

RECORDED

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

THIS INDENTURE, by and between Burton Baloun and Mary Ann Baloun, his wife, of Seneca, South Dakota and Frank P. Schmidt and Theresa M. Schmidt, his wife, of Highmore, 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 (\$ 3,000.00)

Three Thousand----- 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:

T. 116 N., R. 72 W., 5th P.M. Hyde County, South Dakota
section 3, lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
section 8, E $\frac{1}{2}$ SE $\frac{1}{4}$;
section 10, SE $\frac{1}{4}$ NW $\frac{1}{4}$.

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 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 recurring 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 recurs 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 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.

excepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the provisions of this easement. The above exceptions are shown on a map certified by the Regional Director at the time of acceptance.

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
Burton Baloun
at Seneca, South Dakota 57473
and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

2.a. Vendors agree that payment for this indenture shall be made to
Burton Baloun at Seneca, South Dakota 57473

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 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
20th day of June, 1975.

_____(L.S.) Burton Baloun (L.S.)
Burton Baloun
_____(L.S.) Mary Ann Baloun (L.S.)
Mary Ann Baloun
_____(L.S.) Frank P. Schmidt (L.S.)
Frank P. Schmidt
_____(L.S.) Theresa M. Schmidt (L.S.)
Theresa M. Schmidt

ACKNOWLEDGEMENT

STATE South Dakota }
COUNTY OF Hyde } ss

On this 20th day of June, in the year 1975, before me personally appeared

Burton Baloun and Mary Ann Baloun, his wife, and
Frank P. Schmidt and Theresa M. Schmidt, 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 ~~own~~ free act and deed.

Patrick C. Russell
Patrick C. Russell
Notary Public
(Official Title)

(SEAL)

My commission expires 8/10/78

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 SEP 26 1975 19




THE UNITED STATES OF AMERICA

By Frank R. Richardson
Frank R. Richardson
(Title) Acting Regional Director
Bureau of Sport Fisheries and Wildlife
U. S. Fish and Wildlife Service

SECTION 3, lots 1, 2, S1/2NE1/4, SE1/4NW1/4, S1/2

lyde County, South Dakota

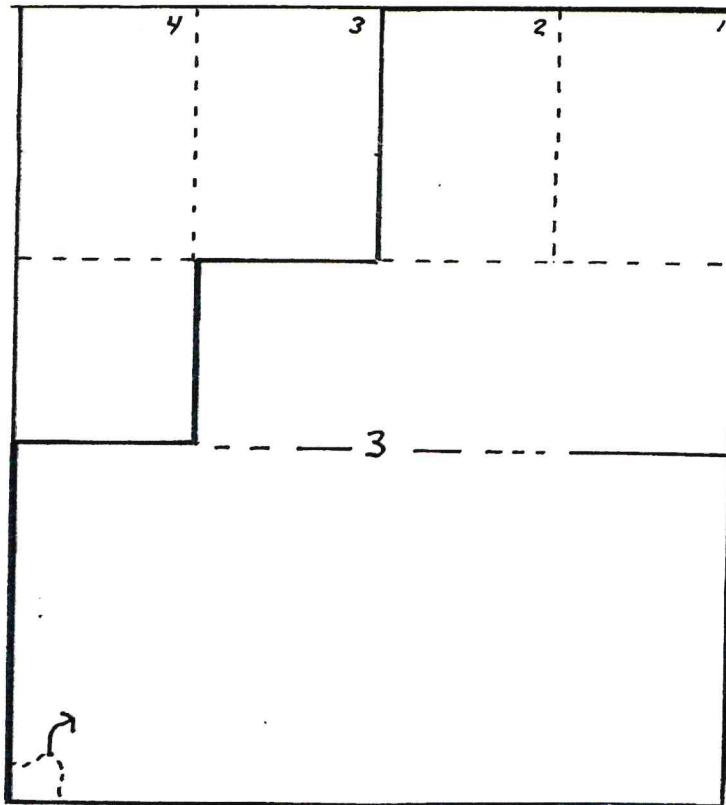


 Section Boundary
 Boundary of Easement Description
 Wetland Areas Covered by Provisions of the Easement

Data Sources: FSA: NAIP Imagery 2018, USFWS: Easement Boundary, BLM: Public Land Survey System (Sections). Map Date: 7/07/2020

DRAINAGE FACILITY MAP

Hyde



I hereby certify that this map represents the excepted drainage ditches and/or deleted wetlands referred to in the easement agreement executed on June 20, 1975 and accepted on _____ and that an exact duplicate was mailed to Burton Balow:

Open Ditch

Scale - 4 = 1 mile

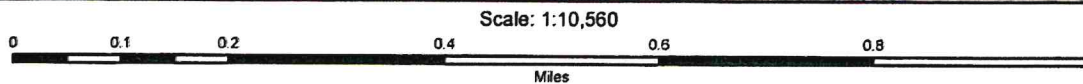
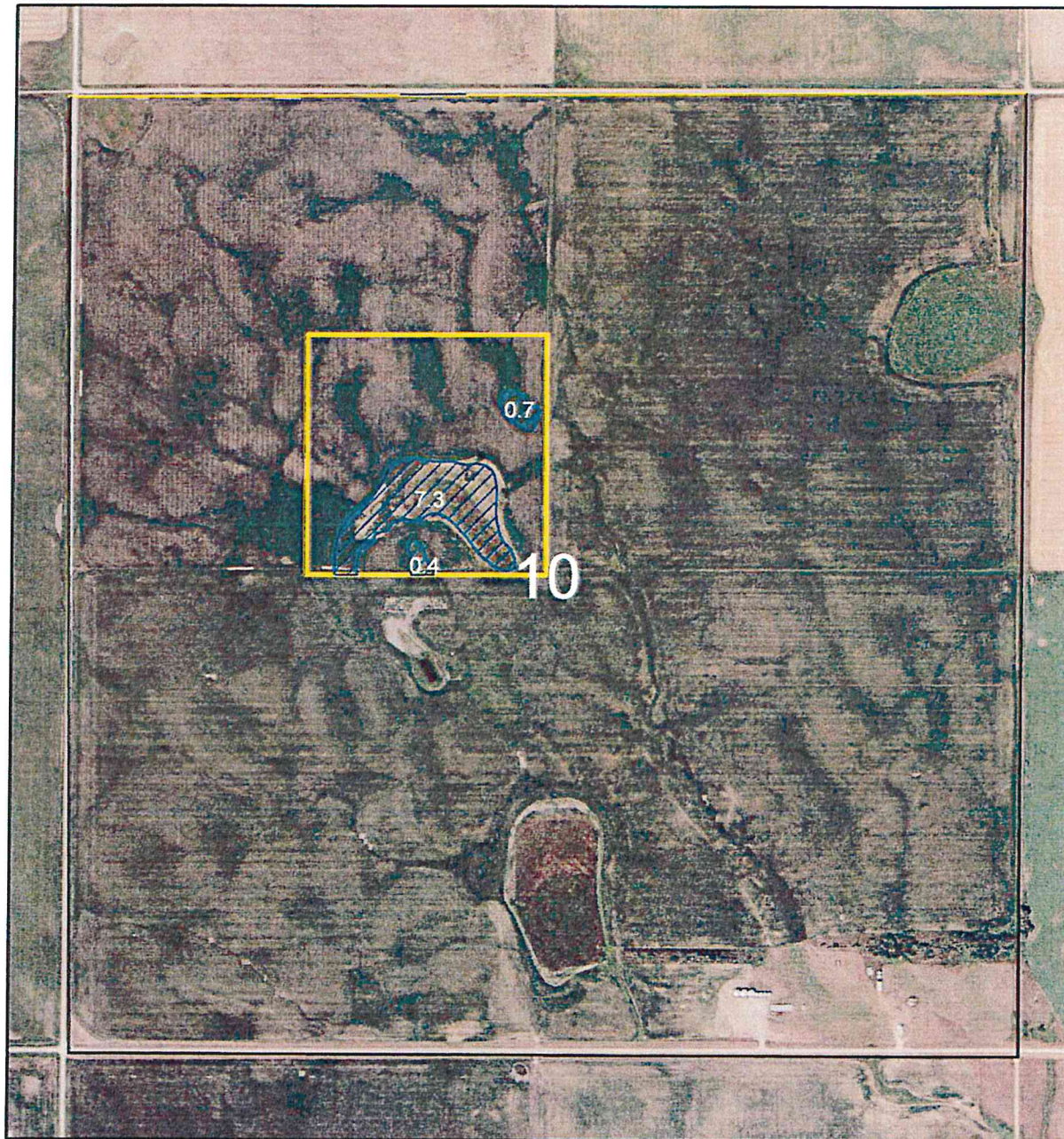
Map drawn by: P.R. Date: 6-23-75

103X,1,2




T 116 N. R 72 W.

SECTION 10, SE1/4NW1/4

...yde County, South Dakota



The U.S. Fish & Wildlife Service (Service) has purchased and owns a perpetual easement which restricts the rights to drain, burn, fill or level any wetland areas depicted on this map. This map represents the Service's effort to depict the approximate sizes, shapes, and locations of all protected wetland areas and is not intended to depict water levels in wetland areas for any given year. Wetland area acre estimates are provided to demonstrate that mapped wetland areas are consistent with the acres for which the Service paid. Any other interpretation of the estimated wetland area acreages may lead to a mischaracterization of the easement conveyance. A permit is required from the Service before conducting activities that result in the draining, burning, filling or leveling of wetland areas identified on this map.

-  Section Boundary
-  Boundary of Easement Description
-  Wetland Areas Covered by Provisions of the Easement

Data Sources: FSA: NAIP Imagery 2018, USFWS: Easement Boundary, BLM: Public Land Survey System (Sections). Map Date: 7/07/2020

3-1916
Rev. 1963

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

THIS INDENTURE, by and between Burton Baloun and Mary Ann Baloun, his wife, of Seneca, 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 Five hundred Dollars (\$500.00), 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. 116 N., R. 72 E., 5th P.M.
sec. 2, fractional $\frac{1}{2}$
sec. 10, NW $\frac{1}{4}$

Hyde County, South Dakota

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 Burton Baloun at Seneca, South Dakota, 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.

Contract No. 14-16-0003-5845

22x1

55X7

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 17th day of September, 1964.

Burton Baloun (L.S.)
Burton Baloun

Mary Ann Baloun (L.S.)
Mary Ann Baloun

____ (L.S.)

____ (L.S.)

____ (L.S.)
(Witness)

____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF Hyde) ss

On this 17th day of September, in the year 1964, before me personally appeared Burton Baloun and Mary Ann Baloun, 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.

Donald J. Fitzgerald
Donald J. Fitzgerald

Notary Public
(Official Title)

(SEAL)

My commission expires May 20, 1971

ACCEPTANCE

NOV 17 1964
This indenture is accepted on behalf of the United States this _____ day of _____, 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 R. T. Burwell
/s/ R. T. Burwell
(Title) REGIONAL DIRECTOR
Bureau of Sport Fisheries and Wildlife, 21100

22X,1

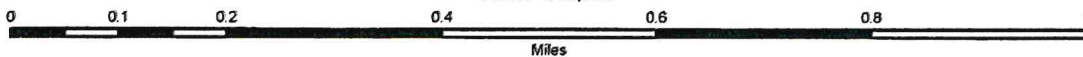
T 116 N. R 72 W.

SECTION 2, fractional W1/2




Hyde County, South Dakota



Scale: 1:10,560



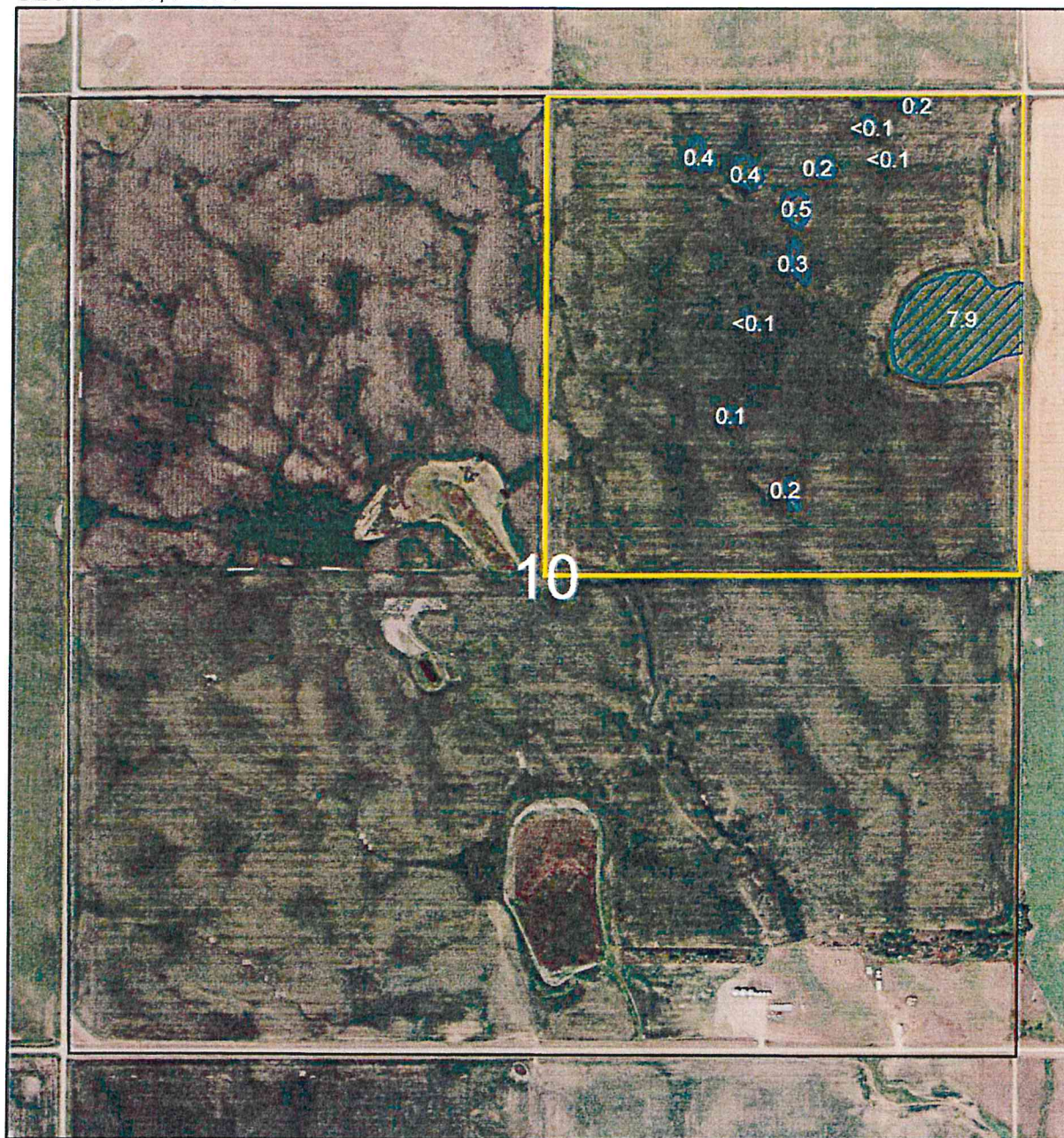
The U.S. Fish & Wildlife Service (Service) has purchased and owns a perpetual easement which restricts the rights to drain, burn, fill or level any wetland areas depicted on this map. This map represents the Service's effort to depict the approximate sizes, shapes, and locations of all protected wetland areas and is not intended to depict water levels in wetland areas for any given year. Wetland area acre estimates are provided to demonstrate that mapped wetland areas are consistent with the acres for which the Service paid. Any other interpretation of the estimated wetland area acreages may lead to a mischaracterization of the easement conveyance. A permit is required from the Service before conducting activities that result in the draining, burning, filling or leveling of wetland areas identified on this map.

-  Section Boundary
-  Boundary of Easement Description
-  Wetland Areas Covered by Provisions of the Easement

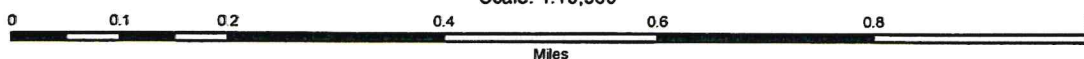
Data Sources: FSA: NAIP Imagery 2018, USFWS: Easement Boundary, BLM: Public Land Survey System (Sections). Map Date: 7/07/2020

22X,1
T 116 N. R 72 W.
SECTION 10, NE1/4




Hyde County, South Dakota



Scale: 1:10,560



The U.S. Fish & Wildlife Service (Service) has purchased and owns a perpetual easement which restricts the rights to drain, burn, fill or level any wetland areas depicted on this map. This map represents the Service's effort to depict the approximate sizes, shapes, and locations of all protected wetland areas and is not intended to depict water levels in wetland areas for any given year. Wetland area acre estimates are provided to demonstrate that mapped wetland areas are consistent with the acres for which the Service paid. Any other interpretation of the estimated wetland area acreages may lead to a mischaracterization of the easement conveyance. A permit is required from the Service before conducting activities that result in the draining, burning, filling or leveling of wetland areas identified on this map.

-  Section Boundary
-  Boundary of Easement Description
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Data Sources: FSA: NAIP Imagery 2018, USFWS: Easement Boundary, BLM: Public Land Survey System (Sections). Map Date: 7-07-2020

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

THIS INDENTURE, by and between Ray Baloun and Alice Baloun, his wife, of Seneca, 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 (\$ 7,800.00)

Seven Thousand and Eight Hundred----- 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:

T. 116 N., R. 72 W., 5th P.M.

Hyde County, South Dakota

section 4, lots 2, 3, 4, and S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$;

section 8, NE $\frac{1}{4}$;

section 16, SE $\frac{1}{4}$;

section 19, NW $\frac{1}{4}$ SE $\frac{1}{4}$;

section 20, All;

section 21, NE $\frac{1}{4}$, SW $\frac{1}{4}$;

section 22, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;

section 27, NE $\frac{1}{4}$;

section 28, NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;

section 29, NW $\frac{1}{4}$, P $\frac{1}{2}$ 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 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 recurring 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 recurs 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 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.

Excepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the provisions of this easement. The above exceptions are shown on a map certified by the Regional Director at the time of acceptance.

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. Ray Baloun at Seneca, South Dakota 57473 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 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

2nd day of January, 1975.

_____(L.S.) Ray Baloun _____(L.S.)
Ray Baloun
_____(L.S.) Alice Baloun _____(L.S.)
Alice Baloun
_____(L.S.) _____(L.S.)
_____(L.S.) _____(L.S.)

ACKNOWLEDGEMENT

STATE South Dakota }
COUNTY OF Hyde } ss

On this 2nd day of January, in the year 1975, before me personally appeared

Ray Baloun and Alice Baloun, 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.

Patrick C. Russell
Patrick C. Russell
Notary Public
(Official Title)

(SEAL)

My commission expires 8/10/78

RECORDED

State of South Dakota }
County of Hyde } ss.
I hereby certify that the within instrument
was filed in this office for record on the
2nd day of April, 1975, at 1:00 P. M., and was duly
recorded in book 21, page 95.

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

MAR 24 1975

19

FEE BOOK

THE UNITED STATES OF AMERICA

RECORDED ✓
COMPARED ✓
INDEXED ✓
GRANTOR ✓
GRANTEE ✓

Return to: A.N. Kass
Highmore, SD
57345

Fees: \$4.00 PAID

By

Harvey Willoughby
Harvey Willoughby

(Title) Deputy Regional Director

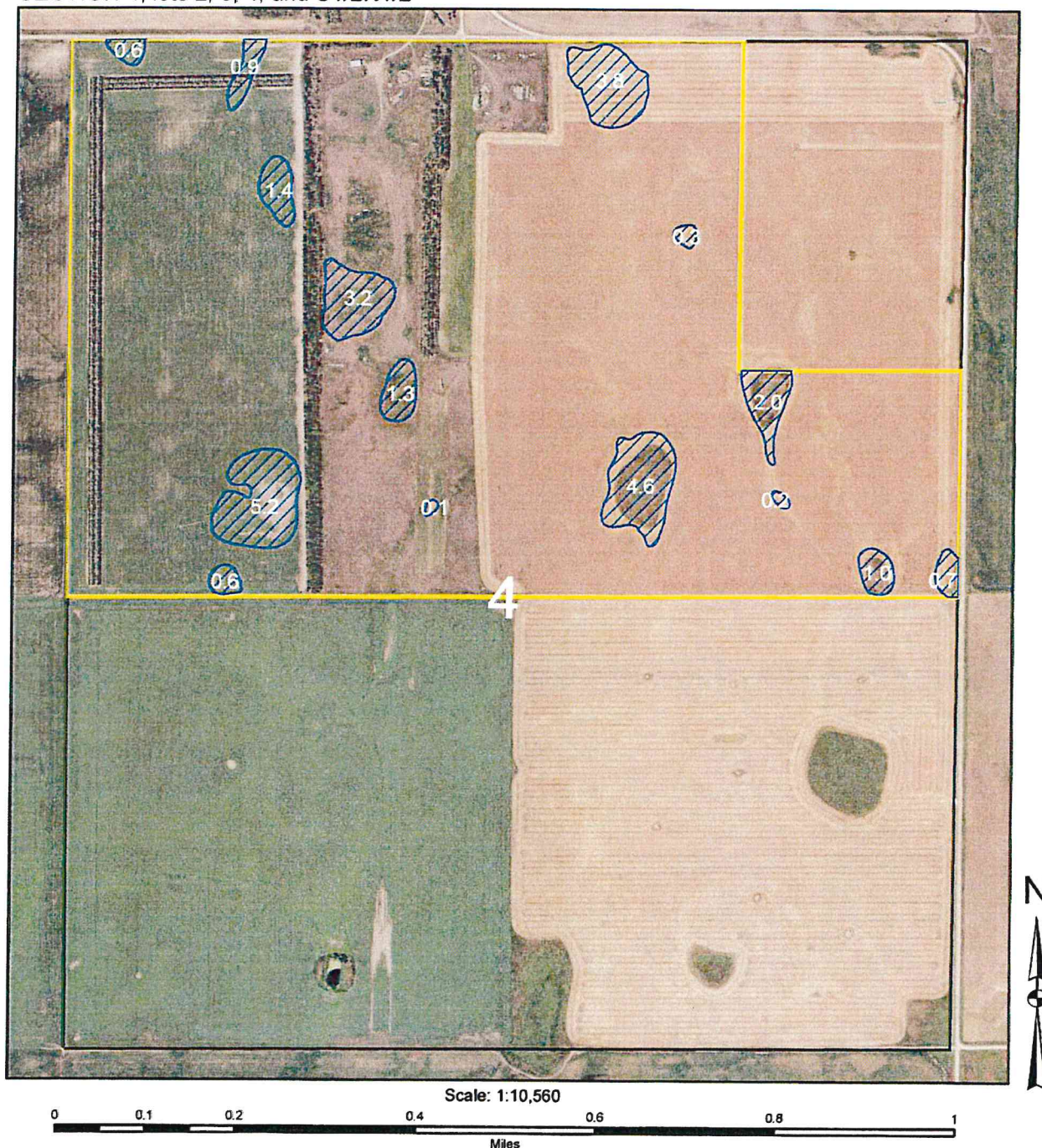
Bureau of Sport Fisheries and Wildlife
U. S. Fish and Wildlife Service

102X,1-7

T 116 N. R 72 W.

Yde County, South Dakota

SECTION 4, lots 2, 3, 4, and S1/2N1/2

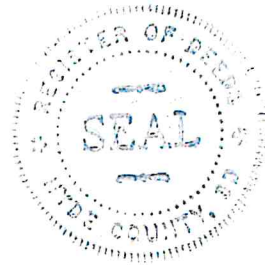


The U.S. Fish & Wildlife Service (Service) has purchased and owns a perpetual easement which restricts the rights to drain, burn, fill or level any wetland areas depicted on this map. This map represents the Service's effort to depict the approximate sizes, shapes, and locations of all protected wetland areas and is not intended to depict water levels in wetland areas for any given year. Wetland area acre estimates are provided to demonstrate that mapped wetland areas are consistent with the acres for which the Service paid. Any other interpretation of the estimated wetland area acreages may lead to a mischaracterization of the easement conveyance. A permit is required from the Service before conducting activities that result in the draining, burning, filling or leveling of wetland areas identified on this map.

- Section Boundary
- Boundary of Easement Description
- Wetland Areas Covered by Provisions of the Easement

Data Sources: FSA: NAIP Imagery 2018, USFWS: Easement Boundary, BLM: Public Land Survey System (Sections). Map Date: 7.07.2020

Prepared By: U.S. Fish and Wildlife Service
Room 307, Federal Building
200 4th Street SW
Huron, SD 57350
(605) 352-7014



Book: 36 MS Page: 18 - 21 Doc: 20190243
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 8/12/2019 at 12:32 PM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

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 Cody J. Baloun, a.k.a. Cody Baloun and Beth A. Baloun, a.k.a. Beth Baloun, husband and wife, of 33550 173rd Street, Highmore, SD 57345; Mary Ann Baloun, a single person, of 17193 Ellisville Avenue, Highmore, SD 57345 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. § 460/-4 to 460/-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 ****Two Thousand One Hundred Twenty Five and no/100 ** Dollars (\$2,125.00)**, 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 Hyde County, State of South Dakota, to-wit:

T. 116 N., R. 72 W., 5th P.M.

Section 2, SE¼ EXCEPT the south 1,250 feet of the west 680 feet and EXCEPT the west 1,100 feet of the south 232 feet lying east of the west 680 feet thereof.

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
Cody J. Baloun, 33550 173rd Street, Highmore, SD 57345
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.
 - 4a. Landowners agree that payment is to be made to Cody J. Baloun and Beth A. Baloun.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 20th day of May, 20 19.

Cody J. Baloun
Cody J. Baloun, a.k.a. Cody Baloun

Beth A. Baloun
Beth A. Baloun, a.k.a. Beth Baloun

Mary Ann Baloun
Mary Ann Baloun

ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Hyde) §§

On this 20th day of May in the year 20 19 before me personally appeared Cody J. Baloun, a.k.a. Cody Baloun and Beth A. Baloun, a.k.a. Beth Baloun, husband and wife, of 33550 173rd Street, Highmore, SD 57345; Mary Ann Baloun, a single person, of 17193 Ellisville Avenue, Highmore, SD 57345 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.



Notary Public: [Signature]

My commission expires: 5/21/25

ACCEPTANCE

The Secretary of the Interior, acting by the through his authorized representative, has executed this agreement on behalf of the United States this _____ day of JUN 12 2019.

THE UNITED STATES OF AMERICA

By: [Signature]

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

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

TRACT: 220X 215X
EW 6-4-19

Map: 1 of 1

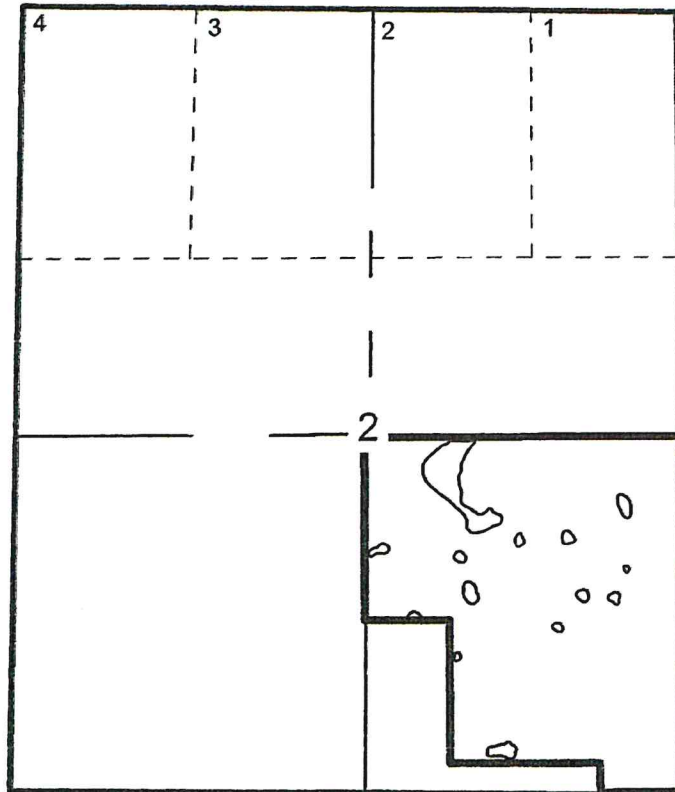
WATERFOWL PRODUCTION AREA Hyde _____ County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 116 N., R. 72 W., 5th Principal Meridian

Section 2, SE $\frac{1}{4}$ EXCEPT the south 1,250 feet of the west 680 feet and EXCEPT the west 1,100 feet of the south 232 feet lying east of the west 680 feet thereof.

Lot Table

No.	Acres
1.	58.24
2.	58.24
3.	58.23
4.	58.23



Scale: 4" = 1 mile


This map delineates wetlands referred to in the easement conveyance dated 5/20/19, 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.

Cody J. Baloun
Cody J. Baloun, a.k.a. Cody Baloun

Beth A. Baloun
Beth A. Baloun, a.k.a. Beth Baloun

Mary Ann Baloun
Mary Ann Baloun

Legend:

- Boundary of Easement Description
-  Wetlands Covered by Provisions of the Easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019