

Filed for Record on 6/28/2018 at 1:35 PM
and Recorded in Book MISC 30M
on Page 940-944



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

Mandy Horner
Register of Deeds

Lore Mickelson Deputy
 Recorded Compared Numerical
 Grantor TRANSFER 0.00 FEE 30.00

*grasland
easement*

Grassland Easement UNITED STATES DEPARTMENT OF THE INTERIOR
Revised July 2014 U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE is by and between Joyce E. Burke and Lynn Burke, wife and husband of 2289 Ozark Isle Drive, Camdenton, Missouri 65020 and Joan I. Oster, a single person of PO Box 244, Eureka, South Dakota 57437 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 of 1965, 16 U.S.C. § 460f-4 to 460f-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 lands and waters, or interests therein, for the conservation, development, advancement, management, and protection of fish and wildlife species and resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Seven Thousand Dollars Dollars the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, 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 described on Exhibit A are located within, and the aforementioned right of ingress and egress extends on, over, across and through any and all lands within the following-described legal subdivision(s) in Campbell County, State of South Dakota, to-wit:

T. 127 N., R. 74 W., 5th P.M.

Sec. 22, NW¼ EXCEPT the S 120' of the E 340', E¼SW¼ EXCEPT the E 340' of the NE¼SW¼.

SUBJECT, however, to all statutory rights-of-way and other 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 including sand and gravel, but not including soil, clay or scoria, unless and to the extent rights to mine such materials have vested in third parties prior to the date hereof.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary; provided, however, that such acceptance must be made within 12 calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or persons claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.
4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

Copies of the above-referenced map(s), Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon them 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 the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:
Joyce E. Burke, 2289 Ozark Isle Drive, Camdenton, MO 65020
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. **Vendors request payment to be paid as follows: \$53,688.00 to Joyce & Lynn Burke and \$53,687.00 to Joan Oster.**

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 4th day of Oct. in the year 2017.

Joyce E. Burke
Joyce E. Burke

Lynn Burke
Lynn Burke

Joan Q. Oster
Joan Q. Oster

ACKNOWLEDGMENT

STATE OF MO)
COUNTY OF Camden) §§

On this 24 day of October in the year 2017 before me personally appeared Joyce E. Burke and Lynn Burke, wife and husband of 2289 Ozark Isle Drive, Camdenton, Missouri 65020 known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



RAYNETTA AMOS
My Commission Expires
(SEAL) June 29, 2020
Camden County
Commission #12380203

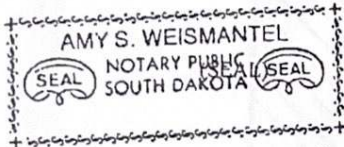
Notary Public: Raynetta Amos

My commission expires: 6-29-2020

ACKNOWLEDGMENT

STATE OF South Dakota)
) §§
COUNTY OF McPherson)

On this 4 day of Oct. in the year 2017 before me personally appeared **Joan I. Oster, a single person of PO Box 244, Eureka, South Dakota 57437** 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: Amy S Weismantel

My commission expires: 2-1-22

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 JUN 13 2018, 20_____.

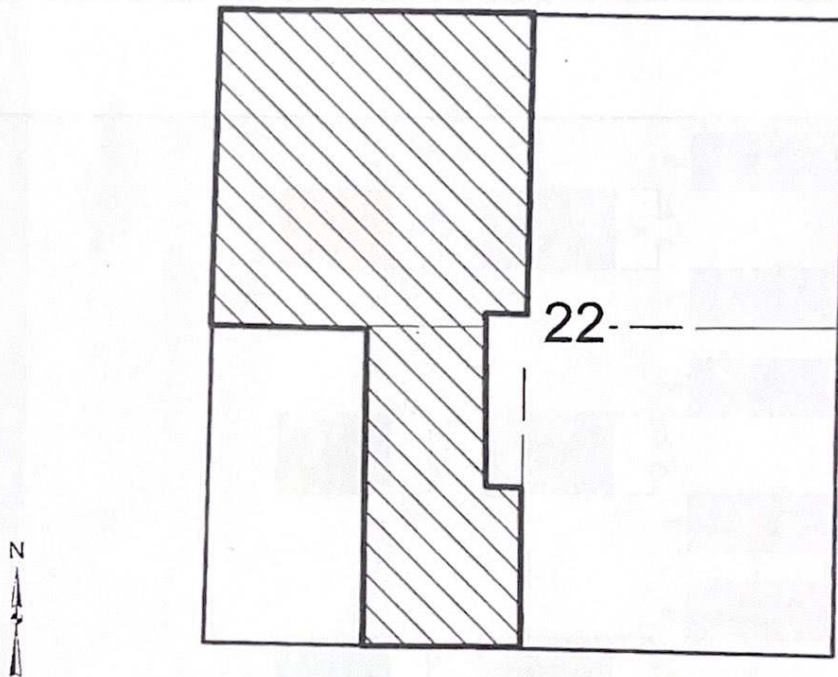
THE UNITED STATES OF AMERICA

By: Margaret J. Lang

Title: Chief, Division of Realty
U.S. Fish and Wildlife Service

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

Burke, Joyce E., et al. TRACT: 249G Map: 1 of 1
WILDLIFE MANAGEMENT AREA Campbell County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 127 N., R. 74 W., 5th Principal Meridian
Sec. 22, NW1/4 EXCEPT the S 120' of the E 340', E1/2SW1/4 EXCEPT the E 340' of the NE1/4SW1/4



Scale: 4" = 1 mile



This map delineates lands referred to in the easement conveyance dated 10/4/17, which the parties of the first part agree to maintain as a Wildlife Management Area.

Joyce E. Burke
Joyce E. Burke

Lynn Burke
Lynn Burke

Joan I. Oster
Joan I. Oster

Legend:

-  Boundary of Easement Description
 Lands covered by provisions of the easement

Map prepared by: Amy Weismantel

Date: September 22 2017

Sand Lake WMD Grassland Easement Acquisition Evaluation Form

Acquisition # _____

Acquisition Biologist Eric Hoggarth

Date 9/12/2012

Landowner Albert Oster

County Campbell

Total Acres
Considered for Easement 240

Address Po Box 244
Eureka, SD 57437

Township 127

Wetland Acres 0.0

Phone _____

Range 74

Restoration Needed No

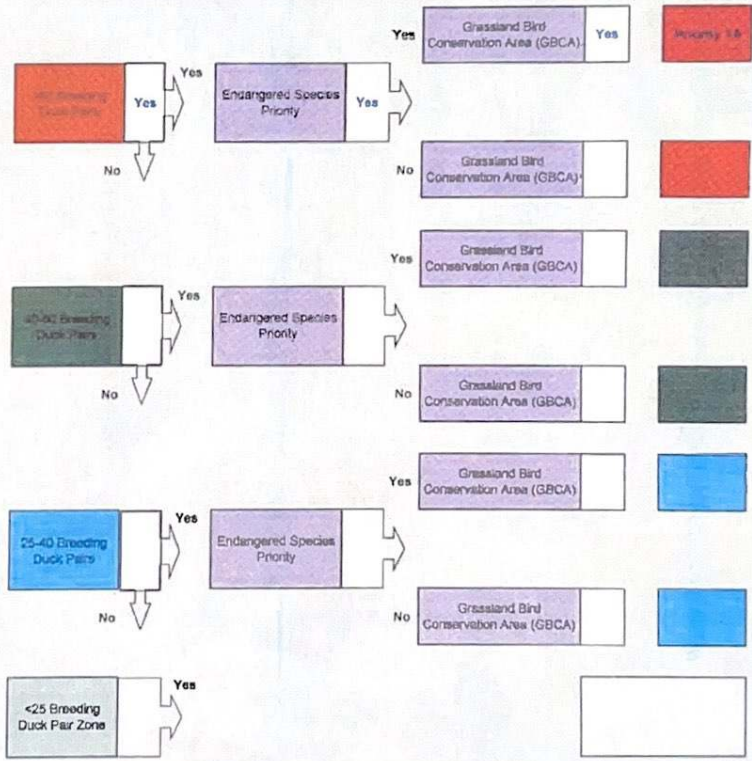
Cell Phone 605-284-2383

Section 22: NW4, E2SW4

Email _____

Comments

Unit was surveyed by Eric Hoggarth on 9/11/2012. This tract is already under wetland easement. I included everything that qualifies. There is a small piece of tame grass in the E2SW4 that was hayed upon the evaluation. This easement will still qualify if the landowner wants to carve this area out of the offer.



Endangered Species Priority List

- Piping Plover
- Whooping Crane
- Peregrine Falcon
- Least Tern
- W.P. Fringed Orchid

Recommendation: Approved

Not Approved

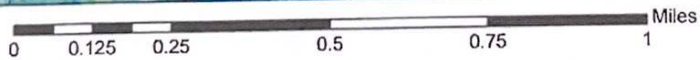
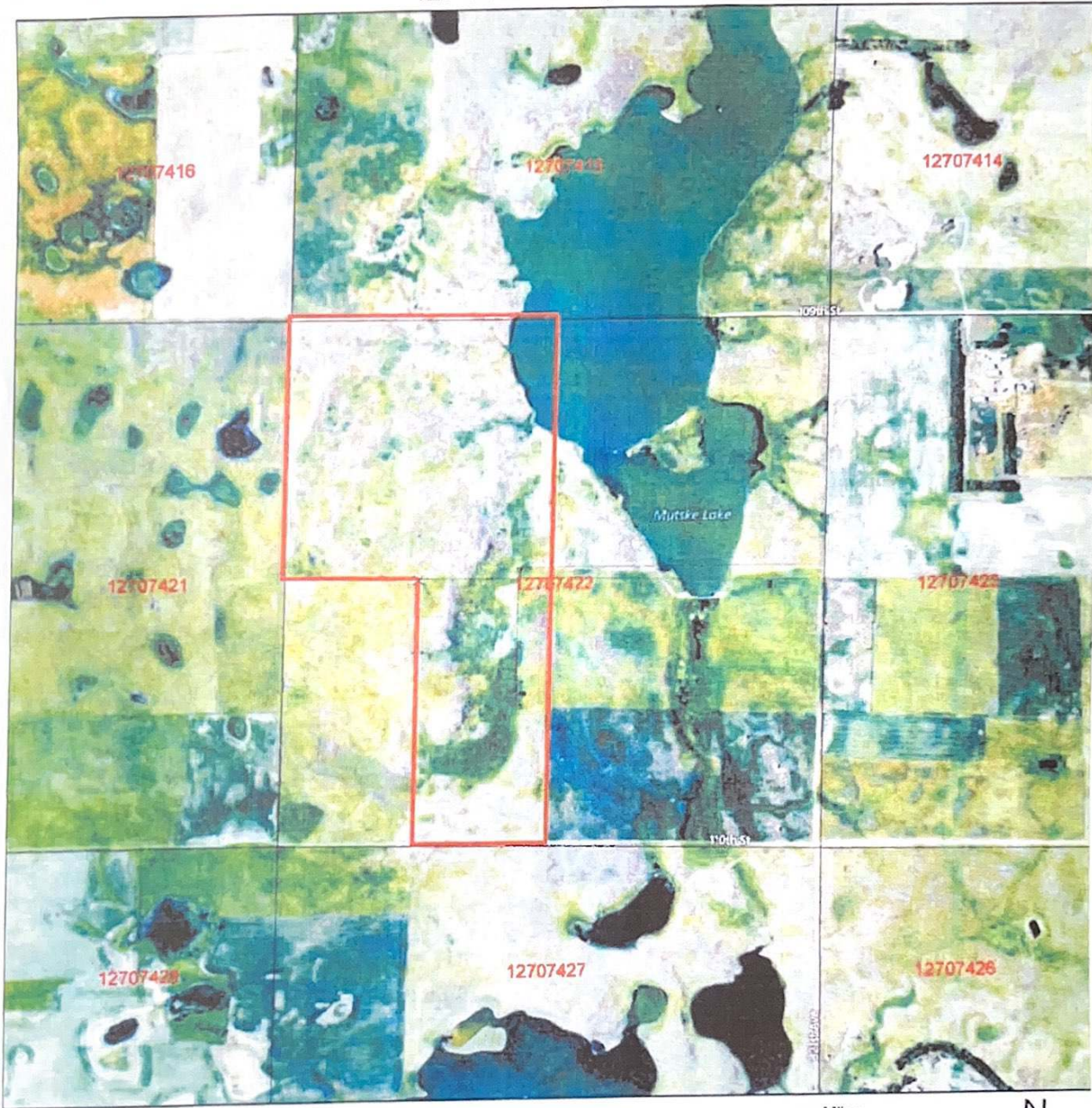
Acquisition Biologist: Eric Hoggarth

Project Leader: Jay Peterson

WATERFOWL PRODUCTION AREA

WATERFOWL PRODUCTION AREA
CAMPBELL COUNTY
TO PUBLIC HEALTH
BY ORDER OF THE BOARD OF HEALTH

Albert Oster Grass Easement Campbell County 127-74-22: NW4, E2SW4



Legend

 Grass Easement Boundary

240 acres.
4" = 1 Mile

UNITED STATES GOVERNMENT

MEMORANDUM

Date: 7-30-10

Reply to: WAO @ Sand Lake NWR LA-South Dakota WA
Campbell

Subject: Title Vesting – Easement Burke, Joyce E. et al
(249G)

To: Refuge Manager – Sand Lake NWR MAIL STOP 64570

Payment for the purchase consideration for the easement on the above described tract has been issued. A copy of the recorded easement and approval sheets are attached for your records.

Please make sufficient inspections of this property to insure compliance with the conditions of the easement.

Attachments