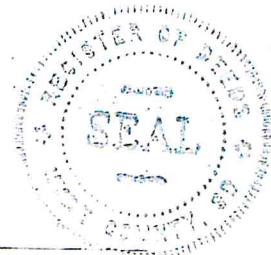


Prepared By: U.S. Fish and Wildlife Service
Room 307, Federal Building
200 4th Street SW
Huron, SD 57350
(605) 352-7014



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Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

Grassland Easement
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE is 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 of 1965, 16 U.S.C. § 460l-4 to 460l-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 ** Four Hundred Ten Thousand Six Hundred Fifty and No/100** Dollars (\$410,650.00), 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 Hyde County, State of South Dakota, to-wit:

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

Section 2, The south 450 feet of Lots 3 and 4, S½NW¼, the east 1,670 feet of the north 1,350 feet of the SW¼ EXCEPT the north 200 feet of the west 1,250 feet thereof and EXCEPT the south 450 feet of the east 450 feet thereof, 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;

Section 3, SW¼ EXCEPT the north 800 feet of the east 450 feet of the west 1,500 feet;

Section 11, the east 775 feet of the west 1,225 feet of the NE¼ EXCEPT the north 455 feet of the west 365 feet thereof and EXCEPT the south 985 feet of the north 1,925 feet thereof and EXCEPT the south 375 feet of the west 250 feet thereof, that portion of the NE¼ lying east of the west 1,225 feet EXCEPT the south 495 feet of the east 495 feet thereof;

Section 12, SW¼.

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:
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 Grantors have hereunto set their hands and seals on this 20th day of May in the year 20 19.


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


Beth A. Baloun, a.k.a. Beth 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, acting by and through the Secretary's authorized representative, has executed this agreement
on behalf of the United States this _____ day of JUN 12 2019, 20____.

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: 220G, 1-3 (2150, 1-3)

Map: 2 of 4

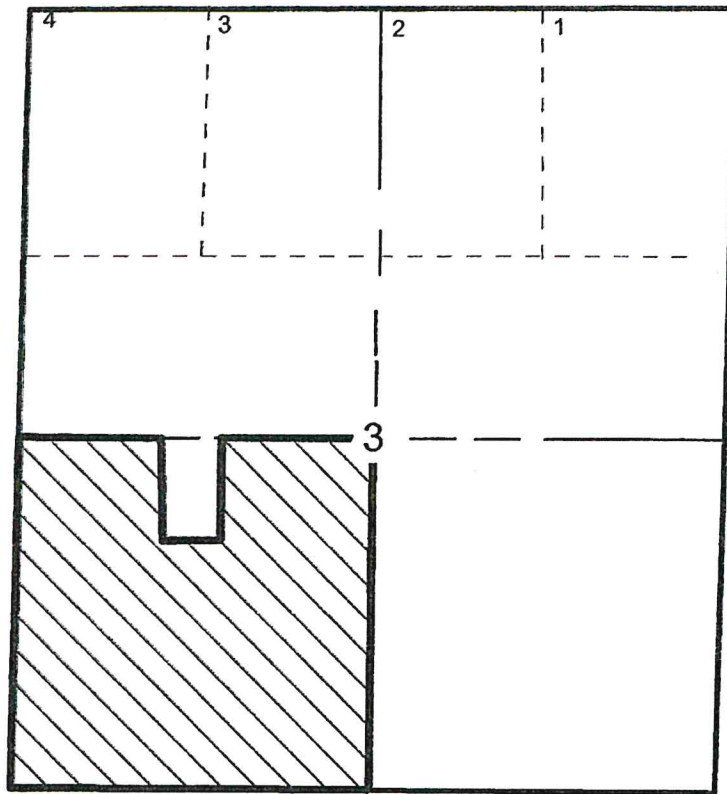
WILDLIFE MANAGEMENT AREA Hyde County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

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

Section 3, SW¼ EXCEPT the north 800 feet of the east 450 feet of the west 1,500 feet.

Lot Table

No.	Acres
1.	58.26
2.	58.25
3.	58.25
4.	58.24




This map delineates lands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a Wildlife Management Area.

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
 Lands covered by provisions of the easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019

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

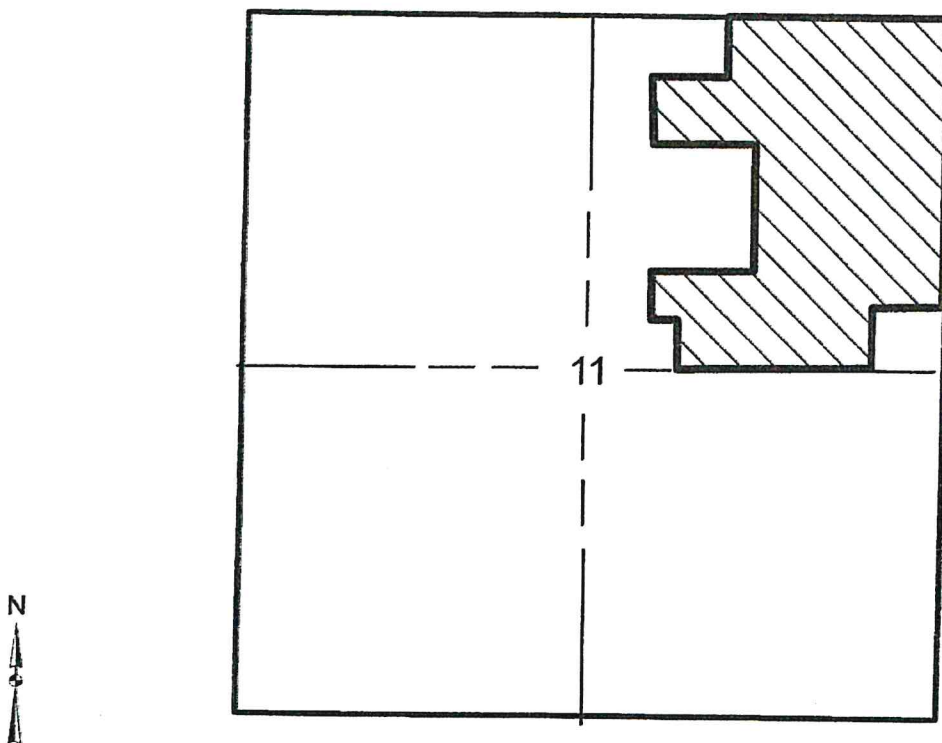
TRACT: 220G, 1-3 (215C, 1-3)
Sec 6-3-18

Map: 3 of 4

WILDLIFE MANAGEMENT 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 11, the east 775 feet of the west 1,225 feet of the NE $\frac{1}{4}$ EXCEPT the north 455 feet of the west 365 feet thereof and EXCEPT the south 985 feet of the north 1,925 feet thereof and EXCEPT the south 375 feet of the west 250 feet thereof, that portion of the NE $\frac{1}{4}$ lying east of the west 1,225 feet EXCEPT the south 495 feet of the east 495 feet thereof.



Scale: 4" = 1 mile


This map delineates lands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a Wildlife Management Area.

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
 Lands covered by provisions of the easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019

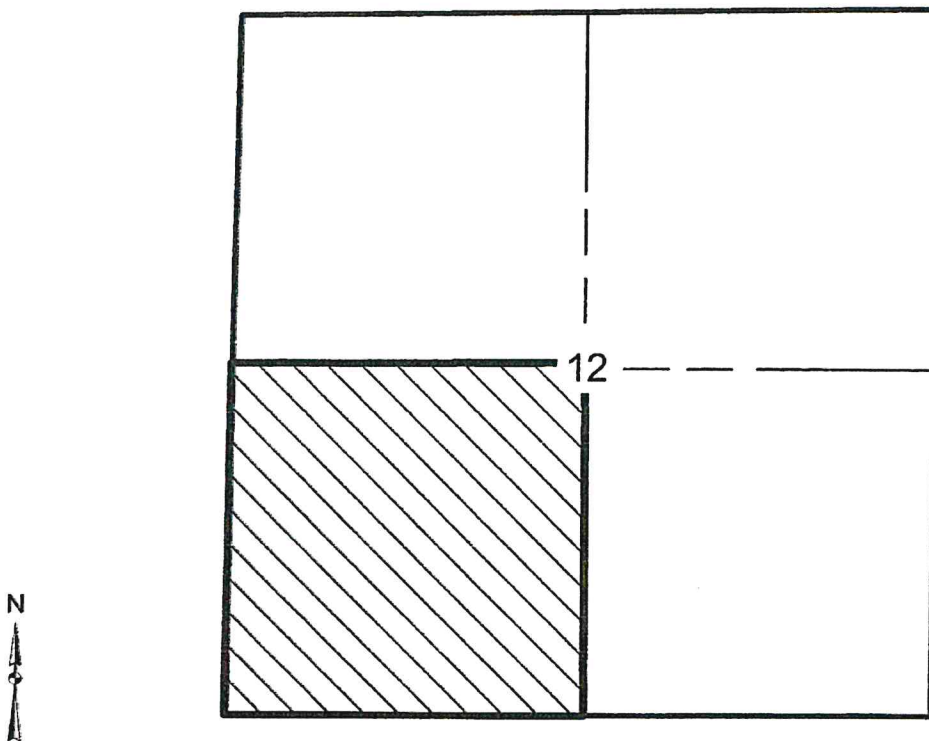
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 220G, 1-3 (215C, 1-3)
D.L. 6-3-18

Map: 4 of 4

WILDLIFE MANAGEMENT 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 12, SW¼.



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 5/20/19, which the parties of the first part agree to maintain as a Wildlife Management Area.

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
▨ Lands covered by provisions of the easement

Map prepared by: Cindy Loban, Realty Specialist

Date: 5/13/2019