

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Huron Wetland Management District
200 4th St. SW Room 309
Huron, SD 57350



In Reply Refer to:
FWS/IR05/IR07

Certified Letter # 7019 1640 0001 6598 4814
Return Receipt requested

Date: 07/08/2020

Thomas and Jane Aasby
16107 Spring Valley Ct
Piedmont, SD 57769

Hyde 25X,1

Dear Thomas and Jane Aasby,

Since the early 1960's, the U.S. Fish and Wildlife Service has been purchasing wetland easements to conserve wetland areas that are important to migratory birds. Wetland easements are perpetual and restrict the rights to drain, burn, fill or level protected wetland areas. Public records indicate that you own property that is covered by a U.S. Fish and Wildlife Service wetland easement. The property is described as:

Twn. 113 N., Rng. 73 W., Sec. 29, SW1/4, S1/2NW1/4

The enclosed map represents the U.S. Fish and Wildlife Service's effort to depict the approximate sizes, shapes and locations of all wetland areas protected by the provisions of the easement. It does not and is not intended to depict the water level of any wetland area in any given year. Any draining, burning, filling or leveling of the wetland areas depicted on the map without a permit issued by the U.S. Fish and Wildlife Service is a violation of the easement provisions. Please review the enclosed contract and map carefully.

You may contact me within 40 calendar days from the date you received this letter via certified mail if you have questions, concerns, or objections with the map. I am willing to discuss and/or meet with you and answer your questions, review your concerns and correct any errors within that 40-day period. If I do not hear from you within 40 calendar days, the map will be considered final. If, in that time, we cannot agree on the boundaries and locations depicted on the map, I will send you a "Final Decision" letter. After receipt of my Final Decision, you may appeal the map as follows:

- Submit your notice of appeal, statement of reasons for the appeal, and any supporting materials or explanation in writing within 30 calendar days of the date you receive the "Final Decision" letter from the Refuge Manager to the Regional Director at the address listed below or to the email address RD_Appeals@fws.gov. Your statement of reasons should include a detailed explanation of why you are appealing the map.

INTERIOR REGION 5 MISSOURI BASIN

KANSAS, MONTANA*, NEBRASKA, NORTH DAKOTA,
SOUTH DAKOTA

*PARTIAL

INTERIOR REGION 7 UPPER COLORADO RIVER BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

Regional Director
C/O: Map Appeal
U.S. Fish and Wildlife Service
P.O. Box 25486
Denver, Colorado 80225

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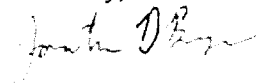
- The Regional Director will review and make a decision on your appeal within 45 calendar days from the receipt of your letter. The Regional Director is willing to discuss and/or meet with you and review your concerns.
- If the Regional Director grants your appeal, the wetland map will be revised and a new copy of the map, with an explanation of the decision, will be sent to you and the local U.S. Fish and Wildlife Service office.
- If your appeal is not granted, you may submit an appeal to the Director of the U.S. Fish and Wildlife Service. Submit your notice of appeal, statement of reasons for the appeal, and any supporting materials or explanation in writing within 30 calendar days of the date of the decision from the Regional Director to the Director of the U.S. Fish and Wildlife Service at the address listed below. Your statement of reasons should include a detailed explanation of why you are appealing the map.

Director
C/O: Map Appeal
U.S. Fish and Wildlife Service
U.S. Department of the Interior
1849 C Street, NW
Washington, DC 20240

- The Director of the U.S. Fish and Wildlife Service will review and make a decision on your appeal within 45 calendar days of receipt of your letter. If the Director grants your appeal, the wetland map will be revised and a new copy of the map, with an explanation of the decision, will be sent to you and the local U.S. Fish and Wildlife Service office.
- If your appeal is not granted, a copy of the final wetland map and an explanation of the decision will be sent to you and the local U.S. Fish and Wildlife Service office. The decision of the Director will be considered the final agency action on the determination and, at this point, your administrative appeals will have been deemed exhausted.

If you have any questions about the enclosed easement contract or the map, including what is and is not allowed on protected wetland areas, please contact me at the address listed above, or at (605) 350-0712, jonathan_beyer@fws.gov.

Sincerely,



Refuge Manager

Enclosure: Hyde 25X,1 wetland easement contract and map(s)
cc: Hyde 25X,1 Huron WMD easement folder (less contract)

ORIGINAL

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 Louis R. Aasby a/k/a Louis Aasby and Sarah Aasby, his wife, of Holabird, 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, 1956 (72 Stat. 436, 16 U.S.C., sec. 712d (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:

Hundred Fifty

NOW, THEREFORE, for and in consideration of the sum of One thousand six/ Dollars (\$1,500.00), 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. 113 N., R. 75 W., 5th P.M.

Hyds County, South Dakota

Sec. 28, 29, 30

Sec. 27, 28, 29

Sec. 25, 26

Sec. 29, all

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 Louis R. Aasby at Holabird, 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. 14-16-0003-6921

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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 18th day of September, 1964.

Louis R. Aasby
LOUIS R. AASBY (L.S.)

Sarah Aasby
SARAH AASBY (L.S.)

(L.S.)

(L.S.)

(Witness) (L.S.)

(L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF Hyde) ss

On this 18th day of September, in the year 1964, before me personally appeared Louis R. Aasby and Sarah Aasby, 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 (the) free act and deed.

Ronald J. Fitzgerald
Ronald J. Fitzgerald
Notary Public
(Official Title)

(SEAL)

My commission expires May 20, 1971

ACCEPTANCE

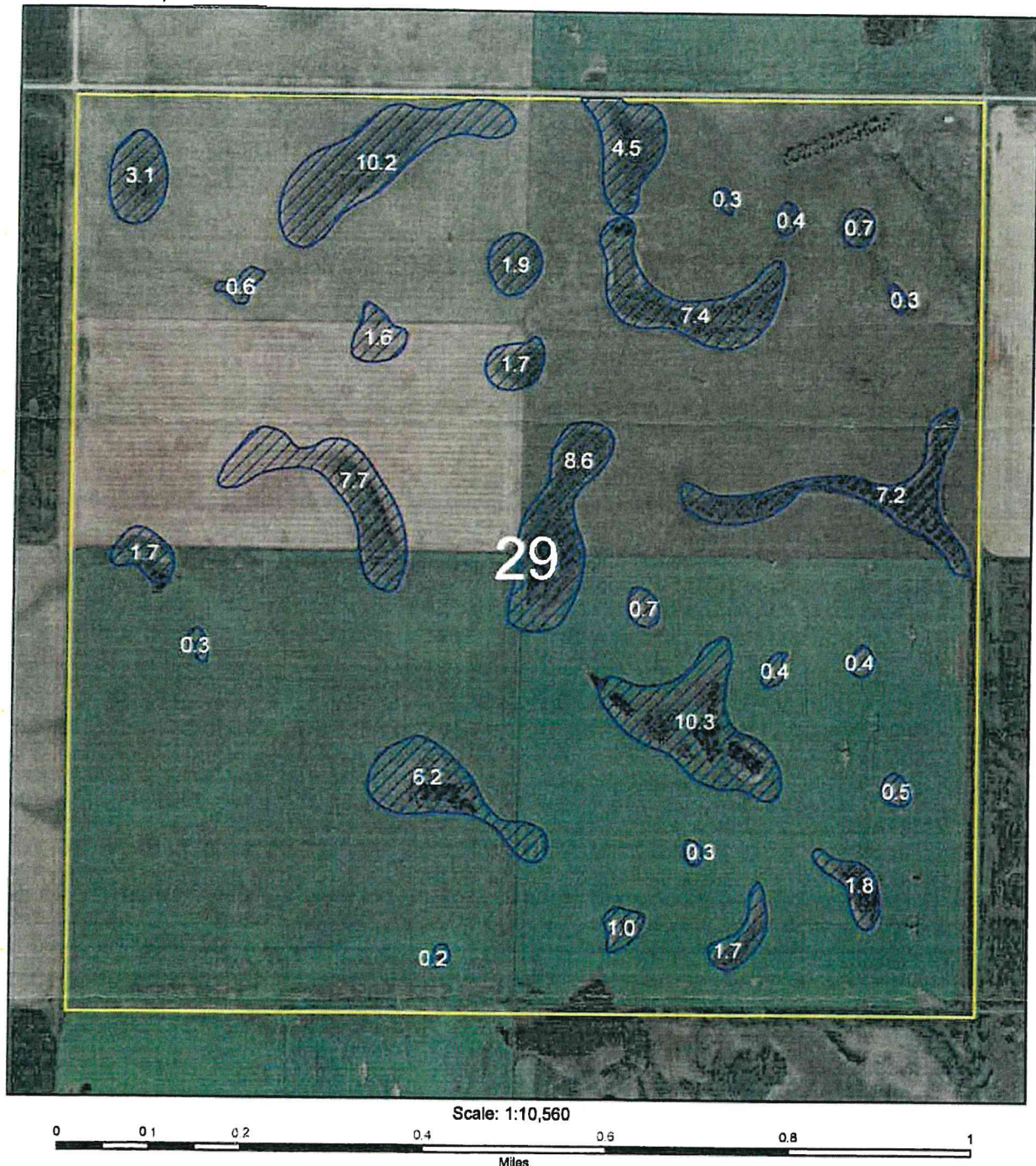
This indenture is accepted on behalf of the United States this NOV 24 1964 day of 19, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

By R. W. Burwell
/s/ R. W. Burwell
(Title) Regional Director
Bureau of Sport Fisheries and Wildlife 20100

25X,1
T 113 N. R 73 W.
SECTION 29, all

Hyde 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