES OF AMERICA

By Dallas Tonsager
DALLAS TONSAGER
(Title) State Director
Farmers Home Administration

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
COUNTY OF BEADLE } ss:

On this 13th day of June, 1994, before me the subscriber, a Notary Public, in and for the above County and State, appeared Dallas Tonsager, known to me to be the State Director, Farmers Home Administration, United States Department of Agriculture, the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed of the United States of America, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Huron, South Dakota the day and year aforesaid.

Ellen S. Caspers
(Notary Public)

My commission expires: 6-27-97

(Seal)

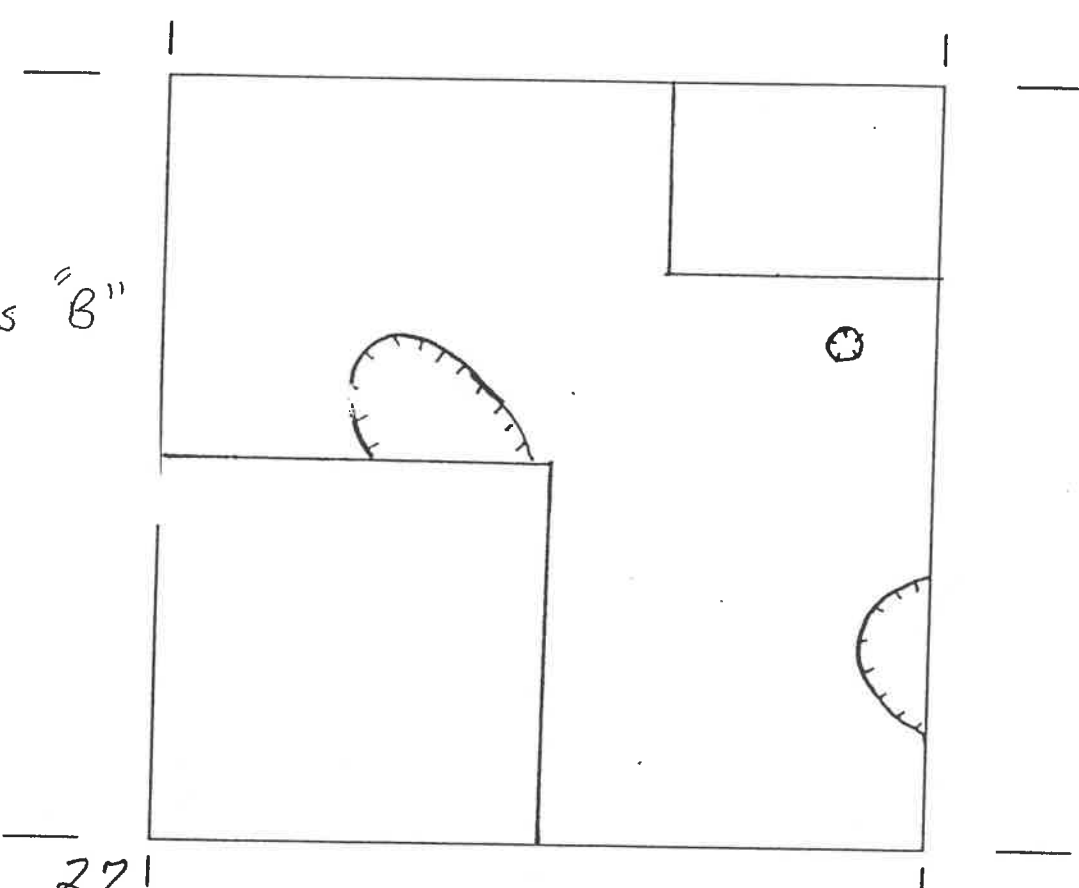
Business Address:
Federal Building, Room 308
200 Fourth Street SW
Huron, SD 57350-2477

UNITED STATES DEPARTMENT OF AGRICULTURE
 FARMER HOME ADMINISTRATION
 EXHIBIT "A"

Map 3 of 7

CONSERVATION EASEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA
 T. 126 N, R. 73 W, 5th PRINCIPAL MERIDIAN SECTION(S): 27

7.5 acres "B"







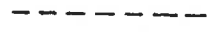




271

Scale: 4 Inches = 1/2 Mile

This map delineates the conservation easement area referred to in the easement conveyance dated June 13, 1994

Dallas Tonsager
 DALLAS TONSAGER, State Director
 Farmers Home Administration

LEGEND

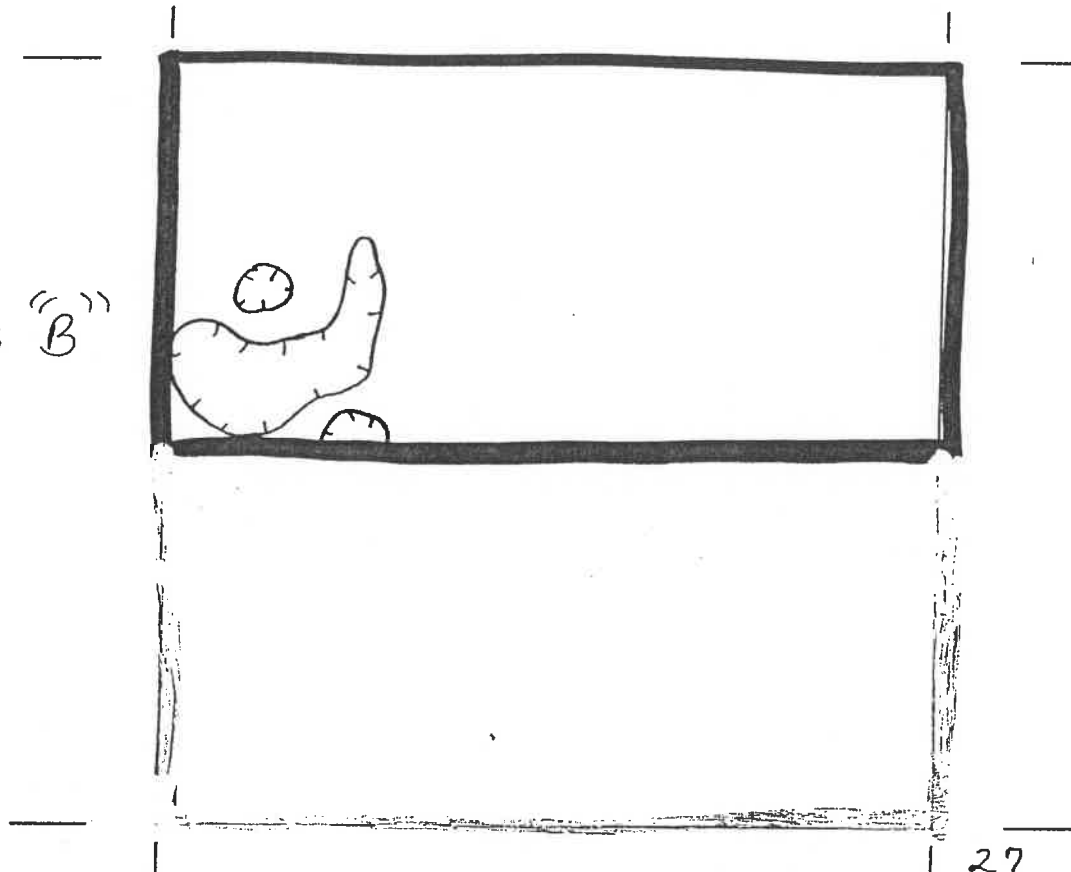
-  Boundary of Easement Description Area
-  Existing use Line
-  Wetlands covered by provisions of the easement
-  Restored wetlands covered by provisions of the easement
-  Floodplain covered by provisions of the easement
-  Riparian covered by provisions of the easement
-  Grassland covered by provisions of the easement
-  Nonfunctional drainage facilities covered by provisions of the easement
-  Cropland covered by provisions of the easement

UNITED STATES DEPARTMENT OF AGRICULTURE
 FARMERS HOME ADMINISTRATION
 EXHIBIT "A"

Map 4 of 7

CONSERVATION EASEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA
 T. 126 N, R. 73 W, 5th PRINCIPAL MERIDIAN SECTION (6): 27

6.9 acres "B"












Scale: 4 Inches = 1/2 Mile

This map delineates the conservation easement area referred to in the easement conveyance dated June 13, 1994

Dallas Tonsager
 DALLAS TONSAGER, State Director
 Farmers Home Administration

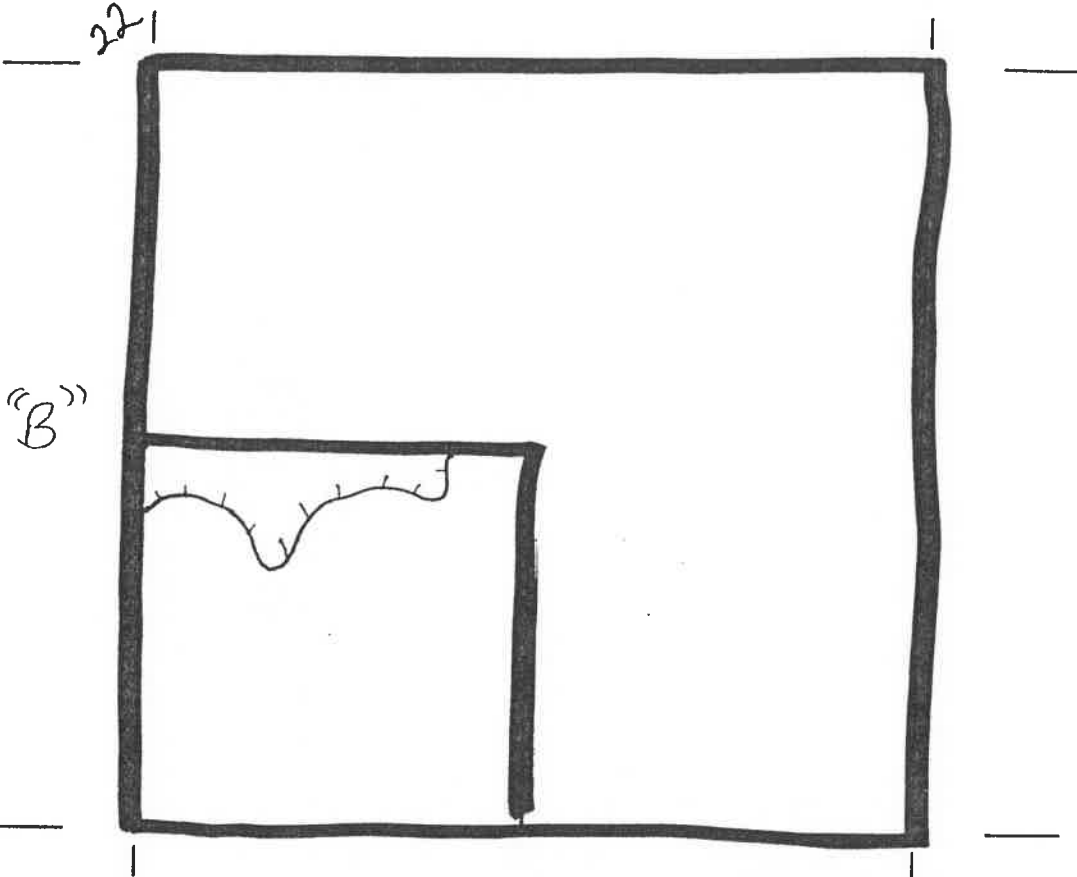
LEGEND

-  Boundary of Easement Description Area
-  Existing use line
-  Wetlands covered by provisions of the easement
-  Restored wetlands covered by provisions of the easement
-  Floodplain covered by provisions of the easement
-  Riparian covered by provisions of the easement
-  Grassland covered by provisions of the easement
-  Nonfunctional drainage facilities covered by provisions of the easement
-  Cropland covered by provisions of the easement

UNITED STATES DEPARTMENT OF AGRICULTURE
 FARMERS HOME ADMINISTRATION
 EXHIBIT "A"

Map 5 of 7

CONSERVATION EASEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA
 T. 126 N, R. 73 W, 5th PRINCIPAL MERIDIAN SECTION(S): 22










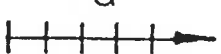
5.4 acres "B"

Scale: 4 Inches = 1/2 Mile

This map delineates the conservation easement area referred to in the easement conveyance dated June 13, 1994.

Dallas Tonsager
 DALLAS TONSAGER, State Director
 Farmers Home Administration

LEGEND

-  Boundary of Easement Description Area
-  Existing use line
-  Wetlands covered by provisions of the easement
-  Restored wetlands covered by provisions of the easement
-  Floodplain covered by provisions of the easement
-  Riparian covered by provisions of the easement
-  Grassland covered by provisions of the easement
-  Nonfunctional drainage facilities covered by provisions of the easement

UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between **Eldo A. Nehlich and Alice Nehlich, his wife,**
of Bureka, South Dakota

341X, 1-5

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 (\$ **9,350.00**)
Nine Thousand Three Hundred Fifty 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 **six** 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 **McPherson** County, State of **South Dakota**, to wit:

- T. 126 N., R. 73 W., 5th P.M.**
- sec. 15, SW $\frac{1}{4}$;
- sec. 16, E $\frac{1}{2}$ SW $\frac{1}{4}$;
- sec. 19, lots 1,2,3,4, NE $\frac{1}{4}$, E $\frac{1}{2}$ (also described as all of sec. 19)
- sec. 21, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
- sec. 22, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- sec. 27, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- sec. 32, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

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

at **Mr. Eldo A. Nehlich**
Bureau, South Dakota 57437

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

29 day of March, 1977

/s/ Eldo A. Nehlich (L.S.) _____ (L.S.)
Eldo A. Nehlich
/s/ Alice Nehlich (L.S.) _____ (L.S.)
Alice Nehlich

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

ACKNOWLEDGMENT

STATE South Dakota }
COUNTY OF McPherson } ss

On this 29 day of March, in the year 1977, before me personally appeared Eldo A. Nehlich and Alice Nehlich

_____ , 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.

/s/ Cecil E. Kaiserler

Notary Public
(Notary Public)

(SEAL)
SEAL AFFIXED

My commission expires September 18, 1983

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 _____

AUG 26 1977

By Robert W. Shultz
THE UNITED STATES OF AMERICA
(Title) Acting Deputy Regional Director
U. S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

EXHIBIT "A"

Map 6 of 7

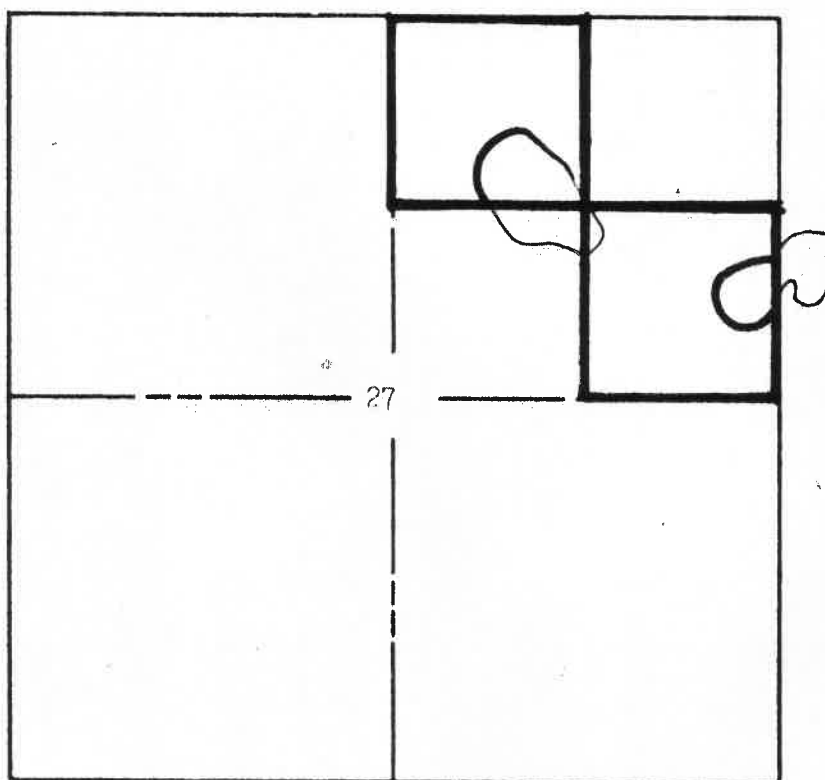
TRACT (341X,1-5)

NEMLICH, ELDO A.

WATERFOWL PRODUCTION AREA MCPHERSON COUNTY, STATE OF SOUTH DAKOTA

EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934,
AS AMENDED.

T. 126 N., R. 73 W., 5th PRINCIPAL MERIDIAN
sec. 27, NW 1/4, SE 1/4.






Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 3/29/77 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.

Eldo A. Nemlich
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: C.E. Keisacker Date: 3/29/77

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

18AX

THIS INDENTURE, by and between Otto H. Nehlich and Ruth Nehlich, his wife,
of Eureka, 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 one hundred Dollars (\$ 100.00), the parties of the first part 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 six 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 126 N., R. 73 W., 5th PM. McPherson County, South Dakota
sec. 22, SE 1/4 SW 1/4.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for 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 or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. 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, 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.

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 Otto H. Nehlich at Eureka, South Dakota 57437 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

4. 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.

5. Payment of the consideration will be made by Disbursing Officers 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 Field 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 29th day of May, 1968.

/s/ Otto H. Nehlich (L.S.)
Otto H. Nehlich

/s/ Ruth Nehlich (L.S.)
Ruth Nehlich

____ (L.S.)

____ (L.S.)

____ (L.S.)
(Witness)

____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF McPherson) ss

On this 29th day of May, in the year 1968, before me personally appeared Otto H. Nehlich and Ruth Nehlich, 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.

/s/ Herman L. Fettig

Notary Public
(Official Title)

(SEAL)
SEAL AFFIXED

My commission expires 4-2-71

ACCEPTANCE

This indenture is accepted on behalf of the United States this _____ day of **AUG 23 1968**, 1968, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

By /s/ W. P. Schaefer

(Title) Deputy Regional Director
Bureau of Sport Fisheries and Wildlife

1700

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

183X

THIS INDENTURE, by and between **Jacob Nehlich Jr. aka Jacob Nehlich and Anna Nehlich, his wife, of Bureks, 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 **one thousand four hundred** Dollars (\$ **1400.00**), the parties of the first part 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 **six** 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 126 N., R. 73 W., 5th PM. McPherson County, South Dakota
sec. 21, SW¹/₄, NW¹/₄, S¹/₂SW¹/₄;
sec. 22, NE¹/₄, NW¹/₄, W¹/₂SW¹/₄, NW¹/₄SW¹/₄.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for 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 or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. 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, 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.

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 **Jacob Nehlich** at **Bureks, South Dakota 57437**, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

4. 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.

5. Payment of the consideration will be made by Disbursing Officers 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 Field 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 29th day of May, 19 68.

/s/ Jacob Nehlich Jr. (L.S.)
Jacob Nehlich Jr.

/s/ Anna Nehlich (L.S.)
Anna Nehlich

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)
(Witness)

_____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF McPherson) ss

On this 29th day of May, in the year 1968, before me personally appeared Jacob Nehlich Jr. and Anna Nehlich, 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.

/s/ Herman L. Fettig

Notary Public

(Official Title)

(SEAL)

SEAL AFFIXED

My commission expires

4-2-71

ACCEPTANCE

This indenture is accepted on behalf of the United States this _____ day of _____

AUG 23 1968 19 _____, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

By /s/ V. P. Schaefer

Deputy Regional Director

(Title)

Bureau of Sport Fisheries and Wildlife