

UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between **Norman D. French, also known as Norman French and Korlys French, his wife, of Hitchcock, South Dakota; Lois Poe and Loren Poe, her husband, of Hitchcock, South Dakota; Jean Hurst and Art J. Hurst, her husband, of Redfield, South Dakota; Eleanor Christianson and Gary Christianson, her husband, of Kalispell, Montana; and Vernon French and Marilyn French, his wife, of Bryan, Ohio,**

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 (\$ **8,230.00**) **Eight Thousand Two Hundred Thirty** 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 **Beadle** County, State of **South Dakota**, to wit:

**T. 113 N., R. 63 W., 5th P.M.
Section 30, lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ (also described as the NW $\frac{1}{4}$).**

**T. 113 N., R. 64 W., 5th P.M.
Section 25, NE $\frac{1}{4}$.**

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.

1a. The check for the easement consideration will be made payable to the Farmers Home Administration and Norman D. French and Korlys French, 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.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to
at **Norman D. French**
Rt. 2, Hitchcock, South Dakota 57348
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

5 day of **May**, 19 **77** s/ **Jean Hurst** (L.S.)

s/ **Norman D. French** (L.S.) s/ **Art J. Hurst** (L.S.)
Norman D. French, also known as **Art J. Hurst**

s/ **Norman French** (L.S.) s/ **Eleanor Christianson** (L.S.)
Norman French **Eleanor Christianson**

s/ **Korlys French** (L.S.) s/ **Gary Christianson** (L.S.)
Korlys French **Gary Christianson**

s/ **Lois Poe** (L.S.) s/ **Vernon French** (L.S.)
Lois Poe **Vernon French**

s/ **Loren Poe** (L.S.) s/ **Marilyn French** (L.S.)
Loren Poe **Marilyn French**

ACKNOWLEDGMENT

STATE **South Dakota**
COUNTY OF **Beadle** } ss

On this **5** day of **May**, in the year **1977**, before me personally appeared
Norman D. French, also known as Norman French and Korlys French, his wife;
Lois Poe and Loren Poe, her husband; and Jean Hurst and Art J. Hurst, her
husband, his wife, known to me to
be the persons described in and who executed the foregoing instrument and acknowledged to me that they ~~the~~ executed the same
as their ~~this~~ free act and deed.

s/ **Alan M. Schroeder**
Alan M. Schroeder

(SEAL)

(AFFIXED)

(Notary Public)

My commission expires **1/25/85**

Acknowledgements for the signatures of Eleanor Christianson and Gary Christianson;
her husband; and Vernon French and Marilyn French, his wife, are attached to the
original Easement.

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

NOV 17 1977

19

THE UNITED STATES OF AMERICA

By **/s/ James C. Gritman**

(Title) **Acting Regional Director**

U. S. Fish and Wildlife Service